

Wexford County Joint Planning Commission~~Township of Selma~~

Short Title: An ordinance to amend the Wexford Joint Planning Commission Article 5501, as amended.

THE TOWNSHIP OF _____ WEXFORD JOINT
~~PLANNING COMMISSION~~ ORDAINS:

Section 1: The following described lands are hereby conditionally rezoned from “R2A” (General Single-Family Residential) to “C” (Commercial):

PARCEL 1: THE EAST 600 FEET OF GOVERNMENT LOT 1 (THE NORTH ½ OF THE NORTHWEST ¼), SECTION 36, T22N, R10W, EXCEPT A PARCEL COMMENCING AT THE NORTH ¼ POST; THENCE S89°36’W227.35 FEET TO THE CENTERLINE OF HIGHWAY M-115; THENCE S18°29’E 752.80 FEET ALONG HIGHWAY M-115 CENTERLINE TO THE NORTH-SOUTH ¼ LINE; THENCE N00°57’W 717.83 FEET TO THE POINT OF BEGINNING, AND THE NORTH ½ OF OUTLOT 1 OF HIAWATHA BEACH PARK, SELMA TOWNSHIP, WEXFORD COUNTY, MICHIGAN. There is no assigned address at this time. (hereafter, the “Property”)

PARCEL 2: A PARCEL IN THE NORTH ½ OF THE NORTHEAST ¼, SECTION 36, T22N, R10W, COMMENCING 717.83 FEET SOUTH OF THE NORTH ¼ POST; THENCE S00°57’E 599.18 FEET; THENCE N89°38’E 189.63 FEET TO THE CENTERLINE OF HIGHWAY M-115; THENCE N18°29’W ALONG HIGHWAY CENTERLINE 628.37 FEET TO THE POINT OF BEGINNING, SELMA TOWNSHIP, WEXFORD COUNTY, MICHIGAN. There is no assigned address at this time. (hereafter, the “Property”)

Section 2: The official zoning map of the Wexford Joint Zoning Ordinance ~~Planning Commission in the area corresponding to the Property~~ is hereby amended to reflect the rezoning described in Section 1 and the Commission is hereby directed to prepare or cause to be prepared a new Official Zoning Map reflecting this amendment.

Section 3: The rezoning described in Section 1 above shall be on the following express conditions offered by the current owner/developer of the lands described in Section 1 (“Developer”):

- A. Developer agrees to operate a self-storage business from this location and will appropriately name the business Lake Mitchell Self-Storage. No other business will be operated from this site.
- B. The business will be scalable and may consist of three major growth phases. Phase one will be site prep and installation of up to three (3) 150’ x 30’ steel buildings. The business will open. Phase two will be addition of up to four (4) additional buildings, depending largely on market demand and unit sizes/needs. Phase three would be addition of a climate-controlled building to accommodate watercraft and RV’s. This building would be a clear span warehouse-style or partitioned cells.
- C. Developer will provide a minimum 225-foot buffer from the existing residential lots located on Hiawatha Park Drive. This buffer is more than 3 times the required 60ft (Article 55, 5504, D,c) All vegetation located in this woodland buffer is to be preserved. Developer/owner reserves the right to trim/maintain live trees that impose a threat to neighbors and/or structures nearby. Developer/owner reserves the right to remove downed plants/trees that would be considered a fire hazard by DNR officials and/or qualified forestry experts. The Developer/owner maintains the identified buffer/setbacks are private property and are not to be considered “public access” or “common areas”.
- D. Developer will plant new trees and/or native vegetation within the setbacks on the Property in order to improve the screening of the proposed development from the property owners along the west property line. Appropriate density and types of vegetation will be decided solely by the Developer/owner.
- E. Developer agrees that the first-phase storage buildings will be constructed on the eastern central or north-eastern central portion of the Property. Subsequent buildings will be added in 2019, and as business supports. All future buildings will be no closer than 225 feet to the east property line of the Property (see condition A. above).

- F. Developer agrees the color scheme for the buildings will be shades of tan and green, in a color shade that compliments native vegetation.
- G. Developer agrees to install lighting that meets/exceeds local codes/ordinances and will adequately baffle lighting in a direction that minimizes lamination of neighboring properties.
- H. Developer agrees to operate the business from one driveway, located on M-115, with MDOT approved specifications/inspections.

Section 4: Severability: Should any provisions of this ordinance or any part thereof be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions hereof or of any other provisions of the ~~Township of Selma-Wexford Joint~~ Zoning Ordinance.

Section 5: Repeal: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6: Effective date: This ordinance shall be effective ~~10 days from the date hereof~~ on the 8th day following its approval by all participating municipalities and publication as required by law.