

Trustees Scott Ruggles Steve Anderson Andrea C. Voorheis Liz Fessler Smith

ZONING BOARD OF APPEALS MEETING

LOCATION: TOWNSHIP ANNEX. 7527 HIGHLAND ROAD. WHITE LAKE. MICHIGAN 48383 THURSDAY, MAY 22, 2025 - 6:30 PM

White Lake Township | 7525 Highland Rd | White Lake, MI 48383 | Phone: (248) 698-3300 | www.whitelaketwp.com

AGENDA

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. APPROVAL OF AGENDA
- 5. CALL TO THE PUBLIC
- 6. APPROVAL OF MINUTES
 - Α. April 24, 2025
- 7. OLD BUSINESS
- 8. NEW BUSINESS
 - Applicant: Nick Moore Α.

9141 Hutchins Road

White Lake, MI 48386

Location: 9141 Hutchins Road

White Lake, Michigan 48386 identified as 12-35-226-033

Request: The applicant requests to increase the size of an existing accessory structure, requiring a variance from Section 5.7 – Accessory Buildings or Structures in Residential

Districts.

B. Applicant: Chase Middler

951 West Clarkston Road

Lake Orion, MI 48362

Location: 950 Lake Lane Drive

White Lake, Michigan 48386 identified as 12-21-278-010

Request: The applicant proposes to construct a single-family home, requiring variances from Section 3.1.5.E - Minimum Lot Width, Section 3.1.5.E - Minimum Front Yard Setback, and Section 3.1.5.E – Minimum Rear Yard Setback.

Applicant: Michael Moceri, Inc. C.

25201 Alexa Drive

Commerce Township, MI 48390 Location: 2927 Ridge Road

White Lake, Michigan 48383 identified as 12-18-101-018

Request: The applicant requests to construct a single-family home, requiring variances from Section 3.1.6.E - Minimum Lot Width, Section 3.1.6.E - Minimum Lot Area, Section 3.1.6.E – Minimum Side Yard Setback, Section 3.1.6.E – Minimum Front Yard Setback, Section 3.1.6.E - Maximum Lot Coverage, and Section 3.1.6.E - Maximum Building Height.



D. Applicant: Allied Signs, Inc.

33650 Giftos Drive

Clinton Township, MI 48035

Location: Kroger

10951 Highland Road

White Lake, MI 48386 identified as 12-22-301-004

Request: The applicant requests to add signage onto an existing non-residential building, requiring variances from Section 5.9.J.ii.a – Maximum Size of Wall Signs in a Non-Residential District, Section 5.9.J.ii.b – Maximum Number of Wall Signs in a Non-Residential District, and Section 7.23 – Nonconforming Structures.

E. Applicant: PH Communities

8255 Cascade, STE. 110

Commerce Twp., MI 48382

Location: Elizabeth Trace Condos

South side of Elizabeth Lake Road, East of Union Lake Road identified as 12-26-204-

038

Request: The applicant is seeking to complete an existing multi-family condominium development, requiring variances from Section 3.11.Q, Section 3.11.G, Section 3.11.U, Section 5.19.E – Interior Landscaping Requirements, and Section 5.21 – Public Sidewalk Standards.

9. OTHER BUSINESS

10. NEXT MEETING DATE: June 26, 2025

11. ADJOURNMENT

Procedures for accommodations for persons with disabilities: The Township will follow its normal procedures for individuals with disabilities needing accommodations for effective participation in this meeting. Please contact the Township Clerk's office at (248) 698-3300 X-7 at least five days in advance of the meeting. An attempt will be made to provide reasonable accommodations.

CALL TO ORDER

Chairperson Spencer called the meeting to order at 6:30 P.M. She led the Pledge of Allegiance.

Roll was called:

ROLL CALL

Present:

Jo Spencer, Chairperson
Debby Dehart, Planning Commission Liaison
Niklaus Schillack, Vice Chairperson
Clif Seiber

Absent:

Steve Anderson, Township Board Liaison

Also Present:

Andrew Littman, Staff Planner
Nick Spencer, Building Official
Hannah Kennedy-Galley, Recording Secretary

APPROVAL OF AGENDA

MOTION by Member Schillack, seconded by Member Dehart, to remove case C from the agenda and approve the agenda as amended. The motion carried with a voice vote: (4 yes votes).

APPROVAL OF MINUTES

A. <u>March 27, 2025</u>

Member Seiber noted a correction on page 4, paragraph 4 - the word "sides" should be replaced with "signs".

MOTION by Member Seiber, seconded by Member Dehart, to approve the minutes as corrected. The motion carried with a voice vote: (4 yes votes).

CALL TO THE PUBLIC

None.

OLD BUSINESS

None.

NEW BUSINESS

A. Applicant: Michael Epley 6075 Carroll Lake Road

Commerce Township, MI 48382 Location: 10365 Degrand Street

White Lake, Michigan 48386 identified as 12-27-451-012

Request: The applicant proposes to construct an addition onto a single-family home, requiring variances from Section 3.1.5. – Minimum Lot Width, Section 3.1.5.E. – Minimum Lot Area, Section 3.1.E. – Minimum Side Yard Setback, Section 3.1.E. – Maximum Lot Coverage, and Section 7.27 – Nonconforming Lots of Record.

Chairperson Spencer noted for the record that 21 owners within 300 feet were notified. 0 letters were received in favor, 0 letters were received in opposition, and 0 letters were returned undeliverable from the U.S. Postal Service.

Staff Planner Littman reviewed his report.

Member Schillack asked staff if building envelopes are being requested on applicants' surveys. Staff Planner Littman said it isn't a requirement.

Member Schillack asked staff for the setback requirements that a structure needs to be from the septic field. Building Official Spencer said 10'.

Mike Epley, 6075 Carroll Lake Road, was present to speak on his case. The placement of the four-season room was due to the rear deck having access to the kitchen. The room would be narrow if the proposed addition had to be compliant with the 10' side yard setback. He added that the placement was chosen not to encroach on the septic tank, and the access door wall is closer to the offset.

Member Seiber asked Mr. Epley if there will be eavestroughs on the east side of the addition. Mr. Epley confirmed, and there will be eavestroughs on the west side. The overhang will be 6".

Chairperson Spencer opened the public hearing at 6:50 P.M. Seeing none, she closed the public hearing at 6:50 P.M.

Member Dehart asked staff for clarification on the setback from a foundation to the septic tank. Building Official Spencer said he will verify the setback with the Oakland County Environmental Health Division.

The ZBA discussed the standards from Article 7, Section 37 of the ClearZoning Ordinance:

- A. Practical Difficulty
 - Chairperson Spencer said the lot size is a practical difficulty. Member Seiber said the lot is deficient in both width and area.
- B. Unique Situation
 - Member Dehart said the lot size makes a unique situation.
- C. Not Self-Created
 - The applicant did not plat the lot.

- D. Substantial Justice
 - Member Seiber said neighbors had similar four-season rooms.
- E. Minimum Variance Necessary
 - Member Dehart said the addition was the minimum variance necessary.

Member Seiber MOVED to approve the variances requested by Michael Epley from Section 3.1.5 and Section 7.27 of the Zoning Ordinance for Parcel Number 12-27-451-012, identified as 10365 Degrand Street, in order to build a four-seasons room addition onto an existing single-family home. Variances from Section 3.1.5 are granted to allow for construction on a lot that is 10,392 square feet less than the minimum lot area, and 40 feet less than the minimum lot width, required in the RI-C zoning district. In addition, a variance from Section 3.1.5 is granted to allow for the four-seasons room addition to encroach 4.6 feet into the required eastern side yard setback. A variance from Section 7.27 of the Zoning Ordinance is granted to allow for development on a lot that does not meet the minimum Ordinance requirements for lot area and width. Lastly, a variance from Section 7.28.A of the Zoning Ordinance is granted to allow for an increase in cubic content of a nonconforming structure. This approval will have the following conditions:

- 1. The Applicant shall obtain all necessary permits from the White Lake Township Building Division
- 2. In no event shall the projection of any roof overhang be closer than five feet to the side lot lines
- 3. No mechanical units, including HVAC system or generator, shall be placed closer than five feet to any side yard lot line
- 4. An as-built survey shall be required to verify the approved setbacks

Member Dehart supported, and the motion carried with a roll call vote: (4 yes votes) (Seiber/yes, Dehart/yes, Spencer/yes, Schillack/yes).

B. Applicant: Steve Mitchell 9049 Longcroft Drive White Lake, MI 48386

Location: 9049 Longcroft Drive

White Lake, Michigan 48386 identified as 12-35-481-001

Request: The applicant proposes to construct an addition onto a single-family home, requiring variances from Section 3.1.6.E.— Minimum Lot Width, Section 3.1.6.E.— Minimum Lot Area, Section 3.1.6.— Minimum Side Yard Setback, Section 3.1.6.E.— Maximum Lot Coverage, and Section 7.27—Nonconforming Lots of Record.

Chairperson Spencer noted for the record that 23 owners within 300 feet were notified. 0 letters were received in favor, 0 letters were received in opposition, and 0 letters were returned undeliverable from the U.S. Postal Service.

Staff Planner Littman reviewed his report.

Member Schillack asked staff why the deck is not in the building envelope. Staff Planner Littman said no.

Member Schillack asked staff about the disputed area on the survey. Building Official Spencer said the area was joined with the property around a year ago.

Steve Mitchell, 9049 Longcroft, was present to speak on his case. He has lived in the home for six months. He said the proposed structure will be a covered patio without walls. He wanted the addition to utilize the outdoor space on the lot.

Chairperson Spencer opened the public hearing at 7:12 P.M.

Carlo Ginotti, 9073 Longcroft, said the disputed area is no longer in dispute. He was in favor of the applicant's request.

Chairperson Spencer closed the public hearing at 7:15 P.M.

Mr. Mitchell said he can move the shed if needed.

The ZBA discussed the standards from Article 7, Section 37 of the ClearZoning Ordinance:

- A. Practical Difficulty
 - Member Dehart said the house is non-conforming, and there isn't a lot of space left on the site. Member Seiber said the placement sliding door makes a practical difficulty as well.
- B. Unique Situation
 - Chairperson Spencer said the practical difficulty made for a unique situation
- C. Not Self-Created
 - •
- D. Substantial Justice
 - Member Seiber said other homeowners on the lake have covered patios.
- E. Minimum Variance Necessary
 - Member Seiber stated there are no overhangs or projections into the side yard setbacks.

Member Schillack MOVED to approve the variances requested by Steve Mitchell from Section 3.1.6, Section 7.27, and Section 7.28 of the Zoning Ordinance for Parcel Number 12-35481-001, identified as 9049 Longcroft Drive, in order to construct a covered patio addition onto an existing single-family home. Variances from Section 3.1.6 are granted to allow for construction on a lot that is 195 square feet less than the minimum lot area and 5 feet less than the minimum lot width required in the RI-D zoning district. In addition, variances from Section 3.1.6 are granted to allow the covered patio addition to encroach 5 feet into the required east side yard setback and for the lot coverage to exceed the maximum percentage allowed by 1.5 percent. A variance from Section 7.27 of the Zoning Ordinance is also granted to allow for development on a lot that does not meet the minimum Ordinance requirements for lot area and width. Lastly, a variance from Article 7.28 of the Zoning Ordinance is granted to allow for an increase in cubic content of a nonconforming structure. This approval will have the following conditions:

- The Applicant shall obtain all necessary permits from the White Lake Township Building
 Division
- 2. In no event shall the projection of any roof overhang be closer than five feet to the side lot lines
- 3. No mechanical units, including HVAC system or generators, shall be placed closer than five feet to any side yard lot line
- 4. An as-built survey shall be required to verify the approved setback.
- 5. The shed shall be moved to a minimum of 5' from the west side yard property line and 25' from the seawall.

Member Seiber supported, and the motion carried with a roll call vote: (4 yes votes). (Schillack/yes, Seiber/yes, Dehart/yes, Spencer/yes).

C. Applicant: Joshua Tauriainen

58415 10 Mile Road

South Lyon, MI 48178

Location: 8285 Highland Road

White Lake, MI 48386 identified as 12-13-455-024

Request: The applicant is seeking to redevelop an existing site for the purpose of operating a used car dealership, requiring variances from Section 5.11.Q. — Off Street Parking Space Layout, Standards, Construction and Maintenance; Section 5.11.M. — Maximum Allowable Off Street Parking; Section 5.19.E. — Interior Landscaping Requirements; and Section 5.19.G. — Parking Lot Landscaping.

OTHER BUSINESS

None.

NEXT MEETING DATE: May 22, 2025

ADJOURNMENT

MOTION by Member Schillack, seconded by Member Seiber, to adjourn at 7:26 P.M. The motion carried with a voice vote: (4 yes votes)

WHITE LAKE TOWNSHIP ZONING BOARD OF APPEALS

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO:

Zoning Board of Appeals

FROM:

Andrew Littman, Staff Planner

DATE:

May 7, 2025

Agenda item:

8A

Appeal Date:

March 25, 2025

Applicant:

Nick Moore

Address:

9141 Hutchins Road

White Lake, MI 48386

Location:

9141 Hutchins Road

White Lake, MI 48386

Zoning:

R1-D Single Family Residential

Property Description

The 0.184-acre (8,015 square-foot) parcel identified as 9141 Hutchins Road is zoned R1-D (Single Family Residential). The existing single-family home on the property (which is 694 square feet in size) utilizes a private well for potable water and a septic system for sanitation.

Applicant's Proposal

The Applicant is proposing to build a 625 square-foot addition onto his existing 719 square-foot detached garage. The combined area of the existing garage and the addition (totaling 1,344 square feet) is 194 percent of the ground floor area of the principal structure.

Planner's Report

The subject lot is legally nonconforming. Per Article 3.1.6.E of the Zoning Ordinance, in the R1-D zoning district, the minimum lot area is 12,000 square feet and minimum lot width is 80 feet. The subject lot does not meet these thresholds, as its area is only 8,015 square feet and width is only 40 feet.

Section 5.7.C of the Zoning Ordinance states that "in no instance shall the sum total of the ground floor areas of all accessory buildings or structures on a single lot exceed 125% of the ground floor area of the principal building or structure." Since the principal building on this property (the residence) is 694 square feet, the Ordinance would allow for accessory buildings or structures totaling up to 868 square feet (694 x 1.25). However, the Applicant seeks to build a 625 square-foot addition onto the existing garage, which would result in the ground floor area of the garage being 194 percent of the ground floor area of the principal structure.

It should be noted that the Applicant has not provided a professionally drawn plan showing setbacks and lot coverage. Therefore, any approval should be conditioned on the Applicant furnishing a plan that shows compliance with those Ordinance requirements.

The requested variances are listed in the following table:

Variance #	Ordinance Section	Subject	Standard	Requested Variance
1	Section 3.1.6.E	Minimum Lot Area	12,000 square feet	3,985 square feet
2	Section 3.1.6.E	Minimum Lot Width	80 feet	40 feet
3	Section 5.7.C	Size of Accessory Buildings in Residential Districts	Ground floor area cannot exceed 125% of ground floor area of principal structure	69 percent

Zoning Board of Appeals Options:

Approval: I move to approve the variances requested by Nick Moore from Section 3.1.6.E and Section 5.7.C of the Zoning Ordinance for Parcel Number 12-35-226-033, identified as 9141 Hutchins Road, in order to build an addition onto an existing garage. Variances from Section 3.1.6.E are granted to allow for construction on a lot that is 3,985 square feet less than the minimum lot area, and 40 feet less than the minimum lot width, required in the R1-D zoning district. Additionally, a variance from Section 5.7.C is granted to allow for the ground floor area of the proposed garage to be 194 percent of the ground floor area of the principal structure. This approval will have the following conditions:

- 1. The Applicant shall obtain all necessary permits from the White Lake Township Building Division
- 2. In no event shall the projection of any roof overhang be closer than five feet to the side lot lines
- 3. No mechanical units, including HVAC system or generators, shall be placed closer than five feet to any side yard lot line
- 4. An as-built survey shall be provided to verify compliance with setbacks and lot coverage requirements

Denial: I move to deny the variances requested by Nick Moore for Parcel Number 12-35-226-033, identified as 9141 Hutchins Road, due to the following reason(s):

Postpone: I move to postpone the appeal of Nick Moore to a date certain or other triggering mechanism for Parcel Number 12-35-226-033, identified as 9141 Hutchins Road, to consider comments stated during this public hearing.

Attachments:

- 1. Variance application dated March 25, 2025
- 2. Letter from Applicant dated March 24, 2025
- 3. Letter of denial from the building department dated March 21, 2025
- 4. Labeled aerial view of property
- 5. Building plans
- 6. Notice of Assessment proving ownership

7.37 STANDARDS

General variances: The Zoning Board of Appeals may authorize a variance from the strict application of the area or dimensional standard of this Ordinance when the applicant demonstrates <u>all</u> of the following conditions "A - E" or condition F applies.

- A. Practical difficulty: A practical difficulty exists on the subject site (such as exceptional narrowness, shallowness, shape or area: presence of floodplain: exceptional topographic conditions) and strict compliance with the zoning ordinance standards would unreasonably prevent the owner from using of the subject site for a permitted use or would render conformity unnecessarily burdensome. Demonstration of a practical difficulty shall have a bearing on the subject site or use of the subject site, and not to the applicant personally. Economic hardship or optimum profit potential are not considerations for practical difficulty.
- B. Unique situation: The demonstrated practical difficult results from exceptional or extraordinary circumstances or conditions applying to the subject site at the time the Ordinance was adopted or amended which are different than typical properties in the same zoning district or the vicinity.

- C. Not self created: The applicants problem is not self created.
- D. Substantial justice: The variance would provide substantial justice by granting the property rights similar to those enjoyed by the majority of other properties in the vicinity, and other properties in the same zoning district. The decision shall not bestow upon the property special development rights not enjoyed by other properties in the same district, or which might result in substantial adverse impacts on properties in the vicinity (such as the supply of light and air, significant increases in traffic, increased odors, an increase in the danger of fire, or other activities which may endanger the public safety, comfort, morals or welfare).
- E. Minimum variance necessary: The variance shall be the minimum necessary to grant relief created by the practical difficulty.
- F. Compliance with other laws: The variance is the minimum necessary to comply with state or federal laws, including but not necessarily limited to:
 - The Michigan Right to Farm Act (P.A. 93 of 1981) and the farming activities the Act protects;
 - ii. The Americans with Disabilities Act of 1990 (as amended), and the needs of handicapped individuals the Act protects, including accessory facilities, building additions, building alterations, and site improvements which may not otherwise meet a strict application of the standards of this Ordinance.

Under no circumstances shall the Board of Appeals grant a variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or

Item A.

CHARTER TOWNSHIP OF WHITE LAKE ZONING BOARD OF APPEALS APPLICATION

Community Development Department, 7525 Highland Road, White Lake, Michigan, 48383 (248) 698-3300 x5

APPLICANT'S NAME: NICK MOOR PHONE: 248-884-5162 ADDRESS: 9141 HVACKING RD White LAKE MICHIGAN 48386 APPLICANT'S EMAILADDRESS: DIVT BINEY 1995@ COMCAST. NET APPLICANT'S INTEREST IN PROPERTY: KOWNER BUILDER OTHER:
ADDRESS OF AFFECTED PROPERTY: 9141 Hat Chins RD PARCEL # 12-35226033 CURRENT ZONING: Residential PARCEL SIZE: 200 × 40
STATE REQUESTED VARIANCE AND ORDINANCE SECTION: Article 6.7
VALUE OF IMPROVEMENT: \$ 26,000 SEV OF EXISITING STRUCTURE: \$ 73,410
VALUE OF IMPROVEMENT: \$ 26,000 SEV OF EXISITING STRUCTURE: \$ 73,410 STATE REASONS TO SUPPORT REQUEST: (ATTACH WRITTEN STATEMENT TO APPLICATION)

March 25, 2025

Nick Moore 9141 Hutchins White Lake, MI, 48386 <u>Dirtbiker1995@comcast.net</u> 248-881-5162

To: Zoning Board of Appeals

Dear Zoning Board of Appeals members,

My name is Nick Moore and I'm writing to you to formally request a zoning variance for my above-listed property. The purpose of this variance is to obtain permission to increase the size of my existing pole barn.

My property is zoned residential which restricts the size of accessory structures. My pole barn project would exceed the allowed 125% of the ground floor area of the principal structure.

The proposed modification will benefit me by giving me additional space to continue to pursue my passion and hobby of restoring my own car and maintaining my own vehicles. As well as allowing me to store the vehicles I have already and will restore in the future. This modification will also benefit the community by increasing the property value. I also believe this is a perfect part of White Lake for such a home. As there is a home just four or five doors down that has a very similar set up. I have also attached supporting documents for your review.

I appreciate your time and consideration in this request and look forward to your decision. Please feel free to contact me at 248-881-5162 or <u>Dirtbiker1995@comcast.net</u> should you need any additional information.

Thank you in advance for your consideration and attention to this request.

Sincerely,

Nick Moore

Rik Kowall, Supervisor Anthony L. Noble, Clerk Mike Roman, Treasurer



Trustees Scott Ruggles Steve Anderson Andrea C. Voorheis Liz Fessler Smith

WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

March 21, 2025

Nicholas Moore 9141 Hutchins Rd White Lake, MI 48386

RE: Proposed Accessory Structure

Based on the submitted plans, the proposed accessory structure does not satisfy the White Lake Township Clear Zoning Ordinance for Accessory Buildings or Structures in R1D Residential Zoning Districts.

Article 5.7 of the White Lake Township Clear Zoning Ordinance states:

C. With the exception of the Suburban Farm (SF) and Agricultural (AG) zoning districts, in no instance shall the sum total of the ground floor areas of all accessory buildings or structures on a single lot exceed 125% of the ground floor area of the principal building or structure, excluding attached garages.

Based on Township records, the principal structure has a ground floor area of 698 sq ft. The proposed combined area of the existing accessory structure and accessory structure addition would be 1,344 sq ft, which is 192% of the ground floor area of the principal structure, exceeding the 125% of the ground floor area of the principal structure permitted by ordinance.

Approval of the building permit would be subject to a variance to the schedule of regulations, Article 7 of the White Lake Township Clear Zoning Ordinance. To be eligible for the April 24th Zoning Board of Appeals (ZBA) meeting, application must be submitted to the White Lake Township Planning Department no later than March 27th at 4:30 PM. The Planning Department can be reached at (248)698-3300, ext. 5

Sincerely,

Nick Spencer, Building Official

White Lake Township

Mick Moore Hutchins RD 9141 White Lake MI 48386 Water Service Line House Existing Borns Distance between 75' House and Bar addittion addittion 15' Set Back Set Bac is currently 70' From RD NEW BUN to road

Nick

Disclaimer: The information provided herewith has been compled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions alice. FEMA Floodplain data may not always be present on the map.

Reportenation and

Particular Hustrasia 1907 - Hustrasiaa Hustrasi Hustrasiaa

Stimburgs Spring HUABbellooten vs

A HUNGINGSON

Oskland County 2100 Pontiac Lake Road Bidg 41 West Waterford, All 48328 Phone: 248-658-0721 Web: www.oskgov.com

OAKIAND:

David Coulter Oakland County Executive





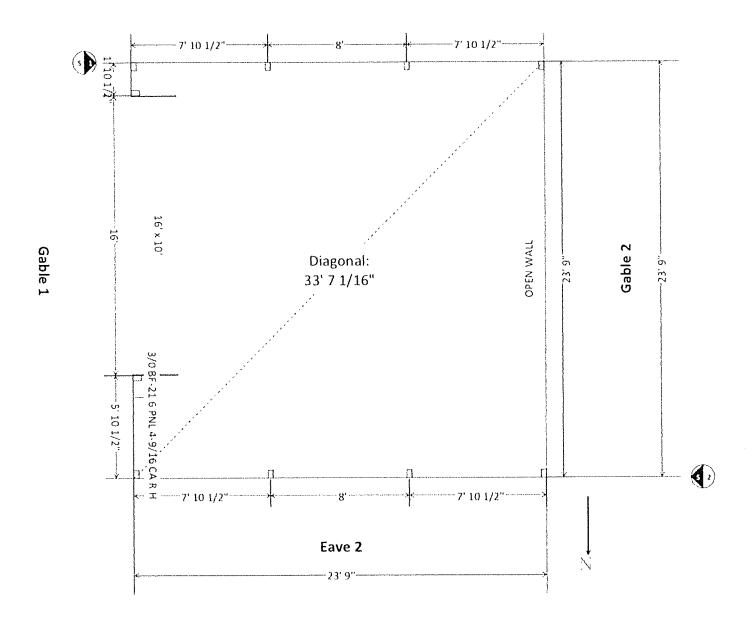
Oakland County 2100 Pontiac Lake Road Bidg. 41 West Waterford, MI 48328 Phone: 248-858-0721 Web: www.oakgov.com

Nick

From: James Linfield (sslemans@yahoo.com)

To: sslemans@yahoo.com

Date: Tuesday, March 4, 2025 at 08:23 AM EST

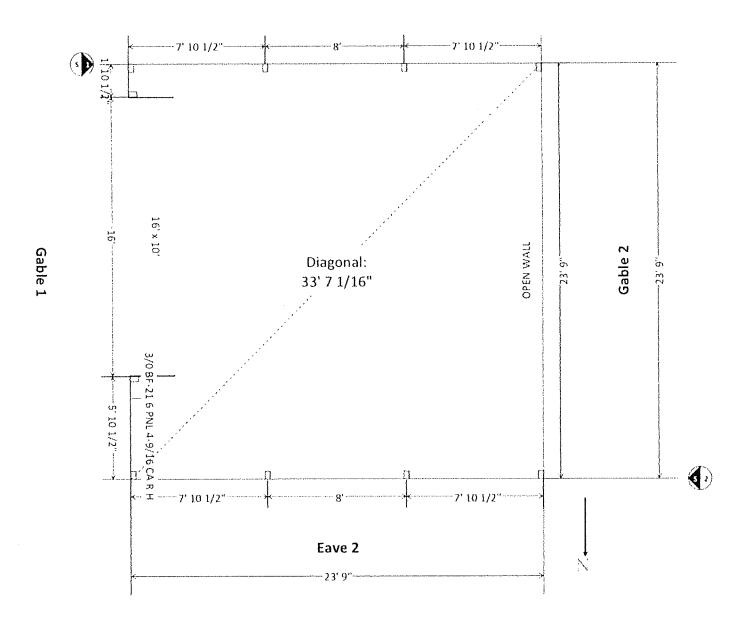


Nick

From: James Linfield (sslemans@yahoo.com)

To: sslemans@yahoo.com

Date: Tuesday, March 4, 2025 at 08:23 AM EST



SPECIFICATIONS FOR 24' X 24' X 12' POST FRAME PACKAGE:

MATERIAL PACKAGE

- Pre-Engineered Wood Trusses (4/12 Pitch | 4 O/C)
- 4 x 6 #2 60 CCA TREATED Eave Posts (8' O'C)
- 4 x 6 #2 60 CCA TREATED Gable Posts (10" O'C)
- 2 x 10 #2 GRD CONTACT ALT TRT Skirt Boards (1 Row)
- 2 x 4 Wall Girts (24" O/C) and Roof Purins (48" O/C)
- 2 x 12 Double Top Grt Truss Carner
- 1:4" Thermal-Ply Perf R B4125S H D. Insulation on Roof
- Charcoal Classic Rib Steef Siding w: 45 Year Paint Warranty
- Charcoal Classic R b Steel Roof w: 45 Year Paint Warranty
- One Concrete Pad per Post Hole

DOORS & WINDOWS

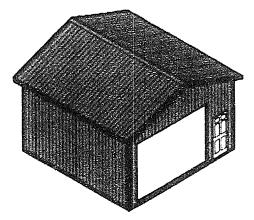
- Open Wall On Gable2
- One 16' X 10 General Opening
- One 3' 6 Panel Entry Door

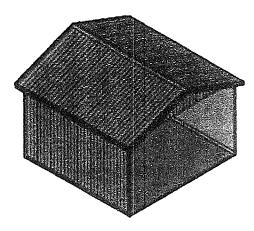
. 12" OVERHANG ON ALL SIDES STEEL SOFFIT

FASTENERS

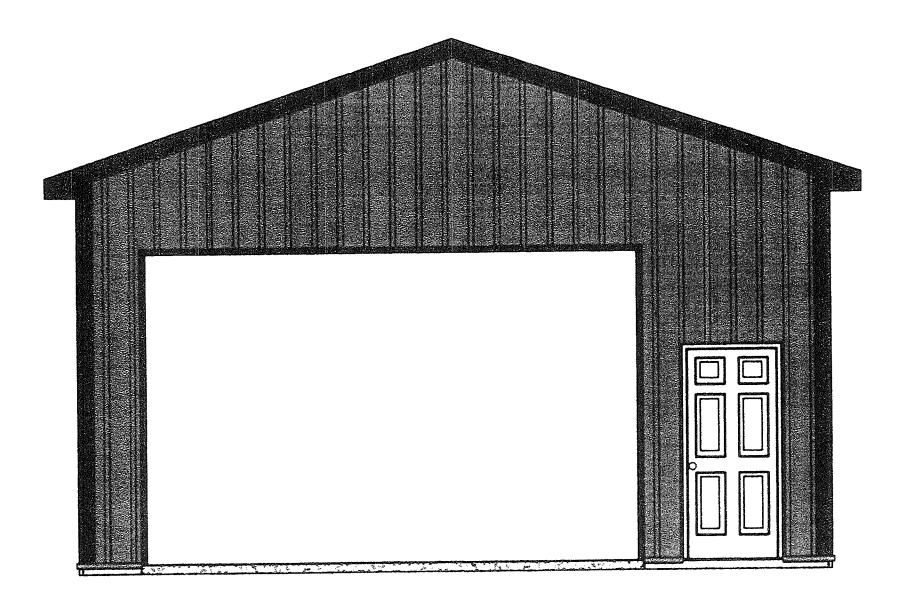
- 1 n Metal to Wood Screws for Steel Wall Panel
- 2 n Metal to Wood Screws for Steel Roof Panel
- 3.5 In R.S Galv. Pole Barn Nails for Truss Carrier
- 3.5 In R/S Galv Pole Barn Nails for Skirt Board
- Galvanized Steel Framing Nails

. DETAILED BUILDING PLANS

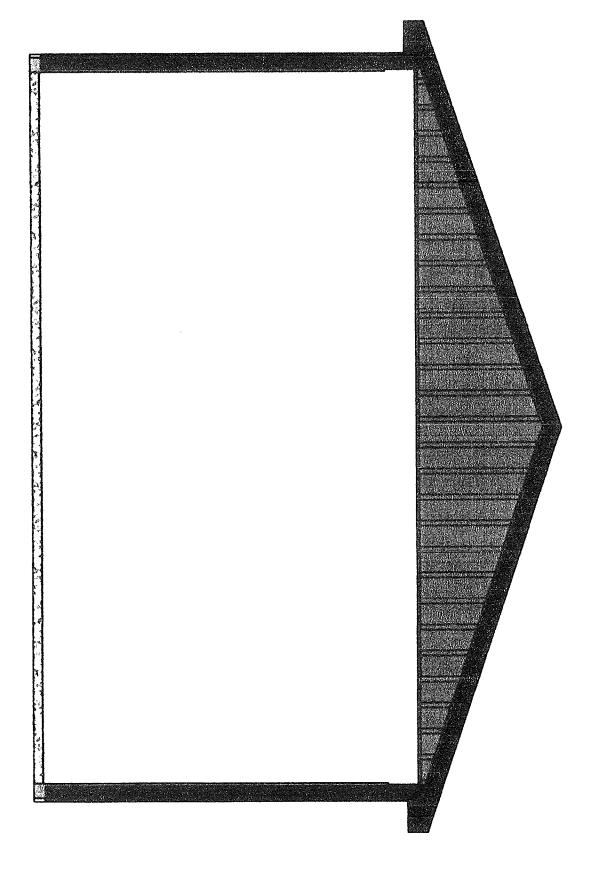




EAST SIDE-GABLE SIDE 1 ELEVATION

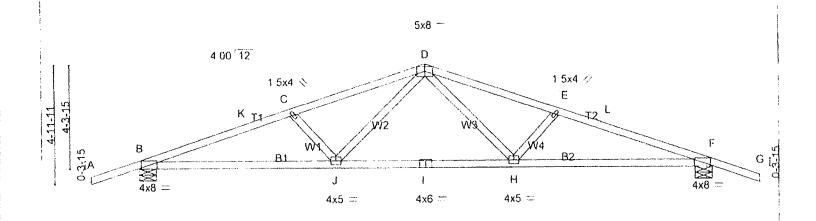


WEST SIDE-GABLE SIDE 2 ELEVATION



Í	Job	Truss		Truss Type		Oty	Ply	BEN'S CONTRACTOR CENTER	
1	BENS CONT CTR	24R		COMMON		30	1		Item A.
				armore				Job Reference (optional)	224 2
1	Heart Truss & Engineering,	Lansing, ML 40	8906				8.700 s No	ov 1 2023 MiTek Industries, Inc. Mon Apr 1 16.09 47	OZ4 Page 1
						1D GFFY7U572a	S5x0ZUrvĽ	WYUyaVGr-eZZTr8zHJ2n9HCalmUnhkpEuudjWDNwS	EMIRASASYO
	2-0-0	€	3-6-3		12-0-0		17-5-13		6-0-0
	2-0-0	- E	5-6-3		5-5-13		5-5-13	6-6-3	2-0-0
	200		· - •						

Scale = 1:46.8



	8-3-4		15-8 12 7-5-8					24-0-0 8-3-4		4
OADING (psf) CLL 53 9 Ground Snow=70 0)	SPACING- 2-0-0 Plate Grip DOL 1 15 Lumber DOL 1 15	CSI. TC 0.75 BC 0.79	DEFL. Verl(LL) Verl(CT)	(n -0 24 -0 33	(loc) H-J H-J	1/defl >999 >841	L/d 350 240	PLAT MT20		GRIP 197/144
COL 70 CLL 00 COL 100	Rep Stress Incr NO Code IBC2015/TP(2014	WB 0.29 Matrix-SH	Horz(CT)	0 10	F	n/a	nla	Weig	ht 94 b	FT = 20%

LUMBER-

TOP CHORD 2x4 DF-N 2460F 2 0F

BOT CHORD 2x4 SP No 1

2x4 SPF No 2 WEBS

BRACING-TOP CHORD BOT CHORD

Structural wood sheathing directly applied or 3-9-10 oc purlins Rigid defing directly applied or 10-0-0 oc bracing

MiTek recommends that Stabilizers and required cross bracing be installed during truss erection, in accordance with Stabilizer Installation guide

REACTIONS. (to/size) F=1939/0-8-8 (min 0-2-5) B=1939/0-8-3 (min 0-2-5)

Max Horz B=-36(LC 11) Max UphtF=-115(LC 7), 8=-115(LC 6)

FORCES. (b) - Max. Comp /Max. Ten. - All forces 250 (b) or less except when shown TOP CHORD. B-K--3758/109, C-K--3578/124. C-D--3250/108, D-E+-3250/108, E-L+-3578/124.

F-L=-3758/109

B-J=-106/3429.1-J=-31/2341 H4=-31/2341, F-H=-70/3429 BOT CHORD C-J= 921/92 D J=-31/1164 D H=-31/1164, E-H=-021/92 WEBS

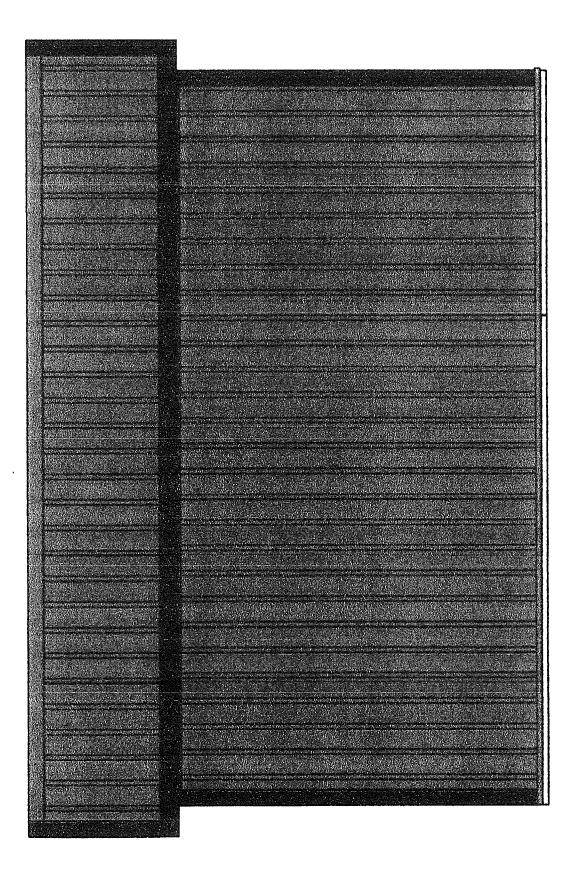
NOTES-

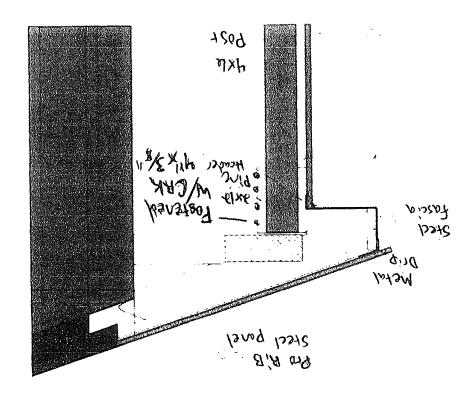
- t) Wind ASCE 7-10, Vult=115mph Vasq-91mph TCDL=4 2ost BCDL=3 0psf h=15ft, Cat It Exp B. Enclosed MWFRS (envelope Lumber DOL=1 60 plate grip DOL=1 60
- 2) TOLL ASCE 7-10, Pg= 70 ft psf (ground show). Pf=53-9 psf (flat roof show). Catagory II. Exp. B. Partially Exp., Cr=1-10
- 3) Unbalanced show loads have been considered for this design
- 4) This truss has been designed for greater of min roof live load of 20 0 psf or 1.95 times flat roof load of 50.9 psf on overhangs non-concurrent with other live loads
- 5) This truss has been designed for a 10.0 psf bottom chord, we load nonconcurrent with any other iwe loads
- 6) 1 This truss has been designed for a live load of 20 Opsf on the bottom chord in all areas where a rectangle 3-6-0 tall by 1.0.0 wide will fit between the bottom chord and any other members
- 7) Provide mechanical connection (by others) of truss to bearing piate capable of withstanding 115 lb uplift at joint F and 115 lb uplift at joint B
- 8) This truss is designed in accordance with the 2015 International Building Code section 2396 1 and referenced standard ANSI/TPL1

LOAD CASE(S) Standard

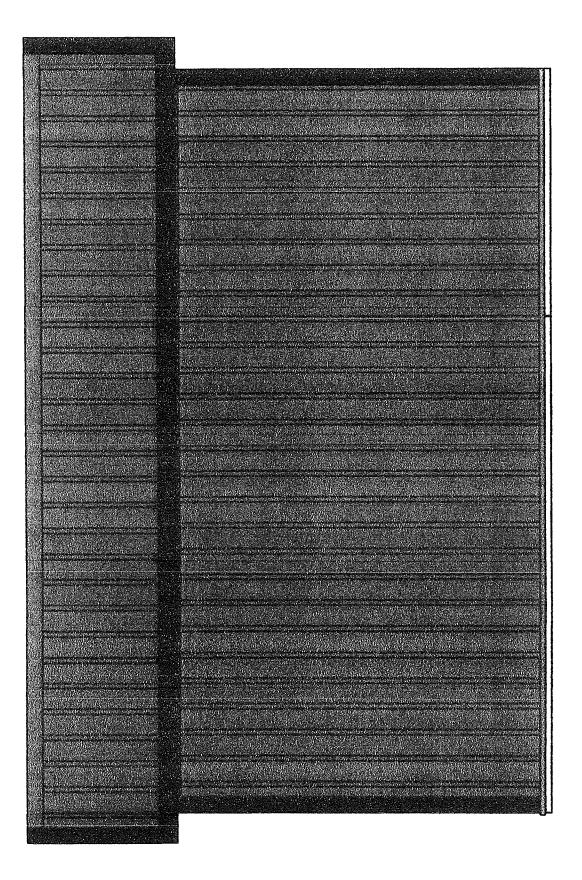


SOUTH SIDE-EAVE SIDE 1 ELEVATION





NORTH SIDE-EAVE SIDE 2 ELEVATION



Michigan Department of Treasury, 1019 (Rev, 10-24)

THIS IS NOT A TAX BILL

Notice of Assessment, Taxable Valuation, and Property Classification

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24 (c)	and Sec.211.34c, as amend	ed. This is a model asses	ssment notice to be	e used by the local assessor.				
FROM: WHITE LAKE TOWNSHIP				EL IDENTIFICAT	ION			
DAVID HIEBER, ASSESSOR 7525 HIGHLAND		PARCEL	NUMBER:	Y -12-35	-226-033	3 ,		
WHITE LAKE, MI 48383-2900		PROPER'	TY ADDRESS	3 :				
		91	41 HUTC	HINS RD				
		W	HITE LAK	Œ, MI 48386-3	334			
OWNER'S NAME & ADDRESS/PERSON NAMED ON ASSESS	MENT ROLL:		PRINCIPA	L RESIDENCE EX	EMPTION	J ·		
	9296	% Exemp	t As "Homeov	vners Principal Reside	enc 1	00.00%		
**************************************				d Agricultural Property	''':	.00%		
9141 HUTCHINS ST WHITE LAKE, MI 48386-3334		1 '	% Exempt As "MBT Industrial Personal": .00%					
	loo	1	% Exempt As "MBT Commercial Personal": .00%					
			Exempt As "Qualified Forest Property": Yes X No Exempt As "Development Property": Yes X No					
		Exempl	As Developi	ment Property":] Yes [X No		
LEGAL DESCRIPTION:								
T3N, R8E, SEC 35 MARJORIE VESTA PARK LC	TS 11 & 21 6-14-9	5 FR 009 & 018						
		•						
ACCORDING TO MCL 211.34c THIS PROPERT	Y IS CLASSIFIED	AS: 401	Residen	tial				
ACCORDING TO MICE 211.040 THIS PROFEST	T IO OLAGOII ILD	A3. 401	Residen	CLGI				
PRIOR YEAR'S CLASSIFICATION: 401	Resident	ial						
The change in taxable value will increase/decrease your year by approximately: \$33	PRIOR AMOUN YEAR: 2024	IT TEN	CURRENT TENTATIVE AMOUNT YEAR: 2025		CHANGE FROM PRIOR YEAR TO CURRENT YEAR			
1. TAXABLE VALUE:		34	,290	35,350		1,060		
2. ASSESSED VALUE:		69	,370	73,410		4,040		
3. TENTATIVE EQUALIZATION FACTOR:	1.000							
4. STATE EQUALIZED VALUE (SEV):		69	,370	73,410		4,040		
5. There WAS or WAS NOT a transfer of ownersh	ip on this property i	n2024 WAS N	ОТ		***************************************	·		
6. Assessor Change Reason: Market Adjustment								
The 2025 Inflation rate Multiplier is: 1.031								
Questions regarding the Notice of Assessment, Ta		nd Property Class			Following	j:		
Name: David Hieber	Phone: (240) 600 22	00	Email Address					
David Filebei	(248) 698-33	00	assessing(@whitelaketwp.com	1			
March Board of Review Appeal Information. The	board of review v	will meet at the f	ollowing da	tes and times:				
The Board of Review will meet on: Tuesday, March Monday, March 10th from 9:00 a.m. to noon and 1 Wednesday, March 12th from 1:00 p.m. to 4:00 p.r At the Township Hall, 7525 Highland Road, White PLEASE CALL (248) 698-3300 ext. 3, NO LATER	:00 p.m. to 4:00 p.n m. and 6:00 p.m. to Lake, MI, 48383.	n. and 9:00 p.m.		-				

WHITE LAKE TOWNSHIP ZONING BOARD OF APPEALS

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO: Zoning Board of Appeals

FROM: Andrew Littman, Staff Planner

DATE: May 9, 2025

Agenda item: 8B

Appeal Date: April 30, 2025

Applicant: Chase Middler

Address: 951 West Clarkston Road

Lake Orion, MI 48362

Location: 950 Lake Lane Drive

White Lake, MI 48386

Zoning: R1-C Single Family Residential

Property Description

The approximately 0.39-acre (16,988 square-foot) parcel identified as Parcel Number 12-21-278-010 is located within the Brooksvale subdivision and zoned R1-C (Single Family Residential). The property, which is currently vacant, is intended to be served by municipal water and sewer. This corner lot has a width of 84.81 feet along its Highland Road front property line and a width of 199.8 feet along its Lake Lane Drive front property line.

Applicant's Proposal

The Applicant is proposing to build a new single-family home that would have a front yard setback (from Lake Lane Drive) of 25 feet and rear yard setback of 15.4 feet.

ZBA History (Past Approval)

On December 14, 2023, the ZBA considered this plan and granted the exact same variances that the Applicant requests. The past approval has simply expired. Minutes from the December 14, 2023 ZBA meeting are included as an attachment.

Planner's Report

The existing lot is legally nonconforming. Per Section 3.1.5.E of the Zoning Ordinance, the minimum lot size and minimum lot width in the R1-C zoning district are 16,000 square feet and 100 feet, respectively. In this case, although the minimum lot size requirement of 16,000 square feet is met, the lot width is deficient by 15 feet.

To avoid having to back out onto Highland Road from its driveway, the Applicant has decided to orient the proposed house and attached garage to face Lake Lane Drive. The proposed plan shows the front yard setback as 25 feet and rear yard setback as 15.4 feet. Since the minimum front yard setback and rear yard setback in the R1-C zoning district are both 35 feet, the Applicant would need a 10-foot front yard setback variance and 19.6-foot rear yard setback variance.

The requested variances are listed in the following table:

Variance #	Ordinance Section	Subject	Standard	Requested Variance
1	Section 3.1.5.E	Minimum Front Yard Setback	35 feet	10 feet
2	Section 3.1.5.E	Minimum Rear Yard Setback	35 feet	19.6 feet
3	Section 3.1.5.E	Minimum Lot Width	100 feet	15.19 feet
4	Section 7.27	Nonconforming Lots of Record	Only developable if setbacks are met	Developable even if setback requirements are not met

Zoning Board of Appeals Options:

Approval: I move to approve the variances requested by Chase Middler from Section 3.1.5 and Section 7.27 of the Zoning Ordinance for Parcel Number 12-21-278-010, identified as 950 Lake Lane Drive, in order to build a new single-family home. A variance from Section 3.1.5 is granted to allow for construction on a lot that is 15.19 feet less than the minimum lot width required in the R1-C zoning district. Additionally, variances from Section 3.1.5 are granted to allow for the home to encroach 10 feet into the required front yard setback (from Lake Lane Drive) and 19.6 feet into the required rear yard setback. Lastly, a variance from Section 7.27 of the Zoning Ordinance is also granted to allow for development on a lot that does not meet the minimum Ordinance requirements for lot area and width. This approval has the following conditions:

- 1. The Applicant shall obtain all necessary permits from the White Lake Township Building Division.
- 2. No mechanical units, including a HVAC system or generator, shall be placed in the front yards or closer than five (5) feet to any side yard lot line or rear lot line.
- 3. The proposed deck shall be setback at least five (5) feet from the east property line.
- 4. A foundation certificate shall be required prior to the backfill inspection by the Building Division
- 5. An as-built survey shall be required to verify the approved setbacks.

Denial: I move to deny the variances requested by Chase Middler for Parcel Number 12-21-278-010, identified as 950 Lake Lane Drive, due to the following reason(s):

Postpone: I move to postpone the appeal of Chase Middler to a date certain or other triggering mechanism for Parcel Number 12-21-278-010, identified as 950 Lake Lane Drive, to consider comments stated during this public hearing.

Attachments:

- 1. Variance application dated April 30, 2025
- 2. Minutes from December 14, 2023 ZBA meeting
- 3. Applicant's explanatory letter
- 4. Certified survey showing proposed plan dated November 10, 2023
- 5. First page of purchase agreement proving ownership
- 6. Letter of denial from building department dated November 30, 2023

7.37 STANDARDS

General variances: The Zoning Board of Appeals may authorize a variance from the strict application of the area or dimensional standard of this Ordinance when the applicant demonstrates <u>all</u> of the following conditions "A - E" or condition F applies.

- A. Practical difficulty: A practical difficulty exists on the subject site (such as exceptional narrowness, shallowness, shape or area; presence of floodplain; exceptional topographic conditions) and strict compliance with the zoning ordinance standards would unreasonably prevent the owner from using of the subject site for a permitted use or would render conformity unnecessarily burdensome. Demonstration of a practical difficulty shall have a bearing on the subject site or use of the subject site, and not to the applicant personally. Economic hardship or optimum profit potential are not considerations for practical difficulty.
- B. Unique situation: The demonstrated practical difficult results from exceptional or extraordinary circumstances or conditions applying to the subject site at the time the Ordinance was adopted or amended which are different than typical properties in the same zoning district or the vicinity.

- C. Not self created: The applicants problem is not self created.
- D. Substantial justice: The variance would provide substantial justice by granting the property rights similar to those enjoyed by the majority of other properties in the vicinity, and other properties in the same zoning district. The decision shall not bestow upon the property special development rights not enjoyed by other properties in the same district, or which might result in substantial adverse impacts on properties in the vicinity (such as the supply of light and air, significant increases in traffic, increased odors, an increase in the danger of fire, or other activities which may endanger the public safety, comfort, morals or welfare).
- E. Minimum variance necessary: The variance shall be the minimum necessary to grant relief created by the practical difficulty.
- F. Compliance with other laws: The variance is the minimum necessary to comply with state or federal laws, including but not necessarily limited to:
 - The Michigan Right to Farm Act (P.A. 93 of 1981) and the farming activities the Act protects;
 - ii. The Americans with Disabilities Act of 1990 (as amended), and the needs of handicapped individuals the Act protects, including accessory facilities, building additions, building alterations, and site improvements which may not otherwise meet a strict application of the standards of this Ordinance.

Item B.

CHARTER TOWNSHIP OF WHITE LAKE ZONING BOARD OF APPEALS APPLICATION

Community Development Department, 7525 Highland Road, White Lake, Michigan, 48383 (248) 698-3300 x5

APPLICANT'S NAME: Chareston Rd. Lake Orion, M1 48362 APPLICANT'S EMAILADDRESS: Chase, middler other: APPLICANT'S INTEREST IN PROPERTY: DOWNER BUILDER OTHER:
ADDRESS OF AFFECTED PROPERTY: 950 Lake Lane Dr. PARCEL #12-21-278-010 CURRENT ZONING: RI-C PARCEL SIZE: 16,936
STATE REQUESTED VARIANCE AND ORDINANCE SECTION: Acticle 3.1.5 VALUE OF IMPROVEMENT: \$ 250,000 SEV OF EXISITING STRUCTURE: \$
VALUE OF INFROVENIENT, \$200,000
STATE REASONS TO SUPPORT REQUEST: (ATTACH WRITTEN STATEMENT TO APPLICATION) APPLICATION FEE: 4440.60 (CAUCULATED BY THE COMMUNITY DEVELOPMENT DEPARTMENT





WHITE LAKE TOWNSHIP ZONING BOARD OF APPEALS DECEMBER 14, 2023

C. Not Self-Created

- The applicant did not build the house or create the lot width.
- Member Schillack said technically the previous property owner's actions created a self-created problem.
- D. Substantial Justice
 - Member Schillack said the proposed house would be in line with the surrounding neighbors.
- E. Minimum Variance Necessary
 - Member Dehart said by removing the proposed side covered porch from their plans, the applicants were staying within the footprint of the existing house.
 - Member Schillack said the building height the applicant requested was complaint with the Zoning Ordinance.

Member Seiber MOVED to approve the variances requested by Sadeer Jamil from Articles 7.23.A and 7.28.A of the Zoning Ordinance for Parcel Number 12-34-352-003, identified as 10890 Hillway Drive, in order to complete additions that would encroach 3 feet into the required west side yard setback and exceed the allowed value of improvements to a nonconforming structure by 248%. A 29.75-foot variance from the required lot width is also granted from Article 3.1.6.E. This approval will have the following conditions:

- The Applicant shall obtain all necessary permits from the White Lake Township Building Division.
- The Applicant shall modify architectural plans showing elimination of the proposed covered porch from the west side of the house and dimension the roof overhangs.
- No mechanical units, including HVAC system or generator, shall be placed in the front yard or closer than five (5) feet to any side yard lot line or rear yard lot line.
- A foundation certificate shall be required prior to the backfill inspection by the Building Division.
- An as-built survey shall be required to verify the approved setbacks
- In no event shall the projection of any roof overhang be closer than five feet to the side property lines.
- The Board recommends the Building Official require an engineer certify the foundation under the existing rear covered porch.

Member Dehart supported, and the motion carried with a roll call vote: (5 yes votes) (Seiber/yes, Dehart/yes, Aseltyne/yes, Spencer/yes, Schillack/yes).

D. Applicant: Chase Middler 951 W. Clarkston Rd. Lake Orion, MI 48362

Location: Parcel Number 12-21-278-010

Request: The applicant requests to construct a single-family house, requiring variances from Article 3.1.5.E, R1-C Single Family Residential Front-Yard Setback, Rear-Yard Setback, and Minimum Lot Width.



WHITE LAKE TOWNSHIP ZONING BOARD OF APPEALS DECEMBER 14, 2023

Chairperson Spencer noted for the record 14 owners within 300 feet were notified. 0 letters were received in favor, 0 letters were received in opposition, and 0 letters were returned undeliverable from the U.S. Postal Service.

Staff Planner Quagliata gave a brief report.

Member Seiber asked staff if there were two front yard setbacks, would the lot have two rear yard setbacks. Staff Planner Quagliata said no. He stated when the lot was platted, the proposed house orientation would not have been allowed. He added while there was not an access management ordinance at the time the lot was platted, a permit for a driveway on Highland Road would not have been obtained. If someone had built on the lot back in the day, the east property line would have been a side yard, and the house orientation would have been adjusted.

Member Schillack asked staff if the property was on municipal water. Staff Planner Quagliata said the proposed house would be connected to municipal water and sewer.

Member Seiber asked the applicant if the covered deck was intended to be built. Dave Smith, on behalf of the applicant, said no. Member Seiber said the architectural plans and site plan showed a front covered porch, and the architectural plans showed a rear covered porch that was not shown on the site plan. Member Seiber said the site plan showed a rear deck. Mr. Smith said the porch would be open. A future deck would be put on the north side of the house.

Chairperson Spencer opened the public hearing at 8:52 P.M. Seeing no public comment, she closed the public hearing at 8:52 P.M.

The ZBA discussed the standards from Article 7, Section 37 from the ClearZoning Ordinance:

A. Practical Difficulty

- Member Seiber said the lot being on a corner created a practical difficulty, as well as the applicant's efforts to configure the proposed house to not exceed the front line on the house on Lake Lane and the house on Highland Road.
- B. Unique Situation
 - Member Schillack said the corner lot provided a unique situation.
- C. Not Self-Created
 - The applicant did not plat the lot.
- D. Substantial Justice
 - Member Schillack said the proposed house lined up with the surrounding houses, and the applicant would have what the neighbor's had.
- E. Minimum Variance Necessary
 - Member Schillack said he made the motion for the property receiving variances in 2019, and he felt this plan was better than the previous expired plan.



WHITE LAKE TOWNSHIP ZONING BOARD OF APPEALS DECEMBER 14, 2023

Member Schillack move to approve the variances requested by Chase Middler from Article 3.1.5.E of the Zoning Ordinance for Parcel Number 12-21-278-010 in order to construct a new house that would encroach 10 feet into the required front yard setback and 19.6 feet into the required rear yard setback. A 15.19-foot variance from the required lot width is also granted from Article 3.1.5.E. This approval will have the following conditions:

- The Applicant shall obtain all necessary permits from the White Lake Township Building Division.
- No mechanical units, including HVAC system or generator, shall be placed in the front yards or closer than five (5) feet to any side yard lot line or rear yard lot line.
- The proposed deck shall be setback at least five feet from the east property line.
- A foundation certificate shall be required prior to the backfill inspection by the Building Division.
- An as-built survey shall be required to verify the approved setbacks and lot coverage.
- When submitting the building permit application, the plot plan and architectural plan shall be consistent.

Member Aseltyne supported, and the motion carried with a roll call vote: (5 yes votes) (Schillack/yes, Aseltyne/yes, Dehart/yes, Seiber/yes, Spencer/yes).

OTHER BUSINESS

Staff Planner Quagliata stated beginning in January 2024, the ZBA will meet at 6:30 P.M. instead of 7:00 P.M. for regular meetings.

NEXT MEETING DATE: January 25, 2024.

ADJOURNMENT

MOTION by Member Aseltyne, seconded by Member Schillack, to adjourn at 9:04 P.M. The motion carried with a voice vote: (5 yes votes).

Zoning Board of Appeals for:

950 Lake Lane Dr.

White Lake, MI 48386

Property Description:

Vacant property at 950 Lake Lane Dr. or lot# 12-21-278-010 is located at the corner of Lake Lane Dr. and M-59. The property is zoned R1-C single family residential and is located in the Brooksvale subdivision. The home will be connected to city water and sewer.

Proposal:

To build a single-family new construction 1 story home on the parcel, conforming with code R1-C.

Requests:

For the new construction home to be facing Lake Lane Dr. rather than Highland Rd (M-59) and the driveway being off of the Lake Lane side of the home.

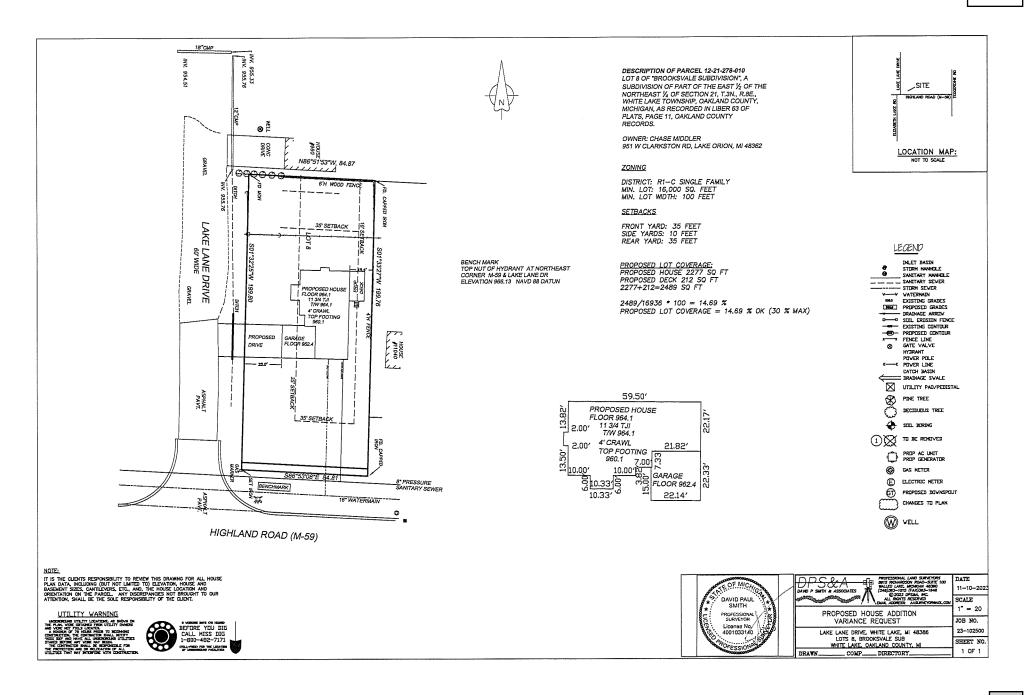
A front yard setback from the Lake Lane Dr. (West) in the amount of 35 feet as well as a rear setback of 35 feet.

Side yards 10 feet

Supportive Reasoning:

These requests were previously submitted and approved primarily for safety concerns pulling out onto M-59. The driveway has also already been approved by the road commission.

Owner also trying to align with other homes on the street to be more aesthetically pleasing as well as working around power lines.





BUY AND SELL AGREEMENT VACANT LAND

Office of	Remax Eclipse	REALTOR®,	Troy	, Michigan,
Date:	July 11th	, 20_23		
and Lake Oakla building ar	1. BUYER'S OFFE tely 0.39 acres of land lo e Lane Drive in the and , Michigan, lega nd use restrictions, zoning ord e Hundred and 00/100 Dollars	_, hereinafter called to cated near the intersection cated near the intersection cated on attache inances and easements,	he Buyer, hereby on of <u>Huron</u> hite Lake d Exhibit A, subjectif if any for the sum	, County of ct to any existing
terms of pu bank mone	ırchase do not apply). Paymer	urchase shall be as indicated at of such money shall be	•	•
	CASH		urchase price upo Warranty Deed.	n execution and
	NEW MORTGAGE	and delive upon Buye	urchase price upory of Warranty Er's ability to obtain Mortgage years, for no less the	Deed, contingent na land for no less than
		apply for	Within5	Buyer agrees to days

Rik Kowall, Supervisor Anthony L. Noble, Clerk Mike Roman, Treasurer



Trustees Scott Ruggles Liz Fessler Smith Andrea C. Voorheis Michael Powell

WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

November 30, 2023

Chase Middler 951 Clarkston Rd Lake Orion, MI 48362

RE: Proposed Residential Structure at Vacant Lake Lane Dr Parcel ID: 12-21-278-010

Based on the submitted plans, the proposed residential structure does not satisfy the White Lake Township Clear Zoning Ordinance for R1-C zoning district.

Article 3.1.5 of the White Lake Township Clear Zoning Ordinance: Requires a minimum lot width of 100 ft, a minimum front yard setback of 35 ft, and a minimum rear yard setback of 35 ft.

The existing corner lot is legal non-conforming with one road frontage measuring 84.81 ft. The proposed new structure would have a 25 ft front yard setback; and based on the orientation of the proposed structure, the rear yard setback would be 15.4 ft.

Approval of the building permit would be subject to a variance to the schedule of regulations, Article 7 of the White Lake Township Clear Zoning Ordinance. *Be advised, a certified boundary and location survey showing the proposed structure will be required by the ZBA*. The Planning Department can be reached at (248)698-3300, ext. 5

Sincerely,

Nick Spencer, Building Official White Lake Township

WHITE LAKE TOWNSHIP ZONING BOARD OF APPEALS

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO:

Zoning Board of Appeals

FROM:

Andrew Littman, Staff Planner

DATE:

May 9, 2025

Agenda item:

8C

Appeal Date:

April 24, 2025

Applicant:

Michael Moceri, Inc.

Address:

25201 Alexa Drive

Commerce Township, MI 48390

Zoning:

R1-D Single Family Residential

Location:

2927 Ridge Road White Lake, MI 48383

Property Description

The approximately 0.22-acre (9,424 square feet) parcel identified as 2927 Ridge Road is located on White Lake and zoned R1-D (Single Family Residential). The existing single-family home on the property (which is approximately 1,025 square feet in size) utilizes a private well for potable water and a private septic system for sanitation.

ZBA History and Applicant's Proposal

The Applicant, Michael Moceri, seeks to demolish an existing 1,025 square foot single-family home and build a new 2,407 square foot single-family home on the same lot.

This is the second time this Applicant has appeared before the ZBA seeking variances for this property. At the first appearance, in July 2024, the Applicant proposed to build a new 2,476 square foot single-family home and requested the following 6 variances:

- 1. Height: 5-foot variance (30 feet requested, 25 feet permitted)
- 2. Front Yard: 10-foot variance (20 feet requested, 30 feet required)
- 3. Southern Side Yard: 4-foot variance (10 feet per side)
- 4. Lot Coverage: 5.4 percent variance (25 percent maximum)
- 5. Lot Size: 2,576 square feet (12,000 square-foot lot size required)
- 6. Lot Width: 28 feet (80 feet required)

As you are aware, this body ultimately decided to postpone the Applicant's appeal to give him time to obtain septic and well permits and strongly encouraged him to reduce the height of the proposed house.

Last month, the Applicant was successful in obtaining septic and well permits and provided us with a revised plan. The table below compares the original plan (considered at the July 2024 ZBA meeting) to the revised plan.

	Original Plan	Variance Requested	Revised Plan	Variance Requested
Proposed Home Size	2,476 sq. ft.	-	2,407 sq. ft.	-
Height	30 ft. in height	5 ft.	27 ft. in heigh	2 ft.
Front Yard Setback	20 ft.	10 ft.	37.9 ft.	None
Side Yard Setback	6 ft. (on south)	4ft. (south)	6 ft. (on north)	4 ft. (north)
Lot Coverage	30.4 percent	5.4 percent	29.7 percent	4.7 percent

As you can see, the Applicant has reduced the overall size and height of the proposed home. He has also moved the footprint of the proposed home further away from Ridge Road, and consequently is no longer seeking a front yard setback variance. While initially seeking a 4-foot side yard setback variance on the south side, he is now seeking 4 feet of relief in the north side yard.

The requested variances are listed in the following table.

Variance #	Ordinance Section	Subject	ject Standard		Result
1	Article 3.1.6.E	Maximum Building Height	25 feet	2 feet	27 feet
3	Article 3.1.6.E	Side Yard Setback (North)	10 teet one side 4 teet		6 feet
4	Article 3.1.6.E	Minimum Lot Size	12,000 sq. ft.	2,576 Sq. ft.	9,424 Sq. ft.
5	Article 3.1.6.E	Minimum Lot Width	80 feet	28 feet	52 feet
6	Article 3.1.6.E	Maximum Lot Coverage	25%	4.7%	29.7%

Zoning Board of Appeals Options:

Approval: I move to approve the variances requested by Michael Moceri, Inc. from Article 3.1.6.E of the Zoning Ordinance for Parcel Number 12-18-101-018, identified as 2927 Ridge Road, in order to build a new single-family home that would encroach 4 feet into the northern side yard setback and exceed the allowable building height by 2 feet. A 28-foot variance from the required lot width, 2,576-square-foot variance from the required lot size, and 4.7 percent variance from the maximum lot coverage are also granted from Article 3.1.6.E. This approval will have the following conditions:

- The Applicant shall obtain all necessary permits from the White Lake Township Building Division.
- In no event shall the projection of any roof overhang be closer than five feet to the side lot lines.
- No mechanical units, including HVAC system or generator, shall be placed closer than five feet to any side yard lot line.
- A foundation certificate shall be required prior to the backfill inspection by the Building Department.
- An as-built survey shall be required to verify the approved setbacks and lot coverage.

<u>Denial:</u> I move to deny the variances requested by Michael Moceri, Inc. for Parcel Number 12-18-101-018, identified as 2927 Ridge Road, due to the following reason(s):

<u>Table:</u> I move to table the variance requests of Michael Moceri, Inc. for Parcel Number 12-18-101-018, identified as 2927 Ridge Road, to consider comments stated during this public hearing.

Attachments:

- 1. Amended variance application received April 24, 2025
- 2. Revised letter from Hans Bippus and Denise Bippus to ZBA dated April 23, 2025
- 3. Initial Plot Plan dated June 25, 2024
- 4. Revised Plot Plan dated January 28, 2025
- 5. Proposed Plan/Elevation dated January 16, 2025
- 6. Approval of permit to install an onsite well
- 7. Approval to install onsite sewage disposal system
- 8. Septic system design and boundary survey
- 9. Letter of denial from the Building Department dated June 20, 2024

7.37 STANDARDS

General variances: The Zoning Board of Appeals may authorize a variance from the strict application of the area or dimensional standard of this Ordinance when the applicant demonstrates <u>all</u> of the following conditions "A – E" or condition F applies.

- A. Practical difficulty: A practical difficulty exists on the subject site (such as exceptional narrowness, shallowness, shape or area: presence of floodplain: exceptional topographic conditions) and strict compliance with the zoning ordinance standards would unreasonably prevent the owner from using of the subject site for a permitted use or would render conformity unnecessarily burdensome. Demonstration of a practical difficulty shall have a bearing on the subject site or use of the subject site, and not to the applicant personally. Economic hardship or optimum profit potential are not considerations for practical difficulty.
- B. Unique situation: The demonstrated practical difficult results from exceptional or extraordinary circumstances or conditions applying to the subject site at the time the Ordinance was adopted or amended which are different than typical properties in the same zoning district or the vicinity.

- C. Not self created: The applicants problem is not self created.
- D. Substantial justice: The variance would provide substantial justice by granting the property rights similar to those enjoyed by the majority of other properties in the vicinity, and other properties in the same zoning district. The decision shall not bestow upon the property special development rights not enjoyed by other properties in the same district, or which might result in substantial adverse impacts on properties in the vicinity (such as the supply of light and air, significant increases in traffic, increased odors, an increase in the danger of fire, or other activities which may endanger the public safety, comfort, morals or welfare).
- E. Minimum variance necessary: The variance shall be the minimum necessary to grant relief created by the practical difficulty.
- F. Compliance with other laws: The variance is the minimum necessary to comply with state or federal laws, including but not necessarily limited to:
 - The Michigan Right to Farm Act (P.A. 93 of 1981) and the farming activities the Act protects:
 - ii. The Americans with Disabilities Act of 1990 (as amended), and the needs of handicapped individuals the Act protects, including accessory facilities, building additions, building alterations.

CHARTER TOWNSHIP OF WHITE LAKE ZONING BOARD OF APPEALS APPLICATION

Community Development Department, 7525 Highland Road,
White Lake, Michigan, 48383
(248) 698-3300 x5

(= 10) 000	Amended Application
APPLICANT'S NAME: Michael Moceri Inc	Praviosly Talled PHONE: 248-240-3032
ADDRESS: 25201 Alexa Dr Commerce Twp, Mi 483 APPLICANT'S EMAIL ADDRESS: moceri.mike@gmail.c	
APPLICANT'S INTEREST IN PROPERTY: OWNER BL	JILDER OTHER:
ADDRESS OF AFFECTED PROPERTY: 2927RidgeRd	PARCEL # 1218-101-018
CURRENT ZONING: R1D PARCEL SIZE:	50 x 192 10,411 sq ft
STATE REQUESTED VARIANCE AND ORDINANCE SECT 3.1.6 Hieght from 25' to 30, 3.1.6 front Yard setbe	ION: section 3.1.6 sideyard from 10' to 5' Goddan God
VALUE OF IMPROVEMENT: \$800,000 SEV O	F EXISITING STRUCTURE: \$276,030
STATE REASONS TO SUPPORT REQUEST: (ATTACH WRI	TTEN STATEMENT TO APPLICATION)
APPLICATION FEE:(CALCULATED BY T	HE COMMUNITY DEVELOPMENT DEPARTMENT DATE:



COMMUNITY DEVELOPMENT DEPARTMENT



REVISED Request for Zoning Board of Appeals

Re: 2927 Ridge Rd

Owner: Hans Eric Bippus & Denise Bippus 559 Napa Valley Milford, MI 48381

Owner has inherited this property from his Mother Owner has grown up in this house as child

Owner shall be moving back to Michigan and enjoying this new home as their permanent residence Owner wishes to demolish existing home & construct a new home on this property

In designing a new home serval factors were considered.

- 1. Minimum lot size, owner seeks a variance per section 3.1.6 from 80' frontage, 12,000 sq. ft. to the existing lot size of 50' frontage 10,400 sq. ft.
- 2. Minimum side yard set back of 10' per section 3.1.6 to a setback of 5' to the structure with roof overhang encroaching 1' into the 6' setback net set back from Roof overhang to property line 5'
 - a. 2nd floor Cantilevers to extend into the 10' setback areas, max 2'-4" to 7'-8" from property line
- 3. Maximum height to mid roof of 25' per section 3.1.6 to 27' height of new structure
- 4. Maximum Lot Coverage from *per section 3.1.6* from 20% to 30.4%

In designing a home of today's standards and amenities these standards could not be met and the owner hereby requests relief from the Zoning Board of appeals in the above matters.

A preliminary plan is attached with a concept home elevation which will be incorporated into the design.

A Topographical survey is also attached showing the existing structure.

A preliminary plot plan will be submitted before the meeting deadline with the proposed house staked per ZBA requirements

Owners here by Appoint Michael Moceri Inc, Construction Manager to act in our behalf in securing the zoning variances listed above and on the application.

4-23-25

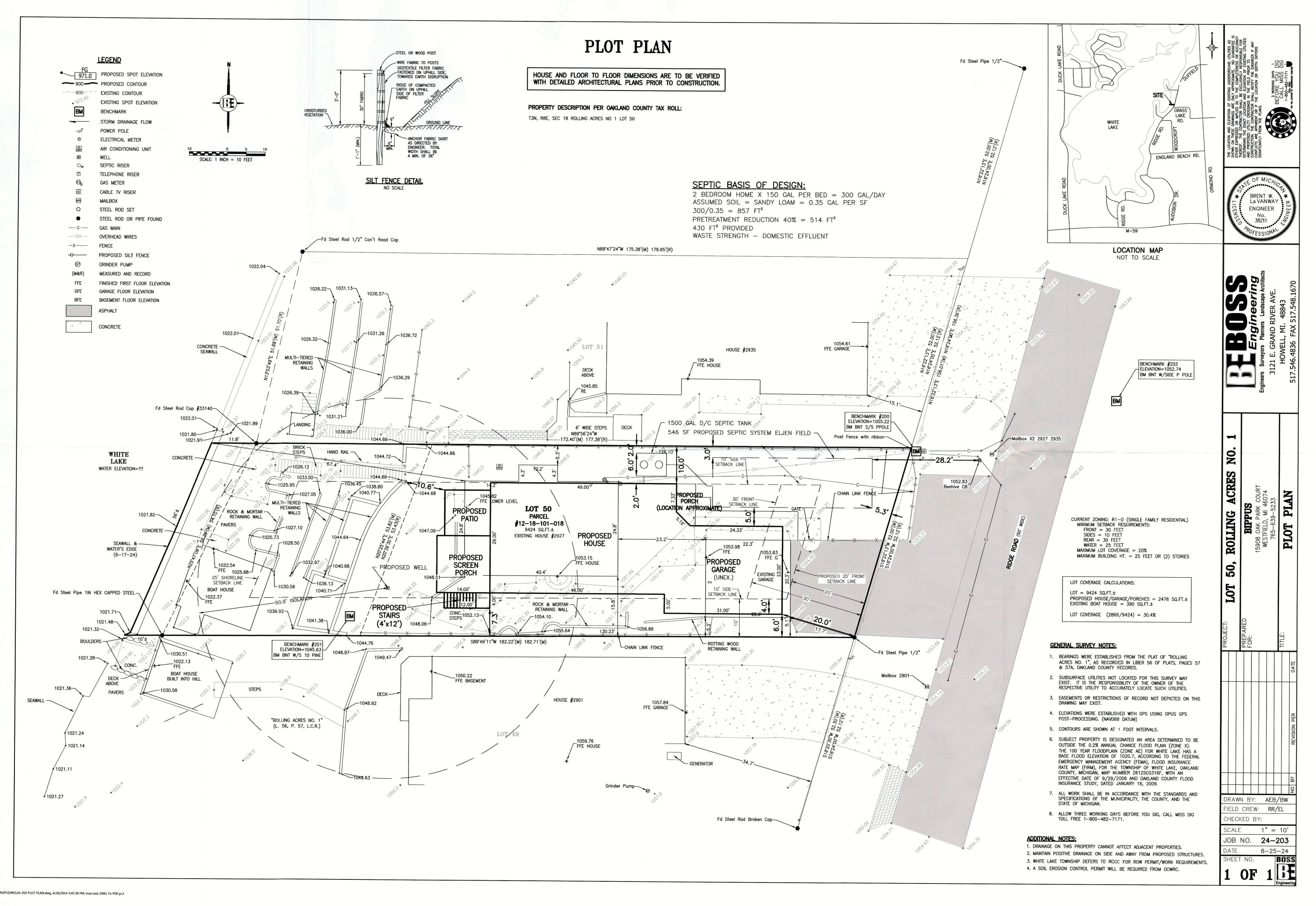
Date

Hans Eric Bippus

Denise Bippus

Date

4-23-25

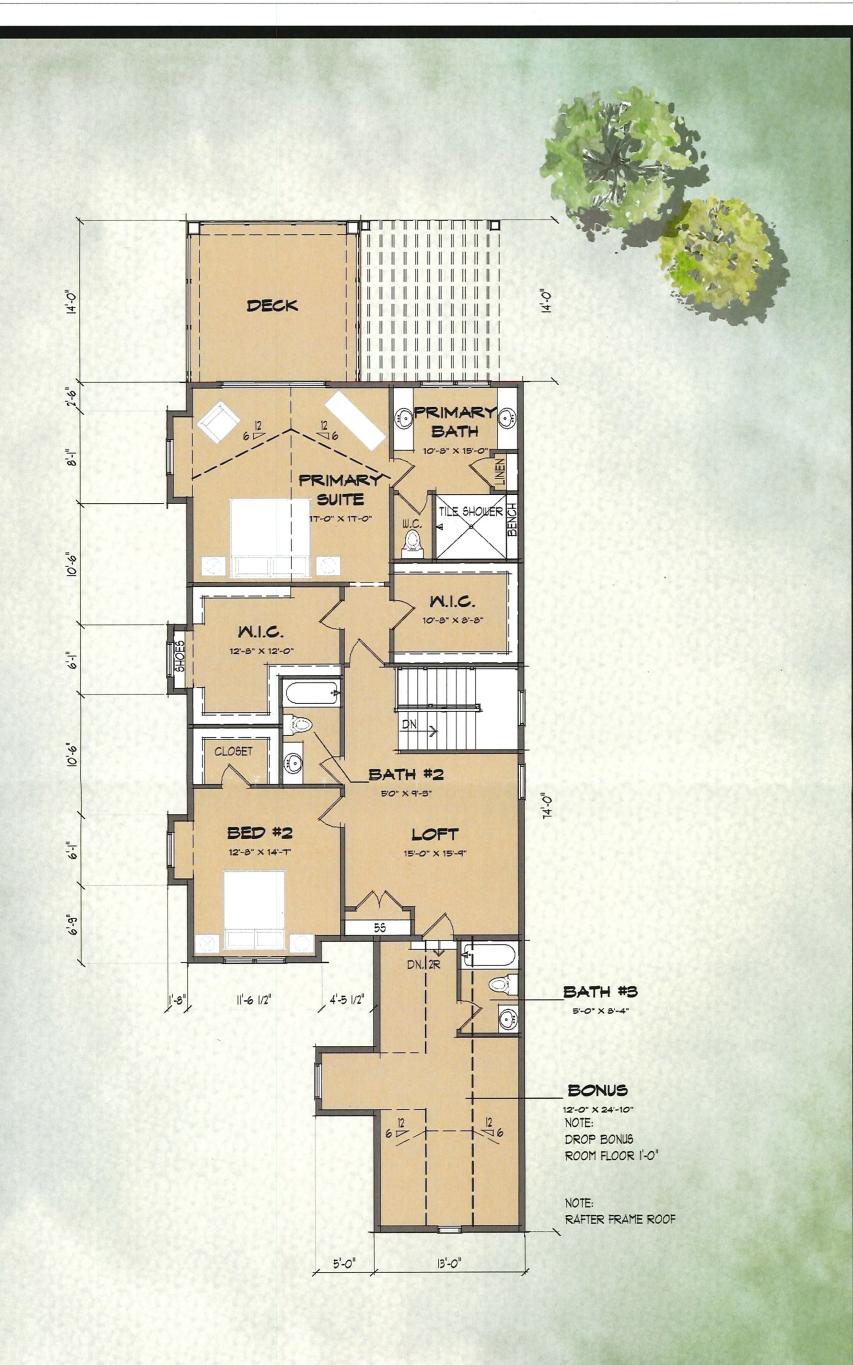


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FIRST FLOOR PLAN

10'-1 1/8" CLG. HT. 2 X 6 EXTERIOR WALLS 1733 SQ. FT. LOT COVERAGE ALLOWED:1874 SQ. FT. (20%) PROPOSED:2357 SQ. FT. (25%)



SECOND FLOOR PLAN

8'-1 1/8" CLG. HT. 2 X 6 EXTERIOR WALLS 1466 SQ. FT.



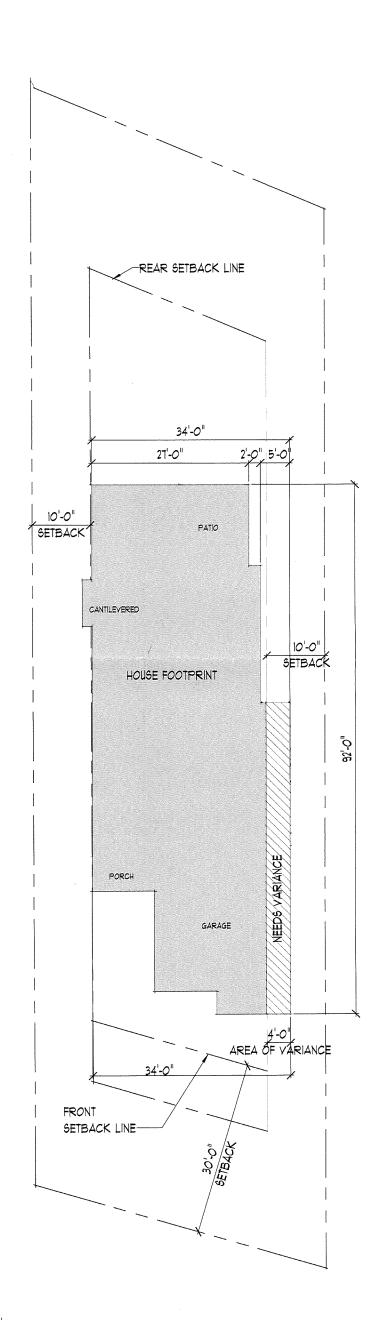
PROPOSED LAKEFRONT ELEVATION

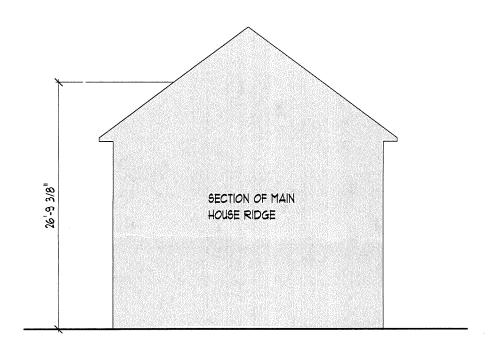
ROOF LINES MAY VARY ONCE IN CONSTRUCTION DRAWINGS



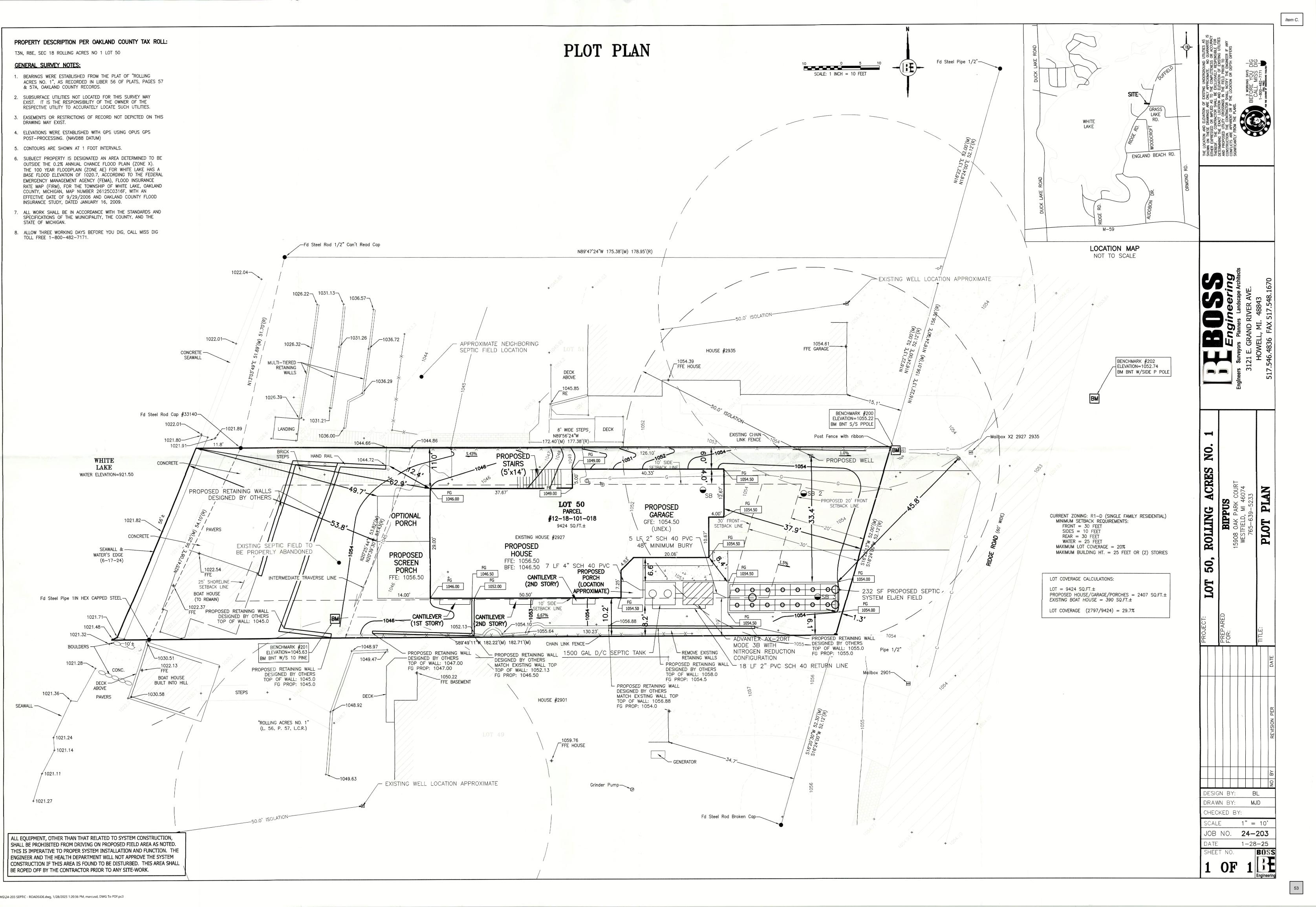
PROPOSED STREET SIDE ELEVATION

ROOF LINES MAY VARY ONCE IN CONSTRUCTION DRAWINGS





BUILDING HEIGHT DIAGRAM





HEALTH DIVISION

Kate Guzmán, Health Officer (248) 858-1280 | health@oakgov.com

PERMIT TO INSTALL AN ONSITE WELL

PERMIT #: EHW-2024-00407

04/25/2025 Issue Date:

APPLICATION RECEIPT DATE:

06/26/2024

PARCEL ID #: 1218101018

PROPERTY ADDRESS:

2927 RIDGE RD

WHITE LAKE, MI 48383

WELL INFORMATION: Type of Well:

New Drinking Water Well

OWNER:

URSULA R BIPPUS, HANS BIPPUS

WHITE LAKE, MI 48383

2927 RIDGE RD

APPLICANT: Name:

MICHAEL MOCERI INC

25201 ALEXA DR Address:

COMMERCE TWP, MI 48390

Phone:

Name:

Address:

Phone:

248-240-3032

PERMIT APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Minimum Isolation Distances:

50 feet from any septic tank or drainfield.

Deviation: See special conditions Comments:

Greater than 50 feet from storm drains.

Comments:

Deviation: See special conditions

Subdivision Requirements:

Special Conditions:

Well must penetrate 10ft clay barrier or demonstrate not less than 50ft of submergence.

Deviation Granted:

Yes

Comments:

Special Sampling:

Sampling Frequency:

THIS PERMIT IS VOID AFTER TWO (2) YEARS FROM DATE OF ISSUE

Sanitarian:

Matthew Mehnert

Supervisor:

Joseph Kaighen

SEE NEXT SECTION FOR OTHER CONDITIONS



HEALTH DIVISION

Kate Guzmán, Health Officer (248) 858-1280 | health@oakgov.com

PERMIT#:

EHW-2024-00407

Parcel ID:

1218101018

Property Address:

2927 RIDGE RD WHITE LAKE, MI 48383

OTHER PERMIT CONDITIONS:

- · CALL FOR GROUT INSPECTION WHEN WORK BEGINS.
- · Required isolation distances must be met.
- Call for water sample collection and final inspection upon completion of the well. Satisfactory bacteriological and nitrate sample
 results are required before the placing the new, repaired, or reconditioned water supply system into service.
- Well log and/or abandonment records must be submitted within 60 days of well completion and/or plugging activity.
- Installation must comply with Michigan Water Well Construction and Pump Installation Code, Part 127, Act 368 of the Public Acts of 1978 as amended, and rules, and Act 399 of 1976 as amended and administrative rules.
- · If applicable, proper abandonment of a flowing well shall stop the flow by plugging the well with neat cement or concrete grout.
- If applicable, any existing or unused water wells onsite must be properly abandoned with proper documentation submitted in compliance with Michigan Water Well Construction and Pump Installation Code, Part 127, Act 368 of the Public Acts of 1978 as amended, and rules, and Act 399 of 1976 as amended and administrative rules; or certified in writing as usable for intended purposes.
- This Onsite Well Permit does not ensure an Onsite Wastewater Treatment System Permit. An Onsite Well installation may
 reduce or eliminate an approved onsite wastewater treatment system area resulting in denial of an application for an Onsite
 Wastewater Treatment System Permit.
- Act 53, P.A. 1974 requires the applicant to notify the public utilities prior to excavation. In addition, you must call 1-800-MISS DIG to locate public underground utilities.
- Owner may be required to comply with other applicable laws, regulations, ordinances, and codes related to the water supply at this location.



Leigh Anne Stafford, Health Officer (248) 853-3280 | health Quality Com

OAKLAND COUNTY HEALTH DIVISION ENVIRONMENTAL HEALTH SERVICES

REQUEST FOR DEVIATION FROM GROUNDWATER QUALITY CONTROL ACT

This form needs to be mailed in separately.

Please indicate your Application Tracking Number on the form.

Application Tracking Number EHW : 24.	00407Parcel ID 12-18-101-018
PROPERTY INFORMATION: City/Village/Township_ White La	te Tup
2927 Ridge Zoo	1 50 Rolling Acres No-1 LOT# SUBDIVISION
STREET ADDRESS	LOT# SUBDIVISION
OWNER INFORMATION: Name EiceDe	onisi Sippris 765-639-5233 Milford, Mr 48381
559 Napa Velly	Dr. Milford, Mr 48381
MAILING ADDRESS	4-16-25 WARDIRE DATE
(SIG	WADURE DATE
DEVIATION REQUESTED AND REASON (Include Seption of well at fire of well at the fire of Dev Board of Reason (Include Seption of Reason (Include Se	From Sept. L. Stormson. (include
See attached Boss Eng.	
See and wall 13033 2009	, , , , , ,
APPROVAL/DENIAL Approved	☐ Denied
Well must practicate loft clay ber	not or demonstrate ust less than
Soft a subvisione	
4	M. Mels 4/13/15
	EHS Representative/Date

North Oakland Health Center | 1200 N. Telegraph Road 34E | Pontiac, MI 48341-0432 | (248) 858-1280 | oakgov.com/health South Oakland Health Center | 27725 Greenfield Road | Southfield, MI 48076-3663 | (248) 424-7000 | oakgov.com/health

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Owner Request to Install an Alternative and/or Engineered Alternative **Onsite Wastewater Treatment System in Oakland County**

Eric & Denise Bippus , hereby request that approval be considered by the Oakland County Health Division for the installation of an alternative and/or engineered alternative wastewater treatment system.

This request is submitted with respect to the	e following parcel:				
Property Address: 2927 Ridge Road					
Lot(s):50	Subdivision: Rolling Acres	Parcel ID:12-18-101-018			
Section: 18	Township: White Lake Township	ATN: EHS. 24.00531			
Type of Alternative Technology:					
Advantex A	K-20RT Mode 3B with Denitrification and Eljen I	343 480 50 Pt Elver Bed			
Description of Project:					
Proposed 2 bedroom house on an existing developed property					
(Scaled/detailed plot plan or engineered plans may	be required)				

Approval of Alternative and/or Engineered Alternative Onsite Wastewater Treatment Systems by the Oakland County Health Division

A conventional onsite wastewater treatment system includes one or more septic tanks, a soil absorption system with non-uniform distribution of effluent, and all associated connections, fittings, and appurtenances installed below original grade in accordance with Sections 6 and 7 of Article III. All systems that fall outside of this description shall be considered alternative or engineered alternative.

The Oakland County Sanitary Code Article III allows for the acceptance of alternative and engineered alternative systems in the treatment and disposal of sanitary sewage. This provides for practical applications of innovative design, alternative technology, and may include pretreatment.

Alternative or engineered alternative onsite wastewater treatment systems may require the submittal of engineered plans and ongoing maintenance contracts. Therefore, alternative or engineered alternative systems may be required to meet special conditions before they are approved and often have deeded restrictions and/or limitations.

The approval of alternative or engineered alternative wastewater treatment systems and/or pretreatment does not guarantee the system against failure. Failure to provide routine maintenance as recommended by the manufacturer will reduce the life expectancy of the system and may be a violation of the conditions of the installation permit. It is the responsibility of the property owner to assure that the system functions as designed, that routine maintenance is provided when required, and the system does not pose a threat to Public Health.

Agreement

I/We understand that approval by Oakland County Health Division for any onsite wastewater treatment system provides no guarantees for a normal use period. I/we will immediately rectify any failure of the onsite wastewater treatment system as determined by the Oakland County Health Division. I also understand it may be necessary to obtain an annual Operation Permit from the Oakland County Health Division for the life of the system. Failure to comply with the Operation Permit will result in expenses and penalties that shall be assessed against the property and treated in the same manner as taxes assessed under the general tax laws of thic State

J. Sy		1-10-2	025	
Property Owner(s) Signature		Date		
OFFI	CE USE ON	VLY	THE PROPERTY OF THE SECTION OF THE S	विकास स्थापन स्थापन स्थापन स्थापन
Sanitarian M. Maliact, RS	Sup Initials	1-74-72	Approved	☐ Disapproved

The Oakland County Health Division will not deny participation in its programs based on race, sex, religion, national origin, age or disability.

State and Federal eligibility requirements apply for certain programs.

JAN 1 8 2025



HEALTH DIVISION

Kate Guzmán, Health Officer (248) 858-1280 | health@oakgov.com

PERMIT TO INSTALL AN ON-SITE SEWAGE DISPOSAL SYSTEM

PERMIT #: <u>EHSI-2024-00531</u>

Issue Date:

04/24/2025

1218101018 PARCEL ID #:

APPLICATION RECEIPT DATE:

06/26/2024

PROPERTY ADDRESS:

2927 Ridge Rd, White Lake, MI 48383

SEPTIC INFORMATION: Proposed Use and Type:

No. of Bedrooms: 2

Residential New

APPLICANT:

OWNER: Name:

URSULA R BIPPUS, HANS BIPPUS

Name:

MICHAEL MOCERI INC

Address:

559 NAPA VALLEY DR

Address:

25201 ALEXA DR COMMERCE TWP, MI 48390

Phone:

MILFORD, MI 48381

Phone:

248-240-3032

PERMIT APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Tank:

Size of Septic (Gallons)

Tank Type No. of Compartments

1500 800

Septic Tank (Concrete) 2

Septic Tank (Fiber Glass)

Advantex AX20RT MODE:

Soil Absorption System:

Drainage bed consisting of 480 sq. ft.

Stipulations:

Locate absorption system over boring 3 per approved engineered plan Cut drainage bed 100% 4ft to sand and gravel Backfill with 2NS sand to absorption system grade

Pre-Final Inspection:

Call when work begins

Bed-Call for midcut inspection prior to backfilling

THIS PERMIT IS VOID AFTER TWO (2) YEARS FROM DATE OF ISSUE

Sanitarian: Matthew Mehnert

Supervisor: Joseph Kaighen

SEE NEXT PAGE FOR ADDITIONAL INFORMATION AND REQUIRMENTS

Page 1 of 5



HEALTH DIVISION

Kate Guzmán, Health Officer (248) 858-1280 | health@oakgov.com

PERMIT#: EHSI-2024-00531

Parcel ID: 1218101018

Property Address:

2927 Ridge Rd, White Lake, MI 48383

Minimum Isolation Distances to be Maintained:

10 feet from building foundations	SCAB Approved: Install per approved engineered plan.
10 feet from property lines	SCAB Approved: Install per approved engineered plan.
50 feet from private well	SCAB Approved: Install per approved engineered plan.
50 feet from storm drains and catch basins designed to divert surface	SCAB Approved: Install per approved engineered plan.
waters	

Special Conditions:

- A soil entrapping barrier shall be provided. Acceptable cover shall be non-woven fabric with a weight not to exceed two (2) ounces per square yard, minimum trapezoidal tear strength of ten (10) pounds, and minimum puncture strength of eight (8) pounds.
- Prior to Health Division final approval, a copy of the recorded deed restriction shall be submitted. The deed restriction recorded with the Oakland County Register of Deeds shall include a notification of the technology used and description of the necessary maintenance.
- Effluent filters shall meet NSF/ANSI Standard 46. Effluent filters shall be rated by the manufacturer with a minimum daily flow rate of one and one-half (1.5) times the total required septic tank capacity.
- Sewer lines to and from all tanks and between a tank and head or distribution box shall be constructed of solid pipe with sealed joints, Schedule 40 PVC (solid).
- Final cover shall be 8 to 24 inches over the soil absorption system.
- Plan#:24-203 Rev. Date: 3/4/25 Eng's Name:Brent LaVanway Plan approval is contingent upon the designing engineer
 establishing all grades. Making sufficient inspections during construction to assure compliance with plans and providing
 this office with a signed statement to that affect. A final inspection by the Health Division is required.
- In no case shall any driveway, parking area, paved surface, swimming pool, stockpiled material or building be placed over the Onsite Wastewater Treatment System.
- Failure to conduct required maintenance or perform corrections recommended by the maintenance provider shall result in penalties set forth in the Oakland County Sanitary Code.
- Old tank onsite must be properly abandoned.
- Risers shall be a minimum of twenty-four (24) inches in diameter, water tight and tamper resistant with a locking mechanism or boltheads that need specialized tools for access.



HEALTH DIVISION

Kate Guzmán, Health Officer (248) 858-1280 | health@oakgov.com

PERMIT#: EHSI-2024-00531

Parcel ID: 1218101018

Property Address:

2927 Ridge Rd, White Lake, MI 48383

Comments:

Advantex AX20RT Mode 3 B Final disposal- 30 Eljen B43 pressure dosed pods. Plan approved by Sanitary Code Appeal Board 4/16/25. 2 BEDROOM ONLY

Replacement Area:

Adequate replacement available?: No,

STANDARD PERMIT REQUIREMENTS:

- Must install system in accordance with OCHD Sanitary Code, Article III and/or Michigan Criteria for Subsurface Sewage Disposal.
- Required isolation distances must be verified by the installer.
- Call to schedule all necessary inspections prior to the completion of the installation.
- Call to schedule a final inspection prior to covering the system.
- Act 53, P.A. 1974 requires the applicant to notify the public utilities prior to excavation. In addition, you must call 1-800-MISS-DIG to locate public underground utilities.
- This Onsite Wastewater Treatment System Permit does not ensure an Onsite Well Permit. An Onsite Wastewater
 Treatment System installation may reduce or eliminate an approved well area resulting in denial of an application for an
 Onsite Well Permit.



HEALTH DIVISION

Kate Guzmán, Health Officer (248) 858-1280 | health@oakgov.com

PERMIT#: EHSI-2024-00531

Parcel ID: 1218101018

Property Address:

2927 Ridge Rd, White Lake, MI 48383

APPROVED BORINGS:

Boring# 1	Soils Observed by:	mehnertm

Boring HSWT HSWT Depth Ground Depth of Captured Date Captured By Label Observe Indicator HSWT Water

1 No No 07/25/2024 mehnertm

Texture(s)

Topsoil Texture Color Depth **Depth Units** Size Wetness Soil Info Inch Sandy Loam 6 Topsoil 3.5 Feet Sandy Loam 4 Feet Gravel Sand

Boring # 2 Soils Observed by: mehnertm

Boring HSWT HSWT Depth Ground Depth of Captured Date Captured By Label Observe Indicator HSWT Water Water

2 No No 07/25/2024 mehnertm

Texture(s)

Depth Depth Units Topsoil Texture Size Wetness Soil Info Color 12 Inch Topsoil Sandy Loam 3 Feet Sandy Loam 4 Feet Gravel Sand



HEALTH DIVISION

Kate Guzmán, Health Officer (248) 858-1280 | health@oakgov.com

PERMIT#: EHSI-2024-00531

Parcel ID:

1218101018

Property Address:

2927 Ridge Rd, White Lake, MI 48383

loring# 3 Boring Label		s Observed by HSWT Indicator	: mehne Depth HSWT	rtm Ground Water	Depth of Water	Captured Date	Captured By
3	No			No		12/18/2024	mehnertm
exture(s)							and the state of t
Depth	Depth Units	Size	Wetn	ess	Soil Info	Topsoil Texture	Color
4	Feet				Sandy Loam		
5.5	Feet	Gravel			Sand		

2927 RIDGE RD WHITE LAKE

Legend

Well - Site

Proposed Well

GPS Well

GPS Septic Tanks

Septic Lid

GPS Soil Borings

GPS Field Notes

Septic Tank - Site

Proposed

Septic Area - Site

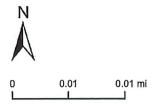
Initial Area

Parcel Sketch Lines ~ Site

◆ Dimension Line - Site

OC Tax Parcel

2ft Contours (Print Quality)



Oakland County Health Division Oakland County, MI 4/18/2025, 11:45:11 AM



2927 RIDGE RD WHITE LAKE

Legend

Well - Site

- Proposed Well
- GPS Well

GPS Septic Tanks

- Septic Lid
- GPS Soil Borings
- GPS Field Notes

Septic Tank - Site

Proposed

Septic Area - Site

- Initial Area
- Parcel Sketch Lines Site
- Dimension Line Site
- OC Tax Parcel
- 2ft Contours (Print Quality)





0 0.01 0.01 mi

Oakland County Health Division Oakland County, MI 4/18/2025, 11:45:11 AM

Item D.

Rik Kowall, Supervisor Anthony L. Noble, Clerk Mike Roman, Treasurer



Trustees Scott Ruggles Liz Fessler Smith Andrea C. Voorheis Michael Powell

WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

June 20, 2024

Hans Eric Bippus 15908 Oak Park Ct Westfield, IN 46074

Re: Proposed Residential Structure at 2927 Ridge

Based on the submitted plans, the proposed residential structure does not satisfy the White Lake Township Clear Zoning Ordinance for R1-D zoning district.

Article 3.1.6 of the White Lake Township Clear Zoning Ordinance: Requires a minimum side yard setback 10 feet each side and total of 20 ft, minimum lot size of 12,000 sq ft, and minimum lot width of 80 ft.

The existing lot and structure are legal non-conforming. The approximate 10,106 sq ft lot contains a residential structure which is planned to be demolished. The submitted permit application for the proposed new structure, indicates a side yard setback of 5 ft on one side, for a total side yard setback of approximately 15 ft. Be aware, **Article 5.3 of the White Lake Township Clear Zoning Ordinance** indicates that any newly constructed projection must not extend into the 5 ft side yard setback. It is not clear from the submitted plans if the proposed structure encroaches the required 30 ft front yard setback, or if it will encroach the required 10 ft separation from the non-conforming accessory structure in the front yard.

Please note that the septic and well for this property must be approved by the Oakland County Health Division before any permits are issued. Also, other than cosmetic, no structural or physical changes can be made to the non-conforming lake house.

Approval of the building plans is subject to a variance to the schedule of regulations, Article 7 of the White Lake Township Clear Zoning Ordinance. To be eligible for the July 25th Zoning Board of Appeals (ZBA) meeting, complete application must be submitted to the White Lake Township Planning Department no later than June 27th at 4:30 PM. *Be advised, a certified boundary and location survey showing existing structures, proposed structures, setbacks, well and septic locations, and total lot coverage will be required by the ZBA. The survey must be submitted to the Planning Department a minimum of 3 weeks prior to the meeting.* The Planning Department can be reached at (248)698-3300, ext. 5

Sincerely,

Nick Spencer, Building Official

White Lake Township

WHITE LAKE TOWNSHIP ZONING BOARD OF APPEALS

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO:

Zoning Board of Appeals

FROM:

Andrew Littman, Staff Planner

DATE:

May 13, 2025

Agenda item:

8D

Appeal Date:

February 27, 2025 (Revised Plans Received on April 29th)

Applicant:

Allied Signs

Address:

33650 Giftos Drive

Clinton Township, MI 48035

Location:

10951 Highland Road

White Lake, MI 48386

Zoning:

GB, General Business

Property Description

The 14-acre parcel identified as 10951 Highland Road is located on the south side of Highland Road, east of Elizabeth Lake Road, and zoned GB (General Business).

Relevant Background

On March 27, 2025, the Applicant appeared before this body to request size variances to replace and enlarge two existing "Kroger Marketplace" wall signs. The first sign, on the north façade and pictured below, was proposed to be 229.5 square feet.

• Sign #1 (on the north façade)





EXISTING
PROPOSED 1 TO DOSE 4 227:30 SYNT
SCOPE OF WORK: FRONT ELEVATION - REMOVE OVAL AND INSTALL NEW BLUE KROGER WITH CART LETTER SET AND MARKETPLACE LETTER SET - SCALED TO FIT.
*ARCH-45/6" Y 24'

- *KROGER OVAL: 90" X 118" = 73.75 sqft
 *MARKETPLACE: 54" X 20'6" = 92.25 sqft
- *Total square feet of existing = 166 sqft

The second sign, on the west façade and pictured below, was proposed to be 265.5 square feet.

• Sign #2 (on the west façade)





EXISTING PROPOSED PROPOSED PROPOSED PROPOSED = 265.90 Sqft

SCOPE OF WORK: LEFT ELEVATION - REMOVE OVAL AND INSTALL NEW WHITE KROGER WITH CART LETTER SET AND MARKETPLACE LETTER SET - SCALED TO FIT.

*KROGER OVAL: 90" H X 118" L = 73.75 sqft

^{*}MARKETPLACE: 54" X 20'6" = 92.25 sqft

^{*}Total square feet of existing = 166 sqft

Ultimately, this body decided to postpone the Applicant's appeal until it removed unauthorized temporary signage and resized Sign #2 to be no larger than 200 square feet.

Last month, the temporary signage was removed and the Applicant submitted revised plans that show Sign #2 as 199.9 square feet in area (see below). Since Sign #2 is now proposed to be under the 200 square feet standard, a variance is not needed for that sign. However, in the revised plans, the proposal for Sign #1 has remained the same.

Applicant's Proposal

Allied Signs, the Applicant, is proposing to replace and enlarge an existing "Kroger Marketplace" wall sign on the north façade of the Kroger located at 10951 Highland Road.





EXISTING PROPOSED 1 Proposed = 229.50 sqft

SCOPE OF WORK: FRONT ELEVATION - REMOVE OVAL AND INSTALL NEW BLUE KROGER WITH CART LETTER SET AND MARKETPLACE LETTER SET - SCALED TO FIT.
*ARCH - 45'6" X 24'

- *KROGER OVAL: 90" X 118" = 73.75 sqft
- *MARKETPLACE: 54" X 20'6" = 92.25 sqft
- *Total square feet of existing = 166 sqft

As shown above, the Applicant proposes to increase the total square footage of the sign from 166 square feet to 229.5 square feet. Because this sign is one of 6 wall signs currently on the front (north) façade of the Kroger store, it is legally nonconforming.

Planner's Report

Article 5.9.J.ii of the Township's Zoning Ordinance specifies the size and number of wall signs allowed on the subject building. Article 5.9.J.ii.a states that the maximum size of any individual wall sign is 200 square feet. Article 5.9.J.ii.b asserts that principal buildings with front facades at least 250 feet long may be permitted a total of 3 wall signs, however, an additional wall sign is permitted when a parcel has frontage on two streets (as is the case here).

The proposed "Kroger Marketplace" sign would replace one of 6 wall signs on the building's front (north) façade. The requested variances are listed in the following table:

Variance #	Ordinance Section	Subject	Standard	Requested Variance
1	Article 5.9.J.ii.a	Maximum Size of Wall Signs	200 square feet	29.5 square feet
2	Article 5.9.J.ii.b	Maximum Number of Wall Signs	3 wall signs on front façade of principal building	1 wall sign on front façade of principal building
3	Article 7.23	Nonconforming Structures	No enlargement of a nonconforming structure that increases nonconformity	Enlargement that increases the nonconformity

Zoning Board of Appeals Options:

Approval: I move to approve the variances requested by Allied Signs from Article 5.9.J.ii and Article 7.23 of the Zoning Ordinance for Parcel Number 12-22-301-014, identified as 10951 Highland Road, in order to replace an existing legally nonconforming wall sign with a new 229.5 square-foot wall sign reading "Kroger Marketplace." This approval is conditional on the applicant obtaining all necessary permits from the White Lake Township Building Division.

<u>Denial:</u> I move to deny the variances requested by Allied Signs for Parcel Number 12-22-301-014, identified as 10951 Highland Road, due to the following reason(s):

Postpone: I move to postpone the appeal of Allied Signs to a date certain or other triggering mechanism for Parcel Number 12-22-301-014, identified as 10951 Highland Road, to consider comments stated during this public hearing.

Attachments:

- 1. Variance application dated February 27, 2025
- 2. Applicant's sign plan
- 3. Letter of denial from the building department

7.37 STANDARDS

General variances: The Zoning Board of Appeals may authorize a variance from the strict application of the area or dimensional standard of this Ordinance when the applicant demonstrates <u>all</u> of the following conditions "A – E" or condition F applies.

- A. Practical difficulty: A practical difficulty exists on the subject site (such as exceptional narrowness, shallowness, shape or area; presence of floodplain; exceptional topographic conditions) and strict compliance with the zoning ordinance standards would unreasonably prevent the owner from using of the subject site for a permitted use or would render conformity unnecessarily burdensome. Demonstration of a practical difficulty shall have a bearing on the subject site or use of the subject site, and not to the applicant personally. Economic hardship or optimum profit potential are not considerations for practical difficulty.
- B. Unique situation: The demonstrated practical difficult results from exceptional or extraordinary circumstances or conditions applying to the subject site at the time the Ordinance was adopted or amended which are different than typical properties in the same zoning district or the vicinity.

- Not self created: The applicants problem is not self created.
- D. Substantial justice: The variance would provide substantial justice by granting the property rights similar to those enjoyed by the majority of other properties in the vicinity, and other properties in the same zoning district. The decision shall not bestow upon the property special development rights not enjoyed by other properties in the same district, or which might result in substantial adverse impacts on properties in the vicinity (such as the supply of light and air, significant increases in traffic, increased odors, an increase in the danger of fire, or other activities which may endanger the public safety, comfort, morals or welfare).
- E. Minimum variance necessary: The variance shall be the minimum necessary to grant relief created by the practical difficulty.
- F. Compliance with other laws: The variance is the minimum necessary to comply with state or federal laws, including but not necessarily limited to:
 - The Michigan Right to Farm Act (P.A. 93 of 1981) and the farming activities the Act protects;
 - ii. The Americans with Disabilities Act of 1990 (as amended), and the needs of handicapped individuals the Act protects, including accessory facilities, building additions, building alterations, and site improvements which may not otherwise meet a strict application of the standards of this Ordinance.

Under no circumstances shall the Board of Appeals grant a variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.

Item D.

Item C.

CHARTER TOWNSHIP OF WHITE LAKE ZONING BOARD OF APPEALS APPLICATION

Community Development Department, 7525 Highland Road, White Lake, Michigan, 48383 (248) 698-3300 x5

APPLICANT'S NAME: Allied Signs, Inc. PHONE: 586-791-7900 ADDRESS: 33650 Giftos, Clinton Twp. MI 48035 APPLICANT'S EMAILADDRESS: Kim@alliedsignsinc.com APPLICANT'S INTEREST IN PROPERTY: OWNER BUILDER OTHER: Sign Contractor
ADDRESS OF AFFECTED PROPERTY: Kroger, 10951 Highland Rd. PARCEL # 12 - 22-301-004
CURRENT ZONING: GB PARCEL SIZE: 14.03 acres
·
STATE REQUESTED VARIANCE AND ORDINANCE SECTION: To be allowed a total of (7) wall signs that total 665.16 sqft.
VALUE OF IMPROVEMENT: \$\frac{30,900.00}{} SEV OF EXISITING STRUCTURE: \$\frac{1}{20}\$
STATE REASONS TO SUPPORT REQUEST: (ATTACH WRITTEN STATEMENT TO APPLICATION)
APPLICATION FEE: CALCULATED BY THE COMMUNITY DEVELOPMENT DEPARTMENT APPLICANT'S SIGNATURE: DATE:



QTY.	DESCRIPTION	SQ. FT.	EXISTING SQ. F
1	PICKUP LTR. SET W/CART	63.1	
1	KROGER MP W/ CART	229.5	166
1	KROGER MP W/ CART	199.90	166
1	STARBUCKS SIGN	25	49
1	MONUMENT CABINET		
2	MONUMENT REPLACEMENT FACE		
1	PHARMACY LETTERS	- 31.1	
	KROGER OVAL & PHARMACY		77.50
1	MURRY'S SIGN - TO BE REMOVED		25.33
1	PDT LETTERS	28.9	
1	RX DRIVE THRU - TO BE REMOVED		63
1	Comerica Bank sign to REMAIN	21.66	21.66
	Total square footage for proposed	599.16	Total of existing = 568.49

NOTE: WE ARE REMOVING THREE SIGNS AND RELOCATING ONE IN ORDER TO ADD PICKUP. ALSO, WE ARE REDUCING SF OF SIGNS WITH STARBUCKS.

Total existing = 568.49 sqft Total proposed = 599.16 sqft Total request = 30.67 sqft



EXISTING FRONT ELEVATION

KROGER #759 10951 HIGHLAND ROAD WHITE LAKE, MI

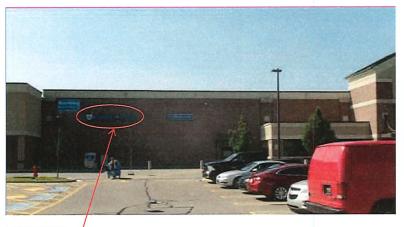


HIS IS AN ORIGINAL UNPUBLISHED DRAWING REATED FOR YOUR PERSONAL USE IN ONN OTHER PROJECT PANNET PROJECT POWER PROJECT OF THE PROJECT POWER PROJECT POWER PROJECT POWER PROJECT POWER PROJECT POWER PROJECT COPIED, OR EXHIBITED IN ANY ASHION UNLESS AUTHORIZED IN WRITING BY AN FRICER OF CUMMINGS SIGN.



DRAWING NO: 1162988766.03

S. Hawke/J. Allington



80'-0"

PROPOSED (A) 63.10 sqft

PROPOSED

SCOPE OF WORK: FRONT ELEVATION - INSTALL NEW PICKUP LETTERS.

REMOVE RX DRIVE-THRU LETTERS.

Existing: $42" \times 18' = 63$ sqft

Photo of banner removed



3 Comerica Bank sign is to remain. Sign is 26" x 120" = 21.66 sqft

KROGER #759 10951 HIGHLAND ROAD WHITE LAKE, MI



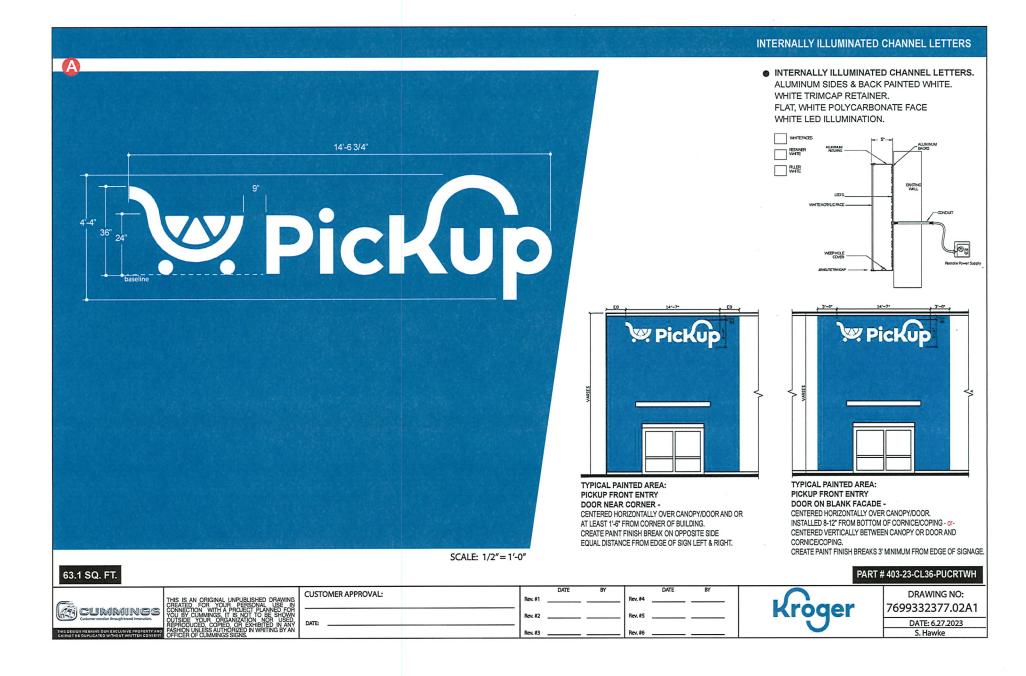


JSTOMER APPROVAL:		DATE	BY		DATE	BY
OSTOWER AFFROVAL				Rev. #4		
TE:	Rev. #2			Rev. #5		
	Rev. #3			Rev. #6		

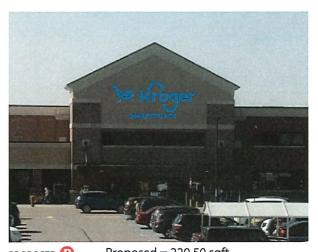


DRAWING NO: 1162988766.03 4.15.25

S. Hawke







EXISTING

PROPOSED 📵 Proposed = 229.50 sqftSCOPE OF WORK: FRONT ELEVATION - REMOVE OVAL AND INSTALL NEW BLUE KROGER WITH CART LETTER SET AND MARKETPLACE LETTER SET - SCALED TO FIT.

- *ARCH: 45'6" X 24'
- *KROGER OVAL: 90" X 118" = 73.75 sqft
- *MARKETPLACE: 54" X 20'6" = 92.25 sqft
- *Total square feet of existing = 166 sqft

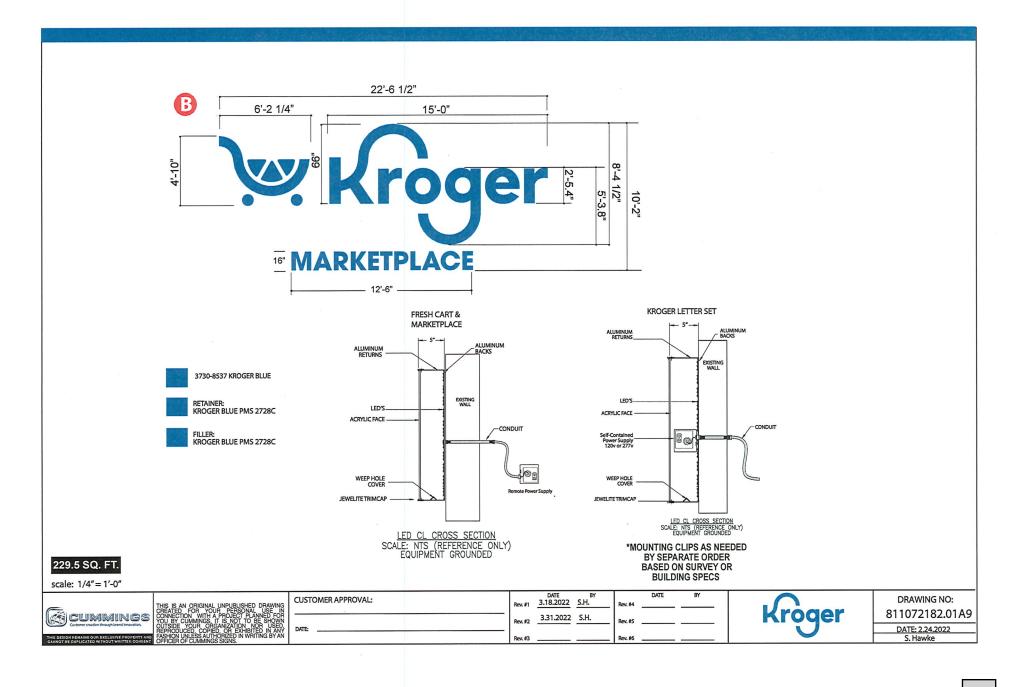
KROGER #759 10951 HIGHLAND ROAD WHITE LAKE, MI



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DRAWING NO: 1164198625.02







Rev. #5

EXISTING

SCOPE OF WORK: LEFT ELEVATION - REMOVE OVAL AND INSTALL NEW WHITE KROGER WITH CART LETTER SET AND MARKETPLACE LETTER SET - SCALED TO FIT.

*KROGER OVAL: 90" H X 118" L = 73.75 sqft

*MARKETPLACE: 54" X 20'6" = 92.25 sqft

*Total square feet of existing = 166 sqft

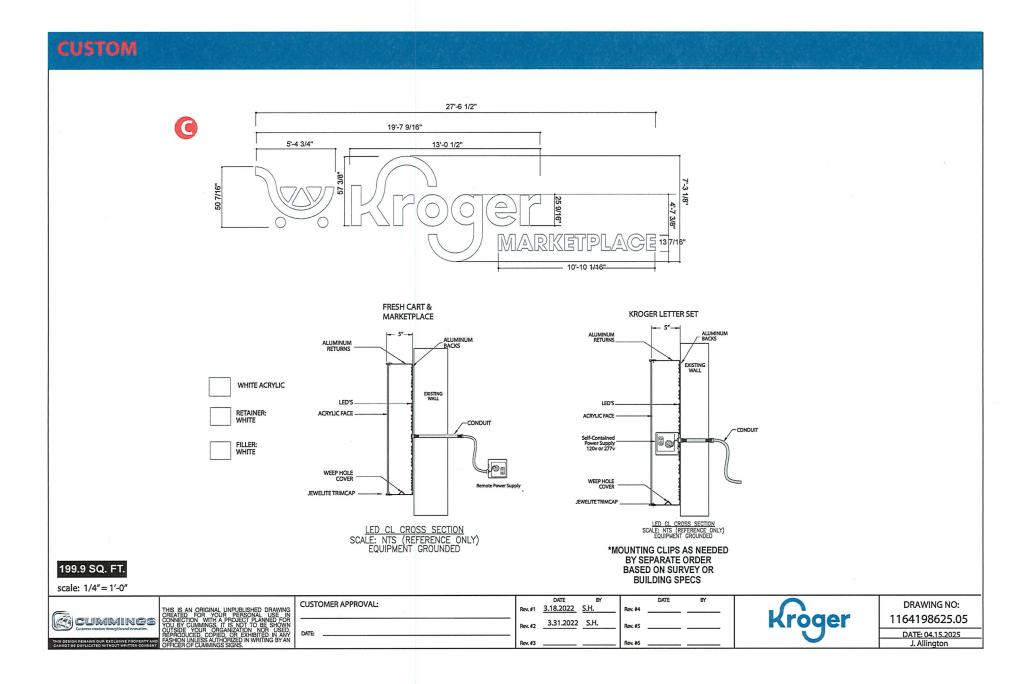
KROGER #759 10951 HIGHLAND ROAD WHITE LAKE, MI



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Krę

DRAWING NO: 1164198625.02







EXISTING

SCOPE OF WORK: FRONT ELEVATION - REMOVE AND INSTALL NEW STARBUCKS DISK.

Existing: 42" x 14' = 49 sqft

Photo of banner removed



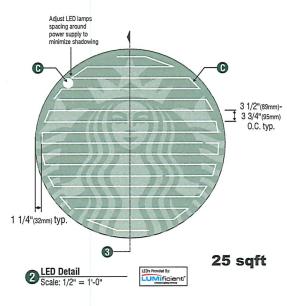
KROGER #759 10951 HIGHLAND ROAD WHITE LAKE, MI



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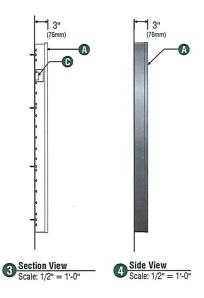
DRAWING NO: 1164198625.02





SPECIFICATIONS:

- 60"(1524mm) Single faced internally illuminated wall mount logo disk. Cabinet to be 3"(76mm) deep, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Faces to be 3/16"(5mm) Acrylite 015-2GP. 1"(25mm) black trimcap with square head screws retainer edging.
- (B) Graphics of logo to be 1st surface 3M Translucent Scotchcal vinyl- Holly Green #3630-76. Siren to show thru White.
- Internally illuminate logo disk with white LED's"installed to back of disk. Power with self-contained multi-volt power supply contained with an U.L. enclosure covered in white vinyl film. Fasten to wall with required fasteners.





THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT PLANNED FOR YOU BY CLIMMINGS SIGNS, IT IS NOT TO BE SHOWN OUTSIDE YOUR ORBANIZATION NOR USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHIOL UNLESS ALTHORZED IN WRITING BY AN OFFICER OF CUMMINGS SIGNS.

CONCEPTUAL DRAWING - FOR PRESENTATION PURPOSES ONLY. NOT FOR USE IN MFG. OR FOR FINAL CUSTOMER APPROVAL

	1	DATE	BY	1	DATE	DT	
	Rev. #1			Rev. #4			
	Rev. #2			Rev. #5			
ė,	Rev. #3			Rev. #6			



DRAWING NO: 84559

DATE: 7-21-2016





EXISTING

PROPOSED 🕕

Proposed = 31.10 sqft

SCOPE OF WORK: FRONT ELEVATION - REMOVE OVAL COMPLETELY REMOVE AND INSTALL NEW BLUE PHARMACY LETTER SET - SCALED TO FIT *ARCH: 40' X

- *KROGER OVAL: 68" H X 90" L = 42.50 sqft
- *PHARMACY: 24" X 17'6" = 35 sqft
- *Total square feet of existing = 77.50 sqft

KROGER #759 10951 HIGHLAND ROAD WHITE LAKE, MI



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UNLESS AUTHORIZED IN WRITING BY AN OFFI
CEMANICS SIGNES.



DRAWING NO: 1164198625.02

PHARMACY SIGNAGE - 2022 REMOTE LETTER SET Preferred 3730-8537 KROGER BLUE RETAINER: KROGER BLUE PMS 2728C 2'-0" PHARMACY FILLER: KROGER BLUE PMS 2728C -CONDUIT -15'-6 7/8"- TYPICAL SECTION





CUSTOMER APPROVAL:	Re
DATE:	Re
	Re





DRAWING NO: 809507037.00A

31.1 SQ. FT.

DATE: 12-10-2021 S. Hawke





EXISTINGSCOPE OF WORK: PHARMACY CANOPY - INSTALL NEW BLUE PHARMACY DRIVE THRU LETTER SET.

Proposed = 28.90 sqft

KROGER #759 10951 HIGHLAND ROAD WHITE LAKE, MI



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BE SHOWN OUTSIDE YOUR ORGANIZATION NOR USED;
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UNLESS AUTHORIZED IN WRITING BY AN OFFICEBAPE:
CHAMMOS SIGNIS.



DRAWING NO: 1164198625.02

3730-8537 KROGER BLUE RETAINER: KROGER BLUE PMS 2728C FILLER: KROGER BLUE PMS 2728C 16" PHARMACY DRIVE THRU 21'-8 3/4" -CANOPY WHITE ACRYLIC FACE WEEP HOLE COVER TYPICAL SECTION 28.9 SQ. FT. CUSTOMER APPROVAL: DRAWING NO: 784347655.02Q DATE: 11-30-2021 S. Hawke





EXISTING
SCOPE OF WORK: REMOVE MURRAY'S SIGN

PROPOSED

1 Murray's Cheese sign: 32" x 114" = 25.33 sqft

KROGER #759 10951 HIGHLAND ROAD WHITE LAKE, MI



PROJECT PLANNED FOR YOU BY CUMMINGS, IT I	WITH A NOT TO	R
BE SHOWN OUTSIDE YOUR ORGANIZATION NO REPRODUCED, COPIED, OR EXHIBITED IN ANY UNLESS AUTHORIZED IN WRITING BY AN OFF CUMMINGS SIGNS.	FASHION	R
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Rev. #2			Rev. #5		
Rev. #3			Rev. #6		



DRAWING NO: 1164198625.02 DATE: 4.15.25 J. Allington

Rik Kowall, Supervisor Anthony L. Noble, Clerk Mike Roman, Treasurer



Tr Item of Scott Ruggies
Steve Anderson
Andrea C. Voorheis
Liz Fessler Smith

WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

Kim Allard Allied Signs, Inc. 33650 Giftos Drive Clinton Township, MI 48035

Re: Proposed Signage

Based on the submitted plans, the proposed signage does not satisfy the White Lake Township Clear Zoning Ordinance.

Article 5.9.J.ii.a of the White Lake Township Clear Zoning Ordinance: The maximum size of any individual wall sign shall be two hundred (200) square feet.

Article 5.9.J.ii.b of the White Lake Township Clear Zoning Ordinance: Principal buildings with front facades at least 250 feet long may be permitted a total of 3 signs.

Both new "Kroger Marketplace" wall signs are proposed to be more than 200 square feet in size (one proposed at 229.5 square feet and the other 265.9 square feet). Moreover, these signs would result in a total of four wall signs on the approximately 450-foot long building facade fronting M-59.

Furthermore, Article 7.23.A states that a nonconforming structure may not be enlarged or altered in a way which increases its nonconformity. The existing "Kroger Marketplace" wall signs are both 166 square feet in size and legally nonconforming. Therefore, replacing them with larger signs violates this Ordinance provision.

Approval of the plans is subject to a variance to the schedule of regulations, Article 7 of the White Lake Township Clear Zoning Ordinance. To be eligible for the March 27th Zoning Board of Appeals (ZBA) meeting, a complete application must be submitted to the White Lake Township Planning Department no later than March 5th at 4:30 PM. The Planning Department can be reached at (248) 698-3300, ext. 5.

Sincerely,

Nick Spencer, Building Official White Lake Township

WHITE LAKE TOWNSHIP ZONING BOARD OF APPEALS

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO:

Zoning Board of Appeals

FROM:

Andrew Littman, Staff Planner

DATE:

May 15, 2025

Agenda item:

8E

Appeal Date:

March 25, 2025

Applicant:

PH Communities

Address:

8255 Cascade, STE 110

Commerce Township, MI 48382

Zoning:

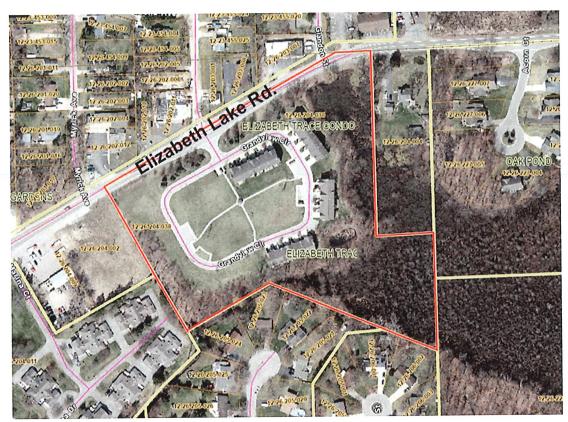
RM-1, Attached Single-Family District

Location:

South side of Elizabeth Lake Road, east of Union Lake Road

Property Description

The subject property is located on the south side of Elizabeth Lake Road and east of Union Lake Road. It is zoned RM-1 and encompasses 10.3 acres. The property is home to an existing multi-family condominium development (called "Elizabeth Trace") that currently features 19 single-family attached units within 4 buildings. The first phase of Elizabeth Trace was approved in 2004.



Source: Oakland County Property Gateway

Applicant's Proposal

The Applicant, PH Communities, seeks to complete Phase 2 of the Elizabeth Trace multifamily development. The plans for Phase 2 include an additional 6 buildings, 26 units, and 78 bedrooms.

On March 6, 2025, the Planning Commission recommended approval of the amended preliminary site plan to the Township Board subject to the following conditions: 1) sidewalk installation along the entire manicured portion of the right-of-way (Elizabeth Lake Road); 2) to investigate the feasibility of constructing a sidewalk in the eastern portion of the site and installing it (if feasible); 3) incorporating 6 feet of brick on the rear facade of new proposed buildings, as well as additional bump-outs/dormers, and 4) obtaining the requested variances from this body.



Existing Condominium Building



Proposed Condominium Buildings

Planner's Report

The Applicant is seeking variances from the following 5 sections of the Zoning Ordinance: Section 3.11.Q (Notes to District Standards), Section 3.11.G (Notes to District Standards), Section 3.11.U (Notes to District Standards), Section 5.19.E (Interior Landscaping), and Section 5.21 (Public Sidewalk Standards).

1) Setback from Wetlands

Section 3.11.Q states that no building or structure shall be located closer than 25 feet to any regulated wetland, submerged land, watercourse, pond, stream, lake or like body of water. The building containing units 47 to 50 is proposed to have patios within 25 feet of a wetland.

The applicant is requesting variances from this section for the following 4 units:

Unit #	Requested Variance (in Feet)
47	4
48	4.9
49	5.6
50	2.3

• Recommended approval language: Variances from Section 3.11.Q of the Zoning Ordinance are granted to allow the porch of unit 47 to encroach 4 feet into the required setback from a wetland, the porch of unit 48 to encroach 4.9 feet into the required setback from a wetland, the porch of unit 49 to encroach 5.6 feet into the required setback from a wetland, and the porch of unit 50 to encroach 2.3 feet into the required setback from a wetland.

2) Setbacks between Multiple-Family Structures

Section 3.11.G reads as follows:

"Where two (2) or more multiple-family structures are erected on the same lot, a minimum setback of twenty (20) feet shall be provided between structures. If the structures have a common yard, this setback shall be increased by two (2) feet for each ten (10) feet or part thereof, by which each of the buildings exceed forty (40) feet in length on that side of the building facing the common yard"

This standard requires a distance of 36 feet for the 120-foot-long buildings and 42 feet for the 150-foot-long buildings. The Applicant is seeking variances for the distances between the following buildings:

Building A (Identified by its Units)	Building B (Identified by its Units)	Required Distance Between Buildings	Requested Variance
Units 47-50	Units 10-14 (Existing)	36 feet	5.8 feet
Units 51-54	Units 55-59	42 feet	5.9 feet
Units 60-63	Units 64-67	36 feet	15.4 feet
Units 68-72	Units 42-46 (Existing)	42 feet	6.6 feet

• Recommended approval language: Variances from Section 3.11.G of the Zoning Ordinance are granted to allow there to be a 30.2-foot setback between units 47-50 and existing units 10-14, a 36.1-foot setback between units 51-54 and units 55-59, a 20.6-foot setback between units 60-63 and units 64-67, and a 35.4-foot setback between units 68-72 and existing units 42-46.

3) Setback from Back of Sidewalk

Section 3.11.U states that "structures located within a multiple-family development, including attached condominiums, row and townhouse dwellings, and the like, shall have a minimum setback of 25' from the back of the sidewalk or 25' from back of curb for developments without sidewalks." The Applicant is requesting variances from this standard for the following buildings:

Building (Identified by its Units)	Requested Variance (in Feet)
Units 60-63	8.7
Units 64-67	22.0
Units 68-72	15.6

• Recommended approval language: Variances from Section 3.11.U of the Zoning Ordinance are granted to allow for the following reductions in the required minimum setback from the back of the sidewalk: 8.7 feet for the building with units 60-63; 22 feet for the building with units 64-67; and 15.6 feet for the building with units 68-72.

4) Interior Landscaping

Section 5.19.E states that interior landscaping areas must be "equal to at least fifteen (15) percent of the total lot area...All interior landscaping shall provide one (1) large deciduous, small ornamental deciduous, or evergreen tree and five (5) shrubs for every three hundred (300) square feet of required interior landscaping area."

For this proposed development, 15 percent of the total lot area equals 43,675 square feet. Therefore, the Zoning Ordinance requires 145 trees and 725 shrubs. Since the Applicant is proposing 13 trees and 78 shrubs, he is requesting a variance for 132 fewer trees and 647 fewer shrubs.

• Recommended approval language: A variance from Section 5.19.E of the Zoning Ordinance is granted to allow the Applicant to plant 132 fewer trees and 647 fewer shrubs than required to satisfy the interior landscaping ordinance standards.

5) Frontage Sidewalk

Section 5.21 of the Zoning Ordinance requires the installation of a public sidewalk on both sides of the street for all new developments. The minimum width of public sidewalks along major roads must be 6 feet wide and placed 1-foot inside the edge of the right-of-way.

The Applicant seeks a reduction in the required length and location of the frontage sidewalk along Elizabeth Lake Road. More specifically, he seeks a length reduction variance of 302 feet and a horizontal variance to allow for a meandering sidewalk.

• Recommended approval language: In lieu of requiring a path that is 1-foot off the right-of-way line and runs along the entire Elizabeth Lake Road frontage, a variance from Section 5.21 of the Zoning Ordinance is granted to allow for a winding path that is 302 feet short of running the entire length of the Elizabeth Lake Road frontage

General Denial / Table Language

<u>**Denial:**</u> I move to deny the variances requested by PH Communities. for Parcel Number 12-26-204-038 due to the following reason(s):

<u>Table:</u> I move to table the variance requests of PH Communities for Parcel Number 12-26-204-038 to consider comments stated during this public hearing.

Attachments:

- 1. Variance application dated March 25, 2025
- 2. Letter from Craig Piasecki dated March 27, 2025
- 3. Purchase Agreement
- 4. Supplemental memo from developer in support of variances
- 5. Full set of plans
- 6. Planning Commission Minutes from March 6, 2025

Item E.

CHARTER TOWNSHIP OF WHITE LAKE, ZONING BOARD OF APPEALS APPLICATION

Community Development Department, 7525 Highland Road, White Lake, Michigan, 48383 (248) 698-3300 x5

APPLICANT'S NAME: PH COMMUNITIES PHONE: 148-242-6838 ADDRESS: 8255 CASCADE, STE. 110 COMMERCE TWP, MI. 48382 APPLICANT'S EMAILADDRESS: CRAIGR MY PHIHOME. COM APPLICANT'S INTEREST IN PROPERTY: OWNER BUILDER OTHER: PUREWARE ALCEEMENT ATTACHED
ADDRESS OF AFFECTED PROPERTY: ELIZABETH TRACE CONDOSPARCEL #12-26-204-038 CURRENT ZONING: RM-I PARCEL SIZE: 10-286 ACRES
STATE REQUESTED VARIANCE AND ORDINANCE SECTION: SEE ATTACHED
VALUE OF IMPROVEMENT: \$ SEV OF EXISITING STRUCTURE: \$
STATE REASONS TO SUPPORT REQUEST: (ATTACH WRITTEN STATEMENT TO APPLICATION)
APPLICATION FEE: 365 CALCULATED BY THE COMMUNITY DEVELOPMENT DEPARTMENT APPLICANT'S SIGNATURE: PH COMMUNITIES DATE: 3-25-25

PH COMMUNITIES, LLC 8255 CASCADE, STE. 110 COMMERCE TWP, MI 48382

March 27, 2025

Dear ZBA,

The White Lake Township Planning Commission approved Elizabeth Trace site plan attached on March 6^{th} .

The White Lake Township Board approved Elizabeth Trace site plan attached on March 6th.

Craig Piasecki PH Communities

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into as of the "Effective Date"), by and between PH Homes, LLC, a Michigan limited liability company ("Purchaser"), whose address is 8255 Cascade, Suite 110, Commerce MI 48382, and Elizabeth Trace Condominium Association, a Michigan nonprofit corporation, ("Seller"), 77 Grandview Cir., White Lake, MI 48386. Purchaser and Seller may be referred to individually as Party or jointly as Parties.

The facts underlying the execution of this Agreement are as follows:

- A. Elizabeth Trace Condominium was established as a 46-unit condominium project in White Lake Township under the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, by the recording of a Master Deed dated May 25, 2004 ("Master Deed") by the original developer, Elizabeth Trace Development, LLC (the "Original Developer"), a Michigan limited liability company, in the office of the Oakland County Register of Deeds at Liber 33524, Page 789 through 852, inclusive.
- B. The Original Developer ultimately completed 19 of 46 units. The remaining 27 units units 15 to 41 were never built and ceased to exist as a matter of law per MCL 559.167(3) (the "Unbuilt Units").
- C. Seller is the owner of all of the general common elements of Elizabeth Trace Condominium, which includes the land located underneath where the Unbuilt Units were to be located under the original condominium subdivision plans.
- D. Seller desires to sell and Purchaser desires to purchase 27 units, being new units 42 through 68 of Elizabeth Trace Condominium in the Township of White Lake, Oakland County, Michigan, for the purpose of constructing residential buildings thereon, on the express terms and conditions set forth herein. Such purchase and sale will require that units 42 through 68 be created by Seller as a part of Elizabeth Trace Condominium through an amendment to the Elizabeth Trace Condominium Master Deed. The units 42 through 68, together with rights in general common and limited common elements, as set forth in the Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended, are hereinafter collectively referred to as the "Property".

Now, therefore, in consideration of the mutual covenants, promises, and agreements and subject to the terms and conditions contained herein, the parties agree as follows:

- 1. Agreement of Sale and Purchase. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller upon and subject to the terms and conditions set forth herein, and further subject to existing easements and zoning.
- 2. Purchase Price. The purchase price for the Property shall be ("Purchase Price"). All payments of the Purchase Price shall be made by cashier's check or wire transfer.
- 3. Deposit. Within 3 days of acceptance of this Agreement by Seller, the deposit of (Deposit) shall be tendered by Purchaser to First Centennial Title Company ("Title Company"), to be held in escrow and applied on the Purchase Price if the sale is consummated.

- **4. Terms of Payment.** The sale shall be consummated by execution of a land contract ("Land Contract"), which shall provide, among other things:
- A. Down Payment. Purchaser shall pay to seller a Down Payment of \$63,000.00, consisting of the Deposit of \$15,000.00 and an additional payment of \$48,000.00 ("Down Payment").
- B. Term of Land Contract and Interest Rate. The remainder of the Purchase Price shall be fully paid within 24 months from the date of closing, with interest at the rate of 5% per annum. The Purchaser shall be responsible for all real property taxes on the Units being purchased. Failure to pay the entire Purchase Price within 24 months shall result in material default of this Agreement.
- C. Unit Releases. So long as Purchaser is not in default under the Land Contract, Purchaser shall be entitled to the release of a Unit ("Released Unit") upon payment of the Unit Release Price.
- i. Unit Release Price. The Unit Release Price shall be plus accumulated interest attributable to such Unit. Any fractional payment, i.e. any amount less than the Unit Release Price paid by Purchaser to Seller as a prepayment or otherwise shall be credited to the next Unit release, reducing the next Unit Release Price by the amount of the fractional payment.
- ii. Choice of Unit. The choice of Unit to be released shall be in the Purchaser's sole discretion.
- iii. Credited against Land Contract. The payment of any Unit Release Price shall be credited against the remaining balance on the Land Contract.
- iv. Release of Last Unit. The last Unit shall be released only upon payment of any outstanding balance then due on the Land Contract, though the parties agree that the Deposit shall be credited towards the purchase price of the last Unit(s) to be released when the amount owing on the land contract is equal to or less than
- **D.** Prepayment. Purchaser shall have the option of paying the entire land contract balance or any portion thereof without penalty at any time. Any prepayment shall be credited to Unit releases as provided in Section 4.
- 5. Escrow of Warranty Deeds. Seller will escrow a fully executed warranty deed for each of the unreleased units at Closing, and said warranty deeds shall be placed in escrow with Title Company. Upon evidence of payment of a Unit Release Price, the Title Company shall be authorized to deliver to Purchaser a warranty deed conveying marketable title to the Unit being released provided Seller is not otherwise in default under the Land Contract. The Parties agree that title in any Unreleased Unit shall not vest in purchaser unless and until the applicable warranty deed has been released to Purchaser as provided herein, and that until such time, the Association shall retain all rights and title therein. However, the Association also agrees that so long as this Agreement and any applicable Land Contract are in effect, the Association may not sell, transfer, or encumber in any way any title to any Unreleased Unit absent written approval from Purchaser.

6. Right to Build and Market. On the Closing Date, Seller shall grant a temporary non-exclusive license over the Condominium as may be necessary for Purchaser to construct, at its sole cost and expense, the Units, provided that such be conducted in a good, workmanlike and lien free manner, and in accordance with applicable laws, regulations and governmental requirements. The rights granted under this Paragraph shall terminate automatically upon the earlier of (a) completion of the construction of the buildings housing the Units, or (b) the termination of this Agreement. Purchaser shall indemnify, defend and hold Seller harmless from and against any claims, expenses, liabilities, losses, liens (including mechanics liens), damages and costs, including reasonable attorney's fees, in any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, however caused, to any person or property arising from Purchaser's or its employees, agents, suppliers, licensees or invitees' exercise of the license rights and performance or non-performance, except claims resulting from Seller's negligence or willful misconduct. The provisions of this paragraph shall survive Closing or termination of this Agreement. With the execution of the Land Contract, Purchaser shall have the right to begin construction on any unit, shall have the right to construct a building on any unit at any time, and shall have the right to erect marketing signage, provided that prior to construction, Purchaser shall have Seller added as an additional insured to Purchaser's liability insurance policy and shall deliver to Seller a certificate of insurance showing same and shall keep said policy in force and provide Seller evidence of renewal at least 30 days prior to expiration.

7. Evidence of Title.

- A. Title Commitment. Seller agrees to furnish Purchaser with a Commitment of Owner's Title Insurance without standard exceptions in an amount not less than the Purchase Price bearing a date later than the date of Seller's acceptance of this Agreement and guaranteeing the title in the condition required for performance of this Agreement. At the Closing, the Commitment shall be "marked up", insuring title through the date of recording in the condition required for performance of this Agreement. Purchaser agrees to obtain and pay for a mortgage or stake survey if required to obtain the policy.
- **B.** Objection to Title. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance of this Agreement, Seller shall have 30 days from the date Seller is notified in writing of the particular defects claimed, to either (a) remedy the title; (b) obtain the required title insurance; or (c) refund the Deposit in full termination of this agreement. If Seller remedies the title or obtains the title insurance within the time specified, Purchaser shall complete the sale in accordance with the Closing provisions below. If Seller is unable to remedy the title or obtain title insurance within the time specified, the Deposit shall be refunded in full termination of this agreement.
- C. Completion of Sale. If no objection to the title is made, Purchaser agrees to complete the sale in accordance with the Closing provisions below.
- **D.** Policy of Title Insurance. After Closing, a policy of Title Insurance without standard exceptions, in the amount of the purchase price and bearing the date of Closing or later guaranteeing title in the condition required for performance of this Agreement shall be issued. Said

policy shall be paid for by Seller, which cost shall be deducted from Seller's proceeds at Closing. Said Policy of Title Insurance shall be provided to Purchaser as soon as all necessary documents have been processed and recorded to cause the issuance of a Policy of Title Insurance.

8. Due Diligence; Governmental Approvals.

- A. Time to Conduct Tests and Investigations. Purchaser shall have six (6) months from the Effective Date within which to conduct tests and investigations at its sole expense of the Property with respect to its suitability for development as contemplated by Purchaser (the "Due Diligence Period"). These tests and investigations may include but are not limited to:
- i. Boundary Survey. A boundary survey of the Property meeting American Land Association survey standards (the "Boundary Survey"), with the certificate of the surveyor in favor of Purchaser, any other parties designated by Purchaser, and the Title Insurer as hereinafter set forth, containing and disclosing the following:
- **a.** The boundaries of the Property conforming to the legal description of the property;
 - **b.** The location of any buildings or improvements thereon;
- c. That all buildings and other improvements are within unit lines and applicable side-yard, rear-yard and building line or set-back requirements;
- d. The location of all streets and public ways, curb cuts and points of access:
- **e.** That there exists adequate means of ingress and egress to and from the Property;
- **f.** That there is no encroachment of the buildings or improvements on the Property onto adjacent Property, any public way or any easement, and no encroachment of any building or improvement on adjacent Property or any public way or easement onto the Property;
 - g. The location of all easements, recorded or visible.
- ii. Storm and Sanitary Sewers. Confirmation of location, availability and capacity of storm and sanitary sewers as well as availability of easements to bring them to the Property;
- iii. Potable Water. Confirmation of location, availability and capacity of a public potable water system as well as availability of easements to bring it to the Property;
- iv. Satisfactory Inspection of All Existing Infrastructure. Confirmation that the existing infrastructure, including but not limited to roads, sanitary sewers, storm sewers and all other infrastructure is satisfactory, and that the cost of repair and improvement of the existing infrastructure is satisfactory to Purchaser.

- v. Availability of Public Utilities. Confirmation of location, availability and capacity of public utilities, including gas, electric and telephone as well as availability of easements to bring them to the Property;
- vi. Wetlands. Securing a wetlands determination from the Michigan Department of Environmental Quality, if necessary;
- vii. Soil Testing. Soil testing, drainage testing, and testing for environmental hazards;
- viii. Site Plan. Approval by the Township of White Lake of a site plan satisfactory to Purchaser, as well as the issuance of all necessary building permits;
- ix. Financial Feasibility. Approval, in Purchaser's sole discretion, of the overall financial feasibility of the project.
- **B. Extension.** If at the end of the Due Diligence Period the Purchaser has been unable to complete any of the tests or investigations to its complete satisfaction, Purchaser will provide to Seller written representation that all or any one of the above is or are proceeding, and following receipt of said representation, Seller agrees to provide purchaser with no more than Two (2), Thirty (30) day Extensions ("Extensions") from expiration of the Due Diligence Period. The cost of each Extension shall be \$10,000. The Purchaser's Deposit shall become non-refundable to Purchaser upon the expiration of the original Due Diligence Period (in the absence of any condition or contingency other than those arising under the Due Diligence provisions of this Agreement) and shall be immediately released by Title Company to the Association. An Extension request must be submitted in writing together with a copy of a check for \$10,000.00, ("Extension Fee"), which has been delivered to the Title Company Five (5) days prior to the expiration of the Due Diligence Period or first Extension, as the case may be. Upon default by Seller, the Extension Fee(s) shall be returned in full to Purchaser.
- C. Seller's Cooperation. Seller shall permit Purchaser and Purchaser's inspectors to conduct the tests and investigations as set forth above, and shall cooperate fully with such tests and investigations, provided, however, that the tests and other entries upon the Property shall be so conducted as not to damage the Property, and the Property shall be restored by Purchaser to its original condition. Purchaser agrees to indemnify and hold Seller harmless from any liability arising out of actions authorized by this paragraph.
- D. Purchaser's Right to Cancel Agreement. If, after conducting the tests and investigations set forth above, the Purchaser in its sole discretion is not satisfied with the results of any of the tests and/or investigations, Purchaser shall have the right to declare this Agreement null and void. If the Due Diligence Period, not including Extensions, has not yet terminated, the Purchaser and the Seller agree to provide written notice to the Title Company directing it to return the Deposit, together with any accrued interest thereon, to the Purchaser at which time both parties shall be forever released from this Agreement and from further rights and obligations, one to the other. If the Due Diligence Period has terminated or has been extended as provided above, the Purchaser and the Seller agree to provide written notice to the Title Company directing it to pay the Deposit, together with any accrued interest thereon, to the Seller, at which time both parties

shall be forever released from this Agreement and from further rights and obligations, one to the other.

- 9. Required Maintenance by Association. In the event the Township of White Lake requires the following maintenance as a condition of approval of a site plan, the Purchaser agree to perform the maintenance, with a split in costs of 59% by Purchaser, and 41% by Seller. In the event any such maintenance is required by the Township, Purchaser shall use best efforts to obtain multiple reliable bids and shall obtain the Seller's written consent before signing any contract to perform such work, which written consent shall not be unreasonably withheld:
 - A. Remove all overgrowth and otherwise clear the basin area at the Detention Basin.
- **B.** With regard to Detention Basin Standpipe Outlet Structure No. 3, locate and clean orifice restrictor holes, and replace stone jacket per Oakland County requirements (backfill with 3 inch washed stone, then choke with MDOT 6A stone).
- C. Clean and/or replace rip-rap at the two storm sewer end sections into the detention basin, detention basin outlet end section, and emergency overflow spillway.
- D. Purchaser agrees that in the event all work listed in items A, B, and C collectively above cannot be accomplished for less than Purchaser shall pay all amounts in excess of
- E. Jet Vac cleaning of storm sewer system to remove existing debris and sediment in storm sewer structures.
- **F.** Where Grandview Circle is undermined on the south middle side near the storm sewer catch basin, backfill the hole with approved compacted material.
- **G.** Where periodic transfers cracking is present in Grandview Circle asphalt pavement, seal cracks measuring 1/2 inch or less to prevent moisture from entering into the subgrade and further raveling of the crack edges. For cracks measuring more than 1/2 inch, remove the cracked pavement layer and replace with an overlay.
 - H. Seed and mulch blanket all disturbed areas.

The Parties agree that in the event such work listed above is not required by the Township, there shall be no obligation on the part of Purchaser to perform any such list work. The Seller may, however, agree with the Purchaser in a separate agreement to contribute towards any such work if the Board of Directors believes doing so will be in the best interest of the Association and its Co-owners.

The Parties further agree that in the event such work listed above is required by the Township, Purchaser shall pay all costs up front and the Seller's portion of the costs shall be credited against and reduce the Purchase Price owing on the Land Contract. The parties agree that any such credited amounts shall be credited towards the purchase price of the last Unit(s) to be released after crediting of the Deposit as specified within this Agreement.

10. Environmental Conditions of the Property and Soils Warranty.

- A. Seller's Representations. Seller represents that to Seller's knowledge neither it, nor any person or organization to which it previously granted any interest in or right to the Property, has stored, released or discharged any toxic wastes, hazardous substances, or other contaminants on or beneath the surface of the Property, other than such wastes, substances, and contaminants associated with the ordinary use and occupation of the Property. Seller further represents that to its knowledge the environmental condition of the Property is not in violation of any Federal, State, or local law, rule, or regulation and these representations shall be true at closing and vacating the Property.
- B. Purchaser's Objections to Soil Conditions. Upon completion of excavation of a unit, if Purchaser shall determine that the soil conditions existing in the buildable areas of the Property do not permit normal construction of footings for a single-family townhome in a manner normal for residences in the Greater Detroit metropolitan area, Purchaser shall, within ten (10) days after making such determination, give Seller written notice of such conditions. Within fifteen (15) days after Seller's receipt of such written notice, Purchaser may elect to rescind this Agreement as to any particular Unreleased Unit. Purchaser shall notify Seller within such fifteen (15) day period of its election and, in the event that Purchaser shall have failed to give such notice, Purchaser shall be deemed to have elected to rescind this Agreement as to the specific Unreleased Unit(s) referenced in the first notice given by Purchaser.
- 11. Agreement Subject to Association Co-owner Approval. The Association shall use reasonable efforts to conduct a vote of its membership to approve a Master Deed Amendment to carry out the intent of this Agreement at the earliest reasonable date, the outcome of which cannot be guaranteed but which the Association's Board of Directors will express complete support and further encourage all members to approve. Should such vote fail, this Agreement shall be null and void and Purchaser shall be entitled to a refund of the Deposit. Such amendment shall not be recorded until Closing has concluded.
- 12. Purchaser's Obligation to Amend Master Deed. Purchaser shall, before the Board of Directors proposes to the Association's Co-owners that they approve a Master Deed Amendment as contemplated herein, provide to the Board of Directors a proposed redevelopment plan, including proposed site plan revisions, Unit locations, and elevations. The Board of directors agrees to complete its review of the proposed redevelopment plan once provided same by Buyer within 14 days. Purchaser's obligation to close on this transaction is contingent upon Seller receiving approval from the White Lake Township Board of Trustees of a proposed amendment to the Master Deed of Elizabeth Trace Condominium establishing Units 42 through 68 of the condominium ("Amendment"). The Amendment shall be prepared by Purchaser and submitted in accordance with a site plan and Exhibit B to the proposed Amendment to be prepared by Purchaser. All fees and costs of preparing the site plan and Exhibit B shall be the sole responsibility of Purchaser. All other fees and costs of preparing and submitting the Amendment for approval by White Lake Township, including but not limited to engineering fees, Purchaser's attorney fees and application fees shall be the sole responsibility of Purchaser. Seller's attorney fees shall be the sole responsibility of Seller. The Amendment to the Master Deed, including any amendment to the

Condominium Bylaws, the Exhibit B to the Master Deed, and any other attachments thereto must be approved, in writing, by both Seller and Purchaser prior to submission to White Lake Township for approval, and any subsequent changes thereto required by White Lake Township must be approved, in writing, by both Seller and Purchaser. Purchaser agrees to begin preparation of the site plan and Exhibit B upon the execution of this Agreement, and shall have both the site plan and the Exhibit B completed in a timely manner. The parties shall cooperate fully with each other in the preparation of the Amendment, site plan and Exhibit B, and Seller shall permit Purchaser's engineers and other necessary parties entry to the condominium property as necessary.

- 13. Phasing. The parties have agreed that in amending the Master Deed, the proposed Amendment will establish legal phasing as follows. The existing Units shall constitute Phase I which will be expressly designated as complete. All of the rest of the Property shall be developed in one or more Phases. The parties agree to work together in the implementation of the phasing, subject to such Amendment being approved by the Co-owners by 2/3rds majority, the outcome of which cannot be guaranteed.
- 14. Liability Insurance. The Purchaser must secure and maintain Commercial General Liability Insurance in the amount of at least \$1,000,000, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Agreement or construction activity, whether by the Purchaser or anyone directly or indirectly employed by the Purchaser. Such insurance must include the Association as an additional insured for the entire length of the resulting contract. The Purchaser is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Purchaser and the Association under the Agreement, except that the amount must be at least \$1,000,000. Purchaser shall also obtain casualty insurance and builder risk insurance once construction commences on any building. Purchaser shall immediately inform the Association in the event that the insurance required by this Agreement is terminated. Purchaser shall immediately obtain replacement insurance in the event of cancellation.
- 15. Cost of Repairs, Improvements and Replacements. In addition to any responsibility outlined herein, Purchaser shall bear any and all costs related to development of units 42 through 68, including but not limited to its legal fees and costs, engineering, planning, review and permit fees, all taxes, hard and soft costs, and any other costs incident and related to development. This further includes but is not limited to repairs to the storm drainage system, including ponds, pipes, vegetation, inlets and outlets, conveyance piping systems, as well as any damage to any common element as a result of construction activity. Purchaser shall further be responsible to cap unused underground building leads, install new underground building leads as needed, rework franchise utilities, and remove all topsoil stockpiles. Purchaser agrees that all new units shall be separately metered for water and sewer.
- 16. Liaison with Board of Directors. The Association shall permit Purchaser to appoint one (1) person as its representative who shall be entitled to attend all meetings of the Association's Board of Directors that relate to construction and development of new Units, except executive sessions, so as to facilitate good communications and to give Purchaser the ability to directly consult with the Board of Directors to the mutual advantage of the parties. This right shall automatically

terminate once Purchaser no longer owns any Units, or upon issuance of a Certificate of Occupancy for the last Unit to be released under the Land Contract, whichever occurs first.

17. Limitations on Construction Activity, Duty to Restore Damage. Association acknowledges that the construction may create a nuisance to the Co-owners of the Association. Purchaser shall be responsible for all physical damages caused by its construction activities. Further, Purchaser agrees to be bound by such reasonable limitations as the Association may deem appropriate with respect to hours and days when construction activities are permitted, locations for materials storage, portable toilets, debris control and any other matter that might create a nuisance to the Co-owners of the Association. Except for construction activities necessitated due to an emergency, as a courtesy to the Association and Co-owners exterior construction activities shall be performed during the hours established by White Lake Township, as it may from time to time be modified by the Township. Purchaser is responsible for all soil erosion control measures, including removal upon completion of construction.

Closing. If this offer is accepted by the Seller, if title can be conveyed in the condition required hereunder, if all of Purchaser's due diligence has been completed to the satisfaction of Purchaser, and the Master Deed has been amended to the satisfaction of Purchaser and Seller, the Purchaser agrees to complete the sale within the later of 1) thirty (30) days after delivery of a satisfactory Commitment of title insurance, 2) the completion of Purchaser's due diligence, or 3) and a Closing date obtained from the Title Company. Unless otherwise agreed, the Closing of this sale shall take place at the office of the Title Company. In any event, if the Closing of this transaction does not take place on or before April 1, 2025, either party shall have the option of terminating this Agreement. In such event, if Seller terminates, then shall return Purchaser's deposit to Purchaser and neither party shall have any further obligation to the other. Or in such event, if Purchaser terminates, Seller shall retain the Deposit and neither party shall have any further obligation to the other.

- 16. Purchaser's Default. In the event of material default by the Purchaser hereunder, the Seller may declare a forfeiture hereunder and retain the Deposit as liquidated damages, as Seller's sole and exclusive remedy, except for claims related to damage to the property and insurance claims.
- 17. Seller's Default. In the event of default by the Seller hereunder, the Purchaser may seek to enforce this agreement in a Michigan court of appropriate jurisdiction, or demand, and be entitled to, an immediate refund of his entire Deposit in full termination of this Agreement. Demand of return of the Deposit shall preclude Purchaser from seeking any other legal remedy.
- 18. Rental Restrictions. Notwithstanding anything to the contrary in the Condominium's Governing Documents, including recorded Bylaws, Seller agrees that it shall not at any time lease out more than 30% of the Units that it owns. Further, Seller shall not lease out a Unit if doing so would cause more than 30% of the Units in the entire Condominium being leased out. Seller shall, prior to entering into any lease, not only comply with all leasing provisions in the Governing Documents, including recorded Bylaws, but also confirm with the Association the current number of Units being leased out by Co-owners.
- 19. Taxes and Assessments. The Parties acknowledge that notwithstanding the confirmed legal nonexistence of the Unbuilt Units, the relevant government authorities have not yet retired the

Unbuilt Units from the tax rolls. The Association makes no representations, warranties, nor guarantees as to the any relevant government authorities' current opinion or intentions with regards to such taxes nor how any relevant government authorities' claim of unpaid taxes on those units, if any remains, might affect the ability to obtain a tax certification of the contemplated Master Deed Amendment creating new Units pursuant to MCL 559.173(2). All legal fees and costs that may be necessary to obtain the Treasurer's tax certification shall be borne by the Association. If the Treasurer's tax certification cannot be obtained during the Due Diligence Period, Purchaser shall have the right to terminate this Agreement and the Deposit shall be returned to Purchaser in full, or seller may elect to pay said taxes to obtain the certification. All taxes and assessments which have become due, or a lien upon the Property (i.e. new units 42 through 68), whether recorded or not recorded, at the date of this Agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of Closing in accordance with due date basis of the municipality or taxing unit in which the Property is located. Interest and rents shall be prorated and adjusted as of the date of Closing. Seller shall be responsible for any water bills on Units 42 through 68. Seller is liable for all state and county transfer taxes, and such taxes shall be paid by Seller as they come due. Seller must provide proof of payment of future taxes to Association, and failure to do so will constitute default under this Agreement.

- 20. Condominium and Homeowner's Association Assessments. The Purchaser will not be responsible for the payment of any portion of any assessment by the condominium homeowner's Association that is levied on any Unit being purchased by Purchaser, whether that assessment is for maintenance, reserves for replacement, capital improvements, or for any other reason. No assessments shall be levied against any unit being purchased by Purchaser until a residence has been constructed upon such unit and the Unit has obtained a certificate of occupancy from the applicable municipal entity.
- 21. As-Is Purchase. Acceptance of a Warranty Deed for a Released Unit by Purchaser shall constitute a certification, representation and warrant by the Purchaser that the Purchaser: (i) has received all information concerning the Property as the Purchaser deems relevant; (ii) has had the opportunity to obtain additional information as desired in order to evaluate the merits of and the risks inherent in the transaction contemplated by this Agreement and otherwise performing the Purchaser's obligations under this Agreement; (iii) has had full opportunity to inspect the Property, and to ask all questions of the Seller regarding the Property; (iv) has had the opportunity to conduct its own independent investigation relating to all aspects of the Property, and to obtain whatever opinions of specialists and experts the Purchaser has deemed necessary in making the decision to enter into this Agreement and to consummate the transaction contemplated hereby; (v) accepts the Released Unit(s) AS-IS.
- 22. Release of Seller. Except as set forth in this Real Estate Purchase Agreement, Purchaser and Purchaser's successors and assigns, hereby release Seller, and all of Seller's members, managers, officers, co-owners, directors, employees, advisors, attorneys, insurers, and other agents (the "Seller Parties") from, and irrevocably and unconditionally waives all claims and liability against the Seller Parties for or attributable to, the following:
- **A.** Any and all statements or opinion heretofore or hereafter made, or information furnished, by or on behalf of any Seller Party to the Purchaser or any of the Purchaser's agents.

- **B.** Purchaser acknowledges and agrees that (1) Purchaser may hereafter discover facts different from or in addition to those now (or at the Closing) known to Purchaser, (2) the Purchaser's agreement to release, acquit and discharge the Seller Parties as set forth in this Section shall remain in full force and effect notwithstanding the existence or discovery of any such additional or different facts, and (3) Purchaser irrevocably covenants never to commence or prosecute, against Seller or any other Seller Party any action or proceeding based upon any claim covered by this release.
 - C. The condition of the Property.
 - **D.** Title to the Property.
- **E.** The releases contained in this Section and elsewhere in this Agreement include claims that Purchaser is presently unaware of or that Purchaser does not presently suspect to exist, which, if known by Purchaser, could or would materially affect Purchaser's release of Seller and the other Seller Parties.
- **F.** Notwithstanding anything to the contrary in this Agreement, the provisions of this Section shall survive the Closing.
- G. Purchaser understands the legal significance of the foregoing provisions and acknowledges and agrees that (i) the provisions of this Section constitute a material and essential inducement to Seller's execution and delivery of this Agreement and the Seller's willingness to agree to accept the Purchase Price for the Property and (ii) the Seller is unwilling to sell the Property to the Purchaser unless the Seller and the other Seller Parties are expressly released as set forth in the foregoing provisions of this Section.
- 23. Covenants Binding. The covenants herein shall bind and inure to the benefits of the executors, administrators, successors, and assigns of the respective parties.
- **24. Invalidity of Verbal Agreements.** This Purchase Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed, modified or discharged orally but only by an agreement in writing, signed by all parties.
- 25. <u>Notices</u>. All notices, consents, approvals, requests and other communications required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, or mailed by registered or certified first-class mail, return receipt requested, addressed as follows:

If to Purchaser:

PH Homes, Inc., LLC 8255 Cascade, Suite 110 Commerce, MI 48382

With a copy to:

Bruce M. Hug Bruce M. Hug, PLC PO Box 600 Union Lake, MI 48387

If to Association:

Elizabeth Trace Condominium Association 77 Grandview Cir. White Lake, MI 48386

With a copy to:

Todd Jennings Skowronski Makower Abbate Guerra Wegner Vollmer PLLC 30140 Orchard Lake Rd. Farmington Hills, MI 48334-2254

- **26. Notices; When Delivered.** All notices shall be deemed given when hand-delivered or, if mailed by registered or certified first-class mail, when signed for. A Party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the address provided herein. Any Notice given by a party hereunder must be signed by an authorized representative of such party.
- 27. Severability. If any one or more provisions of this Agreement or in any instrument or other document delivered pursuant to this Agreement or the application thereof to any person or circumstance shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 28. Closing Fees. Closing fees shall be paid as follows:
 - A. Seller Fees. The Seller shall be responsible for the following Closing costs:
 - i. Any escrow fees.
- ii. Any Closing fees due and owing to the title insurance company, or any other payment due for the preparation of Closing documents.
 - iii. All of Seller's attorney fees.
- **29.** Purchaser Fees. The Purchaser shall be responsible for all of Purchaser's attorney fees.

- 30. Photocopies and Facsimile Signatures. Photocopied or facsimile signatures shall be considered as original signatures.
- 31. Time is of the Essence. Time is of the essence of this Agreement.
- **32. Further Assurances**. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
- **33. Expiration Dates.** If any period, expiration date or other day for action under this Agreement falls on a Saturday, Sunday, or legal holiday (recognized by national banks in the State of Michigan), such period, expiration date or other day shall be automatically extended until 12:00 midnight on the next succeeding business day.
- **34. Interpretation**. This Agreement is the result of negotiations among the parties hereto. This Agreement shall not be construed more strictly against one party than the other because it was drafted by one of the parties or its counsel and each of the parties hereto hereby agree and acknowledge that it has contributed substantially and materially in the negotiation and drafting of this Agreement.
- **35.** Modification. This Agreement may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

	By:
	Craig P Y asecki Its: Member
	8255 Cascade, Suite 110
	Commerce, MI 48382
	(248) 242-6838 craigp@myphhome.com
Dated:	стандрилитуриноние.соли
ACCEPTANCE - TO THE ABOVE-NA accepted in accordance with the terms stated. B acknowledges the receipt of a copy of this Agreem	AMED PURCHASER: The foregoing offer is y the execution of this instrument, the Seller nent.
	Seller:
	ELIZABETH TRACE CONDOMINIUM ASSOCIATION
	By:
	Its: President
	77 Grandview Cir.
	White Lake, MI 48386
,	Telephone: 248-770-5520
Dated: 16-7-24	Email: acarlone520@gmail.com
The undersigned Purchaser hereby ackr acceptance of the foregoing Purchase Agreement. Purchase Agreement.	
	Purchaser: PH HOMES, LLC
Dated: 10-9-24	By: Craig Piasecki Its: Member

Purchaser: PH HOMES, LLC **Project:** Elizabeth Trace For: Zoning Board of Appeals Application

Applicant: PH Homes

Current Zoning: RM-1, Attached Single Family Residential

Location: South side of Elizabeth Lake Road, East of Union Lake Road

Ordinance Sections and Variance Requested:

Section 3.11.Q

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 3.11.Q for a reduction in patio setback on proposed Unit 47 to 21 feet (per Section 3.11.Q, 25 ft. required, variance of 4.0 ft.); for a reduction in patio setback on proposed Unit 48 to 20.1 feet (per Section 3.11.Q, 25 ft. required, variance of 4.9 ft.); for a reduction in patio setback on proposed Unit 49 to 19.4 feet (per Section 3.11.Q, 25 ft. required, variance of 5.6 ft.); and for a reduction in patio setback on proposed Unit 50 to 22.7 feet (per Section 3.11.Q, 25 ft. required, variance of 2.3 ft.).

Section 3.11.G

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 3.11.G for a reduction in setback between buildings 47-50 and existing building 10-14 to 30.2 feet (per Section 3.11.G, 36 ft. required, variance of 5.8 ft.); for a reduction in setback between buildings 51-54 and 55-59 to 36.1 feet (per Section 3.11.G, 42 ft. required, variance of 5.9 ft.); for a reduction in setback between buildings 60-63 and 64-67 to 20.6 feet (per Section 3.11.G, 36 ft. required, variance of 15.4 ft.); and for a reduction in setback between buildings 68-72 and existing building 42-46 to 35.4 feet (per Section 3.11.G, 42 ft. required, variance of 6.6 ft.).

Section 3.11.U

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 3.11.U for a reduction in building setback on building 60-63 to 16.3 feet (per Section 3.11.U, 25 ft. required from back of walk, variance of 8.7 ft.); for a reduction in building setback on building 64-67 to 3.0 feet (per Section 3.11.U, 25 ft. required from back of walk, variance of 22.0 ft.); for a reduction in building setback on building 68-72 to 9.4 feet (per Section 3.11.U, 25 ft. required from back of walk, variance of 15.6 ft.).

Section 5.19.E

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 5.19.E for a reduction in interior landscaping to provide 13 trees and 78 shrubs for interior landscaping (per Section 5.19.E, 81 trees and 405 shrubs required, variance of 68 trees and 327 shrubs).

Section 5.21

The applicant is requesting a variance from the White Lake Township Zoning Ordinance Section 5.21 for a reduction in required length and location of Frontage Sidewalk (per Section 5.21, 6 ft. wide walk required located 1 ft. inside edge of right-of-way, length reduction variance of 302 ft. and horizontal variance to allow meandering Sidewalk).

Please refer to the attached landscape plan, sheet L-1, for proposed landscaping.

Please refer to the attached site plan, sheet 1, for proposed dimensions and layout.

Variance Review Standards:

A. Practical difficulty: A practical difficulty exists on the subject site (such as exceptional narrowness, shallowness, shape or area; presence of floodplain; exceptional topographic conditions) and strict compliance with the zoning ordinance standards would unreasonably prevent the owner from using of the subject site for a permitted use or would render conformity u n n e c e s s a r i l y b u r d e n s o m e . Demonstration of a practical difficulty shall have a bearing on the subject site or use of the subject site, and not to the applicant personally. Economic hardship or optimum profit potential are not considerations for practical difficulty.

Response: The practical difficulty is that we are working within an area of land that was developed in 2004 and the original building layout would require variances today.

B. Unique situation: The demonstrated practical difficult results from exceptional or extraordinary circumstances or conditions applying to the subject site at the time the Ordinance was adopted or amended which are different than typical properties in the same zoning district or the vicinity.

Response: The unique situation is that we are working within an area of land that was developed in 2004 and the original building layout would require variances today. Both the White Lake Township Planning and Board have approved the site plan because this is a unique situation.

C. Not self created: The applicants problem is not self created. Response: This is not self-created. We are working within an area of land with roads and utilities that were developed in 2004. The original building layout would require variances today.

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

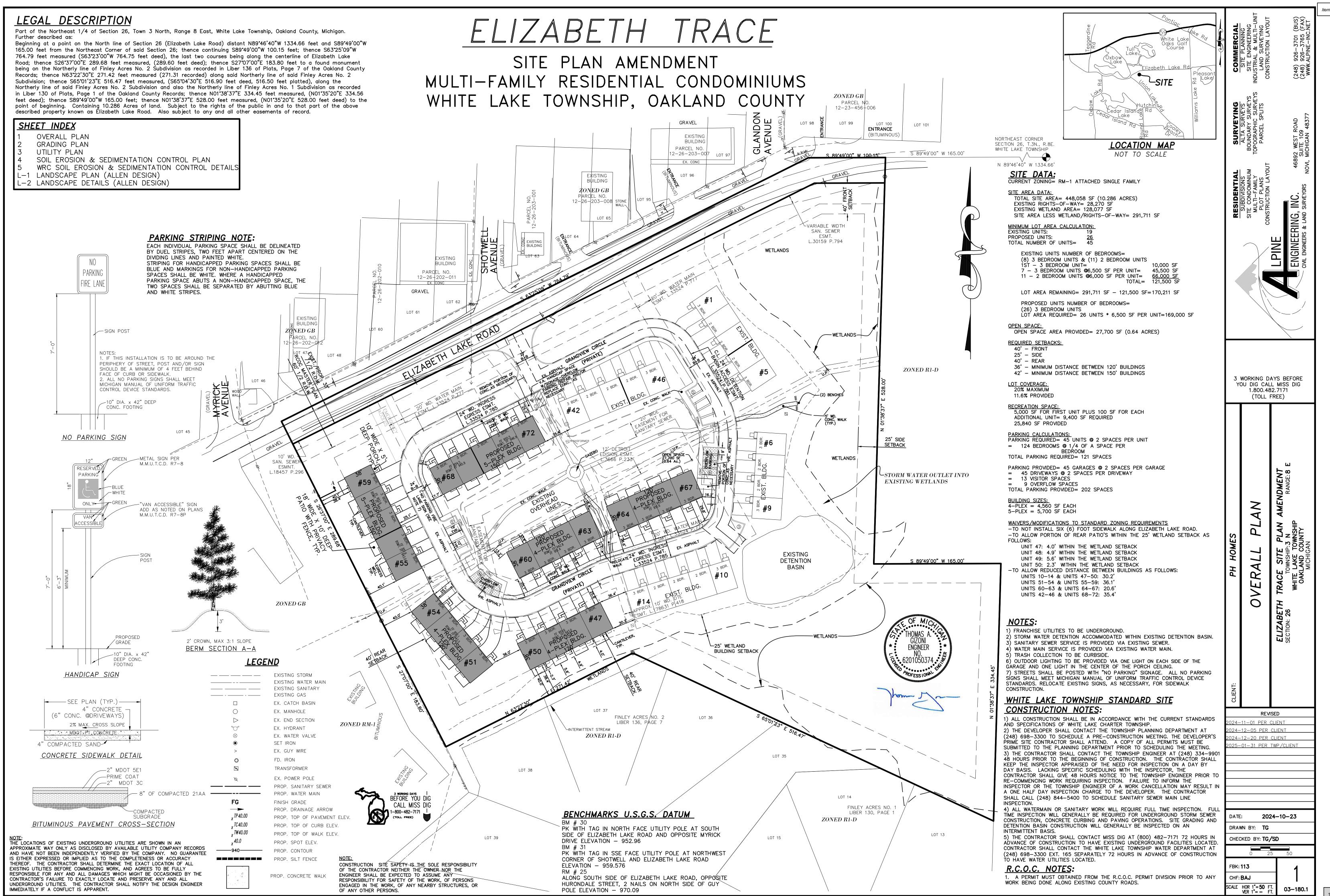
Response: The variance would provide substantial justice because the existing homeowners in the development and White Lake Township want the remaining buildings built to complete their community. This property has been vacant for 20+ years.

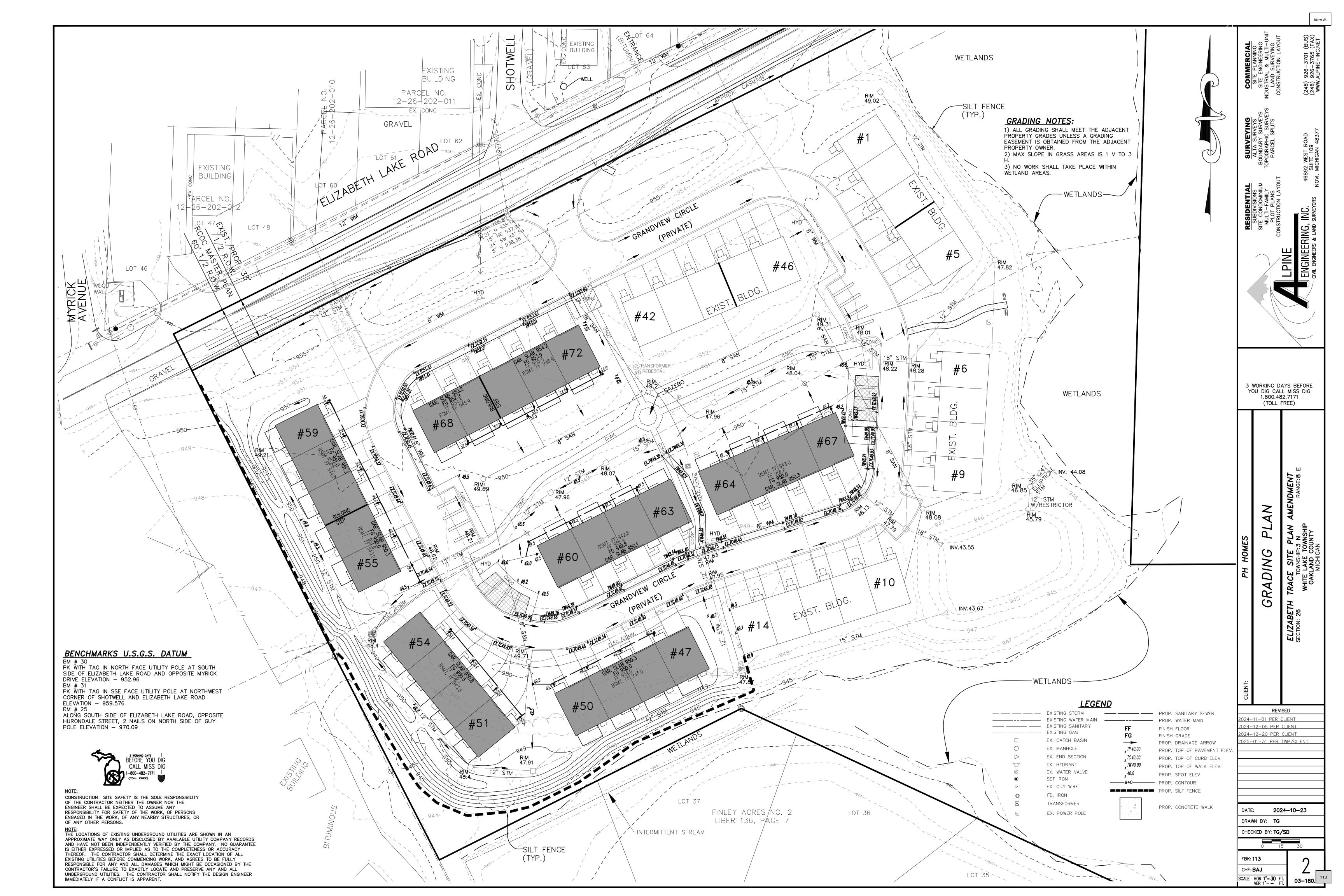
E. Minimum variance necessary: The variance shall be the minimum necessary to grant relief created by the practical difficulty.

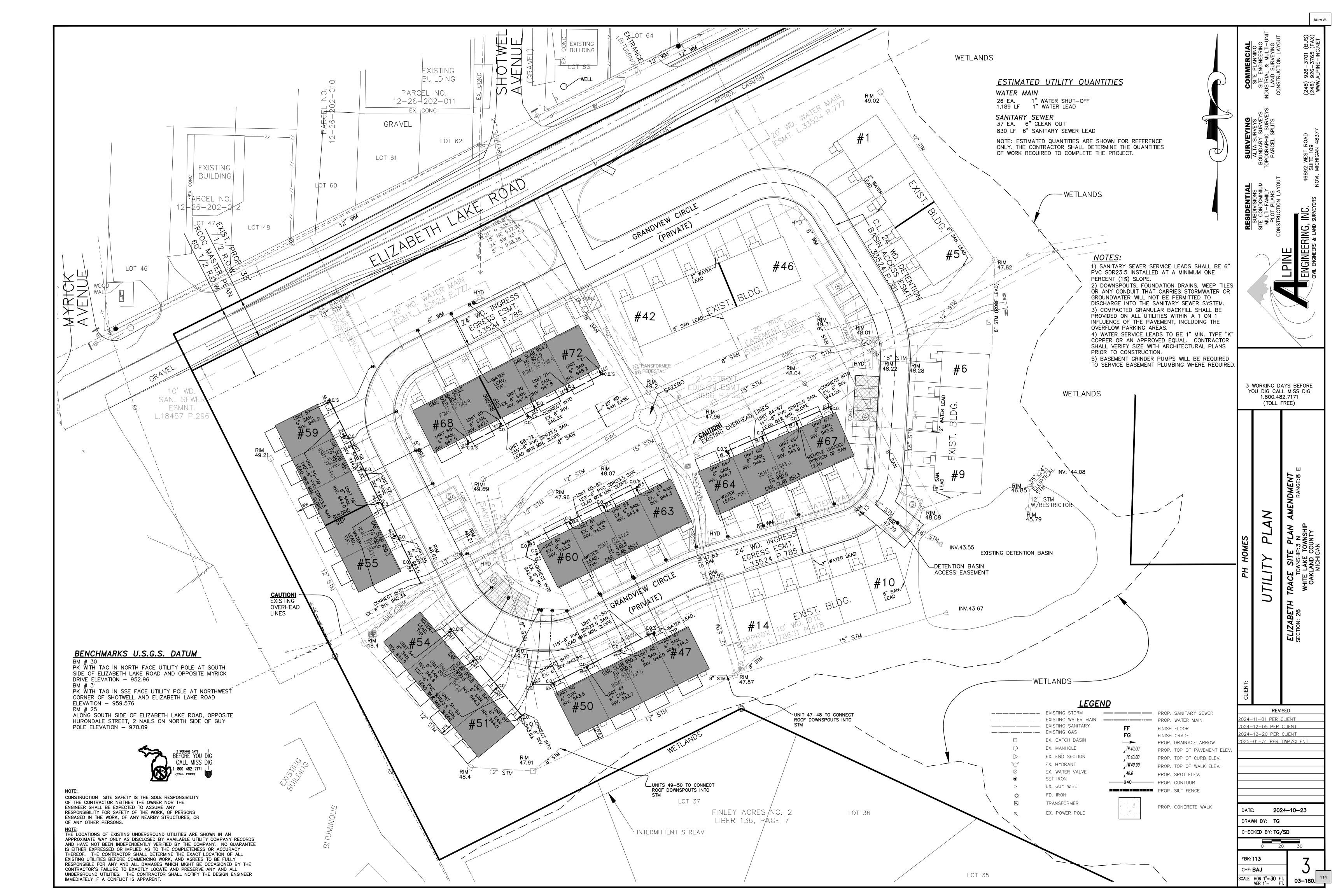
Response: The variances requested are the minimum necessary to finish this development.

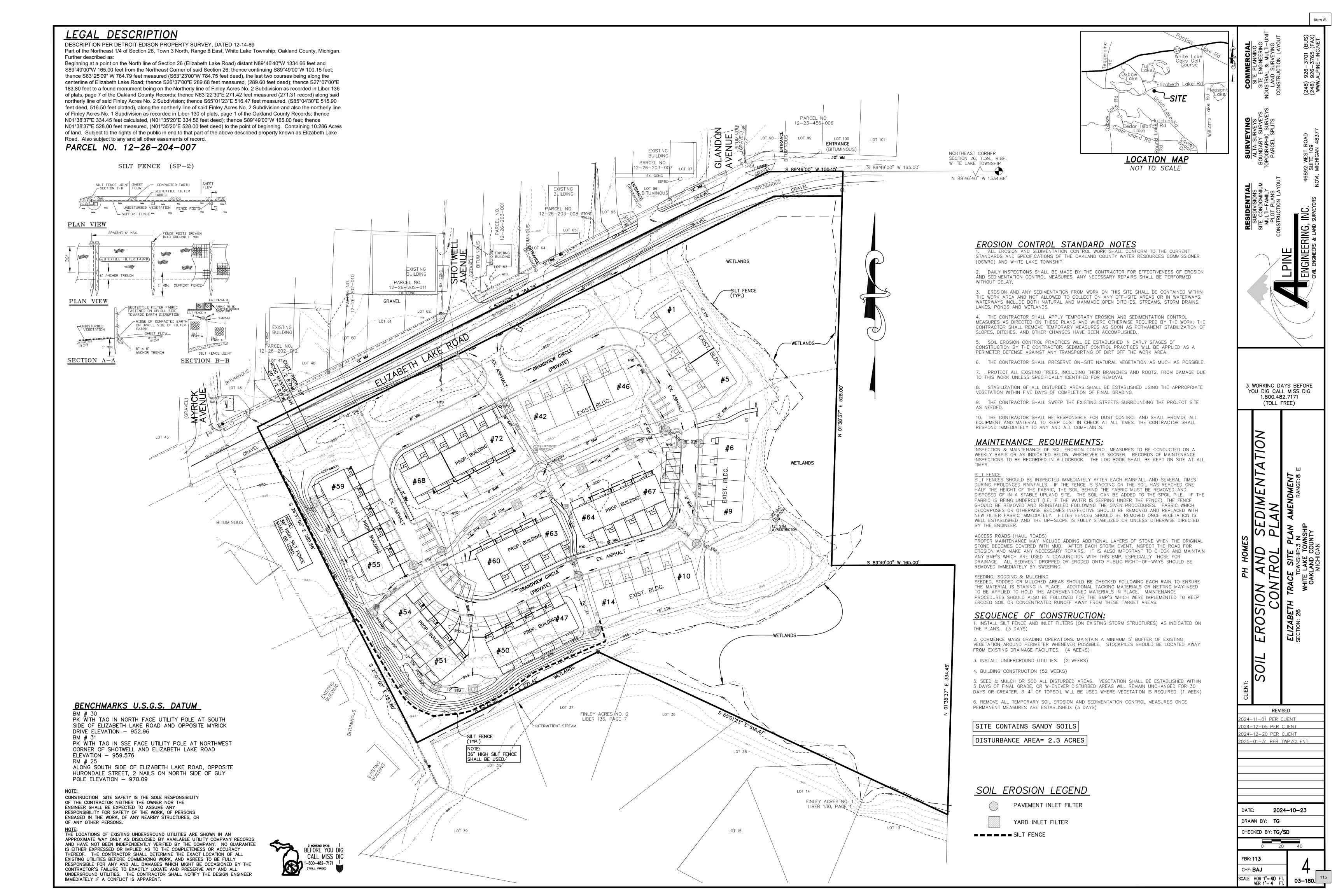
- F. Compliance with other laws: The variance is the minimum necessary to comply with state or federal laws, including but not necessarily limited to:
 - i. The Michigan Right to Farm Act (P.A. 93 of 1981) and the farming activities the Act protects;
 - ii. The Americans with Disabilities Act of 1990 (as amended), and the needs of handicapped individuals the Act protects, including accessory facilities, building additions, building alterations,
 - and site improvements which may not otherwise meet a strict application of the standards of this Ordinance.

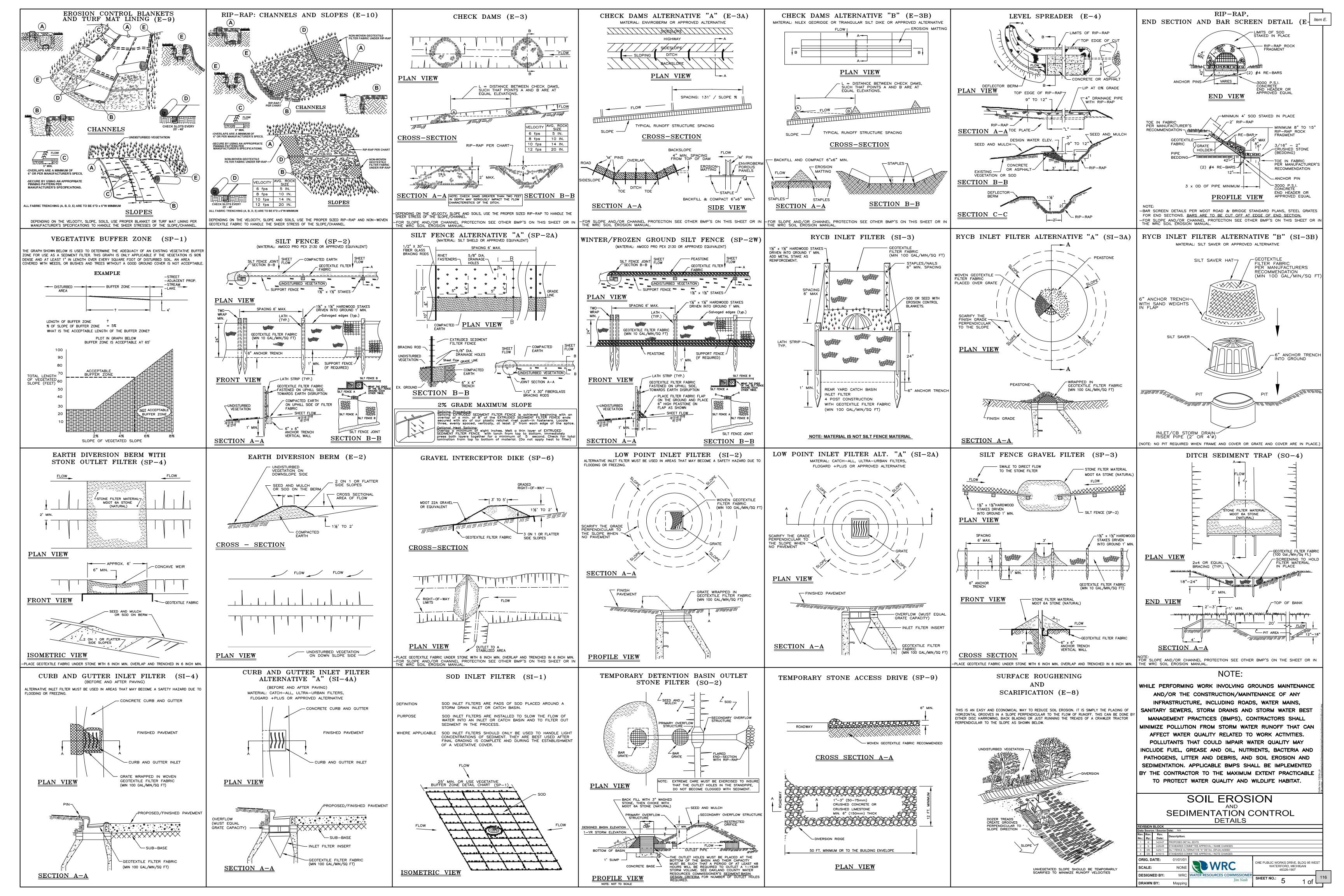
Response: The variances requested are the minimum necessary to comply with the above laws.









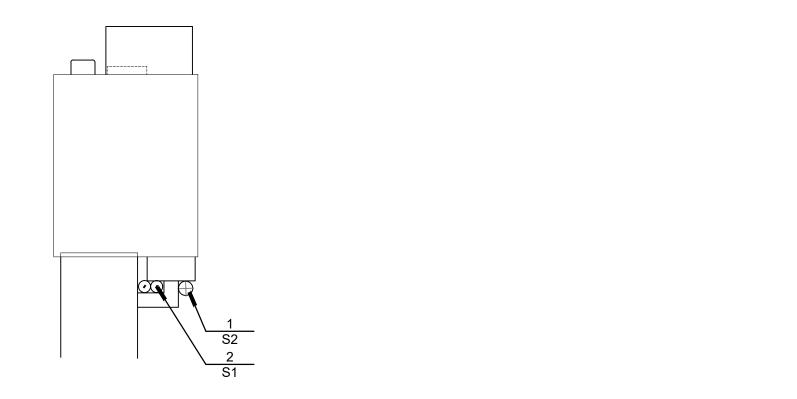






Typical Unit

1"=20'



Plant List

sym.	qty.	botanical name	common name	caliper	spacing	root	height
Street	Trees	1					
ARS	6	Acer rubrum 'Red Pointe'	Red Pointe Maple	2.5"	as shown	B&B	
LTS	2	Liriodendron tulipifera	Tulip Tree	2.5"	as shown	B&B	
GTS	6	Gleditsia triacanthos var. Imermis	Honey Locust	2.5"	as shown	B&B	
UPS	7	Ulmus a. 'Princeton'	Pinceton Elm	2.5"	as shown	B&B	
sym.	qty.	botanical name	common name	caliper	spacing	root	height
AK	4	Acer x. freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5"	as shown	B&B	
PA	7	Picea abies	Norway Spruce		as shown	B&B	7'
PG	4	Picea glauca var. densata	Black Hills Spruce		as shown	B&B	7'
PS	3	Pinus strobus	White Pine		as shown	B&B	7'
QM	6	Quercus macrocarpa	Burr Oak	2.5"	as shown	B&B	
				2.5"	as shown	B&B	
sym.	qty.	botanical name	common name	caliper	spacing	root	height
	lanting						
South	Expos	ure					
S1		Itea virginica 'Little Henry'	Dwarf Virginia Sweetspire		as shown	cont.	30"
S1		Buxus x 'Green Velvet'	Green Velvet Boxwood		as shown	cont.	30"
S1		Physocarpus 'Tiny Wine'	Tiny Wine Ninebark		as shown	cont.	30"
S2		Rosa 'Oso Double Red	Double Red Oso Rose		as shown	cont.	30"
S2		Hydrangea p. 'Little Quickfire'	Little Quickfire Hydrangea		as shown	cont.	30"
	Exposi						
S1		Buxus x 'Green Velvet'	Green Velvet Boxwood		as shown	cont.	30"
~ .		0	0 1111 10 :		and the second s		0.011

Red Sprite Dwarf Inkberry

Gold Mound Spirea

Nordic Inkberry Black Chokeberry

162,000 s.f. 24,300 s.f. (162,000 x 15%)

81 Trees (24,300 / 300) 13 Trees (Waiver Requested) 405 Shrubs (24,300 / 300) x 5

78 Unit Shrubs (Waiver Requested)

27,700 s.f.

as shown cont.

as shown cont.

as shown cont. 30" as shown cont. 30" as shown cont. 30"

Landscape Summary

Spirea j. 'Gold Mound'

llex glabra 'Nordic' Aronia melanocarpa

llex verticillata 'Red Sprite'

Existing Zoning	RM-1
Land Use Buffer A-2 Buffer Length Deciduous Trees Required Deciduous Trees Provided Evergreen Trees Required Evergreen Trees Provided Shrubs Required Shrubs Provided	662' (South and West) 22 Trees (662 / 30) 0 Trees (Waiver Requested) 22 Trees (662 / 30) 11 Trees (Waiver Requested) 176.5 Shrubs (662 / 30) x 8 0 Shrubs (Waiver Requested)

Interior Open Space Remaining Undeveloped Land Exclusive of Wetlands Open Space Required Open Space Provided Trees Required Trees Provided Shrubs Required Shrubs Provided

No Site Lighting is Proposed.

Seal:



Landscape Plan

Project:

Elizabeth Trace White Lake Township, Michigan

Prepared for:

Alpine Engineering, Inc. 46892 West Road, Suite 109 Novi, Michigan 48377

Revision:	Issued:
Review	October 24, 2024
Revised	November 1, 2024
Revised	November 15, 2024
Revised	December 5, 2024
Revised	December 20, 2024
Revised	January 31, 2025

Job Number:

24-070

Drawn By: Checked By:

0' 25' 50'



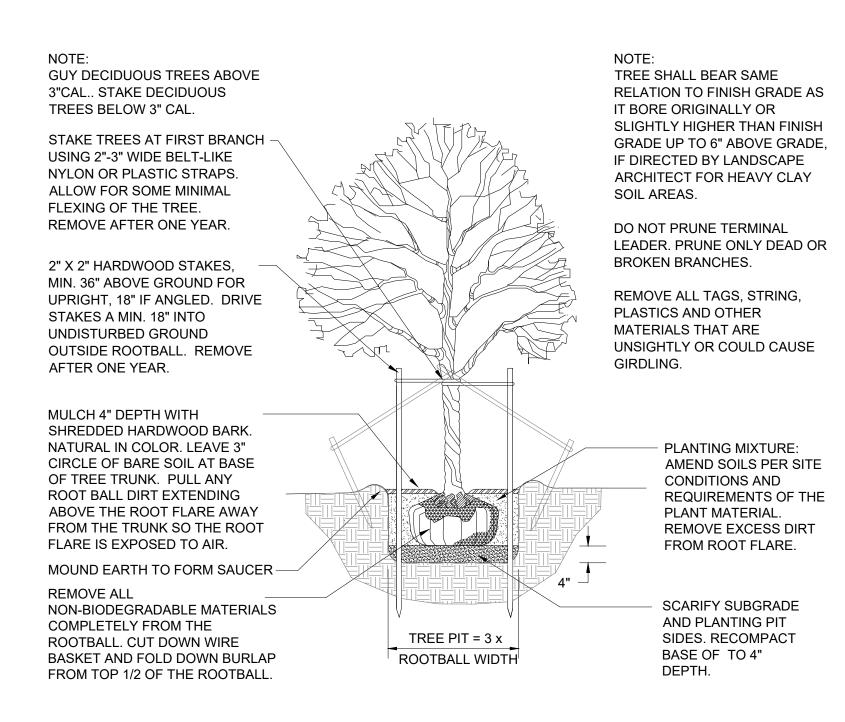
Know what's **below**. **Call** before you dig.

Sheet No.

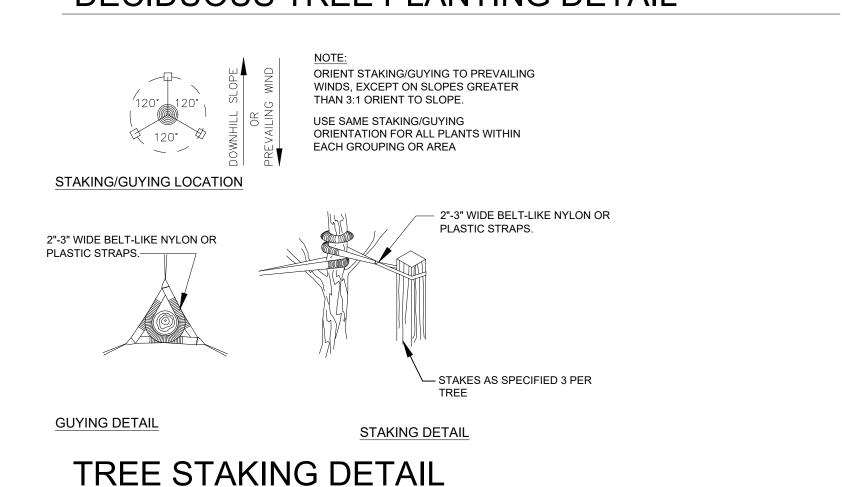
L-1

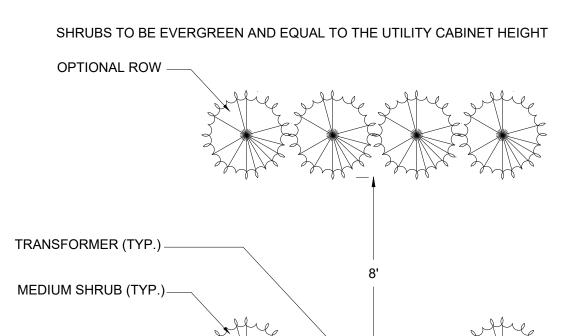
Northville, Michigan 48167

t. 248.467.4668

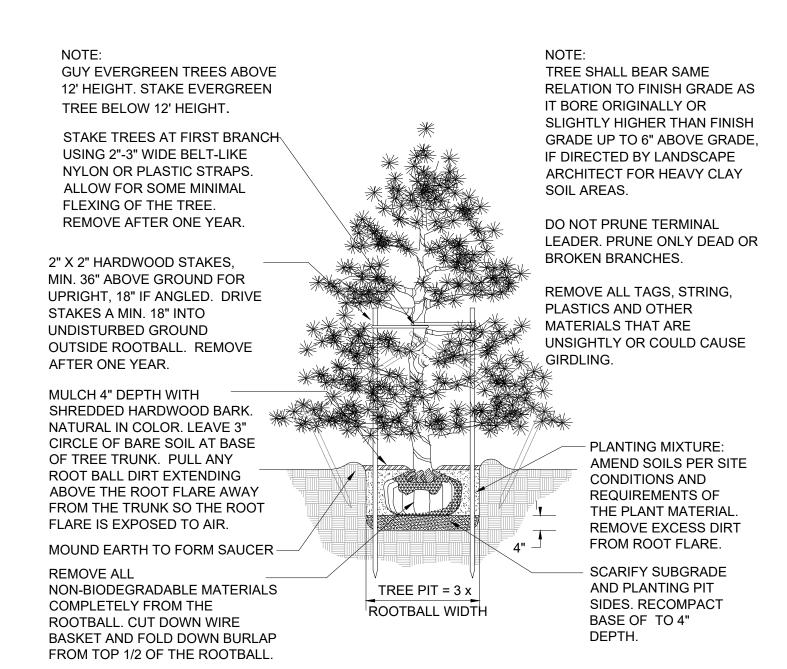


DECIDUOUS TREE PLANTING DETAIL

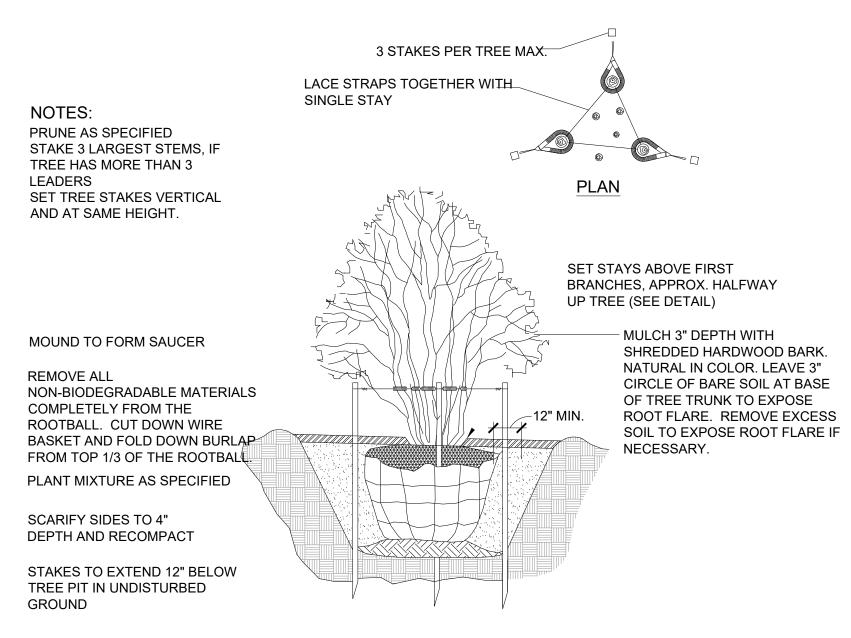




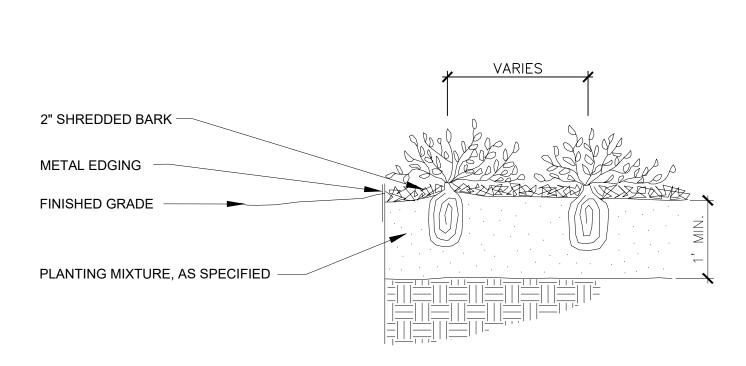
TRANSFORMER SCREENING DETAIL



EVERGREEN TREE PLANTING DETAIL



MULTI-STEM TREE PLANTING DETAIL Not to scale



PERENNIAL PLANTING DETAIL

NOTE: TREE SHALL BEAR SAME RELATION TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 4" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.

> PRUNE ONLY DEAD OR BROKEN BRANCHES.

REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE GIRDLING.

SCARIFY SUBGRADE AND PLANTING PIT

SIDES. RECOMPACT BASE OF TO 4" DEPTH.

SHRUB PLANTING DETAIL

NOT TO SCALE

REMOVE ALL

MULCH 3" DEPTH WITH

3" FROM TRUNK.

PLANTING MIXTURE:

AND REQUIREMENTS

AMEND SOILS PER

SITE CONDITIONS

OF THE PLANT

MATERIAL.

SHREDDED HARDWOOD BARK.

NATURAL IN COLOR. PULL BACK

MOUND EARTH TO FORM SAUCER

REMOVE COLLAR OF ALL FIBER -

POTS. POTS SHALL BE CUT TO

PROVIDE FOR ROOT GROWTH.

NON-BIODEGRADABLE MATERIALS

ROOTBALL. FOLD DOWN BURLAP

FROM TOP $\frac{1}{3}$ OF THE ROOTBALL

REMOVE ALL NONORGANIC

CONTAINERS COMPLETELY

COMPLETELY FROM THE

LANDSCAPE NOTES

- 1. All plants shall be north Midwest American region grown, No. 1 grade plant materials,
- and shall be true to name, free from physical damage and wind burn. 2. Plants shall be full, well-branched, and in healthy vigorous growing
- Plants shall be watered before and after planting is complete 4. All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least two (2) full years following
- City approval. 5. All material shall conform to the guidelines established in the most recent
- edition of the American Standard for Nursery Stock. 6. Provide clean backfill soil, using material stockpiled on site. Soil shall be
- screened and free of any debris, foreign material, and stone.
- "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
- 8. Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 compost, mixed well and spread to the depth as indicated in planting details.
- All plantings shall be mulched per planting details located on this sheet.
- 10. The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
- No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
- 12. The City of Novi's Landscape Architect shall be notified in writing of any discrepancies between the plans and field conditions prior to installation.
- 13. The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
- 14. The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the
- plans and specifications, if requested by owner. 15. Contractor shall be responsible for checking plant quantities to ensure
- quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
- 16. The Landscape Contractor shall seed and mulch or sod (as indicated on plans)
- all areas disturbed during construction, throughout the contract limits. 17. A pre-emergent weed control agent, "Preen" or equal, shall be applied
- uniformly on top of all mulching in all planting beds.
- 18. Sod shall be two year old "Baron/Cheriadelphi" Kentucky Blue Grass grown in a sod

Title:

Seal:

Landscape Details

Project:

Elizabeth Trace White Lake Township, Michigan

Prepared for:

Alpine Engineering, Inc. 46892 West Road, Suite 109 Novi, Michigan 48377

Revision:	Issued:
Review	October 24, 2024
Revised	November 1, 2024
Revised	November 15, 2024
Revised	December 5, 2024
Revised	December 20, 2024
Revised	January 31, 2025

Job Number:

24-070

Drawn By: Checked By:

Sheet No.

Know what's below.

Call before you dig.

L-2

CALL TO ORDER

Chairperson Carlock called the meeting to order at 6:30 P.M. She then led the Pledge of Allegiance.

ROLL CALL

Present:

T. Joseph Seward
Merrie Carlock, Chairperson
Scott Ruggles, Township Board Liaison
Mona Sevic
Robert Seeley, Vice Chair
Debby Dehart

Absent:

Pete Meagher

Others:

Sean O'Neil, Community Development Director Dave Hieber, Assessor Andrew Littman, Staff Planner Mike Leuffgen, DLZ Hannah Kennedy-Galley, Recording Secretary

APPROVAL OF THE AGENDA

MOTION by Commissioner Seward, seconded by Commissioner Seeley to approve the agenda as presented. The motion carried with a voice vote: (6 yes votes).

APPROVAL OF MINUTES

A. January 16, 2025

MOTION by Commissioner Seeley seconded by Commissioner Seward to approve the minutes as presented. The motion carried with a voice vote: (6 yes votes).

CALL TO THE PUBLIC (FOR ITEMS NOT ON THE AGENDA)
None.

PUBLIC HEARING

A. Zoning Ordinance Amendment - Article 5.0 Site Standards

Director O'Neil stated that there is a demand for taller accessory structures on the north end of the Township. The amendment would apply only to two-acre or bigger lots zoned SF or AG.

Chairperson Carlock opened the public hearing at 6:35 P.M. Seeing none, she closed the public hearing at 6:36 P.M.

MOTION by Commissioner Seward, seconded by Seeley to recommend approving the amendment to Zoning Ordinance No. 58, Article 5.7 - Accessory Buildings or Structures in Residential Districts to the Township Board. The motion carried with a voice vote: (6 yes votes).

NEW BUSINESS

A. PA116 Farmland and Open Space Preservation

Trustee Ruggles stated he had a few properties of his own enrolled in the public act. There is no effect on the Township. Assessor Heiber said the Oakland Conversation District has given pre-approval, so the Planning Commission will need to approve the request. Then, the Township Board will consider the request and, if approved, send it to the Oakland Conservation District for final approval.

MOTION by Commissioner Seeley, seconded by Commissioner Sevic to approve PA 116 Farmland and Open Space Preservation for the property located at 3049 Steeple Hill Road, contingent on Oakland Conservation District approval. The motion carried with a voice vote: (6 yes votes).

B. Elizabeth Trace

Identified as parcel number 12-26-204-038, located on the south side of Elizabeth Lake Road, east of Union Lake Road, consisting of 10.28 acres.

Request: Amended preliminary and final site plan approvals

Applicant: PH Homes

Director O'Neil briefly reviewed the applicant's request. The original approval of the Elizabeth Trace development was granted in 2004. He said the current applicant will be changing the floorplan of the proposed units but is largely trying to match the existing units with similar colors and materials. He said the current residents of Elizabeth Trace are favorable to the development being completed.

Mr. Leuffgen reviewed his letter. He noted a hold harmless agreement would need to be in place to protect the Township from potential work that the Township might need to do in stormwater easements.

Jim Eppink, 27 South Squirrel, was present to represent the applicant. He said the intention is to complete the neighborhood and modernize it. The new buildings will be 2' wider than the existing buildings. 26 units are being proposed. The patios will be located in a private storm sewer easement, and the HOA will ultimately maintain it. He didn't foresee issues in maintaining the storm sewer. The conflict with the patio is regulated to the concrete patios only, not the buildings themselves. Some of the units will have ejector pumps that will be privately maintained. He said he is willing to work with DPS to make sure they are satisfied with the condition of the stormwater sewer and will be entering into all the necessary easement agreements. A handful of variances will be requested, and are most likely caused due to new ordinance standards being applied to an existing older development.

Commissioner Seeley stated that the sidewalk is a must, and there is a property to the west of the site that will be connected to the sidewalk eventually. Mr. Eppink said he understood.

Tom Gizoni, 46892 West Rd #109, said the right of way in the area is tight with extensive landscaping. There is a large wetland system northeast of the site that will require 250' of boardwalk.

Commissioner Carlock asked if the wetland was on the subject property. Mr. Gizoni confirmed., and said constructing a sidewalk would be a challenge.

Commissioner Seward stated he did not like the straight flat rooflines in the front of the property. Mr. Eppink presented elevations. Commissioner Carlock said she wanted to see more brick on the buildings to be consistent with the existing buildings.

Commissioner Dehart asked if there would be bedrooms on the first floor. Mr. Eppink said the bedrooms are on the second floor, and the daytime living space is on the first floor. There will be basements. The price point will be somewhere around the upper \$300,000.

Commissioner Seward said he did not like the vinyl siding on the ends of the buildings. Mr. Eppink said he wanted to provide a modern living space and was constrained by setbacks and easements. The front exterior was articulated, and the interior living space was maximized.

The Planning Commission stated that the rear of the proposed buildings is not as aesthetically pleasing as the front of the buildings. They suggested a few cantilevers in the back over the windows. Director O'Neil said the Planning Commission can give the applicant guidance and it will be worked on within the Planning Department.

Commissioner Seeley restated the importance of a sidewalk surrounding the site.

MOTION by Commissioner Seeley, seconded by Commissioner Sevic, to recommend approval of the amended preliminary site plan to the Township Board for Elizabeth Trace, identified as parcel number 12-26-204-038, subject to sidewalk installation along the entire manicured portion of the right of way, and for the applicant to investigate a sidewalk being done on the east and to install the sidewalk (if it is a simple sidewalk), 6' brick on the rear of the building, and the additional bump-outs/dormers on the rear of the buildings, and all other variances agreed to. The applicant shall work with the Planning Department for additional details. The motion carried with a roll call vote: (6 yes votes). (Sevic/yes, Ruggles/yes, Carlock/yes, Seward/yes, Seeley/yes, Dehart/yes).

MOTION by Commissioner Seeley, seconded by Commissioner Ruggles to approve the final site plan for Elizabeth Trace, identified as parcel number 12-26-204-038, subject to the applicant addressing all comments in the preliminary site plan motion, approval of the preliminary site plan by the Township Board, and approval of all variances from ZBA. The motion carried with a roll call vote: (4 yes votes). (Seeley/no, Dehart/yes, Seward/no, Carlock/yes, Sevic/yes, Ruggles/yes).

CONTINUING BUSINESS

None.

OTHER BUSINESS

A. Conceptual review/discussion - Bogie Lake Road & Cedar Island Road

Director O'Neil briefed the Planning Commission on the site's history and the applicant's intended use. A conceptual site plan was presented.

Jim Eppink, on behalf of the applicant, said the entrance could be paved. Three different product types are being considered.

Commissioner Seward asked Mr. Eppink how the project fits into the Master Plan. He stated that the project is better than acre lots, and its proximity to the school campus will bring more families to the Township.

The Planning Commission shared their concerns regarding density, sidewalk connections, and community benefits.

Mary Earley, 5925 Pine Ridge Court, said the project's density is too much.

LIAISON'S REPORT

Commissioner Ruggles said the Phase 1 bid for Stanley Park to Cortis Brothers. Construction is scheduled to begin in April. The Board decided to move forward with the \$500,000 match for Stanley Park Phase 2 construction.

The February ZBA meeting was canceled.

Parks and Rec will hold a public hearing on Saint Patrick's Day to hear opinions on the elements for Stanley Park Phase 2.

DIRECTOR'S REPORT

Director O'Neil stated repair is ongoing to the damaged light poles on Elizabeth Lake Road. The Civic Center construction is moving along. The Avalon project is looking to secure easements from the Huron Valley School District. White Lake Motors is looking to resubmit its site plans and concurrently submit them for preliminary and final site plan approval.

NEXT MEETING DATE: March 20, 2025 & April 3, 2025

ADJOURNMENT

MOTION by Commissioner Seeley, seconded by Commissioner Dehart, to adjourn at 8:50 P.M. The motion carried with a voice vote: (6 yes votes).