

# MANISTEE CITY PLANNING COMMISSION

Meeting of Thursday, April 7, 2011

7:00 p.m. - Council Chambers, City Hall, 70 Maple Street,  
Manistee, Michigan

## AGENDA

### I Call to Order

### II Roll Call

### III Approval of Agenda

At this time the Planning Commission can take action to approve the April 7, 2011 Agenda.

### IV Approval of Minutes

At this time Planning Commission can take action to approve the March 3, 2011 meeting Minutes.

### V Public Hearing

None

### VI Public Comment on Agenda related items

### VII New Business

#### **PC-2011-04 Robert Burmeister, 545 Maple Street – Accessory Structure Architectural Compatibility**

Robert Burmeister, 545 Maple Street would like to construct a new detached garage (accessory structure) that would be approximately 24' in height. Under Section 515.D of the Zoning Ordinance Mr. Burmeister is requesting a higher structure to achieve architectural compatibility with the principal building. The Ordinance limits accessory buildings to 18 feet in height.

At this time the Planning Commission could approve/deny the request from Robert Burmeister to allow the construction of an accessory structure up to 24 feet in height to achieve architectural compatibility with the principal building as allowed under Section 515.D of the Zoning Ordinance.

#### **PC-2011-05 DSLT, Inc./Perrin Properties LLC – Parcel Split**

A request has been received from DSLT, Inc and Perrin Properties LLC for a Parcel Split. The request is to remove the former Sales Office at Harbor Village from parcel #51-202-300-00 as shown on survey prepared by Abonmarche Job No. 10-0414.

At this time the Planning Commission could make a recommendation to City Council to approve/deny the request for a parcel split from DSLT, Inc./Perrin Properties LLC to remove the former Sales Office at Harbor Village from parcel #51-202-300-00 as shown on survey prepared by Abonmarche Job No. 10-0414.

## **VIII Old Business**

### **Community Garden**

The Planning Commission began discussion at their March Meeting to develop language for Community Garden's. Staff has drafted an ordinance for the Planning Commission to review.

### **Residential Wind Turbines**

A request was received at the March Planning Commission meeting asking the Commission to discuss the possibility of developing language to allow Residential Wind Turbines.

## **IX Public Comments and Communications**

At this time the Chair will ask if there are any public comments.

## **X Correspondence**

At this time the Chair will ask if any correspondence has been received to be read into the record.

## **XI Staff/Sub-Committee Reports**

At this time the Chair will ask Staff for their report.

At this time the Chair will ask if any of the Sub-Committees have anything to report.

## **XII Members Discussion**

At this time the Chair will ask members of the Planning Commission if they have any items they want to discuss.

## **XIII Adjournment**



Planning & Zoning  
Community Development  
231.398.2805  
Fax 231.723-1546  
www.ci.manistee.mi.us

## MEMORANDUM

TO: Planning Commissioners

FROM: Denise Blakeslee  
Planning & Zoning 

DATE: March 30, 2011

RE: April 7, 2011 Meeting

Commissioners, attached is a copy of the April 7, 2011 Planning Commission Meeting Packet for your review. We have the following items on the Agenda:

**PC-2011-04 Robert Burmeister, 545 Maple Street – Accessory Structure Architectural Compatibility** - Robert Burmeister, 545 Maple Street would like to construct a new detached garage (accessory structure) that would be approximately 24' in height. Under Section 515.D of the Zoning Ordinance Mr. Burmeister is requesting a higher structure to achieve architectural compatibility with the principal building.

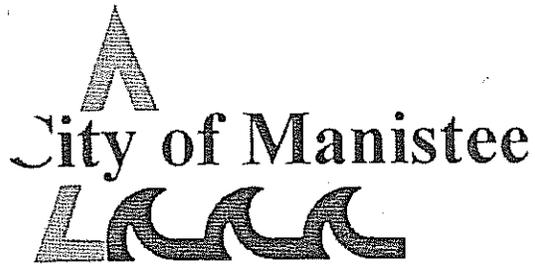
**PC-2011-05 DSLT, Inc./Perrin Properties LLC – Parcel Split** - A request has been received from DSLT, Inc and Perrin Properties LLC for a Parcel Split. The request is to remove the former Sales Office at Harbor Village from parcel #51-202-300-00 as shown on survey prepared by Abonmarche Job No. 10-0414.

**Community Garden** – Staff has drafted an ordinance for the Planning Commission to review.

**Residential Wind Turbines** – Staff has drafted discussion points relating to Residential Wind Turbines.

If you are unable to attend the meeting please call me at 398-2805.

JRR:djb



## MEMORANDUM

Planning & Zoning  
Community Development  
231.398.2805  
Fax 231.723-1546  
[www.ci.manistee.mi.us](http://www.ci.manistee.mi.us)

TO: Planning Commissioners

FROM: Jon R. Rose, Community, Development Director 

DATE: March 24, 2011

RE: Robert Burmeister, 545 Maple Street

Commissioners, we have received a request from Robert Burmeister, 545 Maple Street. Mr. Burmeister would like to construct an accessory structure (detached garage) on his property. The proposed detached garage will be 24 feet in height. Under Section 515. D of the Zoning Ordinance, he is requesting approval from the Planning Commission for a higher structure.

Section 515.D reads:

### **SECTION 515 ACCESSORY BUILDINGS AND STRUCTURES**

- D. An accessory building and structure in the R-1, R-2, R-3 and R-4 Districts shall not be higher than eighteen (18) feet and side walls shall not be higher than twelve (12) feet, unless a higher structure is approved by the Planning Commission and the Historic District Commission (if applicable) to achieve architectural compatibility with the principal building.

A copy of the request including a picture of the home and elevation of the proposed garage is enclosed for your consideration.

JRR:djb

We are requesting a dispensation  
of overall height for the new garage up to 24'.  
This gives the garage a similar roof  
pitch and appearance of the existing house.

Robert Summerster  
545 Maple St  
Manistee, MI, 49660

**Image/Sketch for Parcel: 51-647-709-11**

[Back to Non-Printer Friendly Version] [Send To Printer]

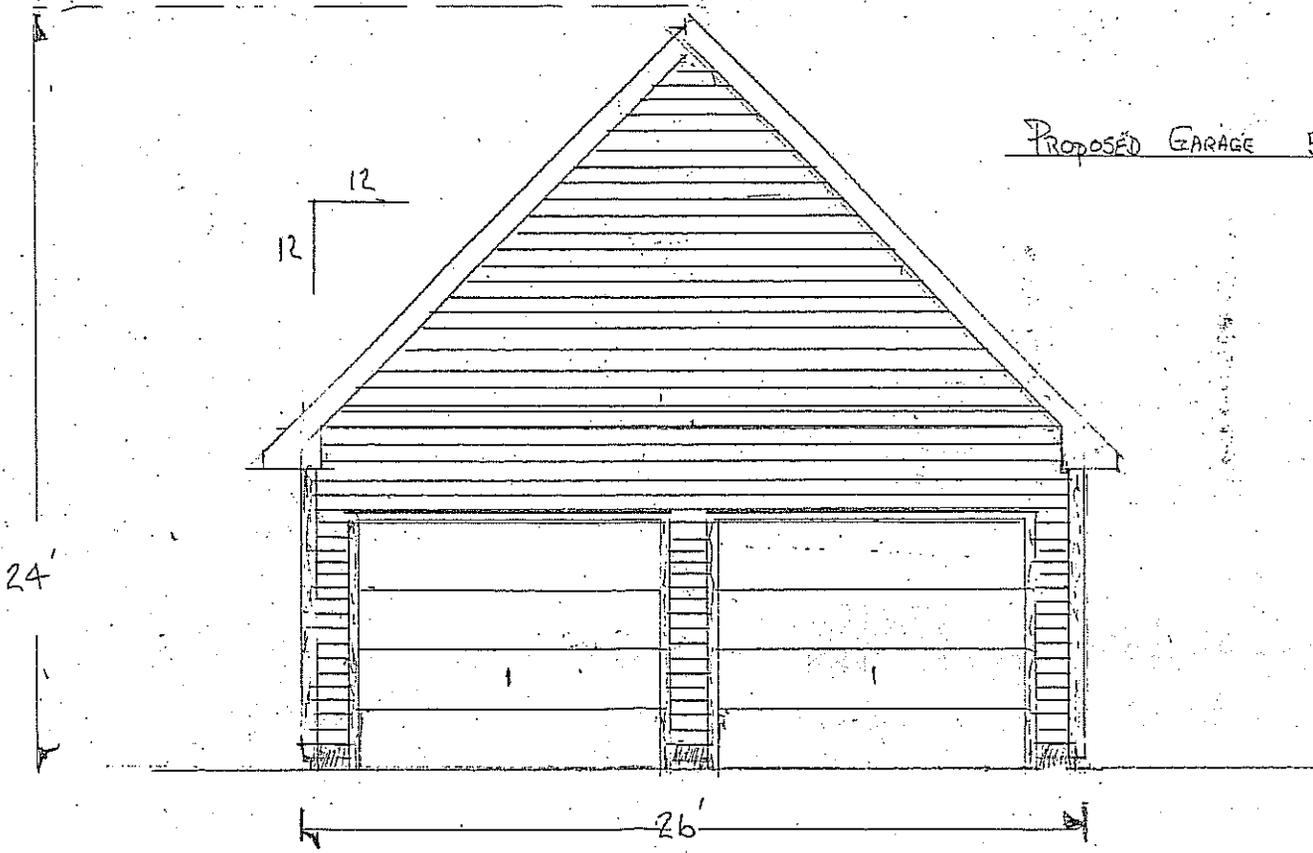
**Caption:** 3 SIDE 05-12-04



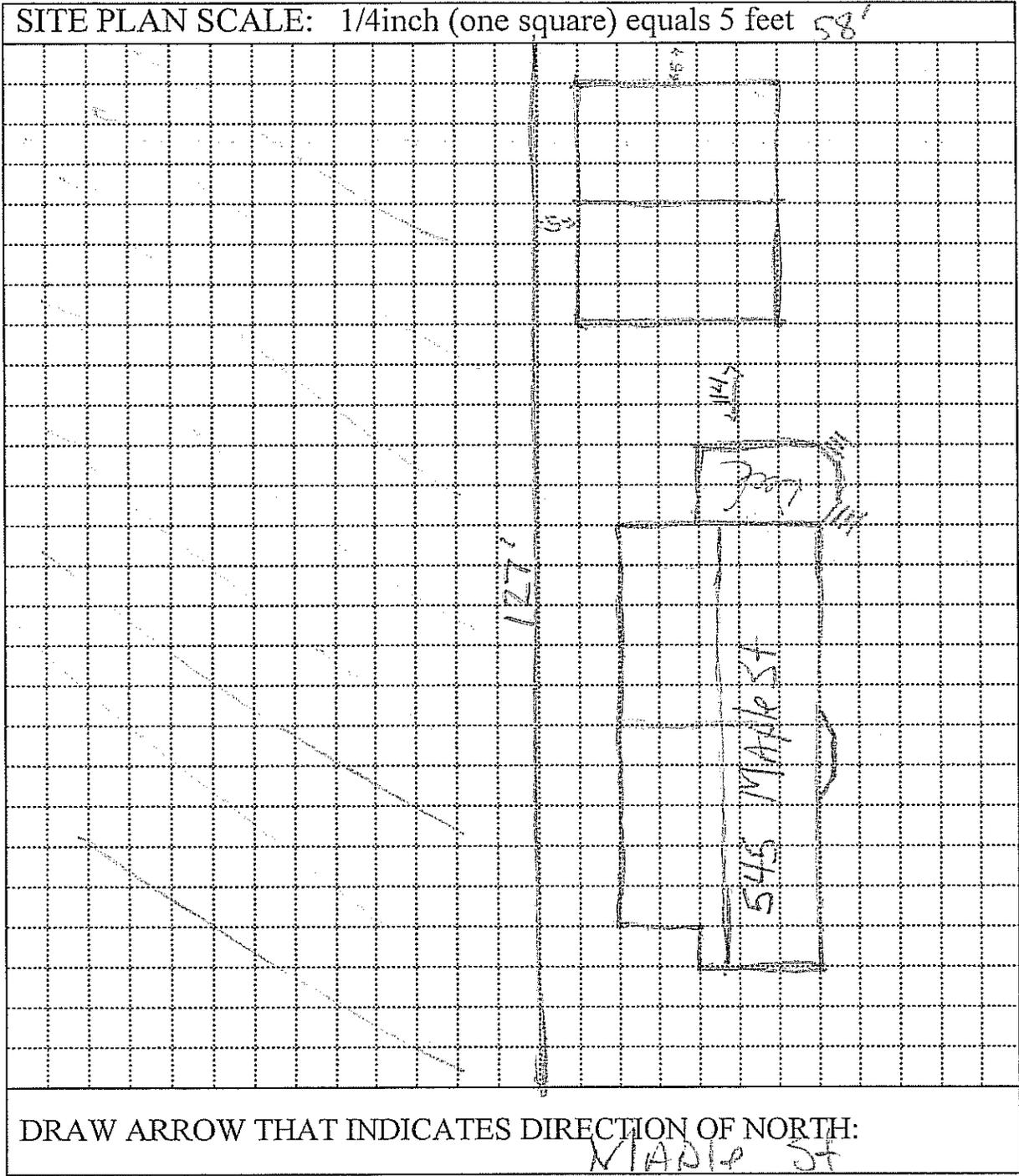
**\*\*Disclaimer:** BS&A Software provides this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

[Privacy Policy](#)

PROPOSED GARAGE 535 MAPLE



For simple site plans this sheet is provided for convenience.  
 Other site plans containing all required information may be submitted.



Set back  
 5' on North and East  
 14' on West to deck  
 29' on South

6th St

Proposed Development: \_\_\_\_\_

Name and Address of Preparer: \_\_\_\_\_

Date: \_\_\_\_\_ Parcel Area: \_\_\_\_\_



Planning & Zoning  
Community Development  
231.398.2805  
Fax 231.723-1546  
[www.ci.manistee.mi.us](http://www.ci.manistee.mi.us)

## MEMORANDUM

---

TO: Planning Commissioners

FROM: Jon R. Rose, Community, Development Director 

DATE: March 28, 2011

RE: DSLT Inc/ Perrin Properties LLC – Parcel Split

Commissioners, we have received a request from DSLT Inc/Perrin Properties LLC for a Parcel Split. This request is to split the former sales office at Harbor Village from the Master Association. Included in the request is the Easement Agreement for Ingress, Egress and Parking that was missing from the request that was denied by the Planning Commission last month.

With this information provided Planning Commission can make a recommendation to City Council.

JRR:djb

## Request to Split a Parcel

Name and Address of Applicant: DSLT, INC., 970 N.  
RIVERSIDE AVENUE, ST. CLAIR, MI 48079

X Signature Frederick S. Moore

Phone Numbers: Home 810-329-2464 Work 810-329-3100

Name and Address of other parties who have an interest: PERRIN  
PROPERTIES LLC, A MICHIGAN LIMITED  
LIABILITY COMPANY

Signature \_\_\_\_\_

Phone Numbers: Home \_\_\_\_\_ Work \_\_\_\_\_

Parcel Identification Numbers for all parcels involved: 51-51-202-300-00

Reason for request: INFORMATION CENTER (PRIVATE  
PROPERTY) AND MASTER ASSOCIATION  
HOLDINGS ARE UNDER ONE PARCEL CODE

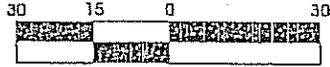
Attach a sketch or site plan of all parcels involved in the request. The sketch must include the location of buildings and/or structures, building set-backs, streets, street names and lot dimensions.

Fee: \$100.00 for first split + \$50.00 for each additional split. Receipt # 23127

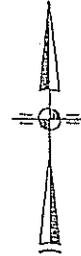
# CERTIFICATE OF SURVEY

I, PATRICK G. BENTLEY, LICENSED PROFESSIONAL SURVEYOR NO. 47944 IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND.

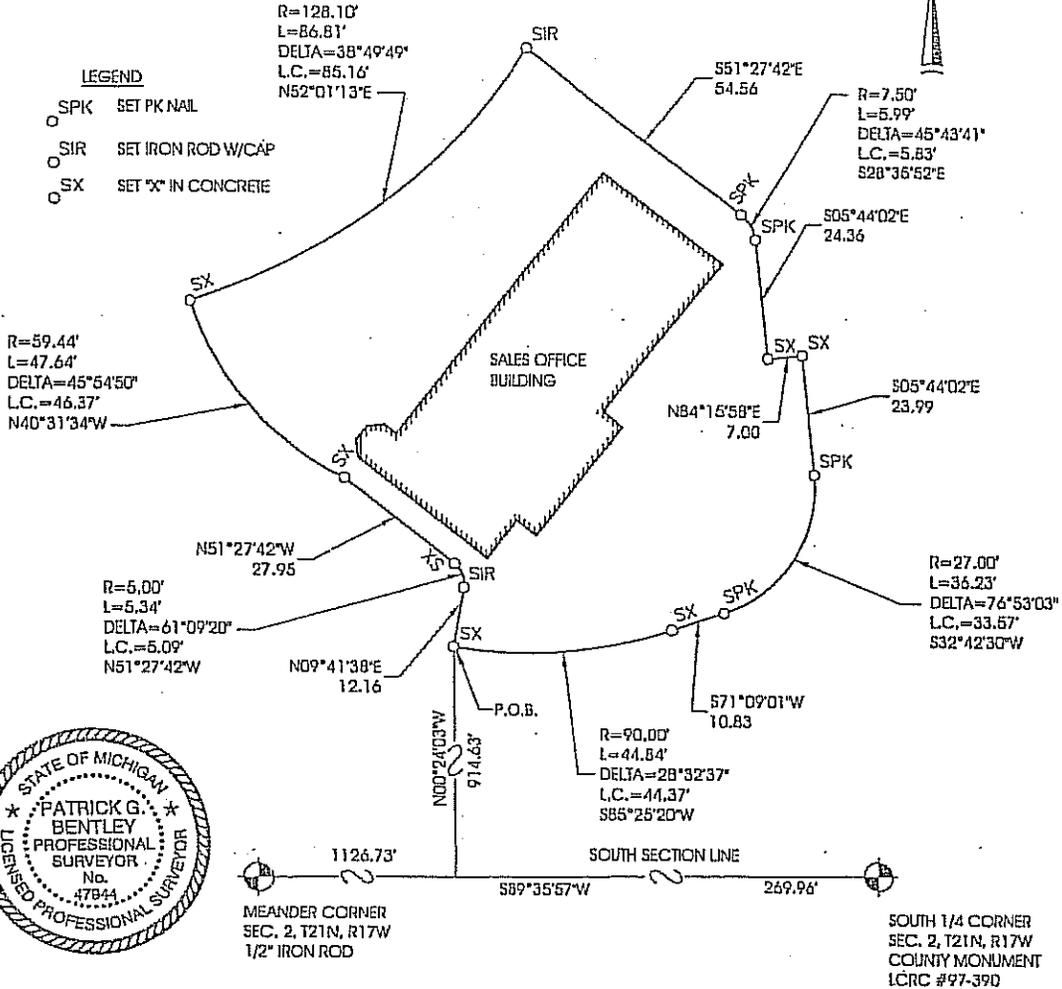
SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION.



NOTE:  
THE BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 2 AS RECORDED IN THE DEED - DOCUMENT NUMBER: 2009R006463.



- LEGEND**
- SPK SET PK NAIL
  - SIR SET IRON ROD W/CAP
  - SX SET "X" IN CONCRETE



*Patrick G. Bentley*  
 PATRICK G. BENTLEY  
 LICENSED PROFESSIONAL SURVEYOR No. 47944  
 ABONMARCHE CONSULTANTS, INC.

7-2-10  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:  <b>FIRST MICHIGAN BANK</b>	 <b>ABONMARCHE</b> Confidence By Design 361 First Street Monticue, NJ 07860 T 231.723.1198 F 231.723.1194 www.abonmarche.com BENTON HARBOR, MI.    SOUTH BEND, IN.    FORT WAYNE, IN.	ENGINEERING ARCHITECTURE MARINA/WATERFRONT SURVEYING LANDSCAPE ARCHITECTURE PLANNING	
		DATE: JUNE 30, 2010	SCALE: 1" = 30'
		DRAWN BY: PGB	SEC. 2    T. 21N.    R. 17W.
		APPROVED BY: -	TWP: -

JOB NO. 10-0414

# CERTIFICATE OF SURVEY

I, PATRICK G. BENTLEY, LICENSED PROFESSIONAL SURVEYOR NO. 47944 IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND.

**PARCEL 1:** FROM DEED RECORDED IN DOCUMENT NUMBER 2009R006463, MANISTEE COUNTY RECORDS.

PART OF SECTION TWO (2), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE SEVENTEEN (17) WEST DESCRIBED BELOW:

A PARCEL OF LAND LOCATED IN THE SOUTH-WEST ONE-QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 WEST, CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

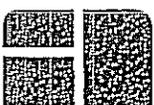
COMMENCING AT THE SOUTH ONE-QUARTER POST OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 WEST, CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN; THENCE SOUTH 89°35'57" WEST 269.96 FEET; THENCE NORTH 00°24'03" WEST 914.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 09°41'38" EAST, 12.16 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 61°09'20"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 5.34 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20°53'02" WEST, A DISTANCE OF 5.09 FEET; THENCE NORTH 61°27'42" WEST, 27.95 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 69.44 FEET AND A CENTRAL ANGLE OF 45°54'50"; THENCE NORTH-WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 47.64 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 40°31'34" WEST, A DISTANCE OF 46.37 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 128.10 FEET AND A CENTRAL ANGLE OF 38°49'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 86.81 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 52°01'13" EAST, A DISTANCE OF 85.16 FEET; THENCE SOUTH 51°27'42" EAST 54.56 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 7.50 FEET AND A CENTRAL ANGLE OF 45°43'41"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 5.99 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°35'52" EAST, A DISTANCE OF 5.83 FEET; THENCE SOUTH 05°44'02" EAST, 24.36 FEET; THENCE NORTH 84°15'58" EAST, 7.00 FEET; THENCE SOUTH 05°44'02" EAST, 23.99 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 27.00 FEET AND A CENTRAL ANGLE OF 76°53'03"; THENCE SOUTH-WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 36.23 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 32°42'30" WEST, A DISTANCE OF 33.57 FEET; THENCE SOUTH 71°09'01" WEST, 10.83 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 28°32'37"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 44.84 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 85°25'20" WEST, A DISTANCE OF 44.37 FEET TO THE POINT OF BEGINNING.



*Patrick G. Bentley*  
 PATRICK G. BENTLEY  
 LICENSED PROFESSIONAL SURVEYOR No. 47944  
 ABONMARCHÉ CONSULTANTS, INC.

7-2-10  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:  <b>FIRST MICHIGAN BANK</b>	 <b>ABONMARCHÉ</b> Confidence By Design	341 First Street Manistee, MI 49860 T 231.723.1198 F 231.723.1194 www.abonmarche.com	ENGINEERING ARCHITECTURE MARINA/WATERFRONT SURVEYING LANDSCAPE ARCHITECTURE PLANNING
	SOUTH HARBOR, MI.      SOUTH BEND, IN.      FORT WAYNE, IN.		
	DATE: JUNE 30, 2010	SCALE: N.A.	
	DRAWN BY: PGB	SEC. 2    T. 21N.    R. 17W.	
APPROVED BY: -	TWP: -		

JOB NO. 10-0414

EASEMENT AGREEMENT FOR  
INGRESS AND EGRESS AND PARKING

THIS EASEMENT AGREEMENT FOR INGRESS AND EGRESS AND PARKING ("Easement Agreement") is made and entered into this 23<sup>rd</sup> day of March, 2011, by and between **DSLIT, Inc.** (the "Grantor") a Michigan corporation whose address is 970 Riverside Ave., St. Clair, Michigan 48079 and **Perrin Properties LLC**, a Michigan limited liability company (the "Grantee") whose address is c/o DAR Development, Inc. 5500 Northland Drive, NE, Grand Rapids, Michigan 49525.

RECITALS

- A. Grantor DSLIT, Inc., is a Michigan corporation, which was the original developer of the Harbor Village at Manistee Beach project (the "Project") located in Manistee, Michigan.
- B. Grantee acquired the former sales center building located in the Project (the "Building") which is located on the real property which is legally described on attached **Exhibit B** (the "Grantee's Property").
- C. The Grantor is the owner of contiguous real property, including a parking lot and a road commonly known as Marina Drive which is located on the real property which is legally described on attached **Exhibit A**. Marina Drive is contiguous to, touches upon, and intersects with Monroe Street which is a public road. The Grantee needs to use Marina Drive for ingress and egress to Monroe Street and the use of four (4) of the parking spaces to benefit the Building.
- D. For good and valuable consideration, receipt of which is acknowledged, Grantor has agreed to grant to Grantee a non-exclusive easement to use Marina Drive for ingress and egress and an exclusive right and easement to use four (4) parking spaces within the parking area.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Incorporation of RECITALS and Exhibits. The above RECITALS are true and correct and the RECITALS and Exhibits A and B are incorporated by reference into this Easement Agreement as though fully set forth herein.

2. Ownership and Authority. Grantor hereby represents and warrants that it is the sole owner of the real property described on Exhibit A, and that it has the lawful right and authority to enter into the Easement Agreement. The Grantee hereby represents and warrants that it has the lawful right and authority to enter into the Easement Agreement.
3. Grant of Easements. Grantor hereby grants to Grantee and its respective employees, members, tenants, invitees, guests, customers, successors and assigns: (a) an irrevocable non-exclusive easement and the right to use Marina Drive for ingress and egress; and (b) an irrevocable, exclusive easement and right to use four (4) parking spaces within the parking lot (the "Parking Spaces") all lying within the area described in Exhibit A.
4. Non-Exclusive Grant. The right of ingress and egress being granted to the Grantee under this Easement Agreement is non-exclusive and may be shared by others who may have the right to use Marina Drive. The right to use the Parking Spaces shall be exclusive to the Grantee.
5. Easement to Run with Land and Be Perpetual. This Easement Agreement and all other covenants, agreements, rights and obligations created hereby shall run with the land and shall be appurtenant to the property described in Exhibit B. The Easement Agreement and all covenants, agreements, rights and obligations of Grantor and Grantee with respect to the Easement Agreement set forth herein shall commence as of the date hereof and shall continue in perpetuity.
6. Maintenance. Grantee and its respective successors and assigns, at their expense, shall be responsible for the repair and maintenance of Marina Drive and the Parking Spaces (including any road improvements) in order to adequately maintain Marina Drive and the Parking Spaces and related drainage facilities to permit all weather access. Such repair, maintenance and improvements shall include, but not be limited to, snow and ice removal, removing debris, filling of chuck holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, maintaining signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve Marina Drive and the Parking Spaces for all weather road purposes. The cost of such maintenance shall be allocated three-fourth (3/4<sup>th</sup>) to the Grantor and its successors and assigns and one-fourth (1/4<sup>th</sup>) to the Grantee and its successors and assigns..
7. Insurance. Grantee and its successors and assigns shall purchase and keep in effect public liability and property damage insurance for the benefit of Grantor and its successors and assigns in amounts and with insurers acceptable to Grantor. Grantee, upon request, shall deliver certificates evidencing such policies to Grantor. Grantor and its successors and assigns shall be named as an additional insured on such policies. Each such policy shall provide that such policy shall not be canceled without thirty (30) days advance written notice to Grantor.
8. Recordation. Grantor or Grantee may record this Easement Agreement in the records of the Manistee County Register of Deeds.

9. Consideration. The Grantee, in consideration of this Easement Agreement, shall pay Grantor One Dollar (\$1.00), the receipt of which is acknowledged by Grantor.
10. Indemnification as to Breach. Each party, its successors and assigns, shall indemnify, hold harmless and, upon request, defend each of the other parties, and their respective successors and assigns, from and against any and all losses, damages, liabilities and obligations of any kind or nature (including, without limitation, attorneys fees and court costs) arising out of or relating to a breach of or a default under this Easement Agreement by such party.
11. Binding. The covenants, agreements, rights and obligations of each Grantee and their respective successors and assigns under this Agreement shall be joint and several. This Easement Agreement shall be binding on and benefit the parties hereto, including their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Easement Agreement on the date first above written.

Grantor, DSLT Inc.

By: Frederick S. Manve  
 Its: President

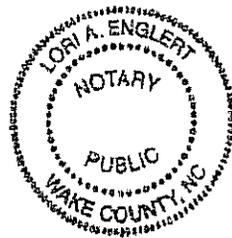
STATE OF NORTH CAROLINA

COUNTY OF Wake -38-

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March 2011, by Frederick S. Manve, its President, a Michigan corporation by

Lori A. Englert  
 Notary Public  
Wake County, North Carolina

My commission expires: 08/25/2012



Grantee, Perrin Properties, LLC a Michigan limited liability company

By: *Perry Perrin*

Its: *Member*

STATE OF MICHIGAN

-ss-

COUNTY OF *Kent*

The foregoing instrument was acknowledged before me this *23<sup>rd</sup>* day of *March*, 2011, by *Perrin Properties*, an *LLC*, by *Perry Perrin* its *Member*.

*[Signature]*  
*Richard H. Koster*

Notary Public  
*Kent* County, Michigan  
Acting in *Kent* County, Michigan  
My commission expires: *11-23-2011*

Prepared by:  
Robert W. Parker, Esq.  
Smith Haughey Rice & Roegge  
101 N. Park Street, Suite 100  
Traverse City, MI 49684  
231-929-4878

EXHIBIT A

A parcel of land located in Section 2, Township 21 North, Range 17 West, City of Manistee, Manistee County, Michigan, more particularly described as follows:

Commencing at the South one quarter post of said Section 2; thence South 89 degrees 35 minutes 57 seconds West, 274.78 feet; thence North 0 degrees 24 minutes 03 seconds West, 870.83 feet, to the point of beginning of the herein described parcel; thence North 14 degrees 27 minutes 23 seconds West, 19.41 feet; thence North 20 degrees 29 minutes 55 seconds East, 26.73 feet to the point of curvature of a non-tangent curve, said curve having a radius of 90.00 feet and a central angle of 28 degrees 32 minutes 37 seconds; thence Easterly along the arc of said curve to the left, a distance of 44.84 feet, said arc subtended by a chord which bears North 85 degrees 25 minutes 20 seconds East, a distance of 44.37 feet; thence North 71 degrees 09 minutes 01 seconds East, 10.83 feet to the point of curvature of a tangent curve, said curve having a radius of 27.00 feet and a central angle of 76 degrees 53 minutes 03 seconds; thence Northeasterly along the arc of said curve to the left, a distance of 36.23 feet, said arc subtended by a chord which bears North 32 degrees 42 minutes 30 seconds East, a distance 33.57 feet; thence North 5 degrees 44 minutes 02 seconds West, 23.99 feet; thence North 84 degrees 15 minutes 58 seconds East, 65.00 feet; thence South 5 degrees 44 minutes 02 seconds East, 9.23 feet to the point of curvature of a tangent curve, said curve having a radius of 10.00 feet and a central angle of 100 degrees 42 minutes 49 seconds; thence Southeasterly along the arc of said curve to the left, a distance of 17.58 feet, said arc subtended by a chord which bears South 56 degrees 05 minutes 26 seconds East, a distance 15.40 feet, to the point of curvature of a non-tangent curve, said curve having a radius of 25.00 feet and a central angle of 31 degrees 15 minutes 07 seconds; thence Northeasterly along the arc of said curve to the left, a distance of 13.64 feet, said arc subtended by a chord which bears North 57 degrees 55 minutes 35 seconds East, a distance of 13.47 feet to the point of curvature of a reverse curve, said curve having a radius of 25.00 feet, and a central angle of 42 degrees 15 minutes 05 seconds; thence Northeasterly along the arc of said curve to the right, a distance of 18.44 feet, said arc subtended by a chord which bears North 63 degrees 25 minutes 34 seconds East, a distance of 18.02 feet to the point of curvature of a compound curve, said curve having a radius of 550.26 feet, and a central angle of 1 degree 44 minutes 34 seconds; thence Easterly along the arc of said curve to the right, a distance of 16.74 feet, said arc subtended by a chord which bears North 85 degrees 25 minutes 24 seconds East, a distance of 16.74 feet to the point of curvature of a non-tangent curve, said curve having a radius of 119.37 feet and a central angle of 6 degrees 49 minutes 21 seconds; thence Northerly along the arc of said curve to the right, a distance of 14.21 feet, said arc subtended by a chord which bears North 12 degrees 16 minutes 19 seconds West, a distance of 14.21 feet to the point of curvature of a non-tangent curve, said curve having a radius of 10.00 feet and a central angle of 84 degrees 02 minutes 59 seconds; thence Southeasterly along the arc of said curve to the left, a distance of 14.67 feet, said arc subtended by a chord which bears South 50 degrees 53 minutes 08 seconds East, a distance of 13.39 feet to the point of curvature of a reverse curve, said curve having a radius of 555.26 feet, and a central angle of 2 degrees 54 minutes 50 seconds;

thence Easterly along the arc of said curve to the right, a distance of 28.24 feet, said arc subtended by a chord which bears North 88 degrees 32 minutes 48 seconds East, a distance of 28.24 feet to the point of curvature of a compound curve, said curve having a radius of 55.00 feet, and a central angle of 33 degrees 29 minutes 27 seconds; thence Easterly along the arc of said curve to the right, a distance of 32.15 feet, said arc subtended by a chord which bears South 73 degrees 15 minutes 03 seconds East, a distance of 31.69 feet to the point of curvature of a reverse curve, said curve having a radius of 45.00 feet, and a central angle of 28 degrees 05 minutes 24 seconds; thence Easterly along the arc of said curve to the left, a distance of 22.06 feet, said arc subtended by a chord which bears South 70 degrees 33 degrees 02 seconds East, a distance of 21.84 feet to the point of curvature of a reverse curve, said curve having a radius of 541.26 feet, and a central angle of 8 degrees 15 minutes 38 seconds; thence Easterly along the arc of said curve to the right, a distance of 78.04 feet, said arc subtended by a chord which bears South 80 degrees 27 minutes 55 seconds East, a distance of 77.97 feet to the point of curvature of a non-tangent curve, said curve having a radius of 1467.00 feet and a central angle of 2 degrees 13 minutes 35 seconds; thence Southerly along the arc of said curve to the right being the Westerly right-of-way of Monroe Street, a distance of 57.01 feet, said arc subtended by a chord which bears South 14 degrees 11 minutes 34 seconds West, a distance of 57.00 feet to the point of curvature of a non-tangent curve, said curve having a radius of 484.26 feet and a central angle of 5 degrees 52 minutes 51 seconds; thence Westerly along the arc of said curve to the left, a distance of 49.70 feet, said arc subtended by a chord which bears North 79 degrees 20 minutes 14 seconds West, a distance of 49.68 feet; thence North 82 degrees 16 minutes 40 seconds West, 71.98 feet to the point of curvature of a tangent curve, said curve having a radius of 500.00 feet and a central angle of 8 degrees 37 minutes 59 seconds; thence Westerly along the arc of said curve to the left, a distance of 75.34 feet, said arc subtended by a chord which bears North 86 degrees 35 minutes 39 seconds West, a distance 75.27 feet; thence South 0 degrees 54 minutes 38 seconds East, 17.11 feet; thence South 71 degrees 09 minutes 01 seconds West, 93.85 feet to the point of curvature of a tangent curve, said curve having a radius of 134.00 feet and a central angle of 27 degrees 17 minutes 30 seconds; thence Westerly along the arc of said curve to the right, a distance of 63.83 feet, said arc subtended by a chord which bears South 84 degrees 47 minutes 46 seconds West, a distance 63.23 feet to the point of beginning.

EXHIBIT B

The land referred to herein below is situated in the County of Manistee, State of Michigan, and is described as follows:

A parcel of land located in the Southwest one-quarter of Section 2, Township 21 North, Range 17 West, City of Manistee, Manistee County, Michigan, more particularly described as follows:

Commencing at the South one-quarter post of Section 2, Township 21 North, Range 17 West, City of Manistee, Manistee County, Michigan; thence South 89 degrees 35 minutes 55 seconds West 269.96 feet; thence North 00 degrees 24 minutes 03 seconds West 914.63 feet to the point of beginning of herein described parcel; thence North 09 degrees 41 minutes 31 seconds East 12.16 feet to the point of curvature of a tangent curve, said curve having a radius of 5.00 feet and central angle of 61 degrees 09 minutes 20 seconds; thence Northerly along the arc of said curve to the left, and distance of 5.34 feet, said arc subtended by a chord which bears North 20 degrees 53 minutes 02 seconds West, a distance of 5.09 feet; thence North 51 degrees 27 minutes 42 seconds West 27.95 feet to the point of curvature of a non-tangent curve, said curve having a radius of 59.44 feet and a central angle of 45 degrees 54 minutes 50 seconds; thence Northwesterly along the arc of said curve to the right, a distance of 47.64 feet, said arc subtended by a chord which bears North 40 degrees 31 minutes 34 seconds West, a distance of 46.37 feet to the point of curvature of a non-tangent curve, said curve having a radius of 128.10 feet and a central angle of 38 degrees 49 minutes 49 seconds; thence Northeasterly along the arc of said curve to the left, a distance of 86.81 feet, said arc subtended by a chord which bears North 52 degrees 01 minute 13 seconds, a distance of 85.16 feet; thence South 51 degrees 27 minutes 42 seconds East 54.56 feet to the point of curvature of a tangent curve, said curve having a radius of 7.50 feet and a central angle of 45 degrees 43 minutes 41 seconds; thence Southeasterly along the arc of said curve to the right a distance of 5.99 feet, said arc subtended by a chord which bears South 28 degrees 35 minutes 52 seconds East, a distance of 5.83 feet; thence South 05 degrees 44 minutes 02 seconds East 24.36 feet; thence North 84 degrees 15 minutes 58 seconds East 7.00 feet; thence South 05 degrees 44 minutes 02 seconds East 23.99 feet to the point of curvature of a tangent curve, said curve having a radius of 27.00 feet and a central angle of 76 degrees 53 minutes 03 seconds; thence Southwesterly along the arc of said curve to the right, a distance of 36.23 feet, said arc subtended by a chord which bears South 32 degrees 42 minutes 30 seconds West, a distance of 33.57 feet; thence South 71 degrees 09 minutes 01 second West 10.83 feet to the point of curvature of a tangent curve, said curve having a radius of 90.00 feet and a central angle of 28 degrees 32 minutes 37 seconds; thence Westerly along the arc of said curve to the right, a distance of 44.84 feet, said arc subtended by a chord which bears South 85 degrees 25 minutes 20 seconds West, a distance of 44.37 feet to the point of beginning.

Parcel ID: 51-202-300-00  
Street Address: 100 Marina Drive, Manistee



P. O. Box 358 • Manistee, Michigan 49660-0358 • [www.ci.manistee.mi.us](http://www.ci.manistee.mi.us)

CITY HALL  
70 Maple Street

CITY MANAGER  
231.398.2801

CITY ASSESSOR  
231.398.2802

BUILDING INSPECTOR  
231.398.2806

PLANNING, ZONING &  
COMMUNITY DEV.  
231.398.2805

CITY CLERK  
231.398.2803

CITY TREASURER  
231.398.2804

WATER BILLING  
231.723.2559

ADMINISTRATION  
FAX 231.723.1546

CLERK/TREASURER  
FAX 231.723.5410

POLICE DEPARTMENT  
70 Maple Street  
231.723.2533  
FAX 231.398.2012

FIRE DEPARTMENT  
281 First Street  
231.723.1549  
FAX 231.723.3519

PUBLIC WORKS  
280 Washington St.  
231.723.7132  
FAX 231.723.1803

PARKS DEPARTMENT  
231.723.4051

WATER MAINTENANCE  
231.723.3641

WASTEWATER PLANT  
50 Ninth St.  
231.723.1553

April 21, 2011

Heather Vasquez  
County Equalization Department  
415 Third Street  
Manistee, MI 49660

RE: Parcel Split Approval

Dear Ms. Vasquez:

Enclosed please find a Parcel Split request from DSLT, Inc /Perrin Properties LLC for the former sales office at 100 Marina Drive. This request has received approval from both the Planning Commission and City Council.

City Assessor, Julie Beardslee was asked to provide a parcel number for the 2012 assessment roll for the building at 100 Marina Drive. The Parcel Code number to be assigned is 51-51-202-325-00.

Please process this request at your earliest convenience. If you have any questions, please call me at 398-2805.

Sincerely,

CITY OF MANISTEE  
[www.ci.manistee.mi.us](http://www.ci.manistee.mi.us)

Jon R. Rose  
Community Development Director

JRR:djb

Enclosures

cc: DSLT, Inc,  
Perrin  
Julie Beardslee, City Assessor



## Denise Blakeslee

---

**From:** Julie Beardslee  
**Sent:** Thursday, April 21, 2011 10:37 AM  
**To:** Denise Blakeslee; Mark Niesen; Heather Vasquez; Chad Collins  
**Cc:** rjelbers@manisteecountymi.gov  
**Subject:** Split of previous Harbor Village sales office(100 Marina Dr.), from 51-51-202-300-00

Hi,

**I have been asked to provide a parcel number for the 2012 assessment roll for the former Harbor Village sales office parcel split, recently approved by City Council. The number will be 51-51-202-325-00.** Heather and I spoke about this yesterday

The City Council recently approved the Planning Commission recommendation for the above mentioned split. The split was conditioned upon receiving a survey and survey descriptions for ingress, egress and parking for the sales office. Denise Blakeslee is in the process of forwarding the information for processing of this split to the EQ Dept. I would ask that this same information be forwarded from the EQ Dept. to Chad Collins, for mapping. **The ingress, egress and parking easement needs to be mapped on the City's GIS system, and somehow designated as an easement for the new parcel, 51-51-202-325-00.** This is important because the sales office is valueless without this access and parking easement. If I could please have a copy of the final map and aerial, when it is completed, I would appreciate it. There is no hurry.

The description for the easement is lengthy; we will have to decide if it should be on the assessment roll. Perhaps it would be better to mention it in the description and refer to the document (hopefully it will be recorded).

Thank you for your cooperation in this matter. A wonderful Spring and Happy Easter to you and yours.

Julie

Julie Beardslee, City Assessor  
City Hall  
P.O. Box 358  
Manistee, MI 49660  
Phone: 231-398-2802  
Fax: 231-723-1546  
[jbeardslee@ci.manistee.mi.us](mailto:jbeardslee@ci.manistee.mi.us)

## Request to Split a Parcel

Name and Address of Applicant: DSLT, INC., 970 N.  
RIVERSIDE AVENUE, ST. CLAIR, MI 48079

X Signature Zachariah S. Moore

Phone Numbers: Home 810-329-2464 Work 810-329-3100

Name and Address of other parties who have an interest: FERRIN  
PROPERTIES LLC, A MICHIGAN LIMITED  
LIABILITY COMPANY

Signature \_\_\_\_\_

Phone Numbers: Home \_\_\_\_\_ Work \_\_\_\_\_

Parcel Identification Numbers for all parcels involved: 51-51-202-300-00

Reason for request: INFORMATION CENTER (PRIVATE  
PROPERTY) AND MASTER ASSOCIATION  
HOLDINGS ARE UNDER ONE PARCEL CODE

Attach a sketch or site plan of all parcels involved in the request. The sketch must include the location of buildings and/or structures, building set-backs, streets, street names and lot dimensions.

Fee: \$100.00 for first split + \$50.00 for each additional split. Receipt # 23127



Planning & Zoning  
Community Development  
231.398.2805  
Fax 231.723-1546  
[www.ci.manistee.mi.us](http://www.ci.manistee.mi.us)

## MEMORANDUM

---

TO: Planning Commissioners

FROM: Jon R. Rose, Community, Development Director 

DATE: March 28, 2011

RE: DSLT Inc/ Perrin Properties LLC – Parcel Split

Commissioners, we have received a request from DSLT Inc/Perrin Properties LLC for a Parcel Split. This request is to split the former sales office at Harbor Village from the Master Association. Included in the request is the Easement Agreement for Ingress, Egress and Parking that was missing from the request that was denied by the Planning Commission last month.

With this information provided Planning Commission can make a recommendation to City Council.

JRR:djb



P. O. Box 358 • Manistee, Michigan 49660-0358 • [www.ci.manistee.mi.us](http://www.ci.manistee.mi.us)

**CITY HALL**  
70 Maple Street

**CITY MANAGER**  
231.398.2801

**CITY ASSESSOR**  
231.398.2802

**BUILDING INSPECTOR**  
231.398.2806

**PLANNING, ZONING &  
COMMUNITY DEV.**  
231.398.2805

**CITY CLERK**  
231.398.2803

**CITY TREASURER**  
231.398.2804

**WATER BILLING**  
231.723.2559

**ADMINISTRATION**  
FAX 231.723.1546

**ENR/TREASURER**  
FAX 231.723.5410

**POLICE DEPARTMENT**  
70 Maple Street  
231.723.2533  
FAX 231.398.2012

**FIRE DEPARTMENT**  
281 First Street  
231.723.1549  
FAX 231.723.3519

**PUBLIC WORKS**  
280 Washington St.  
231.723.7132  
FAX 231.723.1803

**PARKS DEPARTMENT**  
231.723.4051

**WATER MAINTENANCE**  
231.723.3641

**WASTEWATER PLANT**  
50 Ninth St.  
231.723.1553

April 7, 2011

Denise Blakeslee, Recording Secretary  
City of Manistee Planning Commission  
City Hall  
PO Box 358  
Manistee, MI 49660

RE: Request to Split a Parcel, Applicant: DSLT Inc., 51-51-202-300-00

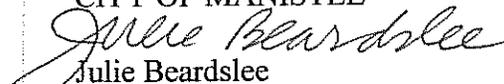
Honorable Planning Commission Members,

I have reviewed the above-mentioned Request to Split a Parcel and have concluded that a Certificate of Survey of the descriptions contained in Exhibit A & B of the Easement Agreement for Ingress and Egress and Parking should be obtained as a condition of the approval of the split.

It is necessary to obtain the Certificate of Survey of the easement for the purpose of assessment administration in terms of the assessment of the property, as the easement and parking contribute significantly to the market value. The survey is also necessary in order to properly update the City's Geographic Information System.

Thank you for your consideration in this matter.

CITY OF MANISTEE

  
Julie Beardslee  
City Assessor

JB/jb

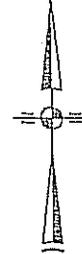
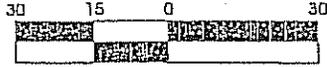


# CERTIFICATE OF SURVEY

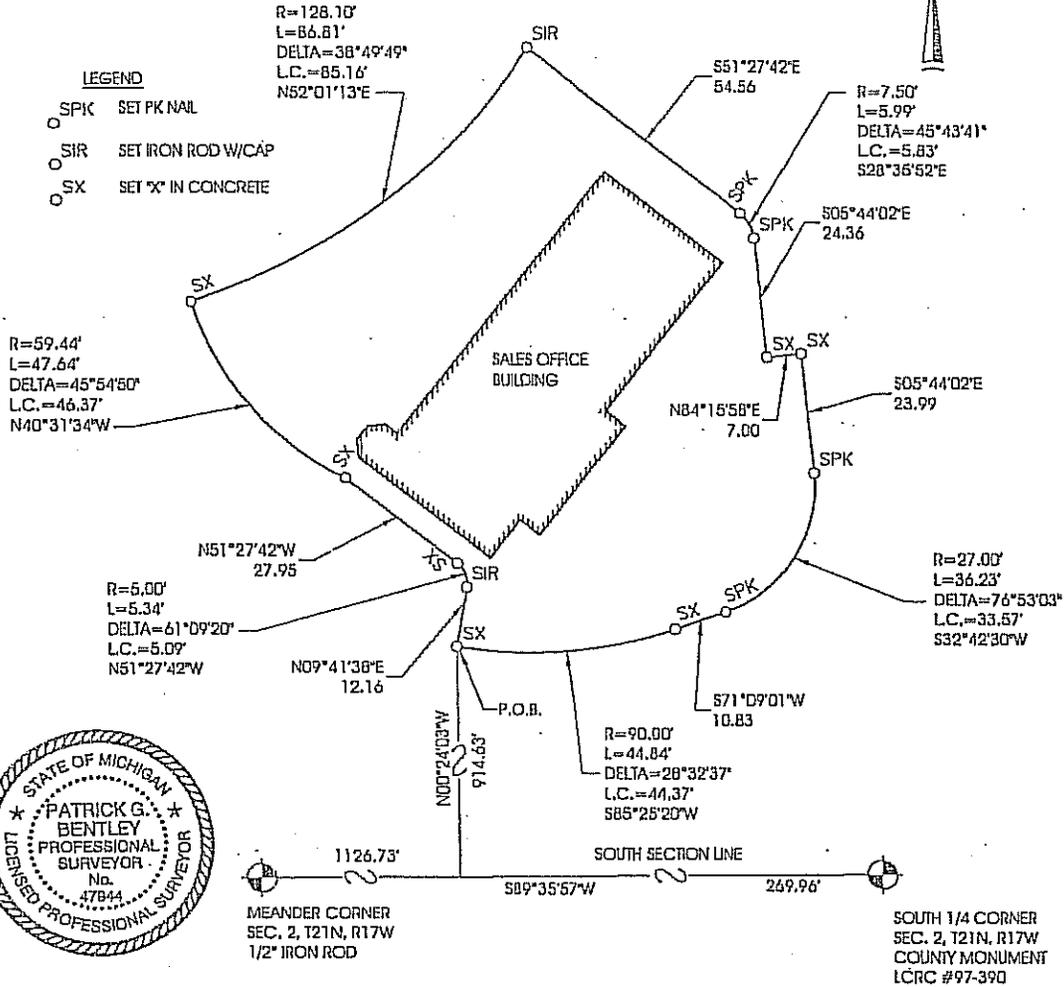
I, PATRICK G. BENTLEY, LICENSED PROFESSIONAL SURVEYOR NO. 47944 IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND.

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION.

NOTE:  
THE BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 2 AS RECORDED IN THE DEED - DOCUMENT NUMBER: 2009R006463.



- LEGEND**
- SPK SET PK NAIL
  - SIR SET IRON ROD W/CAP
  - SX SET 'X' IN CONCRETE



*Patrick G. Bentley*  
 PATRICK G. BENTLEY  
 LICENSED PROFESSIONAL SURVEYOR No. 47944  
 ABONMARCHE CONSULTANTS, INC.

7-2-10  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:  
 FIRST MICHIGAN BANK

ABONMARCHE CONSULTANTS, INC.

361 First Street  
 Manistee, MI 49660  
 T 231.723.1198  
 F 231.723.1194  
 www.abonmarche.com

ENGINEERING  
 ARCHITECTURE  
 MARINA/WATERFRONT  
 SURVEYING  
 LANDSCAPE ARCHITECTURE  
 PLANNING

CONFIDENCE BY DESIGN

BENTON HARBOR, MI. SOUTH BEND, IN. FORT WAYNE, IN.

DATE: JUNE 30, 2010	SCALE: 1" = 30'
DRAWN BY: PGB	SEC. 2 T. 21N. R. 17W.
APPROVED BY: -	TWP: -

JOB NO. 10-0414

# CERTIFICATE OF SURVEY

I, PATRICK G. BENTLEY, LICENSED PROFESSIONAL SURVEYOR NO. 47944 IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND.

**PARCEL 1:** FROM DEED RECORDED IN DOCUMENT NUMBER 2009R006463, MANISTEE COUNTY RECORDS.

PART OF SECTION TWO (2), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE SEVENTEEN (17) WEST DESCRIBED BELOW:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 WEST, CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER POST OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 WEST, CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN; THENCE SOUTH 89°35'57" WEST 269.96 FEET; THENCE NORTH 00°24'03" WEST 914.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 09°41'38" EAST, 12.16 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 61°09'20"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 5.34 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20°53'02" WEST, A DISTANCE OF 5.09 FEET; THENCE NORTH 51°27'42" WEST, 27.95 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 69.44 FEET AND A CENTRAL ANGLE OF 45°54'50"; THENCE NORTH-WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 47.64 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 40°31'34" WEST, A DISTANCE OF 46.37 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 128.10 FEET AND A CENTRAL ANGLE OF 38°49'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 86.81 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 52°01'13" EAST, A DISTANCE OF 85.16 FEET; THENCE SOUTH 51°27'42" EAST 54.56 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 7.50 FEET AND A CENTRAL ANGLE OF 45°43'41"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 5.99 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°35'52" EAST, A DISTANCE OF 5.83 FEET; THENCE SOUTH 05°44'02" EAST, 24.36 FEET; THENCE NORTH 84°15'58" EAST, 7.00 FEET; THENCE SOUTH 05°44'02" EAST, 23.99 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 27.00 FEET AND A CENTRAL ANGLE OF 76°53'03"; THENCE SOUTH-WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 36.23 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 32°42'30" WEST, A DISTANCE OF 33.57 FEET; THENCE SOUTH 71°09'01" WEST, 10.83 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 28°32'37"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 44.84 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 85°25'20" WEST, A DISTANCE OF 44.37 FEET TO THE POINT OF BEGINNING.



*Patrick G. Bentley*

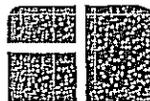
PATRICK G. BENTLEY  
LICENSED PROFESSIONAL SURVEYOR No. 47944  
ABONMARCHE CONSULTANTS, INC.

7-2-10  
DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:

FIRST  
MICHIGAN  
BANK



**ABONMARCHE**

Confidence By Design

361 First Street  
Manistee, MI 49860  
T 231.723.1198  
F 231.723.1194  
www.abonmarche.com

ENGINEERING  
ARCHITECTURE  
MARINA/WATERFRONT  
SURVEYING  
LANDSCAPE ARCHITECTURE  
PLANNING

BENTON HARBOR, MI. SOUTH BEND, IN. FORT WAYNE, IN.

DATE: JUNE 30, 2010

SCALE: N.A.

DRAWN BY: PGB

SEC. 2 T. 21N. R. 17W.

APPROVED BY: -

TWP: -

JOB NO. 10-0414

**EASEMENT AGREEMENT FOR  
INGRESS AND EGRESS AND PARKING**

THIS EASEMENT AGREEMENT FOR INGRESS AND EGRESS AND PARKING ("Easement Agreement") is made and entered into this 23<sup>rd</sup> day of March, 2011, by and between **DSLT, Inc.** (the "Grantor") a Michigan corporation whose address is 970 Riverside Ave., St. Clair, Michigan 48079 and **Perrin Properties LLC**, a Michigan limited liability company (the "Grantee") whose address is c/o DAR Development, Inc. 5500 Northland Drive, NE, Grand Rapids, Michigan 49525.

**RECITALS**

- A. Grantor DSLT, Inc., is a Michigan corporation, which was the original developer of the Harbor Village at Manistee Beach project (the "Project") located in Manistee, Michigan.
- B. Grantee acquired the former sales center building located in the Project (the "Building") which is located on the real property which is legally described on attached **Exhibit B** (the "Grantee's Property").
- C. The Grantor is the owner of contiguous real property, including a parking lot and a road commonly known as Marina Drive which is located on the real property which is legally described on attached **Exhibit A**. Marina Drive is contiguous to, touches upon, and intersects with Monroe Street which is a public road. The Grantee needs to use Marina Drive for ingress and egress to Monroe Street and the use of four (4) of the parking spaces to benefit the Building.
- D. For good and valuable consideration, receipt of which is acknowledged, Grantor has agreed to grant to Grantee a non-exclusive easement to use Marina Drive for ingress and egress and a an exclusive right and easement to use four (4) parking spaces within the parking area.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Incorporation of RECITALS and Exhibits. The above RECITALS are true and correct and the RECITALS and **Exhibits A and B** are incorporated by reference into this Easement Agreement as though fully set forth herein.

2. Ownership and Authority. Grantor hereby represents and warrants that it is the sole owner of the real property described on **Exhibit A**, and that it has the lawful right and authority to enter into the Easement Agreement. The Grantee hereby represents and warrants that it has the lawful right and authority to enter into the Easement Agreement.
3. Grant of Easements. Grantor hereby grants to Grantee and its respective employees, members, tenants, invitees, guests, customers, successors and assigns: (a) an irrevocable non-exclusive easement and the right to use Marina Drive for ingress and egress; and (b) an irrevocable, exclusive easement and right to use four (4) parking spaces within the parking lot (the "Parking Spaces") all lying within the area described in **Exhibit A**.
4. Non-Exclusive Grant. The right of ingress and egress being granted to the Grantee under this Easement Agreement is non-exclusive and may be shared by others who may have the right to use Marina Drive. The right to use the Parking Spaces shall be exclusive to the Grantee.
5. Easement to Run with Land and Be Perpetual. This Easement Agreement and all other covenants, agreements, rights and obligations created hereby shall run with the land and shall be appurtenant to the property described in **Exhibit B**. The Easement Agreement and all covenants, agreements, rights and obligations of Grantor and Grantee with respect to the Easement Agreement set forth herein shall commence as of the date hereof and shall continue in perpetuity.
6. Maintenance. Grantee and its respective successors and assigns, at their expense, shall be responsible for the repair and maintenance of Marina Drive and the Parking Spaces (including any road improvements) in order to adequately maintain Marina Drive and the Parking Spaces and related drainage facilities to permit all weather access. Such repair, maintenance and improvements shall include, but not be limited to, snow and ice removal, removing debris, filling of chuck holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, maintaining signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve Marina Drive and the Parking Spaces for all weather road purposes. The cost of such maintenance shall be allocated three-fourth (3/4<sup>th</sup>) to the Grantor and its successors and assigns and one-fourth (1/4<sup>th</sup>) to the Grantee and its successors and assigns..
7. Insurance. Grantee and its successors and assigns shall purchase and keep in effect public liability and property damage insurance for the benefit of Grantor and its successors and assigns in amounts and with insurers acceptable to Grantor. Grantee, upon request, shall deliver certificates evidencing such policies to Grantor. Grantor and its successors and assigns shall be named as an additional insured on such policies. Each such policy shall provide that such policy shall not be canceled without thirty (30) days advance written notice to Grantor.
8. Recordation. Grantor or Grantee may record this Easement Agreement in the records of the Manistee County Register of Deeds.

9. Consideration. The Grantee, in consideration of this Easement Agreement, shall pay Grantor One Dollar (\$1.00), the receipt of which is acknowledged by Grantor.
10. Indemnification as to Breach. Each party, its successors and assigns, shall indemnify, hold harmless and, upon request, defend each of the other parties, and their respective successors and assigns, from and against any and all losses, damages, liabilities and obligations of any kind or nature (including, without limitation, attorneys fees and court costs) arising out of or relating to a breach of or a default under this Easement Agreement by such party.
11. Binding. The covenants, agreements, rights and obligations of each Grantee and their respective successors and assigns under this Agreement shall be joint and several. This Easement Agreement shall be binding on and benefit the parties hereto, including their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Easement Agreement on the date first above written.

Grantor, DSLT Inc.

By: Frederick S. Moore

Its: President

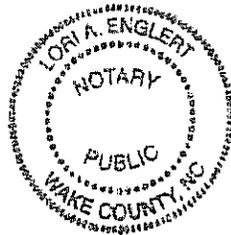
STATE OF NORTH CAROLINA

COUNTY OF Wake -88-

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March 2011, by Frederick S. Moore by DSL T Inc., a Michigan corporation by its President

Lori A. Englert  
Notary Public  
Wake County, North Carolina

My commission expires: 08/25/2012



Grantee, Perrin Properties, LLC a Michigan limited liability company

By: Larry Perrin

Its: Member

STATE OF MICHIGAN

-ss-

COUNTY OF Kent

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2011, by Perrin Properties, a LLC, by Larry Perrin its Member.

[Signature]  
Richard H. Keitel

Notary Public

Kent County, Michigan

Acting in Kent County, Michigan

My commission expires: 11.23.2011

Prepared by:  
Robert W. Parker, Esq.  
Smith Haughey Rice & Roegge  
101 N. Park Street, Suite 100  
Traverse City, MI 49684  
231-929-4878

EXHIBIT A

A parcel of land located in Section 2, Township 21 North, Range 17 West, City of Manistee, Manistee County, Michigan, more particularly described as follows:

Commencing at the South one quarter post of said Section 2: thence South 89 degrees 35 minutes 57 seconds West, 274.78 feet; thence North 0 degrees 24 minutes 03 seconds West, 870.83 feet, to the point of beginning of the herein described parcel; thence North 14 degrees 27 minutes 23 seconds West, 19.41 feet; thence North 20 degrees 29 minutes 55 seconds East, 26.73 feet to the point of curvature of a non-tangent curve, said curve having a radius of 90.00 feet and a central angle of 28 degrees 32 minutes 37 seconds; thence Easterly along the arc of said curve to the left, a distance of 44.84 feet, said arc subtended by a chord which bears North 85 degrees 25 minutes 20 seconds East, a distance of 44.37 feet; thence North 71 degrees 09 minutes 01 seconds East, 10.83 feet to the point of curvature of a tangent curve, said curve having a radius of 27.00 feet and a central angle of 76 degrees 53 minutes 03 seconds; thence Northeasterly along the arc of said curve to the left, a distance of 36.23 feet, said arc subtended by a chord which bears North 32 degrees 42 minutes 30 seconds East, a distance 33.57 feet; thence North 5 degrees 44 minutes 02 seconds West, 23.99 feet; thence North 84 degrees 15 minutes 58 seconds East, 65.00 feet; thence South 5 degrees 44 minutes 02 seconds East, 9.23 feet to the point of curvature of a tangent curve, said curve having a radius of 10.00 feet and a central angle of 100 degrees 42 minutes 49 seconds; thence Southeasterly along the arc of said curve to the left, a distance of 17.58 feet, said arc subtended by a chord which bears South 56 degrees 05 minutes 26 seconds East, a distance 15.40 feet, to the point of curvature of a non-tangent curve, said curve having a radius of 25.00 feet and a central angle of 31 degrees 15 minutes 07 seconds; thence Northeasterly along the arc of said curve to the left, a distance of 13.64 feet, said arc subtended by a chord which bears North 57 degrees 55 minutes 35 seconds East, a distance of 13.47 feet to the point of curvature of a reverse curve, said curve having a radius of 25.00 feet, and a central angle of 42 degrees 15 minutes 05 seconds; thence Northeasterly along the arc of said curve to the right, a distance of 18.44 feet, said arc subtended by a chord which bears North 63 degrees 25 minutes 34 seconds East, a distance of 18.02 feet to the point of curvature of a compound curve, said curve having a radius of 550.26 feet, and a central angle of 1 degree 44 minutes 34 seconds; thence Easterly along the arc of said curve to the right, a distance of 16.74 feet, said arc subtended by a chord which bears North 85 degrees 25 minutes 24 seconds East, a distance of 16.74 feet to the point of curvature of a non-tangent curve, said curve having a radius of 119.37 feet and a central angle of 6 degrees 49 minutes 21 seconds; thence Northerly along the arc of said curve to the right, a distance of 14.21 feet, said arc subtended by a chord which bears North 12 degrees 16 minutes 19 seconds West, a distance of 14.21 feet to the point of curvature of a non-tangent curve, said curve having a radius of 10.00 feet and a central angle of 84 degrees 02 minutes 59 seconds; thence Southeasterly along the arc of said curve to the left, a distance of 14.67 feet, said arc subtended by a chord which bears South 50 degrees 53 minutes 08 seconds East, a distance of 13.39 feet to the point of curvature of a reverse curve, said curve having a radius of 555.26 feet, and a central angle of 2 degrees 54 minutes 50 seconds;

thence Easterly along the arc of said curve to the right, a distance of 28.24 feet, said arc subtended by a chord which bears North 88 degrees 32 minutes 48 seconds East, a distance of 28.24 feet to the point of curvature of a compound curve, said curve having a radius of 55.00 feet, and a central angle of 33 degrees 29 minutes 27 seconds; thence Easterly along the arc of said curve to the right, a distance of 32.15 feet, said arc subtended by a chord which bears South 73 degrees 15 minutes 03 seconds East, a distance of 31.69 feet to the point of curvature of a reverse curve, said curve having a radius of 45.00 feet, and a central angle of 28 degrees 05 minutes 24 seconds; thence Easterly along the arc of said curve to the left, a distance of 22.06 feet, said arc subtended by a chord which bears South 70 degrees 33 degrees 02 seconds East, a distance of 21.84 feet to the point of curvature of a reverse curve, said curve having a radius of 541.26 feet, and a central angle of 8 degrees 15 minutes 38 seconds; thence Easterly along the arc of said curve to the right, a distance of 78.04 feet, said arc subtended by a chord which bears South 80 degrees 27 minutes 55 seconds East, a distance of 77.97 feet to the point of curvature of a non-tangent curve, said curve having a radius of 1467.00 feet and a central angle of 2 degrees 13 minutes 35 seconds; thence Southerly along the arc of said curve to the right being the Westerly right-of-way of Monroe Street, a distance of 57.01 feet, said arc subtended by a chord which bears South 14 degrees 11 minutes 34 seconds West, a distance of 57.00 feet to the point of curvature of a non-tangent curve, said curve having a radius of 484.26 feet and a central angle of 5 degrees 52 minutes 51 seconds; thence Westerly along the arc of said curve to the left, a distance of 49.70 feet, said arc subtended by a chord which bears North 79 degrees 20 minutes 14 seconds West, a distance of 49.68 feet; thence North 82 degrees 16 minutes 40 seconds West, 71.98 feet to the point of curvature of a tangent curve, said curve having a radius of 500.00 feet and a central angle of 8 degrees 37 minutes 59 seconds; thence Westerly along the arc of said curve to the left, a distance of 75.34 feet, said arc subtended by a chord which bears North 86 degrees 35 minutes 39 seconds West, a distance 75.27 feet; thence South 0 degrees 54 minutes 38 seconds East, 17.11 feet; thence South 71 degrees 09 minutes 01 seconds West, 93.85 feet to the point of curvature of a tangent curve, said curve having a radius of 134.00 feet and a central angle of 27 degrees 17 minutes 30 seconds; thence Westerly along the arc of said curve to the right, a distance of 63.83 feet, said arc subtended by a chord which bears South 84 degrees 47 minutes 46 seconds West, a distance 63.23 feet to the point of beginning.

EXHIBIT B

The land referred to herein below is situated in the County of Manistee, State of Michigan, and is described as follows:

A parcel of land located in the Southwest one-quarter of Section 2, Township 21 North, Range 17 West, City of Manistee, Manistee County, Michigan, more particularly described as follows:

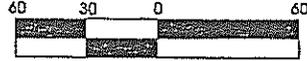
Commencing at the South one-quarter post of Section 2, Township 21 North, Range 17 West, City of Manistee, Manistee County, Michigan; thence South 89 degrees 35 minutes 55 seconds West 269.96 feet; thence North 00 degrees 24 minutes 03 seconds West 914.63 feet to the point of beginning of herein described parcel; thence North 09 degrees 41 minutes 31 seconds East 12.16 feet to the point of curvature of a tangent curve, said curve having a radius of 5.00 feet and central angle of 61 degrees 09 minutes 20 seconds; thence Northerly along the arc of said curve to the left, and distance of 5.34 feet, said arc subtended by a chord which bears North 20 degrees 53 minutes 02 seconds West, a distance of 5.09 feet; thence North 51 degrees 27 minutes 42 seconds West 27.95 feet to the point of curvature of a non-tangent curve, said curve having a radius of 59.44 feet and a central angle of 45 degrees 54 minutes 50 seconds; thence Northwesterly along the arc of said curve to the right, a distance of 47.64 feet, said arc subtended by a chord which bears North 40 degrees 31 minutes 34 seconds West, a distance of 46.37 feet to the point of curvature of a non-tangent curve, said curve having a radius of 128.10 feet and a central angle of 38 degrees 49 minutes 49 seconds; thence Northeasterly along the arc of said curve to the left, a distance of 86.81 feet, said arc subtended by a chord which bears North 52 degrees 01 minute 13 seconds, a distance of 85.16 feet; thence South 51 degrees 27 minutes 42 seconds East 54.56 feet to the point of curvature of a tangent curve, said curve having a radius of 7.50 feet and a central angle of 45 degrees 43 minutes 41 seconds; thence Southeasterly along the arc of said curve to the right a distance of 5.99 feet, said arc subtended by a chord which bears South 28 degrees 35 minutes 52 seconds East, a distance of 5.83 feet; thence South 05 degrees 44 minutes 02 seconds East 24.36 feet; thence North 84 degrees 15 minutes 58 seconds East 7.00 feet; thence South 05 degrees 44 minutes 02 seconds East 23.99 feet to the point of curvature of a tangent curve, said curve having a radius of 27.00 feet and a central angle of 76 degrees 53 minutes 03 seconds; thence Southwesterly along the arc of said curve to the right, a distance of 36.23 feet, said arc subtended by a chord which bears South 32 degrees 42 minutes 30 seconds West, a distance of 33.57 feet; thence South 71 degrees 09 minutes 01 second West 10.83 feet to the point of curvature of a tangent curve, said curve having a radius of 90.00 feet and a central angle of 28 degrees 32 minutes 37 seconds; thence Westerly along the arc of said curve to the right, a distance of 44.84 feet, said arc subtended by a chord which bears South 85 degrees 25 minutes 20 seconds West, a distance of 44.37 feet to the point of beginning.

Parcel ID: 51-202-300-00  
Street Address: 100 Marina Drive, Manistee

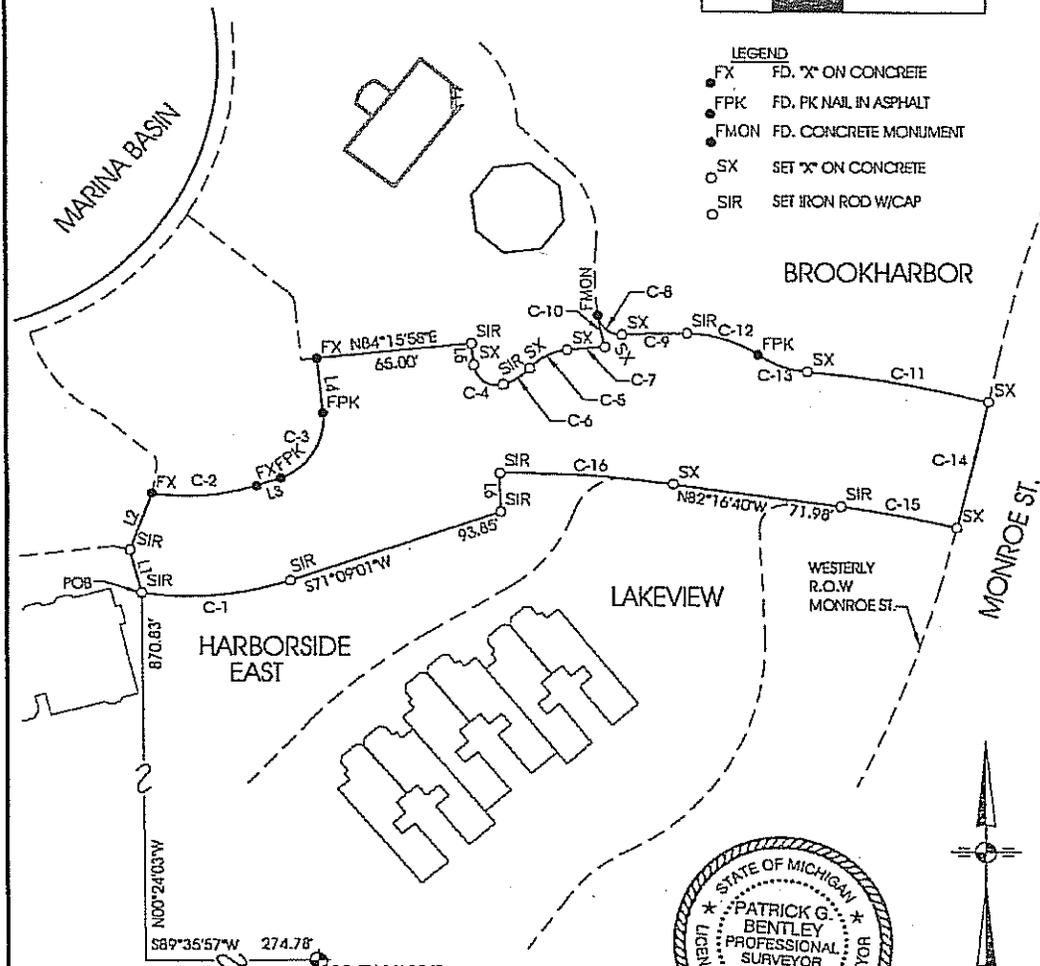
# CERTIFICATE OF SURVEY

I, PATRICK G. BENTLEY, LICENSED PROFESSIONAL SURVEYOR NO. 47944 IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND.

## INGRESS AND EGRESS



- LEGEND**
- FX FD. "X" ON CONCRETE
  - FPK FD. PK NAIL IN ASPHALT
  - FMON FD. CONCRETE MONUMENT
  - SX SET "X" ON CONCRETE
  - SIR SET IRON ROD W/CAP



NOTE:  
BEARINGS ARE BASED ON PREVIOUS  
ABONMARCHÉ PROJECT 97-848.



*Patrick G. Bentley*  
 PATRICK G. BENTLEY  
 LICENSED PROFESSIONAL SURVEYOR No. 47944  
 ABONMARCHÉ CONSULTANTS, INC.

9-24-10  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:  <b>ROBERT PARKER</b>	 <b>ABONMARCHÉ</b> Confidence by Design 361 First Street Manistee, MI 49660 T 231.723.1198 F 231.723.1194 www.abonmarche.com BENTON HARBOR, MI    SOUTH BEND, IN.    FORT WAYNE, IN.	ENGINEERING ARCHITECTURE MARINA/WATERFRONT SURVEYING LANDSCAPE ARCHITECTURE PLANNING
		DATE: SEPTEMBER 20, 2010    SCALE: 1" = 60'
		DRAWN BY: PGB    SEC. 2    T. 21N.    R. 17W.
		APPROVED BY: -    TWP: -

JOB NO. 10-0566



# CERTIFICATE OF SURVEY

I, PATRICK G. BENTLEY, LICENSED PROFESSIONAL SURVEYOR NO. 47944 IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND.

## INGRESS AND EGRESS

A PARCEL OF LAND LOCATED IN SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 WEST, CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH ONE QUARTER POST OF SAID SECTION 2; THENCE SOUTH 89° 35' 57" WEST, 274.78 FEET; THENCE NORTH 0° 24' 03" WEST, 870.83 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 14° 27' 23" WEST, 19.41 FEET; THENCE NORTH 20° 29' 55" EAST, 26.73 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 28° 32' 37". THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 44.84 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 85° 25' 20" EAST, A DISTANCE OF 44.37 FEET; THENCE NORTH 71° 09' 01" EAST, 10.83 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 27.00 FEET AND A CENTRAL ANGLE OF 76° 53' 03"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 36.23 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 32° 42' 30" EAST, A DISTANCE 33.57 FEET; THENCE NORTH 5° 44' 02" WEST, 23.99 FEET; THENCE NORTH 84° 15' 58" EAST, 65.00 FEET; THENCE SOUTH 5° 44' 02" EAST, 9.23 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 100° 42' 49"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 17.58 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 56° 05' 26" EAST, A DISTANCE 15.40 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 31° 15' 07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 13.64 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 57° 55' 35" EAST, A DISTANCE OF 13.47 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 42° 15' 05"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 18.44 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 63° 25' 34" EAST, A DISTANCE OF 18.02 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 550.26 FEET, AND A CENTRAL ANGLE OF 1° 44' 34"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 16.74 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 85° 25' 24" EAST, A DISTANCE OF 16.74 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 119.37 FEET AND A CENTRAL ANGLE OF 6° 49' 21"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 14.21 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 12° 16' 19" WEST, A DISTANCE OF 14.21 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 84° 02' 59"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 14.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 50° 53' 08" EAST, A DISTANCE OF 13.39 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 555.26 FEET, AND A CENTRAL ANGLE OF 2° 54' 50"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 28.24 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 88° 32' 48" EAST, A DISTANCE OF 28.24 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 55.00 FEET, AND A CENTRAL ANGLE OF 33° 29' 27"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 32.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 73° 15' 03" EAST, A DISTANCE OF 31.69 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 45.00 FEET, AND A CENTRAL ANGLE OF 28° 05' 24"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 22.06 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 70° 33' 02" EAST, A DISTANCE OF 21.84 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 541.26 FEET, AND A CENTRAL ANGLE OF 8° 15' 38"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.04 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 80° 27' 55" EAST, A DISTANCE OF 77.97 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 1467.00 FEET AND A CENTRAL ANGLE OF 2° 13' 35"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT BEING THE WESTERLY RIGHT-OF-WAY OF MONROE STREET, A DISTANCE OF 57.01 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 14° 11' 34" WEST, A DISTANCE OF 57.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 484.26 FEET AND A CENTRAL ANGLE OF 5° 52' 51"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 49.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 79° 20' 14" WEST, A DISTANCE OF 49.68 FEET; THENCE NORTH 82° 16' 40" WEST, 71.98 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 8° 37' 59"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 75.34 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 86° 35' 39" WEST, A DISTANCE 75.27 FEET; THENCE SOUTH 0° 54' 38" EAST, 17.11 FEET; THENCE SOUTH 71° 09' 01" WEST, 93.85 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 134.00 FEET AND A CENTRAL ANGLE OF 27° 17' 30"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.83 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84° 47' 46" WEST, A DISTANCE 63.23 FEET TO THE POINT OF BEGINNING.



*Patrick G. Bentley*  
 PATRICK G. BENTLEY  
 LICENSED PROFESSIONAL SURVEYOR No. 47944  
 ABONMARCHE CONSULTANTS, INC.

9-24-10  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:  <p style="text-align: center; font-size: 1.2em;">ROBERT PARKER</p>	361 First Street Manistee, MI 49660 T 231.723.1198 F 231.723.1194 www.abonmarche.com CONFIDENCE BY DESIGN	ENGINEERING ARCHITECTURE MARINA/WATERFRONT SURVEYING LANDSCAPE ARCHITECTURE PLANNING BENTON HARBOR, MI    SOUTH BEND, IN    FORT WAYNE, IN
DATE: SEPTEMBER 20, 2010		SCALE: N.A.
DRAWN BY: PGB		SEC. 2    T. 21N.    R. 17W.
APPROVED BY: -		TWP: -

JOB NO. 10-0566

Payroll	-	March 28 – April 3, 2011	-	\$49,896.97
	-	April 4 – April 10, 2011	-	\$50,237.61
Cash Balances Report	-	April 2011		

Notification Regarding Next Work Session

An Optional Council work session has been scheduled for Tuesday, April 26, 2011 at 7:00 p.m. to continue discussions on the 2011-2012 Budget and Capital Improvement Plan; and such business as may come before the Council.

Consideration of a Banner Permit, Manistee World of Arts & Crafts.

The Manistee World of Arts & Crafts is requesting Council authorization to place a banner by the Chamber of Commerce in mid-June, prior to their annual art show. According to Council Banner Policy CP-30, banners are not permitted in locations other than the River Street Arch without specific authorization by the City Council.

Consideration of the Annual VFW Buddy Poppy Campaign.

Members of the Veterans of Foreign Wars Walsh Post #4499 are requesting Council authorization to conduct their annual Buddy Poppy Campaign from July 1 through July 4, 2011. All proceeds will be used for the benefit of local disabled/needy veterans and widows and orphans of deceased veterans.

MOTION by Hornkohl, second by Cote to approve the Consent Agenda as presented.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Zaring, Mack, and Marshall  
 NAYES: None

**#11-44 CONSIDERATION OF A PARCEL SPLIT; DSLT, INC/PERRIN PROPERTIES LLC.**

The Manistee City Planning Commission reviewed and recommends removing the former Sales Office at Harbor Village from parcel #51-202-300-00 as shown on a survey prepared by Abonmarche Job No. 10-0414. The applicants have signed an easement that provides for ingress/egress and parking for the building.

MOTION by Hornkohl, second by Cote to take action to remove the former Sales Office at Harbor Village from parcel #51-202-300-00 and create a new parcel as shown on the attached survey; conditioned upon receipt of a Certificate of Survey of the descriptions contained in Exhibit A & B of the Easement Agreement for Ingress and Egress and Parking.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Zaring, Mack, and Marshall.

NAYS: None

**#11-45      CONSIDERATION   OF   ORDINANCE   11-03,   MEDICAL  
MARIHUANA ACT.**

The Michigan Medical Marihuana Act was approved by Michigan voters on November 4, 2008. On September 7, 2010 City Council adopted a resolution that established a six month moratorium relating to Medical Marihuana. That moratorium was extended an additional 120 days to complete development of an ordinance.

The Planning Commission worked with the City Attorney and the Chief of Police on an ordinance that requires licensing of locations where caregivers grow medical marihuana. On February 24, 2011 the Planning Commission held a public hearing to allow input from the public as it relates to the proposed ordinance to regulate and license certain aspects of medical marihuana cultivation, use and distribution in the City of Manistee.

This will be the first reading of proposed Ordinance 11-03. A second reading and possible adoption could take place at the May 4, 2011 Council meeting.

MOTION by Marshall, second by Zaring to take action to introduce Ordinance 11-03, Medical Marihuana, to the Manistee City Codified Ordinances.

Discussion followed.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Zaring, Mack, and Marshall

NAYES: None



Planning & Zoning  
Community Development  
231.398.2805  
Fax 231.723-1546  
[www.ci.manistee.mi.us](http://www.ci.manistee.mi.us)

## MEMORANDUM

---

TO: Planning Commissioners

FROM: Denise Blakeslee  
Planning & Zoning 

DATE: March 30, 2011

RE: Community Gardens

Commissioners, attached is the draft ordinance language from our first discussion on Community Gardens. Attorney Saylor reviewed the ordinance and his memo is enclosed. We will continue discussion at the April 7, 2011 Meeting.

JRR:djb

## Article 2 - Definitions

### Section 204 C

Community Garden: Land used for the cultivation of fruits, vegetables, plants, flowers or herbs by multiple individuals.

## Article 5 - General Provisions

### Section 534 Community Gardens

Community Gardens shall consist of land used for the cultivation of fruits, vegetables, plants, flowers or herbs by multiple individuals.

- A. Community Gardens shall be permitted in all Zoning Districts.
  - 1. A Community Garden shall be considered an accessory use under **Section 516** hereof if located on a parcel with an existing use.
  - 2. A Community Garden shall be considered a principal use if located on a vacant parcel of land.
- B. The following structures shall be permitted when utilized with a community garden and when otherwise in compliance with the setback requirements of this ordinance.
  - 1. One (1) Storage Building not larger than 100 square feet.
  - 2. One (1) Greenhouse not larger than 100 square feet and covered with glass, plastic or fiberglass in which plants are cultivated.
  - 3. Raised/accessible planting beds, compost or waste bins.
  - 4. Fences that comply with **Section 508**.
  - 5. One ground mount sign not to exceed eight (8) square feet.
- C. Reclamation Standards. In the event the community garden is discontinued for a period of more than one year, all buildings and structures shall be removed and the site shall be restored with grass or other acceptable methods of landscaping.

## Article 21- Signs

### Section 2103 Exempt Signs

- N. Community Garden Signs not to exceed eight (8) square feet.

# Memo

**To:** JON ROSE  
DENISE BLAKESLEE  
**From:** GEORGE SAYLOR  
**Date:** MARCH 8, 2011  
**Re:** Community Gardens Ordinance

In reviewing the proposed changes to the City Zoning Ordinance to address community gardens, the following are my comments:

1. The ordinance changes are very simple and do not appear to be overly burdensome or excessive in their restrictions. I have modified your draft of the proposed ordinance changes with my own thoughts. Of course, you are closer to this concept and I am only making suggestions. You may prefer the language as drafted.
2. I eliminated the word "users" after "multiple" as I thought it was somewhat confusing as one could interpret that to mean the individual purchasing the product.
3. Other areas which I have seen regulated in a community garden ordinance, which are not included in your proposed draft, include:
  - a. Some ordinances require a Phase I Environmental Assessment to insure that the soil being used for the community garden is not contaminated. I suspect that is not something you would normally expect for a small scale community garden.
  - b. Ordinances may require that the users of the community garden have an established set of operating rules, responsibility division, management, etc. I have seen language include the requirement that the rules be on file with the municipality.
  - c. Some regulations require that the irrigation and fertilizer not migrate or drain on to adjacent properties.

Memo – Community Gardens Ordinance

March 8, 2011

Page 2

4. If you are allowing a community garden for purposes of growing of food products, will it be permitted that those food products be sold on site? You could also have additional regulation regarding maintenance of the site, waste collection, particular landscaping, etc.
5. Is overhead lighting to be permitted and, if not, should it be specifically excluded?
6. By permitting a community garden operation, it may be arguable that the operation could not be challenged as a nuisance based upon the protections granted to farms under the Michigan Right to Farm Act. That being said, farming operations are subject to “generally accepted agricultural and management practices” as defined by the Michigan Department of Agriculture.

I’m not sure if any of the above restrictions are appropriate or desired, but I only offer them in this memo as additional areas where community gardens are sometimes regulated.

GVS/pav

h:\data2\_n\gvs\la-city of manistee\memo-comm garden.doc



Planning & Zoning  
Community Development  
231.398.2805  
Fax 231.723-1546  
[www.ci.manistee.mi.us](http://www.ci.manistee.mi.us)

## MEMORANDUM

---

TO: Planning Commissioners

FROM: Denise Blakeslee  
Planning & Zoning 

DATE: March 30, 2011

RE: Small Wind Turbines

---

Commissioners, attached are some discussion points relating to Small Wind Turbines. We will begin reviewing them at the April 7, 2011 meeting.

JRR:djb

**Discussion Points  
Small Wind Turbines**

**Free Standing Small Wind Turbines:**

The average residential lot in the City of Manistee is 60 x 100 ft (6,000 sq. ft.). Should a parcel of this size be allowed to install a Free Standing Small Wind Turbine?

---

---

---

---

Several communities that allow Free Standing Small Wind Turbines restrict the height to the height allowed in the Zoning District for a permitted use and require a Special Use Permit for units that are higher. Should there be a height restriction? If so what?

---

---

---

---

Should the height restriction be factored with the parcel size? I.e. a 6,000 sq. ft. parcel is limited to 35 feet, a 10,000 sq. ft. parcel is limited to 50 feet.

---

---

---

---

Should there be a restriction that does not allow the installation of small turbines if they are require to be guywired?

---

---

---

---

Other:

---

---

---

---

**Attached to Structure Small Wind Turbines:**

Should Small Wind Turbines attached to a Structure be permitted/ignored as long as they are within height limitations?

---

---

---

---

Should the use of Small Wind Turbines attached to a Structure be allowed as a permitted use, while units that are free standing require a Special Use Permit or not be allowed at all?

---

---

---

---

Should the Small Wind Turbines be restricted to the height limitation of the Zoning District they are located in? I.e. R-2 Principal Structure 35 ft, Accessory Structure 18 ft. C-1 Principal Structure 40 feet, Accessory Structures cannot be higher than the Principal Structure.

---

---

---

---

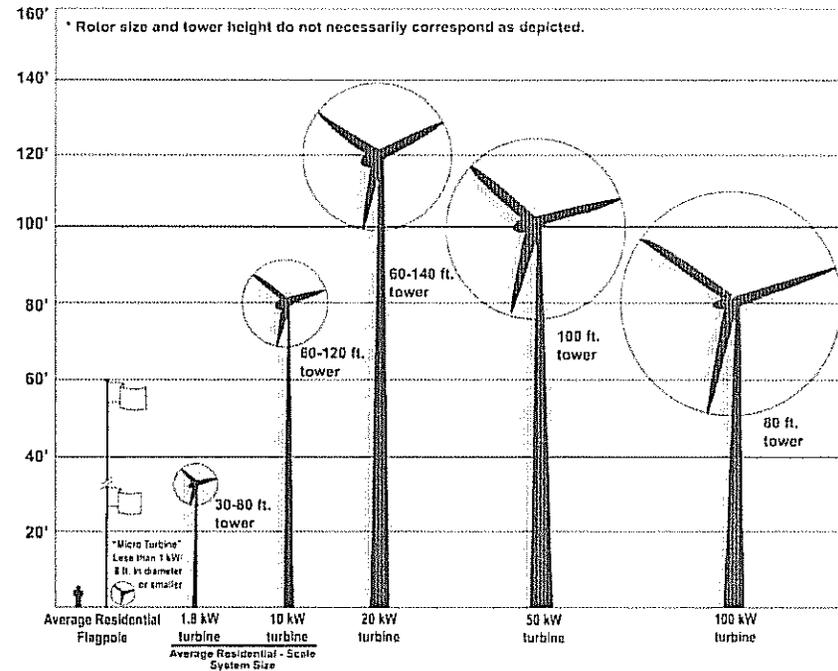
Other:

---

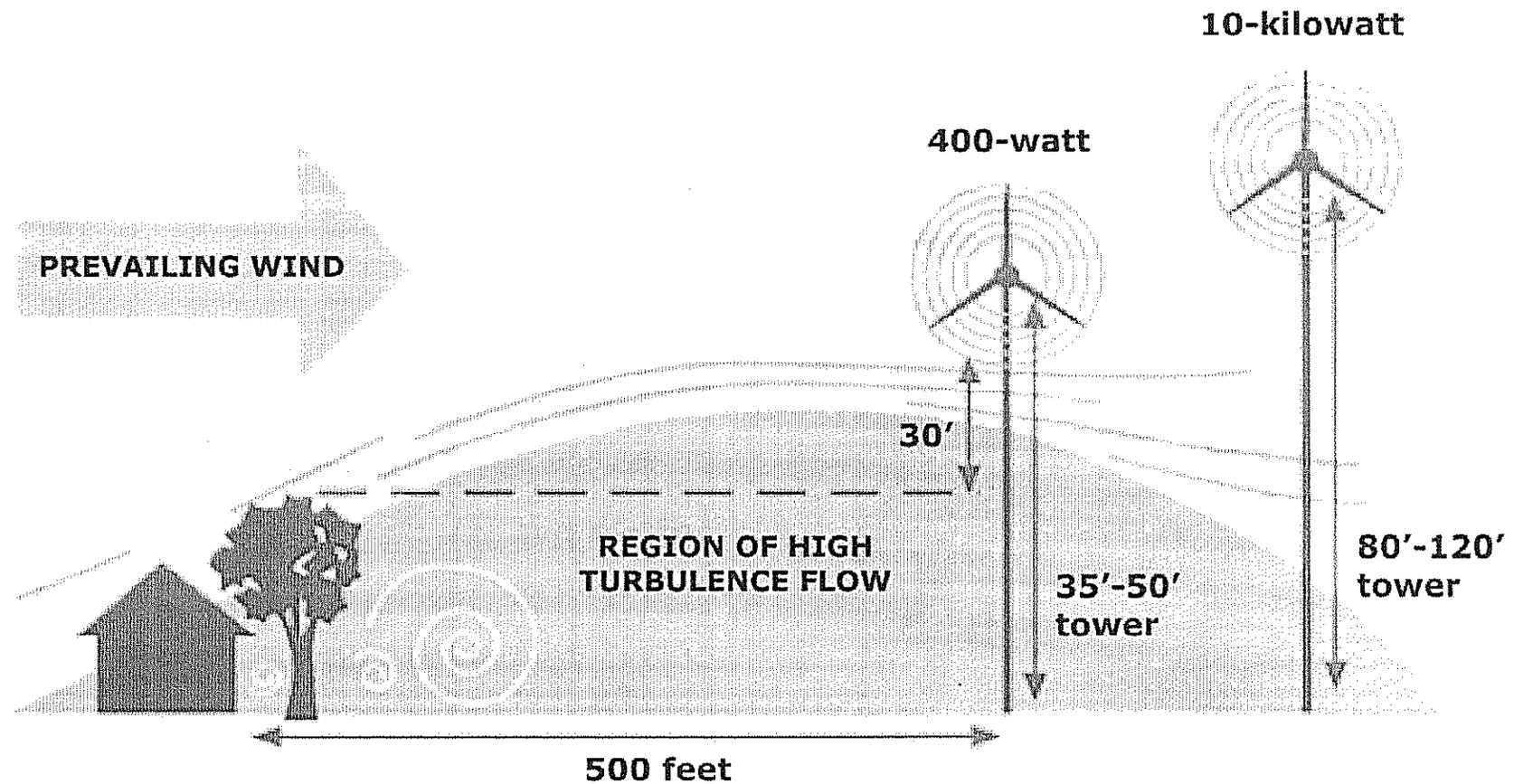
---

# What Are Small Wind Turbines?

- Turbines installed by a business owner or landowner for onsite power production and consumption.
- Excess power is sold through net metering to the local utility generally.



# Micro Siting & Turbulence





**Village of Eastlake**

175 Main Street  
Eastlake , MI 49626  
(231) 723-9558

In accordance with Michigan Public Act 33 of 2008, when a city is intending to prepare an amendment to the master plan, it must notify by first class mail any city, village and township located within or contiguous to the city and to the county planning commission. The notice must occur in advance of the formal planning process of the first public meeting. This same notice must also be sent to any railroad companies or public utility that registers for such a notice with the city. The notice of intent to plan should note that the Village is beginning a planning process and encourage and request cooperation and comments from adjacent communities. The following notice has been posted at the Village Clerk's Office in the Village of Elberta.

## **NOTICE OF INTENT TO PREPARE**

### **A NEW MASTER PLAN AND RECREATION PLAN FOR THE VILLAGE OF EASTLAKE**

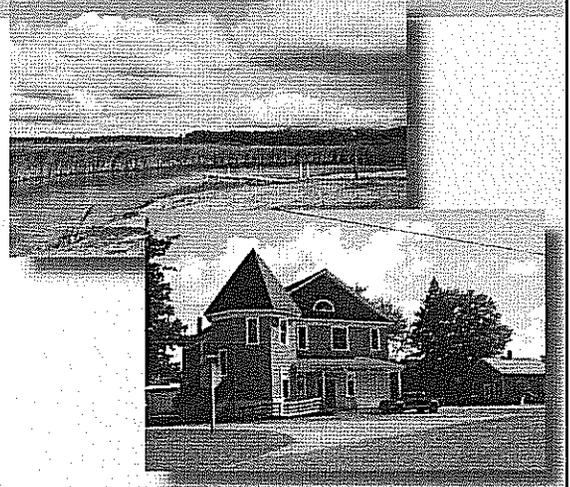
February 1, 2011

In accordance with the requirements of Michigan's P.A. 33 of 2008, and related amendments, this is to notify you that the Village of Eastlake, Michigan, is initiating the process of creating a new Village Master Plan and Recreation Plan, and would like to invite your cooperation and comment in the process.

Later in the process, the Village will be sending a draft copy of the Master Plan for your review and comment, as required by the Act. A link to a location where you may view the amended plan electronically will be provided, or you have the option of receiving a paper copy of the amended plan if you so desire. A paper copy will be also available at the Eastlake Village hall, for review by the general public.

Draft documents and other information on the planning process will be available online at [www.networksnorthwest.org/villageofeastlake](http://www.networksnorthwest.org/villageofeastlake)

# Village of Eastlake Master Plan Public Forum



The Master Plan is created by and for the residents of Eastlake. It's a vision of what the future can be, and a guide to get us there. For the new Master Plan to reflect your values and priorities for the future, the Village needs your input. Please consider attending the Master Plan Public Forums on March 3 to:

## We need your ideas!

### Eastlake Village Master Plan Public Forum

**Date:** Thursday, March 3  
**Location:** Eastlake Village Hall

Afternoon Forum: 1-3 p.m.  
Evening Forum: 6-8 p.m.

The Village of Eastlake is creating a new Village Master Plan. The Master Plan is a guide that helps shape local land use and other community decisions. An updated Master Plan will prepare the Village for changing needs and allow us to make informed decisions about managing resources, directing growth, and enhancing our quality of life.

- Learn about the Master Plan
- Share your ideas and opinions about:
  - Land Use
  - Economy
  - Quality of Life
  - Transportation

Two forums are being offered on March 3, 2011 in order to allow for participation by all Village residents and property owners. An afternoon event will be held from 1-3 p.m.; the program will be repeated from 6-8 p.m.

Let Our Resources Work For You.



**Northwest Michigan  
Council of Governments**  
Workforce • Business • Community

This meeting is open to all members of the public under Michigan's open meetings act. If you are planning to attend and have a disability requiring any special assistance at the meeting, or for more information, please notify the Northwest Michigan Council of Governments at 231-929-5034, or via email at: [sarahlucas@nwm.cog.mi.us](mailto:sarahlucas@nwm.cog.mi.us).