

Planning Commission Regular Meeting July 18, 2017 7:00p.m.

- 1. CALL MEETING TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. <u>APPROVAL OF MINUTES</u>
 - 6-20-2017 Regular Planning Commission Meeting
 - 6-29-2017 Special Planning Commission Meeting

5. <u>CORRESPONDENCE / BOARD REPORTS</u>

-Boards and Commissions Expiration Dates

- 6. APPROVAL OF AGENDA
- 7. PUBLIC COMMENT: Restricted to (3) minutes regarding issues not on this agenda
- 8. PUBLIC HEARINGS
 - REZ 2017-05 R-2A One and Two Family. Low Residential District to OS Office Service District 502' x 298.5' Bellows Messenger LLC(authorized by current owner First Baptist Church of Mt Pleasant 1802 E. High St. PID 14-023-20-016-01
- 9. NEW BUSINESS
 - A. REZ 2017-05 R-2A One and Two Family. Low Residential District to OS Office Service District 502' x 298.5' Bellows Messenger LLC(authorized by current owner First Baptist Church of Mt Pleasant 1802 E. High St. PID 14-023-20-016-01 Action: Recommendation to Township Board of Trustees (15Min)
 - **B.** SPR 2017-04 CMHCM Clubhouse 2021 E. Remus Rd. Owner Community Mental Health for Central Michigan *Action: Recommendation to Township Board of Trustees* (15 Min)
 - C. Discussion of designation of Sidewalks and Pathways Prioritization Committee (15 Min)
 - **D.** First Master Plan Draft Action: Recommendation to Board of Trustees for 42 day distribution (60 Min)
- 10. OTHER BUSINESS
- 11. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue
- 12. FINAL BOARD COMMENT
- 13. ADJOURNMENT

CHARTER TOWNSHIP OF UNION

Planning Commission Regular Meeting

A regular meeting of the Charter Township of Union Planning Commission was held on June 20, 2017 at the Township Hall.

Meeting was called to order at 7:00 p.m.

Roll Call

Present: Buckley, Fuller, Mielke, Robinette, Squattrito, Strachan, Webster, Woerle, & Zerbe

Others Present

Township Planner, Peter Gallinat and Secretary, Jennifer Loveberry

Approval of Minutes

Robinette moved **Mielke** supported the approval of the April 25, 2017 regular meeting minutes as presented. **Vote: Ayes: 9 Nays: 0. Motion carried.**

Woerle moved **Buckley** supported the approval of the March 28, 2017 special meeting minutes as presented. **Vote: Ayes: 9 Nays: 0. Motion carried**.

Correspondence / Reports

Woerle updates from the Board of Trustees – shared that the Board approved the Planning Commission's recommendation to approve the Lighting Ordinance.

Mielke updates from the Zoning Board of Appeals – reporting back from the ZBA to the Planning Commission, look into zoning code for sheds and height of auxiliary buildings.

Approval of Agenda

Fuller moved Woerle supported to move Items F & G to the top of the Agenda, as he will be declaring a conflict of interest for the remainder of the Agenda. Vote: Ayes: 9 Nays 0. Motion carried.

Robinette moved Webster supported approval of the agenda as amended. Vote: Ayes: 9 Nays 0. Motion carried.

Public Comment – Open 7:12 p.m.

No comments were offered.

Public Hearing

• SUP 2017-03 Retail sales of new or used cars, trucks, boats, farm equipment, mobile homes, travel trailers, and motor homes 2420 E. Broomfield Rd. Owner: McGuirk Mini Storage

Public Hearing open 7:15 p.m.

Brief description for the special use permit request was given by Township Planner.

Gallinat read letter of correspondence from Brian Deans to oppose project.

Bob Sommerville, 3678 St. Andrews Dr. – Opposes used car lot.

Public Hearing closed 7:18 p.m.

• SUP 2017-04 Multi Use Structures 1982 E. Remus Rd. Owner: Mt Pleasant Investment Properties LLC (Authorized by current owner Greenspace Inc.

Brief description for the special use permit request was given by Township Planner, Gallinat. Public Hearing open 7:20 p.m.

Steven Wieczorek, 767 Doe Trail – opposes special use permit

Vance Johnson, 7777 S. Whiteville – Representing Fisher Transportation, in favor of project and special use permit

Kelly Keehbauch, 3410 S. Lincoln – in favor of project and special use permit

Charlene Merritt, 1810 Liberty Dr. – Representing Arboretum Apartments, opposes special use permit

Earnest Peters, 1710 E. Remus Rd. – in favor of special use permit

Bob Sommerville, 3678 St. Andrews Dr. – Opposes special use permit

Sid Smith, 730 E. Bluegrass - in support of developer

Peter Gallinat read correspondence

Edward Peters, P.O. Box 653 (letter) – in favor of project

Tim Hauck, 4308 E. River Rd. (letter) – in favor of project

Jim Holton, 506 W Broadway – in favor of project

Jeremy Sheets, 1740 LeRoy Ln. – Township resident, also representing CMS Internet, in favor of project personally and professionally

Josh Reasoner, 795 Meadowbrook – in favor of project

Public Hearing closed 7:45 p.m.

• SUP 2017-05 Self storage buildings 1982 E. Remus Rd. Owner: Mt Pleasant Investment Properties LLC (Authorized by current owner Greenspace Inc

Brief description for the special use permit request was given by Township Planner, Gallinat. Public Hearing open 7:47 p.m.

Vance Johnson, 7777 S. Whiteville – Representing Fisher, in favor of project and special use permit

Marty Figg, 810 Ashland, - addressed the board with questions regarding special use permit Tom Kequom, 1908 Oakwood – Chair of EDA and WDDA, commented that project meets the needs of the DDA

Dave Coyne, 768 Stoneridge – in favor of development

Public Hearing closed 7:55 p.m.

• SUP 2017-06 Public and Institutional Use S. Lincoln Rd. Owner: Mt Pleasant Investment Properties LLC (Authorized by current owner Figg, Richard & Betty

Brief description for the special use permit request was given by Township Planner, Gallinat. Public Hearing open 7:57 p.m.

No comments were offered.

Public Hearing closed 7:58 p.m.

• REZ 2017-04 I-2 General Industrial to R-1 Rural Residential 6.08 acres Coyne LLC N. Harris(Crawford Rd.) PID 14-010-30-003-03 Owner Coyne LLC

Brief description for the special use permit request was given by Township Planner, Gallinat. Public Hearing open 8:00 p.m.

No comments were offered.

Public Hearing Closed 8:01 p.m.

New Business

A. <u>REZ 2017-04 I-2 General Industrial to R-1 Rural Residential 6.08 acres Coyne LLC N. Harris(Crawford Rd.) PID 14-010-30-003-03 Owner Coyne LLC. Action:</u>
Recommendation to Township Board of Trustees

The applicant is proposing to rezone 6.08 acres of property to R-1 to build a residential home. Tim Beebe, CMS&D Surveying and Engineering represented the applicant. Discussion was held by the Planning Commissioners, questions were directed to the applicant.

Email Correspondence received from City of Mt. Pleasant Planner, Jacob Kain, read by Township Planner, Gallinat.

Robinette moved **Webster** supported to recommend approval of REZ 2017-04, I-2 to R-1 6.08 acres at N. Harris (Crawford Rd.) PID 14-010-30-003 to the Charter Township Board of Trustees. The following condition was offered by the applicant: an easement will be provided for the purpose of connecting park trails. **Vote: Ayes: 9 Nays 0. Motion carried.**

B. Preliminary site plan review Cold Storage N. Harris(Crawford Rd.) PID 14-010- 30-003-03 Coyne LLC Owner Coyne LLC Action: Recommendation for Final Site Plan Review

Township Planner, Gallinat gave a brief history of the property, stating that the applicant is proposing to construct five (5) 4,992 square feet cold storage pole buildings. Tim Beebe, CMS&D Surveying and Engineering represented the applicant. The Planning Commission discussed the project and did not have any concerns per the preliminary site plan presented.

- ➤ Recusal Fuller recused himself for the remainder of the Agenda due to conflict of interest. **Zerbe** moved **Mielke** supported the recusal of Commissioner Fuller for the remainder of the Agenda, due to conflict of interest. **Vote: Ayes: 8 Nays 0. Motion carried.**
 - C. SUP 2017-03 Retail sales of new or used cars, trucks, boats, farm equipment, mobile homes, travel trailers, and motor homes 2420 E. Broomfield Rd Owner: McGuirk Mini Storage Action: Recommendation to Township Board of Trustees

Township Planner, Gallinat gave a brief history of the property, stating that Raymond's Camper Sales was located on the property inside the existing red barn building. This is an allowed special use that stays with the property; however, no record could be found by the Township.

Tim Beebe, CMS&D Surveying and Engineering, representing McGuirk Mini Storage Inc. presented the request for the special use permit, stating that the applicant is requesting to sell used cars, trucks, boats, farm equipment, mobile homes, travel trailers, and motor homes.

Zerbe moved **Strachan** supported to recommend approval of SUP 2017-03, Retail sales of new or used cars, trucks, boats, farm equipment, mobile homes, travel trailers, and motor homes, location: 2420 E. Broomfield Rd Owner: McGuirk Mini Storage to the Township Board of Trustees, restricting the special use to not include mobile homes and farm equipment. **Vote: Ayes: 8 Nays 0. Motion carried.**

D. SUP 2017-04 Multi Use Structures 1982 E. Remus Rd. Owner: Mt Pleasant Investment Properties LLC (Authorized by current owner Greenspace Inc. Action: Recommendation to Township Board of Trustees

Joe Quandt, representing Mt. Pleasant Properties, requested to withdraw SUP 2017-04 Multi Use Structure located at 1982 E. Remus Rd. No action required.

E. SUP 2017-05 Self storage buildings 1982 E. Remus Rd. Owner: Mt Pleasant Investment Properties LLC (Authorized by current owner Greenspace Inc. Action: Recommendation to Township Board of Trustees

Joe Quandt, representing Mt. Pleasant Properties, explained that the applicant is proposing self storage buildings. He went over section 30.3.A.1-10 of the Zoning Ordinance.

Webster moved Robinette supported to recommend approval of SUP 2017-05, Self storage buildings, 1982 E. Remus Rd. Owner: McGuirk Mini Storage to the Township Board of Trustees. Vote: Ayes: 5 Nays 3. Motion carried.

F. SUP 2017-06 Public and Institutional Use S. Lincoln Rd. Owner: Mt Pleasant Investment Properties LLC (Authorized by current owner Figg, Richard & Betty. Action: Recommendation to Township Board of Trustees

Joe Quandt, representing Mt. Pleasant Properties, explained the applicant is proposing an assisted senior living facility, as well as independent senior living. He went over section 30.3.A.1-10 of the Zoning Ordinance.

Township Planner, Gallinat, stated that special uses require a site plan review approved by the Planning Commission that will be at a later date.

Mielke moved Buckley supported SUP 2017-06 Public and Institutional Use, Location: S. Lincoln Rd. to the Township Board of Trustees. **Vote: Ayes: 8 Nays 0. Motion carried.**

G. SPR 2017-04 Self storage buildings & Office building 1982 E Remus Rd. Owner Mt. Pleasant Investment Properties (Authorized by current owner Greenspace Inc.)

Joe Quandt, representing Mt. Pleasant Properties and Tim Beebe, CMS & D stated that the applicant is proposing self storage buildings and office buildings with attached accessory buildings.

Township Planner, Gallinat, stated the proposed location of the self storage buildings and office building is currently vacant. A special use permit for self storage has been applied for at the same time as this site plan review. The ZBA determined at the March 2017meeting that both the office use and the accessory buildings for servicing and washing of trucks and related equipment are permitted uses.

Webster moved **Zerbe** supported to recommend approval of SPR 2017-04 Self Storage Buildings, and Office Space with the following conditions: access agreement with proposed self storage and office building, length of self storage buildings 225ft., row of trees to be planted behind proposed wall per the zoning ordinance; 5 ft sidewalk installed down Remus, Lincoln Rd.

deferred for 5 years or until a new site plan comes before the Planning Commission (6/15/2022) draft agreement and register with the Register of Deeds. **Vote: Ayes: 8 Nays 0. Motion carried.**

H. Preliminary site plan review Assisted Senior living/independent senior living S. Lincoln Rd. PID 14-020-20-001-03. Owner: Mt. Pleasant Investment Properties LLC (Authorized by current owner: Figg, Richard and Betty

The Planning Commission reviewed the preliminary site plan for the Assisted Senior Living/Independent Senior Living Facility; the Commissioners recommend a final site plan review adhering to the requirements of sections 10, 12, 17, and 30, also meeting all outside agency requirements.

The Planning Commission discussed the project and did not have any concerns per the preliminary site plan presented.

Other Business

Extended Public Comment - open 11:56 p.m.

No Comments.

Final Board Comment

Buckley - Commented on possibly spreading out heavy Agenda's.

Fuller – Commented on six month construction season and the need for applicants to get through all Boards and Commissions during this season.

Robinette – Commented on having Commissioner's packet containing all pertinent information and have questions brought to Township Planner before the meeting.

Adjournment – Chairman Squattrito adjourned the meeting at 12:01 a.m.

APPROVED BY:	
	Alex Fuller - Secretary
(Recorded by Jennifer Loveberry)	

CHARTER TOWNSHIP OF UNION Planning Commission Special Meeting

A special meeting of the Charter Township of Union Planning Commission held on June 29, 2017 at the Township Hall.

Meeting was called to order at 6:05 p.m.

Roll Call

Present: Buckley, Fuller, Mielke, Squattrito, Strachan, Webster, Woerle (late), and Zerbe

Excused: Robinette

Correspondence / Reports

No correspondence or reports.

Approval of Agenda

Webster moved Zerbe supported approval of the agenda as presented. Vote: Ayes: 7 Nays 0. Motion carried.

Public Comment – Open 6:08 p.m.

No comments.

Public Hearing

New Business

A. SPA 2017-01 Amendment to site plan SPR 2016-12 for location of sidewalks along Bluegrass Rd.

Tim Beebe, representing the applicant, cited the grade issue with the current sidewalk plan.

Webster moved **Strachan** supported to approve SPA 2017-01 amendment to site plan SPR 2016-12 as proposed. Vote: Ayes: 7 Nays: 0. Motion carried.

B. Discussion with LSL Planning for review of June 2017 Draft of Master Plan Discussion was held by LSL Planning Consultants and the Planning Commission while reviewing the June 2017 Master Plan Draft.

Other Business

Extended Public Comment –open 8:45 p.m.

No comments.

^{*}Woerle arrived 6:53 p.m.

Final Board Comment

Mielke introduced items of concern from the ZBA that he would like added as a future Agenda topics: height issues with accessory buildings in different zoning districts, specifications of zoning code regarding sheds on property is not clear.

<u>Adjournment</u> – Chairman Squattrito adjourned the meeting at 8:52 p.m.

APPROVED BY:	
	Alex Fuller - Secretary
(Recorded by Jennifer Loveberry)	



Board Expiration Dates

Planning Commission	Board Members (9 Me	mbers) 3 year term	
#	F Name	L Name	Expiration Date
1-BOT Representative	Norm	Woerle	11/20/2020
2-Chair	Phil	Squattrito	2/15/2020
3- Vice Chair	Bryan	Mielke	2/15/2018
4-Secretary	Alex	Fuller	2/15/2020
5-Vice Secretary	John	Zerbe	2/15/2018
6	Ryan	Buckley	2/15/2019
7	Denise	Webster	2/15/2020
8	Erik	Robinette	2/15/2018
9	Dwayne	Strachan	2/15/2018
Zoning Board	of Appeals Members (5	Members, 2 Alternates)	3 year term
#	F Name	L Name	Expiration Date
1-Chair	Tim	Warner	12/31/2019
2-PC Rep / Vice Chair	Bryan	Mielke	2/18/2018
3-Vice Secretary	Jake	Hunter	12/31/2019
4-Secretary	Mike	Darin	12/31/2019
5	Paul	Gross	12/31/2018
Alt. #1	Andy	Theisen	12/31/2019
Alt. #2	Taylor	Sheahan-Stahl	2/15/2018
	Board of Review (3 M	1embers) 2 year term	
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2018
2	James	Thering	12/31/2018
3	Brian	Neyer	12/31/2018
Alt #1	Mary Beth	Orr	1/25/2019
Citizens	Task Force on Sustaina	bility (4 Members) 2 year	term
#	F Name	L Name	Expiration Date
1	Laura	Coffee	12/31/2018
2	Mike	Lyon	12/31/2018
3	Jay	Kahn	12/31/2018
4	Phil	Mikus	11/20/2020
Cons	truction Board of Appea	als (3 Members) 2 year te	rm
#	F Name	L Name	Expiration Date
1	Colin	Herron	12/31/2017
2	Richard	Klumpp	12/31/2017
3	Andy	Theisen	12/31/2017
Hannah's Bark	Park Advisory Board (2	Members from Township) 2 year term
1	Mark	Stuhldreher	12/31/2018
2	John	Dinse	12/31/2017
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2019



Board Expiration Dates

EDA Board Members (11 Members) 4 year term			
#	F Name	L Name	Expiration Date
1	Thomas	Kequom	4/14/2019
2	James	Zalud	4/14/2019
3	Richard	Barz	2/13/2021
4	Robert	Bacon	1/13/2019
5	Ben	Gunning	11/20/2020
6	Marty	Figg	6/22/2018
7	Sarvijit	Chowdhary	1/20/2018
8	Cheryl	Hunter	6/22/2019
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	Mark	Perry	3/26/2018
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	
2	Vacant		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Brian	Smith	12/31/2019



Peter Gallinat, Township Planner pgallinat@uniontownshipmi.com 2010 South Lincoln Mt. Pleasant, MI 48858 Phone 989-772-4600 Ext. 241 Fax 989-773-1988

TO:

Planning Commission Township Planner

FROM:

New Business

SUBJECT: A R REZ 2017-05 R-2A One-and Two Family, Low Density Residential District to OS Office Service District. 502' x 298.5' Bellows Messenger LLC N. 1802 E. High St.

(Public Hearing required)

Applicant: Rowe Professional Services

Owner: Bellows Messenger LLC (Authorized by current owner First Baptist Church of Mt.

Pleasant.)

Location: 1802 E. High St. Southeastern corner 502' x 298.5'. PID 14-023-20-016-01

Current Zoning: R2-A One and Two Family, Low Residential District.

Adjacent Zoning: B-4 to the north across High street, R-2A to the east across Isabella Rd., R-4

and M-1 to the west (City of Mt. Pleasant.) OS-1 to the south (City of Mt. Pleasant.) Future Land Use/Intent: Residential: Primarily single family uses with limited mixed neighborhood commercial use.

Current Use: Baptist Church.

Reason for Request: Applicant proposes to rezone 502' x 298.5' of property to OS for the

construction of a medical office building

History: The portion of the property that is proposed for a rezone is currently vacant.

Objective of board: The Planning Commission shall submit the proposed amendment, along with its recommendation, to the Township Board for consideration within sixty (60) days from the conclusion of the public hearing.

Recommend at this time a recommendation to approve of REZ 2017-05 R-2A to OS 502' x 298.5' 1802 E. High Rd. PID 14-023-20-016-01 because

- > The proposed rezone meets Lot requirements of section 29 for an OS District.
- Planning commission recently expressed a desire for more neighborhood service property along Isabella Rd.
- > The current master plan allows for limited mixed neighborhood commercial use.

Peter Gallinat Twp Planner

APPLICATION FOR ZONING CHANGE CHARTER TOWNSHIP OF UNION ISABELLA COUNTY, MICHIGAN

APPLICATION	NO	DATE
A. I (WE)	Bellows Messenger, LLC	
Phone	\$ 1515 Lake Lansing Road, Lansing, MI 48912 517-487-0128	
Hereby IIIe	an application with the Township Cler	rk's dilice to:
1. <u>O</u>	Add to or change the text of the Zoni	ing Ordinance.
2. <u>O</u>	Change the district boundaries.	
3. <u>©</u>	Re-zone the property from R-2A One and To zoning classification to OS Office/Service zoning classification.	wo-Family District
in detail w	s application is for a text amendment hat you would like to change. Give secanges, standards, and procedures.	please describe tion numbers and
provide a co	s application is for the re-zoning of omplete legal description. I. The applicant proposes to purchase a portion of an existing the portion described on the attached sheet from R2A to OS.	parcel located at 1802 E.
	s application is for re-zoning please mmon description. (address, cross road	
-Northwest quadrar	nt of the Bellows St. and Isabella Rd. intersection. 502' x 298.5 h lot (1802 F. High St)	•
zoning chang structures.	provide reasons for requesting text a ge and include intended use of any lan oot medical office, occupied by Messenger Dermatology, is pro	d, buildings, or
following th	provide a site plan for any property ne requirements outlined in Section 12 ning Ordinance 1991-5.	to be re-zoned of the Union

G. List names and addresses of property owners feet of the property to be re-zoned. (use seperate	lying within 300 e sheet)
H. List all or any easements or right-of-ways wigranted said properties herein described. Ex 122' right of way to Consumers Energy dated September 27, 1949 and recorded Liber 239. Page 439.	hich have been
CERTIFICATION: I (WE) hereby certify that the afore information is assume responsibility for any error. SIGNED: Applicant	s accurate and
Applicant	Date
Applicant	Date
**************************************	*****
Date application referred to Planning Commission	
Date public hearing notice published	
Date public hearing notice mailed	
Planning Commission Action Adopted Deni	ed Date
Date referred to County Planning Commission	
Township Board Action Adopted Denied Date	te
Remarks:	
FEE RECEIPT NO	

Legal Description:

Part of the northeast ¼ of the northeast ¼ of Section 23, Town 14 north, Range 4 west, City of Mt. Pleasant, Isabella County, Michigan, described as beginning at a point on the west right-of-way line of Isabella Road, which is S00° 22'48"E, along the east line of said Section 23, 930.47 feet and N89° 49'04"W, parallel with the north line of said Section 23, 33.00 feet from the northeast corner of said Section 23; thence continuing N89° 49'04"W, 501.58 feet; thence S00° 22'48"E, parallel with said east line, 298.50 feet to a point on the north right-of-way of Bellows Street; thence S89° 49'04"E, along said north line, 501.58 feet to a point on said west line; thence N00° 22'48"W, along said west line, 298.50 feet to the point of beginning. Containing 3.44 acres of land. Subject to the easterly portion thereof as Isabella Road, the southerly portion thereof as Bellows Street and any other easements, restrictions or rights of way of record.

Application for Zoning Change

Charter Township of Union, Isabella County, Michigan

Re-Zoning Application for Bellows Messenger, LLC

Property Owners within 300 Ft of Property to be Rezoned - Section G

Julie Bontrager

3181 S Isabella Rd, Mt. Pleasant

Richard Pollion LLC

3245 S Isabella Rd, Mt. Pleasant

SHIVM LLC

1750 E Bellows, Mt. Pleasant

James and Kylee Johnson

1039 Sweeney St, Mt. Pleasant

Tracy Henry

1037 Sweeney St, Mt. Pleasant

Michigan Investment Partners

1019 Sweeney St, Mt. Pleasant

David and Linda Wirgau

1017 Sweeney St, Mt. Pleasant

Mary A Judge Trust

1015 Sweeney St, Mt. Pleasant

James J and Elizabeth L Endres

1013 Sweeney St, Mt. Pleasant

Priscilla F Adams

1011 Sweeney St, Mt. Pleasant

Elina Erzikova

1009 Sweeney St, Mt. Pleasant

Jennifer and Schaeffer JE Kitchen

1007 Sweeney St, Mt. Pleasant

Virgina Mae Sharp Trust

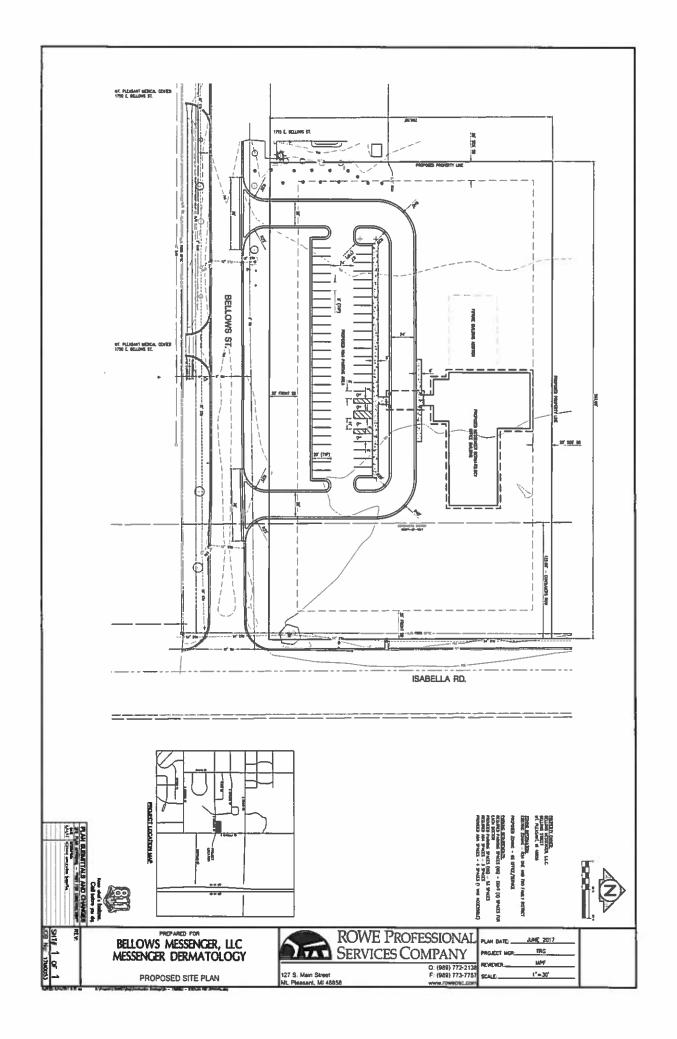
1005 Sweeney St, Mt Pleasant

William M and Shirley J Smith

1003 Sweeney St, Mt. Pleasant

Tomiko O Pearsall

1001 Sweeney St, Mt. Pleasant



UNION TOWNSHIP PUBLIC HEARING NOTICE -REZONING

NOTICE is hereby given that a Public Hearing will be held on Tuesday, July 18, 2017, at 7:00 p.m. at the Union Township Hall located at 2010 South Lincoln Road, Mt. Pleasant, Michigan, before the Union Township Planning Commission for the purpose of hearing any interested persons in the following request for a rezoning of 502' x 298.5' of property from R-2A (One and Two Family, Low Density Residential District) to OS (Office Service District), as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by **Bellows Messenger**, **LLC** a rezoning of 502' x 298.5' located in southeastern corner of PID 14-023-20-016-01 from R-2A to OS District

Legal Description of property: Part of the northeast ¼ of the northeast ¼ of Section 23, Town 14 north, Range 4 west, City of Mt. Pleasant, Isabella County, Michigan, described as beginning at a point on the west right-of-way line of Isabella Road, which is S00° 22'48"E, along the east line of said Section 23, 930.47 feet and N89° 49'04"W, parallel with the north line of said Section 23, 33.00 feet from the northeast corner of said Section 23; thence continuing N89° 49'04"W, 501.58 feet; thence S00° 22'48"E, parallel with said east line, 298.50 feet to a point on the north right-of-way of Bellows Street; thence S89° 49'04"E, along said north line, 501.58 feet to a point on said west line; thence N00° 22'48"W, along said west line, 298.50 feet to the point of beginning. Containing 3.44 acres of land. Subject to the easterly portion thereof as Isabella Road, the southerly portion thereof as Bellows Street and any other easements, restrictions or rights of way of record.

This property is located at: 1802 E. HIGH STREET MOUNT PLEASANT, MI 48858 PID 14-023-20-016-01

All interested persons may submit their views in person, in writing, or by signed proxy prior to the public hearing or at the public hearing.

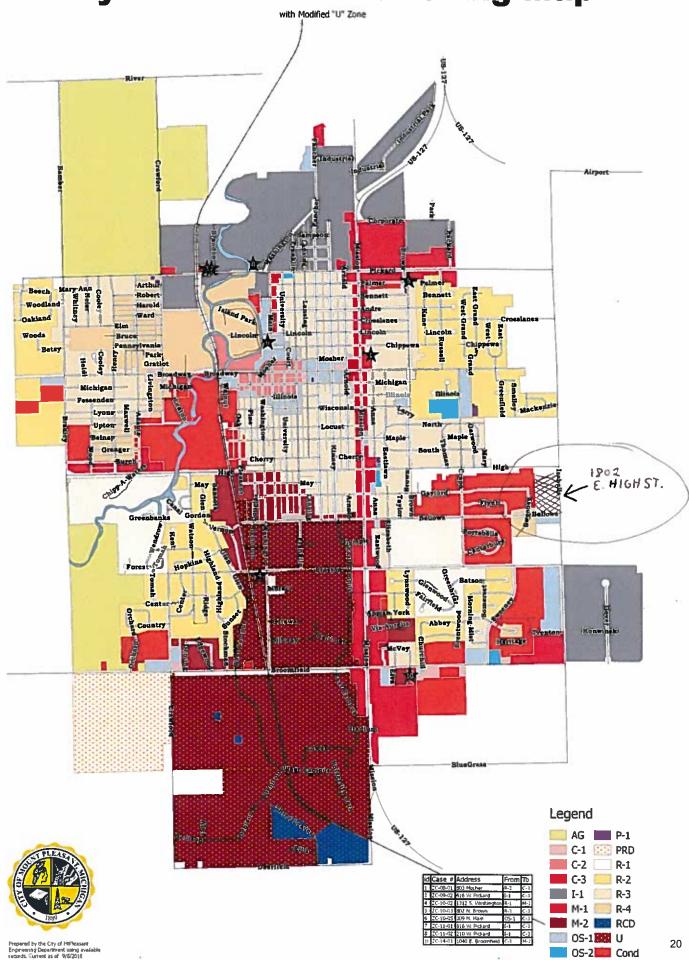
All materials concerning this request may be seen at the Union Township Hall, located at 2010 S. Lincoln Road, Mt. Pleasant, Michigan, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Phone (989) 772 4600 extension 241.

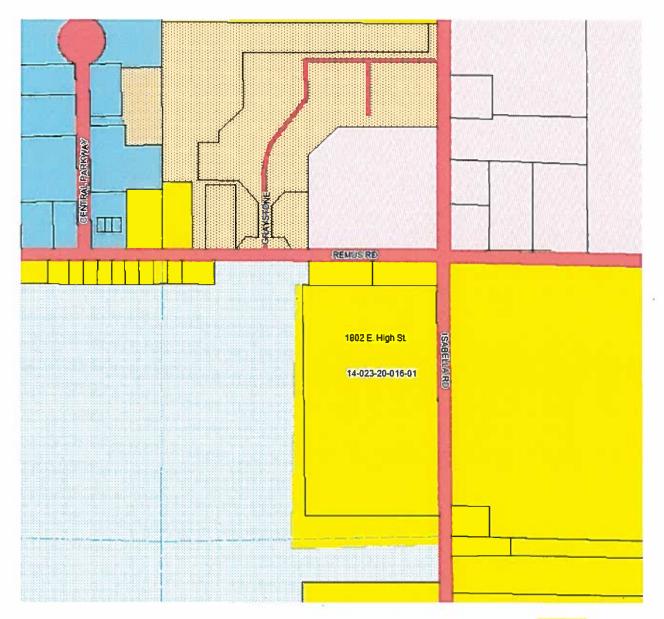
Peter Gallinat, Township Planner



Applicant Bellows Messenger LLC has proposed a 502' x 298.5' rezoning of 1802 E. High St. located in the southeastern corner of the parcel. The property outlined in RED is the subject property. The YELLOW outline represents properties within 300 feet of the subject property. The current property is zoned R-2A (One and Two Family, Low Density Residential District) to OS (Office Service District) Subject property abuts The Charter Township of Union and the City of Mount Pleasant.

City of Mt. Pleasant Zoning Map





This is a portion of the Zoning map for the Charter Township of Union. All YELLOW parcels are R-2A(One and Two Family, Low Density Residential District). All PINC parcels are B-4(General Business District) The Tan/Brownish Sand colored parcels are R-3A(Multiple Family Residential District). The BLUE parcels are OS(Office Service District) This the type of zoning change the applicant has requested. 502' x 298.5' from yellow to blue. The large shaded area to the west and south of 1802 E. High St. is property in the City of Mt. Pleasant Zoning Map.



MICHIGAN GROUP

AFFIDAVIT OF PUBLICATION

48 West Huron Street • Pontiac, MI 48342

CHARTER TOWNSHIP OF UNION 2010 S Lincoln

Mount Pleasant, MI 48858 Attention: Peter Gallinat

> STATE OF MICHIGAN, COUNTY OF ISABELLA

The undersigned ________, being duly sworn the he/she is the principal clerk of Morning Sun, morningstarpublishing.com, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

CHARTER TOWNSHIP OF UNION

Published in the following edition(s):

Morning Sun 07/02/17 morningstarpublishing.com 07/02/17

TINA M CROWN
Notary Public - Michigan
Lapeer County
My Commission Expires Mar 30, 202
Acting in the County of

UNION TOWNSHIP PUBLIC HEARING NOTICE -REZONING

NOTICE is hereby given that a Public Hearing will be held on Tuesday, July 18, 2017, at 7:00 p.m. at the Union Township Hall located at 2010 South Lincoln Road, Mt. Pleasant, Michigan, before the Union Township Planning Commission for the purpose of hearing any interested persons in the following request for a rezoning of 502'x 298.5' of property from R-2A (One and Two Family, Low Density Residential District) to OS (Office Service District), as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by Bellows Messenger, LLC a rezoning of 502' x 298.5' located in southeastern corner of PID 14-023-20-016-01 from R-2A to OS District

Ol from R-2A to OS District

Legal Description of property: Part of the northeast ¼ of the northeast ¼ of Section 23, Town 14 north, Range 4 west, City of Mt. Pleasant, Isabella County, Michigan, described as beginning at a point on the west right-of-way line of Isabella Road, which Is S00° 22'48"E, along the east line of said Section 23, 930.47 feet and M89" 49'04"W, parallel with the north line of said Section 23, 33.00 feet from the northeast corner of said Section 23; thence continuing N89" 49'04"W, 501.58 feet; thence 500" 22'44"E, parallel with said east line, 298.50 feet to a point on the north right-of-way of Bellows Street; thence 580" 49'04"E, along said north line, 501.58 feet to a point on said west line; thence N00" 22'48"W, along said west line, 298.50 feet to the point of beginning. Containing 3.44 acres of land. Subject to the easterly portion thereof as Isabella Road, the southerly portion thereof as Bellows Street and any other easements, restrictions or rights of way of record.

This property is located at: 1802 E. HIGH STREET MOUNT PLEASANT, MI 48858 PID 14-023-20-016-01

All interested persons may submit their views in person, in writing, or by signed proxy prior to the public hearing or at the public hearing.

All materials concerning this request may be seen at the Union Township Hall, located at 2010 S. Lincoln Road, Mt. Pleasant, Michigan, between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday. Phone (989) 772

Peter Gallinat, Township Planner Published July 2, 2017

Sworn to the subscribed before me this

Notary Public, State of Michigan Acting in Oakland County

Advertisement Information

Client Id: 531226

Ad Id:

1375749

PO:

Sales Person: 200300

LEBRA ENTERPRISES LLC 1300 EAST PICKARD MT PLEASANT, MI 48858

MT PLEASANT CITY OF 401 NAMAINET 320 W. Browlway MT PLEASANT, MI 48858

RESIDENTIAL & COMMERCIAL CONTR 2479 ROSEWOOD NORTH DR MT PLEASANT, MI 48858

ROSEWOOD DEVELOPMENT CO LLC PO BOX 268 MT PLEASANT, MI 48804

RESIDENTIAL & COMMERCIAL CONTR 1300 E PICKARD MT PLEASANT, MI 48858

PITTS RALPH J 1619 E GAYLORD CONDO A MT PLEASANT, MI 48858

BOURLAND BESSIE M ET AL 2495 E DENVER RD ROSEBUSH, MI 48878

VEITH MICHELLE A 1619 E GAYLORD CONDO C MT PLEASANT, MI 48858

VEITH ALBERT E & MILDRED A 1619 E GAYLORD CONDO D MT PLEASANT, MI 48858

WESTBROOK BETTY 1621 E GAYLORD CONDO A MT PLEASANT, MI 48858

CASHEN AMY R 1621 E GAYLORD CONDO B MT PLEASANT, MI 48858

SIEFKER LARRY & CAROL 1641 E GAYLORD MT PLEASANT, MI 48858

HOLLAND DONALD & CONSTANCE TRU 1643 E GAYLORD MT PLEASANT, MI 48858

WELSH JUDITH L FAMILY TRUST 1645 E GAYLORD MT PLEASANT, MI 48858

HAWKINS WILLIAM & DORIS 1647 E GAYLORD MT PLEASANT, MI 48858

PIERATT RICHARD C & KAY M 1653 E GAYLORD MT PLEASANT, MI 48858

CARTER RUDOLPH C LIVING TRUST 1655 E GAYLORD MT PLEASANT, MI 48858

HUFFMAN CHARLES &JANICE LIFE E 1657 E GAYLORD MT PLEASANT, MI 48858

TURNER DONNA BELL REV TRUST 1659 E GAYLORD MT PLEASANT, MI 48858

VOLANT NORMAN E & BETTY JEAN T 1663 E GAYLORD MT PLEASANT, MI 48858

BRANNAN SAMUEL & CAROL 1665 E GAYLORD MT PLEASANT, MI 48858

SMALLEY DALE S REV TRUST PO BOX 1772 MT PLEASANT, MI 48804-1772

ERVIN CAROL S 2105 CORNERSTONE DR MT PLEASANT, MI 48858 HEYDENBURG CAROLE N TRUST 1671 E GAYLORD MT PLEASANT, MI 48858

HASLER REGINA 1673 E GAYLORD MT PLEASANT, MI 48858 **NEAL ROBERT & PEGGY** 1675 E GAYLORD MT PLEASANT, MI 48858

GARDNER JAMES & SUSAN 205 MADISON ST BRIGHTON, MI 48116

HANSEN KERMIT & NANCY LIFE EST 1661 E GAYLORD CONDO A MT PLEASANT, MI 48858

ZEITER LYNN 1661 E GAYLORD, CONDO B MT PLEASANT, MI 48858

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MT PLEASANT, MI 48804-0982

PO BOX 982

SCHMALBACH MAUREEN TRUST MARKEL EDWARD **ERVIN ERIN J** 1661 E GAYLORD CONDO D 1681 E GAYLORD, UNIT A 1681 E GAYLORD CONDO B MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 MOSES OLGA FABIANA LOVE DENISE M & LOVE CHRISTOPH **GOLDEN JOANNE J TRUST** 1681 E GAYLORD, CONDO C 1681 E GAYLORD CONDO D 1004 SWEENEY ST MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 MICHIGAN INVESTMENT PARTNERS L **HSIA MARY TRUST VANCÉ MICHAEL G & BEVERLY** PO BOX 71 1024 SWEENEY **1028 SWEENEY ST** MT PLEASANT, MI 48804-0071 MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 WORDEN VALERIE N PEARSALL TOMIKO O SMITH WILLIAM M & SHIRLEY J 1030 SWEENEY ST 1001 SWEENEY 1003 SWEENEY ST MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 SHARP VIRGINIA MAE TRUST KITCHEN JENNIFER &SCHAEFFER JE **ERZIKOVA ELINA** 1005 SWEENEY ST 1007 SWEENEY ST 1009 SWEENEY ST MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 ADAMS PRISCILLA F **ENDRES JAMES J & ELIZABETH L** JUDGE MARY A TRUST 321 RIVIARA PLACE 1013 SWEENEY ST 1015 SWEENEY ST CHESAPEAKE, VA 23322 MT PLEASANT, MI 48858 MT PLEASANT, MI 48858 WIRGAU DAVID & LINDA MICHIGAN INVESTMENT PARTNERS L BAUDER BONNIE L 1017 SWEENEY ST PO BOX 71 PO BOX 67 MT PLEASANT, MI 48858 MT PLEASANT, MI 48804-0071 MT PLEASANT, MI 48804-0067 **GREEN GARY B & VICKI D** RESIDENTIAL & COMMERCIAL CONTR RESIDENTIAL & COMMERCIAL CONTR 1640 E GAYLORD PO BOX 982 PO BOX 982 MT PLEASANT, MI 48858 MT PLEASANT, MI 48804-0982 MT PLEASANT, MI 48804-9982

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RESIDENTIAL & COMMERCIAL CONTR PO BOX 982 MT PLEASANT, MI 48804-0982

PHEASANT RUN ONE MOSHER ST MT PLEASANT, MI 48858 SHIVM LLC 317 E WARWICK DR, STE B ALMA, MI 48801

TWP

HUBER BRIANNA & 2904 W JORDAN RD MOUNT PLEASANT, MI 48858 UPTOWN TRAVEL EXCLAMATION AVERTISEN & 2929 S ISABELLA RD MOUNT PLEASANT, MI 48858

ISABELLA DEVELOPMENT CORP 5232 E BROADWAY #100 MOUNT PLEASANT, MI 48858

TEG STONE CREST LLC 382A ROUTE 59 STE 101 Mo.U.SE y

PARAS GROUP LLC St. V. h. Shta 1642 SOMERSET DR 1420 BETSEN PL MOUNT PLEASANT, MI 48858

ISABELLA LAND LLC 1515 LAKE LANSING RD STE 100 LANSING, MI 48912

TSABELLA LANDLEC 1515 LAKE LANSING RD STE 100 **L**ANSING, MI 48912

WETHERBEE KEVIN & ANDREA 1717 E HIGH ST MOUNT PLEASANT, MI 48858

D & K LAND LLC 10039 10 MILE RD EVART, MI 49631

IRWIN GLEN & NANCY 1715 E HIGH ST MT PLEASANT, MI 48858 WILSON JULIE D 1652 E HIGH ST MOUNT PLEASANT, MI 48858 **BRAUKER ASHLEY L** 1648 E HIGH ST MOUNT PLEASANT, MI 48858

BRAUKER CHRISTINE & ROBERT E 1646 E HIGH ST MT PLEASANT, MI 48858

BRAUKER CHRISTINE Y& ROBERT E 1646 EHIGH ST MT PLEASANT, ML48858

IRWIN GLEN & NANCY

FIRST BAPTIST CHURCH OF MT PL 1802 E HIGH ST MT PLEASANT, MI 48858

BONTRAGER JULIE & 797 W REMUS RD MOUNT PLEASANT, MI 48858 POLLION RICHARD LLC 1074 CLUBHOUSE DR WEIDMAN, MI 48893

MULLIN NICHOLAS 3265 S ISABELLA RD MOUNT PLEASANT, MI 48858 **GADBURY NICOLAS E & KELLEY M** 3295 S ISABELLA RD MT PLEASANT, MI 48858

P & J LANDMANAGEMENT LLC **3602 FAWN DR** MOUNT PLEASANT, MI 48858

DENHEETEN JOHN G & CHRISTINE M 1654 E HIGH ST MT PLEASANT, MI 48858

FIRST BAPTIST CHURCH OF MT PL 1802 E HIGH 81 MT PLEASANT, MT 48858

FIRST BAPTIST CHURCH OF MT PL 1802 EHIGH ST MT PLEASANT, MI 48858

THOMPSON JONATHAN 1615 E BELLOWS MT PLEASANT, MI 48858 KINNEY JOY E 1617 E BELLOWS MT PLEASANT, MI 48858 **NEMCHEK TIM & COURTNEY** 1038 SWEENEY ST MT PLEASANT, MI 48858-1698

JOHNSON JAMES & KYLEE 1039 SWEENEY ST MT PLEASANT, MI 48858

HENRY TRACY 1037 SWEENEY ST MT PLEASANT, MI 48858

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into as of the date of the execution of the final party to sign this Agreement (the "Effective Date" however shall be February ______, 2017) by and between First Baptist Church of Mt. Pleasant, Michigan, ("Seller"), and Gregory Messenger, a disclosed agent of a Michigan Limited Liability Company to be formed, ("Purchaser") (collectively, the "Parties"), upon the terms and conditions stated below.

Article I Background and Certain Definitions

Seller is the owner of certain vacant land described as the vacant 3.44 acres located on the north west corner of S. Isabella Rd. and E. Bellows St., Mt. Pleasant, being a portion of the approximate 19.1 acres on which the Seller's church building and other buildings are located. A survey of the property will be prepared by the Purchaser, at Purchaser's expense and will be provided to the Seller who will inspect and verify its agreement with the property depicted within 5 business days of submission after which it will be attached hereto as Exhibit 1 (the "Property"). Said Property is generally depicted in the aerial photograph and drawing attached hereto as Exhibit 2. Subject to and in accordance with the provisions of this Agreement, Seller has agreed to sell and Purchaser has agreed to purchase all of Seller's interest in the Property (as defined in this Agreement) (the "Purchase").

- 1.1 <u>Definitions</u>. For purposes of this Agreement, the following terms shall have the following meanings:
- a. "Closing Date" shall mean any day within thirty (30) days after the expiration of the Inspection and Due Diligence Period and the completion of the conditions to closing as stated in this Agreement, which may be designated by Purchaser as the Closing Date for the sale of the Property by at least ten (10) business days' prior written notice to Seller (or, failing such notice, the first business day after the 29th day after the expiration of the Inspection Period).
- b. "Earnest Money" shall mean the sum of Twenty-Five Thousand Dollars which will be deposited with Mt. Pleasant Abstract & Title ("Title Company") (in a non-interest bearing account) pursuant to the terms of an Earnest Money Deposit Holding Agreement in the form attached hereto as **Exhibit 3**.
- c. "Property" shall mean:
 - (i) the Property, together with all the rights and appurtenances pertaining to the Property, and including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (collectively, the "Land");
 - (ii) any infrastructure improvements on the Land, to the extent they exist (collectively, the "improvements");

- (iii) All mineral rights and rights of access to bordering roadways.
- d. "Purchase Price" shall mean Two Hundred Eighty-Three Thousand Eight Hundred Dollars subject to adjustments as set forth herein. The agreed to price is \$82,500 per acre and while the parties are anticipating the final dimension of the property will result in 3.44 acres, slight adjustments to the size may need to be made to the overall size because of factors beyond the control of either party such as but not limited to set-back requirements and road frontage requirements imposed by governmental units.
- e. "Title Company" shall mean Mt. Pleasant Abstract & Title whose address is 116 Court Street, Mt. Pleasant, MI 48858, Phone: 989-773-3651.

Article 2 Purchase and Sale

- 2.1 <u>Agreement of Purchase and Sale</u>. Seller agrees to sell and convey, and Purchaser agrees to purchase, upon the terms and conditions of this Agreement, the Property for the Purchase Price.
- 2.2 <u>Earnest Money</u>. Within five business days after execution of this Agreement by Seller and Purchaser, Purchaser shall deposit with Title Company the Earnest Money.
- 2.3 <u>Payment of Purchase Price</u>. The Purchase Price shall be payable at Closing in certified funds, immediately available. From the amount to be paid to Seller at Closing said amount shall be used to pay all then-existing liens, mortgages, and other debt and encumbrances required by this Agreement to be paid upon the Property simultaneously with the Closing so that the title to the Property is free and clear of liens and debt, except those expressly permitted by this Agreement as of Closing. After payment of all then-existing liens, mortgages, and other debt and encumbrances upon the Property, the remainder of the Purchase Price shall be paid to Seller.

Article 3 Title and Survey

3.1 <u>Commitment for Title Insurance</u>. Promptly following the obtaining of a survey of the Property, Purchaser shall obtain, at Seller's cost, a title commitment (the "Title Commitment") covering the Property underwritten by Title Company. The Title Commitment shall (a) name Seller as the fee simple owner of the Property and name Purchaser as the party to be insured, (b) show all matters affecting record title to the Property, (c) bind Title Company to issue, on the Closing Date, an ALTA Form B owner's policy of title insurance, without standard exceptions, or an equivalent endorsement to an existing policy acceptable

to Purchaser (the "Title Policy"), and (d) copies of all documents referenced in the title commitment. The amount of insurance identified in the Title Commitment with respect to the Property shall be the Purchase Price.

3.2 Survey. Purchaser shall, at its cost, order a boundary survey covering the Property, complying with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" currently established and adopted by ALTA and ACSM in its most recent iteration, and meeting the accuracy requirements of a Class A survey (the "Survey"). The Survey shall be ordered and delivered promptly following the Effective Date. The Survey shall show (a) all adjacent public streets and roadways, together with the center lines thereof, (b) the means of ingress and egress to and from the Property, (c) the exact location of all curb cuts, access roads, and entry points of all utilities to the Property from the point of connection to the public utilities, (d) the exact location of all improvements on the Property, (e) the exact location of all recorded or visible easements on or servicing the Property, and (f) the exact location of all drainage and utility lines, connections, and other facilities on or servicing the Property. The surveyor shall be required to certify to Purchaser. Title Company, Seller, and such other persons or entities as Purchaser may desire that (1) no portion of the Property lies within a federally designated flood plain, and (2) there are no encroachments either onto or off of the Property. If the surveyor is unable to certify any such items, the surveyor shall state this inability and indicate the reason. The legal description of the Property set forth in the Title Commitment which Seller shall deliver under Section 3.1 shall conform exactly to the legal descriptions in the Survey required under this Section 3.2. If the Title Commitment discloses that the Seller does not have marketable title to the surveyed description, Seller shall pay the Purchaser for the cost of the Survey.

3.3 Review Period.

a. Purchaser shall have thirty (30) days (the "Review Period") from the later of the receipt of the Title Commitment, legible copies of all instruments referred to in Schedule B-1 of the Title Commitment, or the Survey to notify Seller, in writing, of any material objections (as determined in Purchaser's judgment reasonably exercised) which Purchaser may have to any matter contained in the Title Commitment or Survey. The items contained in the Title Commitment or Survey to which Purchaser does not object during the Review Period shall be deemed permitted exceptions (the "Permitted Exceptions"). In the event Purchaser shall notify Seller of material objections to the Title Commitment or Survey prior to the expiration of the Review Period, Seller shall have ten (10) days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may (but shall not be required to) cure or remove each such objection, or obtain title insurance against such objectionable condition in a manner acceptable to Purchaser.

- b. If Seller fails either to cure or remove an objection or obtain such title insurance with respect to the Property to the reasonable satisfaction of Title Company and Purchaser prior to the expiration of the Cure Period, Purchaser may either terminate this Agreement without liability and recover from Seller the cost of the survey or waive such objection and accept the condition of such title and survey to the Property as set forth in the Title Commitment and Survey with respect to the Property, without any reduction in the Purchase Price. Failure of Purchaser to send written notice of the exercise of the election available to it pursuant to the immediately preceding sentence within ten (10) business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive its objections with respect to the Property and to accept the condition of title as set forth in the Title Commitment and Survey without reduction in the Purchase Price.
- 3.4 Owner's Policy of Title Insurance. On the Closing Date, the Purchaser will cause the Title Company to issue to Purchaser, at Seller's expense, a Title Policy or an equivalent endorsement to an existing policy acceptable to Purchaser in conformity with the Title Commitment. The Title Policy or update of the existing policy shall insure title to the Property owned by Seller in the amount described above, without standard exceptions, but subject to the Permitted Exceptions. Seller shall deliver any owner's affidavits or similar documents to Title Company to facilitate the removal of the standard exceptions in the Title Policy or the update of the existing title policy.

Article 4 Inspection Period & Due Diligence

4.1 Right of Inspection. Commencing on the expiration of the Review Period referenced in section 3.3 above ending at 5:00 p.m. Eastern Standard Time on the one hundred and eightieth day (180th) day following the expiration of the Review Period (the "Inspection Period"), Purchaser shall have the right to make a physical inspection of the Property as necessary to perform the Due Diligence activities contemplated by this Agreement. Within twenty (20) days after the Effective Date. Seller shall deliver to Purchaser copies of any existing (a) environmental site assessments or reports. (b) soils reports, (c) any notices and other correspondence which have been received from governments with jurisdiction over the Property with regard to pending government actions with respect to the Property, in Seller's or its agent's possession or control. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspection of the Property, and, notwithstanding anything to the contrary in this Agreement, such obligation to indemnify shall survive the Closing Date or any termination of this Agreement. All inspections shall occur at reasonable times and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller, its employees, or its tenants. Purchaser shall give Seller prior notice of the dates and times of any anticipated inspections so that those may be coordinated with Seller's operation

schedule. The Due Diligence efforts to be made by Purchaser are those required to determine that an approximate 10,000 square foot medical office building can be built in a manner acceptable to Purchaser which efforts (in no particular order) include but are not limited to the following:

- a. Completion of thorough investigations of all surveys, environmental site assessments, soil borings, contracts, commitments, assets, and facilities of Subject Property.
- b. Zoning approval and/or use for medical office approved by the governing municipal party in a manner generally described in the drawing previsously attached as Exhibit 1 to the Letter of Intent executed by the parties.
- c. Application and approval of financing for construction of the land improvements and building.
- d. Such splitting of the applicable parcel(s) to create a parcel as described above as the Subject Property.
- e. Verification of utility hookups in a location and at a cost acceptable to Purchaser.
- 4.2 Right of Termination. In the event Purchaser determines that it does not wish to proceed with the Purchase, Purchaser shall have the right, prior to the expiration of the Inspection Period described in Section 4.1, to terminate this Agreement by delivery of a written notice to Seller (the "Notice of Termination"). Upon timely delivery by Purchaser of the Notice of Termination, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser. In the absence of timely delivery of any such Notice of Termination, this Agreement shall continue in force and effect.

Article 5 Extension of Inspection Period

Purchaser shall have the right to extend the Inspection Period by an additional period of sixty (60) days. In order to extend the Inspection Period, Purchaser shall deliver to Seller notice as required by this Agreement at least five (5) days prior to the expiration of the then-existing Inspection Period.

Article 6 Closing

6.1 <u>Time and Place</u>. The closing shall be held at the offices of the Title Company in Mt. Pleasant, Michigan or at such other place as Seller and Purchaser may agree (the "Closing"). At the Closing, Seller and Purchaser shall perform the obligations set forth in,

respectively, Section 6.2 and Section 6.3, the performance of which obligations shall be concurrent conditions.

6.2 Seller's Obligations at Closing, At Closing, Seller shall:

- a. assign, convey, transfer and set over unto Purchaser, and such other persons and entities as may be designated by Purchaser in accordance with Section 11.3, all of Seller's right, title and interest in the Property and such other documents as may be customary or reasonably requested by Purchaser to reflect the transfer. The Seller is not granting to Purchaser any right of division(s) under Section 108 of the Land Division Act, being 288 of the Public Acts of 1967, as amended;
- b. join with Purchaser in the execution of a closing statement (the "Closing Statement");
- c. pay the full amount of any tax which has been billed or assessment which is a lien against the Property as of the Closing Date:
- d. deliver to Purchaser all permits in Seller's possession related to the Property;
- e. deliver to Purchaser executed copies of appropriate resolutions of Seller, evidencing Seller's consent to the Purchase;
- f. provide for the discharge of any and all mortgages, liens, and other encumbrances on the Property, except those easements, rights-of-way, and other restrictions shown on the Title Commitment to which there has been no objection from Purchaser; and
- 6.3 <u>Purchaser's Obligations at Closing</u>. At Closing, Purchaser, and such other persons and entities as may be designated by Purchaser in accordance with Section 11.3, shall:
- pay to Seller the amount of the Purchase Price to be paid as provided above by certified check or immediately available wire transferred funds pursuant to Section 2.3:
- b. join with Seller in the execution of such documents as may be customary or reasonably requested by Seller to reflect the Purchase; and

6.4 Credits and Prorations.

- a. The following items shall be apportioned between Seller and Purchaser as of 12:01 a.m. Eastern Standard Time, on the Closing Date, as if Purchaser was vested with title to the Property on the Closing Date, and the net amount shall be settled as provided below:
 - (i) Real and Personal Property Taxes. Seller has represented that the Property is tax exempt and therefore there is no need to prorate property taxes. Purchaser shall be responsible for all taxes assessed against the property for the period of time from and after the Closing Date;
 - (ii) <u>Special Assessments</u>. Special assessments which have become liens against the Property shall be the obligation of Seller;
 - (iii) Post-Closing Reconciliations. Following Closing, Seller and Purchaser shall each continue to identify amounts or invoices which were not accounted for at Closing. The amounts shall be set forth in a reconciliation which shall identify any amount due to Seller or Purchaser, as the case may be, and sent to the other Party. Such amount shall be paid by Seller or Purchaser, as the case may be, within ten (10) days of the completion of the reconciliation.
- b. All other matters with respect to all prorations and adjustments described in this Section 6.4 shall be effected by increasing or decreasing, as appropriate, the amount of cash to be paid by Purchaser to Seller at Closing. The provisions of this Section 6.4 shall survive the Closing.
- 6.5 Closing Costs. At Closing, Seller shall pay (a) the fees of any counsel or other financial advisors representing it in connection with such transaction, (b) the cost of the Title Policy, (c) any transfer tax, documentary stamp tax, or similar tax which becomes payable by reason of the transfer of the Property, (d) one-half of any closing and escrow fees charged by Title Company. Purchaser shall pay (1) all recording and filings fees for transfer of the Property, (2) the fees of any counsel, financial adviser, or broker representing Purchaser in connection with the Purchase, (3) the fees for all third party consulting or due diligence work contracted for by Purchaser, including, but not limited to, any engineering reports and environmental site assessments, (4) any additional costs incurred for endorsements to the Title Policy (other than as provided in Section 3.1 hereof) or any other additional title insurance coverage requested by Purchaser, (5) one-half of any closing and escrow fees charged by Title Company, and all survey fees. All other costs and expenses incident to the Purchase and the Closing shall be paid by the Party incurring them. The obligations of the Parties to pay the amounts stated above shall survive the Closing such that if any amounts to be paid become known following the Closing, the

responsible Party shall pay the required amounts promptly upon being informed of the amount owing.

- 6.6 <u>Conditions to Closing</u>. Each Party's obligation to proceed to and complete the Closing shall be subject to the conditions provided below:
- a. The obligation of Purchaser to close the Purchase is subject to the completion of the following conditions:
 - all of the representations, warranties, and covenants of Seller as provided in Article 7 are true and correct and remain true and correct as of the Closing Date;
 - (ii) all objections of Purchaser with regard to the Title Commitment, the Survey, or from its inspections which Seller has agreed to cure have been cured as required including the payoff either prior to or at the Closing of all mortgages, liens and other encumbrances, upon the Property to which Purchaser has made objection;
 - (iii) approval of a loan and issuance of a mortgage to Purchaser from a lender of Purchaser's choice, to close simultaneously with the Closing in an amount and with terms acceptable by Purchaser; and
 - (iv) approval of all conditions and requirement to allow the construction of the contemplated medical office building.
- b. The obligation of Seller to close the Purchase is subject to the completion of the condition that all of the representations and warranties of Purchaser as provided in Article 7 are true and correct and remain true and correct as of the Closing Date.

Article 7 Representations, Warranties, and Covenants

7.1 Representations, Warranties, and Covenants of Seller. Purchaser acknowledges that it is purchasing the Property and accepting it in its "as is, where is" condition based upon its own inspection as to the Property, without representation or warranty on the part of Seller, except as specifically set forth in this Section 7.1. Notwithstanding the foregoing, as to the Property, as applicable, Seller represents and warrants to, and covenants with, Purchaser the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date, subject to changes arising in the ordinary course of business or permitted under this Agreement, provided that Purchaser shall be notified of the same, and shall survive the

consummation of the Purchase for a period of twelve (12) months after the Closing, and upon each of which Purchaser does and shall continue to rely:

- a. Except as shown on the Title Commitment, Seller is the fee title owner of the Property.
- b. Except as shown on the Title Commitment, to the knowledge of Seller, there are no unrecorded or undisclosed legal or equitable interests in the Property owned or claimed by any party other than Seller;
- c. To the knowledge of Seller, there is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no proposed assessments or any public improvements affecting the Property which have been ordered to be made and/or which have not been completed, assessed, and paid for as of the Effective Date;
- Seller has received no notice of, and has no knowledge of, any existing or threatened condemnation, eminent domain proceeding, or any action of a similar kind or any change, redefinition, or other modification of the zoning classification which would affect the Property;
- e. To the knowledge of Seller, there is no Lease, occupancy agreement or any right whatsoever in any party to occupy the Property, or any part;
- f. To the knowledge of Seller (i) there are no existing violations of any law, building code, zoning ordinance, license, or building rule or regulation affecting the Property in any material respect and (ii) the Property is in compliance with all zoning ordinances;
- g. Seller is the owner of all Personal Property, subject to no liens, security interests, or encumbrances whatsoever, except the mortgage liens or security interests expressly permitted by this Agreement and liens for taxes not yet due and payable;
- h. To the knowledge of Seller: (i) while Seller owned or operated the Property, the Property was not used for the purpose of the disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing, or transporting any hazardous or toxic waste or substance, as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901, et seq., as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., as amended, the Superfund Amendments and Reauthorization Act, Public Law 99-499, or the

Michigan Natural Resources and Environmental Protection Act (MCL 324.20101 et seq.), including, but not limited to, mono- and poly-chlorinated biphenyls, asbestos-containing materials and petroleum and petroleum products and Seller's constituents; and (ii) no such materials are located on the Property;

- i. Seller is not currently a party to any proceedings under any applicable bankruptcy, reorganization, insolvency, or similar laws;
- j. At or prior to the Closing, Seller shall use reasonable efforts to promptly notify Purchaser of any material change in any condition which comes to Seller's attention with respect to the Property or of any event or circumstance which makes any representation or warranty to Purchaser under this Agreement untrue or misleading, or any covenant of Seller under this Agreement incapable or less likely of being performed;
- k. From and after the Effective Date and through and including the Closing Date, Seller agrees to make no changes or alterations to the Property;
- I. Seller is a valid Michigan entity established under the laws of the State of Michigan;
- m. The Property is free and clear of all liens, pledges, encumbrances and security agreements except those which are to be assumed under this Agreement and there are no outstanding debts or liabilities which are known, have been claimed, or of which Seller has received any type of notice outstanding against Seller or the Property except those which are currently being incurred in the ordinary course of business and which will be paid at closing or otherwise accounted for as provided in Section 6.4:
- n. Notwithstanding anything contained in this Section 7.1 to the contrary, if Purchaser discovers any material breach of or material errors or omissions in Seller's representations or warranties at any time prior to the Closing, Purchaser may cancel and terminate this Agreement by notice to Seller upon the later of the end of the Inspection Period or five (5) business days after discovering such breach of representation or warranty and upon notifying Title Company (and/or Seller) of the termination by Purchaser, the Earnest Money shall be returned to Purchaser, or to complete the purchase of the Property as provided without reduction of the purchase price and without damages or other remedy against Seller.
- 7.2 <u>Definition of "Knowledge" of Seller</u>. Wherever the word "knowledge" or any derivation is used with regard to any representation or warranty made by Seller, it shall mean the current actual knowledge of Seller and the actual knowledge of any person who,

from to time, may occupy positions with Seller, except with regard to the representations and warranties contained in Section 7.1, which shall be deemed to be the actual knowledge of Seller exclusively.

- 7.3 Representations, Warranties, and Covenants of Purchaser. Purchaser represents and warrants to, and covenants with Seller, the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date and shall survive the consummation of the Purchase for a period of twelve (12) months after the Closing, and upon each of which Seller does and shall continue to rely:
- a. Purchaser will be a duly organized and validly existing Michigan entity prior to the Closing;
- b. Purchaser has the full right, power, and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations under this Agreement;
- c. All requisite actions necessary to authorize Purchaser to enter into this Agreement and the remaining agreements provided for and to carry out its obligations have been, or by the Closing Date will have been, taken;
- All documents and agreements executed and delivered by Purchaser in connection with the Purchase shall be binding upon, and enforceable against, Purchaser; and
- e. As used in this Section 7.3, the representations and warranties made by and/or with respect to Purchaser under this Section 7.3 shall be deemed to be made by and/or shall be applicable to any assignee of Purchaser's rights, duties and obligations under this Agreement pursuant to Section 11.3.
- f. Purchaser shall promptly work toward commencement of construction of a medical office building on the Property following closing and shall substantially complete the building and that portion of the interior to be used by the medical practice of Gregory Messenger within nine months following issuance of the building permit for the building.

Article 8 Default

8.1 <u>Default by Purchaser</u>. In the event that Purchaser fails to consummate the Closing for any reason not permitted by this Agreement, except Seller's default, Seller shall be entitled, as Seller's sole remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement; it being agreed between

the Parties that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate; it being understood and agreed that the receipt of the liquidated damages shall be the sole amount received by Seller for damages and in no event shall Seller be entitled to any other damages in respect of Purchaser's default.

- 8.2 <u>Default by Seller</u>. In the event that Seller shall fail to consummate this Agreement for any reason, except Purchaser's default, Purchaser shall be entitled (a) to receive the return of the Earnest Money, which return shall not operate to terminate this Agreement as to the Property nor release Seller from any liability under this Agreement, and Purchaser shall be entitled to recover all costs and expenses which it has incurred in negotiating for the transaction, including all due diligence costs and expenses for appraisals, surveys, title insurance, inspection trips, staff reviews, its attorney fees in preparing and negotiating the documents for the transaction, and the legal and accounting costs incurred to raise the funds necessary for the transaction, which legal, accounting, and the attorney fees and any other costs of enforcing the collection of those amounts, or (b) to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Purchaser; together with damages in the amount of Purchaser's attorney fees and other costs of enforcement.
- 8.3 Notice of Default. In the event either Party shall claim that the other Party is in default under this Agreement, it shall give notice to the other Party and to Title Company of such claimed default upon the earlier of ten (10) business days after learning of such default or ten (10) days prior to the Closing. The non-defaulting Party shall have ten (10) days after receipt of notice of the claimed default to either cure same or, by notice to the other Party and Title Company, dispute the claimed default. If Seller elects to cure the default, Seller shall have thirty (30) days to do so and, if necessary, Closing shall be deferred until the default is cured. If Seller disputes a claim of default, the dispute shall be resolved in accordance with Section 11.15. If the claimed default is being cured or disputed, Title Company shall continue to hold any remaining Earnest Money until the Closing or until the dispute shall be resolved in accordance with Section 11.15, as applicable.
- 8.4 Retention of Earnest Money. If Purchaser timely terminates this Agreement, due to its elections during the Inspection Period, due to a breach of the representations and warranties of Seller, as a result of a failure of any condition to closing as provided in Section 6 or as a result of any other default by Seller, the Earnest Money shall be returned to Purchaser. In all other instances in which this Agreement is terminated, Seller shall receive and retain the Earnest Money.

Article 9 Risk of Loss

9.1 As a result of the Property being vacant property there is no need to address Risk of Loss.

Article 10 Advisory Fees/Commissions

<u>Commissions</u>. Each Party agrees that should any claim be made for financial advisory fees, brokerage commissions, or finder's fees by any advisor, broker, or finder by, through, or on account of any acts of said Party or its representatives, that Party will hold the other Party free and harmless from and against any and all related loss, liability, cost, damage, and expense. The provisions of this Section 10 shall survive the Closing.

Article 11 Miscellaneous

- 11.1 Confidentiality. Each Party and its agents or representatives shall hold in strict confidence all data and information obtained with respect to the Property, the other Party or its business, or the Purchase, whether obtained before or after the execution and delivery of this Agreement, and shall not use such data or information or disclose the same to others, except to the limited extent that such disclosure is required in connection with the Purchase, including, without limitation, disclosure to prospective lenders, engineers, and property inspectors, and the Parties shall remain obligated to keep all such information confidential for a period of twenty-four (24) months following the Closing. In the event this Agreement is terminated or Purchaser fails to perform under this Agreement, Purchaser shall, upon the written request of Seller, promptly return to Seller any statements, documents, schedules, exhibits, or other written information obtained from Seller pertaining to the Property. In the event of a breach or threatened breach by a Party or its agents or representatives of this Section 11.1, the other Party shall be entitled to an injunction restraining the first Party or its agents or representatives from disclosing, in whole or in part, such confidential information.
- 11.2 <u>Public Disclosure</u>. Both prior and subsequent to any Closing, any release to the public of information with respect to the matters set forth in this Agreement will be made only in the form approved by Purchaser and Seller.
- 11.3 <u>Assignment</u>. Purchaser may not assign its rights, duties, and obligations under this Agreement except with the prior written consent of Seller, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Purchaser may assign its rights, duties, and obligations under this Agreement, without Seller's consent, to any entity or entities in which he, directly or indirectly, holds a controlling interest, provided that Purchaser notifies Seller in writing of the assignment at least five (5) days prior to the

Closing Date and furnishes Seller with an executed assignment agreement executed by Purchaser and the assignee, whereby the assignee assumes all of Purchaser's agreements, obligations and liabilities under this Agreement and affirms that the representations and warranties of "Purchaser" under this Agreement are true, complete, and accurate with respect to such assignee.

11.4 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) prepaid telegram or facsimile transmission (provided that the receipt of such telegram or facsimile transmission is confirmed), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Section 11.4, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this Section 11.4, or, in the case of telegram or facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to Seller:

Tom Weirich, Board Member

Pastor Kevin A. Pierpont

First Baptist Church of Mt. Pleasant, Michigan 1802 E. High Street, Mt. Pleasant, MI 48858

If to Purchaser:

Gregory Messenger, MD 1515 Lake Lansing Road Lansing, Michigan 48912

ggm@messengerdermatology.com

With a copy to:

Patrick D. Hanes, 1690 Watertower Place, Suite 300, East

Lansing, Michigan 48823

- 11.5 <u>Modifications</u>. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification, or discharge is sought.
- 11.6 <u>Calculation of Time Periods</u>. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday,

in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday.

- 11.7 <u>Time of Essence</u>. Seller and Purchaser agree that time is of the essence of this Agreement.
- 11.8 <u>Successors and Assigns</u>. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the Parties.
- 11.9 Entire Agreement. This Agreement, including the exhibits, contains the entire agreement between the Parties pertaining to the Purchase and fully supersedes all prior agreements and understandings between the Parties pertaining to the Purchase.
- 11.10 <u>Further Assurances</u>. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other actions, whether prior or subsequent to any Closing, as may be reasonably requested by any other Party to consummate more effectively the Purchase.
- 11.11 <u>Attorney Fees</u>. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the Purchase, the prevailing Party shall be entitled to recover from the nonprevailing Party all of its reasonable expenses, including reasonable attorney and accountants' fees.
- 11.12 <u>Counterparts</u>. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.
- 11.13 <u>Partial Invalidity</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall nonetheless remain in full force and effect.
- 11.14 <u>Applicable Law</u>. This Agreement shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Isabella County, Michigan.
- 11.15 <u>Resolution of Disputes</u>. In the event of any dispute concerning this Agreement, the dispute shall be submitted to non-binding mediation in Isabella County, Michigan prior to initiation of any litigation.

- 11.16 <u>No Third Party Beneficiary</u>. The provisions of this Agreement and the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.
- 11.17 <u>Captions</u>. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection.
- 11.18 <u>Construction</u>. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments.
- 11.19 <u>Termination of Agreement</u>. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated to survive the termination of this Agreement (such as, but not limited to, the indemnification obligations of Purchaser set forth in Section 4.1).

The Parties have signed this Purchase Agreement on the dates next to their signatures and to be effective as of the Effective Date.

SELLER

Dated: 4//。

By:

TOUT RAPPET

By: Charles

> PURCHASER An Entity to be formed

Dated: 4/20/17

Gregory Messenger MD

H:\Messenger, Greg\Church Property - Mt. Pleasant\LOI and Purchase Agreement\Purchase Agreement v3.wpd

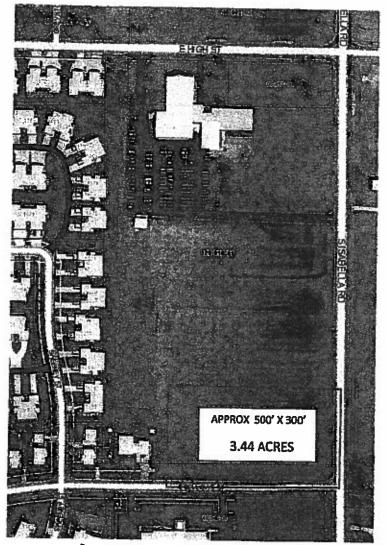
EXHIBIT 1 The Survey

Once the survey is completed, a copy will be attached to this Agreement and a copy provided to the Title Company to be able order the Title Commitment.

Search Results for "1802 E High St, Mt Pleasant, MI "

page 1 of 1

1. 1802 E High St
 1802 E High St,
 Mount Pleasant, MI 48858-8927



NOT TO SCALE"

Exhibit 2

ESCROW ACREEMENT

BBCRO	WAGREENIENI	
Gregory Messenger, MD, on behalf of a of 1515 Lake Lansing Rd., Lansing, MI	48912	(Herein Depositor) (Bropertycedcoex),
hereby deposits with <i>Mt. Pleasant Abstr</i> 48858, (Herein, Escrow Agent), the sum of Escrow Agreement will not be effective unt Amount and funds have cleared the Bank (I	\$ 25,000.00 (Herein "Escre il the Escrow Agent's Bank ha	ow Amount"). This
The Escrow Agent hereby agrees to Depositor. The Escrow Agent is directed to written direction of depositor and seller.	hold the escrow amount for the deliver the Escrow Amount t	ne benefit of the to the Depositor upon
Mount is being held between the Depositor(s), said Escrow Amo Agreement. The property is described as	ount shall be disbursed in acco	rdance with that
north west corner of S. Isabe The Depositor acknowledges that th Escrow Amount.	ella Rd., and E. Bellows St., e Escrow Amount shall earn n	Mt. Pleasant. so interest on the
The Escrow Agent is authorized, at a Escrow Amount with the Isabella County C applicable Michigan Court Rules. Upon the County Circuit Court, the Escrow Agent will respect to the Escrow Amount. The Deposi responsible for and save the Escrow Agent I Agent in defending against competing claim Escrow Agent in depositing the escrow Amount.	ircuit Court pursuant to the apede deposit of the escrow Amount be released from all liability tors, individually and collection armless from any expenses in a for the Escrow Amount or e	oplicable law and the nt with the Isabella by the Depositors with wely, hereby agree to be neurred by the escrow expenses incurred by the
This Escrow Agreement shall be bin hereto and inure to the benefit of the heirs, s	ding upon heirs, successors are uccessors and assigns of the p	nd assigns to the parties parties hereto.
DEPOSITOR	MT. PLEASANT ABSTRA	CT & TITLE
By: Mis Juney, Ms	Ву:	20.
Gregory Messenger, MD		
Date: April 2017	Date:	

Exhibit 3



Peter Gallinat, Township Planner pgallinat@uniontownshipmi.com 2010 South Lincoln Mt. Pleasant, MI 48858 Phone 989-772-4600 Ext. 241 Fax 989-773-1988

TO: FROM: Planning Commission Township Planner

New Business

SUBJECT: B SPR 2017-05 CMHCM Clubhouse 2021 E. Remus Rd.

(Final Site Plan Review)

Applicant: Rowe Professional Service Company

Owner: Community Mental Health for Central Michigan. Location: 2021 E. Remus Rd. Mt. Pleasant, MI 48858

Current Zoning: B-5 Highway Business District.

Adjacent Zoning: B-5 to the north across the road, B-5 to the east, B-5 to the west, I-1 to the

south.

Future Land Use/Intent: Commercial: Shopping, office and professional services with mixed

residential uses.

Current Use: Former Dream Key Design Academy

Reason for Request: Applicant proposes paving of property for parking.

History: The property has an existing structure that at one time was used as the Dream Key Design Academy. The applicant has started internal changes to the structure that do not change the footprint or height of the building.

The site will operate as a club house for the teaching of life skills to the developmentally disabled and mentally ill patients of the Community Mental Health of Central Michigan. The facility will have approximately 4 fulltime staff and 2 to 3 other staff on an intermittent basis. All CMHCM patients will arrive and depart the facility by bus.

Objective of board: Final site plan was received 14 days (06-027-2017) before our regular scheduled meeting on June 18, 2017. The Planning Commission shall study the site plan and shall, within sixty days of its submittal to the Zoning Official, either approve or disapprove the proposed site plan. If the site plan is disapproved, the reasons for disapproval shall be stated. T

Recommend at this time recommend approval of SPR 2017-05 CMHCM Clubhouse on the condition that

All requirements of outside agencies: Mt. Pleasant Fire Department, Isabella County Road Commission, MDOT, Isabella County Transportation Commission, Isabella County Drain Office for storm water management, Township Utilities be adhered to.

Peter Gallinat
Twp Planner



FILL OUT THE FOLLOWING

I. Final Site Plan Review This application is for (circle one) Preliminary Site Plan Review Applicant Name -- Rowe PSC II. Applicant Address 127 S. Main Street, Mt. Pleasant, MI 48858 III. Applicant Phone (989)..772-2138wner Phone (989) 772-5938 IV. Applicant is (circle) Contractor Architect/Engineer Developer Land Owner (skip V& VI) V. Other Community Mental Health for Central Michigan VI. Land Owner Name VII. Land Owner Address 301 S. Crapo Street, Mt. Pleasant, MI 48858 Project/Business Name <u>Clubhouse</u> VIII. IX. Fill out check list that follows. You must check off that each item has been included in the drawing. If an item is not going to be included in the construction, note that in the comment area. For the first three items, check off if you have made the required submittals to other reviewing agencies.

SUBMITTALS TO OTHER AGENCIES	on	
Storm water management plan approval prior to application. Reviewed by the County Engineer	Х	Copy of Union Township Storm Water Management Plan available upon request. Submit (2) copies of plan and calculations directly to the Isabella County Engineer, contact Bruce Rohrer at (989) 772 0911, ext. 231. Any review fees are additional.
All curb cuts, acceleration/deceleration lanes, additional drives, and other matters pertaining to roads to be approved by MDOT or Isabella County Road Commission prior to application.	x	MDOT (M 20, BR 127 sites) at (989) 773 7756. Contact Isabella County Road Commission (all other county roads) at (989) 773 7131. Submit (3) copies.
Mt. Pleasant Fire Dept.	<u>x</u>	Sgt Randy Keeler (989) 779-5122, (2) copies
Isabella Co Transportation Commission (ICTC)	Х	Rick (989) 773 2913, (2) copies
WELLHEAD PROTECTION REPO	RTING	 G FORMS (Required for all Site Plans)
Hazardous Substances Reporting Form Part I and II	x	Kim Smith (989) 772-4600 ext 224
(Forms included in this packet)	<u> </u>	ksmith@uniontownshipmi.com
PERMIT INFORMATION - DEQ Check List	Х	
SITE PLAN REQUIREMENTS	Of	Comments - (also indicate any features which will not be included in the development or are not applicable)
Name and addresses of Property Owner		
Name and Address of Applicant		
Provide Construction Type (per Mi Building Code) and if sprinkled, (assume Type IVb, un-sprinkled if		
not provided)		32 1500

The date, north arrow and scale. The scale shall be		
not less than 1"= 20' for property under three (3)		
acres and not more than 1"=40' for property greater		
than three acres.		
		" · · · · · · · · · · · · · · · · · · ·
All lot and/or property lines are to be shown and		* **
dimensioned,		
including building setback lines		
The location and dimensions of all existing and		
proposed:		
fire hydrants (within 400 feet of building)		
drives,sidewalks, (required)		6
sidewalks, (required)		
curb openings,		
acceleration/deceleration lanes,		
signs,		
exterior lighting on buildings and parking lots,		
parking areas (Including handicapped parking		
spaces, barrier-free building access, unloading		
areas), recreation areas,		
	·	
common use areas,		
areas to be conveyed for public use and purpose		
Elevation of building front, side, and back.		
Include Sign size, height, and design. Canopy]	
heights extending over driveways accommodate Public Transportation		
Fuolic Transportation		
C		Note: Union Tournship malign is to ignue govern and mater
Source of utilities. Public water and sewer approval		Note: Union Township policy is to issue sewer and water permits after application for a building permit.
by Union Township Utility Coordinator prior to application.		Applicant is advised to contact the utility department for
аррисацоп.	1 1	availability prior to site plan review. The township does not
		coordinate other utility matters. Applicant to assure
		himself that site is suitable for septic systems,
		contact Central Michigan District Health Department
<u> </u>		
All dumpsters shall be screened from public view		
with an opaque fence or wall no less than six feet in		
height. Show location. (Note most refuse		
contractors require concrete pad to place dumpsters		
upon)		
The leastles and data Course (144 C. H. 1.42)		
The location and right-of-way width of all abutting		
roads, streets, alleys and easements.		
A locational cleatals down to early giving the costing	1	
A locational sketch drawn to scale giving the section number and the nearest crossroads.		
number and the nearest crossroads.		

The zoning of the subject property and the abutting properties.	
The location, height and type of fences and walls.	
The location and detailed description of landscaping.	
For multiple family and mobile home parks, contour intervals shall be shown (two foot intervals for average slopes ten percent and under and five foot intervals for slopes over ten percent). Topography, however, is encouraged to be shown on all site plans.	
The location of all existing and proposed structures on and within one hundred feet of the subject property's boundary.	
For apartments, provide a count of bedrooms per building and total count of bedrooms for the project.	
APPLICANT	COMMENTS

I submit the site plan and this application as a true representation of existing and proposed conditions. I agree to install all features as shown and to abide by conditions placed upon approval of this plan by the Union Township Planning Commission. False or inaccurate information placed upon this plan may be cause for revocation of any permits issued pursuant to site plan approval and / or removal of work installed. Any changes to the Site Plan now or in the future must be approved by the Union Township Planning Commission or Zoning Administrator. Approval of this plan shall not constitute the right to violate any provisions of the Union Township Zoning Ordinance 1991-5, or other applicable building or state codes and the content of the Union Township Zoning Ordinance 1991-5.

Im Fact	6-26-2017
Signature of Applicant	Date
Sex bon	6-26-2017
Signature of Owner (if other than applicant)	Date

PLEASE PLACE OUR REVIEW ON THE 07/18/2017 (INSERT DATE)
PLANNING COMMISSION MEETING. An owners representative WILL / WILL NOT attend. You will not receive a reminder of the scheduled meeting.

<u>Township use</u> Rev	view Comments
File #	
Fee Paid initial	
Receipt #	<u> </u>
Date received	
Date review completed by Zoning Administr	rator
Place on the Planning Commiss	ion Agenda
Planning Commission Decision	
	9

Township use	Review Comments
File#	
Fee Paid initial	
Receipt #	
Date received	
Date review completed by Zoning Admi	inistrator
Place on the Planning Comm	mission Agenda
Planning Commission Decision	

b 225 UK 3290

CHARTER TOWNSHIP OF UNION

SITE PLAN REVIEW HAZARDOUS SUBSTANCES REPORTING FORM

This form must be completed and submitted as part of the site plan for facilities which may use, store, or generate hazardous substances or polluting materials (including petroleum-based products)

Name of business:	Community Mental Health for Central Mic
Name of business owner(s):	
Street and mailing address:	301 S. Crapo, Mt. Pleasant, MI 48858
Telephone: (989) 772-	5938
Email:	
n that the information submitt	ted is accurate.
Owner(s) signature and date:	Sent Spans 6-26-2017
Information compiled by:	
	Rowe PSC

Part 1: Management of Hazardous Substances and Polluting Materials

1. YN

Will the proposed facility store, use or generate hazardous substances or polluting materials (including petroleum-based products) now or in the future? If yes, please complete this form and submit with your site plan. A catalogue and map of natural resources on and near the site, including an assessment of groundwater vulnerability is required to be submitted with your plan.

2. Y N

on-site?

3. Y_N .

Will any hazardous substances or polluting materials be stored on-site? If yes, identify the storage location on the site plan. Describe the size and type of secondary containment structure here or on an attached page. Submit a map and/or diagram of facilities on the site related to groundwater protection, including secondary containment structures, loading/unloading areas, drinking water wells, septic systems, underground storage tanks and storm drain inlets.

4. Y(N)

Will the new underground storage tanks be located less than 2000 feet from a drinking water well serving more than a single household?

5. Y(N)

Are existing underground storage tanks on-site less than 200 feet from a drinking water well serving more than a single household?

If the answer to questions 4 or 5 are yes, you may be in violation of the State of Michigan underground storage tank regulations. For specific requirements, please contact the MDEQ Underground Storage Tank Division. District Office Telephone: 989-894-6200 (Saginaw Bay District Office)

6. **(N**)

Will the interior of the facility have general purpose floor drains? (general purpose floor drains should not be connected to a sanitary sewer system, stormwater drainage system, dry well or septic system). If yes, will the floor drain connect to: (circle one)

- a. on-site holding tank
- b. on-site system

The on-site system must be approved by the MDEQ. Contact: MDEQ Waste Management Division. District Office telephone: 989-894-6200 (Saginaw Bay District Office)

7. Y 🕥

Will hazardous substances or polluting materials be stored, used, or handled outof doors near storm drains which discharge to lakes, streams, or wetlands? If yes, describe the type of catch basin or spill containment facilities which will be used (use an attached sheet with diagram if appropriate).

cc: Charter Township of Union Department of Public Works

Part II: Types and Quantities of Hazardous Substances and Polluting Materials Used, Stored or Generated On-Site

Please list the hazardous substances and polluting materials (including chemicals, hazardous materials, petroleum products, h azardous wastes and other polluting materials) which are expected to be used, stored or generated on -site. Quantities should reflect the maximum volumes on hand at any time. Attach additional pages if necessary to list all hazardous substances and polluting materials.

MAX QUANTITY ON TYPE OF STORAGE HAND AT ONE TIME CONTAINERS									KEY:	AGT = above ground tank	DM = drums	UGT = underground tank	Cy = cylinders	CM = metal cylinders	CW = wooden or composition	container	
Form MAX C																	
CHEMICAL NAME (components)									KEY:	LiQ, = liquid	P.LIQ = pressurized liquid	S = solids	G = gas	PG = pressurized gas			_
Common Name	N/A																



PERMIT INFORMATION

www.michigan.gov/deqpermits

The Department of Environmental Quality (DEQ) has prepared a list of key questions to help Identify what DEQ permits, licenses, or approvals of a permit-like nature may be needed. By contacting the appropriate offices indicated, you will help reduce the possibility that your project or activity will be delayed due to the untimely discovery of additional permitting requirements taler in the construction process. While this list covers the existence of permits and approvals required from the DEQ, it is not a comprehensive list of all legal responsibilities. A useful way to learn whether other requirements will apply is to go through the Self-Environmental Assessment in the Michigan Guide to Environmental, Health, and Safety Regulations, online at: http://www.michigan.gov/ehsguide. Please call the Environmental Assistance Center at 800-662-9278 to talk with any of the DEQ programs noted below.

KEY QUESTIONS:	Yes	No	PROGRAM WEBPAGE AND CONTACTS
MISCELLANEOUS CONSTRUCTION			
Air Quality Permit to Install: Will your business involve the installation or construction of any process equipment that has the potential to emit air contaminants (e.g. dry sand blasting, boilers, standby generators)?	Y	N	Air Quality Division (AQD), Permit Section
Asbestos Notification: Does the project involve renovating or demolishing all or portions of a building? Notification is required for asbestos removal and required for all demolitions even if the structure never contained asbestos.	ř	N X	AQD, Asbestos Program
Land and Water Featured Programs (Water Resources Division) - USACE Consolidated Permits: Please consult the Land and Water Management Decision Tree document to evaluate whether your project needs a land and water management permit (i.e., Does the project involve filling, dredging, placement of structures, draining, or use of a wetland?).	Y	N X	Water Resources Division (WRD), Joint Permit Application
Soil Erosion and Sedimentation Control: Does the project involve an earth change activity (including land balancing, demolition involving soil movement, and construction)?	Y	N	Soil Erosion and Construction Storm Water, or Contact your Local Agency
NPDES Storm Water Discharge from Construction Sites Notice of Coverage: Does the project involve construction which will disturb one or more acres that come into contact with storm water that enters a storm sewer, drain, lake, stream, or other surface water?	ř	N X	NPDES Storm Water Permits Program, or appropriate DEO District Office
Public Swimming Pool Construction (Spas/Hot Tubs) Permits: Will your business involve the construction or modification of a public swimming pool, spa or hot tub?	Y	N K	Public Swimming Pool Program, or appropriate DEQ District Office
Threatened and Endangered Species: Does the project involve activities that would destroy a protected species of plant or animal or disturb a protected animal species?	Y	N X	Endangered Species Assessment, Threatened and Endangered Species Program, 517-373-1552
Does the project involve construction or alteration of any sewage collection or treatment facility?	ř	X N	Appropriate <u>District Office</u> , WRD, Part 41 Construction Permit Program
Does the project involve construction of a facility that landfills, transfers, or processes of any type of solid non-hazardous waste on-site, or places industrial residuals/sludge into or onto the ground?	Y	X 2	Office of Waste Management and Radiological Protection (OWMRP), Solid Waste, Appropriate DEQ District Office
Does the project involve the construction of an on-site treatment, storage, or disposal facility for hazardous waste?	Y	N X	OWMRP, Hazardous Waste Section, Treatment, Storage and Disposal
WATER SUPPLY (More information, see: http://www.michigan.gov/degw	ater,	seled	ct "drinking water")
I am buying water from my community water supply (i.e. city of Detroit or Grand Rapids)	X	N	Contact your Local Water Utility
I have a private or other water supply well (Type III)	Y	N X	Contact your (District or County) Local Health Department
I have a Non-Community Water Supply (Type II)	Y	N	Guide, Contact your (District or County) Local Health Department
I am a community water supply (Type I)	Y	N X	Community Water Supply, DEQ District Office Community Water Supply Program

WASTEWATER MANAGEMENT	No.	Tonal	Splitter & State Cold Program State Assessment
Storm Water Discharge to Wetlands: Will storm water be collected, stored, or treated in a wetland area from a public road, industrial, commercial, or multi-unit residential development?	Y.	N Z	WRD, Joint Permit Application
<u>Great Lakes</u> : Does the project involve construction, filling, or dredging below the Ordinary High Water Mark of one of the Great Lakes?	Y	N	WRD, Joint Permit Application
Inland Lakes and Streams: Does the project involve any dredging, filling, placement of structures, or the operation of a marina within an inland waterbody (e.g. lake, river, stream, drain, creek, ditch, or canal), enlargement of a waterbody, or excavation of a pond within 500 feet of a waterbody?	Y	N X	WRD, <u>Joint Permit Application</u>
Storm Water Ponds and Discharges to Inland Lakes/Streams, or Great Lakes: Will storm water from any road or any other part of the development be discharged either directly or ultimately to an inland waterbody, or one of the Great Lakes; or will a storm water pond be constructed within 500 feet of an inland waterbody?	Y	N X	WRD, <u>Joint Permit Application</u>
Does the project involve placement of fill, earth moving, or placement of structures within the 100-year floodplain of a watercourse?	Y	N	WRD, Joint Permit Application
Does the project involve construction of a building or septic system in a designated Great Lakes high risk erosion area?	Y	N	WRD, Shoreland Management
Does the project involve dredging, filling, grading, or other alteration of the soil, vegetation, or natural drainage, or placement of permanent structures in a designated environmental area?	ř	N	WRD, Shoreland Management
Does the project propose any development, construction, silvicultural activities or contour alterations within a designated critical dune area?	Υ 🗆	N X	WRD, Sand Dune Management
Does the project involve construction of a dam, weir or other structure to impound flow?	Y	N	WRD, <u>Dam Safety</u> Program
CONSTRUCTION PERMITS (SECTOR SPECIFIC)			
Does the project involve the construction or alteration of a water supply system or sewage disposal system for a manufactured housing project?	Y	N	Office of Drinking Water & Municipal Assistance (ODWMA)
Does the project involve a subdivision or site condominium project utilizing individual on-site subsurface disposal systems or individual wells?	Y	N X	<u>ODWMA</u>
Does the project involve the construction or modification of a campground?	Y	N	ODWMA, Campgrounds program
Does the project involve the construction or modification of a public swimming pool?	Y	N	ODWMA, Swimming pools program
OPERATIONAL PERMITS			K 5
Renewable Operating Permit: Does your facility have the potential to emit any of the following: 100 tons per year or more of any criteria pollutant; 10 tons per year or more of any hazardous air pollutant; or 25 tons per year or more of any combination of hazardous air pollutants?	>□	N	AQD, Permit Section
NPDES: Does the project involve the discharge of any type of wastewater to a storm sewer, drain, lake, stream, or other surface water?	>	N	WRD, Appropriate <u>DEQ District Office</u> , or <u>National Pollutant Discharge Elimination</u> (NPDES) Permit Program
Does the facility have industrial activity that comes into contact with storm water that enters a storm sewer, drain, lake, stream, or other surface water?	>	A 2	WRD, <u>Permits Section</u> , or appropriate <u>DEQ</u> <u>District Office</u>
Does the project involve the discharge of wastewaters into or onto the ground (e.g. subsurface disposal or irrigation)?	Y	N N	WRD, Groundwater Permits Program
Does the project involve the drilling or deepening of wells for waste disposal?	Y	N	Office of Oil, Gas and Minerals (OOGM)
Does the project involve landfilling, transferring, or processing of any type of solid non-hazardous waste on-site, or placing industrial residuals/sludge into or onto the ground?	Y	ZZ ZZ	OWMRP or Appropriate DEQ District Office

Does the project involve the on-site treatment, storage, or disposal of hazardous waste?	Y	N X	OWMRP, <u>Hazardous and Liquid Waste</u>
Does the project require a site identification number (EPA number) for regulated waste activities (used oil, liquid waste, hazardous waste, universal waste, PCBs)? (Web Site)	Y_	N N	OWMRP, Appropriate <u>DEQ District Office</u>
Does the project involve the receipt, possession, manufacture, use, storage, transport, transfer, release, or disposal of radioactive material in any form?	Y	N N	OWMRP, Radioactive Material and Standards Unit
Does the project involve decommissioning or decontamination of tanks, piping, and/or appurtenances that may have radioactive levels above background?	Y .	N	OWMRP Radioactive Material and Standards Unit
Do you desire to develop a withdrawal of over 2,000,000 gallons of water per day from any source other than the Great Lakes and their connecting waterways? Or, do you desire to develop a withdrawal of over 5,000,000 gallons of water per day from the Great Lakes or their connecting waterways?	ř	N X	WRD, DWEHS, Source Water Protection Unit
CHEMICAL ADDITION PROJECTS		_	
Are you using chemicals or materials in, or in contact with, drinking water at any point in the water works system?	ř	ĭ X j	WRD, Appropriate <u>DEQ District Office</u> , <u>Public Water Supply Program</u>
Are you applying a chemical treatment for the purpose of aquatic nuisance control (pesticide/herbicide etc) in a water body (i.e. lake, pond or river)? (5.	ď	N	WRD, <u>Aquatic Nuisance Control</u> and Remedial Action Unit
Are you applying materials to a water body for a water resource management project (i.e. mosquito control treatments, dye testing, or fish reclamation projects)?	ř	N	WRD, Surface Water Assessment Section
OPERATIONAL PERMITS (SECTOR SPECIFIC)			
Does the project involve the transport of some other facility's non-hazardous liquid waste?	ř	Ŋ	OWMRP, <u>Transporter Program</u>
Does the project involve the transport hazardous waste?	Y	N	OWMRP, <u>Transporter Program</u>
Does your facility have an electric generating unit that sells electricity to the grid and burns a fossil fuel?	Y	N N	AQD, <u>Acid Rain Permit Program</u>
Is the project a dry cleaning establishment utilizing perchloroethylene or a flammable solvent in the cleaning process?	ř	N X	DEQ, AQD, <u>Dry Cleaning Program</u>
Does your laboratory test potable water as required for compliance and monitoring purposes of the Safe Drinking Water Act?	Y	N	DEQ, Laboratory Services Certifications
Does the project involve the generation of medical waste or a facility that treats medical waste prior to its disposal?	Y	X Z	OWMRP, <u>Medical Waste Regulatory</u> <u>Program</u>
Does the project involve transport of septic tank, cesspool, or dry well contents or the discharge of septage or sewage sludge into or onto the ground?	Y	X Z	ODWMA, <u>Septage Program</u>
Do you store, haul, shred or process scrap tires?	Y	N N	OWMRP, Scrap Tire Program
Does the project involve the operation of a public swimming pool?	Y	X Z	ODWMA, Public Swimming Pools Program
Does the project involve the operation of a campground?	~ _	X Z	ODWMA, <u>Campgrounds</u>
Do you engage in the business of hauling bulk water for drinking or household purposes (except for your own household use)?	Y	Z Z	ODWMA, Water Hauler Information
PERSONAL LICENSES/CERTIFICATIONS			
Are you designated by your facility to be the Certified Operator to fulfill the requirements of a wastewater discharge permit (NPDES including Storm	Y	ZZ	WRD, Operator Training, Storm Water Program

Water or Groundwater)?			
Are you a drinking water operator in charge of a water treatment or water distribution system, back-up operator, or shift operator?	Y	N X	WRD, Operator Training
Are you a water-well drilling contractor, pump installer, dewatering well contractor or dewatering well pump installer?	~	N N	WRD, Well Construction Unit
OIL, GAS AND MINERALS			
Do you want to operate a central production facility (applies to oil and gas production facilities where products of diverse ownership are commingled)?	Ľ	N X	OOGM, Petroleum Geology and Production Unit
Does the project involve the removal of sand from a sand dune area within two (2) miles of a Great Lakes shoreline?	Y	N X	OOGM, Minerals and Mapping Unit, Sand Dune Mining Program
Does the project involve the diversion and control of water for the mining and processing of low-grade iron ore?	ď	N X	OOGM, Minerals and Mapping
Does the project involve the surface or open-pit mining of metallic mineral deposits?	ř	N X	OOGM, Minerals and Mapping
Does the project involve the mining of nonferrous mineral deposits at the surface or in underground mines?	ř	N X	OOGM, Minerals and Mapping
Does the project involve mining coal?	Y	N	OOGM, Minerals and Mapping
Do you want to change the status of an oil or gas well (i.e. plug the well)?	ř	N	OOGM, Permits and Bonding Unit
Does the project involve drilling of oil, gas, brine disposal, secondary recovery, or hydrocarbon storage wells?	Y	N X	OOGM, Permits and Bonding Unit
Does the project involve plugging or deepening of an oil or gas well, or conveying rights in the well as an owner to another person?	Y	N X	OOGM, Permits and Bonding Unit
Does the project involve changing the status or plugging of a mineral well?	Y	N X	OOGM, Minerals and Mapping
Does the project involve the drilling or deepening of wells for brine production, solution mining, storage, or as test wells?	Y	N	OOGM, Minerals and Mapping
Does the project involve decommissioning or decontamination of tanks, piping, and/or appurtenances that may have radioactive levels above background?	Y	ZZ	OWMRP, Radioactive Protection Programs
STORAGE TANKS (CONSTRUCTION AND OPERATION)			
Does the project involve the installation of an aboveground storage tank for a flammable or combustible liquid (under 200 degrees Fahrenheit)?	Y	Z	Michigan Department of Licensing and Regulatory Affairs (DLARA) - Storage Tank Unit, 517-335-7211
Does the project involve the installation of a compressed natural gas dispensing station with storage?	Y	Ŋ	DLARA - <u>Storage Tank Unit,</u> 517-335-7211
Does the project involve the installation of a liquefied petroleum gas container filling location or storage location that has a tank with a capacity of more than 2,000 gallons or has two (2) or more tanks with an aggregate capacity of more than 4,000 gallons?	Y	N	DLARA - <u>Storage Tank Unit,</u> 517-335-7211
Does the project involve the installation, removal, or upgrade of an underground storage tank containing a petroleum product or a hazardous substance?	ř	N X	DLARA - Storage Tank Unit, 517-335-7211
Does the project involve the Installation of a hydrogen system?	Y	N	DLARA - Storage Tank Unit,517-335-7211



Mount Pleasant Fire Department 804 E. High Street Mount Pleasant, Mi 48858

Union Township Site Plan Review

Friday March 24, 2017

Community Mental Health for Central MI 2120 E Remus RD Mt. Pleasant, MI 48858

A Site Plan Review was conducted on Friday March 24, 2017 and revealed the following requirements listed below.

ORDER TO COMPLY: Since these conditions are contrary to code, you must correct them upon receipt of this notice. Please provide our department the documentation that verifies compliance with the code.

This list shall not be considered all-inclusive, as other requirements may be neccessary, additional requirements are located in Chapter 5 and appendixes B, C, and D of the 2012 Edition of the International Fire Code.

If you have any questions regarding this matter, please feel free to contact me at (989) 779-5122.

Violation Code

1 PROPERTY Identification

Community Mental Health of Central MI 2120 E. Remus Rd. Mt. Pleasant, MI 48858

Site Plan Received: 3/23/17

Scope of project: Existing building with complete building renovations. Construct Parking Lot and associated site improvements.

After review of the project, recommending approval.

BUILDING IDENTIFICATION Buildings Shall Have Address

Provide address identification numbers in accordance with Chapter 5, Sections 505.1 of the 2012 Edition of the International Fire Code or applicable to the City of Mt. Pleasant code of ordinances 150.01 Land Usage.

DUMPSTERS Dumpster Locations

Dumpster's and containers with an individual capacity of 1.5 cubic yards or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings or combustible roof eave lines in accordance with Chapter 3, Section 304, and 304.3.3 of the 2012 Edition of the International Fire Code.

03/24/2017 15:12 Page 1

Union Township Site Plan Review

Keeler, Randy Lieutenant Mount Pleasant Fire Department

03/24/2017 15:12 Page 2

THOMPSON JONATHAN 1615 E BELLOWS MT PLEASANT, MI 48858

KINNEY JOY E 1617 E BELLOWS MT PLEASANT, MI 48858

NEMCHEK TIM & COURTNEY 1038 SWEENEY ST MT PLEASANT, MI 48858-1698

JOHNSON JAMES & KYLEE 1039 SWEENEY ST MT PLEASANT, MI 48858

HENRY TRACY 1037 SWEENEY ST MT PLEASANT, MI 48858 SCHMALBACH MAUREEN TRUST 1661 E GAYLORD CONDO D MT PLEASANT, MI 48858

MARKEL EDWARD 1681 E GAYLORD, UNIT A MT PLEASANT, MI 48858 **ERVIN ERIN J** 1681 E GAYLORD CONDO B MT PLEASANT, MI 48858

MOSES OLGA FABIANA 1681 E GAYLORD, CONDO C MT PLEASANT, MI 48858

LOVE DENISE M & LOVE CHRISTOPH 1681 E GAYLORD CONDO D MT PLEASANT, MI 48858

GOLDEN JOANNE J TRUST 1004 SWEENEY ST MT PLEASANT, MI 48858

MICHIGAN INVESTMENT PARTNERS L PO BOX 71 MT PLEASANT, MI 48804-0071

HSIA MARY TRUST 1024 SWEENEY MT PLEASANT, MI 48858 **VANCE MICHAEL G & BEVERLY 1028 SWEENEY ST** MT PLEASANT, MI 48858

WORDEN VALERIE N 1030 SWEENEY ST MT PLEASANT, MI 48858 PEARSALL TOMIKO O 1001 SWEENEY MT PLEASANT, MI 48858 SMITH WILLIAM M & SHIRLEY J 1003 SWEENEY ST MT PLEASANT, MI 48858

SHARP VIRGINIA MAE TRUST 1005 SWEENEY ST MT PLEASANT, MI 48858

KITCHEN JENNIFER &SCHAEFFER JE 1007 SWEENEY ST MT PLEASANT, MI 48858

ERZIKOVA ELINA 1009 SWEENEY ST MT PLEASANT, MI 48858

ADAMS PRISCILLA F 321 RIVIARA PLACE CHESAPEAKE, VA 23322 ENDRES JAMES J & ELIZABETH L 1013 SWEENEY ST MT PLEASANT, MI 48858

JUDGE MARY A TRUST 1015 SWEENEY ST MT PLEASANT, MI 48858

WIRGAU DAVID & LINDA 1017 SWEENEY ST MT PLEASANT, MI 48858 MICHIGAN INVESTMENT PARTNERS L PO BOX 71 MT PLEASANT, MI 48804-0071

BAUDER BONNIE L PO BOX 67 MT PLEASANT, MI 48804-0067

GREEN GARY B & VICKI D 1640 E GAYLORD MT PLEASANT, MI 48858 RESIDENTIAL & COMMERCIAL CONTR PO BOX 982 MT PLEASANT, MI 48804-0982

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RESIDENTIAL & COMMERCIAL CONTR PO BOX 982

PO BOX 982 MT PLEASANT, MI 48804-6982 MT PLEASANT, MI 48804-0982

RESIDENTIAL & COMMERCIAL CONTR PO BOX-982 MT PLEASANT

RESIDENTIAL & COMMERCIAL CONTR PO BOX 982 MT PLEASANT, MI 48804-0982

RESIDENTIAL & COMMERCIAL CONTR PO BOX 989 MT PLEASANT, MT48804-0982

RESIDENTIAL & COMMERCIAL CONTR PO BOX 982 MT PLEASANT, MÍ 48804-0982

Peter Gallinat

From:

Burrows, Ben (MDOT) [Burrowsb@michigan.gov]

Sent:

Thursday, July 13, 2017 3:31 PM

To: Cc: Peter Gallinat; Mike Faeth Loynes, Michael (MDOT)

Subject:

FW: 2120 E. Remus

Attachments:

CMCMH - Site Plan Review Set rev1.pdf; 2484.pdf

Peter,

Thank you for the opportunity to comment. This has not been applied for as a permit but we will need one before the work is started. After briefly reviewing the plans I have the following comment.

- 1. The drive width should be 30 feet or 39 feet those are our 2 standard dimensions. 39 allows for a right out and left out at the same time.
- 2. The entering radius would be 30 feet the exiting radius 20 feet and we would want the drive 90 degrees to the road.
- 3. We will need form 2484 which I have attached completed if they intend to discharge water to our ROW.

The owner will need to obtain a permit from

www.michigan.gov/mdotmpg

Before we can issue your permit we will need a \$25,000.00 performance bond and electronic insurance from your contractors surety. MDOT-ePerformanceBondCOI@michigan.gov The original will need to be sent to me at the address below.

These bonds are generally obtained by the contractor however the owner can also obtain the bonds. Please keep in mind that the bonds are held until the project is complete and acceptable to MDOT and all grass is growing.

Thanks,

Ben Burrows
Mt. Pleasant TSC
1212 Corporate Drive
Mout Pleasant, Mi 48858
989-775-6104 ext 305

From: Peter Gallinat [mailto:pgallinat@uniontownshipmi.com]

Sent: Thursday, July 13, 2017 3:15 PM

To: Burrows, Ben (MDOT) < Burrowsb@michigan.gov>

Subject: 2120 E. Remus

Any comments?

Peter Gallinat

Peter Gallinat

From:

Mike Faeth [mfaeth@rowepsc.com] Thursday, July 13, 2017 3:13 PM

Sent: To:

Peter Gallinat

Subject:

FW: CMH Summit Clubhouse

Peter: This what I had from ICTC.

Mike

From: Rick Collins [mailto:rcollins@ictcbus.com]

Sent: Monday, April 24, 2017 2:43 PM
To: Mike Faeth <<u>mfaeth@rowepsc.com</u>>
Subject: CMH Summit Clubhouse

Mike,

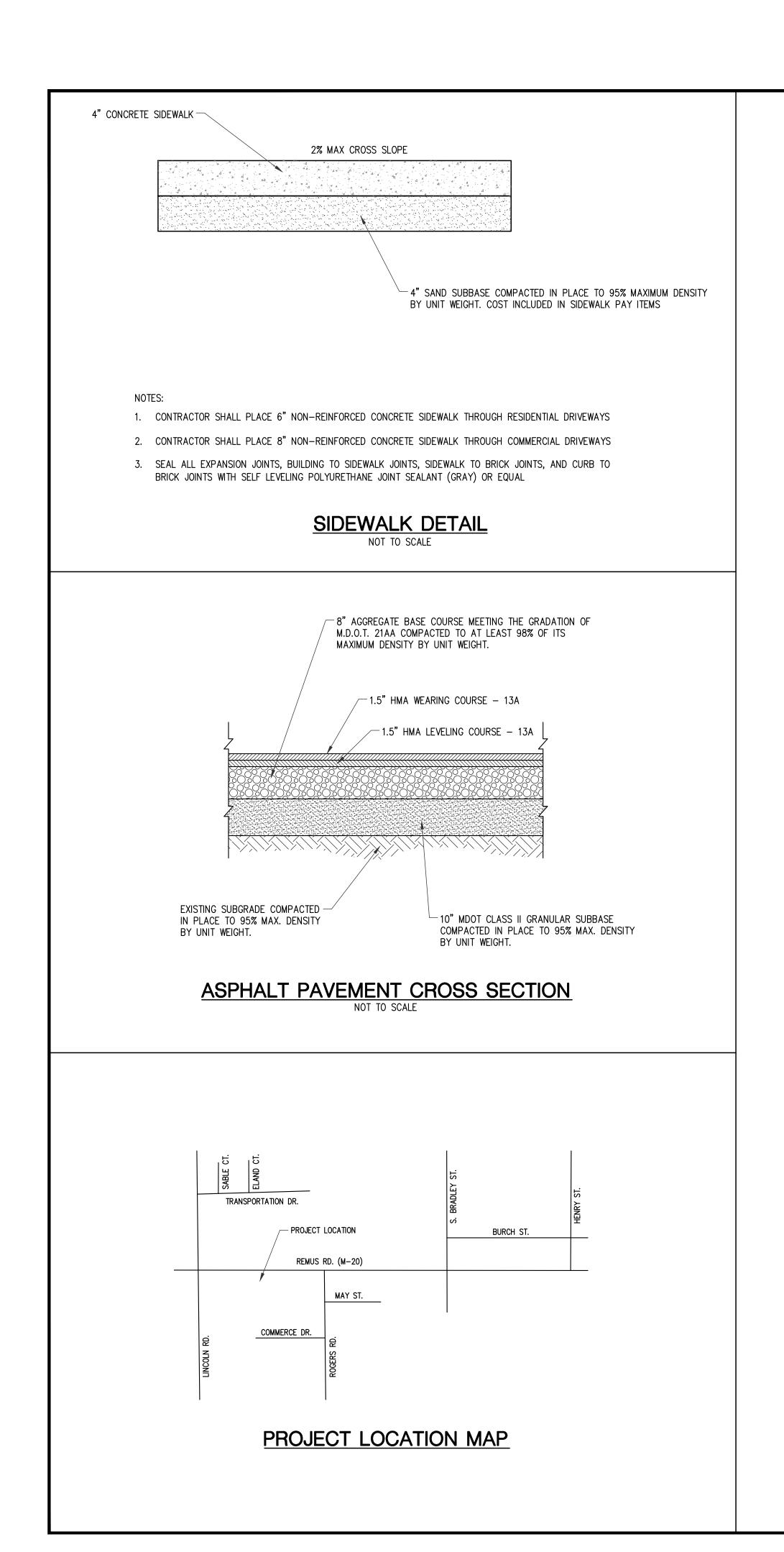
I received the plans today. Looks good. Thanks for your assistance with our issues.

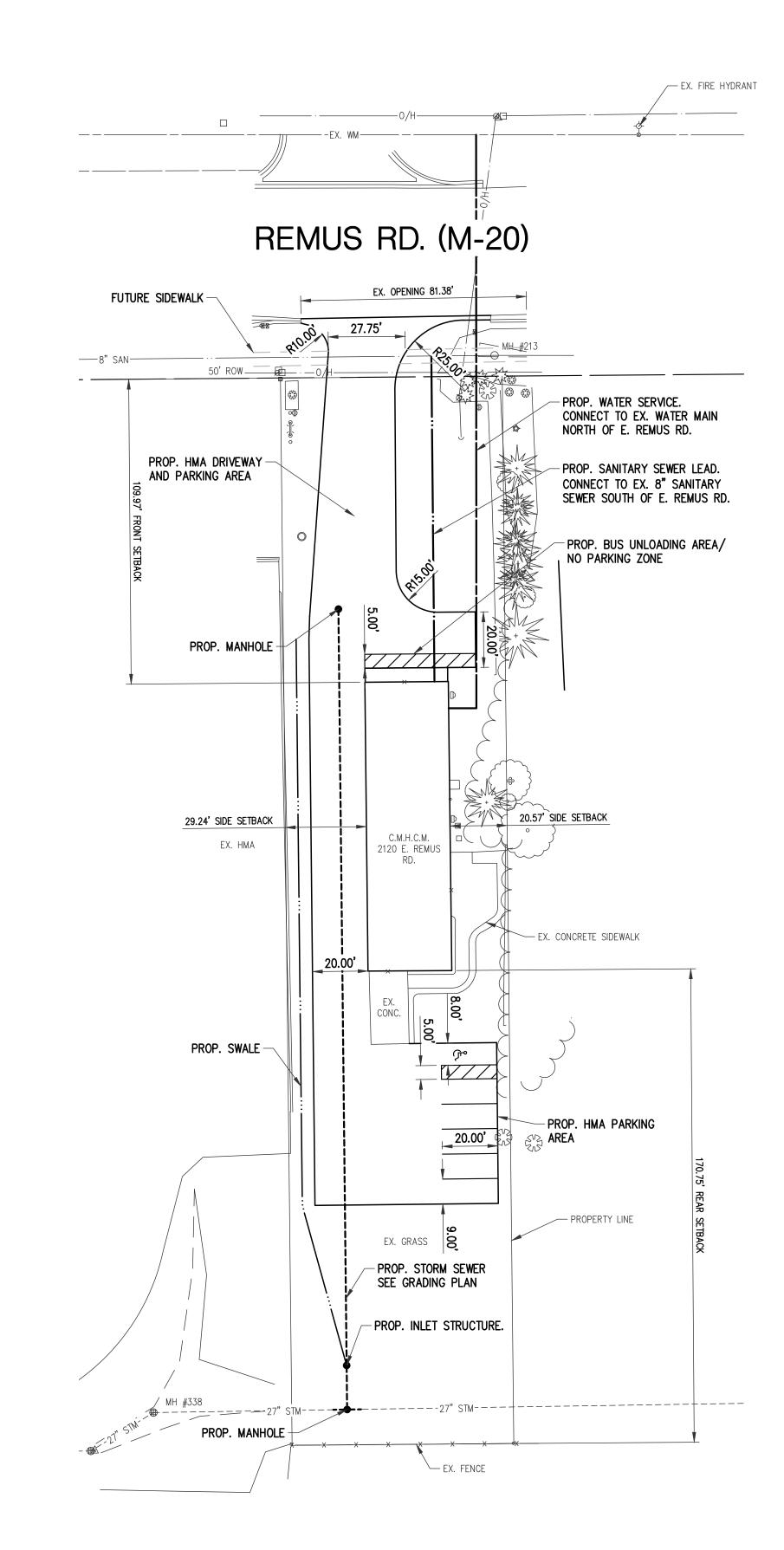


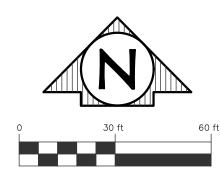
Rick Collins | Executive Director

2100 E. Transportation Dr | Mt. Pleasant, MI 48858 Phone 989.773.6766 | Fax 989.773.1873 rcollins@ictcbus.com

Visit our website at ictcbus.com







SITE PLAN SUBMITTAL INFORMATION

OWNER & APPLICANT: COMMUNITY MENTAL HEALTH FOR CENTRAL MICHIGAN - MR. SCOTT SPENCER

ADDRESS: 301 E. CRAPO ST., SUITE 100, MT. PLEASANT, MI

PHONE NUMBER: (989) 772-5938

LEGAL DESCRIPTION: T14N, R4W, SEC 21, COM 625 FT E OF NW COR; TH S 435 FT; TH E 80 FT; TH N 435 FT; TH W 80 FT TO POB.

EX. ZONING: B-5 HIGHWAY BUSINESS DISTRICT

AREA: 0.7 ACRE

SCHEDULE:

 START DATE: SPRING, 2017 IMPLEMENT TEMPORARY SESC MEASURES

 PERFORM REMOVALS COMPLETE BUILDING RENOVATIONS

CONSTRUCT PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS

 INSTALL PERMANENT SESC MEASURES • COMPLETE DATE: SUMMER, 2017

PROPOSED LAND USE: THE SITE WILL OPERATE AS CLUBHOUSE FOR TEACHING LIFE SKILLS TO THE DEVELOPMENTALLY DISABLED AND MENTALLY ILL PATIENTS OF THE COMMUNITY MENTAL HEALTH OF CENTRAL MICHIGAN (CMHCM). THE FACILITY WILL HAVE APPROXIMATELY 4 FULL TIME STAFF AND 2 TO 3 OTHER STAFF ON AN INTERMITTENT BASIS. ALL CMHCM PATIENTS WILL ARRIVE AND DEPART THE FACILITY BY BUS.

PARKING SPACE INFORMATION: PROPOSED PARKING SPACES PER SECTION 10.2.A.7 -PRIVATE ELEMENTARY AND JUNIOR HIGH SCHOOLS. TWO (2) SPACES FOR EACH THREE (3) EMPLOYEES NORMALLY ENGAGED IN OR ABOUT THE BUILDING AND GROUNDS.

PROPOSED PARKING SPACES: REQUIRED: 3 SPACES

PROVIDED: 5 STANDARD SPACES AND 1 ACCESSIBLE SPACE

SERVIC



MICHIGAN SITE PLAN CENTRAL FACILITY

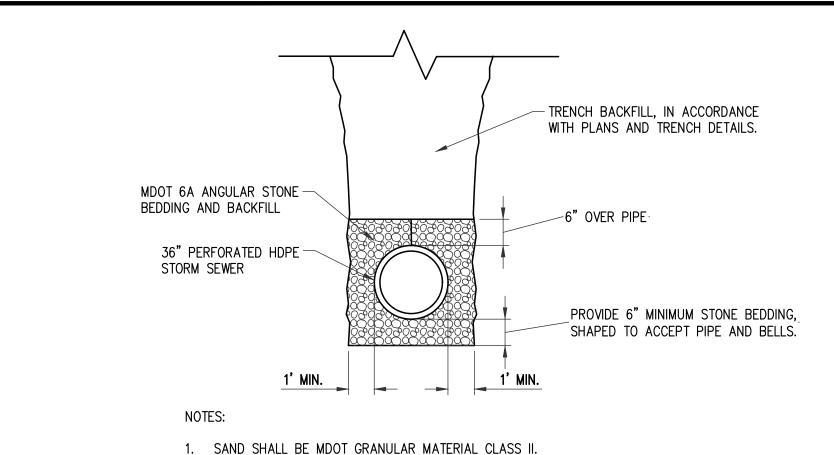
CMH FOR REMUS RD. Know what's **below.**

Call before you dig.

PLAN SUBMITTALS AND CHANGES

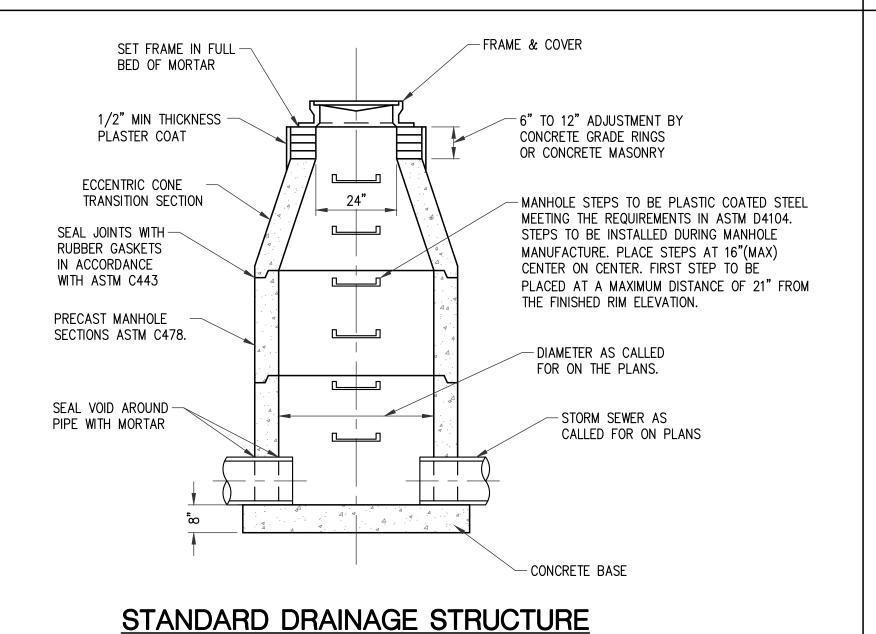
SITE PLAN APPROVAL - **NOT FOR CONSTRUCTION** REV: DATE DESCRIPTION 04/3/17 SITE PLAN APPROVAL 4/14/17 SITE PLAN APPROVAL (REVISED) 06/21/17 STORM WATER MGMT (REVISED)

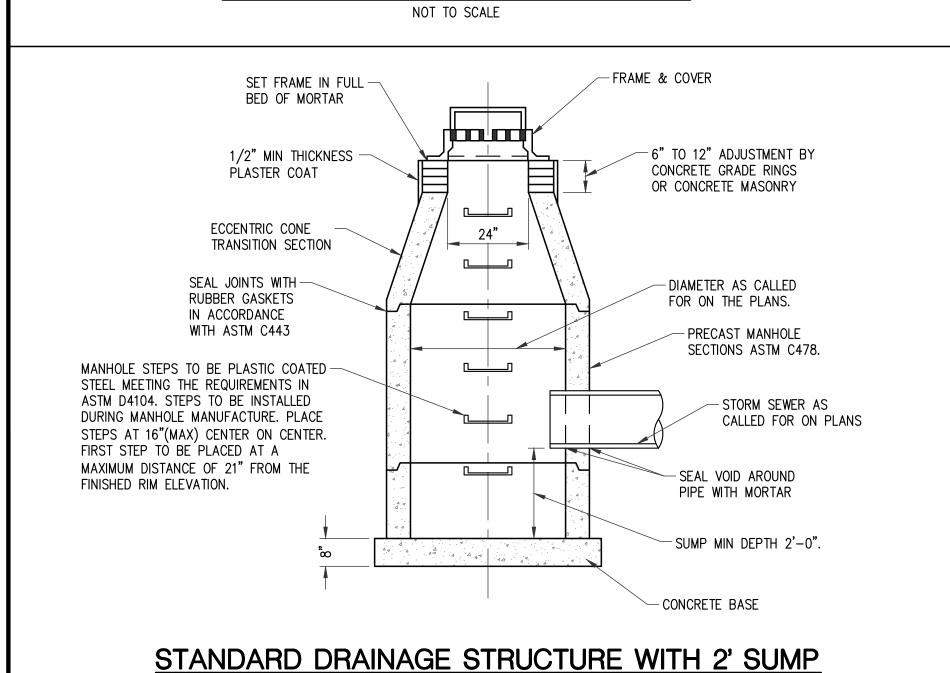
JOB No: 17M0015



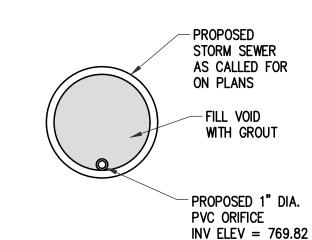
- 1. SAND SHALL BE MDOT GRANULAR MATERIAL CLASS II.
- 2. STONE SHALL BE MDOT, SERIES 6A.
- 3. SAND SHALL BE COMPACTED TO 95% OF ITS MAXIMUM UNIT WEIGHT.

STORM WATER DETENTION SEWER PIPE BEDDING DETAIL NOT TO SCALE



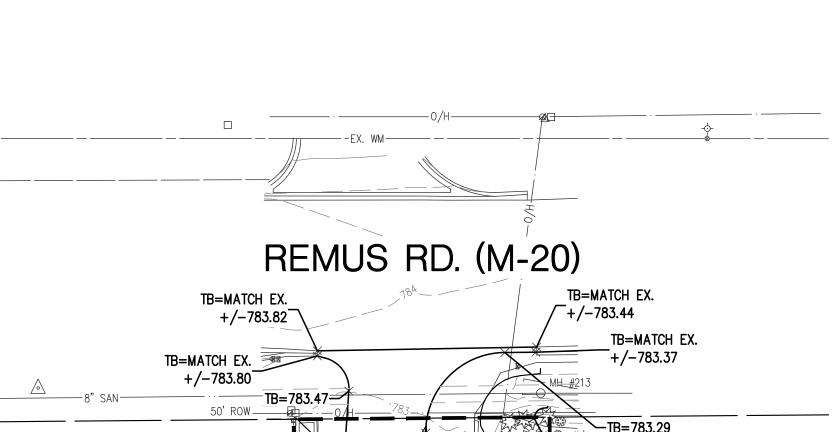


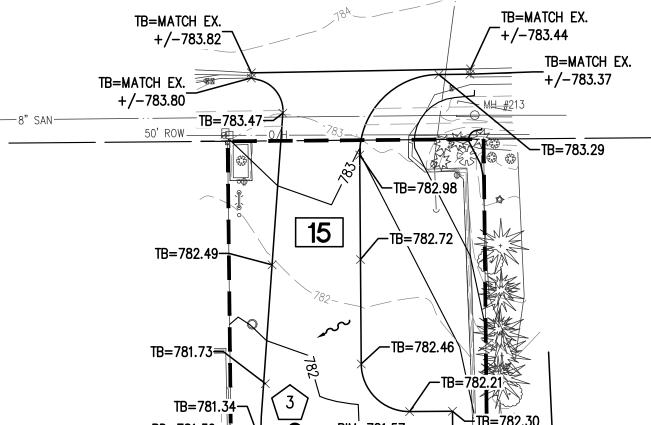
NOT TO SCALE



PIPE VOID BETWEEN OUTSIDE WALL OF ORIFICE AND INSIDE WALL OF STORM SEWER PIPE SHALL BE GROUTED SOLID AT LEAST 12" FROM THE LOCATION IN WHICH THE PIPE PENETRATES THE MANHOLE.

> ORIFICE DETAIL NOT TO SCALE





BD=781.30+

TRIBUTARY AREA = 0.70 ACRE -EX. HMA

2120 E. REMUS BD=779.96— TB=780.38 F.F.=782.04 TB=MATCH EX. _TB=782.05 TB=MATCH EX. _+/-780.82

-TB=781.14`—TB=781.70 --`TB=781.25 ─TB=780.95

15 TB = 779.49BD=779.03-EX. GRASS 5

- PLACE 1" RESTRICTOR IN BD/RIM=777.68-PROP. 12" STORM SEWER. INV = +/- 769.82. SEE DETAIL THIS SHEET. _____

BENCHMARK DATA TABLE

NUMBER NORTHING EASTING 764092 13007077 BM 6 BM 9 764573 13007222

ELEVATION 777.70 787.63

DESCRIPTION TOP E. SIDE OF CONCRETE FOR CATCH BASIN, 70' W. OF SW PROPERTY CORNER FOUND RAILROAD SPIKE IN S. FACE OF POWER POLE, N. SIDE OF M-20 ACROSS FROM NE PROPERTY CORNER

— EX. FENCE

36

∕-TB=780.37

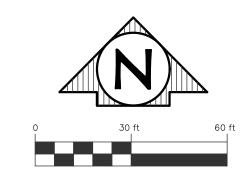
- PROPERTY LINE

SITE GRADING LEGEND

TB = TOP OF BITUMINOUS PAVEMENT BD = BOTTOM OF DITCHFF = FINISH FLOOR ELEVATION RIM = RIM ELEVATION= DIRECTION OF SURFACE FLOW

STORM WATER DETENTION DATA

TRIBUTARY AREA = 0.70 ACRE STORAGE REQUIRED = 2,884 CFT STORAGE PROVIDED = 3,303 CFT DESIGN HIGH WATER ELEVATION = 777.68 ORIFICE SIZE = 1 INCH



PROPOSED STORM SEWER STRUCTURE TABLE								
STRUCT NO.	DIA.	COVER TYPE	RIM ELEVATION	INVERT	NORTHING	EASTING		
1	48"	В	RIM=778.26	*12" 769.82 N (HDPE) 27" 769.19 W (RCP) 27" 769.19 E (RCP)	764106.96	13007167.87		
2	48"	G	RIM=777.68	12" 772.00 S (HDPE) 36" 772.00 N (HDPE)	764122.86	13007167.70		
3	48"	В	RIM=781.57	36" 775.58 S (HDPE)	764388.85	13007164.81		

NOTE: PROPOSED STRUCTURE 2 SHALL HAVE 2' SUMP. PROPOSED STRUCTURE 1 AND 3 SHALL HAVE NO SUMP.

* PLACE 1" DIA. PVC RESTRICTOR IN PROPOSED 12" STORM SEWER. RESTRICTOR INVERT ELEV = 769.82. SEAL VOID WITH

PROPOSED STORM SEWER PIPE TABLE						
PIPE NUMBER	DIAMETER	TOTAL LENGTH	SLOPE	TRENCH DETAIL A (T.D. A)	TRENCH DETAIL B (T.D. B)	
STM 1-2	12"	16'	13.71%	16'	0'	
STM 1-EX	27"	5'	0.10%	5'	0'	
STM 2-3	36"	266'	1.35%	51'	222'	
STM EX-1	27"	5'	0.10%	5'	0'	

EX. STRUCTURE INVENTORY

TYPE: STORM TYPE: SANITARY COVER: BEEHIVE COVER: SOLID 8" PVC E INV.=770.29 27" RCP SW INV.=769.07 8" PVC W INV.=770.34 27" RCP E INV.=769.12

MH# 339 MH# 334 TYPE: SANITARY TYPE: STORM COVER: BEEHIVE COVER: SOLID RIM= 775.83 RIM= 784.19 27" RCP E INV.=769.63 8" PVC N INV.=771.74 27" RCP W INV.=769.53 8" PVC E INV.=771.59

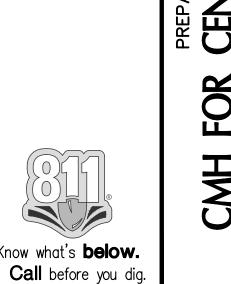
MH# 340 TYPE: STORM MH# 337 TYPE: STORM COVER: BEEHIVE COVER: BEEHIVE RIM= 777.84 RIM= 778.66 27" RCP NE INV.=768.74 30" RCP W INV.=768.06

27" RCP W INV.=768.64 27" RCP E INV.=768.16

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

INDICATES APPLICABILITY OF A SPECIFIC CONTROL MEASURE TO ONE OR MORE OF THE SEVEN PROBLEM AREAS	SLOPES	STREAMS AND WATERWAYS	SURFACE DRAINAGEWAYS	ENCLOSED DRAINAGE (Inlet & Outfall Control)	LARGE FLAT SURFACE AREAS	BORROW AND STOCKPILE AREAS	ADJACENT PROPERTIES
KEY DETAIL	Α	В	C	D	Ε	F	G
5	*		*		*	*	*
15	*				*		
36 CATCH BASIN, DRAIN INLET					*		*





MICHIGAN SITE PLAN 88 CMH FG REMUS

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PLAN SUBMITTALS AND CHANGES SITE PLAN APPROVAL - **NOT FOR CONSTRUCTION** REV: DATE DESCRIPTION 04/3/17 SITE PLAN APPROVAL 4/14/17 SITE PLAN APPROVAL (REVISED) 06/21/17 STORM WATER MGMT (REVISED)

SHT# 2 OF 2JOB No: 17M0015