

**PEZZETTI, VERMETTEN & POPOVITS, P.C.**  
**ATTORNEYS AT LAW**

GARY D. POPOVITS  
Direct Line: (231) 929-3460  
E-mail: [gpopovits@mich-legal.com](mailto:gpopovits@mich-legal.com)

600 EAST FRONT STREET, STE. 102  
TRAVERSE CITY, MI 49696-5817  
(231) 929-3450  
Facsimile (231) 941-9568

August 17, 2022

Thomas A. Grier, Esq.  
The Running Wise Law Firm, PLC  
1501 Cass Street, Suite D  
P.O. Box 686  
Traverse City, MI 49685-0686

*Re: Onkama Township v Devoe*  
*Case No.: 21-1010-ON-1*  
*Our File No.: 14282.0001*

Dear Tom:

Enclosed please find the Consent Judgment as executed by myself and my client for further processing and filing with the Court.

Should you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

PEZZETTI, VERMETTEN & POPOVITS, P.C.



Gary D. Popovits

/sme

Enclosure

cc w/o enc.: Mr. Mike Devoe (via e-mail)

STATE OF MICHIGAN  
IN THE DISTRICT COURT FOR THE COUNTY OF MANISTEE

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THE PEOPLE OF THE STATE OF MICHIGAN,

Plaintiff,

v

MICHAEL CHARLES DEVOE,

Defendant.

Case No. 21-1010-ON-1

Hon. Thomas N. Brunner

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Thomas A. Grier (P45296)  
The Running Wise Law Firm, PLC  
*Attorneys for Plaintiff*  
1501 Cass Street, Suite D, P.O. Box 686  
Traverse City, MI 49685-0686  
(231) 946-2700

Gary D. Popovits (P63861)  
Thomas A. Pezzetti, Jr. (P45200)  
Pezzetti, Vermetten, & Popovits, PC  
*Attorneys for Defendant*  
600 East Front Street, Suite 102  
Traverse City, MI 49686  
(231) 929-3450

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**Consent Judgment**

The Plaintiff, The People of the State of Michigan by and through the Township of Onekama ("Plaintiff" or "the Township") and the Defendant, Michael C. DeVoe agree to the following Judgment by Stipulation and Consent submitted by the authority granted under the Michigan Zoning Enabling Act.

1. RVs and boats for the purposes of this agreement shall be defined as "recreations vehicle or trailer" consistent with the Onekama Township Zoning Ordinance ("ZO"). All boats and RV's on the entire premises shall be currently registered and titled in Defendant's name or in the name of an immediate family member as required by ZO Section 1032.

2. All RV's and boats exceeding the number of RV's and boats allowed outdoors pursuant to ZO Section 1032 (no more than 2 of any type and 6 in combination) must be stored within an enclosure pursuant to paragraph 3 of this agreement, on the portion of the premises described as Tax parcel 51-11-370-115-00. See aerial parcel map, **Exhibit A**.
3. All RV's and boats shall be stored in an area designated by Defendant on Tax parcel 51-11-370-115-00 that shall be enclosed by a privacy fence eight (8) feet in height and meeting the requirements of ZO section 1014 with no required setbacks. The fence shall entirely enclose the storage area and shall have a gated entrance.
4. Defendant shall allow inspection of the enclosure by a representative of Plaintiff within 14 days of its completion.
5. Defendant shall effectuate the removal of all automobiles RV's and boats, horses, horse corrals, and any other items or structures currently stored in platted rights- of -way.
6. No placement of any structure or storage of any personal property shall take place in any platted right-of-way.
7. All automobiles on the premises visible from a road or adjacent parcel shall not violate the terms of the Onekama Township Anti-Blight Junk, Storage and Disposal Ordinance (hereinafter, "Junk Ordinance"), shall be "operable" as defined in the Junk Ordinance, and shall not violate the terms of any other Township Ordinance.
8. Defendant shall construct an eight (8) foot opaque, wooden, privacy fence along the south and east property lines in the backyard of his residential parcel, being parcel ID

Numbers 51-11-370-092-30 and 51-11-370-092-25, with no required setbacks, other than those required adjacent to a public roadway. See aerial parcel map, **Exhibit A**.

9. All work described in above paragraphs 3 and 8 shall be completed by November 1, 2022. Other work required shall be completed within 30 days of the date of entry this Consent Judgment.

10. Before construction of the fences required by this Consent Judgment, Defendant shall stake the boundary lines and shall file a land use application showing the location of the fencing by way of aerial photograph. See aerial parcel map, **Exhibit A**.

11. A land use permit shall be issued by the Township pursuant to the terms of this Consent Judgment.

12. The parties shall cooperate with counsel to provide information necessary for the drafting of any documents required to implement the terms of this agreement.

13. The parties shall execute a mutual release of all claims.

14. The Plaintiff's civil infraction and Defendant's request for a formal hearing are dismissed with prejudice and without costs and attorney fees.

15. Nothing herein shall affect or otherwise restrict Defendant's rights to assert adverse possession or pursue quiet title / amendment to plat actions, subject to underlying law,

concerning any or all areas of the subject rights of way. Additionally, nothing herein shall limit the Township's ability to defend such actions, should it choose to do so.

15. The Court retains jurisdiction to enforce the terms of the Consent Judgment.

16. This is a final judgment and closes the case.

AGREED AS TO FORM AND CONTENT:

Dated:

\_\_\_\_\_  
Thomas A. Grier (P45296)  
Attorney for Plaintiff

Dated: August 16, 2022

\_\_\_\_\_  
Gary Popovits (P63861)  
Attorney for Defendant

Dated: August 16, 2022

\_\_\_\_\_  
Michael C. Devoe, Defendant

IT IS SO ORDERED

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Thomas N. Brunner  
District Court Judge