

Berlin Charter Township

8000 Swan View • Newport, MI 48166 • (734) 586-2187 • Fax (734) 586-8900



Supervisor

Mary Jo Gedelian

Clerk

Gina M. Swiercz

Treasurer

Deborah L. Masserant
MICPT

Trustees

Kellie M. Long
Kyle R. Long
Neil J. Masserant
John S. Sorovetz

BERLIN CHARTER TOWNSHIP PLANNING COMMISSION NOTICE OF PUBLIC HEARING April 22, 2025

Public notice is hereby given that the Berlin Charter Township Planning Commission will hold a Public Hearing at 6:30 p.m. on Tuesday, April 22, 2025, at Laginess Park, located at 9505 Brandon Rd, Newport, Michigan, to consider the following:

A request from Jimmy Holloway, to re-zone a parcel of land located at 14783 Telegraph Road, in Berlin Charter Township, Michigan from Commercial/R-2 (residential 2) to I (industrial).

Parcel ID #
5803 006 125 00

Written comments will be received until Tuesday, April 22, 2025, at 4:30 p.m. and can be mailed to or delivered to the Office of the Building Department, 8000 Swan View Drive, Monday through Friday during regular business hours, where a complete copy of the petition is also available for inspection.

Mary Jo Gedelian
Zoning Administrator

Display Ad: March 27, 2025
Publish one time: March 27, 2025

Berlin Charter Township Planning Commission
Rezoning Application

Applicant Information:

Name: Jimmy Dewayne Holloway

Address: 14783 Telegraph Road

Telephone: 734-789-0649

Flat Rock, MI 48134

Fax: N/A

Engineer/Architect Information:

Name: N/A

Address:

Telephone:

Fax:

Legal Council:

Name: Billy Jeffers (P83914)

Address: 19 E. Front Street

Telephone: 734-242-3434

Monroe, MI 48161

Property Information:

**It is requested that the property
be rezoned**
from Comm/Res to Industrial

Legal

Description:

See Exhibit A included in this packet.

Tax Parcel No. 03-006-125-00

Application Fee: Base fee - \$ 607 Escrow fee - \$ 2,587

Amount Paid: \$ 3,194

Date Paid: 3-4-2025

Intent: Berlin Charter Township recommends that the applicant check off each item below as it is completed. This will assist in avoiding missing a required submittal item that could require resubmittal. The provisions below are intended to only be an outline of the requirements of the Ordinance. The application is not intended to be comprehensive. The appropriate sections of the Ordinance should be reviewed when developing the required information.

☒ Planning Commission Schedule Provided to Applicant

☒ **Application Submitted.** Twelve (12) copies must be submitted. All required applications, plans and materials must be included. An application which is not complete will not be accepted for review by the Township.

☒ **Additonal Required Information:**

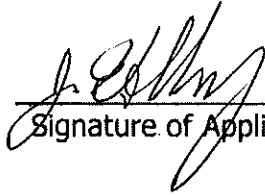
- Proof of Ownership – provide either a copy of a warranty deed or a current title insurance policy
- Dimensional Plot Plan and Indication of the intended use.

☒ **Considerations of the Request.** The Planning Commission must evaluate a number of considerations in reviewing a rezoning request. In order to assist the Commission understand your request. It is asked that you provide responses to the following three questions regarding the rezoning request.
Attach additional pages if necessary.

1. Are there substantial reasons why the property cannot be reasonably used as currently zoned?
See Attached Addendum.
2. Would a change of the present zoning district boundaries be compatible with existing land uses in the area? Will it adversely affect property values?
See Attached Addendum.
3. Has there been a recent change in conditions that would support the proposed rezoning?
See Attached Addendum.



Signature. I, have reviewed Zoning Ordinance Section 18-421 of Berlin Charter Township and have submitted all documents, data and other information as required; and further depose that this Application and accompanying documents, data and other information are true and accurate, and further grant permission to Berlin Charter Township to enter the above-described property for the purposes of gathering information related to this application. I also hereby confirm that I am the fee holder for the property identified on this application.



Signature of Applicant/Property Owner

02/28/25

Date

STATE OF MICHIGAN

BERLIN CHARTER TOWNSHIP PLANNING COMMISSION

Drafted by:

Billy R. Jeffers (P83914)

GODFROY, WETZEL & JEFFERS, PLC

Attorney for Applicant, Jimmy Holloway

19 East Front Street

Monroe, MI 48161

(734) 242-3434

ADDENDUM IN SUPPORT OF REZONING APPLICATION

Response to Question #1 of the Application:

Yes. I am filing this rezoning application to be compliant with the Township. I am in the process of purchasing 14783 Telegraph Road, Flat Rock, MI 48134 (the "Property") from Trena K. Miller. I have attached the Quit Claim Deed with the Property's Legal Description to this Addendum. **See Exhibit A.** I have also attached the Memorandum of Land Contract recorded with Monroe County (**See Exhibit B**) and my Owner's Policy of Title Insurance (**See Exhibit C**) as evidence of my purchase with Trena K. Miller. Ms. Miller is aware of my rezoning application and has provided the attached Affidavit granting me permission and approval to make this application with Berlin Charter Township. **See Exhibit D.**

I own and operate my own tractor-trailer company. I am not partnered with anyone. I do not have, nor do I intend to have any employees. When I purchased the Property from Ms. Miller, I believed that I could park my equipment on the Property because a portion of the Property is zoned Commercial, and a portion is zoned Residential. **See Exhibit E.** The Township contacted me after I had started bringing gravel onto the Property and equipment on the Property. The Township made me aware that the Property is not zoned for my commercial equipment. I was told that I needed to request to rezone the Property to be compliant. I was disappointed because this was the first time since I became my own boss that I am able to park my equipment and walk into my home, instead of parking somewhere far away and driving to my residence.

I am requesting that the entire Property be rezoned as Industrial. While I am waiting for the Township to review my application, I have stopped any movement and/or development on the Property until a decision is made by this Commission. I have attached a drawing with my plans for the Property upon your approval. **See Exhibit F.** My intention is to install a gravel truck road onto the Property from Telegraph Road. I will be the only person to use this road. I will use it to access more of the Property and I intend to park my equipment on the adjacent industrial side of the Property. The road and the parking area will have an adequate buffer from the neighborhood to my north. I intend to plant a mixture of pines and hardwood trees ("trees") on the Property as marked on **Exhibit F.** You can see that I will plant trees along the northern border of the Property, adjacent to the neighborhood. I will also plant trees along the entire road and parking area to create the natural

buffer. By installing these additional trees, I intend to make this Property more environmentally friendly and attractive to all of the neighbors that surround the Property.

Response to Question #2 of the Application:

Yes, it will be compatible. No, it will not adversely affect property values. Adjacent to the south of the Property, my neighbors are already zoned as Industrial. The neighbors to the north of the Property are zoned Residential. However, with the addition of the trees that I will plant my Property will not impact my neighbors to the north. Right now, if you went to the neighborhood north of my Property, due to the lack of trees and boundaries those residences can look through my Property right into the Industrial parcels to my south. After I have planted my trees, my residential neighbors will no longer have to look at the Industrial parcels. I have also spoken with two local realtors, Marlene Woodruff and Brian Russell. Based on their experience, it is their opinion that rezoning this lot will not negatively impact the neighboring property values. See **Exhibit G and Exhibit H.**

Response to Question #3 of the Application:

I am requesting the commission's approval to rezone this parcel to make it one consistent parcel. In addition to the reasons set forth in the preceding paragraphs, it is my understanding that the adjacent properties to the south of the Property were recently rezoned to Industrial use within the last few years. Across the street from the Property, there is a pawn shop, an automotive shop, a tire shop that is open seven days a week, and a bowling alley. South of my Property, there is a storage business and then south of the storage business, a fleet company operates its trucks. I also noticed that my complete parcel is highlighted as a potential Industrial Use parcel on the Township website. As each realtor indicated in their letters, the area is classified as mixed use property.

Thank you for considering my request.

Respectfully Submitted,

Dated: February ____, 2025

Jimmy Dewayne Holloway
Applicant



RECEIVED: 09/26/2024 01:21 PM
2024R14329
RECORDED: 09/26/2024 01:36 PM
ANNAMARIE OSMENT
OFFICIAL SEAL OF
MONROE COUNTY, MI
PAGES: 2

MEMORANDUM OF LAND CONTRACT

Drafted By:
Trena K. Miller
1630 N Custer
Monroe, MI 48162

Return To:
Jimmy Holloway
14783 Telegraph Road
Flat Rock, MI 48134

Tax Parcel No.:
03-006-125-00
File Number:
1014733

This Memorandum of Land Contract entered into on this September 05, 2024, by and between: **Trena K. Miller, a single woman**, whose address is 1630 N Custer, Monroe, MI 48162, hereinafter referred to as "Seller" and **Jimmy Holloway, a single man**, whose address is 29986 W. Huron River Dr., Flat Rock, MI 48134, hereinafter referred to as "Purchaser".

Witnesseth:

The Purchaser and Seller have entered into a Land Contract of even date herewith and they desire to enter into this Memorandum of Land Contract to give record notice of the existence of said Land Contract. In consideration of the premises and other good and valuable consideration, the Seller, acknowledges and agrees that the property described below was sold to the Purchaser on Land Contract of even date:

Land in the Township of Berlin, County of Monroe, State of Michigan, described as follows:

Being a part of the Northwest quarter of Section 6, Town 5 South, Range 10 East described as follows: Commencing 833 feet East and 660 feet South 0 degrees 23 minutes East from the Northwest corner of said Section 6; thence South 89 degrees 50 minutes East 854.30 feet; thence South 23 degrees 57 minutes 15 seconds West 89.16 feet; thence South 67 degrees 43 minutes East 148.47 feet to the West Right-of-Way line of Telegraph Road; thence South 24 degrees 47 minutes West along said Right-of-Way Line 267.32 feet; thence North 65 degrees 54 minutes West 134.20 feet; thence South 24 degrees 35 minutes 20 seconds West 60 feet; thence North 70 degrees 36 minutes 15 seconds West 737.53 feet; thence North 0 degrees 25 minutes 40 seconds West 135.20 feet to the point of beginning.

More commonly known as: **14783 Telegraph Road, Flat Rock, MI 48134**

The purpose of this Memorandum of Land Contract is to give record notice of the existence of the aforesaid Land Contract.

In Witness Whereof, the parties have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first written.



First American Title™

✓

(Attached to and becoming a part of Memorandum of Land Contract dated: September 05, 2024 between Trena K. Miller, a single woman, as Vendor(s) and Jimmy Holloway, a single man, as Vendee(s).)

Seller(s):

Trena K. Miller
Trena

Purchaser(s):

Jimmy Holloway
Jimmy

State of Michigan
County of

Monroe
monroe

The foregoing instrument was acknowledged before me this September 05, 2024 by Trena K. Miller, a single woman and Jimmy Holloway, a single man.

Rachel Lloyd

Notary Public:

Notary County/State: /

County Acting In:

Commission Expires: 10-14-2025



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RECEIVED: 09/26/2024 01:21 PM
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 OFFICIAL SEAL OF
 MONROE COUNTY, MI
 PAGES: 2

QUIT CLAIM DEED

The Grantor(s) **Trena K. Miller** as Trustee of The Austin L. Beason
 Revocable Living Trust, dated July 6, 2000

whose address is 1630 North Custer Road, Monroe, MI 48162

quit-claim(s) to **Trena K. Miller**, a single woman

whose address is 1630 North Custer Road, Monroe, MI 48162

the following described premises situated in the Township of Berlin Charter, County of Monroe, and State of Michigan:

First American Title

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWN 5 SOUTH, RANGE 10 EAST DESCRIBED AS FOLLOWS: COMMENCING 833 FEET EAST AND 660 FEET SOUTH 0 DEGREES 23 MINUTES EAST FROM THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 50 MINUTES EAST 854.30 FEET; THENCE SOUTH 23 DEGREES 57 MINUTES 15 SECONDS WEST 89.16 FEET; THENCE SOUTH 67 DEGREES 43 MINUTES EAST 148.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; THENCE SOUTH 24 DEGREES 47 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE 267.32 FEET; THENCE NORTH 65 DEGREES 54 MINUTES WEST 134.20 FEET; THENCE SOUTH 24 DEGREES 35 MINUTES 20 SECONDS WEST 60 FEET; THENCE NORTH 70 DEGREES 36 MINUTES 15 SECONDS WEST 737.53 FEET; THENCE NORTH 0 DEGREES 25 MINUTES 40 SECONDS WEST 135.20 FEET TO THE POINT OF BEGINNING.

More Commonly Known As: **14783 Telegraph Road, Flat Rock, MI 48134**

Tax Parcel Identification Number: **03-006-125-00**

1014733

(2)

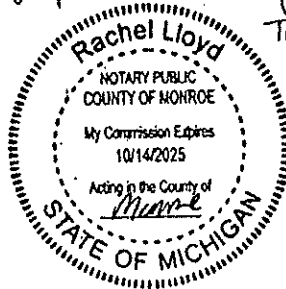
For the sum of one dollar (\$1.00). This transfer is exempt from the Michigan Real Estate County Transfer Tax per MSA 7.456 (5) sec.5(a)-(MCLA 207.505 sec.5(a)-instrument where the value of the consideration is less than \$100.00) and the Michigan Real Estate Transfer Tax per MSA 7.456(26) sec.6(a)-(MCLA)207.526 sec.6(a)-instrument where the value of consideration is less than \$100.00).

Dated this 5 day of September ²⁰²⁴ ~~2025~~ ^(CB)

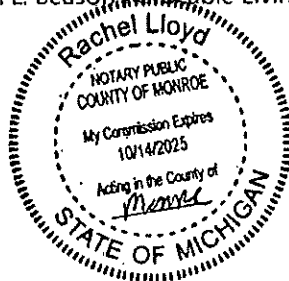
Trena K. Miller

Trena K. Miller, as Trustee of
The Austin L. Beason Revocable Living Trust,
dated July 6, 2000

STATE OF Michigan)
COUNTY OF Monroe)SS



The foregoing instrument was acknowledged before me this 5 day of September ²⁰²⁴, by Trena K. Miller as Trustee of The Austin L. Beason ^{Revocable} Living Trust, dated July 6, 2000.



Rachel Lloyd
Notary Public: _____
Notary Public for: _____
My commission expires: 10-14-2025
Acting In: _____ County _____

When Recorded Return: Trena K. Miller 1630 North Custer Road Monroe, MI 48162	Send Subsequent Tax Bills To: Trena K. Miller 1630 North Custer Road Monroe, MI 48162	Instrument Drafted By: RAYMOND T. ROWE (P 19712) Raymond T. Rowe, P.C. 671 E. Big Beaver., Suite 205 Troy, Michigan 48083 (248) 643-8640 (248) 457-5515 (Fax) ray@Rowe.Law
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Tax Parcel ID # 03-006-125-00

Recording Fee \$30

Transfer Tax: \$0

Page 2 of 2



RECEIVED: 09/26/2024 01:21 PM
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ANNAMARIE OSMENT
OFFICIAL SEAL OF
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Drafted By:
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1630 N Custer
Monroe, MI 48162

Return To:
Jimmy Holloway
14783 Telegraph Road
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In Witness Whereof, the parties have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first written.



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2

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Seller(s):

Trena K. Miller
Trena

Purchaser(s):

Jimmy Holloway
Jimmy

State of Michigan
County of

Monroe
monroe

The foregoing instrument was acknowledged before me this September 05, 2024 by Trena K. Miller, a single woman and Jimmy Holloway, a single man.

Rachel Lloyd

Notary Public:

Notary County/State: /

County Acting In:

Commission Expires: 10-14-2025



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**First American Title Insurance
Company**

15479 South Telegraph Road, Suite C, Monroe, MI 48161 Phone: (734)241-0131 Fax: (866)793-8491

**JIMMY HOLLOWAY
14783 Telegraph Road
Flat Rock, MI 48134**



ORIGINAL OWNERS POLICY LETTER

Enclosed is your Original Owner's Title Insurance Policy insuring the title to the property you recently purchased.

This is a valuable document and should be kept in a secure place. If you should sell this property, you will need to provide the new purchaser with a new Owner's Title Insurance Policy.

Thank you for using First American Title Insurance Company.

File No.: 1014733

Reference: Holloway

Property Address: 14783 Telegraph Road

**ALTA OWNER'S POLICY OF TITLE INSURANCE****TABLE OF CONTENTS**

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ALTA OWNER'S POLICY OF TITLE INSURANCE
Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1.** The Title being vested other than as stated in Schedule A.
- 2.** Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a.** a defect in the Title caused by:
 - i.** forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii.** the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii.** a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv.** a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v.** a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi.** a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii.** a defective judicial or administrative proceeding; or
 - viii.** the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b.** the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c.** the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been

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disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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Owner's Policy of Title Insurance
Michigan - 2021 v. 01.00 (07-01-2021)
File Number: 1014733

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

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5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.
- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

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- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.
- 9. LIMITATION OF LIABILITY**
- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
- i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
- all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.
- 10. REDUCTION OR TERMINATION OF INSURANCE**
- All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.
- 11. LIABILITY NONCUMULATIVE**
- The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.
- 12. PAYMENT OF LOSS**
- When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.
- 13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**
- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

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14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.
The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

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First American Title™

Owner's Policy of Title Insurance
Michigan - 2021 v. 01.00 (07-01-2021)
File Number: 1014733

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 15479 South Telegraph Road, Suite C, Monroe, MI 48161
Phone: (734)241-0131, Fax: (866)793-8491
Issuing Office's ALTA® Registry ID: 0046134
Issuing Office File Number: 1014733
Property Address: 14783 Telegraph Road, Flat Rock, MI 48134

SCHEDULE A

Name and Address of Title Insurance Company:

First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707

Policy Number: 1014733

Amount of Insurance: \$175,000.00

Date of Policy: September 05, 2024

1. The Insured is:

Jimmy Holloway

2. The estate or interest in the Land that is insured by this policy is:

Land Contract Vendee

3. The Title is vested in:

Jimmy Holloway, a single man

4. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Authorized Signatory

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SCHEDULE B

Policy Number: 1014733

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes and assessments not due and payable at Policy Date.
2. Fee Simple interest of Trena K. Miller, a single woman.
3. Terms, Covenants, Conditions and Provisions of a Land Contract made by and between Trena K. Miller, a single woman, as vendor(s), and Jimmy Holloway, as vendee(s), as disclosed by Land Contract dated 9/5/2024.
4. Release of Right of Way in favor of to the People of the State of Michigan and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 256, page 511 and Liber 256, page 512.
5. Terms and Conditions contained in Affidavit of Right-of-Way for Wager & Pink Drain as disclosed by instrument recorded in Instrument No. 2013R27018.
6. Loss or damage arising out of any discrepancy between the legal description of the property as insured and the legal description of the property as assessed on the Monroe County tax rolls.
7. Rights of other riparian owners and to the public trust in and to the waters of the drain crossing subject property .
8. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
9. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.
10. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
11. Lien for outstanding water or sewer charges, if any.

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EXHIBIT A

The Land referred to herein below is situated in the Township of Berlin, County of Monroe, State of Michigan, and is described as follows:

Being a part of the Northwest quarter of Section 6, Town 5 South, Range 10 East described as follows: Commencing 833 feet East and 660 feet South 0 degrees 23 minutes East from the Northwest corner of said Section 6; thence South 89 degrees 50 minutes East 854.30 feet; thence South 23 degrees 57 minutes 15 seconds West 89.16 feet; thence South 67 degrees 43 minutes East 148.47 feet to the West Right-of-Way line of Telegraph Road; thence South 24 degrees 47 minutes West along said Right-of-Way Line 267.32 feet; thence North 65 degrees 54 minutes West 134.20 feet; thence South 24 degrees 35 minutes 20 seconds West 60 feet; thence North 70 degrees 36 minutes 15 seconds West 737.53 feet; thence North 0 degrees 25 minutes 40 seconds West 135.20 feet to the point of beginning.

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AFFIDAVIT

STATE OF MICHIGAN)
) SS
COUNTY OF MONROE)

That Affiant, Trena K. Miller, of Monroe, Michigan, hereby deposes, affirms, and states as follows:

1. That Affiant is competent to testify to the matters contained herein.
2. That Affiant entered into a Land Contract on September 5, 2024, to sell Tax Parcel 03-006-125-00 (hereinafter, the "Parcel"), more commonly known as 14783 Telegraph Road, Flat Rock, MI 48134, to Jimmy Holloway (hereinafter, the "Purchaser"). **See Exhibit A.**

3. That the legal description of the Parcel is as follows:

Land in the Township of Berlin, County of Monroe, State of Michigan, described as follows:

Being a part of the Northwest quarter of Section 6, Town 5 South, Range 10 East described as follows: Commencing 833 feet East and 660 feet South 0 degrees 23 minutes East from the Northwest corner of said Section 6; thence South 89 degrees 50 minutes East 854.30 feet; thence South 23 degrees 57 minutes 15 seconds West 89.16 feet; thence South 67 degrees 43 minutes East 148.47 feet to the West Right-of-Way line of Telegraph Road; thence South 24 degrees 47 minutes West along said Right-of-Way line 267.32 feet; thence North 65 degrees 54 minutes West 134.20 feet; thence South 24 degrees 35 minutes 20 seconds West 60 feet; thence North 70 degrees 36 minutes 15 seconds West 737.53 feet; thence North 0 degrees 25 minutes 40 seconds West 135.20 feet to the point of beginning.

4. That when the parties entered into the Land Contract, the Parcel was and is zoned partially as a residential parcel and partially as a commercial parcel.
5. That Affiant is aware that the Purchaser wishes to apply to Berlin Township to request to change the zoning classification of the Parcel to an Industrial parcel.
6. That Affiant states that the Purchaser has spoken with her about his desire to change the zoning classification and by this Affidavit, Affiant grants her permission and approval for the Purchaser to apply to Berlin Township to change the zoning classification of the Parcel to Industrial and complete his proposed improvements.

7. That should Berlin Township require Affiant to sign any paperwork or documentation approving the reclassification, Affiant will cooperate with the Purchaser and Berlin Township to effect this change.

Further Affiant sayeth naught.


Trena K. Miller, Affiant

Subscribed and sworn to before me
This 12th day of February, 2025.



Billy R. Jeffers, Notary Public
Monroe County, State of Michigan
My commission expires: 07-28-2029

Prepared by:
Billy R. Jeffers (P83914)
Godfroy, Wetzel & Jeffers, PLC
19 E. Front St., Box 587
Monroe, MI 48161
(734) 242-3434

BERLIN 2021 MAPS

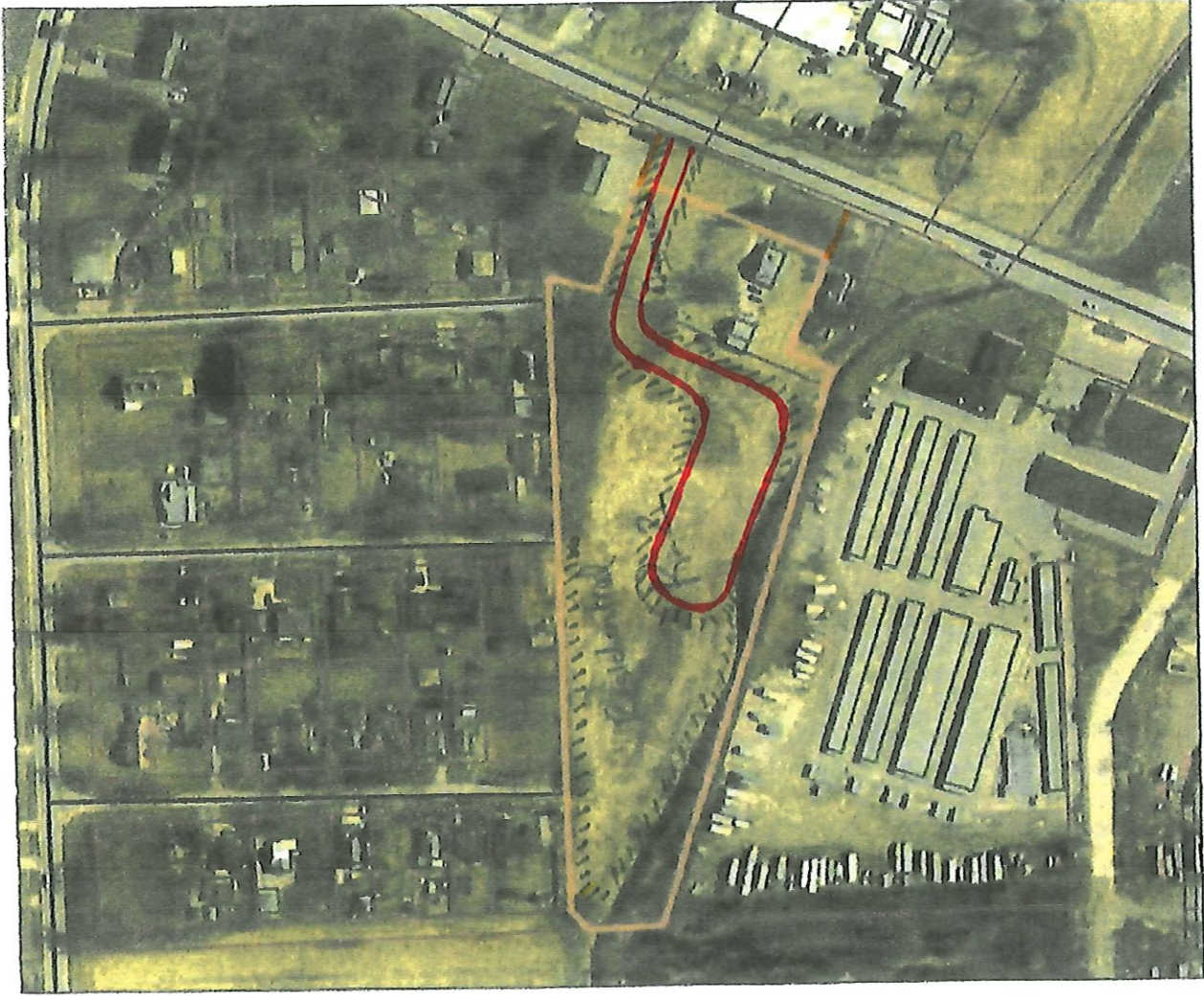


Frontage is Commercial
Rear is Residential
5.650 Acres

BERLIN 2021 MAPS

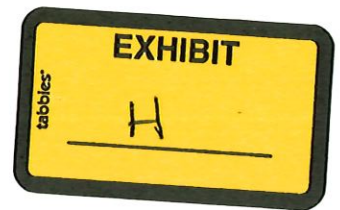
14783 Telegraph
Plans for rezoning to
Industrial use to be
compliant for my truck
and storage of equipment

Orange: Property lines —
Red: Truck Road —
Gray: Trees to be planted in



Frontage is Commercial
Rear is Residential
5.650 Acres





February 11, 2025

Re: 14783 Telegraph Rd Flat Rock, MI 48134 (Berlin Twp)

I wanted to submit my professional opinion on the zoning matter, for the above referenced property.

I have been a licensed, full time Realtor, since March of 1998. In these past 27 years, I have worked in offices in Flat Rock & Trenton, MI. In this time, I have sold residential, commercial & industrial properties.

The above said property is in a very unique area of northern Monroe County and most importantly, on the busiest roads in the entire county. The surrounding neighboring properties consist of residential, commercial, retail, light industrial & industrial.

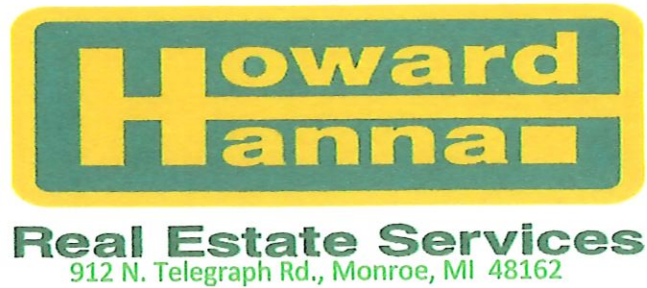
Rezoning the above said property, would not negatively affect the neighboring property values. It would still be conforming to the mixed use that the area currently consists of.

Respectfully,

A handwritten signature in black ink, appearing to read "Brian Russell".

Brian Russell

Premiere Realty Group
734-558-7132 / bkrhomes@provide.net



February 11, 2025

RE: 14783 Telegraph, Flat Rock MI, Rezoning

After researching the surrounding properties, in my professional opinion there would not be a negative impact on surrounding properties. The area can be classified as mixed use, the area is predominately zoned commercial with an industrial property in the general vicinity.

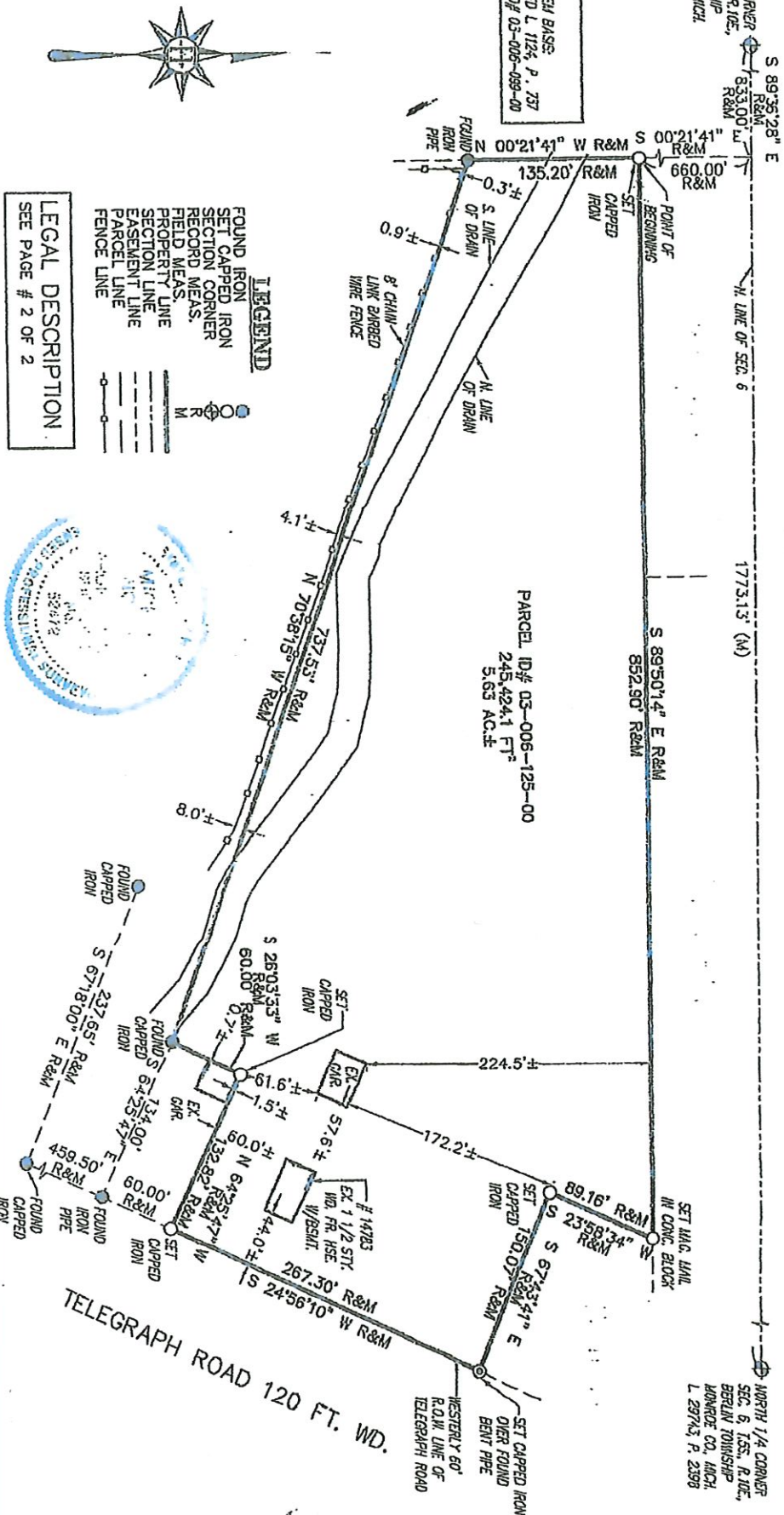
Best regards,
Marlene Woodruff
Certified Listing Specialist
Accredited Buyer Representative
Certified Negotiation Expert
Seniors Real Estate Specialist
Call or Text: 734-735-7665
marlenewoodruff@howardhanna.com

**Make Your Move With Marlene—Buy or Sell With
Confidence!**

NORTHWEST CORNER
SEC. 6, T.5S, R.10E,
BERLIN TOWNSHIP
LAKEVIEW CO., MICH.
1. 4, P. 659

NORTH 1/4 CORNER
SEC. 6, T.5S., R.10E.
BERLIN TOWNSHIP
MONROE CO., MICH.
L 29743, P. 2398

NOTE:
BEARING SYSTEM BASIS:
WARRANTY DEED L 1124, P. 737
FOR PARCEL ID# 03-006-099-00



LEGAL DESCRIPTION
SEE PAGE # 2 OF 2

I, Michael J. Noury, a Professional Surveyor in the State of Michigan do hereby Certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plot hereon is a true representation of the survey as performed, that the error of closure is no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.

Michael J. Noury Professional Surveyor # 52472

HILLARY HAYWOOD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-27-2030
Acting in the County of Monroe