



Lenawee County Planning Commission

Staffed by the Region 2 Planning Commission (R2PC)

120 W. Michigan Avenue • Jackson, MI 49201

Phone (517) 788-4426 • Fax (517) 788-4635

MEETING NOTICE

FOR FURTHER INFORMATION, CONTACT:

Grant E. Bauman

R2PC Principal Planner

(517) 768-6711

gbauman@co.jackson.mi.us

DATE: May 21, 2020

TIME: 6:30 p.m.

PLACE: Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/7528373987?pwd=QzZ1K1dERHlZeUM1WTRJaHA0by8xZz09>

Meeting ID: 752 837 3987

Password: 5Q1QcW

MEETING AGENDA

1. Call to Order and Pledge of Allegiance
2. Public Comment [*3-MINUTE LIMIT*]
3. Approval of Agenda [*ACTION*]
4. Meeting Minutes
- Approval of the Minutes of the April 16, 2020, Meeting [*ACTION*] 3
5. Request(s) for Review, Comment, and Recommendation
 - a. Consideration of Township Zoning Amendment(s) — None
 - b. Consideration of PA 116 Farmland Agreement(s)
 - (1) #20-06 — Raisin Township [*ACTION*] 5
 - c. Consideration of Master Plan(s) — None
6. Other Business
 - a. Old Business — None
 - b. New Business — None
7. Public Comment [*2 MINUTE LIMIT*]
8. Commissioner Comment
9. Adjournment

The next meeting date of the Lenawee County Planning Commission is June 18, 2020

www.region2planning.com/lenawee-county-planning-commission

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MEETING MINUTES

Thursday, April 16, 2020

www.freeconferencecall.com • Dial-in number: (978) 990-5000 • Access code: 834595

Members Present: Mr. Bob Behnke, Education Representative; Ms. Karol (KZ) Bolton, Lenawee County Commission; Mr. Keith Dersham, LCPC Secretary; Ms. Rebecca Liedel, LCPC Chair; Mr. Bruce Nickel; and Mr. Dale Witt

Members Absent: Mr. Ralph Tillotson, Lenawee County Commission

Others Present: Mr. Grant Bauman, LCPC Staff/Recording Secretary; Mr. Mark Griewahn, Madison Charter Township Supervisor; Mr. Martin Marshall, Lenawee County Administrator; Mr. Razann Pedawi; Mr. Evan Priest; and Mr. Harold and Ms. Stacy Wilkes

Item 1 **Call to order.** Due to the unique circumstances of the conference call, Chair Liedel requested that staff moderate the meeting. The meeting was called to order at 6:32 p.m. by Mr. Bauman.

Item 2 **Public comment** — None

Item 3 **Approval of Agenda.** Staff submitted the 04/16/20 meeting agenda for approval, noting the removal of Item #5b(1).

A motion was made by Comm. Bolton, and seconded by Comm. Nickel, to approve the April 16, 2020, meeting agenda as amended. *The motion passed unanimously.*

Item 4 **Approval of Minutes.** Staff submitted the 2/20/20 meeting minutes for approval.

A motion was made by Comm. Behnke, and seconded by Comm. Bolton, to approve the February 20, 2020, meeting minutes as presented. *The motion passed unanimously.*

Item 5 **Request(s) for Review, Comment, and Recommendation**

a. **Consideration of Township Zoning Amendment(s)**

- (1) **#20-04 | Woodstock Township.** Commissioners reviewed the proposed conditional rezoning to 'general industrial (I-1)', from 'general commercial (C-2)', of a property (ID# WD0-107-4100-00) located on US-12 in Section 7 (T5S-R1E) of the Township. The rezoning would allow for the establishment of "skilled trade services including plumbing, electric, heating, printing, and painting". Staff summarized his report advising Commissioners to recommend disapproval of the proposed 'I-1' rezoning of the subject parcel to the Woodstock Township Board for the reasons listed in the staff report. He also advised Commissioners to recommend amending the Zoning Ordinance to allow "skilled trade services..." as a conditional use in the 'C-3' district and rezone the subject property to 'C-3' (see the staff report). The applicants (Harold and Stacy Wilkes) and Commissioners asked a few questions regarding the process for amending the text of the Zoning Ordinance and rezoning the property to 'C-3'. Staff replied that the amendments can go through the process concurrently.

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A motion was made by Comm. Nickel, and seconded by Comm. Witt, to concur with the staff advisement to recommend: (1) disapproval of the proposed 'I-1' rezoning to the Woodstock Township Board and (2) amending the Zoning Ordinance to allow "skilled trade services..." as a conditional use in the 'C-3' district and rezoning the subject property to 'C-3' (see the staff report). *The motion passed unanimously.*

- (2) **#20-05 | Madison Charter Township.** Commissioners reviewed the proposed rezoning to 'multiple family residential (R-4)', from 'mobile home residential (R-5)', of the northern 6.72 acres of the parent property (ID# MDO-114-1450-00) which is located south of US-223 in Section 14 (T5S-R1E) of the Township. The rezoning would allow "a proposed 90 unit senior living facility". Staff summarized his report advising Commissioners to recommend approval of the proposed 'R-4' rezoning of the northern 6.72 acres of the parent parcel to the Madison Charter Township Board (see the staff report).

Comm. Behnke asked if any MSHDA (Michigan State Housing Development Authority) funds will be used to develop the project. He was informed that the project will be funded through the private sector. Comm. Nickel asked about the land split associated with the request. Mr. Griewahn replied that there are no issues. Comm. Dersham declared his concern that there is no direct public road access and wondered if there was a maintenance agreement for the easement. Comm. Liedel asked about the traffic that will be generated by the senior living facility. Mr. Priest replied that most of the traffic will be generated by staff and visitors.

A motion was made by Comm. Bolton, and seconded by Comm. Behnke, to concur with the staff advisement to recommend: approval of the proposed 'R-4' rezoning to the Madison Charter Township Board. *The motion passed by a majority with Comm. Dersham voting no.*

Staff was asked to document Commissioner's concerns regarding the lack of public road access. (see these minutes).

- b. **Consideration of PA 116 Farmland Agreement(s)** — None
- c. **Consideration of Master Plan(s)** — None

Item 6 **Other Business**

a. **Old Business**

2020 LCPC Annual Dinner. Commissioners and staff discussed the annual dinner for 2020 in light of the Covid-19 pandemic. A motion was made by Comm. Behnke, and seconded by Comm. Bolton, to cancel the event for 2020 if social distancing restrictions will not permit such events by the July meeting. *The motion passed unanimously.*

b. **New Business** — None

Item 7 **Public Comment** — None.

Item 8 **Commissioner Comment** — None.

Item 9 **Adjournment.** The meeting was adjourned at 7:45 pm.

Respectfully submitted,



Grant E. Bauman, LCPC Staff & Recording Secretary



Lenawee County Planning Commission

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120 W. Michigan Avenue • Jackson, MI 49201

Phone (517) 788-4426 • Fax (517) 788-4635

PA 116 FARMLAND AGREEMENT | FA #20-05

Applicant(s): Marks Family Trust
1148 N Wellsville Highway
Palmyra, MI 49268

Date: May 21, 2020

Local Government: Raisin Township

Purpose: Enrollment application

Location: The subject property (ID #RA0-136-4300-00) is located in Section 36 of the Township (T6S, R4E) (see Figure 1).

Description: The subject property has an area of approximately 70 acres, with 67 acres cultivated for cash crops. The parcel contains a dwelling, barn, and tool shed. Unknown to the applicants, a previous agreement excluded the buildings. They wish to add them to the current agreement (#46-27651-123135).

Term: N/A.

Future Land Use: The *Lenawee County Comprehensive Land Use Plan* places the subject property in the midst of an area recommended for 'Intensive Agricultural' (see Figure 2).

Staff Comments: The applicants should consider/address various the following errors/omissions included in the application:

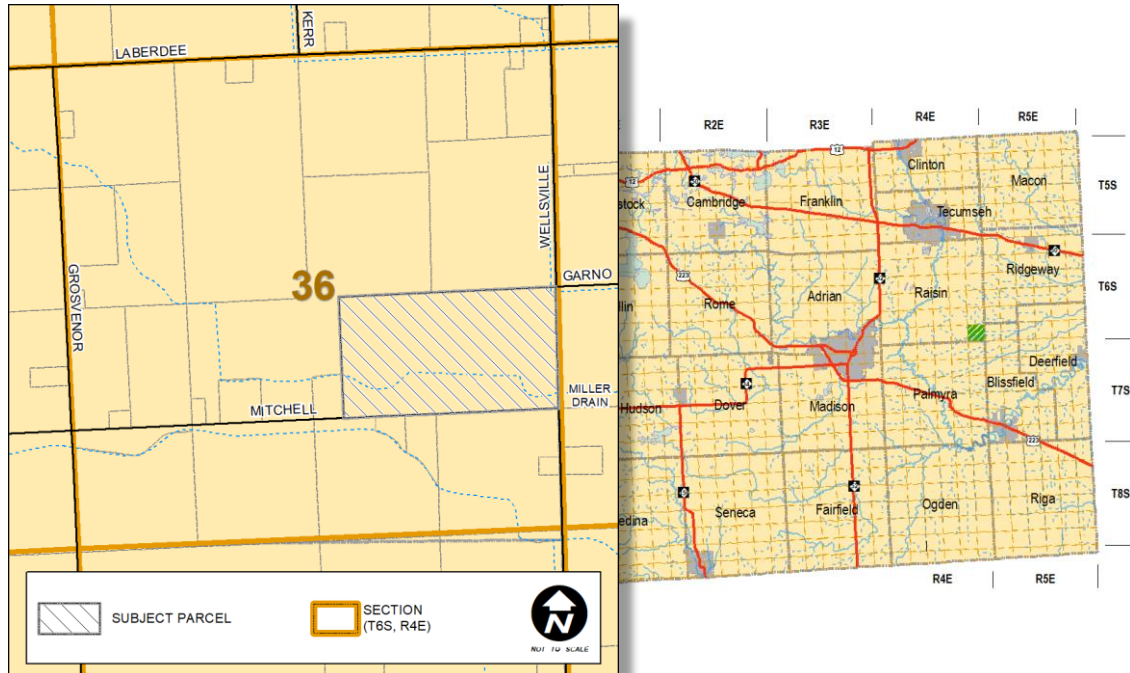
- *Question #1:* the answer to given to Question #1 is John A. and Lora L. Marks while the answer to question #15 is a trust. Consider standardizing the answers.
- *Question #16g:* the LCPC routinely suggests excluding any dwelling (and any associated structures) from an application in case, the applicants sell it separately at some point in the future, saving them from possible financial penalties.
- *Question #17:* no answer is required given that the farm is comprised of more than 40 acres.
- *Question #19:* provide the remaining time for agreement #46-27651-123135.

Staff Advisement: Based upon this analysis, staff advises the Lenawee County Planning Commission to recommend **APPROVAL WITH COMMENTS** of the PA 116 application to the Raisin Township Board, provided the applicant considers the comments/suggestions listed in the staff report.

Attachment(s):

- Background information provided by the applicant/township.

**Figure 1
Location**



**Figure 2
County Future Land Use**

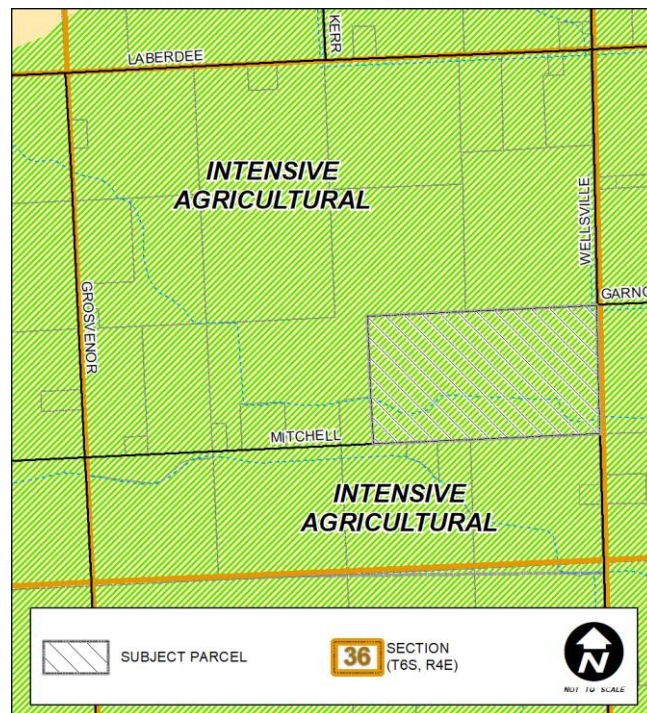


Figure 3a
USDA Aerial Photograph

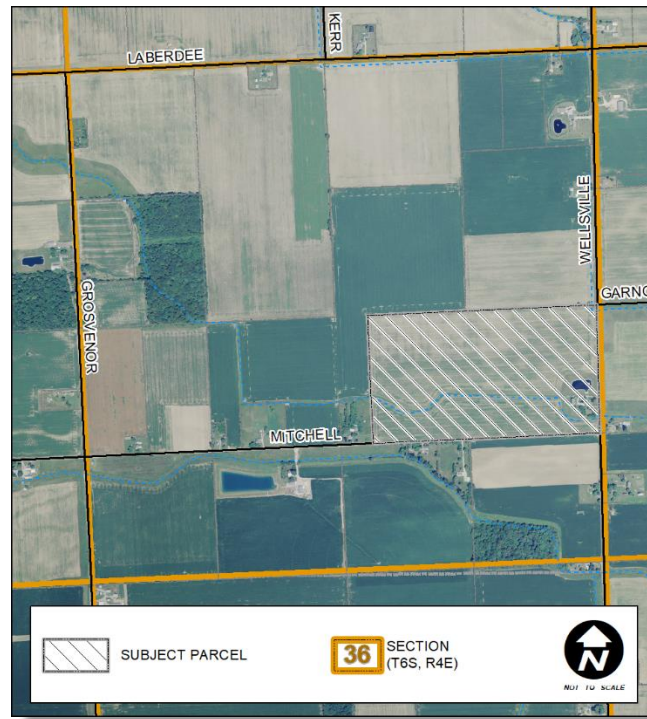


Figure 3b
Google Aerial Photograph



Raisin Charter Township



MAY - 5 2020

*Dale Witt, Supervisor
Christy Low, Clerk
Kami Johnson, Treasurer*

*Tom Hawkins, Trustee
Debra Brousseau, Trustee
Russ Mead, Trustee
Jim Palmer, Trustee*

April 21, 2020

Region 2
Attn: Grant Bauman
Jackson County Tower Bldg
120 W. Michigan Ave
Jackson, MI 49201

Dear Mr. Bauman,

Raisin Charter Township recently received a PA 116 application. I am forwarding a copy of the application for your review and comment. It would be greatly appreciated if your comments would be returned to the township at your earliest convenience to Supervisor Dale Witt or myself.

Thank you,

Christy Low
Raisin Charter Township Clerk

February 6, 2020

To Whom It May Concern:

This farm had the house and buildings excluded from an older agreement from my grandpa that we were not aware of.

We would like the entire property included in the PA 116 agreement, which means adding the house and barns back in.

The legal description should say:

The East 70 acres of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 36, Town 6 South, Range 4 East

Please contact me at 517-403-9010 with questions or concerns.

Sincerely,
John A. Mark

RECEIVED

APR 02 2020

RAISIN TWP.

This is a copy
of the note we sent
to the state.



FARMLAND DEVELOPMENT RIGHTS AGREEMENT (PA 116) TRANSFER REQUEST

Please complete and return with all required documentation to:

MDARD-FARMLAND
PO BOX 30449
LANSING, MI 48909

517-284-5663 Office
517-335-3131 Fax

MDARD-PA116@michigan.gov

Transfers are possible ONLY IF ALL THE LAND COVERED BY THE AGREEMENT is conveyed to the new owner(s); IF NOT or UNSURE, **STOP**. (see SPLITTING FARMLAND DEVELOPMENT RIGHTS AGREEMENTS or EARLY TERMINATION on www.michigan.gov/farmland).

All items must be completed with the REQUIRED DOCUMENTATION attached.

NAME OF PERSON MAKING REQUEST: <u>John Marks</u>		
MAILING ADDRESS: <u>1148 Wellsville Hwy.</u>		
CITY: <u>Palmyra</u>	STATE: <u>MI</u>	ZIP CODE: <u>49268</u>
E-MAIL ADDRESS: <u>HAMITUP@TC3NET.COM</u>		PHONE: <u>(517) 403-9010</u>

REQUIRED DOCUMENTATION: (1) A copy of the complete executed deed or land contract. If more than one ownership transfer of the land covered by the agreement has occurred between the current agreement holders and the current landowners, provide all deeds, land contracts and/or death certificates used for the land transfers/sales; (2) If transfer is due to death, please provide a copy of the death certificate. A copy of deed is required if your name was not listed on the current agreement.

1) Agreement Number: 46 - 27651 - 123135

You may obtain the Agreement number from the seller or a copy of the Agreement from the Register of Deeds of the County the land is located in.

2) Name(s) as appears on current Agreement: John A. Marks Living Trust

List new owner(s) name(s) exactly as it appears on deed or land contract:

3a) FOR INDIVIDUAL(S)

1.	2.
3.	4.

3b) FOR A PARTNERSHIP/LLC/CORPORATION/TRUST

Name of entity exactly as it appears on deed or land contract:

The Marks Family Trust

List all Partners/Members/Officers/Trustees – indicate title after name:

1. <u>John A. Marks, Trustee</u>	2. <u>Lora L. Marks, Trustee</u>
3.	4.

4) NEW OWNER(S) MAILING ADDRESS:

1148 Wellsville Hwy.

CITY: Palmyra

STATE: MI

ZIP CODE: 49268

PHONE#

CELL#

E-MAIL

517-403-9010 HAMITUP@TC3NET.COM

Signature: John A. Marks

Date: 2-6-2020

Landowner/*Representative

*If you are signing on behalf of the landowner, please attach a copy of the legal document granting authority.



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received 4-2-2020

Application No: 040220

State: _____

Date Received _____

Application No: _____

Approved: _____ Rejected _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: Marks John A.
Last First Initial

(If more than two see #15) Marks Lora L
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married ☐ Single

2. Mailing Address: 1148 Wellsville Hwy. Palmyra, MI 49268
Street City State Zip Code

3. Telephone Number: (Area Code) (517) 403-9010 cell

4. Alternative Telephone Number (cell, work, etc.): (Area Code) () _____

5. E-mail address: hamitup@tc3net.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lenawee 7. Township, City or Village: Raisin

8. Section No. 36 Town No. T6S Range No. R4E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):

Name: _____

Address: _____
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date _____

Signature of Land Contract Vendor(s) (Seller) _____

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☒ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: John A. Marks Title: _____

Name: Lora L. Marks Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more —————> complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
☐ c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

Cash Crops

b. Total number of acres on this farm 70

c. Total number of acres being applied for (if different than above): 5

d. Acreage in cultivation: 67

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____

f. All other acres (swamp, woods, etc.): _____

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 3 Residence: 1 Barn: 1 Tool Shed: 1

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ 43,617 : 67 = \$ 651 (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); _____

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

(Signature of Applicant)

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 4-2-2020 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: RAISIN CHARTER TOWNSHIP
☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$_____ is the current fair market value of the real property in this application.

II. Please verify the following:

____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

☒ County or Regional Planning Commission

☒ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

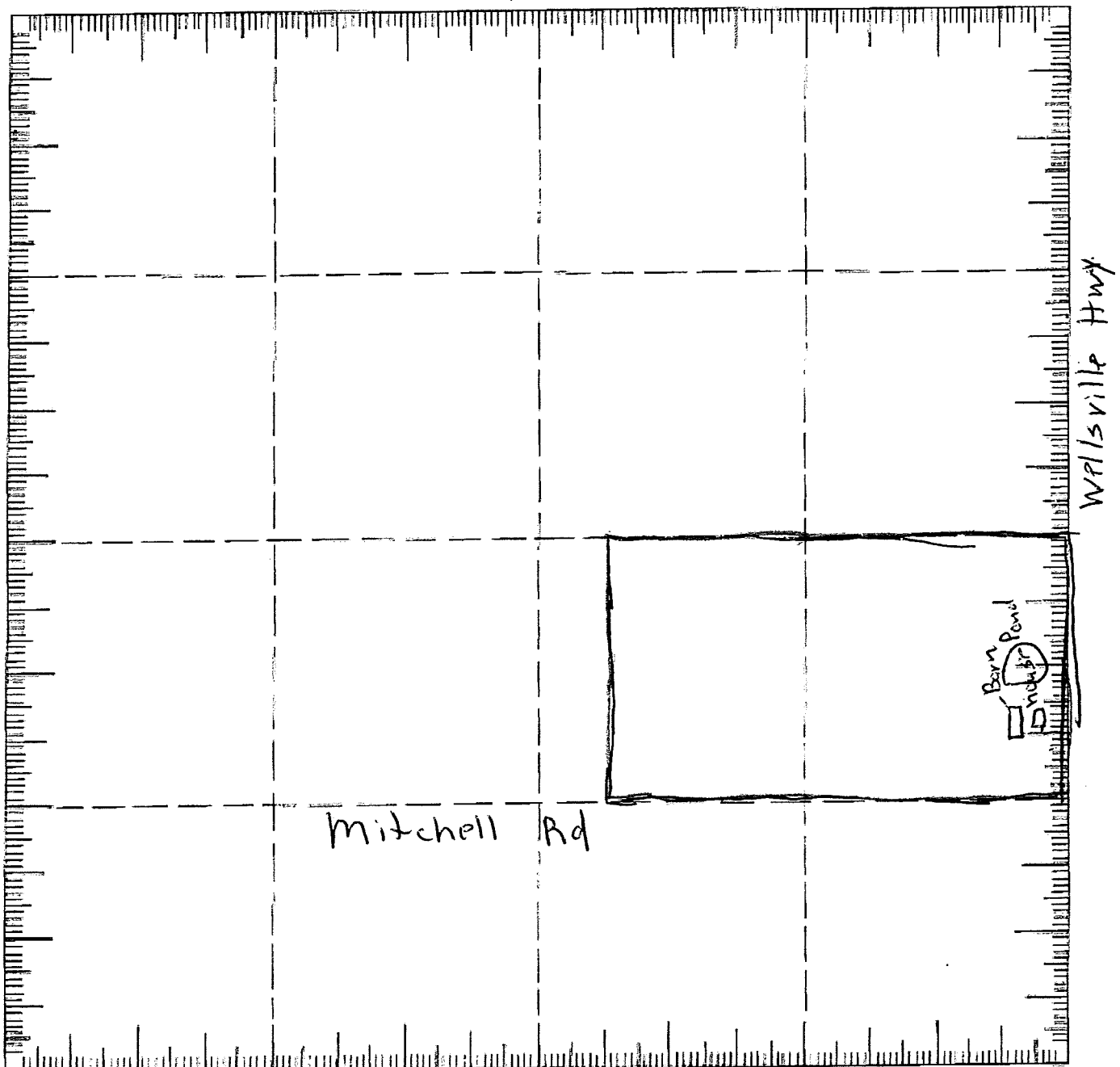
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

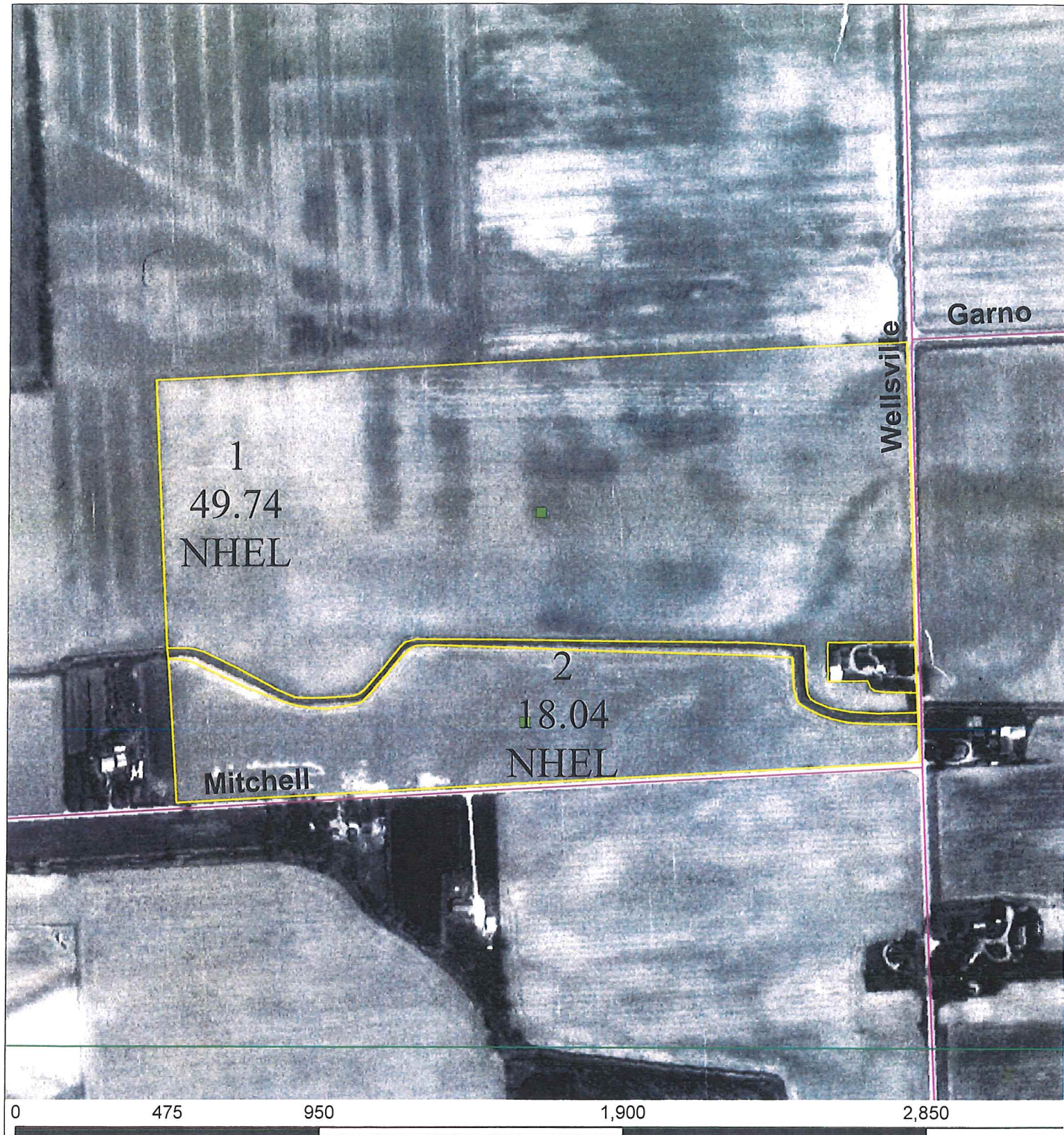
County Lehawpp

Township Raisin

T 6S R 4E Section 36

↑ North





LENAWEE COUNTY FSA
1100 SUTTON RD
ADRIAN MI 49221
517-263-7400

FARM - TRACT
11633 - 3210

USDA PROGRAM PURPOSES ONLY

Mar 31, 2008

clu.SDE.clu_a_mi091

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions
- HEL = Highly Erodible Land
- NHEL = Not Highly Erodible Land



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA 026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

NOTICE OF ASSESSMENT ENCLOSED

RAISIN TOWNSHIP ASSESSOR
CHARTER TOWNSHIP OF RAISIN
301 N MAIN ST
ADRIAN, MI 49221
TEMP-RETURN SERVICE REQUESTED

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:

MARKS FAMILY TRUST
1148 N WELLSVILLE HWY
PALMYRA, MI 49268-9730
03248

NOTICE OF ASSESSMENT, TAXABLE VALUATION AND PROPERTY CLASSIFICATION

THIS IS NOT A TAX BILL

PARCEL IDENTIFICATION

PARCEL CODE NUMBER:

RA0-136-4300-00

PROPERTY ADDRESS:

1148 N WELLSVILLE HWY

PRINCIPAL RESIDENCE EXEMPTION

% Exempt As "Homeowners Principal Residence":

% Exempt As "Qualified Agricultural Property": 100.0000

% Exempt As "MBT Industrial Personal":

% Exempt As "MBT Commercial Personal":

Exempt As "Qualified Forest Property": ☐ Yes ☒ No

Exempt As "Development Property": ☐ Yes ☒ No

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 101 101 Agricultural

PRIOR YEAR'S CLASSIFICATION: 101 101 Agricultural

	PRIOR AMOUNT YEAR: 2019	CURRENT TENTATIVE AMOUNT YEAR: 2020	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE:	171,059	173,520	2,461
2. ASSESSED VALUE:	309,600	317,300	7,700
3. TENTATIVE EQUALIZATION FACTOR: 1.00000			
4. STATE EQUALIZED VALUE (SEV):	309,600	317,300	7,700
5. There Was Not a Transfer of Ownership on this property in 2019.			

The 2020 Inflation Rate Multiplier is: 1.019

March Board of Review Appeal Information:

The Taxable Value, the Assessed Value, the State Equalized Value, the Property Classification, or the Transfer of Ownership may be appealed by filing a protest with the Local Board of Review. Protests are made to the Board of Review by completing a Board of Review Petition Form. A Petition Form may be obtained directly from the local unit or from the State Tax Commission's website at www.michigan.gov/taxes. Click on the "Property Taxes" box, select "Forms and Instructions", then click on "Board of Review" to obtain a "Petition to the Board of Review," Form 618 (L-4035).

AT RAISIN TOWNSHIP HALL 5525 OCCIDENTAL HWY, TECUMSEH, MI BY APPOINTMENT ONLY ON THE FOLLOWING DAYS:

MON MARCH 9TH 9:00 AM TO 12:00 NOON AND 1:30 PM TO 4:30 PM
TUE MARCH 10TH 1:00 PM TO 4:00 PM AND 6:00 PM TO 9:00 PM
WED MARCH 11TH 1:00 PM TO 4:00 PM

PLEASE CALL 517-264-4568 TO SET UP AN APPOINTMENT - APPOINTMENTS WILL BE TAKEN UP UNTIL FRIDAY MARCH 6TH.

BOARD OF REVIEW PROTEST WILL BE ACCEPTED BY MAIL, MUST BE POSTMARKED BY MARCH 5, 2020.

Not less than 14 days before the meeting of the Board of Review, the assessment notice shall be mailed to the property owner.

Property taxes are calculated on the Taxable Value (see line 1 above). The Taxable Value number entered in the "Change from Prior Year to Current Year" column, does not indicate a change in your taxes. This number indicates the change in the Taxable Value.

State Equalized Value is the Assessed Value multiplied by the Equalization Factor, if any. State Equalized Value must approximate 50% of market value.

IF THERE WAS A TRANSFER OF OWNERSHIP on your property in 2019, your 2020 Taxable Value will be the same as your 2020 State Equalized Value.

IF THERE WAS NOT A TRANSFER OF OWNERSHIP on your property in 2019, your 2020 Taxable Value is calculated by multiplying your 2019 Taxable Value by 1.019 (Inflation Rate Multiplier for the current year). Physical changes in your property may also increase or decrease your Taxable Value. Your 2020 Taxable Value cannot be higher than your 2020 State Equalized Value.

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the Board of Review. The denial of an exemption from the local school operating tax for a "homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by the filing of a petition within 35 days of issuance of this notice. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.

Filing a protest with the Board of Review is necessary to protect your right to further appeal valuation and exemption disputes to the Michigan Tax Tribunal and classification appeals to the State Tax Commission. Properties classified Commercial Real, Industrial Real or Developmental Real may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a petition by May 31. Commercial Personal, Industrial Personal, or Utility Personal Property may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a petition by May 31 if a personal property statement was filed with the local unit prior to the commencement of the Board of Review as provided by MCL 211.19, except as otherwise provided by MCL 211.9m, 211.9n and 211.9o. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.

To claim a PRE, complete the "Principal Residence Exemption Affidavit" (Form 2368) and file it with your township or city of the year of the claim. A valid affidavit filed on or before June 1 allows an owner to receive a PRE on the current year summer and winter tax levy and subsequent tax levies so long as it remains the owner's principal residence. A valid affidavit filed after June 1 and on or before November 1 allows an owner to receive a PRE on the current winter tax levy and subsequent tax levies so long as it remains the owner's principal residence.

RCVD PM 3:00 OCT 10 '19 LENAWEE

RCVD PM 2:48 OCT 17 '19 LENAWEE

LIBER 2587 PAGE 0611 1 of 1

STATE OF MICHIGAN - LENAWEE COUNTY
RECORDED 10/17/2019 03:28:50 PM D.QU
Carolyn S. Bater, REGISTER OF DEEDS \$30.00



QUIT CLAIM DEED

This Deed made July 12, 2019

WITNESSETH That, **LORA L. MARKS, TRUSTEE FOR THE LORA L. MARKS TRUST, dated August 14, 1997,**
1148 Wellsville Hwy., Palmyra, MI 49268

IN CONSIDERATION OF ONE DOLLAR (\$1.00) -----

CONVEY AND QUIT CLAIMS TO **THE MARKS FAMILY TRUST**, dated July 11, 2019, 1148 Wellsville Hwy.,
Palmyra, MI 49268

Land and premises in the Township of Raisin Charter, County of Lenawee, State of Michigan:

THE EAST 70 ACRES OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 SOUTH,
RANGE 4 EAST.

LORAL L. MARKS, TRUSTEE FOR THE LORAL L. MARKS TRUST

By Lora L. Marks
Lora L. Marks, Trustee for the Lora L. Marks Trust

STATE OF MICHIGAN)
)§
COUNTY OF LENAWEE)

Dated and signed July 12, 2019 before me, a Notary Public in and for said County, by Lora L. Marks, Trustee
for the Lora L. Marks Trust, who I identified and verified and who acknowledged this instrument to be a free act and
deed.

Mark A. Bruggeman
Mark A. Bruggeman, Notary Public
Lenawee County, Michigan
My Commission Expires: 05/12/2020

THIS INSTRUMENT DRAFTED BY:
BRUGGEMAN LAW OFFICES, P.C.
Mark A. Bruggeman (P66065)
126 East Church Street
Adrian, MI 49221-2780

AFTER RECORDING RETURN TO:
Mark A. Bruggeman
126 East Church Street
Adrian, MI 49221-2780

**This Deed is exempt from County Transfer Tax pursuant to MCL 207.505(a) and
exempt from State Transfer Tax pursuant to MCL 207.526(a).**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT
March 12, 2015

JAMIE CLOVER ADAMS
DIRECTOR

Reply to: MDARD-Farmland
P O Box 30449
LANSING MI 48909

John A. Marks, trustee of John A. Ma
1148 Wellsville Hwy
Palmyra, MI 49268

NOTICE of PA116 AGREEMENT EXPIRATION

Your Farmland Development Rights Agreement(s) listed below, are due to expire on December 31, 2015.

To EXTEND the Agreement(s) please circle the word EXTEND next to the Agreement Number(s) and write in the number of years to extend (minimum of seven, maximum of ninety years). Then sign and date this form and return it to the reply address. If you are extending, we will send you a legal document with the new expiration date to be signed.

To allow the Agreement(s) to EXPIRE, circle the word EXPIRE next to the Agreement Number(s), then sign and date this letter and return it to the reply address. When an Agreement expires there is a required repayment of all tax credits taken during the last seven (7) years of the Agreement. The MICHIGAN DEPARTMENT of TREASURY will calculate the payback amount in mid to late 2016 at which time we will notify you of the amount. If the amount is not paid within 30 days from the date of notification we are required to place a lien on the property formerly covered by the Agreement. If you or any prior owners did not claim tax credits during the last seven years, no lien would be placed against the property.

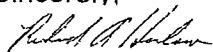
If you no longer own the property described in the Agreement(s) return this letter, along with a copy of the deed to the new owner and the address of the new owner. In all correspondence please refer to your Agreement Number.

PLEASE RETURN AS SOON AS POSSIBLE, NO LATER THAN DECEMBER 31, 2015.

Agreement Number	Section #(s)	Acres (approx.)	EXPIRE or EXTEND	7 to 90 YEAR
46-27651-123115	36	65	EXPIRE EXTEND	

X _____
Your Signature
Date: _____

Sincerely,


Richard A. Harlow, Program Manager
Farmland and Open Space Preservation
Environmental Stewardship Division

(517) 284-5663

FAX (517) 335-3131



LIBER 2587 PAGE 0612 1 of 2

STATE OF MICHIGAN - LENAWEE COUNTY
RECORDED 10/17/2019 03:28:51 PM AF,AG
Carolyn S. Bater, REGISTER OF DEEDS \$30.00



Michigan Department of Treasury
3676 (Rev. 12-18)

This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatory.

Affidavit Attesting Qualified Agricultural Property Shall Remain Qualified Agricultural Property

1. Street Address of Property 1148 Wellsville, Hwy		2. Name of County Lenawee	
3. City/Township/Village Where Real Estate is Located Raisin		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type Legibly) The Marks Family Trust, dated July 11, 2019		5. Property ID Number (from Tax Bill or Assessment Notice) RA0-136-4300-00	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See attached		7. Percentage of this property that is, and will remain Qualified Agricultural Property (Do Not Include Qualified Forest Program Property) 100%	
8. Daytime Telephone Number (517) 403-9010	9. E-mail Address	Partial transfer under MCL 211.27a(6)(K)? See Page 2 <input type="checkbox"/> Yes <input type="checkbox"/> No	

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is, and will remain, qualified agricultural property. Must be signed by owner, partner, corporate officer, or a duly authorized agent.

Dated: 7/12, 20 19

Signed Lora L. Marks

Name (Printed or Type) Lora L Marks

Title Trustee

Dated: 7/12, 20 19

Signed John A. Marks

Name (Printed or Type) John A. Marks

Title Trustee

STATE OF MICHIGAN)
) ss.

COUNTY OF Lenawee

On this 12 day of July, 20 19, the above-named person(s) Lora L. Marks & John A. Marks Trustees, each personally appeared before me. Each acknowledged that the persons' execution of this affidavit was that person's free act and deed and affirmed that the contents of this affidavit are true to the best of that person's information, knowledge and belief.

PRINT/TYPE NAME: Mark A. Bruggeman

NOTARY PUBLIC, Lenawee County, Michigan

Acting in Lenawee County

(NOTARY SEAL)

My commission expires: 05/12/2020

Drafter's Name Bruggeman Law Offices, P.C., Mark A. Bruggeman

Drafter's Address 126 E. Church St, Adrian, MI 49221

FOR LOCAL GOVERNMENT USE ONLY AFTER THE INSTRUMENT IS RECORDED WITH THE REGISTER OF DEEDS

Is the percentage stated above in number 7 the current percentage of the property that is Qualified Agricultural Property? ☐ Yes ☐ No

If NO, what is the correct percentage of the property that is currently Qualified Agricultural Property?

Assessor's Signature

Date

LEGAL DESCRIPTION:

Land and premises in the Township of Raisin Charter, County of Lenawee, State of Michigan:

THE EAST 70 ACRES OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 SOUTH, RANGE 4 EAST.



LIBER 2587 PAGE 0612 2 of 2



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 6 day of March AD, 2017, by and between John A Marks Living Trust hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan: WITNESSETH WHEREAS, the Owner owns real property in the County of Lenawee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: E 35 acres of N 1/2 of SE 1/4 of Sec 36, T6S R4E, EXC S 383 ft of E 569 ft. ALSO W 35 acres of E 70 acres of N 1/2 of SE 1/4 of Section 36, T6S R4E, Raisin Township, Lenawee County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in the Lenawee County Register of Deeds Office in Liber 2367, page(s) 227, on June 17, 2008.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and
WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and

WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. Public access is not permitted on the land unless agreed to by the owner.
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Raisin Township Board.
7. The term of this Agreement shall be for fifty-four (54) years, commencing on the 1st day of January, 1962, and ending on the 31st day of December, 2035.
8. This Agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors,

administrators, successors, trustees and assigns of the parties.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 6 day of March AD. 2017, by and between John A Marks Living Trust hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Lenawee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: E 35 acres of N 1/2 of SE 1/4 of Sec 36, T6S R4E, EXC S 383 ft of E 569 ft. ALSO W 35 acres of E 1/4 of N 1/2 of SE 1/4 of Section 36, T6S R4E, Raisin Township, Lenawee County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in the Lenawee County Register of Deeds Office in Liber 2367, page(s) 227, on June 17, 2008.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and

WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and

WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. Public access is not permitted on the land unless agreed to by the owner.
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Raisin Township Board.
7. The term of this Agreement shall be for fifty-four (54) years, commencing on the 1st day of January, 1982, and ending on the 31st day of December, 2035.
8. This Agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

IN WITNESS THEREOF, the party(ies) have executed this Agreement as of the date above written.

(X) John A. Marks Living Trust
John A Marks, trste. John A Marks Lvg Tst

(X) _____

(X) _____

(X) _____

1145 Wellsville Hwy Palmyra MI 49268

AGREEMENT# 46-27651-123135

82EXTEND15 ljo

2ccs - 2nd page

Prepared by and Return to:
James A. Johnson, Director
Environmental Stewardship Division
Michigan Department of Agriculture & Rural Development
P O Box 30449
Lansing MI 48909-7949

STATE OF MICHIGAN

COUNTY OF Lenawee

On this 6th day of March AD 2017, before me, a Notary Public, personally appeared John A Marks, tste.
John A Marks Lvg Tst to me known to be the same person who executed the foregoing instrument, and who acknowledges the same
to be his/her own free act and deed.

(x) Richard J. Foutier

Notary Public

My Commission Expires: 12-24-2017 Lenawee County, MI acting in Lenawee County, MI

RICHARD J. FOUTIER
Notary Public, Lenawee Co., MI
Acting in Lenawee Co., MI
My Comm. Expires Dec. 24, 2017

STATE OF MICHIGAN

COUNTY OF _____

On this _____ day of _____ AD _____, before me, a Notary Public, personally appeared _____ to me known to be
the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) _____

Notary Public

My Commission Expires: _____ County, MI acting in _____ County, MI

STATE OF MICHIGAN

COUNTY OF _____

On this _____ day of _____ AD _____, before me, a Notary Public, personally appeared _____ to me known to be
the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) _____

Notary Public

My Commission Expires: _____ County, MI acting in _____ County, MI

STATE OF MICHIGAN

COUNTY OF _____

On this _____ day of _____ AD _____, before me, a Notary Public, personally appeared _____ to me known to be
the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) _____

Notary Public

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

State of Michigan
Department of Agriculture and Rural Development

Richard A. Harlow
Richard A. Harlow, Program Manager
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN

COUNTY OF INGHAM

On this MAR 23, 2017 5/21/20 LCPC Agenda Packet AD, before me, a Notary Public in and for said County personally appeared
Richard A. Harlow, Program Manager, to me known to be the same person who executed the foregoing agreement, and who

John A Marks Lvg Tst to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his her own free act and deed.

(x) Richard J. Fournier

My Commission Expires: 12-24-2017

Leemawee County, MI acting in Leemawee County, MI

STATE OF MICHIGAN
COUNTY OF _____

RICHARD J. FOURNIER
Notary Public, Leemawee Co., MI
Acting in Leemawee Co., MI
My Comm. Expires Dec. 24, 2017

On this _____ day of _____ AD _____, before me, a Notary Public, personally appeared _____ to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his her own free act and deed.

(x) _____ Notary Public
County, MI

My Commission Expires: _____

County, MI acting in _____ County, MI

STATE OF MICHIGAN
COUNTY OF _____

On this _____ day of _____ AD _____, before me, a Notary Public, personally appeared _____ to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his her own free act and deed.

(x) _____ Notary Public
County, MI

My Commission Expires: _____

County, MI acting in _____ County, MI

STATE OF MICHIGAN
COUNTY OF _____

On this _____ day of _____ AD _____, before me, a Notary Public, personally appeared _____ to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his her own free act and deed.

(x) _____ Notary Public
County, MI

My Commission Expires: _____

County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

State of Michigan
Department of Agriculture and Rural Development

Richard A. Harlow

Richard A. Harlow, Program Manager
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN
COUNTY OF INGHAM

On this MAR 23 2017 AD, before me, a Notary Public in and for said County personally appeared Richard A. Harlow, Program Manager, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Lexava L. Smith

Lexava L. Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

