# Welcome to the Cedar Lake Improvement Board

Special Public Meeting

June 17, 2022

## **Board Members**

Carolyn Brummund Jesse Campbell Dave Dailey Steve Wusterbarth Rob Huebel Fred Strauer Rex Vaughn Alcona County Commissioner Alcona County Road Commission Rep. Greenbush Twp. Representative Oscoda Twp. Trustee Iosco County Commissioner Iosco County Drain Commissioner Citizen Riparian Representative Cedar Lake Improvement Board Special Public Meeting Alcona County Courthouse Commissioners Room Friday, June 17, 2022 4:00 PM EDT

### Proposed Agenda

- 1. Call to Order.
- 2. Roll Call.
- 3. Public Comment.
- 4. Approval of 6-17-2022 Agenda as presented.
- 5. Approval of Minutes of 5-20-2022 Meeting.
- Old Business.
   a. Jones Creek & Wetland Property Opportunity Purchase Agreement.
- 7. Public Comment.
- 8. Next Meeting Date: To be set by Board.
- 9. Adjournment.

### Cedar Lake Improvement Board Special Meeting Public Access Instructions

### Friday, June 17, 2022, at 4:00 PM EDT

### ZOOM VIDEO CONFERENCE SERVICE ACCESS INFORMATION:

To join the Zoom meeting, participants should do one of the following at the time of the meeting: • Windows, Android, and Apple Devices, direct your web browser application to this web site: https://us02web.zoom.us/j/82437498952?pwd=WnBMWmU0eU0rT3BSbkFYemJzR0lzdz09

• Phone Call (No Video) - Call 646-558-8656 and enter Meeting ID: 824 3749 8952, Passcode: 265619

• Alternative for Windows & Mac Desktops and Laptops - Go to the Zoom Web Site (https://zoom.us), Click on "Join a Call" and enter using Meeting ID: 824 3749 8952, Passcode: 265619

•Alternative for Android and Apple iPhones and Tablets - Download the Zoom app from the Apple App Store or Google Play store prior to the meeting, and then use Meeting ID: 824 3749 8952, Passcode: 265619

### Cedar Lake Improvement Board Meeting Minutes Public & Conference Call-In Meeting Greenbush Township Hall Friday, May 20, 2022, 10:00 a.m.

1. Call to order 10:05 a.m.

2. Board Roll Call: Present---Strauer, Vaughn, Huebel, Brummund, Dailey. Absent—Wusterbarth, Campbell. There was a quorum. Total of 9 participants joined meeting in person or by phone, 6 of whom were the board members present at the meeting.

3. It was acknowledged that there was no public meeting held on January 14 or April 8, 2022.

4. Public Comment – n/a

5. Approval of 5-20- 2022 Agenda - Motion to approve agenda as presented made by Brummund/Dailey. Motion passed.

6. Approval of Minutes from 12-10-2021 Meeting– Motion made to approve minutes from 12-10-2021 made by Dailey/Huebel. Motion passed.

7. Old Business

followed

a.) Re-establish meeting dates for 2022

i. Motion to cancel 2022 meeting dates of July 18 and October 14 made by Brummund/Dailey. Motion passed.

ii. Motion to approve CLIB meeting of 5-20-2022 as the first meeting of 2022 with special meetings to be scheduled as needed for the remainder of 2022, announcing/posting special meetings on county and CLIB websites and at entrances to appropriate government building made by Dailey/Brummund. Motion passed.

iii. There will be no further regularly scheduled meetings for 2022. Special Meeting procedures will be

b.) Reinvesting CD balance that matured 10/21/21 discussion – Motion made by Brummund/Dailey to move this item to New Business as 8G for further discussion. Roll Call vote on motion. Ayes: Strauer, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

c.) The draft of the updated CLIB By-Laws is expected before the end of 2022.

d.) Jones Creek & Wetland Property:

i. Written report of the Sub-Committee activities was presented by the Chair.

ii. Home inspection report, appraisal and survey drawings were included in the info packet and emailed as a large download. Hard copies are available upon request.

iii. The Sub-Committee reported they reached a stalemate with the owner regarding the purchase price of this property on February 24, 2022. The benefit that this property, which includes Jones Creek, has to the Cedar Lake Watershed remains extremely high. Assuring control and responsible management of the resource in support of the Watershed Management Plan objectives can only be assured if the property is publicly owned. Jones Creek also contributes significantly to the recreational season lake level in ways that were just recently discovered. Motion to reopen negotiations with the property owner and purchase said property for "up to" \$160,000., with the sub-committee (Vaughn, Wusterbarth, Brummund) leading the negotiations, was made by Brummund/Huebel. Roll Call vote on motion. Ayes: Strauer, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

8. New Business

a.) Doug Pullman, Aquest, unavailable. See reports for final information on Lake Management 2021

i. Executive Summary included in packet

ii. Copy of full report included in info packet emailed as download. Hard copy available upon request. Report also posted to CLIB website: <u>https://cedarlakewmp.net/</u>

iii. Spring Weed Survey will be Mon., May 23, 2022 @ 10 am leaving from Rex Vaughn's dock.

10:40 a.m. Jesse Campbell arrived at meeting.

b.) Mark Kieser, of K&A gave overview of the following:

i. 2021 Cedar Lake Hydrology Report

ii. Lake Level Augmentation Project Phase III

iii Copy of full reports included in info packet emailed as download. Hard copy available upon request. Report also posted to CLIB website: <u>https://cedarlakewmp.net/</u>

iv. Motion to accept these reports was made by Vaughn/Dailey. Motion passed.

11a.m. Fred Strauer left meeting; quorum maintained.

c.) 2021 CLIB budget discussed. Motion to accept and approve final 2021 budget made by Brummund/Dailey. Roll Call vote on motion. Ayes: Campbell, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

d.) 2022 CLIB proposed budget: After discussion, motion made to accept and approve the 2022 budget as presented by Brummund/Dailey. Roll Call vote on motion. Ayes: Campbell, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

e.) Review and discussion regarding 2022 Lake Treatment Services and Professional Consulting Services:

i.) Motion to accept Clarke Aquatics 2022 Aquatic Herbicide Treatment Services and authorize the chair to sign the contract as presented made by Dailey/Campbell. Roll Call vote on motion. Ayes: Campbell, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

ii.) Motion to accept and approve the LakeScan Aquatic Plant Management Services contract for 2022 made by Brummund/Daley. Roll Call vote on motion. Ayes: Campbell, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

iii.) Kieser & Associates 2022 Professional Services contract reviewed: Discussion regarding tasks that will be approved to keep within the budget. Motion to accept and approve the K&A contract for Tasks 1,2,3,4 (b through f), and 7 (b,d,e,f) made by Brummund/Dailey. Roll Call vote on motion. Ayes: Campbell, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

iv) Discussion regarding remaining task 5,6,and/or 8. Tasks 5 and 8 can be delayed until 2023. Task 6 is being considered to be added in later in 2022. Could transfer contingency or fund balance if needed.

f.) Review and approve bills that were paid since the 12-10-2021 meeting or are now due:

i. & ii.) Motion to approve payment to Pat Dailey for annual scribe & fiduciary services (\$580.00) and Rex Vaughn for reimbursement for new CLIB conference calling card (\$26.50) made by Brummund/Campbell. Roll Call vote on motion. Ayes: Campbell, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

iii.), iv.), v).: Motion to approve payment to Clarke Aquatics for Annual EGLE permit fee (March 23, 2022, Inv 11552, \$1,632.), Kieser & Associates for 2021 LakeScan contract final payment (Inv 21-274, \$2,190.) And to Kieser & Associates for April 2022 (Inv 22-038, \$6,613.10) and March 2022 (Inv 22-206, \$26,056.25) made by Brummund/Dailey. Roll Call vote on motion. Ayes: Campbell, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

vi.) Motion to approve invoices incurred for Jones Creek & Wetland property investigation which include Alcona Land Survey \$1,550., Elite Inspection Services (Inv. 320, \$850.), Lee Fullerton, Appraiser (Inv. 21195, \$400.) and Huron Plumbing (Inv. 9393, \$300.) made by Brummund/Huebel. Roll Call vote on motion. Ayes: Campbell, Vaughn, Huebel, Brummund, Dailey; Nays: None. Motion passed.

g.) Reinvesting of CD: Postponed, awaiting the sub committee's outcome regarding Jones Creek before deciding.

9. Public Comment – n/a

10. Next meeting – TBA

11. Adjournment – 11:54 am

### Heritage House Realty, Oscoda/AuSable Purchase Agreement



SellingOffice: Heritage House Realty ~ Oscoda/AuSable	Date June 8, 2022				
Listing Office: Heritage House Realty ~ Oscoda/AuSable	Time	am/pm			
1. <b>PROPERTY DESCRIPTION</b> Buyer agrees to buy from Seller the property more commonly known as:					
3325 W Cedar Lake Rd., Greenbush, MI 48738					

situated in the township of <u>Greenbush</u>, County of <u>Alcona</u>, State of Michigan, and legally described as: SEE ATTACHED

Township parcel # (s): 041-196-000-068-00 AND 040-015-400-100-00

2. The property includes all buildings; gas, oil, and mineral rights owned by Seller; plumbing, heating, and electrical fixtures; built-in appliances; water softener (unless rented); water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutters, window blinds, and curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, and mail boxes; and incinerator, if any; and

but does not include:

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

- 3. SALES PRICE The sales price is \$150.000.00
- 4. **METHOD OF PAYMENT** All monies must be paid by cash, certified check, cashier's check, or money order. The sale will be completed by the following method:

CASH - Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title

LAND CONTRACT - Buyer will pay \$\_\_\_\_\_down payment upon Buyer and Seller signing a Land Contract. Buyer will pay monthly installments (principal and interest) of \$\_\_\_\_\_\_or more, including annual interest of \_\_\_\_\_%. Buyer will pay the entire balance, which may require a lump-sum payment, within \_\_\_\_\_\_years after closing.

MORTGAGE ASSUMPTION or LAND CONTRACT ASSUMPTION If the holder of the mortgage or land contract agrees, buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing of approximately <u>upon Seller's</u> delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

OTHER -

### Heritage House Realty, Oscoda/AuSable Purchase Agreement

- 5. TITLE INSURANCE: Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will apply for a commitment for title insurance within <u>5</u> days after the Buyer has waived all other contingencies contained in the agreement. Upon receipt of the commitment, Buyer shall have <u>5</u> days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
- 6. SURVEY/SITE INVESTIGATION All matters related to but not limited to zoning, soil borings, matters of survey, use permits, drain easements, rights of way, etc., are the sole responsibility of Buyer unless specified in other provisions of this agreement, or on an attached addendum.
- 7. **PROPERTY INSURANCE** Seller shall be responsible for fire and extended coverage insurance on the property until sale is closed.
- 8. CLOSING COSTS Unless otherwise provided in this contract, the Buyer and Seller agree to the following: Seller shall pay all State transfer taxes and costs required to convey clear title. Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. In the event of a cash sale, the title company closing fee will be split evenly between Buyer and Seller.
- TAXES and ASSESSMENTS Seller will pay all prior year real estate taxes and assessment installments. Buyer
  will pay real estate taxes and assessment installments due after the date of closing. The current years real estate
  taxes and assessment installments will be paid as follows:

NO PRORATION: Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessments becomes payable.

PRORATION CALENDAR YEAR: Current year taxes and assessment installments shall be treated as though paid on a calendar year basis with Seller responsible from January 1<sup>st</sup> to the date of closing; and Buyer responsible for the date of closing through December 31<sup>st</sup>.

PRORATION DUE DATE Current year taxes and assessment installments treated as though they are paid in advance based on a due date basis. Summer tax being July 1st through June 30<sup>th</sup> and the winter tax being December 1<sup>st</sup> through November 30<sup>th</sup>.

- OTHER
- 10. PRORATED ITEMS Interests, rents, association fees, LP gas, and water use, if any, will be prorated to the date of closing. Additional items:
- 11. CLOSING DATE Buyer and Seller will close the sale within 10 days after all necessary documents are ready, but in no event later than August 1, 2022.

### 12. OCCUPANCY

Immediately after closing

\_\_\_\_\_days after closing by 12:00 noon. From the date of closing to the date of vacating, Seller will pay Buyer \$\_\_\_\_\_\_per day occupancy charge. At closing Seller will give \$\_\_\_\_\_\_ to the \_\_\_\_\_\_Broker. The Buyer or listing broker will use this money for the occupancy charge and then reimburse the Seller for any unused days. Seller is liable to Buyer for damage caused to the property after closing and before vacating.

If tenants occupy the property, then:

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Seller will vacate the tenants before closing. Buyer will assume responsibility for tenants.

### Herîtage House Realty, Oscoda/AuSable Purchase Agreement

### 13. SELLER'S DISCLOSURE

Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.

Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993. Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

Not applicable: Commercial/Vacant Land

14. LEAD-BASE PAINT DISCLOSURE/INSPECTION (for residential housing built prior to 1978) Buyer acknowledges that prior to signing this Sales Contract, Buyer has received a copy of the *Lead-Based Paint Seller's Disclosure, Form* completed by the Seller on \_\_\_\_/\_\_\_, the terms of which shall be part of this agreement.

Buyer shall have a \_\_\_\_\_\_day opportunity after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based pain hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate, and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

- 15. LAND DIVISION ACT (for unplatted land only) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:
  - (a)The grantor grants to the grantee the right to make all (insert "zero" or a specific number, as appropriate) division(s) under section 108 of the land division, Act. No. 288 of the public Acts of 1967.
  - (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protested by the Michigan right to farm act.

CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

### **16. PROPERTY INSPECTION**

Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written of oral understandings except as otherwise provided in this contract.

This contract is contingent upon Buyer's satisfaction with inspections of Buyer's choice and at Buyer's expense. Buyer shall have the option for \_\_\_\_\_\_ days from final acceptance to have the property inspected. Seller shall make the premises reasonably available for inspections. This contingency includes, but is not limited to, inspections for radon, pests, mold, sewer, septic, water, square footage, construction, mechanical, electrical, structural, architectural, survey, asbestos, and any other inspection Buyer may deem appropriate for Buyer's intended use of the property. Buyer agrees to restore the property to its prior condition after any inspections or tests. The inspection contingency shall be deemed waived unless Buyer objects during the time period permitted for the inspection(s). If Buyer is not satisfied with the result of any inspection, Buyer may declare this contract null and void, or notify Seller, in writing, during the time frame for the inspection(s), of material defect(s). If Seller is so notified, Seller will have \_\_\_\_\_days to notify Buyer in writing, of Seller's willingness to correct the defect(s), credit the Buyer a sum of money at closing, reduce the sales price, or decline any change to contract. Upon receipt of notice from Seller, or after the expiration of the number of days stated above, if Seller has not responded, Buyer will have \_\_\_\_\_days to accept any offer made by Seller, declare the contract null and void, or declare in writing that Buyer will purchase the property in its as-is condition. If no election is made during this time period, the inspection will be deemed waived.

Buyer acknowledges that the salesperson has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property.

- INSPECTION PREVIOUSCY DONE -

### Heritage House Realty, Oscoda/AuSable Purchase Agreement

- 17. **DEPOSIT** Buyer will deposit \$ 9 , showing good faith, upon acceptance of this offer. This money, which will be applied to the sales price, will be deposited in the selling broker's trust account. If the conditions in this contract cannot be met, Seller authorized the selling broker to refund the deposit.
- 18. DUE ON SALE (if it applies) SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT. UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.
- 19. **DEFAULT** If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies (subject to paragraph 17).
- 20. RELEASE Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this agreement and the marketability of title, and Buyer(s) and Seller(s) release the listing broker and selling broker, and their respective agents, employees, attorneys, and representatives, with respect to all claims arising out of or related to this Sales Contract, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this agreement and, in addition, agree to indemnify and hold harmless the listing broker and selling broker from any and all claims related to those matters.
- LIMITATION Buyer(s) and Seller(s) agree that any and all claims or lawsuits which they may have against the listing broker and its agents and selling broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this agreement. Buyer(s) and Seller(s) waive any statute of limitations to the contrary.
- 22. MERGER Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer(s) and Seller(s) further agree that this agreement supersedes any and all prior agreements, understanding or representations made by the parties or their agents.
- 23. FAX/SCAN/EMAIL The parties agree that this offer, any counteroffer, acceptance, or notices pertaining to this agreement may be delivered by facsimile or scanned and sent via email.
- 24. COUNTERPARTS This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
- 25. **HEIRS AND SUCCESSORS** this contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. The Buyer shall not assign this contract without Seller's prior written permission.
- 26. WALK THROUGH: Buyer shall have the right to a "walk through" of the property prior to closing.
- 27. ATTORNEY RECOMMENDED Buyer acknowledges that the salesperson has recommended that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been met.

### 28. OTHER CONDITIONS:

Pending Board Approval

PAGE 1 of Z

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Heritage House Realty, Oscoda/AuSable Purchase Agreement

29. Expiration: This offer will expire on or before JUNE 30, 2022

Buyer and Seller agree that this is the entire contract and that there are no other written or oral understandings. Execution of a facsimile counterpart of this agreement shall be deemed execution of the original Agreement. Facsimile transmission of an executed copy of this Agreement shall constitute acceptance of this agreement.

30.	Buyer (s) Signature (	PAN	. /	af l				
	Signature:	4/1/ac	1g/m	Dat	<u>= 6/8/2022</u>			
	Print name: Cedar Lake Improvement Board				_ []Married [] Single			
			iddle)	(Iast)				
	Signature:			Dat	b;			
	Print name:			IMarried II Single				
	(fir		e ,	(last)				
		Box 53, Greenbush, N	1 48738					
	Print Salesperson's pa	ame: Mark A Klimer		0	ffice Ph: 739-2131			
31.	31. Buyer's Receipt Buyer has received a copy of this contract.							
				and the second second second second				
37 Galleria Accountance Caller generate this growthen any identical at a faile size of								
32. Seller's Acceptance Seller accepts this as written or with the following changes:								
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Sell	ler (s) Signature (s)	1 = 1 =	,					
Sig	nature: Hand	E. Ries			Date: 6-14-2022			
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	(first)		)	(lest)				
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Prin	t name: DIAN		<u>&gt;p</u>	RIES	Married 🛯 Single			
	(first)	(middle)	OP UNE D	(last)	ULLS MICHIGAN 1400-0			
				EVENCI II				
Prin	t Salesperson's name:_	CHRISTINE K	ICHER_		Office: 739-213/			

Seller's Receipt Seller has received a copy of this contract.

Legal Description:

040-015-400-100-00

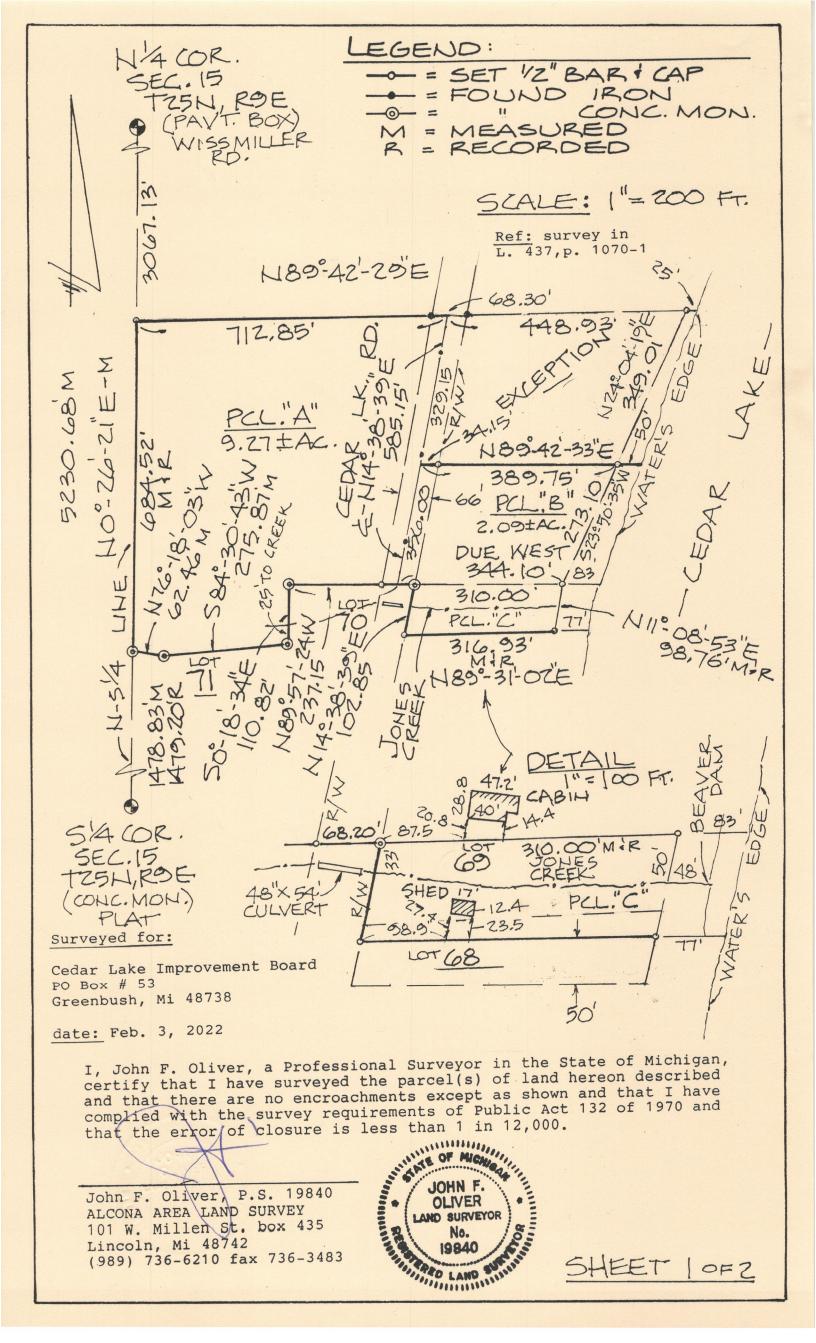
T25N R9E SEC 15 COM S1/4 COR, N 1479.2 FT TO POB, N 684.52 FT, N89DEGE 714.79 FT TO CL CEDAR LK RD, S14DEGW 328.80 FT ALG CL, N89DEGE 389.75 FT TO SHR, S23DEGW 273.30 FT ALG SHR, S90DEGW 310 FT, N89DEGW 271.25 FT, S 111 FT, S84DEGW 276 FT, N76DEGW 62 FT TO POB & INCLUDING THOSE LANDS BETWEEN THE SD LOT LNS EXTENDED TO THE EDGE OF CEDAR LAKE S437/1070 SV PARCEL "2A" 11.7154000275489 ....

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041-196-000-068-00

T25N R9E SEC 15 LOT 68 EXC 5 50 FT & LOT 69 FIRST ADD TO MCCLATCHEYS CEDAR LAKE ESTATES SUB S437/1070 PARCEL "1" 0.807745011313473



Descriptions of land surveyed:

Parcel "A": Commencing at the South 1/4 Corner of Section 15, T25N, R9E, Greenbush Township, Alcona County, Michigan; thence N 00°26'21"E along the North and South 1/4 line of said section, 1478.83 ft to the Point of Beginning; thence continuing N 00°26'21"E along said 1/4 line, 684.52 ft; thence N 89°42'29"E 712.85 ft; thence S 14°38'39"W along the centerline of Cedar Lake Road, 585.15 ft; thence along the North line of Lots 70 and 71 of the First Addition to McClatchey's Cedar Lake Estates Subdivision as recorded in Liber 1 of Plats, page 163 of Alcona County Records in thefollowing four(4) courses: N 89°57'24"W 237.15 ft, S 00°18'34"E 110.82 ft, S 84°30'43"W 275.87 ft and N 76°18'03"W 62.46 ft to the Point of Beginning. Said Parcel being a part of the E-1/2 of said Section 15 and containing 9.27 acres of land, more or less. Being subject to the rights of the public over the Easterly 33 feet thereof. Also being subject to easements, restrictions and zoning of record, if any.

SHEET 2 OF 2,

"B": Parcel Commencing at the South 1/4 Corner of Section 15, T25N, R9E, Greenbush Township, Alcona County, Michigan; thence N 00°26'21"E along the North and South 1/4 line of said section, 1478.83 ft; thence along the Northerly line of Lots 71 and 70 of the First Addition to McClatchey's Cedar Lake Estates Subdivision as recorded in Liber 1 of Plats, page 163 of Alcona County Records, in the following four (4) courses: S 76°18'03"E 62.46 ft, N 84°30'43"E 275.87 ft, N 00°18'34"W 110.82 ft and S 89°57'24"E 237.15 ft to the Point of Beginning; thence N 14°38'39"E along the centerline of Cedar Lake Road, 356.00 ft; thence N 89°42'33"E 389.75 ft; thence S 23°50'35"W along the shore of Cedar Lake, 273.10 ft; thence Due West along the North line of Lot 69 of said McClatchey's Plat, 344.00 ft to the Point of Beginning. Said Parcel being a part of the E-1/2 of said Section 15 and containing 2.09 acres of land, more or less. Being subject to the rights of the public over the Westerly 33 feet thereof. Side Parcel lines extend to the water's edge of Cedar Lake. Being subject to easements, restrictions and zoning of record, if any.

Parcel "C": Lot 68, EXCEPT the South 50 feet and entire Lot 69 of the First Addition to McClatchey's Cedar Lake Estates Subdivision in Section 15, T25N, R9E, Greenbush Township, Alcona County, Michigan as recorded in Liber 1 of Plats, page 163 of Alcona County Records. Containing 0.71 acres of land, more or less. Side lines extend to the water's edge of Cedar Lake. Being subject to easements, restrictions and zoning of record, if any.

Surveyed for:

Cedar Lake Improvement Board PO Box # 53 Greenbush, Mi 48738

date: Feb. 3, 2022

I, John F. Oliver, a Professional Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described and that there are no encroachments except as shown and that I have complied with the survey requirements of Public Act 132 of 1970 and that the error of closure is less than 1 in 12,000.

John F. Oliver, P.S. 19840 ALCONA AREA LAND SURVEY 101 W. Millen St. box 435 Lincoln, Mi 48742 (989) 736-6210 fax 736-3483



# <section-header>

### LOCATED AT

3325 W Cedar Lake Road Greenbush, MI 48738 see page 3

### FOR

Cedar Lake Improvement Board PO Box 53, Greenbush, MI 48738

### **OPINION OF VALUE**

167,000

### AS OF

01/20/2022

### BY

Lee K Fullerton Lee K Fulleton 7659 Woodlea Rd W Oscoda, MI 48750 989-739-3982 leefullerton@charter.net