



CITY OF BURTON

ZONING BOARD OF APPEALS

JULY 21, 2022

Council Chambers

Regular Meeting

5:00 PM

**4303 S. CENTER ROAD
BURTON, MI 48519**

ATTENTION APPLICANT:

In order to prove you are entitled to a variance, you should be prepared to show how your property meets the conditions listed:

1. The difficulty must be unique to your property and not generally shared by others in the same zoning district, and would constitute a hardship.
2. The variance will not adversely affect the public health, safety and welfare, or be contrary to the spirit and intent of the Ordinance.

The burden of demonstrating that the above conditions exist on your property falls on you, the applicant. The Zoning Board of Appeals will not argue or present your case for you.

A. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

B. ROLL CALL

C. STAFF PRESENT

D. AUDIENCE PARTICIPATION

Now is the time set-aside for members of the audience to address the Zoning Board of Appeals. I would ask each individual to give their name and address for the record and to limit their comments to three (3) minutes and to speak on the topics germane to City business.

E. APPROVAL OF MINUTES

1. Zoning Board of Appeals - Regular Meeting - Jun 16, 2022 5:00 PM

F. VARIANCE

1. ZBA #22-11

By: Ruth Bloch
2056 E. Boatfield Ave., Burton, MI

Re: 2056 E. Boatfield Ave., Burton, MI
59-32-501-215, Zoned R-1C

For: To allow 4 dogs in a single-family residential zone (R-1C), Kennels allowed in an M-1, light industrial zone, with special use.

2. ZBA #22-12
By: Tye Hilliker
2103 E. Bergin Ave., Burton, MI
- Re: 2103 E. Bergin Ave., Burton, MI
59-32-501-158, Zoned R-1C
- For: Requesting approval to live in a camper on the property during a rehab process on the residential house.
3. ZBA #22-13
By: Express Investment Group, Inc.
1942 S. Dort Hwy., Flint, MI 48503
- Re: 4150 E. Bristol Rd., Burton, MI
59-34-100-011, Zoned C-3
- For: To conduct a mini storage facility in a C-3 (Highway Business District), when required to be in a M-1 (Light Industrial District)
4. ZBA #22-14
By: Country Oaks
5904 Dixie Hwy., Clarkston, MI 48346
- Re: 3218 E. Atherton Rd., Burton, MI
59-28-100-005, Zoned M-2
- For: To not construct a sidewalk along the frontage of the property, per site plan review requirements.

G. BOARD DISCUSSION

The next regularly scheduled meeting will be held on Thursday, August 18, 2022, at 5:00 p.m.



CITY OF BURTON

ZONING BOARD OF APPEALS

JUNE 16, 2022

Council Chambers

Regular Meeting

5:00 PM

**4303 S. CENTER ROAD
BURTON, MI 48519**

This meeting was opened by Chairman Steve Welch at 5:00 PM.

A. PLEDGE OF ALLEGIANCE OF THE FLAG OF THE UNITED STATES OF AMERICA

B. ROLL CALL

Attendee Name	Title	Status	Arrived
Vaughn Smith	Council Representative	Present	
Kevin Burge	Planning Representative	Present	
Gary Kautz	Alt. Commissioner	Excused	
Scott Hynes	Commissioner	Present	
Tim Rapacz	Vice Chairperson	Present	
Michaeline Ward-Terry	Commissioner	Present	
Steve Welch	Chairman	Present	
Joey Richvalsky	Alt. Commissioner	Present	
Rick Fuhst	Commissioner	Present	

C. STAFF PRESENT

Amber Abbey, Deputy DPW Director
Leandra Swayne, DPW Records Tech
Lindsey Bice, Clerk's Office

D. AUDIENCE PARTICIPATION

No audience participation.

E. APPROVAL OF MINUTES

1. Zoning Board of Appeals - Regular Meeting - May 19, 2022 5:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Michaeline Ward-Terry, Commissioner
SECONDER:	Tim Rapacz, Vice Chairperson
AYES:	Smith, Burge, Hynes, Rapacz, Ward-Terry, Welch, Fuhst
EXCUSED:	Kautz, Richvalsky

F. VARIANCE

1. ZBA #22-07
By: Ric Rubio
9225 Perry Rd., Grand Blanc, MI 48439

Minutes Acceptance: Minutes of Jun 16, 2022 5:00 PM (Approval of Minutes)

Re: 5205 E. Court St., Burton, MI 48519
59-11-300-007, Zoned C-2

For: To temporarily use the parcel to store (park) finished vehicles.

Ric Rubio 9225 Perry Road in Grand Blanc presented the board with a letter addressing why he is asking for this request and pictures of the property related to his variance request.

Bruce Caleman at 1111 Creekwood Trail and 1040 Creekwood Trail posed questions as to if there was going to be lighting, security, security guards, fencing, and the plans in general for this operation.

Mrs. Swayne stated this is the old Showcase Cinema property consisting of 25 acres. It is zoned C-2 in the front of the property and M-1 in the back. That is not clarified on the agenda. The applicant is asking for a temporary use of this land to store GM vehicles. As a board, you are permitted to add a stipulation of an expiration date. We are aware of the issues facing the parking of the new vehicles but it will be important to nail down a date for this to expire so our city does not end up as a parking lot. In the applicant's letter he proposed the installation of a 550 foot by 6 foot chain link privacy fence. By ordinance he is only required a 5 foot fence so you would have to add the stipulation to require the 6 foot privacy fence. The administration recommends approval with the stipulations of the fence and the expiration date.

Mr. Burge asked if this is the same company that was before the board a few months back and if they were moving locations.

Mr. Rubio stated they are not the same company nor are they moving locations. They are attempting to consolidate multiple smaller lots into a larger lot until they have completed the development of a bigger lot closer to the plant. That will take upwards of one year to complete. There will be 24 hour security and fencing in the front. We will have temporary lighting placed in the back of the lot.

Mr. Burge asked for clarification on the requirements for the 6 versus 5 foot fence.

Mrs. Abbey stated all he is required to have is a 5 foot fence. If you want him to have a 6 foot privacy fence, you will need to add that as a stipulation to the variance. I believe he wants the 6 foot fence. I would like it to be added that the fence be removed when they leave.

Mr. Burge asked the applicant if they want a 5 or 6 foot fence.

Mr. Rubio stated a 5 foot fence would suffice.

Mr. Smith asked the applicant how they will be securing the back of the property. There is a lot of traffic that goes through that area.

Mr. Rubio stated there will be security guards throughout the property.

Mr. Smith clarified that he is concerned with the houses behind the property. He wants to make sure this will be a controlled environment and people won't be on the property looking at these vehicles, trying to find other things to do.

Mr. Rubio stated I am sure it will be intriguing to people at first but once the novelty wears off, I do not see it causing any type of attraction.

Mr. Rapacz clarified with the applicant that these are only vehicles being stored and no one should be on the property looking to buy them. The only people on the property should be the security guards, correct?

Mr. Rubio stated transporters and security guards. That is it.

Mr. Hynes asked the administration why the fence needs to be removed when the applicant leaves.

Mrs. Abbey stated it is good for this type of use but I do not think it would be good for another C-2 use that would go in there. If it is not taken down, the next person who gets in there develops the land, I do not want them to think they can use the fence.

Mr. Rapacz asked for clarification regarding the type of fence.

Mr. Rubio stated it is a chain link fence but instead of the slats that go into it to make it a privacy fence, we will be using a rolled out piece of material that attaches to the fence.

Mrs. Ward-Terry motioned to approve ZBA case #22-07 with the stipulations that it will be for twelve months from June 21, 2022 until June 21, 2023. There will be a 6 foot chain link fence that will be removed by the petitioner when the variance expires, there is to be 24 hour security and solar or electric powered security lighting in the back of the property, the fence will be along the front property line with security on all sides.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Michaeline Ward-Terry, Commissioner
SECONDER:	Scott Hynes, Commissioner
AYES:	Smith, Burge, Hynes, Rapacz, Ward-Terry, Welch, Fuhst
EXCUSED:	Kautz, Richvalsky

2. 5430 : ZBA #22-08 Part 1

By: Reese Real Estates & Investments Co.
9310 South 320 West Sandy, UT 84070

Re: 5490 Davison Rd. Burton MI
59-11-200-005, Zoned C-2

For: 1. To conduct a M-1 light industrial use in a C-2 general business zone for wholesale products.
2. To Conduct a M-2 special use in a C-2 general business zone for an open storage yard.

Richard Reese of 9310 South 320 West in Sandy, UT stated he is here regarding 4900 Davison Road in Burton. They are trying to operate Genova products out of this location which has been a long term business in Michigan and was the originator of plastic pipes and fittings in America.

Mrs. Swayne stated that Genova is currently occupying that business for office use. The concern is the industrial use there with the facility being close to residential properties. We would like to add the stipulation that this is revisited if the property

ever sells for the outside portion of the property only. We would also like it to be addressed as to what type of fencing is being placed on the property for the storage.

Discussion regarding the type of privacy fence that will be used on the property and the property layout.

Mr. Welch questioned what type of vehicles will be going back on the property.

Mr. Reese stated they will be standard delivery vehicles, short semis or smaller bobtail type trucks. The easement is adequate for this as it was a prior grocery store so it received regular deliveries.

Mr. Burge inquired as to the hours the business will be operating and receiving deliveries.

Mr. Reese stated the hours of operation will be from 8AM-5PM.

Mr. Smith stated familiarity with the property and that he would not foresee any issues with the trucks accessing the property.

Mr. Rapacz asked the administration if they would like the M-1 Industrial use to expire when or if this business sells.

Mrs. Swayne stated we would like for item number two to be revisited if the business sells.

Mr. Reese suggested the language of the permitted use being for plastic pipe and fittings only.

Mrs. Abbey stated that would work, that way if there is a change in ownership, the use does not expire on the new owner.

Mr. Hynes expressed concern regarding the asphalt where the trucks will be driving.

Mr. Reese stated on the plan that we have submitted, that has been approved by the drain commission, the asphalt has been repaired and a new sump system is being installed. He further invited the board to come have a look.

Mr. Burge inquired about the new sump system installed.

Mr. Reese stated it is in the storm drain as suggested by the Genesee County Drain Commission.

Mrs. Abbey stated that their storm sewer is connected to Collette's. The county requires them to catch the materials that come off of their parking lot at their property instead of it being filtered over into the neighbors.

Mr. Hynes motioned to approve ZBA case #22-08 part 1 as written.

RESULT: CARRIED [UNANIMOUS]
MOVER: Scott Hynes, Commissioner
SECONDER: Michaeline Ward-Terry, Commissioner
AYES: Smith, Burge, Hynes, Rapacz, Ward-Terry, Welch, Fuhst
EXCUSED: Kautz, Richvalsky

3. ZBA #22-08 Part 2

Discussion regarding the type of privacy fencing to be utilized and the area that needs to be fenced.

Mrs. Ward-Terry motioned to approve ZBA case #22-08 part 2 with the stipulations that either plastic or metal privacy slats be added to the east property line chain link fence, this special use for outside storage is specific to only this business and if another business moves in it would have to be re-examined at that time.

RESULT: CARRIED [UNANIMOUS]
MOVER: Michaeline Ward-Terry, Commissioner
SECONDER: Scott Hynes, Commissioner
AYES: Smith, Burge, Hynes, Rapacz, Ward-Terry, Welch, Fuhst
EXCUSED: Kautz, Richvalsky

4. ZBA #22-09

By: Hanna Lytle
 2114 Morrish St., Burton, MI 48519

Re: 2114 Morrish St., Burton, MI 48519
 59-21-526-089, Zoned R-1C

For: To keep backyard chickens on a parcel of land that is less than ½ acre.

Hanna Lytle of 2114 Morrish Street in Burton presented pictures of her chicken coop to the board. It is a fully enclosed coop and the five chickens are secure. I meet all other ordinance requirements to have chickens. There is 10 feet on each side from any fence lines.

Richard Newsome of 2113 Morrish Street in Burton stated that he lives across the street from Ms. Lytle. The chickens have not been controlled. They run all over the street and other neighbors' yards. They need to be contained. She does try to round them up. I have had conversations with her about getting the wings clipped. The chickens have come into my yard and torn out my perennials. She has a rooster. How many chickens are allowed?

Mrs. Abbey stated if she gets the variance she would be allowed six hens. Right now she is allowed zero.

Mr. Newsome stated that the chickens have been out since I have been down here to complain and since I received the letter regarding this meeting today. She is doing better, but we need to have zero tolerance.

Mr. Welch read into the record letters of support for Ms. Lytle from Mark Schmitzer and Sue Gosciniak.

Mrs. Swayne stated this began because we received a complaint regarding a rooster and some chickens. Roosters are not allowed. They are required to be 30-feet from a building, which she is, and 10-feet from a property line. Ms. Lytle states the coop is 10-feet from the property line. We find the tarp on top of the coop to be concerning and there appears to be a rooster outside of the enclosure. The requirement is to have a half acre of land to be allowed to have chickens, she does not have a half acre. The administration does not have a recommendation.

Mr. Welch asked if the rooster outside of the coop was a statue.

Ms. Lytle confirmed it is in fact a statue.

Mr. Welch asked how long the coop has been there and clarification on the tarp.

Ms. Lytle stated that previously she had a run that was not fully enclosed and the chickens were sneaking out. It is completely enclosed now and there are no roosters anymore. The tarp needs to be re-stapled to the top, there is fencing underneath. I have .45 of an acre. I thought when I got the chickens I had a half acre, but that was my mistake.

Mr. Burge reminded the board that when we did our master plan, our agriculture and farming area is in the south eastern part of our city.

Mrs. Ward-Terry asked how many chickens she has and how many she wants to be allowed to have.

Ms. Lytle stated she has five and does not necessarily want to be allowed the six.

Mrs. Abbey stated that if she is granted this variance she can have up to six hens and it will stay with the property. She is not coming to you because she has five chickens and wants to be allowed six, she is coming to you because she isn't allowed any chickens and wants to be allowed to have them. We don't want to put a number on the amount she can have.

Mr. Rapacz asked what is the Corunna Chief of Police, Mark Schmitzer, relation to your property?

Ms. Lytle stated that he helped her clip the wings of the chickens, so he has knowledge of the chickens and the property.

Mr. Hynes asked about the tarp.

Mrs. Abbey stated the tarp will not be allowed at all. It is not an approved type of material.

Mr. Hynes expressed concern for the recent outbreaks of salmonella with the growing popularity of chicken coops. I do not see any type of sanitation station here.

Ms. Lytle stated I go inside and wash my hands after handling.

Mr. Hynes suggested adding a sanitation station closer to the coop and working with her neighbor that was here expressing concerns.

Mr. Burge expressed concern regarding the smell of the chickens and how it can be contained.

Mr. Welch stated that looking at the picture it appears that it is well maintained.

Ms. Lytle stated that I regularly clean out their stalls and nesting boxes. I collect eggs daily. My son is in the process of joining 4-H, so we are getting into urban farming.

Mr. Burge stated I love seeing young kids get into this, the problem is that this is not farm territory.

Mr. Burge motioned to approve ZBA case #22-09.

Mrs. Ward-Terry stated she would like to add the fact that this property is just shy of being a half acre. That is her hardship.

Mr. Smith stated I was on the council when we decided on this. I could not believe the emotion that came from this. There were people that pleaded that we are not a township and then there were people who really wanted chickens. That is how we came up with no roosters and the size of the properties. Having sat through creating this ordinance, and listening to the gentleman speak tonight, I will not be able to support this.

Mrs. Abbey stated that there was an error on the application. There are only four votes required, not five.

Mr. Hynes expressed concern whether or not the applicant has a rooster.

Ms. Lytle stated she does not have any roosters, she had one and it is now gone.

Mr. Rapacz asked to speak with Mr. Newsome before they take a vote to ask when the rooster left the property and when was the last time the chickens were on your property?

Mr. Newsome stated that Ms. Lytles son told him they had two roosters, I only saw one, it left the property after the complaint. They were out in the road within the last week or two.

RESULT:	CARRIED [4 TO 3]
MOVER:	Kevin Burge, Planning Representative
SECONDER:	Michaeline Ward-Terry, Commissioner
AYES:	Hynes, Ward-Terry, Welch, Fuhst
NAYS:	Smith, Burge, Rapacz
EXCUSED:	Kautz, Richvalsky

5. ZBA #22-10

By: Ronald Hart
2301 Pear Tree Dr., Burton, MI 48519

Re: 2301 Pear Tree Dr., Burton, MI 48519
59-23-676-020, Zoned R-1B

For: To construct a detached garage that will be 5' from the house, 10' required.

Minutes Acceptance: Minutes of Jun 16, 2022 5:00 PM (Approval of Minutes)

Mrs. Ward-Terry recused herself from this case due to the fact that the applicant is her neighbor and she lives within a certain distance.

Ronald Hart of 2301 Pear Tree Dr., Burton stated he is requesting to be allowed a garage built closer than the 10 feet that is allowed by city ordinance. He presented a petition to the board that was signed by each neighbor stating they have no issues with the garage. I do understand that I need to put a firewall in, if approved.

Mrs. Ward-Terry got up to speak in audience participation.

Mr. Welch stated that Mrs. Ward-Terry cannot speak after recusing herself.

Mrs. Abbey stated that Mr. Welch cannot tell her that she cannot speak and asked that Mrs. Ward-Terry refer to her bylaws. They give you direction on what you are supposed to do when you have a conflict. If you choose to talk, that is up to you.

Michaeline Ward-Terry of 2313 Pear Tree Dr., Burton stated she is happy he is putting up this garage. Everything his family does is very nice and clean. She asks for approval.

Janet Mallow of 2310 Apple Tree, Burton stated she lives behind Mr. Hart and has no issue with him building a garage. She does not understand why he isn't allowed to just do it because she was able to twelve years ago.

Mrs. Swayne stated I want to make sure everyone is looking at the diagram I gave you today and not the one that was sent. There is a private easement along his back property line. The structure will be 5 feet into the easement. It does not appear that it will affect the water flow but we need to make sure that when the plans are submitted there is something in place to not affect the water flow. We do need to make sure that he is going to put a firewall up for safety as well.

Mrs. Abbey stated that Mr. Hart has an easement on the back of his property that Mrs. Mallow may not have. That could be the reason why she was not required to get a variance for her build 12 years ago. If he builds into that drain easement then the water can get pushed into his neighbors yard. That is why we are asking for a swaile to go around the back. We do not need a stipulation for that, I know it is going to happen.

Mr. Hart stated that there used to be a water issue on the back property line. Since they have come in and put a drainage tile along the back run of those properties, there are no longer drainage issues along that back property line.

Mr. Richvalsky asked what the easement is for.

Mrs. Abbey stated it is a storm drain easement.

Mr. Richvalsky asked if there will be a driveway to the garage.

Mr. Hart stated that there will be a cement landing.

Mr. Hynes motioned to approve ZBA case #22-10 as written.

RESULT:	CARRIED [6 TO 1]
AYES:	Smith, Burge, Hynes, Welch, Richvalsky, Fuhst
NAYS:	Rapacz
EXCUSED:	Kautz
RECUSED:	Ward-Terry

G. BOARD DISCUSSION

The next regularly scheduled meeting will be held on Thursday, July 21, 2022, at 5:00 p.m.

Mr. Burge stated that the Clerk's Office is looking for Election Workers.

Mr. Smith asked Ms. Bice what the Council has just approved for the Election Workers.

Ms. Bice stated that the Council just approved a substantial pay increase for all of our Election Workers. The range is from \$200-\$250 for the day, depending on your position.

Minutes Acceptance: Minutes of Jun 16, 2022 5:00 PM (Approval of Minutes)



Burton Zoning Board of Appeals

4303 S. Center Road
Burton, MI 48519

SCHEDULED

AGENDA ITEM (ID # 5460)

Meeting: 07/21/22 05:00 PM
Department: Department of Public Works
Category: Variance
Prepared By: Leandra Swayne
Department Head: Charles Abbey

F.1

DOC ID: 5460

ZBA #22-11

By: Ruth Bloch
2056 E. Boatfield Ave., Burton, MI

Re: 2056 E. Boatfield Ave., Burton, MI
59-32-501-215, Zoned R-1C

For: To allow 4 dogs in a single-family residential zone (R-1C), Kennels allowed in an M-1, light industrial zone, with special use.

ATTACHMENTS:

- Backup 22-11 (PDF)



City of Burton
 Department of Public Works
 4093 Manor Drive
 Genesee County, Burton, Michigan 48519
 (810) 742-9230

Date Filed: 5-27-22
 Fee Paid: \$450.00
 Receipt #: _____
 Check #: _____
 Received by: _____
 Date Mailed: _____

APPLICATION FOR ZONING BOARD OF APPEALS HEARING:

ZBA Case #: 22-11 5 Votes Required

DATE OF ZONING BOARD OF APPEALS HEARING: July 21, 2022 AT 5:00 P.M.

PLEASE PRINT

APPLICANTS NAME: Ruth Bloch

APPLICANTS ADDRESS: 2056 E. Boatfield Ave.

CITY: Burton

APPLICANTS PHONE: 248.904.5057

APPLICANTS EMAIL: Ruthmbullion@live.com

ADDRESS AND PARCEL OR LOT NUMBER: 2056 E. Boatfield Ave.
59-32-501-215

NOTE: ZBA meets on the 3rd Thursday of each month. All applications and associated drawings must be on file at least six (6) weeks prior to the meeting. Notification of property within 300' must be postmarked at least 15 days prior to the meeting. Including publication in local newspaper.

VARIANCE REQUESTED: To allow 4 dogs in a
Single family Residential zone (R-1C),
 kennels allowed in M-1 w/ special use.

I hereby certify that the proposed application is authorized by the owner of record and that I have been authorized by the owner to make this application as his agent. I agree the statements made on the attached application are true, and if found not to be true, any permit that may be issued may be void. Further, I agree to give permission to officials of the City of Burton to enter the property subject to this permit application for the purposes of inspections. Further I understand that this is an application and any fees paid will not be refundable regardless of the decision of the Commission. Mandatory attendance at the above meeting is acknowledged.

APPLICANTS SIGNATURE: Ruth Bloch

Attachment: Backup 22-11 (5460 : ZBA #22-11)

APPLICANT:

Please explain your hardship or reason this variance is needed and attach to the application. Any information provided to the board will be public information and will be given to the board approximately 2 weeks prior to the meeting.

Requesting ownership of 4th dog. Please see attached

Attachment: Backup 22-11 (5460 : ZBA #22-11)

OWNER ACKNOWLEDGMENT:

I, Doris Krieger am the owner of property
 known as: 59-32-501-215 located in the City of Burton. I give permission
 to Ruth Bloch to make an application to the Zoning Board of
 Appeals on behalf of my property. I understand unless specified by the Zoning Board of Appeals, any action
 taken by the board is permanently associated with this property in accordance with the State of Michigan
 Zoning Enabling Act.

If I need to be contacted for any reason please contact me at:

Owner Name: Doris Krieger
 Address: 4031 VICINIA WAY Apt. 220
 City: Fenton
 Phone: 810.210.5215
 Email: Kriegers2@yahoo.com
 SIGNATURE: Doris Krieger DATE: 5-26-22

Attachment: Backup 22-11 (5460 : ZBA #22-11)

To who it may concern;

Please review our application, and request to be granted the ownership of a fourth dog, Trudy. With the thought to adding a new family member, we searched the internet for any reference in regards to how many dogs were allowed in Burton. First within the search was an article posted by "The Burton View", in regards to committee board personnel amending the past ownership of "3" and allowing it to be "4".

With that "Ruth" made contact with Genesee Animal Control, in regards to "Trudy". Trudy's life as noted in attached history has been living a true life of hardship.

Being discarded by her first owners, and then never having been in the right place at the right time for those looking for a new companion. As noted by Animal Control, this incredible dog can not live much longer if left in a kennel environment. She is young, intelligent, well behaved, surprisingly someone spent time with her on commands, and house trained. She has now been with us for 2 weeks, and her and her siblings adore each other. No we did not call Burton, and solely took the article to truth. Later upon receipt of the violation notice, were we informed that the article, even though quoting two members, was in fact a false publication of the Burton View.

I (Michael Bloch) have lived in Burton since 1998, and have resided at our current residence sine 2007. I am gainfully employed with GM-CCA, and with Ruth being at home, we feel this provides an excellent environment for the well being of our family (dogs).

Our property is an incredible layout for our dogs to run, and play. Double lot, with an entire side yard for them to run. Entire side lot is fenced with picket rails to the front and the rear side and back fenced with a 6' privacy.

Please allow us to provide Trudy the life she deserves.

Sincerely.

Michael & Ruth Bloch

Attachment: Backup 22-11 (5460 : ZBA #22-11)

City of Burton
NOTICE OF VIOLATION
CODE ENFORCEMENT DIVISION
 4093 Manor Drive
 Burton, MI 48519
 Phone: 810-742-9230 Ext. 3111

Violation of Section:

Open 05/18/2022 Closed _____

Violation No.: EV220342

Property Owner

Date Violation Given: 5-19-22

KRIEGER, DORIS E
 4031 VICINIA WAY, APT 220
 FENTON MI 48430

Mailed Notice ☒

Taped Notice to Dwelling ☐

Re: **2056 BOATFIELD AVE**

Gave Notice in Person ☐

Put Notice in Door ☐

Category: **TOO MANY DOGS**

Tagged Structure ☐

Dear Property Owner:

The City of Burton Zoning Department periodically receives complaints regarding the upkeep of certain properties. We have recently received such a complaint about your property, the nature of which follows:

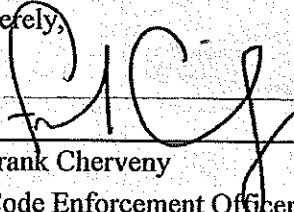
NO MORE THAN TWO (3) DOGS ALLOWED PER RESIDENCE, ANY DOGS IN VIOLATION MUST BE REMOVED WITHIN 10 DAYS OF GIVEN NOTICE OR APPEARANCE TICKET WILL BE ISSUED TO 67TH DISTRICT COURT.

We urge that this matter be taken care of within the next 10 days. If you fail to correct the problem, an appearance ticket will be issued for court and/or the enforcement department may have the work performed and the cost assessed to your property tax bill.

Thank you in advance for your cooperation.

Sincerely,

Expiration date of time allowed:


 Frank Cherveney

Code Enforcement Officer

5-31-22

Violation of the Ordinance twice within a 12 month period will result in the issuance of a ticket to the 67th District Court in the City of Burton with no notice given.

Notes:

Will have to apply to ZBA for VARIANCE

Attachment: Backup 22-11 (5460 : ZBA #22-11)

Council votes to amend city kennel ordinance

JANUARY 09, 2020

BURTON — In order to comply with the Genesee County ordinance, which says residents may own up to four dogs before being required to have a kennel license, City Council approved an amendment to its own ordinance to bring it in compliance with the county, Jan. 6.

The city has allowed two dogs, a third requiring a kennel license. Councilman Vaughn Smith said the planning commission recommended the change to avoid a potential lawsuit because the county allows for four dogs.

“The county supersedes us,” said Smith. “We could end up in court. This clears up things with the kennel license.”

Deputy Department of Public Works Director Charles Abbey said in checking with other Genesee County municipalities, typically 3-4 dogs were allowed before a kennel license had to be applied for. In Montrose, he said, five dogs were allowed.

The revised ordinance will go into effect 30 days after publication. — **G.G.**

Attachment: Backup 22-11 (5460 : ZBA #22-11)

▼



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F.1.a

2/1/21

PLEASE SHARE 303

Trudy can't catch a break. She first came to the shelter with a case of road rash probably from being hit by or thrown from a car. Still, at first she was a bouncy, happy, young girl. But the shelter was not for Trudy. She deteriorated so fast that volunteers scrambled for a foster home. No one could foster her permanently, but it was an emergency to get her out, so she's gone from foster home to foster home while a few of our dedicated volunteers made it work for a week or two. Unfortunately, we don't have enough fosters and she's run out of foster homes. Next week she has to go back to the shelter, unless she finds her forever home soon. Very soon.

Trudy is a young, smart, girl. We think she would love a job to keep her busy like agility training or frisbee. If you have another young, energetic dog, he or she might be a great buddy for Trudy. If you happen to need a jogging or hiking buddy, she would definitely like to sign up. But don't worry, Trudy is not all up-and-go. She loves to snuggle and wind down after a long day too. She's potty trained, and knows commands, so she's ready to move in now. Because if she goes back in the shelter, we're not sure she'll make it out.

TRUDY #24924. Approx 2 yrs old, 45 pounds. Meet and greets with other dogs. Kids 8+ due to energy. Cats unknown.

MICHAEL BLOCH <doughboy7@comcast.net>

5/27/2022 11:00 AM

house/property

To MICHAEL BLOCH <doughboy7@comcast.net>



Enclosed full lot, backyard, upper deck and access to enter and exit house. Outdoor lighting and four security cameras.

- image.png (4 MB)

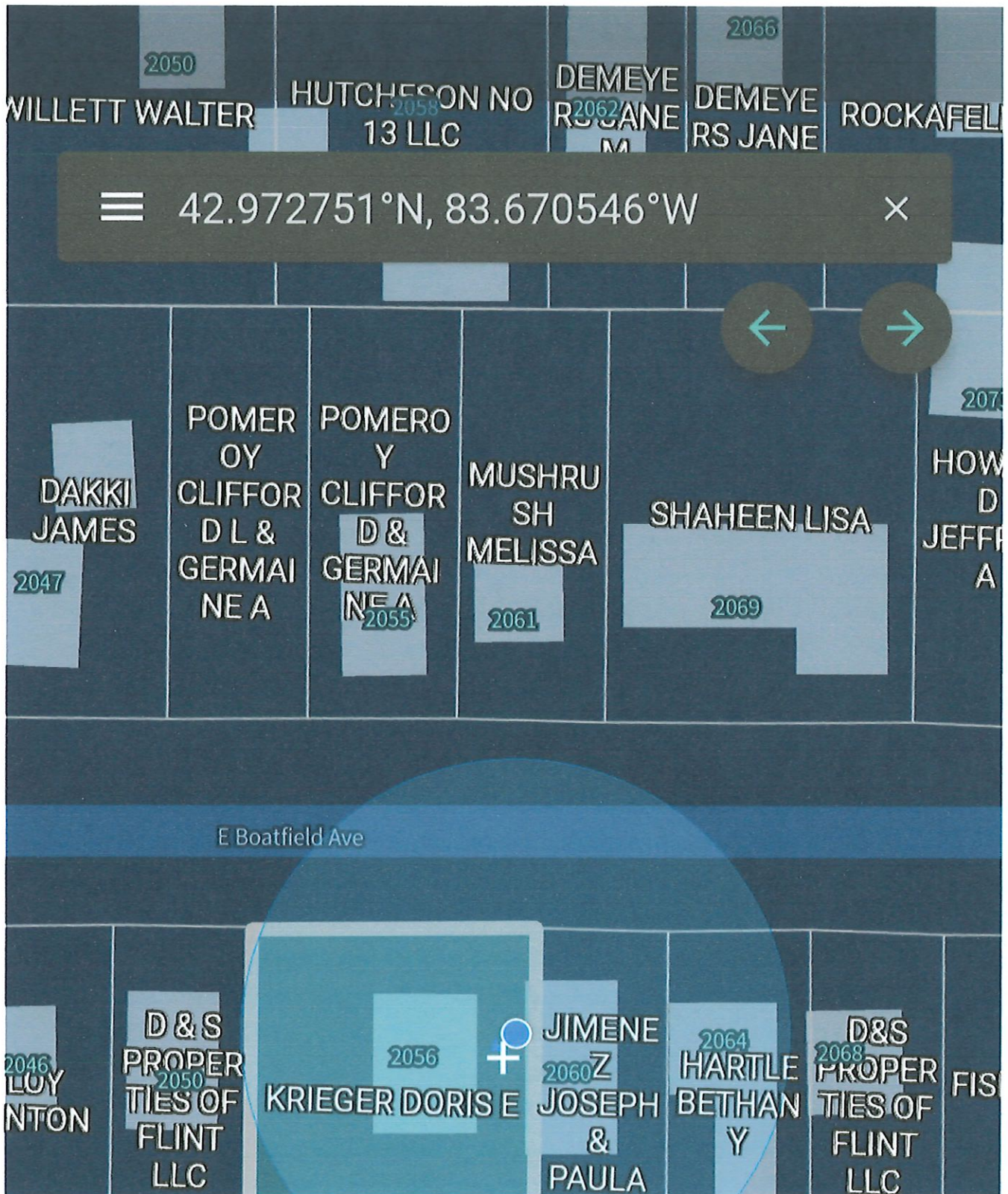
Attachment: Backup 22-11 (5460 : ZBA #22-11)

MICHAEL BLOCH <doughboy7@comcast.net>

5/27/2022 11:17 AM

gps property

To MICHAEL BLOCH <doughboy7@comcast.net>



Attachment: Backup 22-11 (5460 : ZBA #22-11)



Burton Zoning Board of Appeals

4303 S. Center Road
Burton, MI 48519

SCHEDULED

AGENDA ITEM (ID # 5461)

Meeting: 07/21/22 05:00 PM
Department: Department of Public Works
Category: Variance
Prepared By: Leandra Swayne
Department Head: Charles Abbey

F.2

DOC ID: 5461

ZBA #22-12

By: Tye Hilliker
2103 E. Bergin Ave., Burton, MI

Re: 2103 E. Bergin Ave., Burton, MI
59-32-501-158, Zoned R-1C

For: Requesting approval to live in a camper on the property during a rehab process on the residential house.

ATTACHMENTS:

- Backup 22-12 (PDF)



City of Burton
 Department of Public Works
 4093 Manor Drive
 Genesee County, Burton, Michigan 48519
 (810) 742-9230

Date Filed: 6-6-2022
 Fee Paid: 250
 Receipt #: _____
 Check #: PAID BY CARD
 Received by: Wayne
 Date Mailed: _____

APPLICATION FOR ZONING BOARD OF APPEALS HEARING:

ZBA Case #: 22-12 5 Votes Required

DATE OF ZONING BOARD OF APPEALS HEARING: July 21 2022 AT 5 P.M.

PLEASE PRINT

APPLICANTS NAME: Tye Hilliker

APPLICANTS ADDRESS: 2103 E BERGIN AVE

CITY: BURTON

APPLICANTS PHONE: 810 348 9474

APPLICANTS EMAIL: Tye Hilliker

ADDRESS AND PARCEL OR LOT NUMBER: 2103 E. BERGIN AVE

NOTE: ZBA meets on the 3rd Thursday of each month. All applications and associated drawings must be on file at least six (6) weeks prior to the meeting. Notification of property within 300' must be postmarked at least 15 days prior to the meeting. Including publication in local newspaper.

VARIANCE REQUESTED: The Ability to stay in ACAMPER during the Rehab Process.

I hereby certify that the proposed application is authorized by the owner of record and that I have been authorized by the owner to make this application as his agent. I agree the statements made on the attached application are true, and if found not to be true, any permit that may be issued may be void. Further, I agree to give permission to officials of the City of Burton to enter the property subject to this permit application for the purposes of inspections. Further I understand that this is an application and any fees paid will not be refundable regardless of the decision of the Commission. Mandatory attendance at the above meeting is acknowledged.

APPLICANTS SIGNATURE: [Signature]

Attachment: Backup 22-12 (5461 : ZBA #22-12)

APPLICANT:

Please explain your hardship or reason this variance is needed and attach to the application. Any information provided to the board will be public information and will be given to the board approximately 2 weeks prior to the meeting.

I HAD PURCHASED THIS PROPERTY & FOUND THAT THE SUPPORT JACKS HOLDING THE MAIN FLOOR HAD PUSHED THROUGH THE CONCRETE CREATING THE FLOOR TO SAG. I THEN FOUND THAT THE CHIMNEY HAS BEEN LEAKING & TRACKED MILDEW INTO THE DRYWALL IN SURROUNDING AREA. MY SIGNIFICANT OTHER HAS BAD ALLERGIES TO THIS. WHILE REPLACING THE SUPPORT JACKS AND PUSHING THE FLOOR BACK UP THIS CREATED SIGNIFICANT DRYWALL DAMAGE. I THEN FOUND THAT PREVIOUS OWNERS HAD SHIMMED THE FLOOR TO MAKE IT LEVEL WITH THE EXISTING FAILURE OF SUPPORT JACKS. WITH ALL OF THESE ISSUES GOING ON THE HOUSE IS NOT IN LIVABLE CONDITION. WE WANT TO MAKE THIS OUR HOME & HAVE NOWHERE ELSE TO GO. IN RETURN WE ARE ASKING TO BE ABLE TO STAY IN THE CAMPER WHILE WE MAKE THE NECESSARY REPAIRS. THANK YOU

THE CAMPER WE BOUGHT HAS EVERYTHING THAT IS NECESSARY IN WORKING ORDER. HOLDING TANKS, FURNACE, A/C ALL WORK AND NO LEAKS OF ANY KIND ARE VISIBLE.

Attachment: Backup 22-12 (5461 : ZBA #22-12)

OWNER ACKNOWLEDGMENT:

I, TYE HILLIKER am the owner of property
known as: 2103 E BERGIN AVE located in the City of Burton. I give permission
to _____ to make an application to the Zoning Board of
Appeals on behalf of my property. I understand unless specified by the Zoning Board of Appeals, any action
taken by the board is permanently associated with this property in accordance with the State of Michigan
Zoning Enabling Act.

If I need to be contacted for any reason please contact me at:

Owner Name: TYE HILLIKER

Address: 2103 E BERGIN AVE

City: BURTON

Phone: 810 348 9474

Email: TYE HILLIKER@GMAIL.COM

SIGNATURE: [Signature]

DATE: 5/26/22

Attachment: Backup 22-12 (5461 : ZBA #22-12)



Burton Zoning Board of Appeals

4303 S. Center Road
Burton, MI 48519

SCHEDULED

AGENDA ITEM (ID # 5462)

Meeting: 07/21/22 05:00 PM
Department: Department of Public Works
Category: Variance
Prepared By: Leandra Swayne
Department Head: Charles Abbey

F.3

DOC ID: 5462

ZBA #22-13

By: Express Investment Group, Inc.
1942 S. Dort Hwy., Flint, MI 48503

Re: 4150 E. Bristol Rd., Burton, MI
59-34-100-011, Zoned C-3

For: To conduct a mini storage facility in a C-3 (Highway Business District), when
required to be in a M-1 (Light Industrial District)

ATTACHMENTS:

- Backup 22-13 (PDF)



City of Burton
 Department of Public Works
 4093 Manor Drive
 Genesee County, Burton, Michigan 48519
 (810) 742-9230

Date Filed: 6-16-22
 Fee Paid: \$ 450.00
 Receipt #: _____
 Check #: _____
 Received by: AJA
 Date Mailed: _____

APPLICATION FOR ZONING BOARD OF APPEALS HEARING:

ZBA Case #: 22-13 5 Votes Required

DATE OF ZONING BOARD OF APPEALS HEARING: July 21st AT 5:00 P.M.

PLEASE PRINT

APPLICANTS NAME: Express Investment Group, Inc

APPLICANTS ADDRESS: 1942 S. Dort Hwy

CITY: Flint, MI 48503

APPLICANTS PHONE: 810.625.0167

APPLICANTS EMAIL: Highway 23 HOTELS & OUTLOOK CO

ADDRESS AND PARCEL OR LOT NUMBER: 4150 E. BRISTOL RD

PARCEL No. 59-34-100-011

NOTE: ZBA meets on the 3rd Thursday of each month. All applications and associated drawings must be on file at least six (6) weeks prior to the meeting. Notification of property within 300' must be postmarked at least 15 days prior to the meeting. Including publication in local newspaper.

VARIANCE REQUESTED: TO ALLOW A MINI STORAGE Facility on A C-3 Zoned parcel

I hereby certify that the proposed application is authorized by the owner of record and that I have been authorized by the owner to make this application as his agent. I agree the statements made on the attached application are true, and if found not to be true, any permit that may be issued may be void. Further, I agree to give permission to officials of the City of Burton to enter the property subject to this permit application for the purposes of inspections. Further I understand that this is an application and any fees paid will not be refundable regardless of the decision of the Commission. Mandatory attendance at the above meeting is acknowledged.

APPLICANTS SIGNATURE: 

Attachment: Backup 22-13 (5462 : ZBA #22-13)

APPLICANT:

Please explain your hardship or reason this variance is needed and attach to the application. Any information provided to the board will be public information and will be given to the board approximately 2 weeks prior to the meeting.

WE ARE Looking to PUT in a mini STORAGE FACILITY AT 4150 W BRISTOL ROAD property. Instead of rezoning the parcel, WE ARE ASKING FOR VARIANCE TO ALLOW Mini STORAGE Facility on this SITE, WITH The Mobile home park to the North and A Apartment complex to the Southwest. there is A demand for more storage buildings to SERVICE THESE POTENTIAL Clients.

Attachment: Backup 22-13 (5462 : ZBA #22-13)

A-1

Buy and Sell Agreement



Offer Date: June 3, 20 22
Selling Office: Inca Realty, LLC ("Selling Broker")
Selling REALTOR®: Wilson Lahoud
Selling REALTOR®'s Email Address: wilson@wilsonlahoud.com
Selling REALTOR®'s Phone: (810) 244-6302 Facsimile: (810) 244-1402
Listing Office: Berkshire Hathaway HomeServices Michigan Real Esta ("Listing Broker")
Listing REALTOR®: Steven Melchor
Listing REALTOR®'s Email Address: melch@stevenmelchorgroup.com
Listing REALTOR®'s Phone: (810) 629-0680 Facsimile: (810) 629-9445

1. **PROPERTY DESCRIPTION:** Buyer agrees to buy from Seller the property located at
4150 E BRISTOL Road, Genesee County,
Michigan, and legally described as: W 15 A OF NE 1/4 OF NW 1/4 SEC 34 T7N R7E 15.00 A

The property includes all buildings; all fixtures; all gas, oil, and mineral rights owned by Seller; built-in appliances; lighting fixtures; plumbing fixtures; water softener (unless rented); heating fixtures; electrical fixtures; radio and television antennas and any mechanical controls; shades; awnings; shutters; window blinds; curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door openers and controls; screens, storm windows and doors; landscaping, fences, and mailboxes, if any; and _____

but does not include: _____

2. **PURCHASE PRICE:** The purchase price for the property is \$299,000.00
3. **METHOD OF PAYMENT:** All payments must be in the form of cash, certified check, cashiers check, or money order. The purchase will be completed by the following method:
- ☒ **CASH:** Buyer will pay the purchase price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ **NEW MORTGAGE:** This Agreement is contingent on Buyer's ability to obtain a _____ mortgage loan in the amount of \$ _____. Buyer will provide evidence of mortgage application and appraisal order from Buyer's lender within _____ days of the date of this Agreement. If Buyer fails to deliver to Seller evidence of the loan approval before _____, 20____, Seller may cancel this Agreement. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ **LAND CONTRACT:** Buyer will purchase the property on land contract with a \$ _____ down payment and monthly installments of principal and interest in the amount of \$ _____ or more, including annual interest of _____ percent. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing.
- ☐ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT:** If the holder of the mortgage or land contract agrees, Buyer will assume and pay Seller's existing mortgage or land contract according to its terms. Buyer will pay the difference between the purchase price and the existing balance of approximately \$ _____ upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.
4. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the purchase price. Seller will apply for a commitment for title insurance within _____ days after the Buyer has waived all other contingencies contained in this Agreement. Any special exception will be subject to Buyer's approval, provided that this contingency shall be deemed waived unless Buyer notifies Seller in writing within _____ days of receipt of the commitment. Seller will have 30 days after receiving written notice to remedy any claimed defect.

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5. **PROPERTY INSURANCE:** Seller shall be responsible for fire and extended coverage insurance on the property until sale is closed.
6. **CLOSING COSTS:** Seller shall pay all state and county transfer taxes and costs required to convey clear title. Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs and fees required in connection with the Buyer's loan and the issuance of the lender's title insurance policy.
7. **REAL ESTATE TAXES:** Seller will pay all prior years' real estate taxes. The current year's real estate taxes will be paid as follows:
- ☐ **NO PRORATION:** Seller will pay the taxes which are due before the date of closing. Buyer will pay taxes which are due on or after the date of closing. "Due" means the date on which a tax becomes payable.
- ☒ **PRORATION:** With current year taxes treated as though they are paid in ☐ arrears ☒ advance, based on a ☐ calendar year ☒ fiscal year.
- ☐ **OTHER:** _____
8. **SPECIAL ASSESSMENTS:** All special assessments for municipal improvements which have become a lien on the property shall be paid by the Seller, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be ☐ allocated between Seller and Buyer using the same method for the proration of real estate taxes in paragraph 7 above; or ☐ paid in full by Seller at closing.
9. **MISCELLANEOUS PRORATED ITEMS:** Rent, association fees, insurance (if assigned) and fuel, as well as interest on any existing land contract, mortgage or other lien assumed or to be paid by the Buyer, will be prorated to the date of closing.

Additional items: _____

10. **CLOSING DATE:** Sale to be closed on or before October 12, 2022.

11. **OCCUPANCY:** Seller will give occupancy as follows:

- ☒ Immediately after closing
- ☐ _____ days after closing by 12:00 noon. From the date of closing to the date of vacating, Seller will pay Buyer \$ _____ per day as an occupancy charge. At closing, Seller will pay \$ _____ to Listing Broker to be held in escrow. After Seller shall vacate the property, Listing Broker will use these funds to pay the accrued occupancy charge to Buyer and refund the balance, if any, to Seller. Seller is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowners policy, as well as for any deductible portions of a covered claim.

If tenants occupy the property, then:

- ☐ Seller will cause the tenants to vacate the property before closing.
- ☐ Buyer will take the property subject to the rights of the tenants.

12. **SELLER'S DISCLOSURE:**

- ☐ Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- ☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 565.951, *et seq.*, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.

13. **RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the

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future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters.

14. **LEAD-BASED PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):** Buyer acknowledges that prior to signing this Agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on ____/____/____, the terms of which shall be part of this Agreement. Buyer also agrees (check one below):

- ☐ Buyer shall have _____ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.
- ☐ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

15. **LAND DIVISION ACT (For unplatted land only):** Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

- (a) The grantor grants to the grantee the right to make _____ (insert "zero" or a specific number, as appropriate) division(s) under section 108 of the Land Division Act, MCL 560.108.
- (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in subparagraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

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

- ☒ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 120 ~~xxxxxx~~ days of the date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, survey and site investigation, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing within the time for inspections.
- ☐ Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **EARNEST MONEY DEPOSIT:** Buyer deposits \$5,000.00 to be held by First American Title Upon Acceptance ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the arbitration provisions in paragraph 22 below.)

18. **DEFAULT:** If Buyer defaults, Seller may enforce this Agreement, or may cancel the Agreement, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this Agreement or may demand a refund of the deposit and pursue legal remedies. (This paragraph may be subject to the arbitration provisions in paragraph 22 below).
19. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.

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20. **ENTIRE AGREEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.
21. **WALK-THROUGH:** Buyer has the right to walk through the property within forty-eight (48) hours prior to closing.
22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this Agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the Agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act, MCL 691.1681, *et seq.* This Agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Seller _____ Buyer _____ Listing Broker _____ Selling Broker _____

23. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
24. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
25. **HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.
26. **OTHER CONDITIONS:** Buyer is asking for 120 days Due Diligence for getting approval on Storage Facility.

27. **THIS OFFER WILL EXPIRE ON** June 4, 2022 at 11:59 p.m. A.M./P.M., or upon Seller's receipt of revocation from Buyer, whichever is earlier.

28. **RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.**

DocuSigned by:

Majdi Alkazaleh

6/3/2022

232FDC0B14A9474...
Buyer Signature

Buyer Signature

Blue wave properties LLC

Print Name

Print Name

BUYER'S ADDRESS _____

Deposit in the form of ☐ Personal Check ☐ Other _____ received by _____
Selling Broker/REALTOR®

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Date _____, 20____

SELLER'S ACCEPTANCE

29. THE ABOVE OFFER is hereby accepted As is but if another offer is presented to seller and seller would like to accept, other offer, seller to give this buyer 15 day right of refusal to remove due diligence contingency or seller may at their discretion, null and void agreement and/or see addendum attached hereto.

30. SELLER ALSO AGREES to pay the Listing Broker/REALTOR® named above a commission as stated in the Listing Agreement for the property.

31. RECEIPT IS ACKNOWLEDGED by Seller of a copy of this Agreement.

Jordan Jeffers
dotloop verified
06/03/22 8:18 PM EDT
HOHB-93ZX-LPUJ-UFEI

Seller Signature Jordan Jeffers

ABSOLUTE PLUMBING HEATING & COOLING
Print Name

Andy Williamson
dotloop verified
06/07/22 11:10 PM EDT
ZY4Q-0X0N-CFQC-WGAK

Seller Signature

Andy Williamson

Print Name

SELLER'S ADDRESS: 4150 E. Bristol Rd, Burton, MI 48519

Date 6/8/2022, 20____

BUYER'S RECEIPT OF ACCEPTANCE

32. RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER of the Seller's acceptance of Buyer's offer. In the event the acceptance was subject to changes from Buyer's offer, the Buyer agrees to accept said changes, as set forth in paragraph 29

above
Signed by:
Majdi Alkazaha
232F0C0B14A9474
Buyer Signature

Majdi Alkazaha
Print Name

Buyer Signature

Print Name

Disclaimer: This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Attachment: Backup 22-13 (5462 : ZBA #22-13)

K-1

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Attachment: Backup 22-13 (5462 : ZBA #22-13)

K-2

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☐ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☒ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Attachment: Backup 22-13 (5462 : ZBA #22-13)

K-3

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

wilson Lahoud

6/3/2022

Licensee Selling Agent Wilson Lahoud

Date

Licensee

Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

Maydi Alkazalia

6/3/2022

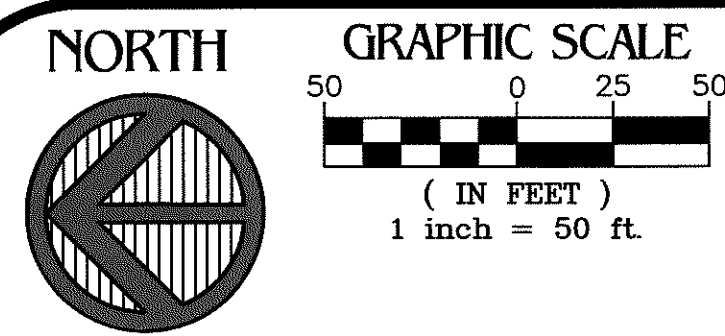
Potential Buyer/Seller (circle one)

Date

Potential Buyer/Seller (circle one)

Date

Disclaimer This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



VARIANCE SITE PLAN LAYOUT FOR:
PROPOSED MINI SELF STORAGE FACILITY
 4150 E BRISTOL ROAD
 PART OF THE NORTHWEST 1/4, SECTION 34,
 T7N-R7E, CITY OF BRTON, GENESEE COUNTY, MICHIGAN

PROPERTY DESCRIPTION

THE WEST 15 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, T7N-R7E, CITY OF BURTON, GENESEE COUNTY, MICHIGAN. BEING PARCEL ID NO. 59-34-100-011

EXISTING ZONING INFORMATION:

ACCORDING TO THE CURRENT CITY OF BURTON ZONING ORDINANCE THIS PROPERTY IS CURRENTLY ZONED C-3 (HIGHWAY BUSINESS DISTRICT), AND IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) MINIMUM LOT AREA = 4,000 SQ FT (MIN)
- 2) MINIMUM LOT WIDTH = NONE
- 3) FRONT SETBACK = 35 FEET
- 4) SIDE SETBACK = 20 FEET
- 5) REAR SETBACK = 50 FEET
- 6) MAXIMUM BUILDING HEIGHT = 30 FEET OR 2 STORIES
- 7) MAXIMUM LOT COVERAGE = 40 PERCENT

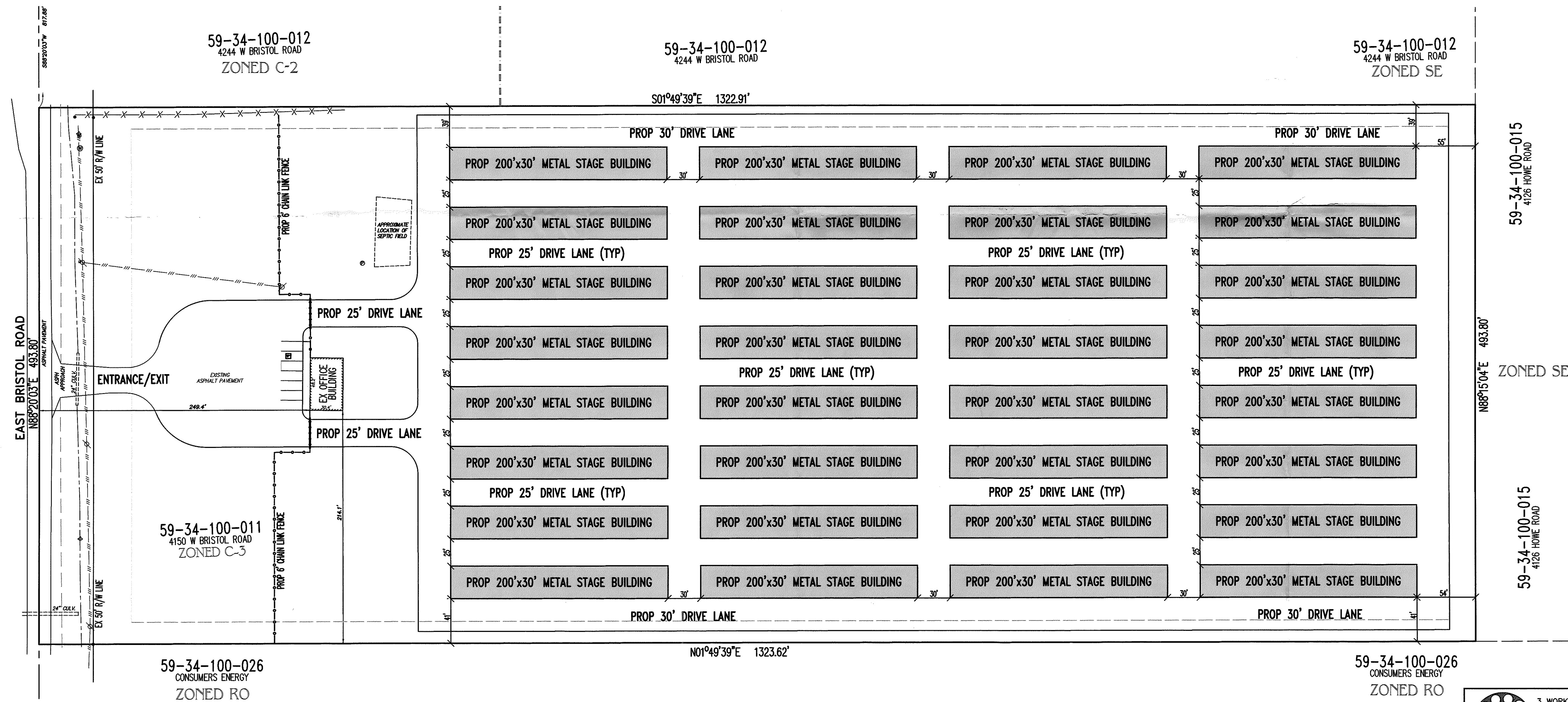
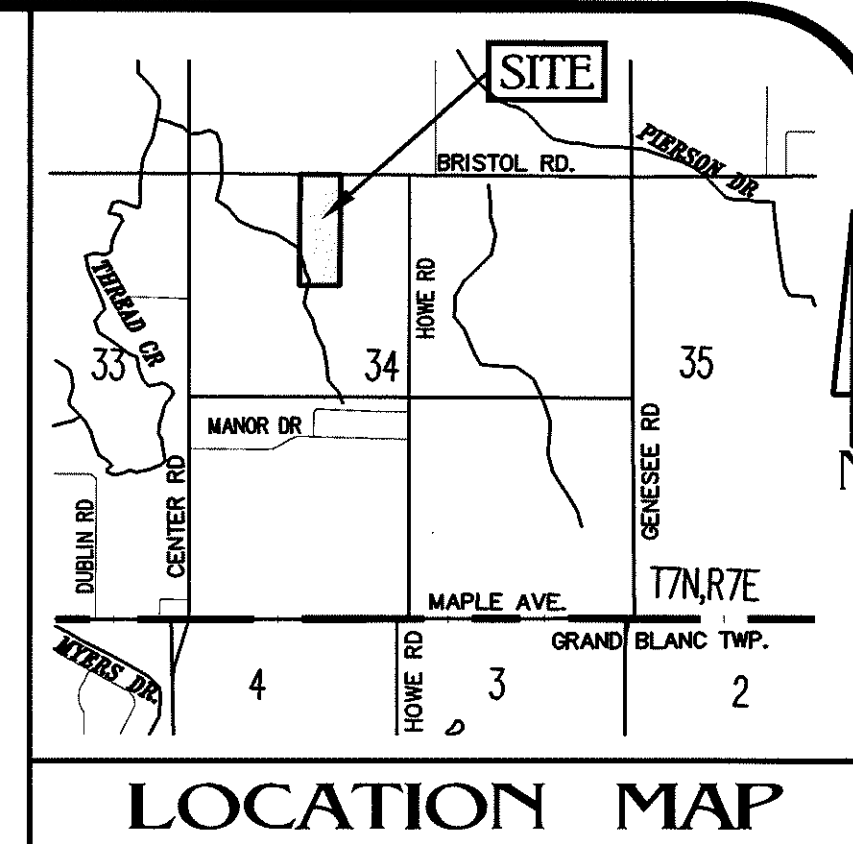
UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS, IF AVAILABLE. THE SURVEYOR AND/OR ENGINEER MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR AND/OR ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR AND/OR ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

PROJECT NARRATIVE:

IT IS NOT ANTICIPATED THAT THERE WILL BE ANY SUBSTANTIAL INCREASE IN DUST, ODOR, SMOKE, FUMES, NOISE, OR LIGHTS. THE BUILDING OCCUPANT WILL BE REQUIRED TO COMPLY WITH ANY APPLICABLE ZONING ORDINANCE REQUIREMENTS REGARDING THESE ITEMS.

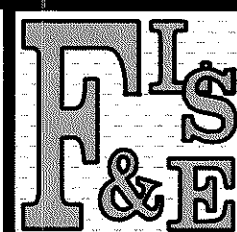
L E G E N D	
EX ROAD SIGNS	EX DECIDUOUS TREE
EX TRANSFORMER	EX CONIFEROUS TREE
EX UTILITY POLE W/GUY	EX TREE LINE
EX SERVICE PEDESTAL	EX BUILDING AREA
EX LIGHT POLE	EX PAVED AREAS
EX MAILBOX	EX GRAVEL AREAS
EX OVERHEAD POWERLINES	PARKING SPACE NO.
EX BUILDING WALL	PROP PAINTED TRAFFIC FLOW ARROW
EX EASEMENT LINE	PROP WALL PACK LIGHT FIXTURES
EX GAS LINE	PROP LIGHT POLE W/FIXTURE
EX U.G. GAS MARKER	PROP CONC FILLED BOLLARD
EX SANITARY SEWER	PROP CONCRETE AREAS
EX SANITARY MANHOLE	PROP ASPHALT PAVEMENT
EX DRAINAGE SWALE/DITCH	PROP STORM MANHOLE
EX STORM SEWER	PROP STORM CATCHBASIN
EX STORM MANHOLE	PROP 36" CSP STAND PIPE W/GRATE
EX STORM CATCHBASINS	PROP STORM END SECTION W/GRATE
EX WATERMAIN	PROP STORM SEWER
EX FIRE HYDRANT	PROP RIPRAP STONE
EX WATER MANHOLE	PROP SURFACE CONTOUR
EX GATEVALVE	PROP DRAINAGE SWALE/DITCH
	PROP 6" CHAIN LINK FENCE



SCALE: 1"=50'
 JOB NO. 22-241

PREPARED FOR:
EXPRESS INVERTMENT GROUP, INC
 C/O MAHER QUZAH
 1942 S DORT HIGHWAY (M-54)
 FLINT, MI 48503

PART OF THE NORTHWEST 1/4,
 SECTION 34, T7N-R7E
 CITY OF BURTON, GENESEE CO, MI



Fenton Land Surveying & Engineering, Inc
 14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430
 PHONE: 810.354.8115 EMAIL: INFO@FENTONLSE.COM

VARIANCE SITE PLAN LAYOUT FOR:
PROPOSED MINI SELF STORAGE FACILITY
 4150 W BRISTOL ROAD, BURTON, MI

REVISIONS	DRN. BY:	J.R.B.	06.14.2022	SHEET NO: 1 of 1
	DSN BY:	J.R.B.	"	
	CHK'D BY:	J.P.W.	"	
	APPR BY:	J.B.M.	"	



Know what's below.
 Call before you dig.



Burton Zoning Board of Appeals

4303 S. Center Road
Burton, MI 48519

SCHEDULED

AGENDA ITEM (ID # 5463)

Meeting: 07/21/22 05:00 PM
Department: Department of Public Works
Category: Variance
Prepared By: Leandra Swayne
Department Head: Charles Abbey

F.4

DOC ID: 5463

ZBA #22-14

By: Country Oaks
5904 Dixie Hwy., Clarkston, MI 48346

Re: 3218 E. Atherton Rd., Burton, MI
59-28-100-005, Zoned M-2

For: To not construct a sidewalk along the frontage of the property, per site plan review requirements.

ATTACHMENTS:

- Backup 22-14 (PDF)



City of Burton
 Department of Public Works
 4093 Manor Drive
 Genesee County, Burton, Michigan 48519
 (810) 742-9230

Date Filed: 6-21-22
 Fee Paid: 450.00
 Receipt #: _____
 Check #: Card
 Received by: AK
 Date Mailed: _____

APPLICATION FOR ZONING BOARD OF APPEALS HEARING:

ZBA Case #: 22-14 4 Votes Required

DATE OF ZONING BOARD OF APPEALS HEARING: July 21, 2022 AT 5:00 P.M.

PLEASE PRINT

APPLICANTS NAME: Country Oaks

APPLICANTS ADDRESS: 5904 Dixie Hwy.

CITY: Clarkston, MI 48346

APPLICANTS PHONE: 248 521-0720

APPLICANTS EMAIL: mcherry5150@yahoo.com

ADDRESS AND PARCEL OR LOT NUMBER: 3218 E. Atherton Rd.

NOTE: ZBA meets on the 3rd Thursday of each month. All applications and associated drawings must be on file at least six (6) weeks prior to the meeting. Notification of property within 300' must be postmarked at least 15 days prior to the meeting. Including publication in local newspaper.

VARIANCE REQUESTED: No sidewalk build down Atherton Rd

I hereby certify that the proposed application is authorized by the owner of record and that I have been authorized by the owner to make this application as his agent. I agree the statements made on the attached application are true, and if found not to be true, any permit that may be issued may be void. Further, I agree to give permission to officials of the City of Burton to enter the property subject to this permit application for the purposes of inspections. Further I understand that this is an application and any fees paid will not be refundable regardless of the decision of the Commission. Mandatory attendance at the above meeting is acknowledged.

APPLICANTS SIGNATURE: _____

Attachment: Backup 22-14 (5463 : ZBA #22-14)

APPLICANT:

Please explain your hardship or reason this variance is needed and attach to the application. Any information provided to the board will be public information and will be given to the board approximately 2 weeks prior to the meeting.

- Dangerous spot for walkway. A lot of truck and equipment traffic at entrance way
- Side walk will not attach at either end. It's another side walk.
- It will bring ~~some~~ unsavory characters to the front of our business. That will bring crime to Burton.

OWNER ACKNOWLEDGMENT:

I, _____ am the owner of property
 known as: _____ located in the City of Burton. I give permission
 to _____ to make an application to the Zoning Board of
 Appeals on behalf of my property. I understand unless specified by the Zoning Board of Appeals, any action
 taken by the board is permanently associated with this property in accordance with the State of Michigan
 Zoning Enabling Act.

If I need to be contacted for any reason please contact me at:

Owner Name: _____

Address: _____

City: _____

Phone: _____

Email: _____

SIGNATURE: _____

DATE: _____