

**From:** [Grobbel Environmental](#)  
**To:** [deputyclerk@villageofempire.com](mailto:deputyclerk@villageofempire.com)  
**Cc:** [Roger Send](#); [Bill Crain](#); [Kelly Simmer](#)  
**Subject:** Re: Lot Splits for the Village at M22  
**Date:** Monday, June 22, 2020 12:49:09 PM  
**Attachments:** [Village at M22 Lot Split Recommendation 6 22 20.pdf](#)  
[Untitled attachment 00021.html](#)  
[Village at M22 Lot Splits 05152020.pdf](#)  
[Untitled attachment 00024.html](#)

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Hi Alacia,

Here is the lot split package for the M22 Development, LLC for tomorrow's Village Council meeting. I am recommending approval and will plan to participate in the meeting to answer any VC questions, if any.

Thank you.

Christopher P Grobbel, PhD  
GROBBEL ENVIRONMENTAL & PLANNING ASSOCIATES  
PO BOX 58  
Lake Leelanau, MI 49653  
231-499-7165

Village of Empire P.O. Box 253 Empire Michigan 49630

June 22, 2020

Mr. Roger Send M-22 Development, LLC

830 E. Front St., Ste. 204  
Traverse City, MI 49686

**RE: Application for Lot/Land Divisions, Parcel No. 45-041-719-011-00, Village of Empire, Leelanau County, Michigan.**

Dear Mr. Send,

Please find this Zoning Administrator review and recommendation for approval of your request for seven (7) lot splits at the above-referenced parcel. The reasons for this recommendation for approval are detailed below. I met with Mr. Tim Figura in late May, 2020 to review these proposed splits in conformance with the Michigan Land Division and the Village of Empire Land Division Ordinance, Ordinance No. 103, dated March 20, 2007.

Empire Ordinance No. 103, Section 5 states:

**“The Village Zoning Administrator shall review and shall make a recommendation to the Village Council for approval or disapproval of the proposed land division or combination. The Village Zoning Administrator (ZA) shall make such recommendation based on his/her determination of the compliance of the proposed division or combination with the following requirements:**

**A. The proposed parcel(s) or lot(s), as divided or combined, shall fully conform to or, if presently conforming, will be more conforming to the requirements of the Village Zoning Ordinance.**

**ZA Recommendation:**

The subject parent parcel (i.e., Parcel # 45-041-719-001-11) is zoned General Residential (GR) pursuant to the Village of Empire, Zoning Ordinance, as amended through Ordinance #132, December 8, 2011. The GR district requires a minimum lot size of 12,500 square feet, minimum lot width of one-hundred (100) feet, twenty (20) feet minimum front setback, ten (10) foot minimum side setback, minimum rear setback of ten (10) feet, and maximum lot coverage of 25 percent.

The proposed lot splits will range from 0.59 to 1.42 acres, and are determined to meet all other relevant dimensional requirements of Section 5.A. of the Village Zoning Ordinance.

**B. The property remaining after the proposed division or combination has occurred constitutes a lot or parcel which conforms fully with the requirements of the zoning district in which it is located or, if presently nonconforming, will be more conforming to the requirements of the Village Zoning Ordinance.**

**ZA Recommendation:**

The proposed lot split is determined to meet this requirement of Village Zoning Ordinance.

**C. A lot in a recorded plat is not divided into more than four (4) parcel(s) or lot(s) as a result of the proposed division.**

**ZA Recommendation:**

Not applicable. The proposed lot splits are a metes and bounds divisions and seven (7) “non-reviewed” splits are allowed under the LDA, and the parent parcel is not within a recorded plat. All subsequent splits, if any, will be subject to site condominium and/or planned unit development review by the Village of Empire.

**D. The division of an unplatted parcel of land complies with the requirements of the LDA.<sup>1</sup>**

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<sup>1</sup> The Michigan Land Division Act, (1967 PA 288, as amended, formerly known as the Subdivision Control Act).

### **ZA Recommendation:**

The Michigan Land Division Act (LDA), in part, states “A municipality shall approve or disapprove of a proposed division ...(provided) each resulting parcel has a depth of no more than 4 times the width or, if an ordinance referred to in subsection (5) (of the LDA) requires a smaller width to depth ratio, a depth ratio as required by the ordinance.”<sup>2</sup> The Michigan LDA also requires parcel access from a public thoroughfare, the provision of easements essential services, etc. The proposed lots are accessible from Crescent Dr., will be adequately served by essential services/utilities, and otherwise comply with the requirements of the Michigan LDA.

**E. Any lot resulting from the proposed division or combination must meet the minimum dimensional requirements of the zoning district in which it is located.**

### **ZA Recommendation:**

The proposed lot splits are determined to meet the minimum requirements of the GR district within the Village Zoning Ordinance. See A and B above.

**F. Any lot resulting from the proposed division or combination must meet the minimum buildable area requirements of the zoning district in which it is located.**

### **ZA Recommendation:**

The lot splits as proposed are determined to meet the minimum buildable area requirements of the GR district within the Village Zoning Ordinance. See A, B and E above.

**G. The division or combination shall not result in the creation of a flag lot except upon a finding by the Village Council that, due to limited street frontage, there is no other way to gain access to the parcel or lot which is otherwise build able under the requirements of the zoning district in which it is located. In such cases, the flag lot created must have at least twenty (20) feet of frontage on a public street and it must be separated from**

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<sup>2</sup> Michigan Land Division Act, (1967 PA 288, as amended, formerly known as the Subdivision Control Act), Section 109(1) (b).

**another flag lot by a distance equal to to the minimum lot width of the zoning district in which the flag lot is located. In addition the main (non-flag) portion of the shall meet the front, side and rear yard setback requirements of the zoning district in which it is located.”**

**ZA Recommendation:**

The proposed new lots are generally of a regular-shape, not flag lots, which reasonably conform with the Village of Empire Land Division Ordinance and the Michigan LDA. It is recommended that the proposed splits conform with Section G above.

**Other Recommendations:**

Section 6 of the Village of Empire Land Division Ordinance requires the Village Council or approve or disapprove the land split application within 45 days of receipt of an administratively complete application. On May 15, 2020 applicant Mr. Roger Send Chase made such application and Village Deputy Clerk Alacia Acton placed this matter on the agenda of the Village Council meeting on June 23, 2020 at 7 pm at the Empire Township Hall, 10088 Front St. Empire, Michigan.

*It is recommended that the proposed splits be approved.*

Please feel free to contact me at 231-499-7175 or [cgrobbel@grobbelenvironmental.com](mailto:cgrobbel@grobbelenvironmental.com) with questions. Thank you.

Sincerely,

**Village of Empire**



**Christopher P. Grobbel, Ph.D.**

**Zoning Administrator**

enclosures

Check # 3040  
\$125<sup>00</sup> 5/15/20 (AM)

**VILLAGE OF EMPIRE**  
**APPLICATION FOR LOT/LAND DIVISION**

Date: 5/15/20

Name of Owner/Applicant: Roger Send

Address: 830 E. Front St. Suite 204 Telephone: (231) 357-1382

Traverse City, MI 49686 Fax: \_\_\_\_\_

Property Identification # of Parent Parcel: 45-041- 719-001-00

Purpose of Division (Include whether or not public sanitary sewer, storm sewer or public water service is existing, available or proposed for each lot created by the proposed division):

Public Water Existing. Each lot will be serviced by  
Public Water & private Septic Systems  
Creating additional Residential lots

List all previous lot/land divisions (since March 31, 1997) that have been approved for this property:

N/A

**THE FOLLOWING ADDITIONAL INFORMATION MUST BE ATTACHED TO THE APPLICATION:**

- A completed application on such form as is determined and provided by the Village.
- The zoning district in which the proposed parcel(s) or lot(s) is/are located and a full description of the minimum dimensional requirements of that district for lot size, minimum frontage required, setbacks, coverage requirements, etc.
- Proof of fee ownership of the land proposed to be divided or combined.
- An adequate and accurate legal description of the proposed parcel(s) or lot(s) to be created, and a drawing or survey showing:
  - 1) the size of the proposed parcel(s) or lot(s) to be created and the boundaries thereof;

- 2) the size of the remainder of the parcel or lot from which the proposed parcel(s) or lot(s) is split;
- 3) public utility easements;
- 4) the location of all existing structures and other land improvements on the proposed parcel(s) or lot (s);
- 5) the accessibility of the parcels for vehicular traffic and utilities from existing public roads.

If the drawing provided is other than a survey map, the application shall not be deemed complete until the Village Zoning Administrators satisfied that the drawing accurately depicts the land proposed to be divided.

- A copy of the recorded plat or other official maps showing the size of parcels in the vicinity of the parcel proposed for division.
- Proof that all due and payable taxes or installments of special assessments pertaining to the land proposed to be divided or combined are paid in full.

Signature of Applicant: Log S. A. member Date: 5/15/20

Signature of Zoning Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Meeting by Village Council: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied and Reason for Denial: \_\_\_\_\_

\_\_\_\_\_

Village of Empire

Parent Parcel # 041-719-001-11

Owner:

M22 Development LLC

830 E. Front Street

Traverse City, MI 49686

Zoning:

General Residential

Min Lot Size: 12,500 sft

Min Lot Width: 100'

Front Setback: 20'

Side Setback: 10'

Rear Setback: 10'

Max Lot Coverage: 25%



**Note:** All dimensions are in feet and decimals thereof. All curve distances are given along the arc.

Surveyed by *Patricia J. O'Neil*  
*Indiana Co.*

2000-2001 County Survey  
Surrey Bay, Michigan

KNEW ALL ABOUT THESE PROSECUTIONS, that Mr. Charles O. Juddett, Ida M. Juddett his wife, Robert M. Juddett, Arlene M. Juddett his wife, William T. Juddett, Rosalind Juddett his wife — as proprietors have owned the land enclosed in the annexed plat to be surveyed, laid out and platted, to be known as BEYLER MEMORIAL PARK, of part of the south 1/4 of the sec. 19, T22N, R14E, village of Beyley, Hamilton County, Indiana, and that the streets as shown on said plat is hereby dedicated to the use of the public.

Hinged and Sealed  
in the presence of:

\*\*\*\*\*  
(w/turnover)

David J. Liebowitz (witness)

**PAGE NO.**

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from coming, personally  
Robert Milner, Alvin J.  
the thin person who en-

**THE UNIVERSITY OF CHICAGO**

This plot was approved by the

and the provisions of A

APPROVAL: 1

This plant was examined at the University of Tennessee, Knoxville, Tennessee, by the Tennessee County...

Martin Regier - Chairman

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Committed at the time of

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of the city. N-221

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stream.

COPY

10. *Chrysomelidae*

11

10/10/10

15

Signature of donor  
\_\_\_\_\_  
Date, day, month, year

10

100

42133

## **SURVEY WAIVER**

Date: October 03, 2019

Property: W Empire Hwy  
Empire, MI 49630  
Commitment No.: 34964TRV

We, the undersigned, herein acknowledge that we have been strongly advised to obtain a land survey showing the dimensions of the property and the location of all buildings situated thereon. We have agreed, completely of our own volition, not to obtain a survey and wish to complete the transaction without the recommended survey.

Further, the undersigned agree to indemnify, save and hold harmless Transnation Title Agency of Michigan Northern Division, from any responsibility and/or liability, loss or damage concerning or pertaining to survey matters, including but not limited to size of lot or land, location of boundary lines, locations of buildings and encroachments of any kind.

M22 Development, LLC, a Michigan Limited Liability Company

X   
By: Roger Send, Managing Member of Cornerstone Affordable Homes, LLC now known as  
Cornerstone Homes TC, LLC  
Its: Sole Member

## CLOSING CONDITIONS

Property: W Empire Hwy  
Empire, MI 49630  
Commitment No.: 34964TRV

In accordance with the Purchase Agreement dated September 24, 2019 the Closing Statement and documents were prepared.

The following items are to remain with the property: as stated in the purchase agreement.

The 2019 have been prorated to the day of closing. If a difference of more than 5% develops between the estimated and actual tax, (EXCLUDING a Homestead status change), either party may request a re-proration of taxes. Seller(s) and Buyer(s) will re-prorate independently. Transnation Title Agency of Michigan Northern Division is not responsible for re-proration. All future taxes are Buyer(s)'s responsibility.

Possession is to be given at closing.

All insurance is the responsibility of the Buyer(s) effective the day of closing.

Seller(s) certify that there have been no repairs and/or improvements of any kind within the last 90 days that might cause a lien against the property.

Both Buyer(s) and Seller(s) agree that all the contingencies and provisions in the Purchase Agreement have been met to their satisfaction.

Seller(s) is responsible for all utilities until the date of possession. Seller (s) and Buyer (s) are to make the necessary change overs of all utilities. Buyer(s) herein acknowledge that the final title insurance policy does not include coverage for any utility bills including, but not limited to, water/sewer bills.

Seller(s) certify that there are NO special assessments currently assessed to said property, including but not limited to: Water, Sewer, Riser, Benefit, Lighting, Paving, Road, Sidewalks, Curb or Gutter, EXCEPT what is being paid off on this closing statement.

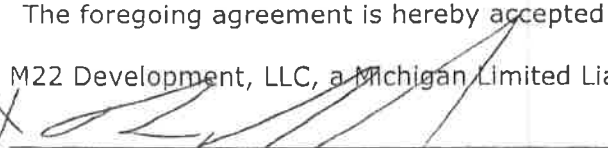
The Buyer(s) certify that neither the employees nor agents of Coldwell Banker Schmidt Realtors have made any guarantees or warranties to them concerning the property.

Both parties acknowledge that Transnation Title Agency of Michigan Northern Division is acting only as a closing agent and has not negotiated any of the terms of this transaction.

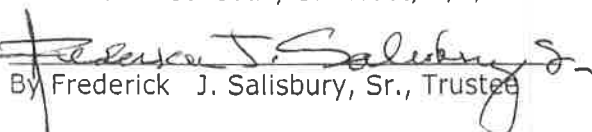
The undersigned parties hereby agree with the figures as shown of the closing statement and the additional clauses as stated above.

The foregoing agreement is hereby accepted and approved on October 03, 2019.

M22 Development, LLC, a Michigan Limited Liability Company

By:  Roger Send, Managing Member of Cornerstone Affordable Homes, LLC now known as Cornerstone Homes TC, LLC,  
Its: Sole Member

Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997

  
By Frederick J. Salisbury, Sr., Trustee

## CONTINGENCY REMOVAL

Date: October 03, 2019

Property: W Empire Hwy  
Empire, MI 49630

Commitment No.: 34964TRV


In reference to the sales agreement dated September 24, 2019 between the Buyer(s) and Seller(s) herein identified, and all subsequent addendums to that agreement for the property stated above, it is agreed by the Buyer(s) and Seller(s) that all contingencies pursuant to said agreement, have been met, resolved or removed to the satisfaction of all parties concerned.

Further, the undersigned agree to indemnify, save and hold harmless Transnation Title Agency of Michigan Northern Division, from any responsibility and/or liability, loss or damage relative thereto.

M22 Development, LLC, a Michigan Limited Liability Company

  
By: Roger Send, Managing Member of Cornerstone Affordable Homes, LLC now known as  
Cornerstone Homes TC, LLC  
Its: Sole Member

Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997

  
By Frederick J. Salisbury, Sr., Trustee

**File No./Escrow No.:** 34964TRV  
**Print Date & Time:** 10/03/19 2:11 PM  
**Officer/Escrow Officer:** Donna Bowman  
**Settlement Location:**  
 Transnation Title Agency of Michigan  
 600 E. Front Street, Suite 100  
 Traverse City, MI 49686

Transnation Title Agency of Michigan  
 Northern Division  
**ALTA Universal ID:** 1111491  
 600 E. Front Street, Suite 100  
 Traverse City, MI 49686

**Property Address:** Leelanau County  
 W Empire Hwy  
 Empire, MI 49630  
  
**Borrower:** M22 Development, LLC, a Michigan Limited Liability Company  
 830 E. Front Street, Ste. 204  
 Traverse City, MI 49686  
  
**Seller:** Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997  
 11801 S. Leelanau Hwy.  
 P.O. Box 249  
 Empire, MI 49630  
  
**Lender:**  
**Loan Number:**  
**Settlement Date:** 10/03/2019  
**Disbursement Date:** 10/03/2019

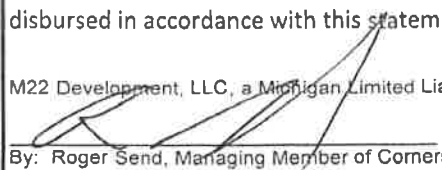
Description	Borrower/Buyer	
	Debit	Credit
<b>Financial</b>		
Sale Price of Property	\$300,000.00	
<b>Prorations/Adjustments</b>		
Summer property taxes from 10/03/2019 to 12/31/2019	\$67.55	
LAND CONTRACT BALANCE		\$250,000.00
Winter property taxes from 01/01/2019 to 10/03/2019		\$547.99
<b>Other Loan Charges</b>		
Appraisal Fee		
Credit Report Fee		
Flood Determination Fee		
Tax Monitoring Fee		
<b>Title Charges &amp; Escrow / Settlement Charges</b>		
Title - Buyer's Settlement Fee to Transnation Title Agency of Michigan	\$225.00	
Buyers Agent Commission to Coldwell Banker	\$2,000.00	

Description	Borrower/Buyer	
	Debit	Credit
<b>Government Recording and Transfer Charges</b>		
Record Land Contract Memo to Leelanau County Register of Deeds	\$30.00	
<b>Miscellaneous</b>		
Broker Administrative Fee to Coldwell Banker	\$195.00	
	Borrower/Buyer	
	Debit	Credit
<b>Subtotals</b>	\$302,517.55	\$250,547.99
Due From Borrower		\$51,969.56
<b>Totals</b>	\$302,517.55	\$302,517.55

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Transnation Title Agency of Michigan Northern Division to cause the funds to be disbursed in accordance with this statement.

M22 Development, LLC, a Michigan Limited Liability Company

  
By: Roger Send, Managing Member of Cornerstone Affordable Homes, LLC now known as Cornerstone Homes TC, LLC,  
Its: Sole Member

10/3/19  
Date

### ADDENDUM TO PURCHASE AGREEMENT

Relative to the Purchase Agreement dated September 24, 2019 by and between Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997 as Seller(s) and Cornerstone Homes TC, LLC, a Michigan Limited Liability Company as Buyer(s) of property located at:

W Empire Hwy, Empire, MI 49630

and legally described as:

SEE ATTACHED EXHIBIT "A"

It is hereby agreed that the said Purchase Agreement is amended as follows:

All parties agree and acknowledge the \$1,000.00 earnest money deposit stated in item #13 of the Buy and Sell Agreement was not given and is not a part of this transaction.

All parties agree and acknowledge the purchaser in this transaction is M22 Development, LLC, a Michigan Limited Liability Company.

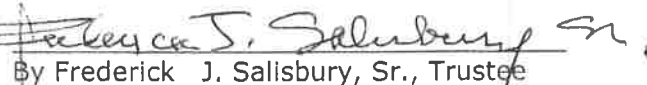
All other terms and conditions of said Purchase Agreement remain unchanged.

Date: October 3, 2019.

M22 Development, LLC, a Michigan Limited Liability Company

  
By: Roger Send, Managing Member of Cornerstone Affordable Homes, LLC now known as  
Cornerstone Homes TC, LLC  
Its: Sole Member

Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997

  
By Frederick J. Salisbury, Sr., Trustee



**File No./Escrow No.:** 34964TRV  
**Print Date & Time:** 10/03/19 2:10 PM  
**Officer/Escrow Officer:** Donna Bowman  
**Settlement Location:**  
 Transnation Title Agency of Michigan  
 600 E. Front Street, Suite 100  
 Traverse City, MI 49686

Transnation Title Agency of Michigan  
 Northern Division  
**ALTA Universal ID:** 1111491  
 600 E. Front Street, Suite 100  
 Traverse City, MI 49686

**Property Address:** Leelanau County  
 W Empire Hwy  
 Empire, MI 49630  
  
**Borrower:** M22 Development, LLC, a Michigan Limited Liability Company  
 830 E. Front Street, Ste. 204  
 Traverse City, MI 49686  
  
**Seller:** Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997  
 11801 S. Leelanau Hwy.  
 P.O. Box 249  
 Empire, MI 49630  
  
**Settlement Date:** 10/03/2019  
**Disbursement Date:** 10/03/2019

Description	Seller	
	Debit	Credit
<b>Financial</b>		
Sale Price of Property		\$300,000.00
<b>Prorations/Adjustments</b>		
Summer property taxes from 10/03/2019 to 12/31/2019		\$67.55
LAND CONTRACT BALANCE	\$250,000.00	
Winter property taxes from 01/01/2019 to 10/03/2019	\$547.99	
<b>Other Loan Charges</b>		
Appraisal Fee		
Credit Report Fee		
Flood Determination Fee		
Tax Monitoring Fee		
<b>Title Charges &amp; Escrow / Settlement Charges</b>		
Title - Owner's Title Insurance to Transnation Title Agency of Michigan	\$1,433.00	
Title - Seller's Settlement Fee to Transnation Title Agency of Michigan	\$225.00	
<b>Government Recording and Transfer Charges</b>		

Description	Seller	
	Debit	Credit
Record Certificate of Trust to Leelanau County Register of Deeds	\$30.00	
	Seller	
	Debit	Credit
<b>Subtotals</b>	\$252,235.99	\$300,067.55
<b>Due To Seller</b>	<b>\$47,831.56</b>	
<b>Totals</b>	<b>\$300,067.55</b>	<b>\$300,067.55</b>

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Transnation Title Agency of Michigan Northern Division to cause the funds to be disbursed in accordance with this statement.

Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997

  
By Frederick J. Salisbury, Sr., Trustee

10-3-19.  
Date

\_\_\_\_\_  
Date

**CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY**

State of MICHIGAN )

) ss.

County of GRAND TRAVERSE )

Frederick J. Salisbury, Sr., being first duly sworn, depose and say:

1. That I am of legal age and under no disability.

2. That I, Frederick J. Salisbury, Sr. established a certain Trust entitled the Frederick J. Salisbury, Sr. Trust dated October 20, 1997 and I am the Settlor and currently the trustee of the Trust.

3. The Trust provides that the Trustee(s) of the Trust have the following powers with respect to real and other property affected by the Trust, exercisable in the discretion of the Trustee:

C. To sell or dispose of or grant options to purchase or sell any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit

4. The legal description of the affected real property is; the following described premises situated in the Township/Village of Empire, County of Leelanau and State of Michigan, to-wit:

SEE ATTACHED EXHIBIT "A"

5. The Trust provides that it be governed by the laws of the State of Michigan.

## LAND CONTRACT

### THIS CONTRACT, MADE THIS 3RD DAY OF OCTOBER, 2019 BETWEEN

Frederick J. Salisbury Sr., Trustee of the Frederick J. Salisbury Trust, U/T/D October 20, 1997 whose address is 11801 S. Leelanau Hwy., P.O. Box 249, Empire, MI 49630

Hereinafter referred as the "Seller" and

M22 Development, LLC, a Michigan Limited Liability Company whose address is 830 E. Front Street, Ste. 204, Traverse City, MI 49686

Hereinafter referred to as the "Purchaser."

**WITNESSETH**, That in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum hereinafter stated to be duly paid by the purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

**1. Sale.** The seller hereby sells and agrees to convey to the purchaser all that certain piece or parcel of land situated in Village/Township of Empire, Leelanau County, State of Michigan, commonly known as W Empire Hwy, Empire, Michigan 49630 and described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

Together with all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvement and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, now on the premises, and the right to make all available division(s) under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967, subject to all recorded easements, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the premises.

**2. Price and Terms.** Said Purchaser hereby purchases said premises from the Seller and agrees to pay the Seller therefore the sum of \$300,000.00 together with interest at a rate of 4% per annum which shall be paid as follows:

- (a) \$50,000.00 on delivery of this contract, the receipt whereof is hereby confessed and acknowledged by said Seller.
- (b) Interest Only Payments due on the 1st day of each month and the same day of each and every month thereafter until all principal and interest owed hereunder have been paid in full.
- (c) All accrued interest and principal shall be due and payable on or before November 1, 2020.

The all amounts owed hereunder shall be secured by this contract. Purchaser has the right to prepay all monies owed hereunder at anytime without penalty. Interest shall commence to run on the unpaid balance of principal as of October 3, 2019. All payment shall be paid to Seller at 11801 S. Leelanau Hwy., P.O. Box 249, Empire, MI 49630 until Purchaser is given written notice to the contrary.

**3. Taxes and Insurance.** Said Purchaser shall promptly pay, when due, all taxes and assessments of every nature which shall become a lien on said premises after the date hereof, and any installments of special assessments becoming due after the date hereof, and shall, during the continuance of this contract, maintain liability insurance on the premises, naming the Seller as an additional insured, keep insured the buildings now on said premises, or which shall hereafter be placed thereon, in the name of said Seller against loss by fire and windstorm, in such amount as the Seller shall approve, and forthwith deposit all policies of insurance with the Seller, with loss, if any, payable to the Seller, as Seller's interest may appear under this contract. Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said buildings insured, the Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid hereon and be due at once and bear interest until paid at the rate of the per cent per annum above specified in Paragraph 2.

In case of damage as a result of which said insurance proceeds are available, the Purchaser may, within sixty (60) days of said loss or damage, give to the seller written notice of Purchaser's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if the Purchaser elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this contract, and then as a prepayment upon the principal balance owing and without penalty, notwithstanding other terms of paragraph 2 to the contrary. No such repayment shall defer the time for payment of any remaining payments required by said contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Purchaser.

**4. Maintenance.** All buildings, trees or other improvements now on said premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and may not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the said premises and all improvements in as good condition as they are now.

**5. Enforcement on Default.** If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller may:

(a) give the purchaser a written notice specifying the default and informing the purchaser that if the default continues for a period of fifteen days after service of the notice that the Seller will without further notice declare the entire balance due and payable, and proceed according to the common law or the statutes of the State of Michigan; or

(b) not declare the entire balance due and payable, and proceed according to the common law or the statutes of the State of Michigan including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any money required to be paid under the contract or any other breach of the contract, but in the event the Seller elects to proceed under this sub-paragraph the Seller shall give the Purchaser a written notice of forfeiture specifying the default which has occurred and shall give the Purchaser a period of fifteen days after service of the notice of forfeiture to cure the default.

**6. Deed and Evidence of Title.** If the Purchaser shall, in the time and manner above specified, make all the payments herein provided for, and shall observe and perform all the conditions and agreements herein made, the Seller shall thereupon by good and sufficient warranty deed, convey the premises to the Purchaser on the conditions herein agreed upon. Seller shall deliver with said deed a complete abstract of title and tax history of the premises certified to date of conveyance and showing a marketable title, subject to easements, conditions, encumbrances and limitations of record, in the Seller, or a fee simple title insurance policy guaranteeing title to the premises in the name of Purchaser; provided, however, that the warranty deed, the abstract and the tax history shall be limited so as to except acts or negligence of parties other than the Seller subsequent to the date of this contract.

In the event that evidence of title in the Seller, by abstract of title insurance, has been furnished the Purchaser current with the date of this contract, Purchaser agrees that except for costs resulting from negligence, or death of the seller, the cost of additional evidence of title shall be the obligation of the Purchaser.

**7. Possession.** Possession of said premises may be taken by said Purchaser on October 3, 2019 and retained for so long as no default is made by said Purchaser in any terms or conditions hereof.

**8. Assignment or Sale.** Purchaser further agrees that, notwithstanding any other provision herein contained, this land contract shall become immediately due and payable in the event purchaser shall sell, assign, transfer or convey his interest or any part of his interest in the subject property by assignment, sub-land contract, or any other manner, without first securing the written consent of the Seller.

**9. Conveyance or Mortgage by Seller.** The Seller reserves the right to convey his interest in the above described land and his conveyance hereof shall not be a cause for rescission.

**10. Notices.** Until endorsed on this contract to the contrary, each of the parties hereto agrees that notices required hereunder may be sent to:

Seller at 11801 S. Leelanau Hwy., P.O. Box 249, Empire, MI 49630

Purchaser at 830 E. Front Street, Ste. 204, Traverse City, MI 49686

And when mailed, postage prepaid, to said address shall be binding and conclusively presumed to be served upon said parties respectively. Notice of forfeiture of this contract shall be served as provided by law.

**11. Pronouns.** If more than one joins in the execution hereof as Seller or Purchaser, or either be of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.

**12. Time of Essence.** It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

**13. Condition of Premises.** Purchaser agrees that the Seller has made no representations or warranties and makes no representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries.

**14. Rents and Profits.** Notwithstanding any other provisions herein contained or any provision of law, the parties expressly agree that in the event of default not cured by the Purchaser within fifteen (15) days after notice of intent to forfeit the contract is served upon the Purchaser; Seller shall have the right to possession of the subject property, and to receive all rents and profits relative to the subject property from and after the date set in said notice for curing such default and such right of Seller shall continue during any period that forfeiture or foreclosure proceedings may be pending and during any period of redemption. Purchaser further agrees that Seller shall have the right to the appointment of a receiver which may be Seller or an agent of Seller.

**15. Attorney Fees.** In the event of default, in addition to any remedies or rights of Seller, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller hereunder, which sums shall be payable prior to Purchaser's being deemed to have corrected any such default.

**16. Late Payment Charge.** If Purchaser shall fail to pay, within ten (10) days after the due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of Five (5%) percent of the late installment. Such charge shall be paid to the Seller at the time of payment of the past due installment. The charge is deemed by the parties to cover Seller's administrative costs resulting from purchaser's delinquency.

17. Other Provisions

a). Seller to release portions of the property to Buyer by Warrant Deed if Buyer sells such portions of the property to a third party in exchange for Seller receiving all net proceeds from the sale of the property, which shall be applied by Seller to amounts owed under the Land Contract.

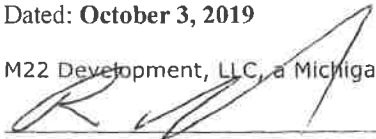
b). Until purchase price is paid in full, the Seller is permitted to deposit clean fill on the Property, said fill coming from Seller's storage shed site on Fisher Street in Empire. Seller is also permitted to remove such fill from the Property to restore land surface once the Seller has removed its building located at the Southeast corner of M -72 and M-22 in Empire. Unless otherwise agreed by the parties, the amount of fill removed from the Property shall not exceed the amount of fill deposited on the Property by Seller.

**Balloon Payment (Optional)** Notwithstanding any provision to the contrary contained herein, Purchaser shall pay the entire balance of principal and interest due hereunder on or before the expiration of **November 1, 2020.**

In Witness Whereof, the parties, the parties hereto have executed this Land Contract on the day and year first above written.

Dated: **October 3, 2019**

M22 Development, LLC, a Michigan Limited Liability Company

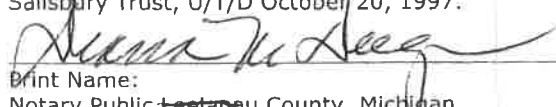
  
By Roger Send, Member

Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997

  
By Frederick J. Salisbury, Sr., Trustee

STATE OF MICHIGAN  
COUNTY OF ~~LEELANAU~~ GRAND TRAVERSE

The foregoing instrument was acknowledged before me on October 3, 2019, by Roger Send, Member of M22 Development, LLC, a Michigan limited liability company and Frederick J. Salisbury Sr., Trustee of the Frederick J. Salisbury Trust, U/T/D October 20, 1997.

  
Print Name: \_\_\_\_\_  
Notary Public ~~Leelanau~~ County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

**DIANA M. DEEGAN, Notary Public**  
**Leelanau County, Michigan**  
**My Commission Expires 08-09-2024**  
**Acting in Grand Traverse County, MI**

Drafted by:  
Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997  
assisted by Transnation Title Agency  
11801 S. Leelanau Hwy.  
P.O. Box 249  
Empire, MI 49630

Return to:  
Frederick J. Salisbury Sr. Trust, U/T/D October  
20, 1997  
11801 S. Leelanau Hwy.  
P.O. Box 249  
Empire, MI 49630



File No.: 34964TRV

EXHIBIT "A"

Property situated in the Village/Township of Empire, County of Leelanau, and State of Michigan described as:

PARCEL 1:

The North Fractional Half (N Frl 1/2) of the Southwest fractional quarter (SW Frl 1/4) of Section Nineteen (19) Town Twenty-Eight (28) North, Range Fourteen (14) West, EXCEPT one acre of land in the Northwest corner sold to John Wickwire, described as follows: Commencing 50 feet South of the West One-Quarter post of Section 19, Town 28 North, Range 14 West; thence East to the center of the Manistee & Leland State Road, (now known as State Highway M-22) and as said Road is presently located, running through said land; thence in a Southwesterly direction in center of said road to the West section line of said Section 19; thence North to the Place of Beginning; ALSO EXCEPT a piece of land in the Southwest corner described as follows: Commencing at the Southwest corner of above described land; thence East 180 feet; thence North 150 feet; thence West 180 feet; thence South 150 feet to Place of Beginning; ALSO EXCEPT a parcel of land conveyed to the County of Leelanau, by deed recorded in Liber 64, Page 596; ALSO EXCEPT Commencing at a point one hundred fifty feet (150) North of the Southwest corner of the North fractional half (N Frl 1/2) of the Southwest fractional quarter (SW Frl 1/4) of Section 19, Town 28 North, Range 14 West; thence North on Section line two hundred forty-six feet (246); thence East one hundred eighty feet (180); thence South two hundred forty-six feet (246); thence West one hundred eighty feet (180) to Place of Beginning. ALSO EXCEPT the plat of "Sunset Subdivision: as recorded in Plat Book 3 on page 15 in the Register of Deeds Office, Leelanau County, Michigan, and ALSO EXCEPT all that part of the North fractional half of the Southwest fractional quarter of Section 19, Town 28 North, Range 14 West, lying South of State Highway M-72 as presently located.

ALSO EXCEPT Commencing at the intersection of the centerline of M-72 and Crescent Drive of Sunset Subdivision; thence along the centerline of M-72, 250 feet Easterly; thence Northerly 0°40' East to the intersection of centerline of Platted Crescent Drive; thence Southwesterly along the centerline of Crescent Drive to the intersection of the centerline of Sunset Drive; thence South along the centerline of Crescent Drive to the Point of Beginning, being a part of the North half of the Southwest quarter of Section 19, Town 28 North, Range 14 West EXCEPT that part lying within Crescent Drive.

ALSO EXCEPT Part of the Southwest quarter, Section 19, Town 28 North, Range 14 West, more fully described as: Commencing at the West quarter corner of said Section 19; thence

South 02°34'50" West, 1329.8 feet; thence South 88°50' East, 514.37 feet, along the centerline of Highway M-72; thence Northeasterly, 142.88 feet, along said centerline and the arc of a 2291.98 foot radius curve to the left, the long chord of which bears North 89°22'50" East, 142.88 feet; thence North 0°40' East, 33.05 to the Northerly Right-of-way line of said M-72 and the Point of Beginning; thence North 0°40' East, 446.30 feet, to the Southerly Right-of-Way line of Crescent Drive; thence North 35°44' East, 51.88 feet, along said Right-of-way line; thence South 89°20' East, 70.19 feet; thence South 0°40' West, 481.08 feet, to the Northerly Right-of-way line of Highway M-72; thence Southwesterly 100.31 feet along said Right-of-way line and the arc of a 2258.98 foot radius curve to the right, the long chord of which bears South 86°16' 39" West, 100.30 feet, to the Point of Beginning.

Further EXCEPT all lands North of Leelanau Highway (M-22).

Tax ID:  
45-041-719-001-00

### MEMORANDUM OF LAND CONTRACT

---

*This Memorandum of Land Contract*, entered into on October 3, 2019

*BY AND BETWEEN* Frederick J. Salisbury Sr., Trustee of the Frederick J. Salisbury, Sr. Trust, U/T/D October 20, 1997, whose address is 11801 S. Leelanau Hwy.

P.O. Box 249, Empire, MI 49630 hereinafter "Seller"

and M22 Development, LLC, a Michigan Limited Liability Company,

whose address is 830 E. Front Street, Ste. 204, Traverse City, MI 49686 hereinafter "Buyer":

WITNESSETH:

*Whereas*, buyer and Seller have entered into a Land Contract of even date herewith; and,

*Whereas*, the parties desire to give record notice of existence of said Land Contract.

*Now Therefore*, in consideration of the Premises and for other good and valuable consideration Seller acknowledges and agrees that they have sold to Buyer on the Land Contract dated October 3, 2019, the following described premises situated in the Village/Township of Empire, County of Leelanau, and State of Michigan to-wit:

SEE ATTACHED EXHIBIT "A"

Tax Parcel # 45-041-719-001-00

The purpose of this Memorandum of Land Contract is to give record notice to the existence of said Land Contract.

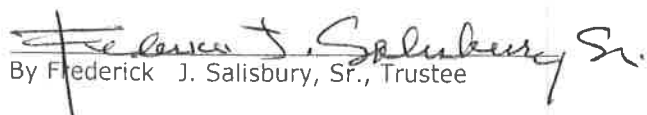
Provisions stated in the Land Contract:

a). Seller to release portions of the property to Buyer by Warrant Deed if Buyer sells such portions of the property to a third party in exchange for Seller receiving all net proceeds from the sale of the property, which shall be applied by Seller to amounts owed under the Land Contract.

b). Until purchase price is paid in full, the Seller is permitted to deposit fill on the Property, said fill coming from Seller's storage shed site on Fisher Street in Empire. Seller is also permitted to remove fill from the Property to restore land surface once the Seller has removed its building located at the Southeast corner of M -72 and M-22 in Empire. Unless otherwise agreed by the parties, the amount of fill removed from the Property shall not exceed the amount of fill deposited on the Property by Seller.

*In Witness Whereof*, the parties hereto have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.

Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997

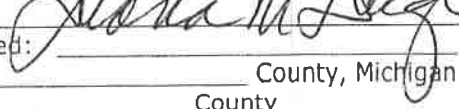
  
By Frederick J. Salisbury, Sr., Trustee

**MEMORANDUM OF LAND CONTRACT - Continued**

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

The foregoing instrument was acknowledged before me on October 03, 2019, by Frederick J. Salisbury Sr., Trustee of the Frederick J. Salisbury Trust, U/T/D October 20, 1997.

Notary Signature:   
Notary Name Printed: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

**DIANA M. DEEGAN, Notary Public**  
Leelanau County, Michigan  
My Commission Expires 08-09-2024  
Acting in Grand Traverse County, MI

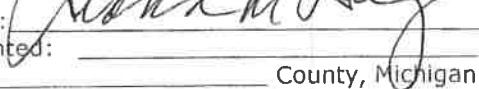
M22 Development, LLC, a Michigan Limited Liability Company

  
By: Roger Send, Managing Member of Cornerstone Affordable Homes, LLC now known as Cornerstone Homes TC, LLC,  
Its: Sole Member

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

The foregoing instrument was acknowledged before me on October 03, 2019, by Roger Send, Managing Member of Cornerstone Affordable Homes, LLC now known as Cornerstone Homes TC, LLC, Sole Member of M22 Development LLC.

Notary Signature:   
Notary Name Printed: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

**DIANA M. DEEGAN, Notary Public**  
Leelanau County, Michigan  
My Commission Expires 08-09-2024  
Acting in Grand Traverse County, MI

Prepared By:

Frederick J. Salisbury Sr., Trustee of the Frederick J. Salisbury, Sr. Trust, U/T/D October 20, 1997,  
Assisted by Transnation Title Agency  
1801 S. Leelanau Hwy., Empire, MI 49630  
File No. 34964TRV

When recorded return to:  
M22 Development, LLC, a Michigan Limited Liability Company  
830 E. Front Street, Ste. 204  
Traverse City, MI 49686

34964TRV

## Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

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

1. Street Address of Property <b>W Empire Hwy, Empire, MI 49630</b>	2. County <b>Leelanau</b>	3. Date of Transfer (or land contract was signed) <b>October 3, 2019</b>
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input checked="" type="checkbox"/> Village <b>Village/Township of Empire</b>		5. Purchase Price of Real Estate <b>\$300,000.00</b>
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. <b>PIN:</b> This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. <b>45-041-719-001-00</b>		6. Seller's (Transferor) Name <b>Frederick J. Salisbury Sr. Trust, U/T/D October 20, 1997</b>
		8. Buyer's (Transferee) Name and Mailing Address <b>M22 Development LLC, a Michigan Limited Liability Company 830 E. Front Street, Ste. 204 Traverse City, MI 49686</b>
		9. Buyer's (Transferee) Telephone Number

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

10. Type of Transfer. <u>Transfers</u> include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See Page 2 for list. <input checked="" type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was this property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Amount Financed (Borrowed)

### EXEMPTIONS

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

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

### CERTIFICATION

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

Printed Name

**M22 Development LLC Roger Send member**

Signature

*[Signature]*  
Name and title if signer is other than the owner

Daytime Phone Number

Date

**10-3-19.**

E-mail Address

**ACKNOWLEDGEMENT OF HOMEOWNER'S PRINCIPAL RESIDENCE EXEMPTION  
AFFIDAVIT AND PROPERTY TRANSFER AFFIDAVIT**

Date: October 03, 2019  
Commitment No.: 34964TRV  
Property: W Empire Hwy, Empire, MI 49630

**The undersigned hereby acknowledges** receipt of **Property Transfer Affidavit** form (**Michigan Department of Treasury Form No. L-4260**) as same is required by Public Act 415 of 1994 which imposes obligations on buyers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Agency of Michigan is under no obligation to provide said form but does as an accommodation to the undersigned. The undersigned assumes all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

Please check one of the following:

☐ The undersigned do not request that Transnation Title Agency of Michigan file the form on their behalf.

☒ The undersigned have fully and properly completed the form and request that Transnation Title Agency of Michigan mail the form by first class mail and acknowledges that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event that said form is not received or properly processed by the local tax collecting unit.

**The undersigned hereby acknowledges** receipt of the **Homeowner's Principal Residence Exemption Affidavit (Michigan Department of Treasury Form No. 2368)** as same is allowed by Public Act 415 of 1994. The undersigned acknowledges that there is no cause of action against the closing agent for failing to provide or file the form MCL 211.7cc(18). The undersigned assume(s) all responsibility relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

☒ The undersigned do not request that Transnation Title Agency of Michigan file the form on their behalf.

☐ The undersigned have fully and properly completed the form and request that Transnation Title Agency of Michigan mail the form by first class mail and acknowledges that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event that said form is not received or properly processed by the local tax collecting unit.

BUYERS:

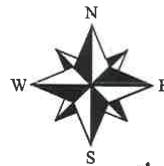
Cornerstone Homes TC, LLC, a Michigan Limited Liability Company

  
By Roger Send, Member

**Transnation Title Agency of Michigan**  
600 E. Front Street, Suite 100  
Traverse City, MI 49686  
Phone: 231-946-7034 Fax: 231-946-8130

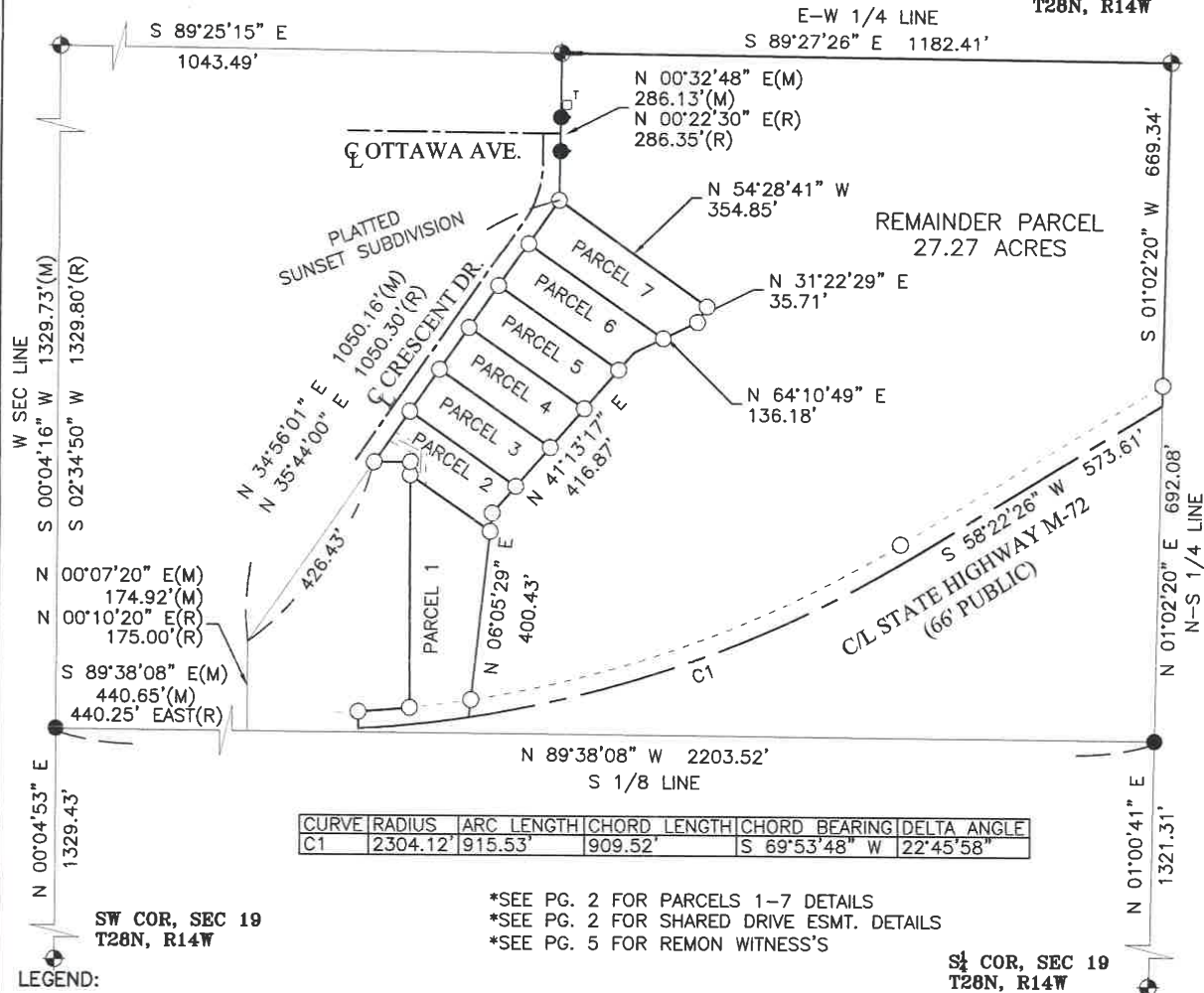
# CERTIFICATE OF SURVEY

PART OF THE N $\frac{1}{2}$ , SW FRL  $\frac{1}{4}$ , SEC. 19, T 28 N, R 14 W,  
VILLAGE OF EMPIRE, LEELANAU CO., MICHIGAN.



W $\frac{1}{2}$  COR, SEC 19  
T28N, R14W

E-W 1/4 LINE  
S 89°27'26" E 1182.41'



LEGEND:

- = FOUND  $\frac{1}{2}$ " REBAR
- ⊕ = FOUND MONUMENT
- = SET  $\frac{1}{2}$ " REBAR & CAP
- △ = SET PK NAIL
- ▲ = FOUND PK NAIL
- = CABLE RISER
- (R) = PREVIOUSLY RECORDED AS
- (M) = MEASURED

BEARINGS : NAD 83, SPC, MI  
CENTRAL. PREVIOUS WORK.

BEARINGS & DISTANCES ARE  
SHOWN AS MEASURED UNLESS  
OTHERWISE STATED.

0 300 600



SCALE: 1" = 300'

**SIMMER**  
LAND SURVEYING

Kelly M. Simmer, PS  
Professional Land Surveyor

404 W. Mesick Ave • Mesick, MI 49668  
Cell: (231) 429-4914  
ksimmer@simmerlandsurvey.com

Kelly M. Simmer, PS #53089

I certify that I have surveyed and mapped the land platted and/or described hereon, that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that the requirements of P.A. 132 of 1970, as amended, have been complied with.

This survey plat was prepared for the exclusive use of the person, persons or entity named in the certificate hereon. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

CERTIFIED TO:	DRAWN: IRA	JOB 306919T
M22 DEVELOPMENT LLC		
LAND DIVISION TO BE APPROVED BY GOVERNING MUNICIPALITY	JANUARY 9, 2020	SHEET 1 OF 5



# CERTIFICATE OF SURVEY

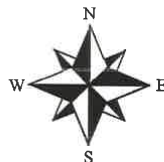
PART OF THE N $\frac{1}{2}$ , SW FRL  $\frac{1}{4}$ , SEC. 19, T 28 N, R 14 W,  
VILLAGE OF EMPIRE, LEELANAU CO., MICHIGAN.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	2304.12'	216.88'	216.80'	S 83°58'35" W	5°23'35"
C3	2271.12'	100.31'	100.31'	N 85°21'40" E	2°31'51"

W $\frac{1}{2}$  COR, SEC 19  
T28N, R14W

W SEC LINE  
S 00°04'16" W 1329.73'(M)  
S 02°34'50" W 1329.80'(R)

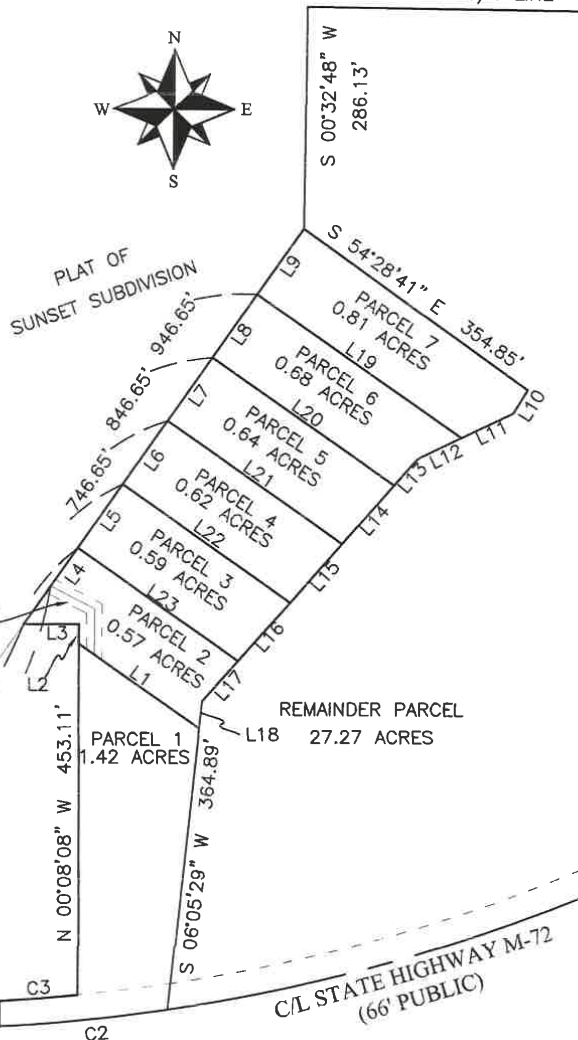
LINE	BEARING	DISTANCE
L1	N 55°02'42" W	189.71'
L2	N 00°08'08" W	25.44'
L3	S 89°30'21" W	70.77'
L4	N 34°56'01" E	120.23'
L5	N 34°56'01" E	100.00'
L6	N 34°56'01" E	100.00'
L7	N 34°56'01" E	100.00'
L8	N 34°56'01" E	100.00'
L9	N 34°56'01" E	103.51'
L10	S 31°22'29" W	35.71'
L11	S 64°10'49" W	73.74'
L12	S 64°10'49" W	62.44'
L13	S 41°13'17" W	45.78'
L14	S 41°13'17" W	100.60'
L15	S 41°13'17" W	100.60'
L16	S 41°13'17" W	100.60'
L17	S 41°13'17" W	69.29'
L18	S 06°05'29" W	35.54'
L19	N 55°02'43" W	321.02'
L20	N 55°02'42" W	285.50'
L21	N 55°02'42" W	274.48'
L22	N 55°02'42" W	263.46'
L23	N 55°02'42" W	252.44'



E-W 1/4 LINE

20' SHARED DRIVE EASEMENT  
N 00°07'20" E(M) 174.92'(M)  
N 00°10'20" E(R) 175.00'(R)  
S 89°38'08" E(M) 440.65'(M)  
N 00°08'08" W 33.05'  
440.25' EAST(R)

PLAT OF  
SUNSET SUBDIVISION



## LEGEND:

- = FOUND 1\2" REBAR
- ⊕ = FOUND MONUMENT
- = SET 1\2" REBAR & CAP
- △ = SET PK NAIL
- ▲ = FOUND PK NAIL
- (R) = PREVIOUSLY RECORDED AS
- (M) = MEASURED

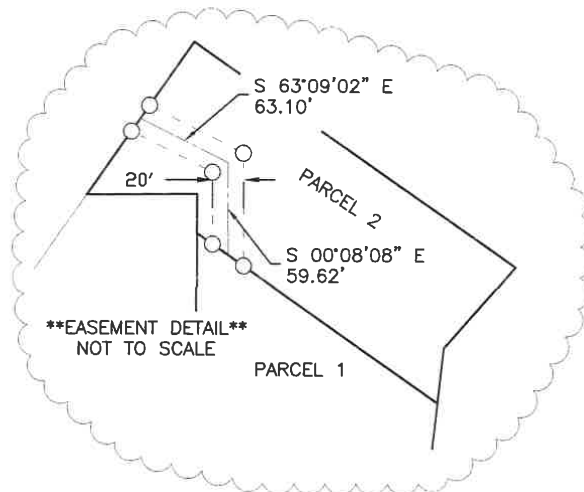
BEARINGS : NAD 83, SPC, MI  
CENTRAL.

BEARINGS & DISTANCES ARE  
SHOWN AS MEASURED UNLESS  
OTHERWISE STATED.

0 200 400



SCALE: 1" = 200'



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CERTIFIED TO:

M22 DEVELOPMENT 22

DRAWN: IRA

JOB 306919T

LAND DIVISION TO BE  
APPROVED BY GOVERNING  
MUNICIPALITY

JANUARY 9, 2020

SHEET  
2 OF 5



# CERTIFICATE OF SURVEY

PART OF THE N $\frac{1}{2}$ , SW FRL  $\frac{1}{4}$ , SEC. 19, T 28 N, R 14 W,  
VILLAGE OF EMPIRE, LEELANAU CO., MICHIGAN.

## PARCEL 1

### LEGAL DESCRIPTION AS SURVEYED

Part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E (RECORD N 35°44'00" E) a distance of 426.43'; thence N 89°30'21" E a distance of 70.77'; thence S 00°08'08" E a distance of 25.44' to the Point Of Beginning; thence S 55°02'42" E a distance of 189.71'; thence S 06°05'29" W a distance of 364.89'; thence with a curve turning to the right, with an arc length of 216.88', with a radius of 2304.12', with a chord bearing of S 83°58'35" W, with a chord length of 216.80'; thence N 00°08'08" W a distance of 33.05'; thence with a curve turning to the left, with an arc length of 100.31', with a radius of 2271.12', with a chord bearing of N 85°21'40" E, with a chord length of 100.31'; thence N 00°08'08" W a distance of 453.11' to the Point Of Beginning.

Together with a 20' wide shared drive for ingress, egress and the maintenance and installation of public and private utilities in part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; the centerline of said easement being more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E (RECORD N 35°44'00" E) a distance of 486.54' to the Point Of Beginning; thence along said centerline the following two calls S 63°09'02" E a distance of 63.10'; thence S 00°08'08" E a distance of 59.62' to the Point Of Ending.

Having an area of 1.42 acres.

Subject to and together with any easements, encroachments and/or restrictions if any.

## PARCEL 2

### LEGAL DESCRIPTION AS SURVEYED

Part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E a distance of 426.43' (RECORD N 35°44'00" E) to the Point Of Beginning; thence continuing N 34°56'01" E (RECORD N 35°44'00" E) a distance of 120.23'; thence S 55°02'42" E a distance of 252.44'; thence S 41°13'17" W a distance of 69.29'; thence S 06°05'29" W a distance of 35.54'; thence N 55°02'42" W a distance of 189.71'; thence N 00°08'08" W a distance of 25.44'; thence S 89°30'21" W a distance of 70.77' to the Point Of Beginning.

Subject to and together with a 20' wide shared drive for ingress, egress and the maintenance and installation of public and private utilities in part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; the centerline of said easement being more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E (RECORD N 35°44'00" E) a distance of 486.54' to the Point Of Beginning; thence along said centerline the following two calls S 63°09'02" E a distance of 63.10'; thence S 00°08'08" E a distance of 59.62' to the Point Of Ending.

Having an area of 0.57 acres.

Subject to and together with any easements, encroachments and/or restrictions if any.



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SHEET  
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# CERTIFICATE OF SURVEY

PART OF THE N $\frac{1}{2}$ , SW FRL  $\frac{1}{4}$ , SEC. 19, T 28 N, R 14 W,  
VILLAGE OF EMPIRE, LEELANAU CO., MICHIGAN.

## PARCEL 3

### LEGAL DESCRIPTION AS SURVEYED

Part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E (RECORD N 35°44'00" E ) a distance of 546.65' to the Point Of Beginning; thence continuing N 34°56'01" E (RECORD N 35°44'00" E ) a distance of 100.00'; thence S 55°02'42" E a distance of 263.46'; thence S 41°13'17" W a distance of 100.60'; thence N 55°02'42" W a distance of 252.44' to the Point Of Beginning.

Having an area of 0.59 acres.

Subject to and together with any easements, encroachments and/or restrictions if any.

## PARCEL 4

### LEGAL DESCRIPTION AS SURVEYED

Part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline of highway S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E (RECORD N 35°44'00" E ) a distance of 646.65' to the Point Of Beginning; thence continuing N 34°56'01" E (RECORD N 35°44'00" E ) a distance of 100.00'; thence S 55°02'42" E a distance of 274.48'; thence S 41°13'17" W a distance of 100.60'; thence N 55°02'42" W a distance of 263.46' to the Point Of Beginning.

Having an area of 0.62 acres.

Subject to and together with any easements, encroachments and/or restrictions if any.

## PARCEL 5

### LEGAL DESCRIPTION AS SURVEYED

Part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; more fully described as follows: Commencing at the West quarter corner of said section; Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00') thence N 34°56'01" E (RECORD N 35°44'00" E ) a distance of 746.65' to the Point Of Beginning; thence continuing N 34°56'01" E (RECORD N 35°44'00" E ) a distance of 100.00'; thence S 55°02'42" E a distance of 285.50'; thence S 41°13'17" W a distance of 100.60'; thence N 55°02'42" W a distance of 274.48' to the Point Of Beginning.

Having an area of 0.64 acres.

Subject to and together with any easements, encroachments and/or restrictions if any.

## PARCEL 6

### LEGAL DESCRIPTION AS SURVEYED

Part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E (RECORD N 35°44'00" E ) a distance of 846.65' to the Point Of Beginning; thence continuing N 34°56'01" E (RECORD N 35°44'00" E ) a distance of 100.00'; thence S 55°02'43" E a distance of 321.02'; thence S 64°10'49" W a distance of 62.44'; thence S 41°13'17" W a distance of 45.78'; thence N 55°02'42" W a distance of 285.50' to the Point Of Beginning.

Having an area of 0.68 acres.

Subject to and together with any easements, encroachments and/or restrictions if any.



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# CERTIFICATE OF SURVEY

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VILLAGE OF EMPIRE, LEELANAU CO., MICHIGAN.

## PARCEL 7

### LEGAL DESCRIPTION AS SURVEYED

Part of the North half, of the Southwest fractional quarter, Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E (RECORD N 35°44'00" E) a distance of 946.65' to the Point Of Beginning; thence continuing N 34°56'01" E (RECORD N 35°44'00" E) a distance of 103.51'; thence S 54°28'41" E a distance of 354.85'; thence S 31°22'29" W a distance of 35.71'; thence S 64°10'49" W a distance of 73.74'; thence N 55°02'43" W a distance of 321.02' to the Point of Beginning.

Having an area of 0.81 acres.

Subject to and together with any easements, encroachments and/or restrictions if any.

## REMAINDER PARCEL

### LEGAL DESCRIPTION AS SURVEYED

Part of the North half, of the Southwest Fractional quarter, lying North of the centerline of Empire Highway (also known as State Highway M-72), Section 19, Town 28 North, Range 14 West, Village of Empire, Leelanau County, Michigan; more fully described as follows: Commencing at the West quarter corner of said section; thence along the West line of said section S 00°04'16" W a distance of 1329.73' (RECORD S 02°34'50" W 1329.80') to the South eighth line of said section; thence along said eighth line to a point on the highway centerline S 89°38'08" E a distance of 440.65' (RECORD E 440.25'); thence N 00°07'20" E a distance of 174.92' (RECORD N 00°10'20" E 175.00'); thence N 34°56'01" E a distance of 1050.16' (RECORD N 35°44'00" E 1050.30') to the Point Of Beginning; thence N 00°32'48" E a distance of 286.13' (RECORD N 00°22'30" E 286.35') to the East-South quarter line of said section; thence along said quarter line S 89°27'26" E a distance of 1182.41' to the North-South quarter line of said section; thence along said quarter line S 01°02'20" W a distance of 669.34' to said centerline of State Highway M-72; thence along said centerline the following two calls S 58°22'26" W a distance of 573.61'; thence with a curve turning to the right, with an arc length of 915.53', with a radius of 2304.12', with a chord bearing of S 69°53'48" W, with a chord length of 909.52'; thence N 06°05'29" E a distance of 400.43'; thence N 41°13'17" E a distance of 416.87'; thence N 64°10'49" E a distance of 136.18'; thence N 31°22'29" E a distance of 35.71'; thence N 54°28'41" W a distance of 354.85' to the Point Of Beginning.

Having an area of 27.27 acres.

Subject to the Right-Of-Way of State Highway M-72.

Subject to and together with any easements, encroachments and/or restrictions if any.

## REMON WITNESS'S

W  $\frac{1}{4}$  COR, SEC 19, T28N, R14W  
FD MON. BOX W/ 3" BRASS CAP  
FD IRON #25845 S87E 32.92'  
30" MAPLE (DYING) N47W 33.65'  
POWER POLE N18W 54.50'  
30" MAPLE N37E 85.70'

SW COR, SEC 19, T28N, R14W  
FD CONC. MON. W/ CAP #30079  
48" MAPLE S78W 45.14'  
44" MAPLE N30W 38.24'  
40" MAPLE N39E 34.92'  
POWER POLE S85E 49.79'

S  $\frac{1}{4}$  COR, SEC 19, T28N, R14W  
FD CONC. MON. W/ CAP #13026  
26" MAPLE N46E 37.22'  
18" MAPLE S86W 26.74'  
3" BEECH S03E 11.34'  
8" BEECH S56E 21.30'



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