

**CITY OF WILLIAMSTON, MICHIGAN
ZONING BOARD OF APPEALS**

**NOTICE OF PUBLIC HEARING
FOR REQUESTED ZONING VARIANCE**

PLEASE TAKE NOTICE the City of Williamston Zoning Board of Appeals will conduct a Public Hearing at 7:01 p.m. on Tuesday, March 12, 2024 in the City of Williamston Council Chambers, 161 E. Grand River Avenue, Williamston, MI 48895.

Application has been made by Zaremba Group for a Zoning Variance for property located at 3055 North Williamston Road, Williamston, MI 48895 (Parcel ID 33-18-07-02-400-037) zoned Property Zoning District: C-2 General Business District.

Applicant has requested a Zoning Variance to not provide cross access connection to the vacant lot directly south of property. The Williamston Road Overlay district requires cross access connections between properties along Williamston Road to provide side connections to multiple businesses (City of Williamston Zoning Ordinance, Article 4, Chapter 2, WRO - Williamston Road Overlay District).

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 Avenue, Williamston, MI 48895, between the hours of 8:00 a.m. and 5:00 p.m. during all scheduled days of operation. Questions can be directed to John Hanifan, City Manager, at 517-655-2774, ext. 110, or manager@williamston-mi.us.

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

Holly Thompson, City Clerk
CITY OF WILLIAMSTON



PAID

City of Williamston

FEB 13 2024 Planning & Community Development Department

161 E. Grand River Avenue

Williamston, MI 48895

commdev@williamston-mi.us

CITY OF WILLIAMSTON

\$900.00 #2653

ZONING BOARD OF APPEALS APPLICATION

PROPERTY OWNER INFORMATION

Property Owner Name: Pleasant Meadow Development, LLC

Property Owner Address: 126 S. Putnam City, State, Zip: Williamston, MI 48895

Telephone: 517-881-8776 E-Mail Address: gtheis@gmail.com

APPLICANT INFORMATION

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

Applicant Name: Zaremba Group, LLC, Attn: Tom Michaels, Development Manager

Applicant Address: 14600 Detroit Ave., Ste. 1500 City, State, Zip: Lakewood, OH 44107

Telephone: 216-221-2136 E-Mail Address: tmichaels@zarembagroup.com

Applicant is: (Check box) Business Owner Architect/Engineer Other (specify) Developer

PROPERTY INFORMATION

Current Property Use is: (check box) Residential Commercial Industrial Vacant

Property Address: 3001 N. Williamston Rd. Property Zoning District: C-2

Parcel ID Number (PIN): 33-18-07-02-400-037

Property Dimensions: Width: 185' Length: 470' Area: 1.75 ac

REQUEST FOR ZBA ACTION

Per Section 74-9.402 of the Williamston Zoning Ordinance, the ZBA has the power and duty to hear and decide appeals, interpret the zoning ordinance text and map, and grant dimensional variances. Please select the section for the type of action you are requesting and provide all relevant information in full.

APPEAL OF ADMINISTRATIVE ACTION

Action Requesting Appeal From: *(Describe the order, requirement, decision or determination made by the City Administration which you are requesting to be reversed or modified.)*

Williamston Overlay District 74-4.205.E for Cross Access Connection and Easements.

Requesting a variance to not provide cross access connection to the vacant lot directly south.

Grounds for Appeal: *(Present any and all information which in your opinion justifies the reversal or modification of the decision of the City Administration. Attach additional sheets if necessary.)*

If provided, cross access would promote vehicular and truck traffic at the far rear of the parcel, immediately adjacent to existing residential parcels. Also, cross access could create instances of "short cutting" between N. Williamston and Linn Roads. Additionally, the cross access would create significant impervious surfaces along the rear portion of the parcel, creating additional challenges for stormwater management.

INTERPRETATION OF ZONING ORDINANCE PROVISIONS/DISTRICT BOUNDARIES

Zoning Ordinance Section Requesting an Interpretation of: (n/a)

Address/Location Requesting Interpretation of District Boundary: _____

Reason for Interpretation Request: *(State why you are requesting the above interpretation. Attach additional sheets if necessary.)* _____

DIMENSIONAL VARIANCE

Zoning Ordinance Dimensional Requirement: WRO

Proposed Dimension: n/a

Requested Variance: _____

Per Section 74-9.406(b) of the Zoning Ordinance a dimensional variance shall not be granted unless the ZBA finds that there is a practical difficulty in carrying out the specific standards of the Zoning Ordinance.

The applicant must provide evidence and/or state the reason why:

- A. Compliance with the existing regulations unreasonably prevents the owner from using the property for a permitted purpose or that such compliance is unnecessarily burdensome. Installing cross access is unnecessarily burdensome due to (a) developing a large and unnecessary portion of the lot, (b) the cross access could promote "short cutting" around the N. Williamston and Linn Road intersection, causing excessive traffic and potential safety implications for store customers, and (c) creating significant impervious surfaces at the rear of the parcel, which would otherwise have been maintained as green space.
-

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- B. Granting of the variance will do substantial justice to the applicant as well as to other property owners in the district and be more consistent with the justice provided to other property owners in the zoning district and that a lesser variance would not give sufficient relief to the applicant.
Granting of the variance would do substantial justice to the applicant, as well as the neighboring residential property owners, by eliminating the possibility of vehicular and truck traffic utilizing an asphalt roadway immediately adjacent to the residential back yards.
-
- C. That there are circumstances or characteristics unique to the property that requires the need for a variance. The subject property has unique characteristics including being adjacent to residential properties' back yards, where vehicular and truck traffic would cause unnecessary nuisances to those properties. Furthermore, being near the N. Williamston and Linn Road intersection could cause cross access to be used for "short cutting."
-
- D. That the circumstances requiring the granting of a variance are not self-created by the applicant. The plight of the applicant is due to the unique characteristics of the property, including being adjacent to existing residential districts and proximate to the N. Williamston and Linn Road intersection. The applicant has not altered or improved the property, nor created a condition of hardship.
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- E. That granting a variance will insure the spirit of the ordinance will be observed, public safety and welfare protected and substantial justice is provided. The spirit of the ordinance will be preserved through a more harmonious buffer between commercial and residential districts.
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GENERAL REQUIREMENTS FOR ALL ZBA DETERMINATIONS

Per Section 74-9.403(B) of the Zoning Ordinance before granting any decision the ZBA must determine that any action meets the following criteria.

The applicant must provide evidence and/or state the reason why granting a decision in their favor:

- A. Will not impair an adequate supply of light and air to adjacent property.
Air and light quality are not affected by granting the variance (no vertical construction is under consideration).
-
- B. Will not unreasonably increase congestion in public streets.
Granting of the variance will have no impact on unique trip generation or increase in congestion. Requiring construction of cross access might result in unintended consequences including "short cutting."
-

- C. Will not increase the danger of fire or endanger the public safety.
This variance does not impact fire or public safety.
- D. Will not unreasonably diminish or impair established property values within the surrounding area.
Denial of the variance (requiring construction of cross access) could diminish established property values of the adjacent residential parcels due to the creation of vehicular and truck traffic immediately adjacent to residential back yards.
- E. Will not impair the public health, safety, comfort, morals or welfare of the inhabitants of the City.
Granting the variance would have no impact on the public health, safety, comfort, morals, or welfare of the inhabitants of the City.

ADDITIONAL REQUIRED DOCUMENTS

- 1) **Proof of Ownership:** Provide proof of ownership such as property tax receipt or copy of deed.
- 2) **Plot Plan for Dimensional Variance:** For any request for a dimensional variance a drawing **MUST** be attached showing the property lot lines and dimensions, existing building locations, all proposed buildings, any site improvements/changes and specifically show with labels the required zoning ordinance dimension and the proposed dimension.

SIGNATURES

I, TOM MICHAELS, APPLICANT,
ON BEHALF OF (property owner), hereby give permission for Williamston City officials, staff, and consultants to go on the property for which the above referenced Zoning Board of appeals application is proposed for purposes of verifying information provided on the submitted application.

Property Owner Signature: _____ Date: _____

Applicant Signature: TL _____ Date: 2/13/2024

City Use Only: Fee Paid \$ _____ Date Complete Application Received: _____
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REAL ESTATE PURCHASE AGREEMENT

This Agreement is made as of the Acceptance Date (defined in Paragraph 2) by and between PLEASANT MEADOW DEVELOPMENT LLC, a Michigan limited liability company ("Seller"), and DEARBORN LAND INVESTMENT, LLC, an Ohio limited liability company, or its nominee or assignee ("Buyer").

1. Property. Seller owns and desires to sell to Buyer, and Buyer desires to purchase from Seller, the 2.53± acres of real property commonly known as 3055 N. Williamston Road, Williamston, Ingham County, Michigan, and identified as a part of Tax Parcel Number 33-18-07-02-400-037, as depicted on Exhibit "A" attached hereto and made a part hereof, together with all improvements now located on or in such real property and all rights, privileges, and easements appurtenant to such real property, and all of Seller's right, title and interest in and to any adjacent streets, alleys and rights of way (collectively, the "Property"), on the terms and conditions contained in this Agreement.

2. Purchase Price. The purchase price for the Property shall be _____ for Parcel "A" and _____ for Parcel "B" (see Exhibit "A"). Earnest money of _____ (the "First Deposit") will be deposited with First American Title Insurance Company, Skylight Office Tower, 1660 West Second Street, Suite 650, Cleveland, Ohio 44113, Phone: (216) 802-3515, Facsimile Number: (714) 689-5003, Email: JDjuric@firstam.com, Attn: Janine Djuric (the "Escrow Agent") within fourteen (14) business days after the Acceptance Date and applied toward the purchase price. For purposes of this Agreement, the "Acceptance Date" shall be that day upon which this Agreement has been both (a) fully executed by Buyer and Seller, and (b) delivered to Buyer.

3. Title Defects.

(a) Buyer will order a commitment for an owner's policy of title insurance during the First Review Period (defined in Paragraph 5) with respect to the Property (the "Commitment"). The Commitment shall be in a form satisfactory to Buyer and shall commit to insure good and marketable title in fee simple, free and clear of all liens, encumbrances, easements, conditions or restrictions, except those that are acceptable to Buyer ("Permitted Exception(s)").

(b) If an exception to title not acceptable to Buyer appears on the Commitment, Buyer shall give Seller notice of the exception within thirty (30) days after receipt of both the Commitment and a current survey of the Property. Seller shall have a reasonable period, not to exceed thirty (30) days after notice from Buyer (the "Cure Period"), to remove the exception. If Seller cannot do so within the Cure Period, then Buyer shall have the right (but not the obligation) to either (i) accept title to the Property subject to the exception, which shall then become a Permitted Exception, without reduction in the purchase price; or (ii) cancel and terminate this Agreement and receive a refund of all sums deposited pursuant to this Agreement. For purposes of clarification, in no event shall an exception that has been removed from the Commitment thereafter be deemed a Permitted Exception hereunder. Seller shall be required to remove at Closing (hereinafter defined) those exceptions that can be removed by paying an ascertainable sum of money such as mortgages, land contracts, liens, unpaid taxes, and special assessments.

4. Conveyance/Restrictions. Seller shall convey the Property to Buyer or its nominee by General Warranty Deed (the "Deed"), in recordable form, subject only to the Permitted Exceptions.

Seller and Buyer covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Property or Seller's remaining property for use as a funeral parlor, massage parlor or as an establishment selling or exhibiting paraphernalia for use with illicit drugs, or selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, or any adult bookstore, adult video store or adult movie theater, or for the purpose of conducting business as or for the use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar,

Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

5. Closing. The closing of the purchase of the Property (the "Closing") shall be through escrow with Escrow Agent and shall occur within thirty (30) days after Buyer's delivery of a written closing notice to Seller and Escrow Agent. If the Closing Conditions (defined in Paragraph 7) have not been satisfied in Buyer's sole discretion by the end of the fourth (4th) calendar month following the Acceptance Date ("First Review Period"), Buyer may extend such Review Period for up to two (2) additional Review Periods of three (3) calendar months each (respectively, the "Second Review Period" and "Third Review Period") by delivering written notice of each such election to Seller and Escrow Agent and simultaneously delivering to Seller an additional earnest money deposit of _____ for each such extension (the "Second Deposit" and "Third Deposit", respectively), which sums shall be non-refundable and applicable to the purchase price except in the event of Seller's default, or Buyer's determination that item (e) of Paragraph 7 cannot be satisfied. (The First Review Period, Second Review Period and Third Review Period are sometimes hereinafter referred to collectively as the "Review Period". The First Deposit, Second Deposit and Third Deposit are sometimes hereinafter referred to collectively as the "Deposits".) If at the end of the Third Review Period Buyer has pursued but not obtained all final, non-appealable, zoning, traffic, DOT Permits and any other land use designations, approvals and permits as are necessary or required by any governmental or quasi-governmental entities for Buyer's intended use of the Property, all as determined in Buyer's sole discretion (collectively, the "Approvals"), Buyer may extend the Review Period for one (1) additional Review Period of one (1) month by delivering written notice of such election to Seller and Escrow Agent and simultaneously delivering to Seller an additional earnest money deposit of _____ for such extension, which sum shall be nonrefundable and applicable to the purchase price. Buyer shall be entitled to further extend the Closing for one (1) period of one month by notifying Seller and Escrow Agent and simultaneously delivering to Seller an additional Deposit of _____ for such extension, which sum shall be nonrefundable and applicable to the purchase price. If Buyer elects, prior to the expiration of the First Review Period, not to proceed under the Agreement, Buyer shall be entitled to terminate the Agreement, for any reason or for no reason, in which event the First Deposit shall be returned to Buyer.

6. Survey and Investigations. After the Acceptance Date, Buyer and its designated agents may enter the Property, at reasonable times, for the purpose of making surveys, inspecting the physical condition of the Property, and making soil and environmental tests or borings, provided that such operations are solely at Buyer's expense and do not damage the Property. Seller agrees to cooperate with Buyer in its investigations and in its efforts to satisfy any contingencies with respect to its development of the Project, including the execution of related documentation. Within ten (10) days after the Acceptance Date, Seller shall deliver to Buyer, without charge, copies of all information in its possession relating to the Property, including, without limitation, any leases encumbering the Property; surveys; utility location information; soil and engineering studies or reports; environmental or hazardous waste audits; notices of violation or noncompliance with any environmental or hazardous substance requirements; and any other reports, studies, site plans and development information pertaining to the Property.

7. Conditions. Notwithstanding anything to the contrary contained in this Agreement, if the following items (collectively, the "Closing Conditions") have not been satisfied in favor of and to Buyer's complete satisfaction, as determined by Buyer at any time prior to the Closing, Buyer shall be entitled to terminate this Agreement, whereupon all refundable monies deposited by Buyer pursuant to this Agreement shall be returned to Buyer and monies rendered non-refundable shall be remitted to Seller. Said return and/or release shall be initiated by Buyer's written notice to Seller and Escrow Agent in accordance with Paragraph 15 and, within seven (7) days thereafter, Escrow Agent shall disburse the Deposits pursuant to the previous sentence and the parties hereto shall thereafter be released from any and all obligations under this Agreement. The Closing Conditions are: (a) approval of the Property by any prospective tenant and/or assignee of Buyer (the "Project"); (b) obtaining financing for the Project upon terms and conditions acceptable to Buyer in Buyer's sole and absolute discretion; (c) acquiring all Approvals, including the subdivision, lot split and/or consolidation of Seller's parcel if required to create the Property; (d) availability and adequacy of utilities, either public or private; (e) absence of wetlands, hazardous wastes, or other adverse environmental or physical conditions; (f) annexation of the Property, if necessary; (g) approval from applicable

governmental authorities of full access to N. Williamston Road from the Project; and (h) acquiring any necessary easements.

Notwithstanding anything to the contrary contained in this Agreement, with respect to item (e) contained in this Paragraph 7, in no event shall the Deposits be deemed nonrefundable until such time Buyer has completed all of its environmental investigations as necessary to determine if such Closing Condition has been satisfied, in its sole discretion.

8. Covenants of Seller.

(a) Seller, at its sole expense, shall deliver possession of the Property to Buyer at Closing, free from any rights of possession of anyone whomsoever.

(b) From and after the Acceptance Date, Seller shall not: (i) suffer or permit any third party to adversely affect Seller's title to or interest in the Property, and will not suffer or permit to be created any exceptions to the title of the Property other than the Permitted Exceptions; or (ii) enter into any contracts or agreements pertaining to the Property.

9. Representations and Warranties of Seller. In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that: (a) fee simple ownership of the Property is vested solely in Seller and no other person or entity has any right, title, or interest in or to the Property; (b) no proceedings of any type (including condemnation or similar proceedings), to Seller's knowledge, are being contemplated against the Property or any part thereof; (c) the Property is not subject to any leases (written or oral), unrecorded easements, options to purchase, rights of first purchase or refusal, or any other agreement or contract to use, lease, or purchase the Property; and (d) to the best of Seller's knowledge: (i) no hazardous substances have been stored or used on the Property, and (ii) there are presently no hazardous substances in, on, or under the Property. All representations and warranties contained in this Paragraph 9 or elsewhere in this Agreement shall be deemed remade as of Closing and shall survive Closing.

10. Provisions with Respect to Closing. On or before the date of Closing: (a) Seller shall deliver to Escrow Agent (i) the Deed, (ii) all necessary executed state, county and municipal real estate transfer declarations (if any), (iii) a "Seller's Affidavit", as required by the title insurer, (iv) a "Non-Foreign Seller Affidavit", in compliance with Section 1445 of the Internal Revenue Code, and (v), in the event Seller is a business entity, Seller's formation documents, incumbency certificate, and evidence of authority to consummate this Agreement; and (b) Buyer shall deliver to Escrow Agent the purchase price, less the Deposits and any other deductions permitted by this Agreement. Provided that both parties have timely delivered to Escrow Agent the foregoing items, the time provided for Closing in Paragraph 5 shall automatically extend for such time as the Escrow Agent reasonably needs to complete the Closing process (e.g., filing of deeds or other documents, obtaining governmental approval of legal descriptions, etc.).

11. Adjustments at Closing. Adjustments to the purchase price between Seller and Buyer shall be made by Escrow Agent for the following items, prorated on a per diem basis as of 11:59 p.m. of the day preceding the date of Closing: (a) real estate taxes and other state or city taxes, charges and assessments, not yet due and payable, on the basis of the calendar year for which the same are levied or assessed (if the rate of any such taxes, charges or assessments shall not be fixed before the date of the Closing, the adjustment thereof at the Closing shall be calculated in accordance with local custom and there shall be no later re-prorations, or in the event the Property is part of a larger tract owned by Seller and a separate tax bill will not be available at Closing for the Property, then the Buyer and Seller agree to cooperate in good faith to enter into a post-closing real estate tax proration agreement where the estimated amount of taxes will be held in escrow by the Escrow Agent until such time as the tax bill becomes available); and (b) water and sewer rents, fees, and charges with respect to the Property. Seller shall pay in full, by deduction from the purchase price, any assessments, either general or special, whether material or immaterial, for improvements completed prior to Closing, the amount of any stamp tax, state, county, or local transfer tax, and similar fees imposed upon the conveyance of real property by applicable law, any land use change tax or assessment, any rollback tax or other assessment due pursuant to any agricultural property tax recoupment program, the cost of an owner's policy of title insurance in the amount of the purchase price with respect to the Property, and one-half (1/2) of the escrow fee. All other fees, recording costs,

charges or expenses incidental to the sale and transfer of the Property to Buyer, except as otherwise expressly provided herein, shall be paid according to the custom of real estate transactions consummated in the county in which the Property is located, as determined by Escrow Agent. All bills for utility services to the Property shall also be paid in full by Seller as of the Closing, and all such utility services shall be transferred by Seller into Buyer's name.

12. Waiver. The exercise (or failure to exercise) of any one of Buyer's rights or remedies under this Agreement shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein or provided by law, except to the extent inconsistent herewith.

13. Remedies.

(a) If Seller defaults in any of its obligations under this Agreement, then provided Buyer is not in default hereunder (and provided Buyer has notified Seller of the specific nature of the default and allowed Seller a ten (10) day period to cure such default (the "Remedy Period")), Buyer may either: (i) declare this Agreement terminated, in which event all the Deposits shall be returned to Buyer and thereafter all rights and obligations of the parties hereunder shall be terminated; or (ii) enforce specific performance of Seller's obligations under this Agreement.

(b) If Buyer defaults in any of its obligations under this Agreement, then provided Seller is not in default hereunder (and provided Seller has notified Buyer of the specific nature of the default and allowed Buyer the Remedy Period), Seller may declare this Agreement terminated, in which event the Deposits shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy, and all other rights and obligations of the parties hereunder shall be terminated.

14. Commissions. Pursuant to the terms of a separate agreement between Seller and NAI MidMichigan and Marlin Properties (collectively "Broker"), Seller shall pay at Closing any real estate brokerage commission due Broker in connection with this transaction. Seller represents that it has not dealt with any brokers other than Broker and hereby agrees to indemnify and hold Buyer harmless with respect to any claim, including the cost of counsel fees, made by any other real estate broker in connection herewith.

15. Notices. All notices, requests, waivers, and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery (a) by hand; (b) by sender to the applicable carrier if sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested; (c) by sender to a nationally recognized overnight express mail courier; or (d) by electronic transmission to the following email addresses or facsimile numbers (with notification of receipt):

(a) If intended for Buyer: to Dcarbom Land Investment, LLC, 14600 Detroit Avenue, Suite 1500, Lakewood, Ohio 44107, Email: cofflermatt@zarembagroup.com, Facsimile Number: (216) 227-1786, Attn: Carrie Offermatt, Director of Real Estate Transactions, with a copy to Escrow Agent;

(b) If intended for Seller: to Gary Theis, 126 S Putnam, Williamston, MI 48895, Email: garytheis1@gmail.com, with a copy to Escrow Agent and Seller's Broker, NAI Mid Michigan, Dave Robinson, Email drobins@naimidmichigan.com;

or to such other addresses as Seller or Buyer shall have given notice of to the other as herein provided.

16. Time Periods. Any time period provided for herein which shall end on a weekend or legal holiday shall extend to 5:00 p.m. of the next business day.

17. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18. Assignment. Seller hereby agrees that Buyer may, at any time after the date hereof, assign or otherwise transfer all of Buyer's right, title and interest in and to this Agreement.

19. Married Seller. If Seller is married, Seller's spouse shall also sign this Agreement and join in the conveyance.

20. Escrow Agreement. Escrow Agent joins herein for the purpose of agreeing to serve as Escrow Agent, subject to the provisions of this Agreement. By signing this Agreement, Seller and Buyer agree that:

(a) in performing any of its duties hereunder, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent, except to the extent arising out of its willful default or gross negligence;

(b) Seller and Buyer shall each indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, except to the extent resulting from Escrow Agent's willful default or gross negligence in performing its obligations hereunder;

(c) in the event of dispute between any of the parties hereto, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property held by it under the terms of this Agreement and to file such legal pleadings as it deems appropriate and upon receipt of said money or property by such court, Escrow Agent shall be discharged from any and all further responsibility with respect to this Agreement. Escrow Agent shall be entitled to withdraw from the Escrow Fund its reasonable costs of filing such pleadings;

(d) the parties agree and acknowledge that the Escrow Agent has no liability in connection with Deposit in the event of failure or insolvency of the financial institution in which the Deposit is deposited; and

(e) in its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained herein, and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder and representing that they have authority to do so has been duly authorized to do so.

21. Original Agreement. The parties hereby agree that a facsimile or electronic mail copy of this Agreement may be transmitted by either party and deemed an original for purposes hereof.

22. Like Kind Exchange. Each party agrees to cooperate with the other, at the requesting party's election (and at the requesting party's cost), in effecting a tax-deferred, like-kind exchange with respect to the Property, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

Ann McGuire

SELLER:
PLEASANT MEADOW DEVELOPMENT
LLC

By: Sally Miller
Its: financial member

38-3277603
Federal Employer Identification Number

Date: 7-24-2023

Katherine Kearney
Name: Katherine Kearney
Gina Cambino
Name: Gina Cambino

BUYER:

DEARBORN LAND INVESTMENT, LLC,
an Ohio limited liability company

By: *[Signature]*
Name: Al Sulin
Its: Vice President
Date: 7-20-2023

ESCROW ACKNOWLEDGEMENT
(with respect to Paragraph 20 hereof only):

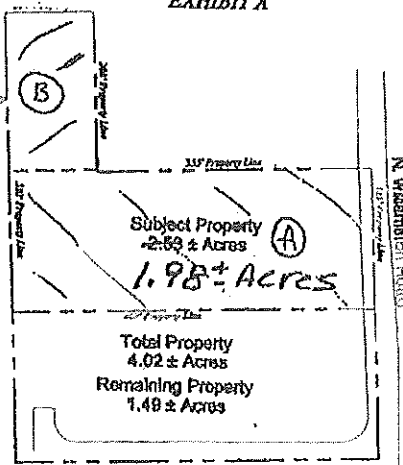
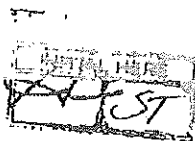
FIRST AMERICAN TITLE INSURANCE
COMPANY

By: *Janine Djuric*
Name: Janine Djuric

EXHIBIT A

Parcel B
0.55± acres

Parcel A →
1.98± acres



Subject
Property

KEY MAP

51

Transmittal

To: Attn: Planning and Community
Development Department
City of Williamston
161 E. Grand River Avenue
Williamston, MI 48895

DATE: February 12, 2023

PROJECT: Dollar General

JOB #: 23004954 task 98

VIA: Overnight

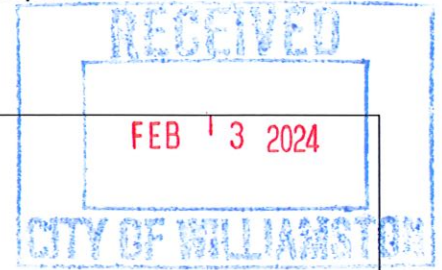
WE ARE SENDING:

Herewith

Under Separate Cover

THE FOLLOWING:

- (7) copies 24" x 36" Layout Plan
- (1) Proof of ownership



TRANSMITTED AS MARKED BELOW:

For your approval

As requested

For review and comment

REMARKS:

Please find the enclosed Zoning Board of Appeals documents for application for Dollar General. The check and application for this submittal will be sent over separately. An electronic copy of the documents was also sent over to commdev@williamston-mi.us.

Please call with any questions at (616) 460-6653.

FROM: Jillian Benaglio, PE
Atwell, LLC

DOLLAR GENERAL
12,480 SF

45' SIDE BUILDING SETBACK

MAIN ENTRANCE

WHEEL STOP
(DETAIL ON C15)

90' PARKING SETBACK

15' FRONT BUILDING SETBACK

RIGHT-OF-WAY

155.6'

INTEGRAL WALK (DETAIL ON C16)

RECEIVING DOOR RAMP
(DETAIL ON C15)

CONCRETE/ASPHALT
JOINT (DETAIL ON C16)
TRASH ENCLOSURE
(SEE ARCH. PLANS)

15' SIDE BUILDING SETBACK

FREESTANDING SIGN
(FOR REFERENCE ONLY)

CROSSWALK
(DETAIL ON C15)

REFER TO SHEET C08
FOR ALL WORK WITHIN
RIGHT-OF-WAY

65.0' TO CENTERLINE

PROPOSED STOP SIGN & BAR

PROPOSED EASEMENT
FOR SIDEWALK PUBLIC ACCESS

N88°04'24"E 469.89'

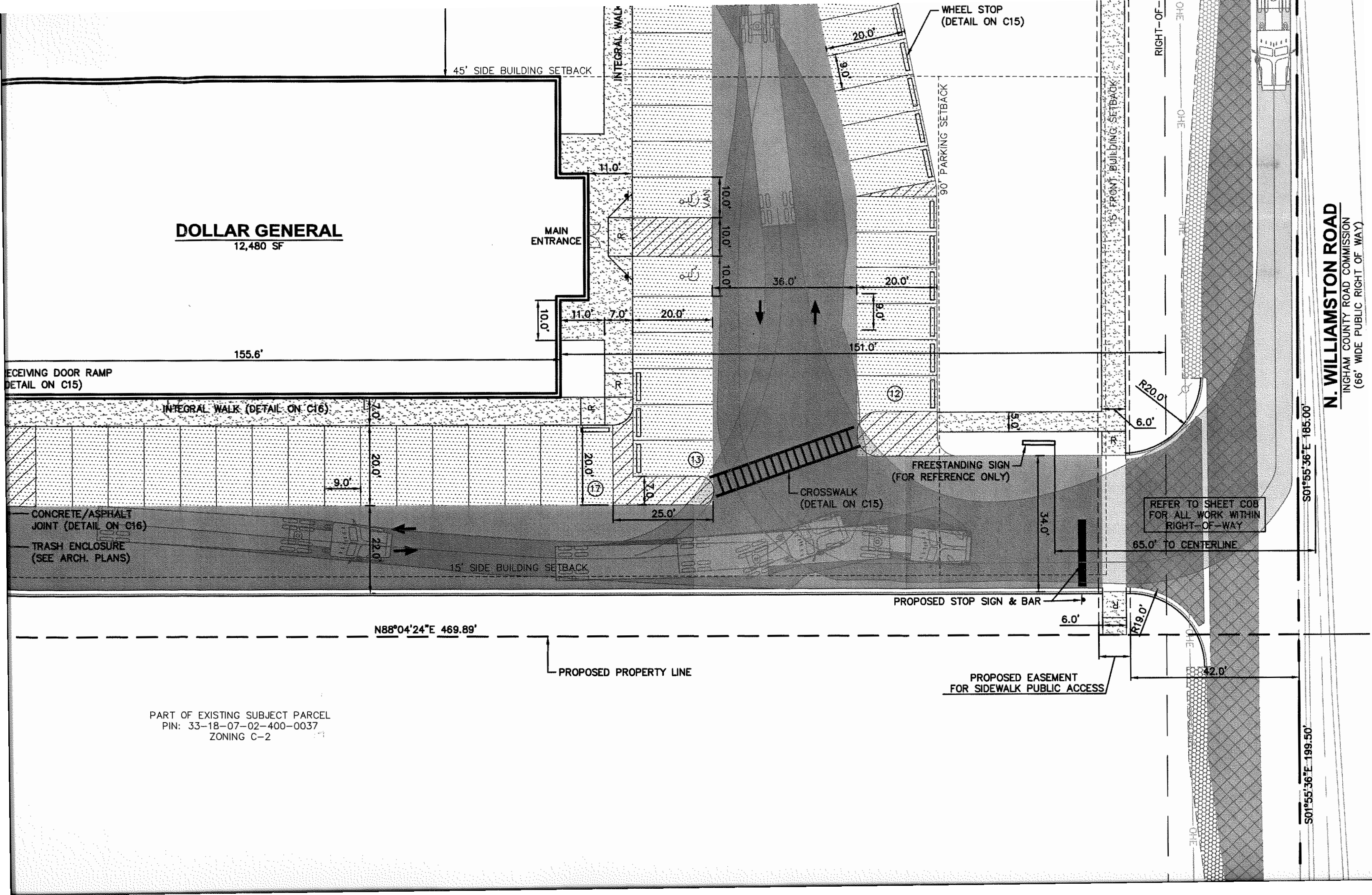
PROPOSED PROPERTY LINE

PART OF EXISTING SUBJECT PARCEL
PIN: 33-18-07-02-400-0037
ZONING C-2

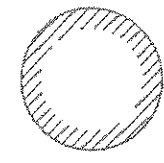
S01°55'36"E 185.00'

S01°55'36"E 199.50'

N. WILLIAMSTON ROAD
INGHAM COUNTY ROAD COMMISSION
(66' WIDE PUBLIC RIGHT OF WAY)



SIMMONS JOHN SCOTT
PIN: 33-18-07-02-400-009
ZONING R-1S



PROPOSED PROPERTY LINE

20' WIDE DRAINAGE EASEMENT

N88°04'24"E 469.90'

45.0'

45' SIDE BUILDING SETBACK

130.2'

7.0'

INTEGRAL WALK

24.0'

DOLLAR GENERAL
12,480 SF

MAIN ENTRANCE

80.2'

155.6'

TRANSFORMER PAD

RECEIVING DOOR RAMP
(DETAIL ON C15)

INTEGRAL WALK (DETAIL ON C16)

7.0'

21.8'

CONCRETE/ASPHALT

9.0'

7.0'

20.0'

10.0'

11.0'

7.0'

20.0'

20.0'

25.0'

25.0'

10.0'

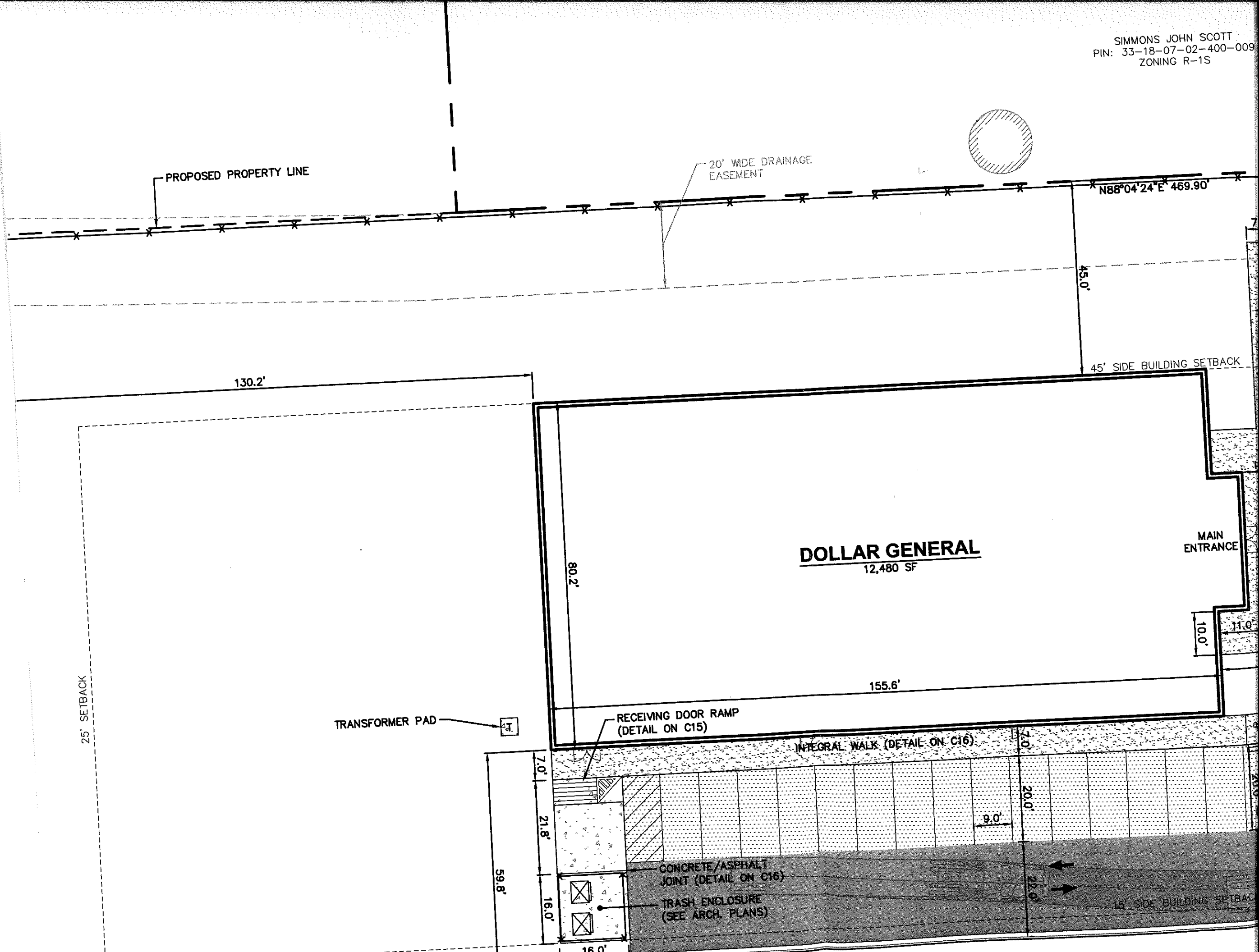
10.0'

10.0'

36.0'

CROSSWALK
(DETAIL ON C17)

25' SETBACK



PROPOSED PROPERTY LINE

20' WIDE DRAINAGE EASEMENT

N88°04'24"E 469.90'

45.0'

45' SIDE BUILDING SETBACK

130.2'

DOLLAR GENERAL
12,480 SF

MAIN ENTRANCE

10.0'

11.0'

155.6'

80.2'

TRANSFORMER PAD

RECEIVING DOOR RAMP
(DETAIL ON C15)

INTEGRAL WALK (DETAIL ON C16)

25' SETBACK

7.0'

21.8'

16.0'

59.8'

9.0'

20.0'

22.0'

CONCRETE/ASPHALT
JOINT (DETAIL ON C16)

TRASH ENCLOSURE
(SEE ARCH. PLANS)

15' SIDE BUILDING SETBACK