



**Planning Commission  
Regular Meeting  
September 17, 2019  
7:00 p.m.**

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF MINUTES  
- August 20, 2019

5. CORRESPONDENCE / BOARD REPORTS / PRESENTATIONS

6. APPROVAL OF AGENDA

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

8. NEW BUSINESS

A. Public Hearing required SUP 2019-06 Filling Station located at S ISABELLA RD  
MOUNT PLEASANT MI 48858-0000 Owner: MCGARRY ROBERT E & MOTZ  
JAMES & AMY

9. OTHER BUSINESS

A. Continuation of Part II sections 9&10 of Zoning Ordinance Amend/Rewrite

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

11. FINAL BOARD COMMENT

12. ADJOURNMENT

**CHARTER TOWNSHIP OF UNION**  
**Planning Commission**  
**Regular Meeting**

A regular meeting of the Charter Township of Union Planning Commission was held on August 20, 2019 at the Township Hall.

**Meeting was called to order at 7:01 p.m.**

**Roll Call**

Present: Clerk Cody, Darin, Fuller, LaBelle, Mielke, Squattrito, and Webster

Excused: Buckley

Late: Shingles

**Others Present**

Township Planner, Peter Gallinat and Secretary, Jennifer Loveberry

**Approval of Minutes**

**LaBelle** moved **Webster** supported the approval of the June 18, 2019 regular meeting as amended. **Vote: Ayes: 7 Nays: 0. Motion carried.**

**Correspondence / Reports/Presentations**

Board of Trustee updated from Clerk Cody

Webster – Sidewalk Prioritization and Pathway Committee meets again on October 7, 2019 at 7:00 p.m.

Presentation by The Den on Broomfield Site

**Shingles arrived 7:13 p.m.**

**Approval of Agenda**

**Webster** moved **Cody** supported approval of the agenda as amended, postponing C. SPR 2019-09 Lone Maple Development LLC, 5889 Broadway from the Agenda per the applicant's request. Adding Other Business – A. Brief discussion for preparation for the Annual Joint Meeting held on August 27, 2019. **Vote: Ayes: 8 Nays 0. Motion carried.**

**Public Comment – 7:16 p.m.**

No comments were offered.

**New Business**

**A. SPR 2019-07 Renaissance Public School Academy Expansion 2797 S. Isabella Rd.**

Introduction by Township Planner.

Representative of applicant, Joe Fleming, Konwinski Construction stated that Renaissance Public School Academy is proposing to construct a 9,520 sq. ft. expansion.

**LaBelle moved Cody** supported to recommend approval SPR 2019-07 Renaissance Public School Academy Expansion located at 2797 S. Isabella Rd., with the following conditions: site plan approval is obtained from Township Public Service Department, lighting plan is submitted and approved by Township Planner, and confirmation that the ICRC has approval is from the 8/6/19 version of the site plan. **Vote: Ayes: 8 Nays: 0 Motion carried.**

**B. SUP 2019-05 Public Hearing A & K Real Estate Holdings LLC South Park Place S. Park Place, Construction of self-storage facility (Review and recommend approval/denial of special use permit to the Board of Trustees)**

Introduction by Township Planner. Stated that the applicant currently has self-storage buildings located on a I-1 parcel and is proposing to construct additional self-storage buildings on a B-4 parcel to expand the business.

Public Hearing – Open 7:31 p.m.

No comments were offered.

No Written Correspondence was received.

Public Hearing-Closed 7:32 p.m.

Alan Johns, A & K Real Estate Holdings LLC, 1835 S. Nottawa Rd. Deerfield Twp., stated why the special use permit was being sought.

The Planning Commission reviewed section 30.3 (1-10) of the zoning ordinance and 30.4.U Special Uses Permitted – Self-Storage Buildings (1-8).

**Webster moved Shingles** supported to recommend approval of SUP 2019-05 to the Township Board of Trustees, stating that the application does comply the General Requirements for special uses section 30.3A (1-10) and section 30.4U as this is an allowed use in the B-4 district, with the condition that a site plan is obtained and approved. **Vote: Ayes: 8 Nays: 0 Motion carried.**

**C. SPR 2019-10 Mid State Electric 5966 Venture Way**

Introduction by Township Planner. Stated that the applicant has requested provisional relief for sidewalks as the property is zoned I-1. All outside agencies have submitted approval except for ICRC and Township Public Services.

Aaron Liscomb, applicant, stated that he is requesting to pave the existing gravel drives and parking on the east side of the buildings, isle between buildings, and regrade and pave existing paved parking on the north.

**Webster moved Darin** supported to approve SPR 2019-10 Mid State Electric Venture Way located at 5966 Venture way with the following conditions: dumpster is screened per Zoning ordinance and approval is obtained and approved from both Township Public Service and ICRC. **Vote: Ayes: 8 Nays: 0. Motion carried.**

**D. SPR 2019-11 Four Hacks 1425 S Mission (Review Only)**

Introduction by Township Planner stating that this project still needs to go through a preliminary and final plat review before complete. Previously a petition for the abandonment of certain roads and alleys within the Village of the Isabella plat was processed in court. The court ordered plat to be amend the Village of Isabella City Plat which was approved by the Planning Commission and Board of Trustees.

Mark Garber, representative of Four Hacks, stated that a residential development of four (4) two family dwellings is being proposed, stating that this is review only asked Planning Commissioners if they had any concerns with the presented site plan. No action taken.

**Other Business**

Planning Commissioners discussion in preparation for the Annual Joint Meeting Presentation scheduled for August 27, 2019.

**Extended Public Comment Open – 8:33 p.m.**

No comments were offered.

**Final Board Comment**

**Adjournment** – Chairman Squattrito adjourned the meeting at 8:40 p.m.

**APPROVED BY:**

\_\_\_\_\_  
Alex Fuller - Secretary  
Mike Darin – Vice Secretary

*(Recorded by Jennifer Loveberry)*

## Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	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	2/15/2022
6	Stan	Shingles	2/15/2021
7	Ryan	Buckley	2/15/2022
8	Denise	Webster	2/15/2020
9	Doug	LaBelle II	2/15/2022
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- Vice Secretary	Andy	Theisen	12/31/2019
5	Taylor	Sheahan-Stahl	12/31/2021
Alt. #1	John	Zerbe	12/31/2019
Alt. #2	Liz	Presnell	2/15/2021
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2020
2	James	Thering	12/31/2020
3	Bryan	Neyer	12/31/2020
Alt #1	Randy	Golden	1/25/2021
Citizens Task Force on Sustainability (4 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Don	Long	12/31/2020
2	Mike	Lyon	12/31/2020
3	vacant seat		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	12/31/2020
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	4/14/2023
2	James	Zalud	4/14/2023
3	Richard	Barz	2/13/2021
4	Robert	Bacon	1/13/2023
5	Ben	Gunning	11/20/2020
6	Marty	Figg	6/22/2022
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2023
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	Kimberly	Rice	11/20/2020
2 PC Representative	Denise	Webster	8/15/2020
3 Township Resident	Sherrie	Teall	8/15/2021
4 Township Resident	Jeremy	MacDonald	10/17/2020
5 Member at large	Connie	Bills	8/15/2021



Peter Gallinat, Township Planner  
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TO: Planning Commission  
FROM: Township Planner

Meeting 09/17/2019

**NEW BUSINESS**

**SUBJECT: A) SUP 2019-06 Filling Station located at S ISABELLA RD MOUNT PLEASANT MI 48858-0000 Owner: MCGARRY ROBERT E & MOTZ JAMES & AMY**

**Applicant:** Grayling Investors LLC (as authorized by McGarry Robert E & Motz James & Amy)

**Owner:** MCGARRY ROBERT E & MOTZ JAMES & AMY

**Location:** S ISABELLA RD. MOUNT PLEASANT MI 48858-0000

**Current Zoning:** B-4 (General Business District) /B-5 (Highway Business District)

**Adjacent Zoning:** B-4, B-5, R-3A, City of Mt. Pleasant CD-4 (General Urban) & SD-1 (Industrial)

**Future Land Use/Intent:** Bluegrass Center Area: While currently more auto-centric, this area has the potential to transition into a more walkable, vibrant center. Future uses should be integrated to include multi-story, mixed-use buildings; first floor retail and office uses; public use and spaces; entertainment and restaurant venues; and additional attached housing types such as townhouses. Both vehicular and pedestrian cross connections should be promoted between sites, providing for future connections through easements, and should collectively promote a vibrant, livable center to the neighboring university population.

**Current Use:** Vacant

**Reason for Request:** Develop a filling station

**History:** Applicant looking to develop a filling station with drive thru restaurant attached. If approved applicant will develop site plan.

**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. Approving or denying the special use application shall be in accord with the criteria for approval stated in Sections 30.3.A, 30.4.I and such other standards contained in this Ordinance that relate to the special uses under consideration.

**Recommendation from Township Planner**

Approve SUP 2019-06 on the condition that a site plan is approved by the Planning Commission and that all state licenses and permits are obtained.

Twp Planner  
Peter Gallinat

# Carey & Jaskowski

William L. Carey, J.D.  
Richard J. Jaskowski, J.D.

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A Professional Limited Liability Company

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Web Site: [www.carey-jaskowski.com](http://www.carey-jaskowski.com)

August 26, 2019

Charter Township of Union  
Attn: Peter Gallinat, Union Planner  
2010 S. Lincoln  
Mt. Pleasant, MI 48858

Sent via email and overnight mailing

RE: Special Use Permit

Dear Peter:

Pursuant to our earlier discussions, attached please find a copy of the application for Special Use Permit concerning the property located at the intersection of Broomfield Rd. and Isabella Rd. The application has been submitted to you via overnight mail along with the application fee of \$350.00. While our site plan is not yet complete, I have attached a topographic survey as well as a preliminary site plan to assist the Planning Commission with review of our application.

If we have failed to include any necessary information, or if you have any suggestions regarding our application, please contact me. In addition to reaching me at the office, at (989) 348-5232, you may also reach me by cell at (989) 619-2182. Your assistance throughout this process is sincerely appreciated, and I look forward to meeting you in person on September 17, 2019 prior to the Planning Commission meeting.

Sincerely,

Richard J. Jaskowski  
Attorney at Law

RJJ/rah

Encls.

cc: File

*P.S. Peter, we did not receive our preliminary site plan. I will email it to you tomorrow.*

*Thanks, Rich*



**APPLICATION FOR A SPECIAL USE PERMIT**

I (we) Grayling Investors, L.L.C. OWNERS OF PROPERTY AT  
TBD E. Broomfield Rd. LEGAL DESCRIPTION AS FOLLOWS:

Town 14 North, Range 4 West, Section 26; East 371 feet of North 814.2 feet,  
of Northeast 1/4 of Section 26

Respectfully request that a determination be made by the Township Board on the  
following request:

I. Special Use For a filling station

II. Junk Yard Permit

.....  
**Note:** Use one of the sections below as appropriate. If space provided is inadequate, use  
a separate sheet.

I. Special Use Permit is requested for a filling station on the property  
described above

Give reason why you feel permit should be granted: See attached. Applicant believes  
that all conditions pursuant to 30.4.I are met.

II. Junk Yard Permit requirements are:

Location of property to be used \_\_\_\_\_

Zoning of the area involved is \_\_\_\_\_

Zoning of the abutting areas \_\_\_\_\_

.....  
Fees \$350.00 Signature of Applicant *Richard J. Jaskowski*

Grayling Investors, L.L.C.

Date 8/26/2019

By: Richard J. Jaskowski

Its: Vice President

Application for Special Use Permit  
I. Attachment

Grayling Investors, L.L.C. has been organized for the purpose of constructing a co-development gas station, convenience store and fast food restaurant with drive-thru service on the southwest corner of the intersection of Broomfield Rd. and Isabella Rd. The parcel is approximately 6.9 acres, and is under contract for purchase between Grayling Investors, L.L.C. and Sellers.

The parcel is zoned B-4. Section 30.4.I. of the Union Township Zoning Ordinance permits filling stations in the B-4 district. Pursuant to the Zoning Ordinance, while filling stations are permitted in certain districts, prior to establishment of a filling station, a Special Use Permit must be issued.

Grayling Investors, L.L.C. is in the process of finalizing its site plan for submission to the township. At the time that this application is being filed, the site plan is not yet finalized, however for purposes of consideration of the Special Use Permit, Grayling Investors, L.L.C. has attached to this application a topographic survey (Exhibit A), as well as a preliminary site plan (Exhibit B).

Prior to contracting to acquire the subject parcel, Grayling Investors, L.L.C. conducted a market study of the thoroughfares leading to and from Mt. Pleasant. The L.L.C. determined that the subject parcel is located at an underutilized intersection given existing traffic counts, nearby multi-family housing, shopping districts, and industrial centers. The subject site lends itself well to a co-development business model.

As indicated in the attached exhibits, Grayling Investors, L.L.C. proposes to construct an aesthetically pleasing filling station, convenience store, and fast food restaurant. This establishment will provide convenient automobile fuel, food, and sundries for not only nearby residents of multi-family dwellings, but also commuters utilizing Isabella Rd. as an alternate route of Mission Rd. The above services are not currently offered in close proximity to the subject property. The subject property is located adjacent to an existing commercial enterprise, and the proposed use of the subject property will be constructed, operated, and maintained in a manner harmonious with the character of adjacent property and the surrounding area.

Grayling Investors, L.L.C., respectfully requests that the Planning Commission make a recommendation to the Charter Township of Union Board for approval of this application for a Special Use Permit concerning the subject property.

## REAL ESTATE SALES AGREEMENT

This real estate sales agreement (the Agreement) is entered into on May 1, 2019 by and between James A. Motz, a single man, Amy L. Motz, a single woman, Robert E. McGearry, a married man, and The James A. Motz Living Trust, dated May 11, 2017, whose address is c/o Jim Engler, Coldwell Banker, Mt. Pleasant Realty and Associates, 304 E Broadway St Ste 208, Mount Pleasant, MI 48858 (Seller), and Grayling Investors, L.L.C., a Michigan Limited Liability Company whose address is 2373 S. I-75 Business Loop, PO Drawer 665, Grayling, MI 49738 (Buyer), on the terms and conditions set forth below.

1. **Background.** Seller is the owner of a parcel of real property (Subject Property) located in the **City of Mount Pleasant**, Michigan, as described and shown on Exhibit A, which Buyer wishes to purchase consisting of approximately 6.9 acres of land, MLS# 1857381 as shown in Exhibit A. This Agreement sets forth the terms and conditions on which Buyer agrees to purchase the Subject Property from Seller.

2. **Purchase and sale.** Seller agrees to sell the Subject Property to Buyer, and Buyer agrees to purchase the Subject Property from Seller, together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below. If Buyer does not elect to terminate this Agreement during the Due Diligence Period or Conditional Approval Period, this Agreement shall become binding on Buyer to purchase the Subject Property.

3. **Purchase price.** At closing, Buyer shall pay Seller the purchase price for the Subject Property of **Five Hundred and seventy-five thousand (\$575,000)** Dollars in immediately available funds (Purchase Price).

4. **Earnest money deposits.** On Seller signing this Agreement, Buyer shall deposit with an escrow agent of Seller's selection, **\$5,000.00** in certified funds as an earnest money deposit (the Initial Deposit). Escrow Agent will hold and disburse all earnest money as provided below. The Initial Deposit and any Additional Deposits (as subsequently defined), shall constitute a credit against the Purchase Price at closing.

5. **Due Diligence and Conditional Approval time periods.** Buyer shall have the right to conduct a conditional approval review and a due diligence review and secure financing of and for the Subject Property site as follows:

a. Buyer's obligations pursuant to this agreement are contingent upon a satisfactory site inspection by all members of Buyer, within the sole discretion of members, to be accomplished within 15 days of acceptance of this Real Estate Sales Agreement. If on or prior to expiration of the 15<sup>th</sup> day following Seller's acceptance of this agreement, Buyer gives notice to Seller, with a copy to escrow agent, that Buyer elects to terminate this agreement, this agreement will automatically terminate, escrow agent shall return the Initial Deposit to Buyer and neither Seller nor Buyer shall have any further rights or obligations under this agreement except those that expressly survive. If Buyer fails to

give notice within the aforereferenced 15 day period, this condition shall be deemed waived by Buyer.

b. The term Due Diligence Period shall mean the 90 day period beginning with the effective date of this Agreement. If Buyer has not obtained a certified appraisal that supports a valuation of the Subject Property at or above the Purchase Price, and if Buyer has not secured construction and permanent financing of \$3,000,000.00 for its development of the Subject Property by the expiration of the Due Diligence Period, Buyer may elect to extend the Due Diligence Period for up to two additional periods of 30 days each, to provide more time to receive those approvals, for a total of 150 days, by delivering written notice of that election to extend (the Extension Notice) to Seller, and a copy to Escrow Agent. For an Extension Notice to be effective, it shall include (i) any Additional Deposit required as set forth below and (ii) with the first Extension Notice, a written limited waiver by Buyer of issues and conditions with regard to the purchase of the Subject Property such that, following such an election to extend, Buyer will not be permitted to terminate this Agreement for any reason except for: (1) the failure of the local, state, or federal government to authorize any land use approvals, tax credits, or grants required for Buyer's development of the Subject Property; (2) condemnation of the Subject Property; (3) a failure of Buyer to obtain a certified appraisal that supports a valuation of the Subject Property at or above the Purchase Price; (4) a failure of Buyer to obtain construction and permanent financing for the development site as provided above; or (5) Seller's default.

c. As stated above, Buyer may elect up to two 30 day extensions of the Due Diligence Period (for a total of 150 days) by giving Seller and Escrow Agent successive Extension Notices of such an election before the expiration of the then existing Due Diligence Period and, for each extension of the Due Diligence Period, an additional deposit of \$1,000.00 in the form of a certified check. On receipt of a copy of the notice of the first 30 day extension, Escrow Agent shall promptly deliver the Additional Deposit to Seller. On receipt of a copy of the notice of the second 30 day extension, the Escrow Agent shall promptly deliver the second Extension Deposit to the Seller. With the exception of condemnation, a default by Seller, or except as otherwise indicated in this Agreement, the Additional Deposits delivered to Seller by Escrow Agent or the Buyer as set forth above will be the property of and be deemed earned by Seller and, on delivery to Seller, be nonrefundable to Buyer under this Agreement. Notwithstanding anything herein to the contrary, if the transaction described herein is consummated, all earnest money deposits advanced by the Buyer shall be a credit against the purchase price. Except as otherwise set forth herein, and, with exception of the circumstance set forth in paragraphs 5a and 5b above, if the transaction described herein fails to close, then in that event all earnest money deposits are forfeited unconditionally to the Seller and become the property of the Seller. All extension notices are to be delivered prior to the expiration of the Due Diligence Period.

d. If, on or before the expiration of the Due Diligence Period, Buyer gives notice to Seller, with a copy to Escrow Agent, that Buyer elects to terminate this Agreement, this Agreement will automatically terminate, Escrow Agent shall return the Initial Deposit to

Buyer, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement except those that expressly survive. If Buyer fails to give a notice of termination of this Agreement within the Due Diligence Period, Buyer shall be obligated to close on the terms stated in this Agreement without further extensions.

**6. Buyer's access to the Subject Property.** During the Due Diligence and Approval Periods, Buyer and its respective employees, agents, contractors, and invitees shall have reasonable access to the Subject Property for the purpose of inspecting and evaluating same. While Buyer or its employees, agents, contractors, or invitees are on the Subject Property, (a) they shall not unreasonably interfere with any use of the Subject Property by Seller; (b) Seller shall not be liable for any damage, loss, or injury they cause; and (c) Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of their presence on the Subject Property before the closing date. On completion of all such inspections and evaluations, Buyer shall return same substantially to its prior condition.

**7. Closing date and possession.** Buyer and Seller shall close the sale and purchase of within 30 days after the end of the Due Diligence Period. The Closing shall take place at a location mutually agreeable to Seller and Buyer.

**8. Delivery of Documents.** Within 15 days of signing of this Agreement, Seller shall deliver to Buyer a copy of the following documents:

a. a copy of the title insurance commitment for an owner's policy for the Subject Property prepared by an agent of Seller's selection with an effective date after the effective date of this agreement.

b. a copy of the legal description and any pre-existing surveys of the Subject Property. Should Buyer require a new survey, Buyer will acquire same at Buyer's cost. Notwithstanding anything else herein to the contrary, should a survey reveal a legal description or a boundary that is unsatisfactory to Buyer, then Buyer may withdraw from this agreement and transaction without penalty, and receive a refund of all earnest money deposits.

**9. Taxes and assessments.** Current real estate taxes shall be prorated as of the date of Closing between Seller and Buyer based on the due date of the respective taxing authority. However, for purposes of this proration, taxes shall be deemed paid in advance. Seller and Buyer understand and acknowledge that the amount of any past due real estate taxes on the Development Site not paid by the date of Closing may be deducted from the Purchase Price paid at Closing and be paid to the respective taxing authority at Closing.

**10. Form of conveyance.** At Closing, Seller shall grant and convey legal title to the Subject Property to Buyer pursuant to a warranty deed, subject only to (a) the lien of taxes on the Subject Property not yet due and payable; (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment delivered to Buyer as stated above;

(c) those easements, covenants, conditions, and restrictions recorded against the Development Site by Seller;

11. **Condemnation.** If all or any portion of the Subject Property are taken by the exercise of eminent domain or condemnation proceedings before Closing, Buyer may, at its option, terminate this Agreement by giving written notice to Seller and a copy to Escrow Agent. In the event of a condemnation proceeding as a result of which Buyer elects to terminate this Agreement, any deposits paid by Buyer shall be returned to Buyer. In the event of such a termination, this Agreement shall be null and void, and the parties shall have no further rights or obligations under this Agreement. If Buyer does not elect to terminate this Agreement in the event of the exercise of eminent domain, the Buyer shall accept title to the Subject Property without any reduction of the Purchase Price, and Seller shall assign to Buyer at Closing all of Seller's right, title, and interest in and to any resulting condemnation award.

12. **Seller's default.** In the event of any default by Seller that continues without cure for 10 days after delivery by Buyer of notice to Seller, Buyer shall have the right (but not the obligation) to terminate this Agreement by notice to Seller and Escrow Agent within 15 days after the end of the cure period allowed to Seller, and Buyer shall have all available legal remedies, including the right to enforce this Agreement by an action for specific performance. Notwithstanding anything in this Agreement to the contrary, in the event of such a termination, Escrow Agent, if it still holds any Earnest Money deposits, shall promptly return the Deposits it holds to Buyer.

13. **Buyer's default.** In the event of any default by Buyer that continues without cure for 10 days after the delivery by Seller of notice to Buyer, Seller shall have the right (but not the obligation) to terminate this Agreement by notice to Buyer and Escrow Agent within 15 days after the end of the cure period allowed to Buyer, and Seller shall have all available legal remedies.

14. **Closing.** Seller shall prepare the closing documents and deliver them to Buyer for review and approval at least 10 days before closing. At closing, Seller shall be responsible for the payment of the state and county transfer taxes; the title insurance premium to issue a policy pursuant to the title commitment referenced above; at the sole option of the Buyer, Buyer will bear the cost of having a survey of the Subject Property, certified to the Buyer as referenced above; and the costs of any recording fees to record any documents to transfer title. Buyer and Seller shall each pay their own attorney and other professional fees, and each shall pay one-half of any closing costs charged by any closing agent.

15. **Real estate broker.** To the extent a real estate commission or attorney fee is claimed by any individual or entity as a result of its contacts with either Seller or Buyer, the party against and through whom the commission or fee is claimed will indemnify the other party and be responsible for the payment of all costs of defending that claim and, to the extent it is to be paid, the liability for the payment of that commission or fee. All other terms notwithstanding, Seller shall pay the real estate commission related to this transaction. The listing broker and the broker producing the buyer will share the listing commission in a manner of which they shall agree. The listing broker is Coldwell Banker Mt.Pleasant Realty & Associates and the realtor producing the buyer is Jim Engler.

**16. Escrow terms.**

a. On receipt by Escrow Agent of notice from Buyer electing to terminate this Agreement before the expiration of the Due Diligence Period or pursuant to Section 11, if it still holds any earnest money deposits, Escrow Agent shall immediately return the Deposits to Buyer. If this agreement is not terminated, the Initial Deposit shall be delivered to Seller at closing. Notwithstanding the foregoing, on receipt of a written notice signed by both Seller and Buyer, Escrow Agent shall immediately deliver any Deposits as instructed in that notice.

b. Seller and Buyer agree that Escrow Agent assumes no liability under this Agreement except that of the holder of the Initial Earnest Money Deposit and any Additional Deposits. In the event of any dispute whether Escrow Agent is obligated to deliver the Deposits or whether any given disbursement is to be made to Seller or Buyer, Escrow Agent shall not be obligated to make any disbursements but may hold the Deposits until receipt by Escrow Agent of an authorization in writing, signed by both Seller and Buyer, directing the disposition of the Deposits. In the absence of any such authorization, Escrow Agent may hold the Deposits until the final determination of the rights of Seller and Buyer in an appropriate proceeding. If written authorization is not given or proceedings for determination are not begun and diligently continued, Escrow Agent shall have no obligation to bring an appropriate action or proceeding for leave to transfer the Deposits to the authority of a court of competent jurisdiction.

c. Seller and Buyer agree to jointly and severally indemnify, save, and hold Escrow Agent harmless from any liability resulting from Escrow Agent's duties, absent any commission or omission by Escrow Agent amounting to willful misconduct or gross negligence. Seller and Buyer agree to each pay one-half of any fee charged by Escrow Agent for its duties under this Agreement.

d. On disbursement of the Deposits in accordance with the Agreement, Escrow Agent shall be released and acquitted from any further liability under this Agreement, it being expressly understood that Escrow Agent's liability is limited by the terms and conditions set forth above.

**17. Notices.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or facsimile transmission and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Notices to Escrow Agent shall be delivered to the Escrow Agent at its address provided above. Either party or Escrow Agent may change its address by giving notice of the change or a facsimile transmission number to the other two as provided in this section.

**18. Entire agreement.** This Agreement and its exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior agreements with respect to the Subject Property between the parties, whether written or oral,

shall be of no further force and effect. This Agreement may not be modified except by a written document signed by Seller and Buyer.

19. **Applicable law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in **Isabella County, Michigan.**

20. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Seller and Buyer are permitted to assign this Agreement to affiliated business entities that are owned in total by either Seller or Buyer; but neither party may assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which approval shall not be unreasonably withheld.

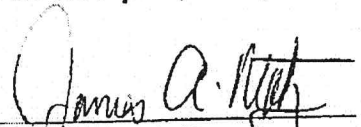
21. **Counterparts.** This Agreement may be executed in one or two counterparts, each of which will be an original and all of which together constitute one and the same document.

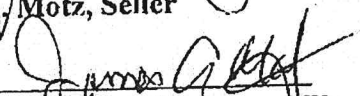
22. **Exhibits.** The following are exhibits to this Agreement: Exhibit A—Legal Description of the Subject Property.

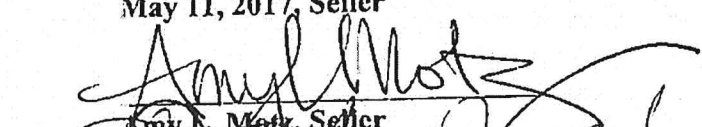
23. **Effective date.** The term “effective date” shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.

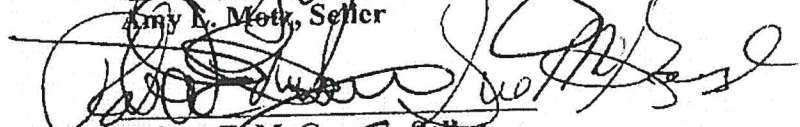
24. **This offer will expire on April 30, 2019 at 5:00 p.m., or upon Seller's receipt of revocation from Buyer, whichever is earlier.**

Dated: 5-3-19

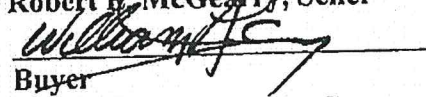
  
James A. Motz, Seller

  
By: James A. Motz, Trustee of The James A. Motz Living Trust, dated May 11, 2017, Seller

  
Amy L. Motz, Seller

  
Robert E. McGearry, Seller

Dated: 5/11/19

  
Buyer  
Grayling Investors, LLC  
By: William L. Carey  
Its: Managing Member



**EXHIBIT A**

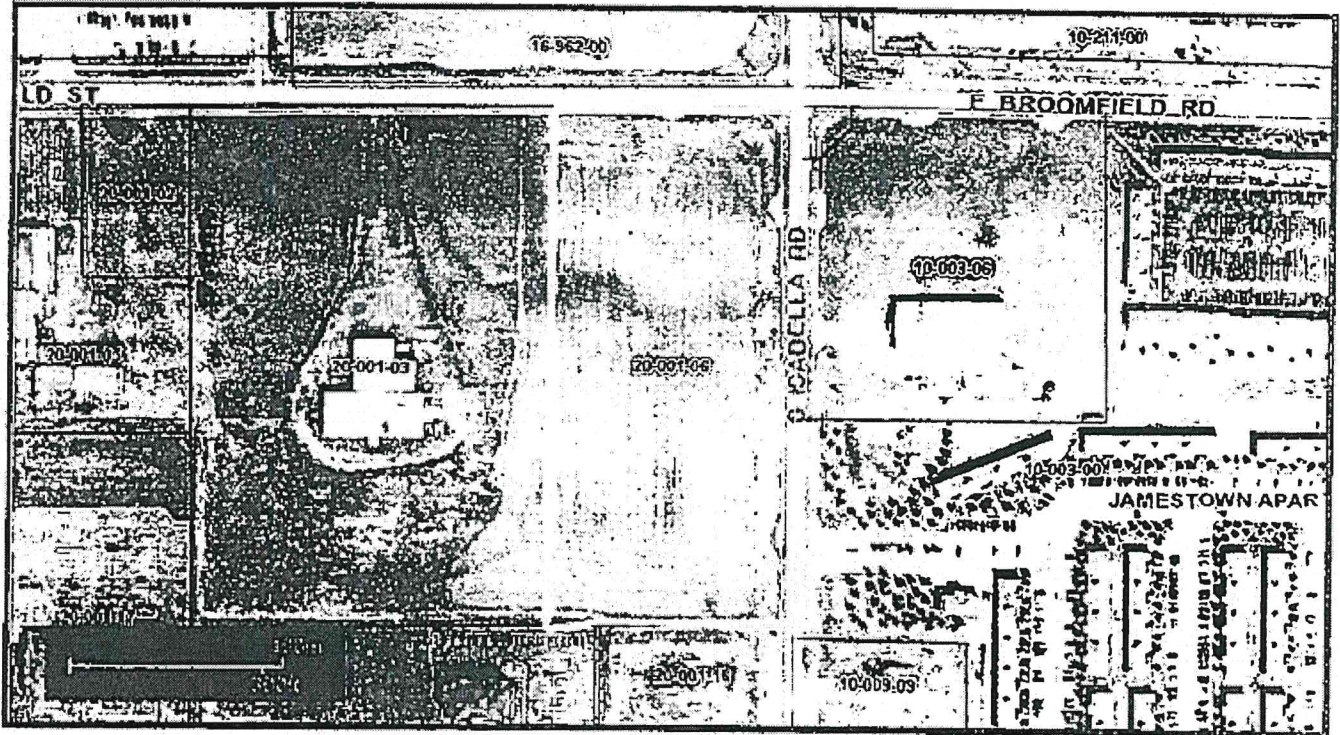


# Isabella County GIS Tax Info

Parcel Report: 14-026-20-001-06

4/22/2019

9:25:54 AM

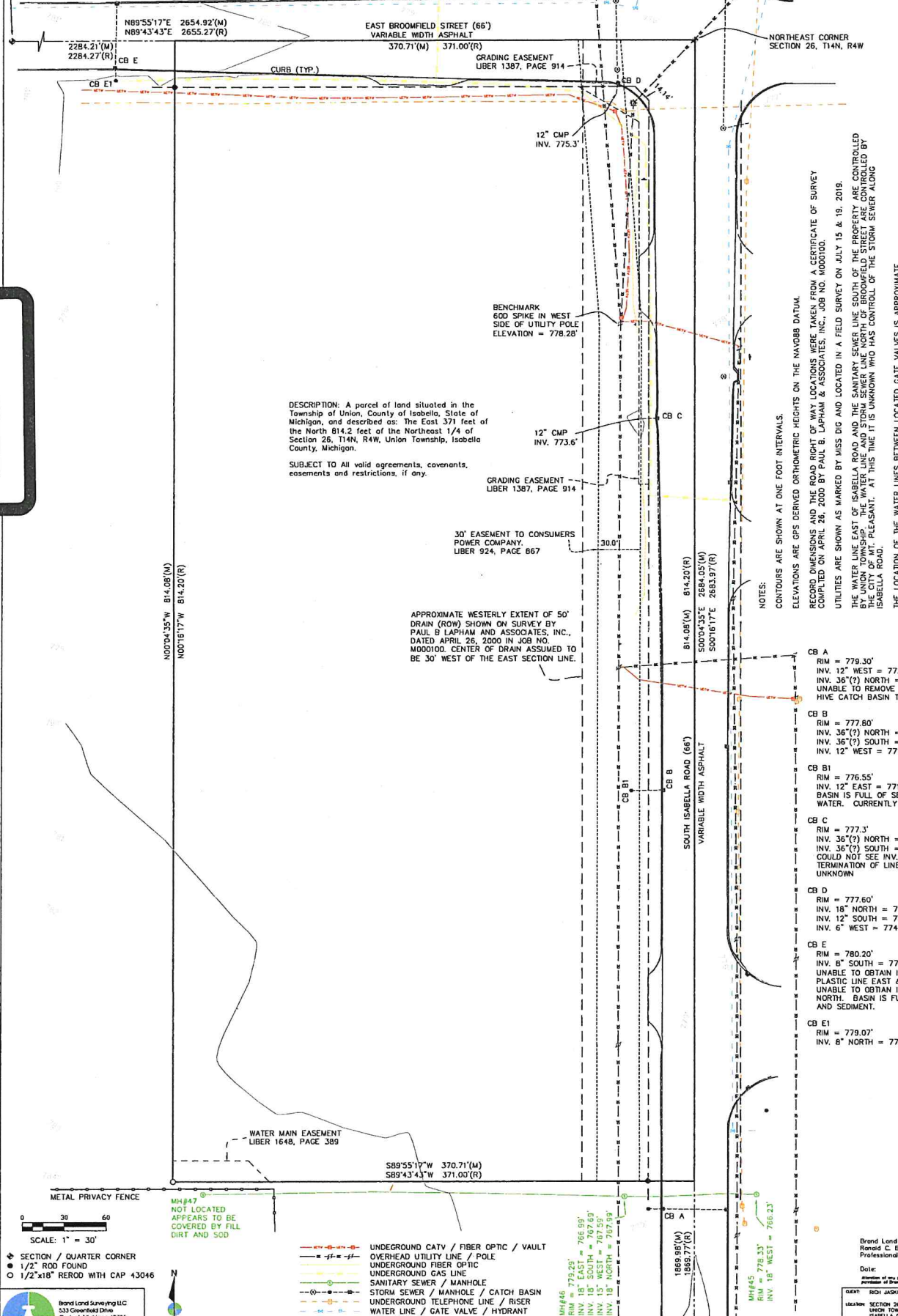


### DESCRIPTION

T14N, R4W, SEC 26; E 371 FT OF N 814.2 FT OF NE ¼ OF SEC 26

TOPOGRAPHIC SURVEY

NORTH 1/4 CORNER  
SECTION 26, T14N, R4W



N89°55'17"E 2654.92'(M)  
N89°43'43"E 2655.27'(R)

EAST BROOMFIELD STREET (66')  
VARIABLE WIDTH ASPHALT  
370.71'(N) 371.00'(R)

NORTHEAST CORNER  
SECTION 26, T14N, R4W

2284.21'(M)  
2284.27'(R)

GRADING EASEMENT  
LIBER 1387, PAGE 914

12" CMP  
INV. 775.3'

BENCHMARK  
600 SPIKE IN WEST  
SIDE OF UTILITY POLE  
ELEVATION = 778.28'

12" CMP  
INV. 773.6'

DESCRIPTION: A parcel of land situated in the  
Township of Union, County of Isabella, State of  
Michigan, and described as: The East 371 feet of  
the North 814.2 feet of the Northeast 1/4 of  
Section 26, T14N, R4W, Union Township, Isabella  
County, Michigan.

SUBJECT TO All valid agreements, covenants,  
easements and restrictions, if any.

GRADING EASEMENT -  
LIBER 1387, PAGE 914

30' EASEMENT TO CONSUMERS  
POWER COMPANY.  
LIBER 924, PAGE 867

APPROXIMATE WESTERLY EXTENT OF 50'  
DRAIN (ROW) SHOWN ON SURVEY BY  
PAUL B LAPHAM AND ASSOCIATES, INC.,  
DATED APRIL 26, 2000 IN JOB NO.  
M000100. CENTER OF DRAIN ASSUMED TO  
BE 30' WEST OF THE EAST SECTION LINE.

N00°04'35"W 814.08'(M)  
N00°16'17"W 814.20'(R)

814.08'(M) 814.20'(R)  
S00°04'35"E 2684.05'(M)  
S00°16'17"E 2683.97'(R)

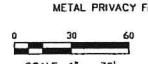
NOTES:

CONTOURS ARE SHOWN AT ONE FOOT INTERVALS.  
ELEVATIONS ARE GPS DERIVED ORTHOMETRIC HEIGHTS ON THE NAVD83 DATUM.  
RECORD DIMENSIONS AND THE ROAD RIGHT OF WAY LOCATIONS WERE TAKEN FROM A CERTIFICATE OF SURVEY  
COMPLETED ON APRIL 26, 2000 BY PAUL B. LAPHAM & ASSOCIATES, INC., JOB NO. M000100.  
UTILITIES ARE SHOWN AS MARKED BY MISS DG AND LOCATED IN A FIELD SURVEY ON JULY 15 & 19, 2019.  
THE WATER LINE EAST OF ISABELLA ROAD AND THE SANITARY SEWER LINE SOUTH OF THE PROPERTY ARE CONTROLLED  
BY THE CITY OF MOUNT PLEASANT. THE WATER LINE AND STORM SEWER LINE NORTH OF BROOMFIELD STREET ARE CONTROLLED BY  
ISABELLA ROAD.  
THE LOCATION OF THE WATER LINES BETWEEN LOCATED GATE VALVES IS APPROXIMATE.  
INVERTS ON SANITARY MANHOLES #45 & 46 ARE TAKEN FROM CONSTRUCTION PLANS AND NEED TO BE VERIFIED.

- CB A  
RIM = 779.30'  
INV. 12" WEST = 772.50'  
INV. 36"(?) NORTH = 770.50'  
UNABLE TO REMOVE LID ON BEE  
HIVE CATCH BASIN TO WEST
- CB B  
RIM = 777.80'  
INV. 36"(?) NORTH = 769.20'  
INV. 36"(?) SOUTH = 769.30'  
INV. 12" WEST = 771.50'
- CB B1  
RIM = 776.55'  
INV. 12" EAST = 771.85'  
BASIN IS FULL OF SEDIMENT AND  
WATER. CURRENTLY NO FLOW EAST
- CB C  
RIM = 777.3'  
INV. 36"(?) NORTH = 773.60'  
INV. 36"(?) SOUTH = 773.60'  
COULD NOT SEE INV. WEST  
TERMINATION OF LINE NORTH  
UNKNOWN
- CB D  
RIM = 777.60'  
INV. 18" NORTH = 773.30'  
INV. 12" SOUTH = 774.90'  
INV. 6" WEST = 774.90'
- CB E  
RIM = 780.20'  
INV. 8" SOUTH = 776.70'  
UNABLE TO OBTAIN INVERT ON 6"  
PLASTIC LINE EAST & WEST  
UNABLE TO OBTAIN INVERT ON LINE  
NORTH. BASIN IS FULL OF WATER  
AND SEDIMENT.
- CB E1  
RIM = 779.07'  
INV. 8" NORTH = 776.97'

WATER MAIN EASEMENT  
LIBER 1648, PAGE 389

S89°55'17"W 370.71'(M)  
S89°43'43"W 371.00'(R)



MH#47  
NOT LOCATED  
APPEARS TO BE  
COVERED BY FILL  
DIRT AND SOIL

- UNDERGROUND CATV / FIBER OPTIC / VAULT
- OVERHEAD UTILITY LINE / POLE
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS LINE
- SANITARY SEWER / MANHOLE
- STORM SEWER / MANHOLE / CATCH BASIN
- UNDERGROUND TELEPHONE LINE / RISER
- WATER LINE / GATE VALVE / HYDRANT
- GUY ANCHOR
- STREET LIGHT SIGN

MH#45  
RIM = 779.20'  
INV. 18" EAST = 766.99'  
INV. 18" SOUTH = 767.69'  
INV. 15" WEST = 767.59'  
INV. 15" NORTH = 767.89'

MH#46  
RIM = 778.33'  
INV. 18" WEST = 766.23'

- ◆ SECTION / QUARTER CORNER
- 1/2" ROD FOUND
- 1/2"x18" REROD WITH CAP 43046

Brand Land Surveying LLC  
533 Covert Road  
Grand Rapids, Michigan 49506  
616-732-8077  
www.brandlandsurveying.com

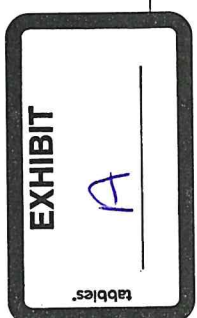


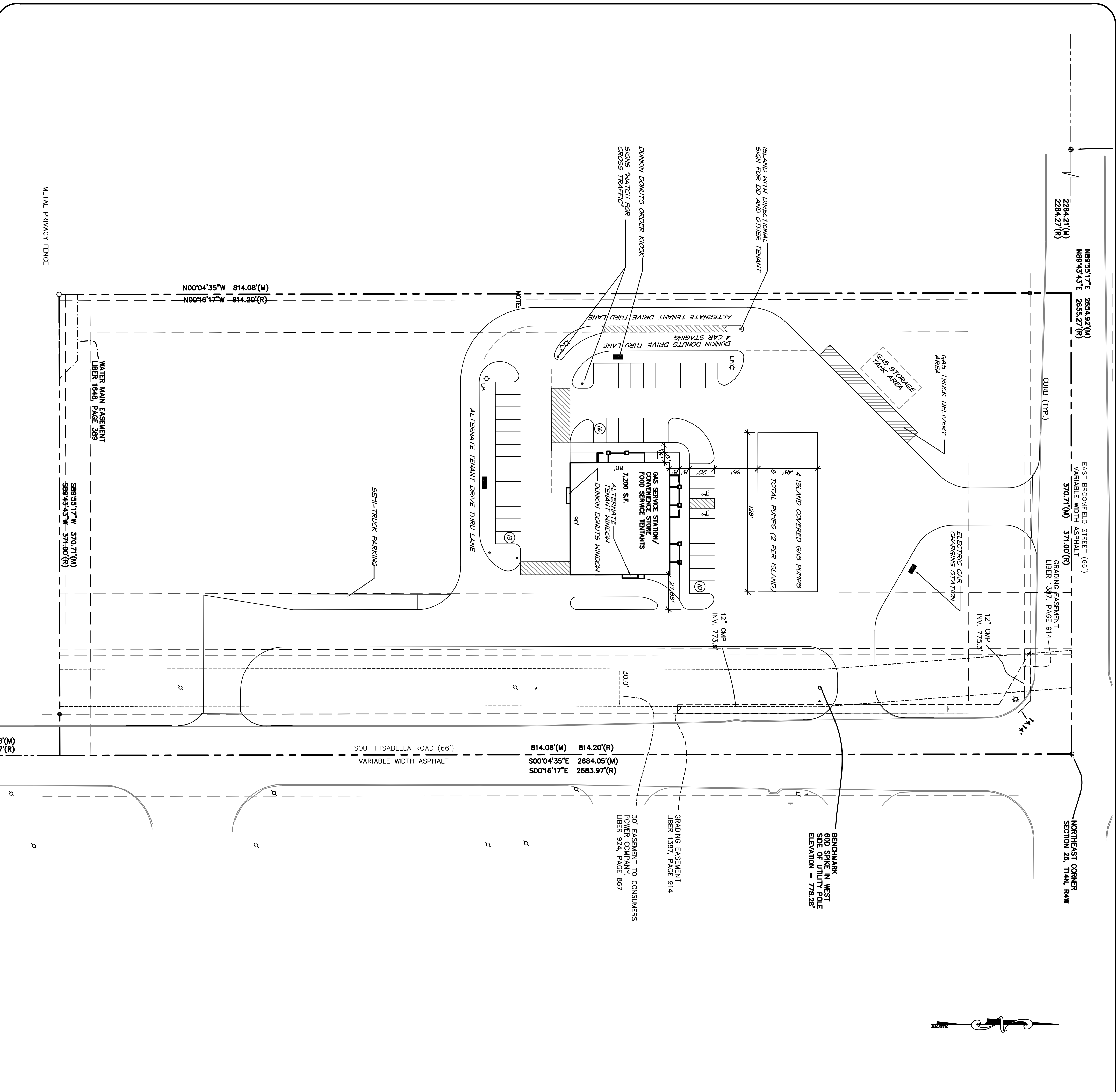
Brand Land Surveying LLC  
Ronald C. Brand  
Professional Surveyor No. 43046

Date:

Client: RICH JACKOWSKI  
Location: SECTION 26, T14N, R4W  
UNION TOWNSHIP  
ISABELLA COUNTY

Date: 8/13/2019 File No: 195154  
Page: 1 of 1





**NOTES**

1. CONTRACTOR MUST CALL "MISS-402" 72 HOURS PRIOR TO THE START OF CONSTRUCTION. (1-800-482-2771)
2. SITE LAYOUT IS PARALLEL TO THE EAST PROPERTY LINE. (CENTRELINE OF ISABELLA ROAD)
3. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION AND DEMOLITION MATERIALS FROM THE SITE.
4. BENCHMARK #1 - 600 SPIKE IN WEST SIDE UTILITY POLE ELEVATION = 778.28
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THESE PLANS. ALL UTILITIES SHALL BE DEPTH MARKED AND WITH THE MUNICIPAL STANDARDS FOR UNION TOWNSHIP.
6. ALL WORK SHALL BE IN CONFORMANCE WITH MOSHIA
7. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH M.U.T.C.S.

**SITE INFORMATION**

**ZONING INFORMATION**

CURRENT ZONING: B-4 & B-5  
 PROPOSED ZONING: GENERAL/HIGHWAY COMMERCIAL  
 SITE REGULATIONS: SECTION 29  
 MINIMUM LOT WIDTH: 80' FEET (370'+ PROP.)  
 FRONT YARD SETBACK = 50 FEET (64'+ PROP.)  
 REAR YARD SETBACK = 25 FEET (60'+ PROP.)  
 MAX. BLDG. HEIGHT = 35'

**PARKING (SECTION 10.2B)**

PARKING REQUIRED:  
 2/2/STALL OF TILING STATION  
 PROPOSED PARKING:  
 6 EMPLOYEES  
 16 TOTAL PUMP STALLS = 16x2 = 32 SPACES  
 TOTAL SPACES REQUIRED = 6 + 32 = 38 SPACES  
 TOTAL CURRENT PARKING REQUIRED = 38 SPACES  
 TOTAL H.C. REQUIRED = 2 SPACES (1 VAN ACCESS)  
 TOTAL H.C. PROVIDED = 2 SPACES (2 VAN ACCESS)  
 TOTAL PARKING PROVIDED = 38 SPACES  
 PARKING SPACES = 20'-10"  
 DRIVE WIDTHS = MIN. 24' WIDE

**LEGEND**

- ① PARKING COUNT
- REGULAR SIDEWALK
- Light Pole

**LANDSCAPING**

ALL LANDSCAPING SHALL BE PER THE UNION TOWNSHIP ORDINANCE REQUIREMENTS

**LIGHTING**

ALL LIGHTING SHALL MEET THE UNION TOWNSHIP ORDINANCE REQUIREMENTS

**SIGNAGE (SECTION 11)**

SIGN SHALL BE FREE STANDING AND SHALL MEET ALL ORDINANCE REQUIREMENTS

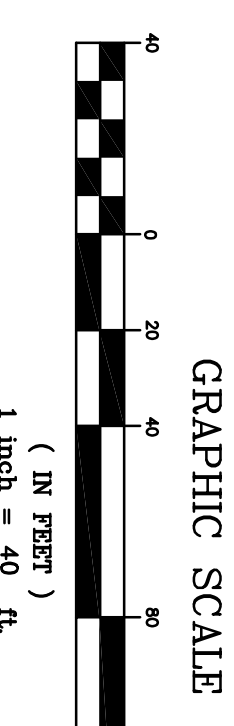
**SEWER AND WATER**

BUILDING WILL BE SERVED WITH PUBLIC SEWER & WATER PER THE LOCAL UTILITY AUTHORITY STANDARDS.

**STORM WATER**

ALL ON-SITE DRAINAGE SHALL BE CONTROLLED AND DETAINED PER ISABELLA COUNTY AND THE UNION ZONING ORDINANCE STANDARDS

**NOTE:**



PREPARED BY:  
**PRACTICAL ENGINEERS, INC.**  
 9091 HELEN WHITE DRIVE  
 LAKE ANN, MI. 48650  
 PHONE: (231) 275-5066  
 FAX: (231) 275-5076  
 pengineer@practical.com

PREPARED FOR:  
**WILLIAM L. CAREY**  
 2373 I-75 BUSINESS LOOP  
 GRAYLING, MICHIGAN

FILE: BASE101-426  
 DESIGNED BY: SKR  
 DRAWN BY: SKR  
 CHECKED BY: SKR  
 DATE: 8/24/19  
 PROJECT NO.: 101.428  
 SHEET NO.: C2.0

**SITE PLAN FOR SPECIAL USE APPLICATION**  
**COMMERCIAL - GAS STATION/FOOD SERVICE**  
 NE CORNER OF ISABELLA & BROOMFIELD  
 MOUNT PLEASANT, MICHIGAN

REVISIONS	
DATE	DESCRIPTION
08/26/19	PRELIMINARY SITE PLAN

## **UNION TOWNSHIP PUBLIC HEARING NOTICE –Special Use Permit**

NOTICE is hereby given that a Public Hearing will be held on Tuesday, September 17, 2019, 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 **Grayling Investors LLC (as authorized by McGarry Robert E & Motz James & Amy)** A special use for a Filling Station in a B-4/B-5 District parcel.

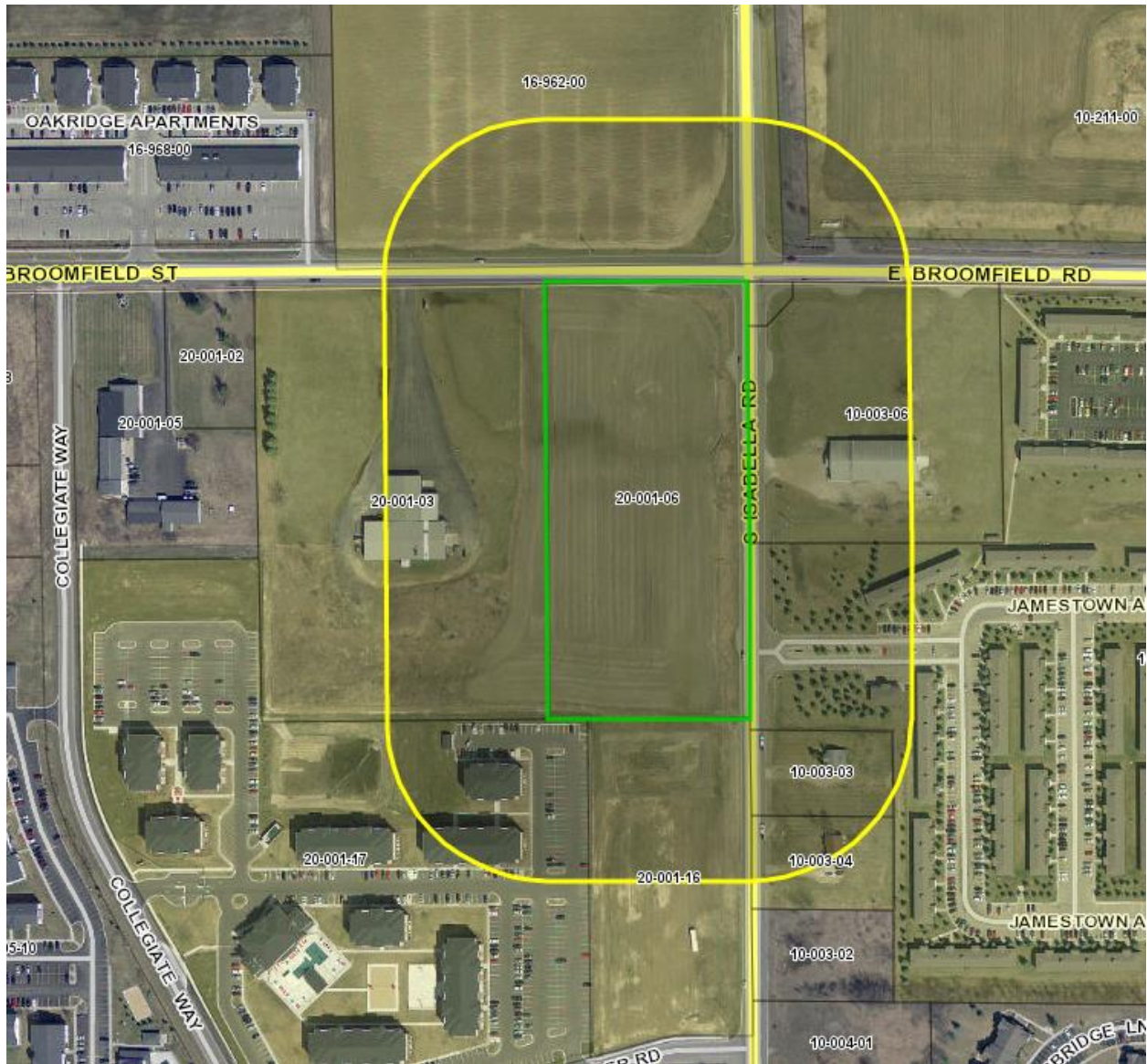
Legal Description of properties: T14N R4W, SEC 26; E 371 FT OF N 814.2 FT OF NE 1/4 OF SEC 26. 03-20-96 PARCEL SPLIT FROM 001-00

These properties located at: S. Isabella Rd. MOUNT PLEASANT, MI 48858  
PID 14-026-20-001-06

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



The subject parcel is highlighted in GREEN. The subject parcel is zoned B-4/B-5. Applicant is seeking a special use for a filling station (gas station) The YELLOW border around the subject parcel represents a 300ft radius. Property owners within this 300ft radius are sent notice of a public hearing for the requested special use.



COYNE LLC  
PO BOX 9  
MT PLEASANT, MI 48804-0009

JAMESTOWN MT PLEASANT APT LLC  
PO BOX 222  
MOUNT PLEASANT, MI 48804-0222

ISABELLA ROAD LLC  
PO BOX 653  
MOUNT PLEASANT, MI 48804-0653

ISABELLA ROAD LLC  
PO BOX 653  
MOUNT PLEASANT, MI 48804-0653

ISABELLA CO ROAD COMMISSION  
2261 E REMUS RD  
MT PLEASANT, MI 48858

PORPOISES' PURPOSE LLC  
4069 S ISABELLA RD  
MT PLEASANT, MI 48858

J4L PROPERTY LLC  
4650 E PICKARD RD  
MOUNT PLEASANT, MI 48858

MCGARRY ROBERT E &  
210 FIRST ST  
SHEPHERD, MI 48883

HSRE-QUAD V HOLDING 2 LLC  
71 S WACKER DR STE 3575  
CHICAGO, IL 60606

HSRE-QUAD V HOLDING 2 LLC  
71 S WACKER DR STE 3575  
CHICAGO, IL 60606

SSG PROPERTIES INC LLC  
711 W PICKARD ST, STE G  
MT PLEASANT, MI 48858

**AFFIDAVIT OF PUBLICATION**  
2125 Butterfield Dr, Suite 102N • Troy MI 48084

**CHARTER TOWNSHIP OF UNION**  
2010 S Lincoln

**Mount Pleasant, MI 48858**  
**Attention: KIM SMITH**

**STATE OF MICHIGAN,**  
**COUNTY OF ISABELLA**

The undersigned Linda Hamlin Linda Hamlin, 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

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Peter Gallinat,  
Township Planner

Published August 31, 2019

**CHARTER TOWNSHIP OF UNION**

**Published in the following edition(s):**

Morning Sun	08/31/19
morningstarpublishing.com	08/31/19

Sworn to the subscribed before me this 14<sup>th</sup> day of Sept 2019



**Notary Public, State of Michigan**  
**Acting in Oakland County**

**JENNIFER A. MOSHER**  
NOTARY PUBLIC, STATE OF MICHIGAN  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES 08/29/2022  
ACTING IN THE COUNTY OF Oakland

**Advertisement Information**

**Client Id:** 531226      **Ad Id:** 1865196      **PO:**      **Sales Person:** 200308



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

- 6) The Site of a Tower shall not serve as a regular place of employment for any employees of the owner or lessee of the Tower.
- 7)..All parking areas shall be located on site and be hard surfaced unless an alternative surfacing material is approved by the Planning Commission.
- 8) Tower structures and communication facilities shall incorporate a color scheme which reduces visual impact.
- 9) The use of guide wires is strictly prohibited. Only monopole towers are allowed.

G. Conservation Areas, Public or Private, and Structures for the Conservation of Water, Soil and Open Space, Forest, and Wildlife Resources, Provided:

- 1. They are located only in AG Districts.

H. Country Clubs and Golf Courses, Provided:

- 1. They are located within AG, R-1, R-2A, R-2B, and R-3 Districts.
- 2. Entrances and exits as specified in Section 30.4.B.2, above.
- 3. A minimum front yard of one hundred (100) feet shall separate all uses, operations, and structures permitted herein, and shall be landscaped in accordance with plans approved by the Planning Commission.
- 4. No principal or accessory building shall be closer than fifty (50) feet from any abutting residentially zoned boundary line or in any event within two hundred (200) feet of any existing residential dwellings located on abutting property.
- 5. Driveways and parking areas as specified in Section 30.4.B.2.

I. Filling Stations for the Sale of Gasoline, Oil, Minor Accessories, and Other Incidental Service, Provided:

- 1. They are only located in AG, B-4, B-5, B-6, or B-7 Districts.
- 2. The curb cuts for access to a filling station shall not be permitted at such locations that will tend to create traffic hazards in the streets immediately adjacent thereto. Entrances shall be no less than twenty-five (25) feet from a street intersection (measured from the road right-of-way) or from adjacent residential Districts.
- 3. The minimum lot area shall be fifteen thousand (15,000) square feet and so arranged that ample space is available for motor vehicles that are required to wait. Filling stations that are intended solely for the sale of gasoline, oil, and minor accessories; having no facilities for repair or servicing of automobiles (including lubricating facilities); may be permitted on lots meeting the minimum lot area requirements of the District they are located in.
- 4. No principal or accessory building shall be closer than fifty (50) feet from any abutting residentially zoned boundary line or in any event within one hundred (100) feet of any existing residential dwellings located on abutting property.
- 5. Driveways and parking areas as specified in Section 30.4.B.2.

6. All lighting shall be shielded from adjacent Districts.

J. Group Day-Care Homes:

1. Group day-care homes are only located within AG, R-1, R-2A, R-2B, and R-3 Districts.
2. The home shall not be located closer than one thousand five hundred (1,500) feet to any of the following:
  - a) Another licensed group day-care home.
  - b) Another adult foster care small group home or large group home licensed under the Adult Foster Care Facility Licensing Act, Act 218 of the Public Acts of 1979.
  - c) A facility offering substance abuse treatment and rehabilitation service to seven (7) or more people licensed under Article 6 of the Public Health Code, Act 368 of the Public Acts of 1978.
  - d) A community correction center, resident home, halfway house, or other similar facility that houses an inmate population under the jurisdiction of the Department of Corrections.

Group day-care homes must have appropriate fencing for the safety of the children in the group day-care home as determined by the Township Zoning Administrator.

Group day-care homes must maintain the property consistent with the visible characteristics of the neighborhood as determined by the Zoning Administrator.

Group day-care homes do not exceed sixteen (16) hours of operation during a twenty- four (24) hour period.

One (1) off-street parking space shall be provided for each employee not residing in the residential home.

One (1) sign announcing the service shall be permitted as regulated in Section 11.7.

K. Hunting Clubs or Gun Clubs, Provided:

1. They are only located within AG Districts.
2. Driveways and parking areas as specified in Section 30.4.B.2.

L. Junk Yards, Provided:

1. They be located within I-2 Districts.
2. They shall be licensed under the provisions of Act 641 of the Public Acts of 1978, as amended.
3. All uses shall be established and maintained in accordance with all applicable State laws.
4. The site shall be a minimum of five (5) acres in size.