

Charter Township Of Union

**Planning Commission
Regular Meeting
December 18, 2018
7:00p.m.**

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES

-November 20, 2018 Regular Meeting

5. CORRESPONDENCE / BOARD REPORTS

6. APPROVAL OF AGENDA

7. PUBLIC COMMENT: Restricted to (3) minutes regarding items not on this agenda

9. NEW BUSINESS

A. SUP 2018-06 Public or Institutional Use for Government Facility, Isabella County Road Commission. Located at S. Lincoln Rd. PID 14-016-10-001-06 Owner: Ervin, William. *(Hold Public Hearing. Make recommendation within reasonable time following public hearing)*

B. Approve 2019 Regular Meeting Calendar

10. OTHER BUSINESS

11. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue

12. FINAL BOARD COMMENT

13. ADJOURNMENT



Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Lisa	Cody	11/20/2020
2-Chair	Phil	Squatrito	2/15/2020
3- Vice Chair	Bryan	Mielke	2/15/2021
4-Secretary	Alex	Fuller	2/15/2020
5 - Vice Secretary	Mike	Darin	2/15/2019
6	Stan	Shingles	2/15/2021
7	Ryan	Buckley	2/15/2019
8	Denise	Webster	2/15/2020
9	Doug	LaBelle II	2/15/2019
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	2/18/2021
3-Secretary	Jake	Hunter	12/31/2019
4	Andy	Theisen	12/31/2019
5 - Vice Secretary	Paul	Gross	12/31/2018
Alt. #1	John	Zerbe	12/31/2019
Alt. #2	Taylor	Sheahan-Stahl	2/15/2021
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	Bryan	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	12/31/2019
2	Richard	Jakubiec	12/31/2019
3	Andy	Theisen	12/31/2019
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2018
2	John	Dinse	12/31/2019
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2019
2	Lynn	Laskowsky	12/31/2021



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	6/22/2022
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2019
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	David	Coyne	3/26/2022
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2020
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
Sidewalks and Pathways Prioritization Committee (2 year term)			
#	F Name	L Name	Expiration Date
1 BOT Representative	Phil	Mikus	7/26/2019
2 PC Representative	Denise	Webster	8/15/2020
3 Township Resident	Sherrie	Teall	8/15/2019
4 Township Resident	Jeremy	MacDonald	10/17/2020
5 Member at large	Connie	Bills	8/15/2019

CHARTER TOWNSHIP OF UNION
Planning Commission
Regular Meeting

A regular meeting of the Charter Township of Union Planning Commission was held on November 20, 2018 at the Township Hall.

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

Roll Call

Present: Buckley, Darin, Fuller, LaBelle II, Mielke, Shingles (7:03pm), Squattrito, & Webster

Excused: Clerk Cody and Webster

Others Present

Township Planner, Peter Gallinat and Secretary, Jennifer Loveberry

Approval of Minutes

LaBelle moved **Mielke** supported the approval of the October 16, 2018 regular meeting minutes as presented. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Correspondence / Reports

- Chair Squattrito mentioned the Board Expirations – Reviewed upcoming expirations and suggested filling out an application if any Commissioner would like to be reconsidered

*Shingles arrived 7:03 p.m.

- Township Planner Gallinat mentioned that he emailed the group regarding selecting a date for a special meeting to review the Diagnostic Report of our current Zoning Ordinance from our consultants

Approval of Agenda

Shingles moved **Darin** supported approval of the agenda as amended, removing Items A and B. **Vote: Ayes: 7 Nays 0. Motion carried.**

Public Comment – 7:06 p.m.

Terri Sommerville, representing Arboretum Apartments, 1810 Liberty Drive, mentioned billboard & dirt pile on site located on M20 enquired who enforces ordinances.

Closed 7:08 p.m.

New Business

A. Annual PC Report to the Board of Trustees

Buckley moved **Fuller** supported forward the 2018 Annual Planning Commission Report to the Board of Trustees as prepared. **Vote: Ayes: 7 Nays: 0. Motion carried.**

Other Business

Extended Public Comment

Open 7:13 p.m.

No comments were offered.

Final Board Comment

Shingles –Asked for clarification on what can be advertised on the signage on M20

Darin –number of vehicles that can be setting on M20 property; he will not be at the December 18 Planning Commission meeting

LaBelle – Will not be at the December 18 Planning Commission meeting

Mielke – Commented on complaints from residents on brightness from M20 billboard and pile of dirt on same property.

Adjournment – Chairman Squattrito adjourned the meeting at 7:19 p.m.

APPROVED BY:

Alex Fuller - Secretary

Mike Darin – Vice Secretary

(Recorded by Jennifer Loveberry)

Jennifer Loveberry

From: Peter Gallinat
Sent: Monday, December 17, 2018 3:35 PM
To: Jennifer Loveberry
Subject: FW: RE-Zoning Concerns

Please update the online packet.

Thank you,

Peter Gallinat
Township Planner
Charter Twp of Union
2010 S. Lincoln Rd.
Mt Pleasant, MI 48858
989-772-4600 x 241
pgallinat@uniontownshipmi.com

From: Frank DiMaggio <fldimaggio@gmail.com>
Sent: Monday, December 17, 2018 3:02 PM
To: Peter Gallinat <pgallinat@uniontownshipmi.com>
Subject: RE-Zoning Concerns

Dear Peter,

It is with great concern that I'm writing you in the matter of re-zoning the land north of West Union Condos. Being a homeowner in the area I'm aghast at the rumor that the ultimate goal is to build a jail on the site. I understand that re-zoning is a part of the planning process, but to deceive county residents on the ultimate goal is un-American.

I hope I'm wrong about the master plan for the township, but just the fact that rumors are being circulated is distressing to not just me but other members of the community that live and work in the area.

Union Township is in a unique position being next to Mount Pleasant and CMU, you need to take advantage of this and enhance the viability and growth potential you have. The erection of a jail in this location does not lend itself to either of the stated goals above.

This is why I'm against any re-zoning efforts that will allow a jail to be built on this parcel of land in the future. It is just too close to residences and businesses to be a place where families and business feel safe.

Regards,

Frank DiMaggio

2800 Weatherwood St.



Charter Township of Union
2010 S. Lincoln Rd.
Mt. Pleasant, MI 48858

RE: Special Use Permit request submitted by William Ervin Property – S. Lincoln PID#14-016-10-001-06

To Union Township Leadership,

We have recently learned about a recent request submitted to the Charter Township of Union regarding William Ervin and that he wants to sell R2A zoned property to the Isabella County Road Commission for use as “Public and Institutional” and that the Isabella County Road Commission is seeking this special use permit.

We are extremely concerned about this request. Our daughter, her husband, and our two young grandchildren live in The Cornerstone neighborhood. We are very concerned that this special use permit would cause additional noise and lack of safety that would accompany a business like this so close in proximity to their home.

We are also very concerned about what the potential rezoning would do to their property values with a strong belief that they would drop significantly. A loud and obnoxious facility operating at any and sometimes all hours of the day and night is not something people tend to gravitate towards when it comes time to purchase a home. We also understand that as a government organization, the Isabella County Road Commission would be exempt from property taxes, whereas developing the land as it is currently zoned as R2A, there would be great potential for tax base growth.

We also saw that the request includes “Public and Institutional Use” language. We have been in touch with property developers and understand that the “Institutional” portion of this permit would make this land eligible for the future home of the Isabella County Jail. We are aware that the jail has been looking to expand/rebuild for some time now and are **vehemently opposed** to even the possibility of this happening so close to our daughter’s family home. At this time, we understand that the permit has been filed only for the Isabella County Road Commission, so the remainder of our letter to you will address that issue specifically; however, we wanted to make sure to share with you the potential future implications this decision could have and that we are well aware of them.

Aside from our personal concerns, we would like to note that the request **does not** meet the General Requirements for Special use as established by Union Township.

- The proposed use is not in a manner harmonious with the character of any adjacent property or surrounding area, R2A and R3A.
- The proposed use will change the essential character of the surrounding area.
- Residential dwellings will be impacted by traffic, noise, glare, and unsightly storage of materials.
- The proposed use will interfere with the general enjoyment of the adjacent property. Residents will lose the protections residential zoning guarantees. Residential zones protect open space and natural features. Privacy, safety to walk, bike, and play will be negatively impacted. Increase of traffic, noise, glare, unsightly surroundings will be impacted beyond the adjacent zoned character.



- The proposed use will be hazardous to adjacent property and involve uses, activities, materials, and equipment that will be detrimental to the health, safety, welfare of persons or property through the excessive production of traffic, noise, glare, and material storage.

The proposed Special Use permit **does not** align with the Land Use Planning Principles and Use Category objectives stated in the Union Township Master Plan.

The *Union Charter Township Master Plan Future Land Use Planning Principles* include:

- Continue to sustain the overall residential and rural character of the township.
- **Promote compatibility** between existing and future uses.
- Foster the revitalization and redevelopment of existing uses or areas which have deteriorated or have become obsolete.

The *Union Charter Township Future Land Use Category Objectives* include:

- *Rural Preservation:* Rural Preservation Areas outside of the growth boundary should be maintained at a low intensity rural character of development that will not adversely impact natural features and agricultural uses. Agricultural should be promoted and future rezoning requests for residential should be prohibited to prevent leapfrog development.
- *Residential:* After agriculture, this category is the township's predominant land use and is meant to promote single family homes on a variety of lot sizes. With new development, subdivision design should protect open space and natural features.
- *Residential:* This land use category covers a variety of attached dwelling units and includes areas planned for both medium and high-density residential development including duplexes, attached condominiums, townhomes, and flats.

The State of Michigan Department of Environmental Quality (DEQ) encourages the redevelopment/reuse of Brownfields (contaminated property) over Greenfields (uncontaminated property). The subject land is a Greenfield and uncontaminated. In fact, the DEQ may have grants available to assist in redeveloping Brownfield property here in Union Township. We are aware of communications with a former DEQ official who stated that the DEQ is willing to assist in any way possible to help promote the redevelopment/reuse of Brownfields and are willing to discuss this with any entity interested in utilizing Brownfield within the county. Has the Isabella County Road Commission vetted these identified under-utilized properties for potential relocation? Has the Road Commission contacted the DEQ to inquire about the availability of state funding for redevelopment of Brownfields within Isabella County?

The proposed use **will not** provide an asset to Union Township. As a governmental organization, the county road commission **will NOT pay any property or use taxes to the township**. The potential tax base of a R2A development, as zoned, is significant. In contrast, the proposed development would result in a large loss of tax base to the township.

The Planning Commission needs to be aware that Isabella County has spent \$60,000 of taxpayers' money on the R3A property directly abutting the east side of Eland Court dwellings with the intent of applying zoning changes and constructing a connecting road going north of Transportation Drive to the proposed new facility. This property use would be within 200 feet of many existing residential dwellings.

Our daughter and her family purchased their home in 2014 with the knowledge that it is R3A surrounded by R2A. A change the Public and Institutional use of the adjacent property will isolate a R3A zone. This will greatly reduce the value of homeowners' general enjoyment under a R3A zone, and also greatly reduce the dollar value of each home. It will not meet any of the Union Township future land use objectives, protection of Greenfields, or general requirements for a Special Use permit.

THIS REQUEST SHOULD BE DENIED!

Respectfully,



Kurt and Julie Feight
3213 Brittany Drive
Mount Pleasant, MI 48858
989-560-7157
989-560-1120

UNION TOWNSHIP
2010 s, LINCOLN
MT, PLEASANT MI

DECEMBER 17, 2018



:

UNION TOWNSHIP PLANNING COMMISSION

PLEASE VOTE NO ON THE REQUEST FROM ICRC TO BUILD A NEW ROAD COMMISSION
FACILITY AND JAIL

WHY WOULD YOU NOT LOOK AT PROPERTY ALREADY OWNED?

YOU HAVE ACRES AND ACRES AT THE FORMER STATE HOSPITAL. MUCH OF IT
AWAY FROM NEIGHBORHOODS.

THANK YOU FOR YOU CONSIDERATION

Frances Weaver

FRANCES WEAVER
2811 MEADOWOOD ST.
MT. PLEASANT MICHIGAN 48858

Union Township Planning Commission

My name is Janice Klosowski,
my condo is in West Union Condos,
2748 Eland Court, Mt. Pleasant, Mi

I received a letter from the
township zoning requesting a
special land use permit for the
County Road Commission to purchase
property off Seneca Rd.

It is my understanding if this
permit should pass my Condo
would greatly depreciate in value.

I am very much opposed to
this special land use permit, as
it will not enhance our property.
I hope the board of commissioners
can see this property is not
industrial property.

Thank you for your time.

Janice Klosowski



To: Peter Gallinant, Township Planner
Mark Stuhldreher, Township Manager
Ben Gunning, Supervisor
Bill Hauck, Trustee
Tim Lannen, Trustee
Phil Mikus, Trustee
Norm Woerle, Trustee
Kimberly Rice, Treasurer

RE: Re-Zoning of property legal description: T14N R4W Section 16NW ¼ of SW ¼ located at South Lincoln Road in Mount Pleasant, Michigan, 48858 PID 14-016-10-001-06.

I am writing this to you as a person that wears many hats, a resident of Union Township, resident of Oak Meadows Condominiums, Phase II, as well as president of the Oak Meadows Condominium Association, Phase II. In my role as president I have had many positive encounters with the Township Planner and the Township Manager. Our belief in maintaining the attractive and safe neighborhood we live in is known to them and they have worked with us to positively reach that goal.

The present request that you are considering to rezone the above mentioned property will destroy the positive living environment we have worked so hard to preserve. This request is one that will affect neighborhoods, families, property values as well as traffic and noise levels in that area.

Briefly stated:

- There is a subdivision that borders that property. The investment that those residents have made in their homes will be greatly affected as well as the peace and quiet that they assumed would be theirs when building there.
- There are two condominium complexes, West Union and Oak Meadows, one that will directly be affected by the noise, aesthetics as well as truck traffic directly in front of their homes on a daily basis. Both complexes will be seriously affected by the increased truck traffic on a road that is already a very high use road. It is often difficult to get out onto Lincoln Road due to the traffic volume.
- The existence of Crestwood Assisted Living, Lux Funeral Home, the Commission on Aging and the local neighborhood on Lincoln Road will all be negatively affected by the increased traffic and noise. This will make travel on this road that is used so frequently to bypass Mission street, much more difficult and dangerous.
- Victory Church and Daycare must be considered in making future plans in that area. The safety of children should be a major concern.
- The unknown possibility of a jail being built on that property in the future is absolutely frightening considering the proximity to residential areas, day care and other locations on Lincoln Road.
- So many of us have invested large amounts of money into our homes thinking that this was being developed as just that, an area that supports family living. Can you say that allowing the

re-zoning will enhance the decisions Union Township has already taken in creating areas in this area that support residential living. Will re-zoning open the door to further businesses that will turn this into an industrial area instead of the residential area we now enjoy?

I beg you to think carefully of all of the ramifications of this decision to re-zone. I am disheartened when I discuss this with people and they say it is a "done deal". I pray that is not the direction the Planning Commission takes. I know you all work hard at your job and it is not easy but I implore you to not make this the "done deal" that others say it is. PLEASE for the sake of so many of the residents in Union Township, please think very carefully about the lives you are affecting. Please don't make this a "done deal".

Can't the Road Commission find a better location where their presence would be more adaptable to the surrounding area? Why must so many residents pay for what would be a convenience for them?

Thank you for considering my concerns.

Sincerely, Dave and Rita Mogg
Weatherwood St., Mt. Pleasant, MI 48858

From: Kelly <kelly@mtpleasantagency.com>

Sent: Friday, December 14, 2018 9:54 AM

To: Peter Gallinat <pgallinat@uniontownshipmi.com>; bhauck@uniontownshipmi.com; Ben Gunning <bgunning@uniontownshipmi.com>; Kimberly Rice <krice@uniontownshipmi.com>; tlannen@uniontownshipmi.com; Phil Mikus <pmikus@uniontownshipmi.com>; Norm Woerle <nwoerle@uniontownshipmi.com>; jhorton@isabellacounty.org; twarner@isabellacounty.org; Doug LaBelle II <doug@labellerealty.net>; shing1sl@cmich.edu

Subject: Union Township Special Use Permit Request

Charter Township of Union
2010 S. Lincoln Rd.
Mt. Pleasant, MI 48858

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We are extremely concerned about this request. We are homeowners in the Cornerstone Estates neighborhood just north of the land proposed for this development. We are parents of young children as are many of our neighbors and are worried about the additional noise and lack of safety that would accompany a business like this so close in proximity to our home.

We are also very concerned about what the potential rezoning would do to our property values with a strong belief that they would drop significantly. A loud and obnoxious facility operating at any and sometimes all hours of the day and night is not something people tend to gravitate towards when it comes time to purchase a home. We also understand that as a government organization, the Isabella County Road Commission would be exempt from property taxes, whereas developing the land as it is currently zoned as R2A, there would be great potential for tax base growth.

We also saw that the request includes “Public and Institutional Use” language. We have been in touch with property developers and understand that the “Intuitional” portion of this permit would make this land eligible for the future home of the Isabella County Jail. We are aware that the jail has been looking to expand/rebuild for some time now and are **vehemently opposed** to even the possibility of this happening so close to our home. At this time, we understand that the permit has been filed only for the Isabella County Road Commission, so the remainder of our letter to you will address that issue specifically; however, we wanted to make sure to share with you the potential future implications this decision could have and that we are well aware of them.

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We purchased our property in 2014 with the knowledge that it is R3A surrounded by R2A. A change the Public and Institutional use of the adjacent property will isolate a R3A zone. This will greatly reduce the value of homeowners' general enjoyment under a R3A zone, and also greatly reduce the dollar value of each home. It **will not** meet any of the Union Township future land use objectives, protection of Greenfields, or general requirements for a Special Use permit.

This request should be denied.

Respectfully,

James & Kelly Hudson
2152 Cornerstone Dr.
Mt. Pleasant, MI 48858

December 10, 2018

TO: Union Township Planning Commission

RE: Special Use Permit request submitted by William Ervin
Property - S. Lincoln PID#14-016-10-001-06

William Ervin wants to sell R2A zoned property to the Isabella County Road Commission for use as Public and Institutional. The Isabella County Road Commission is seeking this Special Use Permit.

This property is zoned R2A and surrounded by R2A and R3A property. These residential zonings are current and on the Union Charter Township Future Land Use zoning map.

This request does not meet the General Requirements for Special Use established by Union Township:

- The proposed use is not in a manner harmonious with the character of any adjacent property or surrounding area, R2A and R3A.
- The proposed use will change the essential character of the surrounding area.
- Residential dwellings will be impacted by: traffic, noise, glare, unsightly storage of materials.
- The proposed use will interfere with the general enjoyment of the adjacent property. Residents will lose the protections residential zoning guarantees. Residential zones protect open space and natural features. Privacy, safety to walk, bike, and play will be negatively impacted. Increase of traffic, noise, glare, unsightly surroundings, will be impacted beyond the adjacent zoned character.
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The Union Charter Township Future Land Use Category Objectives include:

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- **Residential:** After agriculture, this category is the township's predominant land use, and is meant to promote single-family homes on a variety of lot sizes. With new development, subdivision design should protect open space and natural features.
- **Residential – Attached:** This land use category covers a variety of attached dwelling units and includes areas planned for both medium- and high-density residential development including, duplexes, attached condominiums, townhomes, and flats.

The State of Michigan, Department of Environmental Quality (DEQ) encourages the re-development/reuse of Brownfields (contaminated property) over Greenfields (uncontaminated property). The subject land is a Greenfield and uncontaminated. In fact, the DEQ may have grants available to assist in redeveloping Brownfield property here in Union Township. We spoke with a former DEQ official who stated that the DEQ is willing to assist in any way possible to help promote the redevelopment/reuse of Brownfields and are willing to discuss this with any entity interested in utilizing Brownfield within the County. Has the Isabella County Road Commission vetted these identified under-utilized properties for potential relocation? Has the Road Commission contacted the DEQ to inquire about the availability of State funding for redevelopment of Brownfields within Isabella County?


The proposed use will not provide an asset to the Township. As a governmental organization the County Road Commission will not pay any property or use taxes to the Township. The potential tax base of a R2A development, as zoned, is significant. In contrast, the proposed development would result in a large loss of tax base to the township.

The Planning Commission needs to be aware that the County has spent \$60,000 of taxpayers money on the R3A property directly abutting the east side of Eland Court dwellings with the intent of applying zoning change and constructing a connecting road going north from Transportation drive to the proposed new facility. This property use would be within 200 feet of many existing residential dwellings.

The residents signing this letter purchased their property with the knowledge that it is R3A surrounded by R2A. A change to Public and Institutional use of the adjacent property will isolate a R3A zone. This will greatly reduce the value of home owners general enjoyment under R3A zone, and also greatly reducing the dollar value of each home. It will not meet any of the Union Township future land use objectives, protection of greenfields, or general requirements for a Special Use permit.

This request should be denied.

Respectfully,


amended
Steven Rookard 2052 Cobblestone Ct.
Mt Pleasant MI 48857

Jennifer Loveberry

From: Peter Gallinat
Sent: Thursday, December 13, 2018 3:19 PM
To: Jennifer Loveberry
Subject: FW: Re-Zoning Concerns
Attachments: Union Township.pdf

Please include with other letter.

Thank you,

Peter Gallinat
Township Planner
Charter Twp of Union
2010 S. Lincoln Rd.
Mt Pleasant, MI 48858
989-772-4600 x 241
pgallinat@uniontownshipmi.com

From: Liz Presnell <lizhub@gmail.com>
Sent: Thursday, December 13, 2018 2:15 PM
To: Peter Gallinat <pgallinat@uniontownshipmi.com>; Ben Gunning <bgunning@uniontownshipmi.com>; Kimberly Rice <krice@uniontownshipmi.com>; bhauck@uniontownshipmi.com; tlannen@uniontownshipmi.com; Phil Mikus <pmikus@uniontownshipmi.com>; Norm Woerle <nwoerle@uniontownshipmi.com>
Subject: Re-Zoning Concerns

I will be unable to attend the meeting where the re-zoning of the farm land on Lincoln will be discussed (12/18) however I wanted to ensure my voice as a Union Township home owner is heard. I've attached a letter to express my feelings on the matter. Please feel free to contact me directly if helpful.

All the Best, Liz Presnell
2430 Sandstone Drive, Mt. Pleasant, MI 48858
310-291-5520

TO: Peter Gallinant, Township Planner
Mark Stuhldreher, Township Manager
Ben Gunning, Supervisor
Bill Hauck, Trustee
Tim Lannen, Trustee
Phil Mikus, Trustee
Norm Woerle, Trustee
Kimberly Rice, Treasurer

RE: Re-Zoning of property legal description: T14N R4W SECTION 16 NW ¼ OF SW ¼ located at S. Lincoln Road in Mount Pleasant, MI 48858 PID 14-016-10-001-06.

As a resident of Union Township for several years and one who just built a home caddy corner to this proposed re-zoning, I'm not in favor of it and am very concerned about the potential implications. We chose Union Township because of its small town feel and safe neighborhoods. This re-zoning would directly impact both of those things.

Opening this up to Isabella County to do what they want with the land is an insult to those of us that choose to make our homes in the Township with the expectation that the it will remain a quaint, family-friendly place outside of 'town' to raise a family.

My greatest concerns are:

- Property values in my neighborhood as well as all surrounding residential areas. My home is adjacent to this proposed re-zoning such that any proposed business there is in my back yard. I never expected that the space would remain vacant however, the potential for a jail being there certainly never crossed my mind and would net a huge loss on a home we love as well as compromise the safety of my family.
- The proximity to the Victory church and childcare center / preschool - this concern should speak for itself.
- The traffic on Lincoln. Lincoln has already become a pathway for trucks and traffic – this seems like it will increase both and negatively impact the road itself and the local traffic on it.
- The unknown – as I understand it – re-zoning this land makes it all open to development as the owner decides once it's approved. I urge you to think of this community and the best interest of those of us that invest in it and call it home. The potential for this land to be utilized for something like a jail should be enough to not allow this re-zoning to happen.
- Long term detriment to the future of the Township.

Though I can't be there in person for this discussion, I do hope that you take into consideration these concerns. We hope to remain in the township for many years however, if this land is re-zoned we will likely be moving much sooner.

Sincerely, Ben & Liz Presnell
2430 Sandstone Drive. Mount Pleasant, MI 48858

December 10, 2018



TO: Union Township Planning Commission

RE: Special Use Permit request submitted by William Ervin
Property - S. Lincoln PID#14-016-10-001-06

William Ervin wants to sell R2A zoned property to the Isabella County Road Commission for use as Public and Institutional. The Isabella County Road Commission is seeking this Special Use Permit.

This property is zoned R2A and surrounded by R2A and R3A property. These residential zonings are current and on the Union Charter Township Future Land Use zoning map.

This request does not meet the General Requirements for Special Use established by Union Township:

- The proposed use is not in a manner harmonious with the character of any adjacent property or surrounding area, R2A and R3A.
- The proposed use will change the essential character of the surrounding area.
- Residential dwellings will be impacted by: traffic, noise, glare, unsightly storage of materials.
- The proposed use will interfere with the general enjoyment of the adjacent property. Residents will lose the protections residential zoning guarantees. Residential zones protect open space and natural features. Privacy, safety to walk, bike, and play will be negatively impacted. Increase of traffic, noise, glare, unsightly surroundings, will be impacted beyond the adjacent zoned character.
- The proposed use will be hazardous to adjacent property; and involve uses, activities, materials and equipment that will be detrimental to the health, safety, welfare of persons or property through the excessive production of traffic, noise, glare, and material storage.

The proposed Special Use permit does not align with the Land Use Planning Principles and Use Category objectives stated in the Union Township Master Plan.

The Union Charter Township Master Plan *Future Land Use Planning Principles* include:

- Continue to sustain the overall residential and rural character of the township.
- Promote compatibility between existing and future uses.
- Foster the revitalization and redevelopment of existing uses or areas which have deteriorated or have become obsolete.

The Union Charter Township *Future Land Use Category Objectives* include:

- ***Rural Preservation:*** Rural Preservation Areas outside of the growth boundary should be maintained at a low intensity rural character of development that will not adversely impact natural features and agricultural uses. Agriculture should be promoted and future rezoning requests for residential should be prohibited to prevent leapfrog development.
- ***Residential:*** After agriculture, this category is the township's predominant land use, and is meant to promote single-family homes on a variety of lot sizes. With new development, subdivision design should protect open space and natural features.
- ***Residential – Attached:*** This land use category covers a variety of attached dwelling units and includes areas planned for both medium- and high-density residential development including, duplexes, attached condominiums, townhomes, and flats.

The State of Michigan, Department of Environmental Quality (DEQ) encourages the re-development/reuse of Brownfields (contaminated property) over Greenfields (uncontaminated property). The subject land is a Greenfield and uncontaminated. In fact, the DEQ may have grants available to assist in redeveloping Brownfield property here in Union Township. We spoke with a former DEQ official who stated that the DEQ is willing to assist in any way possible to help promote the redevelopment/reuse of Brownfields and are willing to discuss this with any entity interested in utilizing Brownfield within the County. Has the Isabella County Road Commission vetted these identified under-utilized properties for potential relocation? Has the Road Commission contacted the DEQ to inquire about the availability of State funding for redevelopment of Brownfields within Isabella County?

The proposed use will not provide an asset to the Township. As a governmental organization the County Road Commission will not pay any property or use taxes to the Township. The potential tax base of a R2A development, as zoned, is significant. In contrast, the proposed development would result in a large loss of tax base to the township.

The Planning Commission needs to be aware that the County has spent \$60,000 of taxpayers money on the R3A property directly abutting the east side of Eland Court dwellings with the intent of applying zoning change and constructing a connecting road going north from Transportation drive to the proposed new facility. This property use would be within 200 feet of many existing residential dwellings.

The residents signing this letter purchased their property with the knowledge that it is R3A surrounded by R2A. A change to Public and Institutional use of the adjacent property will isolate a R3A zone. This will greatly reduce the value of home owners general enjoyment under R3A zone, and also greatly reducing the dollar value of each home. It will not meet any of the Union Township future land use objectives, protection of greenfields, or general requirements for a Special Use permit.

This request should be denied.

Respectfully,

December 10, 2018

To: Union Township Planning Commission

Respectfully Submitted,

SIGNATURE

ADDRESS

* _____

_____ 2727 Sable Ct. Mt Pleasant
 _____ 2743 Sable Ct. Mt. Pleasant
 _____ 2765 SABLE CT MT PLEASANT
 _____ 2801 Sable Ct. Mt. Pleasant
 _____ 2803 Sable Ct. City
 _____ 2803 SABLE ct mt P.
 _____ 2748 Eland Ct, Mt Pleasant
 _____ 2748 Eland Ct. Mt. Pleasant
 _____ 2727 Eland Ct MP
 _____ 2719 ELAND CRT. Mt. Pleasant
 _____ 2719 Eland Ct. - Mt. Pleasant
 _____ 2718 SABLE CT MT PLEASANT
 _____ " "
 _____ 2725 Sable Court
 _____ 2767 Sable Court
 _____ 2767 Sable Ct.
 _____ 2743 Eland

December 10, 2018

To: Union Township Planning Commission

Respectfully Submitted,

SIGNATURE

ADDRESS

Margaret DeLoe
Carol Browne
Bob Loomis Karen Loomis
Annette Roth
Nu Boose
Genia Barratt
Marilyn Sora
Janice K. Kopinski
Heidi A. Holt
Jane Schifer
Laura Dressing
Sally Goodwin
Paul L. Wojcik
James J. Wolf
Beverly Pung
Louis Dahl
Helen Nordica
Stephan Trainor
Janet J. J. J. J.

2765 ELAND COURT, MP
2802 Eland Ct M.P.
2800 Eland Ct Mt Pleasant
2768 Eland Ct Mt Pleasant
2746 Eland Ct Mt Pleasant
2732 Eland Ct Mt Pleasant
2730 Eland Ct
2718 Eland Ct Mt Pleasant
2716 Eland Ct Mt Pleasant
2716 Eland Ct Mt Pleasant
2725 ELAND CT MP, 48858
2721 Eland Ct M.P. 48858
2767-ELAND Ct, MP, 48858
2767 - Eland Ct. MP 48858
2801 Eland Ct M.P. 48858
2728 Sable Ct. Mt. P. 48858
2746 Sable Ct Mt. P. 48858
2720 SABLE CT. MT. PLEASANT 48858
2720 Sable Ct. Mt Pleasant 48858

AFFIDAVIT OF PUBLICATION

2125 Butterfield Dr, Suite 102N • Troy MI 48084

CHARTER TOWNSHIP OF UNION
2010 S Lincoln

Mount Pleasant, MI 48858
Attention: PETER GALLINAT

STATE OF MICHIGAN,
COUNTY OF ISABELLA

The undersigned Cyndy Slater Cyndy Slater, 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:

UNION TOWNSHIP PUBLIC HEARING NOTICE -Special Use Permit

NOTICE is hereby given that a Public Hearing will be held on Tuesday, December 18, 2018, 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 hearing any interested persons in the following request for a Special Use Permit as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by **Isabella County Road Commission A Public and Institutional Use** for a new Isabella County Road Commission Facility.

Legal Description of properties: T14N R4W SECTION 16 NW 1/4 OF SW 1/4

These properties located at: S. Lincoln Rd. MOUNT PLEASANT, MI 48858
PID 14-016-10-001-06

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: December 3, 2018

CHARTER TOWNSHIP OF UNION

Published in the following edition(s):

Morning Sun	12/03/18
morningstarpublishing.com	12/03/18



Sworn to the subscribed before me this 4th December 2018

Tina M. Crown

Notary Public, State of Michigan
Acting in Oakland County

Advertisement Information

Client Id: 531226

Ad Id: 1707046

PO:

Sales Person: 200301

UNION TOWNSHIP PUBLIC HEARING NOTICE –Special Use Permit
(CHANGE OF LOCATION)

NOTICE is hereby given that a Public Hearing will be held on Tuesday, December 18, 2018, at 7:00 p.m. at the Commission on Aging at 2200 South Lincoln Road, Mt. Pleasant, Michigan, before the Union Township Planning Commission for hearing any interested persons in the following request for a Special Use Permit as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by **Isabella County Road Commission** A Public and Institutional Use for a new Isabella County Road Commission Facility.

Legal Description of properties: T14N R4W SECTION 16 NW 1/4 OF SW 1/4

These properties located at: S. Lincoln Rd. MOUNT PLEASANT, MI 48858
PID 14-016-10-001-06

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

A. General Requirements for Special Uses: The applicant shall follow these requirements and recommendations made by the Planning Commission after their review. The general requirements for all special uses are as follows:

1. The special use shall be designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property and the surrounding area.
2. The special use shall not change the essential character of the surrounding area.
3. The special use shall not interfere with the general enjoyment of adjacent property.
4. The special use shall not be hazardous to adjacent property or involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes, or glare.
5. The special use shall be adequately served by essential public facilities and services; or it shall be demonstrated that the person responsible for the proposed special use shall be able to continually provide adequate services and facilities deemed essential to the special use under consideration. The said facilities or services shall be approved by the Central Michigan District Health Department.
6. When deemed necessary by the Township Board or Planning Commission, the use shall be adequately screened by distance and landscaping to protect the rights of all adjoining property.
7. The Township Board or Planning Commission, in connection with approval of any application, may require reasonable undertaking by the applicant to guarantee and assure by agreement, including a performance bond to be posted by the applicant or by some other reasonable surety arrangement at appropriate stages of the planned development, that the development will be executed in accordance with the approved plan.
8. That such use will be an asset to the Township.
9. Requirements and conditions of each individual special use permitted shall be complied with, unless otherwise mentioned within this Section.
10. Any special use permit may be revoked by the Union Township Board upon recommendation of the Union Township Planning Commission whenever the operation fails to comply with any of the required conditions or may be subject to the penalties of this Ordinance.
 - a) Approval of a special use permit shall be valid regardless of change of ownership, provided that all terms and conditions of the permit are met by any subsequent owner.
 - b) In instances where development authorized by a special use permit has not commenced within one (1) year from the date of issuance, the permit maybe reconsidered and/or voided at a regularly called meeting of the Planning Commission.

30.4 SPECIAL USES PERMITTED (X, NEW, 1993-6 ORDINANCE; Y, NEW, 1995-6 ORDINANCE)

The following special uses may be permitted within the specified Districts:

- A. Adult Entertainment Activities: (Deleted as Special Use Permit, Ord 2005-03)
- B. Airports, Public or Private, Provided:

Union Township
Zoning Ordinance

30-3

Special Use
Permits



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) SUP 2018-06 Public or Institutional Use. Government Facility, Isabella County Road Commission.

Applicant: Isabella County Road Commission (with permission of owner)

Owner: Ervin, William

Location: PID 14-016-10-001-06 S. Lincoln Rd. MT PLEASANT, MI 48858

Current Zoning: R-2A (Low Density, One and Two Family Residential District.) OS (Office Service District) B-4 (General Business District)

Adjacent Zoning: R-3A and R-2A to the south. City of Mt. Pleasant to the east. R-2A to the north. R-2A/AG to the west across the road.

Future Land Use/Intent: Neighborhood Service: Located primarily along corridors adjoining lower intensity land uses, the intent of this district is to limit future retail and focus on small-scale personal service and office uses. This district accommodates shallow lots, providing a good buffer and transition to residential uses and limiting heavy commercial and general retail uses so they can be focused on other areas of the township. Rear yards adjoining residential areas should be well-screened to limit impacts of higher intensity uses. These areas should be accessible and comfortable for the pedestrian and should create a sense of place along the roadway.

Residential: After agriculture, this category is the township's predominant land use, and is meant to promote single-family homes on a variety of lot sizes. With new development, subdivision design should protect open space and natural features and limit single driveways onto corridors.

Current Use: Vacant land.

Reason for Request: Re-location of Isabella County Road Administration Office and Storage.

History: Property is currently for sale. The applicant has a permission to seek approvals for development with the intent to purchase the property if approved. The current parcel is 40 acres and split zoned with 3 districts.

Objective of board: Within a reasonable time following the public hearing, the Planning Commission shall review the application for the special use permit, testimony received at the public hearing, and other materials submitted in relation to the request and make a recommendation to the Township Board.

Recommendation from the Township Planner

It is expected that there may be a large showing from the community at the public hearing. This allows for much needed input while possibly creating the difficult task of processing much information at one meeting. Following the public hearing the PC is not required to make a recommendation. There are 10 General Requirements found in Section 30.3.A to use with all

special uses. Found in Section 30.3.Q are 4 more requirements specifically for a Public and Institutional Use. At this time there is not a Final Site Plan to be review and approved. There is a Preliminary Plan. Following the public hearing the Planning Commission could decide to hold off on any presentation or deliberation. Following the presentation or any deliberation the PC could again decide to hold off on any recommendation.

It is important to remember that Special Uses are those uses of land that are not essentially incompatible with the uses permitted in a Zoning District. They simply possess characteristics or locational qualities that require individual review and restriction to avoid incompatibility with the character of the surrounding area, public services, facilities and adjacent uses of land.

A Public and Institutional Use is not Incompatible with an R-2A Zoning District. The Township Hall, Commission on Aging, Lux Funeral Home, and the Crestwood retirement facility would all be designated as a Public or Institutional Use in a R-2A District.

If the Planning Commission cannot find a way to fit this particular Public or Institutional use at this particular location the recommendation should be NO. If the Planning Commission can find a way to fit this particular Public or Institutional use at this particular location the recommendation should be YES.

Peter Gallinat
Twp Planner

Q. Public and Institutional Uses, Provided:

1. They are located within AG, R-1, R-2A, R-2B, and R-3 Districts.
2. That such use will be in conformity with the character of the adjacent neighborhood and that they are essential to service the neighborhood or community and cannot feasibly be located in a zone where they would otherwise be permitted. The Planning Commission shall establish requirements for setback, lot size, side yard, parking, screening, and other conditions necessary to conform the same to the character of the adjacent neighborhood.
3. Entrance and exits as specified in Section 30.4.B.2.
4. Driveways and parking areas as specified in Section 30.4.B.2.

R. Race Tracks, Provided:

1. They are only located within AG Districts.
2. Entrances and exits as specified in Section 30.4.B.2.
3. Race tracks shall be enclosed by an obscuring screen fence at least eight (8) feet in height. Fences shall be of permanent finish and construction, painted or otherwise finished neatly, attractively, and inconspicuously.
4. Driveways and parking areas as specified in Section 30.4.B.2.
5. Days and hours of operation are limited to Fridays between 6 p.m. and 11 p.m., Saturdays between 1 p.m. and 11 p.m.; however, in no event more than six (6) hours, and Sundays between 1 p.m. and 6 p.m.

S. Sand and Gravel Pits, Provided:

1. They are located within AG Districts.
2. All excavation shall comply with Soil Erosion and Sedimentation Control Act 347 of the Public Acts of 1972 of the State of Michigan, as amended. All areas so used shall be rehabilitated progressively as they are worked out or abandoned to a condition entirely free from hazards and blending with the surrounding natural ground. All slopes and banks shall be reasonably graded to prevent excessive erosion.
3. No business or industrial buildings or structures of a permanent nature shall be erected, except when such building is a permitted use within the District in which the gravel pit is located.
4. Driveways and parking areas as specified in Section 30.4.B.2.
5. Entrances and exits as specified in Section 30.4.B.2.
6. The Planning Commission may require that part or all of the operation be screened with a wire or wood fence six (6) feet in height. In addition, evergreen screening planting may be required on any side adjacent to land in residential or commercial use.
7. No excavation should come within one hundred (100) feet of a residence or within fifty (50) feet of a property line or a road right-of-way. All operations coming within the minimums must retain a 2:1 slope (two (2) feet horizontal, one (1) foot vertical). This regulation must also be observed by owner and operator of existing gravel pits where excavation is in progress on the effective date of this Ordinance.

Description

The Northwest One-quarter of the Southwest One-quarter of Section 16, T14N, R4W, Union Township, Isabella County, Michigan, more particularly described as beginning at the West One-quarter Corner of said Section 16; thence S. 00°08'43" E., along the West line of said Section 16, 1325.56 feet to the South One-eighth line of said Section 16; thence N. 89°04'35" E., along said South One-eighth line, 1322.93 feet to the West One-eighth line of said Section 16; thence N. 00°09'06" W., along said West One-eighth line, 1330.72 feet to the East and West One-quarter line of said Section 16; thence S. 88°51'11" W. along said East and West One-quarter line, 1322.86 feet to the point of beginning. Containing 40.33 acres more or less. Subject to the Westerly 33.00 feet thereof as Lincoln Road and subject to easements, right of ways, restrictions and reservations whether used, implied or of record.

ISABELLA COUNTY ROAD COMMISSION

2261 E. Remus Road, Mt. Pleasant, Michigan 48858

Office 989-773-7131 Fax 989-772-2371

www.isabellaroads.com

November 27, 2018

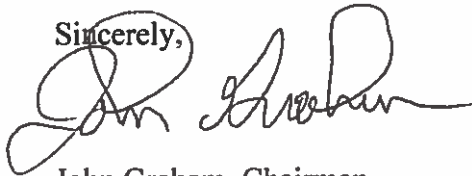
Charter Township of Union
2010 S. Lincoln
Mt. Pleasant, MI 48858

Dear Board Members,

With the ever-changing needs and equipment required for the Isabella County Road Commission, they have outgrown their current property. The need to move the facility is required in order to expand operations with room for possible growth in the far future. We are requesting a Special Use Permit for the property located South Lincoln Road. The portion of property to be disturbed is currently zoned R-2A (One and Two Family District). The proposed development will house the new Isabella County Road Commission (ICRC) facility. The property is connected to a small parcel of property currently owned by Isabella County Road Commission that would give access to proposed property from Transportation Drive, which is currently being used by ICTC & the ICRC. Although the property is currently zoned R-2A, it is located very near to B-~~5~~ Auto-Related Highway Business zoned property and would be, more or less, an extension of the B-~~5~~ zone.

Please call us at the above number if you have any questions:

Sincerely,



John Graham, Chairman
Isabella County Road Commission

Proposed Property

Proposed Area of
New Facility

Existing Facility

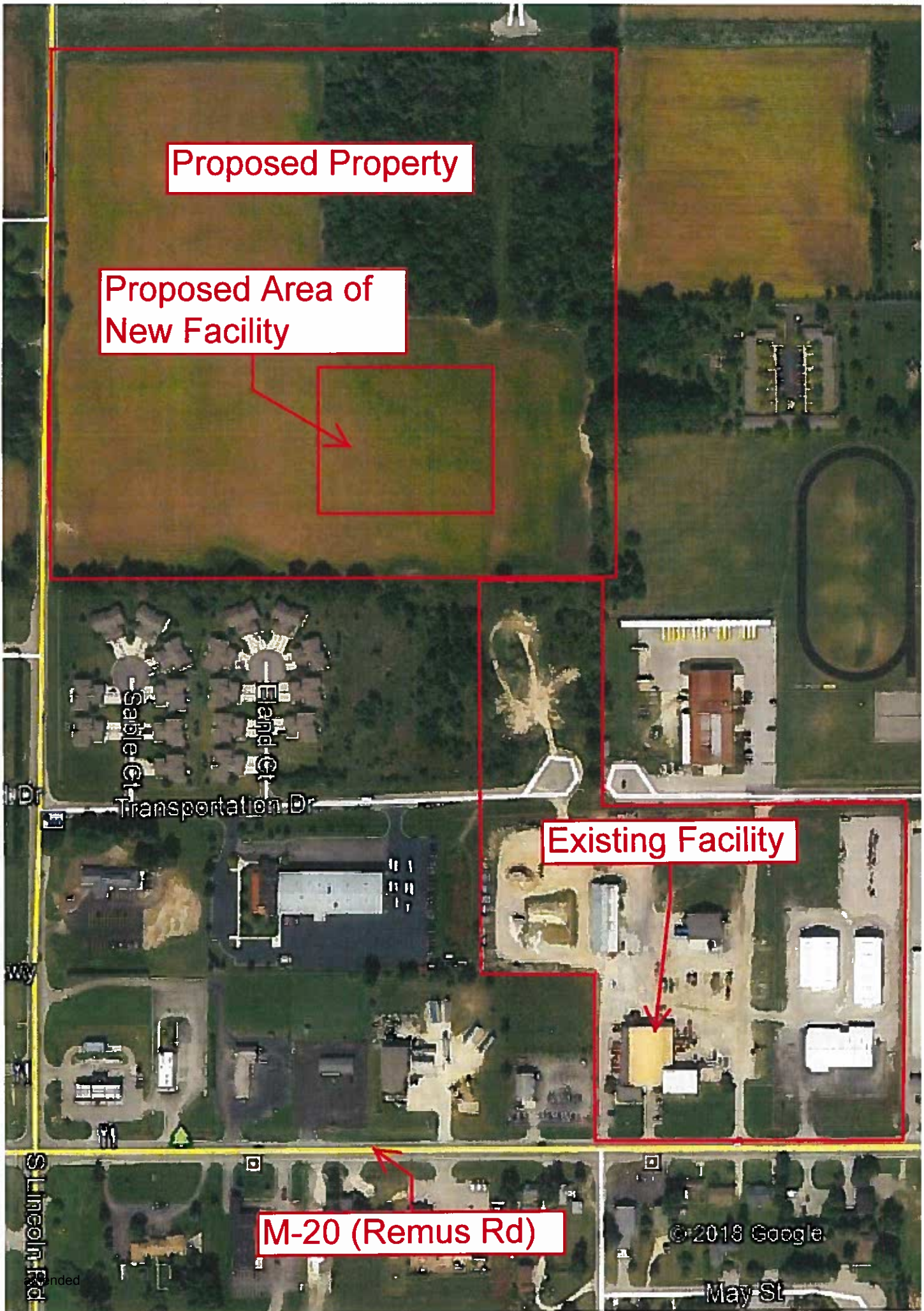
M-20 (Remus Rd)

©2018 Google

May St

S Lincoln Rd

ended



FAX SHEET

Date: September 20, 2018

To: Isabella County Road Commission
ATTN: Tony Casali

Fax Number: 989-772-2331

Re: Purchase Agreement

From: Bill ERVIN

Fax Number: 989-779-4290

Number of Pages Including Cover Sheet: 9

Memo:

**VACANT REAL PROPERTY
BUY AND SELL CONTRACT**Date: September 20, 2018

1. Isabella County Road Commission, of 2261 East Remus Road, Mount Pleasant, Michigan 48858 (hereinafter referred to as "BUYER"), offers to buy from William T. Ervin, Richard S. Ervin, Robert L. Ervin, and Ronald E. Ervin (hereinafter collectively referred to as "SELLER"), and SELLER hereby agrees to sell exclusively to BUYER, on the terms and conditions provided herein, the following described vacant parcel of unimproved real property located in the Charter Township of Union, County of Isabella, State of Michigan, more particularly described as:

The Northwest One-quarter of the Southwest One-quarter of Section 16, T14N, R4W, Union Township, Isabella County, Michigan, more particularly described as beginning at the West One-quarter Corner of said Section 16; thence S. 00 degrees 08'43" E, along the West line of said Section 16, 1325.56 feet to the South One-eighth line of said Section 16; thence N. 89 degrees 04'35" E, along said South One-eighth line, 1322.93 feet to the West One-eighth line of said Section 16; thence N. 00 degrees 09'06" W, along said West One-eighth line, 1330.72 feet to the East and West One-quarter line of said Section 16; thence S. 88 degrees 51'11" W, along said East and West One-quarter line, 1322.86 feet to the point of beginning. Containing 40.33 acres more or less. Subject to the Westerly 33.00 feet thereof as Lincoln Road.

(hereinafter referred to as the "Property"). See attached Exhibit A for a Preliminary Parcel Drawing of the Property, attached hereto and incorporated herein by reference. The Property constitutes the entirety of tax parcel number 14-016-10-001-05.

The exact legal description, and exact boundaries of the Property to be purchased by BUYER from SELLER shall be determined by an ALTA/ACSM Land Title Survey to be obtained and paid for by BUYER (the "Survey"). In addition, BUYER shall be entitled to require the SELLER insert the legal description for the Property determined by the Survey in the warranty deed, and/or obtain a revision to the title insurance commitment to include said legal description. BUYER's offer to purchase herein shall be subject to review and approval by BUYER of any existing building and use restrictions, plat restrictions, reservations, zoning ordinances, rights-of-way and easements, storm water drainage, detention and retention, public and private easements or agreements for the distribution of utility and municipal services, if any, which may in Buyer's opinion prevent or hinder the BUYER's intended use or substantially increase BUYER's construction costs, and further subject to all the contingencies specified herein. The Property includes all WATER, GAS, OIL AND MINERAL RIGHTS, DEVELOPMENT RIGHTS, ALL AVAILABLE LAND DIVISIONS, AND ANY EASEMENT RIGHTS BENEFITTING THE PROPERTY OWNED OR CONTROLLED BY SELLER, INCLUDING BUT NOT LIMITED TO THE PRESCRIPTIVE EASEMENT.

2. THE PURCHASE PRICE FOR THE PROPERTY AND ALL IMPROVEMENTS shall be as follows: The purchase price for the Property shall be the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00).
3. METHOD OF PAYMENT: ALL MONIES WILL BE PAID IN U.S. FUNDS IN THE FORM OF BANK DRAFT OR WIRE TRANSFER, AT BUYER'S DISCRETION. The Purchase Price, plus or minus any credits or adjustments, shall be paid at Closing, as provided herein. The sale will be completed by the payment of the full Purchase Price at Closing, upon SELLER providing a statutory general warranty deed conveying merchantable fee simple title, including all water, gas, oil and mineral rights, and beneficial easements owned by SELLER, free and clear from all liens and encumbrances except zoning ordinances, recorded easements for the distribution of utility and municipal services, and general taxes levied in the year of Closing (which constitutes merchantable title for purposes of this Contract), to BUYER. SELLER and BUYER further agree to complete and execute all documents necessary to record the conveyance, complete the sale, and Close the transaction contemplated by the parties herein. "Merchantable title" shall be defined as fee simple title which conforms to the terms of this Contract, and title law of the State where the Property is located, and the Title Standards of the State Bar Association of the State where the Property is located, if any.
4. PRORATED ITEMS: Taxes, special assessments, rents, private and municipal charges, will be current and prorated to the Closing Date.
5. A. SPECIAL ASSESSMENTS which are or become a lien or levied on the Property on or before the Closing Date of this Contract shall be paid in full by SELLER without proration. Special Assessments, if any, for work on site actually commenced or levied prior to the Closing Date shall be paid in full by SELLER no later than Closing.
B. TAXES will be treated as if they cover the CALENDAR YEAR in which such taxes are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES which are first billed in the year of Closing will be prorated so that SELLER shall pay taxes from the first of the year to Closing Date and BUYER will pay taxes for the balance of year, not including the day of Closing. If any bill for taxes is not issued as of the Closing Date, the then current taxable value and tax rate and any administrative fee will be substituted and used in the proration hereunder.
6. A. BUYER WILL PAY FOR fees for recording of the statutory general warranty deed; attorney's opinion and/or services for BUYER; appraisal, all inspections required by BUYER, including sanitary sewer, rezoning; soil borings; franchise agreements; speed use permits; drain and/or other easements; rights-of-way; and, the Survey, which shall be certified to BUYER, SELLER and the Title Company.
B. BUYER WILL PAY FOR an owner's policy of title insurance on a current ALTA form, without standard exceptions, with extended coverage, with all the endorsements desired by BUYER, in the full amount of the Purchase Price;
C. SELLER will pay all attorneys' fees for SELLER's attorney, and all costs required to convey clear merchantable title;

amended

- D. BUYER will pay the Title Company closing fees; all applicable state and county transfer taxes, and tax certification fees on the statutory general warranty deed; preparation of the statutory general warranty deed; and, recording fees to record the statutory general warranty deed.
7. TITLE: If any defects in title exist, which would prevent the title from being considered "Merchantable" as described in Paragraph 3 above, or insurable by the Title Company specified herein, SELLER will have thirty (30) days after receiving written notice from BUYER to remedy the defects. After the thirty (30) days, the Title Company will refund the Earnest Money Deposit in full if unable to remedy the defects, unless BUYER in BUYER's sole discretion agrees in writing to waive the defect(s), and notifies SELLER of BUYER's intent to proceed to Closing, as provided in Paragraph 18.
8. ATTORNEY: All documents and BUYER's obligation to close shall be expressly contingent upon their review and approval on behalf of the BUYER by: Brent A. Titus of Foster, Swift, Collins & Smith, P.C., 313 S. Washington Square, Lansing, Michigan, or outside counsel designated by Buyer in writing.
9. CLOSING: SALE shall be closed within thirty (30) days after all expiration of the Due Diligence Period and any extensions thereof specified in this Buy and Sell Agreement. Sale will be closed upon seven (7) days prior written notice from BUYER to SELLER that BUYER is ready to close, but no later than 20 day, May, 2019 (the "Closing Date"), unless extended by the terms of this Contract, or by written addendum to this Contract executed by both BUYER and SELLER. Closing shall take place at the office of the Title Company specified in Paragraph 18, and shall follow the procedures set forth in Paragraph 18. BUYER may elect to close by mail through the Title Company, at BUYER's option.
10. POSSESSION AND OCCUPANCY: SELLER will deliver and the BUYER will accept exclusive possession of the Property at Closing. SELLER warrants that the Property will be vacant at Closing, and that all leases, occupancy agreements and licenses covering the Property will be terminated at or before Closing.
11. SELLER'S DISCLOSURE: SELLER represents and warrants to BUYER, that SELLER has no notice or knowledge of any "condition affecting the Property or transaction." A "condition affecting the Property or transaction" shall be defined as follows:
- (a) Contemplated, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use or planned use by BUYER of the Property;
 - (b) Government agency or court order requiring repair, alteration or correction of any existing condition on or at the Property;
 - (c) Completed or pending reassessment of the Property for taxation purposes;
 - (d) Any land division involving the Property, for which required state or local approvals were not properly obtained;
 - (e) The Property being located in a flood plain, or flood way, and any portion of the Property designated as a "wetland" as defined in the federal Clean Water Act, by 33 C.F.R. Section 328.3(b)(1989), or under applicable federal, state law, and the requirement for dredge and fill permits or similar authorization for construction of improvements on the Property.
 - (f) Any portion of the Property being subject to, or in violation of, any type of farmland preservation agreement, conservation easement, or comparable agreement, or any developmental rights easements and/or comparable agreement which would limit BUYER's intended use and/or development of the Property;
 - (g) Boundary disputes;
 - (h) Violations of environmental laws or rules or other laws, rules or agreements regulating the use and development of the Property;
 - (i) Conditions constituting a significant health or safety hazard for occupants of Property;
 - (j) Underground storage tanks located on the Property for hazardous substances, toxic wastes, or flammable or combustible liquids including but not limited to gasoline and heating oil;
 - (k) Electric lines, water mains, sanitary sewer lines, storm sewer lines, drainage easements, underground pipe lines, or natural gas transmission or storage lines located on the Property other than those disclosed in the Preliminary Commitment as defined in Section 18 of this Contract;
 - (l) Wells on the Property required to be abandoned, but which are not abandoned according to applicable state or federal regulations, or any abandoned wells which have been abandoned according to applicable state or federal regulations and/or statute;
 - (m) Cisterns or septic tanks located on the Property, regardless of whether they are currently servicing the Property;
 - (n) Subsoil conditions which would significantly increase the cost of the development, if any, including, but not limited to, subsidence or soil conditions conducive to subsidence, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
 - (o) A lack of legal vehicular and/or pedestrian access to the Property from public roads;
 - (p) Other conditions or occurrences which would significantly increase the cost of BUYER's proposed development, or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of such condition or occurrence;
 - (q) Any portion of the Property being located in a Special Taxing or Assessment District;
 - (r) Any oil, gas or mineral leases, or oil, gas or mineral rights that have been severed from SELLER's title to the Property;
 - (s) Farming equipment or debris or other debris (including, without limitation, rocks, stumps, lumber, asbestos, or concrete) that has been buried upon any portion of the Property;

- (t) The presence of any monitoring wells located on the Property; and/or
- (u) Seller assumes no responsibility for the physical condition of the Property after Closing.

12. **BUYER'S EARNEST MONEY DEPOSIT:** Within five (5) days of receipt of SELLER's acceptance, BUYER shall deposit the sum of Five Thousand Dollars (\$5,000.00) (the "Earnest Money Deposit") evidencing BUYER's good faith which Earnest Money Deposit shall be deposited in a trust account of the Title Company specified in Paragraph 18, and which Earnest Money Deposit shall apply as part of the Purchase Price. If BUYER's offer is not accepted, or title is not merchantable or insurable, or any other contingencies as specified, cannot be met, BUYER's Earnest Money Deposit shall be refunded within five (5) days of BUYER's written request therefore. In the event of any breach of the Contract by BUYER, SELLER's right to recovery shall be limited so as to permit SELLER only to retain BUYER's Earnest Money Deposit, as liquidated damages, thereby waiving any action by SELLER for damages (general, special, exemplary, punitive, direct, indirect, special and/or compensatory), costs, reimbursement of expenses and fees and/or attorney fees against BUYER arising out of any breach by BUYER. At Closing BUYER's Earnest Money Deposit shall be disbursed as provided in the Closing Statement, and credited toward the Purchase Price. The parties agree that BUYER shall be entitled to specific performance of this Contract. In the event of any dispute between SELLER and BUYER over the return or forfeiture of BUYER's Earnest Money Deposit, the Title Company shall be required to retain said Earnest Money Deposit in its account until a written release from the parties consenting to the disposition of the Earnest Money Deposit has been obtained or until disbursement is ordered by a court of competent jurisdiction. In the event of any dispute involving BUYER's Earnest Money Deposit, the Title Company may interplead the Earnest Money Deposit into a court of competent jurisdiction, and the Title Company may deduct its expenses from any funds interpleaded, including but not limited to attorney's fees, costs and expenses. The prevailing party in the interpleader action shall be entitled to collect from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees and court costs.
13. **REPRESENTATIONS AND WARRANTIES:** SELLER represents and warrants to BUYER, as of the date of SELLER's execution of this Contract and through the Closing Date, that:
- (a) SELLER is the owner of good, marketable, merchantable, and insurable title to the Property, subject only to the easements and rights of way disclosed in the Preliminary Commitment as defined in Section 18 of this Contract and SELLER is not the vendee or vendor on a land contract applicable to the Property.
 - (b) If any SELLER is not an individual, SELLER is a duly organized and validly existing: general partnership, limited partnership, limited liability company, or corporation in good standing, and the person executing this Contract has the requisite authority to bind the general partnership, limited partnership, limited liability company, or corporation to the terms of this Contract.
 - (c) The Property is free of all construction or mechanic's liens, and SELLER has not commenced any construction or taken any other action that may result in such a lien, and will not commence any such construction or take any such action prior to closing.
 - (d) All laws, ordinances, rules, regulations and orders (including, but not limited to, those relating to zoning, building, fire, health, safety and environmental control and protection) of any government or any agency, body or subdivision thereof, bearing on the SELLER's ownership, operation or use of the Property or any part thereof, have been or will, prior to the Closing Date, be complied with by SELLER; all notices, licenses, permits, certificates and authority, required in connection with the SELLER's occupancy or use of the Property or any part thereof, have been obtained and are in full force and effect.
 - (e) SELLER has not received any notice and has no knowledge that any government agency, body or subdivision thereof, or any employee or official considers the Property to have violated or be violating any applicable zoning ordinance or regulation, building code or other law, ordinance, rule, regulation or order, or that any investigation has been commenced respecting any possible violation thereof. SELLER has not received or is aware of any notices, suits, or judgments, (or threats thereof) relating to condemnation, zoning, pollution, health or any other violation.
 - (f) SELLER has not entered into any agreements, oral or written, and is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict SELLER's right to enter into and carry out this Contract.
 - (g) SELLER is not in default with respect to any obligations or liabilities pertaining to the Property, or any part thereof, and there will not be on the Closing Date any state of facts or circumstances or conditions or events which, after notice or lapse of time or both, would constitute or result in any such default.
 - (h) Neither the execution of this Contract nor the consummation of the transactions contemplated herein will constitute a breach or default under any contract or agreement to which SELLER is a party or by which SELLER is bound or affected or which affects the Property or any part thereof.
 - (i) There are no actions, suits or proceedings pending, or to the knowledge of SELLER threatened, before any judicial body or any governmental authority or any order, writ, injunction, decree or demand of any court or any governmental authority relating to the Property or any part thereof.
 - (j) Neither SELLER, nor to the best of SELLER's knowledge has any past or present tenant, occupant, predecessors in title, or other person or entity, ever used, stored, generated, treated, disposed, released, discharged or transported on, to or from the Property any substance or waste which is defined or classified as toxic, radioactive, or hazardous under any federal, state or local law or regulation. To the best of SELLER's knowledge and belief the Property (including the subsurface water) has not been contaminated by any such toxic, radioactive, or hazardous substance or waste. That, the Property has not been used in any manner which violates any laws and restrictions or requires reporting to any governmental authority. There are no surface or subsurface conditions which constitute, or with the passage of time, may constitute a public or private nuisance.
 - (k) To the best of SELLER's knowledge and belief, there are not now, nor have there ever been, underground storage tank(s) of any kind located on the Property, and neither SELLER nor any employee, agent or contractor of SELLER has

amended

removed an underground storage tank(s) from the Property for so long as SELLER has owned or had an interest in the Property.

(l) SELLER is not currently insolvent, and SELLER will not become insolvent by entering into this Contract or by conveying the Property described in this Contract to BUYER.

(m) SELLER has not received any notice of, and to the best of SELLER's knowledge there are no (i) proposed special assessments, condemnation, or changes in the roads adjacent to the Property, or (ii) pending public improvements which will result in any charge being levied or assessed against, or a lien being created upon, the Property.

(n) SELLER has complete and exclusive actual possession of the Property and there are no leases, occupancy agreements, or licenses applicable to all or any part of the Property, which will extend beyond the Closing Date.

(o) No person or entity other than BUYER has been granted any option or right by SELLER to acquire any interest in the Property or any portion thereof, and no such option or right inconsistent with BUYER's rights under this Contract will be given by SELLER any time prior to Closing Date.

14. **DOCUMENTATION PROVIDED BY SELLER:** SELLER agrees to provide BUYER with the following documentation, records, and instruments related or pertaining to the Property within five (5) days from the date of SELLER's acceptance of this Contract, to the extent same are in SELLER'S possession or control:

(a) Copies of all environmental, wetland or other studies, and surveys of the Property;

(b) Copies of all environmental testing or reports of the Property (including but not limited to Phase I and Phase II environmental assessments and baseline environmental audits) in SELLER'S possession or control; and

(c) Copies of any soil compaction test or studies pertaining to the Property.

15. **TAX DEFERRED QUALIFIED LIKE-KIND EXCHANGE:** SELLER shall have the option to convert this transaction from a purchase and sale to a tax deferred qualified like-kind exchange under Section 1031 of the Internal Revenue Code upon written notice to BUYER given not less than thirty (30) days prior to closing pursuant to this Buy and Sell Agreement. The parties agree to fully cooperate, one with the other, in executing such additional documents which may be reasonably required to effect a tax deferred qualified like-kind exchange at such time that SELLER has located other acceptable real property for purpose of completing the like-exchange. In the event SELLER has not located acceptable exchange property, or is unable to close on the acquisition of such exchange property on or before the Closing Date herein, or prior to the Closing Date fails to establish an escrow arrangement providing for a delayed closing of the exchange in escrow, then this transaction shall proceed to closing as a purchase and sale on the original terms provided herein. BUYER shall incur no additional cost, liability, risk, and/or expense as a result of SELLER'S election to utilize a Section 1031 exchange. BUYER agrees to cooperate with SELLER in effecting a qualified like-kind exchange through a trust escrow or other means, provided, however that (a) the qualified like-kind exchange does not hinder or delay the transaction contemplated herein; (b) SELLER reimburses BUYER for any additional expenses incurred by BUYER; and, (c) SELLER uses an exchange party or qualified intermediary other than BUYER for the like-kind exchange.

16. **DUE DILIGENCE PERIOD:** BUYER shall have One Hundred Eighty (180) days (the "Initial Due Diligence Period") from the date of the SELLER'S acceptance of this Contract to conduct such inspections, examinations, audits, surveys, studies, tests, appraisals and other investigations (collectively the "Investigations") of Property as may be desired by BUYER, in BUYER'S sole discretion to determine if the Property is acceptable to BUYER. Such Investigations may include, but are not limited to: surveys, appraisals, soil borings and soil and subsoil condition reports; any and all environmental reports and testing; wetlands determinations and permits; floodplain determinations and permits; availability and cost of utilities and connections thereto; access; drainage; zoning laws; availability of all governmental permits and approvals deemed necessary or desirable by BUYER for BUYER'S intended use and development of the Property, applicability of any special taxing district or special assessment districts; development and construction costs; financing costs; approval by Isabella County Board of Commissioners of the bond issuance necessary to finance the purchase of the Property and BUYER'S intended improvements thereto on terms and conditions acceptable to BUYER; approval by the United States Department of Agricultural Community Assistance Rural Program of the Property and BUYER'S intended use and development thereof for the purchase of said bond; Michigan State Historic Preservation Office clearance and approvals; and any other matters deemed necessary or desirable by BUYER, at the BUYER'S sole cost and expense, unless otherwise provided in this Buy and Sell Agreement.

In the event such Investigations reveal that the Property is not suitable for BUYER'S purposes, in BUYER'S sole discretion, BUYER shall notify SELLER in writing on or before the expiration of the Initial Due Diligence Period, and this Buy and Sell Agreement shall be terminated. In the event of such termination, any monies deposited, including BUYER'S Earnest Money Deposit shall be refunded to BUYER and this Contract shall be null and void. In the event BUYER is unable to complete all BUYER'S desired Investigations within said Initial Due Diligence Period, upon written notice to SELLER sent prior to the expiration of the Initial Due Diligence Period, BUYER will have an additional period of thirty (30) days (the "Extended Due Diligence Period") after the Initial Due Diligence Period if BUYER demonstrates reasonable efforts to complete the Investigations. In the event BUYER fails to notify SELLER of a termination in writing on or before the expiration of the Initial Due Diligence Period, or Extended Due Diligence Period in event of an extension, as the case may be, after SELLER'S acceptance of this Contract, it shall be assumed BUYER has waived this condition and this Contract shall remain in full force and effect, unless the parties extend this deadline in writing. The Initial Due Diligence Period and the Extended Due Diligence Period are hereinafter referred to as the Due Diligence Period.

17. **BUYER'S INVESTIGATIONS:** During the Due Diligence Period, BUYER shall have the license to go on SELLER'S Property to conduct such Investigations as BUYER may desire at BUYER'S expense. BUYER shall endeavor to minimize any interference with SELLER'S use of the Property and damage to any growing crops thereon, and BUYER shall be responsible for any damage to growing crops in connection with BUYER'S Investigations. BUYER agrees to reasonably restore any disturbance to said Property (excluding, however, damage to growing crops) in the event BUYER fails to consummate this transaction for any reason. In the event of a breach of the Contract by SELLER,

BUYER shall have the right to be reimbursed for out-of-pocket costs and expenses expended on Investigations during the Due Diligence Period, in addition to BUYER's other rights and remedies available at law or in equity as a consequence of SELLER's breach.

18. **TITLE & CLOSING PROCEDURES:** BUYER has received an Informational Commitment for Title Insurance on the Property (the "Preliminary Commitment"). BUYER agrees, at BUYER's expense, to use BUYER's best efforts to obtain an ALTA title commitment for an owner's policy of title insurance, without standard exceptions, with extended coverage including if desired by BUYER or required by BUYER's financing, an ALTA zoning endorsement, a tax parcel endorsement, comprehensive endorsement, access endorsement, Land Division Act endorsement, contiguity endorsement with respect to BUYER's two (2) parcels to the south of the Property, and a survey endorsement issued by Stewart Title Guaranty Company, of Mount Pleasant, Michigan (the "Title Company"), with an effective date as close as practical to the date of the Contract, with legible record copies of all exceptions, liens or encumbrances listed, evidencing good and merchantable title in SELLER, in the full amount of the Purchase Price, guaranteeing fee simple, insurable merchantable title in the BUYER, subject only to those matters disclosed in the title commitment and not objected to by BUYER as provided herein. BUYER's obligation to close on the purchase of the Property is contingent upon BUYER's ability to obtain such an ALTA title commitment and all endorsements desired or required by BUYER and BUYER's financing. BUYER shall within thirty (30) days after receipt of the title commitment, legible copies of the required documents, and the Survey, raise in writing any objections BUYER may have to the condition or merchantability of SELLER's title. If the BUYER raises any objection to SELLER's title, BUYER shall not be required to close until the SELLER cures the specified defect(s) to BUYER's satisfaction or BUYER agrees in writing to waive the defect(s). If any defect or objection to title is made by BUYER, SELLER shall have thirty (30) days after receiving BUYER's written notice of such defect(s) to cure or remove the specified defect(s) at SELLER's expense with due diligence. If SELLER is unable to remedy or remove such defects after due diligence after thirty (30) days, SELLER shall refund BUYER's Earnest Money Deposit in full termination of the Contract, unless BUYER, in BUYER's sole discretion, agrees in writing to either procure additional title insurance coverage to insure over such defects, at BUYER's sole cost, or BUYER waives such defects in writing, and notifies SELLER of BUYER's intent to proceed to Closing. BUYER and SELLER shall comply with the following procedures relating to the Closing:

(a) SELLER shall execute, acknowledge and deliver to BUYER the required statutory general warranty deed conveying the Property to BUYER, subject only to those terms permitted above, which shall be in form for recording satisfactory to BUYER and the Title Company. Said deed shall include the language specified in Section 23 of this Contract.

(b) SELLER shall execute any and all affidavits and other documents necessary to cause to be furnished and delivered to BUYER, an ALTA owner's title insurance policy (or a marked-up title commitment dated as of the Closing Date and insuring the time gap, if any, between the Closing Date and the date of recording of the statutory general warranty deed to BUYER) issued by the Title Company, insuring good and merchantable fee simple title to the Property in BUYER in a face amount equal to the Purchase Price, and containing no exceptions other than the permitted exceptions referred to above. SELLER shall execute any and all affidavits or other documents necessary to cause the Title Company to (i) delete the Schedule B General Exceptions from such title policy, and (ii) show all taxes paid for the year of Closing (other than current unbilled taxes) and all prior years. Unless waived in writing by BUYER, BUYER's obligation to close shall be contingent upon the commitment and final title policy deleting or endorsing over all general exceptions (including without limitation, parties in possession, gap period (effective date of commitment to date statutory general warranty deed is recorded), encroachments, overlaps, boundary line disputes, matters of survey, easements, mechanic liens, unredeemed tax sales prior to Closing, or unpaid taxes or special assessments not shown as existing by the public records exception). The policy shall be accompanied by such endorsements as are required herein. BUYER shall be responsible for the premiums and endorsement fees for said policy and endorsements.

(c) SELLER shall deliver to BUYER, in form satisfactory to BUYER and the Title Company, a Nonforeign Affidavit complying with Internal Revenue Code Section 1445. If SELLER fails to deliver such Affidavit to BUYER at Closing BUYER may take all steps required or permitted by law, including withholding from the funds due SELLER at Closing ten percent (10%) of the total Purchase Price and paying this sum to the Internal Revenue Service.

(d) If requested by BUYER, SELLER shall execute, acknowledge and deliver to BUYER a recordable quitclaim deed conveying to BUYER all of SELLER's right, title and interest, if any, in any streets, roads, highways or alleys upon, across or adjoining the Property, and covering any discrepancies between the recorded and surveyed legal description of the Property, which shall be in form for recording under the law of the state where the Property is located.

(e) BUYER and SELLER shall provide the Title Company with such information as may be required to report proceeds from the real estate sale on a Form 1099-S or comparable form.

(f) If permissible in the state where the Property is located, the deed conveying the Property to BUYER shall not disclose the consideration paid, and SELLER shall execute and deliver to BUYER the appropriate Real Estate Transfer Tax Valuation Affidavit and/or comparable form required for the SELLER's payment of any applicable federal, state, county or local transfer taxes, documentary fees or conveyance fees due on the sale of the Property.

(g) SELLER shall deliver to BUYER and the Title Company, all other documents reasonably required by BUYER or the Title Company to complete this transaction, including an Owner's Affidavit or Affidavit of Title in form satisfactory to the Title Company. The conveyance documents shall include a statutory general warranty deed, transfer tax declarations, Closing statements, FIRPTA declaration, commercial real estate broker's waiver of lien (if applicable), and any document required by the Title Company or BUYER. SELLER's statutory general warranty deed shall use the legal description for the Property provided by BUYER's Survey.

19. **ZONING:** During the Due Diligence Period, BUYER may elect to submit application(s) to the appropriate governmental authorities any special use permits, variances, and/or rezonings requesting that the Property can be used by BUYER, upon conditions acceptable to BUYER, for the development and use of the Property for all purposes deemed necessary or desirable by the Isabella County Road Commission as its primary facility, including, but not limited to administration building, maintenance building, salt barns, sand barns, and storage and stock piling of equipment and materials. In addition, BUYER may request a zoning variance(s), site plan approvals, special use permit(s), conditional use permit(s), and any other governmental periods, approvals, consents and licenses deemed necessary or

desirable by BUYER during the Due Diligence Period. SELLER shall cooperate fully with BUYER including without limitation executing petitions and/or applications requested by BUYER, attending and giving testimony at any hearings on the petitions or applications. SELLER further agrees to take no action to oppose any rezoning, zoning variances, site plan, approvals, conditional use permits licenses, or special use permits, or other governmental permits and approvals, applied for by BUYER either before or after the Closing Date.

20. **REAL ESTATE BROKERS:** SELLER agrees to pay upon consummation of this sale any broker's commission which SELLER owes to Coldwell Banker (the "Broker"). Each party hereto shall pay the fees of any attorneys or other consultants hired by such party in connection with this Contract. SELLER agrees to defend and indemnify BUYER for any claim for brokerage commissions or finder's fees asserted by any person, firm, or corporation claiming by or through SELLER, including but not limited to the Broker. BUYER hereby represents and warrants to SELLER that BUYER has not dealt with any broker or Realtor, except the Broker, and agrees to defend and indemnify SELLER for any claim for brokerage commissions or finder's fees asserted by any other person, firm, or corporation claiming by or through BUYER, other than the Broker. SELLER shall indemnify and hold BUYER, and BUYER's assigns free and harmless from all losses, damages, costs and expenses, including reasonable attorney's fees, which BUYER, or BUYER's assigns may suffer or incur as a result of any claims or suits brought by any broker or finder in connection with this transaction which was not contracted for by BUYER. The provisions of this paragraph shall survive the termination of this Contract or the Closing of the transaction contemplated herein.
21. **HAZARDOUS SUBSTANCES:** SELLER makes the following representations and warranties regarding the environmental condition of the Property: (i) SELLER has not conducted or authorized the storage, treatment, or disposal on the Property of any hazardous substances, (ii) there are no pending threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release or threat of release, on or in the Property of any hazardous substances, (iii) no governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or has threatened to determine, that there is a release or threat of release on or in the Property of hazardous substances, (iv) SELLER has no communications or agreement with any governmental or quasi-governmental authority or agency (federal, state, or local) or any person or entity, including, but not limited to, any prior owners of the Property of any hazardous substance, and, (v) there are no underground storage tanks located on the Property. For purposes of this Contract, "hazardous substance" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901, et. seq., any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability.
22. **CONDEMNATION:** If all, or any Material Portion or portions of the Property, shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the date of this Contract, SELLER shall promptly notify BUYER in writing. BUYER, within fifteen (15) days after BUYER receives notice of such taking, shall be entitled to declare this Contract null and void upon written notice to SELLER. In the event of such termination, the parties shall have no further rights or liabilities under this Contract and BUYER's Earnest Money Deposit shall be returned forthwith. If BUYER has not notified SELLER of BUYER's election to terminate the Contract, SELLER shall be relieved of the duty to convey title to the portion or portions of the Property so taken, but SELLER shall at Closing assign to BUYER all of SELLER's rights and claims in and to any unpaid awards arising from such taking and credit to BUYER's account of the Purchase Price all awards therefor collected by SELLER. A Material Portion shall be defined as any portion of the Property in excess of One Thousand (1,000) Square Feet.
23. **LAND DIVISION.** SELLER warrants and represents that it will convey the Property in compliance with Section 108 of the Michigan Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. In addition the statutory general warranty deed delivered by SELLER to BUYER at Closing pursuant to this Agreement shall provide as follows:

This Property may be located within the vicinity of farmland or 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.

The Grantor grants to the Grantee the right to make All divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended ("Act").

The Seller will insert the remaining precise number of land divisions remaining under Section 108 of the Act in the blank above the statutory warranty deed to be delivered at Closing.

24. **NOTICES:** All notices required under this Contract shall be deemed to have been given on the date they are delivered personally, on the day after the date on which they were sent by express mail, or two (2) days after the date they were sent by certified mail, return receipt requested, regardless if such notice(s) were actually received, at the respective address of each party set forth, as follows:

If to BUYER: Isabella County Road Commission
Attention: Tony Casali
2261 E. Remus Road
Mount Pleasant, MI 48858
Fax No. (989) 772-2371

With a copy to: Foster, Swift, Collins & Smith, P.C.
Attention: Brent A. Titus
313 S. Washington Square
Lansing, MI 48933
Fax No. (517) 367-7158

If to SELLER:

William T. Ervin
1200 Buckingham Place
Mount Pleasant, MI 48858
Fax No. (989) 779-4290

25. TIME OF ESSENCE: Time is of the essence under this Contract.

26. ASSIGNMENT: This Contract shall not be assignable by either SELLER or BUYER.

27. GOVERNING LAW: It is the intention of SELLER and BUYER that the laws of the State where the Property is located shall govern the validity of this Contract, the construction and interpretation of the rights and duties of SELLER and BUYER, and that venue for any dispute between the parties arising out of this Contract shall rest exclusively in federal court for the County and State where the Property is located, unless the jurisdictional requirements of that federal court are not satisfied in which case venue shall be in the applicable state court for the County and State where the Property is located. Both parties herein waive their right to a jury trial on any litigation arising out of this Contract and BUYER's purchase of the Property from SELLER. The provisions of this paragraph shall survive the Closing and the delivery and recording of the statutory general warranty deed.

28. ENTIRE AGREEMENT: This Contract shall supersede all negotiations between the parties, and the Contract shall be null and void if not executed by SELLER and received by BUYER by 4:30 p.m. EST, day, **September, 2018**. All references to days in this Contract shall refer to calendar days, unless otherwise specifically indicated. When the last day prescribed for a party's act or performance under this Contract falls on a Saturday, Sunday, or legal holiday in the state where the Property is located, the deadline for such act or performance shall be extended to the next business day which is not a Saturday, Sunday, or legal holiday in the state where the Property is located. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Contract may have been prepared primarily by one of the parties, it being recognized that both BUYER and SELLER have contributed substantially and materially to the preparation of this Contract.

29. OTHER PROVISIONS (IF ANY): _____

_____ To the extent of any conflict between the terms, conditions, and/or provisions of this Contract and the Other Provisions, the terms, conditions, and provisions of the Other Provisions shall govern and control. The "Effective Date" of this Contract shall be the date below on which SELLER accepts BUYER's offer to purchase contained herein.

Date: September, 2018

BUYER:

Isabella County Road Commission

WITNESS Mickie G. Olson

By: [Signature]
Its: Manager

WITNESS [Signature]

By: [Signature]
Its: Chair

Date: September 20, 2018

SELLER:

WITNESS *William Swetz*
William SWETZ

William T. Ervin
William T. Ervin

WITNESS *William Swetz*
William SWETZ

Richard S. Ervin
Richard S. Ervin

WITNESS *William Swetz*
William SWETZ

Robert L. Ervin
Robert L. Ervin

WITNESS *William Swetz*
William SWETZ

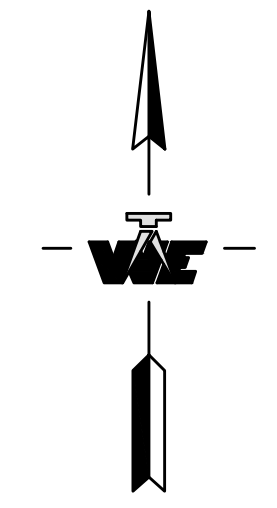
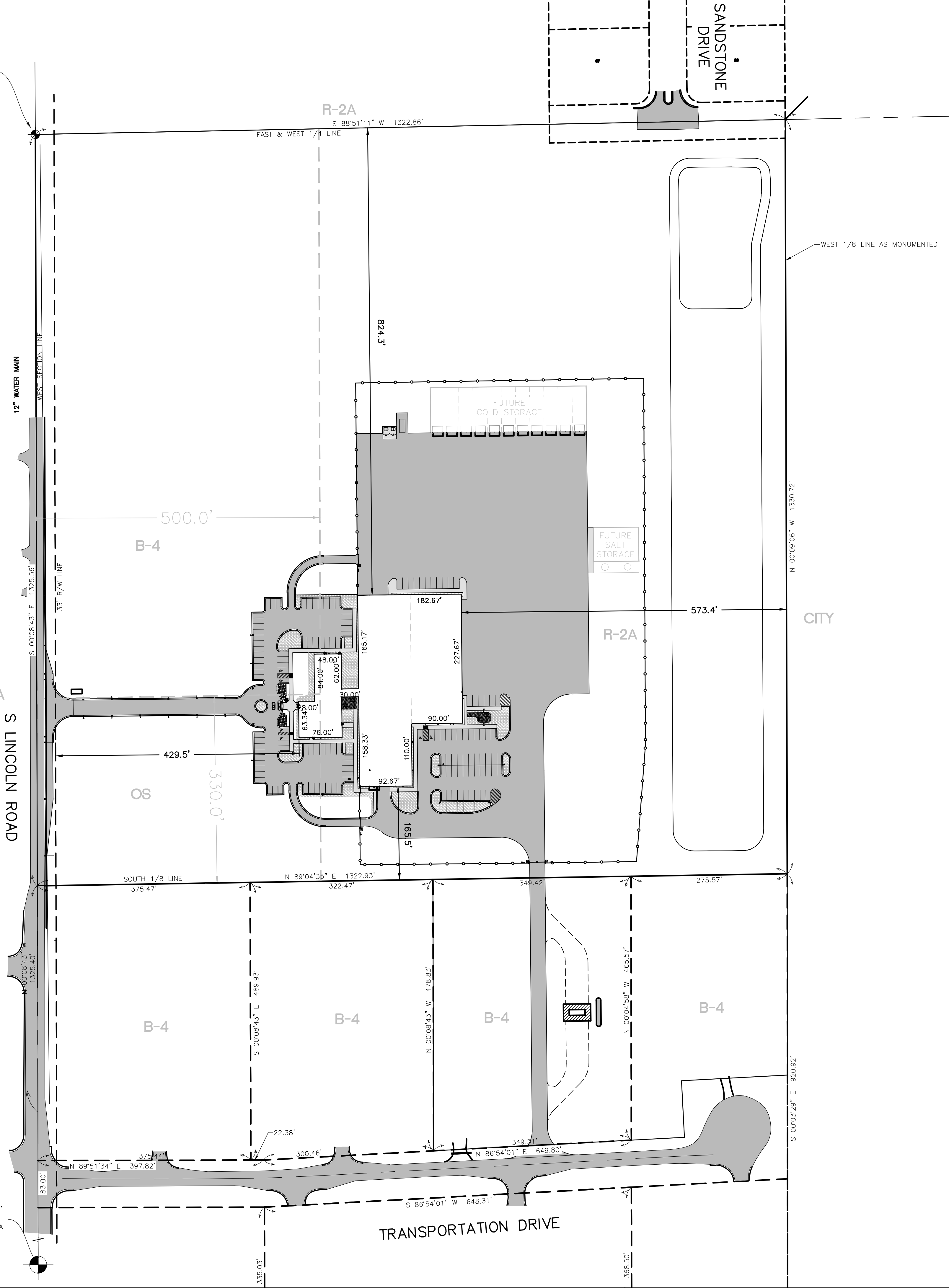
Ronald E. Ervin
Ronald E. Ervin

34515:00001:3838971-1

(E-6) W. 1/4 CORNER, SECTION 16, T14N, R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN.

(E-7) SW. CORNER, SECTION 16, T14N, R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN.

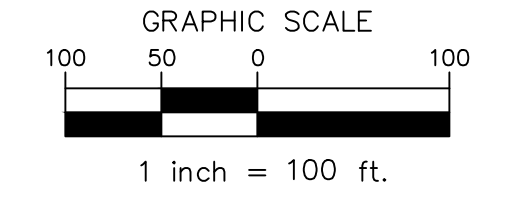
SANDSTONE DRIVE



811
Know what's below.
Call before you dig.

!!! CAUTION !!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN ACCORDANCE WITH MICHIGAN P.A. NO. 174 OF 2013.

- | PROPOSED LEGEND | | EXISTING LEGEND | |
|-----------------|--------------------------------|-----------------|-------------------|
| [Symbol] | STRUCTURE | [Symbol] | CONTOUR - MJR |
| [Symbol] | ASPHALT | [Symbol] | CONTOUR - MNR |
| [Symbol] | CONCRETE | [Symbol] | SANITARY SEWER |
| [Symbol] | GRAVEL | [Symbol] | STORM SEWER |
| [Symbol] | SECURITY FENCE | [Symbol] | WATER MAIN |
| [Symbol] | SANITARY SEWER | [Symbol] | CURB |
| [Symbol] | SANITARY MANHOLE | [Symbol] | ROW |
| [Symbol] | STORM SEWER | [Symbol] | PROPERTY LINE |
| [Symbol] | 4" DIA. STORM MANHOLE | [Symbol] | ASPHALT |
| [Symbol] | 2" DIA. STORM MANHOLE | [Symbol] | SANITARY MANHOLE |
| [Symbol] | 6" DOWNSPOUT | [Symbol] | STORM MANHOLE |
| [Symbol] | STORM CATCH BASIN | [Symbol] | STORM CATCH BASIN |
| [Symbol] | STORM END SECTION | [Symbol] | HYDRANT |
| [Symbol] | WATER MAIN | [Symbol] | WATER VALVE |
| [Symbol] | HYDRANT | [Symbol] | SOIL BORING |
| [Symbol] | WATER MAIN VALVE & BOX | | |
| [Symbol] | WATER SERVICE VALVE | | |
| [Symbol] | LIGHT (WALL BACK/POST MOUNTED) | | |



REVISION	DATE	DRAWN	DESCRIPTION

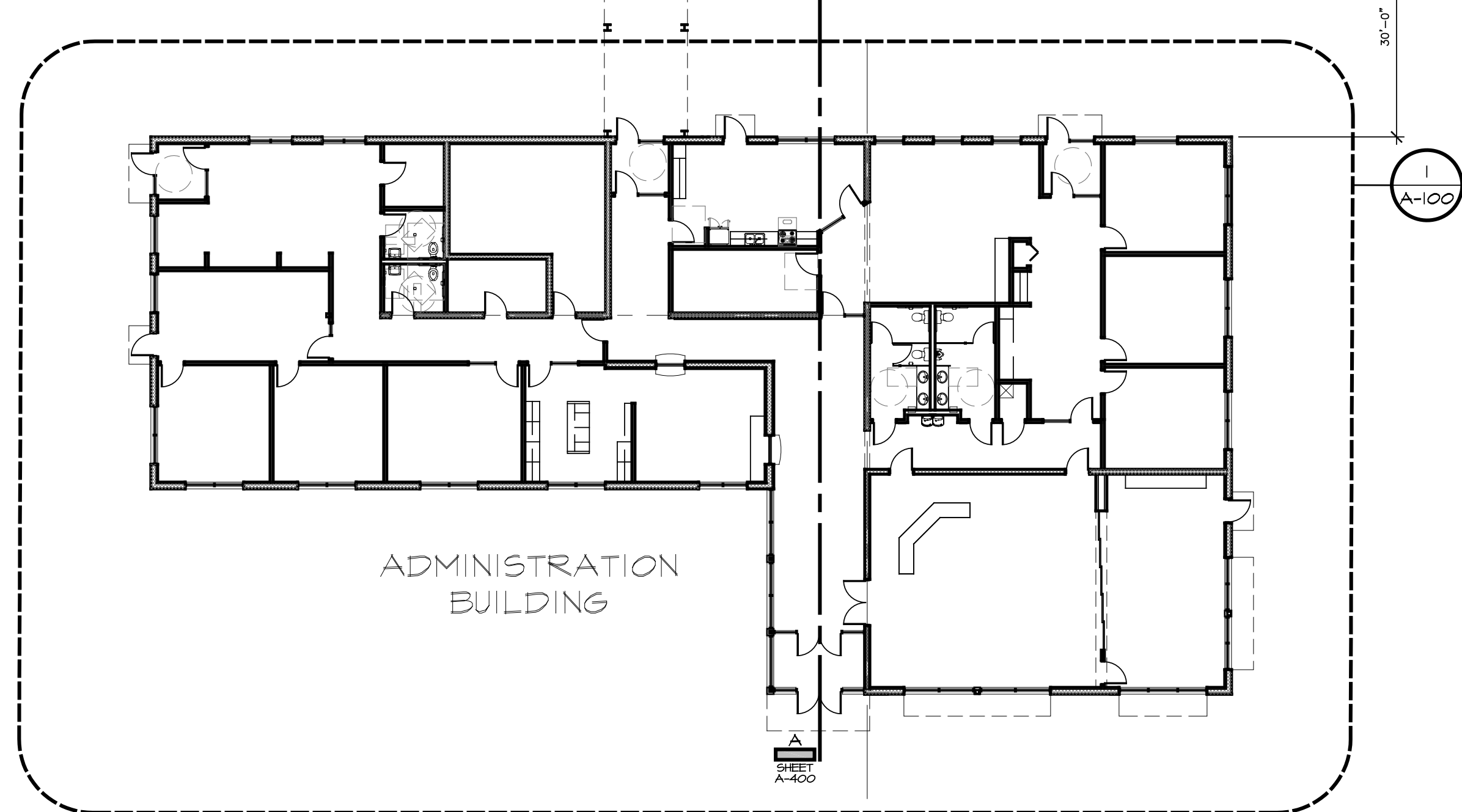
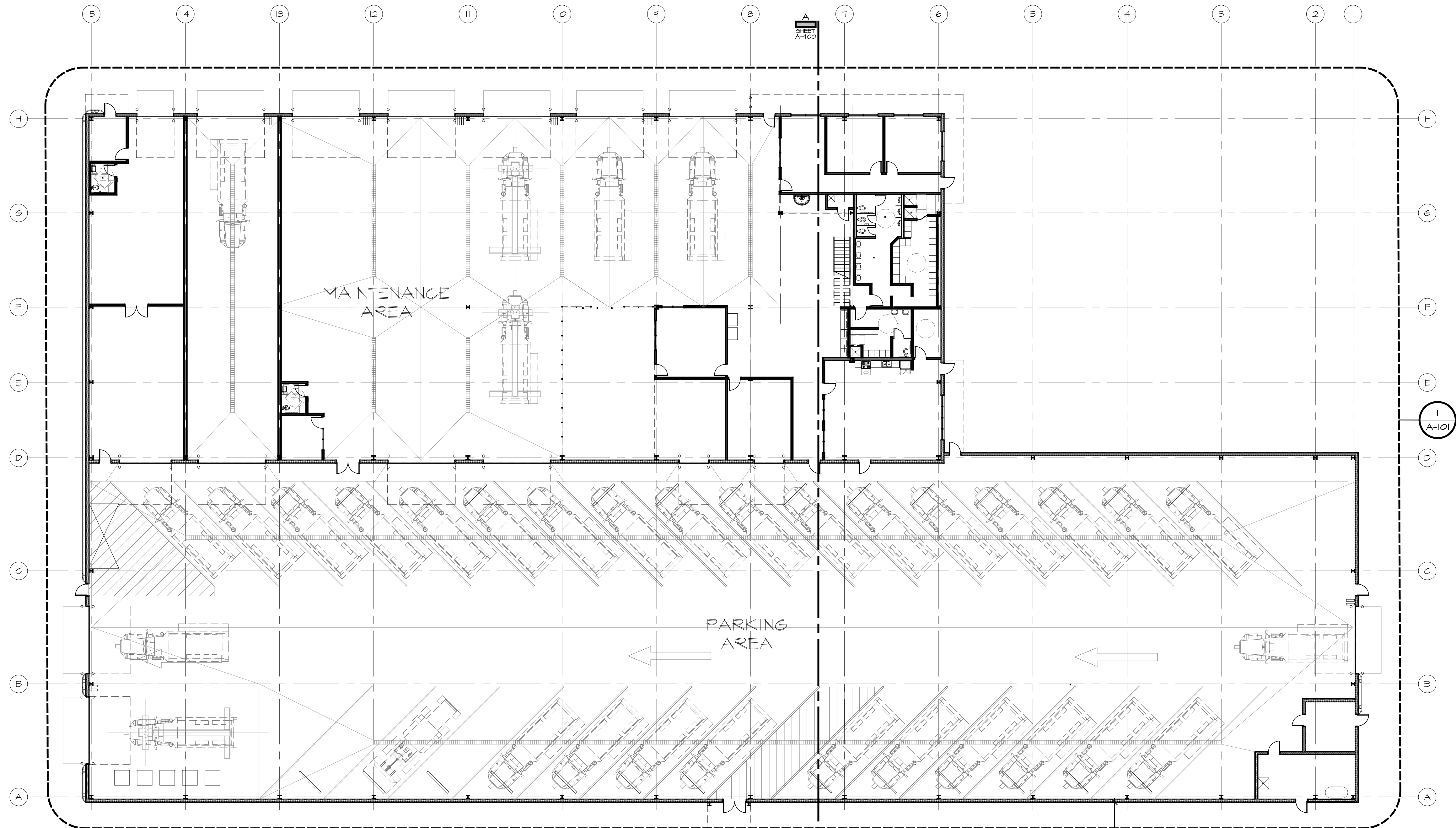
WOLVERINE
Engineers & Surveyors, Inc.
312 North Street
Mason, Michigan 48854
Ph: 317.676.9200
Fx: 317.676.9396
http://www.wolvenet.com

PRELIMINARY

ISABELLA COUNTY ROAD COMMISSION
CITY OF MT. PLEASANT
ISABELLA COUNTY, MICHIGAN

OVERALL SITE LAYOUT

PROJECT	APPROVED	JCW
CHECKED	JCW	TAP
DRAWN	JOB NO.	18-0014
DATE	12/14/2018	SCALE
SCALE	1" = 100'	SHEET NO.
SHEET NO.	SUP	

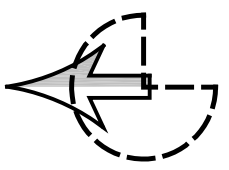


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COMPOSITE FLOOR PLAN

1/16" = 1'-0"



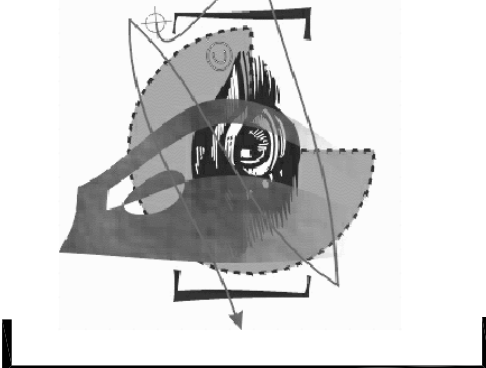
Special Use Permit
DESIGN DEVELOPMENT

11/27/18
11/30/18

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Project Type
NEW CONSTRUCTION

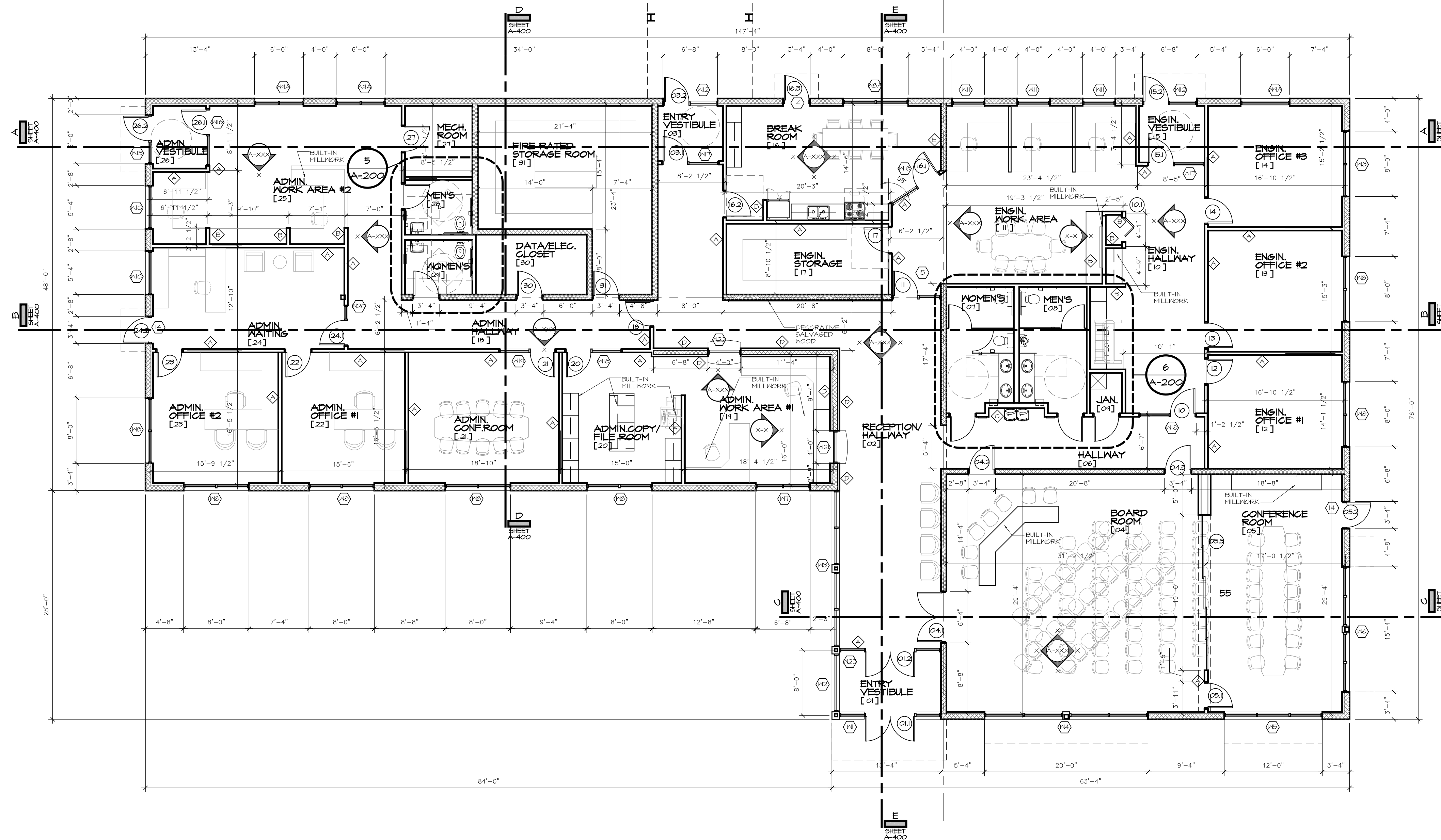
Project
**ISABELLA COUNTY
ROAD
COMMISSION
NEW FACILITY & SITE IMPROVEMENT**

Client
ISABELLA COUNTY

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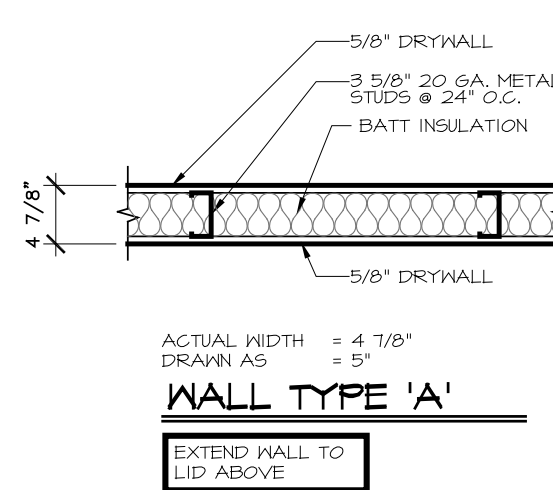
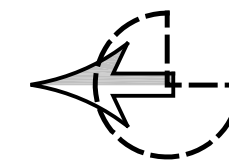
Project Number
18.007

Sheet
A-001

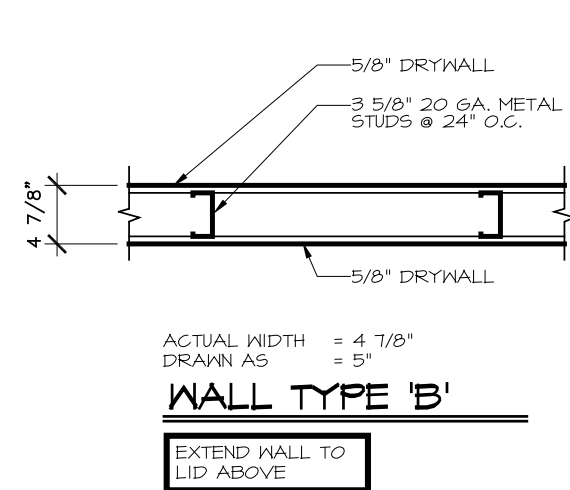


ADMIN. BUILDING FLOOR PLAN

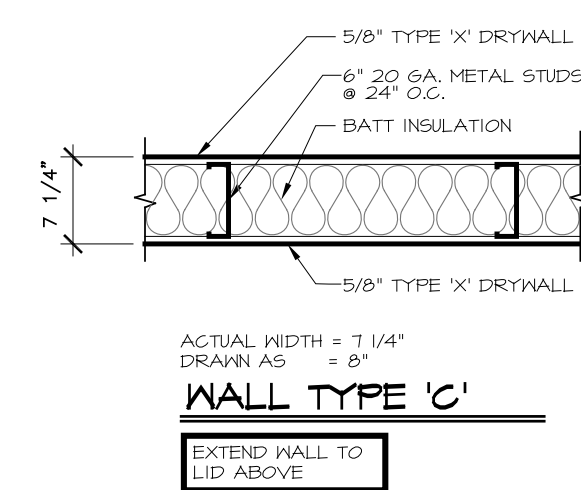
1/8" = 1'-0"



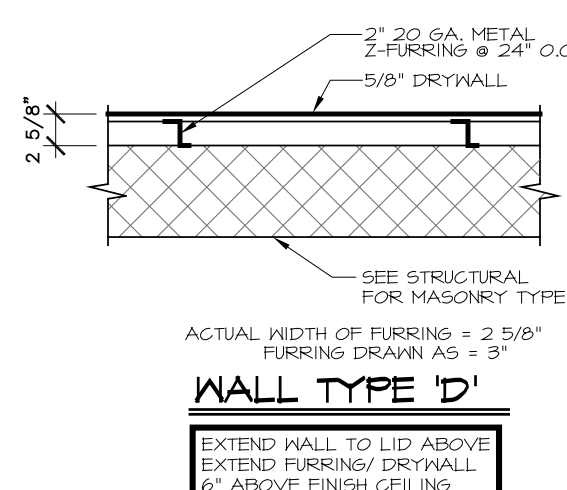
ACTUAL WIDTH = 4 7/8"
DRAWN AS = 5"
WALL TYPE 'A'
EXTEND WALL TO LID ABOVE



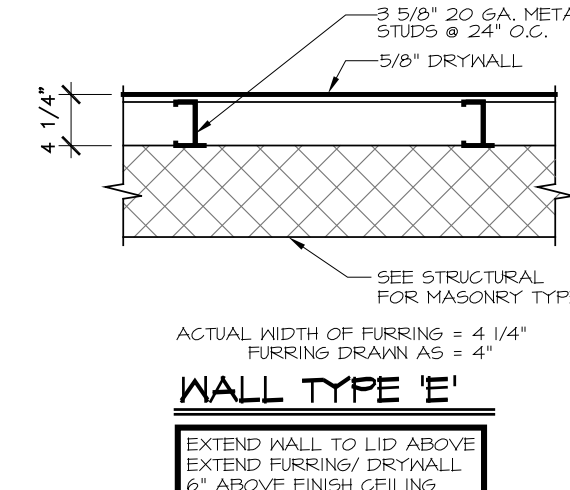
ACTUAL WIDTH = 4 7/8"
DRAWN AS = 5"
WALL TYPE 'B'
EXTEND WALL TO LID ABOVE



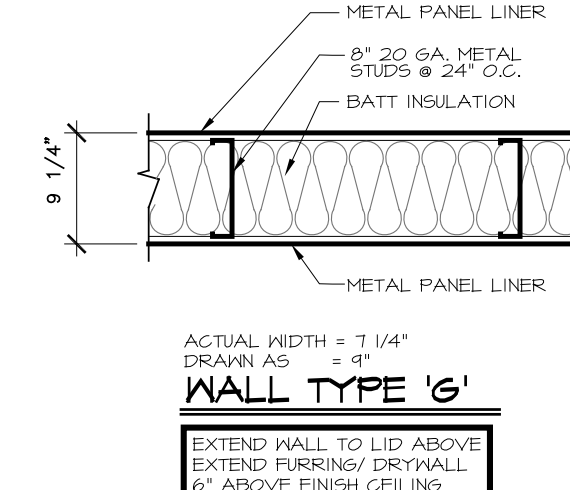
ACTUAL WIDTH = 1 1/4"
DRAWN AS = 8"
WALL TYPE 'C'
EXTEND WALL TO LID ABOVE



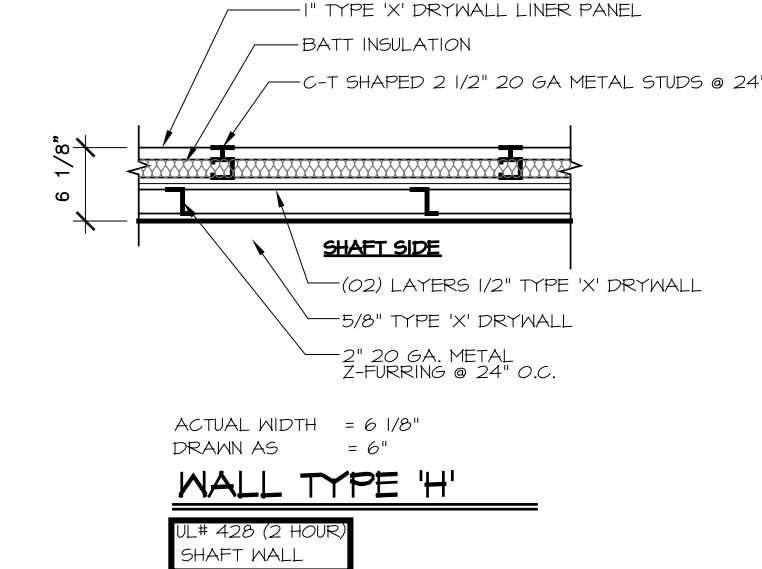
ACTUAL WIDTH OF FURRING = 2 5/8"
FURRING DRAWN AS = 3"
WALL TYPE 'D'
EXTEND WALL TO LID ABOVE
EXTEND FURRING/ DRYWALL
6\"/>



ACTUAL WIDTH OF FURRING = 4 1/4"
FURRING DRAWN AS = 4"
WALL TYPE 'E'
EXTEND WALL TO LID ABOVE
EXTEND FURRING/ DRYWALL
6\"/>



ACTUAL WIDTH = 1 1/4"
DRAWN AS = 4"
WALL TYPE 'G'
EXTEND WALL TO LID ABOVE
EXTEND FURRING/ DRYWALL
6\"/>



ACTUAL WIDTH = 6 1/8"
DRAWN AS = 6"
WALL TYPE 'H'
LID 2\"/>

WALL TYPES

3/4" = 1'-0"

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LEGEND

	WALL CONSTRUCTION DESIGNATION
	WINDOW DESIGNATION
	DOOR DESIGNATION

INITIAL PRICING	
DESIGN DEVELOPMENT	

8/29/18	
11/30/18	

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Project Type
NEW CONSTRUCTION

Project
ISABELLA COUNTY ROAD COMMISSION
NEW FACILITY & SITE IMPROVEMENT

Client
ISABELLA COUNTY

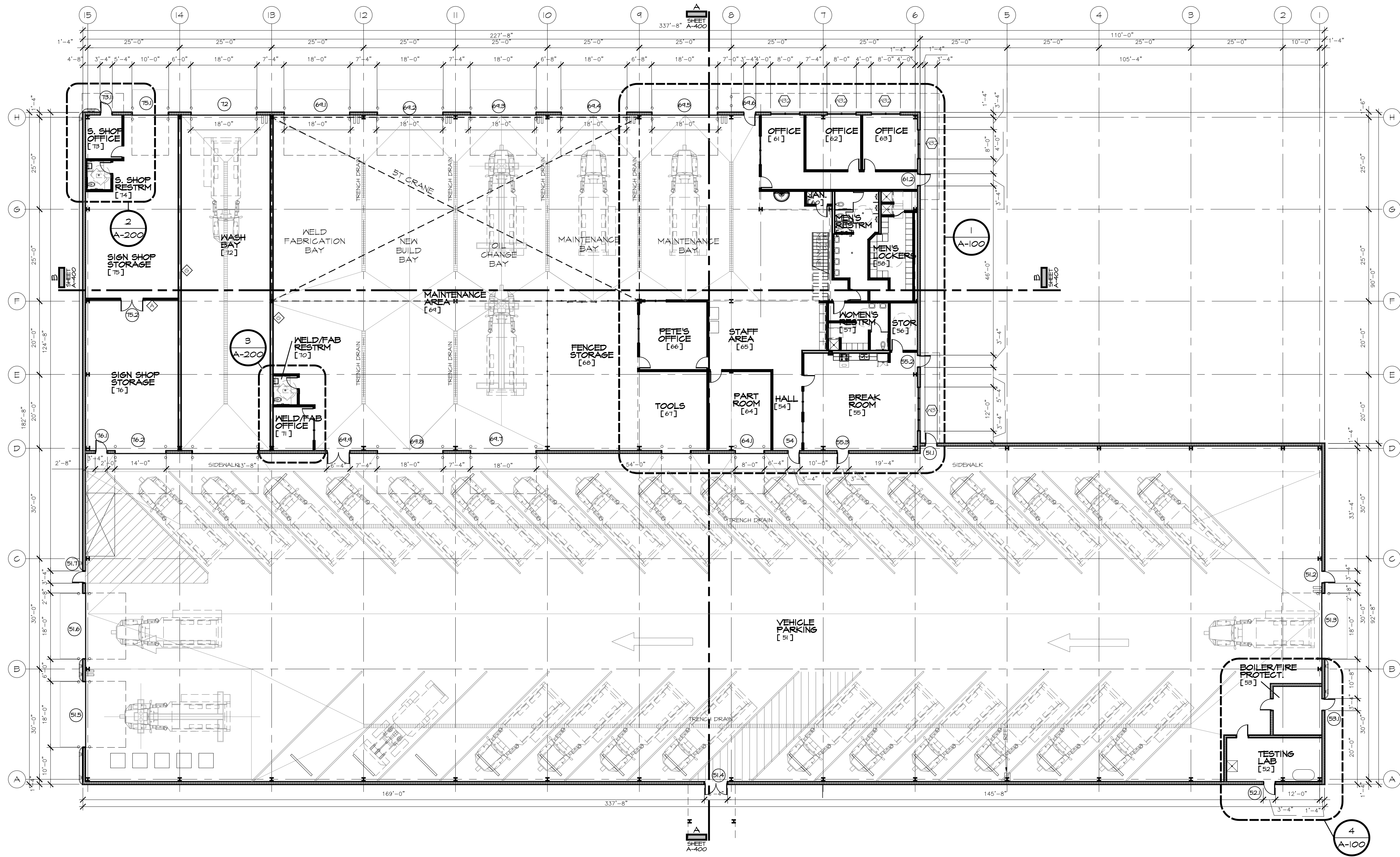
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Project Number
18.007

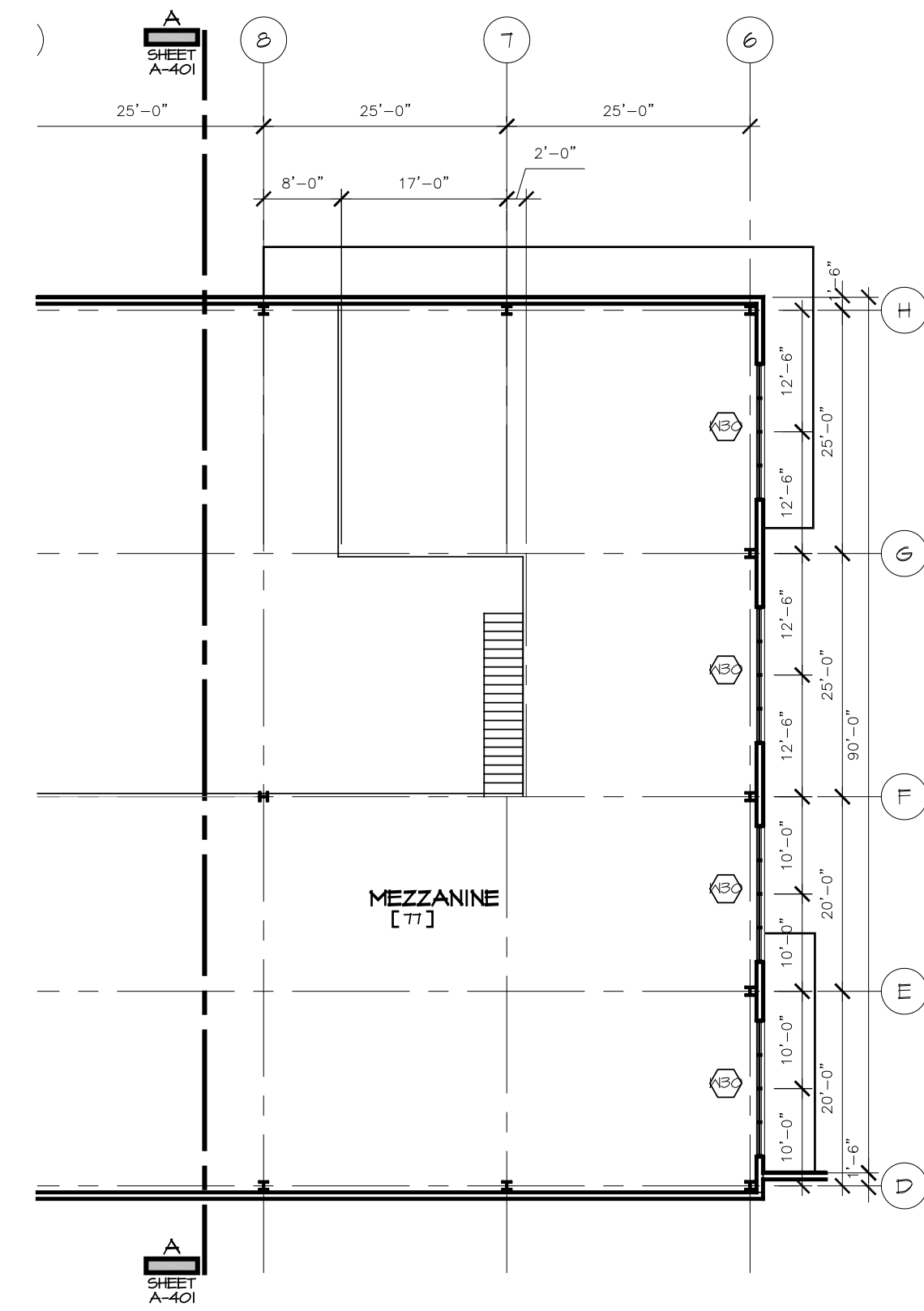
Sheet
A-100

Z:\Projects\2018\18.007\Drawings\18007 ADMIN PL.dwg, 12/14/2018 11:01:43 AM, SophieM

amended



PARKING/MAINTENANCE BLDG FLOOR PLAN
 1/16" = 1'-0"



MEZZANINE FLOOR PLAN
 1/16" = 1'-0"

**PRELIMINARY
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LEGEND

	WALL CONSTRUCTION DESIGNATION
	WINDOW DESIGNATION
	DOOR DESIGNATION

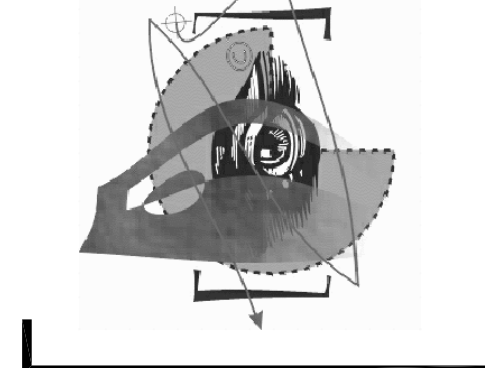
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INITIAL PRICING	
DESIGN DEVELOPMENT	

8/29/18
 1/1/30/18

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Project Type
NEW CONSTRUCTION

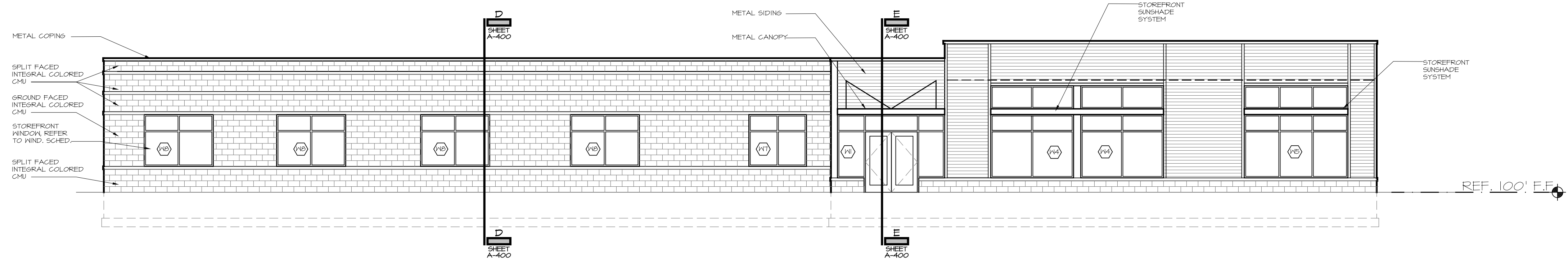
Project
**ISABELLA COUNTY
 ROAD
 COMMISSION
 NEW FACILITY & SITE IMPROVEMENT**

Client
**ISABELLA
 COUNTY**

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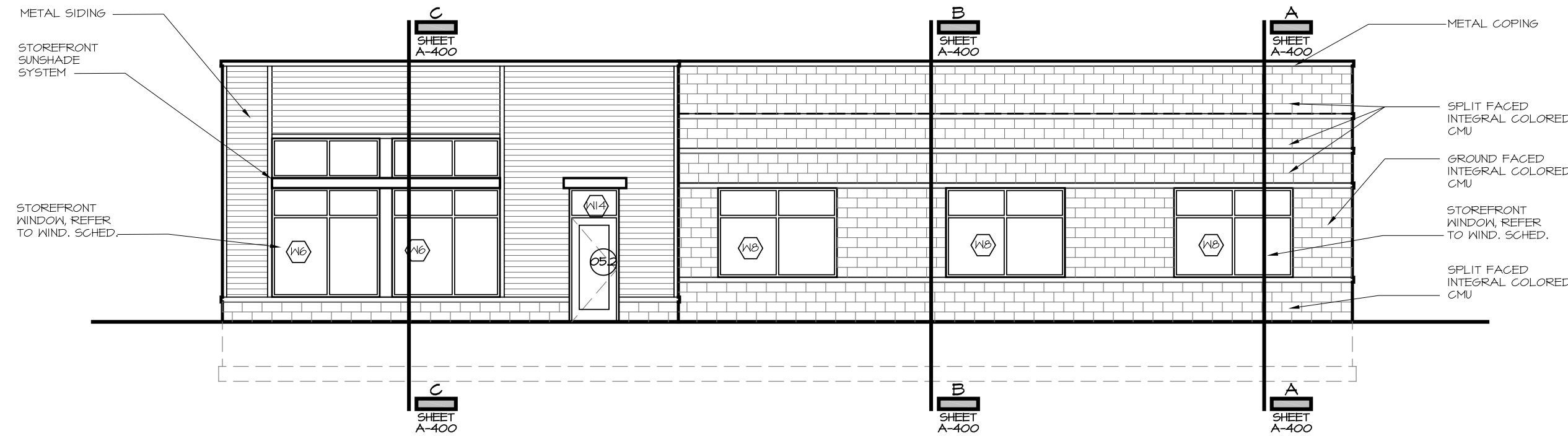
Project Number
18.007

Sheet
A-101



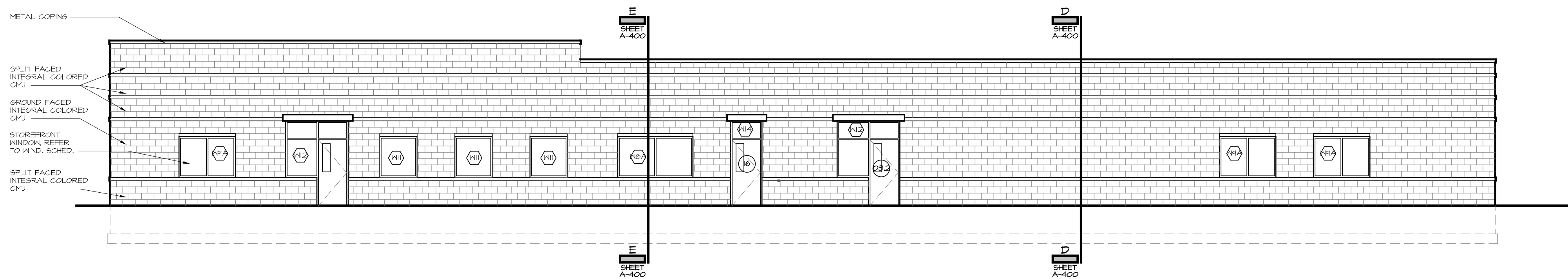
ADMN. BLDG WEST ELEVATION

1/8" = 1'-0"



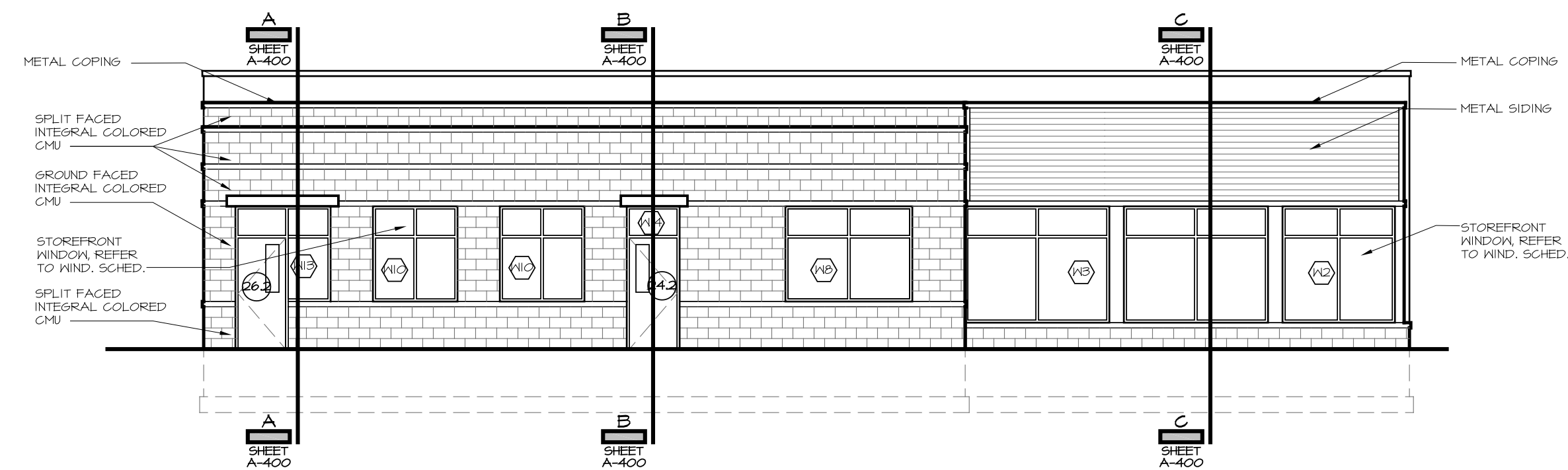
ADMN. BLDG SOUTH ELEVATION

1/8" = 1'-0"



ADMN. BLDG EAST ELEVATION

1/8" = 1'-0"



ADMN. BLDG NORTH ELEVATION

1/8" = 1'-0"

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Project Type
NEW CONSTRUCTION

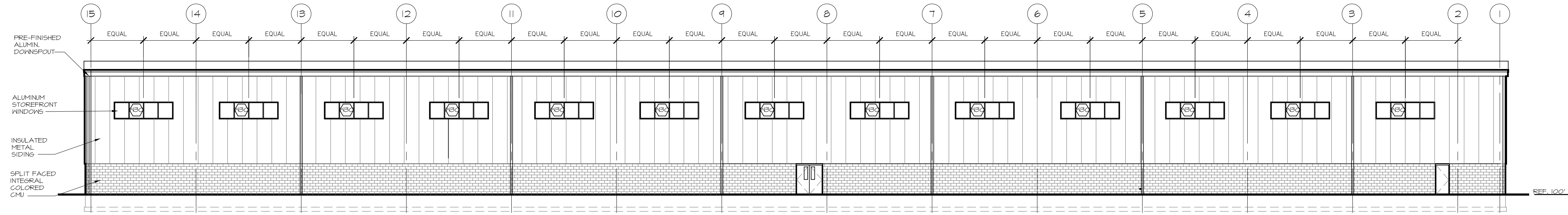
Project
**ISABELLA COUNTY
ROAD
COMMISSION
NEW FACILITY & SITE IMPROVEMENT**

Client
**ISABELLA
COUNTY**

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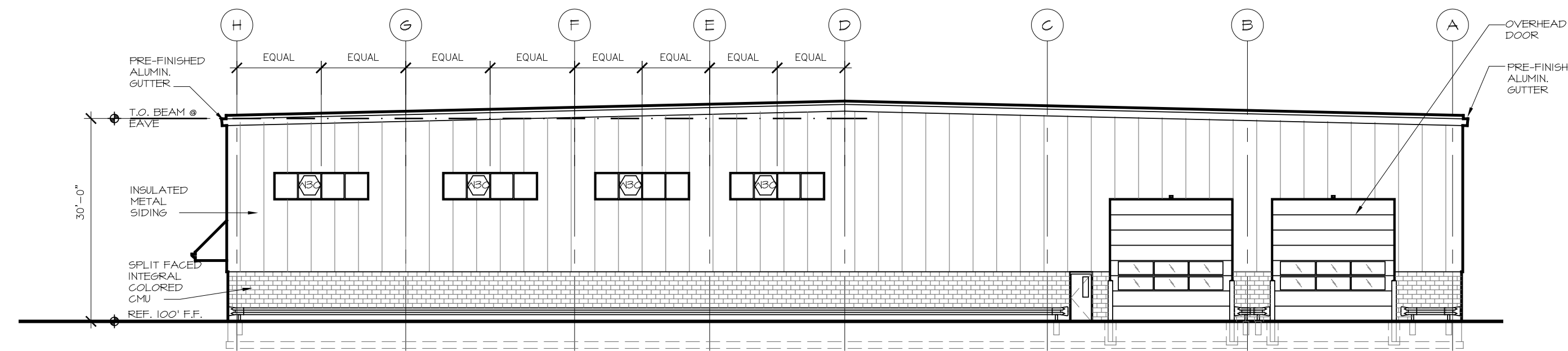
Project Number
18.007

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A-300



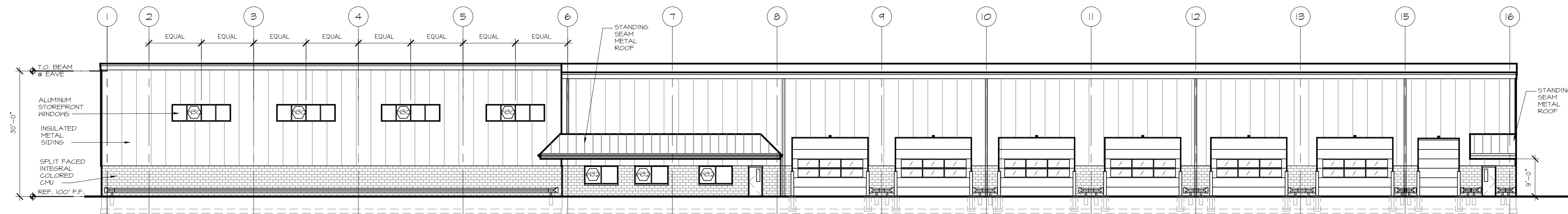
PARKING/MAINTENANCE BLDG WEST ELEVATION

1/16" = 1'-0"



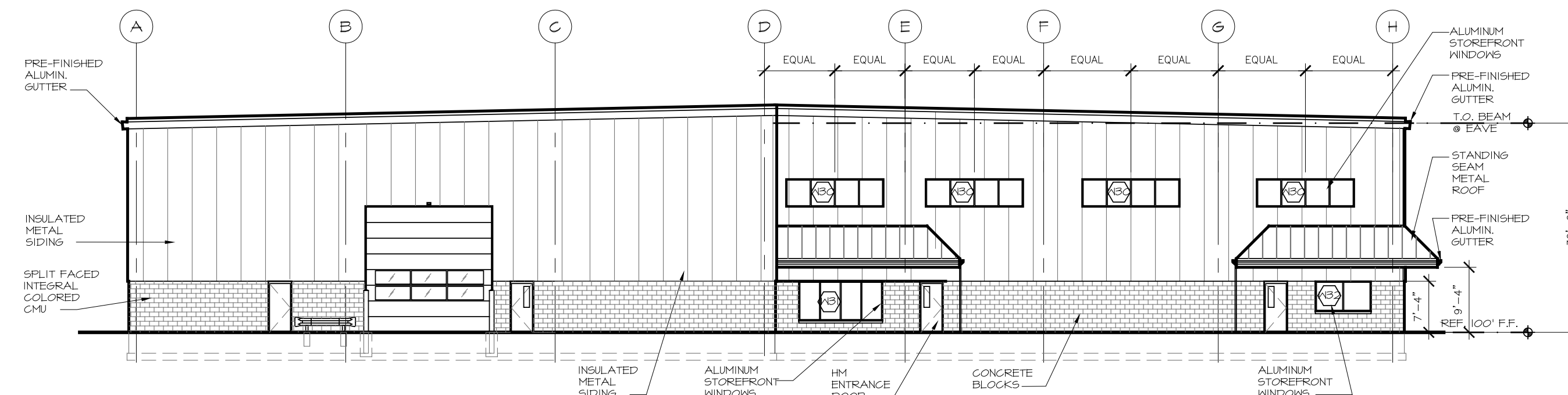
PARKING/MAINTENANCE BLDG NORTH ELEVATION

1/16" = 1'-0"



PARKING/MAINTENANCE BLDG EAST ELEVATION

1/16" = 1'-0"



PARKING/MAINTENANCE BLDG SOUTH ELEVATION

1/16" = 1'-0"

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NEW CONSTRUCTION

Project
ISABELLA COUNTY ROAD COMMISSION
NEW FACILITY & SITE IMPROVEMENT

Client
ISABELLA COUNTY

Project Number
18.007

Sheet
A-301

CHARTER TOWNSHIP OF UNION

Scheduled Meetings for 2019



BOARD OF TRUSTEES: *(Second and Fourth Wednesday of each Month)*

January 9	May 8	September 11
January 23	May 22	September 25
February 13	June 12	October 9
February 27	June 26	October 23
March 13	July 10	November 13
March 27	July 24	November 26 (Tuesday)
April 10	August 14	December 18
April 24	August 28	

ZONING BOARD OF APPEALS: *(First Wednesday of each Month)*

January 2	April 3	July 3	October 2
February 6	May 1	August 7	November 6
March 5	June 5	September 4	December 4

PLANNING COMMISSION: *(Third Tuesday of each Month)*

January 15	April 16	July 16	October 15
February 19	May 21	August 20	November 19
March 19	June 18	September 17	December 17

JOINT MEETING DATE: *(Board of Trustees, ZBA, Planning Commission, EDA, and Sustainability Committee)*

August 27 7:00pm

EDA *(Third Tuesday of each Month)* All meetings begin at 5:15p.m.

January 15	April 16	July 16	October 15
February 19	May 21	August 20	November 19
March 19	June 18	September 17	December 17

SUSTAINABILITY *(Second Tuesday of the Month, Meets Quarterly)* All meetings begin at 4:00p.m.

January 8	April 9	July 9	October 8
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All of the above meetings are to be held at the Union Township Hall, 2010 S. Lincoln Road. All meetings except for the Board of Review, EDA, and Sustainability Committee begin at 7:00 p.m. Minutes and Agendas may be obtained at the Township Hall, during regular business hours. Phone 989-772-4600.