

Wexford Joint Planning Commission
 c/o Cherry Grove Township
 4830 E. M-55, Cadillac, MI 49601-9332
 Ph: 231-775-1138x6 Fax: 231-775-0037 Attn: WJPC
 planningandzoning@wexfordjpc.org

**SPECIAL LAND USE
 PERMIT APPLICATION**

1. APPLICANT: Name: Kirkman Keith Dwayne
 (Last) (First) (MI)
 Address: 3847 Morningside Dr. Traverse City MI
 (No. & Street) (City) (State) (Zip) 49684
 Phone Nos: _____ 231-392-6534 _____
 (Work) (Home) (Cell) (Fax)

2. APPLICANT'S INTEREST IN PROPERTY: OWNER

3. OWNER: Name: Same as Above
 (Last) (First) (MI)
 Address: _____
 (No. & Street) (City) (State) (Zip)
 Phone Nos: _____
 (Work) (Home) (Cell) (Fax)

4. REQUESTING SPECIAL LAND USE PERMIT FOR (Specify Use): Rental Cottage
Industry to rent out as short term rental

5. LEGAL DESCRIPTION OF PROPERTY: Lot 1 SB & 59 Hideaway
Plat CG, Sec 3 T21N R10W - CAPS -

6. ADDRESS OF PROPERTY: 116 West Lake Dr. Cadillac, MI
49601

7. PRESENT USE OF PROPERTY: Vacation / second home

8. ATTACH REQUIRED SITE PLAN DRAWING and all documentation required to demonstrate compliance with Article 94 (Site Plan), Article 86 (Special Uses), and all other applicable articles and provisions of the Wexford Joint Zoning Ordinance.

9. NAMES & ADDRESSES OF ALL OTHER PERSONS, FIRMS, OR CORPORATIONS HAVING A LEGAL INTEREST IN THE PROPERTY: Same as Item 1 &
DBA "Lazy A Corp Cabin Rentals" same address as owner

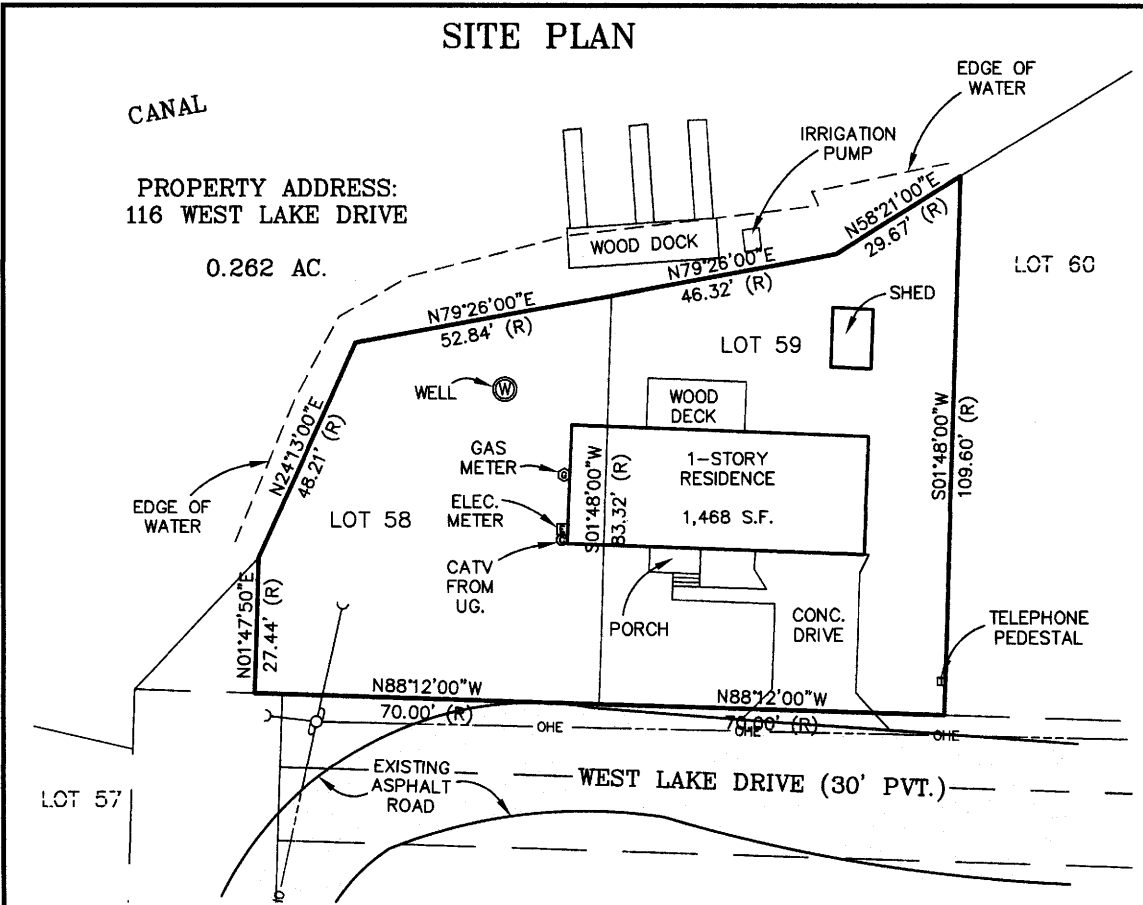
10. APPLICANT'S SIGNATURE: [Signature]
 X _____ Date: 6-29-18

11. OWNER'S SIGNATURE: [Signature]
 X _____ Date: 6-29-18

-OFFICIAL USE ONLY-

CASE NO: SLUP-2018-03
 FILING DATE: 07-11-2018
 REC'D BY: BA RECEIPT NO: 301836 14/07000
 PC ACTION: _____ DATE: _____
 BOARD ACTION: _____ DATE: _____
 EFFECTIVE DATE: _____

SITE PLAN



PROPERTY ADDRESS:
116 WEST LAKE DRIVE

0.262 AC.

PROPERTY DESCRIPTION (FROM TAX ROLL):

A PARCEL OF LAND, SITUATED IN THE TOWNSHIP OF CHERRY GROVE, COUNTY OF WEXFORD, STATE OF MICHIGAN, DESCRIBED AS:

LOTS 58 AND 59 OF THE HIDEAWAY, AS RECORDED IN LIBER 5 OF PLATS ON PAGES 155 THROUGH 157, INCLUSIVE, WEXFORD COUNTY RECORDS.

PART OF GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 21 NORTH, RANGE 10 WEST, CHERRY GROVE TOWNSHIP, WEXFORD COUNTY, MICHIGAN.



LEGEND

- IRON FND
- IRON SET
- ▲ P.K. FND.
- △ P.K. SET
- ⊙ MONUMENT FND.
- ⊕ MONUMENT SET
- (R) RECORD
- (M) MEASURED

SCALE 1" = 30'

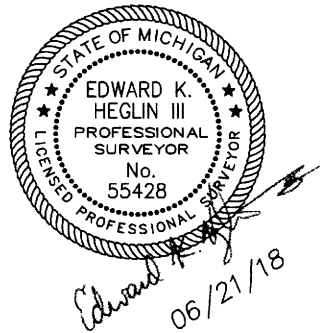
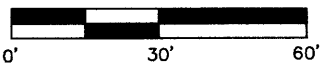


EXHIBIT A

CLIENT: DEWAYNE KIRKMAN		DRN: ekh	CHK: EKH	DATE: 06/21/18	18-0065
	1302 E. 40 1/2 ROAD CADILLAC, MI 49601 OFFICE: (231) 342-5012 CELL: (231) 342-9892	PART OF GOV'T LOT 2 (SE 1/4) SECTION 3, T21N, R10W CHERRY GROVE TOWNSHIP WEXFORD COUNTY, MICHIGAN			S I M I L A R I T 1 of 1

Minimum Requirements for a Site Plan [Residential / Residential Accessory Use]

- Show length of all parcel lines
- Show all known easements
- Show sizes of all existing and proposed structures
- Show setbacks to all existing and proposed structures from all property lines
- Show distances from all existing and proposed structures to all bodies of water (lake, river or stream)
- Show elevations of buildings / structures as appropriate to demonstrate compliance with maximum height requirements

And ... please send a brief narrative answering the following to the best of your ability:

8609. Special Use Permit Standards

A. The standards for determining if a Special Use Permit is to be granted or not are:

1. Is the use reasonable and designed to protect the health, safety and welfare of the community, Yes, it is just for the same usage as when I am using it personally.
2. Is the use consistent with the intent and purpose of the district, Yes residential usage by 6 or less people at a time.
3. Is the use compatible with adjacent land uses, Yes there are multiple homes in the are being used as second homes, and vacation rentals. Also directly across the street is the Youth camp Torenta
4. Is the use designed to insure that public services and facilities are capable of accommodating increased loads caused by the land use or activity, and There are no increased loads. The maximum use at one time is 6 people, and much of the other time it is vacant. As far as cars I only allow 3 cars maximum, but most of the time it is just one car.
5. Does the use comply with other general and specific standards in section 1601 of this Ordinance, the respective district, and general provisions of this ordinance As I stated above this is an ordinary use of the property to the area.

Feel free to send this via email – I will need this not later than July 27, 2018.

Bob

Planning and Zoning Administrator
Wexford Joint Planning Commission
c/o Cherry Grove Township
4830 E. M-55
Cadillac, Michigan 49601

Email: planningandzoning@wexfordjpc.org

Phone: 231-775-1138 Extension #6

Fax: 231-775-0037 Attn: WJPC

<http://www.wexfordjpc.org>

LAZY ACORN CABIN RENTALS Short Term Vacation Rental Property Terms & Conditions of Occupancy

NOTICE: Property is furnished to the needs of the owner. Owner's personal property must be respected. LAZY ACORN CABIN RENTALS represents the owner(s) of the Property(s) in a client/agency relationship. The terms Guest(s) & Tenant(s) are used interchangeably and are defined as the principal party(s) renting a vacation property and those accompanying the principal party. In consideration of the monies received and the mutual promises contained herein, the Manager (Manager) of the subject Property hereby agrees to give a license to use the property to the undersigned, (herein referred to as Guest), on the Property and dates described on the reservation form and in the confirmation e-mail, under the conditions stated herein.

Advance Payment: Guest agrees to pay LAZY ACORN CABIN RENTALS an Advance Payment in the amount specified on the reservation confirmation e-mail. Advance Payment is used to secure the Property for advance reservations and is due at the time the reservation is made.

Final Payment: Guest agrees to pay LAZY ACORN CABIN RENTALS the final payment on the date due and in the amount specified on the reservation confirmation.

Sight Unseen: We try to undersell and over-deliver our Property; however, your ideas and ours might not agree on this Property. We will not give refunds or adjustments if it does not meet your idea of the Property. In the event of a break down, we strive to make repairs as soon as possible. The owner will not be obligated to provide replacements or give refunds for failure or absence of items. Please review Terms and Conditions of Occupancy as these terms apply to this property. Terms and Conditions are not subject to any modification.

ALL RESERVATION CONFIRMATIONS CONTAIN THE FOLLOWING

- Total Rental Rate (plus pet fee of \$50 if applicable)
- Refundable Security Deposit of \$150.
- Sales tax
- Additional rules specific to the Property, including maximum occupancy of 6 people.

1. **RESERVATION DEPOSIT:** Reservations require an initial reservation deposit that is applied toward the entire reservation. Upon receipt of initial reservation deposit, a confirmation with payment due dates will be mailed to the principal party named on the reservation.

2. **PAYMENT/BALANCE DUE:** A final payment is due within 30 days of the first rental date. This payment shall be for the total rent due, taxes, and any additional fees, less the initial reservation deposit. The reservation may be cancelled without further notice if timely payments are not received by LAZY ACORN CABIN RENTALS by due date. Final security deposits are due no later than 30 days prior to arrival. LAZY ACORN CABIN RENTALS will send out an e-mail reminder, however, it is up to the renter to have the final payment sent in per the confirmation (see confirmation for due dates). All funds received are deposited in an interest bearing trust account until disbursement. Interest earned on escrow/trust account is paid to LAZY ACORN CABIN RENTALS

3. **CLEANING FEE:** Property may require department cleaning services. Guests are responsible for leaving the Property in good order before departure for the next guests. Guest shall leave all doors and windows locked and make sure the heat (winter excluded) and lights are turned off upon checkout. With limited time available between guests, guest is required to complete the following.
 - Return furniture to original locations.
 - Wash and put away all dishes.
 - Remove all food and trash from home, and in some cases take trash home with them.
 - Appliances, counters and other surfaces must be wiped clean.
 - Carpets and floors are to be broom/vacuumed cleaned of excessive debris.
 - Failure to complete the above will result in extra charges plus applicable taxes that will be deducted from the security deposit or billed to Guest.

4. **SECURITY/DAMAGE DEPOSIT (REFUNDABLE):** A security deposit of \$150 is required.

5. **CANCELLATIONS:** In the event of a cancellation, notice must be in writing to:

LAZY ACORN CABIN RENTALS
3847 Morningside Drive
Traverse City, MI 49684

If a confirmation is cancelled thirty one (31) days prior to the arrival date, we will refund one hundred (100) percent of the total rental fee, less a 10% cancellation fee. If a confirmation is cancelled thirty (30) days or less prior to the arrival date, and if the property is re-rented for the original vacation rental amount, we will refund one hundred (100) percent of the total rental amount, less the cancellation fee. If re-rented for less than the original rate, renter will receive the balance of the rental amount, less the booking and cancellation fee. If the Property is not re-rented, or if there is payment outstanding, no refund will be paid.

- 6. CHANGING/TRANSFERRING RESERVATIONS:** Any change or transfer of a confirmed reservation within the same property is subject to a \$50.00 change/transfer fee and Property owner approval.
- 7. PETS:** Pets are allowed, there are additional fee of \$50. All pets must be kept on rental property. Guests must abide by all local pet regulations and leash laws. LAZY ACORN CABIN RENTALSS reserves the right to bill guest for any pet related damage or cleanup of pet debris upon departure. Guests (including visitors and day guests) who bring pets will be subject to pet fees, additional cleaning fees and **possible removal** from the property without refund.
- 8. METHOD OF PAYMENT:** All rates quoted by LAZY ACORN CABIN RENTALS are amounts payable by cash, check, money order, Pay Pal, or credit card in U.S. funds. All non-U.S. bank drafts and checks are subject to collection and processing fees. To avoid excessive bank fees, we suggest obtaining drafts on U.S. banks. All returned checks are subject to a \$50 fee. If using PayPal or credit card please just notify us to send you a payment request via email.
- 9. CHECK-IN TIME:** Check in time is noon or later. Changes to the check in time must be approved in writing ahead of time with LAZY ACORN CABIN RENTALS.
- 10. CHECK-OUT TIME:** Check out and vacating property on the day of departure is 10 am except Weekend Package is 9 pm on Sunday. Guest will be charged one additional day rental if property is not vacated by check out time. See any additional check out instructions on your Guest Confirmation Letter. **There is a \$25.00 charge to principal party for lost or missing keys.** The Guest acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days and is treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this license. The

Property is rented on regular short term periods and for significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, LAZY ACORN CABIN RENTALSS would face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the check out day by the check out time. Failure to do so will entitle LAZY ACORN CABIN RENTALS, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

11. SUBLETTING PROHIBITED: Guest acknowledges that the rental property may not be sublet. Subleasing shall immediately void any rental agreement with no refund due to Guest.

12. GUEST/OCCUPANCY: Vacation property is limited to the maximum occupancy of 6 people. Overnight guests (8:00 p.m. – 8:00 a.m.) are limited to the maximum occupancy limits and includes all adults and children (Infants under the age of 1 are not included as children). If a Guest plans to have DAY GUESTS, contact the LAZY ACORN CABIN RENTALS office prior to arrival. The Guest must be present at the Property for the time of the reservation and take full responsibility for the Property. Small children are the responsibility of the Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use is at your own risk. Guest takes full responsibility for all lost or broken items and any damages to the Property of any kind.

13. HOUSE PARTIES/LARGE GATHERINGS: House parties and large gatherings exceeding maximum occupancy are prohibited and may result in Guest's immediate removal.

14. QUIET HOURS: For Guest's enjoyment and the enjoyment of others, please respect quiet times between 9PM and 8AM.

15. PARKING: Parking is limited to 3 vehicles. Excess vehicles on property are subject to removal at Tenant's expense.

16. ITEMS NOT SUPPLIED: There will be NO maid service during the week, but, if requested, is available at an additional charge. Minimal paper products are supplied, however, the Guest is welcome to bring condiments, coffee and additional paper products.

17. ACCOMODATIONS: Property is privately owned, individually furnished and equipped for housekeeping with basic items such as cookware, flatware and dishes. Other small

appliances, chairs, TV, radio, fans, etc., may or may not be provided. LAZY ACORN CABIN RENTALS is unable to provide additional furnishings or appliances. No cable TV, Internet, or phone. (Exception WIFI is provided at the "Yellow Perch" only.) A TV, DVD player, and VCR are at each property with some movies for your use.

18. CAMPERS/MOTOR HOMES/TENTS: Campers, motor homes or the use of tents on any rental property is prohibited.

19. GAS GRILLS AND CHARCOAL BARBEQUES: GAS AND CHARCOAL MUST BE PROVIDED BY GUEST. LAZY ACORN CABIN RENTALS can provide a list of local filling stations. Outdoor cooking is allowed, but only in U/L approved grills. ALL cooking surfaces must be left clean by guest upon departure to avoid extra cleaning charges. **NO grills are to be used within 15 feet of cabin structure!**

20. CAMPFIRES: Campfires are allowed in the fire pit. Firewood is provided at no additional fee. Due to different harmful diseases to our forest, please do not bring any wood from other areas. Absolutely NO firewood is to be attained from destroying trees or woods on property. This may result in termination of contract, and forfeiture of deposit. The Township, County or DNR may restrict fires at times during the season and all guests must follow those restrictions. All fires shall be properly extinguished. NO burning of garbage that should not be burned such as but not limited to plastic, metal, fabrics, etc. This may result in termination of contract, and forfeiture of deposit.

21. MECHANICAL & APPLIANCE FAILURE: LAZY ACORN CABIN RENTALS will use its best efforts to have mechanical (water, septic, electrical and plumbing) and appliances failures corrected as soon as possible, but cannot control the scheduling of outside service contractors. NO REFUNDS will be made for appliance(s) or mechanical failures or breakdowns. LAZY ACORN CABIN RENTALS shall have the right to arrange, inspect and make repairs during the rental period. Guest will be charged for unnecessary maintenance and service calls or repairs caused by abuse beyond normal wear and tear. NO refunds will be made for the malfunction of appliances or equipment.

22. UNFORESEEN CIRCUMSTANCES: If the rental property becomes unavailable or uninhabitable, LAZY ACORN CABIN RENTALS reserves the right to cancel reservation or reschedule for different date. Owner and LAZY ACORN CABIN RENTALS are not liable for any acts of nature or major mechanical failure that would prohibit or limit the use of a Property.

23. ERRORS AND OMISSIONS: LAZY ACORN CABIN RENTALS has taken great effort to ensure the information in our brochure, website, and all of our printed material is accurate.

We cannot be held responsible for errors, omissions or change in prices. Property is privately owned and its furnishings vary depending upon the owner's taste. LAZY ACORN CABIN RENTALS cannot guarantee the presence of particular listed furnishings because they may change from time to time depending on the owners' taste.

24. LIABILITY: Guest(s) agrees to hold harmless and indemnify the Owner and rental agent, its employees, agents, servants and repairmen, from any claim for loss of property, damage to property, loss of life or personal injuries received and in any way related to or while occupying the rental property and the Guest hereby assumes the risk for any such loss or injury during the term of the tenancy created hereby to anyone visiting or occupying the Property during said occupancy. Guest(s) understand and agree that any use of the local waterway for recreation such as but not limited to swimming, boating, fishing, etc. is AT YOUR OWN RISK. All such activities can be dangerous, and the guest(s) are participating at their own risk with the owner not being held responsible for any damages/injuries that may occur. The guest(s) are responsible to conduct such activities with great safety using and providing the property safety materials needed such as but not limited to life jackets, floatation devices, horns, flares, etc. The parties hereto stipulate and agree that jurisdiction for any dispute arising out of the use, occupancy and rental of the Property identified herein shall be decided under the laws of the State of Michigan and that the Circuit Court for Grand Traverse County is the appropriate venue for any litigation arising out of the agreement.

25. AGENCY DISCLOSURE: LAZY ACORN CABIN RENTALS represents the property owner(s). LAZY ACORN CABIN RENTALS will make every effort to assist Guest(s). LAZY ACORN CABIN RENTALS is a vacation home rental company and the management of the Property is the sole responsibility of the Owner(s).

26. GUEST RESPONSIBILITY: The guest whose name appears on the confirmation is responsible for all Terms and Conditions set forth in this document for them, their guests or others they may have visiting or staying at the vacation rental property during their term of occupancy.

27. VIOLATION OF TERMS OR CONDITIONS OF OCCUPANCY: When Guest(s) violate(s) any of the terms of occupancy, property rules, community rules or regulations, the Guest(s) may be asked to vacate the property by LAZY ACORN CABIN RENTALS and NO refund will be due to Guest(s).

28. SNOWMOBILES/ATVs: If a snowmobile/ATV is used on property, the Guest(s) shall follow all rules and restrictions. It is the Guest's responsibility to ensure that helmets are worn when required. Snowmobile/ATV riding is restricted to snowmobile/ATV trails and cabin driveway. NO riding in woods or on neighboring property/fields.

29. SMOKING: There is absolutely NO Smoking allowed inside buildings. If it is determined that smoking has occurred inside any building the entire security deposit will be automatically forfeited. Smoking is allowed outdoors, but cigarette butts are to be disposed of properly either in fire pit or trash.

30. HEADINGS: headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of the Agreement. GUEST AGREES TO ABIDE BY THESE TERMS OF OCCUPANCY, INCLUDING ADDITIONAL RULES LISTED IN CONFIRMATION. UPON TENDER OF ANY PAYMENT, LAZY ACORN CABIN RENTALS, AGREES TO MAKE PROPERTY AVAILABLE SUBJECT TO THIS DOCUMENT AND RENTAL CONFIRMATION SUPPLIED TO GUEST.

I agree that all rental monies are non-refundable per cancellation policy above. By signing below, I agree to all Terms and Conditions of the Agreement and the attached Confirmation Letter. By checking the box marked "I accept rental terms and conditions" and submitting your reservation, Guest hereby agrees and accepts all the Terms and Conditions stated above. Notwithstanding anything to the contrary, this Occupancy Agreement is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the unit.

_____ I accept rental Terms and Conditions

Signature: _____ Date: _____

Contact information (please print):

Name: _____

Address: _____

Phone: ____ - ____ - ____ Email: _____

Location Requested (Circle One): Cabin Blue Gill Yellow Perch

Rental Dates Requested:

Arrival noon or after on _____ to leave by 10 am on _____.

Fees: Rental Rate \$ _____

***"Cabin" Rates Year Round & "Blue Gill" Rates from September to May 19th (\$100 a day 2 day minimum weekdays only, or \$300 weekend package check in Friday noon or after checkout 9 pm Sunday, or \$600 per 7 consecutive day week)

*** "Yellow Perch" Rates from September to May 19th (\$110 a day 2 day minimum weekdays only, or \$325 weekend package check in Friday noon or after checkout 9 pm Sunday, or \$650 per 7 consecutive day week)

*** "Blue Gill" Rates from May 20th to the 1st Sunday in September (\$125 a day 2 day minimum weekdays only, or \$350 weekend package check in Friday noon or after checkout 9 pm Sunday, or \$750 per 7 consecutive day week)

*** "Yellow Perch" Rates from May 20th to the 1st Sunday in September (\$150 a day 2 day minimum weekdays only, or \$425 weekend package check in Friday noon or after checkout 9 pm Sunday, or \$900 per 7 consecutive day week)

Pet Fee \$ _____ (One Time \$50 fee)

Sales Tax \$ _____ (6% of above total items)

Security Deposit \$150.00 (Not Taxed)

Total to be Paid \$ _____ Check ___ Money Order ___ Paypal ___ Credit Card ___