

VILLAGE OF PENTWATER

65 South Hancock Street, P.O. Box 622, Pentwater, Michigan 49449
(231) 869-8301 - FAX (231) 869-5120
www.PentwaterVillage.org

**Planning Commission Regular Meeting and
Joint Meeting with the Pentwater Township Planning Commission
May 24, 2022 - 6:00 P.M. – In Person
310 N. Rush Street – Park Place, Pentwater, MI 49449**

Agenda

1. **Opening** – Welcome, Call to Order, Pledge of Allegiance, and Roll Call.
2. **Approval of Agenda and Minutes.**
 - A. Approval of Agenda.
 - B. Approval of Minutes of April 26, 2022.
3. **Public Comments - For items on the agenda.**
4. **Public Hearing: None**
5. **Old Business: None**
6. **New Business: Joint Meeting with the Pentwater Township Planning Commission:**
 - A. Zoning Analysis and Comments for Future Land Use on the Proposed Redevelopment of 327 S. Hancock – Parcel ID No. 64-044-676-001-00.
7. **Department/Committee Reports**
 - A. Zoning Administrator – See attached report.
 - B. Zoning Board of Appeals – The ZBA did not meet in April of 2022.
8. **Public Comments**
9. **Communications from Planning Commission Members**
10. **Adjournment**

Next Scheduled Planning Commission Meeting – June 28, 2022 at Park Place



VILLAGE OF PENTWATER

Planning Commission

ON PENTWATER LAKE AND LAKE MICHIGAN
65 N Hancock Street, P.O. Box 622, Pentwater, Michigan 49449
(231) 869-8301 – FAX (231) 869-5120

Regular Meeting Minutes – April 26, 2022

Chairperson Bruce Koorndyk called the regular meeting of the Pentwater Village Planning Commission Meeting to order at 6:03 pm, in-person at Park Place, 310 N. Rush Street, Pentwater, with the Pledge of Allegiance.

ROLL CALL

Present: Bruce Koorndyk, Mary Temple, Chris Conroy, Ron Stoneman, Paul Anderson and Amy Roberson.

Absent: Michelle Angell-Powell and Amy Roberson.

Staff Present: Keith Edwards, Zoning Administrator and Kate Anderson, Village Deputy Clerk/Treasurer.

APPROVAL OF AGENDA

Motion by Stoneman, second by Anderson to approve the agenda as presented.

Voice Vote: Aye: 5 Nay: 0 Absent: 2 Motion passed.

APPROVAL OF REGULAR MEETING MINUTES

Motion by Conroy, second by Temple to approve the March 22 2022, regular meeting minutes.

Voice Vote: Aye: 5 Nay: 0 Absent: 2 Motion passed.

PUBLIC COMMENTS FOR ITEMS ON THE AGENDA – No public was present at the meeting. Zoning Administrator Keith Edwards introduced Kate Anderson to the Planning Commission as she is expected to be appointed as the new Zoning Administrator later this year.

PUBLIC HEARING - None

OLD BUSINESS - None

NEW BUSINESS

A. 375 W. Lowell – Request to expand nonconforming principal building (house).

Chairperson Koorndyk asked Zoning Administrator to give the highlights of his report regarding the proposed 24 ft. x 21 ft. addition onto the existing nonconforming home and lot at 375 W. Lowell St., a.k.a. Parcel No. 64-044-430-430-006-00. The existing home is located within 1.2 feet of the front lot line adjacent to Mears St. upon the nonconforming lot size of 5,000 sq. ft.

The proposed expansion will not further exacerbate the existing 1.2 ft. setback where 17 feet is typically required, and will meet all other requirements of the Zoning Ordinance including the maximum 50% impervious surface requirement if the private sidewalk adjacent to the east side of the home is removed and replaced with appropriate soil and turf.

Motion by Temple, second by Stoneman to approve the 24 ft x 21 ft addition to the home as shown with the 1.2 ft. setback adjacent to the Mears Street right-of-way with the condition that the existing sidewalk parallel to the east side of the home be removed.

Roll Call Vote: Aye: 5 Temple, Anderson, Stoneman, Conroy, & Koorndyk
Nay: 0 Absent: 2 Motion passed.

B. Discussion – Planning Commissioner comments on first four chapters of the Draft Master Plan.

Planning Commissioners discussed the use of the terms “value” vs. “principle” and “champion” vs. “ambassador”; decided to apply comparative statistical information regarding the state and county when reviewing the demographic section of the plan; consider separate Township and Village statistics as well as combined statistics; discussed the terms “grow” and “learn”; and concluded their review with a discussion of internet infrastructure. Chris Conroy will edit the demographic/statistical information based on the discussion.

COMMITTEE/DEPARTMENT REPORTS

A. **Zoning Administrator** – Mr. Edwards’ written report was accepted by the Planning Commission.

B. **Zoning Board of Appeals** – The Zoning Board of Appeals did not meet in March, 2022.

PUBLIC COMMENTS: No public was present at the meeting.

COMMUNICATIONS FROM PLANNING COMMISSION MEMBERS - None

ADJOURNMENT

Motion by Stoneman, second by Conroy to adjourn the meeting at 7:05 pm.

Voice Vote: Aye: 5 Nay: 0 Absent: 2 Motion passed.

Respectfully Submitted,
Keith Edwards, Zoning Administrator

May 2, 2022

Approved by the Village of Pentwater Planning Commission on _____.

**Zoning Analysis and Comments for Future Land Use
Proposed Redevelopment of 327 S. Hancock
Parcel ID No. 64-044-676-001-00**

**Prepared by Keith Edwards
Zoning Administrator
Township and Village of Pentwater
May 19, 2022**

**Reviewed by the Planning Commissions for the
Township and Village of Pentwater
May 24, 2022**

Introduction

The Master Plan Committee, comprised of three representatives each of the Township and Village Planning Commissions, has been discussing the future land use and design for Downtown Pentwater as a chapter in the Pentwater Community Master Plan. Recently it came to the attention of the Master Plan Committee that there is a purposed purchase agreement for the property known as 327 S. Hancock that is being considered by the Township Board and Village Council. Each municipality is a co-owner of the former Pentwater Community Building property. This analysis is focused on the stated contingencies listed in paragraph 27 of page 5 of the proposed purchase agreement dated April 17, 2022.

Background

The subject site, known as the Pentwater Community Building, 327 S. Hancock and Parcel ID No 64-044-676-001-00 most recently housed the government offices for Pentwater Township and the Village of Pentwater on the main or first floor of the building. The basement was used for storage of records and supplies for both municipalities as well as storage for the benefit of the Chamber of Commerce, Downtown Development Authority, Police Department, Fire Department and Historical Society among others. The second floor of the building was recently used for the storage of some records and is the location of a former wood-floor gymnasium for the Pentwater School. The second level of the building is only accessible via the exterior stairway at the northwest corner of the building. The vacant portion of the property, or green space was affectionately known as “Bell Park” as it formerly housed a memorial in the shape of a bell, which has been moved to the Township Cemetery, and a flagpole which has been moved to the new Village Government offices and Police Station at 65 S. Hancock St.

The subject property, also known as:

“The north 76.2 feet of the East 106.2 feet of Lots 1 & 2 of Block 6 of the Village of Pentwater.”

Has dimensions of approximately 76.2 ft. x 106.2 ft., is approximately 8092.4 sq. ft. (0.19 acres) in area and contains a 2-story building with a brick exterior of approximately 4,146 sq. ft. on the first (main) floor. No information regarding the height of the existing building is available at this time.

The property is located on the southwest corner of Hancock and Third Streets, in the Village of Pentwater with street level pedestrian entrances on the east (Hancock Street) and north sides of the existing building. The property slopes downward from Hancock Street toward Pentwater Lake to the west, whereby a concrete retaining wall exists along the north and west sides of the property, to hold the property level with the Hancock Street elevation, exposing only the basement of the existing building to the alley on the west side of the building. It is unclear whether the existing service alley is public or private at this time.

Zoning Ordinance Analysis

The subject site is wholly within the C3 – Central Business District according to the Village of Pentwater Zoning Map. The former use of the building as governmental offices is listed in Section 12.02 of the Zoning Ordinance as a permitted use.

The proposed use of the property, according to Paragraph 27 on page 5 of the proposed purchase agreement dated April 17, 2022 is for a “Bar/Restaurant on (the) main floor, Boutique Hotel on (the) second and third floor (30-40 rooms) and condominiums on (the) fourth floor.

Land Uses

Although Section 12.02 of the Zoning Ordinance does not specifically list “bars” or establishments serving alcohol as permitted uses, establishments serving alcohol are customarily associated with restaurants in the Village of Pentwater. Restaurants (excluding those with drive-through facilities) are permitted uses within the C3, Central Business District.

Hotels and motels are listed as a Special Land Use in Section 12.03 of the C3, Central Business District. Typically, special land uses are recognized as such because of their unique impact on a given area. Special land uses are required to adhere to general standards such as: being harmonious with the existing character and appearance of the general vicinity; served by adequate public facilities and services; not an excessive strain on those facilities and services; and, not detrimental to the health, safety and welfare of the community. Additionally, in this case there are three specific requirements for hotels including (Section 15.04.G):

1. A minimum lot area of 2 acres with a minimum lot width of 200 feet;
2. Required parking lot setbacks of 20 feet on the front and 10 feet on the side and rear; and,
3. Access driveways to be located at least 50 feet from intersections or other driveways on the same street.

Lastly, it should be determined whether the proposed condominiums are defined as a “multiple family dwellings”, which are not permitted within the C3, Central Business District or as “Residential dwellings accessory to commercial or office uses”. Since multiple family dwellings are not permitted within the C3 Zoning District, the default interpretation used to promote such uses in Downtown Pentwater, has been to define residential uses downtown as Residential dwellings accessory to commercial or office uses (Section 12.03.F). However, the definition of “Accessory Uses” within the Zoning Ordinance (Section 2.02) states that an accessory use is “A use naturally and normally incidental and subordinate to, and devoted exclusively to the main (principal) use of the land or building.”

In accordance with the definition of “Principal Use” (Section 2.21), the proposed “Boutique Hotel” would be the primary purpose for the land and the building on the premises, since two

of the proposed four floors and a part of the first (main) floor are dedicated for this use (See attached floor plan).

“Residential dwellings accessory to commercial or office uses” are not specifically defined by Chapter 2 of the Zoning Ordinance, but are listed as a special land use with the following specific requirements (Section 15.04.Q):

1. The gross floor area for all residential units shall not exceed twice the gross floor area of the commercial or office uses to which they are accessory;
2. Residential dwelling units shall meet the minimum floor area requirements applicable to such units in the R-3 District (600 sq. ft. for 2-bedroom units plus 400 feet for each additional bedroom); and,
3. Separate parking facilities for all dwelling units in accordance with Chapter 17 of the Zoning Ordinance.

The Village Planning Commission should consider clarifying use of the terms “Multiple Family” and “Residential dwellings accessory to commercial and office uses”, as well as reconciling any specific development requirements.

C-3 Central Business District Regulations

For permitted uses, within the C3 Zoning District, there are no requirements for minimum lot area, lot width or maximum lot coverage, nor are there front yard setback requirements (presumably Hancock and the numbered streets). There are, however, side and rear yard setback requirements of 5 and 15 feet respectively when adjacent to “Residential Districts”. The subject site appears to be adjacent to the Spinnaker Condominiums, which are located within the R-4, Lakefront Multiple Family Residential District. By definition, however, the R-4 Zoning District is not considered a “Residential District” in accordance with Section 2.18. This situation may or may not be an error or unintended omission within the Zoning Ordinance. Whether the existing service alley is public or private should be determined, including the width of the alley ascertained if it is to remain to service the subject site. This may solve any questions regarding a setback from the Spinnaker Condominiums.

The allowable height of buildings within the C3, Central Business District is 35 feet from average grade to the peak or highest point on the roof, with certain exceptions such as mechanical units and mechanical penthouses antennas, etc. (Section 3.02). The Zoning Ordinance does not regulate the maximum number of stories. No information was provided in the purchase agreement regarding the anticipated height of the proposed building.

Special Land Use Regulations

It should be noted at this time, that the proposed purchase agreement calls for a Boutique Hotel and Condominiums (Residential dwellings accessory to commercial or office uses). While

a public hearing and site plan review to be conducted by the Planning Commission is required for special land uses, it should be noted at this time, that the subject site:

1. Does not contain a minimum of 2 acres or a minimum lot width of 200 feet;
2. No information has been provided regarding any on-site parking lots, so an evaluation of the required setbacks cannot be completed;
3. No information has been provided regarding any request for access driveways; and,
4. No information has been provided regarding the area of any residential units.

Parking Requirements

In recent memory, the Village Planning Commission and Village Council found it acceptable to reduce off-street parking requirements for marinas and downtown residential units. The idea for reducing the requirement for downtown residential units was to promote residential living in Downtown Pentwater, thus providing a more urbanized living experience, promoting walkability to commercial and services uses within the community. However, hotels and motels have not recently been given much consideration for Zoning Ordinance amendments.

Section 17.02, paragraphs “D” and “E” address parking in the C-3 Zoning District for residential and other uses. Taken in the context of Chapter 17 – Parking Requirements and within the provisions of Section 17.02 and 17.06, residential dwellings in mixed-use buildings within the C-3 Zoning District must provide one (1) on-site parking space for each residential unit with two (2) bedrooms or less and one additional space for each additional bedroom. Requirements for parking spaces which cannot be provided on-site may be provided by off-site spaces either on the street as “Designated Spaces” approved by Village Council, or in an approved parking facility when they are within 500 feet of the subject site and under the subject site’s control.

The proposed purchase agreement seeks assistance in meeting this requirement either for on-street parking designation or use of an existing parking lot east of the subject site.

Although the proposed purchase agreement does not specify the number of residential units, nor the number of bedrooms in each unit, the minimum parking requirements for the proposed uses are as follows:

Bar/Restaurant = No parking spaces required (Section 17.02.D);

Hotel = 30 to 40 (Section 17.06.B) parking spaces;

Residential = One parking space per unit (2 bedrooms) + one per each bedroom over 2.

Zoning Analysis Discussion

- The Zoning Ordinance may be overburdensome to require a minimum land area and lot width for the limited number and sizes of properties available within the C3, Central Business Zoning District. **Thus, a Zoning Ordinance amendment should be considered.**

- Dedicated parking for hotel and residential uses is customary for such uses. However, the area provided for hotel parking could also be valet only as one alternative to patrons navigating off-site parking and its proximity to the hotel. **This requirement should be evaluated and perhaps a Zoning Ordinance amendment should be considered.**
- Since there does not appear to be much demand for dedicated offices uses, it is not necessary to provide more space for such uses at this time. However, the requirement for residential dwellings in the C3 Zoning District to be “accessory” to commercial and office uses should be evaluated, i.e.:
 - It has been the practice of the community to allow residential dwellings within buildings in the C3 District without proof of such residents being proprietors or employees of the commercial or office uses within the building;
 - It may be time to propose a maximum allotment of gross floor area for residential uses that is less than twice the gross floor area of the commercial and office uses in the building. Such a reduction in the amount of residential space allowed in buildings in the C3 District may be necessary to curb the perceived entitlement by developers for such uses;
 - Such perception of entitlement may lead to requests for greater building height or variances over the 35 feet that is currently allowed; and/or
 - It may be time to consider allowances for greater building height within Downtown Pentwater.

Thus, it may be time for Zoning Ordinance amendments to be considered.

Master Plan Committee Discussion for Downtown Pentwater

Land Use

The Master Plan Committee has discussed existing and desired land uses within Downtown Pentwater. Having identified small scale retail and art galleries; service uses like banking, government offices and barber/beauty shops; and, bars/restaurants as the dominant uses in downtown, the committee will also seeks to find ways to promote:

- extended seasonal living to include dormitory living or boarding of a seasonal workforce;
- redevelopment of several properties (list to be finalized) including the former Pentwater Wire factory;
- Boutique hotels and inns that may have accessory uses such as cafes and restaurants; and,
- Mixed-use buildings with retail/artisan, commercial and residential uses.

Building Mass

Several discussions have also taken place regarding the mass (height and area) of the built environment but also existing open spaces and their current uses. Currently the buildings in Downtown Pentwater vary in their mass, most having established a footprint that occupies the majority of available frontage on Hancock Street, some less so, but buildings vary from single-story to four stories, whereas the allowable height of buildings in downtown Pentwater is static in the Zoning Ordinance at 35 feet.

When considering the height of buildings, the committee is also taking into consideration the history of some buildings such as the “Gustafson Building” “Community Building” and “Brass Anchor Building” as well as the more recent past developments such as “Park Place” on Second Street; “Harborview Condominiums” on Hancock Street, and the “Shelby State Bank Building” on Hancock and Fourth Street.

When considering building mass, the Committee has also considered proximity to detached single-family residential developments, attached single-family residential units, and views of Pentwater Lake. One idea was to consider allowing buildings to reach higher limits than 35 feet on the east side of Hancock Street if certain conditions are met, and/or to require setbacks for additional stories above 35 feet where setbacks are employed to visually separate the usual 35 foot height mark from an additional story that would be used for a specific purpose like residential uses. Such a setback would also allow for easier emergency responses.

The committee has also discussed the ability of fire fighters to rescue people from taller buildings and the ability to fight fires from above, a situation which is much improved with the acquisition of the new ladder truck. However, current infrastructure of the municipal water system may not be adequate to allow every site to employ fire suppression systems due to limitations on water volume and pressure. This issue may require future study after the Master Plan is completed.

Off Street Parking

While it may seem that parking is limited in Downtown Pentwater during the short summer months, often on-street parking is available within 2 to 3 blocks of Hancock Street. By the nature of their commonplace usage, certain types of land uses may require on-site, off-street, and/or near-by parking facilities. Those uses may include hotels, theaters, event venues, residential and seasonal housing uses among others. The Master Plan Committee is in favor of recommending shared parking uses, strategic redesign of on-street parking such as that described by the adopted “Complete Streets

Design Manual” and certain locations for parking structures, such as redevelopment of the former “Pentwater Wire Factory”.

Conclusion

In terms of the proposed purchase of the site known as 327 S. Hancock for redevelopment, the Master Plan Committee offers for discussion by the Township and Village Planning Commissions the following comments:

- The land use concept of a mixed-use building containing commercial and residential units is desirable;
- The land use concept of a downtown hotel is also desirable but may require additional consideration for certain Zoning Ordinance provisions such as building height and parking requirements which may limit the use of the subject property based on what it described within the April 17, 2022 purchase agreement;
- The Village Planning Commission should consider Zoning Ordinance amendments that would evaluate, clarify and reconcile “Multiple Family” and “Residential dwellings accessory to commercial and office uses” for Downtown Pentwater.
- The Village Planning Commission may wish to evaluate and consider Zoning Ordinance amendments for parking requirements for hotels and other uses, as well as how those requirements may be fulfilled;
- The Village Planning Commission may wish to consider Zoning Ordinance amendments for building height in certain Zoning Districts, including those in “Downtown Pentwater”;
- The ability to be able to review a site plan, floor plans and building elevations and design is also desirable;
- At least one public hearing at the Village Planning Commission is required to take public comment regarding the special land uses proposed;
- Site plan review is required for development or redevelopment of the subject property;
- The Village Planning Commission cannot comment on this time regarding a future Brownfield Application or the use of public property within the Village of Pentwater for parking, including on-street parking; and,
- A liquor license for the proposed bar may also require approval of the Village Council.

NEW BUS e.



BUY AND SELL AGREEMENT FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY

Office of Five Star Real Estate, REALTOR®

Ludington (city), Michigan Phone: 231-690-2830 Fax: _____

Email: jimsellswestmichigan@gmail.com Offer Date: 4/17/2022 (time) _____

1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the REALTOR named above is acting as (choose one):

- Subagent of the Seller
- Agent of the Buyer
- Dual Agent (with written, informed consent of both Buyer and Seller)
- Other (specify): _____

2. Buyer's Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the village of Oceana, County, Michigan; commonly known as 327 S Hancock St Pentwater, MI

Permanent Parcel Number 044-676-001-00 and legally described as follows:

(the "Land"), together with all buildings, fixtures and Improvements situated on the Land (the "Improvements"), and all equipment and other personal property listed on Exhibit D (the "Personal Property"), all of which is collectively referred to herein as the "Premises".

3. Purchase Price. The purchase price for the Premises is:

One Hundred Thousand Dollars

Dollars (\$ 100,000). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

4. Terms of Payment. The purchase price shall be paid at the closing as indicated by "X" below (other unmarked terms of purchase do not apply):

Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in this agreement.

New Mortgage. The Buyer shall pay the full purchase price to Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in this Agreement, contingent upon Buyer's ability to obtain a _____ type _____ year mortgage loan in the amount of \$ _____ bearing interest at a rate no greater than _____ % per annum. Buyer shall apply for the mortgage load immediately and accept it promptly if tendered. If Buyer does not deliver to Seller on or before _____ (date), proof that Buyer has accepted a mortgage loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and terminate this Agreement by written notice to Buyer, unless Buyer has waived this contingency in writing, prior to the date indicated in this paragraph.

Land Contract. Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$ _____ and payment of the balance \$ _____ in _____ installments of \$ _____ or more, at Buyer's option, including interest at the rate of _____ % per annum computed monthly, interest to start on date of closing, and first payment to become due _____ days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

Additional Provisions:

5. Survey (select one of the following):

- A new survey:
 - ALTA showing all easements of record, improvements, and encroachments, if any, and completed to the most current ALTA/ACMS minimum requirements; or
 - boundary survey with iron corner stakes and with all easements of record, improvements, and encroachments (if any);

A recertified survey;

An existing survey shall be provided by Buyer Seller as soon as possible after the later to occur of (i) the title insurance commitment reference in this Agreement is delivered to the party responsible for the survey; and (ii) Buyer's right to terminate under this Agreement is waived or deemed to have been waived. If the survey reveals a matter that materially and adversely affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall have the right to terminate this Agreement by giving Seller written notice within _____ (_____) calendar days after copies of both the survey and title commitment referenced in this Agreement are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. Other:

327 S Hancock St Pentwater, MI

04/24/22 04/25/22
8:57 PM EDT 1:25 PM EDT
dotloop verified dotloop verified

Buyer's Initials

Seller's Initials

6. Title Insurance. At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date, and shall be delivered as soon as feasible thereafter. If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) calendar days after copies of both the title commitment and survey referenced in this Agreement above are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed in the title commitment that is in the form of an encumbrance that is liquidated in amount and that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller discharges such encumbrance at the closing. Other:

[Empty rectangular box for additional information regarding Title Insurance]

7. Inspections. After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections are not acceptable to Buyer by giving Seller written notice within _____ calendar days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

[Empty rectangular box for additional information regarding Inspections]

8. Closing Adjustments. The following adjustments shall be made between the parties as of the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

- a. Prepaid rent;
- b. Interest on any existing indebtedness assumed by Buyer;
- c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
- d. Utility deposits;
- e. Security deposits;
- f. Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ("Additional Rent"), and such amounts shall be allocated between the parties pursuant to the terms of the applicable leases. If any Additional Rent is collected by Buyer after closing which is attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

[Empty rectangular box for additional information regarding Closing Adjustments]

9. Property Taxes. Seller shall pay delinquent personal property taxes. The current year's property taxes will be paid as follows (choose one):

- No Proration:
 - Buyer Seller shall pay taxes billed July _____ (year).
 - Buyer Seller shall pay taxes billed December _____ (year).
- Calendar Year Proration (all taxes billed or to be billed in the year of closing). Calendar year tax levies will be estimated, if necessary, using taxable value on the day of closing, broken down to a per diem tax payment and prorated to day of closing with Seller paying for January 1 to day of closing.

10. Special Assessments (choose one):

- Seller shall pay all special assessments which have become a lien on the Premises prior to the Effective Date, whether due in installments or otherwise.
- Seller shall pay all special assessments which have become a lien on the Premises prior to the Effective Date, provide, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.
- Other:

[Empty rectangular box for additional information regarding Special Assessments]

11. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Premises to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights, subject only to existing zoning ordinances, and to building and use restrictions and easements, and reservations of record, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Premises include unplatted land: Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before _____ (date), of the proposed division to create the Real Estate. Other:

[Redacted box for "Other:" text]

12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Premises or any aspect of this transaction, which are not expressly set forth in this Agreement.

d. Other: [Redacted box]

13. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- a. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises.
b. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Premises, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Premises.
c. Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
d. If a statement(s) of income and expense with respect to the operation of the Premises is (are) described in Exhibit A, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
e. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). Except as otherwise described in Exhibit B:
(1) All of the leases are in full force and effect, no party thereto is in material default there under, and none of them have been modified, amended; or extended;
(2) No renewal or extension options have been granted to tenants;
(3) No tenant has an option to purchase the Premises;
(4) The rents set forth are being collected on a current basis and there are no arrearages or advance payments in excess of one month;
(5) There are no security deposits, and
(6) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
f. If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit C, the Exhibit lists all the Service Contracts currently in effect with respect to the Premises.
g. The Premises will be in compliance with any applicable smoke detector ordinances as of the closing date.
h. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
i. Seller is without personal knowledge as to the presence on the Premises of any toxic or hazardous substances or of any underground storage tanks.

j. Other: [Redacted box]

14. **Sidewalk Inspection.** If Premises is in a municipality that requires a sidewalk inspection, Seller shall order the inspection and pay for any repairs deemed necessary by the municipality, so that the Premises will be in compliance with any applicable sidewalk ordinance as of the closing date.

15. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.

Initials: [Signature] [Signature]
04/24/22 04/25/22
8:57 PM EDT 1:25 PM EDT
dotloop verified dotloop verified

Buyer's Initials

[Redacted box for Seller's Initials]

Seller's Initials

have?

16. Closing. The closing shall be held on or before 6/17/2022 or sooner (date) and as promptly as practical after all necessary documents have been prepared. An additional period of ten days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date.

17. Possession. Seller shall tender to Buyer possession of the Premises upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:

[Empty rectangular box for additional terms related to possession]

- 18. Seller's Closing Obligations. At Closing, Seller shall deliver the following to Buyer:
a. The warranty deed, land contract or assignment of land contract required by this Agreement.
b. A bill of sale for any Personal Property (described in Exhibit "D").
c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
g. Payment of the County and State real estate transfer tax.
h. Any other documents required by this Agreement to be delivered by Seller.

- 19. Buyer's Closing Obligations. At Closing, Buyer shall deliver to Seller the following:
a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
c. Any other documents required by this Agreement to be delivered by Buyer.

20. 1031 Tax Deferred Exchange. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.

21. Earnest Money. Buyer gives Jim Foley, REALTOR, 14 days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit \$ 5,000 with REALTOR [] with this offer [X] within 2 days after acceptance of this offer; OR [] upon acceptance of this offer, evidencing Buyer's good faith, to be held by the REALTOR and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling REALTOR may notify Buyer(s) and Seller(s) of REALTOR's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.

22. Disclosure of Price and Terms. The purchase price and the terms of this sale may be disclosed by the MLS Exchange, Inc., in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.

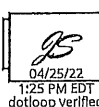
23. Credit Reports. Buyer consents that, if not otherwise prohibited, the REALTOR(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the REALTOR(s) by a credit reporting agency.

24. Advice of Counsel. Buyer acknowledges that the REALTOR has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

25. Brokerage Fee. Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, [] Buyer [X] Seller agrees to pay a brokerage fee of 7%. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Other:

[Empty rectangular box for additional terms related to brokerage fee]

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.



Buyer's Initials

[Empty boxes for initials]

Seller's Initials

26. Environmental.

a. Notice to sellers, buyers, landlords and tenants (environmental risks).

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. Environmental reports and assessments.

(1) Seller shall provide copies of any existing Environmental Assessments or reports involving the Premises within 10 calendar days after the Effective Date.

(2) Buyer shall be given access to the Premises during normal business hours to perform an ASTM 1527 Phase 1 Site Assessment. Buyer shall pay 100% and Seller shall pay % of the cost of the Environmental Assessment. The Environmental Assessment shall be ordered by the [X] Buyer [] Seller. The Environmental Assessment shall be completed within 21 calendar days after the Effective Date and shall be certified to Buyer. Seller shall promptly cooperate and request its tenants to cooperate with Buyer in completing the Environmental Assessment.

(3) If an Environmental Assessment of the Premises reveals recognized environmental conditions as defined by ASTM, then Buyer shall have the right to:

- a. terminate this Agreement within 10 calendar days after receipt of the Environmental Assessment report; or
b. provide Seller with the Environmental Addendum (Seller's refusal to execute the Environmental Addendum within 10 days shall, at Buyer's option, terminate this Agreement); or
c. proceed with the purchase.

(4) For residential housing units, Seller will attach either the Seller's acknowledgement Form Concerning Lead-Based Paint or a Lead-Based Paint Seller's Disclosure form, depending on whether the improvements were build prior to 1978 or 1978 or later.

c. Nondisclosure.

If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b. above, Buyer shall not disclose his/her Environmental Assessment report(s) to any third party. At Seller's request, Buyer shall provide copies of any Environmental Assessment report(s) to Seller.

d. Other:

27. Other Provisions:

Offer contingent on Zoning approval of site plan.
Offer contingent on acceptance of Brownfield application and approval
Offer contingent on Village zoning approval and assistance in acceptable parking, possibly including new angle parking on North side of property and/or creation of parking space/lot across the street to the East for restaurant and hotel patron parking.
Plans to include a Bar/Restaurant on main floor, Boutique Hotel on second and third floor (30-40 rooms) and condominiums on fourth floor. Full site plan will be created and submitted following acceptance

28. Notices. Any notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally, or by regular mail addressed to the parties at their addresses specified in the proximity of their signatures below, and any notices given by mail shall be deemed to have been given as of the day following the date of posting.

29. Additional Acts. Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the Closing as may become necessary to effectuate the transfers contemplated by this Agreement.

30. Authority of the Parties. Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.

31. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed (as described below):

Buyer's Initials
04/24/22 8:57 PM EDT
04/25/22 1:25 PM EDT
dotloop verified dotloop verified

Seller's Initials

32. Index of Exhibits.

Not Applicable	Attached	Seller to Furnish	Exhibit #	Subject
<input checked="" type="checkbox"/>			A	Income and expense with respect to the operation of the Premises
<input checked="" type="checkbox"/>			B	Written leases and any tenancies not arising out of written leases
<input checked="" type="checkbox"/>			C	Service Contracts
<input checked="" type="checkbox"/>			D	List of personal Property

Attached	Seller to Furnish	Exhibit #	Subject
	<input checked="" type="checkbox"/>	A	Site plan following acceptance

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within _____ calendar days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this Section shall be deemed to have been waived.

34. By signing below, Buyer acknowledges having read and received a copy of this Agreement.

Witness:

[Signature box]

Buyer:

Lorri Sherston

dotloop verified
04/24/22 8:57 PM EDT
BETT-2XK5-RYGE-SZTB

Buyer:

John Sherston

dotloop verified
04/25/22 1:25 PM EDT
OMKS-15XG-T3MP-31YX

Buyer's Address: _____

Bus. Phone: _____

Fax: _____

Email: _____

SELLER'S ACCEPTANCE

Date: _____ Time: _____

35. The above offer is hereby accepted:

[Large signature box]

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modifications, this becomes the Effective Date.

Seller gives REALTOR above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of counter offer, if any.

Witness:

[Signature box]

Seller:

[Signature box]

(Note: Please sign as you wish your name to appear on the final papers.)

Seller:

[Signature box]

(Note: Please sign as you wish your name to appear on the final papers.)

Seller's Address: _____

Bus. Phone: _____

Fax: _____

Email: _____

BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

36. Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If the acceptance was subject to changes from Buyer's offer, Buyer agrees to accept those changes, all other terms and conditions remaining unchanged. If this Agreement is signed by Buyer without any modification, this becomes the Effective Date.

Witness:

[Signature box]

Buyer:

[Signature box]

Buyer:

[Signature box]

SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

37. Seller acknowledges receipt of a copy of Buyer's acceptance of the counter-offer (if Seller made a counter-offer)

Witness:

[Signature box]

Seller:

[Signature box]

Seller:

[Signature box]

LS *JS*
04/24/22 8:57 PM EDT
04/25/22 1:25 PM EDT
dotloop verified dotloop verified

Buyer's Initials

[Initials box]

Seller's Initials

WEST MICHIGAN REGIONAL ADDENDUM TO PURCHASE AGREEMENT

MLS # _____

Date: 04/05/2022

(time)

Selling Office Five Star Real Estate

REALTOR® Phone 231-690-2830

Email

jmsellswestmichigan@gmail.com

Listing Office Five Star Real Estate

REALTOR® Phone 231-510-4002

Email

marlasellswestmichigan@gmail.com

1. Addendum # _____ to Purchase Agreement dated 04/05/2022 covering property at
327 S. Hancock, Pentwater, MI.49449

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
Seller to pay buyer's agent 5% Commission

3. The Seller Buyer (check one) gives the above-named REALTOR® _____ days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Date _____

X Levii Sherston dotloop verified 04/05/22 7:11 PM EDT ECQS-MBGK-CAQI-FLKU Buyer
(Note: Please sign as you wish your name to appear on final papers.)

X John Sherston dotloop verified 04/26/22 11:56 AM EDT FGIM-THPP-54X5-HBDF Buyer
(Note: Please sign as you wish your name to appear on final papers.)

5. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

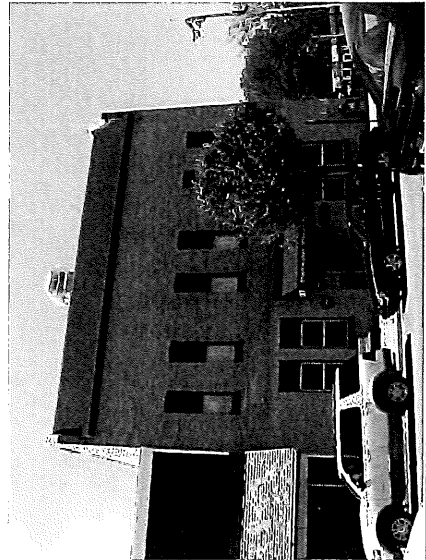
Date _____

X _____ Seller
(Note: Please sign as you wish your name to appear on final papers.)

X _____ Seller
(Note: Please sign as you wish your name to appear on final papers.)



Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.		
Property Address	Class: COMMERCIAL-IMPROV Zoning: C3		Building Permit(s)		Date	Number	Status			
327 S HANCOCK ST	School: PENTWATER PUBLIC SCHOOL DIST									
Owner's Name/Address	P.R.E. 0%		MAP #:							
PENTWATER TOWNSHIP	2022 Est TCV 0 TCV/TFA: 0.00									
VILLAGE OF PENTWATER	X Improved		Vacant							
PO BOX 512	Public Improvements									
PENTWATER MI 49449	Dirt Road									
Tax Description	X									
VILLAGE OF PENTWATER BLK 6 THE N 76.2 FT OF THE E 106.2 FT OF LOTS 1 & 2 BLK 6.										
Comments/Influences	Topography of Site									
	Level									
	Rolling									
	Low									
	High									
	Landscaped									
	Swamp									
	Wooded									
	Pond									
	Waterfront									
	Ravine									
	Wetland									
	Flood Plain									
	Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
	X	VAE 09/26/2010	REVIEWED	2022	EXEMPT	EXEMPT	EXEMPT			EXEMPT
		IMP 05/26/1990	INSPECTED	2021	EXEMPT	EXEMPT	EXEMPT			EXEMPT
				2020	0	0	0			0
				2019	0	0	0			0
	Description		Frontage		Depth		Rate %Adj.		Reason	
	PRIME COM		76.00		106.00		1.0000		1800 100	
	76 Actual Front Feet, 0.19 Total Acres								Total Est. Land Value = 136,800	

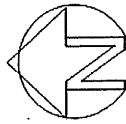


The Equalizer. Copyright (c) 1999 - 2009. Licensed To: Township of Pentwater, County of Oceana, Michigan

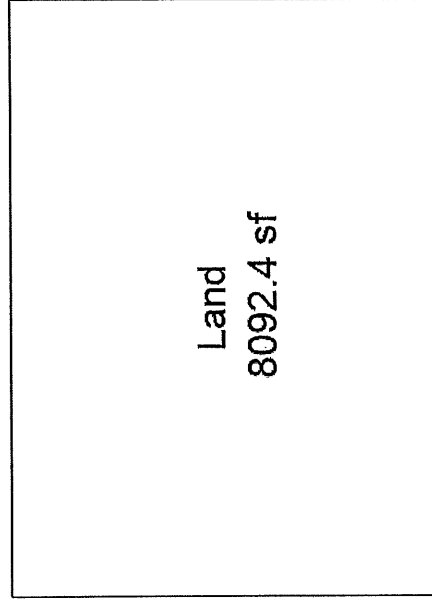
*** Information herein deemed reliable but not guaranteed***

Third Street

106.2'



76.2'



Land
8092.4 sf

Hancock Street

Sketch by Apex Sketch

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

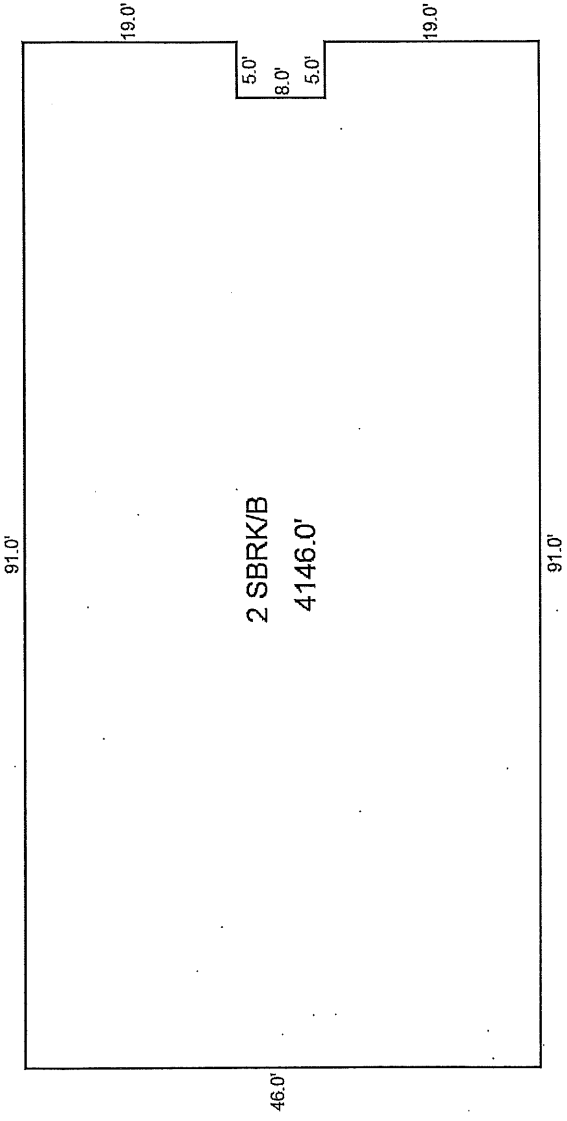
Desc. of Bldg/Section: Shopping Centers - Mixed w/Residential Units
 Calculator Occupancy: Shopping Centers - Mixed w/Residential Units

Class: C		Quality: Average		Calculator Cost Computations	
Stories: 2		Story Height: 12		Perimeter: 0	
Base Rate for Upper Floors = 94.87					
(10) Heating system: Zoned A.C. Warm & Cooled Air		Cost/SqFt: 19.84		100%	
Adjusted Square Foot Cost for Upper Floors = 114.71					
Total Floor Area: 8,292		Base Cost New of Upper Floors =		951,175	
Eff.Age:51		Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 35 /100/75 /100/26.3		Reproduction/Replacement Cost = 951,175	
		Total Depreciated Cost =		249,683	
ECF (2000 COMMERCIAL)		0.950 => TCV of Bldg: 1 =		237,199	
Replacement Cost/Floor Area= 114.71		Est. TCV/Floor Area=		28.61	

<<<<<< >>>>>>

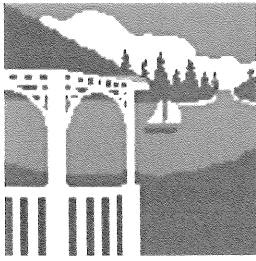
(1) Excavation/Site Prep:	(7) Interior:	(11) Electric and Lighting:	(39) Miscellaneous:
(2) Foundation:	(8) Plumbing:	Outlets:	
X Poured Conc	Many Above Ave.	Few Average Many Unfinished Typical	
Brick/Stone	Total Fixtures	Flex Conduit Rigid Conduit Armored Cable Non-Metallic Bus Duct	
Block	3-Piece Baths 2-Piece Baths Shower Stalls Toilets	Incandescent Fluorescent Mercury Sodium Vapor Transformer	
(3) Frame:	(9) Sprinklers:	(13) Roof Structure: Slope=0	(40) Exterior Wall:
(4) Floor Structure:	(10) Heating and Cooling:		Thickness Bsmnt Insul.
(5) Floor Cover:	Gas Oil Coal Stoker Hand Fired Boiler		
(6) Ceiling:		(14) Roof Cover:	

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



Sketch by Apex Sketch

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



VILLAGE OF PENTWATER

ON PENTWATER LAKE AND LAKE MICHIGAN
65 South Hancock Street, P.O. Box 622, Pentwater, Michigan 49449
(231) 869-8301 FAX (231) 869-5120
www.pentwatervillage.org

ZONING ADMINISTRATOR'S REPORT

May 2, 2022

The following is a summary of activity conducted by the Zoning Administrator in April 2022.

Code Enforcement – Nothing significant to report at this time.

Planning Commission - The Planning Commission met on April 26, 2022, to:

- Approve the expansion of the principal building (home) at 375 Lowell Street; and,
- Discuss the first four chapters of the Master Plan.

The Master Plan Committee will meet Monday, May 9 to discuss transportation and infrastructure issues.

Zoning Board of Appeals - The Zoning Board of Appeals did not meet in April 2022.

Zoning Permits – The following Zoning Permits were issued in April of 2022, including:

1. ZP 22-06 was issued for an addition to an existing shed at 217 S. Wythe.
2. ZP 22-07 was issued for 1694 sq. ft. new home at 44 Wheeler Street in the Cottages of Lites Woods.
3. ZP 22-08 was issued for a privacy fence at 189 N. Rush St.
4. ZP 22-09 was issued for the demolition of an attached shed and construction of a covered deck with screen enclosure at 517 S. Wythe St.
5. ZP 22-10 was issued for a privacy fence with gate at 539 S. Morris St.
6. ZP 22-11 was issued for a wood privacy fence at 410 Chester Street.
7. ZP 22-12 was issued for a new 16' x 32' detached accessory building at 586 Sixth St.
8. ZP 22-13 was issued for a 24 ft. x 21 ft. addition to the home at 375 W. Lowell St.

Other

None.

Sincerely,

Keith J. Edwards

Keith Edwards
Zoning Administrator