

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING AGENDA  
MARCH 25, 2025 - 7:00 P.M.  
(810) 629-8631**

**CALL TO ORDER – PLEDGE OF ALLEGIANCE – 7:00 P.M.**

**ROLL CALL**

**APPROVAL OF AGENDA – OR CHANGES**

**APPROVAL OF CONSENT AGENDA**

Regular Board Meeting Minutes – March 4, 2025  
Closed Session Minutes – March 4, 2025  
Treasurer’s Report- February 28, 2025  
Clerk’s Warrants and Bills – March 19, 2025

**COMMUNICATIONS**

1. Planning Commission Approved Meeting Minutes- February 19, 2025.
2. Livingston County Sheriff Report- February 28, 2025
3. Planning Commission Meeting Synopsis- March 11, 2025.
4. Planning Commission Workshop Synopsis- March 19, 2025

**PUBLIC REMARKS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

1. Final 2024-2025 budget amendment.
2. Authorization to take legal action against property owners for zoning violation.
3. Request to amend Tyrone Woods consent judgment to allow for expansion.
4. Commercial insurance policy renewal.
5. Commercial Battery Storage Systems moratorium extension.
6. Commercial Wind Energy moratorium extension.
7. Commercial Solar Projects moratorium extension.
8. Request for attorney John Gillooly of Garan Lucow Miller to represent the township at the public hearing to remove Chris Ropeta as ex-officio from the Planning Commission.
9. Public hearing date selection.

**MISCELLANEOUS BUSINESS**

**PUBLIC REMARKS**

**ADJOURNMENT**

\* \* \* \* \*

**Supervisor Greg Carnes**

**Clerk Pam Moughler**

Please note: Anyone wishing to address the Township Board may do so during Public Remarks. The Tyrone Township Board of Trustees has established a policy limiting the time a person may address the Township Board at a regular or at a special meeting during the Public Remarks section of the agenda to three minutes. The Board reserves the right to place an issue under the New Business section of the agenda if additional discussion is warranted or to respond later either verbally or in writing through an appropriately appointed Township Official. Individuals with disabilities requiring auxiliary aids or services should contact the Tyrone Township Clerk at (810) 629-8631 at least seven days prior to the meeting.

# **CONSENT AGENDA**

Regular Board Meeting Minutes – March 4, 2025

Closed Session Minutes – March 4, 2025

Treasurer's Report- February 28, 2025

Clerk's Warrants and Bills – March 19, 2025

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 1**

**CALL TO ORDER**

Supervisor Cunningham called the meeting of the Tyrone Township Board to order with the Pledge of Allegiance on March 4, 2025 at 7:00 p.m. at the Tyrone Township Hall.

**ROLL CALL**

Present: Supervisor Greg Carnes, Clerk Pam Moughler, Treasurer Jennifer Eden, Trustees Sara Dollman-Jersey, Herm Ferguson, and Dean Hasse. Absent: Trustee Chris Ropeta.

**PUBLIC HEARING**

Supervisor Carnes opened the public hearing at 7:02 p.m. The purpose of the public hearing was to review the proposed 2025-2026 Fiscal Year Township Budget and hear comments. Supervisor Carnes presented the budget and asked for public comment. Four residents made public comments:

- Jim Combs said the township was not transparent about the budget. The Treasurer told him the budget and relevant documents were posted on the front page of the township's website. He stated people don't read the website.
- Scott Dietrich explained to the audience what the General Fund is in "layman's terms".
- Kurt Schulze questioned the Supervisor's salary and asked if a wage study had been done. Clerk Moughler responded wage comparisons with similar townships had been done.
- Debbie Wendell said other townships' salaries are far less than the salaries of Tyrone.

The Supervisor closed the public hearing at 7:31 p.m.

**APPROVAL OF AGENDA – OR CHANGES**

Treasurer Eden moved to approve the agenda as presented. (Trustee Ferguson seconded.) The motion carried; 5 ayes, 1 nay (Haase).

**APPROVAL OF CONSENT AGENDA**

**Regular Board Meeting Minutes – February 18, 2025  
Clerk's Warrants and Bills – February 25, 2025**

Treasurer Eden moved to approve the consent agenda as presented. (Trustee Dollman-Jersey seconded.) The motion carried; all ayes.

**COMMUNICATIONS**

- 1. Planning Commission Approved Meeting Minutes – January 14, 2025**
- 2. Planning Commission Meeting Synopsis- February 19, 2025**
- 3. Livingston County Sheriff Report- January 31, 2025**
- 4. Attorney invoices-December 2024, January 2025**

Referring to the attorney invoices, Clerk Moughler pointed out three unauthorized charges for legal advice from a Foster Swift FOIA attorney; Foster Swift was contracted to assist with the

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 2**

renewable energy ordinances only. Supervisor Carnes said he had wanted a second opinion of which documents he was required to submit to comply with a FOIA request. He did not, however, have prior board approval to hire that attorney.

Clerk Moughler moved to require board authorization prior to hiring outside legal counsel. (Treasurer Eden seconded.) The motion carried; 5 ayes, 1 nay (Haase).

Treasurer Eden moved to receive and place on file Communications #1-4 as presented. (Clerk Moughler seconded.) The motion carried; all ayes.

**PUBLIC REMARKS**

Several public comments were heard.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

**1. Nimphie Road sewer break and odor control update.**

Livingston County Drain Commissioner Brian Jonckheere and Deputy Drain Commissioner Frank Ervin provided updates regarding the Nimphie Road pump station odor and the recent sewer break at the intersection of Nimphie and Hogan Roads. No motion was made.

**2. Resolution to adopt the 2025-2026 budget by department totals.**

**RESOLUTION #250301  
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**RESOLUTION TO ADOPT 2025-2026 BUDGET FOR THE GENERAL FUND**

<b>101 General Fund Revenues</b>	<b>\$</b>	<b>2,003,193</b>
<b><u>Department Expenses</u></b>		
101 - Township Board		170,142
171 - Supervisor		58,933
215 - Clerk		172,176
247 - Board of review		3,000
253 - Treasurer		179,884
257 - Assessing		131,247
262 - Elections		53,653
265 - Building and Grounds		59,100
567 - Cemeteries		8,199
272 - Unallocated		17,391

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
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441 - Public Works	12,000
448 - Street Lighting	2,546
685 - Social Services	4,400
701 - Planning Commission	152,775
702 - Zoning Board of Appeals	7,155
703 - Zoning Administrator	81,638
724 - Ordinance Enforcement	30,603
729 - Community Action Programs	4,000
277 - Insurance, Bonds & Fringes	260,958
966 - Transfers Out	500,000
<b>Total Department Expenses</b>	<b>\$ 1,909,800</b>

<b>Surplus (Deficit)</b>	<b>\$ 93,393</b>
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	<u>Revenue</u>	<u>Expenses</u>	<u>Surplus (Deficit)</u>	
	\$ -	\$ -	\$ -	
141 Technology				
145 Public Improvement Bldg & Site	100,000	105,000	(5,000)	Use fund balance
205 Public Safety	921,050	856,382	64,668	
208 Park and Recreation	-	-	-	
212 Liquor Law Enforcement	3,000	3,000	-	
218 Jayne Hill Street Lighting	1,352	1,200	152	
219 Walnut Shores Street Lighting	100	160	(60)	Use fund balance
225 Shannon Glen Rubbish Removal	7,075	8,566	(1,491)	Use fund balance
226 Jayne Hill Rubbish Removal	-	-	-	
230 Apple Orchard Rubbish Removal	7,183	6,888	295	
234 Silver Lake Estates Rubbish Removal	16,660	16,320	340	
238 Parkin Lane Snow Removal	6,510	10,200	(3,690)	Use fund balance
232 Great Oaks Drive	2,960	3,250	(290)	Use fund balance
233 Laurel Springs Rubbish Removal	6,132	5,880	252	
245 Public Improvement Road	400,000	1,078,000	(678,000)	Use fund balance
246 Township Improvement Revolving	-	-	-	
259 Right of Way	8,800	25,000	(16,200)	Use fund balance
274 Public Education Grant	40,000	40,000	-	
858 Parkin Lane Road Improvement	25,478	40,270	(14,792)	Use fund balance
863 Lake Shannon Road Improvement	94,217	122,525	(28,308)	Use fund balance
864 Laurel Springs Road Improvement	12,829	14,700	(1,871)	Use fund balance
865 Irish Hills Road Improvement	54,617	56,084	(1,467)	Use fund balance
599 Sewer 2003	44,372	995,478	(951,106)	Use fund balance
590 Public Works Sewer O&M	657,580	867,400	(209,820)	Use fund balance

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 4**

RESOLVED BY: Trustee Dollman-Jersey

SUPPORTED BY: Treasurer Eden

VOTE: Haase, yes; Dollman-Jersey, yes; Ferguson, yes; Carnes, yes; Eden, yes; Moughler, yes; Ropeta, absent.

ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 4, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



Pamela Moughler  
Township Clerk

**3. General Appropriation Act Resolution.**

RESOLUTION #250302  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

GENERAL APPROPRIATION ACT  
BUDGET FOR FISCAL YEAR ENDING MARCH 31, 2026

WHEREAS, it is the intention of the Tyrone Township Board to comply with the provisions of Michigan Public Act 621 of 1978, the Uniform budgeting and Accounting Act, as modified to fit the needs of Tyrone Township;

THEREFORE, BE IT RESOLVED THAT the following budgetary policies and procedures, in accordance with said Act, be set forth as follows:

1. The chief administrative officer of the budget shall be the Supervisor.
2. The chief administrative officer or Supervisor shall receive assistance in performance of budgetary responsibilities from the Clerk and from the accountant employed by the Township Board.

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 5**

3. By November 30, 2025, the Supervisor shall compile the information, as outlined in the Act, for presentation to the chairman or officer of each department, board and commission of Tyrone Township.
4. By December 31, 2025, each department, board and commission shall complete the forms requested by the Supervisor as to their estimates of the amount of money required for each line item in their activity for the ensuing fiscal year. Any department, board or commission which generates revenue from the public hearings, land use permits or the sale or rental of services shall estimate anticipated revenue for the ensuing fiscal year.
5. No later than February 1, 2026, the Tyrone Township Board shall meet in special work session to review the requests of each department, board and commission to make recommendations on the content of the proposed fiscal year budget, ensuring that the total of estimated expenditures does not exceed the total estimated revenue and accumulated fund balance.
6. The Supervisor shall compile the recommendations of the Tyrone Township Board into a budget document, all Funds, and shall present the proposed budget to the Tyrone Township Board no later than the first regularly scheduled Board Meeting in March. The Tyrone Township Board shall set time, date, and place for all required public hearings on the proposed budget.
7. No later than the second regularly scheduled Tyrone Township Board Meeting in March, the Board shall pass, by Resolution, a general appropriations measure which spells out the policies and procedures of the Tyrone Township Board regarding compliance with and modifications to P.A. 621 of 1978.
8. The Supervisor shall be required to monitor the expenditures of each department, board and commission to ensure that expenditures do not exceed the budgeted amount, and shall make recommendations to the Tyrone Township Board to amend the budget when such action seems necessary.
9. The Supervisor shall provide quarterly reports of actual revenues and expenditures compared to budgeted amounts, as required by the Act. Quarterly reports shall be provided to the Tyrone Township Board for the first three-quarters; thereafter, the comparison reports shall be required monthly until the end of the fiscal year.
10. The Tyrone Township Clerk has been authorized by board action on September 3, 1991, to obligate the Township in an amount up to \$2,000 without prior approval of the Board, and that the Clerk summarize the items and amounts so warranted and submit the report for approval of the Board at the following meeting as outlined by Resolution #090103 adopted January 20, 2009.

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 6**

11. The Tyrone Township Clerk has been authorized, in action taken September 3, 1991, to make capital expenditures up to \$400 with authorization by the Board at the next meeting. Capital expenditures over \$400 must have prior Township Board approval.

FURTHER, BE IT RESOLVED THAT, pursuant to MCL 141.412 notice of a public hearing on the proposed budget was published on February 23, 2025, and a public hearing on the proposed budget was held on March 4, 2025, the Tyrone Township Board adopts the 2025-2026 budget of all funds by revenue and expense, as prepared and presented.

RESOLVED BY: Trustee Ferguson  
SUPPORTED BY: Treasurer Eden

VOTE: Eden, yes; Dollman-Jersey, yes; Ferguson, yes; Haase, yes; Carnes, yes; Moughler, yes; Ropeta, absent.

ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 04, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



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Pamela Moughler  
Township Clerk

**4. Headlee Operating Tax Millage Rate Resolution.**

RESOLUTION #250303  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

ESTABLISHING FISCAL YEAR 2025-2026 OPERATING TAX MILLAGE RATE AS  
DIRECTED BY THE HEADLEE ROLLBACK CALCULATION

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 7**

WHEREAS, the Tyrone Township Board has carefully examined the financial circumstances of the Township for the 2025-2026 fiscal year, including estimated expenditures, estimated revenues and state equalized valuation of property located within the Township;

NOW, THEREFORE, BE IT RESOLVED, that the Tyrone Township Board has complete authority and hereby authorizes up to .9018 mills to be levied for operating purposes in Fiscal Year 2025-2026 from within its authorized millage rate.

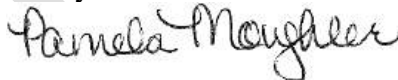
RESOLVED BY: Treasurer Eden  
SUPPORTED BY: Trustee Ferguson

VOTE: Dollman-Jersey, yes; Ferguson, yes; Carnes, yes; Eden, yes; Haase, yes; Moughler, yes; Ropeta, absent.

ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 4, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



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Pamela Moughler  
Township Clerk

**5. Senate Bill #7 health insurance provision for the 2025-2026 fiscal year.**

RESOLUTION #250304  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT  
152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT (SENATE  
BILL #7)

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 8**

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by Governor Snyder on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

- 1) Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 – “80%/20%” Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Tyrone Township Board has decided to adopt the annual “Section 8 Exemption” option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the Tyrone Township Board elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual “Section 8 – Exemption” option for the fiscal year 2025-2026.

RESOLVED BY: Treasurer Eden

SUPPORTED BY: Trustee Ferguson

VOTE: Hasse, no; Ferguson, yes; Eden, yes; Carnes, yes; Dollman-Jersey, yes; Moughler, yes; Ropeta, absent.

ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 4, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given,

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 9**

pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



Pamela Moughler  
Township Clerk

**6. Resolution to establish the 2025-2026 Trustees' salary.**

RESOLUTION #250305  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

TO ESTABLISH THE TOWNSHIP  
TRUSTEE'S SALARY FOR THE 2025-2026 FISCAL YEAR

WHEREAS, pursuant to MCLA 41.95(3), which provides that in a Township that does not hold an annual meeting, the salary for Trustees composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Board of Tyrone Township deems it desirable to adjust the salary of the Township Trustees to ensure that compensation for this position remains equitable and commensurate with the duties of said elective office;

NOW, THEREFORE, BE IT RESOLVED, that as of April 1, 2025, the salary for the office of Tyrone Township Trustee shall be \$205.82 per meeting attended.

RESOLVED BY: Clerk Moughler  
SUPPORTED BY: Treasurer Eden

VOTE: Dollman-Jersey, yes; Ferguson, yes; Carnes, yes; Hasse, no; Eden, yes; Moughler, yes; Ropeta, absent.

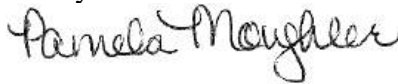
ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 4, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given,

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 10**

pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



Pamela Moughler  
Township Clerk

**7. Resolution to establish the 2025-2026 Supervisor's salary.**

RESOLUTION #250306  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

TO ESTABLISH THE TOWNSHIP  
SUPERVISOR'S SALARY FOR THE 2025-2026 FISCAL YEAR

WHEREAS, pursuant to MCLA 41.95(3), which provides that in a Township that does not hold an annual meeting, the salary for officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Board of Tyrone Township deems it desirable to adjust the salary of the Township Supervisor to ensure that compensation for this position remains equitable and commensurate with the duties of said elective office;

NOW, THEREFORE, BE IT RESOLVED, that as of April 1, 2025, the salary for the office of Tyrone Township Supervisor shall be \$53,880.00.

RESOLVED BY: Clerk Moughler  
SUPPORTED BY: Treasurer Eden

VOTE: Hasse, yes; Dollman-Jersey, yes; Eden, yes; Ferguson, yes; Carnes, yes; Moughler, yes; Ropeta, absent.

ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 4, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given,

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 11**

pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



Pamela Moughler  
Township Clerk

**8. Resolution to establish the 2025-2026 Clerk's salary.**

RESOLUTION #250307  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

TO ESTABLISH THE TOWNSHIP  
CLERK'S SALARY FOR THE 2025-2026 FISCAL YEAR

WHEREAS, pursuant to MCLA 41.95(3), which provides that in a Township that does not hold an annual meeting, the salary for officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Board of Tyrone Township deems it desirable to adjust the salary of the Township Clerk to ensure that compensation for this position remains equitable and commensurate with the duties of said elective office;

NOW, THEREFORE, BE IT RESOLVED, that as of April 1, 2025, the salary for the office of Tyrone Township Clerk shall be \$63,791.00.

RESOLVED BY: Treasurer Eden  
SUPPORTED BY: Trustee Dollman-Jersey

VOTE: Ferguson, yes; Carnes, yes; Eden, yes; Hasse, no; Dollman-Jersey, yes; Moughler, yes; Ropeta, absent.

ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 4, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given,

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 12**

pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



Pamela Moughler  
Township Clerk

**9. Resolution to establish the 2025-2026 Treasurer's salary.**

RESOLUTION #250308  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

TO ESTABLISH THE TOWNSHIP  
TREASURER'S SALARY FOR THE 2025-2026 FISCAL YEAR

WHEREAS, pursuant to MCLA 41.95(3), which provides that in a Township that does not hold an annual meeting, the salary for officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Board of Tyrone Township deems it desirable to adjust the salary of the Township Treasurer to ensure that compensation for this position remains equitable and commensurate with the duties of said elective office;

NOW, THEREFORE, BE IT RESOLVED, that as of April 1, 2025, the salary for the office of Tyrone Township Treasurer shall be \$60,000.00.

RESOLVED BY: Clerk Moughler  
SUPPORTED BY: Trustee Ferguson

VOTE: Carnes, yes; Ferguson, yes; Dollman-Jersey, yes; Eden, yes; Hasse, no; Moughler, yes; Ropeta, absent.

ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 4, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given,

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 13**

pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



Pamela Moughler  
Township Clerk

**10. Resolution to establish meeting dates for 2025-2026.**

RESOLUTION #250309  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

2025-2026 MEETING DATES

WHEREAS, the State of Michigan has enacted the Open Meetings Act which requires the specific designation of the dates, times, and places of all regular meetings of the Tyrone Township Board;

WHEREAS, it is the desire of the Tyrone Township Board to conduct all of its business in an open forum in compliance with said Act;

THEREFORE, BE IT RESOLVED THAT the Tyrone Township Board will hold regular meetings beginning at 7:00 p.m., at the Tyrone Township Hall, 8420 Runyan Lake Road, the first and third Tuesday evenings of each month unless a date conflict exists. The second meeting in March is always held the last week of the month for budget purposes. In the fiscal year, April 1, 2025 to March 31, 2026 the meetings will be held on the following dates:

April 1 & 15, 2025	October 7 & 21, 2025
May 6 and 20, 2025	November 18, 2025
June 3 & 17, 2025	December 2 & 16, 2025
July 1 and 15, 2025	January 6 & 20, 2026
August 19, 2025	February 3 & 17, 2026
September 2 & 16, 2025	March 3 & 24, 2026

BE IT FURTHER RESOLVED THAT the Tyrone Township Planning Commission meetings will be held on the second Tuesday evenings of each month beginning at 7:00 p.m., and workshops the third Wednesday of each month at 6:00 pm. at the Tyrone Township Hall, 8420 Runyan Lake Road, unless a date conflict exists. In the fiscal year, April 1, 2025 to March 31, 2026, the meetings and workshops will be held on the following dates:

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
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April 8 & 16, 2025  
May 13 & 21, 2025  
June 10 & 18, 2025  
July 8 & 16, 2025  
August 12 & 20, 2025  
September 9 & 17, 2025

October 14 & 22, 2025  
November 11 & 19, 2025  
December 9 & 17, 2025  
January 13 & 21, 2026  
February 10 & 18, 2026  
March 10 & 18, 2026

BE IT FURTHER RESOLVED THAT the Tyrone Township Zoning Board of Appeals (ZBA) meetings will be held on the second Monday evening of each month upon request beginning at 7:00 p.m., at the Tyrone Township Hall, 8420 Runyan Lake Road. Sometimes the agenda length may determine the need for two meetings to be held during the month. In the fiscal year, April 1, 2025 to March 31, 2026, the meetings may be held on the following dates:

April 14, 2025  
May 12, 2025  
June 9, 2025  
July 14, 2025  
August 11, 2025  
September 8, 2025

October 13, 2025  
November 10, 2025  
December 8, 2025  
January 12, 2026  
February 9, 2026  
March 9, 2026

RESOLVED BY: Clerk Moughler  
SUPPORTED BY: Trustee Ferguson

VOTE: Eden, yes; Dollman-Jersey, yes; Haase, yes; Ferguson, yes; Carnes, yes; Moughler, yes; Ropeta, absent.

ADOPTION DATE: March 4, 2025

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 4, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



Pamela Moughler  
Township Clerk

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 15**

**11. Runyan Lake Inc. request for display fireworks permit.**

Clerk Moughler moved to grant a display fireworks permit to Runyan Lake Inc. (Trustee Ferguson seconded.) The motion carried; all ayes.

**12. Request to write off uncollectible fire services charges.**

Clerk Moughler moved to write off uncollectible fire service charges in the amount of \$3,025.00. (Trustee Ferguson seconded.) The motion carried; all ayes.

**13. Request of Trustee Dollman-Jersey to attend Township Governance Academy.**

Clerk Moughler moved to authorize Trustee Dollman-Jersey to attend the Township Governance Academy. (Treasurer Eden seconded.) The motion carried; all ayes.

**14. Authorization to retain special counsel for pending litigation of Chris Ropeta v. Tyrone Township.**

Treasurer Eden moved to retain special counsel John Gillooly of law firm Garan Lucow Miller to represent the township for the pending litigation of Chris Ropeta v. Tyrone Township. (Trustee Ferguson seconded.) The motion carried; 4 ayes, 1 nay (Haase), Supervisor Carnes recused himself.

**15. Closed session to discuss pending litigation of Zach Schiffko-Cameron McGinn v. Tyrone Township.**

RESOLUTION #250310  
TYRONE TOWNSHIP, LIVINGSTON COUNTY

CLOSED SESSION

Supervisor Carnes resolved to go into closed session to discuss the pending litigation of Zach Schiffko and Cameron McGinn v. Tyrone Township, pursuant to Section 8(e) of the 1976 Open Meetings Act. (Clerk Moughler seconded.)

Roll call: Haase, yes; Ferguson, yes; Eden, yes; Carnes, yes; Dollman-Jersey, yes; Moughler, yes; Ropeta, absent.

The board convened in closed session at 9:00 p.m.

**TYRONE TOWNSHIP  
PUBLIC HEARING & SPECIAL BOARD MEETING  
APPROVED MINUTES – MARCH 4, 2025 – PAGE 16**

\* \* \* \* \*Closed Session Minutes\* \* \* \* \*

The board reconvened in open session at 9:23 p.m.

**MISCELLANEOUS BUSINESS**

None.

**PUBLIC REMARKS**

Several public comments were heard.

**ADJOURNMENT**

Treasurer Eden moved to adjourn. (Trustee Ferguson seconded.) The motion carried; all ayes.  
The meeting adjourned at 9:34 p.m.

## Period ending February, 2025

Total Township Monies			\$	17,964,494.00
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Page: 1/2

CHECK DATE FROM 03/03/2025 - 03/19/2025

DB: Tyrone

Check Date	Bank	Check	App	Vendor	Vendor Name	Amount
Bank 001 STATE BANK COMMON ACCOUNT						
03/04/2025	001	24479	AP	CHASE CARD	CHASE CARD SERVICE	1,051.75
03/04/2025	001	24480	AP	HAMILT GAS	HAMILTON'S PROPANE	704.79
03/04/2025	001	24481	AP	871	LIVINGSTON COUNTY TREASURER	215.50
03/04/2025	001	24482	AP	MANN IT	MANN IT	2,970.28
03/04/2025	001	24483	AP	08	MCKENNA ASSOCIATES, INC.	5,028.75
03/04/2025	001	24484	AP	439	REPUBLIC SERVICES#237	546.22
03/04/2025	001	24485	AP	259	SHOEMAKER SERVICES INC	4,150.00
03/04/2025	001	24486	AP	KRW CLEAN	KRW CLEANING SERVICES, LLC	880.00
03/04/2025	001	24487	AP	VOYA	VOYA INSTITUTIONAL TRUST COMPANY	325.00
03/11/2025	001	24488	AP	41	CONSUMERS ENERGY	311.51
03/11/2025	001	24489	AP	FOXMICH	FOX, MICHAEL J.	150.00
03/11/2025	001	24490	AP	IVS COMM	IVS COMM, INC.	150.00
03/11/2025	001	24491	AP	871	LIVINGSTON COUNTY TREASURER	258.00
03/11/2025	001	24492	AP	VIEW NEWS	VIEW NEWSPAPER GROUP	1,092.00
03/11/2025	001	24493	AP	ZASKI	ZASKI ACCOUNTING, LLC	2,025.00
03/18/2025	001	24494	AP	120	ACCIDENT FUND COMPANY OF	381.75
03/18/2025	001	24495	AP	AFLAC	AFLAC	978.46
03/18/2025	001	24496	AP	AT&T MOBIL	AT&T MOBILITY	186.76
03/18/2025	001	24497	AP	297	BLUE CROSS BLUE SHIELD OF	12,167.34
03/18/2025	001	24498	AP	IVS COMM	IVS COMM, INC.	535.00
03/18/2025	001	24499	AP	STATEOFMI	STATE OF MICHIGAN	215.85
03/18/2025	001	24500	AP	VOYA	VOYA INSTITUTIONAL TRUST COMPANY	965.00

Total of 22 Checks:	35,288.96
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	<u>35,288.96</u>

Bank 022 STATE BANK - PUBLIC SAFETY checking

03/04/2025	022	1461	AP	CHASE CARD	CHASE CARD SERVICE	15.00
03/04/2025	022	1462	AP	176	HARTLAND AREA FIRE DEPARTMENT	9,204.00
03/11/2025	022	1463	AP	97	CITY OF FENTON	15,990.00

Total of 3 Checks:	25,209.00
Less 0 Void Checks:	0.00
Total of 3 Disbursements:	<u>25,209.00</u>

## Bank 102 SEWER O&amp;M CHECKING 590

03/11/2025	102	519	AP	24	LIVINGSTON COUNTY DRAIN COMM.	68,432.72
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Total of 1 Checks:	68,432.72
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>68,432.72</u>

## Bank 108 TAX FUND FLAGSTAR

03/11/2025	108	3576	AP	CROMAINE	CROMAINE LIBRARY	44,906.32
03/11/2025	108	3577	AP	806	FENTON SCHOOLS	431,652.25
03/11/2025	108	3578	AP	GISD	GISD	304,690.61
03/11/2025	108	3579	AP	706	HARTLAND CONSOLIDATED SCHOOLS	316,605.30
03/11/2025	108	3580	AP	REFUND TAX	KLASSEN HAL M & DEBORAH J	50.00
03/11/2025	108	3581	AP	LESA	LESA	2,481.39
03/11/2025	108	3582	AP	945	LINDEN COMMUNITY SCHOOLS	130,288.80
03/11/2025	108	3583	AP	871	LIVINGSTON COUNTY TREASURER	109,633.75
03/11/2025	108	3584	AP	MOTT	MOTT COMMUNITY COLLEGE	271,514.11

Total of 9 Checks:	1,611,822.53
Less 0 Void Checks:	0.00
Total of 9 Disbursements:	<u>1,611,822.53</u>

## Bank 203 TRUST &amp; AGENCY 701 CKG

03/19/2025 12:57 PM  
User: PMOUGHLE  
DB: Tyrone

CHECK REGISTER FOR TYRONE TOWNSHIP  
CHECK DATE FROM 03/03/2025 - 03/19/2025

Page: 2/2

Check Date	Bank	Check	App	Vendor	Vendor Name	Amount
03/18/2025	203	2127	AP	871	LIVINGSTON COUNTY TREASURER	2,440.00
03/18/2025	203	2128	AP	96	TYRONE TOWNSHIP	488.01
Total of 2 Checks:						2,928.01
Less 0 Void Checks:						0.00
Total of 2 Disbursements:						2,928.01
Report Total of 37 Checks:						1,743,681.22
Less 0 Void Checks:						0.00
Report Total of 37 Disbursements:						1,743,681.22

# **COMMUNICATION #1**

Planning Commission Approved Meeting Minutes-  
February 19, 2025.

1                                   **TYRONE TOWNSHIP PLANNING COMMISSION**  
2                                   **REGULAR MEETING MINUTES**  
3                                   **February 19, 2025 6:00 p.m.**

4  
5                                   **This meeting was held at the Tyrone Township Hall**  
6

7   **PRESENT:** Jon Ward, Rich Erickson, Chris Ropeta, Kevin Ross, Zach Tucker, Bill  
8   Wood, and Garrett Ladd  
9

10 **ABSENT:** None  
11

12 **OTHERS PRESENT:** Ross Nicholson and Gage Belko (Zoom)  
13

14 **CALL TO ORDER:** Jon Ward called the meeting to order at 6:00 pm.  
15

16 **PLEDGE OF ALLEGIANCE:**  
17

18 **APPROVAL OF THE AGENDA:** Jon Ward moved to amend the agenda by moving  
19 New Business #1 ahead of all other business. Rich Erickson supported the motion. The  
20 motion carried by unanimous voice vote.

21 **APPROVAL OF THE MINUTES:** January 14, 2025 Regular Meeting Minutes

22 Rich Erickson made a motion to approve the January 14, 2025, regular meeting &  
23 public hearing minutes as amended. There was one minor typo. Zach Tucker  
24 supported the motion. The motion carried by unanimous voice vote.

25 **CALL TO THE PUBLIC:** One comment was received.

26 **NEW BUSINESS:**  
27

- 28       **1) Eby Sight Light Evaluation Request:** Jon Ward and Ross Nicholson  
29       explained the process for sight line evaluations as described in the Zoning  
30       Ordinance. The applicants presented their proposal to the Planning  
31       Commission. They explained that they were previously approved for this  
32       location by the Planning Commission back in 2019.  
33

34       Jon Ward temporarily opened the floor to accept public comments from  
35       neighbors in attendance who had voiced their desire to be heard. Public  
36       comments were received in opposition to the proposed location of the Eby's  
37       new house. One letter was read from a neighbor immediately adjacent to the  
38       Eby's lot who supported the proposal. The Planning Commission discussed  
39       the proposal and determined they would like to visit the site and gather  
40       additional information from the applications before deciding. The Planning  
41       Commission asked Ross Nicholson to investigate the legal aspects of a

potential site visit and to explore potential options to allow the Planning Commission to evaluate the property in person.

**OLD BUSINESS:**

- 1) **EI – Extractive Industrial Zoning Ordinance Amendments:** The Planning Commission discussed the proposed ordinance amendments. Rich Erickson recommended Township Board approval of the proposed Zoning Ordinance text amendments to Article 17, Section 17.03.L (M-2, Heavy Industrial District, Special Land Uses). Kevin Ross supported the motion, and it carried by unanimous voice vote. Zach Tucker recommended Township Board approval of the proposed Zoning Ordinance text amendment to Article 19, all sections, EI – Extractive Industrial District. Kevin Ross supported the motion, and it carried by unanimous voice vote. Both were conditional upon the correction of a typo present in all three documents (“Tyrone” was misspelled in the Certification Section).
- 2) **Utility-Scale Solar, Wind, and Battery Storage Overlay Zoning District Map:** The Planning Commission briefly discussed the latest draft of the updated overlay district map. They discussed additional options with Gage Belko. The Planning Commission requested that McKenna revise the draft map based on the feedback provided.
- 3) **Michigan Medical Marihuana Act (MMMA) Caregiver Regulations:** The Planning Commission discussed the topic with Gage Belko and went through the memo prepared by McKenna. The Planning Commission provided Gage with feedback to aid in the drafting of Zoning Ordinance text amendments for review at a future meeting.

**CALL TO PUBLIC:** Public comments were received.

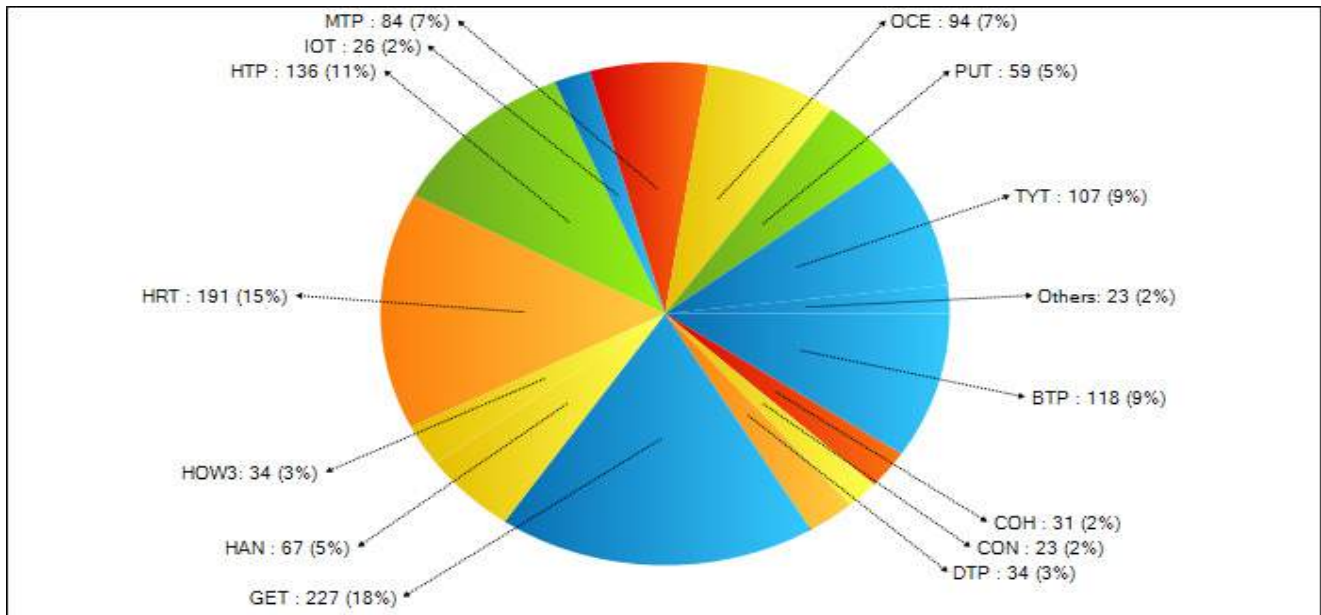
**MISCELLANEOUS BUSINESS:**

**ADJOURNMENT:** The meeting was adjourned at 8:45 pm.

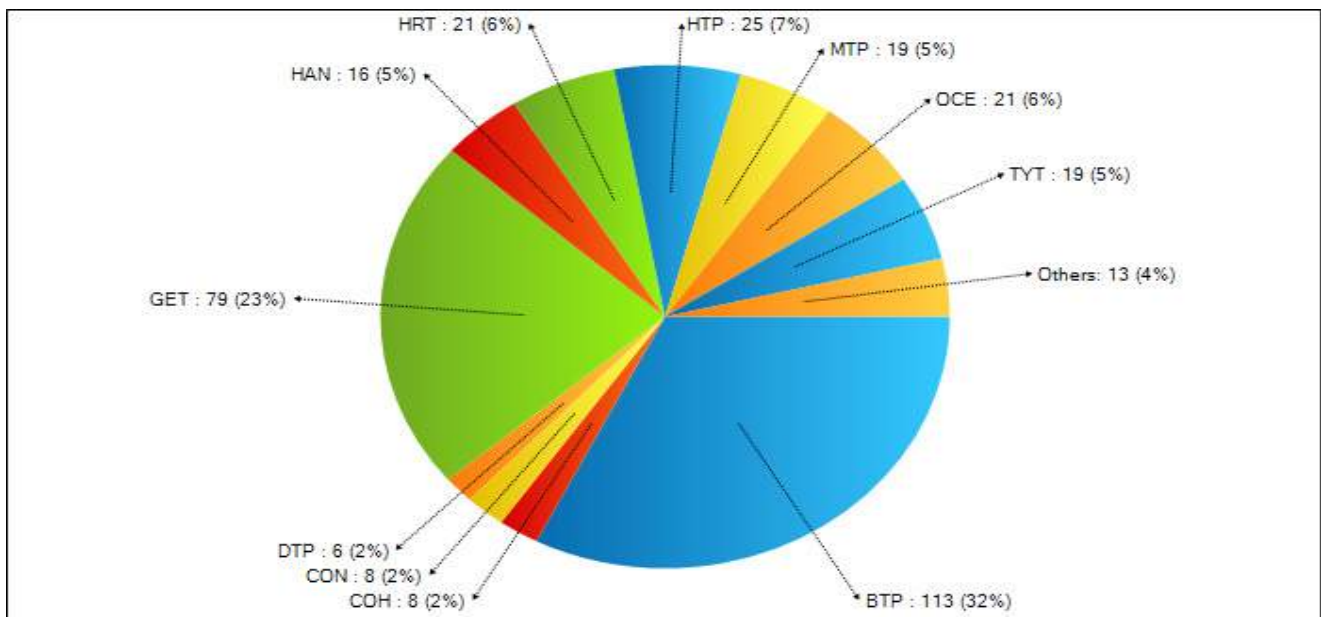
# **COMMUNICATION #2**

Livingston County Sheriff Report- February 28, 2025

**LIVINGSTON COUNTY SHERIFF'S OFFICE  
FEBRUARY 2025 CALLS FOR SERVICE**



**MICHIGAN STATE POLICE  
FEBRUARY 2025 CALLS FOR SERVICE**



# LIVINGSTON COUNTY SHERIFF'S OFFICE

## TYRONE TOWNSHIP FEBRUARY 2025

Nature	# Events
ABANDONED VEHICLE	2
ANIMAL COMPLAINT	5
AREA CHECK	1
ASSIST EMS	16
ASSIST FIRE DEPARTMENT	1
ASSIST OTHER AGENCY	4
BE REPORT ONLY	1
BOL	1
CITIZEN ASSIST	3
CIVIL COMPLAINT	1
CRIMINAL SEXUAL CONDUCT REPORT	1
DISTURBANCE/TROUBLE	1
DOMESTIC PHYSICAL IN PROGRESS	1
DOMESTIC VERBAL	5
EXTRICATION - MOTOR VEH ACC	1
FOLLOW UP	1
FRAUD	3
HAZARD	7
HIT AND RUN ACCIDENT	1
INTIMIDATION THREATS HARASSMEN	4
LARCENY	1
LOST/FOUND PROPERTY	1
MENTAL/CMH/PSYCH	1
MISSING PERSON/RUN-A-WAY	3
MOTORIST ASSIST	5
NOISE COMPLAINTS	1
PATROL INFORMATION	2
PDA	14
PPO VIOLATION	1
ROAD RUNOFF	1
SUBPOENA SERVICE	1
SUICIDAL SUBJECT	1
SUSPICIOUS PERSON	1
SUSPICIOUS VEHICLE	2
UNKNOWN ACCIDENT	3
VIN INSPECTION	1
WELFARE CHECK	7
<b>TOTAL:</b>	<b>106</b>

<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	46	32:06	72	34:22	118
COHOCTAH	8	34:04	23	1:09:29	31
CONWAY	7	22:51	16	37:17	23
DEERFIELD	14	33:01	20	55:05	34
GENOA	100	27:03	127	22:54	227
HANDY	28	29:48	39	34:31	67
HARTLAND	72	31:35	119	23:06	191
HOWELL	57	27:51	78	23:57	135
IOSCO	11	37:57	15	26:03	26
MARION	41	26:16	43	27:27	84
OCEOLA	33	29:43	61	24:10	94
PUTNAM	26	28:51	33	27:08	59
TYRONE	57	19:59	49	52:21	106

## TYRONE TOWNSHIP

<u>MONTH</u>	<u>CALLS FOR SERVICE</u>	<u>TICKETS WRITTEN</u>	<u>ARRESTS</u>
JANUARY	145	26	3
FEBRUARY	106	25	3
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			
YTD TOTALS:	251	51	6

**BRIGHTON****COHOCTAH****CONWAY****DEERFIELD****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE**

JANUARY	138	JANUARY	44	JANUARY	29	JANUARY	29
FEBRUARY	118	FEBRUARY	31	FEBRUARY	2	FEBRUARY	34
MARCH	0	MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
<b>YTD TOTAL:</b>	<b>256</b>	<b>75</b>		<b>31</b>		<b>63</b>	

**TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN**

JANUARY	25	JANUARY	7	JANUARY	8	JANUARY	4
FEBRUARY	38	FEBRUARY	3	FEBRUARY	0	FEBRUARY	5
MARCH	0	MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
<b>YTD TOTAL:</b>	<b>63</b>	<b>10</b>		<b>8</b>		<b>9</b>	

**ARRESTS****ARRESTS****ARRESTS****ARRESTS**

JANUARY	3	JANUARY	2	JANUARY	2	JANUARY	1
FEBRUARY	8	FEBRUARY	1	FEBRUARY	1	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
<b>YTD TOTAL:</b>	<b>11</b>	<b>3</b>		<b>3</b>		<b>1</b>	

**GENOA****HANDY****HARTLAND****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE**

JANUARY	239	JANUARY	72	JANUARY	230
FEBRUARY	227	FEBRUARY	67	FEBRUARY	191
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>466</b>		<b>139</b>		<b>421</b>

**TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN**

JANUARY	66	JANUARY	23	JANUARY	66
FEBRUARY	60	FEBRUARY	13	FEBRUARY	36
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>126</b>		<b>36</b>		<b>102</b>

**ARRESTS****ARRESTS****ARRESTS**

JANUARY	5	JANUARY	2	JANUARY	2
FEBRUARY	8	FEBRUARY	6	FEBRUARY	4
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>13</b>		<b>8</b>		<b>6</b>

**HOWELL****IOSCO****MARION****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE**

JANUARY	128	JANUARY	39	JANUARY	105
FEBRUARY	135	FEBRUARY	26	FEBRUARY	84
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	#REF!	DECEMBER	0	DECEMBER	0
	<b>#REF!</b>		<b>65</b>		<b>189</b>

**TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN**

JANUARY	57	JANUARY	5	JANUARY	21
FEBRUARY	41	FEBRUARY	3	FEBRUARY	10
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	#REF!	DECEMBER	0	DECEMBER	0
	<b>#REF!</b>		<b>8</b>		<b>31</b>

**ARRESTS****ARRESTS****ARRESTS**

JANUARY	2	JANUARY	1	JANUARY	1
FEBRUARY	6	FEBRUARY	1	FEBRUARY	3
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>8</b>		<b>2</b>		<b>4</b>

**OCEOLA****PUTNAM****TYRONE****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE**

JANUARY	128	JANUARY	59	JANUARY	145
FEBRUARY	94	FEBRUARY	59	FEBRUARY	106
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>222</b>		<b>118</b>		<b>251</b>

**TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN**

JANUARY	31	JANUARY	11	JANUARY	26
FEBRUARY	29	FEBRUARY	9	FEBRUARY	25
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>60</b>		<b>20</b>		<b>51</b>

**ARRESTS****ARRESTS****ARRESTS**

JANUARY	2	JANUARY	2	JANUARY	3
FEBRUARY	4	FEBRUARY	0	FEBRUARY	3
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>6</b>		<b>2</b>		<b>6</b>

# **COMMUNICATION #3**

Planning Commission Meeting Synopsis-  
March 11, 2025

**TYRONE TOWNSHIP PLANNING COMMISSION  
REGULAR MEETING SYNOPSIS  
March 11, 2025 7:00 p.m.**

This meeting was held at the Tyrone Township Hall

**Present:** Jon Ward, Rich Erickson, Zach Tucker, Bill Wood, and Garrett Ladd

**Absent:** Chris Ropeta & Kevin Ross

**Others Present:** Ross Nicholson

**CALL TO ORDER:** 7:00 p.m.

**APPROVAL OF THE AGENDA:** Approved as presented

**APPROVAL OF THE MINUTES:** Approved as presented

**CALL TO THE PUBLIC:** A public comment was received.

**OLD BUSINESS:**

**1. Utility-Scale Solar, Wind, and Battery Storage Overlay Zoning District Map:**

The item was deferred to the next Workshop meeting.

**2. Michigan Medical Marihuana Act (MMMA) Caregiver Regulations:**

The item was deferred to the next Workshop meeting.

**3. Eby Sight Line Evaluation Request:**

The Planning Commission discussed the request and described the standards to make the determination. They utilized GIS mapping to evaluate potential sight line impacts to adjacent properties. They established a minimum rear yard setback for the proposed dwelling to be 580 feet from the ordinary high-water mark of Marl Lake.

**4. Peabody Ice Climbing Special Land Use:**

The Planning Commission summarized the status of the application with the applicant and amongst themselves. The applicant and the applicant's agent elaborated on the items previously requested by the Planning Commission. The

Planning Commission moved to recommend Township Board approval of the Special Land Use application with conditions.

**CALL TO THE PUBLIC:** Several public comments were received.

**MISCELLANEOUS BUSINESS:** Jon Ward briefly addressed a public comment regarding Hogan Rd. The next Workshop meeting was confirmed for Wednesday 03/19/2025, beginning at 6:00 pm.

**ADJOURNMENT:** The meeting was adjourned at 8:54 p.m.

# **COMMUNICATION #4**

Planning Commission Workshop Synopsis-  
March 19, 2025

**TYRONE TOWNSHIP PLANNING COMMISSION  
WORKSHOP MEETING SYNOPSIS  
March 19, 2025 6:00 p.m.**

This meeting was held at the Tyrone Township Hall

**Present:** Jon Ward, Kevin Ross, Zach Tucker, Bill Wood, and Chris Ropeta

**Absent:** Garrett Ladd & Rich Erickson

**Others Present:** Ross Nicholson, Gage Belko, and Mario Ortega

**CALL TO ORDER:** 6:02 p.m.

**APPROVAL OF THE AGENDA:** Approved as presented

**CALL TO THE PUBLIC:** Several public comments were received.

**OLD BUSINESS:**

**1. Utility-Scale Solar, Wind, and Battery Storage Overlay Zoning District Map:**

The Planning Commission reviewed the latest draft map documents prepared by McKenna. They discussed the current proposed overlay district boundaries. It was determined that the majority of the Planning Commission was in favor of the latest proposed boundaries. No action was taken.

**2. Michigan Medical Marihuana Act (MMMA) Caregiver Regulations:**

Mario Ortega provided the Planning Commission with background information on Michigan Marijuana laws and presented a draft of proposed Zoning ordinance text amendments. The Planning Commission discussed the draft amendments with Mario Ortega and recommended changes. They also discussed the possibility of drafting a regulatory ordinance specific to MMMA caregiver operations. No action was taken

**CALL TO THE PUBLIC:** Several public comments were received.

**MISCELLANEOUS BUSINESS:** None.

**ADJOURNMENT:** The meeting was adjourned at 7:25 p.m.

# **NEW BUSINESS #1**

Final 2024-2025 budget amendment.

Proposed Final Budget Amendments by Fund for Fiscal Year 2024/2025

Fund	Department	Account No.	Account Name	Current Budget	Current Balance as of 3/18/25	Suggested Amendment
101 - GENERAL FUND	Twp Board	101-101-806.000	Consultants	\$ 7,500.00	\$ 18,975.80	\$ 25,000.00
101 - GENERAL FUND	Twp Board	101-101-855.003	Computer Software Annual Maintenance	\$ -	\$ 10,042.38	\$ 12,000.00
101 - GENERAL FUND	Twp Board	101-101-971.001	Capital Outlay	\$ -	\$ 9,213.00	\$ 9,213.00
101 - GENERAL FUND	Other Exp	101-277-711.000	Social Security - Employer Expense	\$ 43,260.00	\$ 46,326.86	\$ 47,000.00
101 - GENERAL FUND	Other Exp	101-277-718.000	Health & Dental Insurance	\$ 145,000.00	\$ 149,942.92	\$ 155,000.00
101 - GENERAL FUND	Other Exp	101-277-816.002	General Liability Insurance	\$ 23,100.00	\$ 25,946.75	\$ 25,947.00
101 - GENERAL FUND	Other Exp	101-277-816.004	Workers Compensation Insurance	\$ 4,000.00	\$ 6,353.00	\$ 6,353.00
101 - GENERAL FUND		101-448-929.000	Street Lighting	\$ 2,546.00	\$ 2,293.27	\$ 2,650.00
218 - JAYNE HILL STREET LIGHTING FUND		218-448-929.000	Street Lighting	\$ 1,200.00	\$ 1,212.12	\$ 1,340.00
219 - WALNUT SHORES STREET LIGHTING FUND		219-448-929.000	Street Lighting	\$ 160.00	\$ 151.53	\$ 200.00
225- SHANNON GLEN RUBBISH REMOVAL FUND		225-528-805.003	Legal Fees	\$ -	\$ 165.00	\$ 165.00

# **NEW BUSINESS #2**

Authorization to take legal action against property owners for zoning violation.

## Road Enforcement Timeline:

- 10/6/21: Pulled permits to demo garage and do foundation repairs (work never done)
- 3/08/22: Pulled permit waiver to do remodel work (work never done)
- 9/26/22: Amended permit – no longer adding bathroom or finishing basement (The septic is existing non-conforming & would need to be updated)
- 6/21/24: Nearly 3 years – **no work done**. House is not secure. Livingston County Building Department inspected and sent report (attached). Determined it to be in violation of Livingston County Maintenance of Housing & Property Code 500.01. House must be demolished or owner must provide report by licensed architect/engineer that it can be rebuilt.
- 12/3/24: Owner says she is selling to new owner who can repair the house.
- 1/16/25: Have not heard from her since the 12/3 email. The property is still in her name.
- 1/30/25: Spoke to Greg and me; said she will provide engineering report as requested by county and repair the house. Asked us to hold off on sending this to you.
- 2/25/25: Neighbor came in to say the house is still in the same condition and nothing has been done. Found the listing for sale on Zillow today. The owner is still responsible for securing the home while selling it.
- 02/25/25: Attorney Charles Widmaier sent letter with deadlines.
- 03/11/25: Inspected property. House is still in same condition and not boarded up.



**HARRIS &  
LITERSKI**

EST. 1985

ATTORNEYS AND COUNSELORS

**John K. Harris**

**Edwin J. Literski**

Charles W. Widmaier

Matthew J. Harris

Matthew J. Literski

123 Brighton Lake Rd., Ste. 205

Brighton, Michigan 48116

810.229.9340 Ph | 810.229.4764 Fax

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

[charles.widmaier@harrisandliterski.com](mailto:charles.widmaier@harrisandliterski.com)

February 26, 2025

Amber Chamber  
Re/Max Platinum  
3295 Silver Lake Road  
Fenton, Michigan 48430

RE: DILAPIDATED STRUCTURE AT [REDACTED] ROAD

Dear Ms. Chambers:

I represent Tyrone Township in its legal affairs.

I have been informed that your house at [REDACTED] Road is in need of substantial repairs. The Livingston County Building Department inspected your house on June 11, 2024. That report revealed that the entire building is in disrepair and in danger of imminent collapse with portions having already collapsed. Further, the structure has openings permitting vermin to enter and there are signs that the structure is infested. The attached building department report and pictures reveal the condition of the property.

The condition of the structure violates Tyrone Township Ordinance 30B, is a blight and a nuisance because it has openings permitting ingress, the structure is dilapidated and a danger to human life. The condition also violates the Livingston County Maintenance of Housing and Property Code section 500.1.

The condition of the property warrants the demolition of the structure and debris removal. The Livingston County Building Department indicated that in the alternative to demolition, you can have a licensed profession submit a report to the County indicating whether the structure can be rehabilitated and, if so, how it would be accomplished.

Tyrone Township has provided every opportunity to salvage the structure but, other than obtaining permits, you have done nothing. Further, in December 2024, you informed the Township that you were selling the property to a new owner that can repair the structure. Now, nearly 3 months later, you still own the property and the structure remains dangerous.



HARRIS &  
LETERSKI

EST. 1985

ATTORNEYS AND COUNSELORS

Amber Chamber  
February 26, 2025  
Page 2

By the time I receive information of dilapidated structures, the Township has made every attempt to encourage the property owner to repair or demolish the structure without the need for legal action. Now that I have been asked to help, I will make one final attempt to get you to comply with the Township's Ordinance 30B and further comply with the County Maintenance Code. If you wish to rehabilitate the structure you must, within 7 days of the date of this letter, contact Tyrone Township and provide a specific timeline for you to provide a letter from your professional that indicates that the structure can be rehabilitated, describes rehabilitation process, obtain permits, commence and complete rehabilitation by dates agreeable to the Township. In the alternative, if you wish to retain the property, you must, within 10 days of the date of this letter, obtain a demolition permit and, thereafter, have the structure demolished and the debris removed within 30 days. Finally, if you wish to sell the property, you must secure the structure by boarding up any points of entry, including broken windows and doors or any other openings to the structure, within 7 days.

If you fail to take any of this action, I will file a lawsuit against you, obtain an order from the Court requiring that you demolish the structure and remove the debris, and further obtain an order requiring you to reimburse the Township for its legal expenses incurred in prosecuting this matter. This option is obviously the most expensive and stressful for you. Your best choice is to select one of the options that avoids litigation.

Very truly yours,  
HARRIS & LETERSKI  
*Charles W. Widmaier*  
Charles W. Widmaier

CWW  
cc. Karie Carter  
enc.



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF BUILDING INSPECTION**

2300 E. Grand River, Suite 104  
Phone: 517.546.3240 Fax: 517.546.7461  
Web Site: [LivGov.com/building](http://LivGov.com/building)

June 21, 2024

Karie Carter  
Tyron TWP Planning and Zoning Administrator  
10408 Center Road  
Fenton MI 48430

**RE: Unsafe Structure [REDACTED] Rd.**  
**Property ID: 04-30-[REDACTED]**

Dear Karie,

The Livingston County Building Department has investigated the building at the location noted above. The structure is in violation of the Livingston County Maintenance of Housing and Property Code 500.01. The structure was inspected on June 11<sup>th</sup>, 2024.

The structure appears to be an older single-family home. The home appears to be abandoned for years. The inspection was limited to a visual inspection of the exterior. No measurements were taken. No specific structural elements were inspected to determine their code compliance or to test their integrity or strength. The building is in violation for numerous reasons including but not limited to:

1. The entire building is in disrepair and a in danger of imminent collapse.
2. Some areas have already collapsed.
3. The entire structure shows signs of rot and dilapidation through a lack of maintenance.
4. Areas of the roof have collapsed.
5. There is no operating electrical service.
6. There are signs that the building is infested with vermin.
7. There are entry points that allow the elements and vermin to enter.
8. It is unknown whether an operational well and septic system exists.

We recommend that the Township seek remediation of these violations. Staff's opinion is, the most practical approach is to demolish the structure and properly dispose of these materials. It is doubtful that any of the existing damaged components could be salvaged.

Alternatively, to restore this structure to a habitable or usable condition; we ask that a licensed design professional; an engineer or architect, evaluate the structure starting with the foundations and submit a report to the Livingston County Building Department. The design professional's report should include the scope of the work needed to bring this building into code compliance.

Prior to any construction or demolition, the owner or contractor shall obtain permits from Tyrone Township and the appropriate Livingston County permitting agencies. The permit application shall include the design professional's evaluation and 2 copies of detailed architectural drawings stamped by an architect or engineer. The plans shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of the current Michigan Residential Code.

It is unknown whether a working well and the system exists. A licensed well and septic contractor will need to verify the existence and working condition of a well and septic system and submit a report the Livingston County Health Department for review. Alternatively, a contractor could install a new well and septic system if required.

The scope of all these repairs will require building permits from Tyrone Township and the Livingston County Permitting agencies as applicable.

Respectfully,



A handwritten signature in cursive script that reads "Jim Rowell".

Jim Rowell  
Livingston County Building Official



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF BUILDING INSPECTION**

**2300 E. Grand River, Suite 104**

Phone: **517.546.3240** Fax: **517.546.7461**

Web Site: ***LivGov.com/building***

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Respectfully,



A handwritten signature in black ink that reads "Jim Rowell". The signature is written in a cursive, flowing style.

Jim Rowell  
Livingston County Building Official

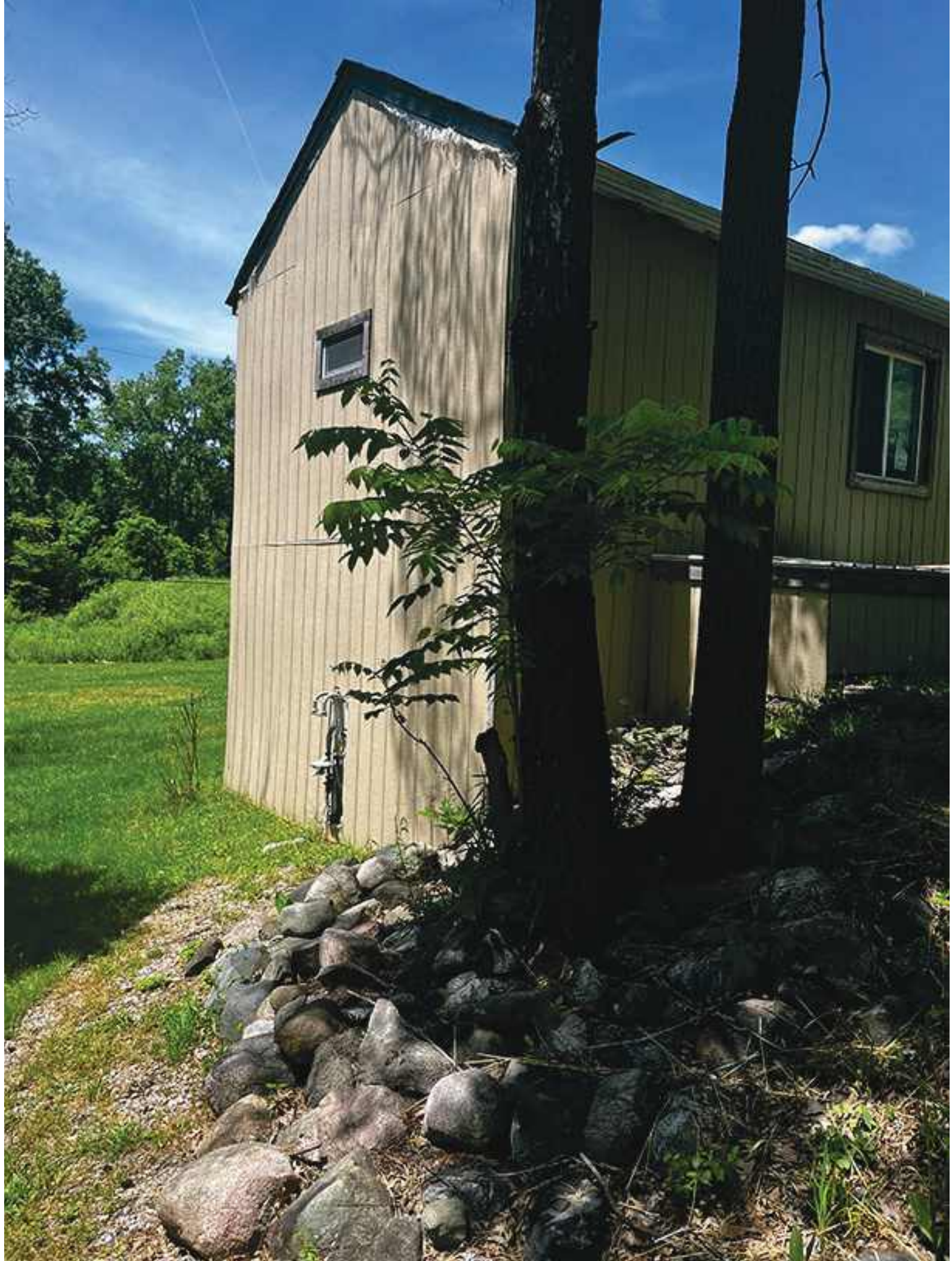


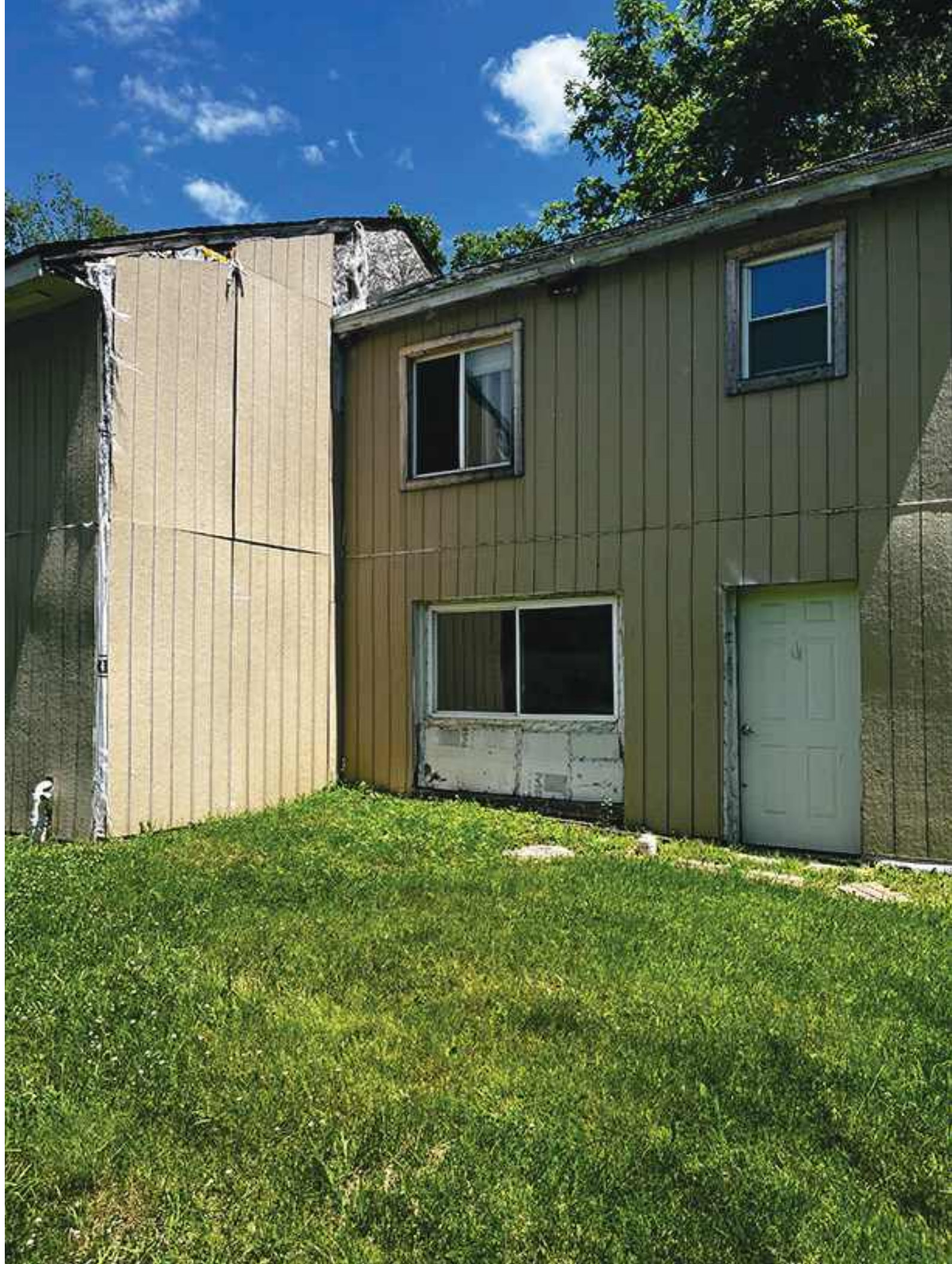


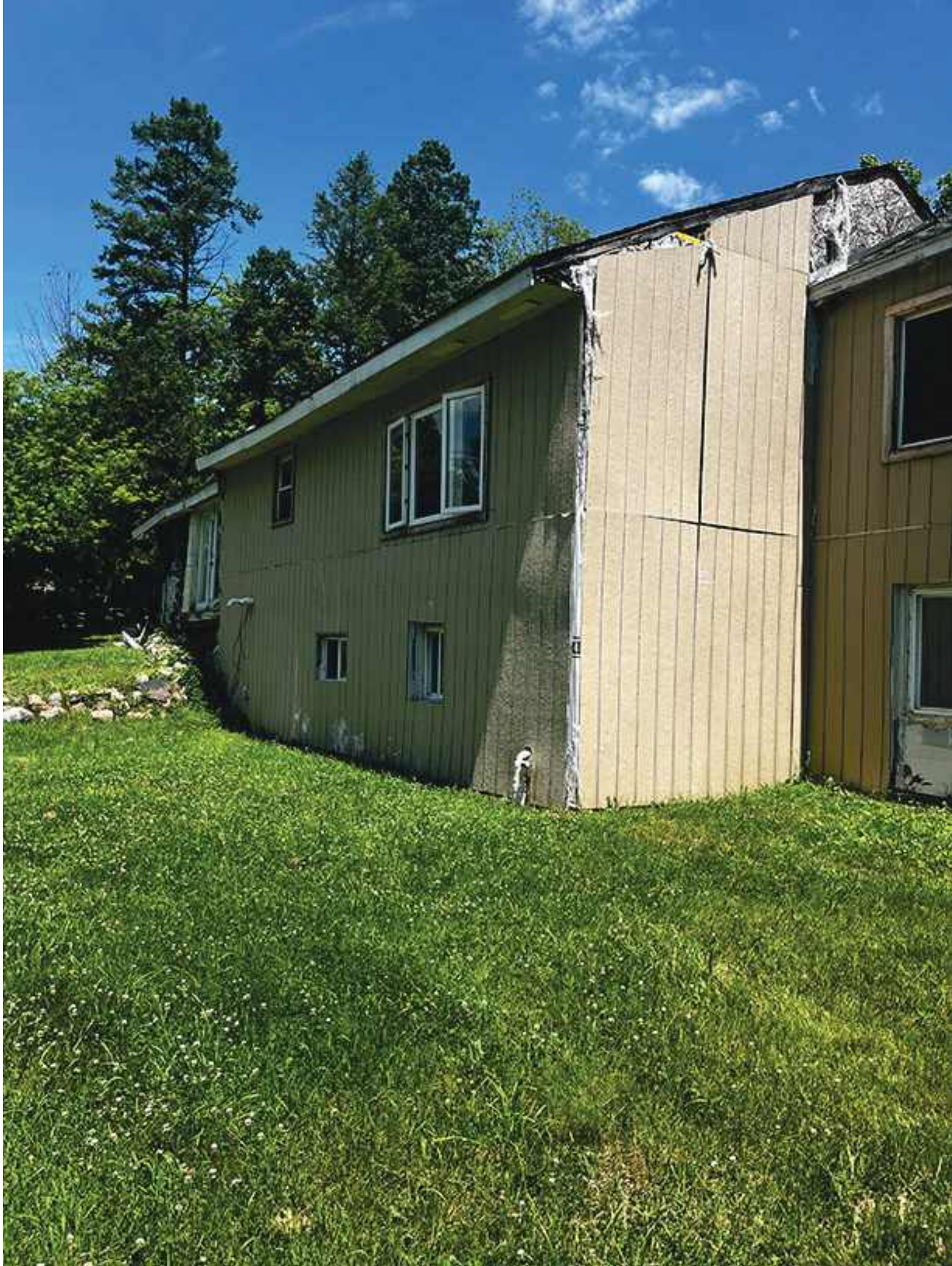


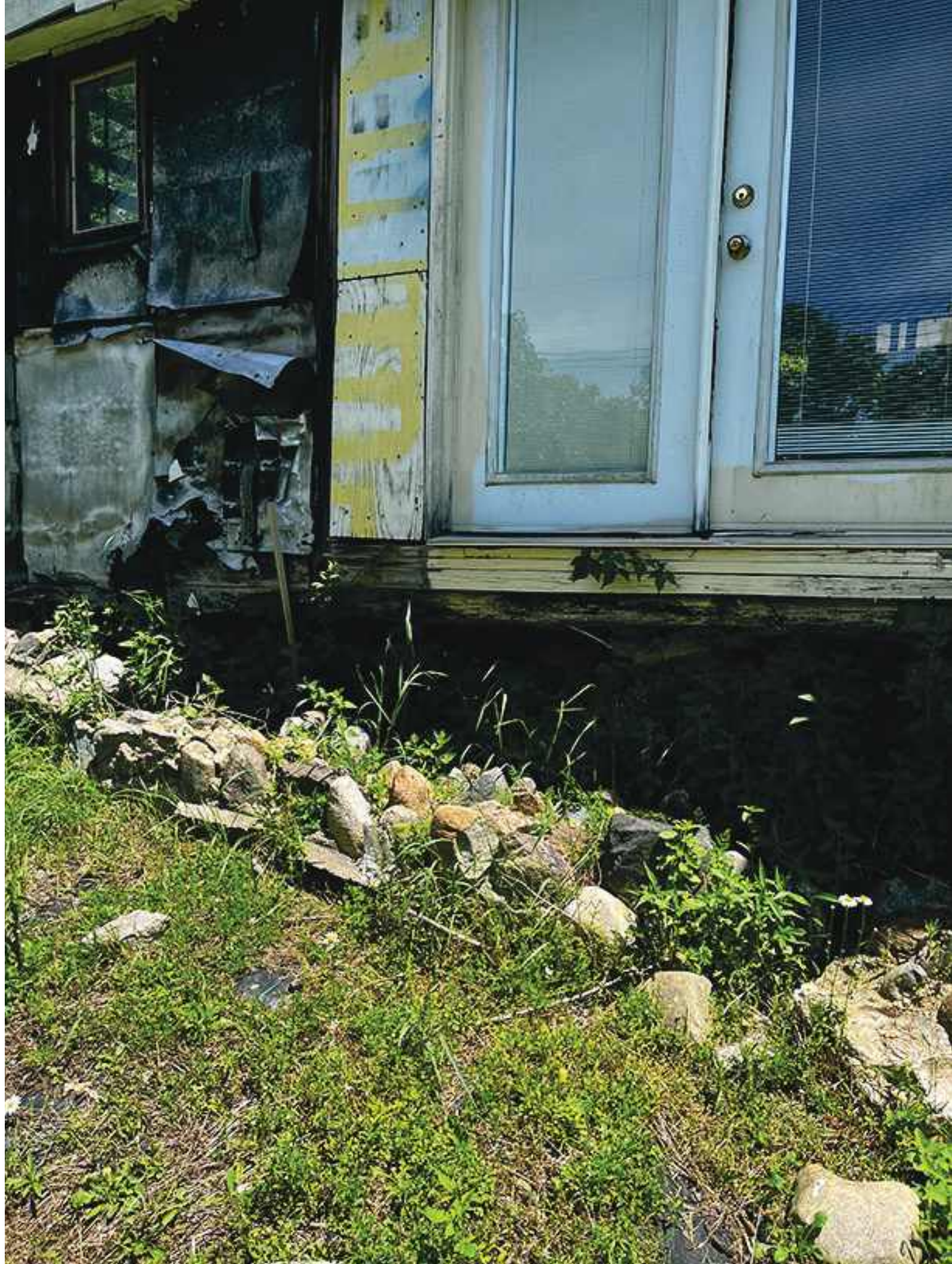










































# **NEW BUSINESS #3**

Request to amend Tyrone Woods consent judgment to allow for expansion.

STATE OF MICHIGAN

#1 - April 23, 1998

IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

TYRONE WOODS, L.L.C.,

Plaintiff,

vs.

Case No. 1022

TOWNSHIP OF TYRONE, a Michigan  
Municipal Corporation,

Defendant.

BEIER HOWLETT

By: Lawrence R. Ternan (P21334)  
Attorneys for Tyrone Woods, L.L.C.  
200 East Long Lake Road, Suite 110  
Bloomfield Hills, Michigan 48304-2361  
(248) 645-9400

JOHN W. DRURY (P12973)

Attorney for Defendant  
3075 E. Grand River Avenue, Suite 110  
Howell, Michigan 48843-8525  
(517) 548-1440

READER & PIERSON

By: David J. Reader (P27877)  
Co-Counsel for Tyrone Woods, L.L.C.  
Grand Oaks Centre  
3399 East Grand River, Suite 101  
Howell, Michigan 48843  
(517) 546-8840

TRUE COPY  
STANLEY J. LATREILLE  
44th Circuit Court

CONSENT AMENDMENT TO JUDGMENT

At a session of said Court held on 4-23-98

PRESENT: HONORABLE STANLEY J. LATREILLE, CIRCUIT COURT JUDGE

This Court entered an Order Granting Motion for Summary Judgment in this matter on March 17, 1970. The essence of said Order was to declare as unreasonable the Zoning Ordinance restrictions against development of a mobile home park on the described property. Since 1970, the property has remained vacant and has been zoned to allow mobile home park development and use.

Tyrone Woods, L.L.C. is the present owner of the described property and it and the Township of Tyrone have filed with this Court a Stipulation agreeing to substitute Tyrone Woods as the Plaintiff herein and to modify the legal description of the property that is subject to this Court pursuant to the Order of March 17, 1970. An order has been entered by this Court consistent with the Stipulation.

The parties, as set forth in the Stipulation, describe the facts and circumstances which give rise to the Stipulation and to this Consent Amendment to Judgment. By consenting to this amendment to the Judgment, the parties agree that this Consent Amendment will enable the property to be developed in the most beneficial way serving the interests of the residents of the future mobile home park and the Township of Tyrone.

The parties having signed their consent hereto and the Court being duly advised of the circumstances;

IT IS HEREBY ORDERED that the Order Granting Motion for Summary Judgment shall be and hereby is supplemented with the entry of this Consent Amendment to the Summary Judgment as follows:

1. That this Consent Amendment shall apply to the real property described in Exhibit 1 attached hereto.

2. The site plan which is attached hereto and marked as Exhibit 2 contains the plan of development for the property and Exhibit 3 contains the landscape and general drainage plan. Said plans, Exhibits 2 and 3 are hereby approved by the Court and incorporated herein as the official plans for development of the property. This Consent Amendment shall be construed as Preliminary Approval of the Township for purposes of filing the Plan with the Michigan Mobile Home Commission for development of the property.

3. Plaintiff is hereby granted the right to develop the property in accordance with Exhibits 1, 2 and 3 and to use the property as a mobile home park community once development is completed in phases. The Township, its officials, employees, representatives, agents and attorneys may enforce the provisions of the Township Zoning Ordinance only to the extent that it is not in conflict with state statutes and this Judgment.

4. The overall density of the mobile home units in the park shall not exceed 4.54 units per acre, which shall entitle Plaintiff to a total of not more than 403 mobile home units.

5. All mobile home units in the park shall be double-wide units with pitched shingled roofs and vinyl siding.

6. Plantings, landscaping and greenbelt areas shall be planted as set forth in Exhibit 3. All such plantings, landscaping and greenbelt areas shall be maintained and replaced as needed, by Plaintiff.
7. The open space area shall be maintained by Plaintiff and all wetlands on the property shall be preserved.
8. The parties shall act in good faith and without unreasonable delay in carrying out the terms of this Consent Amendment to Judgment.
9. The provisions of this Consent Amendment to Judgment shall run with the property and be binding upon the inure to the benefit of the parties, and those acting under their direction or control, and upon and to their respective heirs, successors, assigns and transferees.
10. A notice of this Consent Amendment to Judgment shall be recorded in the records of the Livingston County Register of Deeds.
11. The Court shall retain jurisdiction to effectuate this Consent Amendment to Judgment, and to enforce compliance with the terms and conditions of the Consent Amendment to Judgment.

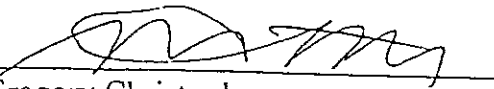
STANLEY J. LATREILLE

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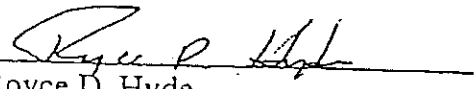
Circuit Court Judge

Approved as to form and content.


Tyrone Woods, L.L.C.

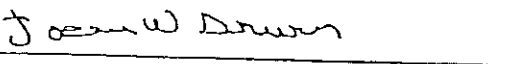
By:   
Gregory Christopher  
Its: Member

Township of Tyrone

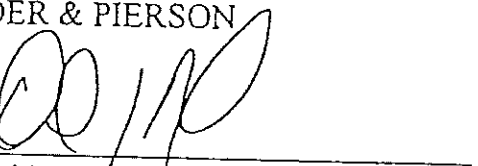
By:   
Royce D. Hyde  
Its: Supervisor

BEIER HOWLETT

By:   
Lawrence R. Ternan (P21334)  
Attorney for Plaintiff

  
John W. Drury (P12973)  
Attorney for Defendant

READER & PIERSON

By:   
David J. Reader (P27877)  
Co-Counsel for Plaintiff

ln:/lit&bus/christopher/tyrone twp/pleadings

### LEGAL DESCRIPTION

Part of the Northeast and Northwest  $\frac{1}{4}$  of fractional Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan, described as: Beginning at the North  $\frac{1}{4}$  corner of Section 18; thence S  $89^{\circ}35'26''$  E, 1332.66 feet along the North line of Section 18; thence S  $01^{\circ}18'12''$  E, 1501.93 feet; thence N  $89^{\circ}33'35''$  W, 1338.89 feet; thence N  $89^{\circ}27'42''$  W, 1218.09 feet; thence N  $02^{\circ}45'31''$  W, 1500.08 feet to the North line of Section 18; thence S  $89^{\circ}35'28''$  E, 1262.33 feet to the point of beginning. Reserving therefrom that part used, taken or deeded for Hogan Road, so-called. Containing 88.71 acres more or less.

#2 - June 27, 2000

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON  
TYRONE WOODS, LLC

Plaintiff,

v

Case No.: 04-20892-CK  
HON. STANLEY J. LATREILLE

TOWNSHIP OF TYRONE, a Michigan  
Municipal corporation,

Defendant

LAWRENCE R. TERNAN (P21334)  
Attorney for Plaintiff  
200 E. Long Lake Road, Suite 110  
Bloomfield Hills, MI 48304  
(248) 645-9400

GARY A. ROSSI (P25392)  
WILLIAM L. PARKER (P51485)  
Attorneys for Defendant,  
Township of Tyrone  
42505 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304  
(248) 858-2443

**CONSENT JUDGMENT**

At a session of said Court, held in  
the City of Howell, County of  
Livingston, Livingston County Circuit  
Court, Michigan on

June 27th, 2000

*TRIE COPY*  
MARGARET M. DUNLEAVY  
LIVINGSTON COUNTY CLERK

PRESENT: HONORABLE STANLEY J. LATREILLE, CIRCUIT JUDGE  
Plaintiff, Tyrone Woods, LLC and Defendant, The Township of Tyrone, have  
resolved the issues involved in this suit and enter into this Consent Judgment to set forth the  
terms and conditions of their agreement.

The parties having signed their consent hereto and the Court being duly advised of the circumstances,

THIS CONSENT JUDGMENT shall be and hereby is entered by the Court providing as follows:

1. This Consent Judgment shall apply to the real property located in the Township of Tyrone, County of Livingston, and State of Michigan, more particularly described in Exhibit 1 attached hereto.

2. The parties to this judgment are Tyrone Woods, LLC (hereinafter "Tyrone Woods") and Tyrone Township (hereinafter "Township").

3. This Consent Judgment is entered into by the parties to resolve the above captioned litigation and Plaintiff's "Motion to Enforce Second Consent Amendment to Judgment", filed in case No. 69-1022-CZ pending in the County of Livingston Circuit Court, which was filed on or about April 22, 2004.

4. The provisions of this Consent Judgment shall supercede and be of controlling effect over any conflicting provisions of the Second Consent Amendment to Judgment filed in case No. 69-1022-CZ (hereinafter "Second Consent Amendment to Judgment ") as is more specifically set forth in each conflicting paragraph.

5. Within sixty (60) days of the date of this Consent Judgment, Tyrone Woods shall convey to the Township:

- A. Title to the approximately 19.6 Acre Parcel described in Exhibit 2;
- B. Title to the approximately .4 acre parcel described in Exhibit 3;
- C. A non-exclusive thirty-three foot Easement, as described in Exhibit 4, for ingress and egress for access to the approximately 19.6 acre Parcel and the .4 acre Parcel, for constructing and maintaining an underground sanitary sewer line and for utilities. This easement shall be transferable to the Township's successors or assigns, including, but not limited to, Livingston County.

- D. A permanent 20 foot non-exclusive easement as described in Exhibit 5 for installation and maintenance of utilities below ground. This easement shall be transferable to the Township's successors or assigns. The Township shall not interfere with the operation or use of the Tyrone Woods storm water system or other utilities. In the event that the installation or maintenance of utilities by the Township impacts the Tyrone Woods storm water system or other utilities, the Township shall restore the Tyrone Woods storm water system or other utilities to its original state.

This paragraph supercedes Paragraph 2, Paragraph 8, Paragraph 10 and Paragraph 18(F) of the Second Consent Amendment to Judgment.

6. As required by the Second Consent Amendment to Judgment, Tyrone Woods and the Township have entered into a lease whereby the Township operates the sewage treatment facility located on Tyrone Woods' property. That lease is affirmed and shall continue in effect until the sewage treatment facility is no longer needed by the Township, as provided in the lease.

7. Tyrone Woods acknowledges that the use of the existing sewage treatment facility on Tyrone Woods' property cannot be discontinued until all of the following events have occurred:

- A. The Township is able to obtain capacity at the Genesee County Facility through a lease/rental agreement or through completion of the Genesee County Facility expansion; and
- B. The pumping facility on the Tyrone Woods property is constructed. This includes ordering and receiving the pumping equipment which could take a significant period of time.

As soon as reasonably possible, and in any case, no later than February 1, 2007, the Township shall transport sewage emanating from Tyrone Woods property to the Genesee County treatment facility. Tyrone Woods shall be charged at the rate set by ordinance.

This paragraph supercedes Paragraph 3 of the Second Consent Amendment to

Judgment.

8. When the existing sewage treatment facility is no longer used, the lease for the existing sewage treatment facility shall terminate. The Township shall remove sewage residue from the lagoons as required by and pursuant to MDEQ regulations. The Township shall obtain all environmental permits and final approvals for closing down and terminating the existing sewage treatment facility, at its expense. Tyrone Woods shall be responsible for restoration of the land, in accordance with MDEQ regulations and requirements, to a condition in general conformance with the surrounding land and shall be responsible for all of the related closing and termination costs. Tyrone Woods shall retain the services of a contractor to meet its obligations under this paragraph. The contractor must be licensed, insured and must have all necessary licenses and/or certifications to perform said obligations. The Township shall pay Tyrone Woods the sum of \$20,000.00 in consideration of Tyrone Woods undertaking the obligations set forth in this paragraph. The Township shall replace the roof and perform any needed maintenance for the garage on the leased premises prior to the surrender of the property at the end of the lease. The Township shall not be responsible for any other costs related to the closing and termination of the existing sewage treatment facility, except as stated herein.

This paragraph supercedes Paragraph 9 of the Second Consent Amendment to Judgment.

9. Tyrone Woods presently has licensed two hundred ninety-three (293) mobile home sites in Phases I and II of its mobile home park. Tyrone Woods has one hundred ten (110) additional mobile home sites already approved to be constructed in Phase III of the mobile home park. The Township shall reserve capacity for the four hundred three (403) mobile home sites and shall treat sewage from Phases I, II and III of the Tyrone Woods Mobile Home Park in the existing sewage treatment facility on Tyrone Woods's Property, until connected to the Genesee County Sewage Treatment Plant. Thereafter, the sewage shall be treated at the Genesee County Sewage Treatment Plant.

This paragraph supercedes Paragraph 7 of the Second Consent Amendment to Judgment.

10. The Township has entered into a contract with Genesee County whereby sewage emanating in Tyrone Township shall be transmitted to Genesee County and treated in a Genesee County facility. The Township, at it's sole cost, shall construct a pump station on Tyrone Woods's Property and, upon completion, commence transportation of all sanitary sewage from Tyrone Woods' mobile home park to a Genesee County sewage treatment facility.

This paragraph supercedes Paragraph 3, Paragraph 18(B) and Paragraph 18(G) of the Second Consent Amendment to Judgment.

11. To finance extensions to the Township's sanitary sewer system and contractual obligations to Genesee County, the Township has created a special assessment district. The existing special assessment district shall be amended by the Township so that Tyrone Woods, and its successors and assigns, shall be required to pay \$2,200 per unit for each of the four hundred three (403) units in the existing and approved mobile home park, payable by Tyrone Woods over a period of twenty (20) years with interest at the same rate as the Township is charged on it's bonds. This limitation of \$2,200 per unit for the four hundred three (403) units arises out of the contractual agreements in the Second Consent Amendment to Judgment and is hereby affirmed. Tyrone Woods shall not be charged nor required to pay for any additional costs for infrastructure for the connection to the Township sanitary sewer system for the four hundred (403) units. If for any reason the special assessment is determined to be invalid and/or additional charges are imposed upon or assessed against Tyrone Woods in excess of \$2,200.00 per unit as stated herein, the Township shall pay to or on behalf of Tyrone Woods such amounts above the \$2,200.00 per unit for the four hundred three (403) units as stated herein.

This paragraph supercedes Paragraph 13 of the Second Consent Amendment to Judgment.

13. The Township may impose, collect and allocate operation and maintenance fees, pursuant to its duly adopted ordinances or Board resolutions, from users of the existing sewage treatment facility. Tyrone Woods shall be billed by the Township and shall pay such operation and maintenance fees as the Township sets forth in said ordinances or resolutions.

This paragraph supercedes Paragraph 6 of the Second Consent Amendment to Judgment.

14. As provided in paragraph 5A, Tyrone Woods will convey title to the approximately 19.6 acre parcel described in Exhibit 2 and this Consent Judgement does not authorize any particular use of the 19.6 acre parcel between Tyrone Woods and the Township. If the 19.6 acre parcel is at anytime in the future planned to be used for a sewage treatment plant or facility, all reasonable efforts shall be made in the design, construction and operation of any such plant or facility to avoid odors emanating from the plant or facility. At the time of design of any such sewage treatment plant or facility, Tyrone Woods or its successor in title shall be given an opportunity to review the design and plans for the plant or facility before final approval of the plant or facility.

15. The Township will construct a pumping station to pump sewage emanating from Tyrone Woods Mobile Home Park to Hogan Road and then to Genesee County for sewage treatment. From the time that occurs, Tyrone Woods shall be charged by the Township the standard rate for sewage treatment as charged throughout the Township based upon metered flow and shall not be charged any additional rate resulting from or associated with the pump or pumping station which the Township will be installing on Tyrone Woods' property on the .4 acre parcel described in Exhibit 3. (See paragraph 5 B of this Consent Judgment).

16. All of the on-site infrastructure/sewage collection system for the entire Tyrone Woods Mobile Home Park, from the point where the sewage is generated up to the point of connection to the Pump Station described in Paragraph 15, shall be built, operated, maintained and owned by Tyrone Woods or it's successors and assignees, in accordance with the Michigan Manufactured Housing Commission Act. The Pump Station and the force

main which transports the sewage off site shall be built, operated and maintained by the Township, its successors and/or assignees.

This paragraph supercedes Paragraph 15 of the Second Consent Amendment to Judgment.

17. This Consent Judgment shall not have an effect on the following provisions of the Second Consent Amendment to Judgment: 4, 12, 14, 17, 18(A) and 18(D) , which are hereby affirmed:

18. The parties to the Consent Judgment, and their respective successors and assigns, shall treat and cooperate with one another in good faith and neither shall take any action which is contrary to or interferes with the spirit of this Consent Judgment, nor shall they omit any action which is necessary or convenient to or consistent with the spirit and intent of this Consent Judgment.

19. If there is a conflict between this Consent Judgment, including exhibits and any Township ordinance, standard or regulation, this Consent Judgment or any attached exhibits shall control.

20. This Consent Judgment is deemed to be in recordable form and either a true copy of this Consent Judgment or an affidavit making reference to this Consent Judgment, shall be recorded in the land records of the Register of Deeds of Livingston County. This Consent Judgment shall be deemed to run with the land.

21. The terms of this Consent Judgment may be amended, changed or modified only by written agreement executed by the parties hereto and approved and ordered by this Court.

22. All the provisions of this Consent Judgment shall be binding upon a inure to the benefit of the parties and their respective heirs, successors, assigns and transferees. All reference in this Consent Judgment to the Township shall include any agent, employee, representative and official of the Township.

23. Tyrone Woods and the Township, each for itself and it's respective successors and assigns, releases and forever discharges the other and its respective affiliates, successors predecessors, assigns, officers, directors, trustees, transferees, employees, independent contractors, insurers, and attorneys of and from any and all claims, demands, actions, causes of action, suits, debts, judgment, executions, costs and attorneys fees, and damages in right in whatever nature of law, equity or otherwise which now exist or may subsequently accrue by reason of any acts, events or facts existing on the date of this Consent Judgment. This mutual release shall not bar claims brought to enforce, interpret, or otherwise obtain legal or equitable relief under or pursuant to this Consent Judgment or the Consent Judgments entered in Case No. 69-1022-CZ pending in the County of Livingston Circuit Court. In the event of a proceeding to enforce this Consent Judgment, either party may seek to recover costs and attorney fees in addition to any other applicable and available relief. This Consent Judgment and the release do not relate to or have any effect on issues involving the use of Tyrone Woods's Property.

24. By their execution of this Consent Judgment, the undersigneds each warrant that they have the authority to execute this Judgment and bind their respective entities to its terms and conditions.

25. Each restriction and clause is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remaining terms and conditions.

26. This Court retains jurisdiction to interpret and assure compliance with the terms of this Consent Judgment.

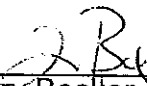
HON. STANLEY J. LATREILLE

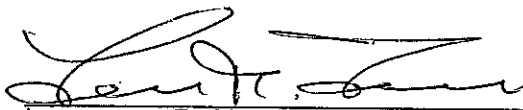
Circuit Court Judge

D1644/

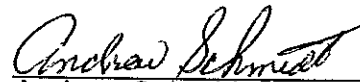
Approved:

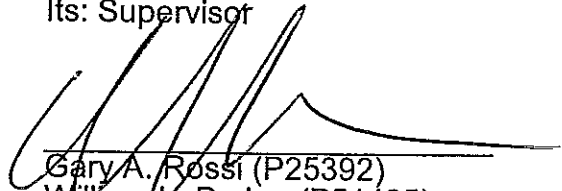
TYRONE WOODS, LLC,

By:   
Larry Becker, Member

By:   
Lawrence R. Ternan (P21334)  
Attorney for Tyrone Woods  
200 E. Long Lake Road, Suite 110  
Bloomfield Hills, MI 48304

TOWNSHIP OF TYRONE

By:   
Andrew Schmidt  
Its: Supervisor

By:   
Gary A. Rossi (P25392)  
William L. Parker (P51485)  
Attorney for Tyrone Township  
42505 Woodward Ave., Ste. 200  
Bloomfield Hills, MI 48304

## EXHIBIT 1

Part of the Northeast and Northwest  $\frac{1}{4}$  of fractional Section 18, T4N-R6E. Tyrone Township, Livingston County, Michigan, described as: Beginning at the North  $\frac{1}{4}$  corner of Section 18; thence S  $89^{\circ}35'27''$  E, 1332.66 feet along the North line of Section 18; thence S  $01^{\circ}18'12''$  E, 2663.70 feet to the occupied East-West  $\frac{1}{4}$  line of Section 18; thence N  $89^{\circ}31'45''$  W, 1334.78 feet along said East-West  $\frac{1}{4}$  line to the interior corner of Section 18 as occupied; thence N  $89^{\circ}19'29''$  W, 1192.87 feet along the East-West  $\frac{1}{4}$  line as occupied; thence N  $02^{\circ}45'31''$  W, 2659.59 feet to the North line of Section 18; thence S  $89^{\circ}35'28''$  E, 1262.33 feet to the point of beginning. Reserving therefrom that part used, taken or deeded for Hogan Road, so-called. Containing 156.41 acres more or less.

## **EXHIBIT 2**

### **LEGAL DESCRIPTION FOR 19.6 ACRE PARCEL**

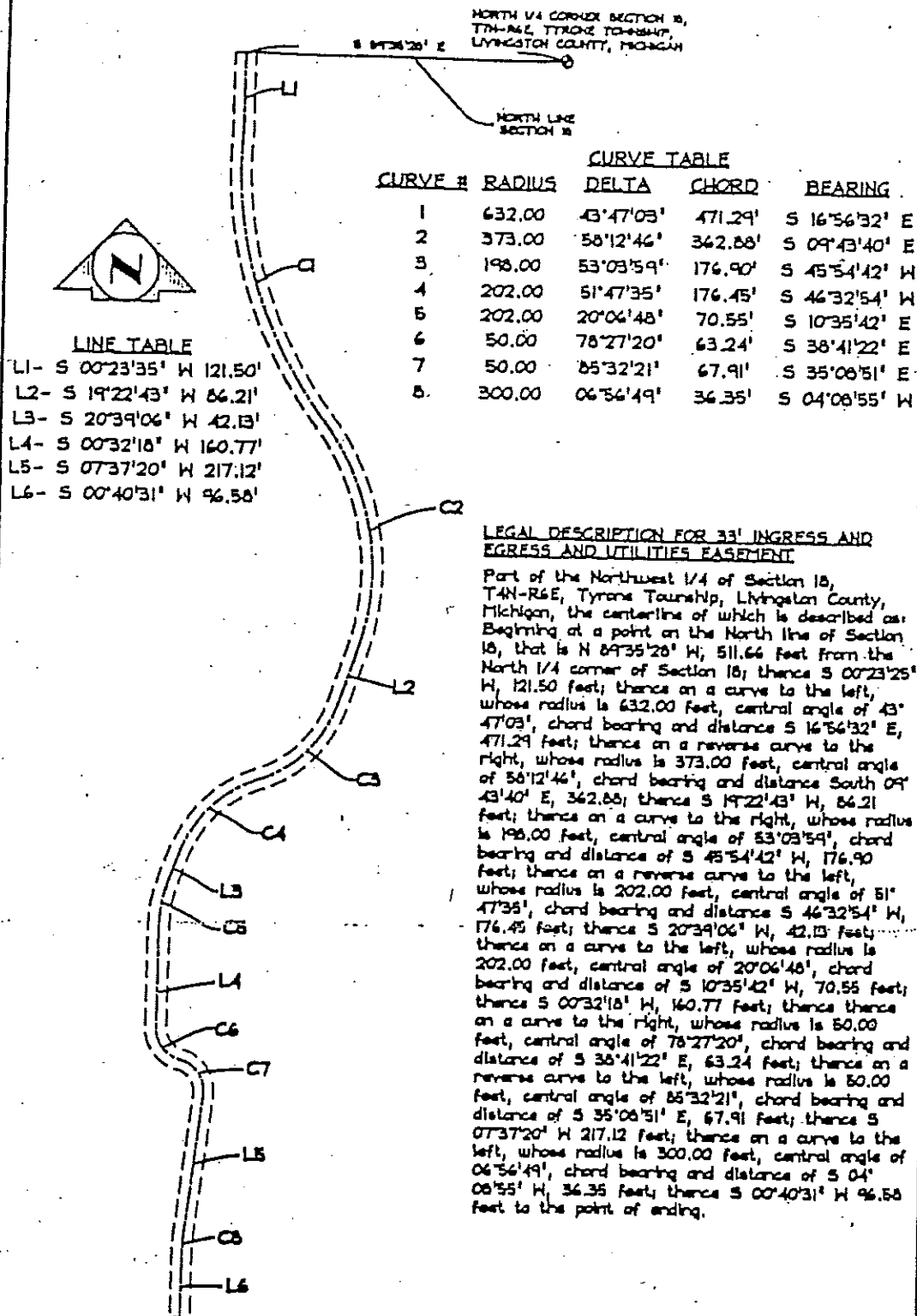
Part of the Northeast and Northwest 1/4 of fractional Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan, described as: Beginning at a point that is S 89°35'27" E, 1332.66 feet along the North line of Section 18 and S 01°18'12" E, 1501.93 feet and S 01°18'12" E, 1161.77 feet and N 89°31'45" W, 1291.16 feet from the North 1/4 corner of Section 18; thence N 89°31'45" W 43.62 feet; thence N 89°19'29" W 1192.87 feet; thence N 02°45'31" W 680.56 feet; Thence S 89°19'29" E 1277.24 feet; thence S 00°40'27" W 679.18 feet more or less to the Point of the Beginning. Containing 19.60 Acres more or less.

### EXHIBIT 3

#### LEGAL DESCRIPTION FOR .4 ACRE PARCEL

Part of the Northwest 1/4 of Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan, Beginning at a point on the North line of Section 18, that is N 89°35'28" W, 511.66 feet from the North 1/4 corner of Section 18; thence S 00°23'25" W, 121.50 feet; thence on a curve to the left, whose radius is 632.00 feet, central angle of 43°47'03", chord bearing and distance S 16°56'32" E, 471.29 feet; thence on a reverse curve to the right, whose radius is 373.00 feet, central angle of 58°12'46", chord bearing and distance South 09°43'40" E, 362.88; thence S 19°22'43" W, 86.21 feet; thence on a curve to the right, whose radius is 198.00 feet, central angle of 53°03'59", chord bearing and distance of S 45°54'42" W, 176.90 feet; thence on a reverse curve to the left, whose radius is 202.00 feet, central angle of 51°47'35", chord bearing and distance S 46°32'54" W, 176.45 feet; thence S 20°39'06" W, 42.13 feet; thence on a curve to the left, whose radius is 202.00 feet, central angle of 20°06'48", chord bearing and distance of S 10°35'42" W, 70.55 feet; thence S 00°32'18" W, 288.67 feet; thence S 89°19'29" E, 16.50 feet to the point of beginning. Thence N 00°32'18" E, 115 feet, thence S 89°19'29" E, 150 feet, thence S 00°32'18" W, 115 feet, thence N 89°19'29" E, 150 feet more or less to the point of beginning. Parcel contains 0.40 acres, more or less.

# EXHIBIT DRAWING



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**F·S·E**

FLINT SURVEYING  
& ENGINEERING  
SINCE 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE: 6/27/02

DRAWN BY: D.R.F.

CHECKED BY: K.R.C.

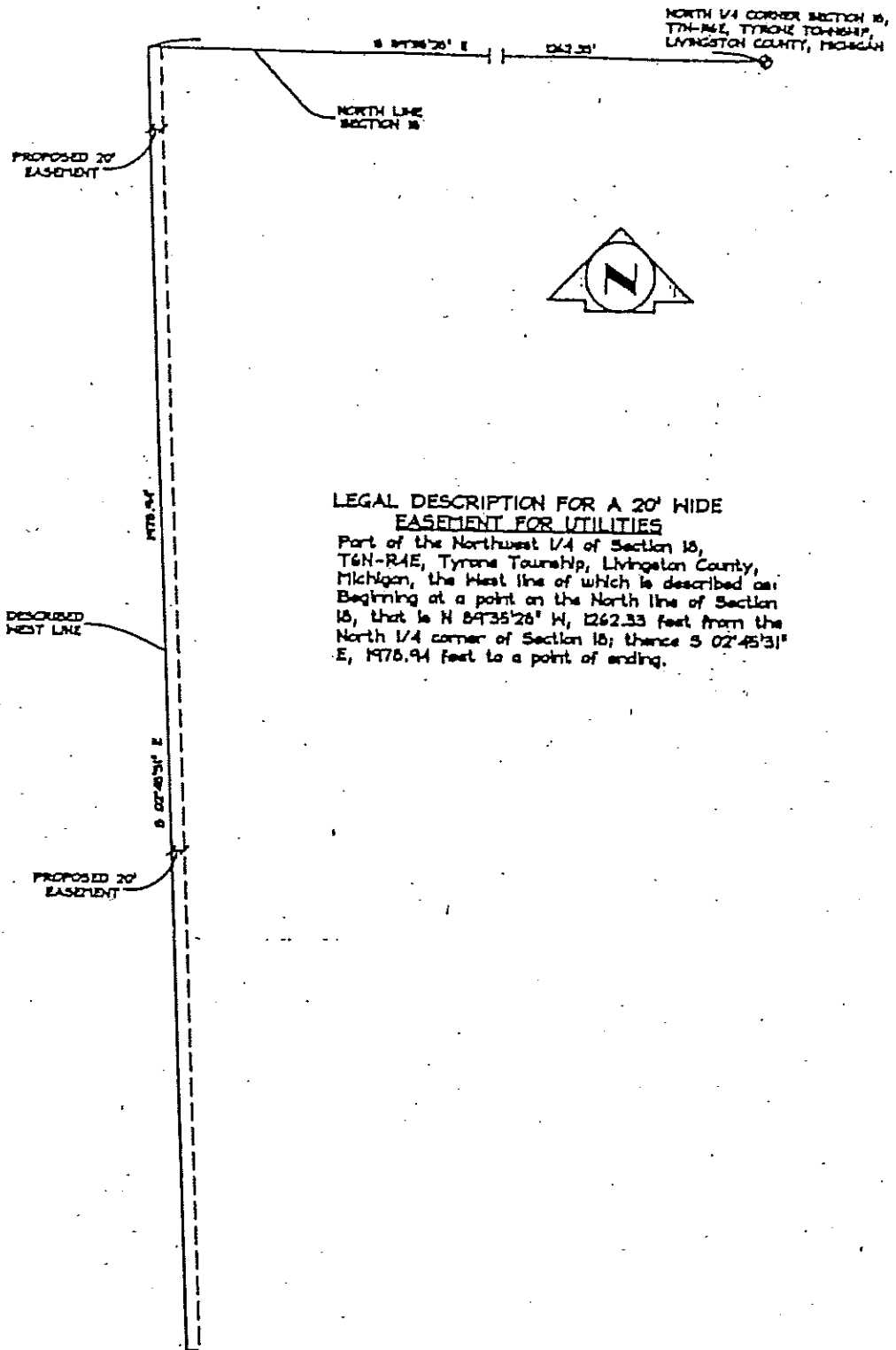
SCALE: 1" = 200'

REVISED:

JOB NO: 21840

SHEET 1 OF 1

# EXHIBIT DRAWING



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**F·S·E**

FLINT SURVEYING  
& ENGINEERING  
SINCE 1857

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE: 6/27/02

DRAWN BY: D.R.F.

CHECKED BY: K.R.C.

SCALE: 1" = 200'

REVISED:

JOB NO: 21840

SHEET 1 OF 1

**STATE OF MICHIGAN**  
**IN THE 44th CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON**

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**TYRONE WOODS, L.L.C.,**

**Plaintiff,**

**v.**

**TOWNSHIP OF TYRONE, a Michigan  
Municipal Corporation,**

**Defendant.**

---

**BEIER HOWLETT**  
Lawrence R. Ternan (P21334)  
Attorney for Plaintiff  
200 East Long Lake Road, Suite 110  
Bloomfield Hills, MI 48304-2361  
(248) 645-9400

---

**File No. 1022**

**HON. STANLEY J. LATREILLE**

**TRUE COPY**  
**STANLEY J. LATREILLE**  
**44th Circuit Court**

---

**JOHN W. DRURY (P-12973)**  
Attorney for Defendant  
2829 W. Grand River  
Howell, MI 48843  
(517) 548-1440

**SECOND CONSENT AMENDMENT TO JUDGMENT**

At a session of said Court held in the Courthouse in  
the City of Howell, County of Livingston, State of  
Michigan, this 28 day of June 2002.

**PRESENT: HONORABLE STANLEY J. LATREILLE**  
Circuit Court Judge

This Court entered an Order Granting Motion for Summary Judgment on March 17, 1970,  
which declared the Township of Tyrone's Zoning Ordinance restrictions on Plaintiff's Property to be  
unreasonable. That Order authorized development of Plaintiff's Property for a mobile home park.

On April 23, 1998, a Consent Amendment to Judgment was entered by the Court which  
enabled the Property to be developed consistent with plans which were attached to the Consent

Amendment to Judgment to assure development of the mobile home park beneficial to the Township and its residents.

The Order Granting Motion for Summary Judgment dated March 17, 1970, pertained to an eighty (80) acre parcel of property which was a part of one hundred sixty (160) acres under Plaintiff's ownership (the 160 acres are described in Exhibit 1 and referred to herein as "the Property"). The Consent Amendment to Judgment included an additional ten (10) acres in order to allow a larger and safer road system, more landscaping and larger home sites.

Since entry of the Consent Amendment to Judgment on April 23, 1998, the Tyrone Woods Mobile Home Park has been developed consistent with the Consent Amendment to Judgment and the exhibits attached hereto, involving approximately ninety (90) acres as a mobile home park. Approximately fifty (50) acres of the remaining seventy (70) acres owned by Plaintiff and located south of the mobile home park have been utilized for the sewage treatment facility for the Tyrone Woods Mobile Home Park, including sewage treatment lagoons and a large area for spraying of treated water from the sewage treatment facility.

In order to meet the needs of the Township for sewage treatment, the Township proposes to construct a permanent sewage Treatment Plant to be located on twenty (20) acres of property presently owned by Plaintiff in the southwesterly corner of the one hundred sixty (160) acres owned by Plaintiff. The Township has requested Plaintiff to donate to the Township the 20 Acre Parcel described on Exhibit 2 and to lease its existing sewage treatment facility for \$1 per year and Plaintiff has agreed to do so, subject to the agreement incorporated in this Second Consent Amendment to Judgment.

Upon removal of the existing sewage lagoons and the spray area, the southerly fifty (50) acres of the Property (the 50 Acre Parcel) will be accessible only through the existing mobile home park

and will be adjacent on two sides to the Treatment Plant. As a result of that, none of the uses allowed by the zoning classification will be economically viable. Provision is made herein for a reasonable use of the 50 Acre Parcel (described in Exhibit 3) which will be beneficial to the Township and its residents.

Plaintiff and Defendant Township agree to add to this lawsuit to be subject to the jurisdiction of this Court the remaining seventy (70) acres of the original one hundred sixty (160) acres of property south of the Tyrone Woods Mobile Home Park, owned by Plaintiff.

The parties having signed their consent hereto and the Court being duly advised of the circumstances;

**IT IS HEREBY ORDERED** that the seventy (70) acre parcel referred to above is added to the Property subject to this suit and Judgment and this Second Consent Amendment to Judgment pertains to the entire one hundred sixty (160) acres owned by Plaintiff (Exhibit 1), including the existing mobile home park, the existing sewage treatment facility and the proposed sewage Treatment Plant.

**IT IS HEREBY FURTHER ORDERED** that the Order Granting Motion for Summary Judgment dated March 17, 1970, and the Consent Amendment to Judgment dated April 23, 1998, shall be and hereby are supplemented with the entry of this Second Consent Amendment to Judgment, as follows:

1. That this Second Consent Amendment to Judgment shall apply to the real property located in the Township of Tyrone, County of Livingston, and State of Michigan, more particularly described in Exhibit 1 attached hereto.
2. Within forty-five (45) days of receipt of a written request, Plaintiff shall convey to the Township with the reverter provision contained in Paragraph 8 of this Second

Amendment to Consent Judgment, the 20 Acre Parcel described in Exhibit 2 for construction by the Township of a permanent Township sewage Treatment Plant. Plaintiff shall also convey with the reverter provision to the Township the following easements:

- a. A non-exclusive Twenty foot Easement described in Exhibit 4, for ingress and egress and for constructing and maintaining an underground sanitary sewer line, between Hogan Road and the Treatment Plant; and
  - b. A Thirty foot Temporary Construction Easement associated with the easement described in Exhibit 4 for access to the 20 Acre Parcel during construction of the Treatment Plant and installation of the sanitary sewer line referred to above.
3. Within forty-five (45) days of entry into this Second Consent Amendment to Judgment, a lease shall be entered into by the parties under which the Township shall lease from Plaintiff its existing sewage treatment facility which shall require the Township to operate and maintain the sewage treatment facility, at the annual lease rate of One (\$1.00) Dollar per year, from the date of the lease to the time of completion of the sewage Treatment Plant on the 20 Acre Parcel. Failure of the parties to agree to terms of the lease may be submitted to the Court to resolve any disputed issues. Before the lease period shall begin, Plaintiff shall have the existing sewage treatment facility tested and certified as only containing constituents of normal residential sanitary sewage waste.
4. The Township shall reserve capacity for the two hundred ninety-three (293) mobile home sites which are currently licensed and allow Plaintiff to continue to treat

sewage from the Tyrone Woods Mobile Home Park in the existing sewage treatment facility. The number of additional units that may be connected to the existing sewage treatment facility shall be as allowed by the Township and approved by MDEQ. Only after obtaining all such approvals and permits and continuing to serve Plaintiff's existing mobile home park (293 units), the Township may authorize additional units for properties other than Plaintiff's Property to be connected to the existing sewage treatment facility.

5. The Township shall diligently pursue and obtain all Michigan Department of Environmental Quality (MDEQ) and other State approvals and permits to construct the permanent sewage Treatment Plant, including a NPDES Discharge Permit to discharge treatment effluent into Ore Creek.
6. The Township may impose, collect and allocate operation and maintenance fees, pursuant to its duly adopted ordinances or Board resolutions, from users of the existing sewage treatment facility. Tyrone Woods, LLC shall be billed by the Township and shall pay such operation and maintenance fees as the Township
7. Plaintiff presently has licensed two hundred ninety-three (293) mobile home sites in Phases I and II of its mobile home park. Plaintiff has one hundred ten (110) additional mobile home sites already approved to be constructed in Phase III of the mobile home park. Plaintiff shall wait for up to three (3) years before connection of any of the one hundred ten (110) additional mobile home sites in Phase III of the mobile home park. The permanent sewage Treatment Plant shall be operational within three (3) years from the date of entry of this Second Consent Amendment to Judgment. If the Treatment Plant is not operational within that three (3) year period,

the Township shall construct, at no cost to Plaintiff, a fourth lagoon in the existing sewage treatment facility, which fourth lagoon has already been approved by the MDEQ in order to accept sewage for treatment for the additional one hundred ten (110) mobile home sites in Phase III at no cost to Plaintiff. The fourth lagoon shall be operational at the end of the three (3) year period, unless the permanent Treatment Plant is operational. Construction of the fourth lagoon shall not be necessary if Plaintiff gives the Township notice that Plaintiff is not proceeding with Phase III or the Township may otherwise treat the sewage from homes in Phase III. Plaintiff may petition this Court for specific performance and/or damages for any anticipated or actual failure of the Township to comply with this provision.

8. Title to the 20 Acre Parcel and easements shall revert to Plaintiff two years from the date of entry of this Second Consent Amendment unless before that date all of the following conditions are met: (1) the Township obtains all necessary state permits and approvals described in paragraph 5 above; and (2) bonds for and construction is started on the Treatment Plant. The deed of conveyance shall contain these reversion provisions.
9. Upon the Treatment Plant becoming operational, or the existing sewage treatment facility is no longer needed, the lease for the existing sewage treatment facility shall terminate. The Township shall pump and remove sewage residue from the lagoons into the Treatment Plant for treatment and final discharge into Ore Creek. The Township shall obtain all environmental permits and final approvals for closing down and terminating the existing sewage treatment facility, at its expense. Plaintiff shall be responsible for the restoration of the land to a condition ready for

development and shall be responsible for all of the related closing and termination costs. The Township shall pay Plaintiff the sum of \$20,000, when the permanent plant becomes operational, in consideration of Plaintiff undertaking the obligations set forth in Paragraph 9.

10. Before completion of construction of the Treatment Plant, Plaintiff shall grant a permanent 33 foot non-exclusive easement for ingress and egress to the 20 Acre Parcel through the existing mobile home park and over the land south of the park described in Exhibit 4.
11. The Township agrees that upon reclamation of the land where the existing sewage treatment facility is located, Plaintiff may develop an addition to its existing mobile home park of two hundred forty seven (247) mobile home sites on the 50 Acre Parcel, under the following terms and conditions:
  - A. The Township agrees that an addition to the mobile home park on the 50 Acre Parcel is a reasonable and feasible use of the land, recognizing the need for affordable housing.
  - B. As the only access to the 50 Acre Parcel must be through the existing Tyrone Woods Mobile Home Park, the street system and ingress and egress to the 50 Acre Parcel shall be integrated with and through the existing mobile home park.
  - C. Attached as Exhibit 5 is a preliminary site plan for the development of 247 mobile home sites on the 50 Acre Parcel and this Second Consent Amendment to Judgment constitutes preliminary site plan approval by Tyrone Township as required under Act 96 of 1987. As noted on the

preliminary site plan attached, the design of the 247 additional sites is a continuation of the existing 403 zoned sites with respect to landscaping, lot size, roadways, and similar density. Occupancy of the additional 247 mobile home sites may not occur sooner than three (3) years from the date of entry of this Consent Amendment to Judgment or at such time as the Treatment Plant becomes operational, whichever last occurs.

- D. The Township is hereby enjoined from interfering with or obstructing of the right to develop, use and operate the 50 Acre Parcel as a manufactured housing community and the Township and its boards, commissions, agents, employees, representatives and officials shall issue all permits and approvals necessary for such development, use and operation.
- E. Nothing herein shall be construed to relieve Plaintiff of the obligations to comply with the provisions of state law regarding mobile home park and the rules promulgated by the Mobile Home Commission of the Department of Commerce, including without limitation, the obligation to supply the Michigan Mobile Home Commission with the approvals of the Michigan Department of Public Health, the Livingston County Health Department, the Livingston County Drain Commission, the Livingston County Road Commission, or other governmental or regulatory entities.
- F. The Township, and its agents, employees, representatives and officials, shall not in any way interfere with, or oppose Plaintiff's efforts to obtain any necessary approvals from other governmental or regulatory entities; and if any governmental or regulatory entity with jurisdiction over Plaintiff's

proposed development requires modifications of Plaintiff's development plan before issuance of any approvals, permits or licenses, the Township agrees to not unreasonably withhold approval of said modifications and to amend this Second Consent Amendment to Judgment to the extent necessary to do so. The parties, and their agents, servants and employees shall cooperate in good faith with each other and their respective agents, successors, assigns, in Plaintiff's attempts to obtain permits, licenses, and other approvals issued by other governmental agencies necessary for the development and use of the property, in accordance with the terms and conditions of this Second Consent Amendment to Judgment.

- G. The uses and structures permitted by this Second Consent Amendment to Judgment shall not be deemed nonconforming uses or structures, but rather, be deemed conforming uses and structures as an authorized manufactured housing community.
- 12. The Treatment Plant shall accept sewage for four hundred three (403) units from the existing and yet uncompleted mobile home park and for an additional two hundred forty-seven (247) units from the addition to the mobile home park on the 50 Acre Parcel. The guarantee for the availability of the four hundred three (403) units shall not be limited in time. The guarantee for the availability of the two hundred forty seven (247) additional units from development of the 50 Acre Parcel shall be for five (5) years from the date the Treatment Plant becomes operational.
  - 13. To finance the Treatment Plant, the Township will issue bonds to be paid by a special assessment district. Plaintiff shall agree to be a part of the special assessment district

and pay to the Township an amount no greater than Twenty-two Hundred (\$2,200.00) Dollars per unit for each of the four hundred three (403) units in the existing and approved mobile home park, payable by Plaintiff over a period of twenty (20) years with interest at the same rate as the Township is charged on its bonds issued for construction of Treatment Plant. Plaintiff shall not be charged nor be required to pay for any additional costs for the infrastructure or connection with the treatment plant.

14. For connection of mobile homes from development of the 50 Acre Parcel, Plaintiff shall pay the connection fees to the Township as provided by ordinance or by Board resolutions for such connection fees as charged uniformly to other users at the time Plaintiff obtains a Permit to Construct mobile homes on the 50 Acre Parcel, except that the connection fees for Plaintiff shall be frozen at a fixed amount as of the date of obtaining the Permit to Construct for a period of two (2) years.
15. All of the on-site infrastructure/sewage collection system for the entire Tyrone Woods Mobile Home Park shall be built, operated, maintained and owned by Plaintiff or its successors and its assignees, in accordance with the Michigan Manufactured Housing Commission Act.
16. Landscaping and fencing around the Treatment Plant shall be the responsibility of the Township and shall meet the requirements imposed by Tyrone Township Planning Commission. Plaintiff may attend and give input to any Planning Commission meetings relating to this issue.
17. The Township shall be liable for any damage to Tyrone Woods roads caused by Township or Township contractor and/or agent's vehicles and equipment.

18. On the date of entry of this Second Consent Amendment to Judgment, the Township is studying the feasibility of delaying construction of the sewage Treatment Plant by contracting with Genesee County for transporting sanitary sewage for treatment in the Genesee County Sewage Treatment Plant. If the Township decides to contract for treatment of sewage by Genesee County emanating from Tyrone Woods and other properties in Tyrone Township, it will do so no later than December 31, 2003. If the Township does contract as stated, the provisions of this Second Consent Amendment to Judgment shall be modified only as follows:

- A. Subject to the terms of paragraphs 13 and 14 and no later than three (3) years from the date of entry of this Second Consent Amendment to Judgment, the Township shall provide a means of transportation at no cost to Tyrone Woods from Tyrone Woods' existing sewage Treatment Facility to the sewage Treatment Facility of Genesee County of all sanitary sewage from Tyrone Woods, including the four hundred three (403) mobile home sites which have been licensed, plus the additional two hundred forty-seven (247) mobile home sites planned for the 50 Acre Parcel. This provision requires the Township to guarantee to Tyrone Woods by whatever contracts it enters into that Genesee County shall accept sewage from Tyrone Woods for six hundred fifty (650) taps.
- B. Within the three year period the Township shall discontinue operation of the existing sewage Treatment Facility on Tyrone Woods' property as provided in paragraph 9 above.

- C. Sewage emanating from the Tyrone Woods Mobile Home Park shall be transported by the Township to the Genesee County facility through sewer lines either constructed by or for the Township, at no cost to Plaintiff.
- D. Under the arrangement of the Township obtaining sewage treatment by Genesee County, Plaintiff shall have no financial obligation for any connection fees, transportation charges, capital and/or lateral fees or any other cost or charges to the Township, Genesee County or any other person, other than as stated in paragraphs 13 and 14 above. The costs and terms of payment shall be limited as stated in paragraphs 13 and 14, above.
- E. Upon the Township discontinuing use of the existing sewage Treatment Facility on the Tyrone Woods property and reclamation of the land, Plaintiff may proceed with development of the addition to the mobile home park of two hundred forty-seven (247) mobile home sites on the 50 Acre Parcel, as provided in paragraph in paragraph 11, above. The configuration of the 20 Acre and the 50 Acre Parcels shall be modified from what is otherwise described in Exhibits 2 and 3. The legal descriptions for the 20 Acre and 50 Acre Parcels shall be modified to be as stated in Exhibit 6. The preliminary site plan shown in Exhibit 5 shall be modified to be as shown in Exhibit 7, which modified site plan is hereby approved for development as provided in paragraph 11, above. The easements described in Exhibit 4 shall be modified to be as shown and described in Exhibit 8.
- F. Reversion of title to the 20 Acre Parcel and the easements as provided in paragraph 8 above shall not apply if the Township has entered into a

contractual arrangement with Genesee County as described herein and the actual transportation of sewage from Tyrone Woods Mobile Home Park actually occurs within three (3) years from the date of entry of this Second Consent Amendment to Judgment.

G. In the event transportation of sewage from Tyrone Woods Mobile Home Park to the Genesee County Facility does not occur within 3 years from the date of entry of this second consent amendment to judgment, then Tyrone Woods will have the right to declare this paragraph 18 of no further force and effect, and the balance of this Second Consent Amendment to Judgment shall apply.

19. The parties to this Second Consent Amendment to Judgment, and their respective successors and assigns, shall treat and cooperate with one another in good faith and shall neither take any action which is contrary to or interferes with the spirit of this Second Consent Amendment to Judgment, nor shall they omit any action which is necessary or convenient to or consistent with the spirit and intent of this Second Consent Amendment to Judgment.

20. If there is a conflict between this Second Consent Amendment to Judgment and any attached exhibit and any Township ordinance, standard or regulation, this Second Consent Amendment to Judgment or attached exhibits shall control.

21. This Second Consent Amendment to Judgment is deemed to be in recordable form and either a true copy of this Second Consent Amendment to Judgment or an affidavit making reference to this Second Consent Amendment to Judgment, shall be recorded in the land records of the Register of Deeds of Livingston County. This Second Consent Amendment to Judgment shall be deemed to run with the land.

22. The terms of this Second Consent Amendment to Judgment may be amended, changed or modified only by written agreement executed by the parties hereto and approved and ordered by this Court.
23. All the provisions of this Second Consent Amendment to Judgment shall be binding upon and inure to the benefit of Plaintiff and the Township and their respective heirs, successors, assigns and transferees. All reference in this Second Consent Amendment to Judgment to the Township shall include any agent, employee, representative and official of the Township.
24. The Township shall hold Plaintiff harmless from any costs, attorney fees and other expenses incurred by Plaintiff from a challenge, further proceedings, claim or cause of action brought by a third party(ies), arising out of this Second Amendment to Judgment related in any way to the Township's operation of the existing sewage treatment facility as provided herein and/or construction and operation of the Treatment Plant. Plaintiff shall hold the Township harmless for any costs, attorney fees and other expenses incurred by the Township from a challenge, further proceedings, claim or cause of action brought by a third party(ies), arising out of this Second Consent Amendment to Judgment and/or related in any way to the provision herein for development use of the 50 Acre Parcel as an addition to the existing Tyrone Woods Mobile Home Park. The respective obligations of holding the other party harmless shall include either providing an attorney to represent the interests of Plaintiff or the Township, as the case may be as provided above, or to pay the expense of legal representation based upon reasonable and necessary legal services in defense of the Plaintiff or Township, as the case may be.

25. By their execution of this Second Consent Amendment to Judgment, Plaintiff and the Township each warrant that they have the authority to execute this Judgment and bind their respective entities to its terms and conditions.
26. Each restriction and clause is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remaining terms and conditions.
27. This Court retains jurisdiction to assure compliance with the terms of this Second Consent Amendment to Judgment.
28. In the event of a proceeding to enforce this Second Consent Amendment to Judgment, either party may seek to recover costs and attorney fees in addition to any other applicable and available relief.

STANLEY J. LATREILLE

Circuit Court Judge

Approved:

TYRONE WOODS, LLC, a Michigan  
limited liability company

By: 

John A. Chin, Member

TOWNSHIP OF TYRONE

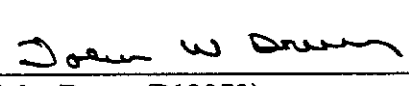
By: 

Phillip A. Price, Supervisor

BEIER HOWLETT, P.C.

By: 

Lawrence R. Ternan (P28334)  
Attorney for Plaintiff

  
John Drury (P12973)

Attorney for Defendant Township

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON  
TYRONE WOODS, LLC

Plaintiff,

v

Case No.: 04-20892-CK  
HON. STANLEY J. LATREILLE

TOWNSHIP OF TYRONE, a Michigan  
Municipal corporation,

Defendant

**TRUE COPY**  
MARGARET M. DUNLEAVY  
LIVINGSTON COUNTY CLERK

LAWRENCE R. TERNAN (P21334)  
Attorney for Plaintiff  
200 E. Long Lake Road, Suite 110  
Bloomfield Hills, MI 48304  
(248) 645-9400

GARY A. ROSSI (P25392)  
WILLIAM L. PARKER (P51485)  
Attorneys for Defendant,  
Township of Tyrone  
42505 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304  
(248) 858-2443

**FIRST ADDENDUM/AMENDMENT TO CONSENT JUDGMENT**

At a session of said Court, held in  
the City of Howell, County of  
Livingston, Livingston County Circuit  
Court, Michigan on

Aug. 31, 2006

PRESENT: HONORABLE STANLEY J. LATREILLE, CIRCUIT JUDGE

Plaintiff, Tyrone Woods, LLC and Defendant, The Township of Tyrone, previously entered into a Consent Judgment which was entered by this Court on June 27, 2006. The Parties now hereby make the following Addendum/Amendments to the Consent Judgment.

This First Addendum/Amendment to Consent Judgment, having been executed by the Parties hereto, shall be and hereby is entered by the Court, amending the Consent Judgment as follows:

1. Exhibit 2 to the Consent Judgment shall be replaced by Exhibit 2 attached hereto.
2. Exhibit 3 to the Consent Judgment shall be replaced by Exhibit 3 attached hereto.
3. Exhibit 4 to the Consent Judgment shall be replaced by Exhibit 4 attached hereto.
4. Exhibit 5 to the Consent Judgment shall be replaced by Exhibit 5 attached hereto.
5. The taps and/or tap fees for the 403 units, as provided for in Paragraphs 9 and 11, shall not be transferrable and shall benefit only the owner of the property identified in Paragraph one of the Consent Judgment and all of it's successors and assigns including mortgagees.
6. All of the provisions of the Consent Judgment shall remain in full force and effect, unless amended by this First Addendum/Amendment to Consent Judgment.

Approved:

~~STANLEY LATREILLE~~  
Circuit Court Judge

TYRONE WOODS, LLC,

TOWNSHIP OF TYRONE


By:

  
Larry Becker, Member

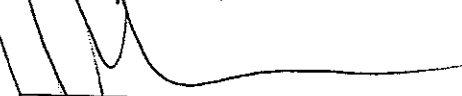
By:

  
Andrew Schmidt  
Its: Supervisor

By:

  
Lawrence R. Ternan (P21334)  
Attorney for Tyrone Woods  
200 E. Long Lake Road, Suite 110  
Bloomfield Hills, MI 48304

By:

  
Gary A. Rossi (P25392)  
William L. Parker (P51485)  
Attorney for Tyrone Township  
42505 Woodward Ave., Ste. 200  
Bloomfield Hills, MI 48304

## EXHIBIT 1

Part of the Northeast and Northwest  $\frac{1}{4}$  of fractional Section 18, T4N-R6E. Tyrone Township, Livingston County, Michigan, described as: Beginning at the North  $\frac{1}{4}$  corner of Section 18; thence S  $89^{\circ}35'27''$  E, 1332.66 feet along the North line of Section 18; thence S  $01^{\circ}18'12''$  E, 2663.70 feet to the occupied East-West  $\frac{1}{4}$  line of Section 18; thence N  $89^{\circ}31'45''$  W, 1334.78 feet along said East-West  $\frac{1}{4}$  line to the interior corner of Section 18 as occupied; thence N  $89^{\circ}19'29''$  W, 1192.87 feet along the East-West  $\frac{1}{4}$  line as occupied; thence N  $02^{\circ}45'31''$  W, 2659.59 feet to the North line of Section 18; thence S  $89^{\circ}35'28''$  E, 1262.33 feet to the point of beginning. Reserving therefrom that part used, taken or deeded for Hogan Road, so-called. Containing 156.41 acres more or less.

## EXHIBIT 2

### LEGAL DESCRIPTION FOR 19.6 ACRE PARCEL

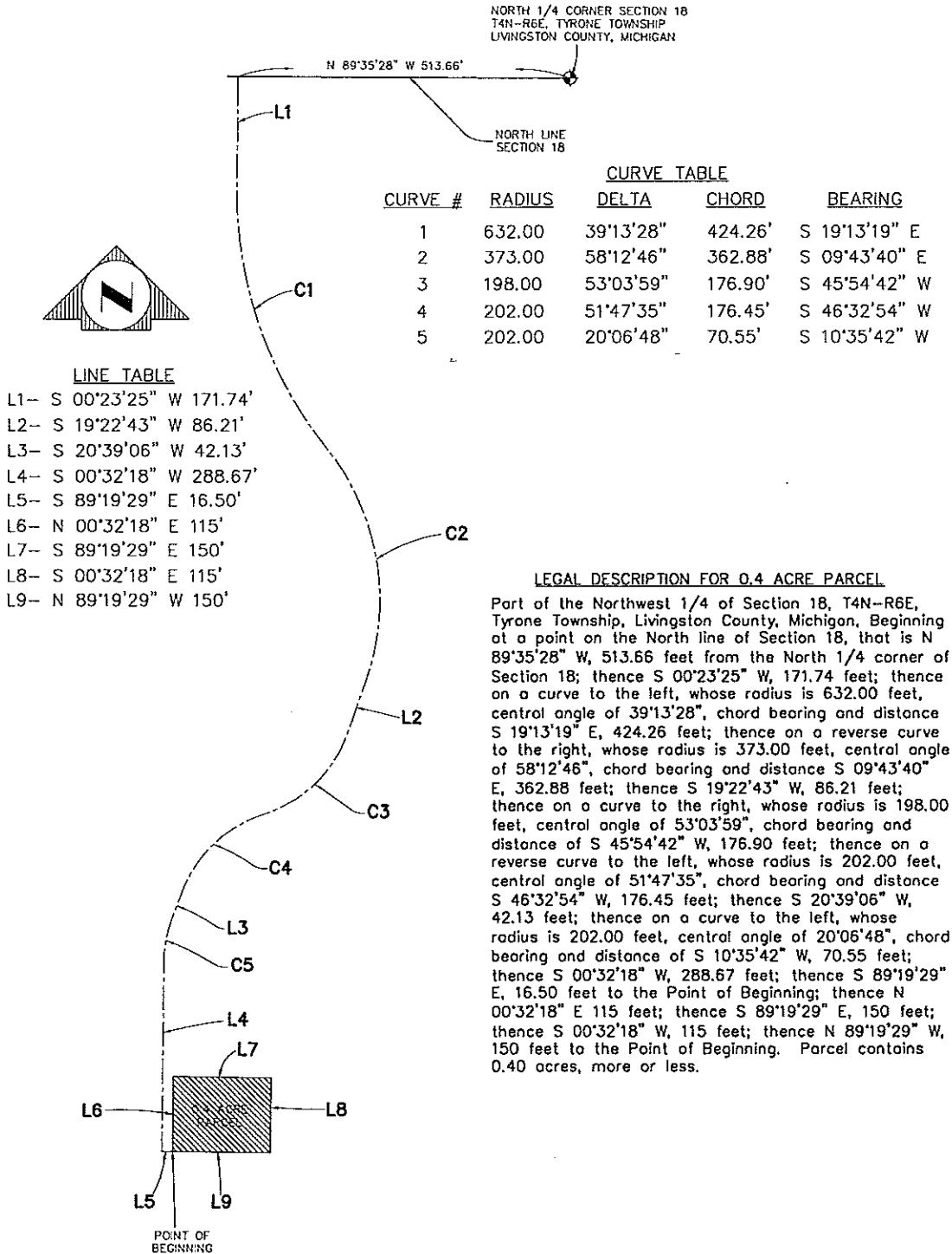
Part of the Northeast and Northwest 1/4 of fractional Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan, described as: Beginning at a point that is S 89°35'27" E, 1332.66 feet along the North line of Section 18 and S 01°18'12" E, 1501.93 feet and S 01°18'12" E, 1161.77 feet and N 89°31'45" W, 1291.16 feet from the North 1/4 corner of Section 18; thence N 89°31'45" W 43.62 feet; thence N 89°19'29" W 1192.87 feet; thence N 02°45'31" W 680.65 feet; thence S 89°19'29" E 1277.24 feet; thence S 00°40'27" W 679.18 feet more or less to the Point of the Beginning. Containing 19.60 Acres more or less.

### EXHIBIT 3

#### LEGAL DESCRIPTION FOR .4 ACRE PARCEL

Part of the Northwest 1/4 of Section 18, T4N-R6E, Tyrone Township; Livingston County, Michigan, Beginning at a point on the North line of Section 18, that is N 89°35'28" W, 513.66 feet from the North 1/4 corner of Section 18; thence S 00°23'25" W, 171.74 feet; thence on a curve to the left, whose radius is 632.00 feet, central angle of 39°13'28", chord bearing and distance S 19°13'19" E, 424.26 feet; thence on a reverse curve to the right, whose radius is 373.00 feet, central angle of 58°12'46", chord bearing and distance South 09°43'40" E, 362.88 feet; thence S 19°22'43" W, 86.21 feet; thence on a curve to the right, whose radius is 198.00 feet, central angle of 53°03'69", chord bearing and distance of S 45°54'42" W, 176.90 feet; thence on a reverse curve to the left, whose radius is 202.00 feet, central angle of 51°47'35", chord bearing and distance S 46°32'54" W, 176.45 feet; thence S 20°39'06" W, 42.13 feet; thence on a curve to the left, whose radius is 202.00 feet, central angle of 20°06'48", chord bearing and distance of S 10°35'42" W, 70.55 feet; thence S 00°32'18" W, 288.67 feet; thence S 89°19'29" E 16.50 feet to the point of beginning: Thence N 00°32'18" E, 115 feet, thence S 89°19'29" E, 150 feet, thence S 00°32'18" W, 115 feet, thence N 89°19'29" W, 150 feet more or less to the point of beginning. Parcel contains 0.40 acres more or less.

## EXHIBIT DRAWING



F.S.E

FLINT SURVEYING  
& ENGINEERING  
SINCE 19575370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE: 7/20/06

DRAWN BY: W.J.A.

CHECKED BY: K.R.C.

SCALE: 1" = 200'

REVISED:

JOB NO: 21840

SHEET 1 OF 1

## EXHIBIT DRAWING

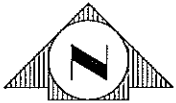
NORTH 1/4 CORNER SECTION 18  
T4N-R6E, TYRONE TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN

N 89°35'28" W 513.66'

NORTH LINE  
SECTION 18

## CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD	BEARING
1	632.00	39°13'28"	424.26'	S 19°13'19" E
2	373.00	58°12'46"	362.88'	S 09°43'40" E
3	198.00	53°03'59"	176.90'	S 45°54'42" W
4	202.00	51°47'35"	176.45'	S 46°32'54" W
5	202.00	20°06'48"	70.55'	S 10°35'42" W
6	50.00	78°27'20"	63.24'	S 38°41'22" E
7	50.00	85°32'21"	67.91'	S 35°08'51" E
8	300.00	06°56'49"	36.35'	S 04°08'55" W



## LINE TABLE

L1- S 00°23'25" W 171.74'  
L2- S 19°22'43" W 86.21'  
L3- S 20°39'06" W 42.13'  
L4- S 00°32'18" W 160.77'  
L5- S 07°37'20" W 217.12'  
L6- S 00°40'31" W 96.58'

LEGAL DESCRIPTION FOR 33' INGRESS AND EGRESS  
AND UTILITIES EASEMENT

Part of the Northwest 1/4 of Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan, the centerline of which is described as: Beginning at a point on the North line of Section 18, that is N 89°35'28" W, 513.66 feet from the North 1/4 corner of Section 18; thence S 00°23'25" W, 171.74 feet; thence on a curve to the left, whose radius is 632.00 feet, central angle of 39°13'28", chord bearing and distance S 19°13'19" E, 424.26 feet; thence on a reverse curve to the right, whose radius is 373.00 feet, central angle of 58°12'46", chord bearing and distance S 09°43'40" E, 362.88 feet; thence S 19°22'43" W, 86.21 feet; thence on a curve to the right, whose radius is 198.00 feet, central angle of 53°03'59", chord bearing and distance of S 45°54'42" W, 176.90 feet; thence on a reverse curve to the left, whose radius is 202.00 feet, central angle of 51°47'35", chord bearing and distance S 46°32'54" W, 176.45 feet; thence S 20°39'06" W, 42.13 feet; thence on a curve to the left, whose radius is 202.00 feet, central angle of 20°06'48", chord bearing and distance of S 10°35'42" W, 70.55 feet; thence S 00°32'18" W, 160.77 feet; thence on a curve to the right, whose radius is 50.00 feet, central angle of 78°27'20", chord bearing and distance of S 38°41'22" E, 63.24 feet; thence on a reverse curve to the left, whose radius is 50.00 feet, central angle of 85°32'21", chord bearing and distance of S 35°08'51" E, 67.91 feet; thence S 07°37'20" W 217.12 feet; thence on a curve to the left, whose radius is 300.00 feet, central angle of 06°56'49", chord bearing and distance of S 04°08'55" W, 36.35 feet; thence S 00°40'31" W 96.58 feet to the point of ending.

**F·S·E**

FLINT SURVEYING  
& ENGINEERING  
SINCE 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE: 6/27/02

DRAWN BY: D.R.F.

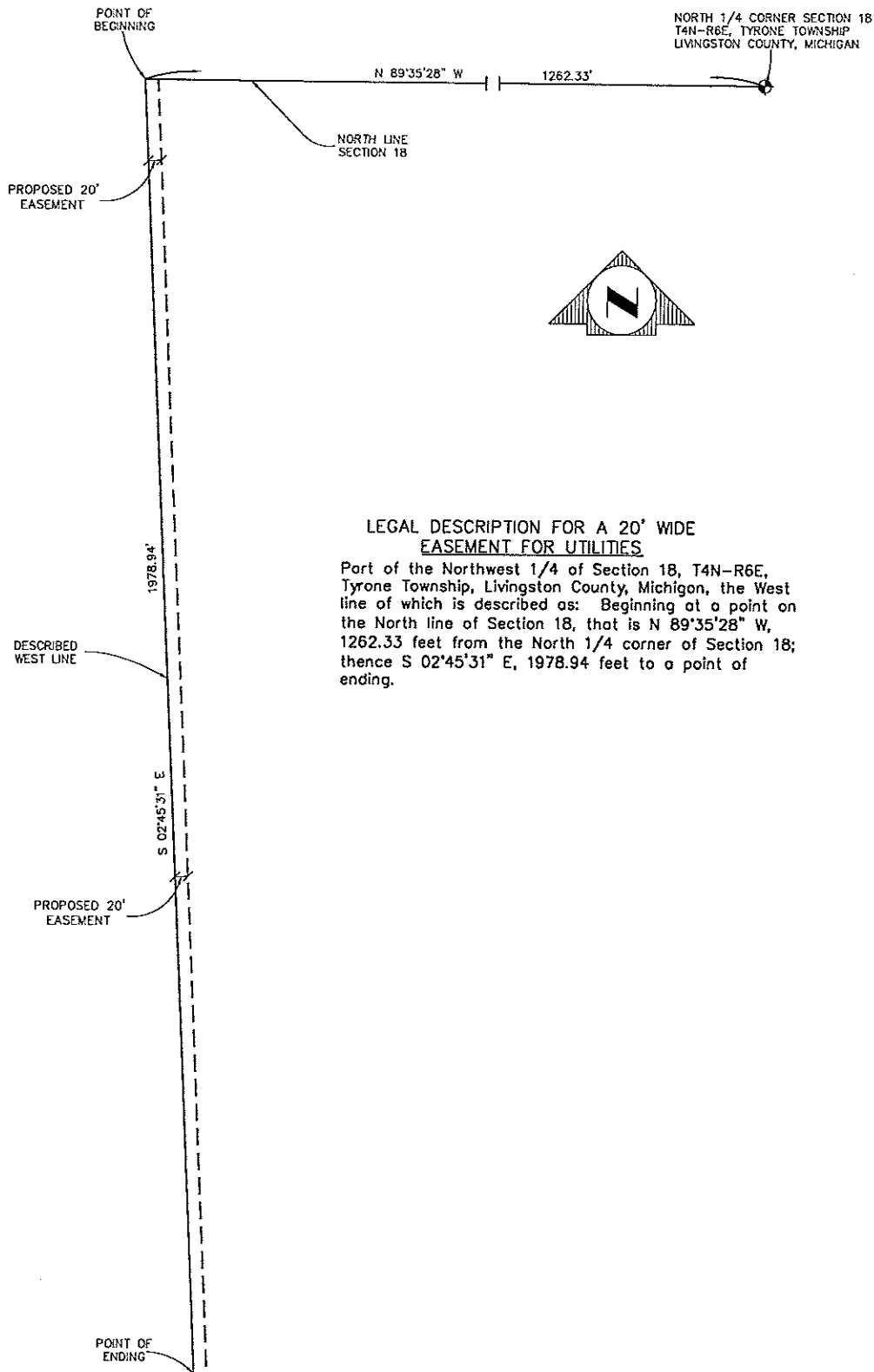
CHECKED BY: K.R.C.

SCALE: 1" = 200'

REVISED: 7/24/06

JOB NO: 21840

SHEET 1 OF 1

**EXHIBIT DRAWING**

**LEGAL DESCRIPTION FOR A 20' WIDE  
EASEMENT FOR UTILITIES**

Port of the Northwest 1/4 of Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan, the West line of which is described as: Beginning at a point on the North line of Section 18, that is N 89°35'28" W, 1262.33 feet from the North 1/4 corner of Section 18; thence S 02°45'31" E, 1978.94 feet to a point of ending.

**F·S·E**

FLINT SURVEYING  
& ENGINEERING  
SINCE 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE:	6/27/02		
DRAWN BY:	D.R.F.		
CHECKED BY:	K.R.C.		
SCALE:	1" = 200'		
REVISED:	7/20/06		
JOB NO:	21840	SHEET	1 OF 1

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

TYRONE WOODS, LLC

Plaintiff and Counter Defendant,

v

TOWNSHIP OF TYRONE, a Michigan  
Municipal corporation,

Defendant and Cross Defendant.

**TRUE COPY**

STANLEY J. LATREILLE  
44th Circuit Court

Case No.04-20892-CK  
HON. STANLEY J. LATREILLE

LAWRENCE R. TERNAN (P21334)  
Attorney for Plaintiff  
200 E. Long Lake Road, Suite 110  
Bloomfield Hills, MI 48304  
(248) 645-9400

GARY A. ROSSI (P25392)  
WILLIAM L. PARKER (P51485)  
Attorneys for Defendant,  
Township of Tyrone  
42505 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304  
(248) 858-2443

**Second Addendum/Amendment to Consent Judgment**

At a session of Court held in the City of Howell, Livingston  
County, Michigan, on 11-7-08

PRESENT: HONORABLE STANLEY J. LATREILLE  
Circuit Court Judge

Plaintiff, Tyrone Woods, LLC and Defendant, The Township of Tyrone, previously entered into a Consent Judgment entered by this Court on June 27, 2006 and amended by the First Addendum/Amendment to Consent Judgment on August 31, 2006. The parties hereby agree to the following Second Addendum/Amendment to Consent Judgment.

The Second Addendum/Amendment to Consent Judgment, having been executed by the parties hereto, shall be and hereby is entered by the Court, amending the Consent Judgment and the First Addendum/Amendment as follows:

1. Exhibit 2 attached to the First Addendum/Amendment to Consent Judgment is replaced by Exhibit 2 attached hereto.
2. Exhibit 3 attached to the First Addendum/Amendment to Consent Judgment is replaced by Exhibit 3 attached hereto.

3. Exhibit 4 attached to the First Addendum/Amendment to Consent Judgment is replaced by Exhibit 4 attached hereto.

4. Exhibit 6 attached hereto is a drawing of Phases 1 and 2 of the Mobile Home Park located on the Property. Phases 1 and 2 have been developed for home sites for mobile homes. Exhibit 7 attached hereto is a drawing of Phase 3 of the mobile home park. Phase 3 has not yet been developed and is not yet available for placement of mobile homes. Phases 1, 2, and 3 have been approved by the Michigan Department of Commerce for placement of 403 mobile homes, 293 mobile home sites in Phases 1 and 2, and 110 mobile home sites in Phase 3. The remaining property owned by the Plaintiff described in Exhibit 1 is vacant acreage not approved as part of the mobile home park.

5. To facilitate financing by Plaintiff of the improved portion of the Property, Phases 1 and 2, the parties agree to the following provisions:

- a. Phases 1 and 2, tax identification number 4704-18-100-075, having a separate tax identification number on the Township Assessment Rolls, shall be allocated 293 of the units under the Special Assessment District created pursuant to the Consent Judgment, which is being assessed pursuant to the Consent Judgment at \$2,200.00 per unit.
- b. Phase 3, tax identification number 4704-18-100-076, having a separate tax identification number on the Township Assessment Rolls, shall be allocated 110 of the units under the Special Assessment District created pursuant to the Consent Judgment, which is being assessed pursuant to the Consent Judgment at \$2,200.00 per unit.
- c. The remaining acreage of the property under Plaintiff's ownership, tax identification number 4704-18-100-077, which excludes the land area covered by Phases 1, 2, and 3, and excludes the two separate parcels to be conveyed to the Township, being a 19.6 acre parcel described in the attached Exhibit 2 and the 0.44 acre parcel described in the attached Exhibit 3, shall not be responsible for any of the special assessment created pursuant to the Consent Judgment.
- d. The taps and/or tap fees for the 403 units, as provided in this Second Addendum/Amendment to Consent Judgment and in paragraph 9 and 11 of the original Consent Judgment shall not be transferable and shall benefit only the owner of the Property identified herein as the tax parcels responsible for this special assessment as stated herein and all of the owner's successors and assigns, including mortgagees.

6. All of the provisions of the Consent Judgment as amended by the First and Second Addendum/Amendments to Consent Judgment shall together constitute the Consent Judgment.

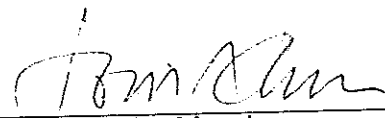
  
Circuit Court Judge

Approved:

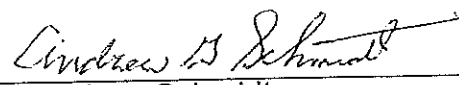
TYRONE WOODS, LLC.

TOWNSHIP OF TYRONE


By:

  
John A. Chin, Member

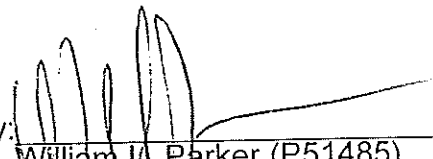
By:

  
Andrew Schmidt  
Its: Supervisor

By:

  
Lawrence R. Ternan (P21334)  
Attorney for Tyrone Woods, LLC  
200 E. Long Lake Road, Suite 110  
Bloomfield Hills, MI 48304

By:

  
William L. Parker (P51485)  
Attorney for Tyrone Township  
42505 Woodward Avenue, Ste 200  
Bloomfield Hills, MI 48304

## EXHIBIT 2

### LEGAL DESCRIPTION FOR 19.6 ACRE PARCEL

#### PARCEL "A" DESCRIPTION

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS N 89°35'28" W ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1262.34 FEET AND S 02°45'31" E 1978.94 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE S 89°19'29" E, PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 1277.24 FEET; THENCE S 00°40'27" W 679.27 FEET TO SAID EAST AND WEST 1/4 LINE (AS OCCUPIED); THENCE N 89°31'42" W, ALONG SAID EAST AND WEST 1/4 LINE, 43.61 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION; THENCE N 89°19'29" W, ALONG SAID EAST AND WEST 1/4 LINE (AS OCCUPIED), 1192.87 FEET; THENCE N 02°45'31" W 680.65 FEET TO THE PLACE OF BEGINNING, CONTAINING 19.60 NET ACRES OF TOTAL LAND, MORE OR LESS, ALSO BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

# DRAWING FOR

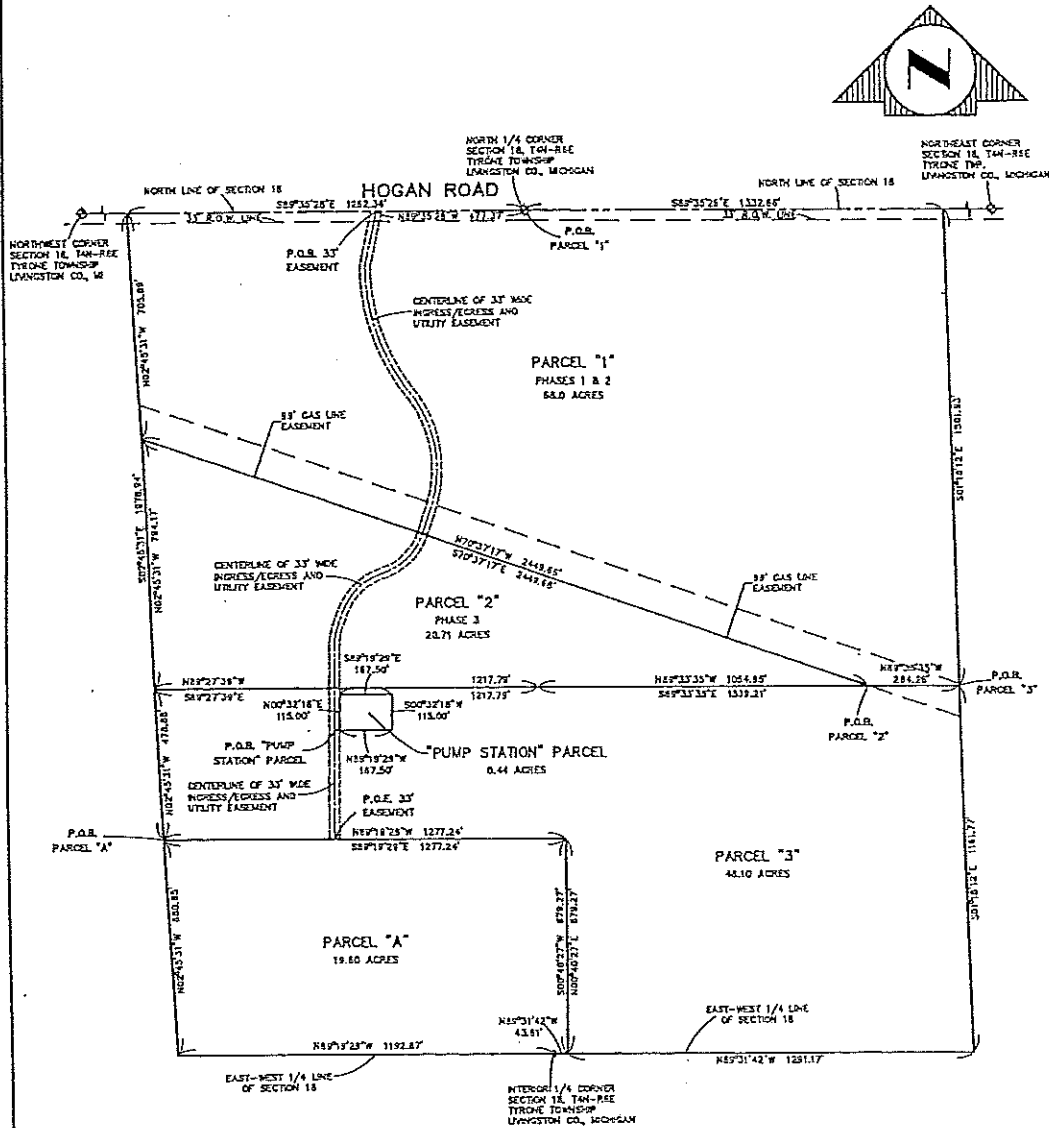
## EXHIBIT 2

### LEGAL DESCRIPTION FOR 19.6 ACRE PARCEL

TYRONE WOODS

8378 HOGAN ROAD

TYRONE TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



**F·S·E**

Surveying & Engineering  
Since 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE: 2-28-08

DRAWN BY: WJA

CHECKED BY: KRC

SCALE: NO SCALE

REVISED:

JOB NO: 23985

SHEET 1 OF 2

### EXHIBIT 3

#### LEGAL DESCRIPTION FOR 0.44 ACRE PARCEL

##### DESCRIPTION OF LIVINGSTON COUNTY PUMP STATION PARCEL

PART OF THE NORTHWEST 1/4 OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION, WHICH IS N 89°35'28" W 477.37 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S 12°19'21" W 175.52 FEET; THENCE ON A NON-RADIAL CURVE TO THE LEFT, HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 39°13'28", WITH A CHORD BEARING AND DISTANCE OF S 19°13'19" E 424.26 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 373.00 FEET, A CENTRAL ANGLE OF 58°12'46", WITH A CHORD BEARING AND DISTANCE OF S 09°43'40" E 362.88 FEET; THENCE S 19°22'43" W 86.21 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 53°03'59", WITH A CHORD BEARING AND DISTANCE OF S 45°54'42" W 176.90 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 51°47'35", WITH A CHORD BEARING AND DISTANCE OF S 46°32'54" W 176.45 FEET; THENCE S 20°39'06" W 42.13 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 20°06'48", WITH A CHORD BEARING AND DISTANCE OF S 10°35'42" W 70.55 FEET; THENCE S 00°32'18" W 268.33 FEET; THENCE S 89°19'29" E 16.50 FEET TO THE PLACE OF BEGINNING; THENCE N 00°32'18" E 115.00 FEET; THENCE S 89°19'29" E 167.50 FEET; THENCE S 00°32'18" W 115.00 FEET; THENCE N 89°19'29" W 167.50 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.44 NET ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

# DRAWING FOR

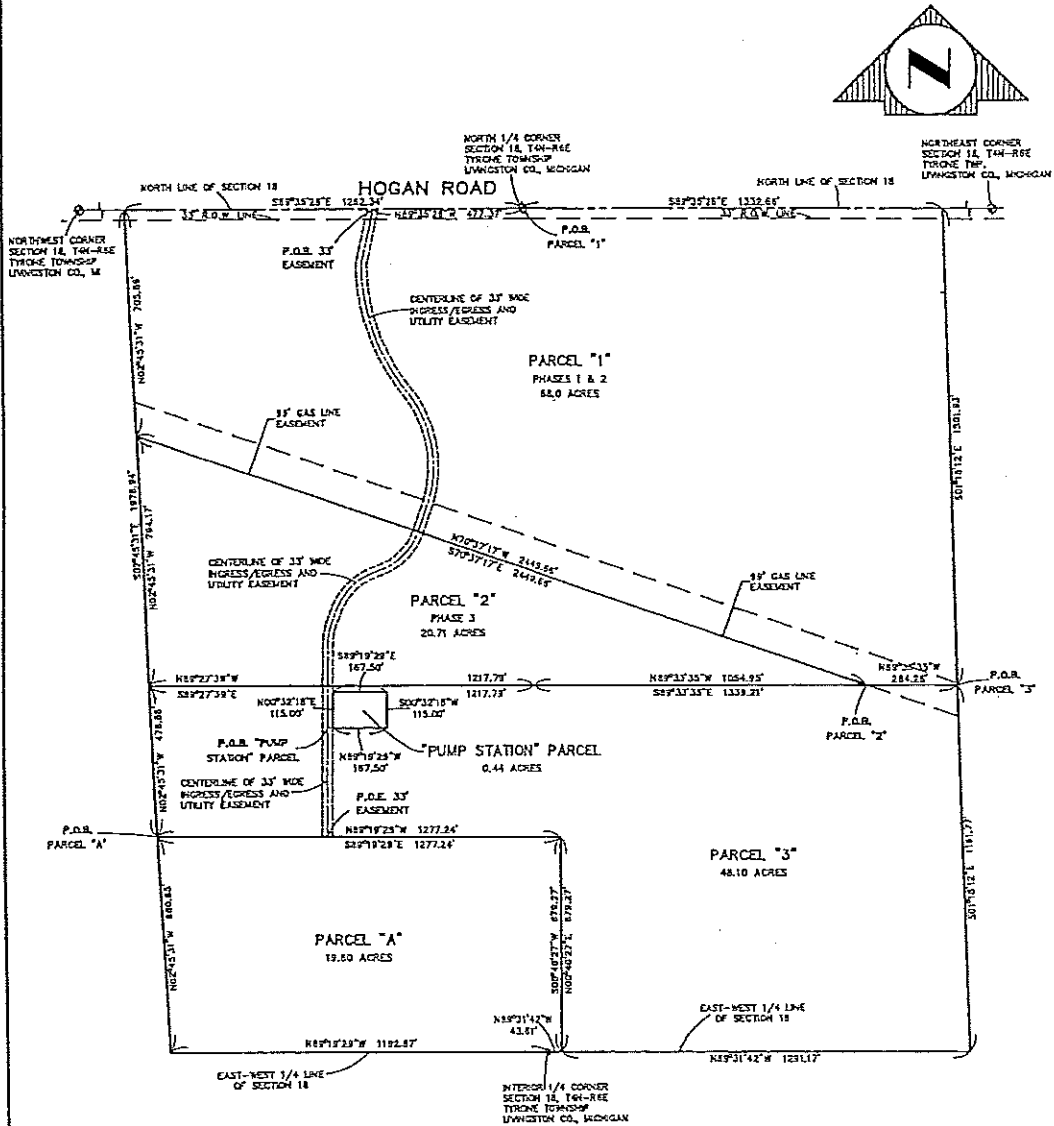
## EXHIBIT 3

### LEGAL DESCRIPTION FOR 0.44 ACRE PARCEL

TYRONE WOODS

8378 HOGAN ROAD

TYRONE TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



**F·S·E**

*Surveying & Engineering  
Since 1957*

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE:	2-28-08
DRAWN BY:	WJA
CHECKED BY:	KRC
SCALE:	NO SCALE
REVISED:	
JOB NO:	23985

SHEET 1 OF 2

## EXHIBIT 4

### LEGAL DESCRIPTION FOR 33 FOOT EASEMENT

#### DESCRIPTION OF 33' WIDE INGRESS/EGRESS AND UTILITY EASEMENT

A 33 FOOT WIDE STRIP OF LAND BEING 16.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE NORTHWEST 1/4 OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION, WHICH IS N 89°35'28" W 477.37 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S 12°19'21" W 175.52 FEET; THENCE ON A NON-RADIAL CURVE TO THE LEFT, HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 39°13'28", WITH A CHORD BEARING AND DISTANCE OF S 19°13'19" E 424.26 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 373.00 FEET, A CENTRAL ANGLE OF 58°12'46", WITH A CHORD BEARING AND DISTANCE OF S 09°43'40" E 362.88 FEET; THENCE S 19°22'43" W 86.21 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 53°03'59", WITH A CHORD BEARING AND DISTANCE OF S 45°54'42" W 176.90 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 51°47'35", WITH A CHORD BEARING AND DISTANCE OF S 46°32'54" W 176.45 FEET; THENCE S 20°39'06" W 42.13 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 20°06'48", WITH A CHORD BEARING AND DISTANCE OF S 10°35'42" W 70.55 FEET; THENCE S 00°32'18" W 613.11 FEET TO THE PLACE OF ENDING.

# DRAWING FOR

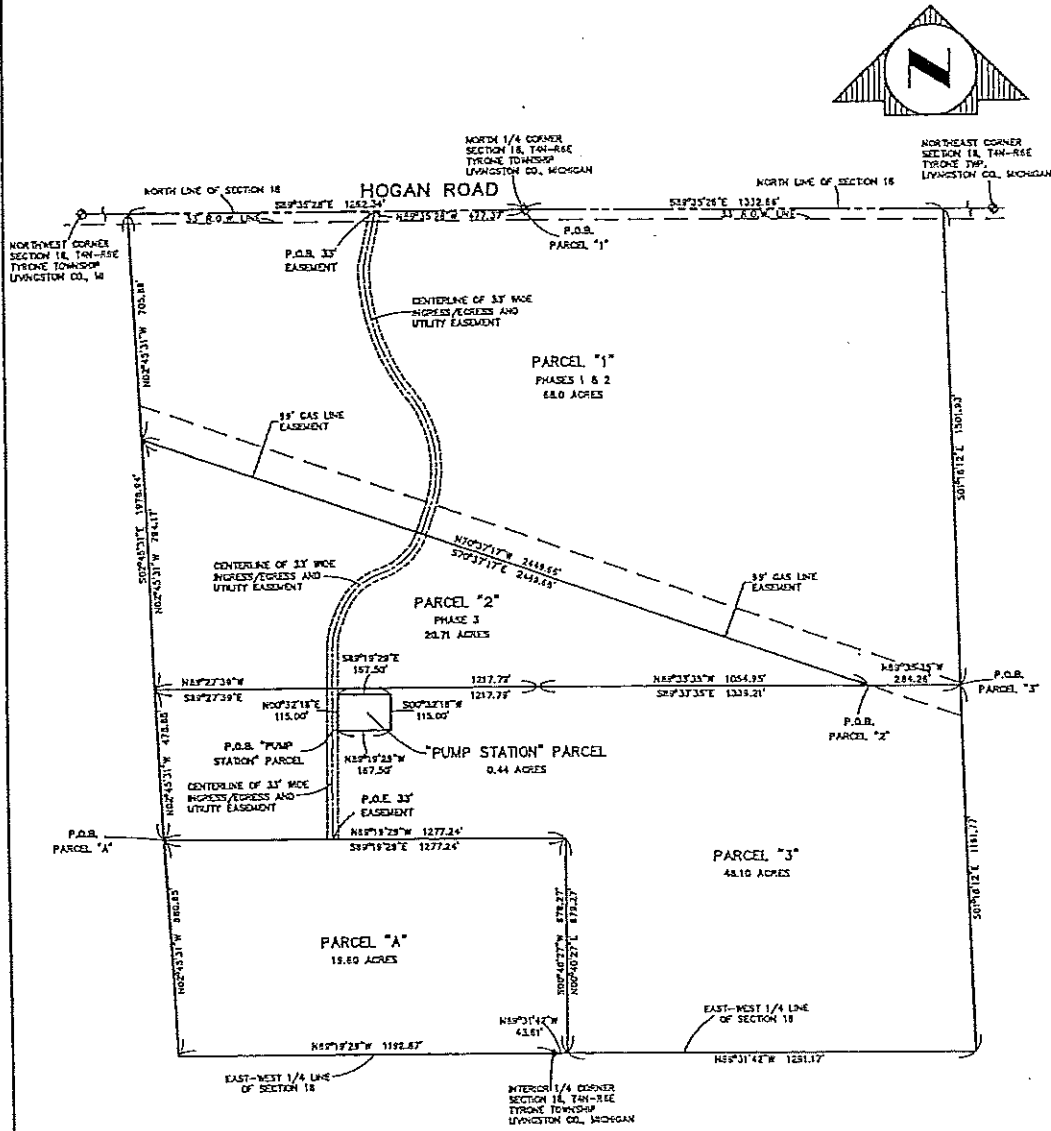
## EXHIBIT 4

### LEGAL DESCRIPTION FOR 33 FOOT EASEMENT

TYRONE WOODS

8378 HOGAN ROAD

TYRONE TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



**F·S·E**

Surveying & Engineering  
Since 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE:	2-28-08
DRAWN BY:	WJA
CHECKED BY:	KRC
SCALE:	NO SCALE
REVISED:	
JOB NO:	23985

SHEET 1 OF 2

## EXHIBIT 6

### LEGAL DESCRIPTION FOR PHASES 1 & 2

#### PARCEL "1" DESCRIPTION (PHASES 1 & 2)

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 18, T4N-R6E, TYRONE TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 18; THENCE S89°35'26"E 1332.66 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE S01°18'12"E 1501.93 FEET; THENCE N89°33'35"W 284.26 FEET; THENCE N70°37'17"W 2449.66 FEET ALONG THE SOUTH LINE OF A 99' WIDE GAS LINE EASEMENT; THENCE N02°45'31"W 705.89 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE S89°35'28"E 1262.34 FEET TO THE POINT OF BEGINNING. RESERVED THEREFROM THAT PART USED, TAKEN OR DEEDED FOR HOGAN ROAD, SO-CALLED CONTAINING 68.0 ACRES MORE OR LESS.

# DRAWING FOR

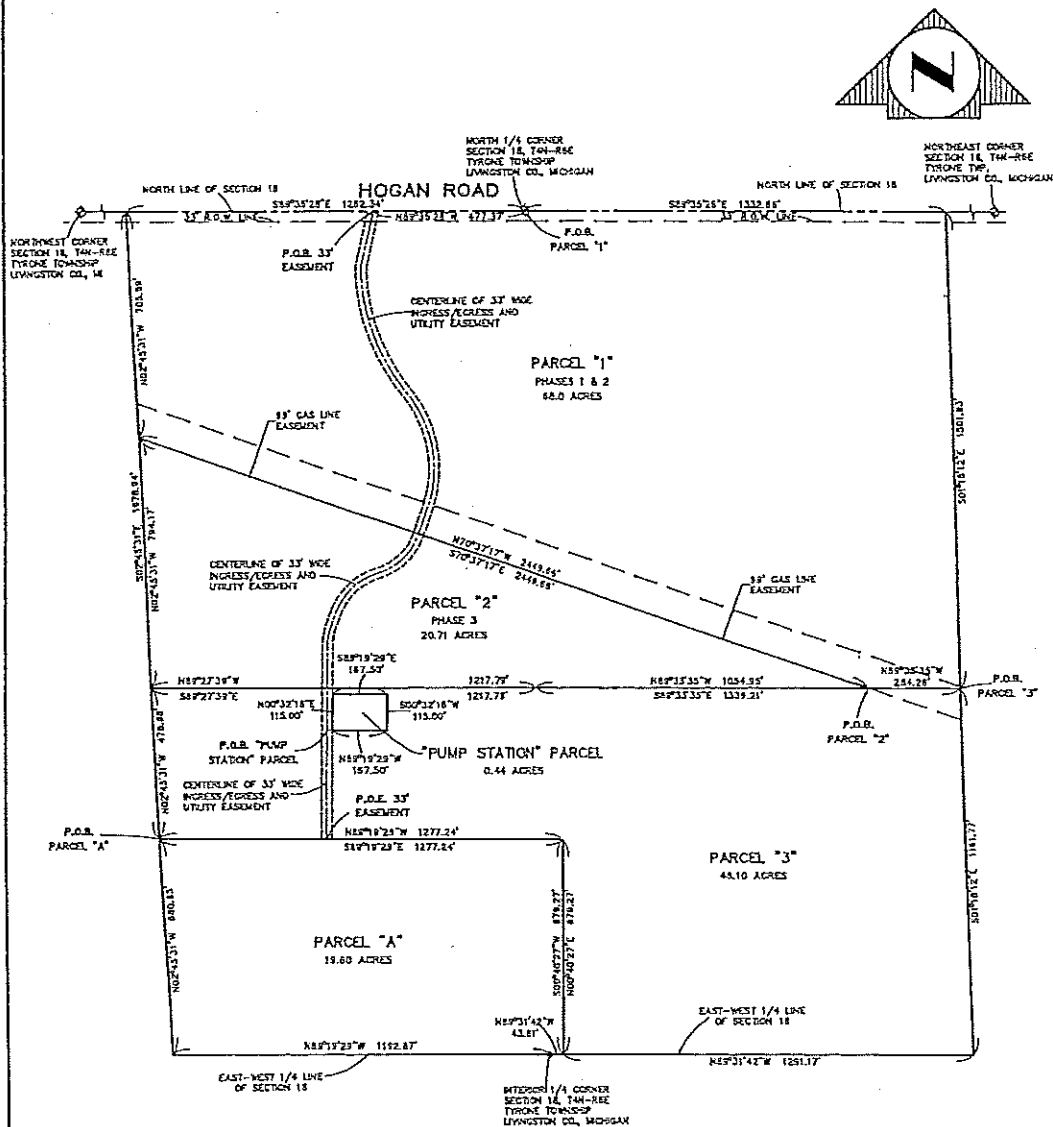
## EXHIBIT 6

### LEGAL DESCRIPTION FOR PHASES 1 & 2

TYRONE WOODS

8378 HOGAN ROAD

TYRONE TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



**F·S·E** *Surveying & Engineering*  
Since 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE:	2-28-08
DRAWN BY:	WJA
CHECKED BY:	KRC
SCALE:	NO SCALE
REVISED:	
JOB NO:	23985

SHEET 1 OF 2

## EXHIBIT 7

### LEGAL DESCRIPTION FOR PHASE 3

#### PARCEL "2" DESCRIPTION (PHASE 3)

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 18, T4N-R6E, TYRONE TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT THAT IS S89°35'26"E 1332.66 FEET ALONG THE NORTH LINE OF SAID SECTION 18 AND S01°18'12"E 1501.93 AND N89°33'35"W 284.26 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE CONTINUING N89°33'35"W 1054.95 FEET; THENCE N89°27'39"W 1217.79 FEET; THENCE N02°45'31"W 794.17 FEET; THENCE S70°37'17"E 2449.66 FEET ALONG THE SOUTH LINE OF A 99' WIDE GAS LINE EASEMENT TO THE POINT OF BEGINNING. CONTAINING 20.71 ACRES MORE OR LESS.

# DRAWING FOR

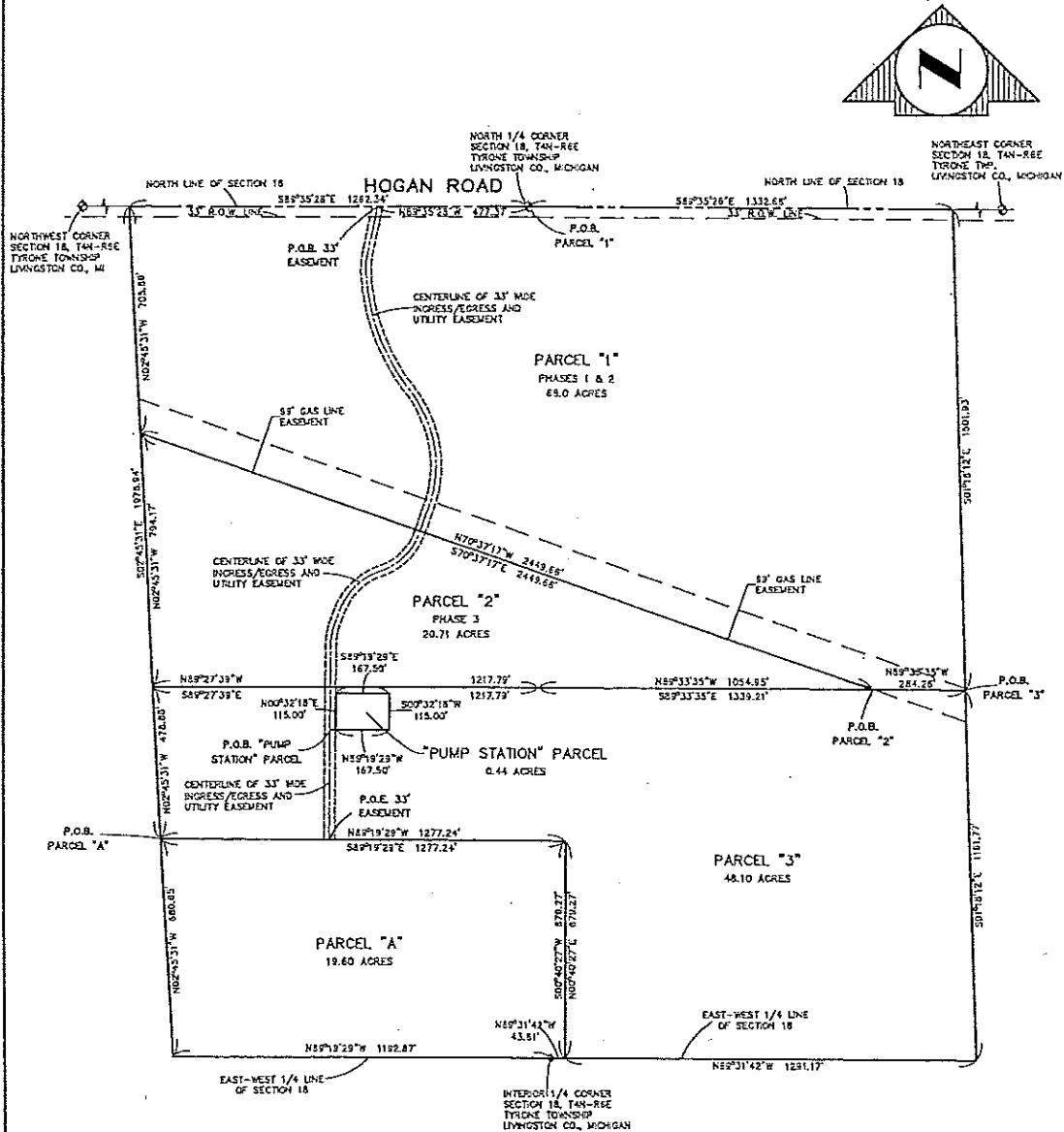
## EXHIBIT 7

### LEGAL DESCRIPTION FOR PHASE 3

TYRONE WOODS

8378 HOGAN ROAD

TYRONE TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



**F·S·E** Surveying & Engineering  
Since 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE:	2-28-08
DRAWN BY:	WJA
CHECKED BY:	KRC
SCALE:	NO SCALE
REVISED:	
JOB NO:	23985

SHEET 1 OF 2

STATE OF MICHIGAN

#6 - August 13, 2010

IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

TYRONE WOODS, LLC,

Case No.: 04-20892-CK

Plaintiff,

Hon. Michael P. Hatty

vs.

TOWNSHIP OF TYRONE, a Michigan  
Municipal corporation,

Defendant.

RECEIVED

AUG 18 2010

TYRONE TWP CLERK

Lawrence R. Ternan (P21334)  
Attorney for Plaintiff  
200 E. Long Lake Rd., Suite 110  
Bloomfield Hills, MI 48304  
(248) 645-9400

HARRIS & LITERSKI  
JOHN K. HARRIS (P29060)  
Attorneys for Defendant  
822 E. Grand River Avenue  
Brighton, MI 48116  
(810) 229-9340

**THIRD CONSENT AMENDMENT TO JUDGMENT**

At a session of said Court, held in the Circuit  
Court, County of Livingston, City of Howell, State  
of Michigan, on the 13 of August, 2010.

PRESENT: The Honorable Michael P. Hatty  
Circuit Court Judge

This Court entered an Order Granting Motion for Summary Judgment on March 17, 1970, which declared the Township of Tyrone's ("Township") Zoning Ordinance restrictions on Plaintiff, Tyrone Woods, LLC ("Tyrone") property to be unreasonable. On April 23, 1998, a Consent Amendment to Judgment was entered with the Court. On June 28, 2006, a Second Consent Amendment to Judgment was entered with the Court. The parties now hereby further agree to the following Third Consent Amendment to Judgment. The parties having signed their Consent hereto and the Court being otherwise advised of the circumstances, an Third Consent Amendment to Judgment shall be entered by the Court as follows:

Presently, the Township is operating the sewage treatment facility located on the Tyrone Woods' Property ("Property") as provided for in the previous Orders of this Court. The Township is ready to connect sewage emanating from the Property into the public sanitary sewage system known as the Genesee County Sewage Disposal System #3, 2003 improvements and the 2003 Genesee/Livingston Sewage Disposal Service. The Township requests entry of an order to clarify that Tyrone must pay operation, maintenance, replacement and debt service charges ("O&M charges") assessed against the Property pursuant to the Tyrone Township, Michigan Sewer Use and Rate Ordinance #43, as the same may be amended from time to time ("Ordinance"), subject to the limitations set forth in paragraphs 3 and 4 below.

1. This Third Consent Amendment to Judgment shall apply to and run with the real property located in the Township of Tyrone, County of Livingston, and State of Michigan, more particularly described in Exhibit 1 attached hereto. Exhibit 1 is comprised of the legal description for Phases 1 & 2 of the mobile home park development, of which 293 units have been approved, as set forth in paragraph 5. a. of the Second Addendum/Amendment to Consent Judgment dated November 7, 2008; and Phase 3 of the mobile home park development, of which 110 units have been approved, as set forth in paragraph 5. b. of the Second Addendum/Amendment to Consent Judgment dated November 7, 2008.

2. The parties to this Third Consent Amendment to Judgment are Tyrone Woods, LLC (hereinafter "Tyrone") and Township of Tyrone (hereinafter "Township").

3. This Third Consent Amendment to Judgment is entered into by the parties to resolve issues related to O&M charges related to the above captioned litigation, regarding cases no. 69-1022-CZ and case no. 04-20892-CK, with the intent of the parties that the following provisions shall apply.

a. Tyrone shall pay the remainder of the special assessment connection fee currently assessed against the Property (\$2,200 per unit charge), pursuant to the terms and conditions of the existing special assessment and this Court orders.

b. Tyrone will pay O & M charges pursuant to the terms of the Ordinance.

c. If Tyrone wants expanded service on the existing 403 units, or requests additional Residential Equivalent Units ("REUs"), it will comply with the then current sewer Ordinance and pay the same rates as all other property owners.

d. If the Township wants to re-assess the existing Genesee County Sewage Disposal System #3, 2003 improvements and the 2003 Genesee/Livingston Sewage Disposal Service special assessment district ("SAD") for any additional sewage charges, other than O&M charges, of which Tyrone is included, it has to petition the Court, recognizing Tyrone contends that it does not have any obligation to pay any additional charges.

e. If the Township imposes a tax, assessment or special assessment on the Property for non-sewer related issues, Tyrone will pay that tax, assessment or special assessment like all other property owners.

f. If the Township imposes a Township wide assessment, related or unrelated to the sewers, Tyrone will participate and pay its assessed share like all other property owners.

g. If there are new governmental regulation changes after the date of this Order that mandate changes or upgrades of the system, or the system needs to be upgraded due to the expiration of its useful life, Tyrone will pay its share of those costs like all other property owners.

h. In all other respects, Tyrone agrees to abide by and pay the sewer rates and charges for sewer service as computed pursuant to the Ordinance, as well as abide by all other terms and conditions of the Ordinance.

4. Except as set forth in paragraph 3 above, it is the position of Tyrone that the \$2,200 connection fee referenced in paragraph 3a above represents the only amount it may be charged for connection into the Township public sanitary sewage system. This position is based upon considerations given by Tyrone as stated in the previous orders of this Court, which orders shall continue in effect, except as expressly modified herein. If the Township wants to re-assess the existing SAD of which the Property is a part for any additional charges than as set forth in paragraph 3 above, the Township has to petition the Court for such authority, recognizing Tyrone contends it does not have any obligation to contribute to those additional charges. If such a petition is filed, the Court shall conduct a hearing to determine if any additional assessment may be made consistent with and based upon the previous Orders entered in this matter.

5. The parties hereby stipulate and agree that a certified true copy of this Third Consent Amendment to Judgment shall be recorded with the Register of Deeds on the property legally described as Exhibit 1.

6. That all provisions of this Third Consent Amendment to Judgment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and transferees. All reference in this Third Consent Amendment to Judgment to the Township shall include any agent, employee, representative and official of the Township and that all reference to Tyrone Woods shall include agents, employee, representative and subsequent purchaser of any property owned by Tyrone Woods and legally described in Exhibit 1.

7. By their execution of this Third Consent Amendment to Judgment, the undersigned each warrant that they have the authority to execute this Judgment and bind their respective entities to its terms and conditions.


8. Each restriction and clause is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remaining terms and conditions.

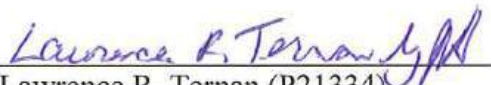
This Court retains jurisdiction to interpret and assure compliance with the terms of this  
Third Consent Amendment to Judgment.

MICHAEL P. HATTY P-30990

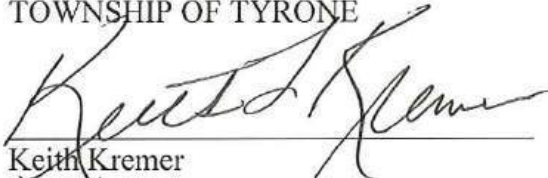
Honorable Michael P. Hatty  
Circuit Court Judge


AGREED:


  
Tyrone Woods, LLC  
Its: member  
Lawrence Becker

  
Lawrence R. Ternan (P21334)  
Attorney for Plaintiff

TOWNSHIP OF TYRONE

  
Keith Kremer  
Its: Clerk

  
Brian Miles  
Its: Supervisor

  
John K. Harris (P29060)  
Attorneys for Defendant

## **EXHIBIT 1**

### **PARCEL "1" DESCRIPTION (PHASES 1 & 2)**

Part of the Northeast ¼ and Northwest ¼ of Fractional Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan described as: Beginning at the North ¼ corner of Section 18; thence S 89°35'26" E 1332.66 feet along the North line of said Section 18; thence S 01°18'12" E 1501.93 feet; thence N 89°33'35" W 284.26 feet; thence N 70°37'17" W 2449.66 feet along the South line of a 99' wide gas line easement; thence N 02°45'31" W 705.89 feet to the North line of said Section 18; thence S 89°35'28" E 1262.34 feet to the point of beginning. Reserved therefrom that part used, taken or deeded for Hogan Road, so-called containing 68.0 acres more or less.

### **PARCEL "2" DESCRIPTION (PHASE 3)**

Part of the Northeast ¼ and Northwest ¼ of Fractional Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan, described as: Beginning at a point that is S 89°35'26" E 1332.66 feet along the North line of said Section 18 and S 01°18'12" E 1501.93 and N 89°33'35" W 284.26 feet from the North ¼ corner of said Section 18; thence continuing N 89°33'35" W 1054.95 feet; thence N 89°27'39" W 1217.79 feet; thence N 02°45'31" W 794.17 feet; thence S 70°37'17" E 2449.66 feet along the South line of a 99' wide gas line easement to the point of beginning. Containing 20.71 acres more or less.

#7 - August 13, 2010

TRUE COPY  
LIVINGSTON COUNTY CLERK

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

TYRONE WOODS, LLC,

File No.: 69-1022-CZ

Plaintiff,

Hon. Michael P. Hatty

vs.

TOWNSHIP OF TYRONE, a Michigan  
Municipal corporation,

Defendant.

RECEIVED

AUG 18 2010

TYRONE TWP CLERK

Lawrence R. Ternan (P21334)  
Attorney for Plaintiff  
200 E. Long Lake Rd., Suite 110  
Bloomfield Hills, MI 48304  
(248) 645-9400

HARRIS & LITERSKI  
JOHN K. HARRIS (P29060)  
Attorneys for Defendant  
822 E. Grand River Avenue  
Brighton, MI 48116  
(810) 229-9340

**THIRD ADDENDUM/AMENDMENT TO CONSENT JUDGMENT**

At a session of said Court, held in the Circuit  
Court, County of Livingston, City of Howell, State  
of Michigan, on the 13 of August, 2010.

PRESENT: The Honorable Michael P. Hatty  
Circuit Court Judge

Plaintiff, Tyrone Woods, LLC ("Tyrone") and Defendant, Township of Tyrone ("Township"), having previously resolved the issues involved in this lawsuit, stipulated to the Court entering a Consent Judgment on June 27, 2006. A First Addendum/Amendment to Consent Judgment was entered with the Court on August 31, 2006. A Second Addendum/Amendment to Consent Judgment was entered with the Court on November 7, 2008. The parties now hereby further agree to the following amendment to the prior Orders. The parties having signed their Consent hereto and the Court being otherwise advised of the

circumstances, a Third Addendum/Amendment to Consent Judgment shall be entered by the Court as follows:

Presently, the Township is operating the sewage treatment facility located on the Tyrone Woods' Property ("Property") as provided for in the previous Orders of this Court. The Township is ready to connect sewage emanating from the Property into the public sanitary sewage system known as the Genesee County Sewage Disposal System #3, 2003 improvements and the 2003 Genesee/Livingston Sewage Disposal Service. The Township requests entry of an order to clarify that Tyrone must pay operation, maintenance, replacement and debt service charges ("O&M charges") assessed against the Property pursuant to the Tyrone Township, Michigan Sewer Use and Rate Ordinance #43, as the same may be amended from time to time ("Ordinance"), subject to the limitations set forth in paragraphs 3 and 4 below.

1. This Third Addendum/Amendment to Consent Judgment shall apply to and run with the real property located in the Township of Tyrone, County of Livingston, and State of Michigan, more particularly described in Exhibit 1 attached hereto. Exhibit 1 is comprised of the legal description for Phases 1 & 2 of the mobile home park development, of which 293 units have been approved, as set forth in paragraph 5. a. of the Second Addendum/Amendment to Consent Judgment dated November 7, 2008, in case number: 04-20892-CK; and Phase 3 of the mobile home park development, of which 110 units have been approved, as set forth in paragraph 5. b. of the Second Addendum/Amendment to Consent Judgment dated November 7, 2008, in case number: 04-20892-CK.

2. The parties to this Third Addendum/Amendment to Consent Judgment are Tyrone Woods, LLC (hereinafter "Tyrone") and Township of Tyrone (hereinafter "Township").

3. This Third Addendum/Amendment to Consent Judgment is entered into by the parties to resolve issues related to O&M charges related to the above captioned litigation, regarding cases no. 69-1022-CZ and case no. 04-20892-CK, with the intent of the parties that the following provisions shall apply:

a. Tyrone shall pay the remainder of the special assessment connection fee currently assessed against the Property (\$2,200 per unit charge), pursuant to the terms and conditions of the existing special assessment and this Court orders.

b. Tyrone will pay O&M charges, pursuant to the terms of the Ordinance.

c. If Tyrone wants expanded service on the existing 403 units, or requests additional Residential Equivalent Units ("REUs"), it will comply with the then current Ordinance and pay the same rates as all other property owners.

d. If the Township wants to re-assess the existing Genesee County Sewage Disposal System #3, 2003 improvements and the 2003 Genesee/Livingston Sewage Disposal Service special assessment district "SAD" for any additional sewage charges, other than O&M charges, of which Tyrone is included, it has to petition the Court, recognizing Tyrone Woods contends that it does not have any obligation to pay any additional charges.

e. If the Township imposes a tax, assessment or special assessment on the Property for non-sewer related issues, Tyrone will pay that tax, assessment or special assessment like all other property owners.

f. If the Township imposes a township wide assessment, related or unrelated to the sewers, Tyrone will participate and pay its assessed share like all other property owners.

g. If there are new governmental regulation changes after the date of this Order that mandate changes or upgrades to the system, or the system needs to be upgraded due to the

expiration of its useful life, Tyrone will pay its share of those costs like all other property owners.

h. In all other respects, Tyrone agrees to abide by and pay the sewer rates and charges for sewer service as computed pursuant to the Ordinance, as well as abide by all other terms and conditions of the Ordinance.

4. Except as set forth in paragraph 3 above, it is the position of Tyrone that the \$2,200 connection fee referenced in paragraph 3a above represents the only amount it may be charged for connection into the Township public sanitary sewage system. This position is based upon considerations given by Tyrone as stated in the previous orders of this Court, which orders shall continue in effect, except as expressly modified herein. If the Township wants to re-assess the existing SAD of which the Property is a part for any additional charges than as set forth in paragraph 3 above, the Township has to petition the Court for such authority, recognizing Tyrone contends it does not have any obligation to contribute to those additional charges. If such a petition is filed, the Court shall conduct a hearing to determine if any additional assessment may be made consistent with and based upon the previous Orders entered in this matter.

5. The parties hereby stipulate and agree that a certified true copy of this Third Addendum/Amendment to Consent Judgment shall be recorded with the Register of Deeds on the property legally described as Exhibit 1.

6. That all provisions of this Third Addendum/Amendment to Consent Judgment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and transferees. All reference in this Third Addendum/Amendment to Consent Judgment to the Township shall include any agent, employee, representative and official of the Township

and that all reference to Tyrone Woods shall include any agents, employee, representative and subsequent purchaser of any property owed by Tyrone Woods and legally described in Exhibit 1.

7. By their execution of this Third Addendum/Amendment to Consent Judgment, the undersigned each warrant that they have the authority to execute this document and bind their respective entities to its terms and conditions.


8. Each restriction and clause is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remaining terms and conditions.

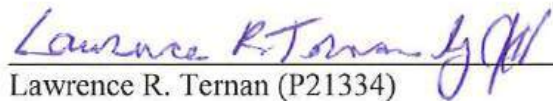
This Court retains jurisdiction to interpret and assure compliance with the terms of this  
Third Addendum/Amendment to Consent Judgment.

MICHAEL P. HATTY P-30990

Honorable Michael P. Hatty  
Circuit Court Judge


AGREED:

  
Tyrone Woods, LLC  
Its: *MEMBER*  
*Lawrence Becken*

  
Lawrence R. Ternan (P21334)  
Attorney for Plaintiff

TOWNSHIP OF TYRONE

  
Keith Kremer  
Its: Clerk

  
John K. Harris (P29060)  
Attorneys for Defendant

  
Brian Miles  
Its: Supervisor

## **EXHIBIT 1**

### **PARCEL "1" DESCRIPTION (PHASES 1 & 2)**

Part of the Northeast ¼ and Northwest ¼ of Fractional Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan described as: Beginning at the North ¼ corner of Section 18; thence S 89°35'26" E 1332.66 feet along the North line of said Section 18; thence S 01°18'12" E 1501.93 feet; thence N 89°33'35" W 284.26 feet; thence N 70°37'17" W 2449.66 feet along the South line of a 99' wide gas line easement; thence N 02°45'31" W 705.89 feet to the North line of said Section 18; thence S 89°35'28" E 1262.34 feet to the point of beginning. Reserved therefrom that part used, taken or deeded for Hogan Road, so-called containing 68.0 acres more or less.

### **PARCEL "2" DESCRIPTION (PHASE 3)**

Part of the Northeast ¼ and Northwest ¼ of Fractional Section 18, T4N-R6E, Tyrone Township, Livingston County, Michigan, described as: Beginning at a point that is S 89°35'26" E 1332.66 feet along the North line of said Section 18 and S 01°18'12" E 1501.93 and N 89°33'35" W 284.26 feet from the North ¼ corner of said Section 18; thence continuing N 89°33'35" W 1054.95 feet; thence N 89°27'39" W 1217.79 feet; thence N 02°45'31" W 794.17 feet; thence S 70°37'17" E 2449.66 feet along the South line of a 99' wide gas line easement to the point of beginning. Containing 20.71 acres more or less.

#8 - August 26, 2013

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

TYRONE WOODS, LLC,

Plaintiff,

vs.

TOWNSHIP OF TYRONE, a Michigan  
Municipal corporation,

Defendant.

Case No.: 69-1022-CK

Hon. Michael P. Hatty

Lawrence R. Ternan (P21334)  
Attorney for Plaintiff  
200 E. Long Lake Rd., Suite 110  
Bloomfield Hills, MI 48304  
(248) 645-9400

LAW OFFICES OF HARRIS & LITERSKI  
JOHN K. HARRIS (P29060)  
Attorneys for Defendant  
123 Brighton Lake Road Suite 205  
Brighton, MI 48116  
(810) 229-9340

FOURTH CONSENT AMENDMENT TO JUDGMENT

At a session of said Court, held in the Circuit  
Court, County of Livingston, City of Howell, State  
of Michigan, on the 26 of August, 2013.

PRESENT: The Honorable Michael P. Hatty  
Circuit Court Judge

This matter having come before the Court on consent of the parties; and the Court being otherwise fully advised; it is therefore hereby ordered:

The parties make the following acknowledgements as a part of this Fourth Amendment to Consent Judgment:

- a. Plaintiff and Defendant ("Parties") are parties to two separate civil actions filed in the Livingston County Circuit Court; both entitled Tyrone Woods, LLC, Plaintiff

("Tyrone Woods") v. Township of Tyrone, Defendant ("Township"), case numbers: 04-20892-CK and 69-1022-CZ.

- b. An Order Granting Motion For Summary Judgment was entered on March 17, 1970; the parties then entered into a Consent Amendment to Judgment on April 23, 1998; a Second Amendment to Judgment on June 28, 2002, and a Third Amendment to Judgment on August 13, 2010.
- c. Pursuant to paragraph 5A of the Consent Judgment in case number: 04-20892-CZ, Tyrone Woods conveyed title to a 19.6 acre parcel of land to the Township and a road easement for access to that parcel.
- d. Additionally, the Township and Tyrone Woods each had certain obligations pursuant to paragraph 8 of that Consent Judgment pertaining to other land under Tyrone Woods' ownership where the Township has operated a sewage treatment facility.
- e. The Parties have either satisfied their obligations as set forth in paragraph 8 of the Consent Judgment, or have modified those obligations as set forth below.
- f. The Parties have entered into an Agreement dated July 16, 2013 ("Agreement"), setting forth the agreement of the Parties on the issues set forth therein. The purpose of this Fourth Consent Amendment to Judgment is to incorporate the terms of that Agreement into an Order of the Court in this litigation.
- g. This Agreement modifies the responsibilities of the parties in the previous Orders of this Court in this litigation.

**NOW THEREFORE, IT IS ORDERED:**

- 1. Tyrone Woods acknowledges the Township has complied with its responsibilities as set forth in Paragraph 8 of the Consent Judgment in case number: 04-20892-CK, which paragraph superseded the responsibilities of the Township as set forth in Paragraph 9 of the Second Consent Amendment to Judgment in this litigation.
- 2. Tyrone Woods, as it pertains to the property described in the Lease between the parties dated November 2002, hereby releases, cancels, forgives and forever discharges the Township from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, relating to the operation and closing down of the sewage treatment facility on the Property. This paragraph is not intended to release the Township from any liability associated with any environmental contamination of the Sewage Treatment Property for which the Township may be legally liable.
- 3. The Parties acknowledge the Township has \$20,000 in escrow as required by paragraph 8 of the Consent Judgment. In lieu of paying that \$20,000 to Tyrone Woods, the Parties

agree that the Property and the Road Access Easement referenced in the Agreement shall be transferred by Quit Claim Deed from the Township to Tyrone Woods. In addition, \$5,000 of the money held in escrow by the Township shall be paid to Tyrone Woods at the time of execution of the Quit Claim deed.

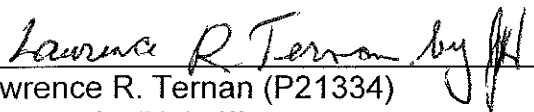
4. Tyrone Woods acknowledges it is receiving the Property in an "as is" condition and that no representations have been made by the Township as to the condition of the Property.
5. The Township is awarded the remaining \$15,000 in escrow as consideration for the transfer of the Property to Tyrone Woods.
6. The Parties acknowledge having entered into a Lease dated November 2002, whereby the Township operated the sanitary sewage system located on the Tyrone Woods property. The Parties agree that the Lease has been terminated.
7. The parties agree that a certified true copy of this Fourth Consent Amendment to Judgment shall be recorded with the Register of Deeds on the property legally described in the copy of the Quit Claim deed identified as Exhibit 1.
8. The provisions of this Order shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and transferees. All reference in this Order to the Township shall include any agent, employee, representative and official of the Township and that all reference to Tyrone Woods shall include any agents, employees, representatives and subsequent transferees of the property owned by Tyrone Woods described in Exhibit 1.
9. By execution of this Order, the undersigned warrant that they have the authority to execute this document and bind their respective entities to its terms and conditions.
10. Each restriction and clause is intended to be severable and in the event any restriction is for any reason held void, it shall not affect the validity of the remaining terms and conditions.
11. All terms of the Order Granting Motion for Summary Judgment and Consent Amendments to Judgment previously entered with the Court, which are not inconsistent with this Fourth Consent Amendment to Judgment, shall remain in full force and effect.

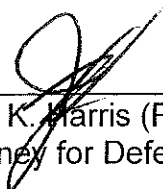
MICHAEL P. HATTY P-30990

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HON. MICHAEL P. HATTY  
CIRCUIT COURT JUDGE

AGREED:

  
\_\_\_\_\_  
Lawrence R. Ternan (P21334)  
Attorney for Plaintiff

  
\_\_\_\_\_  
John K. Harris (P29060)  
Attorney for Defendant

COPY

Agreement

This Agreement, dated July 16, 2013 between the Township of Tyrone ("Township"), a Michigan municipal corporation, whose address is 10408 Center Road, Fenton, MI 48430 and Tyrone Woods, LLC ("Tyrone Woods"), a Michigan limited liability company, whose address is 8378 Hogan Road, Fenton, MI 48430, collectively the ("Parties").

*Recitals*

a. The Parties are parties to two separate civil actions filed in the Livingston County Circuit Court, both entitled Tyrone Woods, LLC, Plaintiff v. Township of Tyrone, a Michigan Municipal Corporation, Defendant, case numbers: 04-20892-CK and 69-1022-CZ ("Litigation").

b. In case number: 04-10892-CK, a Consent Judgment was entered on June 27, 2006. Pursuant to paragraph 5A of the Consent Judgment, Tyrone Woods conveyed title to a 19.6 acre parcel of land to the Township ("Parcel"); a road easement for access to the Property (Road Access Easement), and a permanent 20' non-exclusive easement for installation and maintenance of utilities below ground ("Utilities Easement"). The legal description to the 19.6 acre parcel is attached as Exhibit 1; the legal description for the Road Access Easement is attached as Exhibit 2, and the legal description to the Utilities Easement is attached as Exhibit 5 and are collectively referred to as the ("Property").

c. Additionally, the Township and Tyrone Woods each had certain obligations pursuant to paragraph 8 of that Consent Judgment pertaining to other land under Tyrone Woods ownership where the Township has operated a sewage treatment facility (Sewage Treatment Property).

d. The Parties have either satisfied their obligations as set forth in paragraph 8, or have modified those obligations as set forth below.

For a good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

*Satisfaction of Judgment*

1. The Township represents to Tyrone Woods that it has removed the sewage residue from the lagoons on the Sewage Treatment Property as required by and pursuant to MDEQ regulations, as required by paragraph 8 of the Consent Judgment.

2. The Township further represents that it has obtained all applicable environmental permits and final approvals for closing down and terminating the sewage treatment facility that was once operational on the Sewage Treatment Property.

3. Tyrone Woods acknowledges that the Township has complied with all its responsibilities as set forth in paragraph 8 of the Consent Judgment.

Tyrone Woods, as it pertains to the Lease between the parties dated November 2002, hereby releases, cancels, forgives and forever discharges the Township from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, relating to the operation and closing down of the sewage treatment facility on the Property. This paragraph is not intended to release the Township from any liability associated with any environmental contamination of the Sewage Treatment Property for which the Township may be legally liable.

#### *Transfer of Real Estate*

4. The Parties acknowledge the Township has \$20,000 in escrow as required by paragraph 8 of the Consent Judgment. In lieu of paying that \$20,000 to Tyrone Woods, the Parties agree that the Parcel, the Road Access Easement and the Utilities Easement shall be transferred by Quit Claim Deed from the Township to Tyrone Woods. In addition, \$5,000 of the money held in escrow by the Township shall be paid to Tyrone Woods at the time of execution of the Quit Claim deed. A copy of the Quit Claim Deed is attached as Exhibit 3.

5. Tyrone Woods acknowledges it is receiving the Property in an "as is" condition and that no representations have been made by the Township as to the condition of the Property.

6. The Township shall be awarded the remaining \$15,000 in escrow as consideration for the transfer of the Property to Tyrone Woods.

7. The Parties acknowledge having entered into a Lease dated November 2002, whereby the Township operated the sanitary sewage system located on the Tyrone Woods property. The Parties agree that by execution of this Agreement, that Lease has been terminated. The Lease is attached as Exhibit 4.

#### *General*

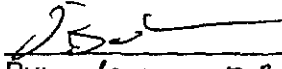
9. This Agreement represents the entire agreement between the Parties and there are no other written or oral understandings.

10. This Agreement is binding on the heirs, personal representatives, successors and assigns of the Parties.


11. By their execution of this Amendment, the undersigned each warrant they have the authority to execute this document and bind their respective entities to its terms and conditions.
-

12. The parties agree to execute amendments to the Litigation to reflect the terms of this Agreement.

Tyrone Woods, LLC

  
By: Lawrence F. Becker  
Its: Member

Township of Tyrone

  
By: Michael Cunningham  
Its: Supervisor

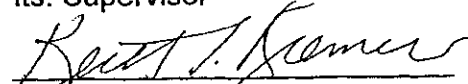
  
By: Keith Kremer  
Its: Clerk

EXHIBIT 1

LEGAL DESCRIPTION FOR 19.6 ACRE PARCEL

PARCEL "A" DESCRIPTION

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS N 89°35'28" W ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1262.34 FEET AND S 02°45'31" E 1978.94 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE S 89°19'29" E, PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 1277.24 FEET; THENCE S 00°40'27" W 679.27 FEET TO SAID EAST AND WEST 1/4 LINE (AS OCCUPIED); THENCE N 89°31'42" W, ALONG SAID EAST AND WEST 1/4 LINE, 43.61 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION; THENCE N 89°19'29" W, ALONG SAID EAST AND WEST 1/4 LINE (AS OCCUPIED), 1192.87 FEET; THENCE N 02°45'31" W 680.65 FEET TO THE PLACE OF BEGINNING, CONTAINING 19.60 NET ACRES OF TOTAL LAND, MORE OR LESS,

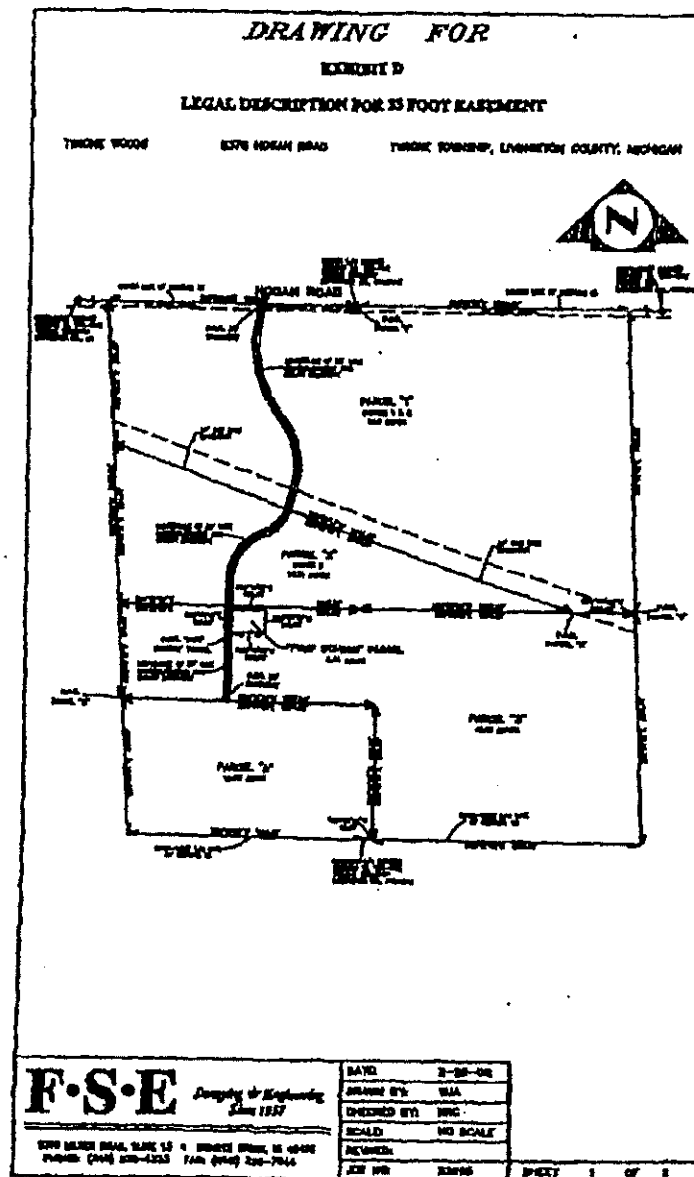
## EXHIBIT 2

### LEGAL DESCRIPTION FOR 33 FOOT EASEMENT

#### DESCRIPTION OF 33' WIDE INGRESS/EGRESS AND UTILITY EASEMENT

A 33 FOOT WIDE STRIP OF LAND BEING 18.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE NORTHWEST ¼ OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION, WHICH IS N 89°35'28" W 477.37 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION; THENCE S 12°19'21" W 175.52 FEET; THENCE ON A NON-RADIAL CURVE TO THE LEFT, HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 39°13'28", WITH A CHORD BEARING AND DISTANCE OF S 19°13'19" E 424.26 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 373.00 FEET, A CENTRAL ANGLE OF 58°12'46", WITH A CHORD BEARING AND DISTANCE OF S 09°43'40" E 362.83 FEET; THENCE S 19°22'43" W 86.21 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 53°03'59", WITH A CHORD BEARING AND DISTANCE OF S 45°54'42" W 176.90 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 51°47'35", WITH A CHORD BEARING AND DISTANCE OF S 46°32'54" W 176.45 FEET; THENCE S 20°39'06" W 42.13 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 20°06'45", WITH A CHORD BEARING AND DISTANCE OF S 10°35'42" W 70.55 FEET; THENCE S 00°32'18" W 613.11 FEET TO THE PLACE OF ENDING.

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Livingston County Register of Deeds. 2008R-031484

LIVINGSTON,MI  
Document: EAS 2008.31484

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Exhibit 3

QUIT CLAIM DEED

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*KNOW ALL MEN BY THESE PRESENTS:* That the Township of Tyrone, a Michigan municipal corporation, whose street address or post office address is: 10408 Center Road, Fenton, MI 48430,

Quit Claims to Tyrone Woods, LLC, a Michigan limited liability company, whose street number is: 8378 Hogan Road, Fenton, MI 48430, the following described real property located in the Township of Tyrone, County of Livingston, and State of Michigan to-wit:

- A. An approximately 19.6 acre parcel described in Exhibit 1 attached hereto;
- B. A non-exclusive 33' foot easement, as described in Exhibit 2 attached hereto, for ingress and egress for access to the approximately 19.6 acre parcel and for constructing and maintaining an underground sanitary sewer line and utilities;
- C. A permanent 20' non-exclusive easement as described in Exhibit 3, for installation and maintenance of utilities below ground for the benefit of the 19.6 acre parcel described in Exhibit 1.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. The grantor grants to the grantee the right to make all division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

for the full consideration of: Exempt pursuant to MCL 207.505(h)(j) and MCLA 207.526(h)(i)(l).

This Deed is given in compliance with paragraph 4 of a certain Agreement entered into between the Township of Tyrone, a Michigan municipal corporation and Tyrone Woods, LLC, a Michigan limited liability company, dated \_\_\_\_\_, 2013.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

TOWNSHIP OF TYRONE  
A Michigan municipal corporation,

\_\_\_\_\_  
By: Michael Cunningham  
Its: Tyrone Township Supervisor

\_\_\_\_\_  
By: Keith Kremer  
Its: Tyrone Township Clerk

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Tyrone Township, a Michigan municipal corporation, by Michael Cunningham, Tyrone Township Supervisor, and Keith Kremer, Tyrone Township Clerk.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
Livingston County, Michigan  
Acting in Livingston County

\_\_\_\_\_  
Instrument drafted by:       JOHN K. HARRIS (P29060)  
                                     822 East Grand River Avenue, Brighton, MI 48116  
When recorded return to:    Same  
Send Subsequent Tax Bills to:   Grantee

EXHIBIT 1

LEGAL DESCRIPTION FOR 19.6 ACRE PARCEL

PARCEL "A" DESCRIPTION

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS N 89°35'28" W ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1262.34 FEET AND S 02°45'31" E 1978.94 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE S 89°19'29" E, PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 1277.24 FEET; THENCE S 00°40'27" W 679.27 FEET TO SAID EAST AND WEST 1/4 LINE (AS OCCUPIED); THENCE N 89°31'42" W, ALONG SAID EAST AND WEST 1/4 LINE, 43.61 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION; THENCE N 89°19'29" W, ALONG SAID EAST AND WEST 1/4 LINE (AS OCCUPIED), 1192.87 FEET; THENCE N 02°45'31" W 680.65 FEET TO THE PLACE OF BEGINNING, CONTAINING 19.60 NET ACRES OF TOTAL LAND, MORE OR LESS, ALSO BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

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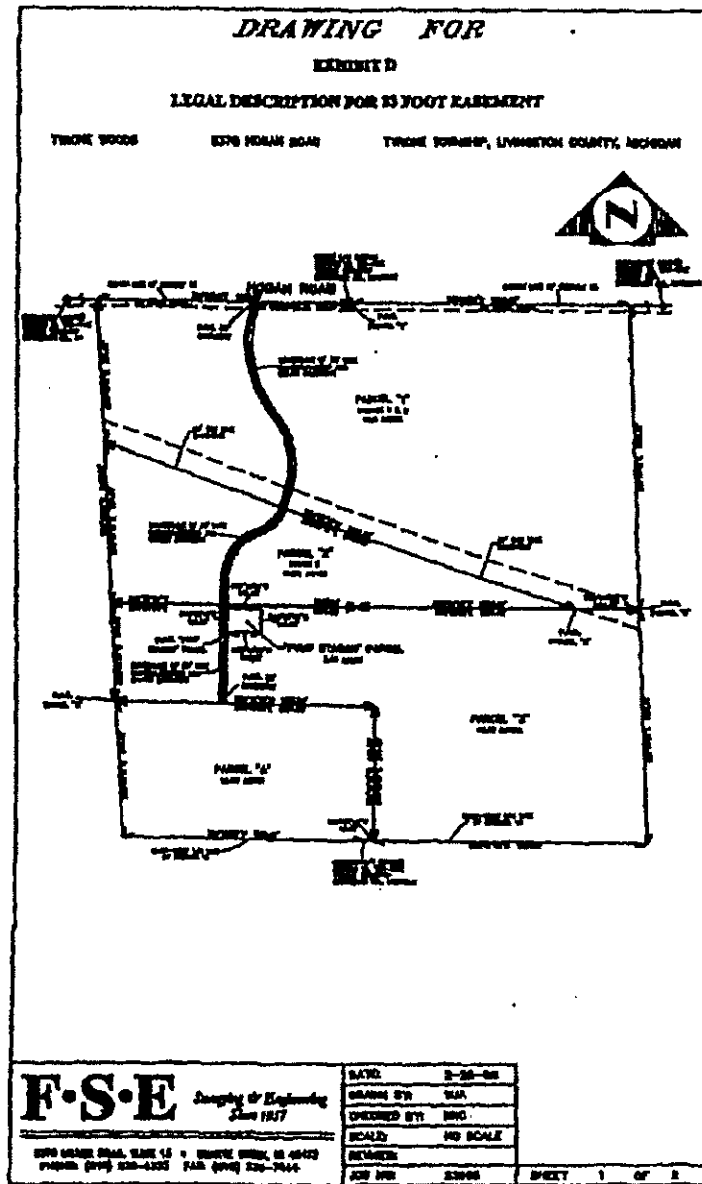
## EXHIBIT 2

### LEGAL DESCRIPTION FOR 33 FOOT EASEMENT

#### DESCRIPTION OF 33' WIDE INGRESS/EGRESS AND UTILITY EASEMENT

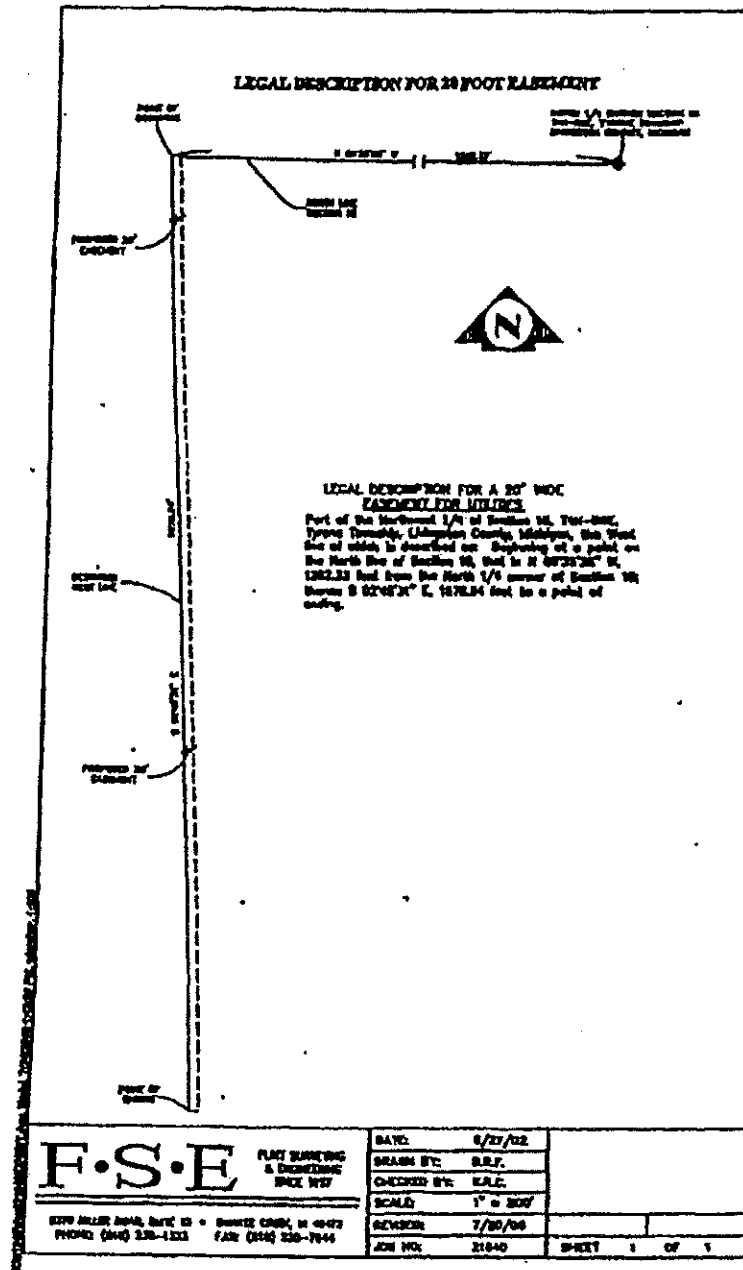
A 33 FOOT WIDE STRIP OF LAND BEING 18.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE NORTHWEST ¼ OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION, WHICH IS N 89°35'28" W 477.37 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION; THENCE S 12°19'21" W 175.52 FEET; THENCE ON A NON-RADIAL CURVE TO THE LEFT, HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 39°13'28", WITH A CHORD BEARING AND DISTANCE OF S 19°13'19" E 424.26 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 373.00 FEET, A CENTRAL ANGLE OF 58°12'46", WITH A CHORD BEARING AND DISTANCE OF S 09°43'40" E 362.83 FEET; THENCE S 19°22'43" W 86.21 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 53°03'59", WITH A CHORD BEARING AND DISTANCE OF S 45°54'42" W 176.90 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 51°47'35", WITH A CHORD BEARING AND DISTANCE OF S 46°32'54" W 176.45 FEET; THENCE S 20°39'06" W 42.13 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 20°06'45", WITH A CHORD BEARING AND DISTANCE OF S 10°35'42" W 70.55 FEET; THENCE S 00°32'18" W 613.11 FEET TO THE PLACE OF ENDING.

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Livingston County Register of Deeds, 2008R-031484

Exhibit 3.



Livingston County Register of Deeds. 2008R-031472

## LEASE

This Lease made this \_\_\_\_ day of November, 2002, between Tyrone Woods, LLC, a Michigan limited liability company, whose address is 10408 S. Center Road, Tyrone Township, Michigan 48430, as the Landlord, and the Township of Tyrone, a Michigan municipal corporation, whose address is 10408 S. Center Road, Tyrone Township, Michigan, 48430, as the Tenant.

This Lease is entered into pursuant to the provisions of the Second Consent Amendment to Judgment entered by the Court on June 28, 2002, the Circuit Court for the County of Livingston, Case No. 1022 (referred to herein as the Second Consent Amendment). A copy of the Second Consent Amendment is attached as Exhibit 2.

### 1. Definitions of Terms

#### 1.1 Landlord

Tyrone Woods, L.L.C.

#### 1.2 Landlord's Contact Person

John Chin  
3075 Parkridge Drive  
Ann Arbor, Michigan 48103

#### WITH A COPY TO:

Lawrence R. Terman  
200 E. Long Lake Road, Ste. 110  
Bloomfield Hills, MI 48304  
(148) 645-9400

#### 1.3 Leased Property

The leased real estate, including the sewer treatment facility and spray fields located thereon, is located in the Township of Tyrone, County of Livingston, State of Michigan, more particularly described in Exhibit 1, approximately seventy (70) acres (the Property).

Under the Second Consent Amendment, Tenant may request and receive from Landlord conveyance of the 20 Acre Parcel during the lease term, in accordance with the Second Consent Amendment. If that should occur, title to some of the Property covered by this Lease will be conveyed to Tenant. In the event that should occur, the obligations contained in this Lease pertaining to the operation of the sewage treatment facility shall continue unaffected by conveyance of a portion of the Property to the Tenant.

#### 1.4. Commencement Date

The effective date of this Lease shall be December 1, 2002.

#### 1.5. Initial Term

One (1) year.

**1.6. Term**

The Initial Term and any extension from year to year as described in the Second Consent Amendment.

**1.7 Lease**

This Lease including Second Consent Amendment.

**1.8 Initial Rent**

One (\$1.00) Dollar annually

**1.9 Tenant**

Township of Tyrone  
10408 S. Center Road  
Tyrone Township, Michigan 48430

**1.10 Tenant's Contact Person**

**1.11 Tenant's Address**

Township of Tyrone  
10408 S. Center Road  
Tyrone Township, Michigan 48430

With copy to attorney: John Drury, Esq.  
2829 W. Grand River Avenue  
Howell, Michigan 48843

**2. Terms and Options to Extend**

**2.1 Initially.** Landlord leases the Property to Tenant for the Initial Term and conditions of this Lease beginning on the Commencement Date at a rental rate of One (\$1.00) Dollar annually.

**2.2 Extension.** Unless affirmatively cancelled by written agreement of Landlord and Tenant, the Initial Lease Term will be extended automatically indefinitely on a year to year basis until Tenant has made another method of treatment of sewage available to Landlord; provided, however, that if either of the events contemplated by the terms of the Second Consent Amendment, should occur, that would alleviate the need for the operation of the sewer treatment facility, this Lease shall be terminated as further provided by the Second Consent Amendment.

### 3. Use of Property

**3.1 Use of Property.** Tenant agrees to and shall operate and maintain the sewage treatment facility, including spray fields, and to accept sanitary sewage from Landlord's existing mobile home park. Such operation and maintenance by Tenant shall be performed in accordance with the customary and standard practices for sewage treatment facilities of a like kind.

Tenant shall have the sole responsibility to perform maintenance and repairs to the facility and equipment as needed. Pursuant to the terms of the Consent Amendment, Tenant shall reserve capacity for the two hundred ninety-three (293) mobile home sites which are currently licensed and Tenant shall continue to treat sewage from the Tyrone Woods Mobile Home Park in the existing sewage treatment facility. Only after obtaining all such approvals and permits and continuing to serve Landlord's existing mobile home park (293 units), Tenant may authorize additional units for properties other than Landlord's Property to be connected to the existing sewage treatment facility. The number of additional units that may be connected to the existing sewage treatment facility shall be as allowed by Tenant and approved by the Michigan Department of Environmental Quality (MDEQ). Also, pursuant to the Second Consent Amendment, Tenant shall have the right to bill Landlord and other users, subject to the duly adopted Ordinances or Board Resolutions of the Township of Tyrone.

**3.2 Tenants Compliance With Governmental Regulations.** Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements and orders now in force, or which may hereafter be imposed, by all federal, state, county, municipal and other applicable governmental authorities, pertaining to Tenant's use and occupancy of the leased premises.

In the event Tenant receives a notice of violation from a governmental authority or becomes aware of an event or condition, which would give rise to a violation, Tenant shall give prompt notice thereof to Landlord, including an accurate and complete written report of the event or condition. Tenant shall also provide to Landlord a written plan for the repair, abatement, or remediation of the violation, as the case may be, including a timetable for completion of the plan. Tenant shall promptly execute the plan at its sole cost and expense.

In the event Tenant fails to perform any act required under this section, Landlord shall be entitled to collect from Tenant any fines, penalties, expenses of repair, expenses of remediation (including professionals' expenses and consultants' fees), and all other direct and consequential damages incurred as a result of Tenant's failure to perform under this section.

Tenant shall not prepare, store, handle, transport, dispose and otherwise use substances which are denominated as hazardous under provisions of federal and state laws, regulations, and policies. Tenant shall maintain records of such compliance. All such records shall be available to Landlord upon request and reasonable notice by Landlord of a desire to review such records. Such records shall be maintained at the leased premises or at Tenant's business office at all times. Landlord may copy any such compliance records at any time.

**3.3 Obligation for Fourth Lagoon.** Landlord presently has licensed two hundred ninety-three (293) mobile home sites in Phases I and II of its mobile home park. Landlord has one hundred ten (110) additional mobile home sites already approved to be constructed in Phase III of the mobile home park. Landlord shall wait for up to three (3) years before connection of any of the

one hundred ten (110) additional mobile home sites in Phase III of the mobile home park. The permanent sewage Treatment Plant shall be operational within three (3) years from the date of entry of the Second Consent Amendment to Judgment. If the Treatment Plant is not operational within that three (3) year period, the Tenant shall construct, at no cost to Landlord, a fourth lagoon in the existing sewage treatment facility, which fourth lagoon has already been approved by the MDEQ in order to accept sewage for treatment for the additional one hundred ten (110) mobile home sites in Phase III at no cost to Landlord. The fourth lagoon shall be operational at the end of the three (3) year period, unless the permanent Treatment Plant is operational. Construction of the fourth lagoon shall not be necessary if Landlord gives the Tenant notice that Landlord is not proceeding with Phase III or the Tenant may otherwise treat the sewage from homes in Phase III. Landlord may petition this Court for specific performance and/or damages for any anticipated or actual failure of the Tenant to comply with this provision.

**3.4 Property Insurance.** Tenant shall maintain in full force and effect, in addition to any other insurance required under the terms of this Lease, property insurance in an amount sufficient to protect the subject treatment facility from partial or total loss caused by flooding, fire, natural disaster, act of God, or any other cause such that there is a partial or complete loss on the property. If Tenant shall contract for repair and/or maintenance services, Tenant shall require the contractor to carry such insurance. On all policies of insurance, Landlord shall be named as an additional insured. Copies of the Certificates of Insurance shall be provided to Landlord prior to the Tenant commencing work. All policies of insurance shall contain a provision giving Landlord thirty (30) days written notice prior to cancellation.

**3.5 Access To Leased Premises.** Landlord hereby grants to Tenant a right of ingress and egress through the existing mobile home park for access to the Property while this Lease is in effect.

#### **4. Permits and Licenses**

**4.1 Tenant's Responsibility.** The Tenant shall procure, provide and maintain in effect, all applicable state and local permits and licenses deemed necessary for the lawful operation and maintenance of the sewage treatment facility.

**4.2 Indemnification.** The Tenant further agrees to fully indemnify, defend and hold harmless the Landlord from any and all claims, complaints, causes of action and/or administrative proceedings initiated by anyone whomsoever and to pay all costs, fines, judgments and attorney fees, that arise either directly or indirectly out of the failure to procure, provide and/or maintain in effect all applicable state and local permits and licenses deemed necessary for the lawful operation and maintenance of said sewage treatment facility.

**4.3 Landlord's Duty.** Upon request, and subject to the foregoing, Landlord shall furnish all information within its possession to assist Tenant in preparing applications for applicable permits and licenses. All costs and fees incurred for testing, sampling, engineering studies, hydro geological studies and the like, as well as arrangements for same, shall remain the sole responsibility of Tenant.

## 5. Taxes; Insurance; Indemnification

5.1 Taxes. Tenant shall be solely responsible for and shall timely pay, if any, all taxes levied and assessed against personal property or the Property, excluding any non-exclusive easements.

Tenant shall have the right to contest all taxes, assessments, charges, and impositions. If necessary, upon Tenant's request, Landlord will execute or join in any application necessary to have originals or copies of tax and assessment bills sent to Tenant.

5.2 Insurance, Indemnification and Waiver. Tenant shall carry the following insurance coverage, with insurance carriers reasonably acceptable to Landlord, or provide Landlord with satisfactory evidence that Tenant is adequately self-insured. Insurance limits may be adjusted from time to time by the mutual consent of Landlord and Tenant, but in no instance shall the limits be less than those set forth below. Landlord shall be named as an additional insured on all policies and all policies shall bear an endorsement that Landlord be given thirty (30) days notice of cancellation or any material change in the coverage. At Landlord's request, Tenant shall provide Landlord with proof of insurance annually.

(a) Workers' Compensation Insurance: Tenant shall procure and maintain during the life of this Lease, workers' compensation insurance, including employer's liability coverage, in accordance with all applicable statutes of the State of Michigan.

(b) Commercial General Liability Insurance: Tenant shall procure and maintain during the life of this Lease, commercial general liability insurance on an "occurrence basis" with limits of liability not less than \$2,000,000.00 per occurrence and/or aggregate combined single limit, personal injury and property damage. Coverage shall include the following extensions: (i) contractual liability; (ii) products and completed operation; (iii) independent contractor's coverage; (iv) broad form general liability extensions or equivalents; and (v) deletion of all explosion, collapse and underground exclusions.

(c) Motor Vehicle Liability Insurance: Tenant shall procure and maintain, during the life of this Lease, motor vehicle liability insurance, including Michigan no-fault coverages, with limits of liability of not less than \$2,000,000.00 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles.

(d) Additional Insured: The commercial general liability and motor vehicle coverage as described in paragraphs 9.2(b) and (c) shall include endorsements stating the following shall be "Additional Insureds": Tyrone Woods, L.L.C, its agents, heirs, assigns, successors, or representatives.

(e) Indemnification: Tenant shall indemnify and hold Landlord harmless against any claim of any nature, including, but not limited, a claim for fines, penalties and taxes, or injury to personal property, arising out of or in connection with Tenant's use of the leased property, the structures, or any natural resource contained thereon.

## 6: Landlord's Representations

6.1 Title. Landlord owns good and marketable title to the Property subject to a security interest held by Huntington Bank and to no other mortgages, liens, encumbrances, easements, covenants, restrictions, judgments, or other title exceptions which might take precedence over Tenant's interest in the Property or impair Landlord's ability to Lease the Property to Tenant except for items disclosed in writing to and approved by Tenant.

6.2 Authority. Landlord has full authority to execute, deliver, and perform this Lease.

6.3 Zoning. The Property is in compliance with applicable zoning laws.

6.4 Solvency. Neither Landlord nor, if Landlord is more than one person, any party constituting a part of Landlord, has filed or is contemplating filing (nor has there been filed or threatened to be filed against Landlord or any other party) any action under any state or federal bankruptcy, insolvency or other similar laws. Neither Landlord, nor, if Landlord is more than one person, any party constituting a part of Landlord, is involved in any divorce proceedings. The Property is not involved in any probate proceedings.

6.5 No Condemnation. There are no condemnation proceedings threatened or instituted against the property.

6.6 No Litigation. There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property, except for the lawsuit pending in the Livingston County Circuit Court brought by GLS Leasing pertaining to drainage.

6.7 No Unrecorded Easements or Agreements. There are no unrecorded easements or agreements affecting the Property.

## 7 Quiet Enjoyment

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall perform all of its obligations under this Lease.

## 8: Termination

Pursuant to the terms of the Second Consent Amendment, this Lease shall terminate upon the happening of either of the following events:

- a. The completion of construction by the Township of Tyrone of a new sewage treatment plant and a determination that such plant is operational; or

\*Enclosure

- b. The existing sewage treatment facility is no longer needed because the Township of Tyrone has contracted with Genesee County to transport sanitary sewage for treatment by the Genesee County Sewage Treatment Plant; provided, however, that such contract with Genesee County must be entered into by Tenant no later than December 31, 2003.

Prior to the termination of this Lease, Tenant shall pump and remove sewage residue from the lagoons in an environmentally safe method. Tenant shall obtain all environmental permits and final approvals for closing down and terminating the existing sewage treatment facility, at its expense. Landlord shall be responsible for the restoration of the land to a condition ready for development and shall be responsible for all of the related closing and termination costs. The Tenant shall pay Landlord the sum of \$20,000, when the permanent plant becomes operational, in consideration of Landlord undertaking the obligations set forth in Paragraph 9 of the Second Consent Amendment.

#### **9: Lease Construction**

This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

#### **10: Entire Binding Understanding; No Oral Modification**

This Lease and the Second Consent Amendment shall constitute the Lease. If there is any conflict or inconsistency between the Lease and the Second Consent Amendment, the Second Consent Amendment shall control. All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

#### **11: Successors; Severability**

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord. If any provision of this Lease shall be held invalid or unenforceable, such provision shall be deemed deleted from this Lease and replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Lease shall continue in full force and effect.

#### **12: Notices**

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the

Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

### 13: Lease Memorandum

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record, or re-record, a modified Memorandum of Lease or a supplement to the Memorandum of Lease.

### 14: Environmental Matters

For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

### 15. Return of Property to Landlord

Tenant shall throughout the term of this Lease, take good care of the leased premises, fixtures, services, equipment, and appurtenances therein, and, at its sole cost and expense, make all non-structural repairs thereto, as and when needed to preserve them in good working order and condition. Upon expiration of the lease term, Tenant shall deliver up the premises in good order and condition, reasonable wear and tear excepted. Notwithstanding the foregoing, all damage or injury to the lease premises, its fixtures, services, equipment or appurtenances, that is caused by Tenant, its servants, employees, invitees or licensees in that require structural repairs, shall be repaired promptly by Tenant at its sole cost and expense.

#### LANDLORD

Tyrone Woods, LLC

By: John Chin  
Name: JOHN CHIN  
Title: MEMBER  
Date: 11/15/02

#### TENANT

Township of Tyrone

By: [Signature]  
Name: Philip A. Price  
Title: Township Supervisor  
Date: 11/15/02



#9 - August 27, 2013

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

TYRONE WOODS, LLC,

Plaintiff,

vs.

TOWNSHIP OF TYRONE, a Michigan  
Municipal corporation,

Defendant.

Case No.: 04-20892-CK

Hon. Michael P. Hatty

Lawrence R. Ternan (P21334)  
Attorney for Plaintiff  
200 E. Long Lake Rd., Suite 110  
Bloomfield Hills, MI 48304  
(248) 645-9400

/  
LAW OFFICES OF HARRIS & LITERSKI  
JOHN K. HARRIS (P29060)  
Attorneys for Defendant  
123 Brighton Lake Road, Suite 205  
Brighton, MI 48116  
(810) 229-9340  
/

FOURTH CONSENT AMENDMENT TO JUDGMENT

At a session of said Court, held in the Circuit  
Court, County of Livingston, City of Howell, State  
of Michigan, on the 27 of August, 2013.

PRESENT: The Honorable Michael P. Hatty  
Circuit Court Judge

This matter having come before the Court on consent of the parties; and the Court being otherwise fully advised; it is therefore hereby ordered:

The parties make the following acknowledgements as a part of this Fourth Addendum/Amendment to Consent Judgment:

- a. Plaintiff and Defendant ("Parties") are parties to two separate civil actions filed in the Livingston County Circuit Court; both entitled Tyrone Woods, LLC, Plaintiff

("Tyrone Woods") v. Township of Tyrone, Defendant ("Township"), case numbers: 04-20892-CK and 69-1022-CZ.

- b. An Order Granting Motion For Summary Judgment was entered on March 17, 1970; the parties then entered into a Consent Amendment to Judgment on April 23, 1998; a Second Amendment to Judgment on June 28, 2002, and a Third Amendment to Judgment on August 13, 2010.
- c. Pursuant to paragraph 5A of the Consent Judgment, Tyrone Woods conveyed title to a 19.6 acre parcel of land to the Township and a road easement for access to that parcel.
- d. Additionally, the Township and Tyrone Woods each had certain obligations pursuant to paragraph 8 of that Consent Judgment pertaining to other land under Tyrone Woods' ownership where the Township has operated a sewage treatment facility.
- e. The Parties have either satisfied their obligations as set forth in paragraph 8 of the Consent Judgment, or have modified those obligations as set forth below.
- f. The Parties have entered into an Agreement dated July 16, 2013 ("Agreement"), setting forth the agreement of the Parties on the issues set forth therein. The purpose of this Fourth Addendum/Amendment to Consent Judgment is to incorporate the terms of that Agreement into an Order of the Court in this litigation.

**NOW THEREFORE, IT IS ORDERED:**

- 1. Tyrone Woods acknowledges the Township has complied with its responsibilities as set forth in Paragraph 8 of the Consent Judgment.
- 2. Tyrone Woods, as it pertains to the property described in the Lease between the parties dated November 2002, hereby releases, cancels, forgives and forever discharges the Township from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, relating to the operation and closing down of the sewage treatment facility on the Property. This paragraph is not intended to release the Township from any liability associated with any environmental contamination of the Sewage Treatment Property for which the Township may be legally liable.
- 3. The Parties acknowledge the Township has \$20,000 in escrow as required by paragraph 8 of the Consent Judgment. In lieu of paying that \$20,000 to Tyrone Woods, the Parties agree that the Property and the Road Access Easement referenced in the Agreement shall be transferred by Quit Claim Deed from the Township to Tyrone Woods. In addition, \$5,000 of the money held in escrow by the Township shall be paid to Tyrone Woods at the time of execution of the Quit Claim deed.

4. Tyrone Woods acknowledges it is receiving the Property in an "as is" condition and that no representations have been made by the Township as to the condition of the Property.
5. The Township is awarded the remaining \$15,000 in escrow as consideration for the transfer of the Property to Tyrone Woods.
6. The Parties acknowledge having entered into a Lease dated November 2002, whereby the Township operated the sanitary sewage system located on the Tyrone Woods property. The Parties agree that the Lease has been terminated.
7. The parties agree that a certified true copy of this Fourth Addendum/Amendment to Consent Judgment shall be recorded with the Register of Deeds on the property legally described in the copy of the Quit Claim deed identified as Exhibit 1.
8. The provisions of this Order shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and transferees. All reference in this Order to the Township shall include any agent, employee, representative and official of the Township and that all reference to Tyrone Woods shall include any agents, employees, representatives and subsequent transferees of the property owned by Tyrone Woods described in Exhibit 1.
9. By execution of this Order, the undersigned warrant that they have the authority to execute this document and bind their respective entities to its terms and conditions.
10. Each restriction and clause is intended to be severable and in the event any restriction is for any reason held void, it shall not affect the validity of the remaining terms and conditions.
11. All terms of the Consent Judgment and Addendums/Amendments previously entered with the Court, which are not inconsistent with this Fourth Addendum/Amendment, shall remain in full force and effect.

MICHAEL P. HATTY P-30990

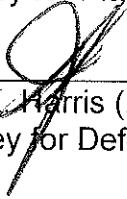
Hon. Michael P. Hatty  
Circuit Court Judge

8-27-13

AGREED:

A handwritten signature in cursive script, appearing to read "Lawrence R. Ternan", written over a horizontal line.

Lawrence R. Ternan (P21334)  
Attorney for Plaintiff

A handwritten signature in cursive script, appearing to read "John K. Harris", written over a horizontal line.

John K. Harris (P29060)  
Attorney for Defendant

COPY

Agreement

This Agreement, dated July 16, 2013 between the Township of Tyrone ("Township"), a Michigan municipal corporation, whose address is 10408 Center Road, Fenton, MI 48430 and Tyrone Woods, LLC ("Tyrone Woods"), a Michigan limited liability company, whose address is 8378 Hogan Road, Fenton, MI 48430, collectively the ("Parties").

*Recitals*

a. The Parties are parties to two separate civil actions filed in the Livingston County Circuit Court, both entitled Tyrone Woods, LLC, Plaintiff v. Township of Tyrone, a Michigan Municipal Corporation, Defendant, case numbers: 04-20892-CK and 69-1022-CZ ("Litigation").

b. In case number: 04-10892-CK, a Consent Judgment was entered on June 27, 2006. Pursuant to paragraph 5A of the Consent Judgment, Tyrone Woods conveyed title to a 19.6 acre parcel of land to the Township ("Parcel"); a road easement for access to the Property (Road Access Easement), and a permanent 20' non-exclusive easement for installation and maintenance of utilities below ground ("Utilities Easement"). The legal description to the 19.6 acre parcel is attached as Exhibit 1; the legal description for the Road Access Easement is attached as Exhibit 2, and the legal description to the Utilities Easement is attached as Exhibit 5 and are collectively referred to as the ("Property").

c. Additionally, the Township and Tyrone Woods each had certain obligations pursuant to paragraph 8 of that Consent Judgment pertaining to other land under Tyrone Woods ownership where the Township has operated a sewage treatment facility (Sewage Treatment Property).

d. The Parties have either satisfied their obligations as set forth in paragraph 8, or have modified those obligations as set forth below.

For a good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

*Satisfaction of Judgment*

1. The Township represents to Tyrone Woods that it has removed the sewage residue from the lagoons on the Sewage Treatment Property as required by and pursuant to MDEQ regulations, as required by paragraph 8 of the Consent Judgment.

2. The Township further represents that it has obtained all applicable environmental permits and final approvals for closing down and terminating the sewage treatment facility that was once operational on the Sewage Treatment Property.

3. Tyrone Woods acknowledges that the Township has complied with all its responsibilities as set forth in paragraph 8 of the Consent Judgment.

Tyrone Woods, as it pertains to the Lease between the parties dated November 2002, hereby releases, cancels, forgives and forever discharges the Township from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, relating to the operation and closing down of the sewage treatment facility on the Property. This paragraph is not intended to release the Township from any liability associated with any environmental contamination of the Sewage Treatment Property for which the Township may be legally liable.

#### *Transfer of Real Estate*

4. The Parties acknowledge the Township has \$20,000 in escrow as required by paragraph 8 of the Consent Judgment. In lieu of paying that \$20,000 to Tyrone Woods, the Parties agree that the Parcel, the Road Access Easement and the Utilities Easement shall be transferred by Quit Claim Deed from the Township to Tyrone Woods. In addition, \$5,000 of the money held in escrow by the Township shall be paid to Tyrone Woods at the time of execution of the Quit Claim deed. A copy of the Quit Claim Deed is attached as Exhibit 3.

5. Tyrone Woods acknowledges it is receiving the Property in an "as is" condition and that no representations have been made by the Township as to the condition of the Property.

6. The Township shall be awarded the remaining \$15,000 in escrow as consideration for the transfer of the Property to Tyrone Woods.

7. The Parties acknowledge having entered into a Lease dated November 2002, whereby the Township operated the sanitary sewage system located on the Tyrone Woods property. The Parties agree that by execution of this Agreement, that Lease has been terminated. The Lease is attached as Exhibit 4.

#### *General*

9. This Agreement represents the entire agreement between the Parties and there are no other written or oral understandings.

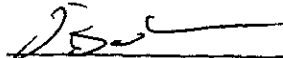
10. This Agreement is binding on the heirs, personal representatives, successors and assigns of the Parties.

11. By their execution of this Amendment, the undersigned each warrant they have the authority to execute this document and bind their respective entities to its terms and conditions.

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12. The parties agree to execute amendments to the Litigation to reflect the terms of this Agreement.

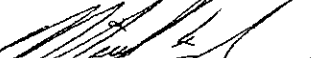
Tyrone Woods, LLC



By: Lawrence F. Becker

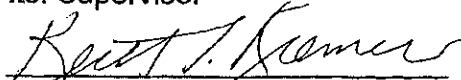
Its: Member

Township of Tyrone



By: Michael Cunningham

Its: Supervisor



By: Keith Kremer

Its: Clerk

EXHIBIT 1

LEGAL DESCRIPTION FOR 19.6 ACRE PARCEL

PARCEL "A" DESCRIPTION

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS N 89°35'28" W ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1262.34 FEET AND S 02°45'31" E 1978.94 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE S 89°19'29" E, PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 1277.24 FEET; THENCE S 00°40'27" W 679.27 FEET TO SAID EAST AND WEST 1/4 LINE (AS OCCUPIED); THENCE N 89°31'42" W, ALONG SAID EAST AND WEST 1/4 LINE, 43.61 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION; THENCE N 89°19'29" W, ALONG SAID EAST AND WEST 1/4 LINE (AS OCCUPIED), 1192.87 FEET; THENCE N 02°45'31" W 680.65 FEET TO THE PLACE OF BEGINNING, CONTAINING 19.60 NET ACRES OF TOTAL LAND, MORE OR LESS,

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EXHIBIT 2

LEGAL DESCRIPTION FOR 33 FOOT EASEMENT

DESCRIPTION OF 33' WIDE INGRESS/EGRESS AND UTILITY EASEMENT

A 33 FOOT WIDE STRIP OF LAND BEING 18.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE NORTHWEST ¼ OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION, WHICH IS N 89°35'28" W 477.37 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION; THENCE S 12°19'21" W 175.52 FEET; THENCE ON A NON-RADIAL CURVE TO THE LEFT, HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 39°13'28", WITH A CHORD BEARING AND DISTANCE OF S 19°13'19" E 424.26 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 373.00 FEET, A CENTRAL ANGLE OF 58°12'46", WITH A CHORD BEARING AND DISTANCE OF S 09°43'40" E 362.83 FEET; THENCE S 19°22'43" W 86.21 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 53°03'59", WITH A CHORD BEARING AND DISTANCE OF S 45°54'42" W 176.90 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 51°47'35", WITH A CHORD BEARING AND DISTANCE OF S 46°32'54" W 176.45 FEET; THENCE S 20°39'06" W 42.13 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 20°06'45", WITH A CHORD BEARING AND DISTANCE OF S 10°35'42" W 70.55 FEET; THENCE S 00°32'18" W 613.11 FEET TO THE PLACE OF ENDING.

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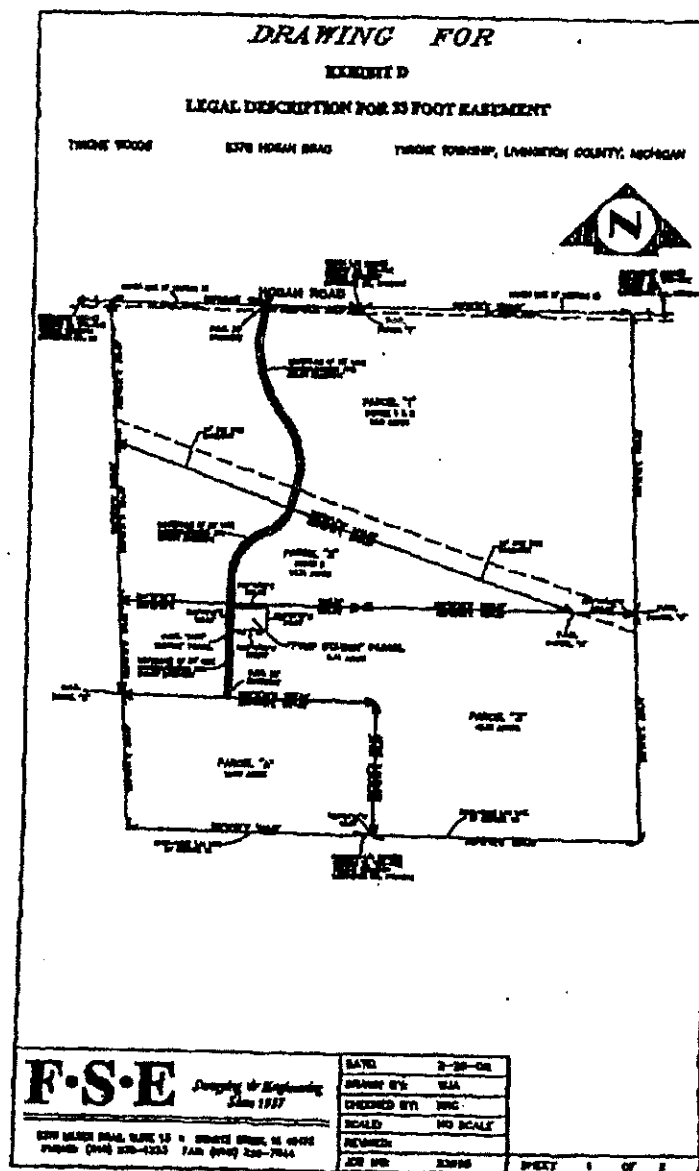


Exhibit 3

QUIT CLAIM DEED

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**KNOW ALL MEN BY THESE PRESENTS:** That the Township of Tyrone, a Michigan municipal corporation, whose street address or post office address is: 10408 Center Road, Fenton, MI 48430,

Quit Claims to Tyrone Woods, LLC, a Michigan limited liability company, whose street number is: 8378 Hogan Road, Fenton, MI 48430, the following described real property located in the Township of Tyrone, County of Livingston, and State of Michigan to-wit:

- A. An approximately 19.6 acre parcel described in Exhibit 1 attached hereto;
- B. A non-exclusive 33' foot easement, as described in Exhibit 2 attached hereto, for ingress and egress for access to the approximately 19.6 acre parcel and for constructing and maintaining an underground sanitary sewer line and utilities;
- C. A permanent 20' non-exclusive easement as described in Exhibit 3, for installation and maintenance of utilities below ground for the benefit of the 19.6 acre parcel described in Exhibit 1.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. The grantor grants to the grantee the right to make all division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

for the full consideration of: Exempt pursuant to MCL 207.505(h)(j) and MCLA 207.526(h)(i)(l).

This Deed is given in compliance with paragraph 4 of a certain Agreement entered into between the Township of Tyrone, a Michigan municipal corporation and Tyrone Woods, LLC, a Michigan limited liability company, dated \_\_\_\_\_, 2013.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

TOWNSHIP OF TYRONE  
A Michigan municipal corporation,

\_\_\_\_\_  
By: Michael Cunningham  
Its: Tyrone Township Supervisor

\_\_\_\_\_  
By: Keith Kremer  
Its: Tyrone Township Clerk

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Tyrone Township, a Michigan municipal corporation, by Michael Cunningham, Tyrone Township Supervisor, and Keith Kremer, Tyrone Township Clerk.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
Livingston County, Michigan  
Acting in Livingston County

\_\_\_\_\_  
Instrument drafted by:       JOHN K. HARRIS (P29060)  
                                     822 East Grand River Avenue, Brighton, MI 48116  
When recorded return to:     Same  
Send Subsequent Tax Bills to:   Grantee

EXHIBIT 1

LEGAL DESCRIPTION FOR 19.6 ACRE PARCEL

PARCEL "A" DESCRIPTION

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 18, T4N-R6E, TOWNSHIP OF TYRONE, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS N 89°35'28" W ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1262.34 FEET AND S 02°45'31" E 1978.94 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE S 89°19'29" E, PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 1277.24 FEET; THENCE S 00°40'27" W 679.27 FEET TO SAID EAST AND WEST 1/4 LINE (AS OCCUPIED); THENCE N 89°31'42" W, ALONG SAID EAST AND WEST 1/4 LINE, 43.61 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION; THENCE N 89°19'29" W, ALONG SAID EAST AND WEST 1/4 LINE (AS OCCUPIED), 1192.87 FEET; THENCE N 02°45'31" W 680.65 FEET TO THE PLACE OF BEGINNING, CONTAINING 19.60 NET ACRES OF TOTAL LAND, MORE OR LESS, ALSO BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

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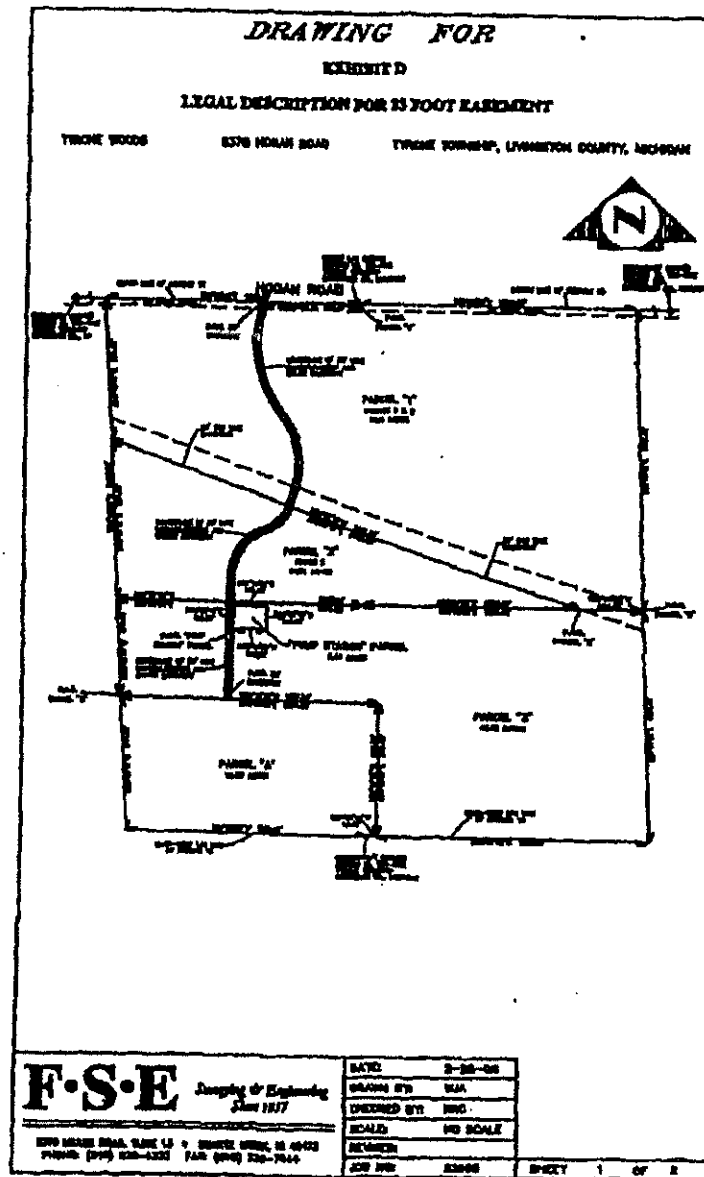
## EXHIBIT 2

### LEGAL DESCRIPTION FOR 33 FOOT EASEMENT

#### DESCRIPTION OF 33' WIDE INGRESS/EGRESS AND UTILITY EASEMENT

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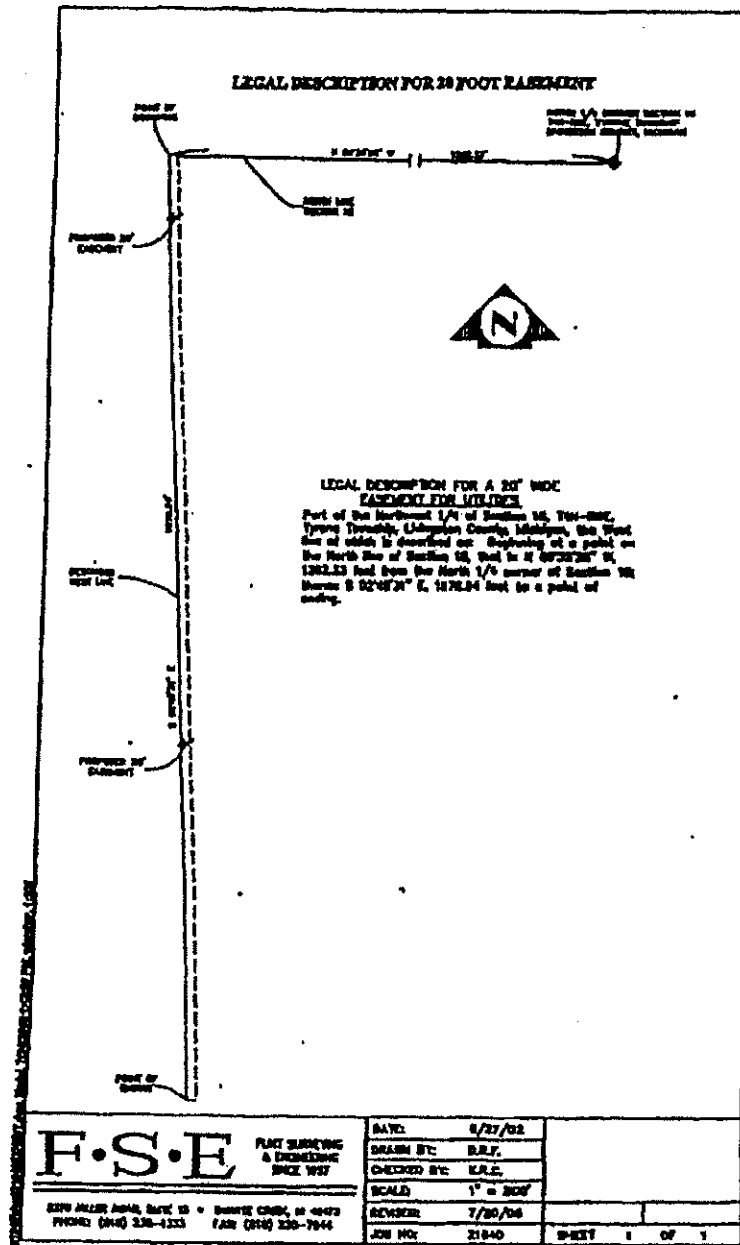
Livingston County Register of Deeds, 2008-031484

LIVINGSTON,MI  
Document: EAS 2008.31484

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Printed on 5/29/2013 1:27:47 PM

Exhibit 3.



Livingston County Register of Deeds. 2008R-031472

## LEASE

This Lease made this \_\_\_\_ day of November, 2002, between Tyrone Woods, LLC, a Michigan limited liability company, whose address is 10408 S. Center Road, Tyrone Township, Michigan 48430, as the Landlord, and the Township of Tyrone, a Michigan municipal corporation, whose address is 10408 S. Center Road, Tyrone Township, Michigan, 48430, as the Tenant.

This Lease is entered into pursuant to the provisions of the Second Consent Amendment to Judgment entered by the Court on June 28, 2002, the Circuit Court for the County of Livingston, Case No. 1022 (referred to herein as the Second Consent Amendment). A copy of the Second Consent Amendment is attached as Exhibit 2.

### 1. Definitions of Terms

#### 1.1 Landlord

Tyrone Woods, L.L.C.

#### 1.2 Landlord's Contact Person

John Chin  
3075 Parkridge Drive  
Ann Arbor, Michigan 48103

#### WITH A COPY TO:

Lawrence R. Ternan  
200 E. Long Lake Road, Ste. 110  
Bloomfield Hills, MI 48304  
(148) 645-9400

#### 1.3 Leased Property

The leased real estate, including the sewer treatment facility and spray fields located thereon, is located in the Township of Tyrone, County of Livingston, State of Michigan, more particularly described in Exhibit 1, approximately seventy (70) acres (the Property).

Under the Second Consent Amendment, Tenant may request and receive from Landlord conveyance of the 20 Acre Parcel during the lease term, in accordance with the Second Consent Amendment. If that should occur, title to some of the Property covered by this Lease will be conveyed to Tenant. In the event that should occur, the obligations contained in this Lease pertaining to the operation of the sewage treatment facility shall continue unaffected by conveyance of a portion of the Property to the Tenant.

#### 1.4. Commencement Date

The effective date of this Lease shall be December 1, 2002.

#### 1.5. Initial Term

One (1) year.

**1.6. Term**

The Initial Term and any extension from year to year as described in the Second Consent Amendment.

**1.7 Lease**

This Lease including Second Consent Amendment.

**1.8 Initial Rent**

One (\$1.00) Dollar annually

**1.9 Tenant**

Township of Tyrone  
10408 S. Center Road  
Tyrone Township, Michigan 48430

**1.10 Tenant's Contact Person**

**1.11 Tenant's Address**

Township of Tyrone  
10408 S. Center Road  
Tyrone Township, Michigan 48430

With copy to attorney: John Drury, Esq.  
2829 W. Grand River Avenue  
Howell, Michigan 48843

**2. Terms and Options to Extend**

**2.1 Initially.** Landlord leases the Property to Tenant for the Initial Term and conditions of this Lease beginning on the Commencement Date at a rental rate of One (\$1.00) Dollar annually.

**2.2 Extension.** Unless affirmatively cancelled by written agreement of Landlord and Tenant, the Initial Lease Term will be extended automatically indefinitely on a year to year basis until Tenant has made another method of treatment of sewage available to Landlord; provided, however, that if either of the events contemplated by the terms of the Second Consent Amendment, should occur, that would alleviate the need for the operation of the sewer treatment facility, this Lease shall be terminated as further provided by the Second Consent Amendment.

### 3. Use of Property

**3.1 Use of Property.** Tenant agrees to and shall operate and maintain the sewage treatment facility, including spray fields, and to accept sanitary sewage from Landlord's existing mobile home park. Such operation and maintenance by Tenant shall be performed in accordance with the customary and standard practices for sewage treatment facilities of a like kind.

Tenant shall have the sole responsibility to perform maintenance and repairs to the facility and equipment as needed. Pursuant to the terms of the Consent Amendment, Tenant shall reserve capacity for the two hundred ninety-three (293) mobile home sites which are currently licensed and Tenant shall continue to treat sewage from the Tyrone Woods Mobile Home Park in the existing sewage treatment facility. Only after obtaining all such approvals and permits and continuing to serve Landlord's existing mobile home park (293 units), Tenant may authorize additional units for properties other than Landlord's Property to be connected to the existing sewage treatment facility. The number of additional units that may be connected to the existing sewage treatment facility shall be as allowed by Tenant and approved by the Michigan Department of Environmental Quality (MDEQ). Also, pursuant to the Second Consent Amendment, Tenant shall have the right to bill Landlord and other users, subject to the duly adopted Ordinances or Board Resolutions of the Township of Tyrone.

**3.2 Tenants Compliance With Governmental Regulations.** Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements and orders now in force, or which may hereafter be imposed, by all federal, state, county, municipal and other applicable governmental authorities, pertaining to Tenant's use and occupancy of the leased premises.

In the event Tenant receives a notice of violation from a governmental authority or becomes aware of an event or condition, which would give rise to a violation, Tenant shall give prompt notice thereof to Landlord, including an accurate and complete written report of the event or condition. Tenant shall also provide to Landlord a written plan for the repair, abatement, or remediation of the violation, as the case may be, including a timetable for completion of the plan. Tenant shall promptly execute the plan at its sole cost and expense.

In the event Tenant fails to perform any act required under this section, Landlord shall be entitled to collect from Tenant any fines, penalties, expenses of repair, expenses of remediation (including professionals' expenses and consultants' fees), and all other direct and consequential damages incurred as a result of Tenant's failure to perform under this section.

Tenant shall not prepare, store, handle, transport, dispose and otherwise use substances which are denominated as hazardous under provisions of federal and state laws, regulations, and policies. Tenant shall maintain records of such compliance. All such records shall be available to Landlord upon request and reasonable notice by Landlord of a desire to review such records. Such records shall be maintained at the leased premises or at Tenant's business office at all times. Landlord may copy any such compliance records at any time.

**3.3 Obligation for Fourth Lagoon.** Landlord presently has licensed two hundred ninety-three (293) mobile home sites in Phases I and II of its mobile home park. Landlord has one hundred ten (110) additional mobile home sites already approved to be constructed in Phase III of the mobile home park. Landlord shall wait for up to three (3) years before connection of any of the

one hundred ten (110) additional mobile home sites in Phase III of the mobile home park. The permanent sewage Treatment Plant shall be operational within three (3) years from the date of entry of the Second Consent Amendment to Judgment. If the Treatment Plant is not operational within that three (3) year period, the Tenant shall construct, at no cost to Landlord, a fourth lagoon in the existing sewage treatment facility, which fourth lagoon has already been approved by the MDEQ in order to accept sewage for treatment for the additional one hundred ten (110) mobile home sites in Phase III at no cost to Landlord. The fourth lagoon shall be operational at the end of the three (3) year period, unless the permanent Treatment Plant is operational. Construction of the fourth lagoon shall not be necessary if Landlord gives the Tenant notice that Landlord is not proceeding with Phase III or the Tenant may otherwise treat the sewage from homes in Phase III. Landlord may petition this Court for specific performance and/or damages for any anticipated or actual failure of the Tenant to comply with this provision.

**3.4 Property Insurance.** Tenant shall maintain in full force and effect, in addition to any other insurance required under the terms of this Lease, property insurance in an amount sufficient to protect the subject treatment facility from partial or total loss caused by flooding, fire, natural disaster, act of God, or any other cause such that there is a partial or complete loss on the property. If Tenant shall contract for repair and/or maintenance services, Tenant shall require the contractor to carry such insurance. On all policies of insurance, Landlord shall be named as an additional insured. Copies of the Certificates of Insurance shall be provided to Landlord prior to the Tenant commencing work. All policies of insurance shall contain a provision giving Landlord thirty (30) days written notice prior to cancellation.

**3.5 Access To Leased Premises.** Landlord hereby grants to Tenant a right of ingress and egress through the existing mobile home park for access to the Property while this Lease is in effect.

#### **4. Permits and Licenses**

**4.1 Tenant's Responsibility.** The Tenant shall procure, provide and maintain in effect, all applicable state and local permits and licenses deemed necessary for the lawful operation and maintenance of the sewage treatment facility.

**4.2 Indemnification.** The Tenant further agrees to fully indemnify, defend and hold harmless the Landlord from any and all claims, complaints, causes of action and/or administrative proceedings initiated by anyone whomsoever and to pay all costs, fines, judgments and attorney fees, that arise either directly or indirectly out of the failure to procure, provide and/or maintain in effect all applicable state and local permits and licenses deemed necessary for the lawful operation and maintenance of said sewage treatment facility.

**4.3 Landlord's Duty.** Upon request, and subject to the foregoing, Landlord shall furnish all information within its possession to assist Tenant in preparing applications for applicable permits and licenses. All costs and fees incurred for testing, sampling, engineering studies, hydro geological studies and the like, as well as arrangements for same, shall remain the sole responsibility of Tenant.

## 5. Taxes; Insurance; Indemnification

5.1 **Taxes.** Tenant shall be solely responsible for and shall timely pay, if any, all taxes levied and assessed against personal property or the Property, excluding any non-exclusive easements.

Tenant shall have the right to contest all taxes, assessments, charges, and impositions. If necessary, upon Tenant's request, Landlord will execute or join in any application necessary to have originals or copies of tax and assessment bills sent to Tenant.

5.2 **Insurance, Indemnification and Waiver.** Tenant shall carry the following insurance coverage, with insurance carriers reasonably acceptable to Landlord, or provide Landlord with satisfactory evidence that Tenant is adequately self-insured. Insurance limits may be adjusted from time to time by the mutual consent of Landlord and Tenant, but in no instance shall the limits be less than those set forth below. Landlord shall be named as an additional insured on all policies and all policies shall bear an endorsement that Landlord be given thirty (30) days notice of cancellation or any material change in the coverage. At Landlord's request, Tenant shall provide Landlord with proof of insurance annually.

(a) **Workers' Compensation Insurance:** Tenant shall procure and maintain during the life of this Lease, workers' compensation insurance, including employer's liability coverage, in accordance with all applicable statutes of the State of Michigan.

(b) **Commercial General Liability Insurance:** Tenant shall procure and maintain during the life of this Lease, commercial general liability insurance on an "occurrence basis" with limits of liability not less than \$2,000,000.00 per occurrence and/or aggregate combined single limit, personal injury and property damage. Coverage shall include the following extensions: (i) contractual liability; (ii) products and completed operation; (iii) independent contractor's coverage; (iv) broad form general liability extensions or equivalents; and (v) deletion of all explosion, collapse and underground exclusions.

(c) **Motor Vehicle Liability Insurance:** Tenant shall procure and maintain, during the life of this Lease, motor vehicle liability insurance, including Michigan no-fault coverages, with limits of liability of not less than \$2,000,000.00 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles.

(d) **Additional Insured:** The commercial general liability and motor vehicle coverage as described in paragraphs 9.2(b) and (c) shall include endorsements stating the following shall be "Additional Insureds": Tyrone Woods, L.L.C, its agents, heirs, assigns, successors, or representatives.

(e) **Indemnification:** Tenant shall indemnify and hold Landlord harmless against any claim of any nature, including, but not limited, a claim for fines, penalties and taxes, or injury to personal property, arising out of or in connection with Tenant's use of the leased property, the structures, or any natural resource contained thereon.

## 6: Landlord's Representations

6.1 Title. Landlord owns good and marketable title to the Property subject to a security interest held by Huntington Bank and to no other mortgages, liens, encumbrances, easements, covenants, restrictions, judgments, or other title exceptions which might take precedence over Tenant's interest in the Property or impair Landlord's ability to Lease the Property to Tenant except for items disclosed in writing to and approved by Tenant.

6.2 Authority. Landlord has full authority to execute, deliver, and perform this Lease.

6.3 Zoning. The Property is in compliance with applicable zoning laws.

6.4 Solvency. Neither Landlord nor, if Landlord is more than one person, any party constituting a part of Landlord, has filed or is contemplating filing (nor has there been filed or threatened to be filed against Landlord or any other party) any action under any state or federal bankruptcy, insolvency or other similar laws. Neither Landlord, nor, if Landlord is more than one person, any party constituting a part of Landlord, is involved in any divorce proceedings. The Property is not involved in any probate proceedings.

6.5 No Condemnation. There are no condemnation proceedings threatened or instituted against the property.

6.6 No Litigation. There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property, except for the lawsuit pending in the Livingston County Circuit Court brought by GLS Leasing pertaining to drainage.

6.7 No Unrecorded Easements or Agreements. There are no unrecorded easements or agreements affecting the Property.

## 7 Quiet Enjoyment

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall perform all of its obligations under this Lease.

## 8: Termination

Pursuant to the terms of the Second Consent Amendment, this Lease shall terminate upon the happening of either of the following events:

- a. The completion of construction by the Township of Tyrone of a new sewage treatment plant and a determination that such plant is operational; or

\*Enclosure

- b. The existing sewage treatment facility is no longer needed because the Township of Tyrone has contracted with Genesee County to transport sanitary sewage for treatment by the Genesee County Sewage Treatment Plant; provided, however, that such contract with Genesee County must be entered into by Tenant no later than December 31, 2003.

Prior to the termination of this Lease, Tenant shall pump and remove sewage residue from the lagoons in an environmentally safe method. Tenant shall obtain all environmental permits and final approvals for closing down and terminating the existing sewage treatment facility, at its expense. Landlord shall be responsible for the restoration of the land to a condition ready for development and shall be responsible for all of the related closing and termination costs. The Tenant shall pay Landlord the sum of \$20,000, when the permanent plant becomes operational, in consideration of Landlord undertaking the obligations set forth in Paragraph 9 of the Second Consent Amendment.

#### **9: Lease Construction**

This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

#### **10: Entire Binding Understanding; No Oral Modification**

This Lease and the Second Consent Amendment shall constitute the Lease. If there is any conflict or inconsistency between the Lease and the Second Consent Amendment, the Second Consent Amendment shall control. All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

#### **11: Successors; Severability**

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord. If any provision of this Lease shall be held invalid or unenforceable, such provision shall be deemed deleted from this Lease and replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Lease shall continue in full force and effect.

#### **12: Notices**

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the

Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

### 13: Lease Memorandum

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record, or re-record, a modified Memorandum of Lease or a supplement to the Memorandum of Lease.

### 14: Environmental Matters

For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

### 15. Return of Property to Landlord

Tenant shall throughout the term of this Lease, take good care of the leased premises, fixtures, services, equipment, and appurtenances therein, and, at its sole cost and expense, make all non-structural repairs thereto, as and when needed to preserve them in good working order and condition. Upon expiration of the lease term, Tenant shall deliver up the premises in good order and condition, reasonable wear and tear excepted. Notwithstanding the foregoing, all damage or injury to the lease premises, its fixtures, services, equipment or appurtenances, that is caused by Tenant, its servants, employees, invitees or licensees in that require structural repairs, shall be repaired promptly by Tenant at its sole cost and expense.

#### LANDLORD

Tyrone Woods, LLC

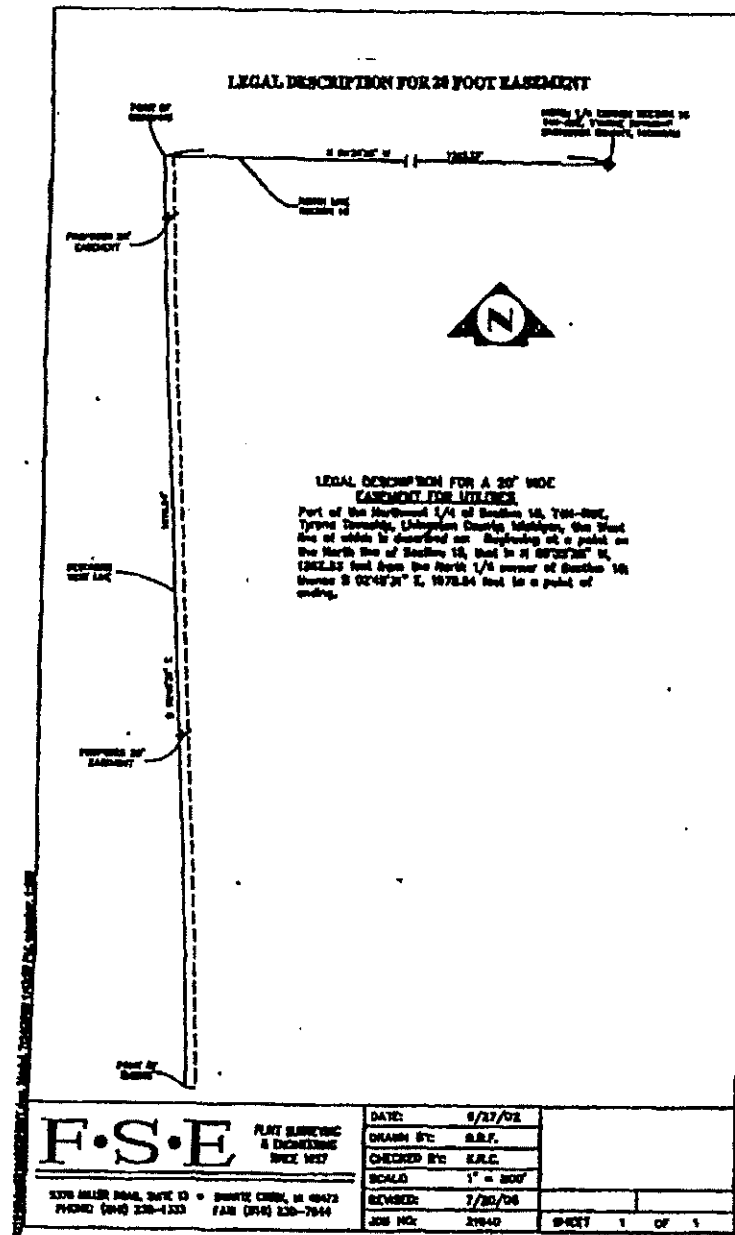
By: John Chin  
Name: JOHN CHIN  
Title: MEMBER  
Date: 11/15/02

#### TENANT

Township of Tyrone

By: [Signature]  
Name: Phillip A. Price  
Title: Tyrone Twp Supervisor  
Date: 11/15/02

## Exhibit 5



Livingston County Register of Deeds. 2008R-031472

# **NEW BUSINESS #4**

Commercial insurance policy renewal.

*Leading the Way for Michigan!*

# PROPOSAL OF COVERAGES

Public Entity Insurance  
Proposal for:

## **Township of Tyrone, Livingston County**

Effective Date: 4/1/2025



Presented by:

Jonathan Johnson  
(269) 341-9764  
jojohnson@acrisure.com



## HOW ACRISURE SERVES YOU

We specialize in Michigan public entities and understands your unique coverage needs. We are your single source for Group Benefits, Property & Liability, and Group/ Individual Retirement Planning. In addition to comprehensive coverages, we provide risk management services, employee education, onsite reviews, online enrollment, 24/7 access to each employee's benefits information, and much more.

Our Property & Casualty team has over 54 years of experience in the Public Entity Insurance Business. Friendly and professional service for all your insurance needs. Below are the coverage opportunities our team has to offer.

### Par Plan/ Open Property & Casualty

Broad coverage, competitive pricing, over 1300 Michigan entities with 96% retention.

### CFC Cyber Insurance

Cybercrime, network security privacy, liability, system damage, business interruption and phishing scams.

### Workers Compensation

Wage loss, medical treatment, rehab, death benefit and much more. Since 1912 Michigan based.

### Provident: Insurance For Emergency Services

24/7 AD&D insurance, line of duty, occupational coverage and a first responder assistance program.

Additional information on any of these programs is available upon your request!

## YOUR PROPERTY & CASUALTY TEAM



**Jon Johnson**

Ext 3163

Account Manager

[johnson@acrisure.com](mailto:johnson@acrisure.com)



**Megan West**

Ext 3178

Account Manager

[mwest@acrisure.com](mailto:mwest@acrisure.com)



**Bobbi Pritchard**

Ext 3111

Department Manager

[rpritchard@acrisure.com](mailto:rpritchard@acrisure.com)



**Kate Thomas**

Ext 3122

Service Representative

[kvthomas@acrisure.com](mailto:kvthomas@acrisure.com)



## **MICHIGAN TOWNSHIP PARTICIPATING PLAN**

- The Michigan Township Participating Plan was formed in 1985.
- The Par Plan develops coverage programs specific to every member's needs.
  - The Par Plan is a unique and proven, member-driven system that has effectively provided affordable, tailored property and casualty coverage to Michigan public entities for many years.
  - The Par Plan is a proven, historically stable program with nearly **900 Michigan Townships** and a **98% member retention rate** and a strong, long-term working relationship with its program reinsurers.
- Over **1,300 current members** already know why The Par Plan is #1 in Michigan.
- Par Plan was structured to provide more features and benefits than any other plan:
  - Non-profit Tax-exempt
  - Retain investment income
  - Stable pricing
  - Interactive website
  - Simplified application
  - Specialized loss control
  - Homogenous group

## **MTPP RISK REDUCTION GRANT PROGRAM**

The Michigan Township Participating Plan (Par Plan) established the Risk Reduction Grant Program in 2011 to continue providing its members a concentration of expert services in the public arena. This program further allows the Par Plan to partner with members and foster cooperation in an effective risk management and loss control program.

To the extent that funds are available, the Risk Reduction Grant Program has been established to assist members in reducing specific risk exposures and to assist our members in their efforts of applying effective risk management and loss control techniques for exposures the Par Plan insures.

### **GRANT QUALIFICATIONS**

The applicant must be a member of the Michigan Township Participating Plan. The longevity of membership will be a factor considered in the approval and the amount of grant that is issued. Since risk management and grants usually result in cost savings in future years, members with long continuous membership will be given priority.

First year Par Plan members are not eligible for funding.

## **GRANT SELECTION PROCESS**

The proposed grant request must present an approach which may provide a unique and innovative solution in order to assist our member in their efforts of applying effective risk management and loss control techniques covered by the Par Plan program.

The impact of the grant request must be identifiable and measurable. The grant must have a positive benefit to cost ratio; the project should demonstrate a measurable and realistic outcome to an exposure(s) and must not duplicate similar efforts already undertaken by the member. The budget for the grant request must be realistic and accompanied by supporting data.

The plan of action must have a high probability of assisting or reducing the exposure(s). Statistics or other available data demonstrating the severity or extent of the exposure(s) being addressed will enhance the possibility of receiving the grant.

## **APPLICATION & SUBMISSION**

To obtain an application visit the Michigan Township Par Plan's website at [www.theParPlan.com](http://www.theParPlan.com)

## **GRANT WINNING EXAMPLES**

- Firefighter Training of Emergency Vehicle Operations
- Police Department In-Car Cameras
- Fire Vehicle Backup Cameras
- Video Surveillance Systems
- Baseball Diamond Fence Guards
- Ambulance Front Bumper Guard
- Park Bulletin Board
- Park/Playground Fall Material or resurfacing
- Police Department Taser Training
- Smoke Detector with Direct Dial in Township Hall
- Well House Video Surveillance
- Fire & Rescue Training Structure
- EMS Power Cot
- Township Hall Emergency Lighting & Exit Signs
- Employee Training or Education
- Park Bleachers
- Cemetery Signage
- Chevron Striping on Emergency Vehicles
- Media Storage / Server for Police Patrol Recordings

# TMHCC RISK CONTROL SERVICE & CLAIMS



TOKIO MARINE  
HCC

## RISK CONTROL SERVICES

Provides customized loss control to a variety of Municipal Governments, including Cities, Counties, Towns, Townships and Villages. We also work closely with the different branches within these entities:

- Police & Fire Departments
- Public Works
- Parks & Recreation Programs
- Human Resources Departments

Our main objective is to assist Municipalities in reducing and/or transferring potential liability exposures. To help our members deal with these, we offer several types of risk control services:

- Risk Control site visits and subsequent report with recommendations for improvement
- Special event and hold harmless language reviews
- Resource materials
- Technical assistance
- Free Risk Control workshops and conferences

These services are provided by experienced risk control personnel who utilize proven risk control techniques and procedures. These techniques and procedures are continuously updated by conferring with TMHCC appointed counsel and HCC Public Risk Claim Service, Inc.\* TMHCC Risk Control Department Representatives are available to provide risk control advice and guidance at *no additional cost* to TMHCC insureds to help them avoid, reduce and/or transfer potential liability exposures.

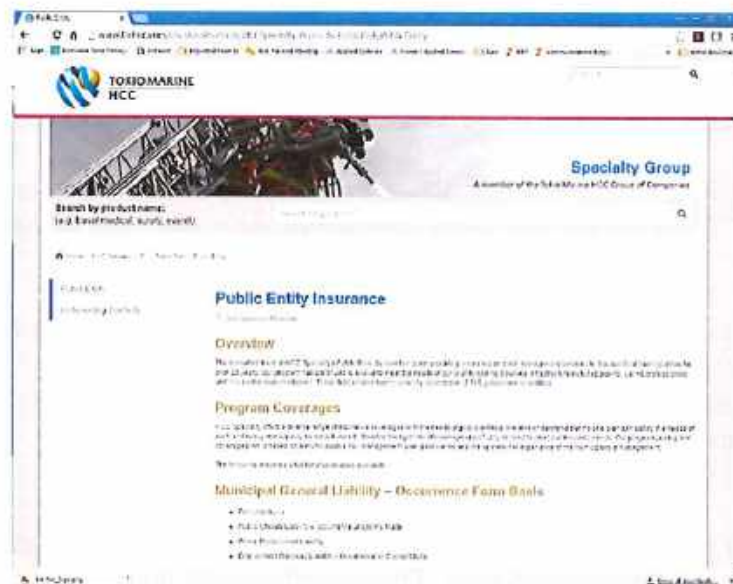
If you have any questions in regards to any of the risk control services that are provided, please contact your local TMHCC Risk Control Representative or the TMHCC Risk Control Department.

\* HCC Public Risk Claim Service, Inc. is a subsidiary of TMHCC and is the claims administrator for the TMHCC program. Information regarding TMHCC and appointed counsel is on their web page at [www.tmhcc.com](http://www.tmhcc.com).



Set your home page to **www.tmhcc.com** to visit The TMHCC web site, available to you 24 hours each day, 7 days each week.

Visit the site to learn about upcoming events such as annual conventions, important meetings and helpful workshops; learn about the board members who represent you; find contact information for all of the municipal coverage professionals who are eager to serve your needs.



TMHCC maintains some of the highest financial ratings available within the insurance industry:



**AA-**  
by Standard & Poor's



**AA-**  
by Fitch Ratings



**A+**  
by A.M. Best Company

## Service Providers



**Acrisure**  
Customer Service  
315 S. Kalamazoo Mall  
Kalamazoo, MI 49007  
888.748.7966



**Michigan Township Participating Plan**  
1700 Opdyke Court  
Auburn Hills, Michigan 48326  
248- 371-3100



**AccidentFund**  
200 N. Grand Avenue  
PO Box 40790  
Lansing, MI 48901-7990  
866-206-5851



**TMHCC**  
Risk Control Administration  
1700 Opdyke Court  
Auburn Hills, Michigan 48326  
800.878.9878



**HCC Public Risk Claim Service, Inc.**  
Claims Administration  
1700 Opdyke Court  
Auburn Hills, Michigan 48326  
800.878.9878  
24 Hour Telephone: 800.225.6561  
[publicriskclaims@tmhcc.com](mailto:publicriskclaims@tmhcc.com)



**CFC Underwriting Limited**  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

## Our Service Promise

*We promise.*

- We will promptly respond to your phone calls and emails.
- We will expedite any changes in coverage.
- We have staff on-site with expertise in the following areas:
  - Property & Casualty
  - Workers' Compensation
  - Bonds
- We will happily review your coverage at any time. We recommend review on an annual basis.
- We have the ability to review contracts or certificates you receive from other entities.
- We are willing and able to meet with you and your team to fully review coverage.

*You Serve Others. We Serve You.*





## MICHIGAN TOWNSHIP PARTICIPATING PLAN

Quote Date: March 6, 2025  
Quote for: TYRONE TOWNSHIP - LIVINGSTON  
Policy Term: 04/01/2025 - 04/01/2026  
Payment Plan: Annual  
Company: U.S. Specialty Insurance Company (USSIC)  
The Michigan Township Participating Plan (MTPP)  
Policy #: M25MTP80503-06

### General Liability - Occurrence Form (USSIC)

Subject to \$5,000,000 per Occurrence / \$0 Aggregate

#### **Subject to \$0 Deductible**

Damage to Premises Rented to you \$500,000 **Subject to \$0 Deductible**

Medical Payments \$10,000

Government Medical Included

Cemetery Professional Included **Subject to \$0 Deductible**

Pesticide or Herbicide - No Coverage

General Liability Noise Coverage - No Coverage

**Employee Benefits** - Occurrence Form - Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate

#### **Subject to \$0 Deductible**

Employee Benefits Prior Acts Coverage - No Coverage

Sewer Backup Liability \$100,000 per Occurrence / \$100,000 Aggregate

### Cyber Liability Coverage (MTPP) - No Coverage

### Liquor Liability (USSIC) - No Coverage

**Special Events:** Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

**Fireworks Liability:** Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage (Additional Premium will apply)

### Wrongful Acts Liability - Occurrence Form (USSIC)

Subject to \$5,000,000 per Occurrence / \$0 Aggregate

#### **Subject to \$0 Deductible**

**Please note: Wrongful Acts Deductible and Loss Adjustment Expenses Apply to EPLI.**

Prior Acts Coverage - No Coverage

Non-Monetary Damage \$5,000 Per Suit / \$10,000 Per Policy Limit

Private Property Use Restriction Sublimit \$50,000 per Occurrence / \$0 Aggregate

#### **Subject to \$10,000 Deductible**

### Law Enforcement Liability (USSIC) - No Coverage

### Property (USSIC)

Total Building and Contents Limit

\$3,077,629

Coinurance

N/A

#### **Subject to:**

**\$1,000 Deductible**

Blanket Basis

Included

Agreed Amount

Included

Building Valuation-per schedule on file with company

Replacement Cost

Special Form

Included

Accounts Receivable

\$250,000

Quote for: TYRONE TOWNSHIP



## MICHIGAN TOWNSHIP PARTICIPATING PLAN

Animal Mortality	\$10,000 any one occurrence
Business Income	\$500,000 any one occurrence
Extra Expense	\$500,000 any one occurrence
Debris Removal	25% of direct physical loss or damage to covered property
Electrical Utility Service Interruption	\$25,000 any one occurrence
Fire Department Service Charge	\$5,000 for your liability
Fire Equipment Recharge	\$5,000 for each separate 12 month period
Foundations of Machinery	\$250,000 any one occurrence
Golf Course Greens	\$100,000 any one occurrence
Inventory or Appraisal	\$10,000 any one claim
Newly Acquired or Constructed Prop – Bldg	\$1,000,000 for 180 days at each building
Newly Acquired or Constructed Prop – Contents	\$250,000 at each building
Outdoor Property – Specifically Listed Items	\$10,000 any one occurrence; Limited Perils
Outdoor Property – All Other Items	\$5,000 any one occurrence; Limited Perils
Personal Effects – Property of Others	\$1,000 for personal property of any one employee or volunteer
	\$50,000 any one occurrence
Property in Transit	\$15,000 any one occurrence for property of others
Property off Premises	\$50,000 any one occurrence
Underground Pipes, Flues or Drains	\$100,000 any one occurrence
Valuable Papers & Records – Cost to Research	\$1,000,000
Building Ordinance or Law	\$250,000 any one occurrence
	\$250,000 Undamaged Portion / or Demolition
	10% of reported values (Increased cost of construction)
Earthquake Coverage	\$1,000,000 <b>subject to \$50,000 Deductible</b>
Flood Coverage	\$100,000 <b>subject to \$10,000 Deductible</b>

(Any location in the following flood zones is excluded: Flood Zones A, AO, AH, A1 - A30, A99, V, V1-V30. Any area later designated by FEMA as a "special flood coverage area" at the time of a Covered Cause of Loss is also subject to this limitation. Any area removed by FEMA from a "special flood coverage area" designed at the time of a Covered Cause of Loss is not subject to this limitation.)

Equipment & Mechanical Breakdown	Included
	<b>Subject to: \$1,000 Deductible</b>
	Law and Ordinance Limit \$250,000

### Automobile (USSIC)

Based on 0 vehicles - Schedule on file with Company  
 Subject to \$5,000,000 Liability Limit  
**Subject to \$0 Deductible**  
 Hired and Non Owned Automobile Liability  
 Personal Injury Protection - No Coverage  
 Property Protection Insurance - Included  
 Mini-Tort Liability - Included  
 Hired Auto Physical Damage - No Coverage  
 Employee Vehicle Endorsement  
 Nose Coverage - No Coverage  
 Auto Catastrophic Coverage - No Coverage  
 Garage Keepers Legal - No Coverage  
 Impound Vehicles Coverage - No Coverage

### Inland Marine (USSIC)

**Subject to \$1,000 Deductible**  
 Scheduled Equipment – Per Schedule on file with company \$0

Quote for: TYRONE TOWNSHIP



## MICHIGAN TOWNSHIP PARTICIPATING PLAN

Valuation:	
Misc. Property & Equipment	\$51,000
Valuation: Replacement Cost	
Ancillary Equipment (Fire Department)	No Coverage
Valuation: Replacement Cost	
Contractors Equipment Rented From Others less than 90 days	\$0
Aircraft Non-Operating Shell	No Coverage
<b>Total Limit:</b>	<b>\$51,000</b>

### EDP (USSIC)

Total Limit	\$100,000
<b>Subject to \$1,000 Deductible</b>	
System Breakdown Coverage	Included
Loss of Business Income	\$100,000
Extra Expense	\$100,000
Media Coverage	\$100,000

### Crime (USSIC)

<b>Coverage Form B, C &amp; F Subject to: \$0 Deductible</b>	
B. Forgery or Alteration	\$250,000
C. Theft, Disappearance and Destruction In/Out	\$100,000
F. Computer Fraud	\$100,000
<b>Coverage Form O &amp; P Subject to: \$0 Deductible</b>	
O. Employee Dishonesty – Per Loss	\$100,000
P. Employee Dishonesty – Per Employee	No Coverage
Includes Faithful Performance	

Terrorism	<b>EXCLUDED</b>
USSIC Sub Total Premium:	\$31,724.00
MTTP Cyber Sub Total Premium:	\$ .00
MCCA Fee:	\$ .00
<b>Total Annual Package Premium:</b>	<b>\$31,724.00</b>

**\*\*Note:** Terrorism can be Accepted

**\*\*Note:** Optional quoted premiums are not included in installment plan premiums.

**\*\*Note:** Mold, Fungi & Bacterial Exclusion Included

**\*\*Note:** Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included

**\*\*Note:** Accounts cannot be brokered

**\*\*Note:** All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments

**\*\*Note:** Failure of any Dam, Levee or Dike Exclusion Included

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You declined terrorism coverage for the upcoming policy period. We have, therefore, not included a quotation for terrorism coverage for the renewal period and our signed declination of terrorism insurance will remain in effect as long as you are insured by this company and until you rescind the declination in writing. If you would like the above quotation to include insurance for terrorism or if you would like to know more about terrorism coverage options available to you, please advise your agent

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Quote for: TYRONE TOWNSHIP

# MICHIGAN TOWNSHIP PARTICIPATING PLAN



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## Optional Quotes and Premium:

## Special Conditions:

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NOTE: The following forms need to be signed and returned prior to binding coverage:  
~ Application Declaration

*As indicated herein, this quote remains valid until **04/01/2025** and cannot be amended or altered without express written consent of TMHCC. Also, please be aware that any required subjectivities must be received, reviewed and approved, prior to binding this risk*

Quote for: TYRONE TOWNSHIP



## Property Schedule Information

Loc.# Bldg #	FacLoc # Within 50ft	Address City, State, Zip, County Addl Description	Year Built SQ Feet	Building Contents	Remove from Blanket/Agreed	Valuation Prop Boiler	POK BF Code	BC Sprinkler	Spec Ded
4 1	N/A No	WHITE LAKE RD (VACANT LAND) FENTON, MI 48430	2007 0	\$0 \$0	No	R R	11 010	1 No	N/A
5 1	N/A No	10154 WHITE LAKE RD (COLWELL CEMETERY) FENTON, MI 48430	1970 0	\$0 \$0	No	R R	11 010	1 No	N/A
6 1	N/A No	10226 LINDEN ROAD (CLOUGH CEMETERY) FENTON, MI 48430	1970 0	\$0 \$0	No	R R	11 010	1 No	N/A
7 1	N/A No	7194 HARTLAND RD (GARDNER CEMETERY) FENTON, MI 48430	1970 0	\$0 \$0	No	R R	11 010	1 No	N/A
8 1	N/A No	8420 RUNYAN LAKE ROAD (NEW TOWNSHIP HALL) FENTON, MI 48430	2000 10,180	\$2,672,250 \$106,000	No	R R	10 100	1 No	N/A
8 2	N/A No	8420 RUNYAN LAKE ROAD- STORAGE GARAGE FENTON, MI 48430	2000 800	\$81,925 \$0	No	R R	16 401	1 No	N/A
9 1	N/A No	8420 Runyan Road (HISTORICAL TOWNSHIP) FENTON, MI 48430	1970 894	\$213,661 \$3,793	No	R R	10 100	1 No	N/A

Client Name: TYRONE TOWNSHIP  
 Application #: 3388924071001  
 Michigan Township Participating Plan



## Inland Marine Coverage

#	Serial Number Dept.	Year:	Make: Type:	Model: Actual / Replacement:	Limit:	Spec Ded:
0					\$0	N/A

Total Items:	0	Schedule Sub Total:	\$0
Miscellaneous Property and Equipment:	\$51,000		
Ancillary Equipment (Fire Department):	\$0		
Contractor's Equipment Rented From Others Limit:	\$0		
Sub Total:	\$51,000	Total:	\$51,000

Client Name: TYRONE TOWNSHIP  
Application #: 3388924071001  
Michigan Township Participating Plan



## Canine Schedule

Name	Tattoo:	Description:	Year Born:	Value:
			0	\$0

Total Value: \$0

## Electronic Data Processing Coverage Information

EDP Coverage: Yes

EDP Deductible:

OR SIR:

Deductible: Yes  
Amount: \$1,000

SIR: No  
Amount: \$0  
Aggregate Limit: \$0

Loss of Business Income Limit: \$100,000

Extra Expense: \$100,000

Media Coverage: \$100,000

System Breakdown: Yes

## Electronic Data Processing Coverage Information

###	Serial Number:	Description:	Coverage:
1.		EDP BLANKET	\$100,000

Total Items: 1

Total Coverage: \$100,000

Client Name: TYRONE TOWNSHIP  
Application #: 3388924071001  
Michigan Township Participating Plan

## *Premium Summary*

### **Township of Tyrone, Livingston County**

General Liability	Included
Employee Benefits Liability	Included
Wrongful Acts Liability	Included
Property	Included
Automobile	Included
Inland Marine	Included
EDP	Included
Crime	Included
<b>Total MTPP Premium:</b>	<b>\$31,724.00</b>

Cyber Liability, Earth Movement and Flood Coverage Quotes are available upon your written request.

#### **\*\*NOTICE**

This proposal is an overview of coverage and is merely descriptive and should be used for reference purposes only. Please refer to the coverage document for specific terms, conditions, and exclusions. Any questions should be referred to your independent insurance agent.

## Additional Forms Required

Township of Tyrone, Livingston County

### *Additional forms to be signed and returned*

- Bind Request

***\*Please Note—if these forms are not returned, it will delay the issuance of your policy.\****

Mail to:

Acrisure  
Attn: Kate Thomas  
315 S. Kalamazoo Mall  
Kalamazoo, MI 49007

## INVOICE /BIND REQUEST

Township of Tyrone, Livingston  
County 8420 Runyon Lake Road  
Fenton, MI 48430-9505

ACRISURE  
315 South Kalamazoo Mall  
Kalamazoo, MI 49007

ENTITY NAME: Township of Tyrone, Livingston County EFFECTIVE: 4/1/2025

Please bind coverage per the attached proposal premiums as indicated below.

Package

General Liability	Included
Employee Benefits Liability	Included
Wrongful Acts Liability	Included
Property	Included
Automobile	Included
EDP	Included
Crime	Included

**Total MTPP Package Premium** **\$31,724.00**

**Total Premium Submitted** **\$\_\_\_\_\_**

***PAYMENT IS DUE ON OR BEFORE POLICY EFFECTIVE DATE***

Please continue to **make checks payable to Burnham & Flower** until further notice.  
ACH or Credit Card payments may be made at <https://serviceapi.securfee.com/burnhamfloweragency>

***THANK YOU FOR YOUR BUSINESS AND CONTINUED SUPPORT!***

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**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## Cyber Coverage Proposal

### Township of Tyrone, Livingston County



*Effective:*

4/1/2025

*Presented & Administered By:*  
Jon Johnson





## DECLARATIONS

### THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

#### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

##### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD250,000 each and every claim

Deductible: USD0 each and every claim

##### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

Deductible: USD0 each and every claim



## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION D: EXTORTION

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION F: TELEPHONE HACKING

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim



### INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	USD250,000	each and every claim
Deductible:	USD2,500	each and every claim

#### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability:	USD250,000	each and every claim, sub-limited to USD250,000 in respect of <b>system failure</b>
Deductible:	USD2,500	each and every claim

#### SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability:	USD100,000	each and every claim
Deductible:	USD2,500	each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	USD250,000	each and every claim, sub-limited to USD250,000 in respect of <b>system failure</b>
Deductible:	USD2,500	each and every claim

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	USD250,000	each and every claim
Deductible:	USD2,500	each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability:	USD25,000	each and every claim
Deductible:	USD0	each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability:	USD250,000	each and every claim
Deductible:	USD2,500	each and every claim



## THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

### INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

#### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD250,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD250,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD250,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD250,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD250,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 5: MEDIA LIABILITY

#### SECTION A: DEFAMATION

Aggregate limit of liability:	USD250,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD250,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



#### INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim

## Township of Tyrone, Livingston County

4/1/2025

### Premium Summary

\$250,000 Coverage Limit	\$1,550.00
Policy Fees	\$400.00
Policy Taxes	\$38.75
<b>Total Premium:</b>	<b>\$1,988.75</b>

The above premium is an indication only and is subject to the receipt of the following:

1. Fully completed & signed application
2. Downloading & registering the CFC Incident Response Mobile App within 30 days of policy issuance.

**\*\*NOTICE:**

*This proposal is an overview of coverages and is merely descriptive and should be used for reference purposes only. Please refer to the coverage document for specific terms, conditions, and exclusions. Any questions should be referred to your independent insurance agent.*







## INVOICE

DATE: March 19, 2025

Township of Tyrone, Livingston County  
8420 Runyon Lake Road  
Fenton, MI 48430-9505

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Effective	Type	Description	Amount
4/1/2025	CYBR	Cyber Liability	\$1,550.00
		Policy Fees	\$400.00
		Taxes	\$38.75
Invoice Balance			\$1,988.75

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**Please remit payment to:**

Burnham and Flower Ins Group  
315 South Kalamazoo Mall  
Kalamazoo MI 49007

*Payment is due on or before the policy effective date.  
Thank you for your continued business!*

# **NEW BUSINESS #5**

Commercial Battery Storage Systems moratorium extension.

**RESOLUTION #2503xx**  
**TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**MORATORIUM ON BATTERY STORAGE SYSTEMS**  
**2<sup>nd</sup> EXTENSION**

**WHEREAS**, the Michigan Zoning Enabling Act, 2006 P.A. being MCL 125.3101 et seq., authorizes Tyrone Township (the "Township") to adopt reasonable regulations to control the establishment and use of Commercial Large Scale Battery Storage Systems in accordance with the Township's Master Plan; and

**WHEREAS**, the Township has become aware of an increase of Commercial Large Scale Battery Storage Systems in the region, which is an emerging land use not sufficiently contemplated in the current Master Plan nor by the current zoning for anywhere in the Township; and

**WHEREAS**, the Tyrone Township is in the process of reviewing its zoning for the purpose of updating it to include recognition of Commercial Large Scale Battery Storage Systems in the Township as an emerging land use in the region; and

**WHEREAS**, integration of Commercial Large Scale Battery Storage Systems land use within the Township's existing land uses requires suitable regulations and controls to ensure compliance with the Township's Master Plan, among other things, by preserving agricultural property, and for the protection of general health, safety and welfare of all of the Township's residents;

**WHEREAS**, this Board believes it is prudent and wise in light of the emergence of Commercial Large Scale Battery Storage Systems land uses in the region, to assure proper locating and regulation of these land uses in the Township and must consider this Resolution for Moratorium on Commercial Large Scale Battery Storage Systems so as to better protect the public health, safety, and Welfare of Township residents; and

**WHEREAS**, imposing a moratorium, on a limited temporary basis, is reasonable and necessary in order to allow the Township to fully explore, analyze, research and develop proposed amendments to the Master Plan and the Township Zoning Ordinance, and to make recommendations to the Township Board regarding such amendments applicable to Commercial Large Scale Battery Storage Systems uses in the Township; and

**WHEREAS**, the Tyrone Township Board previously adopted a moratorium for six (6) months by Resolution #240902 and which expires on March 26, 2025,

**NOW THEREFORE BE IT RESOLVED**, a moratorium is hereby imposed upon the issuance of any and all permits, licenses, or approvals for any property subject to or under the jurisdiction of the Township's Zoning Ordinance for the establishment or use of any new Commercial Large Scale Battery Storage Systems uses in the Township. The moratorium imposed by this Resolution is in effect for a six (6) month period, which will **expire September 26, 2025**, or until Commercial Large Scale Battery Storage Systems regulatory amendments to the Township's Zoning Ordinance become effective, whichever occurs first. Before this moratorium expires, the Township may by resolution extend the moratorium for up to six (6) months to allow sufficient time to complete amendments to its Zoning Ordinance, if necessary.

**RESOLVED BY:**  
**SUPPORTED BY:**

**VOTE:**

**ADOPTION DATE:** March 25, 2025

#### **CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 25, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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Pamela Moughler  
Township Clerk

# **NEW BUSINESS #6**

Commercial Wind Energy moratorium extension.

**RESOLUTION #2503xx**  
**TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**MORATORIUM ON WIND ENERGY PROJECTS**  
**2<sup>nd</sup> EXTENSION**

**WHEREAS**, the Michigan Zoning Enabling Act, 2006 P.A. being MCL 125.3101 et seq., authorizes Tyrone Township (the "Township") to adopt reasonable regulations to control the establishment and use of Commercial Large Scale Wind Energy Systems in accordance with the Township's Master Plan; and

**WHEREAS**, the Township has become aware of an increase of Commercial Large Scale Wind Energy Systems in the region, which is an emerging land use not sufficiently contemplated in the current Master Plan nor by the current zoning for anywhere in the Township; and

**WHEREAS**, the Tyrone Township is in the process of reviewing its zoning for the purpose of updating it to include recognition of Commercial Large Scale Wind Energy Systems in the Township as an emerging land use in the region; and

**WHEREAS**, integration of Commercial Large Scale Wind Energy Systems land use within the Township's existing land uses requires suitable regulations and controls to ensure compliance with the Township's Master Plan, among other things, by preserving agricultural property, and for the protection of general health, safety and welfare of all of the Township's residents;

**WHEREAS**, this Board believes it is prudent and wise in light of the emergence of Commercial Large Scale Wind Energy Systems land uses in the region, to assure proper locating and regulation of these land uses in the Township and must consider this Resolution for Moratorium on Commercial Large Scale Wind Energy Systems so as to better protect the public health, safety, and Welfare of Township residents; and

**WHEREAS**, imposing a moratorium, on a limited temporary basis, is reasonable and necessary in order to allow the Township to fully explore, analyze, research and develop proposed amendments to the Master Plan and the Township Zoning Ordinance, and to make recommendations to the Township Board regarding such amendments applicable to Commercial Large Scale Wind Energy Systems uses in the Township; and

**WHEREAS**, the Tyrone Township Board previously adopted a moratorium for six (6) months by Resolution #240903 and which expires on March 26, 2025,

**NOW THEREFORE BE IT RESOLVED**, a moratorium is hereby imposed upon the issuance of any and all permits, licenses, or approvals for any property subject to or under the jurisdiction of the Township's Zoning Ordinance for the establishment or use of any new Commercial Large Scale Wind Energy Systems uses in the Township. The moratorium imposed by this Resolution is in effect for a six (6) month period, which will **expire September 26, 2025**, or until Commercial Large Scale Wind Energy Systems regulatory amendments to the Township's Zoning Ordinance become effective, whichever occurs first. Before this moratorium expires, the Township may by resolution extend the moratorium for up to six (6) months to allow sufficient time to complete amendments to its Zoning Ordinance, if necessary.

**RESOLVED BY:**  
**SUPPORTED BY:**

**VOTE:**

**ADOPTION DATE:** March 25, 2025

#### **CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 25, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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Pamela Moughler  
Township Clerk

# **NEW BUSINESS #7**

Commercial Solar Projects moratorium extension.

**RESOLUTION #2503xx**  
**TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**MORATORIUM ON SOLAR PROJECTS**  
**4th EXTENSION**

**WHEREAS**, the Michigan Zoning Enabling Act, 2006 P.A. being MCL 125.3101 et seq., authorizes Tyrone Township (the "Township") to adopt reasonable regulations to control the establishment and use of Commercial Large Scale Solar Energy Systems in accordance with the Township's Master Plan; and

**WHEREAS**, the Township has become aware of an increase of Commercial Large Scale Solar Energy Systems in the region, which is an emerging land use not sufficiently contemplated in the current Master Plan nor by the current zoning for anywhere in the Township; and

**WHEREAS**, the Tyrone Township is beginning the process of reviewing its zoning for the purpose of updating it to include recognition of Commercial Large Scale Solar Energy Systems in the Township as an emerging land use in the region; and

**WHEREAS**, integration of Commercial Large Scale Solar Energy Systems land use within the Township's existing land uses requires suitable regulations and controls to ensure compliance with the Township's Master Plan, among other things, by preserving agricultural property, and for the protection of general health, safety and welfare of all of the Township's residents;

**WHEREAS**, this Board believes it is prudent and wise in light of the emergence of Commercial Large Scale Solar Energy Systems land uses in the region, to assure proper locating and regulation of these land uses in the Township and must consider this Resolution for Moratorium on Commercial Large Scale Solar Energy Systems so as to better protect the public health, safety, and Welfare of Township residents; and

**WHEREAS**, imposing a moratorium, on a limited temporary basis, is reasonable and necessary in order to allow the Township to fully explore, analyze, research and develop proposed amendments to the Master Plan and the Township Zoning Ordinance, and to make recommendations to the Township Board regarding such amendments applicable to Commercial Large Scale Solar Energy Systems uses in the Township; and

**WHEREAS**, the Tyrone Township Board previously adopted the most recent moratorium for six (6) months by Resolution #240904 and which expires on April 4, 2025,

**NOW THEREFORE BE IT RESOLVED**, a moratorium is hereby imposed upon the issuance of any and all permits, licenses, or approvals for any property subject to or under the jurisdiction of the Township's Zoning Ordinance for the establishment or use of any new Commercial Large Scale Solar Energy Systems uses in the Township. The moratorium imposed by this Resolution is for a six (6) month period, which **expires October 4, 2025**, or until Commercial Large Scale Solar Energy Systems regulatory amendments to the Township's Zoning Ordinance become effective, whichever occurs first. Before this moratorium expires, the Township may by resolution extend the moratorium for up to six (6) months to allow sufficient time to complete amendments to its Zoning Ordinance, if necessary.

**RESOLVED BY:**  
**SUPPORTED BY:**

**VOTE:**

**ADOPTION DATE:** March 25, 2025

#### **CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on March 25, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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Pamela Moughler  
Township Clerk

# NEW BUSINESS #8

Request for attorney John Gillooly of Garan Lucow Miller to represent the township at the public hearing to remove Chris Ropeta as ex-officio from the Planning Commission.

(No documents)

# **NEW BUSINESS #9**

Public Hearing Date Selection.

(No documents)