

**OTSEGO COUNTY  
ZONING BOARD OF APPEALS**

**AGENDA  
August 5, 2019  
6:00 PM**

**MEETING WILL BE IN THE PLANNING AND ZONING MEETING ROOM LOCATED AT 1322 HAYES RD**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF MINUTES:** From April 30, 2019 meeting

**CITIZEN COMMENT REGARDING ITEMS NOT ON THE AGENDA**

**PUBLIC HEARINGS:**

1. *Wesley & Holly Atkinson, property owners, represented by an agent of Dollar General, have requested a parking variance for properties located in Charlton Township:*

**021-020-100-020-01**

**023-170-018-004-00 - part of - (Lots 7-12 only)**

**023-170-019-003-00**

***M-32 East***

***Johannesburg, MI 49751***

*PZBA19-001- The purpose of the variance is to allow fewer parking spaces than required for the proposed construction of a retail business.*

*The properties have been rezoned to a B2/General Business Zoning District.*

**NEW BUSINESS:**

1. New Member (*Alternate*) – Recommendation

**OLD BUSINESS**

**ADJOURNMENT**

# Otsego County Zoning Board of Appeals

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Proposed Minutes for April 30, 2019

**Call to Order:** 6:00 pm by Chairperson Sagasser

**Roll Call:**

Present: Chairperson Sagasser, Vice-Chairperson Hoffman, Ms. Bono, Mr. Brown, Mr. Colosimo, Mr. Glasser, Mr. Switalski (*Alternate*)

Absent: Secretary McCarthy

Staff Present: Mr. Churches, Ms. Boyak-Wohlfeil

Public Present: None

**Approval of Minutes from:** September 25, 2018

Motion made to approve minutes as presented by Mr. Glasser; Seconded by Mr. Hoffman.

Motion approved unanimously.

**Citizen Comment Regarding Items not on the Agenda:** None

**Public Hearing:** None

**New Business:**

1. *Interpretation:* Multiple Family Dwellings

Mr. Churches stated Multiple Family Dwellings has been interpreted in the past as allowing multiple residences less than 720 sq ft each on one parcel and he did not interpret the Ordinance that way. He was requesting an interpretation of that section because there has been some interest from a couple different parties and he wanted clarification on the intent of the use. He interpreted a multiple family dwelling as more of an apartment or duplex with more than one dwelling under one roof as opposed to individual structures. He had presented the members with sections of the Ordinance along with definitions not defined in the Ordinance from other state agencies.

Chairperson Sagasser questioned what specifically needed interpretation.

Mr. Churches stated whether multiple single family dwellings less than 720 sq ft each occupying a single parcel was considered a multiple family dwelling.

Vice Chairperson Hoffman questioned if there was a limit to the number of these dwellings on a parcel.

Mr. Churches stated Article 17 set limits on the number of bedrooms in relation to the square footage of the parcel and setbacks for the district.

Mr. Colosimo stated there were specific criteria that had to be met according to that section.

Mr. Churches stated there were and approval from the health department was also required. One such project of this nature had already been approved in Bagley Township and the Township had concerns about the maintenance of the shared septic and future sale of the property. They were currently under one owner and being rented.

Chairperson Sagasser stated just one structure less than 720 sq ft would not be allowed; there would have to be multiple structures.

Vice Chairperson Hoffman stated they would also have to meet required distances between the structures.

# Otsego County Zoning Board of Appeals

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Proposed Minutes for April 30, 2019

Mr. Churches stated it was essentially a multiple of tiny houses on one parcel and he did not interpret the Ordinance that way.

Mr. Brown stated he did not see it that way either but tiny houses were becoming very popular.

Mr. Switalski stated there was a subdivision of tiny houses near Alanson that resembled a mobile home park but looked very nice.

Ms. Bono questioned if other ordinances had written language for these tiny houses and stated something more specific needed to be added to the Ordinance for that to be allowed.

Mr. Churches stated other ordinances did have language pertaining to them and he had no objection to them; he just did not interpret the current Ordinance as allowing them. The Planning Commission would have to discuss if language were to be added.

Chairperson Sagasser questioned if the project in Bagley Township set precedence or if there were others.

Mr. Churches stated as far as he knew, it was the only one; a site plan for the project was presented for reference.

Mr. Colosimo stated the owners were proposing the same type of project on multiple parcels in the area.

Mr. Glasser questioned Bagley Township's concerns.

Mr. Churches stated they had concerns with the multiple shared septic systems; he had concerns with approval but did not get into them because he had not been around at that time.

Mr. Brown questioned if tiny houses were allowed in the Master Plan.

Mr. Churches stated they were not specifically.

Mr. Brown stated since the Master Plan was being reviewed, it should be discussed and possible language added to the Ordinance.

Chairperson Sagasser questioned if this was permitted in all zoning districts.

Mr. Churches stated it was a permitted use in a R2 Zoning District and a permitted use subject to special conditions in a R3.

Mr. Colosimo stated there was a need for something like this although he did not consider these tiny houses.

Chairperson Sagasser stated they could be compared to apartments divided into separate units.

Vice Chairperson Hoffman stated he recommended the Planning Commission set up a committee to discuss language to coincide with the Master Plan update.

Mr. Glasser stated he was fine with how it had been interpreted; this was not something they could legislate.

Motion made by Mr. Hoffman to interpret Article 17 of the Otsego County Zoning Ordinance allowing multiple single family dwellings less than 720 sq ft to occupy a single parcel until further defined by the Planning Commission; Seconded by Mr. Glasser.

Motion approved unanimously.

# Otsego County Zoning Board of Appeals

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Proposed Minutes for April 30, 2019

## 2. ZBA By-Laws -Amend

Mr. Churches stated there were a few minor amendments that needed to be made to the Zoning Board of Appeals By-Laws related to section additions and numbering.

Motion made by Mr. Glasser to amend the ZBA By-Laws as presented; Seconded by Mr. Hoffman.

Motion approved unanimously.

## 3. Elections

Motion made by Mr. Brown to nominate Mr. Sagasser for another term as Chairperson; Seconded by Mr. Hoffman.

Motion approved unanimously.

Motion made by Ms. Bono to nominate Mr. Hoffman for another term as Vice Chairperson; Seconded by Mr. Brown.

Motion approved unanimously

Motion made by Ms. Bono to nominate Mr. McCarthy for another term as Secretary; Seconded by Mr. Brown.

Motion approved unanimously.

Chairperson:	Mr. Sagasser
Vice Chairperson:	Mr. Hoffman
Secretary:	Mr. McCarthy

## 4. Expiring Terms:

### a. Colosimo – 2018

Motion made by Mr. Hoffman to recommend reappointment of Mr. Colosimo to another Zoning Board of Appeals term; Seconded by Ms. Bono.

Motion approved unanimously.

### b. Bono – 2019

Ms. Bono stated she was declining reappointment to the Zoning Board of Appeals; she was planning on moving in the near future.

### c. McCarthy – 2019

Motion made by Ms. Bono to recommend reappointment of Mr. McCarthy to another Zoning Board of Appeals term; Seconded by Mr. Hoffman.

Motion approved unanimously.

## 5. New Member (*Alternate*) – Recommendation

Mr. Churches stated Tim Miller had applied to the Zoning Board of Appeals as an alternate member but since Ms. Bono was resigning, he would become a regular member.

# Otsego County Zoning Board of Appeals

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Proposed Minutes for April 30, 2019

Motion made by Mr. Glasser to recommend appointment of Mr. Miller to the Zoning Board of Appeals; Seconded by Mr. Brown.

Motion approved unanimously.

**Old Business:** None

**Communications:** None

**ZBA Member Items:** None

Motion made by Mr. Glasser to adjourn the meeting; Seconded by Ms. Bono.

Motion approve unanimously.

**Adjournment:** 6:55 pm by Chairperson Sagasser

Mike McCarthy, ZBA Secretary

Christine Boyak-Wohlfeil, Recording Secretary

**OTSEGO COUNTY  
ZONING BOARD OF APPEALS**

**PZBA19-001  
VARIANCE**

**021-020-100-020-01, 023-170-018-004-00 – part of, 023-170-019-003-00**

***Exhibit List***

- Exhibit #1:* Application for case PZBA19-001 submitted by Applicant
- Exhibit #2:* Otsego County Zoning Map Effective Date March 20, 2010/Amended June 25, 2019
- Exhibit #3:* Otsego County Zoning Ordinance Effective March 20, 2010/Amended April 23, 2019
- Exhibit #4:* Copy of Otsego County Equalization Department record cards/Warranty Deed 1357/564
- Exhibit #5:* Site Plan
- Exhibit #6:* Survey
- Exhibit #7:* Purchase Contract dated February 11, 2019
- Exhibit #8:* Public Hearing Notice
- Exhibit #9:* Letter to Charlton Township Planning Commission dated July 1, 2019
- Exhibit #10:* Response from Charlton Township Planning Commission dated...
- Exhibit #11:* Map and list of parties notified
- Exhibit #12:* Receipt #01318049
- Exhibit #13:* Finding of Fact/PZBA19-001
- Exhibit #14:* Land Use Site Plan Review Check List / Requirements

**Zoning Board of Appeals  
Non-Use Variance Applicant**



**APPLICANT INFORMATION:**

Name: DGOGJohannesburgmi030619LLC Owner/Agent/Other Interest  
(Circle One)  
Address: 1598 Imperial Center, Suite 2001, West Plains, MO 65775  
Phone: 417-256-4790 Fax: 17-256-8152  
Email Address: rodhamby@theoverlandgroup.com

**PROPERTY OWNERS INFORMATION: (If different from applicant)**

Name: Wesely and Holly Atkinson Owner/Agent/Other Interest  
(Circle One)  
Address: P.O. Box 45, Johannesburg MI 49751  
Phone: 989-619-1676 Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**PROPERTY INFORMATION:**

Address/Location: M-32 just west of post office in Johannesburg.  
Parcel Number(s): 021-020-100-020-01, Part of 023-170-018-004-00, 023-170-019-003-00  
Zoning District: B2 Current Use: vacant

**ATTACHMENTS:** Please submit the following items with the application:

- Site Plan showing the following:
  - Dimensions of property
  - Location and dimensions of any existing buildings and/or structures
  - Any unique natural features such as lakes, rivers, streams, wetlands, steep slopes
  - Location and dimensions of proposed building and/or structure
- Copy of deed(s) and accurate legal description of property
- You are encouraged to include photographs and illustrations to support your case

\*\*\*You may use additional pages to explain any item that space does not allow.

**NATURE OF REQUEST:** (Clearly state the complete variance you are requesting)

The county parking code requires one space per 150 s.f. of usable floor area. This ratio would mean construction of 48 parking spaces. Operation of thousands of similar Dollar General stores indicates that only 30 spaces are needed for a typical location. We requires that a parking variance be approved allowing construction of 30 parking spaces.

\*\*\*LAND USE SERVICES USE ONLY\*\*\*

Permit Number: <u>TXBA19-001</u>	Fee: <u>\$400</u>	Date Received: <u>6-24-19</u>	Date Complete: _____
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# Zoning Board of Appeals Non-Use Variance Applicant



**UTILITIES AVAILABLE ON SITE:** *(Check all that apply)*

Water     Well     Sewer     Septic

**PROPERTY DESCRIPTION:**

Area of Lot *(acres/square feet)*: 1.49 acres / 0.33 acres / 1.34 acres  
 Dimensions of Lot: 240'x 360' / 120'x 120' / 66'x 589'

**STRUCTURES:**

	DESCRIPTION	HEIGHT	EXISTING	PROPOSED
Number of Buildings on Site:	Dollar General	18'	none	1

Use, Area and Dimensions:  
*(Each building)*

DESCRIPTION	HEIGHT	EXISTING	PROPOSED
Dollar General	retail	9100 s.f.	70'x130'

Area of Other Structures:  
*(Decks, gazebos, steps, etc.)*

none			

Percentage of Lot Coverage

32%

**APPLICATION SIGNATURE:**

All correspondence and notices regarding the application will be transmitted to the applicant. By signing this application the applicant is indicating that all information contained in this application is complete and accurate to the best of his/her knowledge.

                     6/18/2019                      Rod Hamby  
 (Signature)    (Date)    (Print Name)

I hereby grant permission for member of the Township Board, Township Planning Commission, Otsego County Zoning Board of Appeals and Otsego County officials, staff and consultants to enter the above described property for the purposes of gathering information related to the application.

\*\*\*Note to applicant/property owner: This permission is optional and failure to grant permission will not affect any decision on the applicant.\*\*\*

\_\_\_\_\_  
 (Signature of Property Owner)                      (Date)                      (Print Name)

Zoning Board of Appeals  
Non-Use Variance Applicant



**THE APPLICANT MUST DEMONSTRATE THE FOLLOWING CONDITIONS EXIST:**

\*\*\*This section MUST be completed\*\*\*

**PRACTICAL DIFFICULTY:** A practical difficulty exists on the subject site (such as exceptional narrowness, shallowness, shape or area; presence of floodplains; exceptional topographic conditions) and strict compliance with the Zoning Ordinance standards would unreasonably prevent the owner from using the subject site for a permitted use or would render conformity unnecessarily burdensome. Demonstration of a practical difficulty shall have a bearing on the subject site or use of the subject site and not to the applicant personally. Economic hardship or optimum profit potential is not consideration for practical difficulty.

Width of lot does not allow proposed building, parking, septic, and detention areas along with a second row of parking for unnecessary spaces.

**26.6.1. PUBLIC WELFARE:** Will granting this variance uphold the spirit of the ordinance, secure public safety and uphold substantial justice to the property owners in the district. The Board must consider whether or not granting a variance will hinder Otsego County in achieving the very goals and objectives the ordinance is trying to accomplish. You should explain how your application is consistent with and does not violate the intent of the particular section(s) that apply to it; merely saying it does not, is not enough.

Operation of thousands of similar stores indicate that only 30 spaces are required for a Dollar General store. Eliminating unnecessary spaces also reduces the amount of runoff by reducing the amount of paving.

**26.6.2. SUBSTANTIAL JUSTICE:** The variance would provide substantial justice by granting the property rights similar to those enjoyed by the majority of other properties in the vicinity and other properties in the same zoning district. The decision shall not bestow upon the property special development rights not enjoyed by other properties in the same district or which might result in substantial adverse impacts on properties in the vicinity (such as the supply of light and air, significant increases in traffic, increased odors and increase in the danger of fire or other activities which may endanger the public safety, comfort, morals or welfare).

Reduction in the number of parking spaces reduces runoff and the amount of required parking lot lighting. A brief check indicates that a parking variance would be consistent with other commercial properties in the area.

Zoning Board of Appeals  
Non-Use Variance Applicant



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Zoning Board of Appeals  
Non-Use Variance Applicant



**26.6.3. UNIQUE SITUATION:** The demonstrated practical difficulty results from exceptional or extraordinary circumstances or conditions applying to the subject site at the time the Ordinance was adopted or amended which are different than typical properties in the same zoning district or vicinity. List in detail the unique circumstances or conditions that apply to your property. Please explain here the problem with your land.

Dollar General operates over 15,000 similar facilities nationwide. Internally, Dollar General has found that 30 spaces are all that are necessary for operation of their 9,100 s.f. store. The addition of 18 unnecessary parking spaces negatively impact the bufferyard requirements of the property.

**26.6.4. NOT SELF-CREATED:** The conditions resulting in a variance request cannot be self-created and would have existed regardless of ownership of the property.

The lack of lot width and the desire to eliminate unnecessary parking spaces exist regardless of ownership and are not self created.

**26.6.5. MINIMUM VARIANCE NECESSARY:** The variance shall be the minimum necessary to grant relief created by the practical difficulty. Please explain/list other alternatives and the reasons why these options are not feasible.

As noted above, 30 spaces are all that the typical Dollar General store requires. Adding spaces beyond 30 will only increase paved area, parking lot lighting, and reduce the amount of landscaping area.

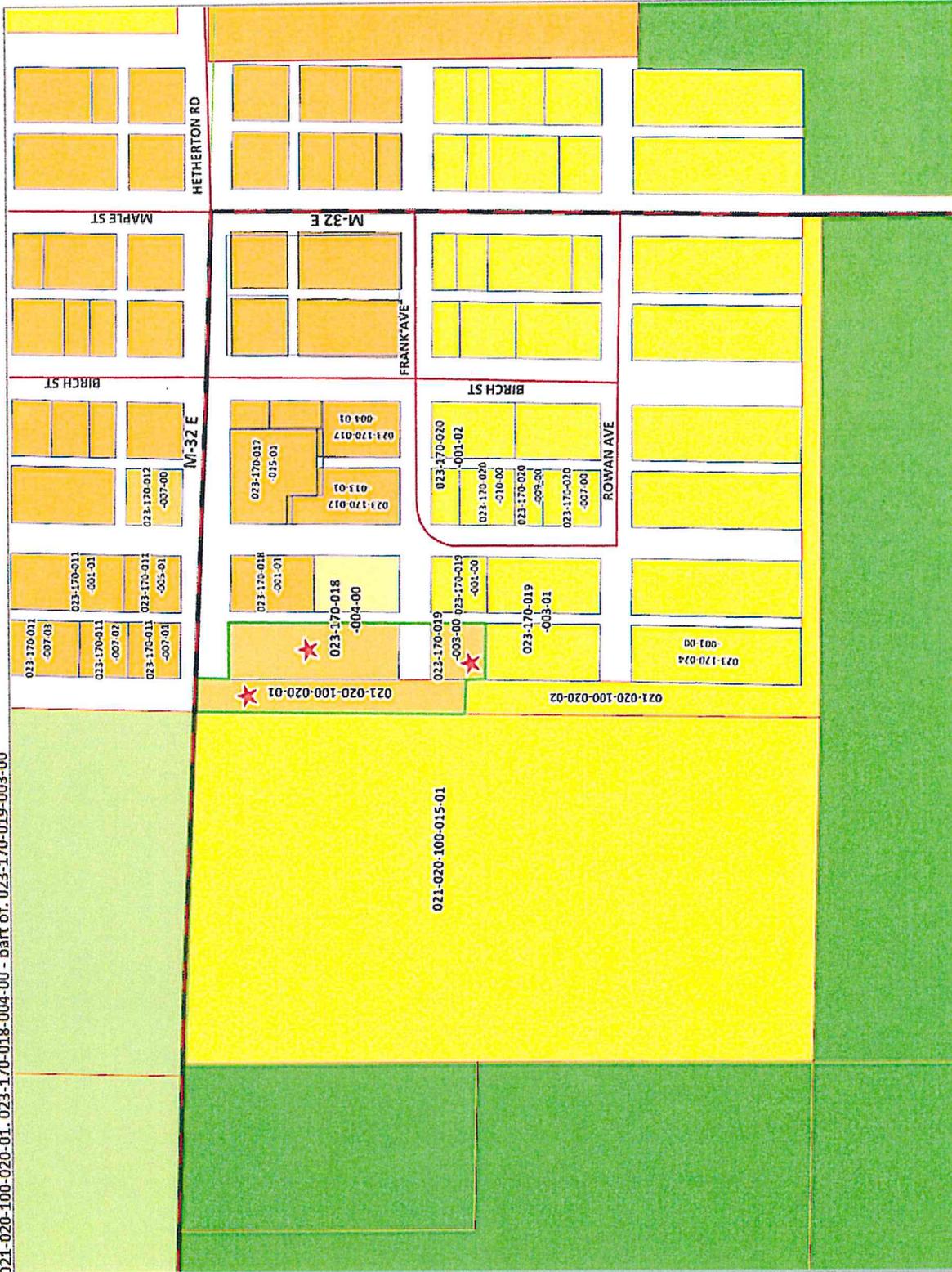
**COMPLIANCE WITH OTHER LAWS:** The variance is the minimum necessary to comply with state or federal laws, such as farming activities protected by the "Right to Farming Act" or accessibility to meet the needs of individual with disabilities protected under the Americans with Disabilities Act.

The parking area will meet all ADA requirements. The variance will not impact the ability to meet any other laws.

# OTSEGO COUNTY ZONING MAP

## LEGEND

	R-1 RESIDENTIAL
	R-2 GENERAL RESIDENTIAL
	R-3 RESIDENTIAL ESTATES
	RR RECREATION RESIDENTIAL
	FR FORESTRY RECREATION
	AR AGRICULTURAL RESOURCE
	B-1 LOCAL BUSINESS
	B-2 GENERAL BUSINESS
	B-3 BUSINESS, LIGHT MANUFACTURING
	I INDUSTRIAL
	HX HIGHWAY INTERCHANGE
	MUZ MAIN MULTIPLE ZONING MAIN STREET
	MUZ TWIN CH MULTIPLE ZONING TOWN CENTER
	PUD PLANNED UNIT DEVELOPMENT
	STATE LAND
	N/A



OTSEGO COUNTY  
TREASURER'S OFFICE  
Gaylord, Mich.

9-29-14

I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date of this instrument. This does not include taxes in the process of local collection, board of review, PRE denial or tax tribunal.

*Brock H. James Deputy* COUNTY TREASURER



LIBER 1357 PAGE 564



OTSEGO COUNTY MICHIGAN  
RECEIVED FOR RECORD  
SUSAN DEFEYTER, CLERK/REGISTER OF DEEDS  
09/29/2014 3:01:02 PM



OTSEGO COUNTY  
SEPTEMBER 29, 2014  
RECEIPT #22168

MICHIGAN \$ 41.80-CO  
REAL ESTATE \$ 285.00-ST  
TRANSFER TAX STRHP = 8802

RCUD SEP 29 14 PM 2:47

### Warranty Deed

(3/97)

The Grantor	Gary Lee Haskill and Nancy JoAnne Haskill, husband and wife
whose address is	11801 Sparr Road, Johannesburg, MI 49751,
conveys and warrants to	Wesley S. Atkinson and Holly A. Atkinson, husband and wife
whose address is	5827 M-32 East, Gaylord, MI 49735,

the following described premises situated in the , County of Otsego, State of Michigan to wit:

Lot 13, Block 17, Amended Plat of the Village of Johannesburg, according to the plat thereof as recorded in Liber 5 of Plats, Page 25, Otsego County Records.

023-170-017-007-01

Lots 7, 8 and 9, Block 17, Village of Johannesburg, according to the plat thereof as recorded in Liber 1 of Plats, Page 45, Otsego County Records.

023-170-017-007-01

Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 18, Village of Johannesburg, according to the plat thereof as recorded in Liber 1 of Plats, Page 45, Otsego County Records.

023-170-018-004-00

Lot 11 and 12, Block 19, Village of Johannesburg, according to the plat thereof as recorded in Liber 1 of Plats, Page 45, Otsego County Records.

023-170-019-003-00

A parcel of land on part of the vacated streets of the plat of the Village of Johannesburg, as recorded in Liber 1 of Plats, Page 45, Otsego County Records, and part of the Northeast quarter of Section 20, Town 30 North, Range 1 West described as commencing at the North 1/4 corner of said Section 20; thence South 88°38'00" East, 742.53 feet along the North line of said Section 20 to the point of beginning; thence South 00°25'59" West, 589.53 feet; thence South 88°32'02" East, 99.01 feet; thence North along the East line of vacated Hemlock Street to the North section line; thence West to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining thereto.

*W315 Westshore Ln.  
Johburg 49751  
20  
3*



SUBJECT TO all easements, reservations, rights-of-way and restrictions of record, if any.

The Grantors grant to the Grantees the right to make \_\_\_\_ divisions under Section 108 of the Land Division Act, Act 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act

Subject to any encumbrances accruing from the acts or omissions of those other than Grantor from and after January 6, 2009, being the date of a certain Land Contract executed between the parties herein, recorded in Liber 1188, Page 605, Otsego County records, pursuant to which this deed is given in complete fulfillment thereof

Reserving unto Grantors herein all oil, gas and mineral rights of every kind and nature, and all rights incidental thereto.

This deed is given for the sum of Thirty Eight Thousand and 00/100 (\$38,000.00) Dollars.

Dated: 7-21-14

Signed:

  
\_\_\_\_\_  
Gary Lee Haskill

  
\_\_\_\_\_  
Nancy JoAnne Haskill



State of Michigan  
County of Charlevoix } ss.

This foregoing instrument was acknowledged before me 21<sup>st</sup> day of July, 2021  
by Gary Lee Haskill and Nancy JoAnne Haskill.

Notary Public [Signature]  
Emily Matelski-Grud  
Charlevoix, acting in Otsego County, Michigan  
My commission expires: 9/22/2018

*Prepared by and Return To:*  
Maura A. Snabes, Esq.

**Drafted without opinion as to title**  
802 Bridge Street  
Charlevoix, MI 49720

File No: MI-160696

Revenue stamps: State: \$285.00 County: \$41.80

Grantor	Grantee		Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
HASKILL, GARY LEE & NANCY ATKINSON, WESLEY S & HOLLY	ATKINSON, WESLEY S & HOLLY		0	07/21/2014	WD	Fulfillment of LC	1357/564	DEED	0.0
HASKILL, GARY L & NANCY J ATKINSON, WESLEY S & HOLLY	ATKINSON, WESLEY S & HOLLY		38,000	01/06/2009	LC	Good	1188/605	Deed	100.0

Property Address: Class: 202 COM VACANT Zoning: R-2 Building Permit(s) Date Number Status  
 School: Jo-burg-Lewiston Area  
 P.R.E. 0%

Owner's Name/Address: ATKINSON, WESLEY S & HOLLY A  
 PO BOX 45  
 JOHANNESBURG MI 49751

Tax Description: LOTS 4-12 BLK 18 VILLAGE OF JOHANNESBURG.  
 SEC 20 T30N R1W.

Comments/Influences: Public Improvements  
 Dirt Road  
 Gravel Road  
 Paved Road  
 Storm Sewer  
 Sidewalk  
 Water  
 Sewer  
 Electric  
 Gas  
 Curb  
 Street Lights  
 Standard Utilities  
 Underground Utils.

Topography of Site  
 Level  
 Rolling  
 Low  
 High  
 Landscaped  
 Swamp  
 Wooded  
 Pond  
 Waterfront  
 Ravine  
 Wetland  
 Flood Plain

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
2019	2,900	0	2,900			2,867C
2018	2,800	0	2,800			2,800S
2017	2,800	0	2,800			2,800S
2016	2,800	0	2,800			2,800S

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 Licensed To: County of Otsego, Michigan

\*\*\* Information herein deemed reliable but not guaranteed\*\*\*

Grantor	HASKILL, GARY LEE & NANCY ATKINSON, WESLEY S & HOLLY A	Sale Price	0	Sale Date	07/21/2014	Inst. Type	WD	Terms of Sale	Fulfillment of LC	Liber & Page	1357/564	Verified By	DEED	Prct. Trans.	0.0
	HASKILL, GARY L & NANCY J ATKINSON, WESLEY S & HOLLY A		38,000		01/06/2009		LC		Good		1188/605		Deed		100.0

Property Address	Class: 202 COM VACANT Zoning: R-1		Building Permit(s)	Date	Number	Status
	School: Jo-burg-Lewiston Area					
	P.R.E. 0%					
Owner's Name/Address	2019 Est TCV 1,200 (Value Overridden)					
ATKINSON, WESLEY S & HOLLY A	Land Value Estimates for Land Table .					
PO BOX 45	Improved <input checked="" type="checkbox"/> Vacant					
JOHANNESBURG MI 49751	Public					

Tax Description	Description		Frontage	Depth	Rate	Adj.	Reason	Value
LOTS 11 & 12 BLK 19 VILLAGE OF JOHANNESBURG. SEC 20 T30N R1W.	Flat Value:		0.33	0.330	Acres	0	100	0
Comments/Influences	Total Est. Land Value =						1,200	
							1,200	

Improvements	Topography of Site
Dirt Road	Level
Gravel Road	Rolling
Paved Road	Low
Storm Sewer	High
Sidewalk	Landscaped
Water	Swamp
Sewer	Wooded
Electric	Pond
Gas	Waterfront
Curb	Ravine
Street Lights	Wetland
Standard Utilities	Flood Plain
Underground Utils.	

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
2019	600	0	600			600S
2018	600	0	600			600S
2017	600	0	600			600S
2016	600	0	600			600S



Who When What

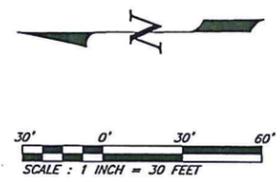
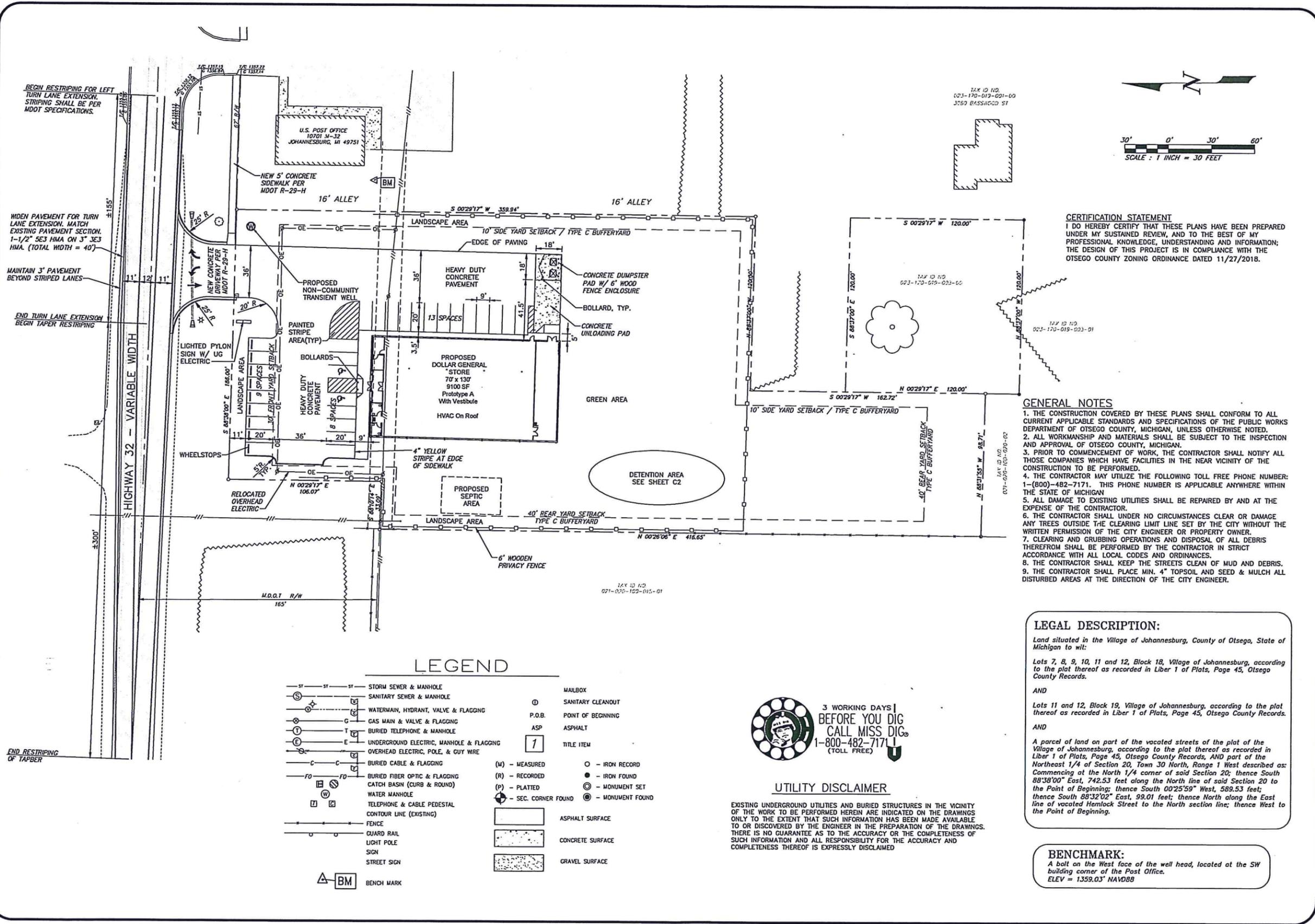
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\*\*\* Information herein deemed reliable but not guaranteed\*\*\*

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.	
HASKILL, GARY L & NANCY J	ATKINSON, WESLEY S & HOLLY	38,000	01/06/2009	LC	Good	1188/605	Deed	100.0	
Property Address	Class: 402 RES VACANT Zoning: R-1 Building Permit(s)								
	School: Jo-burg-Lewiston Area								
Owner's Name/Address	P.R.E. 0%								
ATKINSON, WESLEY S & HOLLY A	: 2019 Est TCV 1,600 (Value Overridden)								
6315 WESTSHORE LN	Improved X Vacant								
JOHANNESBURG MI 49751	Land Value Estimates for Land Table .								
Taxpayer's Name/Address	Public								
	Improvements								
	Dirt Road								
	Gravel Road								
	Paved Road								
	Storm Sewer								
	Sidewalk								
	Water								
	Sewer								
	Electric								
	Gas								
	Curb								
	Street Lights								
	Standard Utilities								
	Underground Utils.								
	Topography of Site								
	Level								
	Rolling								
	Low								
	High								
	Landscaped								
	Swamp								
	Wooded								
	Pond								
	Waterfront								
	Ravine								
	Wetland								
	Flood Plain								
Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
			2019	800	0	800			800S
			2018	800	0	800			800S
			2017	900	0	900			900S
			2016	900	0	900			900S

\* Factors \*  
 Description Frontage Depth 1.340 Acres Rate %Adj. Reason Value  
 Flat Value: 1.34 Total Acres Total Est. Land Value = 1,670

The Equalizer. Copyright (c) 1999 - 2009. Licensed To: County of Otsego, Michigan  
 \*\*\* Information herein deemed reliable but not guaranteed\*\*\*



**CERTIFICATION STATEMENT**  
 I DO HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUSTAINED REVIEW, AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, UNDERSTANDING AND INFORMATION; THE DESIGN OF THIS PROJECT IS IN COMPLIANCE WITH THE OTSEGO COUNTY ZONING ORDINANCE DATED 11/27/2018.

**GENERAL NOTES**

1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL CURRENT APPLICABLE STANDARDS AND SPECIFICATIONS OF THE PUBLIC WORKS DEPARTMENT OF OTSEGO COUNTY, MICHIGAN, UNLESS OTHERWISE NOTED.
2. ALL WORKMANSHIP AND MATERIALS SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF OTSEGO COUNTY, MICHIGAN.
3. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION TO BE PERFORMED.
4. THE CONTRACTOR MAY UTILIZE THE FOLLOWING TOLL FREE PHONE NUMBER: 1-(800)-482-7171. THIS PHONE NUMBER IS APPLICABLE ANYWHERE WITHIN THE STATE OF MICHIGAN.
5. ALL DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL UNDER NO CIRCUMSTANCES CLEAR OR DAMAGE ANY TREES OUTSIDE THE CLEARING LIMIT LINE SET BY THE CITY WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER OR PROPERTY OWNER.
7. CLEARING AND GRUBBING OPERATIONS AND DISPOSAL OF ALL DEBRIS THEREFROM SHALL BE PERFORMED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.
8. THE CONTRACTOR SHALL KEEP THE STREETS CLEAN OF MUD AND DEBRIS.
9. THE CONTRACTOR SHALL PLACE MIN. 4" TOPSOIL AND SEED & MULCH ALL DISTURBED AREAS AT THE DIRECTION OF THE CITY ENGINEER.

**LEGAL DESCRIPTION:**

Land situated in the Village of Johannesburg, County of Otsego, State of Michigan to wit:  
 Lots 7, 8, 9, 10, 11 and 12, Block 18, Village of Johannesburg, according to the plat thereof as recorded in Liber 1 of Plats, Page 45, Otsego County Records.  
 AND  
 Lots 11 and 12, Block 19, Village of Johannesburg, according to the plat thereof as recorded in Liber 1 of Plats, Page 45, Otsego County Records.  
 AND  
 A parcel of land on part of the vacated streets of the plat of the Village of Johannesburg, according to the plat thereof as recorded in Liber 1 of Plats, Page 45, Otsego County Records, AND part of the Northeast 1/4 of Section 20, Town 30 North, Range 1 West described as: Commencing at the North 1/4 corner of said Section 20; thence South 88°38'00" East, 742.53 feet along the North line of said Section 20 to the Point of Beginning; thence South 00°25'59" West, 589.53 feet; thence South 88°32'02" East, 99.01 feet; thence North along the East line of vacated Hemlock Street to the North section line; thence West to the Point of Beginning.

**BENCHMARK:**

A bolt on the West face of the well head, located at the SW building corner of the Post Office.  
 ELEV = 1359.03' NAVD88

**LEGEND**

ST	STORM SEWER & MANHOLE	MB	MAILBOX
SS	SANITARY SEWER & MANHOLE	OC	SANITARY CLEANOUT
W	WATERMAIN, HYDRANT, VALVE & FLAGGING	P.O.B.	POINT OF BEGINNING
G	GAS MAIN & VALVE & FLAGGING	ASP	ASPHALT
T	BURIED TELEPHONE & MANHOLE	7	TITLE ITEM
E	UNDERGROUND ELECTRIC, MANHOLE & FLAGGING	(M)	MEASURED
OE	OVERHEAD ELECTRIC, POLE, & GUY WIRE	(R)	RECORDED
C	BURIED CABLE & FLAGGING	(P)	PLATTED
FO	BURIED FIBER OPTIC & FLAGGING	SC	SEC. CORNER FOUND
CB	CATCH BASIN (CURB & ROUND)	IR	IRON RECORD
WM	WATER MANHOLE	IF	IRON FOUND
TC	TELEPHONE & CABLE PEDESTAL	MS	MONUMENT SET
CL	CONTOUR LINE (EXISTING)	MF	MONUMENT FOUND
F	FENCE	AS	ASPHALT SURFACE
GR	GUARD RAIL	CS	CONCRETE SURFACE
LP	LIGHT POLE	GS	GRAVEL SURFACE
S	SIGN		
SS	STREET SIGN		
BM	BENCH MARK		



**UTILITY DISCLAIMER**

EXISTING UNDERGROUND UTILITIES AND BURIED STRUCTURES IN THE VICINITY OF THE WORK TO BE PERFORMED HEREIN ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN THE PREPARATION OF THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.

**DOLLAR GENERAL**  
 HIGHWAY 32, JOHANNESBURG, MICHIGAN

NO.	DATE	DESCRIPTION	BY

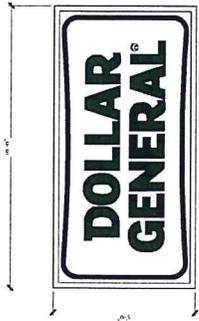
**overland**  
 ENGINEERING, LLC  
 1598 IMPERIAL CIR., STE. 2009 WEST PLAINS, MO 65775  
 PHONE: (417) 256-8150 FAX: (417) 256-8152  
 info@overlandeng.com

**DOLLAR GENERAL**  
 JOHANNESBURG, MICHIGAN

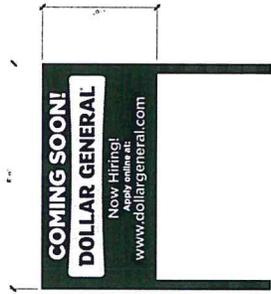
C1



MAIN ELEVATION

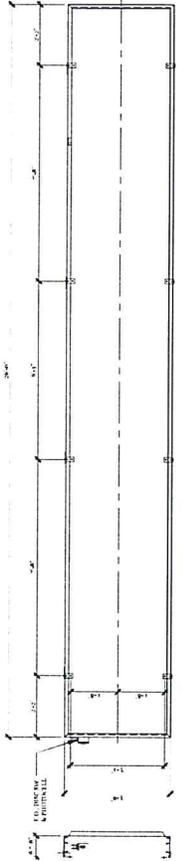


SECONDARY ELEVATION

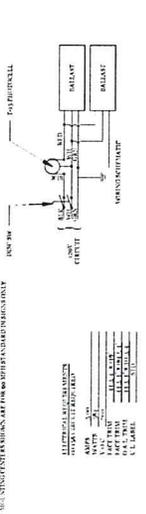


**JOB SITE SIGN**  
 THIS SIGN TO BE PROVIDED & INSTALLED BY THE CONTRACTOR. CONTRACTOR TO BE RESPONSIBLE FOR THE MAINTENANCE OF THIS SIGN THROUGHOUT THE PROJECT.

**1 SIGNAGE ELEVATIONS**  
 SCALE: 1/2" = 1'-0"



STRUCTURAL ELEVATION  
 SCALE: 1/2" = 1'-0"



**2 SIGNAGE BRACING DETAILS**  
 SCALE: 1/2" = 1'-0"

**SIGN SPECIFICATIONS**

1. SIGNAGE SHALL BE PROVIDED BY THE CONTRACTOR.
2. SIGNAGE SHALL BE INSTALLED BY THE CONTRACTOR.
3. SIGNAGE SHALL BE MAINTAINED BY THE CONTRACTOR THROUGHOUT THE PROJECT.
4. SIGNAGE SHALL BE REMOVED BY THE CONTRACTOR AT THE END OF THE PROJECT.
5. SIGNAGE SHALL BE PROVIDED & INSTALLED BY THE CONTRACTOR.

ITEM	DESCRIPTION	QUANTITY	UNIT
1	4x4 POST	1	EA
2	2x4 HORIZONTAL	1	EA
3	BOLT	1	EA
4	NUT	1	EA
5	POST BRACKET	1	EA

KYLE W. RADER, ARCHITECT  
 116 NORTH 2ND AVENUE • OZARK, MO 65721 • P (417) 581-8889 • F (417) 581-9002  
**DOLLAR GENERAL** STORE #20965 - PROTOTYPE "A"  
 JOHANNESBURG, MICHIGAN  
 HIGHWAY 32/HEAVY TRUCK ROAD 10.11 MILES WEST OF BRICH STREET  
 JOHANNESBURG, OZARK COUNTY, MICHIGAN 49751



DATE: 03/17/2011  
 PROJECT NUMBER: 100001 INCH  
 ARCHITECT: KYLE W. RADER  
 ARCHITECTURE: ARCHITECTURE  
 ARCHITECT: ARCHITECTURE  
 ARCHITECT: ARCHITECTURE

**A7.1**  
 SIGNAGE &  
 SIGNAGE DETAILS  
 DATE: 03/17/2011

DANIEL L. MARTIN, P.E.  
 P.O. BOX 10252  
 SPRINGFIELD, MISSOURI 65808  
 PHONE: (417) 883-4056

DOLLAR GENERAL  
 TYPE A  
 HIGHWAY 32  
 JOHANNESBURG, OSTEGO COUNTY, MICHIGAN



DATE: MAY 16, 2019  
 ENGINEER: DANIEL MARTIN  
 LICENSE # 60196477  
 DRAWN: 5/14/2019  
 CHECKED: [Signature]  
 PROJECT: [Signature]  
 SHEET # 2019-028  
 SHEET #

E2

THE ENGINEER HAS PROVIDED MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERING SERVICES ONLY. THE ENGINEER HAS NOT PROVIDED ARCHITECTURAL, STRUCTURAL, OR CIVIL ENGINEERING SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

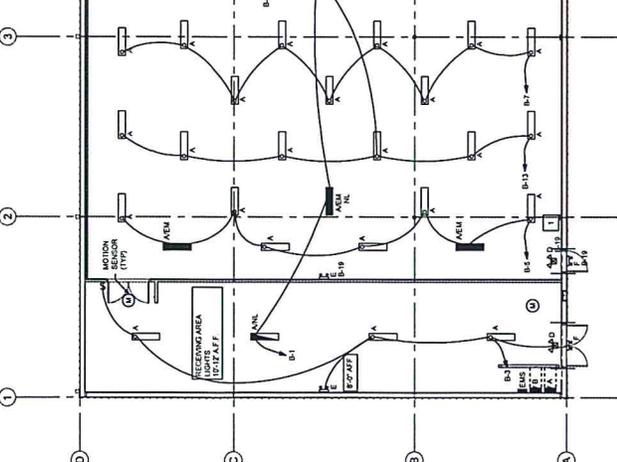
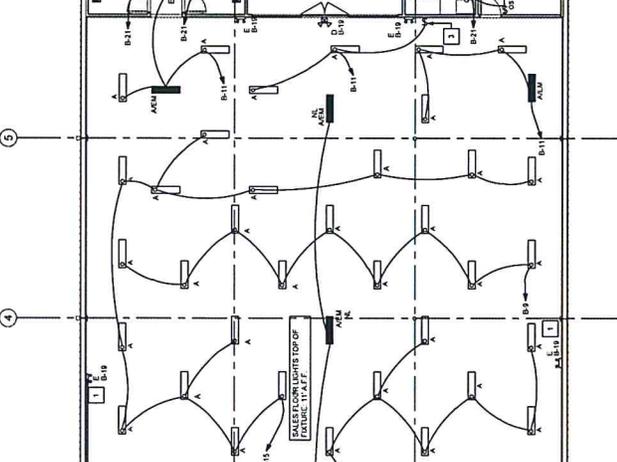
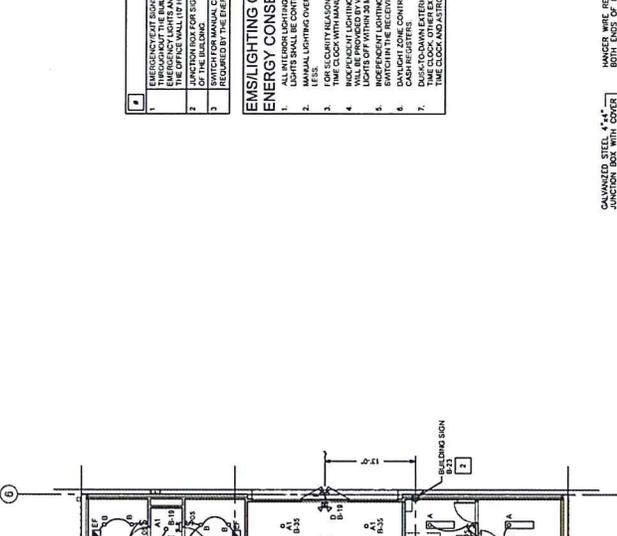
**SWITCH SCHEDULE**

SYMBOL	CALLOUT
⊞	SINGLE POLE SWITCH
⊞	SINGLE POLE SWITCH WITH OCCUPANCY SENSOR - LEVITON, QDS980W

NOTE: ALL SWITCHES SHALL BE NO-MOUNT TYPE UNLESS OTHERWISE NOTED.

- KEYNOTES**
- EMERGENCY LIGHTS AND LIGHTS SHALL BE INSTALLED IN ALL READING ROOMS, RESTROOMS, AND ALL OTHER AREAS THROUGHOUT THE BUILDING. EMERGENCY LIGHTS SHALL BE INSTALLED IN ALL READING ROOMS, RESTROOMS, AND ALL OTHER AREAS THROUGHOUT THE BUILDING. EMERGENCY LIGHTS SHALL BE INSTALLED IN ALL READING ROOMS, RESTROOMS, AND ALL OTHER AREAS THROUGHOUT THE BUILDING.
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- EMERGENCY LIGHTING CONTROL REQUIREMENTS FOR ENERGY CONSERVATION CODE**
- MANUAL LIGHTING OVERRIDE CONTROLS SHALL HAVE A TIME LIMIT OF 2 HOURS OR LESS.
  - MANUAL LIGHTING OVERRIDE CONTROLS SHALL HAVE A TIME LIMIT OF 2 HOURS OR LESS.
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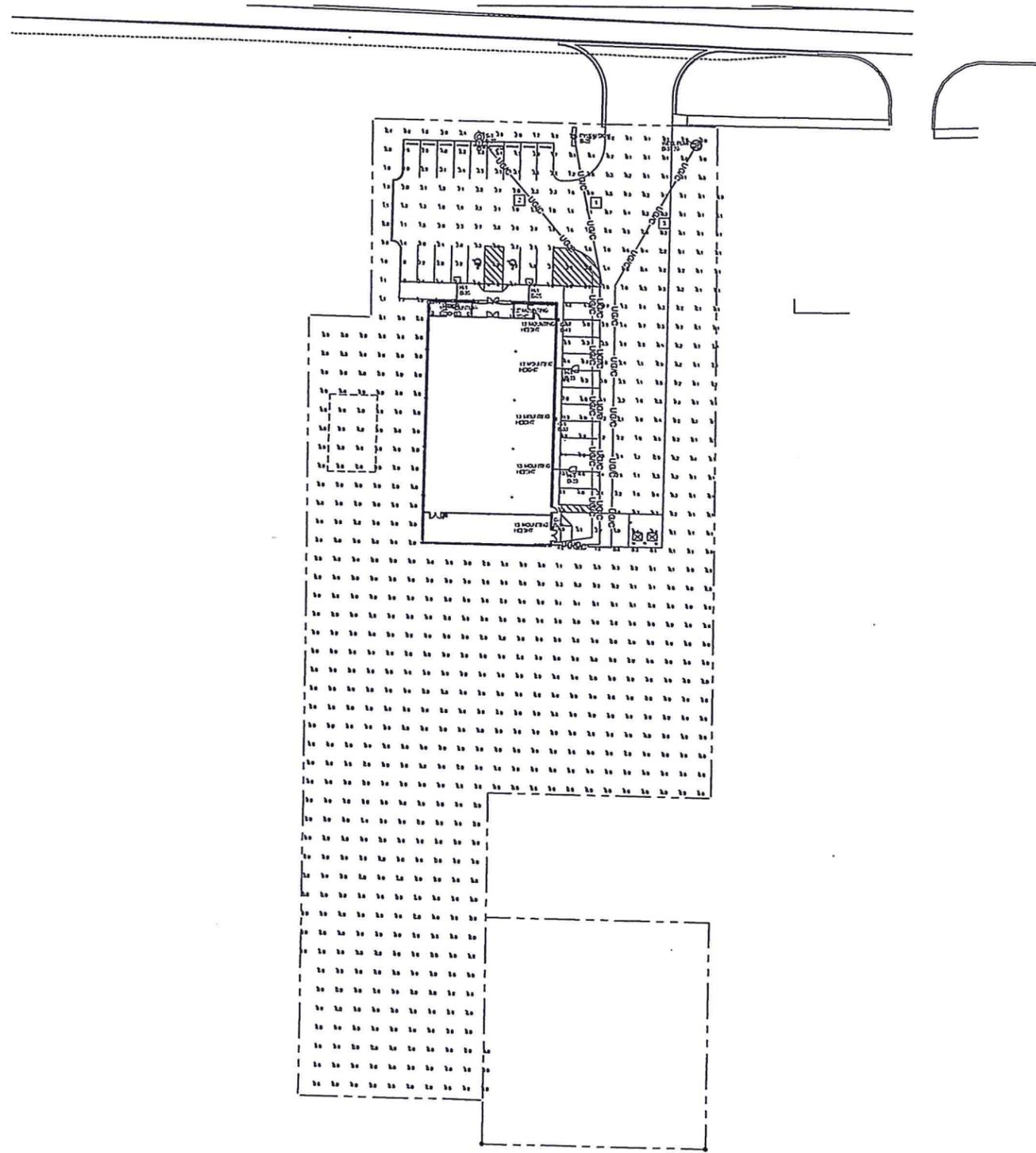


**LUMINAIRE SCHEDULE (SEE NOTES REGARDING REQUIRED NATIONAL ACCOUNT VENDORS)**

CALLOUT	SYMBOL	DESCRIPTION	MODEL	INPUT WATTS	NOTES	QTY
A	⊞	4" STRIP SUSPENDED 30W LED MOUNT TOP OF LIGHTS @ 11'-0"	US LED VWF-SR-C023-04-50-80	37		62
A1	⊞	6" LED ROUND CAN LUMINAIRE	US LED LTR5-LUM-50-15-60-C-1H1	155		3
AKEM	⊞	4" STRIP 30W LED MOUNT TOP OF LIGHTS @ 11'-0" PROVIDE EMERGENCY LIGHTING	US LED VWF-SR-C023-04-50-80	37		7
ANL	⊞	4" STRIP SUSPENDED 30W WIRELESS NIGHT LIGHT PROVIDE EMERGENCY LIGHTING	US LED VWF-SR-C023-04-50-80	37		1
B	⊞	6" LED ROUND CAN LUMINAIRE	US LED LTR5-LUM-50-15-60-C-1H1	155		4
D	⊞	EMERGENCY LIGHT SIGN COMBO	US LED LTR5-LUM-50-15-60-C-1H1	155		4
E	⊞	EMERGENCY LIGHT FIXTURE	COST LESS LIGHTING 04-CR12-LED	2		7
FF	⊞	RETIROOD EXHAUST FAN, DISBURGED AND INSTALLED BY THE MECHANICAL CONTRACTOR. DISCONNECT AND PROVIDE EMERGENCY LIGHTING	COST LESS LIGHTING 04-CR12-LED	2		1
F	⊞	EMERGENCY LIGHT FIXTURE - WET LOCATION LISTED	COST LESS LIGHTING 04-CR12-LED	2		3
C-1	⊞	FULL CUTOFF LED WALL PACK LIGHT FIXTURE	FICAL WPT150-50-82	90	BRACKET: US-IMP-1/2"	3
H-1	⊞	SINGLE FIXTURE WALL MOUNT WARM	US LED GFA-1-LUM-50-15-60-1H1	140	ARM: 04-04-08-008	4
S-1	⊞	SINGLE FIXTURE POLE LIGHT ON 20' TALL POLE	US LED GFA-1-LUM-50-15-60-1H1	140	20' POLE: US-5533284-04M	1

NOTE: THE E.C. IS RESPONSIBLE TO COUNT AND CONFIRM THE QUANTITIES OF THE FIXTURES IN THE PLANS PRIOR TO ORDERING. LIGHT HEADS ARE COVERED ON FOUR SIDES PLUS THE BACK WITH THE LIGHT BEZEL PROJECTED IN ONE DIRECTION. LIGHT HEADS MOUNTED AND POINTING IN A DOWNWARD DIRECTION ACCOMPLISHES THE GOAL OF WHAT USED TO BE CALLED "TALL CUT-OFF". IN THIS WAY THE PARABOLIC LIGHT AND THERE IS NO BLEED OVER TO THE PROPERTY LINE OR ACROSS PROPERTY LINES.

GENERAL NOTES REGARDING NATIONAL ACCOUNTS: REFER TO A10, GENERAL NOTES (ARCHITECTURAL SHEETS) FOR A LIST OF NATIONAL ACCOUNT VENDORS. REFER TO A10, GENERAL NOTES (ARCHITECTURAL SHEETS) FOR A LIST OF NATIONAL ACCOUNT VENDORS. REFER TO A10, GENERAL NOTES (ARCHITECTURAL SHEETS) FOR A LIST OF NATIONAL ACCOUNT VENDORS.



1 SITE LIGHTING & POWER PLAN  
 E5 SCALE: 1" = 20'-0"

SITE UTILITY LEGEND	
— SS —	SANITARY SEWER
— BS —	BUILDING SEWER
— W —	WATER PIPING
— GAS —	GAS PIPING
— UG/E —	UNDERGROUND ELECTRIC
— O/E —	OVERHEAD ELECTRIC
— UG/C —	UNDERGROUND CONDUIT
— UG/S —	UNDERGROUND SLEEVE
— T —	TELEPHONE

SITE UTILITY LEGEND	
— FO —	FIBER OPTICS
⊙	ELECTRIC METER
⊙	GAS METER
⊙	WATER METER
⊠	FIRE HYDRANT
▲	PAD MOUNT TRANSFORMER
⊙	MANHOLE
■	CLEANOUT TO GRADE

#	KEYNOTES
1	1" CONDUIT TO PYLON SIGN.
2	1" CONDUIT TO POLE LIGHTS.
3	1" CONDUIT TO WELL.

DISCLAIMER: THE PHOTOMETRIC CALCULATIONS WILL BE CONFIRMED BY THE NATIONAL LIGHTING ACCOUNT VENDOR (NATIONAL LIGHTING ELECTRICAL SERVICE), THE E.C. AND G.C. WILL BE RESPONSIBLE TO CONFIRM THAT NATIONAL LIGHTING ELECTRICAL SERVICE (THE NATIONAL ACCOUNT LIGHTING VENDOR) HAS RUN THEIR PHOTOMETRICS FOR THIS SITE. IT IS ALSO THE RESPONSIBILITY OF THE E.C. AND G.C. TO CONFIRM ALL LIGHT FIXTURE MODEL NUMBERS WITH THE NATIONAL ACCOUNT VENDOR (NATIONAL LIGHTING ELECTRICAL SERVICE).

LED LIGHT HEADS ARE COVERED ON FOUR SIDES PLUS THE BACK WITH LIGHT BEING PROJECTED IN ONE DIRECTION. LIGHT HEADS MOUNTED AND POINTING IN A DOWNWARD DIRECTION ACCOMPLISHES THE GOAL OF WHAT USED TO BE CALLED "FULL CUT-OFF". IN THIS WAY THE PARKING LOT IS LIT AND THERE IS NO BLEED OVER TO THE PROPERTY LINE OR ACROSS PROPERTY LINES.

THE ENGINEER HAS PROVIDED ONLY MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES. THE ENGINEER HAS NOT PROVIDED ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES. THE ARCHITECT IS RESPONSIBLE FOR THE DESIGN OF ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES.

DANIEL L. MARTIN, P.E.  
 P.O. BOX 10252  
 SPRINGFIELD, MISSOURI 65808  
 PHONE: (417) 883-4056

DOLLAR GENERAL  
 TYPE A  
 HIGHWAY 32  
 JOHANNESBURG, OSTEGO COUNTY, MICHIGAN



MAY 16, 2019  
 ENGINEER: Daniel L. Martin  
 LICENSE #: 6201064277

DRAWN:	5/14/2019
CHECKED:	
DATE:	
REVISION:	
JOB #:	2019-016
SHEET #:	



Know what's below.  
 Call before you dig.

FIELD VERIFY AND COORDINATE ALL UNDERGROUND UTILITIES WITH STORM WATER DETENTION AND DRAIN PIPING TO AVOID CONFLICT/INTERFERENCE.

E5



## PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT OF REAL PROPERTY (the "Agreement") made and entered into this 11 day of February 2019 by and between **WESLEY AND HOLLY ATKINSON** and/or ASSIGNS, (hereinafter "Seller") and **THE OVERLAND GROUP, LLC**, and/or ASSIGNS, (hereinafter "Buyer").

### WITNESSETH:

**WHEREAS**, Seller is the owner of a certain tract of real property, with PINs 021-020-100-020-01, 023-170-019-003-00, and part of 023-170-018-004-00 (**excluding lots 4,5,6 of block 18**), measuring approximately 186' of frontage on M-32 by an irregular depth for a total 2.5+ acres, City of Johannesburg, Ostego County, Michigan, which tract of land is more particularly shown on Exhibit "A" attached hereto and made a part hereof (the "Property"); The Property shall mean net usable acres and shall not include real property burdened by permanent rights-of-way for public roads, drainage or utilities; and

**WHEREAS**, Buyer desires to purchase the Property upon the terms, provisions and conditions hereinafter set forth, together with all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, alley or way, whether opened to, in front of or adjacent to the Property, and together with all appurtenances, improvements, easements and/or hereditaments thereunto belonging; and

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, Buyer and Seller hereby covenant and agree as follows:

1. **PURCHASE PRICE.** The total purchase price for the Property shall be ONE HUNDRED AND FIFTEEN THOUSAND NO/100 DOLLARS (\$115,000.00) The Purchase Price, less credit for monies heretofore paid to Seller by Buyer for the Inspection Period and any payments made pursuant to Section 18 herein below, shall be paid to Seller at closing as hereinafter defined (the "Closing").
2. **EARNEST MONEY.** Buyer shall deposit **THREE THOUSAND AND NO/100 (\$3,000.00)** into a non-interest bearing escrow account held by **Alpine Title and Escrow, 114 E Main Street, Gaylord, MI 49735 Phone: 989-732-6392, Fax: 989-732-6392, contact person: Rita Johnson rjohnson@alpinetitleco.com** within five (5) days after execution of the contract.
3. **INSPECTION PERIOD.** For a period of **ninety (90) days** from the date of this Agreement (the "Inspection Period"), Buyer shall have the privilege of going upon the Property as needed to confirm zoning, confirm availability of all utilities (including sewer), to inspect, examine, survey, make soil and subsoil tests, percolation tests, arrange financing for the proposed development and to otherwise do what Buyer reasonably deems necessary to determine, to Buyer's sole satisfaction, whether the Property is suitable for Buyer's intended development and use. If Buyer exercises its rights under the provisions of this Section, it shall (1) keep the Property free of any liens or third-party claims resulting therefrom; (2) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (3) indemnify and hold Seller harmless from and against any and all liability, damages, claims, causes of action,

Buyer's Initials

SA

Seller's Initials WA HA

VS 500

## PURCHASE AND SALE CONTRACT

costs or other expenses, including without limitation reasonable attorney's fees, paid, incurred or asserted against Seller any lien claims or for injuries to or death of persons or damage to property arising from or caused by Buyer's entry onto the Property or the negligence or willful misconduct of Buyer, its agents, employees and contractors in connection with the exercise by Buyer of the rights hereunder; and (4) if Closing does not occur for any reason, fully restore the Property as nearly as practicable to its condition immediately before such exercise. This Section shall survive the termination of this Agreement or Closing and delivery of the Deed. If Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed development and gives notice of this to Seller prior to the expiration of the Inspection Period, then this Agreement shall terminate and all earnest monies less \$100 to Seller as independent consideration for the right to terminate shall be immediately returned to the Buyer. If Buyer terminates this contract before the end of the initial Inspection Period, Buyer shall be entitled to the immediate return of the Earnest Money without the need of Seller's release. Notwithstanding the foregoing, the Buyer may extend its Inspection Period for an additional ninety (90) days by depositing into escrow an additional FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) nonrefundable Earnest Money, for a total of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00), which shall be applicable to the purchase Price but nonrefundable.

4. SURVEY. Buyer will secure at Buyer's expense a boundary survey of the Property, prepared by an engineer or land surveyor registered in the state of Michigan, selected by Buyer. This boundary survey shows all easements, rights of way, encroachments and matters of record, together with a certification as to the number of acres.
5. CONVEYANCE AND PERMITTED EXCEPTIONS. Upon payment by Buyer of all amounts due at Closing for the Property and Buyer's performance of all other obligations to be performed by Buyer at Closing, Seller shall convey title to the Property to Buyer by general warranty deed subject to any permitted exceptions.
6. TITLE EVIDENCE. Within thirty (30) days after execution of this Contract for Purchase and Sale, Buyer shall obtain a commitment (the "Commitment") for owner's policy of title insurance from **Alpine Title and Escrow, 114 E Main Street, Gaylord, MI 49735** Phone: 989-732-6392, Fax: 989-732-6392, contact person: **Rita Johnson** [rjohnson@alpinetitleco.com](mailto:rjohnson@alpinetitleco.com) certified to a current date, and at Closing, the title policy referred to in the commitment (the "Title Policy") in the amount of the Purchase Price. If the commitment or survey shows any defects or encumbrances or any covenant, restriction, easement or right-of-way of record or any private road or utility line or facility which in Buyer's reasonable judgment will materially interfere with Buyer's proposed development of the Property, then prior to Closing, Buyer shall notify Seller of its objections to any such matter. Seller shall have a reasonable time to cure the title defects to which Buyer has objected. If Seller fails to cure the title defects, Buyer shall have the option of either (1) accept title subject to the objections raised by Buyer and such accepted objections become Permitted Exceptions ("Permitted Exceptions") without any adjustment in the Purchase Price, or (2) rescind this Agreement, whereupon the earnest monies less \$100 to Seller as independent consideration for the right to terminate shall be immediately returned to Buyer by Escrow Agent, or (3) work with Seller to

Buyer's Initials

SA

Seller's Initials WA HA

## PURCHASE AND SALE CONTRACT

satisfy unacceptable matters and postpone the closing date for the same time period as it takes to satisfy these matters

7. DEVELOPMENT OF TRACT AND CONDITIONS PRECEDENT. Buyer's obligation to close is subject to the satisfaction, as of the Closing Date, of each of the conditions described below (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing Date). Unless specifically stated as Seller's obligation, the satisfaction of all these conditions shall be at Buyer's sole expense. Buyer shall diligently and in good faith pursue the satisfaction of these conditions and Seller shall promptly cooperate whenever required by Buyer. In the event the conditions below have not been satisfied to the Buyer's satisfaction, the Buyer shall have the right to terminate this Agreement by so notifying Seller in writing. In such event, the Escrow Agent shall return the refundable earnest money to Buyer.

A. Subdivision. In the event a subdivision plat is required pursuant to applicable law in connection with the conveyance of the Property to Buyer and/or the development of the Property, Buyer shall use diligent efforts to cause the Property to be properly subdivided in compliance with applicable law prior to Closing. Without limitation, Seller shall sign subdivision plats and other normal and customary documentation as may be required to comply with applicable laws relating to the subdivision of the Entire Tract.

In the event that the Seller has property adjacent to the Property conveyed hereunder or the Property conveyed hereunder is subdivided out of a larger tract still owned by the Seller the remaining Seller's Property shall be subjected to a DECLARATION OF COVENANTS AND RESTRICTIONS as described on Exhibit "B". Without limitation, Seller shall sign DECLARATION OF COVENANTS AND RESTRICTIONS on or before Closing. Buyer shall pay for subdivision costs.

B. Mutual Cooperation. Buyer and Seller agree to cooperate with one another in all reasonable respects in connection with any approvals, zoning changes or variances, or similar actions or consents which may be necessary or appropriate in connection with use of the Property and to otherwise cooperate in all reasonable respects in connection with the development of the Property. As of the Closing Date the Property shall be properly zoned for commercial real estate with all necessary zoning variances, if any are required, approved for Buyer's intended development. Buyer shall pay all costs incurred by either party in connection with satisfying this condition.

C. No Moratoriums. There shall be no development or building moratorium in effect with regard to the Property. In the event any such moratorium shall exist, then Buyer shall have the option of either (1) closing the transaction in accordance with the terms of this Agreement, (2) delaying closing until after the moratorium is lifted, or (3) terminating this Agreement by notice to the Seller, in which event the earnest monies shall be returned to Buyer.

D. Ingress and Egress. There shall be suitable ingress and egress to the Property, including all necessary turning movements and curb cuts for Buyer's proposed development.

Buyer's Initials

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Seller's Initials WA HA

## PURCHASE AND SALE CONTRACT

Buyer and Seller agree that there shall be no shared access between the property being purchased and the remainder of Seller's land.

- E. Sanitary Sewer and Water Facilities. Buyer shall have (1) determined that sanitary sewer and water facilities adequate to serve the Property are available and (2) secured all required governmental approvals for the installations and use of such sanitary sewer and water facilities
- F. Governmental Approvals. Buyer shall have obtained all necessary governmental approvals from the appropriate authorities for Buyer's proposed development, including without limitation, building permits, site plan approval including parking, and storm water retention. In addition, Buyer shall have received approval of its proposed tenant of the site plan as satisfying all tenants' conditions pursuant to tenant's lease agreement with Buyer. If Buyer's have requests pending before any government body for a permit, license or other approval required to begin the construction Buyer anticipates on the Property, Buyer may, by delivering written notice prior to expiration of this Agreement, extend the closing for thirty (30) days past such time as all applicable government bodies rule on the issuance of any requested permits, not to exceed one hundred twenty (120) days in addition to all other extensions provided for herein.
- G. Taxes/Liens. In the event there are unpaid taxes or liens relating to the Property for any time prior to the execution of the contract, Buyer will give Seller written notice by facsimile transmission or electronic mail of such unpaid taxes or liens effecting the Property and request that Seller pay those taxes or liens. In the event Seller fails to pay the taxes or liens within three (3) calendar days of Seller's receipt, Buyer may pay those taxes or liens directly and Seller shall reimburse Buyer for such paid amounts on or before Closing out of Seller's closing proceeds. The Parties agree that Seller will only be liable for taxes or liens resulting from its use of the Property prior to Closing. For purposes of this Section 7 (G), notice to Seller's agent shall constitute sufficient notice to Seller.
8. NON-NEGOTIATION. Seller hereby covenants and agrees that it shall not during the Inspection Period or any extension thereof, nor prior to closing, lease the Property or convey, demise, or otherwise encumber the Property except as specifically provided in this Agreement.
9. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that:
- A. Buyer is a Missouri Limited Liability Company, duly organized, validly existing, and in good standing under the laws of the State of Missouri and duly authorized to transact business in and in good standing under the laws of the state where the Property is located.
- B. Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto
10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller to the best of their knowledge represents and warrants, and covenants with, Buyer as follows:

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## PURCHASE AND SALE CONTRACT

- A. Seller has good and indefeasible fee simple title to the Property subject to matters of record and affecting the Property and at Closing will have and will convey to Buyer by warranty deed good and indefeasible fee simple title to the Property, free and clear of all liens, defects, encumbrances, conditions, exceptions, restrictions or other matters affecting title except Permitted Exceptions;
- B. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto;
- C. Seller has not received any written notice of any current or pending litigation, tax appeals or environmental investigations against Seller or the Property and, to Seller's knowledge, there is no pending litigation, tax appeals or environmental investigations against Seller or the Property;
- D. Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Buyer after the Closing;
- E. Seller has not received any written notice from (or delivered any notice to) any governmental authority regarding any violation of any law applicable to the Property and, to the best of Seller's knowledge, there are no such violations;
- F. There are no occupancy rights, leases or tenancies affecting the Property;
- G. No person or entity has any option, right of first refusal or other right to purchase the Property or any part thereof or interest therein;
- H. To Seller's knowledge, no pending or, to Seller's knowledge, threatened condemnation proceedings affecting the Property and Seller has not received any written notice that there is any pending or threatened condemnation of all or any part of the Property;
- I. To Seller's knowledge, no hazardous substances have been generated, stored, released, or disposed of on or about the Property in violation of any law, rule or regulation applicable to a Property which regulates or controls matters relating to the environment or public health or safety (collectively, "Environmental Laws"). Seller has not received any written notice from (nor delivered any notice to) any federal, state, county, municipal or other governmental department, agency or authority concerning any petroleum product or other hazardous substance discharge or seepage relating to the Property. For purposes of this Agreement, "hazardous substances" shall mean any substance or material that is defined or deemed to be hazardous or toxic pursuant to any Environmental Laws; and
- J. Seller has no knowledge of any hazardous or solid waste placed on the property that would require remediation or disposal.

Should Seller receive notice or actual knowledge of any materially inaccurate information regarding any of the matters set forth in this Section 10 after the date of this Agreement and prior to Closing, Seller will immediately notify Buyer of the same in writing. If Seller is unwilling or unable to correct such inaccuracy on or before Closing of the applicable Property, Buyer may cancel this Agreement and any Earnest Money shall be returned to Buyer. The representations and warranties of Seller shall survive the Closing for a period of one (1) year. Any action based on a breach of any such representations or warranties shall be commenced within such one (1) year period or deemed waived.

- 11. NOTICES. All notices will be in writing and served by postage prepaid certified mail, by next day delivery (such as Federal Express), by facsimile transmission, or by electronic

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## PURCHASE AND SALE CONTRACT

mail to the addresses shown below, until notification of a change of such addresses. All such notices shall be deemed delivered on the date initiated.

For Buyer:  
The Overland Group, LLC  
194 Narrows Drive, Suite 1  
Birmingham, AL 35242  
Phone: 205-995-2990  
Fax: 205-995-2989

With a Copy To:  
The Overland Group, LLC  
1598 Imperial Center, Ste. 2001  
P.O. Box 885  
West Plains, MO 65775

For Seller:  
Wesley and Holly Atkinson  
PO Box 45  
Johannesburg, MI 49751

12. AGENCY DISCLOSURE

THE BUYERS ARE LICENSED REAL ESTATE BROKERS IN THE STATES OF MISSOURI AND ALABAMA.

The listing company NA is an agent of the seller.  
The selling company DeGroat Kennan Commercial is assisting the buyer as a transaction broker.

13. BROKER. Each party represents and warrants to the other that DeGroat Keenan Commercial is the only Broker in connection with the sale of the Property. Seller agrees to pay DeGroat Keenan Commercial in this transaction, in cash, at closing, a commission in the amount of eight percent (8%) of the total Purchase Price. Buyer and Seller each warrant and represent to the other that no real estate broker or agent other than Broker aforementioned have been used or consulted in connection with the negotiation or execution of this Agreement and each covenants and agrees that it will defend, indemnify and save the other harmless from and against any actions, real estate commissions, fees, costs and /or expenses (including reasonable attorney's fees) resulting or arising from acts of the indemnifying party and resulting in commission, fees, costs and/or expenses being actually found due to any real estate broker or agent by a court of competent jurisdiction in connection with the purchase and sale, if at all, of the Property.
14. DISCLAIMER. Seller and Buyer acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to the legal or tax consequences of this contract and the sale, purchase or ownership of the Property. Seller and Buyer acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

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**PURCHASE AND SALE CONTRACT**

- 15. **DEFAULT.** In the event Seller breaches its covenant to convey the Property to Buyer or otherwise fails to perform its obligations under this Agreement which are to be performed by Seller at or prior to Closing in accordance with its terms, Buyer shall be entitled to one of the following as Buyer's sole remedy: (a) terminate this Agreement and receive a prompt and complete return of the Earnest and any other monies heretofore paid by Buyer to Seller or for Buyers out-of-pocket expense; OR (b) obtain specific performance of this Agreement. If Buyer fails to perform as required under this Agreement, then Seller shall receive the earnest monies as liquidated damages, it being agreed between Buyer and Seller that such sum shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and the uncertainty of ascertaining actual damages for such default.
  
- 16. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).** In the Closing of this transaction, Seller and Buyer shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS
  
- 17. **NON-BUSINESS DAYS.** If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or Notice or for the satisfaction of any condition precedent, or the expiration of any contingency period, as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery or satisfaction of such condition or expiration of such contingency period, shall be extended to the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Michigan for observance thereof.
  
- 18. **CLOSING.** In the event Buyer exercises its rights to purchase the Property, the consummation of the purchase and sale, delivery of the deed of conveyance and payment of the Purchase Price (the "Closing") shall take place at a legal office on a date and time mutually agreed to by the parties hereto, but in no event later than sixty (60) days after the end of the Inspection Period, or any extensions of Closing as outlined in Section 18. All federal, state, county and municipal ad valorem real property taxes and assessments with respect to the Property shall be prorated at closing. If the amount of such taxes and assessments is not known as of closing, then the pro-ration of such taxes and assessments shall be made upon the basis of the most recent ascertainable statements, and such prorations shall be adjusted when such taxes and assessments are available.

Seller agrees that it shall deliver sole and exclusive possession of the Property to Buyer at Closing free and clear of all tenancies. Seller further agrees that Buyer shall have the option to set a closing date upon sixty (60) days written notice. Seller shall be able to remove any furniture, buildings, fixtures, or contents prior to closing. Any furniture, buildings, fixtures, or contents remaining on the property after closing shall be owned by the Buyer. In the event that Buyer sets a closing date in accordance with this section and Seller fails or refuses to close on the closing date as set, Buyer may, (1) either waive the default and proceed to close the transaction, or (2) terminate the contract and receive the return of all Earnest Money in which case Buyer shall also be entitled to recover all of Buyer's out of pocket expenses in due diligence and design of its project in an amount not

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## PURCHASE AND SALE CONTRACT

to exceed fifty thousand Dollars (\$50,000). The remedies contained herein shall be in addition and cumulative to those set forth in section 15 above.

Notwithstanding the foregoing, Buyer may extend the closing date for two (2) additional periods of sixty (60) days each upon payment of \$5,000 to the Escrow Agent at the time each such extension is requested, which deposits shall be non-refundable (subject only to Seller's ability to convey clear title), and shall be applied towards the Purchase Price at closing.

Seller will pay the costs of Seller's counsel, preparation of the deed and any bill of sale, a title insurance policy in an amount equal to the Purchase Price, broker commissions, and transfer taxes for the conveyance.

Buyer will pay the cost of Buyer's counsel, the cost of the survey, all loan costs required by Buyer's lender, including title policy cost in excess of owner's policy provided by Seller, escrow fees, and recording fees for the deed and mortgage, and any applicable mortgage tax.

19. GOVERNING LAW. This Agreement shall be construed, and the terms hereof shall be enforceable, in accordance with the internal laws (as distinguished from the conflicts of law provisions) of the state where the Property is located, and in the event any legal proceedings are brought in connection with this Agreement, the parties agree that the venue therefore shall be only state and federal courts located in the state where the Property is located, and the courts to which an appeal therefrom may be taken.
20. EXPENSES OF ENFORCEMENT. In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their obligations hereunder or the effect of a termination under this Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees.
21. SEVERABILITY. In case any of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.
22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures may be faxed or e-mailed.
23. AMENDMENTS. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
24. DESTRUCTION OR DAMAGE. Risk of loss by damage or destruction to the Property prior to the Closing shall be borne by Seller. The parties acknowledge that if there are

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## PURCHASE AND SALE CONTRACT

improvements on the Property, and in the event of any damage or casualty to any such improvements on the Property, by fire or other casualty, this Agreement shall continue unaffected, and Buyer shall have no right to any insurance proceeds of Seller with respect to said damage

25. CROPS/FARMING. In the event that the Property is farmed for crops, Seller shall have the right to plant crops on the property, maintain and harvest the crop while Property is under contract. If Buyer closes on the Property and desires to commence construction prior to harvesting the crops, Buyer shall pay Seller the sum of \$2000.00 as compensation for the crop loss. Buyer may also request that Sellers forego planting any crops by written request to Seller, with Buyer paying Seller \$1,000.00 as compensation for the anticipated loss of profit. Any amounts paid pursuant to this paragraph shall be in addition to the purchase price stated in paragraph 1.
26. EXPIRATION. If this Agreement is not executed by Seller and Buyer on or before 5:00 P.M., CST/CDT time February 15, 2019, this Agreement shall be null and void and shall have no force and effect and neither Seller nor Buyer shall have any further obligations hereunder. The effective date of this Agreement shall be the date upon which the later of Seller or Buyer executes this Agreement.
27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussion, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, nor Broker, nor any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. If any clause or provision of this Agreement, or the application thereof to any entity or circumstance, is or becomes illegal, invalid or unenforceable to any extent because of present or future laws or rules or regulation of any governmental body or entity, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby and that the same shall otherwise remain enforceable to the fullest extent permitted by law. This Agreement shall be construed under Michigan law, and the parties agree that any action to enforce this Agreement shall not be affected thereby and that the same shall otherwise remain enforceable to the fullest extent permitted by law.

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**PURCHASE AND SALE CONTRACT**

**Seller(s)**

**WESLEY AND HOLLY ATKINSON**

*Wesley Atkinson* *Holly Atkinson*

Date: 2-11-19

**Buyer:**

**THE OVERLAND GROUP, LLC**

*Sid Aultman*

By: Sid Aultman

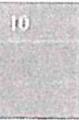
As Its: Member

Date: 2-14-19

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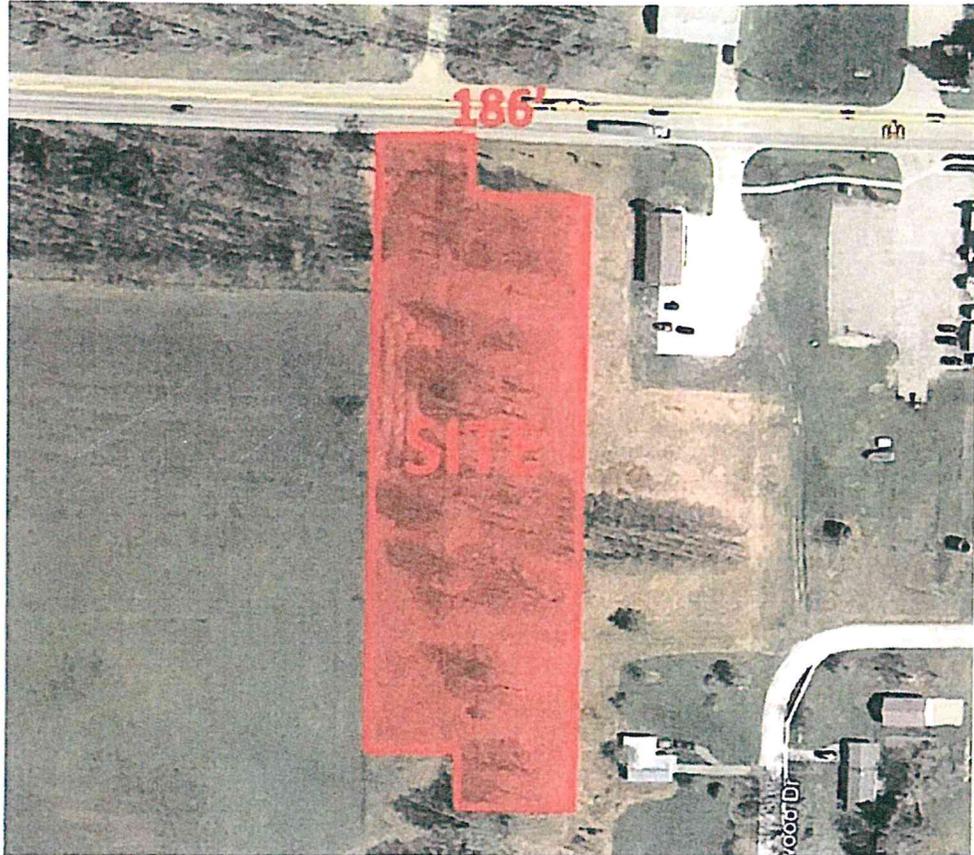
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**PURCHASE AND SALE CONTRACT**

**EXHIBIT "A"**

PINs 021-020-100-020-01, 023-170-019-003-00, and part of 023-170-018-004-00



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PURCHASE AND SALE CONTRACT

EXHIBIT "B"

Prepared by and when recorded return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DECLARATION OF COVENANTS AND RESTRICTIONS

Date February 11, 2019

Owner Wesley and Holly Atkinson

When recorded return to 1598 Imperial Center, Suite 2001, West Plains, MO 65775

Tract Shall be described once there is a survey and legal description

The Owner hereby declares that the Tract shall be held, sold, and conveyed subject to the following restrictions for the purpose of, among other things, insuring the quiet enjoyment of the Tract for the purpose that it is being developed and improved.

1. Benefited Parties/Binding Effect The rights and obligations established in this Declaration of Restrictions (this "Declaration") shall run with the land and be for the benefit of the Tract and any portion of the Tract and shall run with the land and be binding upon the Tract and any use of the Tract.

2. Business Restrictions on Tract Owner hereby further declares that the Tract shall not be used for or used to access any business operated as the following: Family Dollar Store, Bill's Dollar Store, Fred's Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express, as well as any establishment selling or exhibiting paraphernalia for use with illicit drugs, any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater or a funeral parlor, for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant, as a discotheque, dance hall or night club, as a massage parlor, funeral parlor, bingo parlor, car wash, any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings, any assembling, manufacturing, ~~distilling~~, refining, smelting, agricultural, or mining operation, any "second hand" store or liquidation outlet, any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard, any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building), any dry cleaners performing on site cleaning services, any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation, any living quarters, sleeping apartments or lodging rooms, any veterinary hospital or animal raising facilities (except this

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Seller's Initials WA HA



## PURCHASE AND SALE CONTRACT

provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business), any bar or tavern; provided, however, a bar within a restaurant shall be permitted, any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade, any use which creates fire, explosives or other hazards, and facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics

3. **Enforcement** Owner acknowledges that monetary damages would be an inadequate remedy for breach of this Declaration, and that any violation of this Declaration will result in immeasurable and irreparable harm to the other party, warranting an injunction

4. **Duration** The provisions of this Declaration shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.



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13

**OTSEGO COUNTY  
ZONING BOARD OF APPEALS**

**PUBLIC HEARING NOTICE**

August 5, 2019

The Otsego County Zoning Board of Appeals will hold a public hearing on Monday, August 5, 2019 at 6:00 pm in the Planning and Zoning Meeting room located at 1322 Hayes Rd Gaylord, Michigan.

The purpose of the public hearings will be to obtain citizen comment on the following:

1. Wesley & Holly Atkinson, property owners, represented by an agent of Dollar General, have requested a parking variance for properties located in Charlton Township at 10669 M-32 East Johannesburg, MI 49751. The purpose of the variance is to allow fewer parking spaces than required for the proposed construction of a retail business. The properties have been rezoned to a B2/General Business Zoning District.

Parcel identification number:     **021-020-100-020-01**  
  **M-32 East**  
  **Johannesburg, MI 49751**

**Legal Description:**

COMM AT THE N¼ COR OF SEC 20, TH S 88°38'00" E 742.53FT ALG THE N LN OF SEC TO POB; TH S 00°25'59" W 589.53FT, TH S 88°32'02" E 99.01FT, TH N ALG E LN OF VACATED HEMLOCK ST TO THE N SEC LN, TH W TO THE POB. CONT. 1.34 ACRES M/L SEC 20, T30N-R1W 1999 ADDED TO ROLL

Parcel identification number:     **023-170-018-004-00 - part of - (Lots 7-12 only)**  
  **10669 M-32 East**  
  **Johannesburg, MI 49751**

**Legal Description:**

LOTS 7-12 BLK 18 VILLAGE OF JOHANNESBURG SEC 20, T30N-R1W

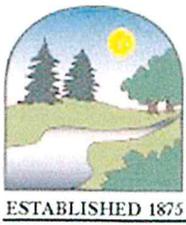
Parcel identification number:     **023-170-019-003-00**  
  **M-32 East**  
  **Johannesburg, MI 49751**

**Legal Description:**

LOTS 11 & 12 BLK 19 VILLAGE OF JOHANNESBURG SEC 20, T30N-R1W

All citizens are welcome to attend the meeting or provide written comment. If written comments are provided the comments must be received at the Otsego County Land Use Services Office by noon (12:00 pm) the day of the meeting.

Any citizen who has questions regarding this application or needs assistance to attend this meeting should contact the Director of Land Use Services at 989.731.7400.



*Otsego*  
**COUNTY**  
M I C H I G A N

**Department of  
Land Use Services**

1322 Hayes Rd • Gaylord, MI 49735  
Phone: 989.731.7400 • Fax: 989.731.7419  
[www.otsegocountymi.gov](http://www.otsegocountymi.gov)

July 1, 2019

Charlton Township  
PO Box 367  
Johannesburg, MI 49751

**RE: Parking Variance**

Pursuant to Article 27 of the Otsego County Zoning Ordinance/Township Participation in County Zoning, a request for a parking variance involving three (3) parcels is being forwarded.

If you require the applicant or their representative to be present at your meeting, they can be notified at the following:

**Representative:**

DGOGJohannesburgMI030619 LLC  
1598 Imperial Center Ste 2001  
West Plains, MO 65775

**Owners:**

Wesley & Holly Atkinson  
PO Box 45  
Johannesburg, MI 49751

If you have any questions, please contact us and we will be glad to assist you. We anticipate your input concerning this matter. Thank you for your participation in County Zoning.

Sincerely,

Chris Churches  
Planning & Zoning Director

cbw

encl

CHARLTON TOWNSHIP  
OTSEGO COUNTY

P.O. Box 367 • Johannesburg, Michigan 49751 • Phone: (989) 731-1920 • Fax (989) 731-1070

To: Chris Churches  
Otsego County Planning & Zoning Director  
1322 Hayes Rd.  
Gaylord, MI 49735

26 July 2019

From: Ivan H. Maschke, Charlton Twp. Clerk

Subject: Case #PZBA19-001

Dear Sir,

At a SPECIAL meeting of the Charlton Township Board held on Thursday, July 25, 2019, there was discussion regards to Case #PZBA19-001 (request parking variance from Dollar General).

After discussion, Samkowiak moved, McCarthy supported, to accept the recommendation of the Charlton Township Planning Commission and recommend 'approval' of the request for variance by Dollar General for parking spaces from 48 spaces to 30 spaces at the proposed location in Johannesburg.

Thanks for your time and consideration.

Sincerely,



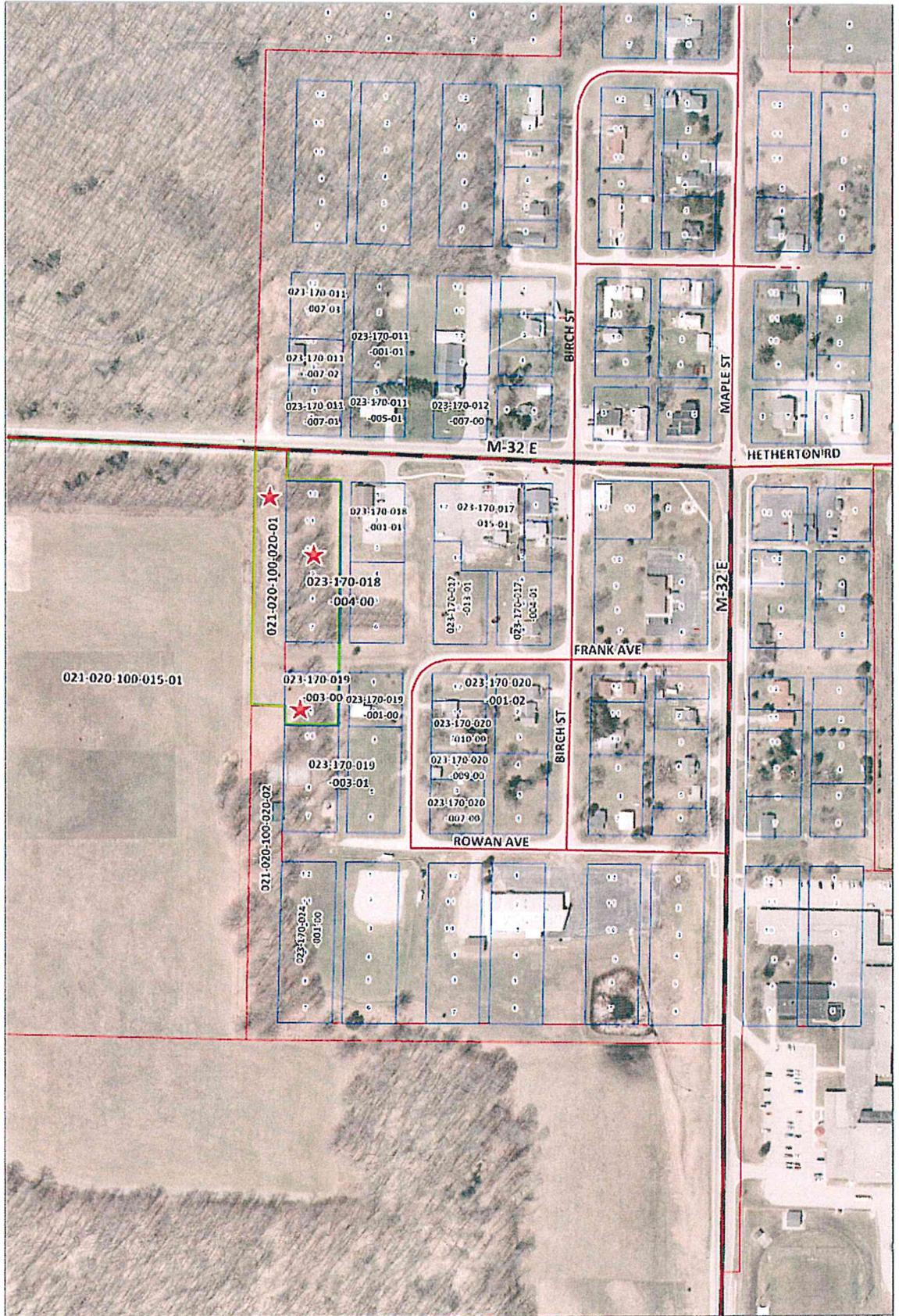
Ivan H. Maschke, Clerk

Cc: Charlton Twp. Planning Commission  
File

**PZBA19-001 021-020-100-020-01, 023-170-018-004-00 - part of, 023-170-019-003-00**

OWNERS WITHIN THREE HUNDRED FEET (300')									
Parcel Number	Property Address	Owner	Mailing Address		Record Acres	Property Class	Zoning Code		
021-020-100-020-01		ATKINSON, WESLEY S & HOLLY A	PO BOX 45	JOHANNESBURG	MI	49751	0.93	402	B-2
023-170-018-004-00		ATKINSON, WESLEY S & HOLLY A	PO BOX 45	JOHANNESBURG	MI	49751	1.49	202	B-2
023-170-019-003-00		ATKINSON, WESLEY S & HOLLY A	PO BOX 45	JOHANNESBURG	MI	49751	0.33	202	B-2
021-020-100-015-01	10319 M-32 EAST	KWAPIS, DANIEL J & BRENDA A	10297 M-32 EAST	JOHANNESBURG	MI	49751	22.25	101	R-1
023-170-011-005-01	10676 M-32 EAST	GASCHO, DUSTIN & KIMBERLY M	33364 LINSDALE CT	STERLING HTS	MI	48310	0.34	401	B-2
023-170-011-007-01/							0.30/		
023-170-011-007-02	10660 M-32 EAST	BANASZAK, PENNY KAY	PO BOX 41	JOHANNESBURG	MI	49751	0.28	402/ 401	B-2/ B-2
023-170-011-001-01/							0.66/		
023-170-011-007-03/	10722 M-32 EAST	JOHANNESBURG CHRISTIAN CHURCH	PO BOX 75	JOHANNESBURG	MI	49751	0.40/	702/ 702/	B-2/ B-2/
023-170-012-007-00		DICE - THOMAS	6235 APPLE ST	JOHANNESBURG	MI	49751	0.33	702	B-2
023-170-017-004-01	3050 BIRCH ST			JOHANNESBURG	MI	49751	0.45	401	B-2
023-170-017-013-01/							0.55/		
023-170-017-015-01	10757 M-32 EAST	ATKINSON, WESLEY S & HOLLY A	PO BOX 45	JOHANNESBURG	MI	49751	0.81	202/ 201	B-2/ B-2
023-170-018-001-01	10701 M-32 EAST	NATTER, HUBERT & DIANA	350 S SHORE DR	OSPREY	FL	34229	0.49	201	B-2
021-020-100-020-02/	10771 BASSWOOD ST/						2.11/		
023-170-019-001-00/	3080 BASSWOOD ST/						0.33/		
023-170-019-003-01/	10774 ROWAN AVE/						1.29/	701/ 701/	R-1/ R-1/
023-170-024-001-00	10775 ROWAN AVE	TOWNSHIP OF CHARLTON	PO BOX 367	JOHANNESBURG	MI	49751	5.87	701/ 701	R-1/ R-1
023-170-020-007-00	3109 BASSWOOD ST	RIDDERING, JAMES L & CAROL J TRUST	7386 MELVINDALE CAMP RD	JOHANNESBURG	MI	49751	0.33	401	R-1
023-170-020-009-00	3099 BASSWOOD ST	MOYER, ELIZABETH M	508 RANDOM LN CHALET RM #10	GAYLORD	MI	49735	0.16	401	R-1
023-170-020-010-00	3079 BASSWOOD ST	MOYER, DEBORAH R	PO BOX 205	GAYLORD	MI	49734	0.32	401	R-1
023-170-020-001-02	3080 BIRCH ST	LEWIS, WILLIAM J & LORIE J	PO BOX 552	JOHANNESBURG	MI	49751	0.66	401	R-1

PZBA19-001 VARIANCE DOLLAR GENERAL  
 021-020-100-020-01, 023-170-018-004-00 - part of, 023-170-019-003-00



021-020-100-020-01	023-170-011-001-01	021-020-100-020-02	023-170-020-001-02
023-170-018-004-00	023-170-011-007-03	023-170-019-001-00	
023-170-019-003-00	023-170-012-007-00	023-170-019-003-01	
021-020-100-015-01	023-170-017-004-01	023-170-024-001-00	
023-170-011-005-01	023-170-017-013-01	023-170-020-007-00	
023-170-011-007-01	023-170-017-015-01	023-170-020-009-00	
023-170-011-007-02	023-170-018-001-01	023-170-020-010-00	

OTSEGO COUNTY LAND USE SERVICE  
 1322 HAYES RD  
 GAYLORD, MI 49735  
 PH: 989-731-7400  
 FAX: 989-731-7419  
 INSPECTION LINE: 989-731-7401



**Paid By:**  
 OVERLAND PROPERTY GROUP LLC/ATKINSON

RECEIPT NUMBER

**01318049**

06/18/2019

Type	Record	Category	Description	Amount
Permit	PZBA19-001	ADMIN ZONING	ZBA VARIANCE	\$ 400.00

<b>Total</b>	<b>\$ 400.00</b>
Cash	
Check	\$ 400.00
Credit	
Transferred	
<b>Tendered</b>	<b>\$ 400.00</b>
<b>Change</b>	<b>\$ 0.00</b>
<b>To Overpayment</b>	<b>\$ 0.00</b>

**Expiration of permit:**

A permit will remain valid as long as work is progressing and inspections are requested and conducted. A permit will become invalid if the authorized work has not commenced within 6 months of issuance or if the authorized work is suspended or abandoned for a period of 6 months.

**OTSEGO COUNTY  
ZONING BOARD OF APPEALS**

**PZBA19-001  
VARIANCE**

**021-020-100-020-01, 023-170-018-004-00 – part of, 023-170-019-003-00**

**FINDING OF FACT**

1. This is a request for a variance of three (3) combined parcels located in Charlton Township along M-32 East Johannesburg, MI 49751. *Exhibit #1, Exhibit #5*
2. The combined properties total 2.43 acres. *Exhibit #4, Exhibit #6*
3. The purpose of the variance is to permit fewer parking spaces than required for a retail business. *Exhibit #1*
4. The Otsego County Zoning Ordinance requires one (1) parking space per each one hundred fifty square feet (150 sq ft) of usable floor area. *Exhibit #3*
5. Proposed total 'usable floor area' requires forty-eight (48) parking spaces; variance request is for a reduction of eighteen (18) spaces for a total of thirty (30). *Exhibit #1, Exhibit #3*
6. Proposed properties were approved for rezone to a B2/General Business Zoning District by the Otsego County Board of Commissioners on June 25, 2019 per the division of lots 4-6 from parcel 023-170-018-004-00. *Exhibit #2, Exhibit #4, Exhibit #5*
7. A retail business is a permitted use in a B2 Zoning District. *Exhibit #2, Exhibit #3*
8. The proposed properties are currently under the ownership of Wesley & Holly Atkinson, applicants. *Exhibit #4*
9. The applicants are being represented by an agent of Dollar General. *Exhibit #7*
10. The Public Hearing Notice was published in the Herald Times on July 19, 2019. *Exhibit #8*
11. The requirements of Article 27 Township Participation in County Zoning of the Otsego County Zoning Ordinance have been met. *Exhibit #9, Exhibit #10*
12. All property owners within three hundred (300') feet were properly notified of the public hearing. *Exhibit #11*
13. The required fees have been collected by Otsego County Land Use Services. *Exhibit #12*
14. Land Use Services has determined all other requirements of Article 23 Site Plan Review have been met. *Exhibit #14*

## FINDINGS UNDER ARTICLE 11/B2 GENERAL BUSINESS DISTRICT

### ARTICLE 11 B2 GENERAL BUSINESS DISTRICT

#### INTENT

The B2 General Business District is designed to provide sites for more diversified business types than the B1 Local Business District and often located so as to serve passer-by-traffic. Tourist services are included as being in character with the District.

#### SECTION 11.1 PRINCIPAL USES PERMITTED

No building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses:

##### 11.1.1 All principal uses permitted in the B1 Local Business District

11.1.2 Theaters, halls, and similar places of assembly

11.1.3 Laundromats and dry cleaners

11.1.4 Bowling alleys, pool or billiard parlors or clubs

11.1.5 Equipment rental shops with outside storage

11.1.6 Indoor archery range

11.1.7 Lumber yards and building material suppliers-within enclosed building

11.1.8 Tavern/night clubs

11.1.9 Restaurants serving alcoholic beverages

11.1.10 Public parking garages

11.1.11 Bus stations and passenger terminals

11.1.12 Businesses and restaurants with drive-through service

11.1.13 Wireless Telecommunications Towers and Facilities one hundred ninety (190) feet or less in height without lights [Permit criteria includes [Article 21.46](#)]

11.1.14 Transient Merchants-Tent and open air merchants, for periods of up to ninety (90) days per year, housing retail uses otherwise allowed by the Zoning Ordinance in this district. A single thirty (30) day extension may be applied for. Three (3) or more merchants on a parcel simultaneously must be permitted as a "Flea market".

11.1.15 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use [See [Article 21.46](#)]

## FINDINGS UNDER ARTICLE 10/B1 LOCAL BUSINESS DISTRICT

### ARTICLE 10 B1 LOCAL BUSINESS DISTRICT

#### INTENT

The B1 Local Business District establishes a Business District that is more selective than a General Business District. It provides for the establishment of neighborhood shopping areas, personal services, and professional office areas that are compatible with and of service to residential uses, provided the uses are within a completely enclosed building.

#### SECTION 10.1 PRINCIPAL USES PERMITTED

No building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses:

10.1.1 Office buildings for administrative, professional, governmental and sales offices

10.1.2 Medical and dental offices, including clinics

10.1.3 Banks and financial institutions, without drive through

10.1.4 Any generally recognized retail business within an enclosed building less than one hundred thousand (100,000) square feet, excluding bars and restaurants serving alcoholic beverages

- 10.1.5 Any personal service establishment which performs such services as, but not limited to: barber, beauty salon, shoe repair, tailor shops, interior decorators and photographers
- 10.1.6 Offices and showrooms of plumbers, electricians, decorators or similar trades, without outdoor storage
- 10.1.7 Rental shops with no outdoor storage
- 10.1.8 Printing establishments, newspaper offices, publishers, and copying services
- 10.1.9 Existing residences
- 10.1.10 Athletic or sports facilities and health clubs, indoor only
- 10.1.11 Churches
- 10.1.12 Convalescent or nursing home care facility
- 10.1.13 Community service facilities (public library, offices operated through public funds, etc.)
- 10.1.14 Educational institutions
- 10.1.15 Commercial Day Care
- 10.1.16 Funeral home and mortuary
- 10.1.17 Family Care Facility
- 10.1.18 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use [See [Article 21.46](#)]

**\*\*\*PERMITTED USE IN A B1/B2 ZONING DISTRICT**

**FINDINGS UNDER ARTICLE 2**

**SECTION 2.2 DEFINITIONS**

**FLOOR AREA, USABLE (FOR COMPUTING PARKING):** That area used for, or intended to be used for, the sale of merchandise or services, or for use to serve patrons, clients, or customers. Floor area used, or intended to be used, for the storage or processing of merchandise, hallways, or for utilities or sanitary facilities, shall be excluded for the computation of "Usable Floor Area" All floor levels shall be counted.

**FINDINGS UNDER ARTICLE 21**

**SECTION 21.27 PARKING**

There shall be provided in all districts at the time of erection or enlargement of any main building or structure or use, automobile off-street parking space with adequate access to all spaces.

- 21.27.1 Off-street parking for other than residential uses shall be either on the same lot or within four hundred (400) feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot.
- 21.27.2 Any area once designated as required off-street parking shall not be changed to any other use unless and until equal facilities are provided elsewhere.
- 21.27.3 In the instance of dual function of off-street parking spaces where operating hours of uses do not overlap, the Zoning Board of Appeals may grant an exception by reducing the total number of spaces required.
- 21.27.4 The storage of merchandise, motor vehicles for sale, trucks, or the repair of vehicles is prohibited on required off-street parking lots.
- 21.27.5 Residential off-street parking spaces shall consist of a driveway, parking strip, parking bay, garage, carport, or combination thereof.
- 21.27.6 The parking or storage of any commercial motor vehicle shall be prohibited in any [R1](#), [R2](#) or [RR](#) District, or in any residential area with lots of twenty thousand (20,000) square feet or less. (See definition of [COMMERCIAL MOTOR VEHICLE](#).)
- 21.27.7 For the purpose of computing the number of parking spaces required, the definition of [FLOOR AREA, USABLE](#) shall govern.

21.27.8 For those uses not specifically mentioned in the Off-street Parking Schedule, requirements for off-street parking facilities shall be in accord with a use which the Board of Appeals considers as being similar in type.

21.27.9 Entrance drives to the property and off-street parking area shall be no less than twenty-five (25) feet from a street intersection (measured from the road right-of-way) or from the boundary of a different Zoning District. A greater distance may be required by the Planning Commission if the lesser would cause a traffic issue.

#### 21.27.10 Off-street Parking Schedule

The minimum number of off-street parking spaces required by use shall be in accordance with the following schedule:

##### MINIMUM PARKING SPACES REQUIRED

##### LAND USE

##### PER UNIT OF MEASURE

##### Commercial

Planned Shopping Center	1 per 200 sq. ft. of usable floor area
Auto Wash-Automatic	5 per wash stall plus 1 per employee
Auto Wash-Automatic-Drive-in	1 for each 2 employees
Auto Wash-Self Service	1 per employee
Barber or Beauty Shop	1 per employee plus 1 per service chair
Dance Hall, Rinks or Assembly Building (no fixed seats)	1 per 3 persons at maximum capacity
Drive-in Business	1 per employee plus drive-in stalls and/or lanes to serve patrons
Banks	1 per 200 sq. ft. of usable floor area
Doctor or Dentist Office	1 per 50 sq. ft. of waiting room plus 1 per service chair
Business Office	1 per 200 sq. ft.
Billiard Hall	2 per game table
Bowling Alley	5 per lane
Taverns	1 per 100 sq. ft. of usable floor area
Restaurants	1 per 3 persons at maximum seating capacity
Drive-up or Drive-through Uses-Restaurant, Banks, Drug Pick-up, Laundries, Payment Windows or other Drive-up Service Windows	In addition to the required parking for the principal use, the Drive-through facilities requirement in <a href="#">Article 18</a> shall be followed
Furniture, Appliances, Plumbers, Electricians Minor Repair Services	1 per 800 sq. ft. of usable floor area
Vehicle Service Station	2 per service stall, plus 1 per employee
Gasoline Convenience Store	1 per 300 sq. ft. of usable floor area
Laundromat	1 per 3 machines for washing
Funeral Home/Mortuary	1 per 200 sq. ft. of usable floor area

Motels, Hotels, Motor Inns, Cabin Courts, Bed & Breakfast Facilities and Tourist Lodging Facilities	1 per 150 sq. ft. of usable floor area, the Planning Commission may reduce up to half if they reserve land for open space
Vehicle Sales	1 per 200 sq. ft. of showroom usable floor area
Retail Groceries	1 per 150 sq. ft. of usable floor area
Other Retail Stores	1 per 150 sq. ft. of usable floor area
Self-Storage Rental Units	1 per 10 units
Personal Service Establishments	1 per 100 sq. ft. usable floor area not otherwise specified
Museums	1 per 150 sq. ft. of usable floor area
Rental Shops	1 per 200 sq. ft. of usable floor area in addition to a loading and unloading area; and a vehicle turnaround drop-off area
Rifle or Pistol Range	2 per range plus 1 per employee

NOTES

- a. Sq. ft. refers to square feet of usable floor area unless otherwise noted.
- b. 1 unit per measure shall be interpreted to mean 1 per each unit, as 1 per "each" three (3) persons.
- c. Space requirements are cumulative; hence, a country club may require parking for the golf use as well as restaurant or bar use.
- d. Employees, refers to all permanent staff and part time equivalents in the largest working shift. Maximum capacity is the maximum occupancy permitted by applicable building, fire, or health codes.

21.27.11 Parking Area Design Standards

The layout of off street parking facilities shall be in accord with the following minimum requirements

<u>Parking Pattern</u>	<u>Maneuvering Lane width</u>	<u>Parking Space width</u>	<u>Parking Space length</u>
Parallel	12ft	8ft	23ft
30-53°	12ft	9ft	20ft
54-74°	15ft	9ft	20ft
75-90°	20ft	9ft	20ft

All spaces shall be provided access by maneuvering lanes. Backing directly onto a street shall be prohibited. Adequate ingress and egress to a parking lot by means of clearly defined drives shall be provided for all vehicles. Ingress and egress to a parking lot lying in an area zoned for other than residential use shall not be across land zoned for residential use.

Each entrance and exit to and from any off street parking lot located in an area zoned for other than residential use shall be at least twenty-five (25) feet from adjacent property located in any residential district.

Buffer yards shall be required per standards set by [Section 21.18](#). A buffer yard without buildings shall be required not less than ten (10) feet wide on the perimeter of all parking lots. Said buffer yard shall be used for landscaping, screening and/or drainage as required by this ordinance.

All parking areas containing twenty-seven hundred (2700) square feet or more shall provide snow storage area. Snow storage shall be provided on the ratio of ten (10) square feet per one hundred (100) square feet of parking area.

Parking area is calculated at two hundred seventy (270) square feet per parking space. Snow storage areas shall be located in such a manner that they do not interfere with the clear visibility of traffic on adjacent streets and driveways.

One (1) street tree shall be planted adjacent to the public right-of-way for each twenty-four (24) lineal feet of frontage.

Parking lots with more than two (2) parking aisles shall require landscaped areas of at least ten (10) square feet of interior landscaping for each parking space, interior being defined as the area within the perimeter of the paved surface.

Landscaped areas shall be a minimum of seventy-five (75) square feet with a minimum dimension of ten (10) feet. Interior landscape areas shall be designed so as to cause minimum interference with snow removal. Each interior landscape area shall include one (1) or more canopy trees based on the provision of one (1) tree per each one hundred (100) square feet of interior landscape area.

21.27.12 Federal and State requirements regarding handicapped parking and access shall apply.

21.27.13 Where the property owner can demonstrate that the required amount of parking is excessive, the Planning Commission may approve a smaller parking area, provided that the area of sufficient size to meet parking space requirements of this article is retained as open space and the owner agrees to construct the additional parking at the direction of the Planning Commission.

21.27.14 Parking lot cross-connections shall be used in addition to frontage roads or shared driveways, when in the opinion of the Planning Commission, cross-connections do not hinder traffic.

21.27.15 All parking in the Highway Interchange Commercial District shall be in the rear or side yard.

**\*\*\*THE ZONING ORDINANCE REQUIRES 1 PARKING SPACE PER 150 SQ FT OF USABLE FLOOR AREA FOR A TOTAL OF 48 PARKING SPACES PER APPLICATION**

## **FINDINGS UNDER ARTICLE 26**

### **ARTICLE 26 BOARD OF APPEALS**

#### **SECTION 26.6 DIMENSIONAL OR NON-USE VARIANCE**

Where, owing to special conditions, a literal enforcement of the provisions of this Ordinance would involve “practical difficulties” within the meaning of this Ordinance, the Zoning Board of Appeals shall have power upon appeal in specific cases to authorize such variation or modification as may be in harmony with the spirit of this Ordinance, and so that public safety and welfare be secured and substantial justice done. No such variance or modification of the provisions of this Ordinance shall be granted unless it appears that there is clear and convincing evidence that all the following facts and conditions exist:

26.6.1 That the requested variance will not be detrimental to the public welfare or otherwise injurious to other properties in the same zoning district.

26.6.2 That the requested variance is necessary for the applicant to receive a right available to other properties in the same zoning district.

26.6.3 That special physical conditions or unique circumstances exist with this property and do not generally apply to other properties in the same zoning district.

26.6.4 That the special conditions or circumstances are not the result of actions by the applicant or predecessor in title.

26.6.5 That the requested variance is the minimum variance necessary that will make possible the reasonable use of the land.

**\*\*\*THE ZONING BOARD OF APPEALS HAS THE AUTHORITY TO GRANT A VARIANCE IF ALL CRITERIA HAS BEEN MET**



P219-142

# Specific Site Plan Review Requirements

Conformity			Description
Yes	No	N/A	
<b>SECTION 21.10 FENCING</b>			
X			Section 21.10.02.01 A fence in the Front Yard shall not exceed a height of 3.5 feet and be of a see through design and material that does not obscure the vision of drivers of vehicles at any driveway entrance or exit, street intersection or other pedestrian property access point.
X			Section 21.10.02.02 A fence along any side lot line may extend to the front property line except that it shall not exceed a height of 3.5 feet from the front property line back 25 feet and shall be of a see through design and material that does not obscure the vision of drivers of vehicles at any driveway entrance or exit, street intersection or other pedestrian or vehicle property access point.
X			Section 21.10.02.03 A fence in the Side and Rear Yards cannot exceed a height of 7.0 feet except as noted in Section 21.10.02.01.
X			Section 21.10.02.04 A fence may be located at or along an adjoining property line. Adequate space shall be allotted to permit access for maintenance without trespass.
X			Section 21.10.02.05 A fence in any platted subdivision, residential development or residential zoning district shall not contain barbed wire or be electrified.
X			Section 21.10.02.06 A fence must be structurally sound and kept in good repair. There should be no evidence of deterioration, damaged or collapsing pieces.
X			FENCE HEIGHT REQUIREMENTS: Front of site, parallel with the principal roadway- 3.5 ft. Rear - 7.0 ft. Side - 7.0 ft. Side with front yard setbacks of 25 ft. - 3.5 ft. Game Preserves - Special Use Permit Required Junk Yard- 8.0 ft. Recycling Facility - 8.0 ft.
<b>SECTION 21.18 LANDSCAPING</b>			
21.18.2 General Performance Standards			
X			All landscape materials planted pursuant to the provisions of this section shall be healthy and compatible with the local climate, site soil characteristics, drainage, and available water supply.
X			Trees and shrubs should be at least, at the time of planting, the sizes as outlined in this section and shall be consistent with the current American Standard for Nursery Stock as set forth from time to time by the American Association of Nurserymen.
X			Deciduous trees shall be not less than one and one-half (1 ½) inches in diameter for single family residential uses and two and one-half (2 ½) inches in diameter for other uses.
X			Coniferous trees should be at least six (6) feet in height. Shrubs shall be of a size generally known in the nursery industry as requiring at least a five (5) gallon container.
X			All planting beds constructed pursuant to Sections 21.18.2, 21.18.5 and 21.18.6 shall be mulched with mulch cover at least three (3) inches deep to retain moisture around roots.
X			Trees shall be planted on the project sites so as to allow for their desired mature growth.
		X	Access to or view of fire hydrants shall not be obstructed from any side.

Conformity			Description
Yes	No	N/A	
<b>SECTION 21.18 LANDSCAPING CONT.</b>			
X			Plantings shall be designed so as to not conflict with power lines or impede fire safety services.
21.18.3 Buffer Yards:			
			<u>Tables I and II</u> shall be used to determine buffer yard dimensions and plant materials specifications.
			Buffer yards shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. Buffer yards shall not be located on any portion of an existing or dedicated public or Private Street or right-of-way.
21.18.4 Roadside Greenbelt Buffers:			
X			Unless as otherwise required by Section 21.18.3, required front yards shall be landscaped with a minimum of one (1) tree, not less than one and one-half (1½) inches in diameter for single family residential uses and two and one half (2½) inches in diameter of other use, for each one thousand (1000) square feet, or major portion thereof, of front yard abutting a road right-of-way. The remainder of the greenbelt shall be landscaped provided however, rock or other inorganic ground cover shall not exceed twenty (20) percent of the yard area. <i>2 trees</i>
21.18.6 Parking Lot Screening:			
X			Unless otherwise required by Section 21.18.3 or 21.18.4, a no-building buffer strip not less than ten (10) feet wide shall be required on the perimeter of all parking lots containing twenty-seven hundred (2,700) square feet or more of parking area where not adjacent to buildings. Said buffer strip shall be used for landscaping, screening or drainage as required herein.
X			21.18.6.1 Any required planting strip shall be a minimum of ten (10) feet in width.
X			21.18.6.2 One (1) street tree shall be planted adjacent to the public right-of-way for each twenty-four (24) lineal feet of frontage. (This requirement shall not duplicate the requirements of Sections 21.18.4 or 21.18.3.) <i>8 trees (~1800' of frontage)</i>
X			21.18.6.3 Where screens of non-living material are used, at least one (1) shrub or vine shall be planted on the right-of-way or property line side for each ten (10) lineal feet of screen or fraction thereof.
X			21.18.6.4 Parking lots with more than two (2) parking aisles shall require landscaped areas of at least ten (10) square feet of interior landscaping for each parking space, interior being defined as the area within the perimeter of the paved surface.
X			21.18.6.4.1 Landscaped areas shall be a minimum of seventy-five (75) square feet with a minimum dimension of ten (10) feet. Interior landscape areas shall be designed so as to cause minimum interference with snow removal. Each interior landscape area shall include one (1) or more canopy trees based on the provision of one (1) tree per each one hundred (100) square feet of interior landscape area.
21.18.2.2 Irrigation & Maintenance Performance Standards:			
X			All uses with the exception of single family residential, which are landscaped with live plants, pursuant to this Section shall be equipped with a watering system which will provide sufficient water to maintain plants in a healthy condition.
X			21.18.2.2.1 Whenever the landscaped area required by Sections 21.18.3, 21.18.5 and 21.18.6 is two thousand (2,000) square feet or more of living plants whether or not the plants are contiguous, the site shall have a permanent irrigation system capable of meeting the typical watering requirements of all the plant materials on site.

Conformity			Description
Yes	No	N/A	
<b>SECTION 21.18 LANDSCAPING CONT.</b>			
X			21.18.2.2.2 Whenever there is less than two thousand (2,000) square feet of landscaped area required by Sections 21.18.3, 21.18.5 and 21.18.6 on a site, there should be at least one reliable water source available during the growing season. The hose bib or other water source shall be within fifty (50) feet from a border of the plants.
X			21.18.2.2.3 All irrigation systems shall be maintained in good working condition.
X			21.18.2.2.4 Irrigation requirements may be adjusted in part or in whole by the Zoning Administrator for landscape areas having established healthy plant material, or where irrigation is deemed unnecessary for plant health and survival.
<b>SECTION 21.19 LIGHTING</b>			
X			21.19.1.1 Lighting shall be designed and constructed in such a manner: To insure that direct or directly reflected light is confined to the area needing it and that it is not directed off the property,
X			21.19.1.2 That all light sources and light lenses are shielded,
X			21.19.1.3 That any light sources or light lenses are not directly visible from beyond the boundary of the site,
X			21.19.1.4 That light from any illuminated source shall be so shaded, shielded, or directed that the light intensity or brightness will not be objectionable to surrounding areas.
X			21.19.2 Lighting fixtures shall be a down-type having one hundred (100) percent cut off. The light rays may not be emitted by the installed fixture at angles above the horizontal plane, as may be certified by photometric test. A United States flag, Michigan flag or a flag of a veteran's organization chartered by the United States Government shall be allowed to have light illuminating them from below
X			21.19.3 There shall be no blinking, flashing, or fluttering lighting, including changes in light intensity, brightness or color, except that lights may be controlled by a dimmer which can be periodically adjusted for conditions and signs as allowed in 21.38.03.01. Beacon lights are not permitted except where required by law.
X			21.19.4 No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.
<b>SECTION 21.42 DUMPSTERS</b>			
X			Commercial Trash Receptacles / Dumpsters may be placed upon a parcel of land in such a manner to facilitate loading and unloading. They may be placed <u>no closer than ten (10) feet to any adjoining property</u> . All Trash Receptacles shall be properly maintained with working lids and the lids shall be maintained in a closed position.
<b>SECTION 21.43 UG UTILITY WIRES</b>			
X			Within the area of a plat or site plan, all distribution lines for electric, communications or similar associated services shall be placed underground. Those electric and communication facilities placed in dedicated public ways shall be installed so as not to conflict with other underground utilities. All communication and electric facilities shall be constructed in accordance with standards of construction approved by the Michigan Public Service Commission. All underground utility installations which traverse privately-owned property shall be protected by easements granted by the owner of such property.

Conformity			Description
Yes	No	N/A	
<b>SECTION 21.27 PARKING</b>			
X			There shall be provided in all districts at the time of erection or enlargement of any main building or structure or use, automobile off-street parking space with adequate access to all spaces.
X			21.27.1 Off-street parking for other than residential uses shall be either on the same lot or within four hundred (400) feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot.
X			21.27.2 Any area once designated as required off-street parking shall not be changed to any other use unless and until equal facilities are provided elsewhere.
		X	21.27.3 In the instance of dual function of off-street parking spaces where operating hours of uses do not overlap, the Zoning Board of Appeals may grant an exception by reducing the total number of spaces required.
X			21.27.4 The storage of merchandise, motor vehicles for sale, trucks, or the repair of vehicles is prohibited on required off-street parking lots.
		X	21.27.5 Residential off-street parking spaces shall consist of a driveway, parking strip, parking bay, garage, carport, or combination thereof.
X			21.27.6 The parking or storage of any commercial motor vehicle shall be prohibited in any R1, R2 or RR District, or in any residential area with lots of twenty thousand (20,000) square feet or less. (See definition of COMMERCIAL MOTOR VEHICLE.)
			21.27.7 For the purpose of computing the number of parking spaces required, the definition of FLOOR AREA, USABLE shall govern. <i>7200 ft<sup>2</sup> usable = 48 spaces</i>
		X	21.27.8 For those uses not specifically mentioned in the Off-street Parking Schedule, requirements for off-street parking facilities shall be in accord with a use which the Board of Appeals considers as being similar in type.
X			21.27.9 Entrance drives to the property and off-street parking area shall be no less than twenty-five (25) feet from a street intersection (measured from the road right-of-way) or from the boundary of a different Zoning District. A greater distance may be required by the Planning Commission if the lesser would cause a traffic issue.
	X		21.27.10 The minimum number of off-street parking spaces required by use shall be in accordance with the parking schedule. <b>PAGE 111 ZO</b> <i>48 needed → 30 PROVIDED</i>
X			All spaces shall be provided access by maneuvering lanes. Backing directly onto a street shall be prohibited. Adequate ingress and egress to a parking lot by means of clearly defined drives shall be provided for all vehicles. Ingress and egress to a parking lot lying in an area zoned for other than residential use shall not be across land zoned for residential use.
X			Each entrance and exit to and from any off street parking lot located in an area zoned for other than residential use shall be at least twenty-five (25) feet from adjacent property located in any residential district.
X			Buffer yards shall be required per standards set by Section 21.18. A buffer yard without buildings shall be required not less than ten (10) feet wide on the perimeter of all parking lots. Said buffer yard shall be used for landscaping, screening and/or drainage as required by this ordinance.

\*

Conformity			Description
Yes	No	N/A	
<b>SECTION 21.27 PARKING CONT.</b>			
X			All parking areas containing twenty-seven hundred (2700) square feet or more shall provide snow storage area. Snow storage shall be provided on the ratio of ten (10) square feet per one hundred (100) square feet of parking area. <i>14,000 ft<sup>2</sup> PARKING = 1400 ft<sup>2</sup> snow storage</i>
X			Parking area is calculated at two hundred seventy (270) square feet per parking space. Snow storage areas shall be located in such a manner that they do not interfere with the clear visibility of traffic on adjacent streets and driveways.
X			One (1) street tree shall be planted adjacent to the public right-of-way for each twenty-four (24) lineal feet of frontage.
X			Parking lots with more than two (2) parking aisles shall require landscaped areas of at least ten (10) square feet of interior landscaping for each parking space, interior being defined as the area within the perimeter of the paved surface.
X			Landscaped areas shall be a minimum of seventy-five (75) square feet with a minimum dimension of ten (10) feet. Interior landscape areas shall be designed so as to cause minimum interference with snow removal. Each interior landscape area shall include one (1) or more canopy trees based on the provision of one (1) tree per each one hundred (100) square feet of interior landscape area.



App # D219-142

**Otsego County Site Plan Review Checklist**

Conformity			Description
Yes	No	N/A	
<b>Article 4 R1 Residential Districts IV-1</b>			
			4.1 Principal Uses Permitted IV-1
			4.2 Permitted Uses Subject to Special Conditions IV-1
<b>Article 5 R2 General Residential Districts V-1</b>			
			5.1 Principal Uses Permitted V-1
			5.2 Permitted Uses Subject to Special Conditions V-1
<b>Article 6 R3 Residential Estates VI-1</b>			
			6.1 Principal Uses Permitted VI-1
			6.2 Permitted Uses Subject to Special Conditions VI-1
<b>Article 7 RR Recreation Residential District VII-1</b>			
			7.1 Principal Uses Permitted VII-1
			7.2 Permitted Uses Subject to Special Conditions VII-1
<b>Article 8 FR Forestry Recreation VIII-1</b>			
			8.1 Principal Uses Permitted VIII-1
			8.2 Permitted Uses Subject to Special Conditions VIII-2
<b>Article 9 AR Agricultural Resource District IX-1</b>			
			9.1 Principal Uses Permitted IX-1
			9.2 Permitted Uses Subject to Special Conditions IX-2
<b>Article 10 B1 Local Business District X-1</b>			
			10.1 Principal Uses Permitted X-1
			10.2 Permitted Uses Subject to Special Conditions X-2
<b>Article 11 B2 General Business District XI-1</b>			
X			11.1 Principal Uses Permitted XI-1
X			11.2 Permitted Uses Subject to Special Conditions XI-2
<b>Article 12 B3 Business, Light Manufacturing District XII-1</b>			
			12.1 Principal Uses Permitted XII-1
			12.2 Permitted Uses Subject to Special Conditions XII-2
<b>Article 13 I Industrial District XIII-1</b>			
			13.1 Principal Uses Permitted XIII-1
			13.2 Permitted Uses Subject to Special Conditions XIII-2
<b>Article 14 HX Highway Interchange District XIV-1</b>			
			14.1 Principal Uses Permitted XIV-1
			14.2 Principal Uses Subject to Special Conditions XIV-2
			14.3 Development Requirements XIV-4
<b>MUZ Main Street Multiple Use Zoning XV-1</b>			
			15.1 Principal Uses Permitted XV-2
			15.2 Permitted Uses Subject to Special Conditions XV-4
			15.3 Development Requirements XV-4

Conformity			Description
Yes	No	N/A	
<b>MUZ Town Center Multiple Use Zoning XV-8</b>			
			15.4 Principal Uses Permitted XV-8
			15.5 Permitted Uses Subject to Special Conditions XV-9
			15.6 Development Requirements XV-9
<b>Article 17 Schedule of Dimensions XVII-1</b>			
X			Limiting Height, Bulk, Density, and Area by Zoning Districts XVII-1
		X	Zoning Districts XVII-1
		X	Multiple Dwellings - Bulk, Density and Area XVII-3
<b>Article 18 Lots Near Water</b>			
			18.2 Shoreland Building Setbacks XVIII-1
			18.3 Maintenance of Shoreland XVIII-1
			18.4 Construction Within the Shorelands by Permit XVIII-1
			18.5 Tree Cutting Within the Shorelands by Permit XVIII-2
			18.6 Excavating, Filling or Grading Shorelands by Permit XVIII-2
			18.7 Beach Improvements XVIII-3
			18.8 Shoreland Site Plans XVIII-3
			18.9 Non-Public Lakefront Access Sites XVIII-3
			18.10 Definitions and General Provisions XVIII-4
			18.11 Site Design Standards XVIII-4
			18.12 Site Plan Review Procedures XVIII-5
<b>Article 20 Access Management Requirements</b>			
X			20.3 Location and Spacing XX-2 <i>INSTALLING LEFT TURN LANE 20.3.4</i>
X			20.4 Sight Distance XX-2 <i>WILL MEET MDOT</i>
X			20.5 Access XX-2
X			20.6 Road Standards XX-2 <i>STATE HWY</i>
<b>Article 21 Specific Requirements for Certain Uses XXI-1</b>			
		X	21.1 Accessory Buildings XXI-1
		X	21.2 Adult Entertainment XXI-1
		X	21.3 Automobile and Scrap Metal Salvage Yards XXI-1
		X	21.4 Cemetery XXI-2
		X	21.5 Cluster Residential Option XXI-2
		X	21.6 Development Regulations XXI-3 <i>FOR</i>
		X	21.7 Discretionary Approval Conditions XXI-4
		X	21.8 Drive-Through Facilities XXI-4
X			21.10 Fences XXI-5
		X	21.11 Golf Course and Country Club XXI-6
		X	21.12 Home Occupation XXI-6
		X	21.13 Hunt Club XXI-7
		X	21.14 Land Division XXI-7
X			21.18 Landscaping XXI-9
			21.19 Lighting, Outdoor XXI-15
		X	21.20 Livestock Auction Yard XXI-15

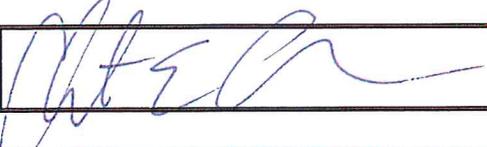
*WILL MEET FOLLOWING LOT COMBO - CONDITION TO APPROVAL*

*NOT IN SHORELAND*



Conformity			Description
Yes	No	N/A	
<b>Article 21 Specific Requirements for Certain Uses XXI-1 CONT</b>			
X			21.21 Loading and Unloading (Off Street) XXI-15
		X	21.22 Manufactured or Site-Built Dwelling Less Than 16Feet Wide XXI-16
		X	21.23 Manufactured Housing Park (Rental Sites) XXI-16
		X	21.25 Mining, Gravel, Sand, Clay, Top Soil, Marl XXI-17
		X	21.26 Nonconformities XXI-23
	X		21.27 Parking XXI-25
X			21.28 Performance Standards XXI-29
		X	21.29 Pets and Other Animals XXI-30
		X	21.30 Race Track (Including Auto, Snowmobile, Horse) XXI-31
		X	21.31 Railroad XXI-32
		X	21.32 Recreation Camp and Resort XXI-32
		X	21.33 Recreational Equipment XXI-32
		X	21.34 Restricted Uses XXI-33
		X	21.35 Riding Academy or Stable XXI-34
		X	21.36 Recycling facilities, and Solid Waste Haulers XXI-34
		X	21.37 Shooting Range XXI-35
X			21.38 Signs and Billboards XXI-35 <i>TBD @ SIGN APPLICATION</i>
		X	21.39 Slaughter House, Meat or Poultry Packing or Processing XXI-40
X			21.40 Soil Erosion & Storm Water Management XXI-40
		X	21.41 Speakers and Sound Device, Outdoor XXI-40
X			21.42 Trash Receptacles/Dumpsters XXI-40
X			21.43 Underground Utility Wire XXI-41
		X	21.44 Unlisted Property Use XXI-41
		X	21.45 Veterinary Hospital, Kennel XXI-41
		X	21.46 Wireless Communications XXI-41
		X	21.47 Wind Generation XXI-45
<b>Article 22 General Exceptions for Area, Height, and Use XXII-1</b>			
		X	22.1 Essential Services XXII-1
		X	22.2 Voting Places XXII-1
X			22.3 Height Limit XXII-1
X			22.4 Projections into Required Open Places XXII-1
<b>Article 24 Planned Unit Development (PUD) XXIV-1</b>			
		X	24.1 General Standards XXIV-1
		X	24.2 Procedure XXIV-4
		X	24.3 Open Space Plan XXIV-5

\*

SIGNATURE: 

DATE: 6/24/19



**Otsego**  
**COUNTY**  
 M I C H I G A N

ESTABLISHED 1875

**Department of  
 Land Use Services**

1322 Hayes Rd • Gaylord, MI 49735  
 Phone (989)731.7400 • Fax (989)731.7419  
[www.otsegocountymi.gov](http://www.otsegocountymi.gov)

**AFFIDAVIT OF MAILING**

I am over the age of 18 (eighteen) years and on July 19, 2019, I mailed the Public Hearing Notice, a copy of which is attached, to the addressees set forth below by depositing a copy enclosed in a postpaid envelope in an official depository under the exclusive care and custody of the United States Postal Service, in Otsego County Michigan, addressed to the following:

Wesley & Holly Atkinson PO Box 45 Johannesburg, MI 49751	DGOGJohannesburgMI030619 LLC 1598 Imperial Center Ste 2001 West Plains, MO 65775
Penny Kay Banaszak PO Box 41 Johannesburg, MI 49751	Johannesburg Christian Church PO Box 75 Johannesburg, MI 49751
Township of Charlton PO Box 367 Johannesburg, MI 49751	Dice – Thomas 6235 Apple St Johannesburg, MI 49751
Dustin & Kimberly M Gascho 33364 Linsdale Ct Sterling Hts, MI 48310	Daniel J & Brenda a Kwapis 10297 M-32 East Johannesburg, MI 497351
William J & Lorie J Lewis PO Box 552 Johannesburg, MI 49751	Deborah R Moyer PO Box 205 Gaylord, MI 49734
Elizabeth M Moyer 508 Random Ln Chalet Rm #10 Gaylord, MI 49735	Hubert & Diana Natter 350 S Shore Dr Osprey, FL 34229
James L & Carol J Riddering Trust 7386 Melvindale Camp Rd Johannesburg, MI 49751	

*Christine Kayak Wahlfeld*

7.19.19

Signature

Date



*Otsego*  
**COUNTY**  
M I C H I G A N

*Department of  
Land Use Services*

1322 Hayes Rd • Gaylord, MI 49735  
Phone (989)731.7400 • Fax (989)731.7419  
[www.otsegocty.gov](http://www.otsegocty.gov)

**AFFIDAVIT OF MAILING**

I am over the age of 18 (eighteen) years and on July 12, 2019, I mailed the Public Hearing Notice, a copy of which is attached, to the addressees set forth below by depositing a copy enclosed in a postpaid envelope in an official depository under the exclusive care and custody of the United States Postal Service, in Otsego County Michigan, addressed to the following:

Wesley & Holly Atkinson PO Box 45 Johannesburg, MI 49751	DGOGJohannesburgMI030619 LLC 1598 Imperial Center Ste 2001 West Plains, MO 65775
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James L & Carol J Riddering Trust 7386 Melvindale Camp Rd Johannesburg, MI 49751	

*Christin Kay Wohlfel*

Signature

7.12.19

Date

**OTSEGO COUNTY  
ZONING BOARD OF APPEALS**

**PUBLIC HEARING NOTICE**

July 30, 2019

The Otsego County Planning Commission will hold a public hearing on Tuesday, July 30, 2019 at 6:00 pm in the Planning and Zoning Meeting room located at 1322 Hayes Rd Gaylord, Michigan.

The purpose of the public hearings will be to obtain citizen comment on the following:

1. Wesley & Holly Atkinson, property owners, represented by an agent of Dollar General, have requested a parking variance for properties located in Charlton Township at 10669 M-32 East Johannesburg, MI 49751. The purpose of the variance is to allow fewer parking spaces than required for the proposed construction of a retail business. The properties have been rezoned to a B2/General Business Zoning District.

Parcel identification number: 021-020-100-020-01

**M-32 East**

**Johannesburg, MI 49751**

**Legal Description:**

COMM AT THE N¼ COR OF SEC 20, TH S 88°38'00" E 742.53FT ALG THE N LN OF SEC TO POB; TH S 00°25'59" W 589.53FT, T 88°32'02" E 99.01FT, TH N ALG E LN OF VACATED HEMLOCK ST TO THE N SEC LN, TH W TO THE POB. CONT. 1.34 ACRES M/L SEC 20, T30N-R1W 1999 ADDED TO ROLL

Parcel identification number: 023-170-018-004-00 - part of - (Lots 7-12 only)

**10669 M-32 East**

**Johannesburg, MI 49751**

**Legal Description:**

LOTS 7-12 BLK 18 VILLAGE OF JOHANNESBURG SEC 20, T30N-R1W

Parcel identification number: 023-170-019-003-00

**M-32 East**

**Johannesburg, MI 49751**

**Legal Description:**

LOTS 11 & 12 BLK 19 VILLAGE OF JOHANNESBURG SEC 20, T30N-R1W

All citizens are welcome to attend the meeting or provide written comment. If written comments are provided the comments must be received at the Otsego County Land Use Services Office by noon (12:00 pm) the day of the meeting.

Any citizen who has questions regarding this application or needs assistance to attend this meeting should contact the Director of Land Use Services at 989.731.7400.

