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LEONI TOWNSHIP OFFICE  
913 Fifth St. Michigan Center, Michigan 49254  
Phone: (517) 764-4694 – Fax: (517) 764-1380  
leonitownship.com

**LEONI TOWNSHIP ZONING BOARD OF APPEALS**

**AGENDA**

**September 21, 2020**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF AGENDA & MINUTES: August 3, 2020

PURPOSE OF ZONING BOARD OF APPEALS:

PUBLIC COMMENTS:

**NEW BUSINESS:**

**000-14-09-405-012-03**  
**Thomas & Angela Althoff Variance**  
**641 Napoleon Rd., Michigan Center, MI 49254**

**000-09-28-229-001-00**  
**Gerald & Sandra McCarroll Variance**  
**Donnely Rd/Lot 12 Bentwood Preserve**

**000-14-06-476-001-03**  
**Robert Richardson for Leoni Reserve Variance**  
**1280 Falahee Rd., Jackson, MI 49203**

DISCUSSION:

NEXT SCHEDULED MEETING: October 5, 2020

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ADJOURN TO THE CALL OF THE CHAIR:

FOR TOWNSHIP USE:

Public Notice Published: \_\_\_\_\_  
Public Notice Mailed: \_\_\_\_\_  
Hearing Held: \_\_\_\_\_

Z.B.A. Case No.: \_\_\_\_\_  
Date and Time Received: \_\_\_\_\_  
Date Paid: \_\_\_\_\_

**LEONI TOWNSHIP ZONING BOARD OF APPEALS - VARIANCE APPLICATION**  
**REQUIRED INFORMATION:**

**I. Name of Applicant/Owner Requesting Zoning Board of Appeals Review and Opinion.**

**A. Applicant:**

- 1. Name: GERALD + SANDRA McCARROLL
- 2. Mailing Address: 957 OTTNEY RD
- 3. Property Address: VL DONNELLY RD
- 4. Phone: 517 764 2141

**B. Owner of property if different than above:**

- 1. Name: CHRISTOPHER CHMIELEWSKI
- 2. Address: 5235 PINE DRIVE
- 3. Phone: 517-764-9291

**II. Location of Property:**

- A. Street name and number if assigned: VL DONNELLY RD / Lot 12 Bentwood Preserve  
zip code: 49201
- B. Property tax identification number and legal description of property involved:  
000-09-28-229-001-00
- C. List deed restriction and easements: NONE

D. With all requests, a plot plan drawn to scale showing lot, location of existing buildings, proposed buildings, and any additions to existing buildings plus distances from property lines.

E. Present zoning of property: RESIDENTIAL

**III. Nature of Request:**

	REQUIRED	PROPOSED
LOT SIZE	_____	_____
AVERAGE LOT WIDTH	_____	_____
FRONT YARD SETBACK	_____	_____
SETBACK FROM LAKE	_____	_____
TOTAL OF BOTH SIDES	_____	_____
PERCENT OF LOT COVERAGE	_____	_____
REAR YARD SETBACK	_____	_____
BUILDING HEIGHT	_____	_____
TOTAL FLOOR AREA	_____	_____
OFF STREET PARKING	_____	_____
SIGN SIZE/HEIGHT/NUMBER	_____	_____
SIDE YARD SETBACK	_____	_____

X BUILD STORAGE SHED WITHOUT A DWELLING

LEON TOWNSHIP ZONING BOARD OF APPEALS - VARIANCE APPLICATION

IV. Effect of request on Applicant:

A. What specific problem(s) would be created if your request is not granted?

We want to move and make Ottney our permanent retirement home. Need the space to store furniture and pop up trailers from home in Grosse Pointe for our Antique business which we operate in three malls - Hog Creek, Maple Street Mall, Antique Mall of Williamston

B. What are the unique conditions which apply to your property or request as opposed to other properties in your area?

The property is one of few vacant lots in the nearby area that is for sale. There currently are no homes on either side It is just down the street for the newest Marijuana dispensary

C. What undue hardship would be placed upon the applicant as a direct result of the variance being denied?

There are only a limited number of Pole Barns/ over sized garages on separate lots in the area. None of which are for sale at this time. We have been planning to move full time to Jackson for several years, but have not been able to as we have not found a place to store items close to our home on Ottney.

V. Effect of Request on Other Properties:

A. If your request is granted, what effect will it have on the area? Will it hamper access by emergency vehicles or personnel? Will it hamper or restrict light, air or access to adjacent properties; will it in any way create any problems or concerns to other properties in the area?

It will be an improvement to the property which currently stands vacant and over run with weeds. It will not hamper access to emergency personnel. It will not restrict light, air or access to adjacent properties. No negative impact to any property in area.

**ACKNOWLEDGEMENT AND CERTIFICATION:** It is hereby acknowledged that the applicant(s) /owner(s) Have fully read and completed the above application and hereby gives consent for his property to be examined for this hearing. It is also understood that in case of cancellation or failure of the owner or his representative to appear at the hearing, I understand that all fees will be forfeited.

*Michael McCarron / Sandra McCarron*  
Signature of Applicant

*Christopher Chmielewski*  
Signature of Owner (if different than applicant)

dotloop verified  
08/18/20 1:07 PM EDT  
NNZA-R73P-1QL8-DORR

\*\*\*\*\*

ZONING BOARD OF APPEALS: The Board of Appeals having reviewed the submitted data do hereby

( ) APPROVE ( ) DISAPPROVE

the application for the following reasons

CHAIRMAN: \_\_\_\_\_  
Signature

8/20/2020

TOWNSHIP OF LEONI  
ZONING BOARD OF APPEALS  
VARIANCE APPLICATION

The Zoning board of Appeals (ZBA) is created to offer reviews and decisions when an interpretation of the Zoning Ordinance is questioned, when an order or decision of an administrative official or body is questioned, or when a variance from the strict interpretation of the ordinance is sought to avoid a specific hardship. A hardship must involve a unique situation rather than one, which represents a minor inconvenience. The ZBA must comply with does not have the power to rezone or change uses. Any decision of the ZBA must comply with the basic (intent) of the ordinance while maintaining the public health, safety and welfare of the area and the community at large.

In order to expedite your request, it is required that you submit certain basic information to allow ZBA members the opportunity to properly understand and consider the request.

When providing the required information, you may attach additional or supplemental information if you feel it will be useful.

There are 5 (five) regular members on the ZBA. If at the time of the hearing there are only 4 (four) ZBA members present, the possibility of a tie vote exists. If a tie vote should occur, the variance is not approved. However, you will be given the option at the beginning of your hearing of either continuing or bringing your case before the ZBA at a future hearing.

The fee for a variance is <sup>450</sup>\$225.00 (two-hundred twenty-five dollars). The hearing will be held approximately 4 (four) weeks after the completed application and fee are received. You may acquire your building permit 30 (thirty) days after the variance has been approved.

***PLEASE KEEP THIS LETTER FOR YOUR INFORMATION***

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**ADDITIONAL / SUPPLEMENTAL INFORMATION THAT WE FEEL WILL BE USEFUL IN  
CONSIDERING OUR REQUEST**

We bought 957 Ottney in December of 1991. We have worked hard to make it our forever home and improve the property.

Since 1992 we have:

- Removed three flat roofs & installed pitched roofs
- Installed new double pane windows throughout (34)
- Installed new storm and house doors
- New Kitchen
- Added Laundry room
- Drilled new Well
- A lot of new landscaping
- Continual maintenance of 150 year old Oak Trees
- Installed new Seawall
- New stamped cement sidewalks front and back
- New CertainTeed siding
- And much much more

We care about improving this community and taking care of our property.

*Sandra - retired from Army 34 years - Civilian service.  
Husband - National Guard Veteran*



# Parcel Report - Parcel ID: 000-09-28-229-001-00

5/11/2020



**Owner Name** CHMIELEWSKI CHRISTOPHER G  
**Owner Address** 5235 PINE DR  
 JACKSON, MI 49201  
**Homestead** 0  
**Parcel Address** 3916 DONNELLY RD  
 JACKSON, MI 49201  
**Property Class** 402 - RESIDENTIAL VACANT  
**Status** Active  
**Acreage** 0.413  
**Gov't Unit** Leoni  
**Tax Unit** Leoni  
**School District** EAST JACKSON SCHOOL  
**Liber/Page** 2144-552

	2017	2018	2019
<b>Taxable Value</b>	\$0.00	\$0.00	\$1,971
<b>Assessed Value</b>	\$0.00	\$0.00	\$8,420

**Tax Description:**  
 COM AT THE NE COR OF THE NE ¼ SEC 28 TH IN A SLY DIR ALG TH E LN OF NE ¼ HAVING AN ASSUMED BEARING OF S00°53'13"E 413.41 FT TH S89°28'26"W 411.04 FT TO THE ELY ROW LN OF DONNELLY RD TH S00°09'02"W ALG ELY ROW LN OF DONNELLY RD 560.00 FT FOR POB TH N90°00'00"E 179.98 FT S00°08'49"W 100.00 FT TH N90°00'00"W 179.99 FT TO THE INTERSECTION OF THE ELY ROW LN OF DONNELLY RD TH N00°09'02"E ALG ELY ROW LN OF DONNELLY RD 100.00 FT TO BEG. (FKA UNIT 12 BENTWOOD PRESERVE CONDOMINIUM) SEC 28 T2S R1E 0.413 A +/- SPLIT ON 02/11/2019 FROM 002-09-27-101-012-00;



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description. The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.





# VACANT LAND PURCHASE AGREEMENT

Property Address: V/L DONNELLY RD

Listing Office RE/MAX MID-MICHIGAN

Selling Office RE/MAX MIDMICHIGAN

Phone 517-788-2633 Fax: \_\_\_\_\_

Phone 517-788-2633 Fax: \_\_\_\_\_

Listing Agent SHARON NORTON

Selling Agent SHARON NORTON

Phone 517-206-2885 Fax: \_\_\_\_\_

Phone 517-206-2885 Fax: \_\_\_\_\_

Email \_\_\_\_\_

Email Sharon@SOLDINJACKSON.COM

Seller's Agent  Dual Agent  Transaction Coord.

Seller's Agent  Buyer's Agent  Dual Agent  Transaction Coord.

1. THIS agreement made and entered into 8/18/2020 between (Buyer) Sandra + Gerald McCarroll specify marital/legal status for closing document preparation and Seller MARRIED Address 957 Offrey, Jackson 49201 and Seller Chmielewski

2. FOR the purchase of the property commonly known as V/L DONNELLY RD or described as Lot 12 Beechwood Preserve located in the Twp of Leoni County of JACKSON State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, land use regulations (including requirements of the Land Division Act, Act Number 288 of the Public Acts of 1967) affecting the use of the property, PA116 or other government programs affecting the use of the property.

3. FOR the sum of \$ 15,000<sup>00</sup> All monies, other than earnest money deposits, must be paid in the form of U.S. cash, certified check, cashier's check or money order.

4. ANY buildings, attached fixtures, improvements, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price. Exceptions or additions: \_\_\_\_\_

5. TERMS of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):

CASH: The full purchase price upon the execution and delivery of a Warranty Deed.

NEW MORTGAGE: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a \_\_\_\_\_ type mortgage for no less than \_\_\_\_\_ years, with a minimum down payment of \_\_\_\_\_ % of the purchase price at no more than \_\_\_\_\_ % interest per annum. Buyer agrees to apply for said mortgage within \_\_\_\_\_ days from acceptance of this offer, furnish written evidence thereof and make a good faith effort to obtain said mortgage.

LAND CONTRACT: \$ \_\_\_\_\_ upon execution and delivery of a land contract wherein the balance shall be payable in monthly principal and interest installments of \$ \_\_\_\_\_ or more including interest at \_\_\_\_\_ % per annum. Interest to start on date of closing and first payment due 30 days after closing date. Land contract to be paid in full no later than \_\_\_\_\_ after date of closing. At time of payoff, seller shall be responsible for providing a warranty deed and for the payment of all county/state transfer taxes. If taxes and insurance are not included in the monthly payment, Buyer agrees to pay them when billed and furnish evidence to Seller of same. Additional terms \_\_\_\_\_

6. FOR Valuable Consideration, Buyer gives the Seller to and including 8/19/2020 written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller. Buyer herewith deposits \$ 500<sup>00</sup> in the form of Check as earnest money to be held by American Title as part of the purchase price. If this agreement is not accepted, or the conditions specified are not satisfied, the earnest money shall be refunded to the Buyer. If Buyer defaults in the performance of this agreement, all deposits made hereunder shall be forfeited and this agreement shall be terminated. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. The Broker, agents or employees are not liable for the performance of Buyer or Seller under this agreement. No verbal statement shall be recognized as binding on the Broker, agents or parties hereto. It is agreed by the parties hereto that information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS. Parties waive any right to claim damage as a result of the dissemination of such information.

7. FORM of Conveyance: Seller shall convey and transfer, as above required, by  Warranty Deed or  Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions in the amount of the purchase price, subsequent to date of acceptance at Seller's expense. When applicable, insert the number of divisions and include in deed/land contract: \_\_\_\_\_



JACKSON AREA ASSOCIATION OF REALTORS®



**VACANT LAND PURCHASE AGREEMENT**

Property Address V/L Donnelly Rd

8. CLOSE of sale shall be on or before Oct 30, 2020

9. POSSESSION to be given no later than At close after close of sale.

10. TAXES are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, EXCEPT, if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents 100 % of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

11. ASSESSMENTS: Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the Seller. Assessments levied after the closing date to be paid by Buyer. Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.

12. ADDITIONAL ADJUSTMENTS: Rent/Land Leases/Crops/Association Dues, if any, are to be prorated to date of closing.

Seller initials 


 Buyer initials 


**CHECK APPROPRIATE ITEMS BELOW**

- 13.  COUNTY HEALTH DEPARTMENT APPROVAL - Approval of the proposed installation of a well and on site sewage disposal system satisfactory to Buyer. This contingency to be removed on or before \_\_\_\_\_ Seller / Buyer (circle one) shall be responsible for all costs of any testing procedures and the refilling of any holes or excavation immediately following testing. If buyer elects to perform all testing procedures, buyer will hold seller harmless from any and all liabilities arising from such activities. NOTE: Seller grants permission to the Buyer to have contractors perform testing procedures on the property.
- 14.  SURVEY - Approval of a "stakes in place" survey of the property by a Registered Land Surveyor, the cost to be paid by the  Seller  Buyer. This contingency to be removed on or before \_\_\_\_\_
- 15.  DRIVEWAY PERMIT - Buyer obtaining state, county, city or township permits for the installation of a driveway. This contingency to be removed on or before \_\_\_\_\_
- 16.  ZONING/BUILDING PERMIT - City, village or township zoning compliance permit(s) and also any permits necessary for construction on the property can be obtained to Buyer's satisfaction. This contingency to be removed on or before 10/23/2020
- 17.  EASEMENTS & BUILDING RESTRICTIONS - The Buyer's approval of any easements, rights-of-way and/or building and use restrictions. This contingency to be removed on or before \_\_\_\_\_
- 18.  UTILITIES - That utilities are available satisfactory to Buyer. This contingency to be removed on or before \_\_\_\_\_
- 19.  DEED INCLUSIONS - The deed granted pursuant to this Vacant Land Purchase Agreement should contain the following:
  - A. "The grantor grants to the grantee the right to make \_\_\_\_\_ (insert number) 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."
- 20.  PRIVATE ROAD - The property abuts a private road, which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body.
- 21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, and 3) Purchase Agreement complies with, or is not affected by, the Land Division Act #288, PA of 1967, as amended.





**VACANT LAND PURCHASE AGREEMENT**

Property Address V/L Donnelly Rd

22. **VOLUNTARY ARBITRATION AGREEMENT:** Any claim of Seller or buyer arising out of this agreement relating to the disposition of the earnest money deposit or the physical condition of the property covered by this agreement shall be arbitrated in accordance with the rules, then in effect, adopted by the American Arbitration Association. This is a separate voluntary agreement between the Seller and Buyer and the failure to agree to arbitrate does not affect the validity of this purchase agreement. This agreement is made subject to and incorporates the provisions of Michigan law governing arbitrations, including MCL 600.5001 and MCR 3.602, as neither is amended. The arbitration award is enforceable by judgment rendered in any circuit court. This agreement shall survive closing.

**A. ARBITRATION ACCEPTED (initials)**

Buyer  Seller   
Buyer  Seller

**B. ARBITRATION DECLINED (initials)**

Buyer  Seller   
Buyer  Seller

23. **OTHER PROVISIONS:** Contingent on township approval of putting up pole building

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written or oral agreements or understandings, b) the Agreement shall not be amended or modified unless both parties do so in writing, c) this Agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, and e) this Agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein.

25. Sharon Norton WITNESS      Gerald McCarroll BUYER      Sandra McCarroll BUYER  
SHARON NORTON      GERARD MCCARROLL      SANDRA MCCARROLL  
SELLING AGENT NAME & PHONE      Print Buyer's Legal Name      Print Buyer's Legal Name

26. **Seller's Acceptance:**

The above is hereby accepted Christopher Chmielewski and Seller gives the Buyer until \_\_\_\_\_ AM/PM to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

dotloop verified  
08/18/20 1:07 PM  
EDT  
SGIJ-JLT6-IP5T-JPJ3

WITNESS SHARON NORTON 517-206-2885 LISTING AGENT NAME & PHONE  
 SELLER  
 SELLER  
SELLER MARITAL STATUS \_\_\_\_\_

27. **Buyer's Receipt and Acceptance of changes:**

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance was subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

WITNESS       BUYER       BUYER

28. **SELLER'S RECEIPT OF BUYER'S ACCEPTANCE:** Seller has received Buyer's acceptance of changes in this contract.

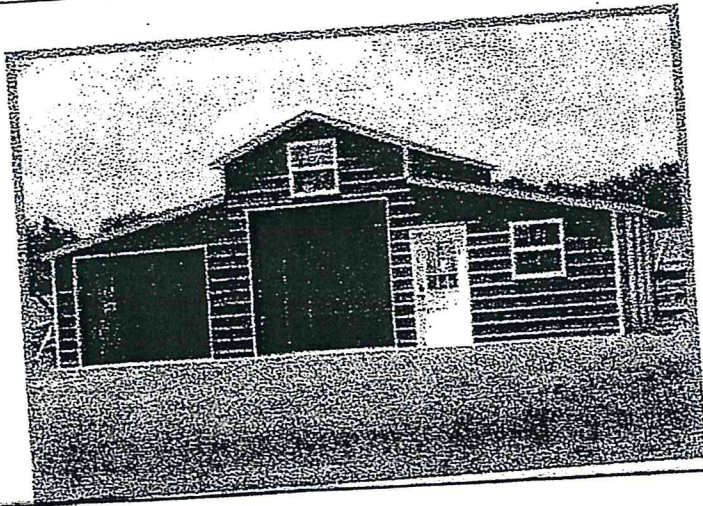
SELLER   
SELLER

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.

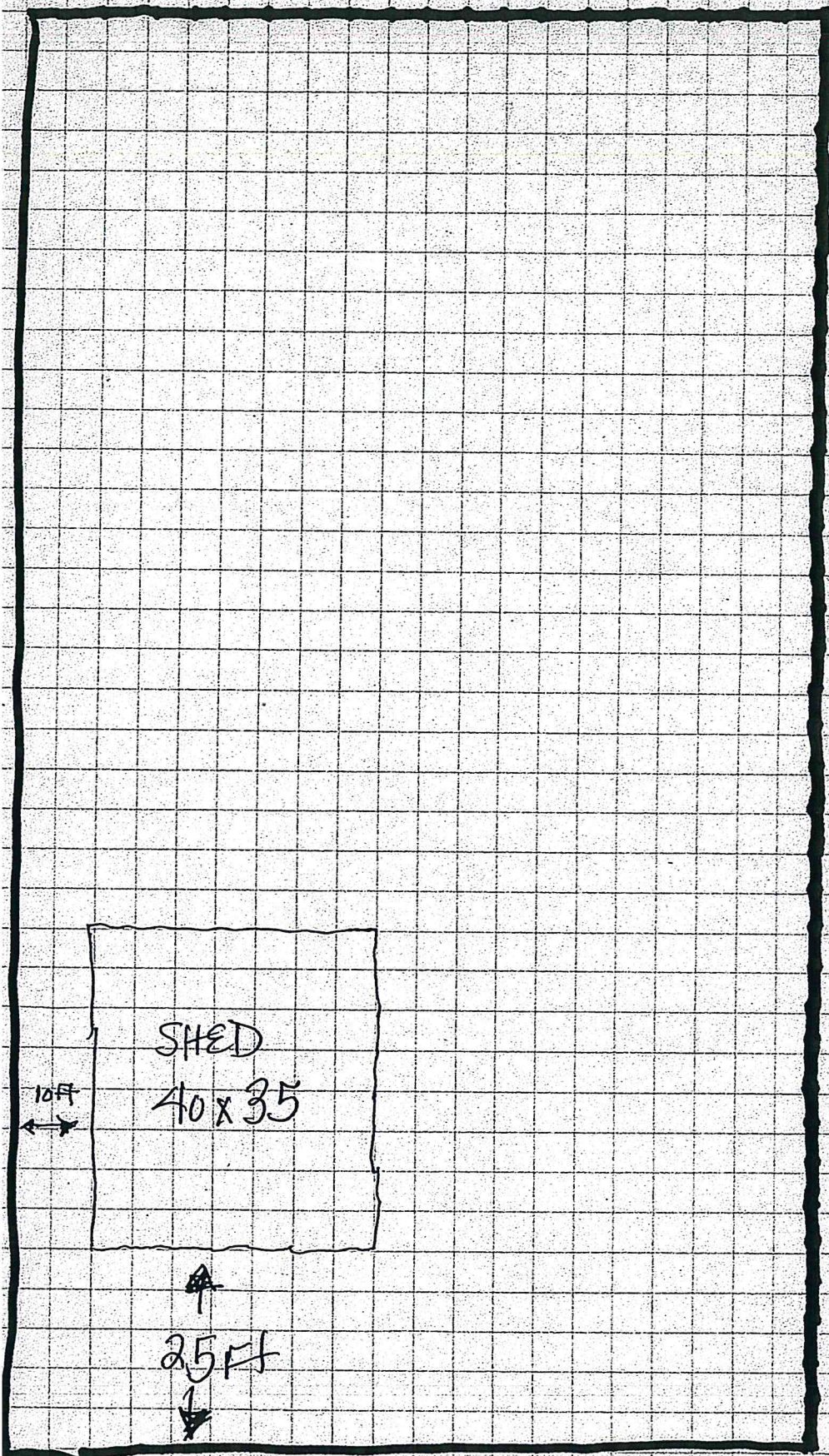


# PROPOSED DESIGN

40 X 35



Parcel ID - 000-09-28-229-001-00



↑  
180 ft  
↓

SHED  
40 x 35

10 ft  
←→

↑  
25 ft  
↓

5 ft

← 100 ft →  
DONNELLY Road

**TOWNSHIP OF LEONI**

Receipt: 153043

08/26/20

913 5TH STREET  
P.O. BOX 375  
MICHIGAN CENTER, MI 49254

Cashier: TPOTTER  
Received Of: GERALD MCCARROLL

(517) 764-4694  
(517) 764-1106 FAX

The sum of: 450.00

ZON	DONNELLY RD VARIANCE		450.00	
		Total	450.00	
		CHECK	1104	225.00
		CHECK	1106	225.00

Signed: \_\_\_\_\_

**LEONI TOWNSHIP OFFICE  
913 FIFTH ST  
MICHIGAN CENTER MI 49254  
517-764-4694 PHONE 517-764-1106 FAX**

# NOTICE

The Leoni Township Zoning Board of Appeals will hold a ZOOM Public Hearing, Monday, September 21, 2020 at 6:00 P.M. in the Leoni Township Meeting Hall, 913 Fifth St., Michigan Center, Michigan, 49254.

**“This meeting is being held by ZOOM because of the COVID-19 State of Emergency and in conformance with Executive Orders issued by the Governor of the State of Michigan.”**

**Please visit the Leoni Township website at <http://www.leonitownship.com> prior to the meeting for instructions regarding remote access and any updates that may be needed due to COVID-19 requirements.**

000-09-28-229-001-00  
Gerald & Sandra McCarroll  
Donnelly Rd./Lot 12 Bentwood Preserve

Purpose of hearing: Variance

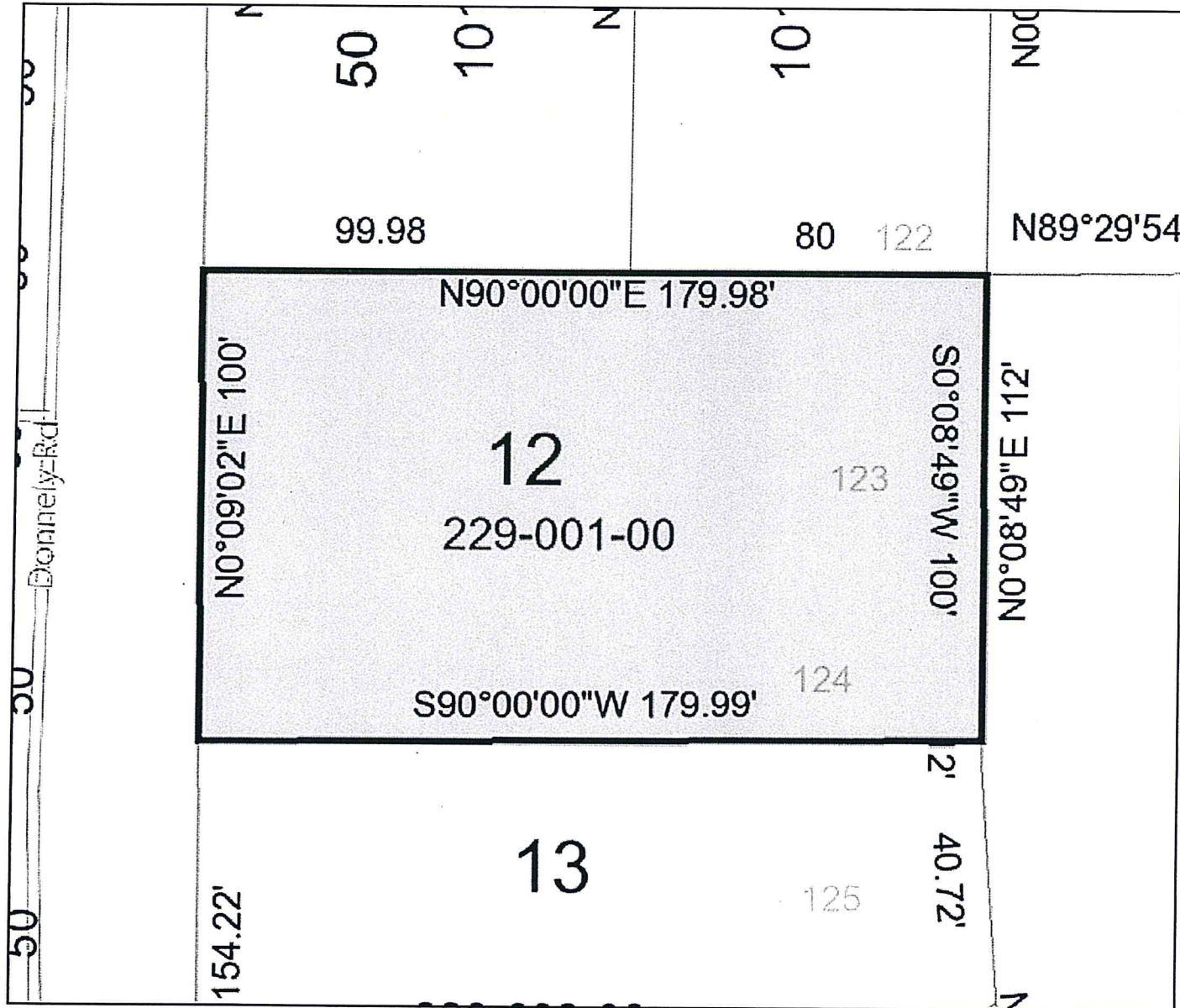
**Legal Description:** COM AT THE NE COR OF THE NE ¼ SEC 28 TH IN A SLY DIR ALG TH E LN OF NE ¼ HAVING AN ASSUMED BEARING OF S00°53'13"E 413.41 FT TH S89°28'26"W 411.04 FT TO THE ELY ROW LN OF DONNELLY RD TH S00°09'02"W ALG ELY ROW LN OF DONNELLY RD 560.00 FT FOR POB TH N90°00'00"E 179.98 FT S00°08'49"W 100.00 FT TH N90°00'00"W 179.99 FT TO THE INTERSECTION OF THE ELY ROW LN OF DONNELLY RD TH N00°09'02"E ALG ELY ROW LN OF DONNELLY RD 100.00 FT TO BEG. (FKA UNIT 12 BENTWOOD PRESERVE CONDOMINIUM) SEC 28 T2S R1E 0.413 A +/- SPLIT ON 02/11/2019 FROM 002-09-27-101-012-00;

Kerry Pickett, Clerk



# Parcel Report - Parcel ID: 000-09-28-229-001-00

8/26/2020



**Owner Name** CHMIELEWSKI CHRISTOPHER G  
**Owner Address** 5235 PINE DR  
 JACKSON, MI 49201  
**Homestead** 0  
**Parcel Address** 3916 DONNELLY RD  
 JACKSON, MI 49201  
**Property Class** 402 - RESIDENTIAL VACANT  
**Status** Active  
**Acreage** 0.413  
**Gov't Unit** Leoni  
**Tax Unit** Leoni  
**School District** EAST JACKSON SCHOOL  
**Liber/Page** 2144-552

	2018	2019	2020
<b>Taxable Value</b>	\$0.00	\$1,971	\$5,240
<b>Assessed Value</b>	\$0.00	\$8,420	\$5,240

### Tax Description:

COM AT THE NE COR OF THE NE 1/4 SEC 28 TH IN A SLY DIR ALG TH E LN OF NE 1/4 HAVING AN ASSUMED BEARING OF S00°53'13"E 413.41 FT TH S89°28'26"W 411.04 FT TO THE ELY ROW LN OF DONNELLY RD TH S00°09'02"W ALG ELY ROW LN OF DONNELLY RD 560.00 FT FOR POB TH N90°00'00"E 179.98 FT S00°08'49"W 100.00 FT TH N90°00'00"W 179.99 FT TO THE INTERSECTION OF THE ELY ROW LN OF DONNELLY RD TH N00°09'02"E ALG ELY ROW LN OF DONNELLY RD 100.00 FT TO BEG. (FKA UNIT 12 BENTWOOD PRESERVE CONDOMINIUM) SEC 28 T2S R1E 0.413 A +/- SPLIT ON 02/11/2019 FROM 002-09-27-101-012-00;



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description. The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.



000-09-28-205-001-00  
VANEYCK SUE A  
5681 HOLLY DR  
JACKSON, MI 49201

000-09-28-205-040-00  
CAVINS DENIS  
2714 GRANADA DR APT 2B  
JACKSON, MI 49202

000-09-28-205-041-00  
RUPERT MARIE C  
5678 POPLAR DR  
JACKSON, MI 49201

000-09-28-205-042-00  
GIROUX JAMES G  
3920 DONNELLY RD  
JACKSON, MI 49201

000-09-28-207-002-00  
LUBITZ WILLIAM O & MICHELE J  
5671 POPLAR DR  
JACKSON, MI 49201

000-09-28-207-001-00  
CARLSON BENJAMIN & DEBORAH  
5677 POPLAR DR  
JACKSON, MI 49201

000-09-28-207-003-00  
ETUE JAMES & LAURA  
5679 JUNIPER DR  
JACKSON, MI 49201

000-09-28-226-009-01  
JACKSON JEFFREY L  
4012 DONNELLY RD  
JACKSON, MI 49201

000-09-28-228-001-00  
FESSENDEN FLOYD F  
3995 DONNELLY RD  
JACKSON, MI 49201

000-09-28-226-009-00  
JACKSON JEFFREY L  
4012 DONNELLY RD  
JACKSON, MI 49201

000-09-28-228-002-00  
KRAMER RICHARD & YELENA  
3997 DONNELLY RD  
JACKSON, MI 49201

000-09-28-226-010-00  
JACKSON JEFFREY L  
4012 DONNELLY RD  
JACKSON, MI 49201

000-09-28-228-003-00  
CRITTENDEN TIMOTHY R & SUZANNE M  
4001 DONNELLY RD  
JACKSON, MI 49201

000-09-28-226-005-00  
GILLUM DANIEL & BROOK  
5693 HOLLY DR  
JACKSON, MI 49201

000-09-28-226-006-00  
NAVARRE HELEN & BUNCH MARY & DARRELL  
3910 DONNELLY RD  
JACKSON, MI 49201

000-09-28-226-007-00  
FARTHING DAN  
3980 DONNELLY RD  
JACKSON, MI 49201-8810

000-09-28-226-008-00  
JACKSON JEFFREY L  
4012 DONNELLY RD  
JACKSON, MI 49201

000-09-28-228-004-01  
FANKHAUSER MARVIN & CYNTHIA  
9058 W WESTON RD  
MORENCI, MI 49256

000-09-27-101-003-08  
KRAMER RICHARD & YELENA  
3997 DONNELLY RD  
JACKSON, MI 49201

002-09-27-101-008-00  
SHINABERY LELAND K & MARY A TRUST  
99 BENTWOOD DR  
JACKSON, MI 49201

002-09-27-101-011-00  
WALCOTT KENT & KELLIE  
1643 GASLIGHT LN  
JACKSON, MI 49201

002-09-27-101-010-00  
WALCOTT KENT & KELLIE  
1643 GASLIGHT LN  
JACKSON, MI 49201

002-09-27-101-009-00  
SHINABERY LELAND K & MARY A REV TR  
99 BENTWOOD DR  
JACKSON, MI 49201

002-09-27-101-007-00  
SHINABERY LELAND K & MARY A TRUST  
99 BENTWOOD DR  
JACKSON, MI 49201

002-09-27-101-001-00  
MATTHEWS GARY & TONJA  
310 S DWIGHT  
JACKSON, MI 49203

002-09-27-101-002-00  
MATTHEWS GARY & TONJA  
310 S DWIGHT  
JACKSON, MI 49203

002-09-27-101-003-00  
PETRY DANIEL G  
102 BENTWOOD DR  
JACKSON, MI 49201

002-09-27-101-999-99  
J & S LAND CORPORATION  
967 OTNEY DR  
JACKSON, MI 49201

000-09-27-101-003-14  
KRAMER RICHARD & YELENA  
3997 DONNELLY RD  
JACKSON, MI 49201

000-09-27-101-003-13  
MORITZ TIMOTHY & CARLSON DEBORAH  
1289 CUNNINGHAM RD  
JACKSON, MI 49201

000-09-28-229-001-00

CHMIELEWSKI CHRISTOPHER G

5235 PINE DR

JACKSON, MI 49201

000-09-28-229-002-00

CRITTENDEN TIMOTHY & SUZANNE M

4001 DONNELLY RD

JACKSON, MI 49201



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**LEONI TOWNSHIP OFFICE  
913 FIFTH ST  
MICHIGAN CENTER MI 49254  
517-764-4694 PHONE 517-764-1106 FAX**

# NOTICE

The Leoni Township Zoning Board of Appeals will hold a ZOOM Public Hearing, Monday, September 21, 2020 at 6:00 P.M. in the Leoni Township Meeting Hall, 913 Fifth St., Michigan Center, Michigan, 49254.

**“This meeting is being held by ZOOM because of the COVID-19 State of Emergency and in conformance with Executive Orders issued by the Governor of the State of Michigan.”**

**Please visit the Leoni Township website at <http://www.leonitownship.com> prior to the meeting for instructions regarding remote access and any updates that may be needed due to COVID-19 requirements.**

000-14-06-476-001-03  
Robert Richardson for Leoni Reserve  
1280 Falahee Rd., Jackson, MI 49203

Purpose of hearing: Variance

Legal Description: BEG AT INTERSECTION OF SLY LN OF ASSESSOR'S PLAT OF FORD ACRES AND E SEC LN TH S ALG E SEC LN 335.076 FT TO A PT FOR PL OF BEG OF THIS DESCN TH CONTINUING S 201.046 FT TH W PAR WITH E&W 1/4 LN 650 FT TH N PAR WITH E SEC LN TO A PT 650 FT DUE W OF BEG TH E 650 FT TO BEG. SEC 6 T3S R1E 2.9999 ACRES (1998 NEW OUT OF 000-14-06-476-001-01)

Kerry Pickett, Clerk

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# Parcel Report - Parcel ID: 000-14-06-476-001-03

8/26/2020

S89°32'59"W 650'

476-001-03  
3 A

N89°32'59"E 650'

**Owner Name** BERTSCH JEFFREY L & JOCELYN M

**Owner Address** 1280 FALAHEE RD  
JACKSON, MI 49203

**Homestead** 100

**Parcel Address** 1280 FALAHEE RD  
JACKSON, MI 49203

**Property Class** 401 - RESIDENTIAL

**Status** Active

**Acreage** 3

**Gov't Unit** Leoni

**Tax Unit** Leoni

**School District** MICHIGAN CENTER SCHOOL

**Liber/Page** 1994-744

	2018	2019	2020
<b>Taxable Value</b>	\$24,263	\$24,845	\$25,317
<b>Assessed Value</b>	\$46,962	\$50,164	\$55,975

**Tax Description:**

BEG AT INTERSECTION OF SLY LN OF ASSESSOR'S PLAT OF FORD ACRES AND E SEC LN TH S ALG E SEC LN 335.076 FT TO A PT FOR PL OF BEG OF THIS DESCN TH CONTINUING S 201.046 FT TH W PAR WITH E&W 1/4 LN 650 FT TH N PAR WITH E SEC LN TO A PT 650 FT DUE W OF BEG TH E 650 FT TO BEG. SEC 6 T3S R1E 2.9999 ACRES (1998 NEW OUT OF 000-14-06-476-001-01)



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description. The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.



FOR TOWNSHIP USE:

Public Notice Published: \_\_\_\_\_

Public Notice Mailed: \_\_\_\_\_

Hearing Held: \_\_\_\_\_

Z.B.A. Case No.: \_\_\_\_\_

Date and Time Received: \_\_\_\_\_

Date Paid: \_\_\_\_\_

**LEONI TOWNSHIP ZONING BOARD OF APPEALS - VARIANCE APPLICATION**  
**REQUIRED INFORMATION:**

**I. Name of Applicant/Owner Requesting Zoning Board of Appeals Review and Opinion.**

**A. Applicant:**

1. Name: ROBERT RICHARDSON FOR LEONI RESERVE

2. Mailing Address: 602 SWANSEA RD, NEWARK, OH. 43055

3. Property Address: 1280 FALAHEE RD.

4. Phone: (719) 371-2917

**B. Owner of property if different than above:**

1. Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Phone: \_\_\_\_\_

**II. Location of Property:**

A. Street name and number if assigned: 1280 FALAHEE RD.  
zip code: 43203

B. Property tax identification number and legal description of property involved:  
~~000-14-476-001-03~~ 000-14-06-476-001-03

C. List deed restriction and easements: NONE EXCEPT FALAHEE RD. R.O.W.

D. With all requests, a plot plan drawn to scale showing lot, location of existing buildings, proposed buildings, and any additions to existing buildings plus distances from property lines.

E. Present zoning of property: (M) INDUSTRIAL

**II. Nature of Request:**

	REQUIRED	PROPOSED
LOT SIZE	_____	_____
AVERAGE LOT WIDTH	_____	_____
FRONT YARD SETBACK	_____	_____
SETBACK FROM LAKE	_____	_____
TOTAL OF BOTH SIDES	_____	_____
PERCENT OF LOT COVERAGE	_____	_____
REAR YARD SETBACK	_____	_____
BUILDING HEIGHT	_____	_____
TOTAL FLOOR AREA	_____	_____
OFF STREET PARKING	_____	_____
SIGN SIZE/HEIGHT/NUMBER	_____	_____
SIDE YARD SETBACK	_____	_____
FROM NORTH PROPERTY LINE	<u>60'</u>	<u>30'</u>

IV. Effect of request on Applicant:

- A. What specific problem(s) would be created if your request is not granted?  
 IF THE VARIANCE WASNT GRANTED, WE WOULD PROBABLY NOT BE ABLE TO ACCESS THE <sup>SOUTH</sup> SIDE OF THE BLDG. WITH VEHICLES WITHOUT REMOVING THE EX-GARAGE THAT WAS PLANNED TO BE USED WITH THE NEW OPERATION.
- B. What are the unique conditions which apply to your property or request as opposed to other properties in your area? THE LOCATION OF THE BLDG. SHOWN ON THE PLAN IS ON THE FLAT OR RELATIVE CONSTANT GROUND SURFACE ELEVATION OF THE PROPERTY. IF THE BLDG. IS LOCATED 60' FROM THE NORTH PROP. LINE, THERE IS A GROUND SURFACE ELEV. DIFFERENTIAL OF 4 FT. OR MORE FROM THE NORTH WALL OF THE BLDG. TO THE SOUTH WALL OF THE BLDG.
- C. What undue hardship would be placed upon the applicant as a direct result of the variance being denied? SAME AS A. ABOVE

V. Effect of Request on Other Properties:

- A. If your request is granted, what effect will it have on the area? Will it hamper access by emergency vehicles or personnel? Will it hamper or restrict light, air or access to adjacent properties; will it in any way create any problems or concerns to other properties in the area? NO. THE PROPERTY TO THE SOUTH IS MARSH, THE PROPOSED NEW BLDG. IS ROUGHLY 220 FT. FROM THE E OF FALABEE RD., THE PROPERTY TO THE WEST IS ALSO MARSH, AND THE BLDG., WHICH IS ROUGHLY ONLY 16 FT. HIGH, IS 30 FT. FROM THE NORTH, WHICH IS THE VARIANCE REQUEST PROP. LINE.

ACKNOWLEDGEMENT AND CERTIFICATION: It is hereby acknowledged that the applicant(s) /owner(s) Have fully read and completed the above application and hereby gives consent for his property to be examined for this hearing. It is also understood that in case of cancellation or failure of the owner or his representative to appear at the hearing, I understand that all fees will be forfeited.

Robert C. Richardson  
Signature of applicant:

\_\_\_\_\_  
Signature of Owner (if different than applicant)

\*\*\*\*\*

ZONING BOARD OF APPEALS: The Board of Appeals having reviewed the submitted data do hereby

( ) APPROVE ( ) DISAPPROVE

the application for the following reasons \_\_\_\_\_

\_\_\_\_\_

CHAIRMAN: \_\_\_\_\_  
Signature





**LEONI TOWNSHIP OFFICE  
913 FIFTH ST  
MICHIGAN CENTER MI 49254  
517-764-4694 PHONE 517-764-1106 FAX**

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**TOWNSHIP OF LEONI**

Receipt: 152678

08/24/20

913 5TH STREET  
P.O. BOX 375  
MICHIGAN CENTER, MI 49254

Cashier: TPOTTER  
Received Of: ROBERT RICHARDSON

(517) 764-4694  
(517) 764-1106 FAX

The sum of: 450.00

ZON VARIANCE APP 1280 FALAHEE

	450.00
<b>Total</b>	<b>450.00</b>

CHECK 35044298 450.00

Signed: \_\_\_\_\_