

CRYSTAL LAKE YACHT CLUB

3491 Pilgrim Highway
Post Office Box 452
Frankfort, Michigan 49635

Date: August 10, 2000
To: Dick Lewis,
Vice-President, Crystal Downs Country Club
From: Ted Greene
Commodore, Crystal Lake Yacht Club
Re: The Great CDCC/CLYC Land Saga

DICK:

After a bit of detective work, I think I've pretty well sorted out the property situation at the Yacht Club. I'm writing this memo so that future officers of our two clubs can refer to it when necessary, rather than having to re-assemble the bits and pieces from scratch.

1927: CDCC Acquires Crystal Lake Waterfront

The historical booklet, *Crystal Downs Country Club* by Fred Baird (written in 1981), contains a description of the CDCC presence on Crystal Lake, which is consistent with the deeds and surveys I have been able to locate. The third paragraph on page 12 starts:

“The Manitou realty Company, to obtain gravel for road building and to provide a bathing beach for future residents of the Downs, by deed dated June 15, 1927, acquired 100 feet of Crystal Lake beach from Charles E. Martin.”

The gravel was dredged from what is now the swimming hole in front of the beach.

1941: CLYC Leases Land from CDCC

On August 14, 1940, my grandfather wrote the following letter to the Downs (as related in *History of Crystal Lake Yacht Club* by Harry Lang written in 1995, page 9):

Mr. Leon D. Rose, Secretary
Crystal Downs Country Club
Frankfort, Michigan

Dear Mr. Rose:

The Crystal Lake Yacht Club is planning to build a clubhouse, and for that purpose we are requesting the Crystal Downs country club the use of the south half of the Country Club Swimming Harbor.

We believe, inasmuch as the memberships of both organizations overlap to a great degree, that this would be an excellent site, advantageous to both clubs. We plan to have an architect design the building, which would insure an attractive and useful addition to the harbor, and make it far more important in the summer life of the members of the Country Club than it is now.

If our request should be granted, we would cooperate with the Country Club in maintaining the roads and beautifying the grounds.

We earnestly request your serious consideration of this matter, as we feel that with such an arrangement both clubs would benefit highly.

With the best wish of the Crystal Lake Yacht Club, I remain

Yours very truly,
Ivan Greene
Commodore, Crystal Lake Yacht Club

Just over one year later, the Downs leased half of its "Swimming Harbor" property to the Yacht Club, as summarized in the *History of CLYC*, page 10:

"September 26 of 1941 saw a lease agreement executed between the (Yacht) Club and Crystal Downs Country Club whereby Crystal Downs leased 50 feet of its 100 feet of Crystal Lake frontage to the club for one dollar with the option to buy. The agreement was signed by John Seabury for CLYC and J. Allen Battle for Crystal Downs who was also a member of the CLYC. Plans for the Clubhouse were drawn up by Alexander McColl."

The first phase of the CLYC clubhouse was completed in 1942, with the picture below sent out as a Christmas card to CLYC members:



My measurements of the footprint of this original clubhouse indicate that it was about 45 feet across the front (facing the beach). This means it virtually filled the 50 feet of land leased to the Yacht Club, with almost no setback on either side (presumably this construction preceded zoning rules in Lake Township).

1948: CLYC Buys Land from the CDCC

According to Fred Baird's history of the Downs (page 12):

“In 1948 the south sixty feet of this tract was sold (deed dated January 25, 1949) to the Yacht Club by the Crystal Downs Country Club, and 110 feet north of the tract was acquired by the Country Club, giving the Country Club 150 of beach on Crystal Lake. This sale and acquisition was worked out by C.W. Seabury, J.L. Vette, G.W. Pearson, N.R. Clark, H.M. McClure and several others, and the \$1,650 necessary to bring it about was contributed by these men.”

Presumably the \$1,650 is net of what the CLYC paid for their 60 feet. I have not located any references to what the CLYC paid. If we assume the price per beach-foot was the same for all this property, then \$1,650 for the extra 50 feet implies a price of just over \$30 per beach-foot.

Attached to this memo is a copy of the Warranty Deed for this transaction. It includes cross-easements for both clubs:

For Crystal Downs: “There is hereby reserved unto Crystal Downs country Club, its members, successors and assigns, the use, in common, with the Crystal Lake Yacht Club, its members, successors and assigns, of the beach, road and parking area located on said premises, and the use of the dressing rooms and toilet facilities located in the Crystal Lake Yacht Club house on said premises.”

For the Yacht Club: “There is hereby granted unto Crystal Lake Yacht Club, its members, successors and assigns, of such portion of the road above mentioned and or the parking area above mentioned, as may be now located on premises of Crystal Downs Country Club immediately to the north of the premises hereby conveyed.”

In 1952, C.W. Seabury donated the funds to extend the front porch 14 feet north of the original clubhouse, as seen in the picture below:



Presumably the new porch stayed just within the boundaries of CLYC land, which again would have left almost no setback from either side.

1963: CLYC Buys and Trades Land with CDCC & Brown

The transactions in 1963 resulted in the current state of affairs with respect to CLYC and CDCC land ownership. Bob Hughes' description is quoted in Harry Lang's book (page 17-8):

“The main thing that happened during my tour of duty was the acquisition of Grant Brown's beach property. I appointed Harold McClure Chairman of our finance committee and suggested that we approach Ted Carland about buying his 100' north of our Club and if successful, swap it to Grant Brown for his beach (south of the Club).

There was much effort expended in this land acquisition by C.W. Seabury as the liaison with the Crystal Downs' members who assisted in negotiations as well as making contributions. Crystal Downs swapped a portion of their frontage for a portion of the newly acquired property from Carland. This allowed CLYC to own frontage necessary for the ramp at that time. Through the efforts of the Long Range Planning and Finance Committee, made up of H.P. Beachy, William McMillan, John Seabury, Willard Webb III and Harold McClure, the Club membership donated the necessary \$10,807.”

Following is a summary of the process which resulted in the present land ownership (with my estimates of the actual land measurements on the perpendicular to the long boundaries):

1. CLYC bought from Ted Carland about 102 feet of land north of the CDCC land.
2. CLYC (using Louise Huff as power of attorney) transferred portions of this land to:
 - a. Grant Brown, who received about 83 feet of the north side of Carland's lot, and
 - b. CDCC, which received about 19 feet of the south side of Carland's lot.
3. Grant Brown transferred his lot (about 83 feet) to the CLYC.
4. CDCC transferred about 19 feet along its south side to the CLYC.

Assuming most of the \$10,807 cost was for purchasing Carland's 100 feet, the price was about \$100 per beach-foot.

Copies of the warranty deeds involved in this process are copied separately. Apparently, no easements were included. Attached to this memo is a copy of the survey that was done in 1963. The CLYC property includes the unlabeled lot south of the 519.20 foot line.

Assuming the drawing is to scale, the widths of the lots close to the beach and perpendicular to the long boundaries appear to be approximately as follows:

CLYC: 158 feet

CDCC: 135 feet

These numbers differ from those quoted in the historical accounts, presumably because they are based upon the “perpendicular” lot measurements, not the length of beach front footage.

Also attached is a sketch from 1963 showing the parking lot and tennis court. This diagram indicates that the property line between CLYC and CDCC lies at about the center of the lake end

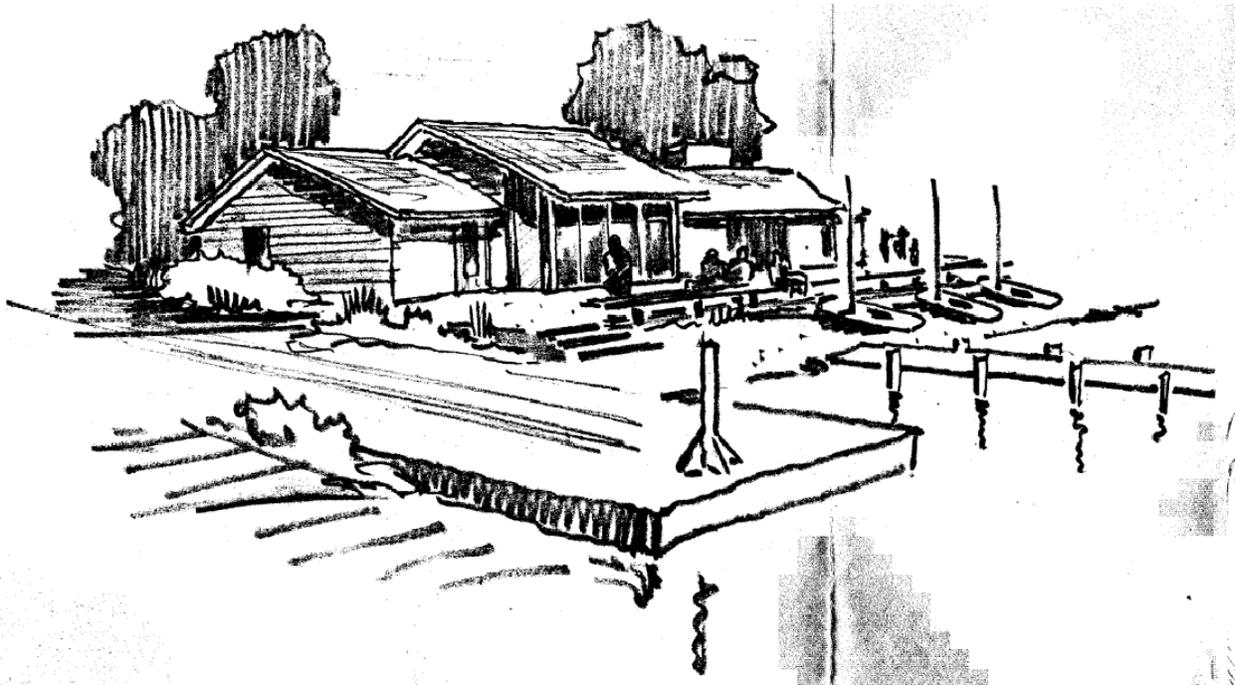
of the parking lot. The cement launch ramp lies entirely on CLYC land, while the flagpole is a couple of feet into CDCC land.

After 1963: CLYC Modifies the Clubhouse

In 1973 the CLYC expanded its clubhouse onto the lot acquired from Grant Brown. The addition was designed by Cle Allison and funded by member contributions. At the same time, the hoist for launching sailboats was installed, with funding provided by Herbert Dow.

At some point in this timeframe, the porch was dismantled, leaving a cement patio. No one I've talked to can date the porch demolition, but they all agree on two points: (1) the porch had rotted out and become unsafe, and (2) funding was not available to construct a replacement.

In the 1971 Telltale, Harry Lang refers to the "Afterdeck," which was a portion of the porch reserved for adults. However, a sketch of the new addition (found in Larry Brown's files, and done by Cle Allison) does not show a porch:



The following hypothesis has been presented to Bill Webb (who underwrote the expansion project) and Cle Allison (architect of the expansion), and while neither can remember the specifics, they both agree it is very likely: When the old clubhouse was examined closely for the purpose of designing the new addition, it was discovered that the porch had become unsafe. As Occie Gunkler relates in the *History of CLYC*, the CLYC had to really scramble to raise enough funds to build the addition. Thus, the demise of the porch most likely coincided with completion of the new addition.

During the 1989 season, Charlene Seabury donated the John Seabury Flagpole to the CLYC, along with the garden surrounding it. Extending along the lake side of the parking lot, most of this project lies on CDCC land. Given the roles that the Seabury family played in the history of both clubs, I doubt whether obtaining Country Club approval was a complicated process.

Jumping to the present time, as of August the tax roles for Lake Township show the following information:

- **CLYC property:** Assessed valuation \$200,900; taxable valuation \$111,479, property tax \$4,062.81.
- **CDCC property:** Assessed valuation \$180,000; taxable valuation \$97,747, property tax \$3,562.36.

Looking Forward: the CLYC Porch Project

The remainder of this memo summarizes our current thinking about restoring the old porch and adding new sundecks adjacent to the clubhouse.

For several years now, users of the clubhouse and beach have been requesting the addition of more shaded space in good view of both the beach and waterfront activities. In particular, the beach is a favorite of small children, and their mothers wish to have some shade central to the traffic pattern between the beach and restrooms. Also, the medical risks of sun exposure have become more generally known since the original porch was dismantled.

To this end, we have considered a number of options. Umbrellas have been tried, but the unpredictable nature of Northern Michigan weather and the round-the-clock use of our facilities does not make this option very practical (e.g. a strong east wind would put the umbrellas across M22). Awnings that roll in and out are appropriate for private residences, but my recent experience as Commodore suggests mechanical shade wouldn't last more than a couple of summers, given the abuse it would take from weather and beach goers. We've purchased one portable shade device, but only a few people can fit beneath it.

Thus, practically everyone who has focused on the issue of providing more shade eventually comes around to the conclusion that an open porch structure offers the most practical solution, because it could weather both summer boating seasons and winter weather patterns.

At the CLYC Board of Directors meeting this past Sunday, August 6, we decided to move into the planning stage for a project that would restore the old porch structure. The following parameters were considered to represent the ideal case:

- The project would be funded with voluntary contributions.
- It would generally restore the architectural theme of the original porch, but without screens, glass windows, and observation deck.
- Sunning area lost to the porch would be restored by adding wooden decks in two areas:
 - Over the old concrete launch ramp, which is entirely on CLYC property, and
 - Over the flagpole garden which is largely on CDCC property.
- No beach area would be lost; all deck construction would be on areas now covered by cement or the flagpole garden.

- The flagpole garden would be relocated to the west of the new flagpole deck, with the resulting loss of about one parking space. The flagpole would probably remain where it is.
- Ramp access would be provide to the beach from the northeast corner of the parking lot, where there is now a footpath; ramp access to the dock would be provided from the south side of the clubhouse.
- A professional architect would be commissioned to design the entire project.

As you and I have discussed, most of the sundeck over the current flagpole garden would require CDCC approval. To this end, our next milestone is to develop a detailed architectural design which would specify exactly where the decking and garden would be located. This plan will be submitted to the Benzie County Building Department to seek their approval in the context of local zoning requirements, and it will be presented to you so that the appropriate committees at Crystal Downs can pass judgment.

Our current timeline is aimed at spending this coming winter working out all of the details of this project, with the goal of obtaining approvals (including yours), soliciting construction bids, and lining up financial donors by the end of next summer. Construction could then be completed by the 2002 summer season.

In summary, I'm hopeful that CDCC approval will be forthcoming, based upon the following considerations:

- The addition of a shade porch and the decking of the cement launch ramp and flagpole garden would improve the facilities available to all beach users, including CDCC members who are not also CLYC members.
- Most of the value of construction would be on CLYC land, because decking is relatively inexpensive (for example, we have an estimate of \$3,500 for the deck to cover the launch ramp). Thus, the project should have minimal, if any, impact on CDCC property taxes.
- The flagpole deck would be unlikely to present a liability issue, since it would not add any potential dangers to the beach front.
- This proposal is consistent with a long history of cooperation between our clubs aimed at improving our jointly used "Swimming Harbor."

In closing, I cannot resist once again quoting my grandfather, Ivan: "We believe, inasmuch as the memberships of both organizations overlap to a great degree, that this would be an excellent site, advantageous to both clubs. We plan to have an architect design the building, which would insure an attractive and useful addition to the harbor, and make it far more important in the summer life of the members of the Country Club than it is now."

It strikes me that the passage of 60 years hasn't much changed this sentiment. I'm hopeful you will agree.

Best regards --



1948 Sale of Land: CDCC to CLYC

Crystal Downs Country Club
TO
Crystal Lake Yacht Club

WARRANTY DEED
Rec'd. January 26, 1949 at 8.01 a.m.
Walter L. Nevins, Register

THIS INSTRUMENT, Made this third day of November, A.D. 1948, between CRYSTAL DOWNS COUNTRY CLUB a corporation, of Frankfort, Michigan, party of the first part, and, CRYSTAL LAKE YACHT CLUB, a corporation, of Frankfort, Michigan, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one dollar and other good and valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to its successors and assigns, all that certain piece or parcel of land situate and being in the Township of Lake in the County of Benzie and State of Michigan, and described as follows, to-wit:

The South (S) sixty (60) feet wide of Government Lot Two (2), Section Four (4), Township Twenty Six (26) North, Range Sixteen (16) West, Lying East of State Highway M-22,

Together with the beach adjacent and all riparian rights pertaining thereto, and also together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances unto the said party of the second part, and to its successors and assigns, Forever; and the said party of the first part does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the above granted premises in fee simple and that they are free from all encumbrances whatever and that it will and its successors and assigns will Warrant and Defend the same against all lawful claims whatsoever.

U S I R.
1-25-49

STATE OF MICHIGAN } ss. Benzie, Michigan, 11/27/1948
COUNTY OF BENZIE }
I hereby certify that there are no tax liens or titles held by the state on land described hereon, and that there are no tax liens or titles held by individuals on said lands for the two years preceding the date of this instrument, as shown by the records of this office. This certificate does not apply to taxes, liens, or in the process of collection, by township, city or village, collecting officers. (Gen. L. A. 204, 1947, as amended) J. H. Hagan, County Treasurer.

There is hereby reserved unto Crystal Downs Country Club, its members, successors and assigns, the use, in common, with the Crystal Lake Yacht Club, its members, successors and assigns, of the beach, road and parking area located on said premises, and the use of the dressing rooms and toilet facilities located in the Crystal Lake Yacht Club house on said premises.

There is hereby granted unto Crystal Lake Yacht Club, its members, successors and assigns, the use, in common, with the Crystal Downs Country Club, its members, successors and assigns, of such portion of the road above mentioned and of the parking area above mentioned, as may be now located on premises of Crystal Downs Country Club immediately to the north of the premises hereby conveyed.

In witness whereof the said Crystal Downs Country Club has caused these presents to be signed in its name by its president and secretary and sealed with its corporate seal, the day and year first above written.

Signed, Sealed and Delivered
in Presence of:

G. W. Seabury
G. W. Seabury

(CORPORATE SEAL)

L. D. Rose
L. D. Rose

CRYSTAL DOWNS COUNTRY CLUB, a corporation,

By George W. Pearson
George W. Pearson, President

Edward C. Kilian
Edward C. Kilian, Secretary

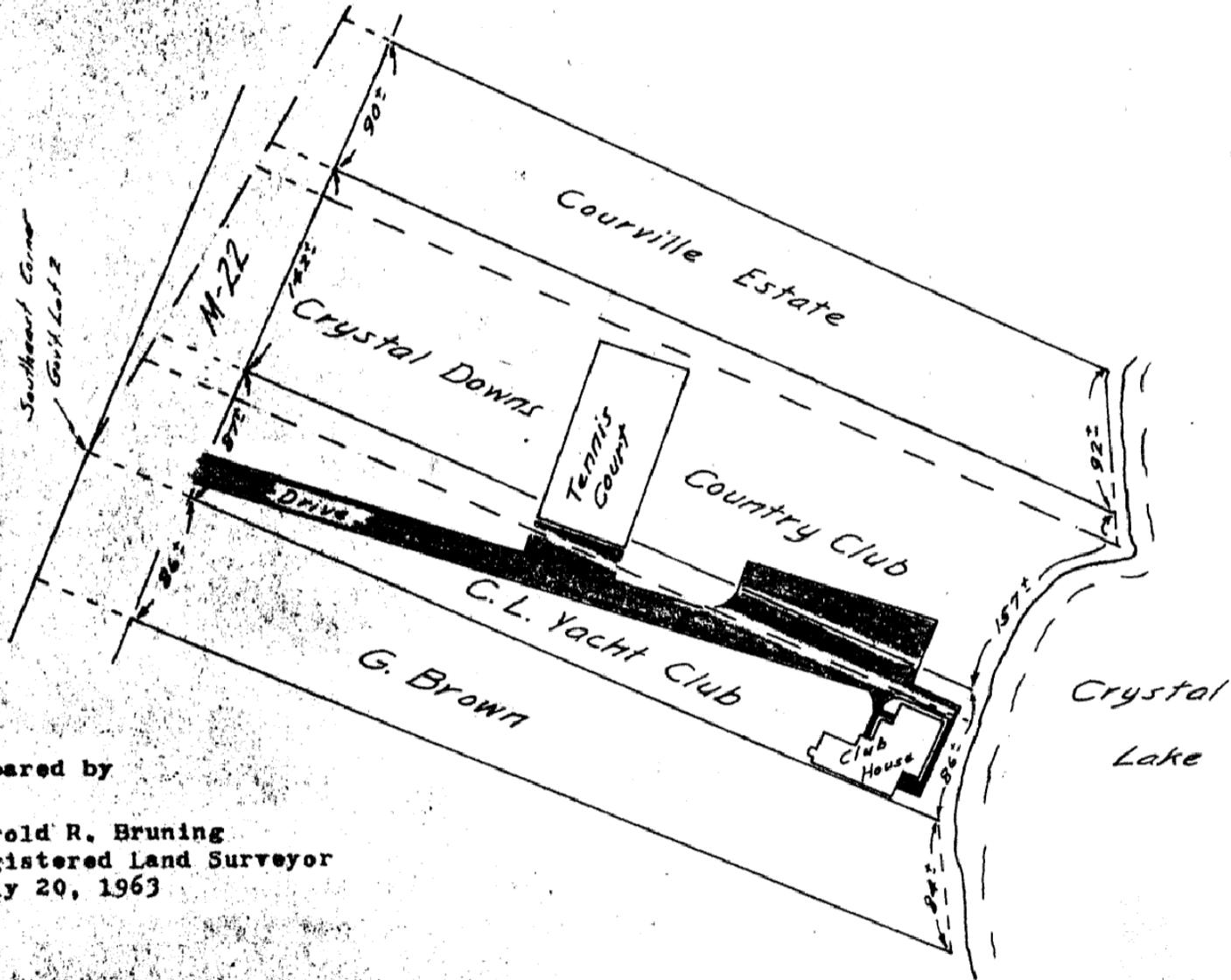
STATE OF MICHIGAN }
COUNTY OF BENZIE } ss.

On this third day of November, A.D., 1948, before me, a notary public in and for said County, personally appeared George W. Pearson and Edward C. Kilian, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the president and secretary of Crystal Downs Country Club, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said George W. Pearson and Edward C. Kilian acknowledged said instrument to be the free act and deed of said corporation.

Leon D. Rose
Leon D. Rose
Comm. expires: 5-12-51

Location of Driveway and Tennis Court

SKETCH SHOWING RELATIONSHIP OF COURVILLE ESTATE,
CRYSTAL DOWNS COUNTRY CLUB, CRYSTAL LAKE YACHT
CLUB, & G. BROWN PROPERTIES AND PROPOSED TRANSFERS.
GOV'T. LOT 2, SECTION 4, T26N, R16W



Prepared by

Harold R. Bruning
Registered Land Surveyor
July 20, 1963