



32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538 | OFFICE: (248) 626-9666

[www.franklin.mi.us](http://www.franklin.mi.us)

**HISTORIC DISTRICT COMMISSION  
REGULAR MEETING**

**Wednesday, September 01, 2021, 7:00 P.M**

**The Village of Franklin Historic District Commission will assemble at  
Village Hall (Broughton House), 32325 Franklin Road, Franklin, MI 48025**

**AGENDA**

- I. Meeting Called to Order
- II. Roll Call
- III. Adoption of Agenda
- IV. Adoption of Minutes
  - A. Regular Meeting of August 04, 2021
- V. Public Comments
- VI. New Business
  - A. Consider 31050 Briarcliff Demolition Application
  - B. Consider 32767 Franklin Road Application for Addition
  - C. Consider 32731 Franklin Road Application for Barn Renovation
- VII. Discussion Items
  - A. Report on Historic Study Committee Progress.
- VIII. Adjournment

Posted: August 25, 2021

William Dinnan, Building Official/Historic District Commission Facilitator

**POSTED IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)**

The Village of Franklin will provide necessary, reasonable auxiliary aids and services to individuals with disabilities requiring such services. All requests must be made to the Village Clerk at least five (5) business days before a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Village of Franklin in writing at 32325 Franklin Road, Franklin, MI 48025, or by calling the Village Clerk's Office at (248) 626-9666.

**VILLAGE OF FRANKLIN  
HISTORIC DISTRICT COMMISSION  
REGULAR MEETING  
WEDNESDAY, August 4, 2021, 7:00 P.M.  
The Historic District Commission assembled at  
Village Hall (Broughton House)  
32325 Franklin Road, Franklin, MI 48025**

**I. MEETING CALLED TO ORDER**

The Special Meeting of the Historic District Commission was called to order by Gary Roberts, Chairman at Village Hall (Broughton House) at 7:02 P.M.

**II. ROLL CALL**

Present: Alek Kokoszka, Gary Roberts Alex Stchekine, Jill Wilke and Laura Witty  
Absent: Mike Brassfield and Gayle Timmis

Also Present: Roger Fraser, Village Administrator and Heather Mydloski, Village Clerk

**III. ADOPTION OF AGENDA**

**Motion by Kokoszka, seconded by Witty to adopt the Agenda, as presented.**

**Ayes:** Alek Kokoszka, Gary Roberts Alex Stchekine, Jill Wilke and Laura Witty

**Nays:** None

**Absent:** Mike Brassfield and Gayle Timmis

**Motion carried.**

**IV. ADOPTION OF THE MINUTES**

Roberts requested to amend the minutes to the following:

(Page 3 of 6) ~~**Motion by Witty, seconded by Wilke that the application of demolition at 27281 Ovid Ct. be recommended by the Historic District Commission to the Village Council to be approved with the recommendation that the applicant adhere to the Village of Franklin Tree Preservation Ordinance and to protect any viable tree(s) in good condition finding no intrinsic historical value.**~~

**Motion by Witty, seconded by Wilke for the Historic District Commission, finding no intrinsic historic value, recommend approval of the demolition application at 27281 Ovid Ct. to the Village Council for their consideration; with a recommendation that the applicant adhere to the Village of Franklin Tree Preservation Ordinance and protect any viable tree(s.)**

(Page 4 of 6) ~~Roberts stated that no one wants to go down that path, but if the Historic District Commission at least find out where the path is there could be trouble later.~~

**Motion by Witty, seconded by Wilke to approve the minutes of the Special Meeting of July 14, 2021, as amended.**

**Ayes:** Alek Kokoszka, Gary Roberts, Alex Stchekine, Jill Wilke and Laura Witty

**Nays:** None

**Absent:** Mike Brassfield and Gayle Timmis

**Motion carried.**

**V. PUBLIC COMMENTS**

No public comments.

Roger Fraser informed the Historic District Commission (HDC) the sidewalk installations will be completed by the end of October.

Fraser asked the Commissioners of the possibility of converting the Kreger barn into a usable space for meetings and/or events. In agreement of the idea, the Commissioners responded that the historic aesthetic of the Kreger Barn is paramount, and any upgrades should work around maintaining that.

**VI. NEW BUSINESS**

**A. Consider 32334 Franklin Rd. Fence/Gate Application**

Natalya and Daniel Shub stated they would like to install a 6 ft. black wrought iron fence with an electrical fence to the rear of the property for the safety of her family where her children play in the driveway.

Preemptively, Shub contacted both Police Chief Roberts and Fried Chief Averbuch had neither had concerns. Shub said that Roberts suggested the fence be six (6) ft. high so, it may be visible from the road to motor vehicles approaching the house on the driveway. He was concerned motorist may drive through it as it would be hard to see.

Shub presented to the HDC a video showing two (2) proposed options for the fence and gate. One being simple and one more ornate. In the presentation Michigan State Tree (Dwarf), Eastern White Pines would be planted in front of the fence.

Roberts stated he likes the simpler design and feels the highly ornate gate is inconsistent architecturally with the Shub property and the Historic District in general. He stated the plantings of the Dwarf Eastern White Pines in front of the fence were an excellent choice.

Roberts asked the Commissioners their opinion of the submitted fence designs; and all were in favor of a simpler fence design and the plantings of the Dwarf Eastern White Pines. The Commissioners were also in agreement of the importance of the Shub family's safety.

Shub expressed that a simpler design would be custom and cost more to construct. Stchekine appealed to the simpler design as well, but he empathized with the Shub's as he understood the exorbitant costs associated with a custom design and especially in this economic climate. Roberts asked Shub why the renderings of the gate submitted to the Commissioners were completely different from the ones she was submitting at the meeting. Shub informed the Commissioners that both renderings of the proposed fence were taken from the internet because she was seeking a design that all could agree upon.

Witty and Kokoszka mentioned the importance of a consistent aesthetic for the Shub residence.

Kokoszka praised the house as having a uniquely classic design and in keeping with that design, a simpler fence seemed to be the best choice.

Stating that the fence request was not in violation of any written Village Ordinance, Roberts appealed to the Shub's to consider proceeding with a simpler design for the fence and gate. Roberts was prepared to table the issue until a simpler design could be agreed upon. Roberts also offered the Shub's an opportunity to call a Special Meeting so their installation process would not be unnecessarily delayed.

**Motion by Kokoszka, seconded Wilke by to approve the fence as proposed at 32334 Franklin Rd. with the proposed height with the underlying design being fence option #2 with a straight top which would include removing every other bar so that the fence is more transparent at the bottom.**

**Ayes:** Alek Kokoszka, Gary Roberts, Alex Stchekine, and Jill Wilke

**Nays:** Laura Witty

**Absent:** Mike Brassfield and Gayle Timmis

**Motion carried.**

## **VII. DISCUSSION ITEMS**

Roberts stated he spoke with Amanda Davis, Historic District Commission Facilitator and she stated that a draft report of the Historic Study Committee Report will be ready to be presented to the Village Council at their September 13, 2021, meeting and then submitted to SHPO.

## **VIII. ADJOURNAMENT**

Motion by Roberts to adjourn the meeting. The Meeting was adjourned at 8:19 P.M.

Submitted,  
Connie Folk, Recording Secretary

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Heather Mydloski, Village Clerk

DRAFT



# DEMOLITION APPLICATION

PERMIT PD24-006

DATE STAMP

32325 Franklin Rd • Franklin MI 48025-1199 • Phone (248) 626-9666 • Fax (248) 626-0538

Current market value of project \$ 600,000**SUBMIT CHECKLIST WITH APPLICATION**

<b>I. LOCATION OF EVENT</b>			
Address: <u>31050 Briarcliff</u>			
City/Village: <u>Franklin</u>	Township:	County: <u>MI</u>	Zip Code: <u>48025</u>
Between <u>Telegraph</u>		And <u>Franklin</u>	
<b>II. PARCEL IDENTIFICATION #</b> <u>24-05-352-002</u>			
<b>A. OWNER OR LESSEE</b>			
Name: <u>ES Homes</u>		Telephone No: <u>248-762-0062</u>	
Address: <u>25934 Hersey Vale Dr</u>	City: <u>Franklin</u>	State: <u>MI</u>	Zip Code: <u>48025</u>
<b>B. ARCHITECT OR ENGINEER</b>			
Name: <u>NA Not Designed yet</u>		Telephone No:	
Address:	City:	State:	Zip Code:
License No:	Expiration Date:		
<b>C. CONTRACTOR</b>			
Name: <u>Totten Homes</u>		Telephone No: <u>734-241-0443</u>	
Address: <u>2002 Roseland</u>	City: <u>Royal Oak</u>	State: <u>MI</u>	Zip Code: <u>48078</u>
License No: <u>2101135062</u>	Expiration Date: <u>5-31-2023</u>		
Federal Employer Number or Reason for Exemption: <u>N/A - no employees</u>			
Worker's Comp Insurance Carrier or Reason for Exemption: <u>NA - no employees</u>			
MESC Employer Number or Reason for Exemption: <u>NA - no employees</u> EMAIL:			
<b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>			
<b>A. TYPE OF IMPROVEMENT</b> <u>Complete Demo Home &amp; shed</u>			
<input type="checkbox"/> New Building	<input type="checkbox"/> Addition / Remodel	<input checked="" type="checkbox"/> Demolition	<input type="checkbox"/> Property <input type="checkbox"/> Other
<b>B. REVIEW(s) TO BE PERFORMED</b> <u>Demo inspection</u>			
<input type="checkbox"/> Building / Trades	<input type="checkbox"/> Engineering	<input type="checkbox"/> Arborist	<input type="checkbox"/> Legal <input type="checkbox"/> Other

# **VI. APPLICANT INFORMATION:**

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name: <u>Totten Haines</u>		Telephone No. <u>734 341-1243</u>	
Address: <u>2002 Roseland</u>	City: <u>Royal Oak</u>	State: <u>MI</u>	ZIP: <u>48063</u>
Federal ID no. (if applicable) <u>NA</u>			

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section 23a are subject to civil fines.

Signature of Applicant [Signature]

Print Name Andrew Pace

7-31-2021  
Application Date

## **VII. FOR INTERNAL USE ONLY**

	REQUIRED	APP / REJ	DATE	BY
A ~ BUILDING PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
B ~ CULVERT PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C ~ FENCE PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
D ~ FLOODPLAIN PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
E ~ LANDFILL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
F ~ SOIL EROSION PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G ~ TREE REMOVAL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
H ~ WETLANDS PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
I ~ HISTORIC DISTRICT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
J ~ ZONING BOARD **	<input type="checkbox"/> Yes <input type="checkbox"/> No			

\*\* Zoning District \_\_\_\_\_ Required Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_  
Proposed Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

## **VIII. VALIDATION**

DATE STAMP

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

### DEMOLITION APPLICATION CHECKLIST

- ☒ Completed Permit Application
- ☒ \$250 Application Fee (non-refundable) ) by 23rd
- ☒ \$5,000 Deposit/Bond
- ☒ Proof of Ownership (ex: Copy of current Title Insurance Policy or commitment showing all parties in the subject parcel)
- ☒ Signature of all parties in interest, including mortgagee(s), indicating approval of the proposed demolition or removal
- ☒ N/A Letter from current Mortgage company(s) approving request for proposed demolition or removal
- ☒ 25 copies of exact description of proposed demolition or removal – to include:
  - ☒ Site plan or Survey of Property indicating location of structure(s) to be demolished or removed
  - ☒ Photographs showing front, rear and side views of all existing structures located on the property to be affected by the demolition or removal
  - ☒ N/A Map depicting any historical or natural resources which may be disturbed, including the location of all trees to be removed or requiring protection
  - ☒ Names, addresses and copy of current licenses of all Contractors
  - ☒ List of vehicles and all other equipment to be utilized during the demolition and removal
  - ☐ Traffic Routes for vehicles and equipment
  - ☐ Minutes of Historic District Commission  
[ a separate study and \$400 fee may be required by the Commission ]
- ☒ Completed Tree Removal / Replacement Plan or Signed Tree Waiver
- ☐ Review by Village Attorney for accuracy and completeness
- ☒ Such further information as the Building Official or Council may require
- ☒ \$1,000,000 Insurance Certificate listing Village of Franklin as additional insured ) by 23rd

letter from Jenico  
no liens  
copy of E&J LLC

\_\_\_ Notice of Retirement of Services from all utilities

\_\_\_ Detroit Edison / electric

X Consumers Energy

N/A SBC Ameritech / telephone services

N/A Comcast Cable Services

\_\_\_ Well abandonment – Oakland County Health Department Environmental Services — *using same*

\_\_\_ Septic abandonment – Oakland County Health Department Environmental Services  
(tank pumped, crushed and filled with sand) OR *Pump out day of demo*

N/A Pressure Sewer abandoned per Oakland County Drain Commission

Permit fee shall be determined by the following formula:

1. Per structure, up to 1,000 square feet of floor area .....\$150
2. Each additional 1,000 square feet of floor area .....\$25

Where documents are reviewed or inspections are performed by outside consultants, the applicant shall be responsible for 100% of fees PLUS a 10% administrative fee.



# TREE APPLICATION

INSPECTIONS ..... (248) 626-1601

PERMIT # T -

DATE STAMP

32325 Franklin Rd • Franklin MI 48025-1199 • Phone (248) 626-9666 • Fax (248) 626-0538

The undersigned hereby applies for a permit to (describe project)

Not Planning on Disturbing any trees

Current market value of project \$ 600,000

**SUBMIT CHECKLIST WITH APPLICATION**

<b>I. LOCATION OF PROJECT</b>		Historic District? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Zoning District <u>R1</u>
Address: <u>31050 Bridgcliff</u>			
City/Village: <u>Franklin</u>	Township:	County: <u>Oakland</u>	Zip Code: <u>48025</u>
Between <u>Telegraph</u>		And <u>Franklin</u>	
<b>II. PARCEL IDENTIFICATION #</b> <u>24-05-352-002</u>			
<b>A. OWNER OR LESSEE</b>			
Name: <u>E &amp; J Homes</u>		Telephone No: <u>248-762-0062</u>	
Address: <u>25934 Hersquale Dr</u>	City: <u>Franklin</u>	State: <u>MI</u>	Zip Code: <u>48025</u>
<b>B. ARCHITECT OR ENGINEER</b>			
Name: <u>N/A</u>		Telephone No:	
Address: <u>Not Designed yet</u>	City:	State:	Zip Code:
License No:		Expiration Date:	
<b>C. CONTRACTOR</b>			
Name: <u>Totten Homes</u>		Telephone No: <u>734-341-1243</u>	
Address: <u>2002 Roseland</u>	City: <u>Royal Oak</u>	State: <u>MI</u>	Zip Code: <u>48073</u>
License No: <u>2101135062</u>		Expiration Date: <u>5-31-2023</u>	
Federal Employer Number or Reason for Exemption: <u>N/A NO EMPLOYEES</u>			
Worker's Comp Insurance Carrier or Reason for Exemption: <u>" " "</u>			
MESC Employer Number or Reason for Exemption: <u>" " "</u>			
<b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>			
<b>A. TYPE OF IMPROVEMENT</b> <u>Complete Demo of Home &amp; Shed</u>			
<input type="checkbox"/> New Building	<input type="checkbox"/> Addition / Remodel	<input checked="" type="checkbox"/> Demolition	<input type="checkbox"/> Property <input type="checkbox"/> Other
<b>B. REVIEW(s) TO BE PERFORMED</b> <u>Demo Inspection</u>			
<input type="checkbox"/> Building / Trades	<input type="checkbox"/> Engineering	<input type="checkbox"/> Arborist	<input type="checkbox"/> Legal <input type="checkbox"/> Other

# VI. APPLICANT INFORMATION:

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name: <u>Amanda Totten</u>		Telephone No. <u>734-341-1243</u>	
Address: <u>2002 Roselond</u>	City: <u>Royal Oak</u>	State: <u>MI</u>	ZIP: <u>48073</u>
Federal ID no. (if applicable) <u>N/A</u>		email address:	

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section 23a are subject to civil fines.

Signature of Applicant [Signature] Print Name Amanda Totten Application Date 7-31-2021

## VII. FOR INTERNAL USE ONLY

	REQUIRED	APP / REJ	DATE	BY
A ~ BUILDING PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
B ~ CULVERT PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C ~ FENCE PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
D ~ FLOODPLAIN PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
E ~ LANDFILL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
F ~ SOIL EROSION PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G ~ TREE REMOVAL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
H ~ WETLANDS PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
I ~ HISTORIC DISTRICT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
J ~ ZONING BOARD **	<input type="checkbox"/> Yes <input type="checkbox"/> No			

\*\* Zoning District \_\_\_\_\_ Required Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_  
Proposed Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

## VIII. VALIDATION

## DATE STAMP

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

## **TREE REMOVAL / REPLACEMENT APPLICATION CHECKLIST**

- Application Fee **\$100** (non-refundable)  
Permit Fee- The application fee shall be credited to approved permit fee of \$175 (permit to include final inspection)

- Performance Bond to be held for one year after project completion equal to:
  - Replacement Protected Trees - \$450 per Tree
  - Protected trees intended to be saved - \$450 per three inch caliper
  - Replacement Heritage trees - \$450 per three inch caliper

### **TWO (2) COPIES OF EACH OF THE FOLLOWING MUST BE SUBMITTED**

- Site Plan and/or Tree Location Survey that includes the following:
  - Location of Structures and Improvements – existing and proposed utilities, driveways, walks, drains, swales, wetlands, watercourses, ponds and other significant topographical, manmade or natural features. (Temporary or Permanent)
  - Setbacks and Easements– location of all required setbacks, existing and proposed easements.
  - Identify existing topography and proposed grade changes.
  - Written explanation of how proposed grading may affect Protected Trees.
  - Identify the building envelope and an additional ten (10) feet outside the building envelope.
- Identification of surveyor, arborist, or landscape architect
- Complete Tree Inventory Survey Form (provided)
- Protected Tree Identification (To be shown on plans)
  - Protected trees within adjoining ROW, trees within twenty-five (25) feet of property line, trees affected by construction.
  - Designation of Protected Trees to remain with the method of protection and location of fencing.
  - Designation of Protected Trees to be removed.
- **Cost estimate and detailed plan for required replacement**

**The applicant shall be responsible for 100% of all consultant fees incurred by the Village PLUS a 10% administrative fee**

**TREE REMOVAL / REPLACEMENT WAIVER  
CONSTRUCTION**

Minimum Field Inspector Fee \$44.00

Address 31050 Briarcliff Franklin MI  
Sidwell # 24-05-352-002 Permit # \_\_\_\_\_

The project at the above-referenced address does not require a Tree Removal / Replacement Permit from the Village of Franklin. Further, throughout the course of construction at the above-referenced address, no trees will be affected by the project. Any regulated trees will be protected before any work on the site can begin, and protection measures shall be maintained throughout the course of the demolition project.

Applicant  Date 7-31-2021  
Signature

\*\*\*\*\*  
**Acceptance of Waiver**

Arborist \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Waiver Acceptance

Field Inspector \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Waiver Acceptance

Administrator \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Waiver Acceptance

Village of Franklin  
Building Department  
32325 Franklin Road  
Franklin, Mi 48025  
August 11<sup>th</sup> 2021

Re: Demo application for 31050 Briarcliff

To Whom it may concern,

Please be aware that Totten Homes have requested demo clearance letters and has paid applicable fees to Consumers Energy and DTE for disconnects. AT&T/ SBC was on site on 8-11 to remove their line but states they do not supply clearance letters.

We will pump and crush the septic tank at time of demolition of the above address. We understand that this work cannot be completed before a demo permit is issued.

Thank you

Totten Homes

I, Janice Ross the owner of E & J Homes and 31050 Briarcliff Franklin Mi, give my permission to Andrew Race of Totten Homes to pull a demolition permit for purposes of full demolition at the above mentioned address.

I understand and except the fact that Totten Homes will be completely demolishing the home and the detached shed

Janice Ross

A handwritten signature in cursive script that reads "Jan Ross". The signature is written in black ink and is positioned below the printed name "Janice Ross".

ADDRESS	
31050 BRIARCLIFF RD FKLN GRET SVC	
PROJECT TITLE	
31050 BRIARCLIFF RD	
DESIGN NUMBER	AS-BUILT NUMBER
11280772	
CONSTRUCTION MEASURE NUMBER	
100006431499	
NOTIFICATION NUMBER	
1058317590	
ORDER TYPE	ORDER NUMBER
GRET	
MAINTENANCE ACTIVITY TYPE	
SVC	
METER ORDER NUMBER	METER NUMBER
RMV MTR 38895287	
READ	METER LOCATION
<input type="checkbox"/> SET	<input checked="" type="checkbox"/> REMOVE <input type="checkbox"/> EXCHANGE
DESIGNED BY	DATE
BMGREENA	07/26/21

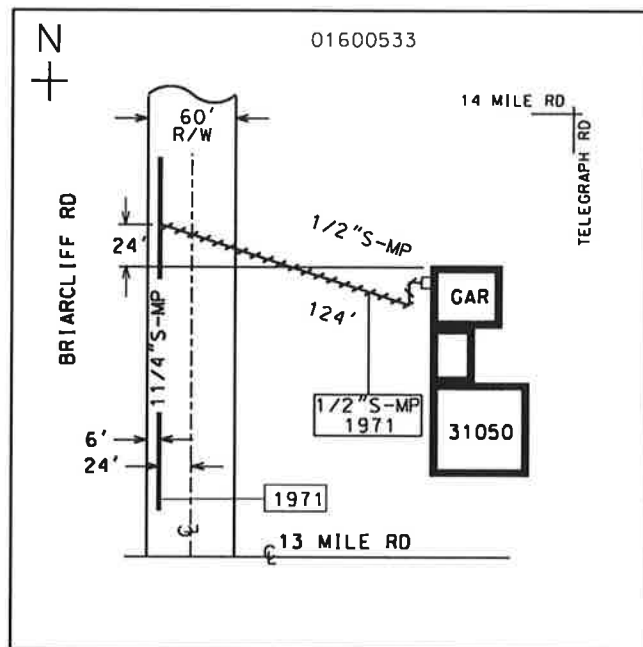
**Consumers Energy**

A CMS Energy Company SERVICE

SERVICE COORDINATOR: DEONDRA E. HALE-KING 248-497-5854

TECHNICIAN: BRIAN M. GREENAWAY 586-994-3998

CONTACTS: ANDY RACE 2485212442



**CAUTION!!!**

CE PIPE LINE MUST BE STAKED PRIOR TO CONSTRUCTION AND HAND-EXPOSED WHEN BEING CROSSED. EXACT DEPTH TO BE DETERMINED AT TIME OF CONSTRUCTION.

**CAUTION!**

TRANSMISSION PIPELINE IN AREA.

PIPELINE OWNER: CE  
PIPELINE OWNER CONTACT INFO:  
NAME: KEVIN  
ADDRESS:  
PHONE: 9895164108  
SPECIAL NOTES:

## RULES AND REGULATIONS GOVERNING DEMOLITIONS IN THE VILLAGE OF FRANKLIN

1. Completed demolition application, including \$250 application fee.
2. Review of demolition application by Historic District Commission and Village Building Official, with recommendation to Village Council.
3. Notice of Retirement of Services must be on file with Building Department:
  - DTE Energy OR other electrical service
  - Consumers Energy OR receipt for pump and removal of oil tank
  - SBC Ameritech OR other land-based phone system
  - Comcast Cable Services
  - Tree Removal / Replacement Permit OR Waiver
  - Oakland County Health Department – cap / abandon well
  - Sanitary System
    - cap ODCD pressure system OR
    - pump and crush septic
4. A bond shall be posted in the amount of five thousand dollars (\$5,000). The permit fee shall be determined by the lineal feet in width and depth of the project.
5. Contractor is required to carry adequate insurance coverage and name the Village of Franklin as Additional Insured. Certificate of Insurance must indicate whether contractor has Worker's Compensation for his employees. Contractor is required to indemnify the Village and hold it harmless from any possible liability.
6. Valid State Builder's License is required for all demolitions.
7. Demolition permit must be issued within ten (10) days of Council approval.
8. Demolition shall be completed within thirty (30) days from the date of the issuance of the demolition permit.
9. The contractor shall be responsible for maintaining the Village public right-of-way in an acceptable condition. If the public right-of-way is damaged during demolition, the contractor is responsible for the repair or replacement. Adequate protection to pedestrian and vehicular traffic is required during demolition.
10. Buildings and foundations shall be removed completely. Fill shall be kept free of wood, debris and any combustibles. Top six (6) inches of fill shall be a good grade of black topsoil.
11. Final grade to be as level as possible, proper means being provided to prevent run-off of surface water from flowing onto the adjacent properties. Demolition site will be seeded with grass seed after topsoil has been graded. A mild "starter" fertilizer will be applied no sooner than one week after seeding.

**The Membership Interests represented hereby have been acquired for investment; have not been registered under the Securities Act of 1933, as amended ("Securities Act") or the securities laws of any other state; and have been issued pursuant to claims of exemption from the registration provisions of the Securities Act and the securities acts of those states in which Membership Interests are offered. The sale, transfer or assignment of the Membership Interests covered by this Agreement is further subject to restrictions contained in this Agreement and Membership Interests covered by this Agreement may not be sold, transferred, or signed except to the extent permitted by, and in accordance with, the provisions of this Agreement.**

## **OPERATING AGREEMENT**

**OF**

**E & J HOMES 2, LLC**

A Michigan Limited Liability Company

THIS OPERATING AGREEMENT OF E & J HOMES 2, LLC ("Operating Agreement" or "Agreement"), dated as of June 2, 2021 (the "Effective Date"), is executed and agreed to by the Manager and the Members (as defined below).

### **RECITALS:**

A. On June 2, 2021, E & J Homes 2, LLC (the "Company") was formed by the filing of Articles of Organization with the State of Michigan Department of Licensing and Regulatory Affairs.

B. The Managers and the Members wish to set forth their respective rights, responsibilities and duties.

Now, Therefore, the Members and the Managers hereby agree as follows:

### **ARTICLE 1 DEFINITIONS**

"Act" means the Michigan Limited Liability Company Act, as amended and any successor statute, as amended from time to time.

"Adjusted Capital Account" means the capital account maintained for each Member as of the end of each fiscal year of the Company after giving effect to the following adjustments:

(a) Increased by (i) any amounts which the Member is deemed obligated to restore under the standards set forth in Treas. Reg. Sec. 1.704-1(b)(2)(ii)(c), (ii) such Member's share of

partnership minimum gain within the meaning of Treas. Reg. Sec. 1.704-2(g)(1) and (iii) such Member's share of partner nonrecourse debt minimum gain within the meaning of Treas. Reg. Sec. 1.704-2(i)(5); and

(b) Decreased by:

(i) All losses and deductions that, as of the end of the applicable fiscal year, are reasonably expected to be allocated to the Member in years subsequent to the applicable fiscal year under Code Secs. 704(e)(2) and 706(d) and under Treas. Reg. Sec. 1.751-1(b)(ii); and

(ii) Distributions that are reasonably expected to be made to the applicable Member to the extent that such distributions exceed offsetting increases in the applicable Member's Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made. Notwithstanding anything to the contrary contained herein, an Adjusted Capital Account shall be determined in accordance with Treas. Reg. Sec. 1.704-1(b)(2)(ii)(d).

"Adjusted Capital Contribution" means the total amount of capital contributed by a Member to the Company (in cash or otherwise, as determined from time to time), adjusted as follows:

(a) Increased by the amount of any Company liabilities which, in connection with distributions pursuant to Paragraph 4.01(a), are assumed by such Member or are secured by any Company Assets distributed to such Member; and

(b) Reduced by the amount of cash and the fair market value (as determined by the Managers) of any Company Assets distributed to such Member pursuant to Paragraph 4.01(a) and 11.03 and the amount of any liabilities of such Member assumed by the Company.

(c) In the event any Person transfers all or any portion of his Interest, the transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred Interest.

"Affiliate" of another Person means: (a) any entity or individual that directly or indirectly controls or holds the power to vote 10% or more of the outstanding voting securities of the Person in question; (b) any Person 10% or more of whose voting securities are directly or indirectly owned, controlled or held with power to vote, by such other Person; (c) any Person directly or indirectly controlling, controlled by, or under common control with such other Person; (d) any officer, director or partner of such other Person; and (e) if such other Person is an officer, director or partner, any company for which such Person acts in any such capacity.

"Articles of Organization" or "Articles" means the Articles of Organization filed for the Company in accordance with the Act.

"Bankruptcy" means, with respect to any Member, (i) an assignment for the benefit of creditors; (ii) a voluntary petition in bankruptcy; (iii) adjudication as a bankrupt or insolvent; (iv)

the filing of a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, regulation or law; (v) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature; (vi) seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Member's properties or of all or any substantial part of the Member's properties; or (vii) the involuntary appointment of a receiver which is not dismissed within 60 days.

"Book Value" means, with respect to any Company Asset, the adjusted tax basis of such Company Assets, except as follows:

(a) The Book Value of a Company Assets shall again be adjusted to equal its fair market value, as reasonably determined by the Members, upon the happening of either of the following events: (i) a change in the Members' Sharing Ratios under Paragraph 3.02(b) by reason of the contribution of additional capital by some, but not all, of the Members and (ii) the issuance of Membership Interests to third parties in exchange for Capital Contributions from them; provided, however, that such adjustment to the Book Value shall be made only if the Managers determine, in their sole and absolute discretion, that such adjustment is necessary or appropriate to reflect the change in the Members' economic interests in the Company; and

(b) The Book Value of the Company Asset (as adjusted pursuant to clause (a)) shall be reduced by the depreciation taken into account with respect to Company Assets in computing Profit or Loss (rather than by any depreciation taken into account with respect to Company Assets for Federal income tax purposes).

In the event that the Book Value of the Company Assets is adjusted pursuant to clause (a) above, the Members' Capital Accounts shall be simultaneously adjusted in the same (aggregate) amount as though the Company recognized a gain or loss in such amount.

"Capital Contributions" means the total amount of capital contributed by a Member to the Company, as determined from time to time.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Company" means E & J Homes 2, LLC, a Michigan limited liability company.

"Company Assets" means all properties, assets and rights of any type owned by the Company.

"Effective Date" means the date set forth in the Introductory Paragraph to this Agreement.

"Fields" means Elizabeth Fields, a Member and Manager of the Company.

"Majority Interest" means one or more Members holding more than 50% of the aggregate Membership Interests in the Company based on their Sharing Ratios.

"Manager" means any Person named herein as an initial manager of the Company and any Person designated as provided in Paragraph 6.04 hereof, or as elected as a Manager of the Company as provided in this Operating Agreement, but does not include any Person who has ceased to be a Manager of the Company. As of the date hereof, and until such time as they are unable to serve, the Managers are Ross and Fields.

"Member" means each Person, including the Managers, who acquires a Membership Interest pursuant to this Operating Agreement and each Person hereafter admitted to the Company as a Member as provided in this Operating Agreement. The Members and their respective Interests are set forth on attached and incorporated Exhibit "A".

"Membership Interest" or "Interest" means the membership interest or interest of a Member in the Company, including the right to any and all benefits to which such Member may be entitled in accordance with this Operating Agreement and the Act, and the obligations as provided in this Operating Agreement and the Act.

"Net Cash Receipts" means the gross cash proceeds from the operation of the Company's business less the portion thereof used to establish reasonable reserves for or to pay Company expenses, debt payments (including any loans made by the Managers to the Company made pursuant to Paragraph 3.04 or otherwise), and capital expenditures. "Net Cash Receipts" shall not be reduced by depreciation, cost recovery, amortization or similar noncash deductions, and shall be increased by any reduction of reserves previously established by the Managers.

"Operating Agreement" or "Agreement" has the meaning set forth in the introductory paragraph.

"Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.

"Profit" and "Loss" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such year, determined in accordance with Code Sec. 703(a) (including all items required to be stated separately) with the following adjustments:

(a) Any tax-exempt income described in Section 705(a)(1)(B) of the Code shall be added;

(b) Any expenditures of the Company described in Code Sec. 705(a)(2)(B) (including expenditures treated as such pursuant to Treas. Reg. Sec. 1.704-1(b)(2)(iv)(i)) shall be subtracted;

(c) The depreciation or other cost recovery deduction taken into account for such fiscal year or other period with respect to the Company Assets shall be, in lieu of the depreciation or cost recovery deduction taken into account in computing such taxable income or

loss, an amount which bears the same ratio to the Book Value of the Company Assets at the beginning of such fiscal year or other period as the depreciation or cost recovery deduction taken into account in computing such taxable income or loss bears to the adjusted tax basis of the Company Assets at the beginning of such fiscal year or other period, in accordance with Treas. Reg. Sec. 1.704-1(b)(2)(iv)(g)(3);

(d) Any gain or loss realized by the Company on the sale or other disposition of the Company Assets shall be determined by reference to the Company Assets' Book Value, notwithstanding that their Book Value may differ from their adjusted basis for Federal income tax purposes; and

(e) Any items which are specially allocated pursuant to Paragraph 4.02(b) or (c), or which are allocated solely for tax purposes pursuant to Paragraph 4.03, shall not be taken into account in computing Profit or Loss.

"Representative" means the legally appointed guardian of a mentally incapacitated Member, the conservator of a mentally incapacitated Member's assets or the legally appointed and qualified executor or personal representative of the estate of a deceased Member. In the event no such guardian, conservator, executor or personal representative is appointed, then the Representative shall mean the spouse of such incapacitated or deceased Member, or if such Member does not have a spouse or the spouse is not then living or is unable or unwilling to act, such Member's then living lineal descendants who are willing and capable of acting, one at a time in descending order of age but in no event younger than 21 years of age or, if none, such Member's then-living lineal ancestors who are willing and capable of acting, one at a time and in ascending order of age.

"Ross" means Janice Ross, a Member and Manager of the Company.

"Sharing Ratio" means the percentage of Membership Interests of the Members as set forth on Exhibit "A".

"Transfer" means, with respect to an Interest, a sale, assignment, gift or any other disposition or transfer of ownership, whether voluntary, involuntary or by operation of law.

"Treasury Regulations," "Treas. Reg." or "Reg." means the income tax regulations promulgated under the Code as amended from time to time (including corresponding provisions of succeeding regulations).

## **ARTICLE 2 ORGANIZATION**

Paragraph 2.01 Formation. The Company has been organized as a Michigan limited liability company under and pursuant to the Act. The rights and obligations of the Members shall be as set forth in the Act except as this Operating Agreement expressly provides otherwise, in accordance with the Act.

The existence of the Company as a separate legal entity shall continue until cancellation of the Articles of Organization as provided in the Act.

Paragraph 2.02 Name. The name of the Company is "E & J Homes 2, LLC". All Company business shall be conducted in that name or such other name the Managers may select from time to time and which is in compliance with all applicable laws.

Paragraph 2.03 Registered Office, Registered Agent and Principal Office. The registered office of the Company in Michigan shall be the office of the registered agent as set forth in the Articles, 121 W. Long Lake Road, Suite 200, Bloomfield Hills, Michigan 48304 or at such offices as the Managers may designate from time to time in a manner provided by law. The Company shall maintain such records at the principal office as required by the Act.

Paragraph 2.04 Purposes. The purpose of the Company is to acquire single family residential dwellings for the purpose of rehabilitating and renovating such dwellings and thereafter selling such dwellings. The Company shall further be empowered to do any and all things necessary, convenient, or incidental to the foregoing.

Paragraph 2.05 Term. The Company commenced as of the date of filing of the Articles and shall continue in existence until such time as may be determined in accordance with the terms of this Operating Agreement.

Paragraph 2.06 Recapitalization, Acquisitions, Restructuring and Mergers. The Company may participate in or be a party to any recapitalization, acquisition, restructuring or merger in accordance with and as allowed by the Act.

Paragraph 2.07 Entity Declaration. The Company shall not be a general partnership, a limited partnership or a joint venture, and no Member or Manager shall be considered a partner or joint venturer of or with any other Member or Manager, for any purposes other than for federal and state tax purposes, and this Operating Agreement shall not be construed otherwise.

### **ARTICLE 3**

#### **CAPITAL CONTRIBUTIONS, LOANS AND CAPITAL ACCOUNTS**

Paragraph 3.01 Required Capital Contributions. The Members shall contribute the capital set forth opposite their name on Exhibit "A" hereto.

Paragraph 3.02 Additional Capital Contributions. If the Managers determine that the Company requires additional Capital Contributions, the Members shall contribute such capital in such amounts and in such manner as they deem appropriate. It is understood that the loans to be made by Ross pursuant to Paragraph 3.04 shall be used strictly to fund property acquisitions and renovation expenses. All additional expenses of the Company, to the extent not otherwise funded by Company revenues, shall be funded by Capital Contributions of the Members.

Paragraph 3.03 Return of Capital Contributions. Except as expressly provided herein, no Member shall be entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unpaid Capital

Contribution is not a liability of the Company or of any Member or Manager and therefore, neither the Company, any Member or Manager or any third party may institute any legal action to require a Member to pay an unpaid Capital Contribution.

Paragraph 3.04 Loans by Ross. It is contemplated that Ross will provide loan financing to the Company to acquire single family homes and fund renovation costs. No such loan shall be utilized to fund operating expenses of the Company other than for property acquisition and renovation costs. Any such loans shall be made at an interest rate equal to 1% over the short-term applicable federal rate as such rate shall change from time to time. All such loans shall be repaid prior to distributions under Paragraph 4.01.

Paragraph 3.05 Capital Accounts. A separate Capital Account shall be maintained for each Member in accordance with Reg. Sec. 1.704-1(b)(2)(iv). In accordance therewith, each Member's Capital Account shall equal such Member's initial Capital Contribution to the Company, adjusted as follows:

(a) such Member's Capital Account shall be credited with: (i) all subsequent Capital Contributions of such Member to the Company; (ii) such Member's share of the Company's Profits; (iii) any items of income or gain specially allocated to such Member under Paragraph 4.02 below, and (iv) the amount of any liabilities of the Company assumed by such Member; and

(b) such Member's Capital Account shall be debited for: (i) distributions to such Member (made to such Member in his capacity as a Member); (ii) such Member's share of the Company's Losses; (iii) any items of expense or loss specially allocated to such Member under Paragraph 4.02 below; and (iv) the amount of any liabilities of such Member assumed by the Company.

Paragraph 3.06 Capital Accounts Upon Sale or Transfer of Membership Interests. Upon the sale or Transfer of a Membership Interest, the Capital Account of the selling or transferring Member will be transferred to the transferee on a pro rata basis.

Paragraph 3.07 Form of Distribution. If a Member is entitled to receive a distribution, including, but not limited to, any return of a Capital Contribution in accordance with this Operating Agreement, the Member shall not have the right to receive anything but cash. Distributions may, however, be made in the form of cash, property, or partially in cash and partially in property, as determined by the Managers.

## **ARTICLE 4**

### **ALLOCATIONS AND DISTRIBUTIONS**

Paragraph 4.01 Cash Distributions. Distributions of Net Cash Receipts, if any, shall be distributed by the Managers in the following order and priority:

(a) First, to the Members in an amount equal to their Adjusted Capital Contributions, provided, however, that distributions under this subparagraph shall be made first solely to the Member with the greater Adjusted Capital Contribution balance

until all Adjusted Capital Contribution balances are equalized, thereafter distributions shall be made on an equal basis until the Adjusted Capital Contribution balance of all Members are reduced to zero.

(b) Thereafter, the balance to the Members in accordance with their Sharing Ratios.

(c) The provisions of Paragraph 4.01 are subject to the provisions of Paragraph 11.03 of this Agreement.

Paragraph 4.02 Allocations of Profits.

(a) After giving effect to the allocations set forth in Paragraphs 4.02(b) and 4.02(c) below, Profit or Loss for any fiscal year shall be allocated among the Members so that, at the end of such year, the Capital Account of each Member is, as nearly as possible, positive in the amount that the Company would distribute to such Member if the Company were to distribute any surplus (positive balance) in Total Capital among the Members in accordance with Paragraph 4.01(b) as though such Total Capital were liquidation proceeds; provided, however, that no Loss or item of expense or loss shall be allocated to any Member for any fiscal year to the extent that such allocation would create or increase a deficit in such Member's Adjusted Capital Account. At any time the Capital Accounts of all Members are at or below zero, all Losses shall be allocated to the Members in accordance with their Sharing Ratios.

(b) After giving effect to the allocations set forth in Paragraph 4.02(c) below, items of gross income and gain shall be allocated to each Member in an amount and manner sufficient to eliminate, as quickly as possible, any deficit in such Member's Adjusted Capital Account to the extent that such deficit is created or increased by any unexpected adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4)-(6) of the Treasury Regulations. This Paragraph 4.02(b) and the provisions of Paragraph 4.02(a) are intended to comply with the "alternate test for economic effect" in Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(c) If, for a fiscal year, there is an increase in the amount by which any liability of the Company exceeds the Company Assets which are subject to such liability (as determined under Section 1.704-2(d)(2)(ii) of the Treasury Regulations), such that there is a net increase in "partnership minimum gain" or "partner nonrecourse debt minimum gain" of the Company, then (i) any "nonrecourse deductions" related to an increase in "partnership minimum gain" for such year shall be allocated among the Members pro rata, based upon their Sharing Ratios, and (ii) any "partner nonrecourse deductions" related to an increase in "partner nonrecourse debt minimum gain" shall be allocated to the Member who bears the economic risk of loss with respect to the liability to which such "partner nonrecourse deductions" are attributable. If, for any fiscal year, there is a decrease in the amount by which any liability of the Company exceeds the Company Assets subject to such liability (as determined under Section 1.704-2(d)(2)(ii) of the Treasury Regulations), then (i) each Member shall be specially allocated gross income in the amount of such Member's share of any net decrease in "partnership minimum gain" in accordance with Section 1.704-2(f) of the Regulations and (ii) each Member shall be specially

allocated gross income in the amount of such Member's share of any net decrease in "partner nonrecourse debt minimum gain" in accordance with Section 1.704-2(i)(4) of the Regulations. For purposes of applying the provisions of Paragraphs 4.02(a) and 4.02(b) in any year at the end of which there is "partnership minimum gain" or "partner nonrecourse debt minimum gain" of the Company, (i) each Member's Capital Account and Adjusted Capital Account shall be increased by the sum of such Member's "share of partnership minimum gain" and "partner nonrecourse debt minimum gain" and (ii) Total Capital shall be increased by the sum of "partnership minimum gain" and "partnership nonrecourse debt minimum gain".

(d) For purposes of this Paragraph 4.02:

(i) "Total Capital" at the end of any year means the total amount of capital (i.e., the Book Values of Company Assets minus the Company's liabilities) appearing on the Company's balance sheet (taking into account Profit, Loss and all items of income, gain, expense or loss for such year).

(ii) All terms set off in quotation marks and not otherwise defined shall have the meanings ascribed to them in Section 1.704-2 of the Regulations.

(e) It is intended that the amount to be distributed to a Member pursuant to Paragraph 11.03 of this Agreement shall equal the amount such Member would receive if liquidation proceeds were instead distributed in accordance with Paragraph 4.01(b) (disregarding Paragraph 4.01(c)) of this Agreement. This intended distribution amount for a Member is referred to as such Member's "Targeted Distribution Amount". Notwithstanding any preceding provision to the contrary in this Paragraph 4.02, if upon a termination and liquidation of the Company, any Member's ending Capital Account balance immediately prior to the distributions to be made pursuant to Paragraph 11.03 of this Agreement would otherwise be less than such Member's "Targeted Distribution Amount", then, to the extent amended tax returns can be filed for prior fiscal years of the Company, such Member shall be specially allocated items of income or gain for such prior years, and items of loss or deduction for such prior years shall be allocated away from such Member to the other Members, until Profit or Loss for the year(s) of termination and liquidation of the Company can be allocated so as to cause such Member's actual Capital Account balance to equal the Targeted Distribution Amount for such Member (and such Profit or Loss shall be so allocated).

Paragraph 4.03 Allocations Solely for Tax Purposes.

(a) Income, gain, loss and deduction with respect to the Company Assets shall, for Federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted tax basis and the Book Value of the Company Assets under the principles of Section 704(c) of the Code. The parties agree that the so-called "traditional method without curative allocations" shall be used to reconcile the difference between the adjusted tax basis and Book Value of the Company Assets.

(b) In the event an election is made under either Section 108(b)(5), Section 108(c) or Section 754 of the Code in accordance with Paragraph 10.04 herein:

(i) Any change in the amount of the depreciation deducted by the Company and any change in the gain or loss of the Company, for Federal income tax purposes, resulting from any such election shall be allocated entirely to the Member making such election in the case of Section 108 of the Code, and to the transferee of the Membership Interest or portion thereof so transferred in the case of Section 754 of the Code; provided, however, that neither the Capital Contribution obligations of, nor the Interest of, nor the amount of any cash distributions to, the Members shall be affected as a result of such election, and except as provided in Regulations Section 1.704-1(b)(2)(iv)(m), the making of such election shall have no effect except for Federal and (if applicable) state and local income tax purposes.

(ii) Solely for Federal and (if applicable) state and local income tax purposes and not for the purpose of maintaining the Members' Capital Accounts (except as provided in Regulation Section 1.704-1(b)(2)(iv)(m)), the Company shall keep a written record for each asset, the basis of which is adjusted as a result of any such election, and the amount at which the asset is carried on such record shall be debited (in the case of an increase in basis) or credited (in the case of a decrease in basis) by the amount of such basis adjustment. Any change in the amount of depreciation deducted by the Company and any change in the gain or loss of the Company, for Federal and (if applicable) state and local income tax purposes, attributable to the basis adjustment made as a result of such election shall be debited or credited, as the case may be, on such record. All costs incurred by the Company in connection with an election under Section 108 or Section 754 of the Code shall be paid by the Person requesting such election or any transferee of such Person, or by the Company, as applicable.

Paragraph 4.04 Allocations Concerning Transferred Interests. Unless the Code requires otherwise, any Profits or Losses allocable to a Membership Interest which has been transferred during any year shall be allocated among the Persons who were holders of such Membership Interest during such year by taking into account their varying interests during such taxable year in accordance with Code Sec. 706(d) and using any convention permitted by law and selected by the Managers.

Paragraph 4.05 Limitation on Distributions. The Company shall not make any distribution to a Member to the extent that at the time of the distribution, after giving effect to the distribution, the Company would not be able to pay its debts as they become due in the usual course of business or the fair market value of the Company's total assets would be less than the sum of its total liabilities. Any Member who knowingly receives a distribution in violation of the previous sentence shall be liable to the Company for the amount of the distribution. A Member who receives a distribution in violation of the first sentence of this Paragraph 4.05 and who did not know of the violation at the time of the distribution shall not be liable for the amount of the distribution.

## **ARTICLE 5**

### **MEMBERSHIP; DISPOSITIONS OF INTERESTS**

Paragraph 5.01 Restriction on Transfer of Membership Interests. Each of the Members hereby acknowledge and agree that they have entered into this Agreement in reliance on a continued participation of each Member in the activities of the Company. As a result, the Members hereby agree that no Member shall sell, assign, transfer, exchange, mortgage, pledge, hypothecate or otherwise dispose of any Membership Interest except in strict accordance with the provisions of this Article 5. The Members hereby agree that a breach of the provisions of this Article 5 would cause irreparable injury and that money damages would be inadequate to provide a full remedy. Any transfer by a Member shall require the consent of the other Member.

Paragraph 5.02 Transfer Upon Death or Disability. In the event of the death of a Manager or the disability of a Manager such that the Manager is no longer able to serve, the personal representative or trustee of the estate of the deceased Manager or the personal representative of the disabled Manager shall succeed as Manager. Upon the death or disability of any Member, such deceased or disabled Member's Membership Interest shall be converted to a non-voting Membership Interest. In addition, the Company and/or the remaining Member shall have the option to proceed to liquidate the Company in accordance with Article 11.

Paragraph 5.03 Liability to Third Parties. No Member or Manager shall, by virtue of her status as a Member or her ownership of an Interest, be liable for the debts, obligations or liabilities of the Company, including but not limited to a judgment decree or order of a court.

Paragraph 5.04 Withdrawal. Except to the extent otherwise required by the Act or as otherwise provided herein, a Member does not have the right to withdraw from the Company as a Member and agrees not to do so.

Paragraph 5.05 Lack of Authority. No Member (other than the Managers or an officer appointed by the Managers) has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company.

Paragraph 5.06 Involuntary Transfers. Notwithstanding the foregoing, the Company may, at its option, elect to redeem the Membership Interest of a Member in the event of a Bankruptcy. Such redemption shall be paid at fair market value.

## **ARTICLE 6**

### **POWERS AND DUTIES OF THE MANAGERS**

Paragraph 6.01 Management of Company. The Managers shall have the exclusive right to manage the Company's business. Accordingly, except as otherwise limited herein and under applicable law, the Managers shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company. No contract, obligation or liability of any kind or type can be entered into on behalf of the Company by any Member other than an existing Manager of the Company. The Managers may take all actions which shall be necessary or appropriate to

accomplish the Company's purposes in accordance with the terms of this Operating Agreement. In all cases, the Managers shall act on a unanimous basis including, but not limited to, all matters set forth in Paragraph 6.02.

Paragraph 6.02 Specific Rights and Powers of the Managers. In addition to the rights and powers which it may have in accordance with Paragraph 6.01, and except as otherwise specifically limited under applicable law, the Managers shall have all specific rights and powers required for the management of the business of the Company including, without limitation, the right to do the following:

(a) Acquire any other real or personal property which may be necessary or appropriate to accomplish the purposes of the Company;

(b) Operate the Company and lease, sell, transfer, assign, convey, or otherwise dispose of or deal with all or any part of any Company Assets;

(c) Incur any debt for Company purposes and mortgage or pledge any Company Assets to secure or provide for the repayment of such loans; to obtain replacements of any mortgage or mortgages in whole or in part; and prepay, refinance, recast, modify, extend or consolidate any mortgage affecting Company Assets;

(d) Incur all reasonable expenditures and pay all obligations of the Company;

(e) Execute any and all contracts, agreements, documents or instruments of any kind which the Managers may deem necessary or appropriate for carrying out the purposes of the Company, including, without limitation, leases, subleases, easements, deeds, notes, mortgages and other agreements, documents or instruments of any kind or character or amendments of any such documents or instruments;

(f) Acquire and maintain any contract of insurance which the Managers deems necessary or advisable and covering such risks as are appropriate in the discretion of the Managers including, without limitation, insurance policies insuring the Company and the Managers against liability, and for the conservation, protection or preservation of Company Assets;

(f) Employ, engage, or retain and dismiss any Person (including the Managers or any Member, as well as any Affiliate of a Manager or Member) as an employee, agent, independent contractor, advisor, attorney or accountant, or in such other capacities as the Managers may deem necessary;

(h) Supervise the preparation and filing of all federal, state and local tax returns and make tax elections on behalf of the Company; and

(i) Perform any and all other acts or activities necessary or incidental to the operation of the Company.

Paragraph 6.03 Obligations of the Members.

(a) Fields shall be responsible for identifying potential single family residential dwellings to be acquired and shall handle all issues regarding the acquisition of such dwellings including, but not limited to, obtaining appropriate title insurance from reputable title companies preapproved by the Managers. Notwithstanding the foregoing, the decision to acquire any dwelling shall be approved by both Managers. In addition, Fields shall oversee all day to day operations of the Company including, but not limited to, accounting, marketing, leasing, and "back office" operations. As part of such obligations, Fields shall provide office and accounting personnel on an as needed basis to the Company. The provider of such services shall be compensated for the use of such personnel at an agreed upon hourly basis as determined by the Managers, it being understood that no employees of Fields shall be retained without the consent of both Managers. Fields will assure that all payments to contractors and subcontractors will be paid over sworn statements and lien waivers will be obtained in accordance with the Michigan Construction Lien Act.

(b) Forty five (45) days prior to the commencement of each calendar year commencing calendar year 2019, Fields shall establish a budget for the ensuing calendar year which budget will set forth the anticipated revenues and operating expenses of the Company. Such budget shall be approved by both Managers. During the term of each budget year, the Company shall not incur any capital expenditures either (i) outside the ordinary course of business; or (ii) in excess of or not otherwise expressly provided for in a specific line item of the Company's current budget without the consent of both Managers provided, however, Fields shall have the ability to increase any line item by up to 10% so long as the total budget is not increased.

Paragraph 6.04 Manager Vacancies. In the event that a Manager is, for any reason, unable to serve as Manager, the remaining Manager shall serve as sole Manager of the Company. In the event that neither of the Managers is able to serve as Manager, the Company shall be liquidated in accordance with Article 11.

Paragraph 6.05 Conflicts of Interest. The Managers need not devote full time to the Company's business, but shall devote such time as she, in her discretion, deems necessary to manage the Company's affairs in an efficient manner. Subject to the other express provisions of this Operating Agreement, each Manager, Member and officer of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ventures in competition with the Company, with no obligation to offer to the Company or any other Member, Manager or officer the right to participate therein. The Company may transact business with any Manager, Member, officer or Affiliate thereof provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties. Notwithstanding the foregoing, each Manager will not acquire homes on her own behalf or on behalf of any third party in the geographic area targeted by the Company without the consent of the other Manager.

Paragraph 6.06 Agents. The Managers may designate one or more individuals as agents of the Company. No agent or authorized person need be a Manager or Member. Each agent or authorized person shall have the authority and shall perform the duties as designated by the Managers. Vacancies may be filled or new offices created and filled by resolution of the Managers. Any agent or authorized person elected or appointed by the Managers may be removed by the Managers whenever in his judgment the best interests of the Company would be served; provided, however, such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Paragraph 6.07 Deadlock Provisions. In the event the Managers cannot in good faith reach agreement on any issue, Ross may elect to dissolve the Company in accordance with Article 11. Notwithstanding the foregoing, if the parties cannot agree on the disposition of a particular single family residential dwelling, the decision of Ross shall control.

## **ARTICLE 7 INTENTIONALLY LEFT BLANK**

## **ARTICLE 8 LIABILITY AND INDEMNIFICATION**

Paragraph 8.01 Liability. Neither the Managers nor any affiliate of the Managers or their respective partners, officers, members, shareholders, directors, counsel, and employees (each, "Indemnified Party") shall be liable, responsible, or accountable for damages or otherwise, to any Member or to the Company for any omission or any act performed by the Managers or any Affiliate, within the scope of the authority conferred on the Managers by this Operating Agreement except for fraud, gross negligence, an intentional breach of this Operating Agreement, or as otherwise required by the Act.

Paragraph 8.02 Indemnification. The Company shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless each Indemnified Party against any losses, claims, damages or liabilities to which such Indemnified Party may become subject in connection with any matter arising out of or in connection with this Agreement or the Company's business or affairs, except for any such loss, claim, damage or liability primarily attributable to such Indemnified Party's gross negligence, willful misconduct or fraud. If an Indemnified Party becomes involved in any capacity in any action, proceeding or investigation in connection with any matter arising out of or in connection with this Agreement or the Company's business or affairs, the Company shall reimburse such Indemnified Party for its legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith; provided that such Indemnified Party shall promptly repay to the Company the amount of any such reimbursed expenses paid to it if it shall ultimately be determined that the Indemnified Party was not entitled to be indemnified by the Company in connection with such action, proceeding or investigation.

Notwithstanding anything else contained in the Agreement, the obligations of the Company under this Paragraph 8.02 shall:

- (i) be in addition to any liability which the Company may otherwise have;
- (ii) inure to the benefit of the Managers and their Affiliates and any successors, assigns, heirs and personal representatives of such persons; and
- (iii) survive the termination of this Agreement.

Paragraph 8.03 Exclusive Jurisdiction. To the fullest extent permitted by applicable law, each of the Members hereby agrees that any claim, action or proceeding by any Member seeking any relief whatsoever against the Managers based on, arising out of or in connection with this Agreement or the Company's business or affairs shall be brought only in Oakland County Circuit Court or the Federal Court for the Eastern District of Michigan located in Detroit Michigan and not in any other State or Federal court in the United States of America or any court in any other country.

Each Member acknowledges that, in the event of any breach of this provision, the Managers have no adequate remedy at law and shall be entitled to injunctive relief to enforce the terms of this Paragraph.

## **ARTICLE 9 AMENDMENTS**

This Operating Agreement may be amended or modified from time to time by a written instrument adopted and approved by the Managers.

## **ARTICLE 10 BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS**

Paragraph 10.01 Maintenance of Books and Records.

(a) The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members at the registered office of the Company. In addition, the Company shall maintain the following at its registered office:

- (i) A current list of the full name and last known address of each Member and Manager, separately identifying the Members in alphabetical order and the Managers in alphabetical order;
- (ii) A copy of the filed Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (iii) Copies of the Company's federal, state and local income tax returns and reports and financial statements, if any, for the three (3) most recent years; and

(iv) Copies of this Operating Agreement and any amendments hereto.

(b) Each Member agrees that:

(i) The books and records of the Company contain confidential information relating to the Company and its affairs; and

(ii) Except for information otherwise required to be provided or made available to Members pursuant to this Agreement or the Act, the Managers may, to the maximum extent permitted by applicable law, keep confidential from the Members any information or disclosure which the Managers reasonably believe is adverse to the interests of the Company or to which the Company or the Managers are required by law, agreement or otherwise to keep confidential.

Records kept pursuant to this Paragraph 10.01 are subject to inspection and copying at the reasonable request, and at the expense, of any Member or Manager during ordinary business hours.

Paragraph 10.02 Tax Information. On or before the 120<sup>th</sup> day following the end of each calendar year during the term of the Company, the Managers shall deliver to each Member a Federal Income Tax Form K-1 for each Member.

Paragraph 10.03 Taxable Year and Accounting Method. The Company's taxable and fiscal years shall be the calendar year. The Company shall use an accounting method selected by the Managers consistent with applicable law.

Paragraph 10.04 Tax Elections. All elections required or permitted to be made by the Company under the Code shall be made by the Managers, provided, however:

(i) The Company shall elect to deduct expenses incurred in organizing the Company ratably over a 180-month period as provided in Section 709 of the Code;

(ii) In case of a Transfer of all or part of any Interest, or distribution of property of the Company, the Company shall elect upon request, in a timely manner pursuant to Section 754 of the Code and pursuant to corresponding provisions of applicable state and local tax laws, to adjust the basis of Company Assets pursuant to Sections 734 and 743 of the Code;

(iii) The Company shall elect to deduct start-up expenditures ratably over a 60-month period as provided in Section 195 of the Code;

(iv) The Company shall not elect to be excluded from the application of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code or corresponding provisions of state or local law; and

(v) Upon request, the Managers, on behalf of the Company, shall consent to the request of any Member to reduce the basis of Company Assets under Section 1017(b)(3)(C) of the Code and prepare and provide any forms or statements required in connection therewith. The consent of the Company described in the preceding sentence shall be provided in writing no later than thirty (30) days before the due date (including extensions) of the Member's return for the year the income to which the basis reduction relates is realized.

Paragraph 10.05 Bank Accounts. All funds of the Company are to be deposited in the Company's name in such bank accounts or investment accounts as may be designated by the Managers and shall only be withdrawn on the signature of those Persons as the Managers may authorize. The Company's funds may not be commingled with the funds of the Managers or any Member.

Paragraph 10.06 "Tax Matters Member". The "Tax Matters Member" within the meaning of the Code and the Regs shall be Ross. The Company shall pay all reasonable costs and expenses to third parties incurred by the Tax Matters Member in the course of performing his responsibilities. The Tax Matters Member shall keep each Member informed of all notices and proceedings involving all material tax matters.

Paragraph 10.07 Taxes of Taxing Jurisdictions. The Managers may, where permitted by the rules of any taxing jurisdiction, file a composite, combined, or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the taxing jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid.

## **ARTICLE 11**

### **DISSOLUTION, LIQUIDATION AND TERMINATION**

Paragraph 11.01 Events of Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of the following:

- (a) Upon the determination of the Managers or as otherwise provided for in this Agreement;
- (b) Any event which makes it unlawful or impossible to carry on the Company's business;
- (c) The sale, disposition or abandonment of all or substantially all of the Company Assets;
- (d) The entry of a decree of judicial dissolution under the Act; or
- (e) The failure of the Members to elect a Manager pursuant to Paragraph 6.04.

Paragraph 11.02 Winding Up. Upon the dissolution of the Company, the Managers shall wind up the Company's affairs and satisfy the Company's liabilities. The Managers shall liquidate all of the Company Assets as quickly as possible consistent with obtaining the full fair market value of said assets. During this period, the Managers shall continue to operate Company Assets and all of the provisions of this Operating Agreement shall remain in effect. The Managers shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

Paragraph 11.03 Final Distribution. The proceeds from the liquidation of the Company Assets shall be distributed as follows:

- (a) First, to creditors, including Members and the Managers who are creditors, until all of the Company's debts and liabilities are paid and discharged (or provision is made for payment thereof); and
- (b) Second, to the Members in accordance with Paragraph 4.01.

For purposes of this Paragraph, the determination of the Members' Capital Account balances shall be made after adjustment to reflect the allocation of all Profits, Losses, credits and items thereof and distributions made to the Members pursuant to Article 4 hereof, in each case through the fiscal year of liquidation of the Company.

Paragraph 11.04 No Recourse Against Managers. The Members shall look solely to the Company Assets for the return of their investment, and if the property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return such investment, they shall have no recourse against the Managers, any Affiliate of the Managers, or any other Member.

Paragraph 11.05 Purchase by Member or Manager. A Manager, Member or an Affiliate of a Manager or Member may, if he so desires, purchase an item of property upon liquidation provided that: (a) the purchase price is at fair market value as determined by an independent appraiser selected by the Managers; and (b) at least 15 days' advance notice of the proposed sale has been given to all other Members.

Paragraph 11.06 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be a Company Asset and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's capital account to zero.

Paragraph 11.07 Certificate of Dissolution. On completion of the distribution of Company Assets as provided herein, the Company is terminated, and the Managers (or such other Person or Persons as the Act may require or permit) shall file a certificate of dissolution with the State of Michigan Department of Licensing and Regulatory Affairs, cancel any other filings made pursuant to Paragraph 2.01 and take such other actions as may be necessary to terminate the Company.

## **ARTICLE 12 GENERAL PROVISIONS**

Paragraph 12.01 Entire Agreement. This Operating Agreement embodies the entire understanding among the Members and Managers concerning the Company and their relationship as Members and supersedes any and all prior negotiations, understandings or agreements.

Paragraph 12.02 Notices. Any notice demand, consent, election, offer, approval, request, or other communication (collectively a "Notice") required or permitted under this Operating Agreement must be in writing, delivered personally, by email, by facsimile or by Federal Express or any similar overnight carrier, or sent by certified or registered mail, postage prepaid, return receipt requested. Any Notice to be given hereunder by the Company shall be given by the Managers. A Notice must be addressed to a Member at the Member's last known address on the records of the Company. A Notice to the Company must be addressed to the Managers at the Company's principal office. A Notice delivered personally or by overnight delivery service will be deemed given only when acknowledged in writing by the Person or an agent of the Person to whom it is delivered. A Notice that is sent by mail will be deemed to be given three (3) business days after it is mailed. Any party may designate by Notice to all of the others in accordance with this Paragraph 12.02 substitute addresses or addressees for Notices. Thereafter, Notices shall be directed to those substitute addresses or addressees and the records of the Company, including Exhibit "A" to this Operating Agreement, shall be revised accordingly.

Paragraph 12.03 Severability. If any provision of this Operating Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Operating Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected.

Paragraph 12.04 Parties Bound. This Operating Agreement shall be binding upon the Members, the Managers and their respective successors, assigns, heirs, devisees, legal representatives, executors and administrators.

Paragraph 12.05 Applicable Law. The laws of the State of Michigan shall govern this Operating Agreement. To the extent permitted by applicable law, the provisions of this Operating Agreement shall override the provisions of the Act to the extent of any inconsistency or contradiction between them.

Paragraph 12.06 Partition. Each Member irrevocably waives any right that it may have to maintain any action for partition with respect to Company Assets.

Paragraph 12.07 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

Paragraph 12.08 Headings. The headings in this Operating Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision.

Paragraph 12.09 Counterparts. This Operating Agreement may be executed in multiple counterparts with separate pages, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument.

Paragraph 12.10 Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

Paragraph 12.11 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder or with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

Paragraph 12.12 Further Assurances. Each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Operating Agreement and the transactions contemplated herein.

Paragraph 12.13 Indemnification for Breach. To the fullest extent permitted by law, each Member shall indemnify the Company, Managers and each other Member and hold all of them harmless from and against all losses, costs, liabilities, damages and expenses (including, without limitation, costs of suit and attorneys' fees) they may incur on account of any material breach by that Member of this Operating Agreement.

Paragraph 12.14 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Operating Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more provisions of this Operating Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

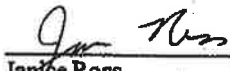
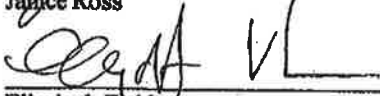
Paragraph 12.15 Disclosure and Waiver of Conflict. The Members acknowledge and agree that the law firm of Jackier Gould has represented and will continue to represent Ross. Notwithstanding the foregoing, Jackier Gould has been requested to prepare this Operating Agreement. The Members understand and acknowledge that the interest of each Member in connection with and arising under this Agreement may conflict with or be adverse to the financial and other interests of the others and that such potentially adverse interests of the Members places Jackier Gould in a conflict of interest in connection with the drafting of this

Agreement. Each Member has independently determined that the terms and conditions of this Agreement are fair and reasonable. Each Member hereby waives any and all resulting conflicts of interest. The Members hereby acknowledge that they have been advised to retain independent counsel to review the terms and conditions of this Agreement and hereby consent to the continued representation by Jackier Gould of Ross in connection with this Agreement and any matters arising under this Agreement.

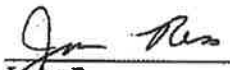

Paragraph 12.16 Waiver of Jury Trial. Each party hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby. Each Party (a) certifies that no Representative, agent, or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver; and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Paragraph 12.16.

Following the adoption of this Operating Agreement, the Managers and the Members have executed this Operating Agreement as of the date first set forth above.

**MANAGERS:**

  
\_\_\_\_\_  
Janice Ross  
  
\_\_\_\_\_  
Elizabeth Fields

**MEMBERS:**

  
\_\_\_\_\_  
Janice Ross  
  
\_\_\_\_\_  
Elizabeth Fields

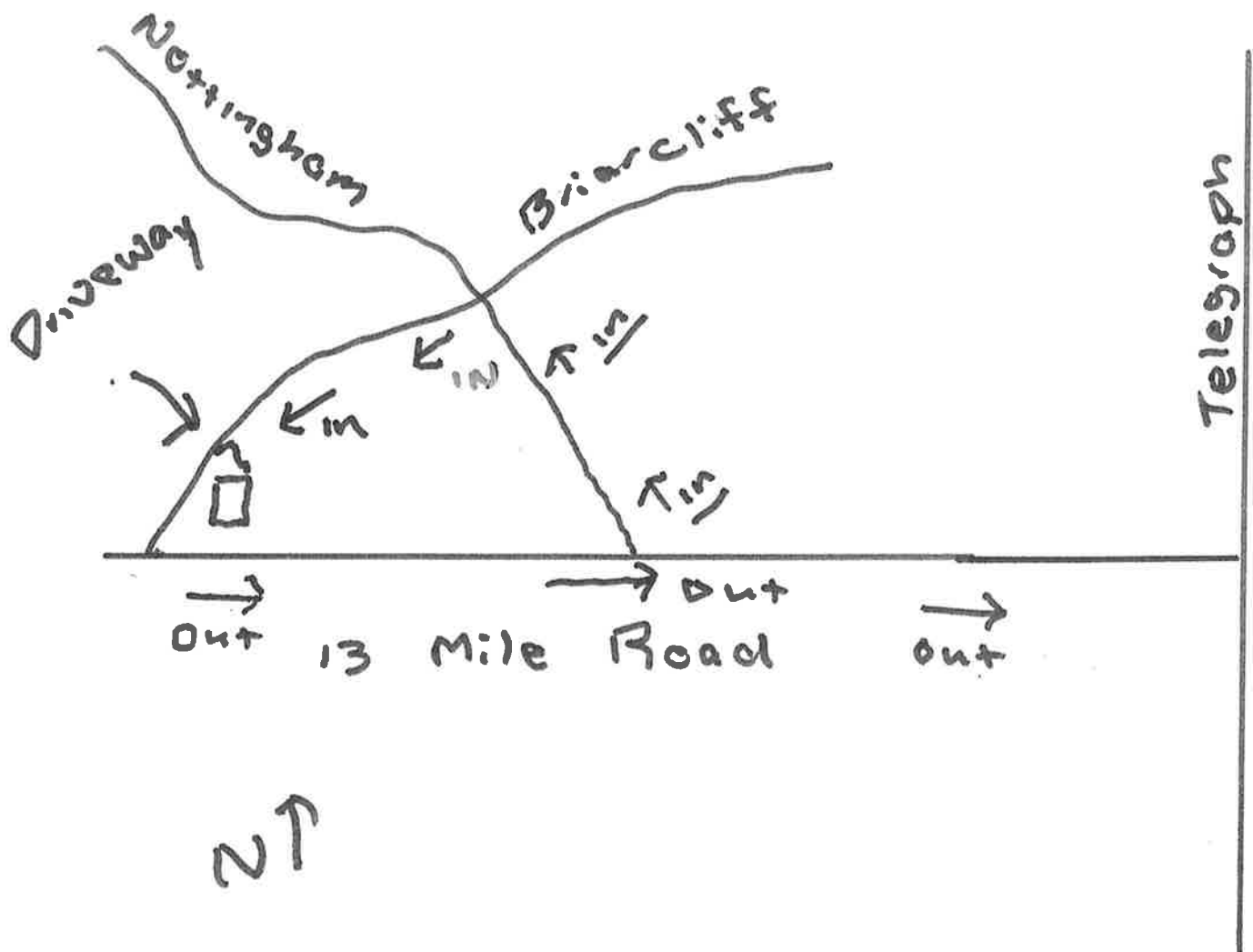
**EXHIBIT "A"**

<u>Name of Each Member</u>	<u>Capital Contribution</u>	<u>Sharing Ratio</u>
Janice Ross	\$2,500	50%
Elizabeth Fields	\$2,500	50%

To whom it may concern:

Re: Trucking route for 31050 Briarcliff Franklin, Mi

It is our intention to bring empty trucks in off 13 Mile Road onto Nottingham, back into the drive at 31050 Briarcliff and bring loaded trucks out of 31050 Briarcliff headed south on Briarcliff to turn left on 13 Mile to head to Telegraph. See drawing below.



J and J Excavating

248 320 9088

To: Totten Homes

Re: 31050 Briarcliff, franklin

Equipment to be used for Demo

Semi-truck with low boy for equipment mobilization

Volvo220 excavator and Takeuchi TL12 skidloader Triaxle dump for hauling debris Also Tandem tractors w/ quad axle semi dumps for hauling debris.

Thank you

Jim Selling

J and J Excavating

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Licensing & Compliance Division  
P.O. Box 30254  
Lansing, MI 48909

ANDREW RACE  
2428 BENJAMIN AVE  
ROYAL OAK, MI 480733713

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes Individual Builder License	
ANDREW RACE 2428 BENJAMIN AVE ROYAL OAK, MI 480733713	
License No: 2101135062	Expiration Date: 05/31/2023

GRETCHEN WHITMER  
Governor

**Michigan Department of Licensing and Regulatory Affairs**  
**Bureau of Construction Codes**  
**Individual Builder License**

P339283

ANDREW RACE  
2428 BENJAMIN AVE  
ROYAL OAK, MI 480733713

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**License No.**  
**2101135062**

**Expiration Date:**  
**05/31/2023**

This document is duly issued  
under the laws of the State of  
Michigan

To Whom It May Concern:

I, Janice Ross along with Elizabeth Fields, am the owner of E&J Homes 2 LLC , which is the sole owner of 31050 Briarcliff , Franklin, MI 48025. There are no lien holders on the property.

Sincerely,

Janice Ross

A handwritten signature in blue ink that reads "Jan Ross". The signature is written in a cursive, flowing style.

---

## WARRANTY DEED

File No.: **160588**

Drafted by:

**Sandra C. Phillips, 31050 Briarcliff Rd., Franklin, Michigan 48025**

When recorded return to:

**E & J Homes 2, LLC, a Michigan limited liability company, 25934 Hersheyvale Drive, Franklin, Michigan 48025**

THE GRANTOR, **Sandra C. Phillips, survivor of William L. Phillips, her deceased spouse whose death certificate is recorded in Liber \_\_\_\_\_page \_\_\_\_\_, Oakland County Records.**

whose address is: **31050 Briarcliff Rd., Franklin, Michigan 48025**

conveys and Warrants to **E & J Homes 2, LLC, a Michigan limited liability company**

whose address is: **25934 Hersheyvale Drive, Franklin, Michigan 48025**

the following described premises situated in the **Village of Franklin, County of Oakland, and State of Michigan,** and particularly described as follows:

**Lot 38, Franklin Villas Subdivision, according to the plat thereof as recorded in Liber 40 of Plats, Page(s) 1, Oakland County Records.**

Tax Parcel No.: **24-05-352-002**

Commonly known as: **31050 Briarcliff Rd., Franklin, MI 48025**

for the sum of **(\$620,000.00)**

Subject to easements, reservations and restrictions of record.

Dated: **June 30, 2021**

Signed and Sealed:

*Sandra C. Phillips*

**Sandra C. Phillips, survivor of William L. Phillips, her deceased spouse whose death certificate is recorded in Liber \_\_\_\_\_ page \_\_\_\_\_, Oakland County Records.**

STATE OF **Michigan**

}

COUNTY OF **Oakland**

} ss

}

On this **June 30, 2021**, before me personally appeared **Sandra C. Phillips, survivor of William L. Phillips, her deceased spouse whose death certificate is recorded in Liber \_\_\_\_\_ page \_\_\_\_\_, Oakland County Records.** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Oakland County, Michigan**

My Commission Expires: \_\_\_\_\_

YVONNE PAQUIN  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Mar. 30, 2025  
Acting in the County of \_\_\_\_\_



[www.bdsenvironmental.com](http://www.bdsenvironmental.com)

24422 Ryan Road  
Warren, Michigan  
48091

Tel: (586) 755-9030  
Fax: (586) 755-9068

## **LIMITED ASBESTOS NESHAP SURVEY REPORT**

### **BUILDING LOCATION**

**Vacant Single-Family Residence**  
31050 Briarcliff Road  
Franklin, Michigan 48025

### **INSPECTION DATE**

July 20, 2021

### **CLIENT**

**Thomas Sebold & Associated**  
35990 Woodward Avenue  
Bloomfield Hills, Michigan 48304

### **BDS PROJECT NUMBER**

21-586

**BUILDING DECOMMISSION SERVICES, LLC**



## **INTRODUCTION**

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Thomas Sebold & Associates has retained BDS Environmental to conduct an asbestos inspection of a vacant residence located at 31050 Briarcliff Road, Franklin, Oakland County, Michigan. The objective of the survey was to confirm the presence or absence of non-friable and friable asbestos-containing materials present in the building. BDS's scope of work was based on the requirements of the National Emission Standards for Hazardous Air Pollutants (NESHAP) as they relate to asbestos-containing materials present in building structures that are to be renovated or demolished. This inspection is "limited" in scope because it was not practical to penetrate all floors, walls and ceiling surfaces in order to identify potential ACM. However, reasonable efforts were made to try to identify all currently inaccessible ACM within the building.

This is a 2,588 square foot, two-story house built on a concrete slab, heated with a mixture of forced air and radiant heating with an original build year of 1941.

## **METHODOLOGY**

---

BDS's Asbestos Inspector Brian P. Christie (MDLEO Accreditation No. A38967) performed the inspection on July 20, 2021. BDS's Inspector collected thirty-three (33) bulk samples during the inspection. The inspection was performed in a manner to attempt to identify all suspect asbestos materials, i.e. "Hammer in Hand". However, potential suspect materials within or above hard plaster or cinder block walls, partitions, and ceilings may not have been identified due to the lack of access to those potential suspect materials.

BDS's inspector began by identifying building materials, which possibly contain asbestos. These materials can be floor tiles, mastic, wallboard, ceiling tiles, thermal system insulation, et cetera. Once these were located, homogeneous sampling areas were delineated and the suspect materials were sampled and analyzed from representative areas.

A homogeneous area is a material that is similar in color, texture, construction, or general appearance. Bulk samples of suspected asbestos-containing building materials were collected using the recommended procedures outlined in the EPA guidance publication Simplified Sampling Scheme for Friable Surfacing Materials (EPA 560/5-85-030a-Oct. 1985). The methods described in the publication were adapted to include the sampling of thermal system insulations. Samples were collected utilizing plastic containers which were sealed air tight and labeled with a unique sample number. Chain of custody forms were then completed and priority mailed along with the samples to the laboratory for analysis.

Collected bulk samples were analyzed by SanAir Technologies Laboratory, Inc. using Polarized Light Microscopy (PLM) technique according to EPA Method 600/R-93/116. This method requires that each heterogeneous layer of a bulk sample be analyzed for the presence of asbestos. Analysis of floor tiles and other resin bound materials by PLM may yield false negative results because of method limitations in separating closely bound fibers and in detecting fibers of short length and smaller diameter. When analysis of such materials by PLM yields negative results for the presence of asbestos, BDS may recommend utilizing confirmatory methods of identification, i.e. point counting.

## **SAMPLE COLLECTION AND IDENTIFICATION**

A total of thirty-three (33) bulk samples of suspected asbestos-containing materials were collected from selected locations identified throughout the site. The bulk samples were further delineated into forty (40) distinct layers which were all analyzed for asbestos content. The approximate sample location, material type, and asbestos content for each sample are listed on the following page.

### BULK SAMPLE DATA

SAMPLE NUMBER	HOMOGENEOUS AREA	SAMPLE LOCATION	ASBESTOS CONTENT
1-01	Drywall Joint Compound	FS 5	NAD
1-02	Drywall Joint Compound	FS 13	NAD
1-03	Drywall Joint Compound	FS 12	NAD
1-04	Drywall Joint Compound	FS 16	NAD
1-05	Drywall Joint Compound	FS 15	NAD
2-01	Plaster / Skim Coat	FS 4	NAD / NAD
2-02	Plaster / Skim Coat	FS 6	NAD / NAD
2-03	Plaster / Skim Coat	FS 8	NAD / NAD
2-04	Plaster	FS 15	NAD
2-05	Plaster	FS 14	NAD
3-01	Ceiling Texture	FS 13	NAD
3-02	Ceiling Texture	FS 13	NAD
3-03	Ceiling Texture	FS 13	NAD
4-01	<b>Incinerator Heat Shield</b>	<b>FS 14</b>	<b>70% Chrysotile</b>
4-02	<b>Incinerator Heat Shield</b>	<b>FS 14</b>	<b>DNA</b>
4-03	<b>Incinerator Heat Shield</b>	<b>FS 14</b>	<b>DNA</b>
5-01	Pipe Penetration Sealant	FS 14	NAD
5-02	Pipe Penetration Sealant	FS 15	NAD
6-01	Suspended Ceiling Tile	FS 16	NAD
6-02	Suspended Ceiling Tile	FS 16	NAD
7-01	Ceramic Tile Grout / Mortar	FS 16	NAD / NAD
7-02	Ceramic Tile Grout / Mortar	FS 5	NAD / NAD
8-01	Corrugated Paper	FS 7	NAD
8-02	Corrugated Paper	FS 18	NAD
9-01	Flashing	Roof	NAD
9-02	Flashing	Roof	NAD
10-01	Exterior Seam Sealant	EA 14	NAD
10-02	Exterior Seam Sealant	EA 5	NAD
10-03	Exterior Seam Sealant	EA 10	NAD
11-01	Roofing Shingle / Tar Paper	Roof	NAD / NAD
11-02	Roofing Shingle / Tar Paper	Roof	NAD / NAD
12-01	Vapor Paper	FS 7	NAD
12-02	Vapor Paper	FS 9	NAD

NAD = No Asbestos Detected

DNA = Did Not Analyze

## INTERPRETATION OF SURVEY RESULTS

The Environmental Protection Agency defines an asbestos-containing material (ACM) as any material containing more than one percent asbestos as determined using Polarized Light Microscopy. Asbestos materials are further defined as Friable ACM, Category I Nonfriable ACM, and Category II Nonfriable ACM. All friable ACM must be removed prior to building renovation/demolition and any Category I or II nonfriable ACM must be removed prior to building renovation/demolition if these materials have a high probability of becoming friable during the renovation/demolition process.

The visual inspection of the interior and exterior of the building indicated that twelve (12) building materials, known as homogeneous areas, were determined to be Presumed Asbestos Containing Materials (PACM) and therefore were sampled to determine definitively whether the materials were asbestos or non-asbestos. The subsequent sample analysis, as listed in the previous **Bulk Sample Data** tables, indicated that eleven (11) of those building materials were proven to be non-asbestos and one (1) was proven to be asbestos-containing. The materials listed in bold print on the following table are considered to be asbestos-containing building materials (ACBM).

### HOMOGENEOUS AREA DATA

Homogeneous Area Number	Homogeneous Area Description	Asbestos-Containing?
HA #1	Drywall Joint Compound	NO
HA #2	Plaster / Skim Coat	NO / NO
HA #3	Ceiling Texture	NO
<b>HA #4</b>	<b>Incinerator Heat Shield</b>	<b>YES</b>
HA #5	Pipe Penetration Sealant	NO
HA #6	Ceramic Tile Grout / Mortar	NO / NO
HA #7	Suspended Ceiling Tile	NO
HA #8	Corrugated Paper	NO
HA #9	Flashing	NO
HA #10	Exterior Seam Sealant	NO
HA #11	Roofing Shingle / Tar Paper	NO / NO
HA #12	Vapor Paper	NO

## CONCLUSION

The locations, type of asbestos materials and approximate quantities present in the building is listed in the table below.

LOCATION	TYPE OF MATERIAL	QUANTITY	REQUIRED ASBESTOS RESPONSE ACTION
Furnace Room	Incinerator Heat Shield	9 SF	Friable ACM incinerator heat shield must be removed prior to the demolition of the structure.

SF = Square Feet

All asbestos-containing response activities must be conducted in accordance to the requirements of the OSHA Class I Asbestos work requirements found in 29 CFR 1926.1101 prior to renovation or demolition activities.

It is the opinion of BDS Environmental that the liability of the building owner and renovation/demolition contractor is much lower if the asbestos-containing materials, excluding bituminous roofing, are removed prior to renovation/demolition activities.

The information and opinions rendered in this report are exclusively for use by St. John's Episcopal Church and it's agents. BDS will not distribute this report without your consent except as required by law or court order. The information and opinions are given in light of a limited assignment and should be implemented in light of that assignment. BDS accepts responsibility for the competent performance of its duties in execution of the assignment and preparing reports in accordance with the normal standards of the profession, but disclaims any responsibility for consequential damages.

It has been a pleasure to be of service to you. If you have any questions, or require additional information, please contact us at (586) 755-9030.

Thank You,

**BDS ENVIRONMENTAL**



Brian P. Christie  
MI Asbestos Inspector A#38967



Ron Lawler  
Sales Manager

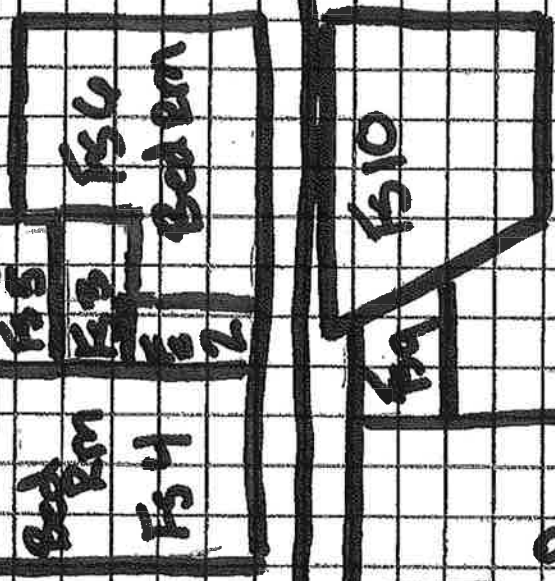
## **SIMPLE FLOOR PLAN WITH FUNCTIONAL SPACES**

21000 BRIARCLIFF RD, FRANKLIN MA

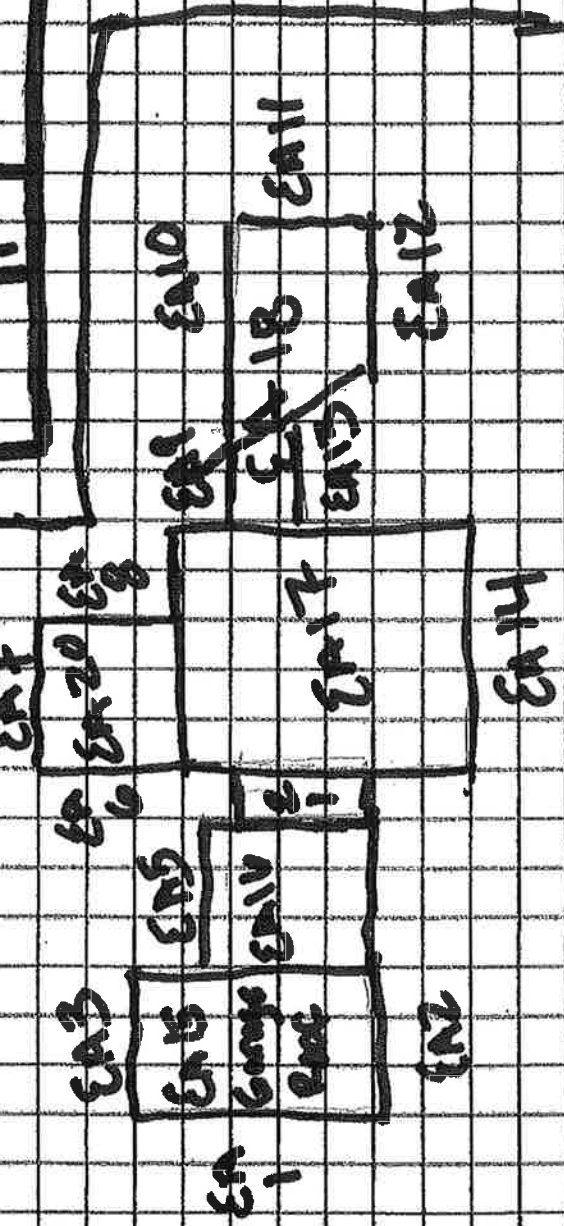
1st Floor



2nd Floor



External Areas



## **CERTIFICATE OF LABORATORY ANALYSIS**



**The Identification Specialists**

Analysis Report  
prepared for  
BDS Environmental

**Report Date: 7/22/2021**

**Project Name: 31050 Briarcliff Rd, Franklin**

**Project #: 21-586**

**SanAir ID#: 21036660**



**NVLAP LAB CODE 260870-0**

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061  
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)



SanAir ID Number

21036660

FINAL REPORT

7/22/2021 12:46:24 PM

**Name:** BDS Environmental  
**Address:** 24422 Ryan Road  
Warren, MI 48091  
**Phone:** 586-755-9030

**Project Number:** 21-586  
**P.O. Number:** TSA  
**Project Name:** 31050 Briarcliff Rd, Franklin  
**Collected Date:** 7/20/2021  
**Received Date:** 7/21/2021 9:40:00 AM

Dear Brian Christie,

We at SanAir would like to thank you for the work you recently submitted. The 33 sample(s) were received on Wednesday, July 21, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): 1-01, 1-02, 1-03, 1-04, 1-05, 2-01, 2-02, 2-03, 2-04, 2-05, 3-01, 3-02, 3-03, 4-01, 4-02, 4-03, 5-01, 5-02, 6-01, 6-02, 7-01, 7-02, 8-01, 8-02, 9-01, 9-02, 10-01, 10-02, 10-03, 11-01, 11-02, 12-01, 12-02.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is written in a cursive, flowing style.

Sandra Sobrino  
Asbestos & Materials Laboratory Manager  
SanAir Technologies Laboratory

**Final Report Includes:**

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

**Sample conditions:**

- 33 samples in Good condition.



SanAir ID Number

21036660

FINAL REPORT

7/22/2021 12:46:24 PM

Name: BDS Environmental  
Address: 24422 Ryan Road  
Warren, MI 48091  
Phone: 586-755-9030

Project Number: 21-586  
P.O. Number: TSA  
Project Name: 31050 Briarcliff Rd, Franklin  
Collected Date: 7/20/2021  
Received Date: 7/21/2021 9:40:00 AM

Analyst: Pisula, Nicholas

**Asbestos Bulk PLM EPA 600/R-93/116**

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1-01 / 21036660-001 Drywall Joint Compound FS5	White Non-Fibrous Homogeneous		100% Other	None Detected
1-02 / 21036660-002 Drywall Joint Compound FS13	White Non-Fibrous Homogeneous		100% Other	None Detected
1-03 / 21036660-003 Drywall Joint Compound FS12	White Non-Fibrous Homogeneous		100% Other	None Detected
1-04 / 21036660-004 Drywall Joint Compound FS16	White Non-Fibrous Homogeneous		100% Other	None Detected
1-05 / 21036660-005 Drywall Joint Compound FS15	White Non-Fibrous Homogeneous		100% Other	None Detected
2-01 / 21036660-006 Plaster FS4, Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
2-01 / 21036660-006 Plaster FS4, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
2-02 / 21036660-007 Plaster FS6, Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
2-02 / 21036660-007 Plaster FS6, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
2-03 / 21036660-008 Plaster FS8, Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 7/22/2021

Date: 7/22/2021



SanAir ID Number  
**21036660**  
FINAL REPORT  
7/22/2021 12:46:24 PM

**Name:** BDS Environmental  
**Address:** 24422 Ryan Road  
Warren, MI 48091  
**Phone:** 586-755-9030

**Project Number:** 21-586  
**P.O. Number:** TSA  
**Project Name:** 31050 Briarcliff Rd, Franklin  
**Collected Date:** 7/20/2021  
**Received Date:** 7/21/2021 9:40:00 AM

Analyst: Pisula, Nicholas

### Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
2-03 / 21036660-008 Plaster FS8, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
2-04 / 21036660-009 Plaster FS15	Grey Non-Fibrous Homogeneous		100% Other	None Detected
2-05 / 21036660-010 Plaster FS14	Grey Non-Fibrous Homogeneous		100% Other	None Detected
3-01 / 21036660-011 Ceiling Texture FS13	White Non-Fibrous Homogeneous		100% Other	None Detected
3-02 / 21036660-012 Ceiling Texture FS13	White Non-Fibrous Homogeneous		100% Other	None Detected
3-03 / 21036660-013 Ceiling Texture FS13	White Non-Fibrous Homogeneous		100% Other	None Detected
4-01 / 21036660-014 Incinerator Heat Shield FS14	Grey Fibrous Homogeneous		30% Other	70% Chrysotile
4-02 / 21036660-015 Incinerator Heat Shield FS14				Not Analyzed
4-03 / 21036660-016 Incinerator Heat Shield FS14				Not Analyzed
5-01 / 21036660-017 Pipe Penetration Sealant FS14	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Nicholas Pisula*

Approved Signatory: *[Signature]*

Analysis Date: 7/22/2021

Date: 7/22/2021



**Name:** BDS Environmental  
**Address:** 24422 Ryan Road  
Warren, MI 48091  
**Phone:** 586-755-9030

SanAir ID Number  
**21036660**  
FINAL REPORT  
7/22/2021 12:46:24 PM

**Project Number:** 21-586  
**P.O. Number:** TSA  
**Project Name:** 31050 Briarcliff Rd, Franklin  
**Collected Date:** 7/20/2021  
**Received Date:** 7/21/2021 9:40:00 AM

Analyst: Pisula, Nicholas

### Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
5-02 / 21036660-018 Pipe Penetration Sealant FS15	Grey Non-Fibrous Homogeneous		100% Other	None Detected
6-01 / 21036660-019 Suspended Ceiling Tile FS16	White Fibrous Homogeneous	50% Glass 40% Min. Wool	10% Other	None Detected
6-02 / 21036660-020 Suspended Ceiling Tile FS16	White Fibrous Homogeneous	50% Glass 40% Min. Wool	10% Other	None Detected
7-01 / 21036660-021 Ceramic Tile Grout/Mortar FS16, Grout	Red Non-Fibrous Homogeneous		100% Other	None Detected
7-01 / 21036660-021 Ceramic Tile Grout/Mortar FS16, Mortar	Grey Non-Fibrous Homogeneous		100% Other	None Detected
7-02 / 21036660-022 Ceramic Tile Grout/Mortar FS5, Grout	Grey Non-Fibrous Homogeneous		100% Other	None Detected
7-02 / 21036660-022 Ceramic Tile Grout/Mortar FS5, Mortar	Grey Non-Fibrous Homogeneous		100% Other	None Detected
8-01 / 21036660-023 Corrugated Paper FS7	Various Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
8-02 / 21036660-024 Corrugated Paper FS18	Various Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
9-01 / 21036660-025 Flashing Roof	Black Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 7/22/2021

Date: 7/22/2021



SanAir ID Number

21036660

FINAL REPORT

7/22/2021 12:46:24 PM

Name: BDS Environmental  
Address: 24422 Ryan Road  
Warren, MI 48091  
Phone: 586-755-9030

Project Number: 21-586  
P.O. Number: TSA  
Project Name: 31050 Briarcliff Rd, Franklin  
Collected Date: 7/20/2021  
Received Date: 7/21/2021 9:40:00 AM

Analyst: Pisula, Nicholas

**Asbestos Bulk PLM EPA 600/R-93/116**

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
9-02 / 21036660-026 Flashing Roof	Black Non-Fibrous Homogeneous		100% Other	None Detected
10-01 / 21036660-027 Exterior Seam Sealant EA14	Grey Non-Fibrous Homogeneous		100% Other	None Detected
10-02 / 21036660-028 Exterior Seam Sealant EA5	Grey Non-Fibrous Homogeneous		100% Other	None Detected
10-03 / 21036660-029 Exterior Seam Sealant EA10	Grey Non-Fibrous Homogeneous		100% Other	None Detected
11-01 / 21036660-030 Roofing Shingle Roof, Shingle	Black Non-Fibrous Heterogeneous		100% Other	None Detected
11-01 / 21036660-030 Roofing Shingle Roof, Tar Paper	Black Non-Fibrous Homogeneous	10% Glass	90% Other	None Detected
11-02 / 21036660-031 Roofing Shingle Roof, Shingle	Black Non-Fibrous Heterogeneous		100% Other	None Detected
11-02 / 21036660-031 Roofing Shingle Roof, Tar Paper	Black Non-Fibrous Homogeneous	10% Glass	90% Other	None Detected
12-01 / 21036660-032 Vapor Paper FS7	Black Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
12-02 / 21036660-033 Vapor Paper FS9	Black Fibrous Homogeneous	95% Cellulose	5% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 7/22/2021

Date: 7/22/2021

## **Disclaimer**

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

### **NYELAP Disclaimer:**

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

### **Asbestos Certifications**

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



21036460

SAMPLE NUMBER	HOMOGENEOUS AREA	SAMPLE LOCATION	ASBESTOS CONTENT
1-01	Drywall Joint Compound	FS 5	
1-02	Drywall Joint Compound	FS 13	
1-03	Drywall Joint Compound	FS 12	
1-04	Drywall Joint Compound	FS 16	
1-05	Drywall Joint Compound	FS 15	
2-01	Plaster	FS 4	
2-02	Plaster	FS 6	
2-03	Plaster	FS 8	
2-04	Plaster	FS 15	
2-05	Plaster	FS 14	
3-01	Ceilingt Texture	FS 13	
3-02	Ceilingt Texture	FS 13	
3-03	Ceilingt Texture	FS 13	
4-01	Incinerator Heat Shield	FS 14	
4-02	Incinerator Heat Shield	FS 14	
4-03	Incinerator Heat Shield	FS 14	
5-01	Pipe Penetration Sealant	FS 14	
5-02	Pipe Penetration Sealant	FS 15	
6-01	Suspended Ceiling Tile	FS 16	
6-02	Suspended Ceiling Tile	FS 16	
7-01	Ceramic Tile Grout / Mortar	FS 16	
7-02	Ceramic Tile Grout / Mortar	FS 5	
8-01	Corrugated Paper	FS 7	
8-02	Corrugated Paper	FS 18	
9-01	Flashing	Roof	
9-02	Flashing	Roof	
10-01	Exterior Seam Sealant	EA 14	
10-02	Exterior Seam Sealant	EA 5	
10-03	Exterior Seam Sealant	EA 10	
11-01	Roofing Shingle	Roof	
11-02	Roofing Shingle	Roof	
12-01	Vapor Paper	FS 7	
12-02	Vapor Paper	FS 9	

Relinquished by

Brian Christie

Date Time

7/20/21

Received by

Atr

Date

7.21.21

Time

9:40am

Page 2 of 2



www.bdsenvironmental.com

24422 Ryan Road  
Warren, Michigan  
48091

Tel: (586) 755-9030  
Fax: (586) 755-9068

August 3, 2021

Andy Race  
EJ Homes LLC  
560 Haverhill  
Bloomfield Hills, Michigan 48304

RE: Completion of Asbestos Response Actions  
Vacant-Single Family House, 31050 Briarcliff Road, Franklin, Michigan 48025  
BDS Project No. 21-586.A

Dear Mr. Race,

BDS Environmental has completed the following asbestos abatement response actions at the above referenced project on July 30, 2021:

1. Removed and disposed of 9 square feet of asbestos-containing incinerator heat shield from.
2. All asbestos removal was performed in accordance with OSHA Class I asbestos removal requirements as found in 29 CFR 1926.1101.

The visual inspection and air results indicated that the asbestos response actions have been successfully completed. It is safe to reoccupy the work area.

It has been a pleasure to be of service to you. Please feel free to contact our office at (586) 755-9030 if you have any questions.

Sincerely,

**BDS ENVIRONMENTAL**

A handwritten signature in blue ink that reads 'Ron Lawler'.

Ron Lawler  
Sales Manager



## REOCCUPANCY FORM

**LOCATION:** Vacant Single-Family Home  
31050 Briar Cliff  
Franklin, MI 48025

The following location has been visually inspected by a certified Asbestos Supervisor from BDS Environmental and has been found to be free of asbestos debris in the area of abatement listed below:

Furnace room of above referenced home.

Asbestos-containing floor tile was removed from the work area using manual methods within a regulated area.

Final clearance sampling has been conducted within the building and found to meet the following regulatory criteria:

*Michigan Department of Licensing and Regulatory Affairs – Asbestos Program requires airborne fiber concentration of 0.050 f/cc or less for re-occupancy following asbestos abatement activities. The analysis was conducted by Phase Contrast Microscopy (PCM) using the NIOSH 7400 Method/Rules A counting method. The results indicated that both air samples were less than the asbestos clearance level. Therefore, it is safe to reoccupy the work area.*

The laboratory analysis report is attached for your records.

Ron Lawler  
Ron Lawler

8/4/21  
Date



**The Identification Specialists**

Analysis Report  
prepared for  
BDS Environmental

**Report Date: 8/3/2021**

**Project Name: 31050 Briarcliff, Franklin**

**Project #: 21-586**

**SanAir ID#: 21039112**



NVLAP LAB CODE 200870-0

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061  
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)



SanAir ID Number

21039112

FINAL REPORT

8/3/2021 2:18:29 PM

**Name:** BDS Environmental  
**Address:** 24422 Ryan Rd.  
Warren, MI 48901  
**Phone:** 586-755-9030

**Project Number:** 21-586  
**P.O. Number:** TSA  
**Project Name:** 31050 Briarcliff, Franklin  
**Collected Date:** 7/30/2021  
**Received Date:** 8/2/2021 8:20:00 AM

Dear BDS,

We at SanAir would like to thank you for the work you recently submitted. The 2 sample(s) were received on Monday, August 02, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): 01, 02.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino".

Sandra Sobrino  
Asbestos & Materials Laboratory Manager  
SanAir Technologies Laboratory

**Final Report Includes:**

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

**Sample conditions:**

- 2 samples in Good condition.



SanAir ID Number

21039112

FINAL REPORT

8/3/2021 2:18:29 PM

Name: BDS Environmental

Address: 24422 Ryan Rd.

Warren, MI 48901

Phone: 586-755-9030

Project Number: 21-586

P.O. Number: TSA

Project Name: 31050 Briarcliff, Franklin

Collected Date: 7/30/2021

Received Date: 8/2/2021 8:20:00 AM

Analyst: Feldman, Johnathan

### Asbestos Air PCM NIOSH 7400 Method

Sample	Location	Volume (liters)	Fibers	Fields	LOD	Fibers/ sq mm	Fibers/ cc	RSD
01 21039112-001	Final / Basement	900	7.5	100	0.003	9.554	0.004	0.2
02 21039112-002	Final / Basement	900	7.5	100	0.003	9.554	0.004	0.2

Analyst: *Johnathan R*

Approved Signatory: *Marzen G. Healy*

Analysis Date: 8/2/2021

Date: 8/3/2021

### Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the chain of custody. Neither results nor reports will be discussed with or released to any third party without our client's written permission. Final reports cannot be reproduced, except in full, without written authorization from SanAir. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results of the analysis is dependent upon the method of sample procurement and information provided by the client on the COC. SanAir assumes no responsibility for the method of sample procurement. SanAir assumes no responsibility for the information provided by the client on the COC such as project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Evaluation reports are based solely on the sample(s) in the condition in which they arrived at the laboratory and on the information provided by the client on the COC. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. Limit of Detection is 7 fibers/mm<sup>2</sup>. RSD values (Sr values) are the relative standard deviation. SanAir does make contamination corrections to results based on field blank results, only when field blanks are provided by the client at the responsibility of the client.

SanAir is accredited by AIHA-LAP, LLC in the IHLAP program. Refer to our accreditation certificate or [www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org) for an up to date list of the Fields of Testing for which we are accredited.

*This report does not constitute endorsement by AIHA/NVLAP and/or any other U.S. governmental agencies; and may not be certified by every local, state and federal regulatory agencies.*



1551 Oakbridge Dr. STE B  
Powhatan, VA 23139  
804.897.1177 / 888.895.1177  
Fax 804.897.0070  
sanair.com

**Asbestos**  
**Chain of Custody**  
Form 140, Rev 1, 1/20/2017

SanAir ID Number

21039112

Company: <b>BDS Environmental</b>		Project #: <b>21-586</b>		Collect by: <b>BDS</b>	
Address: <b>24422 Ryan Rd.</b>		Project Name: <b>31050 Briarcliff, Franklin</b>		Phone #: <b>586-755-9030</b>	
City, St., Zip: <b>Warren, MI 48901</b>		Date Collected: <b>7/30/2021</b>		Fax #: <b>586-755-9060</b>	
State of Collection: <b>MI</b> Account#: <b>2451</b>		P.O. Number: <b>TSA</b>		Email: <b>RLawler@BDSenvrionmental.com</b>	

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	<input type="checkbox"/>	ABA	PCM NIOSH 7400	<input checked="" type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop	<input type="checkbox"/>	ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	<b>Vermiculite &amp; Soil</b>		
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABBIK	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSPI	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBCB	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	<b>Dust</b>		
ABBTM	TEM EPA NOB**	<input type="checkbox"/>	<b>New York ELAP</b>			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>	PLM NY	PLM EPA 600/M4-82-020	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
			ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	<b>Matrix Other</b>		
			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>			<input type="checkbox"/>
			ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			<input type="checkbox"/>

\*\* Available on 24-hr. to 5-day TAT

Water	
ABHE	EPA 100.2 <input type="checkbox"/>

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	24 HR <input checked="" type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions	
----------------------	--

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
01	Final / Basement	900 L			
02	Final / Basement	900 L			

Relinquished by	Date	Time	Received by	Date	Time
Ron Jank	7-30-21	16:00	JAN	8/2/21	8:20am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Doeren Mayhew Insurance Group 305 West Big Beaver Rd. Suite 102 Troy MI 48084	<b>CONTACT NAME:</b> Susan Habba <b>PHONE (A/C, No, Ext):</b> (248) 290-0650 <b>FAX (A/C, No):</b> (248) 290-0654 <b>E-MAIL ADDRESS:</b> shabba@doereninsurance.com																					
<b>INSURED</b> Totten Homes LLC Andrew Race 2428 Benjamin Ave Royal Oak MI 48073-3713	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Auto-Owners</td><td>18988</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Auto-Owners	18988	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES** **CERTIFICATE NUMBER:** CL218509525 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		04088716	12/10/2020	12/10/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Franklin is listed as an Additional Insured with respects to the General Liability as required within written contract

## CERTIFICATE HOLDER

## CANCELLATION

Village of Franklin  
32325 Franklin Road

Franklin

MI 48025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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West Elevation Main House and Garage



Main House South Elevation



Main house east elevation south end



Main house south elevation north end



Main house and garage north elevation



Detached shed north elevation



Detached shed south elevation



Detached shed west elevation



Detached shed east elevation





# HISTORIC DISTRICT APPLICATION

INSPECTIONS . . . . . (248) 626-1601

No Fee

DATE STAMP

RECEIVED

AUG 16 2021

VILLAGE OF FRANKLIN, MI

32325 Franklin Rd • Franklin MI 48025-1199 • Phone (248) 626-9666 • Fax (248) 626-0538

The undersigned hereby applies for a permit to (describe project)

Completely demolish & remove all foundation house & shed

Current market value of project \$ 600,000

SUBMIT CHECKLIST WITH APPLICATION

<b>I. LOCATION OF PROJECT</b>		Historic District ? yes <input type="radio"/> no <input checked="" type="radio"/>		Zoning District <u>R1</u>	
Address: <u>31050 Briarcliff</u>					
Village: <u>FRANKLIN</u>		Township: <u>SOUTHFIELD</u>		County: <u>OAKLAND</u>	Zip Code: <u>48025</u>
Between <u>Telegraph</u> And <u>Franklin</u>					
<b>II. PARCEL IDENTIFICATION #</b> <u>24-05-352-002</u>					
<b>A. OWNER OR LESSEE</b>					
Name: <u>E &amp; J Homes 2 LLC</u>				Telephone No: <u>248-762-0062</u>	
Address: <u>25934 Hershevale Dr</u>		City: <u>Franklin</u>		State: <u>MI</u>	Zip Code: <u>48025</u>
<b>B. ARCHITECT OR ENGINEER</b>					
Name: <u>N/A</u>				Telephone No:	
Address:		City:		State:	Zip Code:
License No:		only applying for Demo Now		Expiration Date:	
<b>C. CONTRACTOR</b>					
Name: <u>Totten Homes LLC</u>				Telephone No: <u>734-341-1243</u>	
Address: <u>2002 Roseland</u>		City: <u>Royal Oak</u>		State: <u>MI</u>	Zip Code: <u>48073</u>
License No: <u>2101135062</u>				Expiration Date: <u>5-31-2023</u>	
Federal Employer Number or Reason for Exemption: <u>NIA No Employees</u>					
Worker's Comp Insurance Carrier or Reason for Exemption: <u>" "</u>					
MESC Employer Number or Reason for Exemption: <u>" "</u>					
<b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>					
<b>A. TYPE OF IMPROVEMENT</b>					
<input type="checkbox"/> New Building <input type="checkbox"/> Addition / Remodel <input checked="" type="checkbox"/> Demolition <input type="checkbox"/> Property <input type="checkbox"/> Other					
<b>B. REVIEW(s) TO BE PERFORMED</b> <u>Demo Inspection</u>					
<input type="checkbox"/> Building / Trades <input type="checkbox"/> Engineering <input type="checkbox"/> Arborist <input type="checkbox"/> Legal <input type="checkbox"/> Other					

**VI. APPLICANT INFORMATION:**

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name: Totter Homes LLC Telephone No. 734 341-1245  
Address: 2002 Roseland City: Royal Oak State: MI ZIP: 48068  
Federal ID no. (if applicable) N/A

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section

*Am Teem*

07-31-2021

Signature of Applicant

Application Date

**VII. FOR INTERNAL USE ONLY**

	REQUIRED	APP / REJ	DATE	BY
A ~ BUILDING PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
B ~ CULVERT PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C ~ FENCE PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
D ~ FLOODPLAIN PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
E ~ LANDFILL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
F ~ SOIL EROSION PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G ~ TREE REMOVAL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
H ~ WETLANDS PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
I ~ HISTORIC DISTRICT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
J ~ ZONING BOARD **	<input type="checkbox"/> Yes <input type="checkbox"/> No			

\*\* Zoning District \_\_\_\_\_ Required Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_  
Proposed Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

**VIII. VALIDATION****DATE STAMP**

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

West Elevation Main House and Garage



Main House South Elevation



Main house east elevation south end



Main house south elevation north end



Main house and garage north elevation



Detached shed north elevation



Detached shed south elevation



Detached shed west elevation



Detached shed east elevation





# HISTORIC DISTRICT APPLICATION

INSPECTIONS . . . . . (248) 626-1601

DATE STAMP

32325 Franklin Rd • Franklin MI 48025-1199 • Phone (248) 626-9666 • Fax (248) 626-0538

The undersigned hereby applies for a permit to (describe project)

construct an addition to a 1/2 story frame building - see narrative

Current market value of project \$ \$150,000.

**SUBMIT CHECKLIST WITH APPLICATION**

<b>I. LOCATION OF PROJECT</b>		Historic District ? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Zoning District <u>C-1</u>	
Address: <u>32767 Franklin Road</u>					
Village: <u>FRANKLIN</u>		Township: <u>SOUTHFIELD</u>		County: <u>OAKLAND</u>	
Zip Code: <u>48025</u>					
Between <u>Evelyn Crt and Vincennes</u>					
<b>II. PARCEL IDENTIFICATION #</b>					
<b>A. OWNER OR LESSEE</b>					
Name: <u>Tiffany Danya Franklin Investment LLC</u>				Telephone No: <u>586.216.5888</u>	
Address: <u>2730 Charnwood</u>		City: <u>Troy</u>		State: <u>MI</u>	
Zip Code: <u>48098</u>					
<b>B. ARCHITECT OR ENGINEER</b>					
Name: <u>WILLIAM FINNICUM - Finnicum Brownlie Architects</u>				Telephone No: <u>248.867.8883</u>	
Address: <u>25885 German Mill Rd</u>		City: <u>Franklin</u>		State: <u>MI</u>	
Zip Code: <u>48025</u>					
License No: <u>1301022839</u>				Expiration Date: <u>10.31.21</u>	
<b>C. CONTRACTOR</b>					
Name: <u>TBD</u>				Telephone No:	
Address:		City:		State:	
Zip Code:					
License No:				Expiration Date:	
Federal Employer Number or Reason for Exemption:					
Worker's Comp Insurance Carrier or Reason for Exemption:					
MESC Employer Number or Reason for Exemption:					
<b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>					
<b>A. TYPE OF IMPROVEMENT</b>					
<input type="checkbox"/> New Building <input checked="" type="checkbox"/> Addition / Remodel <input type="checkbox"/> Demolition <input type="checkbox"/> Property <input type="checkbox"/> Other					
<b>B. REVIEW(s) TO BE PERFORMED</b>					
<input checked="" type="checkbox"/> Building / Trades <input checked="" type="checkbox"/> Engineering <input type="checkbox"/> Arborist <input type="checkbox"/> Legal <input type="checkbox"/> Other					

#### IV. PERMIT PROPOSAL

##### A. RESIDENTIAL BUILDING – show most recent use

- ☐ One Family ☐ Detached Condominium - number of units \_\_\_\_\_  
☐ Attached Garage ☐ Detached Garage ☐ Other (describe) \_\_\_\_\_

##### B. NON-RESIDENTIAL BUILDING – show most recent use

- ☐ Church, Religious ☐ Public Utility ☐ Restaurant  
☐ Service Station ☐ School, Library, Educational ☐ Grocery  
☒ Office, Bank, Professional ☐ Store, Mercantile ☐ Other (describe) \_\_\_\_\_

C. PROPERTY – Describe proposal in detail The building currently houses a dental office.  
An addition is needed to enhance the flow of operations and  
to protect state of the art dental equipment

#### V. SELECTED CHARACTERISTICS FOR BUILDING PERMIT

##### A. PRINCIPAL TYPE OF FRAME

- ☐ Masonry, Wall Bearing ☒ Wood Frame ☐ Structured Steel  
☐ Reinforced Concrete ☐ Other (describe) \_\_\_\_\_

##### B. PRINCIPAL TYPE OF HEATING FUEL

- ☒ Gas ☐ Oil ☐ Electricity ☐ Coal ☐ Other \_\_\_\_\_

##### C. TYPE OF SEWAGE DISPOSAL

- ☒ Pressure Sewer System ☐ Septic System

##### D. TYPE OF WATER SUPPLY

- ☐ Public or Private Company ☒ Private Well or Cistern

##### E. TYPE OF MECHANICAL

- Will there be air conditioning? ☒ yes ☐ no Will there be an elevator? ☐ yes ☒ no

##### F. DIMENSIONS

First Floor (sq ft) 1107 EX + 264 NEW 1371 Garage / Accessory (sq ft) NA  
Second Floor (sq ft) 703 EX + 528 NEW 1231 Total Building Area (sq ft) 1701 inc. 330 SF Porch  
Basement (sq ft) 570 SF **FOOT PRINT**  
Total Land Area (sq ft) 18,486 SF

##### G. NUMBER OF OFF-STREET PARKING SPACES

Enclosed N.A. Outdoors 13 + 1 on Franklin Road

**VI. APPLICANT INFORMATION:**

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name: <b>Tiffany Danya Franklin Investment LLC: Prop. Man.</b>		Telephone No. <b>248-914-1551</b>	
Address: <b>32767 Franklin Rd</b>	City: <b>Franklin</b>	State: <b>MI</b>	ZIP: <b>48025</b>
Federal ID no. (if applicable)			

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section

*William J. Finnicum* for Marc Danya!

Signature of Applicant

**August 23, 2021**  
Application Date

**VII. FOR INTERNAL USE ONLY**

	REQUIRED	APP / REJ	DATE	BY
A ~ BUILDING PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
B ~ CULVERT PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C ~ FENCE PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
D ~ FLOODPLAIN PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
E ~ LANDFILL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
F ~ SOIL EROSION PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G ~ TREE REMOVAL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
H ~ WETLANDS PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
I ~ HISTORIC DISTRICT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
J ~ ZONING BOARD **	<input type="checkbox"/> Yes <input type="checkbox"/> No			

\*\* Zoning District \_\_\_\_\_ Required Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_  
Proposed Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

**VIII. VALIDATION**
**DATE STAMP**

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

### HISTORIC DISTRICT CHECKLIST

#### 14 COPIES EACH OF THE FOLLOWING:

- ☒ Completed Permit Application
  - ☒ Proof of ownership (ie: copy of title insurance policy)
  - ☐ Homeowner's Permit requires signed and dated Home Owner's Affidavit on file
  - ☐ Builder's Registration – copy builder's license and driver's license on file
- ☒ Copy of certified plot plan indicating:
  - ☒ Dimensions of all property lines – indicate any easements
  - ☒ Dimensions of existing and proposed work
  - ☒ Setback dimensions of all yards
  - ☒ Notation of any historic or natural resources on site
  - ☒ Location of well and septic system
- ☒ A descriptive text of the proposed work to be done
- ☒ Application complies with Zoning Ordinance requirements?
  - ☒ yes
  - ☐ no – complete Zoning Appeals Application for review
- ☒ Photographs of the existing conditions and/or structures being considered
- ☒ Provide detail drawings, moldings, profiles, color samples, materials (etc.) to be used
- ☐ Such further information as the Commission or Building Official may require

\* conceptual approval is being sought. color, lighting, landscaping will be requested at a later date.

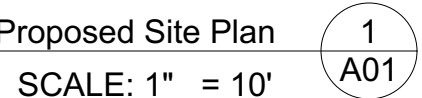
#### PLEASE NOTE:

- Applicant must be present at Historic District Commission meeting
- Permits must be obtained after Historic District Commission approval
- Applicant shall be responsible for 100% of all consultant fees incurred by the Village PLUS a 10% administration fee.

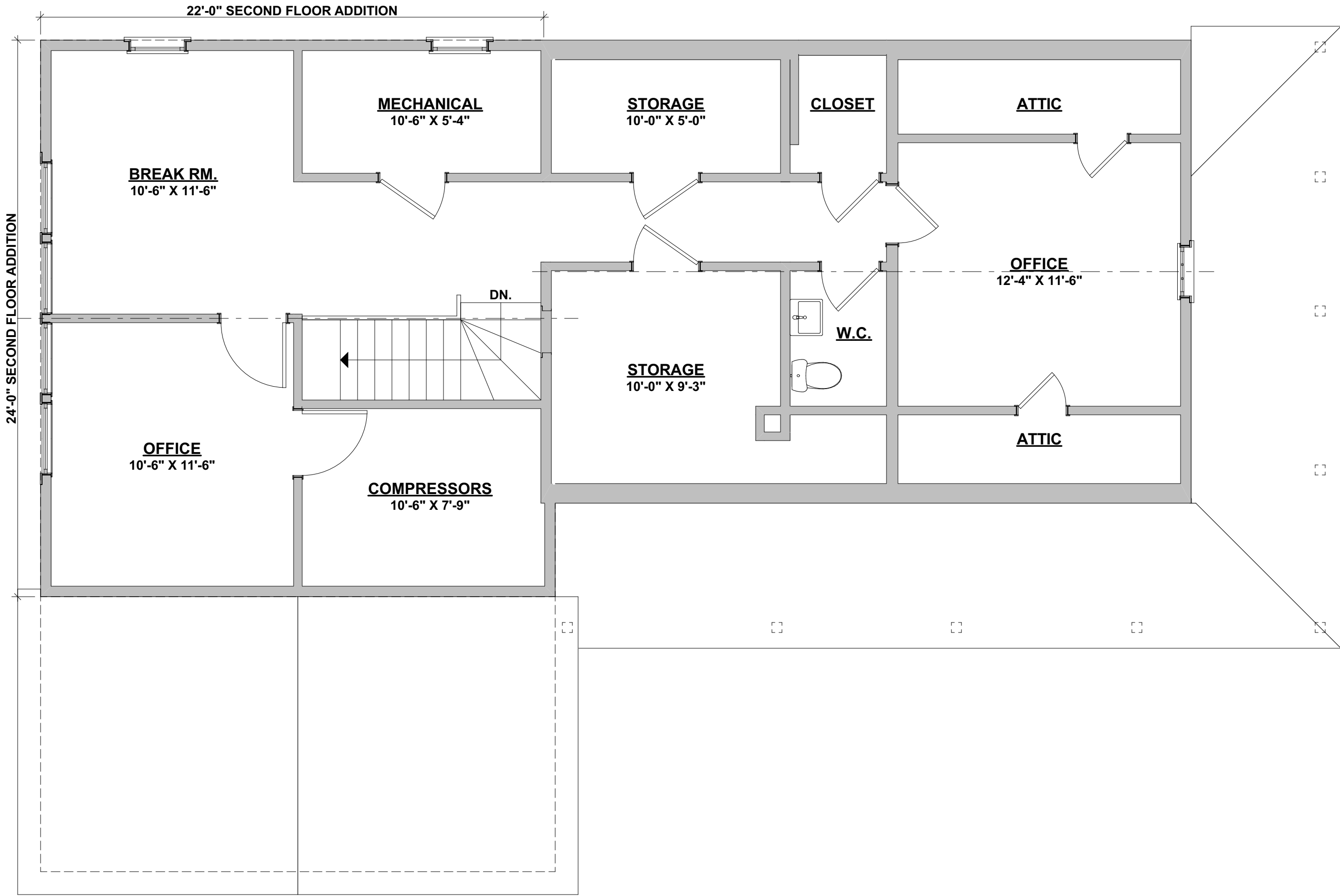
PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

Site Plan - Proposed

# A01

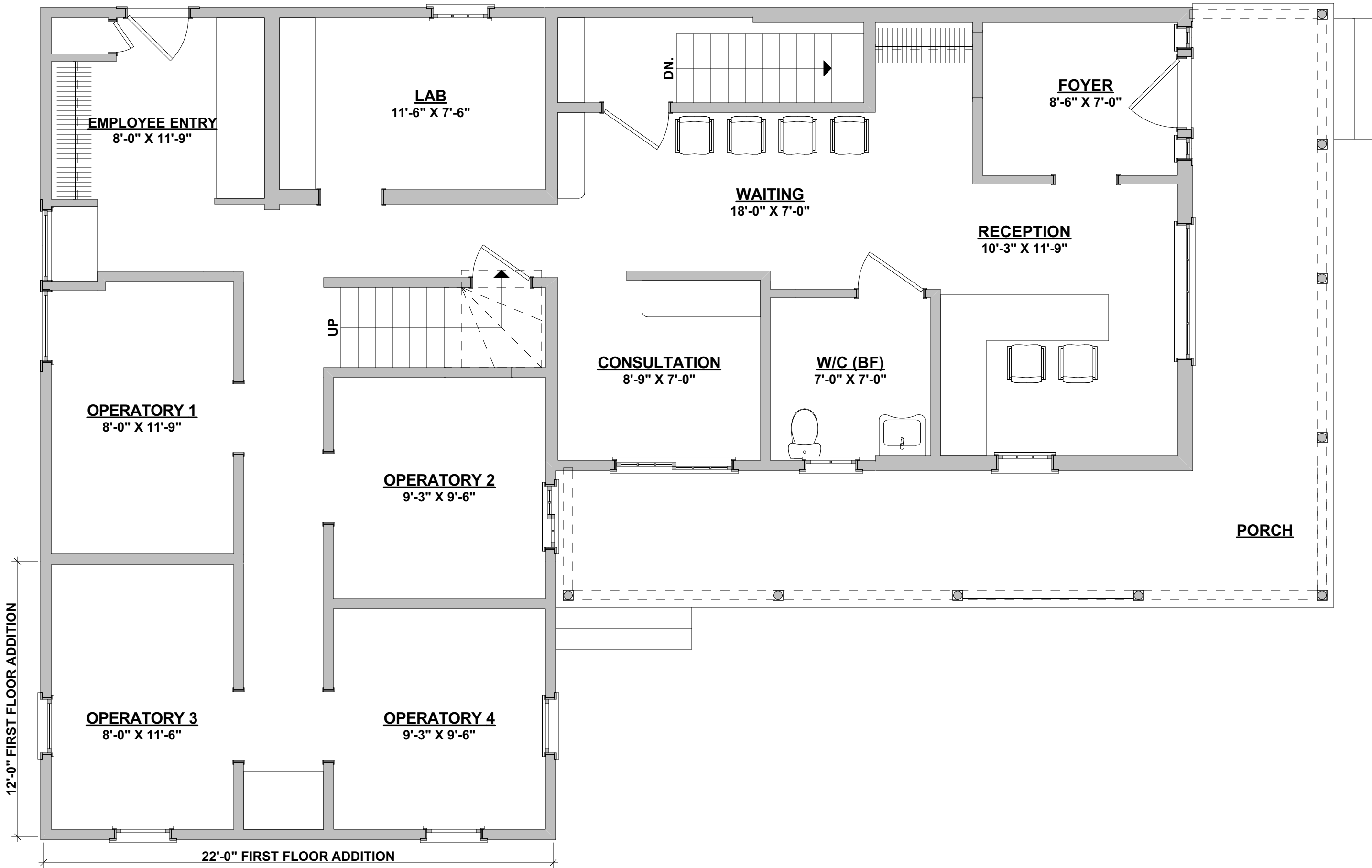


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Second Floor Plan - Proposed  
SCALE: 1/4" = 1'-0"

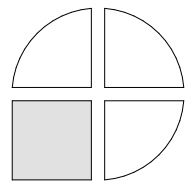
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A02



First Floor Plan - Proposed  
SCALE: 1/4" = 1'-0"

1  
A02

HDC: 08-27-2021

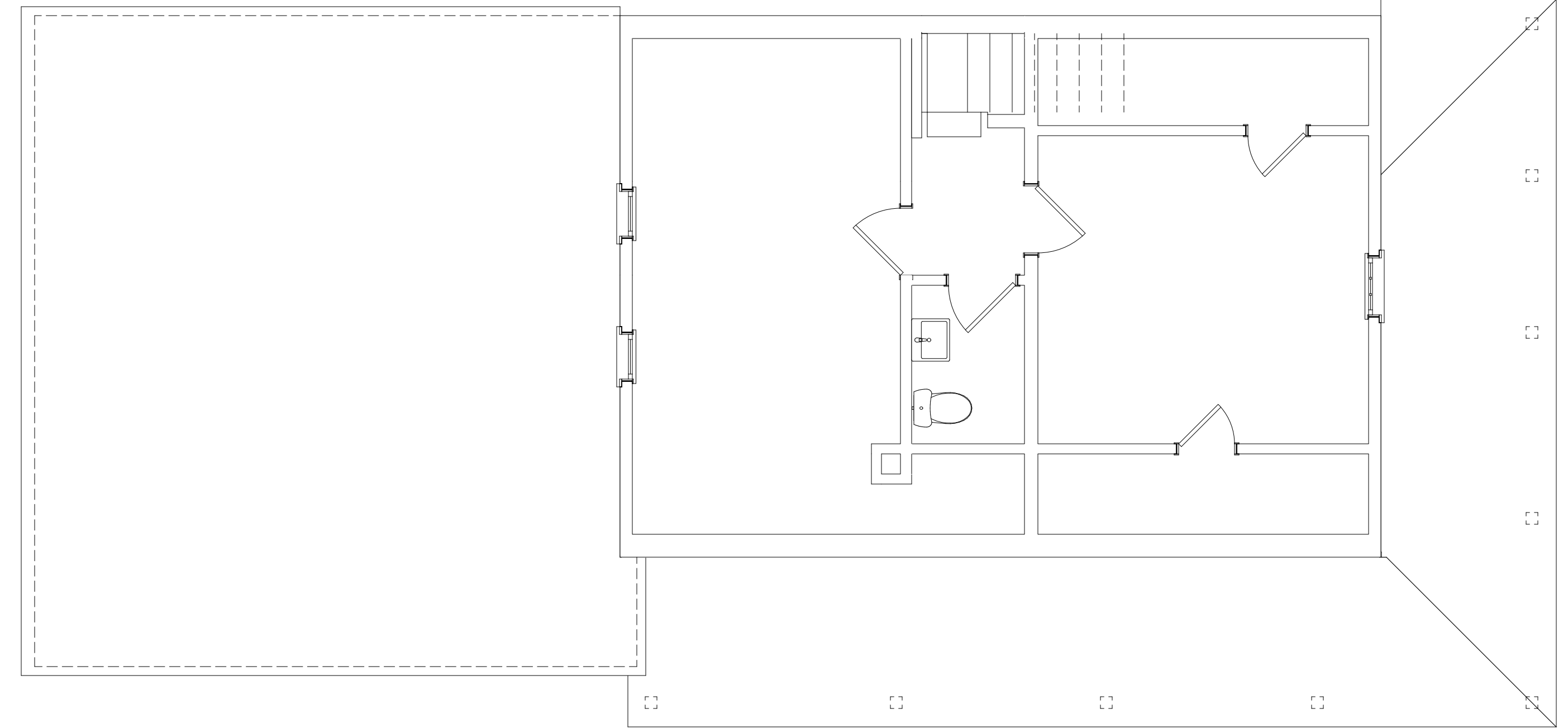
  
**FINNICUM  
BROWNLIE  
ARCHITECTS**  
PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

PROJECT:  
**DANYAL**  
32767 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

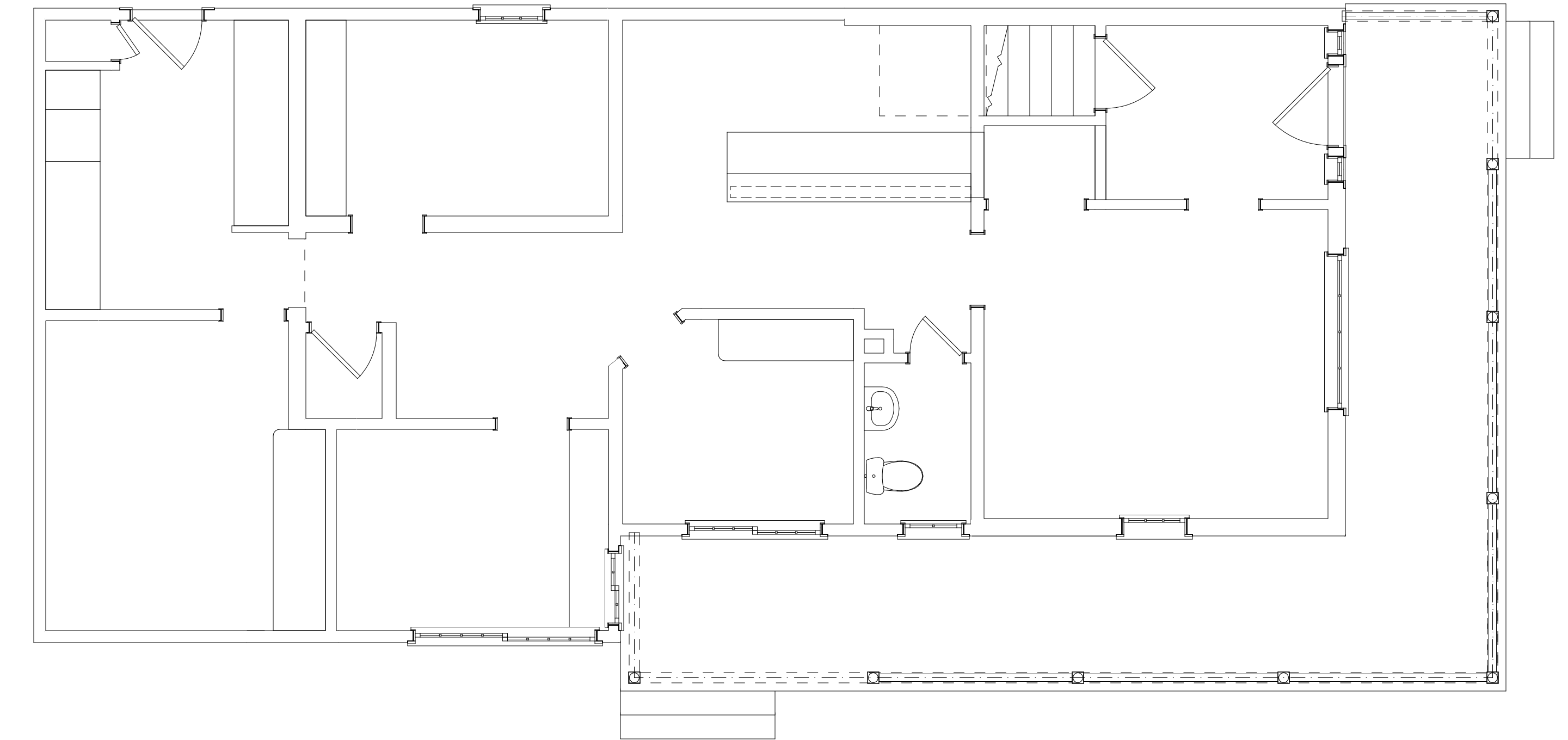
TITLE:  
Floor Plans - Proposed

SHEET NO.

**A02**



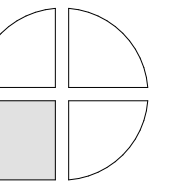
Second Floor Plan - Existing  
SCALE: 1/4" = 1'-0"



First Floor Plan - Existing

SCALE: 1/4" = 1'-0"

1  
A02.1



**FINNICUM  
BROWNLIE  
ARCHITECTS**

PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

**DANYA**

**DANYAL**  
32767 FRANKLIN R  
FRANKLIN, MICHIG

Floor

Floor Plans - Existing

SHEET NO.

## A02.1

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South Elevation - Proposed  
SCALE: 1/4" = 1'-0"

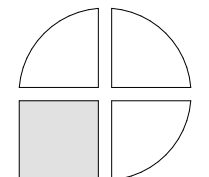
2  
A03



East Elevation - Proposed  
SCALE: 1/4" = 1'-0"

1  
A03

HDC: 08-27-2021

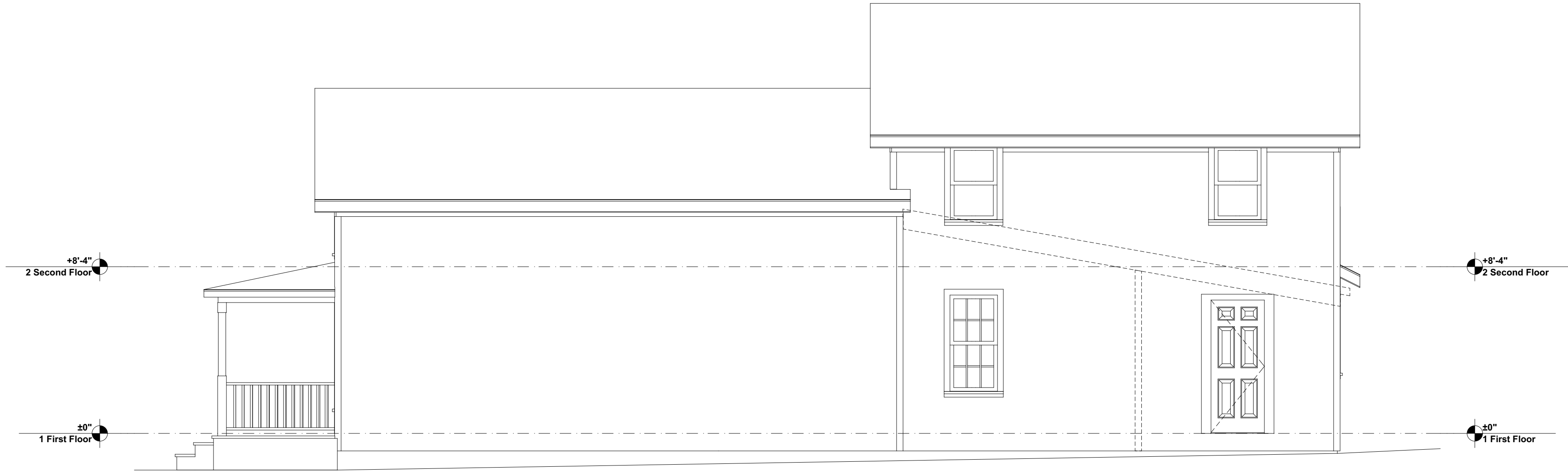
  
**FINNICUM  
BROWNIE  
ARCHITECTS**  
PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

PROJECT:  
**DANYAL**  
32767 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

TITLE:  
**Exterior Elevations - Proposed**

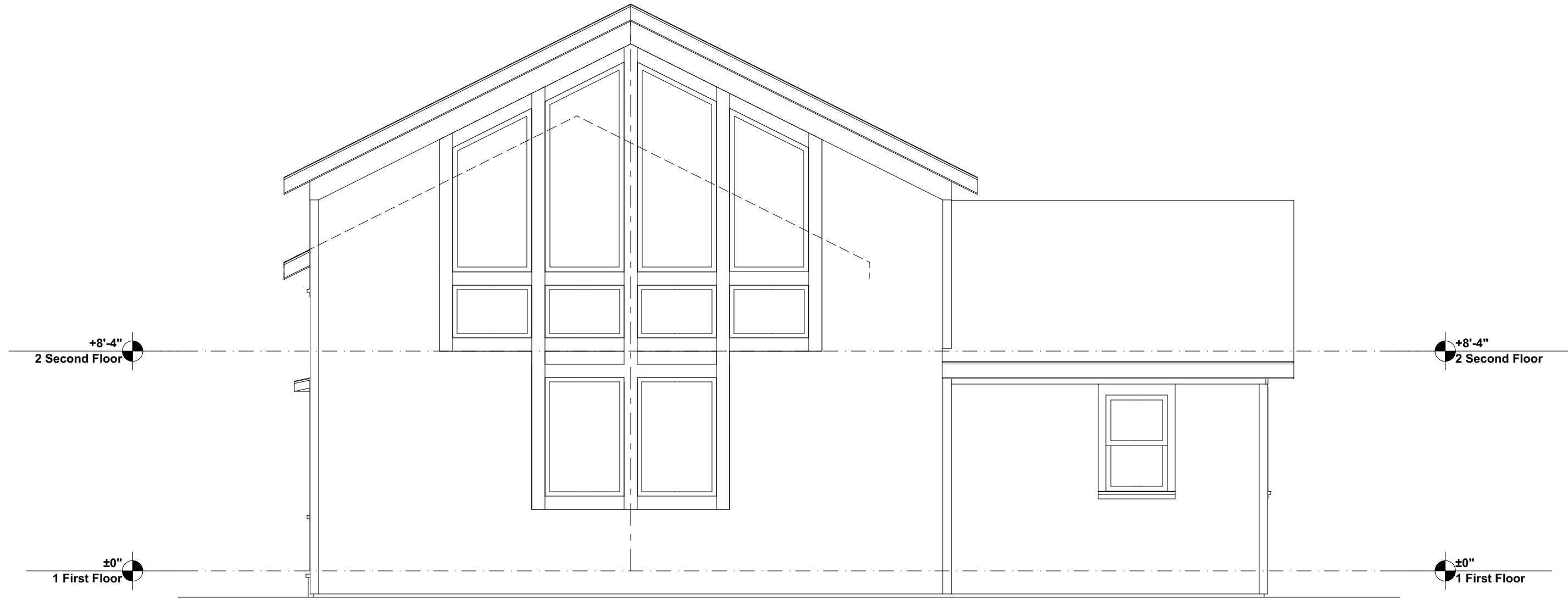
SHEET NO.  
**A03**

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North Elevation - Proposed  
SCALE: 1/4" = 1'-0"

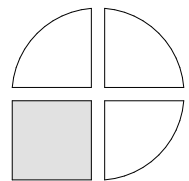
2  
A04



West Elevation - Proposed  
SCALE: 1/4" = 1'-0"

1  
A04

HDC: 08-27-2021



**FINNICUM  
BROWNIE  
ARCHITECTS**

PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

PROJECT:

**DANYAL**  
32767 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

TITLE:

**Exterior Elevations - Proposed**

SHEET NO.

**A04**



## **Historic District Commission Narrative:**

32767 Franklin Road

August 23, 2021

For decades, the frame structure at 32767 Franklin Road has served as a dental office. It is a modest one and one-half story Greek Revival distinguished by a porch which wraps it on the east and south sides. Originally constructed as a residence for a family of nine by Peter Van Every in 1835. A one-story shed-roofed addition was built to the rear in the mid-twentieth century. On the first floor, the original structure has a foyer-reception-waiting area, one small bathroom, four operatories (exam rooms), and a laboratory/employee entrance. A partial second floor that accommodates an office shared by the dentists, a small staff breakroom/storage room and a bathroom. It also has a shallow basement packed with mechanical equipment.

The proposed additions are intended to enhance the flow of operations for the comfort and safety of patients and the protect the state-of-the-art dental equipment.

The first-floor addition of 12FT x 22FT will provide space to relocate the stairs to the second floor, replacing the existing stairs which are dangerously steep and have low headroom. It also enables the laboratory to be separated from the employee entrance, isolating it to ensure cleanliness. The 4 operatories will be slightly enlarged and a small consultation room will be added. The bathroom is to be enlarged to ADA compliance. Additionally, convenient access to the basement will be provided to replace the floor hatch behind the reception desk.

A second-floor addition of 24FT x 22 FT, directly above the shed-roofed area, will provide an additional office to eliminate the need for dentists to share space. A dedicated area for a staff breakroom will also be provided. The office and the breakroom will be located in the new addition because windows can be placed in the west wall. The existing second-floor north and south knee walls are just 44 IN high, too low for windows and, therefore, undesirable for inhabited space. The window-less central portion of the second-floor will be used for much needed storage and mechanical equipment. The need for mechanical space is crucial to safely house the sensitive electronic data and dental equipment essential to the operations. Currently these are housed in the basement and were severely damaged due to flooding during this summer's storms.

The two additions are designed to respect the original historic resource. The roof of the second-floor addition is raised 2FT higher than the original structure in order to provide usable space and north-south facing windows. The

higher roof is subordinate to the historic resource because it is fully behind the house, is comfortably concentric with the existing roof, and is smaller than its footprint. The first-floor addition has a shed roof leaning against the new second floor. The volumetric development has the natural appearance of having evolved over a long period. Both new forms will be wood framed and clad in Hardy-Plank six-inch exposure siding to distinguish the additions from the original. Other distinguishing characteristics will be simplified trim, larger areas of glass on the west wall, windows proportioned to the original on the addition's north and south walls with plain glass (no mullions). Painting the new additions a different color than the existing historic resource is also being studied and will be brought back to the HDC for separate review.

The dental office structure shares its property with two additional structures: an unoccupied two-story weathered wood barn and a one-story structure with a loft that is currently used as a repair facility for dental tools. Both structures are currently undergoing much-needed repairs to stabilize them while the owner determines the best long-term use of each. The ultimate goals are to improve the entire property and optimize the use of all three buildings. The enhancement of the dental office is the first and largest piece of the puzzle.



EAST



NORTH



SOUTH



WEST



CONTEXT FROM NE



BARN



REPAIR SHOP



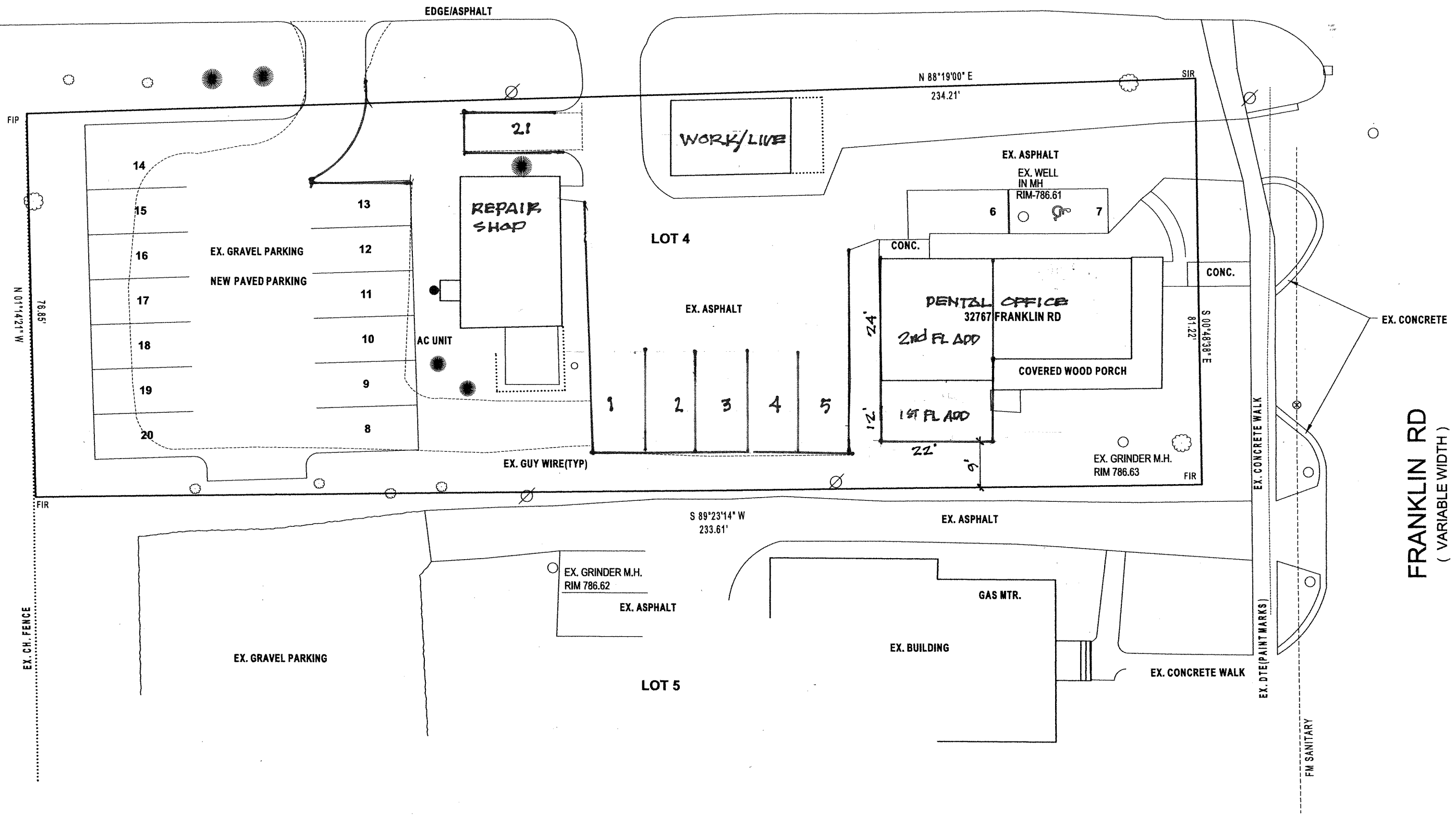
EVELYN CT.  
( 60 FT WD )

PRELIM SITE: 07-29-2021



**FINNICUM  
BROWNIE  
ARCHITECTS**

PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022



FRANKLIN RD  
( VARIABLE WIDTH )

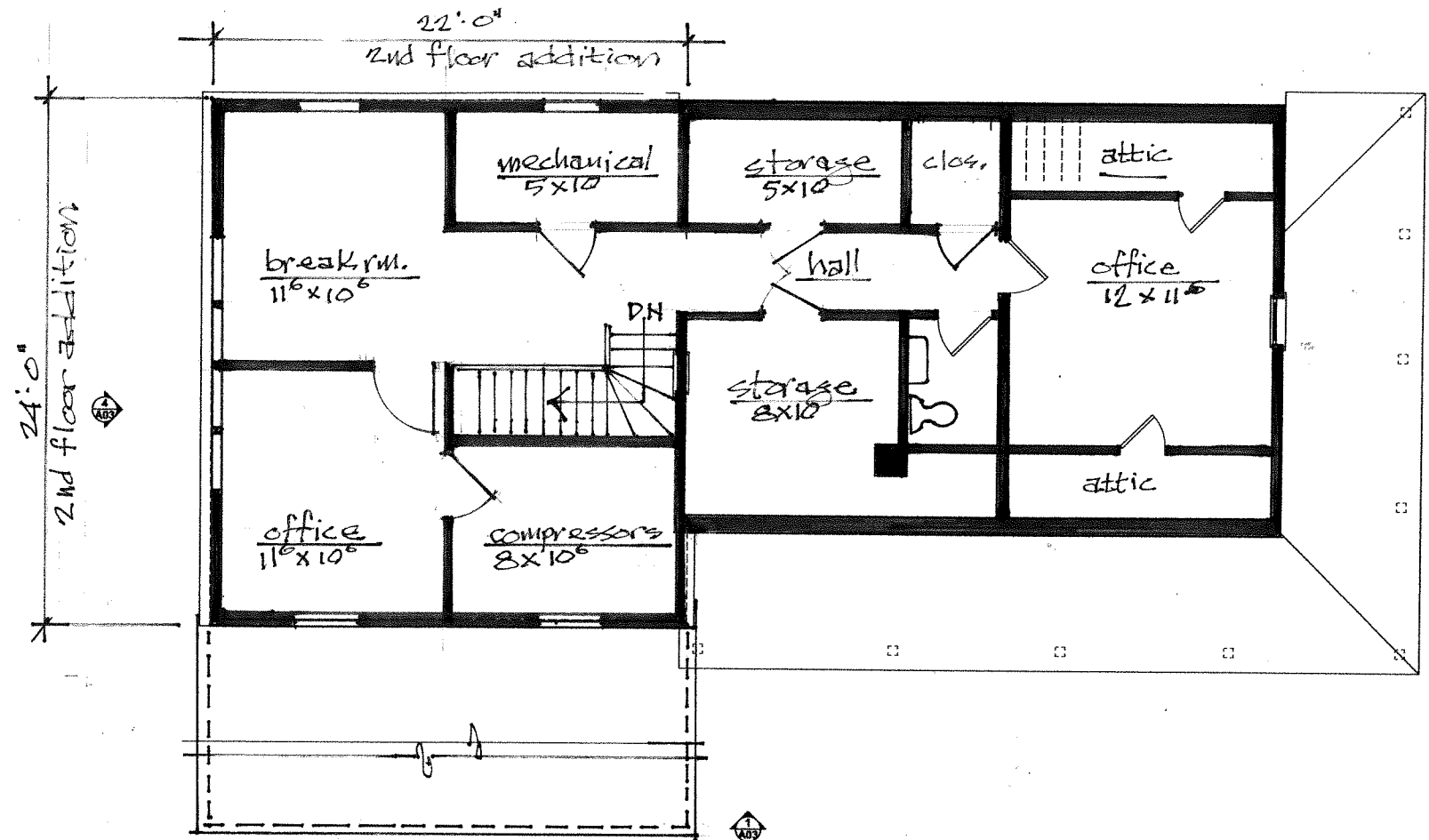
PROJECT:  
**DANYAL**  
32767 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

TITLE:  
**SITE PLAN** *PROPOSED*

Site Plan  
SCALE: 1" = 10'

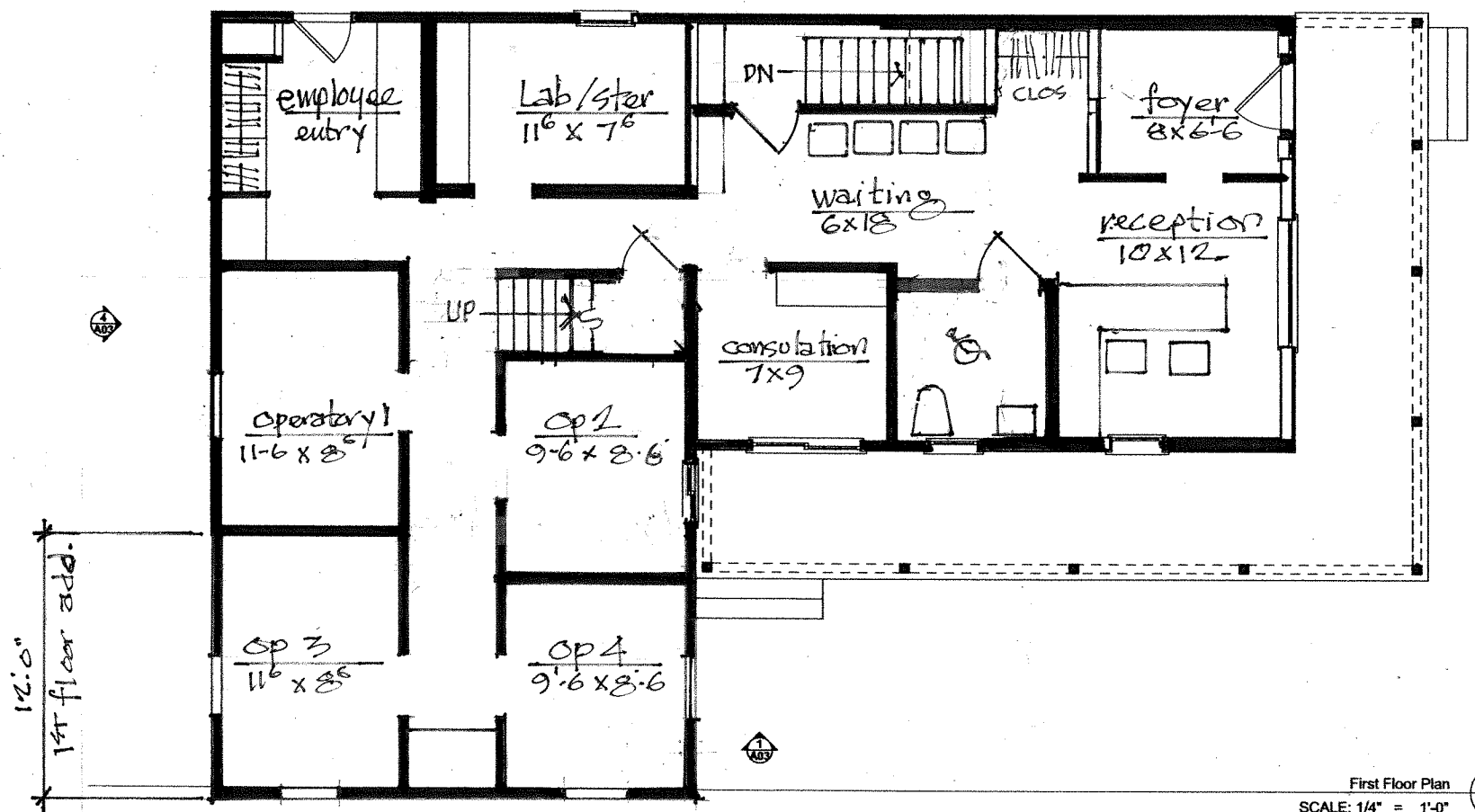
1  
01

SHEET NO.  
**01**



Second Floor Plan  
SCALE: 1/4" = 1'-0"

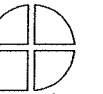
2  
A02



First Floor Plan  
SCALE: 1/4" = 1'-0"

1  
A02

EC: 08-16-2021



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BROWNLIE  
ARCHITECTS**

PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

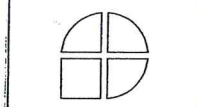
PROJECT:  
**DANYAL**  
32787 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

TITLE:  
Floor Plans-Office PROPOSED

SHEET NO.

**A02.1**

EC: 08-16-2021



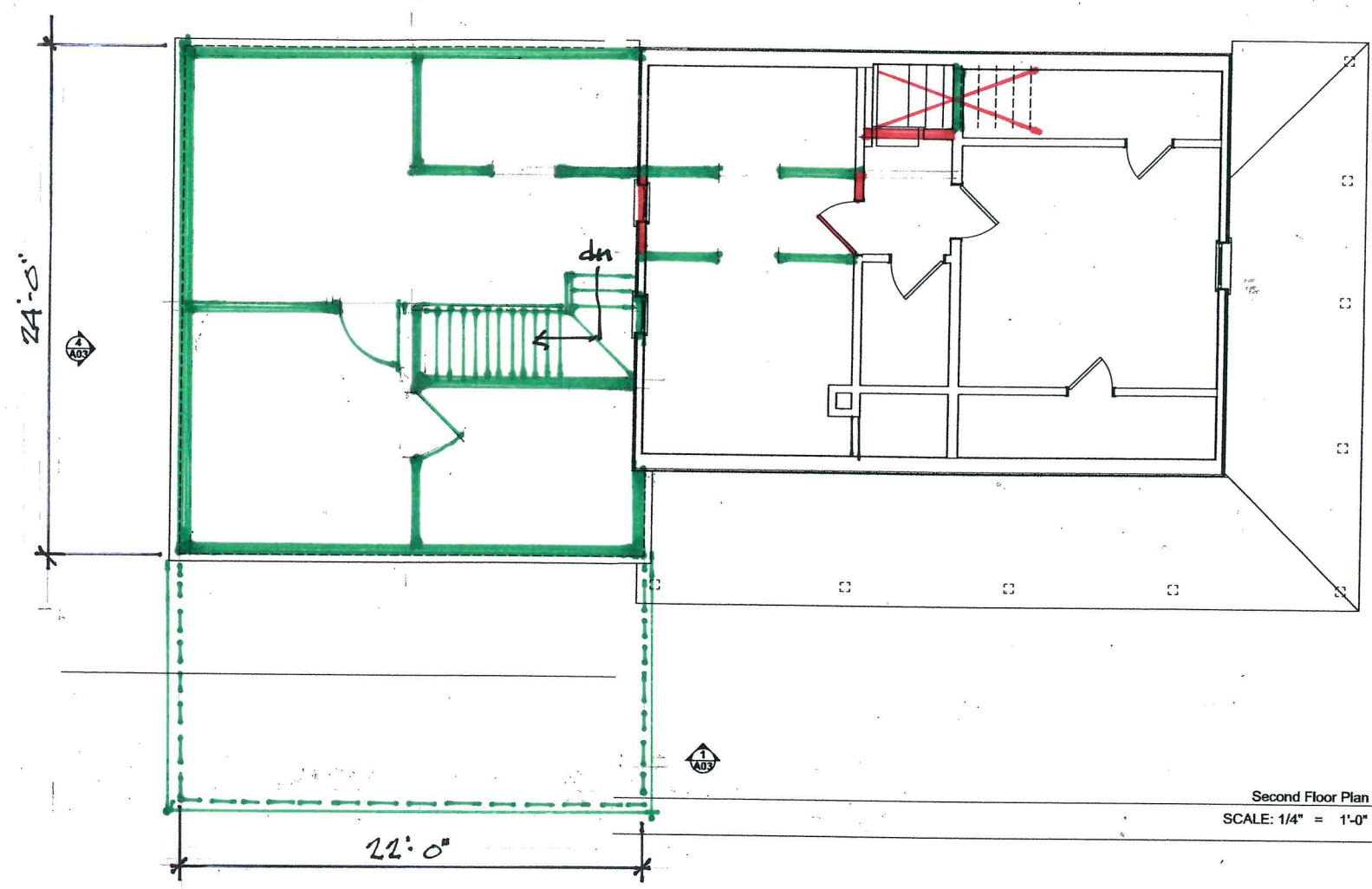
**FINNICUM  
BROWNLIE  
ARCHITECTS**

PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

PROJECT: **DANYAL**  
32767 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

TITLE: **Floor Plans-Office** *PROPOSED*

SHEET NO.  
**A02.2**

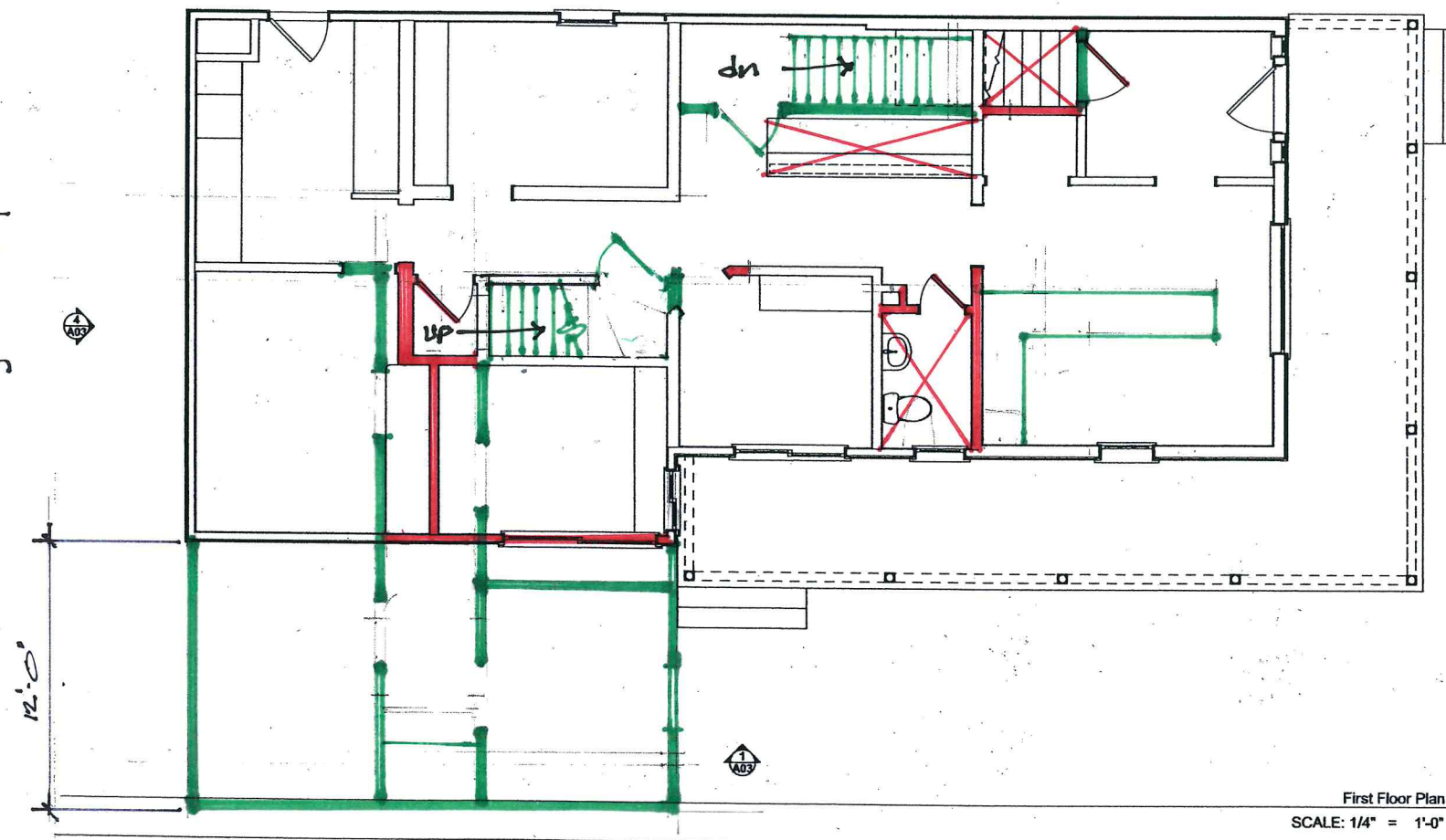


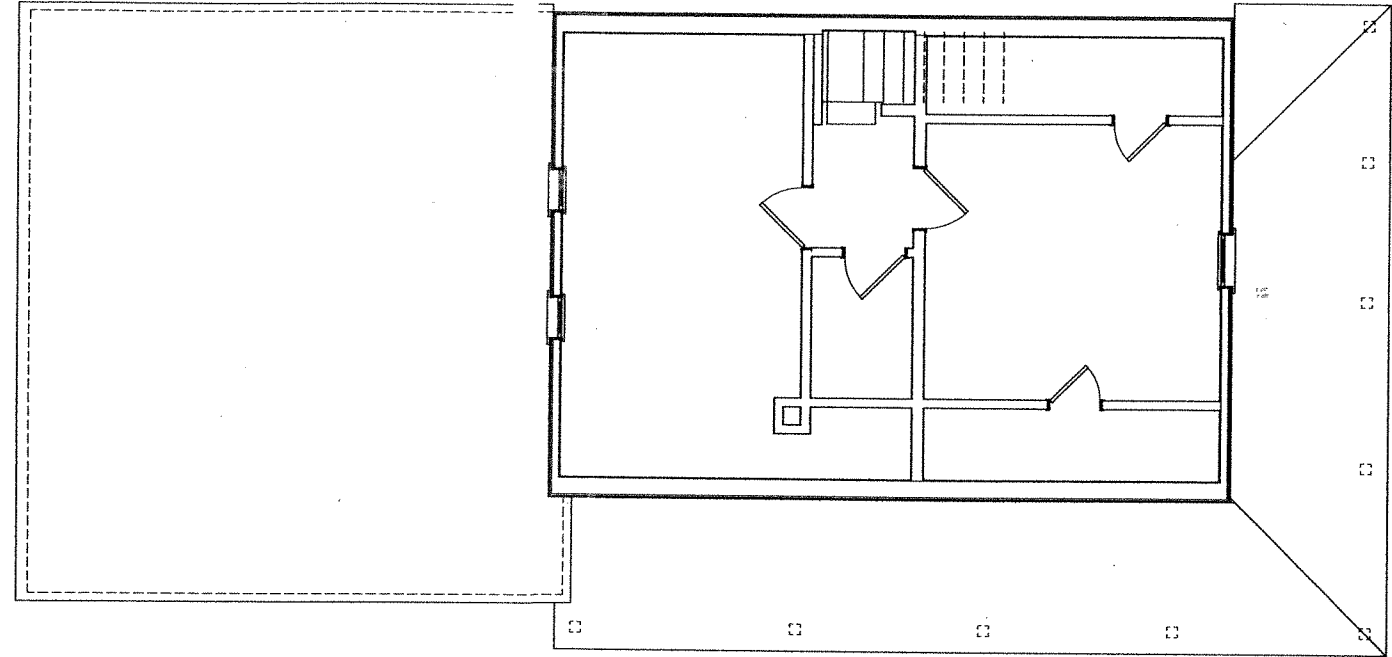
**KEY:**

== existing to remain

— demolition

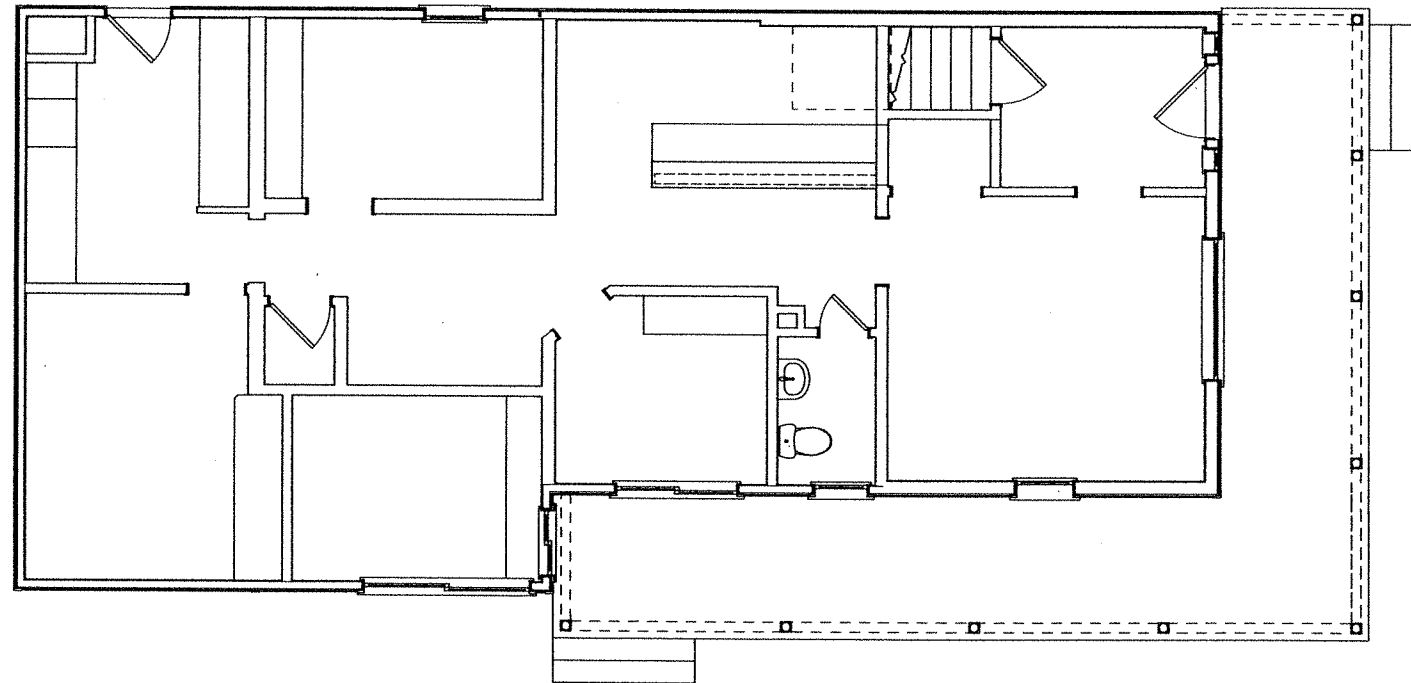
— new construction





Second Floor Plan  
SCALE: 1/4" = 1'-0"

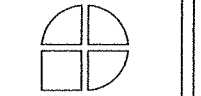
2  
A02



First Floor Plan  
SCALE: 1/4" = 1'-0"

1  
A02

EC: 08-16-2021



**FINNICUM  
BROWNLIE  
ARCHITECTS**

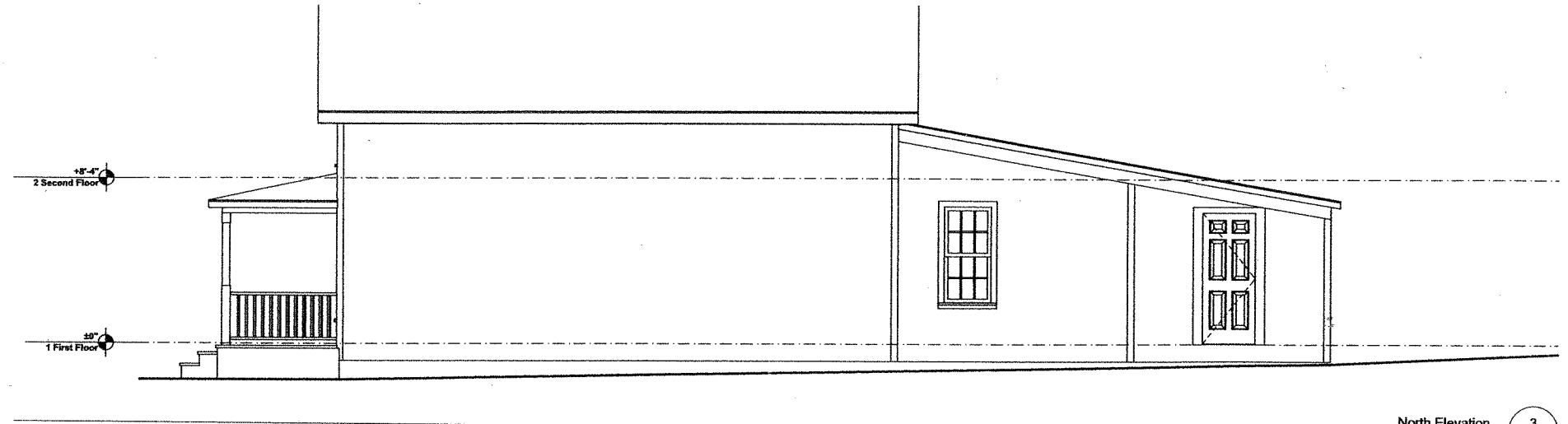
PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

PROJECT:  
**DANYAL**  
32767 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

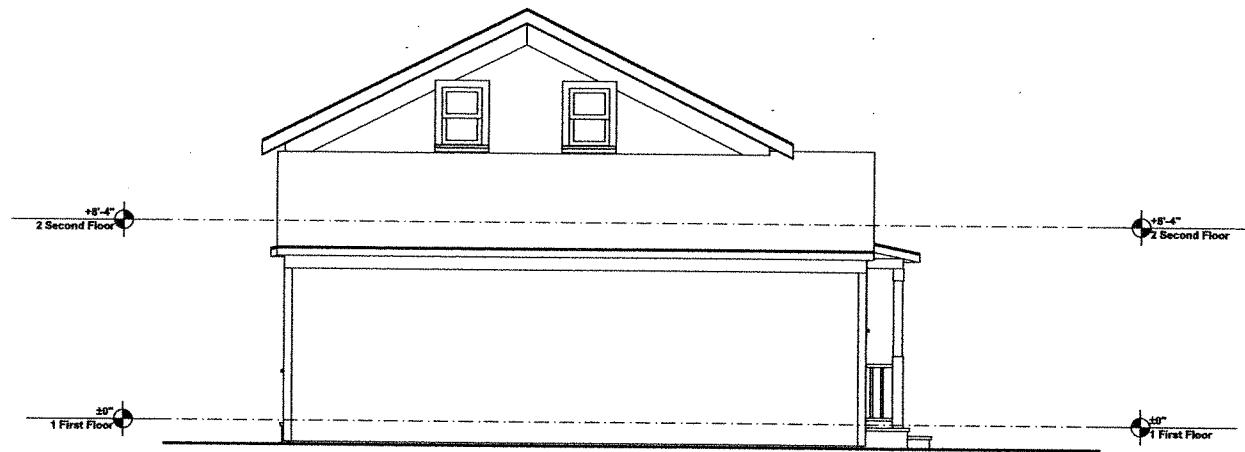
TITLE:  
Floor Plans-Office *EXISTING*

SHEET NO.

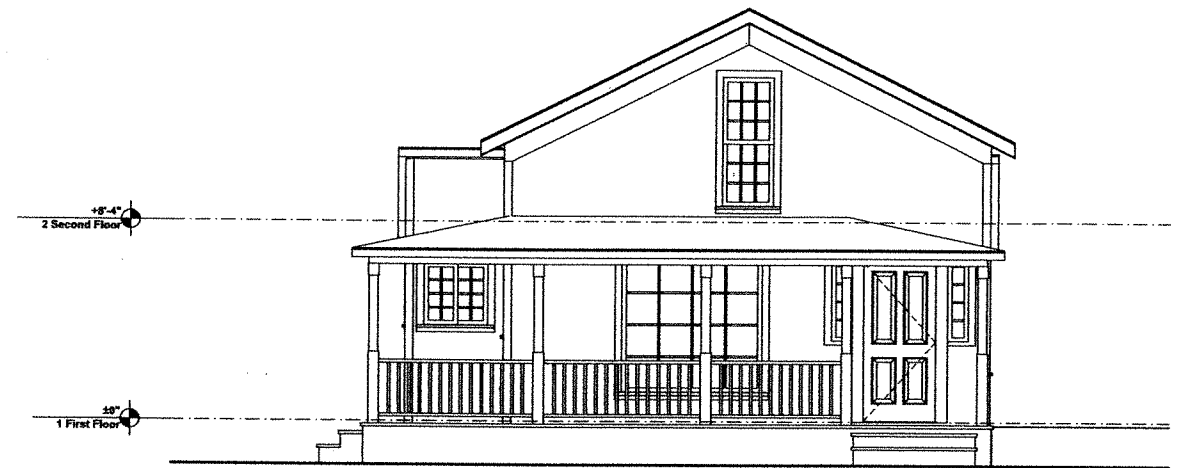
**A02**



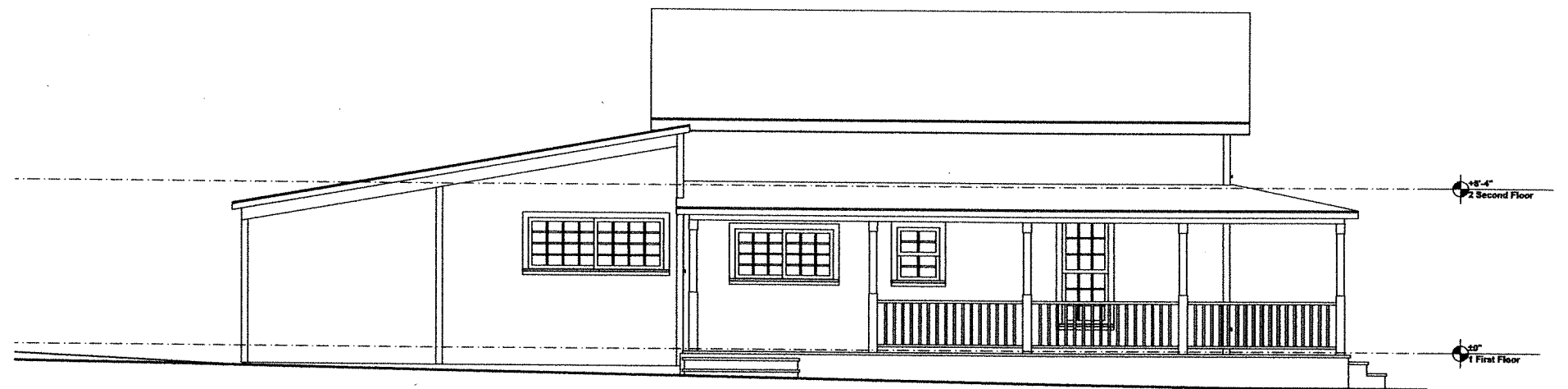
North Elevation 3  
SCALE: 1/4" = 1'-0" A03



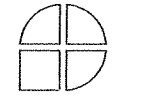
West Elevation-Office 4  
SCALE: 1/4" = 1'-0" A03



East Elevation-Office 2  
SCALE: 1/4" = 1'-0" A03



South Elevation 1  
SCALE: 1/4" = 1'-0" A03



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FRANKLIN, MI 48025  
248 851 5022

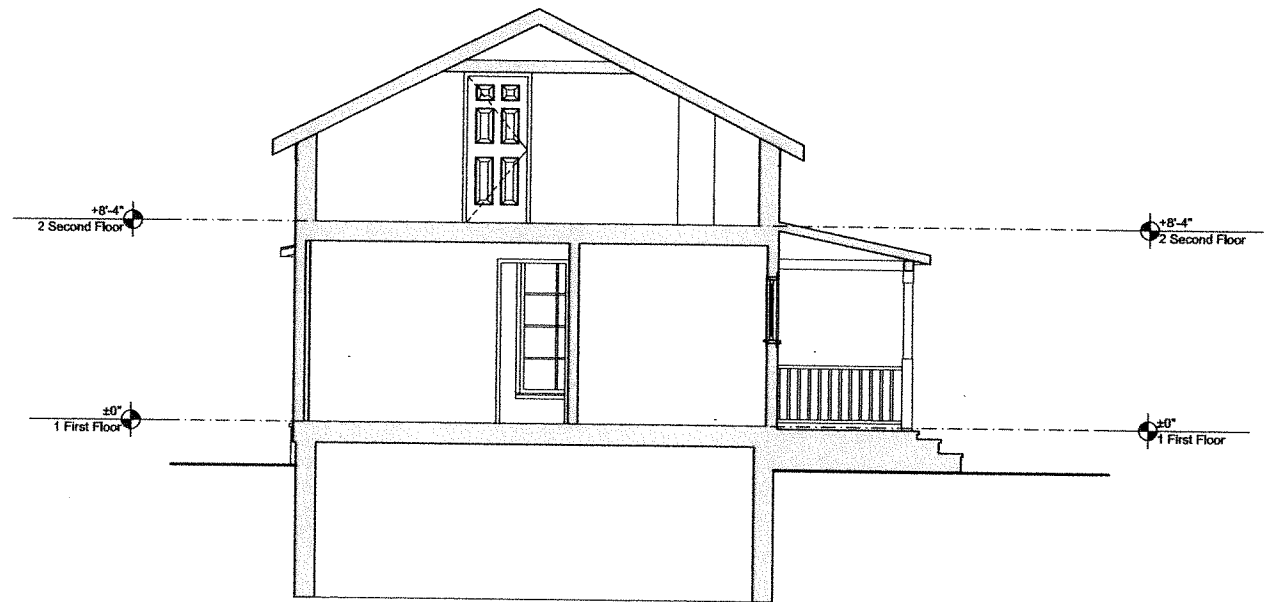
PROJECT:  
**DANYAL**  
32767 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

TITLE:  
**EXISTING**

Exterior Elevations-Office

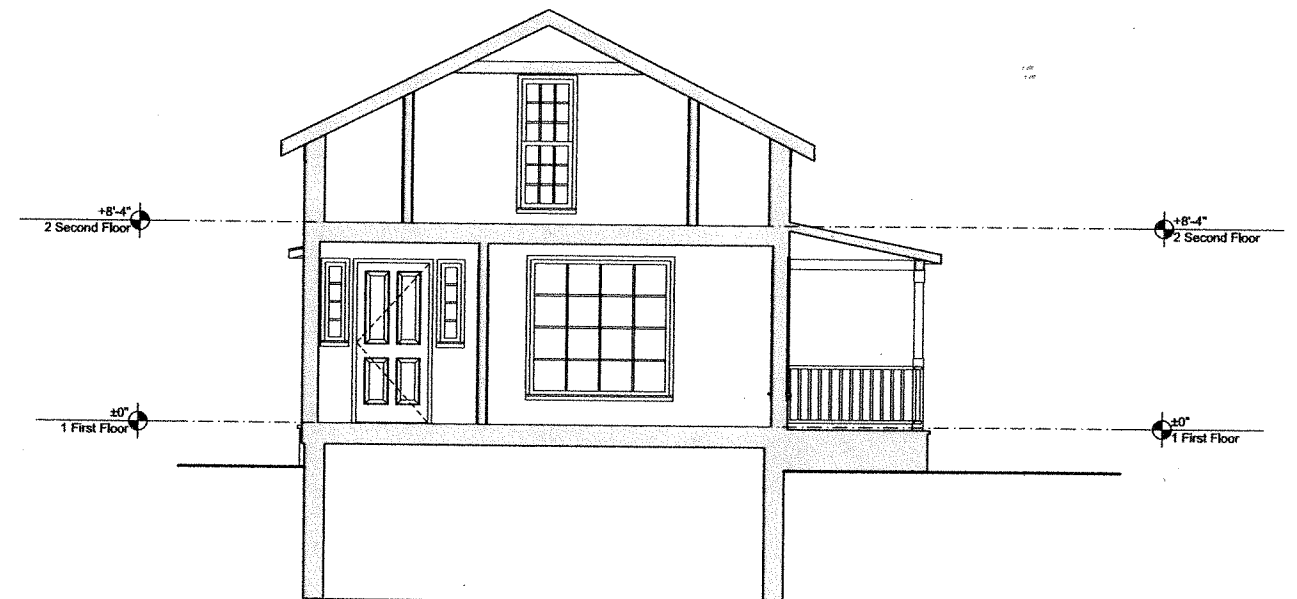
SHEET NO.

**A03**



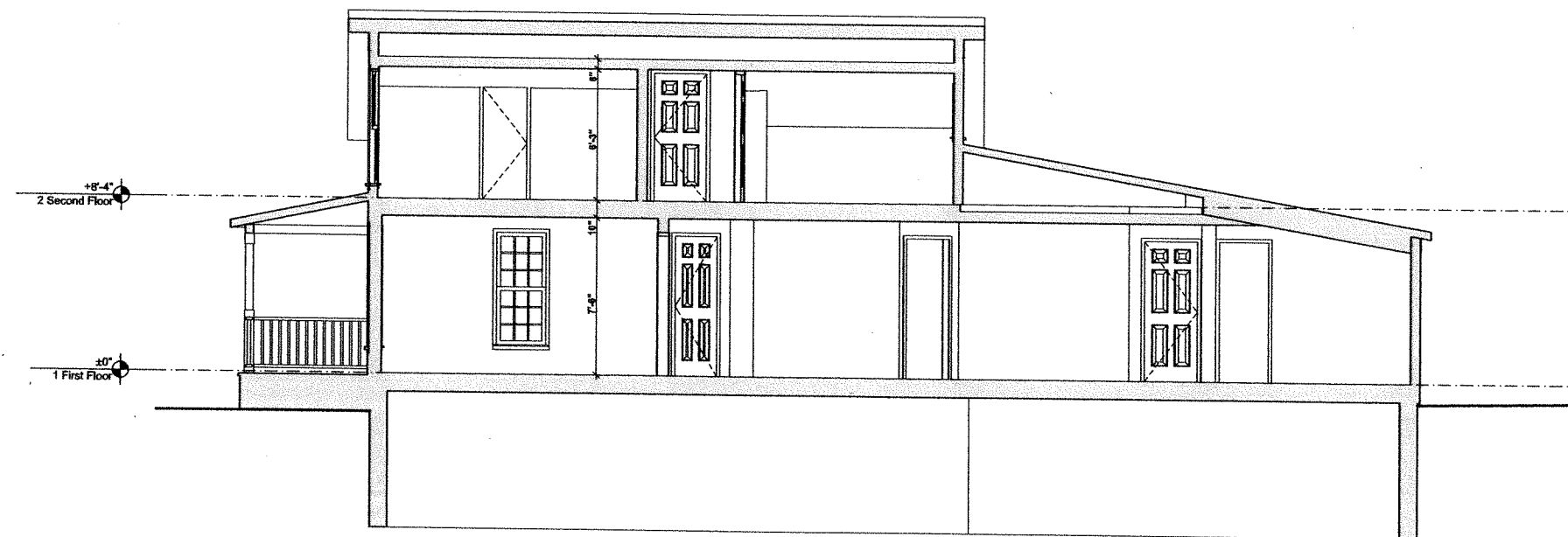
Building Section C  
SCALE: 1/4" = 1'-0"

3  
A04



Building Section B  
SCALE: 1/4" = 1'-0"

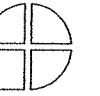
2  
A04



Building Section A  
SCALE: 1/4" = 1'-0"

1  
A04

EC: 08-16-2021



**FINNICUM  
BROWNIE  
ARCHITECTS**


PO Box 250650  
FRANKLIN, MI 48025  
248 851 5022

PROJECT:  
**DANYAL**  
32767 FRANKLIN ROAD  
FRANKLIN, MICHIGAN

TITLE:  
Building Sections-Dentist Office *EXISTING*

SHEET NO.

**A04**

	<b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b>
<b>Owner's Policy</b>		ISSUED BY <b>First American Title Insurance Company</b>  POLICY NUMBER <b>5011400-2600365e</b>

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 Section 18 of the Conditions.

#### COVERED RISKS

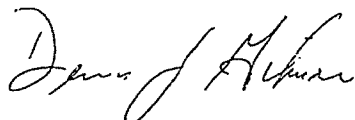
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk 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) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) 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 failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

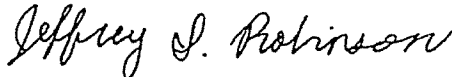
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

#### First American Title Insurance Company



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

#### For Reference:

File #: 113306C

#### Issued By:

Title Partners, LLC  
17187 N. Laurel Park Drive, Suite 450  
Livonia, MI 48152

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) 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 Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly 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) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at 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 Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.

- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or 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 INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected 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 the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, 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, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall 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 shall have 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 stated causes of action. It shall not be 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 those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, 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 shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever 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 of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so 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. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in 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 the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters 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 Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. 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 this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

In case of a claim under this policy, the Company shall have 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 together with 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, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or 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 other parties for or in the name of an Insured Claimant any claim insured against 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; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with 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 of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be 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.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall 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 Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights 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 or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit 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. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

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

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its 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 within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

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, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

# OWNER'S POLICY OF TITLE INSURANCE

Issued by

*First American Title Insurance Company*

## SCHEDULE A

File No.: 113306C

Policy No.: 5011400-2600365e

Issued with Policy No. 5011300-3242601e

Address Reference: 32767 Franklin Road, Franklin, MI 48025

Amount of Insurance: \$400,000.00

Premium: \$1,686.25

Date of Policy: October 31, 2019, at 2:00pm

1. Name of Insured:

**Tiffany Danyal Franklin Investment, LLC**

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

**Fee Simple**

3. Title is vested in:

**Tiffany Danyal Franklin Investment, LLC**

4. The Land referred to in this policy is described as follows:

**Lot 4, of Supervisor's Plat No. 8, as recorded in Liber 46, Page 25 of plats, Oakland County Records.**

*Sanantha J. Page*

By: \_\_\_\_\_

**Title Partners, LLC**

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*ALTA Owner's Policy (6-17-06)*  
*Schedule A*

AMERICAN  
LAND TITLE  
ASSOCIATION



# OWNER'S POLICY OF TITLE INSURANCE

Issued by

*First American Title Insurance Company*

## SCHEDULE B

File No.: 113306C

Policy No.: 5011400-2600365e

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Interest of others in oil, gas and mineral rights, if any, *whether or not* recorded in the Public Records.
7. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under that may be produced from the captioned land.
8. Any defect, liens, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of Schedule B, Part I - Requirements are met.
9. Loss or damage sustained as a result of the failure to provide evidence of value for subject property.
10. Terms and conditions of Memorandum and Notice of Easement as recorded in Liber 13151, Page 16, Oakland County Records.
11. Building and Use Restrictions, as recorded in Liber 622, Page 422, and in Liber 2210, Page 429, and in Liber 2602, Page 642, and in Liber 4185, Page 179, which are not accompanied by a right of reverter, but deleting covenants, conditions or restrictions indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 U.S.C. 3604 (C).
12. Rights of tenants under unrecorded leases.
13. Mortgage for the sum of \$360,000.00, executed by Tiffany Danyal Franklin Investment, LLC, a Michigan

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*ALTA Owner's Policy (6-17-06)*  
*Schedule B*

AMERICAN  
LAND TITLE  
ASSOCIATION



**SCHEDULE B**  
Continued

limited liability company to JPMorgan Chase Bank, N.A., and recorded November 20, 2019 in Liber 53530, Page 827 in the Oakland County Records.

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*ALTA Owner's Policy (6-17-06)*  
*Schedule B*





*First American Title™*

## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES  
held by the state or any individual against the within description  
and all TAXES on same are paid for five years previous to the  
date of this instrument as appears by the records in the office  
except as stated.  
Reviewed By: SR

Nov 20, 2019

5.00 E-FILE

Sec. 135, Act 206, 1893 as amended  
ANDREW E. MEISNER, County Treasurer

Not Examined

LIBER 53530 PAGE 825  
\$21.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
\$5.00 AUTOMATION  
\$3,440.00 TRANSFER TX COMBINED  
11/20/2019 06:50:48 PM RECEIPT# 143283  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

STATE OF  
MICHIGAN

OAKLAND  
11/20/2019  
143283



REAL ESTATE  
TRANSFER TAX

S440.00 CO  
S3,000.00 ST  
001240365



## WARRANTY DEED

(Page One of a Two Page Warranty Deed)

The Grantor, Ten-Tist Corporation  
Whose Address is 4152 Sashabaw Road, Waterford, MI 48329

Conveys and warrants to Tiffany Danyal Franklin Investment, LLC  
Whose Address is 2730 Chamwood Drive, Troy, MI 48098

The following described premises situated in the Village of Franklin, Oakland County, State of Michigan:

Lot 4, of Supervisor's Plat No. 8, as recorded in Liber 46, Page 25 of plats, Oakland County Records.

More commonly known as: 32767 Franklin Road, Franklin, MI 48025

Tax Item No.: 24-06-203-012

For the Sum of \$400,000.00 Four Hundred Thousand and 00/100 Dollars

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Subject to building and use restrictions easements and zoning ordinances of record, if any.

Dated: October 31, 2019

Signed:

Ten-Tist Corporation

By: David A. Wright, Its President

State of Michigan}

County of Oakland}

This foregoing instrument was acknowledged before me this 31st day of October, 2019 by Ten-Tist Corporation, by David A. Wright, President

Notary Public

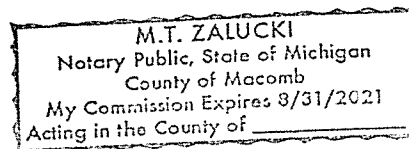
County,

My Commission Expires:

Drafted by: David A. Wright  
32767 Franklin Road, Franklin, MI 48025

Return to: Grantee  
32767 Franklin Road, Franklin, MI 48025

File No.: 113306C



Oakland



# HISTORIC DISTRICT APPLICATION

INSPECTIONS . . . . . (248) 626-1601

DATE STAMP

RECEIVED

AUG 09 2021

VILLAGE OF FRANKLIN, MI

32325 Franklin Rd • Franklin MI 48025-1199 • Phone (248) 626-9666 • Fax (248) 626-0538

The undersigned hereby applies for a permit to (describe project)

Barn Renovation

Current market value of project \$ 15,000

SUBMIT CHECKLIST WITH APPLICATION

<b>I. LOCATION OF PROJECT</b>		Historic District ? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Zoning District	
Address: 32731 FRANKLIN ROAD					
Village: FRANKLIN		Township: SOUTHFIELD	County: OAKLAND	Zip Code: 48025	
Between		And			
<b>II. PARCEL IDENTIFICATION #</b>					
<b>A. OWNER OR LESSEE</b>					
Name: LES GORBACK			Telephone No: 248-563-8734		
Address: 2623 BIRCH HARBOR LANE		City: W. Bloomfield	State: MI	Zip Code: 48324	
<b>B. ARCHITECT OR ENGINEER</b>					
Name:			Telephone No:		
Address:		City:	State:	Zip Code:	
License No:			Expiration Date:		
<b>C. CONTRACTOR</b>					
Name: John Lukomski			Telephone No: 313-674-7037		
Address: 2740 Boldt		City: Dearborn	State: MI	Zip Code: 48124	
License No: 2101160504			Expiration Date:		
Federal Employer Number or Reason for Exemption:					
Worker's Comp Insurance Carrier or Reason for Exemption:					
MESC Employer Number or Reason for Exemption:					
<b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>					
<b>A. TYPE OF IMPROVEMENT</b>					
<input type="checkbox"/> New Building <input checked="" type="checkbox"/> Addition / Remodel <input type="checkbox"/> Demolition <input type="checkbox"/> Property <input type="checkbox"/> Other					
<b>B. REVIEW(s) TO BE PERFORMED</b>					
<input type="checkbox"/> Building / Trades <input type="checkbox"/> Engineering <input type="checkbox"/> Arborist <input type="checkbox"/> Legal <input type="checkbox"/> Other					

#### IV. PERMIT PROPOSAL

##### A. RESIDENTIAL BUILDING – show most recent use

- ☐ One Family                      ☐ Detached Condominium - number of units \_\_\_\_\_
- ☐ Attached Garage                      ☐ Detached Garage                      ☐ Other (describe) \_\_\_\_\_

##### B. NON-RESIDENTIAL BUILDING – show most recent use

- ☐ Church, Religious                      ☐ Public Utility                      ☐ Restaurant
- ☐ Service Station                      ☐ School, Library, Educational                      ☐ Grocery
- ☐ Office, Bank, Professional                      ☐ Store, Mercantile                      ☐ Other (describe) \_\_\_\_\_

##### C. PROPERTY – Describe proposal in detail \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### V. SELECTED CHARACTERISTICS FOR BUILDING PERMIT

##### A. PRINCIPAL TYPE OF FRAME

- ☐ Masonry, Wall Bearing                      ☒ Wood Frame                      ☐ Structured Steel
- ☐ Reinforced Concrete                      ☐ Other (describe) \_\_\_\_\_

##### B. PRINCIPAL TYPE OF HEATING FUEL

- ☐ Gas                      ☐ Oil                      ☐ Electricity                      ☐ Coal                      ☐ Other \_\_\_\_\_

##### C. TYPE OF SEWAGE DISPOSAL

- ☐ Pressure Sewer System                      ☐ Septic System

##### D. TYPE OF WATER SUPPLY

- ☐ Public or Private Company                      ☐ Private Well or Cistern

##### E. TYPE OF MECHANICAL

- Will there be air conditioning?    ☐ yes    ☐ no                      Will there be an elevator?    ☐ yes    ☒ no

##### F. DIMENSIONS

- First Floor (sq ft) \_\_\_\_\_                      Garage / Accessory (sq ft) \_\_\_\_\_
- Second Floor (sq ft) \_\_\_\_\_                      Total Building Area (sq ft) \_\_\_\_\_
- Basement (sq ft) \_\_\_\_\_                      Total Land Area (sq ft) \_\_\_\_\_

##### G. NUMBER OF OFF-STREET PARKING SPACES

- Enclosed \_\_\_\_\_                      Outdoors \_\_\_\_\_

**VI. APPLICANT INFORMATION:**

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name:		Telephone No.	
Address:	City:	State:	ZIP:
Federal ID no. (if applicable)			

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section

Signature of Applicant

Application Date

**VII. FOR INTERNAL USE ONLY**

	REQUIRED	APP / REJ	DATE	BY
A ~ BUILDING PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
B ~ CULVERT PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C ~ FENCE PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
D ~ FLOODPLAIN PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
E ~ LANDFILL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
F ~ SOIL EROSION PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G ~ TREE REMOVAL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
H ~ WETLANDS PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
I ~ HISTORIC DISTRICT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
J ~ ZONING BOARD **	<input type="checkbox"/> Yes <input type="checkbox"/> No			

\*\* Zoning District      Required Setback      Front      /      Side      Back  
   Proposed Setback      Front      /      Side      Back

**VIII. VALIDATION**

DATE STAMP

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

### **HISTORIC DISTRICT CHECKLIST**

#### **14 COPIES EACH OF THE FOLLOWING:**

- ☐ Completed Permit Application
  - ☐ Proof of ownership (ie: copy of title insurance policy)
  - ☐ Homeowner's Permit requires signed and dated Home Owner's Affidavit on file
  - ☐ Builder's Registration – copy builder's license and driver's license on file
- ☐ Copy of certified plot plan indicating:
  - ☐ Dimensions of all property lines – indicate any easements
  - ☐ Dimensions of existing and proposed work
  - ☐ Setback dimensions of all yards
  - ☐ Notation of any historic or natural resources on site
  - ☐ Location of well and septic system
- ☐ A descriptive text of the proposed work to be done
- ☐ Application complies with Zoning Ordinance requirements?
  - ☐ yes
  - ☐ no – complete Zoning Appeals Application for review
- ☐ Photographs of the existing conditions and/or structures being considered
- ☐ Provide detail drawings, moldings, profiles, color samples, materials (etc.) to be used
- ☐ Such further information as the Commission or Building Official may require

#### **PLEASE NOTE:**

- Applicant must be present at Historic District Commission meeting
- Permits must be obtained after Historic District Commission approval
- Applicant shall be responsible for 100% of all consultant fees incurred by the Village PLUS a 10% administration fee.

## Building Department

---

**From:** Les Gorback <gorbackstudio@sbcglobal.net>  
**Sent:** Tuesday, August 10, 2021 1:25 PM  
**To:** building@franklin.mi.us  
**Subject:** license

Hi Doreen, The building license is in the name of Candy Construction - the name on the license is Bill Wroblewski license # 2101160504 expiration 2022. His address is 11415 Brookfield - Livonia, MI. 48150, phone 313-410-0680. This is the same contractor that I used to renovate the building in 2003. Hope this is the information you need to proceed, Les Gorback

## **Doreen Martin**

---

**From:** Les Gorback <gorbackstudio@sbcglobal.net>  
**Sent:** Monday, August 16, 2021 11:41 AM  
**To:** Doreen Martin  
**Subject:** barn renovation

Description of barn renovation for Bill Dinin-

Rafters will be replaced as needed  
New OSB for the roof  
New shingles  
New soffits  
Tyvek wrap  
Hardy Plank siding  
Wall rebuilt for structural integrity  
Door replaced if not usable

Hope this is what you need, Les Gorback 248-563-8734



# BUILDING APPLICATION

INSPECTIONS ..... 248-626-1601

PERMIT NO. BE<sup>2021</sup>-070

RECEIVED

AUG 09 2021

DATE STAMP  
VILLAGE OF FRANKLIN, MI

32325 Franklin Rd • Franklin MI 48025-1199 • Phone (248) 626-9666 • Fax (248) 626-0538

The undersigned hereby applies for a permit to (describe project)

BARN RENOVATION

Current market value of project \$225

Square Feet

SUBMIT CHECKLIST WITH APPLICATION

<b>I. LOCATION OF PROJECT</b>		Historic District ? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Zoning District	
Address: <u>32731 FRANKLIN ROAD</u>					
<b>II. PARCEL IDENTIFICATION #</b>					
<b>A. OWNER OR LESSEE</b>					
Name: <u>LES GORBACK</u>		Telephone No: <u>248-563-8734</u>			
Address: <u>2623 BIRCH HARBOR LANE</u>		City: <u>N. Bloomfield</u>		State: <u>MI</u>	Zip Code: <u>48324</u>
<b>B. ARCHITECT OR ENGINEER</b>					
Name:		Telephone No:			
Address:		City:		State:	Zip Code:
License No:		Expiration Date:			
<b>C. CONTRACTOR</b>					
Name: <u>JOHN LUKOMSKI</u>		Telephone No: <u>313-674-7037</u>			
Address: <u>2740 BOLDT</u>		City: <u>DEARBORN</u>		State: <u>MI</u>	Zip Code: <u>48124</u>
License No: <u>2101160504</u>		Expiration Date: <u>5/31/23</u>			
Federal Employer Number or Reason for Exemption:					
Worker's Comp Insurance Carrier or Reason for Exemption:					
MESC Employer Number or Reason for Exemption: EMAIL:					
<b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>					
<b>A. TYPE OF IMPROVEMENT</b>					
<input type="checkbox"/> New Building <input checked="" type="checkbox"/> Addition / Remodel <input type="checkbox"/> Demolition <input type="checkbox"/> Property <input type="checkbox"/> Other					
<b>B. REVIEW(s) TO BE PERFORMED</b>					
<input type="checkbox"/> Building / Trades <input type="checkbox"/> Engineering <input type="checkbox"/> Arborist <input type="checkbox"/> Legal <input type="checkbox"/> Other					

#### IV. PERMIT PROPOSAL

##### A. RESIDENTIAL BUILDING – show most recent use

- ☐ One Family                      ☐ Detached Condominium - number of units \_\_\_\_\_  
☐ Attached Garage                ☐ Detached Garage                      ☐ Other (describe) \_\_\_\_\_

##### B. NON-RESIDENTIAL BUILDING – show most recent use

- ☐ Church, Religious                      ☐ Public Utility                      ☐ Restaurant  
☐ Service Station                      ☐ School, Library, Educational                      ☐ Grocery  
☐ Office, Bank, Professional                      ☐ Store, Mercantile                      ☐ Other (describe) Accessory Structure

##### C. PROPERTY – Describe proposal in detail \_\_\_\_\_

#### V. SELECTED CHARACTERISTICS FOR BUILDING PERMIT

##### A. PRINCIPAL TYPE OF FRAME

- ☐ Masonry, Wall Bearing                      ☒ Wood Frame                      ☐ Structured Steel  
☐ Reinforced Concrete                      ☐ Other (describe) \_\_\_\_\_

##### B. PRINCIPAL TYPE OF HEATING FUEL

- ☐ Gas                      ☐ Oil                      ☐ Electricity                      ☐ Coal                      ☐ Other \_\_\_\_\_

##### C. TYPE OF SEWAGE DISPOSAL

- ☐ Pressure Sewer System                      ☐ Septic System

##### D. TYPE OF WATER SUPPLY

- ☐ Public or Private Company                      ☐ Private Well or Cistern

##### E. TYPE OF MECHANICAL

- Will there be air conditioning?   ☐ yes   ☐ no                      Will there be an elevator?   ☐ yes   ☒ no

##### F. DIMENSIONS

- First Floor (sq ft) 13½ x 16½                      Garage / Accessory (sq ft) \_\_\_\_\_  
Second Floor (sq ft) \_\_\_\_\_                      Total Building Area (sq ft) \_\_\_\_\_  
Basement (sq ft) \_\_\_\_\_                      Total Land Area (sq ft) \_\_\_\_\_

##### G. NUMBER OF OFF-STREET PARKING SPACES

- Enclosed \_\_\_\_\_                      Outdoors \_\_\_\_\_

# **VI. APPLICANT INFORMATION:**

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name: <b>LESLIE GORBACK</b>		Telephone No.	
Address: <b>2623 Birch Harbor</b>	City: <b>W. Bloomfield</b>	State: <b>MI</b>	ZIP: <b>48324</b>
Federal ID no. (if applicable)			

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section 23a are subject to civil fines.

Signature of Applicant: 	Print Name: <b>LESLIE GORBACK</b>	Application Date: <b>7-14-21</b>
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Checks accepted only as a conditional payment. If not honored by bank, permit is unpaid and subject to penalties.

## **VII. FOR INTERNAL USE ONLY**

	REQUIRED	APP / REJ	DATE	BY
A ~ BUILDING PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
B ~ CULVERT PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C ~ FENCE PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
D ~ FLOODPLAIN PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
E ~ LANDFILL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
F ~ SOIL EROSION PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G ~ TREE REMOVAL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
H ~ WETLANDS PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
I ~ HISTORIC DISTRICT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
J ~ ZONING BOARD **	<input type="checkbox"/> Yes <input type="checkbox"/> No			

** Zoning District	Required Setback	Front	/	Side	Back
	Proposed Setback	Front	/	Side	Back

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

No Rocks or Stone Mailboxes Shall be put in the Right-of-Way

**Expiration of Permit:** A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. A permit will be closed when no inspections are requested and conducted within 6 months of the date of issuance or the date of a previous inspection. Closed permits cannot be refunded or reinstated.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be **IF SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement that this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Aprill Agency Inc 703 South Main Street P O Box 7790 Ann Arbor, MI 481077790	CONTACT NAME: Teresa Roberts PHONE (A/C, No, Ext): 734 662 4507 x 104 E-MAIL: teresa@aprillagency.com ADDRESS: teresa@aprillagency.com
	INSURER(S) AFFORDING COVERAGE INSURER A: HASTINGS MUTUAL INS COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED	John Lukomski dba: Lukomski Home Improvements 2740 Boldt St Dearborn, MI 48124	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6246204	3/17/2021	3/17/2022	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A		A000020307	3/17/2021	3/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**WARRANTY DEED**

KNOWN ALL MEN BY THESE PRESENTS: That Esther Gorback, Trustee of the Esther Gorback Revocable Living Trust dated February 8, 1991, as amended, or her successor(s) in trust whose address is 36833 Elk Cove, Farmington Hills, MI 48331

Convey(s) and Warrant(s) to Gorback Properties, L.L.C., a Michigan limited liability company

whose address is 32731 Franklin Road, Franklin, MI 48025

the following described premises situated in the Village of Franklin, County of Oakland and State of Michigan, to-wit:

The Northerly part of Lot 8, measuring 38 feet on easterly line and measuring 37.47 feet on Westerly line, SUPERVISOR'S PLAT NO. 8, according to the Plat thereof as recorded in Liber 46, page 25, Oakland County Records

TAX I.D. #24-06-203-022

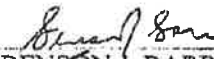

Commonly known as: 32731 Franklin Road

together with all and singular the tenements, hereditament and appurtenances thereunto belong or in anywise appertaining, for the sum of Three Hundred Thousand Dollars (\$300,000.00)

subject to all applicable building and use restrictions and easements, if any, affecting the premises, and subject to such encumbrances as shall have accrued or attached since January 9, 2003, the date of the Land Contract pursuant to which this Deed is given, through the acts or omissions of persons other than the Grantors or their assigns.

Dated this 22<sup>nd</sup> day of August, 2003

Signed in presence of:

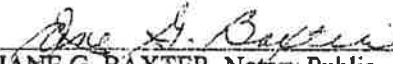
  
BENSON BARR  
  
HOWARD J. GOURWITZ

Signed by:

  
ESTHER GORBACK

STATE OF MICHIGAN            }  
  } ss.  
COUNTY OF OAKLAND        }

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 2003, by Esther Gorback, Trustee.

  
JANE G. BAXTER, Notary Public  
Oakland County, Michigan  
My commission expires: 6-15-2006

When Recorded Return To: GRANTEE	Send Subsequent Tax Bills To:  GRANTEE	Drafted By: Benson J. Barr, Esq.
Name		Business Address:
Street Address		2000 Town Center, Suite 1400
City, State and Zip		Southfield, MI 48075-1147
Tax Parcel # 24-06-203-022	Recording Fee \$	Revenue Stamps

L:\GORBACK\WARRANTY DEED ESTHER RLT.wpd

# 32731 franklin



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



David Coulter  
Oakland County Executive

Date Created: 8/9/2021



## **Doreen Martin**

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**From:** Les Gorback <gorbackstudio@sbcglobal.net>  
**Sent:** Monday, August 16, 2021 11:41 AM  
**To:** Doreen Martin  
**Subject:** barn renovation

Description of barn renovation for Bill Dinin-

Rafters will be replaced as needed  
New OSB for the roof  
New shingles  
New soffits  
Tyvek wrap  
Hardy Plank siding  
Wall rebuilt for structural integrity  
Door replaced if not usable

Hope this is what you need, Les Gorback 248-563-8734