



ZONING BOARD OF APPEALS
REGULAR MEETING AGENDA
TUESDAY, MARCH 12, 2024
CITY HALL COUNCIL CHAMBERS
161 E. GRAND RIVER AVE., WILLIAMSTON, MI
Phone (517) 655-2774
7:00 pm

1. Call to Order – 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call
4. Audience Participation- Maximum 5 minutes per presentation. Subject matter on non-agenda & agenda items.
5. Approval of Agenda
6. Zoning Board of Appeals Regular Minutes of September 12, 2023
7. Public Hearing- Cross Access Connection Road Variance for Parcel ID 33-18-07-02-400-037, 3055 North Williamston Rd.
 - a. Open Public Hearing – 7:01 p.m.
 - b. Chair states purpose of hearing and rules of procedure as deemed necessary
 - c. Presentation by staff summarizing the item
 - d. Questions from Board to staff
 - e. Presentation by Applicant
 - f. Questions from Board to Applicant
 - g. Testimony from public
 - i. Presentation of written comments
 - ii. Presentation of oral comments (-Supporters of Request, -Opponents of Request)
 - h. Concluding comments from staff
 - i. Concluding comments from applicant
 - j. Concluding questions or comments from Board
 - k. Close public hearing
8. Action Items
 - a. Cross Access Connection Road Variance for 3055 N. Williamston Rd., Parcel ID 33-18-07-02-400-037
 - b. Consideration of 2024 Meeting Dates and Times
 - c.
 - d.
9. Discussion Items
 - a.
10. Information Only
 - a.
11. Audience Participation
12. Member Comments
13. Adjournment

Individuals with disabilities requiring special assistance that are planning to attend a Zoning Board of Appeals meeting should contact the City Clerk by writing or calling at least 2 days in advance of the meeting that will be attended.

THE NEXT REGULAR ZONING BOARD OF APPEALS MEETING WILL BE HELD ON TUESDAY, APRIL 9, 2024 AT 7:00 P.M. IN THE CITY HALL COUNCIL CHAMBERS.

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**CITY OF WILLIAMSTON
ZONING BOARD OF APPEALS
SEPTEMBER 12, 2023
REGULAR MEETING MINUTES**

1. Call To Order:

The meeting was called to order at 7:07 p.m. in the City Hall Council Chambers by Chairman Robert DeGarmo and the Pledge of Allegiance was recited.

3. Roll Call:

Chairman Robert DeGarmo, Vice Chair Derik Feldpausch, and Board Member Dan Rhines. Absent: Bruce Bellinger and Brandon Gilroy.

Also Present: City Manager John Hanifan, Deputy Clerk Barbara Burke, City Attorney Timothy Perrone, McKenna Planner Raphael Kasen, and applicant Jeremy Jesse.

4. Audience Participation:

Chairman DeGarmo called for public comments at this time and there were none.

5. Approval of Agenda:

Motion by **Rhines**, second by **Feldpausch**, to approve the agenda as presented.
Motion passed by voice vote.

6. Zoning Board of Appeals Regular Minutes of April 18, 2023:

Motion by **Rhines**, second by **Feldpausch**, to approve the April 18, 2023 minutes as presented. **Motion passed by voice vote.**

7. Public Hearing- Dimensional Variance for Parcel ID 33-18-07-02-126-008, 3448 Corwin Road:

7a. Open Public Hearing:

Chairman DeGarmo opened the public hearing at 7:10 p.m.

7b. Chair States the Purpose of the Hearing and Rules of Procedure:

Chairman DeGarmo explained the purpose of the public hearing and rules of procedure.

7c. Presentation by Staff Summarizing the Item:

McKenna Planner Kasen went over the written report from McKenna Associates stating the applicant is requesting a 20-foot variance from ordinance standards for parcel ID 33-18-07-02-126-008, 3448 Corwin Road.

7d. Questions from Board to Staff:

There were questions on the photo (the one provided is clear); and clarification on the I-2 industrial district.

7e. Presentation by Applicant:

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Mr. Jesse said he lives in Wheatfield Township and owns a self-storage unit in DeWitt. This facility will be gated, lighted, top of the line technology, etc.

7f. Questions from Board to Applicant:

None.

7g. Testimony from Public:

1. **Presentation of Written Comments:**

None.

2. **Presentation of Oral Comments:**

None.

7h. Concluding Comments from Staff:

Attorney Perrone provided three resolutions for consideration of the variance.

7i. Concluding Questions or Comments from Applicant:

None.

7j. Concluding Questions or Comments from Board:

None.

7k. Close Public Hearing:

Chairman DeGarmo closed the public hearing at 7:20 p.m.

8. Action Items

8a. Dimensional Variance for 3448 Corwin Road, Parcel ID 33-18-07-2-126-008

Motion by Rhines, second by Feldpausch, to adopt resolution Option 2, Granting Variance with Conditions

RESOLUTION

OPTION 2 – GRANTING VARIANCE WITH CONDITIONS

BE IT RESOLVED that the Williamston Board of Zoning Appeals hereby finds, with respect to the request for the variance requested by Williamston Self-Storage, LLC, Applicant, of 1057 Frost Rd., Williamston, Michigan, from the rear yard setback requirements under the Zoning Ordinance of the City of Williamston, Article 2, Section 2.311, for a 20 foot variance in the 50 foot rear yard setback in the I-2 Industrial District to allow for the construction of a 12,000 sq. ft. storage facility (mini-warehouse) on the property located at 3448 Corwin Rd., Williamston, Michigan, Tax ID No. 33-18-07-02-126-008, as follows:

1. That the rear yard setback variance is necessary because compliance with the strict letter of the rear yard setback requirements will unreasonably prevent the owner from using the property for a permitted purpose, or will render conformity with the

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standards unnecessarily burdensome. The 0.8 acre property was previously split from a larger parcel, and does not meet the current minimum 2-acre lot size, which would have accommodated the proposed 12,000 sq. ft. building without a setback variance. A smaller building for the intended use that met setback requirements would not be economically feasible.

2. That the rear yard setback variance is necessary because a grant of the variance will do substantial justice to the applicant as well as to other property owners in the zoning district, and a lesser variance will not give substantial relief to the applicant as well as be more consistent with justice to other property owners in the district. The variance will allow the economical development of the vacant property, create jobs, and revitalize the industrial district. A lesser variance is not possible due to the non-conforming lot size and the need for a building large enough to be financially feasible.

3. That the plight of the applicant is due to the unique circumstances of the property. The property is unique in that it was split from a larger parcel and does not conform to the minimum lot size. A financially feasible structure cannot be constructed elsewhere on the property.

4. That the problem to be addressed by the rear yard setback variance is not self-created. The lot was split from a larger parcel before the applicant acquired it. Without the variance, a financially feasible structure could not be built on the property.

5. That the rear yard setback variance will allow the spirit of the Zoning Ordinance to be observed, public safety and welfare secured, and substantial justice done. A grant of the rear yard setback variance would permit economically reasonable development of the property, which is adjacent to other industrial property, consistent with the City's Master Plan, and is harmonious with similar setbacks in the I-2 district and surrounding properties. Public safety will not be impaired.

6. That the variance will not impair adequate supply of light and air to adjacent properties, unreasonably increase the congestion in public streets, increase the danger of fire or endanger public health, or unreasonably diminish established property values within the surrounding area. Approval of the variance will not negatively impact other properties, property values, or the public health. The actual development of the property will require Planning Commission approval of a site plan.

BE IT FURTHER RESOLVED, that based in the aforementioned findings, the Applicant's variance is hereby granted to permit the development of the property by allowing a 20 foot variance in the 50 foot rear yard setback requirement, resulting in a 30 foot setback on the rear (east) line of the property, to allow the construction of a 12,000 sq. ft. storage facility (mini-warehouse), consistent with an approved site plan.

BE IT FURTHER RESOLVED, that the variance granted to Applicant shall be subject to strict compliance with the following condition:

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1. The variance must be used within one (1) year from this date.

Yes: Rhines, Feldpausch, DeGarmo. No: None. **Motion passed.**

11. Audience Participation:

Chairman DeGarmo called for public comments at this time and there were none.

12. Member Comments:

None.

13. Adjournment:

Chairman DeGarmo adjourned the meeting at 7:22 p.m.

Meeting Adjourned at 7:22 p.m.

***THE PRECEDING MINUTES ARE A SYNOPSIS OF A ZONING BOARD OF APPEALS MEETING AND DO NOT REPRESENT A VERBATIM RECORD.**

Respectfully Submitted by: _____
Barbara J. Burke, Deputy Clerk

Date Approved: _____

CITY OF WILLIAMSTON, MICHIGAN
ZONING BOARD OF APPEALS

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NOTICE OF PUBLIC HEARING
FOR REQUESTED ZONING VARIANCE

PLEASE TAKE NOTICE the City of Williamston Zoning Board of Appeals will conduct a Public Hearing at 7:01 p.m. on Tuesday, March 12, 2024 in the City of Williamston Council Chambers, 161 E. Grand River Avenue, Williamston, MI 48895.

Application has been made by Zarembo Group for a Zoning Variance for property located at 3055 North Williamston Road, Williamston, MI 48895 (Parcel ID 33-18-07-02-400-037) zoned Property Zoning District: C-2 General Business District.

Applicant has requested a Zoning Variance to not provide cross access connection to the vacant lot directly south of property. The Williamston Road Overlay district requires cross access connections between properties along Williamston Road to provide side connections to multiple businesses (City of Williamston Zoning Ordinance, Article 4, Chapter 2, WRO - Williamston Road Overlay District).

Notice is hereby given as required by the City of Williamston's Zoning Ordinance and the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. All related documentation may be reviewed, and written comments will be accepted, at the City of Williamston City Hall, 161 E. Grand River Avenue, Williamston, MI 48895, between the hours of 8:00 a.m. and 5:00 p.m. during all scheduled days of operation. Questions can be directed to John Hanifan, City Manager, at 517-655-2774, ext. 110, or manager@williamston-mi.us.

Any party having an interest in the matter may attend the Public Hearing and make their comments known to the Zoning Board of Appeals. Individuals with disabilities needing special accommodations to fully participate in the meeting may contact the City Clerk to request the necessary assistance. This request must be made at least two (2) business days prior to the meeting.

Holly Thompson, City Clerk
CITY OF WILLIAMSTON



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Memorandum

TO: City of Williamston – Zoning Board of Appeals
FROM: Jeff Keesler, Associate Planner
SUBJECT: Variance Review – N. Williamston Rd., Dollar General
DATE: March 1, 2024

APPLICATION

Property Owner	Pleasant Meadow Development, LLC - Dollar General 126 S. Putnam Williamston, MI 48895
Applicant:	Zaremba Group, LLC 14600 Detroit Ave. Suite 1500 Lakewood, OH 44107
Variance Location:	Vacant property located on the west side of N. Williamston Rd., approximately 3050 N. Williamston Rd. Parcel #33-18-07-02-400-036
Zoning District:	C-2 (General Business District)

VARIANCE REQUEST

Property Description. The subject property is located on the west side of N. Williamston Rd., approximately 3050 N. Williamston Rd. The existing 4-acre parcel has approximately 384.5 feet of frontage on N. Williamston Rd. The north property line abuts a single-family home and the west lot line is adjacent to a rural residential neighborhood. The south property line abuts a TSC commercial store. The property is currently a vacant field.

Please see the following aerial and site photographs for the general location and specific characteristics of the property.

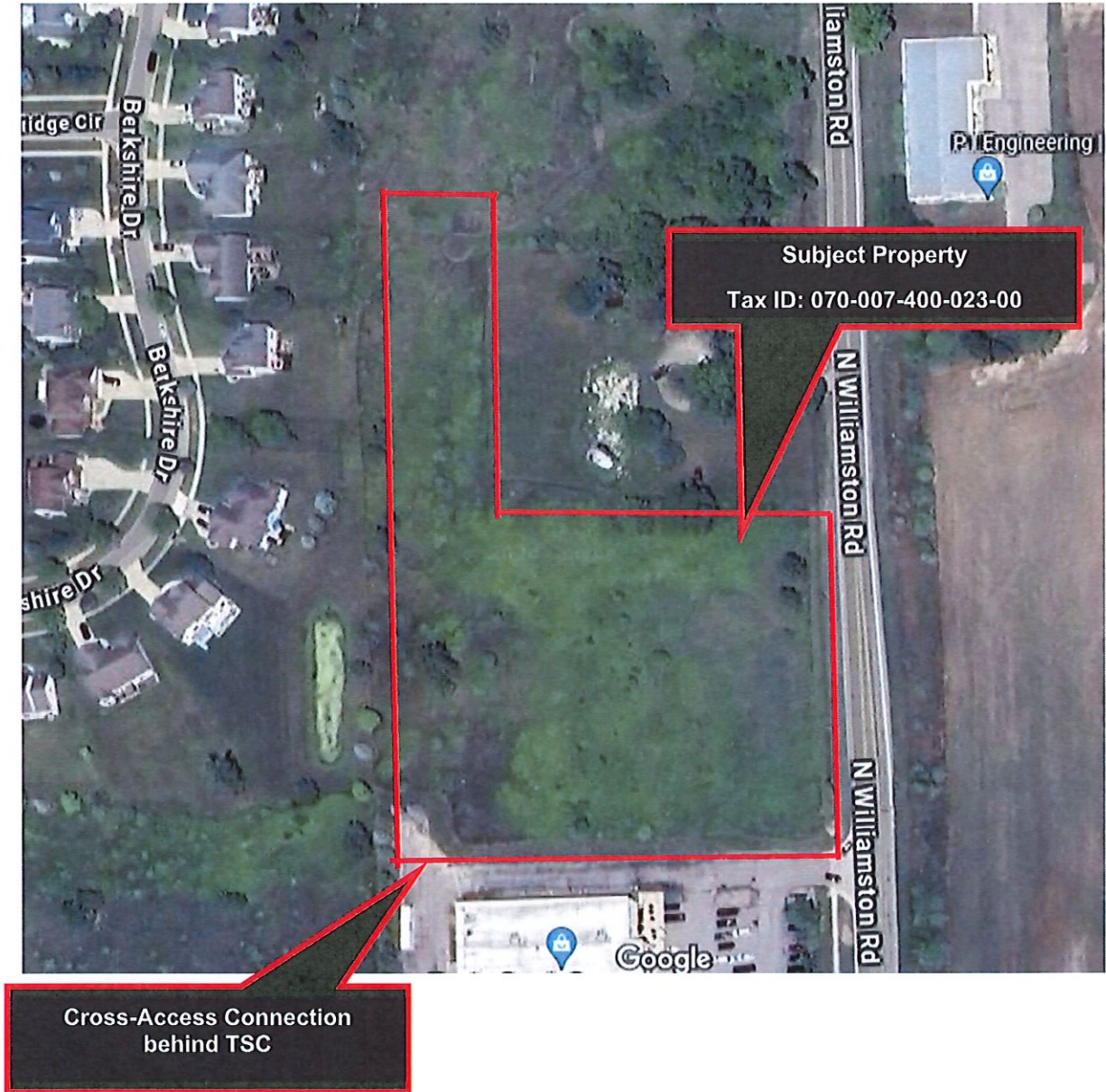


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VARIANCE APPLICATION

2024 Google Maps Aerial Photo

Dimensional Variance to not construct a cross-access road to TSC.





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Site Photos (September 2023)



Looking west at the subject property from N. Williamston Rd.



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Action Request. An application for a dimensional variance has been submitted by Pleasant Meadow Development, LLC. The applicant is requesting a variance for the construction of a rear cross-access drive, connecting Dollar General to TSC and in accordance with the standards Williamston Road Overlay. **Per Article 4, Section 74-4.205 E: Standards Applied to the Overlay District, Cross-Access is required in the Williamston Road Overlay.** Section (e) of Article 4, Section 74-4.205 is below:

1. **Cross-Access Connections.** Parking lots and vehicle maneuvering aisles shall be designed to connect to parking lots and vehicle maneuvering aisles on adjacent lots in order to form a continuous secondary access system on parcels facing Williamston Road. The cross-access connections should occur behind the buildings.
2. **Easement Required.** Whenever a site is developed in accordance with the requirements of the WRO district, a blanket cross-access easement shall be enacted over all parking and vehicle maneuvering aisles on the site to permit cross-access connections from adjacent sites. The easement shall be recorded with the County Register of Deeds prior to any certificate of occupancy being granted by the City for the use.

The applicant states that constructing a cross-access road between the proposed Dollar General store and the existing TSC would negatively impact the site in the following ways:

- Creating additional vehicle and truck traffic.
- Creating additional impervious surfaces and contribute negatively to stormwater runoff issues in the neighboring residential area.
- Encouraging drivers on Linn Rd. and N. Williamston Rd. to make “short-cuts” through the property to avoid the traffic signal.

Williamston Road Overlay (WRO) (Parcel ID# 33-18-07-02-400-037). The applicant is requesting a variance to the requirement to construct cross-access roadways in the Williamston Road Overlay district. The applicants would like to construct a new Dollar General store on the parcel. The parcel is zoned C-2 and is approximately 4-acres in size.

The requested configuration necessitates the following variance:

A variance to waive the requirement to construct a cross-access connection to TSC, as required by the standards of the Williamston Road Overlay (WRO).

Zoning/Use. The subject property is zoned C-2 (General Business District) and is currently a vacant field.

Land Use Pattern. Surrounding properties are also zoned C-2 (General Business District), PO-1 (Professional Office District), RR (Rural Residential) and R-1S (One-Family Residential). Additional zoning districts I-1 (Light Manufacturing) and I-2 (Industrial District) are in the general vicinity but do not touch the parcel in question. Other land uses in the area consist of open farmland, wooded areas, and various commercial uses. The subject parcel is approximately ½ mile north of I-96 and approximately 1-mile south of Grand River Ave. and Downtown Williamston.

VARIANCE EVALUATION

1. **Layout.** The proposed 4-acre parcel is currently an open field. The applicants intend to build a Dollar General store on the property and are seeking a variance. The applicant has submitted a professional site plan showing the approximate location and size of the Dollar General. The applicant should submit an address assignment for the parcel from the equalization department, if they have not done so already.
2. **Vehicular Circulation.** The proposed Dollar General store would add one additional driveway along the west side of N. Williamston Rd. One of the goals of the Williamston Road Overlay is to provide cross-access connections from store to store. This allows a potential customer to shop at more than one store without having to enter back onto N. Williamston Rd.



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3. If the applicants are granted a variance for providing a cross-access connection to TSC, this will have an impact on the overall vehicle circulation in the area. Vehicles who want to shop at TSC and then go to Dollar General will have to enter back out onto N. Williamston Rd. and then enter the property next door. This scenario would be in opposition to the intent of the Williamston Road Overlay.
4. **Parking Layout.** The proposed Dollar General store would include a parking lot with 38 parking spaces and room for truck turnaround. Parking issues are not apparent based on the nature of this variance request.
5. **Grading Plan.** The proposed Dollar General store would not alter the grading plan of the parcel.
6. **Pedestrian Circulation.** Pedestrian circulation issues are not apparent based on the nature of this variance request.
7. **Exterior Lighting.** No lighting concerns are noted based on the nature of this variance request.
8. **Landscape Plan.** The site is currently a vacant field. The applicant submitted a professional sketch of the site plan showing adequate landscaping elements.
9. **Environmental Issues.** The requested variance would allow the applicants to build a Dollar General store without providing cross-access to TSC, as the Williamston Road Overlay requires. There are no other environmental concerns based on the nature of this variance.

BASIC AND SPECIAL CONDITIONS TO BE SATISFIED

Variations: All of the basic conditions listed herein and any one of the special conditions listed thereafter shall be satisfied. (Chapter 4: Variations and Appeals, Section 74-9.406 of the Zoning Ordinance).

Please refer to the standards below to determine whether or not a variance is necessary.

Practical Difficulty. A dimensional variance shall not be granted unless the Zoning Board of Appeals finds that there is a practical difficulty in the way of carrying out the strict letter of this ordinance. In determining whether a practical difficulty exists, the Zoning Board of Appeals must find that:

10. Compliance with the strict letter of the restrictions governing area, setback, frontage, height, bulk, lot coverage, density or other dimensional or construction standards will unreasonably prevent the owner from using the property for a permitted purpose or will render conformity with such restrictions unnecessarily burdensome.

The ZBA should consider whether or not providing a cross-access connection to TSC will unreasonably prevent the owner from using the property or will render conformity to this standard as unnecessarily burdensome.

11. A grant of the variance will do substantial justice to the applicant as well as to other property owners in the district, and a lesser variance will not give substantial relief to the applicant as well as be more consistent with justice to other property owners in the zoning district.

The ZBA should consider whether or not providing a variance for a cross-access connection to TSC will do substantial justice to the applicant as well as being consistent with other property owners in the zoning district. TSC has a cross-access connection built behind their store.

12. The plight of the applicant is due to the unique circumstances of the property.

The ZBA should consider whether or not the property has unique circumstances, due to being in the Williamston Road Overlay, or not.

13. The problem is not self-created.

Providing cross-access connections to other businesses in the Williamston Road Overlay is a condition of the Zoning Ordinance for developing parcels in this area.



14. The spirit of this ordinance will be observed, public safety and welfare secured, and substantial justice done.

The ZBA should consider whether or not the Zoning Ordinance is being observed, whether public safety and welfare are secured, and whether substantial justice has been done.

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15. There is compliance with the standards set forth in Section 74-9.403.B.

The ZBA should consider whether or not the variance request is in compliance with Section 74-9.403.B. listed below:

Section 74-9.403.B. Review Considerations. In consideration of all appeals and all proposed variances to this ordinance the Zoning Board of Appeals shall, before granting any variance to this ordinance in a specific case, first determine that the proposed variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets or increase the danger of fire or endanger the public safety or unreasonably diminish or impair established property values within the surrounding area or in any other respect impair the public health, safety, comfort, morals, or welfare of the inhabitants of the City.

16. There is compliance with the discretionary standards contained in Section 74-9.303 of this Ordinance.

The ZBA should consider whether or not the variance request is in compliance with Section 74-9.303 listed below:

Section 74-9.303 Standards for Approval

- A. Be harmonious with and in accordance with the general principles and objectives of the comprehensive master plan of the City of Williamston.
- B. Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the use will not change the essential character of the area in which it is proposed.
- C. Not be hazardous or disturbing to existing or future uses in the same general vicinity and will be a substantial improvement to property in the immediate vicinity and to the community as a whole.
- D. Be served adequately by essential public facilities and services, such as highways, streets, police, fire protection, drainage structures, refuse disposal water and sewage facilities and schools.
- E. Not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any person, property or general welfare as a result of producing excess traffic, noise, smoke, fumes, glare, odors.
- F. Be necessary to meet the intent and purpose of the zoning regulations; be related to the standards established in this ordinance for the land use or activities under consideration; and be necessary to ensure compliance with those standards.
- G. Be related to the valid exercise of police power and purpose which are affected by the proposed use or activity.



POTENTIAL MOTIONS

Based upon the review of the submitted materials, the following motions are provided for consideration by the ZBA:

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1. Motion to Approve.

Move to approve the requested variance for the property located on the west side of N. Williamston Rd. north of Linn Rd., based upon the following reasoning and subject to the following condition:

Reasoning:

- a) The proposal satisfies the basic conditions as set forth in Chapter 4: Variances and Appeals, and Section 74-9.303 of the Zoning Ordinance as referenced in the staff report. The ZBA should discuss how the basic conditions are met.
- b) (Any additional reasoning as determined by the ZBA).

2. Motion to Deny.

Move to deny the requested variance for the property located on the west side of N. Williamston Rd. north of Linn Rd., based upon the following reasoning and subject to the following reasoning:

- a) The proposal does not satisfy the basic conditions as set forth in Chapter 4: Variances and Appeals, and Section 74-9.303 of the Zoning Ordinance as referenced in the staff report. The ZBA should discuss the basic conditions not being met in reference to the petitioned variances and site.

3. Motion to Postpone.

Move to postpone the decision for the requested dimensional variance for the property located on the west side of N. Williamston Rd. north of Linn Rd., based upon the following reasoning:

- a) Additional information is needed by the ZBA in order to ascertain that the proposal satisfies the basic conditions as set forth in Chapter 4: Variances and Appeals, and Section 74-9.303 of the Zoning Ordinance. **The ZBA should identify what information may be lacking in the petition in order for a decision to be rendered.**
- b) (Any additional reasoning as determined by the ZBA).

As of the writing of this report, no public comments have been received in response to the noticing of this variance.



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RECOMMENDATIONS

McKenna's recommendation to the Williamston Zoning Board of Appeals is to deny the variance requested by the applicant to waive the requirement to provide a cross-access connection to the neighboring TSC store based on the following reasons:

- Approving the variance would do injustice to the neighboring properties that are required to provide cross-access connections (e.g., TSC).
- Approving the variance would result in a development pattern in the WRO that is different than intended in the Williamston Master Plan, Williamston Zoning Map, and Williamston Zoning Ordinance.
- Approving the variance would require that all traffic between the TSC store and Dollar General be routed back onto N. Williamston Rd. at a busy intersection.
- Approving the variance would essentially render the entire planned cross-access roadway in the WRO null.

Respectfully submitted,

Jeff Keesler
Associate Planner



PAID

City of Williamston

FEB 13 2024 Planning & Community Development Department

161 E. Grand River Avenue

Williamston, MI 48895

commdev@williamston-mi.us

CITY OF WILLIAMSTON

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ZONING BOARD OF APPEALS APPLICATION

PROPERTY OWNER INFORMATION

Property Owner Name: Pleasant Meadow Development, LLC

Property Owner Address: 126 S. Putnam City, State, Zip: Williamston, MI 48895

Telephone: 517-881-8776 E-Mail Address: gtheis@gmail.com

APPLICANT INFORMATION

If the applicant is NOT the property owner, please complete the following:

Applicant Name: Zaremba Group, LLC, Attn: Tom Michaels, Development Manager

Applicant Address: 14600 Detroit Ave., Ste. 1500 City, State, Zip: Lakewood, OH 44107

Telephone: 216-221-2136 E-Mail Address: tmichaels@zarembagroup.com

Applicant is: (Check box) Business Owner Architect/Engineer Other (specify) Developer

PROPERTY INFORMATION

Current Property Use is: (check box) Residential Commercial Industrial Vacant

Property Address: 3001 N. Williamston Rd. Property Zoning District: C-2

Parcel ID Number (PIN): 33-18-07-02-400-037

Property Dimensions: Width: 185' Length: 470' Area: 1.75 ac

REQUEST FOR ZBA ACTION

Per Section 74-9.402 of the Williamston Zoning Ordinance, the ZBA has the power and duty to hear and decide appeals, interpret the zoning ordinance text and map, and grant dimensional variances. Please select the section for the type of action you are requesting and provide all relevant information in full.

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APPEAL OF ADMINISTRATIVE ACTION

Action Requesting Appeal From: *(Describe the order, requirement, decision or determination made by the City Administration which you are requesting to be reversed or modified.)*
Williamston Overlay District 74-4.205.E for Cross Access Connection and Easements.
Requesting a variance to not provide cross access connection to the vacant lot directly south.

Grounds for Appeal: *(Present any and all information which in your opinion justifies the reversal or modification of the decision of the City Administration. Attach additional sheets if necessary.)*
If provided, cross access would promote vehicular and truck traffic at the far rear of the parcel, immediately adjacent to existing residential parcels. Also, cross access could create instances of "short cutting" between N. Williamston and Linn Roads. Additionally, the cross access would create significant impervious surfaces along the rear portion of the parcel, creating additional challenges for stormwater management.

INTERPRETATION OF ZONING ORDINANCE PROVISIONS/DISTRICT BOUNDARIES

Zoning Ordinance Section Requesting an Interpretation of: (n/a)
Address/Location Requesting Interpretation of District Boundary: _____

Reason for Interpretation Request: *(State why you are requesting the above interpretation. Attach additional sheets if necessary.)* _____

DIMENSIONAL VARIANCE

Zoning Ordinance Dimensional Requirement: WRO

Proposed Dimension: n/a Requested Variance: _____

Per Section 74-9.406(b) of the Zoning Ordinance a dimensional variance shall not be granted unless the ZBA finds that there is a practical difficulty in carrying out the specific standards of the Zoning Ordinance.

The applicant must provide evidence and/or state the reason why:

- A. Compliance with the existing regulations unreasonably prevents the owner from using the property for a permitted purpose or that such compliance is unnecessarily burdensome.
Installing cross access is unnecessarily burdensome due to (a) developing a large and unnecessary portion of the lot, (b) the cross access could promote "short cutting" around the N. Williamston and Linn Road intersection, causing excessive traffic and potential safety implications for store customers, and (c) creating significant impervious surfaces at the rear of the parcel, which would otherwise have been maintained as green space.

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- B. Granting of the variance will do substantial justice to the applicant as well as to other property owners in the district and be more consistent with the justice provided to other property owners in the zoning district and that a lesser variance would not give sufficient relief to the applicant.
Granting of the variance would do substantial justice to the applicant, as well as the neighboring residential property owners, by eliminating the possibility of vehicular and truck traffic utilizing an asphalt roadway immediately adjacent to the residential back yards.
- C. That there are circumstances or characteristics unique to the property that requires the need for a variance. The subject property has unique characteristics including being adjacent to residential properties' back yards, where vehicular and truck traffic would cause unnecessary nuisances to those properties. Furthermore, being near the N. Williamston and Linn Road intersection could cause cross access to be used for "short cutting."
- D. That the circumstances requiring the granting of a variance are not self-created by the applicant. The plight of the applicant is due to the unique characteristics of the property, including being adjacent to existing residential districts and proximate to the N. Williamston and Linn Road intersection. The applicant has not altered or improved the property, nor created a condition of hardship.
- E. That granting a variance will insure the spirit of the ordinance will be observed, public safety and welfare protected and substantial justice is provided. The spirit of the ordinance will be preserved through a more harmonious buffer between commercial and residential districts.

GENERAL REQUIREMENTS FOR ALL ZBA DETERMINATIONS

Per Section 74-9.403(B) of the Zoning Ordinance before granting any decision the ZBA must determine that any action meets the following criteria.

The applicant must provide evidence and/or state the reason why granting a decision in their favor:

- A. Will not impair an adequate supply of light and air to adjacent property.
Air and light quality are not affected by granting the variance (no vertical construction is under consideration).
- B. Will not unreasonably increase congestion in public streets.
Granting of the variance will have no impact on unique trip generation or increase in congestion. Requiring construction of cross access might result in unintended consequences including "short cutting."

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- C. Will not increase the danger of fire or endanger the public safety.
This variance does not impact fire or public safety.
- D. Will not unreasonably diminish or impair established property values within the surrounding area.
Denial of the variance (requiring construction of cross access) could diminish established property values of the adjacent residential parcels due to the creation of vehicular and truck traffic immediately adjacent to residential back yards.
- E. Will not impair the public health, safety, comfort, morals or welfare of the inhabitants of the City.
Granting the variance would have no impact on the public health, safety, comfort, morals, or welfare of the inhabitants of the City.

ADDITIONAL REQUIRED DOCUMENTS

- 1) **Proof of Ownership:** Provide proof of ownership such as property tax receipt or copy of deed.
- 2) **Plot Plan for Dimensional Variance:** For any request for a dimensional variance a drawing **MUST** be attached showing the property lot lines and dimensions, existing building locations, all proposed buildings, any site improvements/changes and specifically show with labels the required zoning ordinance dimension and the proposed dimension.

SIGNATURES

I, TOM MICHAELS, APPLICANT,
ON BEHALF OF (property owner), hereby give permission for Williamston City officials, staff, and consultants to go on the property for which the above referenced Zoning Board of appeals application is proposed for purposes of verifying information provided on the submitted application.

Property Owner Signature: _____ Date: _____

Applicant Signature: TL _____ Date: 2/13/2024

City Use Only: Fee Paid \$ _____ Date Complete Application Received: _____
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REAL ESTATE PURCHASE AGREEMENT

This Agreement is made as of the Acceptance Date (defined in Paragraph 2) by and between PLEASANT MEADOW DEVELOPMENT LLC, a Michigan limited liability company ("Seller"), and DEARBORN LAND INVESTMENT, LLC, an Ohio limited liability company, or its nominee or assignee ("Buyer").

1. Property. Seller owns and desires to sell to Buyer, and Buyer desires to purchase from Seller, the 2.53± acres of real property commonly known as 3055 N. Williamston Road, Williamston, Ingham County, Michigan, and identified as a part of Tax Parcel Number 33-18-07-02-400-037, as depicted on Exhibit "A" attached hereto and made a part hereof, together with all improvements now located on or in such real property and all rights, privileges, and easements appurtenant to such real property, and all of Seller's right, title and interest in and to any adjacent streets, alleys and rights of way (collectively, the "Property"), on the terms and conditions contained in this Agreement.

2. Purchase Price. The purchase price for the Property shall be _____ for Parcel "A" and _____ for Parcel "B" (see Exhibit "A"): Earnest money of _____ (the "First Deposit") will be deposited with First American Title Insurance Company, Skylight Office Tower, 1660 West Second Street, Suite 650, Cleveland, Ohio 44113, Phone: (216) 802-3515, Facsimile Number: (714) 689-5003, Email: JDjuric@firstam.com, Attn: Janine Djuric (the "Escrow Agent") within fourteen (14) business days after the Acceptance Date and applied toward the purchase price. For purposes of this Agreement, the "Acceptance Date" shall be that day upon which this Agreement has been both (a) fully executed by Buyer and Seller, and (b) delivered to Buyer.

3. Title Defects.

(a) Buyer will order a commitment for an owner's policy of title insurance during the First Review Period (defined in Paragraph 5) with respect to the Property (the "Commitment"). The Commitment shall be in a form satisfactory to Buyer and shall commit to insure good and marketable title in fee simple, free and clear of all liens, encumbrances, easements, conditions or restrictions, except those that are acceptable to Buyer ("Permitted Exception(s)").

(b) If an exception to title not acceptable to Buyer appears on the Commitment, Buyer shall give Seller notice of the exception within thirty (30) days after receipt of both the Commitment and a current survey of the Property. Seller shall have a reasonable period, not to exceed thirty (30) days after notice from Buyer (the "Cure Period"), to remove the exception. If Seller cannot do so within the Cure Period, then Buyer shall have the right (but not the obligation) to either (i) accept title to the Property subject to the exception, which shall then become a Permitted Exception, without reduction in the purchase price; or (ii) cancel and terminate this Agreement and receive a refund of all sums deposited pursuant to this Agreement. For purposes of clarification, in no event shall an exception that has been removed from the Commitment thereafter be deemed a Permitted Exception hereunder. Seller shall be required to remove at Closing (hereinafter defined) those exceptions that can be removed by paying an ascertainable sum of money such as mortgages, land contracts, liens, unpaid taxes, and special assessments.

4. Conveyance/Restrictions. Seller shall convey the Property to Buyer or its nominee by General Warranty Deed (the "Deed"), in recordable form, subject only to the Permitted Exceptions.

Seller and Buyer covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Property or Seller's remaining property for use as a funeral parlor, massage parlor or as an establishment selling or exhibiting paraphernalia for use with illicit drugs, or selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, or any adult bookstore, adult video store or adult movie theater, or for the purpose of conducting business as or for the use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar,

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Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

5. Closing. The closing of the purchase of the Property (the "Closing") shall be through escrow with Escrow Agent and shall occur within thirty (30) days after Buyer's delivery of a written closing notice to Seller and Escrow Agent. If the Closing Conditions (defined in Paragraph 7) have not been satisfied in Buyer's sole discretion by the end of the fourth (4th) calendar month following the Acceptance Date ("First Review Period"), Buyer may extend such Review Period for up to two (2) additional Review Periods of three (3) calendar months each (respectively, the "Second Review Period" and "Third Review Period") by delivering written notice of each such election to Seller and Escrow Agent and simultaneously delivering to Seller an additional earnest money deposit of _____ for each such extension (the "Second Deposit" and "Third Deposit", respectively), which sums shall be non-refundable and applicable to the purchase price except in the event of Seller's default, or Buyer's determination that item (e) of Paragraph 7 cannot be satisfied. (The First Review Period, Second Review Period and Third Review Period are sometimes hereinafter referred to collectively as the "Review Period". The First Deposit, Second Deposit and Third Deposit are sometimes hereinafter referred to collectively as the "Deposits".) If at the end of the Third Review Period Buyer has pursued but not obtained all final, non-appealable, zoning, traffic, DOT Permits and any other land use designations, approvals and permits as are necessary or required by any governmental or quasi-governmental entities for Buyer's intended use of the Property, all as determined in Buyer's sole discretion (collectively, the "Approvals"), Buyer may extend the Review Period for one (1) additional Review Period of one (1) month by delivering written notice of such election to Seller and Escrow Agent and simultaneously delivering to Seller an additional earnest money deposit of _____ for such extension, which sum shall be nonrefundable and applicable to the purchase price. Buyer shall be entitled to further extend the Closing for one (1) period of one month by notifying Seller and Escrow Agent and simultaneously delivering to Seller an additional Deposit of _____ for such extension, which sum shall be nonrefundable and applicable to the purchase price. If Buyer elects, prior to the expiration of the First Review Period, not to proceed under the Agreement, Buyer shall be entitled to terminate the Agreement, for any reason or for no reason, in which event the First Deposit shall be returned to Buyer.

6. Survey and Investigations. After the Acceptance Date, Buyer and its designated agents may enter the Property, at reasonable times, for the purpose of making surveys, inspecting the physical condition of the Property, and making soil and environmental tests or borings, provided that such operations are solely at Buyer's expense and do not damage the Property. Seller agrees to cooperate with Buyer in its investigations and in its efforts to satisfy any contingencies with respect to its development of the Project, including the execution of related documentation. Within ten (10) days after the Acceptance Date, Seller shall deliver to Buyer, without charge, copies of all information in its possession relating to the Property, including, without limitation, any leases encumbering the Property; surveys; utility location information; soil and engineering studies or reports; environmental or hazardous waste audits; notices of violation or noncompliance with any environmental or hazardous substance requirements; and any other reports, studies, site plans and development information pertaining to the Property.

7. Conditions. Notwithstanding anything to the contrary contained in this Agreement, if the following items (collectively, the "Closing Conditions") have not been satisfied in favor of and to Buyer's complete satisfaction, as determined by Buyer at any time prior to the Closing, Buyer shall be entitled to terminate this Agreement, whereupon all refundable monies deposited by Buyer pursuant to this Agreement shall be returned to Buyer and monies rendered non-refundable shall be remitted to Seller. Said return and/or release shall be initiated by Buyer's written notice to Seller and Escrow Agent in accordance with Paragraph 15 and, within seven (7) days thereafter, Escrow Agent shall disburse the Deposits pursuant to the previous sentence and the parties hereto shall thereafter be released from any and all obligations under this Agreement. The Closing Conditions are: (a) approval of the Property by any prospective tenant and/or assignee of Buyer (the "Project"); (b) obtaining financing for the Project upon terms and conditions acceptable to Buyer in Buyer's sole and absolute discretion; (c) acquiring all Approvals, including the subdivision, lot split and/or consolidation of Seller's parcel if required to create the Property; (d) availability and adequacy of utilities, either public or private; (e) absence of wetlands, hazardous wastes, or other adverse environmental or physical conditions; (f) annexation of the Property, if necessary; (g) approval from applicable

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governmental authorities of full access to N. Williamston Road from the Project; and (h) acquiring any necessary easements.

Notwithstanding anything to the contrary contained in this Agreement, with respect to item (e) contained in this Paragraph 7, in no event shall the Deposits be deemed nonrefundable until such time Buyer has completed all of its environmental investigations as necessary to determine if such Closing Condition has been satisfied, in its sole discretion.

8. Covenants of Seller.

(a) Seller, at its sole expense, shall deliver possession of the Property to Buyer at Closing, free from any rights of possession of anyone whomsoever.

(b) From and after the Acceptance Date, Seller shall not: (i) suffer or permit any third party to adversely affect Seller's title to or interest in the Property, and will not suffer or permit to be created any exceptions to the title of the Property other than the Permitted Exceptions; or (ii) enter into any contracts or agreements pertaining to the Property.

9. Representations and Warranties of Seller. In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that: (a) fee simple ownership of the Property is vested solely in Seller and no other person or entity has any right, title, or interest in or to the Property; (b) no proceedings of any type (including condemnation or similar proceedings), to Seller's knowledge, are being contemplated against the Property or any part thereof; (c) the Property is not subject to any leases (written or oral), unrecorded easements, options to purchase, rights of first purchase or refusal, or any other agreement or contract to use, lease, or purchase the Property; and (d) to the best of Seller's knowledge: (i) no hazardous substances have been stored or used on the Property, and (ii) there are presently no hazardous substances in, on, or under the Property. All representations and warranties contained in this Paragraph 9 or elsewhere in this Agreement shall be deemed remade as of Closing and shall survive Closing.

10. Provisions with Respect to Closing. On or before the date of Closing: (a) Seller shall deliver to Escrow Agent (i) the Deed, (ii) all necessary executed state, county and municipal real estate transfer declarations (if any), (iii) a "Seller's Affidavit", as required by the title insurer, (iv) a "Non-Foreign Seller Affidavit", in compliance with Section 1445 of the Internal Revenue Code, and (v), in the event Seller is a business entity, Seller's formation documents, incumbency certificate, and evidence of authority to consummate this Agreement; and (b) Buyer shall deliver to Escrow Agent the purchase price, less the Deposits and any other deductions permitted by this Agreement. Provided that both parties have timely delivered to Escrow Agent the foregoing items, the time provided for Closing in Paragraph 5 shall automatically extend for such time as the Escrow Agent reasonably needs to complete the Closing process (e.g., filing of deeds or other documents, obtaining governmental approval of legal descriptions, etc.).

11. Adjustments at Closing. Adjustments to the purchase price between Seller and Buyer shall be made by Escrow Agent for the following items, prorated on a per diem basis as of 11:59 p.m. of the day preceding the date of Closing: (a) real estate taxes and other state or city taxes, charges and assessments, not yet due and payable, on the basis of the calendar year for which the same are levied or assessed (if the rate of any such taxes, charges or assessments shall not be fixed before the date of the Closing, the adjustment thereof at the Closing shall be calculated in accordance with local custom and there shall be no later re-prorations, or in the event the Property is part of a larger tract owned by Seller and a separate tax bill will not be available at Closing for the Property, then the Buyer and Seller agree to cooperate in good faith to enter into a post-closing real estate tax proration agreement where the estimated amount of taxes will be held in escrow by the Escrow Agent until such time as the tax bill becomes available); and (b) water and sewer rents, fees, and charges with respect to the Property. Seller shall pay in full, by deduction from the purchase price, any assessments, either general or special, whether material or immaterial, for improvements completed prior to Closing, the amount of any stamp tax, state, county, or local transfer tax, and similar fees imposed upon the conveyance of real property by applicable law, any land use change tax or assessment, any rollback tax or other assessment due pursuant to any agricultural property tax recoupment program, the cost of an owner's policy of title insurance in the amount of the purchase price with respect to the Property, and one-half (1/2) of the escrow fee. All other fees, recording costs,

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charges or expenses incidental to the sale and transfer of the Property to Buyer, except as otherwise expressly provided herein, shall be paid according to the custom of real estate transactions consummated in the county in which the Property is located, as determined by Escrow Agent. All bills for utility services to the Property shall also be paid in full by Seller as of the Closing, and all such utility services shall be transferred by Seller into Buyer's name.

12. Waiver. The exercise (or failure to exercise) of any one of Buyer's rights or remedies under this Agreement shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein or provided by law, except to the extent inconsistent herewith.

13. Remedies.

(a) If Seller defaults in any of its obligations under this Agreement, then provided Buyer is not in default hereunder (and provided Buyer has notified Seller of the specific nature of the default and allowed Seller a ten (10) day period to cure such default (the "Remedy Period")), Buyer may either: (i) declare this Agreement terminated, in which event all the Deposits shall be returned to Buyer and thereafter all rights and obligations of the parties hereunder shall be terminated; or (ii) enforce specific performance of Seller's obligations under this Agreement.

(b) If Buyer defaults in any of its obligations under this Agreement, then provided Seller is not in default hereunder (and provided Seller has notified Buyer of the specific nature of the default and allowed Buyer the Remedy Period), Seller may declare this Agreement terminated, in which event the Deposits shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy, and all other rights and obligations of the parties hereunder shall be terminated.

14. Commissions. Pursuant to the terms of a separate agreement between Seller and NAI MidMichigan and Marlin Properties (collectively "Broker"), Seller shall pay at Closing any real estate brokerage commission due Broker in connection with this transaction. Seller represents that it has not dealt with any brokers other than Broker and hereby agrees to indemnify and hold Buyer harmless with respect to any claim, including the cost of counsel fees, made by any other real estate broker in connection herewith.

15. Notices. All notices, requests, waivers, and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery (a) by hand; (b) by sender to the applicable carrier if sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested; (c) by sender to a nationally recognized overnight express mail courier; or (d) by electronic transmission to the following email addresses or facsimile numbers (with notification of receipt):

(a) If intended for Buyer: to Dearborn Land Investment, LLC, 14600 Detroit Avenue, Suite 1500, Lakewood, Ohio 44107, Email: cofftermatt@zarembagroup.com, Facsimile Number: (216) 227-1786, Attn: Carrie Offtermatt, Director of Real Estate Transactions, with a copy to Escrow Agent;

(b) If intended for Seller: to Gary Theis, 126 S Putnam, Williamston, MI 48895, Email: garytheis1@gmail.com, with a copy to Escrow Agent and Seller's Broker, NAI Mid Michigan, Dave Robinson, Email drobenson@naimidmichigan.com;

or to such other addresses as Seller or Buyer shall have given notice of to the other as herein provided.

16. Time Periods. Any time period provided for herein which shall end on a weekend or legal holiday shall extend to 5:00 p.m. of the next business day.

17. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18. Assignment. Seller hereby agrees that Buyer may, at any time after the date hereof, assign or otherwise transfer all of Buyer's right, title and interest in and to this Agreement.

19. Married Seller. If Seller is married, Seller's spouse shall also sign this Agreement and join in the conveyance.

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20. Escrow Agreement. Escrow Agent joins herein for the purpose of agreeing to serve as Escrow Agent, subject to the provisions of this Agreement. By signing this Agreement, Seller and Buyer agree that:

(a) in performing any of its duties hereunder, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent, except to the extent arising out of its willful default or gross negligence;

(b) Seller and Buyer shall each indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, except to the extent resulting from Escrow Agent's willful default or gross negligence in performing its obligations hereunder;

(c) in the event of dispute between any of the parties hereto, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property held by it under the terms of this Agreement and to file such legal pleadings as it deems appropriate and upon receipt of said money or property by such court, Escrow Agent shall be discharged from any and all further responsibility with respect to this Agreement. Escrow Agent shall be entitled to withdraw from the Escrow Fund its reasonable costs of filing such pleadings;

(d) the parties agree and acknowledge that the Escrow Agent has no liability in connection with Deposit in the event of failure or insolvency of the financial institution in which the Deposit is deposited; and

(e) in its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained herein, and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder and representing that they have authority to do so has been duly authorized to do so.

21. Original Agreement. The parties hereby agree that a facsimile or electronic mail copy of this Agreement may be transmitted by either party and deemed an original for purposes hereof.

22. Like Kind Exchange. Each party agrees to cooperate with the other, at the requesting party's election (and at the requesting party's cost), in effecting a tax-deferred, like-kind exchange with respect to the Property, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

Ann McGuire

SELLER:
PLEASANT MEADOW DEVELOPMENT
LLC

By: Sally Miller
Its: financial member

38-3277603
Federal Employer Identification Number

Date: 7-24-2023

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BUYER:

DEARBORN LAND INVESTMENT, LLC,
an Ohio limited liability company

Katherine Kearney
Name: Katherine Kearney
Dina Gambino
Name: Dina Gambino

By: [Signature]
AI Sulin
Its: Vice President
Date: 7-20-2023

ESCROW ACKNOWLEDGEMENT
(with respect to Paragraph 20 hereof only):

FIRST AMERICAN TITLE INSURANCE
COMPANY

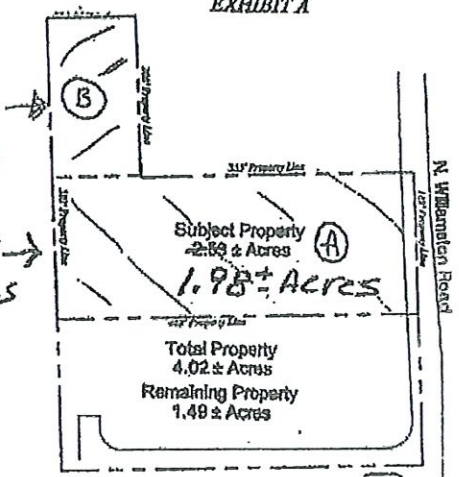
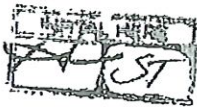
By: [Signature]
Name: Janine Djuric

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EXHIBIT A

Parcel B
0.55± ACRES

Parcel A
1.98± ACRES



⑪

Subject
Property

KEY MAP

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Transmittal

To: Attn: Planning and Community
Development Department
City of Williamston
161 E. Grand River Avenue
Williamston, MI 48895

DATE: February 12, 2023

PROJECT: Dollar General

JOB #: 23004954 task 98

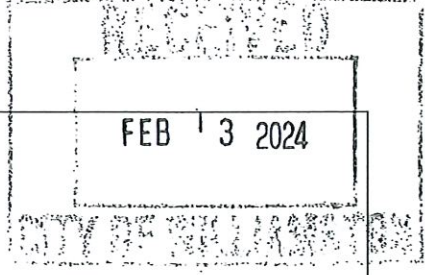
VIA: Overnight

WE ARE SENDING: Herewith

Under Separate Cover

THE FOLLOWING:

- (7) copies 24" x 36" Layout Plan
- (1) Proof of ownership



TRANSMITTED AS MARKED BELOW:

For your approval

As requested

For review and comment

REMARKS:

Please find the enclosed Zoning Board of Appeals documents for application for Dollar General. The check and application for this submittal will be sent over separately. An electronic copy of the documents was also sent over to commdev@williamston-mi.us.

Please call with any questions at (616) 460-6653.

FROM: Jillian Benaglio, PE
Atwell, LLC

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From: Matthew Thomson [REDACTED]
Sent: Tuesday, February 13, 2024 3:13 PM
To: John Hanifan <manager@williamston-mi.us>
Subject: Dollar General

Dear John,

It has come to my attention that there is a plan or application for Dollar General to be built adjacent to our sub-division on Williamston Road. My wife and I strongly oppose approval of allowing this business. Approval of Dollar General would mean completely dis-regarding the 2015 Master Plan Goal number 3. Furthermore, according to the master plan 78% percent of respondents strongly agree or agree with the following statement:

"The prime entryway to the City (North Williamston Road at the I-96 interchange) should be improved to establish a community image."

There is a long list of reasons that myself along with the neighbors within my sub-division do not want to allow Dollar General on Williamston road. These are all important considerations and should not be ignored. But the project must be stopped even before discussing these reasons, due to clarity provide by the Master Plan. The existence of our Master Plan itself means that anyone serving as a public authority, or administrative position within the City of Williamston, would be completely negligent of their duties if they allow the Dollar General project to move forward.

Sincerely,

Matthew Thomson
[REDACTED]

Williamston, MI 48895

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**CITY OF WILLIAMSTON
ZONING BOARD OF APPEALS**

PROPOSED RESOLUTIONS

GRANTING AND/OR DENYING

**REQUESTED CROSS ACCESS CONNECTION ROAD
VARIANCE**

FOR

**Zaremba Group, LLC, Applicant,
on behalf of
Pleasant Meadow Development, LLC, Property Owner**

March 12, 2024

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**PROPOSED RESOLUTION
OPTION 1 - GRANTING VARIANCE**

BE IT RESOLVED that the Williamston Zoning Board of Appeals hereby finds, with respect to the request for a variance requested by Zaremba Group, LLC, Applicant, of 14600 Detroit Ave., Suite 1500, Lakewood, Ohio 44107, on behalf of Pleasant Meadow Development, LLC, Property Owner, of 126 S. Putnam St., Williamston, Michigan 48895, from the requirement of providing a cross access connection road to adjacent property in the Williamston Road Overlay District under the Zoning Ordinance of the City of Williamston, Article 4, Section 4.205.E, allowing the Property Owner not to provide a cross access connection road at 3055 N. Williamston Rd., Williamston, Michigan, Tax ID No. 33-18-07-02-400-037, as follows:

1. That the cross access connection road variance is necessary (a) to avoid development of a large and unnecessary portion of the lot, (b) to avoid the creation of significant impervious surfaces at the rear of the parcel, which would otherwise be maintained as green space, and (c) to avoid providing a short-cut around the N. Williamston Rd. and Linn Rd. intersection, which would cause excessive traffic and potential safety implications for store customers. Therefore, compliance with the strict letter of the cross access connection road requirements will unreasonably prevent the owner from using the property for a permitted purpose, or will render conformity with the standards unnecessarily burdensome.
2. That the cross access connection road variance is necessary to do substantial justice for the applicant and the neighboring residential property owners, by eliminating the possibility of vehicular and truck traffic utilizing an asphalt roadway immediately adjacent to the residential back yards. Therefore, a grant of the variance will do substantial justice to the applicant as well as to other property owners in the zoning district, and a lesser variance will not give substantial relief to the applicant as well as be more consistent with justice to other property owners in the district.
3. That the plight of the applicant is due to the unique circumstances of the property, including (a) its proximity to adjacent residential properties' back yards, such that the cross access connection road would cause unnecessary nuisances to those residential properties, and (b) its proximity to the N. Williamston Rd. and Linn Rd. intersection, such that the cross access connection road would be used as a short-cut around the intersection.
4. That the problem to be addressed by the cross access connection road variance is not self-created. Rather, the applicant's plight is due to the proximity of neighboring residential properties, and the N. Williamston Rd. and Linn Rd.

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intersection. The applicant has not altered or improved the property, nor created a condition of hardship.

5. That the variance allowing for no cross access connection road will allow the spirit of the Zoning Ordinance to be observed, public safety and welfare secured, and substantial justice done, through a more harmonious buffer between commercial and resident districts.
6. That the variance will not impair adequate supply of light and air to adjacent properties, unreasonably increase the congestion in public streets, increase the danger of fire or endanger public health, or unreasonably diminish established property values within the surrounding area. The absence of a cross access connection road would not impact public safety of those entering and leaving the premises, and would enhance the intended use. The variance will not negatively impact other properties, property values, or the public health.

BE IT FURTHER RESOLVED, that based on the aforementioned findings, the Applicant's variance is hereby granted to not require the cross access connection road.

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**PROPOSED RESOLUTION
OPTION 2 – GRANTING VARIANCE WITH CONDITIONS**

BE IT RESOLVED that the Williamston Zoning Board of Appeals hereby finds, with respect to the request for a variance requested by Zarembo Group, LLC, Applicant, of 14600 Detroit Ave., Suite 1500, Lakewood, Ohio 44107, on behalf of Pleasant Meadow Development, LLC, Property Owner, of 126 S. Putnam St., Williamston, Michigan 48895, from the requirement of providing a cross access connection road to adjacent property in the Williamston Road Overlay District under the Zoning Ordinance of the City of Williamston, Article 4, Section 4.205.E, allowing the Property Owner not to provide a cross access connection road at 3055 N. Williamston Rd., Williamston, Michigan, Tax ID No. 33-18-07-02-400-037, as follows:

1. That the cross access connection road variance is necessary (a) to avoid development of a large and unnecessary portion of the lot, (b) to avoid the creation of significant impervious surfaces at the rear of the parcel, which would otherwise be maintained as green space, and (c) to avoid providing a short-cut around the N. Williamston Rd. and Linn Rd. intersection, which would cause excessive traffic and potential safety implications for store customers. Therefore, compliance with the strict letter of the cross access connection road requirements will unreasonably prevent the owner from using the property for a permitted purpose, or will render conformity with the standards unnecessarily burdensome.
2. That the cross access connection road variance is necessary to do substantial justice for the applicant and the neighboring residential property owners, by eliminating the possibility of vehicular and truck traffic utilizing an asphalt roadway immediately adjacent to the residential back yards. Therefore, a grant of the variance will do substantial justice to the applicant as well as to other property owners in the zoning district, and a lesser variance will not give substantial relief to the applicant as well as be more consistent with justice to other property owners in the district.
3. That the plight of the applicant is due to the unique circumstances of the property, including (a) its proximity to adjacent residential properties' back yards, such that the cross access connection road would cause unnecessary nuisances to those residential properties, and (b) its proximity to the N. Williamston Rd. and Linn Rd. intersection, such that the cross access connection road would be used as a short-cut around the intersection.
4. That the problem to be addressed by the cross access connection road variance is not self-created. Rather, the applicant's plight is due to the proximity of neighboring residential properties, and the N. Williamston Rd. and Linn Rd.

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intersection. The applicant has not altered or improved the property, nor created a condition of hardship.

5. That the variance allowing for no cross access connection road will allow the spirit of the Zoning Ordinance to be observed, public safety and welfare secured, and substantial justice done, through a more harmonious buffer between commercial and resident districts.
6. That the variance will not impair adequate supply of light and air to adjacent properties, unreasonably increase the congestion in public streets, increase the danger of fire or endanger public health, or unreasonably diminish established property values within the surrounding area. The absence of a cross access connection road would not impact public safety of those entering and leaving the premises, and would enhance the intended use. The variance will not negatively impact other properties, property values, or the public health.

BE IT FURTHER RESOLVED, that based on the aforementioned findings, the Applicant's variance is hereby granted to not require the cross access connection road.

BE IT FURTHER RESOLVED, that the variance granted to Applicant shall be subject to strict compliance with the following conditions:

1. The variance must be used within one (1) year from this date.
2. The variance is contingent upon the applicant receiving site plan approval for the proposed development.
3. _____

4. _____

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**PROPOSED RESOLUTION
OPTION 3 - DENIAL OF VARIANCE**

BE IT RESOLVED that the Williamston Zoning Board of Appeals hereby finds, with respect to the request for a variance requested by Zaremba Group, LLC, Applicant, of 14600 Detroit Ave., Suite 1500, Lakewood, Ohio 44107, on behalf of Pleasant Meadow Development, LLC, Property Owner, of 126 S. Putnam St., Williamston, Michigan 48895, from the requirement of providing a cross access connection road to adjacent property in the Williamston Road Overlay District under the Zoning Ordinance of the City of Williamston, Article 4, Section 4.205.E, allowing the Property Owner not to provide a cross access connection road at 3055 N. Williamston Rd., Williamston, Michigan, Tax ID No. 33-18-07-02-400-037, as follows:

1. That the variance requested is not necessary because the cross access connection road requirement is a general condition of all properties in the Williamston Road Overlay District of the City, and conformity with that requirement will not unreasonably prevent the owner from using the property for a permitted purpose.
2. That the granting of the variance would detrimentally affect other property owners in the district who are required to comply with the cross access connection road requirement.
3. That the parcel may be used in full conformity with the zoning ordinance without a variance.
4. That the need for a variance was self-created by the Applicant, who simply desires to avoid any vehicular traffic in the rear of the property.
5. That the granting of the variance would not be consistent with the general purposes of the Williamston Zoning Ordinance, would not secure public safety and welfare, nor result in substantial justice. Granting the variance would require traffic between the applicant's property and other properties in the Williamston Road Overlay District to be routed back onto N. Williamston Rd., and thus effectively negate the purpose and intention of the cross access connection road requirement in the Williamston Road Overlay District and the Williamston Master Plan.
6. That the granting of the variance would not comply with Sec. 9.403(B) of the Zoning Ordinance.

BE IF FURTHER RESOLVED, that based on the aforementioned findings, Applicant's request for variance to waive the cross access connection road requirement is hereby denied.

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Zoning Board of Appeals	
2nd Tuesday of the month; 7 pm	
January 9	July 9
February 13	August 13
March 12	September 10
April 9	October 8
May 14	November 12
June 11	December 10