

**CONFIDENTIAL MARKET VALUE APPRAISAL REPORT**  
**FOR THE**  
**MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**  
**REAL ESTATE DIVISION**



*Aerial View of Subject*

<b>PROPERTY APPRAISED:</b>	<b>40.97± Acres of Vacant Land Chocolay Township, Marquette County, Michigan</b>
<b>INTEREST APPRAISED:</b>	<b>Fee Simple Estate</b>
<b>APPRAISER:</b>	<b>Robert J. Vertalka, MAI, SRA, JD 714 Edgemont Boulevard Lansing, Michigan 48917 517.321.1455</b>
<b>EFFECTIVE DATE OF SITE VISIT, VALUATION, AND REPORT:</b>	<b>October 13, 2020 (Site Visit) December 3, 2020 (Valuation &amp; Report)</b>

***Vertalka & Vertalka, Inc.***  
Residential & Commercial Real Estate Appraisers

# *Vertalka & Vertalka, Inc.*

Residential & Commercial Real Estate Appraisers  
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Lansing, Michigan 48917  
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517.321.1455

December 3, 2020

Michigan Department of Technology, Management & Budget  
3111 West St. Joseph Street  
Lansing, Michigan

Attn: Mr. David Arking  
Real Estate Division  
Michigan Dept. of Technology, Management & Budget

***Re: 40.97± Acres of Vacant Land, Section 35, T47N, R24W  
Chocolay Township, Marquette County, Michigan***

Dear Sir:

Pursuant to your request, we have personally visited the site and appraised the above referenced property. The purpose of our site visit and appraisal is to estimate the market value of the fee simple estate interest of the property.

The subject is 40.97± acres of vacant land as referenced in the survey and legal as provided by the State of Michigan on pages A-27 and A-28 of the addendum.

The site is currently zoned "State Land" District but surrounded by "AF"-Agricultural/Forestry District land (see zoning map on page A-30 of the addendum). The "AF"-Agricultural/Forestry District uses represent the highest and best use of the property as recreational land use.

The subject is located on the east side of West Branch Road (County Road 545), south of US Highway 41, and north of Heidtman Road in Section 35, Town 47 North, Range 24 West, Chocolay Township, Marquette County, Michigan.

The subject has a 33-foot wide access drive (two track) from West Branch Road. The access drive extends east 1,325.58 feet (0.25± mile) and opens into a generally square shaped, 40± acre parcel of land. We note that the subject does not have access from Foster Creek Road to the east. The subject falls 51.4 feet short of the closest point to the centerline of Foster Creek Road (see top of survey on page A-27 of the addendum).

The main parcel itself, is a mix of wooded, wet land area along the east side of the property, that then opens into a rolling pastureland, with ravines, and then into a small cropland area as depicted on the cover page.

This letter is part of a market value appraisal report which describes the method of valuation, and contains the necessary data gathered. This report conforms to the requirements of the professional organizations to which we belong, the Uniform Standards of Professional Appraisal Practice, and the Michigan Department of Technology, Management & Budget Department appraisal requirements and nondisclosure agreement.

Certain Assumptions, Limiting Conditions, Extraordinary Assumption, and Hypothetical Condition are attached hereto and made a part hereof.

*An extraordinary assumption is “an assignment-specific assumption as of the effective date (of the appraisal) regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. (USPAP 2020-2021 Edition page 4).*

*We have made the extraordinary assumption that the impact of COVID-19, with its impact on the market not yet fully known, will be limited to the short term and will not impact the subject’s long-term value. If not, our valuation conclusion may be subject to change.*

*A Hypothetical Condition is defined as: “A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.” (USPAP 2020-2021 Edition page 4).*

*We have appraised the subject under the hypothetical condition that the land lease referenced on page A-34 of the addendum does not exist.*

After considering the market factors which influence the value of the property, it is our opinion that as of the 3rd day of December 2020 the market value of the Fee Simple Estate interest in subject property is:

**THIRTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS**

**(\$37,700).**

We further certify that this valuation conclusion is not based on a minimum valuation, a specific valuation, a value within a range, or the approval of a loan.

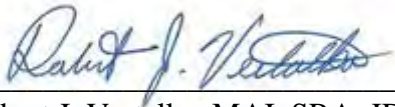
It is our opinion that a sale of these rights could be effectuated within 12 to 24 months at the appraised value herein.

We are competent to perform this appraisal under the Competency Provision of USPAP by our experience, education, and training, and our license has not been suspended, revoked, or modified in any way.

DTMB – Real Estate Division  
December 3, 2020  
Page Three

We have not performed any services, as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Respectfully submitted,



---

Robert J. Vertalka, MAI, SRA, JD  
State Certified General Appraiser  
License No. 1201000669  
Expiration Date: 7/31/2022

<p><i>This report has been digitally signed. This signature was made to authenticate this document.</i></p>
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File No: 7170-20 rjv

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### **ASSUMPTIONS AND LIMITING CONDITIONS**

Acceptance of and/or use of this report constitutes agreement of the following assumptions, limiting conditions, extraordinary assumptions, and a hypothetical condition that can affect the assignment results; these can only be modified by written documents executed by both parties. This appraisal is to be used only for the purpose herein stated and no other.

The Appraiser assumes:

1. That the legal descriptions furnished are correct.
2. That the title of the property is good.
3. That there are no encumbrances or defects of title other than those which may be mentioned in this report.
4. That the property will be efficiently managed and properly maintained.
5. That the property is free and clear of all liens.
6. That the values described in this report are based on the current condition of the real estate market and the present supply and demand for the properties of this type.

This report is submitted subject to the following contingent conditions:

1. That no guarantee or warranty is made as to the correctness of estimates or opinions furnished by others and used in making this appraisal.
2. That no liability is assumed on account of inaccuracies or errors in such estimates or opinions.
3. That no liability is assumed on matters of a legal character affecting the property, such as title defects, overlapping boundaries, taxes, liens, encumbrances, etc.
4. That the distribution of the total valuation between land and improvements applies only under the program of utilization, and conditions stated in this report, and is invalidated under other programs of utilization or conditions or if used in making a summation appraisal.
5. That no survey was made of the property and that sketches, plat, and aerial maps, etc., in the appraisal report are for explanation purposes only.
6. That no right is given to publish this report, or any part thereof, without the consent of the maker.
7. Neither all, nor any part, of the contents of this report will be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser, or firm with which they are connected. This report is restricted for use by the client and intended user stated herein only.

**ASSUMPTIONS AND LIMITING CONDITIONS (continued)**

8. That there will be no court testimony or attendance in court by reason of this appraisal with reference to the property in question, unless prior written arrangements have been made.
9. The existence of potentially hazardous material used in the construction, or maintenance of the property, and/or the presence of toxic waste materials, and/or pollutants may or may not exist on the property. The appraiser is not qualified to detect such substances and assumes no liability on this account. The client and intended user are encouraged to obtain experts in this field if so desired.
10. That by receipt and acceptance of this report, the client agrees that it will at all times hereafter hold harmless, defend and indemnify Vertalka & Vertalka, Inc., and its officers, employees, and agents, including, but not limited to, the individual appraiser, or appraisers, from all liability, damages, loss, and expense from claims asserted by others arising from this appraisal, and hereby waives, and releases Vertalka & Vertalka, Inc., and the aforesaid persons from any claim, or liability arising from such appraisal except for acts of intentional fraud, or intentional misrepresentation.
11. The reported analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practices of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practices (USPAP). Furthermore, the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative(s) and as of the date of the report, Robert J. Vertalka, MAI, SRA, JD, has completed the continuing education programs of the Appraisal Institute.
12. The function of this appraisal report is to assist the client in the valuation of the subject property. Therefore, this appraisal report is restricted to that use by this party only. There are no other intended or authorized users or uses and this report will be deemed void if so used.
13. The American with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey, and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one, or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider a possible non-compliance with the requirements of the ADA in estimating the value of the property.
14. This appraisal will not be used for real estate syndicates, real estate investment trust, limited partnerships, or any state, or federal security related use which utilized this appraisal report, or any information contained therein, to solicit prospective investors, limited partners, members, or shareholders in a real estate syndicate, real estate investment trust, limited partnership, or other investment vehicle. This report will be deemed void if so used.

**ASSUMPTIONS AND LIMITING CONDITIONS (continued)**

15. This appraisal is for no purpose other than property valuation. The appraisers are not property inspectors, engineers, code compliance officers, ADA inspectors, environmental scientists, etc.
16. Our valuation is of a specific date in time. The value estimate may change in the future because of changing local or national economic conditions or changing capital markets.
17. That while some appraisers may have had legal training, no legal opinions of any sort have been rendered in the appraisal. The client is encouraged to obtain legal counsel as to surveys, title work, property rights, zoning code interpretations, etc., if so desired.
18. Unless otherwise stated, the property is appraised assuming it to be in full compliance with all zoning, and land use regulations, and restrictions, and to be connected to all public utilities where present.
19. Our valuation assumes the property owner has all the rights, title, and interest of the property estate it holds (fee simple estate or leased fee estate) and that liens for taxes, special assessments, IRS liens, judgments, etc., if any, have not been considered, by the appraiser.
20. Unless otherwise stated, the property is appraised assuming that all required licenses, permits, certificates, consents, or other legislative, and/or administrative authority from any local, state, or national government, or private entity, or organization have been, or can be obtained, or renewed for any use on which the value estimate contained in this report is based.
21. Unless otherwise stated, all of the improvements are assumed to be operational.
22. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public, and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
23. It is assumed there are no zoning violations, encroachments, easements, or other restrictions which would affect the subject property, unless otherwise stated.
24. Appraisals are based on data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

### **EXTRAORDINARY ASSUMPTIONS**

*An extraordinary assumption is “an assignment-specific assumption as of the effective date (of the appraisal) regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. (USPAP 2020-2021 Edition page 4).*

*We have made the extraordinary assumption that the impact of COVID-19, with its impact on the market not yet fully known, will be limited to the short term and will not impact the subject’s long-term value. If not, our valuation conclusion may be subject to change.*

### **HYPOTHETICAL CONDITION**

*A Hypothetical Condition is defined as: “A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.” (USPAP 2020-2021 Edition page 4).*

*We have appraised the subject under the hypothetical condition that the land lease referenced on page A-34 of the addendum does not exist.*

**IDENTIFICATION OF PROPERTY AND SUMMARY OF FACTS**

<b>Location:</b>	The subject is located in Michigan's Upper Peninsula approximately 12 miles southeast of the City of Marquette. The subject is on the east side of West Branch Road (County Road 545), south of US Highway 41, and north of Heidtman Road in Section 35, Town 47 North, Range 24 West, Chocolay Township, Marquette County, Michigan (see Area Maps beginning on page A-3 of the addendum).
<b>Type of Property:</b>	Vacant Recreational Land.
<b>Land Size:</b>	40.97± Acres of Land
<b>Zoning:</b>	The site is currently zoned "State Land" District but surrounded by "AF"-Agricultural/Forestry District land (see page A-30 of the addendum). "AF" - Agricultural/Forestry District zoning is the most likely zoning should the site be sold to a non-state entity.
<b>Highest and Best Use:</b>	"AF" - Agricultural/Forestry District uses
<b>Effective Date of Inspection, Valuation, and Report:</b>	October 13, 2020 (Site Visit) December 3, 2020 (Valuation & Report)
<b>Final Value Estimate:</b>	\$37,700
<b>Any Personal Property Included in Value:</b>	No
<b>Any Fractional Interest Involved in Appraisal:</b>	No
<b>Estimated Reasonable Exposure, and Marketing Period:</b>	Within 12 to 24 months at the appraised value.
<b>Flood Plain:</b>	The property is outside of any high or moderate risk federal 100-year flood plain area according to FEMA Community Panel No. 26103C0720D, effective April 19, 2016 (see page A-13 in the addendum).
<b>Owner of Record:</b>	State of Michigan
<b>Prior Appraisals:</b>	This office has not appraised the subject in the past three years.

**Prior Sales:**

None in the past three years. Subject is leased, together with other lands, from the State (see lease on page A-34 of the addendum).

**IDENTIFICATION OF PROPERTY AND SUMMARY OF FACTS (continued)**

**Extraordinary Assumptions:** Yes, as to impact of COVID-19

**Hypothetical Conditions:** Yes, as to existing land lease

**Current Use of Subject:** Vacant Recreational Land with minimal areas used for farming

**Use of Subject as Appraised:** Vacant Recreational Land with minimal areas used for farming

**Overall Rate/Acre:** \$920/Acre

### **LEGAL DESCRIPTION**

The subject is a part of the larger legal description from the deed recoded in Liber 259, Page 372, dated October 7, 1964, Marquette County, Michigan from Charles A. Wright and Elizabeth Wright to the State of Michigan (see page A- 65 of the addendum). The larger parcel, from that deed, is described as follows.

*The South half of the Southwest quarter (South ½ of Southwest ¼) of Section Thirty-five 35, in Township Forty-seven (47) North, Range Twenty-four (24) West, excepting a piece of land commencing at a point 590 feet South from the Northwest corner, thence running East 515 feet South 20 feet to the point of beginning.*

From this larger parcel, our appraisal is the eastern portion of the site, together with an access road from West Branch Road (County Road 545). The legal description of the property being appraised follows.

A parcel of land beginning at the South 1/4 corner of Section 35, Town 47 North, Range 24 West, Township of Chocolay, Marquette County, Michigan; thence South 89°10'08" West, along the South line of said Section 35, 1311.13 feet; thence North 00°08'17" West, 1287.33 feet; thence South 89°09'29" West, 1325.58 feet to the West line of said Section; thence North 00°46'53" West, along said West line, 33.00 feet to the North line of the South 1/2 of the Southwest ¼ of said Section 35; thence North 89°09'29"E, along said North line, 2651.91 feet to the Northeast Corner of the South ½ of the Southwest ¼ of said Section 35; thence South 00°30'18" West, along the North and South ¼ line of said Section, 1320.84 feet to the Point of Beginning. Parcel contains 40.97 acres of land, more or less.

See page A-27 of the addendum for the survey of the site, and page A-28 of the addendum as the source of the subject legal description.

### **HISTORY OF OWNERSHIP**

The subject is a part of the larger legal description from the deed recoded in Liber 259, Page 372, dated October 7, 1964, Marquette County, Michigan from Charles A. Wright and Elizabeth Wright to the State of Michigan (see page A- 65 of the addendum). We are aware of no sales or offerings in the last three years. The appraised property is leased from the State of Michigan to Mr. William DeVoogt under the State Lease # 11545-2011 from September 1, 2011 to October 31, 2021 subject to the terms and options as set forth in that lease (see page A-34 of the addendum for the lease). The lease references tillable acreage. Much of the subject site is not tillable with the tillable acreage generally being west of the subject.

### **ASSESSMENT AND TAX DATA**

The subject property is assessed by Chocolay Township, Marquette County, Michigan. The property is in the Marquette Area School District. The current millage rate is \$41.7752/M. The State Equalization factor is 1.000.

As State owned property, the subject is tax exempt and there is no meaningful assessment data. Depending on future uses, the real property may or may not be taxed.

### **ESTIMATED EXPOSURE AND MARKETING TIME**

The subject is vacant land in Chocolay Township, Marquette County, in Michigan's Upper Peninsula as discussed in the General, Neighborhood, and Property Description sections of this report. The highest and best use is for recreational land uses.

Exposure time is defined in the Dictionary of Real Estate, 6<sup>th</sup> Edition (2015), page 83 as:

*The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.*

Marketing time is defined in the Dictionary of Real Estate, 6<sup>th</sup> Edition (2015), page 140 as:

*An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.*

Based upon our experience, historical sales, and published national data sources, it is our opinion that the subject would have sold in 12 to 24 months if it had been exposed for sale in the market at the appraised market value on the valuation date herein.

Projecting into the near future, we do not forecast any significant changes in market conditions. Therefore, the estimated marketing period for the subject property, with an asking price at the appraised value is also estimated in 12 to 24 months.

### **INTEREST APPRAISED**

The interest appraised is the Fee Simple Estate. For purposes of this appraisal, it will be assumed that the fee holders enjoy the entire legal bundle of ownership rights. No consideration was given to the value of the other chattels, financing terms, business value, furniture, fixtures, equipment, etc.

Fee Simple Estate is defined in the Dictionary of Real Estate Appraisal, Sixth Edition (2015) page 78 as:

*"The absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power and escheat."*

While portions of the subject may be leased, we are appraising the fee simple estate interest.

### **PURPOSE, INTENDED USE & USER OF APPRAISAL**

The purpose and intended use of this appraisal is to estimate the market value of the property as an aid to the client in their asset management and decision-making process. There are no other intended or authorized users or uses. This report conforms to the requirements of the professional organizations to which we belong, the Uniform Standards of Professional Appraisal Practice and the Michigan Department of Technology, Management & Budget Department appraisal requirements and nondisclosure agreement. Market value is defined as follows:

*“The most probable price which a property would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- (1) buyer and seller are typically motivated;*
- (2) both parties are well informed or well advised, and each acting in what it considers its own best interest;*
- (3) a reasonable time is allowed for exposure in the open market;*
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”*

## **SCOPE OF APPRAISAL**

This appraisal is intended to comply with all applicable standards of the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Board of the Appraisal Foundation and adopted by the Appraisal Institute, and the Michigan Department of Technology, Management & Budget Department appraisal requirements and nondisclosure agreement that address:

1. The extent to which the property was identified;
2. The extent to which tangible property was inspected;
3. The type and extent of data researched; and
4. The type and extent of analysis applied in arriving at our opinions and conclusions.

In our analysis and as an integral part of the appraisal process, we have made a number of independent investigations and analyses. We have reviewed and analyzed data in our office and retained in our files of various properties that we have appraised, as well as various published local, state, and national sources of data. Listed below are some of the investigation and analyses undertaken and the sources considered.

**General Data** such as legal description, taxing information, GIS maps, assessment sheets, sketches, etc., were obtained from the local municipality and the client and are included in the report and addendum.

**General and Neighborhood Descriptions** are derived from various governmental agencies on a local and state level, Chamber of Commerce, Planning Commission, Convention Bureau, Census data, State employment agencies, various trade magazines and research publications as found in the addendum and our knowledge of the area.

**Site Descriptions** are the result of physical inspections and photography of the property by the appraiser. We have also referenced aerial maps, GIS maps, land sketches, surveys, soils map, topographic maps, wetland maps, agricultural maps, environmentally sensitive land maps, slope maps, etc., as found in the addendum, and zoning ordinance classifications.

**Valuation Analysis** is a review of all recognized methods of valuation with a discussion, and analysis, of the strengths, weaknesses, and applicability of each method of valuation, and the reasons for the omission of one or more approaches, based upon our perception of the knowledgeable investing market.

**Determination of Value** is the result of reviewing how the valuation model is conducted from the point of view of market participants. Various competing properties were first identified from information in our database, assessing files, brokers, Equalization Departments, Register of Deeds, and comparable data services, and then relevant factors determined. Adjustments were made for differences. The result is a credible estimate of market value for the subject.

**Conclusions** are the culminations of our research, analysis, and opinion of the subject, as it relates to the marketplace on the effective date of this appraisal. This market value “appraisal report” is being transmitted to the client under the Uniform Standards of Professional Appraisal Practice. Scope of Work is further detailed throughout this report.

## GENERAL AREA DESCRIPTION

The appraised property is in Marquette County, Michigan. Michigan is the tenth most populous state in the United States. The population of the state is approximately ten million persons (9,995,915 in year 2019 estimate by US Census Bureau). Michigan is the only state to consist of two peninsulas which are connected by the Mackinaw Bridge. Michigan has the longest freshwater coastline of any political subdivision in the world being bounded by four of the five Great Lakes, plus Lake Saint Clair. Michigan is one of the leading U.S. States for recreational boating. Michigan also has 64,980 inland lakes and ponds.

Although Michigan developed a diverse economy, it is widely known as the center of the automobile industry. Michigan is home to the country's three major automobile companies, General Motors, Ford, and Fiat Chrysler (FCA US) each headquartered in the metropolitan Detroit area. While lesser populated, the Upper Peninsula is important to recreation, tourism, and natural resources, while the Lower Peninsula centers more on manufacturing, forestry, agriculture, services, and high-tech industry.

The Federal Reserve Bank of St. Louis estimates Michigan's 2019 gross state product at \$541.5506 billion, ranking Michigan 14<sup>th</sup> out of 50 states. Following is Michigan's progression since the recession of year 2009 (\$365.5917 billion) to year 2019.



<https://fred.stlouisfed.org/series/MINGSP>

The Federal Reserve Bank of St. Louis estimates Michigan's July 2020 unemployment rate at 8.7% (seasonally adjusted). Michigan is ranked 28<sup>th</sup> out of 50 states in unemployment. Following is Michigan's progression since January 1976 to July 2020.

## GENERAL AREA DESCRIPTION (continued)



### **Location**

The subject property is in Chocolay Township in Marquette County, Michigan. The subject is in the north central portion of Michigan's Upper Peninsula as referenced on the location maps on pages A-3 to A-5 of the addendum. The City of Marquette is the county seat and has a population of 21,355 according to the 2010 census. Chocolay Township is 5± miles southeast of the City Marquette. Marquette County is home to 28 National and State Parks. The Marquette County area is also known for its Lake Superior shoreline, lighthouses, waterfalls, lakes, and streams. Chocolay Township's has eleven miles of Lake Superior shoreline. Marquette County offers outdoor activities which include camping, fishing, hunting, and snowmobiling.



## **GENERAL AREA DESCRIPTION (continued)**

### ***Transportation***

Access to the region is provided by US highways and state trunk line highways, commercial and private air facilities, freight service, and inter-city bus (MarqTran). Chocolay is bisected by US Highway 41 and M-28 follows the northern border of the township. Commercial airlines can be found at the nearby Sawyer International or Delta County Airport. There is freight railroad service to Chocolay Township.

Marquette County transportation systems allow access to the following regions:

<b>DISTANCE FROM MARQUETTE COUNTY TO OTHER MAJOR CITIES</b>	
<b>Out of State</b>	<b>Miles</b>
Chicago	393
Indianapolis	581
Cleveland	620
Columbus	640
Milwaukee	304
Minneapolis	401
Toledo	505
<b>Michigan Cities</b>	<b>Miles</b>
Ann Arbor	451
Detroit	467
Flint	403
Grand Rapids	415
Kalamazoo	464
Jackson	440
Lansing	407

[https://www.mapdevelopers.com/distance\\_from\\_to.php](https://www.mapdevelopers.com/distance_from_to.php)



**GENERAL AREA DESCRIPTION (continued)**

***Employment***

The Marquette County employment leaders follow.

<b>2018 Principal Employers - Marquette County</b>	
<b>Employer</b>	<b>Number of Employees</b>
UP Health System - Marquette	1,924
Northern Michigan University	1,152
Cliffs Natural Resources, MI Operations	900
Peninsula Medical Center	650
Marquette Area Public Schools	428
UP Health System - Bell	347
Michigan Department of Corrections	340
WalMart	326
County of Marquette	270
RTI Surgical	259
American Eagle Regional Maintenance Facility	250
Eagle Mine	198
Westwood Mall Association	190
Nequaunee Public Schools	190
Eastwood Nursing Center	185
DJ Jacobettie Home for Veterans	183
City of Marquette	177
Alger-Marquette County Community Action	176
NICE Public Schools	173
Ojibwa Casino II	140
Gwinn Area Community Schools	140
WE Energies	133
Superior Extrusion, Inc.	130
Potlatch	127
Ishpeming Public Schools	111
Pathways	101
Norlite Nursing Center	14

<https://marquette.org/principal-employers/>

The top three economic sectors and their share of employment follow.

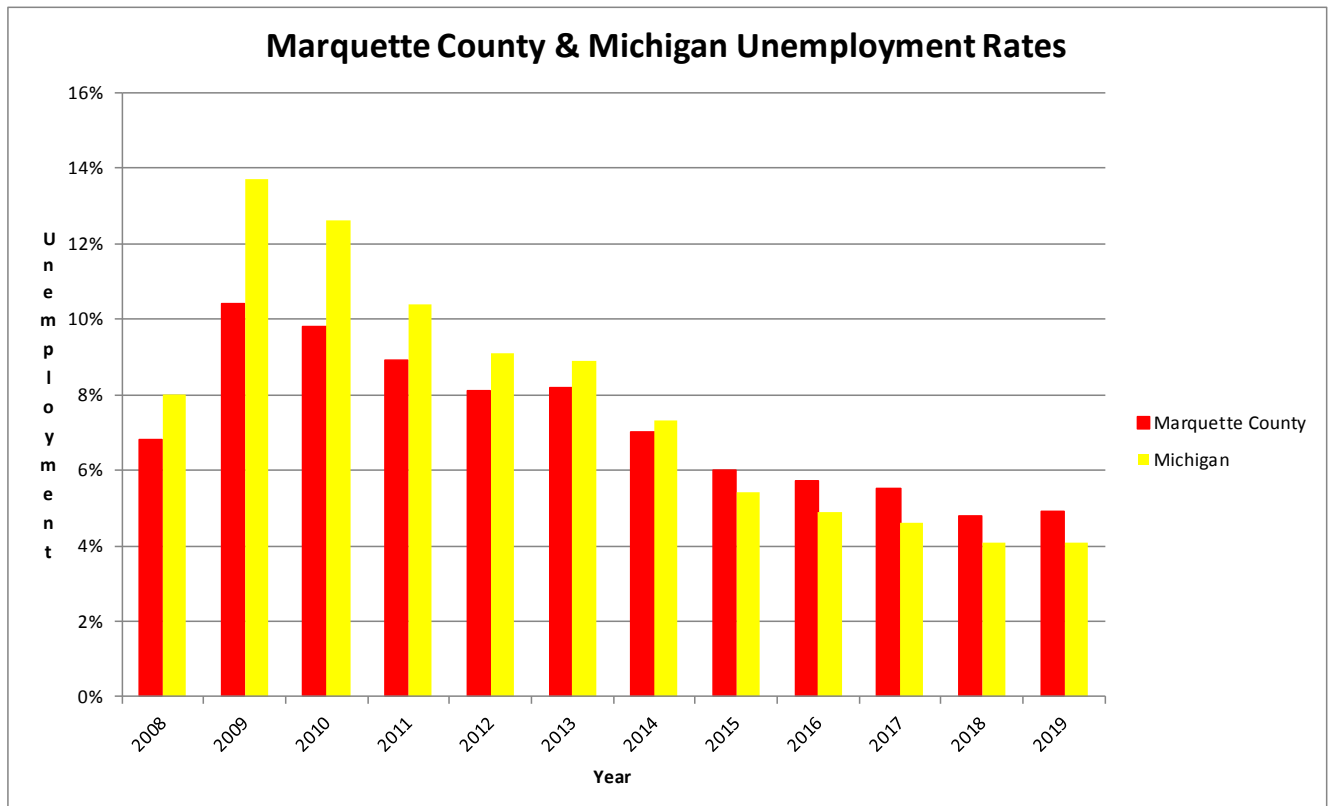
<b>Sector</b>	<b>Percentage</b>
Education Service	23.5%
Manufacturing	18.9%
Retail	12.6%

**GENERAL AREA DESCRIPTION (continued)**

The following table summarizes Marquette County’s unemployment rates from year 2008 to year 2019.

<b>UNEMPLOYMENT RATES</b>		
<b>Marquette County</b>		
<b>Year</b>	<b>Marquette County</b>	<b>Michigan</b>
2008	6.80%	8.00%
2009	10.40%	13.70%
2010	9.80%	12.60%
2011	8.90%	10.40%
2012	8.10%	9.10%
2013	8.20%	8.90%
2014	7.00%	7.30%
2015	6.00%	5.40%
2016	5.70%	4.90%
2017	5.50%	4.60%
2018	4.80%	4.10%
2019	4.90%	4.10%

<https://milmi.org/DataSearch/LAUS>



In short, the County has historically had lower unemployment levels than the State of Michigan as a whole, until the last five years. In addition, a Michigan State University “A Snapshot of Marquette County” (2015) finds 13.2% of the people in the County are below the poverty level.

## **GENERAL AREA DESCRIPTION (continued)**

### ***Education***

Marquette County offers public and private schools and colleges and universities. The following table summarizes the K-12 schools in the county and colleges and universities in the region.

<b>MARQUETTE COUNTY SCHOOLS</b>
<b>K-12 Schools</b>
Gwinn Area Community Schools
Ishpeming Public Schools
Marquette Area Public Schools
NICE Community School District
Powell Township School District
Republic-Michigamme Schools
Wells Township School District
Merrill Community Schools
North Star Academy
Father Marquette Catholic Academy

<https://www.maresa.org/local-schools/>

<b>Colleges &amp; Universities</b>
Northern Michigan University
Keweenaw Bay Ojibwa Community College (55+miles)
Bay de Noc Community College (55+ miles)
Michigan Technology University (69+ miles)
Finlandia University (71+ Mile)

<https://study.com/marquette%2C%20michigan%28mi%29%20colleges.html>

### ***Population***

The following table summarizes the County's population growth from 2010 to 2019.

<b>MARQUETTE COUNTY POPULATION GROWTH</b>		
<b>Year</b>	<b>Population</b>	<b>Percentage Change</b>
2010	67,077	-
2011	67,448	0.55%
2012	67,827	0.56%
2013	67,773	-0.08%
2014	67,773	0.00%
2015	67,319	-0.67%
2016	66,520	-1.19%
2017	66,565	0.07%
2018	66,516	-0.07%
2019	66,699	0.28%

<https://factfinder.census.gov/faces/tableservices/jsf/pages/prod>

**GENERAL AREA DESCRIPTION (continued)**

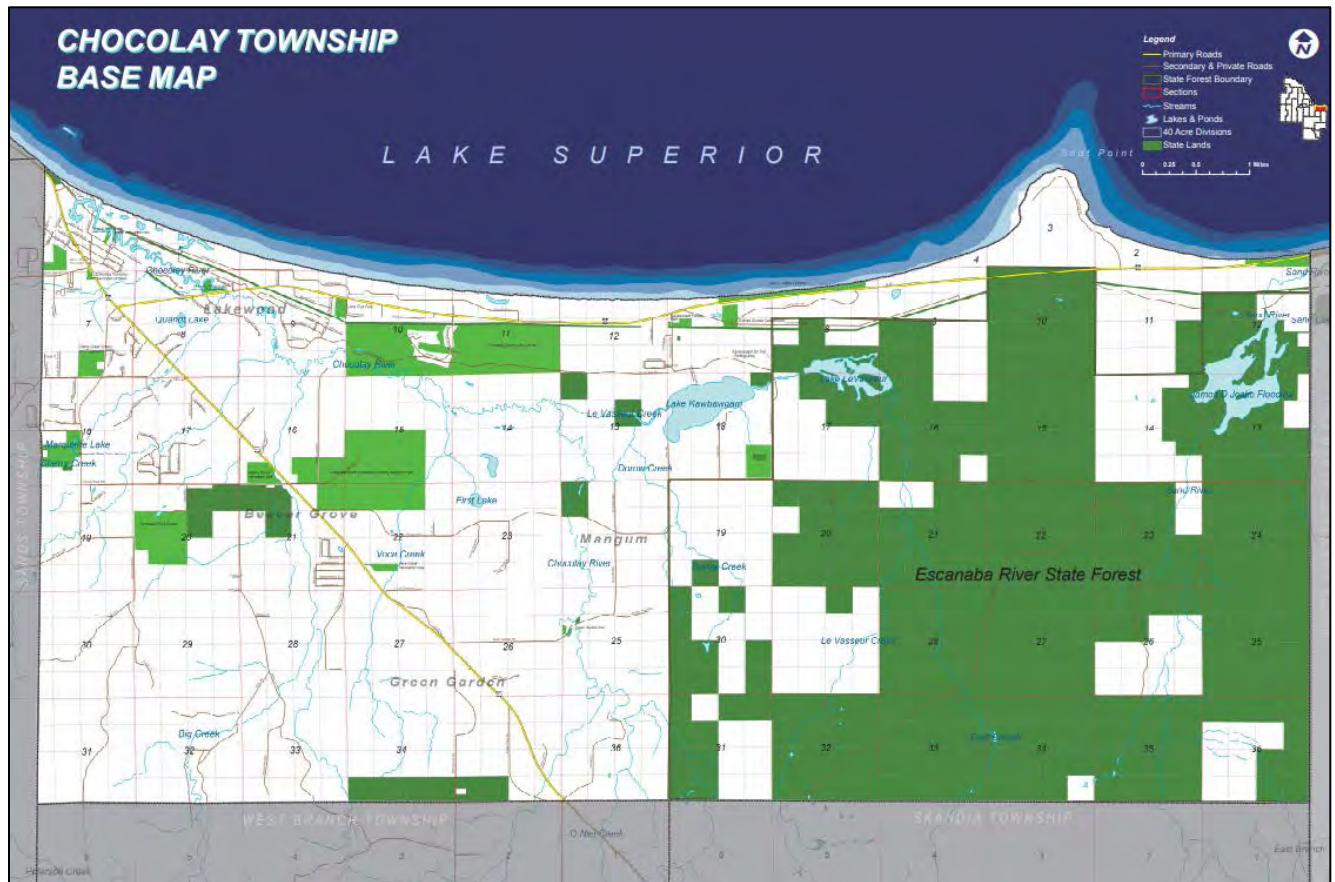
Marquette County population has been generally stable over the past eight years.

***Conclusion***

Marquette County is in the north central region of the State's Upper Peninsula. The area is accessible via major roadways and other transportation providers. The area has had population growth and decline from 2010 through 2019 estimates with the population remaining generally stable during this period. Since 2015 the unemployment rate is higher than the State of Michigan. Significant portions of the population are at or below the poverty rate.

## NEIGHBORHOOD DESCRIPTION

The subject is in Chocolay Township, Marquette County, Michigan. Chocolay (Township) is in the northeastern portion of Marquette County and borders eleven miles of Lake Superior. Chocolay Township is southeast of the City of Marquette, the county seat. Chocolay Township is 58.98 square miles of land and 1.82 square miles of water for a total area of 60.80 square miles. Following is a Chocolay Township Map.



Chocolay Township has many recreational attractions such as ATV and ORV trails, fishing, non-motorized trails, snowmobile trails, beaches, MDOT turnouts, and township boat/canoe/kayak launch sites. There is a hospital in the City of Marquette. The immediate area is sparsely developed, with some single-family homes, mining, farming, and wooded areas.

A demographic study of Chocolay Township begins at page A-47 of the addendum. The study reflects the following township population and household data.

**NEIGHBORHOOD DESCRIPTION (continued)**

<b>POPULATION &amp; HOUSEHOLD COUNT FOR CHOCOLAY TOWNSHIP</b>		
<b>Year</b>	<b>Population</b>	<b>Households</b>
2000	7,026	2,294
2010	5,903	2,453
2020	5,818	2,465
2025 (proj)	5,783	2,462
<i>Overall Change 2000 to 2025</i>	<i>-17.69%</i>	<i>7.32%</i>

The population count in the immediate area of analysis reflect the rural character of the subject and have been generally declining since 2000. Projections from 2020 through 2025, reflect a continued decline. Households have generally remained stable since year 2010 and projected to 2025.

Currently 70.5% of the 2,465 housing units in the township area are owner occupied, 14.1% are renter-occupied and 15.4% are vacant. This compares with the United States where 56.4% of the housing units are owner-occupied, 32.3% are renter-occupied and 11.3% are vacant.

### SITE DESCRIPTION

The subject's site is the eastern portion of a larger site owned by the State of Michigan. The main portion of the site is generally rectangular in shape with access from West Branch Road (County Road 545). The site contains is 40.97± acres of land per survey. The site has 33± feet of frontage on County Road 545 (West Branch Road) then travels eastward 1,325.58 feet to the main parcel. The access contains 43,744± SF or 1.0± acres of land out of the subject 40.97± acres. The result is a main parcel of 40± acres. Following is an aerial map of the subject and surrounding lands.



**SITE DESCRIPTION (continued)**

The site is generally level and at typical road grade of West Branch Road as it proceeds eastward to the main portion of the appraisal property. The site then becomes part of a crop field, (6± acres), then pasture lands (7± acres with ravines in the pastureland limiting the quality of the land, then falls into a wooded and wetland area sloping downward toward Foster Creek Road. The site does not have access from Foster Creek Road as the survey indicates, although there was a gate to the property from Foster Creek Road.

Following is an aerial map reflecting the uses within the subject main parcel.



The subject is located outside of a high or moderate risk federally designated (100-year) flood plain area per FEMA Community Panel No. 26103C0720D, effective April 19, 2016 (see page A-7) and the preceding map.

**SITE DESCRIPTION (continued)**

The following view also reflects the tillable acreage, the pastureland and ravine areas, east of the tillable acreage, and the wooded areas closer to Foster Creek Road. We estimate the tillage acreage at 6± acres with 7± acres additional acres for pasture and 27± acres of wooded land. The pasture and the wooded lands have ravines and would be difficult to convert into crop land. In addition, the woods area appears to have been cut over, with scrub trees remaining.



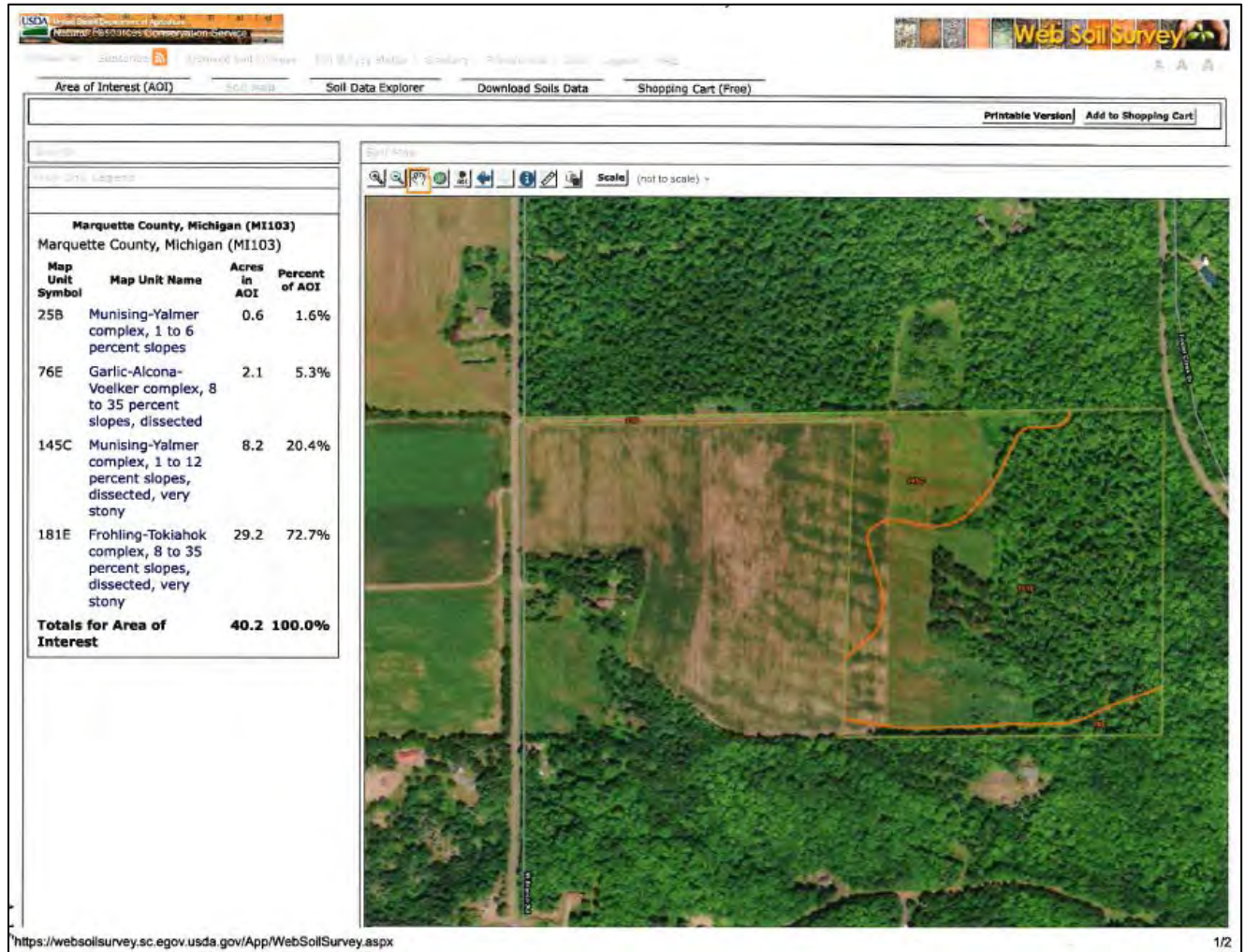
The soils are predominately Frohling-Tokiahol complex with an 8 to 35 percent slope (72.7%± of land area). This tends to be a very stony soil group with soil characteristics as follows.

**Properties and qualities**

*Slope: 8 to 35 percent*  
*Surface area covered with cobbles, stones or boulders: 1.5 percent*  
*Depth to restrictive feature: 15 to 25 inches to fragipan*  
*Drainage class: Well drained*  
*Runoff class: High*  
*Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)*  
*Depth to water table: More than 80 inches*  
*Frequency of flooding: None*  
*Frequency of ponding: None*  
*Available water capacity: Very low (about 2.8 inches)*

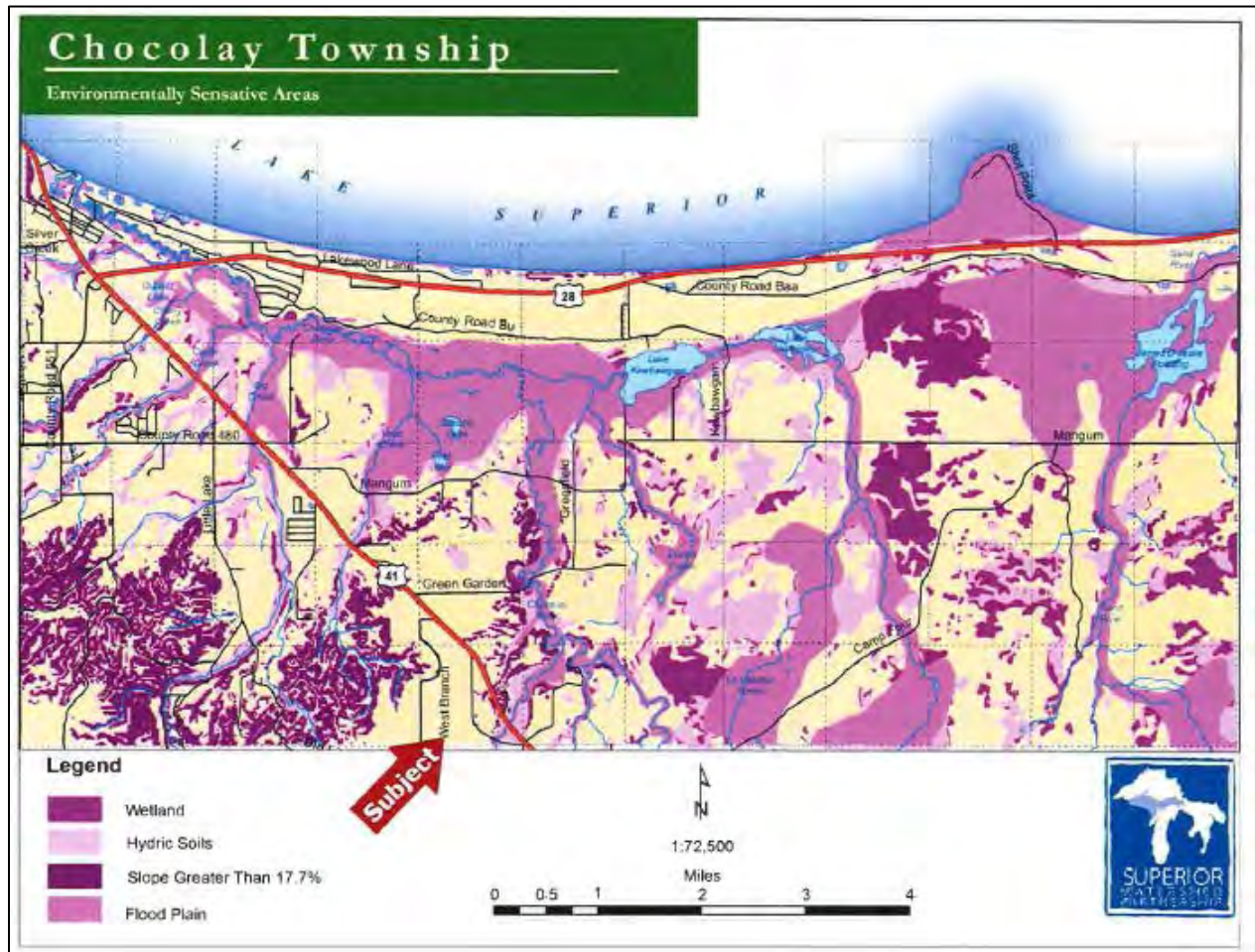
# SITE DESCRIPTION (continued)

Following is the soils map.



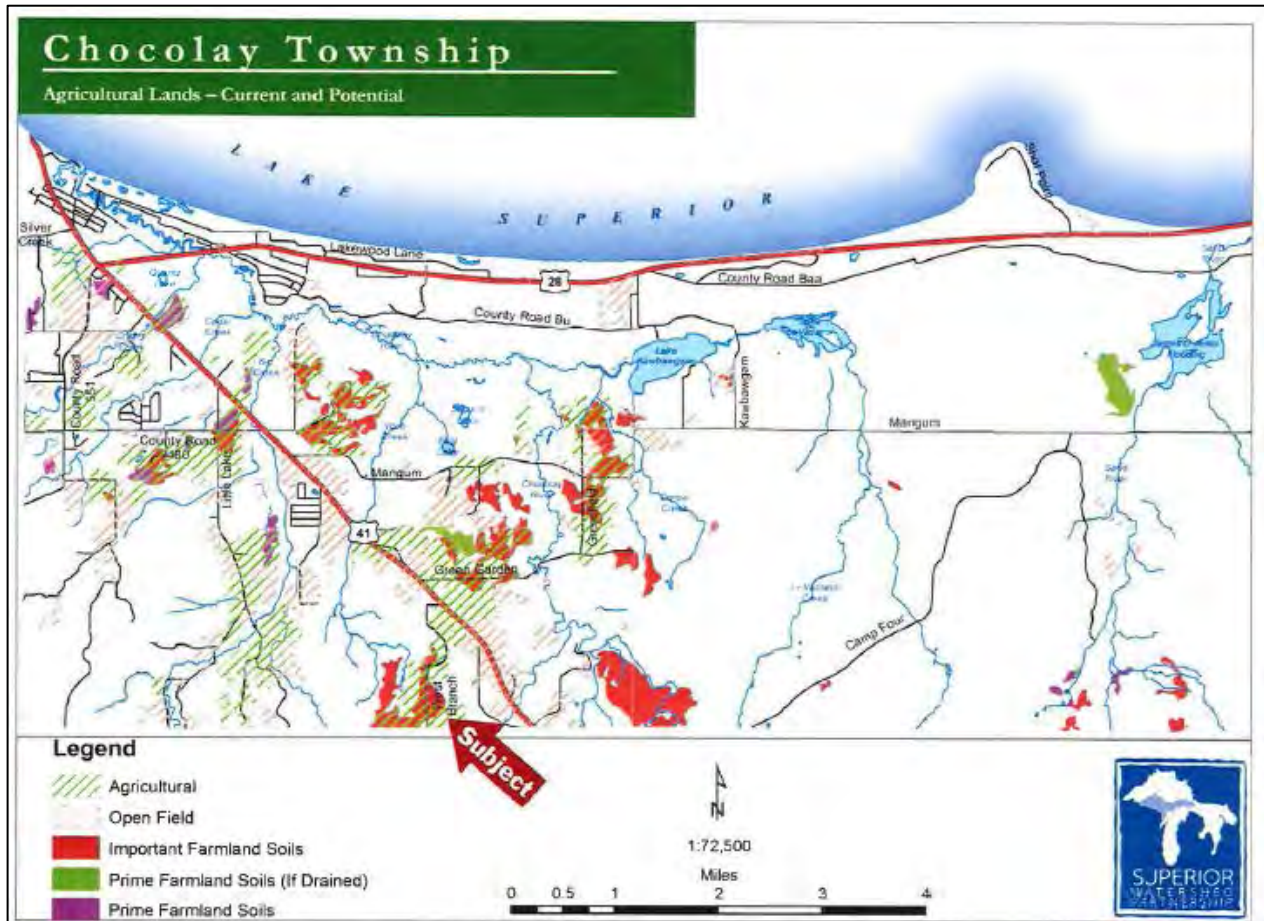
**SITE DESCRIPTION (continued)**

The subject is not identified as a part of the Chocolay National Wetlands Inventory as the following indicates.



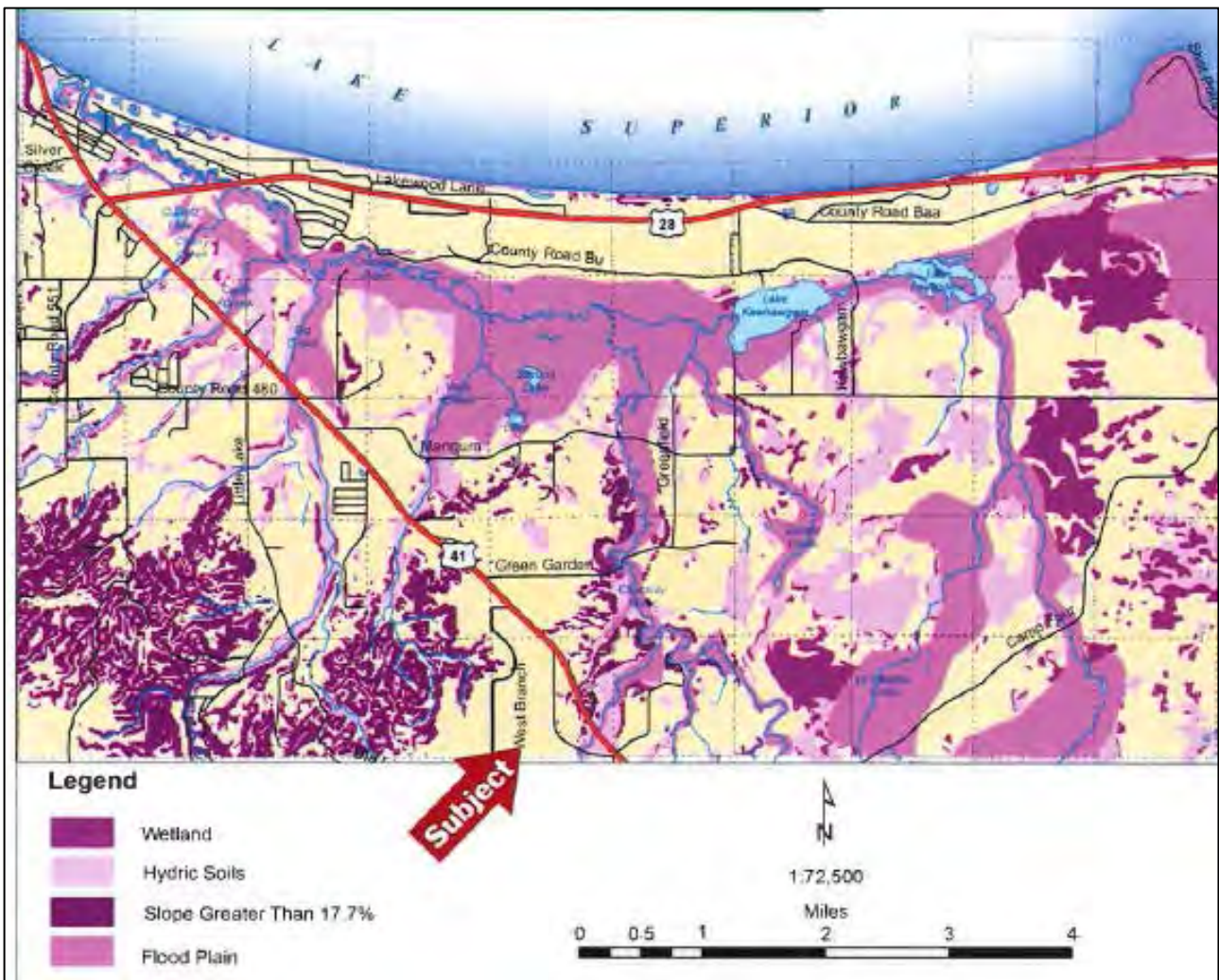
**SITE DESCRIPTION (continued)**

Portions of the subject are designated in the Current and Potential Agricultural township map as Agricultural Lands, consistent with our inspection as the following indicated.



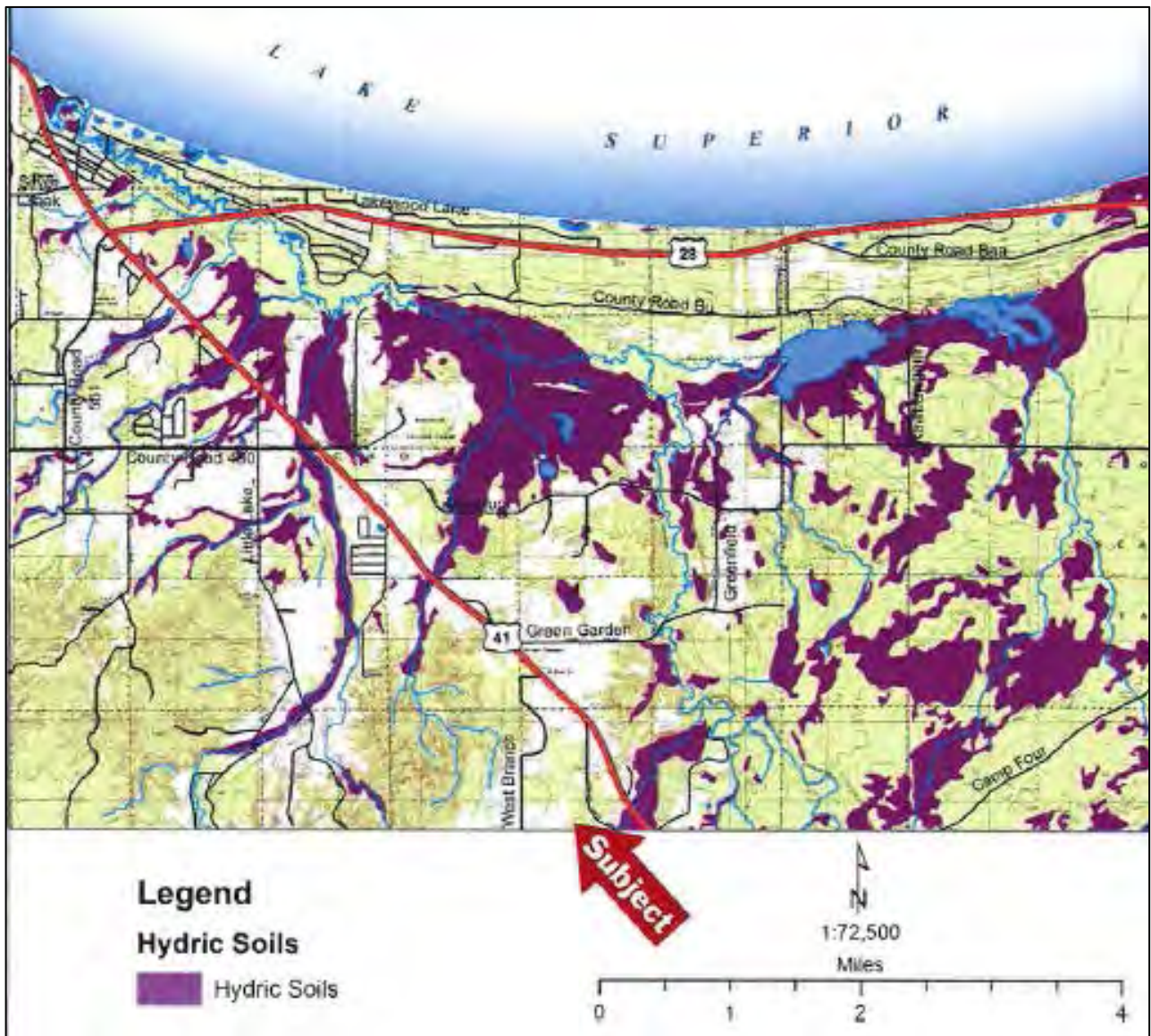
**SITE DESCRIPTION (continued)**

The subject is not designated as an environmentally sensitive area by the Township as the following indicates.



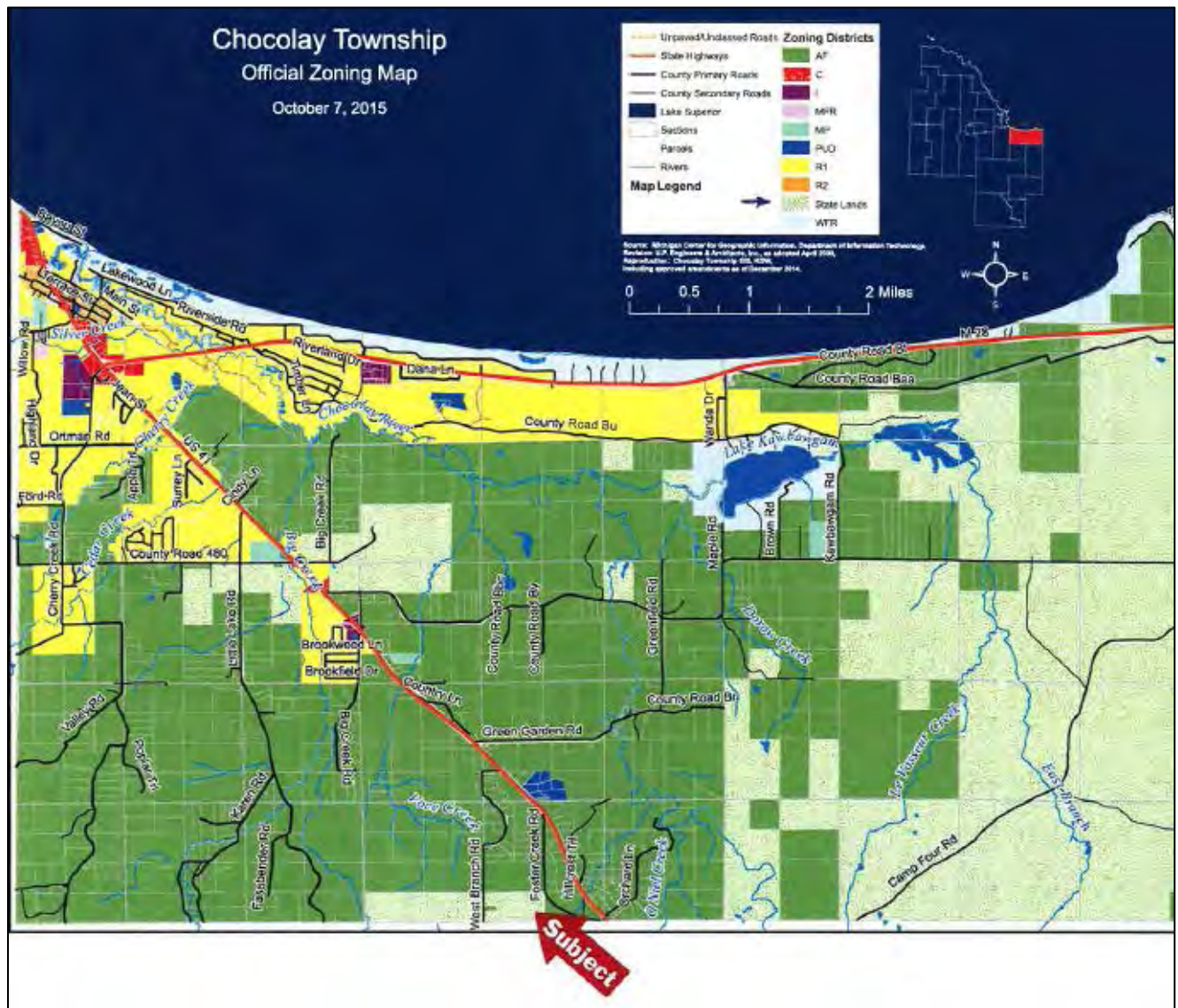
**SITE DESCRIPTION (continued)**

The subject is not listed in the Hydronic soils map of the township.



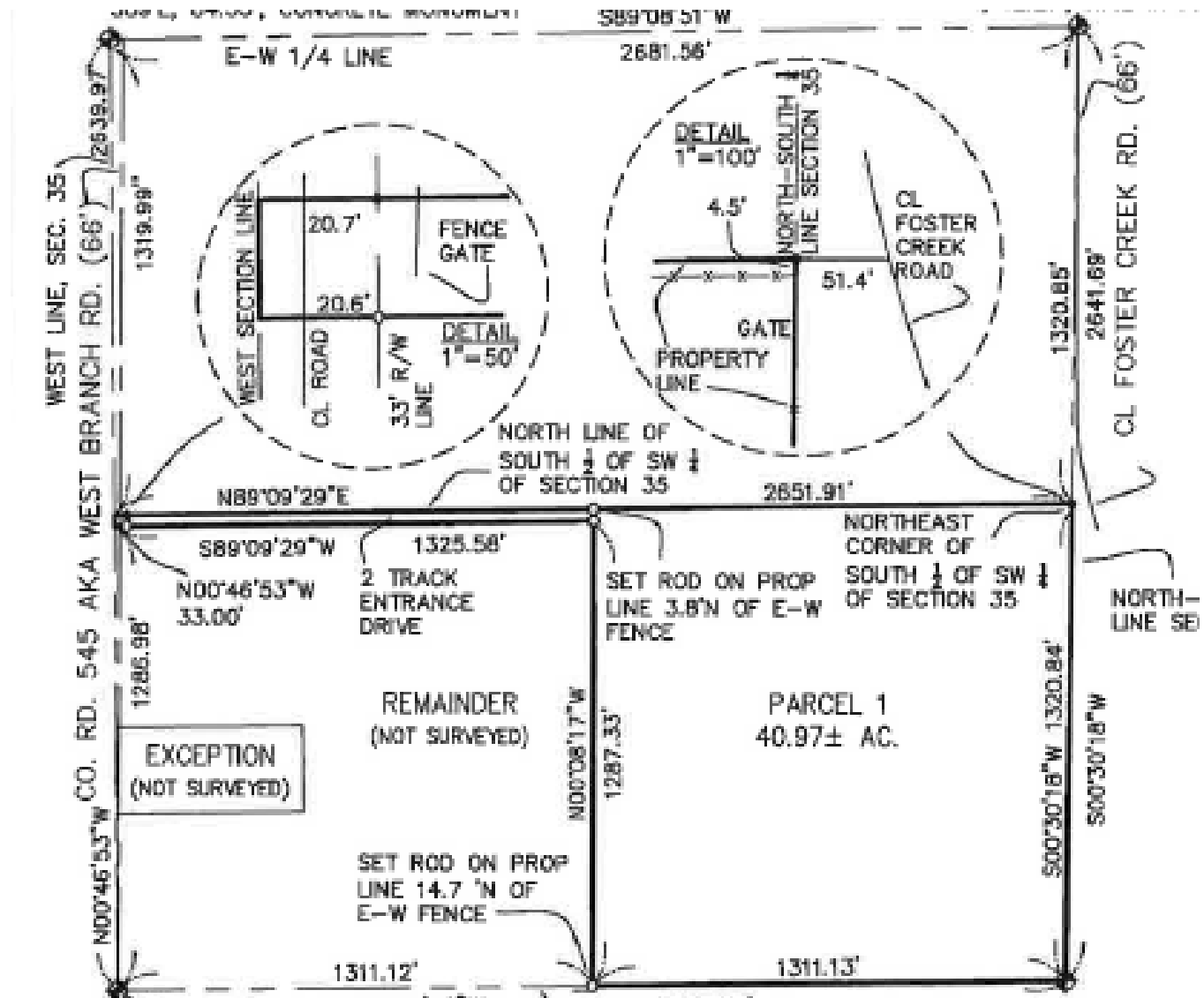
**SITE DESCRIPTION (continued)**

The site is zoned “State Lands” as the zoning map indicates but is surrounded by “AF” - Agriculture/Forest zoned land.



**SITE DESCRIPTION (continued)**

Following is survey of the subject provided by the State of Michigan (see the survey on page A-27 of the addendum).



Note: Upper right corner blow-up shows the subject being 51.4 feet from the center line of Foster Creek Road at its closest point. The distance becomes greater as Foster Creek Road curves to the west as Foster Creek Road proceeds in a southeastern curve as it passes the subject site.

In conclusion, the subject site is compatible to surrounding properties and has an adequate and functional shape although access is via a dirt, two-track, access road, 0.25 miles long from West Branch Road. The soil conditions of the site appear to be adequate and typical of the neighborhood, although not conducive to farming because of slopes, trees, and lowland areas. There were no apparent environmental hazards noted but crop farming from the adjacent field to the west will product dust and odors that will adversely impact uses other than recreational land use. A summary of site features follows.

**SITE DESCRIPTION (continued)**

**SUMMARY OF SITE DESCRIPTION**

<b>Size:</b>	40.97± Acres of Land
<b>Shape:</b>	Generally square with an access drive from West Branch Road (County Road 545) to the main parcel.
<b>Size of Access Road:</b>	1.0± acres
<b>Topography:</b>	Rolling, sloping, wooded, with limited pasture and crop land
<b>Street Visibility:</b>	Poor, access to major portion of the site is over an earthen 0.25-mile-long drive
<b>Ingress/Egress:</b>	Via County Road 545 (West Branch Road); no access from Foster Creek Road
<b>Corner Presence:</b>	No
<b>Utilities:</b>	Site will make use of a private well and septic system, typical of the area
<b>Street Surface:</b>	Paved asphalt on West Branch; earthen drive from West Branch to main portion of the site.
<b>Zoning:</b>	“State Land,” owned by the State of Michigan and as such the state could use the site for purposes it desires. Most likely, non-state, zoning is “AF” – Agricultural/Forest District.
<b>Highest &amp; Best Use:</b>	“AF” - Agricultural/Forest District uses
<b>Likely Use of Subject:</b>	Recreational (hunting) land uses
<b>Compatible to Neighborhood:</b>	Yes
<b>Flood Plain:</b>	The property is not in a 100-year federal flood plain hazard area. It is in zone “x”
<b>Excess/Surplus Land:</b>	None
<b>Functional Utility:</b>	Adequate as recreational land
<b>Nuisances/Hazards:</b>	No environmental hazard uses noted, but crop farming from the adjacent field to the west will product dust and odors (fertilizers) that will adversely impact uses, other than recreational land use.

Following are photographs of the subject.

**PHOTOGRAPHS**



Street Scene North on West Branch Road  
(County Road 545)



Street Scene South on West Branch Road  
(County Road 545)



View of Access Road



View of Access Road



View of Access Road

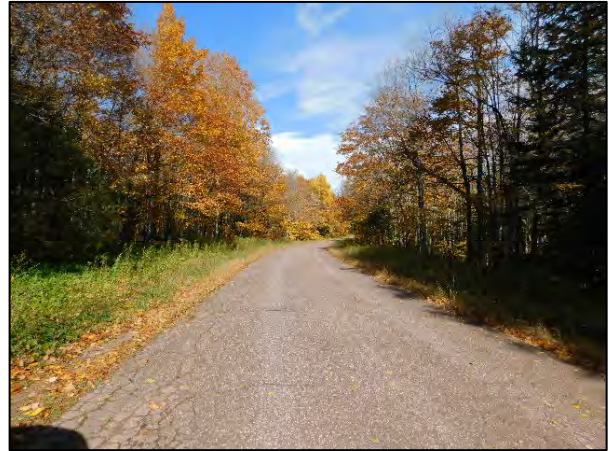


View of Adjacent Parcel Excluded

**PHOTOGRAPHS**



View of Adjacent Parcel Excluded



Looking North on Foster Creek Road



Looking South on Foster Creek Road



View of Subject



View of Subject



View of Subject

**PHOTOGRAPHS**



View of Subject



View of Subject



View of Subject



View of Subject



View of Subject



View of Subject

**PHOTOGRAPHS**



View of Subject



View of Subject



View of Subject



View of Subject



View of Subject



View of Subject

**PHOTOGRAPHS**



View of Subject



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View of Subject

**PHOTOGRAPHS**



View of Subject



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View of Subject

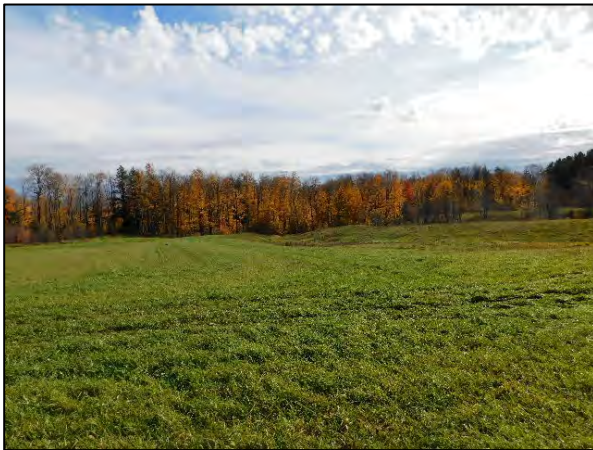
**PHOTOGRAPHS**



View of Subject



View of Subject



View of Subject



View of Subject



View of Subject



View of Subject

**PHOTOGRAPHS**



View of Subject



View of Subject



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**PHOTOGRAPHS**



View of Subject



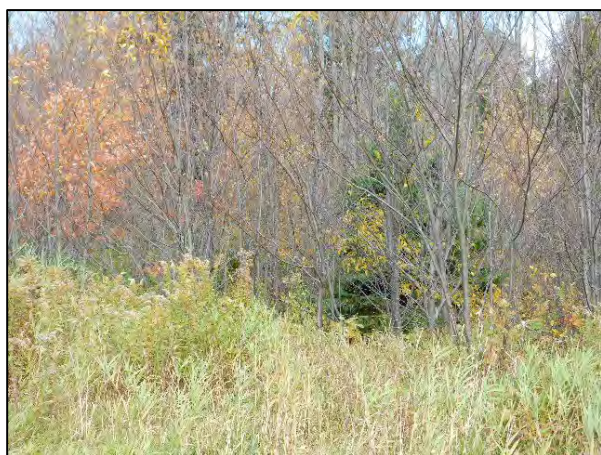
View of Subject



View of Subject



View of Subject



View of Subject



View of Subject

**PHOTOGRAPHS**



View of Subject



View of Subject



View of Subject



View of Subject



View of Subject



View of Subject

## **HIGHEST AND BEST USE**

The Appraisal Institute defines Highest and Best Use as follows:

*The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.*<sup>1</sup>

In estimating Highest and Best Use, there are essentially four criteria of analysis:

1. **Physically Possible:** To what uses is it physically possible to put the site in question?
2. **Legally Permissible:** What uses are permitted by zoning and deed restrictions, building codes, environmental regulations, or lease provisions on the site in question?
3. **Financially Feasible:** Which possible and permissible uses will produce any net return to the owner of the site?
4. **Maximum Profitability:** Among the Feasible Uses, which use will produce the highest net return or the highest present worth?

### **Conclusion: As Vacant Land**

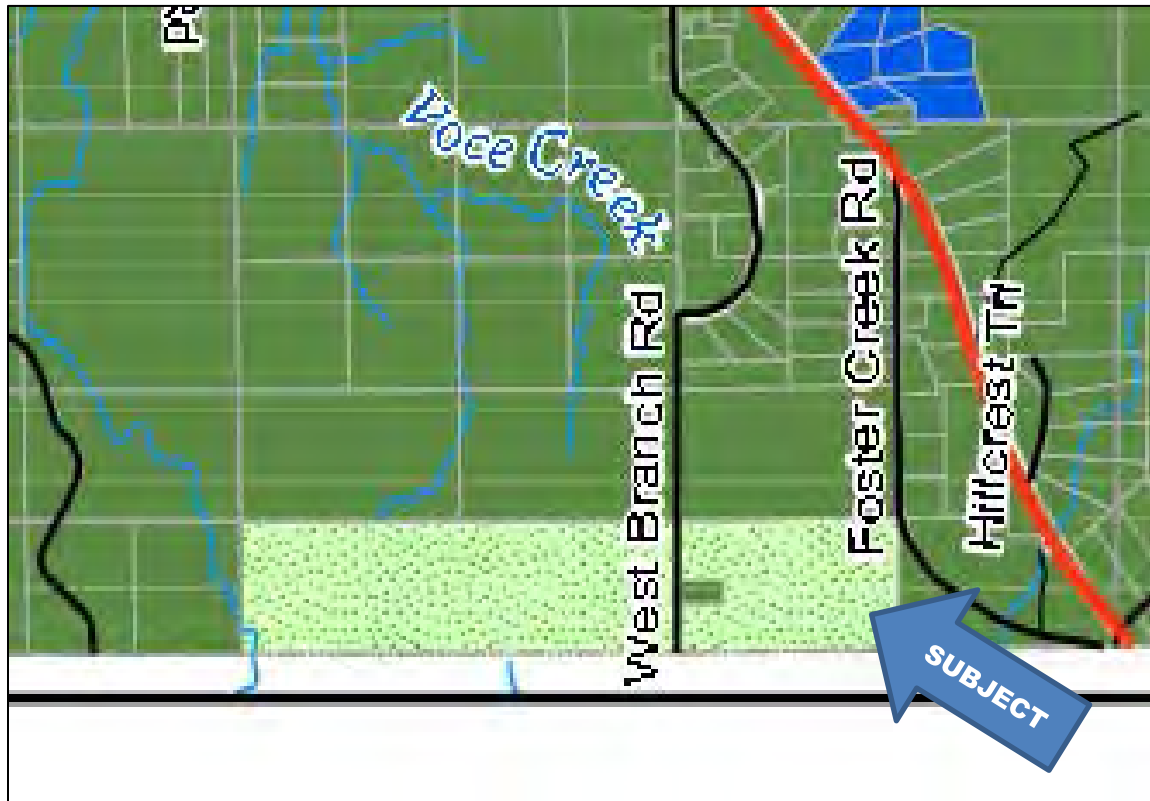
After analyzing the physically possible, legally permissible, and financially feasible uses, it is our opinion that the highest and best use of the subject site, as vacant land, is for recreational land uses. The access, the small amounts of crop, and pastureland does not change the overall recreational character of the site.

**In terms of Physical Possibility:** The subject's site is the eastern portion of a larger site owned by the State of Michigan. The main portion of the subject site is generally square shape with access from West Branch Road (County Road 545). The subject site contains is 40.97± acres of land per survey. The site has 33± feet of frontage on County Road 545 (West Branch Road) then travels eastward 1,325.58 feet to the main parcel. The access drive contains 43,744± SF or 1.0± acres of land out of the subject 40.97± acres. The result is a main parcel of 40± acres. The site is generally level and at typical road grade of West Branch Road as it proceeds adjacent to other property not a part of the appraisal. The site then becomes part of a crop field, (6± acres), then pasture lands (7± acres) with ravines in the pastureland limiting the quality of the land, then falls into a wooded and wetland area sloping downward toward Foster Creek Road. The site does not have access from Foster Creek Road as the survey indicates, although there was a gate to the property from Foster Creek Roads. The subject is located outside of a high or moderate risk federally designated (100-year) flood plain area per FEMA Community Panel No. 26103C0720D, effective April 19, 2016 (see page A-7). The pasture and the wooded lands have ravines and would be difficult to convert into crop land. In addition, the wood area appears to have been cut over, with scrub trees remaining. The subject site is compatible to surrounding properties and has an adequate and functional shape although access is via a dirt road 0.25 miles from West Branch. The soil conditions of the site appear to be adequate and typical of the neighborhood, although not conducive to farming because of slopes, trees, and lowland areas. There were no apparent environmental hazards noted, but crop farming from the adjacent field to the west, will product dust and odors (fertilizers) that will adversely impact uses other than recreational land use.

<sup>1</sup> *The Appraisal of Real Estate, 14th Edition, Appraisal Institute, 2013.*

### **HIGHEST AND BEST USE (continued)**

**In terms of Legal Permissibility:** Many highest and best uses are prevented by zoning regulations, deed restrictions, building and fire codes, historical district controls and environmental regulations. Following is a zoning map showing the location of the subject, classification, and the immediate surrounding neighborhood. The light green with dots is zoned “State Land.” The surrounding darker green is “AF” Agriculture/Forestry District.



As “State Land” zoning the State of Michigan is not restricted from any use it desires. If sold to the public, the site would have to comply with surrounding “AF” - Agriculture/Forestry District zoning, in our opinion.

The intent of the “AF” - Agriculture/Forestry District is “To establish and maintain for low density use those areas which because of their location, accessibility and natural characteristics are suitable for a wide range of agricultural, forestry, and recreational uses.” A list of uses consistent with this intent from the ordinance follows.

**HIGHEST AND BEST USE (continued)**

Permitted Principal Uses

1. Growing and harvesting of timber and bush fruit
2. Agricultural
3. Wildlife management
4. Outdoor wood boilers (see Section 6.5) (#34-13-05)
5. Single-family residences
6. Registered Rental Dwellings (#34-19-04)

Conditional Uses

1. WECS
2. Resorts
3. Bed & Breakfast
4. Trails
5. Recreational uses/structures, on lots of 20 acres or more, where such development can be accomplished without significant adverse environmental impact
6. Race tracks
7. Hunting and shooting preserves on lots of 40 acres or more
8. Accessory Housing Units
9. Rural Cluster Development Subdivisions (see Section 6.12)
10. Contractor yards and shops
11. Parks (#34-09-02)
12. Kennels on lots 20 acres or more (#34-09-03)
13. Schools and Churches (#34-10-04)
14. Campgrounds on parcels 20 acres or more (#34-16-02)

As such, any of the preceding would be permitted alternative uses of the subject site. For our analysis, the effects of the land lease have been ignored.

**In terms of Financial Feasibility:** All legal uses are expected to produce a positive return and are regarded as financially feasible. Potential uses incorporate the physically possible and legally permissible use, as well as market information, to determine the income that can be expected from each potential highest and best use.

**Conclusion: As Vacant Land**

After analyzing the physically possible, legally permissible, and financially feasible uses, it is our opinion that the highest and best use of the subject site, as vacant land, is for recreational land uses. The access, the small amounts of crop, and pastureland does not change the overall recreational character of the site.

## **METHOD OF VALUATION**

The subject property is 40.97± acres of land in Chocolay Township, Marquette County, Michigan. In estimating the market value of this property, we have analyzed the various approaches to valuation. Our analysis is a study of market conditions that lead to an estimate of value. There are three general methods by which the value of real estate can be measured. These methods are known as the Sales Comparison Approach, Income Approach and Cost Approach. All three methods have their advantages and weaknesses depending on the type of property being appraised. The test to determine which method or methods should be used lies in an understanding of the real estate market itself. It is best to use the method that a typical buyer or seller uses for the particular property under analysis.

### **Sales Comparison Approach**

The Sales Comparison Approach is the process in which a market value estimate is derived by analyzing the market for similar properties and comparing these properties to the subject property. A major premise of the Sales Comparison Approach is that the market value of the property is directly related to the price of comparable, competitive properties. Since there are sales of generally comparable properties to render the approach applicable, the Sales Comparison Approach will be employed in our valuation.

### **Income Approach**

The Income Approach to value is a straightforward procedure. First, a careful, realistic estimate of a property's gross income potential must be made. Then, it is necessary to accurately forecast the burden of expense entailed in operating the property. The result or difference between these two forecasts is the estimated net income. The net income divided by the rate of return which a prudent investor demands in order to be attracted to the purchase of such an anticipated net income stream will indicate the value of the property. The Income Approach is not an appropriate method of valuation for the subject property because properties like the subject are not typically rented nor bought or sold based upon their rental value. Therefore, while considered, the Income Approach is not applicable and will not be employed.

### **Cost Approach**

The Cost Approach examines the cost to develop a property. This includes estimating the replacement cost of buildings and other improvements, deducting therefrom an estimate of accrued depreciation, if any, and adding the market value of land, as if vacant. Because the subject is land only, the Cost Approach, while considered, is not applicable.

### **Conclusion**

In valuing the subject, we have considered the three traditional approaches to value and, for the reasons previously stated, find the Sales Comparison Approach is the best and only approach to employ in the valuation of the subject.

### **ESTIMATED VALUE VIA SALES COMPARISON APPROACH**

The Sales Comparison Approach is the process by which a market value estimate is derived by analyzing the market activity of similar properties and comparing these properties to the subject. The Sales Comparison Approach is based on the premise that the market value of a property is directly related to the price of comparable, competitive properties. The value of a property in the market is set by the availability of substitute properties of similar utility and desirability.

The Sales Comparison Approach is applicable when there is sufficient data on market sales to indicate value patterns.

The appraiser researches the competitive market for information on properties that are like the subject property and that have recently sold, are listed for sale, or are under contract. The appraiser then verifies the data and selects the most relevant units of comparison (\$/acre). The appraiser looks for differences between comparable properties and the subject, then adjusts. Finally, the adjusted comparables are reconciled into a conclusion of value.

The concepts of anticipation and change, which underline the principles of supply and demand, substitution, balance, and externalities, are basic to the Sales Comparison Approach. Guided by these principles, appraisers consider all issues relevant to the valuation problem in a manner that is consistent with and reflects local market conditions.

The following land sales, among others, have been considered and analyzed in the valuation of the subject.

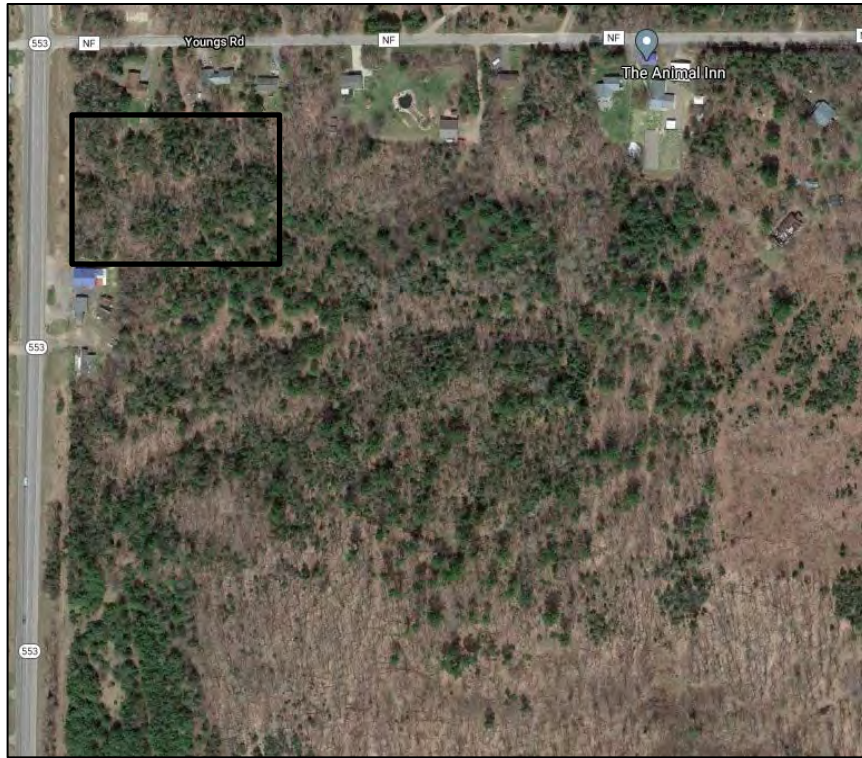
**LAND SALES COMPARABLE ONE**



**LOCATION:** Section 1, West Branch Township, Marquette County, Michigan

<b>PURCHASER:</b>	Ford River Land Company, LLC
<b>SELLER:</b>	Joan Crabill
<b>DATE OF SALE:</b>	September 25, 2018
<b>SALES PRICE:</b>	\$40,000
<b>LAND SIZE:</b>	40± Acres
<b>LEGAL DESCRIPTION:</b>	The Northwest ¼ of the Southwest ¼, Section 1, Township 46 North, Range 24 West, West Branch Township, Marquette County, Michigan.
<b>PARCEL NO:</b>	52-19-001-025-00
<b>REMARKS:</b>	Square shape, wooded parcel of land located on the east side of Kunde Road (TA), northeast of Yalmar.
<b>DEVELOPS:</b>	$\$40,000 \div 40\pm \text{ Acres} = \$1,000/\text{Acre}$

**LAND SALES COMPARABLE TWO**



**LOCATION:** Section 2, Sands Township, Marquette County, Michigan

**PURCHASER:** Greenleaf Timber Holding, Inc.

**SELLER:** William F. & Barbara R. Robey

**DATE OF SALE:** October 3, 2019

**SALES PRICE:** \$44,000

**LAND SIZE:** 30± Acres

**LEGAL DESCRIPTION:** Lengthy Metes and Bounds, Section 2, Township 46 North, Range 25, West, Sands Township, Marquette County, Michigan.

**PARCEL NO:** 52-14-002-010-10

**REMARKS:** Irregular shape with a small exception along the west property line partially wooded parcel of land located on the east side of M-553 and south of Youngs Road.

**DEVELOPS:**  $\$44,000 \div 30\pm \text{ Acres} = \$1,467/\text{Acre}$

**LAND SALES COMPARABLE THREE**



**LOCATION:** Section 17, Skandia Township, Marquette County, Michigan

**PURCHASER:** Hoehl Enterprises 401K PSP, Eberhard J & Debbie W. Hoehl, Trustees

**SELLER:** John M. Bergdahl

**DATE OF SALE:** October 2, 2018

**SALES PRICE:** \$56,000

**LAND SIZE:** 40± Acres

**LEGAL DESCRIPTION:** The Northwest Quarter of the Southwest Quarter (NW ¼ of SW ¼), Section 17, Township 46 North, Range 23 West, Skandia Township, Marquette County, Michigan.

**PARCEL NO:** 52-15-117-014-00

**REMARKS:** Square shape, partially wooded corner of land located on the south side of Dalton Road. Forest cut over land.

**DEVELOPS:** \$56,000 ÷ 40± Acres = \$1,400/Acre

**LAND SALES COMPARABLE FOUR**



**LOCATION:** Section 24, West Branch Township, Marquette County, Michigan

**PURCHASER:** Patricia N. Marquis & Raymond E. Nute, III

**SELLER:** Mary T. Patterson

**DATE OF SALE:** October 30, 2019

**SALES PRICE:** \$55,000

**LAND SIZE:** 50± Acres

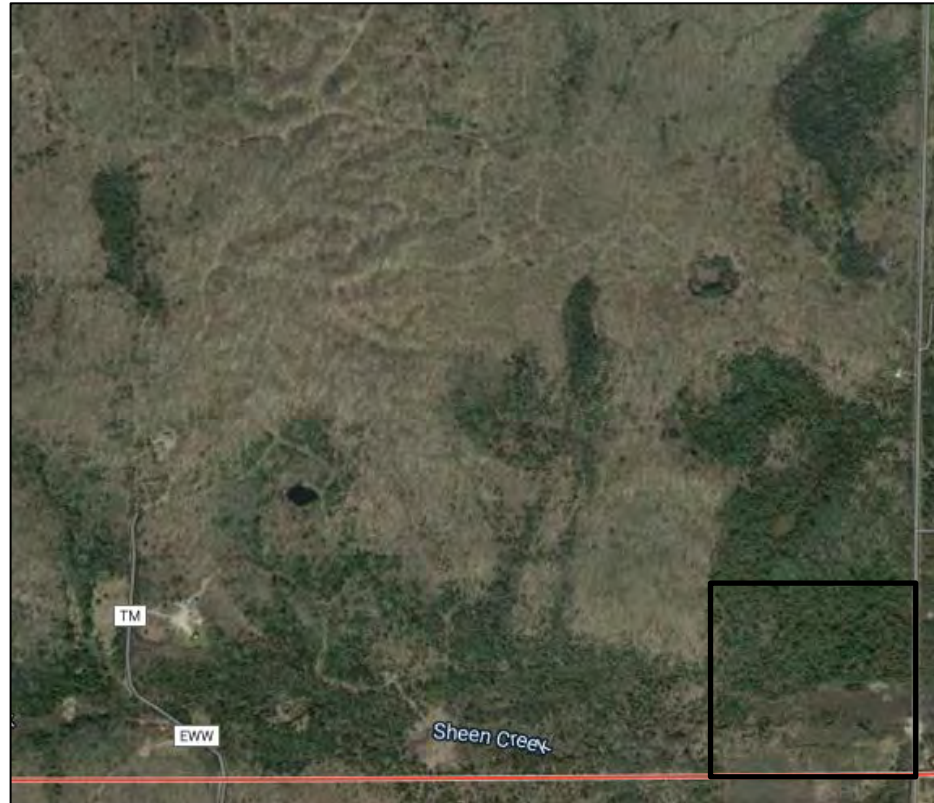
**LEGAL DESCRIPTION:** Lengthy Metes and Bound, Section 24, Township 46 North, Range 24, West, West Branch Township, Marquette County, Michigan.

**PARCEL NO:** 52-19-001-025-00

**REMARKS:** Irregular shape, partially wooded parcel of land. Small exception along southwest portion of property. Large amount of road frontage located on the north side of M-94 and east of Post Road.

**DEVELOPS:**  $\$55,000 \div 50\pm \text{ Acres} = \$1,100/\text{Acre}$

**LAND SALES COMPARABLE FIVE**



**LOCATION:** Section 35, West Branch Township, Marquette County, Michigan

**PURCHASER:** Cody L Ruffner

**SELLER:** Sue U. Larson & Debra Kershasky

**DATE OF SALE:** December 31, 2018

**SALES PRICE:** \$38,000

**LAND SIZE:** 40± Acres

**LEGAL**

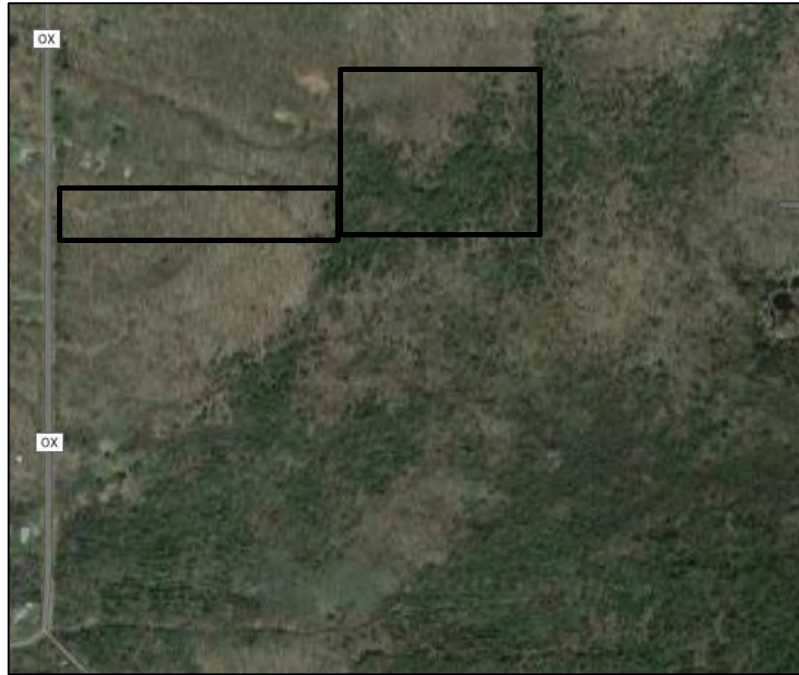
**DESCRIPTION:** The Southeast Quarter of the Southeast Quarter (SE ¼ of SE ¼) of Section 35, Township 46 North, Range 24 West, West Branch Township, Marquette County, Michigan.

**PARCEL NO:** 52-19-035-011-10

**REMARKS:** Rectangular shape, partially wooded parcel of land located on the west side of M-545. Same road as subject. Sheen Creek on property.

**DEVELOPS:** \$38,000 ÷ 40± Acres = \$950/Acre

**LAND SALES COMPARABLE SIX**



**LOCATION:** Section 16, Skandia Township, Marquette County, Michigan

**PURCHASER:** Claire L & Michael Smith

**SELLER:** Christie M. Deloria & Curt L. Sheffield

**DATE OF SALE:** June 7, 2019

**SALES PRICE:** \$67,000

**LAND SIZE:** 60± Acres

**LEGAL**

**DESCRIPTION:** Parcel 1: The Northeast Quarter of the Northeast Quarter (NE ¼ of NE ¼) of Section 16, Township 46 North, Range 23 West and  
Parcel 2: The South Half of Northwest Quarter of Northeast Quarter (S ½ of NW ¼ of NE ¼) of Section 16, Township 46 North, Range 23 West, Skandia Township, Marquette County, Michigan.

**PARCEL NO:** 52-15-116-001-00

**REMARKS:** Rectangular shape, partially wooded parcels of land located on the east side of Dalton Road. East Branch Creek on property. Backs up to Federal land

**DEVELOPS:** \$67,000 ÷ 60± Acres = \$1,117/Acre

**LAND SALES COMPARABLE SEVEN**



**LOCATION:** Section 33, West Branch Township, Marquette County, Michigan

**PURCHASER:** Kimberly Ann & Ronald Edward Walker

**SELLER:** Lisa L. Bilinsky

**DATE OF SALE:** November 8, 2019

**SALES PRICE:** \$55,000

**LAND SIZE:** 40± Acres

**LEGAL DESCRIPTION:** The East half of the East Half of the Southwest Quarter (E ½ of E ½ of SW 4) Section 33, Township 46 North, Range 24 West, West Branch Township, Marquette County, Michigan.

**PARCEL NO:** 52-19-033-002-00

**REMARKS:** Rectangular shape, partially wooded parcel of land located on the east side of Engman Lake Road (TA). Wise Man Creek on property

**DEVELOPS:** \$55,000 ÷ 40± Acres = \$1,375/Acre

**ESTIMATED VALUE VIA THE SALES COMPARISON APPROACH (continued)**

**LAND SALES COMPARABLE MAP**



LAND SALES COMPARABLE SUMMARY				
Comparable	Sale Date	Sale Price	Size/Acre	Rate \$/Acre
One	September 25, 2018	\$40,000	40.00	\$1,000
Two	October 3, 2019	\$44,000	30.00	\$1,467
Three	October 2, 2018	\$56,000	40.00	\$1,400
Four	October 30, 2019	\$55,000	50.00	\$1,100
Five	December 31, 2018	\$38,000	40.00	\$950
Six	June 7, 2019	\$67,000	60.00	\$1,117
Seven	November 8, 2019	\$55,000	40.00	\$1,375
<b>Mean</b>		<b>\$50,714</b>	<b>42.86</b>	<b>\$1,201</b>

**ESTIMATED VALUE VIA THE SALES COMPARISON APPROACH (continued)**

**Land Sales Discussion**

The preceding comparables represent sales of vacant land from Marquette County. There are three sales from year 2018, and four sales from year 2019. The comparable range in land area from 30± acres to 60± acres, with a mean of 42.86± acres, as compared to the subject with 40.97± acres. The unadjusted sale prices range from \$950/acre to \$1,467/acre with a mean of \$1,201/acre.

The comparables sold in varying time periods from the dates of sale to the date of valuation. It is our opinion that property land values have remained generally constant from their dates of sale to the date of valuation. Nevertheless, we have adjusted each comparable upward at the rate of 2.5%/year from the date of sale to the date of valuation to allow for inflationary increases over this period. After an adjustment for changing market conditions over time, the comparables range from \$996/acre to \$1,503/acre with a mean of \$1,244/acre.

The subject is located in Chocolay Township in Marquette County, Michigan. The subject is in a good location, near the City of Marquette and its medical facilities, hunting, recreational supply providers, recreational amenities, and Lake Superior. The comparables are also in Marquette County like the subject, but in varying locations across the county. With all things considered, Comparables Two and Seven are in superior locations closer to the City of Marquette or the airport and were adjusted downward. Comparables One, Three, Four, Five, and Six are in similar locations with no adjustment required.

The subject main parcel is a generally square shaped 40± acre parcel of land. With all things considered, the Comparables are of a similar shape with no adjustment required.

Based upon theories of bulk purchasing and economies of scale it is often true that larger properties tend to sell for less per unit of comparison (\$/acre) than smaller properties with other factors being equal. And, conversely, smaller properties tend to sell for more \$/acre than larger properties with other factors being equal. The comparables are of a competing size as the subject with no land size adjustment required.

Road access is important to a property. The subject is accessed via a dirt access road adjacent to an existing field. The site has only 33 feet of road frontage on West Branch Road (CR545). The access is 0.25 miles long to the main portion of the site. The subject will not be accessible during some periods of the year due to snow, rain, and weather conditions. Comparables One, Five, Six, and Seven have a direct access from the road to their site, are superior, and were adjusted downward in comparison to the subject. Comparables Two, Three, and Four are also on superior roadways for access and travel and were adjusted downward an additional amount.

The topography of a site is important. The subject and the Comparables each have topographical features of a recreational land pattern with a mix of open and wooded area similar to the subject with no adjustment required, except for Comparable Five and Seven, which have creeks flowing on their site and are deemed superior to the subject and adjusted downward.

Other factors of comparison are similar like the subject with no further adjustments deemed to be necessary. The following table represents the adjustments made to the comparables.

**ESTIMATED VALUE VIA THE SALES COMPARISON APPROACH (continued)**

LAND SALES ADJUSTMENT TABLE										
Comparable	\$/Acre	Market Cond.	Adj. \$/Acre	Location	Shape	Size	Road Front/ Site Access	Topo	Total Adj.	Adj \$/Acre
One	\$1,000	5.208%	\$1,052	0%	0%	0%	-15%	0%	-15%	\$894
Two	\$1,467	2.500%	\$1,503	-10%	0%	0%	-25%	0%	-35%	\$977
Three	\$1,400	5.000%	\$1,470	0%	0%	0%	-25%	0%	-25%	\$1,103
Four	\$1,100	2.500%	\$1,128	0%	0%	0%	-25%	0%	-25%	\$846
Five	\$950	4.791%	\$996	0%	0%	0%	-15%	-5%	-20%	\$796
Six	\$1,117	3.125%	\$1,152	0%	0%	0%	-15%	0%	-15%	\$979
Seven	\$1,375	2.292%	\$1,407	-10%	0%	0%	-15%	-5%	-30%	\$985
<b>Mean</b>	<b>\$1,201</b>		<b>\$1,244</b>							<b>\$940</b>

After adjustments, the comparables develop rates per acre from \$796/acre to \$1,103/acre, with a mean of \$940/acre and a standard deviation of \$103/acre. Excluding Comparable Three which is beyond one standard deviation, the range tightens to \$796/acre to \$977/acre with a mean of \$913/acre and a standard deviation of \$80/acre.

Based upon all the preceding, after careful consideration and analysis of the likes and differences between the subject and the comparables, we conclude that the market value of the subject is at the rate of \$920/acre.

Computation:

$$40.97\pm \text{ acres} \quad \times \quad \$920/\text{acre} \quad = \quad \$37,692$$

**Rounded      \$37,700**

### **CORRELATION AND CONCLUSION OF VALUE**

The Sales Comparison Approach, Income Approach and Cost Approach were considered in the final estimate of value.

The Sales Comparison Approach has been employed. The strength of this approach is it reflects the actions of buyers and sellers in the marketplace. The weakness of this approach is that no two properties are alike and adjustments are necessary to reduce the difference between the comparables and the subject. The adjustments are reasonable and necessary. Road access, which is important to a property, required the greater adjustment. The subject has only 33 feet of road frontage and is accessed via a dirt access road adjacent to an existing field. The access is 0.25 miles long to the main portion of the property. The subject will not be accessible during some periods of the year due to snow, rain, and weather conditions. The road frontage/site access adjustment is deemed reasonable. The Sale Comparison Approach is a good indicator of market value.

The Income Approach is not applicable. While it is true that land is sometimes leased, land is not typically acquired for its rental value.

The Cost Approach is not applicable for the reasons stated in the Method of Valuation section of this report.

The final value estimate is based on the most appropriate market data considering current market conditions and the actions of typical buyers. Based upon the preceding, after careful consideration and analysis, we conclude that the value of the subject real property on the 3<sup>rd</sup> day of December 2020, is

**THIRTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS**

**(\$37,700).**

## **QUALIFICATIONS OF ROBERT J. VERTALKA, MAI, SRA, JD**

### **EMPLOYMENT**

*1971 to  
present:*

Independent fee appraiser completing assignments for various lenders, business entities, governments, and individuals. Appraisal services completed for various purposes: absorption study, acquisition, appraisal review, condemnation, conservation easement, construction inspection, disposition, dispute resolution, easement analysis, eminent domain, financial work-out, federal bankruptcy, foreclosure, insurance, leased fee interest, leasehold interest, litigation support, market analysis, mortgage, partial interest, right of way and tax appeal. Responsibilities include appraising all types of properties, including but not limited to: adult foster care, airplane hangar, alternative use property, animal care and boarding, antique mall, apartment complex, automobile dealership, auto/truck repair facilities, banking/financial center, blueberry farm, bowling alley, camp grounds, car wash, child development center, church, college campus, condominium, convenience store, converted school, corporate retreat, development land, dry cleaner, easements, elks lodge, fire station conversion, fitness center, foster care center, funeral home, furniture store, fraternity/sorority, gas station, golf course, greenhouse/garden center, grocery store, hair salon, high-end residential, high-rise (3-stories or higher), mid-rise (3 stories or less), hospice facility, hospital, hotel, hunting camp, ice skating rink, industrial building, lumber company, meat packing company, medical facility, medical/dental office, mixed use property, mobile home park, motel, moving & storage company, multi-family development, nursing home, office, office condominium, park land, parking facilities, pharmacies, pole barn, police post, prison facility, psychiatric facility, recreation parks, recreation land, recycling center, refinery, resorts, restaurant (fast-food, casual, fine-dining), retail, re-use properties, sand & gravel pit, school, self-storage complex, shopping center, social clubs, special use/special purpose property, strip mall, student rental, subdivision, surgical center, truck terminals, training school, transit facility, turf farm, two-to-four family home, vacant land, vet clinic, warehouse facility.

### **PROFESSIONAL MEMBERSHIPS**

*1973* Licensed Real Estate Broker, State of Michigan.  
*1978* Member: American Bar Association, State Bar of Michigan, and Ingham County Bar Association.  
*1984* SRA designation of Society of Real Estate Appraisers.  
*1990* MAI designation of American Institute of Real Estate Appraisers.  
*1991* Licensed Certified Real Estate Appraiser, State of Michigan, Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, MI 48909.  
*1991-01* Delta Township Taxing Board of Review Member.  
*1984 to  
present* Held various offices in the Lansing Chapter Society of Real Estate Appraisers, now Appraisal Institute, from Director to President. Serves on various committees from admissions to professional practice.  
*1990 to  
present* Held various offices in the Great Lakes Chapter of the Appraisal Institute, including director, secretary, treasurer, first vice president, vice president and 2001 president.

**QUALIFICATIONS OF ROBERT J. VERTALKA, MAI, SRA, JD (continued)**

**EDUCATIONAL HISTORY**

- 1971 Bachelor of Arts, Michigan State University; course work in real estate law and related subjects.
- 1972 University of Michigan: Real Estate Business I, Appraisal I, Appraisal II.  
Condominium Investment and Development seminar in New York.
- 1973 American Institute of Real Estate Appraisers: Appraisal I-A, I-B, waived exam, Appraisal VIII, AIREA.  
Oakland University: Real Estate Business II.  
University of Michigan: Real Estate Business III.
- 1974 University of Michigan: Real Estate Selling Methods.  
Society of Real Estate Appraisers: Feasibility Analysis Seminar.
- 1978 American Institute of Real Estate Appraisers: Appraisal II.  
Juris Doctor, Thomas M. Cooley Law School.
- 1985 Society of Real Estate Appraisers (Purdue University): Instructors Seminar.
- 1987 Society of Real Estate Appraisers: Course 201, Principles of Income Property Appraising, Attendance at Annual Convention (Montreal), 16 recertification credits.
- 1988 American Institute of Real Estate Appraisers (Traverse City, Michigan) Standards of Professional Practice; Waiver exam 1A-2, Basic Valuation Principals; Waiver exam 1A-1/81, Real Estate Appraisal Principals; Waiver exam 1B-A, Capitalization Theory & Techniques Part I; Waiver exam 1B-B, Capitalization Theory & Techniques Part II. (University of North Carolina) Course 2-1, Case Studies in Real Estate Valuation; Course 2-2, Valuation Analysis & Report Writing.
- 1989 MAI Designation, American Institute of Real Estate Appraisers.
- 1990 Society of Real Estate Appraisers, Instructor - Intensive 101 Course, Kellogg Center, Michigan State University, East Lansing, Michigan.
- 1991 National Association of Realtors, Instructor - Residential Appraisal Education Program.
- 1992 National Association of Realtors, Instructor - Residential Appraisal Education Program.
- 1993 The Appraisal Institute: Reviewing Appraisals Seminar; Americans with Disabilities Act Seminar.
- 1994 The Appraisal Institute, Instructor - Intensive Course 120.
- 1995 Litigation and Expert Witness, Troy, Michigan.  
Electronic Data Interchange Seminar, Toledo, Ohio.
- 1997 Proposed changes in Uniform Standards of Professional Appraisal Practice (USPAP).
- 1998 Tax and Financial Planning After the Tax Reform Act; Standards of Professional Appraisal Practice, Part C; Fair Lending and the Appraiser, Chicago, Illinois; Legislative Affairs Affecting the Appraisal Profession; Automated Valuation Models.
- 1999 Attacking and Defending an Appraisal in Litigation; Economic Trends and Forecasts; Executive Summit on Appraisal Issues.
- 2000 Changes in State Licensing Requirements.
- 2001 Internet Literacy.
- 2003 The Appraisal Institute: (Austin, Texas) Real Estate Fraud - The Appraiser's Responsibilities and Liabilities; The Road Less Traveled - Special Purpose Properties.

**QUALIFICATIONS OF ROBERT J. VERTALKA, MAI, SRA, JD (continued)**

**EDUCATIONAL HISTORY (continued)**

- 2004 The Appraisal Institute: (Toronto, Canada) Case Studies and Valuations for Financial Reporting; Trends in Institutional Real Estate; Analyzing Distressed Real Estate; GIS Applications of Retail Gravity Model.
- 2005 International Right of Way Association Fall Seminar, 12 hours continuing education credits, Traverse City, Michigan.
- 2006 State of Michigan - Co-development and Co-authored Easement Acquisition Presentation for County Drain Commissioners. Valuation and Litigation Services Special Interest Group kick-off.
- 2008 Michigan Appraiser Law Update. Michigan Real Estate Appraisers Regulatory Information. The Appraisal Institute: Online 7 hour National USPAP Equivalent Course; Environmental Issues for Appraisers; Online Real Estate Appraisal Operations Course.
- 2009 The Appraisal Institute: Appraisal Curriculum Overview; Business Practices and Ethics; International Right of Way Association Fall Seminar, 12 hours continuing education credits, Mackinac Island, Michigan.
- 2010 7 hour National USPAP Update, Chicago, Illinois.
- 2011 Spotlight on USPAP - Agreement for Services Instructions, 2 classroom hours.
- 2012 7 hour National USPAP Update, Chicago, Illinois; Michigan Economy 2012, 2 classroom hours; Online Analyzing Operating Expenses, 7 classroom hours; Michigan Law & Rules, 2 classroom hours; Appraising the Appraisal: Appraisal Review-Residential, 7 classroom hours; Online Real Estate Appraisal Operations, 4 classroom hours.
- 2014 7 hour National USPAP Update, Lansing, Michigan; Michigan Law Update, Lansing, Michigan, 2 classroom hours; Online Supervisor-Trainee Course for Michigan (4 hours); Online Appraisal of Self Storage Facilities (7 hours); Online Appraisal of Assisted Living Facilities (8 hours); Great Lakes Chapter 2014 Southeast Michigan Economic Summit (7 hours) Auburn Hills, Michigan.
- 2015 How to Work with Real Estate Investors, Part 1 & 2; A New Look at Contract Law; A Home Buyers Guide at Credit Scores; Real Estate Investing: Beyond the Basics.
- 2016 7 hour National USPAP Update, Lansing, Michigan; Michigan Laws and Rules, Lansing, Michigan - 2 classroom hours. Appraisal of Fast Food Facilities (7 hours); Appraising Small Apartments (6 hours).
- 2017 Valuation Issues: Michigan B and C Retail Properties, Novi, Michigan; Appraisal Institute (8 hours).
- 2018 7 hour National USPAP Update, Lansing, Michigan; Michigan Laws and Rules, Lansing Michigan - 2 classroom hours. 5 hour Essential Elements of Disclosures and Disclaimers. 6 hour Managing Appraiser Liability. 7 hour Residential Review and USPAP Compliance. 2 hour Michigan Agency Law. 6 hours How to Work with Real Estate Investors, Parts 1 & 2. 2 hours Michigan Fair Housing. 3 hours A New Look at Contract Law. 4 hours Real Estate Investing: Beyond the Basics.
- 2019 CoStar Training. Guest Speaker Michigan Drain Commissioner Conference, Kalamazoo, Michigan.
- 2020 7 hours National USPAP Update, Lansing, Michigan. 2 hours Michigan Laws and Rules, Lansing Michigan. 4 hours Income Approach Case Studies for Commercial Appraisal. 7 hours Appraisal of Owner-Occupied Commercial Properties. 8 hours Appraisal of Assisted Living Facilities.

## **PROFESSIONAL AFFILIATIONS AND EXPERIENCE**

*1984 to*

*present:* Attended various Appraisal Chapter meetings, seminars, and courses, including Continuing Educational Requirements for State Appraiser License and Broker's License. Commercial Brokers Meeting, Chamber of Commerce Meetings. Michigan Economic Development Corporation Meetings.

Testified as an Expert Witness in various courts, including but not limited to: Clare County Circuit Court, Clinton County Circuit Court, Eaton County Circuit Court, Ingham County Circuit and Probate Courts, Gratiot County Circuit Court, Shiawassee County Circuit Court, U.S. Bankruptcy Court, Western District.

Guest Speaker, State Bar of Michigan, Tax Tribunal Section.

**CERTIFICATION**

The undersigned certifies that, to the best of their knowledge and belief:

- That statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- We have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification other than mentioned within this report.
- The appraiser's analysis, opinions and conclusions were developed and the report has been prepared in conformity with the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Appraisal Institute.
- In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909.
- Robert J. Vertalka, MAI, SRA, JD is currently certified under the continuing education program of the Appraisal Institute.
- Our licenses have not been suspended, revoked or otherwise restricted or modified.
- We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 



Robert J. Vertalka, MAI, SRA, JD  
Certified General Appraiser  
State of Michigan  
License No. 1201000669  
Expiration: 7/31/2022

*This report has been digitally signed. This  
signature was made to  
authenticate this document.*

**PARTIAL LIST OF APPRAISAL CLIENTS AND REFERENCES**

**LENDING INSTITUTIONS**

Amerihome Mortgage Corp.	Heartwell Mortgage Corporation
Ann Arbor Community Bank	Horizon Bank
Argonaut Realty-General Motors Corp.	Huntington National Bank
Banc One	IINB National Bank
Bankers Mortgage Corporation	Independent Bank
Benchmark Mortgage Corporation	Irwin Union Bank
Byron Bank	JP Morgan Chase Bank
Capital Area School Employees Credit Union	Key State Bank
Capitol Community Credit Union	Lake Trust Credit Union
Capitol National Bank	LaSalle Bank
Chemical Bank	Liberty State Bank and Trust
Citizens Bank	Mason State Bank
City Bank	Mayflower Mortgage Corporation
CNB Mortgage	Mercantile Bank
Comerica Bank	Michigan Business Connection
Commercial Alliance	Michigan Certified Development Corp.
Dart Bank	Michigan Commerce Bank
Davidson State Bank	Modern Mortgage Corporation
DMR Financial Services	Monarch Community Bank
Eaton Federal Savings Bank	MSU Federal Credit Union
F.D.I.C. - C.S.U.	National City Bank
Farmers & Merchants State Bank	National Cooperative Bank
Fidelity Bank	NationsBank Corporation
Financial Health Credit Union	Oakhills Mortgage Corporation
Firemans Fund Mortgage Corp.	Paragon Bank
First Financial Bancorp	PFCU
First National Bank in Howell	Republic Bank
First National Bank of Michigan	Southern Farm Bureau Life Insurance
First Place Bank	SSB Bank
First Security Savings Bank	State Employees Credit Union
First Union Home Equity Corporation	Summit Community Bank
FirstBank	The Mortgage Lenders
Flagstar Bank	Union Bank
FMB Maynard Allen	United Bank
Franklin Bank	Waterfield Financial Corporation
GMAC Mortgage Corporation	Wells Fargo Bank
Harbour Mortgage Ltd.	

**PARTIAL LIST OF APPRAISAL CLIENTS AND REFERENCES (continued)**

**ATTORNEYS**

Abood Law Firm  
Anderson, Stull & Associates  
Bauckham, Sparks, Thall, Seeber & Kaufman, P.C.  
Ronald M. Bahrie  
Michael Bowman  
Dykema Gossett PLLC  
Fahey Schultz Burzych Rhodes, PLC  
Farhat Law Firm, P.C.  
John R. Fifarek  
Foster, Swift, Collins & Smith, P.C.  
Fraser, Trebilcock, Davis & Dunlap, P.C.  
Gallagher Law Firm, PLC  
Sal Gani  
Glassen, Rhead, McLean, Campbell & Schumaker, P.C.  
The Hubbard Law Firm  
Raymond Joseph  
Loomis, Ewert, Parsley, Davis & Gotting, P.C.  
Mallory, Cunningham, Lapka & Scott  
Robert McCarthy  
Robin Nottingham  
Sinas, Dramis, Brake, Boughton & McIntyre  
Oade, Stroud & Kleiman, P.C.  
Plunkett Cooney, PC  
Reid & Reid  
Rhoades McKee, PC  
Sommers Schwartz, PC  
Stephen J. St. Amant  
Thrun Law Firm  
John W. Ujlaky  
James M. Walline  
John E. Wieber  
Norman C. Witte  
Woodworth Law Firm  
George Zulakis, P.C.

**PARTIAL LIST OF APPRAISAL CLIENTS AND REFERENCES (continued)**

**BUSINESSES and MUNICIPALITIES**

Accident Fund	Hospice of Lansing
Allegan County Drain Commission	Howell Public School District
Alliance OB_GYN	Ingham County Drain Commission
Amber Management Company	Ingham Regional Medical Center
Auto Owners Insurance Company	Investors Equity Group, Inc.
Barnard Manufacturing	Kellogg Community Credit Union
Begum-America	Land Equities Property Development &
Beneicke & Krue Development	Lansing Community College
Berrien County Drain Commission	Lansing Housing Commission
Blue Cross/Blue Shield of Michigan	Lansing Public School District
Capitol Area Humane Society	Lansing Township
Capitol City Baptist Church	Livingston County Road Commission
Catholic Diocese	Meridian Township
City of Carson City	Merrill Lynch Relocation Company
City of East Lansing	Michigan Association of Broadcasters
City of Leslie	Michigan Claim Service
City of Saranac	Michigan Retailers Association
Clare Public Schools	Mooney Oil Corporation
Clinton County Drain Commission	MSP Industries
Clinton County Road Commission	MSU Foundation
Community Mental Health	Muskegon County Drain Commission
Cooperative Services, Inc.	National Railroad Passenger Corp.
Crandall Environmental	Nissui Corporation
da Vinci Schools	Physicians Insurance Company of MI
Dean Transportation	Professional Consultants, Inc.
Delhi Township	Prudential Relocation
Delta Township	R&A Development
DeWitt Township	Rite Aid Corporation
Don Hodney Builders	Salvation Army
DTN Management	Sparrow Health System
Eaton County Drain Commission	SPC Partnership
Employer Mutual Companies	Spicer Group, Inc.
Eyde Company	State of Michigan
Farm Bureau Insurance Company	Stewart Title Company
Federal Depository Insurance Company	Stock well Real Estate Group
Fidelity Realty & Investment Company	T.A. Forsberg, Inc.
First Lutheran Church	Towner Road Development
Gentilozzi Real Estate	Union Township
Goodrich Companies	US Government-Department of Justice
Granger Construction Company	Vlahakis Realty
Guarantee Mutual Life Insurance Company	Washtenaw County Drain Commission
Hallmark Cards, Inc.	Windsor Township

**PARTIAL LIST OF APPRAISAL CLIENTS AND REFERENCES (continued)**

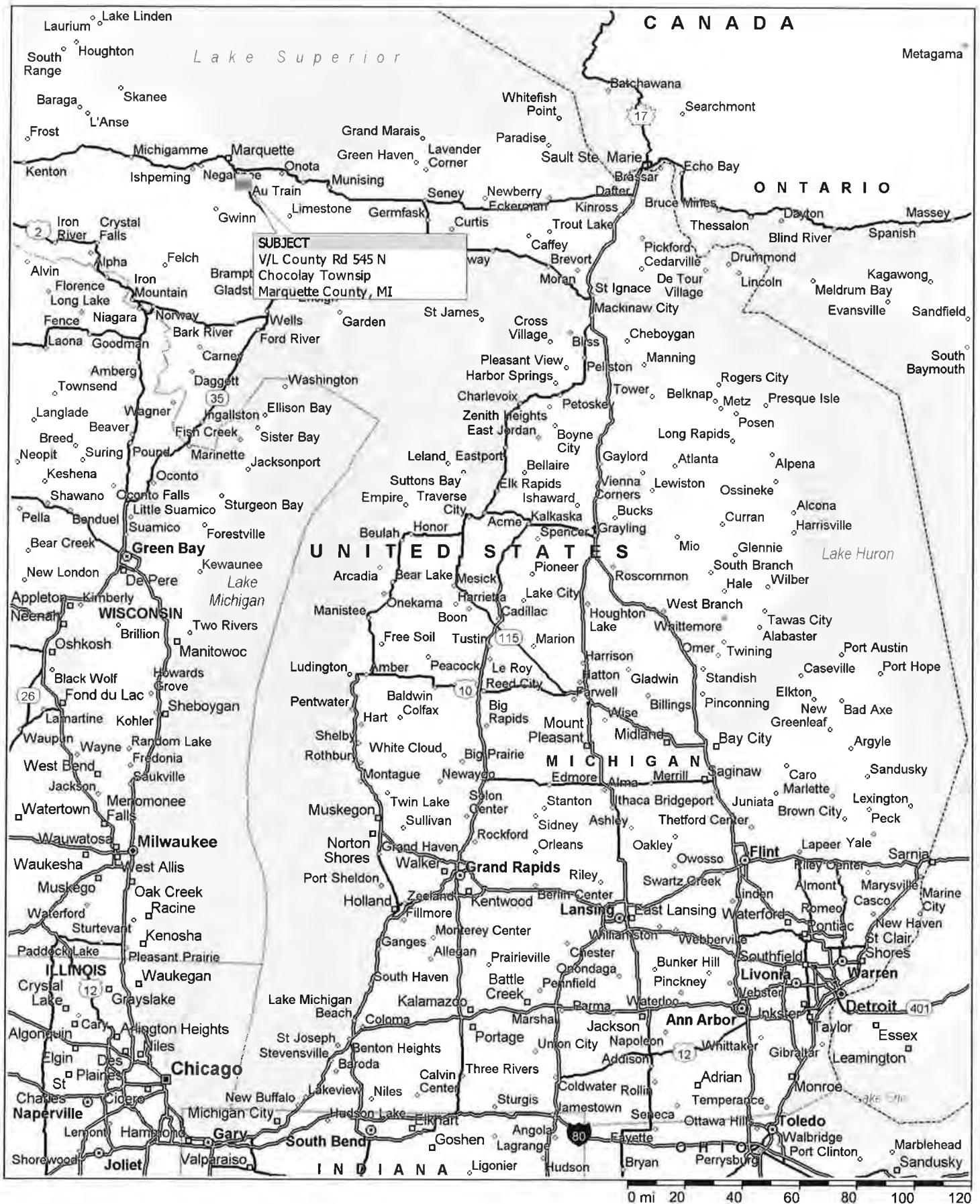
**TYPES OF APPRAISALS COMPLETED**

Adult Foster Care	Meat Packing Company
Airplane Hangar	Medical Facility
Alternative Use Property	Medical/Dental Office
Animal Care & Boarding	Mixed Use Property
Antique Mall	Mobile Home Park
Apartment Complex	Motel
Auto/Truck Repair Facilities	Moving & Storage Company
Automobile Dealership	Multi-Family Development
Banking/Financial Center	Nursing Home
Bowling Alley	Office
Camp Grounds	Office Condominium
Car Wash	Park Land
Child Development Center	Parking Facilities
Church	Pharmacies
College Campus	Pole Barn
Condominium	Police Post
Convenience Store	Recreational Land
Converted School	Recreational Parks
Corporate Retreats	Recycling Center
Development Land	Refinery
Dry Cleaner	Resorts
Easements	Restaurant (fast-food, casual, fine-dining)
Elks Lodge	Retail
Fire Station Conversion	Re-use Properties
Fitness Center	Sand & Gravel Pit
Foster Care Center	School
Fraternity/Sorority	Self Storage Complex
Funeral Home	Shopping Center
Furniture Store	Single-Family Residential Dwellings
Gas Station	Social Club
Golf Course	Special Use/Special Purpose Property
Greenhouse/Garden Center	Strip Mall
Grocery Store	Student Rental
Hair Salon	Subdivision
High-End Residential	Surgical Center
High-Rise (3 stories or higher)	Training School
High-Rise (3 stories or less)	Transit Facility
Hospice Facility	Truck Terminals
Hospital	Turf Farm
Hotel	Two to Four-Family Home
Ice Skating Rink	Vacant Land
Industrial Building	Veterinary Clinic
Lumber Company	Warehouse Facility
Marina	

## **ADDENDUM**

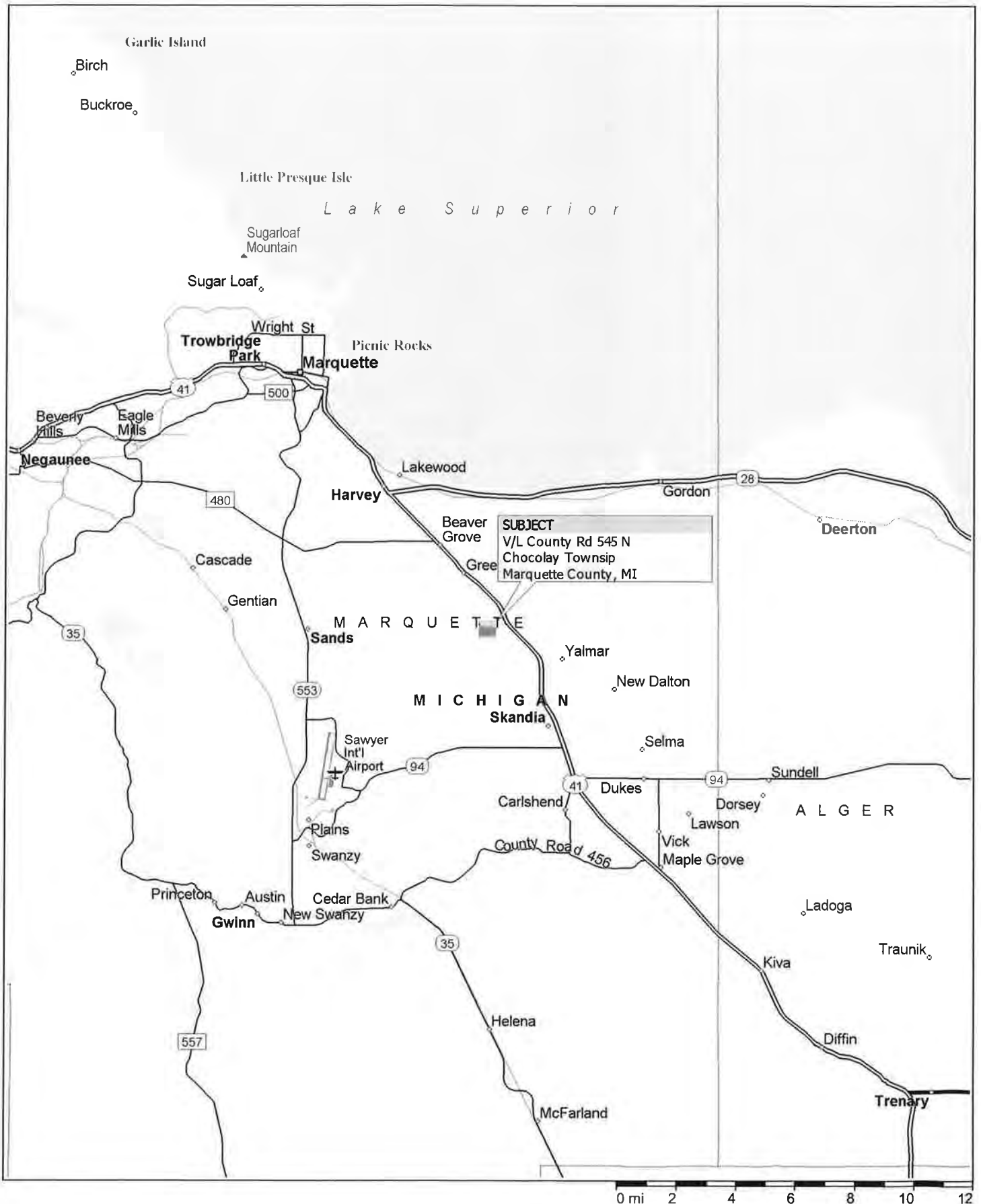
## **AREA MAP**

# MICHIGAN AREA MAP



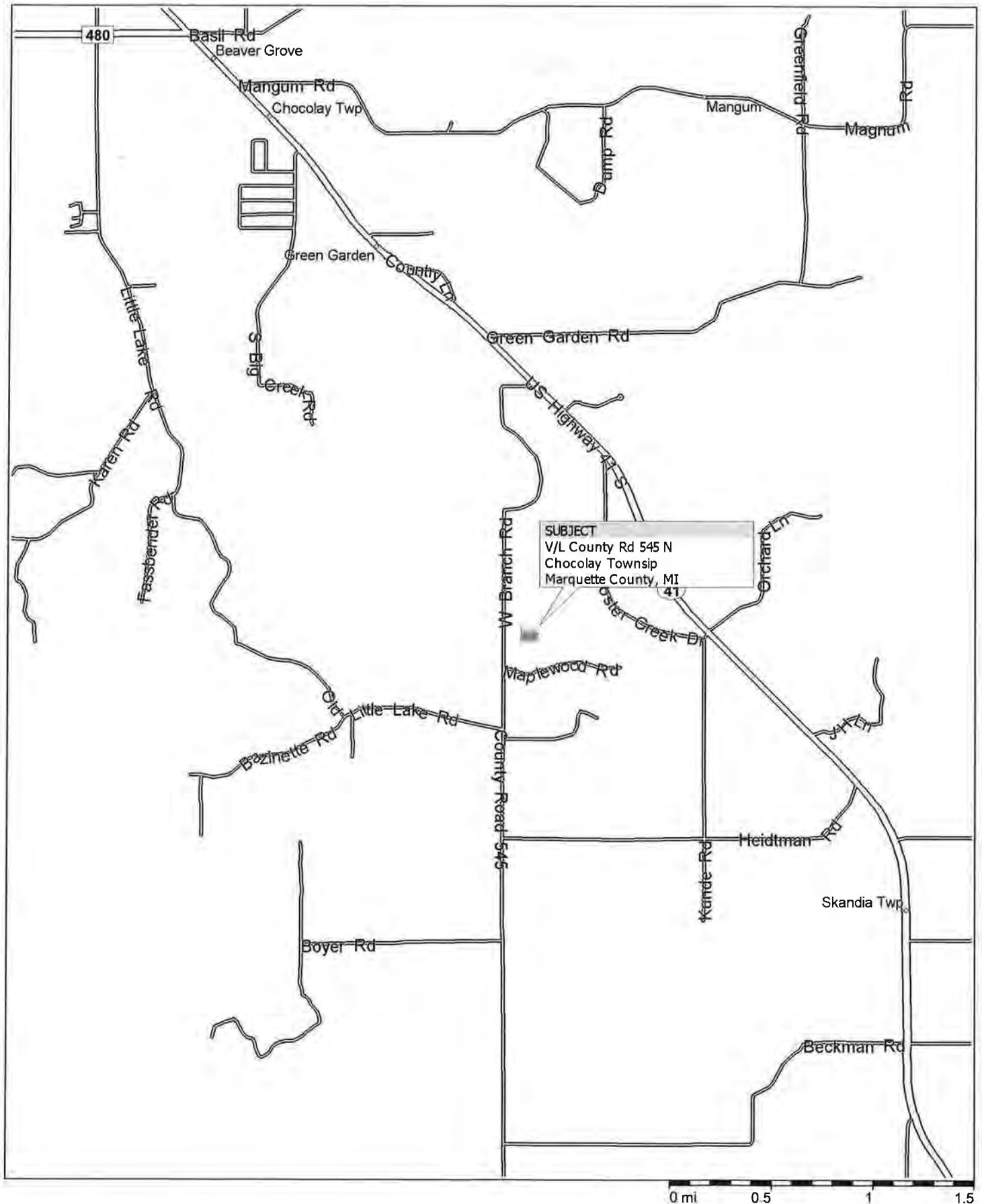
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# AREA MAP



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# LOCATION MAP



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## **AERIAL MAP**



Imagery ©2020 Maxar Technologies, USDA Farm Service Agency, Map data ©2020 200 ft



## CUPPAD Region



Map Publication:  
09/03/2020 1:10 PM

200m  
600ft

powered by  
**FetchGIS**

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. CUPPAD expresses no warranty for the information displayed on this map document.



## CUPPAD Region

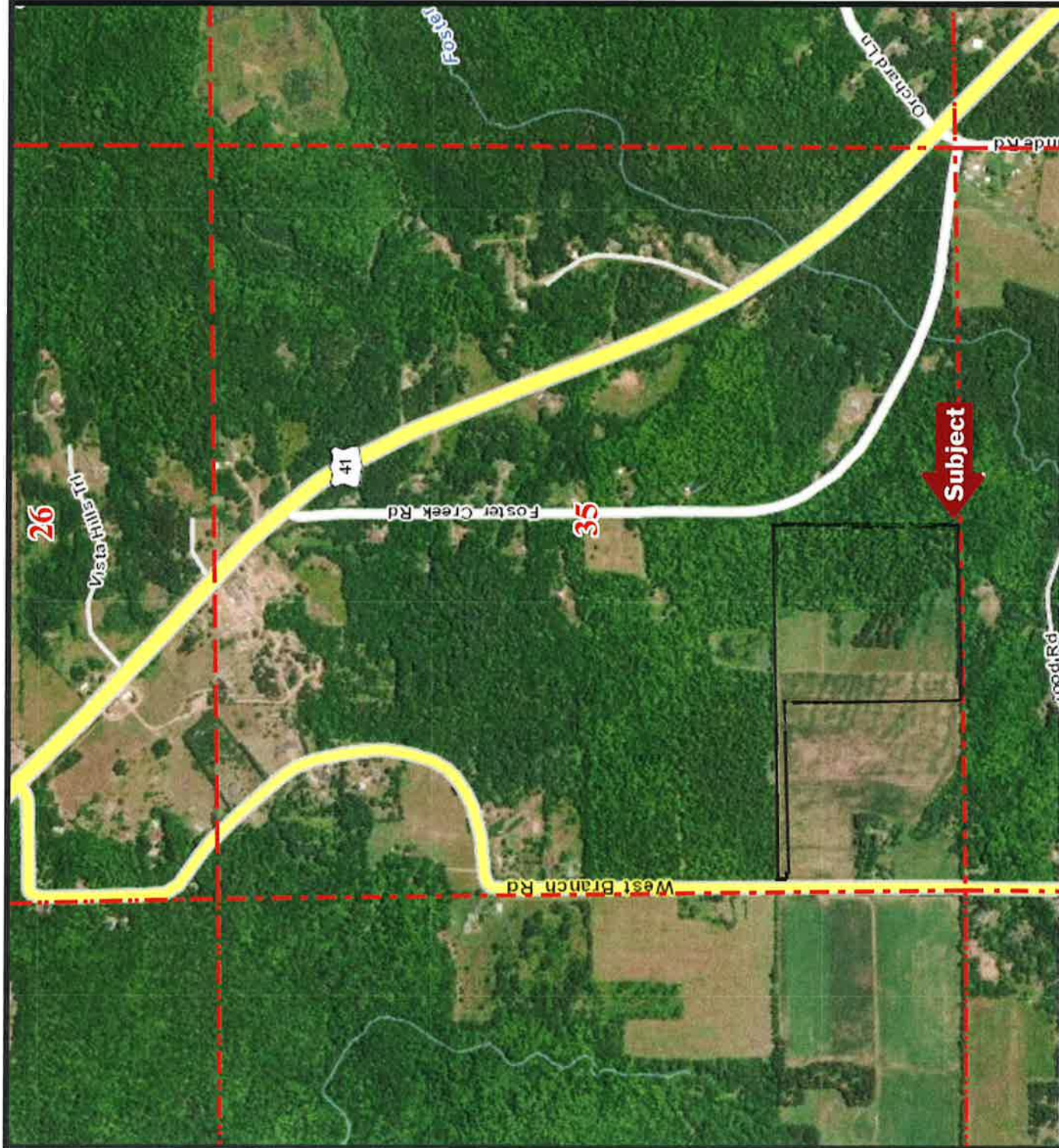


Map Publication:  
11/18/2020 12:54 PM



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## **PARCEL MAP**



# CUPPAD Region



Map Publication:  
09/03/2020 1:18 PM



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## **FLOOD MAP**

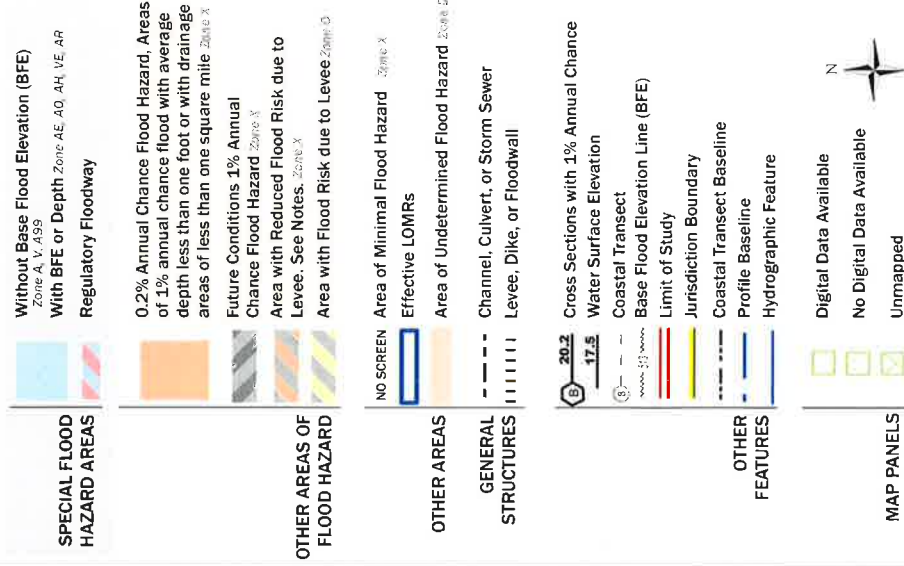
# National Flood Hazard Layer FIRMette

87°16'44"W 46°25'33"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/18/2020 at 12:39 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



## **SOILS MAP**

Search:

Map Unit Legend

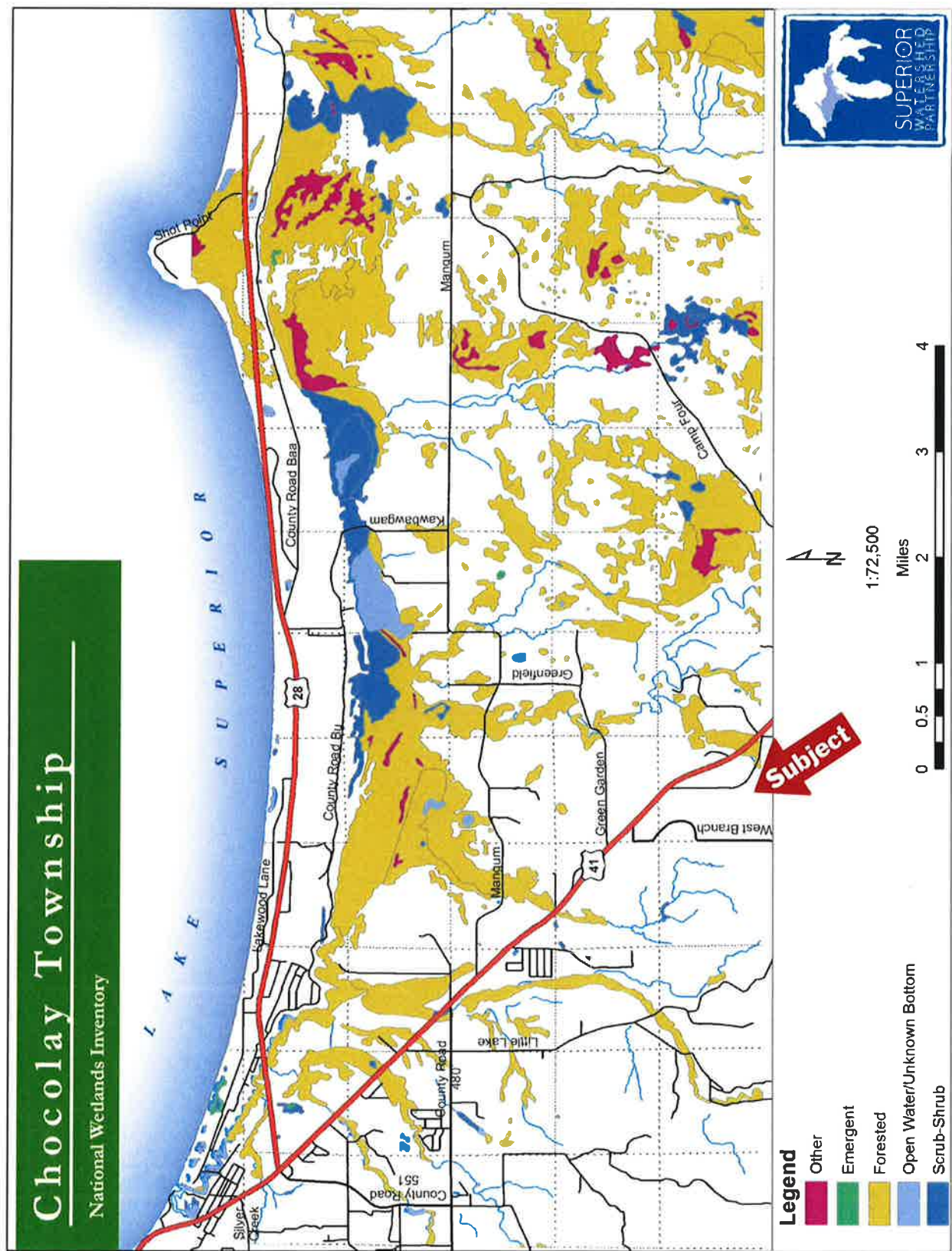
**Marquette County, Michigan (MI103)**  
**Marquette County, Michigan (MI103)**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25B	Munising-Yalmer complex, 1 to 6 percent slopes	0.6	1.6%
76E	Garlic-Alcona-Voelker complex, 8 to 35 percent slopes, dissected	2.1	5.3%
145C	Munising-Yalmer complex, 1 to 12 percent slopes, dissected, very stony	8.2	20.4%
181E	Frohling-Tokiahok complex, 8 to 35 percent slopes, dissected, very stony	29.2	72.7%
<b>Totals for Area of Interest</b>		<b>40.2</b>	<b>100.0%</b>

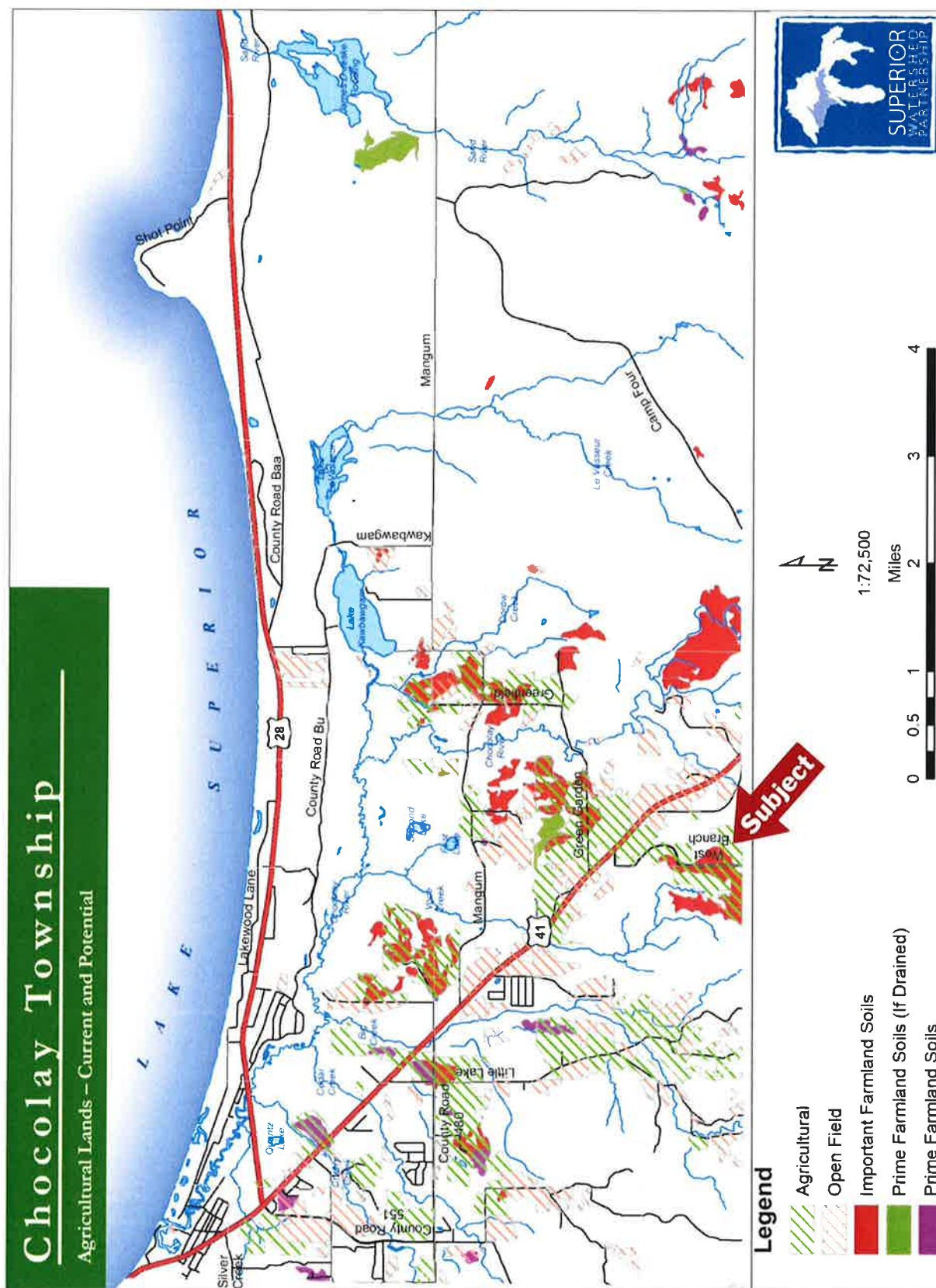
Soil Map


 Scale (not to scale) v


**CHOCOLAY TOWNSHIP  
NATIONAL WETLANDS INVENTORY MAP**



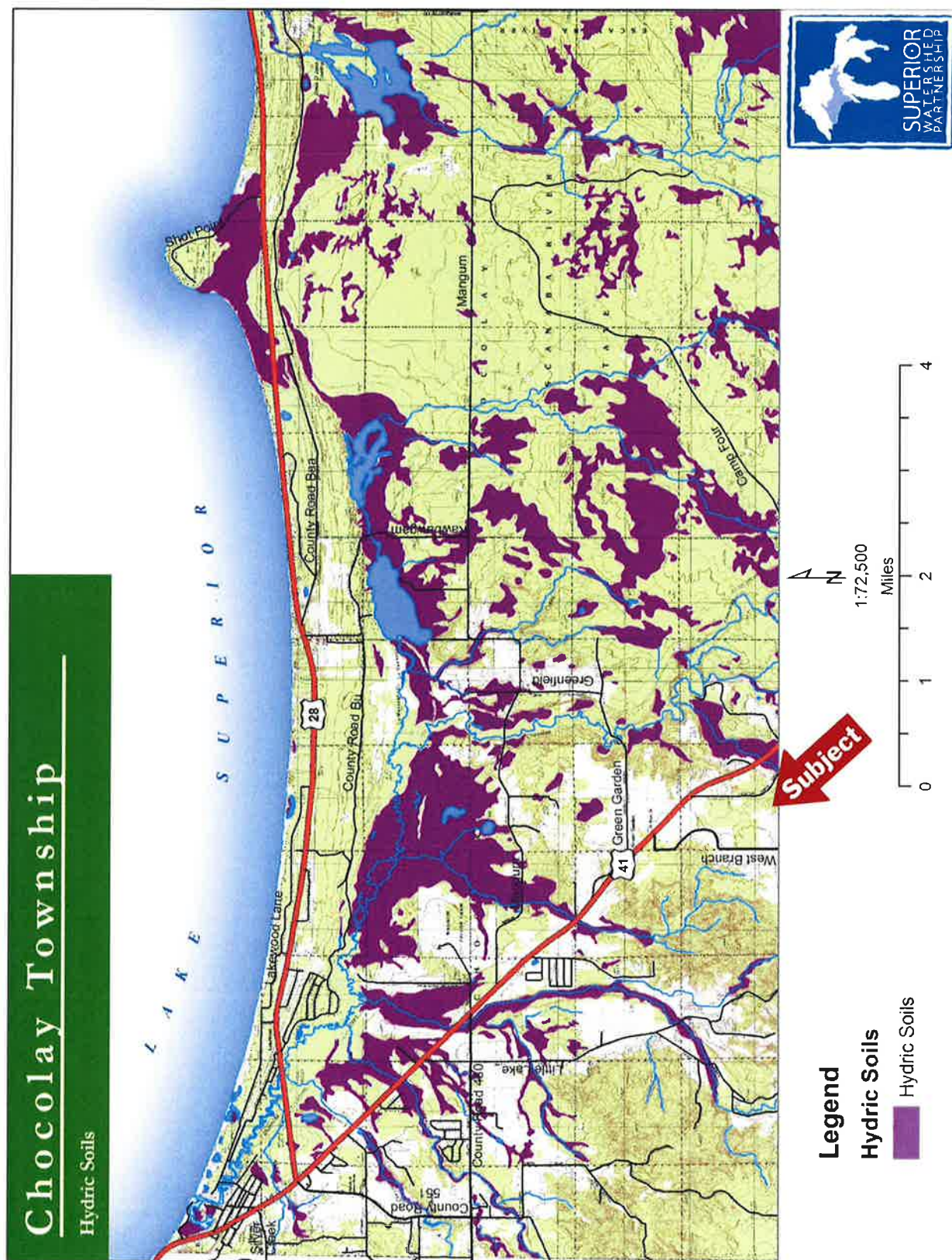
**CHOCOLAY TOWNSHIP  
AGRICULTURAL LANDS MAP**



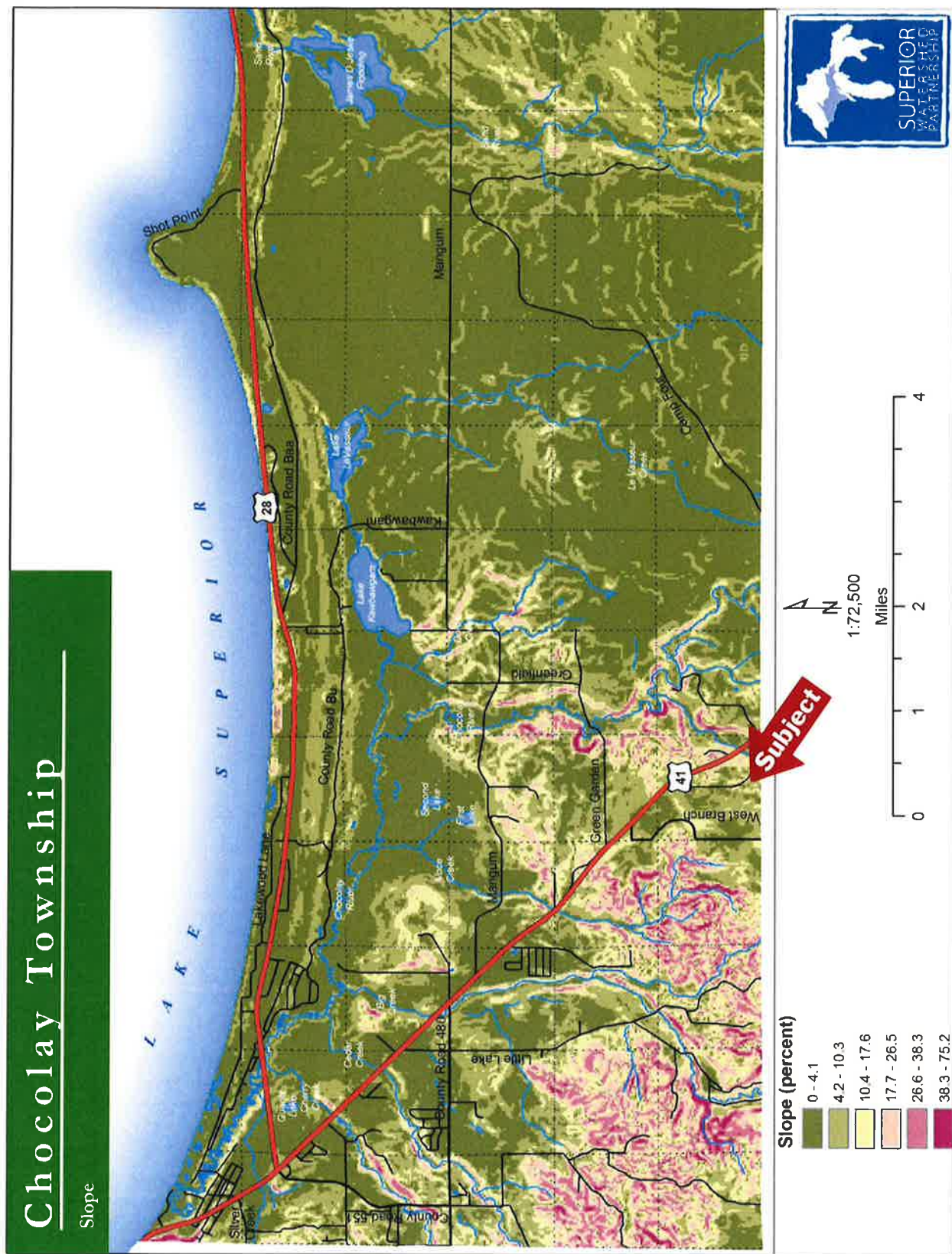
**CHOCOLAY TOWNSHIP  
ENVIRONMENTALLY SENSITIVE AREA MAP**



**CHOCOLAY TOWNSHIP  
HYDRONIC SOILS MAP**



**CHOCOLAY TOWNSHIP  
SLOPE MAP**



## **SURVEY AND LEGAL DESCRIPTION**

# CERTIFICATE OF SURVEY

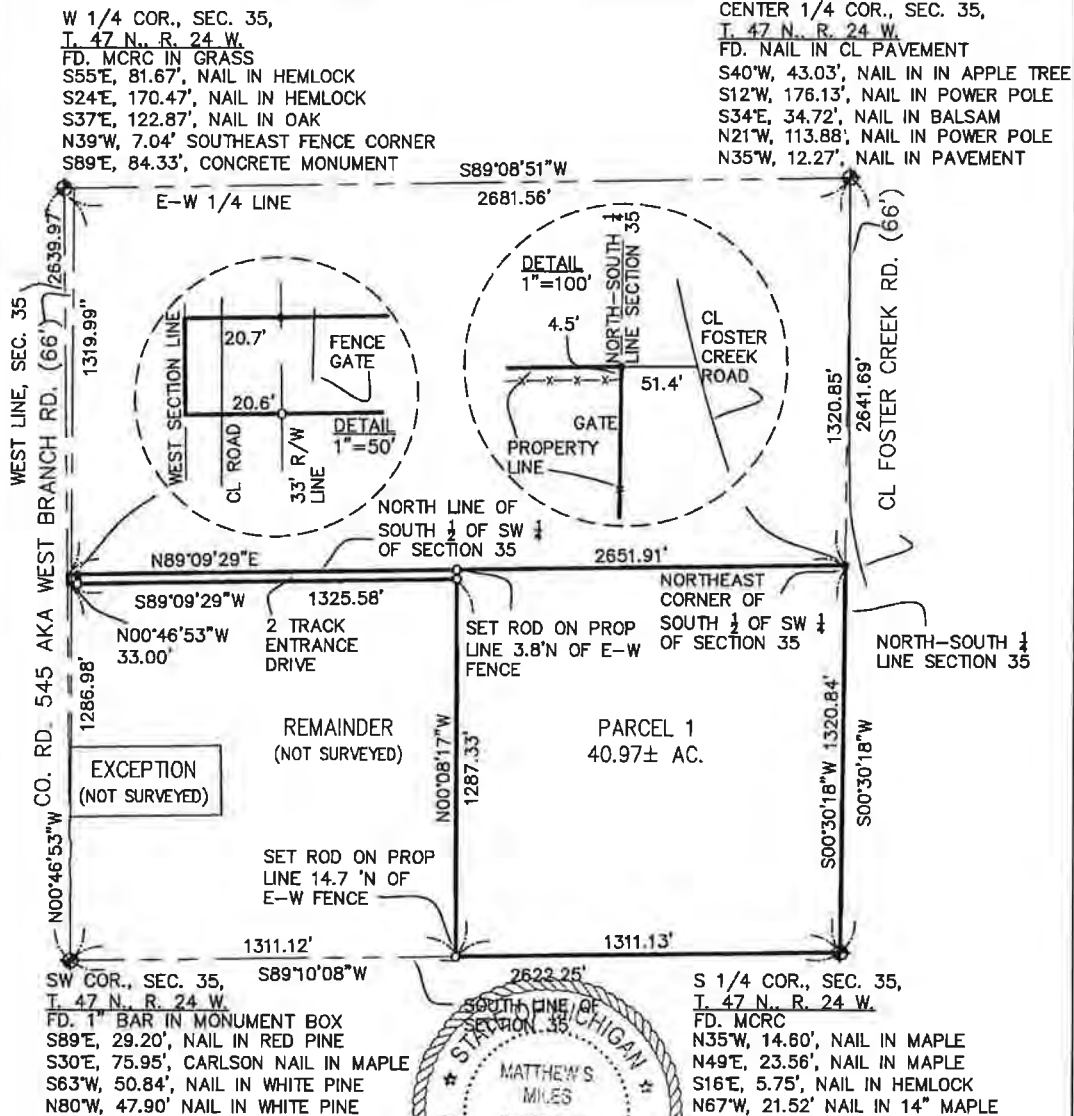
## Legend

- IRON SET
- IRON FOUND
- ◆ GOVERNMENT CORNER
- CO. RD. = COUNTY ROAD
- MCRC = MARQUETTE COUNTY REMONUMENTATION CORNER
- (R) RECORD
- (M) MEASURED
- x- FENCE

Scale: 1" = 500'

0 250' 500' 1000'

SPACE RESERVED FOR REGISTER OF DEEDS



Matthew S. Miles, PS  
Professional Surveyor No. 47955

ERROR OF CLOSURE IS GREATER THAN 1/10,000

BASIS OF BEARING: TRUE NORTH BY GPS OBSERVATION

I, Matthew S. Miles, a Licensed Professional Surveyor in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land; That the ratio of closure of the unadjusted field observations was within the accepted limits and that I have fully complied with the requirements of P.A. 132 of 1970.

CLIENT:  
MICHIGAN DEPARTMENT OF CORRECTIONS

LOCATION:  
PART OF THE SOUTHWEST 1/4, SECTION 35,  
TOWN 47 NORTH, RANGE 24 WEST,  
CHOCOLAY TOWNSHIP,  
MARQUETTE COUNTY, MICHIGAN



STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY  
MANAGEMENT AND BUDGET  
FACILITIES ADMINISTRATION  
ROBERT HALL DIRECTOR

DRWL KMO	DATE 8/10/2017	FILE NO. 17327
CK MSM	FLO. BK. -	PG. -
		SHEET 1 OF 2

## DESCRIPTION

DESCRIPTION: Parcels of land situated in the Township of Chocolay, County of Marquette, State of Michigan, and described as follows to-wit:

## PARCEL 1:

A parcel of land beginning at the South 1/4 corner of Section 35, Town 47 North, Range 24 West, Township of Chocolay, Marquette County, Michigan; thence South 89°10'08" West, along the South line of said Section 35, 1311.13 feet; thence North 00°08'17" West, 1287.33 feet; thence South 89°09'29" West, 1325.58 feet to the West line of said Section; thence North 00°46'53" West, along said West line, 33.00 feet to the North line of the South 1/2 of the Southwest 1/4 of said Section 35; thence North 89°09'29"E, along said North line, 2651.91 feet to the Northeast Corner of the South 1/2 of the Southwest 1/4 of said Section 35; thence South 00°30'18" West, along the North and South 1/4 line of said Section, 1320.84 feet to the Point of Beginning. Parcel contains 40.97 acres of land, more or less.

## REMAINDER PARCEL:

The South half of the Southwest Quarter (S 1/2 of SW 1/4) of Section Thirty-five (35) in Township Forty-seven (47) North, Range Twenty-four (24) West, excepting a piece of land commencing at a point 590 feet South from the Northwest corner, thence running East 515 feet, thence South 240 feet, thence West 515 feet; thence North 240 feet to the point of beginning. Also excepting a parcel of land beginning at the Southeast corner of Section 35, Town 47 North, Range 24 West, Township of Chocolay, Marquette County, Michigan; thence South 89°10'08" West, along the South line of said Section 35, 1311.13 feet; thence North 00°08'17" West, 1287.33 feet; thence South 89°09'29" West, 1325.58 feet to the West line of said Section; thence North 00°46'53" West, along said West line, 33.00 feet to the North line of the South 1/2 of the Southwest 1/4 of said Section 35; thence North 89°09'29"E, along said North line, 2651.91 feet to the Northeast Corner of the South 1/2 of the Southwest 1/4 of said Section 35; thence South 00°30'18" West, along the North and South 1/4 line of said Section, 1320.84 feet to the Point of Beginning.

SUBJECT TO the right-of-way of West Branch Road (County Road 545).

ALSO SUBJECT TO all agreements, covenants, easements, right-of-ways, reservations and restrictions of record, if any.



Matthew S. Miles, PS  
Professional Surveyor No. 47965

I, Matthew S. Miles, a Licensed Professional Surveyor in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land; That the ratio of closure of the unadjusted field observations was within the accepted limits and that I have fully complied with the requirements of P.A. 132 of 1970.



STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY  
MANAGEMENT AND BUDGET  
FACILITIES ADMINISTRATION  
ROBERT HALL DIRECTOR

CLIENT:  
MICHIGAN DEPARTMENT OF CORRECTIONS

## LOCATION:

PART OF THE SOUTHWEST 1/4, SECTION 35,  
TOWN 47 NORTH, RANGE 24 WEST,  
CHOCOLAY TOWNSHIP,  
MARQUETTE COUNTY, MICHIGAN

DRAWN: KMO	DATE: 8/10/17	FILE NO.: 17327
OK: MSM	FILED: BK — PG. —	SHEET: 2 OF 2

## **ZONING MAP**

# Chocolay Township Official Zoning Map

October 7, 2015

Unpaved/Unclassified Roads

State Highways

County Primary Roads

County Secondary Roads

Lake Superior

Sections

Parcels

Rivers

AF

C

I

MFR

MP

PUD

R1

R2

State Lands

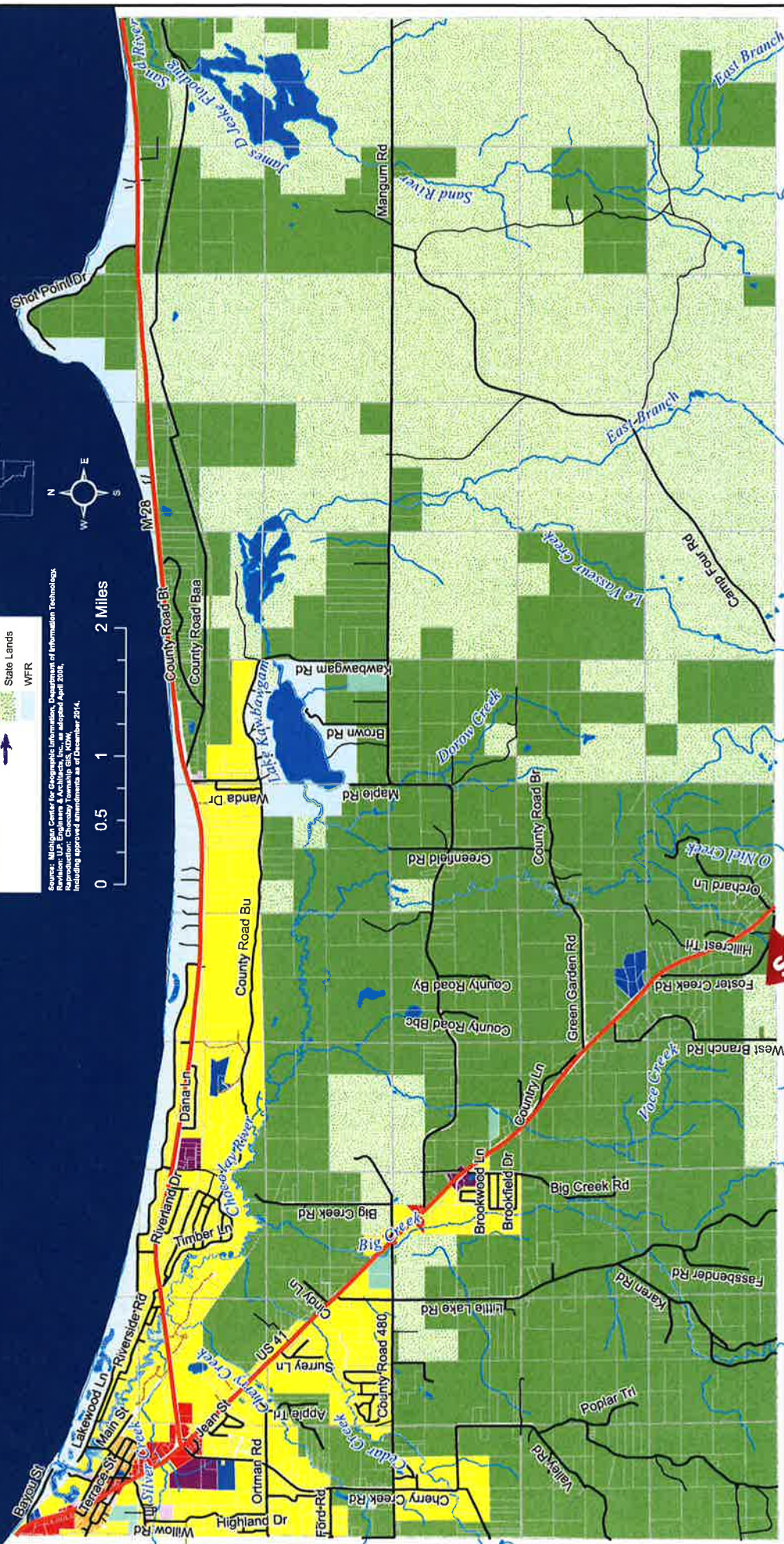
WFR

Map Legend

North Arrow

Scale: 0 0.5 1 2 Miles

Source: Wisconsin Center for Geographic Information, Department of Information Technology  
 Revision: U.S. Engineers & Architects Inc. adopted April 2014.  
 Reproduction: Chocolay Township GIS, KOW, including approved amendments as of December 2014.



## **ZONING TEXT**

2. Other industrial uses, such as manufacturing, research, high technology, and business parks
3. Trails
4. Wireless Communication Facilities
5. Outdoor wood boilers (see *Section 6.5*) (#34-13-05)  
(#34-18-02)
6. Indoor sport shooting range (#34-19-05)

## 4.7 Agriculture / Forestry District (AF)

### (A) Intent

To establish and maintain for low intensity use those areas which because of their location, accessibility and natural characteristics are suitable for a wide range of agricultural, forestry, and recreational uses.

### (B) Permitted Principal Uses

1. Growing and harvesting of timber and bush fruit
2. Agricultural
3. Wildlife management
4. Outdoor wood boilers (see *Section 6.5*) (#34-13-05)
5. Single-family residences
6. Registered Rental Dwellings (#34-19-04)

### (C) Conditional Uses

1. WECS
2. Resorts
3. Bed & Breakfast
4. Trails
5. Recreational uses/structures, on lots of 20 acres or more, where such development can be accomplished without significant adverse environmental impact
6. Race tracks
7. Hunting and shooting preserves on lots of 40 acres or more
8. Accessory Housing Units
9. Rural Cluster Development Subdivisions (see *Section 6.12*)
10. Contractor yards and shops
11. Parks (#34-09-02)
12. Kennels on lots 20 acres or more (#34-09-03)
13. Schools and Churches (#34-10-04)
14. Campgrounds on parcels 20 acres or more (#34-16-02)



**LEASE**



## LEASE

State Lease #11545-2011

Between

The STATE OF MICHIGAN, as Lessor

and

MR. WILLIAM DEVOOGHT, as Lessee

By the authority of Section 221(6) of the Management and Budget Act, 1984 PA 431, as amended, MCL 18.1221(6), this Lease is entered into by the State of Michigan by the Department of Technology, Management & Budget (DTMB) for the Department of Corrections (DOC) (Lessor) and Mr. William DeVooght (Lessee), whose address is 115 Bazinette Road, Marquette, Michigan 48955.

Lessor and Lessee, for the consideration specified in this Lease, agree to the following terms, conditions, and covenants:

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee approximately 395 tillable acres of land and improvements thereon, referred to as the "Premises" with a collective address of 100 North Big Creek Road, in the Township of Chocolay, County of Marquette, State of Michigan. The Premises are further described in Attachments A and B to this Lease and are also illustrated in Attachment C to this Lease.
2. LESSOR'S OPERATIONS: Lessee covenants that the purpose of this Lease is to farm field crops and conduct related commonly accepted and sound farmland management practices, and that its use of the Premises shall, at no time, involve the commercial harvesting of woodland forest products, managing livestock on the Premises or interfering with the operations of Lessor.
3. CONDITION OF PREMISES: Lessee represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition. Lessee represents that it is taking possession of the Premises in their "as is" condition, and agrees to maintain the Premises in their present condition.
4. TERM: Lessor shall lease the Premises to Lessee for a ten-year and two-month initial term of possession beginning upon actual possession or on September 1, 2011, and ending on October 31, 2021 or such later date as provided in Paragraph 6.

The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy. If the occupancy date is changed, Paragraph 6 shall also be changed accordingly.

5. RENT: Lessee shall pay to Lessor at, Attention: Administrative Officer, Bureau of Fiscal Management, Department of Corrections, Grandview Plaza, P O Box 30003, Lansing, Michigan 48909 or at such other address as Lessor may from time to time designate, rent as follows:

The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. September 1, 2011, through 11:59 p.m. October 31, 2021, at the rate of Twelve Thousand Six Hundred and 00/100 Dollars (\$12,600.00) per year, payable in installments of One Thousand Fifty and 00/100 Dollars (\$1,050.00) per month which shall be due by the first day of each month.

- A. If at any time Lessee vacates the Premises prior to the expiration of the Lease and has failed to give proper notice pursuant to Paragraph 17, Lessee will be responsible for all rental payments and repairs, above and beyond normal wear and tear, until the expiration of the Lease.
  - B. Rent during the renewal period(s) agreed to pursuant to Paragraph 6 of the Lease shall be at the prevailing market rental value or based on actual costs as determined by the DMB Director and approved by the State Administrative Board.
  - C. In the event that Lessee fails to make a required payment under this Lease within ten (10) days of the due date, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" equal to five percent (5.0%) of the overdue amount, rounded to the nearest whole dollar. Late fees due to Lessor shall continue to accrue cumulatively on unpaid Lessee balances for each contiguous thirty-day period thereafter in which Lessee's balance due is not paid in full.
6. **OPTION TO RENEW:** This Lease may be renewed if Lessee gives Lessor ninety (90) days written notice before this Lease or any extension expires and agrees to any additional terms and rent modifications proposed by Lessor. Lessor's written consent is necessary for any Lease term extension. Lessor's rental rate for the Premises during an extended term will be established as set forth in Paragraph 5, and will be sent to the address indicated under "Notice and Approvals."
7. **SERVICES BY LESSOR:** Lessor shall provide to the Lessee the following [at Lessor's own expense]:
- A. None.
8. **SERVICES AND RESPONSIBILITIES OF LESSEE:** Lessee shall provide the following services and uphold the following responsibilities at Lessee's own expense:
- A. Lessee shall be solely responsible for the cost of public utilities consumed by Lessee or Lessee's operations on the subject property and shall pay utility providers directly and in a timely manner for any such services.
  - B. Lessee shall fully compensate Lessor for any repairs to the Leased Premises from damage that exceeds normal wear and tear expected from the lawful and proper use of the Leased Premises and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients or customers.
  - C. Lessee shall maintain the Premises in good repair as they were upon initial possession, including all buildings, silos, fences, paved surfaces and other fixtures and improvements situated on the Premises.

- D. Lessee shall routinely remove from the Premises any of Lessee's vehicles and equipment not in use in a specific agricultural function performed on the Premises.
- E. Lessee shall comply with all applicable building, zoning, and land use codes, and obtain any necessary permits, certificates, or licenses in connection with its use of the Premises.
- F. Lessee shall routinely remove from the Premises and properly dispose of all trash and other wastes generated on the premises, including but not limited to animal wastes, except as they may be safely and effectively composted and/or recycled on site.
- G. Lessee shall cut and keep trimmed all noxious weeds before they go to seed.
- H. Lessee shall use chemicals and herbicides for crops on the Premises only in compliance with Michigan Department of Agriculture's rules and guidelines and maintain complete records of such use which shall be made available to Lessor on request.
- I. Lessee shall maintain the soil nutrients at an acceptable good growing range as verified by soil testing to be done to commonly accepted professional farming standards, the results of which shall be reported in writing, at least once each calendar year of this Lease. The timing of that annual soil test shall be as the Lessor and Lessee mutually determine each year. If the soil test report indicates liming or other soil supplement(s) are required for good soil nutrition, the Lessee shall promptly add lime or other soil supplement as required for good soil nutrition at Lessee's own expense. A copy of each annual soil test results and its recommendations shall be provided to Lessor by Lessee within thirty (30) days of its completion. If this Lease is terminated by Lessor before the effective ending date, and the Lessee is not in default in Rental Payments due Lessor or not otherwise in breach of the terms in this Lease, Lessee shall be reimbursed for Lessee's demonstrable, reasonable and customary costs of amending the soil if done any time in the ninety (90) days prior to the Lease termination date.
- J. Lessee shall irrigate the growing crops, by using commonly accepted professional farming practices, at the Lessee's expense. If any irrigation is done, it will be necessary to keep a water usage record, which shall be made available to the Lessor at Lessor's request.
- K. Lessee shall be fully and solely responsible for Lessee's required compliance with the terms of any land use subsidy, crop insurance, loan, grant, or other agricultural business incentives administered by the U.S. Department of Agriculture or the State of Michigan.
- L. Lessee shall provide that crops growing on the premises are harvested and that all of Lessee's personal property shall be removed from the Premises by the end date of this Lease, or any extension thereto, unless Lessee and Lessor have agreed otherwise in writing.
- M. Lessee shall not produce or knowingly tolerate any illegal crop. If an illegal crop is produced or knowingly tolerated on the Premises, as determined by duly authorized law enforcement officers, the Lessee shall be solely responsible for any legal consequences and eradication costs thereof and this Lease shall be subject to termination with immediate effect upon written notice to Lessee at Lessor's sole discretion.
- N. Lessee shall not unsafely or unlawfully dump, rinse and flush out spray equipment, or dispose of any waste or residual herbicide product or other chemical on the Premises.

- O. Lessee shall not use the Premises as a residence for people or as a storage area for personal property of Lessee or others that is not actively used in the operation of the dairy farm.
9. **ASSIGNMENT AND SUBLEASE:** Lessee shall neither assign, sublet, nor grant any license for use of the Premises, or any part thereof, without Lessor's prior written consent, which Lessee shall request at least thirty (30) days in advance of a proposed assignment, sublease, or license. Consent by Lessor to any one assignment, sublease, or license shall not be considered to be a consent to any subsequent assignment, sublease, or license. Any assignment, sublease, or license without the prior written consent of Lessor shall be absolutely null and void and shall, at Lessor's option, terminate this Lease.
10. **ALTERATIONS:** No alterations, modifications, or improvements shall be made to the Premises without Lessor's prior written consent, which Lessee shall request at least thirty (30) days in advance of a proposed alteration, modification, or improvement. At the expiration or cancellation of the Lease, all alterations, modifications, and improvements to the Premises shall become the property of Lessor unless otherwise agreed in writing by Lessor. In the event that the parties agree that Lessee may remove Lessee improvements, Lessee shall restore the Premises to its original condition.
11. **LAWS, CODES AND PERMITS:** Lessee shall comply with all applicable (including but not limited to all environmental) laws, regulations, and codes and will obtain any necessary permits in connection with its use of the Premises.
12. **DAMAGE AND REPAIRS:** Lessee shall provide for any repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises. Any such repairs shall be done in a good and workman-like manner.
13. **INSPECTION OF PREMISES:** Lessor and Lessor's agents and employees shall have the right at all reasonable times to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises.
14. **INDEMNIFICATION:** Lessee agrees to hold harmless, defend, and indemnify Lessor, its agents and employees, from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of action or judgments, including, but not limited to, alleged violations of environmental laws, that may in any manner be imposed on or incurred by the Lessor, its agents and employees, for any bodily injury, loss of life, and/or damage to property, resulting from, arising out of, or in any way connected with Lessee's use of the Premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Premises by Lessor.
15. **LIABILITY INSURANCE:** Lessee shall maintain general premises liability insurance for the Premises that provides full coverage for Lessee, Lessor, and their respective agents and employees and that protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises. Lessee agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Lessee shall provide to Lessor a certificate of insurance listing Lessor, its several departments, boards, agencies, commissions, officers, and employees as additional insured, within thirty (30) days following execution and delivery of this Lease to Lessee, and every

year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to Lessor.

16. PUBLIC POLICY PROVISIONS:

- A. NONDISCRIMINATION: Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Lessee agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease. This covenant is cross-referenced in Paragraph 17.B.2.
- B. UNFAIR LABOR PRACTICES: Lessee shall comply with State Contracts with Certain Employers Prohibited, 1980 PA 278, as amended, MCL 423.321 *et seq.* This covenant is cross-referenced with Paragraph 17.B.1.

17. CANCELLATION:

- A. CANCELLATION: Notwithstanding Paragraph 17 B, either party may cancel this Lease upon one-hundred eighty (180) days written notice to the other party delivered either in person or by certified mail, return receipt requested, to the other party's address pursuant to the "Notices" provisions of this Lease.
- B. This Lease may be cancelled by Lessor provided Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:
  - 1. Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Energy, Labor and Economic Growth, or its successors, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (State Contracts with Certain Employers Prohibited). This covenant is cross-referenced in Paragraph 16.B.
  - 2. Lessee or any subcontractor, manufacturer or supplier of Lessee is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 *et seq.* (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 *et seq.* (Persons with Disabilities Civil Rights Act). This covenant is cross-referenced in Paragraph 16.A.
  - 3. Lessor determines that the Premises are no longer being used for the purpose of operating a commercial dairy farm and/or Lessee fails to perform any of its obligations under the Lease and such failure is not cured within thirty (30) calendar days after written notice of default is given to Lessee.

C. If this Lease is cancelled pursuant to Paragraph 17 and prior to Lessee being able to harvest any crops grown on the Premises, Lessor shall not be obligated to compensate Lessee for said unharvested crops or for related planting and growing costs incurred by Lessee, except as may be specifically provided elsewhere in this Lease.

18. **QUIET ENJOYMENT:** Upon payment of the rent and the performance of the conditions outlined in this Lease, Lessee may peacefully and quietly have, hold, and enjoy the Premises.
19. **RESERVATION:** Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across the premises and to grant or exercise all other rights and privileges of every kind and nature not specifically granted in this Lease.
20. **HOLDOVER TENANCY:** If Lessee remains in possession of the Premises after the expiration of this Lease, with the consent of Lessor but without a renewal of this Lease pursuant to Paragraph 6, a new tenancy from month-to-month shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that rent shall then be due and owing at the rate of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per annum, or in equal installments of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) per month, and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
21. **TAXES:** If Lessee is a nongovernmental entity, it may be subject to taxation for the Premises as provided in 1953 P.A. 189, as amended, MCL 211.181 *et seq.* (Taxation of Lessees or Users of Tax-Exempt Property).

Lessee's failure to notify the taxing authority of this Lease and/or its failure to pay its pro rata share of real property taxes by the first due date shall be a breach of the Lease. Lessee shall provide Lessor with paid receipts for any real property taxes within thirty (30) days after the tax due date.

22. **NOTICES:** Any notice to Lessor or to Lessee required by this Lease shall be considered effective if submitted in writing and sent by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be sent to the addresses listed below:

<b>Lessee:</b>	<b>Lessor:</b>
Mr. William DeVooght	Director
115 Bazinette Road	Real Estate Division
Marquette, MI 49855	Michigan Dept. of Technology, Management & Budget
	530 West Allegan Street
	Lansing MI 48933
E-mail: devooght@tds.net	
Telephone: 906-942-7853	<b>With a copy simultaneously sent to:</b>
	Director
	Bureau of Fiscal Management
	Michigan Dept. of Corrections
	Grandview Plaza
	PO Box 30003
	Lansing, Michigan 48909

Notices shall be considered effective as of 12:00 noon Eastern Standard Time on the third business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.

23. INTERPRETATION: This Lease shall be interpreted in accordance with the laws of the State of Michigan.
24. REQUIRED APPROVALS: This Lease shall not be binding or effective on either party until approved (and witnessed and notarized as necessary) by the Lessor, Lessee, Department of Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board.
25. SEVERABILITY: Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.
26. ENTIRE AGREEMENT: This Lease, with the Attachment(s) listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. See Paragraph 24.
27. Deleted. Not applicable.
28. ATTACHMENTS TO THIS LEASE:

ATTACHMENT A: Description of the Leased Premises in Chocolay Township, Marquette County, Michigan (one page).

ATTACHMENT B: Description of Major Buildings at the Leased Premises in Chocolay Township, Marquette County, Michigan (one page).

ATTACHMENT C: Map of the Leased Premises in Chocolay Township, Marquette County, Michigan (one page).

LESSEE: MR. WILLIAM DEVOOGHT

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

William DeVooght Date: 7-23-11  
Signature

Print Name: Mr. William DeVooght

State of Michigan, County of Alger

The foregoing instrument was acknowledged before me on this 25th day of July

2011, by William DeVooght  
Type or print name(s) of person(s) signing this document

the \_\_\_\_\_ of \_\_\_\_\_,

a \_\_\_\_\_, on behalf of the \_\_\_\_\_.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of Alger, State of Michigan.

My commission expires Nov. 16, 2017.

**CATHY E. FREBERG**  
Notary Public, State of Michigan, County of Alger  
My commission expires November 16, 2016  
Acting in the County of Alger

DEPARTMENT OF CORRECTIONS

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor:

Randall W. Treacher Date: 9/14/11

Signature

Print Name: Randall W. Treacher

Title: Deputy Director - Operations Support Administration

State of Michigan, County of Ingham

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of September

2011, by Randall W. Treacher  
Type or print name(s) of person(s) signing this document

the Deputy Director, for the Department of Corrections.

Andrea C. Simon Notary Public in the County of Eaton

Acting in the County of Ingham, State of Michigan.

My commission expires Nov. 17, 2013

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor:

Deborah M. Roberts Date: 11/3/11  
Signature

Deborah M. Roberts  
Interim Director, Real Estate Division  
Department of Technology, Management & Budget

ALICIA L. PLAUNT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF INGHAM  
MY COMMISSION EXPIRES JUN 30, 2013  
ACTING IN COUNTY OF Ingham

State of Michigan, County of Ingham

The foregoing instrument was acknowledged before me on this 3rd day of November, 2011  
by Deborah M. Roberts, Interim Director of the Real Estate Division of the Michigan Department of Tech-  
nology, Management & Budget.

Alicia L. Plaunt, Notary Public in the County of Ingham

Acting in the County of Ingham, State of Michigan.

My commission expires 7/30/2013.

This Lease has been approved as to legal form by the Michigan Attorney General SKW

This Lease was approved by the Michigan State Administrative Board on:

**APPROVED**  
State Administrative Board

NOV 01 2011

ITEM # 8

Department of Technology,  
Management & Budget

Form Updated: 10-26-2010

**Attachment A to Lease #11545**  
**Description of the Leased Premises**

The Leased Premises consist of approximately 395 tillable acres of land and improvements thereon, with a collective address of 100 North Big Creek Road, in the Township of Chocolay, County of Marquette, State of Michigan. The Leased Premises are further described as consisting of the following parcels in Chocolay Township, Marquette County, Michigan, (T.47.N.-R.24.W):

- Parcel 1: Section 15, SW 1/4 and the W1/4 of the SE1/4 at 167 acres.
- Parcel 2: Section 21, NW 1/4 of the NW1/4 and the E1/2 of NW1/4 at 33 acres.
- Parcel 3: Section 21, E1/2 of the NW1/4 and NE1/4 of the NE1/4 at 75 acres.
- Parcel 4: Section 35, S1/4 of the SW1/4 at 49 acres.
- Parcel 5: Section 34, S1/2 of the SW1/4 and the S1/2 of the SE1/4 at 71 acres.

**Attachment B to Lease #11545**  
**Description of Major Buildings at the Leased Premises**

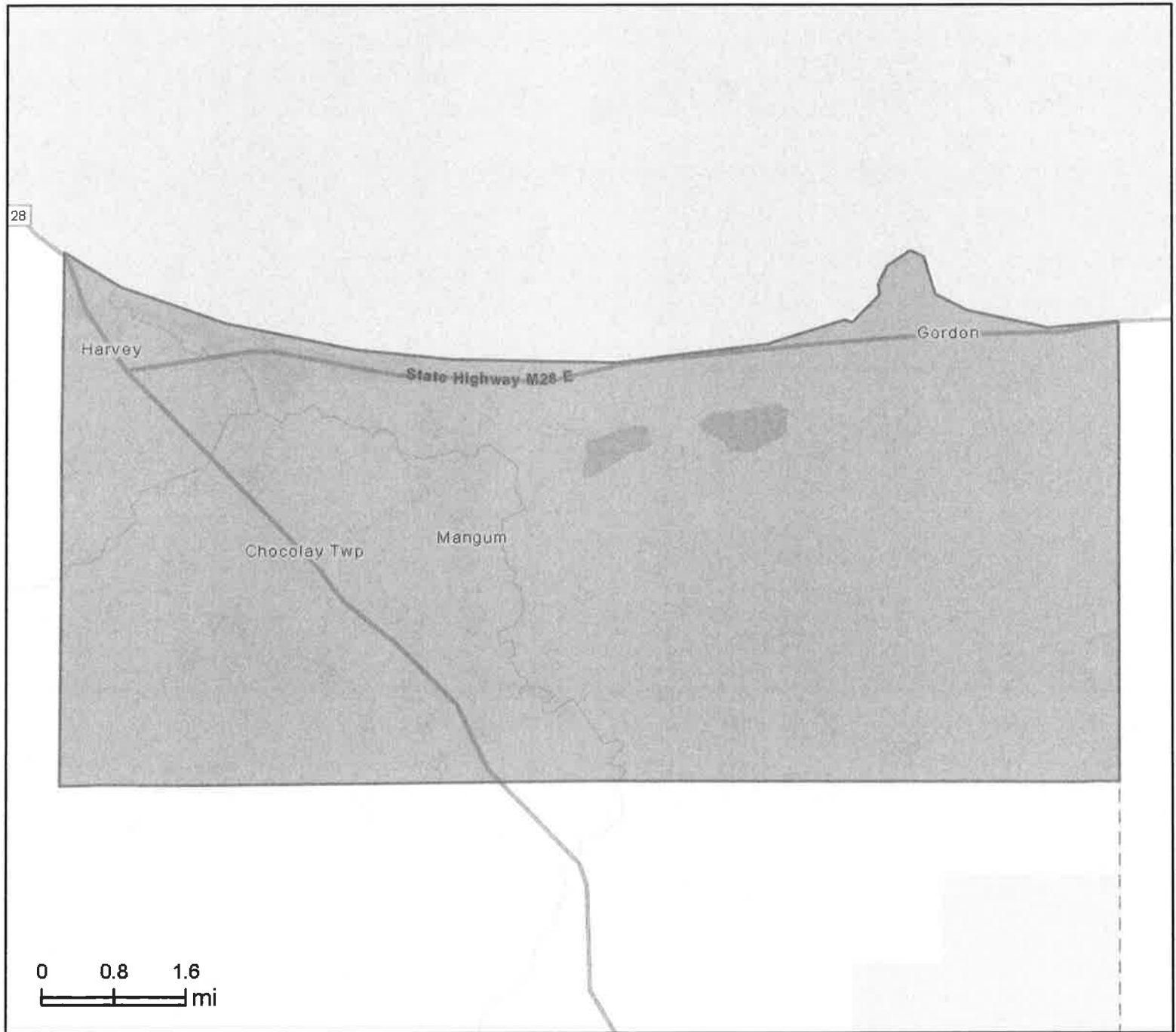
No:	Building Name/Type	Function	Area (SF)	Located On Parcel #
1	Bunker Silo	Crop Storage	8000	1
2	Pole Barn	Cattle Barn	2400	1
3	Pole Barn	Cattle Barn	2400	1
4	Storage Building	Implement Storage	2400	1
5	Quonset Building	Tool Storage	2000	1
6				
7				
8				
9				
10				

## **DEMOGRAPHICS**

## Site Map

Chocolay charter township, MI 2  
Chocolay charter township, MI (2610315660)  
Geography: County Subdivision

Vertalka & Vertalka, Inc.



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mi



September 03, 2020

# 2010 Census Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

	2000	2010	2000-2010 Annual Rate
Population	7,026	5,903	-1.73%
Households	2,294	2,453	0.67%
Housing Units	2,623	2,824	0.74%
Population by Race			
Total		Number	Percent
		5,903	100.0%
Population Reporting One Race		5,786	98.0%
White		5,569	94.3%
Black		16	0.3%
American Indian		179	3.0%
Asian		19	0.3%
Pacific Islander		2	0.0%
Some Other Race		1	0.0%
Population Reporting Two or More Races		117	2.0%
Total Hispanic Population		38	0.6%
Population by Sex			
Male		2,988	50.6%
Female		2,915	49.4%
Population by Age			
Total		5,903	100.0%
Age 0 - 4		291	4.9%
Age 5 - 9		348	5.9%
Age 10 - 14		358	6.1%
Age 15 - 19		357	6.0%
Age 20 - 24		278	4.7%
Age 25 - 29		265	4.5%
Age 30 - 34		326	5.5%
Age 35 - 39		340	5.8%
Age 40 - 44		418	7.1%
Age 45 - 49		500	8.5%
Age 50 - 54		521	8.8%
Age 55 - 59		552	9.4%
Age 60 - 64		510	8.6%
Age 65 - 69		337	5.7%
Age 70 - 74		233	3.9%
Age 75 - 79		122	2.1%
Age 80 - 84		96	1.6%
Age 85+		51	0.9%
Age 18+		4,673	79.2%
Age 65+		839	14.2%

**Data Note:** Hispanic population can be of any race. Census 2010 medians are computed from reported data distributions.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri converted Census 2000 data into 2010 geography.

## 2010 Census Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

### Households by Type

Total	2,453	100.0%
Households with 1 Person	572	23.3%
Households with 2+ People	1,881	76.7%
Family Households	1,741	71.0%
Husband-wife Families	1,477	60.2%
With Own Children	492	20.1%
Other Family (No Spouse Present)	264	10.8%
With Own Children	141	5.7%
Nonfamily Households	140	5.7%
All Households with Children	682	27.8%
Multigenerational Households	40	1.6%
Unmarried Partner Households	150	6.1%
Male-female	135	5.5%
Same-sex	15	0.6%
Average Household Size	2.40	

### Family Households by Size

Total	1,741	100.0%
2 People	919	52.8%
3 People	344	19.8%
4 People	330	19.0%
5 People	114	6.5%
6 People	25	1.4%
7+ People	9	0.5%
Average Family Size	2.81	

### Nonfamily Households by Size

Total	712	100.0%
1 Person	572	80.3%
2 People	115	16.2%
3 People	12	1.7%
4 People	4	0.6%
5 People	5	0.7%
6 People	4	0.6%
7+ People	0	0.0%
Average Nonfamily Size	1.27	

### Population by Relationship and Household Type

Total	5,903	100.0%
In Households	5,885	99.7%
In Family Households	4,982	84.4%
Householder	1,741	29.5%
Spouse	1,477	25.0%
Child	1,598	27.1%
Other relative	70	1.2%
Nonrelative	96	1.6%
In Nonfamily Households	903	15.3%
In Group Quarters	18	0.3%
Institutionalized Population	0	0.0%
Noninstitutionalized Population	18	0.3%

**Data Note:** Households with children include any households with people under age 18, related or not. **Multigenerational households** are families with 3 or more parent-child relationships. **Unmarried partner households** are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography. **Average family size** excludes nonrelatives.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1.

## Family Households by Age of Householder

Total	1,741	100.0%
Householder Age 15 - 44	523	30.0%
Householder Age 45 - 54	395	22.7%
Householder Age 55 - 64	444	25.5%
Householder Age 65 - 74	263	15.1%
Householder Age 75+	116	6.7%

## Nonfamily Households by Age of Householder

Total	712	100.0%
Householder Age 15 - 44	201	28.2%
Householder Age 45 - 54	180	25.3%
Householder Age 55 - 64	173	24.3%
Householder Age 65 - 74	91	12.8%
Householder Age 75+	67	9.4%

## Households by Race of Householder

Total	2,453	100.0%
Householder is White Alone	2,327	94.9%
Householder is Black Alone	8	0.3%
Householder is American Indian Alone	72	2.9%
Householder is Asian Alone	7	0.3%
Householder is Pacific Islander Alone	1	0.0%
Householder is Some Other Race Alone	1	0.0%
Householder is Two or More Races	37	1.5%
Households with Hispanic Householder	8	0.3%

## Husband-wife Families by Race of Householder

Total	1,477	100.0%
Householder is White Alone	1,422	96.3%
Householder is Black Alone	4	0.3%
Householder is American Indian Alone	28	1.9%
Householder is Asian Alone	4	0.3%
Householder is Pacific Islander Alone	1	0.1%
Householder is Some Other Race Alone	1	0.1%
Householder is Two or More Races	17	1.2%
Husband-wife Families with Hispanic Householder	6	0.4%

## Other Families (No Spouse) by Race of Householder

Total	264	100.0%
Householder is White Alone	235	89.0%
Householder is Black Alone	1	0.4%
Householder is American Indian Alone	19	7.2%
Householder is Asian Alone	0	0.0%
Householder is Pacific Islander Alone	0	0.0%
Householder is Some Other Race Alone	0	0.0%
Householder is Two or More Races	9	3.4%
Other Families with Hispanic Householder	0	0.0%

## Nonfamily Households by Race of Householder

Total	712	100.0%
Householder is White Alone	670	94.1%
Householder is Black Alone	3	0.4%
Householder is American Indian Alone	25	3.5%
Householder is Asian Alone	3	0.4%
Householder is Pacific Islander Alone	0	0.0%
Householder is Some Other Race Alone	0	0.0%
Householder is Two or More Races	11	1.5%
Nonfamily Households with Hispanic Householder	2	0.3%

Source: U.S. Census Bureau, Census 2010 Summary File 1.



VERTALKA &amp; VERTALKA

## 2010 Census Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka &amp; Vertalka, Inc.

**Total Housing Units by Occupancy**

Total	2,824	100.0%
Occupied Housing Units	2,453	86.9%
Vacant Housing Units		
For Rent	31	1.1%
Rented, not Occupied	0	0.0%
For Sale Only	20	0.7%
Sold, not Occupied	11	0.4%
For Seasonal/Recreational/Occasional Use	259	9.2%
For Migrant Workers	0	0.0%
Other Vacant	50	1.8%
Total Vacancy Rate	13.1%	

**Households by Tenure and Mortgage Status**

Total	2,453	100.0%
Owner Occupied	2,075	84.6%
Owned with a Mortgage/Loan	1,379	56.2%
Owned Free and Clear	696	28.4%
Average Household Size	2.46	
Renter Occupied	378	15.4%
Average Household Size	2.04	

**Owner-occupied Housing Units by Race of Householder**

Total	2,075	100.0%
Householder is White Alone	2,007	96.7%
Householder is Black Alone	6	0.3%
Householder is American Indian Alone	31	1.5%
Householder is Asian Alone	5	0.2%
Householder is Pacific Islander Alone	0	0.0%
Householder is Some Other Race Alone	1	0.0%
Householder is Two or More Races	25	1.2%
Owner-occupied Housing Units with Hispanic Householder	7	0.3%

**Renter-occupied Housing Units by Race of Householder**

Total	378	100.0%
Householder is White Alone	320	84.7%
Householder is Black Alone	2	0.5%
Householder is American Indian Alone	41	10.8%
Householder is Asian Alone	2	0.5%
Householder is Pacific Islander Alone	1	0.3%
Householder is Some Other Race Alone	0	0.0%
Householder is Two or More Races	12	3.2%
Renter-occupied Housing Units with Hispanic Householder	1	0.3%

**Average Household Size by Race/Hispanic Origin of Householder**

Householder is White Alone	2.40
Householder is Black Alone	1.88
Householder is American Indian Alone	2.46
Householder is Asian Alone	1.86
Householder is Pacific Islander Alone	2.00
Householder is Some Other Race Alone	2.00
Householder is Two or More Races	2.73
Householder is Hispanic	3.13

Source: U.S. Census Bureau, Census 2010 Summary File 1.

September 03, 2020

# Demographic and Income Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

Summary	Census 2010	2020	2025
Population	5,903	5,818	5,783
Households	2,453	2,465	2,462
Families	1,741	1,734	1,725
Average Household Size	2.40	2.35	2.34
Owner Occupied Housing Units	2,075	2,054	2,056
Renter Occupied Housing Units	378	410	406
Median Age	44.6	47.1	48.1
<b>Trends: 2020-2025 Annual Rate</b>	<b>Area</b>	<b>State</b>	<b>National</b>
Population	-0.12%	0.24%	0.72%
Households	-0.02%	0.30%	0.72%
Families	-0.10%	0.18%	0.64%
Owner HHs	0.02%	0.30%	0.72%
Median Household Income	2.00%	1.41%	1.60%

Households by Income	2020		2025	
	Number	Percent	Number	Percent
<\$15,000	151	6.1%	131	5.3%
\$15,000 - \$24,999	137	5.6%	114	4.6%
\$25,000 - \$34,999	131	5.3%	118	4.8%
\$35,000 - \$49,999	368	14.9%	327	13.3%
\$50,000 - \$74,999	573	23.2%	548	22.3%
\$75,000 - \$99,999	608	24.7%	626	25.4%
\$100,000 - \$149,999	291	11.8%	337	13.7%
\$150,000 - \$199,999	118	4.8%	151	6.1%
\$200,000+	89	3.6%	109	4.4%
Median Household Income	\$67,485		\$74,500	
Average Household Income	\$80,388		\$90,131	
Per Capita Income	\$33,870		\$38,124	

Population by Age	Census 2010		2020		2025	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	291	4.9%	254	4.4%	242	4.2%
5 - 9	348	5.9%	317	5.4%	310	5.4%
10 - 14	358	6.1%	346	5.9%	339	5.9%
15 - 19	357	6.0%	303	5.2%	313	5.4%
20 - 24	278	4.7%	233	4.0%	200	3.5%
25 - 34	591	10.0%	597	10.3%	510	8.8%
35 - 44	758	12.8%	713	12.3%	736	12.7%
45 - 54	1,021	17.3%	768	13.2%	748	12.9%
55 - 64	1,062	18.0%	1,034	17.8%	928	16.1%
65 - 74	570	9.7%	916	15.7%	970	16.8%
75 - 84	218	3.7%	276	4.7%	405	7.0%
85+	51	0.9%	62	1.1%	80	1.4%

Race and Ethnicity	Census 2010		2020		2025	
	Number	Percent	Number	Percent	Number	Percent
White Alone	5,569	94.3%	5,424	93.2%	5,392	93.2%
Black Alone	16	0.3%	16	0.3%	16	0.3%
American Indian Alone	179	3.0%	208	3.6%	208	3.6%
Asian Alone	19	0.3%	30	0.5%	30	0.5%
Pacific Islander Alone	2	0.0%	2	0.0%	2	0.0%
Some Other Race Alone	1	0.0%	2	0.0%	2	0.0%
Two or More Races	117	2.0%	135	2.3%	133	2.3%
Hispanic Origin (Any Race)	38	0.6%	64	1.1%	64	1.1%

**Data Note:** Income is expressed in current dollars.

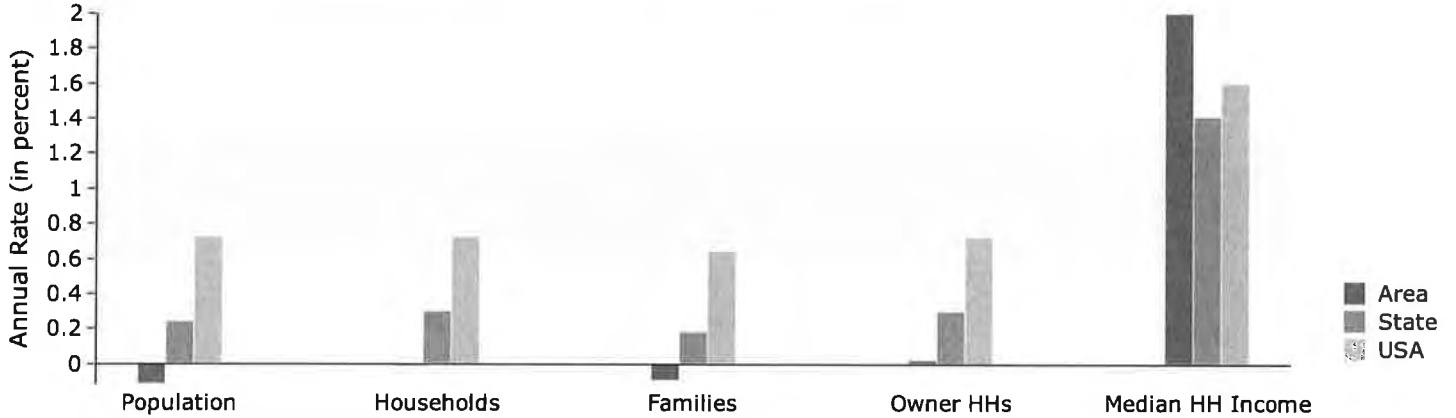
**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

## Demographic and Income Profile

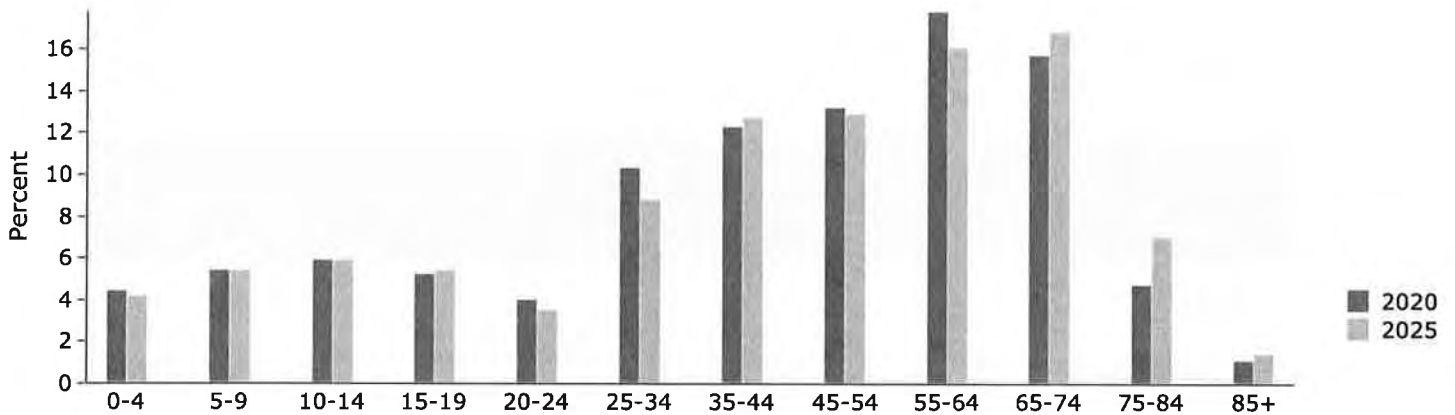
Chocolay charter township, MI 2  
Chocolay charter township, MI (2610315660)  
Geography: County Subdivision

Vertalka & Vertalka, Inc.

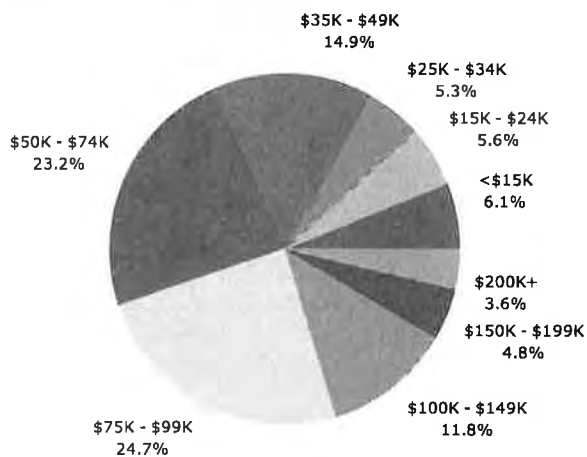
Trends 2020-2025



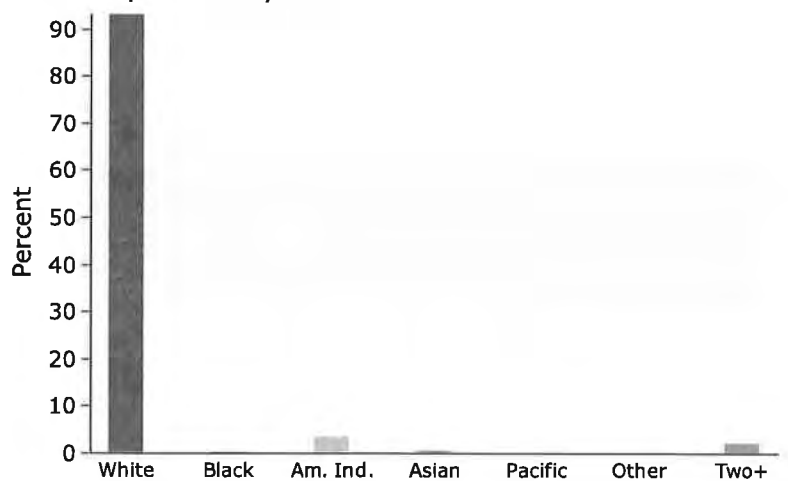
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin: 1.1%

## Executive Summary

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

Chocolay char...

### Population

2000 Population	7,026
2010 Population	5,903
2020 Population	5,818
2025 Population	5,783
2000-2010 Annual Rate	-1.73%
2010-2020 Annual Rate	-0.14%
2020-2025 Annual Rate	-0.12%
2020 Male Population	50.4%
2020 Female Population	49.6%
2020 Median Age	47.1

In the identified area, the current year population is 5,818. In 2010, the Census count in the area was 5,903. The rate of change since 2010 was -0.14% annually. The five-year projection for the population in the area is 5,783 representing a change of -0.12% annually from 2020 to 2025. Currently, the population is 50.4% male and 49.6% female.

### Median Age

The median age in this area is 47.1, compared to U.S. median age of 38.5.

### Race and Ethnicity

2020 White Alone	93.2%
2020 Black Alone	0.3%
2020 American Indian/Alaska Native Alone	3.6%
2020 Asian Alone	0.5%
2020 Pacific Islander Alone	0.0%
2020 Other Race	0.0%
2020 Two or More Races	2.3%
2020 Hispanic Origin (Any Race)	1.1%

Persons of Hispanic origin represent 1.1% of the population in the identified area compared to 18.8% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 14.8 in the identified area, compared to 65.1 for the U.S. as a whole.

### Households

2020 Wealth Index	90
2000 Households	2,294
2010 Households	2,453
2020 Total Households	2,465
2025 Total Households	2,462
2000-2010 Annual Rate	0.67%
2010-2020 Annual Rate	0.05%
2020-2025 Annual Rate	-0.02%
2020 Average Household Size	2.35

The household count in this area has changed from 2,453 in 2010 to 2,465 in the current year, a change of 0.05% annually. The five-year projection of households is 2,462, a change of -0.02% annually from the current year total. Average household size is currently 2.35, compared to 2.40 in the year 2010. The number of families in the current year is 1,734 in the specified area.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025. Esri converted Census 2000 data into 2010 geography.

## Executive Summary

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

Chocolay char...

### Mortgage Income

2020 Percent of Income for Mortgage 12.0%

### Median Household Income

2020 Median Household Income \$67,485

2025 Median Household Income \$74,500

2020-2025 Annual Rate 2.00%

### Average Household Income

2020 Average Household Income \$80,388

2025 Average Household Income \$90,131

2020-2025 Annual Rate 2.31%

### Per Capita Income

2020 Per Capita Income \$33,870

2025 Per Capita Income \$38,124

2020-2025 Annual Rate 2.39%

### Households by Income

Current median household income is \$67,485 in the area, compared to \$62,203 for all U.S. households. Median household income is projected to be \$74,500 in five years, compared to \$67,325 for all U.S. households

Current average household income is \$80,388 in this area, compared to \$90,054 for all U.S. households. Average household income is projected to be \$90,131 in five years, compared to \$99,510 for all U.S. households

Current per capita income is \$33,870 in the area, compared to the U.S. per capita income of \$34,136. The per capita income is projected to be \$38,124 in five years, compared to \$37,691 for all U.S. households

### Housing

2020 Housing Affordability Index 214

2000 Total Housing Units 2,623

2000 Owner Occupied Housing Units 1,964

2000 Renter Occupied Housing Units 330

2000 Vacant Housing Units 329

2010 Total Housing Units 2,824

2010 Owner Occupied Housing Units 2,075

2010 Renter Occupied Housing Units 378

2010 Vacant Housing Units 371

2020 Total Housing Units 2,914

2020 Owner Occupied Housing Units 2,054

2020 Renter Occupied Housing Units 410

2020 Vacant Housing Units 449

2025 Total Housing Units 2,956

2025 Owner Occupied Housing Units 2,056

2025 Renter Occupied Housing Units 406

2025 Vacant Housing Units 494

Currently, 70.5% of the 2,914 housing units in the area are owner occupied; 14.1%, renter occupied; and 15.4% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.3% are renter occupied; and 11.3% are vacant. In 2010, there were 2,824 housing units in the area - 73.5% owner occupied, 13.4% renter occupied, and 13.1% vacant. The annual rate of change in housing units since 2010 is 1.40%. Median home value in the area is \$193,522, compared to a median home value of \$235,127 for the U.S. In five years, median value is projected to change by 0.90% annually to \$202,409.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025. Esri converted Census 2000 data into 2010 geography.

September 03, 2020

## Market Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

### Chocolay char...

#### Population Summary

2000 Total Population	7,026
2010 Total Population	5,903
2020 Total Population	5,818
2020 Group Quarters	20
2025 Total Population	5,783
2020-2025 Annual Rate	-0.12%
2020 Total Daytime Population	4,920
Workers	1,234
Residents	3,686

#### Household Summary

2000 Households	2,294
2000 Average Household Size	2.58
2010 Households	2,453
2010 Average Household Size	2.40
2020 Households	2,465
2020 Average Household Size	2.35
2025 Households	2,462
2025 Average Household Size	2.34
2020-2025 Annual Rate	-0.02%
2010 Families	1,741
2010 Average Family Size	2.81
2020 Families	1,734
2020 Average Family Size	2.75
2025 Families	1,725
2025 Average Family Size	2.74
2020-2025 Annual Rate	-0.10%

#### Housing Unit Summary

2000 Housing Units	2,623
Owner Occupied Housing Units	74.9%
Renter Occupied Housing Units	12.6%
Vacant Housing Units	12.5%
2010 Housing Units	2,824
Owner Occupied Housing Units	73.5%
Renter Occupied Housing Units	13.4%
Vacant Housing Units	13.1%
2020 Housing Units	2,914
Owner Occupied Housing Units	70.5%
Renter Occupied Housing Units	14.1%
Vacant Housing Units	15.4%
2025 Housing Units	2,956
Owner Occupied Housing Units	69.6%
Renter Occupied Housing Units	13.7%
Vacant Housing Units	16.7%

#### Median Household Income

2020	\$67,485
2025	\$74,500

#### Median Home Value

2020	\$193,522
2025	\$202,409

#### Per Capita Income

2020	\$33,870
2025	\$38,124

#### Median Age

2010	44.6
2020	47.1
2025	48.1

**Data Note:** Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.



VERTALKA &amp; VERTALKA

## Market Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka &amp; Vertalka, Inc.

		Chocolay char...
<b>2020 Households by Income</b>		
Household Income Base		2,466
<\$15,000		6.1%
\$15,000 - \$24,999		5.6%
\$25,000 - \$34,999		5.3%
\$35,000 - \$49,999		14.9%
\$50,000 - \$74,999		23.2%
\$75,000 - \$99,999		24.7%
\$100,000 - \$149,999		11.8%
\$150,000 - \$199,999		4.8%
\$200,000+		3.6%
Average Household Income		\$80,388
<b>2025 Households by Income</b>		
Household Income Base		2,461
<\$15,000		5.3%
\$15,000 - \$24,999		4.6%
\$25,000 - \$34,999		4.8%
\$35,000 - \$49,999		13.3%
\$50,000 - \$74,999		22.3%
\$75,000 - \$99,999		25.4%
\$100,000 - \$149,999		13.7%
\$150,000 - \$199,999		6.1%
\$200,000+		4.4%
Average Household Income		\$90,131
<b>2020 Owner Occupied Housing Units by Value</b>		
Total		2,056
<\$50,000		1.9%
\$50,000 - \$99,999		5.8%
\$100,000 - \$149,999		16.8%
\$150,000 - \$199,999		29.3%
\$200,000 - \$249,999		18.0%
\$250,000 - \$299,999		6.3%
\$300,000 - \$399,999		12.1%
\$400,000 - \$499,999		2.4%
\$500,000 - \$749,999		4.7%
\$750,000 - \$999,999		2.0%
\$1,000,000 - \$1,499,999		0.3%
\$1,500,000 - \$1,999,999		0.1%
\$2,000,000 +		0.3%
Average Home Value		\$247,872
<b>2025 Owner Occupied Housing Units by Value</b>		
Total		2,057
<\$50,000		1.3%
\$50,000 - \$99,999		4.4%
\$100,000 - \$149,999		14.7%
\$150,000 - \$199,999		28.6%
\$200,000 - \$249,999		18.7%
\$250,000 - \$299,999		6.7%
\$300,000 - \$399,999		13.7%
\$400,000 - \$499,999		2.8%
\$500,000 - \$749,999		5.7%
\$750,000 - \$999,999		2.5%
\$1,000,000 - \$1,499,999		0.4%
\$1,500,000 - \$1,999,999		0.2%
\$2,000,000 +		0.3%
Average Home Value		\$266,237

**Data Note:** Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

September 03, 2020

## Market Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

### 2010 Population by Age

### Chocolay char...

Total	5,903
0 - 4	4.9%
5 - 9	5.9%
10 - 14	6.1%
15 - 24	10.8%
25 - 34	10.0%
35 - 44	12.8%
45 - 54	17.3%
55 - 64	18.0%
65 - 74	9.7%
75 - 84	3.7%
85 +	0.9%
18 +	79.2%

### 2020 Population by Age

Total	5,819
0 - 4	4.4%
5 - 9	5.4%
10 - 14	5.9%
15 - 24	9.2%
25 - 34	10.3%
35 - 44	12.3%
45 - 54	13.2%
55 - 64	17.8%
65 - 74	15.7%
75 - 84	4.7%
85 +	1.1%
18 +	80.9%

### 2025 Population by Age

Total	5,781
0 - 4	4.2%
5 - 9	5.4%
10 - 14	5.9%
15 - 24	8.9%
25 - 34	8.8%
35 - 44	12.7%
45 - 54	12.9%
55 - 64	16.1%
65 - 74	16.8%
75 - 84	7.0%
85 +	1.4%
18 +	81.0%

### 2010 Population by Sex

Males	2,988
Females	2,915

### 2020 Population by Sex

Males	2,933
Females	2,886

### 2025 Population by Sex

Males	2,916
Females	2,865

## Market Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

### Chocolay char...

#### 2010 Population by Race/Ethnicity

Total	5,903
White Alone	94.3%
Black Alone	0.3%
American Indian Alone	3.0%
Asian Alone	0.3%
Pacific Islander Alone	0.0%
Some Other Race Alone	0.0%
Two or More Races	2.0%
Hispanic Origin	0.6%
Diversity Index	12.0

#### 2020 Population by Race/Ethnicity

Total	5,817
White Alone	93.2%
Black Alone	0.3%
American Indian Alone	3.6%
Asian Alone	0.5%
Pacific Islander Alone	0.0%
Some Other Race Alone	0.0%
Two or More Races	2.3%
Hispanic Origin	1.1%
Diversity Index	14.8

#### 2025 Population by Race/Ethnicity

Total	5,783
White Alone	93.2%
Black Alone	0.3%
American Indian Alone	3.6%
Asian Alone	0.5%
Pacific Islander Alone	0.0%
Some Other Race Alone	0.0%
Two or More Races	2.3%
Hispanic Origin	1.1%
Diversity Index	14.8

#### 2010 Population by Relationship and Household Type

Total	5,903
In Households	99.7%
In Family Households	84.4%
Householder	29.5%
Spouse	25.0%
Child	27.1%
Other relative	1.2%
Nonrelative	1.6%
In Nonfamily Households	15.3%
In Group Quarters	0.3%
Institutionalized Population	0.0%
Noninstitutionalized Population	0.3%

**Data Note:** Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

September 03, 2020

## Market Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

		Chocolay char...
<b>2020 Population 25+ by Educational Attainment</b>		
Total		4,367
Less than 9th Grade		1.9%
9th - 12th Grade, No Diploma		3.0%
High School Graduate		22.4%
GED/Alternative Credential		2.6%
Some College, No Degree		18.3%
Associate Degree		9.2%
Bachelor's Degree		27.9%
Graduate/Professional Degree		14.5%
<b>2020 Population 15+ by Marital Status</b>		
Total		4,903
Never Married		24.7%
Married		58.7%
Widowed		5.5%
Divorced		11.0%
<b>2020 Civilian Population 16+ in Labor Force</b>		
Civilian Population 16+		2,657
Population 16+ Employed		80.3%
Population 16+ Unemployment rate		19.7%
Population 16-24 Employed		12.3%
Population 16-24 Unemployment rate		29.8%
Population 25-54 Employed		64.2%
Population 25-54 Unemployment rate		17.7%
Population 55-64 Employed		16.5%
Population 55-64 Unemployment rate		19.5%
Population 65+ Employed		7.0%
Population 65+ Unemployment rate		17.6%
<b>2020 Employed Population 16+ by Industry</b>		
Total		2,134
Agriculture/Mining		1.8%
Construction		12.3%
Manufacturing		6.4%
Wholesale Trade		0.8%
Retail Trade		11.9%
Transportation/Utilities		3.4%
Information		1.1%
Finance/Insurance/Real Estate		3.9%
Services		50.8%
Public Administration		7.6%
<b>2020 Employed Population 16+ by Occupation</b>		
Total		2,134
White Collar		65.7%
Management/Business/Financial		11.2%
Professional		31.2%
Sales		13.0%
Administrative Support		10.3%
Services		16.4%
Blue Collar		17.9%
Farming/Forestry/Fishing		0.2%
Construction/Extraction		9.9%
Installation/Maintenance/Repair		1.5%
Production		3.7%
Transportation/Material Moving		2.6%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

September 03, 2020

## Market Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

### Chocolay char...

#### 2010 Households by Type

Total	2,453
Households with 1 Person	23.3%
Households with 2+ People	76.7%
Family Households	71.0%
Husband-wife Families	60.2%
With Related Children	20.8%
Other Family (No Spouse Present)	10.8%
Other Family with Male Householder	3.8%
With Related Children	2.2%
Other Family with Female Householder	7.0%
With Related Children	4.2%
Nonfamily Households	5.7%
All Households with Children	27.8%
Multigenerational Households	1.6%
Unmarried Partner Households	6.1%
Male-female	5.5%
Same-sex	0.6%

#### 2010 Households by Size

Total	2,453
1 Person Household	23.3%
2 Person Household	42.2%
3 Person Household	14.5%
4 Person Household	13.6%
5 Person Household	4.9%
6 Person Household	1.2%
7 + Person Household	0.4%

#### 2010 Households by Tenure and Mortgage Status

Total	2,453
Owner Occupied	84.6%
Owned with a Mortgage/Loan	56.2%
Owned Free and Clear	28.4%
Renter Occupied	15.4%

#### 2020 Affordability, Mortgage and Wealth

Housing Affordability Index	214
Percent of Income for Mortgage	12.0%
Wealth Index	90

#### 2010 Housing Units By Urban/ Rural Status

Total Housing Units	2,824
Housing Units Inside Urbanized Area	0.0%
Housing Units Inside Urbanized Cluster	44.5%
Rural Housing Units	55.5%

#### 2010 Population By Urban/ Rural Status

Total Population	5,903
Population Inside Urbanized Area	0.0%
Population Inside Urbanized Cluster	47.7%
Rural Population	52.3%

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

September 03, 2020

## Market Profile

Chocolay charter township, MI 2  
 Chocolay charter township, MI (2610315660)  
 Geography: County Subdivision

Vertalka & Vertalka, Inc.

### Top 3 Tapestry Segments

1.	Green Acres (6A)
2.	Midlife Constants (5E)
3.	Salt of the Earth (6B)

### 2020 Consumer Spending

Apparel & Services: Total \$	\$4,592,123
Average Spent	\$1,862.93
Spending Potential Index	87
Education: Total \$	\$3,892,118
Average Spent	\$1,578.95
Spending Potential Index	88
Entertainment/Recreation: Total \$	\$7,267,528
Average Spent	\$2,948.29
Spending Potential Index	91
Food at Home: Total \$	\$11,471,487
Average Spent	\$4,653.75
Spending Potential Index	87
Food Away from Home: Total \$	\$8,016,560
Average Spent	\$3,252.15
Spending Potential Index	86
Health Care: Total \$	\$13,352,152
Average Spent	\$5,416.69
Spending Potential Index	94
HH Furnishings & Equipment: Total \$	\$4,946,126
Average Spent	\$2,006.54
Spending Potential Index	92
Personal Care Products & Services: Total \$	\$2,032,682
Average Spent	\$824.62
Spending Potential Index	90
Shelter: Total \$	\$40,559,027
Average Spent	\$16,453.97
Spending Potential Index	85
Support Payments/Cash Contributions/Gifts in Kind: Total \$	\$5,434,874
Average Spent	\$2,204.82
Spending Potential Index	94
Travel: Total \$	\$5,430,481
Average Spent	\$2,203.03
Spending Potential Index	91
Vehicle Maintenance & Repairs: Total \$	\$2,568,382
Average Spent	\$1,041.94
Spending Potential Index	90

**Data Note:** Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

**Source:** Consumer Spending data are derived from the 2017 and 2018 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

September 03, 2020

## **TITLE SEARCH DOCUMENTS**

Jul. 21. 2006 10:27AM  
Jul. 21. 2006 9:31AM

Marquette Branch Prison



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF CORRECTIONS  
LANSING

PATRICIA L. CARUSO  
DIRECTOR

Noted  
No. 0477 P.P. 2  
6-6-06  
cc. Don Hurrell  
A/Dep. Alexander

6/7/06  
6/7/06  
6/7/06

May 23, 2006

Lisa Webb Sharpe, Director  
Department of Management and Budget  
Lewis Cass Building, First Floor  
Lansing, MI 48909

Dear Director Webb Sharpe:

By way of this communication, I wish to inform you that it is the desire of the Department of Corrections to declare a parcel of property identified as SE ¼ of the SW ¼ of Section 35T47N, R24W Chocoley Township as surplus to the Department's needs. This parcel is approximately 40 acres and is adjacent to property currently owned by the state and utilized by the Marquette Branch Prison in its farming operation.

It should be noted that the parcel is heavily wooded and should be considered for timber harvest prior to sale.

You may contact Tom Faussett at 373-4471 for further information pertaining to this request.

Thank you for your consideration.

Sincerely,

MICHIGAN DEPARTMENT OF CORRECTIONS

Patricia L. Caruso  
Director

cc: Dennis Straub, Deputy Director  
James MacMeekin, Regional Prison Administrator  
Gerald Hofbauer, Warden  
Barry Wickman, Chief Financial Officer  
Tom Faussett, Physical Plant Manager

RECEIVED

JUN 05 2006

Warden's Office  
Marquette Prison

cc: Dan Korpach

Received Time Jul. 21. 9:16AM

GRANDVIEW PLAZA BUILDING - P.O. BOX 3000 - LANSING, MICHIGAN 48206

RECORDED IN DEEDS

TITLE NOT EXAMINED BY CONVEYANCER

WARRANTY DEED - SHORT - 891  
(PHOTO COPY FORM) SHELLEY BOOK & CO. KALAMAZOO, MICH. 11107

Liber 254 Page 372  
Recorded Oct 7, 1964  
at 9:20 o'clock A.M.  
Liber 254 of Deeds, Page 372  
Paul A. Hoffman  
Register of Deeds

This Indenture, made June 3, 1964  
BETWEEN CHARLES A. WRIGHT and ELIZABETH WRIGHT, individually  
and as wife of Charles A. Wright, Route 1, Marquette  
Michigan,  
parties of the first part,  
and STATE OF MICHIGAN, DEPARTMENT OF CORRECTIONS,

Prepared by:  
Baldwin and  
Kendricks  
301 Savings Bank  
Building  
Marquette, Michigan

whose address is Lansing, Michigan  
PARTY of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and  
Other Good and Valuable Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and  
acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, ~~his~~  
its ~~own~~ assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township  
of Chocolay County of Marquette and State of Michigan, and described as follows, to-wit:

The South half of the Southwest quarter (S 1/2 of SW 1/4) of  
Section Thirty-five (35) in Township Forty-seven (47) North,  
Range Twenty-four (24) West, excepting a piece of land commencing  
at a point 590 feet South from the Northwest corner, thence  
running East 515 feet South 240 feet, thence West 515 feet; ~~thence~~  
~~thence~~ North 240 feet to the point of beginning.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold  
the said premises, as herein described, with the appurtenances, unto the said party of the second part and to ~~his~~ its successors  
and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and  
agree to and with the said party of the second part, ~~his~~ its successors, that at the time of the delivery of these presents  
he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever,

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

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

Signed, and Delivered in Presence of

*George T. Kendricks*  
George T. Kendricks  
*Mary T. Grant*  
Mary T. Grant

*Charles A. Wright*  
Charles A. Wright  
*Elizabeth Wright*  
Elizabeth Wright

Treas. Cert. 1544

STATE OF MICHIGAN

COUNTY OF MARQUETTE

On June 3, 1964

Before me, a Notary Public in and for said County, personally appeared

Charles A. Wright and Elizabeth Wright

known to me to be the same persons as described in the foregoing instrument, who severally

acknowledged to me that they executed the foregoing instrument

My commission expires April 20, 1965

*Wanda Berdahl*  
Wanda Berdahl  
Notary Public  
Marquette, Michigan

Parcel No. 15  
Liber 149 Page 636  
Grantor: William Dorais

Ad. Board App.

Recorded: 8-10-1944

Land in Township of Chocolay, County of Marquette, State of Michigan. Southeast quarter of Southwest quarter (SE 1/4 of SW 1/4); Southwest quarter of SW quarter (SW 1/4 of SW 1/4 and South one half (S 1/2) of Southeast quarter (SE 1/4), all in Section thirty-four (34), Town forty-seven (47) north, Range twenty-four (24) west. \$7,500.00

Restrictions: None

Parcel No. 16  
Liber 254 Page 372  
Grantor: Charles A. and Elizabeth Wright

Ad. Board App. 6-3-64

Recorded: 10-7-1964

Land in Township of Chocolay, County of Marquette, State of Michigan. The South half of the Southwest quarter (S 1/2 of SW 1/4) of Section thirty-five (35) in township forty-seven (47) North, range twenty-four (24) West, excepting a piece of land commencing at a point 590 feet South from the Northwest corner, thence running East 515 feet, south 240 feet, thence West 515 feet; thence North 240 feet to the point of beginning. \$5000.00

Restrictions: None

Parcel No. 17  
Note: See Conveyance No. 7 for description. No record of original deed has been found.

# County of Marquette, Michigan 2012



## **ENGAGEMENT LETTER**



STATE OF MICHIGAN

GRETCHEN WHITMER  
GOVERNOR

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING

BROM STIBITZ  
ACTING DIRECTOR

September 1, 2020

Mr. Robert J. Vertalka, MAI, SRA, JD  
Certified General Appraiser  
Vertalka & Vertalka, Inc.  
714 Edgemont Blvd.  
Lansing, MI 48917

**RE: Agreement For Provision of Professional Appraisal Services to Appraise a 40.97 acre (+/-) parcel of land under the administrative jurisdiction of the Michigan Department of Corrections in Chocolay Township, Marquette County.**

Dear Mr. Vertalka,

This letter of agreement is entered into between the Michigan Department of Technology, Management and Budget (DTMB) and your firm, Vertalka & Vertalka, Inc., as the Appraiser. Appraiser shall be paid the sum of Four Thousand, Seven Hundred, Fifty and 00/100 Dollars (\$4,750.00) for completing the appraisal services set forth in this agreement. Appraiser agrees to fully complete the services and furnish both a printed copy and an electronic (PDF) copy of a professional report in draft format, to DTMB by Friday, October 30, 2020.

**Please sign a copy of this agreement and return it to me at your earliest convenience by reply e-mail. Please include a copy of your insurance binder as required below. Appraisal services should begin as soon as possible.**

The Appraiser agrees to (a) make a personal inspection of the property and advise DTMB, in a Complete Appraisal/Summary Report, of Appraiser's professional opinion of the fair market value of the property based upon the property's highest and best use, including all permanent fixtures and (b) in that report, address specific inquiry issues and requirements presented in the State's request for proposals. Any departure from the Uniform Standards of Professional Appraisal Practice must be noted and explained.

In the event Appraiser shall fail to complete the services within the time period specified above, DTMB shall, without necessity of notice, terminate services of the Appraiser without incurring any liability for payment for appraisal(s) submitted after the due date, or shall deduct as a penalty a sum of money equal to one-half of one percent (1/2 of 1%) per calendar day of the total fee until the services are fully completed and furnished to DTMB.

Upon receipt of a written request from the Appraiser, an extension of time may be granted by DTMB in writing. In the event the Appraiser has not received from DTMB proper information needed to complete the services, or in the event other extenuating circumstances occur, the time may be similarly extended by DTMB. Any liquidated damages assessed under this agreement may be withheld from any money payable to the Appraiser under this agreement or any other agreement with DTMB. Additionally, DTMB may pursue legal remedies to recover any unpaid liquidated damages.

DTMB may give the Appraiser written notice to stop the delivery of services if: (a) the progress or quality of the Consultant's work is unsatisfactory to DTMB, or (b) DTMB's plans are changed so that the work is no longer needed. DTMB will not pay for any work performed after the written notice is given to the Appraiser. However, Appraiser will be compensated for satisfactory work actually performed to date computed on the basis of the Appraiser's written fee estimate. In no event shall the Appraiser be compensated in excess of the amount that would have been paid had the appraisal services been completed.

Appraiser shall furnish appraisal services in compliance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and all applicable federal, state and local laws.

Appraiser shall not assign this agreement, either in whole or in part, or the right to receive money due under this agreement, to any appraiser nor any other party not named on the agreement without the prior written consent of DTMB.

All documentation or records created of the work performed or partially performed by the Appraiser shall be the property of DTMB and shall be delivered to DTMB upon DTMB's request. Appraiser agrees to adopt standard accounting practices and maintain appropriate accounting records and to permit DTMB to inspect these records at any reasonable time

Appraiser agrees that his report and conclusions are for the confidential information of DTMB and that he will not disclose his conclusions, in whole or in part, to any persons whatsoever, other than to submit his written report to DTMB, and will only discuss the same with it or its authorized representatives.

Appraiser acknowledges that his report may be reviewed by another appraiser and he agrees to cooperate in that review.

In the event a revision of the work is necessary through Appraiser's error or oversight, the revision shall be submitted to DTMB within ten (10) days from receipt of DTMB's request at no additional cost to DTMB. If revisions become necessary because of revised plans or additional requirements on the part of DTMB, it shall be done by written amendment to this agreement.

Appraiser shall purchase and maintain such insurance as will protect the Appraiser from claims which may arise out of or result from Appraiser's operations under this agreement, whether such operations by the Appraiser or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Appraiser shall provide the State of Michigan with a copy of that insurance binder prior to commencing work on the project. In addition to protection afforded by any policy of insurance, the Appraiser agrees to indemnify and hold harmless the State of Michigan, DTMB, and all officers, agents and employees thereof from (a) any and all claims by persons, firms, or corporations for work or services provided for or by the Appraiser in connection with services which the Appraiser shall perform under the terms of this agreement; and (b) any and all claims for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage, degradation, response and cleanup costs arising out of, under, of by reason of this agreement, except claims resulting from the sole negligence or willful acts of omissions of the indemnity, its agents or employees.

In performance of this agreement, Appraiser agrees not to discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Appraiser further agrees that every subcontract entered into for performance of this agreement will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976, PA 453, as amended, MCL 37.21101 et seq. the Persons with Disabilities Civil Rights act, 1976 PA 220, as amended, MCL 37.21101 et seq. and all other federal state and local fair employment practices and equal opportunity laws and covenants; and any breach would be regarded as a material breach of this agreement.

As an inducement to the execution of this agreement by DTMB, the Appraiser represents and agrees that the Appraiser has not employed any person to solicit or procure this agreement, and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this agreement; and that the Appraiser has not now, and will not acquire, any interest (including that of real estate agent or broker), direct or indirect, present or prospective, and has not employed and will not employ, in connection with work to be performed under this agreement, any person having any such interest during the term of the agreement either directly or indirectly.

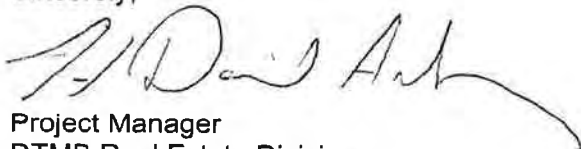
The parties agree that the Appraiser and any agents and employees of Appraiser, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of Michigan.

It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made by written amendment and signed by the parties to this agreement.

Payment of the appraisal fee shall be made after the State has reviewed and accepted the appraisal report, but in no event not later 45 days after delivery of the appraisal report. Payment shall be made promptly via Electronic Funds Transfer (EFT) pursuant to Public Act 533 of 2004. To receive payment, Appraiser is first required to register to receive payments from the State of Michigan by EFT with SIGMA Vender Self Service via telephone at (888) 734-9749 or via the internet at [michigan.gov/sigmavss](http://michigan.gov/sigmavss).

This agreement is governed by the laws of the State of Michigan.

Sincerely,



Project Manager  
DTMB Real Estate Division  
E-mail: [arkingd@michigan.gov](mailto:arkingd@michigan.gov)  
Telephone: 517-582-4561

Terms and conditions are accepted and agreed to by:

Vertalka & Vertalka, Inc.

By: Robert J. Vertalka Date: 9/4/2020  
Signature

Printed name: ROBERT J. VERTALKA

Title: ITS PRESIDENT

Terms and conditions are accepted and agreed to by:

Michigan Department of Technology, Management and Budget

By: H. David Arking Date: 9-1-2020  
H. David Arking, Project Manager  
DTMB Real Estate Division