



BOARD OF TRUSTEES
Regular Meeting
August 9, 2017
7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. CLOSED SESSION
7. PUBLIC HEARINGS
8. PUBLIC COMMENT: Restricted to three minutes regarding issues on this agenda
9. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – July 26, 2017- regular meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
11. NEW BUSINESS
 - A. Discussion/ Action: (Gallinat) Intro / First Reading for Coyne LLC – Vote to publish a notice of public hearing for adoption of Ordinance 2017-06
 - B. Discussion/ Action: (Gallinat) Intro / First Reading for owner Bellows Messenger LLC Vote to publish a notice of public hearing for adoption of Ordinance 2017-07
12. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue
13. MANAGER COMMENTS
14. FINAL BOARD MEMBER COMMENT
15. ADJOURNMENT

2017 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting

A regular meeting of the Charter Township of Union Board of Trustees was held on July 26, 2017 at 7:00 p.m. at Union Township Hall.

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

Roll Call

Present: Supervisor Gunning, Clerk Cody, Trustees B. Hauck, Lannen, Mikus, and Woerle

Excused: Treasurer Rice

Approval of Agenda

B. Hauck moved **Woerle** supported to approve the agenda as presented. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Presentations

Public Hearings

Public Comment - open 7:03 p.m.

No comments were offered.

Reports/Board Comments

Cody – Updates from the City Commission Meeting.

Lannen – Updates from MI Township Association Isabella Chapter meeting and Isabella County Board of Commissions meeting.

Mikus – Reported that the Sustainability Committee has suspended meetings until September and will meet quarterly thereafter.

Woerle - Nominated Phil Mikus as Board of Trustee member to the Sidewalk and Pathways Prioritization Committee supported by B. Hauck. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Planning Commission updates, mentioned additional funding needed to host an open house for residents, prior to the public hearing to adopt the Master Plan. **Mikus** moved **Cody** supported to authorize the Township Manager to negotiate with LSL Planning Consultants to amend the contract, not to exceed \$2,000.00. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Consent Agenda

- A. Communications
- B. Minutes July 12, 2017 – Regular Meeting
- C. Bills
- D. Payroll
- E. Meeting Pay
- F. Fire Reports
- G. 2.0 Global Executive Constraint
- H. 2.5 Financial Condition & Activities
- I. 2.5.10 Cash Flow Ratio

Woerle moved Mikus supported to approve the consent agenda as presented. **Vote: Ayes: 6 Nays: 0. Motion carried.**

BOARD AGENDA

A. Discussion/ Action: Terminate sidewalk agreement with Isabella Community Credit Union at 2100 E. Remus Road

Lannen moved Mikus supported to terminate the sidewalk agreement with Isabella Community Credit Union, located at 2100 E. Remus Rd. **Vote: Ayes: 6 Nays 0. Motion carried.**

B. Discussion/Action: Approve contract with Isabella County Road Commission for repaving ½ mile of Whiteville Road between Millbrook and Wing Road

Woerle moved B. Hauck supported to approve contract with the Isabella County Road Commission in the amount of \$11,2334.26 for the repaving of the ½ mile of Whiteville Road between Millbrook and Wing Roads. **Vote: Ayes: 6 Nays: 0. Motion carried.**

C. Discussion/ Action: 4.4 Monitoring Township Manager & Management Team Performance

Presented by Township Manager, no action required.

MANAGER COMMENTS

- Reported on resident concerns/comments regarding O’Connor Dr. flood damage.

EXTENDED PUBLIC COMMENT - Open 8:00 p.m.

Russ Alwood, 2435 O’Conner Drive – commented on property damage from the flood.

Courtney Flynn-Busler, 2341 O’Conner Drive - commented on property damage from the flood.

Patty Schafer, 2187 O’Connor Drive - commented on property damage from the flood.

FINAL BOARD MEMBER COMMENTS

Woerle – Asked for progress report from the water quality study. Referenced section 3.1 Governing Style from the Policy Governance Manual.

ADJOURNMENT

Mikus moved Woerle supported to adjourn the meeting at 8:25 p.m. **Vote: Ayes: 6 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Norm	Woerle	11/20/2020
2-Chair	Phil	Squatrito	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 Members) 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 Sustainability (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
Construction Board of Appeals (3 Members) 2 year term			
#	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	Sarvjit	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

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
08/09/2017	101	16 (S)	01171	DBI BUSINESS INTERIORS	TONER - WATER OFFICE	72.99
					RETURN ADDRESS STAMP-TREASURER	24.99
					PENS, STICKY NOTES, LEGAL PAD, HALL RECI	16.30
					TONER RETURN - WATER OFFICE	(72.99)
					TONER RETURN - WATER OFFICE	(41.29)
						<u>0.00</u>
08/03/2017	101	130 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	900 MULBERRY LN	203.19
					5240 E BROOMFIELD RD	1,011.97
					2270 NORTHWAY DR	26.90
					2055 ENTERPRISE DR	270.41
					5525 E REMUS RD	159.36
					5537 E BROADWAY RD	38.55
					1933 S ISABELLA RD	693.85
					5144 BUDD ST	29.06
					5142 BUDD ST	131.67
					1660 BELMONT DR	109.17
					5076 S MISSION RD	690.89
					4795 S MISSION ST	1,570.79
					4797 S MSSION ST # BARN	165.77
					5228 S ISABELLA RD	5,972.32
					4822 ENCORE BLVD	106.72
					4244 E BLUE GRASS RD	106.05
					4520 E RIVER RD	98.07
					1633 S LINCOLN RD	237.64
					5319 E AIRPORT RD	41.64
					1046 S MISSION ST	206.58
					1605 SCULLY RD	48.15
					2188 E PICKARD RD	120.12
					1776 E PICKARD RD	348.94
					1876 PACKARD RD	59.77
					2180S LINCOLN RD	46.52
					2495 E DEERFIELD RD	81.70
					2424 W MAY ST	383.11
					3998 E DEERFIELD RD	61.51
					5369 S CRAWFORD RD	55.05
					3248 S CONCOURSE DR	164.60
					800 CRAIG HILL RD	48.11
					2279 S MERIDIAN RD	1,889.95
					2279 S MERIDIAN RD PUMP HOUSE	25.82
					4511 E RIVER RD	12,035.41
					2010 S LINCOLN RD	681.02
						<u>27,920.38</u>
08/03/2017	101	131 (E)	00146	VOID		
				Void Reason: Created From Check Run Process		V
08/03/2017	101	132 (E)	00146	VOID		
				Void Reason: Created From Check Run Process		V
08/04/2017	101	133 (E)	01105	MASTERCARD	MASTERCARD CRAWFORD	0.99
					MASTERCARD BEBOW	993.90
					MASTERCARD WALDRON	213.55
					MASTERCARD DEARING	3,290.09
					MASTERCARD RADAR	263.32

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MASTERCARD MCBRIDE	2,835.84
					MASTERCARD SMITH K	311.04
					MASTERCARD STUHLBREHER	35.88
					MASTERCARD CODY	417.00
					MASTERCARD HOHLBEIN	118.69
					MASTERCARD DEPRIEST	85.28
						<u>8,565.58</u>
08/09/2017	101	19498	00020	JAMES ALWOOD	WELL SITE LEASE-JULY 2017	512.08
08/09/2017	101	19499	00043	ARROW UNIFORM	UNIFORMS	47.12
					UNIFORMS	76.87
					UNIFORMS	47.12
					UNIFORMS	76.87
						<u>247.98</u>
08/09/2017	101	19500	00048	BADER & SONS CO.	REPAIR GATOR - PARKS	537.62
08/09/2017	101	19501	01240	BRAUN KENDRICK FINKBEINER PLC	GENERAL LEGAL FEES - JUNE 2017	4,855.00
					NEW GRASS CIVIL - JUNE 2017	3,890.58
						<u>8,745.58</u>
08/09/2017	101	19502	00095	C & C ENTERPRISES, INC.	WWTP JANITORIAL SUPPLIES	78.00
					PARKS-JANITORIAL SUPPLIES	161.00
					UTILITIES/PARKS-FLOURESCENT SAFETY SHIRT	300.00
					PARKS-JANITORIAL SUPPLIES	55.00
						<u>594.00</u>
08/09/2017	101	19503	01253	CAPITAL EQUIPMENT CLARE LLC	PARKS - MOWER BLADES	101.01
08/09/2017	101	19504	00791	JANE CHAFFEE	FLEX MEDICAL REIMBURSEMENT-7-20-17	165.00
08/09/2017	101	19505	01242	CULLIGAN WATER	WATER COOLER RENT/REFILLS-WWTP-JULY 2017	134.52
08/09/2017	101	19506	00183	DIXON ENGINEERING, INC.	WATER TOWER INSPECTION-PRIOR TO PAINTING	6,725.00
08/09/2017	101	19507	00195	EJ USA, INC	RAISE HYDRANT DUE TO SIDEWALK INSTALLATI	279.90
08/09/2017	101	19508	01219	ERC ASSOCIATES, LLC	4-55 GAL DRUMS-CATIONIC POLYMER-WWTP	6,750.00
08/09/2017	101	19509	00300	HYDRO DYNAMICS	SPARE SEWAGE PUMP REBUILD LIFSTATION #15	682.28
08/09/2017	101	19510	00324	ISABELLA CORPORATION	REPAIR DRIVEWAY AT DEERFIELD TOWER	200.00
08/09/2017	101	19511	00333	ISABELLA COUNTY ROAD COMMISSION	WHITEVILLE RD-BLUEGRASS TO BROOMFIELD #5	16,962.10
					WHITEVILLE RD - WING TO BLUEGRASS #3	25,010.19
						<u>41,972.29</u>
08/09/2017	101	19512	00337	ISABELLA COUNTY TREASURER	REFUND MTT PARCELS-RED LOBSTER CAMPUS CR	20,796.33
08/09/2017	101	19513	01550	JJZ CONTRACTING	PUMP STATION #5 BYPASS MANHOLE	37,000.00
08/09/2017	101	19514	00351	JONES & HENRY LABORATORIES, INC.	WWTP MERCURY SAMPLE	200.00
08/09/2017	101	19515	00359	KERR PUMP & SUPPLY	PUMP STATION PUMP PARTS	77.80
08/09/2017	101	19516	00463	MT. PLEASANT HEATING & AIR COND	WWTP INSTALL TEMPSTAR FIVE TON A-COIL	3,950.00
					TWP HALL-WATER OFFICE-THERMOSTAT REPLACE	235.00
						<u>4,185.00</u>
08/09/2017	101	19517	00466	MT. PLEASANT RENTAL CENTER	PORTA JOHN - CLEANUP DAY	81.00
08/09/2017	101	19518	00506	MEEKHOF TIRE SALES & SERVICE INC	TIRE TRAILERS - UTILITIES	175.00
08/09/2017	101	19519	00525	PICKARD STREET CAR WASH	WASH & DETAIL	34.00
08/09/2017	101	19520	01364	SHERRIE TEALL	FLEX MEDICAL REIMBURSEMENT-7-20-17	441.80
					FLEX MEDICAL REIMBURSEMENT 7-27-17	80.00
						<u>521.80</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/09/2017	101	19521	01314	VERIZON WIRELESS	CELL PHONES 6-16-17 TO 7-15-17	444.70
08/09/2017	101	19522	00703	WASTE MANAGEMENT OF MICHIGAN, INC	DUMPSTER - FLOOD CLEAN UP	608.27
					TRASH SERVICE - FLOOD EVENT	14,829.50
					DUMPSTER SERVICE - MCDONALD PARK	167.36
					DUMPSTER SERVICE-TWP HALL	57.07
					DUMPSTER SERVICE-MCDONALD PARK	111.74
					DUMPSTER SERVICE-SHOP	46.35
					DUMPSTER SERVICE-WWTP	784.33
					DUMPSTER SERVICE-WATER PLANT	67.67
						<u>16,672.29</u>
08/09/2017	101	19523	00710	WEBB CHEMICAL SERVICE	FERRIC CHLORIDE SOLUTION	4,784.32
08/09/2017	101	19524	01246	WOLVERINE POWER SYSTEMS	WWTP SERVICE CALL	350.00
08/09/2017	101	19525	01483	XEROX FINANCIAL SERVICES	LEASE PAYMENT-JULY 2017	1,500.76
						<u><u>1,500.76</u></u>
101 TOTALS:						
Total of 33 Checks:						190,956.22
Less 2 Void Checks:						0.00
Total of 31 Disbursements:						<u><u>190,956.22</u></u>

Charter Township of Union Payroll
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CHECK DATE: July 27, 2017

PPE: July 22, 2017

NOTE: CHECK TOTAL FOR TRANSFER

Gross Payroll	\$	55,322.64
Employer Share Med		796.29
Employer Share SS		3,405.01
SUI		399.75
Pension-Employer Portion		3,311.29
Workers' Comp		620.82
Life/LTD		-
Dental		-
Health Care		-
Cobra/Flex Administration		154.65
PCORI Fee		49.91
Total Transfer to Payroll Checking	\$	64,060.36

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	26,724.10
EDDA		-
WDDA		-
Sewer Fund		22,237.43
Water Fund		15,098.83
Total To Transfer from Pooled Savings	\$	64,060.36

**CHARTER TOWNSHIP OF UNION
MEETING PAY REQUEST FORM
2017**

BOARD MEMBER: Tim Lannen

MONTH: July

Date	Meeting	Time Attended		Total
		1hr or less	More than Hr	
7-18-17	Isabella County BOC	✓		\$50
7-19-17	MTA County Chapter		✓	\$75

SIGNATURE: Tim Lannen Date: 7-26-17

1. This form is filled out by the board member monthly and turned into the Finance Director. Completed requests will be added to the consent agenda for approval at the next regular board meeting. After board approval, payment will be added to the next regular payroll process.
2. Only list those meetings that you have attended. You are required to list the amount of meeting time you were in attendance. The amount paid is subject to the time you spent during the actual meeting. 1 to 60 minutes is reimbursed at \$50. Anything greater than 60 minutes is reimbursed at \$75.
3. Attendances at all day conferences/sessions are reimbursed as one meeting at \$75.

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant
Period - July 10, 2017 through July 16, 2017


Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire			
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	131	Passenger Vehicle Fire			
	132	Road freight or transport vehicle fire			
	136	Self-propelled Motor Home/Recreational			
	137	Camper or Recreational Vehicle (RV) Fire			
	138	Off-road vehicle of heavy equipment fire			
	140	Natural Vegetation Fire			
	143	Grass/Brush fire			
	150	Outside Rubbish Fire, other			
	151	Outside Rubbish Fire, trash or waste fire			1
		154	Dumpster Fire		
	160	Special Outside Fire, Other			
Overpressure Rupture, (No Fire)	251	Excessive heat, scorch burns with no fire			
	231	Chemical reaction rupture of process vessel			
Rescue & EMS Incident	300	Rescue, EMS incident, other			
	311	Medical Assist to EMS Crew	1	3	1
	321	EMS Call excluding Veh. Accident	1	2	
	322	Motor Vehicle Acc. W/ Injuries			
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries			
	331	Lock-In (If lock out use 551)			
	342	Search for Person in Water			
	352	Extrication of Victim (s) from vehicle			
	353	Remove Victim from Stalled Elevator			
	360	Water & Ice-related Rescue, Other			
	361	Swimming /recreational water area rescue			
	363	Swift Water Rescue			
	3811	Technical rescue standby			
Hazardous Condition (No Fire)	400	Hazard condition other			
	410	Combustible/Flammable Gas Condition			
	411	Gasoline or Other Flammable Spill			
	412	Gas Leak (natural gas or LPG)			
	413	Oil of Combustible Liquid Spill			
	420	Toxic Condition, Other			
	421	Chemical Hazard (No Spill or Leak)			
	423	Refrigeration Leak			
	424	Carbon Monoxide Incident			1
	440	Electric Wiring/Equipment Problem			
	441	Heat from Short Circuit			

	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down			
	445	Arcing, shorted electrical equipment			
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down	1	3	
Service Call	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			1
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			
	622	No Incident Found on Arrival			
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call	700	False Alarm, Other			1
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			1
	736	CO detector activation due to malfunction			1
	740	Unintentional transmission of alarm, other			
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional	1	2	
	746	Carbon Monoxide Activation, NO CO			

Severe Weather	812	Flood Assessment			
	813	Wind Storm, Tornado/Hurricane Assessment			
Special Incident Type					
	911	Citizen Complaint			
	9003	Affidavit Issued			
			4	10	7
		Total Response for Union Twp/City			

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant
Period - July 17, 2017 through July 23, 2017


Category	Code	Description	Twp	Resp	City	
Fire	100	Fire, Other				
	111	Building Fire				
	112	Fires in Structures other than a Building				
	113	Cooking Fire				
	114	Chimney or Flue Fire				
	116	Fuel Burner/Boiler Malfunction				
	131	Passenger Vehicle Fire			1	
	132	Road freight or transport vehicle fire				
	136	Self-propelled Motor Home/Recreational				
	137	Camper or Recreational Vehicle (RV) Fire				
	138	Off-road vehicle of heavy equipment fire				
	140	Natural Vegetation Fire				
	143	Grass/Brush fire				
	150	Outside Rubbish Fire, other				
	151	Outside Rubbish Fire, trash or waste fire				
	154	Dumpster Fire				
	160	Special Outside Fire, Other				
	Overpressure Rupture, (No Fire)	251	Excessive heat, scorch burns with no fire			
		231	Chemical reaction rupture of process vessel			
	Rescue & EMS Incident	300	Rescue, EMS incident, other			
311		Medical Assist to EMS Crew	1	4	2	
321		EMS Call excluding Veh. Accident	1	4	1	
322		Motor Vehicle Acc. W/ Injuries	2	5		
323		Motor Vehicle Acc/Pedestrian				
324		Motor Vehicle Acc. W/no Injuries			1	
331		Lock-In (If lock out use 551)				
342		Search for Person in Water				
352		Extrication of Victim (s) from vehicle				
353		Remove Victim from Stalled Elevator				
360		Water & Ice-related Rescue, Other				
361		Swimming /recreational water area rescue				
363		Swift Water Rescue				
3811	Technical rescue standby					
Hazardous Condition (No Fire)	400	Hazard condition other				
	410	Combustible/Flammable Gas Condition				
	411	Gasoline or Other Flammable Spill				
	412	Gas Leak (natural gas or LPG)	1	3		
	413	Oil of Combustible Liquid Spill				
	420	Toxic Condition, Other				
	421	Chemical Hazard (No Spill or Leak)				
	423	Refrigeration Leak				
	424	Carbon Monoxide Incident				
	440	Electric Wiring/Equipment Problem				
441	Heat from Short Circuit					

	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down			
	445	Arcing, shorted electrical equipment			
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down	1	2	
Service Call	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			
	542	Animal Rescue			
	552	Police Matter	1	2	
	553	Public Service			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			
	622	No Incident Found on Arrival			
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			1
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			1
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			1
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction	2	4	1
	736	CO detector activation due to malfunction			
	740	Unintentional transmission of alarm, other			
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional			
	746	Carbon Monoxide Activation, NO CO			

Severe Weather	812	Flood Assessment			
	813	Wind Storm, Tornado/Hurricane Assessment			
Special Incident Type					
	911	Citizen Complaint			
	9003	Affidavit Issued			
			9	24	9
		Total Response for Union Twp/City			

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant
Period - July 24, 2017 through July 30, 2017


Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire	1	12	
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	131	Passenger Vehicle Fire			
	132	Road freight or transport vehicle fire			
	136	Self-propelled Motor Home/Recreational			
	137	Camper or Recreational Vehicle (RV) Fire			
	138	Off-road vehicle of heavy equipment fire			
	140	Natural Vegetation Fire			
	143	Grass/Brush fire			
	150	Outside Rubbish Fire, other			
	151	Outside Rubbish Fire, trash or waste fire			1
		154	Dumpster Fire		
	160	Special Outside Fire, Other			
Overpressure Rupture, (No Fire)	251	Excessive heat, scorch burns with no fire			
	231	Chemical reaction rupture of process vessel			
Rescue & EMS Incident	300	Rescue, EMS incident, other			
	311	Medical Assist to EMS Crew			3
	321	EMS Call excluding Veh. Accident	1	2	1
	322	Motor Vehicle Acc. W/ Injuries			2
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries	1	4	
	331	Lock-In (If lock out use 551)			
	342	Search for Person in Water			
	352	Extrication of Victim (s) from vehicle			
	353	Remove Victim from Stalled Elevator			
	360	Water & Ice-related Rescue, Other			
	361	Swimming /recreational water area rescue			
	363	Swift Water Rescue			
	3811	Technical rescue standby			
Hazardous Condition (No Fire)	400	Hazard condition other			
	410	Combustible/Flammable Gas Condition			
	411	Gasoline or Other Flammable Spill			
	412	Gas Leak (natural gas or LPG)			
	413	Oil of Combustible Liquid Spill			
	420	Toxic Condition, Other			
	421	Chemical Hazard (No Spill or Leak)			
	423	Refrigeration Leak			
	424	Carbon Monoxide Incident			
	440	Electric Wiring/Equipment Problem			1
	441	Heat from Short Circuit			

	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down			
	445	Arcing, shorted electrical equipment			
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down			1
Service Call	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route	1	13	
	622	No Incident Found on Arrival			
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			
	736	CO detector activation due to malfunction			
	740	Unintentional transmission of alarm, other			
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			1
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional	1	3	
	746	Carbon Monoxide Activation, NO CO			

Severe Weather	812	Flood Assessment			
	813	Wind Storm, Tornado/Hurricane Assessment			
Special Incident Type					
	911	Citizen Complaint			
	9003	Affidavit Issued			
			5	34	10
		Total Response for Union Twp/City			

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: 08/02/2017
FROM: Peter Gallinat Union Township Planner	DATE FOR BOARD CONSIDERATION: August 9, 2017
ACTION REQUESTED: Introduce Rezoning Ordinance 2017-06, conduct a first reading. Vote to publish a notice of public hearing for adoption of Rezoning Ordinance 2017-06 on 08/23/2017 as recommended by the Planning Commission. (By roll call vote)	

Current Action Emergency _____

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A X _____

Finance Approval _____

BACKGROUND INFORMATION

On June 20, 2017 the Charter Township of Union Planning Commission reviewed a rezoning request from owner Coyne LLC. This request was to rezone 6.08 acres of their property from I-2 (General Industrial District) to R-1 (Rural Residential District) located on N. Harris (Crawford Rd.) PID 14-010-30-003-03. The intention for the rezoning of the property is for the construction of a single family dwelling. A public hearing was held on June 20, 2017 at a regular Planning Commission meeting. After the public hearing the Planning Commission carefully deliberated on the request. The applicant offered as a condition of approval an easement along the property for the purpose of a future connection, via a sidewalk, to connect to park trails for the rezoning. The Planning Commission determined the rezoning to be a better fit for the surrounding area than the current Industrial zoning shown the Future Land Use Map.

The rezoning request has been sent to the County Planning Commission for their review on August 10, 2017 as required by the Township Zoning Ordinance. Their comments will be available for August 23, 2017 meeting. The next step in the process is for the Board of Trustees to consider the request for adoption. Tonight’s meeting serves as an introduction or first reading of the proposed Ordinance to amend the Zoning Map. If the board does so choose to adopt the amendment the motion would be to publish a notice for a public hearing on the adoption of Ordinance 2017-06 at the August 23, 2017 Board of Trustees meeting. The Township Board will not vote to adopt the amendment until August 23, 2017.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The rezoning request has been recommended for approval by the Township Planning Commission.

PROJECT IMPROVEMENTS

The following Board of Trustees goal is addressed with the request
(From Policy 1.0: Global End).

1. Community well-being and common good

COSTS

N/A

PROJECT TIME TABLE

This is done in a 3 step process. The First step is to introduce the Ordinance at a board meeting to hold a 1st reading. At this first meeting the board votes to publish for a public hearing on the adoption of said Ordinance. The second step is to hold that public hearing for the adoption of the Ordinance at the next Township board meeting. At the next Township board meeting the board votes to adopt the Ordinance and publish a notice of the adoption. The publishing of a notice of adoption is the third and final step of the Ordinance process for the Township Board.

RESOLUTION

Authorization is hereby given to...

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

NOTICE: Charter Township of Union, Isabella County, Michigan
ORDINANCE # 2017-06
Rezoning

SUMMARY: An Ordinance to amend the Zoning Map of the Charter Township of Union Zoning Ordinance, being Ordinance 1991-5, as amended, so as to rezone a portion of property located at N. Harris St.(Crawford Rd.) Rd.14-010-30-003-03 in Section 10 ,T14N-R4W, Union Township, Isabella County, State of Michigan from I2(General Industrial District) to R-1 (Rural Residential District)

The Charter Township of Union, Isabella County, Michigan, hereby ordains:

SECTION 1 – Amendment. The Zoning Map of the Charter Township of Union, the map being incorporated by reference in the Zoning Ordinance for the Charter Township of Union pursuant to Section 2.2, shall be amended so 6.08 acres of the property located at N. Harris St.(Crawford Rd.) Road 14-010-30-003-03, in Section 10, T14N-R4W, Union Township, Isabella County, State of Michigan, shall be rezoned to the R1 (Rural Residential) District.

SECTION II. – Title. This Ordinance shall be known and cited as the Charter Township of Union Ordinance Number 2017-06, amending the Zoning Map of the Charter Township of Union Zoning Ordinance, being Ordinance 1991-5, as amended.

SECTION III- Severability. The provisions, sections, sentences and phrases of this Ordinance are declared to be severable and if any such portion is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, such finding shall in no way affect or invalidate the remainder of this Ordinance.

SECTION IV – Effective Date. This Ordinance will take effect seven (7) days after publication.

This proposed Ordinance for the Charter Township of Union will be presented for public hearing and adoption by the Union Township Board of Trustees, at a regular meeting on August 23, 2017 at 7:00 p.m. at the Union Township Hall, 2010 S. Lincoln Rd., Mount Pleasant, Michigan. Comments concerning this Ordinance may be made in writing or in person to the Township Board at this address. A true copy of this Ordinance may be obtained or inspected on the township’s website,

<http://www.uniontownshipmi.com/BoardsandCommissions/PublicNotices.aspx>

Lisa Cody, Township Clerk

Ben Gunning, Supervisor

Morning Sun: *Please publish in a display ad in 8 pt. type, on Saturday 08/12/2017*
Please send one affidavit of publication.



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
FROM: Township Planner

New Business

SUBJECT: F) 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

(Public Hearing required)

Applicant: CMS&D Surveying and Engineering

Owner: Coyne LLC

Location: N. Harris(Crawford Rd.) Mt. Pleasant, MI 48858 PID 14-010-30-003-03

Current Zoning: I-2 General Industrial District

Adjacent Zoning: R-2A to the north, I-2 to the east, B-5 to the west across the road(City of Mt. Pleasant, Industrial to the south (City of Mt. Pleasant.)

Future Land Use/Intent: Industrial: Areas for factories and research facilities.

Current Use: vacant property

Reason for Request: Applicant proposes to rezone 6.08 acres of property to R-1 to build a residential home.

History: Property is currently vacant. Applicant has submitted a preliminary site plan review. Final review and approval is for a later date.

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 not approve of REZ 2017-04 I-2 to R-1 6.08 acres at N. Harris (Crawford Rd.) PID 14-010-30-003-03 because

- The proposed rezone goes against the existing FLU map of the Master Plan.
- Planning commission has repeatedly expressed desire for the preservation and increase of Industrial zoned property.
- A residential property abutting an industrial property increases more of the problems (Residential abutting Industrial/Business Districts) the planning commission has desired to decrease.

Peter Gallinat
Twp Planner

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

APPLICATION NO. _____

DATE _____

A. I (WE) COYNE LLC

Address 914 WEST PICKARD STREET, MT. PLEASANT, MI 48858

Phone 989-72220

hereby file an application with the Township Clerk's office to:

1. Add to or change the text of the Zoning Ordinance.
2. Change the district boundaries.
3. Re-zone the property from 1-2
zoning classification to R-1
zoning classification.

B. If this application is for a text amendment please describe in detail what you would like to change. Give section numbers and proposed changes, standards, and procedures.

C. If this application is for the re-zoning of property please provide a complete legal description.

SEE ATTACHED SHEET

D. If this application is for re-zoning please provide a complete common description. (address, cross roads, etc.)

14 010 30 003 03 N. HARRIS ST (CRAWFORD RD) MT. PLEASANT MI

E. Please provide reasons for requesting text amendment or zoning change and include intended use of any land, buildings, or structures.

THE REASON FOR THE REQUEST IS OWNER PLANS TO CONSTRUCT A RESIDENTIAL HOME ON
THE PROPERTY TAKING ACCESS FROM HARRIS ST (CRAWFORD RD)

F. Please provide a site plan for any property to be re-zoned following the requirements outlined in Section 12 of the Union Township Zoning Ordinance 1991-5.

G. List names and addresses of property owners lying within 300 feet of the property to be re-zoned. (use separate sheet)

H. List all or any easements or right-of-ways which have been granted said properties herein described.

SEE ATTACHED DRAWING FOR EASEMENTS

CERTIFICATION:

I (WE) hereby certify that the afore information is accurate and assume responsibility for any error.

SIGNED:

David L. Payne
Applicant

5/30/17
Date

Applicant

Date

Applicant

Date

** FOR OFFICE USE ONLY **

Date application referred to Planning Commission _____

Date public hearing notice published _____

Date public hearing notice mailed _____

Planning Commission Action. ___ Adopted ___ Denied Date _____

Date referred to County Planning Commission _____

Township Board Action ___ Adopted ___ Denied Date _____

Remarks: _____

FEE _____

RECEIPT NO. _____

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

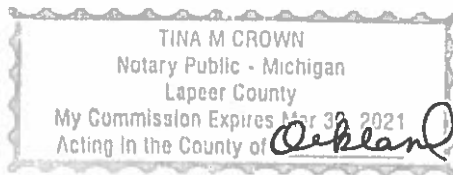
John Alpert
John Alpert

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	06/04/17
morningstarpublishing.com	06/04/17



Sworn to the subscribed before me this 5th June 2017

Tina M. Crown

Notary Public, State of Michigan
Acting in Oakland County

UNION TOWNSHIP PUBLIC HEARING NOTICE -REZONING

NOTICE is hereby given that a Public Hearing will be held on Tuesday, June 20, 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 6.08 acres of property from I-2 (General Industrial District) to R-1 (Rural Residential District), as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by COYNE LLC a rezoning of 6.08 acres of property from I-2 to R-1 zone

Legal Description of properties: T14N R4W, SEC 10, S 1/2 OF N 1/2 OF SW 1/4 & THAT PT OF NE 1/4 OF SW 1/4 LYING W OF CHIPPEWA RIV; EXC RR ROW; ALSO EXC COM AT INT OF N LN OF NE 1/4 OF SW 1/4 AND THE ELY ROW LN OF AARR; TH SWLY ALG SD ROW 550 FT; TH E, 325 FT MORE OR LESS TO BANK OF CHIP RVR; TH NELY TO N LN OF NE 1/4 OF SW 1/4 OF SAID SEC; TH W 525 FT TO POB ALSO EXC COM N 1D 37M 35 E, 1323.71 FT ALG W SEC LN TO S1/8 LN FROM SW COR; TH N 1D 37M 35 E, 132.48 FT; TH S 81D 22M 57S E, 282.2 FT; TH S 1D 37M 35 E, 97.91 FT; TH N 88D 25M 75 W, 280.1 FT TO POB

These properties located at: N. HARRIS MOUNT PLEASANT, MI 48858
PID 14-010-30-003-03

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.

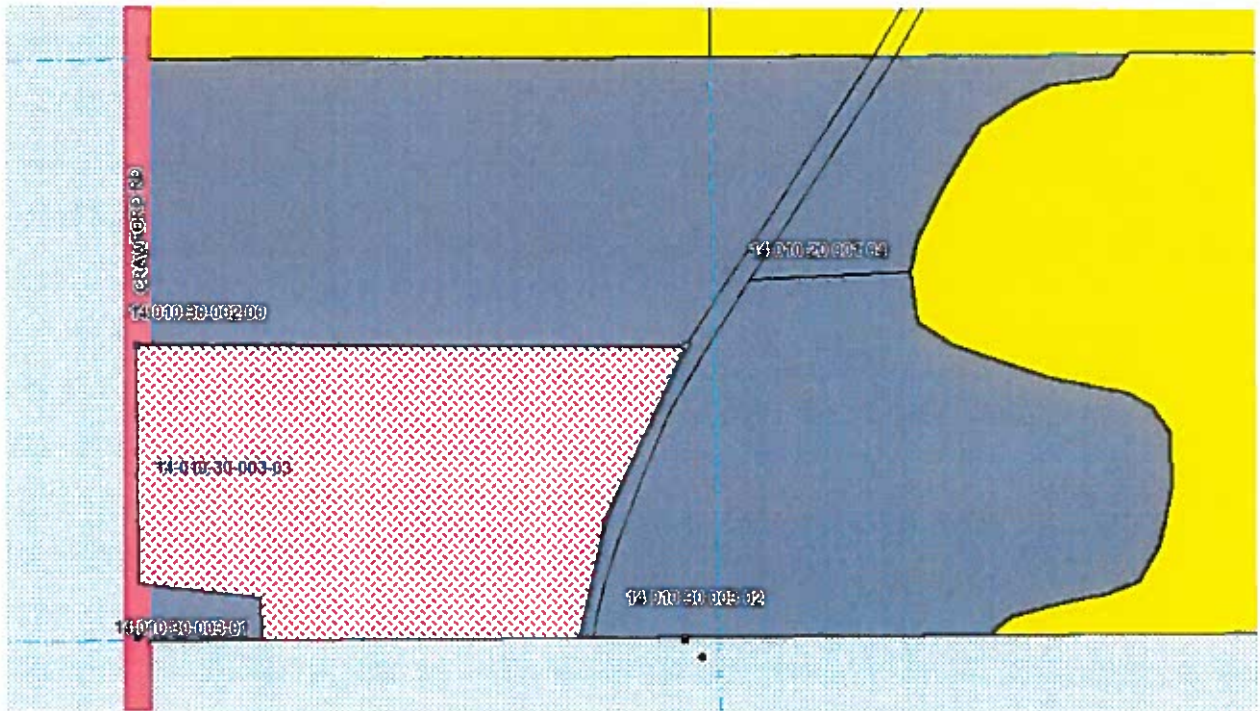
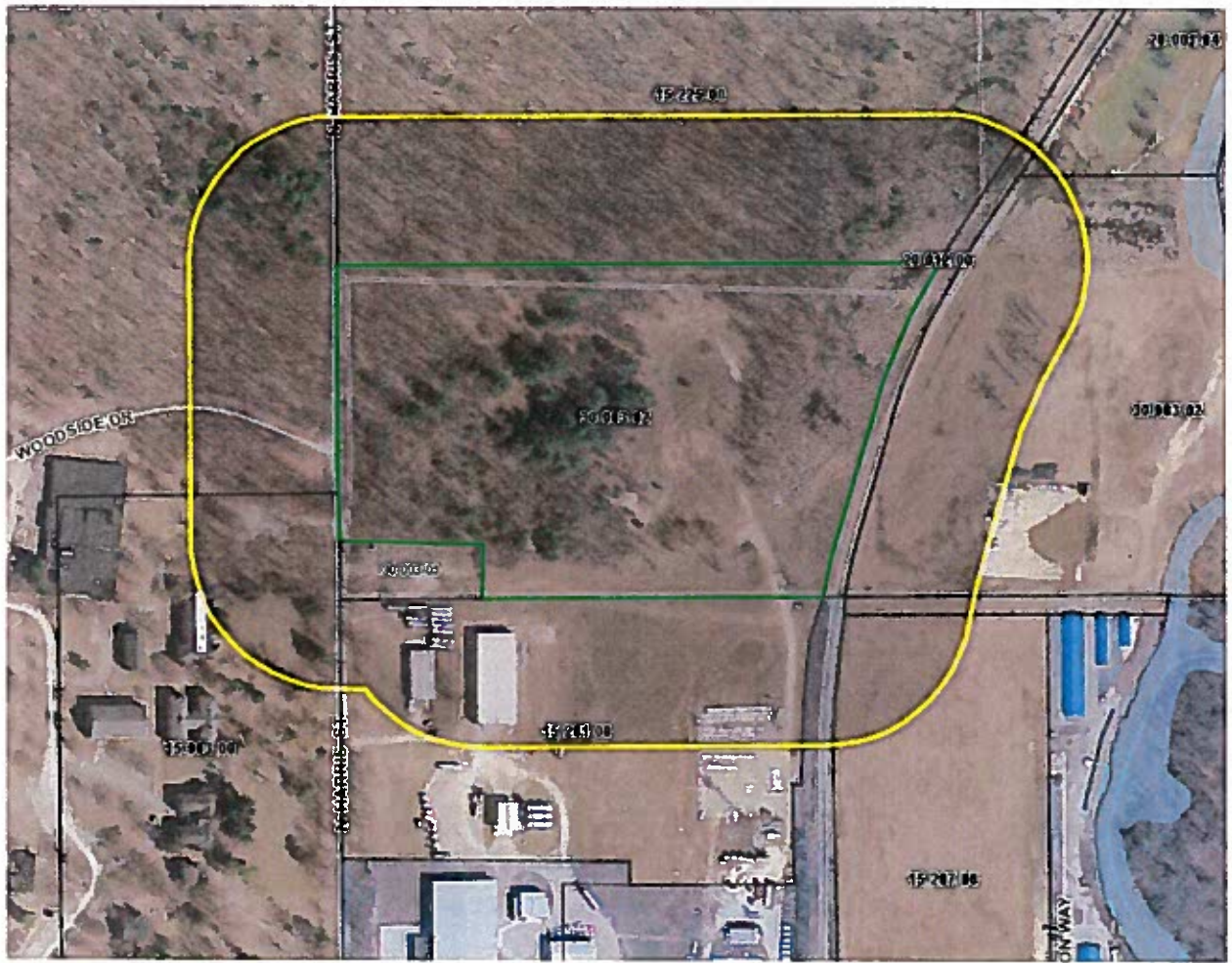
All materials concerning this request may be seen at the Union Township Hall, located at 2010 S. Lincoln Road, Mt. Pleasant, Michigan, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Phone (989) 772 4600 extension 241.

Peter Gallinat,
Township Planner

Published June 4, 2017

Advertisement Information

Client Id: 531226 Ad Id: 1351330 PO: Sales Person: 200300



The map on the top front side of the paper shows the subject property (PID 14-010-30-003-03 N. Harris St.) enclosed with a green line. The yellow line depicts the 300 foot radius around the subject property.

The map on the lower front side of the paper shows the subject property (PID 14-010-30-003-03 N. Harris St.) checkered in red. The property is zoned I-1(Light Industrial District). Light Industrial is represented by the color grey. The yellow color is R-2A 9(One and Two Family, Low Residential District). The Blue represents the City of Mt. Pleasant. Please see attached City zoning map.

Attached on a second paper with the notice is printed on one side is the City of Mt. Pleasant Zoning Map. I have checkered an area on the top left quadrant of the map. This is the subject property. The green is AG (Agricultural) and the grey is Industrial-1.

A third paper is a copy of a survey showing the 6.08 acres proposed to be rezoned to R-1 (Rural Residential District).

- NOTE: Harris St. is shown on the top map and Crawford on the lower map and City Zoning Map. They are the same street.

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These properties located at: N. HARRIS MOUNT PLEASANT, MI 48858
PID 14-010-30-003-03

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Peter Gallinat,
Township Planner

MCGUIRK MINI STORAGE INC
PO BOX 530
MT PLEASANT, MI 48858

MRP PROPERTIES COMPANY LLC
P.O. BOX 696000
SAN ANTONIO, TX 78269-6000

SAGINAW CHIPPEWA INDIAN
TRIBE OF MICHIGAN
7070 EAST BROADWAY
MT PLEASANT, MI 48858

CITY OF MT PLEASANT
320 WEST BROADWAY
MT PLEASANT, MI 48858

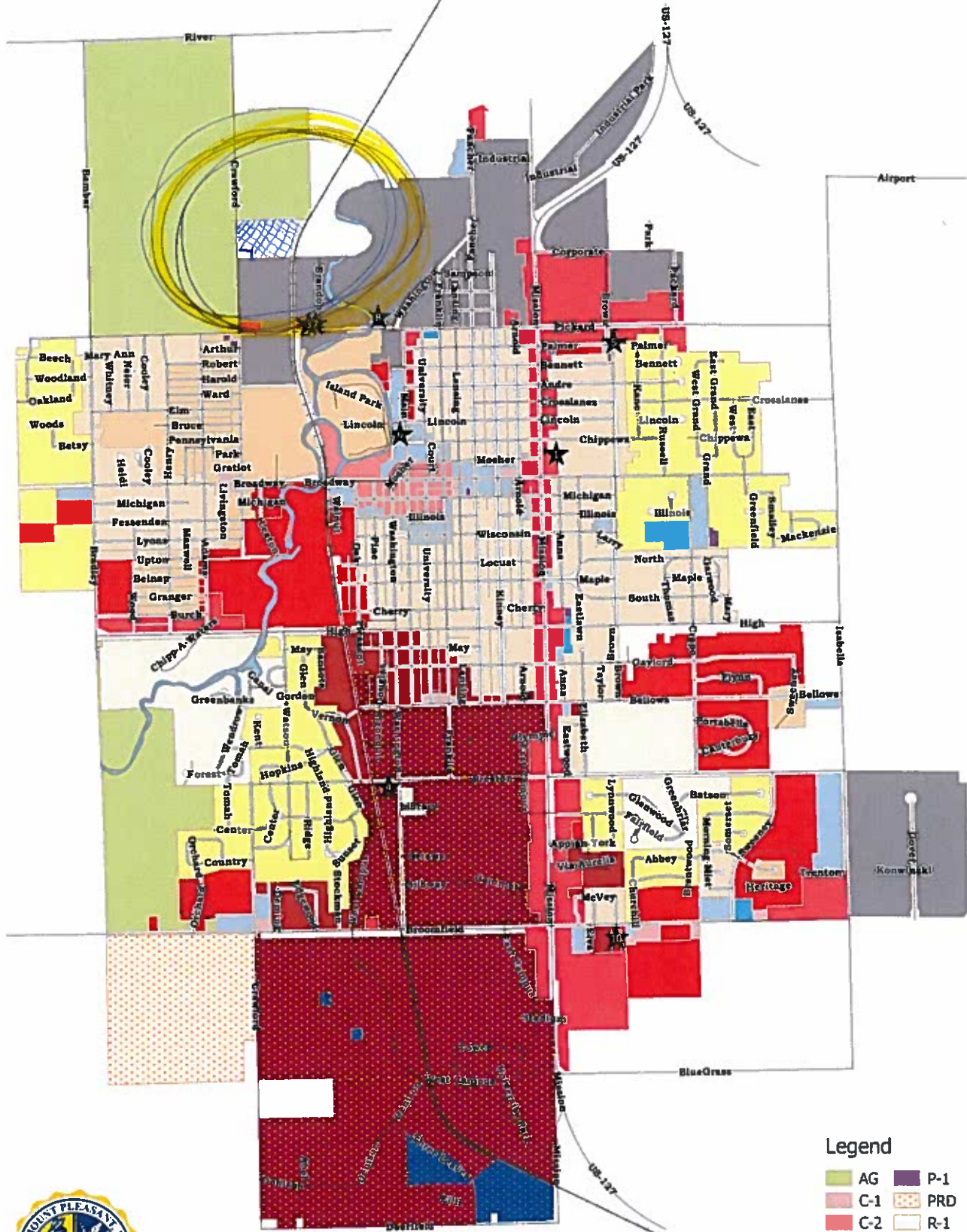
COYNE OIL COPORATION
914 WEST PICKARD, P.O. BOX 9
MT PLEASANT, MI 48858-0009

WOLVERINE PIPLINE CO.
P.O BOX 53
HOUSTON, TX 77001-0053

MT. PLEASANT COUNTRY CLUB
3686 E. RIVER RD
MT PLEASANT, MI 48858

City of Mt. Pleasant Zoning Map

with Modified "U" Zone



Legend

- AG
- C-1
- C-2
- C-3
- I-1
- M-1
- M-2
- OS-1
- OS-2
- P-1
- PRD
- R-1
- R-2
- R-3
- R-4
- RCD
- U
- Cond

Case #	Address	From	To
1	2048-01	B-1	C-1
2	2048-02	I-1	C-1
4	2048-02	I-1	M-2
5	2048-03	B-3	C-1
6	2048-05	OS-1	C-3
7	2048-01	I-1	C-3
8	2048-02	I-1	C-3
10	2048-01	C-3	M-2

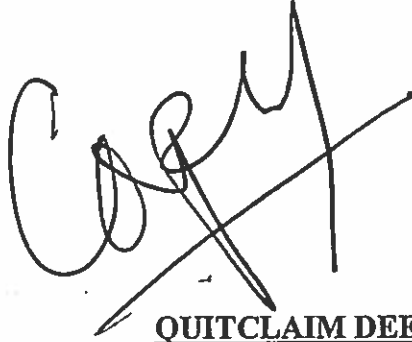


Prepared by the City of Mt. Pleasant Engineering Department using available records. Current as of 9/8/2016

COYNE OIL CORPORATION

Received
ISABELLA COUNTY, MI
05-24-2017 09:27
Received
ISABELLA COUNTY, MI
05-26-2017 11:23

201700004514
Filed for Record in
ISABELLA COUNTY, MI
KAREN R. JACKSON
05-26-2017 At 11:33:32 am.
QUIT C DEED 30.00
Liber 1770 Page 434 - 450



QUITCLAIM DEED

The Grantor, MRP Properties Company, LLC, a Michigan limited liability company, with an address of 1610 East Superior Street, Alma, MI 48801, quitclaims to the Grantee, **Coyne LLC**, a Michigan limited liability company, with an address of 914 W. Pickard Street, Mt. Pleasant, MI 48858, certain premises located in Union Township, Isabella County, Michigan, as legally described in attached Exhibit A (the "Conveyed Parcel"), pursuant and subject to the terms, conditions and provisions of a certain Agreement Regarding the Conduct of Environmental Activities dated as of May 15, 2017 between Grantor and (among other parties) Grantee, and to the terms, conditions and provisions of this Deed.

ASSURE PROPER CREDIT TEAR OFF AND RETURN TOP PORTION WITH YOUR REMITTANCE.

The consideration for this Deed is One Dollar (\$1.00).

The Conveyed Parcel may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

Grantor transfers to Grantee the right to make two (2) available division(s) under Section 108 of the land division act, Act No. 288 of the Public Acts of Michigan of 1967, which transfer is made without representation or warranty (whether express or implied, or as to the number, extent or nature of any available division rights, or otherwise) and without recourse to Grantor.

Title to and possession of the Conveyed Parcel are transferred and accepted subject to, and Grantee shall comply with all of the terms of, without limitation, the covenants and restrictions set forth in attached Exhibit B. Except with the express advance written approval of Grantor and the Michigan Department of Environmental Quality, Grantee and its successors and assigns shall not take or permit any action that would amend any of the covenants and restrictions set forth in attached Exhibit B or prevent the covenants and restrictions from running with the land comprising the Conveyed Parcel.

The Conveyed Parcel was associated with the operation of the former Roosevelt Refinery and the restricted portion of the Conveyed Parcel (the area included in the restricted area described and depicted in Exhibits 1 and 2 to attached Exhibit B) is included within a larger tract that is the subject of the Administrative Order on Consent ("Order") dated March 20, 1997 between the Michigan Department of Environmental Quality and the entity that was the operator of the Roosevelt Refinery, under the provisions of Part 201 of the Natural Resources and Environmental Protection Act, MCL 324.20101, *et seq.* The unrestricted portion of the

Please Remit To:
4831-1994-6794.2
085898\000037

Coyne Oil Corp.
PO Box 9

Mount Pleasant, MI 48804 0000

Conveyed Parcel (the area not included in the restricted area described and depicted in Exhibits 1 and 2 to attached Exhibit B) was originally within the "facility" governed by the Order but the MDEQ later determined to remove it from the "facility" scope. The Order requires the performance of certain response activities at certain real property identified in the Order. The entity that was the operator of the Roosevelt Refinery is a non-existent entity, its successor having been dissolved by law. Grantee has separately acknowledged in writing that (i) the restricted portion of the Conveyed Parcel is a part of a "facility" as that term is used in MCL 324.20116, (ii) Grantor has made the disclosures to Grantee described in MCL 324.20116, and (iii) Grantee has independently investigated and is aware of the environmental condition of the Conveyed Parcel.

In the event that any term or provision of this Deed is unenforceable or void in whole or in part, such provision shall be limited to the extent necessary to render the Deed valid and enforceable, or shall be excised from this Deed as circumstances require, and this Deed shall be construed as if the term or provision had been incorporated herein as so limited, or as if the term or provision had not been included herein, as the case may be.

PLEASE ENTER
AMOUNT PAID
IN THIS AREA

O ASSURE PROPER CREDIT TEAR OFF AND DISCARD WITH MAYR REMITTANCE 2017.

*Signatures and acknowledgments follow
The remainder of this page is intentionally blank*

4831-1994-6794.2
085898\000037

Please Remit To:

Coyne Oil Corp.
PO Box 9
Mount Pleasant, MI 49884-0009

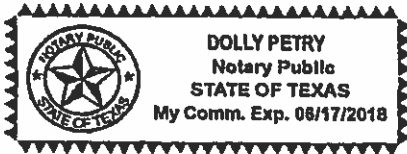
MRP PROPERTIES COMPANY, LLC, a Michigan limited liability company

By: *Kirk A. Saffell*
Print Name: Kirk A. Saffell
Its: Sr. Vice President

STATE OF Texas)
) SS
COUNTY OF Bexar)

PLEASE ENTER AMOUNT PAID IN THIS AREA

The foregoing instrument was acknowledged before me on May 15, 2017, by Kirk A. Saffell, who is Sr. Vice President of MRP Properties Company, LLC, a Michigan limited liability company, on behalf of the company.



Dolly Petry
Print Name: Dolly Petry
Notary Public, Bexar County, Texas
Acting in Bexar County
My Commission Expires: 6/17/2018

DRAFTED BY AND AFTER RECORDING RETURN TO:
Brian J. Page
Dykema Gossett PLLC
300 Ottawa Ave., N.W., Suite 700
Grand Rapids, MI 49503
616-776-7509

Send Tax Bills to Grantee

County and State Transfer Tax: Exempt pursuant to MCL 207.505(a) and 207.526(a).
Recording Fee: \$30.00

Please Remit To:

Coyne Oil Corp.
PO Box 9
Mount Pleasant, MI 48854-0009

Exhibit A
Conveyed Parcel Legal Description

DESCRIPTION OF PROPERTY PROVIDED:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF THE ANN ARBOR RAILROAD, SECTION 10, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN EXCEPT COMMENCING N01°-37'-03"E, 1323.71 FEET ALONG THE WEST SECTION LINE TO THE SOUTH 1/8 LINE, FROM THE SOUTHWEST CORNER; THENCE N01°-37'-03"E, 132.48 FEET; THENCE S81°-22'-57"E, 282.20 FEET; THENCE S01°-37'-03"W, 97.91 FEET; THENCE N88°-25'-07"W, 280.10 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF PROPERTY AS SURVEYED:

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, T.14 N.-R4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE N.00°-33'-37"W., ON AND ALONG THE WEST LINE OF SAID SECTION, 1456.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N.00°-33'-37"W., ON AND ALONG SAID WEST SECTION LINE, 529.39 FEET; THENCE N.89°-18'-54"E., ON AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION, 1240.18 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE ANN ARBOR RAILROAD AND A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2013.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 716.11 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING S.20°-38'-08"W., 712.34 FEET TO SAID POINT; THENCE S.89°-24'-55"W., ON AND ALONG THE SOUTH 1/8 LINE OF SAID SECTION, 702.53 FEET; THENCE N.00°-33'-37"W., PARALLEL WITH SAID WEST SECTION LINE, 97.91 FEET; THENCE N.83°-32'-54"W., 282.21 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 15.82 ACRES OF LAND AND BEING SUBJECT TO HIGHWAY USE OF THE WESTERLY 33.00 FEET THEREOF AND ALSO BEING SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

Parcel No. 14-010-30-003-03

[Formerly a part of parcel no. 14-010-30-003-02]

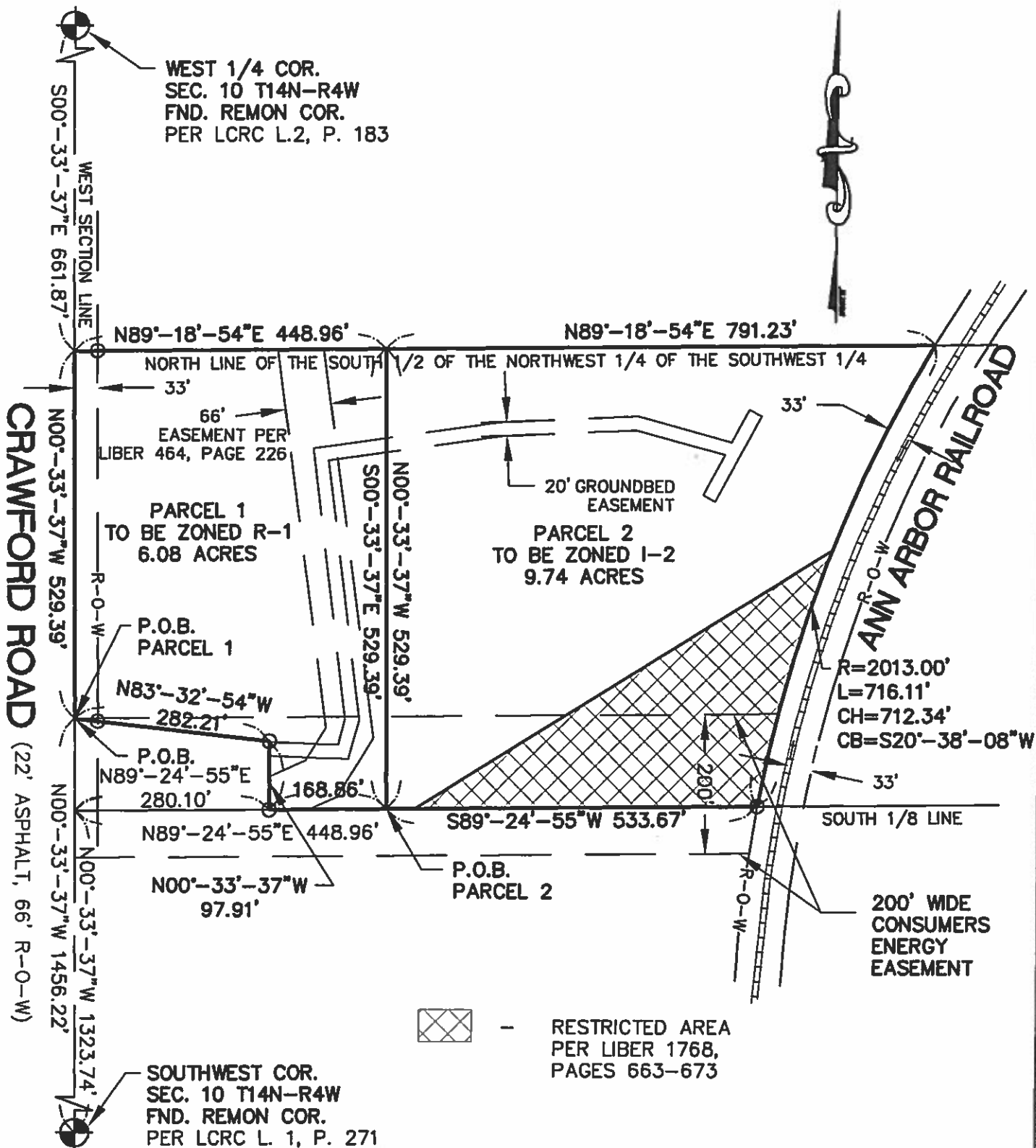
Please Remit To:

Coyne Oil Corp.
PO Box 9
Mount Pleasant MI 48804-0009

SKETCH + DESCRIPTION

COYNE LLC

PART OF THE SOUTHWEST 1/4
SECTION 10, T14N-R4W
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN

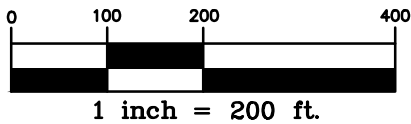
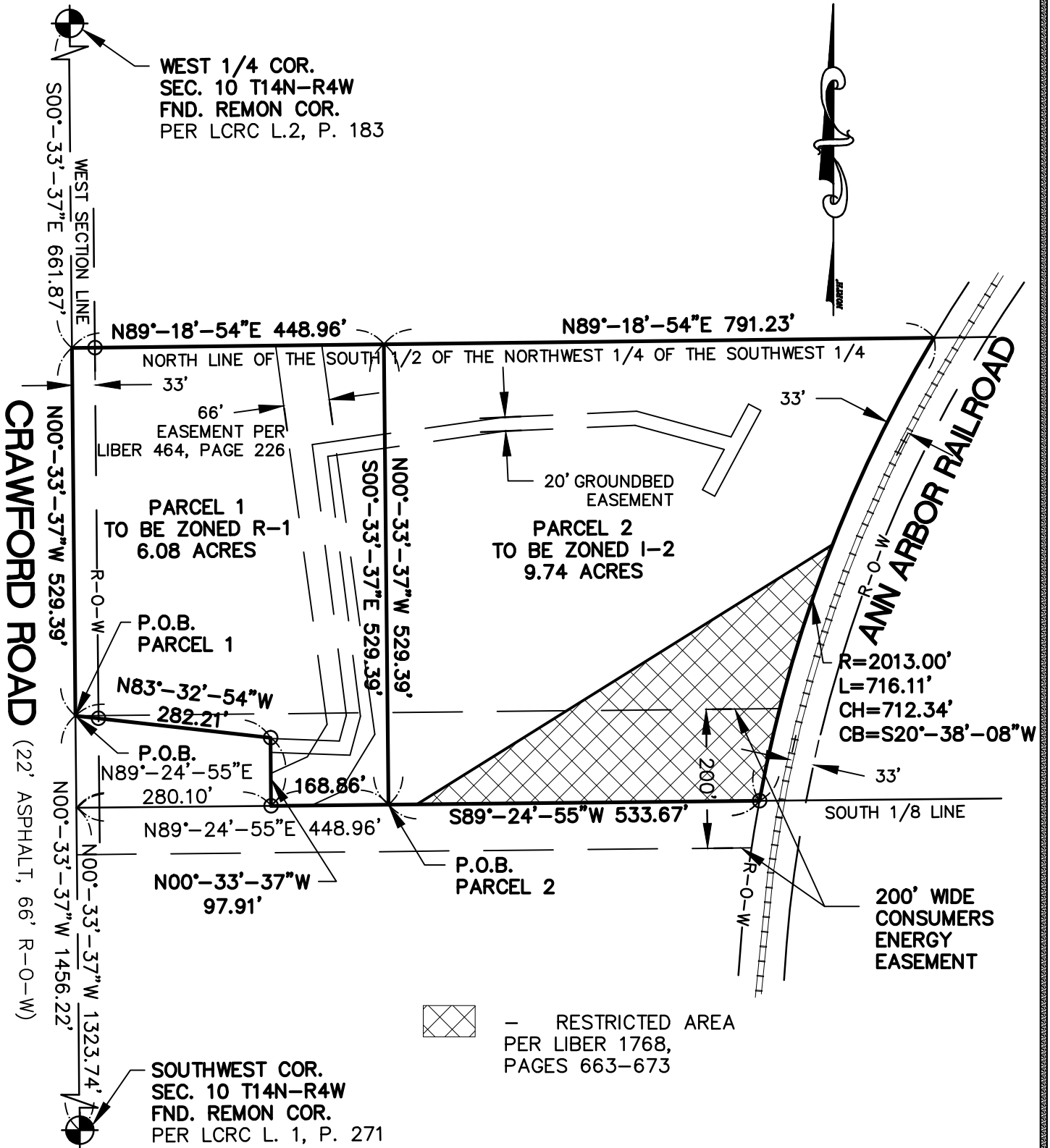


BEARING BASIS PER GEODETIC OBSERVATION
WGS-84 THE BEARING BETWEEN THE SOUTHWEST
CORNER AND THE WEST 1/4 CORNER WAS

SKETCH + DESCRIPTION

COYNE LLC

PART OF THE SOUTHWEST 1/4
SECTION 10, T14N-R4W
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN



BEARING BASIS PER GEODETIC OBSERVATION WGS-84 THE BEARING BETWEEN THE SOUTHWEST CORNER AND THE WEST 1/4 CORNER WAS DETERMINED TO BE N.00°-33'-37"W.

R - RECORDED
M - MEASURED
□ - SET WOOD STAKE

○ - FOUND IRON
● - SET IRON
⊙ - CONCRETE MONUMENT

⊕ - SECTION CORNER
⊙ - 1/8 CORNER



CMS & D

SURVEYING / ENGINEERING

1985 PARKLAND DRIVE, SUITE B
MT. PLEASANT, MICHIGAN 48858
PHONE: (989) 775-0756
FAX: (989) 775-5012
EMAIL: info@cms-d.com

SCALE: 1" = 200'	DRAWN BY: WRE
SURVEY DATE: N/A	CHECKED BY: TELB
DATE: 5-30-17	JOB NUMBER: 1705-075
REVISED:	SHEET NUMBER: 1 OF 2

SKETCH + DESCRIPTION

COYNE LLC

PART OF THE SOUTHWEST 1/4
SECTION 10, T14N-R4W
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN

SUPPLIED DESCRIPTION OF ENTIRE PARCEL:

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, T.14 N.-R4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE N.00°-33'-37"W., ON AND ALONG THE WEST LINE OF SAID SECTION, 1456.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N.00°-33'-37"W., ON AND ALONG SAID WEST SECTION LINE, 529.39 FEET; THENCE N.89°-18'-54"E., ON AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 1240.18 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE ANN ARBOR RAILROAD AND A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 2013.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 716.11 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING S.20°-38'-08"W., 712.34 FEET TO SAID POINT; THENCE S.89°-24'-55"W., ON AND ALONG THE SOUTH 1/8 LINE OF SAID SECTION, 702.53 FEET; THENCE N.00°-33'-37"W., PARALLEL WITH SAID WEST SECTION LINE, 97.91 FEET; THENCE N.83°-32'-54"W., 282.21 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 15.82 ACRES OF LAND AND BEING SUBJECT TO HIGHWAY USE OF THE WESTERLY 33.00 FEET THEREOF AND ALSO BEING SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

DESCRIPTIONS PREPARED:

PARCEL 1: (TO BE ZONED R-1)

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, T.14 N.-R4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE N.00°-33'-37"W., ON AND ALONG THE WEST LINE OF SAID SECTION, 1456.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N.00°-33'-37"W., ON AND ALONG SAID WEST SECTION LINE, 529.39 FEET; THENCE N.89°-18'-54"E., ON AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 488.96 FEET; THENCE S.00°-33'-37"E., PARALLEL WITH SAID WEST SECTION LINE, 529.39 FEET; THENCE S.89°-24'-55"W., ON AND ALONG THE SOUTH 1/8 LINE OF SAID SECTION, 168.86 FEET; THENCE N.00°-33'-37"W., PARALLEL WITH SAID WEST SECTION LINE, 97.91 FEET; THENCE N.83°-32'-54"W., 282.21 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 6.08 ACRES OF LAND AND BEING SUBJECT TO HIGHWAY USE OF THE WESTERLY 33.00 FEET THEREOF AND ALSO BEING SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

PARCEL 2: (TO BE ZONED I-2)

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, T.14 N.-R4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE N.00°-33'-37"W., ON AND ALONG THE WEST LINE OF SAID SECTION, 1323.74 FEET; THENCE N.89°-24'-55"E., ON AND ALONG THE SOUTH 1/8 LINE OF SAID SECTION, 448.96 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N.00°-33'-37"W., PARALLEL WITH SAID WEST SECTION LINE, 529.39 FEET; THENCE N.89°-18'-54"E., ON AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 791.23 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE ANN ARBOR RAILROAD AND A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 2013.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 716.11 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING S.20°-38'-08"W., 712.34 FEET TO SAID POINT; THENCE S.89°-24'-55"W., ON AND ALONG THE SOUTH 1/8 LINE OF SAID SECTION, 533.67 FEET; BACK TO THE POINT OF BEGINNING, CONTAINING 9.74 ACRES OF LAND AND BEING SUBJECT TO AND TOGETHER WITH ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

R - RECORDED
M - MEASURED
□ - SET WOOD STAKE

○ - FOUND IRON
● - SET IRON
◎ - CONCRETE MONUMENT

⊕ - SECTION CORNER
⊙ - 1/8 CORNER



CMS & D
SURVEYING / ENGINEERING
1985 PARKLAND DRIVE, SUITE B
MT. PLEASANT, MICHIGAN 48858
PHONE: (989) 775-0756
FAX: (989) 775-5012
EMAIL: info@cms-d.com

SCALE: 1" = 200'	DRAWN BY: WRE
SURVEY DATE: N/A	CHECKED BY: TELB
DATE: 5-30-17	JOB NUMBER: 1705-075
REVISED:	SHEET NUMBER: 2 OF 2

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: McQuirk 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. 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: 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.

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 Properites 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

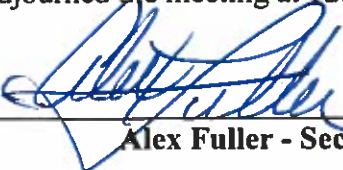
Buckley – Commented on possibly spreading out heavy Agenda's.

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)

REQUEST FOR TOWNSHIP BOARD ACTION

TO: Board of Trustees	DATE: 08/02/2017
FROM: Peter Gallinat Union Township Planner	DATE FOR BOARD CONSIDERATION: August 9, 2017
ACTION REQUESTED: Introduce Rezoning Ordinance 2017-07, conduct a first reading. Vote to publish a notice of public hearing for adoption of Rezoning Ordinance 2017-07 on 08/23/2017 as recommended by the Planning Commission. (By roll call vote)	

Current Action Emergency _____

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A _____

Finance Approval _____

BACKGROUND INFORMATION

On July 18, 2017 the Charter Township of Union Planning Commission reviewed a rezoning request from owner Bellows Messenger LLC. This request was to rezone 501' x 298.5' of property currently owned by First Baptist Church of Mt. Pleasant from R-2A (One and Two Family, Low Density Residential District) to OS (Office Service District) located at 1802 E. High St. PID 14-023-20-016-01. The section of this parcel for consideration is Southwest portion on the corner of Bellows and Isabella Rd. The intention for the rezoning of the property is for the construction of a Dermatology medical office. A public hearing was held on July 20, 2017 at a regular Planning Commission meeting. After the public hearing the Planning Commission carefully deliberated on the request. The Planning Commission determined the rezoning to be compatible with the surrounding area and the Future Land Use Map.

The rezoning request has been sent to the County Planning Commission for their review on August 10, 2017 as required by the Township Zoning Ordinance. Their comments will be available for August 23, 2017 meeting. The next step in the process is for the Board of Trustees to consider the request for adoption. Tonight's meeting serves as an introduction or first reading of the proposed Ordinance to amend the Zoning Map. If the board does so choose to adopt the amendment the motion would be to publish a notice for a public hearing on the adoption of Ordinance 2017-07 at the August 23, 2017 Board of Trustees meeting. The Township Board will not vote to adopt the amendment until August 23, 2017.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The rezoning request has been recommended for approval by the Township Planning Commission.

PROJECT IMPROVEMENTS

The following Board of Trustees goal is addressed with the request (From Policy 1.0: Global End).

1. Community well-being and common good

COSTS

N/A

PROJECT TIME TABLE

This is done in a 3 step process. The First step is to introduce the Ordinance at a board meeting to hold a 1st reading. At this first meeting the board votes to publish for a public hearing on the adoption of said Ordinance. The second step is to hold that public hearing for the adoption of the Ordinance at the next Township board meeting. At the next Township board meeting the board votes to adopt the Ordinance and publish a notice of the adoption. The publishing of a notice of adoption is the third and final step of the Ordinance process for the Township Board.

RESOLUTION

Authorization is hereby given to...

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:

NOTICE: Charter Township of Union, Isabella County, Michigan
ORDINANCE # 2017-07
Rezoning

SUMMARY: An Ordinance to amend the Zoning Map of the Charter Township of Union Zoning Ordinance, being Ordinance 1991-5, as amended, so as to rezone a portion of property located at 1802 E. High St. 14-023-20-016-01 in Section 23, T14N-R4W, Union Township, Isabella County, State of Michigan from R-2A(One and Two Family, Low Density Residential District) to OS (Office Service District)

The Charter Township of Union, Isabella County, Michigan, hereby ordains:

SECTION 1 – Amendment. The Zoning Map of the Charter Township of Union, the map being incorporated by reference in the Zoning Ordinance for the Charter Township of Union pursuant to Section 2.2, shall be amended so that 502’ x 298.5’ of the property located at 1802 E. High St. 14-023-20-016-01, in Section 23, T14N-R4W, Union Township, Isabella County, State of Michigan, shall be rezoned to the OS(Office Service) District.

SECTION II. – Title. This Ordinance shall be known and cited as the Charter Township of Union Ordinance Number 2017-07, amending the Zoning Map of the Charter Township of Union Zoning Ordinance, being Ordinance 1991-5, as amended.

SECTION III- Severability. The provisions, sections, sentences and phrases of this Ordinance are declared to be severable and if any such portion is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, such finding shall in no way affect or invalidate the remainder of this Ordinance.

SECTION IV – Effective Date. This Ordinance will take effect seven (7) days after publication.

This proposed Ordinance for the Charter Township of Union will be presented for public hearing and adoption by the Union Township Board of Trustees, at a regular meeting on August 23, 2017 at 7:00 p.m. at the Union Township Hall, 2010 S. Lincoln Rd., Mount Pleasant, Michigan. Comments concerning this Ordinance may be made in writing or in person to the Township Board at this address. A true copy of this Ordinance may be obtained or inspected on the township’s website,

<http://www.uniontownshipmi.com/BoardsandCommissions/PublicNotices.aspx>

Lisa Cody, Township Clerk

Ben Gunning, Supervisor

***Morning Sun:** Please publish in a display ad in 8 pt. type, on Saturday 08/12/2017
Please send one affidavit of publication.*



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
FROM: Township Planner

New Business

SUBJECT: A A) 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

Address 1515 Lake Lansing Road, Lansing, MI 48912

Phone 517-487-0128

hereby file an application with the Township Clerk's office to:

1. Add to or change the text of the Zoning Ordinance.
2. Change the district boundaries.
3. Re-zone the property from R-2A One and Two-Family District
zoning classification to OS Office/Service
zoning classification.

B. If this application is for a text amendment please describe in detail what you would like to change. Give section numbers and proposed changes, standards, and procedures.

C. If this application is for the re-zoning of property please provide a complete legal description.

See attached sheet. The applicant proposes to purchase a portion of an existing parcel located at 1802 E. High St and rezone the portion described on the attached sheet from R2A to OS.

D. If this application is for re-zoning please provide a complete common description. (address, cross roads, etc.)

Northwest quadrant of the Bellows St. and Isabella Rd. intersection. 502' x 298.5' parcel at the south end of First Baptist Church lot (1802 E. High St)

E. Please provide reasons for requesting text amendment or zoning change and include intended use of any land, buildings, or structures.

A 15,000 square foot medical office, occupied by Messenger Dermatology, is proposed to be built on this parcel.

F. Please provide a site plan for any property to be re-zoned following the requirements outlined in Section 12 of the Union Township Zoning Ordinance 1991-5.

G. List names and addresses of property owners lying within 300 feet of the property to be re-zoned. (use separate sheet)

H. List all or any easements or right-of-ways which have been granted said properties herein described.

Ex 122' right of way to Consumers Energy dated September 27, 1949 and recorded March 17, 1950 in Liber 239, Page 430.

CERTIFICATION:

I (WE) hereby certify that the afore information is accurate and assume responsibility for any error.

SIGNED:

Wm. G. Penney, Jr.
Applicant

6/16/17
Date

Applicant

Date

Applicant

Date

**** FOR OFFICE USE ONLY ****

Date application referred to Planning Commission _____

Date public hearing notice published _____

Date public hearing notice mailed _____

Planning Commission Action. Adopted Denied Date _____

Date referred to County Planning Commission _____

Township Board Action Adopted Denied Date _____

Remarks: _____

FEE _____

RECEIPT NO. _____

Legal Description:

Part of the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ 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 $S00^{\circ} 22' 48'' E$, along the east line of said Section 23, 930.47 feet and $N89^{\circ} 49' 04'' W$, parallel with the north line of said Section 23, 33.00 feet from the northeast corner of said Section 23; thence continuing $N89^{\circ} 49' 04'' W$, 501.58 feet; thence $S00^{\circ} 22' 48'' E$, parallel with said east line, 298.50 feet to a point on the north right-of-way of Bellows Street; thence $S89^{\circ} 49' 04'' E$, along said north line, 501.58 feet to a point on said west line; thence $N00^{\circ} 22' 48'' W$, 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

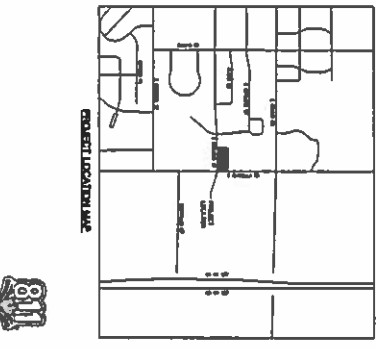
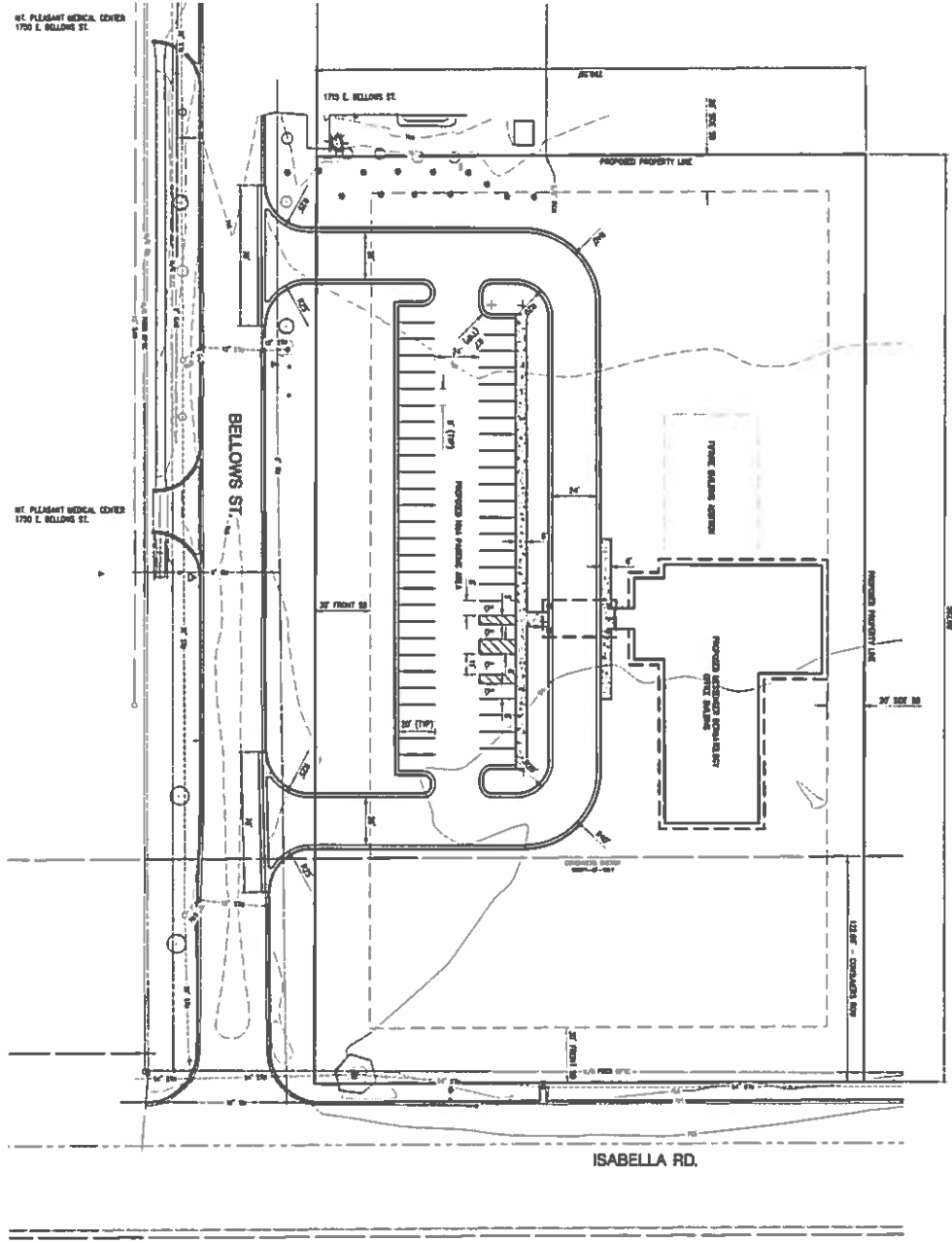
Elina Erzikova
1009 Sweeney St, Mt. Pleasant

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



CLIENT: BELLOWS MESSENGER, LLC
 1770 E. BELLONS ST.
 MT. PLEASANT, MI 48858

DESIGN: ROWE PROFESSIONAL SERVICES COMPANY
 127 S. MAIN STREET
 MT. PLEASANT, MI 48858

PROPOSED ZONING: 46 STAFF/RESIDENTIAL

APPROXIMATE SQUARE FOOTAGE (SF): 10,000 SQUARE FEET FOR OFFICE BUILDING, 5,000 SF FOR SERVICE BUILDING. TOTAL APPROXIMATE SQUARE FOOTAGE IS 15,000 SF (VARIABLE).



PLAN IDENTIFIERS AND CHANGES

NO.	DATE	DESCRIPTION

Scale: 1" = 30'

PREPARED FOR
BELLOWS MESSENGER, LLC
 MESSENGER DERMATOLOGY

ROWE PROFESSIONAL SERVICES COMPANY

127 S. Main Street
 Mt. Pleasant, MI 48858

O: (989) 772-2134
 F: (989) 773-7757
 www.roweps.com

PLAN DATE:	JUNE 2017
PROJECT MGR:	TRG
REVIEWER:	MPF
SCALE:	1" = 30'

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.

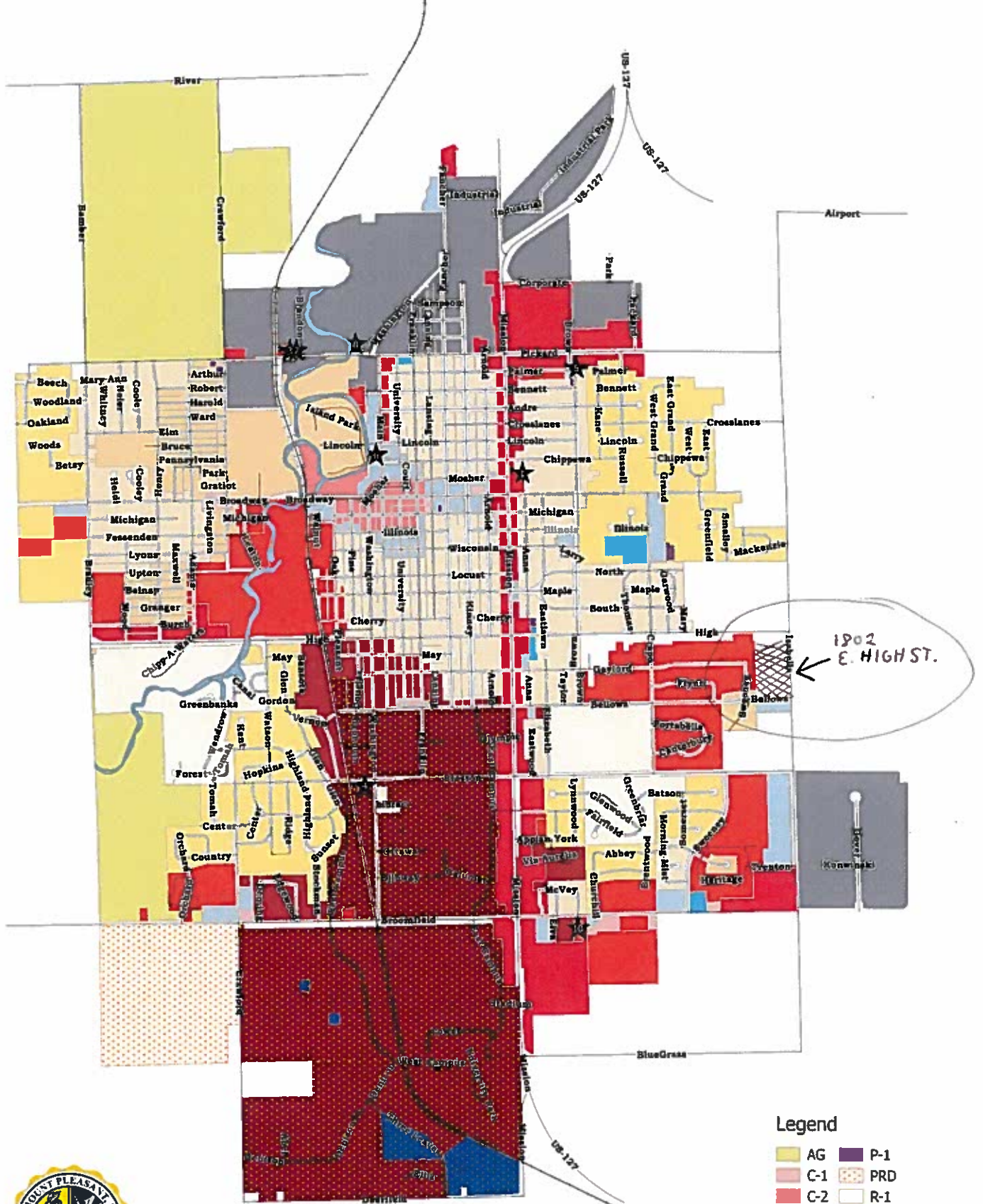
Peter Gallinat,
Township Planner



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

with Modified "U" Zone



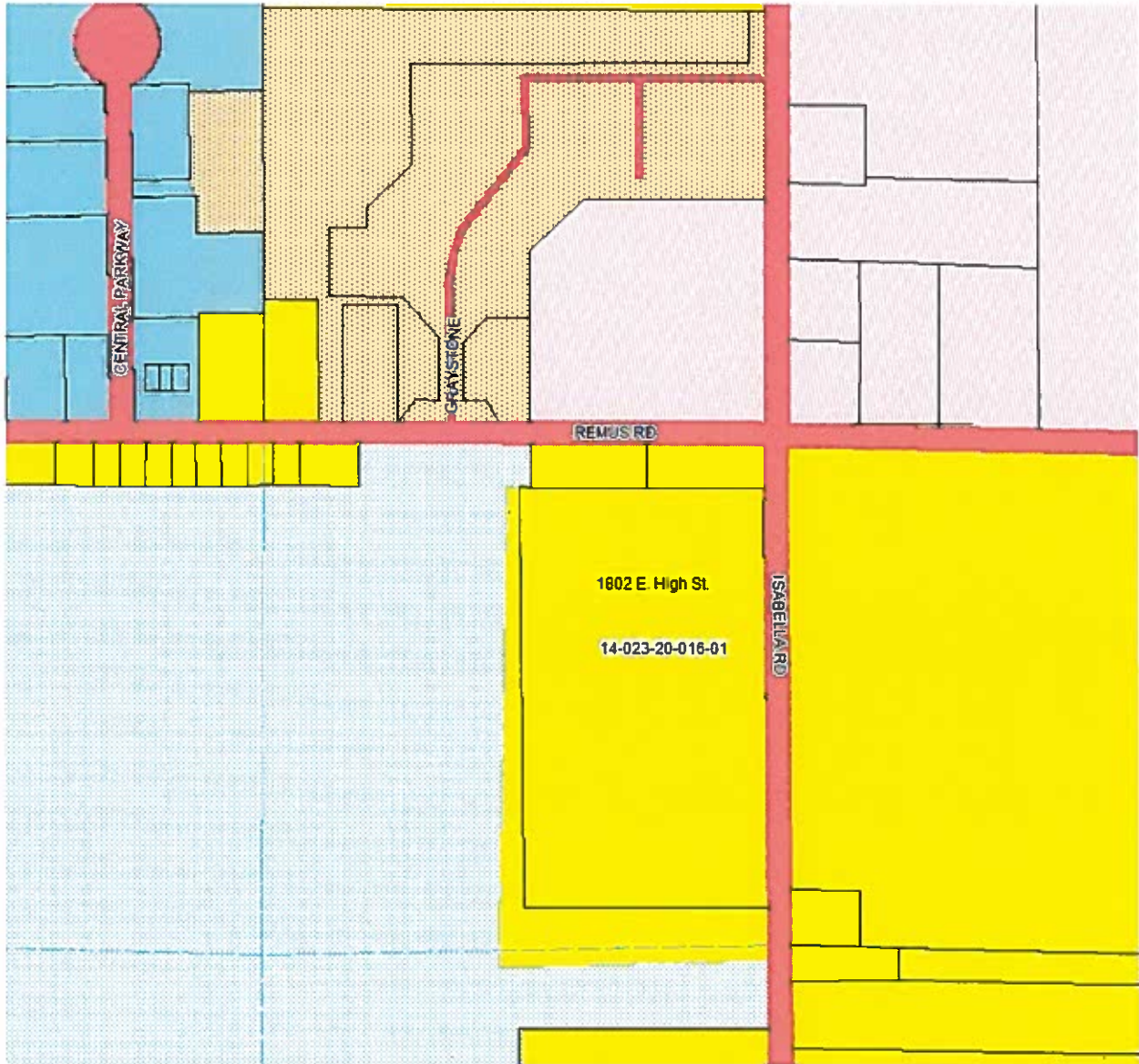
Legend

- AG
- P-1
- C-1
- PRD
- C-2
- R-1
- C-3
- R-2
- I-1
- R-3
- M-1
- R-4
- M-2
- RCD
- OS-1
- U
- OS-2
- Cond

Id	Case #	Address	From	To
1	ZC-08-01	303 Mober	R-3	C-3
2	ZC-09-02	216 W. Pickard	I-1	C-3
4	ZC-10-02	1312 S. Washington	R-1	M-2
5	ZC-10-03	302 N. Brown	R-3	C-3
6	ZC-10-05	309 N. Main	OS-1	C-3
7	ZC-11-01	116 W. Pickard	I-1	C-3
8	ZC-11-02	210 W. Pickard	I-1	C-3
11	ZC-14-01	1040 E. Broomfield	C-3	M-2



Prepared by the City of Mt. Pleasant Engineering Department using available records. Current as of 9/8/2016



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 **PINK** 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. See reverse side for City of Mt. Pleasant Zoning Map.

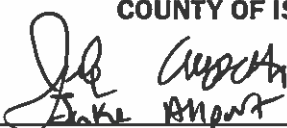
AFFIDAVIT OF PUBLICATION

48 West Huron Street • Pontiac, MI 48342

CHARTER TOWNSHIP OF UNION
2010 S Lincoln

Mount Pleasant, MI 48858
Attention: Peter Gallinat

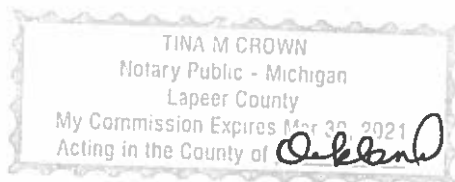
STATE OF MICHIGAN,
COUNTY OF ISABELLA

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:

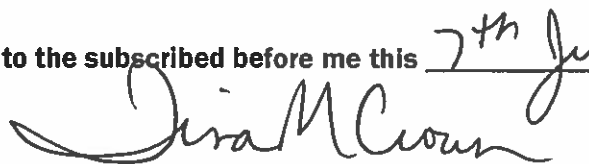
CHARTER TOWNSHIP OF UNION

Published in the following edition(s):

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



Sworn to the subscribed before me this 7th July 2017



Notary Public, State of Michigan
Acting in Oakland County

UNION TOWNSHIP PUBLIC HEARING NOTICE -REZONING

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Peter Gallinat,
Township Planner
Published July 2, 2017

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 N MAIN ST~~ 320 W Broadway
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

COURLANDER ERIKA TRUST
1661 E GAYLORD, CONDO C
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

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

~~RESIDENTIAL & COMMERCIAL CONTR
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MT PLEASANT, MI 48804-0982~~

~~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 ADVERTISING~~
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
~~MOUNT, NY 10952~~
MOUSEY

PARAS GROUP LLC *Dr. Vahishta*
~~1642 SOMERSET DR~~ *1420 Betsou PL*
MOUNT PLEASANT, MI 48858

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

~~ISABELLA LAND LLC
1515 LAKE LANSING RD *STE 100*
LANSING, 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 E HIGH ST
MT PLEASANT, MI 48858~~

~~IRWIN GLEN & NANCY
1715 E HIGH ST
MT PLEASANT, MI 48858~~

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 ST
MT PLEASANT, MI 48858~~

~~FIRST BAPTIST CHURCH OF MT PL
1802 E HIGH 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 Definitions. 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 Agreement of Purchase and Sale. 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 Earnest Money. Within five business days after execution of this Agreement by Seller and Purchaser, Purchaser shall deposit with Title Company the Earnest Money.

2.3 Payment of Purchase Price. 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 Commitment for Title Insurance. 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

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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 previously 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 Time and Place. 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 Purchaser's Obligations at Closing. At Closing, Purchaser, and such other persons and entities as may be designated by Purchaser in accordance with Section 11.3, shall:

- a. 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) **Special Assessments.** 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 Conditions to Closing. 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:
 - (i) 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;
- d. 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;
- l. 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 Definition of "Knowledge" of Seller. 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;
- d. 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 Default by Purchaser. 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 Default by Seller. 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**

Commissions. 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 Public Disclosure. 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 Assignment. 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

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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 Modifications. 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 Calculation of Time Periods. 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 Time of Essence. Seller and Purchaser agree that time is of the essence of this Agreement.

11.8 Successors and Assigns. 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 Further Assurances. 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 Attorney Fees. 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 Counterparts. 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 Partial Invalidity. 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 Applicable Law. 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 Resolution of Disputes. 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.

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11.16 No Third Party Beneficiary. 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 Captions. 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 Construction. 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 Termination of Agreement. 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: 4/21/17

By: Thomas R. Wood
FIRST BAPTIST CHURCH

By: Clark Clark

Purchase Agreement
First Baptist Church
Messenger

PURCHASER
An Entity to be formed

Dated: 4/20/17

By: 
Gregory Messenger, MD

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

Purchase Agreement
First Baptist Church
Messenger

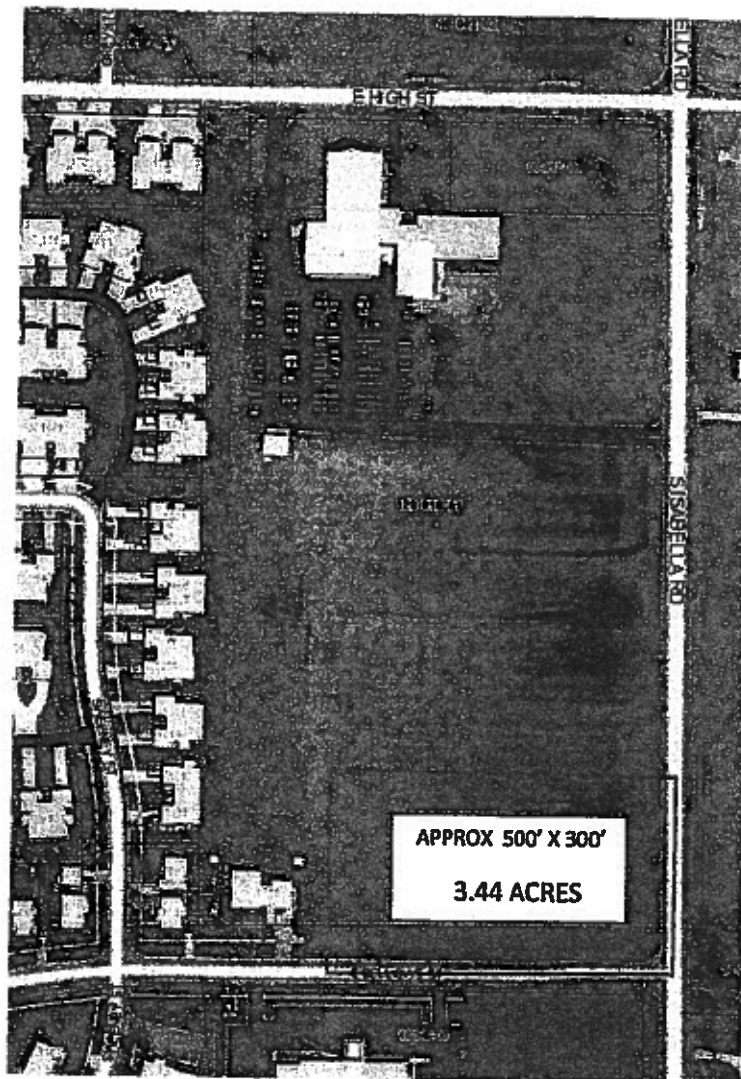
**EXHIBIT 1
The Survey**

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 AGREEMENT

Gregory Messenger, MD, on behalf of an entity to be formed (Herein Depositor)
of 1515 Lake Lansing Rd., Lansing, MI 48912 (Property Address),
hereby deposits with Mt. Pleasant Abstract & Title of 116 Court Street, Mt. Pleasant, MI
48858, (Herein, Escrow Agent), the sum of \$ 25,000.00 (Herein "Escrow Amount"). This
Escrow Agreement will not be effective until the Escrow Agent's Bank has collected the Escrow
Amount and funds have cleared the Bank (Herein "Good Funds").

The Escrow Agent hereby agrees to hold the escrow amount for the benefit of the
Depositor. The Escrow Agent is directed to deliver the Escrow Amount to the Depositor upon
written direction of depositor and seller.

The Escrow Amount is being held pursuant to an Agreement or Purchase Agreement
between the Depositor(s), said Escrow Amount shall be disbursed in accordance with that
Agreement. The property is described as vacant property of approximately 3.44 acres on the

north west corner of S. Isabella Rd., and E. Bellows St., Mt. Pleasant.

The Depositor acknowledges that the Escrow Amount shall earn no interest on the
Escrow Amount.

The Escrow Agent is authorized, at any time and in its sole descretion to deposit the
Escrow Amount with the Isabella County Circuit Court pursuant to the applicable law and the
applicable Michigan Court Rules. Upon the deposit of the escrow Amount with the Isabella
County Circuit Court, the Escrow Agent will be released from all liability by the Depositors with
respect to the Escrow Amount. The Depositors, individually and collectively, hereby agree to be
responsible for and save the Escrow Agent harmless from any expenses incurred by the escrow
Agent in defending against competing claims for the Escrow Amount or expenses incurred by the
Escrow Agent in depositing the escrow Amount with the Isabella County Circuit Court.

This Escrow Agreement shall be binding upon heirs, successors and assigns to the parties
hereto and inure to the benefit of the heirs, successors and assigns of the parties hereto.

DEPOSITOR

MT. PLEASANT ABSTRACT & TITLE

By: [Handwritten Signature]

By: _____

Gregory Messenger, MD

Date: April 2017

Date: _____

Exhibit 3

CHARTER TOWNSHIP OF UNION
Planning Commission
Regular Meeting

A regular meeting of the Charter Township of Union Planning Commission was held on July 18 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

Mielke moved Woerle supported the approval of the June 20, 2017 regular meeting minutes with correction. **Vote: Ayes: 9 Nays: 0. Motion carried.**

Fuller moved Woerle supported the approval of the June 29, 2017 special meeting minutes as presented. **Vote: Ayes: 9 Nays: 0. Motion carried.**

Correspondence / Reports

Woerle updates from the Board of Trustees

Approval of Agenda

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

Public Comment – Open 7:13 p.m.

Melissa Schafer, 430 E. Pickard – concerned with blight issue next to her property.

Public Hearing

- **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**

Public Hearing open 7:18 p.m.

Brief description for the rezone request was given by Township Planner.

Susan Gardner, 205 Madison, Brighton, MI – owns property at 1677 Gaylord, in favor of project, concerned with trespassing through property.

John Denheeten, 1654 E. High St. – property owner concerned with lot description showing on his property frontage.

Nick Gadbury, 3295 S. Isabella Rd. – supports rezone, concerned with drainage.

Jim Gardner, 205 Madison, Brighton, MI – owns property at 1677 Gaylord, questions about rezone, concerned with trespassing through property.

Public Hearing closed 7:34 p.m.

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.

The applicant is proposing to rezone 502' x 298.5 of PID 14-023-20-016-01.

Michael Faeth, Rowe Professional Services Company, represented the applicant.

Township Planner gave a brief history of the property.

Discussion was held by the Planning Commissioners.

Mielke moved **Webster** supported to recommend approval of 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 to the Charter Township Board of Trustees. **Vote: Ayes: 9 Nays 0. Motion carried.**

B. SPR 2017-05 CMHCM Clubhouse 20121 E. Remus Rd. Owner Community Mental Health for Central Michigan

Township Planner, Gallinat gave a brief history of the property, stating that the applicant is proposing to pave property for parking. **Woerle** moved **Strachan** supported to approve SPR 2017-05 CMHCM Clubhouse 20121 E. Remus Rd. Owner Community Mental Health for Central Michigan with the condition that sidewalks are installed as well as all outside agencies: Mt. Pleasant Fire Department, Isabella County Road Commission, MDOT, Isabella County Transportation Commission, Isabella County Drain Office for storm water management, and Township Utilities be adhered to. **Vote: Ayes: 7 Nays 2. Motion carried.**

C. Discussion of designation of Sidewalks and Pathways Prioritization Committee

Township Planner, Gallinat gave a brief history of the Sidewalk and Pathway Ordinance- *Ordinance No. 2009-03 Adopted: December 30, 2009.* Section 129.005 states the duties and explains the composition of the committee. **Mielke** moved **Buckley** supported to recommend designating a Sidewalks and Pathways Prioritization Committee. **Vote: Ayes: 9 Nays 0. Motion carried.** **Mielke** moved **Webster** supported that the Board of Trustees nominate a representative from the Board to the Sidewalks and Pathways Prioritization Committee, as well as advertise for two (2) Township residents, and one (1) member at large. **Vote: Ayes: 9 Nays 0. Motion carried.**

D. First Master Plan Draft Action: Recommendation to Board of Trustees for 42 day distribution

Discussion was held by the Commissioners. **Buckley** moved **Zerbe** supported to recommend to the Board of Trustees distributing the first draft of the Charter Township of Union Master Plan for 42 days. **Vote: Ayes: 5 Nays 3. Motion carried.**

Other Business

Buckley moved **Mielke** supported to recommend to the Board of Trustees to consider installation of sidewalks at 2100 E. Remus Rd. (ICCU) as The Township deems it necessary due to sidewalk being installed at the property to the East. **Ayes: 8 Nays 1. Motion carried.**

Extended Public Comment –open 9:59 p.m.

No Comments.

Final Board Comment

Mielke – Commented on the need to update zoning ordinance after the Master Plan is completed and implementing policies to prevent long Planning Commission meetings.

Robinette – Commented on Planning Commission’s integrity while deliberating on Agenda items.

Buckley – Commented on enforcement of Robert’s Rules while deliberating Planning Commission items.

Fuller - Commented on responsibilities of Planning Commission while deliberating Agenda items.

Woerle – Commented on procedures of the Planning Commission when deliberating on items.

Squattrito –Defended process the Planning Commissioners use while deliberating on Agenda items.

Adjournment – Chairman Squattrito adjourned the meeting at 10:25 p.m.

APPROVED BY:

Alex Fuller - Secretary

(Recorded by Jennifer Loveberry)