

AGENDA OF THE CITY OF LIVONIA ZONING BOARD OF APPEALS
October 10, 2023 – 7:00 p.m.
Livonia City Hall Auditorium
33000 Civic Center Drive, Livonia, MI

AGENDA ITEM(S):

1. **APPEAL CASE NO. 2023-09-22, Steven Ray, 31041 Six Mile Rd.,** seeking to erect an additional accessory building (30'x50') on property resulting in excess number of accessory building and total building area.
2. **APPEAL CASE NO. 2023-09-23, Phil Kupras, 16023 Merriman Rd:** seeking to construct two separate additions on the rear of an existing dwelling, resulting in a deficient rear yard setback.
3. **APPEAL CASE NO. 2023-09-24, Souad Massoud, 37437 Lancaster St:** seeking to erect an accessory building within the side yard, also the corner side yard setback, which is not allowed. The slab and rat wall have been placed without permits. Accessory building must be located in the rear yard, not in the side yard or within the corner side street setback.
4. **APPEAL CASE NO. 2023-09-25, Dover Development on behalf of Ron Emling, 34430, 34434 and 34437 Rosati:** seeking to erect an industrial building on industrial properties resulting in deficient front yard setback, deficient landscaping for parking areas over 40 spaces. Also, the truck loading/unloading docs are located in the front yard setback, which is not allowed. Lots 8, 9 and 10 need to be combined into one parcel. A cross parking/access agreement is required between lot 7 and lots 8-10.

*Public comments may be sent to the ZBA Office at 33000 Civic Center Drive,
Livonia, MI and include name, address, and signature.*

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Livonia ZBA Office, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2250 if you need assistance. ZBA agendas are available on the City's website – www.livonia.gov - under Your Government, Boards & Commissions L-Z, Zoning Board of Appeals, Agendas & Minutes.

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, Chairman
JAMES M. BARINGHAUS, Vice Chairman
TIMOTHY J. KLISZ, Secretary
CHRISTOPHER N. BOLOVEN
TAMARA OLIVERIO
MARTHA PTASHNIK
MICHAEL A. TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

COUNCIL MEMBERS

JIM JOLLY, President
LAURA M. TOY, Vice President
SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON MCCULLOUGH
KATHLEEN E. MCINTYRE
SCOTT MORGAN

PUBLIC NOTICE SEPTEMBER 22, 2023

APPEAL CASE NO. 2023-09-22, 31040 Six Mile: an appeal was made to the Zoning Board of Appeals by Stephen Ray, seeking to erect an additional accessory building (30'x50') on property resulting in excess number of accessory building and total building area.

This Low-Density Residential property is located on the south side of Six Mile (31041), between Merriman and Ryan, Lot. No. 054-01-0007-000 (Lots 7,8), R-U-F, Rural Urban Farm District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09 (1), A (Maximum Size), B (Maximum Number).

Accessory Building Area:

Allowed: 1820 sq ft
(900 sq ft allowed for housing animals)
Proposed: 3504 sq ft
Excess: 1684 sq ft

Number of Accessory Buildings

Allowed: 3
Proposed: 6
Excess: 3

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the first floor of City Hall on Tuesday, October 10, 2023, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2023-09-22
Meeting Date: October 10, 2023

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant SAME AS OWNER Address 313-278-1078
Owner STEPHEN RAY Address 31041 SIX MILE, LIVONIA, MI 48152
Lessee — Address —
Location SOUTH Side of 31041 SIX MILE Street —
Between MERRIMAN And RYAN
Lot No./Parcel No. 054-01-0007-000 (LOTS 7, 8) Subdivision BELL CREEK ESTATES
Zoning District RUF Map No. NW14 Lot Size 200.7' x 600' (120,420 SQ FT) Alley —
Present Use RESIDENCE AND KENNEL Proposed Use EXPANSION OF USE
HOUSE ATTACH ACCESSORY BLD AND STABLE
Present Building Size 2120 S.F. / 400 S.F. / 1544 SQ FT Proposed Building Size 30' x 50' + PORCH (1560 SQ FT)
Present Height of Building ONE STORY Proposed Height 19.5 FEET
Allowable Lot Coverage 35% (42,147 SQ FT) Proposed Lot Coverage 4.6% (5624 SQ FT)
Proposal SEEKING TO ERECT AN ADDITIONAL ACCESSORY BUILDING (30' x 50')

ON PROPERTY RESULTING IN EXCESS NUMBER OF ACCESSORY
BUILDING AND TOTAL BUILDING AREA. NUMBER OF ACCESSORY
BUILDINGS ALLOWED: THREE; PROPOSED: SIX; EXCESS: THREE.
ACCESSORY BUILDING AREA ALLOWED: 1820 SQ FT (900 SQ FT FOR
HOUSING ANIMALS); PROPOSED: 3504 SQ FT; EXCESS: 1684 SQ FT

Reason for Rejection ZONING ORDINANCE, SECTION 7.09(1)A, B

Deficient Side Yard	Deficient Front Yard	Deficient Rear Yard
Deficient Lot Area	Deficient Lot Area per Room	Encroachment
Excessive Lot Coverage	Excessive Height	Increasing No. Units <u>7.09(1)B 3 BUILDINGS</u>
Use Prohibited	Deficient Parking Spaces	Increasing Area and Bulk <u>7.09(1)A 1684 SQ FT</u>

Remarks ASIDE: THIS PROPERTY IS A BUSINESS
KNOWN AS "CAPE MAY KENNELS"

Plans and Application examined by Ry

Date SEPTEMBER 13 2023

ZONING EXAMINER

APPLICATION FOR VARIANCE

Stephen Ray	31041 Six Mile Rd	Livonia	48152	313-278-1078	
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 31041 Six Mile Rd

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1.

Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they?
None
2.

Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:
14C7 8 BELL CREEK ESTATES T1S R9E L67 P33 WCR LOTS 7 AND 8

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3.

Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City: One of the largest RUF properties in City; Intention is to operate a working Farm; Existing house has no basement; Existing buildings have specific purposes but not conducive to farming.
4.

Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return: Need building for storage of Farm Operating Equipment and Supplies, Supplies, storage of offsite Farmer's Market Equipment, and Product preparation and processing.
5.

Explain why you think this variance would be fair to the neighbors and others who might be affected. Proposed building is not visible from 6 Mile Rd; It will be located in center of property more than 150 ft from closest neighbor, with existing trees and existing privacy fence obscuring view.
6.

Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No
7.

If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made? This property and the situation of operating a working farm is too unique to warrant an ordinance amendment.



8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: _____

No

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? _____

Property is correctly zoned as RUF for operating a Residential Urban Farm.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: _____

Please print name of property owner: _____

STEPHEN J. RAY

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 11th day of Sept., 2023

(Notary Public, Wayne County, Michigan)

My Commission expires 12-24-25

JASMINE RENAE COLEMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 24, 2025
ACTING IN COUNTY OF Wayne

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated SEPTEMBER 13, 23 which reads as follows:

ZONING ORDINANCE, SECTION 2.09(1) A, B

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

(Supervisor)

Application for permit filed No

Violation Issued No

Abrahamson, Randy

From: Taormina, Mark
Sent: Tuesday, September 12, 2023 11:43 AM
To: Abrahamson, Randy; Miller, Scott
Cc: Kasprowicz, Sara; Stierna, Matthew; Hanna, Jerome
Subject: RE: Message from "inspricoh"

Thanks, Randy. Looking at the history, the Inspection Department has issued multiple 'Valid Nonconforming Use' certificates over the years. A waiver was never granted, so they couldn't expand something that's never been approved. Moreover, to have them seek a waiver now doesn't make sense since they're operating a lawful nonconforming use. Therefore, depending on the structure's purpose, especially if it's intended to house more dogs, the ZBA might also have to consider expanding the nonconforming use.

Mark

Mark Taormina

Planning and Economic Development Director
City of Livonia | Planning Department
(734) 466-2292
mtaormina@livonia.gov

From: Abrahamson, Randy <RAbrahamson@livonia.gov>
Sent: Tuesday, September 12, 2023 11:20 AM
To: Taormina, Mark <mtaormina@livonia.gov>; Miller, Scott <smiller@livonia.gov>
Cc: Kasprowicz, Sara <skasprowicz@livonia.gov>; Stierna, Matthew <mstierna@livonia.gov>; Hanna, Jerome <JHanna@livonia.gov>
Subject: FW: Message from "inspricoh"

Good morning to all,

I received a variance request/application for 31041 Six Mile. The appeal involves the addition of a 30' X 50' storage building.

After reviewing this a bit further, it is an animal kennel, known as "Cape May Kennels".

My question to the Planning Department is the necessity of a waiver use approval, or more specifically, the expansion of a waiver use.

Would this need to be formally approved?

Thank you folks!!

Randy Abrahamson

Senior Building Inspector
City of Livonia | Inspection Department

(734) 466-2577
RAbrahamson@livonia.gov

From: Abrahamson, Randy <RAbrahamson@livonia.gov>
Sent: Tuesday, September 12, 2023 11:01 AM
To: Abrahamson, Randy <RAbrahamson@livonia.gov>
Subject: Message from "inspricoh"

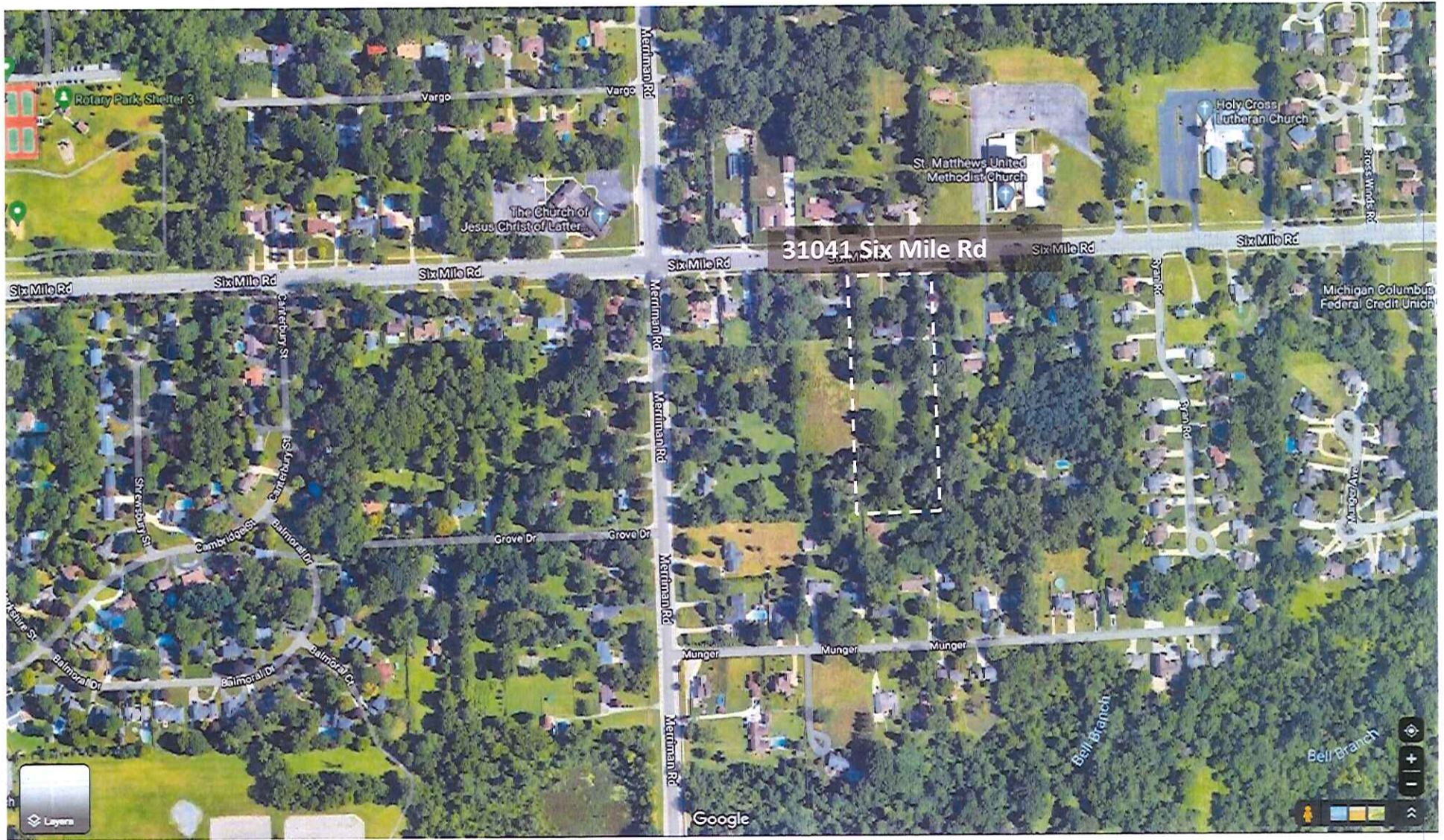
This E-mail was sent from "inspricoh" (MP C4503).

Scan Date: 09.12.2023 11:01:25 (-0400)
Queries to: InspectionScans@livonia.gov

Randy Abrahamson
Senior Building Inspector
City of Livonia | Inspection Department
(734) 466-2577
RAbrahamson@livonia.gov



Genelia



31041 Six Mile Rd In Context



Buildings and Neighbors



Site Location



Northeast Perspective



Northwest Perspective



Site View from Inside House



☆=Location of Proposed Building

Overhead 1



★=Location of Proposed Building

Overhead 2



☆=Location of Proposed Building

Overhead 3



☆=Location of Proposed Building

Overhead 4

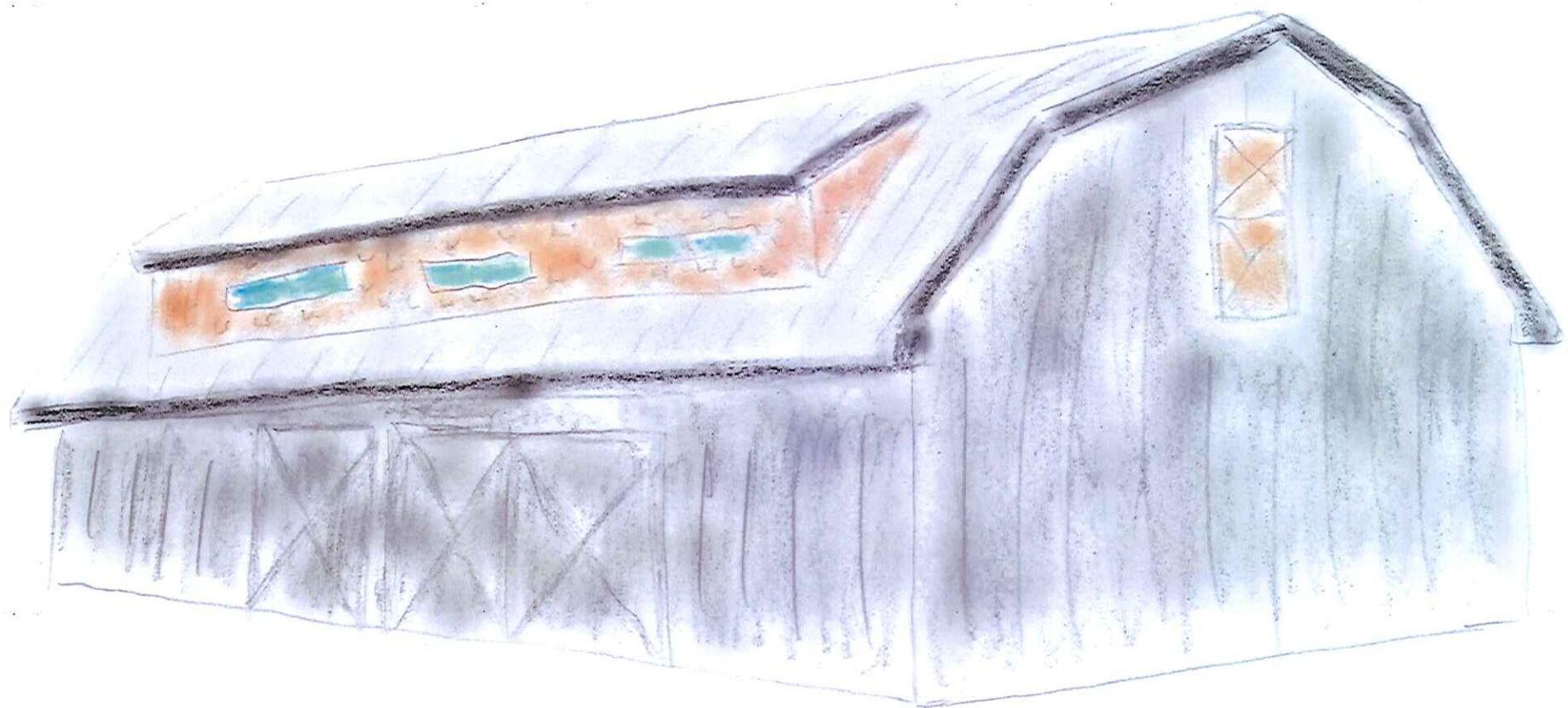


☆=Location of Proposed Building

Overhead 5



Rendering – Front (North)



Rendering – Rear (South)



Roof Dormer Style Reference _____



Color Style Inspiration

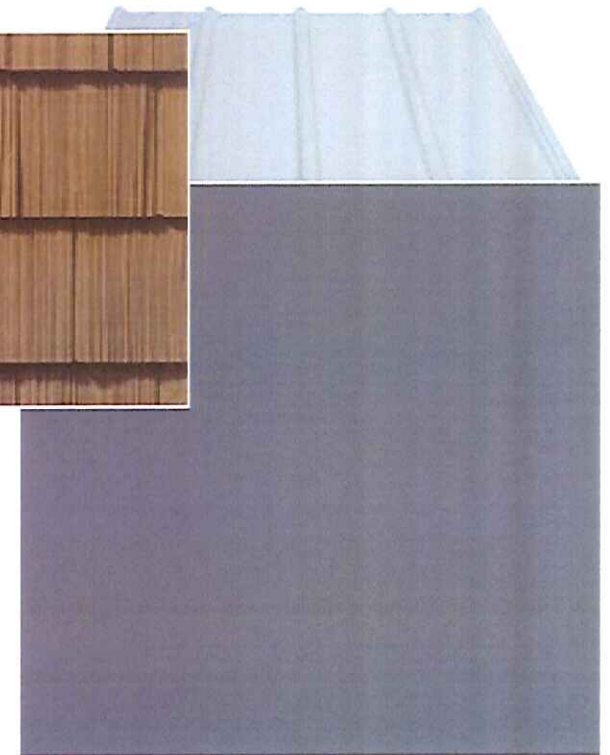


Porch Post Design



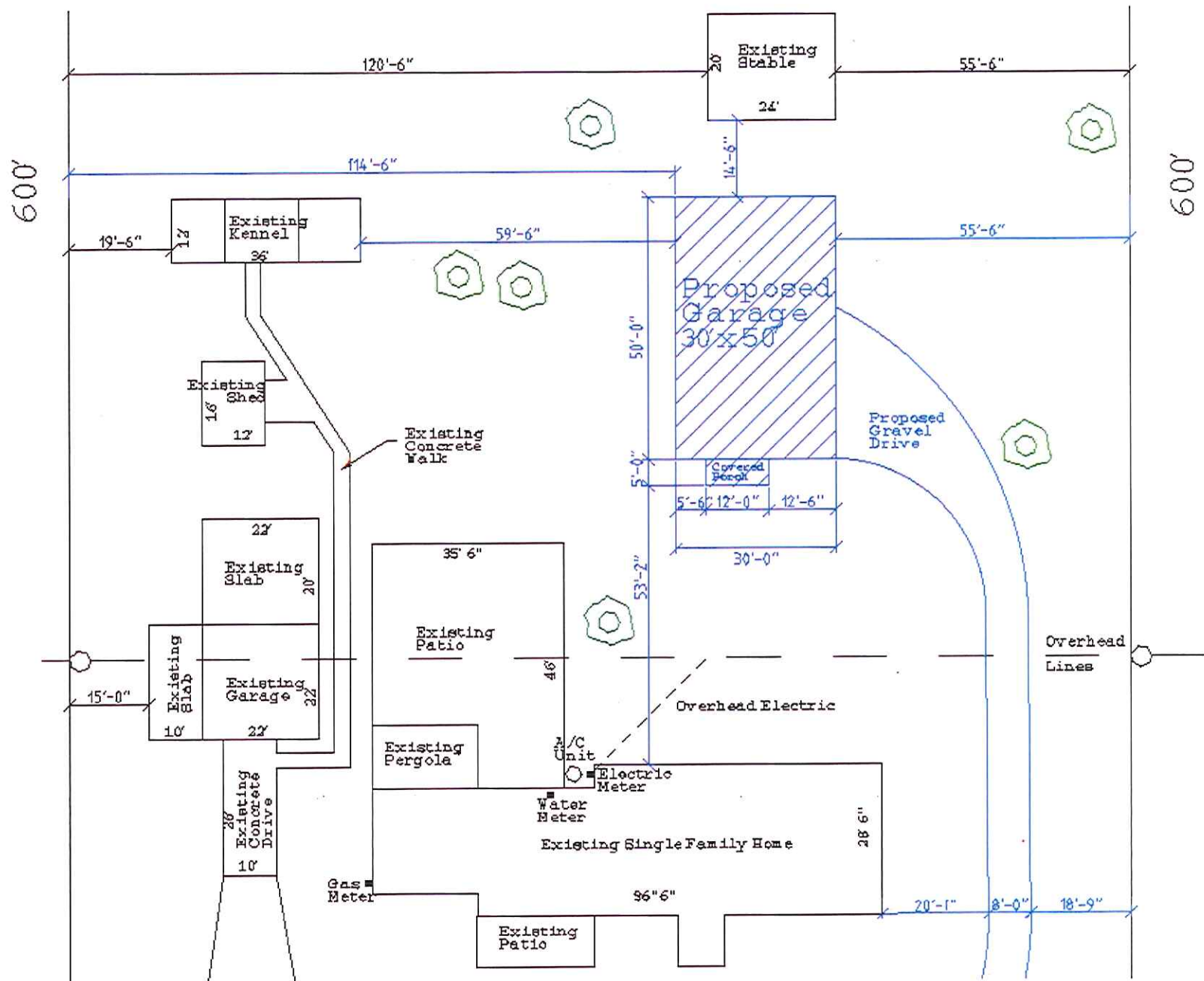
Mountain Cedar

Ash Grey

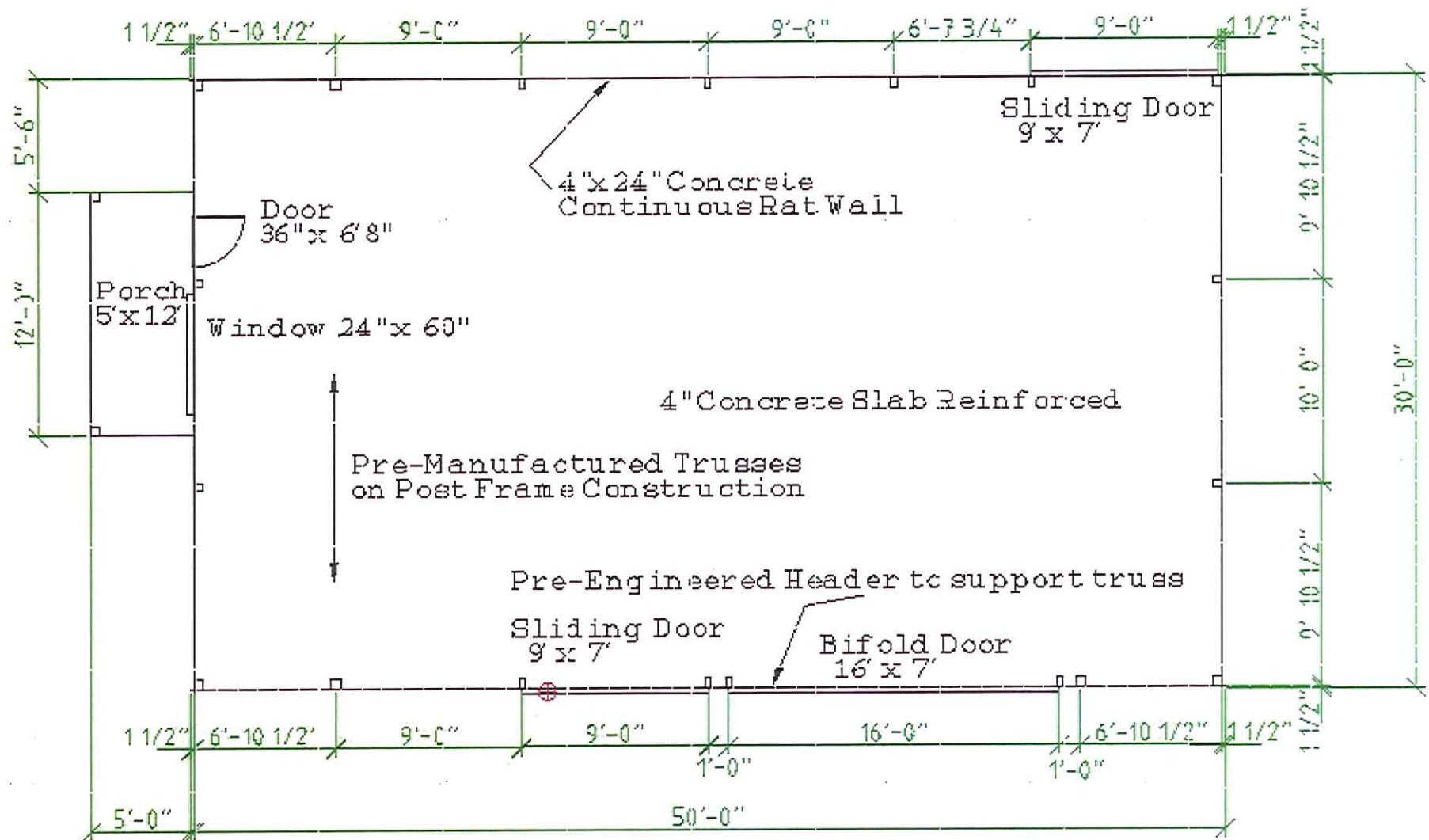


Sherwin Williams Knight's Armor

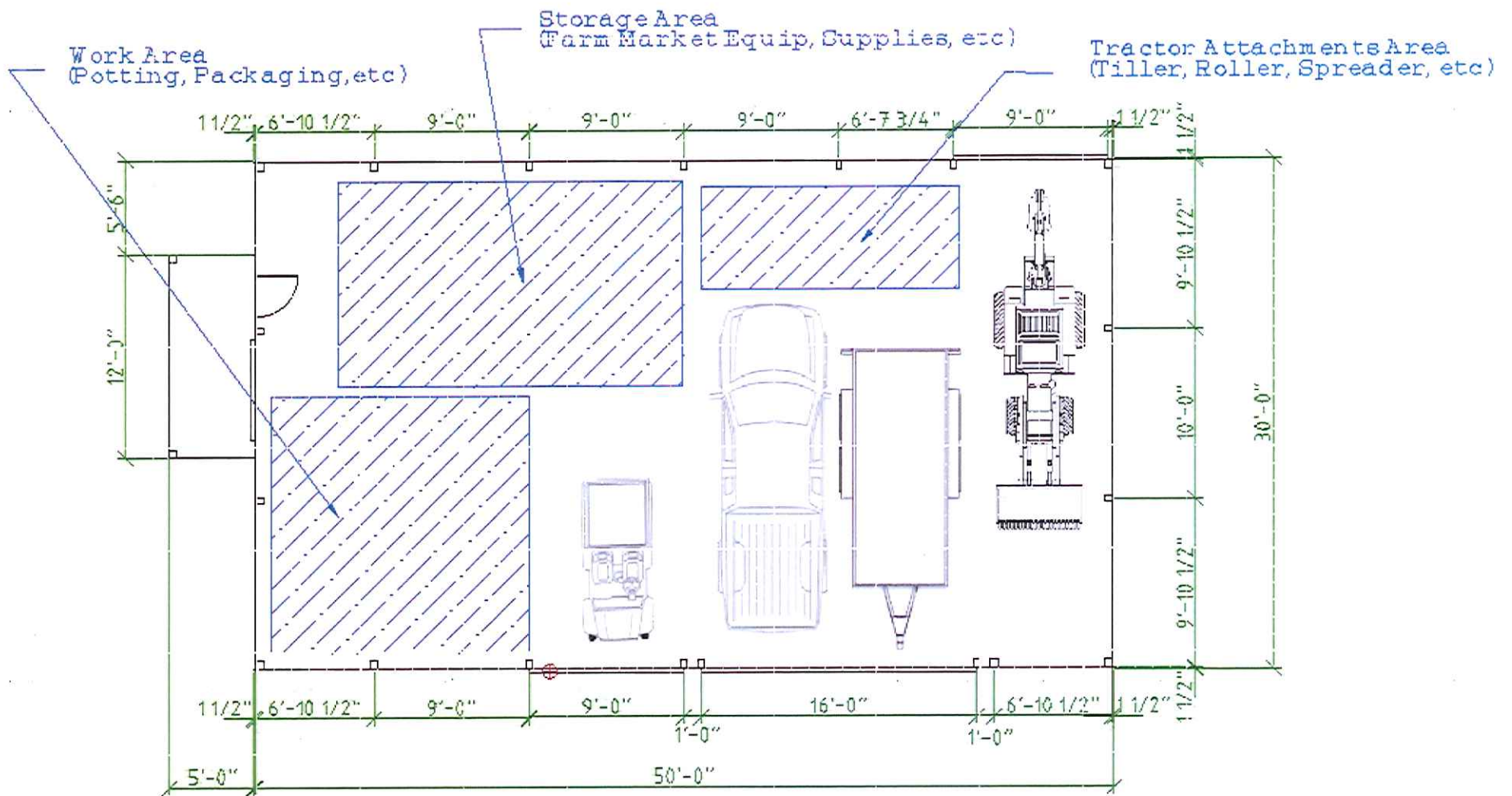
Facade Style Reference



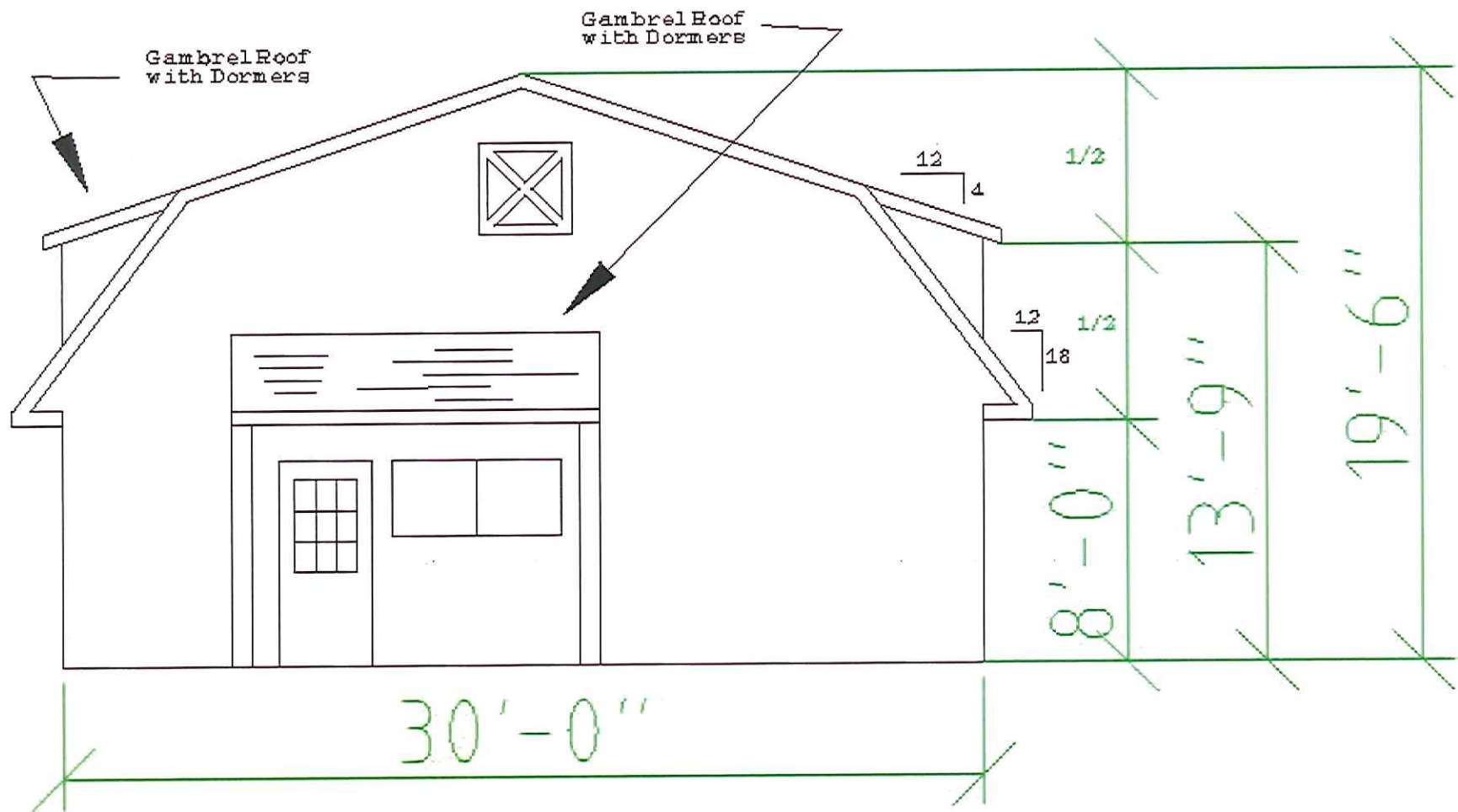
Plot Plan Zoom In



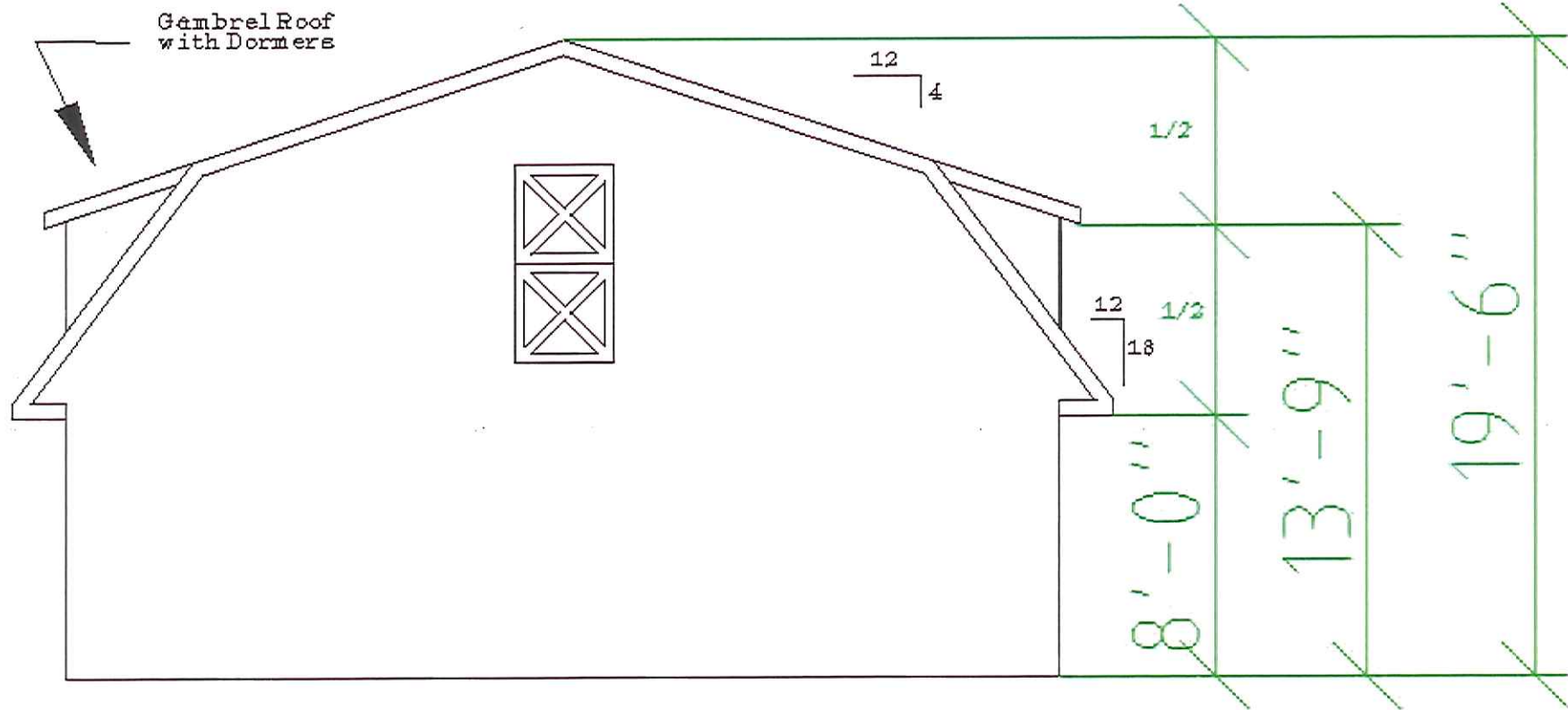
Floor Plan



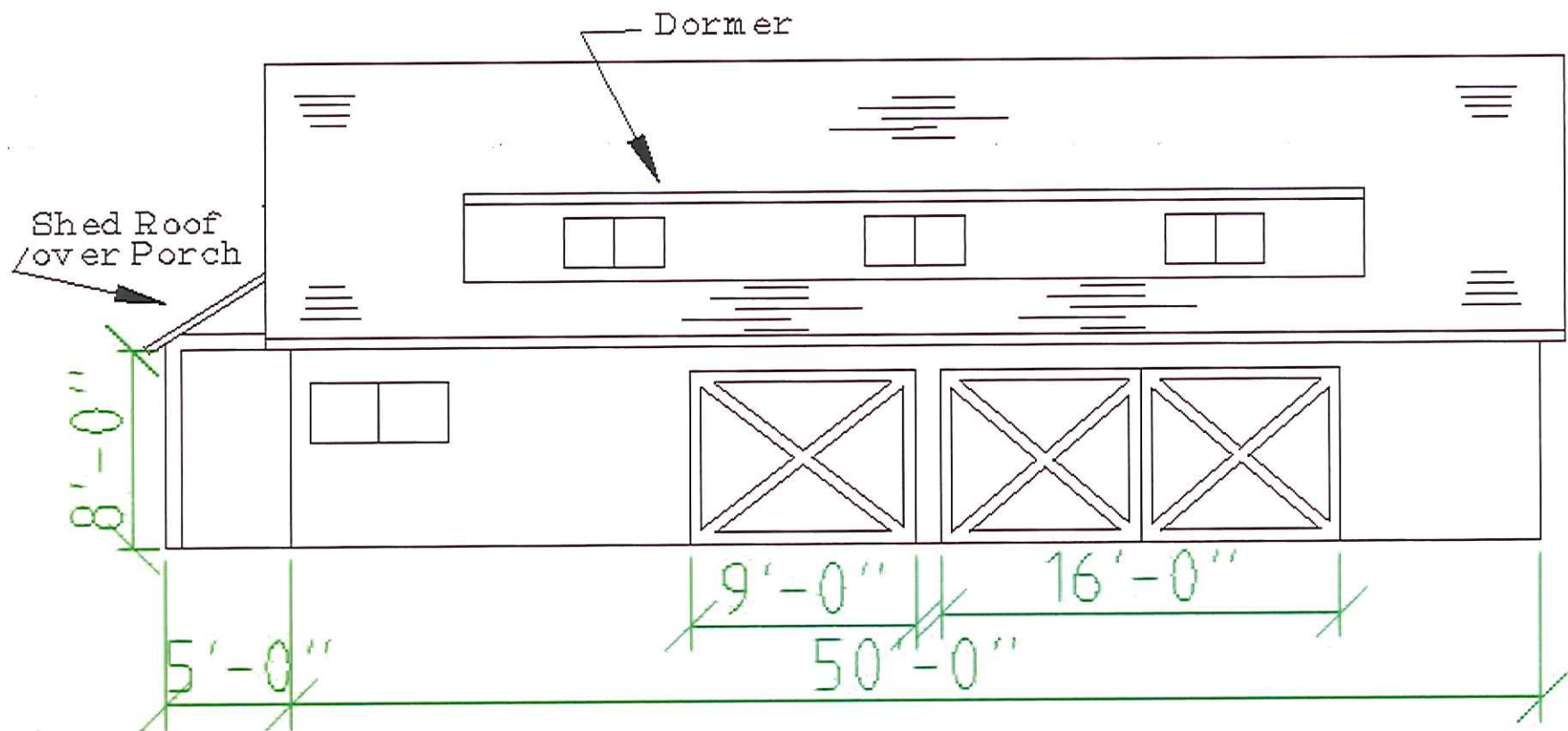
Floor Plan w/ Equipment



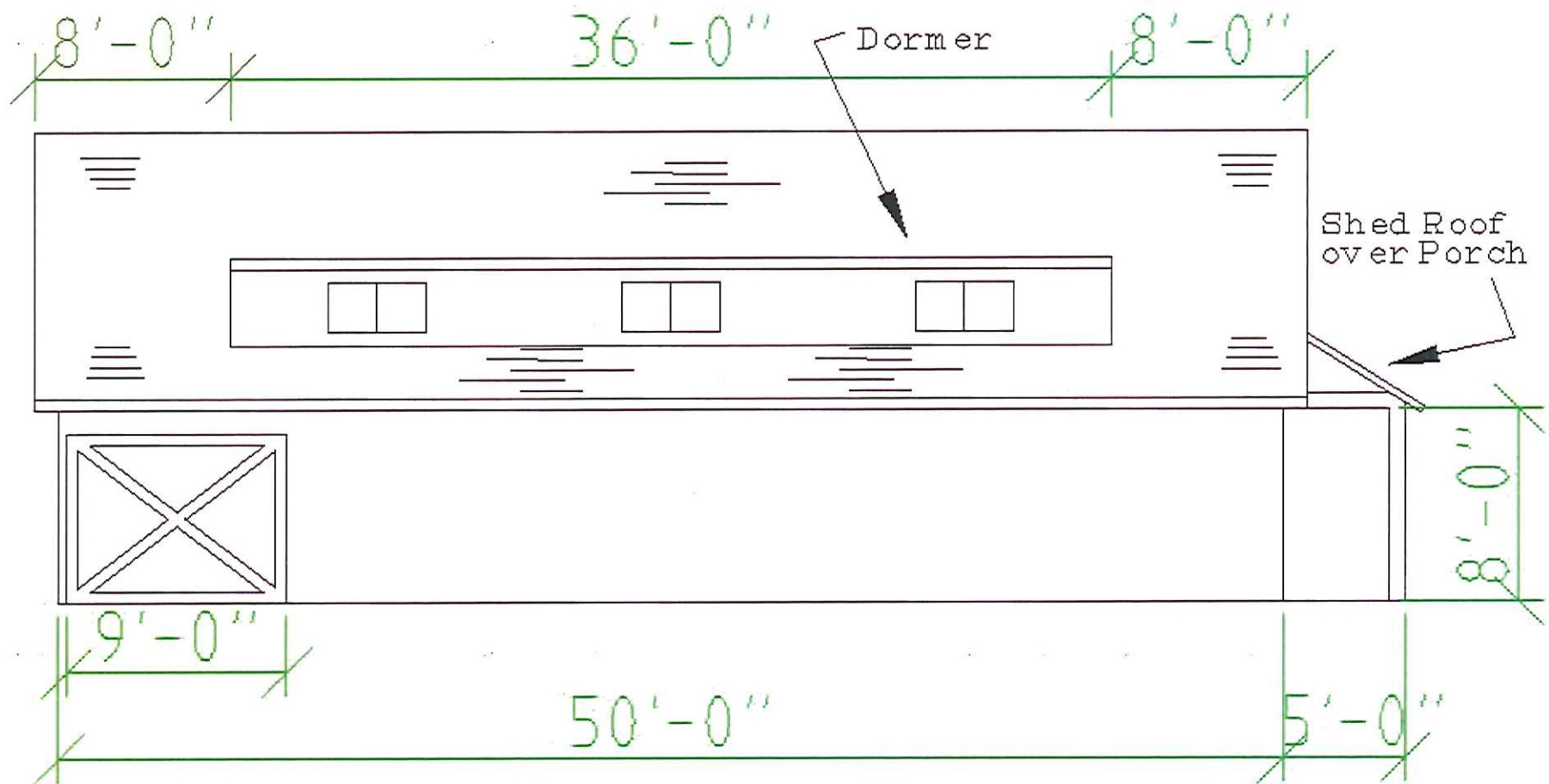
North Elevation (Front)



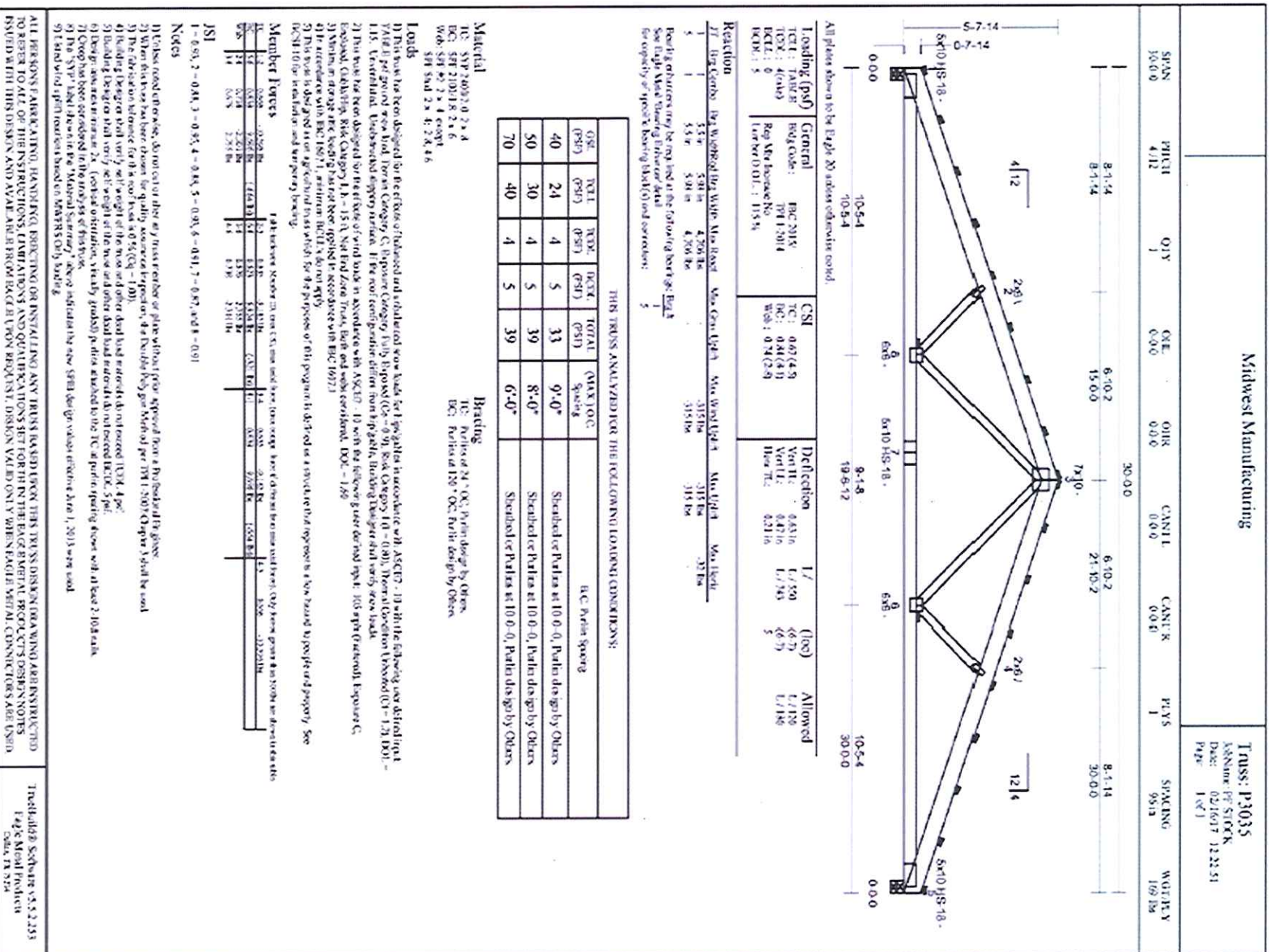
South Elevation (Rear)

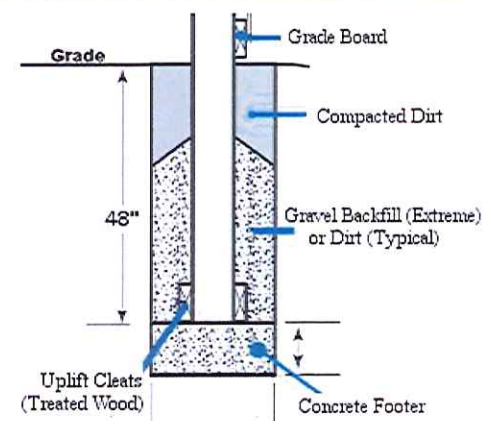
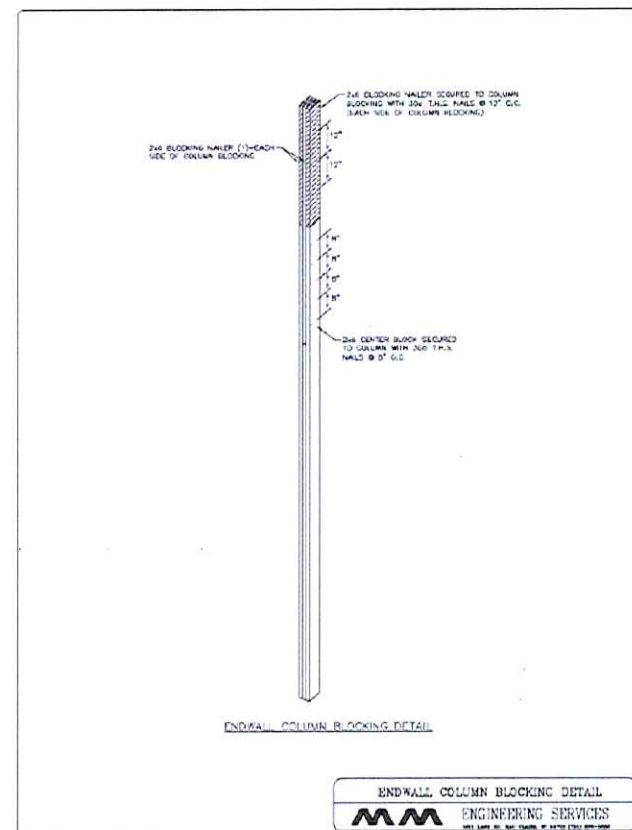
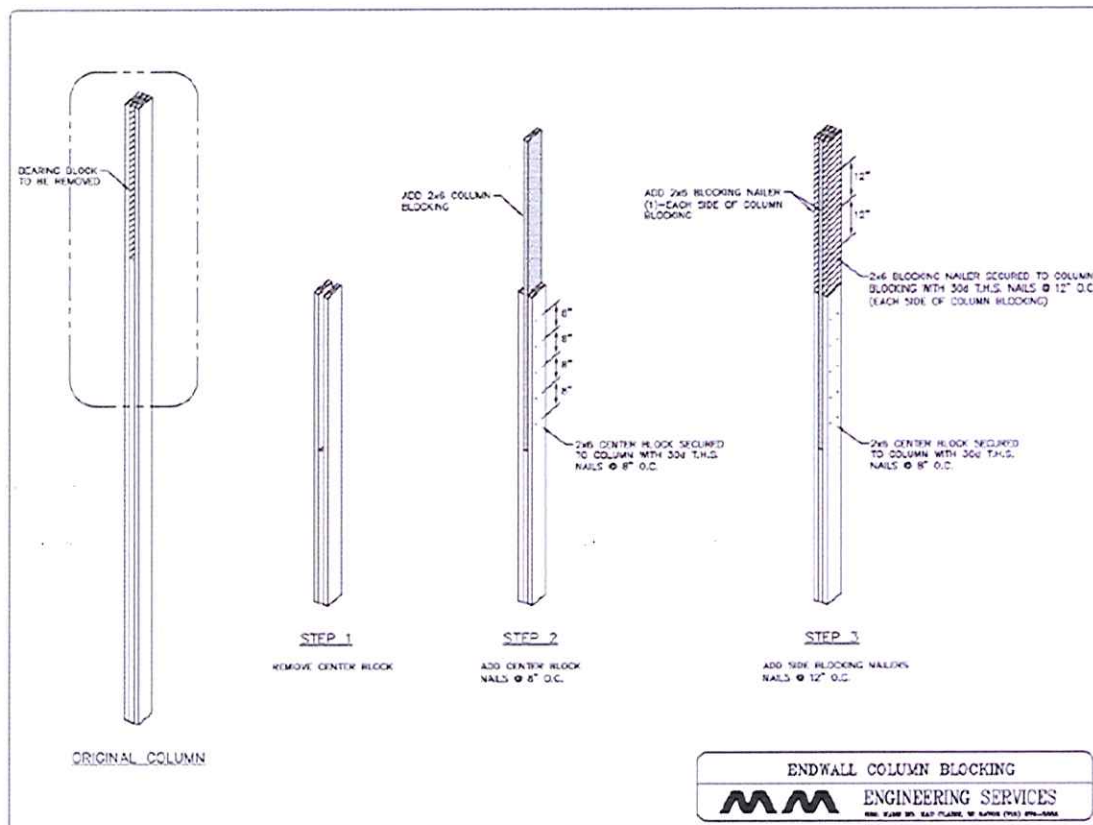


West Elevation (Right Side)

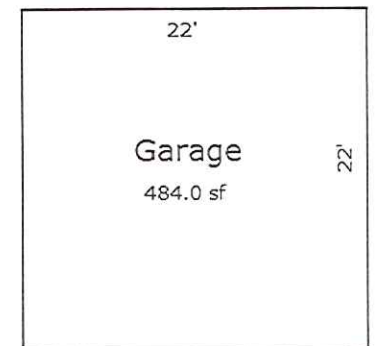
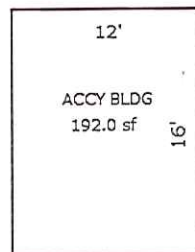
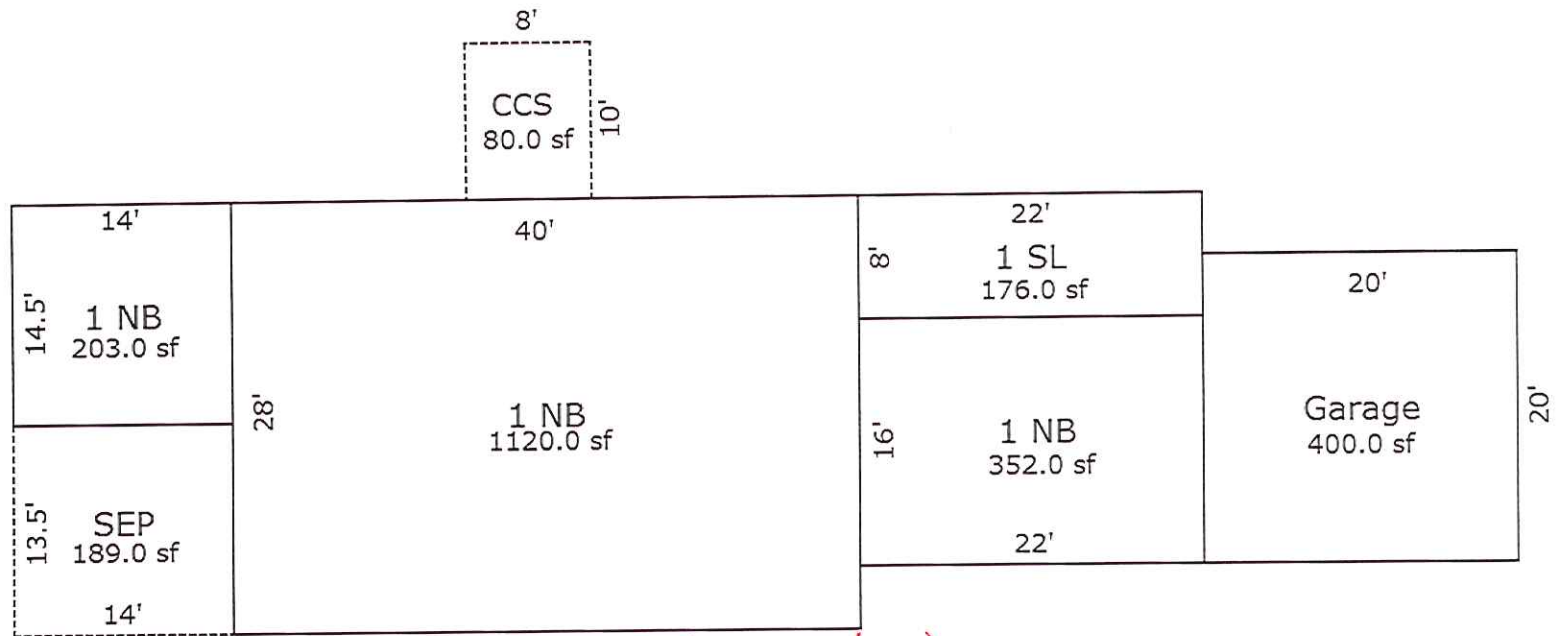


East Elevation (Left Side)





Post Frame Construction



This site plan illustrates the layout of a property at 31041 6 Mile Rd, bounded by Six Mile Road to the south and a 600' wide area to the north. The plan includes the following features and dimensions:

- Existing Structures and Features:**
 - Existing Stable:** 24' x 20' (Area 480).
 - Existing Kennel:** 36' x 12' (Area 432).
 - Existing Shed:** 16' x 12' (Area 192).
 - Existing Slab:** 22' x 20' (Area 440).
 - Existing Garage:** 22' x 10'.
 - Existing Concrete Drive:** 10' wide.
 - Existing Patio:** 35'6" x 46'.
 - Existing Pergola:** 46' wide.
 - Existing Single Family Home:** 28'6" wide.
 - Existing Gravel Drive:** Located at the bottom of the property.
 - Public Sidewalk:** Located along Six Mile Road.
 - Utilities:** Gas Meter, Water Meter, Electric Meter, A/C Unit, and Overhead Electric lines are shown.
- Proposed Structures and Features:**
 - Proposed Garage:** 30' x 50' (Hatched area).
 - Proposed Gravel Drive:** A new curved drive on the right side of the property.
 - Proposed Pergola:** 5'6" x 12'0" (Hatched area).
- Dimensions and Layout:**
 - North Boundary:** 600'.
 - East Boundary:** 600'.
 - Internal Dimensions:**
 - Top horizontal: 120'-6" (left) and 55'-6" (right).
 - Left vertical: 19'-6" (top) and 15'-0" (bottom).
 - Top horizontal (under Kennel): 114'-6" (left) and 59'-6" (right).
 - Right vertical: 55'-6" (left) and 50'-0" (right).
 - Bottom horizontal: 96'-6" (left) and 20'-1" (right).
 - Bottom right horizontal: 8'-0" and 18'-9".

PLOT PLAN
Scale: 1/4" = 10'

LOW DENSITY RESIDENTIAL

FUTURE LAND USE PLAN:
"LOW DENSITY RESIDENTIAL"



Zoning Districts

- | | |
|---|------------------------------|
|  | RUF Rural Urban Farm |
|  | N1 Neighborhood |
|  | N2 Neighborhood |
|  | NM1 Neighborhood Multifamily |
|  | NM2 Neighborhood Multifamily |
|  | NM3 Neighborhood Multifamily |
|  | P Parking |
|  | C-1 Local Business |
|  | C-2 General Business |
|  | C-3 Highway Services |
|  | C-4 High Rise Commercial |
|  | M-L Manufacturing Limited |
|  | M-1 Light Manufacturing |
|  | M-2 General Manufacturing |
|  | P-L Public Lands |
|  | NP Nature Preserves |

N.W. 1/4 Section 14

City of Livonia

T. 1 south, R. 9 east
Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet



APPLICATION FOR VARIANCE

Stephen Ray	31041 Six Mile Rd	Livonia	48152	313-278-1078	
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 31041 Six Mile Rd

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? None

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

14C7 8 BELL CREEK ESTATES T1S R9E L67 P33 WCR LOTS 7 AND 8

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City: One of the largest RUF properties in City; Intention is to operate a working

Farm; Existing house has no basement; Existing buildings have specific purposes but not conducive to farming.

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return: Need building for storage of Farm Operating Equipment and Supplies,

Supplies, storage of offsite Farmer's Market Equipment, and Product preparation and processing.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. Proposed building is not visible from 6 Mile Rd; It will be located in center of property more than

150 ft from closest neighbor, with existing trees and existing privacy fence obscuring view.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made? This property and the situation of operating a working farm is too unique to warrant

an ordinance amendment.

RECEIVED

SEP 12 2023

Inspection Department
City of Livonia

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: _____

No

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? _____

Property is correctly zoned as RUF for operating a Residential Urban Farm.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: _____

Please print name of property owner: _____

STEPHEN J. RAY

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 11th day of Sept., 2023

(Notary Public, Wayne County, Michigan)

My Commission expires 12-24-25

JASMINE RENAE COLEMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 24, 2025
ACTING IN COUNTY OF Wayne

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated SEPTEMBER 13, 23 which reads as follows:

ZONING ORDINANCE, SECTION 2.09(1) A, B

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

(Supervisor)

Application for permit filed

No

Violation Issued

No

Abrahamson, Randy

From: Taormina, Mark
Sent: Tuesday, September 12, 2023 11:43 AM
To: Abrahamson, Randy; Miller, Scott
Cc: Kasprowicz, Sara; Stierna, Matthew; Hanna, Jerome
Subject: RE: Message from "inspricoh"

Thanks, Randy. Looking at the history, the Inspection Department has issued multiple 'Valid Nonconforming Use' certificates over the years. A waiver was never granted, so they couldn't expand something that's never been approved. Moreover, to have them seek a waiver now doesn't make sense since they're operating a lawful nonconforming use. Therefore, depending on the structure's purpose, especially if it's intended to house more dogs, the ZBA might also have to consider expanding the nonconforming use.

Mark

Mark Taormina

Planning and Economic Development Director
City of Livonia | Planning Department
(734) 466-2292
mtaormina@livonia.gov

From: Abrahamson, Randy <RAbrahamson@livonia.gov>
Sent: Tuesday, September 12, 2023 11:20 AM
To: Taormina, Mark <mtaormina@livonia.gov>; Miller, Scott <smiller@livonia.gov>
Cc: Kasprowicz, Sara <skasprowicz@livonia.gov>; Stierna, Matthew <mstierna@livonia.gov>; Hanna, Jerome <JHanna@livonia.gov>
Subject: FW: Message from "inspricoh"

Good morning to all,

I received a variance request/application for 31041 Six Mile. The appeal involves the addition of a 30' X 50' storage building.

After reviewing this a bit further, it is an animal kennel, known as "Cape May Kennels".

My question to the Planning Department is the necessity of a waiver use approval, or more specifically, the expansion of a waiver use.

Would this need to be formally approved?

Thank you folks!!

Randy Abrahamson

Senior Building Inspector
City of Livonia | Inspection Department

(734) 466-2577
RAbrahamson@livonia.gov

From: Abrahamson, Randy <RAbrahamson@livonia.gov>
Sent: Tuesday, September 12, 2023 11:01 AM
To: Abrahamson, Randy <RAbrahamson@livonia.gov>
Subject: Message from "inspricoh"

This E-mail was sent from "inspricoh" (MP C4503).

Scan Date: 09.12.2023 11:01:25 (-0400)
Queries to: InspectionScans@livonia.gov

Randy Abrahamson
Senior Building Inspector
City of Livonia | Inspection Department
(734) 466-2577
RAbrahamson@livonia.gov

2023-09-22



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant SAME AS OWNER Address 313-278-1078
Owner STEPHEN RAY Address 31041 SIX MILE, LIVONIA, MI 48152
Lessee — Address —
Location SOUTH Side of 31041 SIX MILE Street —
Between MERRIMAN And RYAN
Lot No./Parcel No. 054-01-0007-000 (LOTS 7, 8) Subdivision BELL CREEK ESTATES
Zoning District RUF Map No. NW14 Lot Size 200.7' x 600' (120,420 SQ FT) Alley —
Present Use RESIDENCE AND KENNEL Proposed Use EXPANSION OF USE
HOUSE ATTACH ACCESSORY BLD AND STABLE
Present Building Size 2120 S.F. / 400 S.F. / 1544 SQ FT Proposed Building Size 30' x 50' + PORCH (1560 SQ FT)
Present Height of Building ONE STORY Proposed Height 19.5 FEET
Allowable Lot Coverage 35% (42,147 SQ FT) Proposed Lot Coverage 4.6% (5624 SQ FT)
Proposal SEEKING TO ERECT AN ADDITIONAL ACCESSORY BUILDING (30' x 50')

ON PROPERTY RESULTING IN EXCESS NUMBER OF ACCESSORY
BUILDING AND TOTAL BUILDING AREA. NUMBER OF ACCESSORY
BUILDINGS ALLOWED: THREE; PROPOSED: SIX; EXCESS: THREE.
ACCESSORY BUILDING AREA ALLOWED: 1820 SQ FT (900 SQ FT FOR
HOUSING ANIMALS); PROPOSED: 3504 SQ FT; EXCESS: 1684 SQ FT

Reason for Rejection ZONING ORDINANCE, SECTION 7.09(1)A, B

Deficient Side Yard	Deficient Front Yard	Deficient Rear Yard
Deficient Lot Area	Deficient Lot Area per Room	Encroachment
Excessive Lot Coverage	Excessive Height	7.09(1)B 3 BUILDINGS
Use Prohibited	Deficient Parking Spaces	7.09(1)A 1684 SQ FT

Remarks ASIDE: THIS PROPERTY IS A BUSINESS
KNOWN AS "CAPE MAY KENNELS"

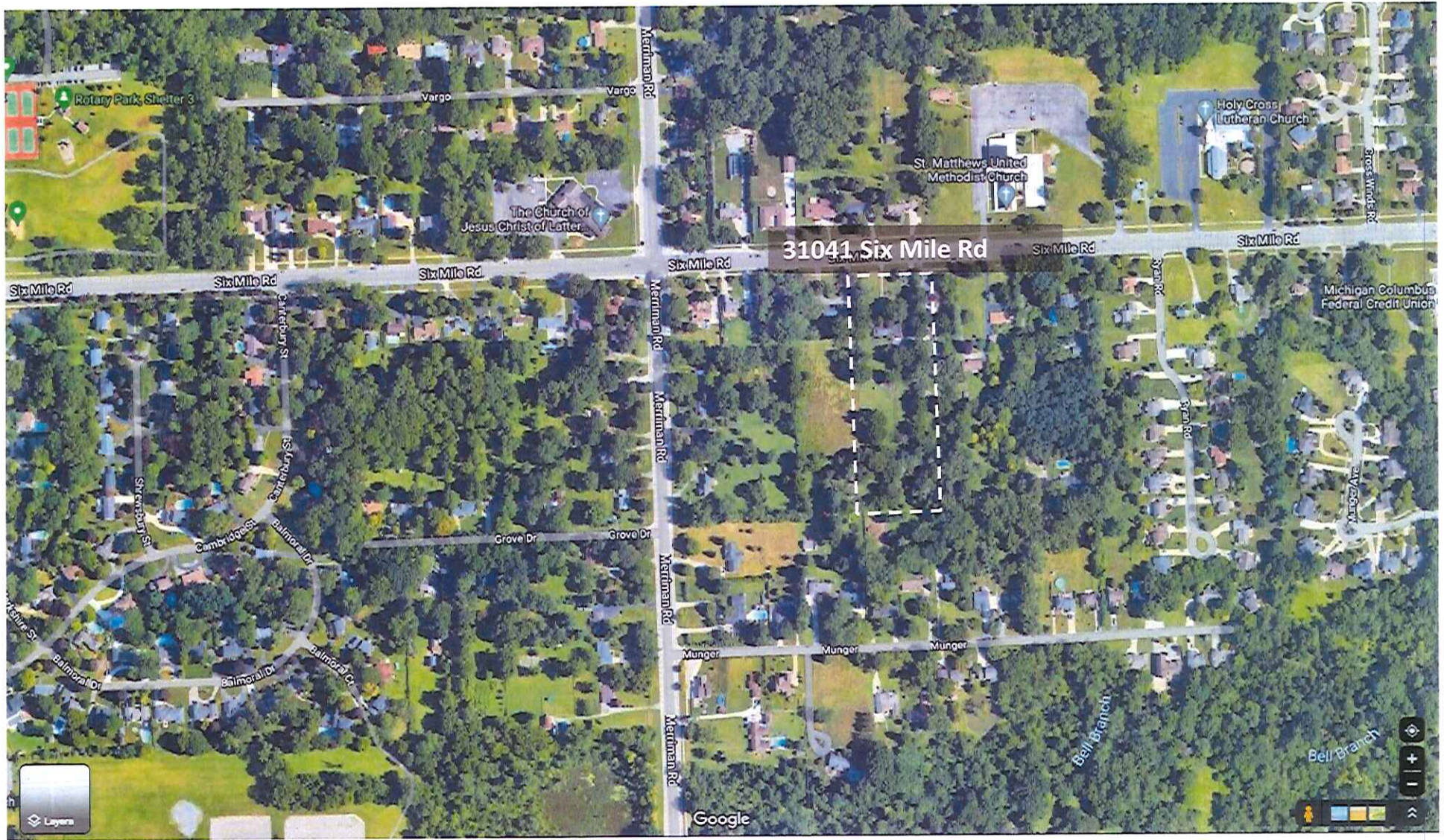
Plans and Application examined by Ry

Date SEPTEMBER 13 2023

ZONING EXAMINER



Genelia



31041 Six Mile Rd In Context



Buildings and Neighbors



Site Location



Northeast Perspective



Northwest Perspective



Site View from Inside House



☆=Location of Proposed Building

Overhead 1



★=Location of Proposed Building

Overhead 2



☆=Location of Proposed Building

Overhead 3



☆=Location of Proposed Building

Overhead 4

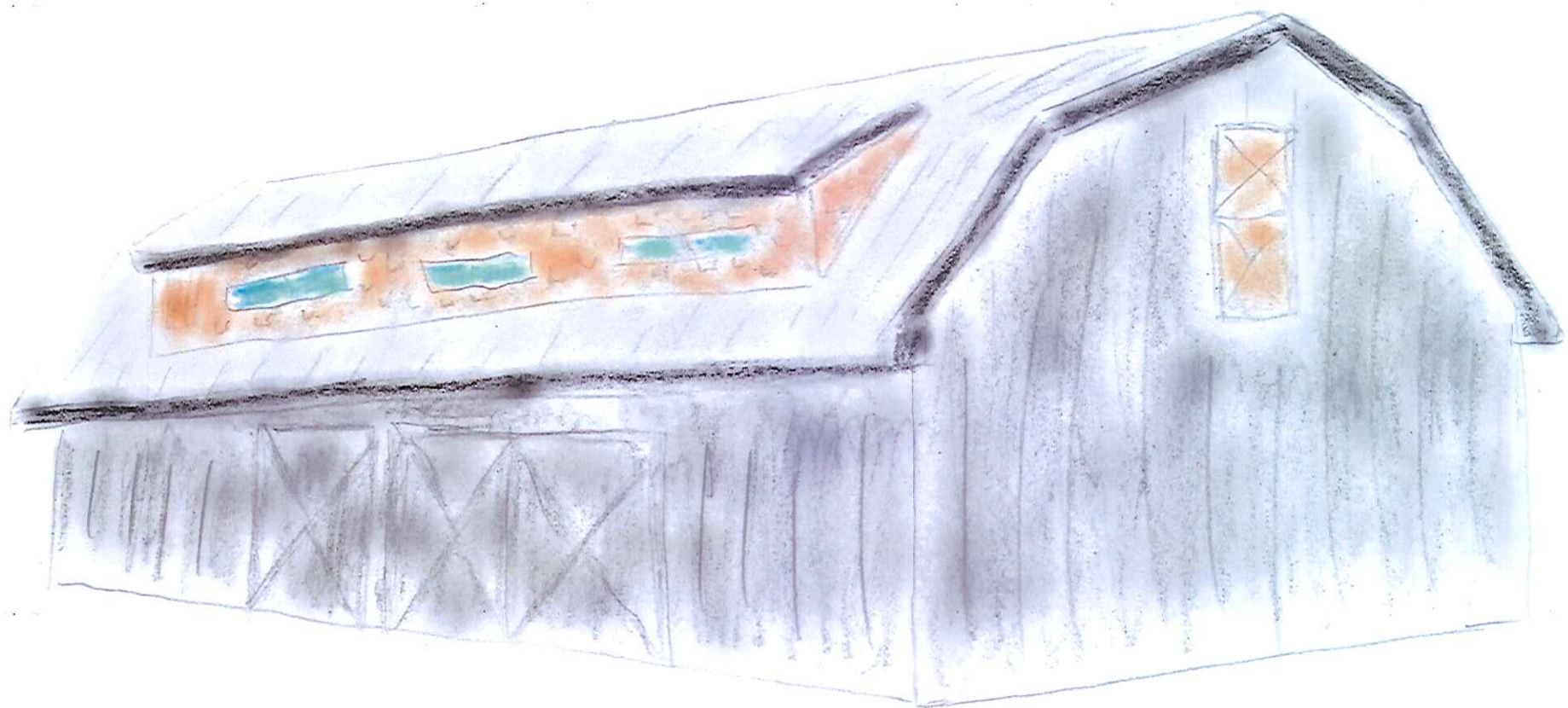


☆=Location of Proposed Building

Overhead 5



Rendering – Front (North)



Rendering – Rear (South)



Roof Dormer Style Reference



Color Style Inspiration

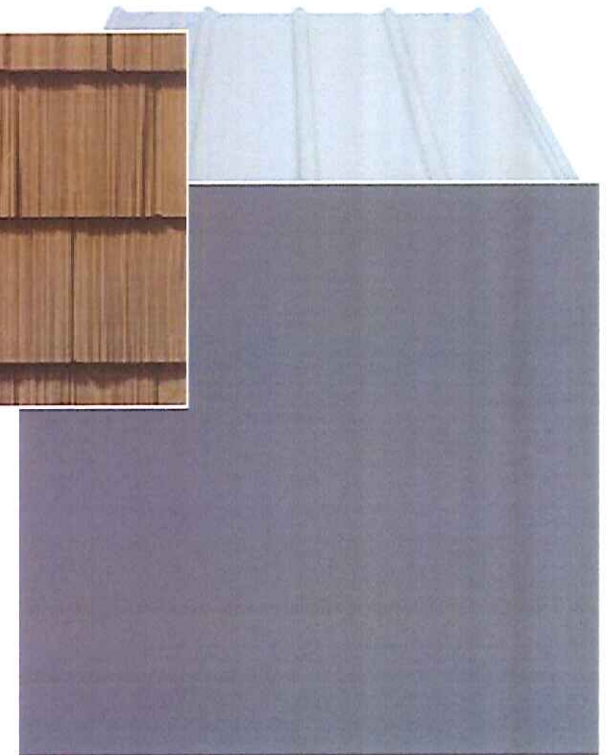


Porch Post Design



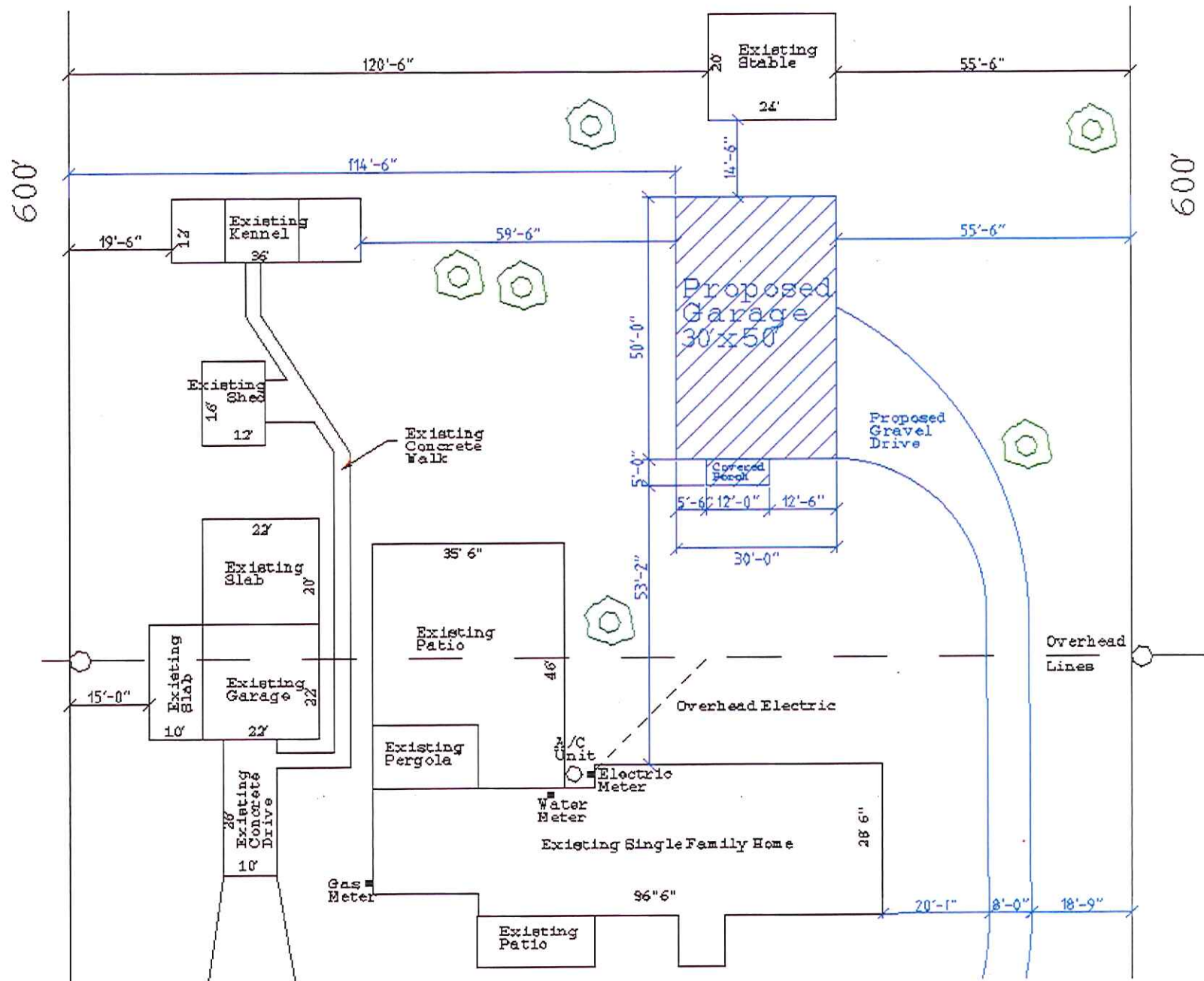
Mountain
Cedar

Ash Grey

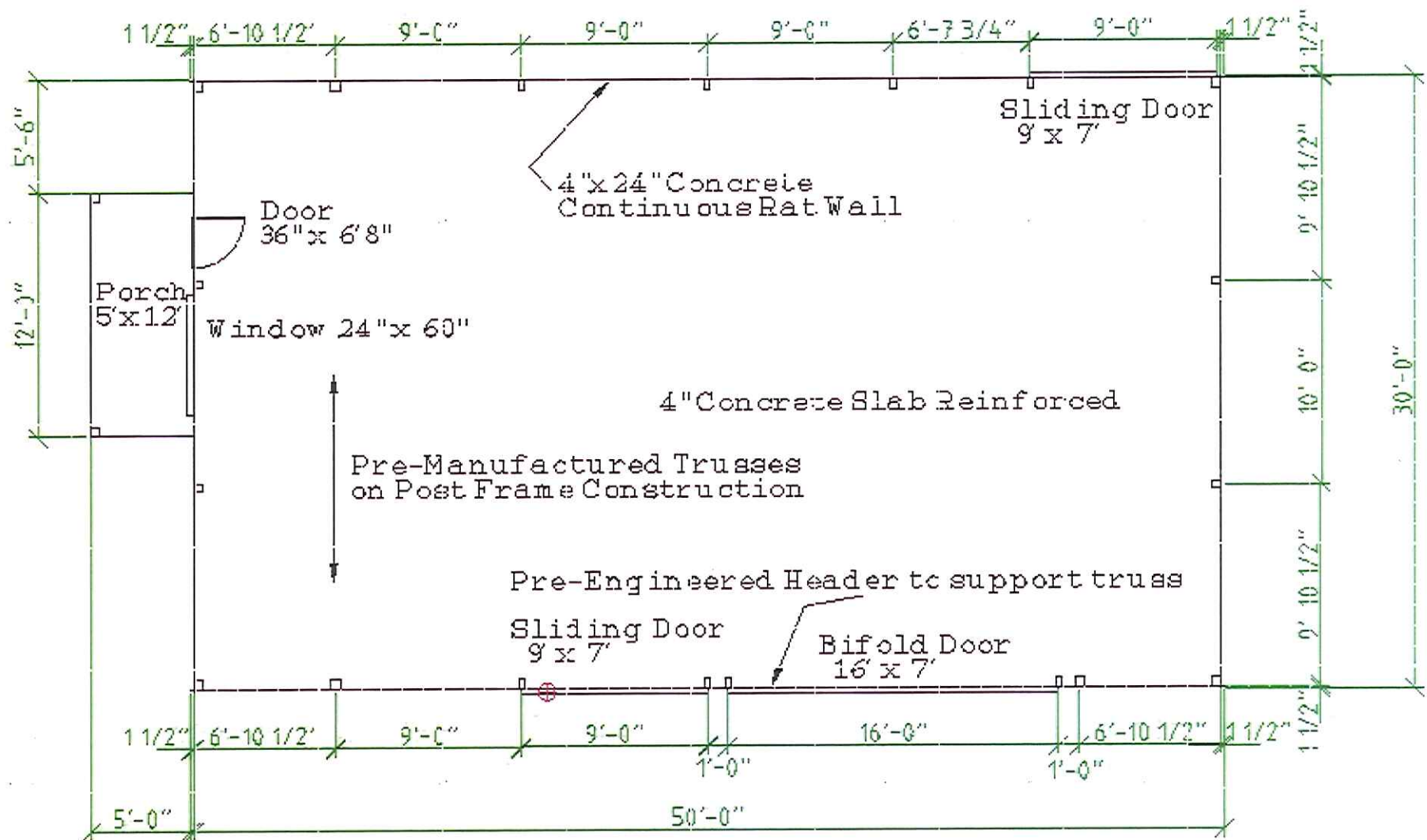


Sherwin Williams Knight's Armor

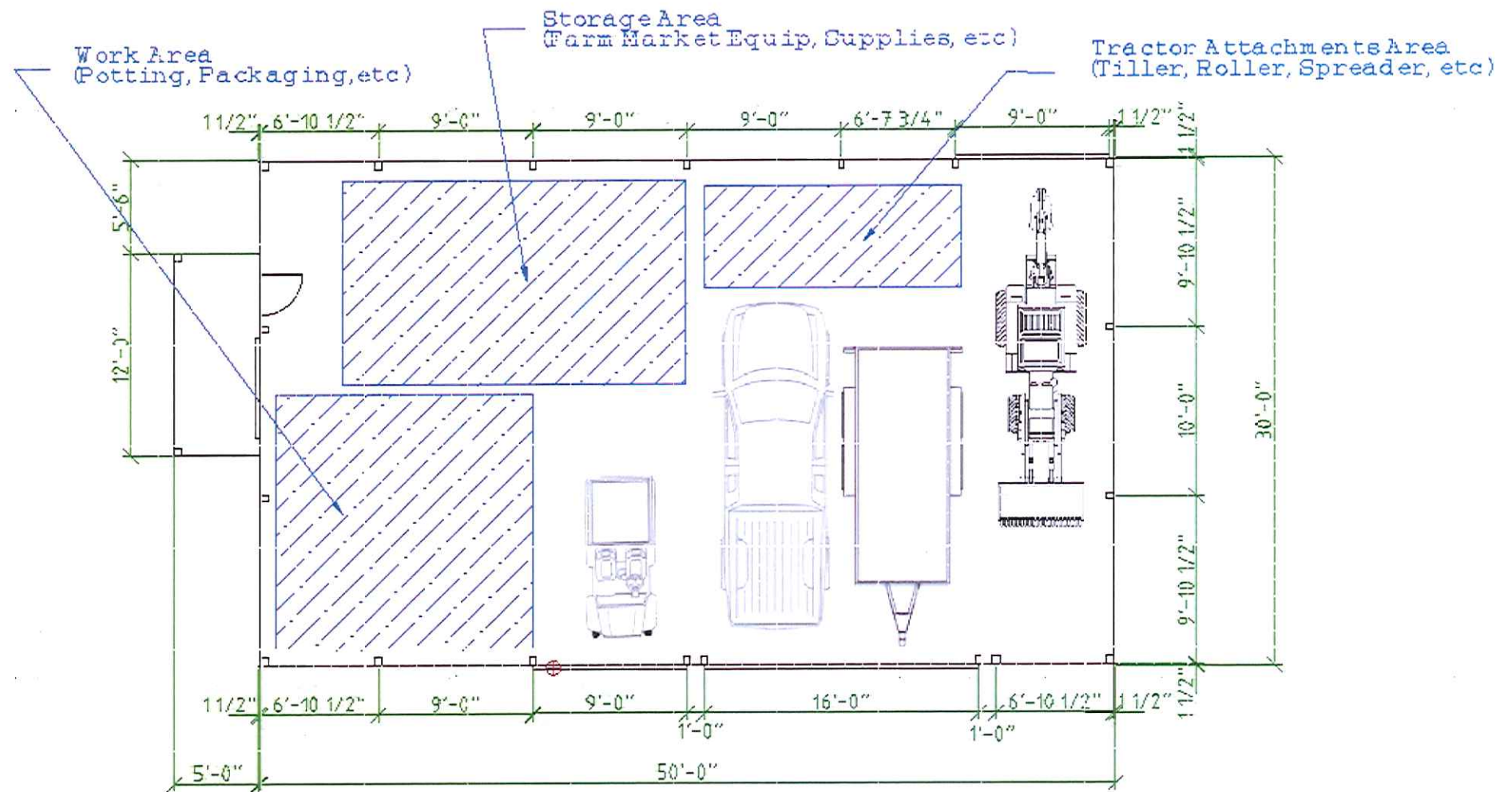
Facade Style Reference



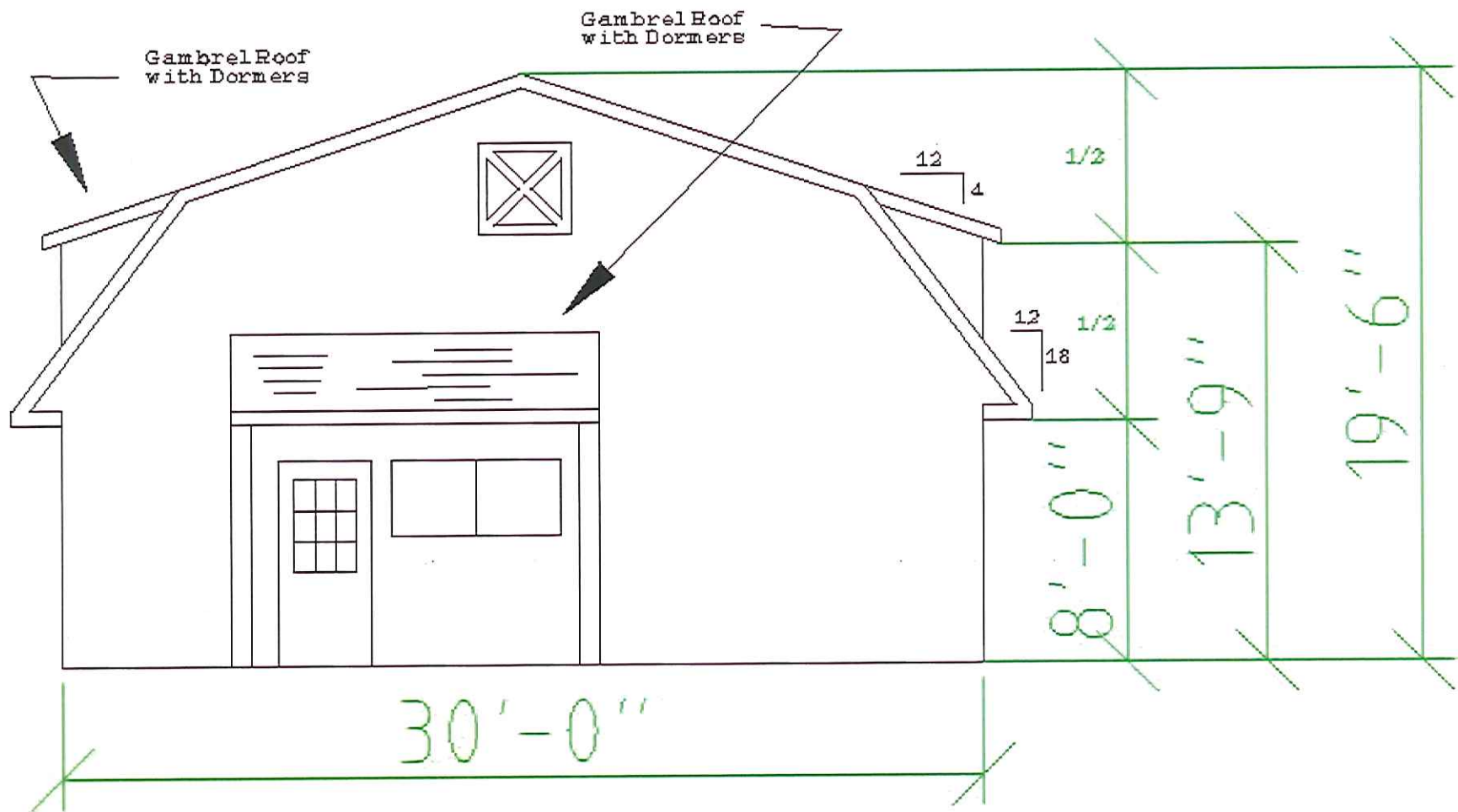
Plot Plan Zoom In



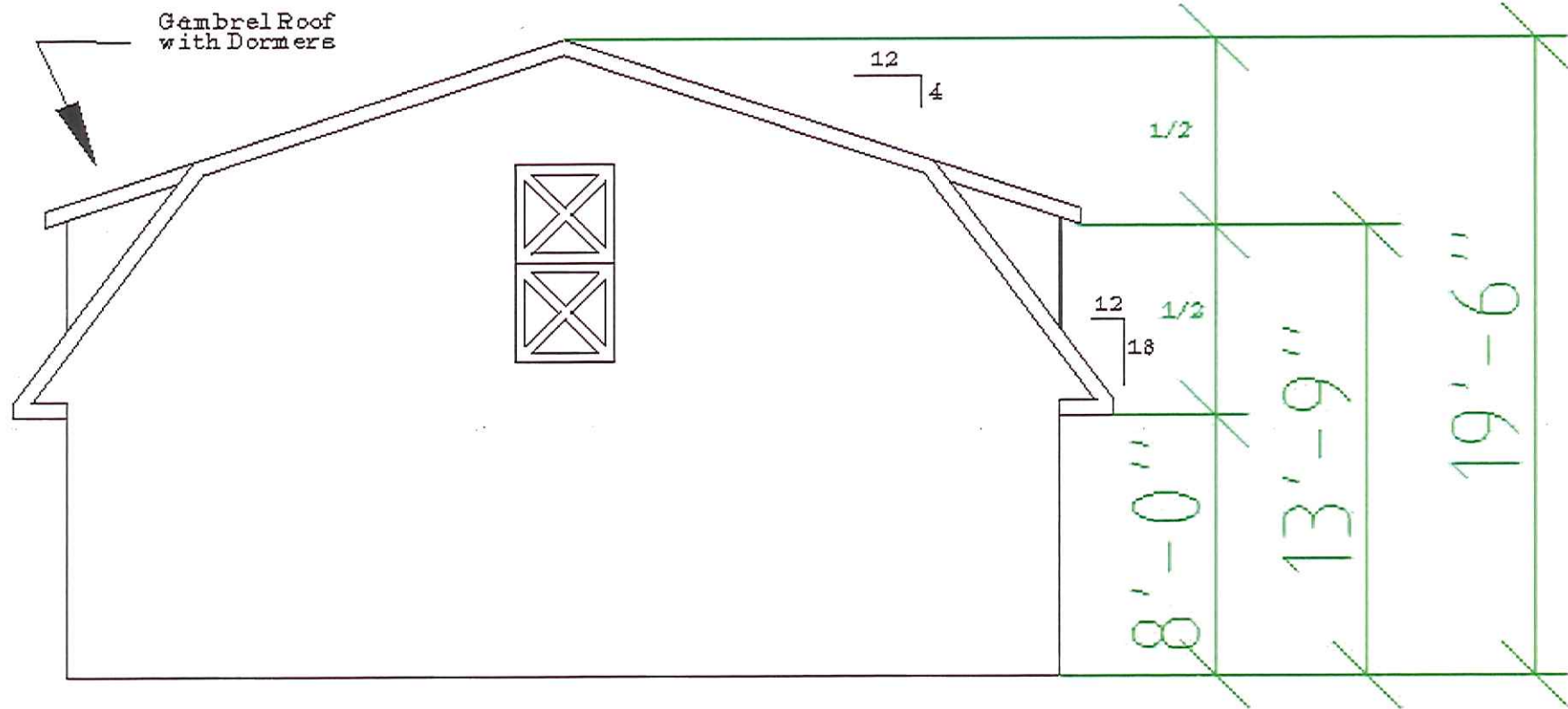
Floor Plan



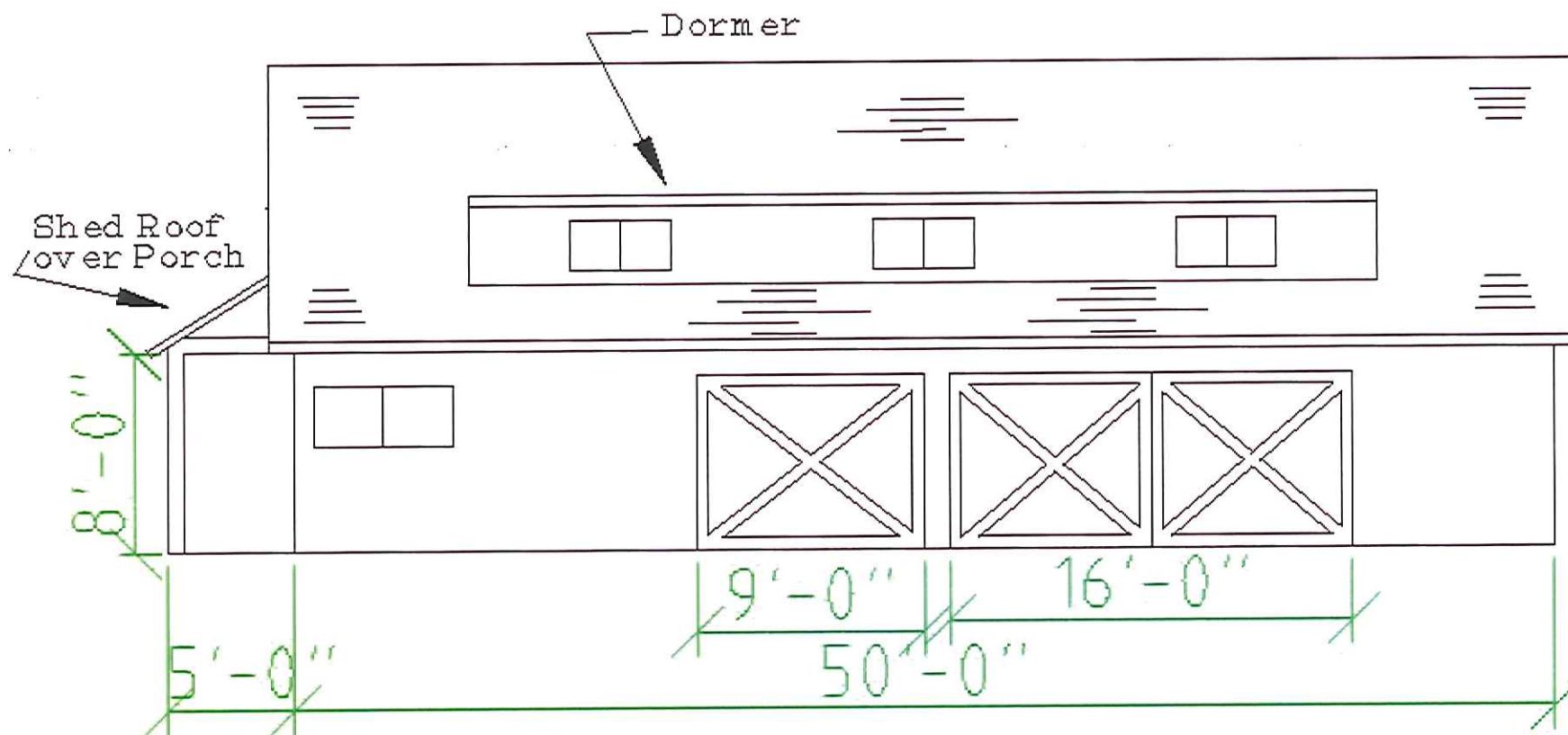
Floor Plan w/ Equipment



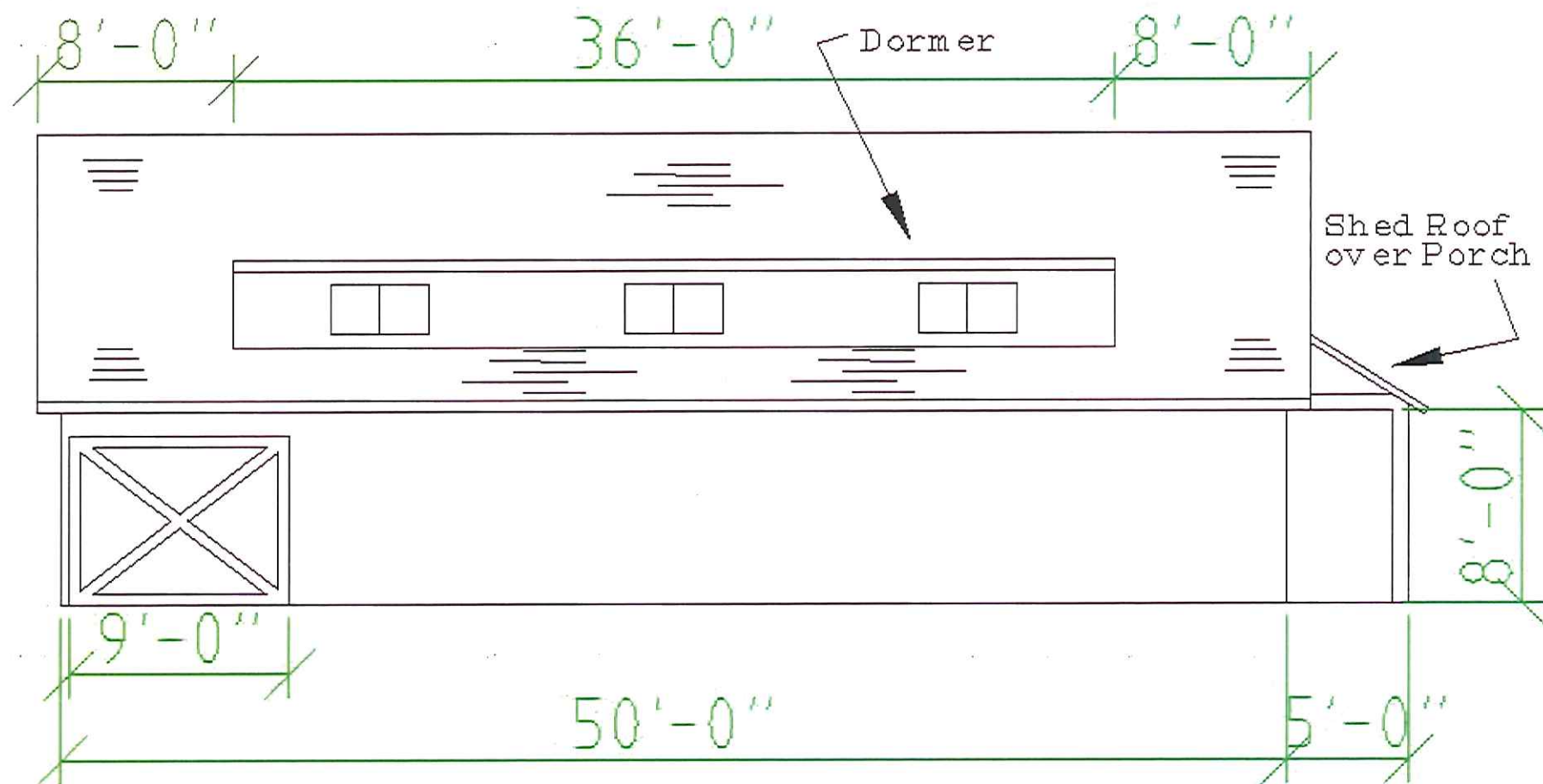
North Elevation (Front)



South Elevation (Rear)

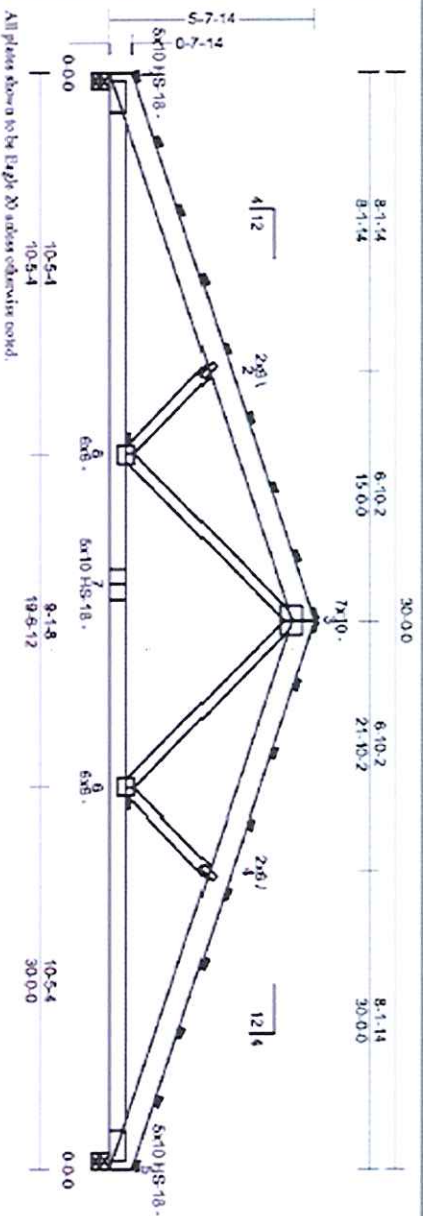


West Elevation (Right Side)



East Elevation (Left Side)

SPAN	PIVOT	OXY	OE	OIR	CANIL	CANIR	PLYS	SPLICING	WGT/PLY
30.0	4.12	1	0.00	0.00	0.00	0.00	1	95.12	169 lbs



All plates shown to be Purple N unless otherwise noted.

Loading (psf)	General	CSL	Deflection	I/f	(Inch)	Allowed
TCT1: TAPER	Req Code:	TC: 0.67(4.5)	Vertic. :	1/130	46.7	1/130
TCT4: (0.0)	Req. 13014	DC: 0.40(4.0)	Vertic. :	47/16	46.7	1/140
TCT4: 0	Req. Max. Displacement	Wch: 0.34(2.9)	Dist. T/C:	42/16	5	
TCT8: 5	Control D.O.L.: 11.5%					

Reaction

IT	IT (mg Carb)	IT (Wt % OF IT)	Wt % R	Wt % G	Wt % Y	Wt % B	Wt % L
33.9	3.04	4.76	36	31	14	13	27

Forcing rubbers may be required at the following bearing: Fig. A
See Table Model Bearing Fabrication
For capacity of specific bearing (b)(4) and overloads: 5

THIS TRUSS ANALYZED FOR THE FOLLOWING LOADING CONDITIONS:

THIS TABLE ANALYZED FOR THE FOLLOWING LOADING CONDITIONS:						
USE (psi)	TRAIL (psi)	ROCK (psi)	ICE (psi)	TOTAL (psi)	MAX I.O.C.	I.C. Pattern Spacing
40	2.4	4	5	33	9'-40"	Standard Ice Pattern at 10.0-0, Pattern does apply to Others
50	3.0	4	5	39	8'-40"	Standard Ice Pattern at 10.0-0, Pattern does apply to Others
70	4.0	4	5	39	6'-40"	Standard Ice Pattern at 10.0-0, Pattern does apply to Others

Material

1C: Polished 24 ° OC, Polished by Chen
 DC: Polished 130 ° OC, Polished by Chen
 3H: Sd 2.8, 2.8, 4.6
 4C: Sd 2.6, 2.6, 2.6
 5C: Sd 2.1, 2.1, 2.1
 6C: Sd 2.1, 2.1, 2.1
 7C: Sd 2.1, 2.1, 2.1
 8C: Sd 2.1, 2.1, 2.1
 9C: Sd 2.1, 2.1, 2.1
 10C: Sd 2.1, 2.1, 2.1
 11C: Sd 2.1, 2.1, 2.1
 12C: Sd 2.1, 2.1, 2.1
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 103C: Sd 2.1, 2.1, 2.1
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 147C: Sd 2.1, 2.1, 2.1
 148C: Sd 2.1, 2.1, 2.1
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 150C: Sd 2.1, 2.1, 2.1
 151C: Sd 2.1, 2.1, 2.1
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 153C: Sd 2.1, 2.1, 2.1
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 156C: Sd 2.1, 2.1, 2.1
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 159C: Sd 2.1, 2.1, 2.1
 160C: Sd 2.1, 2.1, 2.1
 161C: Sd 2.1, 2.1, 2.1
 162C: Sd 2.1, 2.1, 2.1

Bracinos

EC: *Patents at 120 °C*; *Patlin design by Others*
 EC: *Patents at 120 °C*; *Patlin design by Others*

Lords

Lords

11) This work has been designed to be the first of a three-part series. A full study of the properties is appropriate with ASCTF-19, while the following user definition will be part of a new book, *Thermal Characterization of Polymers* (Chapman & Hall, 1991).

2) This work has been designed to be of use of wind tunnel in accordance with ASCE 10-13 with the following user defined input: 105 mph (Gustroll) Exposure C Exposed (Building Risk Category I, b = 1.5) Not End Zone Truss, Both end with eave/hood, DOL = 1.60

3) Although drugs are being marketed for treating AIDS, the effectiveness of these drugs is still not known.

2) This work is designed to be an agreed fund in which, for the purposes of this program, is directed as a vehicle for financial support to a non biased by people of and property. See DCH 10 for treatment and warranty policy.

Member Forces

[illegible]

151

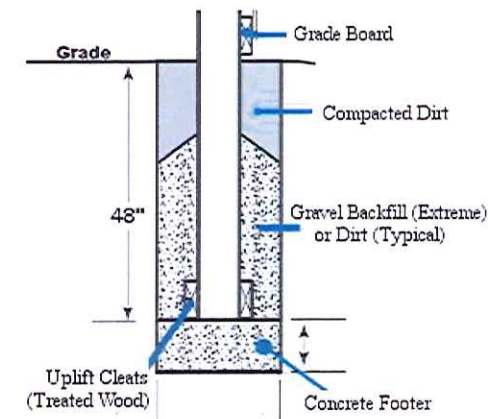
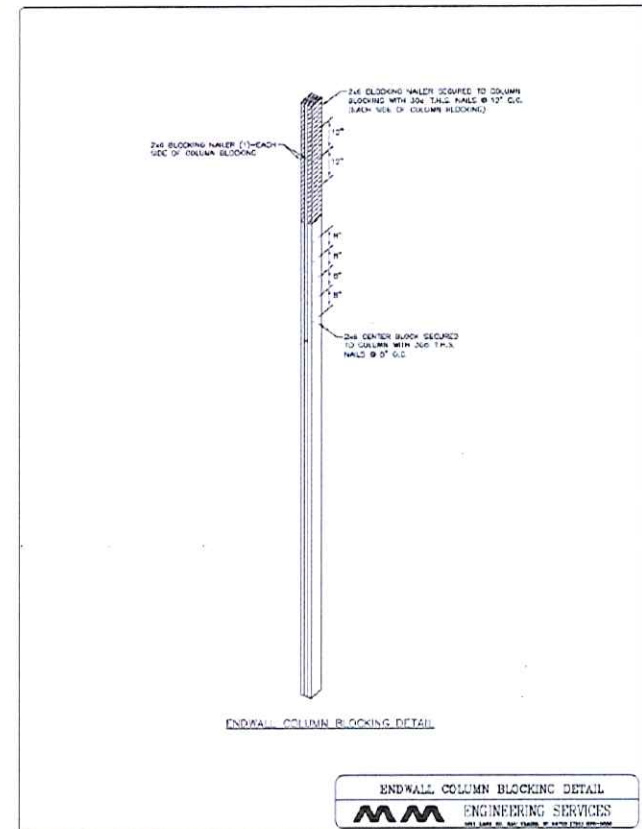
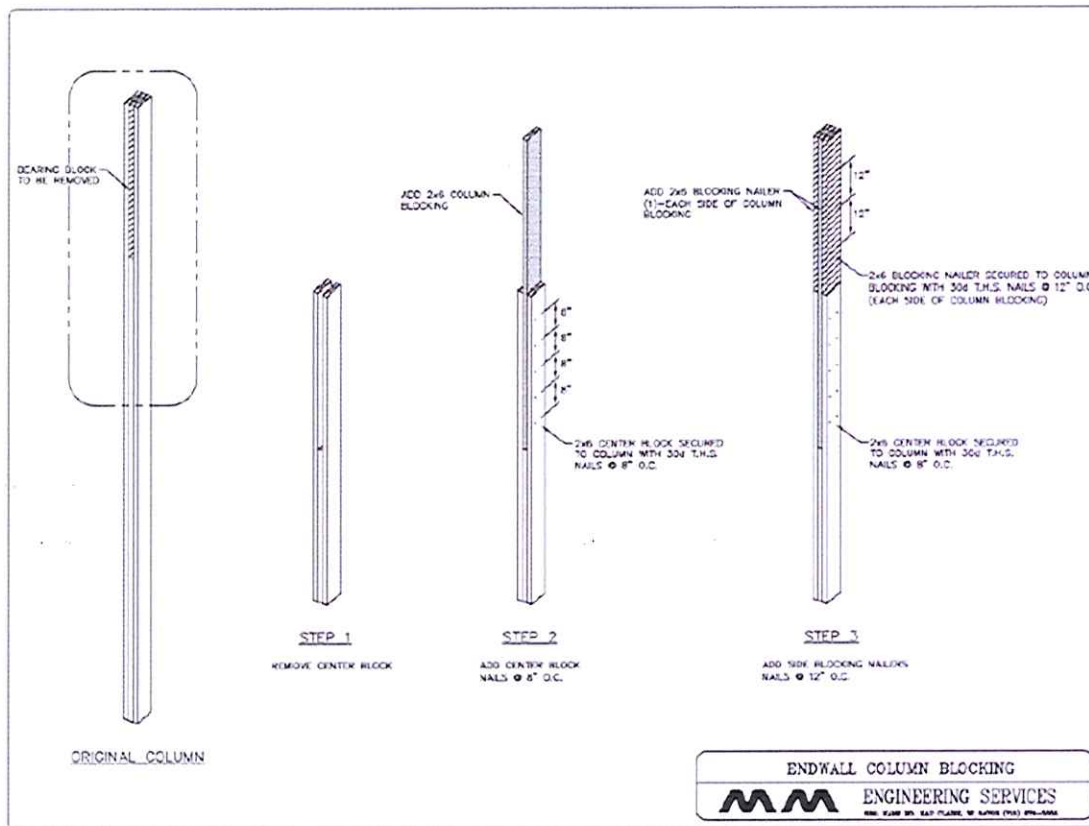
1 = 0.93, 2 = 0.88, 3 = 0.92, 4 = 0.88, 5 = 0.93, 6 = 0.91, 7 = 0.87, average = 0.91

Nicks

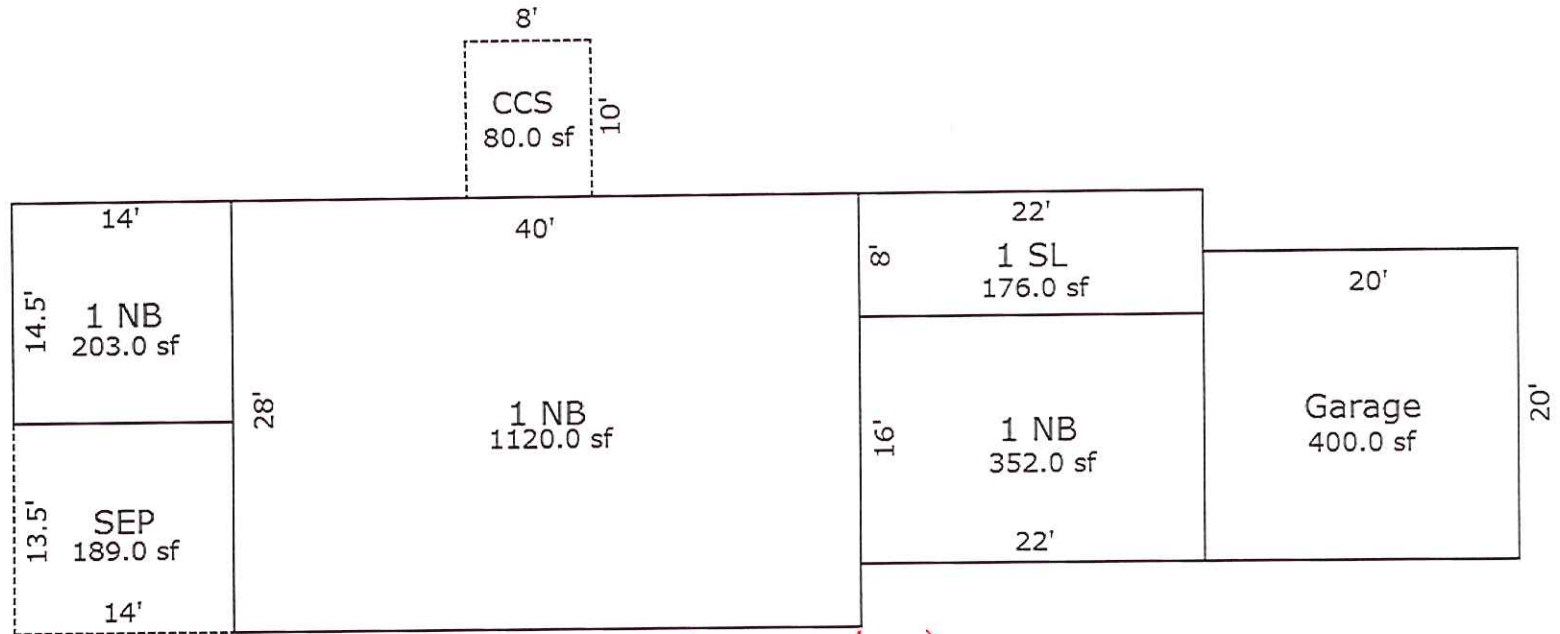
- 1) Colours used in names, do not cut off their eye from either or place without prior approval from a Dykesfield title officer.
- 2) When titles have been chosen the quality assurance department at Dykesfield will post North of the UK £1,000 Chapter 9 shall be used
- 3) The financial information for a new book is 6% (Ch. 1–10).
- 4) Including the figure shall vary by weight of the mass and other dead load material do not exceed 1300 kg per m².
- 5) The design shall vary by weight of the mass and other dead load material do not exceed 1300 kg per m².
- 6) Design shall be maximum 75% (costs distribution, weekly grossed) it is also included in the TC, in particularity known with at least 2.10 kg each.
- 7) Design has been increased in the process of this book.
- 8) The "VAT" label shown in the Material Summary" were indicated the new prices due to volume reduction (1, 2015) were used.
- 9) Standard unit of measurement used in MATERIALS building.

ALL PERSONS INSTALLING, HANDLING, PROTECTING OR INSTALING ANY OTHER BATTERY UNDER THIS USE DISK TO AVOID ANY INSTRUCTION TO BEER TO ALL OF THE INSTRUCTIONS, LIMITATIONS AND QUALIFICATIONS SET FORTH IN THE BATTERY PRODUCT'S DESIGN NOTES TO REFLECT THIS DESIGN AND AVAILABLE BACKLUPON RECALLS, DISKING, VALID ONLY WITHIN A LIMITED SET OF CIRCUMSTANCES ARE UNDERSTOOD.

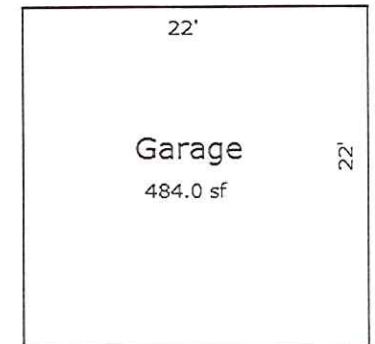
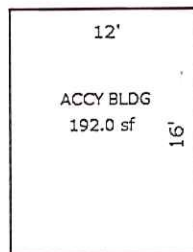
TreePad® Software v2.8.2.233
Faye Neal Product
Cala, TX 7574



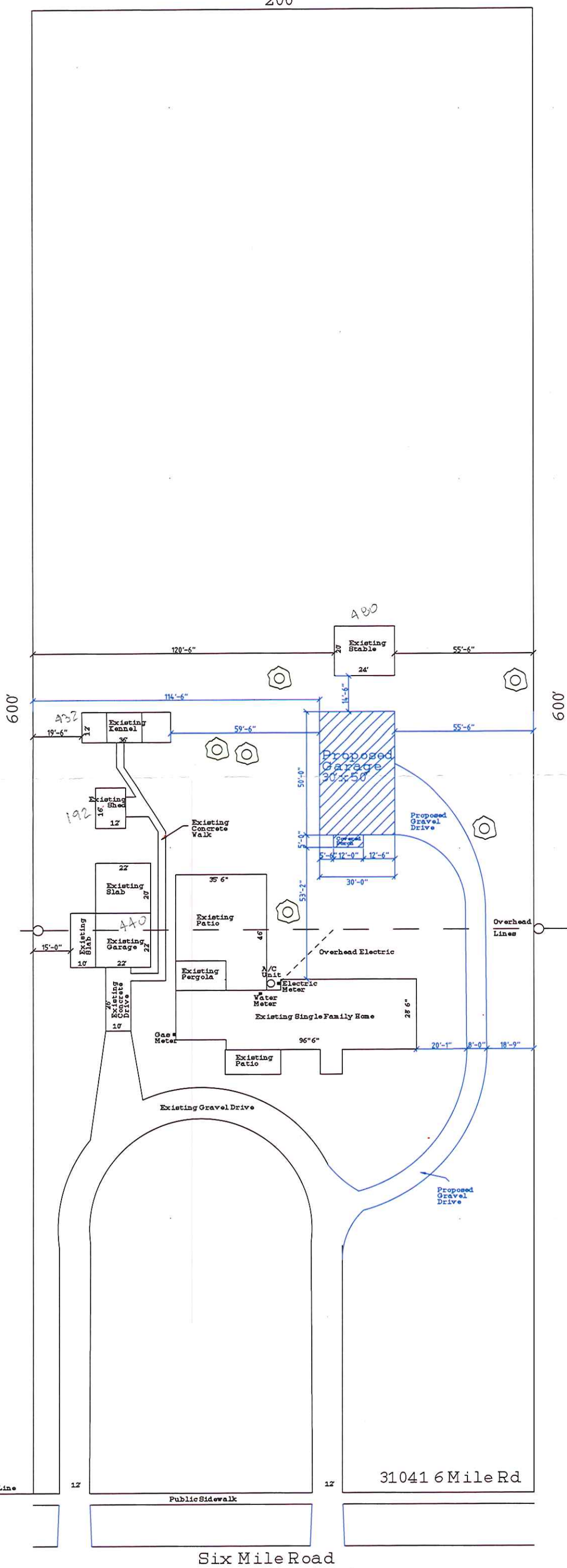
Post Frame Construction



(2120 s.f. / HOUSE)



200'



PLOT PLAN
Scale: 1/4" = 10'

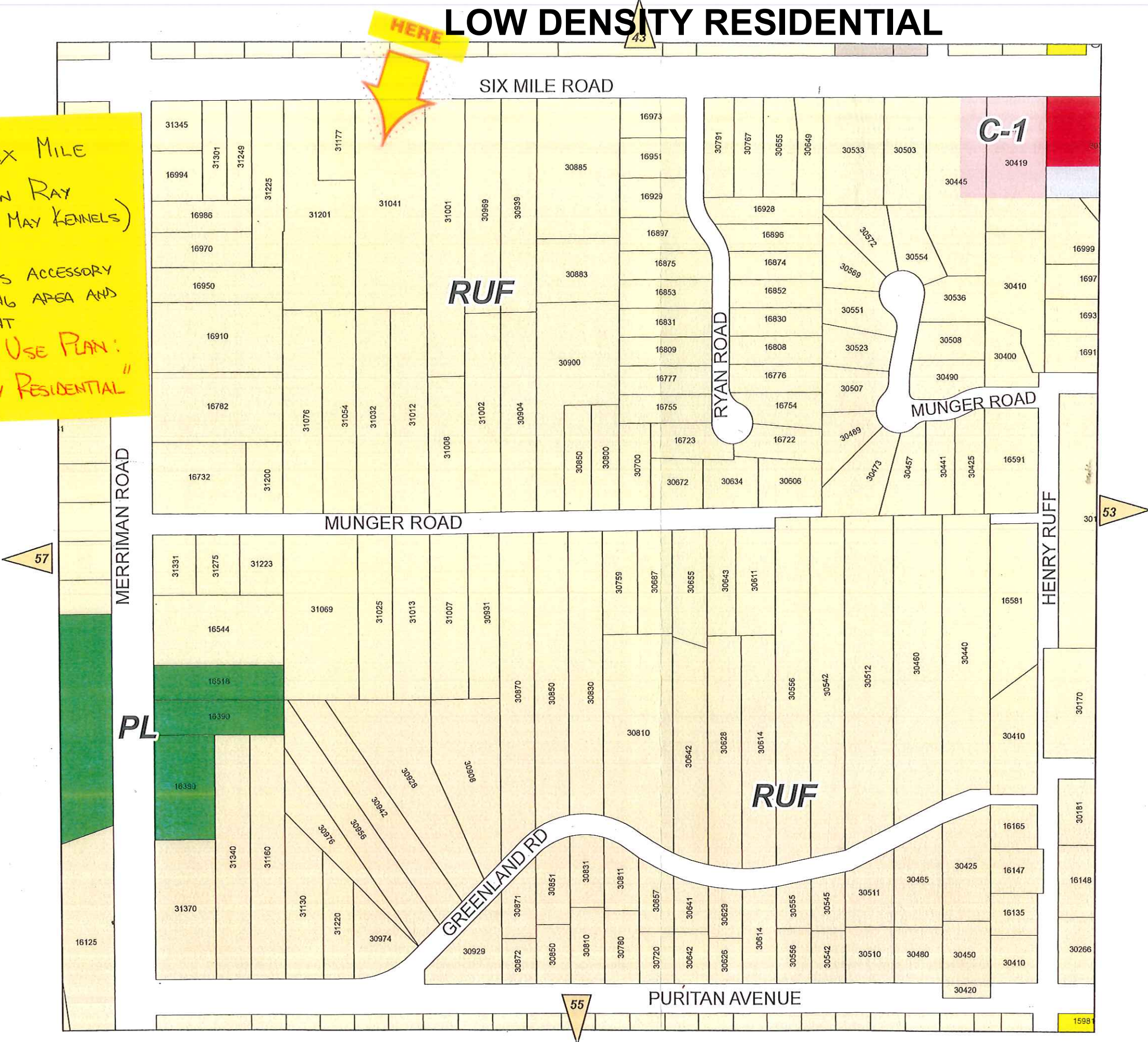
STEPHEN RAY, 31041 SIX MILE REF: ACCESSORY BUILDING AREA AND AMOUNT

LOW DENSITY RESIDENTIAL

31041 SIX MILE
OWNER: STEPHEN RAY
(CAPE MAY KENNELS)

APPEAL: EXCESS ACCESSORY
BUILDING AREA AND
AMOUNT

FUTURE LAND USE PLAN:
"LOW DENSITY RESIDENTIAL"



ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

N.W. 1/4 Section 14

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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JAMES M. BARINGHAUS, Vice Chairman
TIMOTHY J. KLISZ, Secretary
CHRISTOPHER N. BOLOVEN
TAMARA OLIVERIO
MARTHA PTASHNIK
MICHAEL A. TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

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SCOTT MORGAN

PUBLIC NOTICE SEPTEMBER 22, 2023

Appeal Case No 2023-09-23, 16023 Merriman: an appeal was made to the Zoning Board of Appeals by Phil Kupras, seeking to construct two separate additions on the rear of an existing dwelling, resulting in a deficient rear yard setback.

This Low-Density Residential property is located on the west side of Merriman (16023), between east Myana and Five Mile, Lot. No. 060-01-0603-002, R-U-F, Rural Urban Farm District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 4.02 (Schedule of Regulations).

Rear Yard Setback

Required: 45 feet

Proposed: 33.5 feet

Excess: 11.5 feet

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the first floor of City Hall on Tuesday, October 10, 2023, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2023-09-23
Meeting Date: October 10, 2023

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant DINVERNO REMODELING + CONST. Address 29610 SOUTHFIELD, #101, SOUTHFIELD, MI ^{248-431-4609 48076}
Owner PHIL KUPRAS Address 16023 MERRIMAN, LIVONIA, MI 48154 ⁷³⁴⁻⁸⁹⁰⁻¹²⁰³
Lessee _____ Address _____
Location WEST Side of 16023 MERRIMAN Street
Between EAST MYANA And FIVE MILE
Lot No./Parcel No. 060-01-0603-002 Subdivision SUPERVISORS LIVONIA PLAT #10
Zoning District RUF Map No. SE15 Lot Size 0.5 ACRES (21,780 SQ. FT.) Alley _____
Present Use RESIDENTIAL Proposed Use SAME
Present Building Size HOUSE 1758 SQ. FT. / GARAGE 473 SQ. FT. Proposed Building Size 16'x16' AND 12'x16'
Present Height of Building ONE STORY Proposed Height ONE STORY
Allowable Lot Coverage 35% (7623 SQ. FT.) Proposed Lot Coverage 12.3% (2679 SQ. FT.)
Proposal SEEKING TO CONSTRUCT TWO SEPARATE ADDITIONS ONTO THE REAR OF AN EXISTING DWELLING RESULTING IN DEFICIENT REAR YARD SET BACK. REAR YARD SET BACK REQUIRED: 45 FEET; PROPOSED: 33.5 FEET; DEFICIENT: 11.5 FEET.

Reason for Rejection ZONING ORDINANCE, SECTION 4.02

Deficient Side Yard	Deficient Front Yard	Deficient Rear Yard <u>4.02 11.5 FEET</u>
Deficient Lot Area	Deficient Lot Area per Room	Encroachment
Excessive Lot Coverage	Excessive Height	Increasing No. Units
Use Prohibited	Deficient Parking Spaces	Increasing Area and Bulk

Remarks _____

Plans and Application examined by Rx

Date

SEPTEMBER 12 2023

ZONING EXAMINER

APPLICATION FOR VARIANCE

Phil Kupras 16023 Merriman Livonia 48154 734-890-1203
 (Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)
 Dinverno Remodeling 29610 Southfield Southfield 48076 248 431-4609 888-535-0351
 (Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 16023 Merriman Rd. Livonia, Mi 48154

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? NO

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

46 060 01 0603 002

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

BEFORE PURCHASE, PROPERTY WAS SUBDIVIDED AND

RESULTED IN SMALLER FOOTAGE TO THE REAR OF PROPERTY

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

AS WE ARE AGING, THE BENEFIT WOULD BE FOR US TO

CONTINUE TO LIVE HERE WITH EVERYTHING ON THE FIRST FLOOR.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: NO

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

RECEIVED

SEP 11 2023

Inspection Department
City of Livonia

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: NO

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? _____

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: Philip M Kupras

Please print name of property owner: Philip Kupras

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 11th day of Sept, 2023

OAKLAND, County, Michigan
(Notary Public, Wayne County, Michigan)
My Commission expires 11-17-2026

Jeanette L Dinverno

JEANETTE DINVERNO
Notary Public - State of Michigan
County of Oakland
My Commission Expires Nov 17, 2026
Acting in the County of Wayne

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order) decision) of the Department of Inspection, dated SEPT. 12, 2023, which reads as follows:

ZONING ORD., SECTION 4.02

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

By
(Supervisor)

Application for permit filed YES

Violation Issued NO (CORRECTION NOTICE)



INSPECTION DEPARTMENT
ORDINANCE ENFORCEMENT
CITY OF LIVONIA
33000 CIVIC CENTER DR.
LIVONIA, MI 48154

DIVERNO REMODELING AND CONSTRUCTION INC
29610 Southfield Road, Suite 101
Southfield, MI 48076

08/22/2023

RE: 16023 MERRIMAN

PLAN REVIEW CORRECTION SHEET

Your application for a permit was reviewed for the above location. It has been rejected for the following reasons:

1. SETBACK - Deficient rear yard setback.

REVIEWER COMMENT: REAR YARD SETBACK REQUIRED: 45'; PROPOSED: 33.5';
DEFICIENT: 11.5'

2. VARIANCE - Submit any variances received by any City Board.

For Information
(8:30 - 9:30 AM) (4:00 - 5:00 PM)

File: PB23-1842

Reviewer: Matt Stierna
Telephone (734) 466-2593

WARNING: Damage or injury resulting from delay or failure to comply with this notice will be attributed to negligence on the part of the responsible party or parties.

DIVERNO Remodeling & Construction
29610 Southfield Rd, Suite 101
Southfield, MI 48076
248 343-431-4609
JOSH DIVERNO
JEANETTE DIVERNO

INSTRUCTIONS FOR COMPLETING APPLICATION FOR VARIANCE

Identify owner and any lessee of the property as to which you are asking for a variance. Only an owner of property (or an agent who provides the Board with written authority from the owner) can ask for a variance.

Line 1: Often, the deed to a piece of property will specify what can and cannot be built on the property. Or it may specify the ways in which the site may or may not be divided or used. In addition, some subdivisions have rules involving, for example, whether fences can be built on the property. If there are any restrictions in your deed or any subdivision rules, please supply those on line 1.

Lines 3 - 5: When you ask for a zoning variance, *you are asking permission to do something which violates the Zoning Ordinance*. So you need to explain why the law should not apply to you. In order for the Board to grant you a variance, the Board must decide that obeying the law would create a special problem for you which is a) different from everybody else, and b) harsh (for example, you can't use your property at all if you don't get the variance). The Board must also decide that the variance would be fair to the people who are protected by the Zoning Ordinance, such as your neighbors. So on line 3, you need to tell the Board why your situation is so special that you can't obey the law that everyone else must obey. On line 4, you need to tell the Board the bad things which would happen to you if the variance isn't granted. On line 5, you need to explain to the Board why it is fair to your neighbors to allow this variance, as well as the reason this variance would be consistent with the spirit of the Zoning Ordinance.

Lines 6 and 7: If you think the law preventing you from carrying out your plans for your property is a bad law, you should write a letter to the City Council asking that the law be changed so that you -- and others like you -- can do what the law currently forbids. On line 6, please state whether or not you wrote such a letter and, if so, what happened as a result. If you did not write such a letter, please use line 7 to tell the Board why you didn't write such a letter.

Lines 8 and 9: Sometimes, a property owner would be able to use his land -- or build on it -- just as he/she would like if the site were in a different zoning district. Have you tried to get your property rezoned? On line 8, please state whether you tried to get your property rezoned and, if you did, what happened. If you did not try to get your land rezoned, please use line 9 to say why you didn't try.

There are certain other instructions on the form. Please follow those instructions, as well as the additional instructions on the back side of this form. Note that if an agent signs the application on behalf of the owner, the agent must provide written proof of his/her authority to sign the application.

Please note that your application will be reviewed to make sure you have answered every question directly. So remember to complete each line. The Board is required to make a decision on each of the questions presented on lines 3-5, so pay special attention to those questions. Your application will also be reviewed to ensure that you submit a complete set of materials to the Board.

The Inspector who reviews these materials will use the following checklist:

*Note: If paperwork is 11" x 17" or smaller 1 copy is required – If larger 10 copies are required.

- ___ *1 Copy of Plot Plan drawn to scale, showing
- ___ Shape and dimensions of the lot
- ___ Existing buildings and accessory buildings
- ___ Lines within which the proposed structure is to be erected or altered
- ___ Existing and intended use of each building or part of a building
- ___ Number of families or household units building is designed to accommodate
- ___ Miscellaneous lot information (state type of information here): _____
- ___ Adjacent lots with building locations and address numbers
- ___ Photograph or architectural rendering or rendering
- ___ Plan of the building, sign, or property involved (in addition to the plans which accompany the permit application) in any new construction, addition or alteration

For signs only:

- ___ *1 copy of plot plan, drawn to scale, clearly showing the proposed location of the sign (for all signs, this means plot plans showing the sign's location on the property, complete with setbacks from all property lines; for wall signs, this includes the road frontage of the property and an elevation depicting the length of the façade and the sign's location thereon)
- ___ *1 detailed plan of the proposed sign(s), including a color rendering of same

Your appeal will be placed on the Board's agenda once your application and accompanying materials have been reviewed and approved.

FEE SCHEDULE FOR ZONING BOARD OF APPEALS

Payment by check only -- payable to: City of Livonia

Section 21.10 Filing Fees. Each application for appeal shall be given a number and shall be accompanied by a filing fee as determined by the schedule below:

- A. Zoning Board of Appeals Fees. Each petition to the Zoning Board of Appeals shall be accompanied by a fee of four hundred and fifty dollars (\$450.00). This fee includes all variance requests and similar petition with regard to a single applicant and single property which are 1) heard at the same hearing, 2) mailed in the same mailing, and 3) published in the same publication, notwithstanding that such requests may require separate supportive findings in order to be granted. Tabled cases and other matters which are reheard through no fault of the applicant do not require any additional fee, but if the applicant or applicant's representative fails to appear on the scheduled hearing date or request and is granted an postponement of the hearing subsequent to the mailing of legal notices, an additional fee of one hundred (\$100.00) shall be required and paid prior to the newly established hearing date. (Code of Ordinances Section 15.56.035 (B))
- B. Rehearings and renewals of temporary variances require the payment of a new fee as determined by this schedule.
- C. Appeals for additions or modifications to existing single-family residential uses in zoning districts other than residential shall be subject to the existing single-family residential fee.
- D. Sign appeals shall be considered as separate appeals and are not to be incorporated with other appeals.



LICENSE NO. M12102212105

Proposal

Page No. _____ of _____ Pages

**Dinverno Remodeling
and Construction, Inc.**

29610 Southfield Rd, Suite 101

Southfield, MI 48076

248-431-4609

TO Phil Kupras		DATE 07/08/2023	JOB PHONE NO.
PHONE NUMBER (734) 890-1203		JOB NAME / NO.	
CUSTOMER ADDRESS 16023 Merriman Road		JOB LOCATION 16023 Merriman Road	
City Livonia		City Livonia	
State Michigan	Zip Code 48154	State Michigan	Zip Code 48154

We hereby submit specifications and estimates for:

4 season addition - 16' x 16'
Remove entire deck on back of home.
Frame walls as required -
Install slanted roof trussing.
Osb boards on walls and roof.
GAF shingles on sunroom only. 'Lifetime package'
Energy efficient vinyl windows. Pella 250 series.
Install vinyl siding on exterior in customers preferred color.
Configure new electrical to code. Add outlets and lighting.
Insulation in walls and crawl space.
Install drywall on walls and ceiling.
Mud, sand, and paint walls and ceiling.
Install customer supplied ceiling fan.
Waterproof vinyl plank flooring.
Install mini split hvac system. Sufficient btu to heat/cool room.
Haul away all job related debris.

Total -
80735

1/3 down - 26910

1/3 upon start - 26910

Remaining balance upon completion - 26915

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No verbal agreements recognized. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this trans-action. Cancellation must be done in writing. Dinverno Remodeling can cancel this contract for any cause for any reason or with out a reason.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

..... dollars (\$ 80735

Payment to be made as follows:

1/3 down payment of \$26910 received via check

Zach Dinverno

07/08/2023 02:05 PM

Authorized Signature

Date: 07/08/2023

Note: This proposal may be withdrawn by us if not accepted within days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Rhl Kyma

07/08/2023 02:21 PM

Signature

Date: 07/08/2023

Signature

Signature Date

Signature

Date: 07/08/2023



LICENSE NO. M12102212105

Proposal

Page No. _____ of _____ Pages

**Dinverno Remodeling
and Construction, Inc.**

29610 Southfield Rd, Suite 101

Southfield, MI 48076

248-431-4609

TO Phil Kupras		DATE 07/08/2023		JOB PHONE NO.	
PHONE NUMBER (734) 890-1203		JOB NAME / NO.			
CUSTOMER ADDRESS 16023 Merriman Road		JOB LOCATION 16023 Merriman Road			
City Livonia		City Livonia			
State Michigan	Zip Code 48154	State Michigan	Zip Code 48154		

We hereby submit specifications and estimates for:

2nd Room add on to job

4 season addition - 12' x 16'

Remove entire deck on back of home.

Frame walls as required -

Install slanted roof trussing.

Osb boards on walls and roof.

GAF shingles on sunroom only. 'Lifetime package'

Energy efficient vinyl windows. Pella 250 series.

Install vinyl siding on exterior in customers preferred color.

Configure new electrical to code. Add outlets and lighting.

Insulation in walls and crawl space.

Install drywall on walls and ceiling.

Mud, sand, and paint walls and ceiling.

Install customer supplied ceiling fan.

Waterproof vinyl plank flooring.

Install mini split hvac system. Sufficient btu to heat/cool room.

Haul away all job related debris.

Patio

Install brick paver patio between the two rooms.

Total -

\$90,785

1/3 down - \$30,000

1/3 upon start - \$30000

Remaining balance upon completion - \$30,785

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No verbal agreements recognized. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this trans-action. Cancellation must be done in writing. Dinverno Remodeling can cancel this contract for any cause for any reason or with out a reason.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

..... dollars (\$ 90,785).

Payment to be made as follows:

1/3 down payment of \$26910 received via check



07/25/2023 10:33 AM

Authorized Signature

Date: 07/08/2023

Note: This proposal may be withdrawn by us if not accepted within days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



07/25/2023 10:43 AM

Signature

Date: 07/25/2023

Signature

Signature Date

Signature

Date: 07/08/2023

CITY OF LIVONIA, MICHIGAN

PROPERTY ADDRESS : 16023 MERRIMAN, LIVONIA

CONSENT LETTER FROM ADJOINING NEIGHBORS FOR VARIANCE

I, STEVEN M. MINCH, AM THE LEGAL OWNER OF

PROPERTY LOCATED AT 31463 MYRNA ST, LIVONIA MI 48154

WHICH IS AN ADJOINING / NEIGHBORING PROPERTY TO THE PROJECT ADDRESS.

I AM AWARE OF THE PROPOSED PROJECT AND SCOPE OF WORK AT THE SUBJECT
PROPERTY AND HAVE REVIEWED THE PLANS PRESENTED TO ME BY PHILIP KUPRAS,
OWNER OF PROPERTY.

✓ I HAVE NOT OBJECTION TO GRANTING MY CONSENT FOR THE
AFOREMENTIONED PROJECT TO PROCEED.

NEIGHBOR SIGNATURE Steven M. Minch

PRINTED NAME STEVEN M. MINCH

DATE 9/08/2023

16023 MERRIMAN

To the Livonia Variance committee

I have attached a survey of the properties for the variance in question.

The property in question, was divided at one point in time, and has two sides of it adjoined by the original owner who split the property.

The two additions which we are seeking a variance for do not take away from the overall value of the property, but are for the sole pleasure of the existing owners.

As they are now retired and growing older, they would like to have more space on the one side for an eating area in the kitchen and the other side as a bonus room on the master bedroom.

This area is not visible from the main road, and the sides and back are full of trees and other vegetation that also blocks the additions from the neighbors.

CURRENTLY VIEWING: US > MICHIGAN > WAYNE COUNTY > LIVONIA



(https://regrid.com)

Overview

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Style

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Datasets

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Survey

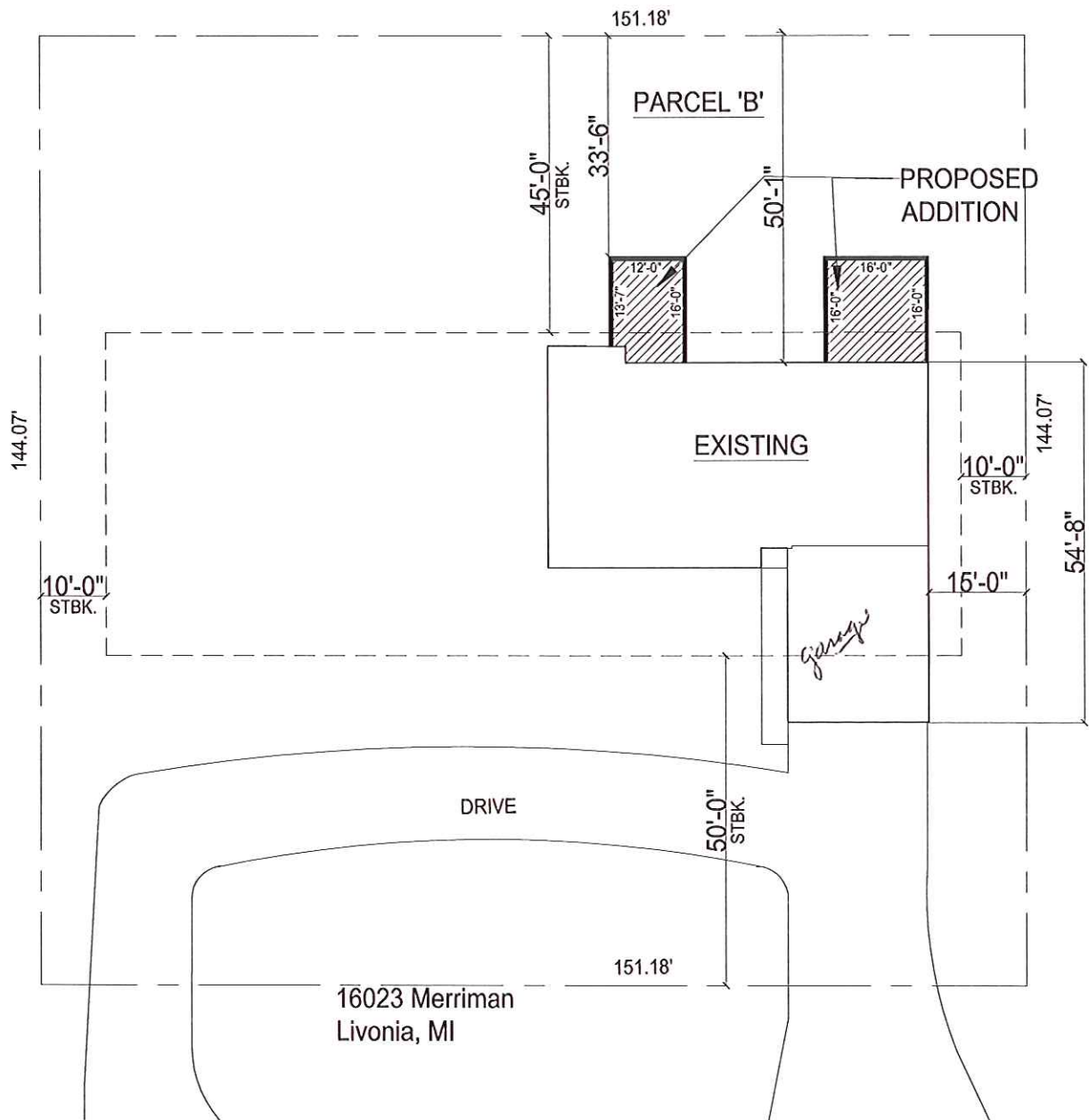
Feed

Charts

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(/store)16023
MERRIMAN

Get the Regrid App for a better mobile experience

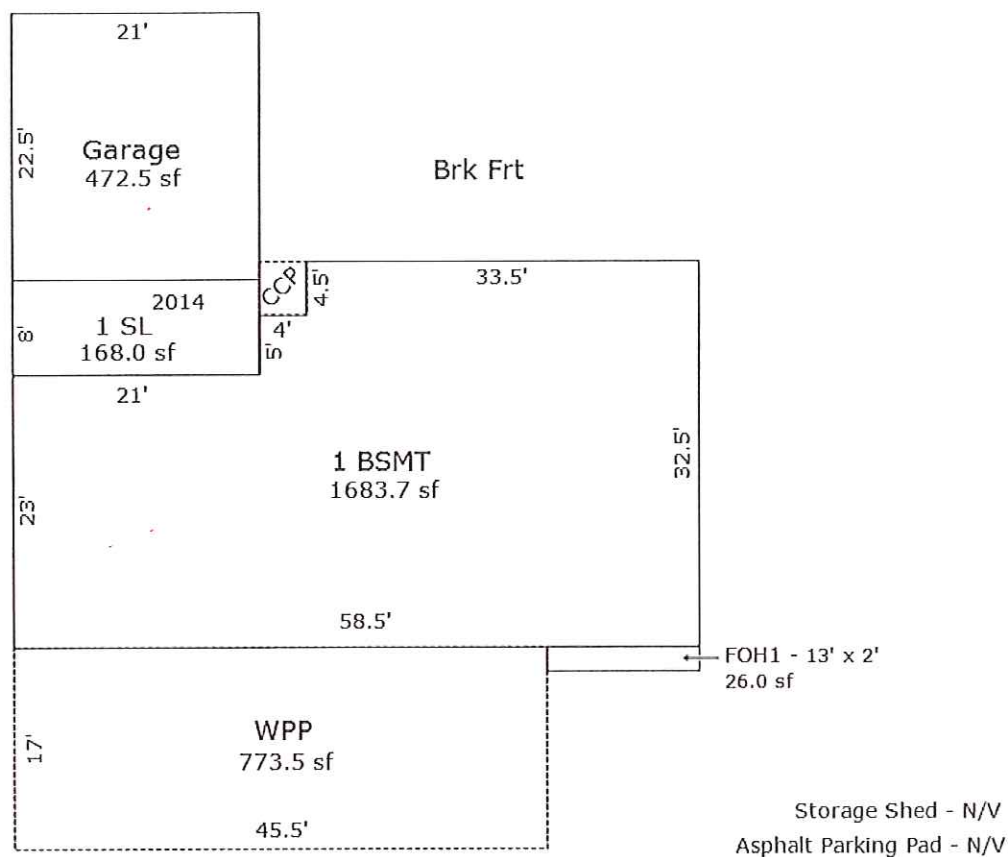
GET APP ([HTTPS://REGRID.COM/APPS](https://regrid.com/apps))© Mapbox © OpenStreetMap (<https://www.mapbox.com/about/maps/>) | Improve this map (<https://www.mapbox.com/map-feedback/>)



SITE PLAN

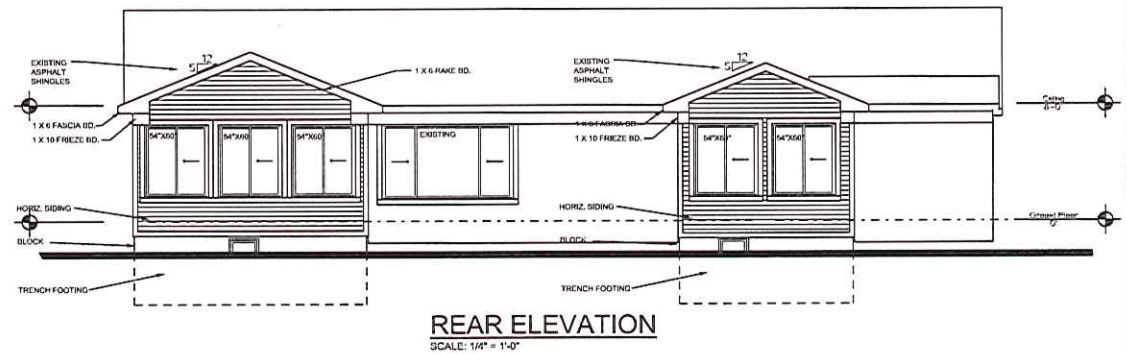
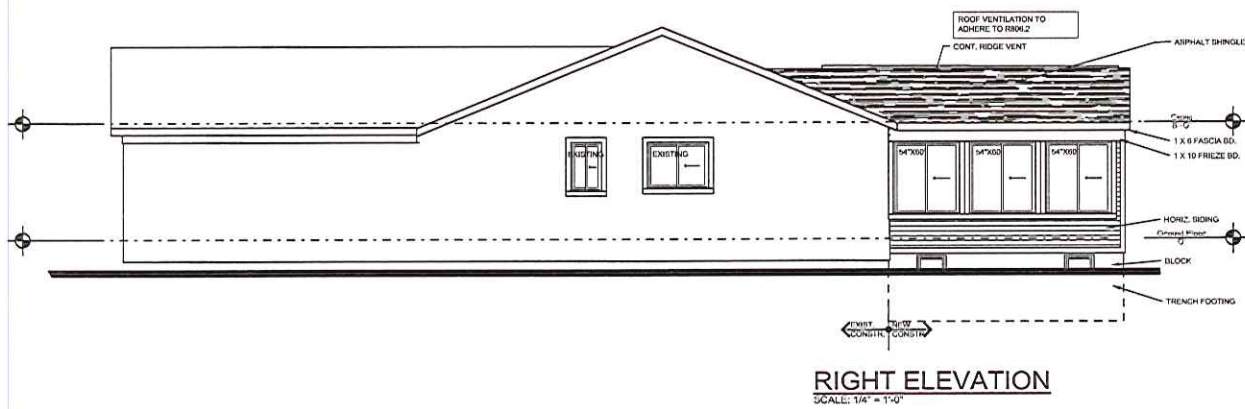
SCALE: 1" = 300'-0"

Image/Sketch for Parcel: 060 01 0603 002



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16023 Merriman

Revision

BradCad

AutoCAD
2000-12-15
2000-12-15
2000-12-15

General Notes:

Note:
Contractor to verify all dimensions before proceeding with construction.
All dimensions are in feet and inches.
All dimensions are to the face of the material unless otherwise noted.

Project Name
Proposed Addition
16023 Merriman Rd.
Lynch, VA

ELEVATIONS

August 1, 2023
A-2

GENERAL NOTES:

1. All footings shall bear on soil of 3,000 p.s.f. minimum bearing capacity.
2. Field conform soils conditions / capacities with Soil Engineer or time of excavation.
3. Footings shall be extended down as necessary to bear on 3,000 p.s.f. soil, as directed by Soil Engineer.
4. Confirm all finish grade and finish floor elevations with approved site engineering.
5. Provide stepped footings and ledgers as required. Confirm locations and extents with General Contractor.
6. Slabs shall be constructed with control joints having a depth of at least one-fourth the slab thickness, and joints shall be spaced at intervals not more than 30 feet in each direction and slabs not rectangular in shape shall have control joints across the slab at points of offset, if offset exceeds 10 feet.
7. All structural steel beams shall have 2 x 4 top plate. Secure plate to beam with (2) rows of 40ksi anchors @ 48" o.c. Stagger rows.
8. INSULATION: All exposed insulation materials, including facings, such as vapor barriers or breather papers installed within the floor/ceiling assemblies, wall assemblies, steel joists or which shall have a flame spread rating not to exceed 25.
EXCEPTION: When such materials are installed in concealed spaces, the flame spread and smoke development limitations do not apply to the facings, provided that the facing is installed in substantial contact with the unexposed surface of the ceiling, floor or wall finish.
SMOKE DENSITY: The smoke density shall be not greater than 450.

BEARING NOTES:

ALL BEARING STUDS NOTED TO BE DOUGLAS FIR OR BETTER "TIGHT LOGS"
ALL BEARING SHALL CONTINUE THROUGH THE FLOOR SYSTEM USING THE SAME AMOUNT OF STUDS CALLED OUT ON FLOOR ABOVE FOR SQUARE FLOORING QUANTITY TO MATCH NUMBER OF BEARING STUDS
2x12 DOUBLY FLASHER IN PARALLEL TO BE 4x DOUGLAS FIR OR BETTER
ALL ROUGH OPENINGS SHALL BE 5" WIDER THAN REQUIRED DOUBLE CHINILE STUDS FOR BEARING
TYPICAL CHINILE STUDS AT ALL GARAGE OVERHEAD DOOR HEADLIPS
ROUGH TRUSS BRIDGE ENGINEERING TO BE PROVIDED PER LOCAL CODES BY TRUSS MANUFACTURER

NOTES:
1. VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
2. ALL ILLUSTRATIONS FOR WINDOW GEOMETRIES.
3. INTERIOR WALL THICKNESSES ARE 4 1/2 UNLESS NOTED OTHERWISE.
4. 2 X 4 STUDS FRAMING AT ALL FIRST FLOOR WALLS.
5. ROOF TRUSS BRIDGE ENGINEERING TO BE PROVIDED PER LOCAL CODES BY TRUSS MANUFACTURER.
6. PROVIDE HOLE IN FOUNDATION FOR UTILITIES.
7. EXISTING FOUNDATION FOR UTILITIES.
8. EXISTING FOUNDATION FOR UTILITIES.
9. EXISTING FOUNDATION FOR UTILITIES.
10. EXISTING FOUNDATION FOR UTILITIES.
11. EXISTING FOUNDATION FOR UTILITIES.

CODE COMPLIANCE:

1. BUILDER TO COMPLY WITH THE 2015 MICHIGAN CODE REQUIREMENTS.
2. BUILDER TO COMPLY WITH OR EXCEED THE REQUIREMENTS OF CHAPTER 11 ENERGY EFFICIENCY OF THE 2015 MRC CLIMATE ZONE SA PER THE FOLLOWING BASIS OF DESIGN OR SPECIFIED THERMAL PERFORMANCE.
WINDOWS: U = .032
CEILING INSULATION: R = 38 MIN.
EXTERIOR WALL: R = 28 MIN.
CRAWL SPACE WALL: R = 10 MIN.
3. ACCESS DOORS FROM CONDITIONED SPACE TO UNCONDITIONED SPACE TO BE WEATHERSTRIPPED AND INSULATED TO MATCH THE SURROUNDING SURFACE THEY PENETRATE.
4. BUILDER TO PROVIDE PERMANENT CERTIFICATE POSTED ON OR IN THE ELCC PANEL, INDICATING THE INSTALLED VALUES OF INSULATION WINDOW WALLS AND HEATING AND COOLING EQUIPMENT TYPES AND EFFICIENCIES.
5. PROJECT SCOPE SHALL INCLUDE VERIFICATION OF CODE COMPLIANT SMOKE ALARMS AT:
- EACH SLEEPING ROOM
- OUTSIDE EACH SLEEPING AREA
ON EACH ADDITIONAL STORY OF THE HOUSE SMOKE ALARMS NOT ALREADY AT THESE LOCATIONS SHALL BE PROVIDED.
6. PROJECT SCOPE SHALL INCLUDE VERIFICATION OF A CARBON MONOXIDE ALARM OUTSIDE OF THE FIRST FLOOR SLEEPING AREA. PROVIDE IF ONE IS NOT EXISTING.

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED PER 2015 MICHIGAN RESIDENTIAL CODE.
2. ALL WOOD EXPOSED TO THE WEATHER IN CONTACT WITH THE GROUND OR ENTENDING EXTERIOR MASONRY WALLS SHALL BE PRESERVATIVE TREATED (P.T.).
3. ALL FASTENERS FOR PRESERVATIVE TREATED WOOD SHALL BE HOT-DIPPED GALVANIZED STEEL OR STAINLESS STEEL.
4. ALL STRUCTURAL CONNECTORS & HANGERS SHALL BE HOT-DIPPED GALVANIZED STEEL.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS. IF A DISCREPANCY IS DISCOVERED, COORDINATE WITH ARCHITECT (12) HOURS. THE OWNER TO ADVISE THE ARCHITECT.
6. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS. IF A DISCREPANCY IS DISCOVERED, COORDINATE WITH ARCHITECT (12) HOURS. THE OWNER TO ADVISE THE ARCHITECT.
7. COORDINATE WITH OWNER ALL ACTUAL FINISHES AND MATERIAL SAMPLES.
8. ELECTRICAL SHALL BE DESIGNED FOR LATER RES. COORDINATE FINISHES, RECEPTACLES AND REQUIREMENTS WITH OWNER. LIGHTING SHALL BE PROVIDED BY OWNER, INSTALLED BY CONTRACTOR.
9. DATA SHALL BE DESIGNED FOR LATER RES. COORDINATE FINISHES, RECEPTACLES AND REQUIREMENTS WITH OWNER.
10. HEATING INSULATION AND COORDINATING SHALL BE DESIGNED FOR LATER RES. COORDINATE SYSTEM TYPES AND PERFORMANCE SPECIFICATIONS WITH OWNER.
11. PLUMBING SHALL BE DESIGNED FOR LATER RES. COORDINATE SYSTEM TYPES AND PERFORMANCE SPECIFICATIONS WITH OWNER.
12. ALL EXTERIOR WALLS TO BE 2 X 6 STUDS @ 16" O.C. PROVIDE 2 X 10 HEADERS ABOVE ALL DOORS & WINDOWS.

EGRESS DOOR LANDING TO ADHERE TO R310.1.3
CARBON MONOXIDE DETECTOR TO ADHERE TO R310.1.3

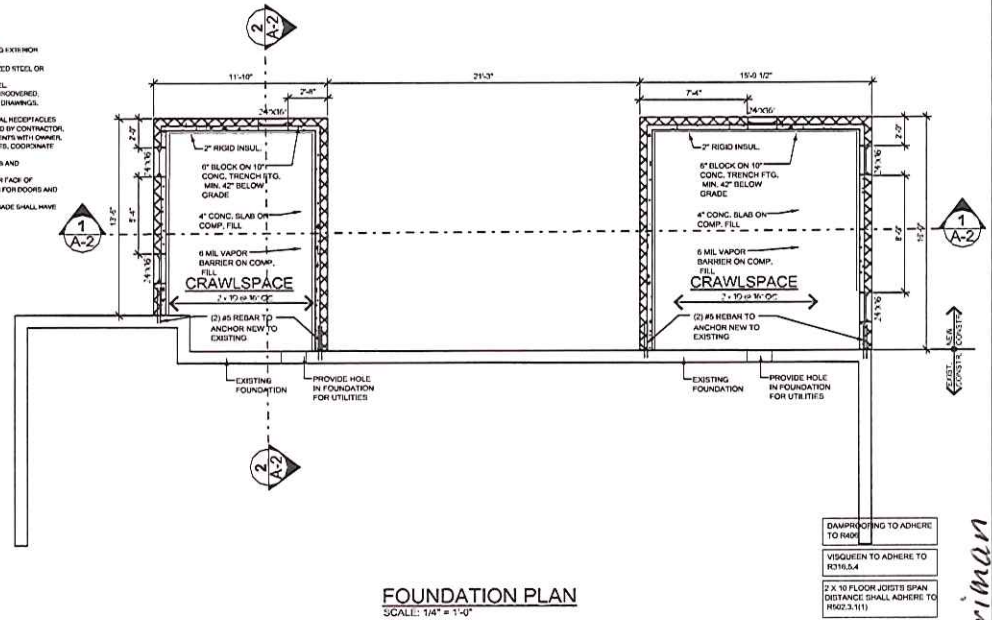
EGRESS OPENINGS TO ADHERE TO R310.1.3
ATTIC ACCESS TO ADHERE TO R310.1.3

VAPOR BARRIER TO ADHERE TO R602.3.1
VAPOR BARRIER TO ADHERE TO R602.3.1

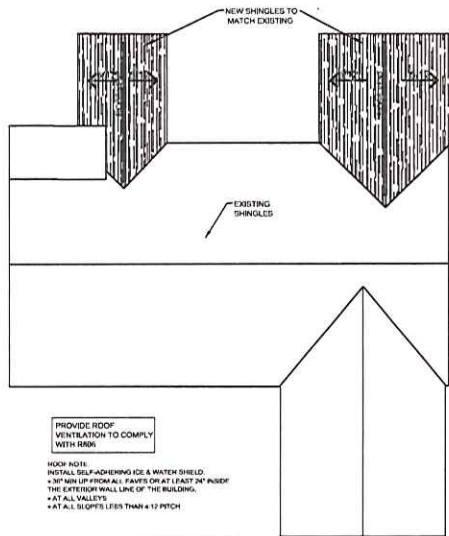
NOTE #1
PROVIDE MIN. 6" HEADROOM AT STAIRS. ADHERE TO R311.7, R311.7.1, R602.3, R602.3.1

NOTE:
ALL EXTERIOR WALLS TO BE 2 X 6 STUDS @ 16" O.C.
PROVIDE 2 X 10 HEADERS ABOVE ALL DOORS & WINDOWS

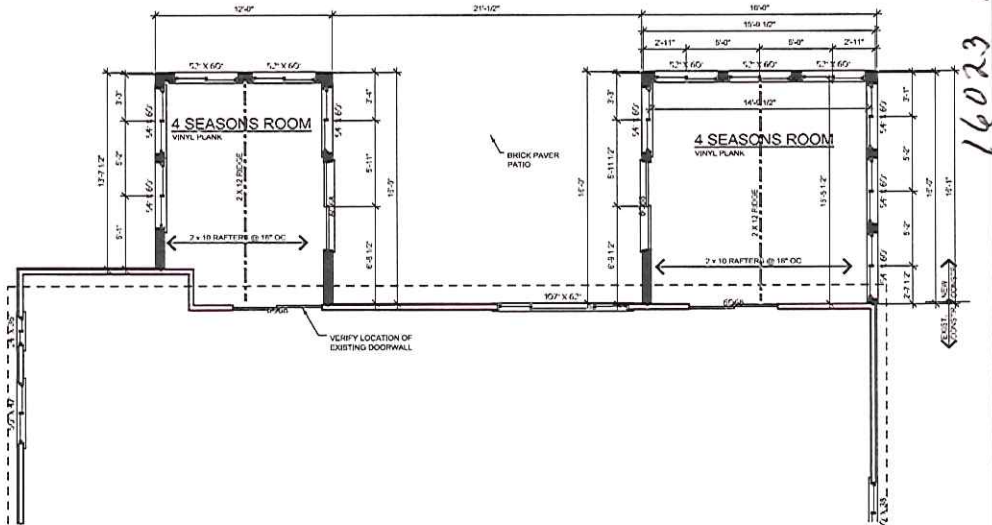
A CARBON MONOXIDE DEVICE SHALL BE LOCATED IN THE VICINITY OF ALL BEDROOMS, WHICH MAY INCLUDE: 1. DEVICE CAPABLE OF DETECTING CARBON MONOXIDE NEAR ALL ADJACENT BEDROOMS AREAS WITHIN THE DWELLING ADJACENT TO AN ATTACHED GARAGE, AND IN AREAS ADJACENT TO ANY FUEL BURNING APPLIANCES. THEY ARE TO BE INSTALLED IN ACCORDANCE WITH MANUF. RECOMMENDATIONS AND SHOULD NOT BE PLACED WITHIN 15' OF FUEL BURNING HEATING OR COOKING APPLIANCES SUCH AS GAS STOVES, FURNACES, OR FIREPLACES OR IN OR NEAR VERY HUMID AREAS SUCH AS BATHROOMS. 1972 PA 230, SECTION 4I MCL 125.1504F.



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



ROOF PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

NEW 448 S.F.
EXISTING 1943 S.F.
TOTAL 2391 S.F.

NEW 10" DRYWALL ON 2 X 4 STUDS @ 16" O.C.
EXIST. 10" DRYWALL ON 2 X 4 STUDS @ 16" O.C.

Revision

Brad Cad

Project Name
16023 Merriman
2023.01.20
2023.01.20
2023.01.20

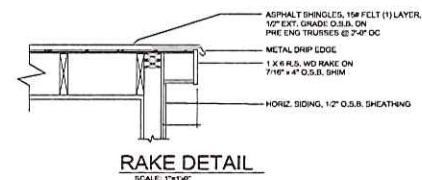
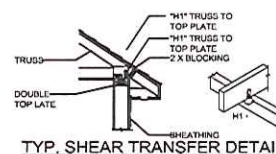
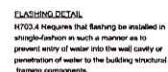
General Notes:

Note:
Contractor to verify all dimensions before commencing work.
All dimensions are approximate and subject to change.
Contractor to verify all dimensions before commencing work.

Project Name
16023 Merriman
2023.01.20
2023.01.20
2023.01.20

Floor Plan

August 1, 2023
A-1



Image/Sketch for Parcel: 060 01 0603 002

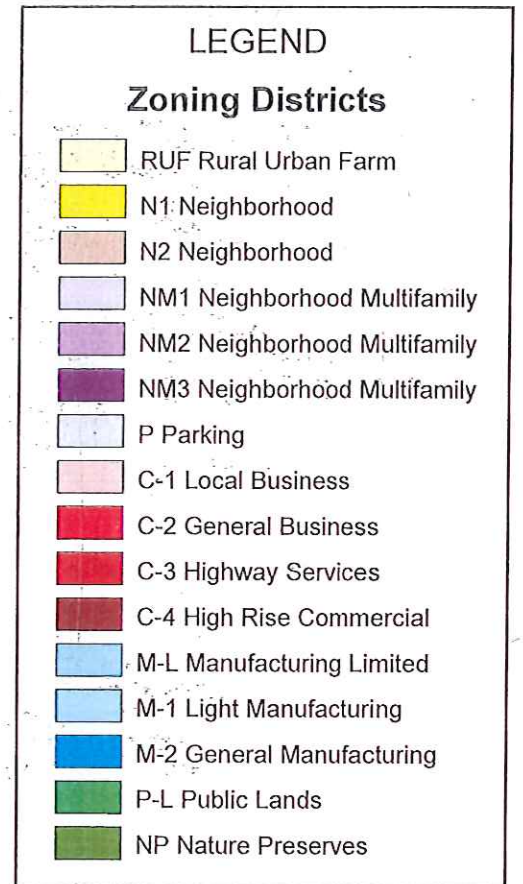


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LOW DENSITY RESIDENTIAL

"LOW DENSITY RESIDENTIAL"



City of Livonia

Copyright 2001, City of Livonia



300 150 0 300 Feet

APPLICATION FOR VARIANCE

Phil Kupras 16023 Merriman Livonia 48154 734-890-1203
 (Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)
 Dinverno Remodeling 29610 Southfield Southfield 48076 248 431-4609 888-535-0351
 (Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 16023 Merriman Rd. Livonia, Mi 48154

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? NO

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

46 060 01 0603 002

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

BEFORE PURCHASE, PROPERTY WAS SUBDIVIDED AND

RESULTED IN SMALLER FOOTAGE TO THE REAR OF PROPERTY

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

AS WE ARE AGING, THE BENEFIT WOULD BE FOR US TO

CONTINUE TO LIVE HERE WITH EVERYTHING ON THE FIRST FLOOR.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: NO

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

RECEIVED

SEP 11 2023

Inspection Department
City of Livonia

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: NO

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? _____

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: Philip M Kupras

Please print name of property owner: Philip Kupras

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 11th day of Sept, 2023

OAKLAND, County, Michigan
(Notary Public, Wayne County, Michigan)
My Commission expires 11-17-2026

Jeanette L Dinverno

JEANETTE DINVERNO
Notary Public - State of Michigan
County of Oakland
My Commission Expires Nov 17, 2026
Acting in the County of Wayne

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order) decision) of the Department of Inspection, dated SEPT. 12, 2023, which reads as follows:

ZONING ORD., SECTION 4.02

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

By
(Supervisor)

Application for permit filed YES

Violation Issued NO (CORRECTION NOTICE)





CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant DINVERNO REMODELING + CONST. Address 29610 SOUTHFIELD, #101, SOUTHFIELD, MI ^{248-431-4609 48076}
Owner PHIL KUPRAS Address 16023 MERRIMAN, LIVONIA, MI 48154 ⁷³⁴⁻⁸⁹⁰⁻¹²⁰³
Lessee _____ Address _____
Location WEST Side of 16023 MERRIMAN Street
Between EAST MYANA And FIVE MILE
Lot No./Parcel No. 060-01-0603-002 Subdivision SUPERVISORS LIVONIA PLAT #10
Zoning District RUF Map No. SE15 Lot Size 0.5 ACRES (21,780 SQ. FT.) Alley _____
Present Use RESIDENTIAL Proposed Use SAME
Present Building Size HOUSE 1758 SQ. FT. / GARAGE 473 SQ. FT. Proposed Building Size 16'x16' AND 12'x16'
Present Height of Building ONE STORY Proposed Height ONE STORY
Allowable Lot Coverage 35% (7623 SQ. FT.) Proposed Lot Coverage 12.3% (2679 SQ. FT.)
Proposal SEEKING TO CONSTRUCT TWO SEPARATE ADDITIONS ONTO THE REAR OF AN EXISTING DWELLING RESULTING IN DEFICIENT REAR YARD SET BACK. REAR YARD SET BACK REQUIRED: 45 FEET; PROPOSED: 33.5 FEET; DEFICIENT: 11.5 FEET.

Reason for Rejection ZONING ORDINANCE, SECTION 4.02

Deficient Side Yard	Deficient Front Yard	Deficient Rear Yard <u>4.02 11.5 FEET</u>
Deficient Lot Area	Deficient Lot Area per Room	Encroachment
Excessive Lot Coverage	Excessive Height	Increasing No. Units
Use Prohibited	Deficient Parking Spaces	Increasing Area and Bulk

Remarks _____

Plans and Application examined by Rx

Date

SEPTEMBER 12 2023

ZONING EXAMINER

INSPECTION DEPARTMENT
ORDINANCE ENFORCEMENT
CITY OF LIVONIA
33000 CIVIC CENTER DR.
LIVONIA, MI 48154

DIVERNO REMODELING AND CONSTRUCTION INC
29610 Southfield Road, Suite 101
Southfield, MI 48076

08/22/2023

RE: 16023 MERRIMAN

PLAN REVIEW CORRECTION SHEET

Your application for a permit was reviewed for the above location. It has been rejected for the following reasons:

1. SETBACK - Deficient rear yard setback.

REVIEWER COMMENT: REAR YARD SETBACK REQUIRED: 45'; PROPOSED: 33.5';
DEFICIENT: 11.5'

2. VARIANCE - Submit any variances received by any City Board.

For Information
(8:30 - 9:30 AM) (4:00 - 5:00 PM)

File: PB23-1842

Reviewer: Matt Stierna
Telephone (734) 466-2593

WARNING: Damage or injury resulting from delay or failure to comply with this notice will be attributed to negligence on the part of the responsible party or parties.

DIVERNO Remodeling & Construction
29610 Southfield Rd, Suite 101
Southfield, MI 48076
248 343-431-4609
JOSH DIVERNO
JEANETTE DIVERNO

INSTRUCTIONS FOR COMPLETING APPLICATION FOR VARIANCE

Identify owner and any lessee of the property as to which you are asking for a variance. Only an owner of property (or an agent who provides the Board with written authority from the owner) can ask for a variance.

Line 1: Often, the deed to a piece of property will specify what can and cannot be built on the property. Or it may specify the ways in which the site may or may not be divided or used. In addition, some subdivisions have rules involving, for example, whether fences can be built on the property. If there are any restrictions in your deed or any subdivision rules, please supply those on line 1.

Lines 3 - 5: When you ask for a zoning variance, *you are asking permission to do something which violates the Zoning Ordinance*. So you need to explain why the law should not apply to you. In order for the Board to grant you a variance, the Board must decide that obeying the law would create a special problem for you which is a) different from everybody else, and b) harsh (for example, you can't use your property at all if you don't get the variance). The Board must also decide that the variance would be fair to the people who are protected by the Zoning Ordinance, such as your neighbors. So on line 3, you need to tell the Board why your situation is so special that you can't obey the law that everyone else must obey. On line 4, you need to tell the Board the bad things which would happen to you if the variance isn't granted. On line 5, you need to explain to the Board why it is fair to your neighbors to allow this variance, as well as the reason this variance would be consistent with the spirit of the Zoning Ordinance.

Lines 6 and 7: If you think the law preventing you from carrying out your plans for your property is a bad law, you should write a letter to the City Council asking that the law be changed so that you -- and others like you -- can do what the law currently forbids. On line 6, please state whether or not you wrote such a letter and, if so, what happened as a result. If you did not write such a letter, please use line 7 to tell the Board why you didn't write such a letter.

Lines 8 and 9: Sometimes, a property owner would be able to use his land -- or build on it -- just as he/she would like if the site were in a different zoning district. Have you tried to get your property rezoned? On line 8, please state whether you tried to get your property rezoned and, if you did, what happened. If you did not try to get your land rezoned, please use line 9 to say why you didn't try.

There are certain other instructions on the form. Please follow those instructions, as well as the additional instructions on the back side of this form. Note that if an agent signs the application on behalf of the owner, the agent must provide written proof of his/her authority to sign the application.

Please note that your application will be reviewed to make sure you have answered every question directly. So remember to complete each line. The Board is required to make a decision on each of the questions presented on lines 3-5, so pay special attention to those questions. Your application will also be reviewed to ensure that you submit a complete set of materials to the Board.

The Inspector who reviews these materials will use the following checklist:

*Note: If paperwork is 11" x 17" or smaller 1 copy is required – If larger 10 copies are required.

- ___ *1 Copy of Plot Plan drawn to scale, showing
- ___ Shape and dimensions of the lot
- ___ Existing buildings and accessory buildings
- ___ Lines within which the proposed structure is to be erected or altered
- ___ Existing and intended use of each building or part of a building
- ___ Number of families or household units building is designed to accommodate
- ___ Miscellaneous lot information (state type of information here): _____
- ___ Adjacent lots with building locations and address numbers
- ___ Photograph or architectural rendering or rendering
- ___ Plan of the building, sign, or property involved (in addition to the plans which accompany the permit application) in any new construction, addition or alteration

For signs only:

- ___ *1 copy of plot plan, drawn to scale, clearly showing the proposed location of the sign (for all signs, this means plot plans showing the sign's location on the property, complete with setbacks from all property lines; for wall signs, this includes the road frontage of the property and an elevation depicting the length of the façade and the sign's location thereon)
- ___ *1 detailed plan of the proposed sign(s), including a color rendering of same

Your appeal will be placed on the Board's agenda once your application and accompanying materials have been reviewed and approved.

FEE SCHEDULE FOR ZONING BOARD OF APPEALS

Payment by check only -- payable to: City of Livonia

Section 21.10 Filing Fees. Each application for appeal shall be given a number and shall be accompanied by a filing fee as determined by the schedule below:

- A. Zoning Board of Appeals Fees. Each petition to the Zoning Board of Appeals shall be accompanied by a fee of four hundred and fifty dollars (\$450.00). This fee includes all variance requests and similar petition with regard to a single applicant and single property which are 1) heard at the same hearing, 2) mailed in the same mailing, and 3) published in the same publication, notwithstanding that such requests may require separate supportive findings in order to be granted. Tabled cases and other matters which are reheard through no fault of the applicant do not require any additional fee, but if the applicant or applicant's representative fails to appear on the scheduled hearing date or request and is granted an postponement of the hearing subsequent to the mailing of legal notices, an additional fee of one hundred (\$100.00) shall be required and paid prior to the newly established hearing date. (Code of Ordinances Section 15.56.035 (B))
- B. Rehearings and renewals of temporary variances require the payment of a new fee as determined by this schedule.
- C. Appeals for additions or modifications to existing single-family residential uses in zoning districts other than residential shall be subject to the existing single-family residential fee.
- D. Sign appeals shall be considered as separate appeals and are not to be incorporated with other appeals.



LICENSE NO. M12102212105

Proposal

Page No. _____ of _____ Pages

**Dinverno Remodeling
and Construction, Inc.**

29610 Southfield Rd, Suite 101

Southfield, MI 48076

248-431-4609

TO Phil Kupras		DATE 07/08/2023	JOB PHONE NO.
PHONE NUMBER (734) 890-1203		JOB NAME / NO.	
CUSTOMER ADDRESS 16023 Merriman Road		JOB LOCATION 16023 Merriman Road	
City Livonia		City Livonia	
State Michigan	Zip Code 48154	State Michigan	Zip Code 48154

We hereby submit specifications and estimates for:

4 season addition - 16' x 16'
Remove entire deck on back of home.
Frame walls as required -
Install slanted roof trussing.
Osb boards on walls and roof.
GAF shingles on sunroom only. 'Lifetime package'
Energy efficient vinyl windows. Pella 250 series.
Install vinyl siding on exterior in customers preferred color.
Configure new electrical to code. Add outlets and lighting.
Insulation in walls and crawl space.
Install drywall on walls and ceiling.
Mud, sand, and paint walls and ceiling.
Install customer supplied ceiling fan.
Waterproof vinyl plank flooring.
Install mini split hvac system. Sufficient btu to heat/cool room.
Haul away all job related debris.

Total -
80735

1/3 down - 26910

1/3 upon start - 26910

Remaining balance upon completion - 26915

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No verbal agreements recognized. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this trans-action. Cancellation must be done in writing. Dinverno Remodeling can cancel this contract for any cause for any reason or with out a reason.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

..... dollars (\$ 80735

Payment to be made as follows:

1/3 down payment of \$26910 received via check

Zach Dinverno

07/08/2023 02:05 PM

Authorized Signature

Date: 07/08/2023

Note: This proposal may be withdrawn by us if not accepted within days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Rhl Kyma

07/08/2023 02:21 PM

Signature

Date: 07/08/2023

Signature

Signature Date

Signature

Date: 07/08/2023



LICENSE NO. M12102212105

Proposal

Page No. _____ of _____ Pages

**Dinverno Remodeling
and Construction, Inc.**

29610 Southfield Rd, Suite 101

Southfield, MI 48076

248-431-4609

TO Phil Kupras		DATE 07/08/2023		JOB PHONE NO.	
PHONE NUMBER (734) 890-1203		JOB NAME / NO.			
CUSTOMER ADDRESS 16023 Merriman Road		JOB LOCATION 16023 Merriman Road			
City Livonia		City Livonia			
State Michigan	Zip Code 48154	State Michigan	Zip Code 48154		

We hereby submit specifications and estimates for:

2nd Room add on to job

4 season addition - 12' x 16'

Remove entire deck on back of home.

Frame walls as required -

Install slanted roof trussing.

Osb boards on walls and roof.

GAF shingles on sunroom only. 'Lifetime package'

Energy efficient vinyl windows. Pella 250 series.

Install vinyl siding on exterior in customers preferred color.

Configure new electrical to code. Add outlets and lighting.

Insulation in walls and crawl space.

Install drywall on walls and ceiling.

Mud, sand, and paint walls and ceiling.

Install customer supplied ceiling fan.

Waterproof vinyl plank flooring.

Install mini split hvac system. Sufficient btu to heat/cool room.

Haul away all job related debris.

Patio

Install brick paver patio between the two rooms.

Total -

\$90,785

1/3 down - \$30,000

1/3 upon start - \$30000

Remaining balance upon completion - \$30,785

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No verbal agreements recognized. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this trans-action. Cancellation must be done in writing. Dinverno Remodeling can cancel this contract for any cause for any reason or with out a reason.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

..... dollars (\$ 90,785).

Payment to be made as follows:

1/3 down payment of \$26910 received via check



07/25/2023 10:33 AM

Authorized Signature

Date: 07/08/2023

Note: This proposal may be withdrawn by us if not accepted within days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



07/25/2023 10:43 AM

Signature

Date: 07/25/2023

Signature

Signature Date

Signature

Date: 07/08/2023

CITY OF LIVONIA, MICHIGAN

PROPERTY ADDRESS : 16023 MERRIMAN, LIVONIA

CONSENT LETTER FROM ADJOINING NEIGHBORS FOR VARIANCE

I, STEVEN M. MINCH, AM THE LEGAL OWNER OF

PROPERTY LOCATED AT 31463 MYRNA ST, LIVONIA MI 48154

WHICH IS AN ADJOINING / NEIGHBORING PROPERTY TO THE PROJECT ADDRESS.

I AM AWARE OF THE PROPOSED PROJECT AND SCOPE OF WORK AT THE SUBJECT
PROPERTY AND HAVE REVIEWED THE PLANS PRESENTED TO ME BY PHILIP KUPRAS,
OWNER OF PROPERTY.

✓ I HAVE NOT OBJECTION TO GRANTING MY CONSENT FOR THE
AFOREMENTIONED PROJECT TO PROCEED.

NEIGHBOR SIGNATURE Steven M. Minch

PRINTED NAME STEVEN M. MINCH

DATE 9/08/2023

16023 MERRIMAN

To the Livonia Variance committee

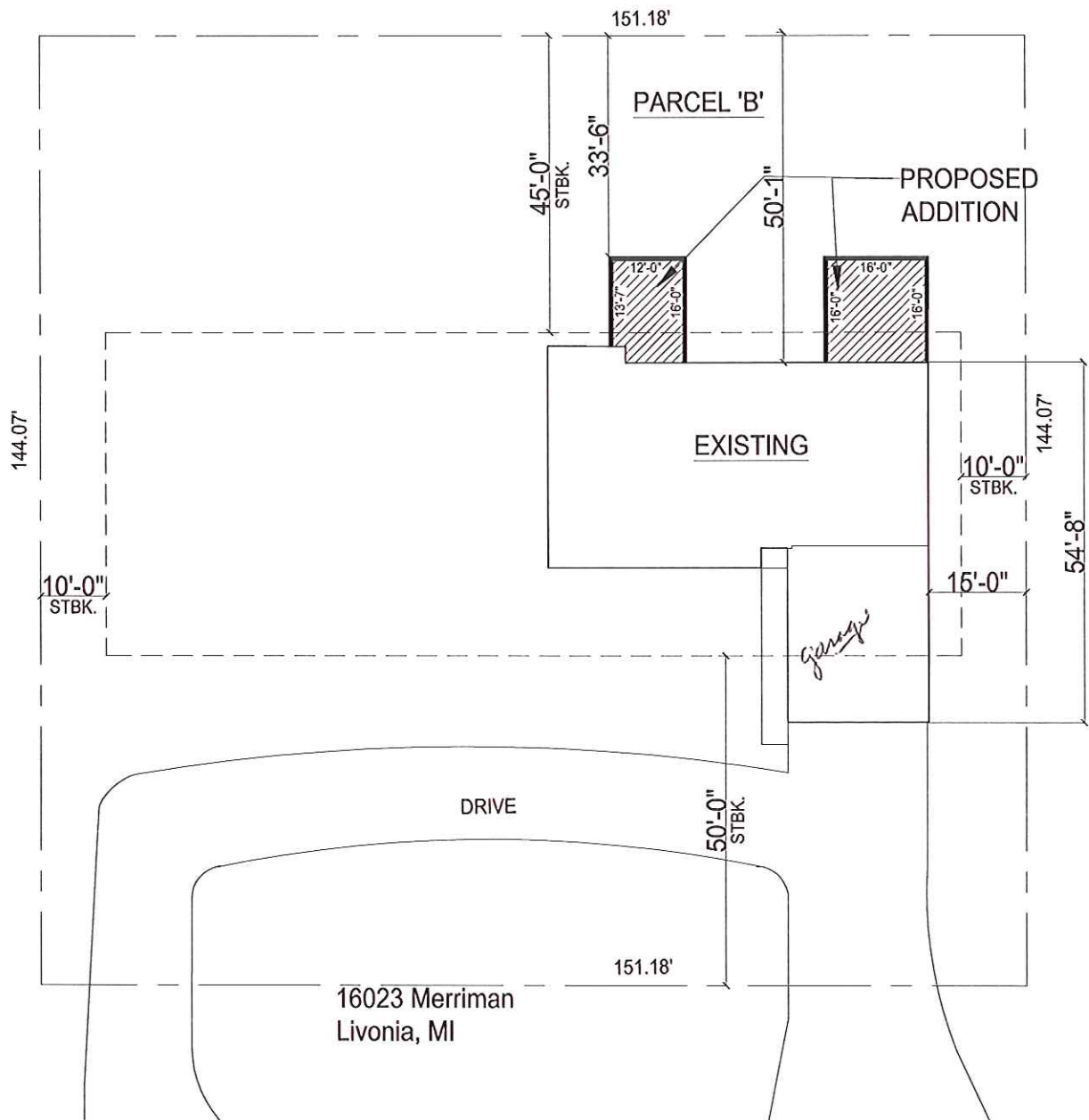
I have attached a survey of the properties for the variance in question.

The property in question, was divided at one point in time, and has two sides of it adjoined by the original owner who split the property.

The two additions which we are seeking a variance for do not take away from the overall value of the property, but are for the sole pleasure of the existing owners.

As they are now retired and growing older, they would like to have more space on the one side for an eating area in the kitchen and the other side as a bonus room on the master bedroom.

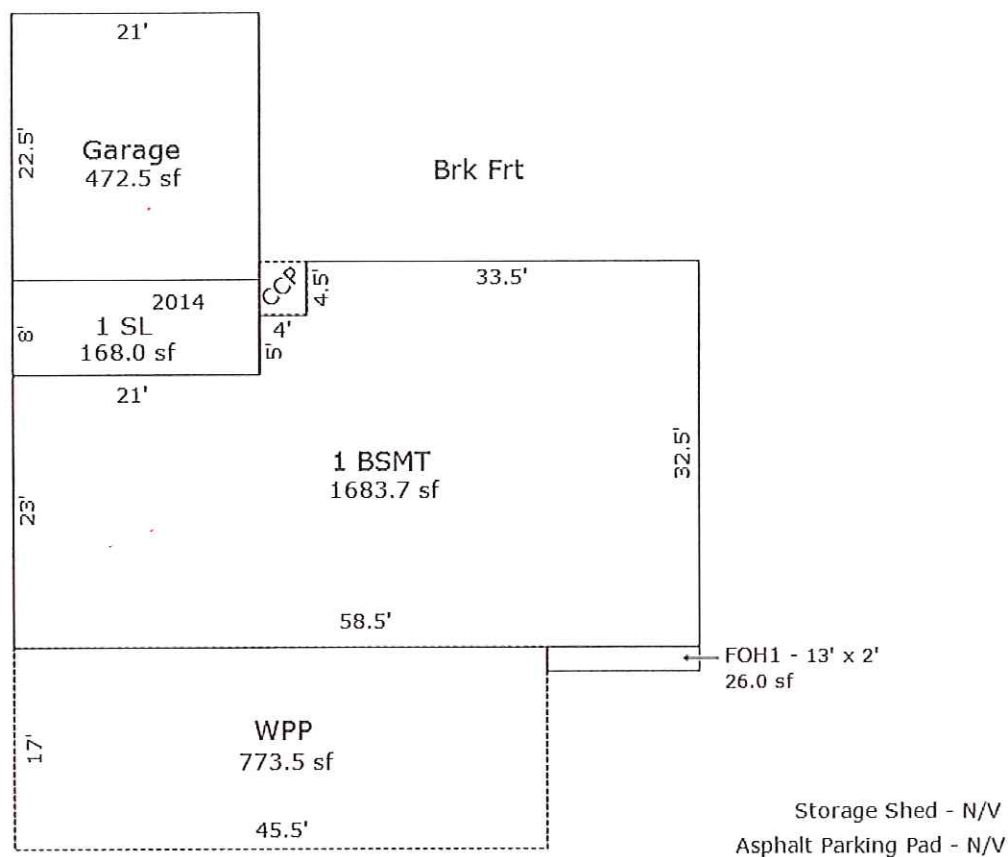
This area is not visible from the main road, and the sides and back are full of trees and other vegetation that also blocks the additions from the neighbors.



SITE PLAN

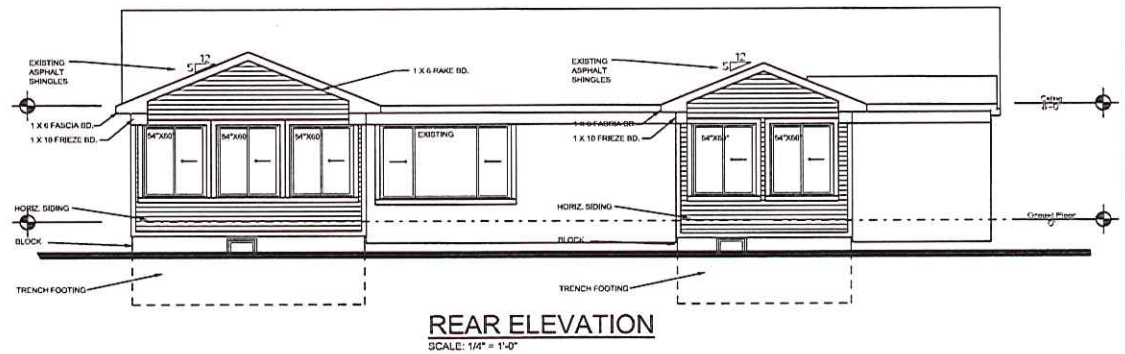
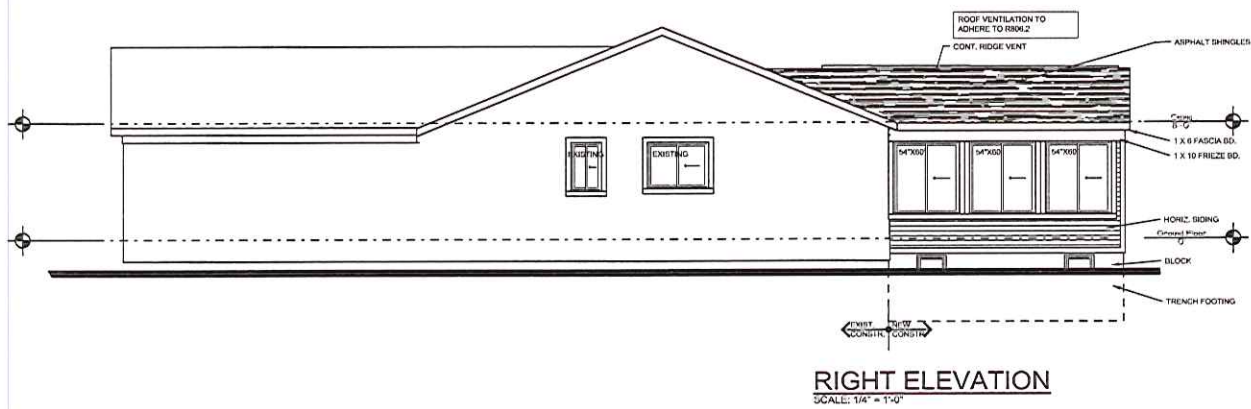
SCALE: 1" = 300'-0"

Image/Sketch for Parcel: 060 01 0603 002



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16023 Merriman

Revision

BradCad

AutoCAD
2000-10-10
2000-10-10
2000-10-10

General Notes:

Note:
Contractor to verify all dimensions before proceeding with
work. All dimensions are approximate. All dimensions are
subject to change without notice.

Project Name
Proposed Addition
16023 Merriman Rd.
Lynch, VA

ELEVATIONS

August 1, 2003
A-2

1. All footings shall bear on soil of 3,000 p.s.f. minimum bearing capacity.
2. Field conform soils conditions / capacities with Soils Engineer at time of excavation.
3. Footings shall be extended down as necessary to bear on 3,000 p.s.f. soil, as directed by Soils Engineer.
4. Confirm all finish grade and finish floor elevations with approved site engineering.
5. Provide sloped footings and ledges as required. Confirm locations and extents with General Contractor.
6. Slabs shall be constructed with concrete joints having a depth of at least one-fourth the slab thickness, and joints shall be spaced at intervals not more than 30 feet in each direction. Slabs shall be rectangular in shape and shall have concrete slabs at the slab at points of offset.
7. All structural steel beams shall have 2 x 4 top plate. Secure plate to beam with 2 rows of shiplap anchors @ 48" o.c.

ALL BEARING STUDS NOTED TO BE DOUGLAS FIR OR BETTER "POINT LOADS"
ALL BEARING SHALL CONTINUE THROUGH THE FLOOR SYSTEM USING THE
SAME AMOUNT OF STUDS CALLED OUT ON FLOORS ABOVE FOR SQUASH
BLOCKING. QUANTITY TO MATCH NUMBER OF BEARING STUDS.

2X12 DOUBLE HULDER IN BASEMENT TO BE #2 DOUGLAS FIR OR BETTER
ALL ROUGH DIMENSIONS OVER 5/8" WIDTH REQUIRES DOUBLE CHIMPLE
STUDS FOR RETAINING
TRIM F CHIMPLE STUDS AT ALL GARAGE OVERHEAD DOOR HEADERS
ROOF TRUSS SYSTEM ENGINEERING TO BE PROVIDED PER LOCAL CODES
BY TRUSS MANUFACTURER

1. VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
2. SEE ELEVATIONS FOR WINDOW DESIGNATIONS.
3. INTERIOR WALL THICKNESSES ARE 4 1/2" UNLESS NOTED OTHERWISE.
4. 2 X 6 STUDS FRAMING AT ALL EXTERIOR WALLS, EXCEPT WHERE NOTED OTHERWISE.
5. PROVIDE MILD IRON IN SPACE BETWEEN

1. BUILDER TO COMPLY WITH THE 2019 MICHIGAN CODE REQUIREMENTS.
2. BUILDER TO PROVIDE THE FOLLOWING INFORMATION TO THE OWNER: EFFICIENCY OF THE 2019 MICHIGAN CLIMATE ZONE A/P, THE FOLLOWING INFORMATION TO BE PROVIDED TO THE OWNER: THERMAL PERFORMANCE, ENERGY PERFORMANCE, AND COMFORT PERFORMANCE.
3. CEILING INSULATION R = 38 MIN.
4. EXTERIOR WALL R = 20 MIN.
5. CHASE SPACE WALL R = 10 MIN.
6. ACCESS DOORS FROM CONDITIONED SPACE TO UNCONDITIONED SPACE TO BE WEATHER STRIPPED TO MATCH THE SURROUNDING SURFACE, THEY PENETRATE.
7. WEATHER STRIPPED PERMANENT CERTIFICATION POSTED ON OR IN THE ELEC. PANEL, INDICATING THE INSTALLED R-VALUES OF INSULATION WINDOW WALLS AND HEATING VENTILATION SYSTEMS.
8. PROJECT SMOKE SHALL INCLUDE VERIFICATION OF CODE COMPLIANT SMOKE ALARMS AT: OUTSIDE EACH SLEEPING AREA.
9. ON EACH ADDITIONAL STORY OF THE HOUSE SMOKE ALARMS NOT ALREADY AT THAT LOCATION SHALL BE PROVIDED.
10. PROJECT SMOKE SHALL INCLUDE VERIFICATION OF A CARBON MONOXIDE ALARM AT EACH ADDITIONAL STORY PROVIDED.

[illegible]

EGRESS DOOR LANDING TO
ADHERE TO R311.3

CARBON MONOXIDE
DETECTOR TO ADHERE TO
H219.2.1

EGRESS OPENINGS TO
ADHERE TO R310.1

ATTIC ACCESS TO ADHERE
TO R107.1

VAPOR BARRIER TO ADHERE
TO R107.1

TO R601.3

PROVIDE MIN. 6"-8" HEADROOM AT STAIRS. ADHERE TO R311.7, R311.7.5, R303.7, H303.7

NOTE:

ALL EXTERIOR WALLS TO BE:
STUDS @ 16" OC

A CARBON MONOXIDE DEVICE.

IN THE VICINITY OF ALL BEDROOMS, WHICH MAY INCLUDE 1 DEVICE CAPABLE OF DETECTING CARBON MONOXIDE NEAR ALL ADJACENT BEDROOM AREAS WITHIN THE DWELLING ADJACENT TO AN ATTACHED GARAGE, AND IN AREAS ADJACENT TO ANY FUEL BURNING APPLIANCES, THEY ARE TO BE INSTALL IN ACCORDANCE WITH MANUF. RECOMMENDATIONS AND SHOULD NOT BE PLACED WITHIN 15' OF FUEL BURNING HEATING OR COOKING APPLIANCES SUCH AS GAS STOVES, FURNACES, OR FIREPLACES OR IN OR NEAR VERY HUMID AREAS SUCH AS BATHROOMS. 1972 PA 230, SECTION 41 MCL 125.1504F.

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

SCALE: 1/8" = 1'-0"

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

NEW	448 S.F.
EXISTING	<u>1943 S.F.</u>
TOTAL	2391 S.F.

NEW 1/2" DRYWALL ON
2 X 6 STUDS @ 16" OC
VINYL SIDING

EXIST. 1/2" DRYWALL ON
2 X 4 STUDS @ 16" OC

BradCad

2007-2 Southfield Rd. Ste. 121
Southfield, MI 48034
248.431.4079

General Notes:

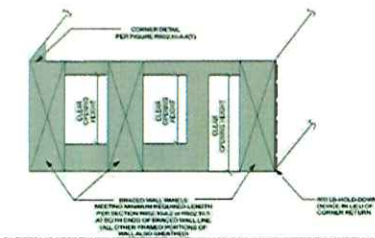
Note:
Consider to verify all dimensions before commencing work and to report any discrepancies.
Consider to verify all structural members by using and check local. Pattern of stress not measurable.

Proposed Addition
16023 Myerston Rd.
Livonia, MI

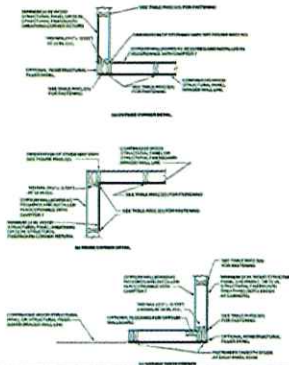
Floor Plan

August 1, 2023

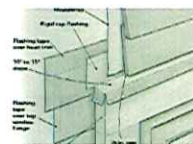
A-1



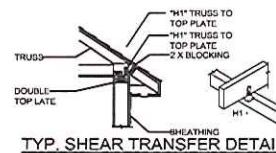
BRACING DETAILS
BRACING TO ADHERE TO MRC 2015, 106.1.3, 602.10



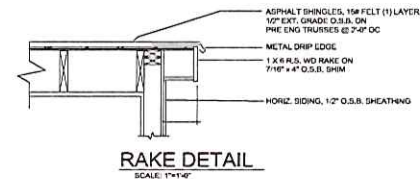
BRACING DETAILS
COMPLY WITH R602.1
BRACING TO ADHERE TO MRC 2015, 106.1.3, 602.10



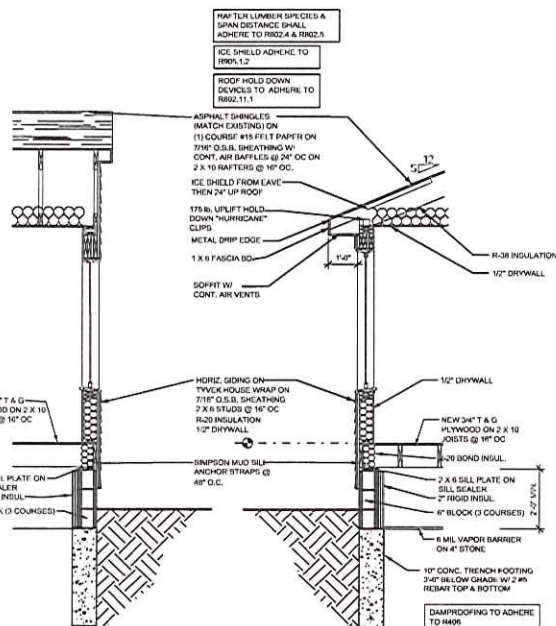
FLASHING DETAIL
R703.4 Requires that flashing be installed in single-fashion in such a manner as to prevent entry of water into the wall cavity or penetration of water to the building structural framing components.



TYP. SHEAR TRANSFER DETAIL

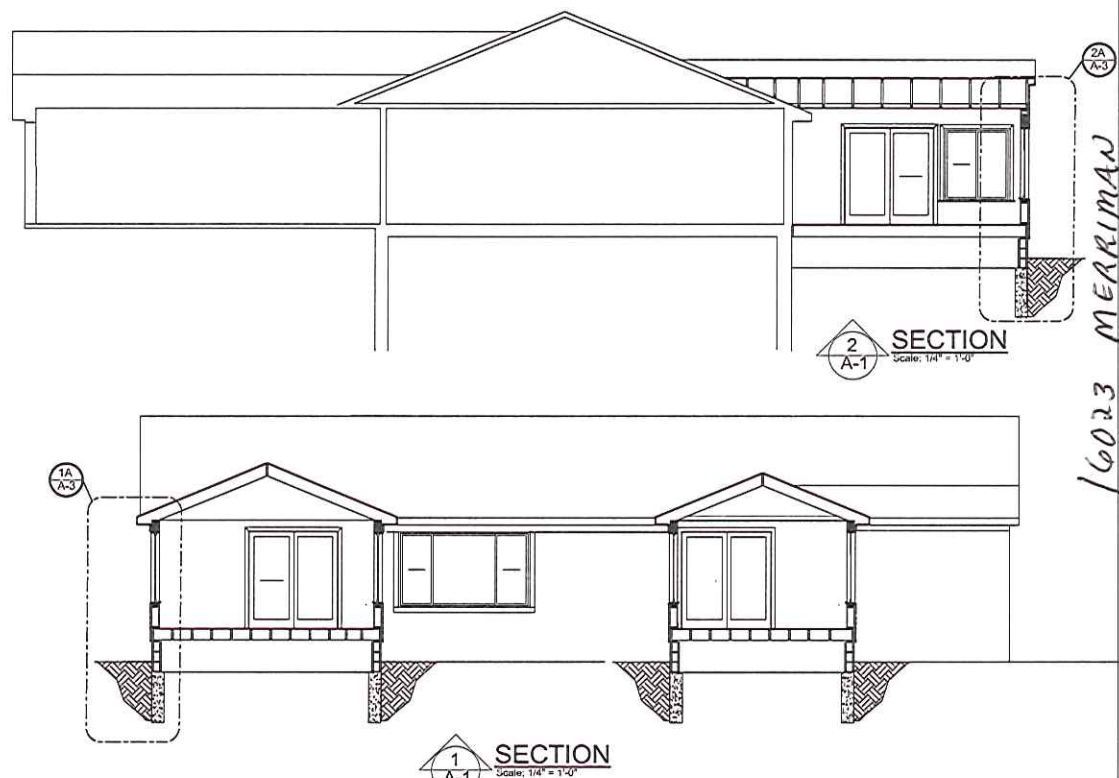


RAKE DETAIL
SCALE: 1/4\"/>



SECTION 2A-A-3
Scale: 1/4\"/>

SECTION 1-A-3
Scale: 1/4\"/>



SECTION 1-A-3
Scale: 1/4\"/>

Image/Sketch for Parcel: 060 01 0603 002

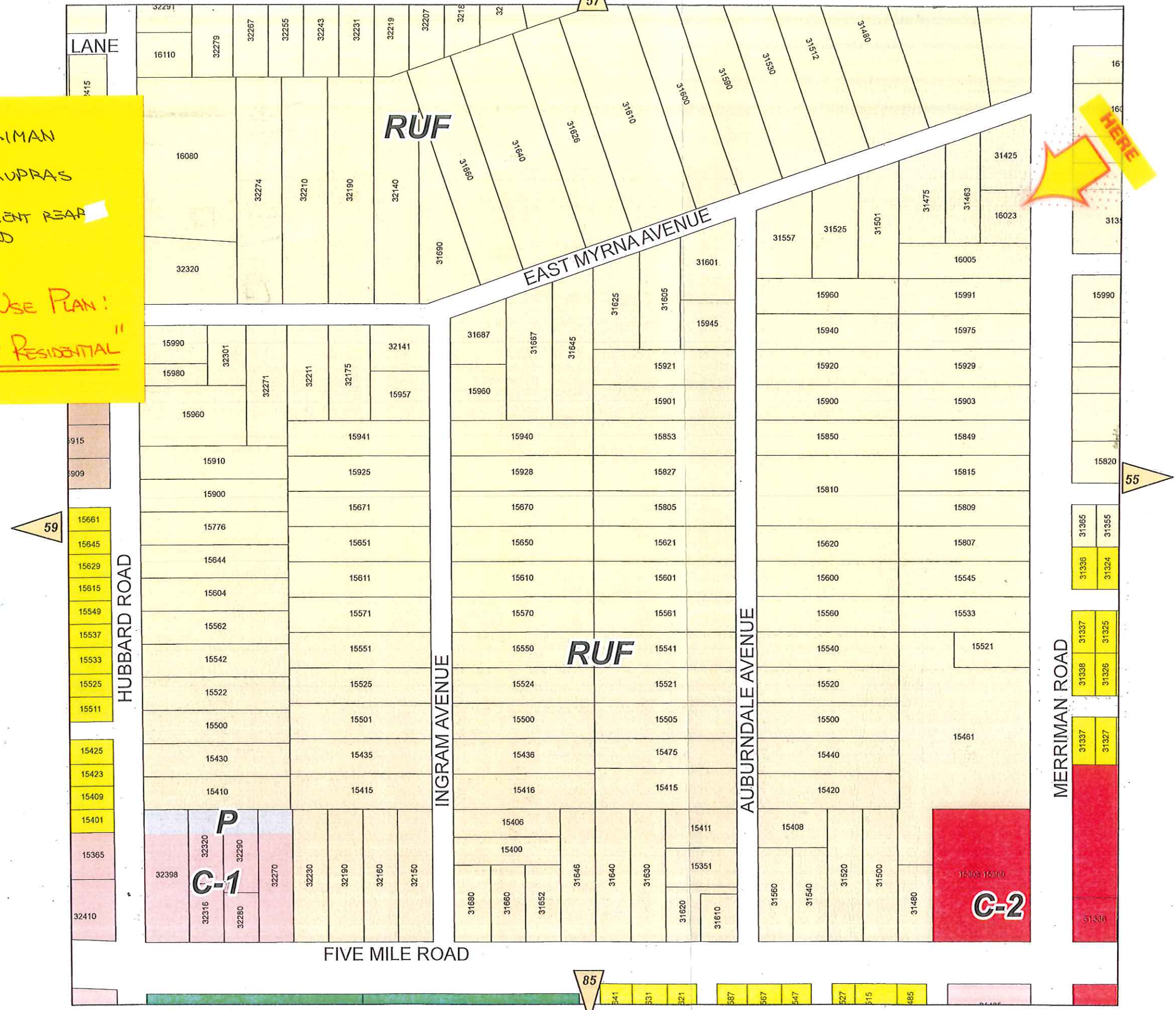
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STEPHEN RAY, 31041 SIX MILE REF: ACCESSORY BUILDING AREA AND AMOUNT
LOW DENSITY RESIDENTIAL

16023 MERRIMAN
RES: PHIL KUPRAS
APPEAL: DEFICIENT REAR
YARD

FUTURE LAND USE PLAN:
"LOW DENSITY RESIDENTIAL"



ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

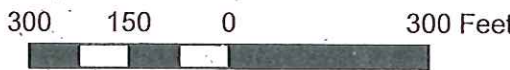
S.E. 1/4 Section 15

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, Chairman
JAMES M. BARINGHAUS, Vice Chairman
TIMOTHY J. KLISZ, Secretary
CHRISTOPHER N. BOLOVEN
TAMARA OLIVERIO
MARTHA PTASHNIK
MICHAEL A. TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

COUNCIL MEMBERS

JIM JOLLY, President
LAURA M. TOY, Vice President
SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON MCCULLOUGH
KATHLEEN E. MCINTYRE
SCOTT MORGAN

PUBLIC NOTICE SEPTEMBER 22, 2023

APPEAL CASE NO. 2023-09-24, 37437 Lancaster St.: an appeal was made to the Zoning Board of Appeals by Souad Massoud, seeking to erect an accessory building within the side yard, also the corner side yard setback, which is not allowed. The slab and rat wall have been placed without permits. Accessory building must be located in the rear yard, not in the side yard or within the corner side street setback

This Low-Density Residential property is located on the south side of Lancaster (37437), between Newburgh Rd and Richfield St, Lot. No. 072-01-0001-000 (N-2, Neighborhood District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09 (1), D (Minimum Setbacks).

Corner Side Yard Setback:

Required: 25 feet
Proposed: 3 feet
Deficient: 22 feet

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the Auditorium on the first floor of City Hall on Tuesday, October 10, 2023, at 7:00 p.m., at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2023-09-244
Meeting Date: October 10, 2023

[illegible]

Signature: _____

Address:

2023-09-24



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant SAME AS OWNER Address 734-776-6660
 Owner SOUAD MASSOUD Address 37437 LANCASTER, LIVONIA, MI 48154
 Lessee — Address —
 Location SOUTH Side of 37437 LANCASTER Street
 Between NEWBURGH And RICHFIELD
 Lot No./Parcel No. 072-D1-0001-000 Subdivision NEWBURGH HEIGHTS
 Zoning District N2 Map No. SE18 Lot Size — Alley —
 Present Use RESIDENTIAL Proposed Use SAME
 Present Building Size N/A Proposed Building Size 8' x 12'
 Present Height of Building N/A Proposed Height ONE STORY
 Allowable Lot Coverage — Proposed Lot Coverage —

Proposal SEEKING TO ERECT AN ACCESSORY BUILDING WITHIN THE SIDE YARD, ALSO THE CORNER SIDE YARD SET BACK, WHICH IS NOT ALLOWED. THE SLAB AND RAILWAY HAVE BEEN PLACED WITHOUT PERMITS. ACCESSORY BUILDINGS MUST BE LOCATED IN THE REAR YARD, NOT IN THE SIDE YARD OR WITHIN THE CORNER SIDE STREET SET BACK. CORNER SIDE YARD SET BACK REQUIRED: 25 FEET; PROPOSED: 3 FEET; DEFICIENT: 22 FEET.

Reason for Rejection ZONING ORDINANCE, SECTION 7.09(1)D
 Deficient Side Yard 22 FEET Deficient Front Yard — Deficient Rear Yard —
 Deficient Lot Area — Deficient Lot Area per Room — Encroachment —
 Excessive Lot Coverage — Excessive Height — Increasing No. Units —
 Use Prohibited — Deficient Parking Spaces — Increasing Area and Bulk —

Remarks —

Plans and Application examined by Rx Date SEPTEMBER 13, 2023

ZONING EXAMINER

APPLICATION FOR VARIANCE

SQUAD MASSOUD 37437 Lancaster Street, Livonia, MI 48154 (734) 776-6660
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 37437 Lancaster Street, Livonia, MI 48154

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? None

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

Please see attached

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

X 3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
This is the only area in my back yard that water does not gather. It is away from any other neighboring property. Anytime it rains, water accumulates in the other areas. There are sheds in the City close to the front fences

X 4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
When it rains water accumulates in all the other sides of my backyard.
I have photographs showing that.

X 5. Explain why you think this variance would be fair to the neighbors and others who might be affected.
The proposed location sets the shed away from any other neighboring residential property.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process:
No, I have never thought this variance would be required.

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
I checked with the City before deciding on the location of the shed. An employee of the City told me that he believes I can place the shed at the requested location.

RECEIVED

SEP 13 2023

Inspection Department
City of Livonia

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: _____

No. This is a residential Property. _____

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? _____

Not reasonable demand _____

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. Note that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: _____

Please print name of property owner: SOUAD MASSOUD

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 12th day of September, 2023.

Chanel Zaitouna
(Notary Public, Wayne County, Michigan)
My Commission expires 09.29.2024

Chanel Zaitouna, Notary Public
State of Michigan, County of Macomb
My Commission Expires 9/29/2024
Acting in the County of Oakland

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the order, decision) of the Department of Inspection, dated 9/13/23, which reads as follows:

ZONING ORDINANCE, SECTION 7.09 (1) D

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

(Supervisor)

Application for permit filed

Yes (REJECTED)

Violation Issued

Yes (CORRECTION)

01022210 FEB 23 2001

GOLDEN TITLE

Liber-33270 Page-480
201083195 2/23/2001
Ferrard J. Youngblood, Wayne Co. Register of Deeds

**WARRANTY DEED
STATUTORY FORM**

GTI File #: 95478

KNOW ALL MEN BY THESE PRESENTS: That GEORGE ZAHKA *A SINGLE MAN.*

Residing at 37437 LANCASTER, LIVONIA, MICHIGAN

Convey(s) and Warrant(s) to SOUAD MASSOUD

whose Street Number and Postoffice address is 37437 LANCASTER, LIVONIA, MICHIGAN
the following described premises situated in the City of Livonia
County of Wayne and State of Michigan, to-wit:

Lot 1, NEWBURGH HEIGHTS SUBDIVISION, as recorded in Liber 86, Page 64 of Plats,
Wayne County Records.

37437 Lancaster
Sidwell No. 46-072-01-0001-000

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the
full consideration of TWO HUNDRED SEVENTY THOUSAND & NO/100 DOLLARS
subject to Building and use restrictions and easements of record, if any.

Dated this 1st day of December, 2000

Signed, Sealed and Delivered in Presence of:

Joe Baran
JOE BARAN
B. D. DEFRANK
B. D. DEFRANK

Signed and Sealed:

George Zahka
GEORGE ZAHKA

STATE OF MICHIGAN }
COUNTY OF *Wayne* } SS.

On this 1st day of December
GEORGE ZAHKA *A SINGLE MAN*

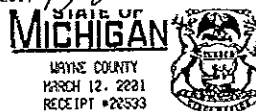
A.D. 2000 before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged that
executed the same as his free act and deed, and represented that he is 78 years of age or older.

JOSEPH E. BARAN
Notary Public, Wayne County, MI
My Commission Expires: August 6, 2001

Notary Public,
County, Michigan

This Notary Public Seal is valid for five years or less
on the property and the taxes are paid for FIVE YEARS
paid by date of this instrument EXCEPT 4000 NOT EXEMPTED
No. 7226 *Remitting* Date 1-13-01
WAYNE COUNTY TREASURER *Clark Evans*



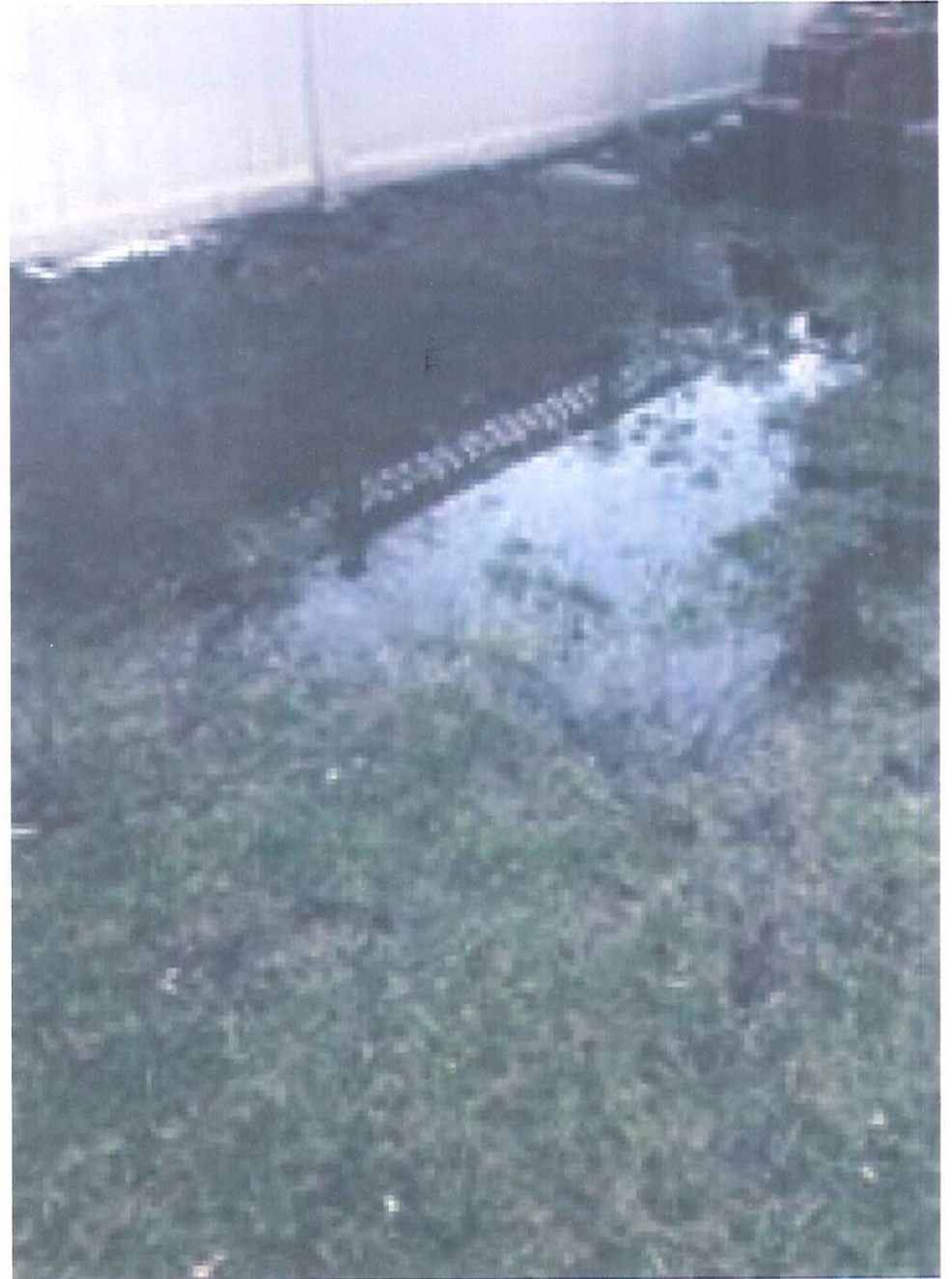
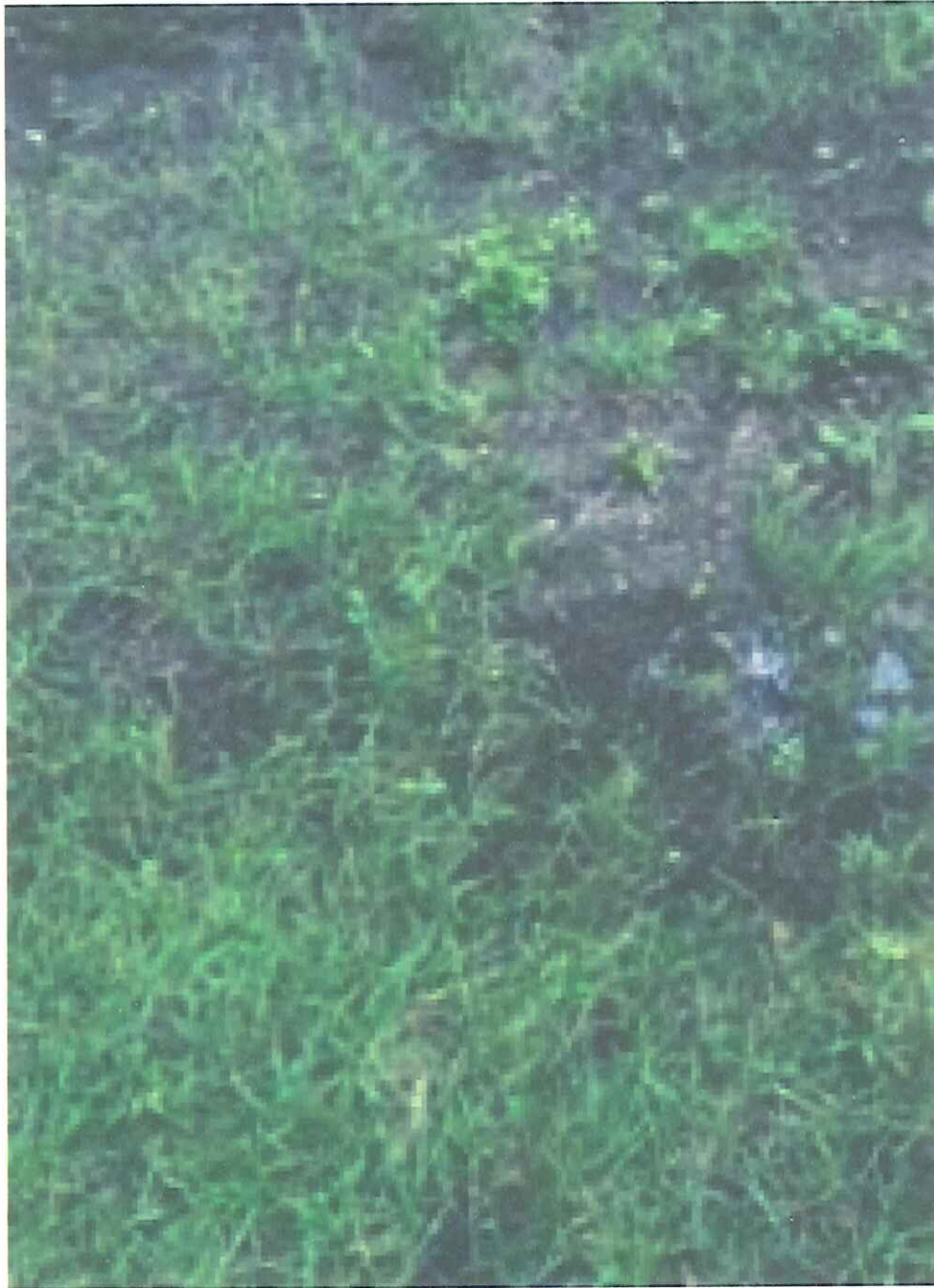
REAL ESTATE
TRANSFER TAX
\$ 287.88-00
\$ 2325.00-ST
STRIP #122285583

Prepared by: *George Zahka* Rec. 1314
37437 Lancaster Rev. 292.00
Livonia, MI, 48154 State *2322.00*
RWD 94R1PQS DEED # *2322.00*

WITNESSES

DEED # 4.00

37437 LANCASTER



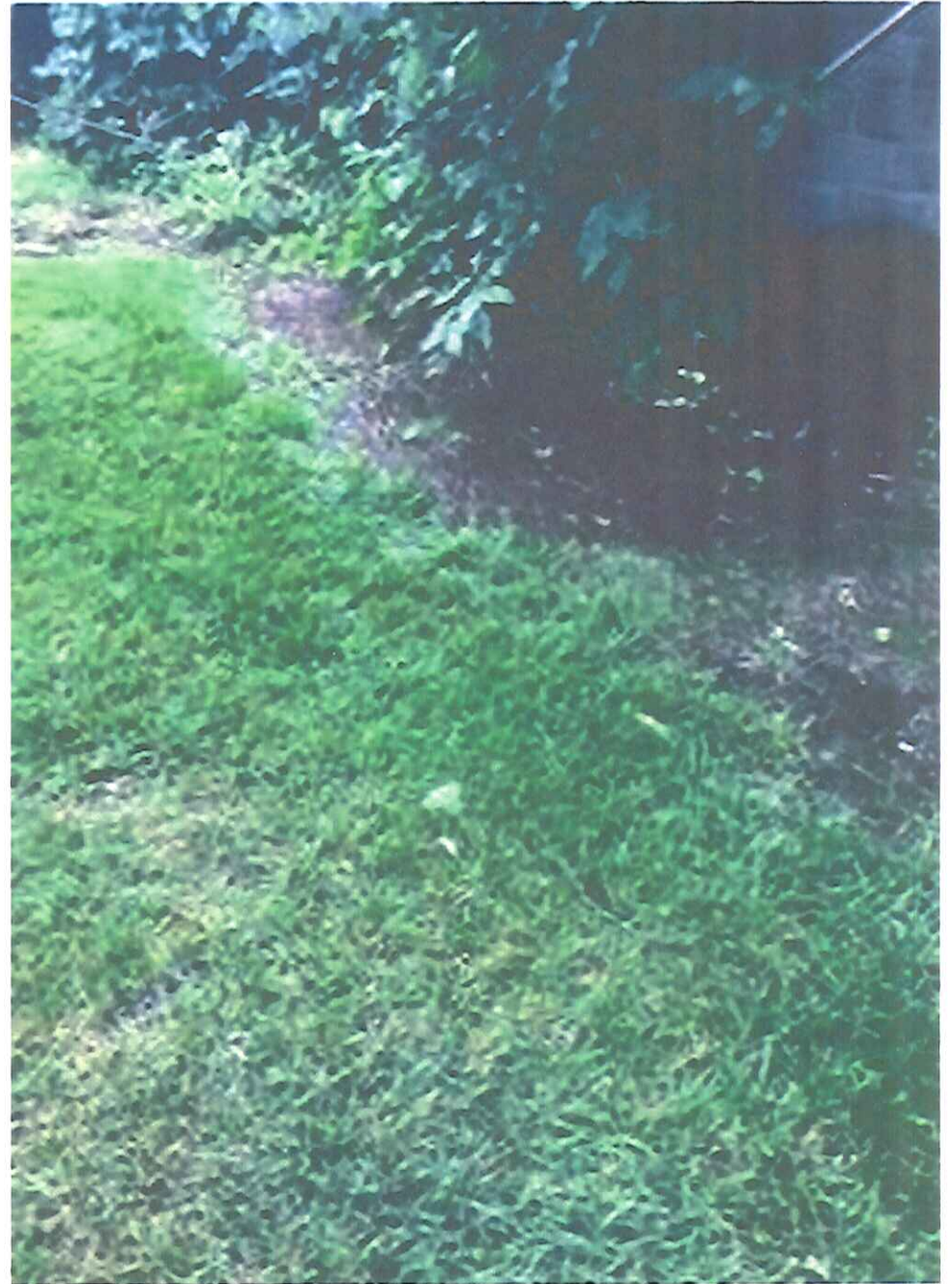
37437 LANCASTER



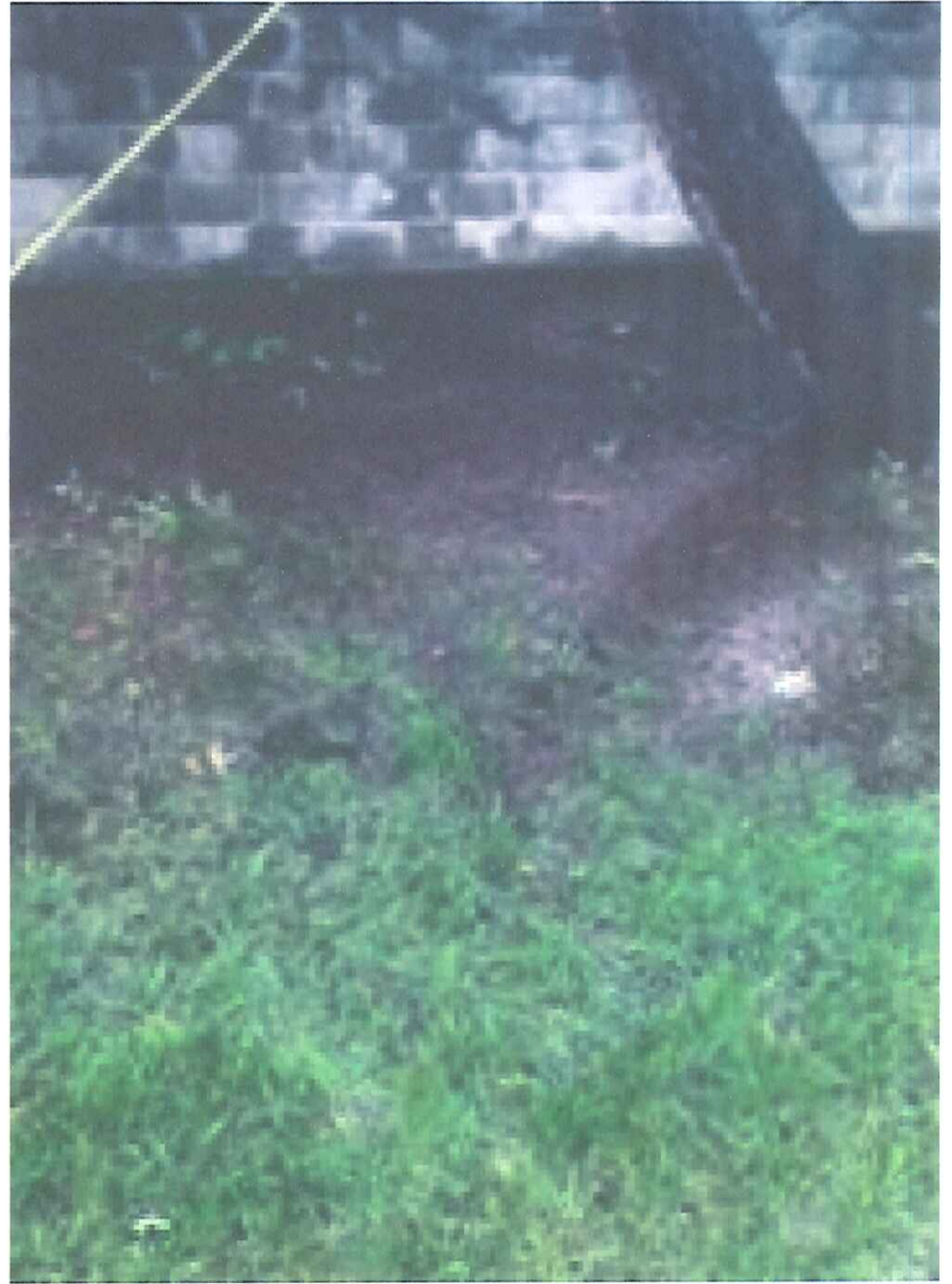
37437 LANCASTER



37437 LANCASTER



37437 LANCASTER



37437
LANCASTER



INSPECTION DEPARTMENT
ORDINANCE ENFORCEMENT
CITY OF LIVONIA
33000 CIVIC CENTER DR.
LIVONIA, MI 48154

TUFF SHED INC
34425 SCHOOLCRAFT
LIVONIA, MI 48150

08/11/2023

RE: 37437 LANCASTER

PLAN REVIEW CORRECTION SHEET

Your application for a permit was reviewed for the above location. It has been rejected for the following reasons:

1. SETBACK - Deficient corner lot side yard set back.

REVIEWER COMMENT: ACCESSORY STRUCTURES ON A CORNER LOT MAY NOT BE ANY CLOSER TO THE SIDE STREET THAT THE PRIMARY DWELLING.
Livonia Zoning Ordinance, section 7.23 (1) D

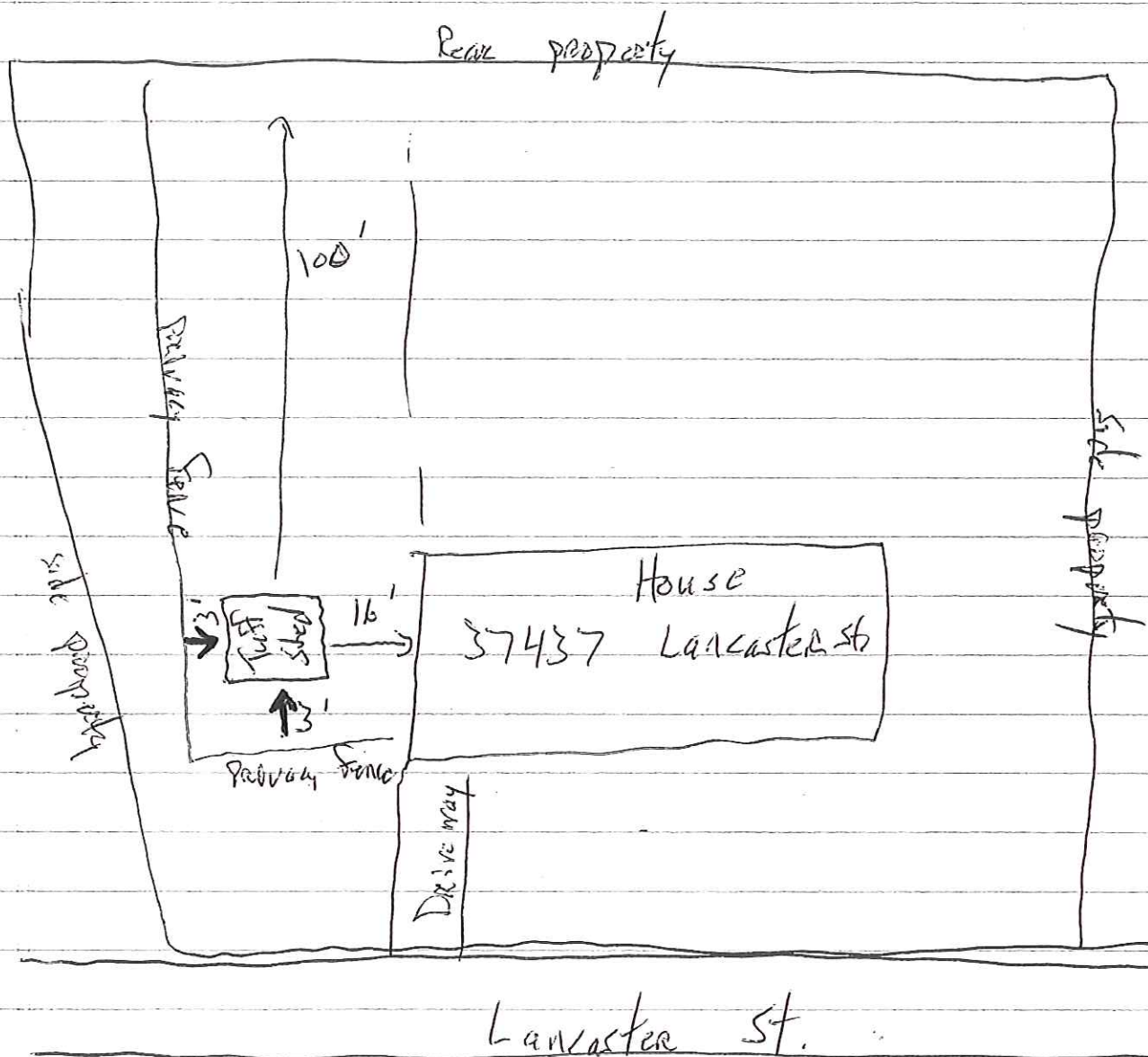
For Information
(8:30 - 9:30 AM) (4:00 - 5:00 PM)

File: PZ23-0287

Reviewer: Matt Stierna
Telephone (734) 466-2593

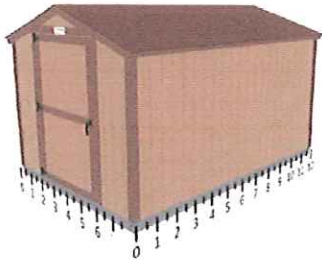
WARNING: Damage or injury resulting from delay or failure to comply with this notice will be attributed to negligence on the part of the responsible party or parties.

8/11 - T/T Jamie @ Tuff Shed. will confer w/client. 

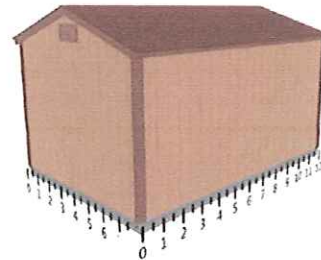




Souad Massoud
37437 Lancaster ST
Livonia MI 48154
Q7535528-7519886

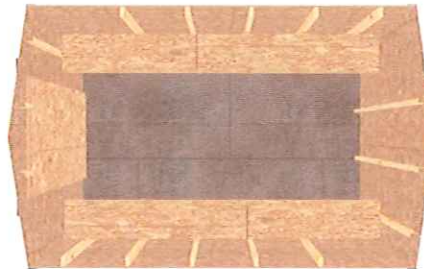


Wall D



Wall C

Wall A



Wall B

Base Details/Permit Details

Building Size & Style

SR-600 - 8' wide by 12' long

Door

4' x 6'2" Single Shed Door, Left Hinge
Placement, Decorative Door Hardware

Paint Selection

Base: Hat Box Brown, Trim: Ground
Coffee

Roof Selection

Autumn Brown 3 Tab

Drip Edge

Brown

Is a permit required for this job?

Yes

Who is pulling the permit?

Tuff Shed

Optional Details

Special Instructions

16" deep shelf on C wall per Derek

Roof

110 Sq Ft Radiant Barrier Roof Decking

Floor and Foundation

96 Sq Ft 3/4" Treated Floor Decking

Upgrade

4 Ea Shed Anchor to Concrete - A24 &

Wedge Anchor

Interior

24 Lin Ft Shelving - 16" deep

Vents

16"x8" Wall Vent - Brown

Shelving Locations

Shelving on B at 39".

Shelving Locations

Shelving on D at 39".

Jobsite/Installer Details

**Do you plan to insulate this building after
Tuff Shed installs it?**

No

**Is there a power outlet within 100 feet of
installation location?**

Yes

**The building location must be level to
properly install the building. How level
is the install location?**

Within 4" of level

**Will there be 18" of unobstructed
workspace around the perimeter of all
four walls?**

Yes

**Can the installers park their pickup truck &
trailer within approximately 200' of
your installation site?**

Yes

Substrate Shed will be installed on?

Anchored to Concrete with Shed Floor

Customer Signature: _____ Date: 7/22/2023

DocuSigned by:

F6E42D1E39334DC...

SOUAD MASSOUD, 37437 LANCASTER REF: ACCESSORY BUILDING IN CORNER SIDE YARD

LOW DENSITY RESIDENTIAL

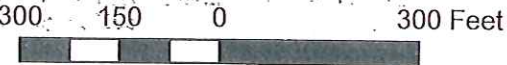
ZONING MAP

LEGEND

Zoning Districts

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- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
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- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

S.E. 1/4 Section 18
City of Livonia
T. 1 south, R. 9 east
Wayne County, Michigan
Copyright 2001, City of Livonia



37437 LANCASTER
OWNER: SOUAD MASSOUD
APPEAL: ACCESSORY BLDG
IN THE CORNER
SIDE YARD
FUTURE LAND USE PLAN:
"LOW DENSITY RESIDENTIAL"

APPLICATION FOR VARIANCE

SQUAD MASSOUD 37437 Lancaster Street, Livonia, MI 48154 (734) 776-6660
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

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X 3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
This is the only area in my back yard that water does not gather. It is away from any other neighboring property. Anytime it rains, water accumulates in the other areas. There are sheds in the City close to the front fences

X 4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
When it rains water accumulates in all the other sides of my backyard.
I have photographs showing that.

X 5. Explain why you think this variance would be fair to the neighbors and others who might be affected.
The proposed location sets the shed away from any other neighboring residential property.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process:
No, I have never thought this variance would be required.

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
I checked with the City before deciding on the location of the shed. An employee of the City told me that he believes I can place the shed at the requested location.

RECEIVED

SEP 13 2023

Inspection Department
City of Livonia

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: _____

No. This is a residential Property. _____

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? _____

Not reasonable demand _____

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. Note that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: _____

Please print name of property owner: SOUAD MASSOUD

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 12th day of September, 2023.

Chanel Zaitouna
(Notary Public, Wayne County, Michigan)
My Commission expires 09.29.2024

Chanel Zaitouna, Notary Public
State of Michigan, County of Macomb
My Commission Expires 9/29/2024
Acting in the County of Oakland

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the order, decision) of the Department of Inspection, dated 9/13/23, which reads as follows:

ZONING ORDINANCE, SECTION 7.09 (1) D

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

(Supervisor)

Application for permit filed Yes (REJECTED) Violation Issued Yes (CORRECTION)

01022210 FEB 23 2001

GOLDEN TITLE

Liber-33270 Page-480
201083195 2/23/2001
Ferrard J. Youngblood, Wayne Co. Register of Deeds

**WARRANTY DEED
STATUTORY FORM**

GTI File #: 95478

KNOW ALL MEN BY THESE PRESENTS: That GEORGE ZAHKA *A SINGLE MAN.*

Residing at 37437 LANCASTER, LIVONIA, MICHIGAN

Convey(s) and Warrant(s) to SOUAD MASSOUD

whose Street Number and Postoffice address is 37437 LANCASTER, LIVONIA, MICHIGAN
the following described premises situated in the City of Livonia
County of Wayne and State of Michigan, to-wit:

Lot 1, NEWBURGH HEIGHTS SUBDIVISION, as recorded in Liber 86, Page 64 of Plats,
Wayne County Records.

37437 Lancaster
Sidwell No. 46-072-01-0001-000

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the
full consideration of TWO HUNDRED SEVENTY THOUSAND & NO/100 DOLLARS
subject to Building and use restrictions and easements of record, if any.

Dated this 1st day of December, 2000

Signed, Sealed and Delivered in Presence of:

Signed and Sealed:

Joe Baran
JOE BARAN
B. D. DEFRANK
B. D. DEFRANK

George Zahka
GEORGE ZAHKA

STATE OF MICHIGAN }
COUNTY OF *Wayne* } SS.

On this 1st day of December
GEORGE ZAHKA *A SINGLE MAN*

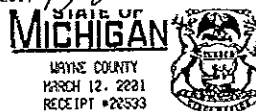
A.D. 2000 before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged that
executed the same as his free act and deed, and represented that he is 78 years of age or older.

JOSEPH F. BARAN
Notary Public, Wayne County, MI
My Commission Expires: August 6, 2001

Notary Public,
County, Michigan

This Notary Public Seal is valid for five years
on the property and the taxes are paid for FIVE YEARS
paid by date of this instrument EXCEPT 4000 NOT EXEMPTED
No. 7226 *Remitting* Date 1-13-01
WAYNE COUNTY TREASURER *Clark Evans*



REAL ESTATE
TRANSFER TAX
\$ 287.88-00
\$ 2025.00-ST
STRIP #122285583

Prepared by: *George Zahka* Rec. 1314
37437 Lancaster Rev. 292.00
Livonia, MI, 48154 State *2000-2001*
RWD 94R1PQS DEED # *2322.00*

WITNESSES

DEED # 4.00

2023-09-24



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant SAME AS OWNER Address 734-776-6660
 Owner SOUAD MASSOUD Address 37437 LANCASTER, LIVONIA, MI 48154
 Lessee — Address —
 Location SOUTH Side of 37437 LANCASTER Street
 Between NEWBURGH And RICHFIELD
 Lot No./Parcel No. 072-D1-0001-000 Subdivision NEWBURGH HEIGHTS
 Zoning District N2 Map No. SE18 Lot Size — Alley —
 Present Use RESIDENTIAL Proposed Use SAME
 Present Building Size N/A Proposed Building Size 8' x 12'
 Present Height of Building N/A Proposed Height ONE STORY
 Allowable Lot Coverage — Proposed Lot Coverage —

Proposal SEEKING TO ERECT AN ACCESSORY BUILDING WITHIN THE SIDE YARD, ALSO THE CORNER SIDE YARD SET BACK, WHICH IS NOT ALLOWED. THE SLAB AND RAILWAY HAVE BEEN PLACED WITHOUT PERMITS. ACCESSORY BUILDINGS MUST BE LOCATED IN THE REAR YARD, NOT IN THE SIDE YARD OR WITHIN THE CORNER SIDE STREET SET BACK. CORNER SIDE YARD SET BACK REQUIRED: 25 FEET; PROPOSED: 3 FEET; DEFICIENT: 22 FEET.

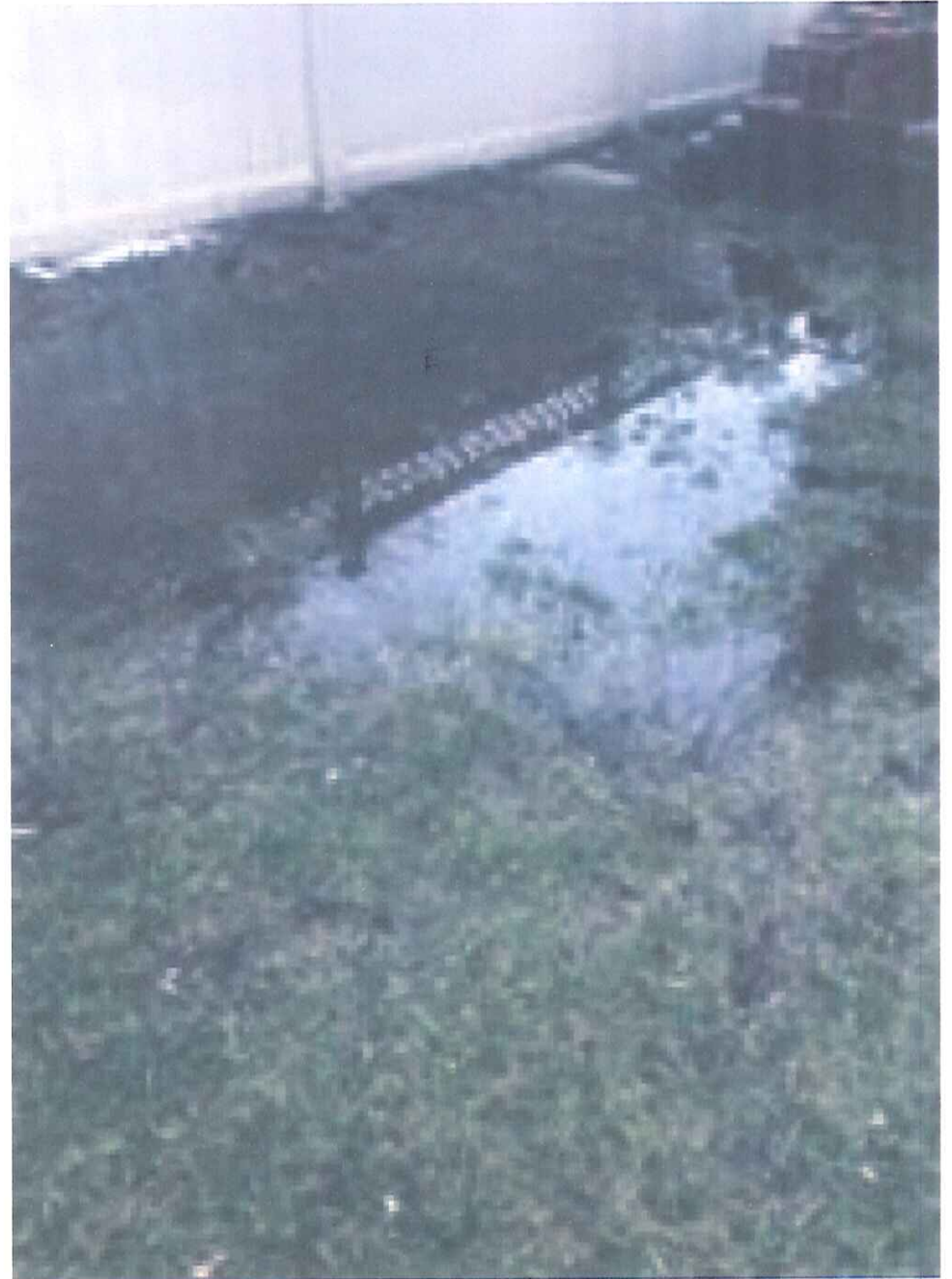
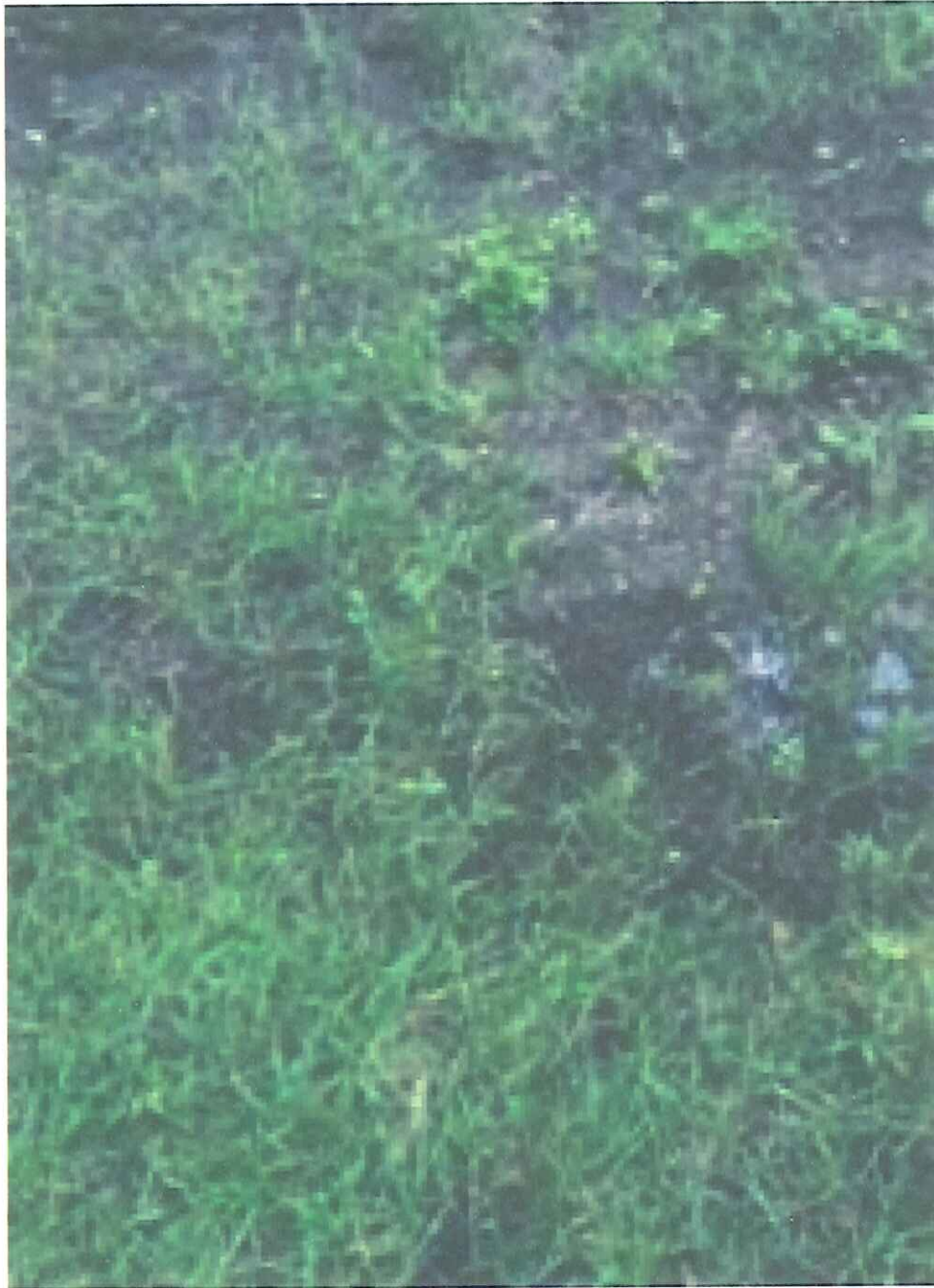
Reason for Rejection ZONING ORDINANCE, SECTION 7.09(1)D
 Deficient Side Yard 22 FEET Deficient Front Yard — Deficient Rear Yard —
 Deficient Lot Area — Deficient Lot Area per Room — Encroachment —
 Excessive Lot Coverage — Excessive Height — Increasing No. Units —
 Use Prohibited — Deficient Parking Spaces — Increasing Area and Bulk —

Remarks —

Plans and Application examined by Rx Date SEPTEMBER 13, 2023

ZONING EXAMINER

37437 LANCASTER



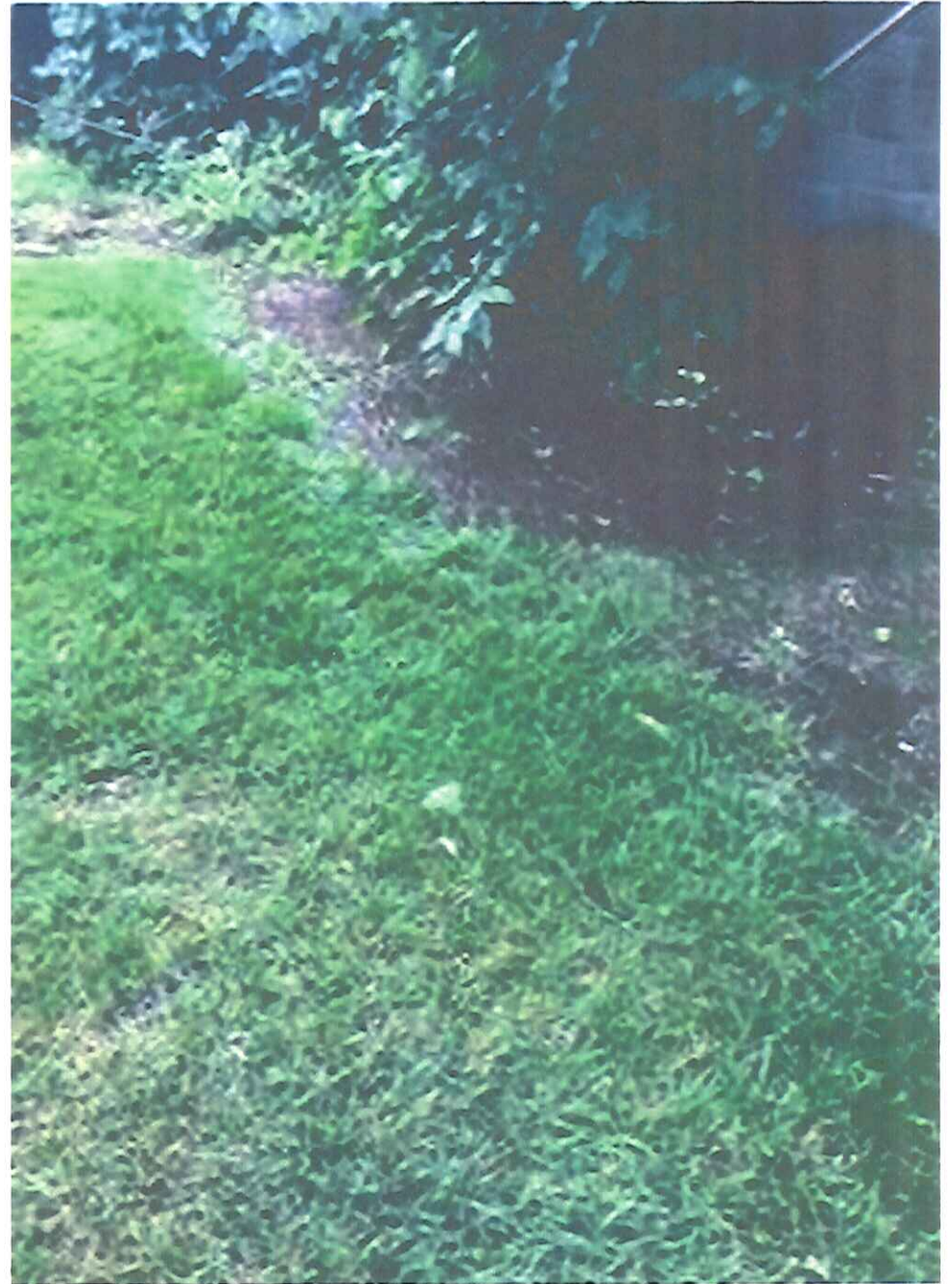
37437 LANCASTER



37437 LANCASTER



37437 LANCASTER



37437 LANCASTER



37437
LANCASTER



INSPECTION DEPARTMENT
ORDINANCE ENFORCEMENT
CITY OF LIVONIA
33000 CIVIC CENTER DR.
LIVONIA, MI 48154

TUFF SHED INC
34425 SCHOOLCRAFT
LIVONIA, MI 48150

08/11/2023

RE: 37437 LANCASTER

PLAN REVIEW CORRECTION SHEET

Your application for a permit was reviewed for the above location. It has been rejected for the following reasons:

1. SETBACK - Deficient corner lot side yard set back.

REVIEWER COMMENT: ACCESSORY STRUCTURES ON A CORNER LOT MAY NOT BE ANY CLOSER TO THE SIDE STREET THAT THE PRIMARY DWELLING.
Livonia Zoning Ordinance, section 7.23 (1) D

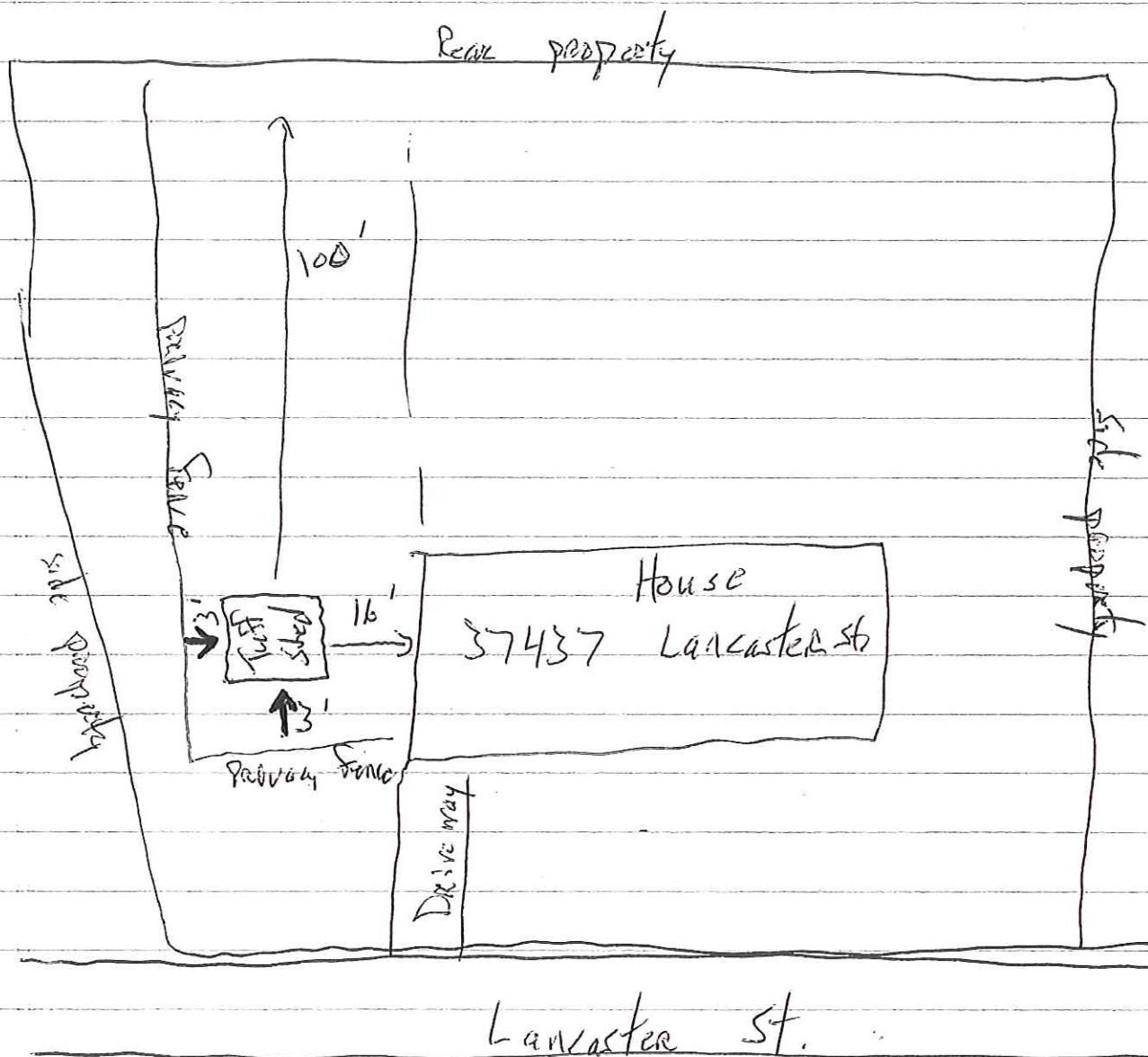
For Information
(8:30 - 9:30 AM) (4:00 - 5:00 PM)

File: PZ23-0287

Reviewer: Matt Stierna
Telephone (734) 466-2593

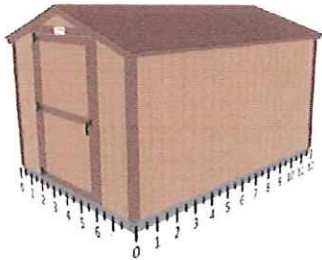
WARNING: Damage or injury resulting from delay or failure to comply with this notice will be attributed to negligence on the part of the responsible party or parties.

8/11 - T/T Jamie @ Tuff Shed. will confer w/client. 

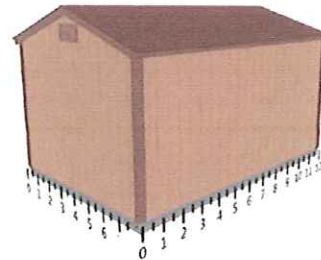




Souad Massoud
37437 Lancaster ST
Livonia MI 48154
Q7535528-7519886

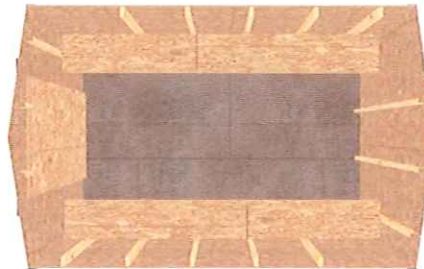


Wall D



Wall C

Wall A



Wall B

Base Details/Permit Details

Building Size & Style

SR-600 - 8' wide by 12' long

Door

4' x 6'2" Single Shed Door, Left Hinge
Placement, Decorative Door Hardware

Paint Selection

Base: Hat Box Brown, Trim: Ground
Coffee

Roof Selection

Autumn Brown 3 Tab

Drip Edge

Brown

Is a permit required for this job?

Yes

Who is pulling the permit?

Tuff Shed

Optional Details

Special Instructions

16" deep shelf on C wall per Derek

Roof

110 Sq Ft Radiant Barrier Roof Decking

Floor and Foundation

96 Sq Ft 3/4" Treated Floor Decking

Upgrade

4 Ea Shed Anchor to Concrete - A24 &

Wedge Anchor

Interior

24 Lin Ft Shelving - 16" deep

Vents

16"x8" Wall Vent - Brown

Shelving Locations

Shelving on B at 39".

Shelving Locations

Shelving on D at 39".

Jobsite/Installer Details

**Do you plan to insulate this building after
Tuff Shed installs it?**

No

**Is there a power outlet within 100 feet of
installation location?**

Yes

**The building location must be level to
properly install the building. How level
is the install location?**

Within 4" of level

**Will there be 18" of unobstructed
workspace around the perimeter of all
four walls?**

Yes

**Can the installers park their pickup truck &
trailer within approximately 200' of
your installation site?**

Yes

Substrate Shed will be installed on?

Anchored to Concrete with Shed Floor

Customer Signature: _____ Date: 7/22/2023

DocuSigned by:

F6E42D1E39334DC...

LOW DENSITY RESIDENTIAL



ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

S.E. 1/4 Section 18

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, Chairman
JAMES M. BARINGHAUS, Vice Chairman
TIMOTHY J. KLISZ, Secretary
CHRISTOPHER N. BOLOVEN
TAMARA OLIVERIO
MARTHA PTASHNIK
MICHAEL A. TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

COUNCIL MEMBERS

JIM JOLLY, President
LAURA M. TOY, Vice President
SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON MCCULLOUGH
KATHLEEN E. MCINTYRE
SCOTT MORGAN

PUBLIC NOTICE **SEPTEMBER 22, 2023**

Appeal Case No 2023-09-25, 34430, 34434 and 34437 Rosati: an appeal was made to the Zoning Board of Appeals by Dover Development on behalf of Ron Emling, seeking to erect an industrial building on industrial properties resulting in deficient front yard setback, deficient landscaping for parking areas over 40 spaces. Also, the truck loading/unloading docs are located in the front yard setback, which is not allowed. Lots 8, 9 and 10 need to be combined into one parcel. A cross parking/access agreement is required between lot 7 and lots 8-10.

These Tech and Manufacturing properties are located on the north side of Rosati (34430, 34434 and 34437), between Stark Rd and West End, Lot. Nos. 111-03-0010-000, 111-03-0009-000 and 111-03-0008-000, M-1, Manufacturing District, rejected by the Inspection Department under Livonia Zoning Ordinance, Sections 4.03 (n) ii, Schedule of Regulations, 7.08, Lot Limitation, 9.08 (4), Off-Street Loading Space, 10.03 (2) B (i-vii) and 10.03 (3) and Landscaping Design Requirements.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the first floor of City Hall on Tuesday, October 10, 2023, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2023-09-25
Meeting Date: October 10, 2023

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:

APPLICATION FOR VARIANCE



Ron Emling	24800 Five Mile Road	Redford	48239		
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
True World Foods	11876 Belden Ct	Livonia	48150		
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
Dover Development	32400 Telegraph Rd STE 205	Bingham Farms	48025	(248) 408-0955	
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 34434-34430 Rosati Avenue

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

- Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? Rosati Building and Use Restrictions, attached, along with developer consents.

- Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

111-03-0009-000 ; LOT 9 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 TIS R9E LIBER 22 P63-66WCR

111-03-0010-000 ; LOT 10 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 TIS R9E LIBER 22 P63-66WCR

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

- Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

The geometry of the lots and the large radius of the cul-de-sac creates an issue specific to these lots. The setback as measured

from the center of the road if applied here would allow for a much smaller front yard.

- Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

Both solutions of adjusting the entire building line or jogging the walls to fit this one condition would be burdensome to the property.

Further, our tenant, True World Foods, needs to relocate, cannot find another location within the City, and has indicated that they cannot use the facility without this consideration due to the inefficiencies created by the jogged front corners.

- Explain why you think this variance would be fair to the neighbors and others who might be affected. This would not be unfair to neighbors as it affects the lots on the cul-de-sac which we own,

and it is set back further from the centerline than other lots on the street.

- Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No.

- If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

We have not sought amendment, because it is 800 square feet and presents a unique circumstance.

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: No.

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? We do not need a rezoning as this would not solve the difficulty.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: Richard Blumenstein

Please print name of property owner: Richard Blumenstein

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 14 day of August, 2023.

Jill Irene Morissette
(Notary Public, Wayne County, Michigan)

My Commission expires December 9, 2027

JILL IRENE MORISETTE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires December 9, 2027

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated August 14, 2023, which reads as follows:

ZONING ORDINANCE, SECTION 4.03(m)ii, 7.08, 9.08(4), 10.03(2)B(i-vii)

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

Ry

(Supervisor)

Application for permit filed NO

Violation Issued NO

Ron Emling
24800 Five Mile Road
Redford, MI 48239
August 11, 2023

To Whom It May Concern:

I, the undersigned, hereby authorize Richard Blumenstein and Benjamin Blumenstein to act on my behalf as it pertains to submittals to the City of Livonia Zoning Board of Appeals for the following properties for which I am established as owner:

111-03-0009-000 (LOT 9 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 TIS R9E LIBER 22 P63-66WCR),
known as 34434 Rosati Avenue.

111-03-0010-000 (LOT 10 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 TIS R9E LIBER 22 P63-66WCR),
known as 34430 Rosati Avenue.

Sincerely,

Ron Emling
Owner



Teresa Garcia 8/11/2023

TERESA GARCIA
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 2, 2028
ACTING IN COUNTY OF Wayne



Mailed PTA
Fine
6/7/2021

302 - Vacant Land

2021178694 L: 56618 P: 444 WD
04/07/2021 03:00:40 PM Total Pages: 2
Bernard J. Youngblood, Register of Deeds - Wayne County, MI
ELECTRONICALLY RECORDED

MICHIGAN REAL ESTATE TRANSFER TAX
Wayne County County Tax Stamp #585554
04/07/2021
Receipt# 21-162313 L: 56618 P: 444
State Tax: \$412.50 County Tax: \$60.50



WARRANTY DEED

File No. cen136122-STG

The Grantor(s) Rosati Land Development, LLC, a Michigan limited liability company, by its member Enrico Rosati whose address is 18845 Gary Ln., Livonia, MI 48152

convey(s) and warrant(s) to Sahar Jarjosa
whose address is 15338 Leona, Redford, MI 48239

the following described premises situated in the City of Livonia, County of Wayne and State of Michigan:

Lot 9, ROSATI INDUSTRIAL PARK SUBDIVISION, according to the Plat thereof as recorded in Liber 122 of Plats, Page(s) 63, Wayne County Records.

Commonly Known As: 34434 Rosati Dr., Livonia MI 48150
Sidwell No. 46-111-03-0009-000

For the sum of Fifty Five Thousand and 00/100 Dollars (\$55,000.00)

Subject to easements and building and use restriction of record, if any.

This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of this instrument. No representation is made as to the status of any tax liens or titles owed to any other entities.

Receipt: 176077671 Date: 4/7/2021 By: AAH (1)
Eric R. Sabree, Wayne County Treasurer, Detroit, Michigan

2020 NOT EXAMINED

Receipt: n/a 176077671 Date: 4/7/2021 By:
Eric R. Sabree, Wayne County Treasurer, Detroit, Michigan

111-03-0009-000

~~22 JUL-18 AM 8:24~~

22 JUL-18 AM 8:32

Bernard J. Youngblood
Wayne County Register of Deeds
2022239116 L: 57748 P: 1058
07/18/2022 08:36 AM QCD Total Pages: 1



QUIT CLAIM DEED

The Grantor(s) Sahar Jarjosa and Ron Emling, husband and wife

whose address is 34437 Rosali, Livonia, MI 48150

quit-claim(s) to Ron Emling

whose address is 34437 Rosali, Livonia, MI 48150

the following described premises situated in the CITY OF LIVONIA, COUNTY OF WAYNE AND STATE OF MICHIGAN:

LOT 9 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 T1S R9E LIBER 122 P63-66 WCR

Common address: 34434 Rosati, Livonia, MI 48150

Exempt pursuant to MCL 207.505(a) and MCL 207.526(a).

for the sum of one dollar

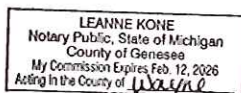
Dated this 11 day of July, 2022

Signed in presence of:

Signed by:

Sahar Jarjosa
* Sahar Jarjosa
Ron Emling
* Ron Emling

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 11 day of July 2022, Sahar Jarjosa and Ron Emling.

Leanne Kone
* Leanne Kone
Notary Public, ~~Genesee~~ County, Michigan
My commission expires: 2/12/2026

When Recorded Return To:
Eric H. Clark
27455 Five Mile
Livonia, MI 48154

Send Subsequent Tax Bills To:
Ron Emling
34437 Rosati
Livonia, MI 48150

Drafted By:
Eric H. Clark P-31126
27455 Five Mile
Livonia, MI 48154

Tax Parcel # 111-03-0009-000

Recording Fee _____

Transfer Tax _____

Vacant Land 1.43/10
This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

Property Transfer Affidavit

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 34430 ROSATI	2. County WAYNE	3. Date of Transfer (or land contract was signed) 03/26/2021
4. Location of Real Estate (Check appropriate field and enter name in the space below.) ☒ City ☐ Township ☐ Village CITY OF LIVONIA		5. Purchase Price of Real Estate \$40,000
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 111 03 0010 000		6. Seller's (Transferor) Name ROSATI LAND DEVELOPMENT LLC
		8. Buyer's (Transferee) Name and Mailing Address JARJOSA SAHAR
		9. Buyer's (Transferee) Telephone Number 248-766-478

Items 10-15 are optional. However, by completing them you may avoid further correspondence.

10. Type of transfer. Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases in a business. See page 2 list.

10. Type of transfer. Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases in a business. See page 2 list. ☐ Land Contract ☐ Lease ☒ Deed ☐ Other (specify) _____		
11. Was this property purchased from a financial institution? ☐ Yes ☐ No	12. Is the transfer between related persons? ☐ Yes ☒ No	13. Amount of Down Payment /
14. If you financed the purchase, did you pay market rate of interest? ☐ Yes ☐ No		15. Amount Financed (Borrowed) /

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from a spouse to the other spouse
- ☐ change in ownership solely to exclude or include a spouse
- ☐ transfer between certain family members *(see page 2)
- ☐ transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ transfer between certain family members of that portion of a property after their expiration or termination of a life estate or life lease retained by transferor **(see page 2)
- ☐ transfer to effect the foreclosure or forfeiture of real property
- ☐ transfer by redemption from a tax sale
- ☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ transfer resulting from a court order unless the order specifies a monetary payment
- ☐ transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- ☐ transfer to establish or release a security interest (collateral)
- ☐ transfer of real estate through normal public trading of stocks
- ☐ transfer between entities under common control or among members of an affiliated group
- ☐ transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- ☐ transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- ☐ transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- ☐ transfer of land with qualified conservation easement (land only - not improvements)
- ☐ other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name		Date 06/02/2021
Signature <i>Jarjosa Sahar</i>		E-mail Address
Name and title, if signer is other than the owner	Daytime Phone Number	

RECEIVED
CITY OF LIVONIA, MICH.
JUN 11 2021
DEPARTMENT OF ASSESSMENT

111-03-0010-000

~~22 JUL 18 AM 8:24~~

22 JUL 18 AM 8:33

Bernard J. Youngblood
Wayne County Register of Deeds
2022239114 L: 57748 P: 1056
07/18/2022 08:36 AM QCO Total Pages: 1

**QUIT CLAIM DEED**

The Grantor(s) Sahar Jarjosa and Ron Emling, husband and wife

whose address is 34437 Rosali, Livonia, MI 48150

quit-claim(s) to Ron Emling

whose address is 34437 Rosali, Livonia, MI 48150

the following described premises situated in the CITY OF LIVONIA, COUNTY OF WAYNE AND STATE OF MICHIGAN:

LOT 10 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 T1S R9E LIBER 122 P 63-66 WCR

Common address: 34430 Rosati, Livonia, MI 48150

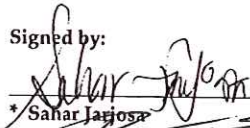
Exempt pursuant to MCL 207.505(a) and MCL 207.526(a).

for the sum of one dollar

Dated this 11 day of July, 2022

Signed in presence of:

Signed by:


 * Sahar Jarjosa


 * Ron Emling

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 11 day of July 2022, Sahar Jarjosa and Ron Emling.

LEANNE KONE
Notary Public, State of Michigan
County of Genesee
My Commission Expires Feb 12, 2026
Acting in the County of Wayne


 * Leanne Kone
 Notary Public, ~~Genesee~~ County, Michigan
 My commission expires: 2/12/2026

When Recorded Return To:

Eric H. Clark
27455 Five Mile
Livonia, MI 48154

Send Subsequent Tax Bills To:

Ron Emling
34437 Rosati
Livonia, MI 48150

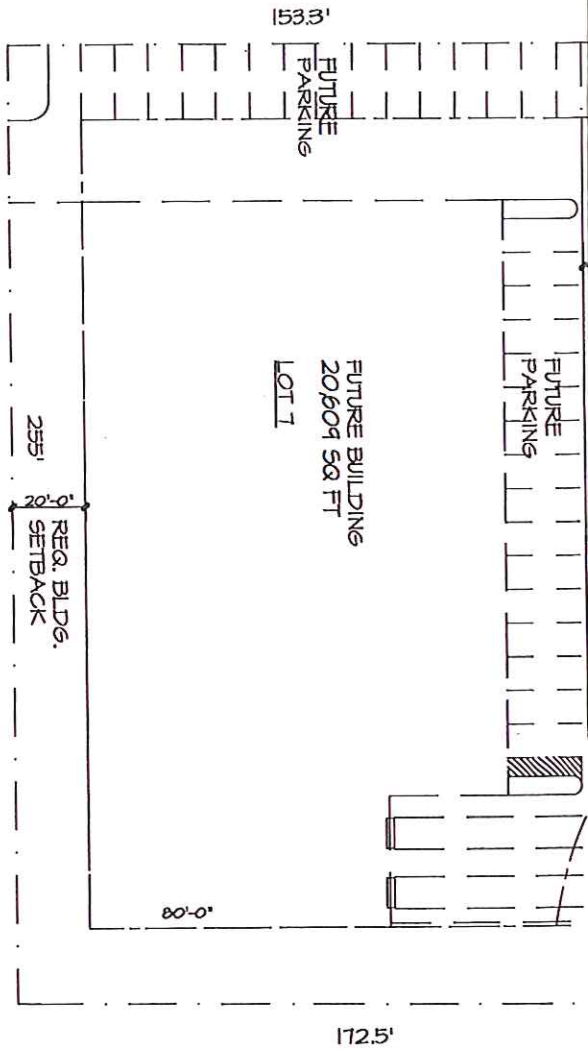
Drafted By:

Eric H. Clark P-31126
27455 Five Mile
Livonia, MI 48154

Tax Parcel # 111-03-0010-000

Recording Fee

Transfer Tax



PROPERTY OUTLINE - . - . - .	
REG. BLDG. SETBACK FRONT = 30'-0" SIDE = 20'-0" REAR = 10'-0"	
BUILDING SF TOTAL SF = 41,657 SF	

ZONE RUF RURAL
URBAN FARM

AZD associates
architects

6905 telegraph rd. suite 230
bloomfield hills, mi 48302-2010
ph. 248-540-6009
www.azdarch.com
08-7-2023



SITE PLAN G32 C
SCALE: 1"=50'-0"

PARAGON DEVELOPMENT
ZONING M-1
LOTS 7,8,9&10

ROSATI DR
LIVONIA, MI

- *FRONT YARD GREEN SPACE TO BE VERIFIED W/ CITY
- *STORM WATER MANAGEMENT TO BE VERIFIED W/ CIVIL ENG/ CITY
- *PARKING TO BE VERIFIED PER EXACT INDUSTRIAL USE
- *CROSS ACCESS PARKING / DRIVE AGREEMENTS TO BE DEVELOPED

ROSATI INDUSTRIAL PARK A SUBDIVISION OF PART OF THE S.E. 1/4 AND S.W. 1/4 OF SECTION 28, T.1 S., R.9 E. CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

LOT 12
BURTON & SHAW WESTSIDE
INDUSTRIAL SUB. LIBER 92, PAGES 8 & 9

LOT 800
SUPERVISOR'S LIVONIA PLAT NO. 14
LIBER 70, PAGE 69



PLAT LEGEND

All dimensions are shown in feet.
All curvilinear dimensions are shown along the arc.
(R) Denotes rod(s) for lines.
(R) Denotes rod(s) for lines.
All lot markers are 1/2" diameter steel bars 18" long. Identification caps not used.

The symbol "O" indicates a set concrete monument consisting of a 1/2" diameter steel bar, encased in 4" diameter concrete cylinder 3' long.
Bearings are based on the west line of Belden Industrial Park as recorded in L. 101, P. 99 & 100

WEST 1/4 CORNER
SEC. 28, T.1 S., R.9 E.
L. 36733, P. 340-341

S. 88°17'20" E. 1039.42

UNPLATTED

S. 89°17'20" E. 2618.92

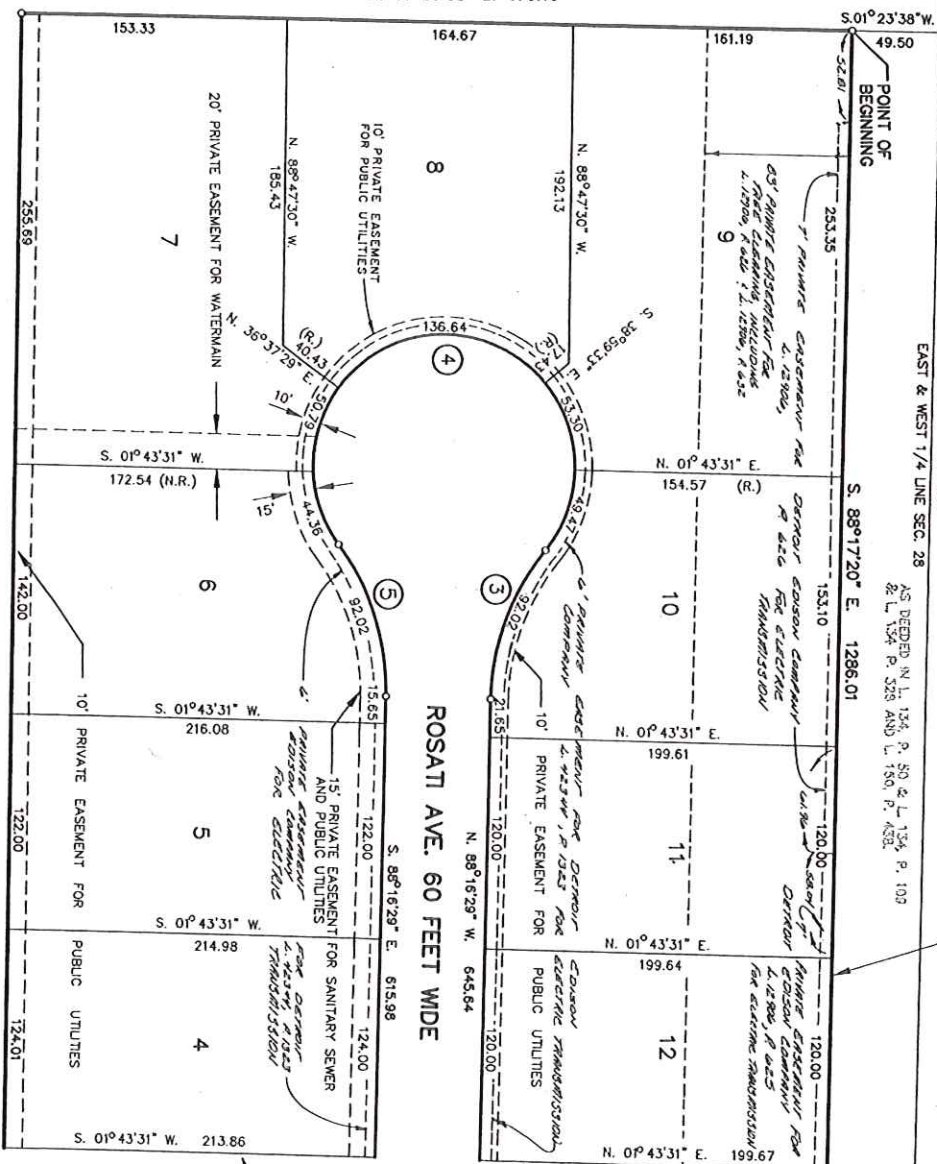
EAST & WEST 1/4 LINE SEC. 28

UNPLATTED

AS DEEDED N. 1/2, P. 50 & L. 134, P. 103
& L. 134, P. 328 AND L. 130, P. 428.

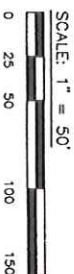
CENTER SEC. 28
T.1 S., R.9 E.
L. 43709, P. 45

N. 01°23'38" E. 479.19



ROSATI AVE. 60 FEET WIDE

MATCH LINE SEE SHEET 2



NEIGHBOR MAP



CURVE DATA

No.	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD
3	139.50	92.02	37°04'42"	S. 69°22'38" E.	90.36
4	75.00	334.56	255°05'23"	S. 01°43'31" W.	118.53
5	139.50	92.02	37°04'42"	N. 72°49'41" E.	90.36

UNPLATTED

N. 88°47'30" W. 1140.71

UNPLATTED



WILLIAM L. ROSKELLY
Professional Land Surveyor
No. 10705, State of Michigan
BASNEY & SMITH, INC.
33177 Schoolcraft Road
Livonia, Michigan 48150

67911

ROSATI INDUSTRIAL PARK A SUBDIVISION OF PART OF THE S.E. 1/4 AND S.W. 1/4 OF SECTION 28, T.1 S., R.9 E. CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN SUPERVISOR'S LIVONIA PLAT NO. 14 LIBER 70, PAGE 69 LOT 800

AS DEEDED IN L. 134, P. 50 & L. 134, P. 109
 & L. 134, P. 329 AND L. 150, P. 128.



WEST 1/4 CORNER
 SEC. 28, T.1 S., R.9 E.
 L. 36933 P. 540-541

S. 88°17'20" E. 2618.92
 EAST & WEST 1/4 LINE SEC. 28

UNPLATTED

S. 88°17'20" E. 1288.01

CENTER SEC. 28
 T.1 S., R.9 E.
 L. 43709 P. 45

PLAT LEGEND

All dimensions are shown in feet.
 The curve dimensions are shown along the curve.
 (R) Denotes radial lot lines.
 (NR) Denotes nonradial lot lines.
 All lot markers are 1/2" diameter steel bars 18" long. Identification caps not used.
 The symbol "O" indicates a set concrete monument consisting of a 1/2" diameter steel bar, encased in 4" diameter concrete cylinder 3" long.
 Bearings are based on the west line of Belden Industrial Park as recorded in L. 101, P. 99 & 100.

SCALE: 1" = 50'
 0 25 50 100 150

VICINITY MAP



CURVE DATA

No.	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD
1	60.00	93.56	88°20'42"	S 43°36'08" E	84.37
2	30.00	46.78	89°20'42"	S 43°06'08" E	42.18

UNPLATTED

DETAIL B

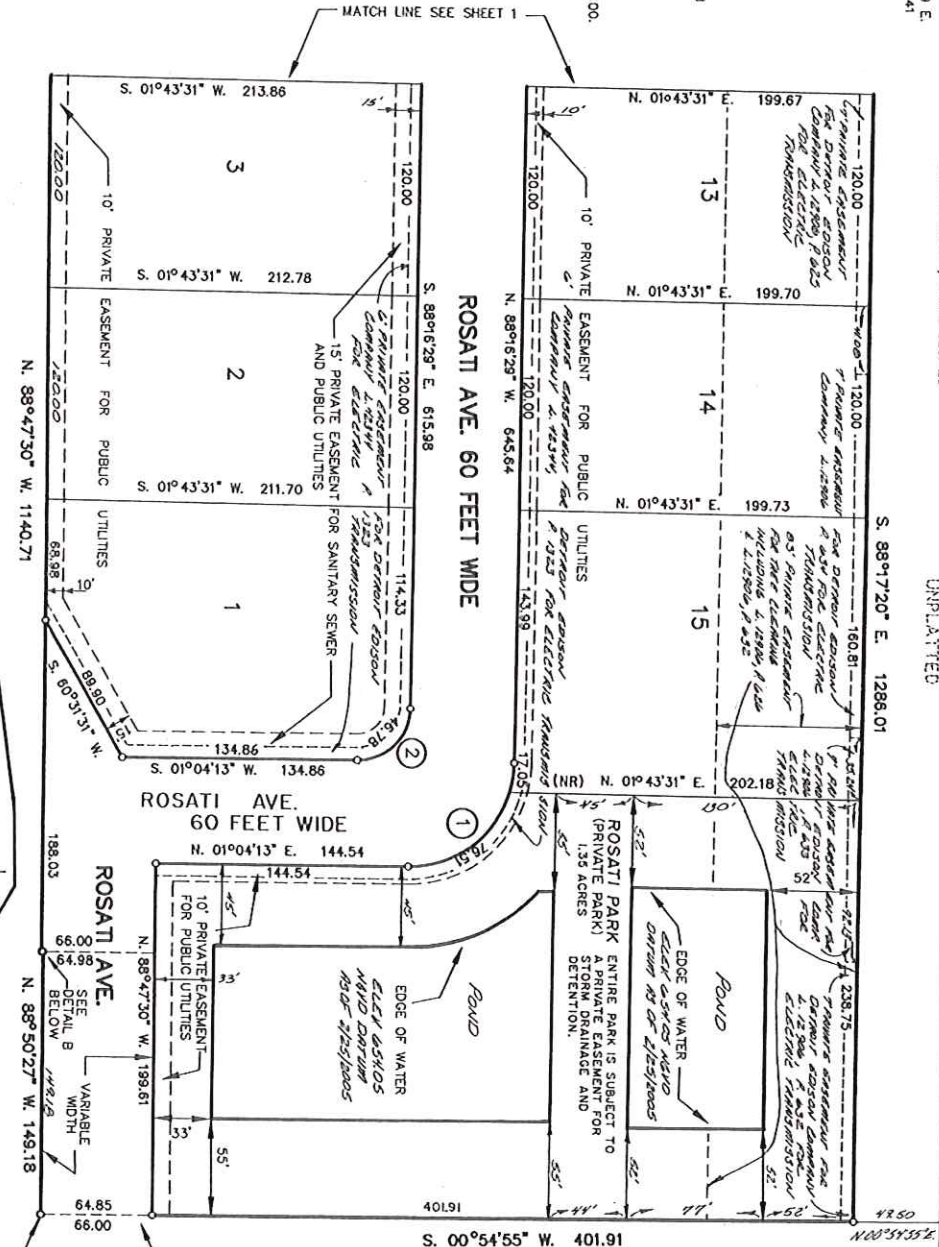
ROSATI PARK (PVT.)

ROSATI AVE.

ROSATI AVE.

SCALE: 1" = 5'

WILLIAM L. ROSSETTI
 Professional Land Surveyor
 No. 102, State of Michigan
 BLOOMSBURY, SMITH, INC.
 33177 Schoolcraft Road
 Livonia, Michigan 48150



UNPLATTED

ROSATI INDUSTRIAL PARK A SUBDIVISION OF PART OF THE S.E. 1/4 AND S.W. 1/4 OF SECTION 28, T.1 S., R.9 E. CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN



WEST 1/4 CORNER
SEC. 28, T.1 S., R.9 E.
L. 36933 P. 540-541

S. 88°17'20" E. 2618.92
EAST & WEST 1/4 LINE SEC. 28

CENTER SEC. 28
T.1 S., R.9 E.
L. 43709 P. 445

S. 01°04'32" W. 2618.01
NORTH & SOUTH 1/4 LINE SEC. 28

MATCH LINE SEE SHEET 2

292.62
292.43
ROSATI AVENUE
66 FEET WIDE
436.18
745.26
452.64

UNPLATTED

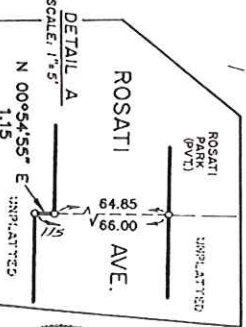
UNPLATTED

ALDEN VILLAGE SUBDIVISION L.66, P.78

67911

SCALE: 1" = 50'
0 25 50 100 150

SOUTH 1/4 CORNER
SEC. 28, T.1 S., R.9 E.
L. 29356 P. 553-554



PLAT LEGEND

All dimensions are shown in feet.
All curvilinear dimensions are shown along the arc.
(R.) Denotes radial lot lines.
(NR) Denotes nonradial lot lines.
All lot markers are 1/2" diameter steel bars
18" long, identification tags nonradial lot lines
bearing complete concrete cylinder.
The symbol "O" indicates a set concrete
monument consisting of a 1/2" diameter
steel bar, encased in 4" diameter concrete
cylinder 3' long.
Bearings are based on the west line of "Belden
Industrial Park" as recorded in L. 101, P. 99 & 100.



WILLIAM L. ROSKELLEY
Professional Land Surveyor
No. 10705, President of
BARNES & SMITH, INC.
33177 Schoolcraft
Livonia, Michigan 48150

STARK ROAD
100 FEET WIDE

CONCORD
ROAD
60 FEET WIDE

STARK ROAD
VARIABLE WIDTH

ALDEN VILLAGE SUBDIVISION L.66, P.78



PARAGON DEVELOPMENT

ROSATI AVENUE
LIVONIA, MI 48150
SEPTEMBER 7, 2023

1) VIEW FROM ROSATI AVE

AZD associates
architects
ph. 248-540-6009



PARAGON DEVELOPMENT

ROSATI AVENUE
LIVONIA, MI 48150
SEPTEMBER 7, 2023

2) VIEW FROM ROSATI AVE

AZD associates
architects
ph. 248-540-6009

ASSIGNMENT AND TRANSFER OF DEVELOPER RIGHTS

(Rosati Industrial Park)

This Assignment and Transfer of Developer Rights ("Assignment") is made as of July 10, 2023 by and between ROSATI LAND DEVELOPMENT L.L.C., a Michigan limited liability company ("Developer"), whose address is 18445 Gary Lane, Livonia, MI 48152, and RON EMLING ("Assignee") whose address is 24800 Five Mile Road, Redford, MI 48239.

RECITALS

A. Rosati Land Development L.L.C is the developer under the Rosati Industrial Park Sub. Building And Use Restrictions dated December 6, 2005 recorded on May 01, 2006 in Liber 44596, Page 195, Wayne County Register of Deeds (the "Building and Use Restrictions"), pertaining to the Rosati Industrial Park Subdivision (the "Park") established pursuant to the Rosati Industrial Park Plat recorded in Liber 122, Pages 63, 64, 65 and 66 of Plats, Wayne County Records (the "Plat") consisting of the lots described on attached Exhibit A;

B. The owners association contemplated by the Building and Use Restrictions has not been established. The Developer has not assigned any of its rights as developer under the Building and Use Restrictions.

C. A certain retention pond and private park serving the Park is located in Park as shown on the Plat and designated as Tax Parcel 111-03-0016-000 (the "Pond and Park").

D. Assignee has acquired from Developer ownership of various lots in the Park owned by Developer, including the land containing the Pond and Park. Developer no longer holds title to any land in the Park. Assignee now holds title to more lots in the Park than any other owner.

E. Developer and Assignee desire to transfer to Assignee all of the rights, powers, privileges, duties and obligations of Developer under the Building and Use Restrictions.

NOW, THEREFOR, the parties agree as follows:

1. Assignment. Developer hereby assigns to Assignee all of the Developer's rights, powers, privileges, and future duties and obligations under the Building and Use Restrictions. Further, to the extent not already set forth in a separate deed, Developer conveys and transfer to Assignee all of Developer's right, title and interest in and to the Pond and Park, subject to all zoning, use, ordinance or building restrictions, and easements of record.

2. Assumption. Assignee hereby accepts the foregoing assignment. Assignee hereby agrees to perform all of Developer's future obligations and responsibilities under the Building and Use Restrictions. The

obligations hereby assumed include all future maintenance obligations for the Pond and Park and payment of taxes for the Pond and Park.

3. **Indemnity.** Assignee shall indemnify, defend and hold the Developer harmless from any liabilities, costs and expenses arising out of the acts or omissions of Assignee as developer under the Building and Use Restrictions.

4. **Confirmations.** Developer represents and warrants that (a) Developer holds all of the rights of developer and has not previously assigned any of its rights as developer under the Building and Use Restrictions, (b) Developer has not amended the Building and Use Restrictions, (c) no separate rules, regulations, signage standards, storage requirements or other terms for use of the Park have been established by the Developer, and (d) Developer has never imposed or collected the annual maintenance charge as contemplated by the Building and Use Restrictions, and Developer hereby waives the right to collect any outstanding maintenance charges (and interest) with respect to the Park.

5. **Further Assurances.** Without limitation to the other terms and provisions of this Assignment, Developer agrees to execute and deliver from time to time, such additional documents or agreements as the Assignee may reasonably request to give effect to the terms of this Assignment.

6. **Successors and Assigns; Benefits.** This Assignment runs with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

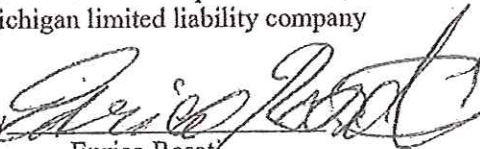
7. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same agreement.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Michigan.

[remainder of page intentionally left blank]

The undersigned have executed this Assignment as of the day and year first above written.

Rosati Land Development L.L.C., a
Michigan limited liability company

By 
Enrico Rosati

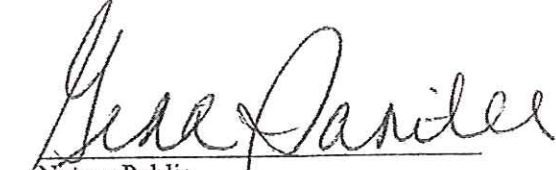
Its: Sole Member

Acknowledgment

STATE OF MICHIGAN)
)
COUNTY OF Wayne) SS.

The foregoing instrument was acknowledged before me this 14th day of July, 2023 by Enrico Rosati, the sole member of Rosati Land Development L.L.C., a Michigan limited liability company, on behalf of said company.

Gina Marie Iantelli
NOTARY PUBLIC - STATE OF MICHIGAN
Wayne County
My Commission Expires 09/09/2027
Acting in the County of Wayne


Notary Public
Wayne County, Michigan
Acting in, Wayne County, Michigan
My commission expires: 09.09.2027

OWNER'S CONSENT AND AUTHORIZATION

This OWNER'S CONSENT AND AUTHORIZATION ("Consent") is made as of July 10, 2023, by **Ron Emling** ("Owner"), whose address is 24800 Five Mile Road, Redford, MI 48239.

The undersigned is the owner of the land located in the City of Livonia, State of Michigan, with Parcel ID numbers 111-03-0007-000, 111-03-0008-000, 111-03-0009-000 and 111-03-0010-000, a legal description of which is attached as Exhibit "A" hereto (the "Land").

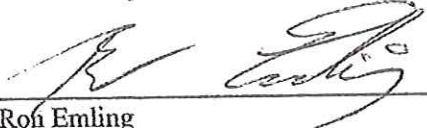
The Owner and **Industrial Holdings, LLC**, a Michigan limited liability company, or its assign ("Purchaser") are parties to a certain purchase agreement with respect to the Land. As a condition to purchasing the Land, the Purchaser desires to obtain from the City of Livonia site plan or other governmental approvals for its intended use of the Land.

The Owner hereby consents to the Purchaser seeking from the City of Livonia tax parcel combinations and/or boundary line adjustments, site plan approvals, zoning classification changes, variances, special use permits, and other governmental approvals which Purchaser deems necessary for its intended development and use of the Land. Without limiting the foregoing, the Owner hereby confirms that it has approved each of the preliminary site plans attached hereto as Exhibit B (as modified from time-to-time as desired by Purchaser).

This Consent also constitutes the Owner's consent and approval required or permitted by Owner under that certain Rosati Industrial Park Sub. Building and Use Restrictions dated December 6, 2005 as recorded in Liber 44596, Page 195, as to all improvements, plans, setbacks, landscaping, parking, fences, storage, screening, loading and unloading areas, signs, utilities, and other uses of the Land proposed by Purchaser.

[acknowledgement on following page]

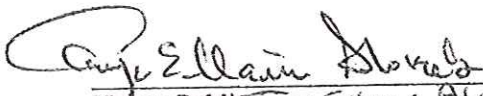
Acknowledged and Agreed to by:

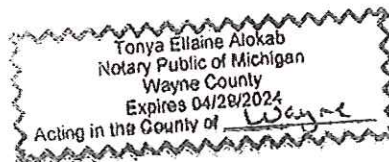

Ron Emling

Acknowledgment

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 13th day of July, 2023 by Ron Emling.


Notary Public Tonya Ellaine Alokab
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 4-29-2024



DRAFTED BY
Dominic Silvestri
37911 W. 12 Mile Road
Farmington Hills, MI 48331

WHEN RECORDED RETURN TO:

Ron Emling
24800 Fiver Mile Road
Redford, MI 48239

EXHIBIT A

Legal Description

Land in the City of Livonia, County of Wayne, State of Michigan described as:

Lots 1 thru 15 and Rosati Park, Rosati Industrial Park, as recorded in Liber 122, Pages 63, 64, 65 and 66 of
Plats, Wayne County Records

Parcel Nos.: 111-03-0001-000; 111-03-0002-000; 111-03-0003-000; 111-03-0004-000; 111-03-0005-000;
111-03-0006-000; 111-03-0007-000; 111-03-0008-000; 111-03-0009-000; 111-03-0010-000; 111-03-0011-
000; 111-03-0012-000; 111-03-0013-000; 111-03-0014-000; 111-03-0015-000 and 111-03-0016-000

MAY 01 2006

Li-44596 Pa-195
 206248955 5/01/2006 09:00AM
 Bernard J. Youngblood
 Wayne Co. Register of Deeds

ROSATI INDUSTRIAL PARK SUB. BUILDING AND USE RESTRICTIONS

THIS DECLARATION OF BUILDING AND USE RESTRICTIONS is made this 6th day of December, 2005, by Rosati Land Development, L.L.C. a Michigan limited liability company, hereinafter Rosati Land Development, L.L.C. Or "Developer", whose business address is 1112 Baker Court, Troy, Michigan, 48063; these Building and Use Restrictions in order to subject the property more particularly described in Exhibit "A-1" to these Building and Use Restrictions.

WITNESSETH:

Receipt #133710

RECORDED

BERNARD J. YOUNGBLOOD, REGISTER OF DEED

WAYNE COUNTY, MI

WHEREAS, the Developer is developing certain real property consisting of approximately 15 Acres, the legal description of which is described in attached Exhibit "A" which constitutes the Property (as defined herein) subject to these Building and Use Restrictions ("RESTRICTIONS"); and

WHEREAS, the Developer as the owner of the Property described in this Declaration wishes to subject the Property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and for the benefit of the Property and, for each subsequent owner thereof, shall run with the land, and shall inure to the benefit of and be binding upon the Property and all parties owning, occupying or otherwise having an interest therein, including their respective heirs, personal representatives, successors and assigns.

NOW, THEREFORE, the Developer hereby declare that the Property described in this Declaration is and shall be held, improved, developed, mortgaged, encumbered, transferred, sold, conveyed, used, leased, subleased and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth in these "Restrictions".

1. **PURPOSE.** These Restrictions are imposed upon the Property to insure its development under a common plan and scheme as a Light Industrial Park; to insure property use and appropriate development and improvement of each building site thereof; to protect the Owners and Occupants of building sites against such improper use of surrounding building sites as will depreciate or adversely affect the value of their property; to guard against the erection of structures built of improper or unsuitable material; to insure timely, adequate and reasonable development of the Property; to encourage the erection of attractive Improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious Improvements on building sites; to secure and maintain proper setbacks from streets; and in general to provide adequately for a high type of quality of Improvements upon the Property and for the orderly development and efficient maintenance thereof consistent with the intent and objective of these Restrictions.

\$45.00 DEED

2. **PROPERTY COVERED.** These Restrictions cover all the real Property set forth in the legal description attached as Exhibit A, including any lot or parcels into which it is divided ("Parcel or Parcels") and these Restrictions shall fully apply to each and every Parcel.

\$6.00 REMONUMENTATION

RST 45 6R 13PS (A) a

LI-44596

Pa-196

3. DEFINITIONS.

- A. "Association" shall mean the Rosati Industrial Park Owners Association, a Michigan nonprofit corporation.
- B. "Common Property" shall mean all of the real property described in Exhibit "B" or any additional property so designated by the Developer as Common Property, together with all Detention Ponds, parks, easement areas, rights-of-way and other land deeded to the Association.
- C. "Developer" shall mean only Rosati Land Development, L.L.C., a Michigan limited liability company, and its successors or assigns.
- D. "Finished Materials" shall mean face brick, glass, ornamental stone, factory pre-finished metal panels with a 20 year finish, Decorative Concrete Masonry Units, or other exterior grade finished materials. Decorative Concrete Masonry Units are those units which are designed specially with ornamental facing, and are painted, stained or factory pre-colored. Wood will not normally be approved by the Developer as a finish material, but subject to the approval of the Developer, wood may be used as an incidental material to the design. In the event of dispute as to whether or not a particular material qualifies as "finish material" the decision of the Developer shall be final.
- E. "Improvement" shall mean any building, structure, fence, wall, exterior sign, driveway, parking area, loading area, storage area, landscaping, sidewalk, utility, drainage area, or other Improvement and all alterations, modifications, changes, additions, deletions, rebuilding or restoration to any Improvement.
- F. "Members" shall mean all the Owners who shall be members of the Rosati Industrial Park Owners Association.
- G. "Rosati Industrial Park" or "Industrial" shall mean the development of the Property as Rosati Industrial Park in accordance with the purposes set forth in Paragraph 1.
- H. "Occupant" shall mean any person or entity using, maintaining, occupying or construction Improvements upon any Property or Parcel pursuant to any lease, occupancy agreement, or other form of agreement (whether oral or written) with the Owner. All of the obligations of an Owner under these Restrictions shall equally apply to an Occupant whether or not the Occupant is referred to in the particular provision.
- I. "Owner" or "Owners" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Property or Parcel including land contract vendors and vendees (whether or not of record), but excluding any mortgagee unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure or otherwise in which case the mortgagee shall be included as an "Owner". When more than one person or entity has an interest in the fee simple title to any Parcel, the interest of all such Owners shall be that of a single Owner collectively or jointly or severally in whichever case will best achieve the purposes of these Restrictions.
- J. "Plans" shall mean all plans, drawings, specifications, renderings and samples required under these Restrictions for any Improvement, including all alterations, modifications, amendments, changes, additions and deletions to such Plans.

LI-44596

Pa-197

- K. "Property or Properties" shall mean the real property located in the City of Livonia, Wayne County, Michigan as set forth in Exhibit "A", including any Parcel, or portion thereof.
- L. "Parcel" or "Parcels" shall mean any lot or parcels into which the Property is divided.

4. PLAN AND SITE APPROVAL.

- A. No Improvement shall be commenced upon any Parcel until complete Plans therefore have been first submitted to and approved in writing by the Developer. The Plans shall describe the construction of the Improvement in detail by showing the location, nature, kind, size, height, configuration, construction materials, color schemes, architectural design, parking lots or area, loading and unloading areas, storage areas, landscaping, signs, and any other information required by the Developer. The Plans shall include grading and drainage plans, landscaping plans, a site plan, complete architectural drawings, including a floor plan, elevations, and all other Plans necessary to construct and obtain a building permit for the Improvement. The site plan must clearly indicate the extent of existing topography to be changed and existing trees and vegetation to be removed. All Plans shall be in harmony with the architectural and aesthetic scheme established by the Developer for the Park and consistent with the standards for a first class light industrial development and shall meet the requirements of these Restrictions. A copy of all Plans and amendments thereto shall be submitted to the Developer for its permanent records, without costs or charge to the Developer. The Developer shall have the absolute right to refuse to approve any such Plans or any part thereof including any material or color scheme that is not suitable or desirable in its sole opinion for aesthetic or other reasons.

Plans approved by the Developer ("Approved Plans") may be modified, amended, revised or finalized ("Final Plans"), without further submission to the Developer, provided and so long as such Final Plans do not materially deviate from the Approved Plans and the Owner provided the Developer with a set of the Final Plans within 30 days prior to the commencement of construction.

- B. In passing upon such Plans, the Developer shall have the right, without limitation, to take into consideration the suitability of the proposed building, structure, alteration, or Improvement to be constructed on the proposed site and the harmony thereof as planned in view of the outlook from the adjacent or neighboring properties, as well as views from public streets.
- C. In reviewing said Plans, the Developer shall, among other things, determine that said Plans meet the minimum express requirements of these Restrictions and in addition shall approve or disapprove the proposed location of parking lots, loading and unloading facilities, proposed areas for the storage of materials, location of driveways and other means of access, signs and landscaping plans in order that said Industrial Park shall develop in conformity and harmony with other existing structures and uses in the Industrial Park and that ultimately the Industrial Park will develop into an efficient and attractive light industrial park. If a disagreement on the question of suitability and harmony shall arise, the decision of the Developer shall be final and binding upon the Owner submitting such Plans.
- D. In the event that the Developer has failed to approve or disapprove said Plans within 30 days after they have been submitted, the approval of the Developer shall not be required; provided, however, that lack of approval or disapproval by the Developer shall not waive any other requirements contained in these Restrictions.

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- E. The Developer, its successors or assigns, shall be not liable in damages to any person submitting Plans for approval or to any Owner or Owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any Plans or the enforcement of these Restrictions, whether or not such enforcement is successful or the failure to enforce these Restrictions.

5. USES PERMITTED.

- A. It is understood that this is to be a Industrial Park Subdivision and that all Parcels shall be used for light industrial, research and development, and office uses, including commercial uses incidental to or in conjunction with such light industrial, research and development and office uses permitted by City of Livonia Zoning Ordinance No. 543 as Amended in R-E District, M-L District and M-1 District Regulations.
- B. All manufacturing operations shall be carried on within fully enclosed buildings and no outside activities shall be carried on except the parking of motor vehicles, the loading or unloading of motor vehicles and storage of materials within the restrictions provided for herein, without the written approval of the restrictions provided for herein, without the written approval of the Developer.

6. BUILDING CONSTRUCTION.

- A. All construction shall be completed within one year after commencement unless an extension of time is granted in writing by the Developer. All buildings shall be basically of steel or other metal, masonry and glass construction. No wood or frame building shall be permitted without the prior written approval of the Developer. The front elevation of all buildings must be Finished Materials as defined in Paragraph 4.D. All buildings shall be constructed in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations of all governmental agencies having jurisdiction thereof and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures. No structure, covering garage, barn or other outbuilding of a temporary nature shall be situated, erected or maintained on any Parcel.
- B. Building and greenbelt designs for Parcels which have orientation on more than one public thoroughfare, road or street shall be of equal importance and that all Finished Materials and landscaping used upon elevations visible from such public thoroughfares, roads or streets must be approved by the Developer.

7. SETBACKS AND GREENBELT.

- A. No building or parking shall be located nearer than 30 feet to any front street right-of-way line ("Front Yard Setback").
- B. Greenbelts and detailed landscaping shall be required for the development of each Parcel and shall be required to be completed contemporaneously with the completion of building Improvements. Underground automatic sprinkler systems shall be required and incorporated in all front yard areas and side yard areas, if side yard abuts or adjoins public thoroughfares.
- C. The minimum building side yard ("Side Yard Setback") is 20 feet for each side yard.

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- D. The portion on the described setback not occupied by permitted Improvements constructed in accordance with Plans approved by the Developer, must be landscaped with lawn, shrubbery, trees, bushes, vines or suitable plants, detailed plans of which must be approved in writing by the Developer. All Owners and Occupants of any parcel in the Industrial Park must maintain such landscaping in a condition so as to present a well kept and pleasing appearance.
- E. No building shall be constructed nearer than 20 feet from any rear Property line ("Rear Yard Setback"). The area within the Side Yard Setback and Rear Yard Setback may, however, be used for parking, loading and unloading or the parking of motor vehicles.
8. FENCES. No fence of any kind shall be constructed in front of any building without the written consent of the Developer. No fence of any kind shall be constructed within the Front Yard Setback described in Paragraph 8. Where fences are erected they shall be of the "Chain-Link" or other metal type and shall not be higher than 8 feet unless approved in writing by the Developer. Fences shall not have barbed wire of any type nor be of the obscuring "wall" type unless required by these Restrictions or unless specifically approved in writing by the Developer.
9. SIGNS. No billboards, or other freestanding, building or roof mounted advertising signs shall be permitted. Permanent signs identifying the occupied premises and numerical street address shall be permitted provided that they are consistent in design and quality established as standard by the Developer for the entire development and that the prior written approval of the Developer is obtained.
10. SCREENING. All mechanical equipment located in the front yard or in front of any building located upon any Parcel shall be completely screened from public view in a manner and at a location approved by the Developer.
11. PARKING AREAS AND LOADING ZONES.
- A. Each Owner must provide adequate off-street parking facilities so as to eliminate any necessity for the parking of vehicles upon the public streets within the Industrial Park. The off-street parking provided shall be sufficient to satisfy any zoning ordinance, regulation or rule of the City of Livonia governing parking. Parking shall be permitted within the Front Yard Setback as provided in Paragraph 8.
- B. The location and adequacy of all parking areas shall be determined and approved by the Developer in connection with its review of the Plans. The Developer shall take into consideration the intended use of the Parcel, and its suitability for other uses in determining the adequacy of proposed parking arrangements. In general, each Parcel shall provide off street parking for its employees (at least 1 space for every 2 employees in the largest expected working shift) and adequate parking for visitors.
- C. The location and adequacy of all loading and unloading areas shall be determined and approved by the Developer in connection with its review of the Plans. Loading and unloading areas shall be afforded and designed in such a manner as to permit the pickup and delivery of materials from the site by motor vehicles consisting of normal tractor and semi-trailer types,
- D. All driveways, walks, parking areas and loading areas shall be paved with concrete, asphalt or other hard surface material.

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- E. The front yard area between the street right-of-way line and the Front Yard Setback line when it abuts a parking area shall be adequately landscaped by the use of berms, trees or other similar means, as approved by the Developer.
- F. All parked and/or stored vehicles must bear a current license plate.
12. OUTDOOR STORAGE.
- A. Outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted by the Developer under such conditions as it shall deem necessary to prevent nuisance or other adverse conditions and only when such outdoor storage is necessary and incidental to the operations being carried on in the building located upon the Parcel. No storage shall be permitted on the Front Yard Setback required by Paragraph 8 and all storage shall be shielded by a fence as required by Paragraph 9 or wall approved by the Developer so as to effectively screen the view of such storage area from public streets and adjoining properties.
- B. No waste materials, rubbish, or discarded matter of any kind shall be permitted to be stored in open areas except in containers approved by the Developer, nor beyond a time reasonably required to arrange for removal. All such materials shall be screened in accordance with the City of Livonia Ordinance or requirement.
13. ANTENNAS, COMMUNICATIONS LINES AND UTILITIES LINES. No antenna, tower, dish or other radio, television, transmission or communication device shall be erected on any Parcel or Improvement for any purpose without the prior written approval of the Developer, unless and to the extent such approval is prohibited or restricted by the Telecommunications Act of 1996. In the event of Developer's approval, such antenna, tower, dish or other radio, television, transmission or communication device shall be reasonably screened from public view in a manner architecturally consistent with the Industrial Park and Improvements to which it is appurtenant as determined by Developer. All lines or wires for communication, power, sound or electrical current or other utilities servicing any Parcel or Improvement shall be constructed and maintained underground. In the event any utility service is provided to any Parcel by overhead utility lines, then building service lines and leads shall be installed underground from the overhead service to the building; except, that any parcel served with overhead utility lines from the rear of the Parcel is permitted to connect such overhead utility lines to the rear of the building only.
14. WELLS AND UTILITY CONNECTIONS. No well shall be drilled, operated, used or maintained for any purpose or reason whatsoever, whether or not to serve the Parcel, any Improvements upon the Parcel or any other parcel or property. The Parcel and any Improvements shall be connected to the water system, storm water system, sanitary sewer system and all other utility systems in the Industrial Park.
15. PROPERTY MAINTENANCE AND MAINTENANCE FEE.
- A. All Owners and Occupants of any Parcel, shall maintain all Improvements, in good and sufficient repair and shall keep the Improvements painted, the lawns cut, the shrubbery trimmed, the windows glazed and otherwise maintain the Parcels and Improvements in an aesthetically pleasing manner and in the condition approved by the Developer, reasonable wear and tear excepted.
- B. Any Improvement which is damaged by the elements, by vehicles or from fire or any other cause shall be restored and repaired as promptly as the extent of damage will permit.

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- C. Buildings within this Industrial Park which should happen to be vacant for any reason, shall be kept locked and the windows shall be secured in order to prevent the entrance thereto by vandals.
- D. In the event of the violation of any of the Restrictions set forth in this Paragraph 15, the Developer or its assigns or successors in interest shall have the right upon thirty (30) days prior written notice (or in the case of an emergency, such notice as is reasonable under the circumstances) to go upon the Parcel and Improvement to eliminate nuisance conditions, to mow lawns or trim shrubbery or do anything necessary to repair or maintain the Parcel and Improvement consistent with the Restrictions and the aesthetic standards of the Industrial Park for the benefit of the Developer and other Owners and Occupants. The cost of any such work and any cost or expense incurred by the Developer in connection with such work shall be immediately due and payable upon written notice thereof being given by the Developer to the Owner and Occupant. In the event of such violation and/or nonpayment by the Owner and/or Occupant, the Developer shall be entitled to exercise the rights and remedies provided for herein together with any other rights and remedies permitted by law. Any notice required under this Paragraph 15.D shall be addressed to the last known address of the Owners or Occupants of the Parcel and shall be deemed effective (1) upon personal delivery to the Owners or Occupants, (2) one day after delivery to a commercially recognized courier and designated for next business day delivery, (3) two days after mailing by first class, United States mail, postage prepaid, or (4) upon the date sent by telegraph, telex, telecopy, facsimile or similar electronic method.
- E. Each Owner shall pay to the Developer an annual maintenance charge in advance on the first day of January of each year commencing on January 1, 2001. The aggregated maintenance charges shall constitute a maintenance fund which may be used for improving and maintaining roadways and entranceways to the Industrial Park, for planting trees and shrubbery and the care thereof within public rights-of-way or Common Property, for collecting and disposing of garbage, ashes and rubbish, for employing watchmen, for caring for vacant Parcels (except for Parcels owned by the Developer which do not constitute Common Property), for enforcing these Restrictions, for curing any violations of these Restrictions, for maintaining, repairing or improving the Industrial Park or any part thereof or for doing of any other thing necessary or advisable in the opinion of the Developer for preserving, maintaining or improving the Industrial Park as a light industrial subdivision.
- F. The maintenance charge shall be computed at the rate of \$250 for each acre or part thereof included within the Parcel owned by each Owner with the maintenance charge for any partial acreage prorated on a square foot basis. The maintenance charge for the first year in which the Parcel is acquired from the Developer shall be prorated on the basis of the number of days remaining in the calendar year for which the maintenance fee is charged during which the Parcel will be owned by the Owner. The amount of the maintenance charge may be adjusted from time to time by the Developer, as the needs of the Industrial Park may require; The Developer shall not be obligated to pay the maintenance charge for any Property or Parcels owned by it unless the Developer builds on such Property or Parcel and uses such to conduct its business; in which event the Developer shall pay the maintenance charge for the year in which it commences conducting such business. In the event any Owner fails to timely pay any annual maintenance charge, the Developer shall be entitled to the remedies provided for herein and any remedies permitted by law.

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G. Upon the failure of any Owner to timely pay any sums assessed under Paragraph 15.D hereof or any maintenance charge assessed under Paragraph 15.E and 15.F hereof, the Developer, shall be entitled to file a lien against any and all Parcels owned by such Owner for the total amount due, for any cost or expense incurred by the Developer in connection with such amount and for any and all costs and expenses associated with collecting said sum, including actual attorneys fees. Each Owner acknowledges and agrees that the purchase of any Parcel constitutes such Owner's consent to the filing of such lien and renders the lien a consensual lien for purposes of MCLA 565.25(3)(c). The Developer, at its option, may exercise any one or more of the following remedies, either separately or simultaneously; (1) the institution of suit to collection the indebtedness due, (2) the institution of proceedings to foreclose the lien, as if the lien was a mortgage, by advertisement pursuant to MCLA 600.3201 *et. seq.*, or (3) the institution of suit to foreclose the lien, as if the lien was a mortgage, pursuant to MCLA 300.3101 *et. seq.* The rights granted herein shall be deemed in addition to and not in substitution of any remedies permitted by law. By purchasing any Parcel, the Owner thereof agrees to the terms and conditions of these Restrictions and the lien rights created hereunder. Each Owner further agrees that by said purchase and by these Restrictions, power is hereby granted by such Owner to the Developer: (1) to grant, bargain, sell, release, and convey the Parcel and any Improvements and appurtenances thereto at public auction and to execute and deliver to the Purchase or Purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to MCLA 600.3101 *et. seq.* or MCLA 600.3201 *et. seq.* or any proceedings, either in law or equity; (2) to deduct from the proceeds therefrom all sums due under this Paragraph 15, together with costs and expenses of sale, including actual attorneys fees and return the surplus, if any, to the Owner. The power of sale granted herein shall permit the sale in one or more Parcels as determined by the Developer. The Owner shall be responsible for any deficiency, if any, and such may be entered by enforced by the appropriate legal proceedings.

16. **EASEMENT RESERVATION.** The Developer does hereby reserve the right to subject the Property and any existing Parcel or Parcel created by future divisions, whether created by the Developer or any Owner to perpetual non-exclusive utility easements and rights-of-way necessary for the use, sale and development of such Property or Parcel or the Industrial Park, provided that the location of such utility easements and rights-of-way shall not prevent the reasonable use and development of such Property or Parcel. In addition to the above, easements and rights-of-way are reserved by the Developer in and over a strip of land 12 feet in width along all rear, front and side Parcel lines, wherever it may be deemed necessary for the installation or maintenance of sanitary sewers, storm sewers, water, electricity, gas, telephone, communications, drainage and other utilities deemed necessary or advisable by Developer. Use of all or any part of such easements and rights-of-way may be granted or assigned at any time hereafter by the Developer to any person, firm, governmental unit or agency or corporation furnishing any such services or such easements and rights-of-way may be release by the Developer to the Owner of the Parcel subject to such easement should Developer determine the easement is unnecessary. The Developer, its successors and assigns exercising the easement rights reserved under this Paragraph 16 shall promptly and reasonably restore the easement area and the area of ingress and egress thereto following any construction, maintenance, operation, improvement, replacement, restoration or repair of any utilities or improvements within such easements.

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17. INDUSTRIAL PARK OWNER'S ASSOCIATION.

- A. Rosati Land Development, L.L.C. the Developer of the property being developed as the Rosati Industrial Park Sub., has established the Rosati Industrial Park Sub., Owners Association, as a Michigan nonprofit corporation for a perpetual term in connection with the development of the Property
- B. The Association has been organized on a non-stock basis. The entire membership interest in the Association shall be controlled by the Developer, who shall elect the Directors of the Association until 100 percent of the total acreage represented by the Parcels in all of Rosati Industrial Park have been sold and conveyed, or such earlier time as the Developer may elect.
- C. Membership in the Association shall consist of the owners of all Parcels in all of the Rosati Industrial Park. Membership in the Association shall be mandatory upon each Owner and shall be effective upon the acquisition of any Property or Parcel by such Owner.
- D. At the time designated in Paragraph C above, ownership, operation, management and control of the Association shall be transferred to the Owners and the Association shall be deemed to be a successor or assign of the Developer. The Owners shall operate, manage and control the Association through a board of directors elected in accordance with the Bylaws of the Association, under which each Owner shall be entitled to one vote for each Parcel owned. Elections and actions by the Association shall be effected in the manner required by the Association Bylaws, including a vote of a majority of the Owners unless otherwise required by the Bylaws.
- E. The Association shall have the authority to establish rules, regulations and policies pertaining to the repair, maintenance and Improvement of the Common Property, easement areas, rights-of-way, and Industrial Park which shall be binding upon the Owners, and shall have the authority to levy assessments against the Owners in order to provide for such repair, maintenance and Improvement, operation and use.

18. LIABILITY OF ASSOCIATION AND OF OWNERS. The Association and the Owners of the Parcels in the Industrial Park, as successors to the Developer, shall be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all of the Industrial Park and the storm drains and drainage systems and other Improvements which are the subject of any agreement or permit pursuant to these Restrictions, or a part of their maintenance obligations of Common Areas and Parcels under these Restrictions; provided, however, obligations involving a single Parcel shall be the sole responsibility of the Owner and Occupant of that Parcel. In the event the Association or the Owners of the Properties and Parcels in the Industrial Park fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, then and in such even City of Livonia shall have the right to assess all costs, expenses and charges for the same against the Owners of any Parcel according to such apportionment as is set forth in the Bylaws of the Association, which is based upon the acreage owned by each Owner compared to the total acreage of the Parcels in the Industrial Park. The Association and the Owners of the Parcels, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such Owner's proportionate share of the costs and expenses incurred by City of Livonia, together with reasonable charges for its administration, supervision and management in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains and other Improvements which are the subject of any agreement or permit pursuant to these Restrictions. Such costs and expenses and charges shall be due and owing upon written

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demand and notice by City of Livonia to the Association at the last known address of said Association filed with the City of Livonia Clerk and to the address of the Owners as set forth on the existing tax rolls. Such written notice to be by first-class mail, postage prepaid and a proof of service of said mailing shall be evidence of City of Livonia's compliance with the notice requirement contained herein. In addition to other methods of collection, City of Livonia shall have the right to place such assessment on the municipal tax rolls of the Parcels and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of City of Livonia and the rights and remedies provided to the City of Livonia by statute, ordinance, agreement or any other provision of the Restrictions shall be preserved. Nothing in this Paragraph shall create a duty or responsibility on the City of Livonia to provide necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management of the Industrial Park storm drains and drainage systems and other Improvements which are the subject of any agreement or permit pursuant to these Restrictions unless the City of Livonia, in its sole discretion, determines it is necessary to do so.

19. **LIABILITY OF OWNER FOR HAZARDOUS SUBSTANCES.** Each Owner and Occupant of a Parcel in the Industrial Park shall be jointly and severally liable from and after the time ownership and/or occupancy is acquired for any use, generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer, production or processing of Hazardous Substances upon or in connection with each such Parcel owned or occupied by such Owner and Occupant. Hazardous Substances shall mean and include those defined as such in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601(14), hazardous wastes as defined in Section 1004(5) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6903(5) and implementing regulations, hazardous wastes as defined in the Michigan Hazardous Waste Management Act, as amended, MCL Section 299.501 *et. seq.*, extremely hazardous substances as defined in the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. Section 11001 *et. seq.* and any pollutant or other toxic or hazardous waste or substance regulated, prohibited, restricted or controlled by any Environmental Law and each Owner and Occupant shall comply with all Environmental Laws. Environmental Laws mean any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, or codes relating to environmental matters, including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Federal Hazardous Materials Transportation Act, the Toxic Substance Control Act, the State of Michigan Hazardous Waste Management Act, the State of Michigan Act 307, as amended, the State of Michigan Natural Resources and Environmental Protection Act, the State of Michigan Water Pollution Control Act, the State of Michigan Solid Waste Disposal, and any amendments or extensions thereof, and any rules, regulations, standards, requirements or guidelines issued pursuant to any of the foregoing and all other applicable environmental standards or requirements. In the event of a spill, discharge or violation of any Environmental Law, each Owner and Occupant owning and/or occupying any Parcel or Parcels upon which a spill, discharge or violation has occurred shall be liable to the Developer, all other Owners and the Association for remediation, clean-up costs and all other damages caused to any other Property, Parcel, Improvements, roads, utilities, Common Properties and ground water aquifer. The Developer and its successors or assigns shall not be liable for any claims, damages or liabilities arising under this Paragraph.

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20. DURATION OF RESTRICTIONS. Each of the conditions, covenants, restrictions, and reservations set forth herein shall continue and be binding upon the Developer and upon its successors and assigns and upon each of them and all parties and all parties claiming under them until January 1, 2025, and shall automatically be continued thereafter for successive periods of 10 years each. From and after January 1, 2005, the Owners of 75 percent of the Parcels subjected to these Restrictions, based on the number of square feet owned as compared to the total area restricted, may release all or any part of the land so restricted from any one or more of said Restrictions or may change or modify any one or more of said Restrictions by executing and acknowledging an appropriate agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds, Wayne County, Michigan. Any change in the Restrictions shall not operate to prohibit any use theretofore carried on lawfully and in accordance with these Restrictions with respect to any Owner not joining in the execution of said amendment. No provision of the Restrictions which specifically applies to or grants rights to the City of Livonia shall be released, changed or modified without the express written consent of the City of Livonia.
21. INTERPRETATION OF RESTRICTIONS. It is specifically provided, and the acceptance by any person of title to any Parcel in the Industrial Park shall constitute the agreement of such person, that in the event of disagreement as to the precise meaning of any term contained herein that the interpretation of the Developer, or its successor in interest, including the Association provided for a Paragraph 17 hereof, shall be final and binding upon all Owners and Occupants. It is specifically provided and agreed that the usual rule requiring written documents to be construed against the party preparing such documents shall not apply to the Restrictions.
22. ENFORCEMENT. All of the provisions of these Restrictions shall be specifically enforceable and the Developer shall have the first right to seek such enforcement, but shall have no liability for its failure to do so. In the event the Developer fails to seek the enforcement of these Restrictions within 30 days after a written request from any Owner, then the Association shall have the seconds right to seek such enforcement unless the Developer has granted a variance pursuant to Paragraph 27 hereof. In the event the Association fails to enforce these Restrictions within 15 days after written request by any Owner, such Owner or any other Owner or Owners shall have the right to enforce these Restrictions unless the Developer has granted a variance pursuant to Paragraph 27 hereof. All rights of enforcement hereunder shall include the right to sue for specific performance, including legal actions for damages, together with all other rights and remedies permitted by law. The failure of the Developer or Association to enforce any of these Restrictions at the time of the violation shall in no event be deemed to be a waiver of the right to enforce such as to any continuing or subsequent violation.
23. INTEREST AND ATTORNEYS FEES. Upon the failure of any Owner to timely pay any sums, of any nature whatsoever, for which the Owner has liability under these Restrictions, the Owner shall pay such sums together with interest thereon at a rate equal to the sum to the then prevailing "Prime Interest Rate" (as defined herein) plus five (5%) percent from the date such sum was due until the date of payment. The "Prime Interest Rate" for purposes of these Restrictions shall mean the rate of interest as published in the Wall Street Journal or other similar business journal as the "Prime Interest Rate." The "Prime Interest Rate" shall be determined as of the date such sum was due. If the Wall Street Journal or other similar business journal ceases to publish its "Prime Interest Rate," the most comparable interest rate to that known as the "Prime Interest Rate" shall be used. In the event of any action or proceeding to enforce these Restrictions, the Owner shall pay the reasonable attorneys fees incurred by the Developer, Association or other owner permitted to enforce these Restrictions.

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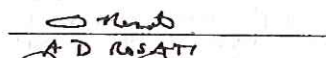
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24. **BINDING EFFECT.** The covenants set forth herein shall run with the land and bind the Property and each Parcel, and all persons owning, occupying, using or otherwise having an interest therein, their heirs, successors and assigns, and all parties claiming by, through or under them, with each of them agreeing to conform to and observe these Restrictions.
25. **AMENDMENT OF RESTRICTIONS.** The Developer shall have the right, on one or more occasions, to amend these Restrictions for the purpose of deleting, modifying, altering or supplementing the Restrictions, provided that the Developer shall not amend these Restrictions in a manner which would prevent the continued use of an existing building or structure for the use or operation previously approved by the Developer. The Amendment describing the deletion, modification, alteration or supplement shall be signed by the Developer and recorded with the Wayne County Register of Deeds. No provision of the Restrictions which specifically applies to or grants rights to the City of Livonia shall be amended without the express written consent of the City of Livonia.
26. **SEVERABILITY.** In the event any one or more of the Restrictions are declared invalid by a final decree of a Court of competent jurisdiction from which no further appeal may be taken, such Restriction or Restrictions shall be deemed severed and deleted from these Restrictions and all remaining Restrictions shall be preserved and continue in full force and effect.
27. **GOVERNING LAW.** These Restrictions shall be governed by and interpreted in accordance with the Laws of the State of Michigan. Any laws, ordinances, restrictions, rules or regulations of the City of Livonia which are more stringent than the Restrictions shall apply to the Parcels and be complied with by all Owners.

ROSATI LAND DEVELOPMENT, L.L.C.
A Michigan Limited Liability Company


ENRICO ROSATI, Managing Member

WITNESSES:


Patti Perault

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 6th day of December, 2005, the foregoing Building and Use Restrictions for Rosati Industrial Park Sub.were acknowledged before me by Enrico Rosati, the Managing Member of Rosati Land Development, L.L.C., a Michigan Limited Liability Company.

ELAINE ROSATI
Notary Public, Oakland County, MI
My Commission Expires Aug. 12, 2007


ELAINE ROSATI, NOTARY PUBLIC
Acting in Oakland County
My Commission Expires August 12, 2007

Prepared by:
Anthony D. Rosati (P19610)
7115 Orchard Lake Rd. Ste. 140
West Bloomfield, MI 48322
(248) 737-4884

When Recorded Return to Drafter

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EXHIBIT 'A'

Rosati Industrial Park a subdivision of part of the S.E. $\frac{1}{4}$ and S.W. $\frac{1}{4}$ of Section 28, T.1 S., R.9 E. City of Livonia, Wayne County, Michigan, more particularly described as beginning at a point distant South 88 degrees 17 minutes 20 seconds East 1039.42 feet, along the East and West $\frac{1}{4}$ line of said Section 28 and South 01 degrees 23 minutes 38 seconds East 49.50 feet from the West $\frac{1}{4}$ corner of said Section 28, and proceeding thence South 88 degrees 17 minutes 20 seconds East 1286.01 feet, along the South line of C & O Railroad right-of-way, 99 feet wide; thence South 00 degrees 54 minutes 55 seconds West 401.91 feet; thence South 88 degrees 47 minutes 30 seconds East 745.26 feet; thence South 15 degrees 05 minutes 04 seconds West 67.98 feet, (recorded as South 15 degrees 03 minutes 10 seconds West), along the Westerly right-of-way line of Stark Road, variable width, thence North 88 degrees 47 minutes 30 seconds West 728.61 feet, along the North line of Alden Village, as recorded in Liber 66, Page 78, WCR; thence North 99 degrees 54 minutes 55 seconds East 1.15 feet; thence North 88 degrees 50 minutes 27 seconds West 149.18 feet; thence South 01 degrees 22 minutes 09 seconds West 1.02 feet; thence North 88 degrees 47 minutes 30 seconds West 1140.71 feet; thence North 01 degrees 23 minutes 38 seconds East 479.19 feet to the point of beginning.

Containing 15.11 Acres.

2023-09-25



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant	<u>DONER DEVELOPMENT</u>	Address	<u>32400 TELEGRAPH #205, RINGHAM FARMS, MI</u>
Owner	<u>RON EMLING</u>	Address	<u>28400 FIVE MILE ROAD, MI 48239</u>
Lessee	<u>TRUE WORLD FOODS</u>	Address	<u>11876 REDON CT., LIVONIA, MI 48150</u>
Location	<u>NORTH</u>	Side of	<u>34430/34 ROSATI</u> Street
Between	<u>STARK (34434)</u>	And	<u>WEST END</u>
Lot No./Parcel No.	<u>111-03-0009-000 / 111-03-0010-000</u>	Subdivision	<u>ROSATI INDUSTRIAL</u>
Zoning District	<u>M-1</u>	Map No.	<u>SW28</u>
Present Use	<u>INDUSTRIAL</u>	Lot Size	<u>ACREAGE</u>
Present Building Size	<u>VACANT</u>	Proposed Use	<u>SAME</u>
Present Height of Building	<u>VACANT</u>	Proposed Building Size	<u>+ 52,835 SQ FT</u>
Allowable Lot Coverage	<u>—</u>	Proposed Height	<u>ONE STORY</u>
Proposed Lot Coverage	<u>—</u>	Proposed Lot Coverage	<u>—</u>

Proposal SEEKING TO ERECT AN INDUSTRIAL BUILDING ON INDUSTRIAL PROPERTIES RESULTING IN DEFICIENT FRONT YARD SET BACK, DEFICIENT LANDSCAPING FOR PARKING AREAS OVER 40 SPACES. ALSO, THE TRUCK LOADING/UNLOADING DOCKS ARE LOCATED IN THE FRONT YARD SET BACK WHICH IS NOT ALLOWED. LOTS 8, 9 AND 10 NEED TO BE COMBINED INTO ONE PARCEL. A CROSS PARKING/ACCESS AGREEMENT IS REQUIRED BETWEEN LOT 7 AND LOTS 8-10.

Reason for Rejection	<u>ZONING ORDINANCE, SECTION 4.03(n)ii, 7.08, 9.08(4), 10.03(2)B(i-vii)</u>		
Deficient Side Yard	<u>4.03(n)ii</u>	Deficient Front Yard	<u>20 FEET</u>
Deficient Lot Area	<u>10.03(2)B(i-vii), 10.03(3)</u>	Deficient Area	<u>LANDSCAPE</u>
Deficient Lot Area	<u>7.08</u>	Deficient Lot Area per Room	<u>COMBINE PROPERTIES</u>
Excessive Lot Coverage	<u>9.08(4)</u>	Excessive Height	<u>TRUCK DOCK</u>
Prohibited	<u>9.08(4)</u>	Deficient Parking Spaces	<u>TRUCK DOCK</u>
Encroachment		Increasing No. Units	
Increasing Area and Bulk			

Remarks

Plans and Application examined by Ryo Date AUGUST 14, 2023

ZONING EXAMINER



RAGON DEVELOPMENT

ATI AVENUE
NIA, MI 48150
EMBER 7, 2023

1) VIEW FROM ROSATI AVE

AZD associat
architect
ph. 248-540-6009



RAGON DEVELOPMENT

ATI AVENUE
NIA, MI 48150
EMBER 7, 2023

2) VIEW FROM ROSATI AVE

AZD associati
architects
ph. 248-540-6009

- *FRONT YARD GREEN SPACE TO BE VERIFIED W/ CITY
- *STORM WATER MANAGEMENT TO BE VERIFIED W/ CIVIL ENG/ CITY
- *PARKING TO BE VERIFIED PER EXACT INDUSTRIAL USE
- *CROSS ACCESS PARKING / DRIVE AGREEMENTS TO BE DEVELOPED

REF: DEFICIENT FRONT YARD SET BACK AND FRONT YARD TRUCK WELLS

TECH AND MANUFACTURING

CSX RAILROAD

PLYMOUTH ROAD

300 150 0 300 Feet

2023-09-25



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant DOVER DEVELOPMENT Address 32400 TELEGRAPH #205, RINGHAM FARMS, MI 48025
Owner RON EMLING Address 28400 FIVE MILE ROAD, MI 48239
Lessee TRUE WORLD FOODS Address 11876 REDON CT., LIVONIA, MI 48150
Location NORTH Side of 34430/34 ROSATI Street
Between STARK (34434) And WEST END
Lot No./Parcel No. 111-03-0009-000 / 111-03-0010-000 (34430) Subdivision ROSATI INDUSTRIAL
Zoning District M-1 Map No. SW28 Lot Size ACREAGE Alley —
Present Use INDUSTRIAL Proposed Use SAME
Present Building Size VACANT Proposed Building Size + 53,835 SQ FT
Present Height of Building VACANT Proposed Height ONE STORY
Allowable Lot Coverage — Proposed Lot Coverage —

Proposal SEEKING TO ERECT AN INDUSTRIAL BUILDING ON INDUSTRIAL PROPERTIES RESULTING IN DEFICIENT FRONT YARD SET BACK, DEFICIENT LANDSCAPING FOR PARKING AREAS OVER 40 SPACES. ALSO, THE TRUCK LOADING/UNLOADING DOCKS ARE LOCATED IN THE FRONT YARD SET BACK WHICH IS NOT ALLOWED. LOTS 8, 9 AND 10 NEED TO BE COMBINED INTO ONE PARCEL. A CROSS PARKING/ACCESS AGREEMENT IS REQUIRED BETWEEN LOT 7 AND LOTS 8-10.

Reason for Rejection ZONING ORDINANCE, SECTION 4.03(n)ii, 7.08, 9.08(4), 10.03(2)B(i-iii)

Deficient Side Yard 4.03(n)ii Deficient Front Yard 20 FEET Deficient 10.03(2)B(i-vii) LANDSCAPE

Deficient Lot 7.08 COMBINE PROPERTIES Deficient Lot Area per Room — Encroachment —

Excessive Lot Coverage 9.08(4) Excessive Height — Increasing No. Units —

☒ Prohibited TRUCK DOCK Deficient Parking Spaces — Increasing Area and Bulk —

Remarks —

Plans and Application examined by Ryo Date AUGUST 14, 2023

ZONING EXAMINER

APPLICATION FOR VARIANCE



Ron Emling	24800 Five Mile Road	Redford	48239		
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
True World Foods	11876 Belden Ct	Livonia	48150		
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
Dover Development	32400 Telegraph Rd STE 205	Bingham Farms	48025	(248) 408-0955	
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 34434-34430 Rosati Avenue

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

- Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? Rosati Building and Use Restrictions, attached, along with developer consents.

- Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

111-03-0009-000 ; LOT 9 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 TIS R9E LIBER 22 P63-66WCR

111-03-0010-000 ; LOT 10 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 TIS R9E LIBER 22 P63-66WCR

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

- Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

The geometry of the lots and the large radius of the cul-de-sac creates an issue specific to these lots. The setback as measured

from the center of the road if applied here would allow for a much smaller front yard.

- Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

Both solutions of adjusting the entire building line or jogging the walls to fit this one condition would be burdensome to the property.

Further, our tenant, True World Foods, needs to relocate, cannot find another location within the City, and has indicated that they cannot use the facility without this consideration due to the inefficiencies created by the jogged front corners.

- Explain why you think this variance would be fair to the neighbors and others who might be affected. This would not be unfair to neighbors as it affects the lots on the cul-de-sac which we own,

and it is set back further from the centerline than other lots on the street.

- Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No.

- If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

We have not sought amendment, because it is 800 square feet and presents a unique circumstance.

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: No.

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? We do not need a rezoning as this would not solve the difficulty.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: Richard Blumenstein

Please print name of property owner: Richard Blumenstein

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 14 day of August, 2023.

Jill Irene Morissette
(Notary Public, Wayne County, Michigan)

My Commission expires December 9, 2027

JILL IRENE MORISETTE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires December 9, 2027

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated August 14, 2023, which reads as follows:

ZONING ORDINANCE, SECTION 4.03(m)ii, 7.08, 9.08(4), 10.03(2)B(i-vii)

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

Ry

(Supervisor)

Application for permit filed NO

Violation Issued NO

Ron Emling
24800 Five Mile Road
Redford, MI 48239
August 11, 2023

To Whom It May Concern:

I, the undersigned, hereby authorize Richard Blumenstein and Benjamin Blumenstein to act on my behalf as it pertains to submittals to the City of Livonia Zoning Board of Appeals for the following properties for which I am established as owner:

111-03-0009-000 (LOT 9 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 TIS R9E LIBER 22 P63-66WCR),
known as 34434 Rosati Avenue.

111-03-0010-000 (LOT 10 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 TIS R9E LIBER 22 P63-66WCR),
known as 34430 Rosati Avenue.

Sincerely,

Ron Emling
Owner



Teresa Garcia 8/11/2023

TERESA GARCIA
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 2, 2028
ACTING IN COUNTY OF Wayne



Mailed PTA
Fine
6/7/2021

302 - Vacant Land

2021178694 L: 56618 P: 444 WD
04/07/2021 03:00:40 PM Total Pages: 2
Bernard J. Youngblood, Register of Deeds - Wayne County, MI
ELECTRONICALLY RECORDED

MICHIGAN REAL ESTATE TRANSFER TAX
Wayne County County Tax Stamp #585554
04/07/2021
Receipt# 21-162313 L: 56618 P: 444
State Tax: \$412.50 County Tax: \$60.50



WARRANTY DEED

File No. cen136122-STG

The Grantor(s) Rosati Land Development, LLC, a Michigan limited liability company, by its member Enrico Rosati whose address is 18845 Gary Ln., Livonia, MI 48152

convey(s) and warrant(s) to Sahar Jarjosa
whose address is 15338 Leona, Redford, MI 48239

the following described premises situated in the City of Livonia, County of Wayne and State of Michigan:

Lot 9, ROSATI INDUSTRIAL PARK SUBDIVISION, according to the Plat thereof as recorded in Liber 122 of Plats, Page(s) 63, Wayne County Records.

Commonly Known As: 34434 Rosati Dr., Livonia MI 48150
Sidwell No. 46-111-03-0009-000

For the sum of Fifty Five Thousand and 00/100 Dollars (\$55,000.00)

Subject to easements and building and use restriction of record, if any.

This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of this instrument. No representation is made as to the status of any tax liens or titles owed to any other entities.

Receipt: 176077671 Date: 4/7/2021 By: AAH (1)
Eric R. Sabree, Wayne County Treasurer, Detroit, Michigan

2020 NOT EXAMINED

Receipt: n/a 176077671 Date: 4/7/2021 By:
Eric R. Sabree, Wayne County Treasurer, Detroit, Michigan

111-03-0009-000

~~22 JUL-18 AM 8:24~~

22 JUL-18 AM 8:32

Bernard J. Youngblood
Wayne County Register of Deeds
2022239116 L: 57748 P: 1058
07/18/2022 08:36 AM QCD Total Pages: 1



QUIT CLAIM DEED

The Grantor(s) Sahar Jarjosa and Ron Emling, husband and wife

whose address is 34437 Rosali, Livonia, MI 48150

quit-claim(s) to Ron Emling

whose address is 34437 Rosali, Livonia, MI 48150

the following described premises situated in the CITY OF LIVONIA, COUNTY OF WAYNE AND STATE OF MICHIGAN:

LOT 9 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 T1S R9E LIBER 122 P63-66 WCR

Common address: 34434 Rosati, Livonia, MI 48150

Exempt pursuant to MCL 207.505(a) and MCL 207.526(a).

for the sum of one dollar

Dated this 11 day of July, 2022

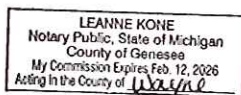
Signed in presence of:

Signed by:

* Sahar Jarjosa

* Ron Emling

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 11 day of July 2022, Sahar Jarjosa and Ron Emling.

* Leanne Kone
Notary Public, ~~Genesee~~ County, Michigan
My commission expires: 2/12/2026

When Recorded Return To:
Eric H. Clark
27455 Five Mile
Livonia, MI 48154

Send Subsequent Tax Bills To:
Ron Emling
34437 Rosati
Livonia, MI 48150

Drafted By:
Eric H. Clark P-31126
27455 Five Mile
Livonia, MI 48154

Tax Parcel # 111-03-0009-000

Recording Fee _____

Transfer Tax _____

Vacant Land 1.43/10
This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

Property Transfer Affidavit

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 34430 ROSATI	2. County WAYNE	3. Date of Transfer (or land contract was signed) 03/26/2021
4. Location of Real Estate (Check appropriate field and enter name in the space below.) ☒ City ☐ Township ☐ Village CITY OF LIVONIA		5. Purchase Price of Real Estate \$40,000
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 111 03 0010 000		6. Seller's (Transferor) Name ROSATI LAND DEVELOPMENT LLC
		8. Buyer's (Transferee) Name and Mailing Address JARJOSA SAHAR
		9. Buyer's (Transferee) Telephone Number 248-766-478

Items 10-15 are optional. However, by completing them you may avoid further correspondence.

10. Type of transfer. Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases in a business. See page 2 list.

10. Type of transfer. Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases in a business. See page 2 list. ☐ Land Contract ☐ Lease ☒ Deed ☐ Other (specify) _____		
11. Was this property purchased from a financial institution? ☐ Yes ☐ No	12. Is the transfer between related persons? ☐ Yes ☒ No	13. Amount of Down Payment /
14. If you financed the purchase, did you pay market rate of interest? ☐ Yes ☐ No		15. Amount Financed (Borrowed) /

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from a spouse to the other spouse
- ☐ change in ownership solely to exclude or include a spouse
- ☐ transfer between certain family members *(see page 2)
- ☐ transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ transfer between certain family members of that portion of a property after their expiration or termination of a life estate or life lease retained by transferor **(see page 2)
- ☐ transfer to effect the foreclosure or forfeiture of real property
- ☐ transfer by redemption from a tax sale
- ☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ transfer resulting from a court order unless the order specifies a monetary payment
- ☐ transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- ☐ transfer to establish or release a security interest (collateral)
- ☐ transfer of real estate through normal public trading of stocks
- ☐ transfer between entities under common control or among members of an affiliated group
- ☐ transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- ☐ transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- ☐ transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- ☐ transfer of land with qualified conservation easement (land only - not improvements)
- ☐ other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name		Date 06/02/2021
Signature <i>Jarjosa Sahar</i>		E-mail Address
Name and title, if signer is other than the owner	Daytime Phone Number	

RECEIVED
CITY OF LIVONIA, MICH.
JUN 11 2021
DEPARTMENT OF ASSESSMENT

111-03-0010-000

~~22 JUL 18 AM 8:24~~

22 JUL 18 AM 8:33

Bernard J. Youngblood
Wayne County Register of Deeds
2022239114 L: 57748 P: 1056
07/18/2022 08:36 AM QCO Total Pages: 1

**QUIT CLAIM DEED**

The Grantor(s) Sahar Jarjosa and Ron Emling, husband and wife

whose address is 34437 Rosali, Livonia, MI 48150

quit-claim(s) to Ron Emling

whose address is 34437 Rosali, Livonia, MI 48150

the following described premises situated in the CITY OF LIVONIA, COUNTY OF WAYNE AND STATE OF MICHIGAN:

LOT 10 ROSATI INDUSTRIAL PARK SE 1/4 SEC 28 T1S R9E LIBER 122 P 63-66 WCR

Common address: 34430 Rosati, Livonia, MI 48150

Exempt pursuant to MCL 207.505(a) and MCL 207.526(a).

for the sum of one dollar

Dated this 11 day of July, 2022

Signed in presence of:

Signed by:

* Sahar Jarjosa

* Ron Emling

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 11 day of July 2022, Sahar Jarjosa and Ron Emling.

LEANNE KONE
Notary Public, State of Michigan
County of Genesee
My Commission Expires Feb 12, 2026
Acting in the County of Wayne

* Leanne Kone
Notary Public, ~~Genesee~~ County, Michigan
My commission expires: 2/12/2026

When Recorded Return To:
Eric H. Clark
27455 Five Mile
Livonia, MI 48154

Send Subsequent Tax Bills To:
Ron Emling
34437 Rosati
Livonia, MI 48150

Drafted By:
Eric H. Clark P-31126
27455 Five Mile
Livonia, MI 48154

Tax Parcel # 111-03-0010-000

Recording Fee _____

Transfer Tax _____

ASSIGNMENT AND TRANSFER OF DEVELOPER RIGHTS

(Rosati Industrial Park)

This Assignment and Transfer of Developer Rights ("Assignment") is made as of July 10, 2023 by and between ROSATI LAND DEVELOPMENT L.L.C., a Michigan limited liability company ("Developer"), whose address is 18445 Gary Lane, Livonia, MI 48152, and RON EMLING ("Assignee") whose address is 24800 Five Mile Road, Redford, MI 48239.

RECITALS

A. Rosati Land Development L.L.C is the developer under the Rosati Industrial Park Sub. Building And Use Restrictions dated December 6, 2005 recorded on May 01, 2006 in Liber 44596, Page 195, Wayne County Register of Deeds (the "Building and Use Restrictions"), pertaining to the Rosati Industrial Park Subdivision (the "Park") established pursuant to the Rosati Industrial Park Plat recorded in Liber 122, Pages 63, 64, 65 and 66 of Plats, Wayne County Records (the "Plat") consisting of the lots described on attached Exhibit A;

B. The owners association contemplated by the Building and Use Restrictions has not been established. The Developer has not assigned any of its rights as developer under the Building and Use Restrictions.

C. A certain retention pond and private park serving the Park is located in Park as shown on the Plat and designated as Tax Parcel 111-03-0016-000 (the "Pond and Park").

D. Assignee has acquired from Developer ownership of various lots in the Park owned by Developer, including the land containing the Pond and Park. Developer no longer holds title to any land in the Park. Assignee now holds title to more lots in the Park than any other owner.

E. Developer and Assignee desire to transfer to Assignee all of the rights, powers, privileges, duties and obligations of Developer under the Building and Use Restrictions.

NOW, THEREFOR, the parties agree as follows:

1. Assignment. Developer hereby assigns to Assignee all of the Developer's rights, powers, privileges, and future duties and obligations under the Building and Use Restrictions. Further, to the extent not already set forth in a separate deed, Developer conveys and transfer to Assignee all of Developer's right, title and interest in and to the Pond and Park, subject to all zoning, use, ordinance or building restrictions, and easements of record.

2. Assumption. Assignee hereby accepts the foregoing assignment. Assignee hereby agrees to perform all of Developer's future obligations and responsibilities under the Building and Use Restrictions. The

obligations hereby assumed include all future maintenance obligations for the Pond and Park and payment of taxes for the Pond and Park.

3. **Indemnity.** Assignee shall indemnify, defend and hold the Developer harmless from any liabilities, costs and expenses arising out of the acts or omissions of Assignee as developer under the Building and Use Restrictions.

4. **Confirmations.** Developer represents and warrants that (a) Developer holds all of the rights of developer and has not previously assigned any of its rights as developer under the Building and Use Restrictions, (b) Developer has not amended the Building and Use Restrictions, (c) no separate rules, regulations, signage standards, storage requirements or other terms for use of the Park have been established by the Developer, and (d) Developer has never imposed or collected the annual maintenance charge as contemplated by the Building and Use Restrictions, and Developer hereby waives the right to collect any outstanding maintenance charges (and interest) with respect to the Park.

5. **Further Assurances.** Without limitation to the other terms and provisions of this Assignment, Developer agrees to execute and deliver from time to time, such additional documents or agreements as the Assignee may reasonably request to give effect to the terms of this Assignment.

6. **Successors and Assigns; Benefits.** This Assignment runs with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

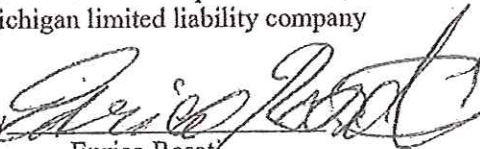
7. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same agreement.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Michigan.

[remainder of page intentionally left blank]

The undersigned have executed this Assignment as of the day and year first above written.

Rosati Land Development L.L.C., a
Michigan limited liability company

By 
Enrico Rosati

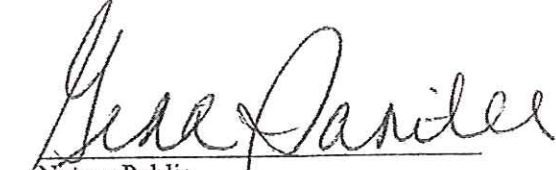
Its: Sole Member

Acknowledgment

STATE OF MICHIGAN)
)
COUNTY OF Wayne) SS.

The foregoing instrument was acknowledged before me this 14th day of July, 2023 by Enrico Rosati, the sole member of Rosati Land Development L.L.C., a Michigan limited liability company, on behalf of said company.

Gina Marie Iantelli
NOTARY PUBLIC - STATE OF MICHIGAN
Wayne County
My Commission Expires 09/09/2027
Acting in the County of Wayne


Notary Public
Wayne County, Michigan
Acting in, Wayne County, Michigan
My commission expires: 09.09.2027

OWNER'S CONSENT AND AUTHORIZATION

This OWNER'S CONSENT AND AUTHORIZATION ("Consent") is made as of July 10, 2023, by **Ron Emling** ("Owner"), whose address is 24800 Five Mile Road, Redford, MI 48239.

The undersigned is the owner of the land located in the City of Livonia, State of Michigan, with Parcel ID numbers 111-03-0007-000, 111-03-0008-000, 111-03-0009-000 and 111-03-0010-000, a legal description of which is attached as Exhibit "A" hereto (the "Land").

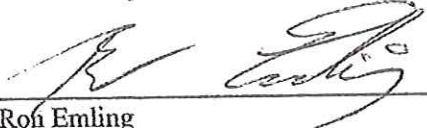
The Owner and **Industrial Holdings, LLC**, a Michigan limited liability company, or its assign ("Purchaser") are parties to a certain purchase agreement with respect to the Land. As a condition to purchasing the Land, the Purchaser desires to obtain from the City of Livonia site plan or other governmental approvals for its intended use of the Land.

The Owner hereby consents to the Purchaser seeking from the City of Livonia tax parcel combinations and/or boundary line adjustments, site plan approvals, zoning classification changes, variances, special use permits, and other governmental approvals which Purchaser deems necessary for its intended development and use of the Land. Without limiting the foregoing, the Owner hereby confirms that it has approved each of the preliminary site plans attached hereto as Exhibit B (as modified from time-to-time as desired by Purchaser).

This Consent also constitutes the Owner's consent and approval required or permitted by Owner under that certain Rosati Industrial Park Sub. Building and Use Restrictions dated December 6, 2005 as recorded in Liber 44596, Page 195, as to all improvements, plans, setbacks, landscaping, parking, fences, storage, screening, loading and unloading areas, signs, utilities, and other uses of the Land proposed by Purchaser.

[acknowledgement on following page]

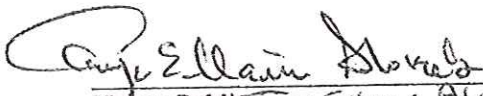
Acknowledged and Agreed to by:

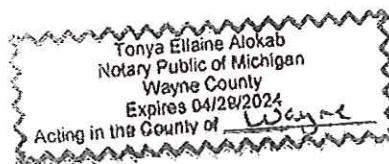

Ron Emling

Acknowledgment

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 13th day of July, 2023 by Ron Emling.


Notary Public Tonya Ellaine Alokab
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 4.29.2024



DRAFTED BY
Dominic Silvestri
37911 W. 12 Mile Road
Farmington Hills, MI 48331

WHEN RECORDED RETURN TO:

Ron Emling
24800 Fiver Mile Road
Redford, MI 48239

EXHIBIT A

Legal Description

Land in the City of Livonia, County of Wayne, State of Michigan described as:

Lots 1 thru 15 and Rosati Park, Rosati Industrial Park, as recorded in Liber 122, Pages 63, 64, 65 and 66 of Plats, Wayne County Records

Parcel Nos.: 111-03-0001-000; 111-03-0002-000; 111-03-0003-000; 111-03-0004-000; 111-03-0005-000; 111-03-0006-000; 111-03-0007-000; 111-03-0008-000; 111-03-0009-000; 111-03-0010-000; 111-03-0011-000; 111-03-0012-000; 111-03-0013-000; 111-03-0014-000; 111-03-0015-000 and 111-03-0016-000

MAY 01 2006

Li-44596 Pa-195
 206248955 5/01/2006 09:00AM
 Bernard J. Youngblood
 Wayne Co. Register of Deeds

ROSATI INDUSTRIAL PARK SUB. BUILDING AND USE RESTRICTIONS

THIS DECLARATION OF BUILDING AND USE RESTRICTIONS is made this 6th day of December, 2005, by Rosati Land Development, L.L.C. a Michigan limited liability company, hereinafter Rosati Land Development, L.L.C. Or "Developer", whose business address is 1112 Baker Court, Troy, Michigan, 48063; these Building and Use Restrictions in order to subject the property more particularly described in Exhibit "A-1" to these Building and Use Restrictions.

WITNESSETH:

Receipt #133710

RECORDED

BERNARD J. YOUNGBLOOD, REGISTER OF DEED

WAYNE COUNTY, MI

WHEREAS, the Developer is developing certain real property consisting of approximately 15 Acres, the legal description of which is described in attached Exhibit "A" which constitutes the Property (as defined herein) subject to these Building and Use Restrictions ("RESTRICTIONS"); and

WHEREAS, the Developer as the owner of the Property described in this Declaration wishes to subject the Property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and for the benefit of the Property and, for each subsequent owner thereof, shall run with the land, and shall inure to the benefit of and be binding upon the Property and all parties owning, occupying or otherwise having an interest therein, including their respective heirs, personal representatives, successors and assigns.

NOW, THEREFORE, the Developer hereby declare that the Property described in this Declaration is and shall be held, improved, developed, mortgaged, encumbered, transferred, sold, conveyed, used, leased, subleased and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth in these "Restrictions".

1. **PURPOSE.** These Restrictions are imposed upon the Property to insure its development under a common plan and scheme as a Light Industrial Park; to insure property use and appropriate development and improvement of each building site thereof; to protect the Owners and Occupants of building sites against such improper use of surrounding building sites as will depreciate or adversely affect the value of their property; to guard against the erection of structures built of improper or unsuitable material; to insure timely, adequate and reasonable development of the Property; to encourage the erection of attractive Improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious Improvements on building sites; to secure and maintain proper setbacks from streets; and in general to provide adequately for a high type of quality of Improvements upon the Property and for the orderly development and efficient maintenance thereof consistent with the intent and objective of these Restrictions.

\$45.00 DEED

2. **PROPERTY COVERED.** These Restrictions cover all the real Property set forth in the legal description attached as Exhibit A, including any lot or parcels into which it is divided ("Parcel or Parcels") and these Restrictions shall fully apply to each and every Parcel.

\$6.00 REMONUMENTATION

RST 45 6R 13PS (A) a

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3. DEFINITIONS.

- A. "Association" shall mean the Rosati Industrial Park Owners Association, a Michigan nonprofit corporation.
- B. "Common Property" shall mean all of the real property described in Exhibit "B" or any additional property so designated by the Developer as Common Property, together with all Detention Ponds, parks, easement areas, rights-of-way and other land deeded to the Association.
- C. "Developer" shall mean only Rosati Land Development, L.L.C., a Michigan limited liability company, and its successors or assigns.
- D. "Finished Materials" shall mean face brick, glass, ornamental stone, factory pre-finished metal panels with a 20 year finish, Decorative Concrete Masonry Units, or other exterior grade finished materials. Decorative Concrete Masonry Units are those units which are designed specially with ornamental facing, and are painted, stained or factory pre-colored. Wood will not normally be approved by the Developer as a finish material, but subject to the approval of the Developer, wood may be used as an incidental material to the design. In the event of dispute as to whether or not a particular material qualifies as "finish material" the decision of the Developer shall be final.
- E. "Improvement" shall mean any building, structure, fence, wall, exterior sign, driveway, parking area, loading area, storage area, landscaping, sidewalk, utility, drainage area, or other Improvement and all alterations, modifications, changes, additions, deletions, rebuilding or restoration to any Improvement.
- F. "Members" shall mean all the Owners who shall be members of the Rosati Industrial Park Owners Association.
- G. "Rosati Industrial Park" or "Industrial" shall mean the development of the Property as Rosati Industrial Park in accordance with the purposes set forth in Paragraph 1.
- H. "Occupant" shall mean any person or entity using, maintaining, occupying or construction Improvements upon any Property or Parcel pursuant to any lease, occupancy agreement, or other form of agreement (whether oral or written) with the Owner. All of the obligations of an Owner under these Restrictions shall equally apply to an Occupant whether or not the Occupant is referred to in the particular provision.
- I. "Owner" or "Owners" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Property or Parcel including land contract vendors and vendees (whether or not of record), but excluding any mortgagee unless and until such mortgagee shall have acquired fee simple title pursuant to foreclosure or otherwise in which case the mortgagee shall be included as an "Owner". When more than one person or entity has an interest in the fee simple title to any Parcel, the interest of all such Owners shall be that of a single Owner collectively or jointly or severally in whichever case will best achieve the purposes of these Restrictions.
- J. "Plans" shall mean all plans, drawings, specifications, renderings and samples required under these Restrictions for any Improvement, including all alterations, modifications, amendments, changes, additions and deletions to such Plans.

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- K. "Property or Properties" shall mean the real property located in the City of Livonia, Wayne County, Michigan as set forth in Exhibit "A", including any Parcel, or portion thereof.
- L. "Parcel" or "Parcels" shall mean any lot or parcels into which the Property is divided.

4. PLAN AND SITE APPROVAL.

- A. No Improvement shall be commenced upon any Parcel until complete Plans therefore have been first submitted to and approved in writing by the Developer. The Plans shall described the construction of the Improvement in detail by showing the location, nature, kind, size, height, configuration, construction materials, color schemes, architectural design, parking lots or area, loading and unloading areas, storage areas, landscaping, signs, and any other information required by the Developer. The Plans shall include grading and drainage plans, landscaping plans, a site plan, complete architectural drawings, including a floor plan, elevations, and all other Plans necessary to construct and obtain a building permit for the Improvement. The site plan must clearly indicate the extent of existing topography to be changed and existing trees and vegetation to be removed. All Plans shall be in harmony with the architectural and aesthetic scheme established by the Developer for the Park and consistent with the standards for a first class light industrial development and shall meet the requirements of these Restrictions. A copy of all Plans and amendments thereto shall be submitted to the Developer for its permanent records, without costs or charge to the Developer. The Developer shall have the absolute right to refuse to approve any such Plans or any part thereof including any material or color scheme that is not suitable or desirable in its sole opinion for aesthetic or other reasons.

Plans approved by the Developer ("Approved Plans") may be modified, amended, revised or finalized ("Final Plans"), without further submission to the Developer, provided and so long as such Final Plans do not materially deviate from the Approved Plans and the Owner provided the Developer with a set of the Final Plans within 30 days prior to the commencement of construction.
- B. In passing upon such Plans, the Developer shall have the right, without limitation, to take into consideration the suitability of the proposed building, structure, alteration, or Improvement to be constructed on the proposed site and the harmony thereof as planned in view of the outlook from the adjacent or neighboring properties, as well as views from public streets.
- C. In reviewing said Plans, the Developer shall, among other things, determine that said Plans meet the minimum express requirements of these Restrictions and in addition shall approve or disapprove the proposed location of parking lots, loading and unloading facilities, proposed areas for the storage of materials, location of driveways and other means of access, signs and landscaping plans in order that said Industrial Park shall develop in conformity and harmony with other existing structures and uses in the Industrial Park and that ultimately the Industrial Park will develop into an efficient and attractive light industrial park. If a disagreement on the question of suitability and harmony shall arise, the decision of the Developer shall be final and binding upon the Owner submitting such Plans.
- D. In the event that the Developer has failed to approve or disapprove said Plans within 30 days after they have been submitted, the approval of the Developer shall not be required; provided, however, that lack of approval or disapproval by the Developer shall not waive any other requirements contained in these Restrictions.

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- E. The Developer, its successors or assigns, shall be not liable in damages to any person submitting Plans for approval or to any Owner or Owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any Plans or the enforcement of these Restrictions, whether or not such enforcement is successful or the failure to enforce these Restrictions.

5. USES PERMITTED.

- A. It is understood that this is to be a Industrial Park Subdivision and that all Parcels shall be used for light industrial, research and development, and office uses, including commercial uses incidental to or in conjunction with such light industrial, research and development and office uses permitted by City of Livonia Zoning Ordinance No. 543 as Amended in R-E District, M-L District and M-1 District Regulations.
- B. All manufacturing operations shall be carried on within fully enclosed buildings and no outside activities shall be carried on except the parking of motor vehicles, the loading or unloading of motor vehicles and storage of materials within the restrictions provided for herein, without the written approval of the restrictions provided for herein, without the written approval of the Developer.

6. BUILDING CONSTRUCTION.

- A. All construction shall be completed within one year after commencement unless an extension of time is granted in writing by the Developer. All buildings shall be basically of steel or other metal, masonry and glass construction. No wood or frame building shall be permitted without the prior written approval of the Developer. The front elevation of all buildings must be Finished Materials as defined in Paragraph 4.D. All buildings shall be constructed in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations of all governmental agencies having jurisdiction thereof and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures. No structure, covering garage, barn or other outbuilding of a temporary nature shall be situated, erected or maintained on any Parcel.
- B. Building and greenbelt designs for Parcels which have orientation on more than one public thoroughfare, road or street shall be of equal importance and that all Finished Materials and landscaping used upon elevations visible from such public thoroughfares, roads or streets must be approved by the Developer.

7. SETBACKS AND GREENBELT.

- A. No building or parking shall be located nearer than 30 feet to any front street right-of-way line ("Front Yard Setback").
- B. Greenbelts and detailed landscaping shall be required for the development of each Parcel and shall be required to be completed contemporaneously with the completion of building Improvements. Underground automatic sprinkler systems shall be required and incorporated in all front yard areas and side yard areas, if side yard abuts or adjoins public thoroughfares.
- C. The minimum building side yard ("Side Yard Setback") is 20 feet for each side yard.

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- D. The portion on the described setback not occupied by permitted Improvements constructed in accordance with Plans approved by the Developer, must be landscaped with lawn, shrubbery, trees, bushes, vines or suitable plants, detailed plans of which must be approved in writing by the Developer. All Owners and Occupants of any parcel in the Industrial Park must maintain such landscaping in a condition so as to present a well kept and pleasing appearance.
- E. No building shall be constructed nearer than 20 feet from any rear Property line ("Rear Yard Setback"). The area within the Side Yard Setback and Rear Yard Setback may, however, be used for parking, loading and unloading or the parking of motor vehicles.
8. FENCES. No fence of any kind shall be constructed in front of any building without the written consent of the Developer. No fence of any kind shall be constructed within the Front Yard Setback described in Paragraph 8. Where fences are erected they shall be of the "Chain-Link" or other metal type and shall not be higher than 8 feet unless approved in writing by the Developer. Fences shall not have barbed wire of any type nor be of the obscuring "wall" type unless required by these Restrictions or unless specifically approved in writing by the Developer.
9. SIGNS. No billboards, or other freestanding, building or roof mounted advertising signs shall be permitted. Permanent signs identifying the occupied premises and numerical street address shall be permitted provided that they are consistent in design and quality established as standard by the Developer for the entire development and that the prior written approval of the Developer is obtained.
10. SCREENING. All mechanical equipment located in the front yard or in front of any building located upon any Parcel shall be completely screened from public view in a manner and at a location approved by the Developer.
11. PARKING AREAS AND LOADING ZONES.
- A. Each Owner must provide adequate off-street parking facilities so as to eliminate any necessity for the parking of vehicles upon the public streets within the Industrial Park. The off-street parking provided shall be sufficient to satisfy any zoning ordinance, regulation or rule of the City of Livonia governing parking. Parking shall be permitted within the Front Yard Setback as provided in Paragraph 8.
- B. The location and adequacy of all parking areas shall be determined and approved by the Developer in connection with its review of the Plans. The Developer shall take into consideration the intended use of the Parcel, and its suitability for other uses in determining the adequacy of proposed parking arrangements. In general, each Parcel shall provide off street parking for its employees (at least 1 space for every 2 employees in the largest expected working shift) and adequate parking for visitors.
- C. The location and adequacy of all loading and unloading areas shall be determined and approved by the Developer in connection with its review of the Plans. Loading and unloading areas shall be afforded and designed in such a manner as to permit the pickup and delivery of materials from the site by motor vehicles consisting of normal tractor and semi-trailer types,
- D. All driveways, walks, parking areas and loading areas shall be paved with concrete, asphalt or other hard surface material.

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- E. The front yard area between the street right-of-way line and the Front Yard Setback line when it abuts a parking area shall be adequately landscaped by the use of berms, trees or other similar means, as approved by the Developer.
- F. All parked and/or stored vehicles must bear a current license plate.
12. OUTDOOR STORAGE.
- A. Outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted by the Developer under such conditions as it shall deem necessary to prevent nuisance or other adverse conditions and only when such outdoor storage is necessary and incidental to the operations being carried on in the building located upon the Parcel. No storage shall be permitted on the Front Yard Setback required by Paragraph 8 and all storage shall be shielded by a fence as required by Paragraph 9 or wall approved by the Developer so as to effectively screen the view of such storage area from public streets and adjoining properties.
- B. No waste materials, rubbish, or discarded matter of any kind shall be permitted to be stored in open areas except in containers approved by the Developer, nor beyond a time reasonably required to arrange for removal. All such materials shall be screened in accordance with the City of Livonia Ordinance or requirement.
13. ANTENNAS, COMMUNICATIONS LINES AND UTILITIES LINES. No antenna, tower, dish or other radio, television, transmission or communication device shall be erected on any Parcel or Improvement for any purpose without the prior written approval of the Developer, unless and to the extent such approval is prohibited or restricted by the Telecommunications Act of 1996. In the event of Developer's approval, such antenna, tower, dish or other radio, television, transmission or communication device shall be reasonably screened from public view in a manner architecturally consistent with the Industrial Park and Improvements to which it is appurtenant as determined by Developer. All lines or wires for communication, power, sound or electrical current or other utilities servicing any Parcel or Improvement shall be constructed and maintained underground. In the event any utility service is provided to any Parcel by overhead utility lines, then building service lines and leads shall be installed underground from the overhead service to the building; except, that any parcel served with overhead utility lines from the rear of the Parcel is permitted to connect such overhead utility lines to the rear of the building only.
14. WELLS AND UTILITY CONNECTIONS. No well shall be drilled, operated, used or maintained for any purpose or reason whatsoever, whether or not to serve the Parcel, any Improvements upon the Parcel or any other parcel or property. The Parcel and any Improvements shall be connected to the water system, storm water system, sanitary sewer system and all other utility systems in the Industrial Park.
15. PROPERTY MAINTENANCE AND MAINTENANCE FEE.
- A. All Owners and Occupants of any Parcel, shall maintain all Improvements, in good and sufficient repair and shall keep the Improvements painted, the lawns cut, the shrubbery trimmed, the windows glazed and otherwise maintain the Parcels and Improvements in an aesthetically pleasing manner and in the condition approved by the Developer, reasonable wear and tear excepted.
- B. Any Improvement which is damaged by the elements, by vehicles or from fire or any other cause shall be restored and repaired as promptly as the extent of damage will permit.

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- C. Buildings within this Industrial Park which should happen to be vacant for any reason, shall be kept locked and the windows shall be secured in order to prevent the entrance thereto by vandals.
- D. In the event of the violation of any of the Restrictions set forth in this Paragraph 15, the Developer or its assigns or successors in interest shall have the right upon thirty (30) days prior written notice (or in the case of an emergency, such notice as is reasonable under the circumstances) to go upon the Parcel and Improvement to eliminate nuisance conditions, to mow lawns or trim shrubbery or do anything necessary to repair or maintain the Parcel and Improvement consistent with the Restrictions and the aesthetic standards of the Industrial Park for the benefit of the Developer and other Owners and Occupants. The cost of any such work and any cost or expense incurred by the Developer in connection with such work shall be immediately due and payable upon written notice thereof being given by the Developer to the Owner and Occupant. In the event of such violation and/or nonpayment by the Owner and/or Occupant, the Developer shall be entitled to exercise the rights and remedies provided for herein together with any other rights and remedies permitted by law. Any notice required under this Paragraph 15.D shall be addressed to the last known address of the Owners or Occupants of the Parcel and shall be deemed effective (1) upon personal delivery to the Owners or Occupants, (2) one day after delivery to a commercially recognized courier and designated for next business day delivery, (3) two days after mailing by first class, United States mail, postage prepaid, or (4) upon the date sent by telegraph, telex, telecopy, facsimile or similar electronic method.
- E. Each Owner shall pay to the Developer an annual maintenance charge in advance on the first day of January of each year commencing on January 1, 2001. The aggregated maintenance charges shall constitute a maintenance fund which may be used for improving and maintaining roadways and entranceways to the Industrial Park, for planting trees and shrubbery and the care thereof within public rights-of-way or Common Property, for collecting and disposing of garbage, ashes and rubbish, for employing watchmen, for caring for vacant Parcels (except for Parcels owned by the Developer which do not constitute Common Property), for enforcing these Restrictions, for curing any violations of these Restrictions, for maintaining, repairing or improving the Industrial Park or any part thereof or for doing of any other thing necessary or advisable in the opinion of the Developer for preserving, maintaining or improving the Industrial Park as a light industrial subdivision.
- F. The maintenance charge shall be computed at the rate of \$250 for each acre or part thereof included within the Parcel owned by each Owner with the maintenance charge for any partial acreage prorated on a square foot basis. The maintenance charge for the first year in which the Parcel is acquired from the Developer shall be prorated on the basis of the number of days remaining in the calendar year for which the maintenance fee is charged during which the Parcel will be owned by the Owner. The amount of the maintenance charge may be adjusted from time to time by the Developer, as the needs of the Industrial Park may require; The Developer shall not be obligated to pay the maintenance charge for any Property or Parcels owned by it unless the Developer builds on such Property or Parcel and uses such to conduct its business; in which event the Developer shall pay the maintenance charge for the year in which it commences conducting such business. In the event any Owner fails to timely pay any annual maintenance charge, the Developer shall be entitled to the remedies provided for herein and any remedies permitted by law.

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G. Upon the failure of any Owner to timely pay any sums assessed under Paragraph 15.D hereof or any maintenance charge assessed under Paragraph 15.E and 15.F hereof, the Developer, shall be entitled to file a lien against any and all Parcels owned by such Owner for the total amount due, for any cost or expense incurred by the Developer in connection with such amount and for any and all costs and expenses associated with collecting said sum, including actual attorneys fees. Each Owner acknowledges and agrees that the purchase of any Parcel constitutes such Owner's consent to the filing of such lien and renders the lien a consensual lien for purposes of MCLA 565.25(3)(c). The Developer, at its option, may exercise any one or more of the following remedies, either separately or simultaneously; (1) the institution of suit to collection the indebtedness due, (2) the institution of proceedings to foreclose the lien, as if the lien was a mortgage, by advertisement pursuant to MCLA 600.3201 *et. seq.*, or (3) the institution of suit to foreclose the lien, as if the lien was a mortgage, pursuant to MCLA 300.3101 *et. seq.* The rights granted herein shall be deemed in addition to and not in substitution of any remedies permitted by law. By purchasing any Parcel, the Owner thereof agrees to the terms and conditions of these Restrictions and the lien rights created hereunder. Each Owner further agrees that by said purchase and by these Restrictions, power is hereby granted by such Owner to the Developer: (1) to grant, bargain, sell, release, and convey the Parcel and any Improvements and appurtenances thereto at public auction and to execute and deliver to the Purchase or Purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to MCLA 600.3101 *et. seq.* or MCLA 600.3201 *et. seq.* or any proceedings, either in law or equity; (2) to deduct from the proceeds therefrom all sums due under this Paragraph 15, together with costs and expenses of sale, including actual attorneys fees and return the surplus, if any, to the Owner. The power of sale granted herein shall permit the sale in one or more Parcels as determined by the Developer. The Owner shall be responsible for any deficiency, if any, and such may be entered by enforced by the appropriate legal proceedings.

16. **EASEMENT RESERVATION.** The Developer does hereby reserve the right to subject the Property and any existing Parcel or Parcel created by future divisions, whether created by the Developer or any Owner to perpetual non-exclusive utility easements and rights-of-way necessary for the use, sale and development of such Property or Parcel or the Industrial Park, provided that the location of such utility easements and rights-of-way shall not prevent the reasonable use and development of such Property or Parcel. In addition to the above, easements and rights-of-way are reserved by the Developer in and over a strip of land 12 feet in width along all rear, front and side Parcel lines, wherever it may be deemed necessary for the installation or maintenance of sanitary sewers, storm sewers, water, electricity, gas, telephone, communications, drainage and other utilities deemed necessary or advisable by Developer. Use of all or any part of such easements and rights-of-way may be granted or assigned at any time hereafter by the Developer to any person, firm, governmental unit or agency or corporation furnishing any such services or such easements and rights-of-way may be release by the Developer to the Owner of the Parcel subject to such easement should Developer determine the easement is unnecessary. The Developer, its successors and assigns exercising the easement rights reserved under this Paragraph 16 shall promptly and reasonably restore the easement area and the area of ingress and egress thereto following any construction, maintenance, operation, improvement, replacement, restoration or repair of any utilities or improvements within such easements.

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17. INDUSTRIAL PARK OWNER'S ASSOCIATION.

- A. Rosati Land Development, L.L.C. the Developer of the property being developed as the Rosati Industrial Park Sub., has established the Rosati Industrial Park Sub., Owners Association, as a Michigan nonprofit corporation for a perpetual term in connection with the development of the Property
- B. The Association has been organized on a non-stock basis. The entire membership interest in the Association shall be controlled by the Developer, who shall elect the Directors of the Association until 100 percent of the total acreage represented by the Parcels in all of Rosati Industrial Park have been sold and conveyed, or such earlier time as the Developer may elect.
- C. Membership in the Association shall consist of the owners of all Parcels in all of the Rosati Industrial Park. Membership in the Association shall be mandatory upon each Owner and shall be effective upon the acquisition of any Property or Parcel by such Owner.
- D. At the time designated in Paragraph C above, ownership, operation, management and control of the Association shall be transferred to the Owners and the Association shall be deemed to be a successor or assign of the Developer. The Owners shall operate, manage and control the Association through a board of directors elected in accordance with the Bylaws of the Association, under which each Owner shall be entitled to one vote for each Parcel owned. Elections and actions by the Association shall be effected in the manner required by the Association Bylaws, including a vote of a majority of the Owners unless otherwise required by the Bylaws.
- E. The Association shall have the authority to establish rules, regulations and policies pertaining to the repair, maintenance and Improvement of the Common Property, easement areas, rights-of-way, and Industrial Park which shall be binding upon the Owners, and shall have the authority to levy assessments against the Owners in order to provide for such repair, maintenance and Improvement, operation and use.

18. LIABILITY OF ASSOCIATION AND OF OWNERS. The Association and the Owners of the Parcels in the Industrial Park, as successors to the Developer, shall be responsible for the care, maintenance, operation, inspection, repair, improvement, installation, construction and management of all of the Industrial Park and the storm drains and drainage systems and other Improvements which are the subject of any agreement or permit pursuant to these Restrictions, or a part of their maintenance obligations of Common Areas and Parcels under these Restrictions; provided, however, obligations involving a single Parcel shall be the sole responsibility of the Owner and Occupant of that Parcel. In the event the Association or the Owners of the Properties and Parcels in the Industrial Park fail or refuse to provide the necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management, then and in such even City of Livonia shall have the right to assess all costs, expenses and charges for the same against the Owners of any Parcel according to such apportionment as is set forth in the Bylaws of the Association, which is based upon the acreage owned by each Owner compared to the total acreage of the Parcels in the Industrial Park. The Association and the Owners of the Parcels, their agents, representatives, successors and assigns shall be severally, and not jointly, liable for each such Owner's proportionate share of the costs and expenses incurred by City of Livonia, together with reasonable charges for its administration, supervision and management in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drains and other Improvements which are the subject of any agreement or permit pursuant to these Restrictions. Such costs and expenses and charges shall be due and owing upon written

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demand and notice by City of Livonia to the Association at the last known address of said Association filed with the City of Livonia Clerk and to the address of the Owners as set forth on the existing tax rolls. Such written notice to be by first-class mail, postage prepaid and a proof of service of said mailing shall be evidence of City of Livonia's compliance with the notice requirement contained herein. In addition to other methods of collection, City of Livonia shall have the right to place such assessment on the municipal tax rolls of the Parcels and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of City of Livonia and the rights and remedies provided to the City of Livonia by statute, ordinance, agreement or any other provision of the Restrictions shall be preserved. Nothing in this Paragraph shall create a duty or responsibility on the City of Livonia to provide necessary care, maintenance, operation, inspection, repair, improvement, installation, construction and management of the Industrial Park storm drains and drainage systems and other Improvements which are the subject of any agreement or permit pursuant to these Restrictions unless the City of Livonia, in its sole discretion, determines it is necessary to do so.

19. **LIABILITY OF OWNER FOR HAZARDOUS SUBSTANCES.** Each Owner and Occupant of a Parcel in the Industrial Park shall be jointly and severally liable from and after the time ownership and/or occupancy is acquired for any use, generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer, production or processing of Hazardous Substances upon or in connection with each such Parcel owned or occupied by such Owner and Occupant. Hazardous Substances shall mean and include those defined as such in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601(14), hazardous wastes as defined in Section 1004(5) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6903(5) and implementing regulations, hazardous wastes as defined in the Michigan Hazardous Waste Management Act, as amended, MCL Section 299.501 *et. seq.*, extremely hazardous substances as defined in the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. Section 11001 *et. seq.* and any pollutant or other toxic or hazardous waste or substance regulated, prohibited, restricted or controlled by any Environmental Law and each Owner and Occupant shall comply with all Environmental Laws. Environmental Laws mean any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, or codes relating to environmental matters, including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Federal Hazardous Materials Transportation Act, the Toxic Substance Control Act, the State of Michigan Hazardous Waste Management Act, the State of Michigan Act 307, as amended, the State of Michigan Natural Resources and Environmental Protection Act, the State of Michigan Water Pollution Control Act, the State of Michigan Solid Waste Disposal, and any amendments or extensions thereof, and any rules, regulations, standards, requirements or guidelines issued pursuant to any of the foregoing and all other applicable environmental standards or requirements. In the event of a spill, discharge or violation of any Environmental Law, each Owner and Occupant owning and/or occupying any Parcel or Parcels upon which a spill, discharge or violation has occurred shall be liable to the Developer, all other Owners and the Association for remediation, clean-up costs and all other damages caused to any other Property, Parcel, Improvements, roads, utilities, Common Properties and ground water aquifer. The Developer and its successors or assigns shall not be liable for any claims, damages or liabilities arising under this Paragraph.

Li-44596

Pa-205

20. DURATION OF RESTRICTIONS. Each of the conditions, covenants, restrictions, and reservations set forth herein shall continue and be binding upon the Developer and upon its successors and assigns and upon each of them and all parties and all parties claiming under them until January 1, 2025, and shall automatically be continued thereafter for successive periods of 10 years each. From and after January 1, 2005, the Owners of 75 percent of the Parcels subjected to these Restrictions, based on the number of square feet owned as compared to the total area restricted, may release all or any part of the land so restricted from any one or more of said Restrictions or may change or modify any one or more of said Restrictions by executing and acknowledging an appropriate agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds, Wayne County, Michigan. Any change in the Restrictions shall not operate to prohibit any use theretofore carried on lawfully and in accordance with these Restrictions with respect to any Owner not joining in the execution of said amendment. No provision of the Restrictions which specifically applies to or grants rights to the City of Livonia shall be released, changed or modified without the express written consent of the City of Livonia.
21. INTERPRETATION OF RESTRICTIONS. It is specifically provided, and the acceptance by any person of title to any Parcel in the Industrial Park shall constitute the agreement of such person, that in the event of disagreement as to the precise meaning of any term contained herein that the interpretation of the Developer, or its successor in interest, including the Association provided for a Paragraph 17 hereof, shall be final and binding upon all Owners and Occupants. It is specifically provided and agreed that the usual rule requiring written documents to be construed against the party preparing such documents shall not apply to the Restrictions.
22. ENFORCEMENT. All of the provisions of these Restrictions shall be specifically enforceable and the Developer shall have the first right to seek such enforcement, but shall have no liability for its failure to do so. In the event the Developer fails to seek the enforcement of these Restrictions within 30 days after a written request from any Owner, then the Association shall have the seconds right to seek such enforcement unless the Developer has granted a variance pursuant to Paragraph 27 hereof. In the event the Association fails to enforce these Restrictions within 15 days after written request by any Owner, such Owner or any other Owner or Owners shall have the right to enforce these Restrictions unless the Developer has granted a variance pursuant to Paragraph 27 hereof. All rights of enforcement hereunder shall include the right to sue for specific performance, including legal actions for damages, together with all other rights and remedies permitted by law. The failure of the Developer or Association to enforce any of these Restrictions at the time of the violation shall in no event be deemed to be a waiver of the right to enforce such as to any continuing or subsequent violation.
23. INTEREST AND ATTORNEYS FEES. Upon the failure of any Owner to timely pay any sums, of any nature whatsoever, for which the Owner has liability under these Restrictions, the Owner shall pay such sums together with interest thereon at a rate equal to the sum to the then prevailing "Prime Interest Rate" (as defined herein) plus five (5%) percent from the date such sum was due until the date of payment. The "Prime Interest Rate" for purposes of these Restrictions shall mean the rate of interest as published in the Wall Street Journal or other similar business journal as the "Prime Interest Rate." The "Prime Interest Rate" shall be determined as of the date such sum was due. If the Wall Street Journal or other similar business journal ceases to publish its "Prime Interest Rate," the most comparable interest rate to that known as the "Prime Interest Rate" shall be used. In the event of any action or proceeding to enforce these Restrictions, the Owner shall pay the reasonable attorneys fees incurred by the Developer, Association or other owner permitted to enforce these Restrictions.

Li-44596

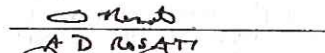
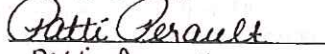
Pa-206

24. **BINDING EFFECT.** The covenants set forth herein shall run with the land and bind the Property and each Parcel, and all persons owning, occupying, using or otherwise having an interest therein, their heirs, successors and assigns, and all parties claiming by, through or under them, with each of them agreeing to conform to and observe these Restrictions.
25. **AMENDMENT OF RESTRICTIONS.** The Developer shall have the right, on one or more occasions, to amend these Restrictions for the purpose of deleting, modifying, altering or supplementing the Restrictions, provided that the Developer shall not amend these Restrictions in a manner which would prevent the continued use of an existing building or structure for the use or operation previously approved by the Developer. The Amendment describing the deletion, modification, alteration or supplement shall be signed by the Developer and recorded with the Wayne County Register of Deeds. No provision of the Restrictions which specifically applies to or grants rights to the City of Livonia shall be amended without the express written consent of the City of Livonia.
26. **SEVERABILITY.** In the event any one or more of the Restrictions are declared invalid by a final decree of a Court of competent jurisdiction from which no further appeal may be taken, such Restriction or Restrictions shall be deemed severed and deleted from these Restrictions and all remaining Restrictions shall be preserved and continue in full force and effect.
27. **GOVERNING LAW.** These Restrictions shall be governed by and interpreted in accordance with the Laws of the State of Michigan. Any laws, ordinances, restrictions, rules or regulations of the City of Livonia which are more stringent than the Restrictions shall apply to the Parcels and be complied with by all Owners.

ROSATI LAND DEVELOPMENT, L.L.C.
A Michigan Limited Liability Company


ENRICO ROSATI, Managing Member

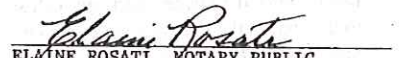
WITNESSES:


A D ROSATI

Patti Perault

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 6th day of December, 2005, the foregoing Building and Use Restrictions for Rosati Industrial Park Sub.were acknowledged before me by Enrico Rosati, the Managing Member of Rosati Land Development, L.L.C., a Michigan Limited Liability Company.

ELAINE ROSATI
Notary Public, Oakland County, MI
My Commission Expires Aug. 12, 2007


ELAINE ROSATI, NOTARY PUBLIC
Acting in Oakland County
My Commission Expires August 12, 2007

Prepared by:
Anthony D. Rosati (P19610)
7115 Orchard Lake Rd. Ste. 140
West Bloomfield, MI 48322
(248) 737-4884

When Recorded Return to Drafter

LI-44596

Pa-207

EXHIBIT 'A'

Rosati Industrial Park a subdivision of part of the S.E. $\frac{1}{4}$ and S.W. $\frac{1}{4}$ of Section 28, T.1 S., R.9 E. City of Livonia, Wayne County, Michigan, more particularly described as beginning at a point distant South 88 degrees 17 minutes 20 seconds East 1039.42 feet, along the East and West $\frac{1}{4}$ line of said Section 28 and South 01 degrees 23 minutes 38 seconds East 49.50 feet from the West $\frac{1}{4}$ corner of said Section 28, and proceeding thence South 88 degrees 17 minutes 20 seconds East 1286.01 feet, along the South line of C & O Railroad right-of-way, 99 feet wide; thence South 00 degrees 54 minutes 55 seconds West 401.91 feet; thence South 88 degrees 47 minutes 30 seconds East 745.26 feet; thence South 15 degrees 05 minutes 04 seconds West 67.98 feet, (recorded as South 15 degrees 03 minutes 10 seconds West), along the Westerly right-of-way line of Stark Road, variable width, thence North 88 degrees 47 minutes 30 seconds West 728.61 feet, along the North line of Alden Village, as recorded in Liber 66, Page 78, WCR; thence North 99 degrees 54 minutes 55 seconds East 1.15 feet; thence North 88 degrees 50 minutes 27 seconds West 149.18 feet; thence South 01 degrees 22 minutes 09 seconds West 1.02 feet; thence North 88 degrees 47 minutes 30 seconds West 1140.71 feet; thence North 01 degrees 23 minutes 38 seconds East 479.19 feet to the point of beginning.

Containing 15.11 Acres.



RAGON DEVELOPMENT

ATI AVENUE
NIA, MI 48150
EMBER 7, 2023

1) VIEW FROM ROSATI AVE

AZD associat
architect
ph. 248-540-6009



RAGON DEVELOPMENT

ATI AVENUE
NIA, MI 48150
EMBER 7, 2023

2) VIEW FROM ROSATI AVE

AZD associati
architects
ph. 248-540-6009

2023-09-25



CITY OF LIVONIA

INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

BASED ON NONCONFORMITY TO LIVONIA ORDINANCE

Applicant DONER DEVELOPMENT Address 32400 TELEGRAPH #205, RINGHAM FARMS, MI
Owner RON EMLING Address 28400 FIVE MILE ROAD, MI 48239
Lessee TRUE WORLD FOODS Address 11876 REDON CT., LIVONIA, MI 48150
Location NORTH Side of 34430/34 ROSATI Street
Between STARK (34434) / (34430) And WEST END
Lot No./Parcel No. 111-03-0009-000 / 111-03-0010-000 Subdivision ROSATI INDUSTRIAL
Zoning District M-1 Map No. SW28 Lot Size ACREAGE Alley —
Present Use INDUSTRIAL Proposed Use SAME
Present Building Size VACANT Proposed Building Size + 52,835 SQ FT
Present Height of Building VACANT Proposed Height ONE STORY
Allowable Lot Coverage — Proposed Lot Coverage —

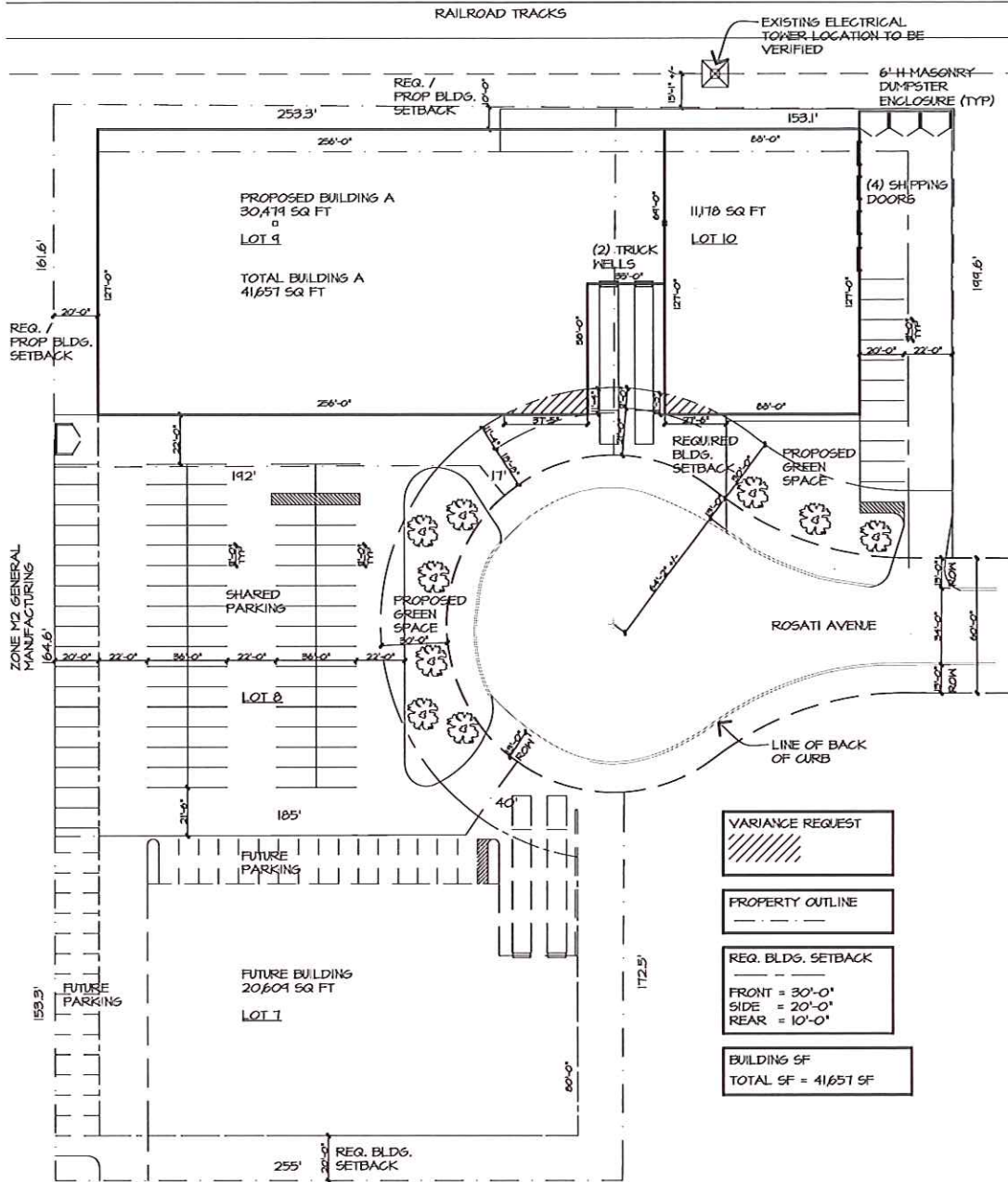
Proposal SEEKING TO ERECT AN INDUSTRIAL BUILDING ON INDUSTRIAL PROPERTIES RESULTING IN DEFICIENT FRONT YARD SET BACK, DEFICIENT LANDSCAPING FOR PARKING AREAS OVER 40 SPACES. ALSO, THE TRUCK LOADING/UNLOADING DOCKS ARE LOCATED IN THE FRONT YARD SET BACK WHICH IS NOT ALLOWED. LOTS 8, 9 AND 10 NEED TO BE COMBINED INTO ONE PARCEL. A CROSS PARKING/ACCESS AGREEMENT IS REQUIRED BETWEEN LOT 7 AND LOTS 8-10.

Reason for Rejection ZONING ORDINANCE, SECTION 4.03(n)ii, 7.08, 9.08(4), 10.03(2)B(i-vii)
Deficient Side Yard 4.03(n)ii Deficient Front Yard 20 FEET Deficient 10.03(2)B(i-vii), 10.03(3) LANDSCAPE
Deficient Lot Area 7.08 COMBINE PROPERTIES Deficient Lot Area per Room — Encroachment —
Excessive Lot Coverage — Excessive Height — Increasing No. Units —
9.08(4) Prohibited TRUCK DOCK Deficient Parking Spaces — Increasing Area and Bulk —

Remarks —

Plans and Application examined by Ryo Date AUGUST 14, 2023
ZONING EXAMINER

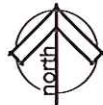
Exhibit B



ZONE RUF RURAL
URBAN FARM

AZD associates
architects

6905 telegraph rd. suite 230
bloomfield hills, mi 48302-2010
ph. 248-540-6009
www.azdarch.com
08-7-2023



SITE PLAN G3.2 C

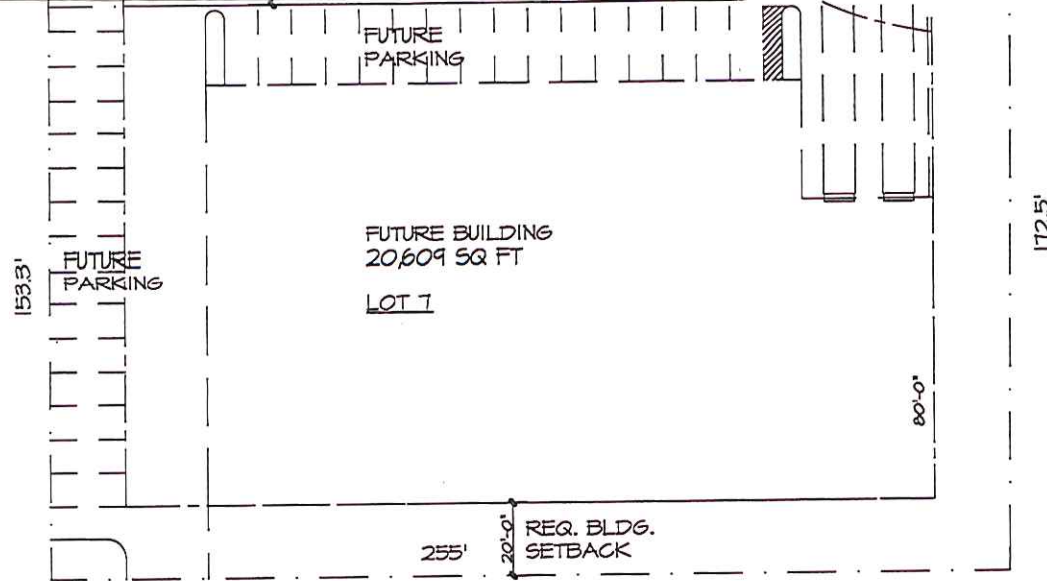
SCALE:

1"=50'-0"

PARAGON DEVELOPMENT
ZONING M-1
LOTS 7,8,9&10

ROSATI DR
LIVONIA, MI

*FRONT YARD GREEN SPACE TO BE
VERIFIED W CITY
*STORM WATER MANAGEMENT TO BE
VERIFIED W CIVIL ENG/ CITY
*PARKING TO BE VERIFIED PER
EXACT INDUSTRIAL USE
*CROSS ACCESS PARKING / DRIVE
AGREEMENTS TO BE DEVELOPED



PROPERTY OUTLINE

REQ. BLDG. SETBACK

FRONT = 30'-0"
SIDE = 20'-0"
REAR = 10'-0"

BUILDING SF

TOTAL SF = 41,657 SF

ZONE RUF RURAL
URBAN FARM

AZD associates
architects

6905 telegraph rd. suite 230
bloomfield hills, mi 48302-2010
ph. 248-540-6009
www.azdarch.com
08-7-2023



SITE PLAN G3.2 C

SCALE:

1"=50'-0"

PARAGON DEVELOPMENT
ZONING M-1
LOTS 7,8,9&10

ROSATI DR
LIVONIA, MI

*FRONT YARD GREEN SPACE TO BE
VERIFIED W/ CITY
*STORM WATER MANAGEMENT TO BE
VERIFIED W/ CIVIL ENG/ CITY
*PARKING TO BE VERIFIED PER
EXACT INDUSTRIAL USE
*CROSS ACCESS PARKING / DRIVE
AGREEMENTS TO BE DEVELOPED

ROSATI INDUSTRIAL PARK

A SUBDIVISION OF PART OF THE S.E. 1/4 AND S.W. 1/4 OF SECTION 28, T.1 S., R.9 E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

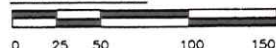


PLAT LEGEND

All dimensions are shown in feet.
All curvilinear dimensions are shown along the arc.
(R.) Denotes radial lot lines.
(NR) Denotes nonradial lot lines.
All lot markers are 1/2" diameter steel bars 18" long, identification caps not used.

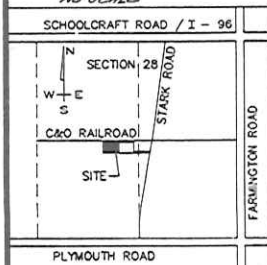
The symbol "o" indicates a set concrete monument consisting of a 1/2" diameter, steel bar, encased in 4" diameter concrete cylinder 3' long.
Bearings are based on the west line of "Belden Industrial Park" as recorded in L. 101, P. 99 & 100

SCALE: 1" = 50'



VICINITY MAP

NO SCALE



LOT 12
BURTON & SHARE WESTSIDE
INDUSTRIAL SUB. LIBER 92, PAGES 8 & 9

LOT 800
SUPERVISOR'S LIVONIA PLAT NO.14
LIBER 70, PAGE 69

UNPLATTED

UNPLATTED

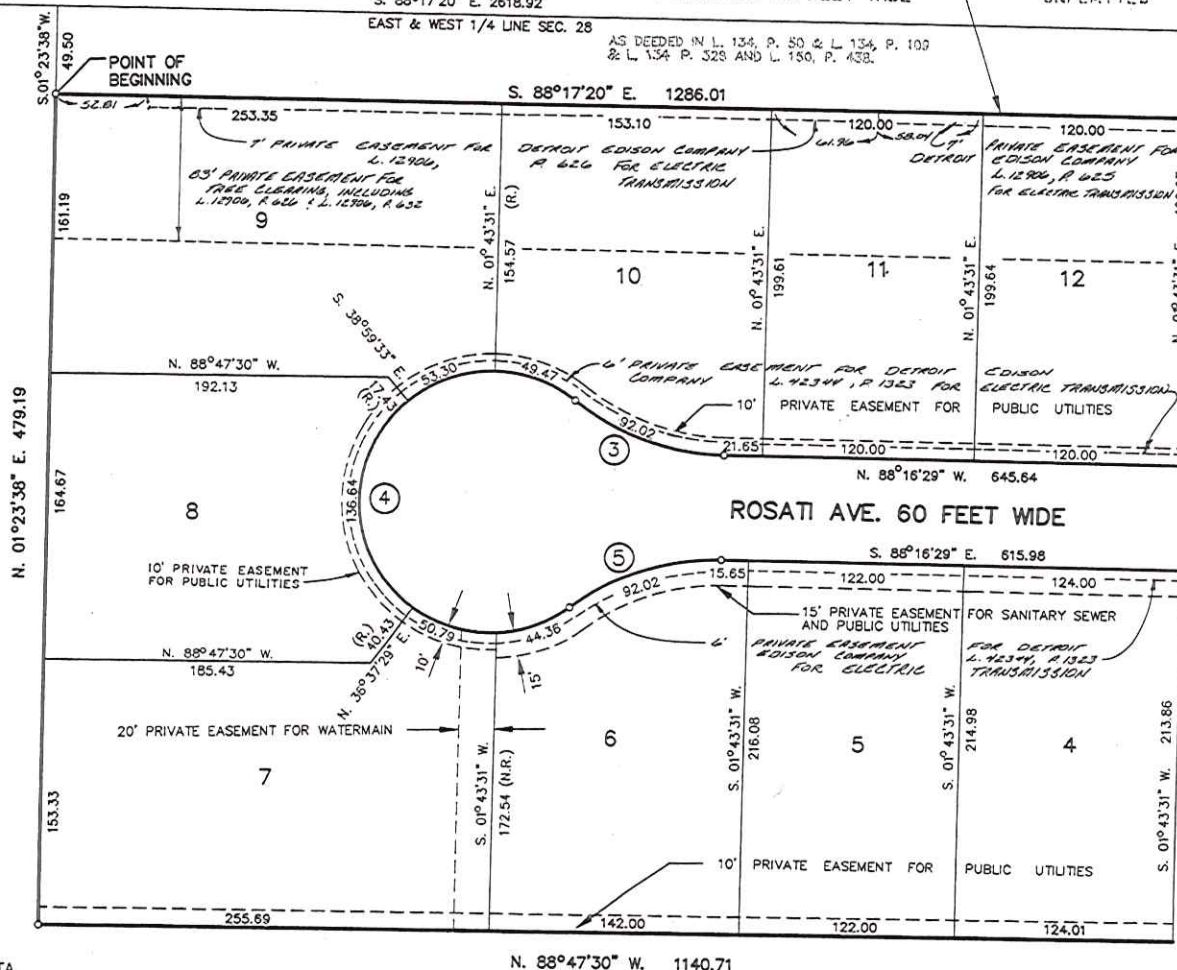
WEST 1/4 CORNER
SEC. 28, T.1 S., R.9 E.
L. 36733, P. 540-541

S. 88°17'20" E. 1039.42

S. 88°17'20" E. 2618.92
EAST & WEST 1/4 LINE SEC. 28

AS DECEDED IN L. 134, P. 50 & L. 134, P. 109
& L. 134, P. 328 AND L. 150, P. 438.

CENTER SEC. 28
T.1 S., R.9 E.
L. 43709, P. 45



CURVE DATA

No.	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD
3	139.50	92.02	37°47'42"	S. 69°22'38" E.	90.36
4	75.00	334.56	255°35'23"	S. 01°43'31" W.	118.53
5	139.50	92.02	37°47'42"	N. 72°49'41" E.	90.36

67911



William L. Roskelly
WILLIAM L. ROSKELLY
Professional Land Surveyor
No. 10705, President of:
BASNEY & SMITH, INC.
33177 Schoolcraft Road
Livonia, Michigan 48150

ROSATI INDUSTRIAL PARK

A SUBDIVISION OF PART OF THE S.E. 1/4 AND S.W. 1/4 OF SECTION 28, T.1 S., R.9 E.

CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

SUPERVISOR'S LIVONIA PLAT NO. 14
LIBER 70, PAGE 69

LOT 800

C & O RAILROAD 99 FEET WIDE

AS DECEDED IN L. 134, P. 50 & L. 134, P. 109
& L. 134, P. 328 AND L. 150, P. 438.WEST 1/4 CORNER
SEC. 28, T.1 S., R.9 E.
L. 36933 P. 540-541

S. 88°17'20" E. 2618.92

EAST & WEST 1/4 LINE SEC. 28

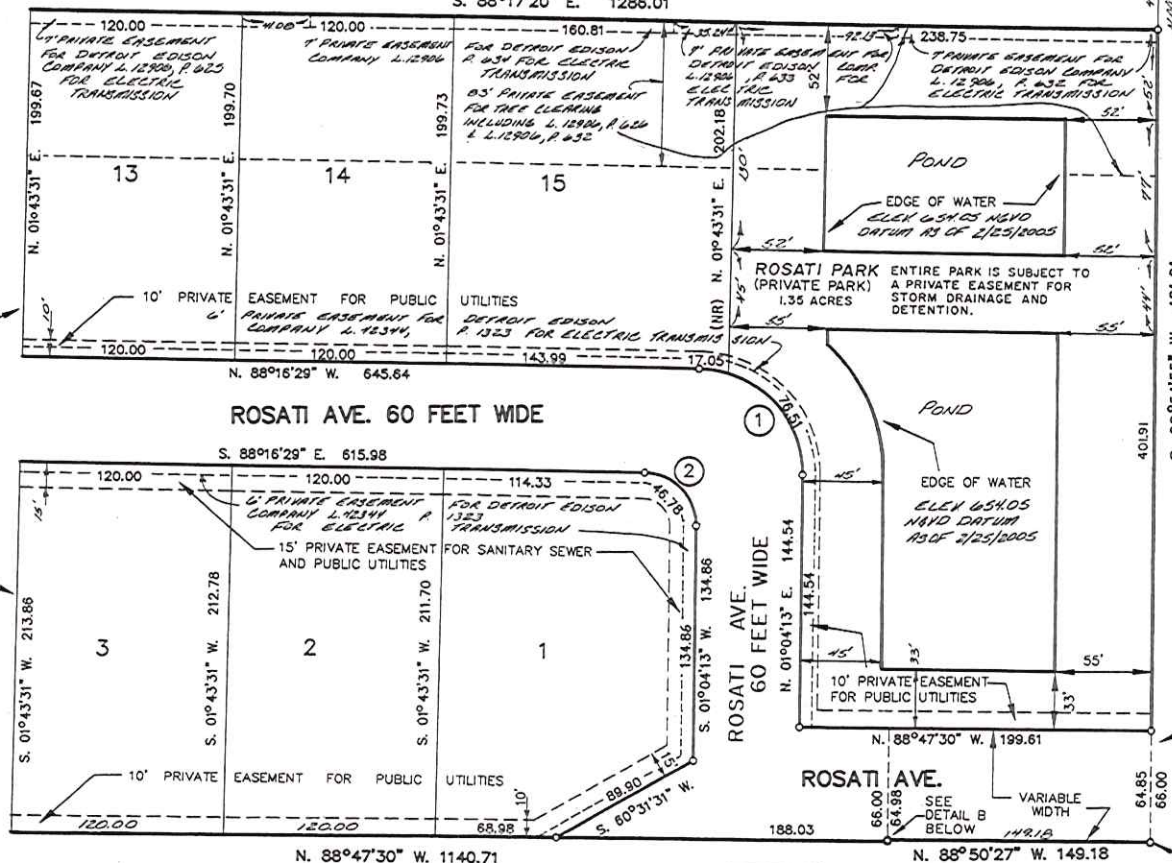
UNPLATTED

S. 88°17'20" E. 1286.01

PLAT LEGEND

All dimensions are shown in feet.
All curvilinear dimensions are shown along the arc.
(R) Denotes radial lot lines.
(NR) Denotes nonradial lot lines.
All lot markers are 1/2" diameter steel bars 18" long, identification caps not used, consisting of a 1/2" diameter steel bar encased in a 4" diameter concrete cylinder.
The symbol "O" indicates a set concrete monument consisting of a 1/2" diameter, steel bar, encased in 4" diameter concrete cylinder 3' long.
Bearings are based on the west line of Belden Industrial Park as recorded in L. 101, P. 99 & 100.

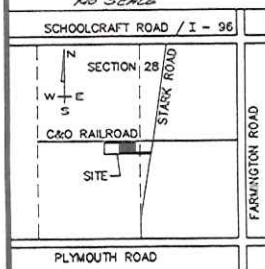
MATCH LINE SEE SHEET 1

CENTER SEC. 28
T.1 S., R.9 E.
L. 43709 P. 45

UNPLATTED

MATCH LINE SEE SHEET 3

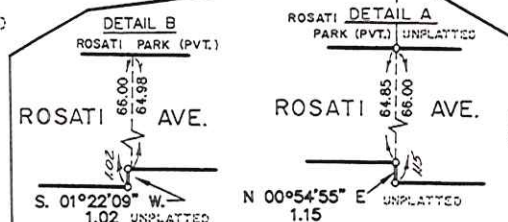
SCALE: 1" = 50'

VICINITY MAP
NO SCALE

CURVE DATA

No.	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD
1	60.00	93.56	89°20'42"	S 43°36'08" E	84.37
2	30.00	46.78	89°20'42"	S 43°36'08" E	42.18

UNPLATTED

DETAILS
SCALE: 1" = 5'

WILLIAM L. ROSKELLY
Professional Land Surveyor
No. 10705, President of:
BASNEY & SMITH, INC.
33177 Schoolcraft Road
Livonia, Michigan 48150

67911

ROSATI INDUSTRIAL PARK

A SUBDIVISION OF PART OF THE S.E. 1/4 AND S.W. 1/4 OF SECTION 28, T.1 S., R.9 E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

PLAT LEGEND

All dimensions are shown in feet.
All curvilinear dimensions are shown along the arc.
(R.) Denotes radial lot lines.
(NR) Denotes nonradial lot lines.
All lot markers are 1/2" diameter steel bars
18" long, identification caps not used,
consisting of a 1/2" diameter steel bar encased
in a 4" diameter concrete cylinder.
The symbol "O" indicates a set concrete
monument consisting of a 1/2" diameter,
steel bar, encased in 4" diameter concrete
cylinder 3' long.
Bearings are based on the west line of "Belden
Industrial Park" as recorded in L. 101, P. 99 & 100.



WEST 1/4 CORNER
SEC. 28, T.1 S., R.9 E.
L. 36933 P. 540-541

S. 88°17'20" E. 2618.92
EAST & WEST 1/4 LINE SEC. 28

CENTER SEC. 28,
T.1 S., R.9 E.
L. 43709 P. 45

MATCH LINE SEE SHEET 2

UNPLATTED

S. 01°04'32" W. 2618.01
NORTH & SOUTH 1/4 LINE SEC. 28
448.83

ROSATI AVENUE 66 FEET WIDE

292.62
292.43
S. 38°47'30" E. 745.26
452.64
S. 01°04'32" W. 66.00
66.00
N. 88°47'30" W. 728.61
436.18

UNPLATTED

106

107

108

109

112

ALDEN VILLAGE SUBDIVISION L.66, P.78

67911

SOUTH 1/4 CORNER
SEC. 28, T.1 S., R.9 E.
L. 29356 P. 553-554

DETAIL A
SCALE: 1" = 5'

N 00°54'55" E 1.15
UNPLATTED

ROSATI
PARK
(PVT.)

AVE.



William L. Roskelly
Professional Land Surveyor
No. 10705, President of:
BASNEY & SMITH, INC.
33177 Schoolcraft Road
Livonia, Michigan 48150

CONCORD
ROAD
60 FEET WIDE

STARK ROAD
100 FEET WIDE

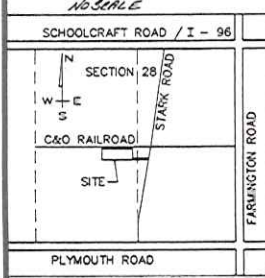
STARK ROAD
VARIABLE WIDTH

113

114

ALDEN VILLAGE SUBDIVISION L.66, P.78

VICINITY MAP NO SCALE



SCALE: 1" = 50'

0 25 50 100 150

ROSATI INDUSTRIAL PARK

A SUBDIVISION OF PART OF THE S.E. 1/4 AND S.W. 1/4 OF SECTION 28, T.1 S., R.9 E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE
I, William L. Roskelly, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat described as follows: Rosati Industrial Park a subdivision of part of the S.E. 1/4 and S.W. 1/4 of Section 28, T.1 S., R.9 E., City of Livonia, Wayne County, Michigan, more particularly described as beginning at a point distant South 88 degrees 17 minutes 20 seconds East 1039.42 feet,

along the E. & W. 1/4 line of said Section 28, and South 01 degrees 23 minutes 38 seconds East 49.50 feet from the West 1/4 corner of said Section 28, and proceeding thence South 88 degrees 17 minutes 20 seconds East 1286.01 feet, along the South line of the C. & O Railroad right-of-way, 189.7 feet wide; thence South 00 degrees 54 minutes 55 seconds West 401.91 feet; thence South 88 degrees 47 minutes 30 seconds East 745.26 feet; thence South 15 degrees 05 minutes 04 seconds West 67.98 feet, (recorded as South 15 degrees 03 minutes 10 seconds West), along the ~~WESTERLY~~ RIGHT-OF-WAY LINE OF STARK ROAD, VARIABLE WIDTH,

thence North 88 degrees 47 minutes 30 seconds West 728.61 feet, along the North line of Alden Village, as recorded in Liber 66 Page 78, Wayne County Records; thence North 00 degrees 54 minutes 55 seconds East 1.15 feet; thence North 88 degrees 50 minutes 27 seconds West 149.18 feet; thence South 01 degrees 22 minutes 09 seconds West 1.02 feet; thence North 88 degrees 47 minutes 30 seconds West 1140.71 feet; thence North 01 degrees 23 minutes 38 seconds East 479.19 feet to the point of beginning.

Comprising 15 Lots, numbered 1-15, inclusive, and 1 private park, containing 15.11 ACRES.

That I have made such survey, land-division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

Date

William L. Roskelly
William L. Roskelly, Professional
Land Surveyor No. 10705
President of Bosney & Smith, Inc.
33177 Schoolcraft
Livonia, MI 48150



PROPRIETOR'S CERTIFICATE-INDIVIDUALS

WE AS PROPRIETORS, CERTIFY THAT WE CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE ROADS ARE FOR THE USE OF THE PUBLIC, THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT AND ROSATI PARK A PRIVATE PARK FOR THE USE OF THE LOT OWNERS OF THIS PLAT.

Rita Rosati
RITA ROSATI
18845 GARY LANE
LIVONIA, MI. 48152

Enrico Rosati
ENRICO ROSATI
18845 GARY LANE
LIVONIA, MI. 48152

PROPRIETOR'S CERTIFICATE - LIMITED LIABILITY COMPANY

Rosati Land Development, L.L.C. a Michigan Limited Liability Company, duly organized and existing under the laws of the State of Michigan by ENRICO ROSATI manager as proprietor, has caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the roads are for the use of the public; that the public utility easements are private easements and that all other easements are for the uses shown on the plat, AND ROSATI PARK, A PRIVATE PARK FOR THE USE OF THE LOT OWNERS OF THIS PLAT.

WITNESSES

John C. Roman
John C. Roman

John Roman
John Roman

By Enrico Rosati
Enrico Rosati, manager,
Rosati Land Development, L.L.C.
a Michigan Limited Liability Company
1112 Baker Court
Troy, Michigan 48063
ID NO 810536
FORMATION DATE 9-20-2002

STATE OF MICHIGAN } S.S.
WAYNE COUNTY

Personally came before me this 2nd day of May, 2005, the above named Enrico Rosati, manager of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such manager of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such manager as the free act and deed of said Limited Liability Company, by its authority.

My Commission expires:

10-24-2005

James L. Schultz
James L. Schultz
Notary Public, Wayne County, Michigan
ACTING IN THE COUNTY OF WAYNE

PROPRIETOR'S CERTIFICATE-LIMITED LIABILITY COMPANY

TECH MAG, L.L.C. A MICHIGAN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY DARRYL S. ROGERS, MEMBER AS PROPRIETOR HAS CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE ROADS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT AND ROSATI PARK A PRIVATE PARK FOR THE USE OF THE LOT OWNERS OF THIS PLAT.

By Darryl S. Rogers, MEMBER OF
TECH MAG, L.L.C. A MICHIGAN LIMITED LIABILITY COMPANY
29621 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48034
ID NUMBER: 85248F, FORMATION DATE: 8/22/2002

ACKNOWLEDGMENT

STATE OF MICHIGAN } S.S.
WAYNE COUNTY

PERSONALLY CAME BEFORE ME THIS 2ND DAY OF MARCH, 2006, THE ABOVE NAMED DARRYL S. ROGERS, MEMBER OF THE ABOVE NAMED LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBER OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

MY COMMISSION EXPIRES:

10-24-2011

James L. Schultz
JAMES L. SCHULTZ
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN
ACTING IN WAYNE COUNTY

ACKNOWLEDGMENT

STATE OF MICHIGAN } S.S.
WAYNE COUNTY

PERSONALLY CAME BEFORE ME THIS 2ND DAY OF MARCH, 2006, THE ABOVE NAMED ENRICO ROSATI AND RITA ROSATI, HIS WIFE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THEIR FREE ACT AND DEED.

MY COMMISSION EXPIRES:

10-24-2011

James L. Schultz
JAMES L. SCHULTZ
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN
ACTING IN WAYNE COUNTY

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding MAY 12, 2005, involving the lands included in this plat.

Raymond J. Wojtowicz
Raymond J. Wojtowicz, Wayne County Treasurer

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on MAY 16, 2005, as complying with Section 192 of Act 288, P.A. 1967, and the applicable rules and regulations published by my office in the County of Wayne.

Paul L. Haise
PAUL L. HAISE, Director
Division of Public Works
Department of Environment

CERTIFIED TRUE COPY OF
RECORDED PLAT
BY DEPARTMENT OF LABOR
AND ECONOMIC GROWTH

By Maynard R. Dyer
MAYNARD R. DYER, P.S., DIRECTOR
OFFICE OF LAND SURVEY
AND REMONUMENTATION

DATE 5-19-2006

CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the City Council of the City of Livonia at the meeting held AUGUST 15, 2005, and was reviewed and found to be in compliance with Act 288, P.A. 1967 that adequate surety has been deposited with the Clerk for placing of monuments and lot markers within a reasonable length of time, not to exceed one year from the above date, that public water and public sewer services have been installed and are ready for connection within the plat.

Val Vandersloot
VAL VANDERSLOOT City Clerk

COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Wayne County Plat Board on DECEMBER 8, 2005, as being in compliance with all of the provisions of Act 288, P.A. 1967, and the Plat Boards applicable rules and regulations.

Cathy M. Garrett
Bernard J. Youngblood
Chairman, Register of Deeds
Cathy M. Garrett, County Clerk

Norman C. Dupuis
Norman C. Dupuis, P.S. Plat Engineer
Raymond J. Wojtowicz
Raymond J. Wojtowicz, County Treasurer

RECORDING CERTIFICATE

State of Michigan)
County of Wayne)
This plat was received for record on the 1st day of May, 2006, at 9:00 a.m. and recorded in Liber 122 of Plots, Pages 63-66.

151
Bernard J. Youngblood, Register of Deeds

67911

REF: DEFICIENT FRONT YARD SET BACK AND FRONT YARD TRUCK WELLS

TECH AND MANUFACTURING

CSX RAILROAD

PLYMOUTH ROAD

300 150 0 300 Feet

FUTURE LAND USE PLAN

**CITY OF LIVONIA
ZONING BOARD OF APPEALS
October 10, 2023 – 7:00 p.m.
Livonia City Hall – Auditorium (1st floor)
33000 Civic Center Drive, Livonia, MI**

1. APPEAL CASE NO. 2023-09-22, Steven Ray, 31041 Six Mile Rd.:

Seeking to erect an additional accessory building (30'x50') on property resulting in excess number of accessory building and total building area.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

2. APPEAL CASE NO. 2023-09-23, Phil Kupras, 16023 Merriman Rd:

Seeking to construct two separate additions on the rear of an existing dwelling, resulting in a deficient rear yard setback.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

3. APPEAL CASE NO. 2023-09-24, Souad Massoud, 37437 Lancaster St:

Seeking to erect an accessory building within the side yard, also the corner side yard setback, which is not allowed. The slab and rat wall have been placed without permits. Accessory building must be located in the rear yard, not in the side yard or within the corner side street setback.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

4. APPEAL CASE NO. 2023-09-25, Dover Development on behalf of Ron Emling,

34430 and 34434 Rosati: seeking to erect an industrial building on industrial properties resulting in deficient front yard setback, deficient landscaping for parking areas over 40 spaces. Also, the truck loading/unloading docs are located in the front yard setback, which is not allowed. Lots 8, 9 and 10 need to be combined into one parcel. A cross parking/access agreement is required between lot 7 and lots 8-10.

FUTURE LAND USE PLAN (FLUP): TECH AND MANUFACTURING