

ISABELLA COUNTY  
REQUEST TO REZONE

Applicant Information:

Name Eli Hershberger Owner/Agent/Other Interest (circle one)  
Address 10297 S. Wyman Rd  
Phone NONE (AMISH) Fax \_\_\_\_\_

Property Owner Information: (if different from applicant)

Name Eli Hershberger  
Address 10297 S. Wyman Rd Blanchard MI 49310  
Phone NONE Fax \_\_\_\_\_

Property Information:

Address/Location 10297 S Wyman Rd  
Property Tax ID Number 12-028-10-002-11  
Current Zoning District A63 Requested Zoning District A62  
Future Land Use Designation RAR Current Use \_\_\_\_\_

ATTACHMENTS: Please submit the following items with the application.

A Site Plan drawn to scale showing the following:

- 1. The entire parcel to be rezoned
- 2. Existing and proposed curb cuts; convert
- 3. Adjacent uses and zoning districts;
- 4. Adjacent roads and or easements;
- 5. Existing improvements; exiting and proposed utilities;
- 6. Any unique natural features such as lakes, rivers, streams, wetlands, steep slopes.

Copy of deed(s) and an accurate legal description(s) of the parcel(s) to be rezoned.

A statement of the consistency of the proposed rezone with the existing and future surrounding land uses and the anticipated impacts of the surrounding area with specific regards to traffic, infrastructure, environment, noise, public safety and visual considerations.

Signature of Applicant

s/ Eli Hershberger  
Signature of Property Owner

Date

4/11/2020 / 8/17/20  
Date

Optional: I hereby grant permission for members of the Isabella County Planning Commission and Zoning Administrator to enter the above described property for the purposes of gathering information related to this application. Note to applicant: This permission is optional and failure to grant permission will not affect any decision on the application.

Eli Hershberger  
Signature of Property Owner

4/11/2020  
Date

Office use only

Fee \$325.00 File # \_\_\_\_\_ Date \_\_\_\_\_ Check # \_\_\_\_\_ Receipt # \_\_\_\_\_

**REQUEST TO REZONE  
10297 S. WYMAN ROAD  
BLANCHARD, MI 49310**

**ROLLAND TOWNSHIP**

**APPLICANTS: ELI AND ANNIE HERSHBERGER**

**NARRATIVE:**

Applicants Eli and Annie Hershberger, husband and wife, respectfully submit this Application to Conditionally Rezone their land located in Rolland Township, currently zoned as “AG-3” to conditionally permit the use for a sawmill, a use not specifically permitted in an AG-3 district, but permitted in an AG-2 district.

In consideration to rezone our property from AG-3 Agricultural Buffer to AG-2 General Agricultural, we promise to exclude from our use the following AG-2 uses, referencing Section 5.05 (Permitted Uses) of the Isabella County Zoning Ordinance:

- A. Centralized Bulk Collection Refinement Storage & Distribution of Farm Products to Wholesale and Retail Markets, such as Grain Cleaning and Shelling;
- B. Conservation Areas for Fauna, Flora
- C. Excavation and Transportation Services
- D. Facilities in the Research and Testing of Farm Products and Techniques
- E. Farm Equipment Sales, Service, and Repair
- F. Fisheries and Hatcheries
- G. Forest Preserve
- H. Fuel Storage Facilities
- I. Game Refuge
- J. Kennels
- K. Nursery, including landscaping services and Christmas Trees
- L. Salvage Yards
- M. Septage Waste Storage Facilities
- N. Solid Waste Disposal Areas (must meet State standards)
- O. Sorting, Grading, and Packaging of Fruits and Vegetables for Growers
- P. Storage and Sale of Seed, Feed, and Fertilizer Essential to Agricultural Production
- Q. Veterinary Services

which is meant to prohibit all “AG-2” uses, except “Milling and Processing of Farm Products,” and “Confined Feedlots” and “Farm Dwellings. The primary intent of this application is to

rezone to AG-2 to permit the operation of a sawmill, which the Applicant seeks to obtain permission to build and operate.

## **Attachment to Request to Rezone – Eli Hershberger – 10297 S. Wyman Road, Blanchard (Rolland Twp)**

**“A STATEMENT OF THE CONSISTENCY OF THE PROPOSED REZONE WITH THE EXISTING AND FUTURE SURROUNDING LAND USES AND THE ANTICIPATED IMPACTS OF THE SURROUNDING AREA WITH SPECIFIC REGARDS TO TRAFFIC, INFRASTRUCTURE, ENVIRONMENT, NOISE, PUBLIC SAFETY AND VISUAL CONSIDERATIONS.”**

### **1. CONSISTENCY WITH EXISTING SURROUNDING LAND USES:**

- A. The Site is located at 10297 S. Wyman Road, Rolland Township, north of Jerseyville Road and south of Fremont Road, on a 40-acre parcel owned by the applicants, Eli and Annie Hershberger under a land contract dated June 12, 2019. See Exhibit \_\_\_\_\_ (copy of GIS map). The nearest neighbors are:
  - Andy Hershberger to the north (see consent attached);
  - Peabody’s to the south (located approximately 800 feet from site);
  - Larsen family to the southwest (see consent attached).
- B. The surrounding uses are generally agricultural (hay production predominates).
- C. The nearest residence (other than the applicants’) is Andy and Katie Hershberger (parents of applicant Eli) who reside immediately to the north.
- D. The proposed sawmill is consistent with surrounding land uses.
- E. Attached are written consents to this application from:
  - Andy Hershberger,
  - Terry Larsen,
  - Richard S. Jastifer, and
  - Andrew Gilman.

See Exhibits D 1-4.

2. **CONSISTENCY WITH FUTURE SURROUNDING LAND USES:** Applicants are not aware of any changes or plans to change surrounding land uses, and are not aware of any proposed residential additions.

3. **ANTICIPATED IMPACTS WITH REGARDS TO TRAFFIC:** No impact anticipated. The Site is located on South Wyman Road in Rolland Township, south of Freemont and north of W. Jerseyville Road. All roads are gravel and maintained by Isabella County. An existing drive to the property exists off Wyman Road and would be used for the proposed mill. The general area has a slight slope, running to the north. Slopes are minimal (estimated at 0% - 6%). Applicants are aware of “frost laws” and seasonal weight restrictions that apply to ingress/egress routes. Applicant estimates truck traffic four (4) inbound truck-loads, per month, and two (2) outbound.

Mr. Herschberger has enquired of the Isabella County Road Commission as to whether any specific concerns exist about Wyman Road and the suitability of that road to this application. He had received no specific information of concern, but understands that the Road Commission may have communicated to your organization, in writing, their thoughts.

4. **ANTICIPATED IMPACTS WITH REGARDS TO INFRASTRUCTURE:**

- A. Roads & Bridges: No impact as to roads, and there are no bridges. A culvert exists at the entrance to the property from Wyman Road.
- B. Electrical: Applicants are Old Order Amish and do not utilize electric. The proposed sawmill will be powered by a diesel line-shaft belt drive.
- C. No anticipated impacts. This is a small “bandmill” (think of a one band/blade bandsaw) that is called a “Woodmizer LT28”. See [www.woodmizer.com](http://www.woodmizer.com). This portable (on wheels) portable sawmill – see attached excerpt from website – is a “portable sawmill with crank feed, gas/diesel power, 32” log diameter, 21’ log length, and production up to 350 bf/hr.

5. **ANTICIPATED IMPACTS WITH REGARDS TO ENVIRONMENT:**

- A. The proposed sawmill is a low-volume, low-impact operation whose sole output is milled lumber and sawdust as waste.

- B. To deal with sawdust, this byproduct is sold as animal bedding and a ready market exists.
- C. To deal with slab wood waste, the relatively low-volume of slab wood is sold as firewood to third-parties; the applicant will not be burning any waste – waste will be consumed on site (e.g. animal bedding) or hauled away.

**6. ANTICIPATED IMPACTS WITH REGARDS TO NOISE:**

- A. Our neighbor, Andy Hershberger, located approximately 400' to the north is fully familiar with this application and has no objection to the application and does not object to any ambient waste from this small mill.
- B. The proposed mill would be situated 800 feet from the Peabody's house and property line, and 700 feet from the Preston home and 370 feet from their property line.
- C. Sound measurements were taken in Montcalm county at a rural location using the exact same equipment that would be moved to the proposed site. Immediately next to the saw/planer, a noise level of 90 dBA was measured. At a distance of 100 feet from the saw, the noise level measured 62 dBA (roughly equivalent to a normal conversation with the speakers 3 feet apart); by 500 feet from the saw, the noise from the mill was reduced to the level of ambient noise with no equipment running – approximately 34 dBA (a “soft whisper at 5 foot distance). The neighbors should not experience any inconvenient or noticeable noise from the proposed operation, given the distances involved. In addition, the neighbors are not “downwind” of the machinery. Hours of operation would be restricted per County policy to daylight hours, and the proposed shed would provide noise buffering.

**7. ANTICIPATED IMPACTS WITH REGARDS TO PUBLIC SAFETY:**

- A. Fire – Millbrook Rolland Fire Department, located in the village of Blanchard, approximately three miles to the northwest from the applicant property.
- B. Police – No impact.

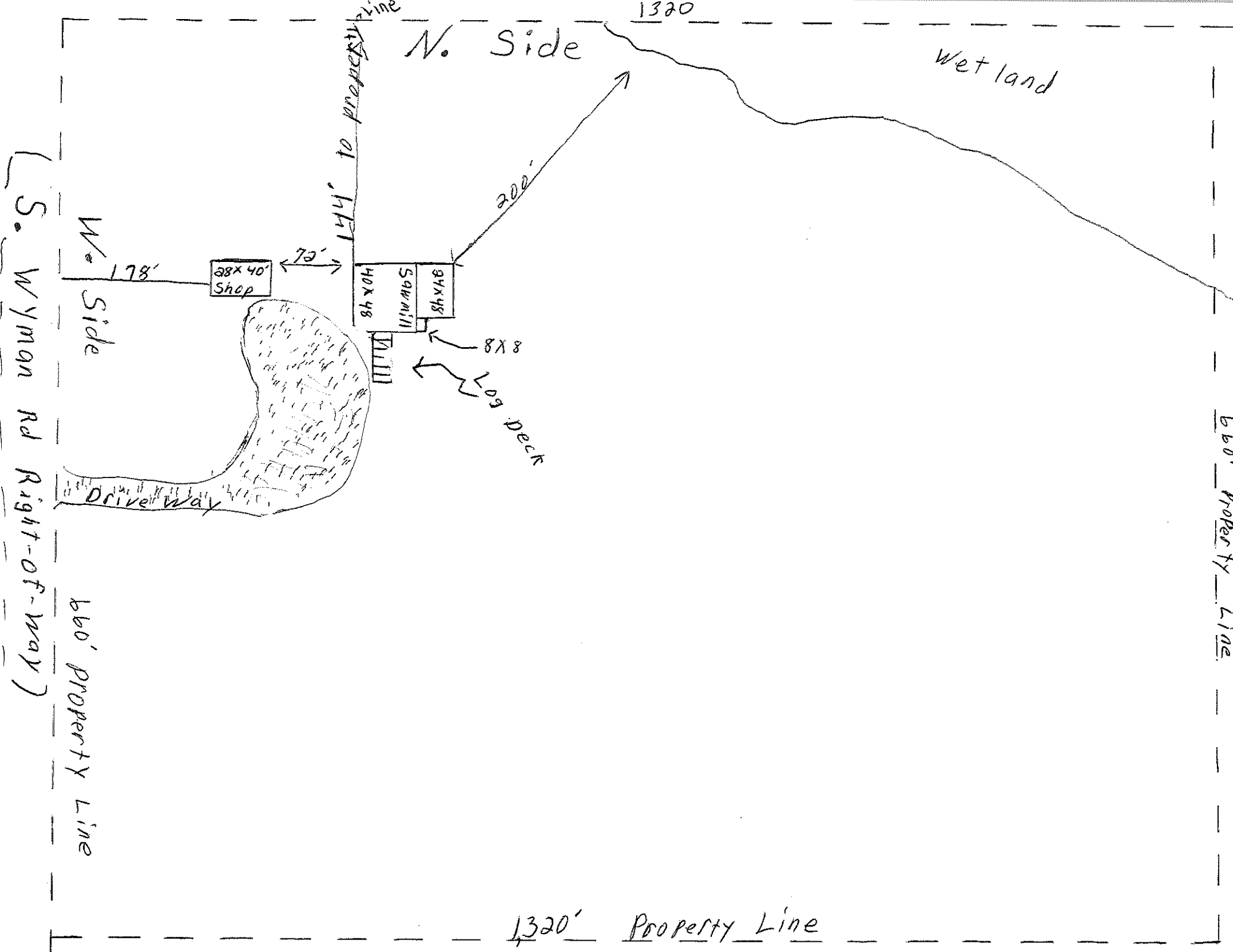
**REQUEST TO REZONE  
10297 S. WYMAN ROAD  
ROLLAND TOWNSHIP**

**APPLICANT: ELI AND ANNIE HERSHBERGER**

**EXHIBIT "A"  
SITE PLAN**

8. **VISUAL CONSIDERATIONS:** There are no neighbors within a direct sight-line from the proposed Site.





**REQUEST TO REZONE  
10297 S. WYMAN ROAD  
ROLLAND TOWNSHIP**

**APPLICANT: ELI AND ANNIE HERSHBERGER**

**EXHIBIT "B"  
LAND CONTRACT**

**This Land Contract,** Made the 12 day of **June**, 2019

Andy Hershberger and Katie Hershberger, husband and wife, and Eli Hershberger and Annie Hershberger of 10035 S. Wyman Rd., Blanchard, Michigan, hereinafter referred to as "BUYERS"

Wendel and Jean Lee Revocable Trust, U/A/D November 22, 2016, by Wendell Lee and Jean Lee, Co-Trustees, of 9535 West Blanchard Road, Blanchard, Michigan, hereinafter referred to as "SELLER" witnesseth:

1. The Seller agrees to sell to the Buyers land in the **Township of Rolland, County of Isabella**, Michigan described as:

N ½ OF SW ¼ OF NW ¼, ROLLAND TOWNSHIP, ISABELLA COUNTY, MICHIGAN

**Price and terms** 2. The Buyer agrees to purchase from the Sellers the above-described premises, and to pay therefor a purchase price of **SIXTY THREE THOUSAND, SEVEN HUNDRED FIFTY and 00/100 DOLLARS** (\$63,750.00 ) of which the sum of **Two Thousand and 00/100 DOLLARS** (2,000.00) is to be paid down. The Buyers agree to pay to the Seller payments of \$500.00 on July 1, 2019 and the 1<sup>st</sup> of each month thereafter, until July 1, 2021 at which time all unpaid principal and interest shall become due and payable. Said unpaid balance shall incur interest at the rate of 6% percent per annum.

**Possession.** The Buyer shall have possession of the premises above described under this contract on date of close and shall be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. Said possession is also subject to the following rights of any tenants in possession which are:

**Waste** 4. The Buyer shall at all times maintain the premises and the building and improvements thereon in as good condition as the same are at the date hereof, reasonable wear and tear excepted, and the Buyer shall not commit or suffer any other person to commit waste or, without the consent of the Seller in writing, remove, change or demolish the building in such a way as to diminish Seller's security.

**Taxes** 5. Unless otherwise provided in this Contract, the Buyer shall pay all property taxes on the premises which shall become due and payable or a lien or both after the date hereof.

**Insurance** 6. The Buyers shall obtain and keep in force fire and extended coverage insurance covering the buildings and improvements now or hereafter on the premises in the name of the Sellers with a loss payable clause or other endorsement making the proceeds payable to the Sellers and Buyers as their respective interests may appear, with insurers satisfactory to the Sellers in an amount no less than the balance owing under this contract, and shall deliver all such insurance policies to the Sellers with premium paid. The Buyers may, at his option, separately insure his interest of said buildings and improvements, or, if he maintains insurance for more than the amount of the Seller's interest, the Buyer may cause their name to be inserted in the Seller's policies as an additional Insured.

It is also understood that the Buyer shall provide the Seller with a copy of the paid liability insurance policy every year.

**Disposition of Insurance Proceeds** 7. In case of loss or damage as a result of which said insurance proceeds are available, the Buyers may, within 60 days of said loss or damage, give to the Sellers written notice of Buyer's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remains after completion of said repairing or rebuilding, or all of the insurance proceeds if the Buyers elect not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this contract and then as a prepayment upon the principal balance owing, and without penalty, not withstanding other terms of paragraph two to the contract. No such prepayment shall defer the time for payment of any remaining payments required by said paragraph two. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Buyer.

**Insurance and/or** 8. In case of failure of the Buyers to obtain, maintain or deliver said policies of insurance or to pay taxes or special assessments payable by the Buyers as above provided, the Seller may at her election:

**Tax Default a.** Pay said insurance premiums, taxes or special assessments and add them to the unpaid balance on said contract, or

b. Pay said insurance premiums, taxes or special assessments and treat Buyer's failure to pay same as a default, or

c. Not pay said insurance premiums, taxes or special assessments and treat Buyer's failure to pay same as a default.

**Seller's Right to Mortgage** 9. The Seller may, during the lifetime of this Contract, place a mortgage on the premises above described, which shall be a lien on the premises, superior to the rights of the Buyer herein, or may continue and renew any existing mortgage thereon provided that the aggregate amount due on all outstanding payment of principal and interest required in any one year in such new or renewal mortgage shall not exceed those named in this Contract. The Sellers shall give to the Buyers written notice of the execution of such mortgage or renewal, containing the name and address of the mortgagee, the amount and rate of interest of such mortgage, the due date of payments and maturity of the principal.

Purchasers:

Andy Hershberger  
Andy Hershberger

Katie Hershberger  
Katie Hershberger

Eli Hershberger  
Eli Hershberger

Annie Hershberger  
Annie Hershberger

STATE OF MICHIGAN,     )  
COUNTY OF MONTCALM    )

The foregoing instrument was acknowledged before me on June 12, 2019 by Wendel and Jean Lee Revocable Trust, U/A/D November 22, 2016, by: Wendel Lee, Trustee, Wendel and Jean Lee Revocable Trust, U/A/D November 22, 2016, by: Jean Lee, Trustee, Andy Hershberger, Katie Hershberger, Eli Hershberger and Annie Hershberger.

Heather M. Wood

Heather M. Wood, Notary Public  
Montcalm County, Michigan  
My commission expires on: 08/06/2024

Drafted by:  
RASMUSSEN LAW, P.C.  
Jourdan D. Rasmussen  
P.O. Box 380  
Edmore, MI 48829

CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY

Dated: June 10, 2019

STATE OF MICHIGAN )  
  ) ss  
MONTCALM COUNTY )

I, an attorney for the Grantor and the Trustee, certify that:

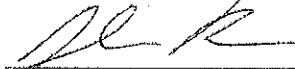
1. The Wendel Lee and Jean A. Lee Living Trust exists under an:  
Agreement dated November 22, 2016, created by: Wendel Lee and Jean A. Lee whose address is 9535 West Blanchard Road, Blanchard, Michigan, as Trustees.
2. Successor Trustee is Isabella Bank of 139 E. Broadway, Mt. Pleasant, Michigan.
3. The Trust Agreement remains in full force and effect.
4. The Trustee of the Trust Agreement, at the time of this certificate, are Wendel Lee and Jean A. Lee whose address is 9535 West Blanchard Road, Blanchard, Michigan
5. ARTICLE II. POWERS OF TRUST SECTION (3) To sell exchange, assign, transfer and convey any security or property; real or personal held in trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as it may determine, and to grant options to purchase or acquire any trust property.
6. That the Trust affects real property legally described as:

S ½ OF SW 1/4 OF NW 1/4 COM 329.84 FT E OF W 1/4 COR TH E 322.01 FT N  
208 FT W 322.01 FT S 208 FT TO POB, ROLLAND TOWNSHIP, ISABELLA  
COUNTY, MICHIGAN

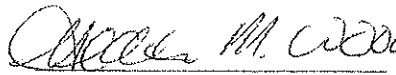
AND

N ½ OF SW 1/4 OF NW 1/4, ROLLAND TOWNSHIP, ISABELLA COUNTY, MICHIGAN

Any person dealing with Trustee is entitled to rely on a Certificate of Trust Existence and Authority signed and acknowledged by me, by Trustee, or by Trustee's or my attorney that appears to contain a verbatim recital of pertinent provisions of the Trust. This person need not verify its accuracy or whether it is in fact a full statement of the pertinent provisions of the Trust. Reproductions of signed certificate shall have the same effect and authority as the original.

  
\_\_\_\_\_  
Jourdan Rasmussen (P80227)  
Attorney at Law

The foregoing instrument was signed and acknowledged before me this 10th day of June, 2019, by Jourdan Rasmussen.

  
\_\_\_\_\_  
Heather Marie Wood, Notary Public  
Montcalm County, Michigan  
My Commission expires: 08/06/2024

Drafted By:  
Rasmussen Law, P.C. - Jourdan Rasmussen  
414 E. Main Street, Box 380  
Edmore, MI 48829  
989-427-3048

**MEMORANDUM OF LAND CONTRACT**

This Memorandum of Land Contract , entered into on the 12  
day of June, 2019

**BY AND BETWEEN**

Wendel and Jean Lee Revocable Trust, U/A/D November 22, 2016, by Wendel Lee and Jean Lee, Trustees, of 9535 West Blanchard Road, Blanchard, Michigan, hereinafter called the "Seller" and Andy Hershberger and Katie Hershberger, husband and wife, of Eli Hershberger and Annie Hershberger, husband and wife, of 16035 S. Wyman Rd., Blanchard, Michigan hereinafter called the "Purchasers";

**WITNESSETH:**

**Whereas**, Purchasers and Seller have entered into a Land Contract of even date herewith; and, **Whereas**, the parties desire to enter into this Memorandum of Land Contract to give record notice of existence of said Land Contract.

**Now therefore**, in consideration of the Premises and for other good and valuable consideration Sellers acknowledge and agree that they have sold to Purchaser on the Land Contract dated June 12, 2019, the following described premises situated in the County of **Isabella** and State of Michigan, to wit;

N ½ OF SW 1/4 OF NW 1/4, ROLLAND TOWNSHIP, ISABELLA COUNTY, MICHIGAN

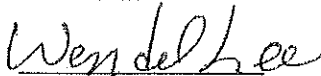
**This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.**

**The Grantor grants to the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.**

SUBJECT TO easements, restrictions and reservations of record.

**In witness Whereof**, the parties hereto have signed and sealed this Memorandum of Land Contract on the day and year first above written.

Seller:



Wendel and Jean Lee Revocable Trust, U/A/D November 22, 2016  
by: Wendel Lee, Trustee



Wendel and Jean Lee Revocable Trust, U/A/D November 22, 2016  
by: Jean Lee, Trustee

IN THE PRESENCE OF:

Heather M. Wood  
Heather M. Wood

Jordan D. Rasmussen  
Jordan D. Rasmussen

SELLERS:

Wendel Lee  
Wendel and Jean Lee Revocable Trust,  
U/A/D November 22, 2016 by Wendel Lee,  
Trustee

Jean Lee  
Wendel and Jean Lee Revocable Trust, U/A/D  
November 22, 2016 by Jean Lee, Trustee

IN THE PRESENCE OF:

Heather M. Wood  
Heather M. Wood

Jordan D. Rasmussen  
Jordan D. Rasmussen

PURCHASERS :

Andy Hershberger  
Andy Hershberger

Katie Hershberger  
Katie Hershberger

Eli Hershberger  
Eli Hershberger

Annie Hershberger  
Annie Hershberger

State of Michigan )

County of Montcalm )

Subscribed and sworn to before me this 10 day of June, 2019

Heather M. Wood  
Heather M. Wood, Notary Public  
Montcalm County, Michigan  
My Commission expires; 8/6/2024

Received  
ISABELLA COUNTY, MI  
12-01-2016 10:34 am.

20160009381  
Filed for Record in  
ISABELLA COUNTY, MI  
KAREN R. JACKSON  
12-01-2016 At 11:06:12 am.  
QUIT C DEED 30.00  
Liber 1751 Page 922 - 924

20180009381  
WILLIAM E GUGGIN  
PO BOX 488  
ALMA MI 48801

QUIT-CLAIM DEED

THIS INDENTURE made the 22 day of November 2016, BETWEEN WENDEL LEE AND JEAN ANN LEE, HUSBAND AND WIFE, OF 9535 WEST BLANCHARD ROAD, BLANCHARD, MICHIGAN 49310, party of the first part, and WENDEL LEE AND JEAN ANN LEE, AS CO-TRUSTEES OF THE WENDEL AND JEAN LEE REVOCABLE TRUST DATED NOVEMBER 22, 2016, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of No/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to its heirs and assigns, FOREVER, all that certain pieces or parcels of land situated in Sherman, Rolland, Deerfield and Broomfield Townships, and City of Mt. Pleasant, County of Isabella, and State of Michigan, and described as follows:

PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ SECTION 11, T14N, R4W, COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11, THENCE EAST 296 FEET, AND NORTH 50 FEET, TO THE POINT OF BEGINNING, THENCE NORTH 390 FEET, EAST 298 FEET, SOUTH 390 FEET, WEST 298 FEET TO THE POINT OF BEGINNING, CITY OF MT. PLEASANT, ISABELLA COUNTY, MICHIGAN.

AND

SECTION 11, T14N, R4W, COMMENCING AT A POINT 50 FEET NORTH AND 216 FEET EAST OF SOUTHWEST CORNER OF SOUTHWEST ¼ OF SECTION 11; THENCE NORTH 275 FEET, EAST 80 FEET, SOUTH 275 FEET, WEST 80 FEET TO THE POINT OF BEGINNING. CITY OF MT. PLEASANT, ISABELLA COUNTY, MICHIGAN.

AND

LAKE ISABELLA FOREST #1, LOT 203, VILLAGE OF LAKE ISABELLA, T15N, R6W, SHERMAN TOWNSHIP, ISABELLA COUNTY, MICHIGAN.

AND

THE EAST ½ OF THE EAST ½ OF THE NORTHWEST ¼ SECTION 16, T13N, R6W. ROLLAND TOWNSHIP, ISABELLA COUNTY, MICHIGAN.

AND

THE WEST ½ OF THE NORTHWEST ¼ EXCEPT COMMENCING 329.84 FEET EAST OF THE WEST ¼ CORNER; THENCE EAST 322.01 FEET; THENCE NORTH 208 FEET; THENCE WEST 322.01 FEET; THENCE SOUTH 208 FEET TO THE POINT OF BEGINNING, SECTION 28, T13N, R6W. 78.46 ACRES MORE OR LESS. ROLLAND TOWNSHIP, ISABELLA COUNTY, MICHIGAN.

AND

THE EAST ½ OF THE SOUTHEAST ¼ SECTION 19, T14N, R5W, EXCEPT COMMENCING AT A POINT ON THE EAST AND WEST QUARTER LINE, WHICH IS WEST 646.45 FEET FROM THE EAST QUARTER CORNER; THENCE SOUTH 00 DEGREES 02" 52' EAST 520.38 FEET; THENCE WEST 669.69 FEET TO THE EAST 1/8 LINE; THENCE NORTH 00 DEGREES 02" 52' WEST ALONG THE EAST 1/8 LINE, 520.38 FEET TO THE EAST AND WEST QUARTER LINE; THENCE EAST ALONG EAST AND WEST QUARTER LINE 669.69 FEET TO POINT OF BEGINNING; AND EXCEPT COMMENCING NORTH 00 DEGREES 11" 15' WEST 1380 FEET FROM THE SOUTHEAST CORNER SECTION 10, T14N, R5W; THENCE NORTH 00 DEGREES 11" 15' WEST 272 FEET; THENCE SOUTH 89 DEGREES 48" 45' WEST 330 FEET; THENCE SOUTH 00 DEGREES 11" 15' EAST 272 FEET; THENCE NORTH 89 DEGREES 48" 45' EAST 330 FEET TO POINT OF BEGINNING. 69.94 ACRES MORE OR LESS. DEERFIELD TOWNSHIP, ISABELLA COUNTY, MICHIGAN.

AND

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ SECTION 11, T14N, R5W. DEERFIELD TOWNSHIP, ISABELLA COUNTY, MICHIGAN.



(When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.)

*In Witness Whereof*, The said party of the first part has hereunto set his hand the day and year first above written.

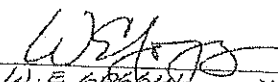
  
WENDEL LEE

  
JEAN ANN LEE

STATE OF MICHIGAN )  
  )Ss.

COUNTY OF GRATIOT )

On NOV 22, 2016, before me, a Notary Public, in and for said County, personally appeared Wendel Lee and Jean Ann Lee, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be of their free act and deed.

  
W. E. GOGGIN Notary Public  
GRATIOT County acting in GRATIOT  
County, Michigan  
My commission expires: 8/8/18

Prepared By: William E. Goggin, P.O. Box 488, Alma, Michigan 48801

**REQUEST TO REZONE  
10297 S. WYMAN ROAD  
ROLLAND TOWNSHIP**

**APPLICANT: ELI AND ANNIE HERSHBERGER**

**EXHIBIT "C"  
GIS MAP**



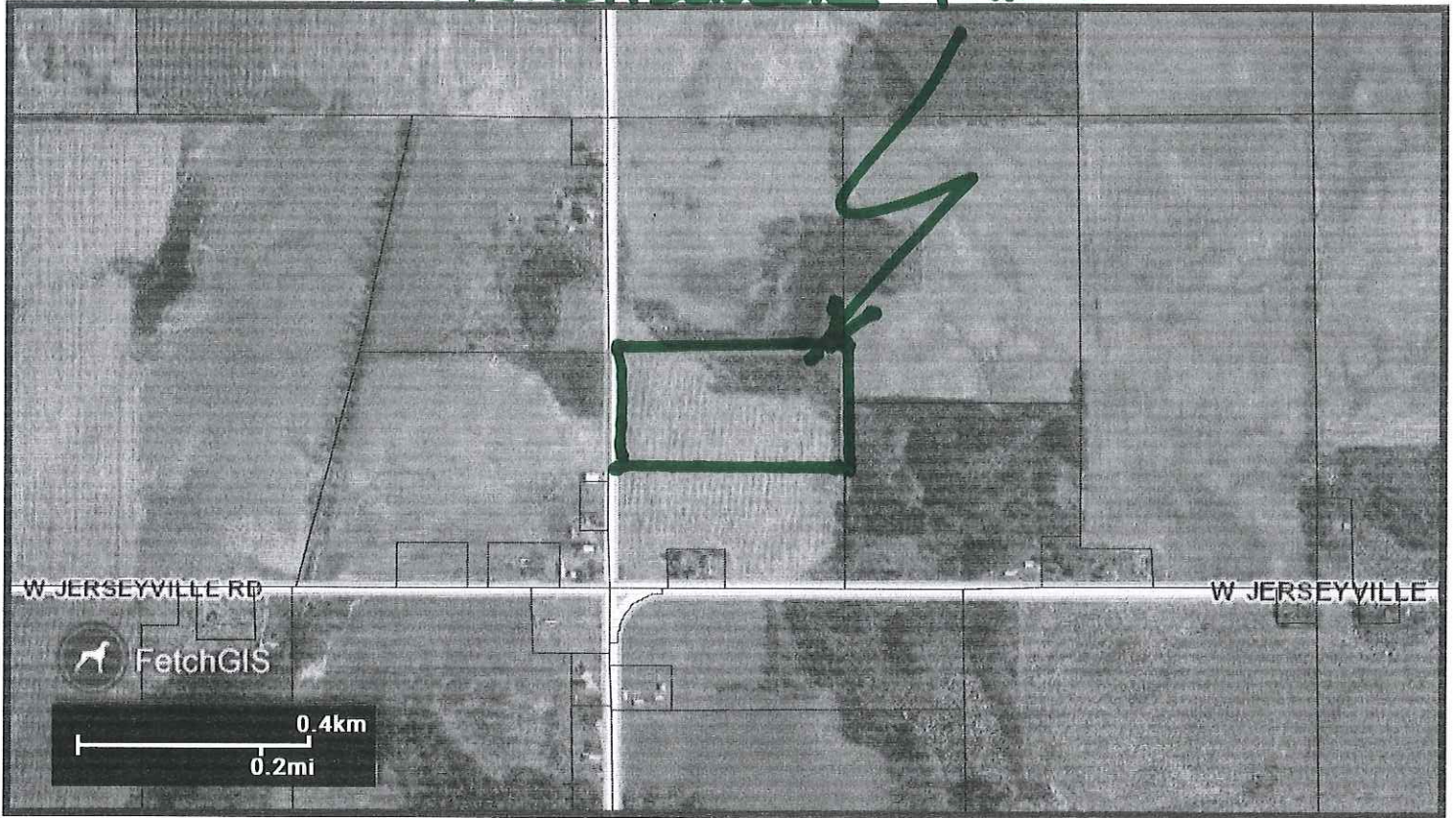
# Isabella County GIS Tax Info

Parcel Report: 12-028-10-002-11

5/5/2020

7:00:18 PM

**HERSHBERGER PARCEL**



### Property Address

10297 S WYMAN RD

### Owner Address

LEE WENDEL & JEAN REVOCABLE TRUST

Unit: 12

--

Unit Name: ROLLAND

9535 W BLANCHARD RD

BLANCHARD, MI 49310

### General Information for 2019 Tax Year

Parcel Number: 12-028-10-002-11      Assessed Value: \$0

Prop. Class Code: 109      Taxable Value: \$0

Prop. Class Name: AGRICULTURAL-VACANT      State Equalized Value: \$0

Exemption Percent: 0

School Dist Code: 59045

School Dist Name: MONTABELLA/MNTCC/MISD

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0

### Land Information

Acreage: 20  
Zoning:  
Town/Range/Sec 13N 06W 028

### Legal Description

T13N R6W SEC 28N 1/2 OF SW 1/4 OF NW 1/420.0 A M/L.SPLIT FOR 2020 FROM 10-002-10 TO 10-002-11 & 10-002-12. AG EXEMPT TRANSFER FOR AFFID L1536 P327 REGISTERED 11-12-10 FOR SALE WD L1535 P641 DATED 11-04-10 WITH 2011 CAPPED TV = 26166 & AV = 82000(FOR 12-028-10-002-00) & (FOR 12-028-10-002-10)

### Sales Information

No Records Found

### Tax History \*Total Due as of settlement date

### Tax Details 2019 Winter

School Dist. Code:	59045	Assessed Value:	\$0
School Dist. Name:	MONTABELLA/MNTCC/MISD	Taxable Value:	\$0
Property Class:	090	State Equalized Value:	\$0
Class Name:	NEW PARCEL, 090	Exemption Percent:	0%

### Last Payment Date:

Base Tax:	\$0.00	Base Paid:	\$0.00
Admin Fees:	\$0.00	Admin Fees Paid:	\$0.00
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$0.00	Total Paid:	\$0.00

## Tax Items 2019 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SCH OP FC FEE	17.9532	0.00	\$0.00
CHIP LIBRARY	1.75	0.00	\$0.00
MCALM COM COL OP	2.7175	0.00	\$0.00
MTCALM ISD V ED	1.3384	0.00	\$0.00
MTCALM ISD SP ED	3.4994	0.00	\$0.00
MTCALM ISD OPER	0.1742	0.00	\$0.00
MONTA DEBT 2010	1.55	0.00	\$0.00
MONTA DEBT 99/05	3.87	0.00	\$0.00
MONTA MAINT FUND	1.5	0.00	\$0.00
MONTABELLA OPER	17.9532	0.00	\$0.00
12 ROAD IMPROV	3.5	0.00	\$0.00
12 FIRE PROTECT	0.9985	0.00	\$0.00
ROLLAND OPER	0.9985	0.00	\$0.00
CO-PARKS & REC	0.35	0.00	\$0.00
CO-COM ON AGING	0.8776	0.00	\$0.00
CO-MED CARE FAC	0.7	0.00	\$0.00
CO-I-RIDE TRANS	0.862	0.00	\$0.00

## Tax Details 2019 Summer

<b>School Dist. Code:</b>	59045	<b>Assessed Value:</b>	\$0
<b>School Dist. Name:</b>	MONTABELLA/MNTCC/MISD	<b>Taxable Value:</b>	\$0
<b>Property Class:</b>	090	<b>State Equalized Value:</b>	\$0
<b>Class Name:</b>	NEW PARCEL, 090	<b>Exemption Percent:</b>	0%

## Last Payment Date:

<b>Base Tax:</b>	\$0.00	<b>Base Paid:</b>	\$0.00
<b>Admin Fees:</b>	\$0.00	<b>Admin Fees Paid:</b>	\$0.00
<b>Interest Fees:</b>	\$0.00	<b>Interest Fees Paid:</b>	\$0
<b>Total Tax &amp; Fees:</b>	\$0.00	<b>Total Paid:</b>	\$0.00

## Tax Items 2019 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
COUNTY OPERATING	6.61	0.00	\$0.00

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**REQUEST TO REZONE  
10297 S. WYMAN ROAD  
ROLLAND TOWNSHIP**

**APPLICANT: ELI AND ANNIE HERSHBERGER**

**EXHIBIT "D"  
LETTER OF CONSENT**

This is to Verify That  
Andy Hershberger  
as A Neighbor To Eli and  
Annie Hershberger is agreed  
To having Their Property rezoned  
so They can legally operate  
a Sawmill on Their property

Andy Hershberger 3-12-20

Signed By:

Date:

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This is to Verify That  
Terry LARSEN  
as A Neighbor To Eli and  
Annie Hershberger is agreed  
To having Their Property rezoned  
so They can legally operate  
a Sawmill on Their property


Signed By: Terry Larsen

Date: 3/16/2020

10090 Jerseyville Rd

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This is to Verify That  
ANDREW GILMAN  
as a neighbor To Eli and  
Annie Hershberger is agreed  
to having Their Property rezoned  
so they can legally operate  
a Sawmill on Their property  
⇒ They own it

Signed By: 

Date: 3-17-2020

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This is to Verify That  
as Richard S Justifer  
Annie Hershberger To Eli and  
To having Their Property rezoned  
so they can legally operate  
a Sawmill on Their property

Signed By: Richard S Justifer

Date: Richard S Justifer

3-12-20

10600 S WYMAN