

MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
Thursday, September 25, 2025  
7:30pm

THIS MEETING WILL BE HELD IN PERSON WITH ONLINE PARTICIPATION OPTIONS

Call to Order

Pledge of Allegiance

Members Present/Members Absent

Call to the Public

- 1) Approval of the Agenda
- 2) Consent Agenda
  - a. September 11, 2025 Regular Meeting Minutes
  - b. September 16, 2025 HAPRA Agenda/Minutes
  - c. September 17, 2025 MHOG Agenda/Minutes
  - d. September 17, 2025 HAFA Agenda/Minutes
  - e. August 2025 Livingston Co. Sheriff's Report
- 3) Resolution to Schedule a Public Hearing for Creation of Cedar Lake Weeds SAD
- 4) Resolution to Schedule a Public Hearing for Creation of Coon Lake Weeds SAD
- 5) Speed Signs Update
- 6) Updated Darakjian Purchase Agreement

Correspondence and Updates

Call to the Public

Adjournment

**\*\*Next Board Packet will be ready after 3 pm on Thursday, October 2, 2025.**

## **CALL TO THE PUBLIC POLICY - ADOPTED ON 08/25/2022**

### 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 five minutes or less.

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

**MARION TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
SEPTEMBER 11, 2025**

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

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** John Gormley, Attorney; Phil Westmoreland, Spicer

\*\*\*\*\*

**CALL TO ORDER**

Bill Fenton called the meeting to order at 7:30 pm. The meeting is also available to attend online.

**PLEDGE OF ALLEGIANCE**

**BOARD MEMBERS PRESENT**

The board members introduced themselves.

**CALL TO THE PUBLIC**

No response.

**APPROVAL OF AGENDA**

Les Andersen motioned to approve the agenda as presented. Tammy Beal seconded. **Motion carried.**

**CONSENT AGENDA**

Les Andersen motioned to approve the consent agenda. Scott Lloyd seconded. **Motion carried.**

**RESOLUTION TO DISSOLVE CEDAR LAKE IMPROVEMENT BOARD**

A petition to disband the Cedar Lake Improvement Board was submitted by the residents involved; they feel their needs can be better served with an SAD.

Tammy Beal motioned to adopt a resolution to dissolve the Cedar Lake Improvement Board, as presented. Sandy Donovan seconded. Roll call vote: Lowe, Lloyd, Beal, Donovan, Witkowski, Andersen, Fenton—all yes. **Resolution passed 7-0.**

**ATTORNEY'S UPDATE REGARDING SHOW CAUSE HEARINGS**

John Gormley said he will start the legal proceedings for these two cases. Jim Witkowski asked why the home occupation violation is included in the Richardson case and how does it help? Attorney Gormley said the violator openly admitted to running a scrapping business on the property and he does not have a permit.

Bill Fenton motioned to approve the resolution of determination on the Richardson Show Cause hearing, as presented. Les Andersen seconded. Roll call vote: Donovan—yes; Witkowski—no; Lowe—yes; Lloyd—yes; Beal—yes; Andersen—yes; Fenton—yes. **Motion carried 6-1.**

Bill Fenton motioned to approve the resolution of determination on the Gall Show Cause hearing, as presented. Les Andersen seconded. Roll call vote: Beal, Andersen, Donovan, Witkowski, Lowe, Lloyd, Fenton—all yes. **Motion carried 7-0.**

#### **UPDATED DARAKJIAN PURCHASE AGREEMENT**

No new information on this agenda item. The attorney is working on it and will present it at the next meeting. Sandy Donovan motioned to table this item. Les Andersen seconded. **Motion carried.**

#### **ORDINANCE ENFORCEMENT FOLLOW-UP**

Bill Fenton updated the board members on this agenda item. He said over fifty violations have been documented. The board members discussed the process for new violations and current/existing violations. Jim Witkowski suggested putting a moratorium on the zoning ordinance. Les Andersen said a lot of work has been put into the ordinance and that would be foolish.

Jim Witkowski motioned to start the process to remove the home-based business ordinance from the zoning ordinance. **Motion failed due to lack of second.**

Scott Lloyd suggested continuing with a complaint-driven approach. Dan Lowe said if it's visible, that's one thing; if it's contained within the house/structure, and doesn't create issues for other residents, then it should be fine.

The attorney suggested that the worst four or five violations on the complaint list could be addressed.

Tammy Beal said many of the home-based businesses have been in the township for 35+ years, and she wouldn't want to shut them down. The attorney said the ordinance wasn't in effect back then.

#### **CORRESPONDENCE & UPDATES**

**Parking Lot:** Two quotes were received for expand the handicap parking: Livingston Asphalt and Concrete for \$14,075, and Edwards Masonry for \$11,025. Dan Lowe questioned the 4" of concrete; Phil Westmoreland said the standard would be 6". Les Andersen motioned to get an updated quote from Livingston Asphalt and Concrete with 6" instead of 4", not to exceed 10%. **Motion failed due to lack of second.** Sandy Donovan motioned to solicit a quote from DeBottis for this project, not to exceed \$14,000. Tammy Beal seconded. Roll call vote: Andersen—no; Lowe—yes; Witkowski—yes; Beal—yes; Donovan—yes; Lloyd—yes; Fenton—yes. **Motion carried 6-1.**

**Park & Ride Lighting:** There is no lighting at the park & ride at D-19 and I-96. Board members discussed having solar lights installed; Jim Witkowski will check to see if a proposed roundabout will impact that area.

Sandy Donovan said that legislation has been introduced that would eliminate the statutory state revenue sharing; for Marion Township, that would be \$19,000 per year.

Dan Lowe and Les Andersen will continue to work with the complainant regarding the used tire violation.

#### **CALL TO THE PUBLIC**

Rick Haslock, 5225 W. Coon Lake Road, said he was given permission for his business many years ago by the township.

Cory Grover, 5240 Bentley Lake Road and Andy Refrew, 1640 County Farm, spoke in support of Mr. Haslock.

Catherine Dyer, 2715 High Meadows, said people move out here for the rural environment and she doesn't want the township to become an "HOA".

### **ADJOURNMENT**

Les Andersen motioned to adjourn the meeting at 8:49 pm. Tammy Beal seconded. **Motion carried.**

Submitted by: S. Longstreet

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

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



Howell Area Parks & Recreation Authority  
Regular Meeting  
Oceola Community Center  
Tuesday, September 16, 2025, 6:30 p.m.

Call to order

Pledge of Allegiance (all stand)

Call to the Public (for any items not on the agenda)

Approval- Consent Agenda

1. Regular Board Meeting Minutes dated Tuesday, August 26, 2025
2. Check Register Report Ending August 31, 2025
3. Bank Statements Ending August 31, 2025
4. Financial Reports Ending August 31, 2025

Approval- Regular Agenda

1. Discussion/Approval- Howell Recreation Leave Payback Policy
2. Events and Programs Report
  - a. Upcoming events & programs
  - b. Sponsorship & marketing updates
5. Maintenance Report
6. Directors Report
  - a. Budget Sessions 1 and 2
7. Board Member Reports
  - i. City of Howell Board Rep:
  - ii. Oceola Township Board Rep:
  - iii. Marion Township Board Rep:
  - iv. Genoa Township Board Rep:
  - v. Howell Township Board Rep:
8. Old Business
  - a. Leave Committee Update
9. New Business
10. Next Meeting: October 21, 2025 @ 6:30pm Oceola Community Center
11. Adjournment



Regular Board Meeting Minutes August 26, 2025

#### Call to Order

Chair Sean Dunleavy called the meeting to order at 6:30 pm.

#### Pledge of Allegiance

#### Attendance

Board Members: Chair Sean Dunleavy, Vice Chair Nikolas Hertrich, Secretary Candie Hovarter, Treasurer Tammy Beal, Trustee Sue Daus

HAPRA Staff: Director Tim Church, Jen Savage, Kyle Tokan, Jen Baca, Jordan Hilbrecht

Public: William Selesky, Dean Blanchard, Terry Philbeck

#### Call to the public;

William Selesky brought up a medical event during the Melon Run and thought it should have been handled much better and hopes the procedures will be addressed. Tim Church responded that they have discussed it and will meet with the fire, police and EMS services about the response time. The street closures and crowd size effected the time to get to the incident. This was the first incident of this nature in the 14 years of the event.

#### Approval - Consent Agenda

The minutes from the 7-15-2025 meeting were corrected to include the attendance of Tim Church. Motion to approve by Tammy Beal, seconded by Sue Daus motion carried 5-0.

#### Approval - Regular Agenda

Motion to approve \$165,000 to proceed with the installation of the outdoor pickleball courts at the Oceola complex made by Nick Hertrich seconded by Tammy Beal. Roll call vote: Nick Hertrich yes, Candie Hovarter yes, Sean Dunleavy yes, Tammy Beal yes, Sue Daus. Motion passes.

Motion to approve the 2025 Tax Rate Request Form L-4029 and to add \$70,000 to the contingency fund was made by Tammy Beal and seconded by Nick Hertrich. Roll call vote:

Sue Daus yes, Tammy Beal yes, Sean Dunleavy yes, Candie Hovarter yes, Nick Hertrich yes. Motion passes.

#### Events and Programs Report

The Melon Fest was a success overall with attendance good but the weather was an issue late Saturday and the event was canceled for the rest of the evening. Sunday was well attended. The 9/11 Run has 96 entries at the date of the meeting. The Legend of Sleepy Howell is in need of candy to pass out to the kids.

The fall program guide will be available soon.

#### Maintenance Report

The wood floors at Oceola are finished. The gym has new fans. The Bennett Center is seeing a decrease in the hot water bill due to the new water heater. The bids for windows and doors are being tabled for now but will see upgrades in the future. The drainage repairs at the Genoa soccer field are working well.

#### Board Member Reports

City of Howell, they are working on the HAPRA lease agreements and did hire Shannon to run the Parks and Events and the construction is ongoing downtown.

Oceola has the construction projects going on the property.

Marion is three weeks behind in the construction of the pickleball courts.

Genoa is hosting an event about the master plan and what it means. There is a new box to deposit ballots at the Neilson Fire Station.

Howell Township is hosting the Luke Bryan concert

#### Old Business

The leave committee met and wants to offer paid time off with a "pay back option" dependent on the number of years worked. They plan to meet again before the next regular board meeting.

A motion to adjourn was made by Sue Daus and seconded by Tammy Beal. Motion carried 5-0.

Meeting adjourned at 7:52pm.





**AGENDA**  
**MHOG Sewer and Water Authority**  
**Regular Meeting**  
**September 17<sup>th</sup>, 2025**  
**5:00 PM**

- 1. Call to Order\***
- 2. Approval of Agenda**
- 3. Approval of Minutes of the August 20<sup>th</sup>, 2025 Meeting**
- 4. Call to the Public**
- 5. System Improvement, Operation, and Maintenance Report**
  - Capital Improvement – Transmission Mains
    - Attachment 5a – Status Report Prepared by Tetra Tech
    - Attachment 5b – Map Showing Progress of Water Main Installation
    - Attachment 5c – Pictures of 1,800 feet Directional Drill Pipe Pull
    - Attachment 5d – Plan sheets showing poor soils encountered on DNR Property along with original soil borings
    - Attachment 5e – E-mail and Picture from Tamarack Place and DVM Utilities Response – Issue Resolved
    - Attachment 5f- Letter to DVM Utilities and Response Regarding Project Communication
  - New Development
    - Attachment 5g- New Development Summary for August 2025
    - Attachment 5h- Watermain Break at Community Center
  - Residential Cross Connection Program
    - Attachment 5i- Presentation and Cost Estimate to Implement a Residential Cross Connection Program
  - Rate Change Notice
    - Attachment 5j- MHOG Published Rate Change Notice
  - Hydrant Flushing
    - Attachment 5k- Hydrant Flushing Through September 10, 2025
- 6. Deputy Director Report**
  - Attachment 6a - MHOG Water Treatment Plant Monthly Production
  - Attachment 6b – MHOG Summer Daily Production
  - Attachment 6c – MHOG Monthly Production by Pressure District
  - Attachment 6d – Monthly Miss Dig Log
  - Attachment 6e – August 2025 Non-Metered Water Loss



**AGENDA**  
**MHOG Sewer and Water Authority**  
**Regular Meeting**  
**September 17<sup>th</sup>, 2025**  
**5:00 PM**

**7. CPA Report\***

**8. Treasurer's Report \***

- Checks for Disbursement (*Distributed at Meeting*)

**9. Correspondence \***

**10. New Business**

- Attachment 10a – Possible New MHOG Logo Designs
- Attachment 10b – Potential Site Plan to Remodel and Construct Office / Training Space for MHOG Operations

**11. Old Business\***

- Attachment 11a – Proposed MHOG Authority Draft By-Laws with Changes Highlighted
- Attachment 11b – Summary of Proposed Revisions to Draft By-Laws
- Attachment 11c – Draft By-Laws as Revised for Board Considerations  
*Request Approval of Draft By-Laws as Presented*
- Attachment 11d – Engagement Letter with Fahey-Shultz-Burzych-Rhodes for General Representation Primarily with Regard to the MHOG Authority Overseeing Operations of Utility Systems

*Request Approval of General Representation Engagement Letter*

**12. Board Member Updates\***

**13. Adjournment**

<p><i>*= Nothing Included in Board Packet</i></p>
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## Minutes of the Regular Meeting August 20, 2025

The M.H.O.G. Sewer and Water Authority met at 5 pm in the Oceola Township Hall. Members present were Fenton, Lowe, Coddington, Counts, Dunleavy, Henshaw, Spicher and Hunt. Also present were Greg Tatara, Alex Chimpouras, Ken Palka, and Shelby Byrne.

Dunleavy moved to approve the amended agenda as presented. Second by Counts, motion passes.

Hunt moved to approve the July 16, 2025 minutes as presented. Second by Counts, motion passes.

A call to the public was held, no response.

Dunleavy moved to approve Work Change Directive #4 from Tetra Tech. Second by Spicher, motion passes.

Motion to approve the quote from Fedewa for \$23,900 for repairs and re-coating of the roof of Marion 2 to be paid from the Capital Reserve Replacement Fund. Second by Counts, motion passes.

Counts moved to approve the FY 2025 amended budget as presented. Second by Dunleavy, motion passes.

Dunleavy moved to approve the FY 2026 Budget as presented. Second by Hunt, motion passes.

Counts moved to approve the requested O&M rate adjustment of 2% on metered water and the adjustment of Debt Service Fee from \$0.42 per 1,000 gallons to \$0.45 per 1,000 gallons. Second by Dunleavy, motion passes by a Roll Call vote: Fenton-Aye, Lowe-Nay, Coddington-Aye, Counts-Aye, Dunleavy-Aye, Henshaw-Aye, Hunt-Aye, Spicher-Aye.

Counts moved to approve MHOG Operating checks PR1056 through 10357 totaling \$668,705.04. Second by Spicher, motion passes.

Dunleavy moved to approve MHOG Construction Fund checks 1013 and 1014 totaling \$635,426.12. Second by Spicher, motion passes.

Counts moved to approve the revised MHOG Water Meter/Connection Fee form with the change that water meters must be installed within 1 year of purchase date. Second by Spicher, motion passes.

Henshaw moved to adjourn. Second by Dunleavy, motion passes.

Robert J. Henshaw  
Secretary

# HOWELL AREA FIRE AUTHORITY

## AGENDA

SEPTEMBER 17, 2025 – 6 PM

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### BOARD MEMBERS

Mike Coddington, Howell Twp., Chairman  
Sean Dunleavy, Oceola Twp., Vice Chairman  
Mark Fosdick, Cohoctah Twp., Secretary  
Bob Ellis, City of Howell, Treasurer

Bill Fenton, Marion Twp., Member  
Ron Hicks, Fire Chief  
Barbara Souchick, Admin Asst  
Kevin Gentry, Attorney

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### **WELCOME!**

Visitors are invited to attend all meetings of the Howell Area Fire Authority Board. If you wish to address the Board, you will be recognized by the Chairman.

Meeting called to order at 6:00 pm

Pledge of Allegiance

Discussion/Approval: Minutes of the regular meeting of July 16, 2025

Discussion/Approval: Minutes of the regular meeting of August 20, 2025

Discussion/Approval: Minutes of the Closed Session of July 16, 2025

Discussion/Approval: Minutes of the Closed Session of August 20, 2025

Discussion/Approval: Repairs to Engine 22

Discussion/Approval: Purchase of Hurst Combi Tool

Call to the public (items not on agenda)

Chief's Comments:   Annual Fire Dept. Audit  
                              Fire Dept. Open House – October 12, 2025  
                              Contract signed for Sta. 22

Approve the payment of bills and payroll in the amount of \$244,518.98 for period ending September 5, 2025.

New Business

Old Business

Closed Session to discuss Union negotiations

Adjourn

# HOWELL AREA FIRE AUTHORITY

## AMENDED AGENDA

AUGUST 20, 2025 – 6 PM

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### BOARD MEMBERS

Mike Coddington, Howell Twp., Chairman  
Sean Dunleavy, Oceola Twp., Vice Chairman  
Mark Fosdick, Cohoctah Twp., Secretary  
Bob Ellis, City of Howell, Treasurer

Bill Fenton, Marion Twp., Member  
Ron Hicks, Fire Chief  
Barbara Souchick, Admin Asst  
Kevin Gentry, Attorney

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### **WELCOME!**

Visitors are invited to attend all meetings of the Howell Area Fire Authority Board. If you wish to address the Board, you will be recognized by the Chairman.

Meeting called to order at 6:00 pm

Pledge of Allegiance

Discussion/Approval: Minutes of the regular meeting of July 16, 2025

Discussion/Approval: Minutes of the Closed Session of July 16, 2025

Call to the public (items not on agenda)

Discussion/Approval: Livingston County Form L-4029

Chief's Comments:   Engine 22  
                              Sta. 22 Addition Update  
                              EMS Building Progress  
                              Luke Bryan Concert

Approve the payment of bills and payroll in the amount of \$305,530.10 for period ending August 8, 2025.

New Business: Engine 21, Engine 22

Old Business

*HAFA Mtg Amended Agenda*  
*August 20, 2025*  
*Page 2*

Closed Session to Discuss Union Negotiations

Adjourn

**HOWELL AREA FIRE AUTHORITY**

July 16, 2025 - 6:00 pm

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

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**Board Members Present:** Chairman Mike Coddington, Vice Chairman Sean Dunleavy, Marion Township Alternate Treasurer Sandy Donovan, City of Howell Alternate Council Member Erin Britten, Fire Chief Ron Hicks, Admin. Asst Barbara Souchick, Attorney Kevin Gentry

**Absent:** Marion Township Member Bill Fenton, City of Howell Member Board Treasurer Bob Ellis, Cohoctah Township Member Board Secretary Mark Fosdick.

Chairman Coddington called the meeting to order at 6:00 pm.

**Approve the minutes of the regular meeting of June 18, 2025:** MOTION by Mr. Dunleavy, SUPPORT by Ms. Britten to approve the minutes of the regular meeting of June 18, 2025. MOTION CARRIED UNANIMOUSLY.

**Call to Public:** No Response

**Discussion/Approval Station 22 Renovation Committee Recommendation for Construction Manager:**  
**Positions:** MOTION by Mr. Dunleavy, SUPPORT by Ms. Britten to direct Chief Hicks to have both Construction companies submit a contract to him and for Chief Hicks to decide between them. MOTION CARRIED UNANIMOUSLY.

**Chief's Comments:** E-22 is still at Halt in Novi for repair. Unknown when it will be complete.

Station 22 renovations are on hold as there is a problem with a gas line in the way.

**Approve the payment of bills and payroll:** MOTION by Mr. Dunleavy, SUPPORT by Ms. Britten to approve the payment of bills and payroll in the amount of \$207,903.76 for the period ending July 4, 2025. MOTION CARRIED UNANIMOUSLY.

**New Business:** None

**Closed Session:** MOTION by Ms. Britten, SUPPORT by Ms. Donovan to enter Closed Session at 6:15 pm. MOTION CARRIED BY UNANIMOUS ROLL CALL VOTE.

MOTION by Ms. Britten, SUPPORT Ms. Donovan to return to Open Session at 6:25 pm. MOTION CARRIED BY UNANIMOUS ROLL CALL VOTE.

MOTION by Ms. Britten, SUPPORT by Ms. Donovan to authorize Mr. Gentry and Mr. Shifman to research the best HCSP. MOTION CARRIED UNANIMOUSLY.

**Old Business:** None

**Adjourn:** MOTION by Ms. Britten, SUPPORT by Mr. Dunleavy to adjourn the meeting at 6:30 pm. MOTION CARRIED UNANIMOUSLY.



Respectfully Submitted: \_\_\_\_\_

Barbara Souchick, Admin. Assistant

Approved By: \_\_\_\_\_  
Mark Fosdick, Secretary

**HOWELL AREA FIRE AUTHORITY**

August 20, 2025- 6:00 pm

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

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**Board Members/Others Present:** Chairman Mike Coddington, Vice Chairman Sean Dunleavy, Treasurer Bob Ellis, Member Bill Fenton, Secretary Mark Fosdick, Fire Chief Ron Hicks, Admin. Asst Barbara Souchick, Attorney Kevin Gentry

Chairman Coddington called the meeting to order at 6:00 pm.

The Board observed a minute of silence for former Fire Chief Jim Reed.

**Amend this meeting's agenda:** Attorney Gentry requested that the agenda be amended to include an item named Closed Session. MOTION by Mr. Ellis, SUPPORT by Mr. Dunleavy to amend this meetings agenda to include Closed Session to discuss ongoing Union negotiations. MOTION CARRIED UNANIMOUSLY

**Approve Minutes of the regular meeting of July 16, 2025**

**Approve Minutes of Closed Session of July 16, 2025**

**Approve Minutes of the regular meeting of August 20, 2025**

**Approve Minutes of Closed Session of August 20,2025**

**Call To Public:** No Response

**Approve Livingston County Form L-4029:** MOTION by Mr. Fosdick, SUPPORT by Mr. Ellis to approve, as presented, the Livingston County Form L-4029.

**Chief's Comments:** Engine 22 repairs are complete and it is back at Station 22.  
Cohoctah Twp. EMS building is 9 weeks behind schedule.  
Luke Bryan concert venue is awaiting approval by Howell Township

**Approve the payment of bills and payroll:** MOTION by Mr. Ellis, SUPPORT by Mr. Fosdick to approve the payment of bills and payroll in the amount of \$305,530.10 for period ending August 8, 2025. MOTION CARRIED UNANIMOUSLY.

**New Business:** Chief Hicks reported that Engine 21 and Engine 22 are due for replacement. MOTION by Mr. Dunleavy, SUPPORT by Mr. Fenton to authorize Chief Hicks to sell both Engines and to purchase new replacement apparatus within the confines of the budget. MOTION CARRIED UNANIMOUSLY.

**Closed Session:** MOTION by Mr. Dunleavy, SUPPORT by Mr. Fenton to enter into Closed Session to discuss Union negotiations at 6:20 pm. MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.

**Closed Session:** MOTION by Mr. Fosdick, SUPPORT by Mr. Dunleavy to return to Open Session at 6:30 pm. MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.

**Adjourn:** MOTION by Mr. Ellis, SUPPORT by Mr. Fenton to adjourn the meeting at 6:31pm. MOTION CARRIED UNANIMOUSLY.

Respectfully Submitted: \_\_\_\_\_  
Barbara J. Souchick, Admin. Asst.

Approved By: \_\_\_\_\_  
Mark Fosdick, Secretary

# Incidents by Response Zone-copy

Howell Area Fire Department  
Address: 1211 W Grand River Rd, Howell, MI, 48843



RESPONSE ZONE	PSAP CALL DATE/TIME	INCIDENT NUMBER	ADDRESS	ACTUAL INCIDENT TYPE FOUND (NFIRS)	DISPATCHED INCIDENT TYPE
COHOCTAH TWP.	2025-08-23 23:14:12	HAFD-25-1366	4289 STEINACKER RD	551 - Assist police or other governmental agency	FULARR-CARDIAC/RESPIRATORY ARREST
MARION TWP.	2025-08-02 19:08:41	HAFD-25-1228	1437 WEATHERSTONE LN	551 - Assist police or other governmental agency	BREATH-BREATHING PROBLEM
MARION TWP.	2025-08-02 23:22:30	HAFD-25-1229	3113 WHEAT VALLEY DR	551 - Assist police or other governmental agency	FALL-FALL
MARION TWP.	2025-08-03 20:02:14	HAFD-25-1234	2890 BLACK EAGLE RDG	311 - Medical assist. assist EMS crew	BREATH-BREATHING PROBLEM
MARION TWP.	2025-08-05 20:37:05	HAFD-25-1244	2245 WHITE HAWK TRL	743 - Smoke detector activation, no fire - unintentional	ALARMF-ALARM CALLS
MARION TWP.	2025-08-06 01:17:52	HAFD-25-1246	2121 DABATE DR	311 - Medical assist. assist EMS crew	BREATH-BREATHING PROBLEM
MARION TWP.	2025-08-06 07:41:41	HAFD-25-1248	4846 W SCHAFER RD	600 - Good intent: call. other	COM-CO MEDICAL NEEDED
MARION TWP.	2025-08-07 00:06:31	HAFD-25-1253	2880 W COON LAKE RD	551 - Assist police or other governmental agency	AAMBF-ASSIST AMBULANCE FIRE
MARION TWP.	2025-08-07 06:46:22	HAFD-25-1255	4266 NORTON RD	322 - Motor vehicle accident with injuries	PIA-PERSONAL INJURY ACCIDENT
MARION TWP.	2025-08-09 21:21:08	HAFD-25-1269	4370 RURIK DR	551 - Assist police or other governmental agency	UNCON-UNCONSCIOUS/FAINTING
MARION TWP.	2025-08-10 22:05:27	HAFD-25-1273	1425 E I96	551 - Assist police or other governmental agency	APD-ASSIST PD
MARION TWP.	2025-08-11 17:13:50	HAFD-25-1282	1860 SEXTON RD	444 - Power line down	ELHAZ-ELECTRICAL HAZARD
MARION TWP.	2025-08-12 16:51:26	HAFD-25-1286	275 CANYON CREEK CT	551 - Assist police or other governmental agency	UNCON-UNCONSCIOUS/FAINTING
MARION TWP.	2025-08-13 14:37:33	HAFD-25-1292	4020 PINGREE RD	444 - Power line down	GF-GRASS FIRE

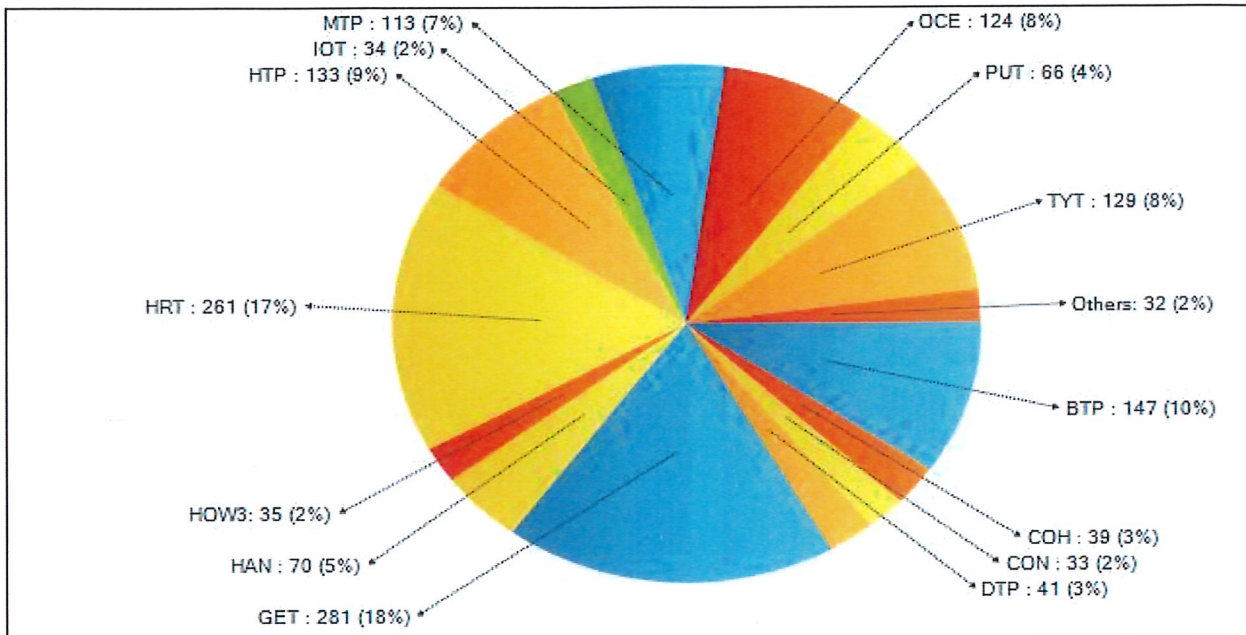
# Incidents by Response Zone-copy

Howell Area Fire Department  
Address: 1211 W Grand River Rd, Howell, MI, 48843

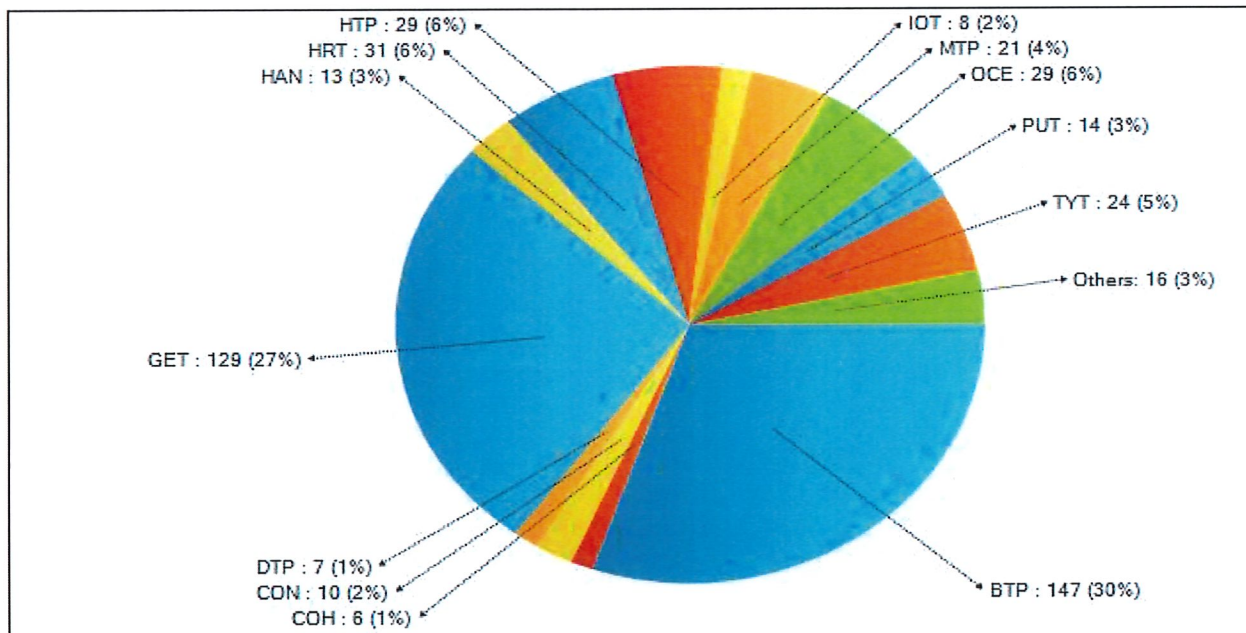


RESPONSE ZONE	PSAP CALL DATE/TIME	INCIDENT NUMBER	ADDRESS	ACTUAL INCIDENT TYPE FOUND (NFIRS)	DISPATCHED INCIDENT TYPE
MARION TWP.	2025-08-14 09:56:24	HAFD-25-1294	3405 W COON LAKE RD	311 - Medical assist. assist EMS crew	UNCON-UNCONSCIOUS/FAINTING
MARION TWP.	2025-08-14 14:22:11	HAFD-25-1296	3766 COUNTY FARM RD	551 - Assist police or other governmental agency	AAMBF-ASSIST AMBULANCE FIRE
MARION TWP.	2025-08-14 22:51:44	HAFD-25-1297	2009 BRIGHTON RD	322 - Motor vehicle accident with injuries	PIA-PERSONAL INJURY ACCIDENT
MARION TWP.	2025-08-15 12:52:40	HAFD-25-1299	3550 MANDRY DR	311 - Medical assist. assist EMS crew	SEIZUR-CONVULSIONS/SEIZURES
MARION TWP.	2025-08-18 01:51:33	HAFD-25-1334	5623 W COON LAKE RD	551 - Assist police or other governmental agency	BREATH-BREATHING PROBLEM
MARION TWP.	2025-08-21 15:32:49	HAFD-25-1352	1181 YORK AVE	551 - Assist police or other governmental agency	AAMBF-ASSIST AMBULANCE FIRE
MARION TWP.	2025-08-21 18:43:55	HAFD-25-1353	585 COUNTY FARM RD	322 - Motor vehicle accident with injuries	PIA-PERSONAL INJURY ACCIDENT
MARION TWP.	2025-08-21 23:52:35	HAFD-25-1355	1368 W 196	322 - Motor vehicle accident with injuries	PIA-PERSONAL INJURY ACCIDENT
MARION TWP.	2025-08-24 07:06:34	HAFD-25-1368	816 W COON LAKE RD	311 - Medical assist. assist EMS crew	BREATH-BREATHING PROBLEM
MARION TWP.	2025-08-24 20:40:58	HAFD-25-1371	1 E DAVIS RD	324 - Motor vehicle accident with no injuries.	APD-ASSIST PD
MARION TWP.	2025-08-24 20:43:57	HAFD-25-1372	2519 CHELTENHAM KNL	445 - Arcing, shorted electrical equipment	ELHAZ-ELECTRICAL HAZARD
MARION TWP.	2025-08-24 20:55:16	HAFD-25-1374	105 MARION MEADOWS DR	622 - No incident found on arrival at dispatch address	ELHAZ-ELECTRICAL HAZARD
MARION TWP.	2025-08-26 19:47:35	HAFD-25-1388	5883 CARTER CT	311 - Medical assist. assist EMS crew	CHOKE-CHOKING

LIVINGSTON COUNTY SHERIFF'S OFFICE  
AUGUST 2025 CALLS FOR SERVICE



MICHIGAN STATE POLICE  
AUGUST 2025 CALLS FOR SERVICE



## MARION TOWNSHIP

<u>MONTH</u>	<u>CALLS FOR SERVICE</u>	<u>TICKETS WRITTEN</u>	<u>ARRESTS</u>
JANUARY	105	21	1
FEBRUARY	84	10	3
MARCH	91	11	3
APRIL	71	29	2
MAY	108	24	3
JUNE	84	18	3
JULY	74	16	3
AUGUST	113	18	1
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			
YTD TOTALS:	730	147	19

# LIVINGSTON COUNTY SHERIFF'S OFFICE

## MARION TOWNSHIP AUGUST 2025

Nature	# Events
ABANDONED VEHICLE	3
ALARM	7
ALLERGIC REACTION STINGS BITES	1
ANIMAL COMPLAINT	8
ASSIST EMS	1
ASSIST OTHER AGENCY	1
CITIZEN ASSIST	9
CRIMINAL SEXUAL CONDUCT REPORT	1
DISTURBANCE/TROUBLE	1
DOMESTIC PHYSICAL IN PROGRESS	4
DOMESTIC VERBAL	5
FRAUD	3
GENERAL NON CRIMINAL	2
HAZARD	4
HIT AND RUN ACCIDENT	2
INFO- GENERAL	1
INTIMIDATION THREATS HARASSMEN	4
KIDNAPPING	1
MDOP	1
MENTAL/CMH/PSYCH	1
PARK/TRAF COMP	1
PARKING COMPLAINTS	2
PDA	14
PERSONAL INJURY ACCIDENT	3
PUBLIC SERVICE	1
SOLICITOR COMPLAINT	1
SUICIDAL SUBJECT	1
SUSPICIOUS PERSON	2
SUSPICIOUS SITUATION	6
SUSPICIOUS VEHICLE	2
TRESSPASSING, LOITERING	4
UNKNOWN ACCIDENT	1
UNKNOWN MEDICAL PROBLEM	1
VIN INSPECTION	2
WARRANT ATTEMPT/ARREST	1
WELFARE CHECK	11

**TOTAL: 113**



<u>TOWNSHIP</u>	NUMBER OF CALLS <u>3:00PM - 11:00PM</u>	RESPONSE TIME CONTRACT TIME <u>3:00PM - 11:00PM</u>	NUMBER OF CALLS <u>11:00PM - 3:00PM</u>	RESPONSE TIME	
				NON CONTRACT TIME <u>11:00PM - 3:00PM</u>	<u>TOTAL</u>
BRIGHTON	67	55:48	80	42:39	147
COHOCTAH	18	52:12	21	53:38	39
CONWAY	11	57:07	22	39:51	33
DEERFIELD	18	55:58	23	47:43	41
GENOA	131	31:00	150	37:31	281
HANDY	26	49:50	44	1:17:27	70
HARTLAND	105	29:00	156	32:55	261
HOWELL	63	36:39	70	31:19	133
IOSCO	14	42:11	20	1:06:32	34
MARION	50	41:31	63	29:35	113
OCEOLA	52	41:42	72	39:31	124
PUTNAM	36	17:23	30	28:00	66
TYRONE	78	21:56	51	47:31	129

MARION TOWNSHIP RESOLUTION  
TO SCHEDULE A PUBLIC HEARING FOR THE CREATION OF THE  
CEDAR LAKE MAINTENANCE  
SPECIAL ASSESSMENT DISTRICT

Resolution # 2025-36  
September 25, 2025

At a meeting of the Board of Trustees for the Township of Marion, Livingston County, Michigan, held at 2877 W. Coon Lake Rd, Howell, Michigan 48843, on the 25<sup>th</sup> day of September 2025, at 7:30 p.m. Eastern Standard Time:

A Resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

WHEREAS, the Township of Marion has received a request to create a Special Assessment District for CEDAR LAKE MAINTENANCE and

WHEREAS, Michigan Public Act 188 of 1954 requires a public hearing prior to creating a Special Assessment District;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. To schedule a public hearing for the proposed creation of a Special Assessment District for CEDAR LAKE MAINTENANCE on October 23, 2025 at 7:30 pm.
2. BE IT FURTHER RESOLVED that the clerk is instructed to give the proper notice of such hearing by mailing and publication in accordance with law and statute provided.
3. BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Upon roll call vote the following voted "Yes":

The following voted "No:"

The supervisor declared the motion \_\_\_\_\_

MARION TOWNSHIP  
COUNTY OF LIVINGSTON  
STATE OF MICHIGAN

I, the undersigned, the duly qualified and acting clerk for the Township of Marion, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Board of Trustees at a meeting held on the 25<sup>th</sup> day of September 2025, and further certify that the above Resolution was adopted at said meeting.

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

MARION TOWNSHIP RESOLUTION  
TO SCHEDULE A PUBLIC HEARING FOR THE CREATION OF THE  
COON LAKE WEEDS  
SPECIAL ASSESSMENT DISTRICT

Resolution # 2025-37  
September 25, 2025

At a meeting of the Board of Trustees for the Township of Marion, Livingston County, Michigan, held at 2877 W. Coon Lake Rd, Howell, Michigan 48843, on the 25<sup>th</sup> day of September 2025, at 7:30 p.m. Eastern Standard Time:

A Resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

WHEREAS, the Township of Marion has received a request to create a Special Assessment District for COON LAKE WEEDS and

WHEREAS, Michigan Public Act 188 of 1954 requires a public hearing prior to creating a Special Assessment District;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. To schedule a public hearing for the proposed creation of a Special Assessment District for COON LAKE WEEDS on October 23, 2025 at 7:30 pm.
2. BE IT FURTHER RESOLVED that the clerk is instructed to give the proper notice of such hearing by mailing and publication in accordance with law and statute provided.
3. BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Upon roll call vote the following voted "Yes":

The following voted "No:"

The supervisor declared the motion \_\_\_\_\_

MARION TOWNSHIP  
COUNTY OF LIVINGSTON  
STATE OF MICHIGAN

I, the undersigned, the duly qualified and acting clerk for the Township of Marion, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Board of Trustees at a meeting held on the 25<sup>th</sup> day of September 2025, and further certify that the above Resolution was adopted at said meeting.

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

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of March \_\_\_\_ 2025 ("**Effective Date**"), by and between **MARION TOWNSHIP**, a Michigan general law township, whose address is 2877 W. Coon Lake Road, Howell, MI 48843 ("**Seller**") and **MIECHIELS PROPERTY HOLDINGS, LLC**, a Michigan limited liability company to be formed, whose address is 8547 Antcliff Rd., Howell, MI 48855 ("**Buyer**"). The Buyer and Seller, and all constituent persons comprising each of them are referred to herein collectively as the "**Parties**" or individually as a "**Party**".

### RECITALS

A. Seller is the legal and equitable owner of that certain real estate located in the City of Howell, County of Livingston, and State of Michigan legally described on Exhibit A attached hereto and incorporated herein by reference, commonly known as: Lucy Road, Howell, Michigan 48843 with parcel identification number 4717-01-200-004 which comprises approximately 59.1 acres, more or less and 4717-01-200-005 which comprises approximately 33.24 acres, more or less (collectively, the "**Real Estate**").

B. Seller desires to sell the Real Estate to Buyer and Buyer desires to purchase the Real Estate and related assets hereinafter described, at the price and on the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree to the terms and conditions set forth in this Agreement.

### AGREEMENTS

1. **Agreement to Purchase.** Subject to the terms and conditions of this Agreement and the above Recitals, which are by this reference incorporated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of the following described property:

1.1. The Real Estate together with all rights, privileges, easements, reciprocal easements, and appurtenances to the Real Estate owned by Seller, including, without limitation, all mineral rights, all air and subsurface rights, easements, rights-of-way, gas and hydrocarbons rights, and/or other interests in, on, across or abutting such Real Estate, if any, or used or connected with the use or enjoyment of the Real Estate; and all right, title and interest of Seller in and to all streets, water courses or water bodies adjacent to, abutting or serving the Real Estate. The Real Estate shall include any rights or ownership of Seller lying in the bed of any street, road, alley or avenue and any right of way across, below or between parcels of the Real Estate, including any rights appurtenant to Real Estate to the center line of any such street, road, alley or avenue and to any strips and gores adjoining the Real Estate, whether or not otherwise specifically appurtenant to the Real Estate arising from or related to survey inconsistencies or gaps in any legal descriptions, except for Township Sewer and Water REUs which shall remain the property of the Seller.

1.2 Buyer acknowledges and agrees that the Real estate is a vacant parcel, but otherwise accepts all other improvements, structures, fixtures, parking areas, equipment, fencing and other improvements of any kind or nature whatsoever now or hereafter located on the Real Estate (collectively, "Improvements") (the Real Estate and Improvements are sometimes referred to collectively as the "Real Property").

1.3 The intangible rights, titles and interests owned by Seller (or its affiliates) and used in the operation and management of the Real Property, including without limitation: (i) all permits, plans, specifications, architectural and engineering studies, reports, surveys, environmental investigations, drawings and prints, licenses, driveway permits, zoning approvals, traffic studies, authorizations and approvals issued by governmental authorities respecting the Real Property and all rights Seller has or may have against third parties; and (ii) all assignable warranties or guarantees relating to the Real Property; and (iii) all records related to the management and operation of the Property, provided Seller shall retain all such records relating to the period prior to the Closing Date but shall provide a photocopy to the Buyer (collectively "**Intangible Rights**"); all service contracts and other agreements relating to the use, management or operation of the Real Property which Buyer elects to assume, but excluding all property or asset management contracts, any lease or sale brokerage listing contracts, and any Township Sewer and Water REUs ("**Service Contracts**" and collectively with the Intangible Rights, the "**Intangible Property**").

1.4 The right, title, and interest of Seller, in all tangible personal property not constituting part of the Real Property but located thereon and used in connection with the Real Property (collectively, the "**Personal Property**").

1.5 The Real Property, Intangible Property and the Personal Property are hereinafter collectively referred to as the "**Property**".

2 **Sale/Conveyance and Assignment.** Seller agrees to sell, convey and assign to Buyer, and Buyer agrees to buy and assume from Seller, at the price and upon the other terms and conditions hereafter set forth, the Property.

3 **Purchase Price.** In consideration for the Property and for the other promises and covenants contained herein, Buyer shall pay to Seller the following amounts in accordance with the terms of this **Section 3.** The "**Purchase Price**" for the Property shall be Three Hundred Fifty- Four Thousand Six Hundred and 00/100 Dollars (\$354,600.00) for 4717-01-200-004 and One Hundred Ninety-Nine Thousand Four Hundred Forty and 00/100 Dollars (\$199,440.00) or \$6,000 per acre for 4717-01-200-005. The "**Total Purchase Price**" is Five Hundred Fifty-Four Thousand Forty and 00/100 Dollars (\$554,040.00). Buyer agrees to pay to Seller, and Seller agrees to accept payment of the Purchase Price as follows:

3.1 Buyer will deliver to Seller the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) ("**Deposit**") within 10-days of execution of this agreement by all parties, which Deposit shall be credited to the Buyer at the Closing. In the event this

Agreement is terminated, the Deposit shall not be refunded to the Buyer as described elsewhere in this Agreement.

3.2 On the Closing Date (as defined below), Buyer shall pay Seller, the sum of Five Hundred Fifty-Four Thousand Forty and 00/100 Dollars (\$554,040.00) in cash, by wire transfer or by other immediately available "good funds", which comprises the remaining balance of the Purchase Price plus or minus adjustments and prorations as hereinafter set forth.

#### 4 **Transfer of Title.**

4.1 Title to the Real Property shall be conveyed to Buyer by Warranty Deed, in recordable form (the "**Deed**"), executed by the Seller or other title holder of record, subject only to the Permitted Exceptions (defined below).

4.2 All Intangible Property and Personal Property comprising fixtures incorporated into the real property, if any and personal property which is essential for the structure on the Property to function, if any, shall be conveyed by Seller (or such other persons or entities as may hold title thereto) to Buyer.

#### 5 **Representations, Warranties and Covenants.**

5.1 **Seller's Representations and Warranties.** As a material inducement to the Buyer executing this Agreement and consummating this transaction, Seller makes the following representations and warranties to Buyer:

5.1.1 **Authority.** Seller has been duly organized and validly exists as a Michigan general law township, has not been dissolved and has the full right and authority to enter into this Agreement, subject to approval of a Resolution under MCL 41.2 (3), to consummate the sale and to make and deliver the Deed and other closing documents contemplated herein. The person(s) signing this Agreement on behalf of Seller is/are authorized to do so. This Agreement and all of the documents to be delivered by Seller at the Closing have been or will be authorized and will constitute Seller's valid and binding obligations, enforceable against it in accordance with their terms. Seller has entered into no agreements or grants of options regarding or the Property other than this Agreement. Seller requires no approvals, consents or authorizations from any person or entity in order to enter into this Agreement or to execute and deliver the Deed and ancillary documents contemplated or implied by this Agreement.

5.1.2 **Conflicts.** There is no agreement to which the Seller is a party or binding on either Seller or the Property which is in conflict with this Agreement, or which would limit or restrict the timely performance by Seller of its obligations pursuant to this Agreement.

5.1.3 **Litigation.** There are no pending or threatened judicial, municipal or administrative proceedings against Seller or affecting the Property, including,

without limitation, proceedings for or involving collections, condemnation, eminent domain, alleged building code, environmental or zoning violations, or for personal injuries or property damage alleged to have occurred on or about the Property or by reason of the condition, use of, or operations on, the Property. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller. None of the Property is the subject of any foreclosure action and Seller is not in default in any loan affecting the Property.

5.1.4 Title to Property. Seller owns all right, title and interest in and to all of the Property and has the right, power and capacity to convey, transfer, assign and deliver, the Property, free and clear of any charge, claim, or restriction of any kind, other than the Permitted Exceptions and liens of an ascertainable amount which will be paid from proceeds due to Seller at Closing and which are less than the net proceeds which will be due to Seller at Closing.

5.1.5 Condition of Property. To the best of the Seller's knowledge, all Property is in good physical condition and complies with all applicable laws, statutes, ordinances, rules and regulations of all applicable governmental authorities. In making this statement, the Seller makes no warranty as to the environmental condition of the property or its fitness for a particular purpose.

5.1.6 Taxes. Seller has filed all federal, state and local tax returns required to be filed and has paid all federal, state and local taxes due and payable by Seller and there are no liens or encumbrances on or against the Property as a result of any past due tax liabilities, whether federal, state or local and the same shall be true and correct as of the Closing.

5.1.7. Notice of Violations. As of the Effective Date and the Closing Date, Seller has received no written notice that the Property or any portion thereof violates any laws, ordinances, codes, rules and regulations of any federal, state, city or county government or any agency, body, or subdivision thereof having any jurisdiction over the Property (collectively, the "**Governmental Authorities**") that have not been cured or otherwise resolved without liability to the owner of the Property.

5.1.8. Environmental Matters. Seller has not received any written notice of any pending or threatened claims or notices relating to the Real Property with respect to (a) any violation or alleged violation of any Environmental Laws (defined below), or (b) any releases of Hazardous Substances upon the Real Property or any portion thereof. Seller will provide Buyer with copies of all environmental reports in Seller's possession. As used herein, the term "**Environmental Laws**" means all present or future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, the Governmental Authorities, in each case relating to any matter arising out of or relating to industrial hygiene, public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport,

treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*; the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200, *et seq.*; and the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* as well as any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to or imposing liability on standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any petroleum product, that is now or at any time hereafter in effect. As used herein, the terms "**Hazardous Substances**" or "**Hazardous Materials**" have the same meaning, and each means any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 6903 *et seq.*) or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to or imposing liability on standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any petroleum product, that is now or at any time hereafter in effect and includes: (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, dielectric fluid containing levels of polychlorinated biphenyls, radon gas and mold; (b) any chemicals, materials, pollutant or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous substances", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", "pollutants" or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, the exposure to, or release of which is prohibited, limited or regulated by the Governmental Authorities or for which any duty or standard of care is imposed pursuant to, any Environmental Law. However, the Township has heard oral rumors throughout the years of potential illegal dumping on the property in violation of environmental laws prior to the Township's ownership interest being acquired but has never received any of the above written notices.

5.1.9. Zoning. Seller is not a party to, nor does Seller have any actual knowledge of any threatened proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by Governmental Authorities that would have a material adverse impact on the value of the Property or use thereof.

5.1.10. Absence of Brokers. Seller has had no broker or finder acting for it or any entity controlling, controlled by or under common control with it in connection with this Agreement. Seller agrees to indemnify and hold harmless Buyer against any fee, loss or expense arising out of any claim by any broker or finder employed or alleged to have been employed by it.

5.1.11. Oral Agreements. There are no oral understandings or agreements between Seller and any other person or entity affecting the Property which will extend beyond the Closing Date.



5.1.12. Boundary Dispute. There are no pending, threatened, or, to Seller's knowledge, contemplated boundary line disputes (including without limitation any causes of action, written or oral claims made, arbitration proceedings, notices, correspondence, or administrative hearings) by or between Seller and the owner or occupant of any adjacent parcel of land, nor are there any facts which could give rise to any such dispute.

5.1.13. Nuisance. To Seller's knowledge, there are no pending, threatened or contemplated disputes (including without limitation any causes of action, written or oral claims made, arbitration proceedings, notices, correspondence, or administrative hearings) between Seller and the owner or occupant of any adjacent or nearby parcel of land regarding a claim of nuisance resulting from noise, odor, or other activities, nor are there any facts which could give rise to any such dispute.

5.1.14. Real Estate Taxes. Seller is in the middle of a tax assessment appeal with the City of Howell over the valuation of this property.

5.2. Options. No person or entity, except Buyer, has been granted any options, rights of first refusal or other purchase rights with respect to the Premises.

5.3. Underground Storage Tanks. To the best of Seller's knowledge, there are no underground storage tanks located under or upon the Real Estate.

5.4. Agreements. Except as provided below, there are no leases, subleases, tenancies, licenses, concessions and rental or occupancy agreements granting possessory rights in, on or covering the Property nor any service contracts, or other agreements under which any person or entity has the right to use, service, or otherwise occupy the Property, which will be in effect or survive the Closing. Except as provided below, there are no agreements, covenants, easements or other deeds or restrictions not shown in the public record which run with the Real Property, and which will be binding upon Buyer or any subsequent owner thereof or which run with the Real Estate. Seller will not enter into any such leases or agreements prior to Closing or taking effect after Closing without the prior written consent of Buyer.

5.4.1 Except, the following agreements that relates to Panhandle Eastern Pipeline or a related entity:

1. road access leases or easement;
2. oil, mineral, or gas licenses or rights;
3. underground transmission (pipeline easement or licenses).
4. other agreements related to Panhandle Eastern Pipeline or its related entities that are recorded at the Livingston County Register of Deeds.

The Seller purchased these properties either in a distressed sale or at a tax sale and never pulled complete title work, so Seller lacks exact knowledge of what licenses, leases, subleases, tenancy, license concession and/or rental occupancy agreement granting anyone possessory interest are recorded in the chain of title. All Seller can confirm is that it is unaware of any

leases with a 3<sup>rd</sup> Party to form or occupy the land in any manner beyond Panhandle Eastern Pipeline and its affiliated entities.

5.5. Marketing. Seller agrees that, between the Effective Date and the Closing, or termination of this Agreement, as set forth herein, whichever shall first occur, no part of the Property or any interest therein will be alienated, encumbered or transferred in favor of or to any party whatsoever, and no agreement providing for the foregoing shall be entered into, solicited or entertained by Seller. Seller shall not market the Property to other parties or enter into any agreements or understandings (whether purporting to be binding or otherwise) for the sale of the Property during the pendency of this Agreement.

5.6. Buyer's Representations and Warranties. As a material inducement in Seller executing this Agreement and consummating this transaction, Buyer represents and warrants to Seller all of the following: (i) As of the Closing Date, Buyer has been duly organized and validly exists as a Michigan limited liability company; (ii) Buyer has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby; (iii) the person(s) signing this Agreement on behalf of Buyer is/are authorized to do so; (iv) this Agreement and all of the documents to be delivered by Buyer at the Closing have been authorized and properly executed and will constitute the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms; (v) Buyer has the financial resources and assets necessary to satisfy all monetary duties and obligations hereunder and to successfully obtain financing if financing is necessary; (vi) Buyer is not a party to, or in any way obligated under, any verbal or written agreement providing for the payment of fees and expenses to any broker or finder in connection with the origin, negotiation, execution or consummation of this Agreement. Buyer shall be solely responsible for any commission, fee or other compensation due or claimed to be due with respect to the sale and purchase of the Property or otherwise due as a result of any Buyer's agreement with any realtor, broker or finder and Buyer hereby agrees to indemnify, defend and hold the Seller harmless and indemnified for any claim for a brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged or retained by Buyer; and (vii) there is no agreement to which Buyer is a party or binding on it which is in conflict with this Agreement or which would limit or restrict the timely performance by Buyer of its obligations pursuant to this Agreement.

5.7. Covenants of Seller. Seller covenants and agrees as follows, all of which covenants are material conditions to Buyer's obligation to proceed with the Agreement and the purchase of the Property and all of which will survive Closing:

5.7.1 Seller shall not enter into any new lease, license or occupancy agreement for all or some portion of the Property, including, without limitation, any amendment renewal, expansion or modification to, or termination of, any existing lease (all of the foregoing, a "New Lease") unless Seller obtains Buyer's advance written consent to such New Lease, which consent may be withheld in Buyer's sole discretion.

5.7.2 Except for the REUs, the Seller will not remove any Personal Property from the Property except as may be required for necessary repair or replacement, and in the event of such replacement, the replacement shall be of substantially equal or better quality and quantity as existed as of the time of its removal, and also except for goods and merchandise of Seller held for sale and not constituting Personal Property hereunder.

5.7.3 Seller will continue to maintain the Real Property in substantially the same condition as it exists on the Effective Date and will not make any material alterations or changes thereto without Buyer's consent, which consent may be withheld in Buyer's sole discretion.

5.7.4 Seller shall maintain its existing insurance policies with respect to the Property continuously in force through and including the Closing Date and all such insurance shall be proper and adequate insurance such as a reasonable commercial owner of similar real property would maintain.

5.7.5 Seller shall timely pay all taxes which, if unpaid, may become a lien upon the Property or any portion thereof.

5.7.6 Seller shall not knowingly do anything, nor authorize anything to be done, which would adversely affect the condition of title to the Real Property.

5.7.7 Seller shall not commit waste upon the Real Property nor shall Seller permit waste to occur or be committed upon the Real Property.

5.7.8 Seller shall not assign, alienate, lien, encumber or otherwise transfer all or any part of the Property or any interest therein prior to Closing, except the REUs. Seller shall not grant any easement, right of way, restriction, covenant or other comparable right affecting the Property without obtaining Buyer's prior written consent, which consent may be withheld in Buyer's sole discretion. Seller shall not enter into any written agreement for the sale of the Property, whether conditional or otherwise, other than this Agreement unless and until this Agreement is terminated.

5.7.9 Seller shall promptly notify Buyer of any material damage to the Property or other material adverse change in the condition of the Property, or of the occurrence of any event or circumstance, that makes any representation or warranty of Seller to Buyer under this Agreement materially untrue or misleading, or any covenant of Seller under this Agreement incapable of being performed, or any condition precedent incapable of being satisfied.

5.8 Survival. All representations, warranties and covenants stated in this Section 5 shall survive the Closing and shall not be merged into the Deed.

6. Conduct Prior to Closing. The continued validity in all material respects of the representations and warranties set forth in Section 5 of this Agreement and the performance by Seller of all covenants set forth in Section 5 of this Agreement shall be a

condition precedent to the obligation of the Party to whom the representation, warranty or covenant is given to close this transaction. If: (i) any of Seller's representations and warranties shall not be true and correct in any material respect at any time on or before the Closing whether not true and correct in any material respect as of the Effective Date or whether any change in facts or circumstances has made the applicable representation and warranty no longer true and correct; or (ii) Seller has failed to perform or comply with the covenants set forth in this Agreement to be performed or complied with the Seller prior to Closing, then Buyer may, at Buyer's option, exercised by written notice to Seller, either: (i) proceed with this transaction; or (ii) exercise all rights and remedies available to Buyer under this Agreement upon a default by Seller of its obligations under this Agreement, including to declare this Agreement null and void, in which case the Deposit shall be returned to Buyer immediately upon its written demand. If any of Buyer's representations and warranties shall not be true and correct in any material respect at any time on or before the Closing whether not true and correct in any material respect as of the Effective Date or whether any change in facts or circumstances has made the applicable representation and warranty no longer true and correct, then Seller may, at Seller's option, exercised by written notice to Buyer, either: (i) proceed with this transaction; or (ii) exercise all rights and remedies available to Seller under this Agreement, including to declare this Agreement null and void, in which case the Deposit shall be returned to Buyer immediately upon its written demand.

## **7. Due Diligence.**

7.1 **Seller Deliveries.** The Seller shall provide all of the following within five (5) days following the execution of this Agreement to the extent that such are in the possession or control of Seller: (i) engineering, structural, environmental, soils, or geotechnical reports, studies, or findings relating to the Property; (ii) presently existing plats of survey, title commitments, title insurance policies, title abstracts, or recorded instruments relating to the Property; (iii) plans and specifications of the improvements, structures and construction on the Property, if any; (iv) correspondence, notices, memoranda, or other written communication to or from Governmental Authorities relating to the condition or use of the Property during the preceding twenty-four (24) months; (v) copies of utility bills, including bills for water/sewer service, heating gas/oil, electric, scavenger, etc. relating to the Property during the preceding twenty-four (24) months; (vi) information regarding pending litigation with any third party relating to Seller or to the Property, if any; (vii) written service and related contracts of Seller otherwise directly affecting the Property including without limitation contracts with any maintenance, utility (including without limitation telephone or other telecommunication services) or extermination services and written reports or other documents arising or resulting from any written or oral service and related contracts; (viii) copies of Service Contracts and management, consulting or similar agreements relating to the (collectively, the "**Due Diligence Documents**"). In the event that Seller does not have an item of the Due Diligence Documents, then Seller shall so notify Buyer in writing, and such written statement shall serve as Seller's compliance with the requirements of this section.

7.2 **Buyer Access & Indemnity.** Prior to the Closing Date (defined below) and provided that Buyer shall not unreasonably interfere with the conduct of any

business or the use of the Property, Buyer and its agents shall have access to the Property to: (i) inspect the Property, including to verify mechanical fitness, structural integrity, physical condition of the Improvements and the engineering, environmental and hazardous waste condition, which right shall include, without limitation, the right to have environmental testing and sampling performed on the Property; and (ii) conduct all additional surveys, inspections and tests on the Property as Buyer, its authorized agents, employees, contractors, representatives and professionals shall deem necessary or desirable, at Buyer's sole cost and expense. Seller agrees to cooperate with Buyer in arranging such inspections and review. Buyer shall have the right to contact such persons or entities as the Buyer may reasonably deem appropriate in connection with the Buyer's due diligence review and investigation of the Property, including without limitation, tenants, government officials, employees, and employees of the property manager and the Seller will cooperate with the Buyer in arranging interviews and meetings for the Buyer with any such persons. In the event any mechanic lien arises from the inspections performed by or on behalf of Buyer, Buyer shall cause the same to be discharged of record prior to the Closing or may take title subject to such mechanic's lien which shall then be deemed a Permitted Exception, if Buyer in good faith determines that such lien should be contested. Further, Buyer shall indemnify and hold harmless Seller for any damages or causes of action resulting from its access to the property and testing of the property.

7.3 **Due Diligence Contingency.** Notwithstanding, and in addition to the conduct of Buyer's due diligence investigations prior to execution of this Agreement, Buyer shall have thirty (30) days from the Effective Date, or such earlier date as the Buyer agrees in writing ("**Due Diligence Completion Date**"), to complete the conduct its due diligence examination of all factors affecting the Property, including but not limited to the physical, economic, and environmental condition of the Property, and to satisfy itself as to the acceptability thereof, and suitability of the Property for Buyer's intended purposes. If the Buyer determines, in its sole and absolute discretion, that the Property is unsatisfactory to the Buyer for any reason whatsoever, the Buyer shall have the right, upon written notice delivered to Seller no later than 5:00 p.m. on the Due Diligence Completion Date, to terminate this Agreement. In the event this Agreement is so terminated, this Agreement shall terminate and neither Party shall have any further rights or obligations to the other under this Agreement, except as specifically set forth to the contrary herein. Termination by Buyer prior to the Due Diligence Completion Date shall not be deemed a default by Buyer. If Buyer closes on this transaction, Buyer's completion of Closing (as defined below) shall constitute satisfaction of all due diligence inspection or examination and constitute waiver of due diligence, with the Buyer accepting the Property "AS IS".

8. **Title Insurance.** Subject to the further provisions of Section 11 hereof, within ten (10) days from the Effective Date of this Agreement Seller, at its sole expense, shall obtain and deliver to Buyer a commitment from a title company of Seller's choosing ("**Title Commitment**"), to issue a current ALTA Form Owner's Title Insurance Policy ("**Owner's Title Insurance Policy**") showing good and marketable fee simple title vested in Seller, naming the Buyer as the proposed insured, being subject only to the Permitted Exceptions (as defined below). Seller shall additionally furnish to Buyer true, correct and complete copies of all documents described in the Title Commitment. The premium for the Owner's Title Insurance Policy, excluding the cost of any extended coverage and any endorsements which may be requested by the Buyer, shall be paid by the Seller. The premium

for any lender's title insurance policy and for all endorsements to the lender's title insurance policy, if any, shall be paid by Buyer, provided that Seller shall cooperate with Buyer as reasonably necessary in obtaining lender's required endorsements. Any survey required for an ALTA policy shall be at the Buyer's expense.

9. **Closing.**

9.1 **Closing.** When used herein, the term "**Closing**" shall mean the conveyance of the Property to Buyer and the payment of the Purchase Price to Seller. Subject to the satisfaction and compliance of all conditions precedent to the transaction contemplated herein, the Closing shall occur on a date to be mutually agreed upon by the Parties which shall be the later of (i) on or before October 15, 2025 ("**Closing Date**"), and (ii) such date as Seller and the entity to be formed by the parties in interest of Buyer have executed the Asset Purchase Agreement referenced herein. The location of the Closing shall be the office of the title company issuing the Title Commitment (the "**Title Company**") or in a mutually agreed upon location as determined by the Parties.

9.2 **Possession.** Exclusive possession of all Property shall be delivered to the Buyer at Closing.

9.3 **Seller Closing Deposits.** On or prior to the date set for Closing under this Agreement, Seller shall deposit the following documents ("**Seller's Closing Deposits**") in the Closing Escrow, which documents shall be in form and substance reasonably acceptable to Buyer, all duly executed where appropriate:

9.3.1 the Deed;

9.3.2 an Owner's Affidavit (defined in Section 11.1 below)  
or ALTA Statement;

9.3.3 Seller's counterpart of a closing and proration statement;

9.3.4 evidence of Seller's existence and authority to perform its obligations under this Agreement, in form and substance reasonably satisfactory to Title Company;

9.3.5 such other documents, instruments, consents or agreements as may be reasonably requested by Buyer in order to consummate the Closing or required by the Title Company in order to issue the Title Policy in the form and with the endorsements required by this Agreement, and to otherwise consummate the Closing.

9.4 **Buyer Closing Deposits.** On or prior to the date set for Closing under this Agreement, Buyer shall deposit the following ("**Buyer's Closing Deposits**") in the Closing Escrow, which documents shall be in form and substance reasonably acceptable to Seller, all duly executed where appropriate:

(1) counterparts of the closing and proration statement;

(2) cash by wire transfer or "good funds" (as determined by the Title Company) in U.S. currency to pay the amount due to Seller pursuant to this Agreement and all closing costs to be paid by Buyer pursuant to this Agreement;

(3) evidence of Buyer's existence and authority to perform its obligations under this Agreement in form and substance reasonably satisfactory to the Title Company; and

(4) such other documents, instruments, consents or agreements as may be reasonably requested by Seller in order to consummate the Closing or required by the Title Company in order to issue the Owner's Title Insurance Policy in the form and with the endorsements required by this Agreement, and to otherwise consummate the Closing.

10. **Conditions to Parties' Obligation to Close.** The Parties shall not be obligated to proceed with the Closing unless and until each of the following conditions has been either fulfilled or waived in writing by the relevant Party:

10.1. The Title Company is prepared to issue the Title Policy to the Buyer, subject only to the Permitted Exceptions;

10.2. All of Seller's representations and warranties set forth herein shall remain true, correct and complete in all material respects and Seller is not otherwise in material default hereunder and has fully performed all covenants required hereunder;

10.3. This Agreement shall not have been previously properly terminated pursuant to any other provision hereof;

10.4. Seller shall be prepared to deliver or cause to be delivered to Buyer all instruments and documents to be delivered to Buyer at the Closing, including without limitation Seller's Closing Deposits;

10.5. Seller's execution of the Asset Purchase Agreement in a form mutually agreed to by the Seller and the entity to be formed by the parties in interest of Buyer; and

10.6. Buyer and its Affiliates obtaining required local licenses for its business and compliance with all ancillary agreements relating to the Buyer's and Buyer's Affiliates' use of the Property, if any. Buyer shall provide evidence of its submitted application for such licenses to Seller within fifteen (15) days of the Closing Date.

In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then the party for whom such condition exists may, at the party's option, exercised by written notice to the other party, either (i) proceed with this transaction or

(ii) exercise all rights and remedies available to the party under this Agreement upon a default by either Party of its obligations under this Agreement.

11. **Owner's Title Insurance Policy.**

11.1. **Title.** Seller shall cause to be delivered to Buyer at Closing the Owner's Title Insurance Policy subject only to Permitted Exceptions (defined herein). Seller shall provide to the Title Company any affidavits, personal undertakings or title indemnities respecting the issuance of the Title Policy or any endorsements to the Title Policy reasonably or customarily requested by the Title Company, Seller and Buyer, as may be applicable, including without limitation a customary ALTA statement, GAP and other personal undertakings or owner's affidavits (collectively, "**Owner's Affidavit**"), which will permit the Title Company to remove the standard "mechanics lien" and "GAP" exceptions and issue "extended coverage". "**Permitted Exceptions**" shall mean "standard exceptions" which shall include: (1) unrecorded rights or claims of parties in possession; (2) encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises; (3) unrecorded easements and claims of easement; unrecorded water, mineral, oil, gas, and exploration rights; (4) dower or homestead rights, if any, of the spouse of any individual insured or of any individual shown herein to be a party in interest; (6) building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion, or national origin; and (7) such exceptions or encumbrances identified in the Title Commitment or shown on the Survey which are acceptable to Buyer in its reasonable discretion (and if not so acceptable, Buyer will object to any such exception prior to the Due Diligence Termination Date or the same shall be waived).

11.2. **Cure.** If Buyer or its counsel notifies Seller in writing of any objections Buyer has to any matter raised by the Title Commitment or (each, a "**Defect**"), Seller shall have ten (10) days from the date of delivery of such notice from Buyer to cure such Defect(s) or to arrange for the cure of any such Defect(s) at Closing. If Seller fails to cure any such Defect or to have arranged for the cure of such Defect at the Closing within the specified time, Buyer may terminate this Agreement, or may elect, upon notice to Seller within five (5) days after the expiration of the ten (10) day cure period, to accept the Premises with the right to deduct from the Purchase Price an amount the parties mutually agree is reasonable and necessary to compensate the Buyer for the Defect. The Closing shall be extended as necessary to accommodate the time frames of this **Section 11.2.** In the event an agreement cannot be reached between the Parties, this Agreement shall be null and void and the Deposit shall be returned to Buyer immediately upon its written demand.

12. **Prorations and Adjustments.** The following shall be prorated and adjusted between Seller and Buyer as of the Closing Date, except as otherwise specified:

12.1. **Taxes.** All ad valorem real estate taxes with respect to Property shall be prorated with Seller paying to and including the day of closing assuming that taxes are paid on a due date basis in advance. Buyer shall be responsible for payment of all such taxes which come due and payable after the Closing Date.



12.2. Closing Costs. Buyer shall pay the following expenses incurred in connection with the transactions described herein: (a) one-half of all closing and escrow fees charged by the Title Company; (b) the fee for the recording of the Deed; (c) Buyer's legal fees and expenses; (d) the cost of any endorsements to the Title Policy other than those required to be paid by Seller and  $\frac{1}{2}$  of all state or county transfer taxes. Seller shall pay the following closing costs and expenses incurred in connection with the transactions described herein: (i) the costs of the Title Commitment, Title Policy (with extended coverage and required endorsements), as well as the cost of removing all unpermitted title exceptions from title; (ii) one-half of all closing and escrow fees charged by the Title Company for; (iii) Seller's legal fees and expenses; (iv) Any fees due and payable to an agent or broker attributable to the sale of the Property; and (v)  $\frac{1}{2}$  of all state or county transfer taxes and documentary stamp taxes except for municipal transfer taxes, if any, which are required by local ordinance to be paid by Buyer.

12.3. Miscellaneous Prorations. All other items which are customarily prorated in transactions similar to the transaction contemplated hereunder and which are not otherwise addressed in this Agreement will be prorated as of the Closing Date. Buyer shall be deemed to be the owner of the Property on the Closing Date.

### 13. Default.

13.1. Buyer Default. If Buyer defaults hereunder, Seller shall have all of the rights and remedies at law or in equity available to a seller under applicable law, including specific performance and forfeiture of the Deposit and such remedies shall be cumulative.

13.2. Seller Default. If Seller defaults hereunder, Buyer shall have all of the rights and remedies at law or in equity available to a purchaser under applicable law, including specific performance and such remedies shall be cumulative.

14. Destruction of Improvements. If, prior to Closing, a condemnation proceeding is commenced or threatened in writing by a governmental or quasi-governmental agency with the power of eminent domain ("**Condemnation**"), then:

14.1. Buyer may elect, within thirty (30) days after notice of such Condemnation, by written notice to Seller, to terminate this Agreement, and if necessary, the time of Closing shall be extended to permit such election. In the event of an election to terminate except for the provisions of this Agreement that expressly survive Closing or earlier termination of this Agreement, this Agreement shall be void and of no further force and effect, and neither Party shall have any liability to the other by reason hereof and neither shall be deemed to be in default; or

14.2. In the event Buyer does not timely elect to terminate pursuant to Section 14.1, the transaction contemplated hereby shall be closed without a reduction in the Purchase Price, and Seller shall assign to Buyer all of Seller's rights in any award to be paid to Seller in connection with such Condemnation.

15. **General Provisions.**

15.1. **Entire Agreement.** This written Agreement, including all Exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the Parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

15.2. **Time of the Essence.** Time is of the essence of this Agreement.

15.3. **Severability.** In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.

15.4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefits of the Parties hereto, and successors, and assigns; provided, however, that this Agreement may not be assigned by Seller or by Buyer without the prior express written consent of the other Party.

15.5. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested, postage prepaid, delivered by personal delivery, or sent by Federal Express, UPS or other recognized overnight courier service for next business day delivery, or sent by facsimile transmission, to the Parties' attorneys as follows:

If to Seller:	MARION TOWNSHIP <hr/> 2877 West Coon Lake Road Howell, MI 48843 Email: supervisor@mariontownship.com
With a Copy to:	John L. Gormley Gormley Law Offices, PLC 101 East Grand River Ave. Fowlerville, MI 48836 Email: John@gormleylaw.net
If to Buyer:	With a copy to: Miechiels Property Holdings Attention: Matthew Miechiels 8547 Antcliff Rd. Howell, MI 48855 Email: matt.miechels@yahoo.com

With a  
copy to:

Williams, Knack & Burrows, PC  
Attn: Andrew C. Burrows  
810 E. Grand River Ave.  
Brighton, MI 48116  
Facsimile: (810) 534-0701  
Email: aburrows@wkbfirm.com

or to such additional or other persons, at such other address or addresses as may be designated by notice from Buyer or Seller, as the case may be, to the other. Notice may also be sent via email, provided that a copy of such notice is also sent by another means set forth herein, but notice will be effective upon delivery of such email. Notices by mail shall be sent by United States certified or registered mail, return receipt requested, postage prepaid, and shall be deemed given and effective three (3) business days following posting in the United States mails. Notices by facsimile or email shall be deemed given and effective upon the delivery thereof. Notices by personal delivery shall be deemed given and effective upon the delivery thereof. Notices by overnight courier shall be deemed given and effective on the first business day following the delivery thereof to Federal Express, UPS or another recognized overnight courier service, guaranteeing and sent for next business day delivery.

15.6. Amendments; Recitals; Entire Agreement. This Agreement may be amended or modified only by a written instrument duly authorized and executed by the Party or Parties intended to be bound thereby. All Recitals and all Exhibits attached to this Agreement are incorporated herein and made a part hereof by reference. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof.

15.7. Pre-Litigation Mediation. As a condition precedent to the filing of a lawsuit by either Party, except when a Party seeks temporary or preliminary equitable relief or when delay will unduly prejudice a Party, the Parties agree to engage in a good faith mediation with a mediator to be chosen upon mutual agreement of the Parties. Unless mutually agreed to the contrary, the Parties will schedule the mediation to take place within fourteen (14) days of the date the dispute arises, or where a Party seeks temporary or preliminary equitable relief, within thirty (30) days of the date the dispute arises. The Parties will comply with all confidentiality and other agreements reasonably required by the mediator. The Parties also agree to confer on the voluntary exchange of information, documents and other data that will assist the confidential mediation process reasonably required by the mediator. It is the express intent of the Parties that the mediation described in this Section supplant and supersede any other pre-litigation dispute resolution procedures, including those imposed by the court, by statute, or otherwise.

15.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

15.9. Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended and shall not be construed to limit,

enlarge or otherwise affect the scope or intent of this Agreement or the meaning of any provision hereof.

15.10. Counterparts. This Agreement may be executed in multiple counterparts or copies (including facsimile or PDF/electronic copies), each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto, and different counterparts or copies may be executed by one or more of the other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies, and all counterparts or copies hereof so executed shall constitute but one and the same agreement. Each party hereto, by execution of one or more counterparts or copies hereof, expressly authorizes and directs any other party hereto to detach the signature pages from any such counterpart or copy hereof executed by the authorizing party and affix same to one or more other identical counterparts or copies hereof so that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one or more counterparts or copies hereof to which is (are) attached signature pages containing signatures of all parties hereto. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

15.11. Miscellaneous Terms. No breach of a covenant or condition of this Agreement shall be deemed to have been waived unless such waiver is in writing. The Parties hereto expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution; therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner. In the event that the last day permitted for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday of the United States (all other such days constituting "**Business Days**" for purposes of this Agreement, the time for such performance will be extended to the next succeeding Business Day. Time periods under this Agreement will exclude the first day and include the last day of such time period. The Parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision hereof is for the exclusive benefit of Seller and Buyer and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this Agreement, or to be a third-party beneficiary thereof. Neither Party shall be liable to the other as a result of Force Majeure interfering with its ability to perform. For purposes of this Agreement, "**Force Majeure**" means any prevention, delay or work stoppage which is the result of causes beyond a Party's control, including acts of God, labor strikes, inability to obtain labor and/or materials, government actions or restrictions, civil disturbances, war or casualty. For purposes of this Agreement, "**Affiliate**" means any person or legal entity directly or indirectly controlling or controlled by, or under direct or indirect common control with a Party.

15.12. Attorney's Fees. In the event of any action or proceeding brought by either Party against the other under this Agreement, the prevailing Party shall be entitled

to recover all costs and expenses including its reasonable attorney's fees in such action or proceeding in such amount as the court may adjudge reasonable.

15.13. Construction. This Agreement shall not be construed more strictly against one Party merely by virtue of the fact that the same has been prepared by such Party or its counsel, it being recognized both of the Parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

15.14. No Third-Party Beneficiary. This Agreement and each and every provision hereof is for the exclusive benefit of Seller and Buyer (and the parties to the Asset Purchase Agreement) and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this Agreement, or to be a third-party beneficiary thereof.

***[SIGNATURES FOLLOW]***

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

**SELLER:**

**MARION TOWNSHIP**, a Michigan general law township

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Name:  
Its:

**BUYER:**

**MIECHIELS PROPERTY HOLDINGS, LLC**, a Michigan limited liability company

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Name: Matthew Miechiels  
Its: Manager

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

The premises located in the City of Howell, Livingston County, Michigan, described as:

Land in the City of Howell, Livingston County, State of Michigan, to wit:

4717-01-200-004: A parcel of land in the Northeast Fractional  $\frac{1}{4}$  of Section 1, Town 2 North, Range 4 East, Marion Township, Livingston County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as beginning at a point, said point being the intersection of the Northerly right-of-way line of the CSX Transportation Railroad (99 feet wide) with the East line of Section 1, being also the centerline of Lucy Road, said point being distant North 00 degrees 52 minutes 04 seconds West 628.14 feet, along the East line of Section 1 and the centerline of Lucy Road, from the East  $\frac{1}{4}$  corner of Section 1; proceeding thence, from said point of beginning, North 56 degrees 32 minutes 34 seconds West 1986.91 feet, along said Northerly railroad right-of-way (recorded as North 54 degrees 33 minutes 09 seconds West 1826.51 feet; thence on a curve to the right, whose radius is 26371.21 feet, central angle of 00 degrees 16 minutes 46 seconds, chord bearing and a distance of North 55 degrees 01 minutes 04 seconds West 128.63 feet); thence North 00 degrees 51 minutes 13 seconds West 1606.70 feet (recorded as North 00 degrees 53 minutes 50 seconds East 1626.39 feet), along the East line of the East 12.75 acres of the West 32 acres of the Northeast Fractional  $\frac{1}{4}$  of Section 1, as fenced and occupied in May of 1953; thence North 88 degrees 08 minutes 33 seconds East 322.54 feet (recorded as South 89 degrees 52 minutes 11 seconds East 306.39 feet); thence South 00 degrees 52 minutes 09 seconds East 203.60 feet (recorded as South 00 degrees 10 minutes 16 seconds West 204.69 feet); thence North 89 degrees 05 minutes 19 seconds East 164.16 feet (recorded as South 89 degrees 00 minutes 51 seconds East 158.34 feet); thence South 00 degrees 52 minutes 09 seconds East 90.00 feet (recorded as South 01 degrees 09 minutes 09 seconds West 90.00 feet); thence North 89 degrees 05 minutes 19 seconds East 135.45 feet (recorded as South 89 degrees 00 minutes 30 seconds East 135.51 feet); thence South 00 degrees 51 minutes 41 seconds East 543.58 feet (recorded as South 01 degrees 08 minutes 52 seconds West 543.43 feet); along the Westerly line of National Street (so-called), a 66 feet wide easement and right-of-way for ingress, egress and public utilities as recorded in Uber 1260, Page 786, Livingston County Records; thence South 89 degrees 08 minutes 19 seconds West 208.70 feet (recorded as North 88 degrees 52 minutes 31 seconds West 209.28 feet); thence South 00 degrees 51 minutes 41 seconds East 208.70 feet (recorded as South 01 degrees 07 minutes 29 seconds West 208.70 feet); thence North 89 degrees 08 minutes 19 seconds East 208.70 feet (recorded as South 88 degrees 52 minutes 31 seconds East 209.19 feet); thence North 00 degrees 51 minutes 41 seconds West 208.70 feet (recorded as North 01 degrees 08 minutes 52 seconds East 208.70 feet), along the Westerly line of said National Street easement; thence North 89 degrees 08 minutes 19 seconds East 66.00 feet (recorded as South 88 degrees 51 minutes 08 seconds East 66.00 feet); thence North 00 degrees 51 minutes 41 seconds West 57.05 feet (recorded as North 01 degrees 08 minutes 52 seconds East 25.15 feet); thence North 89 degrees 01 minutes 42 seconds East 952.47 feet (recorded

as North 89 degrees 06 minutes 39 seconds East 953.00 feet) to a point on the East line of Section 1 and the centerline of Lucy Road, said point being distant South 00 degrees 52 minutes 04 seconds East 950.30 feet (recorded as South 01 degrees 07 minutes 29 seconds West 950.00 feet), along the East line of Section 1 and the centerline of Lucy Road from the Northeast corner of Section 1; thence, from said point, South 00 degrees 52 minutes 04 seconds East 420.54 feet (recorded as South 01 degrees 07 minutes 29 seconds West 420.80 feet) along the East line of Section 1 and the centerline of Lucy Road; thence South 88 degrees 49 minutes 56 seconds West 282.00 feet; thence South 00 degrees 52 minutes 04 seconds East 150.00 feet; thence North 88 degrees 49 minutes 56 seconds East 282.00 feet; thence South 00 degrees 52 minutes 04 seconds East 1383.93 feet along the East line of Section 1 and the centerline of Lucy Road, to the point of beginning. Subject to the rights of the public over that part used for Lucy Road. Subject to the Southerly 208.70 feet of a 66-foot-wide ingress, egress and public utility easement (Nazione; 1J Street, so called) as recorded in Uber 1260, Page 786, Livingston County Records. Further subject to easements and right of ways of record.

4717-01-200-005: SEC 1 T2N R4E CITY OF HOWELL, COM E 1/4 COR SEC 1, TH N00°52'04"W 122.81 FT TO POB, TH ALG FOLLOWING 10 COURSES: S89°11'49"W 233.96 FT TO PT CURVE, TH 178 FT ALG ARC OF 557 FT RAD CURVE RIGHT CEN ANG 18°18'37" CHD MEAS 177.25 FT BRG N81°38'52"W TO PT TANG, TH N72°29'33"W 204.63 FT TO PT CURVE, TH 167.79 FT ALG ARC OF 557 RAD CURVE RIGHT CEN ANG 17°15'34" CHD MEAS 167.15 FT BRG N63°51'47"W TO PT TANG, TH N55°14'00"W 1245.73 FT TO PT CURVE, TH 216.74 FT ALG ARC OF 307 FT RAD CURVE RIGHT CEN ANG 40°26'59" CHD MEAS 212.26 FT BRG N35°00'30"W TO PT TANG, TH N14°47'01"W 388.27 FT TO PT CURVE, TH 293.01 FT ALG ARC OF 393 FT RAD CURVE LEFT DEN ANG 42°43'04" CHD MEAS 286.27 FT BRG N36°08'33"W TO PT TANG, TH N57°37'05"W 362.76 FT TO PT CURVE, TH 157.64 FT ALG ARC OF 393 FT RAD CURVE LEFT CEN ANG 22°58'55" CHD MEAS 156.58 FT BRG N68°59'33"W TO INTERSECTION OF N/S 1/4 LINE, TH N00°45'54"W 244.38 FT TO S/LY LINE CSX RR THE FOLLOWING THREE COURSES, TH S50°20'16"E 133.08 FT, TH S55°07'16"E 1039.23 FT, TH S57°05'29"E 1979.89 FT TO E LINE SEC 1, TH S00°52'04"E 389.60 FT TO POB. 31.96 AC M/L ACT 425 TRANSFER FROM MARION TWP (10-01-200-022) FOR 2006