

Application for
SoBo Re-Development
Site Plan Review

with a **Re-Zoning** of One Water Street
to provide additional parking,
and a **Conditional Use Application**
for a drive-through use at the SoBo Re-Development

Submitted to:

City of Boyne City
Scott McPherson, AICP Planning/Zoning Director
319 North Lake Street
Boyne City, MI 49712



THE DEVELOPMENT TEAM

Developer:

Catt Development
Glen Catt (989) 370-1018
829 West Main Street -Suite C
Gaylord, MI 49735

Planning and Engineering:

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Petra Kuehnis (231) 631-1916
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Traverse City, MI 49684

Architect:

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Dave Spala (231) 946-9940
830 Cottageview Drive -Suite 201
Traverse City, MI, 49684

General Contractor:

Integrity Construction Services
Ed Hunt (989) 705-1131
829 West Main Street -Suite C
Gaylord, MI 49735

Consultant:

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Guy Bazzani (616) 774-2002
Peter Skornia (616) 774-2002
959 Wealthy Street SE
Grand Rapids, MI 49506

Sales:

Kidd & Leavy Real Estate
Wally Kidd (231) 582-1111
One Water Street -Suite 101
Boyne City, MI 49712

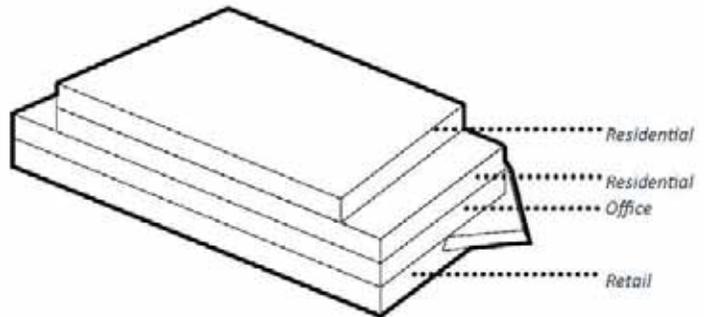
Article 19 -Development Requirements
Section 19.40. - Development Plan Approval Criteria

In order that buildings, open space and landscaping will be in harmony with other structures and improvements in the area, and to ensure that no undesirable health, safety, noise and traffic conditions will result from the development, the planning commission shall determine whether or not the development plan meets the following criteria, unless the planning commission determines that one or more of such criteria are inapplicable:

- A. General[ly].** All elements of the development plan shall be designed to take into account the site's topography, the size and type of plot, the character of adjoining property, and the traffic operations of adjacent streets. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this ordinance. The development plan shall conform with all requirements of this ordinance, including those of the applicable zoning district(s).

The proposed re-development of buildings between Lake Street and Front Street in the heart of downtown Boyne City is direct compliance with the SoBo Lake Front MEDC Development Plan developed by Peter Allen & Associates.

SITE A



Existing conditions: Vacant multiple retailer and office space. The current lake view corridor is to the right of this image.



Suggested addition to the building proposal: activate the view corridor with patio tables from the restaurant and twinkling lights to create a warm and inviting atmosphere.

SOURCE: Contigo| Austin, TX

The proposed mixed-use re-development will offer a variety of commercial and residential uses at a pedestrian oriented scale adding to the lively social environment of Boyne City's downtown district.



Renovating the existing Lakefront Mall building with a new three story building is an efficient use of the land and existing public services.

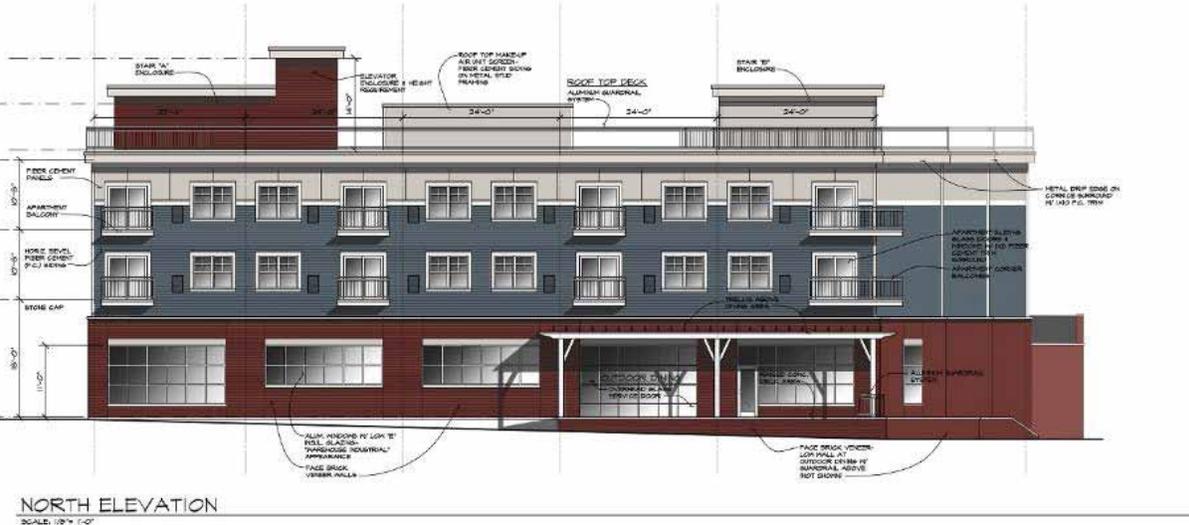
The ground floor of the new building will contain the new location of an award winning northern Michigan restaurant and tap room. The restaurant will front both Lake and Front Streets with an outdoor seating area located along the Ray Street pedestrian corridor.

Also on the ground level is a 2,400 square foot space available for lease.

The upper two floors of the building are 1 and 2 bedroom apartment units contributing to the important residential density which keep downtown areas lively and successful. A rooftop deck will offer residents an enjoyable outdoor space with views of Lake Charlevoix.

The historic brick building will be remodeled for use as a local bank branch, including a drive-through teller window along Front Street. The entire drive-through including the required vehicle stacking distance is tucked within the historic structure, therefore preserving the urban integrity of the street front. The applicant is respectfully requesting that a conditional use be granted to allow for the drive-through which is not allowed in the Central Business District.

B. Building design. The building design shall relate to the surrounding environment in regard to texture, scale, mass, proportion, and color. High standards of construction and quality materials will be incorporated into the new development. In addition to following design guidelines adopted in specific district or sub-area plans, the building design shall meet the architectural and building material requirements of this ordinance.



The three story mixed use development project proposed by Glen Catt, president of Catt Development, Inc., consists of the following mixed uses:

1. Sheet A2.1: First floor restaurant of 4,804 gross square feet (g.s.f.), lease space of 2,421 g.s.f., and vertical circulation, and upper apartment entry spaces of 2,786 g.s.f. Renovation of an existing 4,678 g.s.f. (covered parking not included) single story historic building renovated into a branch bank with a covered drive thru and parking area. Total gross square footage of building footprint of 14,689.
2. Sheet A2.2: Second and third floor residential apartments consisting of 10 MSHDA apartments per floor (twenty units total) of 11,412 g.s.f. per floor. Each floor will have (5) five one bedroom units and (5) five two bedroom units. Two of the two bedroom units will have an additional master bath per floor (4 total).
3. Total Building: 37,513 gross square feet
4. Sheet A2.3: Roof top deck consisting of a 5'-0" wide perimeter concrete paver walkway and 20'x 20' sitting areas located at the corners of the building at prime viewing areas. An optional low profile vegetative roof (green roof) is under consideration.
5. The apartments shall be design per the 2012 Michigan Building Code and the MSHDA Handbook for "Standard of Design". All units will be designed per ADA barrier free requirements under ICC/ANSI A117.1-2003. There shall be one "Type A" accessible unit with the rest of the units being "Type B" units per Chapter 11 "Accessibility" requirements.
6. The three story mixed use structure shall be of steel column and beam structural framing using pre-cast concrete floor systems with a 2" concrete topping. Non- combustible exterior and interior walls shall be of metal stud framing with gypsum board wall surfaces and insulation in the stud spaces. The exterior base of the building shall be faced with 4" brick veneer and "densglas" sheathing. The upper apartment floors shall be of horizontal 6" bevel fiber cement siding (refer to sheets A5.1 & A5.2).
7. The entire development shall have an automatic fire suppression system installed. Under Type 111A construction (including the historic building): One hour fire rated wall assemblies between restaurant, apartments, lease space & bank. One hour fire rated floor/ ceiling and roof assemblies. One hour fire rated interior walls assemblies. Entire structural steel frame shall be protected with one hour fire rated assemblies. Vertical exit stairwells and elevator shaft protected with a two hour (masonry block) fire rated assemblies.
8. Sheet A5.1, A5.2 Exterior Elevation Design: The architecture of the mixed-use facility convey historical building elements reminiscent of lakeside maritime structures of wharf buildings, canneries, and industrial warehouses with large square shaped metal framed windows separated by massive brick piers and columns. The 16' high brick base of the building relates to existing business district structures. Exposed window steel lintels, outdoor dining area steel trellis, and metal roof cornice convey a rugged "wharf side" character to the building. Face brick with large glass expanse is further indicated at the apartment entrance and vertical stair circulation feature (Lake Street East Elevation) which helps to identify the apartment entry component of the development. The entrance

setback and vertical brick material change creates a relief in the elevation plane into smaller building elements, as well as provide a prominent central feature to the building.

The upper story apartment's double hung grid windows, trim boards, horizontal bevel siding materials, simple roof cornice and balcony and guardrail features further explore the historic nautical (and residential) architecture of the past. The roof top guard rail feature ties proportionally with the roof cornice element as well.

The existing historic building will be completely renovated into a new branch bank facility. The existing face brick and stepped parapet front façade feature shall be repointed and tuck pointed (all elevations of the building exterior). New grid aluminum frame windows to be installed. The existing "non- historical" roof canopy element will be removed and the window heights enlarged to match original opening height (11'-0"). All historical face brick feature to be repaired as required. The existing bowstring roof trusses and roof rafter framing is to be further investigated for structural integrity and stability to carry additional snow drift load of new north side construction. The height of the existing roof bowstring trusses (20' to arch crest from floor line) determined the 18' (possibly 20') floor to floor height elevation of the new structure due to south side apartment window locations and roof drainage issues of the existing building. Roof cornice height (roof top deck floor) from grade is 40'-10" as indicated.

C. **Preservation of significant natural features.** Judicious effort shall be used to preserve the integrity of the land, existing topography, and natural, historical, and architectural features as defined in the ordinance from which this section was derived, in particular wetlands designated/regulated by the Michigan Department of Environmental Quality, and, to a lesser extent, wetlands which are not regulated by the department. Parcels along the city's lakefront shall be developed as to minimize disruption of visual access to the lakefront from adjacent roadways and to maintain view sheds of the lakefront.



Existing Lake Street building elevation



Existing Front Street building elevation

The SoBo Lake Front MEDC Development Plan identifies the existing building at the south end of the project site for preservation of its historic brick façade. The existing building will be completely renovated for use as a local bank branch with a drive-through banking window located within the structure along Front Street. The applicant is pursuing a request for conditional zoning to allow the drive-through use in the Central Business District.



Proposed Lake Street building elevation



Proposed Front Street building elevation

- D. Streets.** All streets shall be developed in accordance with the City of Boyne City Subdivision Control Ordinance and city municipal standards, unless developed as a private road in accordance with the requirements of the city.

The proposed SoBo Lake Street Building Project is fronted by Lake Street to the east and Front Street to the west. The project involves remodeling and reusing the historic brick building on the south end to be used as a bank branch, as well as completely replacing the obsolete Lakefront Mall Building on the north end. Construction of the development will not impact the existing municipal streets. The new buildings will continue to be serviced by the existing municipal streets.

- E. Access, driveways and circulation.** Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the city. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Boyne City Comprehensive Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the access management provisions of this ordinance.

The proposed redevelopment project will be accessed by existing municipal streets, Lake Street and Front Street, with associated on-site parking areas designed to City Standards.

- F. Emergency vehicle access.** All buildings or groups of buildings shall be arranged so as to permit necessary emergency vehicle access as required by the fire department, ambulance department and police department.

The proposed building will be accessible via municipal streets on two sides (east and west), and by a private alley to the south, and a private parking area to the north.

The three story portion of the building will be sprinkled for fire suppression.

- G. Sidewalks, pedestrian and bicycle circulation.** The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

The Proposed SoBo Lake Street Building redevelopment project is located in the heart of Boyne City's walkable downtown waterfront, with frontage along municipal sidewalks on Lake Street and Front Street, and is central to all of Boyne City's downtown amenities.

- H. Barrier-free access.** The site has been designed to provide barrier-free parking and pedestrian circulation.

The proposed building provides barrier free access along Lake Street. The three story building is equipped with elevator access to the upper floors.

I. Parking. The number and dimensions of off-street parking [spaces] shall be sufficient to meet the minimum required by this ordinance. However, where warranted by overlapping or shared parking arrangements, the planning commission may reduce the required number of parking spaces, as provided in this ordinance.

Modifications to reduce density and increase parking at the One Water Street site will help to accommodate the additional parking requirements for the proposed redevelopment of the SoBo building on Lake Street through shared parking between the two developments.

Parking Count

Proposed SoBo Buildings

Office -Bank with drive-through	5 per 1,000sf	4,600 square feet	23
Office -Bank with drive-through	2 per ATM	1 ATM	2
Office -Bank with drive-through	5 per window	1 window	5
Restaurant -7 Monks Tap Room	1 per 100sf	4,800 square feet	48
Commercial lease space	1 per 250sf	2,400	10
Apartments -1 bedroom	1.5 per 1 bed unit	10 units	15
Apartments -2 bedroom	2 per 2 bed unit	10 units	20 parking spaces
			123 parking spaces required for proposed uses

Existing SoBo Buildings

Lakefront Mall Building	1 per 250sf	12,700 square feet	51 parking spaces
Brick Building	1 per 250sf	6,900 square feet	28 parking spaces
			78 parking spaces as required for existing uses

44 additional parking spaces required for the expanded uses at the new SoBo Building

Proposed Modifications to the One Water Street Site

reduce Residential Uses by 4 units			
reconfigure parking lot for 25 additional parking spaces			25 parking spaces
			25 new parking spaces available at One Water Street

Parking Adjacent the New SoBo Buildings

on-site parking in the Ray Street corridor			7 parking spaces
on-site parking along Front Street			4 parking spaces
Lake Street on-street parking			10 parking spaces
Front Street on-street parking			15 parking spaces
			36 public parking spaces

Our parking calculations show that the larger building size and additional uses proposed at the SoBo Lake Street Building require 44 additional parking spaces beyond what's required as an existing condition.

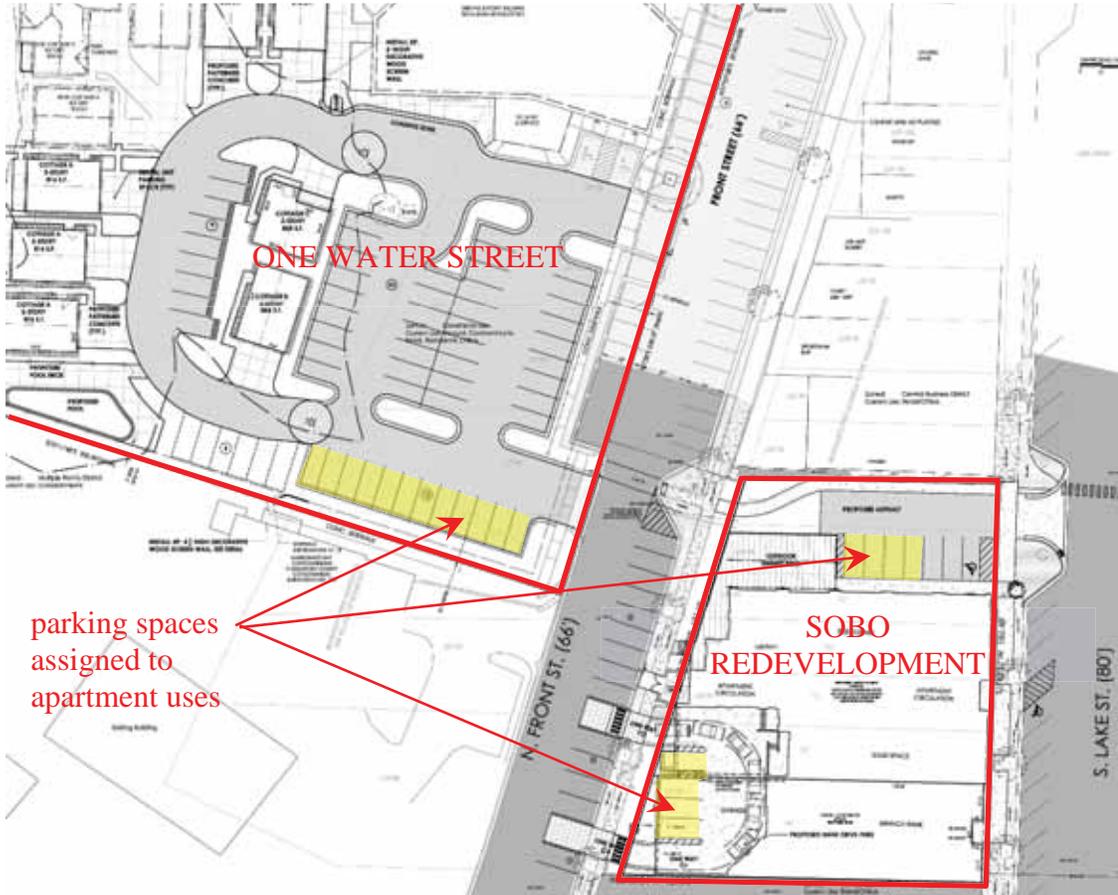
The changes at One Water Street will have created 25 new parking spaces available for uses within the proposed SoBo Lake Street Building.

Therefore leaving us with a parking space deficit of 19 parking spaces (15%).

In the spirit of the socially interactive intent of the proposed mixed-use development which provides a variety of mutually supporting uses, encouraging social interaction and pedestrian accessibility within the downtown area, we respectfully request a waiver of the parking space requirement. If we may be permitted to presume a 20% credit for shared use parking spaces, a standard previously used within the City, our parking requirements would be met.

Assigned parking for the proposed Apartment Use:

Residential Parking at the SoBo Lake Street Building requires 35 total parking spaces for the 20 proposed apartment units. The developer proposes to assign one parking space (20 total) per residential unit for the sole use of that apartment unit. 2



- J. Loading.** All loading and unloading areas and outside storage areas, including refuse storage stations, shall be screened in accordance with this ordinance.

The proposed building is designed so that both the Lake Street side and the Front Street side are a proper building front. There is no back to this building.

Loading and unloading for uses within the building will occur along the main streets and will have to be scheduled for convenience. The dumpster is located along Front Street. It is located behind a parking space and hidden within an enclosure to match the building façade. Parking in the space will be limited during the hours of scheduled refuse pick up.

- K. Landscaping, screening, and open space.** The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this ordinance. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one

another and from surrounding public and private property. Landscaping, landscape buffers, greenbelts, fencing, walls and other protective barriers shall be provided and designed in accordance with the landscaping provisions of this ordinance. Recreation and open space areas shall be provided in all multiple-family residential and educational developments.

The existing urban landscape does not provide for much landscaping beyond the existing street trees within the public sidewalks. City sidewalk hardscaping including brick and concrete sidewalks will be maintained or replaced as required through the redevelopment project. Existing street trees and lamp posts will be preserved, protected and replaced as required. The Front Street building frontage will be enhanced with modern layered landscaping that continues to the Ray Street view corridor.

A brick dumpster screen wall will be planted with climbing evergreen vines.

The residential apartment units will have access to a rooftop deck as well as close walkable proximity to City parks to meet their open space needs.

- L. *Soil erosion control.*** The site shall have adequate lateral support so as to ensure that there will be no erosion of soil or other material. The final determination as to adequacy of, or need for, lateral support shall be made by the planning director or city engineer, and have a valid Charlevoix County Soil Erosion permit.

The proposed project includes a rehabilitation of an existing building and a redevelopment of an obsolete building. There is very little opportunity for soil erosion as part of this downtown urban redevelopment project. The appropriate measures will be taken to ensure that no soil washes onto the adjacent roadways or into the municipal storm sewers and all proper permits will be obtained prior to beginning work.

- M. *Utilities.*** Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development, where such systems are available.

Municipal sewer and water is readily available on both Front Street and Lake Street. Connections to municipal utilities will be made to City standards with the proper permitting.

- N. *Stormwater management.*** Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater which complements the natural drainage patterns and wetlands, prevent erosion and the formation of dust. Sharing of stormwater facilities with adjacent properties shall be encouraged. The use of detention/retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water. All such measures shall comply with the Charlevoix County Stormwater Ordinance.

Stormwater volumes for the redevelopment of these City lots will be much the same as the existing conditions since there is proposed little change in the impervious lot coverage for the new project. Stormwater will be handled by municipal storm sewer and will comply with current municipal standards and permitting.

- O. *Lighting.*** Exterior lighting shall be arranged so that it is directed preferably downward onto the subject site and deflected away from adjacent properties. Lighting shall not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted.

Building mounted lighting at entrance doors is a decorative sconce with nautical and industrial design styling. The light source emitted will be a soft glow appropriate to the pedestrian scale and will not interfere with adjacent street traffic.

Illumination relating to proposed future signage will meet the standards of the ordinance and be submitted to the City for required signage permits.

- P. *Noise.*** The site has been designed, buildings so arranged, and activities/equipment programmed to minimize the emission of noise, particularly for sites adjacent to residential districts.

The only site equipment that emits any noise including condensing units and air exchange equipment is located in a screened enclosure in the middle of the rooftop and will therefore not be audible to surrounding uses.

- Q. *Mechanical equipment.*** Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this ordinance.

Roof mounted mechanical equipment is located in a screened enclosure in the center of the roof and is not visible from the street level. Existing and proposed ground mounted equipment and utilities are located along the Front Street side of the development and will be incorporated into the proposed landscaping.

- R. *Signs.*** The standards of the City of Boyne City's Sign Ordinance are met.

Wall mounted sign locations are illustrated on the architectural elevation drawings to City Ordinance standards for the purpose of this review process. Future business owners within the structure will submit actual sign requests as part of the City's sign permit application process.

- S. *Hazardous materials or waste.*** For businesses utilizing, storing or handling hazardous material such as automobile service and automobile repair stations, dry cleaning plants, metal plating industries, and other industrial uses, documentation of compliance with state and federal requirements shall be provided.

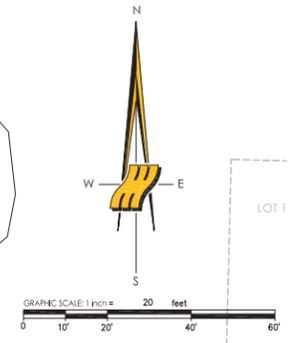
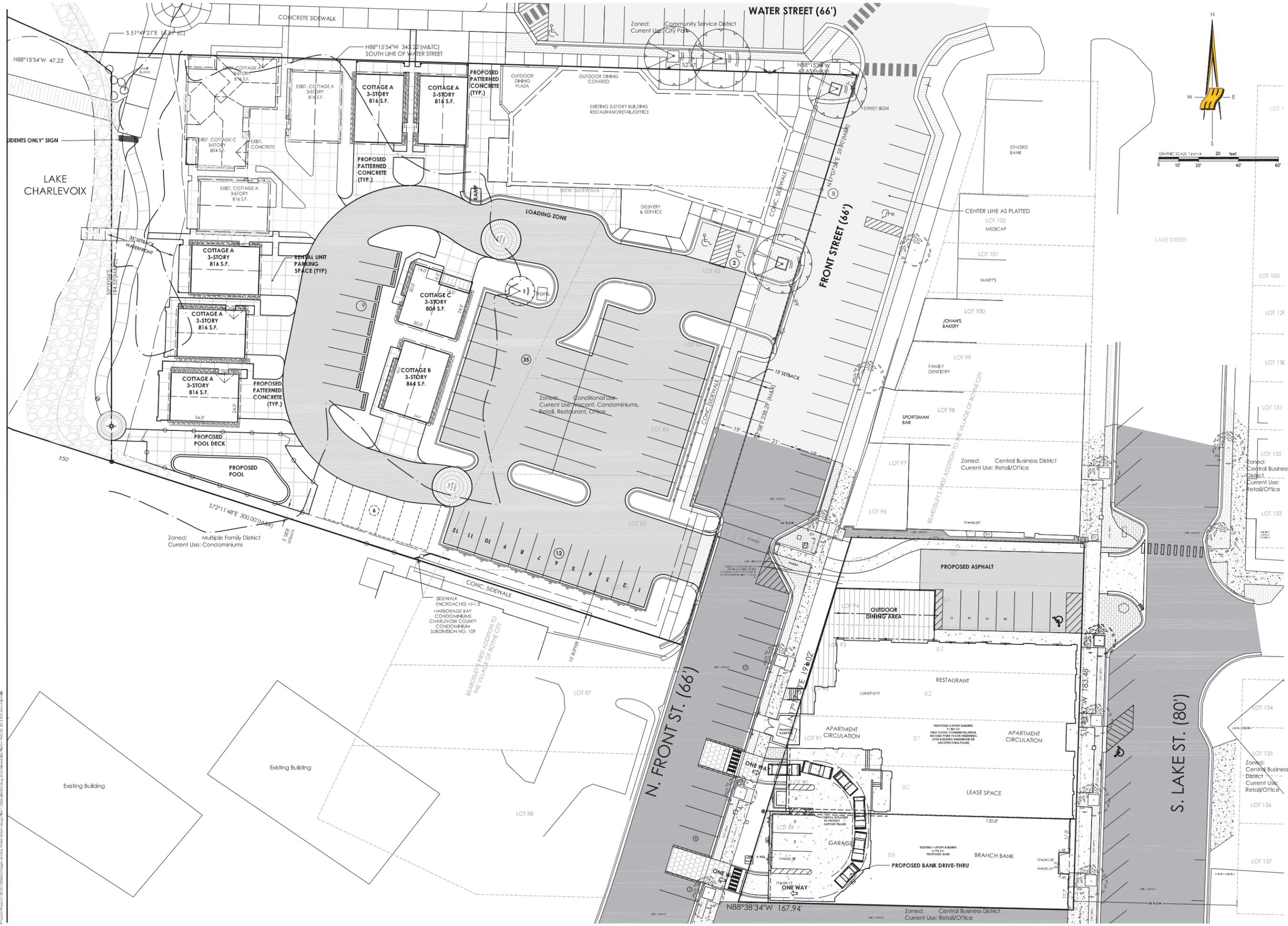
This standard of criteria is not applicable to the proposed mixed-use development because none of the businesses or uses proposed involve the use, manufacture or storage of hazardous materials.

Uses proposed on site include a restaurant and tap room rated top 100 beer bar in the country, a local bank branch, a commercial/retail lease space, and 20 residential apartment units.

- T. *Other agency reviews.*** The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Charlevoix County Drain Commissioner,

Northwest Michigan Community Health Agency, Charlevoix County Building Department, and other federal and state agencies, as applicable.

- U. **Approval process.** The development plan shall be reviewed by the planning commission. If disapproval is recommended, the planning commission shall cite reasons for such disapproval. If the planning commission finds a development plan not in conformity with this section, it may, at its discretion, return the development plan to the applicant with a written statement of the modifications necessary to obtain approval. Upon resubmission of the modified development plan, the planning commission shall review the plan. The commission may approve, disapprove or approve subject to compliance with such modifications and conditions as may be deemed necessary to carry out the purpose of this ordinance and other ordinances and resolutions of the city. If disapproved, the planning commission shall cite reasons for such disapproval.



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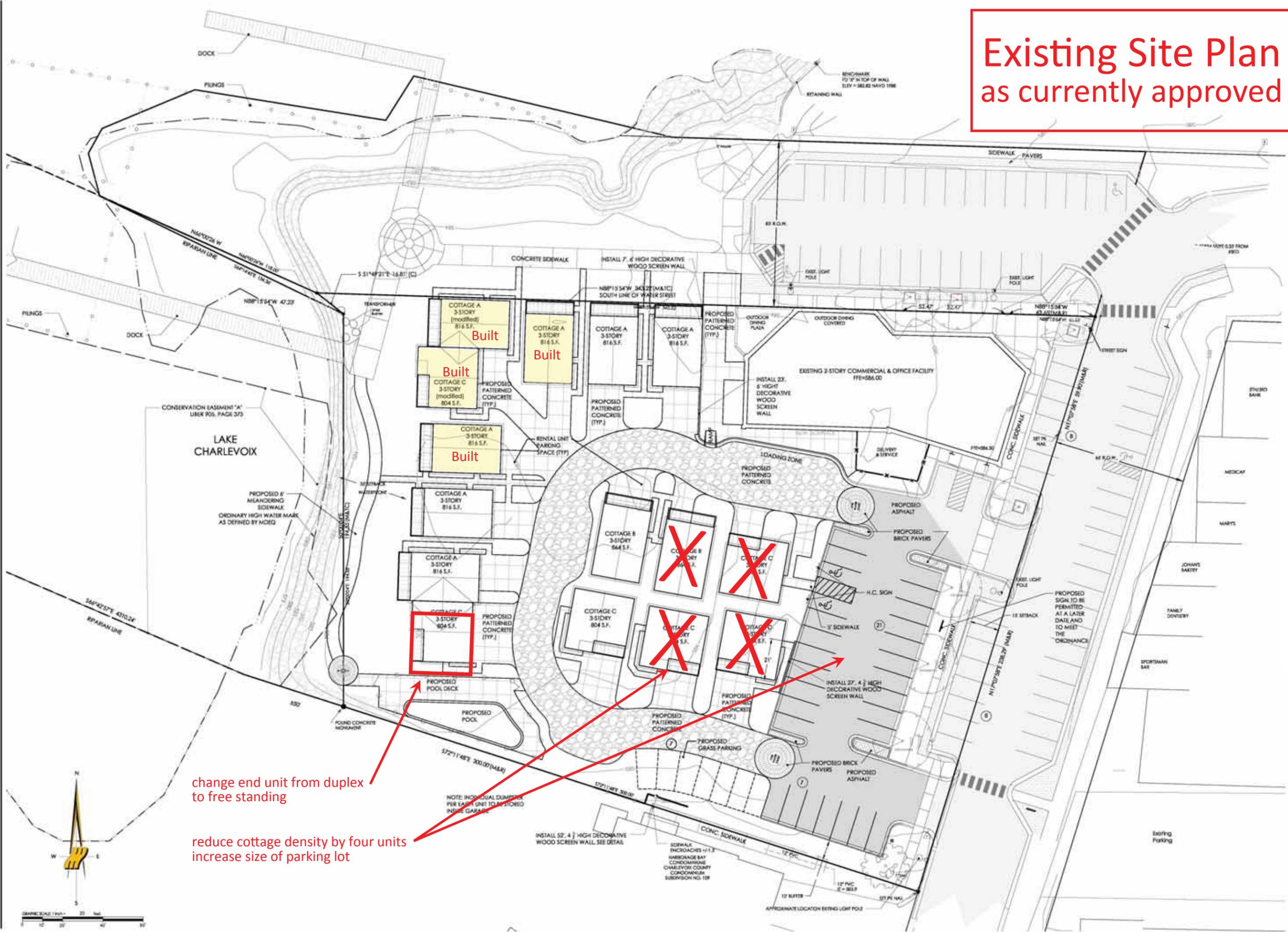
REV	DATE	BY	CHK	DESCRIPTION	
1	01-30-15	afm	mmh	afm	Original design

NOT FOR CONSTRUCTION

Call Development
One Water Street
 One Water Street & SoBo Lake Street Redevelopment
 Section 35, Town 33 North, Range 6 West
 Boyne City, Charlevoix County, Michigan

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Existing Site Plan
as currently approved



change end unit from duplex to free standing

reduce cottage density by four units increase size of parking lot

NOT FOR CONSTRUCTION

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Troy, MI 48064
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Planners
Civil Engineers
Surveyors
Testing Services

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Land Use Consultants

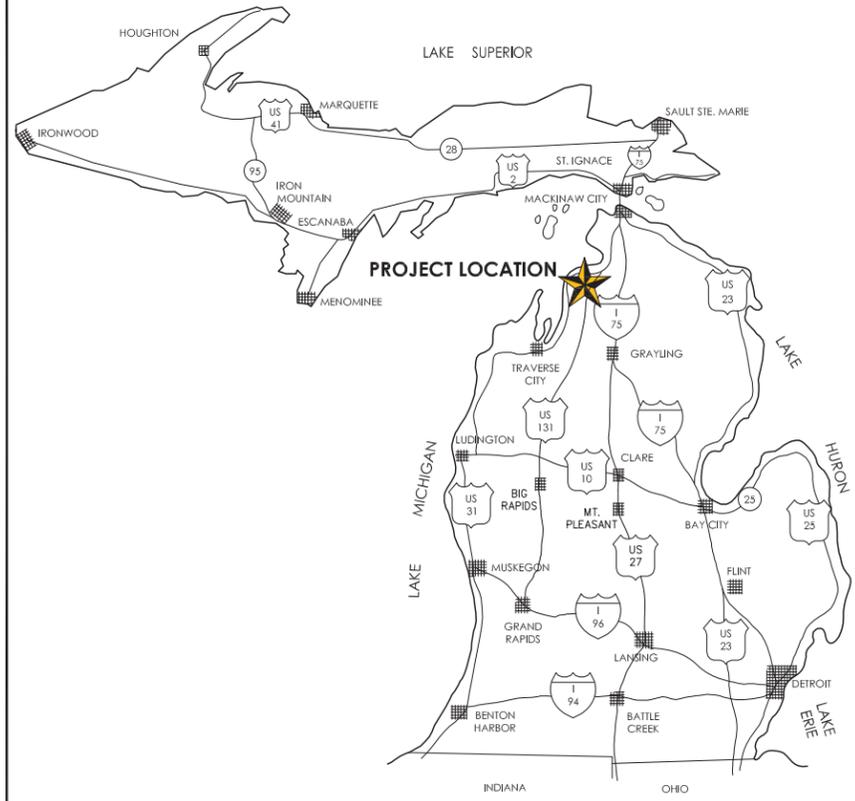
REV	DATE	DESCRIPTION
0	4.3.12	08m (rev) (08) Meeting Summary
1	4.3.12	08m (rev) (08) City site plan review submitted 4-3-12

Catt Development
One Water Street
Site Plan
Section 35, Town 33 North, Range 6 West
City of Boyne City, Charlevoix County, Michigan

PRELIMINARY

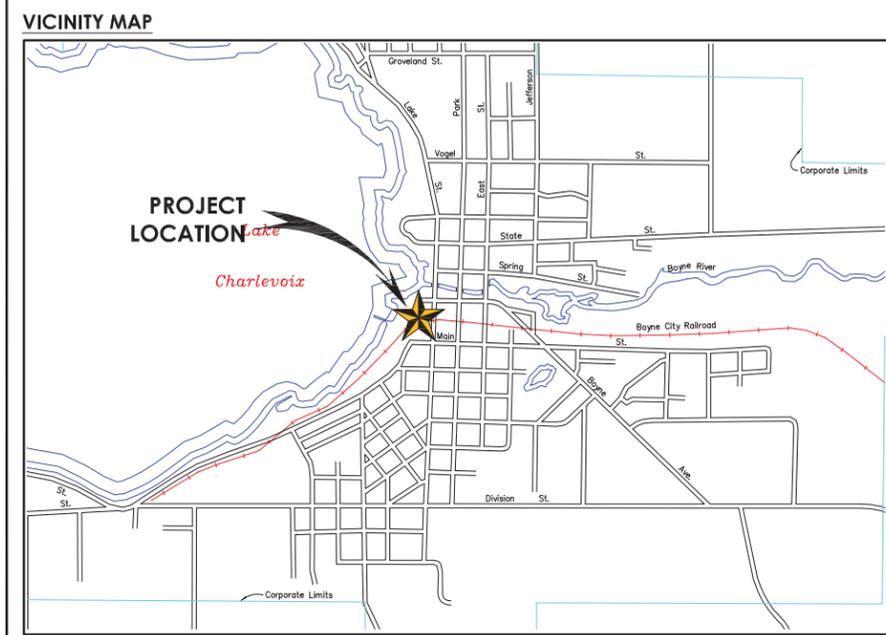
DATE: 12026

SHT 4 OF 9



MICHIGAN LOCATION MAP

PARKING COUNT



VICINITY MAP

DESCRIPTION	EXISTING	PROPOSED
GROUND CONTOUR	— 605 —	⊖ 613 ⊖
SPOT ELEVATION	613.2	⊖ 613.50 ⊖
CONTOUR FROM USGS TOPOGRAPHIC MAP	~ 613.5 ~	⊖ 613.50 ⊖
TOP OF CURB ELEVATION	+ 613.5	⊖ 613.50 ⊖
PAVEMENT (OR GUTTER FLOW LINE) ELEVATION	613.0	⊖ 613.00 ⊖
DIRECTION OF SURFACE FLOW		←
DRAINAGE HIGH POINT		HP.
DRAINAGE LOW POINT		LP.
WATER MAIN	—	—
SANITARY FORCE MAIN	—	—
SANITARY SEWER	—	—
STORM SEWER	—	—
GAS MAIN	—	—
OVERHEAD ELECTRIC	—	—
PROPERTY LINE	—	—
TREE LINE	—	—
PINE LINE	—	—
EDGE OF WETLAND	—	—
EDGE OF WATER	—	—
C/L OR DRAINAGE DITCH OR WATER LINE	—	—
SILT FENCE	—	—
DETENTION BASIN BERM	—	—
MANHOLE (MH)	○	●
CATCH BASIN (CB)	⊖	⊖
CLEAN OUT (CO)	⊖	⊖
RISER	⊖	⊖
GATE VALVE	⊖	⊖
FIRE HYDRANT ASSEMBLY	⊖	⊖
CURB STOP & BOX	⊖	⊖
POLE, POWER OR ELECTRIC	⊖	⊖
LIGHT POLE	⊖	⊖
SIGN	⊖	⊖
BENCH MARK (BM)	⊖	⊖
U/G UTILITY SIGN	⊖	⊖
GUY ANCHOR	⊖	⊖
DIRECTION OF SURFACE FLOW		←
DRAINAGE HIGH POINT		HP.
DRAINAGE LOW POINT		LP.
SOIL EROSION CONTROL MEASURE (MICHIGAN UNIFIED KEYING SYSTEM) P=PERMANENT T=TEMPORARY		⊖ 6 ⊖
IRON FOUND / IRON SET	●	○
CONCRETE MONUMENT	○	○
GOVERNMENT CORNER	●	●
NAIL FOUND / NAIL SET	▲	▲
RECORD / MEASURED	(R)	(M)
FENCE	—	—
WOOD STAKE	□	□

PROJECT DATA:
 Owner/Developer: Catt Development
 Address: 829 W. Main St., Suite C, Gaylord, MI 49735
 Contact: Glen Catt
 Phone: 989-732-9722
SITE DATA:
 Location: 1 Water Street, Boyne City, MI 49712
 Tax ID: PT 15-051-445-082-20
 Size: 82,909.69 acres or 1.91 acres, more or less
 Current Zoning: WMD, Water Front Marina District
 Proposed Zoning: CBD, Central Business District
 Current Use: Retail/Restaurant/Vacant
 Proposed Use: Retail/Restaurant/Residential

SETBACKS:
 Water Front Marina District:
 Water = 35' from Ordinary High Water Mark
 Front = 10'
 Side = 5' one side, 15' Total
 Road = 15'
 Central Business District:
 Water = 35' from Ordinary High Water Mark
 Front = 0'
 Side = 0'
 Road = 0'

TAX DESCRIPTION: (as provided)
 DDA COM AT SW COR OF SEC 35 T33N R6W TH N16DEG22'18"E 3223.34FT TO NE COR OF LOT 82 OF BEARDSLEY'S FIRST ADD TO VILL (NOW CITY) OF BOYNE FOR POB TH AL WLY LI OF FRONT ST. N17DEG07'58"E 59.90FT (RECD AS N16DEG30'E & N16DEG18'57"E 60.17FT) TO S LI OF WATER ST AS DEPICTED ON THE PLAT OF BYNE VILL AS RECD L1P4 CX CTY RECD TH AL S LI OF SD WATER ST N88DEG15'54"W (RECD AS W) 43.45FT TO SH OF PINE LK (NOW KNOWN AS LK CX) AS MAPPED IN JUNE OF 1876 ON SD PLAT OF BOYNE VILLAGE TH AL WLY EXTEN OF S LI OF SD WATER ST AS AGREED UPON BETWEEN CITY OF BC & ONE WATER ST INVESTMENTS LLC. N88DEG15'54"W 343.22FT TO ORDINARY HIGH WATER LI AS DEPICTED ON A TOPOGRAPHICAL SURVEY BY S CHAMBERLAIN NO.25834 FOR SD ONE WATER ST INVEST LLC, DATED 12/12/2002, TH AL RIPARIAN LI OF AFORMENTIONED S LI OF WATER ST TOWARDS THE CENTER PT OF LK CX (FORMERLY KNOWN AS PINE LAKE), N66 DEG02'26" W 118FT TO SH OF LK CX TH LEAVING RIPARIAN LI OF SD ST AL TH INTERMEDIATE TRAVERSE LI OF LK CX S64DEG14'45"E 134.36 TH CONT AL SD INTERMEDIATE TRAVERSE LI, S00DEG00'04"E 194.55FT TO CON MON ON NLY LI OF HARBORAGE BAY CONDO (CX CTY CONDO SUB PLAN NO 109) CX CTY RECD TH AL SD NLY LI S72DEG11'48"E (RECD AS S73DEG41'03"E) 300 FT TO WLY LI OF SD FRONT ST AS DEPICTED ON SD PLAT OF BEARDSLEY'S FIRST ADD TH AL AFORMENTIONED ST LI N17DEG07'58"E 238.29FT (RECD AS N16DEG30'E & N16DEG18'57"E 237.41FT) TO POB BEING PT OF LOTS 82,83,84,85&86 OF BEARDSLEY'S FIRST ADD TO VILL (NOW CITY) OF BOYNE & UNPLATTED PORTIONS OF GOVT LOT 2, SEC 35-33-6, 1.911A THE ABOVE DESC PROP INCLUDES ALL LANDS TO THE WATER'S EDGE OF LK CX WLY OF INTERMEDIATE TRAV LI OF SD LK BETW THE WLY EXTEN OF THE SIDE LI CRSES IMMEDIATELY PRIOR TO & FOLLOWING THE INTERMEDIATE TRAVERSE LI COURSES. SUBJ TO CONSERVATION ESMT RECD L905 P373-P383 CHX CO R/D SP 1-84

Proposed Modifications to the One Water Street Site
 reduce Residential Uses by 4 units
 reconfigure parking lot for 25 additional parking spaces
 25 parking spaces
 25 new parking spaces available at One Water Street

PUBLIC AGENCIES AND UTILITIES
DTE (GAS)
 Manager: Carol Van Damme
 Address: 1294 U. S. 31 North, Petoskey, MI 49770
 Telephone: 231-347-0107
CONSUMERS ENERGY (ELEC.)
 Engineer: Bill Keiser
 Address: 100 N. East Street, Boyne City, MI 49712
 Telephone: 231-582-8303
CITY OF BOYNE CITY (WATER & SEWER)
 Engineer:
 Address: 1319 N. Lake Street, Boyne City, MI 49712
 Telephone: 231-528-6597
Note: All water system and sanitary sewer system construction shall be in accordance with the latest approved edition of the "MUNICIPAL STANDARDS FOR THE CITY OF BOYNE CITY, CHARLEVOIX COUNTY, MICHIGAN" which are MDEQ pre-approved standard specifications. The contractor shall obtain a copy of these specifications prior to construction.
CHARLEVOIX COUNTY, DEPARTMENT OF BUILDING SAFETY (SOIL EROSION)
 Engineer:
 Address: 301 State St., Suite 5, Charlevoix, MI 49720
 Telephone: 231-547-7236
AT&T (PHONE)
 Area Engineer:
 Address: 108 Water St., Boyne City, MI 49712
 Telephone: 231-582-2900
CHARTER COMMUNICATIONS (T.V.)
 Manager: Rob Nowak
 Address: 701 S. Airport Rd., Traverse City, MI 49686
 Telephone: 231-941-3766
POLICE AGENCIES
 EMERGENCIES: 911
 Michigan State Police (Gaylord): 989-732-5141
 Charlevoix County Sheriff: 231-547-4461
 Boyne City Police: 231-582-6611
FIRE DEPARTMENTS
 EMERGENCIES: 911
 Boyne City Fire Department: 231-582-3642



- PLAN INDEX**
- COVER
 - NOTES & BOUNDARY DRAWING
 - EXISTING CONDITIONS & DEMOLITION PLAN
 - SITE PLAN
 - DIMENSION PLAN
 - GRADING & STORM PLAN (Pending)
 - UTILITY PLAN (Pending)
 - PLAN & PROFILE (Pending)
 - PLAN & PROFILE (Pending)
 - LANDSCAPE PLAN
 - DETAILS

Catt Development Resort Cottages at One Water Street

City of Boyne City, Charlevoix County, Michigan

830 Cottageview Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

REV	DATE	BY	CHK	DESCRIPTION
1	10-20-14	dm	mm	Original design

NOT FOR CONSTRUCTION

Catt Development
One Water Street

Section 35, Town 33 North, Range 6 West
Boyne City, Charlevoix County, Michigan

PRELIMINARY

Scale: cfm

Scale: mm/ft

Scale: cfm/ft

Scale: cfm/ft

Scale: 1:30.15

POSTNO: 12026

SHEET 1 OF 11

GENERAL NOTES

All elevations are based on U.S.G.S. Datum.

Special care shall be taken in excavating in the proximity of all underground utilities. The contractor shall secure assistance from the appropriate utility company in locating its lines. The contractor shall also: provide support for any utility within the excavation, provide proper compaction under any undemined utility structure and, if necessary, install temporary sheeting or use a trench box to minimize the excavation. The contractor shall protect and save harmless from damage all utilities, whether privately or publicly owned, above or below ground surface, which may be encountered during construction, at no additional cost to the owner.

Existing public utilities and underground structures such as pipe lines, electric conduits, sewers and water lines, are shown on the plans. The information shown is believed to be reasonably correct and complete. However, neither the correctness nor the completeness of such information is guaranteed. Prior to the start of any operations in the vicinity of any utilities, the contractor shall notify the utility companies and miss dig and request that they stake out the locations of the utilities. In question, Cost of repair for any damaged utility lines that is properly staked shall be the responsibility of the contractor.

The contractor shall comply with all applicable laws and regulations governing the furnishing and use of safeguards, safety devices and protection equipment. The contractor shall take any necessary precautions to protect the life and health of employees and the public in the performance of the work.

All disturbed areas shall be top soiled, seeded, fertilized and mulched. Mulch blanket shall be installed in areas as designated and shall be incidental to other items.

For protection of underground utilities and in conformance with Public Act 53, 1974, the contractor shall dial 1-800-482-7171 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be part of the "MISS DIG" alert system.

The contractor shall provide temporary soil erosion control measures per P.A. 451 as amended. The contractor shall meet with the Soil Erosion Control Officer before starting construction to review the temporary soil erosion control measures and requirements. With the use of silt fence and other temporary measures the contractor shall protect the adjacent area from accelerated erosion and sedimentation flows resulting from construction. The contractor shall install additional temporary and permanent soil erosion control measures, if directed by the engineer or soil erosion control officer, at no additional cost to the project.

All excess topsoil will remain within the property owners area. If additional topsoil is available after top soiling the construction area, it will be stockpiled within 1000 feet of the construction area in a designated area as directed by the field engineer.

The soil erosion measures shown are the minimum controls to be used on this project. The contractor shall be responsible for temporary and permanent soil erosion control measures to protect the disturbed areas and adjacent properties from accelerated erosion and sedimentation resulting from project construction. At no additional cost to the owner.

The contractor shall repair all washouts and erosion during the guarantee period of one (1) year at no additional cost to the owner.

Existing property corners are identified on the plans. If a property corner is disturbed during construction it shall be replaced at the contractor's expense by a professional land surveyor.

Local traffic shall be maintained at all times.

Existing storm drainage ditches shall be rebuilt if filled in or removed during construction. The contractor is responsible to repair or replace, as required, all drainage culverts damaged during construction and shall be considered incidental to the project.

Contractor shall restore all lawns, land-scape plantings, sidewalks, commercial signs, etc., as required at no additional cost to the owner.

Contractor shall provide adequate support for utility poles as necessary.

ROAD CONSTRUCTION NOTES

All construction workmanship and materials shall conform with current road commission standards, specifications and details.

The presence of other than granular materials in the subgrade soil shall require a full width, twelve inch, granular sub-base, MDOT Class II or equivalent.

Prepare subgrade width, depth and compaction must be reviewed and/or tested by the field engineer prior to placement of gravel.

Gravel to be used on project must meet specifications for MDOT 22A and must be tested and/or reviewed by the field engineer prior to placement.

Gravel placement must comply with Section 3.01 of the Michigan Department of Transportation 2012 standard specifications.

Prepared gravel width, depth and compaction must be reviewed and tested by the project engineer prior to the placement of bituminous surface.

Contractor shall give the project engineer 48 hour's notice prior to placement of bituminous surface.

Bituminous paving must be performed in accordance with 2012 MDOT Standard Specifications for Construction.

All trees, stumps, brush and roots thereof, shall be entirely removed from within the grading limits of all roads in the proposed plat and disposed of as directed by the owner.

The level of the finished subgrade shall be at least two and one half feet above the high water table.

All disturbed areas shall be topsoiled, seeded, fertilized and mulched.

Contractor is responsible for establishing ground cover on areas disturbed by construction and will repair areas as needed for a period of one year.

Any changes in specifications must be reviewed by the project engineer and/or the owner.

All guardrail must be placed in accordance with the MDOT Standard Plans and Design Manual.

Guardrail posts must be 8 ft. in length with a 2 ft. ground platform from the back of the post to the hinge point of the cut or fill on sloped embankments.

SANITARY SEWER NOTES

All construction materials and procedures shall be in accordance with the latest approved edition of the "MUNICIPAL STANDARDS FOR THE CITY OF BOYNE CITY, CHARLEVOIX COUNTY, MICHIGAN" which are MDEQ pre-approved standard specifications and details; and shall be subject to the conditions of the approved MDEQ sanitary sewer permit. The contractor shall obtain a copy of these specifications, details and approved permit prior to construction.

The contractor shall notify the engineer 48 hours prior to the start of construction of the sanitary sewer. The contractor shall issue a work schedule to the engineer prior to the start of sanitary sewer construction.

No connection receiving storm water or ground water shall be made to sanitary sewers.

The contractor shall be responsible for adjusting the manhole rims to the finish grade elevations. The elevations shown are based upon plan grades and are subject to change.

WATERMAIN NOTES

All construction materials and procedures shall be in accordance with the latest approved edition of the "MUNICIPAL STANDARDS FOR THE CITY OF BOYNE CITY, CHARLEVOIX COUNTY, MICHIGAN" which are MDEQ pre-approved standard specifications and details; and shall be subject to the conditions of the approved MDEQ water system permit. The contractor shall obtain a copy of these specifications, details and approved permit prior to construction.

The contractor shall notify the engineer 48 hours prior to the start of construction of the watermain. Contractor shall issue a work schedule to the engineer prior to the start of watermain construction.

All watermain shall be C-900 PVC pipe meeting current AWWA standards.

Watermain shall have a minimum of six (6) feet of cover below existing or proposed grade, unless otherwise noted on the plans.

Retainer glands shall be used on all mechanical joint fittings.

Burlap, plastic or poly (20 mils) or approved equal shall be placed between concrete thrust blocks and dead-end mains or dead-end plugs, tees, hydrants and crosses to facilitate the removal of the thrust block for future extension and maintenance.

A physical gap shall be maintained between the proposed watermain and the existing watermain until all watermain testing has been completed and approved by the engineer and the City of Boyne City D.P.W.

The contractor shall coordinate the connection to the existing watermain with the City of Boyne City D.P.W. The engineer and D.P.W. shall be given a minimum of 24 hours notice prior to this connection.

It is the responsibility of the contractor to obtain water for flushing and testing purposes. The contractor shall coordinate with the D.P.W. with 24 hours notice prior to using any water from the City water system.

To facilitate water sampling, the contractor may install two (2) inch corporation stops and Type K copper tube from the two (2) inch corporation to approximately four (4) feet above the finish grade in locations approved by the field engineer. After the watermain has been flushed and satisfactory bacteriological analysis tests have passed, the Type K copper tube will be removed and the two (2) inch corporation will be closed. The contractor will inform the field representative/inspector to allow him to witness the removing of the copper tubing and the closing of the corporation.

Prior to pigging and flushing all lines shall be charged with water.

All permanent blow-off assemblies shall be cut below grade after testing is complete. The standing water shall be pumped out of the riser.

Contractor shall properly dispose of chlorinated water used in testing operations.

Actual watermain, hydrant and gate valve locations shall be field staked prior to construction.

The contractor shall be responsible for adjusting the fire hydrants and valve boxes to the finished grade.

PLANTING NOTES:

Clean up and remove from the planting areas weeds and grasses, including roots, and any minor accumulated debris and rubbish before commencing work.

Remove and dispose of all soil in planting areas that contains any deleterious substance such as oil, plaster, concrete, gasoline, paint, solvents, etc., removing the soil to a minimum depth of six (6) inches or to the level of dryness in the affected areas. The affected soil shall be replaced with native or imported soil as required.

Finish grading all planting areas to a smooth and even condition, making certain that no water pockets or irregularities remain. Remove and dispose of all foreign materials, clods and rocks over 1 inch in diameter within 3 inches of surface.

All Plant Materials shall be healthy, well developed representatives of their species of varieties, free from disfigurement with well-developed branch and root systems, and shall be free from all plant diseases and insect infestation.

All plant substitutions will be subject to the Owner's approval.

Each plant shall be planted with it's proportionate amount of soil amendment and fertilizer. Hand smooth planting area after planting to provide an even, smooth, final finish grade. To avoid drying out, plantings shall be immediately watered after planting until the entire area is soaked to the full depth of each hole unless otherwise noted on the drawing.

Mulch all planting beds with 3 inches of shredded bark mulch.

Remove all tags, labels, nursery stakes and ties from all plant material only after the approval of the Owner.

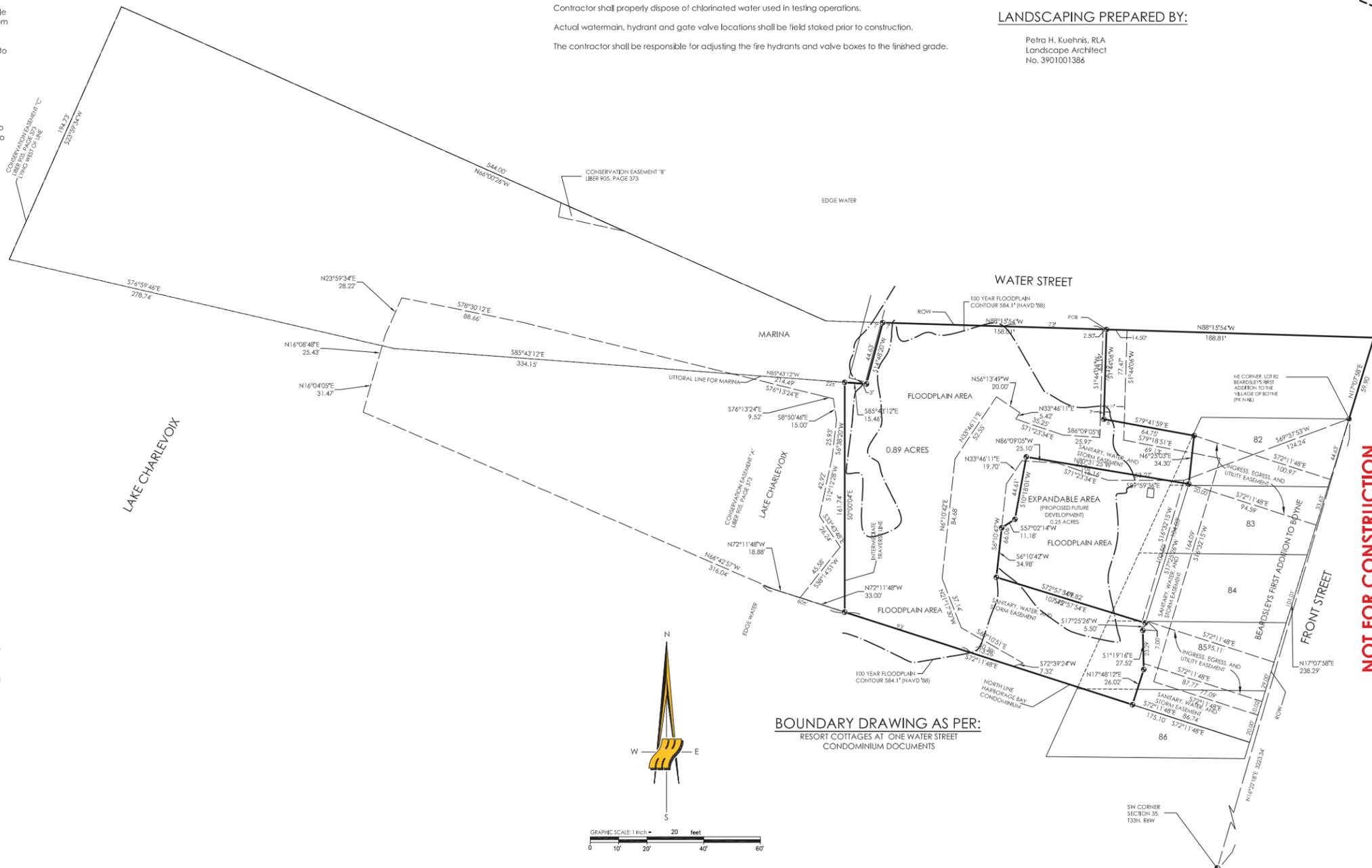
All plants shall be guaranteed for a period of one year. The guarantee period commences from the time of final acceptance by the Owner. Replace as soon as weather permits, all dead plants not in vigorous condition as noted during the maintenance period. Said plants shall be maintained for a period of 90 calendar days from the replacement date. Plants used for replacements shall be same kind and size as originally planted. They shall be furnished, planted and fertilized as specified and guaranteed.

IRRIGATION NOTE:

Landscaping to be irrigated. Installation to be performed by a reputable irrigation contractor.

LANDSCAPING PREPARED BY:

Petra H. Kuehnis, RLA
Landscape Architect
No. 3901001386



830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

Mansfield
— & —
Land Use Consultants

REV	DATE	BY	CHK	DESCRIPTION
1	10-20-15	dlm	mmh	Original design

NOT FOR CONSTRUCTION

Catt Development
One Water Street
Notes Sheet

Section 35, Town 33 North, Range 6 West
Boyne City, Charlevoix County, Michigan

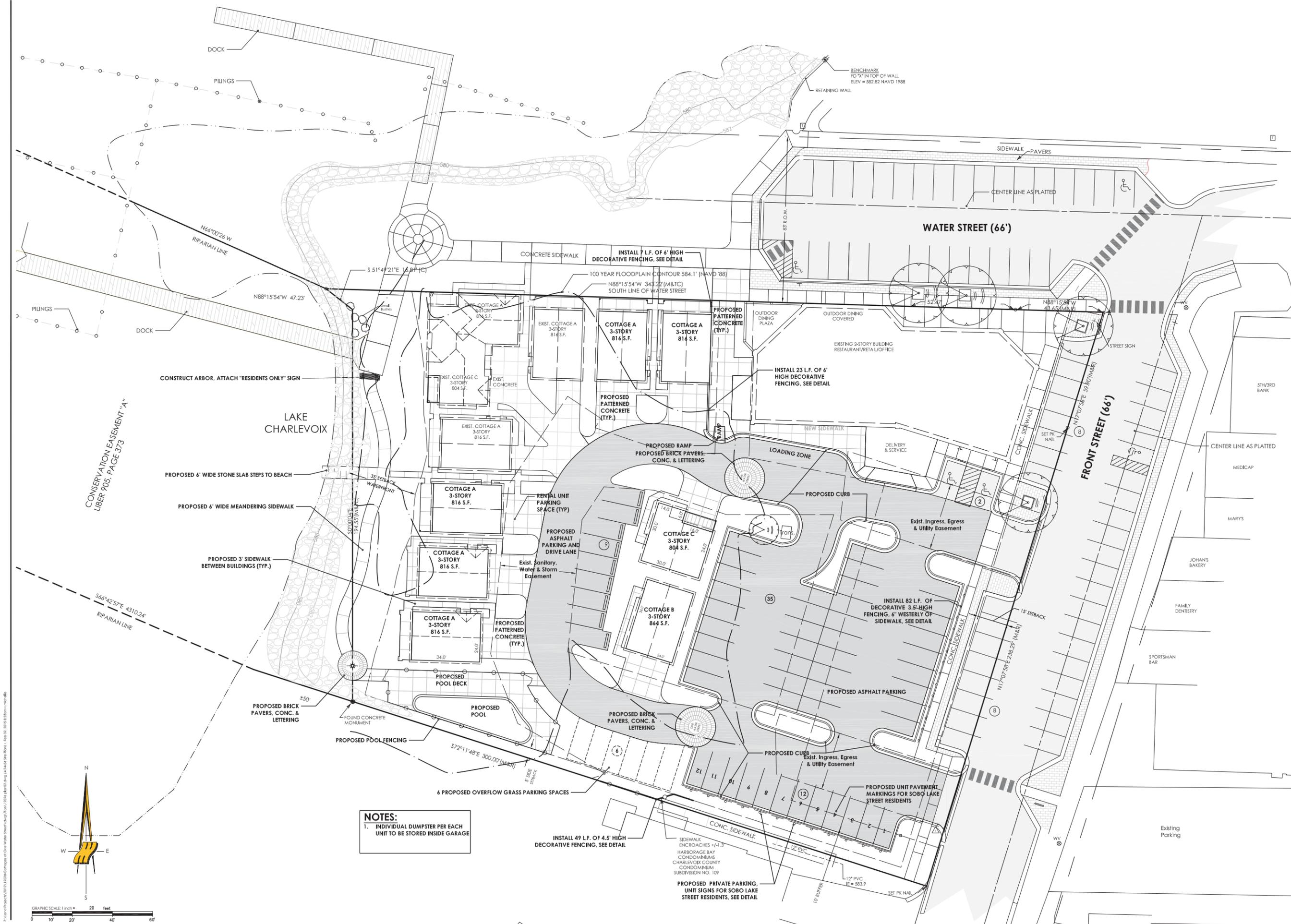
PRELIMINARY

PL: dlm
DL: mmh
CL: dlm
CR: 1.30.15

DATE: 12026

SHEET 2 OF 11

P:\Users\pjohn\2015\2026\Caddings of One Water Street.dwg (Rev. 10/20/15) (D:\3638\Notes) - 10/20/15 8:20am - rreid



NOTES:
 1. INDIVIDUAL DUMPSTER FOR EACH UNIT TO BE STORED INSIDE GARAGE

INSTALL 49 L.F. OF 4.5' HIGH DECORATIVE FENCING. SEE DETAIL

PROPOSED PRIVATE PARKING, UNIT SIGNS FOR SOBO LAKE STREET RESIDENTS. SEE DETAIL

INSTALL 82 L.F. OF DECORATIVE 3.5'-HIGH FENCING, 6" WESTERLY OF SIDEWALK. SEE DETAIL

INSTALL 23 L.F. OF 6' HIGH DECORATIVE FENCING. SEE DETAIL

INSTALL 7 L.F. OF 6' HIGH DECORATIVE FENCING. SEE DETAIL

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REV	DATE	BY	CHK	DESCRIPTION
10-20-15	djm	mmh	djm	Original design

NOT FOR CONSTRUCTION

Catt Development
One Water Street
 Site Plan

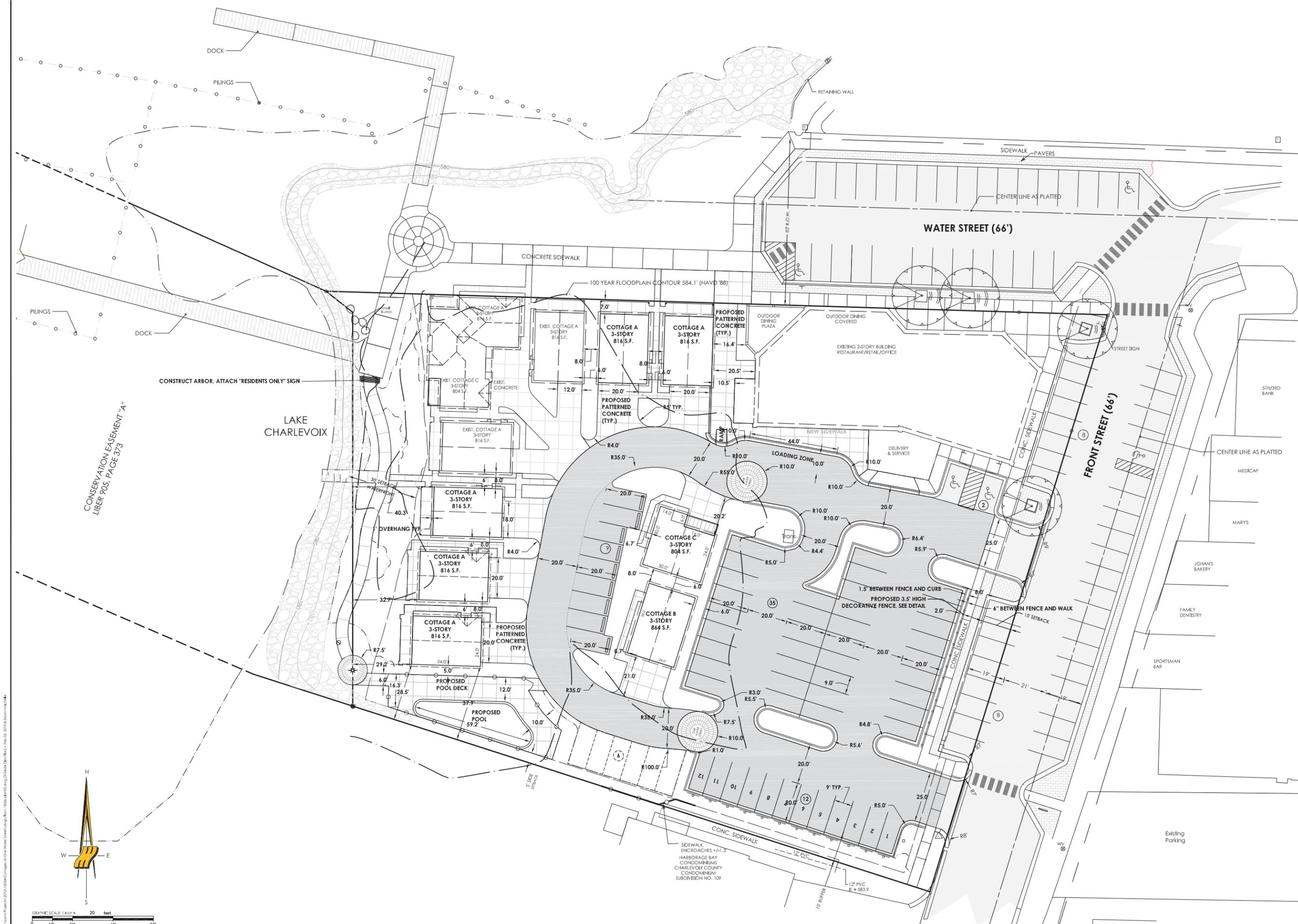
Section 35, Town 33 North, Range 6 West
 Boyne City, Charlevoix County, Michigan

PRELIMINARY

Scale: 1" = 20'

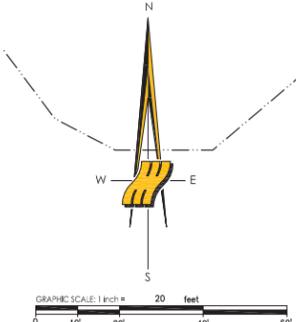
DATE: 12026

SHEET 4 OF 11



CONSERVATION EASEMENT "A"
LIBER 205, PAGE 373

CONSTRUCT ARBOR, ATTACH "RESIDENTS ONLY" SIGN
LAKE CHARLEVOIX



NOT FOR CONSTRUCTION

Catt Development
One Water Street
Dimension Plan
Section 35, Town 33 North, Range 6 West
Boyerne City, Charlevoix County, Michigan

PRELIMINARY

PL: dlm
CL: mmm | dlm | CHANG: 1.30.15

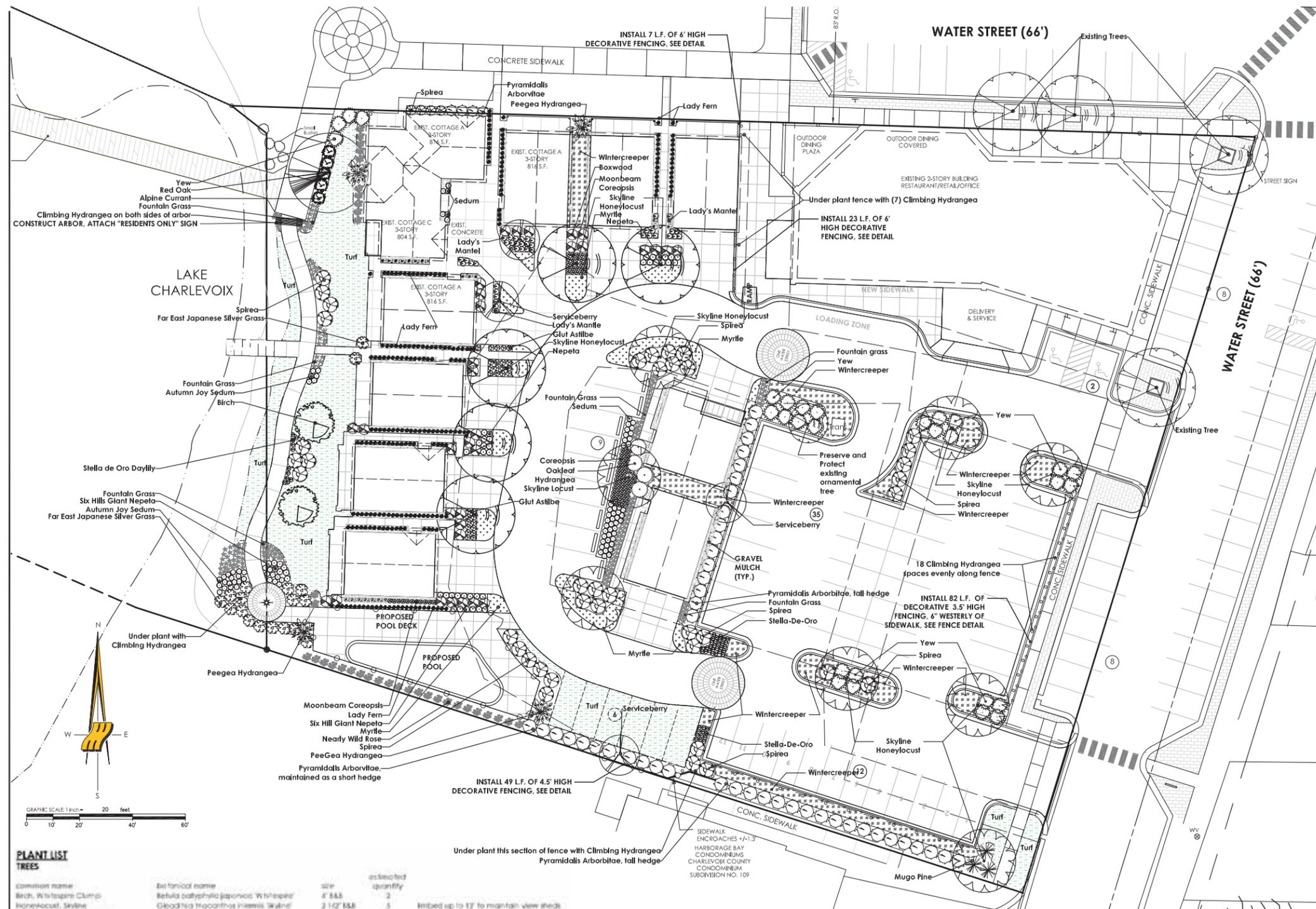
POSTNO: 12026

SHEET 5 OF 11

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P.O. Box 4015
Traverse City, MI 49685
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info@maepps.com

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REV	DATE	BY	CHK	DESCRIPTION
1	10/20/15	dlm	mmm	Original design



PLANT SYMBOL PLANT NAME

- Honeylocust, Skyline
(Gleditsia triacanthos 'Inermis' Skyline)
- Oak, Red
(Quercus rubra)
- Little Leaf Linden
(Tilia cordata)
- Serviceberry
(Amelanchier x grandiflora 'Autum Brilliance')
- Birch, Whitespire Clump
(Betula platyphylla japonica 'Whitespire')
- Hydrangea, Lime Light Peegee
(Hydrangea paniculata)
- Hydrangea, Oak Leaf
(Hydrangea quercifolia)
- Spirea, Anthony Waterer
(Spirea x bumaldana 'Anthony Waterer')
- Yew, Dense Spreader
(Taxus x media 'Densiformis')
- Mugo Pine
(Pinus mugo)
- Arborvitae, Pyramidalis
(Thuja occidentalis 'Pyramidalis')
- Boxwood, American
(Buxus sempervirens)
- Far East Japanese Silver Grass
(Miscanthus sinensis 'Ferner Osten')
- Alpine Currant
(Ribes alpinum)
- Rose, Nearly Wild
(Rosa x 'Nearly Wild')
- Nepeta, Six Hills Giant
(Nepeta x faassenii 'Six Hills Giant')
- Bleeding Heart
(Dicentra 'King of Hearts')
- Astilbe, Glut
(Astilbe x arendii 'Glut')
- Sedum, Autumn Joy
(Sedum 'Autumn Joy')
- Lady's Mantle
(Alchemilla Vulgaris)
- Fern, Cinnamon
(Osmunda cinnamomea)
- Coreopsis, Moonbeam
(Coreopsis verticillata 'Moonbeam')
- Grass, Fountain
(Pennisetum alopecuroides)
- Stella de Oro Daylily
(Hemerocallis x 'Stella de Oro')
- Hydrangea, Climbing
(Hydrangea anomala ssp. petiolaris)
- Purple Leaf Wintercreeper
(Euonymus fortunei 'Coloratus')
- Myrtle
(Vaccina minor)

PLANT LIST TREES

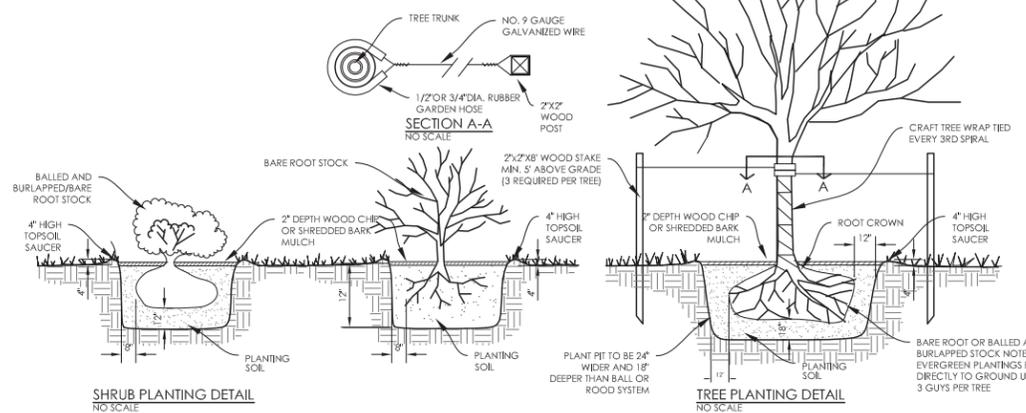
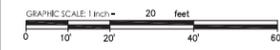
Common name	Botanical name	Size	Estimated quantity
Birch, Whitespire Clump	Betula platyphylla japonica 'Whitespire'	4' B&B	2
Honeylocust, Skyline	Gleditsia triacanthos inermis 'Skyline'	3 1/2' B&B	5
Linden, Greenspire Diffused	Tilia cordata 'Greenspire'	4' B&B	6
Oak, Red	Quercus rubra	3 1/2' B&B	1
Serviceberry	Amelanchier x grandiflora 'Autum Brilliance'	4' B&B	4

SHRUBS

Common name	Botanical name	Size	Estimated quantity
Alpine Currant	Ribes alpinum	3 gallon	5
Arborvitae, Pyramidalis	Thuja occidentalis 'Pyramidalis'	3 gallon	49
Boxwood, American	Buxus sempervirens	1 gallon	33
Hydrangea, Lime Light Peegee	Hydrangea paniculata	3 gallon	4
Hydrangea, Oak Leaf	Hydrangea quercifolia	3 gallon	4
Pine, Mugo	Pinus mugo	3 gallon	3
Rose, Nearly Wild	Rosa x 'Nearly Wild'	3 gallon	35
Spirea, Anthony Waterer	Spirea x bumaldana 'Anthony Waterer'	3 gallon	43
Yew, Dense Spreader	Taxus x media 'Densiformis'	3 gallon	29

PERENNIALS

Common name	Botanical name	Size	Estimated quantity
Astilbe, Glut	Astilbe x arendii 'Glut'	1 gallon	39
Coreopsis, Moonbeam	Coreopsis verticillata 'Moonbeam'	1 gallon	103
Daylily, Stella de Oro	Hemerocallis x 'Stella de Oro'	1 gallon	51
Fern, Cinnamon	Osmunda cinnamomea	1 gallon	243
Grass, Far East Japanese Silver	Miscanthus sinensis 'Ferner Osten'	1 gallon	18
Grass, Fountain	Pennisetum alopecuroides	1 gallon	156
Hydrangea, Climbing	Hydrangea anomala ssp. petiolaris	1 gallon	33
Lady's Mantle	Alchemilla vulgaris	1 gallon	44
Myrtle	Vaccina minor	34 coil flat	37 flats
Nepeta, Six Hills Giant	Nepeta x faassenii 'Six Hills Giant'	1 gallon	44
Sedum, Autumn Joy	Sedum 'Autumn Joy'	cell/plant	53
Winter Creeper, Purple Leaf	Euonymus fortunei 'Coloratus'	36 coil flat	36 flats



NOT FOR CONSTRUCTION

Call Development
One Water Street
 Landscape Plan
 Section 35, Town 33 North, Range 6 West
 Boyne City, Charlevoix County, Michigan

PRELIMINARY

DATE: 1.30.15
 CRED: 1.30.15

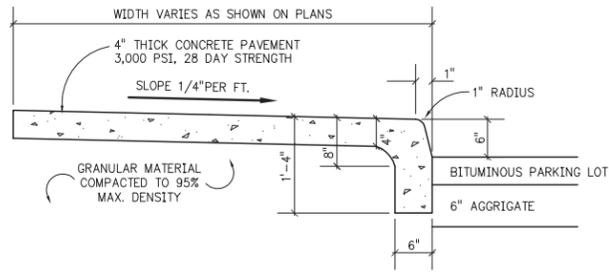
12026

SHEET 10 OF 11

830 Cantagire Dr., Ste. 201
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 Phone: 231-946-9510
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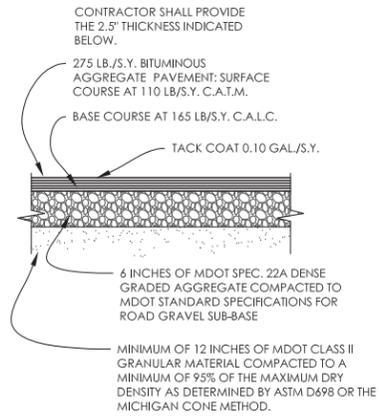
Mansfield
 Land Use Consultants

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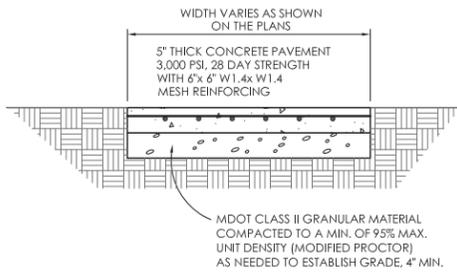


NOTE: EXPANSION JOINTS SHALL BE PLACED AT ALL SPRING POINTS, PERMANENT STRUCTURES, AND AT A SPACING OF NOT MORE THAN 20 FEET. THE SIDEWALK SHALL BE DIVIDED INTO UNIT AREAS OF NOT MORE THAN 36 SQUARE FEET BY MEANS OF CUT JOINTS (WPJ). INsofar AS POSSIBLE, UNIT AREAS SHALL BE PERPENDICULAR AND NOT LESS THAN 16 SQUARE FEET.

CONCRETE WALK DETAIL
NO SCALE

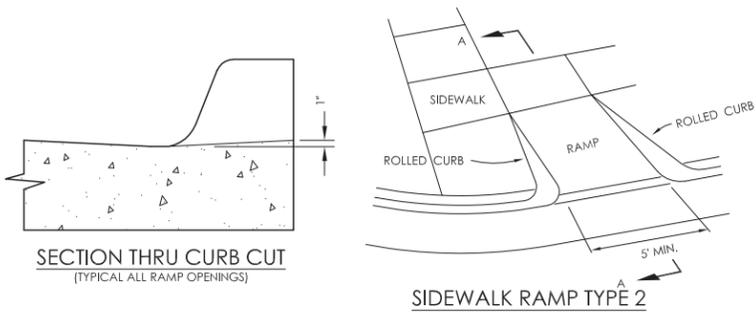


PARKING / ASPHALT PAVING DETAIL
NO SCALE



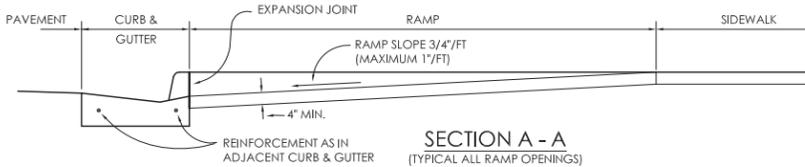
NOTE: EXPANSION JOINTS SHALL BE PLACED AT ALL SPRING POINTS, PERMANENT STRUCTURES, AND AT A SPACING OF NOT MORE THAN 20 FEET. THE SIDEWALK SHALL BE DIVIDED INTO UNIT AREAS OF NOT MORE THAN 36 SQUARE FEET BY MEANS OF CUT JOINTS (WPJ). INsofar AS POSSIBLE, UNIT AREAS SHALL BE PERPENDICULAR AND NOT LESS THAN 16 SQUARE FEET.

CONCRETE WALK DETAIL
NO SCALE

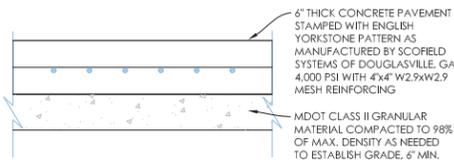


SECTION THRU CURB CUT
(TYPICAL ALL RAMP OPENINGS)

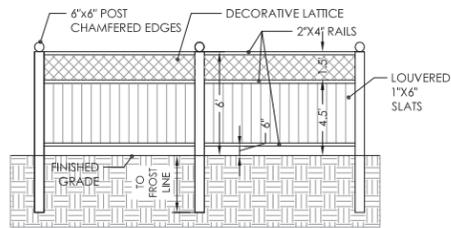
SIDEWALK RAMP TYPE 2



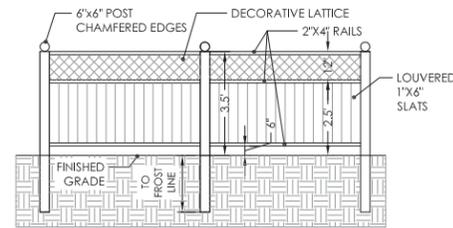
RAMP DETAILS
NO SCALE



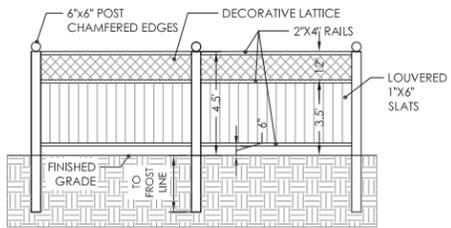
80'x16' REINFORCED CONCRETE PARKING PAD
NO SCALE



6' FENCE DETAIL
NO SCALE

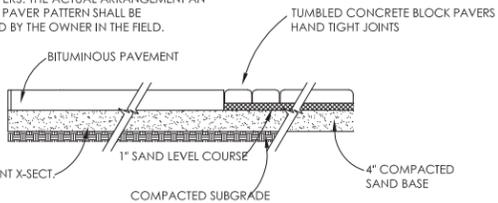


3.5' FENCE DETAIL
NO SCALE

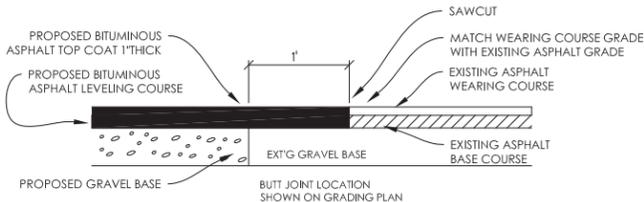


4.5' FENCE DETAIL
NO SCALE

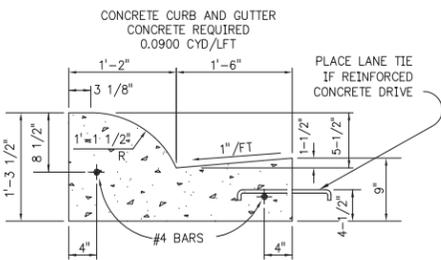
NOTE: PAVERS SHALL BE TUMBLED CONCRETE BLOCK PAVERS. THE ACTUAL ARRANGEMENT AND DESIGN OF PAVEMENT PATTERN SHALL BE DETERMINED BY THE OWNER IN THE FIELD.



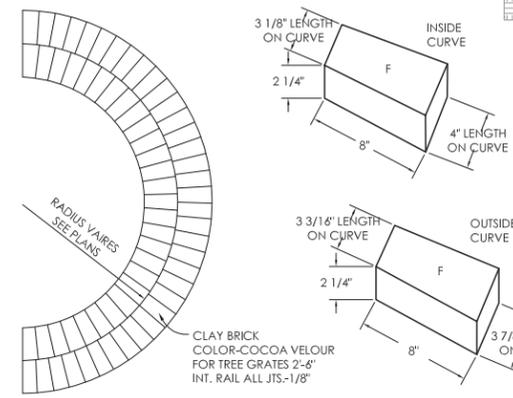
PAVERS DETAIL
NO SCALE



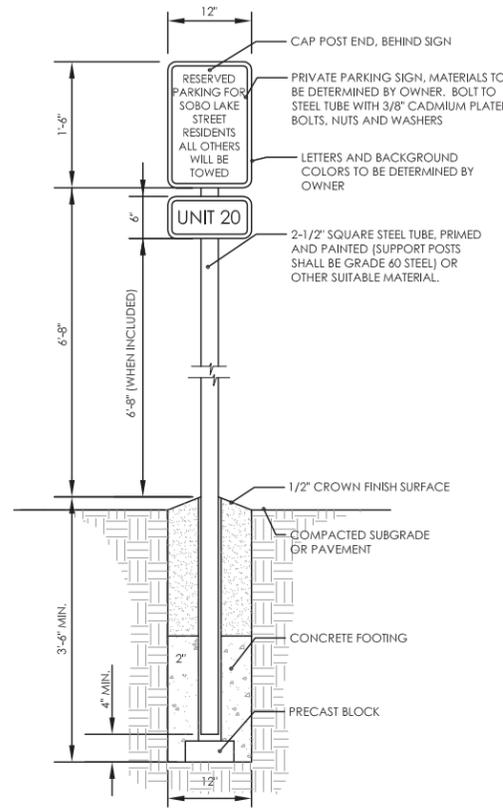
BUTT JOINT DETAIL
NO SCALE



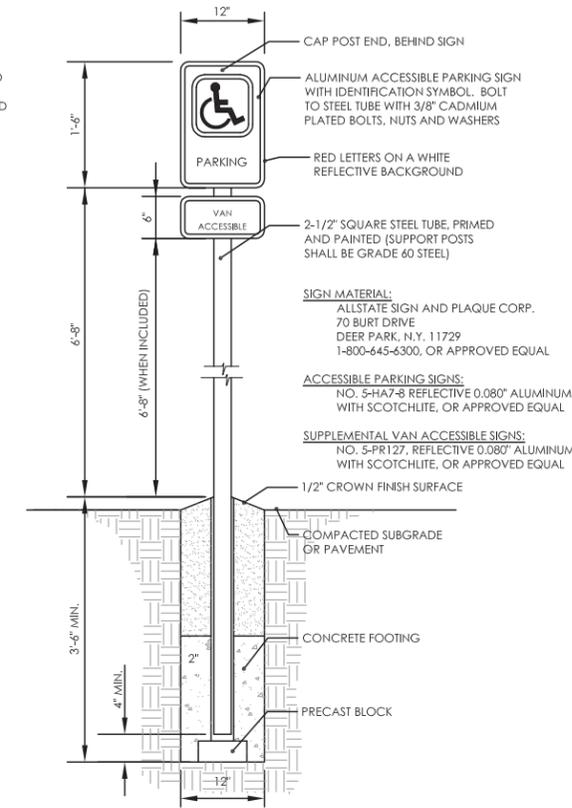
CURB DETAIL
(M.D.O.T. TYPE B2)
NO SCALE



BRICK DETAIL
NO SCALE

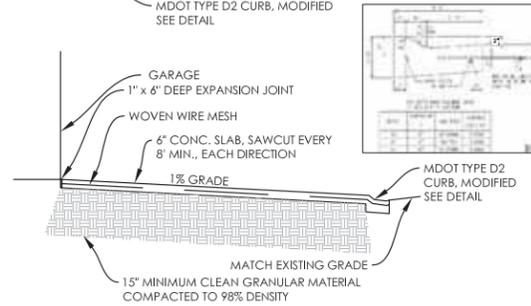
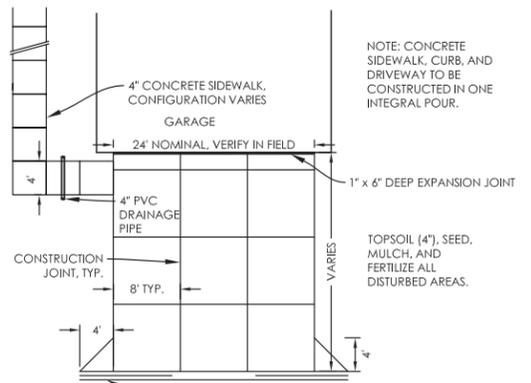


PRIVATE PARKING POST MOUNTED SIGN DETAIL
NO SCALE



BARRIER FREE PARKING SIGN DETAIL
NO SCALE

NOTE: ACCESSIBLE PARKING SIGNS TO MEET ALL CURRENT REQUIREMENTS FOR DESIGN AND INSTALLATION.



830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9510
www.mateps.com
info@mateps.com

Mansfield
Land Use Consultants

REV	DATE	BY	CHK	DESCRIPTION
1	0-30-15	dm	dm	Original design

NOT FOR CONSTRUCTION

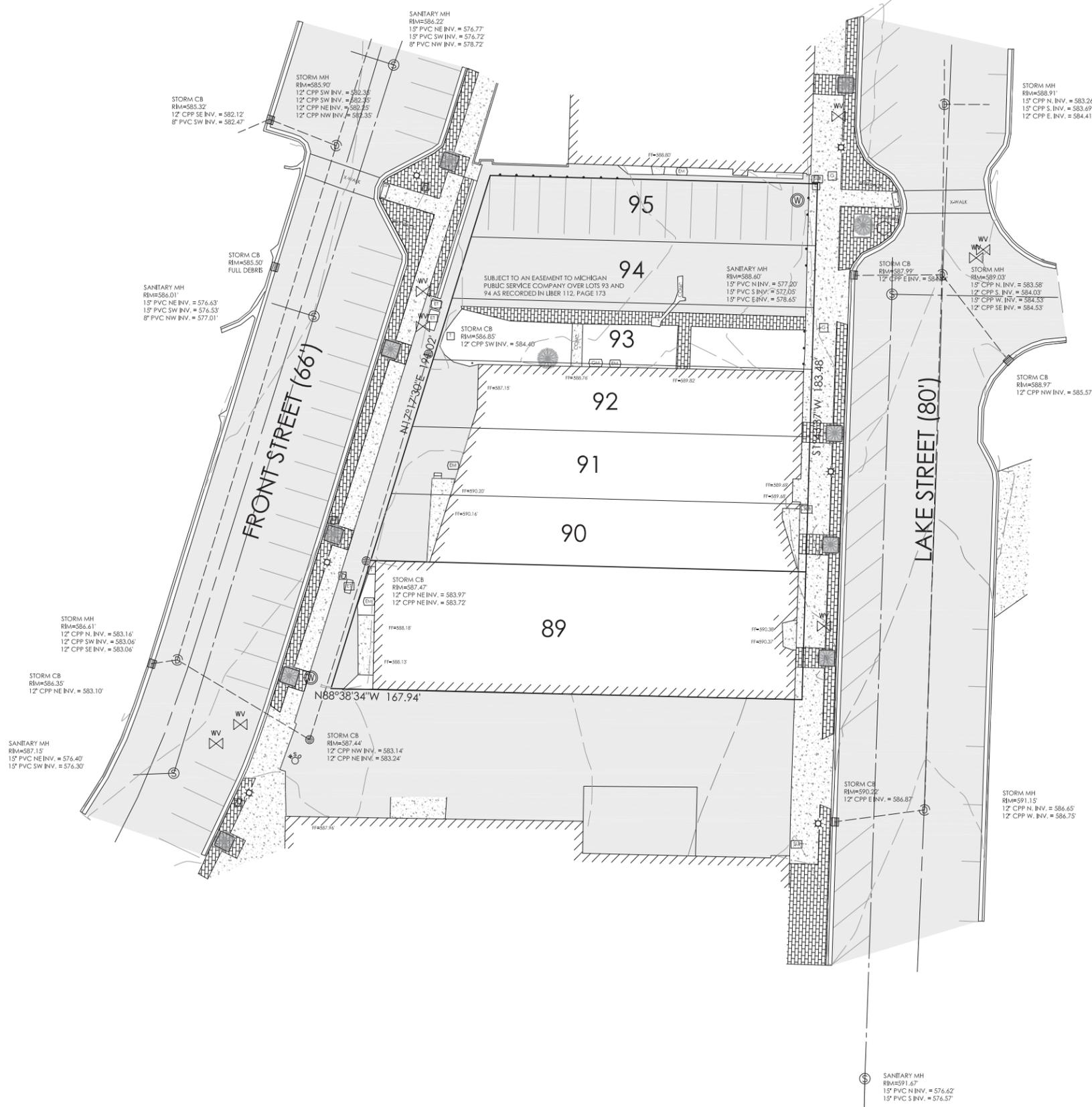
Call Development
One Water Street
Details
Section 35, Town 33 North, Range 6 West
Boyer City, Charlevoix County, Michigan

PRELIMINARY

DATE: 1.30.15

12026

SHEET 11 OF 11



FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.: 61045
 COMMITMENT DATE: 10/10/2014 AT 8:00AM

INTEGRITY LAND COMPANY, A MICHIGAN CORPORATION

PROPERTY LOCATED IN THE CITY OF BOYNE CITY, COUNTY OF CHARLEVOIX, STATE OF MICHIGAN:

LOT 89, OF BEARDSLEY'S FIRST ADDITION TO BOYNE, CITY OF BOYNE CITY, CHARLEVOIX COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, CHARLEVOIX COUNTY RECORDS.

STEWART TITLE GUARANTY COMPANY, COMMITMENT NO.: 14080328
 EFFECTIVE DATE: AUGUST 7, 2014 AT 8:00AM

BOYNE HOLDINGS, INC., A MICHIGAN CORPORATION

LOCATED IN THE CITY OF BOYNE CITY, COUNTY OF CHARLEVOIX, STATE OF MICHIGAN, LOTS 90, 91, 92, 93, 94, AND 95 OF BEARDSLEY'S FIRST ADDITION TO BOYNE (NOW CITY OF BOYNE CITY), AS RECORDED IN LIBER 1 OF PLATS, PAGE 5, CHARLEVOIX, COUNTY RECORDS.

- LEGEND**
- GOVERNMENT CORNER
 - FOUND CONCRETE MONUMENT
 - FOUND IRON
 - FOUND PK NAIL
 - SET IRON
 - ▲ BENCHMARK
 - SANITARY MANHOLE
 - ^{CS} SANITARY CLEAN OUT
 - STORM MANHOLE
 - STORM CATCH BASIN
 - STORM CATCH BASIN
 - HYDRANT
 - ⊕ WATER VALVE
 - ⊕ WATER SHUT OFF
 - WATER MANHOLE
 - MONITORING WELL
 - ⊕ GAS MARIER
 - ⊕ GAS VALVE
 - ⊕ GAS METER
 - ⊕ ELECTRIC PEDESTAL
 - ⊕ ELECTRIC TRANSFORMER
 - ELECTRIC MANHOLE
 - ⊕ ELECTRIC METER
 - UTILITY POLE
 - ⊕ GUY WIRE
 - LIGHT POLE
 - ⊕ CABLE PEDESTAL
 - ⊕ TELEPHONE PEDESTAL
 - ⊕ STREET LIGHT BOX
 - BOLLARDS
 - ⊕ SIGN



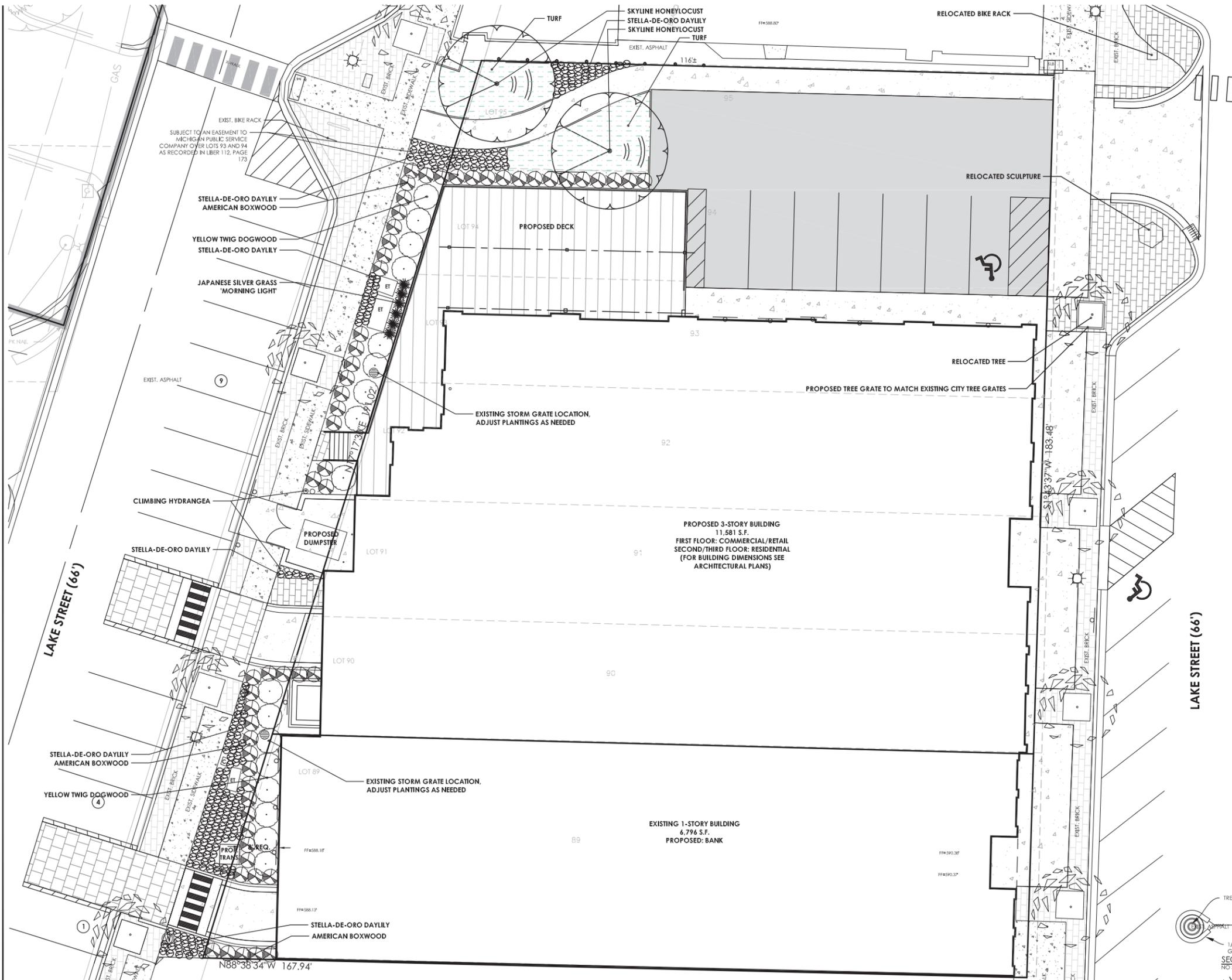
PO Box 4015
 830 Cottageview Dr., Suite 201
 Traverse City, MI 49685
 ph: 231-946-9310
 fax: 231-946-9926
 www.mansfield.com
 email: info@mansfield.com

Mansfield
 Land Use Consultants
 Planners - Civil Engineers - Surveyors

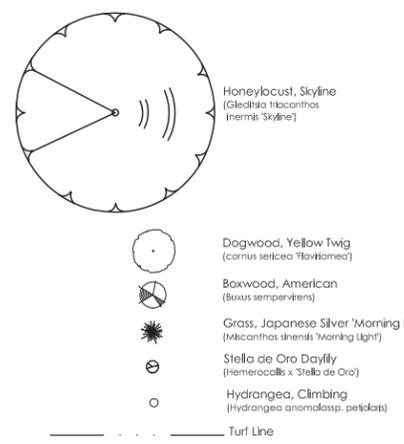
REV	DATE	DESC	BY	CHK	APP
0	XXXXX	XXX	XXX	XXX	XXX

Catt Development
 Topographic Survey
 Lot 89 & Lots 90, 91, 92, 93, 94, 95
 Beardsley's First Addition to Boyne
 Boyne City, Charlevoix County, Michigan

PROJECT:	MKG
DATE:	11/6/14
JOB NO.:	14096
SHEET:	SHT 1 OF 1

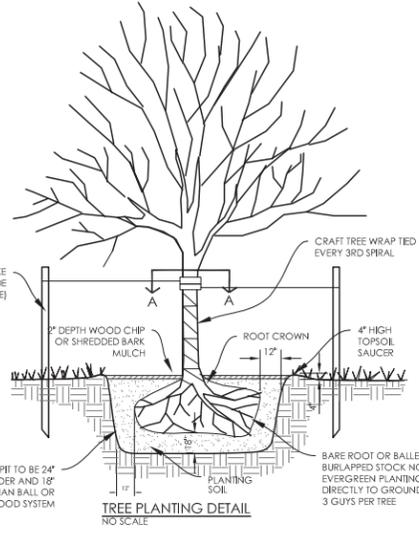
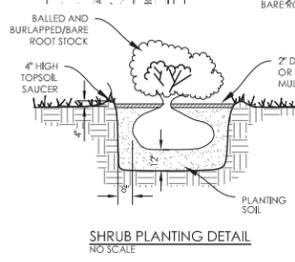
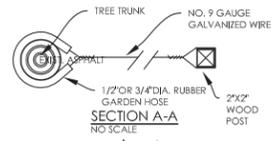
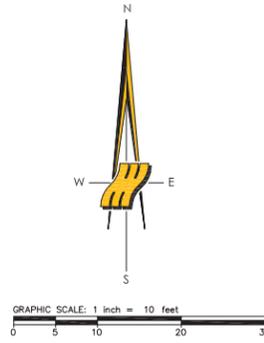


LANDSCAPE LEGEND



PLANT LIST

common name	botanical name	size	estimated quantity
TREES			
Honeylocust, Skyline	Gleditsia inaequalis 'Inermis-Skyline'	2 1/2" B&B	2
SHRUBS			
Boxwood, American	Buxus sempervirens	6 gallon	48
Dogwood, Yellow Twig	cornus sericea 'Flaviramea'	8 gallon	17
PERENNIALS			
Daylily, Stella de Oro	hemerocallis x Stella de Oro	1 gallon	202
Grass, Japanese Silver 'Morning Light'	Miscanthus sinensis 'Morning Light'	1 gallon	8
Hydrangea, Climbing	Hydrangea anomala sp. Petaloids	1 gallon	4



NOT FOR CONSTRUCTION

Call Development
SoBo Lake Street Building
 Landscape Plan
 Lots 89, 90, 91, 92, 93, 94 & 95, Beardley's 1st Addition to Boyne City
 Boyne City, Charlevoix County, Michigan

PRELIMINARY

DATE: 1.30.15

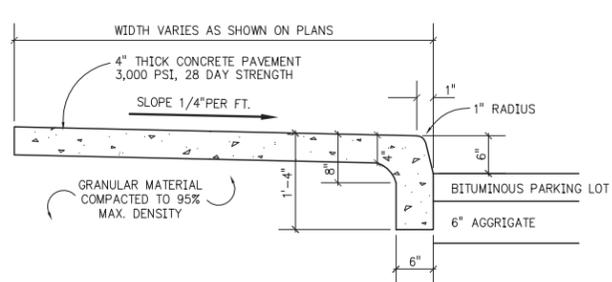
PROJECT NO: 14096

SHEET 7 OF 8

830 Cottageville Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

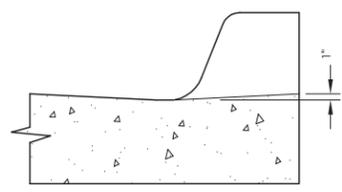
Mansfield
 & Co.
Land Use Consultants

P:\Users\Robert\Documents\Projects\SoBo\SoBo_Landscape_Plan.dwg (2015/01/30 14:22:00) - rrc

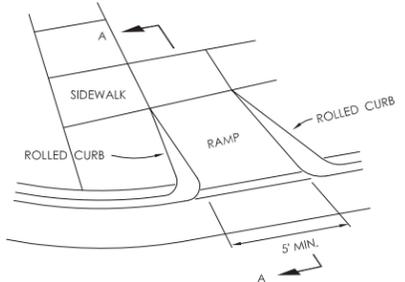


NOTE: EXPANSION JOINTS SHALL BE PLACED AT ALL SPRING POINTS, PERMANENT STRUCTURES, AND AT A SPACING OF NOT MORE THAN 20 FEET. THE SIDEWALK SHALL BE DIVIDED INTO UNIT AREAS OF NOT MORE THAN 36 SQUARE FEET BY MEANS OF CUT JOINTS (W.P.J.). INsofar AS POSSIBLE, UNIT AREAS SHALL BE PERPENDICULAR AND NOT LESS THAN 16 SQUARE FEET.

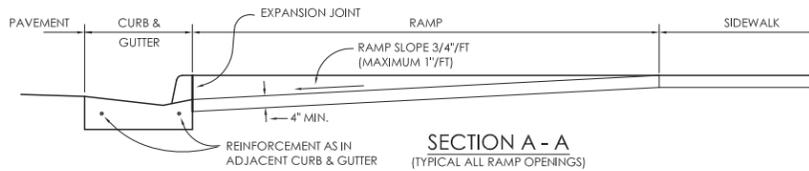
CONCRETE WALK DETAIL
NO SCALE



SECTION THRU CURB CUT
(TYPICAL ALL RAMP OPENINGS)

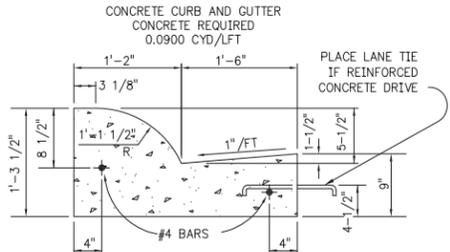


SIDEWALK RAMP TYPE 2

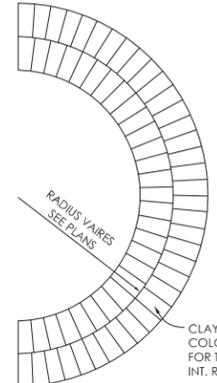


SECTION A - A
(TYPICAL ALL RAMP OPENINGS)

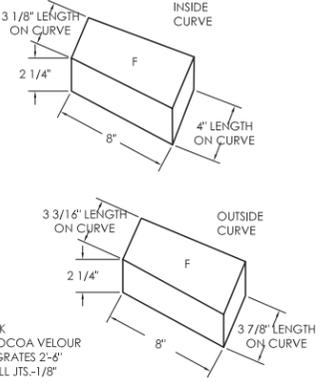
RAMP DETAILS
NO SCALE



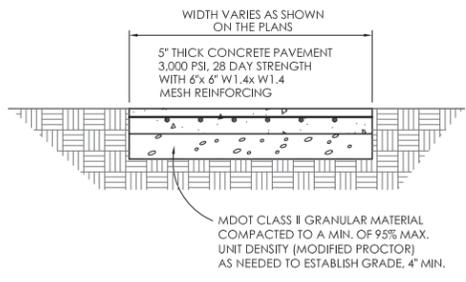
CURB DETAIL
(M.D.O.T. TYPE B2)
NO SCALE



BRICK DETAIL
NO SCALE

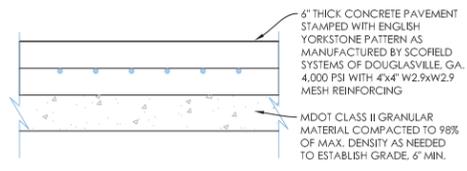


BRICK DETAIL
NO SCALE

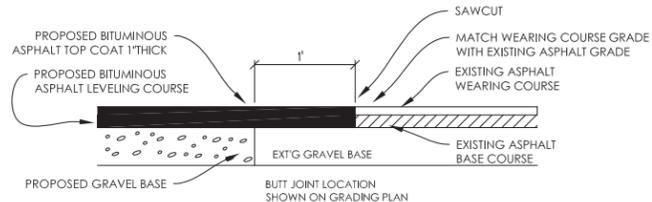


NOTE: EXPANSION JOINTS SHALL BE PLACED AT ALL SPRING POINTS, PERMANENT STRUCTURES, AND AT A SPACING OF NOT MORE THAN 20 FEET. THE SIDEWALK SHALL BE DIVIDED INTO UNIT AREAS OF NOT MORE THAN 36 SQUARE FEET BY MEANS OF CUT JOINTS (W.P.J.). INsofar AS POSSIBLE, UNIT AREAS SHALL BE PERPENDICULAR AND NOT LESS THAN 16 SQUARE FEET.

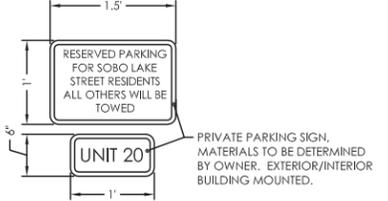
CONCRETE WALK DETAIL
NO SCALE



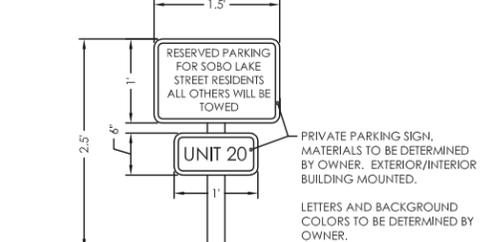
80x16 REINFORCED CONCRETE PARKING PAD
NO SCALE



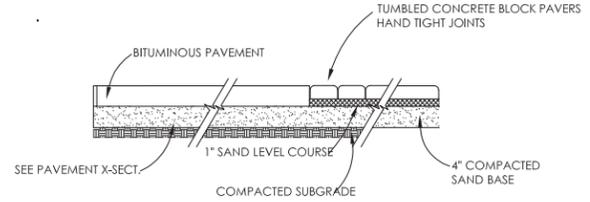
BUTT JOINT DETAIL
NO SCALE



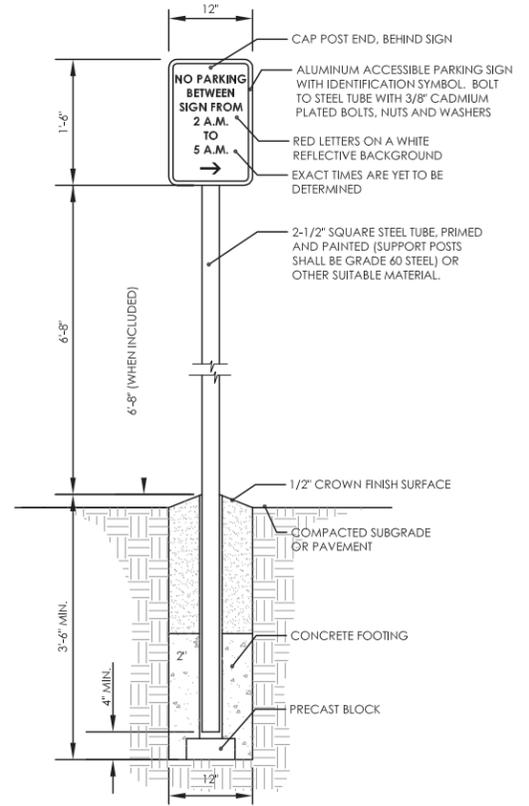
PRIVATE PARKING BUILDING MOUNTED SIGN DETAIL
NO SCALE



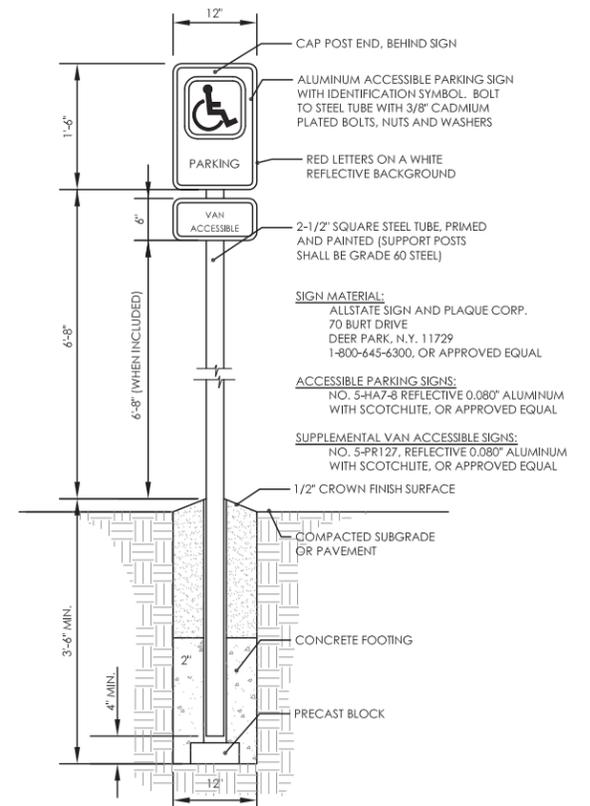
PRIVATE PARKING POST MOUNTED SIGN DETAIL FOR GARAGE PARKING
NO SCALE



PAVERS DETAIL
NO SCALE

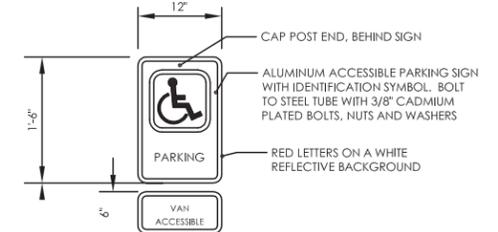


NO PARKING BETWEEN SIGNS SIGN DETAIL
NO SCALE



BARRIER FREE PARKING SIGN DETAIL
NO SCALE

NOTE: ACCESSIBLE PARKING SIGNS TO MEET ALL CURRENT REQUIREMENTS FOR DESIGN AND INSTALLATION.



BARRIER FREE PARKING WALL MOUNTED SIGN DETAIL
NO SCALE

NOTE: ACCESSIBLE PARKING SIGNS TO MEET ALL CURRENT REQUIREMENTS FOR DESIGN AND INSTALLATION.

830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.manpeps.com
info@manpeps.com

Mansfield
Land Use Consultants

REV	DATE	DESCRIPTION	BY	CHK	APP
1	01-30-15	Original design			

NOT FOR CONSTRUCTION

Call Development
SoBo Lake Street Building
Detail Sheet
Lots 89, 90, 91, 92, 93, 94 & 95, Bearasley's 1st Addition to Boyne City
Boyer City, Charlevoix County, Michigan

PRELIMINARY

DATE: 1.30.15
CREATED: 1.30.15

14096

SHEET 8 OF 8



Fidelity National Title Insurance Company

Commitment No.: 61045

COMMITMENT FOR TITLE INSURANCE

Issued by
Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By:

Attest:

Angela Raison

John C. [Signature]

President

Secretary

Countersigned: Angela Raison
Authorized Signatory

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT NO.: 61045

1. Commitment Date: 10/10/2014 at 8:00AM
2. Policy (or policies) to be issued:
 - a. ALTA Owner's Policy/ ALTA Residential Title Insurance Policy Policy Amount
 ALTA EAGLE Protection Owner's Policy
 Proposed Insured: **To Be Determined** \$
 - b. ALTA Loan Policy Policy Amount
 ALTA Loan Policy EAGLE Protection Added
 Proposed Insured: **No lender information has been provided at this time** \$

3. *Fee Simple* interest in the land described in this Commitment is owned, at the Commitment Date, by
Integrity Land Company, a Michigan Corporation

4. The land referred to in this Commitment is described as follows:

Property located in the City of Boyne City, County of Charlevoix, State of Michigan:

Lot 89, of Beardsley's First Addition to Boyne, City of Boyne City, Charlevoix County, Michigan, according to the Plat thereof, Charlevoix County Records.

For Informational Purposes: More Commonly known as 210 Front Street, Boyne City, MI 49712

Emmet Title
 325 East Lake St Suite L4
 Petoskey, MI 49770



Fidelity National Title Insurance Company

SCHEDULE B – SECTION I

REQUIREMENTS

COMMITMENT NO.: 61045

The following requirements must be met:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded:

Require a copy of the Resolution of the Board of Directors of Integrity Land Company, a Michigan Corporation authorizing the Corporation to deed subject property and directing the proper officer authorized to sign on behalf of the Corporation.

The Company requires for its review a satisfactory proper Deed from Integrity Land Company, a Michigan Corporation to To Be Determined. The Deed must then be signed, delivered and recorded.

Recordation of Mortgage executed by To Be Determined to the proposed insured.

Note: As to the Mortgage Policy only, Survey requirement waived. Final Mortgage Policy, when issued, will however provide affirmative Survey coverage.

Submit satisfactory evidence from the Subdivision Association, if any, that there are no outstanding assessments for association dues and that the Association has approved the sale of the subject property, if such approval is required.

If the above stated requirements are not satisfied or if the following unpaid taxes and/or special assessments, if any, are not paid, these items will be shown as an exception to coverage on Schedule B-Part I on the final policy, when issued.

The Company requires for its review a satisfactory indemnity and affidavit to be executed by the seller(s)/mortgagor(s) stating that:

- (1) There are no matters pending against the affiant(s) that could give rise to a lien or any other right that would attach to the land between the effective date of commitment as extended and the recording of the interest to be insured.
- (2) The affiant(s) have not and will not execute any instruments or allow any action that would adversely affect the interest to be insured.

Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

Tax No.: 051-445-089-00

2014 Summer and prior years taxes PAID

2014 Summer taxes PAID in the amount of \$3,412.44

2013 Winter taxes PAID in the amount of \$1,609.28

Special Assessments: NONE

2014 SEV: \$91,600.00

Homestead: 0%

Note: Sewer and water connection and service charges are not examined.

4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.



Fidelity National Title Insurance Company

SCHEDULE B – SECTION II

EXCEPTIONS

COMMITMENT NO.: 61045

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. The Owner's Policy, when issued, will contain standard exceptions unless otherwise requested and other requirements are met.
7. Taxes which become a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of this Commitment. Also, any additional taxes found due as a result of denial of a Homestead Exemption.
8. Easements, restrictions, rights of way, agreement, oil and gas leases, mineral rights, and road and/or highway rights-of-way of usual and ordinary nature, not of record, if any.
9. Easements as shown on recorded plat.
10. Rights or claims of parties in possession not shown of record.
11. Terms and Conditions of the Quit Claim Deed recorded in Liber 135 at Page 340.
12. Outstanding oil, gas and mineral rights, if any.

Effective Date: 5/1/2008



Fidelity National Title Insurance Company

Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Remit Payment To:
Talon Title Agency, LLC
932 Spring Street, Suite 203
Petoskey, MI 49770

INVOICE

Billed To:
Jack VanTreese/Jack VanTreese & Associates
425 Michigan Street, Suite 3
Petoskey, MI 49770

Invoice No.:
Invoice Date: August 12, 2014
Please Pay Before: September 12, 2014
Our File Number: 14080328
Your Reference Number: TBF, LLC/BOYNE HOLD

Property:
202 A Lake Street S
Boyne City, MI 49712
Charlevoix County

Brief Legal: Lots 90, 91, 92, 93, 94 and 95
Beardsley's First Addition to
Boyne

DESCRIPTION	AMOUNT
Policy premium for Owner's	1,661.25
Invoice Total Amount Due	\$ 1,661.25

CC: Wally Kidd / Kidd & Leavy Real Estate

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chairman of the Board



President

Countersigned by:

Authorized Countersignature

Talon Title Agency, LLC
Company
Petoskey, Michigan
City, State

SCHEDULE A

Order No.: 14080328

Commitment Number: 14080328

1. Effective Date: August 7, 2014 at 08:00 AM
2. Policy or Policies to be issued: Amount of Insurance
 - (a) ALTA Own. Policy (06/17/06) \$ 400,000.00
Proposed Insured:
TBF, LLC
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the effective date vested in:
Boyne Holdings, Inc., a Michigan corporation
5. The land referred to in this Commitment is described as follows:
Located in the City of Boyne City, County of Charlevoix, State of Michigan.
Lots 90, 91, 92, 93, 94 and 95 of Beardsley's First Addition to Boyne (now City of Boyne City), as
recorded in Liber 1 of Plats, Page 5, Charlevoix, County Records.

**SCHEDULE B
PART I**

Order Number: 14080328

Commitment Number: 14080328

Requirements:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Pay the agreed amounts for the Title and/or mortgage to be insured.
3. Pay us the premiums, fees and charges for the policy.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.

Specific Requirements

The following requirements must be met:

5. Provide insurer with satisfactory executed Owners Affidavit.
6. DISCHARGE(S) OF MORTGAGE(S) EXCEPTED ON SCHEDULE B, SECTION II.
7. Record proper Warranty Deed executed by Boyne Holdings, Inc., a Michigan corporation to TBF, LLC.
8. Submit a copy of the Resolution of the Board of Directors of the recited owner authorizing the sale of the subject property to the recited purchaser and directing the proper officers to execute the proposed conveyance on behalf of the corporation.
9. Submit a copy of the Certificate issued by the Corporation Division of the Commercial Services Bureau of the Michigan Department of Consumer and Industry Services evidencing proper filing of the Articles of Organization for TBF, LLC.

The above must be submitted to the Company for review before closing. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned document.

10. As to Lots 90-92:
Taxes are paid through 2013
2014 Summer taxes are DUE in the amount of \$ 5,337.52
2013 Winter taxes \$ 2,453.41
2014 S.E.V - \$ 230,100
2014 Taxable Value - \$ 143,275
Principal Residence Exemption - 0 %
Property Address: 202 A Lake Street S; Boyne City; MI, 49712
Tax Code No. 051-445-090-00

School Code 15020-Boyne City

SPECIAL ASSESSMENTS, IF ANY, WERE NOT EXAMINED.



11. As to Lots 93-95:
Taxes are paid through 2013
2014 Summer taxes are DUE in the amount of \$ 755.52
2013 Winter taxes \$ 347.24
2014 S.E.V - \$ 48,800
2014 Taxable Value - \$ 20,281
Principal Residence Exemption - 0 %
Property Address: Lake Street; Boyne City; MI, 49712
Tax Code No. 051-445-093-00

School Code 15020-Boyne City

SPECIAL ASSESSMENTS, IF ANY, WERE NOT EXAMINED.

SCHEDULE B PART II

Exceptions:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, and claims of easements, not shown by the Public Records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

Specific Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
4. Easements are for the uses shown on the recorded Plat, if any.
5. Right of Way Easement in favor of Michigan Public Service Company as recorded in Liber 112, Page 173, Charlevoix County Records.
6. Undivided 1/2 interest in Party Wall as disclosed by instrument recorded in Liber 208, Page 171, Charlevoix County Records.
7. Survey as recorded in Liber 226, Page 179, Charlevoix County Records.
8. Reservation by Boyne City Railroad Company as depicted in the instrument recorded in Liber 240, Page 587, Charlevoix County Records.
9. Easement as recorded in Liber 283, Page 597, Charlevoix County Records. Rights of others over and across said easement. (said Easement may have expired under its own terms)



10. Mortgage and Assignment of Rents for the sum of \$358,000.00 executed by Walter D. Coyle and Susan L. Coyle, husband and wife to Northwestern State Bank, dated April 17, 1989 and recorded April 26, 1989 in Liber 208, Page 178, Charlevoix County Records. Said Mortgage was assigned to Boyne Holdings, Inc., a Michigan corporation in Liber 238, Page 108, Charlevoix County Records.
11. Mortgage for the sum of \$200,000.00 executed by Boyne Holdings, Inc., a Michigan corporation to David L. Fochtman, Trustee of The David L. Fochtman Trust u/a/d November 16, 1989, dated January 1, 2005 and recorded February 10, 2005 in Liber 666, Page 468, Charlevoix County Records.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.