

City of Plainwell



“The Island City”

Rick Brooks, Mayor
Lori Steele, Mayor Pro-Tem
Brad Keeler, Council Member
Roger Keeney, Council Member
Todd Overhuel, Council Member

Department of Administration Services
211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282
Web Page Address: www.plainwell.org

Agenda Planning Commission May 17, 2015 7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes: 03/15/17 Planning Meeting
5. Chairman’s Report
6. New Business:
 - A. Land Division Review at 934 E. Bridge St.
7. Old Business:
8. Public Comment
9. Reports and Communications:
 - A. 3/13, 3/27, 4/10, 4/24 Council minutes
10. Staff Comments
 - A. City Update –
11. Commissioners Comments
12. Adjournment

The City of Plainwell is an equal opportunity provider and employer

**City of Plainwell
Land Division Review**



For City Use

File # LD- _____
Fee Paid _____
Date Filed _____
Waiver signed Yes ___ No ___

Parent Parcel/ Tract: _____

Address: _____

934 E Bridge Plainwell MI

Location of Property: _____

Plainwell, MI. 49080

Owner of Record: _____

Teresa M. Hadapp - 269-685-5024

Telephone: _____

Res _____ Business 269-680-6005

Applicant: _____

Brandon Bruischart / Dirty Boyz Motorcycles LLC

Mrs. Hadapps - 269-

You Must Provide:

1. ✓ Survey drawing showing all structures.
2. ✓ Legal description of each new parcel.
3. ✓ Dimensions.
4. Proof of Ownership.

AGREEMENT TO PURCHASE COMMERCIAL REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at 934 E. Bridge St. in the city of Plainwell , County of Allegan , State of Michigan , the legal description of which is: 934 E. Bridge St, Plainwell Michigan 49080. Property number 0355-029-062-00 upon the following terms and conditions:

1. Purchase Price and Conditions of Payment

The purchase price shall be Thirty Five Thousand Dollars (\$35,000) to be paid in accordance with subparagraphs below:

A: The purchase price shall be paid in its entirety in cash at the time of closing the sale.

B: Cash Subject to New Loan.

The purchase price shall be paid in cash at the time of closing the sale subject, however, to Purchaser's ability to obtain a business loan within 30 days after the acceptance of this offer by Seller in the amount of \$35,000. If such financing cannot be obtained within the time specified above then Purchaser may terminate this agreement and any earnest money deposited by Purchaser will be promptly refunded.

C: Payment Subject to Parcel Separation

The purchase price shall be paid in cash at the time of closing the sale, subject, however, to a parcel separation of the properties commonly known as, 934 East Bridge street and 936 East Bridge street in the city of Plainwell MI 49080.

D: Cash Payment to Lien Holders

The purchase price shall be paid in cash at time of closing the sale, to current land contract and lien holder, Teresa M Hodapp (a woman) in the amount of (\$33,202) with the remaining purchase balance to be paid to Ginger J Leonard (a woman) for balances owed by Tony J Leonard (a man).

2. Earnest Money Deposit

As earnest money Purchaser deposits \$1,312.30 with Teresa M Hodapp which shall be applied to the purchase price and escrow balance at the time of closing the sale. In the event that this offer is not accepted by Seller this earnest money deposit shall be promptly refunded to Purchaser by the Seller. In the event that this offer is accepted by Seller and Purchaser shall fail to perform the terms of this agreement the earnest money deposit shall be forfeited as and for liquidated damages suffered by Seller.

3. Title to the Property

Seller shall provide purchaser at the closing of sale, the title or deed to property commonly known as 934 E. Bridge Street, Plainwell MI 49080

4. Possession of the Property

Purchaser shall be given possession of the property on April 10th 2017.

5. Risk of Loss

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be void able at Purchaser's option and in the event Purchaser elects to avoid this agreement the earnest money deposited shall be promptly refunded.

6. Improvements and Fixtures Included

This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, Venetian blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, trees, shrubs, flowers, fences and Parking Structures.

7. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan.

8. Special Conditions

Seller hereby agrees to "split" evenly any remaining escrow currently held by Teresa M Hodapp at the time of closing the sale. Seller to remove his home heating device from the pipeline that is commonly billed from Michigan Gas Company as meter 936X. Seller to remove wiring that controls his pole buidling power from the electrical panel located in the south west corner of the address commonly known as 934 E. Bridge st Plainwell MI 49080. Seller to remove the attached greenhouse from 934 E. Bridge st a minimum of 15 feet from building. Seller to aide in the removal of damaged roof located at the rear of building.

9. Time for Acceptance and Closing

This offer is void if not accepted by Seller in writing on or before 12 A.M of the 12th day of April, 2017.

Closing of the sale shall take place 10 days after Purchaser's receipt of loan and parcel division.

This offer is made at 934 E Bridge st 49080 State of Michigan,
this 11 day of April, 2017.

Dirty Boyz Motorcycles

[Signature] (PURCHASER)
[Signature] (PURCHASER)

Acceptance by Seller

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above.

Dated this 11th day of April, 2017.

[Signature] (SELLER)
[Signature] (SELLER)

Megan M. Bouwman
MEGAN M. BOUWMAN
NOTARY PUBLIC - MICHIGAN
ALLEGAN COUNTY
MY COMMISSION EXPIRES JUNE 26, 2021
ACTING IN ALLEGAN COUNTY

Allegan

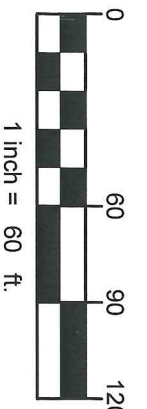
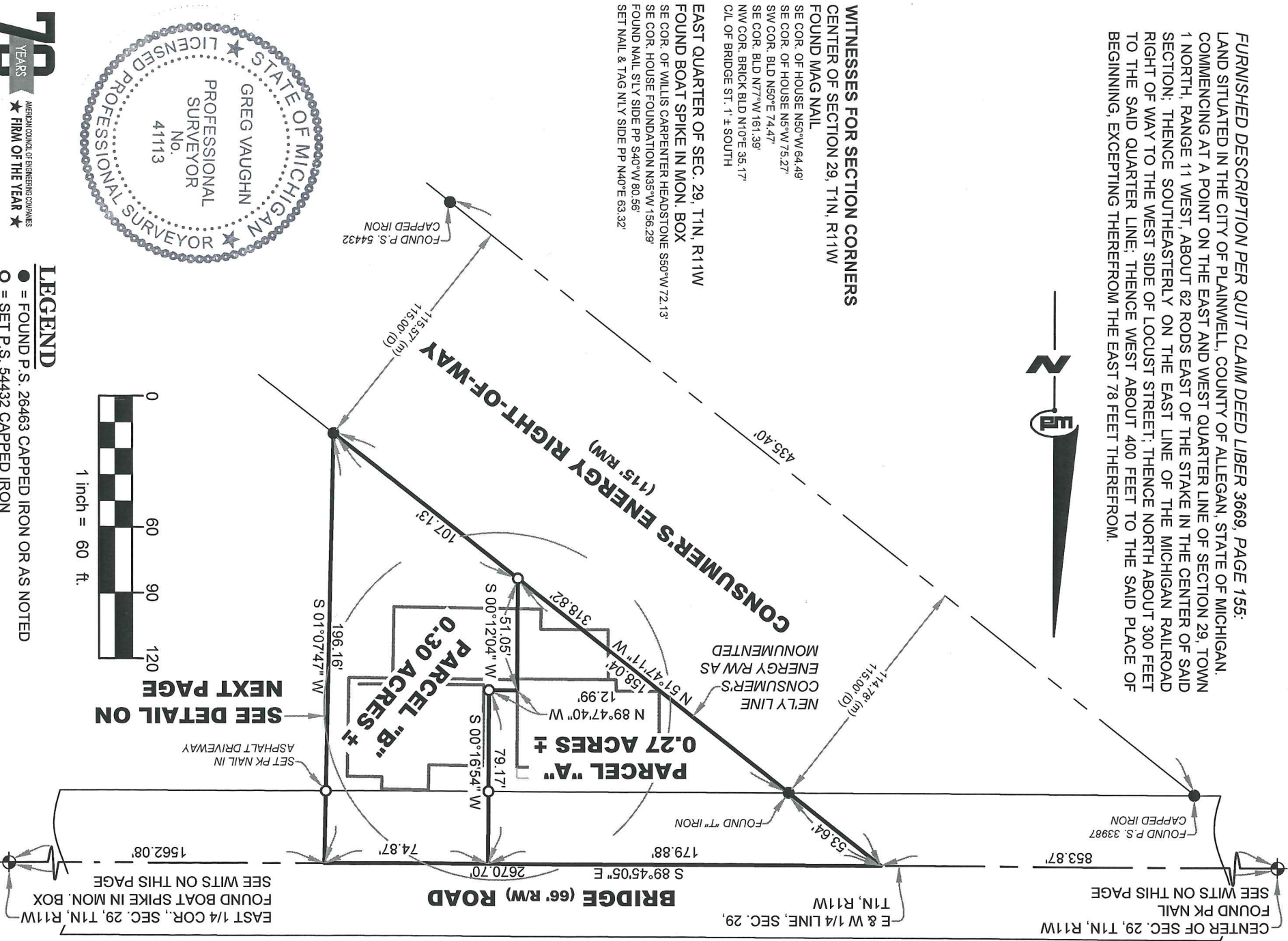
SURVEY IN THE SOUTHEAST 1/4, SECTION 29, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN

FURNISHED DESCRIPTION PER QUIT CLAIM DEED LIBER 3669, PAGE 155: LAND SITUATED IN THE CITY OF PLAINWELL, COUNTY OF ALLEGAN, STATE OF MICHIGAN, COMMENCING AT A POINT ON THE EAST AND WEST QUARTER LINE OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST, ABOUT 62 RODS EAST OF THE STAKE IN THE CENTER OF SAID SECTION: THENCE SOUTHEASTERLY ON THE EAST LINE OF THE MICHIGAN RAILROAD RIGHT OF WAY TO THE WEST SIDE OF LOCUST STREET; THENCE NORTH ABOUT 300 FEET TO THE SAID QUARTER LINE; THENCE WEST ABOUT 400 FEET TO THE SAID PLACE OF BEGINNING, EXCEPTING THEREFROM THE EAST 78 FEET THEREFROM.



WITNESSES FOR SECTION CORNERS

- FOUND MAG NAIL
- SE COR. OF HOUSE N50°W 64.49'
- SE COR. OF HOUSE N5°W 75.27'
- SW COR. BLD N50°E 74.47'
- SE COR. BLD N7°W 161.39'
- NW COR. BRICK BLD N10°E 35.17'
- C/L OF BRIDGE ST. 1 ± SOUTH
- EAST QUARTER OF SEC. 29, T1N, R11W
- FOUND BOAT SPIKE IN MON. BOX
- SE COR. OF WILLIS CARPENTER HEADSTONE S50°W 72.13'
- SE COR. HOUSE FOUNDATION N35°W 156.29'
- FOUND NAIL SLY SIDE PP S40°W 80.56'
- SET NAIL & TAG NLY SIDE PP N40°E 63.32'



LEGEND
● = FOUND P.S. 26463 CAPPED IRON OR AS NOTED
○ = SET P.S. 54432 CAPPED IRON



WIGHTMAN & ASSOCIATES, INC.
 ENGINEERING • SURVEYING • ARCHITECTURE

264 Western Avenue
 Allegan, MI 49010
 Phone: (269) 673-3465

2303 Pipestone Road
 Berlin Harbor, MI 49022
 Phone: (269) 927-0100

9835 Portage Road
 Portage, MI 49002
 Phone: (269) 327-3532

CLIENT: DIRTY BOYZ MOTORCYCLES, LLC
 JOB No: 172071
 DATE: APRIL 19, 2017
 SCALE: 1" = 60'
 DRAWN BY: JDM
 CHECKED BY: *Greg Vaughn*

P.S. 41113

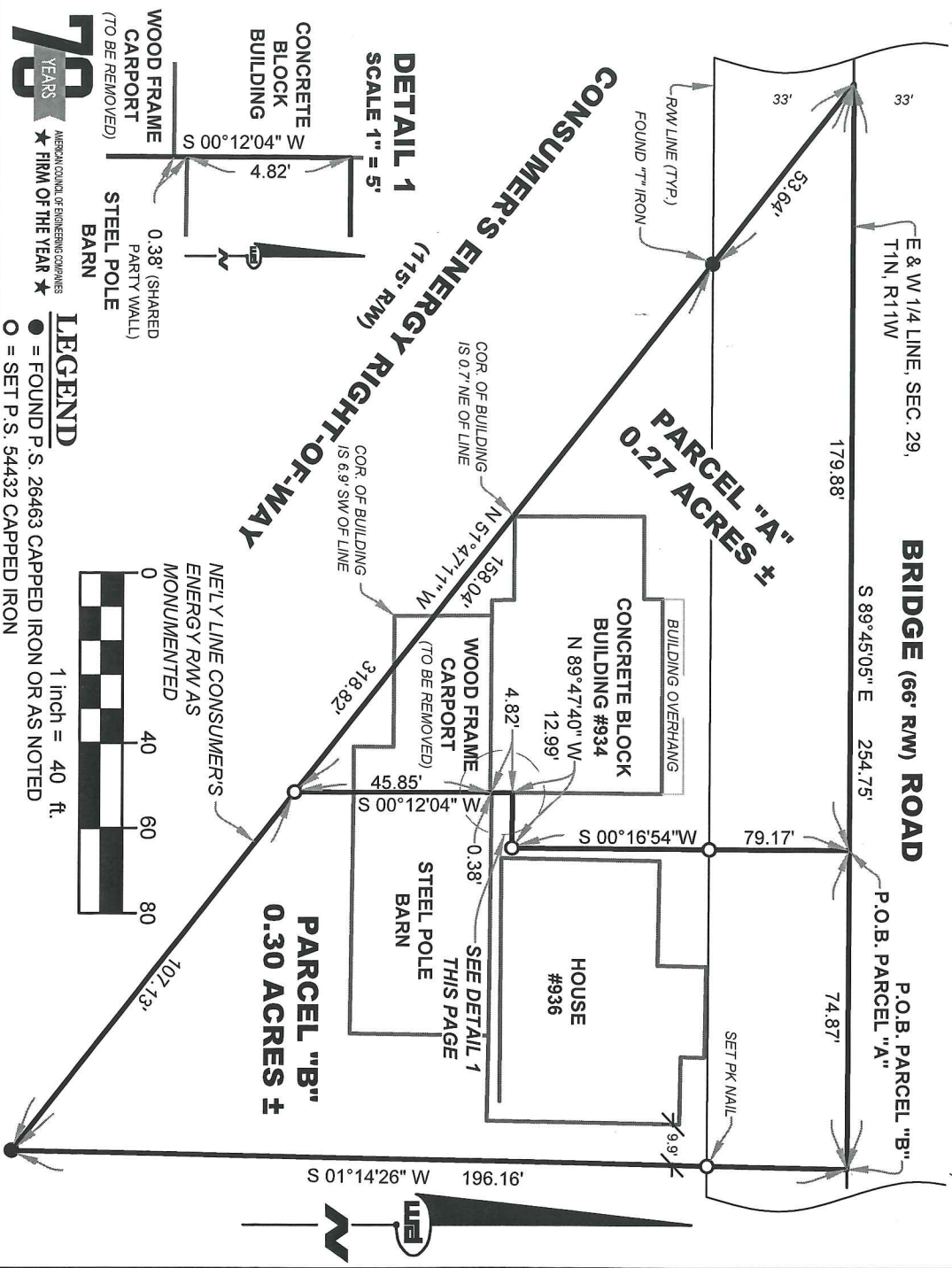
PARCEL "A" DESCRIPTION:
 THAT PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89° 45' 05" WEST ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 1636.95 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 00° 16' 54" WEST 79.17 FEET; THENCE NORTH 89° 47' 40" WEST 12.99 FEET TO THE EAST WALL OF AN EXISTING CONCRETE BLOCK BUILDING; THENCE SOUTH 00° 12' 04" WEST ALONG SAID EAST WALL OF AN EXISTING CONCRETE BLOCK BUILDING 4.82 FEET TO THE NORTH FACE OF A STEEL POLE BARN; THENCE CONTINUING SOUTH 00° 12' 04" WEST 0.38 FEET ALONG THE EAST WALL OF SAID CONCRETE WALL (BEING A PARTY WALL WITH ADJOINING STEEL POLE BARN TO EAST); THENCE CONTINUING SOUTH 00° 12' 04" WEST ALONG THE WEST WALL OF AN EXISTING STEEL POLE BARN AND ITS SOUTHERLY EXTENSION 45.85 FEET TO THE NORTHEASTERLY LINE OF THE CONSUMER'S ENERGY RIGHT-OF-WAY (AS MONUMENTED); THENCE NORTH 51° 47' 11" WEST ON SAID NORTHEASTERLY LINE 211.68 FEET TO SAID EAST AND WEST QUARTER LINE; THENCE SOUTH 89° 45' 05" EAST ON SAID EAST AND WEST QUARTER LINE 179.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.27 ACRES, MORE OR LESS.

PARCEL "B" DESCRIPTION:
 THAT PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWN 1 NORTH, RANGE 11 WEST, CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89° 45' 05" WEST ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 1662.08 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 89° 45' 05" WEST ON SAID EAST AND WEST QUARTER LINE 74.87 FEET; THENCE SOUTH 00° 16' 54" WEST 79.17 FEET; THENCE NORTH 89° 47' 40" WEST 12.99 FEET TO THE EAST WALL OF AN EXISTING CONCRETE BLOCK BUILDING; THENCE SOUTH 00° 12' 04" WEST ALONG SAID EAST WALL OF AN EXISTING CONCRETE BLOCK BUILDING 4.82 FEET TO THE NORTH FACE OF A STEEL POLE BARN; THENCE CONTINUING SOUTH 00° 12' 04" WEST 0.38 FEET ALONG THE EAST WALL OF SAID CONCRETE WALL (BEING A PARTY WALL WITH ADJOINING STEEL POLE BARN TO EAST); THENCE CONTINUING SOUTH 00° 12' 04" WEST ALONG THE WEST WALL OF AN EXISTING STEEL POLE BARN AND ITS SOUTHERLY EXTENSION 45.85 FEET TO THE NORTHEASTERLY LINE OF THE CONSUMER'S ENERGY RIGHT-OF-WAY (AS MONUMENTED); THENCE SOUTH 51° 47' 11" EAST ON SAID NORTHEASTERLY LINE 107.13 FEET; THENCE NORTH 01° 14' 26" EAST 196.16 FEET TO THE POINT OF BEGINNING. CONTAINING 0.27 ACRES, MORE OR LESS.

BOTH PARCELS SUBJECT TO:
 SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.
 SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED, OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES.
 SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

THIS SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000.

THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, P.A. 132 OF 1970, AS AMENDED (EXCEPT FOR MONUMENT TYPE AND ALSO NOT ALL CORNERS WERE MONUMENTED DUE TO EXISTENCE OF PARTY WALLS).



WIGHTMAN & ASSOCIATES, INC. JOB No: 172071
 CLIENT: DIRTY BOYZ MOTORCYCLES, LLC

ENGINEERING ♦ SURVEYING ♦ ARCHITECTURE
 DATE: APRIL 19, 2017

264 Western Avenue Allegan, MI 49010
 2303 Pipestone Road Benton Harbor, MI 49022
 Phone: (269) 673-8465 Phone: (269) 927-0100

9835 Portage Road Portage, MI 49002
 Phone: (269) 327-3532

SCALE: VARIES
 DRAWN BY: JDM
 CHECKED BY: *Greg Vaughn* 4/28/2017
 P.S. 41113