

**MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, August 9, 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 26, 2018 Regular Meeting Minutes**
 - b.) Complaint Report**
 - c.) DPW Report**
 - d.) Zoning Report**
 - e.) July 26, 2018 Closed Session Minutes (Return)**
- 3.) Ordinance Conflicts(Bring Back)**
- 4.) LCRC-Coon Lake Road Invoices**
- 5.) Crystalwood Roads**
- 6.) Water/Sewer Billing**
- 7.) Brush mowing on the Sewer Easements**

Correspondence and Updates

Volante Case

Livingston County Updates

Call to the Public

Adjournment

*****Next Board Packet will be ready after 3pm on Tuesday, August 21st.**

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
JULY 26, 2018

DRAFT

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

MEMBERS ABSENT: Greg Durbin

OTHERS PRESENT: Phil Westmoreland, Spicer; 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

Debra Wiedman-Clawson, 2355 White Birch Trail, presented the board members with a packet of information related to the proposed Love county drain. She has a concern about the board being able to act in a timely manner. A copy of the packet is available for review at the township office.

Bob Chvala, 225 Summer Shade, was present to discuss his concerns about the disrepair of Mason Road; he's already discussed with the LCRC. He is requesting the township board consider repairing 9/10 of a mile. Dan Lowe said it would cost millions to repair the road properly. Bob Hanvey said this issue needs more investigation.

APPROVAL OF AGENDA

Items #7—Planning Commission Membership; #8—Solid Waste Grant, #9—Peavy Road Bridge, #10—Landscaping, and #11—Closed session with the attorney, were added to the agenda. Les Andersen motioned to approve as amended. Scott Lloyd seconded. **Motion carried.**

CONSENT AGENDA

Les Andersen motioned to approve the consent agenda. Duane Stokes seconded. **Motion carried.**

CEMETERY AND PARKS GENERAL ORDINANCES

The Planning Commission has recommended some changes in the language. Tammy Beal said that page 2, 6A of the Cemetery ordinance needs to include "one burial and two cremains." She also said the township will probably need a new sexton within the next year. Duane Stokes volunteered to work on the language for the two ordinances with Cheryl Range.

ORDINANCE CONFLICTS

Bob Hanvey said the zoning ordinance and land division ordinance have conflicting language. He presented possible changes to the land division ordinance. Dan Lowe said he doesn't see a problem and the ordinances are too strict. Dave Hamann said there has been discussion about allowing shared driveways. Dan Lowe motioned to postpone action on this item. Tammy Beal seconded. **Motion carried.**

CAPITAL IMPROVEMENT PLAN—COMMUNICATIONS AT THE PUMP STATIONS

The City of Howell will be converting their pump station communications to a radio system. It would cost the township approximately \$65,000 for the same system. Dan Lowe said to have them all changed over to Charter. Some board members questioned whether the radio system would become obsolete. Bob Harvey motioned to postpone this item until an asset management program is received from Spicer. Les Andersen seconded. **Motion carried.**

CRYSTALWOOD ROADS

Bob Harvey motioned to postpone action on this item. Tammy Beal seconded. **Motion carried.**

PLANNING COMMISSION MEMBERSHIP

Bob Harvey said that Claire Stevens has resigned from the township Planning Commission. He would like the new member to represent the northern (condo) part of the township. An ad will be placed in the paper, as well as the township's website, Twitter, Facebook, etc.

SOLID WASTE GRANT

Bob Harvey passed out a review spreadsheet and the township should be receiving a grant for \$2,736.80 for the roadside clean-up.

PEAVY ROAD BRIDGE

Scott Lloyd said there's been a lot of truck traffic on the bridge. He suggested putting a sign on Mason Road with the weight limits before they turn on Peavy Road. Someone from the township will contact the LCRC.

LANDSCAPING

Tammy Beal said the bushes in the front are unsightly and harboring lots of bees. She'll get bids on having them removed. Dan Lowe said he'd take a look at them.

CORRESPONDENCE/UPDATES

Dave Hamann provided the board members with a final site visit report for 2035 Norton Road.

Duane Stokes submitted a quarterly investment report.

CALL TO THE PUBLIC

No response.

CLOSED SESSION WITH ATTORNEY

At 8:35 pm, Les Andersen motioned to go into closed session to consult with our attorney regarding the settlement strategy in connection with the Witkowski pending litigation, case #18-29880-CZ, because an open meeting would have a detrimental financial effect on the litigation or settlement position of the township. Scott Lloyd supported. Roll call vote: Lloyd, Beal, Harvey, Lowe, Andersen, Stokes-all yes. **Motion carried 6-0.**

Motion by Les Andersen at 9:32 pm to come out of closed session, supported by Duane Stokes. Roll call vote: Stokes, Harvey, Lloyd, Beal, Andersen, Lowe-all yes. **Motion carried 6-0.**

Motion by Tammy Beal to have the attorneys take appropriate steps to have this case removed from mediation and the case evaluation dockets. Supported by Les Andersen. Roll call vote: Beal, Andersen, Stokes, Lowe, Harvey, Lloyd. **Motion carried 6-0.**

MEADOWS WEST

Attorney Meagher explained that there are no updates on this case.

VOLANTE CASE

Attorney Meagher explained that mediation is August 7, 2018, Tammy Beal asked if he could get this changed because of Election Day. He said yes.

ADJOURNMENT

Motion to adjourn at 9:40 pm by Duane Stokes, supported by Scott Lloyd. **Motion carried 6-0.**

Submitted by: S. Longstreet

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

COMPLAINT LOG

Complaint #	Complainant Name	Offender Name	Complaint Details	Action Taken	Date Violation	Show Cause Date	Resolved
#04-18	Don Hall	Erin McGlilmen	Chickens trespass, dumping				
7/26/18	3438 Cedar Lake Rd 517-546-3417	4214 W. Coon Lake 4710-20-200-016	manure at property line				
	dhall3417@charter.net						

DPW Report

	2018												
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
WATER													
NEW	2	1	5	1	1	5	2						17
EXISTING													
REPLACEMENT													
IRRIGATION													
NEW			1	3	4	4	6						18
EXISTING													
SEWER													
NEW	1	1	4	1	1	4	2						14
EXISTING													
TOTAL	3	2	10	5	6	13	10	0	0		0		49

2018 ZONING REPORT

	'JAN	'FEB	'MARCH	'APRIL	'MAY	'JUNE	'JULY	'AUG	'SEPT	'OCT	'NOV	'DEC	TOTAL
Homes	4	1	8	4	5	12	6						40
Condo Units													0
Accessory Bldgs.		2	2	5	3	3	1						16
Decks			2	3	10	9	4						28
Pools		1			2	1							4
Additions		2		1	5	1	1						10
Land Balancing	1												1
Other				1		4	1						6
TOTAL LAND USES	5	6	12	14	25	30	13	0	0	0	0	0	105
Waivers	6		4	5	13	13	6						47
Finals	4	8	4	4	21	14	18						73
Site Plans	2	1	1				1						5
Pre-Planning Meetings	1	1											2

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 14th 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:

*** INVOICE ***

LIVINGSTON COUNTY ROAD COMMISSION
3535 Grand Oaks Drive
Howell, MI 48843-0000

Phone: 517-546-4250

0012

MARION TOWNSHIP
ATTN: TAMMY L, BEAL - CLERK
2877 W. COON LAKE RD
HOWELL, MI 48843

Invoice Number 7032
Invoice Date 07/24/2018
Work Order Number 000710

201 GENERAL FUND
COON LAKE RD
CEDAR LK RD TO D-19. 2 PHASES

459-710A Coon Lake Road (West)

\$ 3265.70

Total Due

=====
\$ 3,265.70
=====

2018 Pavement Preservation Program - 459.705 Estimate No. 3

Coon Lake Road - 459.12.18.710a
Cedar Lake Road to County Farm Road

Item Description	Units	Item Code	Quantity Placed	Quantity Paid	Authorized Quantity	Unit Price	Amount Paid to Date
- Bit Base Repair, Special	Syd	5037011	246.8	246.8	500	\$21.95	\$5,417.26
- Curb & Gutter, Conc, Det F4, Special	Ft	8027001	0	0	0	\$25.00	\$0.00
- Driveway Prep, Special	Syd	2047011	0	0	234.1	\$8.00	\$0.00
- HMA 13A, Modified	Ton	5017031	3,527.70	3,527.70	3,527.70	\$57.32	\$202,207.76
- HMA Wedging, Special	Ton	5017031	1,593.48	1,593.48	1,593.48	\$58.00	\$92,421.84
- Traffic Control / Mobilization	Mi	5027003	1.39	1.39	1.39	\$5,684.78	\$7,901.84
Cold Milling HMA Surface	Syd	5010002	0	0	0	\$1.50	\$0.00
Hand Patching	Ton	5010025	0	0	0	\$85.50	\$0.00
HMA Approach	Ton	5010061	301	301	301	\$88.00	\$26,488.00
HMA, SE3	Ton	5010057	0	0	0	\$63.48	\$0.00
Monument Box Adjust	Ea	8210005	6	6	6	\$101.00	\$606.00
Pavt for Butt Joints, Rem	Syd	5010008	416.8	416.8	416.8	\$3.90	\$1,625.52
Shoulder, CI II	Ton	3070121	709.3	709.3	850	\$18.50	\$13,122.05

Earnings to Date: **\$349,790.28**
Less Previous Retainage: **\$0.00**
Less Previous Net Earnings: **\$346,524.58**
Total New Work: **\$3,265.70**
No Retainage Withheld: **\$0.00**
Net Earnings this Period: **\$3,265.70**

\$250,000 PAID BY LCRC

*** INVOICE ***

LIVINGSTON COUNTY ROAD COMMISSION
3535 Grand Oaks Drive
Howell, MI 48843-0000

Phone: 517-546-4250

0012

MARION TOWNSHIP
ATTN: TAMMY L, BEAL - CLERK
2877 W. COON LAKE RD
HOWELL, MI 48843

Invoice Number 7033
Invoice Date 07/24/2018
Work Order Number 000710

201 GENERAL FUND
COON LAKE RD
CEDAR LK RD TO D-19. 2 PHASES

459-710B COON LAKE ROAD (EAST)

\$ 31,804.65

Total Due

\$ 31,804.65

=====

2018 Pavement Preservation Program - 459.705 Estimate No. 3

Coon Lake Road - 459.12.18.710b
Cedar Lake Road to County Farm Road

Item Description	Units	Item Code	Quantity Placed	Quantity Paid	Authorized Quantity	Unit Price	Amount Paid to Date
- Aggregate Base, 21AA, CC Delv Tkt = C Ton	C Ton	3027031	595.8	595.8	595.8	\$27.56	\$16,420.25
- Bit Base Repair, Special	Syd	5037011	0	0	0	\$21.95	\$0.00
- Curb & Gutter, Conc, Det F4, Special	Ft	8027001	0	0	0	\$25.00	\$0.00
- Driveway Prep, Special	Syd	2047011	0	0	0	\$8.00	\$0.00
- High Performance GeoGrid	Syd	3027011	995.6	995.6	995.6	\$4.00	\$3,982.40
- HMA 13A, Modified	Ton	5017031	3,272.84	3,272.84	4,848.00	\$57.32	\$187,599.19
- HMA Wedging, Special	Ton	5017031	0	0	600	\$58.00	\$0.00
- Traffic Control / Mobilization	Mi	5027003	1.84	1.84	1.84	\$5,684.78	\$10,460.00
Cold Milling HMA Surface	Syd	5010002	9,100.00	9,100.00	18,400.00	\$1.50	\$13,650.00
Hand Patching	Ton	5010025	0	0	0	\$85.50	\$0.00
HMA Approach	Ton	5010061	22.87	22.87	150	\$88.00	\$2,012.56
HMA Base Crushing and Shaping	Syd	3050002	9,978.20	9,978.20	9,978.20	\$1.50	\$14,967.30
HMA, SE3	Ton	5010057	0	0	0	\$63.48	\$0.00
Monument Box Adjust	Ea	8210005	1	1	3	\$101.00	\$101.00
Part for Butt Joints, Rem	Syd	5010008	0	0	0	\$3.90	\$0.00
Shoulder, CI II	Ton	3070121	1,719.17	1,719.17	1,719.17	\$18.50	\$31,804.65

Earnings to Date:	\$280,997.34
Less Previous Retainage:	\$0.00
Less Previous Net Earnings:	\$249,192.69
Total New Work:	\$31,804.65
No Retainage Withheld:	\$0.00
Net Earnings this Period:	\$31,804.65

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

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

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

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.

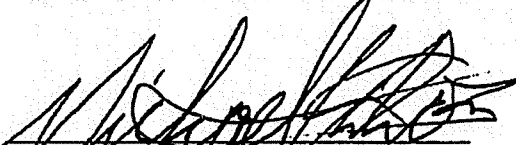
30. This court shall retain jurisdiction of this matter for the purpose of enforcing compliance by the Parties.

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


MICHAEL P. HATTY P-30200

CIRCUIT COURT JUDGE

Approved as to Form & Substance:

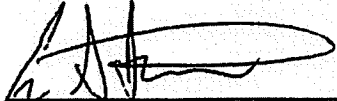

Michael J. Kehde (P35839)
Attorneys for Defendants

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



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: 25' (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:

N. VOCA	AREA (SQ')	WIDTH (FT) AT FRONT SETBACK
1	1,379	60.25
2	7,019	81.25
3	17,253	72.25
4	17,253	72.25
5	16,253	65.00
6	1,379	60.25
7	1,379	60.25
8	1,379	60.25
9	1,379	60.25
10	1,379	60.25
11	1,379	60.25
12	1,379	60.25
13	1,379	60.25
14	1,379	60.25
15	1,379	60.25
16	1,379	60.25
17	1,379	60.25
18	1,379	60.25
19	1,379	60.25
20	1,379	60.25
21	1,379	60.25
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26	1,379	60.25
27	1,379	60.25
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36	1,379	60.25
37	1,379	60.25
38	1,379	60.25
39	1,379	60.25
40	1,379	60.25
41	1,379	60.25
42	1,379	60.25
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47	1,379	60.25

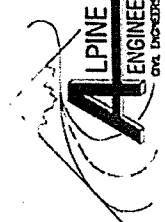
COMMERCIAL
 SITE PLANNING
 SURVEYING
 INDUSTRIAL & MULTI-UNIT
 LAND SURVEYING
 CONSTRUCTION LAYOUT

SURVEYING
 ALTA SURVEYS
 BOUNDARY SURVEYS
 TOPOGRAPHIC SURVEYS
 PARCEL SURVEYS

RESIDENTIAL
 SUBDIVISIONS
 SINGLE-FAMILY
 MULTIFAMILY
 PLOT PLANS
 CONSTRUCTION LAYOUT

(248) 826-3701 (BUS)
 (248) 826-3765 (FAX)
 WWW.ALPINE-INC.NET

46892 WEST ROAD
 SUITE 100
 NOV, MICHIGAN 48377



3 WORKING DAYS BEFORE
 YOU DIG CALL MASS DIG
 1.800.482.7171
 (TOLL FREE)

CLIENT: **ECHOLON HOMES**

SITE PLAN

SECTION: **3** RANGE: **4E**

CRYSTAL WOOD
 DIVISION: **SHIP**
 MARSH: **TO**
 LIVINGSTON COUNTY
 MICHIGAN

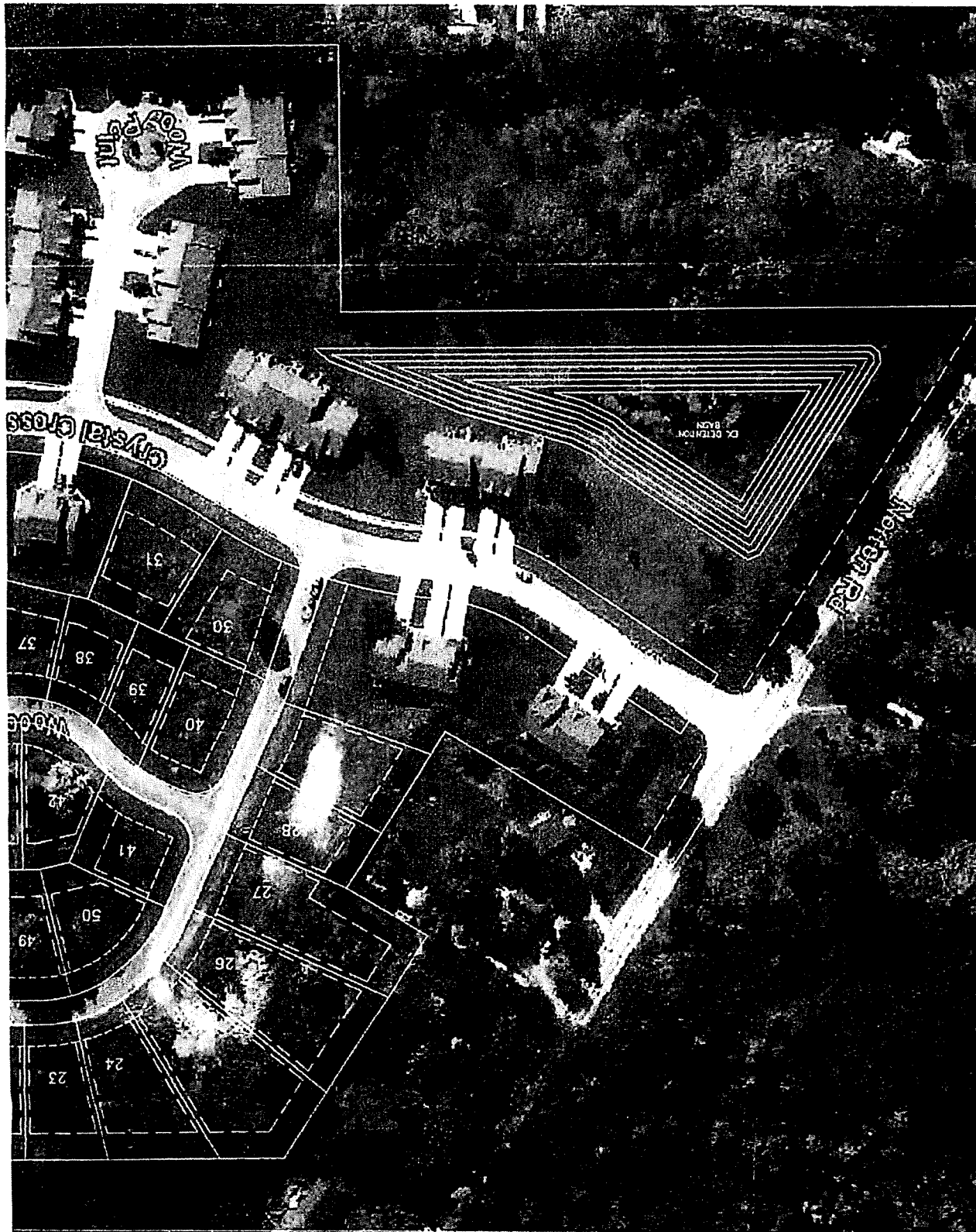
REVISION
 2012/11/01 PER CLIENT
 2012/11/06 ADD UNIT DATA TABLE
 2013/10/22 FOR EX UTILITIES

DATE: 2013-10-22
 DRAWN BY: TO/CK
 CHECKED BY: TO/CK

SCALE: HOR 1" = 80 FT.
 VER 1" = 20 FT.

1

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

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

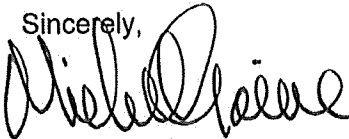
Mr. Robert Hanvey
May 9, 2013
Page 2 of 2

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 48th 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

600 ft



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

Stronger. Safer. Smarter. *Spicer.*

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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

DIVISION 1 CONSTRUCTION COST: \$ 116,000.00

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

DIVISION 2 CONSTRUCTION COST: \$ 130,000.00

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

DIVISION 3 CONSTRUCTION COST: \$ 191,000.00

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
DIVISION 1 CONSTRUCTION COST:					\$ 40,000.00

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
DIVISION 2 CONSTRUCTION COST:					\$ 50,000.00

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
DIVISION 3 CONSTRUCTION COST:					\$ 71,000.00

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 devices, 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 quantities 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: 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

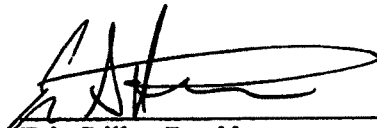
AFFIDAVIT OF CO-OWNERS' CONSENT TO AMENDMENT OF MASTER DEED

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.

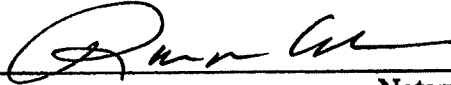
Dated: 1-14, 2014



Eric Stiller, President
Crystal Wood Condominium Association

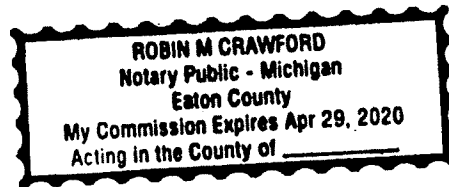
STATE OF MICHIGAN, COUNTY OF LIVINGSTON

The foregoing document was acknowledged before me this 14th 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:\KRFCRYSTAL WOOD IVAFFIDAVIT.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-~~four~~ (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.WFD

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Sewer and Water billing
Date: August 9, 2018

The top section of the attached spreadsheet shows the Peavy Road meter readings for 2017. The next section shows the Peavy Road meter readings compared to the actual customer billing for the first six months of 2018.

The customer's sewer usage is calculated from the water meters installed in the homes except for about 70 customers that do not have MHOG water in the home.

The amount we are charged for processing by the City of Howell is based on the meter at the Peavy Road pump station. All sewage from the township customers flows through the Peavy Road meter.

For 2018 year-to-date, the Peavy Road flow is over five million gallons more than was billed to our customers. We are paying the city for almost 20% more sewage than we are billing our customers.

Some of the potential causes for this difference are:

- Infiltration into the system

- Unauthorized users

- Meter calibration

The question for the Board is: What do we do about it?

SEWER CONNECTION POLICY

Bob Harvey passed out the form that's currently being used. Sunridge needs to be changed to Marion Creek. Dan Lowe and Phil Westmoreland discussed the markers used to identify sewer leads. Dan Lowe said the sewer ordinance needs to be changed to require rebar or treated lumber. The board members also discussed adding the words *by the township* at the end of the sentence on the bottom of the form.

CORRESPONDENCE/UPDATES

A records retention and disposal schedule is included in the packet from the clerk.

The monthly update from the Livingston County Commissioner's is in the packet.

The township received paperwork from the attorney for Mr. Volante today.

Les Andersen said the power plant proposed for Handy Township will benefit Howell schools via taxes.

CALL TO THE PUBLIC

No response.

ADJOURNMENT

Les Andersen motioned to adjourn at 9:30 pm. Scott Lloyd seconded. **Motion carried.**

Submitted by: S. Longstreet

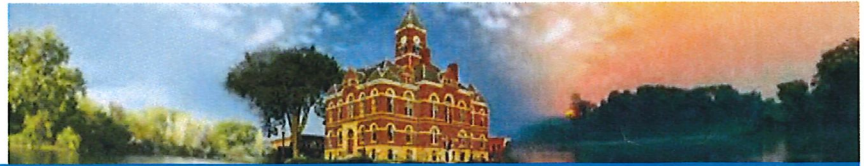
Tammy L. Beal 4-4-2018
Tammy L. Beal Township Clerk Date

Robert W. Harvey 4-4-2018
Robert W. Harvey, Township Supervisor Date



Liv.Co UPDATE

Monthly News from the
Livingston County Commissioners



August 2018

Livingston County Board of Commissioners



- District 1 - Kate Lawrence
- District 2 - William Green
- District 3 - David J. Domas
- District 4 - Douglas G. Helzerman
- District 5 - Donald S. Parker
(Board Chairman)
- District 6 - Robert J. Bezotte
- District 7 - Carol S. Griffith
- District 8 - Dennis L. Dolan
(Board Vice-Chairman)
- District 9 - Gary Childs

Monthly Meetings

- 8/6 - Full Board Meeting at 7:30 PM
- 8/13 - Construction Committee at 6:30 PM followed by General Government & Health & Human Services at 7:30 PM
- 8/15 - Finance Committee at 7:30 AM followed immediately by Personnel Committee
- 8/20 - Full Board Meeting at 7:30 PM
- 8/27 - Infrastructure & Development & Public Safety at 7:30 PM
- 8/29 - Finance Committee at 7:30 AM

"The mission of Livingston County is to be an effective and efficient steward in delivering quality services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside, and recreate in Livingston County."

County's GIS Will Assume Brighton Township's Addressing Responsibilities

Livingston County's GIS is assuming the Charter Township of Brighton's addressing responsibilities effective August 1, 2018. The Township passed Resolution # 18-009 "Transferring Addressing Duties to Livingston County" on May 21st, 2018. The Livingston County Board of Commissioners passed Board Resolution, 2018-07-124 on July 16, 2018. The County's Information Technology Department / GIS Division is agreeable to performing the address assignment as it will result in greater consistency in assigned addresses; thereby assuring the citizens of Livingston County are better served by public safety responders. Accurate addresses are critical for proper incident location in emergency situations.

2019 Annual Implementation Plan of the Area Agency on Aging 1-B



The Livingston County Board of Commissioners will consider approving the 2019 Annual Implementation Plan of the Area Agency on Aging 1-B for the purpose of conveying support to the Michigan Aging and Adult Services Agency and the Area Agency on Aging 1-B. The Area Agency has assessed the needs of older county residents and has developed a plan to provide assistance that addresses the identified needs. The Agency's proposed plan has been submitted for review by the public and was subjected to public hearings on May 4th and June 19th. Comments at the public hearings were mostly favorable and constructive changes to the plan were made as a result of some comments. The Area Agency has been supporting services to Livingston County residents since 1974.

Resolutions Passed by the Board of Commissioners & Appointments

- The Board has received and approved the Livingston County 2019-2024 Capital Improvement Plan.
- The Ottawa County Juvenile Detention Center will provide bed rental services for 3 years at their detention center for the Livingston County Juvenile Court.
- D'n'A will provide the Livingston County Courts with drug and alcohol testing services for the period of July 3, 2018 to September 30, 2019 with a one year renewal option.
- Putnam Township has elected to renew their contract with the Livingston County Sheriff's Office for law enforcement services for a 3 year period.
- A draft of the Livingston County Master Plan is now available until September 6th for public review and comment. You can find the Master Plan, along with information about how to ready the Plan and submit comments at <https://www.livgov.com/plan/Pages/default.aspx>.
- An amendment to the 2017/2018 County Child Care Fund Budget in the amount of \$265,000 was approved. Funding sources covering the increase are 50% from the State of Michigan and 50% from the County DHHS Child Care Fund balance.
- House Bill 6049 and Senate Bill 1025 seek to completely restructure the assessor qualifications, process, and boundaries of local assessing units within Michigan. These bills will also impose undue financial hardship on Livingston County by mandating staffing requirements, office space, and technology. Both bills will undermine the good working relationship between the local governments' officials and the Livingston County Board of Commissioners. In light of these reasons, the Board opposes House Bill 6049 and Senate Bill 1025 and asks that it be withdrawn from consideration until funding and other issues can be addressed.
- Senate Bill 1031 seeks to exempt new qualified utility personal property from taxes. In its present form, this bill will impose a financial hardship on Livingston County and its local units of government, as it will not only reduce the 2019 property revenue, but will affect every year thereafter. The Livingston County Board of Commissioners oppose Senate Bill 1031.
- L.E.T.S. will be applying for a grant under the State of Michigan's Eight Million Dollar Michigan Mobility Challenge in partnership with the software firm, Kevadiya, Inc. L.E.T.S. would like to replace their scheduling/dispatching software with software that could support on-demand scheduling and real-time route optimization.

Resolutions For Consideration

- A second quarter supplemental appropriation to the 2018 budget will be considered.
- Emergency Management has submitted a resolution for the approval of the 2019 Emergency Management Performance Grant Agreement documents, allowing Emergency Management to be eligible for supplemental funding.
- The Board will consider adopting a policy on separation agreements and Letters of Understanding to delegate authority.
- County Administration is seeking authorization for reorganization of its department which includes the creation of the Fiscal Services Department, the addition of an Administrative Aide, and the elimination of the Purchasing Agent.
- The Juvenile Court is seeking approval for the submission of the 2018-2019 Child Care Fund Budget to the State of Michigan.