

RECEIVED

Clear Form

JAN 05 2025

Tax year 2025 BOR no. 26-005
County CARROLL Date received 01/05/2026

DTE 1
Rev. 12/22

AUDITOR'S OFFICE
CARROLL COUNTY OH

Complaint Against the Valuation of Real Property

Answer all questions and type or print all information. Read instructions on back before complete.

Attach additional pages if necessary.

This form is for full market value complaints only. All other complaints should use DTE Form 100.

Original complaint Counter complaint

Notices will be sent only to those named below.



Name	Street address, City, State, ZIP code		
1. Owner of property	Dean & Jennifer Petersen		
2. Complainant if not owner			
3. Complainant's agent			
4. Telephone number and email address of contact person			
Dean Petersen 330 495 3318 Deanepetersen@gmail.com			
5. Complainant's relationship to property, if not owner			
If more than one parcel is included, see "Multiple Parcels" Instruction.			
6. Parcel numbers from tax bill	Address of property		
31-0000035,000	1256 Bark Road, Magnolia Oh 44643		
7. Principal use of property <i>Residence and commercial timber</i>			
8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C.			
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
31-0000035,000	\$ 477,000		
9. The requested change in value is justified for the following reasons: ① Land locked and restricted easement, see attached vol 232 page 337 and correspondence Fitzpatrick, Zimmerman and Rose with Russ farm attorney. ② Deed restrictions, see attached instrument # 200100003300 vol 300, page 529 ③ Additional Deed Restrictions, see attached instrument 200500000705 Book 15, page 1438 ④ Ongoing property line disputes, see attached letter dated May 15, 2022 ⑤ Devaluation of similarly situated property in case # 2022 CVC 30155 CC Court of Common Pleas (see attached)			

10. Was property sold within the last three years? Yes No Unknown If yes, show date of sale _____ and sale price \$ _____ ; and attach information explained in "Instructions for Line 10" on back.

11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.

12. If any improvements were completed in the last three years, show date 2023-2025 and total cost \$ 21,330.00
VARIOUS updates

13. Do you intend to present the testimony or report of a professional appraiser? Yes No Unknown

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

- The property was sold in an arm's length transaction.
- A substantial improvement was added to the property.
- The property lost value due to a casualty.
- Occupancy change of at least 15% had a substantial economic impact on my property.

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

- The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 1-2-26 Complainant or agent (printed) Dean Petersen Title (if agent) owner

Complainant or agent (signature) *Dean Petersen*

Sworn to and signed in my presence, this 02 day of January 2026
(Date) (Month) (Year)

Notary *Bradley Eick*



BRADLEY EICK
Notary Public
State of Ohio
My Comm. Expires
November 17, 2026

Dean & Jennifer Petersen (Parcel # 31-0000035.000) – 75.26 Acres
1256 Bark Road
Magnolia, Oh 44643



Date: 1/2/26

Subject: Carroll County - Appeal of Property revaluation - 2025 tax year

Dear Appeals Board,

The value of the property is \$477,000, however the revaluation for the parcel listed above was set at \$734,530

This property has 5 identifiable reasons that significantly devalue it and cannot be compared to a similarly sized home on similarly sized acreage. Attached is documentation and below is a summary.

- 1) This parcel is land locked and the only access is via a 2,000 foot easement for ingress and egress across the neighboring Russ farm. The existence of this easement has been disputed by the Russ farm against every lawful person utilizing the easement dating back to 1943. The easement is so heavily disputed and litigated by the Russ farm trying to eliminate it that on April 18, 1989 (46 years later) in volume 232 page 337, the recorder's office documents there was still confusion with respect to the creation and maintenance for an easement for ingress and egress. It was ultimately upheld that there exists and has existed since May 29, 1943 an easement for ingress and egress. In addition, in January 2008, just a few years after we purchased the property, we had to hire an attorney to enforce the existence of the easement as the Russ farm had blocked entry preventing ingress and egress by our family. See the letter and emails from our attorney Fitzpatrick, Zimmerman and Rose as well as to and from the attorney for the Russ farm. After mediation the Russ Farm was required to open the road back up. This landlocked situation and easement significantly impair the property value, property control and enjoyment, and applying Dan Miller's expert report and diminution range (see case below) reduces the value 20% to 30%.
- 2) This property is deed restricted against building "multifamily housing" units such as opening an apartment complex or sectioning off acreage to build an allotment of new homes on the parcel (Instrument #200100003300, Volume 300, Page 529). This substantially reduces the value compared to unrestricted property by at least an additional 10-15% impairment as it cannot be subdivided to allow for multiple new single family residences to be built on the property.
- 3) This parcel has additional deed restrictions to prevent it from being subdivided, parceled and developed commercially. It must stay as one parcel and along with other restrictions aimed at preventing the land from being parceled and turned into a commercial development. (Recorded in instrument #200500000705 book 15, page 1438).
- 4) There are on-going property line disputes regarding evidence of old fence lines and where the property pin was located, to such an extent the neighbor stole the property pin (see letter dated May 15, 2022) creating impairment as well as a complex legal issue regarding old property lines/fence lines.
- 5) This parcel is in similarly situated in facts and circumstances as the damaged property at 7325 Heritage Road (parcel #31-0001628.000) found in Case # 2022CVC30155 in Carroll County Court of Common Pleas. Applying the similar 20% to 30% impairment found in the expert witness report in that case diminishes the value by \$147,000 (20%) to \$220,000 (30%). This combined with the deed restrictions below, substantially and further impairs the value

Any one of these impairments and restrictions reduces the property value by 20%-30% each, and a conservative combination of the impairments listed above, especially the deed restrictions and land locked situation on top of Judge Repella's findings in Case #2022CVC30155 all reduces the property value to by 35% impairment resulting in a diminution value of \$477,000.

Thank you for your consideration,


Dean & Jennifer Petersen
1256 Bark Road
Magnolia, OH 44643
330-495-3318

BV

AGREEMENT FOR EASEMENT

Now come Donald R. Russ and Darlene M. Russ of Halo Road, Magnolia, Ohio, who are the successors in interest to Alva Russ and Kathryn Russ with regard to the ownership of certain lands in Rose Township, Carroll County, Ohio, and whose ownership initially is evidenced in warranty deeds recorded at Volume 110, Page 339, and Volume 127, Page 295, of the Carroll County Recorder's Deed Volumes, and

Now come Jerry Lee Brown of Burnsville, Minnesota, and Linda L. Brown, nka Linda L. Pliaconis of Springfield, Virginia, who are successors in interest to Flavius Scott Brown, with regards to the ownership of certain adjoining lands being 68.84 acres in Sections 9 and 10, Rose Township, Carroll County, Ohio, by virtue of a certificate of transfer recorded at Volume 186, Page 822, of the Carroll County Recorder's Deed Records; and

~~Because of a confusion existing with respect to the creation and maintenance of an easement for ingress and egress in favor of Brown and Pliaconis and across the lands of Russ which is created at Deed Records Volume 110, Page 339, and Volume 127, Page 295, the parties agree as follows:~~

~~1. That there exists and has existed since May 29, 1943, an easement in favor of Flavius Scott Brown and his heirs, assigns, tenants, licensees, employees, lessees, and all persons for the benefit or advantage of said Falvius Scott Brown, forever, for ingress and egress, being thirty feet in width from the westerly edge of said Brown tract and to the westerly edge of said Russ tract, ending on County Road #26 (Bark Road).~~

2. The parties agree that said easement shall run in the location as indicated on the attached map as indicated "lane", designated Exhibit A, which is incorporated herein, and which has been physically established and used by the parties hereto since 1943.

3. The parties agree that all rights and obligations contained in the warranty deed recorded at Volume 110, Page 339, of the Carroll County Deed Records, with regard to maintenance, relocation, and fencing shall remain in full force and effect.

Transfer NOT Necessary
MAC L. GUESS
Carroll County Auditor

RECEIVED FOR RECORD
Patricia Oyer, Recorder
OF CARROLL COUNTY, OHIO DEPT.
APR 17 1989 2:55
RECORDED APR 18 1989 4:21
VOL 232 PAGE 377

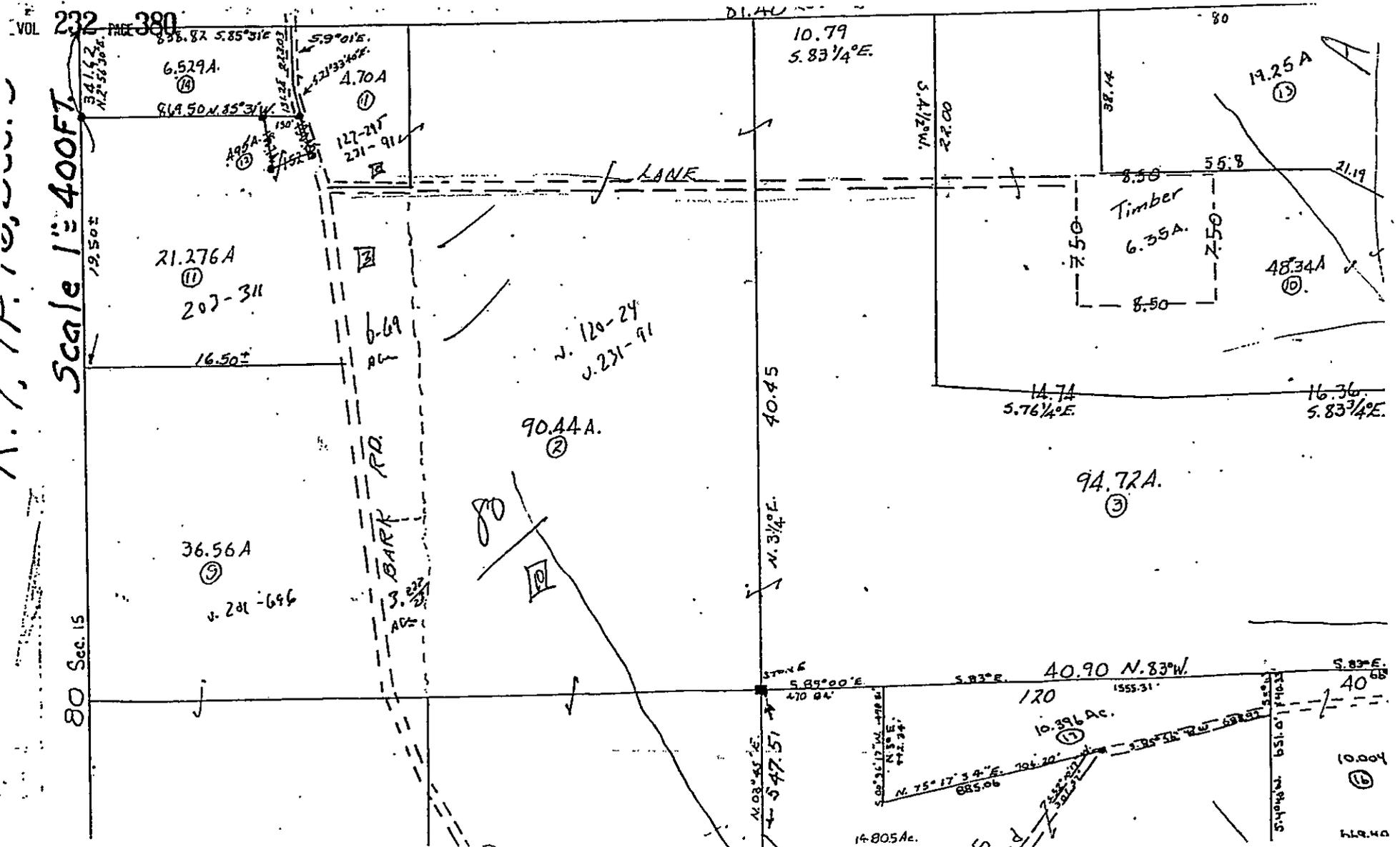
INDEXED
RANGED
COMPARED
MGN. ENTRY

VOL 232 PAGE 377

VOL 232 PAGE 380

Scale 1" = 400 FT

80 Sec. 15



6.529A
⑭

4.70A
①

10.79
5.83 1/4° E.

19.25A
⑮

21.276A
⑪
207-311

Timber
6.35A

48.34A
⑩

36.56A
⑨
v. 281-696

90.44A
②

94.72A
③

STONE
S. 89° 00' E.
470 BA.

40.90 N. 83° W.
1555.31

S. 83° E.
40.68

10.396 Ac.
⑬
N. 75° 17' 34" E. 685.06

100.00
⑯

14.805 Ac.

619.40



FITZPATRICK, ZIMMERMAN
& ROSE Co., L.P.A.

ATTORNEYS AT LAW

P.O. Box 1014 • 140 Fair Avenue, N.W.
New Philadelphia, Ohio 44663-5114

116 Cleveland Ave., NW • Suite 802
Canton, Ohio 44702

202 W. Main St.
Sugarcreek, Ohio 44681

NEW PHILADELPHIA
TELEPHONE 330-364-1614
FAX 330-343-3077

CANTON
TELEPHONE 330-437-0026
FAX 330-437-0071

SUGARCREEK
TELEPHONE 330-852-8855
FAX 330-852-9092

DONALD W. ZIMMERMAN
FRANK J. ROSE, JR.
D. BRAD ZIMMERMAN
J. GREG MILLER
STEVEN A. ANDERSON
PAUL HERVEY
MICHAEL A. WARKALL

FRANCIS G. FITZPATRICK - Retired

January 8, 2008

Mr. and Mrs. Dean Peterson
1256 Bank Road
Magnolia, OH 44643

Re: Easement

Dear Mr. and Mrs. Peterson:

Attorney Ringer has requested that we all meet at his office to see if we can keep moving this project forward. We have scheduled a meeting on **Thursday, January 24, 2008 at 10:30 a.m.** Attorney Ringer's offices with Krugliak Wilkins are located at 4775 Munson NW in the Belden Village area. I will be coming from court and may be delayed by a few minutes.

Both attorneys agree that there are minimal risks of tax consequences in this case. In the end, you are selling an easement for property of equal value and therefore accruing no gain. Although the actual area of the property may be much larger, the easement to your practically land-locked property is of great value. I do not think the tax man will be investigating and, if he does, there is a reasonable explanation for why no tax would be due. I have run this through our attorneys with experience in these transactions and they agree with my analysis.

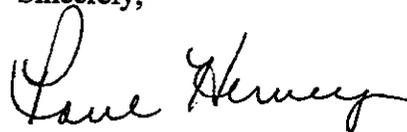
The topics for discussion will be to see if we have come to a general agreement about which piece of property to use for the exchange. The Russes will need to understand that they may need to give up some of their property in the back corner to allow this to go ahead smoothly. There will also be concern over which construction company to use. Although the Russes are paying the bill, you are ending up with the road and need to be assured of the quality of the work. Please have a detailed estimate from your contractor ready for the January 24 meeting. It would be helpful if he would be available by phone during the meeting to answer any questions.



WEBSITE: www.fzrlaw.com

Please contact me if you have any questions or problems. Otherwise, I will see you at Attorney Ringer's office on January 24.

Sincerely,

A handwritten signature in cursive script that reads "Paul Hervey". The signature is written in dark ink and is positioned below the word "Sincerely,".

PAUL HERVEY
ATTORNEY-AT-LAW

FZR

electronic mail transmission in error, please delete it from your system without copying or forwarding it and notify us by telephone (330-497-0700) or by return electronic mail immediately (legal@kwgd.com).

-----Original Message-----

From: Paul Hervey [mailto:pbh@fzrlaw.com]
Sent: Friday, July 11, 2008 2:06 PM
To: Ringer, Charles
Cc: Paul Hervey
Subject: Russ-Peterson

Charlie -

Hope all is well on your end. The Petersons called today wondering what the hold up is on the property transfer. We had a deal in place six months ago and there has been no movement by the Russes. Was there a medical issue involved? Are the Russes choking on the cost? Either answer is fine as long as they stay on their best behavior. There have been no incidents that I am aware of.

- Paul

Paul Hervey, Attorney
Fitzpatrick, Zimmerman & Rose Co., L.P.A.
P.O. Box 1014
New Philadelphia, Ohio 44663
(330) 364-1614
fax (330) 343-3077

116 Cleveland Ave. NW, Suite 802
Canton, Ohio 44702
(330) 437-0026 Phone
(330) 437-0071 Fax

*** CONFIDENTIALITY NOTICE***

The information in this E-mail message is legally privileged and confidential information intended only for the use of the individual(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this E-mail message. If you have received this communication in error, please immediately notify us by e-mail or by telephone at (330) 437-0026 and delete the communication and destroy all copies. Thank you for your cooperation.

----- Headers -----

Return-Path: <pbh@fzrlaw.com>
Received: from rly-mh04.mx.aol.com (rly-mh04.mail.aol.com [172.21.166.140]) by air-mh06.mail.aol.com (v121.5) with ESMTTP id MAILINMH062-bcd48808b1fcd; Fri, 18 Jul 2008 08:23:12 -0400
Received: from domainmail.tusco.net (domainmail.tusco.net [68.142.160.215]) by rly-mh04.mx.aol.com (v121.5) with ESMTTP id MAILRELAYINMH045-bcd48808b1fcd; Fri, 18 Jul 2008 08:22:56 -0400
Received: from staff1 (209.248.176.179.nw.nuvox.net [209.248.176.179]) by fzrlaw.com (Rockliffe SMTPRA 6.0.9) with ESMTTP id <B0018670147@domainmail.tusco.net> for <leadershipvision@wmconnect.com>;
Fri, 18 Jul 2008 08:24:08 -0400
Reply-To: <pbh@fzrlaw.com>

Subj: **FW: Petersen/Russ**
Date: 8/5/2008 6:19:42 PM Eastern Daylight Time
From: pbh@fzrlaw.com (Paul Hervey)
To: leadershipvision@wmconnect.com

Dean -
I'll be out until August 13, but thought you'd want to see this.
- Paul

--- Original Message ---
From: cringer@kwgd.com
To: pbh@fzrlaw.com
Subject: FW: Petersen/Russ
Date: Mon, 4 Aug 2008 16:49:27 -0400

Paul,

I just returned from vacation today. I called your office and was told you are on vacation this week. I hope you are having a pleasant and enjoyable vacation.

At this time, Mr. and Mrs. Russ, for a multitude of reasons, do not wish to move forward exploring the suitability of the proposal discussed at the beginning of this year.

However, Mr. Bodo's survey did demonstrate that Mr. and Mrs. Petersen created an ATV path on to the Russ' property. Obviously, the ATV path needs to be immediately rerouted so it is exclusively on Mr. and Mrs. Petersen's property. Please confirm, that your clients ceasing crossing into the Russ property. Mrs. Russ assures me Mr. Bodo's stakes and the ATV path are open and obvious.

Please emphasize to your clients, as I have to my clients, that both sides need to be on their best behavior and must do whatever it takes within reason to achieve a peaceful shared use of the driveway easement.

I believe you and I have worked very professionally, creatively and diligently to mold an alternate solution. However, I think all will agree, the best and most cost effective resolution for everyone is where we are right now - tolerance and respect for each other.

When you return from vacation, please acknowledge receipt so that I may close my file on this matter.

Charles E. Ringer Esq. & M. Tax
Krugliak Wilkins Griffiths & Dougherty Co. LPA
4775 Munson Street NW, Canton, Ohio 44718
Ph: 330/497-0700 Fax: 330/497-4020

My websites: www.ringer-law.com <<http://www.ringer-law.com/>>
www.kwgd.com <<http://www.kwgd.com/>>

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That

DONALD R. RUSS AND DARLENE M. RUSS, Husband and Wife

the Grantors,

who claim title by instrument recorded in Volume 263 Page 186, Carroll County Recorder's Office, for the consideration of *** One and no/100 *** Dollars (\$1.00) received to my full satisfaction of

MARY JO PETRILLI and JOSEPH M. PETRILLI, Trustees under the Mary Jo Petrilli Living Trust dated November 18, 1994

the Grantees,

whose TAX MAILING ADDRESS will be:

have GIVEN, GRANTED, REMISED, RELEASED AND FOREVER QUIT-CLAIMED and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantees their heirs and assigns forever, all such right and title as we the said Grantors have or ought to have in and to the following described piece or parcel of land,

Situated in the Township of Rose, County of Carroll and the State of Ohio:

Known as, and being the property deeded to M.J. Petrilli Living Trust as recorded in Deed Volume 263, Page 186 of the Carroll County Records, and being located in the Northeast Quarter of Section 9 and the Southeast Quarter of Section 10, Township of Rose (T.16, R.7), County of Carroll, State of Ohio and further bounded and described as follows:

Beginning at an "+" in a stone found at the northwest corner of said Northeast Quarter; thence S 83°09'12" E and with the north line of said Northeast Quarter a distance of 676.50 feet to a 5/8" iron bar set at the southeast corner of the property now, or formerly owned by J.S. Smith, said point also being the TRUE PLACE OF BEGINNING for the tract of land herein to be described;

thence N 7°43'07" E and with the east line of said Smith property a distance of 1358.31 feet to a 5/8" iron bar set at the southwest corner of the property now, or formerly owned by M.J. Petrilli;

thence S 83°26'15" E and with the south line of said M.J. Petrilli property and the south line of the property now, or formerly owned by G.A. and C. McCaulley a distance of 660.00 feet to an iron bar (Bodo) found at the southeast corner of said McCaulley property;

CONVEYANCE EXAMINED
COMPLIES WITH R. C. SEC. 319.202
ENTERED FOR TRANSFER

JUN 08 2001

E. LEROY VAN HORNE,
AUDITOR

DEED CHECKED FOR TRACT
DESCRIPTION ONLY.
D. A. MISKIMEN, CO. ENGINEER

cjr
DEPUTY
6-8-2001

VOL 300
PAGE 527

thence S 5°36'12" W and with the west line of the property now, or formerly owned by M. and A.M. Nicoletti a distance of 1361.75 feet to a 5/8" iron bar set on said north line of said Northeast Quarter;

thence S 5°02'00" W and continuing with said west line of said Nicoletti property a distance of 611.60 feet to a 5/8" iron bar set at the southwest corner of said Nicoletti property;

thence S 87°00'00" E and with the south line of said Nicoletti property and the south line of the property now, or formerly owned by K.M. Mortazaum a distance of 920.70 feet to a 5/8" iron bar set;

thence S 36°57'25" E and continuing with said south line of said Mortazaum property a distance of 355.45 feet to an iron bar (Bodo) found;

thence S ^{83°}87°11'40" E and continuing with said south line of said Mortazaum property a distance of 144.34 feet to an iron bar (Bodo) found on the east line of said Northeast Quarter;

thence S 6°14'42" W and with said east line of said Northeast Quarter a distance of 772.00 feet to a 5/8" iron bar set at the northeast corner of the property now, or formerly owned by D.N. and D. Russ;

thence N 83°00'00" W and with a north line of said Russ property a distance of 1159.11 feet to a 5/8" iron bar set;

thence N 72°56'15" W and continuing with said Russ property line a distance of 853.93 feet to a 5/8" iron bar set;

thence N 2°20'45" E and continuing with said Russ property line a distance of 755.90 feet to a 5/8" iron bar set;

thence N 5°52'30" E and continuing with said Russ property line a distance of 120.00 feet to a 5/8" iron bar set;

thence N 8°19'25" E and continuing with said Russ property line a distance of 550.00 feet to said true place of beginning and containing 74.522 acres of land, more or less, of which 53.135 acres is in said Northeast Quarter of Section 9 and 21.387 acres is in said Southeast Quarter of Section 10, as surveyed by Robert P. Hoover, Ohio Registration No. 6155, in May of 2001.

The basis of bearings, S 83°26'15" E for said south line of said M.J. Petrilli and G. and C. McCaulley property is taken from a David Bodo and Associates survey dated January of 1998.

Surveyed by, HOOVER AND ASSOCIATES, INC., Robert P. Hoover Ohio Reg. No. 6155

THIS DEED GIVEN TO ADJUST AND CORRECT BOUNDARY LINES BETWEEN GRANTOR AND GRANTEE HEREIN.

Together with a 30 foot Right-of-Way for ingress and egress as recorded in Volume 110, page 339; Volume 127, page 295 and Volume 231, page 91 thru 94, Carroll County Records and in Agreement for Easement recorded in Volume 232, page 377, Carroll County Records.

[REDACTED]

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging, unto the said Grantees their heirs and assigns so that neither the said Grantors, nor their heirs, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF we hereunto set our hands the 23rd day of May in the year of our Lord two thousand one.

EXECUTED IN PRESENCE OF

Sharon G. Bolitho *Donald R. Russ*

Donald R. Russ
John Niles Sponseller *Darlene M. Russ*

Darlene M. Russ

THE STATE OF OHIO)
) ss.
STARK COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named Donald R. Russ and Darlene M. Russ who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio this 23rd day of May, 2001.



John Niles Sponseller

Notary Public

This instrument prepared by:
John Niles Sponseller, Attorney At Law My Commission has no expiration date
4180 Holiday Street N.W., Canton, Ohio 44718 Under Section 147.03 R.C.

Kill
200100003300
Filed for Record in
CARROLL COUNTY, OHIO
PATRICIA OYER
06-08-2001 02:55 pm.
QT CL DEED 18.00
Book 300 Page 527 - 529

INDEXED RANGED
COMPARED MGN. ENTRY

VOL 300 PAGE 529

200500000705
Filed for Record in
CARROLL COUNTY, OHIO
PATRICIA OYER
02-10-2005 At 03:16 PM.
TRUST DEED 52.00
DR Book 15 Page 1438 - 1442

DEED OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS that, MARY JO PETRILLI and JOSEPH M. PETRILLI, Co-Trustees of the Mary Jo Petrilli Living Trust dated November 18, 1994, the Grantors, who claim title by and through the instruments recorded in Instrument No. 200400001174 of the Carroll County Recorder's Office, for the consideration of One Dollar and Other Valuable Consideration (\$1.00 and OVC) paid, grants, with fiduciary covenants, to JENNIFER L. PETERSEN and DEAN E. PETERSEN, husband and wife, the Grantees, for their joint lives, remainder to the survivor of them, whose tax mailing address is 1256 Bark Road NW, Magnolia, Ohio 44643, the Grantors' entire interest in the following described real property:

(SEE EXHIBIT "A")

Subject to:

Easement as contained in a deed, from Flavius S. Brown to Alva Russ dated June 2, 1943 in Volume 110, Page 339 of the Carroll County Records.

Agreement for Easement from Donald R. Russ and Darlene M. Russ to Alva Russ and Kathryn Russ dated April 17, 1989 in Volume 232, Page 377 of the Carroll County Records.

Easement from Thomas L. Strachan dated March 1, 1991 @ 2:11 p.m. in Volume 240, Page 527 of the Carroll County Records.

Restrictions and Conditions contained in a Quit Claim Deed, from Donald R. Russ and Darlene M. Russ and Mary Jo Petrilli and Joseph M. Petrilli, Trustees under the Mary Jo Petrilli Living Trust dated November 18, 1994, filed in Volume 300, Page 527 of the Carroll County Records.

Oil and Gas Lease from F.E. Brown to Stocker and Sitland Leasehold Corp dated June 18, 1965 in Volume 38, Page 627 of the Carroll County Records.

Oil and Gas Lease from Spring Haven Lodge to Stocker and Sisler Leasehold Corp., dated June 5, 1966 in Volume 38, Page 899 of the Carroll County Records.

Memorandum of Option-Lease Agreement by and between Mary Jo Petrilli and Joseph M. Petrilli, Co-Trustees or their successor in trust under the Mary Jo Petrilli Living Trust dated November 18, 1994, and Buckeye Industrial Mining Co., dated October 29, 2002 and filed December 10, 2002 @10:00 a.m. in Volume 84, Page 788 of the Carroll County Records.

SK 34085

DEED CHECKED FOR TRACT
DESCRIPTION ONLY.
D. A. MISKIMEN, CO. ENGINEER
DMC DEPUTY

02-10-05

Restrictive Covenants contained in a deed recorded March 9, 2004 in O.R. Volume 4, Page 1885 of the Carroll County Records.

Further subject to any and all conditions, restrictions, reservations, leases, rights of way, easements, and encumbrances of record, and further subject to applicable zoning ordinances and all legal highways.

Grantors expressly reserve and retain the following:

Any and all rights of the Lessor under a certain Option-Lease Agreement for Deep Mining, dated October 29, 2002, by and between Mary Jo Petrilli and Joseph M. Petrilli, Co-Trustees or their successor in trust under the Mary Jo Petrilli Living Trust dated November 18, 1994, and Buckeye Industrial Mining Co., as referenced in the Memorandum of Option-Lease Agreement by and between Mary Jo Petrilli and Joseph M. Petrilli, Co-Trustees or their successor in trust under the Mary Jo Petrilli Living Trust dated November 18, 1994, and Buckeye Industrial Mining Co., dated October 29, 2002 and filed December 10, 2002 @10:00 a.m. in Volume 84, Page 788 of the Carroll County Records.

Executed this 9th day of February 2005.

Mary Jo Petrilli Co-Trustee
MARY JO PETRILLI, Co-Trustee
of the Mary Jo Petrilli Living Trust
dated November 18, 1994

Joseph M. Petrilli Co-Trustee
JOSEPH M. PETRILLI, Co-Trustee
of the Mary Jo Petrilli Living Trust
dated November 18, 1994

CONVEYANCE EXAMINED
COMPLIES WITH R.C. SEC. 319.202
ENTERED FOR TRANSFER

FEB 10 2005

E. LEROY VAN HORNE,
AUDITOR

STATE OF OHIO, STARK COUNTY, SS:

The foregoing instrument was acknowledged before me this 9th day of February 2005, by MARY JO PETRILLI, Co-Trustee of the Mary Jo Petrilli Living Trust dated November 18, 1994.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 9th day of February 2005.

Kathleen R. Mullen
Notary Public

KATHLEEN R. MULLEN
Notary Public, State of Ohio
My Commission Expires Feb. 22, 2005

STATE OF OHIO, STARK COUNTY, SS:

The foregoing instrument was acknowledged before me this 9th day of February 2005, by JOSEPH M. PETRILLI, Co-Trustee of the Mary Jo Petrilli Living Trust dated November 18, 1994.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 9th day of February 2005.

Kathleen R. Mullen
Notary Public

KATHLEEN R. MULLEN
Notary Public, State of Ohio
My Commission Expires Feb. 22, 2005

This instrument prepared by:

Jason F. Haupt, Attorney at Law
KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.
4775 Munson Street, N.W.
P. O. Box 36963
Canton, Ohio 44735-6963
Phone: (330) 497-0700
Fax: (330) 497-4020



Hoover & Associates, Inc.

EXHIBIT A

Professional Surveying Services

5782 HUCKLEBERRY ST. N.W.
NORTH CANTON, OHIO 44720
Phone: 494-6744

DESCRIPTION 75.2647 ACRES
TRACT 2

Known as, and being part of an 8.0000 acre tract deeded to M.J. Petrilli as recorded in Deed Volume 282, Page 214 of the Carroll County Records and all of a 74.522 acre tract deeded to M.J. Petrilli Living Trust as recorded in Deed Volume 263, Page 186 of said Carroll County Records and further defined by Quit-Claim Deed Volume 300, Page 527 of said Carroll County Records and being located in the Southeast Quarter of Section 10 and the Northeast Quarter of Section 9, Township of Rose (T. 16, R. 7), County of Carroll and further bounded and described as follows:

Beginning at a 1" iron bar found at the northwest corner of said Southeast Quarter; thence S 83°26'15" E and with the north line of said Southeast Quarter and the centerline of Heritage Road a distance of 679.22 feet to an iron bar (Bodo) found at the northeast corner of the property now, or formerly owned by J.S. Smith, said point also being the TRUE PLACE OF BEGINNING for the tract of land herein ... to be described;

thence continuing S 83°26'15" E and with said north line of said Southeast Quarter and said centerline of Heritage Road a distance of 25.00 feet to a 5/8" iron bar set;

thence S 5°36'12" W a distance of 1295.26 feet to a 5/8" iron bar set on the south line of said 8.0000 acre tract;

thence S 83°26'15" E and with said south line of said 8.0000 acre tract and the south line of the property now, or formerly owned by G. A. and C. McCaulley a distance of 635.00 feet to an iron bar (Bodo) found on the west line of the property now, or formerly owned by M. and A.M. Nicoletti;

thence S 5°36'12" W and with said west line of said M. and A.M. Nicoletti property a distance of 1361.75 feet to a 5/8" iron bar set on the south line of said Section 10;

thence S 5°02'00" W and continuing with said west line of said M. and A.M. Nicoletti property a distance of 611.60 feet to a 5/8" iron bar set at the southwest corner of said Nicoletti property;

thence S 87°00'00" E and with the south line of said Nicoletti property and the south line of the property now, or formerly owned by K.M. Mortazaum a distance of 920.70 feet to a 5/8" iron bar set;

thence S 36°57'25" E and continuing with said south line of said Martazaum property a distance of 355.45 feet to an iron bar (Bodo) found;

thence S 83°11'40" E and continuing with said south line of said Mortazaum property a distance of 144.34 feet to an iron bar (Bodo) found on the east line of said Northeast Quarter;

(Continued)

Description 75.2647 Acres
Page 2 Continued

thence S 6°14'42" W and with said east line of said Northeast Quarter a distance of 772.00 feet to a 5/8" iron bar set at the northeast corner of the property now, or formerly owned by D.N. and D. Russ;

thence N 83°00'00" W and with a north line of said Russ property a distance of 1159.11 feet to a 5/8" iron bar set;

thence N 72°56'15" W and continuing with said Russ property line a distance of 853.93 feet to a 5/8" iron bar set;

thence N 2°20'45" E and continuing with said Russ property line a distance of 755.90 feet to a 5/8" iron bar set;

thence N 5°52'30" E and continuing with said Russ property line a distance of 120.00 feet to a 5/8" iron bar set;

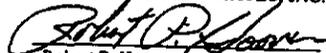
thence N 8°19'25" E and continuing with said Russ property line a distance of 550.00 feet to a 5/8" iron bar set at the southeast corner of said Smith property;

thence N 7°43'07" E and with the east line of said Smith property a distance of 1358.31 feet to a 5/8" iron bar set, said line passing over a 5/8" iron bar set at 678.27 feet;

thence N 5°36'12" E and continuing with said east line of said Smith property a distance of 1295.26 feet to said true place of beginning, and containing 75.2647 acres of land, more or less, of which 53.1348 acres is in said Northeast Quarter and 22.1299 acres is in said Southeast Quarter, as surveyed by Robert P. Hoover, Ohio Registration No. 6155 in February of 2002.

The basis of bearings, S 83°26'15" E for said north line of said Southeast Quarter of Section 10, is taken from a survey by David Bodo and Associates dated January 1998.

Surveyed by:
HOOVER AND ASSOCIATES, INC.


Robert P. Hoover
Ohio Reg. No. 6155



Attention:

May 15, 2022

Jennifer L. Petersen and Dean E. Petersen

It has come to the attention of The Donna Ramsey Family Trust that a surveyors pin was discovered placed on their property in error. Your surveyor has made a grievous error in either the starting point of their measurement or in the actual measurement.

The Donna Ramsey Family Trust has been to the Carroll County Recordors Office, the Map Department and the Auditors office to confirm the exact property boundaries of the original 160 acre 1/2 mile square of land purchased by Earl and Donna Ramsey in 1953. The Recordors Office showed us the actual plat maps as to the property boundaries and we are confident that they are correct and your surveyors pin is incorrect.

This pin was discovered in 2015 by a logging company (that was hired by The Donna Ramsey Family Trust) that was using GPS to discern property lines for logging. They alerted us and the pin was removed then. The farm manager recently discovered the pin has been replaced in the same position in error again.

The misplaced surveyors pin has been removed and anymore egress to the property lines is prohibited.

The enclosed map is from the Carroll County records showing the actual recorded land areas. I have indicated the pin location in error. The pin was discovered about 25 feet on the Donna Ramsey Family Trust property indicated. If you are not the landowner of the 75.2647 acre plot Section 10 please advise.

Any further discussion on this matter should be directed to the farm manager.

Gerald Hohler
1154 Clay Rd NW
Dellroy, OH 44620

330.704.6704

By adjacent Proximity, includes 1256 Burk Road address

Neighborhood

The subject neighborhood consists of mostly scattered single-family residential properties with the exception of The Heartland on Heritage outdoor/barn/country wedding venue located across the street from the subject property. This facility causes impairment in market value to subject property due to noise and nuisance issues. This detrimental condition is classified as an external/imposed condition, since it occurs outside the border of the subject property. The impact for this type of detrimental condition is moderate to meaningful that typically results in a 20% to 30% reduction in market value.

Carroll County Market Value and Real Estate Taxes

The most recent Carroll County market value (tax year 2022) of the subject property is \$319,910.

Current annual real estate taxes are \$4,775.08.

There is a special assessment with the annual amount being \$6.00.

Zoning

There are no zoning regulations in Rose Township, Carroll County, Ohio.

Subject Property Information

Site

The subject site is 10.07 acres with the shape being rectangular. The site is wooded with the exception of the front section and house lot area.

Noted site improvements include large concrete driveway, concrete walkway and well and septic.

Building Improvements

The main building improvements consist of a two-story single-family residence that is 2,462 square feet built in 1996. The first floor consists of a family room, kitchen, dining room, office, half bathroom and laundry room. The second floor contains a master bedroom and bathroom, two additional bedrooms and bathroom. The basement area has a back walk-out and is partially finished.

Noted features include fireplace, jetted tub and walk-in closet in master bedroom area, central vac-u-flo system and numerous ceiling fans.

Outside amenities include a front covered porch, large wood deck in back and above ground pool.



FILED

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CARROLL COMMON PLEAS
WILLIAM R. WOHLWEND

IN THE COURT OF COMMON PLEAS
CARROLL COUNTY, OHIO

MICHAEL TALKINGTON, <i>et al.</i>)	CASE NO. 2022CVC30155
)	
Plaintiffs,)	JUDGE REPELLA
)	
v.)	
)	FINAL ORDER
HEARTLAND ON HERITAGE, LLC, <i>et al.</i>)	Common Pleas Journal # <u>294</u>
)	
Defendants.)	Page # <u>667</u>

This case came before the Court for a bench trial on January 13th through the 15th of 2025. The Plaintiffs were present and represented by Attorneys Richard Reinbold and Stacie Roth. The Defendants were present and represented by Attorneys Nicholas Horrigan and Christine Garritano.

During the Trial the Plaintiffs dismissed their request for a permanent injunction and the Defendants dismissed their Counter Claims 1, 2 and 3. Plaintiffs' post-trial brief also dismissed their Trespass claim. This leaves the court to decide the Plaintiffs' claims for Nuisance and Negligence, as well as Plaintiffs' allegations that Dean and Jennifer Petersen should be personally liable for the acts of Defendants LLCs. The court must also decide Defendants' counterclaim for Frivolous Conduct pursuant to R.C. 2323.51(A)(2)(ii).

Findings of Fact:

1. The Plaintiffs, the Talkingtons, and Defendants, the Petersens, both live on the same rural road in Carroll County, Ohio.
2. The Talkingtons purchased their real estate in 2004. It consists of a 10-acre parcel of land in the country on a dead-end road.
3. The Petersens bought their home sometime after the Talkingtons.
4. In 2018 the Petersens bought another piece of real property directly across the street from the Talkingtons. The Petersens then began work to turn it into an AirBnB as well as an outdoor wedding venue.
5. The Petersens formed 2 separate LLCs to operate the business and own the real estate. Heartland on Heritage, LLC operates the AirBnB and wedding venue. Petersen Heritage Investments, LLC owns the real estate that the AirBnB and wedding venue operate on.
6. The two companies have separate accountants.
7. The wedding venue and AirBnB are a little over 900 feet from the front of the Talkington's house.
8. The parking area and driveway for the venue are between the wedding venue and the Talkington's house.
9. As vehicles leave the wedding venue their lights point at the front of the Plaintiffs' home.

10. On June 26th, 2021 the Plaintiffs and Defendants met at Plaintiffs' home to discuss the noise and other issues coming from the wedding venue and AirBnB. Plaintiffs' Exhibit 22 is an audio recording of this event, in which the noise coming from a wedding event is clearly audible.
11. The Defendants estimate that they will have around 26 wedding events at the property each year. These wedding events happen primarily on the weekend from April through October.
12. The Defendants have made several adjustments to try and address some of the Plaintiffs' complaints. Including but not limited to constructing a building to move the weddings and music inside, instituting a noise policy, interviewing and screening potential guests, hiring security guards to monitor the sound levels, installing signs to direct traffic, planting trees near the property line, installing security cameras and pointing the speakers away from Plaintiffs' property.
13. The Plaintiffs had an expert testify concerning the value of Plaintiffs' real estate if a wedding venue were not directly across the street as well as the diminution in value with the venue in place.
14. The Defendants had 2 experts testify. One was an expert on noise and he testified about various sound related issues at the property. The second expert testified about the credibility of the Plaintiffs' expert as well as his report.

Absolute Nuisance Claim:

A private nuisance may be categorized as either an absolute or qualified nuisance. *Adkins v. Boetcher*, 4th Dist. Ross No. 08CA3060, 2010-Ohio-554, ¶ 16. “[A]n absolute nuisance requires intentional conduct on the part of the defendant.” *Angerman v. Burick*, 9th Dist. Wayne No. 02CA0028, 2003-Ohio-1469, ¶ 10 (citing: *Hurier v. Gumm* (Nov. 1, 1999), 12th Dist. No. CA99-01-005, 1999 Ohio App. LEXIS 5122). “Intentional’ in this context means not that a wrong or existence of a nuisance was intended but that the creator of it intended to bring about the conditions which are in fact found to be a nuisance.” *Id.* In other words, an absolute nuisance occurs “[w]here the harm and resulting damage are the necessary consequences of just what the defendant is doing, or is incident to the activity itself in which it is conducted... *Id.*”

In this case the Defendants intended to operate an AirBnB and a wedding venue in a rural setting. The natural result of this is that there will be noise and light consistently generated by the events that otherwise would not be present in such a setting. The Court is convinced that approximately 26 times a year the Plaintiffs can hear the normal noises that come along with modern weddings. This includes constant music, people talking and yelling, cursing, car horns honking, car doors closing, a consistent stream of headlights and noise from vehicles traveling along a chip and sealed road. All of these things combined with the frequency and the rural setting would aggravate even the most laid-back country

resident. The Plaintiffs in this case chose to live in their home in order to get away from an urban environment and enjoy the natural sounds that rural living provides.

The Defense focused primarily on the music and other noises coming from the speakers during wedding events. However, the court is convinced that the Plaintiffs complaint has merit concerning not just the music and voices coming from the speakers, but the noise of attendees in the parking lot, car horns, car doors closing, headlights as they leave the Defendants' property and the abnormally high level of traffic caused during wedding events.

In this case the Defendants absolutely intend to operate their businesses and as a result they have created an absolute nuisance for the Plaintiffs. The Court will find for the Plaintiffs as to their absolute nuisance claim.

Qualified Nuisance Claim:

"A qualified nuisance is a lawful act 'so negligently or carelessly done as to create a potential and unreasonable risk of harm, which in due course results in injury to another.'" *Id.* (quoting *Metzger v. Pennsylvania, Ohio & Detroit RR. Co.*, 146 Ohio St. 406, paragraph two of the syllabus (1946)).

An action for damages due to a qualified nuisance is premised on a defendant's negligence in allowing a dangerous or bothersome condition to exist. *Hamilton v. Hibbs L.L.C.*, 2012-Ohio-4074, ¶ 17 (10th Dist. 2012) (citing *Allen Freight Lines, Inc. v. Consol. Rail Corp.*, 64 Ohio St.3d 274, 275 (1992)). Therefore, a plaintiff must prove negligence by establishing that the defendant breached an applicable duty of care and that the breach

proximately caused the plaintiff injury. *Id.* (citing *Safeco Ins. Co. of Am. v. White*, 122 Ohio St.3d 562, ¶ 36 (2009)). The applicable standard of care is that which a reasonable person would exercise in preventing or correcting the dangerous or bothersome condition. *Id.* (citing *Rothfuss v. Hamilton Masonic Temple Co.*, 34 Ohio St.2d 176, 180 (1973); *Kramer*, supra at ¶ 23 (6th Dist. 2007)).

In this case the Defendants have taken several steps to try and remedy the nuisance and minimize its impacts. The Defendants will continue to create the nuisance as long as they operate as a wedding venue, however their actions don't rise to the level of negligence. Rather they are a natural byproduct of the businesses being operated on the property. The Court will deny Plaintiffs' action for Qualified Nuisance. As such the court will also deny the Plaintiffs' claim for Negligence.

Piercing the Corporate Veil:

While the Petersens are the only owners/members of Heartland and Heritage Investments, that fact alone is insufficient to pierce the corporate veil of the companies and hold the Petersens personally liable. Indeed, the Talkingtons presented zero evidence at trial to support their "alter ego" theory, such as grossly inadequate capitalization; failure to observe corporate formalities; diversion of company assets for personal use; or absence of corporate records. *Pottschmidt v. Klosterman*, 2006-Ohio-6964, ¶37 (9th Dist. 2006).

The Talkingtons presented no evidence to show that the Petersens have "exercised control over the [companies] in such a manner as to commit fraud, an illegal act, or a

similarly unlawful act” or engaged in the type of “extreme shareholder misconduct” required to satisfy the *Dombroski* test. *Dombroski v. WellPoint, Inc.*, 2008-Ohio-4827, ¶29.; *Allied*

Diversified Constr., Inc. v. Elite Mech., Inc., No. 1:16CV334, 2016 WL 7034238, at *5 (S.D. Ohio Dec. 2, 2016).

The Plaintiffs’ claim to Pierce the Corporate Veil and hold the Petersens personally liable shall be denied and Dean and Jennifer Petersens shall be dismissed from this case.

Defendants’ Frivolous Conduct Claim

Given that the court has found for the Plaintiffs on one of their nuisance claims the Defendants’ Frivolous Conduct Claim is denied.

Damages:

“For there to be an action or nuisance, the injury must be real, material, and substantial.” *Banford v. Aldrich Chem. Co.*, 126 Ohio St.3d 210, 2010-Ohio-2470, 932 N.E.2d 313, ¶ 17. “Damages for nuisance may include diminution in the value of the property, costs of repairs, loss of use of the property, and compensation for annoyance discomfort and inconvenience.” *Id.* When considering annoyance and discomfort damages, the Ohio Supreme Court held:

...no precise rule for ascertaining the damage can be given as, in the very nature of things, *the degree of personal annoyance and discomfort is not susceptible to exact measurement.* However a plaintiff may not recover for trifling annoyance and unsubstantiated or unreleased fears. There must be an appreciable, substantial, and tangible harm resulting in actual, material physical discomfort. However, the *plaintiffs need not demonstrate bodily*

injury to establish discomfort. Furthermore, evidence of pecuniary loss is not required to recover damages for discomfort and annoyance.”

Id. at ¶ 20 (emphasis added).

In this case the court will award the Plaintiffs damages concerning the diminution in value of their real property. The only evidence presented at trial concerning diminution in value was given by Plaintiffs’ expert Mr. Miller. Defendants attempted to attack Mr. Miller’s report, his methods and his credibility. But the court found Mr. Miller to be a reliable witness and has no other evidence before it to support a different amount than what Mr. Miller offered. Therefore, the court will award the Plaintiffs \$94,000.00 in damages for the diminution in value created by the absolute nuisance.

As for annoyance and discomfort damages the court will award the Plaintiffs \$20,000.00. The court is fully aware that there is no adequate or scientific way to arrive at the damages for annoyance and discomfort. However, in this case the court is convinced that the Plaintiffs are entitled to such compensation. Prior to 2019 the Plaintiffs were living a quiet country life undisturbed by the noises that are associated with a wedding venue. That all changed when the Defendants began operating their wedding venue. Starting in 2019 from the months of April through October the disturbances became a near weekly occurrence. Even the most reasonable person would be annoyed and uncomfortable in their own home if they were put into the Plaintiffs’ shoes.

Common Pleas Journal # 294

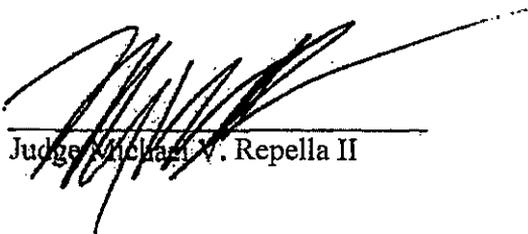
Page # 675

Judgment:

WHEREFORE the Court rules in favor of the Plaintiffs and holds the Defendants Heartland on Heritage, LLC and Petersen Heritage Investments, LLC jointly liable for the absolute nuisance caused by the ongoing operation of the businesses. The Court awards the Plaintiffs \$94,000.00 for the diminution in value of their real property and \$20,000.00 for annoyance and discomfort damages. All other claims by the Plaintiffs have either been dismissed by the Plaintiffs or dismissed by the court. Both Dean and Jennifer Petersen have been personally dismissed as parties to this case. The Defendants dismissed their first, second and third counterclaims and their fourth has been dismissed by this court.

Clerk to apply deposits, with any fees due being payable by the Defendants Heartland on Heritage, LLC and Petersen Heritage Investments, LLC.

IT IS SO ORDERED.



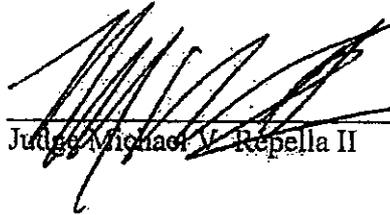
Judge Michael W. Repella II

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NOTICE: FINAL APPEALABLE ORDER

This is a final appealable order. For each party who is not in default, serve notice to the attorney for each party and to each party who represents himself or herself by regular mail service with certificate of mailing making notation of same upon case docket.



Judge Michael V. Repella II

Stamped copies to:

Attorney Andrew Burton for the Plaintiffs
Attorney Nicholas Horrigan and Christine Garritano for the Defendants

2023-2025 Repairs 1256 Bark Road

- \$1,249.09 M&R
- \$6,690.00 Spencer Electric
- \$4,046.00 Blasenhour
- \$6,100.00 Kevin Miller Plumbing
 - \$27.41 Crawl Lumber
- \$1,071.50 Lowes
- \$54.40 robertsons
- \$2,091.60 Millers Foam & Roof
- \$21,330.00



Parcel



Parcel Number

31-0000035.000 (website)

Legal

7 16 9 PT NE1/4 75.2647A

Owner

PETERSEN DEAN E & JENNIFER L

Location 📍

1260 BARK RD

Acres

75.2600

Programs

OO, CAUV

Date ▲	Public	Style	Attached To	Notes
02/12/2020	N	General	2020 CAUV	PER FIELD REVIEW - ACCESS TRAILS ARE PRESENT AND WELL MAINTAINED. GRAPEVINES ARE UNDER CONTROL AND INVASIVE SPECIES ARE BEING CONTROLLED. CULL TREE REMOVAL HAS ALSO TAKEN PLACE AND IS BEING UTILIZED - VM
01/01/2019	N	General	2019 CAUV	APPLICATION #: 3158
02/10/2005	N	General	Transfer on 02/10/2005	Transfer from PETRILLI MARY JO & JOSEP to PETERSEN DEAN E & JENNIFER L New Ownership: No
02/10/2005	N	General	Parcel	OWNER: PETERSEN DEAN E & JENNIFER L J/, 1256, 1260 BARK RD, MAGNOLIA



Date ▲	Public	Style	Attached To	Notes
03/09/2004	N	General	Parcel	<p>SPLIT & CMB. FROM MARY JO PETRILLI 5/22/02 3/09/04 CMB. #31-0035.003 10.3037A & #31-00035.002 9.5219A TO THIS TRACT. SAME OWNERS-CJH EQ04AGRES: 8% LAND 8% IMP 4500 LAND 14250 IMP 9/2/11 3 PP SHED & CANOPY 100%, ADD 2.5% ROLLBACK TY11 TK CARD #1 EBP/B 7/17/18 REAPP 19 BN-VM **** TRUE CASH VALUE **** ***** ASSESSED VALUE **** YEAR REASON CODE LAND BUILDING TOTAL LAND BUILDING TOTAL 2000 REAL VAL 42290 160260 202550 14800 56090 70890 2001 ANN. EQUAL 52780 178170 230950 18470 62360 80830 2002 MISCELLANE 56270 178170 234440 19690 62360 82050 2004 ANN. EQUAL 56270 178170 234440 19690 62360 82050 2004 ANN EQUAL 60770 192420 253190 21270 67350 88620 2007 ANN. EQUAL 104160 231530 335690 36460 81040 117500</p>

Land Data

Type	Dims	Unit Rate	FCTR	Base Value	Adjust	BOR	ADJ FCTR	Trend	Final Value
C-CROPLAND	0.3610	4,100.00		1,480					1,480
AGUSE - ACRES = '0.3610', SYMBOL = 'C', MKT/AC = '2450', MARKET = '890'.									
HS-HOME SITE	1.0000	41,600.00		41,600					41,600
MARKET - ACRES = '1.0000', SYMBOL = 'HS-HOMESITE', MKT/AC = '18000', MARKET = '18000'.									
SA-SMALL ACRES*	0.5050	0.00		0					0
MARKET - ACRES = '0.5050', SYMBOL = 'LP-LAKE / POND', MKT/AC = '0', MARKET = '0'.									
W-WOODLAND	73.3940	4,100.00		300,915					300,920
AGUSE - ACRES = '73.3940', SYMBOL = 'W', MKT/AC = '2450', MARKET = '179810'.									
Total	75.2600								344,000

Parcel	31-000035.000
Property	1260 BARK RD
Address	
District	31-ROSE TWP-SANDY VALLEY LSD
Map Number	30010-29.000
Routing	10
Land Use	111-CASH-GRAIN OR GENERAL FARM "QUALIFIED FOR
Class	Agriculture
Neighborhood	00031-ROSE SANDY VALLEY SD-AV
Living Area	512

Site Characteristics

Topography	Public Utilities	Street / Road	Neighborhood
ABOVE	ELECTRIC	ALLEY	BLIGHTED
BELOW	GAS	PAVED	DECLINING
FLAT	SEPTIC	PROPOSED	IMPROVING
LOW &	SEWER	SIDEWALK	STATIC
ROLLING	WATER	UNPAVED	
STEEP	WELL		

Valuations

Assessment	2024	2025
Appraised		
Land	198,700	344,000
Improvement	251,120	380,710
Total	449,820	724,710
Assessed		
Land	69,550	120,400
Improvement	87,890	133,250
Total	157,440	253,650
Land	Improvement	Total

Owner	PETERSEN DEAN E & JENNIFER L
Legal	7 16 9 PT NE1/4 75.2647A



Permits

Permit	Date	CD	Description	%	Amount

Notes

OC=1, EXLVUN=0000000, PLUMB= 1, PLUMBI=0000000



Type	1-SINGLE	Area	Height	Brick	Finish	Heat	Cool	Value
Units Designed	FAMILY	512	First Floor		100.00	100.00		79,230
Units Converted	1	512	Basement					13,750
Total Rooms	3							
Bed Rooms	2							
Family Rooms								
Dining Rooms								
Plumbing	NORMAL	Total Floor Value						92,980
Full Baths	1	Living Units Value						
Half Baths		Plumbing						6,440
Extra Fixtures		RecRoom						
		Fireplace		Openings	Stacks			
		Linear Brick		Height	Length			
		Exterior Features		EFP=152, OFP=104, WDD=36				17,780
		Garage / Carport						
		Base Value						117,200
		Grade		Code	50% Factor	50.00		-58,600
		Well / Septic						
		Adjustment		Code	Factor			
		RCN Value		58,600 total value x 1.0 multiplier				58,600
		Year		Built	1936 Rem	556		
		Depreciation %		AV-60.00				-35,160
		Observed %						
		Depreciation Value						-35,160
		RCNLD Value						23,440
		BOR						
		Trend						
		Final Value						23,440

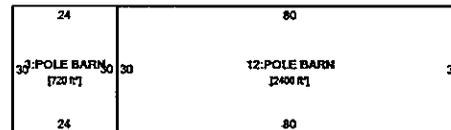
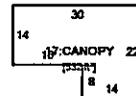
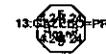
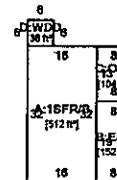
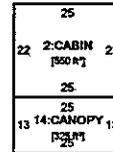
Improvements

ID	Type	Dims	Size	Features	Rate	Base Value	Unit Count	Grade	Adjust Reason	ADJUST FACTR	Year BLT/REM/EFF	DEPR NML	DEPR OBS	BOR	Trend	Final Value
2	34-CABIN	25 X 22	550	04,05,06	41.83	23,007	1	100%			1950/ /1950	AV-80.00				4,600
2 BUILDING TYPE = '34.040506', SHB+CONSFTXFT = ' 022X25', SIZE = '550', UNIT RATE = '', GRADE = '100%', YYRY OR YEARCOND = '1950AV', REPLA VALUE = '17780', PHY DPR = '75', FNC DPR = ''																
3	126-POLE BARN	30 X 24	720	41,43	8.27	5,954	1	100%			1993/ /1993	AV-60.00				2,380
3 BUILDING TYPE = 'POLEBLGPP', SHB+CONSFTXFT = '* 12X12', SIZE = '144', UNIT RATE = '', GRADE = '', YYRY OR YEARCOND = '', REPLA VALUE = '', PHY DPR = '', FNC DPR = '', VALUE = ''																
4	17PP-POOL=PP		314		0.00	0	1	100%			2015/ /2015	AV-0.00				0
4 BUILDING TYPE = 'POOLPP', SHB+CONSFTXFT = '*', SIZE = '', UNIT RATE = '', GRADE = '', YYRY OR YEARCOND = '', REPLA VALUE = '', PHY DPR = '', FNC DPR = '', VALUE = ''																
5	04PP-SHED=PP	12 X 12	144		0.00	0	1	100%			1999/ /1999	AV-0.00				0
5 BUILDING TYPE = 'SHEDPP', SHB+CONSFTXFT = '* 12X12', SIZE = '', UNIT RATE = '', GRADE = '', YYRY OR YEARCOND = '', REPLA VALUE = '', PHY DPR = '', FNC DPR = '', VALUE = ''																
12	126-POLE BARN	80 X 30	2,400		6.89	16,536	1	100%			1993/ /1993	GD-55.00				7,440
2 BUILDING TYPE = '33', SHB+CONSFTXFT = ' 030X48', SIZE = '1440', UNIT RATE = '', GRADE = '100%', YYRY OR YEARCOND = '1993GD', REPLA VALUE = '16630', PHY DPR = '50', FNC DPR = '', VALUE = ''																
															Total	14,420

Sales

Date	Name of Previous Owner	Sales Amount	Deed Type	Valid	Parcels	LO	Conveyance
02/10/2005	PETRILLI MARY JO & JOSEP	395,000.00	UN	N	2	N	1
06/08/2001	* NOT ON FILE *	0.00	QUIT CLAIM DEED	N	2	N	1
11/29/1994	* NOT ON FILE *	0.00	QUIT CLAIM DEED	N	2	N	1

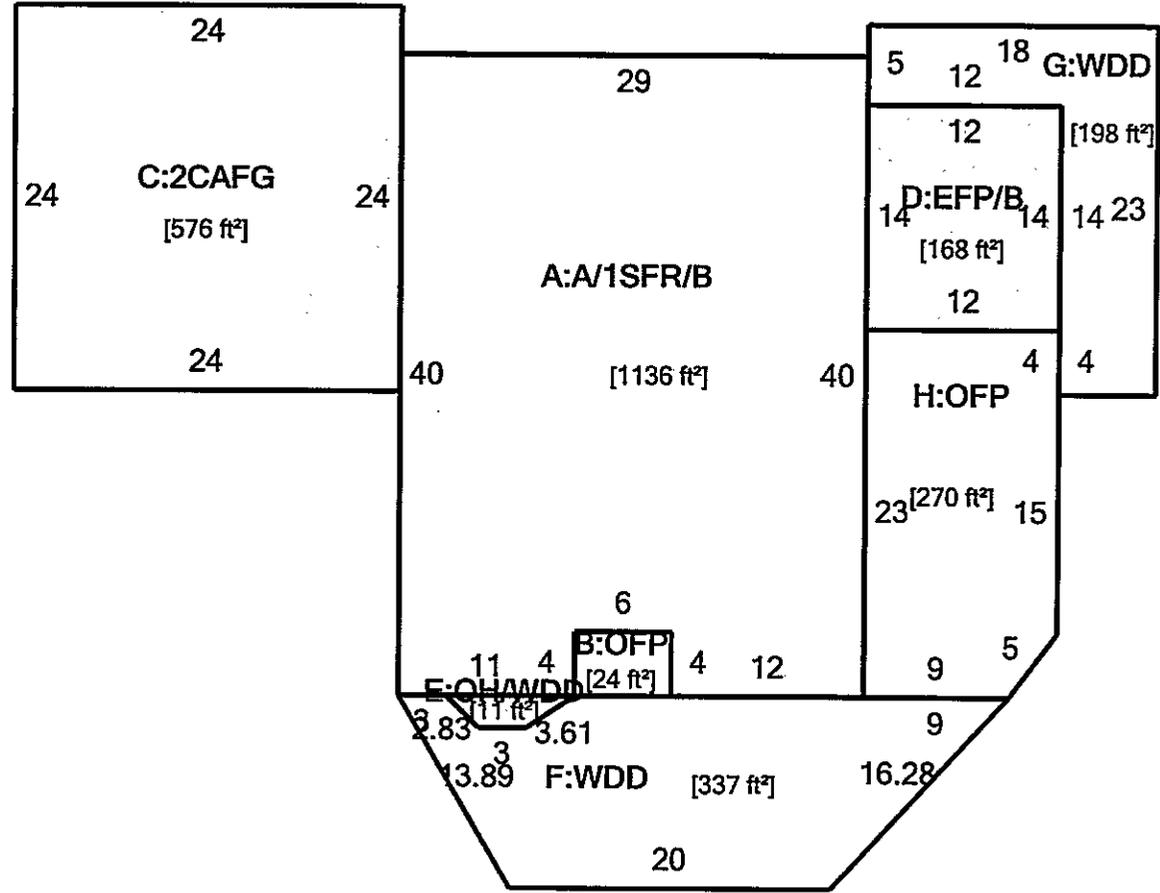
ID	Description	Size
A	1SFR/B	512
B	EFP	152
C	OFF	104
D	WDD	36
2	34	550
3	126	720
4	17PP	314
5	04PP	144
12	126	2,400
13	06PP	103
14	27	325
16	04PP	144
17	27	532



Notes

REVAL 2025 FIELD REVIEW DONE BY JMR-KK
 REVAL 2025- CORR EFF YEAR FOR BOTH DWLGS,
 CORR MSMTS FOR OUTBLDGS, ADDED OFF ON
 SECOND DWLG 12/27/23 SBT
 CALL BACK - R : : E : 080211 : MB
 SPLIT & CMB. FROM MARY JO PETRILLI 5/22/02
 3/09/04 CMB. #31-0035.003 10.3037A & #31-
 00035.002 9.5219A TO THIS
 TRACT. SAME OWNERS-CJH
 EQ04AGRES: 8% LAND 8% IMP 4500 LAND 14250
 IMP
 9/2/11 3 PP SHED & CANOPY 100%, ADD 2.5%
 ROLLBACK TY11 TK
 CARD #1 EBP/B
 7/17/18 REAPP 19 BN-VM
 **** TRUE CASH VALUE **** ** ASSESSED
 VALUE ****
 YEAR REASON CODE LAND BUILDING TOTAL LAND
 BUILDING TOTAL
 2000 REAL VAL 42290 160260 202550 14800
 56090 70890
 2001 ANN. EQUAL 52780 178170 230950 18470
 62360 80830
 2002 MISCELLANE 56270 178170 234440 19690
 62360 82050
 2004 ANN. EQUAL 56270 178170 234440 19690
 62360 82050
 2004 ANN EQUAL 60770 192420 253190 21270
 67350 88620
 2007 ANN. EQUAL 104160 231530 335690

ID	Description	Size
A	A/1SFR/B	1,136
B	OFF	24
C	2CAFG	576
D	EFP/B	168
E	OH/WDD	11
F	WDD	337
G	WDD	198
H	OFF	270



Notes

CALL BACK - R : : E : 080211 : MB

