

CHARTER TOWNSHIP OF FLUSHING

6524 N. SEYMOUR ROAD

FLUSHING, MICHIGAN 48433

810-659-0800

FAX: 810-659-4212

PLANNING COMMISSION AGENDA

DATE: November 14, 2022

TIME: 7:00 P.M.

WEB ADDRESS <http://www.flushingtowship.com>

MEMBERS OF PLANNING COMMISSION

Chair – Vicki Bachakes

Ronald Voigt

Vice Chair –

Craig Davis

Secretary – William Mills

Amy Bolin

Terry A. Peck – Board of Trustees Representative

Mandy Hemingway, Recording Secretary

I. CALL THE MEETING TO ORDER:

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

II. APPROVAL OF AGENDA:

III. APPROVAL OF PREVIOUS MINUTES:

October 11, 2022 Meeting

IV. PUBLIC COMMENTS FOR AGENDA ITEMS ONLY:

Each speaker limited to three minutes

V. UNFINISHED BUSINESS:

None

VI. NEW BUSINESS:

1. Public Hearing to rezone Parcel No. 08-12-200-014, southwest corner of Elms and Mt. Morris Roads from C-2 General Commercial District to RU-2 Residential Urban Medium-Density District.
2. Consideration of request to rezone Parcel No. 08-12-200-014, southwest corner of Elms and Mt. Morris Roads from C-2 General Commercial District to RU-2 Residential Urban Medium-Density District.

VII. PUBLIC COMMENTS:

Each speaker limited to three minutes

VIII. COMMISSION COMMENTS:

IX. NEXT REGULAR SCHEDULED MEETING: MONDAY, DECEMBER 12, 2022
AT 7:00P.M.

X. ADJOURNMENT



CHRISTOPHER J. CZYZIO, Zoning Administrator

Charter Township of Flushing, November 14 2022 plan agenda

DRAFT
CHARTER TOWNSHIP OF FLUSHING
6524 N. SEYMOUR ROAD
FLUSHING, MICHIGAN 48433
810-659-0800 FAX: 810-659-4212

MINUTES OF THE PLANNING COMMISSION MEETING
DATE: OCTOBER 11, 2022 TIME: 7:00 P.M.
WEB ADDRESS <http://www.flushingtowship.com>

MEMBERS OF PLANNING COMMISSION

Chair – Vicki Bachakes	Ronald Voigt
Vice Chair -Christopher Czyzio	Craig Davis
Secretary - William Mills	Amy Bolin
Terry A. Peck, Board of Trustees Representative	
Mandy Hemingway, Recording Secretary	

PRESENT: Ronald Voigt, Amy Bolin, William Mills, Vicki Bachakes, Christopher Czyzio, Craig Davis and Terry Peck

ABSENT: None

OTHERS PRESENT: Thirteen (13) other individuals were present.

I. MEETING CALLED TO ORDER at 7:00 P.M. by Planning Commission Chairperson Bachakes with Roll Call and Pledge to the American Flag.

II. APPROVAL OF AGENDA:

COMMISSIONER PECK MOVED, supported by Commissioner Voigt to approve the agenda as presented.

THE MOTION CARRIED UNANIMOUSLY.

III. APPROVAL OF PREVIOUS MINUTES:

COMMISSIONER PECK MOVED, supported by Commissioner Davis to approve the minutes of the September 26, 2022 Special Meeting.

ACTION ON THE MOTION

ROLL CALL VOTE:

AYES: Bolin, Mills, Bachakes, Czyzio, Davis, Peck and Voigt

NAYS: None

ABSENT: None

THE MOTION CARRIED UNANIMOUSLY.

IV. PUBLIC COMMENTS

OPEN FOR PUBLIC COMMENTS 7:02 P.M.

Four comments were made pertaining to the solar ordinance, three from residents in opposition, one in favor, a non-resident.

At 7:05 P.M., Commissioner Mills excused himself from the meeting due to conflict of interest.

CLOSED FOR PUBLIC COMMENTS 7:08 P.M.

V. UNFINISHED BUSINESS

1. Discussion and possible motion regarding Zoning Ordinance Article 18, Special Use Permits Article: Section 20-1804 Requirements for Permitted Special Land Uses (OO) Commercial Solar Energy Collector System (b)(2) The total area of ground-mounted solar energy collections shall be included in calculations to determine lot coverage and shall not exceed a maximum lot coverage of 25 percent regardless of the residing zoning district.

At this time, Chairperson Bachakes reviewed each of the highlighted changes made to Draft #3 of the Solar Energy Zoning Ordinance Provisions from Rowe Engineering. The commissioners thoroughly discussed each revision.

After a lengthy discussion the following motion was made.

COMMISSIONER PECK MOVED, supported by Commissioner Voigt to approve Draft #3 of the Solar Energy Zoning Ordinance Provisions and recommend it be sent to the Board of Trustees for a Second Reading and approval with the following changes: **(After further research in the clerk's office, both the First and Second Readings will be done by the Board of Trustees).**

❖ Page 7 – Remove highlighted language

Article 18 SPECIAL USE PERMITS

Section 20-1804 Requirements for Permitted Special Land Uses

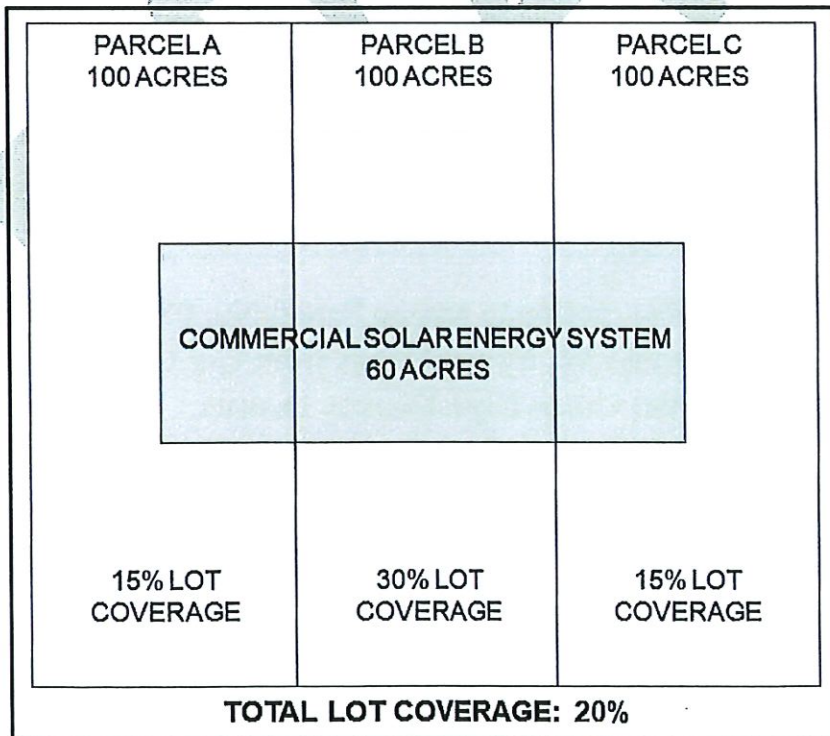
(a) The commercial solar energy system must meet all requirements in Section 20-420 (a) all solar energy collectors.

(b) All commercial solar energy systems shall follow the following requirements: (1) Ground-mounted solar energy collectors shall not exceed 12 feet in height measured from the ground at the base of such equipment. The height of the ground-mounted solar energy collector shall be measured from ground level to the highest point of the solar panel.

(2) The total area of the commercial solar energy system shall be included in calculations to determine lot coverage and shall not exceed a maximum lot coverage of twenty-five (25%) percent regardless of the residing zoning district (Figure 3). If a commercial solar energy system is located on multiple parcels that form a single contiguous site, lot coverage shall be calculated based on the total area of all parcels on which the commercial solar energy system is located. The location of the commercial solar energy system shall be distributed as equally as possible between the parcels and comply with the other standards in this Section, particularly Subsection 20-1804 (b)(9). See Figure 4 for an example of how this standard could be implemented.

❖ Page 8 – Eliminate Figure #4

Figure 4: Commercial Solar Energy Lot Coverage Illustration, Multiple Parcels



❖ Page 9 – Add language, denoted in bold and italicized under (iv)
Setback

(iv) **Setback:** Required setback areas and visual buffers may be used for agricultural purposes or left in a natural state. In addition to the residential and street frontage setback requirements in the Section, commercial solar energy systems shall meet the required front, side, and rear setbacks for the RSA zoning district. If a commercial solar energy system is located on a site that includes multiple parcels that form a single contiguous site, ***owned by a single taxpayer***, the setback requirement may be waived by the Planning Commission during site plan review.

A complete copy of Draft #3 Flushing Township Solar Energy Zoning Ordinance Provisions is attached to these minutes.

ACTION ON THE MOTION

ROLL CALL VOTE:

AYES: Bachakes, Czyzio, Davis, Peck, Voigt and Bolin

NAYS: None

ABSENT: Mills

THE MOTION CARRIED.

The First Reading of the amendment to Zoning Ordinance Article 18, Special Use Permits Article: Section 20-1804 Requirements for Permitted Special Land Uses (OO) Commercial Solar Energy Collector system (b)(2) will be at the Board of Trustees regular meeting on Thursday, November 17, 2022.

VI. NEW BUSINESS

1. Public Hearing and possible motion to rezone Parcel No. 08-12-200-014, southwest corner of Elms and Mt. Morris Roads from C-2 General Commercial District to RU-3 Residential Urban High-Density District.

The applicant withdrew this request; this item will be moved to the November agenda.

2. Public Hearing and possible motion for a Special Use Permit to place an accessory structure in the front yard at 7055 N. McKinley Road, Parcel No. 08-10-400-003 pursuant to *Special Use Permits Article XVIII, Section 20-1804 (A)*.

After reviewing the application and support material and a short discussion the following motion was made.

COMMISSIONER CZYZIO MOVED, supported by Commissioner Peck to waive the requirement of an engineered drawing of site plan and accept the handdrawn site plan submitted by the applicant, as this is a residential request.

ACTION ON THE MOTION

ROLL CALL VOTE:

AYES: Peck, Voigt, Bolin, Bachakes, Czyzio and Davis

NAYS: None

ABSENT: Mills

THE MOTION CARRIED.

COMMISSIONER VOIGT MOVED, supported by Commissioner Davis to approve the request for a Special Use Permit to place an accessory structure in the front yard at 7055 N. McKinley Road, Parcel No. 08-10-400-003 pursuant to *Special Use Permits Article XVIII, Section 20-1804 (A)*.

ACTION ON THE MOTION

ROLL CALL VOTE:

AYES: Bachakes, Czyzio, Davis, Peck, Voigt and Bolin

NAYS: None

ABSENT: Mills

THE MOTION CARRIED.

VI. PUBLIC COMMENTS

OPEN FOR COMMENTS: 7:43 P.M.

One comment was made.

CLOSED FOR COMMENTS: 7:44 P.M.

VII. COMMISSION COMMENTS

Commissioner Czyzio tendered his resignation from the Planning Commission Board to pursue other interests with the township. This will be his last meeting.

Commissioner Czyzio thanked the board of commissioners as he has thoroughly

enjoyed working on the planning commission.

Commissioner Peck commented on a letter regarding a noise complaint at the musical hayride. There have been several complaints made about excessive noise from Michigan's Haunted Musical. The complainants have been encouraged to file formal complaints by calling 911 or putting it in writing.

**VIII. NEXT REGULAR SCHEDULED MEETING IS MONDAY,
NOVEMBER 14, 2022 AT 7:00 P.M.**

IX. ADJOURNMENT

With no further business, the meeting adjourned at 7:46 P.M.

VICKI BACHAKES, Chairperson

WILLIAM MILLS, Secretary

Date of Approval

Mandy Hemingway, Recording Secretary

**Flushing Township
Solar Energy Zoning Ordinance Provisions
AMENDED MONTH, YEAR**

Article 2 DEFINITIONS

LANDSCAPED BERM: An earth mound designed to provide visual interest on a site, screen undesirable views, reduce noise, or fulfill other such purposes.

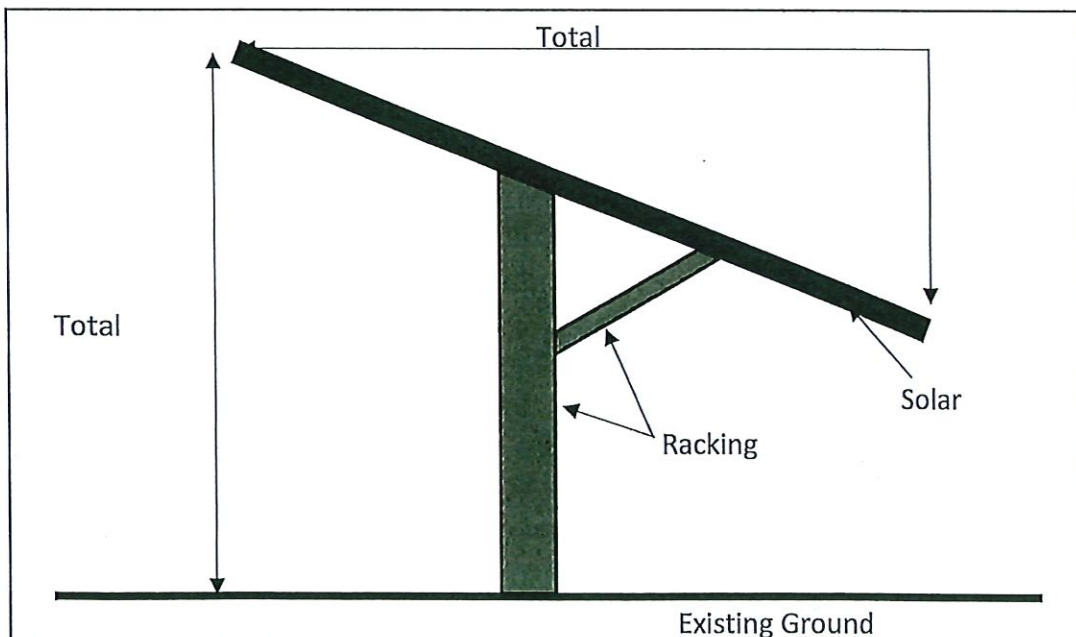
GREENBELT: An open area which may be cultivated or maintained in a landscaped state surrounding development or used as a buffer between land uses or to mark the edge of an urban or developed area.

SOLAR ENERGY COLLECTOR: A device, structure, or part of a device or structure that transforms direct solar energy into thermal, chemical, or electrical energy and that contributes significantly to a structure's energy supply.

SOLAR ENERGY COLLECTOR, GROUND MOUNTED: A solar energy collector that is not attached to and is separate from any building on the parcel of land on which the solar energy collector is located (Figure 1).

SOLAR ENERGY COLLECTOR, ROOF-MOUNTED: A solar energy collector that is attached to a building's roof on the parcel of land including solar shingles.

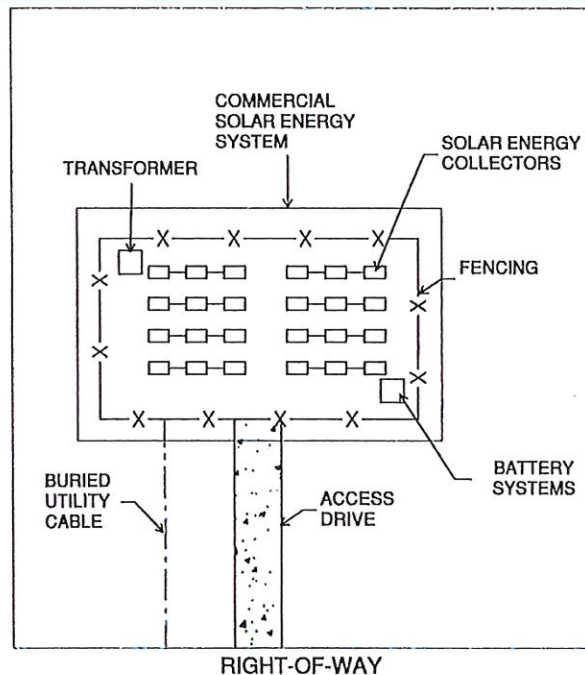
Figure 1: Ground Mounted Solar Energy Collector Illustration



SOLAR ENERGY SYSTEM: One or more solar energy collectors or structural design features of a structure that relies upon sunshine as an energy source and is capable of collecting, distributing, and storing (if appropriate to the technology) the sun's radiant energy for a beneficial use.

SOLAR ENERGY SYSTEM, COMMERCIAL: A utility-scale facility of ground-mounted solar energy collectors with the primary purpose of wholesale or retail sales of generated electricity, commonly referred to as solar farms. A commercial solar energy system includes the solar panels, internal and perimeter roadways, spacing for service, fencing, and any other structure, transformer, or devices of the like needed for solar production or operation of the system. See Figure 2.

Figure 2: Commercial Solar Energy System Illustration



SOLAR ENERGY SYSTEM, ON-SITE: A solar energy system designed to help meet the electrical needs within the limits of the area encompassed by the tract area or parcel of record on which the activity is conducted. An on-site solar energy system may include ground-mounted, roof-mounted solar energy collectors, or a combination of the two. The majority of the electricity generated by an on-site solar energy system must remain on the site, and not be utilized for wholesale or retail sale.

RACKING: Racking is any structure or building material used in the mounting of a solar panel.

SOLAR PANEL: A panel consisting of an array of solar cells used to generate electricity directly from sunlight.

Article 3 GENERAL REGULATIONS

Section 20-324 Landscaping and Screening

The planning commission may require the installation of a Landscaped Berm and/or Greenbelt to visually screen special land uses from the right-of-way or other uses, and when a commercial, industrial, or multi-family land use or zoning district abuts a single-family residential zoning district or use. The following are minimum standards and may be amended by the Planning Commission during site plan review.

- (a) **Greenbelt:** Where required, greenbelts shall conform to the following standards:
- (1) A required greenbelt or greenbelt buffer may be interrupted only to provide for roads or driveways for vehicular access.
 - (2) Grass, ground cover, or other suitable live plant material shall be planted over the entire greenbelt area, with the exception of sidewalks and driveways.
 - (3) A minimum of two (2) deciduous trees or two (2) evergreen trees shall be planted for each thirty (30) linear feet or portion thereof of required greenbelt length. Required trees shall be at least five (5) feet tall and may be planted at uniform intervals, at random, or in groupings.
 - (4) A minimum of four (4) eighteen (18) inch-high shrubs shall be required for each thirty (30) linear feet of greenbelt area. Required shrubs may be planted at uniform intervals, at random, or in groupings.
 - (5) For the purpose of determining required plant material, required greenbelt area length shall be measured along the exterior periphery of the greenbelt area inclusive of all driveways.
 - (6) Trees or shrubs shall be planted at least three (3) feet from any property line.
- (b) **Landscaped Berms:** Where required, landscaped berms shall conform to the following standards:
- (1) The berm shall be at least three (3) feet above the grade elevation and shall be constructed with slopes no steeper than one (1) foot vertical for each three (3) feet horizontal. For the purposes of this provision, grade elevation shall be the ground elevation at the property line adjacent to the proposed berm.
 - (2) The berm area shall be planted with grass or other suitable ground cover to ensure that it withstands wind and weather and retains its height and shape.
 - (3) A minimum of one (1) deciduous or one (1) evergreen tree shall be planted for each thirty (30) linear feet or portion of required berm.
 - (4) Eight (8) shrubs may be planted as substitute for each tree required in Subsection 20-324(b)(3) if the same visual screening effect is achieved.

- (5) Required trees and shrubs may be planted at uniform intervals, at random, or in groupings.
- (6) For the purpose of determining required plant material, required berm length shall be measured along the exterior periphery of the berm.
- (7) The edge of the berm shall be at least three (3) feet from any property line and shall not cause any additional stormwater runoff onto adjacent properties.

(c) **Maintenance:** All required landscaping shall be maintained in a healthy, neat, and orderly state, free from refuse and debris. Dead or diseased trees or shrubs shall be removed and replaced.

Article 4 SITE REGULATIONS

Section 20-420 Solar Energy System Regulation

- (a) All Solar Energy Collectors
 - (1) The installation of any solar panel (on-site or commercial) shall not negatively impact adjacent properties with additional or excessive stormwater runoff and/or drainage.
 - (2) It shall be shown that all panels are adequately secured to the surface upon which they are mounted and that the mounting structure has the capability of supporting the panels.
 - (3) All panels shall have tempered, non-reflective surfaces.
 - (4) Solar energy collectors shall be repaired, replaced, or removed within three months of becoming nonfunctional.
 - (5) Each system shall conform to applicable industry standards including those of the American National Standards Institute (ANSI).
 - (6) Solar energy collectors shall be installed, maintained, and used only in accordance with the manufacturer's directions. Upon request, a copy of such directions shall be submitted to the building inspector prior to installation. Building inspector approval is required.
 - (7) Solar energy collectors and installation and uses shall comply with construction code, electrical code, and other state requirements.
- (b) On-Site Roof-Mounted Solar Energy Collectors shall:
 - (1) Be such a weight to be safely supported by the building. Building inspector approval is required.
 - (2) Be considered part of the building and meet all the required building height and setback requirements.
 - (3) Not project more than 2 feet above highest point of roof or exceed maximum building height limitations allowed in that zoning district.

- (4) Not be located within 3 feet of any peak, eave, or valley to maintain adequate accessibility.

(c) On-Site Ground-Mounted Solar Energy Collectors:

- (1) Are only permitted in the side and rear yards, unless permitted in front yard by issuance of a discretionary special use permit pursuant to Section 20-1804(A) of the Ordinance.
- (2) Shall not extend into the side yard or rear setback when oriented at any designed tilt angle.
- (3) Shall not exceed 12 feet in height measured from the ground at the base of such equipment. The height of the ground-mounted solar energy collector shall be measured from ground level to the highest point of the solar panel.
- (4) Shall be a minimum of 25 feet from all-natural features including water courses, wood lots, wetlands, and 100-year floodplains.
- (5) Shall be included in calculations to determine lot coverage and shall not exceed the maximum lot coverage permitted in the relevant zoning district.
- (6) Shall be considered an accessory use in the RU-1, RU-2, RU-4, RSA, C-1, C-2, C-3, M-1, and M-2 zoning districts if the total area of ground mounted solar energy collectors and other elements of the on-site solar energy system account for fifteen (15%) percent or less of total lot coverage.
- (7) Shall require a Discretionary Special Use Permit if the total area of ground mounted solar energy collectors and other elements of the on-site solar energy system account for more than fifteen (15%) percent of total lot coverage.
- (8) Ground-mounted solar energy collectors and other elements of an on-site solar energy system shall meet the requirements of Section 20-400 Accessory Structures.

Article 7 DISTRICT REGULATIONS
Section 20-701 Zoning District Uses

ZONING DISTRICT USES										
TYPE OF USES	DISTRICTS									
	RSA	RU-1	RU-2	RU-4	C-1	C-2	C-3	M-1	M-2	
SCHEDULE OF USES - Uses Permitted by Right (P), Uses Permitted by Non-Discretionary Special Use Permits (NS), Uses Permitted by Discretionary Special Use Permit (DS), Accessory Uses and Buildings (A)										
ACCESSORY USES, STRUCTURES, AND BUILDINGS										
On-Site Roof-Mounted Solar Energy Collector	A	A	A	A	A	A	A	A	A	A
On-Site Ground-Mounted Solar Energy Collector (15 percent Lot Coverage or Less)	A	A	A	A	A	A	A	A	A	A
On-Site Ground-Mounted Solar Energy Collector (Over 15 percent of Lot Coverage)	DS	DS	DS	DS	DS	DS	DS	DS	DS	DS
INDUSTRIAL AND RELATED USES										
Commercial Solar Energy Collector	DS							DS	DS	DS

Article 18 SPECIAL USE PERMITS

Section 20-1804 Requirements for Permitted Special Land Uses

(OO) Commercial Solar Energy System

- (a) The commercial solar energy system must meet all requirements in Section 20-420 (a) all solar energy collectors.
- (b) All commercial solar energy systems shall follow the following requirements:
 - (1) Ground-mounted solar energy collectors shall not exceed 12 feet in height measured from the ground at the base of such equipment. The height of the ground-mounted solar energy collector shall be measured from ground level to the highest point of the solar panel.
 - (2) The total area of the commercial solar energy system shall be included in calculations to determine lot coverage and shall not exceed a maximum lot coverage of twenty-five (25%) percent regardless of the residing zoning district (Figure 3). If a commercial solar energy system is located on multiple parcels that form a single contiguous site, lot coverage shall be calculated based on the total area of all parcels on which the commercial solar energy system is located. The location of the commercial solar energy system shall be distributed as equally as possible between the parcels and comply with the other standards in this Section, particularly Subsection 20-1804 (b)(9). See Figure 4 for an example of how this standard could be implemented.

Figure 3: Commercial Solar Energy Lot Coverage Illustrations

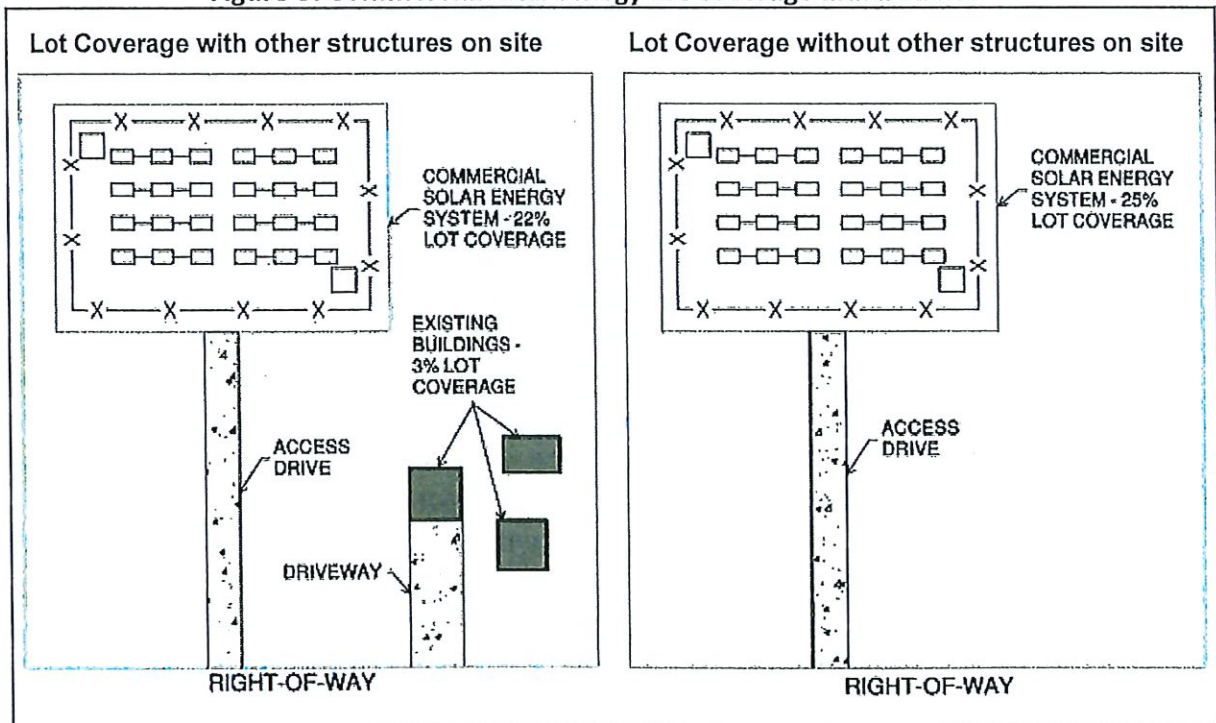
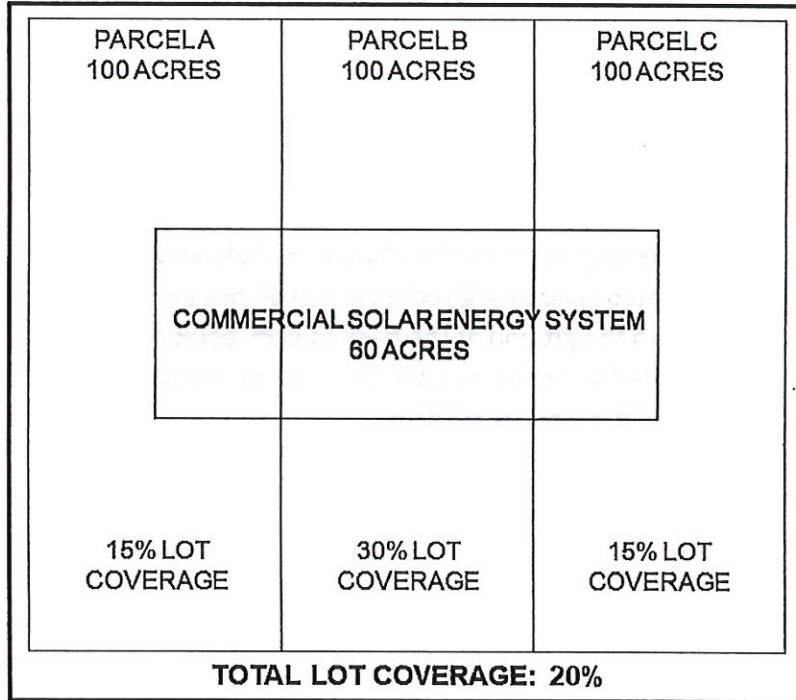


Figure 4: Commercial Solar Energy Lot Coverage Illustration, Multiple Parcels



(3) Commercial solar energy systems must be located on lots larger than 2 acres.

(4) Visual Buffer Requirements:

- (i) **Residential Property:** When a commercial solar energy system is adjacent to a residential use, the system shall be set back at least **three hundred (300)** feet from the property line and at least **five hundred (500)** feet from any dwelling unit. A landscaped visual buffer shall be provided within the setback area that obscures the commercial solar energy system from view.
- (ii) **Street Frontage:** Commercial solar energy systems shall be setback at least **three hundred (300)** feet from any road right-of-way. A landscaped visual buffer shall be provided within the setback area that obscures the commercial solar energy system from view.
- (iii) **Visual Buffer:** A required landscaped visual buffer, including a greenbelt and/or landscaped berm, that meets the minimum standards of Section 20-324 shall be installed to effectively screen the commercial solar energy system from view. **The visual buffer shall be installed prior to the placement of solar collectors to the extent feasible and must be maintained by the property owner. The Planning Commission may require the installation of additional vegetation and other landscaping or visual screening in excess of the minimum requirements to screen residential districts and uses.** The planting of native ground covers shall

be maintained on site during the operation, until the site is decommissioned.

- (iv) **Setback:** Required setback areas and visual buffers may be used for agricultural purposes or left in a natural state. In addition to the residential and street frontage setback requirements in this Section, commercial solar energy systems shall meet the required front, side, and rear setbacks for the RSA zoning district. If a commercial solar energy system is located on a site that includes multiple parcels that form a single contiguous site, the setback requirement may be waived by the Planning Commission during site plan review.
 - (v) The Planning Commission may approve substitution of vegetation for an obscuring fence, wall, and other protective barriers as long as it meets requirements in Section 20-408.
 - (vi) The planting of native ground covers shall be maintained on site during the operation, until the site is decommissioned.
- (5) The applicant shall provide verification that adequate infrastructure exists to transport the electricity generated by the commercial solar energy system into the larger grid system.
 - (6) Power and communication lines running between banks of solar energy collectors may be placed above ground, provided the lines are placed no higher than the top of the solar panels.
 - (7) Power and communication lines to electric substations or interconnections with buildings shall be buried underground. The requirement for underground power and communication lines may be waived in the following circumstances.
 - (i) Where shallow bedrock, water courses, or other elements of the natural landscape interfere with the ability to bury lines.
 - (ii) When required by the utility company.
 - (iii) When granted a waiver by the Planning Commission during site plan review.
 - (8) The installation of the ground-mounted solar energy collectors shall not disturb the existing topography.
 - (9) Commercial solar energy systems shall be centrally located on a property, or in the least visibly intrusive location whenever possible.
 - (10) Upon submittal of a special land use application and site plan for review by the township, the applicant shall deposit funds into an escrow account to address the costs of professional planning, engineering, legal, and other required reviews. The amount of the deposit shall be determined in the township's fee schedule, which is reviewed annually. Any remaining funds will be returned to the applicant following final action. The township may request additional funds be deposited if the escrow is expended prior to final action on the application.

(c) Decommissioning:

- (1) Any commercial solar energy system that is not operated or found to be inoperable due to disrepair for a continuous period of six (6) months shall be considered abandoned. If it is found abandoned, the Planning Commission, upon notice by the Zoning Administrator, shall provide written notice to the applicant/owner/operator of a hearing before the Planning Commission to hear evidence that the commercial solar energy system should not be decommissioned.
- (2) If a commercial solar energy system is repaired, a Licensed Professional Engineer (hired at the expense of the owner or operator) shall certify its safety prior to the resumption of operation.
- (3) Within ninety (90) days of the hearing where the Planning Commission has determined that a commercial solar energy system is abandoned or inoperable, the owner/operator shall obtain a permit from the township, and any other necessary entities to remove all structures and equipment, consistent with the approved decommissioning plan.
- (4) Failure to obtain necessary permits within the 90-day period provided in this subsection shall be grounds for the township to remove the commercial solar energy system at the Owner's expense, consistent with the decommissioning plan.
- (5) Decommissioning shall include removal of all equipment, including all materials above and below ground, and internal or perimeter access roads. The site shall be restored to a condition that reflects the character of the site prior to installation of the commercial solar energy system including topography, vegetation, soils, drainage, and any unique environmental features.
- (6) The restoration shall include road repair and hazardous waste cleanup, if any, all re-grading, soil stabilization, and re-vegetation necessary to return the subject property to a stable condition consistent with conditions existing prior to establishment of the commercial solar energy system.
- (7) The restoration process shall comply with all state, county, or local erosion control, soil stabilization, and/or runoff requirements or ordinances and shall be completed within one year. Extensions may be granted upon request to the Planning Commission prior to expiration of the one-year requirement for completed decommissioning.

(d) Decommissioning Plan:

- (1) Prior to site plan approval, a commercial solar energy system shall have a plan approved by the township for decommissioning the site that describes the expected duration of the project, how the improvements will be decommissioned, a Professional Engineer's estimated cost of decommissioning, and the financial resources necessary to accomplish decommissioning. The

decommissioning plan shall address all applicable items in the previous subsection as well as the following.

- (i) The financial resources for decommissioning shall be in the form of a bond or similar financial instrument with a replenishment obligation and shall be deposited by an agent acceptable to the township.
- (ii) The financial resources for decommissioning shall be one hundred twenty-five (125%) percent of the estimated removal and restoration cost. The Planning Commission shall require independent verification of the adequacy of this amount from a Professional Engineer.
- (iii) The Planning Commission, Building Official, and Zoning Administrator shall annually review the amount deposited for removal, site restoration, and administration costs to ensure it is adequate for these purposes. If the Planning Commission determines that these amounts are not adequate, the township shall require the owner/operator to make additional deposits to increase the amount of the surety bond to cure such inadequacy.
- (iv) If decommissioning is not completed by the applicant within one year of receiving the necessary permits for decommissioning, the township shall have access to the financial resources for the expressed purpose of completing decommissioning. Funds may be used for administrative fees and costs associated with decommissioning.
- (v) The township is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning.
- (vi) The township is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the right to seek reimbursement from the applicant or applicant's successor for decommissioning costs in excess of the amount provided for in the decommissioning plan and to file a lien against any real estate owned by applicant or applicant's successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

(e) Change in Ownership

(1) The township must be notified in advance of any change in ownership of a commercial solar energy system. The following information shall be provided in the notification:

- (i) The current owner's name, address, and contact information (email and phone number).
- (ii) The proposed new owner's name, address, and contact information (email and phone number).
- (iii) The property address, including Parcel ID number.

Draft #3

(iv) If there is to be a change in responsibility for oversight and operation of the system, the name, address, and contact information for the new operator (email and phone number) will be required as well.

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Solar Ordinance Revision Clean.docx

REZONING REQUEST FORM

REZONING Request Case No. _____
Rezoning Fee: \$950 #4085
Date Paid: 9/13/22
Date Notice was Published: _____
Date of Public Hearing: _____
Affidavit Attached: _____

FLUSHING TOWNSHIP PLANNING COMMISSION REZONING REQUEST

Required information from owner or person having interest in requesting Planning Commission (PC) review and opinion.

1. Name of applicant/owner requesting PC review and opinion.

A. Applicant

Name: _____
Address: _____
Phone: _____

B. Owner of property if different than above

Name: same as above
Address: _____
Phone: _____

2. Location of Property:

Street number and name: 00 N. Elms Rd
Property tax identification number: 0812200014
Legal description of property involved: _____

List deed restrictions and easements: _____

Present Zoning of property: C-2

Requested Zoning change to: ~~R-13~~ R-12

- a. With all requests, a site plan must be submitted (see attached site plan form)
- b. What is the purpose of the request for the Rezoning?

We want to build 4 unit or duplex
housing, multifamily.

ACKNOWLEDGEMENT AND CERTIFICATION: It is hereby acknowledged that the applicant(s) has fully read and completed the above application. It is also understood that in case of cancellation or failure of the owner or his representative to appear at the hearing, I understand that all fees will be forfeited.

 Signature of Applicant
 ✓

 Signature of Owner
 (If different than applicant)

PLANNING COMMISSION:

The Planning Commission (PC) having reviewed the submitted data do hereby:

() APPROVE () DISAPPROVE the application for the following reasons: _____

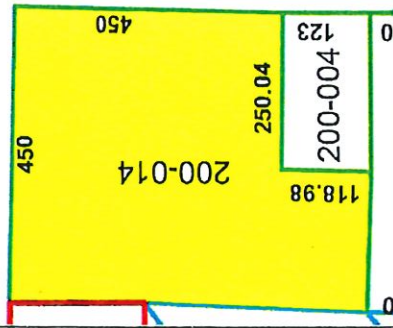
If approved, are there conditions? _____

Date: _____

 Chairperson

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prct. Trans.
Property Address		Class: COMMERCIAL-VACANT Zoning: C-2		Building Permit(s)		Date		Status
N ELMS RD		School: FLUSHING COMMUNITY SCHOOLS						
Owner's Name/Address		P.R.E. 0%		MAP #:		2023 Est TCV Tentative		
BIRCHMEIER, LARRY N 8585 N MCKINLEY RD FLUSHING MI 48433-8828						Land Value Estimates for Land Table COMM. COMMERCIAL PROPERTY		
Tax Description		Public Improvements		* Factors *		CORNER LOT		
A POL BEG AT NE COR OF SEC TH S 88 DEG 55 MIN 47 SEC W 449.88 FT TH S 0 DEG 00 MIN 50 SEC W 249.94 FT & S 0 DEG 04 MIN 15 SEC W 315.21 FT TH N 89 DEG 22 MIN 41 SEC E 200 FT TH N 118.48 FT TH E 250.04 FT TH N 450 FT TO POB SEC 12 T8N R5E 5.18 A (01) FR. 08-12-200-003		X		Dirt Road Gravel Road Paved Road Storm Sewer Sidewalk Water Sewer Electric Gas Curb Street Lights Standard Utilities Underground Utils.		Description Frontage Depth Rate %Adj. Reason Value <Site Value A> COMMERCIAL AVERAGE 43560 SqFt 1.90000 100 82,764 COMMERCIAL AVERAGE 182081 SqFt 1.90000 30 LESS DESIREABLE LOCATION 0 COMMERCIAL AVERAGE 6682500 SqFt 1.90000 0 RIGHT OF WAY 0 450 Actual Front Feet, 158.59 Total Acres Total Est. Land Value = 186,550		
Comments/Influences		Topography of Site		Who When What		Assessed Value		Taxable Value
2017 - C-2 COMMERCIAL ZONED PROPERTY: 450 X 450 FRONTAGE ON TWO ROADS AT A BUSY 4-WAY STOP INTERSECTION. EGRESS FROM BOTH ROADS. LAND HAS BEEN LEVELED (TOPSOIL IMPROVEMENTS ARE IN PROGRESS) IN IMPROVEMENTS AREA. RED BLUEPRINT SPACE, FULL OF SAND. ALL R OF N. ELMS AND ING TOWNSHIP. HE AREA VITAL CORNER OF ATER, GAS, D CURBS HAVE TH SIDES BY OF TOP SOIL ME DURING LOW THAT SIT ON S PROPERTY OFF DS. FOUNDATION		X		Level Rolling Low High Landscaped Swamp Wooded Pond Waterfront Ravine Wetland Flood Plain		Tentative Tentative Tentative		Tentative
		DAJ 01/19/2012 VERIFIED		2023		93,300		13,703C
				2022		0		13,266C
				2021		0		13,083C
				2020		0		

*** Information herein deemed reliable but not guaranteed***



The Equalizer. Copyright (c) 1999 - 2009. Licensed To: Township of Flushing, County of Genesee, Michigan

08-12-200-014

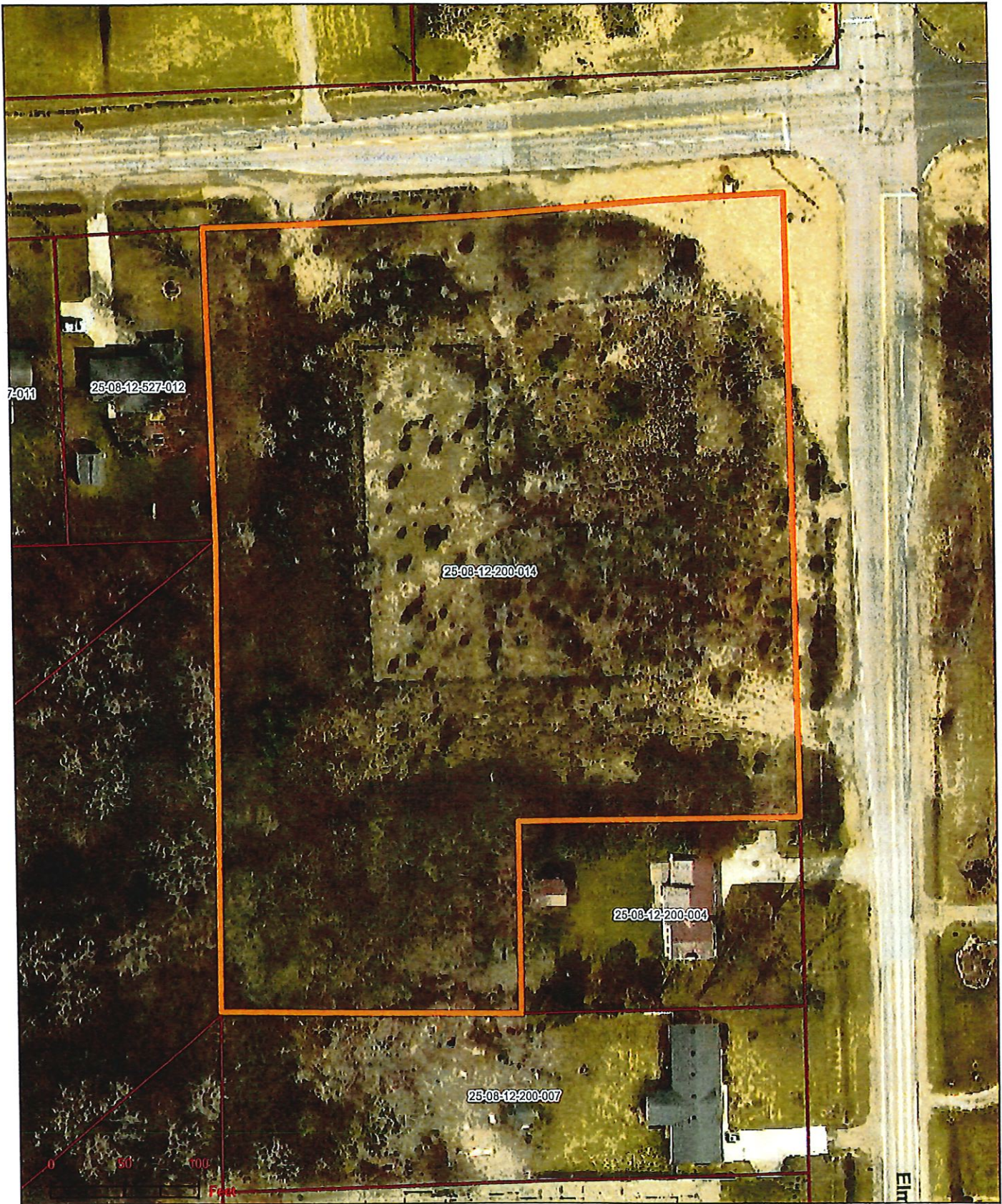
BIRCHMEIER, LARRY N

N ELMS RD

FLUSHING MI 48433

A POL BEG AT NE COR OF SEC TH S 88 DEG 55
MIN 47 SEC W 449.88 FT TH S 0 DEG 00 MIN 50
SEC W 249.94 FT & S 0 DEG 04 MIN 15 SEC W
315.21 FT TH N 89 DEG 22 MIN 41 SEC E 200 FT
TH N 118.48 FT TH E 250.04 FT TH N 450 FT TO
POB SEC 12 T8N R5E 5.18 A (01) FR 08-12-200-
003

BASEMAP



Purchase Agreement

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

1. **AGENCY AGREEMENT** - The Buyer(s) are in receipt of the Agency Disclosure Form and acknowledge selecting the following agency representation with Selling Broker as marked below:

- Seller's Agent
- Designated Seller's Agent
- Buyer's Agent
- Designated Buyer's Agent
- Transaction Coordinator
- Dual Agent Representing both the Seller(s) and the Buyer(s)

2. **OFFER TO PURCHASE** - The undersigned, hereinafter known as "Buyer(s)" hereby agrees to purchase property listed with RE/MAX Platinum - Grand Blanc and purchased through The Brokerage REE, the property commonly known as: 00 N ELMS Road Zip: 48433 and legally described as: Lot 1 Rose Haven

(Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D.# 0812200014 and located in the City Village Township of DuSching, County of Genesee, Michigan. Purchaser accepts all existing building and use restrictions, deed restrictions easements and zoning ordinances, if any, and to pay therefore, the sum of Seventy Five Thousand no/100 dollars (\$ 75,000).

3. **TERMS OF PURCHASE** - As indicated by "X" below, (other unmarked terms do not apply). Payment of the cash portion of the purchase price is to be a cashier's check or certified funds.

Cash Sale: The full purchase price payable in the form of a cashier's check or certified funds upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before 08/24/2022. In the event the Buyer(s) or Buyer(s) Agent does not provide the seller(s) Agent with verified funds by the date provided, the seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyer(s) Agent.

New Mortgage: The full purchase price upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Contingent upon property appraising for a minimum of sales price, if required and Buyer(s)'s ability to obtain a _____ mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than _____ years, in the amount of _____ % of purchase price, which Buyer(s) agrees to make written application by (Date) _____ at _____ (AM/PM).

In the event that the Buyer(s) does not make written application for financing by the date provided above, the Seller(s) may terminate this agreement by written notification to the Buyer(s) or Buyer(s) Agent.

Buyer(s) hereby authorizes their lender to disclose all material facts regarding loan information to the Listing and Selling Real Estate Agent that are involved in this transaction. Buyer(s) Initials [Signature]

Buyer(s) or Buyer(s) Agent to provide Seller(s) or Seller(s) Agent with a written *mortgage commitment* (Definition: In regards to the loan applied for, the Lender has examined and underwritten the loan regarding the Buyer(s)'s credit, income, reserves, and qualifying ratios.) by (Date) _____, at _____ (AM/PM). In the event Buyer(s) or Buyer(s) Agent does not provide Seller(s) or Seller(s) Agent with a written mortgage commitment by the date provided above, the Seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyers(s) Agent.

Buyer(s) or Buyer(s) Agent to provide Seller(s) or Seller(s) Agent with a written *clear to close* (Definition: All approval conditions have been satisfied, the loan is approved and funds are available to close.) by (Date) _____ at _____ (AM/PM). In the event Buyer(s) or Buyer(s) Agent does not provide the Seller(s) or Seller (s) Agent with a written clear to close by the date provided above, the Seller(s) may terminate this agreement by a written notice of termination to the Buyer(s) or Buyer(s) agent.

Any extensions to the above time frames must be in writing and agreed to by both parties to be valid.

- Sale to Existing Mortgage or Land Contract:** Upon execution and delivery of
 - A recordable Warranty Deed and subject to existing mortgage.
 - Assignment of vendee's interest in land contract.

Buyer(s) to pay the difference (approximately \$ _____) between the purchase price and the balance as of day of closing, of said mortgage or land contract bearing interest at _____ % per annum and with monthly payments of \$ _____ which do do not include tax and/or insurance, which Buyer(s) assumes and agrees to pay. Buyer(s) agrees to reimburse Seller(s) for any funds held in escrow. Buyer(s) to pay all taxes and insurance costs if not included in the monthly payment stated above. SELLER(S) UNDERSTANDS THAT THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT MAY NOT RELIEVE THE SELLER(S) OF ANY LIABILITY THAT SELLER(S) MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT(S) TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDOR OR VENDOR OR REQUIRED BY LAW OR REGULATION.

Land Contract: The down payment of _____ Dollars (\$ _____) and the execution of a _____ land contract, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money of \$ _____ in _____ payments of _____ or more, which (SHALL SHALL NOT) include interest payment at the rate of _____ % percent per annum, and which (SHALL SHALL NOT) include prepaid taxes and insurance. The contract shall be paid in full on or before _____ years from the date of sale. Buyer(s) agrees to provide Seller(s) a recent credit report on or before _____, which must be approved or rejected in writing by the Seller(s) within _____ days of receipt of said credit report. In the event Buyer(s) does not provide the Seller(s) with a written credit report by the date provided above, the Seller(s) may terminate this agreement by a written notice to the Buyer(s).

SELLER CONTRIBUTIONS- At close of sale, in addition to Seller's normal closing cost(s), Seller hereby agrees to pay the following from their proceeds on behalf of the buyer: _____ % of sales price or \$ _____, toward Buyer closing costs, pre-closes, escrows, buyer agency fee, and other Lender costs.

5. CLOSING FEES- Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs required for recording Deed and any security instruments. When the sale is either Cash or Seller Financed, the closing fee charged by the closing agent shall be divided equally (50/50) between the Buyer and Seller. When the sale is lender financed the closing fee charged by the closing agent shall be paid in full by the buyer. Buyer shall not be responsible for Seller contacted closing fees.

6. PURSUANT TO THE ABOVE IDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO CLOSE ON OR BEFORE 10/19/2022 (DATE) UNLESS OTHERWISE MUTUALLY AGREED IN WRITING. BUYER(S) AND SELLER(S) HAVE A RIGHT TO REQUEST A COMPLETE COPY OF CLOSING DOCUMENTS 48 HOURS PRIOR TO CLOSING.

7. FIXTURES AND IMPROVEMENTS - All improvements and fixtures are included in the purchase price including, if now in or on the property, the following: all buildings, landscaping; lighting fixtures and their shades and bulbs; ceiling fans; drapery and curtain hardware; window coverings, shades and blinds; built-in kitchen appliances, including garbage disposal, drop-in ranges and range hoods; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches, stationary laundry tubs; water softener (unless rented); water heater; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on wood stoves and wood stoves connected by flue pipe; fireplace screens; inserts and grates; fireplace doors, if attached; liquid heating and cooking fuels in tank(s) at time of transfer of possession (tanks will not be empty unless now empty); liquid heating and cooking fuel tanks if owned by Seller(s); TV antenna and complete rotor equipment; all support equipment for in ground pools; screens and storm windows and doors; awnings; basketball backboard and goal; mailbox; fences; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any other all items and fixtures permanently affixed to the property.

Exclusions: _____
 See attached Bill of Sale / Personal Property Statement

PRIMARY HEATING FUEL- (propane, fuel oil, corn, wood tec., if applicable) Seller(s) shall maintain an adequate amount of primary heating fuel (if primary heating system requires) on the property until possession is surrendered. Any remaining heating fuel after possession surrendered shall belong to the Buyer(s) and Seller(s) shall not be entitled to any credit from the fuel provider.

9. TITLE - As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s)'s cost, a title commitment and after closing, a policy of title insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and insuring the title in marketable condition. Any additional expenses incurred in obtaining a Without Exceptions Title Policy will be the responsibility of the Buyer(s). Title objections: If objection to the title is made, based upon written opinion of the Buyer(s)'s attorney that the title is not marketable as required for performance hereunder, the Seller(s) shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) if unable to remedy the title, to refund the deposit in full termination of this agreement. If the Seller(s) remedies the title within the time specified, the Buyer(s) agrees to complete the sale.

10. POSSESSION - Possession to be given immediately following closing; up to _____ days after closing by 12:00 noon; subject to rights of tenants, if any. Seller(s) agrees to pay Buyer(s) rent (which commences the day of closing), during time of Seller(s) occupancy after closing \$ _____ per day; at an amount prorated per day equal to Buyer(s) monthly payment including principal, interest, taxes, insurance, condominium dues and association dues. Seller(s) further agree and authorize said Real Estate Agent to retain and deposit in Real Estate Agent's or designee's Trust Account, monies agreed upon during Seller(s)'s occupancy. Seller(s) further authorizes said Real Estate Agent or designee to disburse said funds necessary following possession, paying to Buyer(s) the amount due and returning to Seller(s) the unused portion as determined by date property is vacated and keys surrendered to Buyer(s) or the Listing Real Estate Agent and further paying the final water and sewer bill, if applicable, and disbursing remaining funds to the Seller(s). The parties acknowledge that the Real Estate Agent (s) has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If possession is for more than 50 days occupancy money is to be released in 30-day increments, if requested by Buyer(s).

10a. At the time of possession, the Seller(s) will have the property free and clear of trash and debris and will be in "broom clean" condition. Seller will maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal. Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.

10b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

10c. If Seller(s)'s Tenants occupy the property, then:

- Seller(s) will have the tenants vacate the property before closing.
- Buyer(s) will be assigned all Landlord Rights and security deposit and rents pro-rated to date of closing, with Buyer(s) assuming Landlord Rights and obligations the day of closing.

11. Walk Through- Purchaser shall have the right to inspect the premises being purchased within 48 hours prior to the closing in order to determine, among other items, if the premises and any personal property being purchased has been maintained at the condition upon acceptance of this contract. House must be broom swept condition and all debris removed and disposed of properly.

12. TAXES - Unless otherwise indicated below, real estate taxes billed before close of sale are to be paid by Seller. All Real Estate taxes billed on or after close of sale shall be paid by the Buyer. **FOR PURPOSES OF THIS CONTRACT**, taxes are to be prorated as indicated by an "x" below. The amount to be based on latest tax figures regardless of the Personal Residence Exemption Status (formerly known as Homestead/Non-Homestead). **NOTE: Local Municipalities' taxes may be based on different due dates which have no bearing on prorations as agreed upon in this contract. The Personal Residence Exemption Status and any potential property assessment/increases due to change of ownership should be verified with the local taxing entity by the buyer. After closing buyer is responsible for verifying that Property Transfer Affidavit and Personal Residence Exemption is filled with the local Assessor. All special assessments including current installments and unbilled portion of future installments, which have become a lien upon the land, shall be paid by the Seller at closing (except for perpetual type assessments; i.e. trash removal, street lighting, county drain maintenance water debt or bond, aquatic weed control).**

- Taxes to be pro-rated in ADVANCE, with July bill covering July 1st through June 30th; December bill covering December 1st through November 30th. Buyer to be responsible for taxes from and including the day of closing.
- No Tax Proration.

Other: _____

13. BUYER(S) AGREES that they have examined the before identified property, the Seller(s)'s property disclosure, if applicable and agrees to accept the same "AS IS" unless otherwise hereafter specified: _____

14. ALL REQUESTED INSPECTIONS AND TESTS BELOW MUST BE COMPLETED BY _____ UNLESS OTHERWISE AGREED TO BELOW. If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) and/or Seller(s)'s Agent in writing with a copy of the inspection report(s) if requested specifying any defective or unsatisfactory condition(s), no later than 5 calendar days following inspection. If no written notice of a defective condition is received or no inspection or test is held within the time allotted, the right to inspect shall be deemed waived and the Buyer(s) accepts the property "as is". In the event of a timely and valid notice of unsatisfactory defect or unsatisfactory test result, the Buyer(s) shall have the option to request Seller(s) to correct the defect, or terminate this agreement with full refund of the Earnest Money Deposit to the Buyer(s). In the event Buyer(s) requests a correction of the defect, Seller(s) has the option to notify in writing within 5 calendar days of said notice agreeing to correct the defect as outlined above or the Buyer(s)'s Earnest Money Deposit will be returned in full termination of this agreement.

1. Yes No WELL/WATER TEST: Sale subject to Buyer(s)'s receipt and satisfaction of well/water test.

Test to be paid by: Seller(s) Buyer(s)

2. Yes No SEPTIC TEST: Sale subject to Buyer(s)'s receipt and satisfaction of septic test.

Test to be paid by: Seller(s) Buyer(s)

3. Yes No RADON TEST: Sale subject to Buyer(s)'s receipt and satisfaction of radon test.
 Test to be paid by: Seller(s) Buyer(s)
4. Yes No PERCOLATION TEST: Sale subject to Buyer(s)'s receipt and satisfaction of perk test.
 Test to be paid by: Seller(s) Buyer(s)
5. Yes No INFESTATIONS TEST FOR WOOD DESTROYING INSECTS: Sale subject to Buyer(s)'s receipt and satisfaction of infestations test for wood destroying insects by licensed contractor.
 Test to be paid by: Seller(s) Buyer(s)
6. Yes No SURVEY: Sale subject to Buyer(s)'s receipt and satisfaction of a
 MORTGAGE: Yes No STAKE: Yes No
 Survey to be paid by: Seller(s) Buyer(s)
7. Yes No HOME INSPECTIONS: Sale subject to Buyer(s) receipt and satisfaction of inspection.
 Inspection to be paid by: Seller(s) Buyer(s) To be completed by: _____

BUYER(S) ELECT TO WAIVE THEIR HOME INSPECTION OPPORTUNITY, they acknowledge that they are doing so against the advice of the REALTOR®(s) involved in this transaction. Initial

8. Yes No OTHER INSPECTION OF: _____
 Test to be paid by: Seller(s) Buyer(s) To be completed by: _____

NOTICE: If mortgage report (survey) is required by mortgage lender, said lender may deny financing due to easement encroachments or other unforeseen circumstances. Buyer(s) shall be required to pay for said inspection unless otherwise agreed to in writing.

NOTICE: Lender may require the above mentioned inspection(s) as a condition of financing. If checked "no" and lender requires this report, Buyer(s) shall be required to pay for said inspection unless otherwise agreed to in writing.

LENDER REQUIRED REPAIRS, if any, shall be paid by:

Seller(s) not to exceed \$ _____ Buyer(s) not to exceed \$ _____

- Yes No HOME WARRANTY
 Paid for by: Seller Buyer

RECEIPT OF DISCLOSURES - Buyer(s) acknowledge that they have received copies of the following:
 Agency Disclosure Lead Based Paint Seller(s)'s Disclosure Land Division Act, P.A. 87 Exempt under Sellers Disclosure Act #92 of 1993

16. FEES OR CONSIDERATIONS - Buyer(s) and Seller(s) hereby acknowledge notice of the fact that Real Estate Agent (s) may accept a consideration with regard to the placement of a loan, mortgage, home warranty, life, fire, theft, title insurance, casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law.

17. "TIME IS OF THE ESSENCE" - With respect to this agreement, the parties agree that no extensions of time limits binding unless specifically agreed to in writing. This agreement shall be construed without regard to the party or parties responsible for preparation.

18. DEFAULT - In the event Seller(s) or Buyer(s) defaults in the completion of this transaction, Seller(s) or Buyer(s) may pursue his or her legal or equitable remedies. In the event of Buyer(s) default, the earnest money deposit shall be forfeited.

19. REAL ESTATE AGENT AUTHORIZATION - The undersigned Real Estate Agent (s) is hereby authorized to present this offer to the Seller(s), and to obtain the Seller(s)' signature to which written acceptance of this Purchase Agreement, when signed, and acceptance conveyed to the buyer, shall constitute a binding agreement between Buyer(s) and Seller(s). The Buyer(s) herewith deposits the sum of One Thousand no/100 _____ Dollars (\$1000 no/100 _____) in the form of check _____, as goodwill or earnest money that Buyer(s) will comply with the terms and conditions hereof and within the time limited therefore, which sum is to be credited on the purchase price in the event the sale is completed or refunded forthwith if offer is not accepted by Seller(s) making this agreement null and void. Said deposit must be verified in Real Estate Agent's account before deposit can be refunded to Buyer(s).

20. RECEIPT - Real Estate Agent on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held in the Selling Real Estate Agent's trust account, unless otherwise specified, in accordance with the terms hereof and in accordance with the current regulations of the Michigan Department of Consumer and Industry Services Or unless otherwise specified. Deposit provided upon seller's acceptance: _____

EMD to be held at TransNation Title in Fenton

Date: _____ Office ID # (_____) Company: _____
By: Brandy Hodge SALESPERSON, Perm. ID #: (318131) Phone: 810-691-5521

21. AGREEMENT - The Buyer(s) and Seller(s) agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings. The covenants herein, shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. This entire agreement supersedes any and all understandings and agreements, and both parties agree that neither party has relied on any representation of the Real Estate Agent, his/her salesperson(s) or Real Estate Agent's agent(s) concerning the fitness and condition of the property. The Real Estate Agent and his/her Real Estate agent(s) assume no responsibility for the condition of the property or for the performance of the contract. The parties hereby hold harmless the real estate offices and agents for any adverse conditions. We acknowledge that Real Estate Agent (s) are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers. The Buyer(s) and the Seller(s) agree that the facsimile transmission or electronic signature of any original document shall have the same effect as an original. Any signature required on an original shall be considered complete when a facsimile copy has been signed.

22. OTHER TERMS AND CONDITIONS --

Contingent on Flushing Twp changing zoning to multi family. Zoning meets first Monday of October.

Buyer to have EMD refunded if Twp does not approve for zoning change

23. COMPLIANCE FEE- Purchaser shall pay a compliance fee of \$395.00 the Brokerage Real Estate Enthusiasts, to comply with applicable federal and state statutes regarding storage and retention of all closing related documents.

24. ACKNOWLEDGEMENT - Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer. Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) or Buyer's Agent of Seller(s)'s acceptance. If notice of acceptance of this offer by the Seller(s) is not given by (Date) 09/08/2022 at noon AM/PM, this offer will expire and be of no further force and effect.

Terry Potter Buyer: Print Name M Marital Status Terry Potter Buyer: Signature 09/07/22 4:34 PM EDT Date

Buyer: Print Name Marital Status Buyer: Signature Date

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Brandy Hodge Witness Date

24. SELLER(S)'S ACCEPTANCE - Seller(s)'s hereby accepts the Buyer(s)'s offer and acknowledge receipt of a copy of this agreement.

Larry N. Birchmeier Seller: Print Name Marital Status Larry N. Birchmeier Seller: Signature 9-8-22 Date

Seller: Print Name Marital Status Seller: Signature Date

Address: _____ City: _____ State: _____ Phone: _____

Witness Date

ZONING DISTRICT USES
SCHEDULE OF USES (Uses Permitted by Right (P), Uses Permitted by Non-Discretionary Special Use Permits (NS), Uses Permitted by Discretionary Special Use Permit (DS), Accessory Uses and Buildings (A))

TYPE OF USE	DISTRICTS										
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2
RESIDENTIAL AND RELATED USES											
Adult foster care family home	P	P	P								
Adult foster care small group (1-6 persons)	P	P	P								
Apartment buildings				P							
Bed and Breakfast (not over 5 guest rooms)	P	P	DS								
Cluster subdivisions	DS	DS									
Commercial uses of a convenience or service nature and designed to provide for the needs of mobile home park residents.					DS						
Detached single family homes	P	P									
Detached single family homes subject to the dimensional requirements of the RU-1 district			P								
Duplexes subject to the conditions listed for duplexes in the Special Use Permit provisions of this ordinance			P	P							
Garden apartments and townhouses as subject to their design standards specified in the Site Regulation article of this ordinance			P	P							
Home occupations except when a Site Plan is required	NS	NS	NS	NS	NS						
Lodging houses (not over 5 guest rooms)			P	P							
Mobile home parks subject to the mobile home development provisions of the site regulations article					P						
Planned Unit Development		DS	DS	DS	DS						
Senior housing				DS							
Similar uses as determined by the Township Planning Commission	DS	DS	DS	DS	DS	DS	DS	DS	DS	DS	DS

ZONING DISTRICT USES
SCHEDULE OF USES (Uses Permitted by Right (P), Uses Permitted by Non-Discretionary Special Use Permits (NS), Uses Permitted by Discretionary Special Use Permit (DS), Accessory Uses and Buildings (A))

TYPE OF USE	DISTRICTS											
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2	
CIVIC, NON-PROFIT, INSTITUTIONAL, RECREATION AND RELATED USES												
Adult foster care congregate care facility				DS								
Adult foster care large group homes				DS								
Adult Foster Care Small Group Home (7-12)			DS									
Archeology ranges		DS	DS									
Assisted living facility					DS							
Child care center		DS	DS				P	P	P	P	P	P
Churches		DS	DS	DS			DS	DS	DS			
Clubs		DS	DS	DS			DS	DS	DS			
Community buildings		DS	DS	DS								
Dog field trails						P						
Driving ranges		DS	DS	DS			DS					
Essential services		DS	DS		DS		DS	DS	DS	DS	DS	DS
Essential service structures, excluding power plants		DS	DS	DS			DS	DS	DS	DS	DS	DS
Golf courses and country clubs		DS	DS	DS								
Golf driving range; and lighted golf courses outside of miniature golf courses.						DS						
Government institutions									DS	DS	DS	DS
Group day care home		NS	NS	NS								
Home for the Aged									DS			
Hospice facility									DS			
Hospitals or sanitariums			DS	DS								

ZONING DISTRICT USES
SCHEDULE OF USES (Uses Permitted by Right (P), Uses Permitted by Non-Discretionary Special Use Permits (NS), Uses Permitted by Discretionary Special Use Permit (DS), Accessory Uses and Buildings (A))

TYPE OF USE	DISTRICTS										
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2
Human cemeteries	DS	DS	DS								
Ice skating rink and roller skating rink						P					
Miniature golf course		DS	DS								
Non-profit library	DS	DS	DS				DS	DS	DS		
Nursing home				DS				DS			
Pet cemeteries	DS	DS									
Public or private park						P					
Recreation vehicle and campground parks						DS					
Rifle, pistol ranges; skeet, trap ranges; archery ranges						P					
Schools	DS	DS	DS				DS	DS	DS		
Ski slope						P					
Subacute care facility				DS				DS			
Swimming Pool (Public)						P					
Tennis Courts						P					
Toboggan run						P					
Township municipal buildings and identification signs for them	DS	DS	DS				P	P	P		
Use customarily incidental to the operations and management of sport or gun clubs or public or private recreation facilities.						P					

ZONING DISTRICT USES
SCHEDULE OF USES (Uses Permitted by Right (P), Uses Permitted by Non-Discretionary Special Use Permits (NS), Uses Permitted by Discretionary Special Use Permit (DS), Accessory Uses and Buildings (A))

TYPE OF USE	DISTRICTS										
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2
AGRICULTURAL AND RELATED USES											
Agricultural implements, equipment and machinery								DS	P	P	P
Agricultural labor camp	DS										
Agricultural research and testing	DS										
Agricultural Tourism Facility	DS										
Barb Removal	DS										
Facilities for bulk collections, storage and distribution of agricultural products to wholesale and retail markets	DS										
Farm animals for non-commercial purposes on less than 20 acres as permitted by sec. 20-418.	P										
Feed lots	DS										
General or specialized farming	P	DS									
Greenhouses	P	DS									
Greenhouses - Non Retail	P										
Greenhouses - Retail	DS					P		P		P	
Kennels	DS										
Nurseries	P	DS									
Private Landing Strip	DS										
Private or public stables	DS										
Raising of cattle, swine, sheep, goats, dogs, cats, fowl or rabbits, provided the site is at least 20 acres in size and no pens, corrals, kennels or barns are closer than 75 feet from any property line or 150 feet from any existing right-of-way	P										

ZONING DISTRICT USES

SCHEDULE OF USES (Uses Permitted by Right (P), Uses Permitted by Non-Discretionary Special Use Permits (NS), Uses Permitted by Discretionary Special Use Permit (DS), Accessory Uses and Buildings (A))

TYPE OF USE	DISTRICTS											
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2	
COMMERCIAL AND RELATED USES												
Aircraft, automobiles, automotive parts								DS	DS	P	P	
Amusement, commercial. Including skating rinks, indoor hooping galleries, games of skill and science, miniature golf courses, and arcades								DS	DS			
Amusement park									DS	DS		
Art, antique, book, curio, gift or novelty shop							DS	P	P	P		
Auction								DS	P	P	DS	
Auditorium								DS	DS	DS	DS	DS
Automobile bumping, painting, welding, upholstering and general repair service								DS	DS	P	P	P
Automobile sales lot for new or used cars								DS	DS	DS	P	
Automobile, truck and tractor rental								DS	DS	P	DS	
Awning sales and services								DS	DS	P		
Bakeries							DS	DS	P			
Baking shop where no baking is done on the premises							P	P	P	P		
Ballroom and/or dancehall								DS				
Barber and beauty shop							P	P	P	P		
Bars and taverns							DS	DS	DS			
Bicycles, sales and service								DS	P			
Billboard, unlighted, lighted or flashing										DS		
Boats and marine supplies, retail sales and service								DS	DS	P		
Bowling alley or billiard or pool hall								DS	DS	DS	DS	

ZONING DISTRICT USES
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TYPE OF USE	DISTRICTS											
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2	
Broadcasting or recording studio, radio or television								DS	DS	DS	DS	DS
Business activities of a neighborhood character							DS	DS	DS	DS	P	
Business machines								DS	DS			
Bus station									DS			
Carnival or circus, or enterprise of a similar type including pony rings									DS	DS		
Car wash								DS	P			
Casket sales								DS	DS			
Catering establishment								DS	P	DS		
Cleaning and dyeing distribution shop (no processing)								DS	DS	DS	DS	P
Cleaning establishment								DS	DS	P		
Clothing store								DS	DS			
Dancing school								DS	DS			
Delicatessen								DS	P			
Department store and/or variety store								DS	DS	P		
Drawing reproduction/printing								DS	DS	DS		
Dressmaking								DS	P			
Dress shop								DS	P			
Drive-in theaters							DS		DS	DS	DS	DS
Drive-thru's							DS	A	A			
Drugstore								DS	P			
Dry cleaning and dyeing establishment								DS	DS	DS	DS	P
Electrical contractor, sales and service								DS	P	P	P	P

ZONING DISTRICT USES
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TYPE OF USE	DISTRICTS													
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2			
Express office and/or terminal								DS	DS	DS	DS			
Extraction of fruit juices								DS	DS					
Fairground								DS	DS	DS				
Feed store								DS	P					
Floor covering and wallpaper store								DS	P					
Florist, retail sales							P	P	P					
Fuel distribution facility											P		P	
Funeral home or mortuary							DS	DS						
Furniture and/or appliance store								DS	P					
Government Institutions								DS	DS	DS	DS	DS		DS
Hardware								DS	DS	DS	P			
Hotel									P	DS				
Indoor theaters								DS	DS					
Industrial and residential machinery and tools (gross weight no to exceed one thousand (1,000) pounds									DS	P				P
Interior decorating store							DS	P	P					
Intoxicating liquor, package sales								DS	DS	DS				
Jewelry store							DS	DS	P					
Kennel for boarding only of dogs, cats and other household pets, including animal hospital which activities are conducted wholly within the building, including veterinary hospital								DS	DS					
Large service business									DS	DS	DS	P		P
Laundry collecting shop, self service laundry							DS	DS	DS					

ZONING DISTRICT USES

SCHEDULE OF USES (Uses Permitted by Right (P), Uses Permitted by Non-Discretionary Special Use Permits (NS), Uses Permitted by Discretionary Special Use Permit (DS), Accessory Uses and Buildings (A))

TYPE OF USE	DISTRICTS										
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2
Laundry, commercial and industrial									DS	DS	DS
Local store selling at retail, fish, fruit, food, hardware, meats (no butchering) vegetables and beer and wine under SDM license.							DS	DS			
Lodge (non profit fraternal or religious associations)								DS	DS		P
Machine shop, incidental to a permitted use.								DS	DS	P	
Medical or dental clinic and/or laboratory								DS	DS		
Millinery store							DS	DS	P		
Mini-Storage Facilities							DS	DS	DS	P	P
Monument sales							DS	DS	P	P	
Motel and motor court							DS	DS	P	P	
Motorcycles and motor scooters sales and service								DS	DS	P	P
Mover, terminal, garage and storage								DS		P	P
Newspaper publishing							DS	DS	P		
Office equipment - retail sales							DS	DS	DS	DS	P
Parking, public for which a charge is made							DS	DS		DS	
Parwashop								DS	P		
Pet shop and bird store								DS	P		
Photographer								DS	DS	P	
Plumbing, heating and air conditioning contractor - sales and service								DS	P	P	P
Racetrack								DS	DS	P	P
Railroad right-of-way, including switching, storage, freight yards and sidings								DS	DS	P	P

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TYPE OF USE	DISTRICTS													
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2			
Rental Establishments – goods and equipment								DS	DS					
Residential apartments on 2 nd floor of commercial uses							P	P	P					
Restaurants and drive-in restaurants							DS	DS	DS	DS	DS			
Restaurants, Open Front							DS	P	P					
Restaurants, with live entertainment or outdoor seating							DS	DS	DS					
Sales and service, general							DS	DS	P					
Secondhand store							DS	DS	P					
Service stations								DS	P					
Shoe repair							DS	P	P					
Small engine repair/lawnmower repair and service (indoor only)							DS	DS	P					
Stadium, baseball, football or any other type						DS		DS	DS	DS	DS		DS	DS
Stationary store							P	P	P					
Supermarket								DS	P					
Tailor shop catering to custom tailoring and minor cleaning and pressing activities							P	P	P					
Taxidermist								DS		P				
Trailer sales and service								DS	P	P				

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TYPE OF USE	DISTRICTS											
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2	
INDUSTRIAL AND RELATED USES												
Acetylene gas manufacture												DS
Acid manufacture												DS
Ammonia, bleaching powder, alcohol or chlorine manufacture												DS
Asphalt mixing plant, manufacture or refining												DS
Assembly of electrical appliances, electronic instruments and devices, radios and phonographs, including the manufacture of small parts, such as condensers, transformers, crystal holders											P	P
Automobile wrecking and junk yards if carried on wholly within a building												DS
Blacksmith, machine, wrought iron shop, excluding punch presses over 20-ton capacity, drop hammer and automatic screw machines											DS	P
Blast furnaces or coke ovens												DS
Boiler works												P
Brick products, tile or clay products manufacture												P
Building, enclosed (except for on-site delivery vehicles) including warehouses											P	P
Building material sales yard, including but not limited to rock, sand, gravel and the like											P	P
Cement, lime, gypsum, or plaster of paris manufacture												DS
Chemical manufacture												P
Coal yard												P
Concrete products or cement products manufacture												P

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TYPE OF USE	DISTRICTS													
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2			
Contractor's equipment storage yard or plant or centers.										P	P			
Distillation of bones, coal, tar or wood											DS			
Distribution plants; parcel delivery service, ice and cold storage plants										P	P			
Drying, freighting or trucking terminals														
Drop forge industries using power hammers											DS			
Dye stuff manufacture											P			
Explosives, manufacture or storage											DS			
Fat rendering, except as an incidental use											DS			
Fertilizer manufacture											DS			
Food processing, smoking, curing, or canning											P			
Freight classification yards											P			
Freight yard											P			
Garbage, offal or dead animals dumping or reduction											DS			
Glue manufacture											DS			
Incineration of garbage											DS			
Industrial park										P	P			
Iron, steel, brass or copper foundries or fabrication plants											P			
Laboratories, experimental or testing, chemist shop											P			
Laundry, cleaning and dyeing works and carpet or rug cleaning											DS			
Manufacturing, assembly, processing, storage, packing and/or treatment of raw materials or previously processed material											DS			

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TYPE OF USE	DISTRICTS										
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2
Manufacturing, compounding, assembling, or treatment of articles or merchandise from the following previously prepared materials: bone, cellophane, canyvas, cloth, cork, feathers, felt, fiber, fur, glass, hair, hoir, leather, paper, plastics, precious metals or stones, shell, textiles, tobacco, wood (excluding planing mill), yarns and paint not requiring a boiling process.											P
Manufacturing, compounding, processing and packaging or treatment of bakery goods, candy cosmetics, dairy products, drugs, perfumes, pharmaceuticals, toiletries, condiments (except fish, meat, fowl, vegetables, vinegar and yeast)										P	P
Manufacturing of and maintenance of electric and neon signs, billboards, commercial advertising structures, sheet (light) metal products, including heating and ventilating ducts and equipment, cornices, eaves and the like.										P	P
Manufacturing of musical instruments, toys, novelties, rubber or metal stamps										P	P
Manufacturing of pottery, figurines or similar ceramic products, using previously pulverized clay.										P	P
Meat packing plants											DS
Oil drilling and production of oil, gas, or hydrocarbons											P
Paint, oil (including linseed), shellac, turpentine, lacquer or varnish manufacture											P
Paper and pulp manufacture											DS
Plumbing or sheet metal shop										P	P
Poultry or rabbit killing incidental to a retail business on same property										P	P

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TYPE OF USE	DISTRICTS												
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2		
Power plants													
Public utility service yard and electrical receiving transforming station											P	P	
Quarry and stone mills													
Railroad repair shops													
Retail lumberyard including incidental millwork											P	P	
Rock crushing													DS
Rolling mills													P
Rubber manufacturer													P
Salt works													P
Sawmills													DS
Slaughter of animals and killing of poultry													DS
Smelting of tin, copper, zinc or iron ores													DS
Soap manufacture													DS
Stockyard or feeding pen													DS
Storage, sorting, collecting, or piling of rags, paper, iron or junk													DS
Stove or shoe polish manufacture													P
Tanneries or the curing or storage of raw hides													DS
Tar or tar products manufacture or distilling													DS
Vehicle assembly including painting, upholstering, rebuilding, conditioning, body and fender work, repairing, tire recapping or retreading, battery manufacture													DS

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TYPE OF USE	DISTRICTS										
	RSA	RU-1	RU-2	RU-3	RU-4	SR	C-1	C-2	C-3	M-1	M-2
Wholesale storage of petroleum											P
Wool pulling or scouring											P

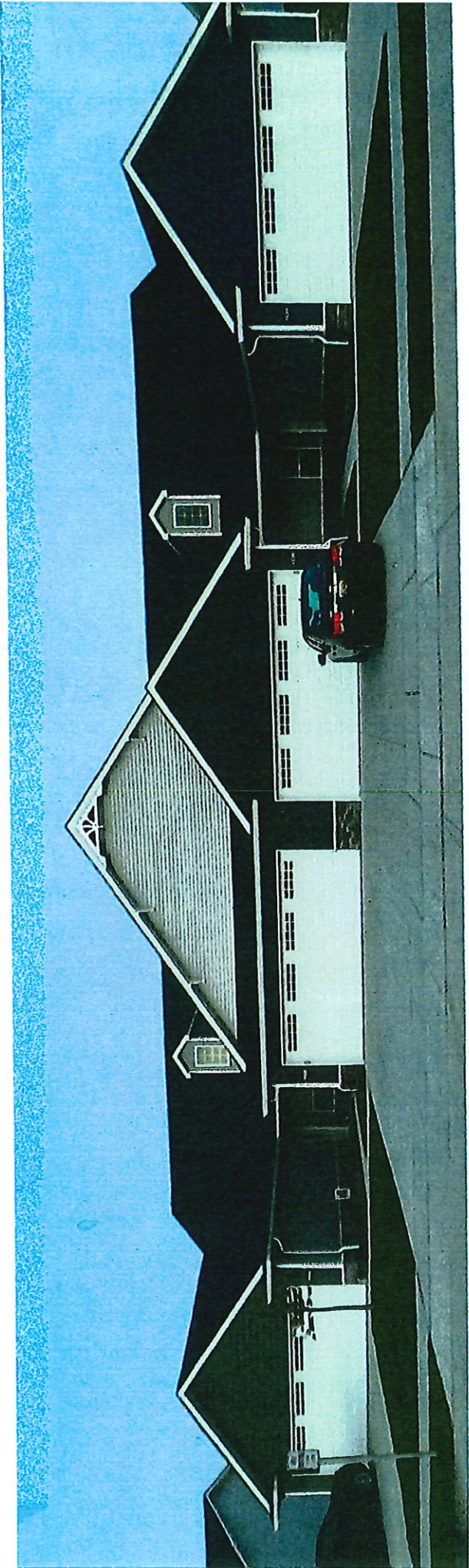
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Article VII (RSA) – Section 20-701

Section 20-702 Table of District Regulations

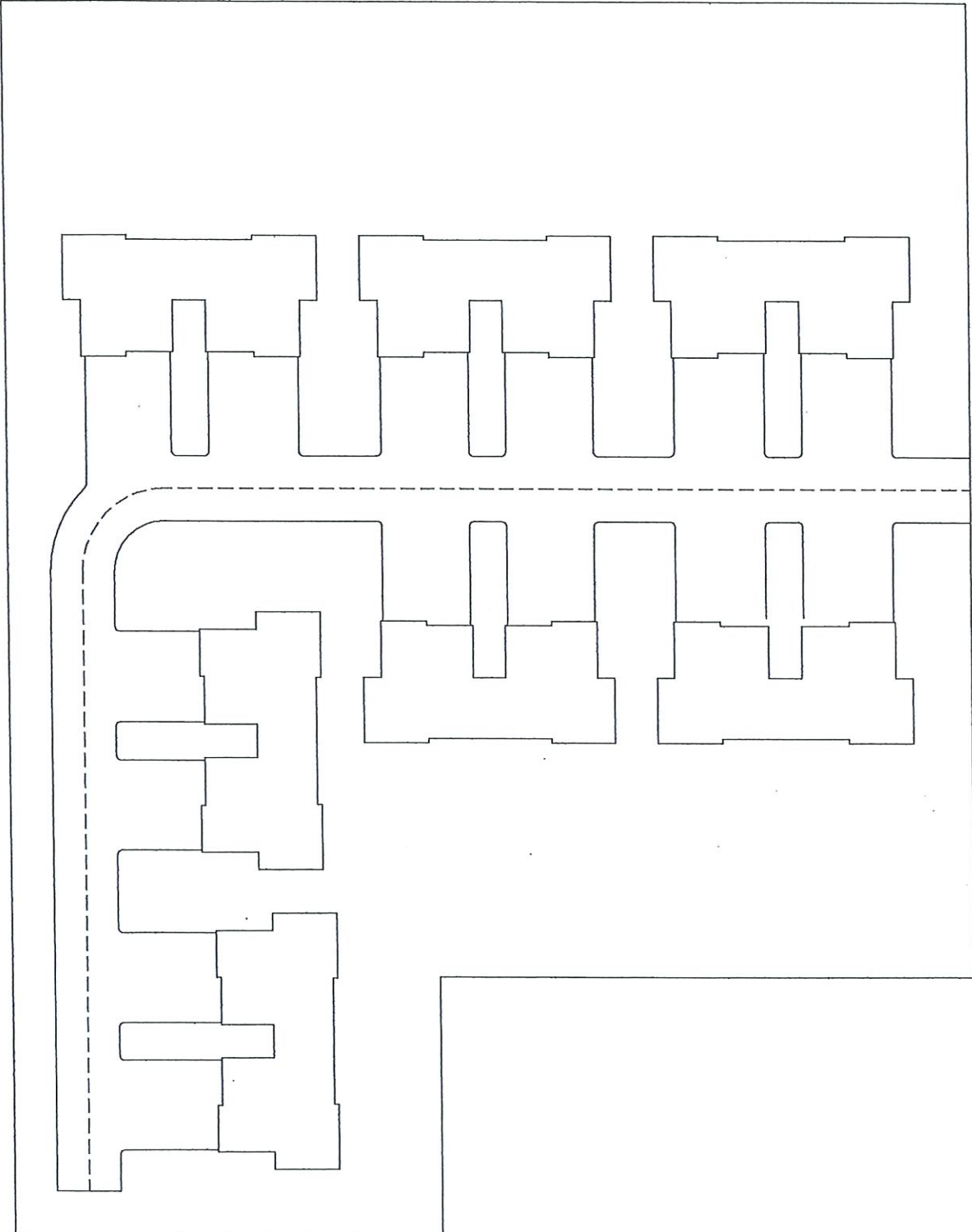
Zoning District	Lot Area (Sq ft)	Lot Width (ft)	Lot Depth (ft)	Setbacks			Lot Coverage (%)	Maximum Building Height (Stories)
				Front (ft)	Side (ft)	Rear (ft)		
RSA	30,000 9,900 (a)	100 80 (a)	200	20	10	25	25	2.5
RU-1	20,000 9,900 (a)	100 80 (a)	N/A	20	10	25	30	2.5
RU-2	20,000 9,900 (a)	100 80 (a)	400	20	20	25	N/A	2.5
RU-2 (three family homes)	26,300 16,500 (a)	150 130 (a)	400	20	20	25	N/A	2.5
RU-2 (four family homes)	29,600 19,600 (a)	180 150 (a)	400	20	20	25	N/A	2.5
RU-2 (duplexes, lodging houses and tourist homes)	23,000 13,200 (a)	120 105 (a)	400	20	20	25	N/A	2.5
RU-2 (garden apartments or townhouses)	1 ac		400	40	40	40	N/A	2.5
RU-3	(b)	N/A	N/A	80	80 100 (c)	80 100 (c)	N/A	2.5 (d)
RU-4	15 ac	N/A	N/A	(e)	(e)	(e)	N/A	2.5
SR	N/A	N/A	N/A	80	80 100 (c)	80 100 (c)	N/A	2.5
C-1 (Amended 10/04/05)	22,500	150*	150*	50*(g)	50*(g)	50*(g)	N/A	2.5
C-2 (Amended 10/04/05)	22,500	150*	150*	50*(h)	50*(h)	50*(h)	N/A	2.5
C-3	5 ac	200	N/A	80	80 100 (c)	80 100 (c)	N/A	2.5
M-1	4 ac 1 ac (f)	N/A	N/A	80	80 150 (c)	80 150 (c)	N/A	2.5
M-2	4 ac 2 ac (f)	N/A	N/A	80	80 200 (c)	80 200 (c)	N/A	2.5





WELCOME

MT. MORRIS ROAD



ELMS ROAD

