



# Memo

FROM THE DESK OF THE ZONING ADMINISTRATOR

To: Planning Commission

Date: December 10, 2013

Re: 12/17 Meeting Notes

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FPR 1709 Final Platt Review with revision to Bamber Woods Office Park.

The owners wish to submit the final plat with an amendment to their preliminary plat. Lots 3, 7 and 8 are being reconfigured. Unit 3 is enlarged, and units 7 and 8 are diminished. The changes meet setbacks. The owner asked if we would prefer to change the plat now, or alter it later through a division of platted lots process. The assessor prefers to have it revised now. Notice the detail that has been added based on our previous review requirements. Sidewalk locations were agreed to in a planned fashion. The frontage on Pickard is to be built now, the interior as construction is submitted. We spent some time deciding if a ROW was required on the north side. An extra ROW on the north side is not required by the ordinance, and conflicts with utility ROW, IF we require sidewalks there, they may be placed in the existing ROW. Also included are the condo documents. This will move to the Board for final approval on Thursday.

SUP 1739 Public Hearing for Golf Course and Country Club.

The property being developed has been in use for putting and driving uses for a very long time. With the request to construct, we need to hold a Public Hearing for this Special Use in an R2A (One and Two Family Residential) Zone. There are some issues with the site plan (see below) which do not need to be resolved for us to decide if the use is appropriate for the surrounding uses. As it is separated from Deer Run Subdivision by elevation, and the neighbors to the north by woods and distance, I suggest we recommend the special use to the Township Board for approval.

SPR 1739 Site Plan Review, Country Club Special Use. At issue is the requirement for a 100' Front Yard. The applicant made application for a variance, but requested to postpone the request on 12/4, under policy that allows a tabling if the ZBA seats only 3 members for the hearing. The ZBA meeting has been rescheduled for Jan 7. The site plan has the information we require with a few exceptions (the setback to the west, though a great distance, is not dimensioned, nor is the

west property line length. I do not have the MPFD review at this time, and the plan did not show existing fire hydrants. MPFD will field verify the hydrant locations and make their report. The drain office review of the storm plan is not in yet either. I see two options. We can approve the site plan contingent on the ZBA ruling, MPFD, Storm Plan and Road Commission approvals. We could also table the matter.

SUP 1740 Special Use Permit for Public and Institutional Use, Church.

The Maranatha Baptist Church has purchased property across from their church an Airway, across from the Airport. There is no construction site plan to review, as they will be remodeling an existing building. The use was shown on their site plan at our Aug 20, 2013 meeting for the expansion of the church, including some parking. A copy of that site plan is attached. At that time, the property was still zoned Industrial, and the site plan for the church was not approved as a part of this SUP. I suggest a recommendation to the Board to approve the Special Use Permit for a Church on this property, subject to a building permit being issued for any remodel of the existing building.

SPR 1745 Site Plan Review for 50' X 75' Industrial Building at 2194 Commerce Dr. This separate building is being proposed for B & B Oilfield Equipment. A variance was granted for the property to allow for a 40.5' Front Yard, as opposed to the required 75'. There is ample existing screening to protect the residential zone to the South. The parking load is satisfied with the existing lot, and will be served by the existing asphalt. I do not have MPFD or Stormwater Review letters as of today. No Road Commission review is triggered. The plan meets our requirements and I recommend approval.

**CHARTER TOWNSHIP OF UNION**  
**Planning Commission**  
**Regular Meeting Agenda**

**Date: December 17, 2013**

**Time: 7:00 p.m.**

**Place: Union Township Hall**

**Pledge of Allegiance**

**Roll Call**

**Approval of minutes for the November 19, 2013 regular meeting**

**Correspondence**

**Approval of Agenda**

**Public Comment: Restricted to three (3) minutes regarding issues not on this agenda**

**NEW BUSINESS**

- 1. FPR – 1709: Final Platt Review with Revisions of Bamber Office Park Site Condominium, Reconfigure Lots 3, 7, and 8, Condo Document Submission**
- 2. SUP – 1739: A Public Hearing and Recommendation for Special Use Permit for a Country Club in an R2A Zone**
- 3. SPR – 1739: Site Plan Review for Covered Driving Shelter with facilities**
- 4. SUP – 1740: Special Use Permit for Public and Institutional Use at 1525 Airway Drive**
- 5. SPR – 1745: Site Plan Review for 2199 Commerce Dr.**

**OTHER BUSINESS**

**None**

**Extended Public Comment**

**Adjournment**

**CHARTER TOWNSHIP OF UNION**  
**Planning Commission**  
**Regular Meeting**

A regular meeting of the Charter Township of Union Planning Commission was held on November 19, 2013 at Jameson Hall.

**Meeting was called to order at 7:00 p.m.**

**Roll Call**

**Present:** Squattrito, Primeau, Shingles, Jankens, Mielke, McGuirk, Henley

**Excused:** Fuller, Wagner

**Others Present**

Woody Woodruff

**Approval of Minutes**

**Primeau** moved and **Shingles** supported the approval of the October 15, 2013 meeting minutes with minor revisions. **Ayes: All. Motion carried.**

**Correspondence** - None

**Approval of Agenda**

**Henley** moved and **McGuirk** supported the approval of the agenda. **Ayes: All. Motion carried.**

**Public Comment** - None

**NEW BUSINESS**

1.) **SPA - 1737: Site Plan Review for 90' x 85' Addition, Furgeson Plumbing Supply.**

Mr. Peter Lorenz, with Lorenze Surveying reviewed the site plan for the expansion project, and answered questions.

**Mielke** moved and **Jankens** supported approval of SPA – 1738 with the following conditions: Storm Water Plan Approval , Fire Department Approval.

**Ayes: All. Motion carried.**

2.) **COM - 1556: Sign Ordinance Consultant Kick Off**

Representatives with Rowe reviewed the process and timeline for the sign ordinance project.

**Other Business** - None

**Extended Public Comment** - None

**Adjournment**

**The Chair adjourned the meeting at 8:00 p.m.**

**APPROVED BY:**

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**Alex Fuller - Secretary**

*(Recorded by Angela Schofield)*

**SUBDIVISION / SITE CONDO CHECKLIST  
CHARTER TOWNSHIP OF UNION**

Authority: Ordinance 1994-06, Subdivision of Land  
Zoning Ordinance 1991-05

File # \_\_\_\_\_, Subdivision Name Bamber Office Park Site Condominium  
central michigan surveying  
 Engineering / Surveying Firm + Development Co Inc, Phone # (989) 775-0756  
 Contact Name Tim Bebee  
 Address 510 West Pickard St Suite C MT Pleasant MI 48858  
 Email tbebee@cms-d.com FAX (989) 775-5012

Property owner / developer see ATTACHED SHEET, Phone # (989) 621-1401  
 Address P.O. Box 976 MT PLEASANT MI 48804-0976  
 Email tommyersalta@gmail.com FAX N/A  
archconinc@gmail.com

Zoning District OS, MINIMUMS: Lot Width 90, Lot Area 15,000  
 Side Yard 20, Front Yard 30(F), Rear Yard 50

Development options (cluster / open space, private roads, PUD, Site Condo / plat, etc.)  
Business Office Site Condo

<input type="checkbox"/>	Preliminary Review	\$ 200.00	Receipt #
<input checked="" type="checkbox"/>	Final Review	\$ 200.00	Receipt #

The following section outlines the submittal sequence and preliminary review considerations for subdivisions and site condominiums.

√	Section	Description	Comment
	<b>201.003</b>	<b>Preliminary Plat</b>	
	3.01	File Preliminary plan with Clerk	Submit to Zoning Administrator who will give plan to Clerk
	3.01.A	Scale < 200' / Inch	
	3.01.B	Show platted / Dedicated streets in area	
	3.01.C	North Arrow and Date, Revisions	
	3.01.D	Dimension Lots, Out lots and parks	
	3.01.E	Location, Size, Inverts for Sewer, Storm and Water, Existing and proposed	
	3.01.F	Lot Numbers- Sequential, no gaps or duplicates	
	3.01.G	No Block numbers or letters	
	3.01.H	Road Plan (see also Private Road Ordinance)	
	3.01.I	Written statement of Intent for installation of Roads and Utilities	
	3.01.J	Show any future phases	

√	Section	Description	Comment
	<b>201.302</b>	<b>Preliminary approval by Planning Commission and Board</b>	
	3.02.A	Planning Commission Review	List Conditions, Changes and Comments
	3.02.B	Township Board accepts review	List Conditions, Changes and Comments
	<b>201.303</b>	<b>Final Plat Specs</b> The developer shall revise the preliminary plan and Submit to Clerk	Note: Submission to clerk made through the township Zoning Administrator
	3.03.A	Statement by twp engineer that proposed water, sanitary and stormwater on preliminary are feasible and adequate.	Note: Submit through Townships Utility Coordinator. Maybe submitted concurrently with preliminary plan review by Planning Commission.
	3.03.B&C	Financial assurance for Water and Sewer	Cash Deposit, Letter of Credit, Bond or other such assurance
	3.03.D	Plat Restrictions, if any.	Note: Township does not enforce these
	<b>201.004</b>	<b>Final Plat Approval</b>	
	4.01.A	Final Platt has been submitted	
	4.01.B	Engineer has checked and approved plans	
	4.01.C	Subdivider has installed all improvements, or provided assurances per ordinance.	All except sidewalk as stated ON PLANS
	4.02	Planning Commission Reviews and makes approval with any final changes or restrictions.	Completed 2004-5
	<b>4.03</b>	<b>Action by Township Board</b>	
	4.03.A	Disapproval	
		a. Note all reasons to Planning Commission and Developer in writing	
		b. Resubmit\with changes addressing disapprovals to Planning Commission.	
	4.03.B	Approval, upon approval of final plat, Clerk to forward plat and restrictions to County Clerk	

Already Installed x

x

x

x

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The following section details specific requirements of a Platted Subdivision or Site Condominium.

✓	Section #	Description	Comments
	<b>201.005</b>	<b>General Specifications and Design Standards</b>	
	<b>5.01</b>	<b>Streets and Alleys</b>	
	5.01.A.	Location and Arraignment	
X	a	Continue existing streets into Plat	Extension of Ashland
NA	b	Take new streets to edge for future	N.A. Looped
NA	c	Show contours	All Construction Completed 2004-5
NA	d	Where ½ street is dedicated on adjoining plat, other ½ must be platted	NA
	5.01.B	Right of Way widths shown	For Public road, see Isabella County Road Commission Standards, For private see Union Township Private Road Ordinance.
X	a	Roads – 66ft	
NA	b	Alleys and Service Drives – 40 ft	NA
X	c	Walkways – 10 ft	
NA	d	Cul-de-Sacs	Meet requirements of ICRC Standards.
	5.01.C	Alleys not acceptable unless specifically required by Planning Commission	NA
Completed	5.01.D	Street Names are Unique in Isabella County and have been approved by Isabella County. Apply directly to Isabella County (989) 772-0911, ext 227.	Applicant is advised to check with both County Road Commission and County Inspections, Union Twp does not assign road names and assumes the developer has properly named roads prior to final approval.
	5.02	Blocks	NA
NA	5.02.A	Length – 1320 Ft Max	NA
NA	5.02.B	Easements- Blocks >559 Ft may require utility easements mid-way	NA
X	5.02.C	Intersection of subdivision and major streets held to minimum.	shown
	5.03	Lots	
X	5.03.A	Accessible to Public Street	All Lots
X	5.03.B	Side lot lines perpendicular or radial to street	As shown
	5.03.C	Corporate Boundaries – May not go through a lot, Maybe lot line of Center line of street or alley	NA
X	5.03.D	Conform to zone district for width and area.	Complies
X	5.03.E	Corner Lots shall be given front yard setbacks towards all roads, adequate	set setback sheet
X	5.03.F	Restrict Lots from accessing from Arterial streets by covenant	SEE Restriction on Drawings
	5.03.G	Splits - Not applicable to new plat	Requires conformance to Ord 1991-11



Completed  
2004-5

√	Section	Description	Comment
	5.04	General Requirements	
NA	5.04.A	Variances granted by Planning Commission	May grant dimensional, improvement or open space variances due to unusual physical conditions or new planning techniques.
State variance and reasons:			
X	5.04.B	Dedicated Ingress and Egress	Provide MDOT or ICRC letter of approval for entrance design.
X	5.04.C	Adequate water or sewer disposal	If non twp, requires Central Mich Health Dept approval
	5.04.D	Other stipulations	To conform to Subdivision Control act or specifications of the Board.
	<b>201.006</b>	<b>Road and Street Improvements</b>	
	6.01	Installation	
X	6.01.A	Conformance to ICRC or Union Twp Private Road Standards	
NA	6.01.B	Culverts and Bridges	All to be developer installed
X	6.01.C	Sanitary sewer lines	Installed by developer by way of easement
X	6.01.D	Water lines	Installed by developer by way of easement
X	6.01.E	Storm sewer	Approved by Drain Commissioner per Union Township Stormwater Management Ordinance.
X	6.01.F	Utility Easement, 10' per lot	
	6.01.G	Rear lot Storm drainage	Not Provided
X	6.01.H	Sidewalks, optional, meet ADA, developer installed, easements and maintenance by association required	SEE site plan sheet
X	6.01.I	Replacement of all monuments disturbed by developer req w/ permission	Completed
	6.02	Financing	
	6.02.A	Water and Sewer Mains	
NA	a	Deposit for Water Mains	
NA	b	Deposit for Sanitary Sewer	
NA	c	Added Costs – If design requires larger than 8" water or sewer, additional cost by twp	
NA	d	Utilities begun after deposit	
NA	e	Final accounting of funds	
NA	f	Assessment district maybe petitioned for.	
	6.02.B	Pavements and storm drains	
X	a	Under Jurisdiction of County	Per ICRC and Drain Commissioner
NA	b	Under Township jurisdiction	Similar arraignments as for sewers and water mains.

<b>201.008</b>	<b>Variations</b>	
8.01.A	Planning Commission recommends to Twp Board upon finding:	
a	Undue hardship	
b	Requirement is deemed impractical	
8.01.B	Variance desirable to public interest	
8.01.C	Take into account:	
a	Proposed use and existing adjacent uses	
b	Population of subdivision	
c	Effect on traffic in vicinity	
8.01.D	Findings after a Public Hearing	
a	Strict application of Condition is unreasonable or impractical	Developer to submit written request with reasons why requirement cannot be met.
b	Variance will not be detrimental to public health/safety, or injurious to other property in the area	
c	Not violate state subdivision act	
d	Does not nullify intent of this or other ordinances of the township	
8.01.E	Minutes to record findings and actions taken	
8.02	Topographical, physical limitation	
8.03	Planned Unit Development	PUDs may receive variances for:
8.03.A	Consideration	
a	Nature of proposed use and existing uses	
b	Population of PUD	
c	Effect on traffic	
8.03.B	Findings	
a	Constitutes a desirable and stable development	
b	In harmony with surroundings	
<b>COMMENTS</b>		
No VARIANCES Being Requested		

The following applies only to Site Condominiums  
See Union Township Zoning Ordinance 1991-05

√	Section #	Description	Comments
	8.33.A.1	Site plan per Sect 66 of Condo Act	
	8.33.A.3	Documents of review from ICRC, County Drain Commissioner, Health Department if private septic or water, MDNR (MDEQ)	No New Roadways No New DRAINAGE
	8.33.B	Conforms to zoning district lots	Yes
	8.33.D	Submit copy of <b>recorded</b> master deed to Twp Clerk, review for:	YES
✓	•	Township not responsible for maintenance	YES
x	•	Snow removal provided for	EACH SITE TAKES CARE OF ITS OWN
x	•	Access and turn around for Emergency vehicles	NA
x	•	Storm water maintenance	Public in street
x	•	Drain easements & Maintenance	Completed & shown
✓	•	Lawn maintenance	EACH SITE TAKES CARE OF ITS OWN
✓	•	General maintenance of common areas	Signs only & Address in Docs
✓	8.33.E	Provide township clerk with (2) "as-build's drawings	Utility As-Built's Previously Supplied
		Township Engineer to review for compliance prior to issuance of any Building Permit	N.A.
	12.1.F	Site Condominiums subject to site plan review requirements of section 12 in addition to other requirements.	Only items not addressed above are included here in
✓	12.2.B	Corner lots to have building setback lines shown	SEE SETBACK sheet
	12.2.C	Location of all and existing:	
✓	•	Drives	✓ Installed & Approved Previously
✓	•	Signs, location and elevation plan	✓ EXISTING Previously Approved
✓	•	Exterior Lighting	✓ street lights
x	•	Parking areas, including handicapped	✓ NA
✓	12.2.E	Stormwater Management Plan Approval	Approved 2004-5
	12.2.H	If Dumpsters provided, screened	NA Each site Addresses their own
✓	12.2.I	Location and right of way widths of all abutting roads, streets, alleys and easements	ROADS ARE DEDICATED
x	12.2.K	Location sketch, include section number and nearest cross streets	SEE PLAN set
✓	12.2.L	Zoning of all abutting properties	SEE PLAN set
✓	12.2.M	Location height and type of fences and walls	N.A.
✓	12.2..M	Location and description of landscaping	EACH SITE ADDRESSES THEIR OWN

**Property Owners/ Developers --**

CENTRAL DEVELOPMENT GROUP, L.L.C.  
P.O. BOX 976  
MT. PLEASANT, MI 48804-0976

DDD INVESTMENTS, L.L.C.  
1985 ASHLAND DRIVE, SUITE A  
MT. PLEASANT, MI 48858

PLEASANT EQUITIES, LLC  
1970 ASHLAND DRIVE  
MT. PLEASANT, MI 48858

CURRAGHVIEW INVESTMENTS, LLC  
2325 HAWTHORN DRIVE  
MT. PLEASANT, MI 48858

PARKLAND DHS, LLC  
P.O. BOX 976  
MT. PLEASANT, MI 48804-0976

ISABELLA COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. \_\_\_\_\_  
 EXHIBIT "B" TO MASTER DEED OF  
BAMBER OFFICE PARK  
SITE CONDOMINIUM  
 CHARTER TOWNSHIP OF UNION  
 ISABELLA COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS  
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER  
 MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE.  
 WHEN A NUMBER HAS BEEN ASSIGNED TO THIS  
 PROJECT, IT MUST BE PROPERLY SHOWN ON THE  
 TITLE SHEET 1, AND IN THE SURVEYORS CERTIFICATE,  
 ON SHEET 7 OF 16.

**SHEET INDEX:**


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- 2.....DESCRIPTION SHEET 1
- 3..... DESCRIPTION SHEET 2
- 4..... DESCRIPTION SHEET 3
- 5..... DESCRIPTION SHEET 4
- 6..... OVERALL SURVEY SHEET
- 7..... TOWNSHIP SETBACK REQUIREMENT SHEET
- 8..... SITE PLAN SHEET
- 9..... UTILITY SHEET 1
- 10.... UTILITY SHEET 2
- 11... EASEMENT SHEET
- 12... EASEMENT DETAIL SHEET 1
- 13... EASEMENT DETAIL SHEET 2
- 14... EASEMENT DETAIL SHEET 3
- 15... EASEMENT DETAIL SHEET 4
- 16... EASEMENT DETAIL SHEET 5

**DEVELOPERS:**

- CENTRAL DEVELOPMENT GROUP, L.L.C.  
 P.O. BOX 976  
 MT. PLEASANT, MI 48804-0976
  
- DDD INVESTMENTS, L.L.C.  
 1985 ASHLAND DRIVE, SUITE A  
 MT. PLEASANT, MI 48858
  
- PLEASANT EQUITIES, LLC  
 1970 ASHLAND DRIVE  
 MT. PLEASANT, MI 48858
  
- CURRAGHVIEW INVESTMENTS, LLC  
 2325 HAWTHORN DRIVE  
 MT. PLEASANT, MI 48858
  
- PARKLAND DHS, LLC  
 P.O. BOX 976  
 MT. PLEASANT, MI 48804-0976

**SURVEYOR:**

TIMOTHY E BEBEE, PS 39074  
 CENTRAL MICHIGAN SURVEYING &  
 DEVELOPMENT CO., INC.  
 510 W. PICKARD STREET, SUITE C  
 MT. PLEASANT, MI 48858  
 PHONE: (989) 775-0756

COVER SHEET			<b>CMS &amp; D</b> SURVEYING / ENGINEERING <small>510 W. PICKARD STREET, SUITE C          MT. PLEASANT, MICHIGAN 48858          PHONE: (989) 775-0756          FAX: (989) 775-5012          EMAIL: info@cms-d.com</small>			
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>			SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: NTS	JOB NUMBER: 0901-001

# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

## CONDOMINIUM DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T.14 N.-R.4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°-58'-49"W., ON AND ALONG THE SOUTH LINE OF SAID SECTION, 1326.40 FEET; THENCE N.00°-28'-46"W., ON AND ALONG THE WEST 1/8 LINE OF SAID SECTION, 398.54 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 275.48 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ASHLAND DRIVE AND A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 133.00 FEET; THENCE NORTHEASTERLY, ON THE ARC OF SAID CURVE, 56.85 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING N.53°-32'-03"E., 56.42 FEET TO SAID POINT; THENCE N.40°-00'-00"W., 108.63 FEET; THENCE N.00°-00'-00"E., 141.38 FEET; THENCE N.89°-00'-53"E., ON AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 1072.37 FEET; THENCE S.00°-33'-08"E., ON AND ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 166.42 FEET; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 205.00 FEET; THENCE S.00°-33'-08"E., PARALLEL WITH SAID NORTH AND SOUTH 1/4 LINE, 319.00 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 205.00 FEET; THENCE S.00°-33'-08"E., ON AND ALONG SAID NORTH AND SOUTH 1/4 LINE, 171.00 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 16.89 ACRES OF LAND, EXCEPTING THEREFROM THE RIGHTS OF WAY OF PARKLAND DRIVE, HAWTHORN DRIVE AND ASHLAND DRIVE AS DESCRIBED AS A CENTERLINE IN THE QUIT CLAIM DEED RECORDED IN LIBER 1292, PAGES 0135 AND 0136.

## SHARED DETENTION AREA EASEMENT DESCRIPTIONS:

### EASEMENT 1 (SEE SHEET 12 OF 16)


AN EASEMENT IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°-58'-49"W., ON AND ALONG THE SOUTH LINE OF SAID SECTION, 203.60 FEET; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 44.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 169.33 FEET; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 35.00 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 80.00 FEET; THENCE N.66°-36'-00"E., 91.92 FEET; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 20.00 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 20.00 FEET; THENCE S.01°-01'-11"E., PERPENDICULAR TO SAID SOUTH SECTION LINE, 25.00 FEET; THENCE S.48°-08'-27"E., 95.52 FEET; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 85.67 FEET BACK TO THE POINT OF BEGINNING.

### EASEMENT 2 (SEE SHEET 16 OF 16)

AN EASEMENT IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°-58'-49"W., ON AND ALONG THE SOUTH LINE OF SAID SECTION, 747.90 FEET; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 47.69 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 81.27 FEET; THENCE N.21°-36'-49"E., 172.21 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 30.00 FEET; THENCE S.19°-02'-50"E., 167.15 FEET; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 66.73 FEET BACK TO THE POINT OF BEGINNING.

### EASEMENT 3 (SEE SHEET 12 OF 16)

AN EASEMENT IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°-58'-49"W., ON AND ALONG THE SOUTH LINE OF SAID SECTION, 414.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PARKLAND DRIVE; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE AND ALONG SAID EAST RIGHT OF WAY LINE, 201.63 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N.01°-01'-11"W., ON AND ALONG SAID EAST RIGHT OF WAY LINE, 39.00 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 210.96 FEET; THENCE S.00°-33'-08"E., PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 24.00 FEET; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 140.77 FEET; THENCE S.01°-01'-11"E., PERPENDICULAR TO SAID SOUTH SECTION LINE, 15.00 FEET; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 70.00 FEET BACK TO THE POINT OF BEGINNING.

DESCRIPTION SHEET 1			<b>CMS &amp; D</b> SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com			
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>			SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: NTS	JOB NUMBER: 0901-001

# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

SHARED DETENTION AREA EASEMENT DESCRIPTIONS CONTINUED:

EASEMENT 4 (SEE SHEETS 12 OF 16 AND 14 OF 16)

AN EASEMENT IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°-58'-49"W., ON AND ALONG THE SOUTH LINE OF SAID SECTION, 414.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PARKLAND DRIVE; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE AND ALONG SAID EAST RIGHT OF WAY LINE, 309.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 133.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 57.82 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING N.13°-28'-29"W., 57.37 FEET TO SAID POINT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTHWESTERLY ALONG THE ARC OF SAID 133.00 FOOT RADIUS CURVE TO THE LEFT, 28.13 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING N.31°-59'-23"W., 28.08 FEET TO SAID POINT; THENCE N.51°-57'-00"E., 33.32 FEET; THENCE S.89°-52'-34"E., 212.57 FEET; THENCE S.00°-33'-08"E., PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 21.00 FEET; THENCE S.89°-00'-24"W., 137.02 FEET; THENCE S.76°-45'-48"W., 89.64 FEET BACK TO THE POINT OF BEGINNING.

EASEMENT 5 (SEE SHEET 14 OF 16)


AN EASEMENT IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N.00°-33'-08"W., ON AND ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 646.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.89°-00'-53"W., PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 600.00 FEET; THENCE S.40°-29'-27"E., 33.07 FEET; THENCE S.01°-01'-11"E., PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION, 180.00 FEET; THENCE S.88°-58'-49"W., PARALLEL WITH THE SOUTH LINE OF SAID SECTION AND ON THE NORTH RIGHT-OF-WAY LINE OF HAWTHORN DRIVE, 40.00 FEET; THENCE N01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 214.80 FEET; THENCE N.89°-00'-53"E., ON AND ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 662.00 FEET; THENCE S.00°-33'-08"E., ON AND ALONG SAID NORTH AND SOUTH 1/4 LINE, 10.00 FEET BACK TO THE POINT OF BEGINNING.

EASEMENT 6 (SEE SHEET 14 OF 16)

AN EASEMENT IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N.00°-33'-08"W., ON AND ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 656.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.89°-00'-53"W., ON AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 662.00 FEET; THENCE N01°-01'-11"W., PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION, 60.00 FEET; THENCE N.89°-00'-53"E., PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 662.49 FEET; THENCE S.00°-33'-04"E., ON AND ALONG SAID NORTH AND SOUTH 1/4 LINE, 60.00 FEET BACK TO THE POINT OF BEGINNING.

EASEMENT 5 & 6 COMBINED (SEE SHEET 14 OF 16)

AN EASEMENT IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N.00°-33'-08"W., ON AND ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 646.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.89°-00'-53"W., PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 600.00 FEET; THENCE S.40°-29'-27"W., 33.07 FEET; THENCE S.01°-01'-11"E., PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION, 180.00 FEET; THENCE S.88°-58'-49"W., PARALLEL WITH THE SOUTH LINE OF SAID SECTION AND ON THE NORTH RIGHT-OF-WAY LINE OF HAWTHORN DRIVE, 40.00 FEET; THENCE N01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 274.80 FEET; THENCE N.89°-00'-53"E., PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 662.49 FEET; THENCE S.00°-33'-08"E., ON AND ALONG SAID NORTH AND SOUTH 1/4 LINE, 70.00 FEET BACK TO THE POINT OF BEGINNING.

DESCRIPTION SHEET 2			<b>CMS &amp; D</b> SURVEYING / ENGINEERING <small>510 W. PICKARD STREET, SUITE C                  MT. PLEASANT, MICHIGAN 48858                  PHONE: (989) 775-0756                  FAX: (989) 775-5012                  EMAIL: info@cms-d.com</small>		
<b>BAMBER OFFICE PARK                  SITE CONDOMINIUM</b>					
SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: NTS	JOB NUMBER: 0901-001	SHEET NUMBER 3 OF 16	

# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

EASEMENT DESCRIPTIONS:

SIGNAGE EASEMENT (EASEMENT 7) (SEE SHEET 12 OF 16)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T.14 N.- R.4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: TO FIX THE POINT OF BEGINNING COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE S.88°-58'-49"W., ON THE SOUTH LINE OF SAID SECTION, 414.00 FEET; THENCE N.01°-01'-11"W., PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION, 65.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PARKLAND DRIVE; THENCE CONTINUING N.01°-01'-11"W., ON AND ALONG SAID RIGHT-OF-WAY, 20.00 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 30.00 FEET; THENCE S.01°-01'-11"E., PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION, 20.00 FEET; THENCE S.88°-58'-49"W., PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 30.00 FEET BACK TO THE POINT OF BEGINNING.

SIGNAGE EASEMENT (EASEMENT 8) (SEE SHEET 16 OF 16)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T.14 N.- R.4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: TO FIX THE POINT OF BEGINNING COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE S.88°-58'-49"W., ON THE SOUTH LINE OF SAID SECTION, 1035.80 FEET; THENCE N.01°-01'-11"W., PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION, 53.00 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH THE SOUTH LINE OF SAID SECTION, BEING ON AND ALONG THE NORTH LINE OF A 20.00 FOOT SANITARY SEWER EASEMENT, 15.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N.01°-01'-11"W., ON AND ALONG THE EAST LINE OF A 15.00 FOOT PRIVATE UTILITY EASEMENT, 28.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 102.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 1.12 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING N.00°-42'-18"E., 1.12 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 19.99 FEET; THENCE S.01°-01'-11"E., PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION, 30.00 FEET; THENCE S.88°-58'-49"W., ON AND ALONG THE NORTH LINE OF SAID SANITARY SEWER EASEMENT, 20.00 FEET BACK TO THE POINT OF BEGINNING.

ICDC ACCESS & INSPECTION EASEMENT (EASEMENT 9) (SEE SHEET 12 OF 16)


A STRIP OF LAND OVER AND ACROSS THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T.14 N. - R.4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, SAID STRIP BEING 10.00 EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°-58'-49"W., ON THE SOUTH LINE OF SAID SECTION, 150.39 FEET; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 33.00 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE N.46°-08'-24"W., 76.00 FEET TO THE POINT OF ENDING OF THIS CENTERLINE DESCRIPTION, SAID SIDE LINES ARE TO BE EXTENDED OR SHORTENED TO MEET AT THEIR RESPECTIVE INTERSECTIONS.

ICDC ACCESS & INSPECTION EASEMENT (EASEMENT 10) (SEE SHEET 12 OF 16)

A STRIP OF LAND OVER AND ACROSS THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T.14 N. - R.4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, SAID STRIP BEING 10.00 EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°-58'-49"W., ON THE SOUTH LINE OF SAID SECTION, 150.39 FEET; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 33.00 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE N.46°-08'-24"W., 76.00 FEET TO THE POINT OF ENDING OF THIS CENTERLINE DESCRIPTION, SAID SIDE LINES ARE TO BE EXTENDED OR SHORTENED TO MEET AT THEIR RESPECTIVE INTERSECTIONS.

ICDC ACCESS & INSPECTION EASEMENT (EASEMENT 11) (SEE SHEET 15 OF 16)

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T.14 N.- R.4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, DESCRIBED AS: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE S.88°-58'-49"W., ON THE SOUTH LINE OF SAID SECTION, 1326.40 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N.00°-28'-46"W., ON THE WEST 1/8 LINE OF SAID SECTION, 398.54 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 220.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N.01°-01'-11"W., PERPENDICULAR TO SAID SOUTH SECTION LINE, 32.72 FEET; THENCE N.89°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 100.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HAWTHORN DRIVE AND TO A POINT ON A 133.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY ON THE ARC OF SAID 133.00 FOOT RADIUS CURVE TO THE LEFT, BEING THE NORTHERLY RIGHT-OF-WAY LINE OF HAWTHORN DRIVE, 56.85 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING S.53°-32'-03"W., 56.42 FEET TO SAID POINT; THENCE S.88°-58'-49"W., PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 55.00 FEET BACK TO THE POINT OF BEGINNING.

DESCRIPTION SHEET 3			<b>CMS &amp; D</b> SURVEYING / ENGINEERING <small>510 W. PICKARD STREET, SUITE C                  MT. PLEASANT, MICHIGAN 48858                  PHONE: (989) 775-0756                  FAX: (989) 775-5012                  EMAIL: info@cms-d.com</small>	
<b>BAMBER OFFICE PARK                  SITE CONDOMINIUM</b>			SUBMITTAL: 12-6-13	DRAWN BY: WRE
		JOB NUMBER: 0901-001	SHEET NUMBER: 4 OF 16	



# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W

CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

## EASEMENT DESCRIPTIONS:

### ICDC ACCESS & INSPECTION EASEMENT (EASEMENT 12) (SEE SHEET 16 OF 16)

A STRIP OF LAND OVER AND ACROSS THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T.14 N. - R.4 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, SAID STRIP BEING 10.00 EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S.88°-58'-49"W., ON THE SOUTH LINE OF SAID SECTION, 480.00 FEET; THENCE N.01°-01'11"W., ON THE WESTERLY RIGHT-OF-WAY LINE OF PARKLAND DRIVE, 51.99 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 267.90 FEET; THENCE N.01°-01'-11"W, PERPENDICULAR TO SAID SOUTH SECTION LINE, 70.00 FEET TO THE POINT OF ENDING OF THIS CENTERLINE DESCRIPTION, SAID SIDE LINES ARE TO BE EXTENDED OR SHORTENED TO MEET AT THEIR RESPECTIVE INTERSECTIONS.

### INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENT #13


AN EASEMENT IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N.00°-33'-08"W., ON AND ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, 490.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.88°-58'-49"W., PARALLEL WITH SAID SOUTH SECTION LINE, 205.00 FEET; THENCE N.00°-33'-08"W., PARALLEL WITH SAID NORTH-SOUTH 1/4 LINE, 55.00 FEET; THENCE N.88°-58'-49"E., PARALLEL WITH SAID SOUTH SECTION LINE, 205.00 FEET; THENCE S.00°-33'-08"E., ON AND ALONG SAID NORTH-SOUTH 1/4 LINE, 55.00 FEET BACK TO THE POINT OF BEGINNING.

### CENTERLINE SANITARY SEWER EASEMENT (EASEMENT 14) (SEE SHEET 11 OF 16)

A STRIP OF LAND OVER AND ACROSS THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, SAID STRIP BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N00°-33'-08"W, ON AND ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 1312.85 FEET; THENCE S89°-02'-57"W, ON AND ALONG THE SOUTH 1/8 LINE OF SAID SECTION, 942.93 FEET, THENCE S00°-33'-10"E, 177.56 FEET; THENCE S07°-48'-03"E, 765.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S05°-36'-32"E, 175.91 FEET; THENCE S02°-41'-52"E, 69.21 FEET TO THE POINT OF ENDING, SAID SIDE LINES ARE TO BE EXTENDED OR SHORTENED TO MEET AT THEIR RESPECTIVE INTERSECTIONS.

### CENTERLINE STORM SEWER EASEMENT (EASEMENT 15) (SEE SHEET 14 OF 16)

A STRIP OF LAND OVER AND ACROSS THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N-R4W, UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, SAID STRIP BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N00°-33'-08"W, ON AND ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 656.42 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE S89°-00'-53"W, ON AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 442.62 FEET; THENCE S09°-26'-46"W, 246.76 FEET TO THE POINT OF ENDING OF THIS CENTERLINE DESCRIPTION, SAID SIDE LINES ARE TO BE EXTENDED OR SHORTENED TO MEET AT THEIR RESPECTIVE INTERSECTIONS.

DESCRIPTION SHEET 4			<b>CMS &amp; D</b> SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com			
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>			SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: NTS	JOB NUMBER: 0901-001

# BAMBER OFFICE PARK SITE CONDOMINIUM

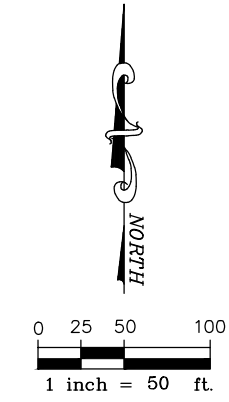
PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4

SECTION 9, T14N-R4W

CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

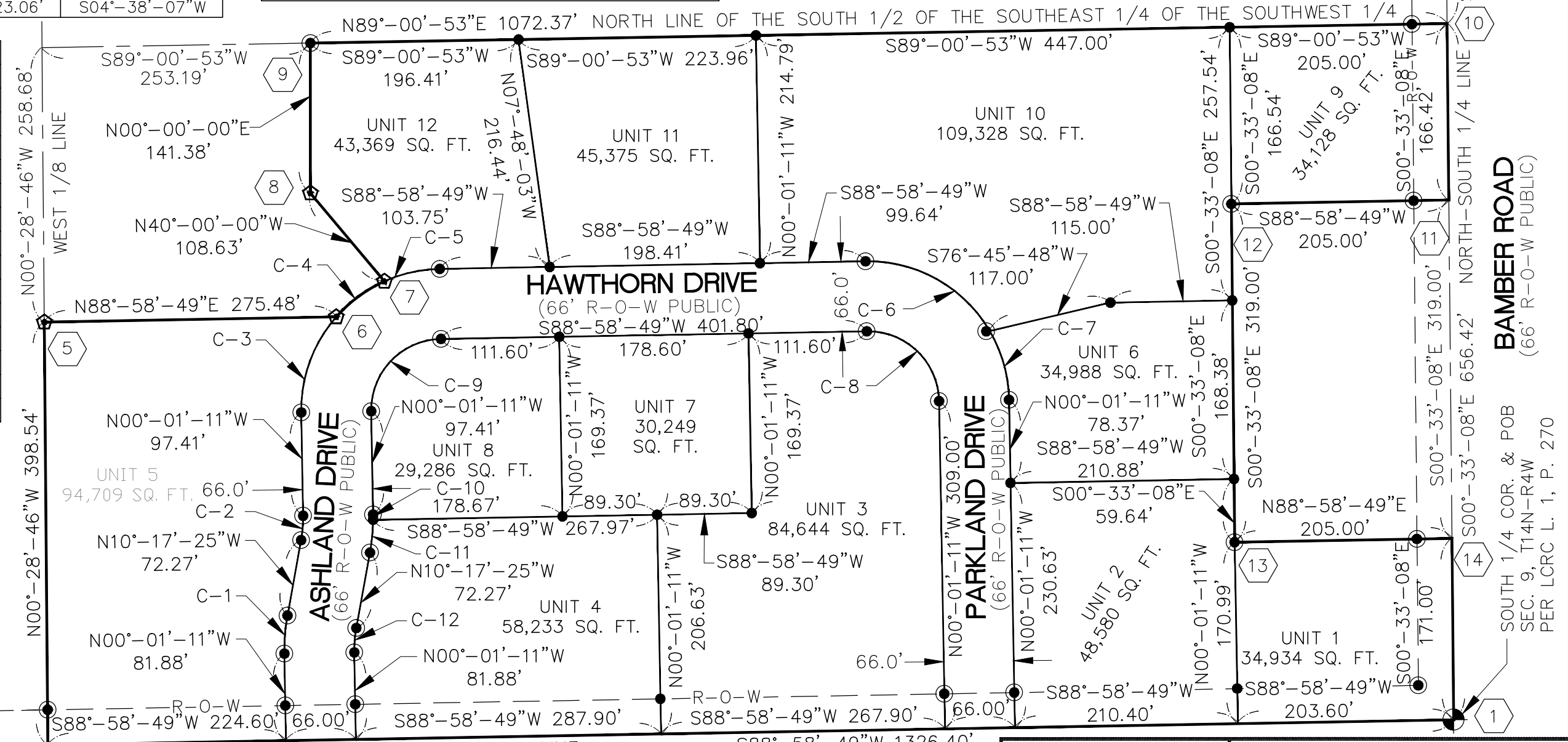
**LEGEND**

- COORDINATE LABEL (SEE COORDINATE TABLE)
- FOUND 1/2" STEEL ROD 36" IN LENGTH COMPLETELY ENCASED IN CONCRETE
- SET 1/2" STEEL ROD 36" IN LENGTH COMPLETELY ENCASED IN CONCRETE
- 1/2 INCH IRON RE-BAR 18 INCHES IN LENGTH
- C-1 - CURVE NUMBER (SEE CURVE TABLE)



CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD	CHORD BEARING
C-1	36.12'	183.00'	36.06'	N04°-38'-07"E
C-2	23.10'	117.00'	23.06'	N04°-38'-07"E
C-3	98.21'	133.00'	95.99'	N20°-08'-03"E
C-4	56.85'	133.00'	56.42'	N53°-32'-03"E
C-5	53.85'	133.00'	53.49'	N77°-22'-48"E
C-6	140.74'	133.00'	134.27'	S60°-42'-16"E
C-7	68.17'	133.00'	67.43'	S15°-42'-16"E
C-8	105.24'	67.00'	94.75'	N46°-01'-11"W
C-9	105.24'	67.00'	94.75'	S43°-58'-49"W
C-10	4.95'	183.00'	4.95'	S00°-14'-41"E
C-11	31.17'	183.00'	31.13'	S05°-24'-37"W
C-12	23.10'	117.00'	23.06'	S04°-38'-07"W

COORDINATE TABLE		
POINT #	NORTHING	EASTING
1	16885.9746	15045.5269
2	16838.7611	12393.1450
3	19511.5491	15020.2260
4	16862.3679	13719.3350
5	17260.8963	13715.9992
6	17265.7992	13991.4377
7	17299.3320	14036.8112
8	17382.5459	13966.9865
9	17523.9258	13966.9865
10	17542.3656	15039.2003
11	17375.9519	15040.8053
12	17372.3033	14835.8378
13	17053.3182	14838.9116
14	17056.9667	15043.8792



SOUTHWEST COR.  
SEC. 9, T14N-R4W  
PER LCRC L. 2, P. 305

INTERIOR 1/4 COR.  
SEC. 9, T14N-R4W  
PER LCRC L. 4, P. 63

**BAMBER ROAD**  
(66' R-O-W PUBLIC)







SOUTH 1/4 COR. & POB  
SEC. 9, T14N-R4W  
PER LCRC L. 1, P. 270

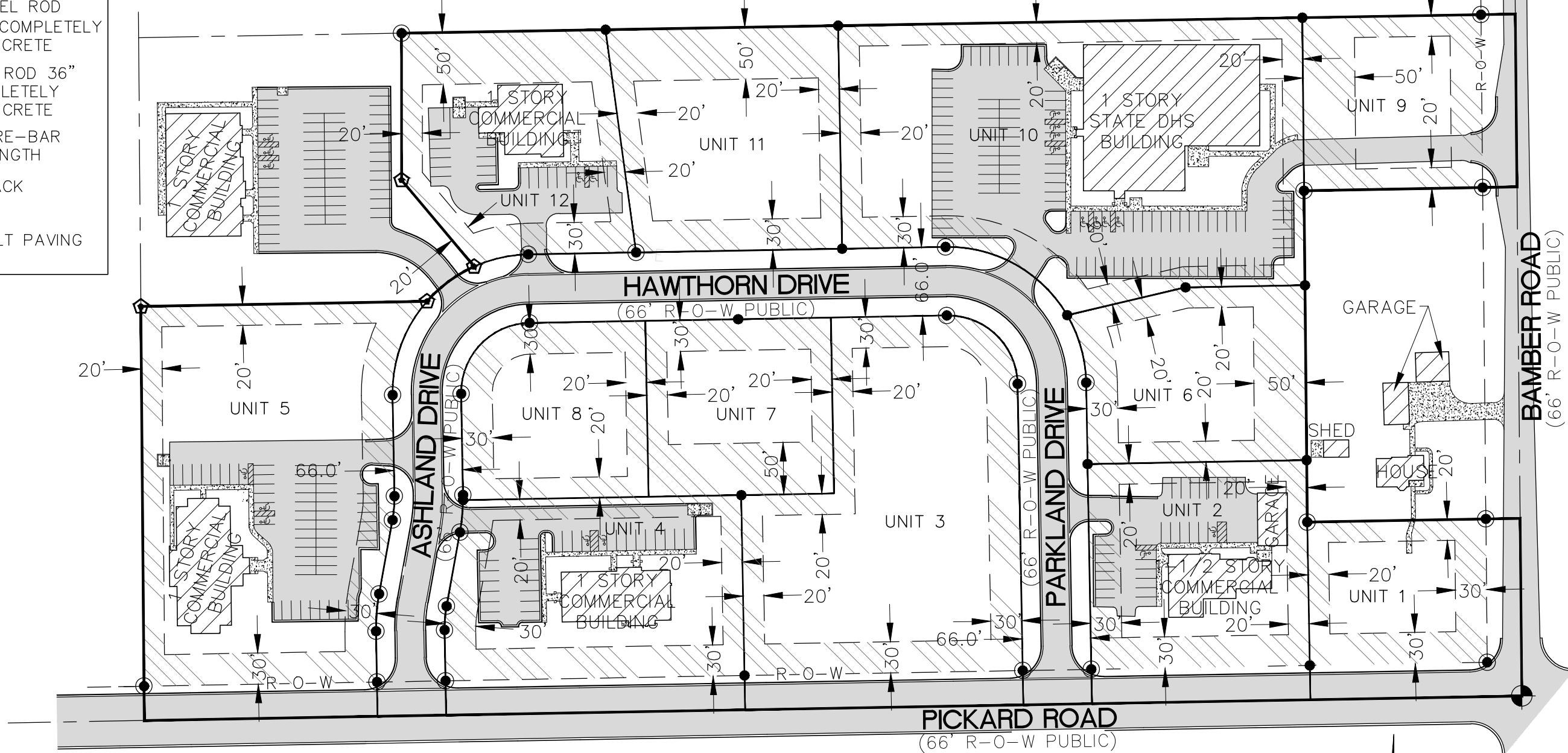
OVERALL SURVEY SHEET			<b>CMS &amp; D</b>	
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>			SURVEYING / ENGINEERING	
510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com				
SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: 1" = 50'	JOB NUMBER: 0901-001	SHEET NUMBER: 6 OF 16

# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

**LEGEND**

-  - COORDINATE LABEL (SEE COORDINATE TABLE)
-  - FOUND 1/2" STEEL ROD 36" IN LENGTH COMPLETELY ENCASED IN CONCRETE
-  - SET 1/2" STEEL ROD 36" IN LENGTH COMPLETELY ENCASED IN CONCRETE
-  - 1/2 INCH IRON RE-BAR 18 INCHES IN LENGTH
-  - TOWNSHIP SETBACK REQUIREMENTS
-  - EXISTING ASPHALT PAVING




## SURVEYOR'S CERTIFICATE








I, TIMOTHY E BEBEE, REGISTERED LAND SURVEYOR (PROFESSIONAL SURVEYOR) OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS BAMBER OFFICE PARK SITE CONDOMINIUM PLAN NO. \_\_\_\_\_, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

TIMOTHY E BEBEE  
REGISTERED LAND SURVEYOR (PROFESSIONAL SURVEYOR) REGISTRATION NO. 39074  
CENTRAL MICHIGAN SURVEYING & DEVELOPMENT CO., INC.  
510 W. PICKARD STREET, SUITE C, MT. PLEASANT, MICHIGAN 48858

DATE \_\_\_\_\_




TOWNSHIP SETBACK REQUIREMENT SHEET			<b>CMS &amp; D</b>		
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>			SURVEYING / ENGINEERING		
510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com					
SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: NTS	JOB NUMBER: 0901-001	SHEET NUMBER 7 of 16	

**LEGEND**

-  - COORDINATE LABEL (SEE COORDINATE TABLE)
-  - FOUND 1/2" STEEL ROD 36" IN LENGTH COMPLETELY ENCASED IN CONCRETE
-  - SET 1/2" STEEL ROD 36" IN LENGTH COMPLETELY ENCASED IN CONCRETE
-  - 1/2 INCH IRON RE-BAR 18 INCHES IN LENGTH
-  - LIMITED COMMON ELEMENTS
-  - GENERAL COMMON ELEMENTS
-  - EXISTING ASPHALT PAVING

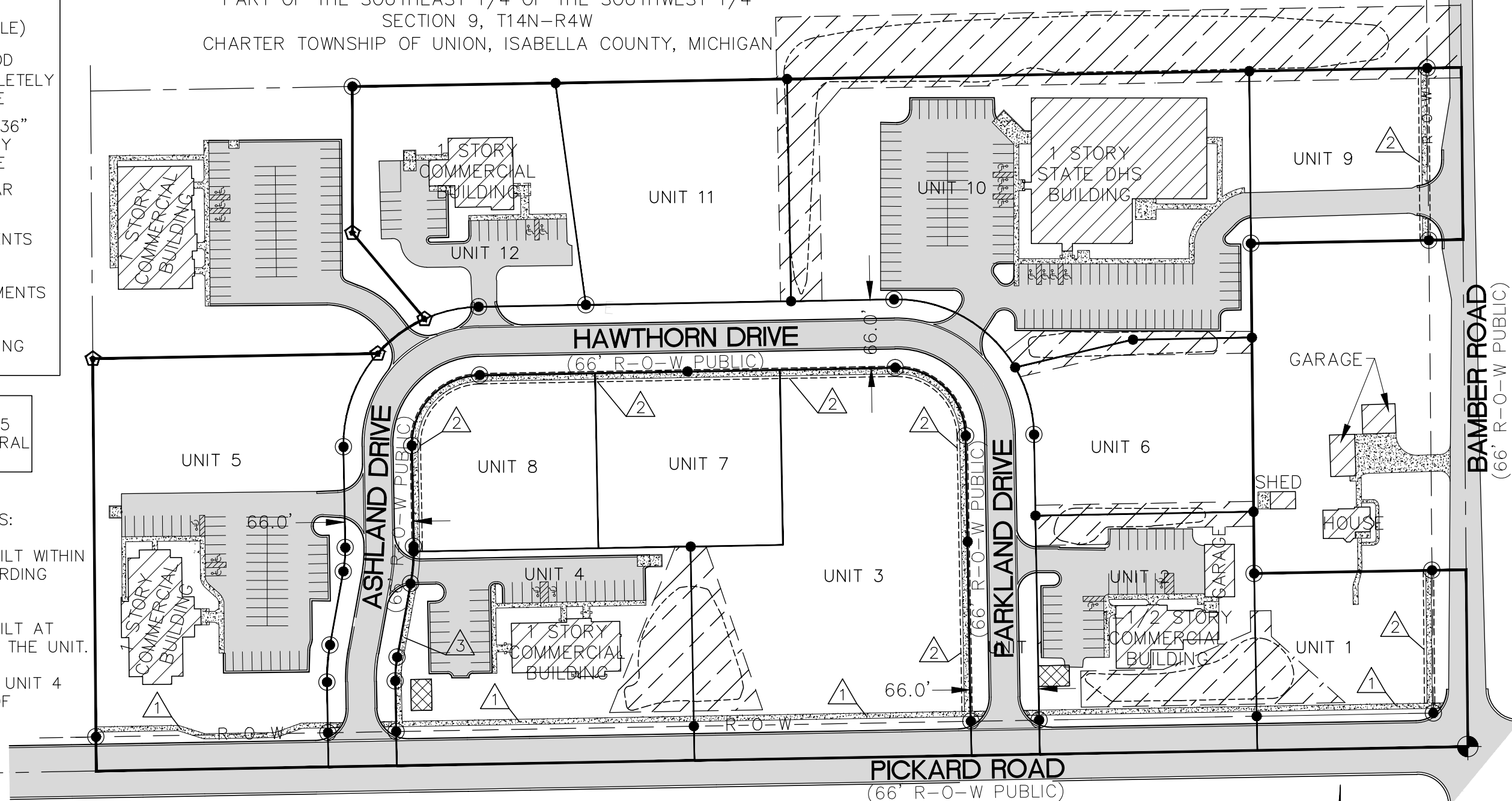
NOTE:  
SEE EASEMENT DETAIL SHEETS 1-5  
FOR ENLARGED LIMITED AND GENERAL  
COMMON AREA DETAILS.

**SIDEWALK CONSTRUCTION NOTES:**

-  SIDEWALKS WHICH MUST BE BUILT WITHIN ONE CALENDAR YEAR OF RECORDING OF THE MASTER DEED.
-  SIDEWALKS WHICH MUST BE BUILT AT THE TIME OF DEVELOPMENT OF THE UNIT.
-  SIDEWALKS OVER AND ACROSS UNIT 4 MUST BE BUILT AT THE TIME OF DEVELOPMENT OF UNIT 8.

**BAMBER OFFICE PARK SITE CONDOMINIUM**

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

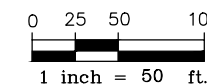


**SURVEYOR'S CERTIFICATE**

I, TIMOTHY E BEBEE, REGISTERED LAND SURVEYOR (PROFESSIONAL SURVEYOR) OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS BAMBER OFFICE PARK SITE CONDOMINIUM PLAN NO. \_\_\_\_\_, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

TIMOTHY E BEBEE  
REGISTERED LAND SURVEYOR (PROFESSIONAL SURVEYOR) REGISTRATION NO. 39074  
CENTRAL MICHIGAN SURVEYING & DEVELOPMENT CO., INC.  
510 W. PICKARD STREET, SUITE C, MT. PLEASANT, MICHIGAN 48858

DATE



SITE PLAN SHEET

**BAMBER OFFICE PARK  
SITE CONDOMINIUM**

SUBMITTAL:  
12-6-13

DRAWN BY:  
WRE

SCALE:  
NTS

JOB NUMBER:  
0901-001

SHEET NUMBER  
8 of 16



**CMS & D**

SURVEYING / ENGINEERING

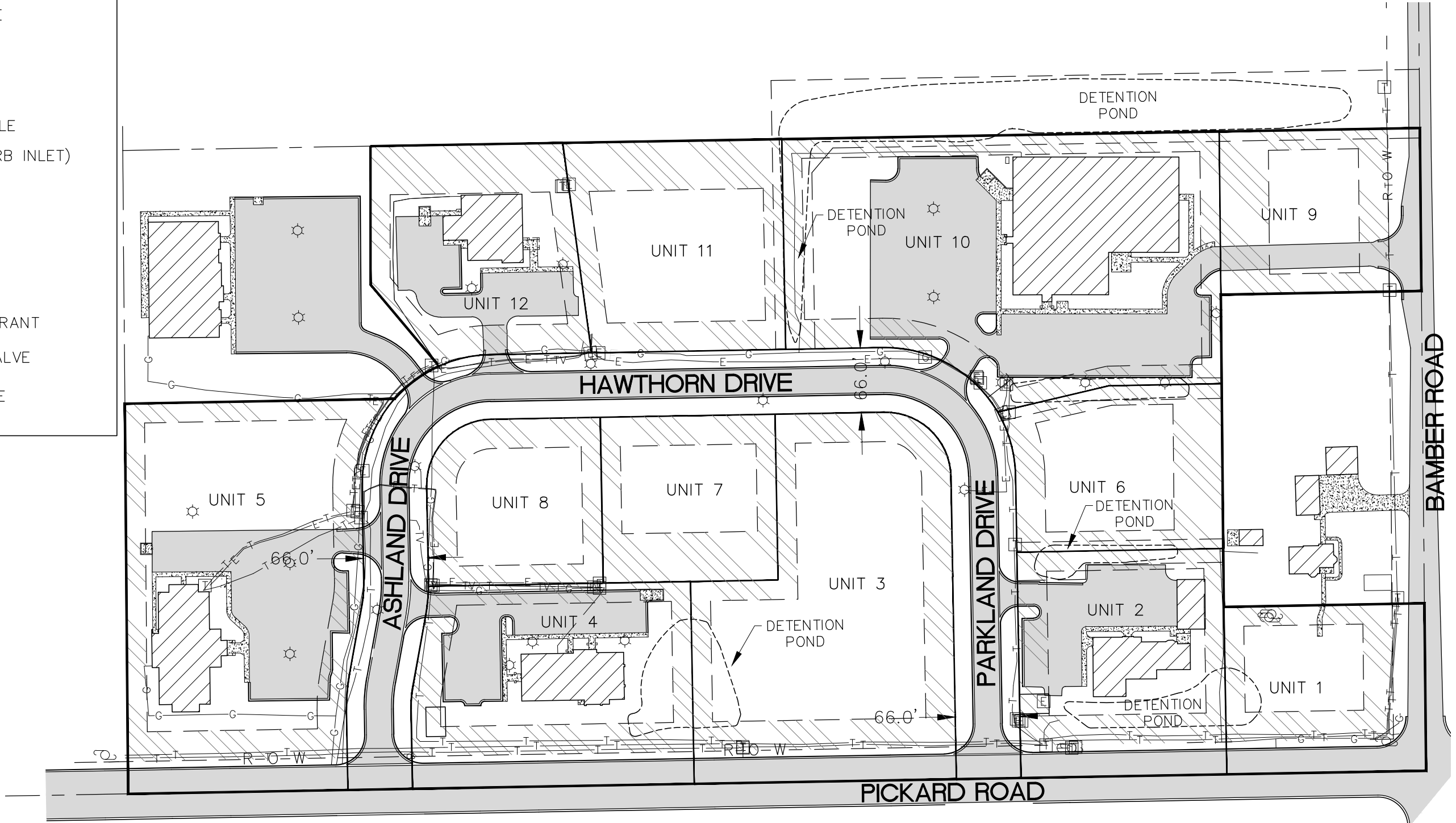
510 W. PICKARD STREET, SUITE C  
MT. PLEASANT, MICHIGAN 48858  
PHONE: (989) 775-0756  
FAX: (989) 775-5012  
EMAIL: info@cms-d.com

# BAMBER OFFICE PARK SITE CONDOMINIUM


PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

**LEGEND**

—T—	— UNDERGROUND TELEPHONE LINE
—G—	— UNDERGROUND GAS LINE
-OHE-	— OVERHEAD ELECTRIC LINE
—TV—	— UNDERGROUND CABLE TV
-SAN-	— SANITARY SEWER LINE
-STM-	— STORM SEWER LINE
☼	— LIGHT POLE
⊙	— UTILITY POLE
⊙	— CLEAN OUT
⊙	— SANITARY MAN HOLE
▒	— CATCH BASIN (CURB INLET)
▨	— TELEPHONE RISER
T	— TELEPHONE RISER
E	— ELECTRICAL BOX
TV	— CABLE TV RISER
☼	— EXISTING FIRE HYDRANT
WSV	— WATER SERVICE VALVE
WV	— WATER GATE VALVE
□	— 4x4 POST



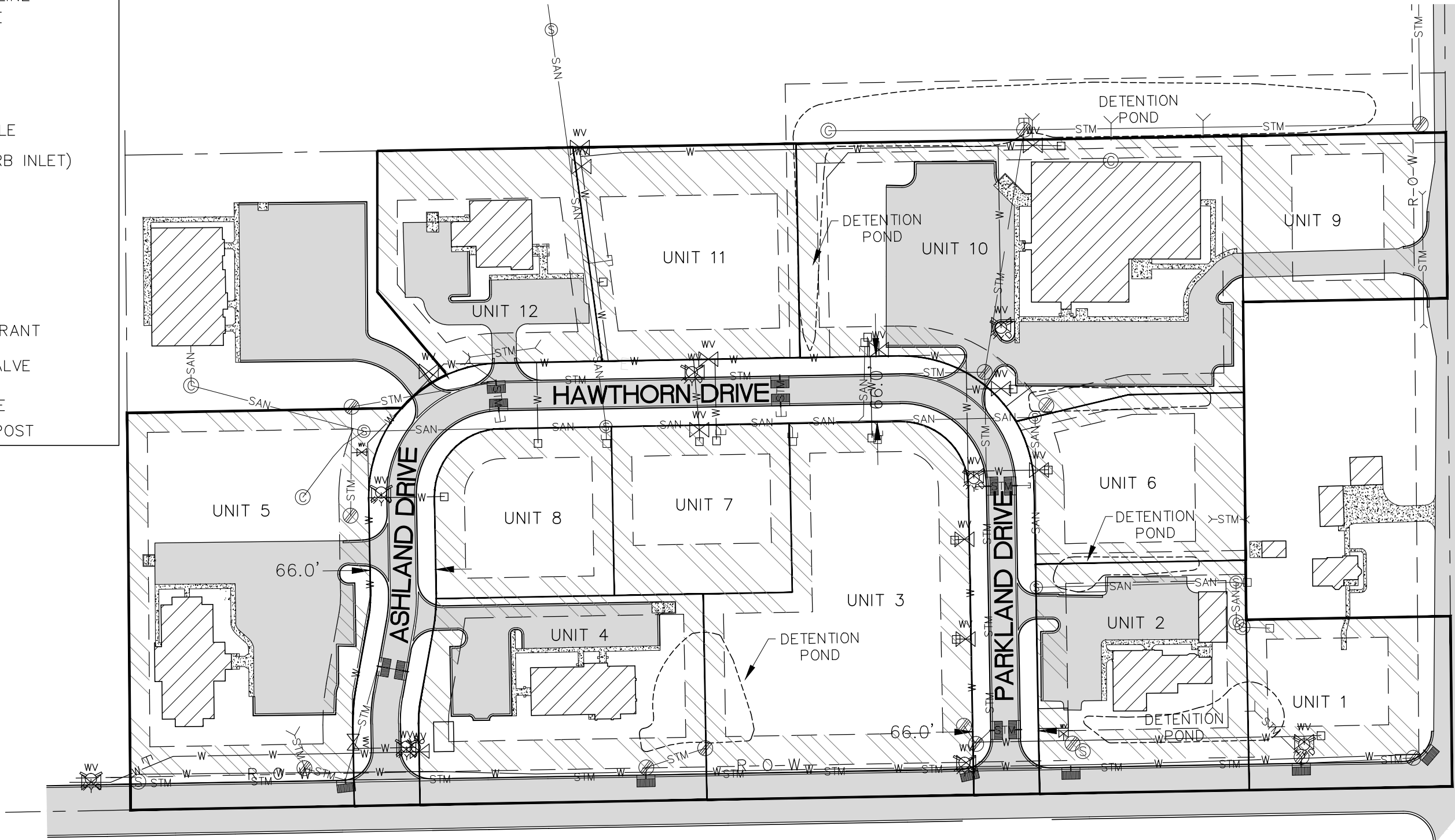
NOTE:  
GAS LINE, ELECTRIC LINE AND TELEPHONE  
LINE LOCATIONS ARE PER MISS DIG FLAGGED  
LOCATIONS. ACTUAL LOCATIONS MAY DIFFER  
FROM AS SHOWN ON THIS DRAWING.


UTILITY SHEET 1 GAS, ELECTRIC & TELEPHONE			<b>CMS &amp; D</b> SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com			
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>			SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: 1" = 50'	JOB NUMBER: 0901-001

# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

- LEGEND**
- T— — UNDERGROUND TELEPHONE LINE
  - G— — UNDERGROUND GAS LINE
  - OHE— — OVERHEAD ELECTRIC LINE
  - TV— — UNDERGROUND CABLE TV
  - SAN— — SANITARY SEWER LINE
  - STM— — STORM SEWER LINE
  - ☉ — LIGHT POLE
  - ⊕ — UTILITY POLE
  - ⊙ — CLEAN OUT
  - ⊙ — SANITARY MAN HOLE
  - ▣ — CATCH BASIN (CURB INLET)
  - ⊘ — TELEPHONE RISER
  - ⊘ — TELEPHONE RISER
  - ⊘ — ELECTRICAL BOX
  - ⊘ — CABLE TV RISER
  - ☼ — EXISTING FIRE HYDRANT
  - ⊕ — WATER SERVICE VALVE
  - ⊕ — WATER GATE VALVE
  - — 4x4 WOLMANIZED POST



UTILITY SHEET 2 WATER, SANITARY & STORM SEWER			<b>CMS &amp; D</b> SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com		
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>					
SUBMITTAL:	DRAWN BY:	SCALE:	JOB NUMBER:	SHEET NUMBER:	
12-6-13	WRE	1" = 50'	0901-001	10 of 16	

# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

S89°-02'-57"W 942.93'

SOUTH 1/8 LINE

S00°-33'-10"E  
177.56'  
20' SANITARY  
SEWER EASEMENT

S07°-48'-03"E  
765.74'

N00°-59'-07"E 35.00'  
P.O.B. WATER MAIN  
EASEMENT (L. 1328, P. 11-13)  
AND REFERENCE POINT A

20' WATERMAIN  
EASEMENT

NORTH LINE OF THE SOUTH 1/2 OF THE  
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4

R-O-W

N07°-48'-03"W  
216.44'  
UNIT 12

UNIT 11

UNIT 10

UNIT 9

10' PRIVATE/PUBLIC  
SIDEWALK EASEMENT

N43°-58'-49"E  
110.01'  
20' SANITARY  
SEWER EASEMENT  
PER LIBER 1328, P. 0009

N88°-58'-49"E  
89.53'  
REFERENCE  
POINT D

20' WATERMAIN  
EASEMENT  
L. 1328, P. 11-13

S23°-49'-07"E 62.00'  
S01°-01'-11"E 33.00'  
N88°-58'-49"E 45.00'  
S01°-01'-11"E 85.00'

165.01'  
N88°-58'-49"E

HAWTHORN DRIVE

REFERENCE  
POINT E  
66' PUBLIC R-O-W PER LIBER 1292, PAGES 0135-0136

N01°-01'-11"W  
55.21'  
REFERENCE  
POINT B

N01°-01'-11"W  
97.41'

UNIT 5

20' WATERMAIN  
EASEMENT  
L. 1328, P. 11-13

N10°-13'-49"E  
102.52'  
10' PRIVATE/PUBLIC  
SIDEWALK EASEMENT

10' PRIVATE/PUBLIC  
SIDEWALK EASEMENT

N67°-30'-00"E  
46.60'

SOUTHWEST COR.  
SEC. 9, T14N-R4W

S88°-58'-49"W 1326.40'

P.O.B. WATERMAIN  
EASEMENT  
L. 1328, P. 11-13

N01°-01'-11"W  
63.04'

N88°-58'-49"E  
180.90'

REFERENCE  
POINT A  
N00°-28'-46"W  
35.94'

N88°-58'-49"E  
86.00'

UNIT 4

SOUTH SECTION LINE

20' WATERMAIN  
EASEMENT  
L. 1328, P. 11-13

PICKARD ROAD  
(66' R-O-W PUBLIC)

S02°-41'-52"E  
69.21'

N88°-58'-49"E  
86.00'

10' PRIVATE/PUBLIC  
SIDEWALK EASEMENT

20' SANITARY SEWER EASEMENT  
EASEMENT #14

UNIT 8

P.O.B. EASEMENT 14

10' PRIVATE/PUBLIC  
SIDEWALK EASEMENT

20' WATERMAIN  
EASEMENT  
L. 1328, P. 11-13

UNIT 7

S05°-36'-32"E  
175.91'

10' PRIVATE/PUBLIC  
SIDEWALK EASEMENT

20' SANITARY SEWER EASEMENT  
PER LIBER 1328,  
P. 0009

REFERENCE  
POINT F

S01°-01'-11"E  
86.00'

UNIT 6

N88°-58'-49"E  
91.00'

UNIT 3

20' WATERMAIN EASEMENT  
L. 1328, P. 11-13

10' PRIVATE/PUBLIC  
SIDEWALK EASEMENT

UNIT 2

20' SANITARY SEWER EASEMENT  
PER LIBER 1328,  
PAGE 0009

UNIT 1

N88°-58'-49"E  
30.00'

REFERENCE  
POINT G

N88°-58'-49"E 331.43'

R-O-W

S00°-33'-08"E  
25.00'

20' WATERMAIN  
EASEMENT  
L. 1328, P. 11-13

33'

S88°-58'-49"W 1326.40'

33'

S01°-01'-11"E 271.00'

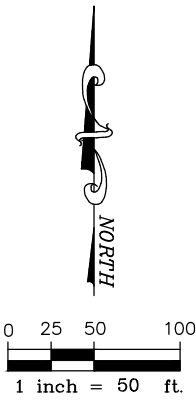
PARKLAND DRIVE  
66' PUBLIC R-O-W PER  
LIBER 1292, PAGES 0135-0136

NORTH-SOUTH 1/4 LINE  
N00°-33'-08"W 1312.85'

33'

SOUTH 1/4 COR.  
SEC. 9, T14N-R4W

BAMBER ROAD  
(66' R-O-W PUBLIC)



WEST 1/8 LINE

NORTH-SOUTH 1/4 LINE

R-O-W

R-O-W

R-O-W

R-O-W

R-O-W

R-O-W

R-O-W

R-O-W

EASEMENT SHEET

**BAMBER OFFICE PARK  
SITE CONDOMINIUM**

SUBMITTAL:  
12-6-13

DRAWN BY:  
WRE

SCALE:  
1" = 50'

JOB NUMBER:  
0901-001

SHEET NUMBER:  
11 OF 16



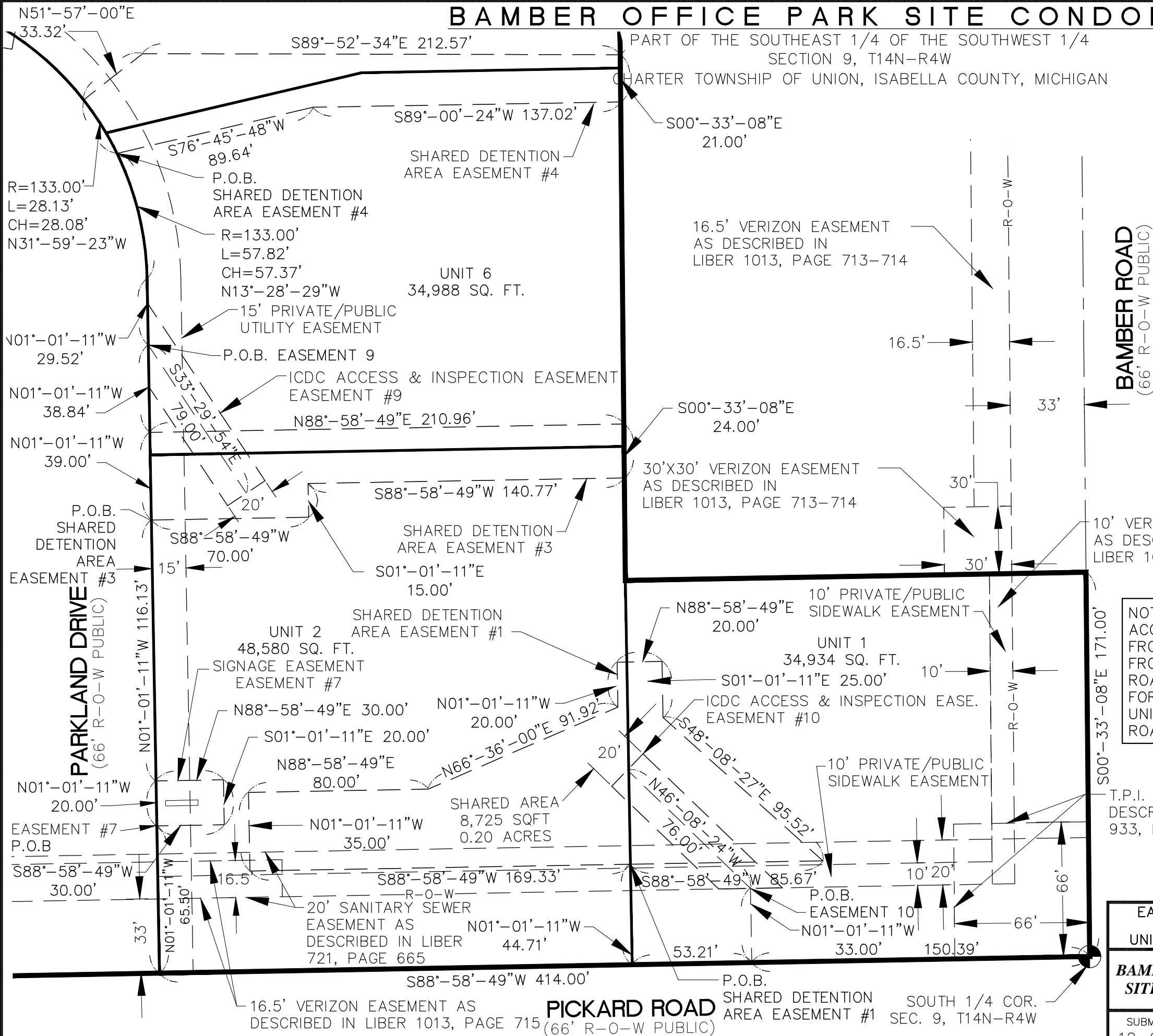
**CMS & D**

SURVEYING / ENGINEERING

510 W. PICKARD STREET, SUITE C  
MT. PLEASANT, MICHIGAN 48858  
PHONE: (989) 775-0756  
FAX: (989) 775-5012  
EMAIL: info@cms-d.com

# BAMBER OFFICE PARK SITE CONDOMINIUM


PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN



**BAMBER ROAD**  
(66' R-O-W PUBLIC)

**NOTE:**  
ACCESS FOR UNITS 1 AND 2 SHALL NOT BE ALLOWED FROM PICKARD ROAD ACCESS WILL ONLY BE ALLOWED FROM PARKLAND DRIVE FOR UNIT 2 AND FROM BAMBER ROAD FOR UNIT 1. ADDITIONALLY THE ACCESS POINT FOR UNIT 1 WILL BE IN THE NORTHEAST CORNER OF UNIT 1 AS FAR FROM THE INTERSECTION OF BAMBER ROAD AND PICKARD ROAD AS POSSIBLE.

T.P.I. EASEMENT AS DESCRIBED IN LIBER 933, PAGE 754

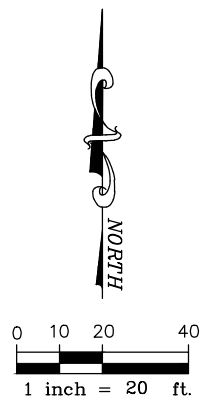
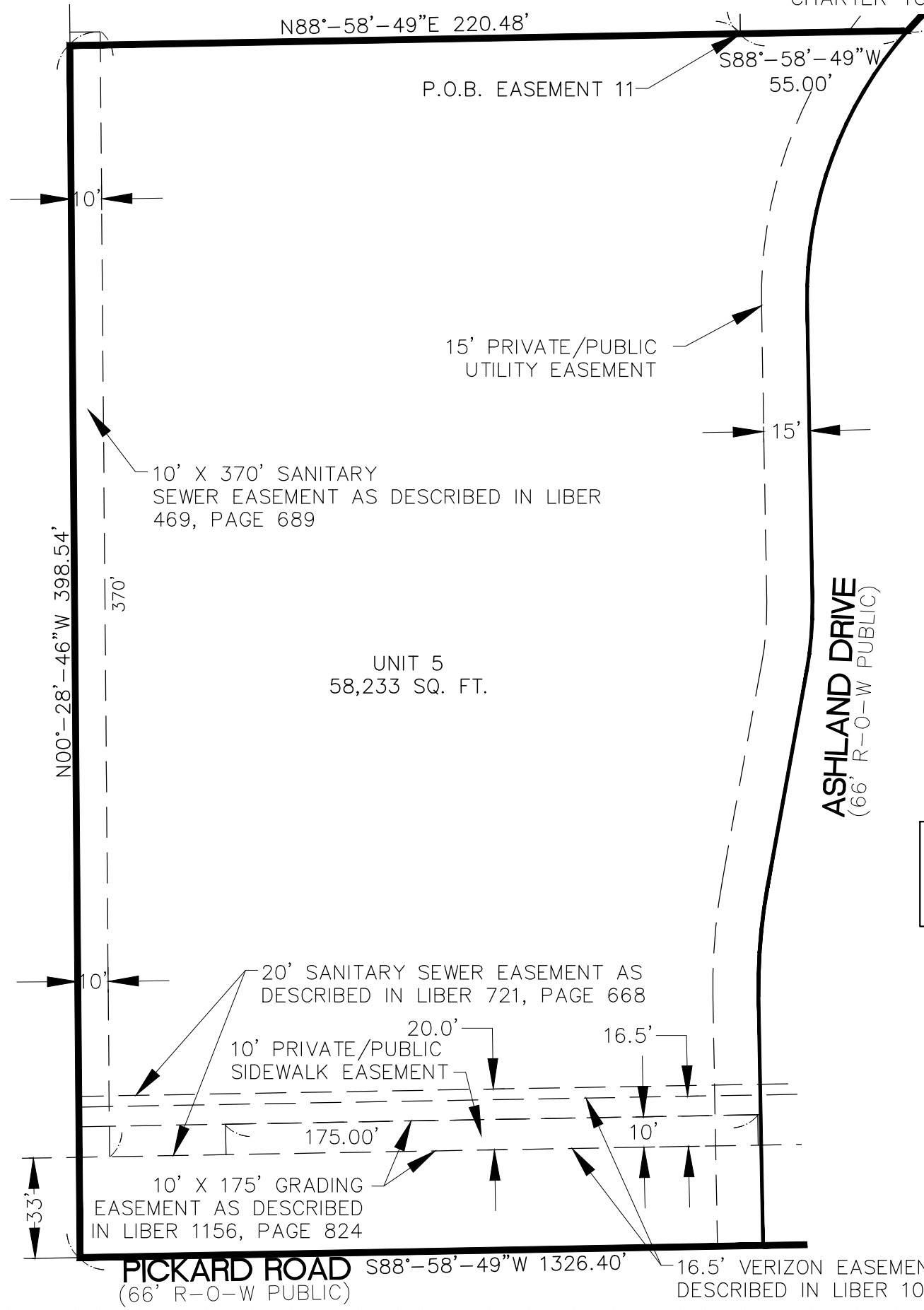
EASEMENT DETAIL SHEET 1 UNITS 1, 2, 9 & 10		 <p><b>CMS &amp; D</b> SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com</p>		
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>				
SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: 1" = 20'	JOB NUMBER: 0901-001	SHEET NUMBER 12 OF 16




# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W

CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

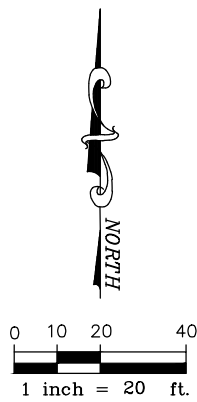
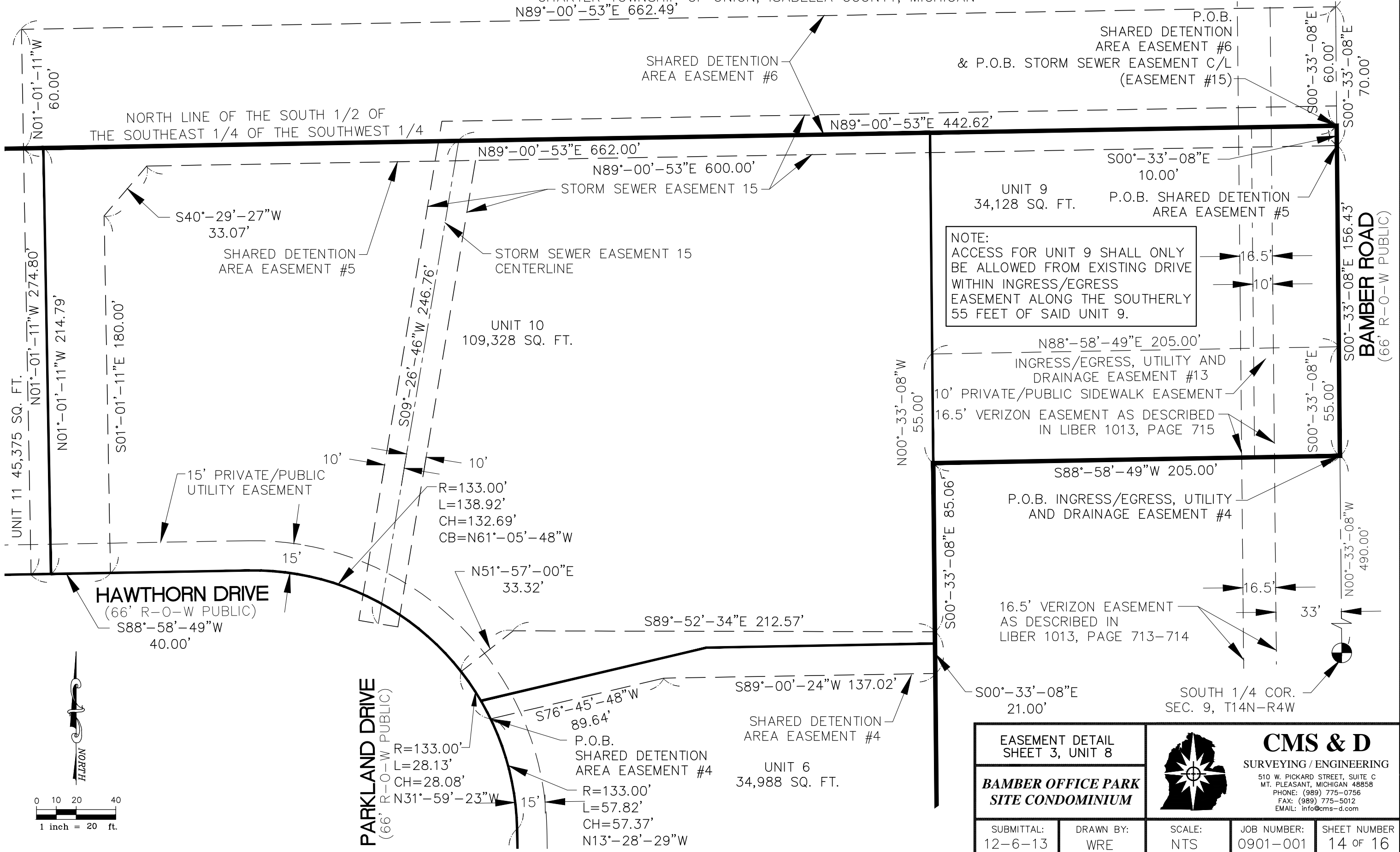



NOTE:  
ACCESS FOR UNIT 6 SHALL NOT BE ALLOWED  
FROM PICKARD ROAD ACCESS WILL ONLY BE  
ALLOWED FROM ASHLAND DRIVE.

EASEMENT DETAIL SHEET 2 UNITS 4 & 10			<b>CMS &amp; D</b> SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com		
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>					
SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: NTS	JOB NUMBER: 0901-001	SHEET NUMBER 13 OF 16	

# BAMBER OFFICE PARK SITE CONDOMINIUM

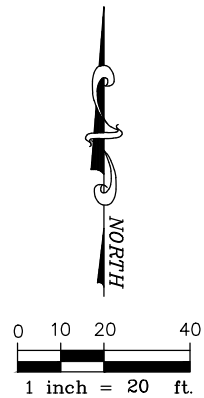
PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN  
N89°-00'-53"E 662.49'



EASEMENT DETAIL SHEET 3, UNIT 8			<b>CMS &amp; D</b>	
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>			SURVEYING / ENGINEERING	
510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858	PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com	SCALE: NTS	JOB NUMBER: 0901-001	SHEET NUMBER: 14 OF 16
SUBMITTAL: 12-6-13	DRAWN BY: WRE			

# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN



NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4

THE

UNIT 12  
43,369 SQ. FT.

UNIT 11  
45,375 SQ. FT.

UNIT 10  
109,328 SQ. FT.

2305 HAWTHORN DRIVE CONDOMINIUM  
AS RECORDED IN LIBER 1439, PAGES 0262-0293  
ISABELLA COUNTY RECORDS  
NOT INCLUDED  
1.60 ACRES

15' PRIVATE/PUBLIC  
UTILITY EASEMENT

ICDC ACCESS &  
INSPECTION EASEMENT  
EASEMENT #11

HAWTHORN DRIVE  
(66' R-O-W PUBLIC)

N01°-01'-11"W 32.72'

N88°-58'-49"E 100.96'

N88°-58'-49"E 220.48'

S88°-58'-49"W  
55.00'

P.O.B. EASEMENT 11

UNIT 5  
94,709 SQ. FT.

EASEMENT DETAIL SHEET 4 UNITS 6 & 7			<b>CMS &amp; D</b> SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com		
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>					
SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: 1" = 20'	JOB NUMBER: 0901-001	SHEET NUMBER 15 OF 16	

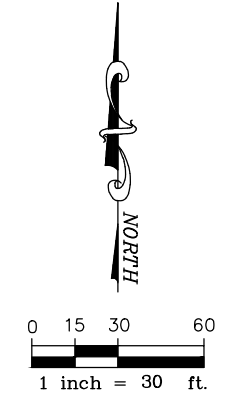
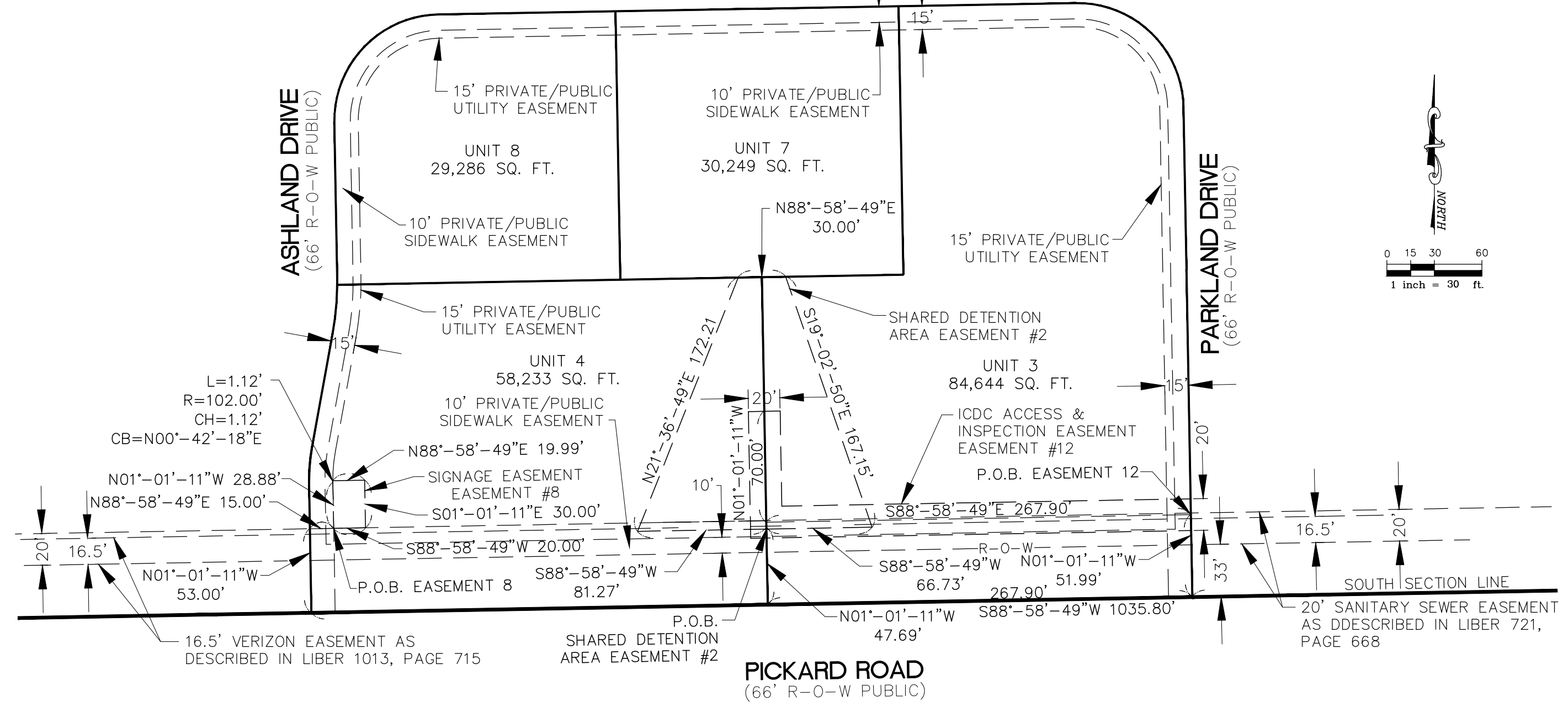
# BAMBER OFFICE PARK SITE CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
SECTION 9, T14N-R4W  
CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN

**HAWTHORN DRIVE**  
(66' R-O-W PUBLIC)

**ASHLAND DRIVE**  
(66' R-O-W PUBLIC)

**PARKLAND DRIVE**  
(66' R-O-W PUBLIC)



**NOTE:**  
ACCESS FOR UNITS 3 AND 4 SHALL NOT  
BE ALLOWED FROM PICKARD ROAD ACCESS  
WILL ONLY BE ALLOWED FROM PARKLAND  
DRIVE FOR UNIT 3 AND FROM ASHLAND  
DRIVE FOR UNIT 4

EASEMENT DETAIL SHEET 5 UNITS 6 & 7			<b>CMS &amp; D</b> SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0756 FAX: (989) 775-5012 EMAIL: info@cms-d.com	
<b>BAMBER OFFICE PARK SITE CONDOMINIUM</b>				
SUBMITTAL: 12-6-13	DRAWN BY: WRE	SCALE: 1" = 30'	JOB NUMBER: 0901-001	SHEET NUMBER: 16 OF 16

**BAMBER OFFICE PARK SITE CONDOMINIUM  
MASTER DEED**

**THIS MASTER DEED** being executed on this \_\_\_\_ day of November, 2013 on behalf of **Central Development Group, LLC**, a Michigan limited liability company, (hereinafter referred to as the "Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, including, but not limited to, those amendments contained in Act 538 of the Public Acts of 1982 and in Act 113 of the Public Acts of 1983 (hereinafter referred to as the "Act").

**RECITALS**

A. The Developer desires to establish the real property described in Article II below, together with all improvements located and to be located thereon, and all appurtenances thereto, as a condominium project under the provisions of the Act.

B. The Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached as "Exhibit A" and the Condominium Subdivision Plan attached as "Exhibit B", to accomplish these purposes.

**ARTICLE I  
DEDICATION**

By executing and recording this Master Deed, the Developer establishes **Bamber Office Park Site Condominium** (referred to as the "Condominium"); as a condominium project under the Act. After being so established, the condominium project will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in every manner utilized subject to the provisions, covenants, conditions, restrictions and obligations set forth in the Master Deed (including Exhibits) and to the provisions of the Act. All of the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits) will run with the real property included in the project and will be a burden on and a benefit to the Developer, its successors, and assigns, and all persons acquiring or owning an interest in the project, or in the real property dedicated to the project and their grantees, successors, assigns, heirs and Personal Representatives. (Except as otherwise stated). The remainder of this Master Deed (including Exhibits), has been set forth in furtherance of the establishment of this condominium project.

**ARTICLE II  
DESCRIPTION**

The land which is submitted to the condominium project, established by this Master Deed, is described as follows:

**Union Township, Isabella County, Michigan:**

**See attached Legal Description**

The above property is dedicated subject to the restrictions, easements and reservations of record and easements by the Developer, as set out in Article VII of this Master Deed.

**ARTICLE III  
DEFINITIONS**

When used in any of the condominium documents, or in any contract, deed, mortgage, lien, easement or other instrument affecting the condominium project or the establishment or transfer of any interest in the project, the following terms will carry the following definitions unless the context clearly indicates to the contrary:

(a) "**Act**" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, MCL 559.101, et seq, as amended, including, but not limited to, amendments contained in Act 538 of the Public Acts of 1982 and in Act 133 of the Public Acts of 1983.

(b) "**Association**" means the **BAMBER OFFICE PARK CONDOMINIUM ASSOCIATION**, a not-for-profit membership association organized under the laws of the State of Michigan, of which all co-owners will be members and which will administer, operate, manage and maintain the condominium project. Any action required of or permitted to the Association will be exercisable by the Board of Directors unless explicitly reserved to the members by the condominium documents or the laws of the State of Michigan, and any reference to the Association will, where appropriate, also constitute a reference to its Board of Directors.

(c) "**Association Bylaws**" means the Corporation Bylaws of the Association.

(d) "**Common elements**" where used without modification, means both the general and limited common elements as defined in Article V of this Master Deed.

(e) "**Condominium Bylaws**" means "Exhibit A;" as attached, the Bylaws for the condominium project setting forth the rights and obligation of the co-owners and required by Section 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed.

(f) "**Condominium Documents**" means and includes this Master Deed, "Exhibits A and B" attached and as amended and the Articles of Incorporation, Association Bylaws, and the Rules and Regulations, if any, of the Association.

(g) "**Condominium premises**" means and includes the land and improvements outside of any unit, and all easements, rights and appurtenances belonging to the condominium project as described above.

(h) "**Condominium Project**" means **BAMBER OFFICE PARK SITE CONDOMINIUM** a condominium project established pursuant to the Act.

(i) "**Condominium Subdivision Plan**" means "Exhibit B" attached.

(j) "**Condominium site**" or unit each means that portion of the condominium project designed and intended for separate ownership and use, as described in "Exhibit B" hereto.

(k) "**Co-owner, owner, member**"; each means a person, firm, corporation, partnership, trust or other legal entity or any combination thereof who or which owns legal or equitable title to a condominium unit within the condominium project and; therefore, is a member of the Association.

(l) "**Developer**" means **Central Development Group, LLC** a Michigan Limited Liability Company.

(m) "**Master Deed**" means this Master Deed, including "Exhibits A and B" hereto, both of which are incorporated by reference and made a part of this Master Deed.

Terms not defined herein, but defined in the Act, will carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference is made to one gender, that reference will include a reference to any and all genders where appropriate; similarly, whenever a reference is made to the singular, a reference will also be included to the plural where appropriate, and vice-versa.

#### ARTICLE IV

The condominium project will be known as **Bamber Office Park Site Condominium Isabella County Condominium Plan Number \_\_\_\_**. Prior to the commencement of any improvements, the engineering and site plans for the project will have been approved by the Charter Township of Union, County of Isabella, Michigan. The improvements contained in the project, including the number, boundaries, dimensions and area of each unit are

set forth in the condominium plan, attached hereto, as "Exhibit B." Each individual unit is to be used for those purposes allowed by this Master Deed and exhibits and each unit has been designed and intended for separate ownership and use. Each co-owner in the project will have an exclusive right to occupy and use his unit and will have undivided and inseparable rights to share with other co-owners the use and enjoyment of common elements.

**ARTICLE V**  
**COMMON ELEMENTS**

**A. GENERAL COMMON ELEMENTS**

The common elements of the condominium project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

- (1) Except as specifically limited in Article V or in Article VI, the land described in Article II hereof, including roadways as designated in Exhibit B, and all rights appertaining thereto;
- (2) All utilities installed in the project up to the point of connection with any site not owned or dedicated to any third-party government entity or company. Some or all of the utility lines, systems (including mains and service leads) and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and the cable television system shall be general common elements only to the extent of such interest, if any.
- (3) The storm water discharge and detention system throughout the project; including any equipment or lift stations and the detention field although indicated as being enclosed in a particular unit.
- (4) The sign and sign easement located on Units 2 and 4.
- (5) Any sidewalk easements set forth in Exhibit B including the duty to keep and maintain the sidewalk. Landscaping and upkeep of the lawn area between the sidewalk and the roadway shall be the duty of the individual co-owner.
- (6) Any or all improvements made by the developer or by the association on those areas designated as common areas in Exhibit B, attached.

**B. UPKEEP OF COMMON ELEMENTS AND  
PAYMENT OF UTILITY BILLS**

The respective responsibilities for the maintenance, decoration, repair and replacement of the common elements, of certain mechanical devices and for the payment of utility bills are as follows:

- (1) Upkeep and maintenance of all surfaces and property referred to Article V, Section A, above shall be the responsibility of the association.

Any maintenance, repair or replacement (the cost of which is to be completed at the expense of the co-owner) may, if not performed by the co-owner, be performed by or under the direction of the Association and the cost may be assessed against the responsible co-owner.

**C. USE OF COMMON ELEMENTS.**

No co-owner will use his unit or the common elements in any manner inconsistent with the purposes of the project or in any manner that will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

#### **D. ENVIRONMENTAL CONTROL COMMITTEE**

As provided in Article VII, Section 1(b) of the Condominium Bylaws, the decoration and maintenance of all common elements is subject to such written standards as may be established by the Board of Directors or its Environmental Control Committee and Landscaping Committee if the Board determines to appoint such a Committee.

#### **ARTICLE VI** **SITE DESCRIPTION AND PERCENTAGE OF VALUE**

##### **A. DESCRIPTION.**

A complete description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Each unit in the project, as described in the Condominium Subdivision Plan, shall include all that space contained within the confines of a unit as described in "Exhibit B" and delineated with heavy outlines, but not any common elements contained therein. Detailed plans for the project will be placed on file with the County of Isabella, Register of Deeds, for said County.

##### **B. PERCENTAGE OF VALUE**

The total value of the project is One Hundred (100%) percent. Based upon their market value, and allocated repair expenses and benefits, each unit has been assigned an equal percentage of value in the condominium.

There are ten units in the condominium, and each unit shall be assigned a one-tenth percentage of value in the project.

These percentages of value shall be determinative of the proportionate share of each unit in the proceeds of administration and of the unit's undivided interest in the common elements (which is hereby allocated to each unit). The percentages of value allocated to the units may be changed only with the prior written approval of each holder of a first mortgage lien on any unit in the project and with the unanimous consent of all the co-owner expressed in a duly recorded amendment to this Master Deed.

#### **ARTICLE VII** **EASEMENTS**

##### **A. EASEMENTS FOR MAINTENANCE AND RELATED MATTERS**

If all or any portion of a unit or common element encroaches upon another unit or common element due to shifting or settling or due to survey errors, construction deviations, reconstruction, replacement renovation or repair, reciprocal easements, respectively benefiting and burdening each such unit or common element, will exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. There will also be permanent easements to, through, over, under and across the premises, including all units and exterior walls, (1) for the maintenance and repair (including replacement) of all utilities in the project, including, but not necessarily limited to, light, heat, power, sewer, water, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "utilities" or utility "services".

##### **B. EASEMENTS RETAINED BY DEVELOPER**

(1) **ROADWAY EASEMENT**: In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads, driveways, and walkways now or hereafter located in the project for the purpose of ingress or egress to and from all or any portion of the premises in furtherance of any legitimate purpose. Furthermore, this easement shall inure to the benefit of land owned, or hereinafter acquired, by the Developer adjoining an/or abutting the property included in this project. This easement may be utilized whether the property is developed as a condominium or for some other purpose. The Developer may also utilize the



easement for the utilities or any other legitimate purpose. Maintenance and repair costs of the easement shall be assessed to the Developer, his successors or assigns, in such instance, in proportion to the amount of square footage of buildings on the land not a part of the condominium project which utilizes such easement, as to the total square footage of buildings on sites on said land and the total building square footage of all condominium sites.

(2) USE OF FACILITIES: the Developer, and its duly authorized agents, representatives and employees, may engage in any acts reasonably necessary to facilitate the construction and sale of the units in the project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.

(3) REPAIR AND REPLACEMENT: The Developer retains for the benefit of itself and the utility company, and to the burden of the premises, the right to enter the project and do all the things necessary to install, operate, maintain, repair, replace or inspect any common improvement or facility whether under or above ground.

(4) HOOK-UP OF UTILITIES: The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns and for the benefit of any appropriate utility company, perpetual easements to enter upon and cross the premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into and to extend and enlarge, all utility services or systems now or hereafter located on the property described in Article II hereof to service all or any portion of the property, regardless of whether such utilization is in connection with the project. If the Developer or its successors or assigns utilizes, taps, ties into, extends or enlarges any utilities located on the premises, it will pay all expenses reasonably necessary to restore the premises to their condition immediately prior thereto.

### C. TERMINATION OF EASEMENTS

The Developer reserves to itself and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of land in the vicinity of the project. No utility easement may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility easement on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Deed in accordance with the requirements of the Act.

### ARTICLE VIII AMENDMENTS

(1) Except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or "Exhibit B" be amended (but "Exhibit A" hereto may be amended as provided therein), except as provided, below.

(2) The condominium documents may be otherwise amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners, hereby expressly reserves the right to amend the condominium documents for such a purpose. Amendments modifying the types and sizes of unsold units and their appurtenant common elements, showing minor architectural variances and modifications to a unit, correcting survey or other errors made in the condominium documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance for such mortgage loans, by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market will be examples of amendments which do not materially alter or change the rights of a co-owner or mortgagee.

(3) This Master Deed, the Condominium bylaws, and the Condominium Subdivision Plan may

be amended, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the co-owners and mortgagees. A Mortgagee will have one (1) vote for each mortgage held. Procedures for mortgagee voting shall conform to MCL 559.190(2).

(4) The method of formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

(5) Provided, however, that in no case, unless (i) all of the first mortgagees, (ii) all owners (other than the Developer) of the individual condominium units and (iii) the Developer (if at that time it owns any units) have given their prior written approval, shall the Association be entitled to:

- a. By any act or omission seek to abandon or terminate the condominium project;
- b. Change the pro rata interest or obligations of any individual units for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit and the common elements; or
- c. Partition or subdivide any unit(s).

(6) The restrictions contained in this Article VIII on Amendments will not in any way affect the rights of the Developer as set forth elsewhere in this Deed.

(7) Co-owners and mortgagees of record will be notified in writing of proposed amendments not less than (10) days before the amendment is recorded at their address reflected on the condominium records.

(8) Articles II, V, VI, VII, and VIII will not be amended, nor will the provisions thereof be modified by any other amendment to this Deed without the written consent of the Developer, so long as the Developer continues to offer any unit in the condominium for sale or so long as there remains, under such provisions, any further possibility of expansion or conversion of the project. Notwithstanding, the above, Article VII (B) (1) shall not be amended without written consent of the Developer or its assigns.

#### **B. AMENDMENT PROCEDURES**

- (1) An amendment to this Master Deed will not be effective until the amendment is recorded.
- (2) A copy of the recorded amendment will be delivered to each co-owner.
- (3) A person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which will be deemed expenses of administration.

#### **ARTICLE IX** **CONTROLLING LAW**

The provisions of the Act, and of the other laws of the State of Michigan shall be applicable to and govern this Master Deed and all activities related thereto.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

**Central Development Group, LLC**

By: \_\_\_\_\_  
**Darrell R. Herbruck**  
Its: **Authorized Member**

State of Michigan }  
                                  }ss.  
County of Isabella }

On this \_\_\_ day of November, 2013, before me personally appeared **Darrell R. Herbruck** authorized member of the company to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and on behalf of said company.

My Commission Expires: \_\_\_\_\_

Notary Public  
Isabella County, Michigan

**CONSENT TO DEDICATION AS SITE CONDOMINIUM**

We, the undersigned owners of land contained within the site condominium do hereby consent to the dedication of this property as a site condominium and the conversion of our properties to units in the condominium.

**D.D.D. Investments, LLC**

By: \_\_\_\_\_  
**Donald Sowle**  
Its: **Authorized Member**

State of Michigan }  
                                  }ss.  
County of Isabella }

On this \_\_\_ day of November 2013, before me personally appeared **Donald Sowle** authorized member of the company to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and on behalf of said company.

My Commission Expires: \_\_\_\_\_

Notary Public  
Isabella County, Michigan

**Pleasant Equities, LLC**

By: \_\_\_\_\_  
**Bhekumusa Msibi**  
Its: **Authorized Member**

State of Michigan }  
  } ss.  
County of Isabella }

On this \_\_ day of November, 2013, before me personally appeared **Bhekumusa Msibi** authorized member of the company to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and on behalf of said company.

My Commission Expires: \_\_\_\_\_

Notary Public  
Isabella County, Michigan

**Curraghview Investments, LLC**

By: \_\_\_\_\_  
**Keith Bever**  
Its: **Authorized Member**

State of Michigan }  
  } ss.  
County of Isabella }

On this \_\_ day of November, 2013, before me personally appeared **Keith Bever** authorized member of the company to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and on behalf of said company.

My Commission Expires: \_\_\_\_\_

Notary Public  
Isabella County, Michigan

**Parkland DHS, LLC**

By: \_\_\_\_\_  
**Darrell Herbrook**  
Its: **Authorized Member**

State of Michigan }  
  } ss.  
County of Isabella }

On this \_\_ day of November, 2013, before me personally appeared **Darrell R. Herbruck** authorized member of the company to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and on behalf of said company.

My Commission Expires: \_\_\_\_\_

Notary Public  
Isabella County, Michigan

DRAFTED BY: (WHEN RECORDED, PLEASE RETURN TO:)  
R. Thomas Whittaker (P33293)  
Attorney at Law  
200 E. Main, Suite 200  
Midland, Michigan 48640  
(989) 839-9908

**EXHIBIT A  
CONDOMINIUM BYLAWS**

**ARTICLE I**

**Section 1. ORGANIZATION.** **Bamber Office Park Site Condominium**, a business site condominium development located in the Township of Union, County of Isabella, Michigan (the "Condominium") will be administered by an association of co-owners called the Bamber Office Park Condominium Association of Mt. Pleasant, Michigan (the "Association"), which will be organized as a non-profit membership association under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and generally, the affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and the State of Michigan.

**Section 2. COMPLIANCE.** All present and future co-owners (who will be "members" of the Association as provided in Article II, Section 1, below: the terms "member" and "co-owner" are used interchangeably herein), mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the condominium premises, or any condominium unit, will be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, including, without limitation, any provision thereof pertaining to the use and operation of the condominium premises and the condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying a unit or presence in the condominium will constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

**Section 3. PURPOSE OF BYLAWS.** These Bylaws govern the general operation, maintenance, administration, use and occupancy of the condominium and all such activities will be performed in accordance with the provisions hereof.

**ARTICLE II**

**Section 1. MEMBERSHIP.** Each co-owner of a condominium unit, present and future, will be a member of the Association during the term of such ownership, and no other person or entity will be entitled to membership. Neither Association membership nor the share of a member in the Association funds and assets will be assigned, pledged or transferred in any manner, except as an appurtenance to a condominium unit, or for exercise of membership privileges pursuant to Section 3, below, and any attempted assignment, pledge or transfer in violation of this provision will be wholly void.

**Section 2. VOTING RIGHTS.** Except as limited in the Master Deed and in these Bylaws, the members owning each unit will collectively be entitled to one (1) vote.

**Section 3. PERSONS ENTITLED TO VOTE.** If one person owns a unit, he will establish his membership in the Association, and his right to vote by presenting evidence of his ownership. If more than one (1) person owns a unit, or the unit is leased, all of the record owners of the unit will sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the unit's membership in the Association, to cast the vote for the unit and to receive all notices and other communications from the Association. Such certificate will state the name and address of the individual representative designated, the number or numbers of the unit(s) owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the co-owner thereof and shall be signed and dated by all co-owners of record. All certificates will be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the unit concerned. The Developer will, at any meeting, be entitled to cast a vote on behalf of each unit he owns without submitting any proof of ownership. For purposes of this Section 3, the Developer will be deemed to own only completed units, as defined in Article V, Section 7 hereof.

**Section 4. METHOD OF VOTING.** Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided by Article II, Section 6, of the Association Bylaws, or appear and vote (either specifically on an issue or by the general

designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They will be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

**Section 5. MAJORITY.** At any meeting of the members at which a quorum is present, fifty-one percent (51%) of the members voting, whether in person, by telecommunications or by proxy, on any particular matter, will constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed or by law.

### **ARTICLE III MEETINGS AND QUORUM**

**Section 1. FIRST MEETING OF MEMBERS.** The first meeting of the members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days written notice to all members.

**Section 2. ANNUAL MEETINGS OF MEMBERS.** Following the first meeting of members, an annual meeting of the members will be held in each year at the time and place specified in the Association Bylaws. At least ten (10) days prior to the date of an annual meeting written notice of the time, place and purpose of such meeting will be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

**Section 3. SPECIAL MEETINGS OF MEMBERS.** It will be the duty of the President to call a special meeting of the members upon a petition signed by twenty-five (25%) percent of the members and presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof and will be given at least ten (10) days prior to the date of such meeting. No business will be transacted at a special meeting except as stated in the notice.

**Section 4. QUORUM OF MEMBERS.** Unless otherwise provided herein, the presence, in person or by proxy, of fifty-one (51%) percent of members entitled to vote will constitute a quorum of members. If a quorum will not be present at any meeting, the members present may adjourn the meeting for not more than thirty (30) days.

### **ARTICLE IV ADMINISTRATION**

**Section 1. BOARD OF DIRECTORS.** The business, property and affairs of the Association will be managed by a Board of Directors consisting of three (3) members.

**Section 2. POWERS AND DUTIES.** The Board of Directors will have all powers and duties necessary for the administration of the affairs of the condominium and may do all things which are not prohibited by law or the condominium documents or required thereby to be done by the members. The powers and duties to be exercised by the Board will include, but will not be limited to, the power and duty:

- a. To manage and administer the affairs of and to the condominium, all appurtenances thereto, and the common elements, property and easements thereof;
- b. To levy and collect assessments against and from the members of the Association and to use the proceeds therefrom for the purposes of the Association and to enforce assessments through liens and foreclosure proceedings where appropriate;
- c. To carry insurance and to collect and allocate the proceeds thereof;
- d. To restore, repair or rebuild the condominium, or any portion thereof, after occurrence of casualty and to negotiate on behalf of all of the members in connection with any taking of the condominium, or any portion thereof, by eminent domain;

e. To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the condominium;

f. To make reasonable rules and regulations governing the condominium use and enjoyment of the condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges or instituting eviction or legal proceedings;

g. To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as Landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any unit, easements, rights of way, licenses or any other real property, whether or not contiguous to the condominium, to benefit the members of the Association and to further any of the purposes of the Association.

h. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on Association property, provided, however, that any such action will first be approved by the affirmative vote of more than two-thirds (2/3) of the Association members entitled to vote at a meeting of the members duly called.

i. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, to administer the condominium and to delegate to such committees any functions or responsibilities which are not by law or the condominium documents required to be performed by the Board;

j. To make rules and regulations or to enter into agreements with institutional lenders, or both, for the purposes of obtaining mortgage financing for members which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the Federal government, the State of Michigan, or any other agency or unit of government.

k. To enforce the provisions of the Master Deed and Bylaws of the condominium and of the Articles of Incorporation and such Bylaws, rules and regulations of the Association as may hereafter be adopted, and to sue on behalf of the condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the condominium;

l. To do anything required of or permitted to it as administrator of said condominium by the Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended.

m. In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the condominium and to the accomplishment of any of the purposes thereof not forbidden and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that neither the Board nor the Association will, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the common elements, or any of them, unless at least two-thirds (2/3rds) of the mortgagees (based upon one (1) vote for each mortgage owned) and two-thirds (2/3rds) of the members entitled to vote have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium, will not be deemed a transfer for these purposes.

**Section 3. MANAGING AGENT.** The Board of Directors may employ, at a compensation established by it, a managing agent for the condominium to perform such duties and services as the Board will authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. Any Director, the Developer or any related person or entity, may serve as the managing agent if so appointed. If the Board employs a professional managing agent for the Association the Board will notify each holder of a mortgage lien on any unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self-management

**Section 4. OFFICERS.** The Association Bylaws will provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to Association officers not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of two-thirds (2/3) of the members entitled to vote.

**Section 5. ACTIONS PRIOR TO FIRST MEETING.** Subject to the provisions of Section 3 of Article IV, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations of the Association and any undertakings or contracts entered into with others on behalf of the Association of the Board of Directors of the Association named in its Articles of Incorporation, or their appointed successors), before the first meeting of members will be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Association members at the first or any subsequent meeting of members, so long as such actions are within the scope of the powers and duties which any Board of Directors may exercise, as provided in the condominium documents.

**Section 6. INDEMNIFICATION OF OFFICERS AND DIRECTORS.** The Association will indemnify every Association Director and officer against all expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of him being made a party to or being threatened to be made a party to any pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of him being or having been a director or officer of the Association, except in such cases wherein he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he will be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification will be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors will notify all members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

## **ARTICLE V OPERATION OF THE PROPERTY**

**Section 1. PERSONAL PROPERTY.** The Association will be assessed as the person or entity in possession for any tangible personal property of the condominium owned or possessed in common by the co-owners, and personal property taxes based thereon will be treated as expenses of administration.

**Section 2. COSTS AND RECEIPTS TO BE COMMON.** All costs incurred by the Association to satisfy any liability arising within, or caused by or in connection with the common elements, or caused by or in connection with the administration of the condominium, will be expenses of administration, and all sums received as proceeds of, or pursuant to, any insurance policy carried by the Association securing the interests of the members against liabilities or losses arising within, caused by or connected with, the common elements or the administration of the condominium will be receipts of administration.

**Section 3. BOOKS OF ACCOUNT.** The Association will keep or cause to be kept detailed books of account showing all expenditures and receipts affecting the condominium and its administration of the condominium and which specify the operating expenses of the condominium. Such books of account will specify the maintenance and repair expenses of the common elements and any other expenses incurred on behalf of the Association and members. The members and their mortgagees may inspect the books of account during reasonable working hours on normal working days at a place the Association designates. The books of account will be audited at least annually by qualified independent auditors who are certified public accountants. The cost of such audit, and all accounting expenses will be an expense of administration. Any institutional holder of a mortgage lien on any condominium unit who so requests will be given a copy of the audit report within ninety (90) days following the end of the Association's fiscal year. At least once a year, the Association will prepare and distribute to each member a statement of its financial condition, the contents of which will be defined by the Association.



**Section 4. REGULAR ASSESSMENTS.** The Board of Directors will establish an annual budget in advance for each fiscal year for the condominium and such budget will contain the Board's estimate of the funds required to defray the expenses of administration for the forthcoming year as those items are defined by these Bylaws, and all other common expenses. The budget will also allocate and assess all such common charges against all members, equally. The common expenses will consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the condominium property under the powers and duties delegated to it hereunder and may include, without limitation, amounts to be set aside for working capital of the condominium for a general operating fund, for a reserve fund and for meeting any deficit in the common expense budget for any prior year. The budget will establish an adequate reserve fund for maintenance, repair, and replacement of the general and limited common elements, which fund will be financed by regular monthly payments rather than by special assessments. The Board will advise each member in writing of the amount of common charges payable by him and will furnish all members, although failure to deliver a copy of the budget to each member will not affect any member's liability for any existing or future assessments. Should the Board of Directors, at any time, determine, in its sole discretion, that the assessments levied are or may prove to be insufficient; (a) to pay the operation and management costs of the condominium (b) to provide for the maintenance, repair or replacement of existing common elements (c) to provide additions to the common elements not exceeding Two Thousand (\$2,000.00) Dollars annually, or (d) to provide for emergencies, the Board may increase the general assessments or levy such additional assessment(s) and apportion them, as it deems necessary.

**Section 5. SPECIAL ASSESSMENTS.** Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board of Directors from time to time, following approval by the members as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to: (a) assessments for capital improvements or additions to the common elements at a cost exceeding \$2,000.00 per year; (b) assessments to purchase a unit upon foreclosure of a lien for assessments, as described in Section 6 hereof; or (c) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including those assessments referred to in Section 4 above, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3rds) of all members entitled to vote, which approval will be granted only by a vote of the members taken at a meeting of the members called in accordance with the provisions of Article III hereof.

**Section 6. COLLECTION OF ASSESSMENTS.** Each member, whether one or more persons, will be and will remain personally obligated for the payment of all assessments levied with regard to his unit during the time that he is the owner thereof, and no member may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit. If any member defaults in paying the assessed common charges, interest at the maximum legal rate shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment then such payment will be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a unit may consider a default in the payment of any assessment, a default in the payment of its mortgage. Unpaid assessments will constitute a lien upon the unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each member, and every other person, except a first mortgagee, who, from time to time, has any interest in the condominium, will be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Each member and every other person, except a first mortgagee, who, from time to time, has any interest in the condominium will be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each member acknowledges that when he acquired title to his unit, he was notified of the provisions of this section and that he voluntarily,

intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid; addressed to the delinquent member at his last known address, a written notice that an assessment, or any part thereof, levied against his unit is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Notice of deficiency shall be by a written affidavit of an authorized representative of the Association that sets forth (a) The affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject unit, and (e) the name of the member of record in the office of the Isabella County Register of Deeds, prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will so notify the representative of the delinquent member designated in Article II, Section 3, above and will inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorney fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the member in default and will be secured by the lien on his unit. If any member defaults in the payment of any installment of the annual assessment levied against his unit, the association will have the right to declare all unpaid installments of the annual assessment for the fiscal year immediately due and payable. In a judicial foreclosure action, the court may appoint a receiver to collect a reasonable rental for the unit from the member owning it or any persons claiming under him, and each member hereby consents to the appointment of such a receiver. The Association may also stop furnishing any services to a member in default upon seven (7) days written notice to such member of its intent to do so. A member in default on the payment of any assessment will not be entitled to vote at any meeting of the Association so long as such default continues.

If the holder of a first mortgage on a condominium unit obtains title to the unit by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale will not be liable for unpaid assessments chargeable to the unit which became due prior to the acquisition of title to the unit by such person, provided; however, that such unpaid assessments will be deemed to be common expenses collectible from all of the members, including such person, its successors and assigns, and that all assessments chargeable to the unit subsequent to the acquisition of title will be the responsibility of such person as provided above with respect to all members. When a member is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying his unit under a lease or rental agreement and such person, after receiving the notice, shall deduct from rental payments due the member the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not be a breach of the rental agreement or lease by the occupant.

The Association may purchase a unit at any foreclosure sale hereunder.

**Section 7. OBLIGATIONS OF THE DEVELOPER.** The developer will be responsible for the assessment on units it owns.

**Section 8. MAINTENANCE AND REPAIR.** As provided in the Master Deed, the Association will maintain and repair the general common elements, whether located inside or outside the units, and the limited common elements, to the extent set forth in the Master Deed. The costs thereof will be charged to all the members as a common expense, unless necessitated by the negligence, misuse or neglect of a member, in which case such expense will be charged to such member. The Association or its agent will have access to each unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the common elements located therein or accessible therefrom. The Association or its agent will also have access to each unit at all time without notice for making emergency repairs necessary to prevent damage to other units, the common elements, or both.

Each member will provide the Association means of access to his unit and any limited common elements appurtenant thereto during all periods of absence, and if such member fails to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and will not be liable to such member for any necessary damage to his unit and any limited common elements appurtenant thereto caused thereby or for the repair or replacement of any doors or windows damaged in gaining such access, the costs of which damages will be borne by such member. Unless otherwise provided herein or in the Master Deed, damage to a unit or its contents caused by the repair or maintenance activities of the Association, or by the common elements, will be repaired at the expense of the Association.

All other maintenance and repair obligations will, as provided in the Master Deed, rest on the individual member. Each member will maintain his unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each member will also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each member will be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, his family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there will be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible member will bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding). Any costs or damages to the Association that are herein or elsewhere in the condominium documents assigned to the individual member may be assessed to and collected from the responsible member in the manner provided for regular assessments in Article V, Section 4, hereof.

The provisions of this Section 8 will be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

**Section 9. TAXES.** Subsequent to the year in which the condominium is established, all special assessments and property taxes will be assessed against the individual units and not upon the total property of the condominium or any part thereof. Taxes and special assessments which have become a lien against the property of the condominium in the year of its establishment (as provided in Section 131 of the Act) will be expenses of administration and will be paid by the Association. Each unit will be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the members owning those units will reimburse the Association for their unit's share of such bill within ten (10) days after they have been tendered a statement therefore.

**Section 10. DOCUMENTS TO BE KEPT.** The Association will keep current copies of the approved Master Deed, all amendments thereto and all other condominium documents available for inspection at reasonable hours by members, prospective purchasers and prospective mortgagees of units.

**Section 11. RESERVE FOR MAJOR REPAIRS AND REPLACEMENT.** The Association will maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten (10%) percent of the Association's current annual budget on a noncumulative basis. Monies in the reserve fund will be used only for major repairs and replacement of common elements. The minimum standards required by this section may prove inadequate for a particular project. The Association of members should carefully analyze the condominium project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

**Section 12. STATEMENT OF UNPAID ASSESSMENTS.** Pursuant to the provisions of the Act, the purchaser of any unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a unit, the Association will provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit

will render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself.

**ARTICLE VI**  
**INSURANCE, REPAIR OR REPLACEMENT; CONDEMNATION;**  
**CONSTRUCTION LIENS**

**Section 1. INSURANCE.** The Association will carry fire and extended coverage, vandalism, malicious mischief and liability insurance, worker's compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the general and limited common elements of the condominium and the administration of condominium affairs. Such insurance will be carried and administered in accordance with the following provisions:

a. All such insurance will be purchased by the Association for the benefit of the Association, the members and their mortgagees; as their interest may appear, and provision will be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of members' units. It will be each member's responsibility to obtain insurance coverage for any improvements and personal property; unless such improvements are designated as general common elements in these documents, located within his unit or elsewhere in the condominium and for his personal liability for occurrences within his unit or elsewhere in the condominium and for his personal liability for occurrences within his unit or upon limited common elements appurtenant to his unit, including alternate living expenses. The Association will have absolutely no responsibility for efforts to see that all property and liability insurance carried by the Association or any member will contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any member of the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each member hereby waives, each as to the other, any right of recovery for losses covered by the insurance. The liability of carriers issuing insurance obtained by the Association will not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any member, and vice-versa.

b. All common elements of the condominium will be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage will also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished with the unit by the Developer (or such replacements thereof as do not exceed the costs of such original items). Any improvements a member makes within his unit will be covered by insurance obtained by him at his expense; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto will be assessed to and borne solely by said member and collected as a part of the assessment levied against said member under Article V, Section 4 hereof.

c. Public liability insurance will be carried in such limits as the Board may from time to time determine to be appropriate, and will cover the Association, each member, director and officer thereof, and any managing agent.

d. All premiums upon insurance policies purchased by the Association pursuant to these Bylaws will be expenses of administration, except as otherwise provided in sub-section (b) above.

e. Proceeds of all insurance policies owned by the Association will be received by the Association, held in a separate account and distributed to the Association, the members and their mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction will be applied for such purpose. Hazard insurance proceeds will never be used for any purpose other than for repair, replacement or reconstruction of the project, unless all of the holders of mortgages on units, and all members in the condominium have given their prior written consent.

f. All insurance carried by the Association will, to the extent possible, provide for cross-coverage of claims by one insured against the other.

**Section 2. APPOINTMENT OF ASSOCIATION.** Each member, by ownership of a unit in the condominium, will be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the condominium, his unit and the common elements appurtenant thereto. Without limitation on the generality of the foregoing, the Association as said attorney will have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the members and respective mortgagees, as their interests may appear (subject always to the condominium documents), to execute releases of liability and to execute all documents and to do all things on behalf of such members and the condominium as will be necessary or convenient to accomplish the foregoing.

**Section 3. RECONSTRUCTION OR REPAIR.** If any part of the condominium will be damaged, the determination of whether or not, and how, it will be reconstructed or repaired will be made in the following manner:

a. If a common element or a unit is damaged, such property will be rebuilt or repaired if any unit is tenable, unless the members unanimously vote that the condominium will be terminated and each holder of a mortgage lien on any unit has given its prior written approval of such termination.

b. If the condominium is so damaged that no unit is tenable, and if each holder of a mortgage lien on any unit in the condominium has given its prior written approval to the termination of the condominium, the damaged property will not be rebuilt and the condominium will be terminated, unless seventy-five (75%) percent or more of the members entitled to vote agree to reconstruction by vote or in writing within ninety (90) days after the occurrence rendering the condominium untenable.

c. Any reconstruction or repair will be performed substantially in accordance with the Master Deed and the plans and specifications for the condominium to a condition as similar as possible to the condition existing prior to damage, unless the members and each holder of a mortgage lien on any condominium unit will unanimously decide otherwise.

d. If the damage is only to a part of a unit which it is the responsibility of a member to maintain and repair, it will be the responsibility of the member to repair such damage in accordance with sub-section (e) hereof. In all other cases, the responsibility for reconstruction and repair will be that of the Association. The Association promptly will notify each holder of a mortgage lien on any of the condominium units if any unit or any part of the common elements is substantially damaged or destroyed.

e. Each member will be responsible for the reconstruction and repair of any improvements on his unit, unless such improvements are designated as a general common element in these documents. If damage to interior walls within a unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair thereof will be the responsibility of the Association in accordance with sub-section (f). If any other interior portion of a unit, or item therein, is covered by insurance held by the Association for the benefit of the member, the member will be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds will be payable to the member and the mortgagee jointly, without any change to the obligations set forth in this sub-section (e).

f. The Association will be responsible for the reconstruction and repair of the common elements, and for any incidental damage to a unit and the contents thereof caused by such common elements or the reconstruction or repair thereof. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association will obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

g. Any insurance proceeds received, whether by the Association or a member, will be used for reconstruction or repair when reconstruction or repair is required by these Bylaws. If the insurance proceeds are not sufficient to pay the estimated costs of reconstruction or repair to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments will be made against all members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Such assessments will be levied in the same manner as the regular monthly assessments, as set forth in Article V hereof.

**Section 4. EMINENT DOMAIN.** The following provisions will control upon any taking by eminent domain;

a. The Association, acting through its Board of Directors, may negotiate on behalf of all members for any taking of common elements. Any negotiated settlement will be subject to the approval of more than two-thirds (2/3rds) of the members entitled to vote, and will thereupon be binding on all members.

b. If an entire unit is taken by eminent domain, the award for such taking will be paid to the Association for the benefit of the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the member and his mortgagee, they will be divested of all interest in the condominium. The undivided interest in the common elements belonging to the member whose unit has been taken will thereafter appertain to the remaining units, including those restored or reconstructed under the provisions of this section.

c. If any condemnation award will become payable to any member whose unit is not wholly taken by eminent domain, then such award will be paid by the condemning authority to the Association on behalf of such member and his mortgagee, as their interests may appear. If only a part of any unit is taken, the Association will, if practical, use the award to rebuild the same to the extent necessary to make it habitable and remit the balance of the proceeds attributable to such unit to the owner and mortgagee thereof, as their interests may appear.

d. If any portion of the condominium other than any unit is taken, the condemnation proceeds relative to such taking will be paid to the Association and the affirmative vote of more than fifty (50%) percent of the members at a meeting duly called will determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds will be remitted to the members and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article VI of the Master Deed.

e. If the condominium project continues after a taking by eminent domain, then the remaining portion of the project will be re-surveyed and the Master Deed amended accordingly, and, if any unit will have been taken, then Article VI of the Master Deed will be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining members based upon a continuing value for the condominium of one-hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any members, but only with the prior written approval of all holders of liens on individual units in the project.

f. If any condominium unit, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly will so notify each holder of a mortgage lien on any of the condominium units.

g. If the taking of a portion of a condominium unit makes it impractical to rebuild the partially taken unit to make it habitable, then the entire undivided interest in the common elements appertaining to that unit will thenceforth appertain to the remaining condominium units, and will be allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that unit will thenceforth be a common element.

h. Votes in the Association of members and liability for future expenses of administration appertaining to a unit taken or partially taken (as provided in sub-section (g) hereof) by eminent domain will thenceforth appertain to the remaining units.

**Section 5. CONSTRUCTION LIENS.** The following provisions will control the circumstances under which construction liens may be applied against the condominium or any unit thereof;

a. Except as provided below, a construction lien for work performed on a condominium unit or upon a limited common element may attach only to the unit upon or for the benefit of which the work was performed.

b. A construction lien for work authorized by the Developer and performed upon the common elements may attach only to units owned by the Developer at the time of recording of the claim of lien.

c. A construction lien for work authorized by the Association may attach to each unit only to the proportional extent that the member owning the unit is required to contribute to the expenses of administration as provided by the condominium documents.

d. A construction lien may not arise or attach to a unit for work performed on the common elements not contracted for by the Developer or the Association.

If a member is advised or otherwise learns of a purported construction lien contrary to the foregoing, he will immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board will take appropriate measures to remove any cloud on the title of units improperly affected thereby.

**Section 6. NOTICE TO GOVERNMENT AGENCIES.** If any mortgage is held by any governmental entity, then the Association will give notice to such agency; as they may require and at such address as they may direct, of any loss to, or any taking of, the common elements of the condominium if such loss exceeds Ten Thousand (\$10,000.00) Dollars.

**Section 7. MORTGAGEES.** Nothing contained in the condominium documents will be construed to give a condominium unit owner, or any other party, priority over any rights of mortgagees of condominium units pursuant to their mortgages in the case of a distribution to unit owners of insurance proceeds or condemnation awards for losses to or a taking of units, common elements or both.

## **ARTICLE VII**

### **USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT**

**Section 1. ESTABLISHMENT OF RESTRICTIONS.** In order to provide for congenial occupancy of the condominium, and for the protection of the value of the units, the use of condominium property will be subject to the following limitations:

a. No construction on any unit shall occur until the Developer has approved architectural drawings of the proposed construction. Once the developer has sold all units, this authority shall pass to the Board of Directors of the Association. Approval shall not be unreasonably withheld.

b. No immoral, improper, unlawful or offensive activity will be carried on in any unit or upon the limited or general common elements, nor will anything be done which may be or become an annoyance or a nuisance to the members, nor will any unreasonably noisy activity be carried on in any unit or on the common elements. No member owning any residential unit will do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the insurance rate on the condominium without the written approval of the Association. Each member who is the cause thereof will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

c. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, halls, stairs and in general, all of the areas subject to open view of the public, shall not be used for purposes other than those for which they are reasonably and obviously intended and shall be well kept and maintained in order to promote a professional and orderly appearance to the general public of the entire condominium.

d. The Board of Directors may institute rules and regulations consistent with the Master Deed and these Bylaws.

**Section 2. ENFORCEMENT.** Failure to comply with any of the terms of the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, will be

grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, will not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

## **ARTICLE VIII** **MORTGAGES**

**Section 1. NOTICE OF MORTGAGE.** A member who mortgages a unit will notify the Association of the name and address of his mortgagee and will file a conformed copy of the note and mortgage with the Association, which will maintain such information in a book entitled "Mortgages of Units."

**Section 2. NOTICE OF DEFAULT.** The Association will give to the holder of any mortgage covering any unit in the project written notification of any default in the performance of the obligations of the member owning such unit that is not cured within sixty (60) days.

**Section 3. NOTICE OF INSURANCE.** The Association will notify each mortgagee appearing in said book of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, and the amounts of such coverage.

**Section 4. NOTICE OF MEETINGS.** Upon request submitted to the Association, any institutional holder of a mortgage lien on any unit in the condominium will be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

**Section 5. ACQUISITION OF TITLE BY MORTGAGEE.** As provided in Article V, Section 6, any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or a deed in lieu thereof, will not be liable for such unit's unpaid assessments which accrue prior to acquisition of title by the first mortgagee.

## **ARTICLE IX** **AMENDMENTS**

**Section 1. PROPOSAL.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third (1/3) or more in number of the members by an instrument in writing signed by them.

**Section 2. MEETING TO BE HELD.** If such an amendment is proposed, a meeting for consideration of the same will be duly called in accordance with the provisions of the condominium documents.

**Section 3. VOTE REQUIRED.** These Condominium Bylaws may be amended by an affirmative vote of two-thirds (2/3rds) of all members entitled to vote and two-thirds (2/3rds) of all mortgagees at any regular meeting, or at a special meeting called for such purpose. For purposes of such voting, each mortgagee will have one (1) vote for each mortgage held.

**Section 4. AMENDMENTS NOT MATERIALLY CHANGING CONDOMINIUM BYLAWS.** The Board of Directors may enact amendments to these Condominium Bylaws without the approval of any member or mortgagee, provided that such amendments will not materially alter or change the rights of a member or mortgagee.

**Section 5. EFFECTIVE DATE.** Any amendment(s) to these Bylaws (but not the Association Bylaws) will become effective upon the recording of such amendment in the office of the Register of Deeds where the condominium is located. Without the prior written approval of all holders of mortgage liens, on any unit in the condominium, no amendment to these Bylaws will become effective which involves any change, direct or indirect in Article I, Section 2, Article IV, Sections 2 & 3, Article V, Sections 3, 4 & 6, Article VIII and Article IX, Sections 3 & 6, or to any other provision hereof that alters or changes materially the rights of any member or mortgagee.



**Section 6. COSTS OF AMENDMENT.** Any person causing or requesting an amendment to these Condominium Bylaws will be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment, provided, however, that such costs and expenses relating to amendments adopted pursuant to Article IX, Section 3 will be expenses of administration.

**Section 7. NOTICE, COPIES OF AMENDMENT(S).** Members and mortgagees of record of condominium units will be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to these Bylaws will be furnished to every member after recording, provided; however, that any amendment to these Bylaws that is adopted in accordance with this Article or Act will be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE X** **DEFINITIONS**

All terms used herein will have the same meaning as set forth in the Act or as set forth in the Master Deed to which these Condominium Bylaws are attached as an exhibit.

## **ARTICLE XI** **REMEDIES FOR DEFAULT**

**Section 1. RELIEF AVAILABLE.** Any default by a member will entitle the Association or another member or members to the following relief:

a. Failure to comply with any of the terms or conditions of the condominium documents will be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default of an assessment) or any combination thereof and such relief may be sought by the Association, or, if appropriate, by an aggrieved member or members.

b. In any proceeding arising because of an alleged default by any member, the Association, if successful, will be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court, but in no event will any member be entitled to recover such attorney fees.

c. Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including without limitation, the levying of fines against members after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

d. The violation of any of the provisions of the condominium documents will also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter, where reasonably necessary, upon the limited or general common elements, or into any unit and summarily remove and abate, at the expense of the violating member, any structure, thing or condition existing or maintained contrary to the provisions of the condominium documents.

**Section 2. FAILURE TO ENFORCE.** The failure of the Association or of any member to enforce any right, provision, covenant, or condition which may be granted by the condominium documents will not constitute a waiver of the right of the Association or of any such member to enforce such right, provision, covenant or condition in the future.

**Section 3. RIGHTS CUMULATIVE.** All rights, remedies and privileges granted to the Association or any member or members pursuant to any terms, provisions, covenants or conditions of the condominium documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

**Section 4. HEARING.** Prior to the imposition of any fine or other penalty hereunder, the offending member will be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board will prepare a written decision and place it in the permanent records of the Association.

## **ARTICLE XII** **ARBITRATION**

**Section 1. SUBMISSION TO ARBITRATION.** Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or Management Agreement, if any, or to any disputes, claims or grievances arising among or between the members or between such members and the Association will, upon the election and written consent of all the parties to any such dispute, claim or grievance and written notice to the Association, be submitted to arbitration and the parties thereto will accept the arbiter's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, will be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom will be an attorney. The panel shall be composed of one (1) individual appointed by the member and one (1) individual appointed by the Board of Directors of the Association. These two (2) panelists will then promptly agree on the third (3rd) member of the panel. No member who is a natural person may appoint himself or a member of his household to the panel. No corporate member may appoint one of its directors, officers or employees to the panel. Neither may a member serve on behalf of the Board.

**Section 2. EFFECT OF ELECTION.** Once the election is made by members or the Association to submit any such dispute, claim or grievance to arbitration the parties will be precluded from litigating such dispute, claim or grievance in the Courts. Any appeal from an arbitration award will be deemed a statutory appeal.

**Section 3. PRESERVATION OF RIGHTS.** No member will be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

## **ARTICLE XIII** **SEVERABILITY**

If any of the terms, provisions, or covenants of these Bylaws or the Condominium documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants or such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

## **ARTICLE XIV** **CONFLICTING PROVISIONS**

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) will govern. In the event of any conflict between the provisions of any one or more condominium documents, the following order of priority will prevail and the provisions of the condominium document having the highest priority will govern:

- (A) The Master Deed, including the Condominium Subdivision Plan;
- (B) These Condominium Bylaws;
- (C) The Articles of Incorporation of the Association;
- (D) The Bylaws of the Association, and;
- (E) The Rules and Regulations of the Association.

DRAFTED BY: R. Thomas Whittaker, Attorney at Law  
200 E. Main Street, Suite 200  
Midland, Michigan 48640  
(989) 839-9908

APPLICATION FOR SPECIAL USE PERMIT

I (We) Under Par Investment Group LLC OWNERS OF PROPERTY  
AT \_\_\_\_\_ LEGAL DESCRIPTION AS FOLLOWS:

T14N R4W SEC 3 A PARCEL COM 1160.3' WEST OF SE COR TH N61D2M58SE 157.95 FT; TH N0D3SW 73.42 FT; TH N89D 56M 56SW 150 FT; TH S0D3MSW 150 FT; TH N89D56M56SW 160.2 FT; TH N0D52M51SE 935.47 FTL TH N60D47M54SE 55.25 FT; TH S27D33M36SE 990 FT; TH ALONG A CURVE TO RT RADIUS OF 710.27 FT DISTANCE OF 362.63 FT TO POB. AND A PARCEL OF LAND BEG AT E 1/8 COR BETWEEN SEC 3 AND SEC 10 ON TH N 1/8 LINE, TH N 1013 FT TH W 13 FT TO RR ROW TH SW'LY ALG RR ROW 1159 FT TO SEC LINE TH E 512 FT TO POB

Respectfully request that a determination be made by the Township Board on the following request:

- I. Special Use For Country Club / golf course
- II. Junk Yard Permit

\*\*\*\*\*

Note: Use one of the sections below as appropriate. If space provided is inadequate, use a separate sheet.

I. Special Use Permit is requested for Country Club / Golf course

Give reason why you feel permit should be granted: \_\_\_\_\_  
\_\_\_\_\_

II. Junk Yard Permit requirements are:

Location of property to be used Consistent with surrounding Country Club. Will be harmonious with surrounding residential uses.

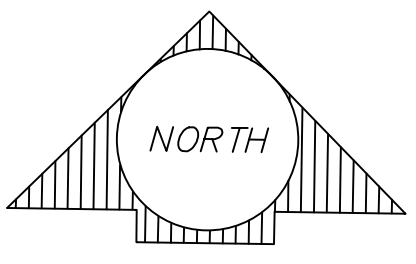
Zoning of the area involved is R2A

Zoning of the abutting areas R2A

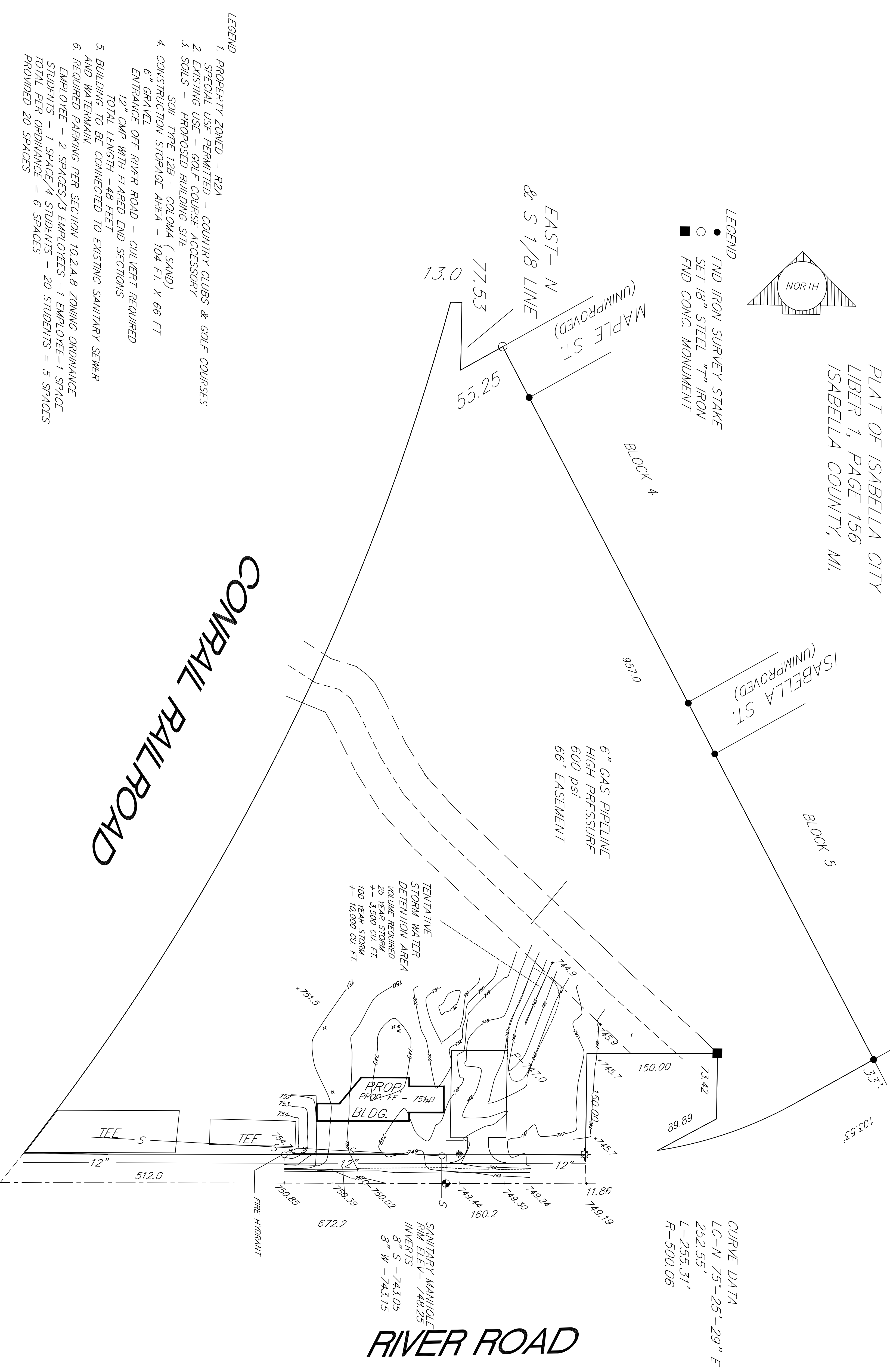
\*\*\*\*\*

Fees \_\_\_\_\_ Signature of Applicant Juel Konarivochi

PLAT OF ISABELLA CITY  
LIBER 1, PAGE 156  
ISABELLA COUNTY, MI.



- LEGEND
- FND IRON SURVEY STAKE
  - SET 1/8" STEEL "T" IRON
  - FND CONC. MONUMENT



- LEGEND
1. PROPERTY ZONED - R2A
  2. SPECIAL USE PERMITTED - COUNTRY CLUBS & GOLF COURSES
  3. SOILS - PROPOSED BUILDING SITE
  4. CONSTRUCTION STORAGE AREA - 104 FT. X 66 FT
  5. BUILDING TO BE CONNECTED TO EXISTING SANITARY SEWER
  6. REQUIRED PARKING PER SECTION 10.2.A.8 ZONING ORDINANCE
- EMPLOYEE - 2 SPACES/3 EMPLOYEES - 1 EMPLOYEE=1 SPACE  
STUDENTS - 1 SPACE/4 STUDENTS - 20 STUDENTS = 5 SPACES  
TOTAL PER ORDINANCE = 6 SPACES  
PROVIDED 20 SPACES

CONRAIL RAILROAD

CURVE DATA  
LC-N 75'-25'-29" E  
L=252.55'  
R=500.06'

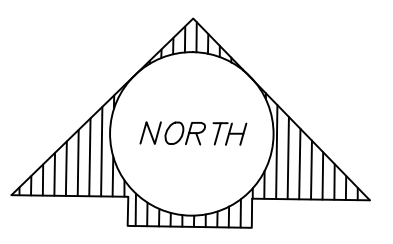
**RIVER ROAD**

Plot Plan  
FOR  
**MPCC PRACTICE FACILITY**  
Part of Section 3, T14N-R04W, Charter Township of Union, Isabella County, Michigan

**PE-PS, INC.**  
PROFESSIONAL ENGINEERS - LAND SURVEYORS  
610 APRICOT LANE  
MT. PLEASANT, MICHIGAN 48858-6161  
Ph. (989) 775-3424

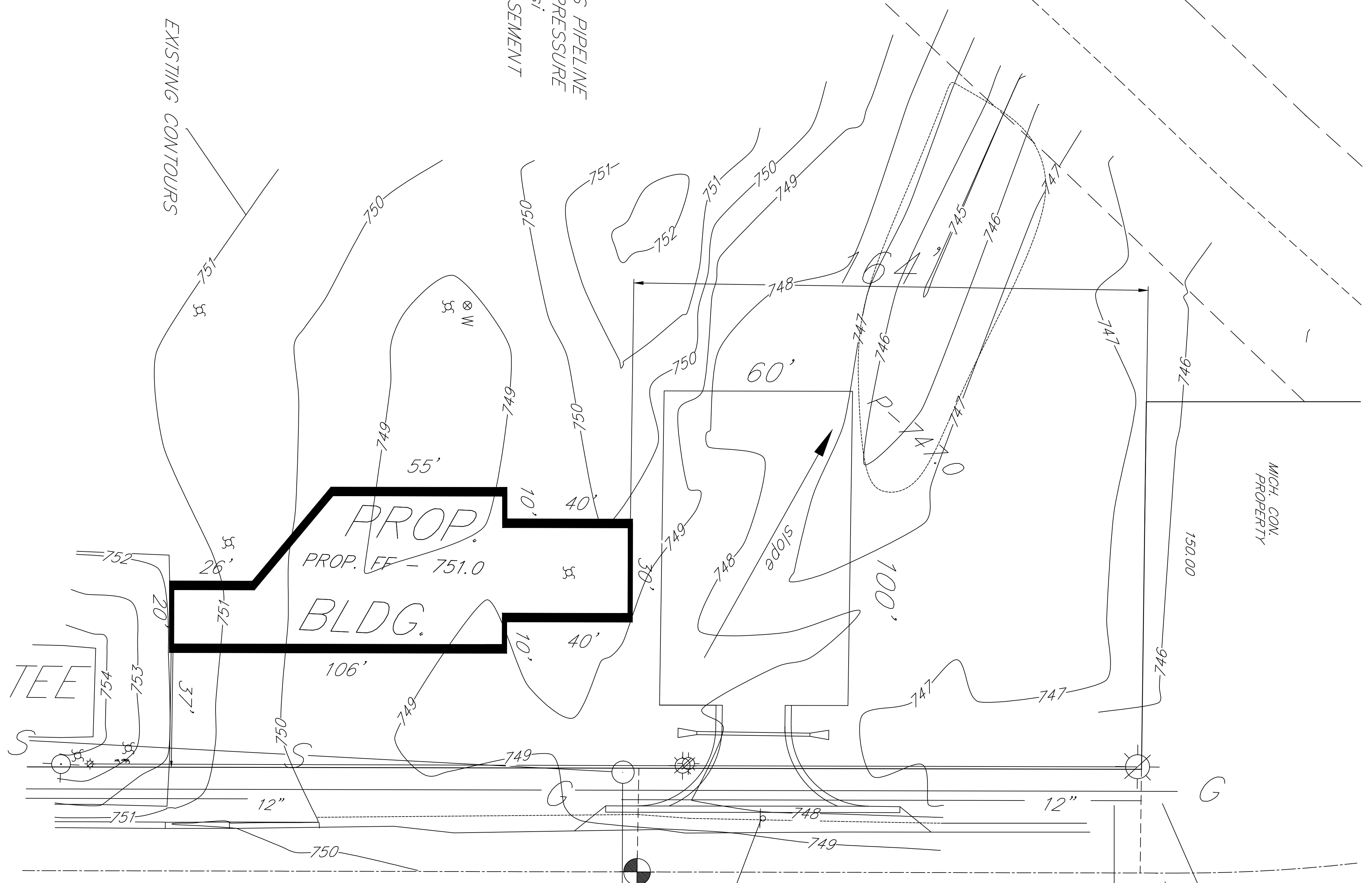
FILE NO.: mpcc	SCALE: 1" = 60'
DRAWN BY: WBR	HOR: 1" = 60'
CHECKED BY: W.B.R.	VERT: _____
DATE: 1/23/13	REVISED: 10/16/13
	11/20/13
	11/22/13
AS BUILT:	
SHEET	
1	
2	
PROJECT NO. MPCC	

EXISTING ELEVATION  
\* SPRINKLER HEAD



6" GAS PIPELINE  
HIGH PRESSURE  
600 PSI  
66' EASEMENT

EXISTING CONTOURS



MICH. CON.  
PROPERTY

8" S - HP  
GAS MAIN

11.86

WATER MAIN

PROPOSED ENTRANCE  
PLACE MDOT - F4 CURB  
25' RADIUS - 10 FT. CURB  
EXTENSION EACH END -  
21 FEET CENTERLINE ROAD  
TO BACK OF CURB  
BACK OF CURB AT PARKING AREA  
24 FEET  
DRIVE CULVERT AS NOTED

SIGN  
RELOCATE

**RIVER ROAD**

SANITARY MANHOLE  
RIM ELEV - 748.25  
8" S - 743.05  
8" W - 743.15

Plot Plan  
FOR

**MPCC PRACTICE FACILITY**

Part of Section 3, T14N-R04W, Charter Township of Union, Isabella County, Michigan

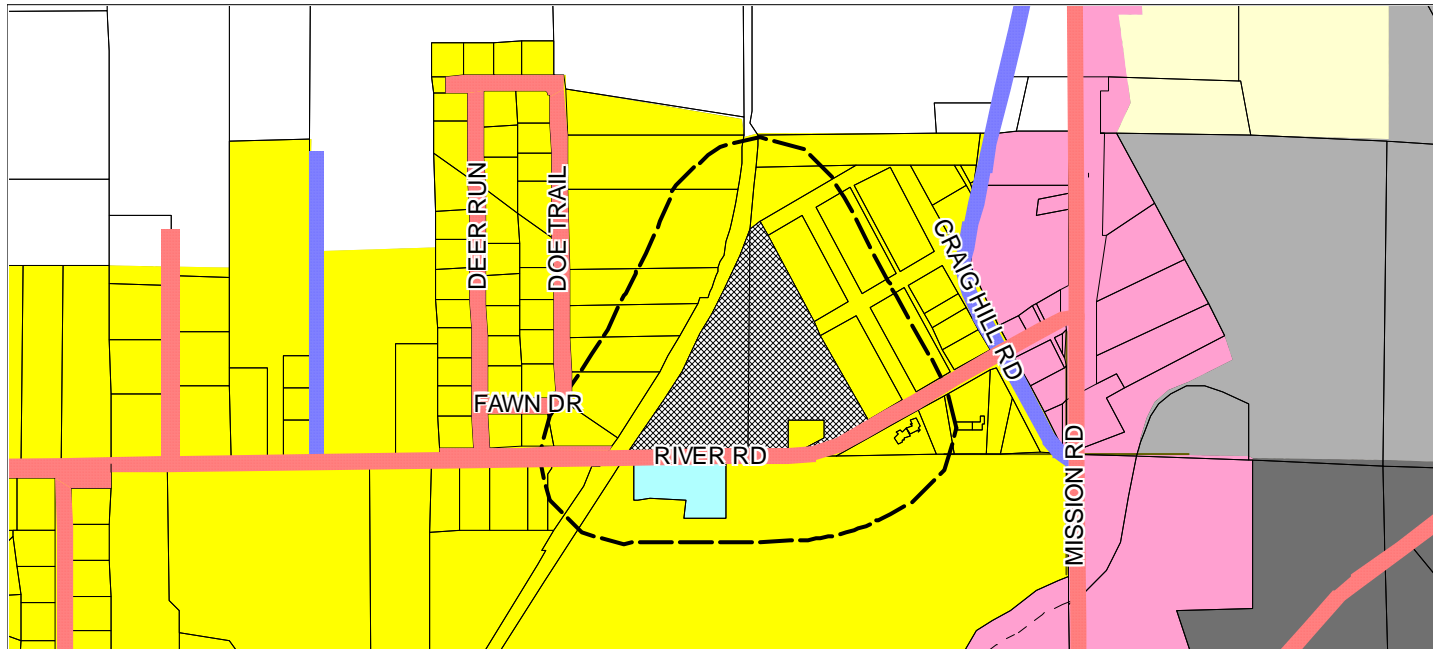
**PE-PS, INC.**

PROFESSIONAL ENGINEERS - LAND SURVEYORS  
610 APRICOT LANE  
MT. PLEASANT, MICHIGAN 48858-6161  
Ph. (989) 775-3424

FILE NO.: mpcc	SCALE: HOR. 1" = 20'
DRAWN BY: WBR	VERT.
CHECKED BY: WBR	REVISIONS: 10/16/13 11/02/13 11/12/13
DATE: 1/23/13	AS BUILT:
SHEET <b>2</b>	PROJECT NO. MPCC <b>2</b>

«PID»  
«Owner»  
«OwnerAddr01»  
«OwnerCity», «OwnerState» «OwnerZip»

PROPERTY BEING CONSIDERED IS CROSS HATCHED (see notice on reverse side)



## **UNION TOWNSHIP PUBLIC HEARING NOTICE -SPECIAL USE PERMIT**

NOTICE is hereby given that a Public Hearing will be held on Tuesday, December 17, 2013, at 7:00 p.m. at the Union Township Hall located at 2010 South Lincoln Road, Mt. Pleasant, Michigan, before the Union Township Planning Commission for the purpose of hearing any interested persons in the following request for a Special Use Permit, as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by UNDER PAR INVESTMENT GROUP, LLC, a Special Use Permit in an R2A (One and Two Family Medium Density Residential) Zone for expansion of a Country Club Driving Range with structure.

Legal Description of property: T14N R4W, SEC 3; A PARCEL OF LAND BEG AT E 1/8 COR BETWEEN SEC 3 AND SEC 10 ON TH N 1/8 LINE, TH N 1013 FT TH W 13 FT TO RR ROW TH SW'LY ALG RR ROW 1159 FT TO SEC LINE TH E 512 FT TO POB AND A PARCEL COM 1160.3' WEST OF SE COR TH N61D2M58SE 157.95 FT; TH N0D3SW 73.42 FT; TH N89D 56M 56SW 150 FT; TH S0D3MSW 150 FT; TH N89D56M56SW 160.2 FT; TH N0D52M51SE 935.47 FTL TH N60D47M54SE 55.25 FT; TH S27D33M36SE 990 FT; TH ALONG A CURVE TO RT RADIUS OF 710.27 FT DISTANCE OF 362.63 FT TO POB

This property is Unaddressed property across from 3686 E RIVER RD

All interested persons may submit their views in person, in writing, or by signed proxy prior to the public hearing or at the public hearing.

All materials concerning this request may be seen at the Union Township Hall, located at 2010 S. Lincoln Road, Mt. Pleasant, Michigan, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Phone (989) 772 4600 extension 241.

William Woodruff,  
Zoning Administrator

PID	PropertyAddress	Owner	Zoning	OwnerAddr01	OwnerCity	Owr	OwnerZip
14-003-40-007-00	3517 E RIVER RD	UNDER PAR INVESTMENT GROUP LLC	R2A	3686 E RIVER RD	MT. PLEASANT	MI	48858-0000
14-003-40-008-00	E RIVER RD	DTE GAS COMPANY	R2A	PO BOX 33017	DETROIT	MI	48232
14-055-00-001-01	3870 E RIVER RD	VOLZ DONALD D & RUTH A	R2A	3870 E RIVER RD	MOUNT PLEASANT	MI	48858-0000
14-055-00-001-02	3882 E RIVER RD	BERNS J WILLIAM & BERNICE	R2A	3882 E RIVER RD	MOUNT PLEASANT	MI	48858-0000
14-055-00-002-00	3902 E RIVER RD	SOWLE WILLIAM F & MARGARET A	R2A	3902 E RIVER RD	MOUNT PLEASANT	MI	48858-0000
14-061-00-002-00	FAWN DR	JJH LC	R2A	1101 N FRANKLIN ST	MOUNT PLEASANT	MI	48858
14-061-00-003-00	3602 FAWN DR	SIMMONS PAUL BOYD & JANET LOUISE	R2A	3602 FAWN DR	MOUNT PLEASANT	MI	48858
14-061-00-004-00	943 DOE TRAIL	CASTELLON ORLANDO & JOYCE L	R2A	943 DOE TRAIL	MOUNT PLEASANT	MI	48858-8815
14-061-00-005-00	917 DOE TRAIL	EPPLE FRANK E REV LIVING TRUST	R2A	PO BOX 768	MOUNT PLEASANT	MI	48804-0768
14-061-00-006-00	893 DOE TRAIL	DEYOUNG H PAUL & MARILYN	R2A	893 DOE TRAIL	MOUNT PLEASANT	MI	48858
14-061-00-007-00	865 DOE TRAIL	YOON SUNG K & JULIE B	R2A	865 DOE TRAIL	MOUNT PLEASANT	MI	48858
14-061-00-008-00	819 DOE TRAIL	COOK WILLIAM & JONEIL	R2A	819 DOE TRAIL	MOUNT PLEASANT	MI	48858
14-061-00-009-00	767 DOE TRAIL	WIECZOREK STEVEN M & KATHLEEN M	R2A	767 DOE TRAIL	MOUNT PLEASANT	MI	48858
14-061-00-010-00	729 DOE TRAIL	GALGOCI JOSEPH E & CHARLOTTE R	R2A	729 DOE TRAIL	MOUNT PLEASANT	MI	48858
14-087-00-014-00	774 CRAIG HILL RD	HAYNES ALVIE	R2A	736 CRAIG HILL RD	MOUNT PLEASANT	MI	48858
14-087-00-016-00	736 CRAIG HILL RD	HAYNES ALVIE & HEATHER	R2A	736 CRAIGHILL ROAD	MOUNT PLEASANT	MI	48858
14-055-00-003-01	3922 E RIVER RD	THEUNISSEN WILLIAM V & DOROTHY J	R2A	3922 E RIVER RD	MOUNT PLEASANT	MI	48858
14-055-00-003-02	3942 E RIVER RD	THEUNISSEN-CHAPPELL JOANNE H	R2A	3942 E RIVER RD	MOUNT PLEASANT	MI	48858-0000
14-055-00-001-00	3870 E RIVER RD	COUNTRY CLUB WEST CONDO ASSOC	R2A	3942 E RIVER RD	MT. PLEASANT	MI	48858-0000
14-010-20-001-03	3700 E RIVER RD	GAS REAL ESTATE INVESTMENTS LLC	OS	3700 E RIVER RD	MOUNT PLEASANT	MI	48858
14-010-20-001-04	3686 E RIVER RD	MT PLEASANT COUNTRY CLUB	MULTIPL	3686 E RIVER RD	MOUNT PLEASANT	MI	48858
14-010-20-002-01	3580 E RIVER RD	MCDOWELL MARY J	R2A	3584 E RIVER RD	MOUNT PLEASANT	MI	48858
14-010-20-002-02	3584 E RIVER RD	MCDOWELL MARY J	R2A	3584 E RIVER RD	MOUNT PLEASANT	MI	48858
14-087-00-002-01		UNDER PAR INVESTMENT GROUP, LLC		3686 E RIVER RD	MOUNT PLEASANT	MI	48858
14-087-00-002-02	RIVER RD	FOUR HACKS, LLC	R2A	1425 S MISSION RD	MOUNT PLEASANT	MI	48858



**2200 Misc. Wanted**

**WANTED DIABETIC** test strips-cash paid up to \$20 per 100 strips 989-262-9782 [www.diabeticsteststripswanted.com](http://www.diabeticsteststripswanted.com)

**ANIMALS**

**3020 Pets**

**AKC GERMAN Shepherd** Pups, blk & red/tan Ready Early Dec. 989-733-2856 [www.carlsonscountrycorner.com](http://www.carlsonscountrycorner.com)

**EARLY HOLIDAY DEADLINES**

Due to the Thanksgiving Holiday our Classified Dept. will be closed Thursday, November 28, 2013

Ads published Wednesday and Thursday, November 27 & 28, must be placed Tuesday, November 26, by 5:00 p.m.

Ads published Friday, November 29, must be placed Wednesday, November 27, by 5:00 p.m.

For More Information Please Contact Us At 248-745-4500

**1000 Announcements**

and insured-2x6 Trusses-45 Year Warranty Galvalume Steel-19 Colors-Since 1976-#1 in Michigan-Call Today 1-800-292-0679.

**Wanted, CDL A DRIVERS IN CENTRAL AND Southern Michigan!** \$1,000 Sign On Bonus Regional Run, Weekly Home Time, Excellent Pay and Benefits. Jacobson Transportation 888-409-6033 [www.DRIVEJTC.com](http://www.DRIVEJTC.com)

**4090 Health Care**

**MEDICAL ASSISTANT BILLER** Send Resume to P.O. Box 982 Mt. Pleasant, MI 48804-0982

**2190 Miscellaneous For Sale**

**More Than A PAWN SHOP**

**Gold, Jewelry, Diamonds, Musical Instruments & Equip., Electronics, DVD's, Video Games & Systems, Cameras, Guns, Tools, Sporting Goods, Vehicles, Motorcycles, ORV's & Computers.**

"We pay cash for your items!" 5281 E. Pickard M-F 10-6 **779-8822** Sat 10-4

**1000 Announcements**

**Pre-Press Specialist/Stripping**

**Printing Services.** Assemble film both manually and electronically for multi-color printing work as well as prepare complicated imposition for multiple color finished output. Required: High School education or equivalent and 5 years experience in comparable positions within the printing industry. Ability to work within both MAC and PC environment. For a complete list of requirements and to apply online by 12/8/13 please visit [www.jobs.cmich.edu](http://www.jobs.cmich.edu).

CMU, an AA/EO institution, strongly & actively strives to increase diversity within its community (see [www.cmich.edu/aaeo/](http://www.cmich.edu/aaeo/)).

**1050 Legal Notices**

**1050 Legal Notices**

**UNION TOWNSHIP PUBLIC HEARINGS NOTICE SPECIAL USE PERMITS**

NOTICE is hereby given that the following Public Hearings will be held on Tuesday, December 17, 2013 at 7:00 p.m. at the Union Township Hall located at 2010 South Lincoln Road, Mt. Pleasant, Michigan, before the Union Township Planning Commission for the purpose of hearing any interested persons in the following request for a Special Use Permit, as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

1. Requested by Maranatha Baptist Church, a Special Use Permit in an AG zone for Public and Institutional Use - Church Youth Facility.

Legal Description of property: T14N R4W SEC 12 WARDS OUTLOTS SUB LOTS 37 & 39

This property is located at 1525 AIRWAY DR

2. Requested by UNDER PAR INVESTMENT GROUP, LLC, a Special Use Permit in a R2A (One and Two Family Medium Density Residential) Zone for expansion of a Country Club Driving Range with structure.

Legal Description of property: T14N R4W, SEC 3; A PARCEL OF LAND BEG AT E 1/8 COR BETWEEN SEC 3 AND SEC 10 ON TH N 1/8 LINE, TH N 1013 FT TH W 13 FT TO RR ROW TH SW'LY ALG RR ROW 1159 FT TO SEC LINE TH E 512 FT TO POB AND A PARCEL COM 1160.3' WEST OF SE COR TH N61D2M58SE 157.95 FT; TH N0D3SW 73.42 FT; TH N89D 56M 56SW 150 FT; TH S0D3MSW 150 FT; TH N89D56M56SW 160.2 FT; TH N0D52M51SE 935.47 FTL TH N60D47M54SE 55.25 FT; TH S27D33M36SE 990 FT; TH ALONG A CURVE TO RT RADIUS OF 710.27 FT DISTANCE OF 362.63 FT TO POB

This property is Unaddressed property across from 3686 E RIVER RD All interested persons may submit their views in person, in writing, or by signed proxy prior to the public hearings or at the public hearings.

All materials concerning this request may be seen at the Union Township Hall, located at 2010 S. Lincoln Road, Mt. Pleasant, Michigan, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Please contact the zoning administrator to make arraignments for accessibility and impairment concerns. Phone (989) 772 4600 extension 241.

William Woodruff, Zoning Administrator

**SOLUTION**

**ANSWER TO TODAYS PUZZLE**

P	A	T	R	I	C	I	A	K	G	B	O	D	I	N	I	P	A		
E	C	H	E	L	O	N	S	N	E	U	T	R	I	N	O	G	A	L	
T	H	E	G	O	O	D	W	I	T	H	T	H	E	B	A	D	U	S	C
N	E	L	S	T	Y	E	S	R	L	E	S	S	E	A	T	O			
A	S	O	N	E	S	P	I	E	D	S	O	N	N	E	T				
M	O	N	O	W	I	T	H	A	G	R	A	I	N	O	F	S	A	L	T
E	N	G	R	A	D	R	E	M	C	O	R	F	U						
W	A	N	G	L	E	A	T	T	E	S	T	E	T	R	E				
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I	C	O	N	S	M	E	R	I	N	O	S	P	O	I	S	O	N	S	
N	A	M	T	H	E	E	A	S	Y	W	A	Y	O	U	T	N	S	A	
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G	U	I	L	E	C	R	U	D	E	P	Y	L	E						
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C	A	R	T	A	D	O	O	M	S	M	A	C	H	E	D	I	P		
O	S	A	T	H	E	B	U	L	L	B	Y	T	H	E	H	O	R	N	S
V	E	Y	C	A	V	I	T	I	E	S	M	A	L	A	M	U	T	E	
E	D	S	H	M	O	S	N	R	A	S	O	P	R	A	N	O	S		

12/1/13

12/1/13

File # 1743

## Union Township Site Plan Review Application

FILL OUT THE FOLLOWING

- I. This application is for (circle one) Preliminary Site Plan Review Final Site Plan Review
- II. Applicant Name UNDER PAX INVESTMENT GROUP, LLC
- III. Applicant Address 3686 E. RIVER RD. MT. PLEASANT
- IV. Applicant Phone 772-631-4955 Owner JEM STARK, MANAGER
- V. Applicant is (circle) Contractor Architect/Engineer Developer Land Owner (skip 5& 6)  
Other
- VI. Land Owner Name UNDER PAX INVESTMENT GROUP
- VII. Land Owner Address 3686 RIVER RD. MT. PLEASANT,
- VIII. Project/Business Name MT. PLEASANT COUNTRY CLUB
- IX. Fill out check list that follows. You must check off that each item has been included in the drawing. If an item is not going to be included in the construction, note that in the comment area (for example, under sidewalks write "none" in the comment area if you are not installing any sidewalks). For the first three items, check off if you have made the required submittals to other reviewing agencies.

SUBMITTALS TO OTHER AGENCIES	√ Off	
<b>Storm water management plan approval prior to application. Reviewed by the County Engineer</b>	✓	Copy of Union Township Storm Water Management Plan available upon request. Submit (2) copies of plan and calculations directly to the Isabella County Engineer, contact Bruce Rohrer at (989) 772 0911, ext. 231. Any review fees are additional.
<b>All curb cuts, acceleration/deceleration lanes, additional drives, and other matters pertaining to roads to be approved by MDOT or Isabella County Road Commission prior to application.</b>	✓	MDOT (M 20, BR 127 sites) at (989) 773 7756. Contact Isabella County Road Commission (all other county roads) at (989) 773 7131. Submit (3) copies.
<b>Mt. Pleasant Fire Dept.</b>	✓	Sgt Rick Beltnick (989) 779-5122, (2) copies
<b>Isabella Co Transportation Commission (ICTC)</b>	✓	Denny Adams (989) 773 2913 Ext 106, (2) copies
<b>SITE PLAN REQUIREMENTS</b>	√ Off	<b>Comments - (also indicate any features which will not be included in the development or are not applicable)</b>
Name and addresses of <u>Property Owner</u> <u>OK</u> Name and Address of <u>Applicant</u> <u>OK</u>		<u>Above</u>
Provide Construction Type (per Mi Building Code) and if sprinkled, (assume <u>Type IVb</u> , un-sprinkled if not provided)		<u>V/B</u>
The <u>date</u> , <u>north arrow</u> and <u>scale</u> . The scale shall be not less than 1"=20' for property under three (3) acres and not more than 1"=40' for property greater than three acres.		<u>C SITE PLAN</u>

## Union Township Site Plan Review Application

<p>All lot and/or <u>property lines</u> are to be shown and dimensioned, including building <u>setback lines</u></p>		<p>C SITE PLAN w P/R =</p>
<p>The <b>location and dimensions</b> of all existing and proposed:  <u>fire hydrants</u> (within 400 feet of building) - <i>None shown</i>  <u>drives</u>, - - - - - <i>See notes for dimension 24'</i>  <u>sidewalks</u>, (required) - - - - - <i>None shown</i>  <u>curb openings</u>, - - - - - <i>See note</i>  <u>acceleration/deceleration lanes</u>, - - - - - <i>None</i>  <u>signs</u>, - - - - - <i>None</i>  <u>exterior lighting</u> on buildings and parking lots, - <i>None shown</i>  <u>parking areas</u> (Including handicapped parking spaces, barrier-free building access, unloading areas), - - - - -  <u>recreation areas</u>, - - - - - <i>NA</i>  <u>common use areas</u>, - - - - - <i>NA</i>  <u>areas to be conveyed for public use and purpose</u>. - <i>NA</i></p>		<p>C SITE PLAN</p>
<p>Elevation of building front, side, and back. Include Sign size, height, and design. Canopy heights extending over driveways accommodate Public Transportation</p>		<p>C ARCH DRAWINGS</p>
<p>Source of utilities. Public water and sewer approval by Union Township Utility Coordinator prior to application. <i>Submitted</i></p>		<p>Note: Union Township policy is to issue sewer and water permits after application for a building permit. Applicant is advised to contact the utility department for availability prior to site plan review. The township does not coordinate other utility matters. Applicant to assure himself that site is suitable for septic systems, contact Central Michigan District Health Department (773 5921)</p>
<p>All dumpsters shall be screened from public view with an opaque fence or wall no less than six feet in height. Show location. (Note most refuse contractors require concrete pad to place dumpsters upon)</p>		<p>NA</p>
<p>The location and right-of-way width of all abutting roads, streets, alleys and easements.</p>		<p>C SITE PLAN</p>
<p>A locational sketch drawn to scale giving the section number and the nearest crossroads.</p>		<p>C SITE PLAN</p>
<p>The zoning of the subject property and the abutting properties.</p>	<p>OK</p>	<p>Legend Note 1. R2A</p>
<p>The location, height and type of fences and walls.</p>		<p>NA</p>

## Union Township Site Plan Review Application

The location and detailed description of landscaping.	
For multiple family and mobile home parks, contour intervals shall be shown (two foot intervals for average slopes ten percent and under and five foot intervals for slopes over ten percent). Topography, however, is encouraged to be shown on all site plans.	NA
The location of all existing and proposed structures on and within one hundred feet of the subject property's boundary.	NA
For apartments, provide a count of bedrooms per building and total count of bedrooms for the project.	NA

### COMMENTS

<i>Variance pending to Allow for 35' Front yard. Special Use Section calls for 100' Front yard</i>

I submit the site plan and this application as a true representation of existing and proposed conditions. I agree to install all features as shown and to abide by conditions placed upon approval of this plan by the Union Township Planning Commission. False or inaccurate information placed upon this plan may be cause for revocation of any permits issued pursuant to site plan approval and / or removal of work installed. Any changes to the Site Plan now or in the future must be approved by the Union Township Planning Commission or Zoning Administrator. Approval of this plan shall not constitute the right to violate any provisions of the Union Township Zoning Ordinance 1991-5, or other applicable building or state codes and or laws.

*Jeel Komwinski*  
Signature of Applicant

*12/9/13*  
Date

\_\_\_\_\_  
Signature of Owner (if other than applicant)

\_\_\_\_\_  
Date

PLEASE PLACE OUR REVIEW ON THE \_\_\_\_\_ (INSERT DATE)  
PLANNING COMMISSION MEETING. An owners representative WILL / WILL NOT attend. You will not receive a reminder of the scheduled meeting.

## Woody Woodruff

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**From:** Pat Gaffney [PGaffney@isabellaroads.com]  
**Sent:** Thursday, December 12, 2013 9:31 AM  
**To:** William Ruddell (wbrpeps@hotmail.com)  
**Cc:** Woody Woodruff  
**Subject:** County Club

Bill,

Reviewed the site plan you submitted for the county club.

Everything looks ok. All I need from the contractor is the following:

- Estimate of cost for the drive entrance, broken out to include items such as Culvert, Curb & Gutter, Aggregate Base, HMA , Restoration (Seed, Fertilize, Mulch (Straw)) etc.
- Upon review of the cost estimate the bond amount will be determined.
- Contractor will submit the bond in the approved amount with the permit application to the road commission.
- Permit Fee 10 parking spaces or less = \$100, > 10 parking spaces = \$250. (Per Isabella CRC Website)

If you have any further questions please give me a call.

Patrick J. Gaffney, PE  
Engineer Superintendent  
Isabella CRC  
989-773-7131 x115  
989-772-2371 fax  
[pgaffney@isabellaroads.com](mailto:pgaffney@isabellaroads.com)

APPLICATION FOR A SPECIAL USE PERMIT

I (we) Maranatha Baptist Church OWNERS OF PROPERTY AT  
1525 Airway Drive LEGAL DESCRIPTION AS FOLLOWS:

T14N R4W SEC 12 WARDS OUTLOTS SUB LOTS 37 + 39.

Respectfully request that a determination be made by the Township Board on the following request:

- I. Special Use For public & institutional use (church)
- II. Junk Yard Permit



**Note:** Use one of the sections below as appropriate. If space provided is inadequate, use a separate sheet.

I. Special Use Permit is requested for youth group meetings

Give reason why you feel permit should be granted: growth & maturity of youth.

II. Junk Yard Permit requirements are:

Location of property to be used \_\_\_\_\_

Zoning of the area involved is agriculture

Zoning of the abutting areas agriculture to N, E, W ; light industrial to S



Fees \$ 200 Signature of Applicant Alex Weather

Date 10/31/2013

~~SOIL EROSION~~  
~~WATER RETENTION~~  
~~STORM MANAGEMENT~~

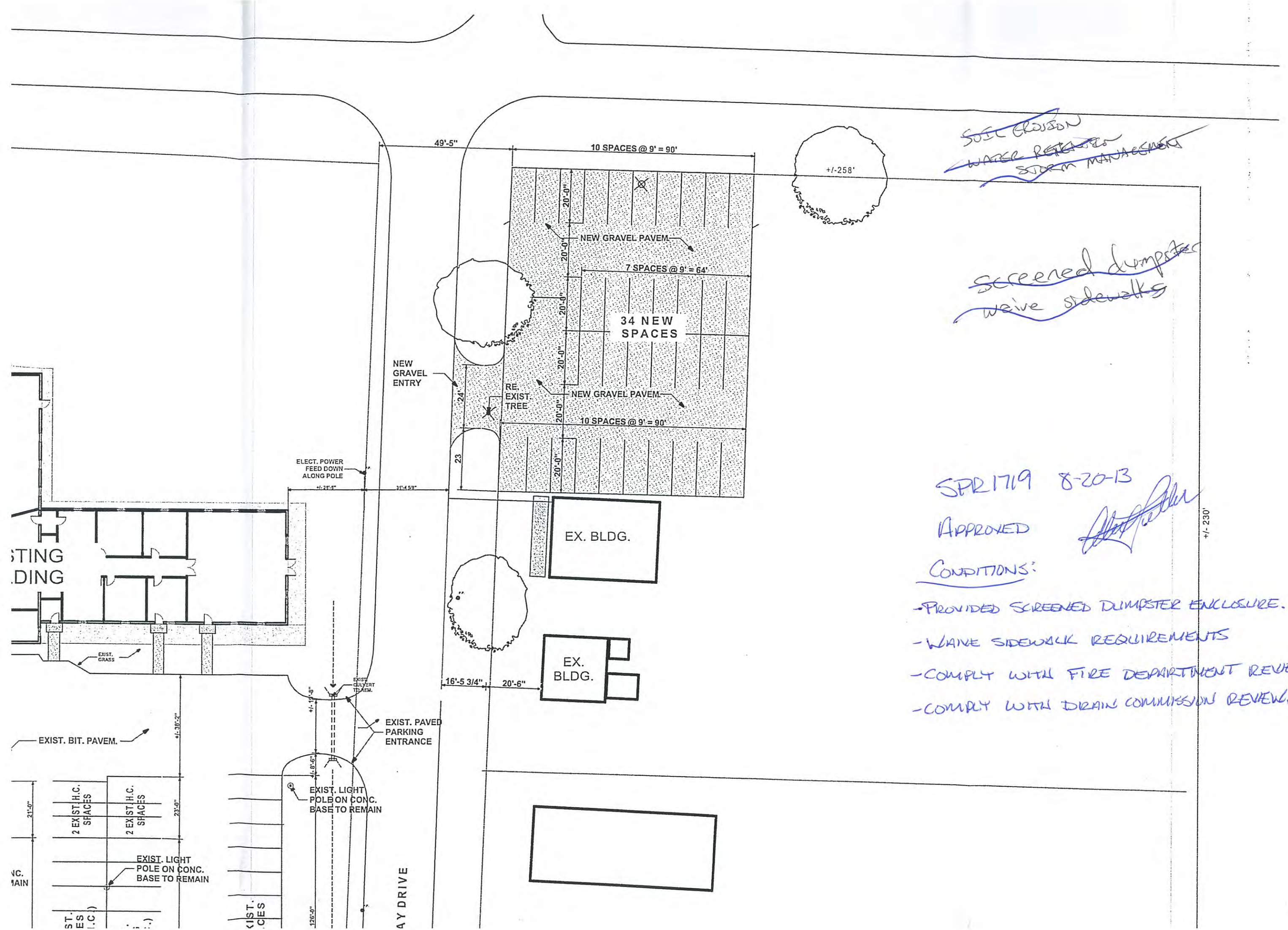
screened dumpster  
wave sidewalks

SPR1719 8-20-13

APPROVED

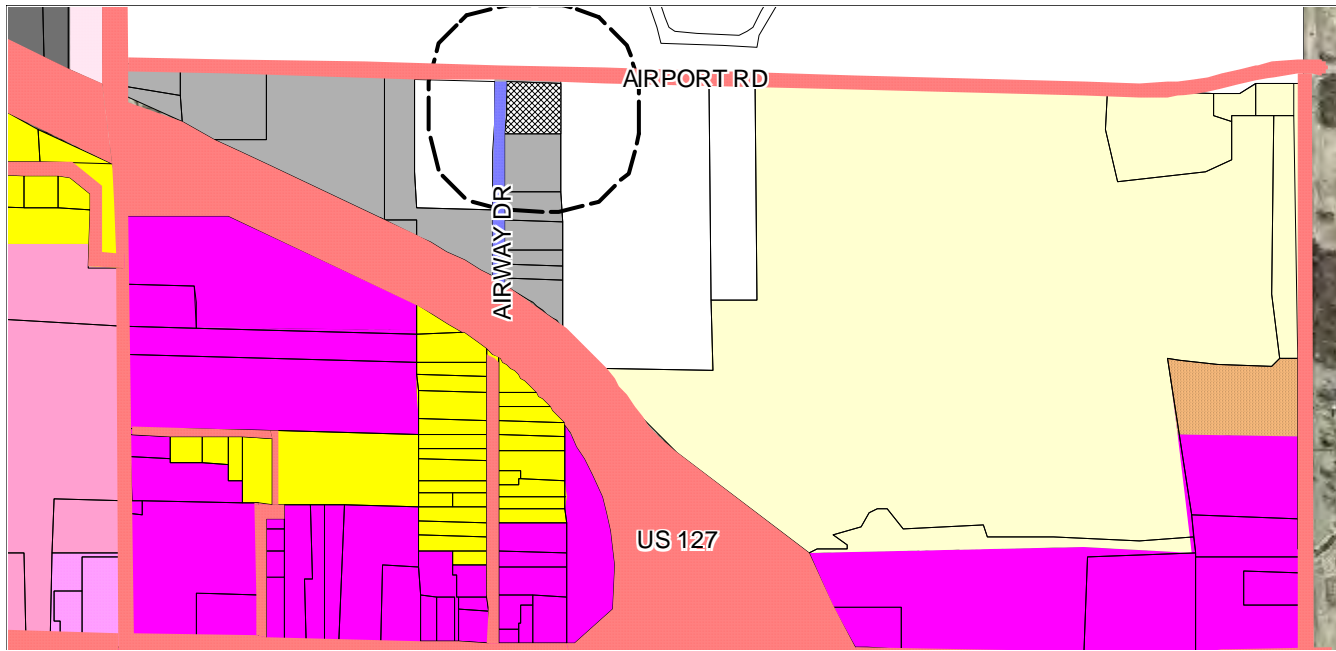
CONDITIONS:

- PROVIDED SCREENED DUMPSTER ENCLOSURE.
- WAVE SIDEWALK REQUIREMENTS
- COMPLY WITH FIRE DEPARTMENT REVIEW.
- COMPLY WITH DRAIN COMMISSION REVIEW.



«PID»  
«Owner»  
«OwnerAddr01»  
«OwnerCity», «OwnerState» «OwnerZip»

PROPERTY BEING CONSIDERED IS CROSS HATCHED (see notice on reverse side)





**UNION TOWNSHIP PUBLIC HEARING NOTICE -SPECIAL USE PERMIT**

NOTICE is hereby given that a Public Hearing will be held on Tuesday, December 17, 2013, at 7:00 p.m. at the Union Township Hall located at 2010 South Lincoln Road, Mt. Pleasant, Michigan, before the Union Township Planning Commission for the purpose of hearing any interested persons in the following request for a Special Use Permit, as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by Maranatha Baptist Church, a Special Use Permit in an AG zone for Public and Institutional Use – Church Youth Facility.

Legal Description of property: T14N R4W SEC 12 WARDS OUTLOTS SUB LOTS 37 & 39

This property is located at 1525 AIRWAY DR

All interested persons may submit their views in person, in writing, or by signed proxy prior to the public hearing or at the public hearing.

All materials concerning this request may be seen at the Union Township Hall, located at 2010 S. Lincoln Road, Mt. Pleasant, Michigan, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Phone (989) 772 4600 extension 241.

William Woodruff,  
Zoning Administrator

PID	PropertyAddress	Owner	Zonir	OwnerAddr01	OwnerCity	OwnerState	OwnerZip
14-012-20-002-00	1105 S ISABELLA RD	CITY OF MT PLEASANT	AG	320 W BROADWAY	MT PLEASANT	MI	48858-0000
14-012-30-001-00	E AIRPORT RD	SAGINAW CHIPPEWA INDIAN TRIBE	AG	7070 E BROADWAY	MOUNT PLEASANT	MI	48858
14-145-00-044-01	1535 AIRWAY DR	HILLIARD JEFFERY OR STEVE	I1	13779 MAIN ST	BATH	MI	48808-0000
14-145-00-046-00	1526 AIRWAY DR	MARANATHA BAPTIST CHURCH	AG	1526 AIRWAY DR	MT PLEASANT	MI	48858
14-145-00-047-00	1525 AIRWAY DR	MARANATHA BAPTIST CHURCH	I1	1526 AIRWAY DR	MOUNT PLEASANT	MI	48858
14-145-00-044-03	1575 AIRWAY DR	LEE ROBERT E & HELEN	I1	1575 AIRWAY DR	MT PLEASANT	MI	48858

1745

### Union Township Site Plan Review Application

FILL OUT THE FOLLOWING

- I. This application is for (circle one) Preliminary Site Plan Review **Final Site Plan Review**
- II. Applicant Name Joe Claybaugh - JBS Contracting, Inc.
- III. Applicant Address 1680 Gover Parkway, Mt. Pleasant, 48858
- IV. Applicant Phone 989-773-0770 Owner \_\_\_\_\_
- V. Applicant is (circle) **Contractor** Architect/Engineer Developer Land Owner(skip 5& 6)  
Other
- VI. Land Owner Name Hal Banks
- VII. Land Owner Address P.O. Box 492, Mt. Pleasant, MI 48804
- VIII. Project/Business Name HA Banks Investments, LLC
- IX. Fill out check list that follows. You must check off that each item has been included in the drawing. If an item is not going to be included in the construction, note that in the comment area (for example, under sidewalks write "none" in the comment area if you are not installing any sidewalks). For the first three items, check off if you have made the required submittals to other reviewing agencies.

SUBMITTALS TO OTHER AGENCIES	√ Off	
<b>Storm water management plan approval prior to application. Reviewed by the County Engineer</b> Plan has been completed and is in process of being submitted to Drain Office.	√	Copy of Union Township Storm Water Management Plan available upon request. Submit (2) copies of plan and calculations directly to the Isabella County Engineer, contact Bruce Rohrer at (989) 772 0911, ext. 231. Any review fees are additional.
<b>All curb cuts, acceleration/deceleration lanes, additional drives, and other matters pertaining to roads to be approved by MDOT or Isabella County Road Commission prior to application.</b>	√	MDOT (M 20, BR 127 sites) at (989) 773 7756. Contact Isabella County Road Commission (all other county roads) at (989) 773 7131. Submit (3) copies. No changes to drives
<b>Mt. Pleasant Fire Dept.</b>	√	Sgt Rick Beltnick (989) 779-5122, (2) copies
Plans submitted to M.P. Fire Department		
<b>Isabella Co Transportation Commission (ICTC)</b>	N/A	Denny Adams (989) 773 2913 Ext 106, (2) copies
<b>SITE PLAN REQUIREMENTS</b>	√ Off	<b>Comments - (also indicate any features which will not be included in the development or are not applicable)</b>
Name and addresses of <u>Property Owner</u> Name and Address of <u>Applicant</u> <i>ok</i>	√	H A BANKS INVESTMENTS, LLC MR. HAL A. BANKS, P.O. BOX 492, MT. PLEASANT, MI 48804-0492
Provide Construction Type (per Mi Building Code) and if sprinkled, (assume Type IVb, un-sprinkled if not provided) <i>ok</i>	√	Construction Type 3B (no sprinkler system is proposed)
The <u>date</u> , <u>north arrow</u> and <u>scale</u> . The scale shall be not less than 1"=20' for property under three (3) acres and not more than 1"=40' for property greater than three acres. <i>ok</i>	√	Scale: 1"=20'

4/7/04

## Union Township Site Plan Review Application

<p>All lot and/or <u>property lines</u> are to be shown and dimensioned, including building <u>setback lines</u></p>	<p>✓</p>	<p>See sheet C1 <i>OK</i></p>
<p>The <b>location and dimensions</b> of all existing and proposed:  <u>fire hydrants</u> (within 400 feet of building) - - - -  <u>drives</u>, - - - - -  <u>sidewalks</u>, (required) - <i>Existing</i> - - - - -  <u>curb openings</u>, - - - - -  <u>acceleration/deceleration lanes</u>, - - - - -  <u>signs</u>, - - - - -  <u>exterior lighting</u> on buildings and parking lots, - -  <u>parking areas</u> (Including handicapped parking spaces, barrier-free building access, unloading areas), - - - - -  <u>recreation areas</u>, - - - - -  <u>common use areas</u>, - - - - -  <u>areas to be conveyed for public use and purpose</u>. -</p>	<p>✓</p>	<p><i>OK</i></p>
<p>Elevation of building front, side, and back.          Include Sign size, height, and design. Canopy heights extending over driveways accommodate Public Transportation</p>	<p>✓</p>	<p>See JBS plan for building elevations <i>OK</i></p>
<p>Source of utilities. Public water and sewer approval by Union Township Utility Coordinator prior to application.           public utilities are available <i>OK</i></p>	<p>✓</p>	<p>Note: Union Township policy is to issue sewer and water permits after application for a building permit. Applicant is advised to contact the utility department for availability prior to site plan review. The township does not coordinate other utility matters. Applicant to assure himself that site is suitable for septic systems, contact Central Michigan District Health Department (773 5921)</p>
<p>All dumpsters shall be screened from public view with an opaque fence or wall no less than six feet in height. Show location. (Note most refuse contractors require concrete pad to place dumpsters upon)</p>	<p>✓</p>	<p>No dumpster proposed <i>OK</i></p>
<p>The location and right-of-way width of all abutting roads, streets, alleys and easements.</p>	<p>✓</p>	<p><i>OK</i></p>
<p>A locational sketch drawn to scale giving the section number and the nearest crossroads.</p>	<p>✓</p>	<p>See location map <i>OK</i></p>
<p>The zoning of the subject property and the abutting properties.</p>	<p>✓</p>	<p><i>B</i></p>
<p>The location, height and type of fences and walls.</p>	<p>✓</p>	<p>Existing chain link fence and proposed relocation shown <i>✓</i></p>

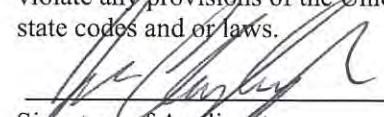
## Union Township Site Plan Review Application

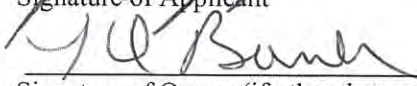
The location and detailed description of landscaping.	√	Existing screening shown and to be left in place
For multiple family and mobile home parks, contour intervals shall be shown (two foot intervals for average slopes ten percent and under and five foot intervals for slopes over ten percent). Topography, however, is encouraged to be shown on all site plans.	√	See topographic survey
The location of all existing and proposed structures on and within one hundred feet of the subject property's boundary.	√	
For apartments, provide a count of bedrooms per building and total count of bedrooms for the project.	N/A	

### COMMENTS

<p><i>Prior Variance for front yard applied</i></p>

I submit the site plan and this application as a true representation of existing and proposed conditions. I agree to install all features as shown and to abide by conditions placed upon approval of this plan by the Union Township Planning Commission. False or inaccurate information placed upon this plan may be cause for revocation of any permits issued pursuant to site plan approval and / or removal of work installed. Any changes to the Site Plan now or in the future must be approved by the Union Township Planning Commission or Zoning Administrator. Approval of this plan shall not constitute the right to violate any provisions of the Union Township Zoning Ordinance 1991-5, or other applicable building or state codes and or laws.

  
 \_\_\_\_\_  
 Signature of Applicant

  
 \_\_\_\_\_  
 Signature of Owner (if other than applicant)

12-3-13  
 \_\_\_\_\_  
 Date

12-3-13  
 \_\_\_\_\_  
 Date

PLEASE PLACE OUR REVIEW ON THE December 17, 2013 (INSERT DATE) PLANNING COMMISSION MEETING. An owners representative (WILL) / WILL NOT attend. You will not receive a reminder of the scheduled meeting.

## Union Township Site Plan Review Application

<u>Township use</u>	<u>Comments</u>
File # <u>1745</u>	<u>approve</u>
Fee Paid initial <u>[Signature]</u>	
Receipt # _____	
Date received _____	
Date review completed by Zoning Administrator _____	
Place on the _____ Planning Commission Agenda	
Planning Commission Decision _____	

ZBA

Engler moved Veldhuis supported to approve VRS969 – Isabella County 3480 S. Isabella Rd., variance of 13.8 SF from the requirements for total square footage of directional signs, and a total of 17.3 square foot coverage for 3 agency signs to allow for a 23.3 foot sign for four agencies on one parcel in a R-2A zone. **Ayes: all. Motion carried.**

2.) VS968 – Susan Murray, 2445 S. Isabella Rd., Variance for side yards

Applicant

Bill Brown of Sage Development stated that they would like a variance of 13.8 feet (east) and 12.2 (north) from the requirements for side yards adjacent to R zones to allow for 26.2 feet and 27.8 feet in a B-4 zone. This variance will allow a building that will conform with future zoning.

Public Hearing

**Opened at 7:16 p.m.**

Jack and Trudy Karr 5077 E. Broadway expressed their concerns on granting this variance.

**Closed at 7:18 p.m.**

ZBA

Veldhuis moved Warner supported to approve VS968 – Susan Murray, 2445 S. Isabella Rd., variance of 13.8 feet (east) and 12.2 feet (north) from the requirements for side yards adjacent to Residential zones to allow for 26.2 feet and 27.8 feet in a B-4 zone. **Ayes: 6. Engler abstained due to conflict of interest. Motion carried.**

3.) VS972 – Wm. And Marjorie Banks, 2199 Commerce Dr., Variance for front yard

John Stadtfeld of JBS Contracting representing B&B Oilfield Equipment stated that they are requesting a 34.5 foot variance to allow for a 40.5 foot front yard setback in an I-1 zone requiring a 75 foot front yard.

Public Hearing

**Opened at 7:31 p.m.**

No comments were offered.

**Closed at 7:32 p.m.**

ZBA

Engler moved Farling supported to approve VS972 – Wm. And Marjorie Banks, 2199 Commerce Dr. a 34.5 foot variance to allow for a 40.5 foot front yard setback in an I-1 zone. **Ayes: all. Motion carried.**

Other Business

1.) Appoint Vice-Chair

Engler submitted resignation as Vice-Chair.

Warner moved Farling supported to accept Engler’s resignation as Vice-Chair. **Ayes: all. Motion carried.**

Partie moved Warner supported to nominate Jim Horton as Vice-Chair. **Ayes: all. Motion carried. Horton elected Vice-Chair.**

JOB NUMBER: FLOOR PLAN, ELEVATIONS, & SCHEDULES  
 DRAWN BY: T.J.W.  
 REVIEWED BY: FIELD SUPERVISOR:  
 DATE: 10/17/13

ENGINEER'S SEAL:

B & B OILFIELD EQUIP.  
 MT. PLEASANT, MICHIGAN

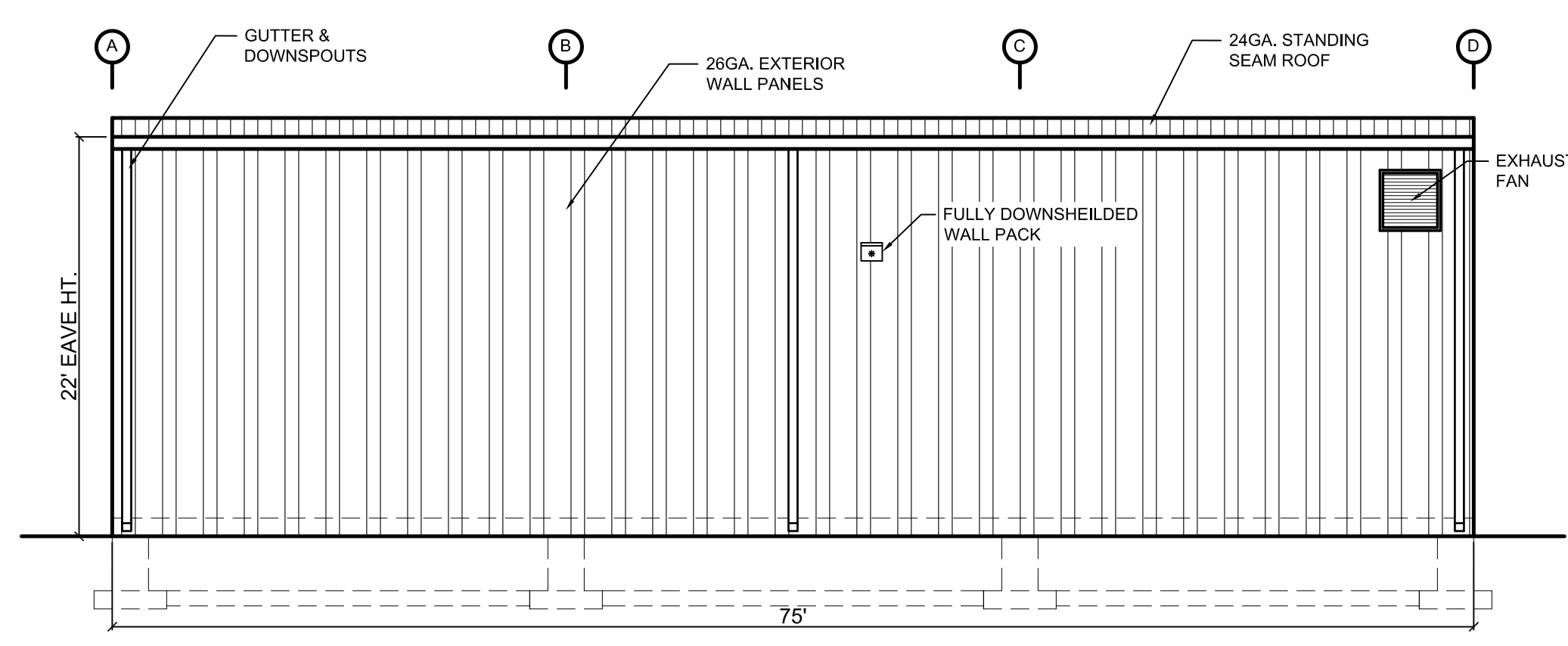
COMMERCIAL/INDUSTRIAL  
 CONSTRUCTION

**JBS Contracting Inc.**  
 1680 COVER PARKWAY  
 MT. PLEASANT, MI 48858  
 PH: (989) 772-9170  
 FAX: (989) 772-9172

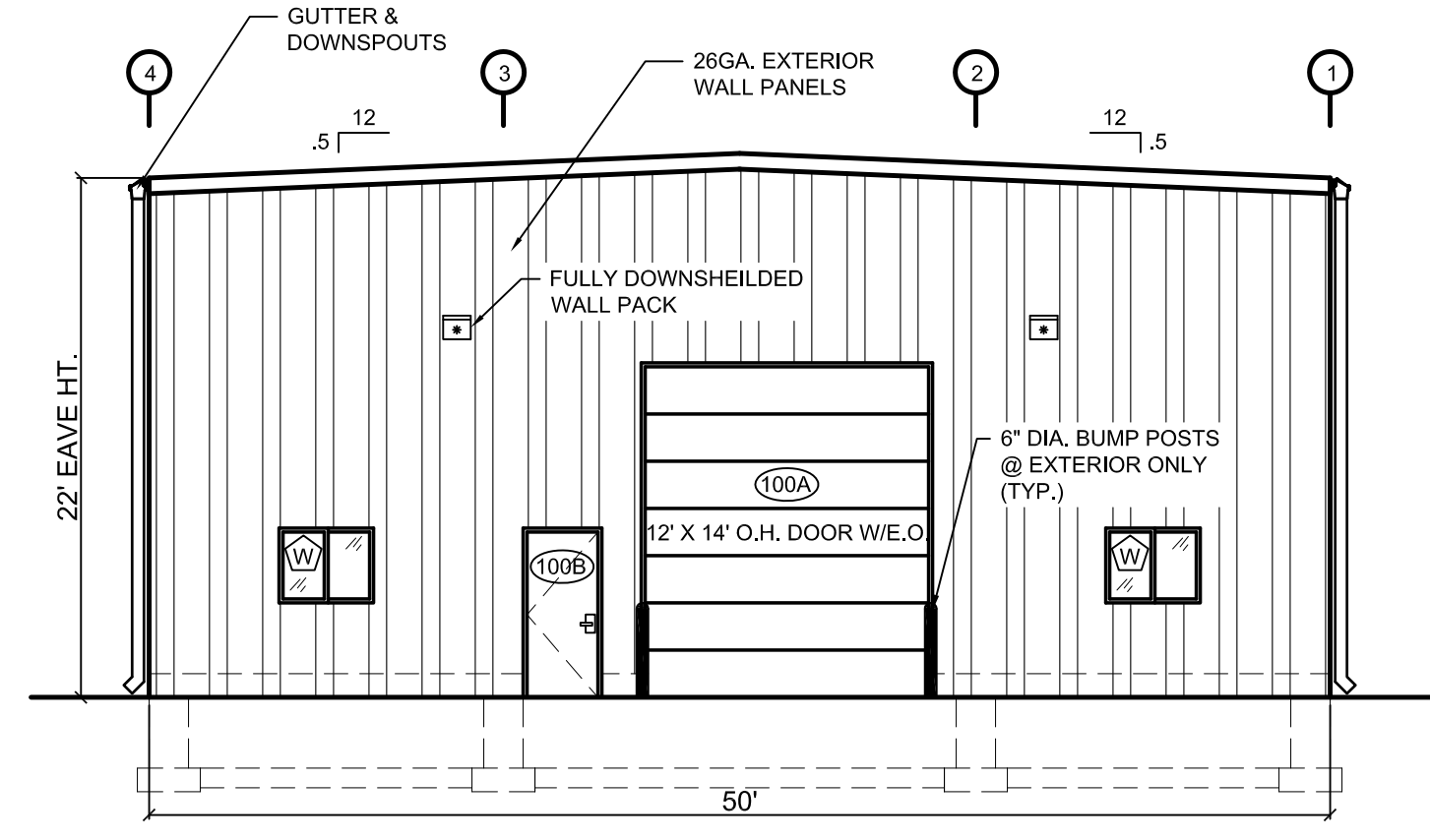
SCALE:  
 1/8" = 1'-0"

REVISIONS  
 DATE: CHANGE:  
**A1**

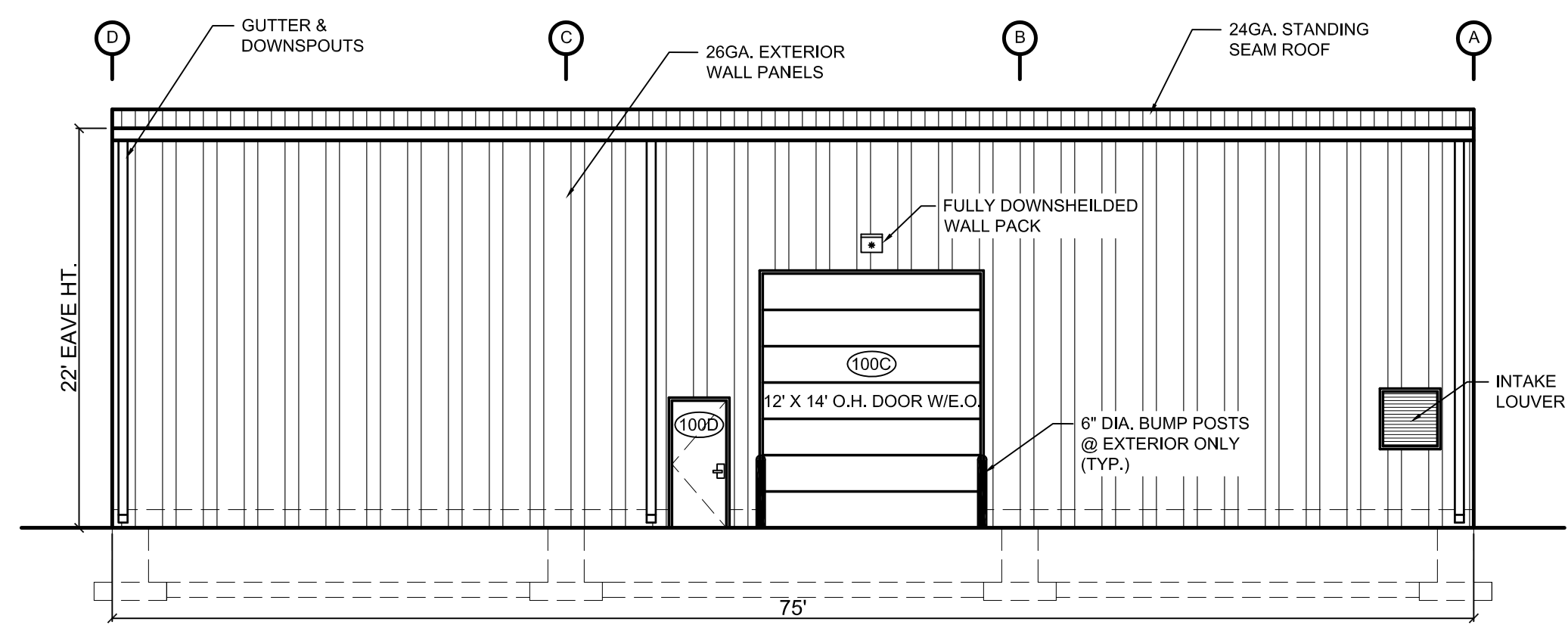
B & B OILFIELD EQUIP.



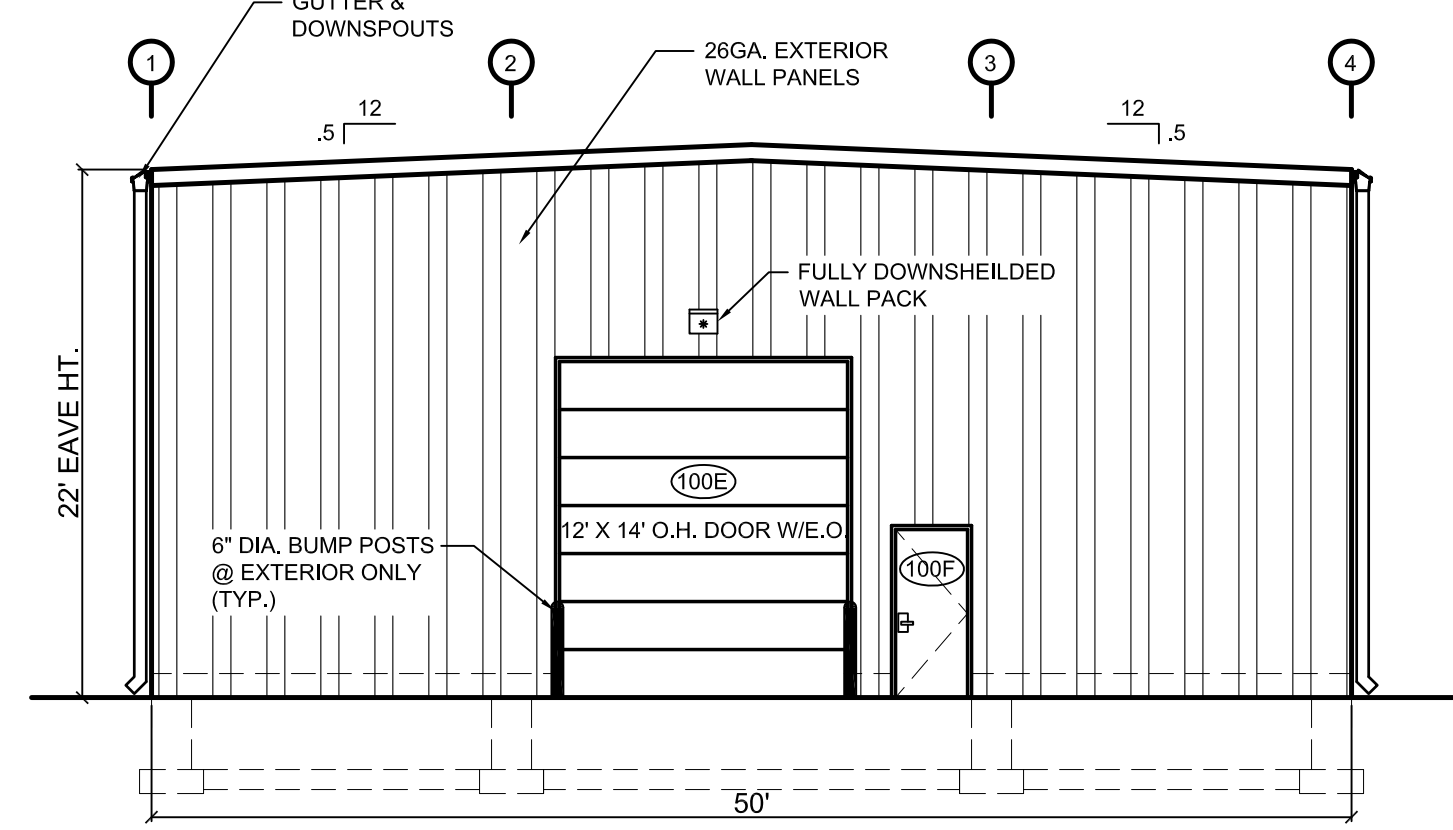
WEST ELEVATION  
 SCALE: 1/8" = 1'-0"



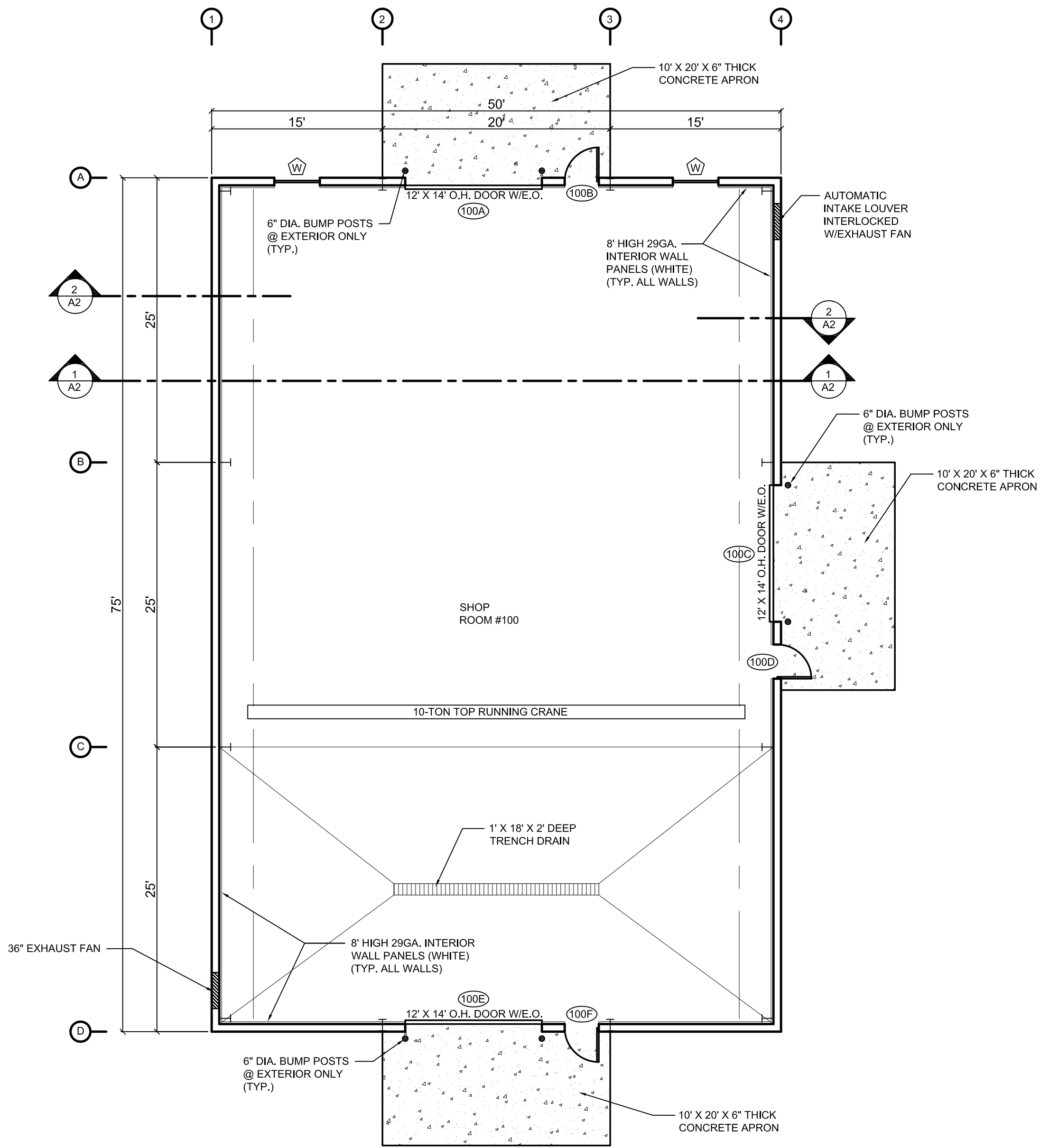
NORTH ELEVATION  
 SCALE: 1/8" = 1'-0"



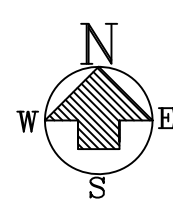
EAST ELEVATION  
 SCALE: 1/8" = 1'-0"



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



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



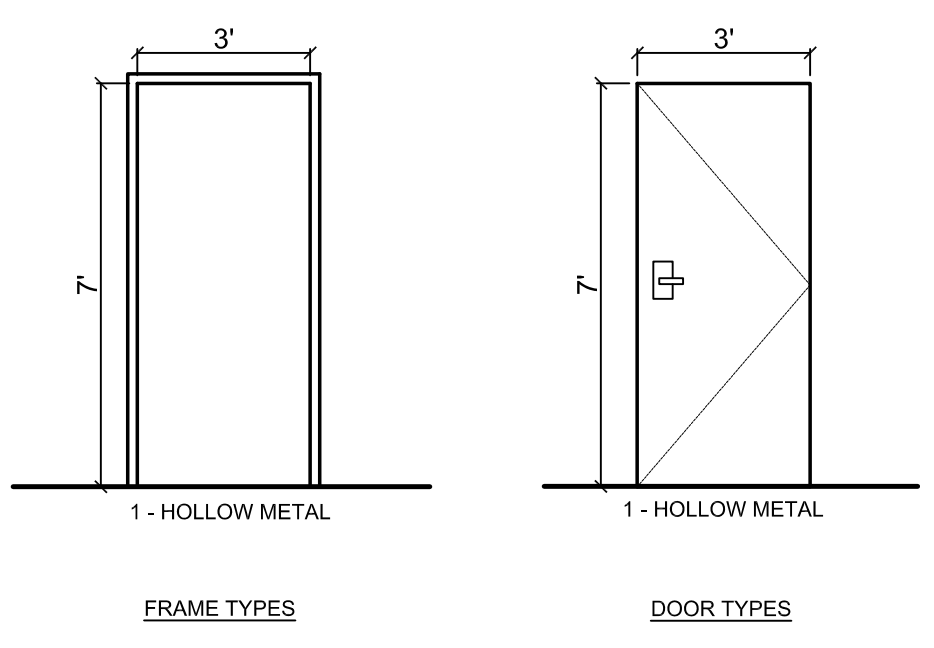
ROOM INFORMATION SCHEDULE									
ROOM NUMBER	ROOM NAME	FINISHES				INFO		REMARKS	
		FLOOR	BASE	WALLS	CEILING	RATING (HRS)	CEILING HEIGHT		
100	SHOP	SEALED CONCRETE	NONE	8" HIGH LINER PANELS	OPEN TO WHITE FACED INSULATION	...	...		

- GENERAL NOTES -- DOOR AND FRAME SCHEDULE
- OPENING NUMBER IS THE SAME AS THE NUMBER OF THE ROOM WHICH THE OPENING SERVES. SUB-LETTERS (A,B,C, ETC.) ARE ADDED TO THE NUMBER IN CASES WHERE MORE THAN ONE OPENING SERVES THE SAME ROOM.
  - DOOR TYPES ARE ALPHABETICALLY REFERENCED TO THEIR ILLUSTRATIONS UNDER "DOOR TYPES"
  - FRAME ELEVATIONS ARE ALPHABETICALLY REFERENCED TO THEIR ILLUSTRATIONS UNDER "FRAME ELEVATIONS"
  - ALL GLASS IN INTERIOR DOORS AND FRAMES SHALL BE 1/4" THICK SINGLE PANE GLASS UNLESS NOTED OTHERWISE.
  - ALL GLASS IN EXTERIOR DOORS AND FRAMES SHALL BE SEALED 1" INSULATING GLASS UNITS UNLESS NOTED OTHERWISE.
  - SAFETY GLASS MAY BE TEMPERED OR LAMINATED AT CONTRACTOR'S OPTION.
  - FIRE RESISTANCE RATED GLASS SHALL BE WIRED GLASS UNLESS NOTED OTHERWISE.
  - ALL GLASS SHALL BE CLEAR (NO TINT) UNLESS NOTED OTHERWISE.
  - ALL DOORS SHALL BE 1 3/4" THICK UNLESS NOTED OTHERWISE.
  - ALL HOLLOW METAL DOOR FRAMES TO BE WELDED FRAMES.

DOOR AND FRAME SCHEDULE											
DOOR NO.	ROOM NAME	DOORS				FRAMES		RATING (HOURS)	FRAME COLOR	HOUR SET #	REMARKS
		WIDTH	HEIGHT	TYP.	MAT.	SWING	TYP.				
100A	SHOP	12'-0"	14'-0"	HM	---	---	HM	---	---	1	BY METAL BUILDING SUPPLIER
100B	SHOP	3'-0"	7'-0"	1	HM	LHR	1	HM	---	---	
100C	SHOP	12'-0"	14'-0"	HM	---	---	HM	---	---	1	BY METAL BUILDING SUPPLIER
100D	SHOP	3'-0"	7'-0"	1	HM	LHR	1	HM	---	---	
100E	SHOP	12'-0"	14'-0"	HM	---	---	HM	---	---	---	
100F	SHOP	3'-0"	7'-0"	1	HM	RHR	1	HM	---	1	BY METAL BUILDING SUPPLIER

DOOR HARDWARE SCHEDULE	
SET #1 - EXTERIOR DOORS	4.5" X 4.5"
3 - HINGES	ENTRY
1 - LEVER LOCKSET	8.5# FORCE MIDGRADE
1 - CLOSER	36"
1 - THRESHOLD	1" X 36"
1 - WEATHER STRIP	36"
1 - DOOR SWEEP	

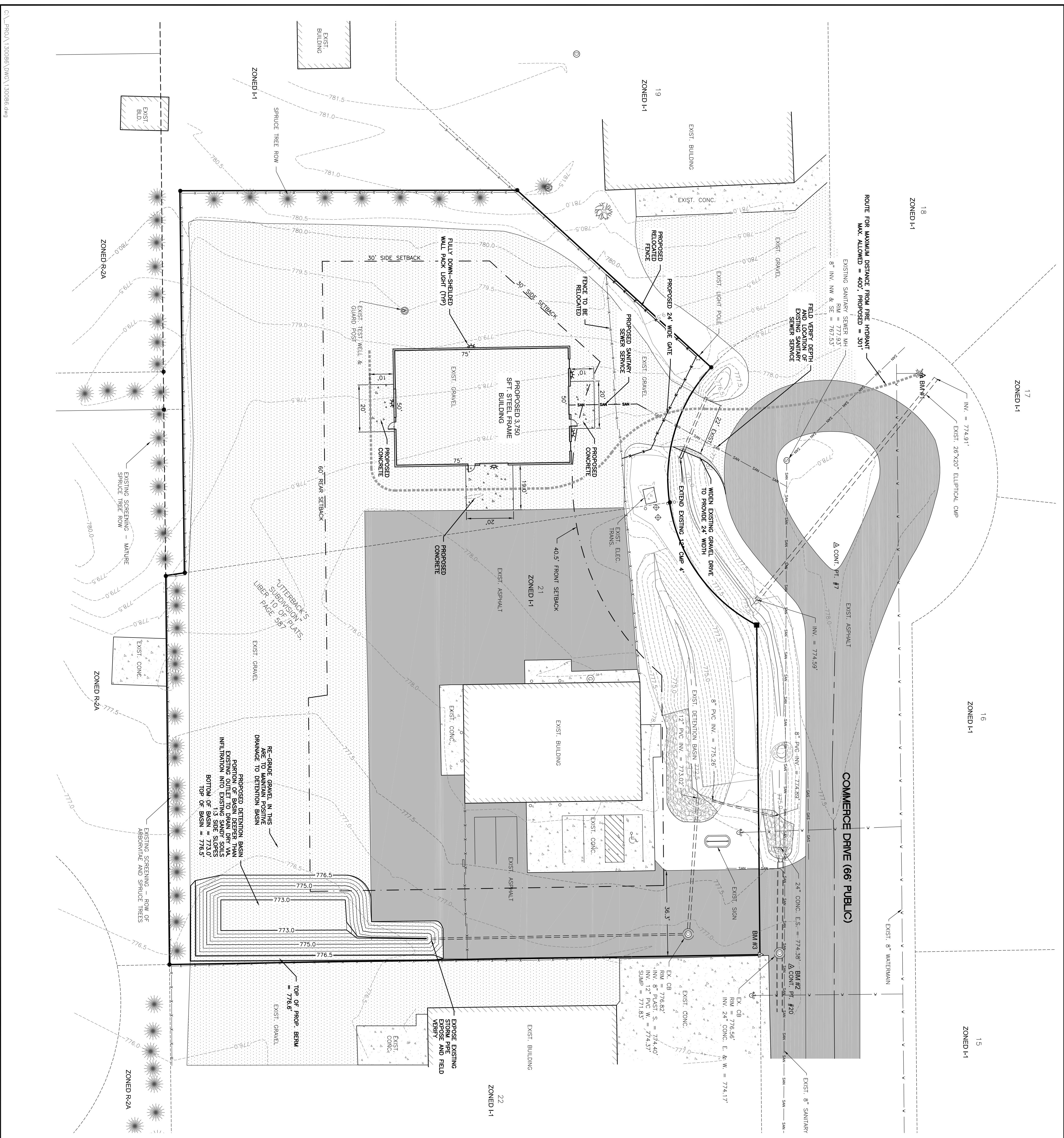
WINDOW SCHEDULE								
KEY	SIZE		R.O. SIZE		TYPE	GLAZING	QTY.	NOTES
	W	H	W	H				
W	65 1/2"	67 1/2"	36"	48"	COLORLED ALUM	SLIDER, 1" INSULATED, SOLAR COOL BRONZE REFLECTIVE GLAZE TINT	2	



REVISIONS	
DATE:	CHANGE:







**ZONING**

**PARCEL ZONING:** L-1, Light Industrial District

**LOT FRONTAGE:**  
Min. Required = 100 feet  
Provided = 267.61 feet

**LOT AREA:**  
Min. Required = 43,560 sq ft.  
Provided = 72,893.5 sq ft.

**BUILDING HEIGHT:**  
Max. allowed = 35 feet  
Proposed = 23 feet

**FRONT YARD**  
Min. Required = 40.5' Per variance approved by ZBA on April 7, 2004 (VSB972). (A)

**SIDE YARD**  
Min. Required = 30 feet (C)

**REAR YARD**  
Min. Required = 50 feet (C)

**LOT COVERAGE**  
Max. allowed = 40%  
Proposed = 10.3%

(A) On-street parking shall be permitted to occupy a portion of the required front yard, provided that there shall be maintained a minimum unobstructed and landscaped setback of ten (10) feet between the nearest point of the off-street parking areas, exclusive of access driveways and the nearest right-of-way line as indicated on the Major Thoroughfare Plan.

(C) A lot in the L-1 or L-2 District will provide a side and rear yard of at least sixty (60) feet in depth when abutting a residential use or District.

**PROPERTY OWNER**

H.A. BANKS INVESTMENTS, LLC  
(B & B OIL FIELD EQUIP. CORP.)  
MR. HALL A. BANKS  
P.O. BOX 492  
MT. PLEASANT, MI 48864-0492  
PHONE: (989) 773-6403

**PREPARED FOR**

JBS CONTRACTING  
P.O. BOX 370  
MT. PLEASANT, MI 48868  
PHONE: (989) 773-0770

**PARKING**

REQUIRED PARKING  
FABRICATING BUILDING = ONE (1) FOR EACH THREE (3) EMPLOYEES  
ON MAXIMUM SHIFT OR PEAK EMPLOYMENT PERIOD  
PARKING LOT SPACES FOR THIS FACILITY = 10 SPACES  
PARKING OWNERS FACILITY ON THE NORTH SIDE OF COMMERCE DRIVE  
REQUIRED PARKING SPACES = 4/3 = 1.33 OR 2 SPACES  
PROVIDED SPACES = 5 EACH

**BUILDING INFORMATION**

EXISTING BLD. AREA = 3,776 SFT.  
PROPOSED BLD. AREA = 3,750 SFT.  
TOTAL BUILDING AREA = 7,526 SFT.  
CONSTRUCTION TYPE = 3B

**PARCEL AREA**

72,893 SQ. FEET  
1.67 ACRES

72 HOURS  
**BEFORE YOU DIG**  
CALL MISS DIG  
TOLL FREE  
(800) 482-1771



REVISIONS		
NO.	DATE	DESCRIPTION
1		

**SITEPLAN**

PROJECT NAME:  
**B & B OILFIELD EQUIPMENT  
Section 21, T14N., R4W, Union Township,  
Isabella County, Michigan**

**LORENZ SURVEYING & ENGINEERING, INC.**

3229 W. Beal City Road Phone: (989) 644-5953  
Weidman, Michigan 48893 Fax: (989) 644-8659  
plorenz@winntel.net

JOB NO. 130086  
SCALE: 1"=20'  
DRAWN BY: TPL  
DATE: 12/03/13  
SHEET NO. **C2**