



CHEBOYGAN COUNTY ZONING BOARD OF APPEALS

870 SOUTH MAIN ST. ■ PO BOX 70 ■ CHEBOYGAN, MI 49721
PHONE: (231)627-8489 ■ FAX: (231)627-3646

**CHEBOYGAN COUNTY ZONING BOARD OF APPEALS MEETING & PUBLIC HEARING
WEDNESDAY, JANUARY 24, 2018 AT 7:00 P.M.
ROOM 135 – COMMISSIONERS ROOM
CHEBOYGAN COUNTY BUILDING, 870 S. MAIN ST., CHEBOYGAN, MI 49721**

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

PUBLIC HEARING AND ACTION ON REQUESTS

- 1.) **Larry Brown** – Requests a 160 square foot minimum floor area variance for a dwelling in an Agriculture and Forestry Management (M-AF) zoning district. The property is located at 9365 Brudy Road, Ellis Township, Section 19, parcel #210-019-200-001-08. A 720 square foot minimum floor area is required for a dwelling in this zoning district.
- 2.) **Cherry Capital Connection LLC and Wallace and Anne Savenkoff** – Requests a use variance to place a 107 ft. tall communication tower in a Lake and Stream Protection (P-PS) zoning district. The property is located at 5339 Twin Trail Road, Grant Township, Section 2, parcel 151-002-300-001-00. Communication towers are not permitted in this zoning district.

UNFINISHED BUSINESS

NEW BUSINESS

- 1.) Annual Meeting – Election of Officers & Verification of Regular Meeting Schedule

ZBA COMMENTS

PUBLIC COMMENTS

ADJOURN

CHEBOYGAN COUNTY ZONING BOARD OF APPEALS MEETING & PUBLIC HEARING
MONDAY, NOVEMBER 27, 2017 AT 10:00AM
ROOM 135 – COMMISSIONER’S ROOM - CHEBOYGAN COUNTY BUILDING

Members Present: Charles Freese, Ralph Hemmer, John Moore, John Thompson, Nini Sherwood

Members Absent: None

Others Present: Scott McNeil, Janice Cooper, Gregory Cooper, Leslie Taylor, Russel Crawford, Karen Johnson, Tom Taylor, Bonnie Vance, Barb Rolinski, Cal Gouine

The meeting was called to order by Chairperson Freese at 10:00am.

PLEDGE OF ALLEGIANCE

Chairperson Freese led the Pledge of Allegiance.

APPROVAL OF AGENDA

The agenda was presented. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to accept the agenda as presented. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Thompson), 0 Nays, 1 Absent (Sherwood)

APPROVAL OF MINUTES

Minutes from the October 25, 2017 Zoning Board of Appeals meeting were presented. **Motion** by Mr. Hemmer, seconded by Mr. Moore, to accept the minutes as presented. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Thompson), 0 Nays, 1 Absent (Sherwood)

PUBLIC HEARING & ACTION ON REQUESTS

Greg and Janice Cooper - Requests a waiver from a greenbelt or fence requirement under Section 17.18.6. for construction of a Private Storage Building within 30 feet of a side lot line in a Lake and Stream Protection (P-LS) zoning district. The property is located at 11981 Van Road, Munro Township, Section 19, parcel #080-P14-000-001-00. Under Section 17.23.1.d., if within thirty (30) feet of a side property line, all such private storage buildings must be screened from view of the side property lines with a solid evergreen hedge with a minimum height of six (6) feet or privacy fence with a minimum height of six (6) feet.

Mr. McNeil stated that the applicant is seeking relief from a greenbelt or fence requirement for a private storage building. Mr. McNeil stated that the subject property is in a Lake and Stream Protection Zoning District. Mr. McNeil explained that a 6ft. solid screen fence or hedge is required to screen the private storage building if it is placed within 30ft. of a side lot line. Mr. McNeil referred to section 17.18.6 and read “The Board of Appeals may waive or modify greenbelt, wall or fence requirement where in its determination no good or practical purpose would be served, including such reasons as large site area, natural isolation, land ownership patterns and natural barriers and screens.”

Ms. Sherwood entered the meeting.

Ms. Cooper stated that they plan to build the storage building within 8ft. of the lot line which borders a Cheboygan County easement which is located next to an Emmet County easement. Ms. Cooper stated the topography of the property is heavily wooded and putting up a 6ft. hedge would detract from the property. Ms. Cooper stated her concerns about fences starting to deteriorate after 5 years. Ms. Cooper stated that they will become full-time residents after she retires in 2018. Ms. Cooper stated that the storage building will be maintained just as well as their home, which is located on Silver Strand Road. Mr. Freese asked if the easement is 30ft. wide. Mr. Cooper stated that there are two easements (totaling 60ft.) to the west of his property.

Mr. Moore stated that the proposed building will be similar to the storage building across the road.

Mr. Freese asked for public comments. There were no public comments. Public comment closed.

Mr. Freese stated that a variance from the screening requirement was requested for the pole barn across the road from this parcel. Mr. Freese stated that the situation is the same on the south side of Van Road as it is in on the north side of Van Road. Mr. Freese stated that he does not believe that the location of the wetlands as depicted on the site plan is correct. Mr. Freese recommended that Mr. and Mrs. Cooper check with the DEQ before proceeding with this project.

The Zoning Board of Appeals added the following to the General Findings:

5. The Zoning Board of Appeals approved a variance for screening on a parcel to the north of Van Road, which is in

similar circumstances to the parcel in question.

6. There is a 30ft. easement to the west along the Cheboygan County line and the applicant indicates there is another 30ft. easement to the west on the Emmet County side of the county line.

Mr. Moore noted that this request is identical to the request for the parcel to the north. Mr. Moore stated that a fence would deteriorate quickly and trees would die quickly. Discussion was held.

The Zoning Board of Appeals reviewed and approved the Findings of Fact and the Specific Findings of Fact under Section 23.5.4. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to waive the greenbelt based on the General Findings, Specific Findings of Fact under Section 23.5.4 and due to wetlands and the easement to the west. Motion carried unanimously.

Leslie Taylor and Ronald and Bonnie Vance - Requests a use variance for a dog grooming use in the Village Center Indian River (VC-IR) zoning district. The property is located at 3589 South Straits Highway, Tuscarora Township, Section 24, parcel #161-M55-033-002-00. Dog grooming is not an allowed use in the Village Center Indian River (VC-IR) zoning district.

Mr. McNeil stated this request is for a use variance for a dog grooming business in the Village Center Indian River zoning district. Mr. McNeil stated that dog grooming is not an allowed use in the Village Center Indian River zoning district.

Ms. Taylor stated that she received a use variance from the Zoning Board of Appeals for the building across the street. Ms. Taylor stated that due to rain there was a tremendous amount of damage to the back wall of the building and this is why she had to seek a second location for her dog grooming business.

Mr. Freese asked for public comments. Ms. Vance stated that she is very happy to have Ms. Taylor use the building as it has been empty since the physical therapy business moved to Gaylord. Ms. Vance stated that there are many bathrooms and great water supply. Ms. Vance stated that Ms. Taylor plans to convert one bath to a washing area for the dogs. Ms. Vance stated that Ms. Taylor will use a portion of the building and she hopes that there will be other tenants so business activity will increase in downtown Indian River. Public comment closed.

The Zoning Board of Appeals added the following to the General Findings:

6. A use variance for dog grooming was recently approved for a parcel in the Village Center Indian River zoning district, but was found unsuitable due to water damage.
7. This use will be allowed under a change in definitions proposed by the Planning Commission if approved by the Cheboygan County Cheboygan County Board of Commissioners.
8. This use has been recommended to be approved by the Tuscarora Township Planning Commission (exhibit 6).

The Zoning Board of Appeals reviewed and approved the Findings of Fact and the Specific Findings of Fact under Section 23.5.4. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to approve the use variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.4. Motion carried unanimously.

UNFINISHED BUSINESS

No comments.

NEW BUSINESS

No comments.

ZBA COMMENTS

No comments.

PUBLIC COMMENTS

No comments.

ADJOURN

Motion by Mr. Hemmer to adjourn. Motion carried. Meeting adjourned at 10:18am.

John Thompson, Secretary

CHEBOYGAN COUNTY ZONING BOARD OF APPEALS

Larry Brown

Exhibit List

1. Cheboygan County Zoning Ordinance
2. Cheboygan County Master Plan
3. Zoning Board of Appeals Notice of Public Hearing (1 Page)
4. Variance Application (5 Pages)
5. Mailing List (1 Pages)
6. Purchase Agreement (8 Pages)
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.

Note: Zoning Board of Appeals members have exhibits 1 and 2.

NOTICE

**CHEBOYGAN COUNTY ZONING BOARD OF APPEALS MEETING and PUBLIC HEARING
WEDNESDAY, DECEMBER 27, 2017 AT 7:00 P.M.
ROOM 135 – COMMISSIONERS ROOM
CHEBOYGAN COUNTY BUILDING, 870 S. MAIN ST., CHEBOYGAN, MI 49721**

- 1.) **Larry Brown** – Requests a 76 square foot minimum floor area variance for a dwelling in an Agriculture and Forestry Management (M-AF) zoning district. The property is located at 9365 Brudy Road, Ellis Township, Section 19, parcel #210-019-200-001-08. A 720 square foot minimum floor area is required for a dwelling in this zoning district.

Please visit the Planning and Zoning office or visit our website to see the application and the associated plan drawings. Site plans may be viewed at www.cheboygancounty.net/planning. Comments, questions, and correspondence may be sent to planning@cheboygancounty.net or Planning & Zoning Department, 870 S. Main St., PO Box 70, Cheboygan, MI 49721, or presented at the meeting.

Persons with disabilities needing accommodations for effective participation in the public hearing should contact the Community Development Director at the above address one week in advance to request mobility, visual, hearing or other assistance.

CHEBOYGAN COUNTY
 PLANNING & ZONING DEPT.
 870 South Main St., PO Box 70
 Cheboygan, MI 49721
 (231) 627-8489 (Telephone)
 (231) 627-3646 (Fax)

DIMENSIONAL VARIANCE APPLICATION

\$110.00 APPLICATION FEE

Pd \$35.00 - V# 3058
 Pd \$75.00 - V# 3078

RECEIPT #:	4018
CASH/CHECK:	\$110.00
ACTION /DATE:	

PLEASE PRINT

PROPERTY LOCATION

Address 9365 Brudy Rd.	City / Village Wolverine	Township / Sec. 34N / 19	Zoning District
Property Tax I.D. (Parcel) Number 210-019-200-001-08	Subdivision or Condo. Name / Plat or Lot No.		

APPLICANT

Name Larry Brown	Telephone 517-398-3188	Fax N/A	
Address 9365 Brudy Rd.	City & State Wolverine, MI	Zip Code 49799	E-Mail lbrown333@gmail.com

OWNER (If different from applicant)

Name	Telephone	Fax	
Address	City & State	Zip Code	

Detailed directions to site, including nearest crossroad:

Turn left off of I-75 North, exit 301. Continue to Straights Hwy and turn right. Continue to Rondo road and turn right.

Continue to Brudy road and turn left.

Please Note: All applicable questions must be answered completely. If additional space is needed, number and attach additional sheets.

I. Property Information

- A. List all known deed restrictions: xxx
- B. This property is unplatted, platted, will be platted. If platted, name of plat _____
- C. Present use of the property is: residential
- D. A previous appeal has (has not) (circle one) been made with respect to these premises in the last one (1) year. If a previous appeal, rezoning or special use permit application was made, state the date _____, nature of action requested _____, and the decision _____.
- E. Attach a site plan drawn per the attached directions.

ii. Detailed Request and Justification

1. State exactly what is intended to be done on, or with the property which necessitates a variance from the Zoning Ordinance.
Placement of a tiny house.

2. A dimensional variance may be granted by the Zoning Board of Appeals only in cases where the applicant demonstrates in the official record of the public hearing that practical difficulty exists by showing all of the following. All variance decisions made by the Zoning Board of Appeals are based on the following five (5) standards of the Cheboygan County Zoning Ordinance. Please explain how the request meets each standard.

a. That the need for the requested variance is due to unique circumstances or physical conditions of the property involved, such as narrowness, shallowness, shape, water, or topography and is not due to the applicant's personal or economic difficulty.
Please see attached.

b. That the need for the requested variance is not the result of actions of the property owner or previous property owners (self-created).
Please see attached

c. That strict compliance with regulations governing area, setback, frontage, height, bulk, density or other dimensional requirements will unreasonably prevent the property owner from using the property for a permitted purpose, or will render conformity with those regulations unnecessarily burdensome
Please see attached.

d. That the requested variance is the minimum variance necessary to grant the applicant reasonable relief as well as to do substantial justice to other property owners in the district.
The requested variance relieves the applicant from being forced to live in a structure that is more than needed.
Other property owners will not be prejudiced and may actually benefit as the structure adds to the
ambiance and atmosphere of the property.

e. That the requested variance will not cause an adverse impact on surrounding property, property values, or the use and enjoyment of property in the neighborhood or zoning district.
The tiny home has a country cabin appearance and is aesthetically pleasing. It sets far away from the road
and does not interfere with or impair surrounding properties. The home's appearance is like many others in the
county and has an "Up North" look that would not have an adverse affect on surrounding property values.

The Zoning Board of Appeals members will visit the site prior to the public hearing. Please clearly stake the corners of the proposed building or addition and the nearest property line. Does the property owner give permission for County zoning officials to enter his or her property for inspection purposes? Yes No

Owner's Signature

Date 11-29-17

AFFADAVIT

The undersigned affirms that the information and plans submitted in this application are true and correct to the best of the undersigned's knowledge.

Applicant's Signature

Date 11-29-17

SITE PLAN INFORMATION Please include the following on your site plan:

- | | |
|---|---|
| 1. Property Line dimensions and Property shape. | 6. Parcels under separate ownership therein. |
| 2. Front, Rear, & Side setback dimensions. | 7. Road Right-Of-Way (ROW); access or utility easements. |
| 3. Location, shape & size of all existing & proposed buildings on property. | 8. The existing and intended use of the lot and structures. |
| 4. Location of all drives and parking areas. | 9. Place North arrow in space provided. |
| 5. Rivers, lakes, wetlands, or streams within 500 ft. | 10. Other essential zoning information. |

Distance from property line to proposed structure:

Front: 165' Rear: 165' Side: 300' Side: 2600'

Zoning District:

North:

SEE ATTACHED

Attachment to Zoning Variance Application

The Cheboygan County Zoning Ordinance – as it pertains to the minimum square footage requirement for residential housing – is not in line with current trends in other Michigan Counties as well as across the country. The tiny house alternative to traditional housing is gaining traction in Michigan and across the nation. The reasons for this trend are multifaceted and include financial responsibility, smaller environmental footprint, and conscientious living, among others.

The median price of a home in Cheboygan County is \$159,900¹ while the median income for the County is \$40,219². A tiny house offers an affordable alternative to traditional housing and allows for more disposable income, which in turn is often incorporated back in to the community. This not only benefits the homeowner but the community in general.

The size of a tiny house inherently reduces the costs of heating, cooling, and overall energy costs. The reduced costs provide a smaller consumption footprint, which is good for the community and environment overall.

America is one of the wealthiest nations in the world, which has also led to a debt crisis for many individuals. A mortgage is often the highest expense a family has, and in recent years has proved very burdensome. 16.2% of the homes in Cheboygan County currently have negative equity and are “under water.”³ The option of a tiny house offers a good standard of living while not forcing us to live beyond our means. The current minimum square-footage requirement essentially forces and requires us to purchase and live in a structure we do not want or need.

Other major cities in Michigan have recognized the trend for more affordable and conscientious living. Ann Arbor for example requires only 225 square feet of habitable living area, while Lansing has no minimum requirement. A tiny house community has even been established in Traverse City with others being proposed across the State.⁴

Our tiny house – as are most across the country – is also very aesthetically adapted to the surroundings. It has a country cabin look that is quintessentially “up North.” It adds to the property as well as the surrounding neighborhood.

We are respectfully requesting this board to grant a variance to the minimum square-footage requirement and not force us to utilize more than we need. Alternatively, if the board will not grant a permanent variance, we are asking for a temporary variance in order to comply.

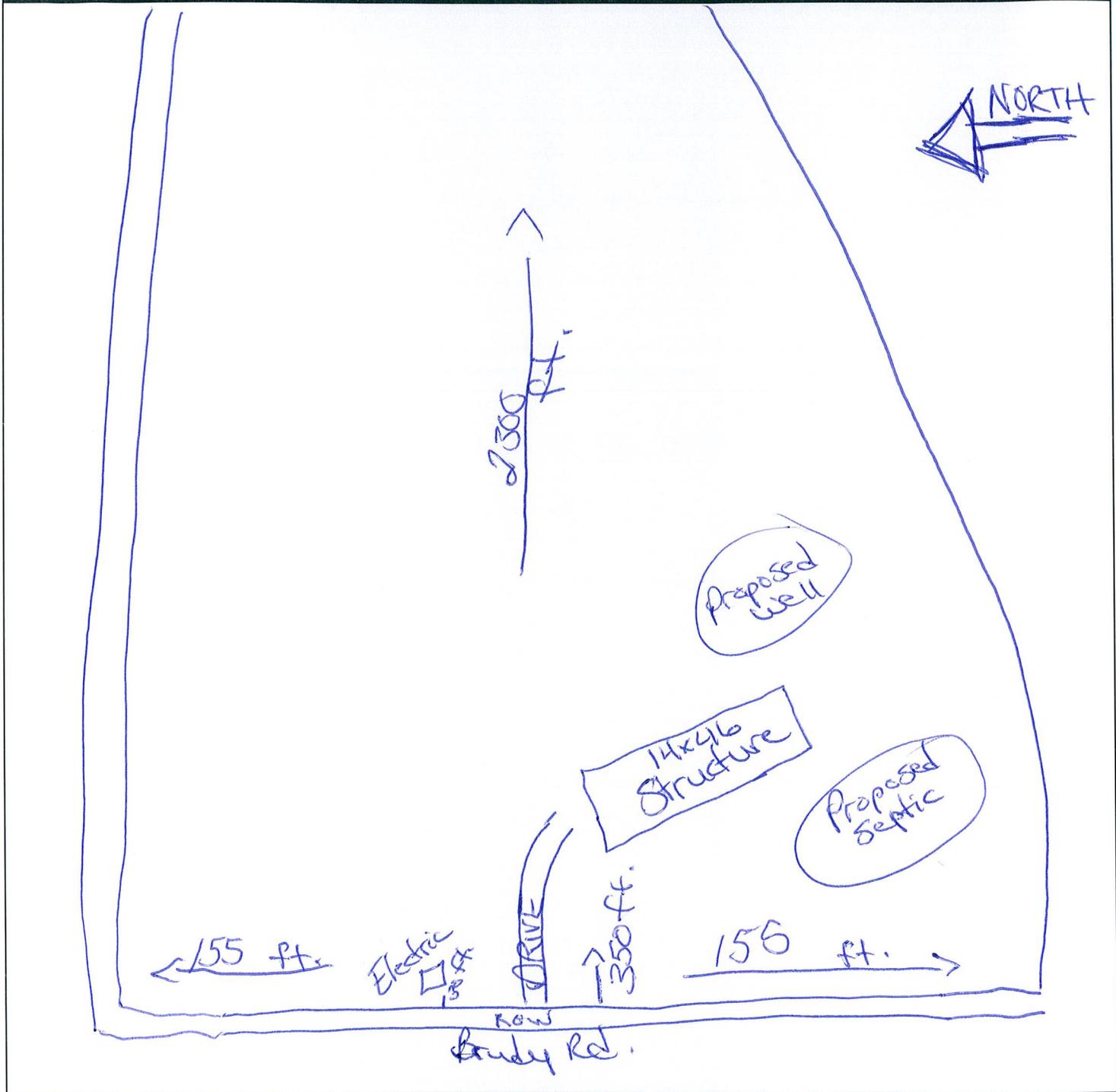
¹ <https://www.zillow.com/cheboygan-county-mi/home-values/> (Sept 30, 2017)

² <https://www.census.gov/quickfacts/fact/table/cheboygancountymichigan/INC110215>

³ <https://www.zillow.com/cheboygan-county-mi/home-values/> (Mar 31, 2017)

⁴ <https://www.fosterswift.com/communications-Tiny-Houses-Municipal-Zoning-Michigan.html>

PLOT PLAN



AFFIDAVIT

I agree the statements made above are true, and if found not to be true or incomplete, any zoning permit that may be issued may be void. I agree to comply with the conditions and regulations provided with any permit that may be issued. I agree the permit that may be issued is with the understanding all applicable sections of the Cheboygan County Zoning Ordinance will be complied with. I agree to notify Cheboygan County Planning & Zoning Dept. for inspection before the start of construction and when locations of proposed structure(s) are marked on the ground.


Signature of Applicant

11-8-17
Date

16-210-019-100-002-00
BOHLING, JOAN, TRUSTEE
983 WIDGEON LN
CHULA VISTA CA 91911

16-210-019-200-001-08
OCCUPANT
9365 BRUDY RD
WOLVERINE, MI 49799

16-210-019-200-001-07
KRIMMEL, ROBERT
8900 TOURNAMENT DR
WASHINGTON MI 48094

16-210-019-300-002-00
OCCUPANT
9444 BRUDY RD
WOLVERINE, MI 49799

16-210-019-200-001-08
BROWN, LARRY J & CRISTY A H/W
9365 BRUDY RD
WOLVERINE MI 49799

16-210-019-400-001-06
OCCUPANT
9499 BRUDY RD
WOLVERINE, MI 49799

16-210-019-300-002-00
OUELLETTE, JEFF & LINDA OUELLETTE
9444 BRUDY RD
WOLVERINE MI 49799

16-210-020-300-001-00
OCCUPANT
4880 RONDO RD
WOLVERINE, MI 49799

16-210-019-400-001-06
SAYERS, ADAM
PO BOX 455
INDIAN RIVER MI 49749

16-210-020-100-003-00
BUNKER, MITCHELL; LINDA BUNKER &
4393 RONDO RD
WOLVERINE MI 49799

16-210-020-300-001-00
BUNKER, RANDOLPH N
4880 RONDO RD
WOLVERINE MI 49799



WATER WONDERLAND BOARD OF REALTORS®
PURCHASE AGREEMENT



OFFICE OF: Alpine Realty Group Date: March 23, 2017 at _____ (a.m. p.m.)

1. PURCHASER: The undersigned Purchaser(s) Larry J Brown Jr, Cristy A Brown (Purchaser's Name)
agrees to purchase through Alpine Realty Group (Listing Broker)

2. PROPERTY: Real Property situated in the _____ Township of Ellis
County of Cheboygan and State of Michigan. Tax Number(s): 210-019-200-001-08

MLS # _____ Legal Description: PARCEL H COM N 1/4 SEC 19, T34N,R2W; TH S OD 13M 56S E
2295.94FT TO POB; TH CONT S OD 13M 56S E 325.96 FT; TH S 89D 10...

The Property is also identified by address as: Brudy Rd, Wolverine MI 49799 20 Acres

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

3. PRICE: The purchase price shall be \$ 25,000.00 (Twenty-Five Thousand dollars)

4. METHOD OF PAYMENT: All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

- A. CASH: Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- B. NEW MORTGAGE: This contract is contingent on Buyer's ability to obtain a(n) _____ mortgage loan. Buyer will apply for the loan within _____ days after the "Effective Date" of this contract. Buyer shall deliver to seller evidence of a loan commitment and/or approval acceptable to buyer on or before _____. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- C. LAND CONTRACT: Buyer will pay \$ 2,500.00 down payment upon Buyer and Seller signing a 5 land contract. Buyer will pay monthly installments (principal and interest) of \$ 297.34 or more, including annual interest of 10.000 percent. Buyer will pay the entire balance, which may require a lump-sum payment within 5 years after closing.

5. CLOSING COSTS: Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. Both buyer and seller shall pay Closing Agent (Title Company) closing fees that are charged to them.

6. ASSESSMENTS: Seller will pay all prior years' special assessments. (Buyer will pay assessments which are due on or after the date of closing. "Due" means the date which assessments become payable.) Current year's assessments to be prorated in arrears on a calendar year.

7. OIL, GAS, and MINERAL RIGHTS: if any owned, are included YES NO

8. FIXTURES & IMPROVEMENTS: Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator yes no, Oven/Range yes no, Draperies yes no, Curtains yes no, Water Softener yes no, Dishwasher yes no, Microwave yes no, Washer yes no, Dryer yes no, Other inclusions: NA + Vacant Land

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Purchase Agreement Rev 03/2012

Purchaser's Initials

[Handwritten initials]

Seller's Initials

[Handwritten initials]

Alpine Realty Group, 401 W Main Gaylord, MI 49734
Phone: (989) 339-1119 Fax: (231) 622-7522

Dina Murphy

Cristy & Larry

9. PRORATIONS: Seller will pay all prior years' taxes. Buyer will pay taxes which are due on or after the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Purchaser with the balance of the year.

If applicable, City taxes and village taxes shall be prorated on a due date basis as if paid in advance or in arrears so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30. ("Due" means the date which taxes becomes payable)

NO PRORATION Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing, "Due" means the date on which a tax or assessment becomes payable.

Rents, insurance, propane, heating fuel, fuel oil, homeowner's association fees, condominium owner's association fees, road maintenance fees, sewer and water bills shall be adjusted as of the date of closing.

10. POSSESSION: Seller shall deliver and Purchaser shall accept possession of the Property, subject to the rights of any tenants, at closing or 0 days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$ 0 per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. An occupancy escrow shall be retained by _____ in the amount of \$ 0

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

This Agreement is contingent upon an inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than 30 business days after the "Effective Date" of this Agreement. The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived the contingencies and proceed to close this transaction. If the inspector discloses any structural or functional defect in the property which results in the buyers having substantial cause to be dissatisfied with the current physical condition of the property and its system, the buyers shall notify the sellers in writing within 0 business days of the completion of the inspection.

If sellers are notified of defects, they shall have 0 business days to respond and can either (a) repair or provide for repair in a workman like manner, (b) agree to negotiate a reduction in the sale price of the property that is agreeable to both buyers and sellers or (c) declare their unwillingness to repair in which case this agreement may be null and void and buyers deposit shall be returned.

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

12. SITE INVESTIGATION: All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in additional conditions as set forth in Paragraph 22 of this agreement, or see addendum attached hereto.

13. HOME WARRANTY: Purchaser and Seller have been informed that Home Warranty Plans are available. Such plans may provide additional protection and benefit to a Purchaser. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Purchaser does X does not wish to purchase a Home Warranty Plan.

14. SELLERS DISCLOSURE: Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer. Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993 Buyer will have 72 hours after hand delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

15. LEAD-BASED PAINT DISCLOSURE: (For residential housing built prior to 1978.) Buyer acknowledges that prior to signing the Purchase Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure form, the terms of which are incorporated herein by reference.

16. LAND DIVISION ACT: (For unplatted land only.) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery: (a) The grantor grants to the grantee the right to make 0 (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. (b) This property may be located within the vicinity of farm land 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. CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

[Handwritten initials]

[Handwritten initials]

- 7. **FOR VALUABLE CONSIDERATION:** Buyer gives Seller until March 25, 2017 @ 5pm to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 20000.00 evidencing Buyer's good faith, said deposit to be held by said REALTOR®/Broker, and to apply as part of the purchase price. 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 if sale is on contract, subject to sale of such contract, or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively Seller may retain such deposits as part payment of the purchase price and pursue his/her legal or equitable remedies hereunder against Buyer. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.
- 18. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Upon receipt of the commitment, Buyer/Buyer's Representative shall have 10 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
- 19. **SURVEY** No boundary (stake) survey requested; or Contingent upon a boundary (stake) survey approved by the Buyer. Paid for by the Buyer and/or Seller. Both Buyer and Seller acknowledge the REALTOR®/Brokers do not warrant location of the improvements and easements on the property and the boundaries of the property or assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property.
- 20. **SALE TO BE CLOSED** on or before March 31, 2017
month day year
- 21. **AGENCY CONFIRMATION:** Purchaser and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) Agent/Subagent of the Seller Buyer's Agent Dual Agent Designated Agent in an In-House Transaction Other _____
- 22. **ADDITIONAL CONDITIONS:** Addendum - Yes No _____
- 23. **RELEASE:** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.
- 24. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.
- 25. **HEIRS AND SUCCESSORS:** This Agreement binds Seller, Seller's personal representatives and heirs and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission.
- 26. **ELECTRONIC COMMUNICATIONS:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic mail address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic mail address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall 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.
- 27. **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.
- 28. **ATTORNEY'S FEES:** In any actions or proceedings arising out of this agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.

9. ACKNOWLEDGEMENT: 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. This is a legal document. It is recommended to the parties that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

30. BUYER(S) SIGNATURE(S)

Signature: [Handwritten Signature] Date: 03/23/17
Print Name: [Handwritten Name] SALES PERSON

Signature: [Handwritten Signature] Date: 03/23/17
Print Name: CRISTY BROWN SALES PERSON

Buyer's Address: 10004 S. SERRATA HWY., Wolverine, MI 49799
Print Salesperson's Name: Patricia Murphy Salesperson License#: 6501371833
Broker's Name: KYLE JACOBZ Brokerage License#: 6505363626
Brokerage Address: 100 W. Main St., Apt. 15, Gaylord, MI 49735

31. DEPOSIT RECEIPT: The selling broker has received from buyer the deposit in the amount of _____
Salesperson's Signature _____

32. SELLER'S ACCEPTANCE: Seller accepts this as written or with the following changes: Addendum A+B
Addendum: Yes No

33. SELLER(S) SIGNATURE(S)

Signature: [Handwritten Signature] Date: 3-29-2017
Print Name: Robert Kimmel

Signature: _____ Date: _____
Print Name: _____
Broker's Address: _____
Print Salesperson's Name: _____ Salesperson License#: _____
Broker's Name: _____ Brokerage License#: _____
Brokerage Address: _____

34. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES: Buyer has received Seller's acceptance of this contract if the acceptance was subject to changes. Buyer agrees to accept the changes as written and at unchanged terms.

Signature: [Handwritten Signature] Date: 4-3-17
Signature: [Handwritten Signature] Date: 4-3-17

DISCLAIMER: This form is provided as a service of the Water Wonder and Board of REALTORS. Please refer to the back and cover of the particular transaction to ensure that each section is appropriate for the transaction. The Water Wonder and Board of REALTORS is not responsible for use or misuse of the form for misrepresentation, or for warranties made in or out of the form.

Copyright Water Wonder and Board of REALTORS. Purchase Agreement, Rev 03.2012. Purchaser's initials: [Handwritten initials] Seller's initials: [Handwritten initials]

ADDENDUM A/Land Contract

Addendum date March 23, 2017

Addendum to contract dated March 23, 2017.

between - Robert Krimmel (Hereinafter "Seller")

and Larry J & Cristy A Brown (Hereinafter "Buyer")

Property Address Brudy Rd, Wolverine, MI 49799 20 acres Tax ID # 210-019-200-001-08
(Hereinafter "Premises")

It is understood and agreed by the parties hereto that the subject Buyer Agreement is further conditioned upon the following:

Purchase Price - \$ 25,000

Down Payment - \$2,500

Length of Contract/Balloon Payment - 5 years - payment #60

Amortization Years - 10 years

Payoff Date - 3/30/2022

Monthly Payment Amount - \$297.34

Approx. amount owed at the time the balloon comes due - \$14,291.65

Interest Rate - 10%

Dual Agent - Patty Murphy

Contract Date - March 23, 2017

Close Date (on or before) - March 31, 2017

Possession - At close

The closing shall be conditioned upon Buyer's satisfactory inspection of the premises within two days of closing. Provided that there are no material adverse changes since the date of the Purchase Agreement, Buyer(s) shall proceed to closing.

In any action or proceeding arising out of this agreement, the prevailing party, including any REALTOR (r) so involved, shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.



FOR VALUABLE CONSIDERATION, Buyer gives Seller until March 24, 2017 at 5 pm to accept this addendum as written. Once signed this addendum is a binding agreement.

Buyer (sign) [Signature] Buyer (print) Larry J. Brown
Date 3-24-17

Buyer (sign) [Signature] Buyer (print) Christy Brown
Date 3-24-17

Seller (sign) [Signature] Seller (print) Robert Kimmel
Date 3-24-2017

Seller (sign) _____ Seller (print) _____
Date _____

ADDENDUM A

Addendum date March 23, 2017

Addendum to contract dated March 23, 2017

between - Robert Krimmel (Hereinafter "Seller")

and Larry Brown Jr & Cristy Brown (Hereinafter "Buyer")

Property Address - Brudy Rd, Wolverine, MI 49799 20 acres, tax ID # 210-019-200-001-08
(Hereinafter "Premises")

It is understood and agreed by the parties hereto that the subject Buyer Agreement is further conditioned upon the following:

Closing to be on or before, April 14, 2017.

Buyer not to do any clear cutting or select cutting of the woods on the premises before premises is paid for and under these Land Contract terms.

Only allowed stick built structures to be constructed on the premises before premises is paid for and under these Land Contract terms.

Allow a New 2015 or newer HUD Sectional to be constructed on property - paid for by Buyers

There will be a late charge of \$50 for every 7 days that payment is late.

Buyers to be responsible for all property taxes on the 20 acres, premises while under these Land Contract terms.

In any action or proceeding arising out of this agreement, the prevailing party, including any REALTOR (r) so involved, shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

FOR VALUABLE CONSIDERATION, Buyer gives Seller until March 31, 2017 at 5 pm to accept this addendum as written. Once signed this addendum is a binding agreement.



Buyer (sign) [Signature]
 Buyer (print) Larry Brown Date 4-3-17

Buyer (sign) [Signature]
 Buyer (print) CRISTY BROWN Date 4-3-17

Seller (sign) [Signature]
 Seller (print) Robert Wimmel Date 3-29-2017

Seller (sign) _____

Seller (print) _____ Date _____



CHEBOYGAN COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

CHEBOYGAN COUNTY BUILDING ■ 870 S. MAIN STREET, PO BOX 70 ■ CHEBOYGAN, MI 49721
PHONE: (231)627-8489 ■ FAX: (231)627-3646
www.cheboygancounty.net/planning/

DIMENSIONAL VARIANCE STAFF REPORT

Item: A 160 sq. ft. floor area variance request to allow a dwelling with 560 sq. ft. of floor area. The property is zoned Agriculture and Forestry Management District (M-AF)	Prepared by: Scott McNeil
Date: January 16, 2018	Expected Meeting Date: January 24, 2012

GENERAL INFORMATION

Applicant: Larry Brown

Property Owner: Same

Contact person: Same

Phone: 517-398-3188

Requested Action: Approve a 160 sq. ft. floor area variance request to allow a dwelling with 560 sq. ft. of floor area.

BACKGROUND INFORMATION

The applicant is seeking a 160 sq. ft. floor area variance request to allow a dwelling with 560 sq. ft. of floor area. The site contains 20.67 acres with 325 feet along the front lot line and an average depth of 2,687 feet. The site is located in an Agriculture and Forestry Management (M-AF) Zoning District. A minimum floor area of 720 square feet is required for a dwelling in an M-AF zoning district per section 17.1.

The structure exists on the subject lot. This matter comes to the board as a result of enforcement.

Directions to the site are provided at the end of this report.

Surrounding Zoning:

North: M-AF, Agriculture and Forestry Management District.

West: Same

South: Same

East: Same

Surrounding Land Uses:

Residential and vacant land uses surround the subject site.

Environmentally Sensitive Areas: (steep slopes, wetlands, woodlands, stream corridor, floodplain)

The site contains woodlands and steep slopes. The site does not contain any known sensitive areas.

Public Comments:

None

VARIANCE CONSIDERTIONS

Please note that all of the conditions listed below must be satisfied in order for a dimensional variance to be granted.

General Findings

1. The subject property is located in an Agriculture and Forestry Management (M-AF) zoning district.
2. The applicant is seeking a 160 sq. ft. floor area variance request to allow a dwelling with 560 sq. ft. of floor area.
3. A minimum floor area of 720 square feet is required for a dwelling in an M-AF zoning district per section 17.1.
- 4.

23.5.4. (Rev. 09/11/04, Amendment #36)

A dimensional variance may be granted by the Zoning Board of Appeals only in cases where the applicant demonstrates in the official record of the public hearing that practical difficulty exists by showing all of the following:

23.5.4.1. That the need for the requested variance is due to unique circumstances or physical conditions of the property involved, such as narrowness, shallowness, shape, water, or topography and is not due to the applicant's personal or economic difficulty.

The subject property contains steep slopes which is unique physical condition.

OR, there are no unique circumstances or physical conditions exist and/or the circumstances are due to the applicant's personal difficulty.

23.5.4.2. That the need for the requested variance is not the result of actions of the property owner or previous property owners (self-created).

The need for the variance is due to and steep slopes and is not the result of actions of the property owner or previous property owners.

OR, the placement of a dwelling with 560 square feet of floor area is the result of actions of the current property owner and the need for the requested variance is self-created.

23.5.4.3. That strict compliance with regulations governing area, setback, frontage, height, bulk, density or other dimensional requirements will unreasonably prevent the property owner from using the property for a permitted purpose, or will render conformity with those regulations unnecessarily burdensome.

Conformity with minimum floor area regulations is deemed unnecessarily burdensome due to steep slopes on the lot.

OR, conformance with floor area regulations will allow construction of a dwelling structure which meets the minimum floor area requirement on the site and conformity with minimum floor area regulations is not unnecessarily burdensome.

23.5.4.4. That the requested variance is the minimum variance necessary to grant the applicant reasonable relief as well as to do substantial justice to other property owners in the district.

Due to, steep slopes of the lot, the variance request represents the minimum necessary to grant reasonable relief and do substantial justice to other property owners in the district.

OR, The variance request does not represent the minimum necessary to grant reasonable relief and other options exist and/or granting the variance will not do substantial justice to other property owners in the district.

23.5.4.5. That the requested variance will not cause an adverse impact on surrounding property, property values, or the use and enjoyment of property in the neighborhood or zoning district.

Allowing a 160 square foot minimum floor area variance will not cause an adverse impact on surrounding property, property values or the use and enjoyment of property in the neighborhood or zoning district.

OR, a 160 square foot minimum floor area variance will cause an adverse impact on surrounding property and/or on property values and/or on the use and enjoyment of property in the neighborhood or zoning district.

SUPPLEMENTAL STAFF-SUPPLIED ATTACHMENTS

Map to subject lot. 9365 Brudy Road.



CHEBOYGAN COUNTY ZONING BOARD OF APPEALS

Cherry Capital Connection / Wallace & Ann Savenkoff

Exhibit List

1. Cheboygan County Zoning Ordinance
2. Cheboygan County Master Plan
3. Zoning Board of Appeals Notice of Public Hearing (1 Page)
4. Variance Application (3 Pages)
5. Site Plan (2 Pages)
6. Letter From Tim Maylone (3 Pages)
7. Mailing List (1 Page)
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

Note: Zoning Board of Appeals members have exhibits 1 and 2.

**CHEBOYGAN COUNTY
PLANNING & ZONING DEPT.**
870 S. Main St., PO Box 70
CHEBOYGAN, MI 49721
(231) 627-8489 (TELEPHONE)
(231) 627-3646 (FAX)

USE VARIANCE APPLICATION

\$110.00 APPLICATION FEE

RECEIPT #:	6032
CASH/CHECK:	CC
ACTION /DATE:	

PLEASE PRINT

PROPERTY LOCATION

Address 5339 TWIN TR 5339 TWIN TRAIL DR	City / Village Cheboygan	Township / Sec. /	Zoning District
Property Tax I.D. (Parcel) Number 151-002-300-001-00	Subdivision or Condo. Name / Plat or Lot No.		

APPLICANT

Name Cherry Capital Connection, LLC	Telephone 231-264-9970	Fax 231-264-9945	
Address P.O. Box 866	City & State Elk Rapids, MI	Zip Code 49629	E-Mail tim@cherrycapitalconn

OWNER (If different from applicant)

Name SAVENKOFF, WALLACE & ANNE	Telephone 231-625-2747	Fax N/A	
Address 5339 TWIN TR dr	City & State Cheboygan MI	Zip Code 49721	

Detailed directions to site, including nearest crossroad:

Proceed East on Twin Lakes Rd past the intersection of Doriva Beach road. Just before the curve in the road of Twin Lakes Rd there will be Twin Trail Road. Twin Trail road is a dead end road. The drive way for 5339 Twin trail is just past a set of Mail boxes on the left. Your GPS may show that Twin Trail DR splits the property. However this is a private drive Proceed to the end of the drive just past garage walk 280 feet through the trees south west to find the tower stakes.

Please Note: All applicable questions must be answered completely. If additional space is needed, number and attach additional sheets.

I. Property Information

- A. List all known deed restrictions: None
- B. This property is unplatted, platted, will be platted. If platted, name of plat _____
- C. Present use of the property is: Single family home
- D. A previous appeal has (has not (circle one)) been made with respect to these premises in the last one (1) year. If a previous appeal, rezoning or special use permit application was made, state the date _____, nature of action requested _____ and the decision _____.
- E. Attach a site plan drawn per the attached directions.

SEE ATTACHED

II. Detailed Request and Justification

1. State exactly what is intended to be done on, or with the property which necessitates a variance from the Zoning Ordinance.

SEE NARRATIVE

2. Where owing to special conditions, a literal enforcement of the provisions of this Ordinance would involve practical difficulties or cause unnecessary hardships within the meaning of this Ordinance, the Board shall have power upon appeal in specific cases to authorize such variation or modification as may be in harmony with the spirit of this Ordinance, will assure that public health, safety and welfare is secured and substantial justice done. No such variance for the use provisions of this Ordinance shall be granted unless all of the following facts and conditions exist. All use variance decisions made by the Zoning Board of Appeals are based on the following five (5) standards of the Cheboygan County Zoning Ordinance. **Please explain how the request meets each standard.**

a. There are exceptional or extraordinary circumstances or conditions applicable to the property or to its use that do not apply generally to other properties or uses in the same district.

SEE NARRATIVE

b. Such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the vicinity.

SEE NARRATIVE

c. The granting of the variance will relate only to the property under control of the appellant.

SEE NARRATIVE

d. The granting of the variance will not adversely affect the purposes or objectives of the Zoning Plan of the County.

SEE NARRATIVE

e. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to other property or improvements in the district in which the property is located.

SEE NARRATIVE

The Zoning Board of Appeals members will visit the site prior to the public hearing. Please clearly stake the corners of the proposed building or addition and the nearest property line. **Does the property owner give permission for County zoning officials to enter his or her property for inspection purposes?** Yes No

Owner's Signature Anne M. Sawentoff Ellen Sawentoff Date 12-7-17

AFFIDAVIT

The undersigned affirms that the information and plans submitted in this application are true and correct to the best of the undersigned's knowledge.

Applicant's Signature Jim May Date 12-7-17

SITE PLAN INFORMATION Please include the following on your site plan:

- | | |
|---|---|
| 1. Property Line dimensions and Property shape. | 6. Parcels under separate ownership therein. |
| 2. Front, Rear, & Side setback dimensions. | 7. Road Right-Of-Way (ROW); access or utility easements. |
| 3. Location, shape & size of all existing & proposed buildings on property. | 8. The existing and intended use of the lot and structures. |
| 4. Location of all drives and parking areas. | 9. Place North arrow in space provided. |
| 5. Rivers, lakes, wetlands, or streams within 500 ft. | 10. Other essential zoning information. |

Distance from property line to proposed structure:

Front: ~~425~~ 350 Rear: 100 Side: 100 Side: 800

Zoning District:

P-LS

North:

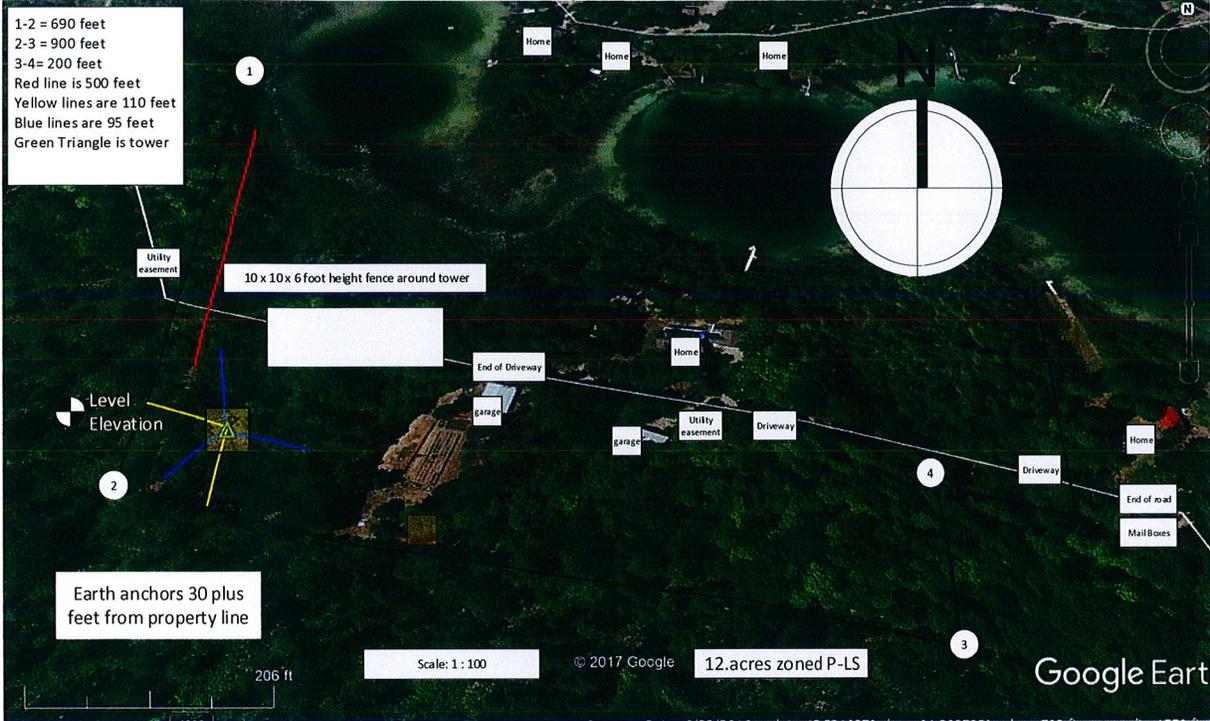
x

SEE SEPERATE SHEETS

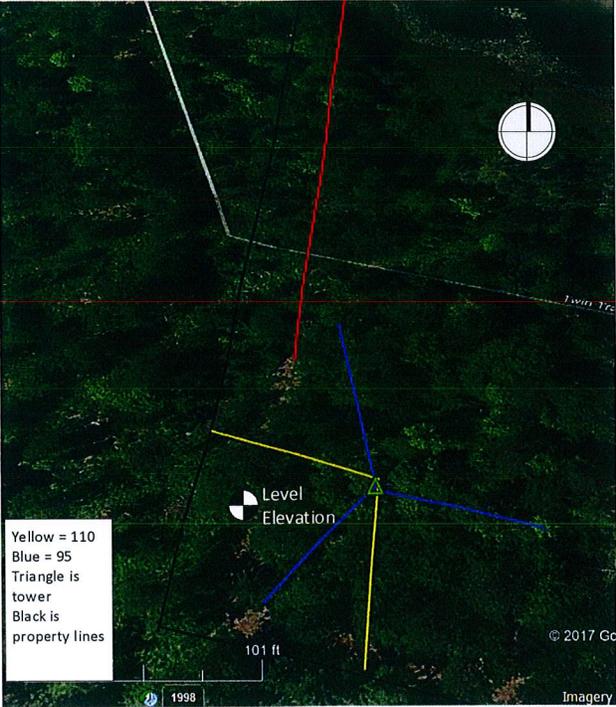
Property: 151-002-300-00100
 Property Owners: Savekoff, Wallace and Anne
 Address: 5339 Twin Trail Dr
 Township: Grant
 County: Cheboygan
 Contractor: Cherry Capital Connection
 Address: 97 Lake Street
 P.O.Box 866
 Elk Rapids Mi, 49629

Prepared by: Tim Maylone – General Manager
 Description: construction of a guy tower, rohn 25 style, 107 feet
 Purpose: Personal wireless, in support of High Speed Internet Access and Telephone.
 Initial delivery: Fixed Point wireless
 Future deliver: Fiber from the tower to the home (FTTH)
 Date: 12-08-2017 Modified 12-21-2017
 Proposed Construction: Middle of February – May 2017
 Engineering 231-735-0451 office 231-264-9970

Network Neighborhood



PARCEL_NO 151-002-300-001-00
 OWNER SAVENKOFF, WALLACE & ANNE H/W
 PRE 100
 legal COM SW COR OF NE1/4 OF SW1/4, SEC 2, T36N,R1E ALSO BEING POB; TH N 2D 30M 40S W 719.66FT TO SHORE OF TWIN LAKES; TH S 21D 6M 1S E 155.09FT; TH S 57D 49M 14S E 334.56FT; TH N 54D 35M 31S E 179.38FT; TH S 7D 24M 8S E 246.03FT; TH N 71D 34M 10S E 168.08FT; TH N 8D 17M 12S E 114.16FT ALL BEING ALG TWIN LAKES; TH S 7D 57M 37S E 431.45FT; TH S 20D 12M 20S E 47.08FT; TH N 76D 33M 45S W 150 FT; TH S 8D 4M 45S E 219FT TO S LI OF NE1/4 OF SW1/4; TH N 76D 33M 45S W ALG SD S LI 918.98FT TO POB, PT OF NE1/4 OF SW1/4, 639/851;796/946



- Tower 12 inches x 12 inches triangle 107 feet above grade
- Cabinet 12 inches x 12 inches attached to tower
- Guy wire anchors at 65 feet and 95 feet
- 5 sets of guys at 27, 47, 67, 87, and 107 feet
- 3 foot deep hole 12 inches in diameter
- No concrete foundation
- No concrete for anchors
- Tower Base Distance from West property line to tower 110 feet
- Tower Base Distance from South property line to tower 110 feet
- Tower Base Distance from East property line to tower 790 feet
- Tower Base Distance from North property line to tower 340 feet
- 10 x 10 x 6 foot locked fencing around tower
- No FAA or MDOT application required
- No Curbing, Barrier free access, carpools, fire lanes
- No lighting required nor utilized
- Dark operations so no consumer traffic, parking when doing maintenance will use existing driveway
- No sidewalks, walkways, bicycle paths, or public use areas
- No TV, Cable, telephone line
- Feed line for service (high speed internet service on page 3)
- No common areas, No landscaping features, No trash receptacles or solid waste, Elevation (site is less then 3 foot of elevation change (flat), No above ground or below ground storage facilities
- See guy tower CTM fall of 50% of height

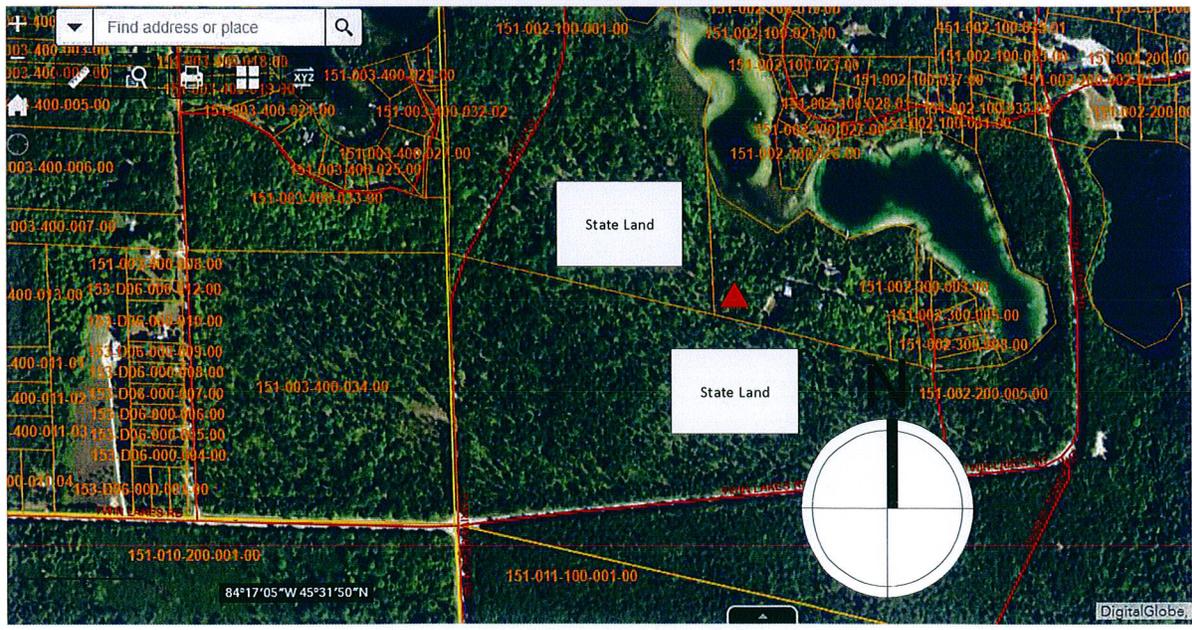
Drawing
 1 inch = 100 feet
 Grade at tower base to
 property lines west and south
 less then 3 feet

Site Plan
 12-7-2017
 Page1
 Updated 12-8-2017
 Updated 12-21-2017

Property: 151-002-300-00100
 Property Owners: Savekoff, Wallace and Anne
 Address: 5339 Twin Trail Dr
 Township: Grant
 County: Cheboygan
 Contractor: Cherry Capital Connection
 Address: 97 Lake Street
 P.O.Box 866
 Elk Rapids Mi, 49629

Prepared by: Tim Maylone – General Manager
 Description: construction of a guy tower, rohn 25 style, 107 feet
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 Initial delivery: Fixed Point wireless
 Future deliver: Fiber from the tower to the home (FTTH)
 Date: 12-08-2017 Modified 12-21-2017
 Proposed Construction: Middle of February – May 2017
 Engineering 231-735-0451 office 231-264-9970

Network Neighborhood



**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Twin Trail
 Location: Cheboygan, MI
 Latitude: 45-31-48.74N NAD 83
 Longitude: 84-16-58.91W
 Heights: 710 feet site elevation (SE)
 128 feet above ground level (AGL)
 838 feet above mean sea level (AMSL)

Site Plan
 12-07-2017
 Page2
 Updated 12-08-17
 Updated 12-21-2017



Cherry Capital Connection, LLC

Northern Michigan's Telecommunication Provider

www.cherrycapitalcommunications.com

P.O. Box 866
Elk Rapids, MI 49629
855-674-4159

Cheboygan County Planning and Zoning Department
Use Variance Application
Savenkoff, Wallace and Anne
5339 Twin Trail Dr
Parcel: 151-002-300-001-00

Cherry Capital Connection, LLC DBA Cherry Capital Communications has been contacted by a number of Grant Township residents asking for improved High-Speed Internet access and telephone services. Cherry Capital Communications is a fixed-point Wireless and Fiber to the Home company. The FCC and FAA have categorized our industry as Title 1 with a designation as Personal Wireless provider. Personal Wireless provider essentially means the equipment on the tower is essentially the same equipment installed at the consumer location. This definition distinguishes us from the cellular or Title 2 companies.

Over the past six months we have met with residents. The reception at the meeting has been positive. To-date over 20 locations have signed our reservation form. The reservation form is their commitment to sign up for our services once the service can be delivered.

Documents:

- 1. Variance Application
- 2. Variance Narrative (separate sheet)
- 3. Site Plan (separate sheet)

Based on the submitted reservation forms and addresses associated with those in attendance at our public meetings the greatest demand is in the Twin Lakes area. This is a unique area of trees, water ways, state land and an airport provide a number of challenges. Zoning is primarily agricultural except the area bordering the lakes and streams which have been designated P-LS.

Variance Application response to section Detailed request and Justification

Item 1: State exactly what is intended

We are requesting a variance to construct a 108 foot, above grade, guy tower that will provide High Speed Internet access and telephone services to the residence associated with the Twin Lakes area. Zoning P-LS does not permit towers.

Challenges

- 1. Need clear line of site to our towers in Levering and Ridge Run road area,
 - a. This would be our backbone locations
- 2. Need close-proximity to the consumer to offset the interference created by the foliage.
- 3. Need placement as it relates to Black Mountain
- 4. Position of an Airport in the neighborhood

P-LS does not allow Towers. It does however allow under a special use permit:

- 1. Camp Grounds, Retail store and Shops, Boat Liveries, Golf Course, Motel and hotels, (Duplexes, Multi-family and Apartment buildings), Assembly and Social events, Housing of Animals, Common Use, Public Access, Restaurants / Bars, Bed and Breakfasts

The request is for a Personal Wireless telecommunication facility.

High Speed Internet	97 Lake Street
Telephone, Parcel:	Elk Rapids, MI 49629
151-002-300-100-00	231-264-9970

Page 1 of 3
Point-to-Point Networking, Hotspots, Fixed Point Internet,
Fiber, Network Design/Management, Intrusion Detection, VPN

6



Cherry Capital Connection, LLC

Northern Michigan's Telecommunication Provider

www.cherrycapitalcommunications.com

P.O. Box 866
Elk Rapids, MI 49629
855-674-4159

The unique characteristics of our tower construction is:

1. Extend no more the 40 feet above tree height canopy and does not exceed 128 feet.
 - a. This site only requires 108 feet
2. Low soil disturbance. We only disturb 10 square feet of soil.
3. Do not modify the water flow
4. Remove minimal vegetation
 - a. Need to ensure clearance for guy wires in three directions
 - b. The site selected and low tree density
 - c. Some small diameter trees will need to be removed or trimmed
5. Small visual form. The tower is 12 inches triangular
6. No concrete base
 - a. Concrete is only used as a fill
7. No roadway access required
 - a. Tower only weights 450 pounds
8. Low power consumption. Less the 1KW per 6 months usage.
 - a. No large transformers required or concrete pad.
9. No constructed cabinet
 - a. We use a prefabricated tool shed to house the power injectors.
10. The tower is located approximately 400 feet from the coast line and is south of a roadway easement that divides the property in half.
11. The location is near an airport. This location has been approved by the FAA with no conditions.

We under stand the purpose of the P-LS zone is to:

1. Avoid excessive Structural encroachment
 - a. **There is a limited structure of 12 inch triangular and a shed 3 x 5 at the base 6 foot in height**
2. Promote High water quality by encouraging natural vegetation
 - a. **Minimal trees will be removed. Roots will remain.**
3. Protect the natural environment.
 - a. **No negative effect on the environment**
4. Promote the general welfare of the county
 - a. **EDC studies show that with increased access to High Speed Internet the quality of life is improved.**

Item 2 (a):

The property owner has a need for High Speed Internet Access and telephone services. Cherry Capital Connection, LLC is uniquely positioned to provide these economically essential services. To deliver services we require the construction of a 108-foot tower. To minimize the impact on future variances, the land owner has agreed to allow Cherry Capital Connection, LLC to use this tower as a network neighborhood repeater.

See list of challenges above

The property is bordered by state land on two sides.

Item 2 (b)

Without a tower this property will be denied High Speed Internet access. Resulting in the land owner from preserving and enjoyment of a substantial property right possessed by other properties on the vicinity. Our definition of vicinity is Grant township.

High Speed Internet 97 Lake Street
Telephone, Parcel: Elk Rapids, MI 49629
151-002-300-100-00 231-264-9970

Page 2 of 3
Point-to-Point Networking, Hotspots, Fixed Point Internet,
Fiber, Network Design/Management, Intrusion Detection, VPN



Cherry Capital Connection, LLC
Northern Michigan's Telecommunication Provider
www.cherrycapitalcommunications.com

P.O. Box 866
Elk Rapids, MI 49629
855-674-4159

Item 2 (c):

Granting the variance effects only this property.

Item 2 (d):

Cherry Capital Connection, LLC understands the purpose of the P-LS zoning designation. It is our opinion and we feel we have demonstrated that the variance would be in harmony with the master plan.

Item 2 (e):

Granting the variance will not be materially detrimental. It is the opinion of Cherry Capital Connection, LLC, and generally expressed by Cheboygan county, the State of Michigan and the federal government, that the delivery of High Speed Internet is extremely beneficial and provides a positive impact on all who have access. Based on the land owner agreeing to use the personal wireless facility as a neighborhood repeater further increases the positive effects of granting this variance.

It is our opinion that we meet, exceed and support the aspects being protected by the P-LS and that there would be no negative effects by installing this personal wireless facility. The economic impact would be considered by many as extremely positive.

After a full review we respectfully request approval of this variance.

Under future action we would request that the planning commission please consider including personal wireless facilities as a permitted use under the Special Use permit.

Cherry Capital Connection, LLC
Tim Maylone – CEO, General Manager
231-735-0451 (cell)

151-002-300-001-00
SAVENKOFF, WALLACE & ANNE H/W
5339 TWIN TRAIL DR
CHEBOYGAN, MI 49721

151-002-300-002-00
CLINE, CHARLENE RUTH
901 AUBURNDALE
YPSILANTI, MI 48198

151-002-100-001-00
STATE OF MICHIGAN
PO BOX 30448
LANSING, MI 48909

151-002-100-026-00
CHAPP, JAMES JR & KAY H/W L/EWPTS
5161 WOODRUN CT
WEST BLOOMFIELD, MI 48323-2277

151-002-200-005-00
STATE OF MICHIGAN
PO BOX 30448
LANSING, MI 48909

151-002-300-007-00
HENKEL, DAVID & MAUREEN H/W
5326 TWIN TRAIL DR
CHEBOYGAN, MI 49721

151-002-300-005-00
WINTERS, LINDA & ROBERT W/H
13469 CECIL BAY RD
CARP LAKE, MI 49718

151-002-300-008-00
LEYKAUF, GEORGE & MARY H/W
4583 S MORRICE RD
OWOSSO, MI 48867

151-002-300-009-00
BRANDT, RAYMOND & STACEY H/W
1662 W BREWER RD
OWOSSO, MI 48867

151-002-300-004-00
HART, RAMON SR & JENNY LEE, TTEES
8991 N BLACK RIVER RD
CHEBOYGAN, MI 49721

151-002-300-003-00
CHAPRNKA, JUDITH
1708 W BREWER RD
OWOSSO, MI 48867

151-002-300-004-00
OCCUPANT
5356 TWIN TRAIL DR
CHEBOYGAN, MI 49721

151-002-300-001-00
OCCUPANT
5339 TWIN TRAIL DR
CHEBOYGAN, MI 49721

151-002-300-009-00
OCCUPANT
5296 TWIN TRAIL DR
CHEBOYGAN, MI 49721

151-002-100-001-00
OCCUPANT
5544 S SMITH RD
ONAWAY, MI 49721

151-002-100-026-00
OCCUPANT
5643 KROUSE RD
CHEBOYGAN, MI 49721

151-002-200-005-00
OCCUPANT
5075 OWENS TOWER RD
CHEBOYGAN, MI 49721

151-002-300-007-00
OCCUPANT
5326 TWIN TRAIL DR
CHEBOYGAN, MI 49721

151-002-300-005-00
OCCUPANT
5340 TWIN TRAIL DR
CHEBOYGAN, MI 49721

151-002-300-008-00
OCCUPANT
5310 TWIN TRAIL DR
CHEBOYGAN, MI 49721



CHEBOYGAN COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

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USE VARIANCE STAFF REPORT

Item: Use Variance Request to allow a communication tower (wireless communication facility) in a Lake and Stream Protection (P-LS) zoning district	Prepared by: Scott McNeil
Date: January 12, 2018	Expected Meeting Date: January 24, 2018

GENERAL INFORMATION

Applicant: Cherry Capital Connection, LLC

Property Owner: Wallace and Anne Savenkoff

Contact person: Tim Milone, Cherry Capital Connection

Phone: 231-264-9970

Requested Action: Allow a use variance for a communication tower (wireless communication facility) in a Lake and Stream Protection District (P-LS)

BACKGROUND INFORMATION

The applicant is requesting a use variance to place a 108 foot tall tower within a Lake and Stream (P-LS) zoning district. The subject property contains 12.67 acres with an average depth of 480 ft. and width of 970 ft. The subject property is improved with a dwelling and accessory structures. Land to the west and south of the subject property is owned by the State of Michigan.

The proposed tower falls under a wireless communication facility use classification. Wireless communication facilities are defined in the zoning ordinance as follows:

WIRELESS COMMUNICATION FACILITIES

Includes transmitters, antenna structures, towers and other types of equipment necessary for providing wireless services and all commercial mobile services, including all those that are available to the public (for-profit or not-for-profit) which gives subscribers the ability to access or receive calls from the public switched telephone network. Common examples are Personal Communications Systems (PCS), cellular radiotelephone services, paging, and wireless internet. Also included are services that are non-licensed, but are deployed through equipment authorized by the FCC and common carrier wireless exchange services designed as competitive alternatives to traditional wireline local exchange providers.

Section 17.13. of the zoning ordinance provides regulation relative Wireless Communication Facilities. Section 17.13.1.a. states as follows (bold emphasis added):

a. May be permitted by the Planning commission after a Hearing, in **D-CM, D-LI, D-GI and M-AF Districts** provided said use shall be located centrally on a contiguous parcel of not less than one (1) times the height of the tower measured from the base of said tower to all points on each property line. The isolation standard may be reduced by up to fifty (50%) percent, if the construction plan, the tower, and its guying/anchoring systems are Certified by a Registered Professional Engineer as being safe from the hazard of falling onto public roads or adjoining properties. All guy wires/cables and anchors shall meet the zoning setback of the district.

Also, Section 17.13.3. states as follows (bold emphasis added):

17.13.3. Wireless communication facilities may be permitted after a public hearing by special use permit, approved for locations in the **Residential Development District (D-RS)**, subject to the following conditions and findings:

There are no other provisions within Section 17.13. which provide other zoning districts where wireless communication facilities may be permitted.

Copies of the subject area from the Zoning Map and the Future Land Use Map are included at the end of this report along with map directions to the subject lot.

Current Zoning: P-LS, Lake and Stream Protection

Surrounding Zoning:

West: P-LS, Lake and Stream Protection

East: P-LS, Lake and Stream Protection

South: Agriculture and Forestry Management

North: Twin Lakes

Surrounding Land Uses:

Vacant land owned by the State of Michigan to the south and west. Residential to the east.

Environmentally Sensitive Areas: (steep slopes, wetlands, woodlands, stream corridor, floodplain)

The subject property is contains frontage on Twin Lakes. There are no other known environmentally sensitive areas on the subject site.

VARIANCE CONSIDERTIONS

Please note that all of the conditions listed below must be satisfied in order for a use variance to be granted.

General Findings:

1. The subject property is located in a Lake and Stream Protection Zoning District (P-LS).
2. The applicant is seeking a use variance to place a 108 foot tall communication tower on the subject property.
3. The proposed communication tower falls within the use classification of a wireless communication facility as defined in the Cheboygan County Zoning Ordinance #200.
4. Wireless communication facilities are not a permitted use in a Lake and Stream Protection Zoning District (P-LS).
- 5.
- 6.

23.5.3. Where owing to special conditions, a literal enforcement of the provisions of this Ordinance would involve practical difficulties or cause unnecessary hardships within the meaning of this Ordinance, the Board shall have power upon appeal in specific cases to authorize such variation or modification as may be in harmony with the spirit of this Ordinance, will assure that public health, safety and welfare is secured and substantial justice done. No such variance for the use provisions of this Ordinance shall be granted unless all of the following facts and conditions exist: (Rev. 09/11/04, Amendment #36)

23.5.3.1. There are exceptional or extraordinary circumstances or conditions applicable to the property or to its use that do not apply generally to other properties or uses in the same district.

The subject property is uniquely located for provision of up to date communication services to the area and proposed to be located 110 feet from the south boundary of the Lake and Stream Protection Zoning District. Other property in the immediate location is owned by the State of Michigan

Or; The applicant has not adequately demonstrated that special conditions exist and that other locations where communication facilities are allowed for service to the area are not available.

23.5.3.2. Such a variance is necessary for the preservation of a substantial property right possessed by other property in the vicinity.

The proposed communication facility is uniquely designed to provide up to date communication services which are available to others in the vicinity.

Or, The applicant has not demonstrated that the proposed communication facility preserves a substantial property right currently possessed by other property in the vicinity.

23.5.3.3. The granting of the variance will relate only to the property under control of the appellant.

The appellant is seeking the use variance only for the property as described in the variance application (exhibit 4) and the existing structure located on the same which is under control of the property owner as provided on the application.

Or,

23.5.3.4. The granting of the variance will not adversely affect the purposes or objectives of the Zoning Plan of the County.

The Cheboygan County Master Plan Future Land Use Map includes that the subject property is the Forest/Agricultural future land use category. The future land use classification is described in the Master Plan as follows:

Forest / Agricultural

The Forest / Agricultural designation is intended to provide areas where management and production of crops and timber is the predominant land use. For comprehensive planning purposes, private lands in Cheboygan County were included in this category to include forestry or agriculture where they are well suited for future farm and forestry use. Forestry operations, farming and pasture are anticipated future uses for this area. Residential uses are consistent with farm and forestry operations when properly designed and located to minimize lands taken out of agricultural or forestry. Mineral extraction, especially sand and gravel operations, is anticipated to continue in the Forest / Agricultural areas. Specific uses directly related to forestry and agriculture, such as sawmills or agricultural product processing, are also consistent with the forest and agricultural classification. Ideally, a parcel size of forty acres or more is consistent with maintaining economically viable forestry and agricultural uses. However, it is also important to recognize that niche, high-value agricultural crops can be grown on as little as 1-2 acres. Open space or cluster residential incentives could encourage maintenance of larger lots for agriculture or forestry use.

Appropriate uses for this area include forestry, agricultural operations, mineral extraction (such as oil & gas production), timber production, sawmills and agricultural product processing centers, smaller niche farming operations, open space or clustered residential. Also, appropriate uses include small to mid-size campgrounds and similar rural tourist lodging uses

A use variance for a communication facility is constant with the Forest/Agricultural future land use category and will not adversely affect the purposes or objectives of the Zoning Plan of the County.

Or: A use variance for a communication facility is not constant with future land uses of the master plan and will adversely affect the purposes or objectives of the Master Plan.

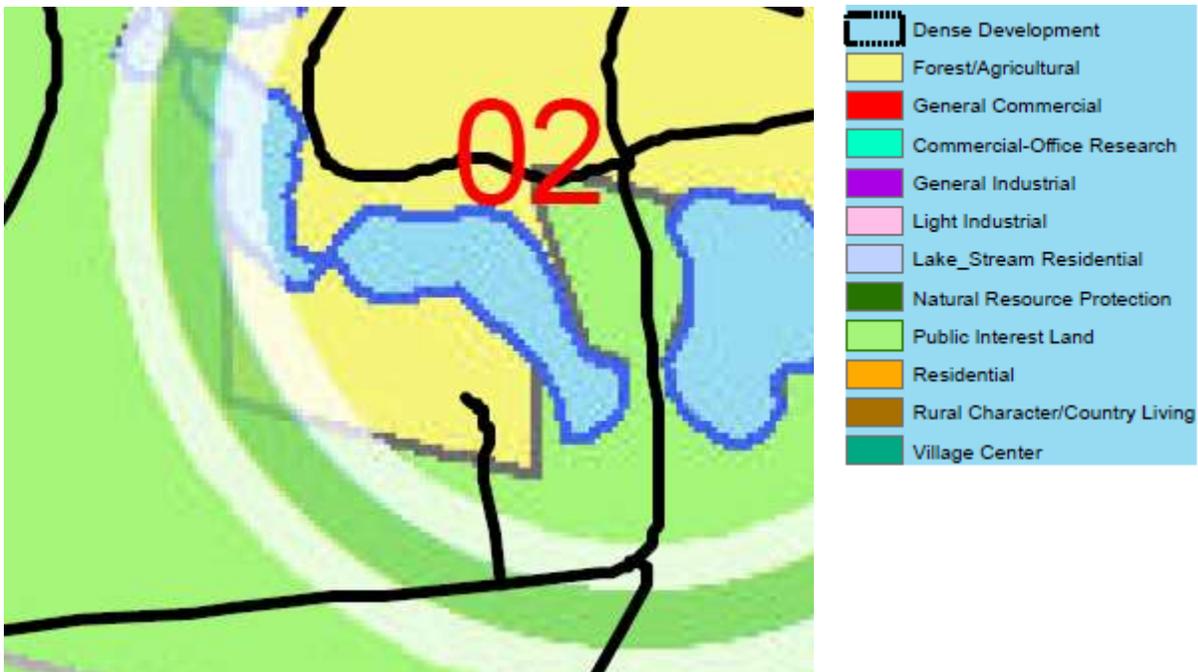
23.5.3.5. The granting of the variance or modification will not be materially detrimental to the public welfare or materially injurious to other property or improvements in the district in which the property is located.

The granting of a variance for 108 foot tall tower and wireless communication facility as proposed in the application will not be detrimental to the public welfare or materially injurious to other property or improvements in the district in which the property is located.

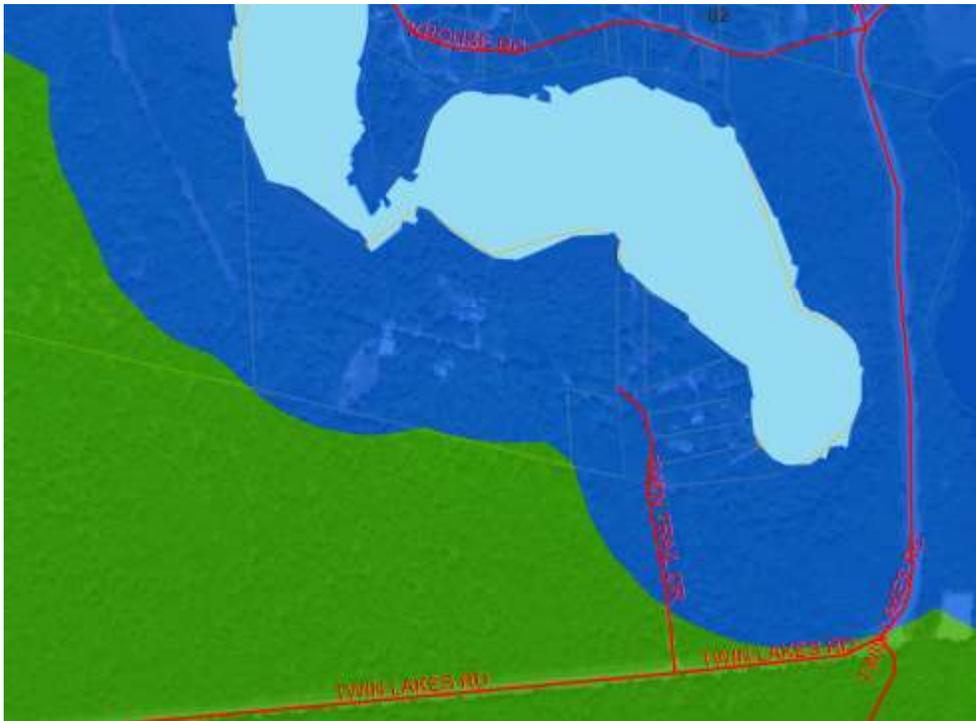
Or, The granting of a variance for a communication facility will be detrimental to the public welfare and/or will be detrimental to the other property or improvements in the district in which the property is located due to _____.

SUPLAMENTAL STAFF – SUPPLIED ATTACHMENTS

Section of the subject area from the Cheboygan County Future Land Use Map.



Subject area zoning. Blue = Lake and Stream Protection (P-LS)
Green = Agriculture and Forestry Management (M-AF)



Directions to the subject property



Detail map to subject location





CHEBOYGAN COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

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Date: January 10, 2018

To: Zoning Board of Appeals

From: Scott McNeil

Re: Zoning Board of Appeals; Rules of Procedure, election of officers and scheduling of regular meetings.

The rules of procedure of the Zoning Board of Appeals require that Officers (Chairperson, Vice Chairperson and Secretary/Recording Secretary) be chosen from its members at its annual meeting held in January of each year.

Also, the rules of procedure require that the regular meetings be scheduled at the annual meeting held in January each year. I expect the board will desire to schedule regular meetings for 2018 for the fourth Wednesday of each month at 7:00 P.M. as currently scheduled. I find no conflicts for the standard meeting date of the fourth Wednesday of each month for 2018.

Please contact me with questions.