



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, APRIL 27, 2022 AT 7:00 P.M.
ROOM 135 - COMMISSIONERS' ROOM
CHEBOYGAN COUNTY BUILDING, 870 S. MAIN ST., CHEBOYGAN, MI 49721

AGENDA

***NOTE THAT THE WEDNESDAY, APRIL 27, 2022 ZONING BOARD OF APPEALS MEETING & PUBLIC HEARING WILL BE IN-PERSON ONLY**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

PUBLIC HEARING AND ACTION ON REQUESTS

1. Kenneth T. McNew - The applicant requests approval of a 100-ft. front setback variance to construct a dwelling on a waterfront property located on the mainstream of the Pigeon River and zoned Natural Rivers Protection (P-NR). Structures shall be 200 feet from the water's edge if the waterfront property is on a mainstream within the P-NR zoning district per Sections 11.3.1 and 17.1 of the Zoning Ordinance. The property is located at 515 Englewood Lane in Ellis Township; Parcel No. 210-013-100-005-00; Section 13.

UNFINISHED BUSINESS

NEW BUSINESS

ZBA COMMENTS

PUBLIC COMMENTS

ADJOURN

CHEBOYGAN COUNTY ZONING BOARD OF APPEALS MEETING & PUBLIC HEARING
WEDNESDAY, MARCH 23, 2022 AT 2:00PM
ROOM 135 – COMMISSIONER’S ROOM - CHEBOYGAN COUNTY BUILDING

Members Present: Charles Freese, Ralph Hemmer, John Moore

Members Absent: Nini Sherwood, Shane David

Others Present: Jen Merk, Jannina Stiles, Steve Stiles, Russell Crawford, Cheryl Crawford, Dan Ellenberger, Megan Ellenberger

The meeting was called to order by Chairperson Freese at 7:00pm.

PLEDGE OF ALLEGIANCE

Chairperson Freese led the Pledge of Allegiance.

APPROVAL OF AGENDA

The agenda was presented. Mr. Freese noted that the agenda has been amended. **Motion** by Mr. Moore seconded by Mr. Hemmer, to accept the agenda as amended. Motion carried. 3 Ayes (Moore, Hemmer, Freese), 0 Nays, 2 Absent (Sherwood, David)

APPROVAL OF MINUTES

Minutes from the October 27, 2021 Zoning Board of Appeals meeting were presented. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to approve the minutes as presented. Motion carried. 3 Ayes (Moore, Hemmer, Freese), 0 Nays, 2 Absent (Sherwood, David)

PUBLIC HEARING & ACTION ON REQUESTS

Steve and Jannina Stiles – The applicants request approval of a 50-ft. front setback variance to construct a dwelling on a waterfront property located on the mainstream of the Lake St. Clair River and zoned Natural Rivers Protection (P-NR). Structures shall be 200 feet from the water’s edge if the waterfront property is on a mainstream within the P-NR zoning district per Sections 11.3.1 and 17.1 of the Zoning Ordinance. The property is located at 10251 Mason Rd. in Forest Township; Parcel No. 231-011-300-001-08; Section 11.

Mr. Freese explained that two of the five members of the Zoning Board of Appeals are not able to attend tonight’s meeting. Mr. Freese stated that because there are five members on the Zoning Board of Appeals, three members have to vote in favor of a request for it to be approved. Mr. Freese stated that if the variance is denied, the applicants are not able to reapply for a variance for one year. Mr. Freese asked Mr. and Mrs. Stiles if they would like to have their request reviewed tonight with only three Zoning Board of Appeals members attending the meeting or if they would like to have their request tabled to the next Zoning Board of Appeals meeting. Mr. and Mrs. Stiles stated that they would like to proceed.

Ms. Merk reviewed information included in the staff report.

Mrs. Stiles explained that the two buildings on the parcel are on skids and are movable buildings.

Mr. Freese questioned Mr. and Mrs. Stiles about their inability to move the proposed dwelling back 50 feet. Mr. Stiles stated that if the building is moved back 50ft. it will put the building over the top of the hill. Mr. Stiles stated that because he plans to have a walkout basement, he will have to remove the hillside towards the river. Mr. Stiles stated he will have to remove 60-70 feet of the hill that is approximately 8ft. in height. Mr. Stiles stated that the proposed garage would have a steep incline. Mrs. Stiles explained that they would have to remove many trees along the hillside. Mrs. Stiles stated that these trees provide shade for the property and the river. Discussion was held regarding trees that will be removed from the property.

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

12. Several other dwellings in the area have received variances for setback from the water equal to or greater than the requested variance.

Mr. Freese asked for public comments.

Ms. Ellenberger stated she owns property to the north of the Mr. and Mrs. Stiles property. Ms. Ellenberger stated that she prefers to not have trees removed. Ms. Ellenberger stated the location for the proposed dwelling is the clearest spot for a building without having to cause any other change to the landscape.

Mrs. Stiles stated that this would be a minimal change as they would not have to take out all of the soil.

Public comment closed.

The Zoning Board of Appeals reviewed and approved the Specific Findings of Fact under Section 23.5.4. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to approve the variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.4. Motion carried. 3 Ayes (Moore, Hemmer, Freese), 0 Nays, 2 Absent (Sherwood, David)

UNFINISHED BUSINESS

No comments.

NEW BUSINESS

Annual Meeting/Election of Officers

Motion by Mr. Moore, seconded by Mr. Hemmer, to nominate Mr. Freese as Chairperson. Motion carried. 3 Ayes (Moore, Hemmer, Freese), 0 Nays, 2 Absent (Sherwood, David)

Motion by Mr. Hemmer, seconded by Mr. Freese, to nominate Mr. Moore as Vice-Chairperson. Motion carried. 3 Ayes (Moore, Hemmer, Freese), 0 Nays, 2 Absent (Sherwood, David)

Motion by Mr. Freese, seconded by Mr. Hemmer, to nominate Ms. Sherwood as Secretary. Motion carried. 3 Ayes (Moore, Hemmer, Freese), 0 Nays, 2 Absent (Sherwood, David)

ZBA COMMENTS

No comments.

PUBLIC COMMENTS

No comments.

ADJOURN

Motion by Hemmer to adjourn. Motion carried. Meeting adjourned at 7:26 pm.

DRAFT

Carol Sherwood, Secretary

CHEBOYGAN COUNTY ZONING BOARD OF APPEALS

Exhibit List

1. Cheboygan County Zoning Ordinance
2. Cheboygan County Master Plan
3. Dimensional Variance Application (4 Pages)
4. Surveys - August 20, 2003 and October 17, 1987 (3 Pages)
5. Dimensional Variance for the subject property approved for William Glass on October 8, 1986. (2 Pages)
6. Septic Permits for the Subject Property (3 Pages)
7. Applicant Supplied Deeds - legal description, ownership and easements (12 Pages)
8. Location/Zoning Map (1 Page)
9. Mailing List (2 Pages)
10. Staff Report and Draft Findings of Fact (9 Pages)
11. Email dated March 15, 2022 from Patrick Ertel/Department of Natural Resources (2 Pages)
- 12.

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

**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

\$150.00

\$150.00 APPLICATION FEE

RECEIPT #:	8383
CASH/CHECK:	1435
ACTION / DATE:	3-23-22

PLEASE PRINT

PROPERTY LOCATION

Address 515 Englewood Lane	City / Village Afton	Township / Sec. Ellis / 13	Zoning District NRP/Ellis
Property Tax I.D. (Parcel) Number 210-013-100-005-00	Subdivision or Condo. Name / Plat or Lot No. N/A		

APPLICANT

Name Kenneth T. McNew	Telephone 239-849-1439	Fax	
Address 3565 Tropical Point Dr.	City & State St. James City, FL	Zip Code 33956	E-Mail coopmcnew@yahoo.co

OWNER (If different from applicant)

Name Same	Telephone	Fax	
Address	City & State	Zip Code	

Detailed directions to site, including nearest crossroad:

From Indian River : M68 East to Afton Rd, South on Afton Rd 2 miles to Englewood Lane,

Follow Englewood Lane East then South at river to end of road and Powerline.

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: Residential / Seasonal
- 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.
A single family residence within the property boundries 100ft from the river. Property is 125' wide by 200' long.
Septic , well and electricty have been in place since 1988. (Requesting a 100-Foot Variance From
the 200-ft. mainstream waterfront setback in P-NR zoning district)
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.
Our property is uniquely burdended by shallowness, shape and required setback because of zoning in effect.
Property is 125 by 200' with a setback requirement of 200' from river.
Raised septic field is at back of property line requiring residence to be in front of it.
- b. That the need for the requested variance is not the result of actions of the property owner or previous property owners (self-created).
Property recorded with easement and right aways following zoning in effect at time since 1958 by L.T. Sutton
Previous owner William Glass was granted a variance to build a residence 100ft from river in 1986. Septic /
well were permitted and in place in 1986. Permit for septic work was granted with work done in 1998 by owner..
- 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
Property is 200' deep so setback of 200' from river will unreasonably prevent us from using property
as residential and those regulations are unecessarily burdonsome. Which prevent us from using the
property for permitted purpose.
- 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.
Variance change from 200" to 100' from rivers edgewill allow residence to be built and conform
to other homes on englewood lane that have set backs of 100' or less.
- 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.
There will be no adverse impact to the property owners in the area.
All residences are at or within 100ft of rivers edge on Englewood lane as well as other homes in the
zoning district.

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 Kenneth T. McNew Date 2-16-22

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 Kenneth T. McNew Date 2-16-22

515 Englewood

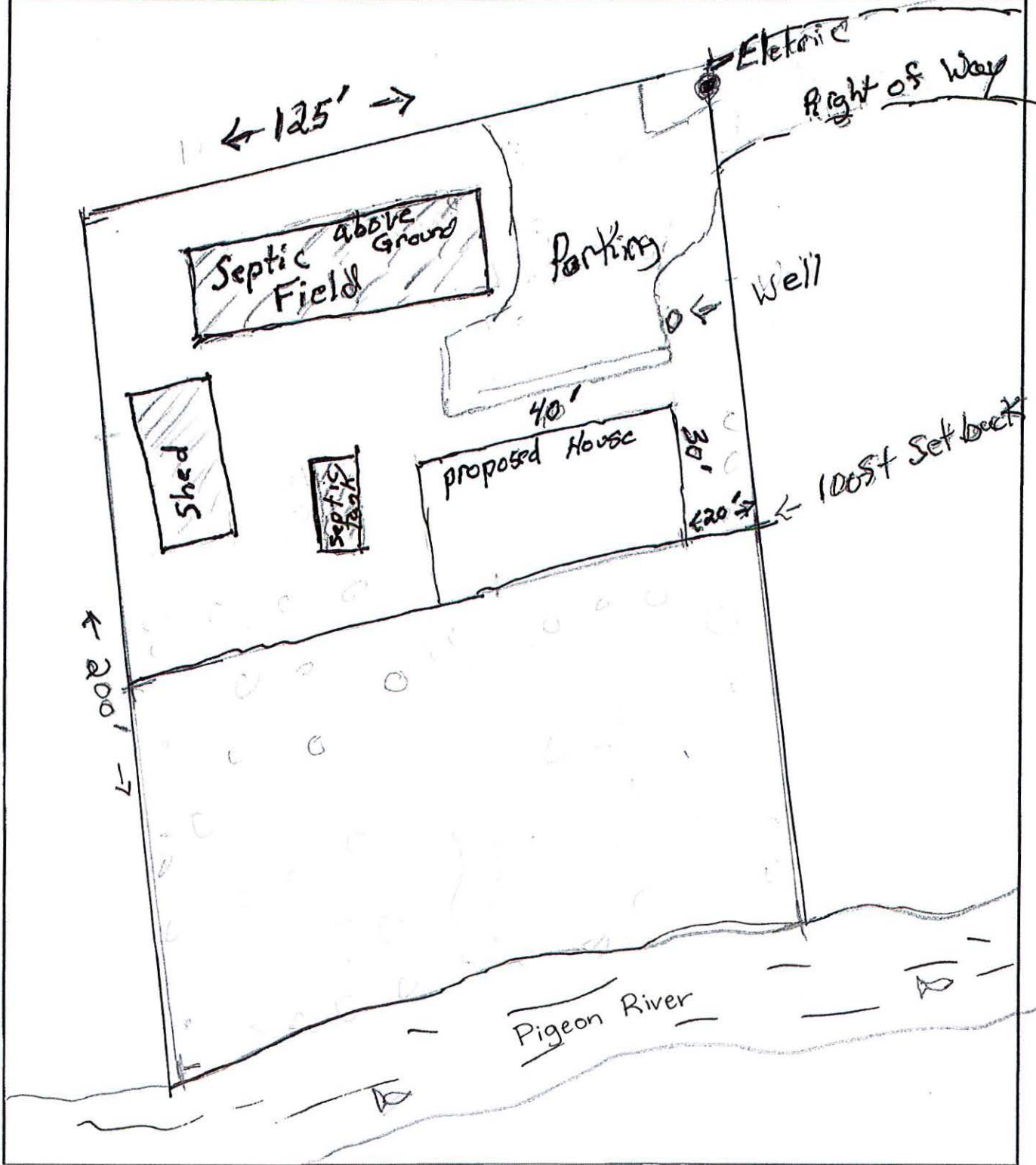
SITE PLAN INFORMATION Please include the following on your site plan:

- | | |
|---|---|
| 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: 100' Rear: 70' Side: 65' Side: 20'

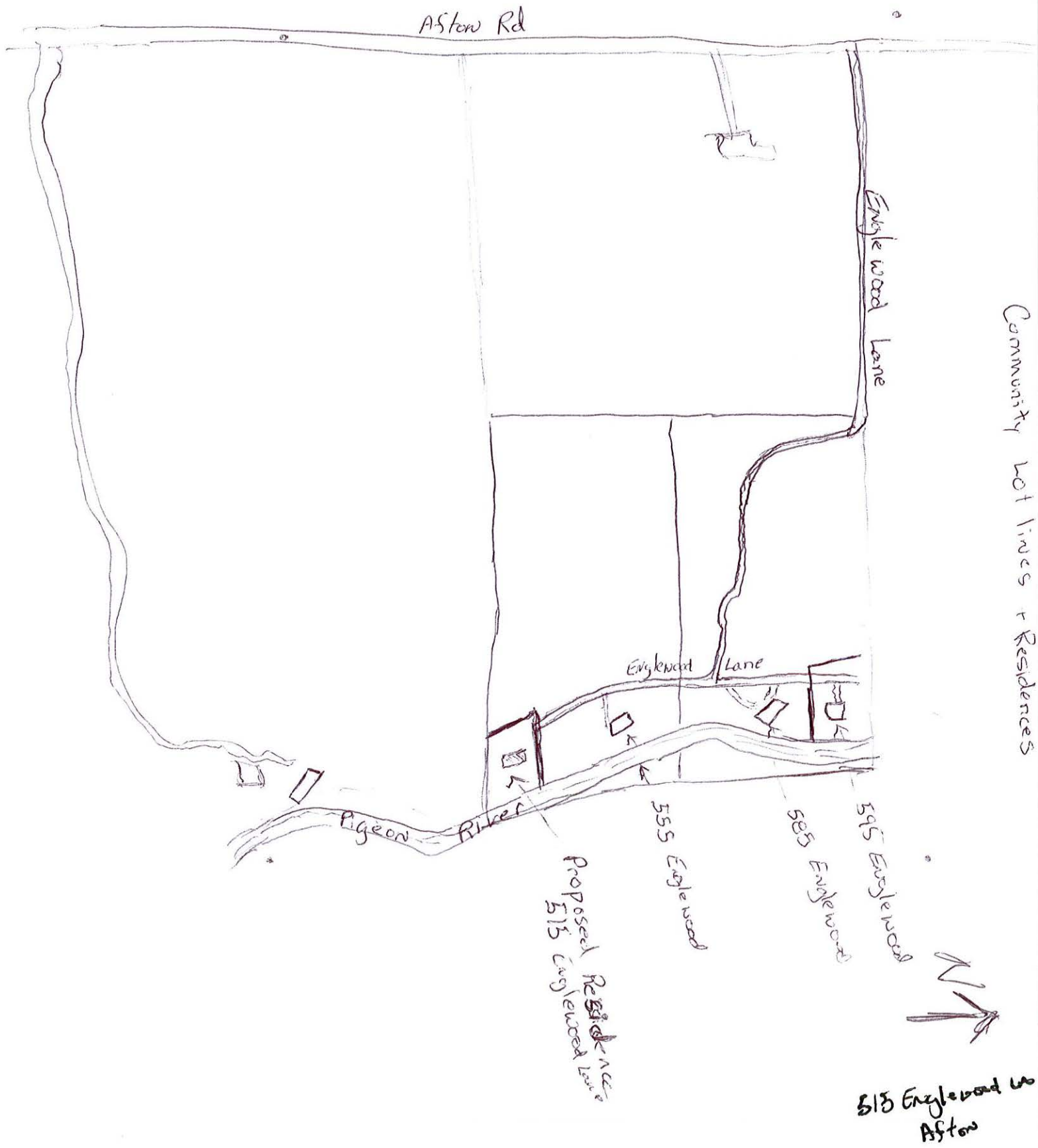
Zoning District:
Ellis

North: 

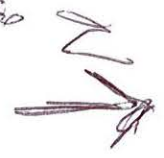


* Septic Field, Septic Tank, Well and Shed were all put in during previous Variance.

Community Overview



Community Lot Lines + Residences



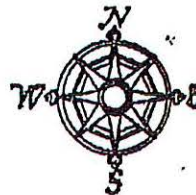
515 Englewood to Aston

Proposed Residence
515 Englewood Lane

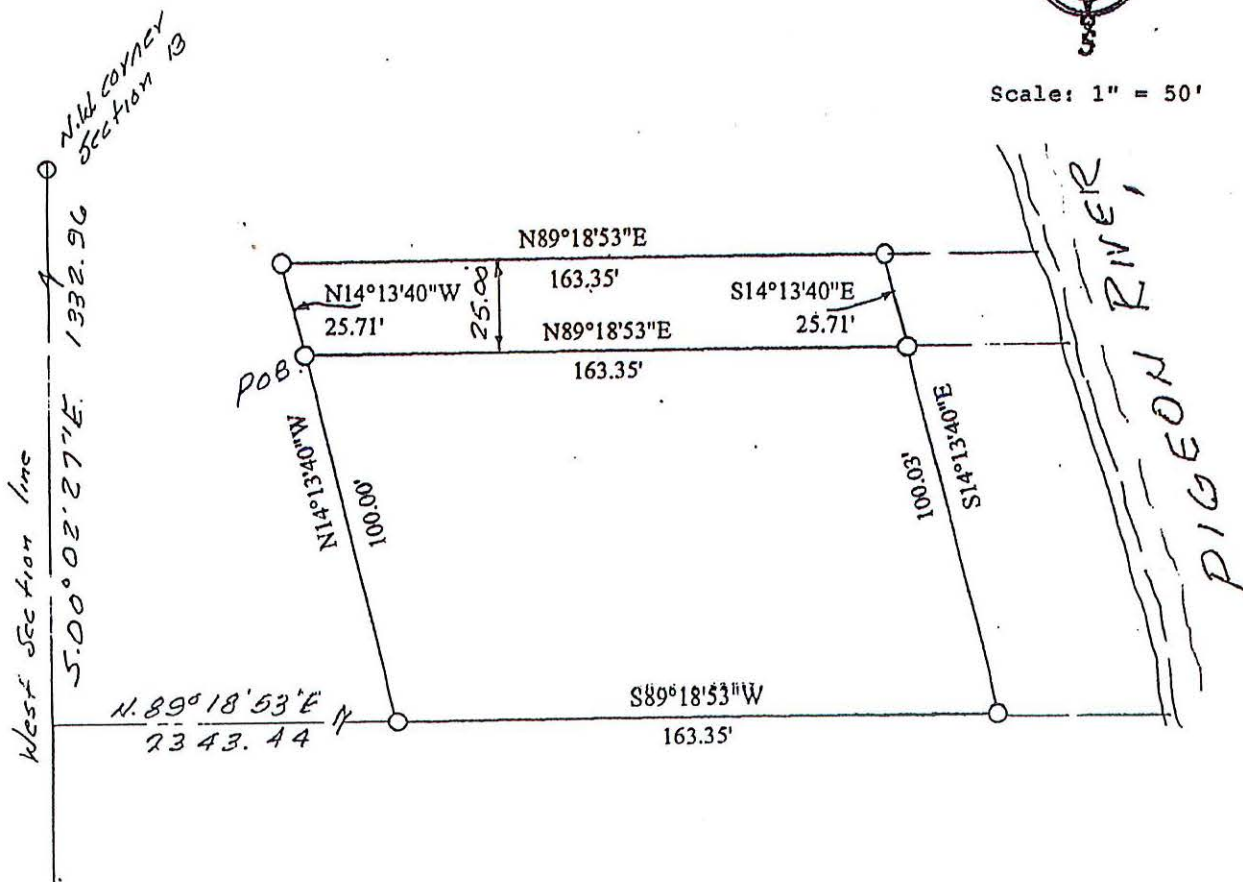
CERTIFICATE OF SURVEY

SURVEY 25' PARCEL TO BE ADDED TO EXISTING PARCEL, PART OF SECTION 13, ELLIS TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN

Legal description; Part of the NE 1/4 of the NW 1/4 of Section 13, T34N, R2W, Ellis Township, Cheboygan County, Michigan: commencing at the Northwest corner of said Section 13; thence S.00°02'27"W. 1332.96 feet along the West line of said Section 13; thence N.89°18'53"E. 2343.43 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 13; thence N.14°13'40"W. 100.00 feet to the point of beginning; thence continuing N.14°13'40"W. 25.71 feet; thence N.89°18'53"E. 163.35 feet; thence along a traverse line on the West bank of the Pigeon River S.14°13'40"E. 25.71 feet; thence S.89°18'53"W. 163.35 feet to the point of beginning, including all land to the water's edge of the Pigeon River along the extension of the sidelines of the above described parcel.

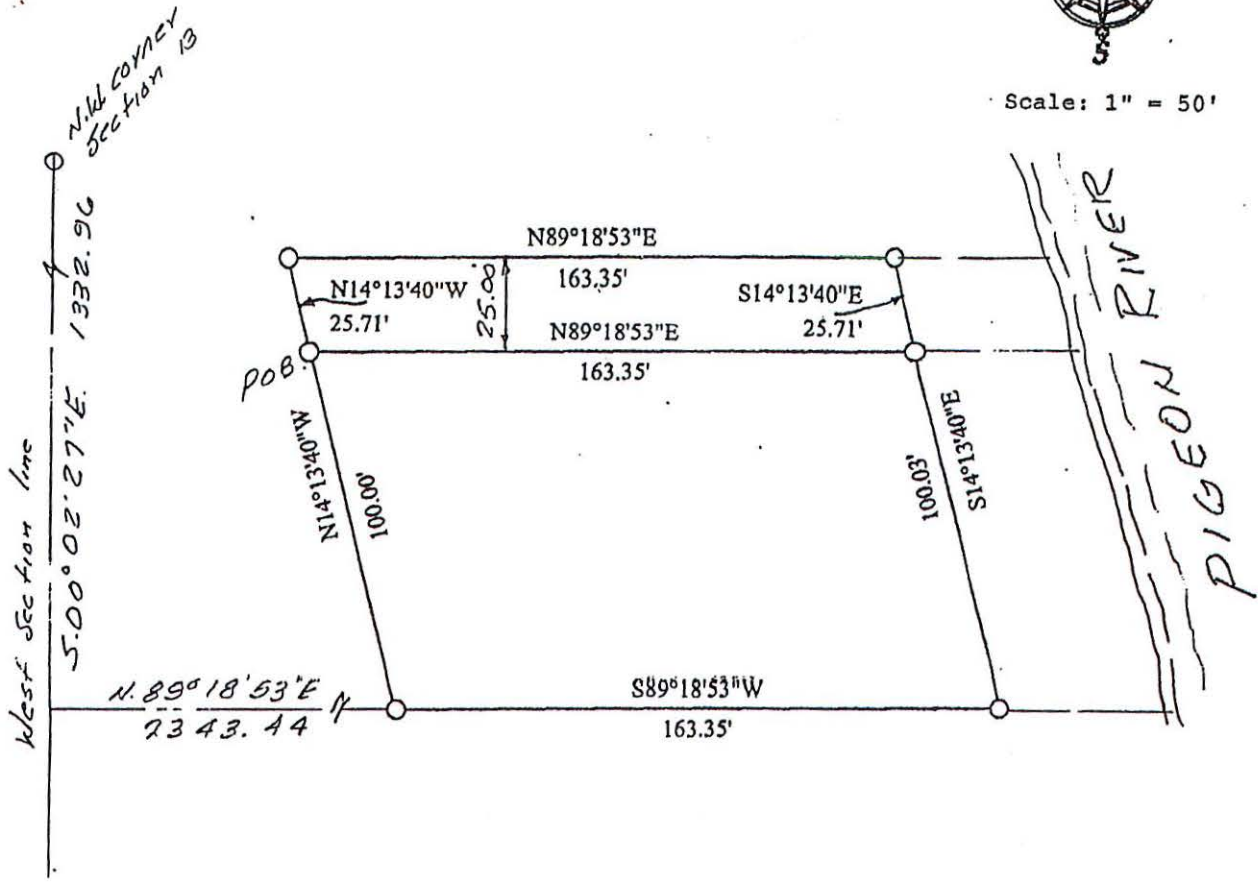


Scale: 1" = 50'





Scale: 1" = 50'



SURVEY FOR:

Shelley McNew, 515 Englewood Lane, Afton, MI 49705

SURVEYOR'S CERTIFICATE:

I hereby certify that we have surveyed the property described and delineated hereon in accordance with Act No. 132, 1970, as amended. The error of closure is less than 1 in 5,000.

Richard C. Dunn

Richard C. Dunn LS No. 12020

7291 Wolverine Road

Wolverine, MI 49799



Date: August 20, 2003

Job No. 03-58

Sheet 1 of 2 sheets

CERTIFICATE OF SURVEY

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 13, T34N, R2W, ELLIS TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN...

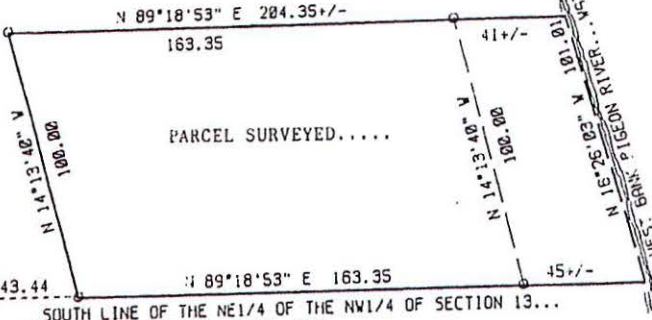
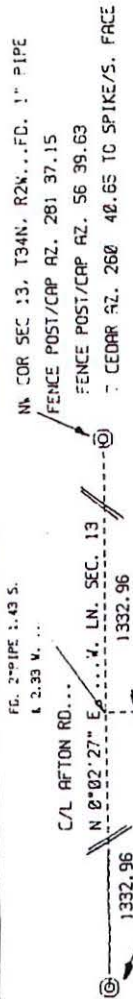
BASIS FOR SURVEY.....

- Original government survey (plat map & notes)
- survey of record, L. 346, Pg. 50
- Cheboygan County Surveyors Records of David Bowen in: -section 13, T34N, R2W, Section 7, T34N, R1W, section 18, T34N, R1W

GOV'T CORNERS.....

North 1/4 Corner section 13, T34N, R2W...set 1/2" rerod at single proportionate position
 6 Ash 16.12 Az. 330
 6 Ash 26.06 Az. 222
 5 Elm 23.00 Az. 175
 fence post 6.81 Az. 132

NE COR SEC 13, T34N, R2W
 Fd. Bowen's rock with cross
 12 Ash 11.66 Az. 213
 8 Basswood 7.70 Az. 115
 6 Elm 10.93 Az. 36



1" = 50'

○ SET 1/2 REROD

SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SECTION 13...

WEST 1/4 COR. SEC. 13, T34N, R2W...

FD. LARGE SPIKE ON FENCE LINE EAST...

SEE PORTER CORNER REC...CHEBOYGAN CO. REC..

PP CAP/NAIL AZ. 32 ..87.90

PP CAP/NAIL AZ. 339 ..83.48

16 MAPLE AZ. 213 ..78.69..SPIKE/E. FACE

GOV'T CORNER...

East 1/4 corner section 13, T34N, R2W set 1/2 rerod at single proportionate position....cor. fence post-South-92.80
 7 maple 29.74 Az. 102, 7 maple 29.09 Az. 149, N/S fence East 3.7 +

DESCRIPTION.....Part of the northeast 1/4 of the northwest 1/4 of section 13, T34N, R2W, Ellis Township, Cheboygan county, Michigan; commencing at the northwest corner of said section 13; Thence S0°02'27"W 1332.96 feet along the west line of said section 13; Thence N89°18'53"E 2343.43 feet along the south line of the northeast 1/4 of the northwest 1/4 of said section 13 to the point of beginning; Thence continuing N89°18'53"E 163.35 feet along said south line of the northeast 1/4 of the northwest 1/4 to a 1/2" rerod stake; Thence along an intermediate traverse line along the west bank of the Pigeon River N14°13'40"W 100.00 feet to a 1/2" rerod stake; Thence S89°18'53"W 163.35 feet; Thence S14°13'40"E 100.00 feet along the southerly extension of a power line to the point of beginning; including all land to the water's edge of the Pigeon River along the extension of the sidelines of the above described; Based on a survey by Michael A. Trowbridge, L.L.S. NO. 27463, done one 10/17/87, being file no. 8784.

GOV'T CORNERS.....

SE COR SEC 13, T34N, R2W

FD. 1" ID PIPE

PP 92.12 Az. 119

fence post 43.32 Az. 31

fence post 52.98 Az. 326

SW COR SEC 13, T34N, R2W

FD PIPE...7 Apple 78.10 Az. 340

PP 49.40 Az. 135

4 Elm 73.06 Az. 73

S. 1/4 COR SEC 13, T34N, R2W

Fd. 1/2" rerod.....

PP 88.85 Az. 253

8 TW. ASH 38.12 Az. 53

RR spike on fence south-

53.00 East



I HEREBY CERTIFY THAT I HAVE SURVEYED, AND MAPPED THE LAND ABOVE, AND THAT THE RATIO OF CLOSURE IS WITHIN 1 IN 5000, AND THAT THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

Michael A. Trowbridge L.L.S. NO. 27463

MICHAEL A. TROWBRIDGE
LAND SURVEYOR

3775 EDWARDS ROAD
 ALANSON, MICHIGAN 49706
 PH. 616 347 8557

SURVEY FOR: BILL GLASS

FILE NO. 8784

F.L.D. BK. NO. 12. PG. 28-

SHEET 1 OF 1

DWN. MAT

CHK. MAT

DATE 10/17/87

ZONING APPEAL BOARD CASES --- 1986

<u>DATE</u>	<u>CASE</u>	<u>ACTION</u>
10/8/86	GLASS, WM. - requests variance to const. a residence 100 ft. from Pigeon River on Lester Routh property, in Sec. 13, T34NR2W, Ellis Twp. Zoned Natural Rivers Protection District.	Granted.
	GOINS, WM. - requests a variance to install a 10 x 40 mobile home and addition on his property at 6433 Munger Rd., Sec. 1, Ellis Twp. Zoned Fo/Ag	Denied because of minimum sq. ft. requirement.
	LABRAM, BART - requests a maximum variance on rear property line to install a 14 x 56 mobile home on Lot 12, Rainbow Lane, Sturgeon River Estates, Mentor Twp. Zoned Lake & Stream.	Granted.
12/1/86	HENDERSON, ANDREA - requests a variance to install a 12 x 55 mobile home at 7484 N. Black River Rd., Sec. 25, Benton Twp. Zoned Fo/Ag.	Granted until June 1, 1987.

CHEBOYGAN COUNTY
CONSTRUCTION CODE DEPT.

P.O. BOX 70
COUNTY BUILDING
CHEBOYGAN, MICHIGAN 48721
(810) 627-3107

Oct. 13, 1986

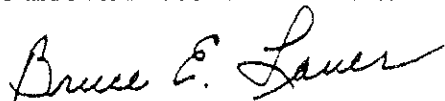
William Glass
4400 Gully Rd.
Harbor Springs, MI 49740

Dear Mr. Glass:

Please be advised that the Cheboygan County Zoning Appeal Board met on Wednesday, Oct. 8, 1986, and took action on your request for a variance to construct a residence 100 ft. from Pigeon River on property owned by Lester Routh, in Sec. 13, Ellis Twp. The Board voted to grant the variance.

Sincerely,

CHEBOYGAN COUNTY ZONING APPEAL BOARD



Bruce E. Lauer,
Chairman

BEL/if

cc: Christine D'Angelo, Supervisor
Marilyn Vizina, Commissioner

P.S. Please obtain your building permit before you commence construction.

515 Englewood
LP

Afton

DISTRICT HEALTH DEPARTMENT NO. 4
AFFIDAVIT
SUB-SURFACE SEWAGE DISPOSAL SYSTEM

Issued at: Alpena [] Adianta [] Cheboygan [x] Rogers City []
Phone: 517-356-4507 517-785-4428 616-627-8850 517-734-4723

On _____, I have contacted the District Health Department No. 4 Sanitarian AB and do hereby certify that all authorized work for this sub-surface disposal system has been completed in accordance with the District Health Department Permit # 26916.

I further certify that I have contacted the District Health Department No. 4 Sanitarian for a final evaluation before this system was to be covered and received permission from him to cover this system.

I further certify that this system, at the time of final completion, has the following construction details:

Permit # 26916 Owners Name: Kenneth T. McNew
Liberty 679/235
Township Ellis Town Aston Range _____ Section# 210-013-100-005-C

*****TO BE COMPLETED BY INSTALLER*****

Septic Tank size: 1000 gallons.
Size of Dosing Tank: 500 gallons.
Distribution box: yes [] no [x]
Type/Model of pump: FWR FD - 2533
Disposal Field Size:
Length 38' feet; Width 20' feet; No. of lines _____
Trenches:
Length 30' feet; Width 8' 1 1/2" feet; No. of lines 1

INSTALLER'S SIGNATURE: Calvin Hultman
DATE SIGNED: 4-29-98

KK

(PLEASE PROVIDE A DETAILED SKETCH OF SYSTEM --THANK YOU)

RECEIVED
MAY 20 1998
DIST. HEALTH DEPT #4

COPY DISTRIBUTION: WHITE - Applicant; YELLOW - Local Health Department; PINK - Installer

515 Englewood Ln
Aston

DISTRICT HEALTH DEPARTMENT NO. 4

APPLICATION FOR A CONSTRUCTION PERMIT TO INSTALL AN ONSITE SEWAGE DISPOSAL SYSTEM

Permit No. **25916**

Parcel No. **210-013-100-005-00**

Issued at: Alpena () Cheboygan (X) Atlanta () Rogers City ()
 Phone: (517) 356-4507 (616) 627-8850 (517) 785-4428 (517) 734-4723

White Application copy
 Yellow Branch Office copy
 Pink Business Office copy
 Gold Installers copy

Home Owner **KEN MC NEW** Phone No. **627-6281**

Mailing Address: **P.O. BOX 304 MULLET LAKE, MI 49761**

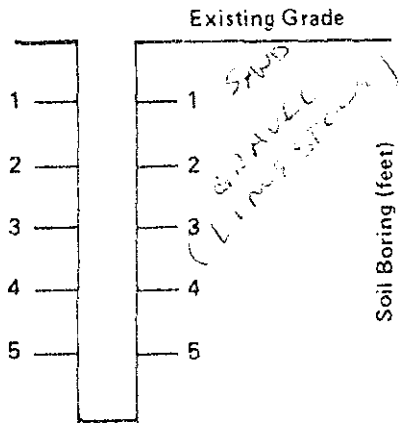
SITE INFORMATION: Township **ELLIS** Town **34** Range **2W** E/W Section **13**

Subdivision Lot # Parcel # Acreage

Directions to Site **M-68 TO AFTON ROAD SOUTH ON AFTON ROAD 2 MILES TO ENGLEWOOD LANE; FOLLOW ENGLEWOOD LANE EAST AND SOUTH TO END OF ROAD**

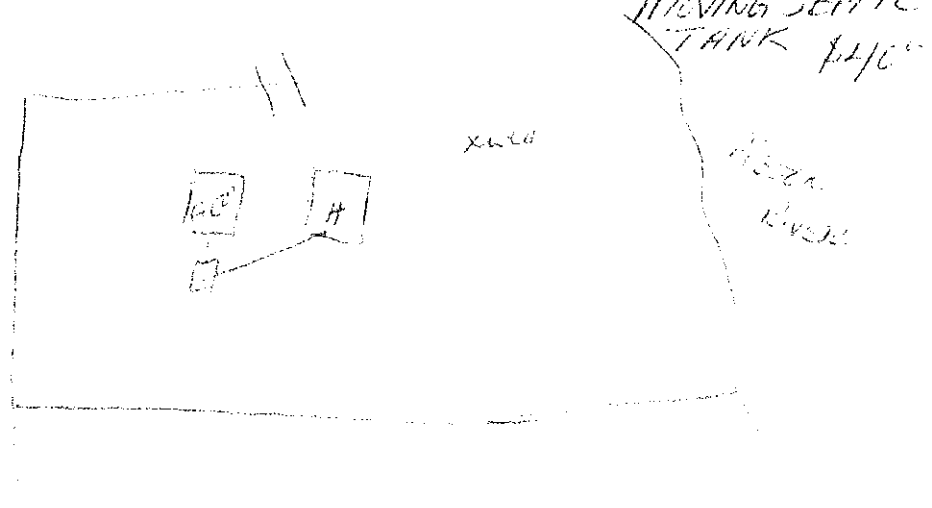
Residence: No. Bedrooms **2** Non-Residential: No. Employees Other **TANK ONLY**

Installer: **DAVE BEEBE** New System () Replacement System (X)



Depth to water table _____
 Boring made by _____
 Date of boring _____
 Flat () Rolling (X) Hilly ()

Plot Plan (Include: Lot size, location of building, wells, sewage systems, lakes, streams, and drainage ditches within 100' of proposed system.)



I hereby certify this information to be true and accurate to the best of my knowledge.

Signed **Kenneth T. McNew**
 Owner (X) Builder () Installer () Other ()

Copy of old permit attached

PERMISSION IS HEREBY GRANTED TO INSTALL THE FOLLOWING:

Septic Tank gal. Dosing Tank gal. Gallons/Dose

Absorption Area sq. ft. Bed. OR sq. ft. Trench

Filled Sites-Depth of fill inches Type of fill

APPLICATION APPROVED BY **Kyle P. ...** Date **4/20/98**

FEE
 TANK ONLY
 \$ **40.00**

Ck. No. **740**

Date **4/20/98**

Received By

BR. COR#17166

Special Instructions:

1) PERMISSION IS GRANTED TO MOVE THE SEPTIC TANK BECAUSE TO MAINTAIN SOIL QUALITY TO THE WELL.

2) Call for FINAL - (may use)

As Built Sketch

**515 Englewood Ln
Afton**

DISTRICT HEALTH DEPARTMENT NO. 4

APPLICATION FOR A CONSTRUCTION PERMIT TO INSTALL AN ONSITE SEWAGE DISPOSAL SYSTEM

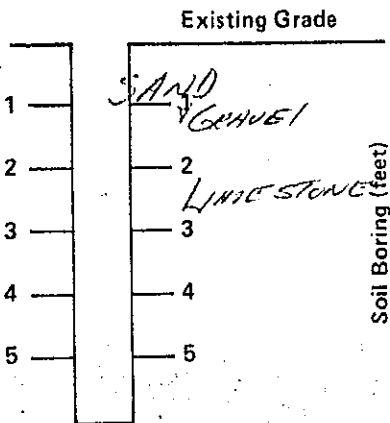
Permit ~~1117~~ 73

Issued at: Alpena () Cheboygan (X) Atlanta () Rogers City ()
Phone: (517) 356-4507 (616) 625-9850 (517) 785-4428 (517) 734-4723

White Application copy
Yellow Branch Office copy
Pink Business Office copy
Gold Installers copy

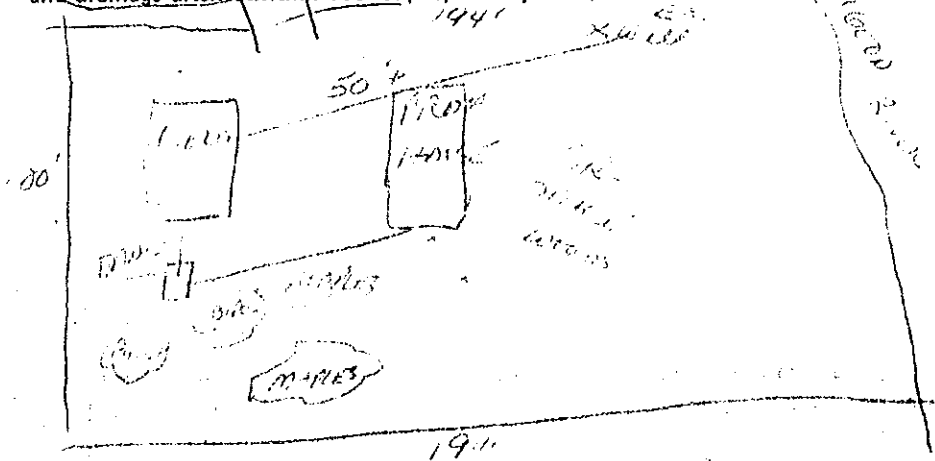
Home Owner William Glass Phone No. 616-526-7060
Mailing Address. 4400 Gully Road, Harbor Springs, 49740

SITE INFORMATION: Township Ellis Town 34 N Range 2 Section 13
Subdivision Lot # Parcel # 100-005 Acreage .5
Directions to Site M-68 to After Rd - South on After Rd. 2 miles to
Englewood Lane & follow Englewood Lane East & South to end
of road.
Residence: No. Bedrooms. 1, 2, 2 Non-Residential: No. Employees Other
Installer. owner New System (X) Replacement System ()



Depth to water table SURFACE
Boring made by McIntosh
Date of boring 9-23-86
Flat () Rolling (X) Hilly ()

Plot Plan (Include: Lot size, location of building, wells, sewage systems, lakes, streams, and drainage ditches within 100' of proposed system.)



I hereby certify this information to be true and accurate to the best of my knowledge.
Signed William Glass

Owner (X) Builder () Installer () Other ()

PERMISSION IS HEREBY GRANTED TO INSTALL THE FOLLOWING:

Septic Tank 800 gal. Dosing Tank 500 gal. Gallons/Dose 300
Absorption Area 600 sq. ft. Bed. sq. ft. Trench
Filled Sites-Depth of fill 24 inches Type of fill SAND
APPLICATION APPROVED BY Mike McIntosh Date 9/25/86

FEE
\$ 45.00
Ck. No. 2750
Date 9/19/86
Received By BE Co #6467

Special Instructions:

- ① DRAINFIELD MUST BE LOCATED 100' OR MORE FROM THE ~~STATION~~ RIVER
- ② SEPTIC SYSTEM MUST BE LOCATED 50' OR MORE FROM THE WELL AND ALL DITCHES
- ③ 24" OF SAND FILL IS TO START ON TOP OF HIGHEST POINT OF PRESENT GRADE. DRAINFIELD TO START IN SAND FILL.

As Built Sketch:

515 Englewood Ln
After



This Indenture, Made this 18th day of September

in the year of our Lord one thousand nine hundred and Fifty-eight.

BETWEEN Roswell Burrows and Elizabeth E. Burrows, his wife. Saginaw, Michigan. of the first part, and L.T. Sutton and Grace E. Sutton, Husband and Wife. 5186 Cakhill Road. Clarkston, Michigan.

Witnesseth. That the said part 1es of the first part, for and in consideration of the sum of One Dollar and Other Valuable Considerations - - - - - Dollars, to them in hand paid by the said part 1es of the second part, the receipt whereof is hereby confessed and acknowledged, do es by these presents grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, and their heirs and assigns. FOREVER, all that certain piece or parcel of land situate and being in the Township of Ellis County of Cheboygan and State of Michigan, and described as follows, to-wit:

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 34 North of Range 2 West, Cheboygan County, Michigan. Excepting therefrom the Right-of-Way of the Old Michigan Central Railroad bed.

156 OFFICE OF Treasurer of Cheboygan County Cheboygan, Mich 10-7-1958 There is hereby certified that no Tax liens or Taxes held by the State or any individual against the land described, and all Taxes on same are paid for five years previous to the date of instrument, as appears by the records in my office. Augusta Matthews County Treasurer

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said part 1es of the second part and to their heirs and assigns. FOREVER. And the said Roswell Burrows and Elizabeth E. Burrows parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part 1es of the second part their heirs and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever



515 Englewood Ln Astor

This Agreement made this 8th day of JANUARY A.D. 1958,
 between Peter C. Hanel and Nellie K. Hanel, husband and wife, of
 Route #1, Afton, Michigan, hereinafter called the parties of the first
 part and Lawrence T. Sutton and Grace M. Sutton, husband and wife, of
 5186 Oakhill Rd., Clarkston, Michigan, hereinafter called the parties
 of the second part.

Whereas the first parties are the owners of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and
 the W $\frac{1}{2}$ of the SE $\frac{1}{4}$, all in Section 12, Township 34 North, Range 2 West,
 and

Whereas the parties of the second part are the owners of the NE $\frac{1}{4}$
 of the NW $\frac{1}{4}$ of Section 13, Township 34 North, Range 2 West, and

Whereas the parties of the second part have no access to the
 County Road on the West side of Section 12, Township 34 North, Range
 2 West.

Now therefore, in consideration of the sum of \$1.00 and other
 valuable consideration, as hereinafter set forth, the parties of the
 first part hereby grant to the parties of the second part, a 24 foot
 and 150' of the W $\frac{1}{2}$ of SE $\frac{1}{4}$ of
 easement along the South line of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, Township 34
 North, Range 2 West, to connect with the County Road on the West
 side of Sections 12 and 13, Township 34 North, Range 2 West.

The parties of the second part hereby agree to erect a fence on
 the North side of the above described easement on or before June 1,
 1959.

The parties of the second part hereby agree to build and
 to maintain said
 easement at their own expense.

WITNESSES:

Russell L. Potter

Phyllis Schultz

Peter C. Hanel
 Peter C. Hanel

Nellie K. Hanel
 Nellie K. Hanel

Lawrence T. Sutton
 Lawrence T. Sutton

Grace M. Sutton
 Grace M. Sutton

This Instrument re-recorded to correct description.

AUG 20 1965

STATE OF MICHIGAN
 COUNTY OF CHEBOYGAN
 LOCAL #

RECEIVED DAY OF
 AUGUST 1958 AT \$1.05

Blair H. Fisher
 REGISTERED CLERK

REC 197 29

STATE OF MICHIGAN)
County of Cheboygan) SS.

On this 5th day of January in the year one thousand nine hundred and fifty-~~eight~~^{Nine} before me, a Notary Public in and for said County personally appeared Peter C. Hanel and Nellie K. Hanel, husband and wife, and Lawrence T. Sutton and Grace M. Sutton, husband and wife, to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

Russell L. Potter
Russell L. Potter
Notary Public Cheboygan County, Michigan
My Commission expires March 11, 1962

STATE OF MICHIGAN | RECEIVED JAN 5 1962
COUNTY OF CHEBOYGAN |
A. B. 18-10-11-10
James M. Fisher
REGISTER OF DEEDS

Conveyance of Easement for Right of Way

KNOW ALL MEN BY THESE PRESENTS:

That I/we LAURENCE SUTTON, and GRACE SUTTON

Husband and wife of the County of Cheboygan

and the state of Michigan, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto PRESQUE ISLE ELECTRIC COOPERATIVE, Inc., a corporation, and to its successors or assigns the right to enter in and upon our lands situated in said County of Cheboygan State of Michigan and described as follows, to-wit:

NE 1/4 of N W 1/4 of Sec 13, T 34 N, R 2w, ELLIS Twp. Cheboygan Co.

and to construct, operate, replace, repair and maintain thereon and in or upon all roads abutting said land, an electric transmission distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and remove brush and overhanging branches, and use non-toxic spray materials to the extent necessary to keep them clear of the primary conductor by at least twenty feet. Also to remove such trees from outside the twenty foot clearance as have been damaged, or have reached the state of maturity, where they are in danger of falling on the line.

All damage to the property of the grantor (other than to trees) caused by maintaining, replacing or repairing said electric system shall be borne by the grantee, its successors or assigns.

The undersigned grantors covenant that the above described land is free and clear of encumbrances and lines of whatsoever character except

JUL 10 1966

STATE OF MICHIGAN RECEIVED... COUNTY OF CHEBOYGAN... A.D. 19... AT 2:40 O'CLOCK P.M. Glenn H. Fisher REGISTER OF DEEDS

IN WITNESS WHEREOF, the said undersigned grantors have set their hands and seals this

1 day of July, 1966.

Signed, Sealed and Delivered in Presence of:

Arnold Wang Owen Mason Lawrence L. Sutton Grace Sutton

State of Michigan

County of Cheboygan

On this 10 day of July, A. D. 1966, before me a notary public in and for said County, personally appeared Lawrence Sutton and Grace Sutton

Husband and Wife to me known and severally acknowledged that they executed the foregoing instrument as their free act and deed.

THIS INSTRUMENT PREPARED BY Arnold Wang Notary Public in and for Cheboygan Co. acting for Presque Isle Elec. Coop. Inc. ONAWAY, MICHIGAN. 49765. My Commission expires March 3, 1969.

515 Englewood Lane

SCHEDULE B-II
(EXCEPTIONS)

- (1) Taxes and Assessments due and payable subsequent to the date of this commitment.
- (2) Any discrepancies or conflicts in boundary lines, any shortages in area or any encroachment or overlapping of improvements.
- (3) Any facts, rights, interests or claims which are not shown by public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
- (4) Easements, liens, encumbrances or claims thereof, which are not shown by the public record.
- (5) Any lien or right to lien for services, labor or material imposed by law and not shown by public record.
- (6) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
- (7) Land Contract vendee's interest of William F. Glass and Randal R. Glass, husband and wife, as evidenced by Affidavit of Purchaser's interest in Land Contract, dated November 6, 1986 and recorded November 21, 1986 in Liber 470, Page 242, Cheboygan County Records.
- (8) Terms, conditions and covenants of unrecorded Land Contract and Affidavit of Purchaser's interest in Land Contract recorded in Liber 470, Page 242, Cheboygan County Records.
- (9) Rights of the public and of any governmental unit in any part thereof taken used or deeded for street, road or highway purposes.
- (10) Right of the United States, State of Michigan, and the public for commerce, navigation, recreation and fishery in any portion of the land comprising the bed or waters of Pigeon River.
- (11) The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Pigeon River.
- (12) Right of Way in favor of Presque Isle Electric Cooperative, Inc. on, over, under and across subject property as recited in Liber 263, Page(s) 145, Cheboygan County Records.
- (13) Ingress and egress appears to be by a private easement as described in Deed recorded in Liber 294, Page 10 and in Agreement recorded in Liber 255, Page 303, Cheboygan County Records.

Lawyers Title Insurance Corporation

Form 561 1-68
WARRANTY DEED—Statutory Form
C.L. 1948, 665.151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That L. T. SUTTON and GRACE M. SUTTON, his wife,
whose address is Route #1, Afton, Michigan

Convey(s) and Warrant(s) to LESTER ROUTH and FLORA ROUTH, his wife,
whose address is 28373 Fellician, Roseville, Michigan 48066

the following described premises situated in the Township of Ellis
County of Cheboygan and State of Michigan, to-wit:
Northeast 1/4 of Northwest 1/4, Section 13, Township 34 North, Range 2 West, described
as follows: Commencing at the intersection of the West bank of the Pigeon River and the
South line of the Northeast 1/4 of the Northwest 1/4 Section 13, T. 34 N., R. 2 W., 100
feet Northwest along river bank; thence 194 feet west to power line; thence South 10 degrees
East along the power line, 100 feet to the South line of the Northeast 1/4 of the Northwest
1/4; thence 194 feet along the said South line of the Northeast 1/4 of the Northwest 1/4 to
starting point. Also easement of right of way along power line across the Northeast 1/4
of Northwest 1/4 Section 13, for the purpose of ingress and egress.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,
for the full consideration of Eight Hundred Dollars (\$800.00).
subject to

Dated this 28th day of October A. D. 19 68

Witnesses:

Signed and Sealed:

C. Bryan Kinney
C. Bryan Kinney
Charlotte Everly
Charlotte Everly

L. T. Sutton (L.S.)
L. T. Sutton
Grace M. Sutton (L.S.)
Grace M. Sutton

STATE OF MICHIGAN } ss.
COUNTY OF _____



On this 28th day of October A. D. 19 68 before me personally
appeared L. T. Sutton and Grace M. Sutton, his wife,
to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed.

My commission expires February 2, A. D. 19 71

Notary Public *C. Bryan Kinney* County, Michigan
Business Address 206 Pontiac Mail Office Building
Address Pontiac, Michigan 48053

OFFICE County Treasurer's Certificate
Treasurer of Cheboygan County Cheboygan, Mich., 2 3 1968 City Treasurer's Certificate JUL 3 - 1968
I hereby certify that there are no Tax Liens or Titles held by the State or
any individual against the within described and all Taxes on same are paid
for five years previous to the date of instrument as appears by the records
in my office.

Recording Fee _____
State Revenue Stamps 1.10
When recorded, return to LIBER 294 PAGE 10

TITLE INSURANCE — ABSTRACTS — ESCROWS

TITLE INSURANCE — ABSTRACTS — ESCROWS

STATE OF MICHIGAN }
County of Cheboygan } SS.

On this 5th day of January in the year one thousand nine hundred and fifty-~~eight~~^{Nine} before me, a Notary Public in and for said County personally appeared Peter C. Hanel and Nellie K. Hanel, husband and wife, and Lawrence T. Sutton and Grace M. Sutton, husband and wife, to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

Russell L. Potter

Russell L. Potter

Notary Public Cheboygan County, Michigan

My Commission expires: March 11, 1962

STATE OF MICHIGAN | RECEIVED JAN 5 1959
COUNTY OF CHEBOYGAN | DAY OF
CLOCK *P.* | A. M. AT 3:16
Anne P. Fisher
REGISTRY OF DEEDS

LIBER 197 PAGE 30

LIBER 255 PAGE 304

RECEIVED JUL 12 1973 DAY OF AT 2:30

Land Contract CHEBOYGAN WITH ALTERNATE TAX AND INSURANCE PROVISION (1941 N 8473-17)

Signature of Deeds



This Contract, Made this 6th day of June 1973, between Laurence T. Sutton, sometimes written L.T. Sutton, and Grace M. Sutton, (his wife) hereinafter referred to as the "Seller," whose address is Route No. 1, Afton, Michigan, 49705 and STEPHEN G. AMENT, and FRANCES B. AMENT, (his wife) hereinafter referred to as the "Purchaser," whose address is 7 South Manitou Street, Clawson, Michigan, 48017

Witnesseth: 1. THE SELLER AGREES AS FOLLOWS: (a) To sell and convey to the Purchaser land in the County of CHEBOYGAN, Michigan, described as North 1/2 of Northeast 1/4 of Northwest 1/4, Section 13 except beginning at intersection of North Section line of Section 13 and West bank of Pigeon River thence 200 feet West on section line thence 200 feet South thence 200 feet East more or less to river thence 200 feet North to Point of Beginning, Section 13, Town 34 North, Range 2 West. Also including an easement for ingress and egress across the South 24 feet of the S.W. 1/4 of S.W. 1/4 and S. 150 ft. of the W. 1/2 of S.E. 1/4 of S.W. 1/4, Sec. 12, Town 34N, Range 2W as recorded in Liber 197 Page 29 and recorded in Liber 255 Page 30, Cheboygan County Records.

See Additional Clauses together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is: THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS, of which the sum of TEN THOUSAND (\$10,000.00) DOLLARS, has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS, is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of Seven (7%) per cent. per annum while the Purchaser is not in default, and at the rate of Eight (8%) per cent. per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of TWO HUNDRED (\$200.00) DOLLARS each, or more at Purchaser's option, on the 22nd day of each month, beginning July 22, 1973; said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within 10 years from the date hereof, anything herein to the contrary notwithstanding.

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the BURTON ABSTRACT AND TITLE COMPANY of Detroit. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

2. THE PURCHASER AGREES AS FOLLOWS: (a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided. (b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon. (c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid. If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is invested in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of _____ DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

(f) That he has examined a Title Insurance Policy dated October 3, 1972 covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

Parties: Description of Premises: Terms of Payment: Seller's Duty to Convey: To furnish Title Evidence: Purchaser's Duties: To Pay Taxes and keep Premiums Insured: Alternate Payment Method: Interest amount, if advance monthly installment method of taxes and insurance is to be adopted: Acceptance of Title and Premises

on Premises

Mortgage by Seller

Encumbrance on Seller's Title

Non-payment of Taxes or Insurance

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven per cent. per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate applicable during Purchaser's default as set forth in Paragraph 1(b) hereof.

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, service of such notice shall be preceded by a notice of intent to forfeit the contract served at least ten days prior thereto.

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

Subject to the rights of the public and of any governmental agency, and of any party, thereof taken, used or deeded for street, road or highway purposes, all tenants of the NE 1/4 of NW 1/4 said section 13 have ingress and egress on all existing roads and said easement to Section 13.

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed in the presence of:

Harmon A. Fritch
Harmon A. Fritch

John R. Fritch
John R. Fritch
DEEP 339 PAGE 256

Laurence T. Sutton
LAURENCE T. SUTTON

Grace M. Sutton
GRACE M. SUTTON

Stephen G. Ament
STEPHEN G. AMENT

Francis B. Ament
FRANCIS B. AMENT

Use this Acknowledgment Form for Individuals

STATE OF MICHIGAN

COUNTY OF Orkney

On this 6th day of June in the year One Thousand Nine Hundred Seventy-Three

before me, the subscriber, a Notary Public in and for said County, appeared Laurence T. Sutton, Grace M. Sutton, his wife, Stephen G. Ament, Frances E. Ament, his wife,

to me known to be the person... described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed, and who have sworn that they are over 21 years of age.

Eric R. Fritch
Notary Public, Michigan

My commission expires June 20 - 1975

Use this Acknowledgment Form for Corporations

STATE OF MICHIGAN

COUNTY OF _____

On this _____ day of _____ in the year One Thousand Nine Hundred _____

before me, the subscriber, a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being by me duly sworn did say that they are the _____ and _____ of the _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Michigan

My Commission expires _____
Drafted by: Eric R. Fritch

Business address: _____

PAYMENT SCHEDULE

MP 300 - 257

PAYABLE AT _____ Unless notified by Seller in writing to the contrary.

DATE	PRINCIPAL PAYMENTS	BALANCE OF PRINCIPAL	INTEREST PAYMENTS Rate %	PAYED INTEREST TO	SIGNATURE

Separate payment schedules will be furnished upon request by the BURTON ABSTRACT AND TITLE CO.

KNOW ALL MEN BY THESE PRESENTS: That Donald E. Sutton, survivor of
Grace M. Sutton and Donald E. Sutton, joint tenants,
whose address is 3851 Davenport Road, Metamora, MI 48455,

Convey(s) and Warrant(s) to Edward H. Fay, Frederick F. Rhue, Gene L. Leithauser,
and Harold E. Leithauser,
whose address ~~is~~ are: (Fay and Rhue) c/o 800 Birchmill Run, #613, Westlake, OH, 44145
302 Douglas Drive, Bloomfield Hills, MI, 48302; 122 Elm Park, Pleasant Ridge,
MI 48069, respect.
the following described premises situated in the Township of Ellis,
County of Cheboygan, and State of Michigan, to-wit:

S 1/2 of the NE 1/4 of NW 1/4, Sec. 13, T34N, R2W,
EXCEPT parcel beginning at intersection of S line
and W bank of Pigeon River, 100 feet NW along river bank;
thence 194 feet to power line, thence 100 feet 10° E of S
along power line, thence 194 feet to starting point. Also
easement of right of way along power line to said parcel.

20 acres, more or less. Also legally known as:
S 1/2 of the NE 1/4 of the NW 1/4, Sec. 13, EXCEPT beginning at the
intersection of the S Line and W bank of Pigeon River, thence 100 feet NW
along river bank, thence W 194 feet to power line, thence S 10 Degrees E
100 feet, thence E 194 feet to the point of beginning, Sec. 13, T34N, R2W.

for the full consideration of Twelve Thousand, four hundred (\$12,400.00) Dollars
subject to easements and building and use restrictions of record; and
further subject to any encumbrances as shall have accrued or
attached to the property through the acts or omissions of persons
other than the party of the first part, or his assigns, since
September 20, 1968, the date of a certain land contract pursuant
to which this Deed is given.

Dated this 3rd day of October 1988

Witnesses:
Pamela Sutton
Pamela Sutton
Jeffrey D. Sutton
Jeffrey D. Sutton

Signed and Sealed:
Donald E. Sutton (L.S.)
Donald E. Sutton
OCT 24 1988 (L.S.)
RECEIVED FOR RECORD
at 10:50 O'clock AM (L.S.)
Joanne Spray
CLERK/REGISTRAR
CHEBOYGAN COUNTY, MICHIGAN (L.S.)

STATE OF MICHIGAN
COUNTY OF Lapeer LIBER 499 PAGE 40

The foregoing instrument was acknowledged before me this
by Donald E. Sutton
My commission expires January 6, 1991

3rd day of October 1988
Bruce Huber
Bruce Huber
Notary Public Lapeer County, Michigan

Instrument Drafted by Neil Leithauser

Business Address 2500 David Stott Bldg, Detroit

County Treasurer's Certificate
I hereby certify that there are no tax liens or titles held
by the State or any unpaid taxes, except such taxes
as may be in the process of collecting.
10/24/88 Linda A. Conroy
Cheboygan, Mich Cheboygan County Treasurer

City Treasurer's Certificate
A STATE OF MICHIGAN REAL ESTATE
TRANSFER TAX
Dept. of Taxation 0012498
13.75
PB.10527

Recording Fee \$5.00
State Transfer Tax \$14.75

When recorded return to Neil Leithauser
2500 David Stott Bldg, Detroit, MI 482

Send subsequent tax bills
to Chuck Gibbs
800 Birchmill, #613, Westlake, OH 441

Tax Form 10-013-100-4-00

KNOW ALL MEN BY THESE PRESENTS: That Gladys G. Leithauser, Gene Leithauser and Emilie Leithauser, his wife, Charles R. Gibbs and Emily J. Gibbs, his wife, and Frederick F. Rhue and Phyllis Rhue, his wife.
whose address is 302 Douglas Drive, Bloomfield Hills, Michigan 48304

Convey(s) and Warrant(s) to Michael S. Parrott and Donna L. Parrott, his wife
whose address is 4470 Rochester Road, Dryden, Michigan 48428

the following described premises situated in the Township of Ellis
County of Cheboygan and State of Michigan, to-wit:

The South 1/2 of the Northeast 1/4 of the Northwest 1/4, Section 13, Township 34 North, Range 2 West, EXCEPT beginning at the intersection of the South line and West bank of the Pigeon River; thence 100 feet Northwest along the river bank; thence West 194 feet to power line; thence South 10 degrees East 100 feet; thence East 194 feet to the Point of Beginning.

And including all mineral and/or timber rights to the property.

for the full consideration of Fifty-Five Thousand and 00/100-----(\$55,000.00) Dollars
subject to All easements, building and use restrictions and zoning ordinances of record.

Dated this 13th day of May 1992

Witnesses:
Diane M. Bozynski

Linda Wapenjus
RECEIVED FOR RECORD
92 MAY 21 PH 5:01

STATE OF MICHIGAN
COUNTY OF OAKLAND
CLERK/REGISTER
CHEBOYGAN COUNTY, MICHIGAN

The foregoing instrument was acknowledged before me this 13th day of May 1992
by Harold L. Wolkind, Gene Leithauser and Emilie Leithauser, his wife.

My commission expires 8-11-93

Instrument Drafted by Harold L. Wolkind, Esq.

Signed and Sealed:
Harold L. Wolkind, Attorney-in-Fact for Gladys G. Leithauser, Charles R. Gibbs, Emily J. Gibbs, Frederick F. Rhue and Phyllis Rhue (L.S.)

Gene Leithauser (L.S.)
Emilie Leithauser (L.S.)

Diane M. Bozynski
Notary Public, Oakland County, Michigan

Business Address 30833 Northwestern Hwy., Ste. 121 Farmington Hills, MI 48334

County Treasurer's Certificate
I HEREBY CERTIFY THAT FOR THE FIVE YEARS PRECEDING DATE OF SAID INSTRUMENT THERE ARE NO TAX LIENS OR TAXES DUE BY THE GRANTEE UNPAID TAXES, EXCEPT SUCH AS MAY BE DUE BY THE GRANTEE COLLECTING.
Marcia M. Bourne, Esq.
CHEBOYGAN COUNTY TREASURER
15871

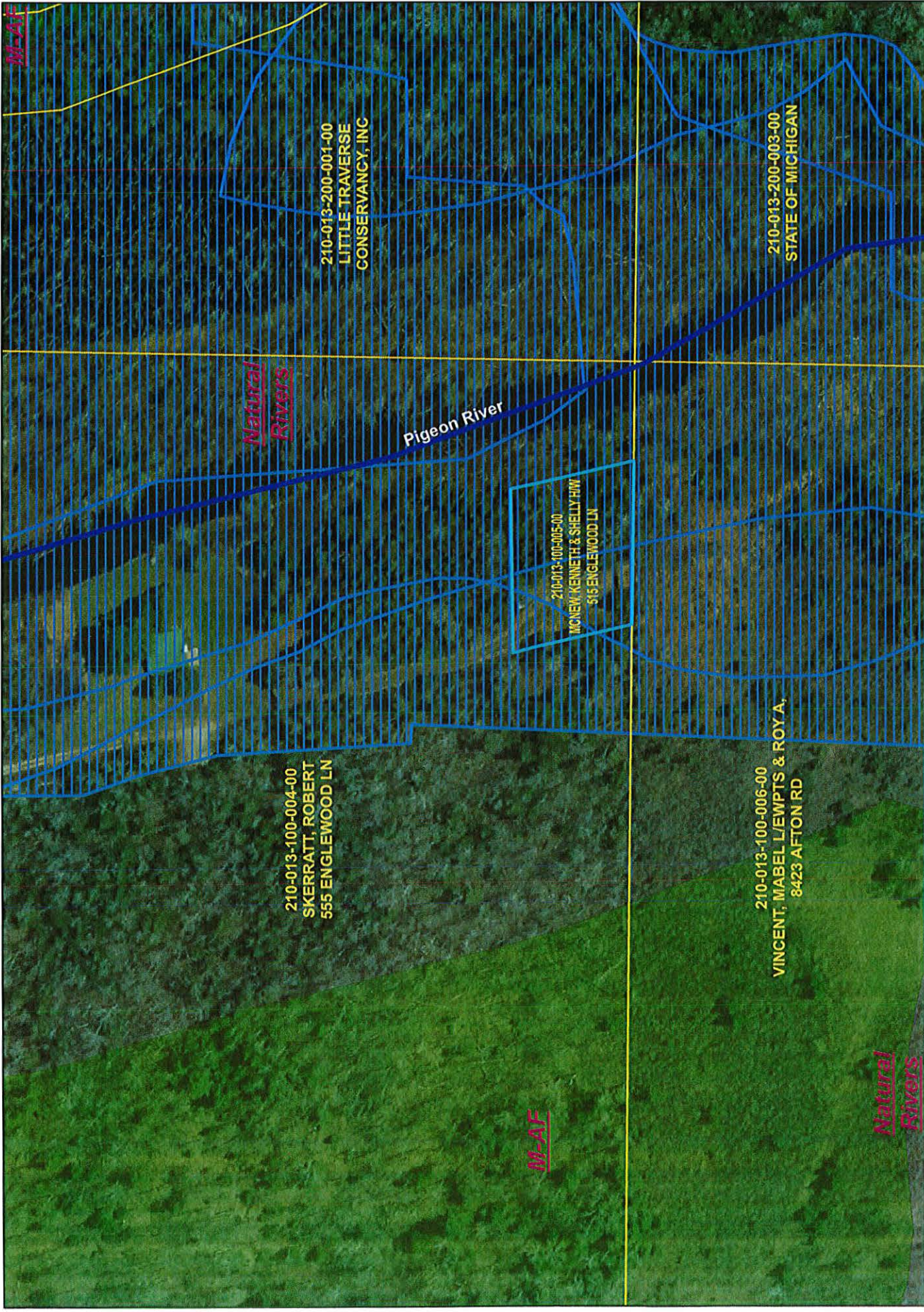
City Treasurer's Certificate
MICHIGAN REAL ESTATE TRANSFER TAX
Dept. of Taxation MAY 21 1992
60.50
PR 13622

Recording Fee \$11.00
State Transfer Tax \$60.50

When recorded return to Grantee

Send subsequent tax bills to Grantee

LIBER 565 PAGE 377
Tax Parcel # 210 013 100 004 00



600 Feet

300

150

0



210-013-200-001-00
LITTLE TRAVERSE
CONSERVANCY, INC

210-013-200-003-00
STATE OF MICHIGAN

*Natural
Rivers*

Pigeon River

210-013-100-005-00
MCNEW, KENNETH & SHELLY HW
515 ENGLEWOOD LN

210-013-100-004-00
SKERRATT, ROBERT
555 ENGLEWOOD LN

210-013-100-006-00
VINCENT, MABEL L/EWPTS & ROY A,
8423 AFTON RD

M-AF

*Natural
Rivers*

16-210-013-100-004-00

SKERRATT, ROBERT

PO BOX 71

AFTON MI 49705

16-210-013-100-005-00

MCNEW, KENNETH & SHELLY H/W

3565 TROPICAL POINT DR

SAINT JAMES CITY FL 33956

16-210-013-100-006-00

VINCENT, MABELL/EWPTS & ROY A,

PO BOX 402

INDIAN RIVER MI 49749

16-210-013-200-001-00

LITTLE TRAVERSE CONSERVANCY, INC

3264 POWELL RD

HARBOR SPRINGS MI 49740

16-210-013-200-003-00

STATE OF MICHIGAN

PO BOX 30448

LANSING MI 48909

16-210-013-100-004-00

OCCUPANT

555 ENGLEWOOD LN

AFTON, MI 49705

16-210-013-100-005-00

OCCUPANT

515 ENGLEWOOD LN

AFTON, MI 49705

16-210-013-100-006-00

OCCUPANT

8423 AFTON RD

INDIAN RIVER, MI 49749



CHEBOYGAN COUNTY PLANNING AND ZONING 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: Requests a 100-foot front setback variance for a waterfront property on a mainstream of the Pigeon River zoned Natural Rivers Protection (P-NR).	Prepared by: Jennifer Merk
Date: April 21, 2022	Expected Meeting Date: April 27, 2022

GENERAL INFORMATION

Applicant(s)/Owner(s) and Contact: Kenneth T. McNew

Phone: 239-849-1439

Requested Action: The applicant requests a 100-ft. front setback variance in order to construct a dwelling on a waterfront property on the mainstream of the Pigeon River 100-ft. from the water's edge in a Natural Rivers Protection (P-NR) zoning district where a 200-foot front setback from water's edge is required per Sections 11.3.1 and 17.1 of the Zoning Ordinance.

BACKGROUND INFORMATION/HISTORY

The subject property is addressed as 515 Englewood Lane in Ellis Township and located at the south end of the private road. The waterfront property is comprised of approximately 0.46 acres (approximately 20,038 square feet and 125 feet of lot width) on the mainstream of the Pigeon River and is zoned Natural Rivers Protection (P-NR). A property acquisition, depicted on a 2003 property boundary survey by Richard C. Dunn, added to the subject property acreage depicted in a 1987 property boundary survey by Michael A. Trowbridge (*Exhibit 4*). The subject property is nonconforming with respect to the minimum lot size and lot width for mainstream waterfront properties within P-NR zoning districts per Section 17.1 of the Zoning Ordinance that requires a minimum of 50,000 square feet of lot area and 200 feet of lot width. Deed documents supplied by the applicant demonstrate the property has been in existence before the Zoning Ordinance was adopted. (*Exhibit 7*).

A shed is the only existing structure on the subject property and is depicted on the site plan. A dimensional variance was issued to a previous owner of the subject property (William Glass) in October 1986 to construct a dwelling 100 feet from the Pigeon River, but this dwelling was not constructed. A septic permit from 1986 depicts a well and septic system on the subject property; the applicant performed some work on the septic system in 1998 (*Exhibit 6*).

The applicant has used the property as a seasonal campsite, but now requests a 100-foot waterfront setback variance to construct a single-family dwelling (30-ft. x 40-ft.) 100 feet from the water's edge of the Pigeon River. The application and site plan indicate limitations to the developable area of the subject property, including the small parcel size in the context of to the required 200-foot setback from the river along with the location of the existing well and septic system. The applicant indicated the required waterfront setback for structures would prohibit development on the subject property.

The proposed dwelling would have the following setbacks:

Minimum Required Setbacks in P-NR	Proposed Setbacks
Front: 200 feet - mainstream waterfront	100 feet
Sides: 15 feet - waterfront	20 feet - north side and 65 feet - south side
Rear: 25 feet - waterfront	70 feet



Figure 1. Location of subject property at 515 Englewood Lane, Ellis Twp. (Existing shed visible in center of photo).

Surrounding Zoning/Land Uses:

North: Natural Rivers Protection (P-NR)

East: Natural Rivers Protection (P-NR)

South: Natural Rivers Protection (P-NR)

West: Natural Rivers Protection (P-NR)

Vacant forested land and seasonal and permanent residential land uses on large forested parcels surround the subject property. A residential property on large acreage is adjacent at the north and west sides of the subject property. A vacant forested property owned by the Little Traverse Conservancy is located to the east and a residential property on large acreage is located to the south of the subject property.

Residential structures (dwellings and garages) exist on nearby parcels north and south of the subject property within the Natural Rivers Protection (P-NR) zoning district, with the structures located approximately 80-130 feet from the Pigeon River (as calculated using the County GIS mapping program). No zoning permits were found for these structures. Many properties over one mile north of the subject property - located within the Natural Rivers Protection (P-NR) zoning district in Ellis Township on Afton Road, Haz Road, or River Road - have requested dimensional variances from the 200-foot waterfront setback and received Zoning Board of Appeals approval.

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

The subject property is located in a Natural Rivers Protection (P-NR) zoning district on a mainstream of the Pigeon River, and therefore the riverfront area is considered sensitive. The land is at a higher elevation and is somewhat flat

on the west half of the subject property, but slopes eastward to a low-lying forested area adjacent to the river. Also, according to the Michigan Department of Environment, Great Lakes, and Energy (EGLE)/Final Wetlands Inventory Database, wetlands may be present on the subject property.

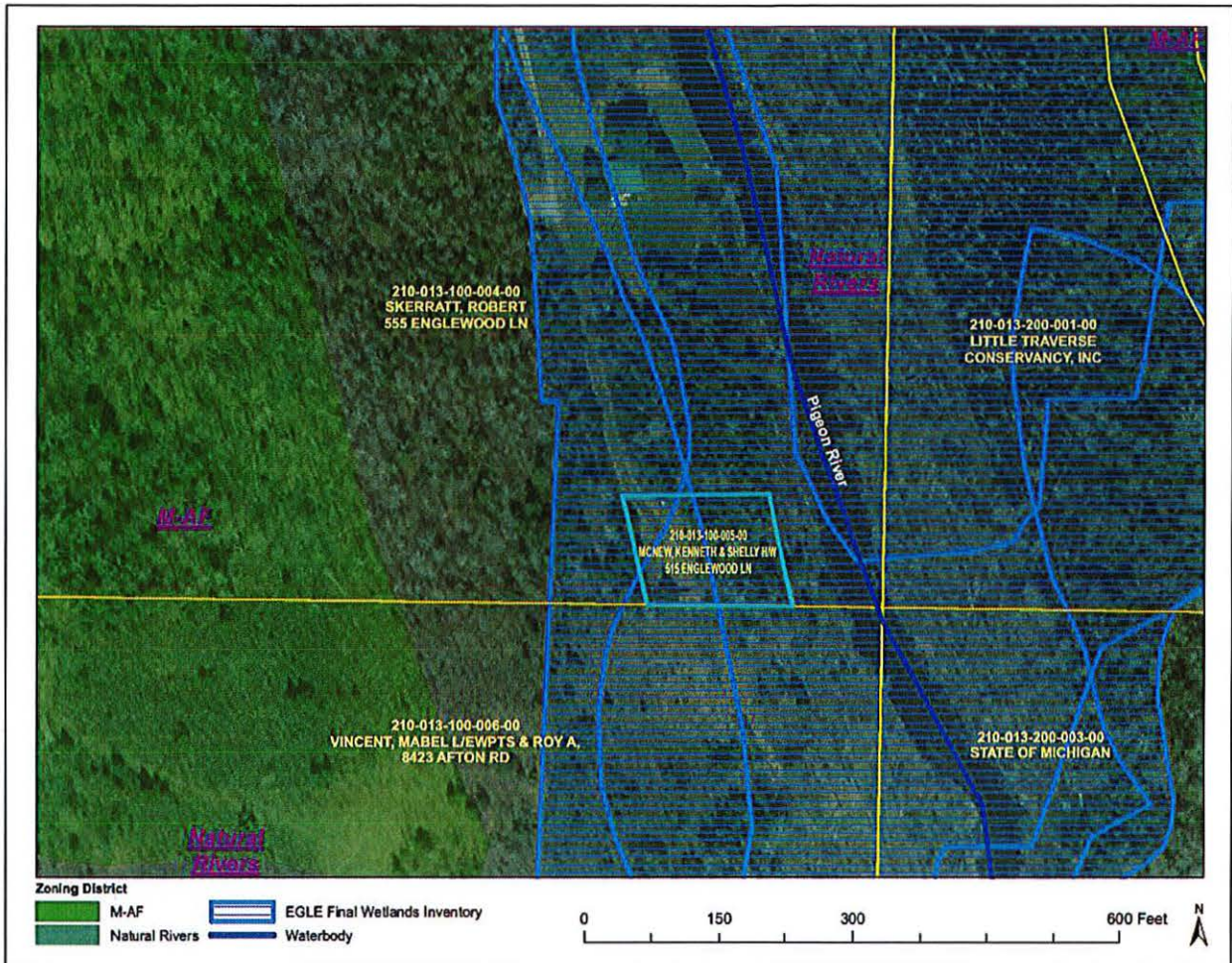


Figure 2. Location and zoning of subject property at 515 Englewood Lane (highlighted in light blue), Ellis Twp.

Public comments/Agency Review:

No public comments have been received as of the date of this report (April 21, 2022)

Patrick Ertel from the Michigan Department of Natural Resources responded by email on March 15, 2022, stating that the parking, shed, and proposed house should be rearranged to best meet the waterfront setback from the river.

CHEBOYGAN COUNTY ZONING BOARD OF APPEALS
Wednesday, April 27, 2022 at 7:00 PM
Room 135 – Commissioners’ Room
Cheboygan County Building, 870 S. Main St., Cheboygan, MI 49721

Applicant(s)/Property Owner(s): Kenneth T. McNew
3565 Tropical Point Dr.
St. James City, FL 33956

Subject Property Location: 515 Englewood Lane
Afton, MI 49705 (Ellis Township)

Parcel(s): 210-013-100-005-00

General Findings of Fact:

1. The subject property (parcel no. 210-013-100-005-00) is addressed 515 Englewood Lane in Ellis Township and located at the south end of the private road. (See Exhibits 3, 4, 6, 8 and 10)
2. The subject property is comprised of approximately 0.46 acres (approximately 20,038 square feet and 125 feet of lot width) on the mainstream of the Pigeon River and is zoned Natural Rivers Protection (P-NR). (See Exhibits 3, 4, 5, 8 and 10)
3. A property acquisition, depicted in a 2003 property boundary survey by Richard C. Dunn, added to the subject property acreage depicted in a 1987 property boundary survey by Michael A. Trowbridge. (See Exhibit 4)
4. The subject property is nonconforming with respect to the minimum lot size of mainstream waterfront properties within P-NR zoning districts, per Section 17.1 of the Zoning Ordinance. (See Exhibits 1, 3, 4, 7 and 10)
5. Section 17.1 of the Zoning Ordinance indicates that the minimum lot area for properties zoned P-NR is 50,000 square feet and the minimum lot width is 200 feet. (See Exhibit 1)
6. Deed documents supplied by the applicant demonstrate the subject property has been in existence before the Zoning Ordinance (Exhibit 7).
7. A shed is the only existing structure on the subject property; no permit exists for this structure. (See Exhibits 3 and 10)
8. A dimensional variance was issued to a previous owner of the subject property (William Glass) in October 1986 to construct a dwelling 100 feet from the Pigeon River but this dwelling was not constructed. (See Exhibit 5)
9. A septic permit from 1986 depicts a well and septic system on the subject property; the applicant worked on the septic system in 1998. (See Exhibit 6)
10. The applicant is proposing to construct a single-family dwelling (30-ft. x 40-ft.) 100 feet from the water's edge of the Pigeon River (See Exhibits 3 and 10)
11. Per Sections 11.3.1 and 17.1. of the Zoning Ordinance, building setbacks for new structures or appurtenances shall be 200 feet from water's edge along mainstems and 150 feet from the water's edge along tributaries. (See Exhibit 1)
12. The applicant requests a 100-foot mainstream waterfront setback variance in order to construct a dwelling 100 feet from the water's edge of the Pigeon River. (See Exhibits 3 and 10)
13. The application and site plan indicate limitations to the developable area of the subject property, including the small parcel size within the context of the required 200-foot setback from the river along with location of the existing well and septic system. (See Exhibits 3 and 10)

14. The subject property is located in a Natural Rivers Protection (P-NR) zoning district on a mainstream of the Pigeon River, and therefore the riverfront area is considered environmentally sensitive. Also, according to the Michigan Department of Environment, Great Lakes, and Energy (EGLE)/Final Wetlands Inventory Database, wetlands may be present on the subject property. (See Exhibits 1, 8 and 10)
15. The Pigeon River Country management area has been a "special management unit" (now classified as a forest management unit) since the early 20th century with a goal of protecting its wild character, including its recreational, scenic and environmental value from overuse by restricting development and access.

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.

A. The physical conditions of the property that support granting the variance request are as follows:

1. The subject property is addressed 515 Englewood Lane in Ellis Township, comprised of approximately 0.46 acres (approximately 20,038 square-feet and 125 feet of lot width) on the mainstream of the Pigeon River and is zoned Natural Rivers Protection (P-NR). (See Exhibits 3, 4, 6, 8 and 10)
2. The subject property is nonconforming with respect to the minimum lot size of mainstream waterfront properties within P-NR zoning districts per Section 17.1 of the Zoning Ordinance: 50,000 square-feet and 200 feet of lot width. (See Exhibits 1, 3, 4, 7 and 10)
3. The application and site plan indicate limitations to the developable area of the subject property: small parcel size within the context of the required 200-foot setback from the river along with location of the existing well and septic system. (See Exhibits 3 and 10)
4. According to the Michigan Department of Environment, Great Lakes, and Energy (EGLE)/Final Wetlands Inventory Database, wetlands may be present on the subject property. (See Exhibits 8 and 10)
- 5.

This standard has been met.

B. The physical conditions of the property which support denying the variance are as follows:

1. None identified.
- 2.

This standard has not been met.

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).

A. Actions that have occurred which support granting the variance which were not caused by the applicant:

1. The subject property is addressed 515 Englewood Lane in Ellis Township, comprised of approximately 0.46 acres (approximately 20,038 square feet and 125 feet of lot width) on the mainstream of the Pigeon River and is zoned Natural Rivers Protection (P-NR). (See Exhibits 3, 4, 6, 8 and 10)
2. The subject property is nonconforming with respect to the minimum lot size of mainstream waterfront properties within P-NR zoning districts per Section 17.1 of the Zoning Ordinance: 50,000 square-feet and 200 feet of lot width. (See Exhibits 1, 3, 4, 7 and 10)
3. The application and site plan indicate limitations to the developable area of the subject property, including the small parcel size within the context of the required 200-foot setback from the river along with location of the existing well and septic system. The applicant indicated the required waterfront setback for structures would prohibit development on the subject property. (See Exhibits 3 and 10)
4. According to the Michigan Department of Environment, Great Lakes, and Energy (EGLE)/Final Wetlands Inventory Database, wetlands may be present on the subject property. (See Exhibits 8 and 10)
- 5.

This standard has been met.

B. Actions which the applicant has taken that results in the request for the variance and therefore requires denial of the variance:

1. The need for the variance is due to the applicant proposing to construct a single-family dwelling (30-ft. x 40-ft.) 100 feet from the water's edge of the Pigeon River. (See Exhibits 3 and 10)
- 2.

This standard has not been met.

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.

A. Zoning regulation requirements result in the following conditions which prevent use of the property or cause undue hardship:

1. The subject property is comprised of approximately 0.46 acres (approximately 20,038 square-feet and 125 feet of lot width) on the mainstream of the Pigeon River and is zoned Natural Rivers Protection (P-NR). (See Exhibits 3, 4, 6, 8 and 10)
2. The application and site plan indicate limitations to the developable area of the subject property, including its small parcel size compared to a required 200-foot setback from the river along with location of the existing well and septic system. (See Exhibits 3 and 10)
3. The applicant indicated the required 200-foot waterfront setback for the dwelling will prohibit development on the subject property. (See Exhibits 3, 4 and 10)
- 4.

This standard has been met.

B. Factors that show no adverse effects caused by the zoning regulation conditions:

1. None identified.
- 2.

This standard has not been met.

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.

- A. Factors that show the variance cannot be reduced beyond that requested and still meet the needs of the applicant, and still not infringe upon the rights of the surrounding property owners:
1. Residential structures (dwellings and garages) exist on nearby parcels north and south of the subject property within the Natural Rivers Protection (P-NR) zoning district, with the structures located approximately 80-130 feet from the Pigeon River (as calculated using the County GIS mapping program); No zoning permits were found for these structures. (See Exhibit 10)
 2. A dimensional variance was issued to a previous owner of the subject property (William Glass) in October 1986 to construct a dwelling 100 feet from the Pigeon River, but this dwelling was not constructed. (See Exhibit 5)
 3. The applicant is requesting a 100-foot variance (to allow for a 100-foot mainstream waterfront setback) to construct a dwelling, and is the minimum variance necessary to grant the applicant reasonable relief and do substantial justice to other property owners in the district. (See Exhibit 3)
 - 4.

This standard has been met.

- B. Factors that show the variance requested is more than needed and/or would infringe upon the rights of surrounding property owners:
1. Granting the 100-foot variance to allow a 100-foot mainstream waterfront setback to construct the proposed dwelling is not the minimum variance necessary. The dwelling could be positioned farther west and closer to the mound septic field as suggested in the March 15, 2022 email response by Patrick Ertel from the Department of Natural Resources. (See Exhibit 11)
 - 2.

This standard has not been met.

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.

- A. Factors that show how granting the variance would not result in unfavorable impacts on the surrounding properties, neighborhood or zoning district:
1. A dimensional variance was issued to a previous owner of the subject property (William Glass) in October 1986 to construct a dwelling 100 feet from the Pigeon River but this dwelling was not constructed. (See Exhibit 5)
 2. Residential structures (dwellings and garages) exist on nearby parcels north and south of the subject property within the Natural Rivers Protection (P-NR) zoning district, with the structures located approximately 80-130 feet from the Pigeon River (as calculated using the County GIS mapping program); No zoning permits were found for these structures. (See Exhibit 10)

3. Many properties over one mile north of the subject property - within the Natural Rivers Protection (P-NR) zoning district in Ellis Township on Afton Road, Haz Road, or River Road - have requested variances from the 200-foot waterfront setback and received Zoning Board of Appeals approval. (See Exhibit 10)
4. There is no evidence that supports granting the 100-foot mainstream waterfront setback variance to construct a dwelling 100 feet from the water's edge would result in unfavorable impacts on surrounding properties, neighborhood or zoning district.
- 5.

This standard has been met.

B. Factors that show how granting the variance would adversely impact the neighborhood or zoning district.

1. Granting the variance would allow the dwelling to be 100 feet from the water's edge in a Natural Rivers Protection (P-NR) zoning district where a 200-foot mainstream waterfront setback is required.
2. The Pigeon River Country management area has been a "special management unit" (now classified as a forest management unit) since the early 20th century with a goal of protecting its wild character, including its recreational, scenic and environmental value from overuse by restricting development and access.

This standard has not been met.

DECISION

TIME PERIOD FOR JUDICIAL REVIEW

MCLA 125.3606 provides that a person having an interest affected by the zoning ordinance may appeal a decision of the Zoning Board of Appeals to the Circuit Court. Any appeal must be filed within thirty (30) days after the Zoning Board of Appeals certifies this Decision in writing or approves the minutes of its decision.

DATE DECISION AND ORDER ADOPTED

Wednesday, April 27, 2022

Charles Freese, Chairperson

Carol "Nini" Sherwood, Secretary

Jennifer Merk

From: Deborah Tomlinson
Sent: Tuesday, March 15, 2022 11:37 AM
To: Jennifer Merk
Cc: Michael C. Turisk
Subject: FW: Dimensional Variance Application for Kenneth McNeil - 515 Englewood Lane

Please see Patrick Ertel's email below.

Deb

Debbie Tomlinson
Assistant to Director of Planning & Zoning
Cheboygan County Planning & Zoning Department
PO Box 70, 870 South Main Street
Cheboygan, MI 49721
(231)627-8489 phone
(231)627-3646 fax
debbiet@cheboygancounty.net
www.cheboygancounty.net/planning

From: Ertel, Patrick (DNR) <ErtelP@michigan.gov>
Sent: Tuesday, March 15, 2022 10:05 AM
To: Deborah Tomlinson <dtomlinson@cheboygancounty.net>
Subject: RE: Dimensional Variance Application for Kenneth McNeil - 515 Englewood Lane

CAUTION: This email originated from outside of the Cheboygan County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for including me Deb. Yes, the area has a few homes already closer than the setback. That does not however, create an instant path, in my mind, for a landowner to not meet the setback to the best of their ability. To that end, I see that the arrangement of the parking, the shed, and the home seems to establish a self-created requirement for the home to be forced to the 100ft line. The neighboring homes, though closer to the river, are significantly far away from this proposed site, meaning this home should meet the setback to the best of their ability. Also, were the neighboring homes built prior to the Natural Rivers zoning? In the State rules, one could use the neighboring homes proximity to the river as justification for building closer, but only in those legal non-conforming homes are within 150ft of each other. So, my ultimate question is how can the parking, shed and home be rearranged to allow the home to best meet the setback as possible. Perhaps the parking could move to the northern boundary and allow the proposed house to be another 25ft or so back by the septic.

Thank you again for the opportunity to review.

From: Deborah Tomlinson <dtomlinson@cheboygancounty.net>
Sent: Wednesday, March 9, 2022 11:11 AM
To: 'fjlapeer2@yahoo.com' <fjlapeer2@yahoo.com>; 'carolyntreasurer@yahoo.com' <carolyntreasurer@yahoo.com>; 'blondes48@gmail.com' <blondes48@gmail.com>; Ertel, Patrick (DNR) <ErtelP@michigan.gov>
Cc: Jennifer Merk <jmerk@cheboygancounty.net>; Michael C. Turisk <mturisk@cheboygancounty.net>
Subject: Dimensional Variance Application for Kenneth McNeil - 515 Englewood Lane

The following is a link to a dimensional variance application that will be reviewed by the Zoning Board of Appeals at their March 23, 2022 meeting: [https://www.cheboygancounty.net/wp-content/uploads/2022/03/McNew Dim.Var .Appl .pdf](https://www.cheboygancounty.net/wp-content/uploads/2022/03/McNew_Dim.Var_Appl.pdf)

Please email comments regarding this application to me prior to 4:00pm on Wednesday, March 16, 2022.

Thank you!

Deb

Debbie Tomlinson
Assistant to Director of Planning & Zoning
Cheboygan County Planning & Zoning Department
PO Box 70, 870 South Main Street
Cheboygan, MI 49721
(231)627-8489 phone
(231)627-3646 fax
debbiet@cheboygancounty.net
www.cheboygancounty.net/planning