

Holly Parker & David Santacroce

601 North Fifth Avenue
Ann Arbor, MI 48104
dasanta@umich.edu
734.355.0074

November 18, 2014

Via Email: MGale@a2gov.org

Zoning Board of Appeals
City of Ann Arbor
100 N. 5th Avenue
Ann Arbor, MI 48107

Re: 215 Beakes Street Request for Variance

Dear Members of the Zoning Board of Appeals:

We write to express our strong opposition to the current application for variances at 215 Beakes Street. We own and live in the home immediately north of the property and will be directly and very negatively impacted by what is proposed. In February of this year the ZBA granted the applicant permission to build a 5,475 square foot building on this 4,227 square foot R4C lot with essentially no setbacks. The applicant now seeks a new variance to instead build a 7,005 square foot building on this tiny lot. The proposed building is far too big for the lot, out of context in this residential neighborhood, and unsympathetic to its neighbors. Indeed, at just 13.5 feet away from our 1,962 square foot 1890’s home, this proposed building would dwarf out home and tiny yard, placing us into essentially a downtown proportioned alleyway. The request should be denied.

Factual Omissions and Errors in the Application

The application for the variance contains several significant (if not telling) factual errors and omissions as follows:

1. Building Size: The size and scale of the current proposal and how it differs from what the ZBA approved in February are not addressed. Both are relevant because, among other things, the code requires that the applicant demonstrate that the variance now sought “shall be the minimum variance that will make possible a reasonable use of the land...” City Code Chapter 55, §5:99. We hired an architect who helped produce the following table:

		<u>ZBA Approved 2/2014</u>	<u>As Requested 11/2014</u>	<u>Change</u>
1 st Story	5 Car Garage/Workshop/ Lounge/Kitchen/Laundry/ Bath	2,870 sq. ft.	2,840 sq. ft.	- 30 sq. ft.
	Living Quarters	935 sq. ft.	965 sq. ft.	+ 30 sq. ft.
	<u>Total 1st Floor</u>	<u>3,805 sq. ft.</u>	<u>3,805 sq. ft.</u>	-
2 nd Story	Total Living Quarters	1,670 sq. ft.	3,200 sq. ft.	+ 1,530 sq. ft.

		<u>ZBA Approved 2/2014</u>	<u>As Requested 11/2014</u>	<u>Change</u>
Building Total		5,475 sq. ft.	7,005 sq. ft.	+ 1530 sq. ft.
2 nd Story Setbacks	North	3 or 5 ft.	3 ft.	? ft. ¹
	South	0 ft.	0 ft.	-
	East	16.5 ft.	15 ft.	- 1.5 ft.
	West	17' 4" ^t .	0 ft.	- 17' 4" ^t .
Building Height	1 st Story	~ 14' 8"	~ 18 ft.	+ ~ 3'4"
	2 nd Story	12'	12'	-
	Total	26' 8" ^t .	30 ft.	+ ~ 3'4"
Property Line Setbacks & Open Space		<u>Setbacks:</u> <u>Requested/Bldg. Code</u> North: 3 ft. / 30 ft. South: 0 ft. / 25 ft. East: 4 ft. / 5 ft. West: 0 ft. / 5 ft.	<u>Setbacks:</u> <u>Requested/Bldg. Code</u> North: 3 ft. / 30 ft. South: 0 ft. / 25 ft. East: 4 ft. / 5 ft. West: 0 ft. / 5 ft.	

We've attached the elevations of the building the ZBA approved in February and that which is now sought to be built to provide a visual comparison. This is not, as applicant claims, a proposal for a building that "still meets the particulars" of the February variances, but instead one for a taller and nearly 30% larger building with zero practical setbacks with a second floor largely concentrated on the *property lines*.

2. The Proposed New Building Sits 13.5 feet from Our Home: This is never disclosed and extremely relevant to the requested increase in height and massing long the northern boundary of 215 Beakes which abuts our property. See attached overview map.

3. Open Space and Setback Calculations: Applicant claims 9% open space and a 3 foot wide by 90 foot long setback along the northern property line which abuts our property (see highlighted strip in attached topographical map). In practical terms, neither is accurate. What wasn't disclosed in either variance application is that, pursuant to a recorded October 2012 easement attached as the last document hereto, *the applicant and any future owner of 215 Beakes is prohibited from the "use or occupancy of, or construction on or over" that 3 x 90 foot strip of land and can only enter it to repair the building and then only after asking the owner of our property for permission to do so at least 24 hours in advance.* The easement was granted because this strip of land has been a functional part of our property and tiny back yard since at least the 1950's when the former owner of our home built a small garage in our back yard connected to applicant's building (see attached pictures).

In short, for all intents and purposes, this purported 3 foot setback along the northern boundary of the building isn't one: it's our backyard and, pursuant to the easement, will remain so forever. This leaves the proposed building with 0 foot first floor setbacks on three sides and just a 4 foot wide by 11 foot long setback and open space at the east end. As a consequence, the claimed open space of 9% (the code requires 40%), is more in the order of 2%.

4. There are No Changed Circumstances: The primary claimed "changed circumstance" between the grant of the February variances and this new request is "that the earlier proposal assumed saving substantially more of the existing building..." (Cover letter to current variance application). This is not so. In the application for the February variances, applicant raised the possibility of completely demolishing the building at least three times. The video of the February meeting reveals repeated staff discussion of the likelihood that the

¹ The applicant told us in February that the second story setback that borders our home was 5 feet. He now claims its 3 feet. We would not have supported the first request had we understood that to be the case and the ZBA record on this issue is, unfortunately, unclear.

entire building would be demolished and, at one point, questioning of staff on this very issue by Vice Chair Zielak. Simply put, that the southern wall facing Beakes might have to come down was fully contemplated and discussed in February and is nothing new.

What is new is applicant's new desire to make this building *his* primary residence and consequential concern that the second story rooms in the February approved plans were "small and difficult furnish." This of course ignores the fact that the February variances gave applicant the right to build a 5,475 square foot building. Allotting for a generous 400 square foot two car garage in the premises, applicant has 5,075 feet of living space to lay out and furnish anyway he sees fit. It would be the largest home for miles, let alone situated on a nearly 100% built-out parcel in a residential neighborhood.

Application of City Code Chapter 55, §5:99.

Under Code Chapter 55, §5:99, applicant must establish 5 things to obtain the new variances now sought. This he cannot do.

The first two elements are: "*(a) That the practical difficulties are exceptional and peculiar to the property of the person requesting the variance, and result from conditions which do not exist Generally throughout the City; and (b). That the practical difficulties which will result from a failure to grant the variance, include substantially more than mere inconvenience, inability to attain a higher financial return, or both.*" Applicant can demonstrate both of these things. It is an odd, peculiar little property that should be utilized. This, and the neighborhood compatible and sympathetic design of the building the ZBA approved in February, is why we supported the grant of the February variance both by letter and in person at that February meeting.

Applicant must next demonstrate that "*allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this Chapter, the individual hardships that will be suffered by a failure of the Board to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.*" (§5:99(c)). This he cannot do.

As the attached drawings reveal, the 5,475 square foot building approved in February was sympathetic to our home and the neighborhood generally. It was appropriately sized and massed for the neighborhood. The first floor was only 14'8" high and the second floor was massed along only 30 feet of the 90 foot northern property line that abuts our home. The second floor was thoughtfully placed so that we were not cast in its permanent shadow. There was only one window that faced our home and there were three tiny opaque windows situated in our backyard whose bottom sills began at 6 feet above grade. Noisy rooftop heating and cooling compressors were set in the far southwest corner away from us and our neighbors.

The new proposed building is completely unsympathetic. It is out of scale and more than 3 times the size of every home that it abuts. As the attached pictures make clear, the proposed 18 foot first story and now nearly full building envelope second story just 13.5 feet from our home will permanently block sunlight into our main living area. The side of our house and backyard would have a 30 foot high wall as a border. New large windows are proposed that face directly into ours. The heating and cooling units are placed just 13.5 feet from our bedroom windows. The public residential alleyway to the west would be bordered by a 30 foot sheer wall instead of the more appropriately scaled 14'8" one that was approved in February. In short, applicant seeks to cram a downtown sized 7,005 foot tall building onto a 4,227 square foot lot with no setbacks in the middle of a residential neighborhood. A real estate appraiser and broker both predict significant loss to our home's value, one that we have painstakingly converted from a neglected student rental into a single family home. It is difficult to imagine how what is proposed could affect ours or our neighbors' rights more adversely.

The applicant must also demonstrate "*that the conditions and circumstances on which the variance request is based shall not be a self-imposed hardship or practical difficulty.*" (§5:99(d)). The applicant has permission to build a 5,475 square foot building as a single family residence. A very generous two car garage is

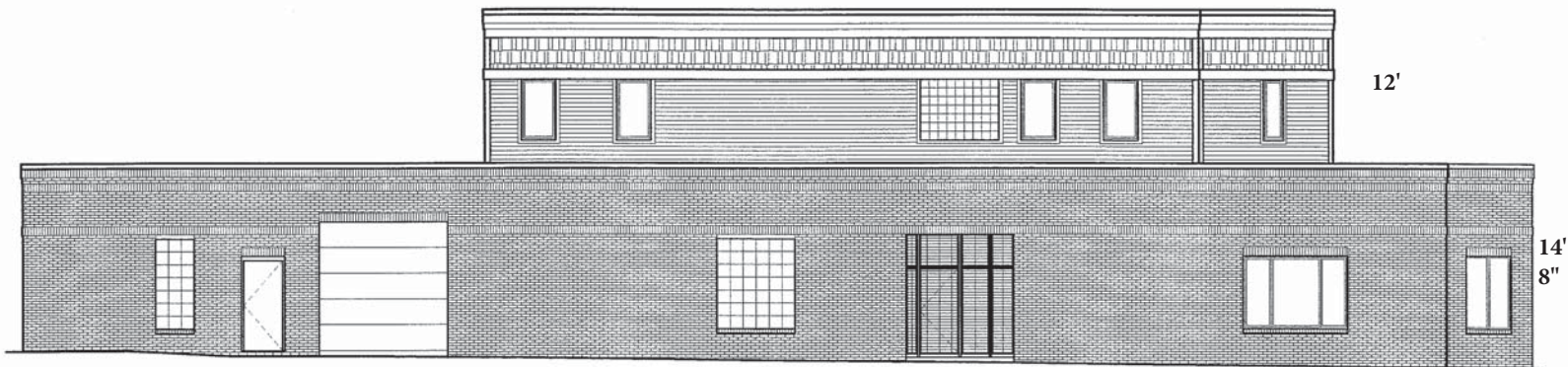
400 square feet, yielding him a 5,075 single family home. The “hardship” presented by applicant’s “need” for a 2840 square foot 5 car garage with its own self-contained and distinct large workshop, kitchen, bath and laundry is completely self-imposed.

Finally, applicant must demonstrate that the variances he now seeks “*shall be the minimum variance that will make possible a reasonable use of the land or structure.*” (§5:99(e)). The variances granted applicant in February make this impossible. Those variances permitted a 5,475 square foot home/garage on this tiny parcel. That large structure makes for much more than a “reasonable use” of the land that a reasonable homeowner would be overjoyed to have. The 7,005 square foot building applicant now seeks is excessive and detrimental to us, our immediate neighbors and neighborhood more generally. It should not be allowed and the application should be denied.

Respectfully submitted,

/s/

Holly Parker & David Santacroce



CORNERSTONE DESIGN INC
734.663.7580
CDIARCHITECTS.COM

PROPOSED FRONT (SOUTH) ELEVATION
215 BEAKES ST.
ANN ARBOR, MI
NO SCALE 1-23-14

ZBA Variance Approved South Elevation/ Beakes Street Frontage - February 2014

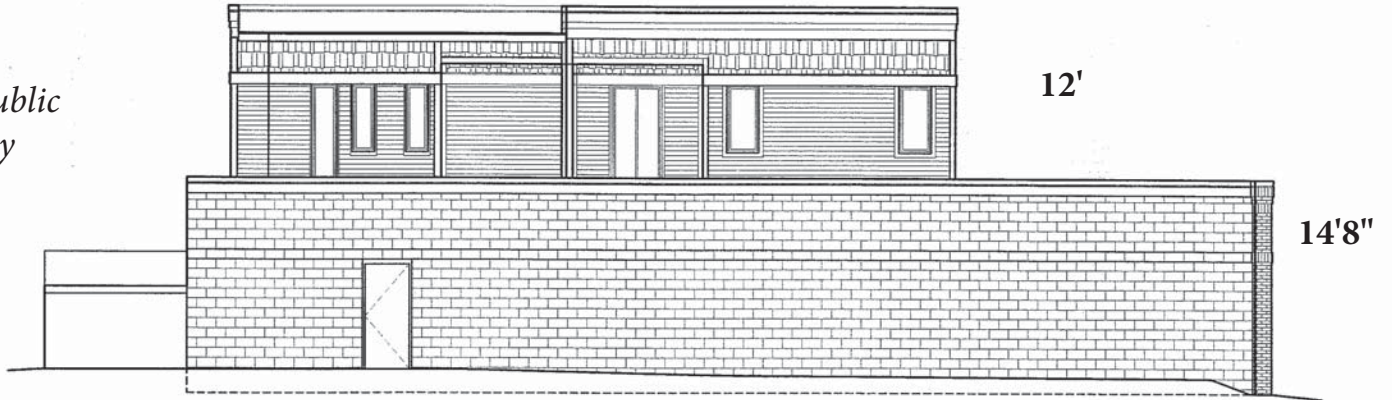


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PROPOSED FRONT (SOUTH) ELEVATION
215 BEAKES ST.
ANN ARBOR, MI
NO SCALE 10-21-14

New Proposed South Elevation / Beakes Street Frontage - November 2014

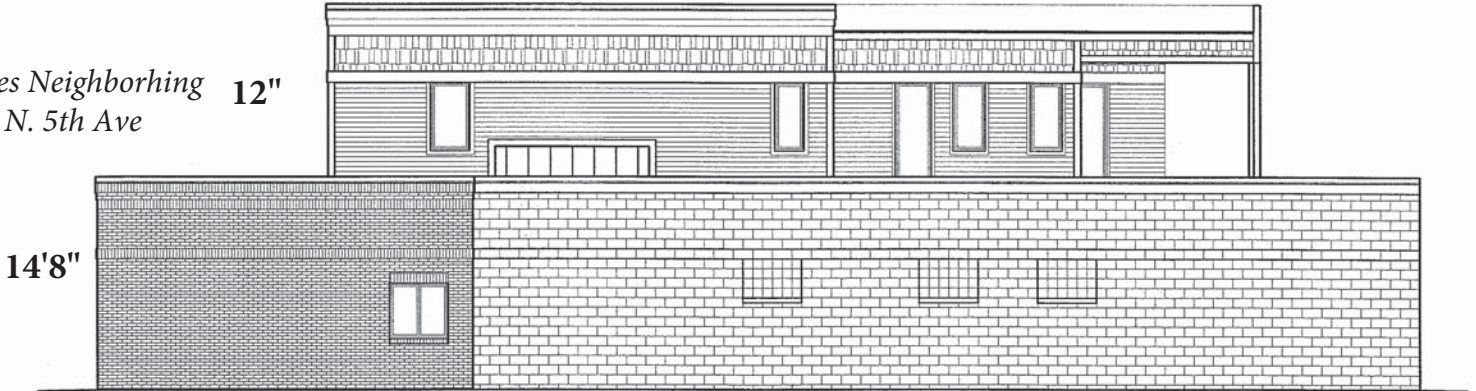
Faces Public Alleyway



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734.663.7580
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PROPOSED WEST ELEVATION
215 BEAKES ST.
ANN ARBOR, MI
NO SCALE 1-23-14

*Faces Neighboring
601 N. 5th Ave*



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PROPOSED NORTH ELEVATION
215 BEAKES ST.
ANN ARBOR, MI
NO SCALE 1-24-14

**ZBA Approved West and North
Elevations February 2014**

*Faces Public
Alleyway*



CORNERSTONE DESIGN INC
734.663.7500
CDIARCHITECTS.COM

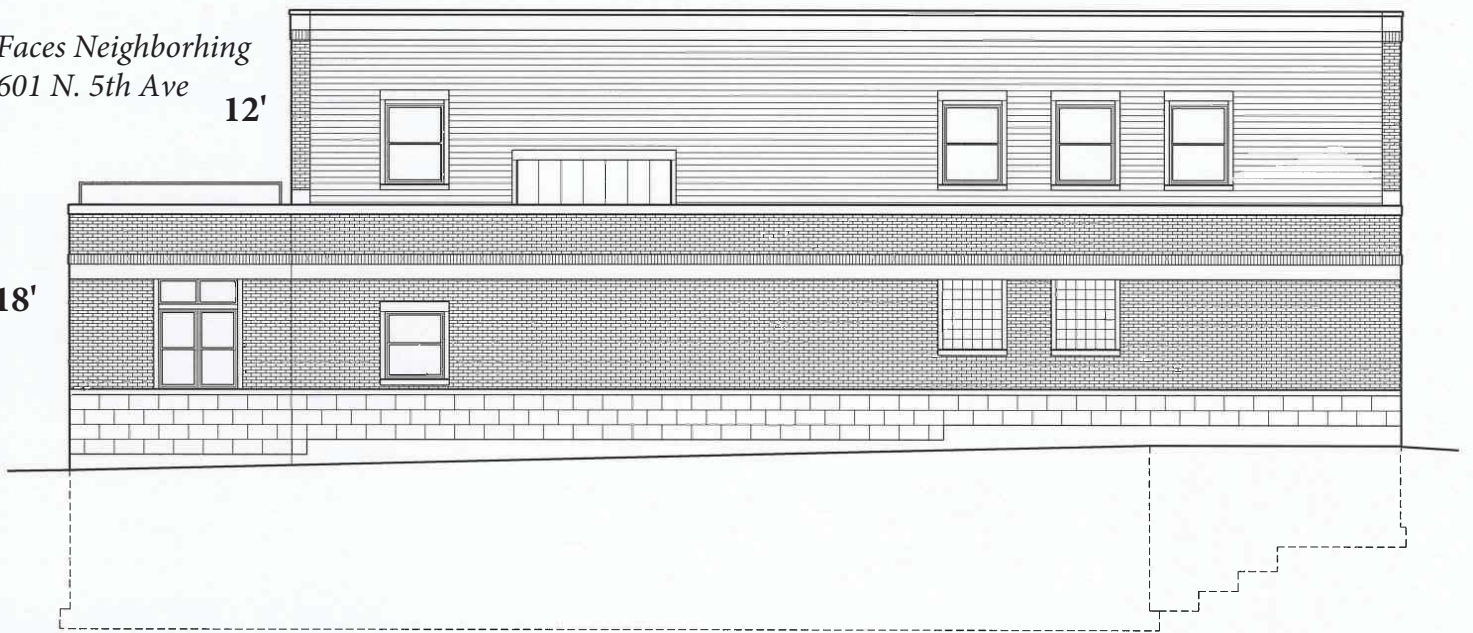
PROPOSED WEST ELEVATION
215 BEAKES ST.
ANN ARBOR, MI
1" = 10'-0" 10-21-14

NEW PROPOSED WEST ELEVATION NOVEMBER 2014

*Faces Neighboring
601 N. 5th Ave*

12'

18'

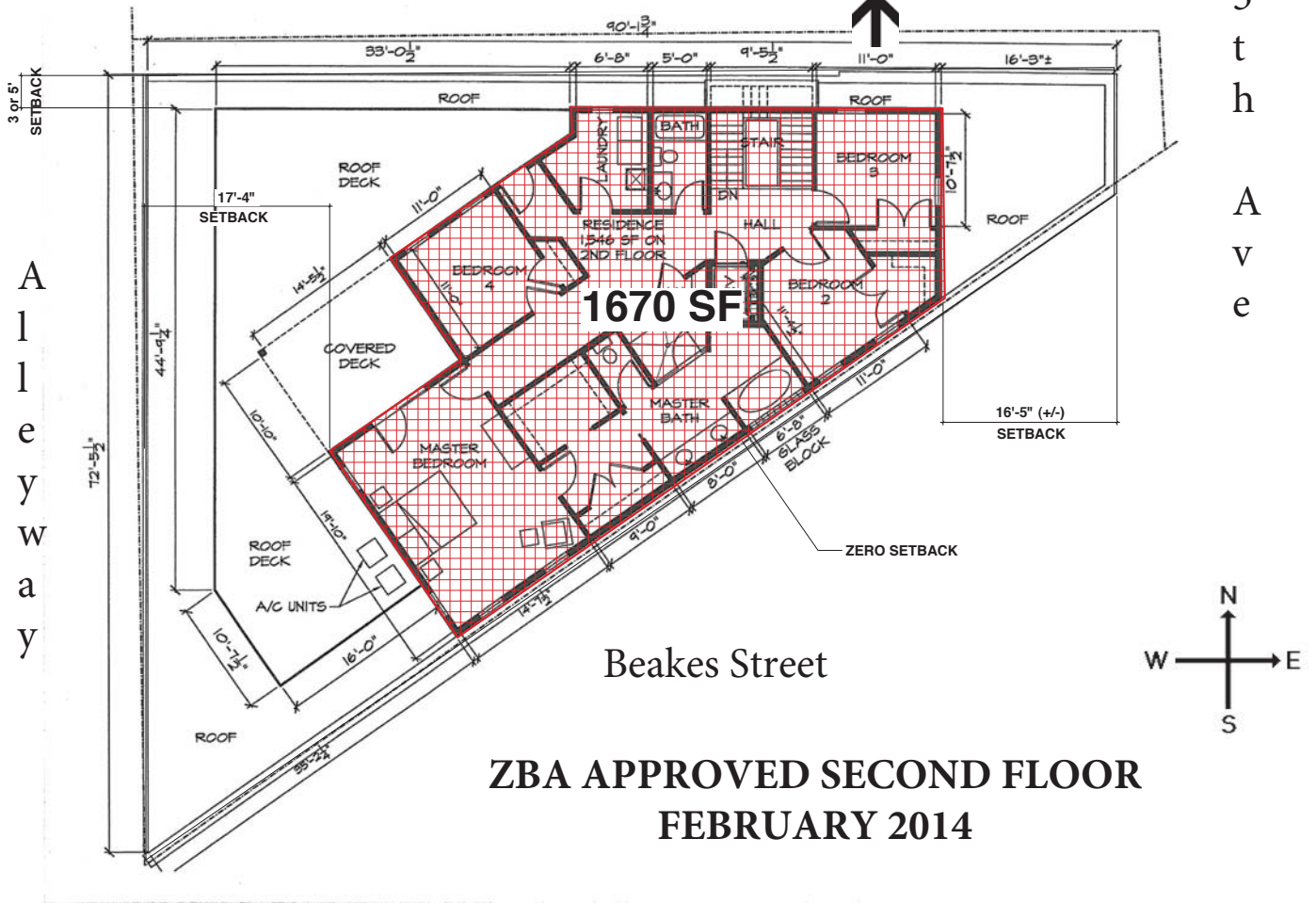


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PROPOSED NORTH ELEVATION
215 BEAKES ST.
ANN ARBOR, MI
1" = 10'-0" 10-21-14

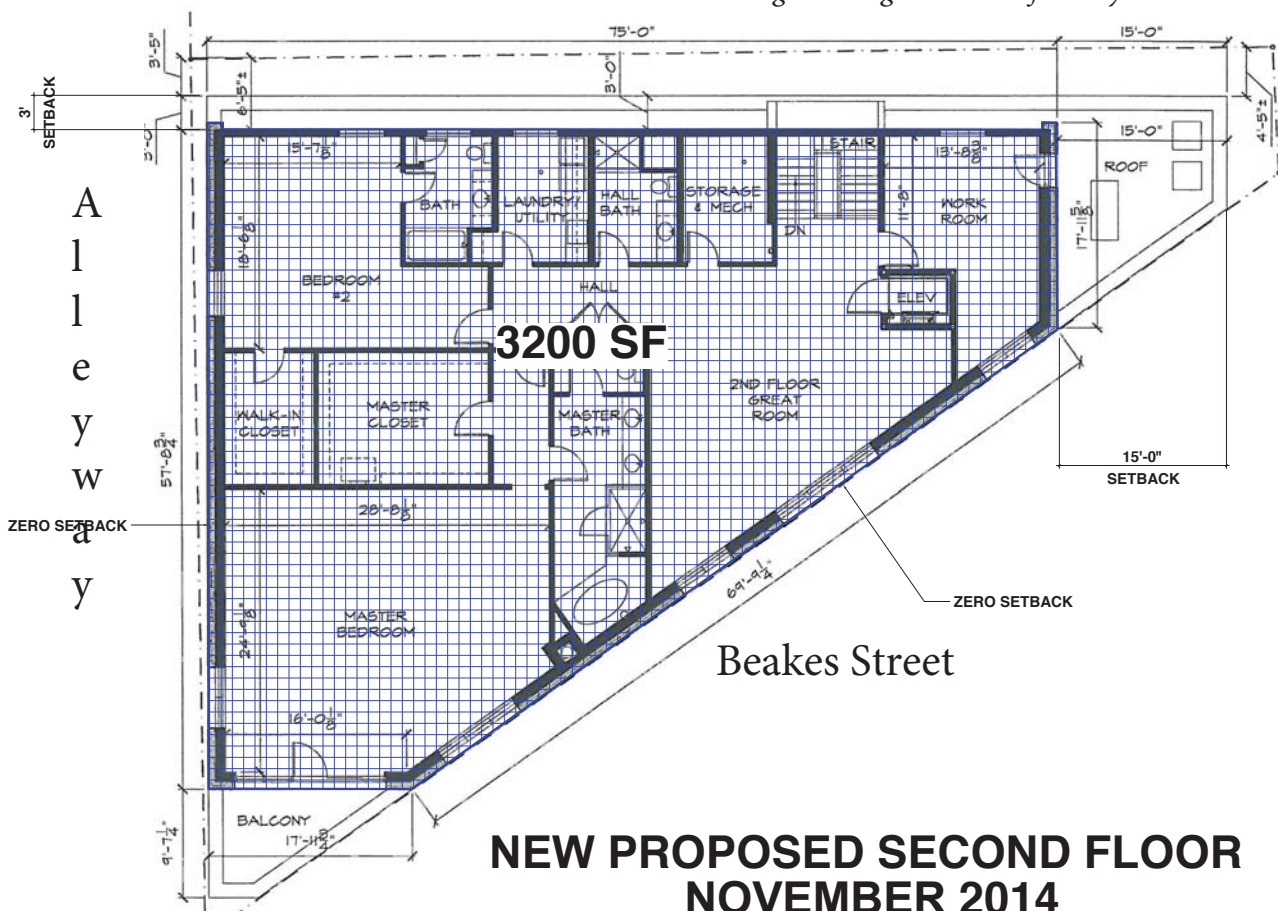
NEW PROPOSED NORTH ELEVATION NOVEMBER 2014

Neighboring Home 13.5 ft Away



**ZBA APPROVED SECOND FLOOR
FEBRUARY 2014**

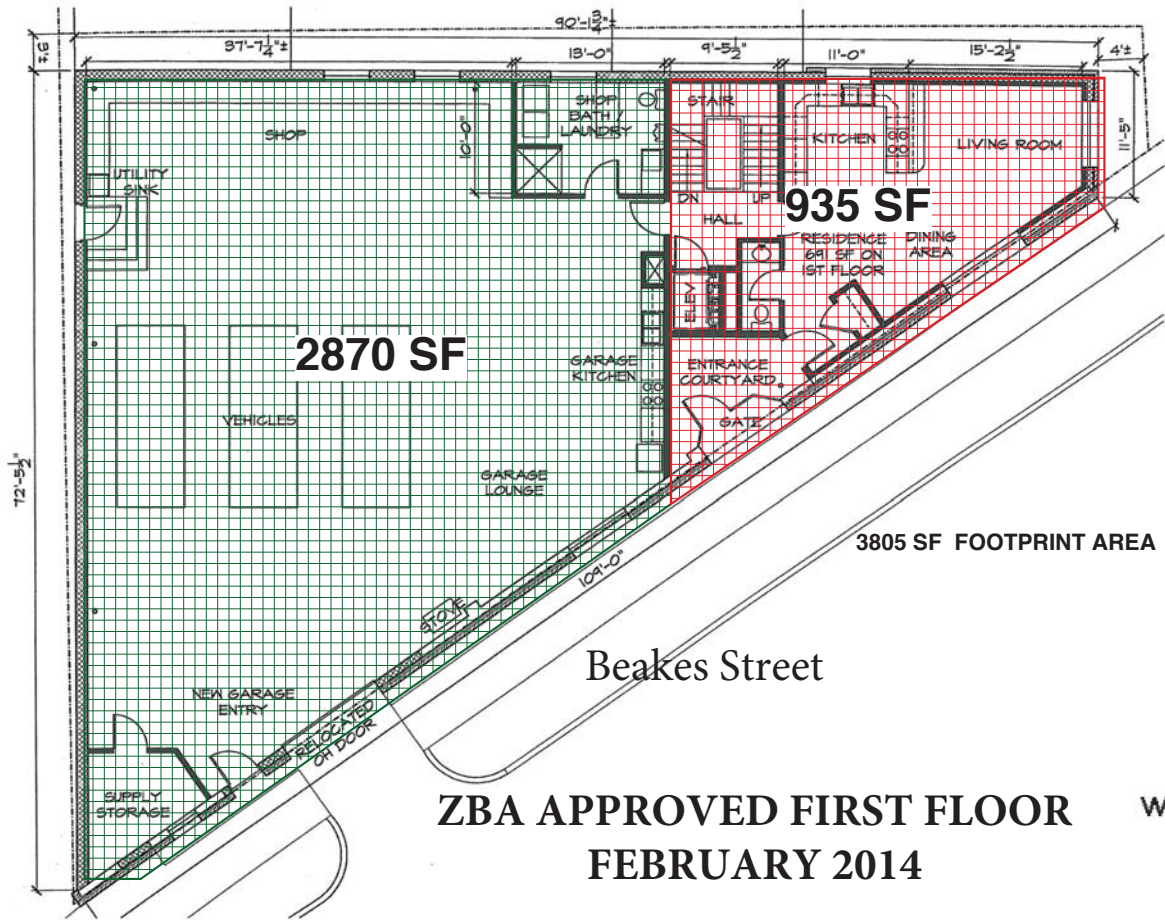
Neighboring Home 13.5 ft Away



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Neighboring Home 13.5 ft Away

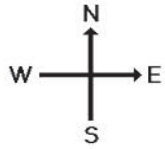
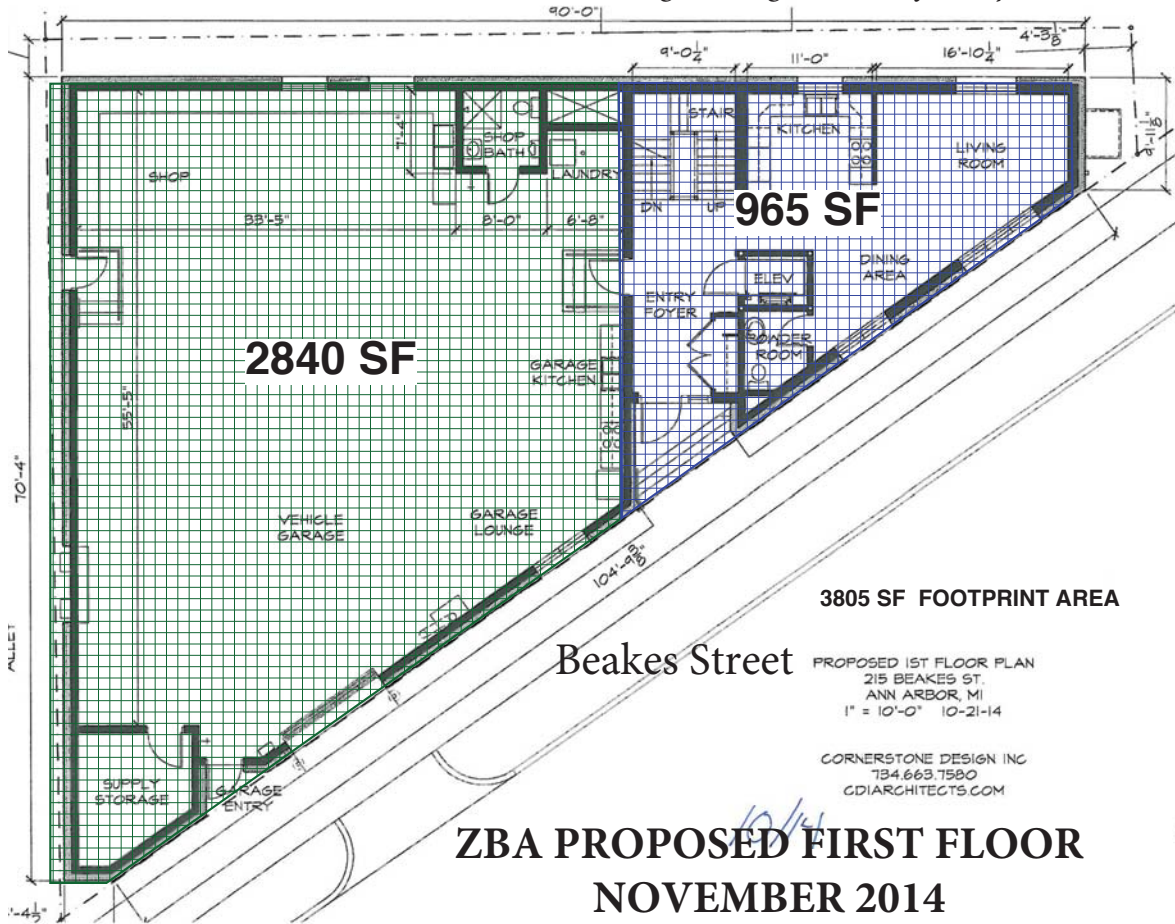
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Alleyway

5th Ave

Neighboring Home 13.5 ft Away



215 Beakes: Relationship to Neighbors

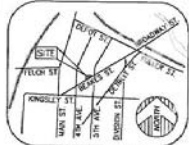


	Railroads
	Parcels
	Huron River



City of Ann Arbor Map Disclaimer
 No part of this product shall be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without prior written permission from the City of Ann Arbor.
 This map complies with American Society of Civil Engineers standards for mapping at a scale of 1:25,000. The City of Ann Arbor and its mapping contractors accept no legal responsibility for the use or misuse, interpretation or use of information on this map.
 Map Created: 1/20/2014

TOPOGRAPHIC SURVEY



VICINITY MAP
(NOT TO SCALE)

PARCEL AREA
4,2274 SQUARE FEET = 0.108 ACRES

BENCHMARKS

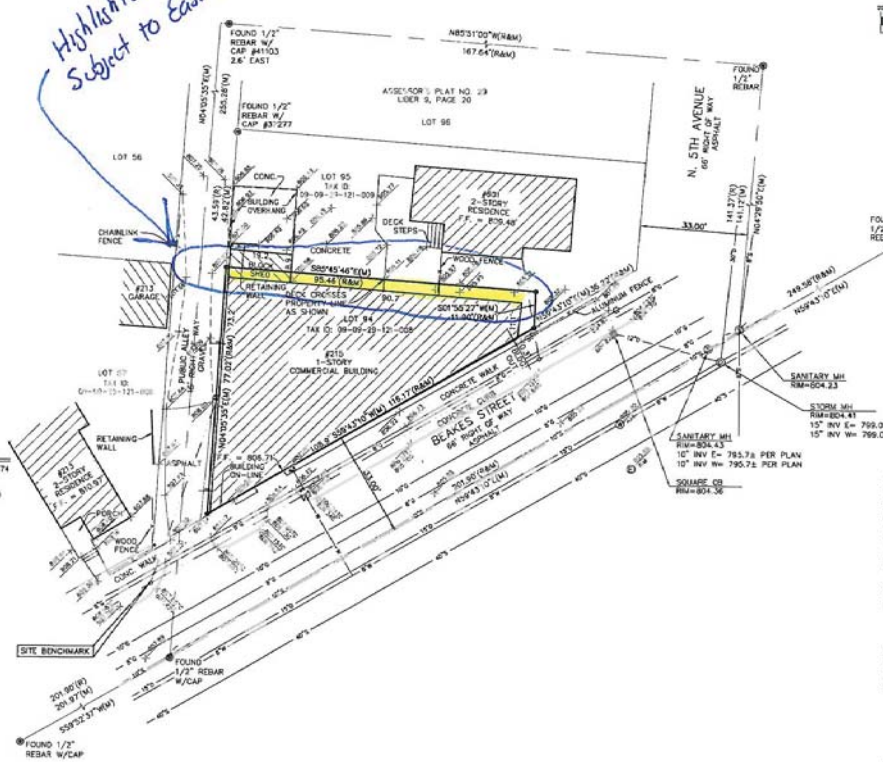
MASTER BENCHMARK
NUMBER 1212 SECTION WC
BRASS DISC AT NORTHWEST CORNER OF BEAK'S STREET
AND NORTH FOURTH STREET ELEVATION = 811.95' (NAVD88)

SITE BENCHMARK
SET NAIL IN WEST SIDE OF UTILITY POLE, EAST OF
APPROACH TO ALLEY, ELEVATION = 808.94' (NAVD88)

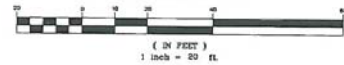
LEGEND

- SET 1/2" REBAR WITH CAP P.3. 46874
- FOUND MONUMENT (AS NOTED)
- ⊙ FOUND SECTION CORNER (AS NOTED)
- (RAW) RECORD AND MEASURED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- GROUND POINT
- ⊙ ELECTRIC MANHOLE
- ⊙ ELECTRIC METER
- UTILITY POLE
- ⊙ GAS METER
- ⊙ SANITARY MANHOLE
- ⊙ SQUARE CATCH BASIN
- ⊙ STORM DRAIN MANHOLE
- ⊙ WATER GATE MANHOLE
- ⊙ WATER VALVE
- BOLLARD
- LIGHTPOST/LAMP POST
- SINGLE POST SIGN
- PARCEL BOUNDARY LINE
- PLATTED LST LINE
- ADJOINER PARCEL LINE
- SECTION LINE
- EASEMENT (AS NOTED)
- BUILDING
- BUILDING OVERHANG
- CONCRETE CURB
- EDGE OF CONCRETE (CONC.)
- EDGE OF ASPHALT (ASPH.)
- EDGE OF GRAVEL
- FENCE (AS NOTED)
- WALL (AS NOTED)
- OVERHEAD UTILITY LINE
- GAS LINE
- SANITARY LINE
- STORM LINE
- WATER LINE

Highlighted Property Subject to Easement



GRAPHIC SCALE



PROPERTY DESCRIPTION

LOT 94: ASSESSOR'S PLAT NO. 26, BEING A REPEAT OF BLOCKS 3 AND 4 NORTH, RANGES 4, 5, AND 6 EAST ON THE PLAT OF THE VILLAGE OF ANN ARBOR, CITY OF ANN ARBOR, WASHINGTON COUNTY, MICHIGAN, AS RECORDED IN LIBER 9 OF PLATS, PAGE 20, WASHINGTON COUNTY RECORDS.

SURVEYOR'S NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.
2. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY. THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED. THE ELEVATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY AND THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME.

ANTHONY T. SYCO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47975

KEM-TEC & ASSOCIATES
PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS
2356 GRANT AVE • EASTPOINTE, MICHIGAN 48021
(586) 772-2222 • (800) 295-7222 • FAX (586) 772-6948

CERTIFIED TO: CORNERSTONE DESIGN, INC.	
DATE: NOVEMBER 12, 2013	JOB #: 13-04827
SCALE: 1" = 20'	SHEET: 1 OF 1
DRAWN BY: SK / RCE	REV:

The Main Living Area of Our Home:

All the light would be replaced by a 30 ft. building 13.5 ft. away from the windows and rear door.



Our Backyard Where a 30 ft. High Wall the Entire Length of the Lot is Proposed:

The height at the apex of the current 215 Beakes building dead center in the picture is just shy of 16 feet. At 30 feet, the proposed building will be *nearly twice that height over the entire length of the building on all four sides.*



Another View of Where the 30 ft. High Wall the Entire Length of the Lot is Proposed

Note our exclusive use and occupancy of the purported 3 foot setback/open space applicant claims. Pursuant to the easement applicant signed when he purchased the building, that 3 feet is exclusively part of our back yard. The easement also prohibits applicant from doing any harm to the small garage pictured here.



Improvements We Made to the Corner During Our Ownership of Both Buildings:

601 N. 5th Avenue



215 Beakes





EASEMENT AGREEMENT

This Agreement is made on ^{18th} day of October, 201³, by and between Berardy Group, LLC, a Michigan limited liability company, whose mailing address is 701 Tecumseh Road, Clinton, Michigan 49236 ("Grantor") and DAVID SANTACROCE AND HOLLY PARKER, HUSBAND AND WIFE, whose mailing address is 601 North Fifth Avenue, Ann Arbor, Michigan 48104 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property described as follows:
Property located in the City of Ann Arbor, Washtenaw County, Michigan
Lot 94; ASSESSOR'S PLAT NUMBER 29, being a re-plat of Lots 3 and 4 North, Ranges 4, 5 and 6 East on the Plat of the Village of Ann Arbor, City of Ann Arbor, Washtenaw County, Michigan, as recorded in Liber 9 of Plats, Page 20, Washtenaw County Records. (Servient Estate)

WHEREAS, Grantee is the owner of certain real property commonly known as 601 North Fifth Avenue, Ann Arbor, Michigan 48104 and more fully described as follows:
Property located in the City of Ann Arbor, Washtenaw County, Michigan
The South 42 1/2 feet of Lot 10, also beginning on the West line of Beakes Street at a point 25 feet Southwest of the Northeast corner of fractional Lot 11 and running Northeasterly along the Westerly line of Beakes Street to the Northeasterly corner of said fractional Lot 11; thence West along the North line of said fractional Lot 11, 17 feet; thence South on a straight line to the POINT OF BEGINNING. All being in Block 4 North of Huron Street, Range 5 East, according to the Original Plat of the Village (now City) of Ann Arbor, as recorded Transcript, Page 152, Washtenaw County Records, also known as Lot 95, Assessor's Plat No. 29, being a replat of Blocks 3 and 4 North, Range 5 and 6 East, on the plat of the Village (now City) of Ann Arbor, as recorded in Liber 9 of Plats, Page(s) 20, Washtenaw County Records. (Dominant Estate)

WHEREAS, the "Block Shed" "Wood Deck" and all land between the southern boundary of the Dominant Estate and the northern wall of the "1 Story Block Comm. Bldg" situated on the Servient Estate as of the date hereof currently encroach onto the Servient Estate as more fully described in the Mortgage Survey attached as Exhibit A and to be recorded herewith.



WHEREAS, the parties desire to define their rights and obligations with respect to the encroachment.

IT IS THEREFORE AGREED:

1. **Grant of Easement.** For valuable consideration, Grantor grants to Grantee an exclusive easement on, across and to all land between the southern boundary of the Dominant Estate and the northern wall of the "1 Story Block Comm. Bldg" situated on the Servient Estate as of the date hereof, including the encroaching portions of the "Block Shed" and "Wood Deck" located on the Dominant Estate as more fully described in the Mortgage Survey attached as Exhibit A.

2. **Character of Easement.** It is the intention of the parties that the easement granted be appurtenant to the Dominant Estate in that the easement benefits the use and enjoyment of the Dominant Estate by allowing exclusive use and enjoyment by the Dominant Estate of all land between the southern boundary of the Dominant Estate and the northern wall of the "1 Story Block Comm. Bldg" situated on the Servient Estate as of the date hereof, and permitting the encroachment of the "Block Shed" and "Wood Deck" onto the Servient Estate.

3. **Duration and Binding Effect.** The easement shall endure in perpetuity subject to termination pursuant to paragraph 9 hereof. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. **Purpose of Easement.** The easement shall be used for the purpose of allowing the Dominant estate the full and exclusive use and enjoyment of all land between the southern boundary of the Dominant Estate and the northern wall of the "1 Story Block Comm. Bldg" situated on the Servient Estate as of the date hereof, the "Block Shed" and "Wood Deck" and facilitating Grantee's full and exclusive use and enjoyment of the said land and said structures subject to Grantor's Rights set forth in paragraph 7 hereof.

5. **Limitations.** It is expressly agreed that the easement, rights and privileges conveyed to Grantee are limited to the purposes described in Paragraph 4. Grantee is prohibited from erecting any buildings or structures on the land subject to the easement or from making any additions to the "Block Shed" and "Wood Deck". Grantor is prohibited in perpetuity from the use or occupancy of, or construction on or over the land and structures subject to the easement except as described in paragraph 7 hereof and from the destruction of, or structural damage to the common wall shared by the "Block Shed" and the "1 Story Block Comm. Bldg," the "Wood Deck," and the lighting and landscaping on the land between the southern boundary of the Dominant Estate and the northern wall of the "1 Story Block Comm. Bldg" situated on the Servient Estate as of the date hereof

6. **Exclusiveness of Easement.** The easement, rights and privileges granted by this easement are exclusive and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant.

* ~~of~~ \$1.00

2
Exempt from transfer tax
MCL 207.505 (A) & 207.526 (A)

7. **Grantor's Rights.** Grantor retains, reserves and can enjoy the use of the surface of the land subject to this easement only for access to perform maintenance, repairs or improvements, including, but not limited to, exterior insulation work on the "1 Story Block Comm. Bldg." to the Servient Estate according to the terms of paragraph 8 hereof and for no other reason.

8. **Grantee's Rights and Duties.** Grantee shall have the duty to repair and maintain the property and structures subject to the easement except as limited in paragraph 5 hereof, and shall at all times give Grantor access to the easement property only for the purposes described in paragraph 7 and only with upon request of Grantor to Grantee made at least 24 hours in advance of Grantor's need to access the easement property, permission for which Grantee shall not unreasonably withhold.

9. **Termination.** This easement may only be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his heirs, successors and assigns may execute and record a release of this easement at any time.

10. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

11. **Recording.** Within 30 days of execution hereof, Grantor shall record this easement within Washtenaw County, Michigan, so that it appears with respect to both the Dominant and Servient Estates.


12. **Exhibits.** The September 18, 2008, Kem-Tec Survey attached hereto is part of this agreement.

13. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Michigan.


STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Berardy Group, LLC, a Michigan limited liability company

By: Bartlett Street Holdings, LLC, a Michigan limited liability company
Its: Sole Member


By: Michael Potter,
Its: Sole Member


Subscribed and sworn to before me this 18th day of October, 2013 by Michael Potter, Sole Member of Bartlett Street Holdings, LLC, the Sole Member of Berardy Group, LLC, a Michigan limited liability company, on behalf of the company.




Notary Public
_____ County, Michigan
My Commission Expires: _____

MATTHEW JOHN KEIR
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 04-08-2014
Acting in the County of Washtenaw


STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)



David Santacroce


Holly Parker

Subscribed and sworn to before me this 19 day of October, 2013 by David Santacroce and Holly Parker, husband and wife.



Notary Public
_____ County, Michigan
My Commission Expires: _____

MATTHEW JOHN KEIR
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 04-08-2014
Acting in the County of Washtenaw

After recording, return to:
William J. Stapleton
Hooper Hathaway, P.C. ✓
126 South Main Street, Ann Arbor, MI 48104

MORTGAGE SURVEY

Certified to: BANK OF ANN ARBOR MORTGAGE COMPANY LLC

Applicant: BERARDY GROUP, LLC

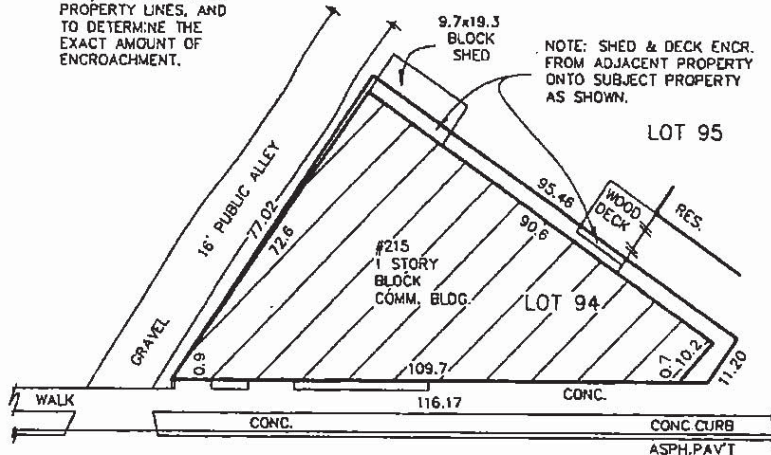
Property Description:

Lot 94; ASSESSOR'S PLAT NO. 29, being a replat of Blocks 3 and 4 North, Ranges 4, 5, and 6 East on The Plat of the Village of Ann Arbor, City of Ann Arbor, Washtenaw County, Michigan, as recorded in Liber 9 of Plats, Page 20, Washtenaw County Records.



NOTE: A BOUNDARY SURVEY IS NEEDED TO DETERMINE EXACT SIZE AND/OR LOCATION OF PROPERTY LINES, AND TO DETERMINE THE EXACT AMOUNT OF ENCROACHMENT.

NOTE: SHED & DECK ENCR. FROM ADJACENT PROPERTY ONTO SUBJECT PROPERTY AS SHOWN.



BEAKES STREET 66' WD.

CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.



THIS SURVEY DRAWING IS VOID IF THE PROFESSIONAL SEAL IS NOT IN BLUE INK.

JOB NO: 08-07484 SCALE: 1"=30'
DATE: 09-18-08 DR BY: TC

KEM-TEC Professional Engineers & Surveyors

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