



COHOCTAH TOWNSHIP BOARD MEETING

November 10, 2022 at 8:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 546-0655, or mail: 10518 N Antcliff Rd Fowlerville MI 48836.

AGENDA

CALL TO ORDER

AGENDA APPROVAL

CONSENT AGENDA

- [1.](#) Minutes 10-13-2022
- [2.](#) Treasurer's Report
- [3.](#) Expenditures

UNFINISHED BUSINESS

Road Commission

Howell Fire Authority

Hall

Cemetery

- [4.](#) Public Hearing- Cemetery Ordinance

Parks and Recreation

NEW BUSINESS

- [5.](#) Sale of Property
- [6.](#) Howell Public Schools Tax Collection Agreement
- [7.](#) Planning Commission Appointment
- [8.](#) Moratorium Extension for Solar

REPORTS - WRITTEN REPORTS SUBMITTED

Zoning Board of Appeals

Planning Commission

Violations and Complaints

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - December 8, 2022

ADJOURN



COHOCTAH TOWNSHIP BOARD MEETING

October 13, 2022 at 8:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 618-7404, or mail: 3530 Gannon Rd, Howell, MI 48855.

MINUTES

CALL TO ORDER

The meeting was called to order at 8:00pm with the Pledge of Allegiance.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, ZA Fred Buckner, and 19 citizens. ABSENT: Tami Bock, Mark Torigian.

AGENDA APPROVAL

Motion made by Charette, Seconded by Fear to approve the agenda as presented.

Voting Yea: Fear, Charette, Fosdick, motion carried.

CONSENT AGENDA

Motion made by Fear, Seconded by Charette to approve the consent agenda as presented. Voting Yea: Fear, Charette, Fosdick, motion carried.

1. Minutes 09-08-2022
2. Treasurer's Report
3. Expenditures

CALL TO THE PUBLIC

Public comments were received in regards to Solar Farms.

UNFINISHED BUSINESS

4. Large Item Day Follow Up
Report given.

Road Commission

Motion made by Charette, Seconded by Fear to approve a speed study in Cohoctah Center and Oak Grove. Voting Yea: Fear, Charette, Fosdick, motion carried.

Howell Fire Authority

No report.

Hall

5. Outdoor Security Lighting

The Township will explore a grant to provide security lighting in the Township Hall parking lot.

Cemetery

6. Cemetery Ordinance

Motion made by Charette, Seconded by Fear to set a Public Hearing for the Cemetery Ordinance at the November 10, 2022 meeting. Voting Yea: Fear, Charette, Fosdick, motion carried.

7. Cemetery Security Cameras

Leave on agenda.

Parks and Recreation

Motion made by Fear, Seconded by Charette to appoint April Hodge as the Township Representative to the Fowlerville Community Schools Recreation Board.

Voting Yea: Fear, Charette, Fosdick, motion carried.

NEW BUSINESS

8. Quarterly Budget Review

Motion made by Fear, Seconded by Charette to move \$6000 from contingencies to cemetery improvements. Voting Yea: Fear, Charette, Fosdick, motion carried.

9. Assessing Update- Conflict Resolution

Report given.

10. Trash Refund Request

No refunds will be given on trash payments as stated in the newsletter.

11. Realtor Contract- Vacant Land Sale

Leave on agenda.

REPORTS - WRITTEN REPORTS SUBMITTED

Zoning Board of Appeals

No report.

Planning Commission

Report given.

Violations and Complaints

Report given.

CALL TO THE PUBLIC

Public comment received.

NEXT REGULAR MEETING DATE - November 10, 2022

ADJOURN

There being no further business the meeting was adjourned at 9:41pm.

TAMI BOCK			
COHOCTAH TOWNSHIP TREASURER			
6153 BYRON ROAD			
HOWELL MI 48855			
517-546-2510			
			Oct 2022
RECEIPTS			
	LAND USE		\$ 50.00
	INTEREST		\$ 15.79
	TRASH PICK UP		\$ 6,221.00
	CEM PLOTS		\$ 2,000.00
	BURIAL SERVICES		\$ 1,666.80
	PARK FEES		\$ 235.00
	RECEIPTS TOTAL		\$ 10,188.59
	CASH ACCOUNT ENDING BALANCE		\$ 770,738.43
	FLAGSTAR CD		\$ 112,550.86
	PNC BANK CD		\$ 55,055.18
	HUNTINGTON CD		\$ 109,385.29
	GENERAL FUND BALANCE		\$ 1,047,729.76
	TRUST AND AGENCY BALANCE		\$ 7,050.00
	CAPITAL IMPROVEMENT FUND		\$ 221,515.16
	ROAD FUND ENDING BALANCE		\$ 1,819.78
	ARPA FUND		\$ 75,749.69

EXPENDITURES - NOVEMBER 2021			
BERG ASSESSING		\$ 3,300.00	
CARLISLE/WORTMAN		\$ 587.50	
SURF INTERNET		\$ 85.00	
GRANGER		\$ 26,519.81	
COOPER & RIESTERER PLC		\$ 4,028.70	
CONSUMERS ENERGY		\$ 521.90	
VERIZON WIRELESS		\$ 233.81	
CHASE BANK		\$ 4,361.95	
ION ELECTRIC		\$ 1,200.00	
THE GROUNDS CREW		\$ 2,332.00	
LIVINGSTON CTY PRESS		\$ 250.00	
ACCIDENT FUND		\$ 1,301.00	
SPECTRUM PRINTERS		\$ 307.49	
PRINTING SYSTEMS		\$ 61.80	
LASHBROOK SEPTIC		\$ 150.00	
HIDDEN LAKE WIRELESS		\$ 45.00	
DECKER AGENCY		\$ 56.00	
ENVIRONMENTAL RUBBER		\$ 1,238.00	
RICKY FRENCH		\$ 220.00	
B FEAR		\$ 108.83	
T BOCK		\$ 16.38	
D BURDEN		\$ 90.09	
SUB TOTAL		\$ 47,015.26	
T BOCK		\$ 1,607.70	
D BURDEN		\$ 158.15	
A HODGE		\$ 149.76	
F BUCKNER		\$ 484.84	
L FLANARY		\$ 281.92	
K THURNER			\$ 193.93
M FOSDICK		\$ 1,518.70	
M JOLLIFF		\$ 727.49	
B FEAR		\$ 1,710.44	
T LITZ		\$ 715.47	
MISDU		\$ 390.50	
MERS		\$ 1,090.80	
W/H		\$ 2,508.89	
BENEPAY		\$ 51.83	
SUB TOTAL		\$ 11,396.49	
TOTAL GENERAL FND		\$ 58,411.75	
ROAD FUND		\$ -	
TOTAL EXPENDITURES		\$ 58,411.75	

October 24, 2022

Sent via email

Cohoctah Township Board of Trustees
c/o Barb Fear, Clerk
3530 Gannon Rd
Howell, MI 48855

Re: *Proposed Cemetery Ordinance; General Law Ordinance No. 26*

Dear Trustees:

Attached you will find a proposed Cemetery Ordinance for your review which, if approved, would become Ordinance No. 26. I've reviewed and revised a draft provided to me. I have some comments below.

Section 4, Sale of Cemetery Plots; Nontransferrable. You may want to consider adding one or more of the following subsections.

- (At the time of purchase from the Township, each cemetery plot shall be assigned the name of the specific person who shall be interred in that cemetery plot upon death. If the owner of a burial right to a cemetery plot desires to effectuate a name change regarding the assigned cemetery plot, the Township may allow an assignment or require that person to sell the burial right to that cemetery plot back to the Township and repurchase in the name of another person.
- The Township Board shall have the authority to place a limit on the number of burial rights to cemetery plots sold to a particular person, as well as such person's family and relatives. Furthermore, the Township shall have the absolute right and discretion to determine whether burial rights to particular cemetery plots will be sold to a specific person and where such cemetery plots will be located and within which Township cemetery. Such decision shall be based upon reasonable factors, including, but not limited to, the number of vacant cemetery plots available and whether family or relatives of the person seeking to purchase burial rights to a cemetery plots are buried adjacent or nearby the cemetery plots requested.

Section 10, Winter Burials. You may want to consider adding the following subsection.

- If a winter burial cannot occur due to inclement weather, frozen ground or similar condition, the deceased person may be kept in winter storage provided any arrangements to do so are compliant with all existing laws and by arrangement with the funeral home director. The Township disclaims all liabilities, responsibility and costs associated with any delayed burial.

Please let me know if you have any questions. I have included a Resolution for your use during the meeting. Should you elect to make any changes to the draft, I suggest you add that to the Resolution.

Very truly yours,



Abby H. Cooper, Esq.

COHOCTAH TOWNSHIP CEMETERY ORDINANCE

COHOCTAH TOWNSHIP LIVINGSTON COUNTY, MICHIGAN

Ordinance No. 26

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

THE TOWNSHIP OF COHOCTAH, COUNTY OF LIVINGSTON, MICHIGAN ORDAINS:

Section 1. Title

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

Section 2. Purpose and Intent

The Cohoctah Township Board recognizes and concludes that the proper and reasonable maintenance, appearance and use of the cemetery or cemeteries owned or controlled by the Cohoctah Township is an important function of the government of the Cohoctah Township. It is also important that burials, disinterments and other matters associated with a municipal cemetery are handled in a respectful and proper way in order to promote the safety, public health and general welfare of the community. The Cohoctah Township Board finds that the adoption and enforcement of this Ordinance is in the best interests of the property owners and residents of the Cohoctah Township.

Section 3. Definitions

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section:

- (a) A "cemetery plot" shall consist of an area in a Cohoctah Township cemetery sufficient to accommodate one burial space for one deceased person. It shall consist of a land area plotted as follows:
 - a. "Old" section: 48"x120," full burial sites.
 - b. "New" section: 42"x120," full burial sites.
 - c. "New" section: 42"x70," infant burial sites.
 - d. "New" section: 42"x30," cremation burial sites, which holds 2 urns and are restricted to flush markers only.

Exceptions may be made with Cohoctah Township permission to accommodate infant burial or the burial of cremains on full sites.

- (c) "Township" means Cohoctah Township.
- (d) "Cohoctah Township cemetery" or "cemetery" means any cemetery owned, operated and/or controlled by the Cohoctah Township.

Section 4. Sale of Cemetery Plots; Nontransferable

- (a) After the effective date of this Ordinance, cemetery plots shall be sold by Cohoctah Township for the purpose of burial for the purchaser of a cemetery plot, or his or her family. No sale shall be made to funeral directors or others, except for those acting as an agent for an eligible purchaser.
- (b) All sales and transfers of cemetery plots shall be made on a form approved by the Cohoctah Township Board and signed by the designated Township official which grants a right of burial only and does not convey any other title or right to the cemetery plot or burial site sold.
- (c) Cemetery plots are nontransferable without prior written approval by the Township in the Township's discretion. Cemetery plots may be sold back to the Township for the original purchase price for resale by the Cohoctah Township.
- (d) Cohoctah Township shall have the right to correct any errors that may be made concerning interments, disinterments, or in the description, transfer or conveyance of any cemetery plot, either by canceling the permit for a particular vacant cemetery plot or plots and substituting and conveying in lieu thereof another vacant cemetery plot or plots in a similar location within the cemetery at issue or by refunding the money paid for the cemetery plot to the purchaser or the successor of the purchaser. In the event that an error involves the interment of the remains of any person, the Cohoctah Township shall have the right to remove and transfer the remains so interred to another cemetery plot in a similar location in the same Cohoctah Township cemetery in accordance with law.
- (e) The owner of every cemetery plot shall be responsible for notifying the Cohoctah Township whenever that person's mailing address changes.

Section 5. Purchase Price for Cemetery Plots

- (a) Each cemetery plot fee schedule will be set by the Cohoctah Township board by resolution. The lawful owner of any cemetery plot within the Cohoctah Township shall promptly provide the Cohoctah Township Clerk with any change in that owner's mailing address.
- (b) All charges shall be paid to the Township and turned over to the Treasurer.
- (c) The Cohoctah Township Board may by resolution periodically alter the foregoing fees to accommodate increased costs and needed reserve funds for cemetery maintenance and acquisition.

Section 6. Grave Opening Charges

- (a) The Township may charge reasonable fees for the opening and closing of any cemetery plot, prior to and following a burial therein, and including the interment of ashes. Such fees shall be set from time to time by the Cohoctah Township Board, payable to the Cohoctah Township.
- (b) No cemetery plot shall be opened or closed except under the direction and control of the Cohoctah Township Sexton or such other individual as is designated by the Cohoctah Township Board. This subsection shall not apply to any grave opening, disinterment, or similar matter which is done pursuant to a valid court order or under the supervision and direction of local or state health department authorities; however, even in such cases, the Cohoctah Township Sexton shall be given at least forty-eight (48) hours' prior notice of when such grave opening or closing will occur.

Section 7. Markers or Memorials

- (a) All markers and memorials must be comprised of stone or other equally durable composition and shall face the same direction as the markers and memorials around them.

- (b) When a full site is used for the burial of 4 cremains, an upright stone is allowed at the head for two occupants and a flush marker is allowed midway on the site for the other two occupants. Only one (1) marker or memorial shall be permitted per cemetery plot, or one marker or memorial in total where two adjoining plots share that one marker or memorial. Headstones are limited to 12 (twelve) inches less than the width of the burial site. Markers for cremains shall be flush with the ground and shall be no more than twelve (12) inches by twenty-four (24) inches in size in the cremation areas.
- (c) The footing or foundation upon which any marker or memorial must be placed shall be constructed by the Township, or such person(s) as may be designated by the Cohoctah Township Board. Fees for such work shall be set from time to time by the Cohoctah Township Board, payable to the Cohoctah Township. The foundation includes a 2 inch border around the maker and 2 inches above grade as to prevent tipping due to frost or freezing over the winter months. Foundations can only be poured once the frost has left the ground.
- (d) Should any monument or memorial (including any monument or memorial that was in place before this Ordinance became effective) become unsightly, broken, moved off its proper site, dilapidated or a safety hazard, the Cohoctah Township Board shall have the right to correct the condition or remove the same. The Township shall make reasonable attempts to contact the owner of the cemetery plot prior to any such work beginning.
- (e) The maintenance, repair and upkeep of a cemetery memorial, marker, urn or similar item is the responsibility of the heirs or family of the person buried at that location. The Township has no responsibility or liability regarding the repair, maintenance or upkeep regarding any such marker, memorial, urn or similar item. Any repairs must be done by an insured contractor approved by the Township Board.

Section 8. Interment Regulations

- (a) Only one (1) person shall be buried in a cemetery plot, except for a parent and infant child or two (2) children buried at the same time when approved by the Cohoctah Township. Up to four (4) cremains are allowed per cemetery plot. An infant would also be allowed at the foot of a family member's grave and marked with a flush marker with township approval.
- (b) The Township shall be given not less than 48 hours' prior notice in advance of any funeral to allow for the opening of the cemetery plot with the exception being a court-ordered opening. The opening and closing of cemetery plots shall be done only by the or such person or persons as are designated by the Township.
- (c) The appropriate permit or form issued by the Township for the cemetery plot involved, together with appropriate identification of the person to be buried therein and the burial-transit permit from the health department, shall be presented to either the Cohoctah Township Sexton or the Cohoctah Township Clerk (or designated Cohoctah Township official) prior to interment. Where such permit or form has been lost or destroyed, the Cohoctah Township Sexton must be satisfied, from his or her records, that the deceased person to be buried in the cemetery plot is an authorized and appropriate person for that space before any interment is commenced or completed.
- (d) The surface of all graves shall be kept in an orderly and neat-appearing manner within the confines of the cemetery plot involved.

Section 9. Disinterments

- (a) No disinterment or digging up of an occupied grave shall occur until and unless any and all permits, licenses and written authorizations for such disinterment or digging up of an occupied

grave have been obtained from any applicable state or county agency, governmental unit or official, and a copy of the same has been filed with the Township

- (b) The Cohoctah Township Board shall have the authority to refuse to allow a disinterment or the digging up of an occupied grave if the disinterment or digging up of an occupied grave is not done pursuant to a court order (issued by a court of competent jurisdiction) or does not have a reasonable basis.

Section 10. Winter Burials

- (a) The Township may charge additional fees for winter burials.
- (b) No burials shall occur without the prior consent of the Cohoctah Township Sexton or designated Township official in the absence of the Sexton.

Section 11. Cremains

- (a) Cremains may be buried in a container approved by the Cohoctah Township in a cemetery plot or in a columbarium that has been installed by the Cohoctah Township within a Cohoctah Township cemetery.
- (b) No cremains shall be scattered or dispersed within a Cohoctah Township cemetery.

Section 12. Grounds Maintenance

- (a) Flower pots and urns may be placed and maintained at the head stones of graves no earlier than May 1 and must be removed no later than October 1 of each year. Winter holiday Grave Blankets are allowed and will be removed in the spring for the growing season. Grave blankets are not allowed during the growing season. Decorations will be permitted for holidays falling outside of these dates, but only for one (1) week prior and one (1) week following the holiday. Veteran flags and flag holders shall be governed by the Veteran's Administration rules and guidelines.
- (b) No grading, leveling or excavating within a cemetery shall be allowed without the prior permission of the Cohoctah Township Sexton or designated Township official. Furthermore, no tree, shrub, landscaping or similar plantings shall occur without the prior permission of the Cohoctah Township Sexton. Small plantings and mulch are allowed around the headstones.
- (c) The Cohoctah Township Board reserves the right to remove or trim any existing trees, plants or shrubs located within a cemetery in the interest of maintaining proper appearance and the use of the cemetery and to prevent damage.
- (d) Mounds, bricks, blocks and any borders that hinder the free use of a lawn mower or other gardening apparatus are prohibited.
- (e) The Cohoctah Township Sexton shall have the right and authority to remove and dispose of any and all growth, emblems, displays, containers and other items that through decay, deterioration, damage or otherwise become or are unsightly, a source of litter or a maintenance problem, or are otherwise placed in violation of this Ordinance.
- (f) Surfaces other than earth or sod are prohibited.
- (g) All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers and plastic flower containers must be removed from the cemetery within 10 days after a burial.
- (h) No glass containers or items are allowed.
- (i) Except for markers, memorials, flowers, and urns expressly allowed by this Ordinance, and veteran flags as authorized by law, no other item (including, but not limited to, ornaments, signs, trellises, statues, landscaping, bricks, stones, grave border materials or other structures)

shall be installed or maintained within a Cohoctah Township cemetery, nor shall any grading, digging, mounding or similar alteration of the ground or earth occur except as authorized by this Ordinance or by the Cohoctah Township.

Section 13. Disclaimer of Cohoctah Township Liability and Responsibility

Every person who enters, remains in and travels within a Cohoctah Township cemetery does so at their own risk. The Township is not responsible for any injury, accident or other calamity that might occur to any person present in a Cohoctah Township cemetery. Furthermore, the Township is not responsible for any damage or vandalism to, theft of or deterioration of any burial monument, headstone, flower urn or other item placed at or near a cemetery plot, burial site or anywhere in a Cohoctah Township cemetery. The purchaser or transferee of any cemetery plot or the equivalent (and all subsequent transferees, assigns, heirs, or beneficiaries) hereby releases, waives, indemnifies and holds harmless the Cohoctah Township for, from and against injury, death, damages, causes of action, claims, costs and expenses associated with, relating to and/or involving the cemetery plot or similar right, any headstone, monument or similar items, and any matter related to the cemetery involved. Such waiver, release and hold harmless provision shall apply not only to the Cohoctah Township, but also as to the Cohoctah Township Sexton and any Cohoctah Township employee, officer, official or agent.

Section 14. Forfeiture of vacant cemetery plots or burial spaces

(a) Cemetery plots or burial sites sold after the effective date of this Ordinance and remaining vacant for forty (40) years or more from the date of their sale shall automatically revert to the Township upon the occurrence of the following events: (1) Notice shall be sent by the Cohoctah Township Clerk by first-class mail to the last known address of the last owner of record informing him/her of the expiration of the 40-year period and that all rights with respect to said plots or spaces will be forfeited if he/she does not affirmatively indicate in writing to the Cohoctah Township Clerk within sixty (60) days from the date of mailing of such notice of his/her desire to retain such burial rights; and (2) No written response to said notice indicating a desire to retain the cemetery plots or burial spaces in question is received by the Cohoctah Township Clerk from the last owner of record of said plots or spaces, or his/her heirs or legal representative, within sixty (60) days from the date of mailing of said notice.

(b) Unused cemetery plots and burials rights may also be terminated and forfeited after a period of seven (7) years for failing or neglecting to care for and maintain burial spaces pursuant to the procedures and conditions set forth in 1931 PA 46, MCL 128.11, et seq.

Section 15. Records

The Cohoctah Township Sexton shall maintain records concerning all burials, cemetery plots, issuance of burial permits and any other records of the Cohoctah Township related to Cohoctah Township cemeteries, and the same shall be open to public inspection upon request.

Section 16. Vaults

(a) All full burials shall be within a standard concrete vault (which meets all applicable laws) installed or constructed in each cemetery plot before interment. Vaults of other suitable materials may be allowed at the discretion of the Township.

(b) Cremains shall be in a container approved by the Township.

Section 17. Cemetery Hours

Unless otherwise specified by the Cohoctah Township Board by resolution, all Cohoctah Township cemeteries shall be closed during the hours from dusk to dawn the next morning. During those hours, no person shall be present in a Cohoctah Township cemetery. Such prohibition on being present in a Cohoctah Township cemetery during the time when a Cohoctah Township

cemetery is closed shall not apply to the Cohoctah Township Sexton, any Cohoctah Township official, a person accompanied by the Cohoctah Township Sexton or other Cohoctah Township Name official, or any law enforcement or firefighting official when engaged in the lawful duties of any such office or position.

Section 18. Prohibited Uses and Activities

The following prohibitions shall apply within any Cohoctah Township cemetery:

- (a) No person shall destroy, deface, apply graffiti to or otherwise injure any monument, marker, memorial, sign, tree or other lawful item located within a Cohoctah Township cemetery.
- (b) No person shall disturb the peace or unreasonably annoy, harass or disturb any other person who is lawfully present on the grounds of any Cohoctah Township cemetery.
- (c) No vehicles shall be permitted to drive on lawns or cemetery plots in a cemetery except as deemed necessary for cemetery maintenance.
- (d) There shall be no entry or presence in the cemetery by any person when the cemetery is closed or outside of authorized times.
- (e) There shall be no destruction of cemetery property.
- (f) There shall be no destruction, defacing, cutting, etc., of any tree or plant within a cemetery.
- (g) There shall be no headstones, ornaments, vases, plastic flowers, fences, benches, trellises, statues, signs or any other item placed, kept, installed or maintained in a cemetery except those expressly allowed by this Ordinance.
- (h) There shall be no disturbing of the peace or engaging in any loud or boisterous conduct.
- (i) There shall be no digging, grading or mounding unless expressly authorized by this Ordinance.
- (j) There shall be no driving of an automobile, truck or any vehicle on any portion of a cemetery except the designated roads or drives.
- (k) There shall be no snowmobiles, four-wheelers, go-carts or similar vehicles.
- (l) There shall be no gathering of persons in excess of 75 people without prior Cohoctah Township approval (except during or incidental to a funeral occurring concurrent with burial).
- (m) There shall be no disinterment or grave openings unless approved and conducted by the Cohoctah Township.
- (n) There shall be no possession or consumption of any alcoholic beverage.
- (o) There shall be no picnicking or consumption of food without prior Cohoctah Township approval.
- (p) There shall be no music, playing of any radio, or the use of any amplification device or similar item, except pursuant to a military ceremony or a funeral.
- (q) There shall be no solicitation or peddling of services or goods or any signs or placards advertising any goods or services.
- (r) There shall be no littering or dumping.
- (s) There shall be no unlawful interference with or disruption of a lawful funeral or funeral procession.
- (t) There shall be no private signs, lighting, moving displays or changeable copy on a sign.
- (u) There shall be no fires, candles or open flames.

- (v) No children under twelve (12) years of age shall be allowed in any Cohoctah Township cemetery unless accompanied by an adult and are properly supervised by an adult.
- (w) There shall be no domestic animals of any kind or pets allowed within the cemetery grounds. However, this prohibition shall not apply to dogs service animals as permitted by law.
- (x) No firearms or archery arrows shall be discharged or shot except that military or other veterans' organizations may carry arms for the purpose of firing over the grave at the burial of a member.
- (y) No person shall engage in any fight, quarrel or disturbance.
- (z) Cremains or ashes of a deceased person shall not be scattered or dispersed except in designated scatter areas.
- (aa) There shall be no dumping, vandalizing or tipping over of any lawful garbage container or receptacle.
- (bb) In cremation designated areas, no flowers, décor or plantings can be used on any of the sites. Only flush markers are allowed. Veteran's flags are allowed with timely removal.

Section 19. Authority of the Cohoctah Township Sexton

- (a) The Cohoctah Township Board shall appoint a Cohoctah Township Sexton, who shall serve at the discretion of the Cohoctah Township Board. The Cohoctah Township Sexton may be a Cohoctah Township employee or independent contractor for the Cohoctah Township at the discretion of the Cohoctah Township Board.
- (b) The Cohoctah Township Sexton shall assist other Cohoctah Township officials with the enforcement and administration of this Ordinance.
- (c) The Cohoctah Township Sexton shall have such duties and obligations with regard to Cohoctah Township cemeteries as may be specified from time to time by the Cohoctah Township Board.

Section 20. Fees

The Cohoctah Township Board shall have the authority to set fees pursuant to this Ordinance from time to time by resolution. Such fees can include, but are not limited to, a fee or fees for a burial permit, disinterment permit, grave opening, setting of foundations, grave closing, winter or holiday burial, the price for a new cemetery plot, transfer fees for cemetery plots, and other matters.

Section 21. Applicability of this Ordinance

- (a) This Ordinance shall apply only to cemeteries owned, controlled or operated by the Township.
- (b) The provisions of this Ordinance shall not apply to Cohoctah Township officials or their agents or designees involved with the upgrading, maintenance, administration or care of a Cohoctah Township cemetery.
- (c) The provisions of this Ordinance shall not apply to police officers or firefighting officials or officers involved in carrying out their official duties.

Section 22. Interpretation/Appeals to the Cohoctah Township Board

- (a) The Cohoctah Township Board shall have the authority to render binding interpretations regarding any of the clauses, provisions or regulations contained in this Ordinance and any rule or regulation adopted pursuant to this Ordinance, as well as their applicability. The Cohoctah Township Board (or its designee) is also authorized to waive application of the strict letter of any provision of this Ordinance or any rules or regulations promulgated under this

Ordinance where practical difficulties in carrying out the strict letter of this Ordinance or any rules or regulations related thereto would result in hardship to a particular person or persons or the public. Any such waiver, however, must be of such a character as it will not impair the purposes and intent of this Ordinance.

- (b) Any party aggrieved by any interpretation or decision made by the Cohoctah Township Sexton or any Cohoctah Township official, agent or contractor pursuant to this Ordinance, as well as any matter relating to a Cohoctah Township cemetery, rights to a cemetery plot, or other matter arising pursuant to this Ordinance, shall have the right to appeal that determination/decision or matter to the Cohoctah Township Board. Any such appeal shall be in writing and shall be filed with the Cohoctah Township within thirty (30) days of the date of the decision, determination or other matter being appealed from. The Cohoctah Township shall give the aggrieved party who filed the written appeal with the Cohoctah Township at least ten (10) days' prior written notice of the meeting at which the Cohoctah Township Board will address the matter unless an emergency is involved, in which case the Cohoctah Township shall utilize reasonable efforts to notify the aggrieved party who filed the appeal of a special or emergency meeting of the Cohoctah Township Board at which the matter will be addressed. Pursuant to any such appeal, the decision of the Cohoctah Township Board shall be final.
- (c) The Cohoctah Township Board may set a fee or fees for any such appeal from time to time by resolution. For any such appeal that occurs at a time other than a regularly scheduled board meeting, a fee will be determined.

Section 23. Authority of the Cohoctah Township to Remove Unauthorized or Unlawful Items from a Cohoctah Township Cemetery

Any monument, marker, planting, trellis, personal item, urn, flowers or foliage (whether real or artificial), structure, flag (except for lawful veterans flags), or other item that has been placed, installed, left or maintained in any Cohoctah Township cemetery in violation of this Ordinance, any Cohoctah Township rule or regulation regarding Cohoctah Township cemeteries, or any county, state or federal law, statute or regulation may be removed by the Cohoctah Township from the Cohoctah Township cemetery at any time and destroyed or disposed of by the Cohoctah Township without any prior notice to, permission from, or liability or obligation to the person or persons who left, installed, maintained or kept such item in the Cohoctah Township cemetery. No such item (including, but not limited to, a monument, marker, planting, trellis, personal item, urn, flowers or foliage, structure, flag, or similar item) can be installed, placed, maintained or kept in a Cohoctah Township cemetery unless expressly authorized by this Ordinance or a written rule or policy of the Cohoctah Township. Even if such an item is authorized to be installed, kept, maintained or left in a Cohoctah Township cemetery, the Cohoctah Township shall still have the discretion to remove any such item at any time and dispose of the same without prior notice to, consent from or liability to the person or persons who installed, maintained or left such item in a Cohoctah Township cemetery.

Section 24. Enforcement; Penalties

A violation of this Ordinance (or of any rule or regulation adopted pursuant to this Ordinance) constitutes a municipal civil infraction and may be prosecuted according to the policies and procedures of the Cohoctah Township Municipal Civil Infraction Ordinance. The Township may enforce the provisions of this Ordinance by any other method permitted by ordinance or applicable law. Each day during which any violation continues shall be deemed a separate violation. A violation of any permit or permit condition issued pursuant to this Ordinance shall also constitute a violation of this Ordinance.

Section 25. Cohoctah Township Officials Who Can Enforce this Ordinance

Unless otherwise specified by the Cohoctah Township Board by resolution, the following officials or officers shall have the authority to enforce this Ordinance and to issue municipal civil infraction citations/tickets pursuant to this Ordinance:

- Cohoctah Township Supervisor
- Cohoctah Township Sexton
- Cohoctah Township Ordinance Enforcement Officer
- Any deputy of the Livingston County Sheriff's Department
- Any State Police Officer

Section 26. Severability

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

Section 27. Effective Date; Conflicts

This ordinance shall take effect 30 days after publication. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

CERTIFICATION

I hereby declare the above is a true copy of an ordinance adopted by the Cohoctah Township Board at a meeting held on November 10, 2022, at the Cohoctah Township Hall, pursuant to the required statutory procedures.

Respectfully submitted,

Barb Fear, Cohoctah Township Clerk

**RESOLUTION TO ADOPT THE COHOCTAH TOWNSHIP
CEMETERY ORDINANCE**

Resolution No. 221110-_____

Cohoctah Township

WHEREAS, the Township Board desires to enact an ordinance to protect the public health, safety and general welfare by establishing regulations relating to the operation, control, maintenance and management of cemeteries owned, controlled or operated by Cohoctah Township; to provide penalties for the violation of said ordinance, and to repeal all ordinances or parts of ordinances in conflict therewith;

WHEREAS, the Board has reviewed and wishes to adopt a general law ordinance entitled Cohoctah Township Cemetery Ordinance to be numbered and known as general law Ordinance 26;

WHEREAS, the Board held a public hearing on November 10, 2022;

WHEREAS, authority is provided to the Board to establish such an ordinance pursuant to MCL 41.181, MCL 128.61 et seq, and MCL 333.2426 et seq ;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board hereby enacts the Cohoctah Township Cemetery Ordinance, which shall be known as General Law Ordinance No. 26, as presented.
2. All other ordinances, policies, and procedures that are in conflict are hereby repealed.

The foregoing resolution offered by Board Member _____.
Second offered by Board Member _____.

Upon roll call vote the board members voted as follows:

Fosdick:

Bock:

Fear:

Charette:

Torigian:

The Supervisor declared the resolution adopted at a regular meeting of the Township Board held on November 10, 2022.

Barbara Fear, Clerk



LIVINGSTON COUNTY ASSOCIATION OF REALTORS® STANDARD PURCHASE AGREEMENT

PURCHASER (legal name) Tracey Litz Marital Status Married

PURCHASER (legal name) David Litz Marital Status Married

PURCHASER'S Current Address 10635 N Antcliff Road, Fowlerville, MI 48336

SELLING OFFICE Prestige Real Estate Group LLC Phone (810) 599-7328 Office ID 367159

SELLING AGENT Tammy Miller Phone (517) 376-0355 License# 286852

LISTING OFFICE Prestige Real Estate Group LLC Phone (810) 599-7328 Office ID 367159

LISTING AGENT Tammy Miller Phone (517) 376-0355 License# 286852

1. THE PURCHASER hereby offers and agrees to purchase, subject to easements and restrictive covenants of record, the following property in the

☐ CITY ☐ VILLAGE ☒ TOWNSHIP of Fowlerville, County of _____

Michigan described as follows: SEC 9 T4N R4E COM 11 3/4 RDS N OF NE COR OF NW1/4 OF SW1/4 OF SEC, W 80 RDS, N 12 RDS FOR BEG, N 20 RDS, E 40 RDS, S 20 RDS, W 40 RDS TO BEG. 5 AC also known as v/l Antcliff Tax ID# _____ together with all fixtures and appurtenances in or on the premises (unless specifically excluded herein) including, if any, lighting fixtures, shades, blinds, drapery/curtain and drapery/curtain hardware and rods, attached mirrors and all bathroom mirrors, attached generators, attached humidifier, ventilating fixtures, screens, storm doors and windows, garage door openers and transmitters, water softener (rental units excepted) and water treatment systems, built in appliances, heating unit including wood stove and fireplace gas logs, mail box, awnings, all TV antennae, landscaping, flagpole, all hardwired audio/security systems and related equipment, central vacuum and attachments, as well as the following personal property for which a bill of sale shall be given.

Included: _____

Excluded: _____

and to pay therefore the sum of Sixty Five Thousand Dollars DOLLARS (\$65,000.00).

Unless otherwise noted, Seller shall deliver a warranty deed conveying marketable title to Purchaser at closing.

2. THIS OFFER IS MADE SUBJECT TO FINANCING TERMS AND SATISFACTORY COMPLETION OF THE FOLLOWING CONDITIONS AS MARKED

a) ☒ CASH SALE: Payment of purchase money to be made by wire transfer or equivalent funds.

b) ☐ CASH SALE WITH NEW MORTGAGE: This Purchase Agreement is contingent upon Purchaser being able to secure a

☐ Conventional ☐ FHA ☐ 203K ☐ VA ☐ Rural Development ☐ Seller Financed/Other (See attached LCAR Financing Addendum)

mortgage in the amount of \$ _____ OR _____ % of sale price for a term of _____ years and pay

\$ _____ OR _____ % of sale price down, plus mortgage costs, prepaid items and adjustments in cash.

Purchaser's Initials TL DL Seller's Initials _____ Page 1 of 6

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Purchaser further agrees to apply for such mortgage within _____ calendar days from acceptance of this Purchase Agreement at Purchaser's own expense and shall comply with all requirements of said lending institution in a timely manner. If a loan approval from the lending institution cannot be obtained at no fault of the Purchaser within _____ days from the date of acceptance of this Purchase Agreement, this Purchase Agreement may be declared null and void by the Seller and Deposit shall be returned to Purchaser. Receipt of loan approval from the Purchaser's lending institution within time limit will eliminate this contingency.

3. EARNEST MONEY DEPOSIT The Broker is hereby authorized to present this offer and the Deposit of \$1,000.00 _____:

☐ CASH ☐ CHECK # _____ ☒ OTHER _____ upon acceptance _____.

To be held by ☒ Selling Broker OR ☐ _____, which Deposit shall be applied to the purchase price at closing.

If held by Selling Broker, Broker shall comply with the Michigan Occupational Code and related rules.

If the sale is not consummated, any release of the Purchaser's Deposit will require a mutual release of the Purchase Agreement signed by all parties.

4. OCCUPANCY The property is ☐ Owner occupied ☐ Tenant occupied ☒ Vacant.

(Check one box below)

☒ To be given at closing.

☐ Seller shall deliver and Purchaser shall accept possession of said property subject to rights of present tenants, if any. If Seller occupies property, it shall be vacated and keys surrendered _____ calendar days after closing per the terms of an occupancy disbursement form. From the day after closing through the day of vacating the property as agreed, Seller shall pay as indicated _____ per day. The Escrow Agent shall retain from the amount due to Seller at closing the amount equal to _____ days of said occupancy charge, paying to Purchaser the amount due and returning to Seller the unused portion as determined by date property is vacated and keys surrendered. The parties acknowledge that the Brokers and/or Escrow Agent have no obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the property, and may be acting only as an Escrow Agent holding the occupancy deposit. From the date of closing, Purchaser will maintain hazard insurance on the property and Seller will maintain insurance for liability and Seller's personal property. Purchaser is not responsible for damage or injury to Seller or Seller's personal property. Seller will not be required to pay for losses covered by Purchaser's hazard insurance policy. However, Seller will pay the deductible on Purchaser's hazard insurance for any claims made while Seller is in possession which are attributable to Seller's acts or omissions.

☐ See attached LCAR Occupancy Addendum

5. PROPERTY INSPECTION(S) Purchaser shall have the option to inspect and examine the property at Purchaser's expense. This contingency expires on or before 7 days after acceptance of this Purchase Agreement. In the event Purchaser neither expressly waives this contingency nor provides notice pursuant to subparagraphs (a) or (b) below, this contingency shall be deemed waived. Purchaser's examination may include, but is not limited to, inspections and tests relating to building structure, mechanical systems, environmental items, water, septic, pest or any other matter Purchaser may deem necessary for Purchaser's intended use. Purchaser shall restore the property to its prior condition after examination. If Purchaser is not satisfied with the results of any examination for any reason during the inspection period, Purchaser will notify Seller in writing that Purchaser:

(a) Declares this Purchase Agreement null and void and Deposit will be returned to Purchaser

OR

(b) Purchaser proposes an amendment to this Purchase Agreement. Purchaser and Seller have 3 days to mutually agree upon an amendment, or this Purchase Agreement may be declared null and void by either party and the Deposit will be returned to the Purchaser.

PURCHASER ACKNOWLEDGES THAT BROKER/AGENT HAS RECOMMENDED PURCHASER OBTAIN AN INSPECTION OF THE PROPERTY.

☐ **Purchaser does not choose to inspect or examine the property and accepts the property AS IS.**

Purchaser's Initials TL MS Seller's Initials _____ Page 2 of 6
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6. TITLE INSURANCE Seller shall provide Purchaser at Seller's expense an owner's policy of title insurance from a title company of Seller's choice in the amount of the purchase price. Said policy to be: (Check one box below)

☒ With Standard Exceptions

☐ Without Standard Exceptions (if chosen owner's policy is unavailable then a With Standard Exceptions Policy shall be issued)

☐ Expanded Coverage (if chosen owner's policy is not available then a Without Standard Exceptions Policy shall be issued)

(Check one box below)

☐ Seller ☐ Purchaser to pay cost of survey if required to obtain chosen owner's policy.

Seller will apply for a commitment for title insurance within 7 calendar days after the date of acceptance of this Purchase Agreement. Upon receipt of the commitment, Purchaser shall have 7 calendar days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If the Seller is unable or unwilling to remedy the defects within 30 days, this Purchase Agreement shall terminate and the Deposit shall be returned to Purchaser or the Purchaser may waive the defect and complete this transaction.

When applicable, Purchaser may obtain a loan policy from a title company of Purchaser's choice.

7. DEFAULT Failure to perform any obligation of this Purchase Agreement by Seller or Purchaser shall constitute default. If Purchaser defaults, Seller may, at Seller's option, terminate the Purchase Agreement and pursue all available legal and equitable remedies or seek forfeiture of the Deposit as liquidated damages. If Seller defaults, Purchaser may pursue all available legal and equitable remedies and may also terminate the Purchase Agreement and seek a refund of the Deposit.

8. CLOSING COSTS Unless otherwise provided in this Purchase Agreement, it is agreed that Seller shall pay all state and county transfer taxes and costs required to convey marketable title. Unless otherwise provided in this Purchase Agreement, Purchaser shall pay the cost of recording the deed and/or security interest, all mortgage closing costs required by lender, and any purchaser closing fee charged by the title insurance company/agency that issues the loan policy in a lender financed sale. Seller and Purchaser shall split equally any closing fees charged by the title insurance company/agency in a cash or seller financed sale. Any transfer or status letter fees charged by the homeowners or condominium association shall be split equally between Purchaser and Seller.

At closing, Seller agrees to contribute up to \$ 0.00 or _____ % of the purchase price toward Purchaser's closing costs, prepaid items, property tax prorations, escrows, insurance and/or any other fees allowable by lender.

9. PRORATED ITEMS Seller shall be responsible for all real estate taxes for years prior to the year in which the closing occurs and the Purchaser shall be responsible for all real estate taxes for years after the year in which the closing occurs. Taxes for the year in which the closing occurs shall be prorated such that Seller is responsible for that portion of the taxes through and including the date of closing. For purposes of this paragraph, taxes shall be deemed paid in advance based on due date of July 1 for summer taxes (covering the period July 1 through the following June 30) and December 1 for winter taxes (covering the period December 1 through the following November 30).

Purchaser shall assume the balance of all assessments which have been assessed or levied against the property by any public agency, taxing unit, homeowner's association, or condominium association. Any rent, homeowner's association dues, condominium dues, or assessment installment payments not otherwise included in the tax bills shall be prorated and adjusted to the date of closing.

☐ In lieu of the tax proration method set forth in paragraph 9 above, see attached Specific Contingencies/Terms Addendum.

10. FEES OR CONSIDERATIONS Purchaser and Seller hereby acknowledge that Broker(s) may accept a fee or consideration with regard to listing agreement, buyer broker contract, placement of a home warranty, or any other ancillary products or services arising from this transaction.

Purchaser's Initials TL MS Seller's Initials _____ page 3 of 6

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11. CONDITION Until possession is delivered, Seller agrees to keep the property in substantially the same condition as of the date of this Purchase Agreement and agrees to maintain heating, well, septic, plumbing, electrical system, landscape irrigation system and other equipment in normal working order; to keep the roof watertight and maintain the grounds. Seller agrees to keep all utility services operating until possession is delivered. Upon vacating the property, Seller agrees to remove all debris and leave the property in "broom clean" condition. In the event the property herein has been winterized, it shall be the obligation and expense of Seller to de-winterize the property prior to closing. Purchaser has a right to a walk-through inspection of the property within 72 hours prior to closing. This walk-through will provide Purchaser with an opportunity to confirm that this paragraph has been complied with and should not be deemed an opportunity to renegotiate the terms and conditions of this Purchase Agreement.

12. HEIRS, SUCCESSORS AND ASSIGNS This Purchase Agreement binds Seller, Seller's personal representatives, heirs, and anyone succeeding to Seller's interest in the property. Purchaser shall not assign this Purchase Agreement without Seller's prior written consent.

13. RELEASE Purchaser and Seller acknowledge that the Broker(s), their respective agents, employees and representatives have made no representations concerning the condition of the property covered by this Purchase Agreement or marketability of title. Purchaser and Seller release, indemnify and hold harmless the Brokers, their respective agents, employees and representatives, with respect to all claims arising out of or related to this Purchase Agreement, addenda and/or counter-offers. This release also includes, but is not limited to, all claims arising from any purported representations as to the physical and environmental condition of the property or marketability of title and special assessments covered by this Purchase Agreement. Purchaser and Seller acknowledge that Broker(s), their respective agents, employees and representatives are not acting as appraisers, builders, accountants, environmentalists, engineers, surveyors, inspectors, tax advisors or attorneys.

14. LIMITATION Purchaser and Seller agree any and all claims and/or lawsuits which they may have against the Brokers, their respective agents, employees and representatives relating to their services must be filed no more than 6 months after the date of closing of the transaction described in this Purchase Agreement. Purchaser and Seller waive any statute of limitations to the contrary.

15. ELECTRONIC SIGNATURES/COMMUNICATION Purchaser and Seller acknowledge and agree that this Purchase Agreement, any amendment or modification of this Purchase Agreement and/or any written notice or communication in connection with this Purchase Agreement may be delivered to Seller in care of Listing Broker and Purchaser in the care of the Selling Broker via electronic mail or by facsimile. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. Seller represents and warrants an electronic email address has been provided to the Listing Broker from which Seller may receive electronic mail. Purchaser represents and warrants an electronic email address has been provided to Selling Broker from which Purchaser may receive email.

STIPULATION FOR ELECTRONIC STORAGE OF INSTRUMENTS AND DOCUMENTS The undersigned Seller hereby stipulates and acknowledges that all documents relating to this Agreement and all records and correspondence relating thereto, whether now existing or created hereafter, may be stored as electronic images and the originals of the electronically stored documents may be destroyed. The electronic images shall be deemed to serve as the original documents thereafter.


16. COUNTERPARTS This Purchase Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

17. GENERAL PROVISIONS

- a. **This is a legally binding contract and all parties acknowledge that they have been advised to have an attorney review the transaction on their behalf.**
- b. Principal Residence Exemption(PRE):

The Seller represents the PRE ☐ **IS IN EFFECT** for this property and taxes will be prorated accordingly **OR**

☒ **IS NOT IN EFFECT** for this property and taxes will be prorated accordingly.

Purchaser's Initials TL  Seller's Initials _____ Page 4 of 6
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18. ADDITIONAL TERMS/CONDITIONS (Check if applicable)

- ☐ Agency Disclosure Form attached.
- ☐ Seller's Disclosure Form received.
- ☐ Lead-Based Paint Disclosure received and is a part of this Agreement.
- ☐ Fuel in tank(s) ☐ Is included in the sale price ☐ Is not included in the sale price and fuel shall be prorated at time of Possession.
- ☐ Escrow Agent shall retain \$300.00 from Seller at closing for water/sewer charges to date of occupancy, if applicable. When the final bill is paid any unused portion will be returned to Seller.
- ☐ Contingency on sale and closing of Purchaser's property (no offer pending) (See attached LCAR Contingent on Sale and Closing of Purchaser's Property Addendum).
- ☐ Contingency on closing of sale on Purchaser's property (sale pending) (See attached LCAR Contingent on Sale and Closing of Purchaser's Property Addendum).
- ☐ This is a back-up offer (See attached Specific Contingencies/Terms Addendum).
- ☐ Appraisal – This Purchase Agreement is subject to the property appraising at purchase price or higher. Said appraisal to be paid for by Purchaser. If property does not appraise at purchase price or higher, Purchaser shall have the option to declare this Purchase Agreement null and void and Deposit shall be returned to Purchaser.
- ☐ Subject property abuts a private road which has not been accepted as a public road and is not required to be maintained by the County Road Commission or other public or municipal body.
- ☐ Offer is void if not accepted by **Date** _____ **Time** _____ Eastern Time.
- ☒ Closing of this purchase to be on or before 11/10/2022 at Listing Broker's office or location of Seller's choice.
- ☐ Home Warranty ☐ Excluded ☐ Included ☐ To be paid for by _____.
- ☐ Attorney package of the closing documents required at least 3 days prior to closing.
- ☐ FHA or VA Financing Addendum required (See attached addendum).
- ☐ Arbitration Addendum attached
- ☐ Other addendum(s) attached _____.

19. LAND DIVISION ACT (For unplatted land only) Seller and Purchaser agree that the following statements shall be included in the deed at the time of delivery:

- (a) The grantor grants to the grantee the right to make _____ (insert "All", "Zero" or a specific number, as appropriate) division(s) under section 108 of the Land Division Act, MCL 560.108.
- (b) 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.

CAUTION: If the space contained in subparagraph (a) above is left blank on the deed, the deed will NOT grant Purchaser the right to any divisions.

20. OTHER TERMS/CONDITIONS


Purchaser's Initials TL [Signature] Seller's Initials _____ Page 5 of 6

21. ENTIRE AGREEMENT Purchaser and Seller agree to the following: the term “Purchase Agreement” as used herein includes any counter-offers made by the parties to which there has been mutual and final acceptance; this Purchase Agreement and any addenda constitutes the entire agreement between the parties; there are no other written or oral understandings between the parties; this Purchase Agreement supersedes any and all prior purchase agreements, understandings or representations made by the parties or their agents. **TIME IS OF THE ESSENCE.**

Purchaser Tracey Litz Date 10/25/2022

Tracey Litz

Print name

 10/25/2022
Purchaser c0123e3 Date

David Litz

Print name

SELLER ACCEPTANCE

☐ **As Written-No Changes**☐ See Counter Offer Addendum

Seller _____ Date _____

Cohoctah Township

Seller _____ Date _____

Print name _____

Seller Address

(Initials) Notice has been given of acceptance of this Purchase Agreement by delivery of a copy of a fully executed agreement to Purchaser. (Purchaser or Purchaser's Broker/Agent may initial)

Disclaimer: This form is provided as a service of the Livingston County Association of Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Livingston County Association of Realtors® is not responsible for use or misuse of the form, for misrepresentation or for warranties made in connection with the forms.

Dual Agency Agreement (Traditional Agency)



Brokerage Firm ("Broker"): Prestige Real Estate Group LLC

Seller: Cohoctah Township

Buyer: Tracey Litz, David Litz

Property: v/l Antcliff, Fowlerville, Mi 48836

Seller and Buyer acknowledge that in connection with the possible sale/purchase of the Property, the Broker and all of its salespersons will be acting as disclosed dual agents of both Seller and Buyer. This is true even if Seller and Buyer are working with different salespersons. As dual agents, all salespersons will be working equally for both parties and will provide services to complete the transaction without the full range of fiduciary duties owed by a buyer's agent and a seller's agent. By working with a dual agent, Buyer and Seller are giving up their rights to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality.

Broker's salespersons will prepare and present offers and/or counteroffers at the direction of Seller or Buyer. In the preparation of the offers and counteroffers, a salesperson will act as an intermediary rather than as an active negotiator for either party. As dual agents, Broker's salespersons will not disclose any information as to either party's motivation.

Broker and its salespersons will preserve any information obtained during another agency relationship or in a prior or pending transaction or business relationship.

Seller and Buyer acknowledge that Broker's salespersons are not acting as attorneys, tax advisors, surveyors, appraisers, environmental experts or structural or mechanical engineers for either party.

Notwithstanding the terms of any contracts between Broker and Seller or Buyer, Seller and Buyer hereby release Broker and its salespersons from any fiduciary duties inconsistent with the terms of this Dual Agency Agreement.

SELLER (S)

BUYER (S)

Tracey Litz [Signature]

cd511cc

29591c6

Date: _____

Date: October 25th, 2022

Disclaimer: This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☐ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☐ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☒ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☒ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

 Licensee ^{e9bc41d} Tammy Miller Selling Agent Tammy Miller

 Date October 25th, 2022

 Licensee

 Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

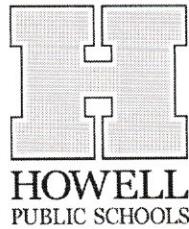
 Potential Buyer/Seller (circle one) ^{b7705ab} Tracey Litz Tracey Litz

 Date October 25th, 2022

 Potential Buyer/Seller (circle one) ^{39ace73} David Litz David Litz

 Date October 25th, 2022

Disclaimer This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



October 19, 2022

Ms. Barb Fear
Cohoctah Township
10518 Antcliff Road
Fowlerville, MI 48836

Re: 2023 Summer Tax Collection

Dear Ms. Fear,

Attached please find a copy of our annual summer tax collection resolution recently passed by the Board of Education. This resolution authorizes collection of the school district's taxes this next summer. Through its resolution, the Board has determined to collect 100% of the 18 mills non-homestead and 50% of the debt millage.

In past years we have paid a \$3.00 per parcel fee for this collection. The fee was paid to offset your costs that were incurred for collecting the summer school tax.

Enclosed please find an Agreement for Collection of Summer School Property Taxes. If the per parcel fee is acceptable please sign and return this form to the address at the bottom of this memo.

I can be reached at 517-548-6237 if you have any questions.

Sincerely,

Ben Engelter
Executive Director of Finance

BE/mm

enc.

cc: Treasurer

AGREEMENT FOR COLLECTION OF SUMMER SCHOOL PROPERTY TAXES

AGREEMENT made this _____ day of _____, 20____ by and between Howell Public Schools, with offices located at 411 N. Highlander Way, Howell, MI 48843 (hereinafter "School District") and Cohoctah Township with offices located at 10518 Antcliff Road Fowlerville, MI 48836 (hereinafter "Township"), pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the Township of a Summer levy of School District property taxes for the year 2023.

The parties agree as follows:

1. The Township agrees to collect 100% of the total school non-homestead property taxes and 50% of the school debt property taxes as certified by the School District for levy on July 1, 2023 on property located within the Township. Interest earned on said taxes will be retained by the township.
2. The School District agrees to pay Township costs of assessment and collection as follows:

\$ 3.00 per parcel

It is understood that the tax rate as spread by the Township would also reflect the sum of 100% of the taxes of the Livingston Education Service Agency.

3. No later than June 15, 2023 the School District shall certify to the Township Supervisor the school millage to be levied on property for summer collection in 2023.
4. The Township Treasurer shall account for and deliver summer school tax collections as follows:
 - a. Summer Tax collections shall be paid to the School District within ten (10) business days from the 1st and 15th of each month. At your discretion, you may elect to discontinue summer tax disbursements to Howell Public Schools in November, December, January, and March.

SCHOOL DISTRICT

Signature authorized by Board
of Education Resolution of
_____ (date)

President

Secretary

TOWNSHIP

Signature authorized by Board
of Trustees Resolution of
_____ (date)

Supervisor

Clerk

COPY

ANNUAL SUMMER TAX RESOLUTION

Howell Public Schools

A regular meeting of the Board of Education of Howell Public Schools (the "District") was held in the Administration Building Board Room on the 10th day of October, 2022 at 7:00 o'clock p.m.

The meeting was called to order at 7:00 o'clock, p.m. by President Pasini.

Present: Pasini, Earl, Conn, Tarara, Trudell, Wilcox, Zurek

Absent: None

The following preamble and resolution were offered by Member Zurek and supported by Member Trudell.

WHEREAS:

1. This Board of Education previously adopted a resolution to impose a summer property tax levy to collect all of the non-homestead school property taxes, and one-half debt service, upon property located within the school district and continuing from year to year until specifically revoked by this Board of Education; and
2. The Revised School Code, as amended, requires formal action of the Board of Education every year to continue the summer tax levy.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board of Education, pursuant to the Revised School Code, as amended, hereby invokes for 2023 its previously adopted ongoing resolution imposing a summer tax levy of all the non-homestead school property taxes, and one-half debt service, and continuing from year to year until specifically revoked by this Board of Education, and requests each city and/or township in which this district is located (and in which a local school district or city is concurrently imposing a summer tax levy*) to collect those summer taxes.
2. The Superintendent, school business official, or his/her designee, is authorized and directed to forward to the governing body of each city and/or township in which this district is located (and in which a local school district or city is concurrently imposing a summer tax levy*) a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2023 in the

amount specified in this resolution. Said resolutions and the request to collect the 2023 summer tax levy shall be forwarded so that they are received by the appropriate governing bodies.

3. The Superintendent, school business official, or his/her designee, is authorized and directed to negotiate on behalf of this District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MSL 380.1612. Any such proposed agreement shall be brought before this Board of Education for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Ayes: Members: Pasini, Earl, Conn, Tarara, Trudell, Wilcox, Zurek

Nays: Members: None

Resolution declared adopted.


Christy Conn
Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of Howell Public Schools, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a regular meeting held on the 10th day of October, 2022, the original of which is part of the Boards minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provision of the "Open Meetings Act" (1976 PA 267, as amended).


Christy Conn
Secretary, Board of Education

*To be used only by ISD's at their discretion.

Candidates Needed

Kyle Engel <kse1792@gmail.com>

Sun, Dec 5, 2021 at 11:00 AM

To: "bfeardclerk@gmail.com" <bfeardclerk@gmail.com>

Hello my name is Kyle Engel and my family and I have just moved in on Fleming, I saw in the newsletter that I should email you about being on a board. I am interested and would love to join the community. Thank you.

Kyle Engel
313-452-1673
KSE1792@gmail.com

**RESOLUTION FOR A SECOND EXTENSION OF THE TERM OF THE TEMPORARY
MORATORIUM ON SOLAR FARMS**

COHOCTAH TOWNSHIP

WHEREAS, the Township approved General Law Ordinance No. 22, known as an Ordinance To Place A Temporary Moratorium On Solar Farms (“Ordinance”), on December 22, 2021;

WHEREAS, the Ordinance placed a temporary moratorium on the acceptance of applications and issuance of permits and approvals for the operation of solar farms within the Township for an initial period of 180 days, which initial period expired on June 28, 2022;

WHEREAS, a proposed Zoning Ordinance amendment was drafted for the Planning Commission’s consideration;

WHEREAS, the Ordinance provides the Board may extend the temporary moratorium by resolution;

WHEREAS, on May 12, 2022, the Board passed a resolution to extend the term of the temporary moratorium relating to solar farms from June 28, 2022, through December 31, 2022, to allow additional time for the Township to consider the proposed Zoning Ordinance amendment relating to utility scale solar energy systems, consult its planners, outside consultants, neighboring townships, the township attorney, and the public;

WHEREAS, the Township Planning Commission held a public hearing on October 6, 2022, on the proposed amendments and recommended approval to the Township Board, and the proposed amendments are currently before the Livingston County Planning Commission for review and recommendation which has not yet been received;

WHEREAS, there are many members of the public which still wish to have their input heard and there are additional changes to the proposed amendment that the Township Board wishes to consider;

WHEREAS, as the Township’s due diligence and input gathering efforts continue, the Township Board wishes to schedule a second public hearing in front of the Township Board after receipt of the Livingston County Planning Commission’s recommendation;

WHEREAS, to allow sufficient time for the above to occur prior to a Board decision on amending the Township Zoning Ordinance, the Board does wish to provide for a second extension of the temporary moratorium from December 31, 2022, through March 31, 2023;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board hereby extends the term of the temporary moratorium relating to solar farms established by the Ordinance to Place a Temporary Moratorium On Solar Farms, General Law Ordinance No. 22, for a second time, from December 31, 2022, through March 31, 2023.
2. All other ordinances, policies, and procedures that are in conflict are hereby repealed.

The foregoing resolution offered by Board Member _____.
Second offered by Board Member _____.

Upon roll call vote the board members voted as follows:

Fosdick:

Bock:

Fear:

Charette:

Torigian:

The Supervisor declared the resolution adopted by the Cohoctah Township Board at a meeting held on November 10, 2022

Barbara Fear, Clerk