

**MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
Thursday, July 26, 2018  
7:30 p.m.**

**Call to Order**

**Pledge of Allegiance**

**Members Present/Members Absent**

**Call to the Public**

- 1.) Approval of Agenda**
- 2.) Consent Agenda**
  - a.) Approval of July 12, 2018 Regular Meeting Minutes**
  - b.) Complaint #56-17; 2035 Norton Road**
  - c.) July 18, 2018 MHOG Agenda/Minutes**
  - d.) July 18, 2018 HAFA Agenda/Minutes**
  - e.) July 17, 2018 HAPRA Minutes**
- 3.) Cemetery and Parks General Ordinances**
- 4.) Ordinance Conflicts**
- 5.) Capital Improvement Plan-Communications at the Township Pump Stations**
- 6.) Crystalwood Roads**

**Correspondence and Updates**

**Call to the Public  
Adjournment**

MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
JULY 12, 2018

DRAFT

**MEMBERS PRESENT:** Les Andersen, Greg Durbin, Dan Lowe, Scott Lloyd, Bob Hanvey, Tammy Beal, and Duane Stokes

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** John Enos, Carlisle Wortman  
Dave Hamann, Zoning Administrator

\*\*\*\*\*

**CALL TO ORDER**

Bob Hanvey called the meeting to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE**

**BOARD MEMBERS PRESENT**

The board members introduced themselves.

**CALL TO THE PUBLIC**

No response.

**APPROVAL OF AGENDA**

Items #9—Livingston County Catholic Charities and #10—Discussion on Closed Sessions were added to the agenda. Les Andersen motioned to approve the agenda as amended. Tammy Beal seconded. **Motion carried.**

**CONSENT AGENDA**

Greg Durbin motioned to approve the consent agenda. Duane Stokes seconded. **Motion carried.**

**JOHNS ENOS LANDSCAPE DISCUSSION**

Les Andersen asked John Enos if it would be appropriate for the township to provide documentation to those wishing to divide parcels and/or build accessory structures of what is allowed and not allowed in the zoning district. Mr. Enos said that could be beneficial. He also said that any changes would apply going forward; these changes would not apply to existing uses, they would be considered legally non-conforming.

Mr. Enos asked for any photos of the township that could be used in the master plan.

The Planning Commission has reviewed the three recommended changes. The board members discussed changing the number of employees from three to two for Home Occupation Class II. Dan Lowe said he would never agree to the use requirements in that section; Mr. Enos said it's meant for businesses. Mr. Enos also said that enforcement should be complaint driven. In the "Step 1" section, Greg Durbin asked about an operation selling items not grown on the property; Mr. Enos said the word "exclusively" could be changed to "primarily."

Mr. Enos said he will make changes to "Step 1" and "Step 2" for review; he will further discuss "Step 3" with the Planning Commission.

**7 3 1 8 0**  
**WATER NEW USER BUDGET**

Les Andersen motioned to adopt a resolution to approve the Water New User budget for FY 7/2018-6/2019 by activity, with income of \$64,241 and expense of \$29,933.44, as presented. Tammy Beal seconded. Roll call vote: Lowe, Lloyd, Beal, Hanvey, Durbin, Andersen, Stokes—all yes. **Resolution passed 7-0.**

**CAPITAL IMPROVEMENT PLAN**

Dave Hamann said the creation of the capital improvement plan is mandatory, and the board has exempted the Planning Commission from the process. Dave and Bob will start the process and align the plan with the budget.

**SEWER LEAD INSPECTIONS**

An email from Mike Luce was included in the packet. Bob Hanvey will schedule a meeting with Dan Drew, Greg Tatara, representatives from the City of Howell, and Dan Lowe to discuss the process.

**CRYSTALWOOD ROADS**

Dan Lowe would like to read the consent judgement; Bob Hanvey said he will get copies to the board members the first of next week. He also has a copy of the bid available for review. He'll have the dates changed in the agreement and present it at the next board meeting. Dan Lowe would also like to know what the time frame is for completion.

**COON LAKE ROAD LCRC INVOICES**

Les Andersen motioned to approve the LCRC invoice for Coon Lake Road (west) in the amount of \$249,192.69, as presented. Duane Stokes seconded. Roll call vote: Durbin, Stokes, Hanvey, Lloyd, Beal, Andersen, Lowe—all yes. **Motion carried 7-0.**

Greg Durbin motioned to approve the LCRC invoice for Coon Lake Road (east) in the amount of \$96,524.58, as presented. Roll call vote: Beal, Andersen, Stokes, Durbin, Lowe, Hanvey, Lloyd—all yes. **Motion carried 7-0.**

**LIVINGSTON COUNTY CATHOLIC CHARITIES**

Tammy Beal motioned to allow Livingston County Catholic Charities the use of the basement from 11/19/18 through 12/14/18. Greg Durbin seconded. **Motion carried.**

**DISCUSSION RE: CLOSED SESSIONS**

Les Andersen said he feels the board needs to meet in a closed session with the attorney as soon as possible.

**CORRESPONDENCE/UPDATES**

The monthly update from the Livingston County Commissioners is included in the packet. Claire Stevens has been appointed to the Livingston County Planning Commission; it's been determined that she can serve on the planning commission at the township and county level at the same time.

The Master Plan survey is available on the township website and at the township hall. Thirty-one responses have been received; John Enos expects the collection of survey responses to take 1-2 months.

Dave Hamann said he has a site visit scheduled for Monday morning to the property on Norton Road. He will update the board at the next meeting.

**CALL TO THE PUBLIC**

Cheryl Range thanked Scott Lloyd for helping a neighbor by building an access ramp to the house.

Doug Reed, who owns 80 acres on Hinchey, said the classification of his property, which is 30% swamp, 30% woodland, 20% tillable, was changed from ag to residential. The assessor is currently working on ag property, and the township hopes to have an information session for ag property owners in the fall.

**ADJOURNMENT**

Les Andersen motioned to adjourn at 9:25 pm. Duane Stokes seconded. **Motion carried.**

Submitted by: S. Longstreet

\_\_\_\_\_  
Tammy L. Beal, Township Clerk      Date

\_\_\_\_\_  
Robert W. Hanvey, Township Supervisor      Date

Request for Zoning Administrator, **Dave Hamann**, to be present at  
the Board of Trustee meeting on 7-26-2018.

Date

Requested by Robert W. Jarvey.

Signature

**MARION TOWNSHIP**  
**2877 W. COON LAKE ROAD**  
**HOWELL, MI 48843**  
**Phone 517-546-1588**  
**Fax 517-546-6622**

***TRANSMITTAL***

**TO:** Board of Trustees

**DATE** July 18, 2018

**PROJECT** **Complaint #56-17**  
Final site visit to 2035 Norton Rd  
Owner Matthew Breijak

**VIA** Hand Delivery

WE ARE SENDING:  Herewith  Under Separate Cover

**THE FOLLOWING:**

- o Complaint #56-17 for violation of Section 6.23 Maintenance of Junk. A site visit on Monday July 16, 2018 showed all vehicles visible to be licensed, and boat trailer is licensed as well as a trailer with a red car under a tarp. Pool has been removed and all other things around the house are not considered under Section 6.23. Photos are on file in the violation folder.

FOR YOUR:  approval/ denial  as requested  
 other  review & comment

**REMARKS:**

Let me know if you have any questions otherwise I would like to close this Complaint.

FROM: Dave Hamann, Zoning Administrator

Copy: file

## **MHOG Water Authority Meeting**

**July 18, 2018**

**5:00 PM at Oceola Township Hall**

### **AGENDA**

- 1. Approval of the Minutes of June 20, 2018**
- 2. Call to Public**
- 3. Reports**
  - Staff Reports: Greg Tatara and Tesha Humphriss**
  - Treasurer (Robin Hunt)**
  - Engineer (Gary Markstrom)**
  - CPA (Ken Palka)**
- 4. New Business**
  - Correspondence**
- 5. Old Business**
- 6. Adjournment**

### MHOG Water Authority Meeting MINUTES

The Marion, Howell, Oceola, Genoa Water Authority met on June 20, 2018 at 5:00 PM at the Oceola Township Hall. Members present were Bamber, Coddington, Rogers, Howard, Hanvey, Schuhmacher, Hunt and Lowe.

---

The meeting was called to order by Chairman Hanvey.

A motion was made by Schumacher to approve the minutes of the May 16, 2018 meeting. The motion was seconded by Rogers and carried.

A call to the public was held.

A motion was made by Rogers to authorize \$12,335.00 for Scadia UIS for an upgrade in parts from Replacement Reserves for the wells. The motion was seconded by Schuhmacher and carried.

A motion was made by Bamber to approve expenditures of \$169,612.98 from the M.H.O.G. Operating Fund represented by checks numbered 7646 thru 7703 and for direct deposit debits 380 thru 387. The motion was seconded by Coddington and carried.

A motion was made by Schuhmacher to approve an expenditure of \$4,365.00 from the M.H.O.G. Capital Reserve Replacement Fund represented by checks numbered 1049-1051. The motion was seconded by Howard and carried.

A motion was made by Rogers to approve an expenditure of \$18,933.62 from the Capital Reserve Improvement Fund represented by checks numbered 1113-1116. The motion was seconded by Schuhmacher and carried.

A motion was made by Howard to adjourn. The motion was seconded by Hunt and carried.

William J. Bamber, Secretary



## HOWELL AREA FIRE AUTHORITY MEETING

Oceola Township Hall

1577 N. Latson Rd. – Howell, MI

July 18, 2018 – 6:00 PM

Authority Board  
Members and Other  
Officials:

Bill Bamber  
Oceola Township  
*Chairman*

Mike Coddington  
Howell Township  
*Vice Chairman*

Mark Fosdick  
Cohoctah Township  
*Secretary*

Robert Hanvey  
Marion Township  
*Member*

Nick Proctor  
City of Howell  
*Treasurer*

Andy Pless  
*Fire Chief*

Laura Walker  
*Asst. Sec/Treasurer*

1. Meeting called to order at 6:00 pm.
2. Pledge of Allegiance (all stand)
3. Approve minutes of the regular meeting of June 20, 2018
4. Call to Public (items not on agenda)
5. Discussion/Approval: Annual Election of Board Officers Positions.
6. Chief's Comments:
  - a. Fire Marshall obtained a donation of a Hazmat Trailer and Truck for the Howell Area Fire Authority, which will be utilized by the Livingston County SRT.
7. Approve payment of bills and payroll in the amount of \$206,335.40
8. New Business
9. Old Business
  - a. Update on Main Station building addition status
  - b. Update on Ladder Truck
10. Adjourn

### WELCOME!

Visitors are invited to attend all meetings of the Howell Area Fire Authority Board.

If you wish to address the Board you will be recognized by the Chairman.

## HOWELL AREA FIRE AUTHORITY

June 20, 2018 – 6:00 pm

Oceola Township Hall – 1577 N. Latson Rd. Howell, MI 48843

---

**Present:** Chairman Bill Bamber, Vice Chairman Mike Coddington, Secretary Mark Fosdick, Treasurer Nick Proctor, Member Bob Hanvey, Fire Chief Andy Pless, Asst. Sec/Treas. Laura Walker, Attorney Kevin Gentry

Chairman Bill Bamber called the meeting to order at 6:00 pm

**Approve the minutes of the regular meeting of May 16, 2018:** MOTION by Mr. Proctor, SUPPORT by Mr. Coddington to approve the minutes of the regular meeting of May 16, 2018. MOTION CARRIED UNANIMOUSLY.

**Call to Public:** No Response

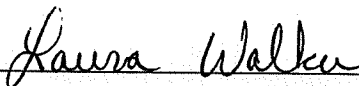
**Discussion/Approval Send out RFP for replacement of Engine 23:** MOTION by Mr. Fosdick, SUPPORT by Mr. Proctor to send out RFP for replacement of Engine 23. MOTION CARRIED UNANIMOUSLY.

**Discussion/Approval to authorize 2% salary increase for Chief Pless:** MOTION by Mr. Bamber, SUPPORT by Mr. Hanvey to authorize 2% salary increase for Chief Pless as recommended by the Personnel Committee. MOTION CARRIED UNANIMOUSLY.

**Approve Payment of Bills and Payroll:** MOTION by Mr. Coddington, SUPPORT by Mr. Proctor to authorize payment of bills and payroll in the amount of \$305,773.35. MOTION CARRIED UNANIMOUSLY.

**Adjourn:** MOTION by Mr. Proctor, SUPPORT by Mr. Hanvey to adjourn the meeting at 6:12pm. MOTION CARRIED UNANIMOUSLY.

Respectfully Submitted:

  
\_\_\_\_\_  
Laura Walker, Asst. Secretary/Treasurer

Approved By: \_\_\_\_\_

Mark Fosdick, Secretary

---

---

## MONTHLY UPDATE TO THE BOARD

---

---

**TO:** HOWELL AREA FIRE AUTHORITY BOARD OF DIRECTORS  
**FROM:** ANDREW PLESS, FIRE CHIEF  
**SUBJECT:** MONTHLY HAFD REPORT FOR JUNE, 2018  
**DATE:** JULY 10, 2018

---

During the month of June the HAFD responded to a total of 111 calls for service. There were 133 calls in June of 2017. The total year-to-date runs for 2018 was 697. Last year's total at the end of June was 821.

Some of the more significant events for the month included:

The Howell Firefighters again this year participated in the annual Chamber of Commerce Balloon Festival. Firefighters staffed the festival during the peak hours, Balloon Launches, Fireworks, and the Carnival in the evenings.

On Sunday June 24<sup>th</sup> during an Official Balloon event, after dropping the bean bag on Page Field, a balloonist experienced a problem and came into contact with primary wires alongside Roosevelt Street causing the balloon to burn. The Pilot made an emergency landing in Thompson Lake near the boat launch. Fire Department personnel responded to rescue the pilot and manage the electrical hazard. Local fishermen and residents on the lake brought the pilot and balloon to shore. The pilot was uninjured in the event and the scene was turned over to the FAA for investigation.

On June 29<sup>th</sup> Engines from Ocoola, Marion and the City responded mutual aid to Brighton Area Fire on a fully involved structure fire in the 2400 block of Chilson Rd. in Genoa Township. On arrival the home was engulfed in flames. Howell Firefighters assisted Brighton with extinguishment and water supply. The home was a total loss. Cause of the fire is under investigation.

The week of July 9<sup>th</sup> the Fire Chief will be attending the Michigan Fire Chiefs conference in Boyne City.

Training for the month of June consisted of Annual Balloon refresher training with local balloon pilots, Aircraft Rescue and Surface water rescue practical exercises.

The Ladder truck was picked up by Apollo Fire to repair a few minor leaks and issues remaining from the refurbish job completed last month. It is expected to be gone for 2 weeks.

Building construction is well under way on the Addition to the Main Fire Station and is on schedule to be completed in early October.

**The next meeting of the Howell Area Fire Authority Board is scheduled for Wednesday July 18<sup>th</sup>, 2018 at 6:00 pm.**

---

# HOWELL AREA FIRE DEPARTMENT FIRE MARSHAL DIVISION

1211 W. Grand River  
Howell, MI 48843  
517-546-0560  
FAX: 517-546-6011  
[firemarshal@howellfire.net](mailto:firemarshal@howellfire.net)

**DATE:** July 12, 2018  
**TO:** Chief Pless  
Fire Authority Board  
**FROM:** Jamil Czubenko, Battalion Chief/Fire Marshal  
**REF:** June 2018 Month End

The month of June 2018 was busy in the Fire Marshal Division.

The FMD participated in emergency responses and department training throughout the month.

Several Food Truck/Trailer events are being planned throughout our jurisdiction, where the FMD will be performing fire safety inspections. This is our second year for Mobile Food Vendors (MFV) to apply to the HAFD and then be inspected for compliance. The Howell DDA and the Tanger Outlets have been very active with these events.

The FMD has been involved with buyers and sellers of property for vacant property and existing buildings throughout our jurisdiction. A few proposals for projects have been submitted for review and comment.

The 34<sup>th</sup> Annual Balloonfest was June 22-24. The Fire Department was active throughout the event and had a presence at the Balloonfest this year. The Balloonfest was on the Howell High School Campus. We conducted fire safety inspections of all food vendors and the carnival before the start of the event. We were also involved with the Fireworks display for Friday night entertainment. The FMD worked with Night Magic Fireworks before, during and after the show. The event was successful and went without incident.

Planning and meetings continue for the Howell Melonfest. The 58<sup>th</sup> Annual Melonfest will be August 17-19. The HAFD will be active throughout the event for many of the activities going on.

To date 533 kids and 785 adults have made public education contact with the HAFD, totaling approximately 56 personnel hours.

The HAFD visited 2 homes and installed a total of 1 smoke detectors, 0 CO/Smoke detectors and replaced batteries in 0 detectors. To date, 90 working smoke detectors plus the 39 smokes and 11 CO/Smoke detectors we've installed.

29 new inspections including Mobile Food Vendors and 12 re-inspections were completed. 33 plan reviews/consultations and 1 fire safety test was also completed.

July 2018 brings us more planning for future projects and various fire prevention events.

---

# STATION RESPONSES

June 2018

<b>STA. 20 - Main Station</b>			<b>STA. 22 - Oceola Twp.</b>	
Oceola Twp.	2		Oceola Twp.	16
Cohoctah Twp.	3		Cohoctah Twp.	1
Howell Twp.	24		Howell Twp.	1
Marion Twp.	3		Marion Twp.	0
City of Howell	51		City of Howell	2
Mutual Aid	2		Mutual Aid	3
<b>TOTAL:</b>	<b>85</b>		<b>TOTAL:</b>	<b>23</b>
<b>STA. 23 - Marion Twp.</b>			<b>STA. 24 - Cohoctah Twp.</b>	
Oceola Twp.	0		Oceola Twp.	1
Cohoctah Twp.	0		Cohoctah Twp.	8
Howell Twp.	1		Howell Twp.	3
Marion Twp.	4		Marion Twp.	0
City of Howell	2		City of Howell	2
Mutual Aid	3		Mutual Aid	1
<b>TOTAL:</b>	<b>10</b>		<b>TOTAL:</b>	<b>15</b>

MARION TWP

Howell Area FD

Incident List by Alarm Date/Time

Alarm Date Between {06/01/2018} And {06/30/2018}  
and Township = "MTP "

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
18-0000592-000	06/01/2018	22:42:31	3675 PINGREE RD	311 Medical assist, assist EMS c
18-0000593-000	06/02/2018	16:26:32	3872 MASON RD	631 Authorized controlled burnin
18-0000615-000	06/08/2018	16:54:08	W I96 & PINCKNEY RD	600 Good intent call, Other
18-0000626-000	06/12/2018	19:03:40	4330 RURIK DR	745 Alarm system activation, no
18-0000635-000	06/15/2018	01:53:27	PINCKNEY RD & BRIGHTON RD	561 Unauthorized burning
18-0000647-000	06/17/2018	20:59:44	NORTON RD & AMOS RD	322 Motor vehicle accident with
18-0000685-000	06/28/2018	13:50:31	4218 EMILY CT	311 Medical assist, assist EMS c

Total Incident Count 7



## Howell Area Parks & Recreation Authority

Bennett Recreation Center

Board Meeting Minutes

July 17, 2018

### Call to Order

Chairperson Sean Dunleavy called the meeting to order at 7:00 PM.

### Attendance:

Chairman Sean Dunleavy, Vice Chairperson Diana Lowe, Secretary Tammy Beal, Trustee Jean Graham, Treasurer Bob Ellis

### Absent:

None

### Staff:

Director Tim Church, Kyle Tokan, Nicole Kamienski, Kevin Troshak, Alexis Johnson, Chris Techetin

### Public:

None

### Pledge of Allegiance

### Approval of Agenda

Motion by Bob Ellis to approve the agenda, supported by Diana Lowe. **Motion carried 5-0.**

### Approval of the Regular Meeting minutes from June 19, 2018

Motion by Bob Ellis to approve the minutes from the June 19, 2018 Regular meeting. Supported by Jean Graham. **Motion carried 5-0.**

### Call to the Public

None heard

### Staff Comments

So far so good.

### Resolution #18-02-Deficit Elimination Plan

Motion by Bob Ellis to adopt Resolution #18-02-Deficit Elimination Plan as presented and attach to the minutes. Supported by Diana Lowe. Roll call vote-Graham, Ellis, Lowe, Beal and Dunleavy-all yes. Nays-none.

**Resolution passed 5-0.**

### **Resolution 2018 Liquor License**

Requesting a liquor license for Melon Festival. It will be for beer and wine on State Street with Eternity Brewing and Aberrant Ales supplying the beer and Main Street Winery supplying the wine. There will be no Sunday sales. Bob Ellis motioned to adopt a Resolution to apply for the liquor license, Jean Gram supported it. Roll call vote-Graham, Ellis, Lowe, Beal, Dunleavy-all yes. Nays-none. **Resolution passed 5-0.**

### **Aquatic Center Agreement**

Director Church and Chairman Dunleavy meet with the school representatives (McGregor, Terris and Glenna). They told them that we needed a different kind of contract or we wouldn't be staying. They offered a 60 extension to continue with this agreement. Bob Ellis motioned to decline the current contract 60 day extension and to prepare an agreement that will be a straight management plan not an incentive plan. Supported by Diana Low. **Motion carried 5-0.**

### **SEL CRA**

Director Church explained that SELCRA lost another Director. He approached them to see what we could do to help support them and their programs. They sold their fall soccer program to Legacy and don't have a lot left. They do however still have an archery program. Director Church and Chairman Dunleavy will reach out to them and start conversation to see if there is an interest in combining forces.

### **Check Register and Bank Statements ending June 30, 2018**

No comments.

### **Financial Report ending June 30, 2018**

Treasurer Ellis stated that financial report looks good. The revenue was \$24,000 more than projected and \$28,000 less expenses than expected. Therefore we are \$52,000 better than our targeted amount.

### **Directors Report**

- a.) Aquathon had 100 participants, that's 15 more than last year. We had a phenomenal experience with the new timing company. Phones were used to check in with, this program will also be used during the melon run. Participants will get an e-mail with their finish time after the race.
- b.) Summer Camp is going well. The teen camp has a different theme each week. It costs \$25 to sign up at the beginning of the summer and that reserves your spot, then the fee is \$5 per day and teens can drop in any day.
- c.) Melon Fest is going good. The run has 140 more signed up than last year's run already. We still need festival volunteers. DDA will not be doing the merchant's breakfast on Friday morning this year.
- d.) 2<sup>nd</sup> Quarter participation count is good, the growth is going well.

### **Old Business**

None

### **New Business**

None

### **Next Meeting**

HAPRA  
Regular Meeting  
July 17, 2018



The next regular meeting is Tuesday, August 14, 2018 at 7:00 pm at Bennett Center.

Motion to adjourn at 7:59 p.m. by Bob Ellis, supported by Diana Lowe. **Motion carried 5-0.**

---

Approved

---

Date

Respectively Submitted by: Tammy L. Beal, Secretary

1ST QUARTER INVESTMENT INTEREST EARNED REPORT FY2018

General Fund  
#003

	July	Aug	Sept
First National Bank Sav #599	\$ 67.40	\$ 67.42	\$ 65.25
The State Bank #33737			
Flagstar Bank 00427853054	\$ 40.23	\$ 41.59	\$ 41.61
PNC Bank 22013294148	\$ 2.14	\$ 2.13	\$ 2.06
First National Bank Land Acqui.#342	\$	\$ 20.18	\$ 19.52
Key Bank 229683001700			
Monthly Totals	\$ 109.77	\$ 131.32	\$ 128.44

Water Fund  
#003

First National Water CD12 23 M 0024	\$ 170.34
CIBC	

Monthly Totals \$ 170.34 \$ - \$ -

Sewer Fund  
#002

TCF #1443842072  
Chemical Bank (Talmer) #502038707

Monthly Totals \$ - \$ - \$ -

#004

Grand Total \$ 280.11 \$ 131.32 \$ 128.44

July 2017 to June 2018 Total

\$ 9,325.07

1st Quarter Total (July-Sep) \$539.87

INVESTMENT INTEREST EARNED REPORT FY2018

2ND QUARTER

General Fund #003	Oct	Nov	Dec
First National Bank Sav #599	\$ 67.44	\$ 65.29	\$ 67.47
The State Bank #33737			
Flagstar Bank 00427853054	\$ 40.28	\$ 41.64	\$ 40.31
PNC Bank 22013294148	\$ 2.14	\$ 2.06	\$ 2.13
First National Bank Land Acqui.#342	\$ 20.18	\$ 19.52	\$ 20.18
Key Bank 229683001700			
Monthly Totals	\$ 130.04	\$ 128.51	\$ 130.09

Water Fund #003			
First National Water CD12 23 M 0024	\$ 172.35		
CIBC			
Monthly Totals	\$ 172.35	\$ -	\$ -

Sewer Fund #002			
TCF #1443842072			
Chemical Bank (Talmer) #502038707			
Monthly Totals	\$ -	\$ -	\$ -

#004			
Grand Total	\$ 302.39	\$ 128.51	\$ 130.09

July 2017 to June 2018 Total \$ 9,325.07  
 2nd Quarter Total (Oct-Dec) \$560.99

3RD QUARTER INVESTMENT INTEREST EARNED REPORT FY2018

General Fund	Jan	Feb	March
#003			
First National Bank Sav #599	\$ 67.48	\$ 60.97	\$ 67.52
The State Bank #33737			
Flagstar Bank 00427853054	\$ 41.67	\$ 41.68	\$ 37.67
PNC Bank 22013294148	\$ 2.14	\$ 1.92	\$ 2.14
First National Bank Land Acqui.#342	\$ 20.18	\$ 18.23	\$ 20.19
Key Bank 229683001700			
Monthly Totals	\$ 131.47	\$ 122.80	\$ 127.52
Water Fund			
#003			
First National Water CD12 23 M 0024	\$ 172.51	\$	\$ 56.84
CIBC			
Monthly Totals	\$ 172.51	\$ -	\$ 56.84
Sewer Fund			
#002			
TCF #1443842072			
Chemical Bank (Talmer) #502038707			
Monthly Totals	\$ -	\$ -	\$ -
#004			
Grand Total	\$ 303.98	\$ 122.80	\$ 184.36

July 2017 to June 2018 Total \$ 9,325.07  
 3rd Quarter Total (Jan-Mar) \$611.14

4TH QUARTER INVESTMENT INTEREST EARNED REPORT FY2018

General Fund  
#003

	April	May	June	NOTES
First National Bank Sav #599	\$	65.35 \$	67.96 \$	65.44
The State Bank #33737				
Flagstar Bank 00427853054	\$	41.71 \$	39.04 \$	1,537.82 RENEWED 6/28/18 @1.75% for 3 MONTHS
PNC Bank 22013294148	\$	2.06 \$	2.13 \$	129.28 RENEWED 5/9/18 @1.35% for 12 MONTHS
First National Bank Land Acqui.#342	\$	19.53 \$	20.19 \$	2.07
Key Bank 229683001700				19.54
Monthly Totals	\$	128.65 \$	129.32 \$	1,754.15

Water Fund  
#003

First National Water CD12 23 M 0024  
CIBC

CLOSED 3/13/18 TRANSFER CIBC  
OPEN 3/13/18 \$195,775.66 @1.85% for 6 MONTHS

Monthly Totals \$ - \$ - \$ -

Sewer Fund  
#002

TCF #1443842072  
Chemical Bank (Talmer) #502038707

RENEWED 5/16/18 @2.15% FOR 6 MONTHS  
2,891.03 RENEWED 6/23/18 @2.20% FOR 6 MONTHS

Monthly Totals \$ - \$ 2,709.92 \$ 2,891.03

#004

Grand Total \$ 128.65 \$ 2,839.24 \$ 4,645.18

July 2017 to June 2018 Total \$ 9,325.07  
4th Quarter Total (Apr-Jul) \$7613.07  
Ref: 6-30-18

MEMO

To: Marion Township Board  
From: Bob Hanvey  
Date: July 26, 2018  
Subject: Cemetery and Parks General Ordinances

Below are two motions made by the Township Planning Commission suggestion that the Township Board consider adding language about behavior to the Cemetery and Parks General Ordinances.

The ordinances are attached for reference.

**GENERAL ORDINANCE: PROPOSED #05-17 CHANGE CEMETERY & CHANGE PARKS AND RECREATION**

Cheryl Range thinks that we need to add language to the Cemetery ordinance regarding inappropriate behavior and mis-conduct. Cheryl motioned to have the Township Board consider adding “vandalism, inappropriate behavior, mis-conduct, public indecency or morality is prohibited” to the Cemetery ordinance. Bob Hanvey seconded. *Motion carried*

Cheryl also made a motion to have the Township Board consider adding “vandalism, inappropriate behavior, mis-conduct, public indecency or morality is prohibited” to the Parks and Recreation ordinance as well. Bob Hanvey seconded. *Motion carried*

**TOWNSHIP OF MARION  
LIVINGSTON COUNTY, MICHIGAN**

**CEMETERY ORDINANCE  
Ordinance No. 06-01**

An ordinance enacted pursuant to the authority of Act 246 of the Public Acts of 1945 as amended and Act 191 of the Public Acts of 1939.

An ordinance to protect the public health, safety and general welfare by establishing regulations relating to the operation, control and management of cemeteries owned by the Township of Marion, Livingston County, Michigan; to provide penalties for the violation of said ordinance; and to repeal all ordinances or parts of ordinance in conflict therewith.

**The Township of Marion, County of Livingston, State of Michigan ordains:**

**Section 1: Title**

This ordinance shall be known and cited as the Marion Township Cemetery Ordinance.

**Section 2: Definitions of a Burial Space**

- A. A cemetery grave shall consist of one burial space.
- B. An individual burial space shall consist of a land area four feet wide and nine feet in length.

**Section 3: Purchase Price and Transfer Fees Sale of Burial Spaces**

- A. The cost of a burial space shall be \$500 for a Marion Township resident and \$1000 for a non-resident, payable to the township treasurer.
- B. All such sales shall be made on a form approved by the Township Board and executed by the township clerk, which grants a right of burial only and does not convey any other title to the burial space sold.
- C. A cemetery burial space(s) shall be sold for the purpose of the burial of the purchaser, next of kin, or heirs at law. No sale shall be made to funeral directors or others than as heretofore set forth. The Township Clerk is granted the authority to vary the restrictions on sales where the purchaser has disclosed sufficient personal reason for burial within the township through previous residence in the township or relationship to persons interred therein.
- D. The original purchaser(s) of a cemetery burial space may transfer burial rights to any resident within the township through the endorsement of the original burial permit issued by the Township Clerk. There will be a \$100 transfer fee per burial space payable to the township. If transferred to a non-resident, there will be a \$500 non-resident per burial space fee in addition to the \$100 transfer fee.
- E. Fees collected will go to the Township's Cemetery Fund to cover maintenance expenses of the Township's cemeteries. The Township Board by resolution may periodically alter fees to accommodate increased costs.

#### **Section 4: Grave Opening Procedures**

- A. The opening and closing of any burial space, prior to and following a burial therein, including the interment of ashes, shall be at the current cost to be determined by the Township Sexton and Funeral Director. No burial space shall be opened or closed except under the direction and control of the Township Sexton.

#### **Section 5: Markers and Memorials**

- A. All markers or memorials must be of stone or other equally durable composition.
- B. Only one monument, marker or memorial shall be permitted per burial space and must be contained within the four foot by nine-foot plot. Requests for permanent statues, benches, fences and second markers are the owner's responsibility and must be brought before the Marion Township Cemetery Preservation Committee and Township Clerk. Each request will be considered fairly.
- C. The footing or foundation upon which any monument, marker or memorial for any grave must be placed on a footing or foundation which shall be constructed under the supervision of the Township Sexton at cost to the owner of the burial right.

#### **Section 6: Interment Regulations**

- A. Only one person may be buried in a burial space except for a parent and one infant (12 months or younger) or two (infant) siblings or four cremains.
- B. Not less than 36-hour notice shall be given in advance to either the Township Clerk or Township Sexton of any funeral to allow for the opening of the burial space.
- C. The appropriate permit for the burial space involved together with appropriate identification of the remains/cremains to be buried therein, where necessary, shall be presented to either the Township Sexton or the Township Clerk prior to interment. Where such permit has been lost or destroyed, the Township Clerk shall be satisfied, from his/her records, that the remains/cremains to be buried in the burial space is an authorized and appropriate one before any interment is commenced or completed.
- D. All burial spaces shall be located in an orderly and neat appearing manner within the confines of the burial space involved.

#### **Section 7: Disinterment or Reinterment**

- A. A permit for disinterment and reinterment is required before disinterment of a dead body. The local health department shall issue the permit upon proper application by a licensed funeral director.
- B. A person shall not disinter or permit the disinterment of a dead body in a cemetery and the body's reinterment in a cemetery or removal from the cemetery unless a disinterment and



reinterment permit is issued by the local health department in the jurisdiction in which the cemetery is located.

- C. The expense of a disinterment and reinterment shall be the responsibility of the requesting party of the disinterment and reinterment. The fee will be set by the Township Sexton.

### **Section 8: Ground Maintenance**

- A. No grading, leveling or excavating upon a burial space shall be allowed without the permission of the Township Sexton or the Township Clerk.
- B. No shrubs or trees of any type shall be planted without the approval of the cemetery Sexton or the Township Clerk. Any of the foregoing items planted without such approval may be removed by the Township Sexton.
- C. The Township Board reserves the right to remove or trim any tree, plant or shrub located within the cemetery in the interest of maintaining proper appearance and the use of the cemetery.
- D. Any landscaping which hinders the free use of lawn mower or other gardening apparatus are prohibited.
- E. All refuse of any kind or nature including, among others, dried flowers, wreaths, papers and flower containers must be removed or deposited in containers located within the cemetery. All winter flowers, etc., must be removed by April 1. Artificial flowers must not be placed before May 1 and shall be removed by October 31.
- F. The Township Sexton or Marion Township Cemetery Preservation Committee shall have the right and authority to remove and dispose of any and all growth, emblems, displays or containers that through decay, deterioration, damage or otherwise become unsightly, a source of litter, or a maintenance problem.
- G. No alcohol beverages, off road vehicles, dogs or horses are permitted within the cemetery.
- H. Surfaces other than earth or sod are prohibited.

### **Section 9: Forfeitures of Vacant Cemetery Burial Spaces**

Cemetery burial spaces sold after the effective date of this ordinance and remaining vacant 40 years from the date of their sale shall automatically revert to the Township upon occurrence of the following events:

- A. Notice shall be sent by the Township Clerk by First Class Mail to the last known address of the last owner of record and that all rights with respect to said lots or spaces will be forfeited if he does not affirmatively indicate in writing to the Township Clerk within 60 days from the date of mailing of the notice his desire to retain said burial rights.
- B. No written response to said notice indicating a desire to retain the cemetery lots or burial spaces in question is received by the Township Clerk from the last owner of record of said lots or spaces or his heirs or legal representative within 60 days from the date of mailing of said notice.

## **Section 10: Repurchase of Lots or Burial Spaces**

The Township may choose to repurchase any cemetery lot or burial space from the owner for the original price paid the Township upon the written request of said owner or his legal heirs or representatives.

## **Section 11: Records**

The Township Clerk shall maintain records concerning all burials, issuance of burial permits, separate and apart from the other records of the Township and the same shall be open to public inspection at all reasonable business hours.

## **Section 12: Vault**

All remains shall be contained within a standard concrete vault installed or constructed in each burial space before interment. Cremains must be interred within a sealed urn or container.

## **Section 13: Cemetery Hours**

The cemetery shall be open to the general public from dawn to dusk of each day.

## **Section 14: Penalties**

Any person, firm or corporation who violates any of the provisions of the ordinance shall be guilty of a misdemeanor and shall be subject to a fine of a minimum of \$100 and/or imprisonment for up to 90 days in jail as may be determined by a court of competent jurisdiction. Each day that a violation continues to exist shall constitute a separate offense. Any criminal prosecutions hereunder shall not prevent civil proceedings for abatement and termination of the activity complained of.

## **Section 15: Severability**

The provisions of the within ordinance are hereby declared to be severable and should any provision, section or part thereof be declared invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section or part thereof involved in such decisions and shall not affect or invalidate the remainder of such ordinance which shall continue in full force and effect.

## **Section 16: Effective Date**

This ordinance shall take effect thirty days after its publication in the Daily Press and Argus.

Published April 21, 2007 in the Livingston County Daily Press & Argus

**TOWNSHIP OF MARION  
LIVINGSTON COUNTY, MICHIGAN**

**MARION TOWNSHIP PARKS AND RECREATION ORDINANCE**

**Ordinance No. 07-02  
(Adopted 7-26-2007)**

Ordinance enacted pursuant to the authority of Act 156 of 1917 and Act 246 of 1945.

An Ordinance to protect the public health, safety and general welfare of Marion Township residents by establishing regulations relating to the operation, control and management of parks, and recreation areas owned by the Township of Marion, Livingston County, Michigan; to provide penalties for the violation of said ordinance; and to repeal all ordinances or parts of an ordinance in conflict therewith. The Marion Township Board may, at any time, amend these rules and regulations, as needed, in the future.

**The Township of Marion, County of Livingston, State of Michigan ordains:**

**Section 1.0 Title**

This ordinance shall be known and cited as the Marion Township Parks and Recreation Ordinance.

**Section 2.0 Definitions**

- A. Firearms:** Guns of any type, including, but not limited to B-B guns, pellet guns, and starting pistols.
- B. Motor Vehicles:** Any and all kinds or types of motor driven or motor propelled automobiles, trucks, motor cycles, motor scooters, mopeds, snowmobiles, and any kind or type of off-road or all- terrain vehicle.
- C. Litter:** Any refuse, or trash including but not limited to paper, cans, bottles and animal feces.
- D. Pets:** Dogs, or cats under the control or custody of a person.

**Section 3.0 Park Hours**

- A. Park Hours:** Township parks will be open from dawn to dusk. No persons shall remain in the parks during hours when the parks are closed.
- B. Parking:** The parking of any motor vehicle is permitted only in designated parking areas. No parking is permitted along park areas, drives, or near the entrance, or that would hinder access for maintenance or emergency vehicles.

- C. **Closing of Facilities:** The Marion Township Board of Trustees, or the Board's designated representative, may close any park facility, or cease any park activity at any time if deemed unsafe or if the closing would be in the best interest, general well being, and/or if safety of the public is not being served.

#### Section 4.o Prohibited Conducts

No person, firm, or corporation shall commit or allow any of the following conduct in a Township Park or recreation area:

- A. Transport or use of any alcoholic beverages, or illegal drugs in a Township Park or recreation area.
- B. Possess a firearm or weapon in a Township Park or recreation area, unless in compliance with applicable State of Michigan law.
- C. Hunt or trap animals or birds within any portion of a Township Park or recreation area unless in compliance with applicable State of Michigan law.
- D. Possess or use any type of firework(s) or explosives within any portion of a Township Park or recreation area unless in compliance with applicable State of Michigan law.
- E. Light or maintain a fire, on the ground or in a grill, within the Township Park or recreation area.
- F. Suffer or cause any litter to remain in a Township Park or recreation area.
- G. Damage, destroy, or deface any tree, sign, table, bench, marker, or any other equipment or property within a Township Park or recreation area.
- H. Ride or operate any motor vehicles (see Section 2.o Definitions) in any area of the park other than on the driveway and in the parking area. **The exceptions would be a personal battery powered wheel chair, or a 3 or 4 wheel battery powered scooter, when operated by a person with a disability.**
- I. Loiter, beg, or solicit in any manner, or for any reason, within the Township Park or recreation area.
- J. Gather in groups for unlawful purposes. Nor shall any person or group of person be disorderly or annoy, harass, or inflict property damage, or bodily injury upon another person or persons in the Township Park or recreation area.
- K. Allow pets to run unleashed. Nor shall any pet owner leave animal droppings at a Township Park or recreation area.
- L. Engage in any disorderly conduct.

#### Section 5.o Safety

Marion Township Parks exist for the benefit and use of all township residents and their guests. The Township will make every attempt to ensure that reasonable care is taken to make the parks safe. **Residents are advised and informed that their use of all park facilities is at their own risk.**

### **Section 6.o Penalties**

Violation of these general rules and regulations of any specific facility or activity regulation could result in expulsion from the parks and possible prosecution in court, where applicable. Enforcement of this ordinance shall be at the Township's sole discretion.

### **Section 7.o Effective Date**

This ordinance shall take effect 30 days after publication in the Daily Press and Argus.

### **Section 8.o Special Notes**

For future generations, it should be noted that Marion Township Park #1, located East of Triangle Lake Rd., is deed restricted, so that Marion Township can not sell the property. The property is for recreation purposes only, and that if the Marion Township no longer wants to maintain the park, the property could be turned over to the Sundance Meadows Home Owners Association.

Also, at a future time, if playing field lighting is installed, Marion Township should set 10 pm as the time that the lights would turn off. Illumination of the parking and driveway areas could be left on all night.

MEMO

To: Marion Township Board  
From: Bob Hanvey  
Subject: Ordinance conflicts  
Date: July 26, 2018

The definition of "lot" in the zoning ordinance we have the requirement for frontage on an approved road which is also a requirement in section 6.19 B, below, but they conflict with our Land Division Ordinance, item 2, highlighted in the attachment. The Land Division Ordinance allows access over an easement. **These two need to be reconciled.**

Zoning ordinance

Definition

**Lot:** Land described in a recorded plat or by metes and bounds description, occupied, or to be occupied by, a building, group of buildings, or use, having sufficient size to comply with the frontage, area, width-to-depth ratio, setbacks, yards, coverage and buildable area requirements of this Ordinance, and having its principal frontage on a public street or a private road approved by the Township. (See also Condominium Unit.)

**Section 6.19 Access Controls**

B. **Lots to Have Access:** All parcels or lots hereinafter created in the Township shall have frontage on a public street, or an approved private road, and take their lot access from such frontage so as to provide safe, convenient access for fire protection, other emergency vehicles, and any required off-street parking. Except that corner lots shall take their access from an approved private road or approved public street in a platted subdivision or condominium project. Wherever a corner lot exists at the intersection of two (2) major thoroughfares, then access shall be taken from the thoroughfare presenting the least hazard in the opinion of the Livingston County Road Commission.

From Planning Commission minutes

Bob Hanvey said we need to determine whether we are going to stick with the current ordinance or start allowing divisions that have no road frontage, within our Township. Bob thinks we should get rid of paragraph two because it conflicts with other ordinances.

Bob Hanvey motioned to recommend removing paragraph two of section three in the general ordinance regarding Land Divisions. Bruce Powelson seconded.

ROLL CALL: Bruce Powelson YES; Bob Hanvey YES; Larry Grunn YES; Cheryl Range YES; Claire Stevens NO. **Motion carried** 4-1

STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
TOWNSHIP OF MARION  
LAND DIVISION ORDINANCE NO. G-11-97

An ordinance to regulate the partitioning or divisions of parcels or tracts of land, enacted pursuant, but not limited, to Michigan Public Act 288 of 1967, as amended, and Act 246 of 1945, as amended, being the Township General Ordinance Statute; to provide a procedure therefore; to repeal any ordinance or provision thereof in conflict herewith; and to herewith prescribe penalties and enforcement remedies for the violation of this ordinance.

**Section 1: Title.** The ordinance shall be known and cited as the Marion Township Land Division Ordinance.

**Section II: Intent and Purpose.** The purpose of this ordinance is to carry out the provision of the State Land Division Act (1967 PA 288, as amended, formerly known as the Subdivision Control Act), to prevent the creation of parcels of property that do not comply with the State Land Division Act, to minimize potential boundary line disputes, to maintain orderly development of the community, and otherwise provide for the health, safety and welfare of the residents and property owners of the township by establishing reasonable standards for prior review and approval of land divisions within Marion Township.

**Section III: Definitions.** For the purpose of this ordinance, certain terms and words shall have the following meaning:

***Accessibility:*** in reference to a parcel, means the parcel meets one or both of the following requirements:

1. Has an area where a driveway provides vehicular access to an existing road or street and meets all applicable location standards of the state transportation department or county road commission under Act No. 200 of the Public Acts of 1969, being sections 247.321 to 247.329 of the Michigan Compiled Laws, or has an area where a driveway can provide vehicular access to an existing road or street and meet all such applicable location standards.
2. Is served by an existing easement that provides vehicular access to an existing road or street and that meets all applicable location standards of the state transportation department or county road commission under Act No. 200 of the Public Acts of 1969 or can be served by a proposed easement that will provide vehicular access to an existing road or street and that will meet all such applicable location standards.

***Applicant or Proprietor:*** A natural person, firm, association, partnership, corporation, or a combination of any of them that holds an ownership interest in land whether recorded or not.

**Act:** Michigan Public Act 288 of 1967, as amended by Public Act 591 of 1996 and as amended by Public Act 87 of 1997, also known as the State Land Division Act.

**Developmental Site:** Any parcel or lot on which exists or which is intended for building development other than the following:

1. Agricultural use involving the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities.
2. Forestry use involving the planting, management, or harvesting of timber.

**Divide or Division:** The partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his or her heirs, executors, administrators, legal representatives, successor, or assigns for the purpose of sale, or lease of more than one year, or of building development that results in one or more parcels of less than 40 acres or the equivalent, and that satisfies the requirements of Sections 108 and 109 of the Act. Division does not include a property transfer between two or more adjacent parcels, if the property taken from one parcel is added to an adjacent parcel; and any resulting parcel shall not be considered a building site unless the parcel conforms to the requirements of the Act or the requirements of this ordinance.

**Exempt splits or exempt divisions:** The partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his or her heirs, executors, administrators, legal representatives, successors, or assigns that does not result in one or more parcels of less than 40 acres or the equivalent. For a property transfer between two or more adjacent parcels, if the property taken from one parcel is added to an adjacent parcel, any resulting parcel shall not be considered a building site unless that parcel conforms to the requirements of the Act and this ordinance.

**Forty acres or the equivalent:** Forty acres, a quarter-quarter section containing not less than 30 acres or a government lot containing not less than 30 acres.

**Governing body:** The Marion Township Board.

**Parent parcel or parent tract:** A parcel or tract, respectively, lawfully in existence on the effective date of the amendatory act, March 31, 1997.

**Parcel:** A continuous area or acreage of land that can be described as provided for in the Act.

**Tract:** Two or more parcels that share a common property line and are under the same ownership.

**Section IV: Prior Approval Requirement for Land Divisions.** Land in Marion Township shall not be divided without the prior review and approval of the Marion Township Assessor, or other official designated by the Marion Township Board in



accordance with this ordinance and the Land Division Act, provided that the following shall be exempt from this requirement:

- A. A parcel proposed for subdivision through a recorded plat pursuant to the Marion Township Subdivision Control Ordinance and the State Land Division Act.
- B. A lot in a recorded plat proposed to be divided in accordance with the Marion Township Subdivision Control Ordinance and the State Land Division Act.
- C. An exempt split as defined in this ordinance.
- D. An exempt split or other partitioning or splitting of a parcel or tract that only results in parcels of 20 acres or more in size is not subject to the approval under the Land Division Act and this ordinance if the parcel or tract is not accessible and one of the following applies:
  - 1. The parent parcel or tract was in existence on March 31, 1997.
  - 2. The parent parcel or tract results from an exempt split or other partitioning or splitting under this section.
- E. Property transferred between two or more adjacent unplatted parcels, if the parcel taken from one parcel is added to the adjacent parcel.

**Section V: Application for Land Division Approval.** The Marion Township Assessor shall provide an applicant with an application form. At a minimum, the applicant shall file all of the following with the Marion Township Assessor, or other official designated by the Marion Township Board, in accordance with this ordinance and the Land Division Act for review and approval of a proposed land division before making any divisions either by deed, land contract, lease for more than one year, or for building development:

- A. Completed application form as provided by the township.
- B. Proof of fee ownership of the land proposed to be divided.
- C. A tentative parcel map shall be a scale drawing showing the approximate dimensions of the parcels. The tentative parcel map must show the area, width of parcel, width to depth ratio, parcel lines, public utility easements, and accessibility for each division proposed.
- D. Adequate and accurate legal description of each proposed division.
- E. The history and specifications of any previous divisions of land of which the proposed division was a part sufficient to establish that the parcel or tract to be divided was lawfully in existence as of March 31, 1997, the effective date of the Land Division Act. Such history and specifications shall describe the parent parcel or tract of which the parcel or tract to be divided was a part as that parent parcel or tract existed on March 31, 1997. Such history and specifications shall also identify both the owner of the parent parcel or tract on March 31, 1997, and the owners on March 31, 1997, of parcels sharing a

common property line with a parent parcel or tract on March 31, 1997. The history and specifications must give sufficient information to show that each division meets all of the requirements of Section 108 of the State Land Division Act.

- F. Each resulting parcel that is a developmental site has adequate easement for public utilities from the parcel to existing public utility facilities.
- G. If a transfer of division rights is proposed in the land transfer, detailed information about the terms and availability of the proposed division rights transferred.
- H. The fee as may from time to time be established by resolution of the Marion Township Board for review of land division applications pursuant to this ordinance to cover the cost of review of the application and the administration of this ordinance and the Land Division Act.

#### **Section VI: Procedure for Review of Application for Land Division Approval**

- A. Upon receipt of a completed land division application, the Marion Township Assessor, or other official designated by the Marion Township Board in accordance with this ordinance and the Land Division Act, shall approve or disapprove the proposed land division within 45 days after receipt of the completed application and shall promptly notify the applicant in writing of the decision and all reasons for any denial.
  - 1. An application is complete if it contains the information necessary to ascertain whether the requirements of Sections 108 and 109 of the Land Division Act are complied with.
- B. A notice of approval of a proposed division resulting in any parcels of less than one acre in size shall include the following statement: "Marion Township and its officers and employees are not liable if a land use permit and/or building permit are not issued for a resulting parcel because the parcel is less than one acre in size, lacks either public water and sewers or health department approval for on-site water supply and on-site sewage disposal."
- C. A notice of approval of a proposed division shall include the following language:

The approval of this division is not a determination that the resulting parcel complies with the Marion Township Zoning Ordinance or other general township ordinances. The township and the officials and employees shall not be liable for approving a land division if a land use permit and/or building permit for construction on a parcel are subsequently denied because of inadequate water supply, sewage disposal facility, failure to meet township zoning ordinances and general ordinances, or otherwise, and any notice of approval shall include a statement to this effect.

- D. The assessor or his or her designee shall maintain an official record of all approved and accomplished land divisions and/or transfers along with records of all disapproved divisions.
- E. No land division approval will be final until the property taxes for the parent parcel and/or any resulting land divisions have been paid in full.

**Section VII: Standards for Approval of Land Division.** A proposed land division shall be approved if the proposed land division complies with all of the requirements of the State Land Division Act and the criteria of this ordinance as set forth below.

- A. All parcels to be created by the proposed land division shall fully comply with the minimum width and area requirements of the Marion Township Zoning Ordinance and other township general ordinances and/or variances granted by the Marion Township Zoning Board of Appeals to the applicant for the land that is proposed to be divided.
- B. Each resulting parcel shall have a depth of not more than four times the width. The depth to width ratio does not apply to the remainder of the parent parcel or tract retained by the proprietor.
- C. All parcels to be created by the proposed land division are accessible except as to the following:
  - 1. An exempt split or other partitioning or splitting of a parcel or tract that only results in parcels of 20 acres or more in size is not subject to approval under this ordinance if the parcel or tract is not accessible and one of the following applies:
    - a) The parcel or tract was in existence on March 31, 1997.
    - b) The parcel or tract results from an exempt split or other partition or splitting under Section 109 of the Land Division Act.
- D. All parcels to be created by the proposed division and which meet the definition of a developmental site have adequate easements for public utilities from the parcel to existing public utilities facilities.
- E. The number of parcels to be created by the division does not exceed the number of parcels allowed by Section 108 of the Land Division Act.

**Section VIII: Penalties and Remedies**

- A. Any division of land in violation of any provision of this ordinance shall not be recognized as a land division on the township tax rolls and no construction thereon which requires the prior issuance of a land use permit by the township shall be allowed. The township shall further have the authority to initiate injunctive or other relief to prevent any violation or continuance of any violation of this ordinance.

- B. Any unlawful division or split shall be voidable at the option of the purchasers pursuant to the Land Division Act and shall subject the seller to the forfeiture of all considerations received or pledged therefore, together with any damages sustained by the purchaser recoverable in an action at law under the State Land Division Act.

**Section IX: Severability.** The provisions of this ordinance are hereby declared to be severable and if any clause, sentence, word, section, or provision is declared void or unenforceable for any reason by any court of competent jurisdiction, it shall not affect any portion of this ordinance other than that said part or portion thereof.

**Section X: Repeal.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed except that this ordinance shall not be construed to repeal any provision in the Marion Township Zoning Ordinance or the Marion Township Subdivision Control Ordinance.

**Section XI: Effective Date.** This ordinance shall become effective thirty (30) days after publication in the Livingston County Daily Press & Argus. This ordinance was adopted this 14<sup>th</sup> day of December, 2006, by the Marion Township Board at a meeting duly scheduled for the conduct of township business.

\_\_\_\_\_  
Tammy L. Beal, Township Clerk

Date

Moved by:

Supported by:

Yeas:

Nays:

Abstentions:

Absent:

MEMO

To: Marion Township Board  
From: Bob Hanvey  
Subject: Communications at the Township's pump stations  
Date: July 26, 2018

Our sewer pump stations are currently communicating with the Howell maintenance staff by telephone. Most stations are using AT&T phones at about \$120.00 per month per station. One station was converted on a trial basis to a Charter phone at about \$40.00 per month. There have been no problems with the Charter phone.

The City of Howell is in the process of converting their pump station communications to a radio system. The description of the new system and costs for Marion Township are attached.

The question for the Board is to determine what communication system we want to use for our pump stations.

This item could be part of a Capital Improvement Plan.

## Bob Hanvey

---

**From:** Mike Spitler <MSpitler@cityofhowell.org>  
**Sent:** Thursday, June 28, 2018 12:24 PM  
**To:** supervisor@mariontownship.com  
**Subject:** RE: Telemetry  
**Attachments:** Proposal Howell Marion Township SCADA Panels 12-12-17 Printed.pdf

I'm not sure what you are asking. The last we talked you were considering switching to a license radio system like the one we are going to install at the City's stations. I have attached the original estimate from RS Technical. That cost is to convert the Township stations only. The City is paying \$100,000 to convert its stations to radio plus all the programming that needs to be done at the plant. I will gladly assist in getting you whatever you need for the July 12 meeting. I'm just not sure what you need.

Mike

>>> "Bob Hanvey" <supervisor@mariontownship.com> 6/28/2018 12:04 PM >>>

Hi Mike – I need to know what the City expects from the Township if we convert our stations to something that works with your new system. If you can get something to us by noon on Monday July 9, I can get it on the agenda for July 12.

As I remember the conversations, we could stay with dial-up but there are advantages in changing to the new system. I can probably find the old prices but please let me know if there are updated prices available.

Thanks

Bob Hanvey

---

**From:** Mike Spitler [mailto:MSpitler@cityofhowell.org]  
**Sent:** Thursday, June 28, 2018 10:48 AM  
**To:** supervisor@mariontownship.com  
**Subject:** Telemetry

Hi Bob,

I know this took a lot longer than I had originally thought but the Council approved the upgrades to our telemetry at the City Stations. We had some projects pushed back which led to this delay. I have attached the two memos I wrote for this past Mondays meeting. I'm not sure what the townships plan is moving forward but I wanted to keep you in the loop.

Thanks,

Michael Spitler

WWTP Operations Manager / [City of Howell](#)

O (517) 546-6230

C (517) 410-1085

[mspitler@cityofhowell.org](mailto:mspitler@cityofhowell.org)

# RS Technical Services, Inc.

695 Lincoln Lake Ave. Lowell, Michigan 49331

(616)-897-7041

Fax: (616)-897-3015

# PROPOSAL

Proposal No.:

121217RP

Page No. One of One

PROPOSAL SUBMITTED TO:

HOWELL WWTP 1191 PINKNEY RD HOWELL MI 48843 Attn: Mike Spittler
--

Date: Tuesday, December 12, 2017
Job: Marion Township Lift Station SCADA Panels (9 Total)

RS Technical Services is offering to provide the following labor and materials to upgrade the Howell Wastewater Treatment Plant SCADA system. Add license radio RTU panels for the 9 lift stations for Marion Township and communicate back to the Howell Wastewater Treatment Plant for monitoring and alarms.

Includes the following:

- (9) Add License Radio SCADA Panel at each of the 9 lift stations. Add antenna, coax and mounting hardware to match that of the assigned radio frequency. Monitor pump status and alarms, flow and level (flow & level if site already has these transmitters)
- (1) LABOR: PLC programming, SCADA Screen development and wiring for above items. Assign repeater sites as needed to establish lift station network communication.

We hereby propose to furnish material and labor, complete in accordance with the above specifications, for the sum of Sixty Two Thousand Seven Hundred and Seventy Five dollars (\$ \$62,775.00 )

with payment to be made as follows: Net 30 days. Past due balance subject to 1.5% per month late fee.

Progressive invoicing with supporting documentation may be submitted as job progresses.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

CITY OF HOWELL  
MEMORANDUM

**TO:** MAYOR & CITY COUNCIL  
**FROM:** MICHAEL SPITLER, WWTP OPERATIONS MANAGER  
**DATE:** APRIL, 17 2018  
**RE:** SCADA AND TELEMETRY UPDATES

The wastewater treatment plant has budgeted funds to update the Supervisory Control and Data Acquisition (SCADA) System along with telemetry at the City Stations. SCADA is used in plants to assist in monitoring and controlling all aspects of the treatment process. This also includes monitoring of the lift stations in the collection system. The SCADA software allows us to bring all components into a single interface that is readily accessible to all operators at the plant. These systems play a critical role in the efficient operation of a modern treatment plant.

RSVeiw, from Rockwell Automation, is the software the plant currently uses for its SCADA system. Rockwell has announced that it will discontinue support in the near future for RSVeiv as it only operates on older 32 bit computers. Rockwell does however offer a newer version of the software called Factory Talk. Staff looked at other SCADA software as well to determine the best fit for the plant. After discussing all options with our SCADA representative, RS Technical, Staff recommends moving forward with Factory Talk. Changing to a new software provider would ultimately require building a completely new interface and require us to upgrade all the communication components at the plant at a much higher cost. Since staff is already familiar with RSVeiv, it will be an easy transition with minimal cost and training to upgrade to Factory Talk.

As part of the SCADA upgrade, we are also looking at adding control to some of the components at the plant that currently only have monitoring capabilities. With the added control there is potential to limit the need for an operator to come into the plant on overtime. When an operator receives an alarm, he would then be able to log into the SCADA from home and restart some equipment that may have tripped out due to power failures.

In 2010, HRC put together a capital improvement plan for the plant that included upgrading the telemetry at all City lift stations. Currently the plant relies on auto-dialers located within each station. When an alarm event occurs at a station, the auto-dialer dials the on-call phone through a landline. During Citywide power outages, the operator may receive as many as 13 phone calls at once from the City stations and treatment plant. As part of the SCADA upgrade, we are proposing the elimination of the auto-dialers and moving to a License Radio SCADA System at each station. This will allow the plant to communicate directly with each station and limit the amount of calls the operator



receives down from thirteen to only one. We will also be able to monitor the stations pump run times, trending, and wetwell levels all from the plant's SCADA System.

RS Technical has submitted a cost proposal for the project at \$99,366.00 (see attached Sole Source Memo). Currently there is \$138,000 budgeted in the Sewer Fund line items; 590-536-970.010 and 590-564-970.000 for the SCADA and Telemetry upgrades. If approved the work will not take place until after July 1<sup>st</sup> of this year and will require the current budgeted funds to be deferred until the 2018/19 fiscal year. This will require future amendments to the budget to reflect the deferment of funds from fiscal year 17/18 to 18/19.

**ACTION REQUESTED:**

A motion to approve the proposal from RS Technical Services, Inc. for the installation and programming of our SCADA software upgrade and Telemetry at the City Lift Station for an amount not to exceed \$99,366.00.

**Reviewed & Approved For Submission:**

Shea Charles, City Manager

CITY OF HOWELL  
MEMORANDUM

**TO:** MAYOR & CITY COUNCIL  
**FROM:** MICHAEL SPITLER, WWTP OPERATIONS MANAGER  
**DATE:** JUNE 19,2018  
**RE:** RS TECHNICAL, SOLE SOURCE JUSTIFICATION

The Supervisory Control And Data Acquisition (SCADA) is a control system architecture that uses computers, networked data communications and graphical user interfaces for high-level process supervisory management. It also uses other peripheral devices such as programmable logic controllers (PLC) to interface with the process or machinery of the plant. There are 7 PLC panels strategically located within the plant in order to capture all aspects of the plants process. Ladder Logic is the program language used to communicate between the SCADA interface and the PLCs. Figure 1 shows the Home screen of the RS View interface which mirrors the City of Howell’s treatment plants process. Figure 2 Shows the Headworks building with all the set-points for controlling the influent screw pumps, influent wetwell level, autorake, and grit removal system.

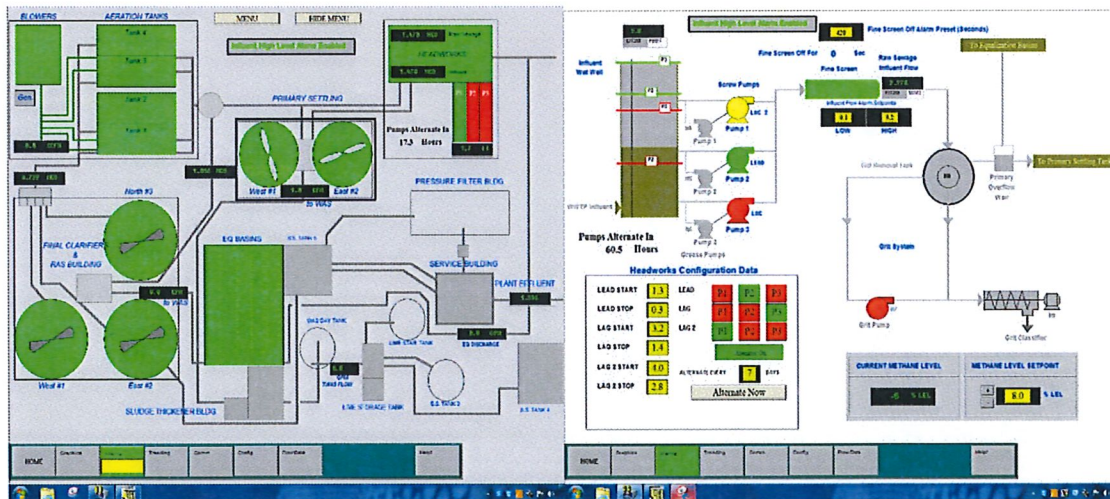


Figure 1 RS View computer interface.

Figure 2 Headworks building interface.

In the early 2000’s the wastewater treatment plant started working with Rod Parks from RS Technical, when the original SCADA System, Wonderware, had stopped functioning properly. Mr. Parks helped facilitate the move to the RS View software that is currently used in our SCADA System. Although he was able to use some of the previous Ladder Logic (figure 3), most of what is currently used was written by him. This was required in order for RS View to function properly with the PLC panels (figure 4). The plant over the

years has used RS Technical as our I.T. department when any problems occur with the SCADA System.

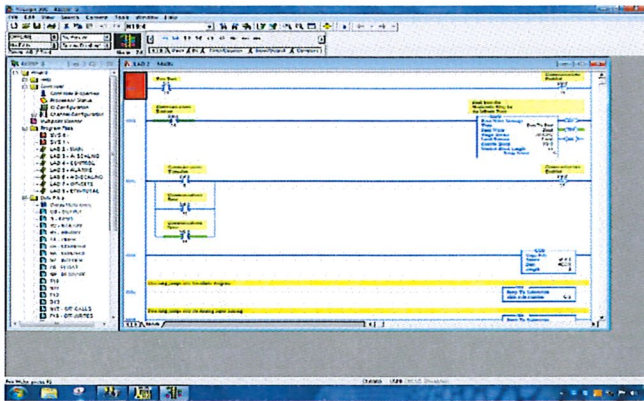


Figure 3 Ladder Logic



Figure 4 PLC Panel

Normally each department in the City of Howell is required to obtain multiple bids for any given project. In some extenuating circumstances the Council has allowed sole source bids due to the nature of the project, i.e. only one company is available or has the equipment needed. As shown in the SCADA and Telemetry memo, RS Technical is the only company that staff has asked to bid. This is due to the fact the plant already uses them to perform all work needed on our SCADA System. Since they played an integral part in creating all the logic, they have a better understanding of how our plant and SCADA System work together. There are other companies that perform this work, however, bringing in a new company would take time and money for them to get acquainted to our plant. Although this is a larger project with a cost of \$99,366.00, we strongly believe no one else can do everything listed in the proposal for that amount. In the 2010 Capital Improvement Plan HRC estimated the Telemetry project alone to cost \$360,000.

## MEMO

To: Marion Township Board  
From: Bob Hanvey  
Subject: Crystal Wood Roads issues  
Date: July 26, 2018

The attached FIRST AMENDED AND RESTATED CONSENT JUDGMENT is the controlling document.

I don't see anything in the CJ that specifies dates for anything related to the road paving.

Concerns relating to dedication as public roads

The letter from the Road Commission dated May 9, 2013 (attached) specifies the requirements for acceptance.

Requests – The developer (Rick Elkow acting under a corporate name) is the developer of the project, the request must come from him. And, the owner of the two roads, Crystal Crossing Drive and Crystal Court, are owned by Crystal Wood Estates, the request must also come from them.

Right-of-way – The Road Commission has not responded to the question of the removal of the Dan Lowe easement over the roads to be dedicated. If they require the removal, Dan Lowe, Crystal Wood, Crystal Wood II, Crystal Wood Estates, and perhaps Rick Elkow would all have to agree. Since the easement also provides for sewer lines on Dan's property, there would need to be another easement created for them.

Utility Locations – I think this could be done by examining the project as-built plans.

Storm Drains – I think the videos have been completed and the work has been done on the drains. There is an easement over Dan Lowe's property that discharges into a public drain which is a requirement for acceptance by the Livingston County Drain Commission. I have not found any indication that a public draining district has been established.

Crystal Wood Master Deed VII (m) refers to a drainage district but the document is not included as specified.

Road Base Integrity – I think these tests have been completed and there were no failures.

Pavement Conditions – This item has been proposed in the estimate from T & M Asphalt Paving and is attached.

Construction Timing - CJ II item 20 – If the cost of paving Crystal Crossing is less than \$44,000, the work shall be done after LCRC approval. LCRC does not want construction to be done until after all homes are built.

My concerns with using PA188 to create a Special Assessment District (SAD)

The Act refers to owners with frontage on the road to be improved. Crystal Crossing Drive is owned by Crystal Wood Estates. Crystal Wood Estates owns no frontage on Crystal Crossing Drive.

I think everybody agrees that the paving should not be done until all home construction is completed and that Crystal Court, which is only in Crystal Wood Estates, should be paved at the same time as the roads in Crystal Wood and Crystal Wood II.

Under a SAD the Township funds the work and collects from the benefitted parcels on tax bills over several years. The residents on Crystal Court would have been paying for several years before the work was done. Residents are generally not happy about paying in advance.

The amount of the SAD would have been determined several years prior to the work being performed, if the prices increased by more than 10% we would have to hold another public hearing which triggers another right to appeal the assessment amount to the Tax Tribunal.

An important part of PA188 relates the way the amount levied against each parcel is calculated:

*"...which amount shall be the relative portion of the whole sum to be levied against all parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all parcels of land in the special assessment district."*

There is no way to comply with this part of the Act since the total amount would be levied against only the 50 parcels in Crystal Wood II but there would be benefit to all the parcels in Crystal Wood and Crystal Wood Estates.

Crystal Wood Bylaws 3 (b) allows the association to levy special assessments on unit owners. Consent Judgment does not specify township PA188 or association special assessment although the word "district" implies PA188.

## Agreement to Pay for Road Improvement in Lieu of Special Assessment

The document is attached.

The attorneys agreed that the Consent Judgment provides for the substitution of the agreement for the SAD. The agreement provides for Crystal Wood Ventures, LLC (Rick Elkow) to pay for the paving of 91,638 square feet. The roads names in the agreement cover about 130,000 square feet. The estimates by T & M Asphalt and Spicer are attached.

Spicer included two estimates, one low end and one high end.

My letter to Rick Elkow attempting to resolve the issues is attached. As of packet time I have not had a response.

## AFFIDAVIT OF CO-OWNERS' CONSENT TO AMENDMENT OF MASTER DEED

The document is attached.

This document gives permission to modify the master deed for Crystal Wood and also requires Rick Elkow to pave Crystal Crossing and Wood Point. Highlighted of the fourth page of the attachment.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

STERLING LAND VENTURES, LLC, a Michigan  
limited liability company; Crystal Wood Estate  
Association; and Crystal Wood Condominium Association,  
Successors in Interest to  
MELVIN E. GILLETT, Trustee U/T/A  
April 17, 1991 and SUSAN K. GILLETT,  
Trustee U/T/A April 17, 1991; Crystal Wood Estate Association;  
and Crystal Wood Condominium Association;  
Plaintiffs,

vs.

Case Number 1998-016809-CZ  
Hon. Michael P. Hatty

MARION TOWNSHIP, a municipal corporation; and  
MARGARET DUNLEAVY, Livingston County Clerk;  
Defendants.

Michael J. Kehoe PC  
Michael J. Kehoe (P33839)  
Attorneys for Defendants  
710 E Grand River Ave  
Howell, MI 48843  
(517) 546-4570 / Fax: (517) 546-7651  
E-Mail: [mike@michaelkehoelaw.com](mailto:mike@michaelkehoelaw.com)

Crystal Wood Estate Association  
Plaintiff  
273 Crystal Court  
Howell, MI 48843

ADKISON, NEED & ALLEN, P.L.L.C.  
Phillip G. Adkison (P26303)  
Attorney for Substituted Plaintiff,  
Sterling Land Ventures, LLC  
40950 Woodward Avenue, Suite 300  
Bloomfield Hills, MI 48304  
(248) 540-7400 / Fax 7401  
E-Mail [padkison@anafirm.com](mailto:padkison@anafirm.com)

Crystal Wood Condominium Association  
Plaintiff  
283 Wood Point  
Howell, MI 48843

**FIRST AMENDED AND RESTATED CONSENT JUDGMENT**

At a session of said Court  
Held in the City of Howell, County of Livingston  
State of Michigan on Nov. 25, 2013  
PRESENT: HON. MICHAEL P. HATTY  
CIRCUIT COURT JUDGE

Current Plaintiffs, Sterling Land Ventures, LLC, a Michigan limited liability company, by and through its attorney, Phillip G. Adkison, Crystal Wood Estate Association, and Crystal Wood Condominium Association, all of whom are successors in interest to Melvin E. Gillett, Trustee U/T/A April 17, 1991, and Susan K. Gillett, Trustee U/T/A April 17, 1991, (hereafter the "Original Plaintiffs") and Defendant Marion Township, a Michigan municipal corporation, by and through its attorney, Michael J. Kehoe, stipulate to the entry of this First Amended and Restated Consent Judgment.

### **BACKGROUND**

1. On December 13, 1999, this court entered a Consent Judgment between the Original Plaintiffs and Defendant Marion Township relating to property located in Marion Township, Livingston County Michigan described as:

A part of the Northeast 1/4 of Section 3, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 corner of said Section 3; then North 02 degrees 00 minutes 52 seconds West, along the East line of said Section 1584.00 feet to the Point of Beginning of the Parcel to be described; thence South 89 degrees 21 minutes 11 seconds West, 1054.95 feet; thence North 00 degrees 39 minutes 29 seconds West, 246.98 feet; thence South 89 degrees 15 minutes 07 seconds West, 651.91 feet to the centerline of Norton Road (66 feet wide); thence North 32 degrees 39 minutes 56 seconds East, along said centerline 619.46 feet; thence South 60 degrees 24 minutes 54 seconds East, 251.79 feet; thence North 32 degrees 39 minutes 56 seconds East, 173.00 feet; thence North 60 degrees 24 minutes 54 seconds West, 87.95 feet; thence North 32 degrees 39 minutes 56 seconds East, 250.00 feet; thence North 89 degrees 24 minutes 02 seconds East, 968.13 feet; thence South 02 degrees 00 minutes 52 seconds East, 1034.00 feet to the Point of Beginning, containing 30.10 acres, more or less, and subject to the rights of the public over the existing Norton Road. (hereafter "the Property")

2. The December 13, 1999, Consent Judgment arose from a lawsuit filed by the Original Plaintiffs challenging the results of a public referendum which overturned a decision of



the Marion Township Board granting their request to rezone the Property from Suburban Residential (SR) to Urban Residential District (UR).

3. Defendant Marion Township and the Original Plaintiffs stipulated to the following terms and conditions in the December 13, 1999, Consent Judgment:

a. The Original Plaintiffs are permitted to construct no more than 125 site built dwelling units on the Property provided it remains zoned Suburban Residential (SR).

b. Access to the proposed development must be from Norton Road (M-155).

c. All roadways within the development must be constructed in accordance with the standards of the Livingston County Road Commission and Marion Township, including standards related to the type and width of pavement. Right of way requirements need not be followed.

d. All units must comply with the Schedule of Regulations for the Suburban Residential (SR) Zoning District.

e. The Property must be serviced by public sanitary sewer and public water systems to be constructed and installed solely at the Original Plaintiffs' expense.

f. All portions of the Property bordering the existing single family residential dwelling units must have a landscape buffer as described in an exhibit attached to the Consent Judgment.

g. Development of the Property must be consistent and in compliance with a site plan for development prepared by Boss Engineering and dated July 12, 1999, as well

as a revised site plan dated October 19, 1999, also attached to the Consent Judgment and which were deemed to have preliminary approval by Marion Township.

h. All open space areas designated in the site plan and all landscaped areas within the development must be perpetually maintained, repaired and replaced in order to keep plants and vegetation in a healthful manner. These areas must be kept free from debris.

i. The Original Plaintiffs must record and file documentation necessary to insure future maintenance of open space and landscaped areas through the condominium Master Deed and by the Homeowners Association. These documents must commit the Homeowners Association to perpetual maintenance, repair and replacement of open space and landscaped areas and must be approved by Marion Township. The Declaration must be recorded with the Livingston County Register of Deeds and must include the duty of the Homeowners Association to levy appropriate, sufficient, and reasonable assessments, both annual and special, to defray all costs and expenses associated with the maintenance, repair and replacement of open space areas.

j. Required approvals must be obtained from other governmental agencies having jurisdiction over the Property, including, but not limited to, the Livingston County Road Commission, the Livingston County Health Department, and the Michigan Department of Environmental Quality in addition to federal agencies with jurisdiction.

k. Except where specifically exempted by the terms of the Consent Judgment, the project must comply with all ordinances of Marion Township including the

Zoning Ordinance, Building Code, and Code of Ordinances that were in effect at the time the Consent Judgment was entered.

l. Marion Township is permitted to apply newly enacted Township ordinances, rules or regulations not in conflict with those in effect on December 13, 1999, and whose application will not prevent the development of the project as permitted by the terms of the Consent Judgment. Changes in Township laws, regulations, plans or policies specifically mandated by changes in state or federal law are permitted.

m. Marion Township is obligated to review all plans and specifications for development within a reasonable period of time.

n. The Original Plaintiffs agreed to submit final site plans and specifications within 120 days of December 13, 1999, and to commence all construction within twenty-four months of that date. Failure to commence construction and make substantial progress toward completion of development by December 13, 2001, was deemed to be a waiver of the right to develop the Property for multi-family use.

o. The Consent Judgment was binding on the parties, their heirs, successors and assigns and could only be amended by mutual consent. The Consent Judgment was to be construed and enforced according to the laws of the state of Michigan with actions to enforce the judgment brought only in Livingston County Circuit Court. Prevailing parties in any such action were entitled to recover all costs, attorney fees and necessary disbursements incurred in connection with the litigation.

p. The Consent Judgment, as entered, constituted the entire agreement between the parties integrating all terms and conditions set forth therein, superseding all

negotiations or previous agreements between the parties. Waivers of that integration provision are required to be in writing and signed by the appropriate representatives of the Township or property owner. Any and all amendments were required to be given in writing.

q. The Livingston County Circuit Court retained jurisdiction for the purpose of enforcing the Consent Judgment.

r. The parties agreed to waive any and all claims for damages as set forth in the original Complaint which was deemed dismissed with prejudice and without costs to either party.

4. Subsequent to the entry of the December 13, 1999, Consent Judgment, the Original Plaintiffs, or their successors, developed two condominiums: Crystal Wood Estate and Crystal Wood. Crystal Wood Estate Association is the governing body of Crystal Wood Estate and Crystal Wood Condominium Association is the governing body of Crystal Wood.

5. Crystal Wood consists of 104 proposed attached residential units, of which only 28 have been constructed. Plaintiff, Sterling Land Ventures, LLC, (hereafter "Sterling"), has acquired the 76 un-built units in Crystal Wood with the intent to contract Crystal Wood by the removal of these 76 units and to establish a new single-family residential site condominium project on the property withdrawn from Crystal Wood.

6. Representatives of Sterling, Crystal Wood Condominium Association, Crystal Wood Estate Association, and Marion Township have held numerous meetings and have determined that it is in their respective best interest to modify the December 13, 1999, Consent

Judgment as provided herein, each agreeing to be bound by the terms of this First Amended and Restated Consent Judgment.

**REVISED GENERAL TERMS AND CONDITIONS**

7. Subject to Sterling and Crystal Wood Condominium Association lawfully arranging the contraction of Crystal Wood, Sterling shall be entitled to establish a new single family residential site condominium project (hereafter the "Project") on a portion of the Property.

8. The Project shall consist of 50 site condominium units established as depicted in the Site Plan attached as Exhibit A.

9. The Project, as described and depicted on Exhibit A, shall be deemed to have site plan approval as required by the Township zoning ordinance. Sterling may develop and construct the Project and be entitled to pertinent township permits and other approvals without further Township Planning Commission or Township Board approval.

10. In accordance with Michigan Public Act 188 of 1954, as amended, the Township and Sterling agree, consent to, and acknowledge that the Township shall reallocate the special assessments for sewer and water capital charges associated with the 76 Residential Equivalent Units (hereafter "REUs") currently unused, but assigned to the Crystal Wood, against the 50 new site condominium units in the Project on a pro rata basis. There is a current outstanding principal balance of \$130,204.30 as of June 30, 2013 for sewer and \$83,945.00 as of June 30, 2013 for water.

11. The reallocated sewer and water special assessments on each unit shall be paid in full as each unit in the new Project is sold to end users by Sterling. Pending sale of each unit Sterling shall pay the annual installments on the sewer and water special assessments.

12. When all special assessments for the sewer special assessment district and the water special assessment district have been paid in full, Sterling shall be entitled to use the 26 pre-paid water and sewer REUs elsewhere in the Township on projects with which it is affiliated, provided sewers and water mains are available (or can be made available) to such projects without obligation, cost, or liability to the Township. If it is necessary for Sterling to extend water mains or sewers to make use of pre-paid REUs, Sterling shall not be required to extend both water mains and sewers, but may extend either a water main or sewer and connect thereto.

13. The Township has constructed a water main and related appurtenances for which it seeks reimbursement from Sterling. In connection therewith, Sterling shall assume and pay (in the manner provided in this paragraph) the sum of \$66,070.49, reduced by funds held in escrow by the Township for use toward cost of the water main construction less funds applied toward the cost of testing Crystal Crossing Drive and Crystal Court by the Livingston County Road Commission and the testing of storm drains associated with the Property for public acceptance. This obligation shall be allocated by Sterling among the 50 site condominium units in the Project on a pro rata basis. As each unit is sold to an end user, the outstanding balance associated with that unit shall be paid to the Township by Sterling out of the proceeds of sale without interest.

14. Crystal Crossing Drive and Crystal Court are private roads that are a part of Crystal Wood Estate. Crystal Wood has rights to use Crystal Crossing Drive for ingress and egress and it is expected that, in accordance with the documents contracting Crystal Wood and creating the new condominium that the Project will also be permitted to use Crystal Crossing Drive. Subject to the provisions of paragraphs 15 and 16 below, Plaintiffs and Defendant Marion Township shall use their best efforts to obtain the approval of the Livingston County

Road Commission, and of all parties with rights to Crystal Crossing Drive and Crystal Court, to have Crystal Crossing Drive and Crystal Court dedicated as public roads.

15. It is expected that Crystal Crossing Drive and Crystal Court will need certain improvements in order to be accepted as public roads. These improvements may include the removal of the asphalt base coat, grading and compacting of millings, and installation of three inches of asphalt in one or more lifts. Crystal Wood Estate Association shall have sole responsibility for and shall pay all costs and expenses associated with obtaining Livingston County Road Commission acceptance of Crystal Court and that portion of Crystal Crossing Drive lying east of the boundary of the Project as public roads, including payment for all improvements required for acceptance as public roads. Subject to the provisions of Michigan Public Act 188 of 1954, as amended, Public Act 59 of 1978, and the Master Deed and By-Laws of Crystal Wood Estate the cost of improvements necessary to bring Crystal Court into the condition required for acceptance by the Livingston County Road Commission shall be paid by the establishment of a special assessment district that consists of all units in Crystal Wood Estate. Subject to the financial cap described in paragraph 16 below, Sterling shall have sole responsibility for and shall pay all costs and expenses associated with obtaining Livingston County Road Commission acceptance of Crystal Crossing Drive lying west of the easterly boundary of the Project as a public road, including payment of all expenses associated with improvements required for that portion of Crystal Crossing Drive being accepted as a public road.

16. Sterling's obligation to make improvements necessary to bring the described portion of Crystal Crossing Drive into the condition required for its acceptance as a public road

shall be limited to \$44,000. If the cost of required improvements exceed \$44,000, and none of the other parties to this case elect to pay the excess costs, or if excess funds are not available from the drain improvement project as addressed in paragraph 25 hereof, then Sterling shall not be required to seek dedication of the described portion of Crystal Crossing Drive as a public road, but instead shall mill off the existing asphalt, grade and compact millings, and install 3 inches of asphalt in one or more lifts with the described portion of Crystal Crossing Drive remaining a private road. In such event Crystal Wood Estate Association shall modify the Master Deed for Crystal Wood Estate to grant to the owners of property in the Project full rights to use Crystal Crossing Drive and to address the responsibility of those owners for repair, maintenance, and replacement of the road as provided in paragraphs 17 and 18 hereof.

17. Pending dedication of Crystal Crossing Drive as a public road, if ever, Sterling initially and the unit owners after establishment of the new Project, shall assume a 50/99 portion of the repair, maintenance, and replacement, obligations for that portion of Crystal Crossing Drive lying west of the Project's easterly boundary. As a result, allocation of costs associated with repair, maintenance, and replacement for that portion of Crystal Crossing Drive lying west of the Project's easterly boundary shall be as follows:

- a. Crystal Wood Estate: 21/99
- b. Crystal Wood: 28/99
- c. The new Project: 50/99

18. The obligation to pay for snowplowing for Crystal Crossing Drive shall be allocated among Crystal Wood Estate, Crystal Wood, and the new Project as follows:

- a. Crystal Wood Estate: 21/99



- b. Crystal Wood: 28/99
- c. The new Project: 50/99

19. Sterling shall improve the private roads Wood Court, Wood Point, Crystalwood, and Wood Lane by installing one and one-half inches of asphalt. These roads shall remain private and the repair, maintenance (including snowplowing), and replacement shall be the responsibility of property owners within the Project.

20. If the work to be done by Sterling for improvement of Crystal Crossing Drive can be accomplished within the financial limits described in paragraph 16 hereof, the improvement and dedication of that portion of Crystal Crossing Drive lying west of the Project's easterly boundary as a public road and the improvements to Wood Court, Wood Point, Crystalwood, and Wood Lane shall be undertaken as soon as practicable following receipt of Livingston County Road Commission approval of the work. The improvements to Crystal Crossing Drive, Wood Court, Wood Point, Crystalwood, and Wood Lane shall be financed by establishment of a special assessment district for that purpose on all units in the proposed Project.

21. The provisions of the Consent Judgment restated in paragraph 3 above shall apply to all Plaintiffs. However, as it relates to Sterling's obligations and the proposed new Project, paragraphs 3(a), 3(d), 3(f), 3(g), 3(i), 3(n), 3(o), 3(p), 3(q), and 3(r) shall not apply. Except as it relates to road improvements as described herein, and the requirements of paragraph 22 and 23 hereof, Sterling shall have no obligation to complete unfinished work or repair or replace landscaping or other improvements required by the Consent Judgment that are outside of the new Project.

22. As it relates to trees depicted on the currently approved site plan, Sterling shall only be required to plant trees on Units 4 and 5 of the new Project.

23. Sterling shall plant 2½ inch to 3 inch diameter deciduous trees along the rear lot lines of proposed site condominium Units 1, 2, 3, 4, and 37 and along the southerly side lot line of proposed site condominium Unit 29, with two trees to be planted on each of said building sites. Sterling shall plant 20 eight foot concolor fir or Norway spruce trees at locations to be determined by the Township.

24. Sterling shall undertake the work necessary to have the storm drains within the proposed Project accepted as public drains; provided such work can be accomplished for \$12,000 or less. If this condition cannot be met, and if excess funds are not available from the road improvement project as addressed in paragraph 25 hereof, or if the storm drains within the Project are not accepted by the Livingston County Drain Commissioner as public drains, then Sterling shall establish the storm drains to the Township specifications required for private storm drains.

25. Notwithstanding any other provision of this First Amended and Restated Consent Judgment to the contrary, if the work required of Sterling for road improvements that are subject to the \$44,000 limit as described in paragraph 16 hereof or the work required of Sterling for drain improvements that are subject to the \$12,000 limit as described in paragraph 24 hereof, can be accomplished for a total of \$56,000 for both improvements, then Sterling shall be obligated to complete both improvements by utilizing money excess to that allocated for one project for the other project.

26. The parties acknowledge that the matters governed by this First Amended and Restated Consent Judgment are complex and difficult to address in great detail and for that reason each party shall work cooperatively and in good faith with the other parties to implement the rights, privileges, and obligations contained herein.

27. This First Amended and Restated Consent Judgment is binding on the parties, their heirs, successors and assigns and may only be amended by mutual consent. However, consent of parties not directly affected by a proposed amendment shall not be required.

28. This First Amended and Restated Consent Judgment shall be construed and enforced according to the laws of the state of Michigan with enforcement proceedings brought only in Livingston County Circuit Court. Prevailing parties in any such proceeding shall be entitled to recover all costs, attorney fees and necessary disbursements incurred in connection with the litigation.

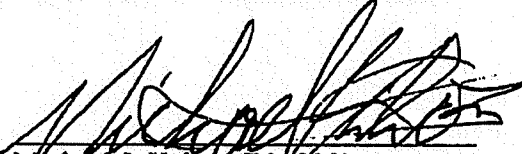
29. This First Amended and Restated Consent Judgment constitutes the entire agreement between the parties integrating all terms and conditions set forth herein and superseding all negotiations or previous agreements between the parties. Waivers of this integration provision shall be in writing and signed by the appropriate representatives of the Parties. Any and all amendments shall be made in writing.

30. This court shall retain jurisdiction of this matter for the purpose of enforcing compliance by the Parties.


Pursuant to MCR 2.602, this Judgment resolves the last pending claim and closes this case.

MICHAEL P. HATTY P-30900  
CIRCUIT COURT JUDGE

Approved as to Form & Substance:

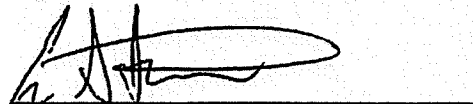
  
Michael J. Kehde (P35839)  
Attorneys for Defendants

Date: 11-21-13

  
Phillip G. Adkison (P26303)  
Attorney for Plaintiff  
Sterling Land Ventures, LLC

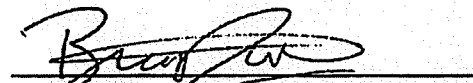
Date: November 15, 2013

Crystal Wood Estate Association

  
By: Eric Stiller  
Its: President

Date: NOVEMBER 18, 2013

Crystal Wood Condominium Association

  
By: Brian Riordan  
Its: President

Date: 11/19/13

LAW OFFICE'S ADKISON, NEED & ALLEN P.L.C. 40350 WOODWARD, SUITE 200, BLOOMFIELD HILLS, MICHIGAN 48304 (248) 540-7400 FAX (248) 540-7401



**SITE DATA:**

OVERALL SITE AREA (EXCLUDING CRYSTAL CROSSING DRIVE R.O.W.): 218.9 AC

MULTI-FAMILY & ROAD RIGHT-OF-WAYS AREA: 28.4 AC

SINGLE-FAMILY AREA: 210.5 AC

PROPOSED SINGLE-FAMILY SETBACKS  
 FRONT: 20' (FROM BACK OF CURB)  
 FRONT: 20' (FROM CRYSTAL CROSSING DR. R.O.W.)  
 SIDE: 5' (10' MIN. BETWEEN BUILDINGS)  
 REAR: 25'

NUMBER OF SINGLE-FAMILY LOTS: 50

\* AREAS LISTED BELOW ARE FROM BACK OF CURB TO LOT LINES SHOWN.

**UNIT DATA TABLE:**

NO.	AREA (SQ. FT.)	WIDTH (FT.) AT FRONT SETBACK
1	5,320	55.50
2	7,254	62.71
3	12,310	128.01
4	5,203	54.24
5	5,203	54.24
6	5,203	54.24
7	5,203	54.24
8	5,203	54.24
9	5,203	54.24
10	5,203	54.24
11	5,203	54.24
12	5,203	54.24
13	5,203	54.24
14	5,203	54.24
15	5,203	54.24
16	5,203	54.24
17	5,203	54.24
18	5,203	54.24
19	5,203	54.24
20	5,203	54.24
21	5,203	54.24
22	5,203	54.24
23	5,203	54.24
24	5,203	54.24
25	5,203	54.24
26	5,203	54.24
27	5,203	54.24
28	5,203	54.24
29	5,203	54.24
30	5,203	54.24
31	5,203	54.24
32	5,203	54.24
33	5,203	54.24
34	5,203	54.24
35	5,203	54.24
36	5,203	54.24
37	5,203	54.24
38	5,203	54.24
39	5,203	54.24
40	5,203	54.24
41	5,203	54.24
42	5,203	54.24
43	5,203	54.24
44	5,203	54.24
45	5,203	54.24
46	5,203	54.24
47	5,203	54.24

**ALPINE ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS

**RESIDENTIAL**  
 SUBDIVISIONS  
 SITE CONFORMANCE  
 LAYOUT PLANS  
 CONSTRUCTION LAYOUT

**SURVEYING**  
 ALTA SURVEYS  
 TOPOGRAHY SURVEYS  
 PARCEL SURVEYS

**COMMERCIAL**  
 SITE PLANNING  
 SITE ENGINEERING  
 INDUSTRIAL SITES  
 LAND SURVEYING  
 CONSTRUCTION LAYOUT

46892 WEST ROAD  
 SUITE 100  
 HOWLAND, MICHIGAN 49377

(248) 826-3704 (BUS)  
 (248) 826-3705 (CELL)  
 WWW.ALPI-ENG.COM

3 WORKING DAYS BEFORE  
 YOU DO CALL M55 DC  
 1.800.482.7171  
 (TOLL FREE)

CLIENT: **ECHELON HOMES**

**SITE PLAN**

SECTION: 3

CRYSTAL WOOD  
 TOWNSHIP-24  
 MARION TOWNSHIP  
 LIVINGSTON COUNTY  
 MICHIGAN

RANGE-4E

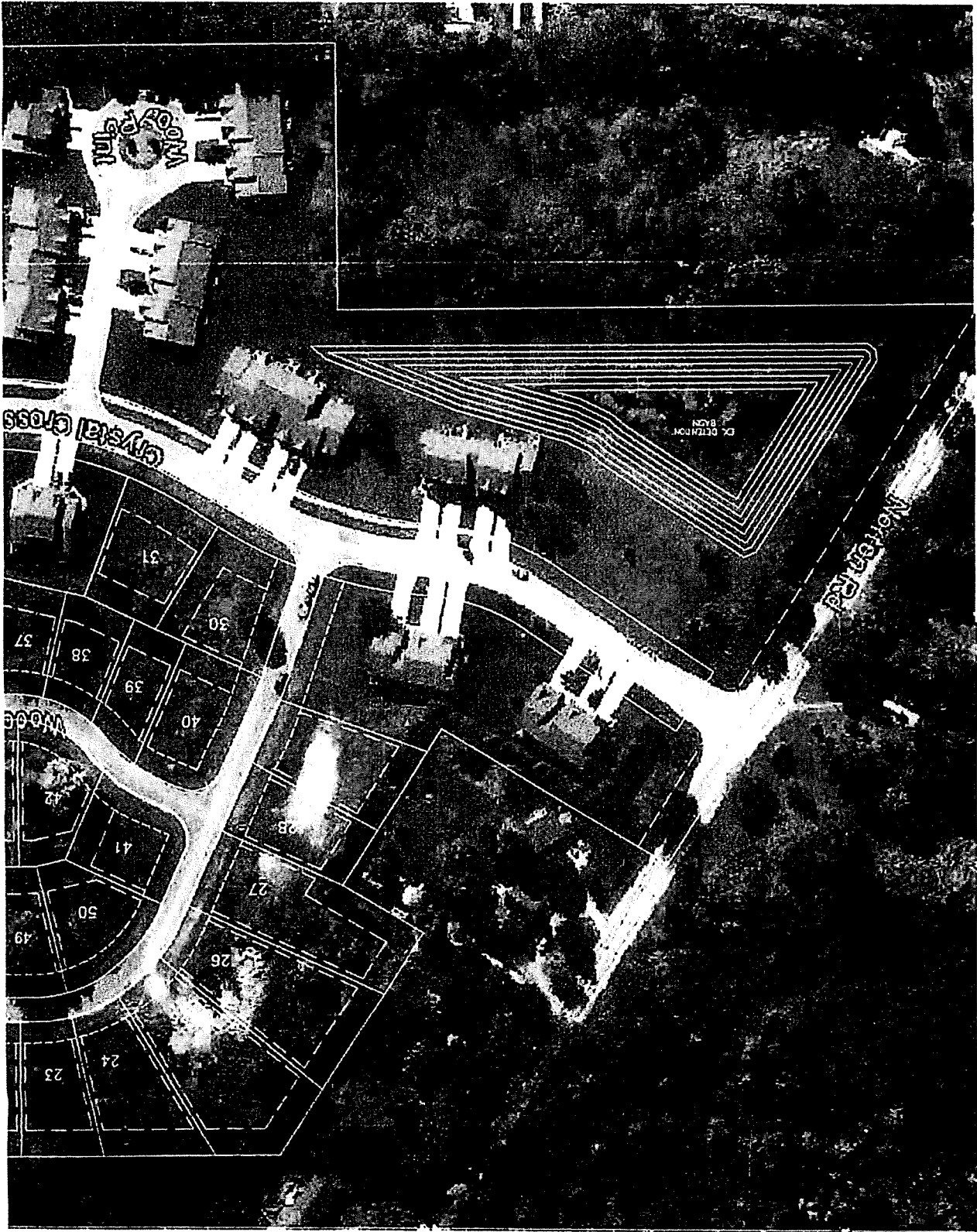
REVISED  
 2012/11/01 PER CLIENT  
 2012/11/06 ADD UNIT DATA TABLE  
 2013/10/22 PER CC UTILITIES

DATE: 2013-10-22

DRAWN BY: TD/CX

CHECKED BY: TD/CX

SCALE: 1" = 40 FT.  
 12-233



## Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575  
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628  
Internet Address: [www.livingstonroads.org](http://www.livingstonroads.org)

May 9, 2013

Mr. Robert Hanvey, Supervisor  
Marion Township  
2877 W. Coon Lake Road  
Howell, MI 48843

Re: Crystal Wood Site Condominium, Marion Township, Section 3

Dear Mr. Hanvey:

We discussed the status of Crystal Wood Site Condominium with the Board of County Road Commissioners of the County of Livingston at its meeting of April 25. I agreed to send written correspondence detailing the engineering tasks that have to be completed prior to consideration of acceptance of Crystal Crossing Drive and Crystal Court into the public road system. As you know, the Board of County Road Commissioners of the County of Livingston granted concept approval for the acceptance of these streets on May 11, 2000. In their resolution of that date, they stated that the approval was for a period not to exceed two years (May 11, 2002).

The Board concurred with the staff recommendation that certain engineering issues had to be resolved prior to consideration of street acceptance. Inasmuch as you were present at the meeting, I believe that you have a good understanding of these issues. You contacted Jodie Tedesco and authorized her to arrange on behalf of the township for a FWD analysis and video of the proposed public drainage system. It is our understanding that these costs will be reimbursed by the township. The tasks are discussed below briefly.

- **Requests** – The current developer(s) must request an extension of the Board's Concept Approval from May 11, 2000. Also, a written request to accept Crystal Crossing Drive and Crystal Court into the public road system must be obtained from the Owner seeking dedication.
- **Right-of-way** – Confirm all right-of-way and convey it to the Livingston County Road Commission.
- **Utility Locations** – Confirm and determine if utilities are properly located with the right-of-way
- **Storm Drains** – Clean and televise enclosed storm drains to determine if the pipe was in good condition when installed and that no open joints have occurred since installation. The TV survey will be conducted by Advanced Underground Inspection. The Board rules require all new plats and site condominiums discharge to a county drain. It is our understanding from the Livingston County Drain Commission that this phase has not been completed. The developer must establish the drainage district

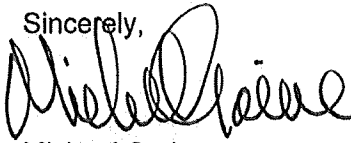
Mr. Robert Hanvey  
May 9, 2013  
Page 2 of 2

for the storm drains in this site condominium prior to acceptance of the roads into the public road system.

- **Road Base Integrity** – Conduct a falling weight deflectometer analysis of the grade to determine its condition. Obtain physical cores at several locations to determine if aggregate type and thickness was in accordance with the plans. This analysis is underway. The data were obtained on May 2 and a report is expected shortly. Cores will be scheduled.
- **Pavement Condition** – Remove existing failed HMA leveling course and replace it. The HMA top course will need to be placed.
- **Construction Timing** – The LCRC does not want to construct the pavements until the home construction is completed. I believe there is general agreement about that. We are interested in learning the developer's schedule in this matter.

Please feel free to call me to discuss any of these issues.

Sincerely,



Michael Craine  
Managing Director

Cc: File  
Jodie Tedesco, LCRC  
Kim Hiller, LCRC  
Ken Recker, LCDC

Cc: File



July 16, 2018

Rick Elkow

Sterling Land Ventures, LLC

Rick:

I'm still trying to resolve the paving of the Crystalwood projects. There have been several versions of the "Agreement... in Lieu of" that included the road called Crystal Court. I have pointed out that paving Crystal Court was not your obligation (email dated 11-06-2017) under the current version of the consent judgement. The most recent version of the "Agreement... in Lieu of" still includes Sterling paying for the paving of Crystal Court.

Marion Township is not opposed to you paying for paving that road but the estimate provided by T & M Asphalt dated 8/24/2017 for \$156,961 is for 91,638 SF that is short of the total for the roads named in the most recent proposed agreement by about 36,000 SF.

We need to resolve the scope of the paving project and the estimated costs before the agreement can be finalized.

We think that the paving should not be done until home construction is completed but the board would like to include a time-frame for when the paving will be done. Something like within 30 days after the last certificate of occupancy or when the 48<sup>th</sup> unit is completed.

There probably would be cost savings if all the roads were paved at the same time.

I don't know if the Master Deed for Estates has been modified to allow CW II to use the road yet.

Thanks

Bob Hanvey

## **Agreement to Pay for Road Improvement in Lieu of Special Assessment**

This is an agreement between Crystal Wood Ventures, LLC, successor in interest to Sterling Land Ventures, LLC (hereafter “Sterling”) and Marion Township (hereafter the “Township”) relating to payment of costs and expenses necessary to improve the roads known as Crystal Crossing Drive and Crystal Court and to construct the roads known as Crystalwood Circle, Wood Court, Wood Point, and Wood Lane. Sterling and the Township are sometimes referred to individually as a “Party” and as “Parties” collectively in this agreement.

### Background

On November 25, 2013 the Livingston County Circuit Court entered a First Amended and Restated Consent Judgment (hereafter “Consent Judgment”) between Sterling and the Township. The Consent Judgment required Sterling to use its best efforts to have Crystal Crossing Drive and Crystal Court dedicated as public roads.

The Consent Judgment also required Sterling to pay all costs and expenses associated with obtaining Livingston County Road Commission acceptance of Crystal Court and Crystal Crossing Drive lying west of the boundary of the “Project” (as that term was defined in the Consent Judgment) as a public road, including payment of all expenses associated with improvements required for Crystal Court and the described portion of Crystal Crossing Drive being accepted as a public roads up to \$44,000.

The Consent Judgment provides that if Crystal Court and Crystal Crossing Drive are not accepted as public roads that Sterling shall undertake certain improvements as described in the Consent Judgment and pave the private roads known as Wood Court, Wood Point, Crystalwood Circle, and Wood Lane with the costs to be paid by imposition of a Special Assessment District on benefitting properties in the “Project”. As of the date of this Agreement, Crystal Court and Crystal Crossing Drive have not been accepted as public roads and a Special Assessment District has not been established to pay for the construction and improvement of Wood Court, Wood Point, Crystalwood Circle, and Wood Lane as contemplated by the Consent Judgment.

Crystal Wood Ventures, LLC (“Crystal Ventures”) has built houses on and sold some units in the “Project” while other units are vacant and still owned by Crystal Ventures. In the absence of the establishment of a Special Assessment District, the Township desires to secure funds to pay for the required improvements. .

The Parties desire to ensure funding of those improvements required by the Consent Judgment by entering into this Agreement, rather than amending the Consent Judgment, because doing so would not be a material change to the requirements of the Consent Judgment and would be more efficient and less costly an amendment. Changing the manner of payment for the required

improvements to a cash basis rather than requiring creation of a special assessment is also consistent with paragraph 26 of the Consent Judgment which obligates the Parties to work together cooperatively to implement the requirements of the Consent Judgment.

### Agreement

The Parties Agree as follows:

1. Crystal Ventures shall not be required to establish a Special Assessment District as provided in the Consent Judgment. Instead Crystal Ventures shall advance funds sufficient in amount to complete the required work to be held in a Township Escrow Account as provided herein.
2. The Parties agree that \$156,981 represents a reasonable estimate of the cost complete the required paving of Crystal Court and Crystal Crossing Drive and the construction of Wood Court, Wood Point, Crystalwood **Circle**, and Wood Lane as required by the Consent Judgment and that Crystal Ventures will deposit that sum with the Township (hereafter the "Escrowed Funds") as set forth herein.
3. As of the date of this Agreement, Crystal Ventures has sold 36 of the 50 units in the "Project".
4. The \$156,981 required to complete the road improvements amounts to \$3,139.62 for each of the 50 units in the Project. Upon execution of this Agreement Crystal Ventures shall deposit with the Township the sum of \$50,000. On July 20, 2018 Crystal Ventures will deposit an additional \$63,026.32 with the total funds deposited representing \$3,139.62 for each of the 36 lots sold to date. Additionally, Crystal Ventures will deposit with the Township \$3,139.62 for any lots sold between the time of the initial deposit and July 20, 2018. Thereafter, Crystal Ventures will deposit \$3139.62 as each lot is sold.
5. The Township shall release the Escrowed Funds to Crystal Ventures and Crystal Ventures' contractor for completed work with respect to Crystal Court and Crystal Crossing Drive upon written request by Crystal Ventures and Crystal Ventures' contractor following inspection and approval by the Township's engineer.
6. The Township shall also release the Escrowed Funds to Crystal Ventures and Crystal Ventures' contractor to pay for completed work on Wood Court, Wood Point, Crystalwood **Circle**, and Wood Lane upon written request by Crystal Ventures and Crystal Ventures' contractor following inspection and approval by the Township's engineer.

7. The costs for engineering inspections shall be paid separately by Crystal Ventures to the Township and not from the Escrowed Funds.
8. If, as work proceeds, it appears that the cost to complete the required work will exceed the \$156,981 estimate or the balance in Escrowed Funds then the shortfall shall be paid by Crystal Ventures to the Township on a pro-rata basis as remaining lots in the Project are closed.
9. If upon completion of the required work and payment by the Township any Escrowed Funds remain unused, such funds shall be returned to Crystal Ventures within 30 days of a written request for same by Crystal Ventures.

**Crystal Wood Ventures, LLC**  
1042 North Milford Road, Suite 201  
Milford Michigan, 48381

---

By Richard G. Elkow, its Managing Member

**Marion Township**  
2877 West Coon Lake Road  
Howell Michigan, 48843

---

By Bob Hanvey, its Supervisor

# Untitled Map

Write a description for your map.

Legend



Google earth

© 2016 Google

## Bob Hanvey

---

**From:** Westmoreland, Phil A. <philaw@spicergroup.com>  
**Sent:** Thursday, May 04, 2017 5:23 PM  
**To:** supervisor@mariontownship.com  
**Subject:** Crystal Woods paving  
**Attachments:** Engineers Estimate 2017-05-03.pdf

Bob –

Here are the estimates for paving the sections of Crystal Wood. We tried to be somewhat conservative but there is a lot of the base material (well, almost all of it) that could be replaced. Depends on how picky you want to get.

Call me if you have questions. Thanks.

**Phil Westmoreland** | Senior Project Manager I

**SPICER GROUP, INC.**

Office: 734-823-3308 | Cell: 517-375-9449

[www.spicergroup.com](http://www.spicergroup.com)

Stronger. Safer. Smarter. *Spicer.*

CONFIDENTIALITY: This communication, including attachments, is for the exclusive use of the addressee(s) and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, or distribution or the taking of any action in reliance upon this information is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and delete this communication and destroy all copies.



May 26, 2017

ESTIMATE FOR: Crystal Wood - Full Removal & Replacement of Existing HMA  
MARION TOWNSHIP

DIVISION 1 - CRYSTAL CROSSING

Item No.	Est. Qty	Unit	Description	Unit Price	Amount
1	115	CYD	Excavation	\$ 14.00	\$ 1,610.00
2	3,850	SYD	HMA Surface, Rem	\$ 6.00	\$ 23,100.00
3	130	CYD	Subgrade Undercut, Type II	\$ 20.00	\$ 2,600.00
4		LFT	Curb, Rem	\$ 10.00	\$ -
5	575	SYD	Aggregate Base, 7 Inch, 22A	\$ 7.00	\$ 4,025.00
6	335	TON	HMA Base, 4E	\$ 100.00	\$ 33,500.00
7	335	TON	HMA Top, 4E	\$ 100.00	\$ 33,500.00
8		LFT	Curb and Gutter, Conc, Det D2	\$ 30.00	\$ -
9		EA	Drainage Structure, Adj	\$ 500.00	\$ -
SUBTOTAL					\$ 96,725.00
CONTINGENCY (~20%):					\$ 19,275.00
<b>DIVISION 1 CONSTRUCTION COST:</b>					<b>\$ 116,000.00</b>

This division of work involves a complete replacement of all pavement on Crystal Crossing from the joint at Norton rd approach to the limits of the Crystal Wood Phase II development, including approaches to intersecting streets as far as the Crystal Crossing ROW lines. The removal of pavement is covered by the item *HMA Surface, Rem* and the new pavement is covered by items *HMA Base, 4E* and *HMA Top, 4E*. There are also items to be used at the engineer's discretion to replace portions of the aggregate and sub bases as necessary. where new aggregate is required, the item *Excavation* will be used to remove 7" of material beneath the HMA section, and *Aggregate Base, 7 inch, 22A* to fill that area of the cross section with 7 inches of 22A aggregate base. Where the subbase requires improvement, the item *Subgrade Undercut, Type II* will be used to remove material, to a depth determined in the field by the engineer, and replace with Class II granular material.



May 26, 2017

ESTIMATE FOR: Crystal Wood - Full Removal & Replacement of Existing HMA  
MARION TOWNSHIP

DIVISION 2 - Crystal Court

Item No.	Est. Qty	Unit	Description	Unit Price	Amount
1	126	CYD	Excavation	\$ 14.00	\$ 1,764.00
2	4,251	SYD	HMA Surface, Rem	\$ 6.00	\$ 25,506.00
3	150	CYD	Subgrade Undercut, Type II	\$ 20.00	\$ 3,000.00
4		LFT	Curb, Rem	\$ 10.00	\$ -
5	642	SYD	Aggregate Base, 7 Inch, 22A	\$ 7.00	\$ 4,494.00
6	375	TON	HMA Base, 4E	\$ 100.00	\$ 37,500.00
7	375	TON	HMA Top, 4E	\$ 100.00	\$ 37,500.00
8		LFT	Curb and Gutter, Conc, Det D2	\$ 30.00	\$ -
9		EA	Drainage Structure, Adj	\$ 500.00	\$ -
SUBTOTAL					\$ 108,000.00
CONTINGENCY (~20%):					\$ 22,000.00
<b>DIVISION 2 CONSTRUCTION COST:</b>					<b>\$ 130,000.00</b>

This division of work involves a complete replacement of all pavement on Crystal Crossing from the limits of the Crystal Wood Phase II development to Crystal Court, as well as the entire length of Crystal Court. The removal of pavement is covered by the item HMA Surface, Rem and the new pavement is covered by items HMA Base, 4E and HMA Top, 4E. There are also items to be used at the engineer's discretion to replace portions of the aggregate and sub bases as necessary. where new aggregate is required, the item Excavation will be used to remove 7" of material beneath the HMA section, and Aggregate Base, 7 inch, 22A to fill that area of the cross section with 7 inches of 22A aggregate base. Where the subbase requires improvement, the item Subgrade Undercut, Type II will be used to remove material, to a depth determined in the field by the engineer, and replace with Class II granular material.





May 26, 2017

ESTIMATE FOR: Crystal Wood - Full Removal & Replacement of Existing HMA /  
MARION TOWNSHIP

DIVISION 3 - Crystal Wood II

Item No.	Est. Qty	Unit	Description	Unit Price	Amount
1	230	CYD	Excavation	\$ 14.00	\$ 3,220.00
2	6,100	SYD	HMA Surface, Rem	\$ 6.00	\$ 36,600.00
3	330	CYD	Subgrade Undercut, Type II	\$ 20.00	\$ 6,600.00
4	4	LFT	Curb, Rem	\$ 10.00	\$ 40.00
5	1,200	SYD	Aggregate Base, 7 Inch, 22A	\$ 7.00	\$ 8,400.00
6	535	TON	HMA Base, 4E	\$ 100.00	\$ 53,500.00
7	535	TON	HMA Top, 4E	\$ 100.00	\$ 53,500.00
8	12	LFT	Curb and Gutter, Conc, Det D2	\$ 30.00	\$ 360.00
9	1	EA	Dr Structure Cover, Adj, Case 1	\$ 500.00	\$ 500.00
SUBTOTAL					\$ 159,500.00
CONTINGENCY (~20%):					\$ 31,500.00
<b>DIVISION 3 CONSTRUCTION COST:</b>					<b>\$ 191,000.00</b>

This division of work involves a complete replacement of all pavement in the Crystal Wood Phase II development, excluding pavement within the ROW of Crystal Crossing. The removal of pavement is covered by the item HMA Surface, Rem and the new pavement is covered by items HMA Base, 4E and HMA Top, 4E. There are also items to be used at the engineer's discretion to replace portions of the aggregate and sub bases as necessary. where new aggregate is required, the item Excavation will be used to remove 7" of material beneath the HMA section, and Aggregate Base, 7 inch, 22A to fill that area of the cross section with 7 inches of 22A aggregate base. Where the subbase requires improvement, the item Subgrade Undercut, Type II will be used to remove material, to a depth determined in the field by the engineer, and replace with Class II granular material. There is a manhole on Crystal Wood between Crystal Crossing Dr and Wood Ln that will require adjustment, and the adjacent curb will have to be cut at the joints and a section replaced.



May 3, 2017

ESTIMATE FOR: Crystal Wood  
MARION TOWNSHIP

DIVISION 1 - CRYSTAL CROSSING

Item No.	Est. Qty	Unit	Description	Unit Price	Amount
1	25	CYD	Excavation	\$ 14.00	\$ 350.00
1	130	SYD	HMA Surface, Rem	\$ 6.00	\$ 780.00
2	150	SYD	Cold Milling	\$ 3.00	\$ 450.00
3	30	CYD	Subgrade Undercut, Type II	\$ 20.00	\$ 600.00
4		LFT	Curb, Rem	\$ 10.00	\$ -
6	130	SYD	Aggregate Base, 7 Inch, 22A	\$ 7.00	\$ 910.00
7		TON	HMA Base, 4E	\$ 100.00	\$ -
8	290	TON	HMA Top, 4E	\$ 100.00	\$ 29,000.00
9	12	TON	HMA Hand Patch	\$ 105.00	\$ 1,260.00
10		LFT	Curb and Gutter, Conc, Det D2	\$ 30.00	\$ -
11		EA	Drainage Structure, Adj	\$ 500.00	\$ -
SUBTOTAL					\$ 33,000.00
CONTINGENCY (~20%):					\$ 7,000.00
<b>DIVISION 1 CONSTRUCTION COST:</b>					<b>\$ 40,000.00</b>

This division of work involves HMA patching on Crystal Crossing from the joint at the Norton Rd approach to the limits of the Crystal Wood Phase II development, including approaches to intersecting streets as far as the Crystal Crossing ROW lines. The HMA removal is covered by the item *HMA Surface, Rem* and the item *Excavation* covers the removal of material within patches to a depth of 7". At the engineer's discretion, the item *Subgrade Undercut, Type II* may be used to remove additional material found to be unsuitable and replace with Class II granular material. *Aggregate Base, 7 inch, 22A* will then be used to fill the excavated area 7 inches below the bottom of the pavement section. The item *HMA Hand Patch* will be used for placing HMA in these patches to match the existing levelling course grade. There are areas along the curb where the levelling course is too high to allow a reasonable thickness in the top course along the curbline. In these areas, at the engineer's discretion, contractor will mill the existing HMA to a point such that the HMA surface is about 1-1/4" below the curb. This work will be paid with the *Cold Milling* item. Then the entire road within the limits of this Division will be topped with *HMA Top, 4E*.



May 3, 2017

ESTIMATE FOR: Crystal Wood  
MARION TOWNSHIP

DIVISION 2 - Crystal Court

Item No.	Est. Qty	Unit	Description	Unit Price	Amount
1	21	CYD	Excavation	\$ 14.00	\$ 294.00
1	110	SYD	HMA Surface, Rem	\$ 6.00	\$ 660.00
2	90	SYD	Cold Milling	\$ 3.00	\$ 270.00
3	25	CYD	Subgrade Undercut, Type II	\$ 20.00	\$ 500.00
4		LFT	Curb, Rem	\$ 10.00	\$ -
6	110	SYD	Aggregate Base, 7 Inch, 22A	\$ 7.00	\$ 770.00
7		TON	HMA Base, 4E	\$ 100.00	\$ -
8	380	TON	HMA Top, 4E	\$ 100.00	\$ 38,000.00
9	12	TON	HMA Hand Patch	\$ 105.00	\$ 1,260.00
10		LFT	Curb and Gutter, Conc, Det D2	\$ 30.00	\$ -
11		EA	Drainage Structure, Adj	\$ 500.00	\$ -
SUBTOTAL					\$ 41,460.00
CONTINGENCY (~20%):					\$ 8,540.00
<b>DIVISION 2 CONSTRUCTION COST:</b>					<b>\$ 50,000.00</b>

This division of work involves HMA patching on Crystal Crossing from the limits of the Crystal Wood Phase II development to Crystal Court, as well as the entire length of Crystal Court. The HMA removal is covered by the item *HMA Surface, Rem* and the item *Excavation* covers the removal of material within patches to a depth of 7". At the engineer's discretion, the item *Subgrade Undercut, Type II* may be used to remove additional material found to be unsuitable and replace with Class II granular material. *Aggregate Base, 7 inch, 22A* will then be used to fill the excavated area 7 inches below the bottom of the pavement section. The item *HMA Hand Patch* will be used for placing HMA in these patches to match the existing levelling course grade. There are areas along the curb where the levelling course is too high to allow a reasonable thickness in the top course along the curbline. In these areas, at the engineer's discretion, contractor will mill the existing HMA to a point such that the HMA surface is about 1-1/4" below the curb. This work will be paid with the *Cold Milling* item. Then the entire road within the limits of this Division will be topped with *HMA Top, 4E*.



May 3, 2017

ESTIMATE FOR: Crystal Wood  
MARION TOWNSHIP

DIVISION 3 - Crystal Wood II

Item No.	Est. Qty	Unit	Description	Unit Price	Amount
1	230	CYD	Excavation	\$ 14.00	\$ 3,220.00
1	1,440	SYD	HMA Surface, Rem	\$ 6.00	\$ 8,640.00
2	350	SYD	Cold Milling	\$ 3.00	\$ 1,050.00
3	330	CYD	Subgrade Undercut, Type II	\$ 20.00	\$ 6,600.00
4	4	LFT	Curb, Rem	\$ 10.00	\$ 40.00
6	1,140	SYD	Aggregate Base, 7 Inch, 22A	\$ 7.00	\$ 7,980.00
7	160	TON	HMA Base, 4E	\$ 100.00	\$ 16,000.00
8	155	TON	HMA Top, 4E	\$ 100.00	\$ 15,500.00
9	20	TON	HMA Hand Patch	\$ 105.00	\$ 2,100.00
10	12	LFT	Curb and Gutter, Conc, Det D2	\$ 30.00	\$ 360.00
11	1	EA	Dr Structure Cover, Adj, Case 1	\$ 500.00	\$ 500.00
SUBTOTAL					\$ 58,770.00
CONTINGENCY (~20%):					\$ 12,230.00
<b>DIVISION 3 CONSTRUCTION COST:</b>					<b>\$ 71,000.00</b>

This division of work involves HMA patching on all roads in the Crystal Wood Phase II development, excluding pavement within the ROW of Crystal Crossing. The HMA removal is covered by the item *HMA Surface, Rem* and the item *Excavation* covers the removal of material within patches to a depth of 7". At the engineer's discretion, the item *Subgrade Undercut, Type II* may be used to remove additional material found to be unsuitable and replace with Class II granular material. *Aggregate Base, 7 inch, 22A* will then be used to fill the excavated area 7 inches below the bottom of the pavement section. The item *HMA Hand Patch* will be used for placing HMA in these patches to match the existing levelling course grade. There are areas along the curb where the levelling course is too high to allow a reasonable thickness in the top course along the curbline. In these areas, at the engineer's discretion, contractor will mill the existing HMA to a point such that the HMA surface is about 1-1/4" below the curb. This work will be paid with the *Cold Milling* item. There will be no HMA patching on Wood Pt. This road surface will be completely removed, and about 75% of the aggregate base replaced. There is quantity for about 75% of the surface to be undercut as well. After aggregate is replaced, Wood Pt will be paved with *HMA Base, 4E*. There is a manhole on Crystal wood between Crystal Crossing Dr and Wood Ln that will require adjustment, and the adjacent curb will have to be cut at the joints and a section replaced. All roads in this Division will be topped with *HMA Top, 4E*.



Contract Proposal

# T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 684-2300

Fax (248) 685-0580

To: Echelon Home Builders

Date: 8/24/2017

Rick Elkow  
248-417-8594

Project:  
Crystal Wood  
Marion Twp., MI

### DESCRIPTION

1. Pulverize existing asphalt pavement full depth
2. Reshape grade to allow for 3" asphalt cross section and compact
3. Install 3" of #1100 asphalt in two lifts w/ tack

COST FOR THIS WORK: 91,638 SF..... \$156,981.00

### Note:

Bonds, permits, inspection/testing fees, traffic control devises, survey & layout excluded  
 Work within the Norton Rd. Right-of-Way limits is excluded.  
 The prices quoted above may be subject to change if not accepted within 10 days.  
 Any structure adjustments within the roadway that may be necessary are \$250/ea

Payment for work shall be made within 15 days of presentment of monthly requests for payment.

This is a unit price quotation, with quantities to be verified upon completion. Contract amount shall be determined by extending verified quantites at quoted unit prices, and any modification resulting from change in material prices.

This is a lump sum quotation, except for modification resulting from change in material prices.

A finance charge of 1 1/2% per month will be added each month on all past due accounts, an annual rate of 18%.

ACCEPTED: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I HAVE READ AND AGREE TO THE CONDITIONS ON PAGE TWO.

  
 \_\_\_\_\_  
 Duly Authorized Signature

Accepted \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

The prices quoted above may be subject to change if not accepted within 10 days.

## GENERAL CONDITIONS

- NO ORAL AGREEMENTS:** It is expressly understood that all the terms, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.
- APPROVAL:** This proposal will not be binding upon Contractor until the signed Acceptance has been received, checked and signed by an officer of Contractor.
- PAYMENT OF COSTS:** Customer shall pay to Contractor all costs and expenses including, without limitation, reasonable attorney fees, and the fees of any collection agencies and court costs incurred by Contractor in exercising any of its rights or remedies hereunder when enforcing any of the terms, conditions or provisions hereof.
- CHANGES:** No changes or alterations in the specifications shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.
- ESTIMATED OR APPROXIMATE QUANTITIES:** Quantities and areas in this proposal are approximate, arrived at for estimating purposes only, and it is understood that payment is to be made on actual quantities of work completed and actual areas covered unless otherwise indicated.
- PROPERTY LINES:** Customer shall establish and designate property lines, and Customer shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Customer trespass on other property, and Customer shall also be responsible for any damages caused thereby to the owner of such other property.
- DELAYS:** Unless otherwise stated, Customer shall properly prepare and deliver the jobsite to Contractor within 30 days of Contractor's Acceptance of this Proposal. Contractor shall complete the job within a reasonable time but shall not be liable for delays beyond its control. Customer caused delays shall entitle Contractor to delay damages.
- PERMITS:** Customer shall obtain and pay for any and all permits or assessments required to perform the work.
- WET OR UNSTABLE SUBGRADE:** Customer shall provide a suitable dry and stable subgrade. Customer shall be responsible for resulting costs and expenses due to requiring Contractor to place the materials on an unsuitable subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract.
- REPRODUCTION OF CRACKS:** When resurfacing concrete, brick or asphalt pavement the Contractor is not responsible for the reproduction of cracks or expansion joints which may occur.
- MINIMUM GRADE:** Customer shall provide all lines and grades. Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the Customer directs contractions with less than a minimum of 1%, it is understood that waterponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 3/4 inch will be filled.
- STOCK PILING MATERIALS:** Contractor shall be permitted to stockpile materials necessary to the performance of its work on the property adjacent to the site of the work, without cost.
- UNDERGROUND STRUCTURES:** It is the Customer's responsibility to advise Contractor of the existence and location of all underground structures such as sewers, water and gas lines, etc. which might be encountered by Contractor in the performance of its work. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this Proposal, and of the location thereof as indicated in this Proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise, shall be borne by the Customer.
- SOIL CONDITION:** Should any unusual soil conditions be encountered not specifically referred to in this Proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Customer.
- TREE ROOTS:** Contractor shall not be responsible for damage to trees occasioned by the damage or removal of tree roots in preparing the road bed, nor shall Contractor be obligated to remove damaged or destroyed trees.
- HIDDEN OBJECTS:** Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred for the removal and disposal of such hidden objects shall be borne solely by the Customer and Contractor shall be reimbursed accordingly.
- ZONING REQUIREMENT & OTHER LOCAL REGULATIONS:** Contractor assumes no responsibility for determining whether Customer has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law. Customer shall, nevertheless, be obligated to pay for work performed as ordered.
- PAVEMENT THICKNESS:** Contractor's description of pavement and/or aggregate thickness refers to average thickness. Variations in actual thickness may occur. Contractor shall provide sufficient material to achieve the described average thickness.

25



2014R-001270  
RECORDED ON  
01/15/2014 1:31:45 PM  
SALLY REYNOLDS  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI 48843  
RECORDING: 82.00  
REMON: 4.00  
PAGES: 25

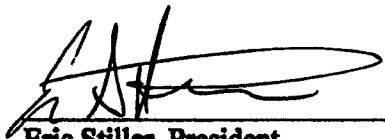
**AFFIDAVIT OF CO-OWNERS' CONSENT TO AMENDMENT OF MASTER DEED**

STATE OF MICHIGAN, COUNTY OF LIVINGSTON

The undersigned, Eric Stiller, being first duly sworn, states as follows:

1. That he is the President of Crystal Wood Condominium Association, a Michigan non-profit corporation, of 2280 Crystal Crossing Drive, Howell, Michigan 48843.
2. That the Association proposes to record the First Amendment to Master Deed of Crystal Wood, a condominium, with regard to the Master Deed recorded on December 4, 2000, in Liber 2869, Page 865, Livingston County Records, being Livingston County Condominium Subdivision Plan No. 211.
3. That the purpose of said First Amendment to Master Deed is to reduce the number of condominium units from 104 to 28 and to contract the boundaries of the Condominium to exclude 72 unbuilt condominium units with the land previously occupied by said 72 unbuilt units to be conveyed by the Association to Sterling Land Ventures, LLC, a Michigan limited liability company, of 2683 Lakeridge Avenue, Wixom, Michigan 48393 to be developed as a separate 50 unit site condominium project.
4. That Article VIII of said Master Deed requires the written consent of not less than two-thirds of all of the non-developer co-owners to the proposed First Amendment thereof.
5. That copies of the Co-Owners' Consent to Amendment of Master Deed of Crystal Wood forms signed by more than two-thirds of the 28 co-owners of Units (see attached Exhibit A legal description), evidencing their consent to the recording of the First Amendment to Master Deed of Crystal Wood, are attached hereto as Exhibit B.
6. That the purpose of this Affidavit is to evidence said co-owners' consent as a matter of public record.

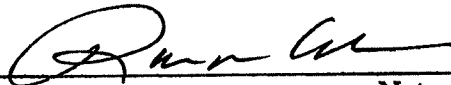
Dated: 1-14, 2014



Eric Stiller, President  
Crystal Wood Condominium Association

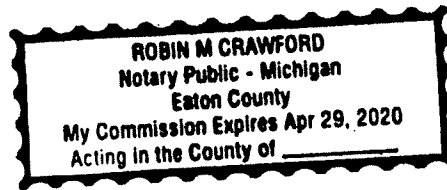
STATE OF MICHIGAN, COUNTY OF LIVINGSTON

The foregoing document was acknowledged before me this 14<sup>th</sup> day of January, 2014, by Eric Stiller, President of Crystal Wood Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

  
\_\_\_\_\_, Notary Public  
Eaton County, Michigan  
Acting in Livingston County  
My commission expires: 4-29-2020

This instrument prepared by and when recorded return to:

Karl R. Frankena  
Conlin, McKenney & Philbrick, P.C.  
350 S. Main Street, Suite 400  
Ann Arbor, Michigan 48104-2131  
734/761-9000



Recording fee: \$86

H:\KRF\CRYSTAL WOOD II\AFFIDAVIT.ERIC STILLER.20131231.WPD



**EXHIBIT A**  
**LEGAL DESCRIPTIONS**  
**ATTACHED TO AFFIDAVIT OF CO-OWNERS' CONSENT TO**  
**AMENDMENT OF MASTER DEED**

Units 5, 6, 7, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 68, 69, 70, 71, 72, and 79, Crystal Wood, a condominium according to the Master Deed thereof recorded in Liber 2869, Page 865, Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 211, and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed, and any amendments thereof, and is described in Act 59 of the Public Acts of 1978, as amended.

**Tax Code No.:**

4710-03-201-005, as to Unit 5	4710-03-201-020, as to Unit 20
4710-03-201-006, as to Unit 6	4710-03-201-021, as to Unit 21
4710-03-201-007, as to Unit 7	4710-03-201-023, as to Unit 23
4710-03-201-010, as to Unit 10	4710-03-201-024, as to Unit 24
4710-03-201-011, as to Unit 11	4710-03-201-068, as to Unit 68
4710-03-201-014, as to Unit 14	4710-03-201-069, as to Unit 69
4710-03-201-015, as to Unit 15	4710-03-201-070, as to Unit 70
4710-03-201-016, as to Unit 16	4710-03-201-071, as to Unit 71
4710-03-201-017, as to Unit 17	4710-03-201-072, as to Unit 72
4710-03-201-018, as to Unit 18	4710-03-201-079, as to Unit 79
4710-03-201-019, as to Unit 19	

**CO-OWNER'S CONSENT TO  
AMENDMENT OF MASTER DEED OF  
CRYSTAL WOOD**

The undersigned, co-owner(s) of Unit 5, in Crystal Wood, a condominium, located in the Township of Marion, Livingston County, Michigan, established pursuant to the Master Deed thereof as recorded in Liber 2869, Page 865, Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 211, hereby consent(s) to the amendment of said Master Deed for the purpose of allowing the Successor Developer, Sterling Land Ventures, LLC, a Michigan limited liability company, and its successors or assigns, to contract from the land in said condominium sufficient land to reduce the number of condominium units from the originally planned one hundred four (104) to no less than twenty-eight (28) and to use the land so contracted from the condominium for the construction of no more than fifty-~~two~~ (50) single family homes, in a separate site condominium, including the final paving of Crystal Crossing Drive and Wood Point, all of which shall be approved of in advance by the Township of Marion.

Dated: Aug 2, 2012

William Howell  
William Howell

Virginia Howell  
Virginia Howell

2283 Crystal Crossing Drive

This document prepared by:  
Karl F. Frankena, Esq.  
Conlin, McKenney & Philbrick, P.C.  
350 S. Main Street, Suite 400  
Ann Arbor, Michigan 48104  
734/761-9000

H:\KRF\CRYSTAL WOOD\AMEND.MASTER DEED.REVISED.20120731.WPD