

MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
Thursday, July 9, 2026  
7:30pm

THIS MEETING WILL BE HELD IN PERSON WITH ONLINE PARTICIPATION OPTIONS

Call to Order

Pledge of Allegiance

Members Present/Members Absent

Public Comment

- 1) Approval of the Agenda
- 2) Consent Agenda
  - a. June 25, 2026 Regular Meeting Minutes
  - b. Complaint Report
  - c. DPW Report
  - d. Financial Report
  - e. Investment Report
  - f. Zoning Report
- 3) Zoning Administrator Report
- 4) Data Center Moratorium
- 5) Mayberry Farm Lane Private Road Site Plan (Bring Back)
- 6) Township Planner
- 7) Engineering Firm
- 8) Fred Brown Driveway Paving
- 9) ZBA Report

Correspondence and Updates

Ozone Station Update

**JULY 23, 2026 MEETING WILL BE ON THE LOWER LEVEL**

Public Comment

Adjournment

\*\*Next Board Packet will be ready after 3 pm on Thursday, July 16, 2026.

## **CALL TO THE PUBLIC POLICY -**

Marion Township Public Participation at Township Board Meetings Policy

The Public shall be given an opportunity to be heard at every Township Board Meeting following this Policy adopted by the Township Board.

The Township Supervisor is the moderator of the meeting. In the absence of the Supervisor, the Township Clerk shall hold an election of the Board Members present to select a moderator for the meeting.

Anyone attending the meeting either in-person or on-line may speak during the "Call to the Public" part of the meeting. To preserve order, those attending in-person will speak first. When all in-person attendees have been heard, the moderator will ask if any on-line attendee wishes to speak.

When recognized by the moderator, in-person attendees shall come to the podium. The moderator will request that they give their name and address before they begin their comments.

When all in-person attendees have finished speaking, the moderator will ask if anyone attending the meeting on-line wishes to speak. On-line attendees may unmute themselves and when recognized by the moderator may speak. On-line attendees will also be asked for their name and address.

All comments shall be addressed to the Township Board. The "Call to the Public" is for attendees to provide information or opinions to the Township Board and is not intended to be a dialog. Anyone needing a response should contact officials or staff during working hours.

To preserve efficiency, speakers will be asked to keep their comments to three minutes or less.

On some occasions, attendees may be asked for comments during agenda items.

**ADOPTED ON 08/25/2022; AMENDED ON 02/12/2026**

MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
JUNE 25, 2026

**MEMBERS PRESENT:** Scott Lloyd, Jim Witkowski, Bill Fenton, Tammy Beal, Les Andersen, and Sandy Donovan

**MEMBERS ABSENT:** Dan Lowe

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**CALL TO ORDER**

Bill Fenton called the meeting to order at 7:30 pm. The meeting was not available online due to technical issues.

**PLEDGE OF ALLEGIANCE**

**BOARD MEMBERS PRESENT**

The board members introduced themselves.

**PUBLIC COMMENT**

No response.

**APPROVAL OF AGENDA**

Item #10 Peavy Lift Station was added to the agenda. Les Andersen motioned to approve the agenda as amended. Scott Lloyd seconded. **Motion carried.**

**CONSENT AGENDA**

Scott Lloyd motioned to approve the consent agenda. Sandy Donovan seconded. **Motion carried.**

**ZONING ADMINISTRATOR REPORT**

Scott Richardson updated the board members on May's activities. Land use permits are up 25% over last year. Discussion on the chicken ordinance has been postponed indefinitely; he checked on the EGLE setback requirements for wells, which refer to public wells, not private. The Planning Commission has recommended approval for a new private road; this will be on the next board agenda.

**BUDGET AMENDMENTS**

Sandy Donovan motioned to approve the Revolving Fund, Sewer Fund, Recreation Fund, and General Fund budget amendments for FY 7/1/25-6/30/26. Tammy Beal seconded. Roll call vote: Lloyd, Beal, Donovan, Witkowski, Andersen, Fenton—all yes. **Motion carried 6-0.**

**PUBLIC HEARING ON 2026-27 BUDGET AND MILLAGE RATE**

Bill Fenton opened the budget public hearing. No comments were heard and the public hearing was closed.

**BUDGET REVIEW**

**Millage Rate**

Tammy Beal motioned to adopt a resolution to approve the proposed millage rate of .7319 (Form L-4029), for FY 7/1/26-6/30/27, as presented, and allow the supervisor and clerk to sign. Sandy Donovan seconded. Roll call vote: Donovan, Witkowski, Lloyd, Beal, Andersen, Fenton—all yes. **Resolution passed 6-0.**

### Proposed FY 2026-27 Budgets

Sandy Donovan motioned to adopt a resolution to approve the FY 7/1/26-6/30/27 Cemetery budget by activity, as presented. Tammy Beal seconded. Roll call vote: Beal, Andersen, Donovan, Witkowski, Lloyd, Fenton—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to approve the FY 7/1/26-6/30/27 Parks Fund budget by activity. Tammy Beal seconded. Roll call vote: Beal, Andersen, Witkowski, Lloyd, Donovan, Fenton—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to approve the FY 7/1/26-6/30/27 Revolving Fund budget by activity, as presented. Scott Lloyd seconded. Roll call vote: Donovan, Beal, Andersen, Lloyd, Witkowski, Fenton—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to approve the Sewer Fund budget for FY 7/1/26-6/30/27 by activity, as presented. Les Andersen seconded. Roll call vote: Witkowski, Lloyd, Donovan, Andersen, Beal, Fenton—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to approve the FY 7/1/26-6/30/27 Water New User Fund budget by activity, as presented. Scott Lloyd seconded. Roll call vote: Lloyd, Beal, Donovan, Witkowski, Andersen, Fenton—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to approve proposed FY 7/1/26-6/30/27 General Fund budget by activity, with income of \$2,040,585 and expenses of \$2,467,950, as presented. Tammy Beal seconded. Roll call vote: Donovan, Witkowski, Lloyd, Beal, Andersen, Fenton—all yes. **Resolution passed 6-0.**

### Salaries Review

Scott Lloyd motioned to adopt a resolution to increase the stipend for the chairmen of the Planning Commission and Zoning Board of Appeals to \$250 and increase the stipend for members of the Planning Commission, Zoning Board of Appeals, and staff representative to \$175. Les Andersen seconded. Roll call vote: Beal—yes; Andersen—yes; Donovan—yes; Witkowski—no; Lloyd—yes; Fenton—yes. **Resolution passed 5-1.**

Tammy Beal motioned to adopt a resolution to increase the zoning administrator's salary by \$2.92 per hour. Sandy Donovan seconded. Roll call vote: Andersen, Witkowski, Beal, Lloyd, Donovan, Fenton—all yes. **Resolution passed 6-0.**

Tammy Beal motioned to adopt a resolution to increase the Supervisor's salary by 3.5%, as presented. Sandy Donovan seconded. Roll call vote: Donovan, Beal, Andersen, Lloyd, Witkowski, Fenton—all yes. **Resolution passed 6-0.**

Bill Fenton motioned to adopt a resolution to increase the Clerk's salary by 3.5%, as presented. Sandy Donovan seconded. Roll call vote: Witkowski, Lloyd, Donovan, Andersen, Beal, Fenton—all yes. **Resolution passed 6-0.**

Tammy Beal motioned to adopt a resolution to increase the Treasurer's salary by 3.5%, as presented. Les Andersen seconded. Roll call vote: Lloyd, Beal, Donovan, Witkowski, Andersen, Fenton—all yes. **Resolution passed 6-0.**

Tammy Beal motioned to adopt a resolution to keep the trustees' salaries the same. Sandy Donovan seconded. Roll call vote: Donovan—yes; Witkowski—yes; Lloyd—yes; Beal—yes; Andersen—no; Fenton—yes. **Resolution passed 5-1.**

Sandy Donovan motioned to adopt a resolution to increase staff salaries by 3.5%, as presented. Tammy Beal seconded. Roll call vote: Beal, Andersen, Donovan, Witkowski, Lloyd, Fenton—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to keep the Board of Review, Sexton, and election workers salary the same. Tammy Beal seconded. Roll call vote: Andersen, Witkowski, Beal, Lloyd, Donovan, Fenton—all yes. **Resolution passed 6-0.**

Sandy Donovan motioned to adopt a resolution to approve the Marion Township General Appropriations Act by activity, as presented. Tammy Beal seconded. Roll call vote: Donovan, Beal, Andersen, Lloyd, Witkowski, Fenton—all yes. **Resolution passed 6-0.**

### **ENGINEERING FIRM**

The selection of an engineering firm will be made when the full board is present. Les Andersen motioned to allow Bill Fenton to contact Wade Trim regarding the pickleball court issues. Tammy Beal seconded. **Motion carried.**

### **PLANNING COMMISSION APPOINTMENT**

Les Andersen motioned to postpone the appointment until the opening is advertised. Scott Lloyd seconded. Roll call vote: Witkowski—no; Lloyd—yes; Donovan—yes; Andersen—yes; Beal—yes; Fenton—no. **Motion carried 4-2.**

Joe Mazur introduced himself to the board members as a resident who is interested in serving on the Planning Commission.

### **PEAVY LIFT STATION**

Scott Lloyd motioned to approve Detroit Pump for the replacement pump. Les Andersen seconded. Roll call vote: Lloyd, Beal, Donovan, Witkowski, Andersen, Fenton—all yes. **Motion carried 6-0.**

### **CORRESPONDENCE & UPDATES**

A quote was received from the Livingston County Planning Department to serve as the township's planner; this will be on the next agenda.

Les Andersen asked why a two year old complaint regarding 2320 Pingree isn't on the complaint report.

Scott Lloyd asked about the status of the sewer rates study; it hasn't been received yet.

### **PUBLIC COMMENT**

No response.

### **ADJOURNMENT**

Scott Lloyd motioned to adjourn at 8:20 pm. Sandy Donovan seconded. **Motion carried.**

Submitted by: S. Longstreet

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

\_\_\_\_\_  
William Fenton, Township Supervisor      Date

Complaint Number	Date Submitted	Parcel ID	Complaint Address	Complaint Details	Actions Taken	Closed
#1-26	1/12/2026	4710-02-301-034	1187 N Allstott	Neighbor complained of junk on the premise and rodents/cats. Also mentioned vehicles on the property	03/31/2026 - Scott Richardson   I went by the property this past week. The front porch has been cleaned up and the vehicles have been removed from the property.   02/03/2026 - Scott Richardson   Visited the property again today and there was significant progress made on cleaning the front yard. Spoke with resident and they are working on removing the unlicensed vehicles from the property. Will continue monitoring for additional compliance.   01/12/2026 - Scott Richardson   Sent Violation Notice   There was an air compressor and other items mostly contained on the front porch. Did not feel it met the definition of junk under our ordinances. Could not determine if the vehicles were registered or not. Plan to revisit on 1/12/2026 to see if anything has changed.	Yes
#2-26	1/12/2026	4710-19-300-023	5623 W Coon Lake Rd	Scrap and litter covering a majority of the lot. Previous interactions revealed that a person living on the property was running a scrapping business	03/31/2026 - Scott Richardson   Show cause hearing scheduled for April 9, 2026   03/02/2026 - Scott Richardson   Show Cause notice sent on March 3 for March 26, 2026   02/03/2026 - Scott Richardson   Drove by the property today and there are no visible attempts to address the concerns. Delivery confirmation of the violation was received from USPS. Will refer to Bot for a show cause hearing at an upcoming meeting.   01/12/2026 - Scott Richardson   Sent Violation Notice   This is a continuation of a violation that was addressed to the previous owner that passed away. Ownership has passed to the two sons and a new violation notice has been sent on 1/12/2026	No

06/23/2026 - Scott | I visited the site to talk with property owner. Owner indicated that he experienced a medical incident that slowed progress on site clean-up. I did view that the 5th wheel camper was registered and plated. Other vehicles on the property are scheduled to go to scrapyard. Owner indicated that he has not been able to find a place to dispose of the motor home. We talked about ht possibility of a pole barn that could house some of the vehicles. Follow up scheduled for 7/7/2026. | 05/21/2026 - Scott | Sent a follow up letter as progress has stalled. Will fvist the property again on 06/04/2026 for a check. | 03/31/2026 - Scott Richardson | Weekly visits show that the owner has made progress to remove some of the junk on the property. However, many vehicles remain untouched since the original contact. Owner was not in the last I stopped by. Will reach out again this coming week. | 02/03/2026 - Scott Richardson | Received delivery confirmation from USPS for the violation notice on 2/2/2026. Drove past the property today and there has been no clean up efforts as of today. Will hold this case from referring for show cause due to the time it took for the letter to arrive. | 01/14/2026 - Scott Richardson | Took pictures of the property for file and to include in violation notice. Violation notice will be on January 15,

#3-26

1/14/2026 12:36

4710-30-100-001

4020 Pingree Rd

Collection of junk and old trailers and RVs on the property

No

	<p>6/23/2026 - Scott   I visited the property and walked through with the property owners. Most of the vehicles have been registered and plated. The ones that remain were in the process of being sold or registered. Semi-trailer is being used to load inoperable vehicles for shipping to scrap yards. Owners have made progress in addressing the concerns of the complaint.   05/28/2021 - Scott   Parcel owner stopped in to say that progress has been made and asked that I drive by to verify. Progress has been made. I told her that if progress continued, I would give her more time before scheduling a show cause hearing.   05/21/2026 - Scott   Served a violation notice for the cars on the premises. Parcel owner had many questions and I explained that the ordinance defined motor vehicles that were unregistered or inoperable as junk. She stated that they would begin to work on cleaning it up. 02/25/2026 - Scott Richardson   Visited the home on 2/24/2026. Talked with the property owners. They indicate that the family enjoys working on vehicles and racing various vehicles. The family was bothered by my visit but indicated that they will begin removing some of the vehicles after they return from a planned to trip in Mid-March. Re-inspection will happen on March 17, 2026. If there are no changes, a violation will be issued.  </p>	No
<p>#5-26</p> <p>2/24/2026 13:06</p> <p>4710-20-200-047</p> <p>3332 Cedar Lake Rd</p> <p>Junk Vehicles and other assorted zoning violations</p>		
<p>#6-26</p> <p>3/30/2026 12:45</p> <p>4485 W Coon Lake Rd</p> <p>Powerful security light on barn shines at night on my property, visible from bedrooms. (nuisance)</p>	<p>06/23/2026 - Scott   I was able to make contact with the property owners. They will work to put a shield on it to direct light down and keep it from shining on other parcels.   03/31/2026 - Scott Richardson   Complaint came in as a written complaint late afternoon on March 26, 2026. I entered the complaint on the spreadsheet on Monday, March 30, 2026. I drove down Cedar Lake Rd after dark on March 26, 2026 and observed that a bright light was visible from Cedar Lake Rd. I have not been able to make contact with the property owners as yet.  </p>	Yes
<p>#7-26</p> <p>4/1/2026</p> <p>4710-11-400-028</p> <p>105 Marion Meadows</p> <p>Non-running Vehicles in driveway and large pile of mulch</p>	<p>07/06/2026 - Scott   No word back from supervisor about the letter.   06/07/2026 - Scott   Letter was returned to office as undeliverable. Supervisor took letter to talk with attorney about next steps.   05/05/2026 - Scott Richardson   Pile of mulch is not a violation of ordinances but there are two trucks on the property that do not appear to be running and have flat tires. Violation Notice sent.  </p>	No
<p>#8-26</p> <p>4/8/2026</p> <p>4710-25-100-013</p> <p>220 E Coon Lake Rd</p> <p>Junk and collection of vehicles and other items in yard</p>	<p>05/05/2026 - Scott Richardson   Photographed many vehicles, trailers, and other items from the road. Violation Notice Sent</p>	No

#9-26	4/8/2026	4710-13-100-021	2525 Pinckney Rd	Junk and collection of vehicles and other items in yard	06/23/2026 - Scott   Owners did bring in a dumpster and clean up a lot of the junk in the yard. However, some junk remains. Spoke to the owner and another dumpster has been ordered.05/05/2026 - Scott Richardson   Photographed many vehicles, trailers, and other items from the road. Violation Notice Sent	No
#10-26	4/8/2026	4710-23-400-031	3745 Pinckney Rd	Junk and collection of vehicles and other items in yard	06/23/2026 - Scott   Owner called and said they were working on fixing the fence and addressing the cars. no work has been completed as of yet. if no changes after 7/7/ inspection a show cause meeting will be scheduled for August.   05/05/2026 - Scott Richardson   Photographed many vehicles, trailers, and other items from the road. Violation Notice Sent	No
#10-26	5/12/2026	4710-02-103-028	1486 Westherstone Ln	Chicken coop	5/21/2026 - Scott   Stopped by house and knocked again. Sent letter asking if they had chickens.   5/14/2026 - Scott   Visted site saw no signs of a chicken coop. Knocked on door. There was no answer.	No
#04-24	7/10/2024		2320 Pingree Rd	Home-Based Business	07/01/2026 - Scott   Enforcement is on hold while property owner applies for a special use permit.	No



**GENERAL FUND CHECKING**

Previous Balance	\$	3,259,971.37
Receipts	\$	201,815.26
Interest	\$	3,655.02
	\$	<u>3,465,441.65</u>
Expenditures	\$	<b>135,514.58</b>
Balance	\$	<b>3,329,927.07</b>

**CEMETERY FUND**

Previous Balance	\$	101,632.15
Receipts	\$	1,600.00
Interest	\$	97.61
	\$	<u>103,329.76</u>
Expenditures	\$	<b>960.00</b>
Balance	\$	<b>102,369.76</b>

**PARKS & RECREATION FUND**

Previous Balance	\$	114,063.97
Receipts	\$	-
Interest	\$	109.26
	\$	<u>114,173.23</u>
Expenditures	\$	<b>1,521.03</b>
Balance	\$	<b>112,652.20</b>

**WATER - NEW USER**

Previous Balance	\$	484,414.07
Receipts	\$	19,335.00
Interest	\$	463.96
	\$	<u>504,213.03</u>
Expenditures	\$	<b>31,500.00</b>
Balance	\$	<b>472,713.03</b>

## SEWER OPERATING &amp; MANAGEMT

Previous Balance	\$	528,973.00
Receipts	\$	75,539.45
Interest	\$	466.40
		<hr/>
	\$	604,978.85
Expenditures	\$	54,955.35
		<hr/>
Balance	\$	550,023.50

## SEWER - NEW USER

Previous Balance	\$	2,076,419.90
Receipts	\$	46,250.00
Interest	\$	2,132.38
		<hr/>
	\$	2,124,802.28
Expenditures	\$	-
		<hr/>
Balance	\$	2,124,802.28

## SPEC ASSESS. FUND

Previous Balance	\$	380,376.78
Receipts		
Interest	\$	318.76
		<hr/>
	\$	380,695.54
Expenditures	\$	32,768.70
		<hr/>
Balance	\$	347,926.84

## ESCROW FUND

Previous Balance	\$	28,555.73
Receipts		
Interest	\$	22.22
		<hr/>
	\$	28,577.95
Expenditures	\$	1,400.00
		<hr/>
Balance	\$	27,177.95

## SUMMARY TOTALS

<b>General Fund</b>	<b>\$</b>	<b>3,329,927.07</b>
<b>Cemetery Fund</b>	<b>\$</b>	<b>102,369.76</b>
<b>Parks &amp; Rec Capital Chk</b>	<b>\$</b>	<b>112,652.20</b>
<b>Water - New User</b>	<b>\$</b>	<b>472,713.03</b>
<b>Sewer Operating &amp; Mana</b>	<b>\$</b>	<b>550,023.50</b>
<b>Sewer - New User</b>	<b>\$</b>	<b>2,124,802.28</b>
<b>Special Assess. Fund</b>	<b>\$</b>	<b>347,926.84</b>
<b>Escrow Fund</b>	<b>\$</b>	<b>27,177.95</b>
<b>TOTAL</b>	<b>\$</b>	<b>7,067,592.63</b>

#101 General Fund  
**Transactions by Account**

As of June 30, 2026

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
<b>001-001 - CASH - GENERAL - FNB</b>			
06/02/2026	13936	LIV CO TREASURER	-46.44
06/02/2026	13937	GREAT AMERICA FINANCIAL SVCS.	-313.28
06/02/2026	13938	ALLSTAR ALARM	-636.00
06/02/2026	13939	Foster, Swift, Collins & Smith, P.C.	-246.91
06/02/2026	13940	THE GARBAGE MAN	-60.34
06/02/2026	13941	PNC Bank	-2,863.00
06/02/2026	13942	ZACHARY MICHELS	-1,067.50
06/02/2026	13943	Applied Innovation	-818.24
06/04/2026	13944	KEARNS MECHANICAL LLC	-1,210.00
06/04/2026	13945	SUMMER MCMULLEN	-102.58
06/04/2026	13946	SCOTT A. RICHARDSON	-171.97
06/04/2026	13947	JULIE BONFIGLIO	-150.00
06/09/2026	13948	DTE ENERGY	-746.23
06/09/2026	13949	MTA	-33.00
06/09/2026	13950	FOWLerville NEWS & VIEWS	-100.00
06/09/2026	13951	VERIZON WIRELESS	-98.74
06/09/2026	13954	CITI CARDS	0.00
06/09/2026	13955	CITI CARDS	-1,020.34
06/10/2026	13952	VOYA Institutional Trust	-300.00
06/10/2026	13953	Marion Township Flex Fund	-1,270.00
06/10/2026	213124	LESLIE D. ANDERSEN	-224.99
06/10/2026	213125	JAMES L. ANDERSON JR.	-185.01
06/10/2026	213126	LARRY J. FILLINGER	-138.52
06/10/2026	213127	SCOTT R. LLOYD	-187.67
06/10/2026	213128	BRUCE V. POWELSON	-138.53
06/10/2026	213129	CHERYL A. RANGE	-212.41
06/10/2026	213130	JAMES WITKOWSKI	-22.34
06/10/2026	V517719	TAMMY L. BEAL	-3,958.95
06/10/2026	V517720	GAIL A. BURLINGAME	-3,627.83
06/10/2026	V517721	MATTHEW J. DEDES	-4,854.05
06/10/2026	V517722	SANDY DONOVAN	-4,506.28
06/10/2026	V517723	BILL FENTON	-4,949.12
06/10/2026	V517724	ROBERT W. HANVEY	-952.39
06/10/2026	V517725	RICHARD HASLOCK	-594.67
06/10/2026	V517726	SANDRA J. LONGSTREET	-3,165.18
06/10/2026	V517727	DANIEL F. LOWE	-490.84
06/10/2026	V517728	SUMMER L. MCMULLEN	-2,840.30
06/10/2026	V517729	KITSEY A. RENNELLS	-2,674.14
06/10/2026	V517730	SCOTT RICHARDSON	-4,098.23
06/10/2026	V517731	JESSICA S. TIMBERLAKE	-2,993.56
06/11/2026	13956	SUSAN POGRMICH	-150.00
06/11/2026	13957	AUTUMN SELLERS	-150.00

**#101 General Fund**  
**Transactions by Account**

As of June 30, 2026

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
06/11/2026	13958	GORMLEY LAW OFFICE PLC	-3,698.99
06/11/2026	13959	Charter Communications	-130.00
06/15/2026	13960	CGM Services	-600.00
06/15/2026	13961	MTA	-7,764.14
06/17/2026	13962	B&L Services	-905.00
06/17/2026	13963	QUADIENT FINANCE USA, INC.- postage	0.00
06/17/2026	13964	QUADIENT FINANCE USA, INC.- postage	-175.75
06/18/2026	13965	JENNA LABELLE	-150.00
06/22/2026	13966	ECONO-PRINT INC.	-7,009.16
06/22/2026	13967	Culligan of Ann Arbor	-36.96
06/22/2026	13968	Blue Cross Blue Shield of Michigan	-21,048.17
06/25/2026	13969	PNC Bank	-134.10
06/25/2026	13970	LIV CO CLERKS ASSOC	-100.00
06/25/2026	13971	DEBRA FOURNIER	-150.00
06/29/2026	13973	CONSUMERS ENERGY	-50.75
06/29/2026	13974	Applied Innovation	0.00
06/29/2026	13975	Green Oak Township	-10.14
06/29/2026	13972	VOID	0.00
06/29/2026	13976	Applied Innovation	-818.24
06/30/2026	13981	Jessica Timberlake	-69.60
06/30/2026	13982	SUMMER MCMULLEN	-146.86
06/30/2026	13983	SANDRA DONOVAN	-274.05
06/30/2026	13984	MATTHEW DEDES	-139.92
06/30/2026	13985	MATTHEW DEDES	-537.75
06/30/2026	13986	SHELBY DWYER	-537.75
06/30/2026	13987	Chloride Solutions	-4,555.52
06/30/2026	13988	Colonial Life	-491.59

INTEREST EARNED REPORT FY2026

INVESTMENT INTEREST EARNED REPORT FY2026

GENERAL FUND	BALANCE 6/30/2023	July	Aug	Sept	1st QTR	2nd QTR	3rd QTR	4th QTR	EARN YTD	BALANCE
BOAA Sav #619599	\$ 331,586.02	\$ 366.16	\$ 366.56	\$ 355.12	\$ 1,087.84	\$ 337.07	\$ 905.97	\$ 303.10	\$ 3,187.70	\$ 335,568.72
BOAA Lend Acq #19342	\$ 310,486.84	\$ 357.69	\$ 375.35	\$ 373.29	\$ 1,106.33	\$ 366.36	\$ 964.73	\$ 329.50	\$ 4,242.12	\$ 364,736.96
BOAA GEN CHECKING #10	\$ 2,504,765.59	\$ 2,506.54	\$ 2,105.45	\$ 2,640.24	\$ 7,252.23	\$ 2,643.83	\$ 3,363.22	\$ 3,655.02	\$ 19,995.36	\$ 3,329,827.07
Choice One Bank CD #4068	\$ 273,966.90	\$ 503.61	\$ 505.36	#####	\$ 1,172,578	\$ 909.78	\$ 2,720.72	\$ 3,242.26	\$ 19,995.90	\$ 283,932.80
Flushing Bank CD #430344	\$ 144,391.81	\$ 1,790.26	\$ 481.75	\$ 1,490.72	\$ 1,339.67	\$ 476.73	\$ 1,220.97	\$ 424.07	\$ 5,296.21	\$ 149,688.02
Flushing Bank CD #430344	\$ 130,251.54	\$ 1,790.26	\$ 481.75	\$ 1,490.72	\$ 1,339.67	\$ 476.73	\$ 1,220.97	\$ 424.07	\$ 5,296.21	\$ 135,547.82
Oxford CD #168666	\$ 130,251.54	\$ 1,790.26	\$ 481.75	\$ 1,490.72	\$ 1,339.67	\$ 476.73	\$ 1,220.97	\$ 424.07	\$ 5,296.21	\$ 135,547.82
LMCU CD #2186957-40	\$ 130,251.54	\$ 1,790.26	\$ 481.75	\$ 1,490.72	\$ 1,339.67	\$ 476.73	\$ 1,220.97	\$ 424.07	\$ 5,296.21	\$ 135,547.82
Horizon Bank # 199613	\$ 263,441.98	\$ 4,522.62	\$ 4,686.33	\$ 4,686.33	\$ 10,220.64	\$ 4,686.33	\$ 5,307.27	\$ 5,626.34	\$ 46,465.19	\$ 190,284.26
Monthly Totals	\$ 4,230,189.03	\$ 6,524.26	\$ 3,352.72	#####	\$ 24,453.16	\$ 8,020.60	\$ 15,028.47	\$ 8,543.93	\$ 86,485.02	\$ 4,880,348.72

WATER FUND	BOAA WATER NU #205856	Monthly Totals
	\$ 442,158.51	\$ 442,158.51
	\$ 442,158.51	\$ 442,158.51

SEWER FUND	CIBC CD #6981321	Monthly Totals
	\$ 230,042.75	\$ 230,042.75
	\$ 230,042.75	\$ 230,042.75

Grand Total	1st Qtr (Jul-Sept)	2nd Qtr (Oct-Dec)	3rd Qtr (Jan-Mar)	4th Qtr (Apr-Jun)	July to June Total
\$ 11,195,200.27	\$ 21,777.46	\$ 69,699.89	\$ 63,357.45	\$ 69,078.92	\$ 57,373.89
\$ 69,699.89	\$ 69,699.89	\$ 69,699.89	\$ 69,078.92	\$ 69,078.92	\$ 259,510.15
\$ 63,357.45	\$ 63,357.45	\$ 63,357.45	\$ 63,357.45	\$ 63,357.45	\$ 259,510.15
\$ 69,078.92	\$ 69,078.92	\$ 69,078.92	\$ 69,078.92	\$ 69,078.92	\$ 259,510.15
\$ 57,373.89	\$ 57,373.89	\$ 57,373.89	\$ 57,373.89	\$ 57,373.89	\$ 259,510.15
\$ 259,510.15	\$ 259,510.15	\$ 259,510.15	\$ 259,510.15	\$ 259,510.15	\$ 259,510.15

GENERAL FUND	Cometery 0321	PAK 5767	LochBox 4727	BOAA 5351	Private Rd 2248	Esrow 4099	Cur Tax 2673	Defind Tax 0313
\$ 81,160.12	\$ 96.41	\$ 98.95	\$ 302.32	\$ 106.96	\$ 302.32	\$ 106.96	\$ 302.32	\$ 106.96
\$ 167,500.01	\$ 344.12	\$ 352.31	\$ 392.78	\$ 1,079.21	\$ 344.68	\$ 1,025.21	\$ 344.68	\$ 1,025.21
\$ 27,458.76	\$ 70.47	\$ 71.11	\$ 28.47	\$ 39.58	\$ 7.62	\$ 13.97	\$ 44.66	\$ 13.97
\$ 306,597.13	\$ 311.18	\$ 301.25	\$ 21.40	\$ 63.12	\$ 19.99	\$ 35.60	\$ 72.96	\$ 35.60
\$ 9,779.61	\$ 1.25	\$ 0.88	\$ 2.81	\$ 970.56	\$ 294.87	\$ 276.72	\$ 838.28	\$ 276.72
\$ 15,288.06	\$ 461.71	\$ 873.60	\$ 5,018.37	\$ 6,353.66	\$ 142.89	\$ 33.43	\$ 942.11	\$ 718.23
\$ 1.39	\$ -	\$ -	\$ -	\$ 8,759.44	\$ -	\$ -	\$ 3,024.57	\$ -
\$ 607,532.02	TOTAL	\$ 78,459.33	\$ 566,982.02	#####	\$ 67,914.74	\$ 280,044.54	\$ 627,914.74	\$ 280,044.54

2026 ZONING REPORT

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Homes	11	3	6	4	2	8							34
Condo Units		4		2	6								12
Accessory Bldgs.	1	1	3	2	4	1							12
Decks	1		4	1	3	1							10
Pools		1		1	2								4
Additions					1	1							2
Land Balancing													0
Other				3		1							4
<b>TOTAL LAND USES</b>	<b>13</b>	<b>9</b>	<b>13</b>	<b>13</b>	<b>18</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>78</b>
Waivers	1	4	6	3	3	13							30
Finals	3	5	1	21	8	10							48
Site Plans													0
Pre-Planning Meetings													0
Sewer Inspections			6	2	3	7							18

## MEMO

TO: Marion Township Board of Trustees

FROM: Scott Richardson, Zoning Administrator

DATE: June 24, 2026

SUBJECT: Private Road Application PR#01-26

Joe Mazur, a resident at 3447 Mayberry Lane, is seeking to put in a private road on his parcel. The private road will be named Mayberry Farm Lane. At present, he is looking to split the 168.92 parcel into two parcels, one being 7.38 acres and the other being 161.54 acres. The private road would be located completely on the 161.54-acre parcel.

The split would provide a lot for Mr. Mazur's daughter to build a home. Without the private road, the smaller parcel would not have access directly to Mayberry Road and our ordinances do not allow for a shared driveway.

Mr. Mazur has included declarations for easements for ingress and egress, public and private utilities, storm water drainage and retention, and a maintenance agreement.

The plan has been reviewed by Livingston County Road Commission, Livingston County Drain Commission, and Wolverine Engineering. All entities have given their approval. Wolverine did note that the original plan called for a 16-foot-wide private road and noted that our newly adopted private road ordinance stated that minor private roads have a minimum width of 20 feet. Mr. Mazer has updated the plans to ensure compliance with the new ordinance.

The Planning Commission recommended approval and sent the application to the Board of trustees at their meeting on June 23, 2026.



# WOLVERINE ENGINEERS & SURVEYORS, INC.

312 NORTH STREET - MASON, MICHIGAN 48854 - PHONE 517.676.9200 - FAX 517.676.9396

May 29, 2026

Mr. Scott Richardson, - Zoning Administrator  
Marion Township  
2877 W. Coon Lake Road  
Howell, MI 48843

RE: Private Drive -Mayberry Farm Way - 3447 Mayberry Drive

Dear Mr. Richardson:

At your request we reviewed the site plan for the Private Drive, Mayberry Farm Way, located at 3447 Mayberry Road as prepared by Desine, Inc., dated March 17, 2026, consisting of twelve (12) plan sheets.

In general, the site plan proposes the construction of an approximately 1,835-foot-long private road that terminates in a cul-de-sac to provide access to two parcels (Parcel A being 161.54 acres and Parcel B containing 7.38 acres).

Given that the plans indicate this private road will be serving a total of two (2) parcels, the review comments are based in accordance with Section 6.20 Paragraph C. New Minor Private Roads of the Marion Township Code of Ordinances and other sections of Ordinance as may be applicable.

The private road is proposed to have a total length of 1,835 feet. This length is less than the maximum allowable length of 2,000 feet.

The road terminates in a cul-de-sac with a fifty (50) foot radius. This meets the requirements set forth in the PROCEDURES AND REGULATIONS FOR DEVELOPING PUBLIC ROADS, 2024 edition, as published by the Livingston County Road Commission.

The private road is proposed to have a 66-foot-wide easement. This easement dimension meets (or exceeds) the requirements of the Ordinance.

The road is proposed at 16 feet wide (see Note on Sheets RD1, RD2, AP, and DT). Section 6.02, Paragraph C2 states "*Roadway width should be at least twenty (20) feet whether paved or gravel.*" Given the size of this property and the potential for future splits, it is recommended the proposed road width meet that stated minimum requirement.

The road cross section is proposed as six (6) inches of 21AA gravel placed over suitable subgrade material. This cross section meets (or exceeds) the requirements of the Ordinance.

In accordance with the Ordinance, the road has a proposed crown of two (2) percent. This is appropriate for drainage.

Mr. Richardson  
May 29, 2026  
Page 2 of 2

It is our opinion that the vertical alignment conforms to the Livingston County Road Commission's applicable standards.

A well-designed storm water management system has been included as a part of the plans. Further, it is our understanding the Livingston County Drain Commissioner's Office has reviewed the plans for storm water management.

It is anticipated that an SESC permit will be required by the Livingston County Drain Commissioner's Office and a permit to work within Mayberry Road right-of-way will be required from the Livingston County Road Commission.

Additionally, any approvals or permits as issued by Marion Township do not obviate the need for permits from other governmental agencies having jurisdiction.

From an engineering perspective, we take no exception to the private road concept as presented; however, given the proposed roadway width does not satisfy the minimum width required for a new minor road in the ordinance, we recommend any approvals being granted contingent upon the plans being revised to reflect the require twenty (20) foot road width and resubmitted.

We appreciate the opportunity to assist Marion Township in this site plan review.

If you have any questions or would like to discuss any items mentioned herein, please do not hesitate to contact our office.

Sincerely,

WOLVERINE ENGINEERS & SURVEYORS, INC.



Donald B. Heck, P.E.

DBH:ood



**HASTINGS TESTING ENGINEERS  
AND ENVIRONMENTAL, INC.**

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4841 GOLF CLUB ROAD • HOWELL, MI 48843

(517) 546-6121

F: (517) 546-1478

Robert@HastingsTesting.com

May 01, 2026

Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

Attention: Wayne Perry

Reference: Mayberry Lane – Sub-Surface Exploration

Dear Mr. Perry,

Eight (08) soil test boring designated as soil boring locations #1 through #8 were drilled in the influence of the planned Mayberry Lane development located in Marion Township, Michigan. Soil test boring #1 through #4 were performed in the influence of proposed detention basins to determine the soil profile and infiltration rates of the sub-surface sub-grade materials and were advanced to a depth of twenty-five feet (25'-0") below the existing site grade. Test boring locations #5 through #8 were performed in the influence of the proposed roadway to determine the structural integrity of the sub-surface sub-grade materials and were advanced to a depth of twenty feet (20'-0") below the existing site grade. The soil boring locations can be identified on the enclosed diagram.

Soil descriptions, ground water observations and the results of field tests are to be found on the accompanying soil boring logs.

Soil descriptions and depths shown on the soil boring logs are approximate indications of change from one soil to another and are not intended to represent an exact geological change or stratification.

Ground water was encountered in each of the test boring locations at the following depths:

- Test boring location #1 – 7'-0" below the existing site grade.
- Test boring location #2 – 7'-0" below the existing site grade.
- Test boring location #3 – 6'-6" below the existing site grade.
- Test boring location #4 – 7'-6" below the existing site grade.
- Test boring location #5 – None.
- Test boring location #6 – 13'-0" below the existing site grade.
- Test boring location #7 – 6'-0" below the existing site grade.
- Test boring location #8 – 7'-0" below the existing site grade.



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It should be noted that short-term ground water observations may not provide a reliable indication of the depth of the water table. In cohesive soils this is due to the slow rate of water infiltration into the bore hole as well as the potential for water to be trapped in overlying layers of granular soil in periods of heavy rain fall.

Information obtained from soil blow counts (standard penetration) indicate that the soils are variably compacted. The granular soils encountered were generally in a medium dense to dense state, and the cohesive soils encountered generally had medium stiff consistencies.

Soil blow counts, profiles of the encountered sub-grade soils and the unconfined compressive strength of cohesive soils can be reviewed on the test boring logs.

### **Roadway Recommendations**

The sub-grade soils will generally consist of silty granular materials. The specified soils are moisture sensitive and may become unstable if too much moisture is allowed to accumulate on sub-grade surfaces. Prior to the addition of any fill materials or base course materials, it is recommended that the sub-grade elevation be proof rolled with a fully loaded tandem axle dump truck or other approved equipment to determine if there is any sub-grade instability. Any unstable sub-grade materials should be removed and replaced with engineered fill material placed in horizontal lifts not exceeding one foot in depth with each lift compacted uniformly to a minimum density of ninety-five percent of the materials maximum unit weight as determined by AASHTO T-180 or ASTM D1557.

It is anticipated that the planned roadway will generally accommodate light vehicle traffic. It is recommended that the sub-grade soils be fine graded to pitch toward storm sewer structures. It is also recommended that underdrains be installed in low areas and around structures to facilitate the removal of any excess water accumulations.

It is recommended that the profile of the pavement consist of seven inches of granular materials (MDOT class II granular material – compacted to 95%) as a subbase material, eight inches of limestone (MDOT 21AA dense graded aggregate – compacted to 98%) as a base course material and four inches of asphalt (2" leveling course and 2" wearing course) MDOT 3E3 (leveling course) and 5E3 (wearing course).

### **Infiltration Testing**

Hastings Testing Engineers and Environmental Inc. was requested to perform infiltration tests from soil sampled during drilling operations. The infiltration tests were performed to determine the hydraulic conductivity of existing soils in the influence of the proposed detention systems. Hastings Testing Engineers and Environmental Inc. performed the constant head permeability tests on eight samples (ASTM D2434). The results of the tests are as follows:



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**Test #1**

Sample: Soil boring location #1.

Depth: Approximately four feet six inches below the existing site grade.

Sub-Grade Material: Fine Brown Sand with some Silt

$$K_{sat} = 3.3 \frac{in}{hr}$$

**Test #2**

Sample: Soil boring location #1.

Depth: Approximately ten feet below the existing site grade.

Sub-Grade Material: Medium Brown Sand with some Silt

$$K_{sat} = 6.4 \frac{in}{hr}$$

**Test #3**

Sample: Soil boring location #2.

Depth: Approximately three feet below the existing site grade.

Sub-Grade Material: Medium Brown Sand with some Silt

$$K_{sat} = 8.1 \frac{in}{hr}$$

**Test #4**

Sample: Soil boring location #2.

Depth: Approximately six feet below the existing site grade.

Sub-Grade Material: Fine Brown Sand with some Silt

$$K_{sat} = 4.9 \frac{in}{hr}$$

**Test #5**

Sample: Soil boring location #3.

Depth: Approximately five feet below the existing site grade.

Sub-Grade Material: Fine Brown Sand with some Silt

$$K_{sat} = 6.7 \frac{in}{hr}$$

**Test #6**

Sample: Soil boring location #3.

Depth: Approximately ten feet below the existing site grade.

Sub-Grade Material: Medium Brown Sand with some Silt

$$K_{sat} = 9.8 \frac{in}{hr}$$



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**Test #7**

Sample: Soil boring location #4.

Depth: Approximately five feet below the existing site grade.

Sub-Grade Material: Fine Brown Sand with some Silt

$$K_{sat} = 7.0 \frac{in}{hr}$$

**Test #8**

Sample: Soil boring location #4.

Depth: Approximately ten feet below the existing site grade.

Sub-Grade Material: Medium Brown Sand with some Silt

$$K_{sat} = 10.4 \frac{in}{hr}$$

**Conclusions**

Experience indicates that the actual subsoil conditions at the site could vary from those generalized on the basis of test borings made at specific locations. It is therefore essential that Hastings Testing Engineers and Environmental Inc. be notified of any variation of the soil conditions to determine the effects on the recommendations in this report. The evaluations and recommendations contained in this report have been formulated on assumed data relating to the proposed project. Any significant change in this data in the final design plans should be brought to our attention for review and evaluation.

If you should have further questions, please contact our office.

Sincerely,

Marc A. W. Smith PE





# HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL, INC.

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(517) 546-6121

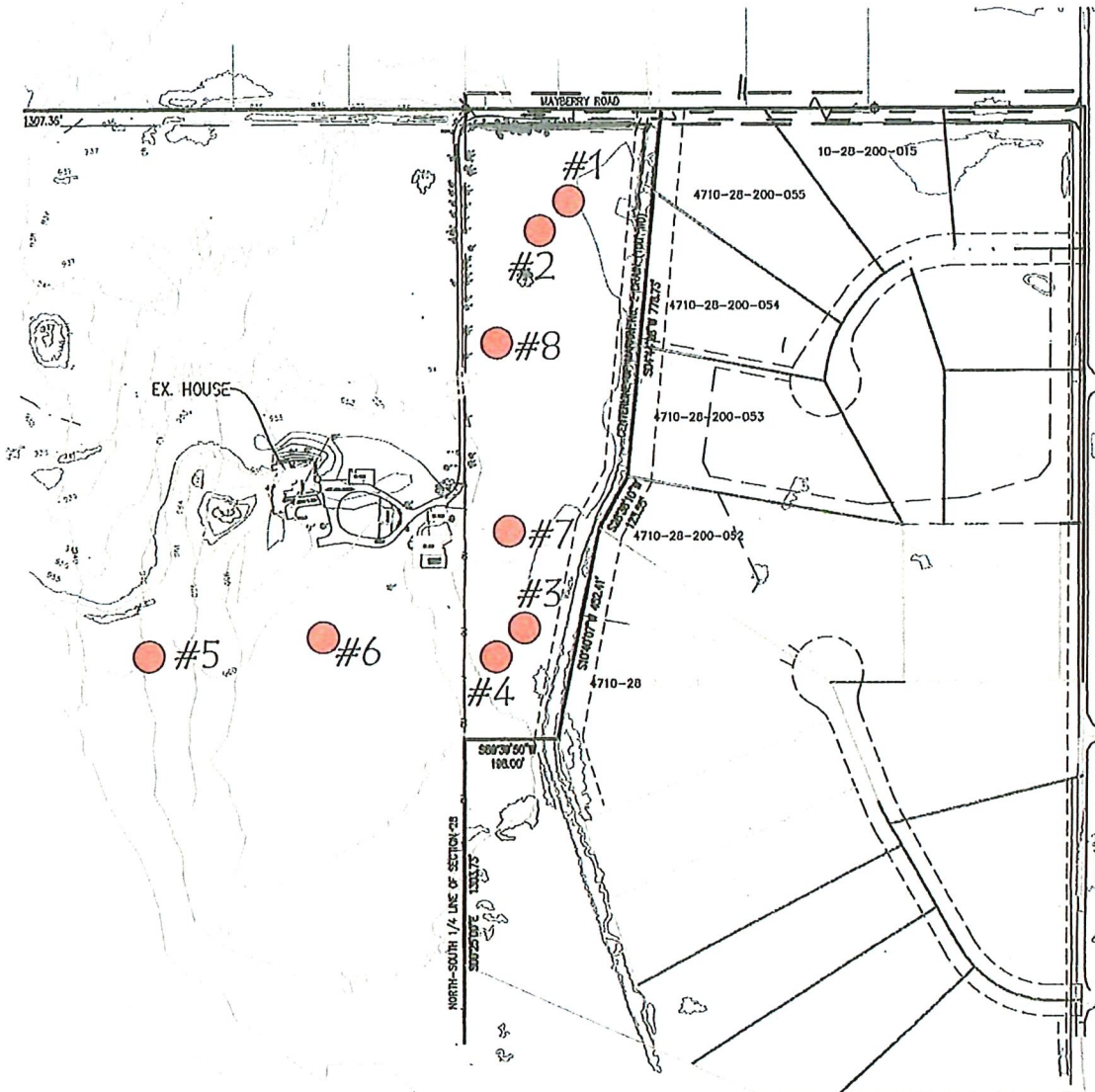
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Robert@HastingsTesting.com

## Mayberry Lane

Soil Boring Testing Diagram

Date : 04/14/2026 through 04/20/2026



○ = Approximate Test Location



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Robert@HastingsTesting.com

REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7791  
CLIENT # : 5135  
DATE: 04/14/2026  
PAGE: 1

LOCATION: Soil Boring Location #1 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
							Str. PSF	Fail Strain
Organic Soil and Material	0.5							
	1							
Medium Brown Sand with some Silt	1.5		3					
	2		3					
	2.5	SS1	3	6	6.1			
	3							
Fine Brown Sand with some Silt	3.5		3					
	4		6					
	4.5	SS2	6	12	6.7			
	5							
	5.5							
	6		4					
	6.5		3					
	7	SS3	4	7	10.4			
	7.5							
	8							
Medium Brown Sand with some Silt	8.5		8					
	9		7					
	9.5	SS4	8	15	11.2			
	10							
	10.5							
	11							
	11.5							
	12							
	12.5							
	13							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 7'-0" BEG GROUND WATER AFTER COMPLEATION: 7'-0" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7791  
CLIENT # : 5135  
DATE: 04/14/2026  
PAGE: 2

LOCATION: Soil Boring Location #1 - See Enclosed Diagram

	Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
								Str. PSF	Fail Strain
█	Medium Brown Sand with	13.5		9					
█	some Silt	14		11					
█		14.5	SS5	10	21	9.9			
█		15							
█		15.5							
█		16							
█		16.5							
█		17							
█		17.5							
█		18							
▤	Fine Brown Sand with	18.5		8					
▤	some Silt	19		12					
▤		19.5	SS6	14	26	11.9			
▤		20							
▤		20.5							
▤		21							
▤		21.5							
▤		22							
▤		22.5							
▤		23							
▤		23.5		9					
▤		24		11					
▤		24.5	SS7	18	29	13.4			
▤	End Of Soil Boring #1	25							
▤		25.5							
▤		26							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 7'-0" BEG GROUND WATER AFTER COMPLEATION: 7'-0" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7792  
CLIENT # : 5135  
DATE: 04/14/2026  
PAGE: 1

LOCATION: Soil Boring Location #2 - See Enclosed Diagram

	Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
								Str. PSF	Fail Strain
■ ■ ■ ■	Organic Soil and Material	0.5							
■ ■ ■ ■		1							
■ ■ ■ ■ ■ ■ ■ ■	Medium Brown Sand with some Silt	1.5		3					
■ ■ ■ ■ ■ ■ ■ ■		2		3					
■ ■ ■ ■ ■ ■ ■ ■		2.5	SS1	3	6	5.4			
■ ■ ■ ■ ■ ■ ■ ■		3							
■ ■ ■ ■ ■ ■ ■ ■		3.5		3					
■ ■ ■ ■ ■ ■ ■ ■		4		4					
■ ■ ■ ■ ■ ■ ■ ■		4.5	SS2	3	7	5.7			
■ ■ ■ ■ ■ ■ ■ ■		5							
■ ■ ■ ■ ■ ■ ■ ■		5.5							
■ ■ ■ ■ ■ ■ ■ ■	Fine Brown Sand with some Silt	6		15					
■ ■ ■ ■ ■ ■ ■ ■		6.5		12					
■ ■ ■ ■ ■ ■ ■ ■		7	SS3	11	23	11.8			
■ ■ ■ ■ ■ ■ ■ ■		7.5							
■ ■ ■ ■ ■ ■ ■ ■		8							
■ ■ ■ ■ ■ ■ ■ ■		8.5		7					
■ ■ ■ ■ ■ ■ ■ ■		9		8					
■ ■ ■ ■ ■ ■ ■ ■		9.5	SS4	14	22	13.4			
■ ■ ■ ■ ■ ■ ■ ■		10							
■ ■ ■ ■ ■ ■ ■ ■		10.5							
■ ■ ■ ■ ■ ■ ■ ■		11							
■ ■ ■ ■ ■ ■ ■ ■		11.5							
■ ■ ■ ■ ■ ■ ■ ■		12							
■ ■ ■ ■ ■ ■ ■ ■		12.5							
■ ■ ■ ■ ■ ■ ■ ■		13							

<p>Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube</p>	<p>* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.</p>
<p>DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material</p>	<p>GROUND WATER ENCOUNTERED AT: 7'-0" BEG GROUND WATER AFTER COMPLEATION: 7'-0" BEG GROUND WATER AFTER: 1 Hour</p>



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7792  
CLIENT # : 5135  
DATE: 04/14/2026  
PAGE: 2

LOCATION: Soil Boring Location #2 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
							Str. PSF	Fail Strain
Fine Brown Sand with	13.5		6					
some Silt	14		9					
	14.5	SS5	12	21	14.5			
	15							
	15.5							
	16							
	16.5							
	17							
	17.5							
	18							
	18.5		9					
	19		10					
	19.5	SS6	17	27	12.7			
	20							
	20.5							
	21							
	21.5							
	22							
	22.5							
	23							
	23.5		13					
	24		18					
	24.5	SS7	17	35	11.8			
End Of Soil Boring #2	25							
	25.5							
	26							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 7'-0" BEG GROUND WATER AFTER COMPLETION: 7'-0" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7793  
CLIENT # : 5135  
DATE: 04/20/2026  
PAGE: 1

LOCATION: Soil Boring Location #3 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
							Str. PSF	Fail Strain
Organic Soil and Material	0.5							
	1							
Fine Brown Sand with	1.5		3					
some Silt	2		5					
	2.5	SS1	8	13	7.1			
	3							
	3.5		4					
	4		10					
	4.5	SS2	10	20	6.4			
	5							
	5.5							
	6		11					
	6.5		15					
	7	SS3	16	31	10.1			
	7.5							
	8							
Medium Brown Sand with	8.5		7					
some Silt	9		5					
	9.5	SS4	12	17	13.3			
	10							
	10.5							
	11							
	11.5							
	12							
	12.5							
	13							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 6'-6" BEG GROUND WATER AFTER COMPLEATION: 6'-6" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7793  
CLIENT # : 5135  
DATE: 04/20/2026  
PAGE: 2

LOCATION: Soil Boring Location #3 - See Enclosed Diagram

	Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
								Str. PSF	Fail Strain
☐	Fine Brown Sand with	13.5		9					
☐	some Silt	14		16					
☐		14.5	SS5	13	29	14.2			
☐		15							
☐		15.5							
☐		16							
☐		16.5							
☐		17							
☐		17.5							
☐		18							
☐	Medium Brown Sand with	18.5		8					
☐	some Silt	19		12					
☐		19.5	SS6	12	24	11.5			
☐		20							
☐		20.5							
☐		21							
☐		21.5							
☐		22							
☐		22.5							
☐		23							
☐		23.5		9					
☐		24		9					
☐		24.5	SS7	15	24	12.7			
☐	End Of Soil Boring #3	25							
☐		25.5							
☐		26							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 6'-6" BEG GROUND WATER AFTER COMPLEATION: 6'-6" BEG GROUND WATER AFTER: 1 Hour



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**REPORT OF SOIL BORING**

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7794  
CLIENT # : 5135  
DATE: 04/20/2026  
PAGE: 1

LOCATION: Soil Boring Location #4 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
							Str. PSF	Fail Strain
Organic Soil and Material	0.5							
	1							
Medium Brown Sand with	1.5		3					
some Silt	2		5					
	2.5	SS1	4	9	6.5			
	3							
Fine Brown Sand with	3.5		5					
some Silt	4		7					
	4.5	SS2	4	11	6.4			
	5							
	5.5							
	6		10					
	6.5		14					
	7	SS3	12	26	9.4			
	7.5							
	8							
Medium Brown Sand with	8.5		7					
some Silt	9		13					
	9.5	SS4	12	25	14.2			
	10							
	10.5							
	11							
	11.5							
	12							
	12.5							
	13							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 7'-6" BEG GROUND WATER AFTER COMPLEATION: 7'-6" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7794  
CLIENT # : 5135  
DATE: 04/20/2026  
PAGE: 2

LOCATION: Soil Boring Location #4 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
							Str. PSF	Fail Strain
Medium Brown Sand with	13.5		9					
some Silt	14		10					
	14.5	SS5	10	20	13.6			
	15							
	15.5							
	16							
	16.5							
	17							
	17.5							
	18							
	18.5		11					
	19		10					
	19.5	SS6	11	21	12.5			
	20							
	20.5							
	21							
	21.5							
	22							
	22.5							
	23							
	23.5		10					
	24		9					
	24.5	SS7	10	19	15.1			
End Of Soil Boring #4	25							
	25.5							
	26							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 7'-6" BEG GROUND WATER AFTER COMPLETION: 7'-6" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7795  
CLIENT # : 5135  
DATE: 04/20/2026  
PAGE: 1

LOCATION: Soil Boring Location #5 - See Enclosed Diagram

	Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
								Str. PSF	Fail Strain
	Organic Soil and Material	0.5							
	Silty Brown Clay	1							
		1.5		3					
		2		4					
		2.5	SS1	5	9	16.2		3500	
		3							
		3.5		3					
		4		5					
		4.5	SS2	3	8	17		2000	
		5							
		5.5							
	Fine Brown Sand with	6		5					
	some Silt	6.5		7					
		7	SS3	8	15	5.4			
		7.5							
		8							
		8.5		8					
		9		9					
		9.5	SS4	6	15	6.1			
		10							
		10.5							
		11							
		11.5							
		12							
		12.5							
		13							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: None GROUND WATER AFTER COMPLEATION: None GROUND WATER AFTER: ---



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7795  
CLIENT # : 5135  
DATE: 04/20/2026  
PAGE: 2

LOCATION: Soil Boring Location #5 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
							Str. PSF	Fail Strain
Medium Brown Sand with	13.5		8					
some Sand	14		11					
	14.5	SS5	16	27	7			
	15							
	15.5							
	16							
	16.5							
	17							
	17.5							
	18							
	18.5		4					
	19		5					
	19.5	SS6	6	11	7.3			
End Of Soil Boring #5	20							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: None GROUND WATER AFTER COMPLEATION: None GROUND WATER AFTER: ---



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7796  
CLIENT # : 5135  
DATE: 04/20/2026  
PAGE: 1

LOCATION: Soil Boring Location #6 - See Enclosed Diagram

	Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
								Str. PSF	Fail Strain
[Pattern]	Organic Soil and Material	0.5							
[Pattern]	Medium Brown Sand with	1							
[Pattern]	some Silt	1.5		7					
[Pattern]		2		4					
[Pattern]		2.5	SS1	6	10	9.1			
[Pattern]		3							
[Pattern]		3.5		4					
[Pattern]		4		5					
[Pattern]		4.5	SS2	4	9	6.3			
[Pattern]		5							
[Pattern]		5.5							
[Pattern]	Fine Brown Sand with	6		3					
[Pattern]	some Sand	6.5		3					
[Pattern]		7	SS3	3	6	5.5			
[Pattern]		7.5							
[Pattern]		8							
[Pattern]		8.5		3					
[Pattern]		9		3					
[Pattern]		9.5	SS4	3	6	5.8			
[Pattern]		10							
[Pattern]		10.5							
[Pattern]		11							
[Pattern]		11.5							
[Pattern]		12							
[Pattern]		12.5							
[Pattern]		13							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 13'-0" BEG GROUND WATER AFTER COMPLEATION: 13'-0" BEG GROUND WATER AFTER: 1 Hour



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REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
 2183 Pless Drive  
 Brighton, MI 48114

REPORT # : 7796  
 CLIENT # : 5135  
 DATE: 04/20/2026  
 PAGE: 2

LOCATION: Soil Boring Location #6 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
							Str. PSF	Fail Strain
Fine Brown Sand with	13.5		4					
some Silt	14		4					
	14.5	SS5	5	9	13.6			
	15							
	15.5							
	16							
	16.5							
	17							
	17.5							
	18							
	18.5		11					
	19		14					
	19.5	SS6	14	28	13.1			
End Of Soil Boring #6	20							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 13'-0" BEG GROUND WATER AFTER COMPLEATION: 13'-0" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7797  
CLIENT # : 5135  
DATE: 04/14/2026  
PAGE: 1

LOCATION: Soil Boring Location #7 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
							Str. PSF	Fail Strain
Organic Soil and Material	0.5							
	1							
Fine Brown Sand with some Silt	1.5		5					
	2		5					
	2.5	SS1	5	10	7.6			
	3							
Medium Brown Sand with some Silt	3.5		4					
	4		4					
	4.5	SS2	3	7	7.4			
	5							
	5.5							
	6		4					
	6.5		5					
	7	SS3	4	9	10.8			
	7.5							
	8							
Fine Brown Sand with some Silt	8.5		6					
	9		5					
	9.5	SS4	4	9	11.6			
	10							
	10.5							
	11							
	11.5							
	12							
	12.5							
	13							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 6'-0" BEG GROUND WATER AFTER COMPLEATION: 6'-0" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7797  
CLIENT # : 5135  
DATE: 04/14/2026  
PAGE: 2

LOCATION: Soil Boring Location #7 - See Enclosed Diagram

	Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
								Str. PSF	Fail Strain
	Fine Brown Sand with	13.5		5					
	some Silt	14		7					
		14.5	SS5	14	21	13			
		15							
		15.5							
		16							
		16.5							
		17							
		17.5							
		18							
		18.5		9					
		19		11					
		19.5	SS6	10	21	12.2			
	End Of Soil Boring #7	20							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 6'-0" BEG GROUND WATER AFTER COMPLETION: 6'-0" BEG GROUND WATER AFTER: 1 Hour



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7798  
CLIENT # : 5135  
DATE: 04/14/2026  
PAGE: 1

LOCATION: Soil Boring Location #8 - See Enclosed Diagram

	Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
								Str. PSF	Fail Strain
[Pattern]	Organic Soil and Material	0.5							
[Pattern]	Fine Brown Sand with	1							
[Pattern]	some Silt	1.5		4					
[Pattern]		2		5					
[Pattern]		2.5	SS1	5	10	4.8			
[Pattern]		3							
[Pattern]		3.5		4					
[Pattern]		4		5					
[Pattern]		4.5	SS2	5	10	5.9			
[Pattern]		5							
[Pattern]		5.5							
[Pattern]		6		4					
[Pattern]		6.5		4					
[Pattern]		7	SS3	4	8	8.1			
[Pattern]		7.5							
[Pattern]		8							
[Pattern]	Medium Brown Sand with	8.5		10					
[Pattern]	some Silt	9		7					
[Pattern]		9.5	SS4	4	11	10.7			
[Pattern]		10							
[Pattern]		10.5							
[Pattern]		11							
[Pattern]		11.5							
[Pattern]		12							
[Pattern]		12.5							
[Pattern]		13							

<p>Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube</p>	<p>* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.</p>
<p>DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material</p>	<p>GROUND WATER ENCOUNTERED AT: 7'-0" BEG GROUND WATER AFTER COMPLETION: 7'-0" BEG GROUND WATER AFTER: 1 Hour</p>



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## REPORT OF SOIL BORING

TESTED FOR: Desine Engineers  
2183 Pless Drive  
Brighton, MI 48114

REPORT # : 7798  
CLIENT # : 5135  
DATE: 04/14/2026  
PAGE: 2

LOCATION: Soil Boring Location #8 - See Enclosed Diagram

	Soil Description	Depth in Feet	Sample & Type	Blow Count*	N Val	% Water	Natural Weight P C F	Unconfined Strength	
								Str. PSF	Fail Strain
█	Medium Brown Sand with	13.5		5					
█	some Silt	14		4					
█		14.5	SS5	10	14	11.3			
█		15							
█		15.5							
█		16							
█		16.5							
█		17							
█		17.5							
█		18							
█		18.5		8					
█		19		10					
█		19.5	SS6	11	21	13.4			
█	End Of Soil Boring #8	20							

Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube	* Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.
DRILLING METHOD: Track Mounted Auger DRILLING FOREMAN: A. Gibbs BACKFILL MATERIAL: Existing Material	GROUND WATER ENCOUNTERED AT: 7'-0" BEG GROUND WATER AFTER COMPLEATION: 7'-0" BEG GROUND WATER AFTER: 1 Hour







**LEGEND**

- 1" CONTOUR
- 2" CONTOUR
- 3" CONTOUR
- 4" CONTOUR
- 5" CONTOUR
- 6" CONTOUR
- 7" CONTOUR
- 8" CONTOUR
- 9" CONTOUR
- 10" CONTOUR
- 12" CONTOUR
- 15" CONTOUR
- 20" CONTOUR
- 25" CONTOUR
- 30" CONTOUR
- 40" CONTOUR
- 50" CONTOUR
- 60" CONTOUR
- 70" CONTOUR
- 80" CONTOUR
- 90" CONTOUR
- 100" CONTOUR
- 110" CONTOUR
- 120" CONTOUR
- 130" CONTOUR
- 140" CONTOUR
- 150" CONTOUR
- 160" CONTOUR
- 170" CONTOUR
- 180" CONTOUR
- 190" CONTOUR
- 200" CONTOUR
- 210" CONTOUR
- 220" CONTOUR
- 230" CONTOUR
- 240" CONTOUR
- 250" CONTOUR
- 260" CONTOUR
- 270" CONTOUR
- 280" CONTOUR
- 290" CONTOUR
- 300" CONTOUR
- 310" CONTOUR
- 320" CONTOUR
- 330" CONTOUR
- 340" CONTOUR
- 350" CONTOUR
- 360" CONTOUR
- 370" CONTOUR
- 380" CONTOUR
- 390" CONTOUR
- 400" CONTOUR
- 410" CONTOUR
- 420" CONTOUR
- 430" CONTOUR
- 440" CONTOUR
- 450" CONTOUR
- 460" CONTOUR
- 470" CONTOUR
- 480" CONTOUR
- 490" CONTOUR
- 500" CONTOUR
- 510" CONTOUR
- 520" CONTOUR
- 530" CONTOUR
- 540" CONTOUR
- 550" CONTOUR
- 560" CONTOUR
- 570" CONTOUR
- 580" CONTOUR
- 590" CONTOUR
- 600" CONTOUR
- 610" CONTOUR
- 620" CONTOUR
- 630" CONTOUR
- 640" CONTOUR
- 650" CONTOUR
- 660" CONTOUR
- 670" CONTOUR
- 680" CONTOUR
- 690" CONTOUR
- 700" CONTOUR
- 710" CONTOUR
- 720" CONTOUR
- 730" CONTOUR
- 740" CONTOUR
- 750" CONTOUR
- 760" CONTOUR
- 770" CONTOUR
- 780" CONTOUR
- 790" CONTOUR
- 800" CONTOUR
- 810" CONTOUR
- 820" CONTOUR
- 830" CONTOUR
- 840" CONTOUR
- 850" CONTOUR
- 860" CONTOUR
- 870" CONTOUR
- 880" CONTOUR
- 890" CONTOUR
- 900" CONTOUR
- 910" CONTOUR
- 920" CONTOUR
- 930" CONTOUR
- 940" CONTOUR
- 950" CONTOUR
- 960" CONTOUR
- 970" CONTOUR
- 980" CONTOUR
- 990" CONTOUR
- 1000" CONTOUR

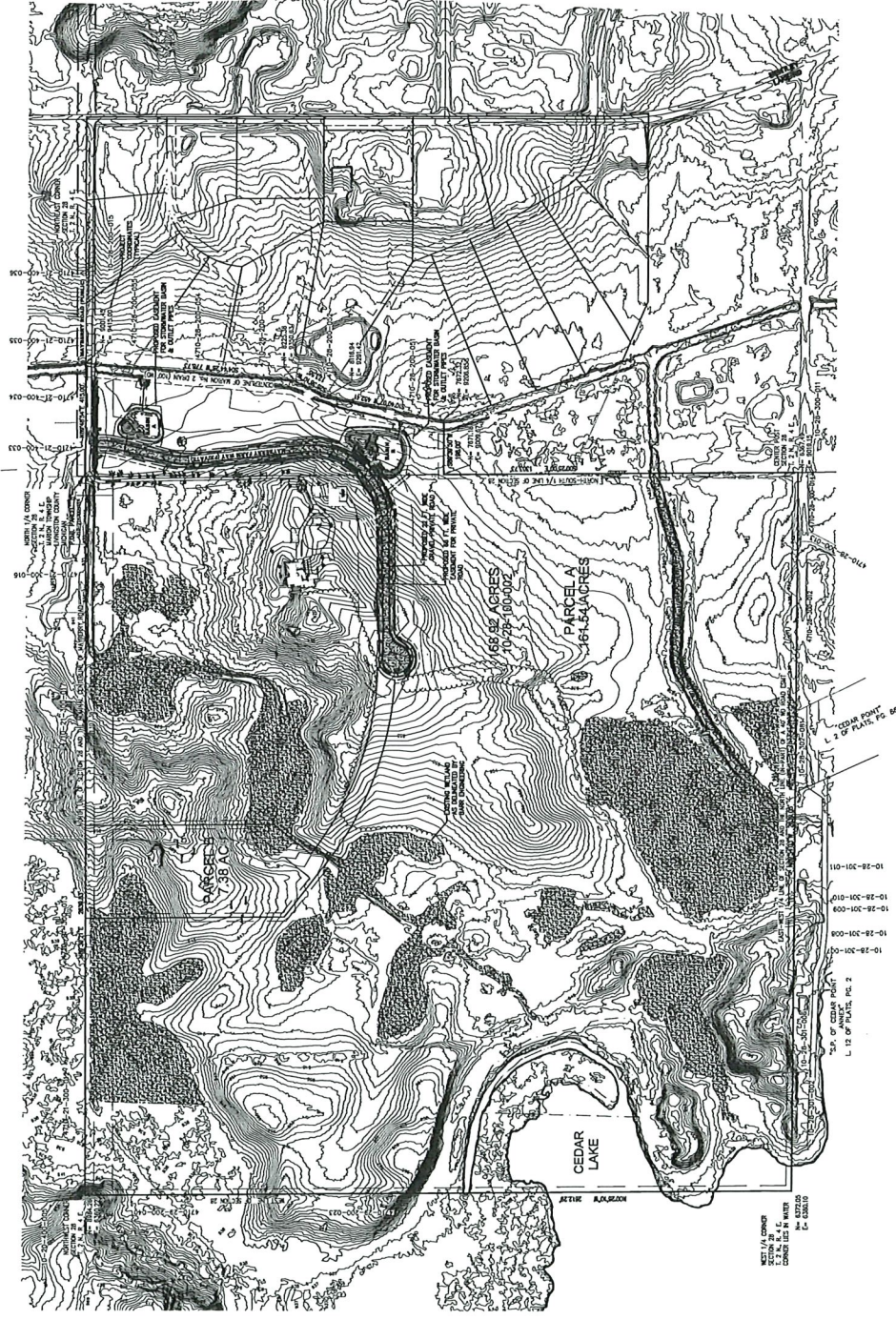
**SITE CHARACTERISTICS:**  
 PARCEL # 10-28-100-002  
 PARCEL AREA 166.82 AC  
 MINIMUM AREA REPOSED 2.0 AC  
 SETBACKS: FRONT 70 FT  
 REAR 25 FT  
 SIDE 25 FT  
 CORNERANCE 150 FT

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 BRIGHTON, MICHIGAN 48114

CLIENT: JOE MAZUR  
 3447 MAYBERRY ROAD  
 HOWELL, MICHIGAN 48843  
 734-637-8186

PROJECT NO.: 025443  
 DWG NAME: 043.SP  
 ISSUED: MAY 21, 2008



**SITE PLAN**  
**PRIVATE ROAD**

**3447 Mayberry Road**  
**Marion Township, Mi.**

REVISION #	DATE	REVISION/DESCRIPTION	DATE	REVISION #	DESCRIPTION
DESIGN/WMP	05-21-08	REVISED FOR LOGS REVIEW COMMENTS			
DRAFT/ LP					
CHECK/ WMP					



















## **MAYBERRY FARM WAY STORMWATER MANAGEMENT AGREEMENT**

Joe Mazur, whose address is 3447 Mayberry Lane, Howell, Michigan 48843 as "Owner" of the property described below, pursuant to Marion Township ("Township") regulations, agrees to install and maintain stormwater management facilities on the subject property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continue serving the intended function in perpetuity. This Agreement includes the following exhibits:

**Exhibit A:** Legal description of the land for which this Agreement applies ("Property").

**Exhibit B:** Site Plan showing location of the Property and an accurate location of the on-site stormwater management system, including but not limited to, storm sewers, swales, manholes, catch basins, storm water inlets, detention system, outlet structure, and discharge pipe.

**Exhibit C:** Long-term Maintenance Plan that prescribes those activities that must be carried out to maintain compliance with this Agreement.

After construction has been verified and accepted by the Township for the stormwater management facilities, an addendum(s) to this agreement shall be recorded by the Owner showing as-built design and construction details and copies provided to the Township. The addendum may therefore contain several additional exhibits.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions, and restrictions:

- (1) The Owner shall be solely responsible for the installation, maintenance and repair of the stormwater management system, including associated landscaping, identified in **Exhibit B** in accordance with the Maintenance Plan **Exhibit C**. The Owner shall be solely responsible for the installation of the elements identified in **Exhibit B**.
- (2) No alterations or changes to the stormwater management facilities identified in **Exhibit B** shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Township.
- (3) The Owner shall have the stormwater management facilities inspected to ensure maintenance of the stormwater management facilities identified in **Exhibit B**.
- (4) The Owner shall maintain records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the stormwater management facilities identified in **Exhibit B** in accordance with the Maintenance Plan **Exhibit C**.
- (5) Inspections shall be conducted at least annually and after any rain event of 3" or more.

The Township, or its designee is authorized to access the Property as necessary to conduct inspections of the stormwater management facilities or drainage easements to ascertain compliance with the intent of this Agreement and activities prescribed in **Exhibit C**. Upon written notification by the Township or its designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Township. The Owner shall be liable for the failure to undertake any maintenance or repairs.

If the Owner does not keep the stormwater management facilities in reasonable order and condition, or complete maintenance activities in accordance with the Maintenance Plan contained in **Exhibit C**, or the required maintenance or repairs within the specified time frames, the Township is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the facilities and prevent the facilities from becoming a threat to public health, safety, general welfare or the environment. Further, in the case of an emergency, as determined by the Township, no notice shall be required prior to the Township performing emergency maintenance or repairs. In either event, the Township shall levy the costs and expenses of such inspections, maintenance or repairs against the Owner, plus an administrative fee in the amount of ten percent (10%) of the cost and expenses. The Township at the time of entering upon said stormwater management facility for the purpose of maintenance or repair may file a notice of lien in the office of the Register of Deeds for Livingston County upon the Property.

The Owner hereby conveys to the Township an easement over, on and in the property described in **Exhibit A** for the purpose of access to the stormwater management facilities for the inspection, maintenance and repair thereof, should the Owner fail to do so.

The Owner agrees that this Agreement shall be recorded in the office of the Register of Deed for Livingston County, at the cost of the Owner, and that the land described in **Exhibit A** shall be subject to the covenants and obligations contained herein, and this Agreement shall bind all current and future owners of the property.

In the event that the Property is sold, transferred, or leased, the Owner agrees that it shall provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the stormwater management facilities. The information shall accompany the first deed transfer and include **Exhibits A, B and C** and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.

The Owner agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

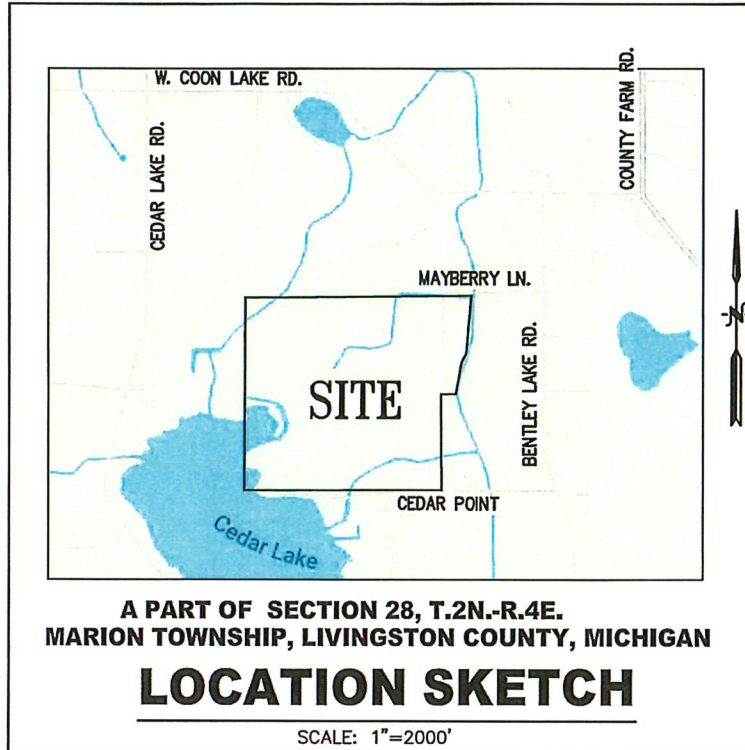
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*[Signature and Acknowledgement Pages Follow]*



# EXHIBIT A

## LOCATION SKETCH



PARCEL No. 4710-28-100-002 168.92± Acres

BEGINNING at the North 1/4 Corner of Section 28, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N89°48'54"E (recorded as N89°48'39"E) 415.00 feet along the North line of said Section 28 and the nominal centerline of Mayberry Road (33-foot wide 1/2 Right-of-Way), to a point distant 2219.21 feet N89°48'54"E (recorded as N89°48'39"E) to the Northeast Corner of said Section 28; thence along the centerline of Marion No. 2 Drain (100-foot wide) as depicted in Certified Land Survey No. 2006S-0069, Livingston County Records the following three courses:

- 1) S04°44'28"W 778.73 feet (recorded as S04°43'08"W 778.33 feet),
- 2) S28°38'10"W (recorded as S28°36'50"W) 123.55 feet and
- 3) S10°40'07"W (recorded as S10°38'47"W) 452.41 feet;

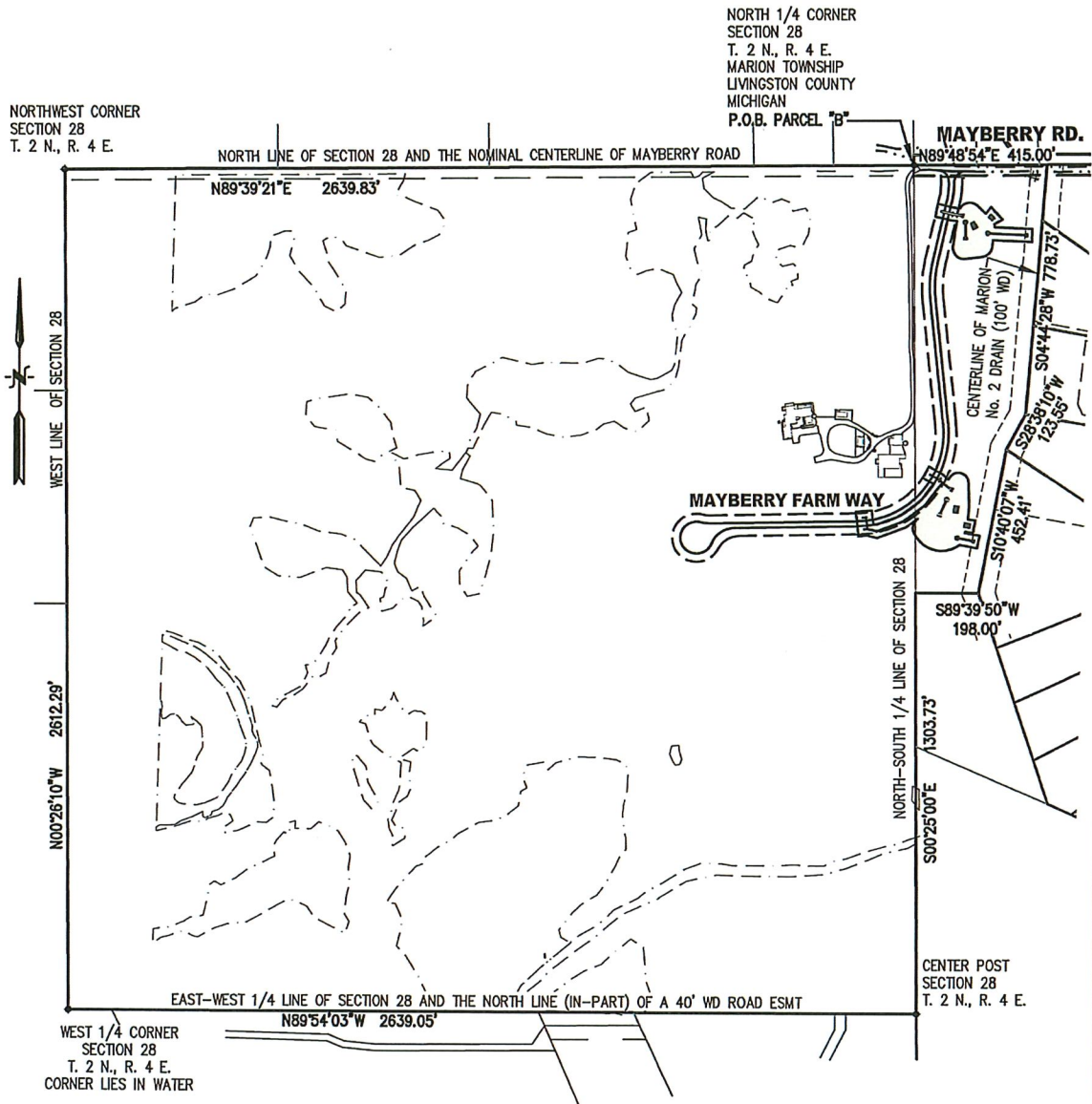
thence S89°39'50"W (recorded as S89°33'33"W) 198.00 feet to the North-South 1/4 line of said Section 28, also to a point distant 1328.97 feet N00°25'00"W (recorded as N00°26'27"W) to said North 1/4 Corner; thence S00°25'00"E (recorded as S03°05'E) 1303.73 feet to the Center Post of said Section 28; thence N89°54'03"W 2639.05 feet (recorded as S87°18"W 1172.3 feet, S87°09"W 485.9 feet and S86°08"W 977.89 feet) along the East-West 1/4 line of said Section 28 and the North line (in-part) of "Cedar Point," a Subdivision of part of said Section 28, according to the plat thereof, as recorded in Liber 2 of Plats, Page 86 and "Supervisor's Plat of Cedar Point Annex," a Subdivision of part of said Section 28, according to the plat thereof, as recorded in Liber 12 of Plats, Page 2, Livingston County Records to the West 1/4 Corner of said Section 28, said Corner lies within the waters of Cedar Lake; thence N00°26'10"W 2612.29 feet (recorded as N03°09'W 2634.68 feet) along the West line of said Section 28 to the Northwest Corner of said Section 28; thence N89°39'21"E 2639.83 feet (recorded as N86°57'E 2639.18 feet) along said North line of Section 28 and along said nominal centerline of Mayberry Road to the Point of Beginning. Being the Northwest 1/4 and part of the Northeast 1/4 of Section 28, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 168.92 acres of land, more or less. Subject to the rights of the public over the North 33 feet as occupied by Mayberry Road (33-foot wide 1/2 Right-of-Way), also subject to the public trust and rights of the other riparian owners in the waters of Cedar Lake, also subject to the public trust and rights of the other riparian owners in the waters of Marion No. 2 Drain (100-foot wide) as depicted in Certified Land Survey No. 2006S-0069, Livingston County Records, also subject to and together with all easements and restrictions affecting title to the above described premises.

<p>PROJECT: MAYBERRY FARM WAY MAYBERRY ROAD SECTION 28 MARION TOWNSHIP LIVINGSTON COUNTY</p>	<p>CLIENT:  JOE MAZUR 3447 MAYBERRY ROAD HOWELL, MICHIGAN 48843</p>	<p>SCALE: N/A PROJECT No.: 9254943 DWG NAME: STMMGNT <b>MAR. 20, 2026</b></p>
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# EXHIBIT B

## PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



KEY:  
 SHADED AREA INDICATES STORMWATER FACILITIES

<p>PROJECT: MAYBERRY FARM WAY MAYBERRY ROAD SECTION 28 MARION TOWNSHIP LIVINGSTON COUNTY</p>	<p>CLIENT: JOE MAZUR 3447 MAYBERRY ROAD HOWELL, MICHIGAN 48843</p>	<p>SCALE: N/A PROJECT No.: 9254943 DWG NAME: STMMGNT MAR. 20, 2026</p>	 <p>(810) 227-9533 CIVIL ENGINEERS LAND SURVEYORS 2183 PLESS DRIVE BRIGHTON, MICHIGAN 48114</p>
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# EXHIBIT C

## STORM WATER MANAGEMENT SYSTEM MAINTENANCE PLAN

**PROPERTY INFORMATION:**  
 MAYBERRY FARM WAY (PRIVATE ROAD)  
 3447 MAYBERRY ROAD  
 MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
 PARCEL I.D. NO. 4710-28-100-002

**PROPERTY OWNER:**  
 JOE MAZUR  
 3447 MAYBERRY ROAD  
 HOWELL, MICHIGAN 48843

**A. Physical Limits of the Storm Water Management System**

The Storm Water Management System (SWMS) subject to this Long-Term Maintenance Plan is depicted on Exhibit B to the Maintenance Agreement and includes, without limitations, the storm sewers, manholes, catch basins, storm water inlets, detention system, outlet structures, and discharge pipe. For purposes of this Plan, this Storm Water Management System and all of its components as shown on Exhibit B is referred to as the "MAYBERRY FARM WAY SWMS".

**B. Time Frame for Long-Term Maintenance Responsibility**

Property Owner is responsible for maintaining the MAYBERRY FARM WAY SWMS, which includes complying with applicable requirements of the Soil Erosion and Sedimentation Control program, until the Livingston County Drain Commissioner releases the SESC permit. Long-Term Maintenance responsibility for the MAYBERRY FARM WAY SWMS commences upon closure of the SESC Permit. Long-Term Maintenance continues in perpetuity.

**C. Manner of Ensuring Maintenance Responsibility**

Marion Township has assumed responsibility for the Long-Term Maintenance of the MAYBERRY FARM WAY SWMS. The Property Owner, through a Maintenance Agreement with Marion Township to reimburse for maintenance, repairs, restoration, and any necessary construction of the MAYBERRY FARM WAY SWMS, has agreed to perform the necessary maintenance activities required by this Plan. Marion Township retains the right to enter the property and perform the necessary maintenance of the MAYBERRY FARM WAY SWMS if The Property Owner fails to perform the required maintenance activities.

To ensure that the MAYBERRY FARM WAY SWMS is maintained in perpetuity, the property description (Exhibit A), a map of the physical limits of the Storm Water Management System (Exhibit B), this Plan (Exhibit C), and the Maintenance Agreement between Marion Township and The Property Owner shall be recorded with the Livingston County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the Township.

**D. Long-Term Maintenance Plan and Schedule**

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the Storm Water Management System functions properly as designed.

**TABLE 1**

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE	SYSTEM COMPONENT										FREQUENCY
	Catch Basins, Inlets & Storm Sewers	Channels & Swales	Basin Inlets, Outlets & Gratings	Forebay	Detention Basin	Outlet Control Structures	Spillway	Buffer Zone	Rip Rap	Pavement	
<b>MONITORING / INSPECTION</b>											
Inspect for sediment accumulation** and/or clogging of stone filter	X	X	X	X	X	X	X		X		Annually
Inspect for floatables, dead vegetation, and debris berms	X	X	X	X	X	X	X				Annually & after major storm events Annually & after major storm events
Inspect all components during wet weather & compare to As-Built Plans	X	X	X	X	X	X	X	X	X	X	Annually
Monitor plantings and vegetation		X		X	X			X			2 Times per year
Ensure means of access for maintenance remain clear and open	X	X	X	X	X	X	X	X	X	X	Annually
<b>PREVENTATIVE MAINTENANCE</b>											
Mowing		X		X	X			X			As needed*
Remove accumulated sediment	X	X	X	X	X	X	X		X		As needed**
Remove floatables, dead vegetation, and debris	X	X	X	X	X	X	X				As needed
Replace or wash and reuse stone riser filters (etc.)						X				X	Every 3 years, or as needed*** Every 5 years, or as needed
Remove invasive plant species		X		X	X			X			Annually
Sweeping of paved surfaces (streets / parking lots)									X		2 Times per year
<b>REMEDIAL ACTIONS</b>											
Repair / Stabilize areas of erosion		X	X	X	X		X	X	X		As Needed
Replace dead plantings, bushes, trees		X		X	X			X			As Needed
Reseed bare areas		X		X	X			X			As Needed
Structural repairs	X		X			X				X	As Needed
Adjustments / repairs to ensure proper functioning	X	X	X	X	X	X	X	X	X	X	As Needed
Clean out oil and gas spills	X	X	X	X	X	X	X	X	X	X	Immediately

\* Not to exceed the length allowed by the local community ordinance.

\*\* Forebays & Detention Basins to be cleared when sediment depth reaches 6-12 inches or if sediment re-suspension is observed.

\*\*\* Replace stone if it cannot be adequately cleaned.

PROJECT: MAYBERRY FARM WAY MAYBERRY ROAD SECTION 28 MARION TOWNSHIP LIVINGSTON COUNTY	CLIENT: JOE MAZUR 3447 MAYBERRY ROAD HOWELL, MICHIGAN 48843	SCALE: N/A PROJECT No.: 9254943 DWG NAME: STMMGNT <span style="color: red; font-weight: bold; font-size: 1.2em;">MAR. 20, 2026</span>
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SPACE ABOVE FOR RECORDER'S USE ONLY

**DECLARATION OF EASEMENT FOR INGRESS AND EGRESS,  
PUBLIC AND PRIVATE UTILITIES, STORM WATER DRAINAGE AND RETENTION  
AND EASEMENT MAINTENANCE AGREEMENT**

This Declaration of Easement and Maintenance Agreement (the "**Declaration**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Joe Mazur whose address is 3447 Mayberry Lane, Howell, Michigan 48843 (the "**Owner**").

**RECITALS**

**WHEREAS**, the Owner is the title holder of certain real property which is located in Marion Township, Livingston County, Michigan, and more particularly described in **Exhibit A** attached hereto and made a part hereof and as set forth in a certain survey prepared by DESINE INC., dated \_\_\_\_\_, as recorded in document number \_\_\_\_\_, Livingston County Register of Deeds; and

**WHEREAS**, the Owner is dividing the property into Parcels, as depicted on the survey, and as approved by Marion Township; and

**WHEREAS**, the Owner is recording this Declaration to establish a private, non-exclusive, perpetual easement and maintenance agreement for ingress and egress, public and private utilities, and storm water drainage for the benefit of and burdening certain Parcels of the property; and

**WHEREAS**, the Owner is also recording this Declaration to establish a private storm water drainage and detention easement and maintenance agreement for the management of storm water generated from the property for the benefit of and burdening certain Parcels of property.

**NOW THEREFORE**, the Owner states as follows:

## EASEMENT DECLARATION

1. Interest in Property: This Declaration is made to establish certain easements within the Property and are intended to run with the land, be an interest in realty, and be binding on, and inure to the benefit of, and burden, the owners and occupiers of the Parcels and their respective heirs, executors, administrators, personal representatives, successors and assigns. When used in this Declaration, the word "Owner" or "Owners" shall mean and encompass the owner(s) in fee title of Parcels described in the attached **Exhibit A** as of the date of this Declaration and as may be split or divided in the future. This Declaration shall bind any parties who occupy or hold interest in the Parcels described in the attached **Exhibit A** through them, their agents, employees, and invitees, and all other parties acting through or under the Owner(s). The Owner or Owners may hereinafter be referred to together as the "**Parties**" or individually as a "**Party**".
2. Private Road Easement. The parties hereto establish and declare a private, non-exclusive, perpetual easement for ingress and egress, improved or unimproved, and for location of public and private utilities and storm water drainage, over and across and for the benefit of the parcels described in the attached **Exhibit A**, said easement being more particularly described in **Exhibit B** attached and made a part hereof and is labeled as "66 Foot Wide Private Easement for Ingress and Egress and Public Utilities" ("**Private Road Easement**").
3. Drainage Easement. The parties hereto also establish and declare a private, non-exclusive, perpetual easement for storm water drainage and detention for the management of storm water generated from the Access Easement, over the parcels described in **Exhibit A**, said easement being more particularly described and depicted in **Exhibit C** attached and made a part hereof and is labeled as "Storm Water Drainage and Detention Easement" ("**Drainage Easement**").
4. Utility Easement. The parties hereto also establish and declare a private, non-exclusive, perpetual easement for public utilities over the parcels described in **Exhibit A**, said easement being more particularly described and depicted in **Exhibit D** attached and made a part hereof and is labeled as "Easement for Public Utilities" ("**Utility Easement**").
5. Reservation of Rights. The parties specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easements and the easement rights set forth herein in the described easements, for the benefit of the properties more particularly described in attached **Exhibit A**, and for any further divisions thereof, including the rights to use said easements and to subsequently convey said easements and easement rights with said properties and any divisions thereof.
6. Permitted Users. The private road easement described in paragraph 2 above may be used by the Owners, its occupants, agents, employees, guests, licensees, and invitees, in common, for vehicular and pedestrian access. Such parties may be referred to herein as "**Permitted Users**". Use of the Private Road Easement is provided for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and any other service vehicles for the purpose of granting the providers of such services vehicular and emergency access across the Private Road Easement.

7. No Parking or Other Obstruction of the Private Road Easement. No parking on or other obstruction of the Private Road Easement shall be allowed at any time. The Owners of parcels described in **Exhibit A** shall have joint responsibility to insure that the Private Road Easement shall remain open at all times to permit free and unencumbered access for all persons who are entitled to use of the Private Road Easement for ingress and egress. No Owner or party hereto shall take any actions which interfere in any way with the use of the Private Road Easement by the other Parties, as described in this Declaration.
8. Private Road Construction. The Cost for Construction of the Private Road providing access to parcels described in **Exhibit A**, shall be paid by the Developer. Construction costs shall include the cost of construction of the storm water retention basin system required to be constructed by Marion Township as a part of the Private Road construction.

### EASEMENT MAINTENANCE

9. Private Easement. The Private Road Easement described in attached **Exhibit B** is a private easement and construction, improvement and maintenance of the easement is not the responsibility of Marion Township, the Livingston County Road Commission or any other public or governmental agency. The Private Road Easement and the Drainage Easement shall be maintained in good condition, and in compliance with all applicable laws, statutes, ordinances, and regulations, and in compliance with any agreements with Marion Township. If the Private Road Easement and the Drainage Easement are not so maintained, Marion Township may provide written notice to the parcel Owners, and if the Owners and their successors and assigns do not bring the Private Road Easement and the Drainage Easement into good condition (as determined by Marion Township) within ninety (90) days after the written notice is sent, Marion Township may, but has no obligation to, repair and maintain the easements to the required standards and assess each of the parcels an equal share of the costs incurred by Marion Township. This Declaration shall be considered a petition under Public Act 188 of 1954, as amended, by the Owners of the parcels to establish a special assessment district to repair and maintain the Private Road Easement and the Drainage Easement and to pay the costs incurred by Marion Township for such repair and maintenance.
10. Share of Maintenance Costs. The owner or owners of each parcel, from and after the commencement of any construction of any house, building or other improvement on such parcel, shall share equally with and in the cost of maintaining or improving the Private Road Easement and/or Drainage Easement. Such share of the cost shall be based upon the total number of parcels of improved property, each such parcel being one unit or share, and subject to the conditions and definitions hereinafter set forth. Maintenance and repair costs shall include surface grading and surfacing at regular intervals, snow and ice removal, repair of potholes, maintenance of road drainage systems, unobstructed vision at any intersection, annual dust control and regular cutting of grass and weeds in the easements.
11. Normal Maintenance. Prior to any costs being incurred for normal maintenance of said Private Road Easement and/or Drainage Easement, a simple majority of the improved parcels shall agree to such normal maintenance being performed and the cost thereof. "Normal maintenance" shall include, but not be limited to snow removal, grading, regrading, graveling, regaveling, paving, repaving and repair as necessary, the cost of which shall not exceed ONE

THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. "Simple majority" shall be determined by the total number of parcels of improved property, each such parcel having one (1) vote. Multiple improved parcels with single ownership shall have one (1) vote for each parcel, provided, however, that each such vote shall constitute a separate share or unit for purposes of the cost of maintenance, unless such improved parcels shall have more than one (1) residential structure on a single parcel. "Improved parcel" or "improved property" shall include any parcel on which construction of any building, house or other improvement has commenced, and access to such "improved parcel" or "improved property" is gained from said Private Road Easement. In the event that a single parcel shall have more than one (1) residential structure thereon, each such structure shall be deemed to be a separate share or unit for purposes of the cost of maintenance and shall have a separate vote for each such structure.

12. Capital Improvements. Prior to any costs being incurred for major capital improvements to said Private Road Easement and/or Drainage Easement, or any extension of them, all of the parcels, improved or unimproved, shall agree to such capital improvement and the cost thereof. "Major capital improvement" shall include, but not be limited to, grading, regrading, graveling, regraveling, paving repaving and repair the cost of which is in excess of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. Each parcel shall be liable for one (1) equal share of the total cost of such improvement, such share being based on the total number of parcels having rights in said easement, each such parcel being one (1) unit or share. "Major capital improvement" does not include the cost of the initial installation of the Private Road or Storm Water Drainage and Detention System.
13. Lien for Non-Payment. Any costs incurred for normal maintenance or major capital improvement of said Private Road Easement and/or Drainage Easement as described herein shall be a burden upon the land with a lien therefore against any parcel for which such costs have to be paid by the owner or owners of any such parcel. Any such lien shall attach upon the filing and recording of an affidavit by the owners of any two or more of the remaining parcels which are subject to and liable for such cost. Such affidavit shall set forth the description of the parcel or property against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of such expenditures. A copy of such affidavit shall be sent to the owner or owners of such parcel against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner or owners.
14. Extraordinary Use. The owner or owners of each parcel shall be separately responsible to repair and for the costs thereof, of any damage caused to the Private Road Easement and the Drainage Easement due to extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. The owner or owners of such parcel or parcels, whether improved or unimproved, shall not be responsible for such repair or costs until such time as said easement is used by them or construction is commenced on such parcel. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining parcel owners may do so after notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth above.

15. Arbitration. In the event that the parties, their successors, and assigns, hereto are unable to agree as to the type of maintenance work to be performed, the regularity of the work to be performed, the costs thereof or the participation in the payment of costs thereof by the parties, their successors, or assigns, the parties shall submit their differences, claims, or objections to binding arbitration. Arbitration fees for resolution of differences, claims, or objections shall be divided equally, between all parties and paid directly by each party involved in the claim or dispute. Such arbitration shall be conducted and concluded promptly and no later than three (3) months after the demand for arbitration is made.

#### ADDITIONAL CONDITIONS

16. Equal Rights of Use. The Owner(s) of parcels described in **Exhibit A**, including the Owner of any future divisions thereof, shall have equal rights of ingress and egress over the Private Road Easement and use of the Drainage Easement, subject to the rights granted herein, and shall take no action to prevent any other Party's enjoyment of such rights.
17. Covenants Run With the Land. All of the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owners and their respective successors and assigns. The easements granted in this Declaration are easements appurtenant to each of the parcels and may not be transferred separately from, or severed from, title to the parcels.
18. Limited Use and Termination. Limited use or infrequent use of the easement rights granted in this Declaration by the Owner and its Permitted Users shall not prevent the Owner from later use of the easement rights to the fullest extent authorized in this Declaration.
19. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Michigan. For all litigation, disputes and controversies which may arise out of or in connection with this Declaration, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Michigan. In the event any Party hereto brings or commences legal proceedings to enforce any of the terms of this Declaration, the successful Party shall then be entitled to receive from the other Party, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.
20. Entire Declaration. This Declaration sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by all Parties to this Declaration and duly recorded in the office of the Register of Deeds of Livingston County, Michigan.
21. Notices. All notices to any Party to this Declaration shall be delivered in person or sent by first class mail, postage prepaid, to the other Party at that Party's last known address. If the other Party's address is not known to the Party desiring to send a notice, the Party sending the notice may use the address to which the other Party's real estate tax bills are sent. Either Party may change its address for notice by providing written notice to the other Party.
22. Invalidity. If any term or condition of this Declaration, or the application of this Declaration

to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

23. Waiver. No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Declaration.
24. Enforcement. Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Declaration, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Declaration, the prevailing Party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing Party.
25. No Public Dedication. Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the easement granted under this Declaration to the general public or for any public purpose whatsoever.
26. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.
27. Counterpart Originals. This Declaration may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.
28. Article and Section Captions. The Article and Section captions contained in this Declaration are included only for convenience of reference and do not define, limit, explain or modify this Declaration or its interpretation, construction or meaning and are in no way to be construed as a part of this Declaration.
29. No Partnership, Joint Venture or Principal-Agency Relationship. Neither anything contained in this Declaration nor any acts of the Parties shall be deemed or construed by the Parties, or either of them, or by any third person or entity, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Declaration.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

*[Signature and Acknowledgement Pages Follow]*



**EXHIBIT A**

**Legal Description of the Property**

PARCEL

**EXHIBIT B**

**Legal Description of Access Easement**

“MAYBERRY FARM WAY”

A 66-FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES

**EXHIBIT C**

**Legal Description of Drainage Easement**

EASEMENT FOR STORM WATER DRAINAGE AND DETENTION

**EXHIBIT D**

**Legal Description of Easement for Public Utilities**

10-FOOT WIDE EASEMENT FOR PUBLIC UTILITIES

# LIVINGSTON COUNTY ROAD COMMISSION

3535 Grand Oaks Drive • Howell, MI 48843-8575

(517) 546-4250 • Fax (517) 546-9628

[www.LivingstonRoads.org](http://www.LivingstonRoads.org)



March 20, 2026

Wayne Perry, P.E.  
Desine, Inc.  
2183 Pless Drive  
Brighton, MI 48114

Re: Mayberry Farm Way private road approach, Marion Township, Section 28  
LCRC# P-26-04

Dear Mr. Perry,

I completed the review of the revised construction plans, dated March 17, 2026, for the above-referenced project and have determined the plans to be in substantial compliance with our specifications.

Before a private road approach permit can be issued, a contractor needs to be selected and the selected contractor will need to submit a certificate of insurance containing the following language: "The Board of Livingston County Road Commissioners, the Livingston County Road Commission, and their officers, agents, and employees are listed additional insured parties with respects to General Liability."

Private road approach permits are valid for a six (6) month period. Please contact me when you are ready for the permit to be issued and allow for a minimum of two (2) business days for preparation of the permit.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Kim Hiller".

Kim Hiller, P.E.  
Utilities and Permits Engineer

Cc: File

Scott Richardson, Marion Township (via email)  
Ken Recker, LCDC (via email)

**APPLICATION FOR PRIVATE ROAD CONSTRUCTION**

1. Application is hereby made by: Joe Mazur

Address: 3447 Mayberry Lane, Howell, Michigan 48843

Phone: 734-637-1816

2. Fee title owners of property: JCM Family Trust, Joe Mazur Trustee

3. Common address of property: 3447 Mayberry Lane

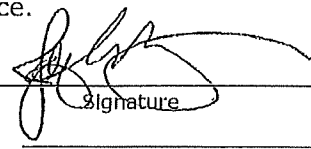
4. Legal description of property: (attached)

5. The above property is presently zoned: Rural

6. State all proposed covenants and restrictions, including roads and maintenance covenants, pertaining to the use of the road:

Proposed Road Maintenance agreement

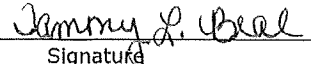
7. Petitioner has read and reviewed all requirements of Section 6.20 of the Marion Township zoning ordinance and petitioner hereby covenants that the PRIVATE ROAD DEVELOPMENT will be constructed in strict compliance with the terms of this ordinance.

Applicant(s):   
Signature

Date: 3/24/26

Date: \_\_\_\_\_

Fee Received: \$ 3500.00

Township Clerk:   
Signature

Date: 3-30-2026

\*\*\*\*\*  
\$500 fee and \$3,000 initial deposit plus all township costs. These costs include, but are not limited to, township engineering, completion deposit, amount determined by township legal fees, and any additional costs incurred by township.  
\*\*\*\*\*

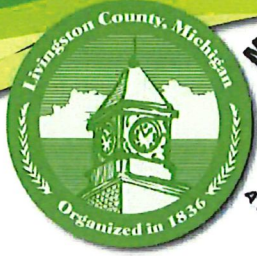
PLANNING COMMISSION APPROVAL of preliminary plan was granted on \_\_\_\_\_  
Date

PLANNING COMMISSION APPROVAL AND RECOMMENDATION of final site plan to the Marion Township Board of Trustees was granted on \_\_\_\_\_  
Date

Marion Township Board of Trustees granted final approval on \_\_\_\_\_  
Date

LAND USE PERMIT ISSUED BY: \_\_\_\_\_ on \_\_\_\_\_  
Zoning Administrator Date

\*\*\*\*\*



# **AGREEMENT FOR PLANNING SERVICES**

**BETWEEN**

**COUNTY OF LIVINGSTON**

**AND**

**MARION TOWNSHIP**

**TERM: AUGUST 1, 2026  
UNTIL  
TERMINATED**

# PLANNING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the COUNTY OF LIVINGSTON (hereinafter referred to as "County"), acting on behalf of the LIVINGSTON COUNTY DEPARTMENT OF PLANNING (hereinafter referred to as the "Department of Planning"), and the MARION TOWNSHIP (hereinafter referred to as the "Township.")

## WITNESSETH:

**WHEREAS**, the Township, pursuant to its authority set forth in the Michigan Planning Enabling Act (Act 33 of 2008), is seeking the technical assistance of a planning expert to assist it in the provision of Township planning services; and

**WHEREAS**, the County's Department of Planning is qualified to provide the professional planning services required, and the Township desires the Department of Planning to perform such services.

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**FIRST: Services to be Performed by the Department of Planning.** The Department of Planning shall provide technical assistance to the Township and Township Board of Trustees in preparation of and amendments to the Township Master Plan and the Township Zoning Ordinance, site plan review of proposed developments, and Zoning Board of Appeals cases as needed. The services to be provided by the Department of Planning are more fully set forth in the attached **Work Program**, labeled **Exhibit "A"**, which is incorporated by reference into this Agreement and made a part hereof.

**SECOND: Services to be Performed by the Township.** The Township agrees that it shall:

- A. Provide the Department of Planning with all information, records and documentation necessary for the Department of Planning to perform the services required in Exhibit "A" as requested by the Department of Planning.
- B. Provide the Department of Planning with the necessary administrative directions relative to the tasks cited in Exhibit "A" as requested by the Department of Planning.
- C. Arrange for any required publication of and/or public meetings on the products produced pursuant to this Agreement.
- D. Provide the Department of Planning at least five (5) business days notice of any meeting at which the Department of Planning staff members are requested to attend.
- E. Have all legal documents pertaining to the preparation of the Township's ordinances and plans prepared and/or approved by the Township's attorney, e.g. legal notices, ordinances, resolutions, etc.

**THIRD: Compensation.** The Township shall compensate the County for all time spent by the Department of Planning personnel in performing services under this Agreement in accordance with the rates set forth in Exhibit "A".

**FOURTH: Invoices.** The County will submit periodic invoices to the Township. The Township shall pay the County the amount which is due and payable within forty-five (45) days of receipt of an invoice.

**FIFTH: Agreement Duration.** This Agreement shall become effective and performance thereon shall commence on the 1<sup>ST</sup> day of **August, 2026**, and shall continue month-to-month until termination of agreement by either party as provided in the SIXTH Section of this agreement.

**SIXTH: Termination of Agreement.** Notwithstanding any other provisions in this Agreement to the contrary this Agreement may be terminated as follows:

- A. If the Department of Planning fails to fulfill in a timely and diligent manner its obligations under this Agreement, or if the County violates any of the covenants, agreements, or stipulations of this Agreement, the Township shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the reasons for termination and the effective date thereof at least five (5) working days prior to the effective date of such termination. In the event of such termination, all finished and unfinished documents, maps, data and/or reports prepared by the Department of Planning shall become the Township's property.
- B. If staffing levels within the Department of Planning are reduced for any reason (attrition, retirements, etc.), the County may terminate this Agreement by giving written notice of termination to the Township at least five (5) working days prior to the effective date of such termination. In the event of such termination, all finished and unfinished documents, maps, data and/or reports prepared by the Department of Planning shall become the Township's property.
- C. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents and other materials shall become the Township's property.
- D. If this Agreement is terminated pursuant to the provisions of this section, the Township shall pay the County the sum which is due for services rendered by the Department of Planning as of the effective date of termination.

**SEVENTH: Compliance with the Law.** The parties hereto mutually agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations in performing their obligations pursuant to this Agreement.

**EIGHTH: Nondiscrimination.** The parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, genetic information or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

**NINTH: Status of Employees.** It is expressly understood and agreed that the employees, servants and agents of either of the parties to this Agreement, or those of the parties' contractors or subcontractors, shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of the other party. Each of the parties to this Agreement shall be responsible for withholding and payment of all applicable taxes, including, but not limited to income and social security taxes to the proper Federal, State and local governments for their employees. The employees of each of the parties,

and those of their contractors and subcontractors, shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave and longevity. Each of the parties, and their contractors and subcontractors, shall carry workers' disability compensation insurance coverage for its employees, as required by law.

**TENTH: Liability.**

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Department of Planning's personnel in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the Township, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Department of Planning's personnel, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its elected and appointed officers and employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Township in the performance of this Agreement shall be the responsibility of the Township, and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of any Township elected or appointed officer, employee or agents, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Township or their officers and employees by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Department of Planning's personnel and the Township in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Township in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County and the Township or their elected and appointed officers and employees, respectively, by statute or court decisions.

**ELEVENTH: Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**TWELFTH: Amendments or Modifications.** Modifications, amendments or changes of any provision of this Agreement or the services to be performed hereunder, set forth in the FIRST and SECOND sections of this Agreement may be made only by the written mutual consent of the parties hereto.

**THIRTEENTH: Assignment or Subcontracting.** The parties hereto shall not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

**FOURTEENTH: Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**FIFTEENTH: Completeness of the Agreement.** This Agreement and the attached Exhibit "A" contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**SIXTEENTH: Invalid Provisions.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

**SEVENTEENTH: Special Certification.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are authorized to sign on behalf of the parties and that this Agreement has been authorized by the parties.

**IN WITNESS WHEREOF,** the parties hereto have fully executed this Agreement on the day and year first above written.

**COUNTY OF LIVINGSTON**

BY:

\_\_\_\_\_  
**NICHOLAS JULI STIANI - CHAIRMAN**  
COUNTY BOARD OF COMMISSIONERS

Dated: \_\_\_\_\_

APPROVED AS TO LEGAL FORM FOR  
COUNTY OF LIVINGSTON ON 7/\_\_\_/2026:  
COHL, STOKER & TOSKEY, P.C.  
BY: TIMOTHY M. PERRONE (P37940)

**MARION TOWNSHIP**

BY:

\_\_\_\_\_  
**WILLIAM FENTON - TOWNSHIP SUPERVISOR**

Dated: \_\_\_\_\_

BY:

\_\_\_\_\_  
**TAMMY L. BEAL - TOWNSHIP CLERK**

Dated: \_\_\_\_\_

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**EXHIBIT "A"**

**LIVINGSTON COUNTY DEPARTMENT OF PLANNING**

**WORK PROGRAM**

**MARION TOWNSHIP PLANNING SERVICES**

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**Work Product: Professional Planning Services**

1. Amending language in the Township Master Plan
2. Amendments to the Township Zoning Ordinance
3. Site Plan Review applications
4. Attendance at monthly Planning Commission meetings
5. Attendance at monthly Board of Trustees meetings as needed
6. Attendance at monthly Zoning Board of Appeals meetings as needed
7. Staff assistance at Township meetings and at public hearings when relevant to planning services.
8. Provide advice and assistance through frequent contact by telephone, mail and fax.
9. Prepare copies of all planning reviews and a final digital version ready for printing. Costs for final printing of language after adoption and cost of public hearing notices are not included as part of the contractual compensation payable to the County.

The foregoing work program will be accomplished by the Livingston County Department of Planning at the hourly rates of:

POSITION	HOURLY RATE
Principal Planner	\$59.72
Senior Principal Planner	\$66.86
Planning Director	\$78.42

Mileage at the current Federal rate per mile shall also be charged for staff attendance at Marion Township public meetings and staff meetings.