

JCPC Case #: \_\_\_\_\_  
(For JCPC Use Only)

# REZONING WORKSHEET FORM



## JACKSON COUNTY PLANNING COMMISSION (COORDINATING ZONING)

Return to: Jackson County Planning Commission • c/o Region 2 Planning Commission • 120 W. Michigan Avenue • Jackson, Michigan 49201

Please submit with the "Zoning Amendment Form" for a district boundary change (rezoning), not a text amendment.

Township of: Leoni Township Case #: \_\_\_\_\_

Township official we may contact: Kerry Dickett Phone #: (517) 936-2290

Applicant: CS Investment Group LLC Phone #: (517) 783-0710

Rezoning Request: From: B4 General Business (B4) To: Light Industrial (ML)

Property Location: Section(s): \_\_\_\_\_ Quarter Section(s):  NW  NE  SW  SE

Legal Description and/or Survey Map/Tax Map (please attach)  Yes  No (Please do not use only the Parcel ID Number)

Parcel Size (if more than one parcel, label "A" - "Z"): 2.86 acres

Please attach location map  Yes  No

What is the existing use of the site? B-4 General Business

What is the proposed use of the site? ML Light Industrial

What are the surrounding uses (e.g.: agriculture, single-family residential, highway commercial, etc.)?  
North: Residential Vacant South: Commercial  
East: Industrial West: Residential

What are the surrounding Zoning Districts?  
North: (RS) Residential South: (B4) Business  
East: (ML) Light Industrial West: (RS) Residential

What is the suggested use of the site on the Township's Land Use Plan map? \_\_\_\_\_

Is municipal water currently available?  Yes  No Will it be made available?  Yes  No If yes, when? \_\_\_\_\_

Is municipal sewer currently available?  Yes  No Will it be made available?  Yes  No If yes, when? \_\_\_\_\_

Does the site have access to a public street or road?  Yes  No If yes, name \_\_\_\_\_

Are there any known environmental constraints on the site?  Yes  No

Wetland(s)  Floodplain(s)  Brownfield(s)  Soil(s)  Other (please specify) \_\_\_\_\_

Please attach the minutes of the Planning Commission.  
 Yes, the minutes are attached.  No, the minutes are not attached.

Please attach copies of any reports, exhibits or other documented provided to the Planning Commission.  
 Yes, copies of documentation are attached.  No, copies of documentation are not attached.

Please attach any public comments, letters, or petitions.  
 Yes, public comments are attached.  No, public comments are not attached.

Please include any additional information or comments as an attachment.

JCPC Case #: \_\_\_\_\_  
(For JCPC Use Only)

# ZONING AMENDMENT FORM



## JACKSON COUNTY PLANNING COMMISSION (COORDINATING ZONING)

Return to: Jackson County Planning Commission • c/o Region 2 Planning Commission • 120 W. Michigan Avenue • Jackson, Michigan 49201

Please submit the Planning Commission meeting minutes and any reports/exhibits the Commission used to make its recommendation with this form. Use a separate form for each proposed zoning change. Please include a legal description/survey with rezoning requests in addition to the Parcel ID Number.

A copy of this form with the JCPC recommendation will be mailed back to the Clerk, who will return a copy to the JCPC with the Township Board Action.

THE Leoni TOWNSHIP PLANNING COMMISSION submits the following proposed zoning change to the Jackson County Planning Commission for its review, comment, and recommendation:

(ANSWER EITHER A or B)

**A. DISTRICT BOUNDARY CHANGE (REZONING):**

(Provide the legal and popular property descriptions, the Parcel ID Number(s), the number of acres, and the section(s) in which the property is located. Attach additional sheets if more space is needed. Attach a map showing all changes and additions.)

2.86 acres

1. The above described property has a proposed zoning change FROM General Business (B4) ZONE TO Light Industrial (ML) ZONE.
2. PURPOSE OF PROPOSED CHANGE: Approved uses of Township Ordinance 2017-3 & 2019-7

**B. ZONING ORDINANCE TEXT AMENDMENT:**

The following Article(s) and Section(s) is amended or altered: ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_

The NEW SECTION reads as follows: (Attach additional sheets if more space is needed.) \_\_\_\_\_

C. PUBLIC HEARING on the above amendment was held on: month August day 19 year 2020

D. NOTICE OF PUBLIC HEARING was published/mailed on the following date: month August day 2 year 2020  
(Notice must be provided at least fifteen days prior to the public hearing.)

E. THE NEWSPAPER (having general circulation in Township) carrying the NOTICE: The Salesman

The PROPOSED ZONING AMENDMENT described herein was duly considered by the Township Planning Commission and will be forwarded to the Township Board with a recommendation to  APPROVE or  DISAPPROVE.

Richard U. Beckwith  Chair or  Secretary \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (enter date)

**JACKSON COUNTY PLANNING COMMISSION (JCPC) ACTION:**

1. Date of Meeting: month \_\_\_\_\_ day \_\_\_\_\_ year \_\_\_\_\_

2. The JCPC herewith certifies receipt of the proposed amendment on the above date and:

- Recommends APPROVAL of the zoning change
- Recommends DISAPPROVAL of the zoning change for the reasons stated in the attached letter.
- Recommends APPROVAL of the zoning change with comments, as stated in the attached letter.
- Takes NO ACTION.

\_\_\_\_\_, Recording Secretary \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (enter date)

**TOWNSHIP BOARD ACTION:**

1. Date of Meeting: month \_\_\_\_\_ day \_\_\_\_\_ year \_\_\_\_\_

2. The \_\_\_\_\_ Township Board herewith certifies that a legally constituted meeting held on the above date and that the proposed amendment  PASSED,  DID NOT PASS, or was  REFERRED ANEW to the Township Planning Commission.

\_\_\_\_\_  
Township Clerk



# Leoni Township Office

913 Fifth Street Michigan Center, Michigan 49254  
PHONE: (517) 764-4694 FAX: (517) 764-1106  
www.leonitownship.com

*PL*  
*350.00*

**PAID**

**JUL 30 2020**

Leoni Township

DATE OF APPLICATION: \_\_\_\_\_

APPLICATION #: \_\_\_\_\_

## APPLICATION FOR ZONING CHANGE or CONDITIONAL USE

TO: PLANNING COMMISSION, LEONI TOWNSHIP

I (We) Hereby make application with the Township of Leoni to:

- Add to or change the text of the Ordinance.
- Change the district boundaries.
- Re-Zone the property to another classification.
- Conditional Use.
- Home Occupation.
- Extending Residential Non-Conforming Use.

1. Applicants Name: CS Investment Group, LLC Phone: (517) 783-0710
2. Address of Property Involved: 4994 Page Ave. Jackson, MI 49201
3. Legal Description of Property: Parcel I.D. 000-14-04-451-011-00 (See Attached)
4. The above property is presently zoned: B-4, General Business District
5. I wish the zoning to be changed from: B-4, General Business District to: ML, Light Industrial District
6. I wish the boundaries to be changed from: N/A to: N/A
7. I wish the change in the text from section: N/A
8. The proposed use(s) and nature(s) of operation is/are: It is the intentions of the applicant to utilize the property in accordance with those approved uses as specified in the Townships Ordinances 2017-3 & 2019-7

**NOTE:** Attach an **ACCURATE SURVEY DRAWING** of said property drawn to scale showing existing and proposed building and structures, the type thereof and their uses, and the distances from property lines.

**I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT I AM THE OWNER OF THE PROPERTY.**

I GRANT PERMISSION FOR MEMEBERS OF THE LEONI TOWNSHIP PLANNING COMMISSION AND/OR TOWNSHIP BOARD TO ENTER THE ABOVE PROPERTY FOR THE PURPOSE OF GATHERING INFORMATION RELATED TO THIS APPLICATION. (NOTE TO APPLICANT: This will not affect any decision on your application.)

**IN CASE OF CANCELLATION OR FAILURE TO APPEAR AT THE HEARING, I UNDERSTAND THAT ALL FEES WILL BE FORFEITED.**

FEE: \$350<sup>00</sup> CK#

[Signature]  
SIGNATURE OF OWNER APPLICANT

\*\*\*\*\*  
PLANNING COMMISSION RECOMMENDATION: Having review the submitted data, hereby recommend the Township Board  
( ) Approve ( ) Disapprove the Application for the following reasons (or with these restrictions) \_\_\_\_\_

DATE: \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_  
SIGNATURE

\*\*\*\*\*  
TOWNSHIP BOARD OF TRUSTEES: Having reviewed the submitted data, hereby ( ) APPROVE ( ) DISAPROVE the application for the following reasons: \_\_\_\_\_

DATE: \_\_\_\_\_

CLERK: \_\_\_\_\_  
SIGNATURE

**TOWNSHIP OF LEONI**

Receipt: 151508

07/30/20

913 5TH STREET  
P.O. BOX 375  
MICHIGAN CENTER, MI 49254

Cashier: TPOTTER  
Received Of: CS INVESTMENT GROUP, LLC

(517) 764-4694  
(517) 764-1106 FAX

The sum of: 550.00

ZON 4994 PAGE AVE REZONE APP

|       |               |
|-------|---------------|
|       | 550.00        |
| Total | <u>550.00</u> |

|       |      |        |
|-------|------|--------|
| CHECK | 1214 | 350.00 |
| CHECK | 1218 | 200.00 |

Signed: \_\_\_\_\_



**PURCHASE AGREEMENT**

Property Address 4990/4994 Page Ave, Jackson, MI 49201

Listing Office: ERA Reardon Realty

Selling Office: Five Star Real Estate

Office License #: \_\_\_\_\_

Office License #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: 5177452654 Fax: \_\_\_\_\_

Listing Agent: Dana Howell

Selling Agent: Tad French

Listing Agent License #: \_\_\_\_\_

Selling Agent License #: \_\_\_\_\_

Phone: 5177406098 Fax: \_\_\_\_\_

Phone: 5177452654 Fax: \_\_\_\_\_

Email: danahowell.dh@gmail.com

Email: TadFrench22@gmail.com

Seller's Agent  Dual Agent  Transaction Coord.

Seller's Agent  Buyer's Agent  Dual Agent  Transaction Coord.

1. **THIS** offer made at AM/PM 07/17/2020 between (Buyer) CS Investment Group, LLC specify marital/legal status: \_\_\_\_\_ Address 250 Robinson Rd., Jackson, MI 49201 and Seller Urbaniak Estate

2. **FOR** the purchase of the property commonly known as 4990/4994 Page Ave City 4994 Page Ave Zip 49201 or described as 000-14-04-451-011-00 located in the Township \_\_\_\_\_ of Leoni \_\_\_\_\_, County of Jackson, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.

Exceptions  Additions: \_\_\_\_\_

3. **PURCHASE PRICE** Three Hundred Seventy Five Thousand Dollars \$ 375000

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows: \_\_\_\_\_

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

**CASH:** The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.

**NEW MORTGAGE:** The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a \_\_\_\_\_ type mortgage for no less than \_\_\_\_\_ years, with a minimum down payment of \_\_\_\_\_% of the purchase price at no more than \_\_\_\_\_% interest per annum. Buyer will supply to Seller a pre-qualification letter within \_\_\_\_\_ calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within \_\_\_\_\_ days of the date of this acceptance.

**LAND CONTRACT:** \$ \_\_\_\_\_ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of \$ \_\_\_\_\_ or more. Interest at \_\_\_\_\_% per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than \_\_\_\_\_ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment  will  will not include taxes and insurance in the monthly payment. Said Contract  will  will not have a due on sale clause. **BUYER**  does  does not request a land contract memo at the Buyer's expense. Additional terms \_\_\_\_\_

6. **HOME SALE CONTINGENCY** This agreement is contingent upon:  NONE

SALE OF  CLOSE OF: \_\_\_\_\_ ADDRESS \_\_\_\_\_

7. **EARNEST MONEY** Buyer herewith deposits \$5000 in the form of Check upon acceptanc as earnest money to be held by American Title Co. \_\_\_\_\_ as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.



Buyer initials

BRS  
07/17/20  
5:47 PM EDT  
date has verified

Buyer initials

Seller initials

Seller initials

Seller initials

Rev 04/2017





**PURCHASE AGREEMENT**

Property Address 4990/4994 Page Ave, Jackson, MI 49201

8. **FORM of Conveyance:**

- A. Seller shall convey and transfer, by  Warranty Deed or  Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
- B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make \_\_\_\_\_ (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 10/26/2020.

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of \$\_\_\_\_\_ for final reading with  Listing Broker  Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.

Seller will escrow the sum of \$\_\_\_\_\_ for final water and sewer bill with  Listing Broker  Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any:  Immediate Possession at Time of Closing

At \_\_\_\_\_ a.m.  p.m.  on the \_\_\_\_\_ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$\_\_\_\_\_ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.

Exceptions: \_\_\_\_\_

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT**, if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents 100 \_\_\_\_\_ % of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the Seller \_\_\_\_\_. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**

**Lead Based Paint:** (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on \_\_\_\_\_, the terms of which shall be part of this agreement.

Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Seller's Disclosure:**

Buyer acknowledges that a Seller's Disclosure statement dated \_\_\_\_\_ has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL: 559.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**

Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by \_\_\_\_\_ at \_\_\_\_\_ expense.  Buyer waives Home Warranty.



Buyer initials BPS

Buyer Initials \_\_\_\_\_

Seller initials \_\_\_\_\_

Seller initials \_\_\_\_\_





**Property Address** 4990/4994 Page Ave, Jackson, MI 49201

16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than ~~10 calendar days~~ after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:**

Connected to community water  Connected to community sewer

Buyer  Seller to furnish a written report stating that the water is potable.  
 by a certified inspector.

Buyer  Seller to furnish a written report that the well system is in good working order.  
 by a certified inspector.

Buyer  Seller to furnish a written report stating that the septic system is in good working order.  
 by a certified inspector.

Buyer waives water/well/septic inspection.

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:**  Buyer  Seller  Buyer waives wood destroying insect inspection - shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

**Mortgage Report** – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's lender only if required by lender. This report shall identify any buildings and improvements on the property as described with no boundary lines established.

**Property Improvement Report** – Buyer shall furnish at Buyer's expense a current property improvement report certified to the Buyer. This report shall identify any buildings and improvements on the property as described with no boundary lines established. (This document can be utilized in situations where the lender does not require a mortgage certificate.)

**Boundary (Stake) Survey** -  Buyer  Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.



Buyer initials BPS 07/17/20 Buyer Initials  Seller initials  Seller initials   
5:47 PM EDT dotloop verified





Property Address 4990/4994 Page Ave, Jackson, MI 49201

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer   Seller

23. **OTHER PROVISIONS:** Purchaser requests 90 days to complete due diligence. Purchaser will have building inspection, phase one environmental completed at purchaser's expense. Sale subject to township approval of property being re-zoned as light industrial. Purchaser will be responsible for cost and application for re-zoning.

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. Buyer gives the Seller until 5:00 pm AM/PM 07/20/2020, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

*Byron P Schroeder* dotloop verified 07/17/20 5:47 PM EDT QM84-9PFO-E7TL-TTUC

BUYER

BUYER

CS Investment Group, LLC  
Print Buyer's Legal Name

Print Buyer's Legal Name

27. **Seller's Response:**

AM/PM

ACCEPT  REJECT  ACCEPT AS FOLLOWS: \_\_\_\_\_

and Seller gives the Buyer until \_\_\_\_\_ AM/PM \_\_\_\_\_, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER

SELLER

SELLER MARITAL STATUS

28. **Buyer's Receipt and Acceptance of Changes:**

AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

ACCEPT/ACKNOWLEDGEMENT  REJECT  EXCEPT: SEE ADDENDUM: \_\_\_\_\_

BUYER

BUYER

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS®. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS® is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.





ADDENDUM TO:  PURCHASE AGREEMENT  
 LISTING CONTRACT  
 LEASE AND/OR OPTION AGREEMENT

ADDENDUM NO. 2 Counter Offer

DATED 07/20/2020

THIS ADDENDUM IS ATTACHED TO AND MADE A PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDERSIGNED PARTIES DATED 07/17/2020,  
COVERING PROPERTY LOCATED IN THE Township,  
OF Leoni, COUNTY OF Jackson,  
STATE OF MICHIGAN, COMMONLY KNOWN AS 4990/4994 Page Ave, 4994 Page Ave, MI 49201

\*\*\*\*\*  
IT IS AGREED AND UNDERSTOOD THAT ANY ADDITIONS OR CHANGES SHOWN BELOW SUPERSEDE THE ORIGINAL AGREEMENT/CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Closing to take place after all contingencies have been removed.

Possession of storage building (north section of building) and salon area to be at closing.

The south end of building which is currently being used to have a possession date 60 days after closing.

RESPOND BY 07/21/2020 5:00 pm

BUYER(S)  SELLER(S) Byron P Schroeder dotloop verified 07/20/20 12:44 PM EDT 8KCU-7JDZ-TDNN-A5T2 \_\_\_\_\_  
Signature Signature Date

RESPONSE:

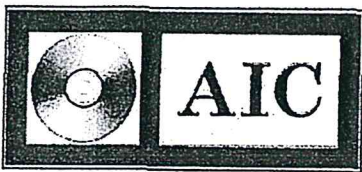
ACCEPT  REJECT  EXCEPT: SEE ADDENDUM \_\_\_\_\_

BUYER(S)  SELLER(S) Bethany McGuire dotloop verified 07/21/20 1:43 PM EDT 5JGY-ZVJN-30YH-JDC0 Matthew Hebanick dotloop verified 07/21/20 1:45 PM EDT LNMH-24CX-MUDL-EZNZ \_\_\_\_\_  
Signature Signature Date

\_\_\_\_\_  
Acknowledgement Acknowledgement Date

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.





# AUTOMATIC IMAGING COMPANY

\* SCANNING \* SHREDDING \* STORAGE \* MICROFILM \*

July 30, 2020,

To Whom it May Concern,

I, Bethany L. McCune, President, Automatic Imaging Company, daughter of David and Sally Urbaniak, and trustee of the David L. Urbaniak Revocable Living Trust and the Sally J. Urbaniak Revocable Living Trust, represent the property at 4994 Page Ave., Jackson, MI 49201. Under the purchase agreement with CS Investment Group, LLC a rezoning of this property is required. I, Bethany L. McCune, consent to CS Investment Group, LLC representing Bethany L. McCune on the rezoning of property located at 4994 Page Ave., Jackson, MI 49201 (Parcel ID: 000-14-04-451-011-00).

Sincerely,

  
Bethany L. McCune

Subscribed and sworn to before me,  
a Notary Public, this 30<sup>th</sup> day of July, 2020

*/s Susan M. Womble*

Susan M. Womble

Notary public, State of Michigan,

County of Clinton

My commission expires: 04-01-2025

Notary located in Clinton County, MI

Person making acknowledgment located in Livingston, Michigan

*Notarized using electronic/remote technology.*



**LEONI TOWNSHIP OFFICE  
913 FIFTH ST  
MICHIGAN CENTER MI 49254  
517-764-4694 PHONE 517-764-1106 FAX**

# NOTICE

The Leoni Township Planning Commission will hold a ZOOM Public Hearing, Wednesday, August 19, 2020 at 6:00 P.M. in the Leoni Township Meeting Hall, 913 Fifth St., Michigan Center, Michigan, 49254.

**“This meeting is being held by ZOOM because of the COVID-19 State of Emergency and in conformance with Executive Orders issued by the Governor of the State of Michigan.”**

**Please visit the Leoni Township website at <http://www.leonitownship.com> prior to the meeting for instructions regarding remote access and any updates that may be needed due to COVID-19 requirements.**

000-14-04-451-011-00

CS Investment Group, LLC - acting agent for Bethany McCune  
Bethany McCune Trustee of David L. Urbaniak Revocable Living Trust  
4994 Page Ave., Jackson, MI 49201

Purpose of hearing: Rezone from B-4 General Business to ML, Light Industrial

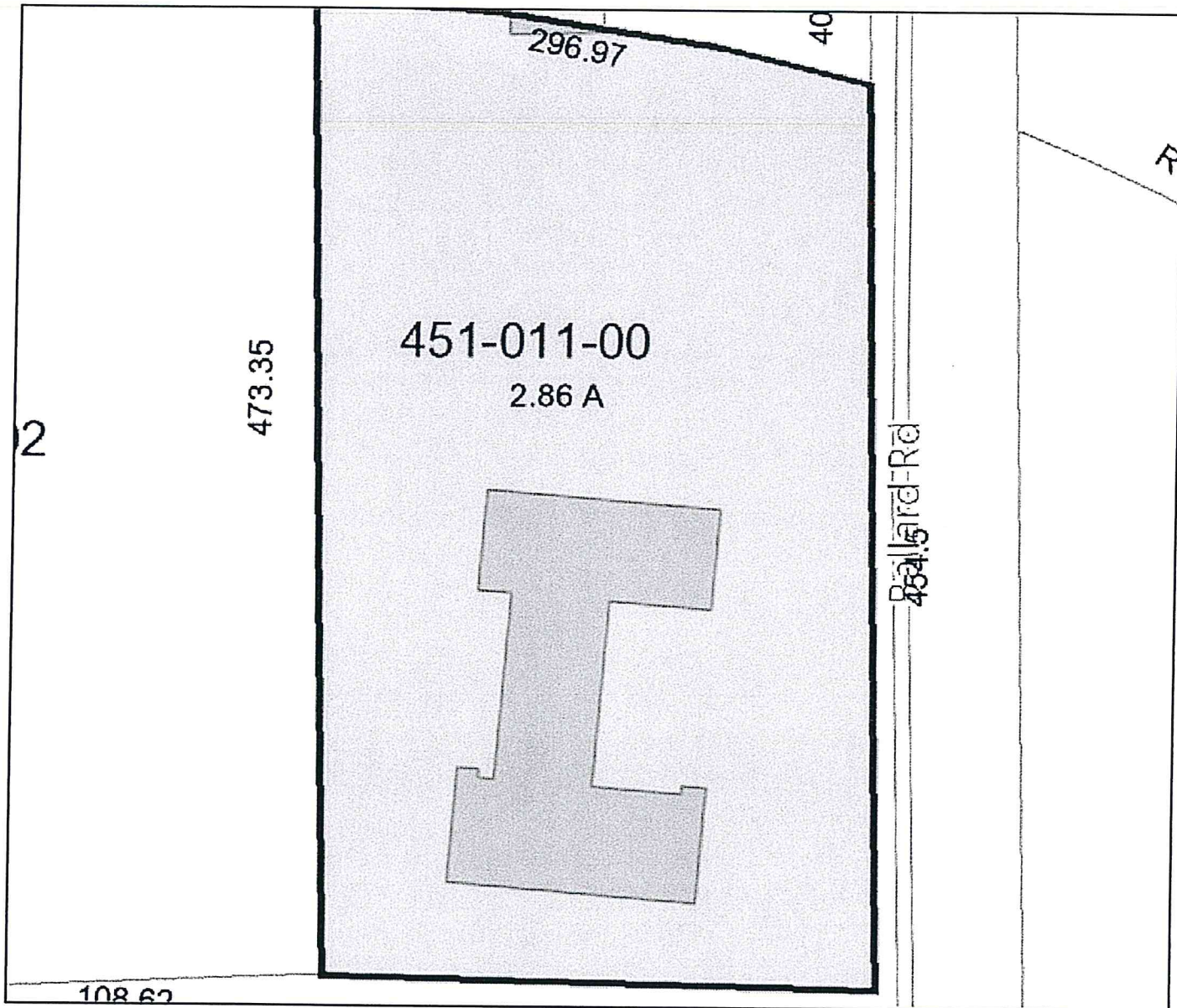
**Legal Description:** BEG AT THE PT OF INTERSECTION OF CEN OF BALLARD RD WITH CEN OF PAGE AVE TH N84°W 280.5 FT ALG CEN OF PAGE AVE TH N PAR WITH CEN OF BALLARD RD 473.35 FT TO SLY R/W LN OF FORMER DJ&C ELECTRIC RY TH SELY ALG SD R/W LN 296.97 FT ON THE ARC OF A 870.A63 FT RADIUS CURVE TO THE RIGHT THE CHORD OF WH BEARS W70°44'56"E 295.53 FT CENTRAL ANGLE 19°32'36" TO CEN LN OF BALLARD RD TH S0°19'33"W 244.91 FT TO BEG. SEC 4 T3S R1E 2.86 A

Kerry Pickett, Clerk



# Parcel Report - Parcel ID: 000-14-04-451-011-00

7/30/2020



**Owner Name** URBANIAK DAVID L TRUSTEE SALLY

**Owner Address** 2271 CRYSTAL CROSSING DR  
HOWELL, MI 48843

**Homestead** 0

**Parcel Address** 4994 PAGE AVE  
JACKSON, MI 49201

**Property Class** 201 - COMMERCIAL

**Status** Active

**Acreage** 2.86

**Gov't Unit** Leoni

**Tax Unit** Leoni

**School District** MICHIGAN CENTER SCHOOL

**Liber/Page** 2150-270

|                       | 2018      | 2019      | 2020      |
|-----------------------|-----------|-----------|-----------|
| <b>Taxable Value</b>  | \$211,704 | \$216,784 | \$220,902 |
| <b>Assessed Value</b> | \$283,367 | \$299,205 | \$288,877 |

**Tax Description:**

BEG AT THE PT OF INTERSECTION OF CEN OF BALLARD RD WITH CEN OF PAGE AVE TH N84°W 280.5 FT ALG CEN OF PAGE AVE TH N PAR WITH CEN OF BALLARD RD 473.35 FT TO SLY R/W LN OF FORMER DJ&C ELECTRIC RY TH SELY ALG SD R/W LN 296.97 FT ON THE ARC OF A 870.A63 FT RADIUS CURVE TO THE RIGHT THE CHORD OF WH BEARS W70°44'56"E 295.53 FT CENTRAL ANGLE 19°32'36" TO CEN LN OF BALLARD RD TH S0°19'33"W 244.91 FT TO BEG. SEC 4 T3S R1E 2.86 A



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description. The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.







250 ROBINSON ROAD  
 JACKSON, MI 49203  
 P: 517-783-0710  
 F: 517-783-0711

THESE DRAWINGS AND CONCEPTS CONTAINED HERE ARE THE EXCLUSIVE PROPERTY OF AE DESIGN SOLUTIONS AND ARE NOT TO BE DUPLICATED WITHOUT WRITTEN PERMISSION OF AE DESIGN SOLUTIONS.

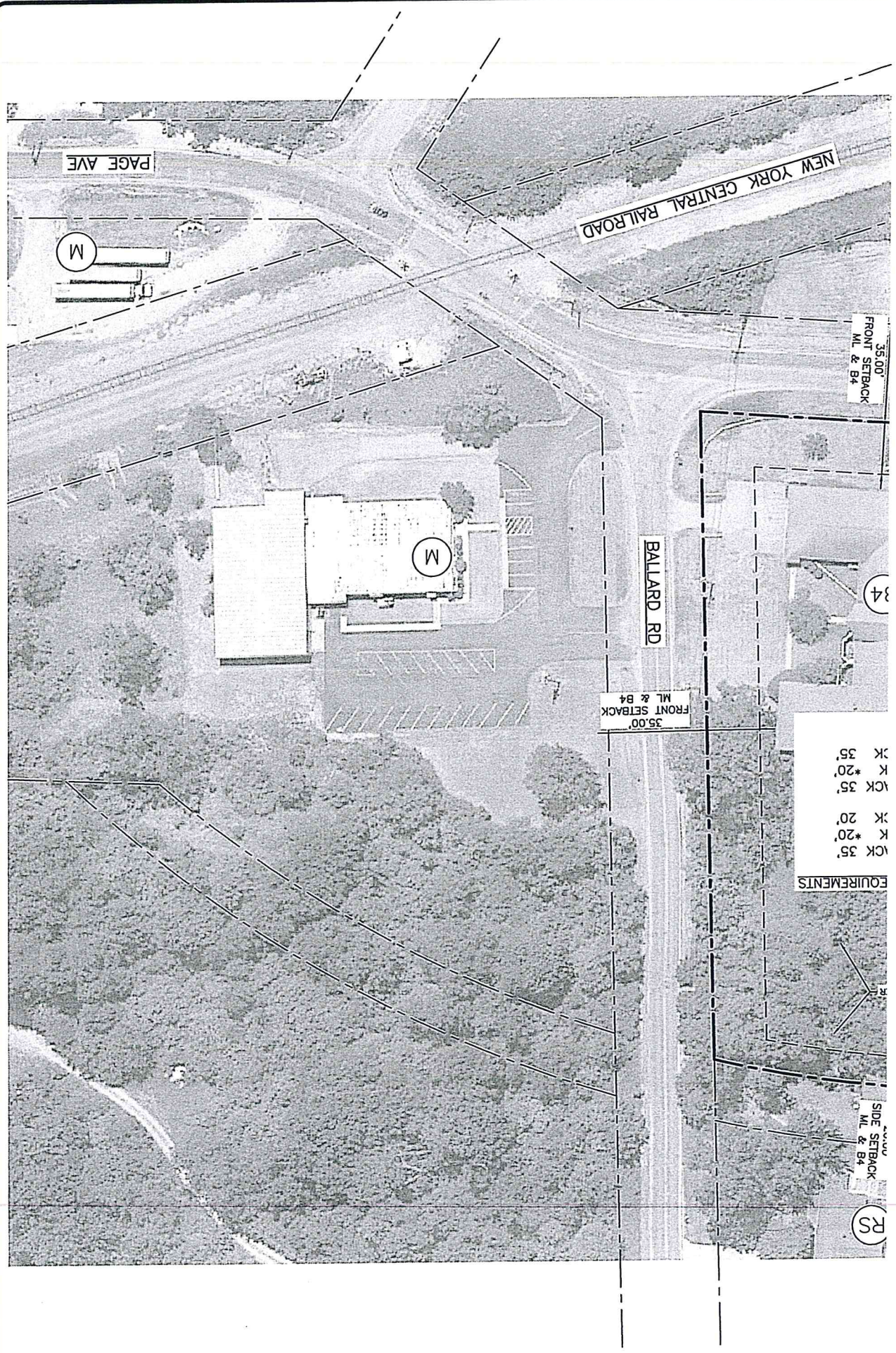


**SURROUNDING ZONING MAP**  
 CS INVESTMENT GROUP, LLC  
 4994 PAGE AVE  
 JACKSON, MICHIGAN 49201

| NO. | REVISION | DATE   |
|-----|----------|--------|
|     |          | 000000 |

SCALE: 1" = 40'  
 DATE: 07/22/20  
 DESIGN BY: CEC  
 DRAWN BY: CEC  
 PROJECT: 2020-00277  
 DRAWING: 2020-00277\_PRE-001  
 SHEET

C1.0  
 OF  
 1.0



EQUIPMENTS  
 CK 35'  
 K \*20'  
 CK 35'  
 K \*20'  
 CK 35'



000-14-09-128-001-00  
HOUSER GERALD SR  
5001 PAGE AVE  
JACKSON, MI 49201

000-14-04-451-006-00  
FRANSTEAD RONALD L  
604 BALLARD RD  
JACKSON, MI 49201

000-14-04-452-001-06  
ADAMES PHILIP  
2880 FOX RD  
JACKSON, MI 49201

000-14-04-452-001-05  
WOJTYLKO FAMILY TRUST  
15979 PARDEE RD  
TAYLOR, MI 48180

000-14-09-226-001-00  
WEINHARDT GARY  
4263 KIBBY RD  
JACKSON, MI 49201

000-14-04-451-003-00  
OWEN PRESTON S  
560 BALLARD RD  
JACKSON, MI 49201

000-14-04-451-004-00  
WEBB CRYSTAL E  
345 OAK GROVE AVE APT A  
JACKSON, MI 49203

000-14-04-451-005-00  
FRANSTEAD RONALD L  
604 BALLARD RD  
JACKSON, MI 49201

000-14-04-451-010-02  
SMITH JANET I  
4960 PAGE AVE  
MICHIGAN CENTER, MI 49254

000-14-04-451-011-00  
URBANIAK DAVID L TRUSTEE SALLY EST  
2271 CRYSTAL CROSSING DR  
HOWELL, MI 48843

000-14-04-454-001-00  
WELLS ARLEN & LINDA  
4997 PAGE AVE PO BOX 936  
MICHIGAN CENTER, MI 49254

000-14-04-500-001-00  
MDOT  
425 W OTTAWA ST; PO BOX 30050  
LANSING, MI 48909

000-14-09-500-001-00  
MDOT  
425 W OTTAWA ST; PO BOX 30050  
LANSING, MI 48909

000-14-09-127-022-00  
WELLS LINDA L & WAYNE A  
PO BOX 936  
MICHIGAN CENTER, MI 49254-0936

000-14-04-476-001-04  
CYROCKI ADAM P  
4239 JANE DR  
JACKSON, MI 49201

000-14-04-453-001-00  
ST JOE HOLDING COMPANY LLC  
4248 W SAGINAW HEGY  
GRAND LEDGE, MI 48837

CS Investments - Byron Schroeder  
250 Robinson Rd.  
Tax 49203



*Leoni Township Office*  
913 Fifth Street  
Michigan Center, Michigan 49254  
PHONE: (517) 764-4694 FAX: (517) 764-1380  
Leonitownship.com

**PLANNING COMMISSION MINUTES**  
**August 19, 2020**

The Leoni Township Planning Commission held a meeting Wednesday, August 19th, 2020 @ 6:00pm via the Zoom.us conferencing suite.

Meeting opened to call of the Chair: 6:06pm

Members Present: J. Southworth, D. Helmlinger, V. Beckwith, K. Cole and B. Lester  
Members Present (Late): B. Carroll\*  
Members Absent: L. Maurer\*\*  
Persons in Attendance: 15 (count from Zoom)

\*B. Carroll received permission from the Chair before the meeting started to be excused to handle a work emergency and later rejoined the meeting.

\*\*L. Maurer was in the Zoom call but unable to communicate.

*Motion by D. Helmlinger, supported by J. Southworth to approve the agenda.*

Voice vote

*Ayes: D. Helmlinger, B. Lester, K. Cole, J. Southworth, and V. Beckwith*

*Nay:*

*Motion Carried via Roll Call*

*Motion by J. Southworth, supported by V. Beckwith to approve the minutes from 8/5/2020.*

Voice vote

*Ayes: D. Helmlinger, B. Lester, K. Cole, J. Southworth, and V. Beckwith*

*Nay:*

*Motion Carried via Roll Call*

**Public Comment:**            **Open at     6:11pm**  
   **Closed at    6:13pm**

**NEW BUSINESS:**

000-14-04-451-011-00

Rezone from B-4 to ML

CS Investment Group LLC – acting agent for Bethany McCune Bethany McCune Trustee of David L. Urbaniak Revocable Living Trust 4994 Page Ave., Jackson, MI 49201

*Motion by K. Cole to approve the rezone of Parcel 000-14-04-451-011-00 from B-4 to ML Light Industrial.*

*Motion Failed without Support*

\*B. Carroll rejoined the meeting at 6:19pm

Motion by D. Helmlinger, supported by V. Beckwith to **adjourn** the meeting.  
**Motion Withdrawn**

Motion by D. Helmlinger, supported by J. Southworth to **amend** the agenda to include consideration of the 7/15/2020 meeting minutes.

**Voice vote**

**Ayes: D. Helmlinger, J. Southworth, K. Cole, B. Lester, B. Carroll, and V. Beckwith**  
**Nay:**

**Motion Carried via Roll Call**

Motion by V. Beckwith, supported by J. Southworth to **approve** the minutes from 7/15/2020.

**Voice vote**

**Ayes: D. Helmlinger, J. Southworth, K. Cole, B. Lester, B. Carroll, and V. Beckwith**  
**Nay:**

**Motion Carried via Roll Call**

Motion by D. Helmlinger, supported by J. Southworth to **adjourn** the meeting.

**Motion Withdrawn**

**Public Comment:**                      **Open at        6:34pm**  
   **Closed at     6:40pm**

Motion by K. Cole, supported by D. Helmlinger to **adjourn** the meeting.

**Ayes: D. Helmlinger, J. Southworth, K. Cole, B. Lester, B. Carroll, and V. Beckwith**  
**Nay:**

**Motion Carried via Roll Call**

**Adjourned at 6:41pm**

**Next meeting: September 2<sup>nd</sup>, 2020**