

AGENDA

THE ZONING BOARD OF APPEALS OF THE CITY OF BUCHANAN, in compliance with Michigan’s Open Meetings Act, hereby gives notice of public hearings, followed by a regular meeting.

** Individuals with disabilities may request necessary reasonable accommodations by submitting requests to the City Clerk, preferably at least 24 hours in advance.*

I. Public Hearing I - Call to Order

II. Public Hearing I - Roll Call

III. Public Hearing I - Opening of Hearing

The purpose of this public hearing is to hear the Request for Use Variance at 101 Terre Coupe Rd. from property owner Joe Carter.

IV. Public Hearing I - Announcement of the Rules of the Hearing

V. Public Hearing I - Presentation by the Applicant

VI. Public Hearing I - Presentation by the Opposition

VII. Public Hearing I - Applicant's Rebuttal

VIII. Public Hearing I - Closing of Hearing

IX. Public Hearing II - Call to Order

X. Public Hearing II - Roll Call

XI. Public Hearing II - Opening of Hearing

The purpose of this public hearing is to hear the Request for Use Variance at 502 Claremont St. (Old Stark School) from prospective owner Jen Tabor.

XII. Public Hearing II - Announcement of the Rules of the Hearing

XIII. Public Hearing II - Presentation by the Applicant

XIV. Public Hearing II - Presentation by the Opposition

XV. Public Hearing II - Applicant's Rebuttal

XVI. Public Hearing II - Closing of Hearing

XVII. Regular Meeting - Call to Order

XVIII. Pledge of Allegiance

XIX. Roll Call

XX. Approve Agenda

XXI. Public Comment - Agenda Items Only (3-minute limit)

XXII. Consent Agenda (can be approved all in one motion, for general housekeeping items)

XXIII. Reports by: Departments, Committees, Boards

XXIV. Unfinished Business

XXV. New Business

[A.](#) Request for Use Variance at 101 Terre Coupe Rd from Property Owner Joe Carter.

[B.](#) Request for Use Variance at 502 Claremont St. (Old Stark School) from Prospective Owner Jen Tabor

XXVI. Public Comment - Non-Agenda Items Only *(3-minute limit)*

XXVII. Executive Comments

XXVIII. Adjourn

101 Terra Coupe/ 421 W. Front

Former Shell Service Station

Hello,

Please consider this information regarding the Zoning variance being requested for the property plot listed as 101 Terra Coupe. This plot has two addresses with the other being 421 W Front which is the commercial side.

The initial purchase of the property was based upon it having the commercial area listed on the Front Street side to move forward with possible business opportunities while maintaining the 101 Terra Coupe house as a rental unit.

Prior to the purchase and review of all city tax and Department of Equality (DEQ) documents presented by the former owner, The property was listed as commercial. DEQ documentation was provided by the state since the service station side had a state sponsored cleanup some years ago to remove all petroleum contaminants from the property. I was not aware that the service station side of the property had been returned to a residential status until this spring when I inquired about the movement to the catering kitchen.

Please consider this variance change due the hardship that has been created since the service station side is not designed to be set up for residency. It still maintains all garage square footage and vehicle lift along with open concept areas for the store front portion as well as parking lot area.

Thank you for the consideration in this matter.

From Joe Carter

City of Buchanan Planning & Zoning
302 North Redbud Trail,
Buchanan, Michigan 49107
Phone (269) 695-3844 x 19 Fax (269)695-4330

General Information Application
For Land Development
(Complete application must be filed with the Zoning Administrator)

1. Applicant and Owner Information

Applicant(s)

Principle Contact:

Name JOE CARTER
Address 211 SYLVAN ST.
City BUCHANAN
State MI Zip 49107
Telephone 269 209 9951

Property Owner(s)

Principal Contact:

Name SAME
Address ↓
City ↓
State ↓ Zip ↓
Telephone ↓

Secondary Contact:

Name N/A
Address ↓
City ↓
State ↓ Zip ↓

Architect (if applicable):

Name N/A
Address ↓
City ↓
State ↓ Zip ↓

Agent or Attorney:

Name N/A
Address ↓
City ↓
State ↓ Zip ↓

Engineer (if applicable):

Name N/A
Address ↓
City ↓
State ↓ Zip ↓

Is this property held in a trust? No

Yes Note – for all trusts–Provide, as an attachment, a statement from the trustee verifying the names of all owners

Name of trust N/A

Address N/A City N/A State N/A Zip N/A

2. Applicant and Purpose of Application

a. Applicant is (check one)

Property Owner [] Attorney [] Agent

[] Other (specify) N/A

b. This application is a request for the following City of Buchanan action (check the appropriate action(s) requested.

Rezone of Property [] Special Use Permit
 Land Division Approval [] Zoning Variance(s)
 Condominium Approval [] Plan Review with Plan Commission
 Other Action (please specify) Use Variance

c. The reason for the requested action(s) are as follows:

To allow For Commercial Kitchen to be installed
into retired gas station side of property.

d. The specific section(s) of the Zoning Ordinance or other City ordinance(s) which address the amendment, variance, or other action which is being requested:

Article XXIV Section 24.03

e. The following questions must be answered only if the application contains a request for a zoning variance:

(1) Are the conditions which prevent the development of the property the result of action by an individual who has or had the property interest in the subject property?
[] Yes No

(2) If the conditions were self-imposed (not hardship), please explain why the variance should be granted?

N/A

3. Site and Surrounding Property Information

a. Common address or property location of subject property:

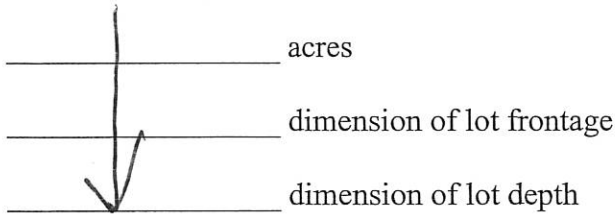
101 Terre Coupe - Residential
421 W. Front - Retired gas station
(DEQ removed all underground tanks)

b. Legal Description (Attach additional sheet if necessary):

Attached.

c. Permanent Real Estate Tax Identification Number: 11-58- 3150-0005-00-1

d. Parcel Size: Attached square feet



e. What are the current land uses and zoning on the land and adjoining parcels of land surrounding the site?

	Current Zoning	Current Use of Land
On Site	Residential	Residential/Storage
Property Abutting – North of Site	Residential	Residential
Property Abutting – South of Site	Residential	Residential
Property Abutting – East of Site	Residential	Residential
Property Abutting – West of Site	Residential	Residential

f. Describe any existing structures and the physical attributes of the site:

Former Shell Gas station. 2 bay Garage on West side.
Residence on South side + second Floor.

Description of the Proposed Development

a. Please describe the proposed use of the land and/or buildings assuming approval of the request:

101 Terra Coupe - Remain residential
421 W. Front - Commercial Kitchen

b. What is the proposed time frame for the build – out of the proposed development? 6 months or less

c. Please describe the number of buildings, square footage of each building and the total square footage of the development along with the required number of parking spaces for each intended use:

Building Use	Number of Buildings	Building Area (sq. ft.)	Total Building (sq. ft.)	Req. Parking
Single Family	<u>1/2</u>	<u>1500'</u>		
Multi Family	<u>N/A</u>			
Retail	<u>N/A</u>			
Office	<u>N/A</u>			
Industrial	<u>N/A</u>			
Other	<u>1/2</u>	<u>1738'</u>		

Other please specify type of use 1 structure split commercial & residential.

Totals 3238'

d. Please describe the number of water and sewer connections this development will require:

Building Use	Water Connections & Size	Sewer Connection
Single Family	<u>1"</u>	<u>4" to City 6" Lateral</u>
Multi – Family	<u>N/A</u>	<u>N/A</u>
Retail	<u>N/A</u>	<u>N/A</u>
Office	<u>N/A</u>	<u>N/A</u>
Industrial	<u>N/A</u>	<u>N/A</u>
Other	<u>1"</u>	<u>4" to City 6" Lateral</u>

Other please specify type of use Commercial Kitchen

Totals 2 (all ready existing)

e. Will the building within this proposed development house any hazardous materials at occupancy?

No

Yes – Please continue by describing the type and quantity of materials:

4. Fire Department Approval of Site and Building Plans:

The City requires that the Fire Department must approve all site and building plans. This application and associated documentation must be approved by the Fire Chief or his designee. This approval can be arranged by calling the Fire Chief’s office.

Approval Date: _____

Conditions Attached

By: _____

Yes

No

Title: _____

5. Required and Requested Attachments

- a. _____ Plat of survey with legal description.
- b. _____ Site plan of proposed use or project showing traffic patterns, parking locations and count, drainage patterns including detention areas, landscape plans, landscaping plans, exterior lighting locations and illumination pattern, building façade portrait and building size and location dimensions.
- c. _____ Floodplain / hazard map (engineers drawing or FEMA map showing location of subject project).
- d. Please include any additional comments or pertinent information below or on separate attachment to this application.

6. Signature and Declaratory Statement

a. Please describe the reason that this petition should be granted:

To establish commercial catering kitchen for small business opportunity in the City of Buchanan.

b. Required Attendance at Public Hearing and / or Plan Commission Meeting(s): The Plan Commission and the Board of Appeals have established a policy requiring the applicant or a designed representative of the applicant shall be present at any meeting or public hearing at which the matter will be considered. Failure of the applicant or designee of the applicant to appear before the Plan Commission or Board of Appeals is ground to postpone consideration of the application.

a. Declaratory Statement: I Joseph Carter, hereby certify that all information contained in this application and accompanying documentation is true and correct to the best of my knowledge and further, I acknowledge the attendance responsibilities of the applicant as set forth in paragraph b above.

b. Date: 7/2/2021

c. Applicant Signature: [Handwritten Signature]

d. Notary Public Certification Statement

I Carol Ritter, Notary Public in and for the State of Michigan

hereby state that on the 2 day of July, 2021, the above captioned Applicant appeared before me and, under oath, stated that all matters contained in this

CAROL RITTER
Notary Public, State of Michigan
County of Berrien
My Commission Expires Aug. 11, 2024
Acting in the County of Berrien

Application for Land Development are true. [Handwritten Signature]
Notary Public

My commission expires 8-11-2024

The following signature is required, for verification that this is a valid and complete application to be considered by the Plan Commission or Zoning Board of Appeals.

Date
Zoning Administrator

Meeting date for initial review:

CITY OF BUCHANAN, MICHIGAN
SITE PLAN CHECKLIST
 ITEMS REQUIRED ON SITE PLAN

- ~~1.~~ Site Plan Drawn to scale – 1" = 100" or larger (example: 1" = 60", 1" = 50', 1" = 40' etc.)
- ~~2.~~ Name of Project Noted.
- ~~3.~~ Owner's and/or Developer's Name and Address Noted
- ~~N/A~~ 4. Architect and or Engineer's Name and Address Noted
- ~~5.~~ Date
- ~~6.~~ Scales of Drawing Noted on Plan
- ~~7.~~ Existing Topography Shown at Intervals Not Less than Two (2) Feet
- ~~8.~~ Building Coverage Noted (percentage of total size and total square footage to be shown)
- ~~N/A~~ 9. Total Number of Parking Spaces Noted and Shown on Drawing
- ~~10.~~ Building Dimensions Shown
- ~~11.~~ Indicate Height of Buildings
- ~~12.~~ Street Names Indicated (Existing and Proposed)
- ~~N/A~~ 13. Indicate Existing and Proposed Right-of-Ways
- ~~14.~~ North Arrow Shown
- ~~15.~~ Locate Existing and Proposed Sanitary Sewers, Storm Sewers and Water Mains (Note for purposes of site plan review the proposed utilities need only be shown roughly)
- ~~16.~~ Locate any Existing and Proposed Storm Water Detention / Retention Areas
- ~~N/A~~ 17. Locate Existing Trees and Plantings
- ~~N/A~~ 18. Note Location of Proposed Plantings
- ~~19.~~ Note Location of all Sidewalks
- ~~N/A~~ 20. Rough Sketches Showing Architectural intent.

04-11-03
 REV12-08-2009

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Beacon™ Berrien County, MI

Summary

Parcel Number 58-3150-0005-00-1
 Property Address 101 TERRE COUPE RD
 BUCHANAN MI 49107
 Brief Tax Description ALL LOT 5 EXC E 66' THEREOF HIMES ADD TO CITY OF BUCHANAN
 (Note: Not to be used on legal documents)
 Class 201
 School District 11310
 Map # 035-1
 Acres 0.00
 Liber/Page 3282/2378
 Plate Number F5T

Owners

Tax Payer

Owner
CARTER JOSEPH

101 TERRE COUPE RD
BUCHANAN, MI 49107

Valuation

Year	Assessed Value	State Equalized Value	Taxable Value
2019	\$25,600	\$25,600	\$19,362
2018	\$31,200	\$31,200	\$19,001
2017	\$24,500	\$24,500	\$18,556

Berrien County assumes no legal responsibility for the information contained herein, which is provided "AS IS" with no warranties of any kind.

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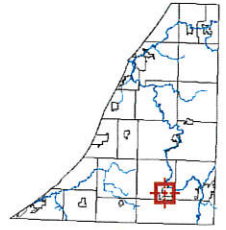
Last Data Upload: 3/30/2021, 2:13:43 AM



Version 2.3.113



Overview



Legend

- Survey Townships
- Railroads
- Roads**
 - <all other values>
 - Interstate
 - Major Arterial
 - Minor Arterial
 - Roads
- Parcels
- Lakes
- Rivers
- Parcel
- Lake Michigan

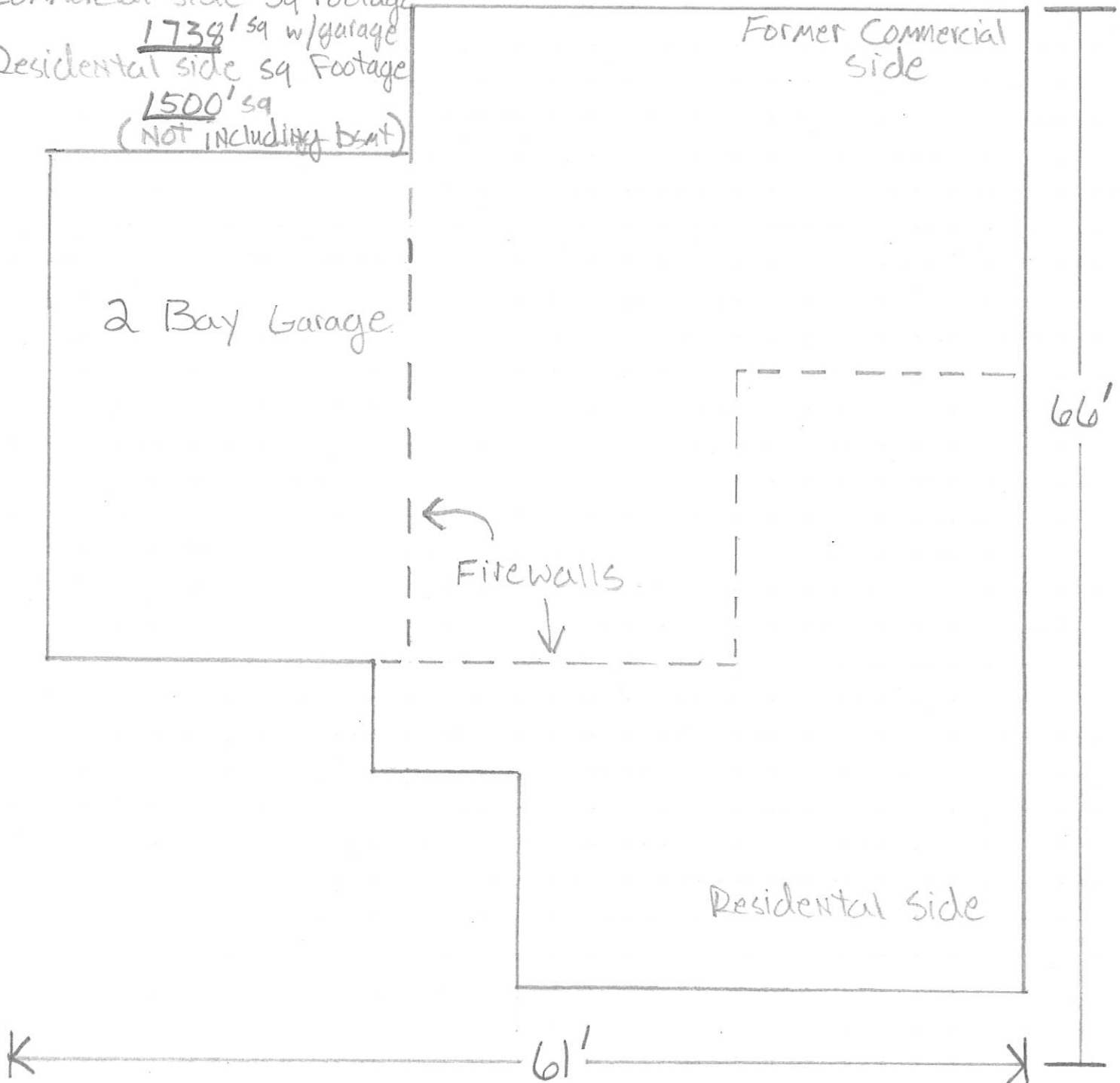
Parcel ID	11-58-3150-0005-00-1	Alternate ID	n/a	Owner Address	CARTER JOSEPH
Sec/Twp/Rng	n/a	Class	201		101 TERRE COUPE RD
Property Address	101 TERRE COUPE RD BUCHANAN	Acreage	n/a		BUCHANAN, MI 49107
District	11310				
Brief Tax Description	ALL LOT 5 EXC E 66' THEREOF HIMES ADD TO CITY OF BUCHANAN <i>(Note: Not to be used on legal documents)</i>				

Date created: 3/30/2021
Last Data Uploaded: 3/30/2021 2:13:43 AM

Developed by Schneider
GEOSPATIAL

JOE Carter - Former Shell station 4/19/21 Building

- Former Commercial side Height 13'
- Residence Side TO Gable Crest 22'9"
- Commercial side Sq Footage 1738' sq w/garage
- Residential side sq Footage 1500' sq (NOT INCLUDING BEAT)



JOE Cartel - Former Shell Station 4/19/21

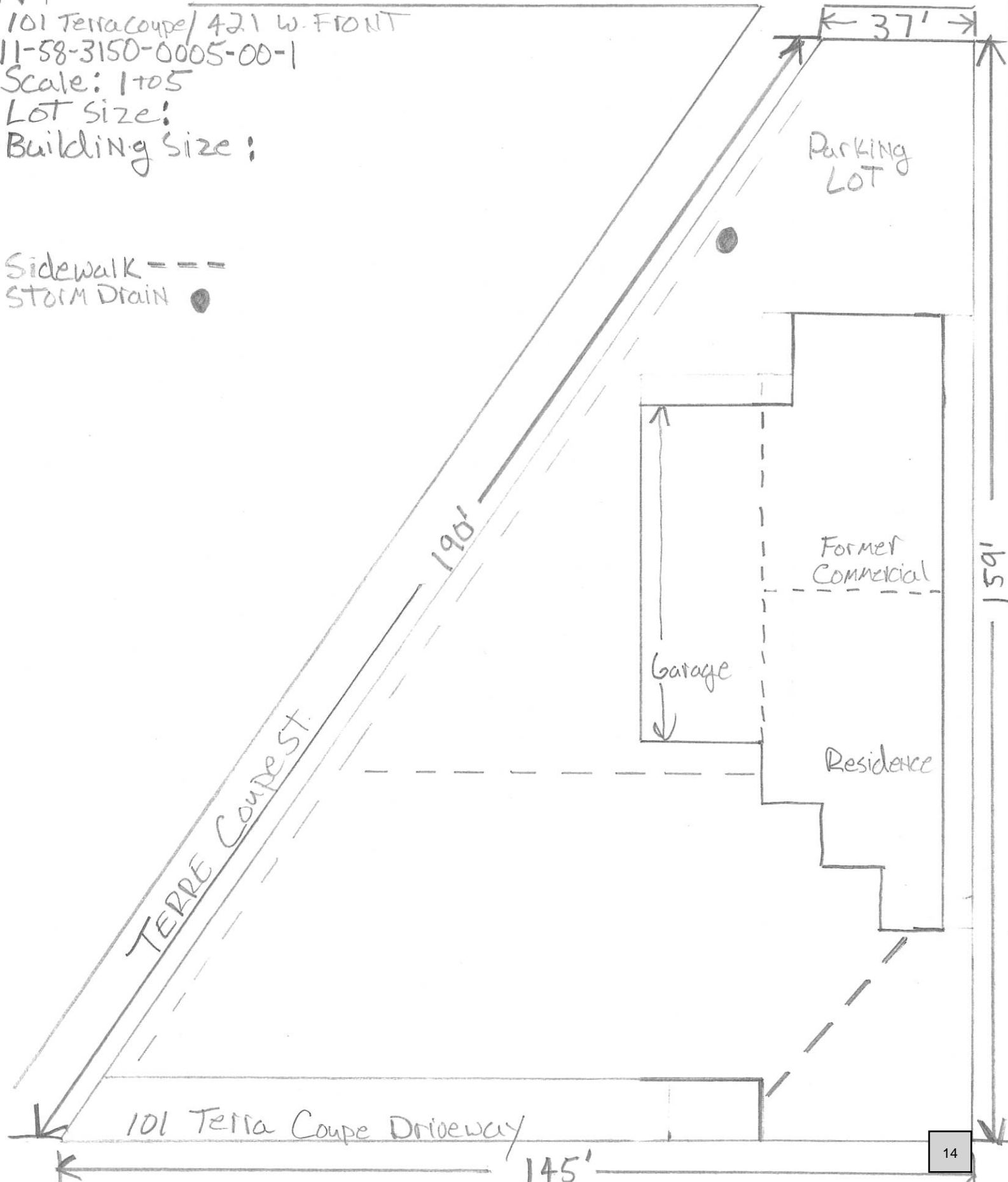
Item XXV. A.

W. FRONT ST.



- 101 Terra Coupe / 421 W. FRONT
- 11-58-3150-0005-00-1
- Scale: 1 to 5
- Lot Size:
- Building Size:

Sidewalk - - - -
 Storm Drain ●



421 W. FRONT
(101 TERRACE COOP)
ROUGH FLOOR
PLAIN

House

Fire
Wall

House

Fire well

Utility

Storage

Garage
Door
(36")

Garage
Bays

Dry
Storage

Front
Door



**POSTED:**

**Leader Publications – Daily Star
Published 08.14.2021**

**NOTICE OF PUBLIC HEARING
CITY OF BUCHANAN
Zoning Board of Appeals**

A Public Hearing has been set for Thursday, August 26, 2021, at 6:00 p.m. at Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan 49107. The purpose of the Public Hearing is for the Zoning Board of Appeals to review an application for a variance submitted by property owner Joe Carter, 101 Terre Coupe Rd. The application seeks a variance from the strict terms of the City of Buchanan Comprehensive Zoning Ordinance to allow for a mixed-use zoning of the property, which would allow for existing residential use of the rear of the property and a commercial kitchen use to be installed in the retired gas station at the front of the property. The application indicates that said variances are sought on the grounds that literal enforcements of the provisions of the Ordinance would result in hardship to the applicant. At the above time and place, all interested parties will be given an opportunity to be heard before the Board issues its determination regarding the application. Parties seeking visual or audio accommodation may contact Clerk Barbara Pitcher at (269) 695-3844, preferably with as much advance notice as possible, so that suitable arrangements can be made to help make needed accommodations.

Written comments may also be submitted in advance of the meeting to Community Development Director Richard Murphy either by delivery to Buchanan City Hall, or via email to rmurphy@cityofbuchanan.com.

Richard Murphy
Community Development Director

Barbara A. Pitcher
City Clerk

City of Buchanan Planning & Zoning
302 North Redbud Trail,
Buchanan, Michigan 49107
Phone (269) 695-3844 x 19 Fax (269)695-4330

General Information Application
For Land Development

(Complete application must be filed with the Zoning Administrator)

1. Applicant and Owner Information

Applicant(s)

Principle Contact:

Name _____ Jennifer Tabor _____

Address _____ 413 E Front Street _____

City _____ Buchanan _____

State _____ MI _____ Zip _____ 49107 _____

Telephone _____ 773-931-1994 _____

Secondary Contact:

Name _____

Address _____

City _____

State _____ Zip _____

Agent or Attorney:

Name _____ John Colip/Kotz Sangster _____

Address _____ 12 Longmeadow Village, Ste 100 _____

City _____ Niles _____

State _____ MI _____ Zip _____ 49120 _____

Property Owner(s)

Principal Contact:

Name _____ Jennifer Tabor _____

Address _____ 413 E Front Street _____

City _____ Buchanan _____

State _____ MI _____ Zip _____ 49107 _____

Telephone _____ 773-931-1994 _____

Architect (if applicable):

Name _____

Address _____

City _____

State _____ Zip _____

Engineer (if applicable):

Name _____

Address _____

City _____

State _____ Zip _____

Is this property held in a trust? No

Yes Note -- for all trusts--Provide, as an attachment, a statement from the trustee verifying the names of all owners

Name of trust _____

Address _____ City _____ State _____ Zip _____

5. Site and Surrounding Property Information

a. Common address or property location of subject property:

502 Claremont Street

Buchanan, MI 49107

b. Legal Description (Attach additional sheet if necessary):

See Addendum A

c. Permanent Real Estate Tax Identification Number: 11-58- 6210-0025-006

This property has 2 Tax ID numbers. 11-58-6200-0013-00-1

d. Parcel Size: 65,341 square feet

1.5 acres

361 dimension of lot frontage

181 dimension of lot depth

e. What are the current land uses and zoning on the land and adjoining parcels of land surrounding the site?

	Current Zoning	Current Use of Land
On Site	Residential	Storage
Property Abutting – North of Site	Residential	Residential
Property Abutting – South of Site	Residential	Recreation
Property Abutting – East of Site	Residential	Residential
Property Abutting – West of Site	Residential	Residential

f. Describe any existing structures and the physical attributes of the site:

Split-level brick building, built into a hill with 17,865 sq. ft. of livable space, adjoining parking lot, fenced grass area, and mature landscaping. Former home of Stark Elementary school that was an actively used from 1958 to 2012.

Description of the Proposed Development

a. Please describe the proposed use of the land and/or buildings assuming approval of the request:
See Addendum B

b. What is the proposed time frame for the build – out of the proposed development? 1-2 years

c. Please describe the number of buildings, square footage of each building and the total square footage of the development along with the required number of parking spaces for each intended use:

Building Use	Number of Buildings	Building Area (sq. ft.)	Total Building (sq. ft.)	Req. Parking
Single Family	_____	_____	_____	_____
Multi Family	_____	_____	_____	_____
Retail	_____	_____	_____	_____
Office	_____	_____	_____	_____
Industrial	_____	_____	_____	_____
Other	<u>1</u>	_____	<u>17,865</u>	_____

Other please specify type of use See Addendum C for sq. footage by use.

Totals 17,865

d. Please describe the number of water and sewer connections this development will require:

Building Use	Water Connections & Size	Sewer Connection
Single Family	_____	_____
Multi – Family	_____	_____
Retail	_____	_____
Office	_____	_____
Industrial	_____	_____
Other	<u>NA – No additional required</u>	_____

Other please specify type of use _____

Totals 0

e. Will the building within this proposed development house any hazardous materials at occupancy?
 No
 Yes – Please continue by describing the type and quantity of materials:

4. Fire Department Approval of Site and Building Plans: See Richard Murphy

The City requires that the Fire Department must approve all site and building plans. This application and associated documentation must be approved by the Fire Chief or his designee. This approval can be arranged by calling the Fire Chief's office.

Approval Date: _____

Conditions Attached

By: _____

Yes

No

Title: _____

5. Required and Requested Attachments

- a. Add. D Plat of survey with legal description. See Attached
- b. All Existing Site plan of proposed use or project showing traffic patterns, parking locations and count, drainage patterns including detention areas, landscape plans, landscaping plans, exterior lighting locations and illumination pattern, building façade portrait and building size and location dimensions.
- c. Latest EPA Review Attached Floodplain / hazard map (engineers drawing or FEMA map showing location of subject project).
- d. Please include any additional comments or pertinent information below or on separate attachment to this application.

 1. Including the EPA Review fo Electrovoice from June 2020.

 2. Outline of room usage

6. Signature and Declaratory Statement

a. Please describe the reason that this petition should be granted:

_____The building has been vacant and presents an ongoing hardship for the community and future use. Since it will no longer serve the purpose it was designed for, a creative solution is required to maximize it's full potential, benefiting the community, City of Buchanan and Berrien County. The BAM Center is a positive and inclusive environment that will job train, educate, culture and provide much needed childcare and services to residents of every age in Buchanan and Berrien County.

b. **Required Attendance at Public Hearing and / or Plan Commission Meeting(s):** The Plan Commission and the Board of Appeals have established a policy requiring the applicant or a designed representative of the applicant shall be present at any meeting or public hearing at which the matter will be considered. Failure of the applicant or designee of the applicant to appear before the Plan Commission or Board of Appeals is ground to postpone consideration of the application.

a. Declaratory Statement: I _____Jennifer Tabor_____, hereby certify that all information contained in this application and accompanying documentation is true and correct to the best of my knowledge and further, I acknowledge the attendance responsibilities of the applicant as set forth in paragraph b above.

b. Date: _____08/10/2021_____

c. Applicant Signature: _____*Jennifer Tabor*_____

d. Notary Public Certification Statement

I _____*Jack White*_____, Notary Public in and for the State of Michigan hereby state that on the _____*9th*_____ day of _____*August*_____, 200*21*, the above captioned Applicant appeared before me and, under oath, stated that all matters contained in this

Jack White
Notary Public Berrien County Michigan
Acting in Berrien County Michigan
My commission expires September 24, 2024

Application for Land Development are true.

Notary Public

My commission expires _____*09/24/24*_____

The following signature is required, for verification that this is a valid and complete application to be considered by the Plan Commission or Zoning Board of Appeals.

Date
Zoning Administrator

meeting date for initial review: _____

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CITY OF BUCHANAN, MICHIGAN
SITE PLAN CHECKLIST
ITEMS REQUIRED ON SITE PLAN

1. Site Plan Drawn to scale – 1" = 100" or larger (example: 1" = 60", 1" = 50', 1" = 40' etc.)

2. Name of Project Noted.

- **BAM** – Bucktown Arts and Music Center
- **Skill** Sewing School
- Caring Hearts Daycare

3. Owner's and/or Developer's Name and Address Noted

Jen Tabor
 413 E Front Street
 Buchanan, MI 49107

4. Architect and or Engineer's Name and Address Noted

TBD

5. Date 08/20/2021

6. Scales of Drawing Noted on Plan

7. Existing Topography Shown at Intervals Not Less than Two (2) Feet

8. Building Coverage Noted (percentage of total size and total square footage to be shown)

9. Total Number of Parking Spaces Noted and Shown on Drawing

10. Building Dimensions Shown

11. Indicate Height of Buildings

12. Street Names Indicated (Existing and Proposed)

13. Indicate Existing and Proposed Right-of-Ways

14. North Arrow Shown

15. Locate Existing and Proposed Sanitary Sewers, Storm Sewers and Water Mains (Note for purposes of site plan review the proposed utilities need only be shown roughly)

16. Locate any Existing and Proposed Storm Water Detention / Retention Areas

17. Locate Existing Trees and Plantings

18. Note Location of Proposed Plantings

19. Note Location of all Sidewalks

20. Rough Sketches Showing Architectural intent.

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BAM – Bucktown Arts & Music Center
Addendum A

EXHIBIT A

Legal Description of Property

Real property located at 502 Claremont Street, within the City of Buchanan, Berrien County, Michigan and legally described as follows:

Lots 25, 26, 27 and 28 in Parkridge No. 1, according to the plat thereof recorded in the office of the Register of Deeds for Berrien County, Michigan, on September 15, 1955, in Volume 14 of Plats, page 24, being in the City of Buchanan, Berrien County, Michigan.

Also Lot 13, Parkridge, according to the plat thereof recorded September 17, 1953, in Volume 13 of Plats, page 31, being in the City of Buchanan, Berrien County, Michigan.

Parcel No. 11-58-6200-0013-00-1 and 11-58-6210-0025-006 (the "Property")

BAM – Bucktown Arts & Music Center
Addendum B

The school building will be used for the following purposes:

- Art instruction
- Childcare Facility
- Community Center
- Dance instruction
- Instrument repair
- Leatherwork
- Martial Arts
- Music instruction
- Office
- Photography
- Recreation
- Residential
- Retail
- Sewing
- Storage
- Youth & Teen Activities

BAM – Bucktown Arts & Music Center
Addendum C

Usage by Square Feet (Greatest to Smallest)

Classroom

- Studio A	784
- Studio B	784
- Studio C	784
- Art Studio	784
- Sewing Studio	784
- Rehearsal A	840
- Rehearsal B	840
Total	5600

Childcare

- Childcare Room	1440
- Childcare Storage	288.75
- Childcare Coat	157.5
- Childcare Bath	48
- Childcare Office	162.75
- Recreation Area	2139
- Kitchen	450
Total	4688

Community

- 110 Event/Teen	784
- 108 Event/Teen	784
- Recreation Area	2139
- Kitchen	450
Total	4157

Residential

- Residential A	784
- Residential B	784
Total	1568

Office

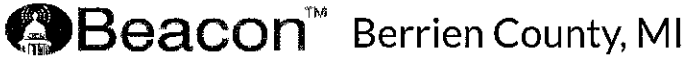
- Admin Office	840
- Office A	132
- Office B	165
- Childcare Office	162.75
Total	1299.75

Storage/Supply

- Storage A	490
- Storage B	490
- Childcare Storage	288.75
Total	1268.75

Retail

- Retail A	420
- Retail B(1)	208
- Retail B(2)	124
Total	752



Summary

Parcel Number 58-6210-0025-00-6
 Property Address CLAREMONT AVE
 BUCHANAN MI 49107
 Brief Tax Description LOTS 25, 26, 27 & 28 PARKRIDGE NO 1
 (Note: Not to be used on legal documents)
 Class 201
 School District 11310
 Map # 036-1
 Acres 0.00
 Liber/Page 0583 0153
 Plate Number F1THRU4Z2

Owners

Owner	Tax Payer
BUCHANAN COMMUNITY SCHOOLS	
NO 1	
400 W CHICAGO	
BUCHANAN, MI 49107	

Valuation

Year	Assessed Value	State Equalized Value	Taxable Value
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0

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Summary

Parcel Number 58-6200-0013-00-1
 Property Address 502 CLARMONT ST
 BUCHANAN MI 49107
 Brief Tax Description LOT 13 PARKRIDGE CITY OF BUCHANAN
 (Note: Not to be used on legal documents)
 Class 201
 School District 11310
 Map # 036-1
 Acres 0.00
 Liber/Page 0583 0153
 Plate Number F13Z2

Owners

Owner Tax Payer
 BUCHANAN COMMUNITY SCHOOLS
 NO 61
 400 W CHICAGO
 BUCHANAN, MI 49107

Valuation

Year	Assessed Value	State Equalized Value	Taxable Value
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0

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Version 2.3.136

No drain
 Commission
 drains @
 Property

SKETCH/AREA TABLE ADDENDUM

Parcel No 58-6210-0025-00-6

Property Address CLAREMONT AVE

City BUCHANAN

County BERRIEN

State MI

Zip 49107

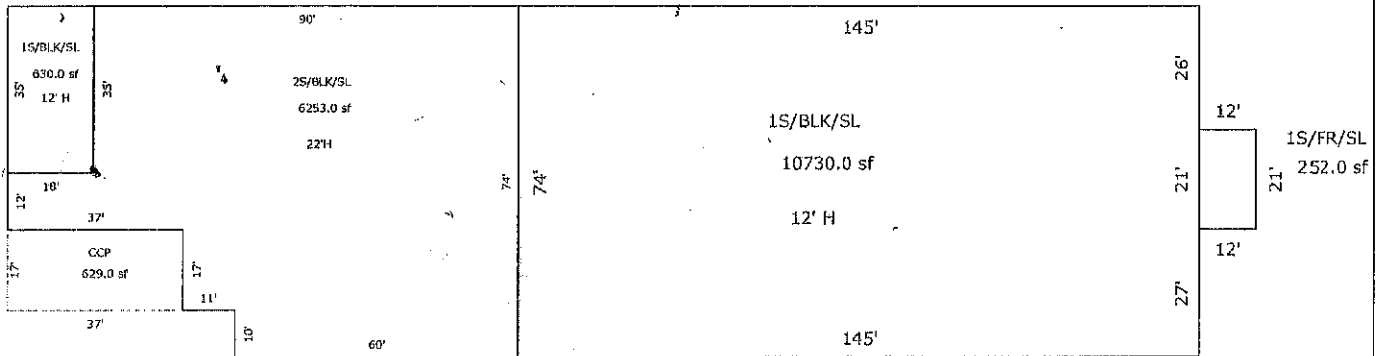
Owner BUCHANAN COMMUNITY SCHOOLS

Client

Appraiser Name

SUBJECT

IMPROVEMENTS SKETCH



Scale: 1" = 30'

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	1S/BLK/SL	1.00	10730.00	438.0	17865.00
	1S/FR/SL	1.00	252.00	66.0	
	2S/BLK/SL	1.00	6253.00	364.0	
	1S/BLK/SL	1.00	630.00	106.0	
P/P	CCP	1.00	629.00	108.0	629.00
Net LIVABLE Area			(rounded w/ factors)	17865	

Comment Table 1

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Comment Table 2

Comment Table 3

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the fenced, vacant, open field.

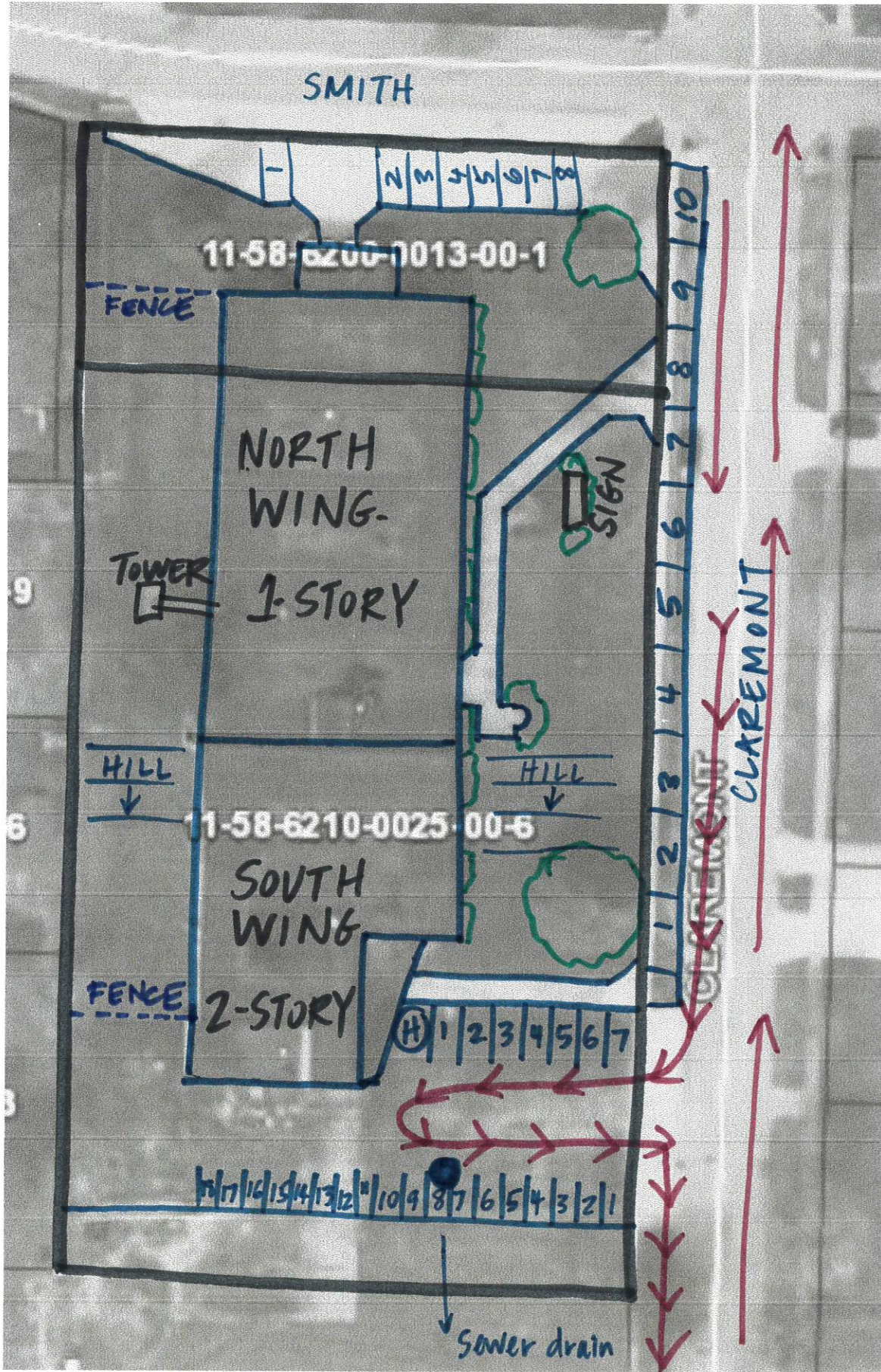
The EV Site is surrounded by residential homes, a few commercial properties, and a park. Smith Park is recreational property located east of the Site, across Liberty Street. North of Smith Park is an elementary school, but it has been closed for several years. All residents are connected to the City water supply. The City wells are located about 4,000 feet west of the EV Site. Groundwater flow is to the north; thus the City wells are not impacted by the EV contaminant plume because they are located hydraulically upgradient from the plume. The Site is currently zoned for industrial use. Future land uses at the Site are expected to stay the same. Future land uses around the off-property groundwater contamination will remain primarily residential, with commercial and industrial uses near McCoy Creek.

McCoy Creek is the nearest surface water body and is located approximately 2,000 feet north of the EV Site. McCoy Creek discharges into the St. Joseph River. Other surface water bodies in the vicinity of the EV Site consist of ponds associated with gravel-pit operations, and several small unnamed lakes and ponds southeast of the Site.

The Site was placed on the National Priority List (NPL) in September 1984.

Appendix B shows the Site Chronology and Existing Site Information.

N



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E

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**POSTED:**

**Leader Publications – Daily Star
Published 08.14.2021**

**NOTICE OF PUBLIC HEARING
CITY OF BUCHANAN
Zoning Board of Appeals**

A Public Hearing has been set for Thursday, August 26, 2021, at 6:00 p.m. at Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan 49107. The purpose of the Public Hearing is for the Zoning Board of Appeals to review an application submitted by prospective property owner Jen Tabor to operate a mixed-use facility at 502 Claremont Street within the City of Buchanan, Michigan. The application seeks variances from the strict terms of the City of Buchanan Comprehensive Zoning Ordinance to allow for a mixed-use zoning of the property, which would allow for commercial, childcare, educational, and residential use, as well as particular allowances related to parking. The application indicates that said variances are sought on the grounds that literal enforcements of the provisions of the Ordinance would result in hardship to the applicant. At the above time and place, all interested parties will be given an opportunity to be heard before the Board issues its determination regarding the application. Parties seeking visual or audio accommodation may contact Clerk Barbara Pitcher at (269) 695-3844, preferably with as much advance notice as possible, so that suitable arrangements can be made to help make needed accommodations.

Written comments may also be submitted in advance of the meeting to Community Development Director Richard Murphy either by delivery to Buchanan City Hall, or via email to rmurphy@cityofbuchanan.com.

Richard Murphy
Community Development Director

Barbara A. Pitcher
City Clerk

PURCHASER'S STATEMENT ALSO PROVIDES THAT THE SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY.

7. **Environmental Matters.** It is the intention and agreement of the Seller and the Purchaser that following the conveyance of the Property to the Purchaser, the Seller shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, occurring subsequent to such conveyance, to hazardous substances or other conditions in or about the Property, and as stated above, the Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and the Purchaser agree, if a conveyance of the Property occurs, as follows:

(a) The Purchaser shall, at its sole expense, be responsible for and pay the cost of and indemnify the Seller, including payment of the Seller's actual attorneys' fees, any and all environmental assessments and remedial actions, if any, required after conveyance pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended), Act 451 of the Michigan Public Acts of 1994, as amended, or any and all other applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.

(b) The Purchaser further agrees that it shall, at its sole expense, defend against any claims asserted by third parties and indemnify the Seller, including payment of the Seller's actual attorneys' fees from any exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to the Purchaser.

(c) The provisions of this Paragraph 7 shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(d) This Paragraph 7 shall inure to the benefit and be binding upon the Purchaser, its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchaser.

(e) The provisions of subparagraphs (a) through (d) above shall survive the closing. At the Seller's option, at the closing, the provisions of subparagraphs (a) through (d) shall be placed in recordable form, signed and acknowledged by the Purchaser and the Seller and then recorded by the Seller, at its sole expense, with the Register of Deeds of Berrien County, Michigan. A copy of the Transfer of Liability and Indemnification Agreement is attached as Exhibit C.

8. **Attorney's Opinion.** The Purchaser acknowledges that the Seller has recommended that the Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before the closing.

9. **Special Assessments.** Special assessments which are or become a lien on the Property before the date of closing shall be paid by the Seller. Special assessments which become a lien on the Property on or after the closing date shall be paid by the Purchaser.

10. **Warranty Deed and Land Divisions.** At the closing the Seller shall deliver to the Purchaser a warranty deed, a copy of which warranty deed is attached hereto and made a part hereof as Exhibit D. The Warranty Deed shall transfer all permitted land divisions under the Land Division Act, PA 288 of 1967, as amended.

11. **Evidence of Title.** The Purchaser shall, as soon as practical and in any event within thirty (30) days from the effective date of this Agreement, obtain a commitment for an owner's policy of title insurance in an amount to be determined by the Purchaser. The title company is the Miles, MF office of Meridian Title (the "Title Company"). Within five (5) days of receipt of the commitment for title insurance, the Purchaser shall notify the Seller of any restrictions, reservations, limitations, easements, liens and other conditions of record (together the "Title Defects"), disclosed in such commitment all Title Defects which would interfere with Purchaser's proposed use of the Property and are therefore objectionable to the Purchaser. Should the Purchaser notify the Seller of any such Title Defects, the Seller shall have until the closing date to cure or remove the same. If such Title Defects are not cured by the closing date, the Purchaser may, at the Purchaser's option, terminate this Agreement, or alternatively, set a date with the Seller to extend the closing date to a mutually agreed upon closing date so as to provide the Seller with an additional opportunity to cure said Title Defects. In the event such Title Defects are not cured by the closing date, or any extension thereof, and the Purchaser elects not to waive its title objections, the Agreement shall be terminated, the Deposit shall be returned to the Purchaser and, except for the obligations of the Purchaser under Paragraph 13, below, neither Party shall have any further obligations with regards to this Agreement.

12. **Survey.** During the Inspection Period, defined below, the Purchaser may obtain, at its sole expense, a survey of the Property (the "Survey"). The Survey, if obtained, shall be certified to the Seller, the Purchaser, and the Title Company. If the Purchaser objects in writing as to the condition of the Survey during the Inspection Period, the Seller shall have ten (10) days after receipt of notification of such objections, or such greater period of time as may be mutually agreed in writing between the Seller and the Purchaser (the "Cure Period") within which the Seller may (but shall not be required to) cure or remove each such objection or obtain title insurance against such objection in a manner acceptable to the Purchaser. If the Seller fails to either cure or remove an objection or obtain such title insurance with respect to the Property to the sole satisfaction of the Purchaser prior to the expiration of the Cure Period, the Purchaser may terminate this Agreement, the Deposit shall be returned to the Purchaser, and the Parties shall have no further rights or obligations under this Agreement, or the Purchaser may waive such objection and accept the condition of such title to the Property as set forth in the Survey without any reduction in the purchase price. The failure of the Purchaser to send written notice of the exercise of the election available to the Purchaser to terminate this Agreement shall be

deemed an election by the Purchaser to waive the Purchaser's objections with respect to the Survey of the Property.

13. **Inspections; Tests and Zoning Approvals.** The Purchaser and its agents, representatives and/or independent contractors shall have the right and license to enter upon the Property, upon reasonable advance notice to the Seller, for the purposes of making any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetlands and flood plain evaluations, water and perk tests, mechanical and electrical system inspections and the like, and zoning and rezoning approvals, all of which inspections and approvals shall be completed within ten (10) days from the effective date of this Agreement (the "Inspection Period"). The Purchaser shall then have thirty (30) days thereafter to determine whether it is satisfied with the condition of the Property and obtain all necessary zoning approvals. In the event that the Purchaser is not satisfied with the condition of the Property and has not obtained all necessary zoning approvals and so notifies the Seller as set forth herein, the Agreement shall terminate, the Deposit shall be returned to the Purchaser, and except as provided below, neither Party shall have any further liability or responsibility thereunder, or alternatively, set a date with the Seller to extend the closing date to a mutually agreed upon closing date so as to provide the Purchaser with an additional opportunity to obtain all necessary zoning approvals. At the request of the Purchaser, the Seller shall execute any documents necessary for the Purchaser to obtain a site plan. The Purchaser shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed or altered by virtue of the Purchaser's investigations, the Purchaser shall promptly, at its sole expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration and shall indemnify and hold the Seller harmless from any loss, cost, or damage to the Property, including without limitation the Seller's actual attorneys' fees, caused by the Purchaser's investigations.

14. **Time of Essence.** Time is of the essence with respect to all dates and times set forth in this Agreement.

15. **Closing Costs.** At closing, the Seller shall pay the costs of preparing the Warranty Deed, transfer tax (if any), and any attorneys' fees incurred by the Seller. At closing, the Purchaser shall pay the costs of recording the Warranty Deed, attorneys' fees incurred on behalf of the Purchaser, and the costs of any inspections or surveys initiated by the Purchaser. The Purchaser will also pay for the title insurance and all other closing costs that are incurred by the Title Company to close this transaction.

16. **Like Kind Exchange.** The Seller shall cooperate with the Purchaser and execute such documents at closing as are reasonably requested by the Purchaser, which are necessary to consummate a like kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, so long as the Seller does not suffer any expense or liability as a result thereof and as long as the Seller is not required to take title to any other land.

17. **Default.** In the event the Seller fails or refuses to comply with the terms of this Agreement, for any reason other than the Purchaser's default hereunder, the Purchaser may, in its sole discretion, elect to terminate this Agreement and receive an immediate refund of the Deposit and/or proceed with its legal and equitable remedies. In the event the Purchaser fails or refuses to comply with the terms of this Agreement, for any reason other than the Seller's default

hereunder, the Parties hereto agree that the Seller may terminate this Agreement and retain the Deposit and/or proceed with its legal or equitable remedies.

18. **Drafting.** Each Party acknowledges that all Parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

19. **Notices.** All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by regular mail addressed to the Parties at their addresses specified above. Mailed notices shall be effective upon mailing.

20. **Whole Agreement.** This Agreement and its Exhibits constitute the entire agreement between the Parties and shall be deemed to supersede and cancel any other agreement between the Parties relating to the transactions herein contemplated. Each Party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either Party.

21. **Amendments.** This Agreement may be amended or modified only by a document in writing executed by the Parties.

22. **Successors and Assigns.** This Agreement shall bind and benefit the Parties hereto and their respective successors and assigns.

23. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. The venue for any disputes related to this Agreement shall be the Berrien County Circuit Court.

24. **Effective Date.** This Agreement shall become effective as of the date upon which the last of the Parties listed below shall have signed this Agreement.

25. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

[Signature page follows]

WITNESSES:

SELLER:

**BUCHANAN COMMUNITY SCHOOLS,
a Michigan general powers school district**

By: _____
Patricia Robinson
Its: Superintendent

Dated: _____, 2021

WITNESSES:

PURCHASER:

**CLAREMONT STARK, LLC,
a Michigan limited liability company**

By: Jennifer Tabor
Jennifer Tabor
Its: Owner

Dated: 7/30, 2021