ISABELLA COUNTY
ZONING BOARD OF APPEALS
Application for Variance

APPLICANT INFORMATION:

Name Dylan Banagis Owner/Agent/Other (Circle One)

Address 917 S DOE TRAIL MT. PLEASANT, MI 48858

Phone 616-644-2994 Email Address Dylan@lifeunplugged.com

PROPERTY OWNER INFORMATION: (if different from applicant)

Name Bhekumsa Msibi

Address

Phone 989-400-1125 Email Address drbmsibi@gmail.com

PROPERTY INFORMATION:

Address/Location 3195 S ROLLAND RD. REMUS, MI 49340

Tax I.D. Number 01-022-10-002-01 and 01-022-10-002-03

Zoning District AG-2 Township Broomfield Section 22

Directions to property Travel west on W M20 until you hit Rolland Rd. Turn south on Rolland and it is the first house on the left

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ATTACHMENTS: Please submit the following items with the application.

A Site Plan showing the following: Dimensions of property, location of roads, easements and driveways. The location and dimension of any existing buildings and/or structures; any unique natural features such as lakes, rivers, streams, wetlands, steep slopes. The location and dimensions of proposed building(s) and/or structures.

A copy of the deed and accurate legal description of property.

The applicant must demonstrate evidence of a practical difficulty and demonstrate that **ALL** conditions in Section 14.04 (C) (1-5) are met (see reverse).

Nature of request: Variance from Section 12.05 LL(3) setback requirements to allow the existing pole barn, built by a prior owner, to be used as a Rural Production and Processing Facility in conjunction with Special Land Use approval. The barn sits approximately 50 ft from the east property line and must meet the 250 ft setback that applies where adjacent to a residential use. Requesting to reduce setback to 50 ft.

Signature of Applicant 10/20/26 Date

Optional: I hereby grant permission for members of the Isabella County Zoning Board of Appeals and Zoning Administrator to enter the above-described property for the purposes of gathering information related to this application.

Signature of Applicant Date

OFFICE USE ONLY

File # PVAR
Received by AG
Fee $350.00
Check Number 801
Date Received 10-23-26
Receipt Number 18825

Attachment: Practical difficulty and Section 14.04 (C) 1–5

Proposed use. The applicant intends to live in the existing home at 3195 S Rolland Rd as a primary residence and use the existing approximately 50'x100'pole barn as a Rural Production and Processing Facility (Sections 2.18 and 12.05 LL). The work involves heat pressing designs onto apparel, packaging orders, and preparing them for shipment. All production and storage will be inside the barn. UPS and USPS pick up about twice a day. There is no retail storefront.

1. Exceptional circumstances. The barn is an existing structure that a prior owner built before this use was proposed. Its location was set without the Rural Production setbacks in mind. That condition belongs to this specific parcel and building. It is not a condition that applies generally to AG-2 properties.

2. Substantial property right. Other AG-2 properties may use existing accessory buildings for permitted special land uses. Without relief, this barn can't be used for a use the district allows, solely because of where a previous owner placed it.

3. No detriment to neighbors. The property is a combined parcel of about 48 acres. Although the barn is about 50 ft from the east property line, the nearest neighboring home is roughly 1,000 ft away, with an open field and a tree line in between (See attached picture for the view from the barn). All activity happens inside an enclosed building, and there is no outdoor storage, no retail traffic, and limited delivery trips. Noise is minimal, since heat pressing and packaging are quiet indoor work. Using the existing barn also keeps the environmental impact as low as possible. Meeting the current setback would mean a new building elsewhere on the parcel, which would bring new site clearing, grading, foundation work, a new driveway, and added impervious surface. Reusing the existing structure avoids all of this and leaves the rest of the 48 acres undisturbed.

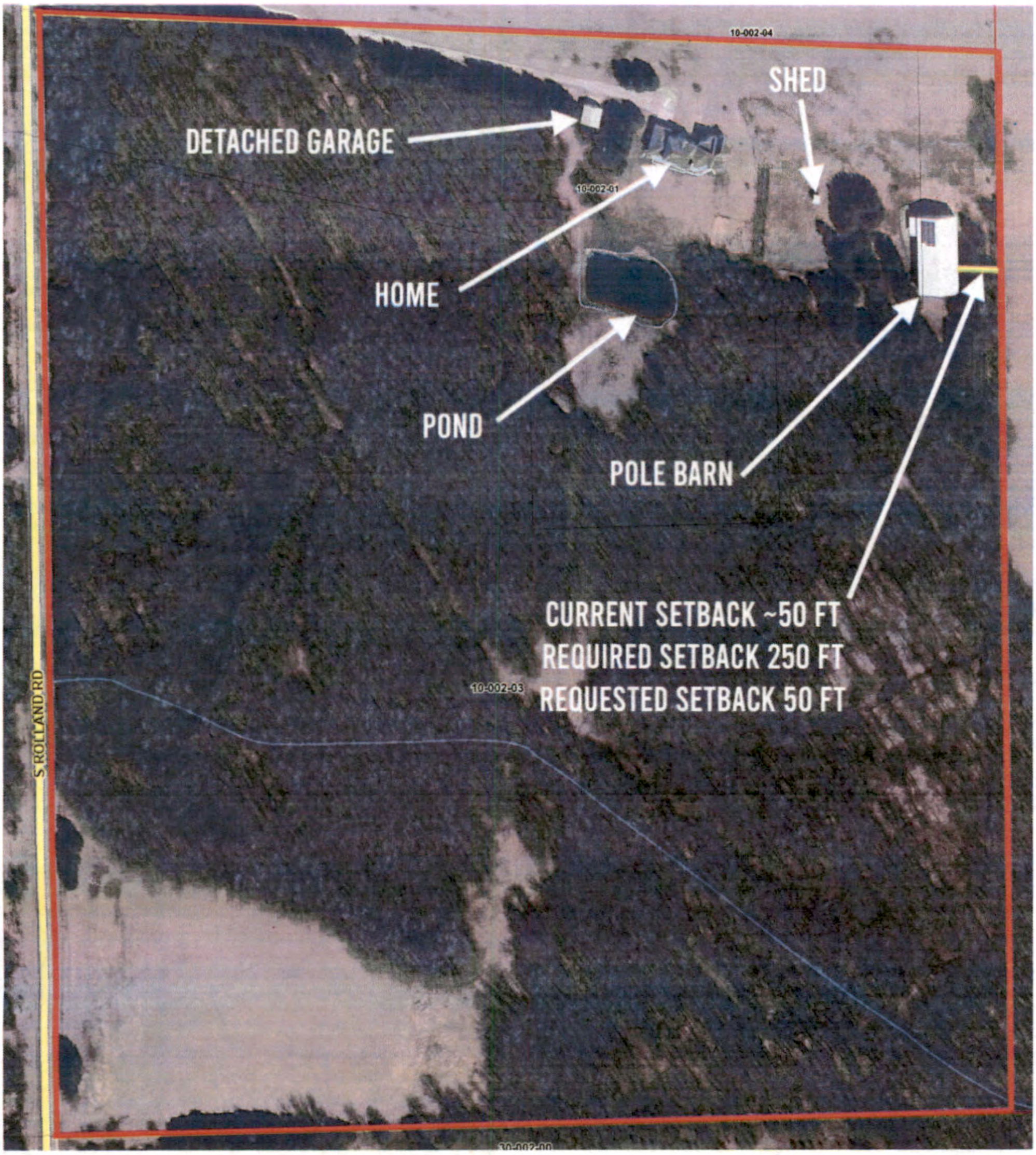
4. Intent of the ordinance. The purpose of the Section 12.05 LL setbacks is to protect neighboring residents from disturbance by production activity, such as noise, traffic, and visual impact. This request fully preserves that purpose. With the nearest home about four times the 250 ft setback distance away and the quiet, enclosed operation described in condition 3, the neighbor will not see, hear, or be affected by the operation any more than if the barn met the setback. The applicant will meet all other conditions of Section 12.05 LL.

5. Not created by the applicant. The barn's location was set by a prior owner, long before this use was proposed. The applicant has not built, moved, or expanded any structure, and no expansion is proposed. The practical difficulty comes from the placement of an existing building, not from any action by the applicant. Reusing the barn rather than building new also limits the environmental impact on the property and disturbance to neighboring properties, as described in condition 3.

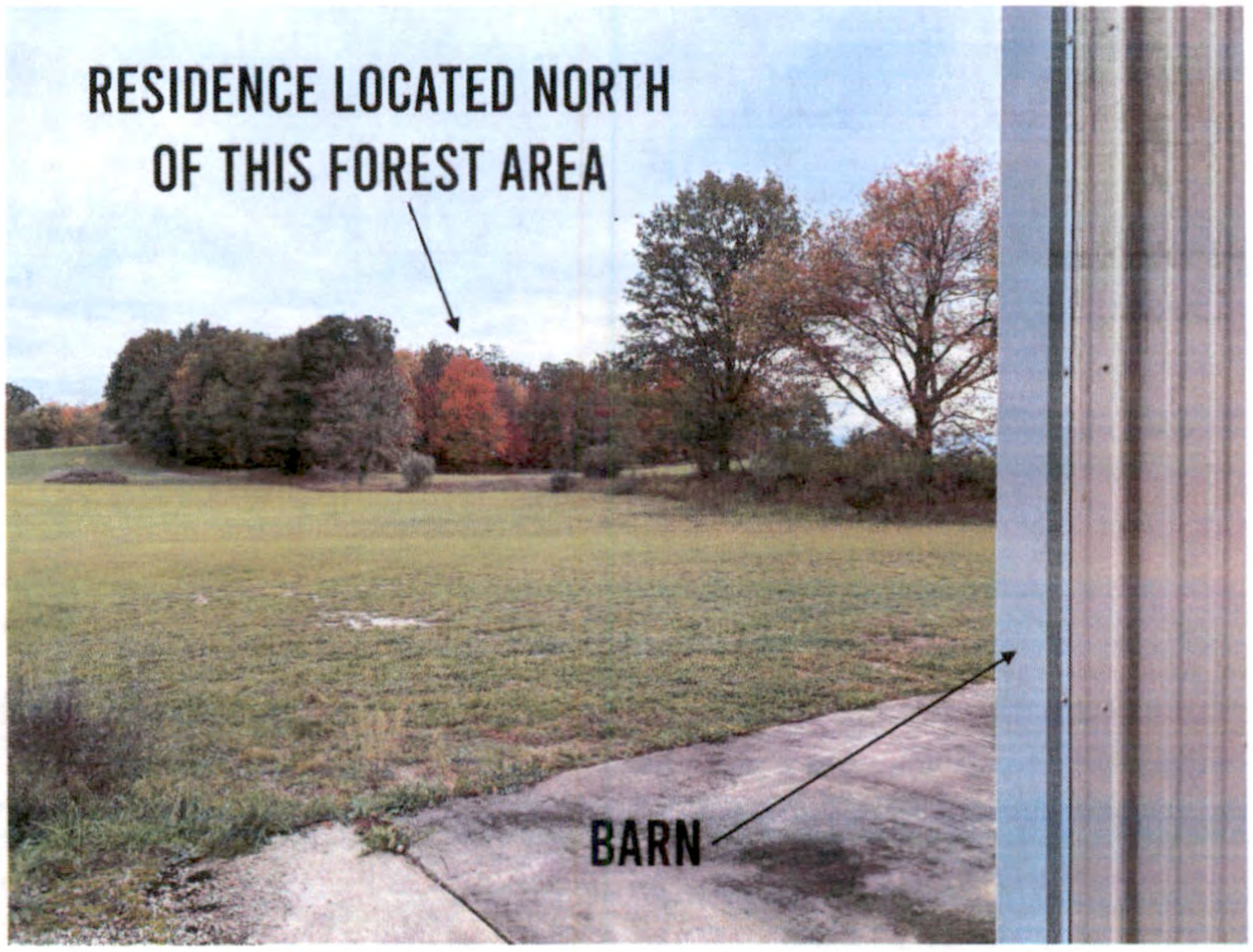
Respectfully submitted,
Dylan Banagis

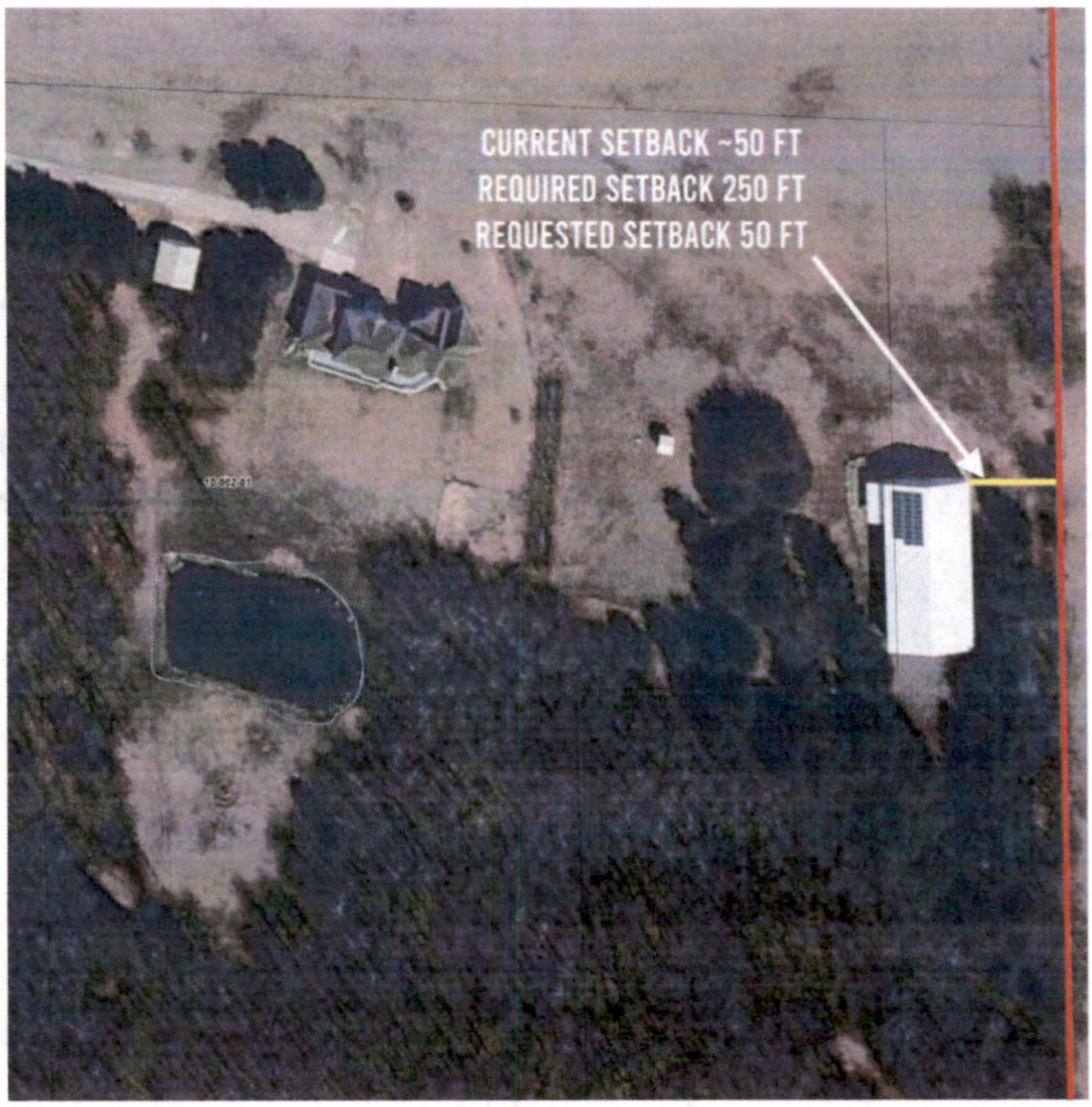
SITE PLAN

3195 S ROLLAND RD




W REMUS RD
20
APPROXIMATELY 1,000 FT
BETWEEN NEIGHBORING
RESIDENCE AND POLE BARN
10-002-04
~1000+ FT
CLOSEST
NEIGHBORING
RESIDENCE
1305 FT
10-002-01
10-001-00
TREES BLOCKING
VIEW OF BARN
1666 FT
1562 FT
10-002-03
CURRENT SETBACK ~50 FT
REQUIRED SETBACK 250 FT
REQUESTED SETBACK 50 FT
1302 FT


RESIDENCE LOCATED NORTH
OF THIS FOREST AREA
BARN


CURRENT SETBACK ~50 FT
REQUIRED SETBACK 250 FT
REQUESTED SETBACK 50 FT

Authentisign ID: [redacted]

Agreement # **3195 S. Rolland**

Buy/Sell Agreement

THIS IS A LEGALLY BINDING CONTRACT. READ ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

Seller acknowledges that agency relationship has been disclosed.

EQUAL HOUSING OPPORTUNITY

Offer Date: **October 19**, 20 **26**

Buyer Broker Office: **Keller Williams NM Signature Group** Phone: **(989)621-2826** ("Buyer Broker")

Buyer's REALTOR®: **Krystal Campbell** Phone: **989-621-2826**

Agency Relationship *(Check only one)* ☒ Buyer Only ☐ Seller Only ☐ Seller & Buyer (Disclosed Dual Agent) ☐ Neither Seller nor Buyer (Transaction Coordinator)

Buyer's REALTOR®'s Email: **kmc.central@gmail.com**

Listing Office: **Keller Williams NM Signature Group** Phone: **(989)317-4444** ("Listing Broker")

Listing REALTOR®: **Linda Clouse** **(989)621-9674**

Listing REALTOR®'s Email: **lclouse@kw.com**

Buyers Name: **Dylan Banagis**

PROPERTY DESCRIPTION: Buyer agrees to buy from Seller the following property (the "Property") commonly known as:

3195 S. Rolland Road (Street Address), **Remus** (City), Michigan **49340** (Zip Code),

The Property is located in the: ☐ Village ☒ Township ☐ City of **Broomfield** County of **Isabella**

Legal Description:

parcel #'s 01-022-10-002-03 and 01-022-10-002-01 see attached property information-48.24 acres M/L

and/or Tax ID# **01-022-10-002-01 &-03**

1. **THE PROPERTY INCLUDES ANY OF THE FOLLOWING PRESENTLY ON THE PREMISES:** All buildings, sheds attached, or unattached; all gas, oil, and mineral rights owned by Seller; all fixtures and improvements unless rented; TV antenna and controls; satellite dish and controls; TV mounts/brackets (excluding TVs); garage door opener and transmitters; sprinkler systems; attached floor coverings; hard-wired light fixtures and shades; drapery/curtain hardware; window shades/blinds; screens, storm windows, and storm doors; stationary laundry tubs; water softener; water purification system; water heater; sump pumps; heating and air conditioning equipment (portable units excluded); water pump and pressure tank; propane tank and fuel tanks, if owned; built-in kitchen appliances; awnings; mailbox; all plantings; fences; attached fireplace screens, doors, and equipment; attached supplemental heating units; all attached mirrors and bathroom mirrors; smoke, carbon monoxide, heat, and fire detectors; hard-wired security systems; any items attached by permanent wiring or plumbing; permanently attached generators; all equipment for inground pool; above-ground pool and related equipment; hot tub or jacuzzi and related equipment; invisible inground fencing and related equipment; items attached by nails or screws.

2. **PURCHASE PRICE:** The purchase price for the property is $**950,000.00**
   - ☐ **NO SELLER CONCESSIONS**
   - ☒ **SELLER CONCESSIONS:** Seller agrees to pay up to _____% of the purchase price or up to $**30,000.00** at the closing to be used toward any of the following: Buyer's closing costs, prepaids, discount points, or any other costs that conform with lender guidelines.
   - ☒ **BUYER BROKER COMPENSATION:** Seller to pay on Buyer's Behalf, the sum of $_____ or **2.500** % of the purchase price to **Keller Williams NM Signature Group** (Buyer's Broker).
     This is not in addition to compensation offered by the listing broker.

3. **CONTINGENT SALE:** This offer (check all that apply):
   - ☒ **IS NOT CONTINGENT** upon the sale or close of another property.
   - ☐ **IS CONTINGENT** upon the sale and close of _____.
   - ☐ **IS CONTINGENT** upon the close of _____.
   - ☒ **IS CONTINGENT** upon the property appraising at an amount equal to or greater than the purchase price.
   - ☐ **IS NOT CONTINGENT** upon the property appraising at an amount equal to or greater than the purchase price.

4. **METHOD OF PAYMENT:** All payments must be in the form of cash, certified check, cashier's check, or money order. The purchase will be completed by the following method:

☐ **CASH:** Buyer will pay the purchase price in cash upon Seller's delivery of a warranty deed conveying marketable title. Buyer agrees to provide verification of available funds within ___ business days of acceptance.

☒ **NEW MORTGAGE**: The full purchase price upon the execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a **CNV** mortgage for no less than **85.000** % of the purchase price, which Buyer agrees to apply for within **3** business days after acceptance.

☐ **LAND CONTRACT**: If any outstanding lien exists against the property, then written approval of the land contract by the lienholder may be required. Buyer will purchase the property on land contract with a $_____down payment and monthly installments of principal and interest in the amount of $_____or more, including annual interest of percent. Buyer will pay the entire balance, which may require a lump-sum payment, within ____ years after closing. This Agreement is contingent upon Seller's satisfaction with a credit report to be provided by the Buyer on or before _____,_____. If Seller does not receive a credit report within the agreed upon timeframe or if Seller is not satisfied with the Buyer's credit report, Seller may terminate this Agreement by providing Buyer's REALTOR® with written notice.

☐ **MORTGAGE ASSUMPTION** or **LAND CONTRACT ASSIGNMENT**: If the holder of the mortgage or land contract agrees, Buyer will assume and pay Seller's existing mortgage or land contract according to its terms. Buyer will pay the difference between the purchase price and the existing balance of approximately $_____upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

5. **EARNEST MONEY DEPOSIT:** Buyer deposits $**9,700.00**_____to be held by _____**Mt. Pleasant Abstract & Title**_____("Escrowee") evidencing Buyer's good faith and the deposit will be applied to the purchase price at closing. If this offer is not accepted, or title is not marketable or insurable, or if the terms of purchase are contingent upon ability to obtain a new mortgage, or any other contingencies as specified, which cannot be met, this deposit will be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit will remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the mediation or arbitration provisions in paragraphs 28 & 29 below.)

6. **CLOSING DATE:** Sale to be closed on or before **01/28/2027**. Any extension will be by written mutual Agreement.

7. **OCCUPANCY:** Seller will give occupancy as follows:

☒ Upon closing agent's receipt of executed closing documents and funds.

☐ _____calendar days after closing by 12:00 noon. Seller will pay Buyer $_____per day as an occupancy charge, such amount to be paid at closing as set forth below. If Seller fails to deliver possession by the agreed upon date, Seller will become a tenant at sufferance and will pay Buyer as liquidated damages $_____per day plus Buyer's reasonable attorney's fees. Seller is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowners policy, as well as for any deductible portions of a covered claim.

☐ Total occupancy fee paid at closing to be held in escrow by_____. After Seller vacates property, the escrowed funds will be used to pay the accrued occupancy charge to Buyer, and the balance, if any will be refunded to Seller.

☐ Total occupancy fee to be paid directly at closing to Buyer without proration.

If tenants occupy the property, then:

☐ Seller will cause the tenants to vacate the property before closing.

☐ Buyer will take the property subject to the rights of the tenants.

8. **SELLER'S DISCLOSURE:**

☒ Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.

☐ Seller will provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 565.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Listing REALTOR®.

☐ Seller has represented that this sale is exempt from the Seller Disclosure Act requirements.

9. **LEAD-BASED PAINT DISCLOSURE/INSPECTION** for residential housing built prior to 1978 (check one below):

☐ Buyer acknowledges that prior to signing this Agreement, Buyer has received a copy of the Lead-based Paint Seller's Disclosure Form completed by the Seller, the terms of which will be part of this Agreement.

☐ Seller will provide Buyer with a copy of the Lead-based Paint Seller's Disclosure Form with Seller's acceptance of this offer. Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Listing REALTOR®.

☒ Not Applicable.

Buyer also agrees (check below):

☐ Buyer will have _____ calendar days after the acceptance of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period.)

☐ If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement will terminate, and any deposit will be refunded to Buyer.

☒ Buyer hereby waives their opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

10. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.

☐ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than _____calendar days after date of acceptance. These inspections may include, but may not be limited to: water, structural and/or mechanical inspections, survey and site investigation, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of an inspection,

Buyer will at any time within the inspection contingency period:
1) withdraw their offer in writing with Buyer's earnest money deposit to be returned in full,
2) request in writing that Seller make certain repairs or
3) request that Seller reduce the sales price to compensate for such defect(s).
Such a request to make repairs or reduce the sales price does not terminate this Agreement and Seller will have 48 hours from receipt of such request to agree to make such repairs or reduce the sales price. If Seller does not agree within 48 hours, Buyer will then have 48 hours to waive the contingency and accept the property "as-is" or to declare this Agreement null and void.
Failure of Buyer to respond in writing within the inspection contingency period will constitute a waiver of this contingency.

☒ Buyer acknowledges that Buyer Broker/REALTOR® has recommended that Buyer obtain an inspection of the Property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property

11. **WELL AND SEPTIC INSPECTION CONTINGENCY**:

☒ The property is served by a well and/or septic system and, based on its location, is subject to mandatory governmental inspection requirements. ☒ Seller ☐ Buyer agrees to order and pay for the inspections within 5 calendar days of the Effective Date. If the reports indicate that the well and/or septic system does not meet applicable governmental standards that are a condition of sale, or in the event Buyer provides written objections within 7 calendar days from the date of receipt of the reports, this Agreement will terminate unless the parties agree otherwise in writing.

☐ The property is served by a well and/or septic system but is not subject to mandatory governmental inspection requirements. This Agreement is contingent upon Buyer's approval of a well and/or septic inspection of the property by a qualified inspector, ordered and paid for by ☐ Seller ☐ Buyer within ____calendar days of acceptance. In the event Buyer provides written objections within _____ calendar days from receipt of the inspection reports, this Agreement will terminate unless the parties agree otherwise in writing.

☐ The Property is not subject to mandatory governmental inspection. Buyer acknowledges that Buyer Broker/REALTOR® has recommended that Buyer obtain an inspection of the well and septic by a certified inspector. Buyer does not desire to obtain an inspection of the well and septic.

☐ N/A

12. **TITLE INSURANCE:** Seller will provide to Buyer, at Seller's expense, an owner's policy of title insurance with ☒ Standard exceptions ☐ Expanded coverage in the amount of the purchase price. Seller will apply for a commitment for title insurance within 7 business days after acceptance of this Agreement. Any special exception will be subject to Buyer's approval, provided that this contingency will be deemed waived unless Buyer notifies Seller in writing within 10 calendar days of receipt of the commitment. Seller will have 30 calendar days after receiving written notice to remedy any claimed defect. If Seller is unable to cure the claimed defect(s), Buyer may terminate this Agreement in writing or waive the defect and proceed to closing.

13. **PROPERTY INSURANCE:** Seller will be responsible for fire and extended coverage insurance on the property until sale is closed.

14. **CLOSING COSTS:** Seller will pay all state and county transfer taxes and costs required to convey clear title. Buyer will pay the cost of recording the deed and/or security interests and all mortgage closing costs and/or closing fees charged by title company or other closing agent and fees required in connection with the Buyer's loan and the issuance of the lender's title insurance policy.

15. **PROPERTY TAXES:**
BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS SOLD.

☒ **Proration:** Taxes will be deemed to cover the calendar year in which they are first billed. All taxes covering prior calendar years will be paid by Seller. All taxes for the year of closing will be prorated on a calendar year basis without regard to lien date, the amount to be based on the most recently issued tax bill available at the time of closing. Seller is responsible for the current year's taxes to the date of closing, and Buyer is responsible for taxes thereafter. Upon closing, the tax proration is final.

☐ **Other**:_____

16. **SPECIAL ASSESSMENTS:**

☐ All assessments of record which have become a lien on the property at time of closing will be assumed by the Buyer. Any previous year's installments to be paid by the Seller. Any current year's installment will be prorated on a calendar year basis with the Seller paying the prorated amount to the date of closing.

☒ All special assessments, excluding perpetual assessments, will be paid in full by Seller, even if payable in annual installments.

☐ **Other:**_____

17. **MISCELLANEOUS PRORATED ITEMS:** Rent, condominium dues and assessments, association dues, trash collection payments and insurance (if assigned), as well as interest on any existing land contract, mortgage or other lien assumed or to be paid by the Buyer, will be prorated to the date of closing.

HEATING AND COOKING FUELS: Seller is responsible for maintaining heating and cooking liquid fuels at an operational level and will not permit fuels to fall below 10% in the tank(s) at the time of possession. Seller is precluded from removing fuel from tank(s) other than what is depleted through normal use.

The remaining fuel oil/propane will be ☒ gifted ☐ sold to buyer at ☐ closing ☐ possession ☐ Not Applicable. If sold, Buyer to reimburse Seller at ☐ Seller's last billing rate or ☐ other _____

18. **LAND DIVISION ACT** (For unplatted land only): Seller and Buyer agree that the following statement will be included in the deed at the time of delivery:

☒ The grantor grants to the grantee the right to make **all available** division(s) under section 108 of the Land Division Act, MCL 560.108." CAUTION: If the space above is left blank, the deed will NOT grant Buyer the right to any divisions.

☐ LAND DIVISION CONTINGENCY (For unplatted land only): The property is a new division under the Land Division Act and this Agreement is contingent upon Seller obtaining municipal approval of such division. Seller will apply for such approval within _____calendar days of the Acceptance Effective Date. The parties acknowledge that the division application may require a survey and that upon receipt of a completed application, a municipality has 45 days to respond. Seller will be responsible for the cost of any surveying work required in connection with the land division application

Authentisign ID: [redacted]

19. **RIGHT TO FARM ACT:** Seller and Buyer agree that the following statement may be included in the deed at the time of delivery: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

20. **DEFAULT:** If Buyer defaults, Seller may enforce this Agreement, or may cancel the Agreement, claim the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this Agreement or may demand a refund of the deposit and pursue legal remedies. (This paragraph may be subject to the mediation provisions in paragraph 28 below).

21. **MAINTENANCE OF PREMISES:** Seller agrees to maintain property in the same condition as existing at acceptance of offer until possession is delivered): Seller to leave premises broom clean and free of trash and debris upon vacating. Both parties are responsible for the transfer of utilities. Seller is responsible for payment of final utility bills.

22. **WALK-THROUGH:** Buyer has the right to walk through the property within 2 calendar days prior to closing to confirm that the property and any personal property or equipment being purchased are in the same condition as when this Agreement was signed, ordinary wear and tear excluded.

23. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

24. **HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer will not assign this Agreement without Seller's prior written permission.

25. **ELECTRONIC COMMUNICATION:** The parties agree that the electronic signatures and initials will be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. REALTOR® and the Buyer in care of the Buyer's REALTOR® may communicate via electronic mail via the contact information set forth below. Any such communication will be deemed delivered at the time it is sent or transmitted.

26. **WIRE FRAUD WARNING:** As a result of numerous e-mail, text and social media message scams, funds that are to be wired have been targeted, and in some cases, stolen. These scams involve authentic looking, yet false, wire instructions appearing to be from title, mortgage, or real estate companies. If these false wire instructions are followed, the funds divert to the criminals. **Never wire funds pursuant to wire instructions that you receive via email. Always verify instructions via telephone call using verified contact information**.

    The undersigned agree to defend, and hold harmless any real estate office, its associated real estate salespeople and affiliated title and lending companies, from all liability that relates to, or arises from, the use, or attempted use, of wire transfer of funds in connection with the contemplated transaction.

27. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Buyer Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.

28. **MEDIATION:** Buyer and Seller agree that if there is any dispute related to this contract, the sale, or the closing, the dispute may be submitted for Mediation by written agreement of both parties. The Mediation will be subject to the National Association of REALTORS (NAR) Rules and Procedures of the Home Buyers Home/Sellers Dispute resolution system. If the parties cannot reach a resolution through Mediation, they have the right to use other legal remedies.

29. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this Agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, or any alleged breach of this Agreement, will be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the Agreement. A judgment of any circuit court will be rendered on the award or determination made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act, MCL 691.1681, et seq. This Agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph will survive the closing. INITIAL IF YOU AGREE TO ARBITRATE:

Seller: _____ Buyer: _____

Authentisign ID: [redacted]

30. **INFORMATION DISCLOSURE:** The purchase price and terms of this sale will be disclosed to the Northern Great Lakes REALTORS® MLS in the ordinary conduct of business.

31. **PROPERTY CONDITION RELEASE:** Buyer and Seller acknowledge that neither party has relied on any representations of Listing Broker, Buyer Broker or their respective agents concerning the condition of the property. Buyer and Seller hereby release the Listing Broker, the Buyer Broker, and their respective agents with respect to any and all claims relating to the condition of the property and/or the performance of this Agreement by the parties hereto.

32. **EXISTING PERSONAL PROPERTY INCLUDED:** Personal property listed below will be gifted in "AS IS" condition, free and clear of any liens or encumbrances, and Seller makes no warranty of any kind, express or implied. **refrigerator, oven, microwave, dishwasher, washer, dryer, water filtration system,reverse osmosis, sauna, refrigerator in the garage, and industrial shelving in the pole barn. Seller to provide a one year America's Preferred Home warranty at closing.**

33. **OTHER CONDITIONS:** **Contingent upon buyers satisfaction of Time of Transfer Authorization-this contingency to be removed within 3 business days of seller providing this authorization. Contingent upon buyer getting financing approval on 1/15/2027. If buyer cannot get financing approval on 1/15/2027, then $9,700 EMD will be returned to buyer.**

34. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** If the sales price exceeds $300,000 or if one of the IRS exceptions from FIRPTA Withholding cannot be used, parties to this Agreement to be bound by FIRPTA requirements and must complete specific forms related to FIRPTA.

35. **NON-DISCRIMINATION:** It is agreed by Brokerage Firm and Seller or Lessor, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, sexual orientation, or gender identity or expression by said parties in respect to the sale or lease of the Property is **PROHIBITED**.

36. **ENTIRE AGREEMENT:** Buyer and Seller agree that this is the entire Agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.

37. **THIS OFFER WILL EXPIRE ON** **October 22, 2026** **at** **9AM** **A.M./P.M., or upon Seller's receipt of revocation from Buyer, whichever is earlier.**

38. **INDEPENDENT LEGAL REVIEW ADVISED:** Buyers and Sellers are advised to have their attorney review this Agreement.

39. **Buyer has read this Agreement, understands it, and acknowledges acceptance.**

Buyer's Signature	10/19/2026 Date	**Dylan Banagis** Printed Name (First) (Middle) (Last)
Buyer's Signature	Date	Printed Name (First) (Middle) (Last)

Buyers Address _____

Deposit in the Form of ☒ Personal Check ☐ Other **Recieved** ☐ Upon Acceptance. Received by **Krystal Campbell**

Authentisign ID: [redacted]

40. **SELLER'S RESPONSE:** The above offer is hereby Date: 10/20/26 AM/PM

☐ The above offer is hereby ☐ Accepted ☐ Rejected

☒ The above offer is hereby accepted subject to the following changes:

Purchase price to be $960,000 and Seller concesions to be $25,000

☒ This counteroffer must be accepted on or before _____ AM/PM _____ (Date)

Authentisign

Seller's Signature — 10/20/26 Date — **Bhekumusa Msibi** Printed Name (First) (Middle) (Last)

Seller's Signature — Date — Printed Name (First) (Middle) (Last)

41. **BUYER'S RESPONSE:** Date: 10/22/26 AM/PM

☐ Acknowledge receipt of Seller's Acceptance of Buyer's Offer.

☐ The above offer is hereby ☐ Accepted ☐ Rejected

☒ The above offer is hereby accepted subject to the following changes:
Seller to have repairs completed on attached repair list by a licensed contractor and provide receipt of work upon completion. Items to be completed by November 20, 2026.

☒ This counteroffer must be accepted on or before 10:00 AM AM/PM 10/23/2026 (Date)

Authentisign

Buyer's Signature — 10/22/26

Buyer's Signature

42. **SELLER'S RESPONSE:** Date: 10/22/26 AM/PM

☐ Acknowledge receipt of Buyer's Acceptance of Seller's Counteroffer.

☒ The above offer is hereby ☒ Accepted ☐ Rejected

☐ The above offer is hereby accepted subject to the following changes:

☐ This counteroffer must be accepted on or before _____ AM/PM _____ (Date)

Authentisign

Seller's Signature — 10/22/26

Seller's Signature

43. **BUYER'S RESPONSE:** Date: _____ AM/PM

☒ Acknowledge receipt of Seller's Acceptance of Buyer's counteroffer.

Authentisign

Buyer's Signature — 10/22/26

Buyer's Signature

Disclaimer: This form is provided as a service of the Central Michigan Association of Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Central Michigan Association of Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Revised 9/9/2025

RECEIVED
NOV 10 2026
INSPECTION DEPT.

Letter of Support

3195 S Rolland Rd · Remus, Michigan · Broomfield Township

To: Isabella County Zoning Board of Appeals and Planning Commission

Regarding: Special Land Use Permit and Zoning Variance for 3195 S Rolland Rd, Remus, MI (Broomfield Township)

To the Members of the Board:

My name is Gladys Strong, and I live at 8715 W. Remus Rd. Remus, MI 49340.

I am writing in support of Dylan and Kara Banagis's requests for a Special Land Use Permit and a zoning variance for their future property at 3195 S Rolland Rd.

I understand that the family plans to make this property their home and to use the existing pole barn for their apparel business, Life Unplugged. I also understand that the barn sits about 50 feet from the east property line and that a setback variance is needed for it to be used this way.

I have no objection to either request. I believe the Banagis family will be good neighbors and good stewards of the land, and I respectfully ask the Board to approve both the Special Land Use Permit and the variance.

Sincerely,

Signature Gladys J Strong

Printed Name _____

Phone (optional) _____ Date 11-9-2026

Additional notes (optional)

RECEIVED
NOV 10 2026
INSPECTION DEPT.

Letter of Support

3195 S Rolland Rd · Remus, Michigan · Broomfield Township

To: Isabella County Zoning Board of Appeals and Planning Commission

Regarding: Special Land Use Permit and Zoning Variance for 3195 S Rolland Rd, Remus, MI (Broomfield Township)

To the Members of the Board:

My name is Steve Wegrster, and I live at 3104 S. Rolland Rd. Remus MI. 49340

I am writing in support of Dylan and Kara Banagis's requests for a Special Land Use Permit and a zoning variance for their future property at 3195 S Rolland Rd.

I understand that the family plans to make this property their home and to use the existing pole barn for their apparel business, Life Unplugged. I also understand that the barn sits about 50 feet from the east property line and that a setback variance is needed for it to be used this way.

I have no objection to either request. I believe the Banagis family will be good neighbors and good stewards of the land, and I respectfully ask the Board to approve both the Special Land Use Permit and the variance.

Sincerely,

Signature Steve Wegst

Printed Name Steve Wegrster

Phone (optional) 989 621 7690 Date 11-9-26

Additional notes (optional)