

**MARION TOWNSHIP
ZONING BOARD OF APPEALS**

Monday, September 9, 2019
7:30 p.m.

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA *September 9, 2019*

INTRODUCTION OF MEMBERS

CALL TO PUBLIC

APPROVAL OF MINUTES FOR: *July 1, 2019 Regular Meeting*

OLD BUSINESS: None

NEW BUSINESS:

1) ZBA Case #03-19 Evergreen Outdoor Inc. 386 Lucy Rd. Howell MI 48843
Variance for *Section 10.01E3 minimum setback Section 6.07 Accessory Structure,
Section 6.13B Landscaping buffer 4710-01-200-004*

2) ZBA Case #04-19 Patricia Wolf 3003 Jewell Rd. Howell MI 48843
Variance for *Section 8.01 F1a and 8.01F3a minimum setback*

CALL TO PUBLIC:

ADJOURNMENT:

Submitted by: S. Longstreet

Approved: _____

**MARION TOWNSHIP
ZONING BOARD OF APPEALS
JULY 1, 2019**

MEMBERS PRESENT: Larry Fillinger, Linda Manson-Dempsey, Larry Grunn, and Ed Galubensky (alternate for Dan Lowe)

MEMBERS ABSENT: Dan Rossbach; Dan Lowe (absent due to conflict of interest)

OTHERS PRESENT: Michael Kehoe, Township Attorney; John Enos, Carlisle Wortman; Dave Hamann, Zoning Administrator

CALL TO ORDER

Larry Fillinger called the meeting to order at 7:30 p.m.

MEMBERS PRESENT

The members of the Zoning Board of Appeals introduced themselves.

APPROVAL OF AGENDA

Linda Manson-Dempsey motioned to approve the agenda as presented. Larry Grunn seconded. **Motion carried.**

CALL TO THE PUBLIC

Jean Root, 723 E. Davis Rd., said that Davis Road was never intended to handle as much traffic as it does, and dust control is an issue. There are a significant amount of buses, etc. There have also been a number of accidents. She doesn't expect it to be paved, but she does expect it to be safe. She said you can't have commercial entities on roads that don't support them.

Tim Ryan, 459 E. Davis Rd., agreed with Ms. Root's comments, and said he wasn't aware that Davis Road was a busy route when he moved here in 2013. It's very dusty and the road gets pounded by truck traffic.

Kevin Sisk, 500 E. Davis Rd., said he feels that anything that would add to the amount of traffic would be a detriment to his standard of living.

APPROVAL OF MINUTES

March 4, 2019 Regular Meeting: Linda Manson-Dempsey motioned to approve the minutes as presented. Ed Galubensky seconded. **Motion carried.**

OLD BUSINESS

ZBA Case #05-18—AJR Group, Inc. and Cornerstone Land LLC c/o Myers & Myers PLLC, 915 Michigan Ave., Howell MI; Interpretation of 3.02 Definition of Agricultural-based Tourism/Entertainment Activities

Kevin Sist, 500 E. Davis Rd., agrees with his neighbors and would like the township to maintain the rural characteristics.

Cheryl Range, 4899 W. Coon Lake Rd., is a Planning Commission member and wanted to point out that a lot of the information in the packet from previous PC meetings were mostly from prior to July 2016. At the end of July 2016, PC members attended a seminar on ag-tourism and events barns, etc. She said it was made very clear that wedding and event barns are strictly commercial because they are not attached to Right-to-Farm and not part of ag-tourism. Municipalities that have permitted event barns are having a lot of trouble with surrounding neighbors.

Susan Schooley, 459 E. Davis Rd., referred to the letter she submitted to the ZBA. She said she has attended as many meetings as she could since 2016 and there hasn't been any lack of clarity in the development of this zoning ordinance. The language was carefully crafted and relied on best practices elsewhere. She said Marion Township is not alone in dealing with this, and shared several articles about wedding barns. She encourages the township to hold the line on allowing event barns.

Larry Fillinger closed the Call to the Public at 8:15 pm. He submitted two letters that were received prior to the meeting to be added to the record.

Roger Myers said the scope of what the ZBA is deciding isn't specific to his client's property. The Planning Commission has twice recommended the inclusion of his client's proposed use. It would be farm-to-table events; they wouldn't be using outside food. The township board approved the ag-tourism uses in Rural Residential when they approved the language. His client's property is already properly zoned as Rural Residential, and ag-tourism is allowed in Rural Residential. The question is whether farm-to-table events should be included. If they are commercial enterprises, they should be allowed in all commercial zoning districts. Any commercial property could be farmed and have farm-to-table events. When his client sought a rezoning to commercial that would specifically limit the use to farm-to-table events, the township PC recommended approval; the county recommended denial because they felt it was more appropriate as part of ag-tourism.

Mike Kehoe said this a little different situation for the ZBA. He suggested the ZBA make sure that whatever decision they make is supported by reasons, statements, etc. Although this may have been recommended by the PC and the LCPD, they are only recommending bodies. The township board has the authority to make the ultimate decision. In the ordinance, the language that's there states "classify a use that is not specifically mentioned as the use regulations." He believes that lends itself more to uses that aren't in the zoning ordinance.

Linda Manson-Dempsey said she believes that ag-tourism should be related to the primary agricultural use of the property. She doesn't believe this type of use is what the township board has in mind.

Larry Grunn said the Planning Commission has done a tremendous amount of work on this over the past couple years.

Ed Galubensky agrees with the township board and what they've spelled out. An event barn is commercial.

Larry Fillinger said the township board focused on the actual uses within ag-tourism and specifically excluded event barns.

Cheryl Range, 4899 W. Coon Lake Rd., wanted to state that the board members who did vote for the language for ag-tourism did not attend any seminars, and another one didn't have time to look at the packet, but still voted.

Kenny Martz, 333 E. Davis Rd., said the new subdivision that's going to be built on the other side of the event barn will be much more impacted by this activity.

Motion

Linda Manson-Dempsey motioned that the Zoning Board of Appeals does not feel that this use meets the spirit and intent of the township zoning ordinance which is clearly spelled out. The Marion Township Board of Trustees,

in crafting their definition of Agricultural-based Tourism/Entertainment Activities, did not consider an event facility that hosts weddings, retreats, corporate meetings, anniversaries, etc., to meet the intent of either the approved definition and in so doing the intent of the zoning ordinance. The Zoning Board of Appeals upholds the definition of Agricultural-based Tourism/Entertainment Activities as intended by the Board of Trustees. As written, the definition does not include an event facility as a permitted or accessory use as part of an agri-business as defined in the Marion Township zoning ordinance. Such a use was specifically deleted from the zoning ordinance definition by the township board. Larry Grunn seconded. Roll call vote: Galubensky, Grunn, Fillinger, Manson-Dempsey—all yes. **Motion carried 4-0.**

NEW BUSINESS

None.

CALL TO THE PUBLIC

No response.

ADJOURNMENT

Linda Manson-Dempsey motioned to adjourn at 8:37 pm. Larry Grunn seconded. **Motion carried.**

APPLICATION TO ZONING BOARD OF APPEALS

ZBA Case # 03-19
Tax Code 4710-01-200-004
Current Zoning LI
Fee Paid 1000
Date Received 8-14-19
Received by SA

Applicant EVERGREEN OUTDOOR, INC
Address 386 Lucy Road Howell, MI 48843
Telephone 810 599-9052 810 923-7070
(Home) (Work)

Applicant is (check one): Owner Purchaser Representative

Purchaser or Representative needs a letter of permission from owner

Nature of Request (check applicable one)

- Administrative Review (per Section 5.05 A)
 Interpretation of Ordinance (per Section 5.05 B 1, 2, 3 or 4)
 Variance Request (see below)

1. Zoning Ordinance Section See attached letter
2. Letter stating reason request should be granted (per Section 5.05 C)
3. Requirement per Section 4.03 D
4. Required Livingston County Health Department evaluation

Office Use Only	
Meeting Date <u>9-9-19</u>	Action Taken _____
Conditions (if applicable) _____ _____	
Signed _____	

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
ROCKWAY DANIEL	SS REAL ESTATE HOLDING LLC	0	06/07/2018	QC	QUIT CLAIM	2019R-005260		0.0
ROCKWAY DANIEL E & HOLME	BROCKWAY DANIEL	0	04/18/2018	QC	QUIT CLAIM	2018R-016614		0.0
ROCKWAY, DR & DE & HOLME	BROCKWAY DANIEL E & HOLME	0	03/23/2015	QC	QUIT CLAIM	2015R-009385		0.0
OMBS BETTY ANN & MICHAEL	BROCKWAY, DR & DE & HOLME	35,000	03/14/2014	WD	ARMS-LENGTH	2014R-006832	PTA	100.0
Property Address	Class: RESIDENTIAL - IMP		Zoning: INDUS	Building Permit(s)	Date	Number	Status	
86 LUCY RD	School: HOWELL							
wner's Name/Address	P.R.E. 0%							
S REAL ESTATE HOLDING LLC	MAP #: 1							
86 LUCY RD	2020 Est TCV Tentative							
OWELL MI 48843-2412	Improved	Vacant	Land Value Estimates for Land Table 99999.SEC 1 --14 RES & AG LAND					

Tax Description	Public Improvements			* Factors *	Reason	Value
	Frontage	Depth	Rate			
EC. 1 T2N, R4E, BEG. S 0* 16' W 1370.8 T. FROM NE COR. OF SEC., S 89* 58' W 282 T., S 0* 16' W 150 FT., N 89* 58' E 282 T., N 0* 16' E 150 FT. TO BEG.	0.97	0.97	42,000	100	40,740	
Comments/Influences	0.97 Total Acres			Total Est. Land Value =	40,740	

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
	Tentative	Tentative	Tentative			Tentative
2020	19,400	25,600	45,000			32,798C
2019	13,600	21,400	35,000			32,030C
2018	11,200	21,900	33,100			31,372C

Who	When	What
	LOU 08/23/1996	DATA ENTER

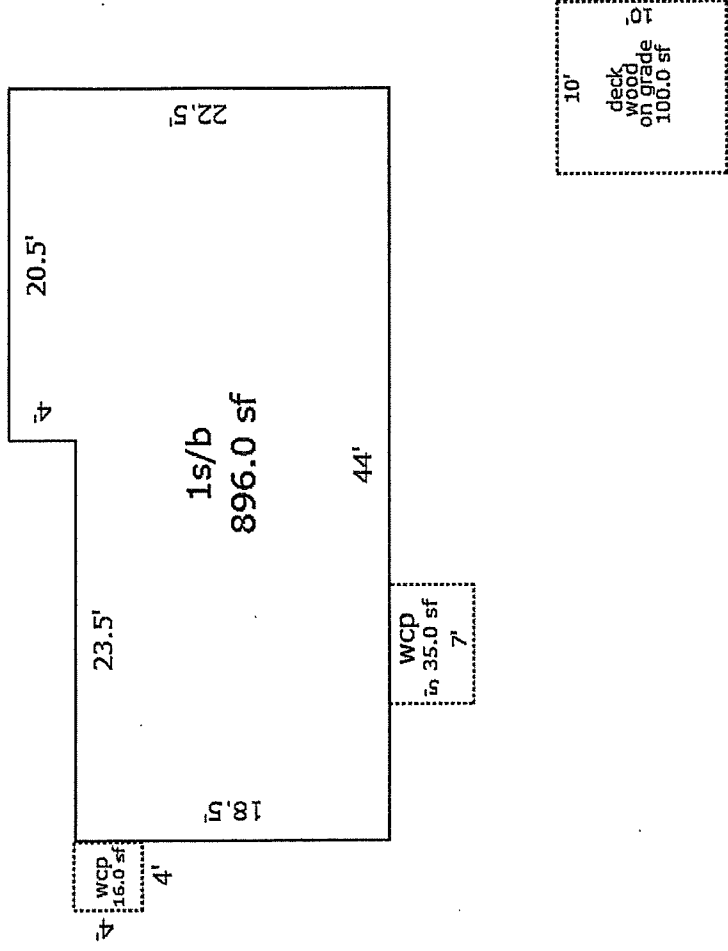
INSPECTIONS IN SECTION 01 AND ON LUCY RD
 O UPDATE RECORD CARD AND TAKE DIGITAL
 HOTOS. NO ONE WAS HOME AT THE TIME.
 USE WAS MEASURED AND CLERICAL CHANGES
 WERE MADE AS ADJUSTMENT TO THE ROLL.
 **05/15/2013 CD&PH



*** Information herein deemed reliable but not guaranteed***

Building Type		(3) Roof (cont.)		(11) Heating/Cooling			(15) Built-ins		(16) Porches/Decks		(17) Garage	
Single Family	Eavestrough	Oil	X Elec.	Appliance Allow.		Interior 1 Story	Area Type	Year Built:		Garage		
Mobile Home	Insulation	Coal	Steam	Cook Top	Interior 2 Story	Interior 2 Story	35 WCP	Car Capacity:				
Town Home	0 Front Overhang	Forced Air w/o Ducts		Dishwasher	2nd/Same Stack	2nd/Same Stack	16 WCP	Class:				
Duplex	0 Other Overhang	Forced Air w/ Ducts		Garbage Disposal	Two Sided	Two Sided	100 WPP	Exterior:				
A-Frame	(4) Interior	Forced Hot Water		Bath Heater	Exterior 1 Story	Exterior 1 Story		Brick Ven.:				
Wood Frame	X Drywall	Electric Baseboard		Vent Fan	Exterior 2 Story	Exterior 2 Story		Stone Ven.:				
Building Style:	Paneled	Elec. Ceil. Radiant		Hot Tub	Prefab 1 Story	Prefab 1 Story		Common Wall:				
1 STORY	Trim & Decoration	Radiant (in-floor)		Unvented Hood	Prefab 2 Story	Prefab 2 Story		Foundation:				
Yr Built	Ex	Electric Wall Heat		Vented Hood	Heat Circulator	Heat Circulator		Finished ?:				
1940	Ord	Space Heater		Intercom	Wood Stove	Wood Stove		Auto. Doors:				
Condition: Average	Size of Closets	Wall/Floor Furnace		Jacuzzi Tub	Raised Hearth	Raised Hearth		Mech. Doors:				
	Ig	Forced Heat & Cool		Jacuzzi repl.Tub	Wood Stove	Wood Stove		Area:				
	Ord	Heat Pump		Oven	Direct-Vented Ga	Direct-Vented Ga		% Good:				
	Size of Closets	No Heating/Cooling		Microwave	Class: C -5	Class: C -5		Storage Area:				
	Doors	Central Air		Standard Range	Effic. Age: 45	Effic. Age: 45		No Conc. Floor:				
Room List	(5) Floors	Wood Furnace		Self Clean Range	Floor Area: 800	Floor Area: 800		E.C.F.:				
Basement	Kitchen:	Wood Furnace		Sauna	Total Base New : 96,865	Total Base New : 96,865		X 0.950				
1st Floor	Other:	(12) Electric		Trash Compactor	Total Depr Cost: 53,862	Total Depr Cost: 53,862						
2nd Floor	Other:	100 Amps Service		Central Vacuum	Estimated T.C.V: 51,169	Estimated T.C.V: 51,169						
Bedrooms	(6) Ceilings	No./Qual. of Fixtures		Security System								
(1) Exterior	Ex.	Ex.	X Ord.									
Wood/Shingle		Min										
Aluminum/Vinyl		No. of Elec. Outlets										
Brick	(7) Excavation	Many	X Ave.									
Insulation	Basement: 0 S.F.	(13) Plumbing										
(2) Windows	Crawl: 800 S.F.	Average Fixture (s)										
Many	Slab: 0 S.F.	1										
Avg.	Height to Joists: 0.0	3 Fixture Bath										
Few	(8) Basement	2 Fixture Bath										
Wood Sash	Conc. Block	Softener, Auto										
Metal Sash	Poured Conc.	Softener, Manual										
Vinyl Sash	Stone	Solar Water Heat										
Double Hung	Treated Wood	No Plumbing										
Horiz. Slide	Concrete Floor	Extra Toilet										
Casement	(9) Basement Finish	Extra Sink										
Double Glass	Recreation SF	Separate Shower										
Patio Doors	Living SF	Ceramic Tile Floor										
Storms & Screens	Walkout Doors	Ceramic Tile Walls										
(3) Roof	No Floor SF	Ceramic Tub Alcove										
Gable	(10) Floor Support	Vent Fan										
Hip	Gambrel	(14) Water/Sewer										
Flat	Mansard	Public Water										
Asphalt Shingle	Shed	Water Well										
Chimney: Vinyl	Unsupported Len:	1000 Gal Septic										
	Cntr.Sup:	2000 Gal Septic										
	Lump Sum Items:											

** Information herein deemed reliable but not guaranteed**



Sketch by Apen Sketch

** Information herein deemed reliable but not guaranteed**

FOR MARION TWP A/C/S/S/S/O/R/S/E ONLY

QUIT CLAIM DEED - (INDIVIDUAL)

Know all persons by these presents, that Daniel E. Brockway, A/K/A DAN BROCKWAY whose address is 386 Lucy Road, Howell, Michigan 48843

quit claim(s) to SS Real Estate Holding, LLC a Michigan limited liability company whose street number and post office address is 386 Lucy Rd., Howell, Michigan 48843

the following described premises:

Land situated in the Township of Marion, County of Livingston, State of Michigan Described as follows:

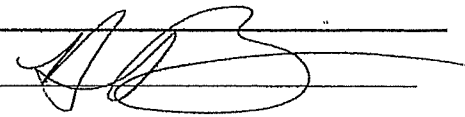
Beginning at a point in the centerline of Lucy Road, South 0 degrees 16 minutes West 1370.8 feet from the Northeast corner of Section 1, Town 2 North, Range 4 East, Michigan; running thence South 89 degrees 58 minutes West 282.0 feet; thence South 0 degrees 16 minutes West 150.0 feet; thence North 89 degrees 58 minutes East 282.00 feet; thence North 0 degrees 16 minutes East 150.0 feet to the point of beginning.

Commonly known as: 386 Lucy Road
 Howell, MI 48843
 PARCEL ID:4710-01-200-004

for the full consideration of \$One Dollar (\$1.00), subject to existing building and use restrictions, easements and zoning ordinances of record, if any.

Dated: June 7, 2018

MCL 207.526(a)
 MCL 207.505(a)


 Dan Brockway
 A/K/A Daniel Brockway

STATE OF Michigan }
 COUNTY OF ~~Livingston~~ Oakland

A/K/A DAN BROCKWAY

On this 7th day of June, 2018, before me personally appeared Daniel Brockway, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that DANIEL E. BROCKWAY executed the same as his free act and deed.

Melissa Herron
 Notary Public Melissa Herron
 Oakland County
 My commission expires on: 1/3/2024
 Acting in Oakland

Instrument drafted without opinion by: Dan Brockway	When recorded return to
(Title Connect, LLC) 28470 W. 13 Mile Road Suite 325 Farmington Hills, MI 48334 TC13-77037	SS Real Estate Holding, LLC 386 Lucy Rd. Howell, MI

Recording Fees: \$0.00 County Tax: \$0.00 State Transfer Tax \$0.00

MELISSA HERRON
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 COMMISSION EXPIRES Jan 3, 2024
 SITING IN COUNTY OF Oakland



Evergreen Outdoor - 386 Lucy Rd - ZBA Appeals Letter

Our Property located in Marion Township at 386 Lucy Rd, is a legal, non conforming light industrial lot with a total size of .97 acres or 42,300 sq ft. It was purchased as such in March of 2014. At that time, the property was still being used as a single family residential home, a use that continued until the spring of 2015.

In July of 2015, we went before the planning commission and received site plan approval for use as a Contractors Storage Yard. Since then, the existing single family home has been used as our offices, with 2-5 employees on site the majority of the day (7am to 5pm) and an additional 8-10 employees on site temporarily in the morning and evenings. The outside area of the property has been used to store materials as well as company and employee vehicles, trailers and equipment.

We now wish to add a pole barn structure to the property and additional parking in the rear of the existing structure to better meet the needs of our growing organization. The new structure will be used in part as a repair facility where our mechanic can service our vehicles and other equipment. It will also be used to store materials and equipment. The proposed size of the pole barn is 40' x 80'. Please see attached plans for additional details.

The redevelopment will bring the addition of 1 employee on the premises full time and an additional 8-10 employees on site temporarily in the mornings and evenings as shifts begin and end. With the new development would also come a reduction in the amount of "materials" that will be stored outside. The majority of outside use will strictly be parking for company and employee vehicles.

As is currently the case, there will be no "retail" use of the property.

In order to build as proposed, some variances will be required. These are listed and addressed in following pages.

Requested Variances

Minimum Setbacks - Article X, Section 10.01E3-

- Asking that the minimum front yard setback be 67' as opposed to the required 100'
 - *With the location of the existing structure and well, we are unable to locate proposed pole barn 100' back from property line. Current site plan set back would put the front of the structure 67' from property line.*
- Asking that the minimum side yard setback be 6' as opposed to the required 150' (abuts residentially zoned district)
 - *With the nonconforming size of the parcel (150' wide), there is no way for us to meet this requirement. Even if the property was bordering other light industrial zoned parcels, the 80' setbacks required under those conditions would overlap, leaving no buildable area. The property to the north of the Proposed pole barn location is all wetlands that are unlikely to be built upon.*

Article VI, Section 6.07 - 1 and 3 -Accessory uses and Structures

- Asking that accessory structure for lot size of 1 acre or less to be no greater than 1,300 sq ft be waived. The proposed pole barn structure would be 3,200 sq ft.
 - *This section is fuzzy as the minimum sizes seem to speak more to single family residential lots. That said, we figured this should be addressed for clarification and be considered for a variance if it does apply to Light Industrial zoned parcels.*
- Asking that accessory structures not to be located in front yards provision be waived.
 - *With the location of existing structure, well and septic field, there is not enough room in the rear or side yards to accommodate a structure of the size proposed.*

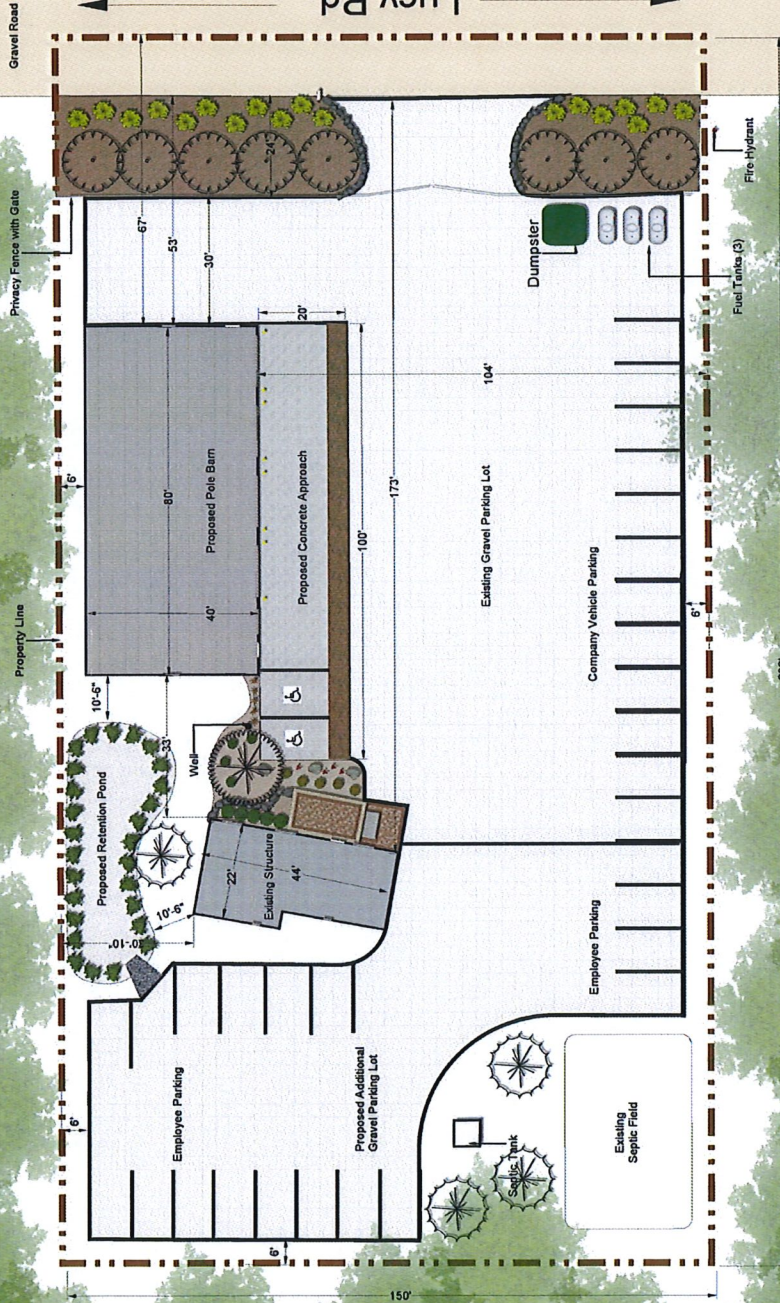
Article VI, Section 6.13B - Landscaping, Fencing, Walls and Screens

- Asking that the required 50' landscape buffer / greenbelt along any public road right-of-way be reduced to 22'.
 - *With the smaller size of the property, we need to maximize the amount of usable space. Even though the site plan proposes cutting this area approx in half, The project would still meet the minimum amount of evergreen trees and shrubs required and be accompanied by a 6' tall wood fence or chainlink with screen.*
- Asking that the 25' landscape buffer / greenbelt along side and rear yards be reduced to 6' and minimum tree and shrub requirements be waived.

- *With the smaller size of the property, there is a great need to maximize the amount of usable space. Even if you exclude the front buffer along Lucy rd, area along proposed pole barn and retention pond area, this would still require approx 25% of total lot area to comply.*
- Asking that the fencing requirement along side and rear yards be waived
 - *This provision is not as detrimental to the use of the property as others listed. However, being that the property is currently surrounded by forest and wetlands, I feel the need for a fence is minimal at this time. That said, if the property around the parcel is ever sold and developed, we would voluntarily add the required fencing at that time.*
- Asking that the required 3' vertical screen between parking lot and residential use, or residential zoning district.
 - *As with the fencing, the utility of such a screening at this time would be minimal..*
- Asking that the required screening on all sides for trash storage area be modified to screening required to block view from road right-of way.
 - *With the proposed addition of a 6' wood or chainlink fence with screen behind the front landscape buffer and the existing vegetation on the sides of the property, the only view of the trash receptacle will be from within the property.*



Lucy Rd



Legal Description
 Beginning at a point in the centerline of Lucy Road, South 0 degrees 10 minutes West 1,370.8 feet from the Northeast corner of Section 1, Township 2 North, Range 12 East, 3rd Principal Meridian, 10 degrees 10 minutes West 150.0 feet; thence North 89 degrees 58 minutes East 200.0 feet to the centerline of Lucy Road; thence North 0 degrees 16 minutes East 150.0 feet to the point of beginning.

Parking Details -
 Total Spots - 31
 Handicapped - 2
 Non Handicapped - 29

Lot Details -
 Total Lot Area - 42,300 Sq. ft. (.97 ac)
 Existing Building Area - 875 Sq. ft.
 New Proposed Building Area - 3,200 sq. ft.
 New Proposed Paved Area - 2,000 sq. ft.

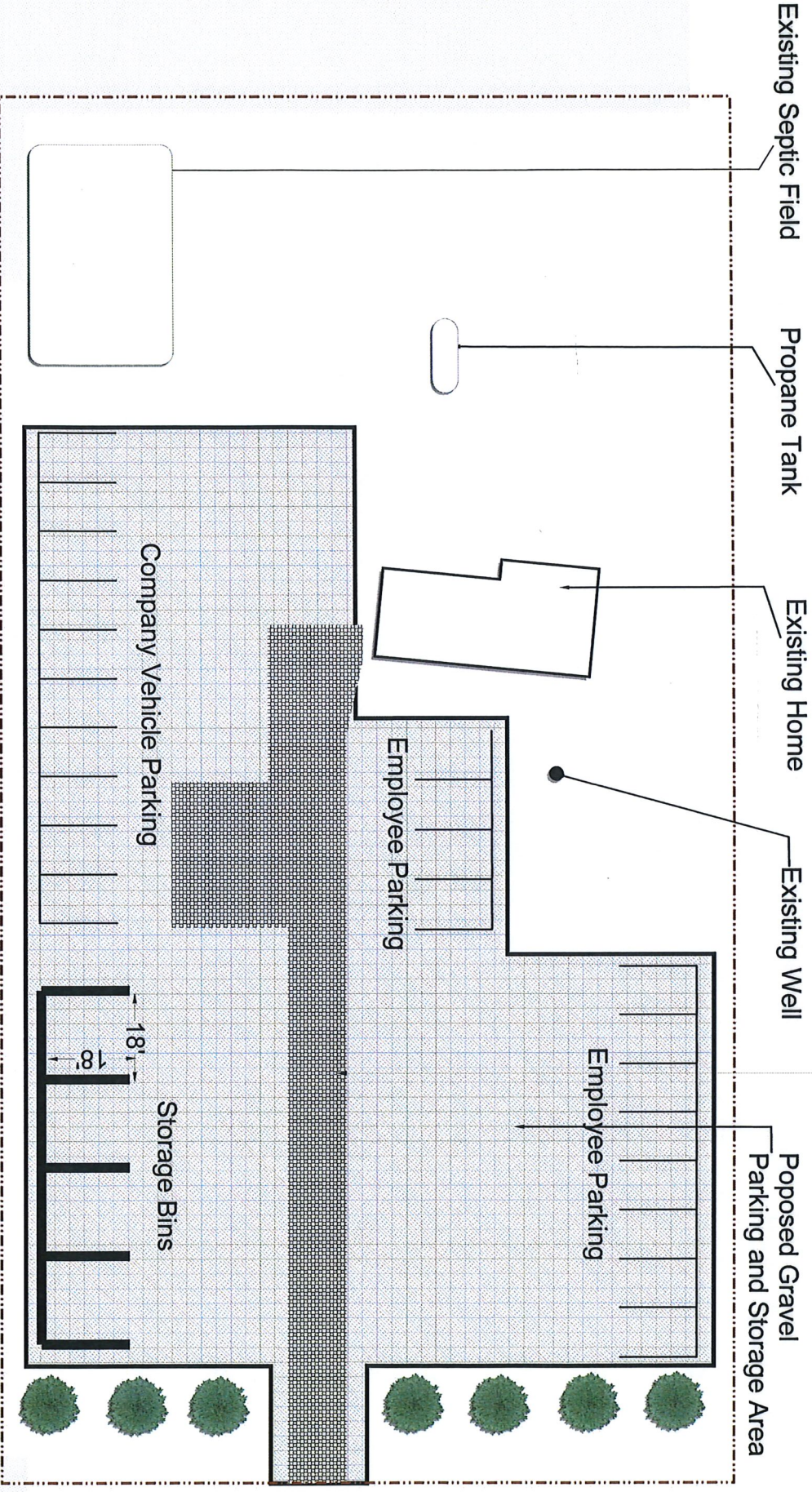
386 Lucy Rd.
Howell, MI 48843
Lot Id - 10-01-200-004

Legal -Sec. 1 T2N. R4E. BEG S. 0° 16' W 1370.8 FT FROM NE COR. OF
SEC., S 89° 58' W 282 FT., S 0° 16' W 150 FT., N 89° 58' E. 282 FT.,
N 0° 16' E 150 FT. TO BEG.

Scale 1" = 20'
North Arrow

Existing Gravel Drive

Dan Brockway
2619 Golf Club Rd.
Howell, MI 48843
Brad Holmes
820 Oceola
Howell, MI 48843



APPLICATION TO ZONING BOARD OF APPEALS

ZBA Case # 04-19
Tax Code 4700-09-400-012
Current Zoning RR
Fee Paid 400
Date Received 8-20-19
Received by DA.

Applicant Patricia S. Wolf
Address 2405 N Jefferson Rd. Midland, MI 48642
Telephone 989-832-0839 989-430-8866
(Home) (Cell)

Applicant is (check one): Owner Purchaser Representative

Purchaser or Representative needs a letter of permission from owner

Nature of Request (check applicable one)

- Variance Request (see below)
 Administrative Review (per Section 5.05 A)
 Interpretation of Ordinance (per Section 5.05 B 1, 2, 3 or 4)

1. Zoning Ordinance Section(s) 8.01 F.1.a
8.01 F.3.a

2. Letter stating reason request should be granted (per Section 5.05 C)
3. Requirement per Section 4.03 D
4. Required Livingston County Health Department evaluation

Office Use Only	
Meeting Date <u>9-9-19</u>	Action Taken _____
Conditions (if applicable) _____ _____	
Signed _____	

Patricia S Wolf
2405 N Jefferson Rd
Midland MI 48642
August 14, 2019

Marion Twp ZBA
2877 W Coon Lake Rd
Howell, MI 48843

RE: Section 5.05 C letter
Esper homestead variance request

Dear ZBA members:

I am simply requesting a new tax parcel number for the house and 1.44 acres located at 3003 Jewell Rd., Howell MI. I currently own this house as the Trustee of Dorothy Esper's Trust, my mother.

This home and lot were originally part of a roughly 100 acre farm purchased by my parents, John and Dorothy Esper, beginning in 1964. Then on December 31, 1984 John and Dorothy executed land contracts with each of their three sons to sell most of the farm and the tenant house. The 100 year old farm house together with 1.44 acres were not part of the sale and ownership was kept by John and Dorothy. These Land Contracts, prepared by the Heikkinen Law firm were recorded by Livingston County early 1985. They also executed documents provided by Kizer & Reader Law Office to make sure everything was done correctly. Attached is a copy of the recorded Land Contract for the ownership transfer and property split dated December 31, 1984.

This split was done during the time of the 1967 Land Division Act, which only required that not more than 4 splits under 10 acres could be done in less than 10 years and there was no pre-filing required. Since there was only one parcel less than 10 acres these 1984 splits were in compliance with the Land Division Act. Attached is a copy of a "Certificate Of Survey" dated March 28, 1985 which was prepared for my oldest brother Mike Esper. This "Certificate Of Survey" tracks with the descriptions contained in the Land Contract and shows graphically the two parcels that were not purchased by Mike. Parcel A was purchased by my youngest brother John III and Parcel B which included the large farm house, was kept by my parents.

It is my understanding at that time when property was split and/or changed ownership, after the Deed or Land Contract was recorded, the County Register of Deeds would send a copy to the appropriate Township Assessor. Based on this new deed the assessor would issue new tax parcel numbers and change the address where the property tax bill was to be sent. This process worked well for two of the parcels; both my brothers John and Tim received tax parcel numbers and tax bills. However for some unknown reason this process did not work for my Father and brother Mike. Instead of each of them getting their own tax parcel number and resulting separate tax bills, only Mike was given a parcel number which does included both houses. Since this made Mike officially responsible for paying property tax for both homes

and property, it is also puzzling why he didn't get this corrected. However since this is father and son at this point, I am sure they decided they could work it out. I know my parents paid their share of the property tax bill to Mike or his descendants every year including in 2019.

Variance for Section 8.01 F.1.a; Minimum Lot Area...two acres

In 1984 when the property was split the Township's Ordinance only required a one acre lot.

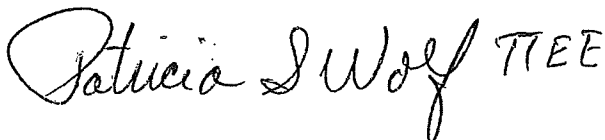
Variance for Section 8.01 F.3.a; Front yard setback seventy feet from the road right-of-way...

When these parcels were legally split in 1984 all the barns and grain storing structures that are directly behind the 1.44 acre parcel existed. Both Buyers and sellers knew these structures existed and accepted the existing front yard setbacks as shown on the attached survey drawing "DETAIL OF AREA WITH EXISTING BUILDINGS" dated 6-13-2019. We do not believe there was a specific front yard setback requirement for flag lots in 1984 and in fact there is not one now. The only front yard setback requirement in Marion Township's Ordinance is "Seventy (70) feet from the *road right-of-way*". From the survey drawing the smallest front yard setback to the *road right-of-way* is 244.70 feet. Furthermore the smallest front yard setback to the *flag lot line* of 46.7 feet is twice as large as the front yard setback recently granted for parcel A-1 as shown on this same drawing.

Section 5.05 C variance criteria items 1 through 5

1. Forcing this parcel to comply with the current 2 acre lot size would unreasonably prevent the owner from using the property as it has been used for over 100 years, a residential home.
2. Granting the variance is required to justly allow continued use of this home that has provided shelter for many families over the years and contributed to Marion Township's tax base.
3. The variance is required due to an apparent mistake made in 1985 by not issuing a separate tax parcel when the property was legally split.
4. The hardship of trying to obtain a tax parcel number now was caused by someone only issuing three tax parcel numbers when the farm was legally split in 1985 instead of the necessary four parcel numbers. The property owner could not issue the required parcel number, only Marion Township could.
5. Unless a tax parcel number is issued the property can not likely be sold which will not only cause a severe economic impact, but will prevent an Esper descendent from purchasing and continuing to use the home. Furthermore this 100 year old home is a proud landmark of Marion Township's agricultural history.

Thank you,

A handwritten signature in black ink that reads "Patricia S. Wolf Trustee". The signature is written in a cursive style with a large, looped initial 'P'.

Patricia S. Wolf Trustee
Dorothy B. Esper's Trust



THIS CONTRACT, made this 31st day of December, 1986, between JOHN J. ESPER, JR. and DOROTHY ESPER, his wife

hereinafter referred to as "Seller", whose address is 3003 Jewell Road, Howell, MI 48843

and MICHAEL D. ESPER and JOANNE M. ESPER, his wife

hereinafter referred to as "Purchaser", whose address is 3025 Jewell Road, Howell, MI 48843

WITNESSETH:

1. Seller Agrees:

(a) To sell and convey to Purchaser land in the Township of Marion County of Livingston Michigan, described as:

(SEE RIDER A ATTACHED HERETO AND MADE A PART HEREOF)

LIVINGSTON COUNTY TREASURER'S CERTIFICATE I hereby certify that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TITLES on same are paid for five years previous to the date of this instrument, or appear on the records in this office except as stated.

43 Louis K. Cransall, Treasurer Sec 135, Act 200, 1897 As Amended 7360

RECORDED APR 3 9 45 AM '85 RANCH REAL AND RECORDS DEEDS LIVINGSTON COUNTY, MI 48843

land", together with all tenements, hereditaments, improvements, and appurtenances, including any lighting or plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, and

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land

(b) That the full consideration for the sale of the land to Purchaser is: TWENTY NINE THOUSAND SEVEN HUNDRED FIFTY and 00/100

(\$ 29,750.00) dollars, of which the sum of

(\$ -0-) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of

(\$ 29,750.00) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of eight (8%) per cent per annum while Purchaser is not in default, and at the rate of eight (8%) per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in monthly installment of FIVE THOUSAND NINE HUNDRED FIFTY and 00/100 (\$ 5,950.00) dollars each, or more at Purchaser's option, on the 1st day of each month, beginning January 1, 1986

such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within four (4) years from the date hereof, anything herein to the contrary notwithstanding.

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts of omissions of persons other than Seller or his assigns.

(d) To keep and maintain the land and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, and also at all times to keep the building, now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

2. Purchaser Agrees:

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

(d) To keep and maintain the land and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, and also at all times to keep the building, now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

Parties

LIBER 1120 PAGE 762

Description of Land

Terms of Payment

Seller's Duty to Convey

Furnishing Evidence of Title

Purchaser's Duties

Maintenance of Premises

To Pay Taxes and Keep Premises Insured

10-09-400-003

Payment Method

Insert amount if advance monthly installment method of tax and insurance payment is to be adopted

Acceptance of Title and Premises

Mortgage by Seller

Encumbrances on Seller's Title

Non-payment of Taxes or Insurance

Disposition of Proceeds

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

2 (f), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, the Paragraph 2 (f) shall be of no effect and the method of payment provided in Paragraph 2 (e) shall apply.

(1) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of

(5) dollars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on this contract. If Purchaser is not in default under the terms of this contract, Seller shall pay for Purchaser's account the tax special assessments and insurance premiums mentioned in Paragraph 2 (e) above when due and before any penalty attaches, and submit receipts therefor to Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Seller's demand.

(g) That he has examined a title insurance policy/commitment dated _____ an abstract of title certified to _____ covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such title policy or abstract or an owner's title policy issued pursuant to such commitment, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent there

3. Seller and Purchaser Mutually Agree:

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided here

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sum matured or first maturing hereon with interest at _____ per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land with mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds paid and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with covenant by the grantee to assume and pay the same.

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premium or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premium or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at _____ per annum. This provision shall be effective only if Paragraph 2 (e) applies.

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt acceptance thereon.

(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture under this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, on all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. If service of a notice of forfeiture is relied upon by Seller to terminate rights hereunder, a notice of intention to forfeit this contract shall have been served at least fifteen (15) days prior thereto.

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

(i) That time shall be deemed to be of the essence of this contract.

(j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

(k) Seller retains one-half of all mineral rights in the property.

(l) Seller (both husband and wife, jointly and individually) retains for his/her lifetime the absolute right to buy the property back from the Purchaser for that price as originally sold for and as contained in this contract, if the property is proposed for transfer by the Purchaser by any means whatsoever. Proposed transfer shall include death, divorce, sale, encumbrance, lien, attachment, bankruptcy, conveyance etc. This provision shall be binding upon the heirs or assigns of the Purchaser.

LIBER 1120 PAGE 763

RECORDER
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

APR 3 9 05 AM '05

RECORDED

Dower Rights
Capacity of Parties
Interpretation of Contract
Signatures

If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.
Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.
The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

Arthur Heikkinen
Arthur Heikkinen
Ann B. Thurman
Ann B. Thurman

John J. Esper, Jr. (L.S.)
JOHN J. ESPER, JR.
Dorothy Esper (L.S.)
DOROTHY ESPER
Michael D. Esper (L.S.)
MICHAEL D. ESPER
Joanne M. Esper (L.S.)
JOANNE M. ESPER

Individual Acknowledgment

STATE OF MICHIGAN
COUNTY OF LIVINGSTON ss.

On this 31st day of December 19 84 before me appeared JOHN J. ESPER, JR. and DOROTHY ESPER, his wife and MICHAEL D. ESPER and JOANNE M. ESPER, his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires March 1 19 86

Arthur Heikkinen
Arthur Heikkinen
Notary Public, Livingston County, Michigan

Corporate Acknowledgment

STATE OF MICHIGAN
COUNTY OF ss.

On this day of 19 before me appeared

to me personally known, who being by me sworn, did (1) say that (2) the

of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said

acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 19

Note: If more than one officer acknowledges insert at (1) "each for himself," and (2) "they are respectively"

Notary Public, County, Michigan

Instrument Drafted by: Arthur Heikkinen
Attorney at Law

Business Address: 110 N. Michigan Avenue
Howell, MI 48843

RIDER A

Land being the North 5/6 of the East 1/2 of the Southeast 1/4 of Section 9, T2N, R4E, Marion Township, Livingston County, Michigan EXCEPTING the following described parcels:

PARCEL "A"

Commencing at the East 1/4 Corner of Section 9, Town 2 North-Range 4 East, Marion Township, Livingston County, Michigan; thence along the East-West 1/4 line of said Section 9 and the centerline of Jewell Road, S.89°37'12"W. 646.17 feet to the Point of Beginning of the land to be described; thence continuing along the East-West 1/4 line of said Section 9 and the centerline of Lange Road, S.89°37'12"W. 676.73 feet to the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 9, a 1/2 iron rod and cap, #13574; thence along the west line of the East 1/2 of the Southeast 1/4 of said Section 9, as previously surveyed and monumented by Boss Engineering, R.L.S.#13574, and shown on a survey recorded in Liber 784 of Deeds on Page 366 of the Livingston County Records, S.03°07'24"E 713.76 feet (recorded as S.03°07'07"E 713.77 feet) to the centerline of Jewell Road; thence continuing along said previously surveyed line, S.03°07'24"E. 54.86 feet to a found monument at the Northeast corner of Lot 13 of "TWILLEY HILLS ESTATES", a subdivision, as platted, laid out and recorded in Liber 9 of Plats on Page 26 of the Livingston County Records; thence along the East line of said "TWILLEY HILLS ESTATES" and the West line of the East 1/2 of the Southeast 1/4 of said Section 9, S.03°35'45"E. 770.46 feet (recorded as S.03°28'E) to a 1/2 3/4" iron rod and cap; thence N.89°37'12"E. 344.47 feet; thence N.04°07'42"W. 1278.93 feet to the centerline of Jewell Road; thence along the centerline of Jewell Road, N.33°46'01"E. 156.06 feet to the Point of Curvature of a curve to the right; thence along the centerline of Jewell Road on the arc of a curve right, 292.45 feet, said curve has a central angle of 55°51'12", a radius of 300.00 feet and a long chord which bears S.61°41'43"E. a distance of 281.00 feet to the Point of Tangency of said curve and the Point of Beginning.

Containing 12.52 acres of land, more or less and subject to the rights of the Public over Lange Road and Jewell Road. Also subject to any other easements or restrictions of record.

PARCEL "B"

Land being a part of the North 5/6 of the East 1/2 of the Southeast 1/4 of Section 9, Town 2 North-Range 4 East, Marion Township, Livingston County, Michigan. More particularly described as follows:

Commencing at the East 1/4 Corner of Section 9, Town 2 North-Range 4 East, Marion Township, Livingston County, Michigan; thence along the East-West 1/4 line of said Section 9 and the centerline of Jewell Road, S.89°37'12"W. 184.75 feet to the Point of Beginning of the land to be described; thence continuing along the East-West 1/4 line of said Section 9 and the centerline of Jewell Road, S.89°37'12"W. 272.20 feet; thence S.01°22'48"E 231.00 feet; thence N.89°37'12"E. 272.20 feet; thence N.01°22'48"W. 231.00 feet to the Point of Beginning.

Containing 1.44 acres of land, more or less, and subject to the rights of the Public over Jewell Road. Also subject to any other easements or restrictions of record.

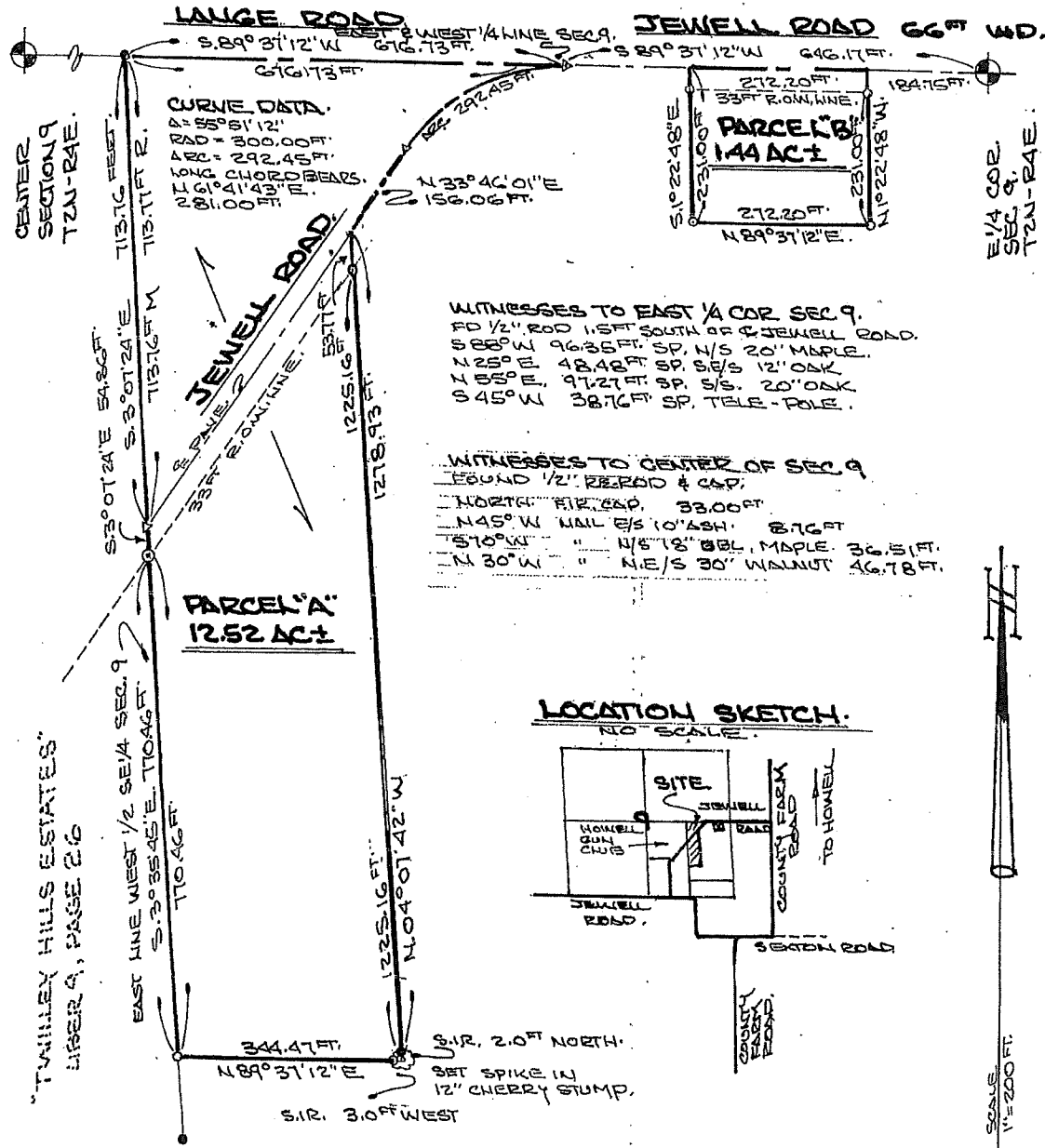
LIBER 1129 PAGE 765

RECORDED

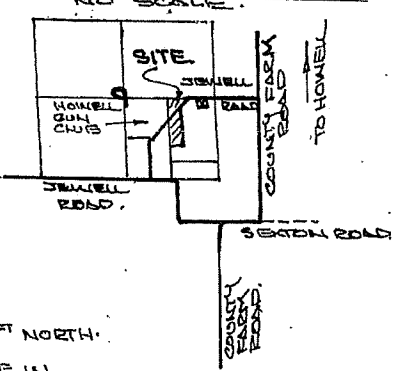
APR 3 9 45 AM '05

HANCY BAYLAND
REGISTRAR OF DEEDS
LIVINGSTON COUNTY, MI
43663

"CERTIFICATE OF SURVEY"

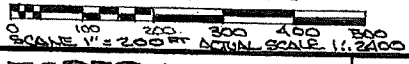


LOCATION SKETCH.



- LEGEND.**
- R = RECORDED DATA.
 - M = MEASURED DATA.
 - O = SET IRON ROD. = S.I.R.
 - = FOUND IRON ROD. = F.I.R.
 - ⊙ = FOUND CONC. MONUMENT.
 - Δ = SPIKE OR R.R. SPIKE.

BAR SCALE.



BENTON LAND SURVEY'S LTD. P.C. 521 W. GRAND RIVER, HOWELL, MICHIGAN 48843 517-546-6625	CLIENT: MIKE ESPER. "CERTIFICATE OF SURVEY" FOR TWO EXCEPTIONS TO PART OF THE E. 1/2 OF THE SE. 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 4 EAST, MARION TWP., WINGSTON COUNTY, MICHIGAN. REVISED 4-2-85 EAST LINE, PARCEL "A"	MADE BY 9								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">F.W. CAL</td> <td style="width: 10%;">DR. W.G.</td> <td style="width: 10%;">DATE.</td> <td style="width: 10%;">JOB NO.</td> </tr> <tr> <td>WRS WRS</td> <td>PLB BZ</td> <td>MARCH 29, 1985</td> <td>85-S-4312</td> </tr> </table>		F.W. CAL	DR. W.G.	DATE.	JOB NO.	WRS WRS	PLB BZ	MARCH 29, 1985	85-S-4312	PATRICK L. BENTON PLS #19826
F.W. CAL	DR. W.G.	DATE.	JOB NO.							
WRS WRS	PLB BZ	MARCH 29, 1985	85-S-4312							

DESCRIPTION OF PARCEL "A"

Land being a part of the North 5/6 of the East 1/2 of the Southeast 1/4 of Section 9, Town 2 North-Range 4 East, Marion Township, Livingston County, Michigan. More particularly described as follows:

Commencing at the East 1/4 Corner of Section 9, Town 2 North-Range 4 East, Marion Township, Livingston County, Michigan; thence along the East-West 1/4 Line of said Section 9 and the centerline of Jewell Road, S.89°37'12"W. 646.17 feet to the Point of Beginning of the land to be described; thence continuing along the East-West 1/4 line of said Section 9 and the centerline of Lange Road, S.89°37'12"W. 676.73 feet to the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 9, a 1/2 iron rod and cap, #13574; thence along the West line of the East 1/2 of the Southeast 1/4 of said Section 9, as previously surveyed and monumented by Boss Engineering, R.L.S.#13574, and shown on a survey recorded in Liber 784 of Deeds on Page 366 of the Livingston County Records, S.03°07'24"E 713.76 feet (recorded as S.03°07'07"E 713.77 feet) to the centerline of Jewell Road; thence continuing along said previously surveyed line, S.03°07'24"E. 54.86 feet to a found monument at the Northeast corner of Lot 13 of "TWILLEY HILLS ESTATES", a subdivision, as platted, laid out and recorded in Liber 9 of Plats on Page 26 of the Livingston County Records; thence along the East line of said "TWILLEY HILLS ESTATES" and the West line of the East 1/2 of the Southeast 1/4 of said Section 9, S.03°35'45"E. 770.46 feet (recorded as S.03°28'E) to a set 3/4" iron rod and cap; thence N.89°37'12"E. 344.47 feet; thence N.04°07'42"W. 1278.93 feet to the centerline of Jewell Road; thence along the centerline of Jewell Road, N.33°46'01"E. 156.06 feet to the Point of Curvature of a curve to the right; thence along the centerline of Jewell Road on the arc of a curve right, 292.45 feet, said curve has a central angle of 55°51'12", a radius of 300.00 feet and a long chord which bears S.61°41'43"E. a distance of 281.00 feet to the Point of Tangency of said curve and the Point of Beginning.

Containing 12.52 acres of land, more or less and subject to the rights of the Public over Lange Road and Jewell Road. Also subject to any other easements or restrictions of record.

DESCRIPTION OF PARCEL "B"

Land being a part of the North 5/6 of the East 1/2 of the Southeast 1/4 of Section 9, Town 2 North-Range 4 East, Marion Township, Livingston County, Michigan. More particularly described as follows:

Commencing at the East 1/4 Corner of Section 9, Town 2 North-Range 4 East, Marion Township, Livingston County, Michigan; thence along the East-West 1/4 Line of said Section 9 and the centerline of Jewell Road, S.89°37'12"W. 184.75 feet to the Point of Beginning of the land to be described; thence continuing along the East-West 1/4 line of said Section 9 and the centerline of Jewell Road, S.89°37'12"W. 272.20 feet; thence S.01°22'48"E 231.00 feet; thence N.89°37'12"E. 272.20 feet; thence N.01°22'48"W. 231.00 feet to the Point of Beginning.

Containing 1.44 acres of land, more or less, and subject to the rights of the Public over Jewell Road. Also subject to any other easements or restrictions of record.

I HEREBY CERTIFY that I have surveyed and mapped the land above platted and/or described on March 28, 1985; that the ratio of closure on the unadjusted field observations of such survey was 1/39,575; and that all of the requirements of P.A. 132, 1970 as amended by P.A. 280, 1972 have been complied with.

Bearings were established from the East-West 1/4 line of Section 9 as shown on a survey recorded in Liber 784 of Deeds on Page 366 of the L.C.R.

BENTON
LAND SURVEY'S
INC. P.C.
 527 W. GRAND RIVER
 HOWELL, MICHIGAN
 48843
 517-546-6625

CLIENT: **MIKE ESPER**
 "CERTIFICATE OF SURVEY"
 FOR TWO EXCEPTIONS TO PART
 OF THE E. 1/2 OF THE S.E. 1/4
 OF SECTION 9, TOWN 2 NORTH,
 RANGE 4 EAST, MARION TWP.,
 LIVINGSTON COUNTY, MICHIGAN.

FWL	CAL	DR.	N.B.	DATE	JOB NO.
WRS	WRS	PLB		MARCH 28, 1985	85-S-4312

PATRICK L. BENTON
 RLS. #19826

CERTIFICATE OF SURVEY

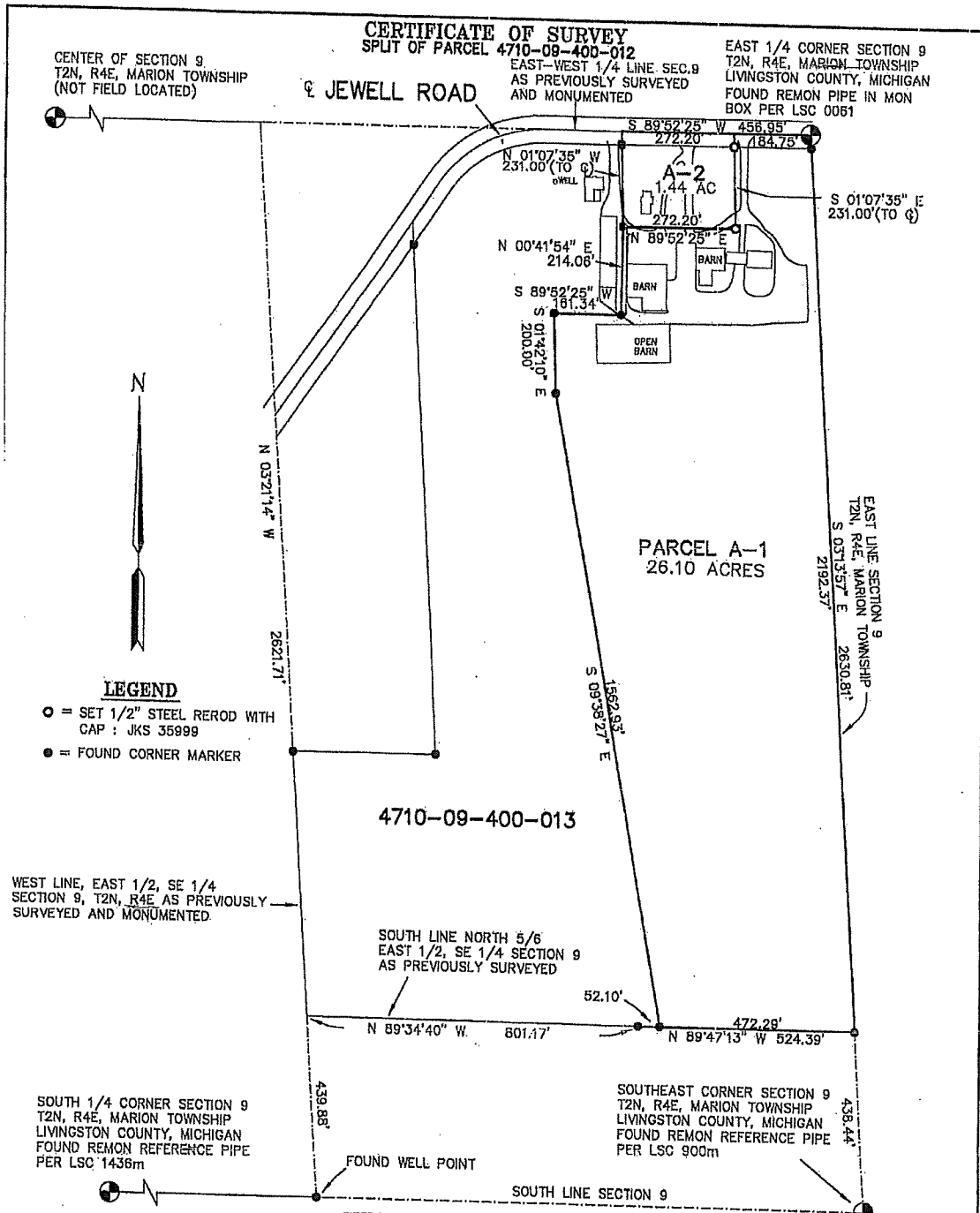
SPLIT OF PARCEL 4710-09-400-012

EAST-WEST 1/4 LINE SEC. 9
AS PREVIOUSLY SURVEYED
AND MONUMENTED

EAST 1/4 CORNER SECTION 9
T2N, R4E, MARION TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
FOUND REMON PIPE IN MON
BOX PER LSC 0061

CENTER OF SECTION 9
T2N, R4E, MARION TOWNSHIP
(NOT FIELD LOCATED)

☉ JEWELL ROAD



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN PLATTED AND DESCRIBED ON 11/09/2018, AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN LIMITS ACCEPTED BY THE PRACTICE FOR MICHIGAN PROFESSIONAL SURVEYORS, AND THAT ALL OF THE REQUIREMENTS OF ACT NO. 132, P.A. 1970 (AS AMENDED) HAVE BEEN COMPLIED WITH.

NOTE: BEARINGS ARE BASED ON A PREVIOUS SURVEY

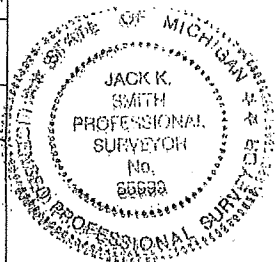
CLIENT: **ESPER**

SECTION: 9 TOWN: 2 NORTH RANGE: 4 EAST

MARION TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

JACK K. SMITH
PROFESSIONAL SURVEYOR No. 35999

GARLOCK-SMITH
PROFESSIONAL SURVEYORS
516 EAST GRAND RIVER
HOWELL, MICHIGAN 48843
(517) 546 - 3340
FAX: (517) 548 - 2941



DATE: 06-13-2019 CREW: JKS/DJS/CG

BOOK NO. 217 PG 73 COMP: JKS

SHEET 1 OF 3 DRAWN: JKS

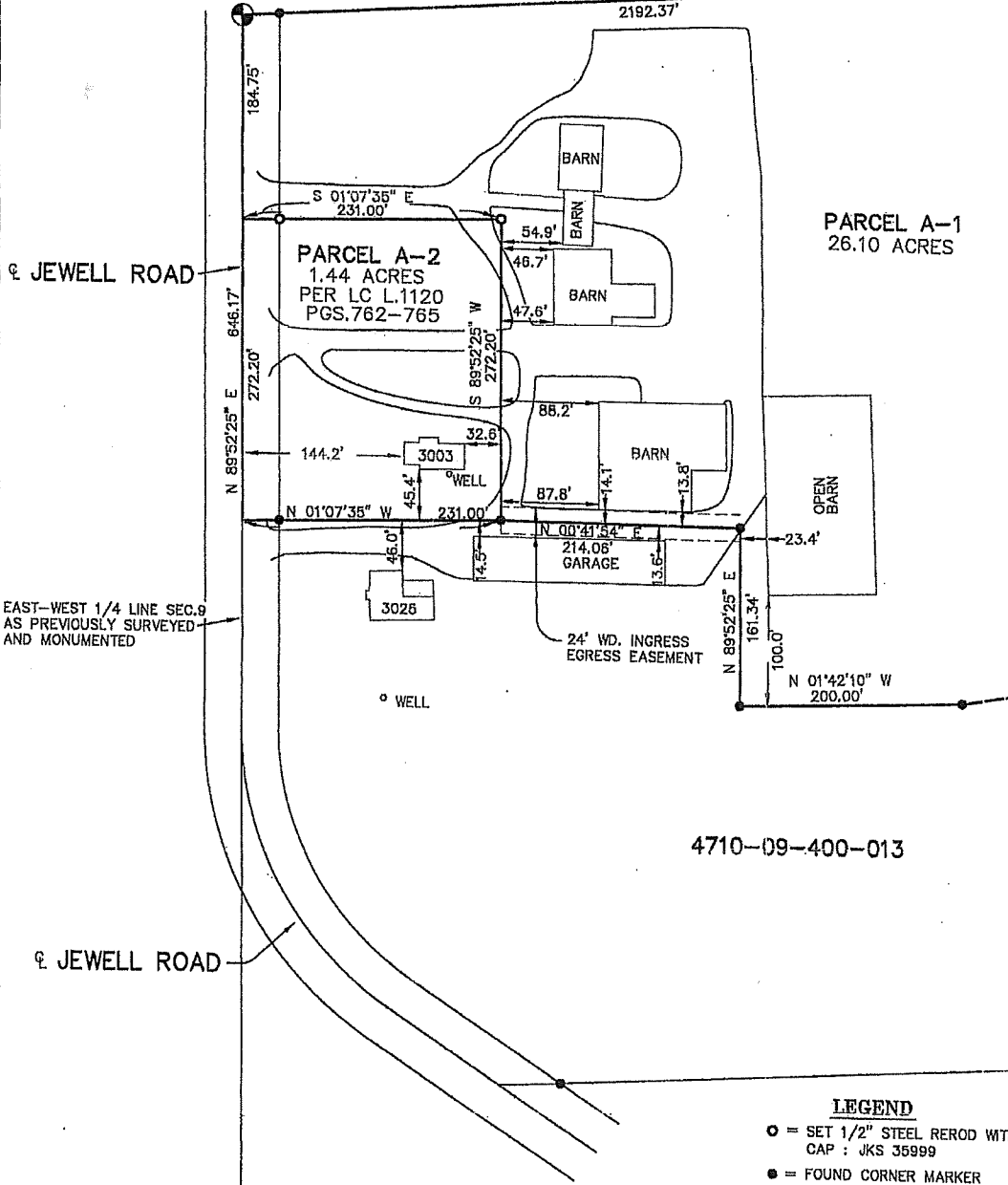
REV:

DETAIL OF AREA WITH EXISTING BUILDINGS



EAST 1/4 CORNER SECTION 9
T2N, R4E, MARION TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
FOUND REMON PIPE IN MON
BOX PER LSC 0081

EAST LINE SECTION 9
T2N, R4E, MARION TOWNSHIP
S 03°13'57" E
2192.37'



4710-09-400-013

LEGEND

- = SET 1/2" STEEL REROD WITH CAP : JKS 35999
- = FOUND CORNER MARKER

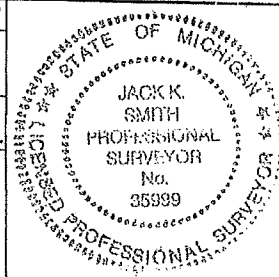
CLIENT: **ESPER**

SCALE: 1" = 120'

SECTION: 9 TOWN: 2 NORTH RANGE: 4 EAST

MARION TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

JACK K. SMITH
PROFESSIONAL SURVEYOR No. 35999



GARLOCK-SMITH
PROFESSIONAL SURVEYORS
516 EAST GRAND RIVER
HOWELL, MICHIGAN 48843
(517) 546 - 3340
FAX: (517) 546 - 2941

DATE: 06-13-2019	CREW: JKS/DJS/CG
BOOK NO. 217 PG 73	COMP: JKS
SHEET 2 OF 3	DRAWN: JKS
	REV:

LEGAL DESCRIPTIONS:

PARCEL A-1 - 26.10 ACRES:

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 9, T2N, R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE S03°13'57"E 2192.37 FEET ALONG THE EAST LINE OF SAID SECTION 9; THENCE N89°47'13"W 472.29 FEET ALONG THE SOUTH LINE OF THE NORTH 5/8 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 9 AS PREVIOUSLY SURVEYED AND MONUMENTED; THENCE N09°38'27"W 1562.93 FEET; THENCE N01°42'10"W 200.00 FEET; THENCE N89°52'25"E 161.34 FEET; THENCE N00°41'54"E 214.06 FEET; THENCE N89°52'25"E 272.20 FEET; THENCE N01°07'35"W 231.00 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 9 AS MONUMENTED AND THE CENTER LINE OF JEWELL ROAD; THENCE N89°52'25"E 184.75 FEET ALONG SAID 1/4 LINE AND CENTER LINE TO THE PLACE OF BEGINNING. BEING A PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, T2N, R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN CONTAINING 26.10 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY JEWELL ROAD, ALSO BEING SUBJECT TO AND TOGETHER WITH THE USE OF A 24.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED BELOW, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PARCEL A-2 - 1.44 ACRES:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 9, T2N, R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE S89°52'25"W 184.75 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 9 AS MONUMENTED AND THE CENTER LINE OF JEWELL ROAD FOR A PLACE OF BEGINNING; THENCE S01°07'35"E 231.00 FEET; THENCE S89°52'25"W 272.20 FEET; THENCE N01°07'35"W 231.00 FEET TO A POINT ON SAID 1/4 LINE AND CENTER LINE OF JEWELL ROAD; THENCE N89°52'25"E 272.20 FEET ALONG SAID 1/4 LINE AND CENTER LINE TO THE PLACE OF BEGINNING. BEING A PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, T2N, R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN CONTAINING 1.44 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY JEWELL ROAD, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

24.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS AND EGRESS:

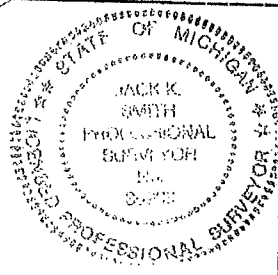
A 24.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS AND EGRESS HAVING A CENTER LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 9, T2N, R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE S89°52'25"W 456.95 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 9 AND THE CENTER LINE OF JEWELL ROAD; THENCE S01°07'35"E 231.00 FEET FOR A PLACE OF BEGINNING; THENCE S00°41'54"W 214.06 FEET FOR A PLACE OF ENDING. BEING A PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, T2N, R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY JEWELL ROAD, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CLIENT: **ESPER**

SECTION: **9** TOWN: **2 NORTH** RANGE: **4 EAST**

MARION TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

[Signature]
JACK K. SMITH
PROFESSIONAL SURVEYOR No. **35999**



GARLOCK-SMITH
PROFESSIONAL SURVEYORS
516 EAST GRAND RIVER
HOWELL, MICHIGAN 48843
(517) 546 - 3340
FAX: (517) 548 - 2941

DATE: 06-13-2019	CREW: JKS/DJS/CG
BOOK NO. 217 PG 73	COMP: JKS
SHEET 3 OF 3	DRAWN: JKS
	REV:

Requirements for APPLICATION TO ZONING BOARD OF APPEALS

Item 3. Requirement per Section 4.03 D (plot plan information)

The three page CERTIFICATE OF SURVEY prepared by Jack Smith 6-13-2019 provides the required information and is attached to the ZBA application.

Item 4. Required Livingston County Health Department evaluation

This is an existing home occupied continuously for over 100 years and there is no current plans to add to/or modify the home. Therefore there is no Health Department evaluation underway or being considered at this time.

The location of the well is shown in the drawings prepared by the surveyor. There is no record available of the onsite wastewater disposal system. However we have sketched on the "DETAIL OF AREA WITH EXISTING BUILDINGS" drawing by the surveyor where we believe the septic field is located.

DETAIL OF AREA WITH EXISTING BUILDINGS



EAST 1/4 CORNER SECTION 9
T2N, R4E, MARION TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
FOUND REMON PIPE IN MON
BOX PER LSC 0081

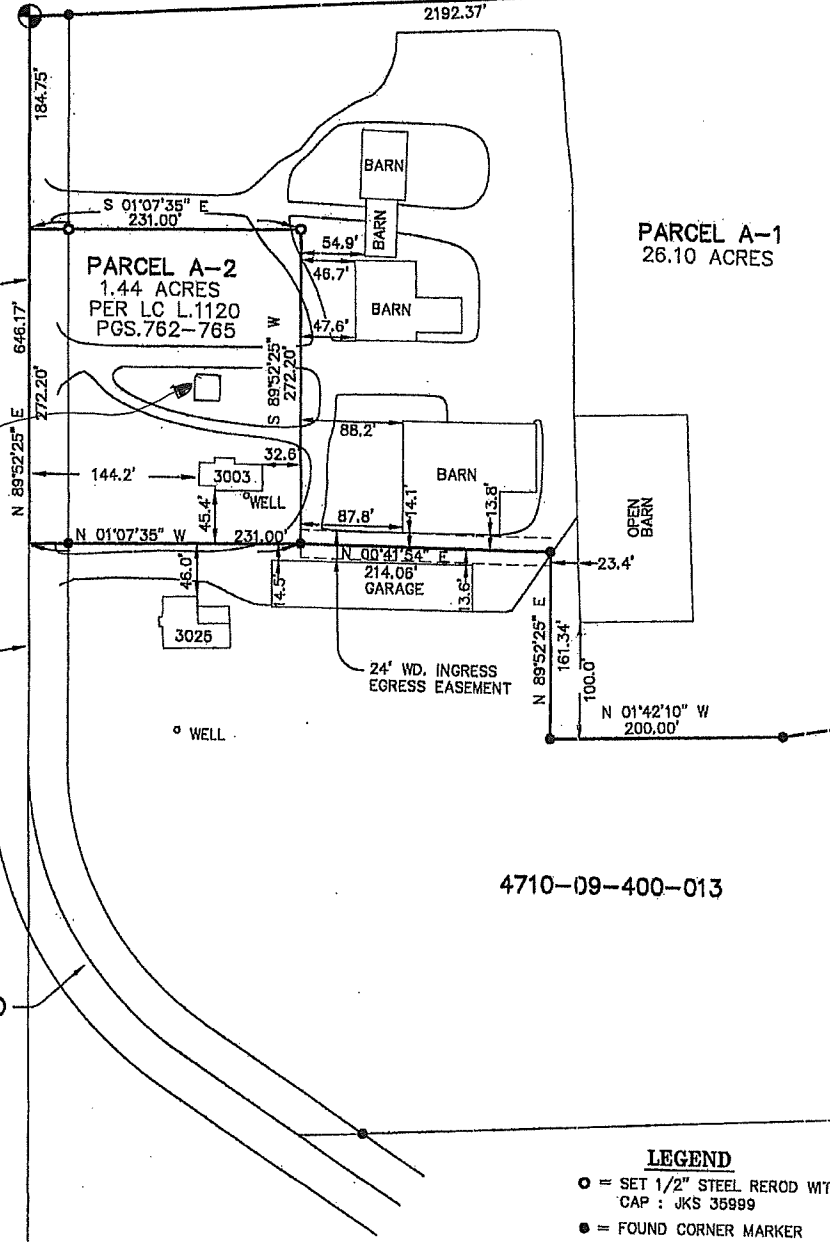
EAST LINE SECTION 9
T2N, R4E, MARION TOWNSHIP

S 03°13'57" E
2192.37'

1/2 JEWELL ROAD

APPROXIMATE LOCN.
OF SEPTIC FIELD
ADDED BY PAT
WOLF

EAST-WEST 1/4 LINE SEC.9
AS PREVIOUSLY SURVEYED
AND MONUMENTED



4710-09-400-013

LEGEND

- = SET 1/2" STEEL REROD WITH CAP : JKS 35999
- = FOUND CORNER MARKER

CLIENT: **ESPER**

SCALE: 1" = 120'

SECTION: 9 TOWN: 2 NORTH RANGE: 4 EAST

MARION TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

JACK K. SMITH
PROFESSIONAL SURVEYOR No. 35999

GARLOCK-SMITH
PROFESSIONAL SURVEYORS
516 EAST GRAND RIVER
HOWELL, MICHIGAN 48843
(517) 546 - 3340
FAX: (517) 546 - 2941



DATE: 06-13-2019	CREW: JKS/DJS/CG
BOOK NO. 217 PG 73	COMP: JKS
SHEET 2 OF 3	DRAWN: JKS
	REV:

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Libers & Page	Verified By	Percent Trans.

Property Address	Class	Zoning	Building Permit(s)	Date	Number	Status
03 JEWELL RD	AG - IMPROVED	RURAL	ADDITION	01/05/2012	2011-11879	100% COMPL
P.R.E. 82% 05/02/2019						
MAP #: 9						

Owner's Name/Address	2020 Est TCY Tentative	Land Value Estimates for Land Table AG. 2020 AG
PER MICHAEL D & JOANNE M 25 JEWELL RD WELL MI 48843	X Improved	
	Vacant	
	Public Improvements	
	Dirt Road	Description Frontage Depth Front Depth Rate %adj. Reason Value
	Gravel Road	2019 AGRIC TILLABLE 16.36 Acres 4400 100
	Paved Road	2019 AGRIC WOODS GOOD 4.14 Acres 4500 100
	Storm Sewer	2019 AGRIC HOMESITE 1.00 Acres 30000 100
	Sidewalk	2019 AGRIC RECREATIONAL 5.68 Acres 4500 100
	Water	2019 AGRIC ROAD R.O.W. 0.38 Acres 0 100
	Sewer	27.56 Total Acres Total Est. Land Value = 146,174
	Electric	
	Gas	
	Curb	
	Street Lights	
	Standard Utilities	
	Underground Utils.	

Comments/Influences	Topography of Site
19 ACRES CORRECTED UP TO 53.5 AC DED VALUE FOR ADDITION ON CRAWL TO SPD NEW TAXABLE VALUE	Level Rolling Low High Landscaped Swamp Wooded Pond Waterfront Ravine Wetland Flood Plain

Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
D	10/22/1996	DATA ENTER	2020	0	0	0			0
			2019	0	0	0			0
			2018	0	0	0			0
			2017	0	0	0			0

** Information herein deemed reliable but not guaranteed**

Equalizer. Copyright (c) 1999 - 2009. Licensed To: Township of Marion, County of Livingston, Michigan

Building Type	Utility Lean-Tos	Farm Utility Buildings	Farm Utility Buildings	Farm Utility Buildings	Steel Grain Bin
Ass/Construction	D,Pole	D,Pole	D,Pole	D,Pole	N/A
Year Built					1982
Utility/Exterior	Low Cost	Low Cost	Low Cost	Low Cost	Diameter: 30
4 Walls, Perimeter	4 Wall, 112	4 Wall, 244	4 Wall, 146	4 Wall, 200	Floor: Vented Floor
Light	8	14	8	12	18
ating System	Space Heaters, Rad.	No Heating/Cooling	No Heating/Cooling	No Heating/Cooling	Fan & Heat:
Length/Width/Area	38 x 37 = 1406	70 x 52 = 3640	49 x 24 = 1176	60 x 40 = 2400	1
Est New	\$ 12,063	\$ 26,280	\$ 8,761	\$ 17,376	\$ 32,130
%/Func./Econ. %Good	32/100/100 32.0	42/100/100 42.0	42/100/100 42.0	42/100/100 42.0	52/100/100 52.0
Depreciated Cost	\$ 3,860	\$ 11,038	\$ 3,680	\$ 7,298	\$ 16,708
Unit-In-Place Items	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Description, Size X Rate X %Good = Cost					
Amortized ->					
Unit-In-Place ->					
Items ->					
T.F.	X 0.950	X 0.950	X 0.950	X 0.950	X 0.950
Good	32	42	42	42	52
C. True Cash Value	\$ 3,667	\$ 10,486	\$ 3,496	\$ 6,933	\$ 15,872
Comments:					
Total Estimated True Cash Value of Agricultural Improvements / This Card: 39531 / All Cards: 154479					

* Information herein deemed reliable but not guaranteed***

Building Type	Utility Lean-Tos	Barn - General Purpose	Milk Houses	Barn - General Purpose	Utility Lean-Tos
Bar Built					
Ass/Construction	D, Pole	D, Frame	D, Frame	D, Pole	D, Pole
Quality/Exterior	Low Cost	Low Cost	Average	Average	Average
4 of Walls, Perimeter	4 Wall, 154	4 Wall, 200	4 Wall, 52	No-Wall, 304	Lean-To, 152
Light	9	20	10	14	14
ating System	No Heating/Cooling	No Heating/Cooling	No Heating/Cooling	No Heating/Cooling	No Heating/Cooling
Length/Width/Area	82 x 36 = 2952	60 x 40 = 2400	14 x 12 = 168	100 x 52 = 5200	100 x 26 = 2600
Cost New	\$ 15,498	\$ 54,888	\$ 11,825	\$ 85,696	\$ 18,025
Y./Func./Ecom. %Good	42/100/100 42.0	42/50/50 10.5	20/0/100 0.0	64/100/100 64.0	64/100/100 64.0
preciated Cost	\$ 6,509	\$ 5,763	\$ 0	\$ 54,845	\$ 11,536
Unit-In-Place Items	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Description, Size X ate X %Good = Cost					
emized ->					
it-In-Place ->					
ems ->					
C.F.	X 0.950	X 0.950	X 0.950	X 0.950	X 0.950
Food	42	42	20	64	64
t. True Cash Value	\$ 6,184	\$ 5,475	\$ 0	\$ 52,103	\$ 10,959
Comments:			NV - POOR CONDITION		
Total Estimated True Cash Value of Agricultural Improvements / This Card: 73013 / All Cards: 152682					

* Information herein deemed reliable but not guaranteed***

Building Type	Roof (cont.)	Heating/Cooling	Built-ins	Fireplaces	Porches/Decks	Garage
Single Family Mobile Home Town Home Duplex 3-Frame Wood Frame	(3) Roof (cont.) Eavestrough Insulation Front Overhang Other Overhang (4) Interior Drywall Plaster Wood T&G Trim & Decoration Ex X Ord Min Size of Closets Lg X Ord Small Ig X Ord Doors Solid X H.C.	(11) Heating/Cooling Gas Wood Oil Coal Elec. Steam Forced Air w/o Ducts Forced Air w/ Ducts Forced Hot Water Electric Baseboard Elec. Ceil. Radiant Radiant (in-floor) Electric Wall Heat Space Heater Wall/Floor Furnace Forced Heat & Cool Heat Pump No Heating/Cooling Central Air Wood Furnace	(15) Built-ins Appliance Allow. Cook Top Dishwasher Garbage Disposal Bath Heater Vent Fan Hot Tub Unvented Hood Vented Hood Intercom Jacuzzi Tub Jacuzzi repl. Tub Overn Microwave Standard Range Self Clean Range Sauna Trash Compactor Central Vacuum Security System	(15) Fireplaces Interior 1 Story Interior 2 Story 2nd/Same Stack Two Sided Exterior 1 Story Exterior 2 Story Prefab 1 Story Prefab 2 Story Heat Circulator Raised Hearth Wood Stove Direct-Vented Ga	(16) Porches/Decks Area Type 40 WCP (1 Story) 92 WCP (1 Story) 16 WCP (1 Story) 264 Treated Wood	(17) Garage Year Built: Car Capacity: Class: Exterior: Brick Ven.: Stone Ven.: Common Wall: Foundation: Finished ? Auto. Doors: Mech. Doors: Area: % Good: Storage Area: No Conc. Floor: Bsmnt Garage: Carport Area: Roof:
RMHOUSE Built Remodeled 17 1978 dition: Average	(5) Floors Kitchen: Other: Other:	(12) Electric 100/Amps Service	Cost Est. for Res. Bldg: 1 Single Family FARMHOUSE (11) Heating System: Forced Heat & Cool Ground Area = 1272 SF Floor Area = 2488 SF. Phy./Ab. Phy./Func/Econ/Comb. % Good=52/100/100/100/52	Class: C Effec. Age: 48 Floor Area: 2,488 Total Base New : 275,508 Total Depr Cost: 144,090 Estimated T.C.V.: 120,315	E.C.F. X 0.835	Bsmnt Garage: Carport Area: Roof:
om List Basement 1st Floor 2nd Floor Bedrooms	(6) Ceilings X Plaster	No./Qual. of Fixtures Ex. X Ord. Min No. of Elec. Outlets Many X Ave. Few	Building Areas Exterior Siding Siding Siding 1 Story Siding Foundation Mich Bsmnt. Basement Mich Bsmnt.	Size 688 528 56 Total: 248,799	Cost New 2,579 4,036 8,914 2,257 3,795 1,002 Total: 4,126	Depr. Cost 1,341 2,099 4,635 1,174 1,973 521 Total: 2,971
Wood/Shingle Aluminum/Vinyl Brick Insulation	(7) Excavation Basement: 1272 S.F. Crawl: 0 S.F. Slab: 0 S.F. Height to Joists: 0.0	(13) Plumbing Average Fixture(s) 1 3 Fixture Bath 2 2 Fixture Bath Softener, Auto Softener, Manual Solar Water Heat No Plumbing Extra Toilet Extra Sink Separate Shower Ceramic Tile Floor Ceramic Tile Mains Ceramic Tub Alcove Vent Fan	Other Additions/Adjustments Plumbing 2 Fixture Bath Water/Sewer 1000 Gal Septic Water Well, 200 Feet Porches WCP (1 Story) WCP (1 Story) WCP (1 Story) Deck Treated Wood	Notes: ECF (AGRICULTURAL LAND) 0.835 => TCV:	Totals: 275,508	Totals: 144,090
many Avg. Large Avg. Small	(8) Basement Conc. Block Poured Conc. Stone Treated Wood Concrete Floor	(9) Basement Finish Recreation SF Living SF Walkout Doors SF No Floor SF	(14) Water/Sewer Public Water Public Sewer Water Well 1 1000 Gal Septic 2000 Gal Septic Jump Sum Items:			
Wood Sash Metal Sash Vinyl Sash Double Hung Horiz. Slide Casement Double Glass Patio Doors Storms & Screens	(10) Floor Support Joists: Unsupported Len: Ctr.Sup:					
Table Hip Flat Asphalt Shingle	Gambrel Mansard Shed					
Roof						
Vinyl						

Information herein deemed reliable but not guaranteed***

Building Type	Steel Grain Bin	Steel Grain Bin	Steel Grain Bin		
Year Built	1982	1982	1982		
Class/Construction	N/A	N/A	N/A		
Utility/Exterior	Diameter: 30	Diameter: 30	Diameter: 21		
Top Walls, Perimeter	Floor: Vented Floor	Floor: Vented Floor	Floor: Vented Floor		
Height	18	18	18		
Lighting System	Fan & Heat:	Fan & Heat:	Fan & Heat: X		
Length/Width/Area	1	1	1		
Cost New	\$ 32,130	\$ 32,130	\$ 19,278		
Y./Func./Econ. %Good	52/100/100 52.0	52/100/100 52.0	52/100/100 52.0		
Depreciated Cost	\$ 16,708	\$ 16,708	\$ 10,025		
Unit-In-Place Items	\$ 0	\$ 0	\$ 0		
Description, Size X					
Rate X %Good = Cost					
Amortized	->				
Unit-In-Place	->				
Comments	->				
C.F.	X 0.950	X 0.950	X 0.950		
Good	52	52	52		
C. True Cash Value	\$ 15,872	\$ 15,872	\$ 9,523		
Comments:					
Total Estimated True Cash Value of Agricultural Improvements / This Card: 40627 / All Cards: 155802					

* Information herein deemed reliable but not guaranteed***