

John H. Graf
10137 Beekman Place Drive
Houston, Texas 77043-4313

Additional

August 16, 2020

Lincoln County Land Services Department
Zoning and Conservation Office
Lincoln County Service Center
801 Sales Street Suite 103
Merrill, Wisconsin 54452-1632



Attention: Lincoln County Board of Adjustment
Ms. Kim Brixius, Secretary

N9955 Mohawksin Road, Tomahawk, Wisconsin (In Town of Bradley)

Petition For Variance

We object to an additional building on property as there are already three structures, none of which conform to standard setbacks.

We object to placement of storage building on property as it would give the appearance of a business, contrary to the covenants of all properties of Mohawksin Lake Point Subdivision.

There is already an outbuilding that was not part of the previous mobile home structure footprint, which I verbally objected to land management administrator without satisfaction.

The erection of storage building on the property will be detrimental to the value of all adjacent neighborhood properties.

We do not feel a setback variance is warranted and should be denied.

Respectfully Submitted,

Ann and John Graf
N9947 Mohawksin Road
Tomahawk Wisconsin 54487

Attachments: Covenants to Mohawksin Lake Point Subdivision as supplied by Onedia Title

RECEIVED

PETITION FOR VARIANCE

Variance # VAR-20-002

2020

Date filed 7/09/2020

Fee \$ 450.00

Receipt # 14357

Owner Information: Name Richard + Charmaine Kaiser

Mailing Address: N9955 Mohawksin Rd Tomahawk, WI 54487

Daytime Telephone Number: (317) 223-1805

Legal description of the property: NW/NE + SW/NE Sec 31, T. 35 N, R. 6 E

and/or Lot Number 28, Subdivision Name Mohawksin Lake Point Sub-Div

Property Address N9955 Mohawksin Rd Tomahawk, WI

Tax Parcel Number 00435063149870 PIN 04.313506.021.000.28.01

Zoning district RR1 Lot size .49 Acres

Current use and improvements 2 bedroom Home with 1 car attached garage + 1 car detached garage + shed

Proposed use and improvements 20x20 Garage for storage

Ordinance section relating to variance request 63 FT setback from center line of road

Relief is requested to allow: 47 FT setback from center line of road

for 20x20 garage.

Address each of the following criteria for granting a variance (please be specific).

- 1) Unnecessary hardship is present because... LOT has 15 FT of water frontage 15 at a 45° angle NOT allowing for any access to a boat house for storage from the lake on lot. Severe soil, ground + tree + shoreline disturbance would be needed to correct this
- 2) Unique features of this property prevent compliance with the terms of the ordinance; they include... Lot is only 144 FT deep with current setback regulations of 75 FT from water + 63 FT from center line of road 20x20 will not fit. Also 45° angle of shoreline will NOT allow access from water.
- 3) A variance will not be contrary to the public interest because... proposed building will meet all other required setbacks from adjoining properties and there are already several buildings in the subdivision which are close to the road

Names of adjoining property owners:

Mark A Kaiser, John Graf

See reverse side for additional requirements and signature line

Owner Kaiser Last Name
 First Name Richard + Charmaine
 Tax Parcel # 004-3506-314-9870
 Town Bradley
 Subdiv. Mohawksin Lake Point Sub.
 Block 28
 Lot 28
 E Lot 6
 T 35
 N, R 6
 Sec. 31
 SW/NE 1/4
 GL
 Property Desc (.49 acres)

NOTICE OF PUBLIC HEARING

The Lincoln County Board of Adjustment will hold a Public Hearing on Thursday August 27, 2020 at 9:00 a.m. to take testimony on the items listed below. The public hearing will be held at the Lincoln County Service Center, Meeting room #255/257/260, at 801 N. Sales St., Merrill, WI. The public may attend either in person or via telephone conference (details may be found in agenda once it is posted at <https://co.lincoln.wi.us/meetings>).

VARIANCE

1. A request for variance by Richard and Charmaine Kaiser from section 17.4.10 of Lincoln County Ordinance to allow for the building of a structure which is less than the minimum required street yard setback from the town road right-of-way and the town road centerline. The property is Lot 28 Mohawksin Lake Point Sub-Div located in the W ½ NE ¼ of Section 31, T35N, R6E, in the Town of Bradley and has a parcel number of 004-3506-314-9870, with an address of N9955 Mohawksin Road.

The above hearings will be held in **Meeting room #255/257/260 of the Lincoln County Service Center, at 801 N. Sales Street, Merrill, WI.** All parties wishing to be heard are requested to be present. Both written and oral testimony will be entered into the record and considered when making the decisions. All those wishing to testify must be sworn in. Original materials may be viewed in the Lincoln County Zoning office at 801 N. Sales St. Merrill, WI.

NOTE: A final decision on any of the above requests may be made at a later date. Items not acted upon or laid over will come before the Board again as "Old Business." The Board may but is not obligated to take any additional testimony.

Kim Brixius, Secretary

Alex Stewart and Margaret Stewart, his wife, and
Walter Alexander, and
Sarah Alexander, his wife

EASEMENT

Dated, June 1, 1888
Recorded, July 10, 1888 in
Vol. 30 of Deeds, page 62
Consideration, \$1.00

To

Tomahawk Land and Boom Co.,
a Wisconsin Corporation

Conveys: Full right and privilege to construct and maintain a boom in the Somo, Tomahawk and Wisconsin Rivers along, by

and adjoining all of the following lands, to-wit:

NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31-35N-6E; and other lands.

Recites in part as follows:

...Conveying to said Tomahawk Land & Boom Co. full and complete shoreage rights on said lands for the uses and purposes of the said Tomahawk Land & Boom Co. in the construction and maintenance of its booms, including the right to dam, flow, drive piles, erect piers, and other works in the beds of said rivers, their sloughs, bayous and tributaries and to attach booms of any and all kinds to said shores, and also the rights of access along said shores for the purpose of operating said booms, and including right to store logs and timbers of any and every kind along the banks of said rivers on the lands above described.

PMB:ncb
2/18/57
3 cc

175002

QUIT-CLAIM DEED

National Container Corporation of Wisconsin, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, of Lincoln County, Wisconsin, hereby quit claims to Coons-Illinois Glass Company, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio and authorized to do business in Wisconsin, of Lincoln County, Wisconsin, Grantee, for the sum of Ten Dollars (\$10.00) and other valuable considerations to the Grantor paid by the Grantee, the receipt of which is hereby acknowledged, the following tracts of land in Lincoln County, Wisconsin:

All of those certain tracts or parcels more particularly described in Schedule A consisting of seven pages which is attached hereto, incorporated herein and made a part of this deed.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by J. D. Northrup Its Vice President and countersigned by E. E. Smith Its Secretary and its corporate seal to be hereunto affixed this 25th day of February, 1957.

Signed and Sealed in the Presence of:

NATIONAL CONTAINER CORPORATION OF WISCONSIN

Paul R. Smart
Paul R. Smart

J. D. Northrup
J. D. Northrup
Countersigned:
E. E. Smith
E. E. Smith, Secretary

Alice C. Brookman
Alice C. Brookman



REGISTRAR'S OFFICE
State of Wisconsin
Filed for Record this 28th day of Feb. A. D. 1957
Vol. 198, Page 151
Eugene Berg Bonney
Eugene M. Mottelberg

STATE OF OHIO)
COUNTY OF LUCAS) SS:

Personally came before me this 25th day of February, A.D. 1937, J. D. Northup, Vice President and E. E. Smith Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by the authority.



Alice C. Brockman
Notary Public

ALICE C. BROCKMAN
Notary Public, Lucas County, Ohio
My Commission Expires Dec. 16, 1938

LINCOLN COUNTY

FLOOD RIGHTS

Township 34 N Range 6 E

- Section 3 - NW SW, Lot 1, Lot 2
- " 4 - NE NE, Lot 3, SW SW, Lot 7
- " 10 - Lot 1, Lot 7

Township 35 N Range 6 E

- Section 25 - Lot 2, Lot 1, Lot 5, NE SE, Lot 4
- " 26 - NE SW, NW SW, Lot 1, Lot 2, Lot 4, Lot 3, Lot 5
- " 27 - SE SE
- " 29 - NE SW, NW SW, SW SW, SE SW, NW SE, SW SE
- " 30 - SE SE
- " 31 - NE NE, NW NE, SW NE, SE NE, SE NW, NE SW, NE SE, NW SE
- " 32 - NW NE, SW NE, SE NE or Lot 2, NE NW, NW NW, NW NW, SE NW, NE SW, NW SE, SW SE
- " 33 - Lot 4, Lot 2, Lot 5, Lot 10, Lot 8, Lot 7, SW SE, SE SE
- " 34 - Lot 4, Lot 8, Lot 2, Lot 5, Lot 6, Lot 7
- " 35 - Lot 4, Lot 3, Lot 2
- " 36 - SE NE

Township 35 N Range 7 E

- Section 10 - NE SW, SW SW, Lot 3, Lot 4, Lot 1, Lot 2, Lot 5, Lot 6
- " 15 - Lot 2
- " 16 - Lot 1, Lot 4, Lot 6, Lot 3, Lot 5
- " 21 - Lot 8, SW NW, Lot 1, Lot 2, Lot 7, Lot 6, Lot 3, Lot 4, Lot 5
- " 26 - SE SW
- " 27 - SW NW, SE NW, NE SW, NW SW, SE SW, NW SE, SW SE
- " 28 - NE NE, SE NE, Lot 8, Lot 1, Lot 2, Lot 7, Lot 6, Lot 3, Lot 4, Lot 5, NE SE, SE SE
- " 29 - SE NE, Lot 1, SE NW, Lot 2, Lot 5, SW SW, Lot 8, Lot 6, NE NE, Lot 3, Lot 7, Lot 9, Lot 4
- " 30 - Lot 1, SW NW, NE SW, NW SW, Lot 4, Lot 3, Lot 6, Lot 2, Lot 5, SE SE
- " 31 - NE NE, Lot 3, Lot 2, Lot 1, NW SW
- " 32 - Lot 2, Lot 3, Lot 1, SW NE, SE NE, NE NW, SE NW, NE SE, SE SW
- " 33 - Lot 1, SW NW, SE NW, NW SW
- " 34 - NE NE, SW NE, SE NE, SE NW, NE SW, SE SW
- " 35 - NE SW

LINCOLN COUNTY

PLOWAGE RIGHTS

Township 34 N Range 5 E

- Section 3 - SE SE

Township 36 N Range 6 E

- Section 32 - NW NE, SW NE

Township 36 N Range 7 E

- Section 26 - SE SW

Ernestine Seefeldt, widow

EASEMENT

To

Dorothea B. Behnke

Dated, September 8, 1950
Recorded, September 8, 1950 in
Vol. 164 of Misc., page 546
Consideration, \$1.00 ovc.

Recites in part as follows:

...the undersigned Ernestine Seefeldt, widow, being the owner of:

All that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section
30-35N-6E, Lincoln County, Wis., not overflowed,

hereby grants to Dorothea B. Behnke, and to her heirs and assigns,
as owners,

of all that portion of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, S $\frac{1}{2}$ of SW $\frac{1}{4}$ of
Section 30; NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of
Section 31, all in 35N-6E, Lincoln County, Wis.,
not overflowed,

the perpetual right, jointly and severally, of egress and ingress
over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30-35N-6E, aforesaid, by
means of the existing road running easterly and westerly across the
southern portion of such parcel; together with the right to maintain
the same in good repair for highway purposes.

This easement confirms the grantee's use of such right of way
for many years under a verbal easement.

JES:jm 9-16-58

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REGISTERED OFFICE

State of Wisconsin
Lincoln County

Recorded to *Jan 5 1959*

8:30 a
Vol. 203 *page* 595

Walter Berg Bonmann

Contra Michaelstadt

180598

MUTUAL COVENANT

We, the undersigned owners of the following described real property consisting of three (3) platted subdivisions known as the SOMO HIGHLANDS SUBDIVISION, MOHAWKSIN WOODLANDS SUBDIVISION and the MOHAWKSIN LAKE POINT SUBDIVISION, located in the County of Lincoln, State of Wisconsin, and hereinafter referred to as the plats and more particularly described as follows:

1. Some Highlands Subdivision being a part of the Southwest Quarter of the Southwest Quarter of Section 30 and the Northwest Quarter of the Northwest Quarter of Section 31, Township 35 North, Range 6 East.
2. Mohawksin Woodlands Subdivision being a part of the Northwest Quarter of the Northwest Quarter and Northeast Quarter of the Northwest Quarter, Section 31, Township 35 North, Range 6 East.
3. Mohawksin Lake Point Subdivision being a part of the East one-half of the Northwest Quarter and the West one-half of the Northeast Quarter of Section 31, Township 35 North, Range 6 East.

for the purpose of preserving the said plats as first-class lake property, in consideration of our mutual interest as owners of the lots in said plats, do hereby covenant and agree with one another and on behalf of ourselves, our heirs, executors, administrators and assigns, **as follows:**

COVENANT NO. 1. That the lots in said plats shall be used exclusively for private dwelling purposes; no tent, shack, dance hall, inn, tourist home, hotel, tavern, place of public entertainment, or other resort, and no place of business, commerce, trade or industry shall be erected, established, conducted or maintained on any lot in said plats; no dwelling house erected upon any lots in said plats shall be used for more than one family and no dwelling house designed or intended to be permanently used for more than one

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family shall be erected, maintained, or suffered to remain upon any lot or lots in said plats. No house, structure or other dwelling shall be erected or maintained or suffered to remain any nearer than eight (8) feet to the side lines of any lot in said plats.

COVENANT NO. 2. That no outhouse or privy shall be erected, maintained or suffered to remain on any lot or land in said plats unless the drainage from such outhouse or privy is connected to an underground septic tank and dry well which shall be provided for that purpose.

COVENANT NO. 3. That no structure, trailer or other place of habitation or residence which is on wheels or otherwise of a portable nature shall be placed, parked, allowed to stand or suffered to remain on any lot or land in said plats for any length of time without the consent of all of the owners of the lots in the particular plat involved, provided, that in no event, shall any such structure, trailer or other place of habitation or residence which is on wheels or of an otherwise portable nature and which is less than twenty-eight (28) feet in length be placed, parked, allowed to stand or suffered to remain on any lot or land in said plats.

COVENANT NO. 4. That no dwelling house shall be erected on any lot in said plats unless it shall have as a foundation a cement slab or cement block which shall extend at least below the frost line of the ground on which said dwelling house is located in said plats.

COVENANT NO. 5. That all wells, septic tanks and drainage and sewer facilities shall comply with the State Board of Health, Madison, Wisconsin, and the rules, regulations and specifications promulgated by said State Board of Health.

COVENANT NO. 6. That no noxious or offensive activity shall be carried on upon any lot in said plats nor shall anything be done

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attempting to violate any covenant herein either to restrain violation or to recover damages therefor.

COVENANT NO. 12. That invalidation of one of the foregoing covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, we, the undersigned owners, have hereunto set our hands and seals this 14 day of September, 1958.

Signed and Sealed In Presence Of:

<u><i>John E. Shannon, Jr.</i></u> John E. Shannon, Jr.	<u><i>Erwin Eichstedt</i></u> (SEAL) Erwin Eichstedt
<u><i>Gerald R. Mueller</i></u> Gerald R. Mueller	<u><i>Kathrine Eichstedt</i></u> (SEAL) Kathrine Eichstedt
<u><i>John E. Shannon, Jr.</i></u> John E. Shannon, Jr.	<u><i>Eugene Schmit Sr.</i></u> (SEAL) Eugene Schmit, Sr.
<u><i>Gerald R. Mueller</i></u> Gerald R. Mueller	<u><i>Othila Schmit</i></u> (SEAL) Othila Schmit
<u><i>John E. Shannon, Jr.</i></u> John E. Shannon, Jr.	<u><i>Leo Tlusty</i></u> (SEAL) Leo Tlusty
<u><i>Gerald R. Mueller</i></u> Gerald R. Mueller	<u><i>Elnore Tlusty</i></u> (SEAL) Elnore Tlusty

STATE OF WISCONSIN)
PORTAGE COUNTY) ss.

Personally came before me this 14 day of September, 1958, the above named Erwin Eichstedt, Kathrine Eichstedt, Eugene Schmit Sr., Othila Schmit, Leo Tlusty and Elnore Tlusty to me known to be the persons who executed the foregoing instrument and who acknowledged the same.

John E. Shannon, Jr.
John E. Shannon, Jr.
Notary Public, Portage County, Wisconsin
My Commission Expires: October 5, 1958

thereon which may be or which may become an annoyance or nuisance to the owners or occupants of the lots in said plats.

COVENANT NO. 7. That no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in said plats except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

COVENANTS NO. 8. That no firearms of any kind shall be discharged on any of the lots in said plats.

COVENANTS NO. 9. That no lot in said plats shall be used or maintained as a dumping ground nor rubbish, trash, garbage or other refuse and all rubbish, trash, garbage and other waste shall not be kept unless the same is kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

COVENANTS NO. 10. That this contract constitutes a mutual covenant running with the land and shall take effect and shall be binding on all parties hereto and all persons and parties claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless any instrument signed by a majority of the then owners of the lots in said plats has been recorded agreeing to cancel or change said covenants in whole or in part which may be done at any time after the recording of this covenant in which case this covenant shall be accordingly cancelled or changed.

COVENANT NO. 11. That enforcement of the covenants hereinabove set forth shall be by proceedings at law or in equity against any person or persons or a corporation or corporations violating or