



## CITY OF WILLIAMSTON

161 East Grand River Avenue, Williamston, MI; 517-655-2774

### REGULAR PLANNING COMMISSION MEETING AGENDA

Tuesday, September 3, 2024, at 7:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Audience Participation – Maximum 5 minutes per presentation. Subject matter on non-agenda items only.
6. Planning Commission Regular Meeting Minutes of May 7, 2024
7. Public Hearing – Rezoning Request for 301 Linn Road (parcel ID: 33-18-07-11-200-014)
  - a. Open Public Hearing- 7:01 p.m.
  - b. Chair States Purpose of Hearing and Rules of Procedure as Deemed Necessary
  - c. Presentation by Staff Summarizing the Item
  - d. Questions from Board to Staff
  - e. Presentation by Applicant
  - f. Questions from Board to Applicant
  - g. Testimony from Public
    - i. Presentation of Written Comments
    - ii. Presentation of Oral Comments (-Supporters of Request, -Opponents of Request)
  - h. Concluding Comments from Staff
  - i. Concluding Comments from Applicant
  - j. Concluding Questions or Comments from Board
  - k. Close Public Hearing
8. Public Hearing – Special Land Use for 301 Linn Road (parcel ID: 33-18-07-11-200-014)
  - a. Open Public Hearing- 7:02 p.m.
  - b. Chair States Purpose of Hearing and Rules of Procedure as Deemed Necessary
  - c. Presentation by Staff Summarizing the Item
  - d. Questions from Board to Staff
  - e. Presentation by Applicant
  - f. Questions from Board to Applicant
  - g. Testimony from Public
    - i. Presentation of Written Comments
    - ii. Presentation of Oral Comments (-Supporters of Request, -Opponents of Request)
  - h. Concluding Comments from Staff
  - i. Concluding Comments from Applicant
  - j. Concluding Questions or Comments from Board
  - k. Close Public Hearing
9. Action Items
  - a. Rezoning Request for 301 Linn Road (parcel ID: 33-18-07-11-200-014)
  - b. Special Land Use for 301 Linn Road (parcel ID: 33-18-07-11-200-014)
  - c. Appointment of Zoning Board of Appeals Representative
  - d.
10. Discussion Items
  - a. Master Plan
  - b.

11. Correspondence Received/Information Only
  - a.
12. Staff Reports
  - a.
13. Audience Participation - Maximum 5 minutes per presentation. Subject matter on non-agenda items only.
14. Planning Commissioner Comments
15. Adjourn to the Call of the Chair

In Accordance with Public Act 267 (Open Meetings Act), individuals with disabilities requiring special assistance planning to attend the meeting should contact the City Clerk at 517-655-2774 for accommodations. This request must be made two (2) business days in advance of the meeting.

**The next regular meeting of the Williamston Planning Commission will be held on  
Tuesday, October 1, 2024 in the City Council Chambers at 7:00 p.m.**

6  
pg 1

CITY OF WILLIAMSTON  
PLANNING COMMISSION  
MAY 7, 2024  
REGULAR MEETING MINUTES

**1. Call to Order:**

The meeting was called to order at 7:00 p.m. in the Williamston City Hall Council Chambers by Chairman Jeff Markstrom and the Pledge of Allegiance was recited.

**3. Roll Call:**

Chairman Jeff Markstrom, Commissioners Noah Belanger, Steve Panganis, Brandon Lanyon, Tim Ludwig, and Lee Fisher. Absent: Brandon Gilroy.

Also Present: City Manager John Hanifan, Deputy Clerk Barbara Burke, City Attorney Timothy Perrone, City Planner Jeff Keesler with McKenna, Dollar General representatives Jillian Benaglio (Atwell Group) and Tom Michaels (Zaremba Group), and Attorney Peter Brown (Gallagher Law), citizens Melanie Schall, Amy Kelley, Jim Carr, Jen Bennett, Ken Szymusiak, Gary Theis, and John Hart with Fox 47 News

Motion by **Lanyon**, second by **Belanger**, to excuse Gilroy. **Motion passed by voice vote.**

**4. Approval of Agenda:**

Motion by **Lanyon**, second by **Belanger**, to approve the agenda as presented. **Motion passed by voice vote.**

**5. Audience Participation on Non-Agenda Items:**

Amy Kelley commented when Tractor Supply Company was approved, they were to plant trees and it has not been done. Also, they had restrictions on outdoor displays. Manager Hanifan is looking into this.

Melanie Schall said nothing has been done regarding Tractor Supply Company's outdoor displays.

Kenny Szymusiak said public comments during the Dollar General action item at the April 2, 2024, Planning Commission meeting were not in the minutes.

Melanie Schall said she was told there was no audiotape from the April 2, 2024, Planning Commission meeting.

**6. Planning Commission Regular Meeting Minutes of April 2, 2024:**

Motion by **Lanyon**, second by **Panganis**, to approve the regular meeting minutes of April 2, 2024 as presented. **Motion passed by voice vote.**

Attorney Perrone stated it is not a requirement to audio record meetings and minutes are not verbatim.

6  
pg 2

## **7. Action Items**

### **7a. Dollar General – Final Site Plan:**

Motion by **Lanyon**, second by **Belanger**, to approve the Dollar General site plan, located at 3055 North Williamston Road, as presented, contingent on lot split approval. Yes: Panganis, Markstrom, Fisher, Lanyon, Belanger, Ludwig. No: None. **Motion passed.**

## **8. Discussion Items**

### **8a. Master Plan:**

Planner Keesler said McKenna is excited to begin assistance with the Master Plan process, reviewing items to make this project a success.

### **10. Staff Reports:**

None.

### **11. Audience Participation on Non-Agenda Items:**

Ken Szymusiak is concerned about hiring McKenna as they did the last Master Plan. We should be creative with the next Master Plan.

Jen Bennett stated the last Master Plan failed us and we need to look outside the box. Community input is huge.

Jim Carr said he is disappointed in the Commission approving Dollar Tree and Dollar General as they do not meet the intent of the Master Plan and feels these businesses do not add value to the community. He inquired as to what can be done differently to ensure input to the Master Plan is received. He feels his voice has not been heard with his comments on the dollar stores and feels something is broken. He presented his written comments to the Deputy Clerk for the meeting record.

Melanie Schall thanked Dollar General for additional buffering. She pointed out page 137 of the City's Zoning Ordinance references maintenance of a property and added the City's enforcement is only as good as it is enforced.

### **12. Planning Commissioner Comments:**

Chairman Markstrom welcomed Commissioner Panganis to the Planning Commission. He welcomes comments and feedback on the Master Plan.

### **13. Adjourn to the Call of the Chair:**

Chairman Markstrom adjourned the meeting at 7:54 p.m.

**Meeting adjourned at 7:54 p.m.**

**Respectfully Submitted:** \_\_\_\_\_

**Barbara J. Burke, Deputy Clerk**

**Date approved:** \_\_\_\_\_



7  
pg 1

**CITY OF WILLIAMSTON, MICHIGAN  
PLANNING COMMISSION**

**NOTICE OF PUBLIC HEARING  
ON REQUESTED REZONING FOR 301 LINN ROAD, WILLIAMSTON**

PLEASE TAKE NOTICE that the City of Williamston Planning Commission will conduct a Public Hearing at 7:01 p.m. on Tuesday, September 3, 2024 at the City of Williamston Council Chambers, 161 E. Grand River Avenue, Williamston, MI 48895.

The applicant, NHI Commercial, is seeking rezoning of property located at 301 Linn Road, Williamston, MI 48895 (Parcel ID: 33-18-07-11-200-014) from RR (One-Family Rural Residential and Open Space Conservancy District) and PO-1 Professional Office District to R3 (Multiple Dwelling Residential District). The applicant wishes to develop a multi-family community, exceeding five dwelling units, with a mixture of townhome style and apartment units.

Notice is hereby given as required by the City of Williamston's Zoning Ordinance and the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

All related documentation may be reviewed, and written comments will be accepted at the City of Williamston City Hall, 161 E. Grand River, Williamston, MI 48895, between the hours of 8:00 a.m. and 5:00 p.m. during all scheduled days of operation. Questions and comments can be directed to John Hanifan in the City Manager's Office by phone (517-655-2774, ext. 110) or by email [manager@williamston-mi.us](mailto:manager@williamston-mi.us).

Any party having an interest in the matter may attend the Public Hearing and make their comments known to the Planning Commission. Individuals with disabilities needing special accommodations to fully participate in the meeting may contact the Office of the City Clerk to request the necessary assistance. This request must be made at least two (2) business days prior to the meeting.



# City of Williamston

Planning & Community Development Department

161 E. Grand River Avenue

Williamston, MI 48895

commdev@williamston-mi.us

PAIL

## REZONING APPLICATION

JUL 29 2024

### PROPERTY OWNER INFORMATION

CITY OF WILLIAMSTON

Property Owner Name: NHI Commercial

\$1,800.00 #10081

Property Owner Address: 1040 Mak-Tech Dr. City, State, Zip: Lansing, MI 48906

Telephone: 517-484-3767 E-Mail Address: markj@NHICommercial.com

### APPLICANT INFORMATION

If the applicant is NOT the property owner, please complete the following:

Applicant Name: Mark Jernigan

Applicant Address: 481 Whoddy River Dr. City, State, Zip: Williamston, MI 48895

Telephone: 937-244-8903 E-Mail Address: markj@NHICommercial.com

Applicant is: (circle one) Business Owner Architect/Engineer Other (specify) Developer Rep.

### PROPERTY INFORMATION

If more than one parcel is proposed for rezoning, please include the following information for the additional parcels on separate sheets.

Current Property Use is: (circle one) Residential Commercial Industrial Vacant

Property Address: 301 Linn Rd. Parcel ID Number (PIN): 33-18-07-11-200-014

Property Dimensions: Width: 1,362.89' Length: 478.56' Area: 14.92 Acres

Current Zoning District: RR One Proposed Zoning District: R3

Master Plan Future Land Use Designation: Residential Multifamily

### CRITERIA FOR REZONING APPROVAL

Per Section 74-9.504 of the Zoning Ordinance the Planning Commission and City Council shall consider the following criteria in making findings, recommendations and a decision regarding any proposed property rezoning. The applicant must provide a response as to how the proposed project will meet the criteria for the proposed rezoning. (Attach additional sheets if necessary)

7  
pg 3

- A. Is the proposed rezoning consistent with the goals, policies and future land use map of the City of Williamston Master Plan, including any subarea or corridor studies? If conditions have changed since the Master Plan was adopted, is the consistency with recent development trends in the area.

Yes, we believe that developing more housing with larger living spaces is consistent with the goals defined in the Master Plan.

- B. Is the proposed rezoning compatible with the site's physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district?

Yes, it is in fact a great lay of land, out of the wetlands, and relatively flat.

- C. Provide evidence that the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.

Zoning currently allows for a single family home or agricultural use. Based on the cost of land, multiple dwellings are required or there is no return on investment.

- D. Explain the compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

Land is currently used for farming - will change to housing. Density will be increased which will increase area population, bringing more business to local establishments and students to the system. Luxury apartment homes and Townhomes will not negatively impact neighboring single family value.

- E. Is the capacity of City utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City?

Based on conversations with city management, we believe that current City utilities and services are sufficient, save some general new development underground services.

- F. Is the street system capable of safely and efficiently accommodating the expected traffic generated by uses permitted in the requested zoning district?

Yes, there is already a traffic light on the corner, and we will have 1 entrance & 1 exit.

- G. Are the boundaries of the requested rezoning district reasonable in relationship to surroundings and will construction on the site be able to meet the dimensional regulations for the zoning district?

yes - 14.92 acres is sufficient.

- H. If a rezoning is appropriate, explain how the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

The current zoning for agricultural/single family does not do anything to benefit the city. This would add more students to the area, provide housing opportunities in an area of need, and revenue for businesses.

- I. If the request is for a specific use, is rezoning the land more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use?

Either is acceptable

- J. Will the requested rezoning create an isolated or incompatible zone in the neighborhood?

No.

#### ADDITIONAL REQUIRED DOCUMENTS

1) **Proof of Ownership:** Provide proof of ownership such as property tax receipt or copy of deed.

#### SIGNATURES

I, Kevin McIntyre (property owner), hereby give permission for Williamston City officials, staff, and consultants to go on the property for which the above referenced rezoning is proposed for purposes of verifying information provided on the submitted application.

Property Owner Signature: [Signature]

Date: 7/22/24

Applicant Signature: [Signature]

Date: 7/22/24

City Use Only:  
Fee Paid \$ \_\_\_\_\_  
Date Complete \_\_\_\_\_  
Application Received: \_\_\_\_\_

7  
pg 5

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into April 9<sup>th</sup>, 2024 ("**Date**"), by and between William A. and Frances L. Beers ("**Seller**") and NHI Commercial or entity to be formed later and assigned ("**Buyer**").

For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree to the following:

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's interest in the real property in accordance with the terms of this agreement, without limitation, all easements, covenants and other rights appurtenant thereto, all buildings, structures, garages and any other improvements belonging to or being part of the real property, all systems, equipment, machinery, fixtures, water and sewer lines and other property owned by Seller and affixed or permanently attached to and located on or serving such real property. All licenses, permits, authorizations, approvals, zoning and development rights pertaining to the ownership of the real property, if any, and, to the extent in Seller's possession, all existing third party plans, drawings, surveys and engineering reports.

**Parcel ID Number:** 33-18-07-11-200-014

**Legal Description:** COM 455.65 FT W OF THE NE COR SEC 11, TH S 478.56 FT, TH W 1362.89 FT, TH N 478.5 FT, TH E 1355.36 FT TO THE POB, T3N, R1E, 425 AGREEMENT CITY OF WILLIAMSTON.

**Common Address:** 301 Linn Road, Williamston, MI 48895 ("**The Property**").

1. **Purchase Price.** The Buyer agrees to purchase from the Seller and the Seller agrees to sell to the Buyer, the Property, as herein described, for the sum as follows: Two Hundred Ninety-Eight Thousand Four Hundred Dollars, (\$298,400.00) ("**Purchase Price**"). Buyer shall pay the full purchase price to Seller upon execution and delivery of a Warranty Deed and performance by Seller of the closing obligations specified herein. It is agreed between Buyer and Seller that the price per acre will be Twenty Thousand Dollars (\$20,000.00), final sales price is subject to Seller providing a survey in their possession showing the total acreage of the parcel is 14.92 acres.
2. **Earnest Money and Escrow Agent Authorization.** Within Five (5) calendar days after the acceptance of this Agreement by both parties, the Buyer shall cause a good faith deposit in the amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars ("**Earnest Money**") to be placed in escrow with Bell Title Company (the "**Escrow Agent**"). The escrow instructions shall authorize the Escrow Agent to apply all Earnest Money to the purchase price at Closing.
3. **Title Insurance.** The Seller shall deliver to the Buyer within Ten (10) days of the acceptance of this Agreement, a commitment for an Extended ALTA Owner's Title Insurance Policy, without standard exceptions for the Property in the amount of the Purchase Price, together with copies of all instruments described in schedule B thereof (the "**Commitment**") from Bell Title Company ("**Title Company**"). The parties shall provide such customary affidavits and documents as the Title Company may require to issue

1  
page

said Owner's policy of insurance. Seller shall pay all title insurance premiums and costs for the Owner's policy without standard exceptions; provided, however that Buyer shall, at its cost and expense, be responsible for providing any new or recertified survey required by Title Company to remove the standard exceptions. Buyer to pay for any additional endorsements desired by Buyer.

4. **Title Transfer.** Title to the Property shall pass from the Seller to the Buyer, by execution of a Warranty Deed conveying good and marketable fee simple title to the property, subject to the permitted exceptions, free of any and all claims, subject to easements and restrictions of record; streets, highway easements, if any; zoning ordinances, building and use codes regulations and restrictions.

5. **Title Objections.** Buyer shall have Thirty (30) days from its receipt of the Commitment to object to matters contained in the Commitment. If objection to the title is made within said Thirty (30) day period, that title is not in the condition required for delivery as stated herein, then, the Sellers shall have Thirty (30) days from the date of receipt of said written notice of certain particular defects, to remedy the title, or failing that, to obtain title insurance resolving the defect and failing those remedies within the time stated, immediately refund the deposit in full to the Buyer. Should the Seller remedy the title objection or obtain a title policy as stated herein to Buyer satisfaction then the Buyer shall continue with the Agreement in accordance with the terms and conditions contained herein. Should the Seller elect not to or fail to remedy the title objection or obtain a title policy as stated herein to Buyer satisfaction, then Buyer can elect to either close the transaction, subject to said title objections, or terminate this Agreement, in which case the entire Earnest Money shall be returned to Buyer and neither party shall have any further rights, obligations or duties under this Agreement. Buyer shall have the right at any time to waive any objections that it may have made and thereby to preserve this Agreement in effect.

6. **Time and Location of Closing.** Provided all the terms and conditions of this Agreement have been met, the transaction shall close on or before Ten (10) days from the end of the due diligence period unless extended in writing and agreed to by both parties ("**Closing Date**"). The Parties agree to cooperate and facilitate closing by either overnight delivery, E-Closing and E-Recording of documents and wire transfer of funds so as to preclude the necessity of an "in person" closing.

7. **Possession.** The Seller shall deliver, and the Buyer shall accept possession of the Property at closing ("**Possession**"), subject to any Leasehold rights.

8. **Taxes and Assessments.** Taxes shall be deemed to cover the calendar year in which the taxes are first billed. Taxes which are first billed in years prior to the year of closing shall be paid by Seller without proration. Taxes which are first billed in the year of closing shall be prorated as of the date of closing on a "Due Date" basis as if paid in arrears, with Seller receiving a credit for any prepaid taxes. Seller shall pay all special assessments which have become a lien on the property prior to the closing, whether due in installments or otherwise without proration.

9. **Due Diligence Period.** Prior to May 15<sup>th</sup>, 2024, the Seller shall deliver to Buyer the most recent existing survey(s), copies of all environmental reports, and Seller's title insurance policies *in its' possession*. The Buyer shall be granted One Hundred and Eighty (180) days, from the Effective Date in this agreement (the "**Due Diligence Period**") to perform its due diligence at Buyer's sole expense. Due diligence is interpreted to include but not be limited to conditions that would be revealed by an accurate ALTA survey of the Property, utilities to the Property for the Buyer's benefit, site plan, application, mortgage financing and



7  
pg 1

approvals for construction and permits, environmental issues and analysis, applicable ordinances and codes for Buyer's intended use, zoning and municipal approval for Buyers intended use, and inspections of the Property. The issuance of such permits, approvals, and licenses by Governmental authorities to Buyer is a specific condition of Buyers acquisition of the property from Seller. Should the Buyer determine at any time during the Due Diligence Period, the Property does not meet the test of the intentions of the Buyer, in the sole discretion of the Buyer, then, the Buyer shall deliver written notice ("**Termination of Purchase Agreement**") to the Seller at the address written herein and to the Escrow Agent advising of the termination of this Purchase Agreement, whereon the Earnest Money shall be immediately refunded to Buyer by Escrow Agent. Should written notice not be provided within the Due Diligence Period stated herein, the Buyer shall be deemed to have approved, to the Buyers' sole satisfaction, the purchase of the Property and the sale shall proceed to close in accordance with the terms and conditions of this Agreement.

Subject to the terms of this Purchase Agreement, Buyer may extend the expiration of the Due Diligence Period for One Hundred Eighty (180) days by providing to Seller, prior to the expiration of the Due Diligence Period, written notice of such extension. As consideration for this extension ("**Extension**") Buyer agrees to request from the Title Company that Ten Thousand Dollars (\$10,000.00) from the Earnest Money ("**Earnest Money**") be immediately remitted to Seller and these monies shall be Non-Refundable other than a default which occurred by Seller. All Earnest Money deposit and Extension Monies shall be applied to the purchase price at closing.

Subject to the terms of this Agreement, and at no monetary expense to Seller, Seller shall reasonably cooperate with Buyer's performance of Buyer's due diligence activities, including Seller's execution of applications for municipal approvals and consents as necessary for Buyer's rezoning and / or intended use of the Property. Notwithstanding such cooperation Seller shall have no responsibility for any obligations associated with Buyer's application for or pursuit of or Buyer's receipt of approvals, permits or consents from any third party, including any governmental authority (collectively "**Buyer's Applications and Approvals**") other than to reasonably cooperate with Buyer in the process, and Buyer shall be considered the "applicant" and solely responsible for all obligations associated with Buyer's Applications and Approvals. Buyer shall defend, hold harmless, and indemnify Seller and Seller Parties for all costs, expenses, losses, and damages Losses arising out of or related to Buyer's Applications and Approvals. The terms of this paragraph shall survive the Closing or termination of this Agreement.

10. **No New Contracts.** Seller shall not, without Buyer's written consent, which may be withheld in Buyer's sole discretion, enter into any new lease or amend the existing or any contracts, renewal contracts or extensions of contracts, or other commitments regarding the Property which extend beyond the closing and which would be binding upon the Property after the Closing Date, or in any way mortgage, hypothecate or create any lien or encumbrance upon the Property, including conducting any work at the Property which could give rise to a lien which is otherwise paid in full at or before closing.

11. **Access.** During the Due Diligence Period, the Buyer, its employees, agents, and representatives shall have the right of reasonable access to the Property for obtaining the information deemed necessary for the satisfactory completion of the Buyer's Due Diligence of the Property. Buyer agrees to perform any on site work, i.e. borings etc., in a workmanlike manner, committing no waste thereto, and restoring surface conditions if altered. Buyer agrees to Contact Seller Forty-Eight Hours (48) in advance of their intention to perform any Due Diligence work on the property, subject to Leasehold rights by Sellers Current Tenant. Buyer shall indemnify and hold Seller harmless from and against all costs arising from or relating to the due

7  
pg 8

diligence actions of Buyer and/or its agents, employees, and contractors, including, without limitation any injury to persons or property. Buyer shall repair any damage to the Property caused by or resulting from its Due Diligence actions.

12. **Buyer's Default.** In the event of a default by the Buyer, due to the fault of the Buyer, hereunder following the Due Diligence Period, or extensions as provided herein, the Seller may, at its option, terminate this Agreement by written notice to the Buyer, retain the good faith deposit and this shall constitute the sole and exclusive remedy of the Seller.

13. **Seller's Default.** In the event of a default by the Sellers hereunder either during or following the Due Diligence period, or extensions as provided herein, the Buyer may at its sole and exclusive remedy either (a) terminate the agreement and receive a refund of the Deposit within five (5) days after termination; (b) sue for specific performance; or (c) waive such breach and proceed to closing. The remedies set forth above shall be Buyers sole remedies arising from a default, breach, or failure to perform by Seller.

14. **Loss.** Risk of Loss shall transfer at the Closing. Should an insured loss, damage or a claim occur, before the Closing, Buyer may elect to (a) receive the proceeds of any insurance and proceed to Close on the purchase of the Property, (b) deduct the proceeds of any insurance from the Purchase Price and proceed to Close on the purchase of the Property, or (c) terminate this Agreement. Seller shall provide to Buyer written proof of proceeds from the insurance carrier within ten (10) days of receipt of same. Buyer shall advise Seller of its intention, within ten (10) days of receipt of Seller's notice, regarding the proof of proceeds, of its election pursuant to this Section. Should a loss or damage be caused by Buyer or any of their invitees, agents, successors, and /or assigns, Buyer would be solely responsible for such loss or damage at their expense.

15. **Condemnation.** In the event all, or substantially, all of the Property, is taken by condemnation or similar proceedings, Seller shall notify Buyer of the condemnation proceedings within ten (10) business days after Seller learns of the commencement thereof; Seller or the Buyer may terminate this Agreement upon written notice to the other. In the event the Agreement is not terminated by either the Seller or the Buyer, the transaction shall be closed in accordance with the terms of this Agreement provided; however, the Seller shall assign to the Buyer all rights to the condemnation award. Any condemnation proceeds received by the Seller prior to the Closing shall be credited against the Purchase Price.

16. **Costs and Expenses of Closing.** Seller shall pay the fees for recording any discharges of mortgages or other documents necessary to deliver title in the condition required under this Agreement. The Seller shall pay all transfer taxes due upon the warranty deed delivered to the Buyer. The Buyer to pay the fees to record any mortgage and the warranty deed, all tax certifications incident thereto, The Buyer's Brokers Commission, any other documents for Buyer benefit. Each party shall pay its own attorney fees and pay one-half of the Closing fee charged for closing by the Escrow Agent for closing this transaction. All water and sewer service charges shall be paid in full by Seller as of the date of Closing or the Parties may agree for Seller to place sale proceeds in escrow with the Escrow Agent at Closing sufficient to pay such water and sewer service charges ("**Water Escrow**"). In the event of a Water Escrow, same shall be governed by a customary escrow agreement used by Escrow Agent with all unused proceeds being delivered to Seller.

17. **Broker Commissions.** Each Party hereto represents and warrants to the other that it has dealt with no Brokers or finders in connection with this transaction, except for Bill Jakovac of Summit Realty Services,



1  
pg 9

LLC (the "Buyers Broker"). Buyers Broker will be compensated by the Buyer.

18. **Notices.** All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed by certified mail, return receipt requested, sent by facsimile, emailed or delivered to the respective party for whom the same is intended at the address of such party set forth in this Agreement or later provided by the intended recipient; with service being deemed effective five days after mailing, and upon verification the facsimile, scanned and emailed was received, or, upon delivery.

If to Seller: William and Frances Beers  
1818 Linn Road  
Williamston, MI 48895  
Preferred Contact Method: Email: franbeers@aol.com

If to Buyer: NHI Commercial  
1040 Mak Tech Dr.  
Lansing, MI 48906  
Email: Kevin@nhicommercial.com

19. **Right of Assignment.** Buyer may assign its rights and obligations under this agreement, without sellers' approval, to another entity controlled by members of the Buyer (and shall give notice to the seller of such assignment). Any assignee of any of the Buyer's rights under this agreement must assume all of Buyer's obligations under this agreement.

20. **Miscellaneous.**

- A. Time is of the essence of this Agreement.
- B. This Agreement may be extended only by a mutual written agreement.
- C. This Agreement shall be governed by and construed in accordance with the Laws of the State of Michigan
- D. This Agreement, its attachments and addendum, represent the entire agreement between the Seller and Buyer, it supersedes and replaces all prior agreements or understandings, either written or oral.
- E. The undersigned represent they each have the expressed authority to sign this Agreement on behalf of their respective entities and to bind the entities.
- F. To Seller's actual knowledge, the Property is not subject to any unrecorded encumbrances or easements.
- G. To Seller's actual knowledge, there are no pending or threatened legal actions involving the Property.

21. **Time for Acceptance.** This Agreement will become void, if not responded to in writing by 5:00PM, Tuesday, April 9<sup>th</sup>, 2024.

22. **Personal Property.** No Personal Property.

23. **Confidentiality.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

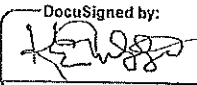
7  
pg 10

24. **AS IS.** Neither Seller nor any Broker, nor any of their officers, directors, managers, members, employees, or agents have made any representation, warranty or disclosure with respect to the Property, upon which buyer may rely, except as may be set forth in writing in this agreement. By closing, Buyer agrees to accept the property in "AS IS" condition with all its faults and limitations to fullest extent permitted by law.
25. **Severability.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect.
26. **Advice of Counsel.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.
27. **Counterparts.** This agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this agreement or any amendments thereto be effective unless and until signed by all parties hereto. Fax, e-DocuSign, or email signatures on this agreement shall be sufficient for all purposes and all such signatures shall be deemed to be originals.
28. **Broker Environmental Disclaimer.** The Buyer and Seller agree that the Real Estate Broker has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Buyer acknowledges that Buyer shall be given the opportunity to make a competent environmental inspection, and the Buyer and Seller each do hereby release the Real Estate Broker and real estate agent from any liability. The Buyer and Seller each hereby expressly waive any claim whatsoever against the Real Estate Broker and real estate agent before or after the closing of this transaction.
29. **Waiver.** The failure to enforce any particular provision of the Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.
30. **Days and Business Days.** Wherever in this agreement reference is made to "Days", the same shall mean "Calendar Days". Wherever reference in this agreement is made to "Business Days", the same shall mean any day other than a Saturday, Sunday, or legal holiday in Michigan.
31. **Effective Date.** For all purposes of this Agreement the "Effective Date" shall be the last date of execution hereof by Seller or Buyer and delivered by both parties including any counter proposals or amendments countersigned by the opposing party.

*Signatures on the following page*

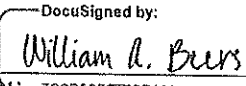
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pg 11

**BUYER: NHI COMMERCIAL**

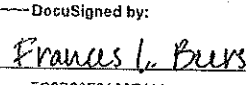
DocuSigned by:  
  
Kevin McIntyre

4/9/2024  
Date

**SELLERS:**

DocuSigned by:  
  
William A. Beers

4/9/2024  
Date

DocuSigned by:  
  
Frances L. Beers

4/9/2024  
Date

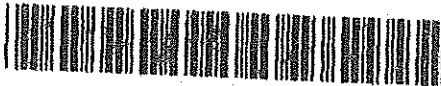
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pg 12

Paula Johnson  
INGHAM COUNTY  
REGISTER OF DEEDS  
OFFICIAL SEAL



L-3094 P-333  
182 17.88 2004-012602



2004-012602  
Page: 1 of 2  
02/25/2004 09:40A

## QUIT CLAIM DEED

The Grantor(s): William A. Beers and Frances L. Beers, Husband and Wife, whose address is 1818 Linn Road, Williamston, MI 48895, and Barbara Lee Bradley, a single woman, whose address is 1810 Linn Road, Williamston, MI 48895, quit-claim to William A. Beers and Frances L. Beers, whose address is 1818 Linn Road, Williamston, MI 48895, the following described premises situated in the City of Williamston, County of Ingham, and State of Michigan:

Parcel A: A parcel of land in the Northeast 1/4 of Section 11, T3N, R1E, City of Williamston, Ingham County, Michigan; the surveyed boundary of said parcel described as: commencing at the northeast corner of said section; thence west along the north line of said section a distance of 455.65 feet to the point of beginning of this description; thence S00°54'06"E parallel with the east line of said section a distance of 478.56 feet; thence west parallel with said north line 1362.89 feet; thence north perpendicular with said north line 478.50 feet to said north line; thence east along said north line 1355.36 feet to the point of beginning; said parcel containing 14.92 acres more or less, including 1.02 acre more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.

This deed is given in consideration of the division of a larger parcel by the parties from which the above-described parcel was a part.


The Grantors grant to the Grantees the right to make four divisions under Section 108 of the Land Division Act, 1967 PA 288, as amended ("Act"). The Grantors intend to transfer to the Grantees the right to make all divisions, bonus divisions, and redivisions as the Grantors may have under the Act.

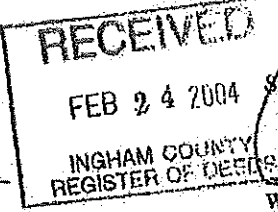
If the real estate conveyed by this deed is not a lot within a platted subdivision, Grantee should take into account that it may be located within the vicinity of a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. This notice is given pursuant to Section 109 (4) of the land division act, being PA 288, 1967 as amended.

This deed is tax exempt in accordance with MCL 207.526(a).

Dated this 21 day of Nov, 1998.

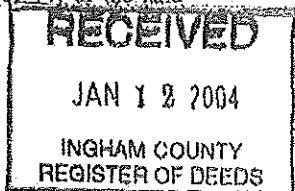
Signed in the presence of

  
O. D. Kite a lawmaster



Signed by:

  
William A. Beers



When Recorded Return to:

Send Subsequent Tax Bills To:

Drafted By: return to  
Michael C. Levine  
Fraser Trebilcock Davis & Foster, PC  
1000 Michigan National Tower  
Lansing, MI 48933  
(517) 482-5800

Tax Parcel #



Recording Fee: \$

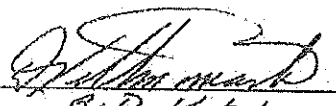

RETURN TO:

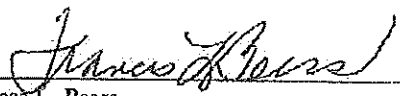
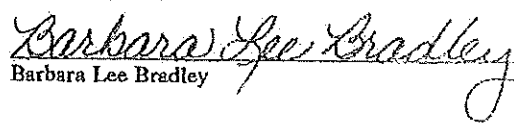
Transfer Tax: \$0.00

FIRST AMERICAN TITLE  
COMMERCIAL DEPT.  
612 W. LAKE LANSING, STE. 300  
EAST LANSING, MI 48823

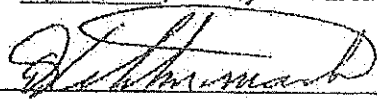
64410

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pg 13

  
C. D. Kitchenmaster  
  
DENISE M. BRANLEY

  
Frances L. Beers  
  
Barbara Lee Bradley

The foregoing instrument was acknowledged before me this 21 day of Nov, 1998 by William A. Beers, Frances L. Beers and Barbara Lee Bradley.

  
C. D. KITCHENMASTER  
Notary Public, Ingham Co., MI  
My Comm. Expires May 2, 2001  
Notary Public, Ingham County, Michigan  
My Commission expires: 5-2-01

  
2004-012602  
Page: 2 of 2  
02/25/2004 08:40

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pg 1

**CITY OF WILLIAMSTON, MICHIGAN  
PLANNING COMMISSION**

**NOTICE OF PUBLIC HEARING  
ON REQUESTED SPECIAL LAND USE APPLICATION**

PLEASE TAKE NOTICE that the City of Williamston Planning Commission will conduct a Public Hearing at 7:02 p.m. on Tuesday, September 3, 2024 at the City of Williamston Council Chambers, 161 E. Grand River Avenue, Williamston, MI 48895.

Application has been made for a special land use at 301 Linn Road, Williamston, MI 48895 (Parcel ID: 33-18-07-11-200-014). Current zoning is RR One-Family Rural Residential and Open Space Conservancy District and PO-1 Professional Office District.

The proposal consists of developing a multi-family community, exceeding five dwelling units, with a mixture of townhome style and apartment units, which requires a Special Land Use permit under Section 74-2.301 RR One-Family Rural Residential and Open Space Conservancy District of the City's Zoning Ordinance.

Notice is hereby given as required by the City of Williamston's Zoning Ordinance and the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

All related documentation may be reviewed, and written comments will be accepted at the City of Williamston City Hall, 161 E. Grand River, Williamston, MI 48895, between the hours of 8:00 a.m. and 5:00 p.m. during all scheduled days of operation. Questions and comments can be directed to John Hanifan in the City Manager's Office by phone (517-655-2774, ext. 110) or by email [manager@williamston-mi.us](mailto:manager@williamston-mi.us).

Any party having an interest in the matter may attend the Public Hearing and make their comments known to the Planning Commission. Individuals with disabilities needing special accommodations to fully participate in the meeting may contact the Office of the City Clerk to request the necessary assistance. This request must be made at least two (2) business days prior to the meeting.



# City of Williamston

Planning & Community Development Department

161 E. Grand River Avenue

Williamston, MI 48895

commdev@williamston-mi.us

PAID

## SPECIAL LAND USE APPLICATION

JUL 29 2024

### PROPERTY OWNER INFORMATION

Property Owner Name: NHI Commercial CITY OF WILLIAMSTON  
Property Owner Address: 1040 Mak-Tech Dr. City, State, Zip: Lansing, MI 48906  
Telephone: 517-484-3767 E-Mail Address: markj@nhicommercial.com

### APPLICANT INFORMATION

If the applicant is NOT the property owner, please complete the following:

Applicant Name: Mark Jernigan  
Applicant Address: 481 Whidby River Dr. City, State, Zip: Williamston, MI 48895  
Telephone: 937-244-8903 E-Mail Address: markj@nhicommercial.com  
Applicant is: (circle one) Business Owner Architect/Engineer Other (specify) Developer Representative

### PROPERTY INFORMATION

Current Property Use is: (circle one) Residential Commercial Industrial Vacant  
Property Address: 301 Linn Rd. Williamston, MI Property Zoning District: RR One  
Parcel ID Number (PIN): 33-18-07-11-200-014  
Property Dimensions: Width: 1362.89' Length: 478.56' Area: 14.92 Acres  
Proposed Special Land Use: (Describe use and associated characteristics. Attach additional sheets if necessary) To develop multifamily community, exceeding 5 dwelling units. A mixture of town-home style and apartment units.

8  
pg 3

### GENERAL STANDARDS FOR SPECIAL LAND USE APPROVAL

The Planning Commission will determine if this application complies with the following special land use standards of Section 74-9.303 of the Zoning Ordinance. The applicant must provide a response as to how the proposed project will meet these general standards for the requested special land use. (Attach additional sheets if necessary)

How will the proposed special land use:

- A. Be harmonious with and in accordance with the general principles and objectives of the comprehensive master plan of the City of Williamston?

By helping to continue the directives and conclusions described in categories of the Master Plan - Future Land Use, Goals, Community Profile, and others.

- B. Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the use will not change the essential character of the area in which it is proposed?

By including input from city officials for some design selection, along with employing some local residents to help complete the build.

- C. Not be hazardous or disturbing to existing or future uses in the same general vicinity and will be a substantial improvement to property in the immediate vicinity and to the community as a whole?

No hazardous materials will be used for development, following NGBS guidelines. Development will be limited to exact parcel, & with luxury accommodations and design to appeal to the eye.

- D. Be served adequately by essential public facilities and services, such as highways, streets, police, fire protection, drainage structures, refuse disposal water and sewage facilities and schools?

Sewage is already accessible; fire suppression will be present in all homes & new hydrants installed. The school system will benefit from more affordable housing for teachers & influx in students.

- E. Not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any person, property or general welfare as a result of producing excess traffic, noise, smoke, fumes, glare, odors?

During standard operating hours (8am - 6pm), construction could create some noise, but no more than other "like" construction in the area. Traffic disruption will be kept to a minimum by utilizing multiple entrances.



84  
pg

- F. Be necessary to meet the intent and purpose of the zoning regulations; be related to the standards established in this ordinance for the land use or activities under consideration; and be necessary to ensure compliance with those standards?

Current policies dictate sites that will have more than 5 dwellings to go through SLU. While a residential home is allowed, we are proposing a community to expand and improve the current area.

- G. Be related to the valid exercise of police power and purpose which are affected by the proposed use or activity?

No effect on police power in the area. Security cameras and emergency call stations will be present.

#### SPECIFIC STANDARDS FOR SPECIAL LAND USE APPROVAL

The Planning Commission will determine if this application complies with any specific requirements for the requested special land use outlined in Article 5, Chapter 2 of the Zoning Ordinance. The applicant must provide a response as to how the proposed project will meet any specific standards for the requested special land use. (Attach additional sheets if necessary)

#### ADDITIONAL REQUIRED DOCUMENTS

1) **Proof of Ownership:** Provide proof of ownership such as property tax receipt or copy of deed.

2) **Sketch/Site Plan:** A sketch plan or site plan as required by Section 74-9.202 Table 15 of the Zoning Ordinance **MUST** be submitted along with the appropriate forms when this special land use application is submitted. Any sketch plan or site plan must include all required information as outlined in Section 74-9.208.

Property Owner Signature: 

Date: 7/22/24

Applicant Signature: 

Date: 7/22/24

City Use Only:
Fee Paid \$ _____
Date Complete _____
Application Received: _____

8  
pg 5

# CERTIFIED BOUNDARY SURVEY

FOR: RONNOCO GROUP

WILLIAMSTON ROAD

NORTHEAST CORNER  
SECTION 11, T3N, R1E

EAST LINE SECTION 11

S00°54'06"E 2629.82'

EAST 1/4 CORNER  
SECTION 11, T3N, R1E

B:9 P:407 5/17/07 7:57 AM Pages: 2

2007-023119 SURVEY Receipt #27253  
Paula Johnson, Ingham County, Michigan



NOTE: PER FIRST AMERICAN  
TITLE INSURANCE COMPANY  
COMMITMENT NO.  
NCS-64410T-LSNG, REVISION NO.  
1, SCHEDULE B, SECTION II:  
ITEM #8: JOINT DRIVEWAY  
AGREEMENT AS RECORDED IN  
LIBER 2008, PAGE 452, DOES  
NOT CROSS PROPERTY,  
THEREFORE NOT SHOWN HEREON.

P.O.B.

S00°54'06"E 478.56'

"KEBS"  
BAR & CAP

"KEBS"  
BAR & CAP

NORTH LINE SECTION 11

LINN ROAD

EAST 1355.36'

35' RIGHT-OF-WAY

±14.92 ACRES

WEST 1362.89'

BAR & CAP  
#25B32

NORTH 478.50'

BAR & CAP  
#25B32

870.00'

NORTH 1/4 CORNER  
SECTION 11, T3N, R1E

SCALE 1" = 200'

## LEGEND

- = Set 5/8" Bar with Cap
- = Found Iron as Noted
- = Survey Boundary Line
- = Distances Not to Scale
- X-X- = Fence

All Dimensions are in Feet and  
Decimals Thereof.

All Improvements Not Shown.



**KEBS, INC.**

**KYES ENGINEERING  
BRYAN LAND SURVEYS**

2116 HASLETT ROAD, HASLETT, MI 48840  
PH. 517-339-1014 FAX. 517-339-8047

Charlotte Office  
Ph. 517-543-7078

Marshall Office  
Ph. 269-781-9800

DRAWN BY SLH

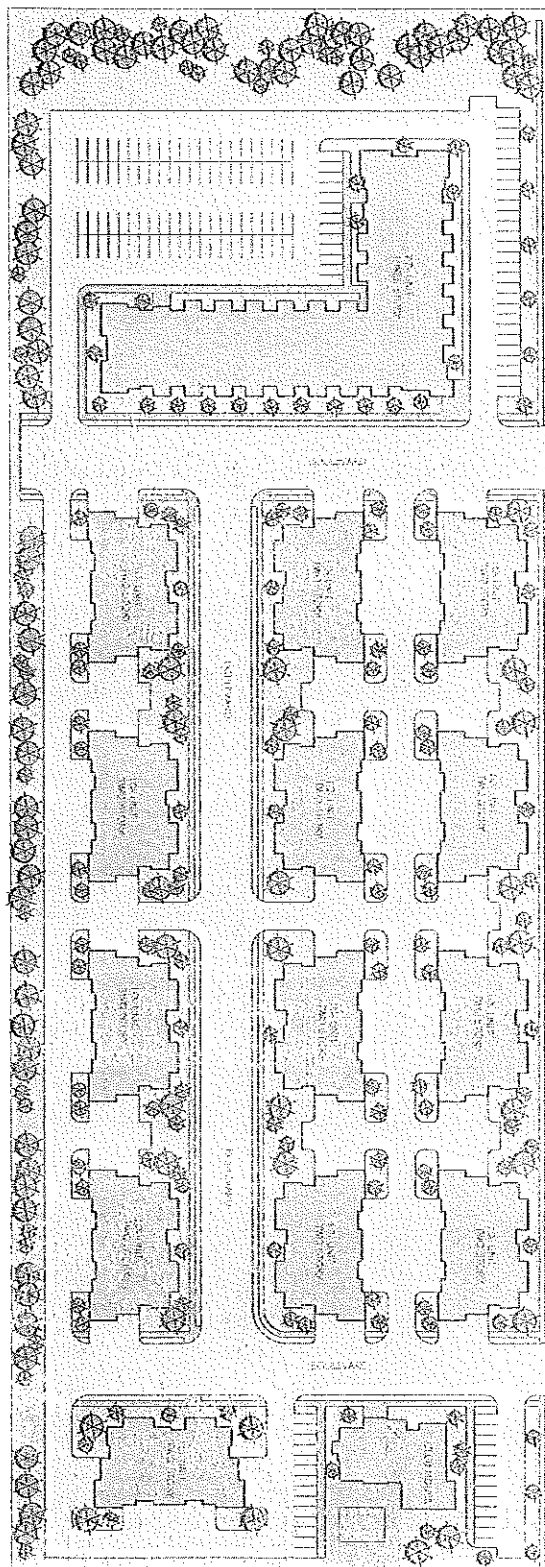
SECTION 11, T3N, R1E

FIELD WORK BY RDF

JOB NUMBER:

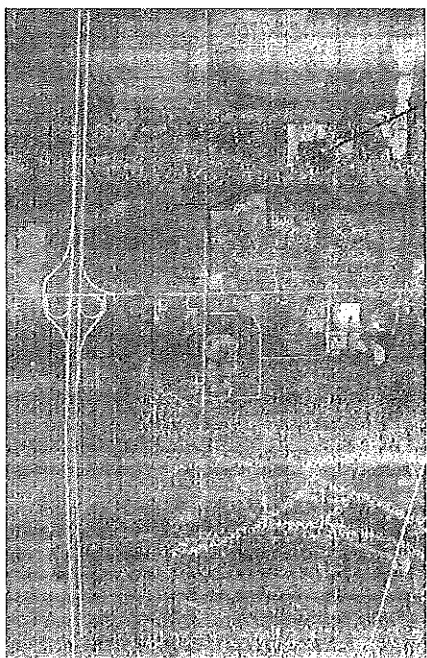
SHEET 1 OF 2

79870.BND



**SCHEMATIC SITE PLAN**

NOTES:  
1. SEE SITE PLAN FOR  
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100. SEE SITE PLAN FOR



**SITE LOCATION**

102  
3  
8  
pg 1

Paula Johnson  
INGHAM COUNTY  
REGISTER OF DEEDS  
OFFICIAL SEAL



L-3094 P-333  
182 17.88 2004-012602



2004-012602  
Page: 1 of 2  
02/25/2004 08:40A

## QUIT CLAIM DEED

The Grantor(s): William A. Beers and Frances L. Beers, Husband and Wife, whose address is 1818 Linn Road, Williamston, MI 48895, and Barbara Lee Bradley, a single woman, whose address is 1810 Linn Road, Williamston, MI 48895, quit-claim to William A. Beers and Frances L. Beers, whose address is 1818 Linn Road, Williamston, MI 48895, the following described premises situated in the City of Williamston, County of Ingham, and State of Michigan:

Parcel A: A parcel of land in the Northeast ¼ of Section 11, T3N, R1E, City of Williamston, Ingham County, Michigan; the surveyed boundary of said parcel described as: commencing at the northeast corner of said section; thence west along the north line of said section a distance of 455.65 feet to the point of beginning of this description; thence S00°54'06"E parallel with the east line of said section a distance of 478.56 feet; thence west parallel with said north line 1362.89 feet; thence north perpendicular with said north line 478.50 feet to said north line; thence east along said north line 1355.36 feet to the point of beginning; said parcel containing 14.92 acres more or less, including 1.02 acre more or less presently in use as public right of way; said parcel subject to all easements and restrictions if any.

This deed is given in consideration of the division of a larger parcel by the parties from which the above-described parcel was a part.

The Grantors grant to the Grantees the right to make four divisions under Section 108 of the Land Division Act, 1967 PA 288, as amended ("Act"). The Grantors intend to transfer to the Grantees the right to make all divisions, bonus divisions, and redivisions as the Grantors may have under the Act.

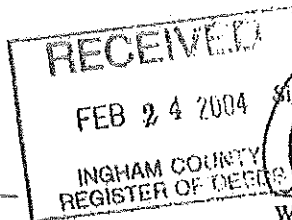
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This deed is tax exempt in accordance with MCL 207.526(a).

Dated this 21 day of NOV, 1998.

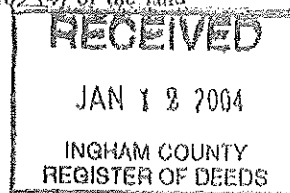
Signed in the presence of

A. D. Kitchmaster



Signed by:

William A. Beers



When Recorded Return to:

Send Subsequent Tax Bills To:

Drafted By: *return to*  
Michael C. Levine  
Fraser Trebilcock Davis & Foster, PC  
1000 Michigan National Tower  
Lansing, MI 48933  
(517) 482-5800

Tax Parcel #



Recording Fee: \$

RETURN TO:

FIRST AMERICAN TITLE  
COMMERCIAL DEPT.  
612 W. LAKE LANSING, STE. 300  
EAST LANSING, MI 48823

Transfer Tax: \$0.00

64410

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pg 8

*[Signature]*  
C. D. Kitchenmaster  
*[Signature]*  
Debbie M. Bradley

*[Signature]*  
Frances L. Beers  
*[Signature]*  
Barbara Lee Bradley

The foregoing instrument was acknowledged before me this 21 day of Nov, 1998 by William A. Beers, Frances L. Beers and Barbara Lee Bradley.

C. D. KITCHENMASTER  
Notary Public, Ingham Co., MI  
My Comm. Expires May 2, 2001

*[Signature]*  
Notary Public, Ingham County, Michigan  
My Commission expires: 5-2-01

2004-012602  
Page: 2 of 2  
02/25/2004 08:40A

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pg 9

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into April 9<sup>th</sup>, 2024 ("**Date**"), by and between William A. and Frances L. Beers ("**Seller**") and NHI Commercial or entity to be formed later and assigned ("**Buyer**").

For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree to the following:

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Sellers interest in the real property in accordance with the terms of this agreement, without limitation, all easements, covenants and other rights appurtenant thereto, all buildings, structures, garages and any other improvements belonging to or being part of the real property, all systems, equipment, machinery, fixtures, water and sewer lines and other property owned by Seller and affixed or permanently attached to and located on or serving such real property. All licenses, permits, authorizations, approvals, zoning and development rights pertaining to the ownership of the real property, if any, and, to the extent in Sellers possession, all existing third party plans, drawings, surveys and engineering reports.

**Parcel ID Number:** 33-18-07-11-200-014

**Legal Description:** COM 455.65 FT W OF THE NE COR SEC 11, TH S 478.56 FT, TH W 1362.89 FT, TH N 478.5 FT, TH E 1355.36 FT TO THE POB, T3N, R1E, 425 AGREEMENT CITY OF WILLIAMSTON.

**Common Address:** 301 Linn Road, Williamston, MI 48895 ("**The Property**").

1. **Purchase Price.** The Buyer agrees to purchase from the Seller and the Seller agrees to sell to the Buyer, the Property, as herein described, for the sum as follows: Two Hundred Ninety-Eight Thousand Four Hundred Dollars, (\$298,400.00) ("**Purchase Price**"). Buyer shall pay the full purchase price to Seller upon execution and delivery of a Warranty Deed and performance by Seller of the closing obligations specified herein. It is agreed between Buyer and Seller that the price per acre will be Twenty Thousand Dollars (\$20,000.00), final sales price is subject to Seller providing a survey in their possession showing the total acreage of the parcel is 14.92 acres.

2. **Earnest Money and Escrow Agent Authorization.** Within Five (5) calendar days after the acceptance of this Agreement by both parties, the Buyer shall cause a good faith deposit in the amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars ("**Earnest Money**") to be placed in escrow with Bell Title Company (the "**Escrow Agent**"). The escrow instructions shall authorize the Escrow Agent to apply all Earnest Money to the purchase price at Closing.

3. **Title Insurance.** The Seller shall deliver to the Buyer within Ten (10) days of the acceptance of this Agreement, a commitment for an Extended ALTA Owner's Title Insurance Policy, without standard exceptions for the Property in the amount of the Purchase Price, together with copies of all instruments described in schedule B thereof (the "**Commitment**") from Bell Title Company ("**Title Company**"). The parties shall provide such customary affidavits and documents as the Title Company may require to issue

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pg 10

said Owner's policy of insurance. Seller shall pay all title insurance premiums and costs for the Owner's policy without standard exceptions; provided, however that Buyer shall, at its cost and expense, be responsible for providing any new or recertified survey required by Title Company to remove the standard exceptions. Buyer to pay for any additional endorsements desired by Buyer.

4. **Title Transfer.** Title to the Property shall pass from the Seller to the Buyer, by execution of a Warranty Deed conveying good and marketable fee simple title to the property, subject to the permitted exceptions, free of any and all claims, subject to easements and restrictions of record; streets, highway easements, if any; zoning ordinances, building and use codes regulations and restrictions.

5. **Title Objections.** Buyer shall have Thirty (30) days from its receipt of the Commitment to object to matters contained in the Commitment. If objection to the title is made within said Thirty (30) day period, that title is not in the condition required for delivery as stated herein, then, the Sellers shall have Thirty (30) days from the date of receipt of said written notice of certain particular defects, to remedy the title, or failing that, to obtain title insurance resolving the defect and failing those remedies within the time stated, immediately refund the deposit in full to the Buyer. Should the Seller remedy the title objection or obtain a title policy as stated herein to Buyer satisfaction then the Buyer shall continue with the Agreement in accordance with the terms and conditions contained herein. Should the Seller elect not to or fail to remedy the title objection or obtain a title policy as stated herein to Buyer satisfaction, then Buyer can elect to either close the transaction, subject to said title objections, or terminate this Agreement, in which case the entire Earnest Money shall be returned to Buyer and neither party shall have any further rights, obligations or duties under this Agreement. Buyer shall have the right at any time to waive any objections that it may have made and thereby to preserve this Agreement in effect.

6. **Time and Location of Closing.** Provided all the terms and conditions of this Agreement have been met, the transaction shall close on or before Ten (10) days from the end of the due diligence period unless extended in writing and agreed to by both parties ("**Closing Date**"). The Parties agree to cooperate and facilitate closing by either overnight delivery, E-Closing and E-Recording of documents and wire transfer of funds so as to preclude the necessity of an "in person" closing.

7. **Possession.** The Seller shall deliver, and the Buyer shall accept possession of the Property at closing ("**Possession**"), subject to any Leasehold rights.

8. **Taxes and Assessments.** Taxes shall be deemed to cover the calendar year in which the taxes are first billed. Taxes which are first billed in years prior to the year of closing shall be paid by Seller without proration. Taxes which are first billed in the year of closing shall be prorated as of the date of closing on a "Due Date" basis as if paid in arrears, with Seller receiving a credit for any prepaid taxes. Seller shall pay all special assessments which have become a lien on the property prior to the closing, whether due in installments or otherwise without proration.

9. **Due Diligence Period.** Prior to May 15<sup>th</sup>, 2024, the Seller shall deliver to Buyer the most recent existing survey(s), copies of all environmental reports, and Seller's title insurance policies *in its' possession*. The Buyer shall be granted One Hundred and Eighty (180) days, from the Effective Date in this agreement (the "**Due Diligence Period**") to perform its due diligence at Buyer's sole expense. Due diligence is interpreted to include but not be limited to conditions that would be revealed by an accurate ALTA survey of the Property, utilities to the Property for the Buyer's benefit, site plan, application, mortgage financing and

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pg 11

approvals for construction and permits, environmental issues and analysis, applicable ordinances and codes for Buyer's intended use, zoning and municipal approval for Buyer's intended use, and inspections of the Property. The issuance of such permits, approvals, and licenses by Governmental authorities to Buyer is a specific condition of Buyer's acquisition of the property from Seller. Should the Buyer determine at any time during the Due Diligence Period, the Property does not meet the test of the intentions of the Buyer, in the sole discretion of the Buyer, then, the Buyer shall deliver written notice ("**Termination of Purchase Agreement**") to the Seller at the address written herein and to the Escrow Agent advising of the termination of this Purchase Agreement, whereon the Earnest Money shall be immediately refunded to Buyer by Escrow Agent. Should written notice not be provided within the Due Diligence Period stated herein, the Buyer shall be deemed to have approved, to the Buyers' sole satisfaction, the purchase of the Property and the sale shall proceed to close in accordance with the terms and conditions of this Agreement.

Subject to the terms of this Purchase Agreement, Buyer may extend the expiration of the Due Diligence Period for One Hundred Eighty (180) days by providing to Seller, prior to the expiration of the Due Diligence Period, written notice of such extension. As consideration for this extension ("**Extension**") Buyer agrees to request from the Title Company that Ten Thousand Dollars (\$10,000.00) from the Earnest Money ("**Earnest Money**") be immediately remitted to Seller and these monies shall be Non-Refundable other than a default which occurred by Seller. All Earnest Money deposit and Extension Monies shall be applied to the purchase price at closing.

Subject to the terms of this Agreement, and at no monetary expense to Seller, Seller shall reasonably cooperate with Buyer's performance of Buyer's due diligence activities, including Seller's execution of applications for municipal approvals and consents as necessary for Buyer's rezoning and / or intended use of the Property. Notwithstanding such cooperation Seller shall have no responsibility for any obligations associated with Buyer's application for or pursuit of or Buyer's receipt of approvals, permits or consents from any third party, including any governmental authority (collectively "**Buyer's Applications and Approvals**") other than to reasonably cooperate with Buyer in the process, and Buyer shall be considered the "applicant" and solely responsible for all obligations associated with Buyer's Applications and Approvals. Buyer shall defend, hold harmless, and indemnify Seller and Seller Parties for all costs, expenses, losses, and damages Losses arising out of or related to Buyer's Applications and Approvals. The terms of this paragraph shall survive the Closing or termination of this Agreement.

10. **No New Contracts.** Seller shall not, without Buyer's written consent, which may be withheld in Buyer's sole discretion, enter into any new lease or amend the existing or any contracts, renewal contracts or extensions of contracts, or other commitments regarding the Property which extend beyond the closing and which would be binding upon the Property after the Closing Date, or in any way mortgage, hypothecate or create any lien or encumbrance upon the Property, including conducting any work at the Property which could give rise to a lien which is otherwise paid in full at or before closing.

11. **Access.** During the Due Diligence Period, the Buyer, its employees, agents, and representatives shall have the right of reasonable access to the Property for obtaining the information deemed necessary for the satisfactory completion of the Buyer's Due Diligence of the Property. Buyer agrees to perform any on site work, i.e. borings etc., in a workmanlike manner, committing no waste thereto, and restoring surface conditions if altered. Buyer agrees to Contact Seller Forty-Eight Hours (48) in advance of their intention to perform any Due Diligence work on the property, subject to Leasehold rights by Sellers Current Tenant. Buyer shall indemnify and hold Seller harmless from and against all costs arising from or relating to the due



8 pg 12

diligence actions of Buyer and/or its agents, employees, and contractors, including, without limitation any injury to persons or property. Buyer shall repair any damage to the Property caused by or resulting from its Due Diligence actions.

12. **Buyer's Default.** In the event of a default by the Buyer, due to the fault of the Buyer, hereunder following the Due Diligence Period, or extensions as provided herein, the Seller may, at its option, terminate this Agreement by written notice to the Buyer, retain the good faith deposit and this shall constitute the sole and exclusive remedy of the Seller.

13. **Seller's Default.** In the event of a default by the Sellers hereunder either during or following the Due Diligence period, or extensions as provided herein, the Buyer may at its sole and exclusive remedy either (a) terminate the agreement and receive a refund of the Deposit within five (5) days after termination; (b) sue for specific performance; or (c) waive such breach and proceed to closing. The remedies set forth above shall be Buyers sole remedies arising from a default, breach, or failure to perform by Seller.

14. **Loss.** Risk of Loss shall transfer at the Closing. Should an insured loss, damage or a claim occur, before the Closing, Buyer may elect to (a) receive the proceeds of any insurance and proceed to Close on the purchase of the Property, (b) deduct the proceeds of any insurance from the Purchase Price and proceed to Close on the purchase of the Property, or (c) terminate this Agreement. Seller shall provide to Buyer written proof of proceeds from the insurance carrier within ten (10) days of receipt of same. Buyer shall advise Seller of its intention, within ten (10) days of receipt of Seller's notice, regarding the proof of proceeds, of its election pursuant to this Section. Should a loss or damage be caused by Buyer or any of their invitees, agents, successors, and /or assigns, Buyer would be solely responsible for such loss or damage at their expense.

15. **Condemnation.** In the event all, or substantially, all of the Property, is taken by condemnation or similar proceedings, Seller shall notify Buyer of the condemnation proceedings within ten (10) business days after Seller learns of the commencement thereof; Seller or the Buyer may terminate this Agreement upon written notice to the other. In the event the Agreement is not terminated by either the Seller or the Buyer, the transaction shall be closed in accordance with the terms of this Agreement provided; however, the Seller shall assign to the Buyer all rights to the condemnation award. Any condemnation proceeds received by the Seller prior to the Closing shall be credited against the Purchase Price.

16. **Costs and Expenses of Closing.** Seller shall pay the fees for recording any discharges of mortgages or other documents necessary to deliver title in the condition required under this Agreement. The Seller shall pay all transfer taxes due upon the warranty deed delivered to the Buyer. The Buyer to pay the fees to record any mortgage and the warranty deed, all tax certifications incident thereto, The Buyer's Brokers Commission, any other documents for Buyer benefit. Each party shall pay its own attorney fees and pay one-half of the Closing fee charged for closing by the Escrow Agent for closing this transaction. All water and sewer service charges shall be paid in full by Seller as of the date of Closing or the Parties may agree for Seller to place sale proceeds in escrow with the Escrow Agent at Closing sufficient to pay such water and sewer service charges ("**Water Escrow**"). In the event of a Water Escrow, same shall be governed by a customary escrow agreement used by Escrow Agent with all unused proceeds being delivered to Seller.

17. **Broker Commissions.** Each Party hereto represents and warrants to the other that it has dealt with no Brokers or finders in connection with this transaction, except for Bill Jakovac of Summit Realty Services,

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pg 13

LLC (the "Buyers Broker"). Buyers Broker will be compensated by the Buyer.

18. **Notices.** All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed by certified mail, return receipt requested, sent by facsimile, emailed or delivered to the respective party for whom the same is intended at the address of such party set forth in this Agreement or later provided by the intended recipient; with service being deemed effective five days after mailing, and upon verification the facsimile, scanned and emailed was received, or, upon delivery.

If to Seller: William and Frances Beers  
1818 Linn Road  
Williamston, MI 48895  
Preferred Contact Method: Email: franbeers@aol.com

If to Buyer: NHI Commercial  
1040 Mak Tech Dr.  
Lansing, MI 48906  
Email: Kevin@nhicommercial.com

19. **Right of Assignment.** Buyer may assign its rights and obligations under this agreement, without sellers' approval, to another entity controlled by members of the Buyer (and shall give notice to the seller of such assignment). Any assignee of any of the Buyer's rights under this agreement must assume all of Buyer's obligations under this agreement.

20. **Miscellaneous.**

- A. Time is of the essence of this Agreement.
- B. This Agreement may be extended only by a mutual written agreement.
- C. This Agreement shall be governed by and construed in accordance with the Laws of the State of Michigan
- D. This Agreement, its attachments and addendum, represent the entire agreement between the Seller and Buyer, it supersedes and replaces all prior agreements or understandings, either written or oral.
- E. The undersigned represent they each have the expressed authority to sign this Agreement on behalf of their respective entities and to bind the entities.
- F. To Seller's actual knowledge, the Property is not subject to any unrecorded encumbrances or easements.
- G. To Seller's actual knowledge, there are no pending or threatened legal actions involving the Property.

21. **Time for Acceptance.** This Agreement will become void, if not responded to in writing by 5:00PM, Tuesday, April 9<sup>th</sup>, 2024.

22. **Personal Property.** No Personal Property.

23. **Confidentiality.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

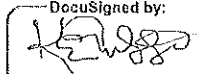
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pg 14

24. **AS IS.** Neither Seller nor any Broker, nor any of their officers, directors, managers, members, employees, or agents have made any representation, warranty or disclosure with respect to the Property, upon which buyer may rely, except as may be set forth in writing in this agreement. By closing, Buyer agrees to accept the property in "AS IS" condition with all its faults and limitations to fullest extent permitted by law.
25. **Severability.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect.
26. **Advice of Counsel.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.
27. **Counterparts.** This agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this agreement or any amendments thereto be effective unless and until signed by all parties hereto. Fax, e-DocuSign, or email signatures on this agreement shall be sufficient for all purposes and all such signatures shall be deemed to be originals.
28. **Broker Environmental Disclaimer.** The Buyer and Seller agree that the Real Estate Broker has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Buyer acknowledges that Buyer shall be given the opportunity to make a competent environmental inspection, and the Buyer and Seller each do hereby release the Real Estate Broker and real estate agent from any liability. The Buyer and Seller each hereby expressly waive any claim whatsoever against the Real Estate Broker and real estate agent before or after the closing of this transaction.
29. **Waiver.** The failure to enforce any particular provision of the Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.
30. **Days and Business Days.** Wherever in this agreement reference is made to "Days", the same shall mean "Calendar Days". Wherever reference in this agreement is made to "Business Days", the same shall mean any day other than a Saturday, Sunday, or legal holiday in Michigan.
31. **Effective Date.** For all purposes of this Agreement the "Effective Date" shall be the last date of execution hereof by Seller or Buyer and delivered by both parties including any counter proposals or amendments countersigned by the opposing party.

*Signatures on the following page*

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pg 15

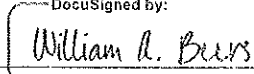
**BUYER: NHI COMMERCIAL**

DocuSigned by:  
  
Kevin McIntyre

4/9/2024

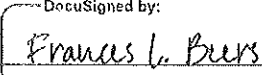
Date

**SELLERS:**

DocuSigned by:  
  
William A. Beers

4/9/2024

Date

DocuSigned by:  
  
Frances L. Beers

4/9/2024

Date

9a+9b  
pg 1



# Memorandum

**TO:** City of Williamston  
**FROM:** Jeff Keesler, Associate Planner  
**SUBJECT:** Rezoning and Special Land Use review –301 Linn Rd.  
Proposed Residential Development  
  
Parcel ID: 33-18-07-11-200-014  
  
**DATE:** August 27, 2024

## OVERVIEW

The applicant, Kevin McIntyre of NHI Commercial, is seeking two actions from the Planning Commission:

1. **To rezone** a 14.92-acre parcel from RR-Rural Residential to R-3 Multiple Dwelling Residence District.
2. **To request Special Land Use approval** to develop a multi-family housing community, exceeding 5 dwelling units. The proposed development would be a mixture of townhome and apartment style buildings.

**Rezoning:** The subject site is vacant and has historically been used for agricultural purposes. An aerial image of the site is below with a red rectangle showing the approximate location of the parcel in question. The site is currently zoned RR-One-Family Residential and Open Space Conservancy District. The site has historically been used for farming and farm operations. It has never been developed. The applicant has requested to rezone to R-3 Multiple Dwelling Residence District to be able to construct townhomes and apartments, which are permitted uses in the R-3 district.

The Williamston Master Plan and Future Land Use map designate the area pictured on the right as Mixed Use. The 2015 Master Plan envisioned this area to be a mixture of commercial, residential, and professional office uses. This area is part of the Williamston Road Overlay district, which seeks to grow this area with a mixture of commercial, residential, and professional office uses, as well as making the area more connected by adding sidewalks and non-motorized infrastructure.

The proposed apartments and townhomes fit with the intent of the 2015 Master Plan and this future land use category. Should the rezoning to construct apartments and townhomes be approved by the City of Williamston, the impact on surrounding parcels would be negligible, since the 2015 Master Plan and Future Land Use Map have planned for this type of use. There are also townhome, codon, and single-family housing developments in the immediate proximity. This use would fit with the uses in the area.

**Special Land Use:** In addition to seeking a rezoning from RR to R-3, the applicant is seeking a Special Land Use to develop a multi-family housing community exceeding 5 dwelling units. Low-Intensity multiple family dwelling units (3-4 units) are allowed as a permitted use in the R-3 Multiple Dwelling Residence District. High intensity multiple family (5+ units) are allowed in R-3 as a special land use. The applicant is seeking a special land use to allow the construction of more than 5+ units on a parcel that will be rezoned to R-3.





9a + 9b  
pg 2



## USE OF THE PROPERTY

The property is currently active farmland. The proposed multi-family residential development would activate the land and bring much needed housing opportunities to Williamston. The site is zoned for agriculture and single-family homes and is designed to include mixed-uses in the 2015 Master Plan.

## EXISTING AND SURROUNDING CONDITIONS AND ZONING DISTRICTS

The subject site is located on the south side of Linn Rd., just west of N. Williamston Rd.. Current conditions on the site include vacant and agricultural land. Directly to the east of the property is the Antiques Market of Williamston store, zoned C-2 General Business District. On the north side of Linn Rd. is the Plymouth Landing neighborhood and the Tractor Supply Company store. West of the property is a stand of forest, a single-family home, and vacant or open agricultural land. of the property is WTC Developments, which is also zoned C-3 Mixed Business District. Further, the site is in the vicinity of several commercial businesses off of N. Williamston Rd.

## GENERAL SITE PLAN REQUIREMENTS

The site plan as presented for review is in compliance with general site plan requirements as noted in the City's Zoning Ordinance. Most notably, the site plans shall be drawn by a professional licensed engineer and include the engineer's seal. Further, site plans shall include a scale, basic lot dimensions and lot lines, building dimensions, building elevations, interior renovation plans, and other applicable elements. Refer to Section 74-9.208 for a list of information required for site plan review and approval.

## R-3 DIMENSION REGULATIONS

### Schedule of Regulations: R-3

Regulation Type	One-Family	Two-Family or Low- Intensity Multi-Family	High Intensity Multiple Family or Townhouse
Minimum Lot Area	7,200 sq. ft.	5,400 sq. ft.	4,000 sq. ft.
Minimum Lot Width	60 ft.	60 ft.	40 ft.
Maximum Building Height	35 ft.	35 ft.	35 ft.
Minimum Front Yard Setback	10 ft.	10 ft.	10 ft.
Maximum Font Yard Setback	25 ft.	25 ft.	25 ft.
Minimum Side Yard Setback	15 ft.	15 ft.	15 ft.
Rear Yard Setback	35 ft.	35 ft.	35 ft.

## RECOMMENDATIONS

**Rezoning:** The proposed development fits the Master Plan Future Land Use map and development goals for the area. If the Planning Commission were to grant the rezoning from RR to R-3, the proposed development would fit the Future Land Use map, new Zoning District, and general development goals in the southern portion of the city.

We recommend the City of Williamston approve the rezoning from RR One-Family Rural Residential and Open Space Conservancy District to R-3 Multiple Dwelling Residence District.

The Planning Commission must decide if they believe that rezoning this parcel from RR to R-3 will fulfill the goals of the Master Plan Future Land Use map and the goals for the Williamston Road Overlay.

**Special Land Use:** Criteria for Special Land Use reviews is spelled out in Chapter 3 of the Williamston Zoning

9a & 9b  
pg 3



Ordinance. The Standards for Approval are also spelled out in the Zoning Ordinance in Section 74-9.303 and are listed below.

#### Section 74-9.303 Standards for Approval of Special Land Uses

- A. Be harmonious with and in accordance with the general principles and objectives of the comprehensive master plan of the City of Williamston.
- B. Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the use will not change the essential character of the area in which it is proposed.
- C. Not be hazardous or disturbing to existing or future uses in the same general vicinity and will be a substantial improvement to property in the immediate vicinity and to the community as a whole.
- D. Be served adequately by essential public facilities and services, such as highways, streets, police, fire protection, drainage structures, refuse disposal water and sewage facilities and schools.
- E. Not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any person, property or general welfare as a result of producing excess traffic, noise, smoke, fumes, glare, odors.
- F. Be necessary to meet the intent and purpose of the zoning regulations; be related to the standards established in this ordinance for the land use or activities under consideration; and be necessary to ensure compliance with those standards.
- G. Be related to the valid exercise of police power and purpose which are affected by the proposed use or activity.

Based on fulfilling the standards above for Special Land Use approval, McKenna recommends approving the Special Land Use to allow more than 5+ dwelling units on this parcel. McKenna believes that this project will advance the goals of the 2015 Master Plan and the N. Williamston Rd. area. The Planning Commission must determine if the Special Land Use is approved, approved with conditions, or denied.

It is imperative to mention that an approval of the rezoning and an approval of the Special Land Use does not approve the project's Site Plan application. A formal Site Plan application will further detail the aspects of the development. The applicant will still need to go through the Site Plan approval process to receive approval to construct the multi-family residential development.

If you have any questions or would like additional information on this recommendation, please feel free to reach out to Jeff Keesler, Associate Planner, at [jkeesler@mcka.com](mailto:jkeesler@mcka.com).

Respectfully Submitted,

Jeff Keesler, Associate Planner

q/b.  
pg 1

**CITY OF WILLIAMSTON  
PLANNING COMMISSION**

**PROPOSED RESOLUTIONS**

**GRANTING AND/OR DENYING**

**REQUESTED SPECIAL USE PERMIT**

**FOR**

**NHI Commercial/Mark Jernigan,  
Applicants/Property Owners**

**September 3, 2024**



9b.  
pg 1

**PROPOSED RESOLUTION  
OPTION 1 - GRANTING SPECIAL USE PERMIT**

**BE IT RESOLVED** that the Williamston Planning Commission hereby finds, with respect to the request for a special use permit for the R-3, Multiple Family Residential District, requested by NHI Commercial and Mark Jernigan, Applicants/Property Owners, of 481 Winding River Dr., Williamston, Michigan 48895, for high intensity multiple family use (more than 5 units) under Section 74-2.304 of the Zoning Ordinance of the City of Williamston, to establish a high intensity multiple family residential development on the property located at 301 Linn Rd., Williamston, Michigan, Tax Id No. 33-18-07-11-200-014, as follows:

1. The high intensity multiple family residential development as proposed by Applicants is consistent with the existing comprehensive plan for the area being that of a multiple family residential use character.
2. The proposed high intensity multiple family residential development would be consistent with the residential use pattern in the surrounding area.
3. The high intensity multiple family residential development use will not be hazardous to existing or future land uses in the area.
4. The proposed high intensity multiple family residential development use will be an improvement over the vacant land and will create a positive economic impact in the area.
5. That the site is adequately served by public utilities and services and the proposed use will not create any excessive demand on public services or public utilities.
6. The high intensity multiple family residential development use will not generate noise, odor, smoke, fumes, or glare.
7. The proposed high intensity multiple family residential development use will be consistent with the Williamston Zoning Ordinance.

**BE IT FURTHER RESOLVED**, that based in the aforementioned findings, the special use permit requested by Applicants is hereby granted to establish a high intensity multiple family residential development use.

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pg 3

**PROPOSED RESOLUTION**  
**OPTION 2 – GRANTING SPECIAL USE PERMIT WITH CONDITIONS**

**BE IT RESOLVED** that the Williamston Planning Commission hereby finds, with respect to the request for a special use permit for the R-3, Multiple Family Residential District, requested by NHI Commercial and Mark Jernigan, Applicants/Property Owners, of 481 Winding River Dr., Williamston, Michigan 48895, for high intensity multiple family use (more than 5 units) under Section 74-2.304 of the Zoning Ordinance of the City of Williamston, to establish a high intensity multiple family residential development on the property located at 301 Linn Rd., Williamston, Michigan, Tax Id No. 33-18-07-11-200-014, as follows:

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2. The proposed high intensity multiple family residential development would be consistent with the residential use pattern in the surrounding area.
3. The high intensity multiple family residential development use will not be hazardous to existing or future land uses in the area.
4. The proposed high intensity multiple family residential development use will be an improvement over the vacant land and will create a positive economic impact in the area.
5. That the site is adequately served by public utilities and services and the proposed use will not create any excessive demand on public services or public utilities.
6. The high intensity multiple family residential development use will not generate noise, odor, smoke, fumes, or glare.
7. The proposed high intensity multiple family residential development use will be consistent with the Williamston Zoning Ordinance.

**BE IT FURTHER RESOLVED**, that based in the aforementioned findings, the special use permit requested by Applicants is hereby granted to establish a high intensity multiple family residential development use.

**BE IT FURTHER RESOLVED**, that the special use permit granted to Applicants shall be subject to strict compliance with the following conditions:

1. The use is contingent upon the property being rezoned from RR to R-3;
2. The use must be established within one (1) year from this date.
3. The proposed building area shall be of the design and shall be located on the property as shown on an approved site plan.

qb.  
pg 4

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9b.  
pg 5

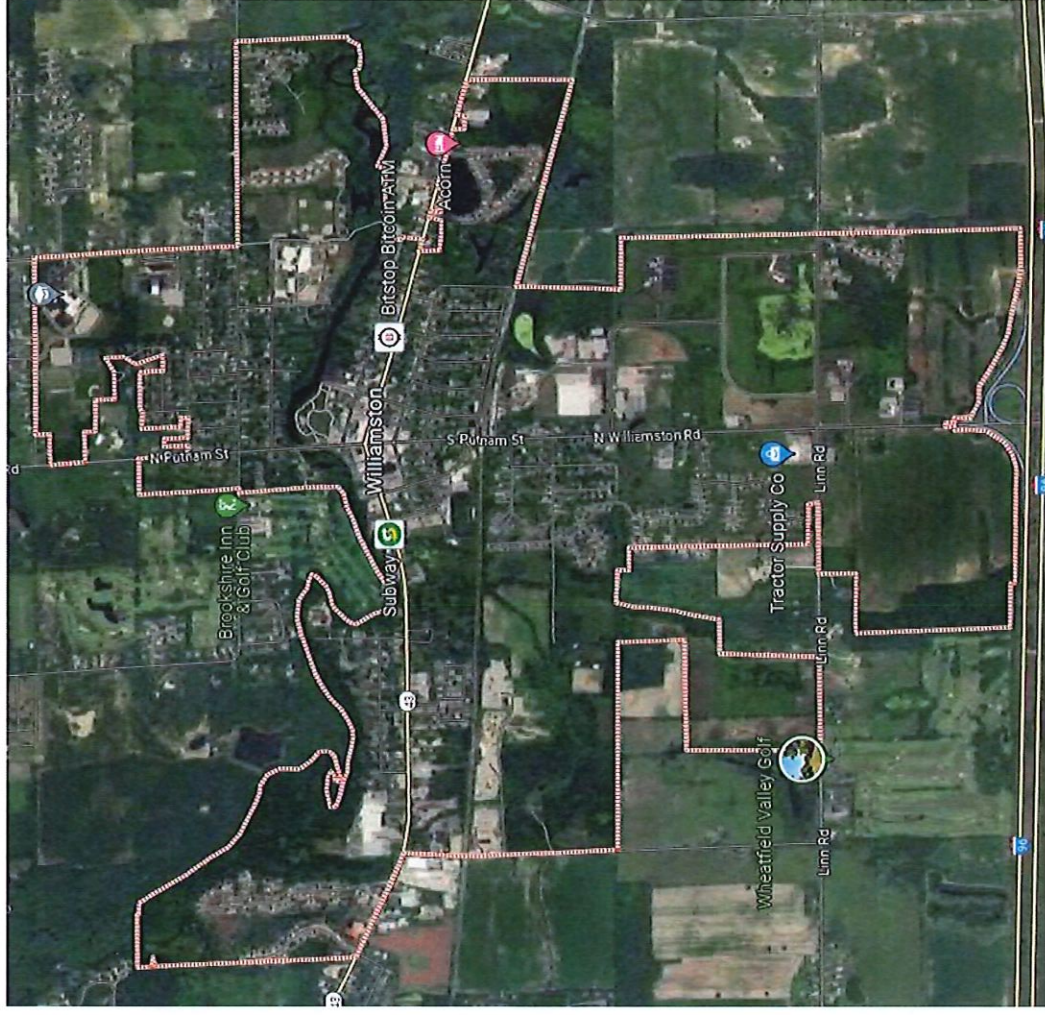
**PROPOSED RESOLUTION  
OPTION 3 – DENIAL OF SPECIAL USE PERMIT**

**BE IT RESOLVED** that the Williamston Planning Commission hereby finds, with respect to the request for a special use permit for the R-3, Multiple Family Residential District, requested by NHI Commercial and Mark Jernigan, Applicants/Property Owners, of 481 Winding River Dr., Williamston, Michigan 48895, for high intensity multiple family use (more than 5 units) under Section 74-2.304 of the Zoning Ordinance of the City of Williamston, to establish a high intensity multiple family residential development on the property located at 301 Linn Rd., Williamston, Michigan, Tax Id No. 33-18-07-11-200-014, as follows:

1. The high intensity multiple family residential development as proposed by Applicants is inconsistent with the existing comprehensive plan for the area being that of a multiple family residential use character.
2. The proposed high intensity multiple family residential development would not be consistent with the residential use pattern in the surrounding area.
3. The high intensity multiple family residential development use will be hazardous to existing or future land uses in the area.
4. The proposed high intensity multiple family residential development use will not be an improvement over the vacant land and will not create a positive economic impact in the area.
5. That the site is not adequately served by public utilities and services and the proposed use will create excessive demand on public services or public utilities.
6. The high intensity multiple family residential development use will generate noise, odor, smoke, fumes, or glare.
7. The proposed high intensity multiple family residential development use will be inconsistent with the Williamston Zoning Ordinance.

**BE IT FURTHER RESOLVED**, that based in the aforementioned findings, the special use permit requested by Applicants to establish a high intensity multiple family residential development use is hereby denied.

# City of Williamston



# Williamston Demographics: -2010 - 2020 Populations

Table 1: Population Growth Comparisons

	Michigan	Ingham County	Williamston Township	City of Williamston	Lansing	Webberville	Meridian Charter Township
2010	9,952,687	281,365	4,975	3,783	115,634	1,474	39,669
2020	9,973,907	290,923	5,165	3,819	117,488	1,238	42,853
% Change	0.2%	3.4%	3.8%	1.0%	1.6%	-16.0%	8.0%

Source: 2010 and 2020 United States Decennial Census

Table 2: Household Growth Comparison

	Michigan	Ingham County	Williamston Township	City of Williamston	Lansing	Webberville	Meridian Charter Township
2010	3,843,997	108,723	1,742	1,828	48,515	530	17,169
2020	3,980,408	113,678	1,997	1,706	49,539	461	18,451
% Change	3.5%	4.6%	14.6%	-6.7%	2.1%	-13.0%	7.5%

Source: 2010 and 2020 United States Decennial Census

Table 3: Average Household Comparison

	Michigan	Ingham County	Williamston Township	City of Williamston	Lansing	Webberville	Meridian Charter Township
2010	2.53	2.4	2.86	2.3	2.37	2.78	2.29
2020	2.45	2.4	2.57	2.31	2.35	2.69	2.3
% Change	-0.032	0.000	-0.101	0.004	-0.008	-0.032	0.004

Source: 2010 and 2020 United States Decennial Census

10a  
pg 2



3

# Williamston Demographics: -2030 - 2040 Population Projections

Table 4: Population Projections

	2030	2040
Extreme Outmigration (-12%)	4,422	4,422
Reduced outmigration (6%)	4,675	4,930
No migration	4,927	5,467
Low growth (2.5%)	5,032	5,699
Moderate growth (5%)	5,137	5,935
Extreme growth (10%)	5,348	6,423

# Williamston Demographics: -Median Age – 2020

Table 5: Median Age Comparison

	Michigan	Ingham County	Williamston Township	City of Williamston	Lansing	Village of Webberville	Meridian Charter Township
2020	39.8	32.4	49.5	39.9	32.8	35.5	36.9

Source: 2010 and 2020 American Community Survey 5-year Estimates

Table 6: Population Age Groups

Age Group	2020	% of Population
Pre-School Age (Under 5)	339	8.6%
School Aged (5-19 years)	616	15.6%
Family Forming (20-44)	1,277	32.4%
Mature Families (45 to 64)	1,022	25.9%
Retirement (Over 65)	685	17.4%
<b>Total</b>	<b>3,939</b>	

Source: 2010 and 2020 American Community Survey 5-year Estimates

Note: There is some discrepancy between ACS population estimates and Decennial census population counts. The ACS provides detailed estimates of the breakdown of the population into age groups that the Decennial Census has not yet released.



# Williamston Demographics: -Occupation of Residents

Table 1: Occupation of Residents by Industry

Sector	Number	Percentage
Agriculture, Forestry, Fishing, and Mining	0	0.0%
Construction	62	2.9%
Manufacturing	144	6.7%
Wholesale Trade	107	5.0%
Retail Trade	143	6.6%
Transportation and Warehousing, Utilities	49	2.3%
Information	16	0.7%
Finance, Insurance, and Real Estate	397	18.5%
Professional, Scientific, and Management, and Administrative and Waste Management services	170	7.9%
Education, Health Care, and Social Assistance	606	28.2%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	108	5.0%
Public Administration	122	5.7%
Other	227	10.6%
<b>Total full-time, year-round civilian employed population over 16 years</b>	<b>2,151</b>	

Source: 2020 American Community Survey 5-Year Estimates

# Williamston Demographics: -Commercial

6

Table 1: Business Establishments by Sector

Sector	Number of Establishments	Number of Employees
Accommodation & Food Services	21	239
Administrative, Support & Waste Management Services	3	8
Agriculture, Forestry, Fishing, & Hunting	0	0
Arts, Entertainment, and Recreation	7	87
Construction	9	39
Educational Services	7	233
Finance and Insurance	21	102
Health Care and Social Assistance	14	132
Information	3	68
Management Companies & Enterprises	1	3
Manufacturing	10	245
Mining	1	5
Professional, Scientific, and Technical Services	19	72
Public Administration	9	162
Real Estate and Rental/Leasing	13	32
Retail Trade	24	177
Transportation & Warehousing	1	20
Utilities	0	0
Wholesale Trade	9	398
Other Services (except public administration)	36	121

\*When fewer than 3 establishments in a sector exist in an area, data is withheld at that scale to protect the privacy of the establishments being surveyed.

10a  
pg 6

# Williamston Demographics: -Median Income 2010/2020

Table 9: Median Income

	Michigan	Ingham County	Williamston Township	City of Williamston	Lansing	Village of Webberville	Meridian Charter Township
2010*	48,432	45,808	94,387	61,840	37,666	53,636	63,930
2020	59,234	55,253	123,102	75,862	44,233	56,696	72,156
% Change	22.3%	20.6%	30.4%	22.7%	17.4%	5.7%	12.9%

\*Adjusted for 2020 inflation using the Bureau of Labor Statistics Consumer Price Index

# Williamston Demographics: -Housing Type

Table 1: Occupancy and Tenure

Occupancy	Number of Housing Units	Percentage
Occupied Units	1,753	94.1%
Vacant Units	109	5.9%
Total Housing Units	1,862	
Tenure		
Owner-Occupied	1,206	68.80%
Renter-Occupied	547	31.20%

The type of structure discussed in the following table refers to the density of units. The City of Williamston mostly has standard, single-family homes on separate lots, making up 57.8% of the housing. The next-highest percentage of units is multi-family, which can refer to anything from a converted 3-unit home to a large apartment complex. This type makes up 22.7% of the housing stock in the City.

Table 2: Type of Structure

Housing Type	Number of Housing Units	Percentage
Single Family Detached	1,014	57.8%
Single Family Attached	180	10.3%
Two Units	16	0.9%
Multiple Family (More than 2 units)	398	22.7%
Mobile Home or other Type of Housing	145	8.3%
Total	1,753	

Source: 2020 American Community Survey 5-Year Estimates



# Williamston Demographics: -Housing Value and Age

Table 1: Median Home Value 2010-2020, Adjusted for 2020 Inflation

Year	Median Value	% Change
2010	150,500	-
2015	118,500	-21.3%
2020	171,900	+45.1%
2010-2020	-	+14.2%

Source: American Community Survey 5-Year Estimates, Bureau of Labor Statistics CPI Inflation Calculator

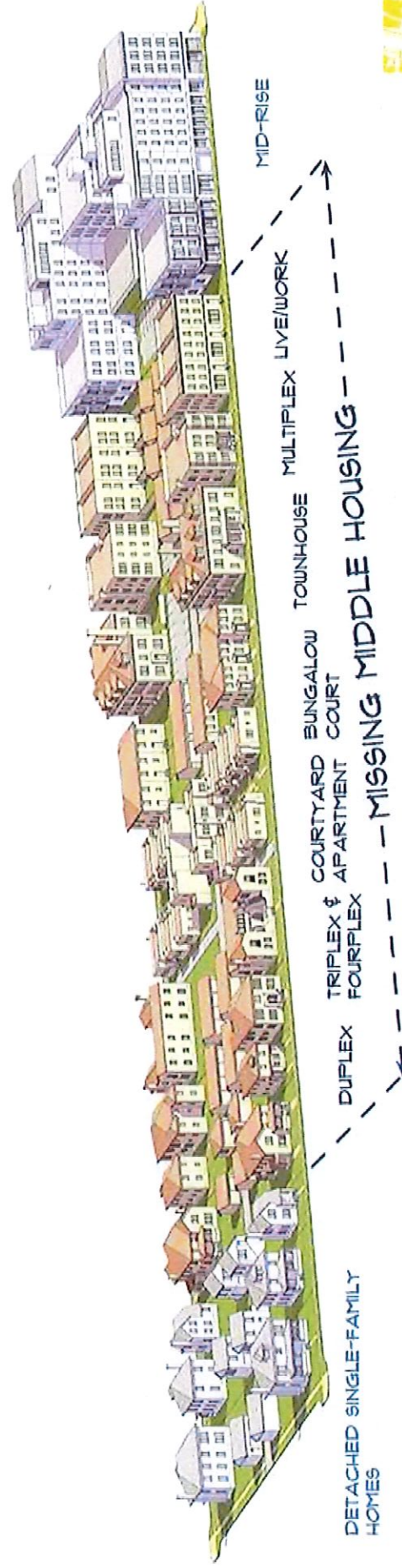
Table 2: Median Home Values in Comparison Communities

	Michigan	Ingham County	Williamston Township	City of Williamston	Lansing	Village of Webberville	Meridian Charter Township
2022	\$201,100	\$173,600	\$293,600	\$199,600	\$112,200	\$141,900	\$286,400

Table 12: Age of Housing Stock

Year Structure Built	Number	Percentage
2014 or later	0	0%
2010-2013	9	0.5%
2000-2009	340	19.4%
1980-1999	549	31.3%
1960-1979	269	15.3%
1940-1959	227	12.9%
1939 or earlier	359	20.5%

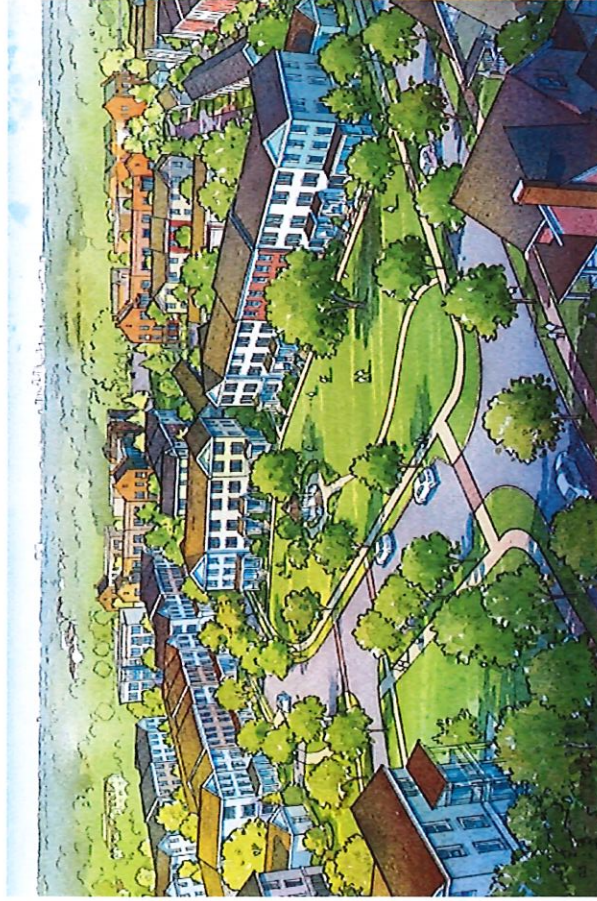
# Issues We Want to Address in the Master Plan: -Missing Middle Housing



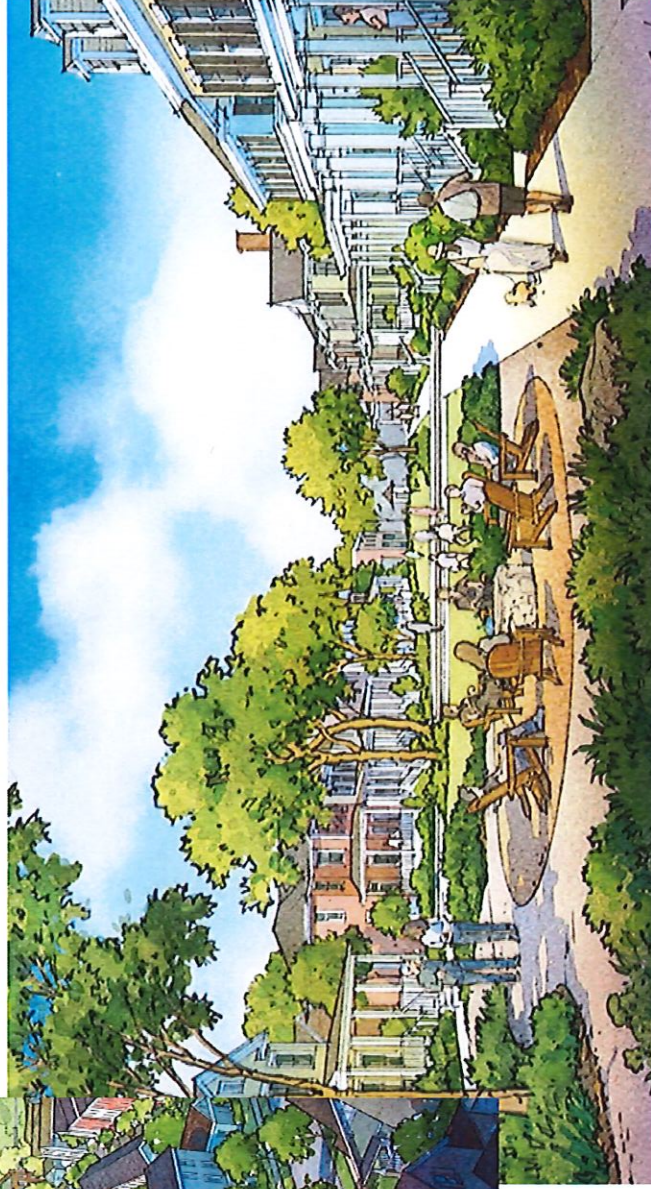
MissingMiddleHousing.com is powered by Opticos Design.  
Illustration © 2015 Opticos Design, Inc.



# Mixed-Use Developments? PUDs? Site Condos?



What is possible?

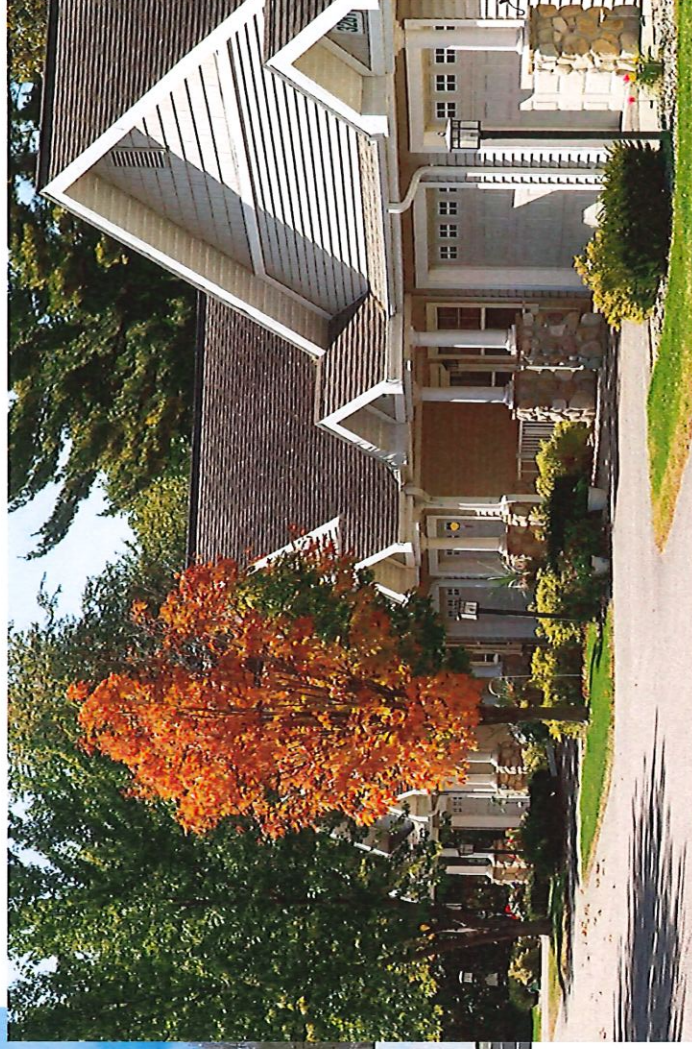


City of Williamston · Master Plan Update #2 AUGUST 8, 2024



# What gets built?: -Craftsman Style

12



City of Williamston - Master Plan Update #2 AUGUST 8, 2024

10a  
pg 12



# What gets built?: -Traditional Style

13



10a  
13/13



# What doesn't get built?: -“small-town” character



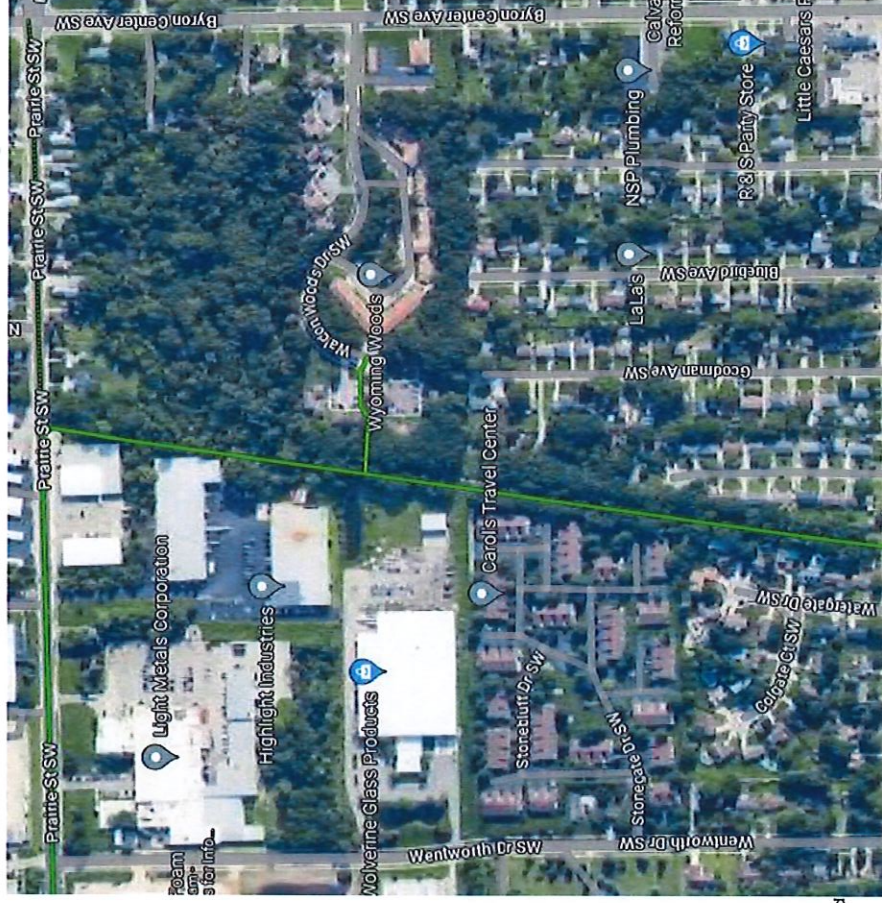
City of Williamston · Master Plan Update #2 AUGUST 8, 2024



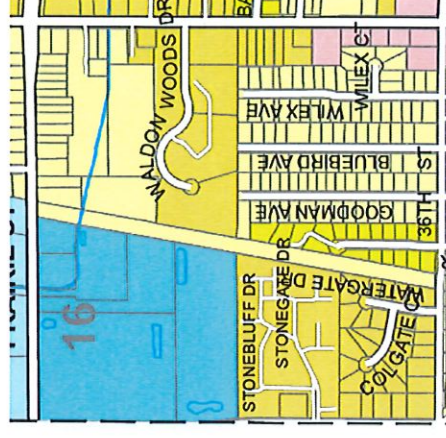
Chamberlain Property Mgmt, Inc.



# Wyoming, MI – Alderwood Neighborhood



City of Williamston - Master Plan Upd

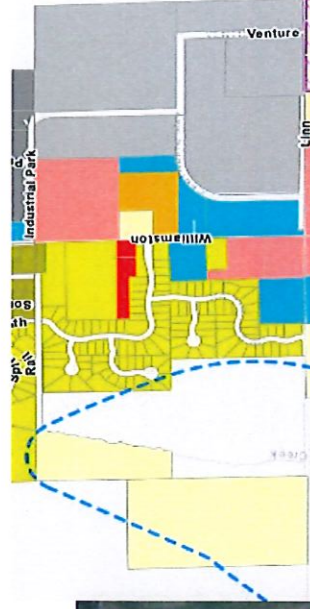


Zoning Code	
ER	
R-1	
R-2	
R-3	
R-4	
R-5	
R-6	
R-7	
B-1	
B-2	
B-3	
FBC-CG	
FBC-CN	
FBC-CS	
FBC-CU	
RO-1	
PUD-1	
PUD-2	
PUD-3	
PUD-4	
I-1	
I-2	
I-3	
P-1	

10a  
pg 15

# Williamston – NOLI

16



## LEGEND

- RR One-Family Rural Residential & Open Space Conservancy District
- R-1S One-Family Residential District
- R-1C One-Family Residential District
- R-2 One and Two Family Residential District
- R-3 Multiple Dwelling Residential District
- MH Mobile Home District
- C-1 Central Business District
- C-2 General Business District
- C-3 Mixed Business District
- C-4 Interchange Business District
- I-1 Light Manufacturing/Office/Research/Laboratory District
- I-2 Industrial District
- PO-1 Professional Office District
- PUD Planned Unit Development
- Conditional Zoning
- Wellhead Protection Overlay Zone

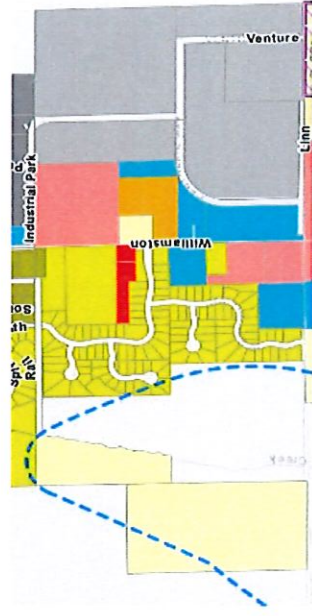
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# Williamston – NOLI - Future Design



City of Williamston - Master Plan U



## LEGEND

- RR One-Family Rural Residential & Open Space Conservancy District
- R-1S One-Family Residential District
- R-1C One-Family Residential District
- R-2 One and Two Family Residential District
- R-3 Multiple Dwelling Residential District
- MH Mobile Home District
- C-1 Central Business District
- C-2 General Business District
- C-3 Mixed Business District
- C-4 Interchange Business District
- I-1 Light Manufacturing/Office/Research/Laboratory District
- I-2 Industrial District
- PO-1 Professional Office District
- PUD Planned Unit Development
- Conditional Zoning
- Wellhead Protection Overlay Zone





# City of Williamston: Master Plan Survey

Please use the QR code on the right to take the **Williamston Master Plan survey** to provide your feedback and ideas for the future of Williamston.



10a  
pg 19

**PLANNING COMMISSION**  
**3-YEAR TERMS**

9C  
(1 of 1)

<b>Name</b>	<b>Term Expires</b>
Jeff Markstrom, <b>Chair</b>	06/30/25
Noah Belanger, <b>Vice Chair</b>	06/30/26
Brandon Lanyon, <b>Council Rep</b>	11/30/24
Tim Ludwig, <b>Parks Rep</b>	06/30/24
Steve Panganis	06/30/26
<b>Vacancy</b>	06/30/25
<b>Vacancy</b>	06/30/27
Thomas Pratt, Council Alternate	11/30/24