

JEFFREY A SMITH

PO BOX 162/ 3774 Mason Rd
Howell, Michigan 48844
[REDACTED]

Howell Township
3525 Byron Rd
Howell, Michigan 48844

RE: ADU Ordinance

To the Public at Large and/or Howell Township Planning Commission and/or the Howell Township Board
I am concerned for the future real estate market of the Township IF you allow Accessory(Additional) Dwelling Units to be part of our areas frame work. It is nothing but a **BAD IDEA**.

This is from Californias : hcd.ca.gov/policy-and-research, (MY rebuttal to each remark is in darker font)

What are the benefits of ADUs?

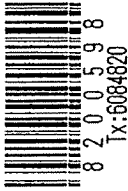
- ADUs are an **affordable** type of home to construct in California because they do not require paying for land, major new infrastructure, structured parking, or elevators. If you like overburden existing land that was originally divided to house ONE dwelling, your neighbor purchased their property under the then current ordinances. Do you honestly believe that the well, septic field, electrical line from the pole or even from the existing home contemplated the excessive load it takes for another home ?
- ADUs can provide a **source of income** for homeowners. How long will the contemplated person that the ADU was built for lives ? and then what happens to the new structure ? It WILL be rented out with a untrained landlord that again overburdens the neighborhood.
- ADUs are built with **cost-effective wood frame construction**, which is significantly less costly than homes in new multifamily infill buildings. Have you considered Building Code and the exemption that "homeowners" receive when pulling permits or not pulling permits on their existing home ?
- ADUs allow **extended families** to be near one another while maintaining **privacy**. Who's privacy ? certainly not your neighbors
- ADUs can provide as much **living space** as many newly-built apartments and condominiums, and they're suited well for couples, small families, friends, young people, and seniors. Bring the whole darn clan
- ADUs give homeowners the **flexibility** to share independent living areas with family members and others, allowing seniors to age in place as they require more care. Which is already addressed under current legislation/ordinances such as an additional bedroom, addition or basement living areas that can be used and marketed after the intended person passes away back into general living area of the home and is no longer segregated/separate.

Allowing ADU's it may "help" in the minds of the participants, but what happens when the person(s) who it was intended to "help" leaves, miss uses it and needs to be evicted, or dies.....**what happens to this new structure and what realistic mechanism(s) can you assure is in place will protect the rest of the Township/Public at large ?**

Thank you for your time and consideration

JA Smith

Jeffrey A Smith



2014R-010693
RECORDED ON
04/17/2014 10:34:25 AM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 34.00
REMON: 4.00
PAGES: 9

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VANG

17, March 2014

DECLARATION OF PRIVATE ROAD EASEMENT,
UTILITY EASEMENT AND PRIVATE ROAD
MAINTENANCE AGREEMENT

This Declaration of Private Road Easement and Maintenance Agreement is made this 17th day of March, 2014 by Kevin and Debra Irish of 11995 Van Orden Road, Webberville, Michigan 48892, hereinafter called "Declarants".

WHEREAS, Kevin and Debra Irish are the fee title Owners of the real property located in Howell Township, Livingston County, in the State of Michigan, which property is legally described in the attached Boundary Survey by Monument Engineering Group Associates, Project No. 13-130 dated 01/08/2014; marked as "Exhibit A".

WHEREAS, The Declarants desire to establish a Private Road Easement for the benefit of Parcel A only and to establish a method to provide for the future maintenance of the private road, and

WHEREAS, The Declarants also desire to establish an Easement for Public Utilities over, under and across all of Parcel B where established and applicable adjoining said private road, and

WHEREAS, Declarants desire to sell Parcel X as described in "Exhibit A" as a commercial building subject to the restrictions, conditions, duties, and covenants hereinafter stated in order to assure to the present and future owners of the property adequate ingress and egress, utility service and future maintenance of the road.

NOW THEREFORE, Declarants hereby declare that the land(s) described in "Exhibit A" shall be held, sold, conveyed and occupied subject to the following covenants, easements, and assessment liens which are adopted for the purpose of protecting the land values and desirability of the land(s), all of which shall run with the land(s) and each part thereof, and which shall be binding on the Declarants and all parties hereafter obtaining any right, title or interest in the land(s) and its heirs, successors and assigns in the perpetuity, unless jurisdiction over maintenance of the road is hereinafter permanently assumed and accepted by a governmental body in which case the road maintenance covenants and burdens imposed upon the Declarants and subsequent Owners shall be extinguished, ipso facto, upon assumption of such jurisdiction by a governmental body.

EASEMENT DECLARATION:

1.) The Declarants hereby dedicate, grant, transfer, establish and declare a non-exclusive perpetual easement for ingress and egress, over and across and for the benefit of Parcel A only, as described in the attached Exhibit A, Boundary Survey by Monument Engineering Group Associates,

71092

Vanguard Title Insurance Agency
6200 19 Mile Road
Sterling Heights, MI 48314

9 Lir

Project No. 13-130 dated 01/08/2014. The 33 foot wide private ingress and egress easement is described in Exhibit A, attached hereto.

2.) The Declarants hereby dedicate, grant, transfer, establish and declare a non-exclusive perpetual easement for public utilities over, under, and across and for the benefit of all of Parcel A as described in Exhibit A. The utilities are existing and shall be maintained in their rightful location so long as this Easement/Maintenance Agreement exists. The public utilities easements include but are not limited to: easements for drainage, electric, natural gas, telecommunications and cable network service.

3.) The Declarants hereby dedicate, grant, transfer, establish and declare a non-exclusive perpetual easement for the benefit of Howell Township and other emergency or public service agencies or authorities over the private road for use by emergency and/or other service vehicles of such agencies. The easement shall for the purposes of ingress and egress to provide without limitation, fire, and police protection, ambulance and rescue services, school bus and mail or package pickup and delivery. Including all other lawful governmental or private emergency or other reasonable and necessary services to Parcel A abutting the private road. This grant of easement shall not be construed as a dedication of the private road to the public domain.

4.) The Declarants herein specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easements and the easement rights as set forth herein this described easement for the benefit of the property more particularly described in the attached Exhibit A, and for any further divisions thereof including the rights to use the easements and to subsequently convey easements and easement rights with said properties.

5.) The described easements shall run with the land and title, and shall be appurtenant thereto.

EASEMENT MAINTENANCE:

6.) The Owner or Owners of Parcel A or divisions thereof shall share equally with and in the cost of maintaining the private road constructed upon the easement premises. The private road shall be maintained by Owners of all Parcels in compliance with the standards set forth in the Howell Township Ordinance, Section 26.02 in accordance with the specifications provided therein.

7.) Prior to any costs being incurred for normal maintenance of said easement, a simple majority of the Owners of the improved properties having ingress and egress to their Parcels from the private road shall agree to such normal maintenance being performed and the costs thereof. "Normal Maintenance" shall include but not limited to; snow removal, patching, sealing and asphalt repairs as deemed necessary costing not more than One Thousand, Five Hundred dollars (\$1,500.00) in any one (1) instance. "Simple Majority" shall be determined by the total number of Improved Parcels, each having one (1) vote. "Improved Parcels" shall include any Parcel on which construction of any building or other improvement is made and access to such "Improved Parcel" is gained by using said private road.

8.) Prior to any costs being incurred for major capital improvements to said private road, the Owners of Parcels A&B and/or any divisions thereof shall agree to such capital improvement and expenditure. "Major Capital Improvement" shall include but not limited to; elevation and/or contour changes, sub-base repair and restoration, repaving, or resurfacing of the existing asphalt surface. The

total cost of which exceeds One Thousand, Five Hundred dollars (\$1,500.00) per occurrence. The Owners of said Parcels shall share equally with and in the cost of the major capital improvement(s).

9.) Any costs incurred for normal maintenance or major capital improvements of said private road easement as described herein shall be a burden upon the land with a lien therefore against any parcel for which such share costs have not been fully paid by the Owner(s) of any such parcel. Any such lien shall attach upon the filing and recording of an affidavit by the Owner(s) of any remaining paid parcels which are subject to and liable for such cost of maintenance or improvements to the private road easement. Such affidavit shall set forth the description of the parcel or property against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of such expenditures. A copy of such affidavit shall be sent to the Owner(s) of such parcel against which the lien is claimed by regular certified mail with postage prepaid, at the last known address of such Owner(s).

10.) The Owner(s) of each parcel having the right to use the private road shall be separately Responsible to make repairs to the private road and pay the cost of repair for the repair of any damage caused to the easement due to extraordinary use. "Extraordinary Use" shall include, but not limited to; movement of heavy construction equipment, moving vans, heavy commercial trucks or other heavy loads and/or increased usage not ordinarily consistent with normal traffic. The Owner(s) of such parcel shall be responsible for such repair and subsequent cost thereof. In the event that any Owner(s), or its Agents, Employees, or Invites cause the type of damage described herein and fail to make the necessary repairs, the remaining parcel Owner(s) may do so after fifteen (15) days advance notice to such responsible Owner(s) of its intention to make such repairs and any costs so expended shall be a burden upon the land of such Owner(s) with a lien enforceable as set forth herein.

11.) Neither the Township nor the Board of County Road Commissioners have responsibility for the maintenance and upkeep of the private road easement. No public funds of Howell Township shall be used to build, repair or maintain the private road. However, should the parcel Owners fail to agree on performing normal maintenance or performing necessary capital improvements, Howell Township may take action to bring the road up to the design standards specified in Howell Township Zoning Ordinance Article 26 and may assess the Owners of the parcels having ingress and egress from the private road for the cost of the maintenance or improvements plus an administration fee in the amount of 25% of the cost thereof. In the event that the Township determines that there is a necessity to perform maintenance or make improvements, the Township shall have an easement over the private road for the purposes of performing maintenance or making capital improvements.

12.) Special Assessment Petition for Private Roads: In order for the Township to build, repair and maintain the private road if the property Owners fail to agree on performing normal maintenance or necessary capital improvements as identified in paragraph 11, the parcel Owners liable for the costs shall establish a special assessment account in order to finance the road maintenance or capital improvements.

On or before granting of the easement, the property Owners shall execute a petition legally sufficient for the establishment of a private roads special assessment account, using petition forms acceptable to the Township, in order to allow for financing the road maintenance or capital improvements.

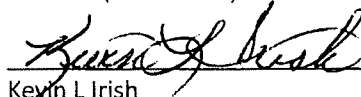
13.) Parcel Owners using the private road easement shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, pickup and delivery persons and others traveling to or returning from any of the properties and having a need to use the private road.

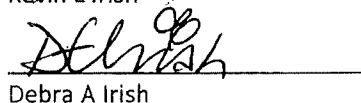
14.) This Declaration of Private Road Easement and Utility Easement and Private Road Easement Maintenance Agreement shall be recorded with the Livingston County Register of Deeds. Any person or legal entity acquiring ownership interest in either Parcel(s) A or B or divisions thereof, does, by the acquisition of such Ownership interest, agree to be obligated to pay for the private road easement maintenance and/or improvements as deemed necessary according to the terms of this agreement.

15.) The Declarants hereby reserve the right to amend this Declaration without the consent of any other Parcel Owner to bring this Declaration into conformance with the terms of the Howell Township Zoning Ordinance as it exists on the date of recording of this Easement & Maintenance Agreement.

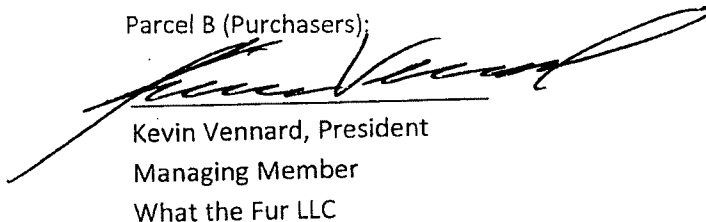
IN WITNESS WHEREOF, the undersigned has executed this Easement Declaration as of;
March 27, 2014

Parcel A (Declarants):


Kevin L Irish


Debra A Irish

Parcel B (Purchasers):


Kevin Vennard, President
Managing Member
What the Fur LLC

CATHLEEN D'ANGELO
Notary Public Livingston County, MI
My Commission Expires May 8, 2017
Acting in Livingston County

STATE OF MICHIGAN,

COUNTY OF LIVINGSTON

Acknowledged before me in Livingston

County, Michigan.

on March 27, 2014 by Kevin L. Irish
and Debra A. Irish


Cathleen D'Angelo
Notary Public, State of Michigan

County of Livingston

My Commission Expires: 5-8-2017

Drafted by and return to
Kevin L Irish
11995 Van Orden Rd
Webberville, MI 48892

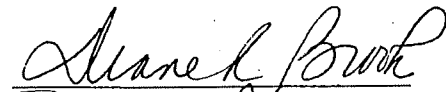
STATE OF MICHIGAN,

COUNTY OF LIVINGSTON

Acknowledged before me in Livingston

County, Michigan.

on 3-27, 2014 by Kevin Vennard
President
MANAGING
member
What the
Fur LLC

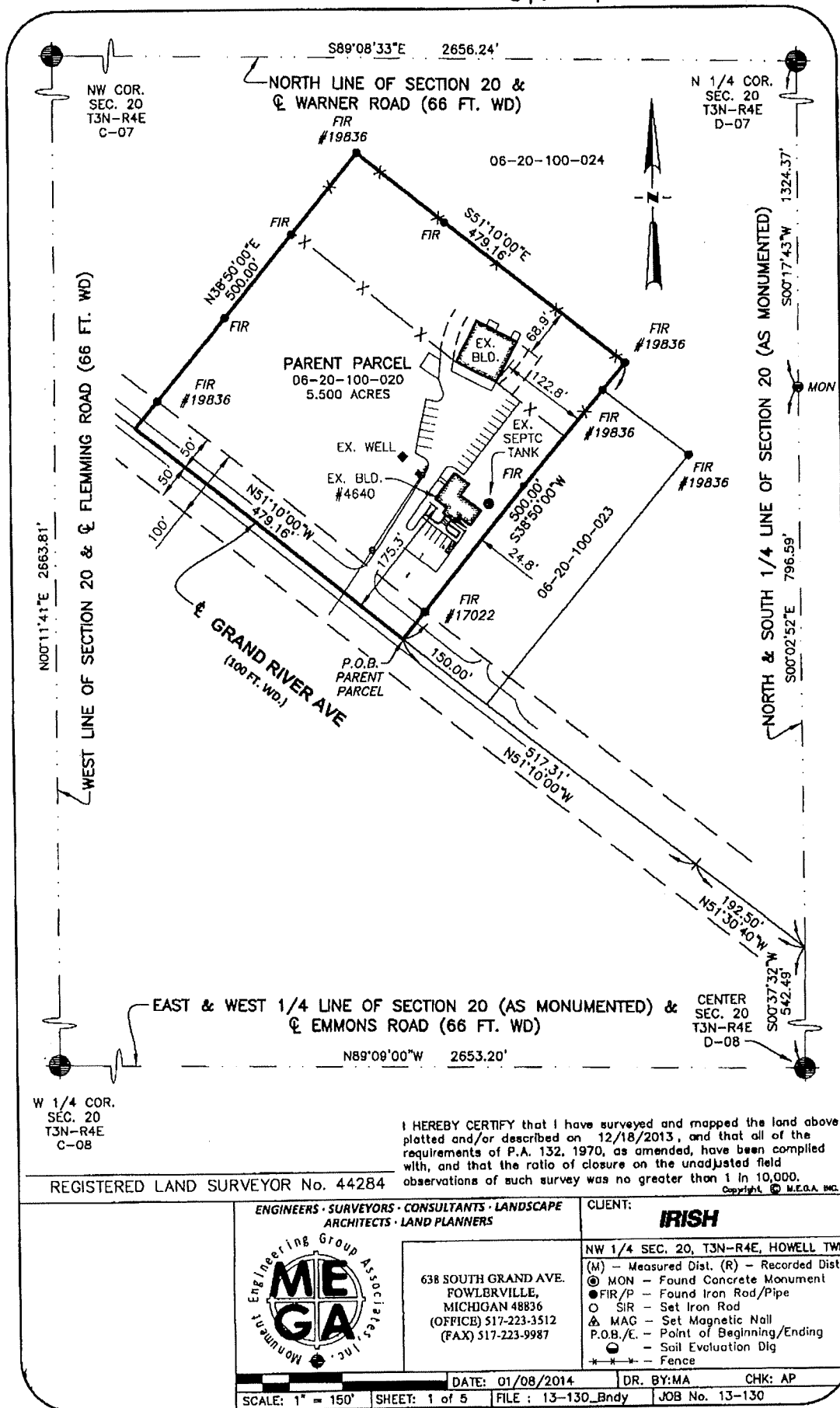

Diane R. Brooks
Notary Public, State of Michigan

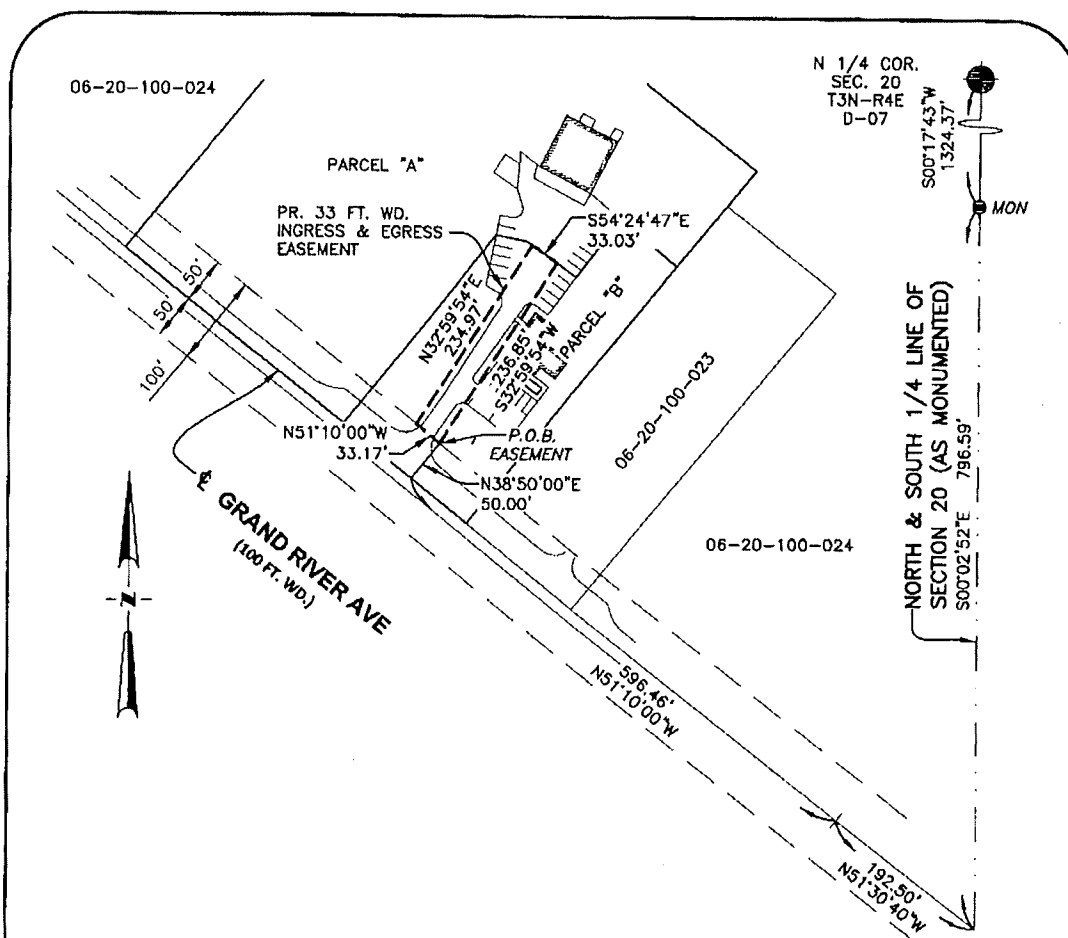
County of Livingston

My Commission Expires: 10-04-2019

DIANE R. BROOKS
Notary Public, State of Michigan
County of Livingston
My Commission Expires Oct. 04, 2019
Acting in the County of Livingston

Exhibit A





Easement Description

A part of the Northwest 1/4 of Section 20, T3N, R4E, Howell Township, Livingston County, Michigan more particularly described as follows: commencing at the North 1/4 corner of said Section 20, thence along the North and South 1/4 line of Section 20 (as monumented), S00°17'43"W, 1324.37 feet; thence continuing along said North and South 1/4 line of Section 20, S00°02'52"E, 796.59 feet to the centerline of Grand River Avenue (100 foot wide Right-of-Way); thence along the centerline of said Grand River Avenue, N51°30'40"W, 192.50 feet; thence N51°10'00"W, 596.46 feet; thence N38°50'00"E, 50.00 feet to a point on the Northerly Right-of-Way line of Grand River Avenue, said point also being the Point of Beginning of a 33 foot wide ingress and egress easement; thence along the Northerly Right-of-Way line of Grand River Avenue, N51°10'00"W, 33.17 feet; thence N32°59'54"E, 234.97 feet; thence S54°24'47"E, 33.03 feet; thence S32°59'54"W, 236.85 feet to the Point of Beginning.

REGISTERED LAND SURVEYOR No. 44284

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ARCHITECTS • LAND PLANNERS



638 SOUTH GRAND AVE.
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512
(FAX) 517-223-9987

CLIENT:

IRISH

NW 1/4 SEC. 20, T3N-R4E, HOWELL TWP

(M) - Measured Dist. (R) - Recorded Dist.
 ● MON - Found Concrete Monument
 ● FIR/P - Found Iron Rod/Pipe
 ○ SIR - Set Iron Rod
 ▲ MAG - Set Magnetic Nail
 P.O.B./E. - Point of Beginning/Ending
 ● - Soil Evaluation Dig
 --* - Fence

SCALE: 1" = 150'

SHEET: 3 of 5

FILE: 13-130_Bndy

DATE: 01/08/2014

DR. BY: MA

CHK: AP

JOB No. 13-130

Parent Parcel 06-200-100-020

A part of the Northwest 1/4 of Section 20, T3N, R4E, Howell Township, Livingston County, Michigan more particularly described as follows: commencing at the North 1/4 corner of said Section 20, thence along the North and South 1/4 line of Section 20 (as monumented), S00°17'43"W, 1324.37 feet; thence continuing along said North and South 1/4 line of Section 20, S00°02'52"E, 796.59 feet to the centerline of Grand River Avenue (100 foot wide Right-of-Way); thence along the centerline of said Grand River Avenue, N51°30'40"W, 192.50 feet; thence N51°10'00"W, 517.31 feet to the Point of Beginning of the parcel to be described; thence continuing along said centerline of Grand River Avenue, N51°10'00"W, 479.16 feet; thence N38°50'00"E, 500.00 feet; thence S51°10'00"E, 479.16 feet; thence S38°50'00"W, 500.00 feet to the Point of Beginning, containing 5.500 acres and subject to the rights of the public over Grand River Avenue (100 foot wide Right-of-Way), also subject to any other easements or restrictions of record.

Parcel "A"

A part of the Northwest 1/4 of Section 20, T3N, R4E, Howell Township, Livingston County, Michigan more particularly described as follows: commencing at the North 1/4 corner of said Section 20, thence along the North and South 1/4 line of Section 20 (as monumented), S00°17'43"W, 1324.37 feet; thence continuing along said North and South 1/4 line of Section 20, S00°02'52"E, 796.59 feet to the centerline of Grand River Avenue (100 foot wide Right-of-Way); thence along the centerline of said Grand River Avenue, N51°30'40"W, 192.50 feet; thence N51°10'00"W, 691.89 feet to the Point of Beginning of the parcel to be described; thence continuing along said centerline of Grand River Avenue, thence N51°10'00"W, 304.58 feet; thence N38°50'00"E, 500.00 feet; thence S51°10'00"E, 479.16 feet; thence S38°50'00"W, 135.11 feet; thence N49°53'39"W, 78.89 feet; thence S37°25'32"W, 79.54 feet; thence N54°24'47"W, 65.64 feet; thence N78°29'28"W, 36.17 feet; thence S38°50'00"W, 266.80 feet to the Point of Beginning, containing 4.220 acres and subject to the rights of the public over Grand River Avenue (100 foot wide Right-of-Way), also subject to the rights and use of a 33 foot wide easement for ingress and egress as described as follows:

A part of the Northwest 1/4 of Section 20, T3N, R4E, Howell Township, Livingston County, Michigan more particularly described as follows: commencing at the North 1/4 corner of said Section 20, thence along the North and South 1/4 line of Section 20 (as monumented), S00°17'43"W, 1324.37 feet; thence continuing along said North and South 1/4 line of Section 20, S00°02'52"E, 796.59 feet to the centerline of Grand River Avenue (100 foot wide Right-of-Way); thence along the centerline of said Grand River Avenue, N51°30'40"W, 192.50 feet; thence N51°10'00"W, 596.46 feet; thence N38°50'00"E, 50.00 feet to a point on the Northerly Right-of-Way line of Grand River Avenue, said point also being the Point of Beginning of a 33 foot wide ingress and egress easement; thence along the Northerly Right-of-Way line of Grand River Avenue, N51°10'00"W, 33.17 feet; thence N32°59'54"E, 234.97 feet; thence S54°24'47"E, 33.03 feet; thence S32°59'54"W, 236.85 feet to the Point of Beginning.

REGISTERED LAND SURVEYOR No. 44284

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638 SOUTH GRAND AVE.
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512
(FAX) 517-223-9987

CLIENT:

IRISH

NW 1/4 SEC. 20, T3N-R4E, HOWELL TWP

(M) - Measured Dist. (R) - Recorded Dist.

⊙ MON - Found Concrete Monument

● FIR/P - Found Iron Rod/Pipe

○ SIR - Set Iron Rod

△ MAG - Set Magnetic Nail

P.O.B./E. - Point of Beginning/Ending

⊙ - Soil Evaluation Dig

*** - Fence

SCALE: N/A DATE: 01/08/2014 DR. BY: MA CHK: AP
SHEET: 4 of 5 FILE: 13-130_Bndy JOB No. 13-130

Parcel "B"

A part of the Northwest 1/4 of Section 20, T3N, R4E, Howell Township, Livingston County, Michigan more particularly described as follows: commencing at the North 1/4 corner of said Section 20, thence along the North and South 1/4 line of Section 20 (as monumented), S00°17'43"W, 1324.37 feet; thence continuing along said North and South 1/4 line of Section 20, S00°02'52"E, 796.59 feet to the centerline of Grand River Avenue (100 foot wide Right-of-Way); thence along the centerline of said Grand River Avenue, N51°30'40"W, 192.50 feet; thence N51°10'00"W, 517.31 feet to the Point of Beginning of the parcel to be described; thence continuing along said centerline of Grand River Avenue, thence N51°10'00"W, 174.58 feet; thence N38°50'00"E, 266.80 feet; thence S78°29'28"E, 36.17 feet; thence S54°24'47"E, 65.64 feet; thence N37°25'32"E, 79.54 feet; thence S49°53'39"E, 78.89 feet; S38°50'00"W, 364.89 feet; to the Point of Beginning, containing 1.280 acres and subject to the rights of the public over Grand River Avenue (100 foot wide Right-of-Way), also subject to the rights and use of a 33 foot wide easement for ingress and egress as described as follows:

A part of the Northwest 1/4 of Section 20, T3N, R4E, Howell Township, Livingston County, Michigan more particularly described as follows: commencing at the North 1/4 corner of said Section 20, thence along the North and South 1/4 line of Section 20 (as monumented), S00°17'43"W, 1324.37 feet; thence continuing along said North and South 1/4 line of Section 20, S00°02'52"E, 796.59 feet to the centerline of Grand River Avenue (100 foot wide Right-of-Way); thence along the centerline of said Grand River Avenue, N51°30'40"W, 192.50 feet; thence N51°10'00"W, 596.46 feet; thence N38°50'00"E, 50.00 feet to a point on the Northerly Right-of-Way line of Grand River Avenue, said point also being the Point of Beginning of a 33 foot wide ingress and egress easement; thence along the Northerly Right-of-Way line of Grand River Avenue, N51°10'00"W, 33.17 feet; thence N32°59'54"E, 234.97 feet; thence S54°24'47"E, 33.03 feet; thence S32°59'54"W, 236.85 feet to the Point of Beginning.

Bearing Reference

Bearings are based on a previous survey performed by Boss Engineering Job No: 90291 Dated: 8/28/90.

Sections corner Witnesses

W 1/4 corner Section 20, C-08

Found Remonumentation cap, per the position as described and recorded in LCRC, LSC#1240m Livingston County Records.

NW corner Section 20, C-07

Found Remonumentation cap, per the position as described and recorded in LCRC, LSC#1239m Livingston County Records.

N 1/4 corner Section 20, D-07

Found Remonumentation cap, per the position as described and recorded in LCRC, LSC#1243m Livingston County Records.

Center Section 20, D-08

Found 1/2" iron rod

S40°E 37.35' Nail & Tag #29238 in Util. Pole

S25°W 36.72' Nail & Tag #29238 in Util. Pole

North 46.08' Nail in Util Pole

N55°W 35.70' Nail & Tag #29238 in Twin 10" Box Elder.

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