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LIBER 29095 PAGE 296  
\$49.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
05/08/2003 02:27:26 P.M. RECEIPT# 38670  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

SEWAGE TREATMENT FACILITY  
OPERATION AND MAINTENANCE AGREEMENT

This Sewage Treatment Facility Operation And Maintenance Agreement ("Agreement") is made and entered into this 5<sup>th</sup> day of October, 2002, by and between Charter Township of Lyon ("Lyon"), having address as set forth in Paragraph 2. below, E & A Development, L.L.C., a Michigan Limited Liability Company ("Developer"), having address as set forth in Paragraph 2. below, and Park Wood Homeowners Sewage Treatment Facility Association ("Association") having address as set forth in Paragraph 2. below.

*[Handwritten initials]*

*[Handwritten initials in a circle: P, R]*

WHEREAS, a Permit (as defined and described in Paragraph 3.H. below) to initially permit Developer, and subsequently Association, to discharge treated sanitary waste water from a proposed waste water treatment facility (an on-site community septic system defined and described in Paragraph 3.B. below) to the ground water of the State of Michigan, has been applied for by Developer, and

WHEREAS, Oakland County Department Of Human Services ("OCDHS") desires (i) that the ~~Facility~~ (as defined and described in Paragraph 3.B. below) be operated and maintained initially by Developer and subsequently by Association, (ii) that Lyon enter into a written agreement with Developer, which agreement it is understood will subsequently be assigned to Association, without any further obligation to Developer, pursuant to which initially Developer and subsequently Association shall be responsible for the effective and continued operation and

1. Effective Date. The Agreement shall be effective upon the date of the last approving signature hereon and shall terminate in accordance with the provisions of Paragraph 5 below.

2. Parties. The parties to this Agreement are:

- A. Charter Township of Lyon  
a Municipal Corporation  
48000 Grand River Avenue  
New Hudson, Michigan 48165
- B. E & A Development, L.L.C.  
a Michigan Limited Liability Company  
5847 Springwater  
West Bloomfield, Michigan 48322
- C. Park Wood Homeowners Sewage Treatment Facility Association  
c/o Appel Homes, Inc.  
20854 Parkwoods Drive  
South Lyon, Michigan 48178

3. Definitions. The following words and/or phrases shall have the meaning(s) as set forth below:

- A. Discharge. Discharge to the ground water of any sanitary waste water treated by the Facility (as defined in Paragraph 3.B.).
- B. Facility. All land, buildings and equipment described in attached Exhibit "A".
- C. Maintain. The performance of all functions necessary to assure that the Facility is sustained and kept in the condition appropriate for operation as contemplated by the Operation And Maintenance Manual (as defined in Paragraph 3.G.). However, this does not include capital expenditure or payment of any utility charges, including, but not limited to, telephone, gas or electric.
- D. MDEQ. - Michigan Department of Environmental Quality.
- E. QCDHS. Oakland County Department of Human Services.



F. Operate. The performance of all normal functions necessary to run the Facility in accordance with the approved Operating And Maintenance Manual and such additional requirements and standards as may be imposed upon the Facility by the MDEQ and OCDHS.

G. Operation And Maintenance Manual. A document to be prepared by Developer's engineer and which will describe how the Facility is to be operated and maintained.

H. Permit. Permit No. 0009405 issued by OCDHS on 6-18-02 and any extensions thereof, amendments thereto or successor permits thereto.

4. Purposes Of Agreement. The purposes of this Agreement are to provide the terms and conditions of Lyon's responsibility for the effective and continued operation and maintenance of the proposed sewage system, if Developer and/or Association fail to perform the requirements of the Permit which is attached hereto as Exhibit B and incorporated herein by reference.

5. Termination. This Agreement may be terminated by Lyon without reason upon one hundred eighty (180) day notice to Developer, during such period of time as Developer shall have not assigned its obligations herein to Association, and thereafter to each owner of a lot or parcel served by the sewage system and Facility. This Agreement may be terminated by Developer, during such period of time as Developer shall have not assigned its obligations herein to Association, and thereafter by Association, to Lyon, if the Facility's operation is to be permanently ended. If Developer or Association lose the right to discharge treated sanitary waste water to the ground water or if the waste water produced is to be discharged to a public sewer system, this Agreement shall terminate immediately upon said waste water being discharged into a public sewer system.

6. Operations To Comply With Permit. Developer, and upon assignment, Association, shall operate the Facility in accordance with the terms of the Permit. If

Developer, and upon assignment, Association, operate the Facility in violation of the Permit, Lyon or its agent shall be obligated to operate the Facility, but only after written notice from OCDHS. The cost of the operation shall initially be at the expense of Developer, and, upon assignment, shall be the solely at the expense of Association.

7. Operations To Be In Accordance With Manual. Developer, Association and Lyon, or the agent of Lyon, will operate and maintain the Facility in accordance with the Operating And Maintenance Manual approved by Lyon and OCDHS and in accordance with any additional reasonable requirements and standards specifically imposed upon the operation and maintenance of the facility by MDEQ, OCDHS or Lyon. It shall be the responsibility of Developer and upon assignment, Association, to furnish Lyon or its agent with undated operating and maintenance manuals and with such additional requirements and standards a shall be imposed by MDEQ or OCDHS.

8. Operation Of Facility. Neither Developer nor Association shall convey any ownership interest in the Facility unless it also assigns its rights under this Agreement and the new Facility owner assumes all of Developer's or the Association's obligations as set forth in this Agreement. Any sale of Developer's or Association's ownership interest in the Facility or any assignment of the rights of either under this Agreement, to a subsidiary of Developer or Association may be done without Lyon's approval. However, notice must be provided to Lyon at the time of the transaction. Any sale of Developer's or Association' ownership interest in the Facility or an assignment of the rights under this Agreement to any entity not a subsidiary of Developer or Association must be approved by Lyon within thirty (30) days of notification. Such approval shall not be unreasonably withheld. Lyon reserves the right to require an operation and maintenance bond from a non-subsidary successor in interest to Developer or Association. Upon assignment of



Developer's interest to Association, Association shall assume each and every responsibility of Developer under this Agreement or this Agreement will be terminated. Upon consummation of the assignment by Developer to Association, or such other approved by Lyon, the assignor shall have no further obligation or responsibility as required by the terms and conditions of this Agreement.

9. Insurance And Indemnification Of Lyon By Developer And/Or Association. Lyon shall be named as an additional insured on all premises liability insurance policies purchased by Developer and/or Association for the property described in Exhibit A attached. Each policy shall contain a requirement that Lyon must be notified thirty (30) days prior to the termination or non-renewal as to each policy.

To the extent Lyon incurs liability, costs or expenses, including costs of defense, related to its operation of the Facility which arises notwithstanding Lyon's adherence to the procedures set forth in the Operating And Maintenance Manual and notwithstanding its compliance with MDEQ, OCDHS and Lyon requirements and standards specifically applicable to the Facility. Developer and thereafter Association, shall indemnify and hold Lyon harmless from any and all liability, commercially reasonable costs, expenses and cost of defense.

10. Facility Performance. Lyon makes no representation that the Facility will produce a quality of treated sanitary waste water meeting the requirements of the Permit for discharge to the ground water. It shall be the responsibility of Developer, and upon assignment, Association, to supply a Facility capable of meeting Permit requirements for discharge to the ground water. Neither Lyon nor its agents shall be responsible for the inability of the Facility to produce treated sanitary waste water which meets Permit requirements and standards specifically imposed by the MDEQ and OCDHS.

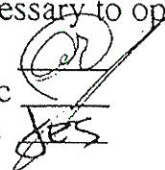
11. Quantity Of Waste Water. Lyon shall not be required to accept a quantity of waste water which exceeds the design capacity of the Facility as it exists from time to time.

12. Quality Of Waste Water. Lyon shall not be required to accept a quality of waste water which exceeds the design capacity of the Facility as it exists from time to time or the capacity of the Facility to effectively treat such waste water in a manner to meet Permit requirements.

13. Operator Agreement. Developer will contract with a qualified operator through a written agreement ("Operator Agreement"), a copy of which will be provided to OCDHS and to Lyon, for the qualified party to operate the Facility. Developer agrees to pay for any costs and expenses related to the Operator Agreement and the training required by its operators in order to meet Permit Requirements and standards for the operation of the Facility. Association shall, upon assignment from Developer of this Agreement, assume each and every obligation and right of Developer in the Operator Agreement.

14. Testing. Developer, and upon assignment Association, and Lyon or agent of Lyon, shall perform such tests as are defined by the Operation And Maintenance Manual as "Operational Testing". Such other tests as may be required which cannot be performed by Lyon or its agent or which can be more economically performed by an outside source, shall be performed by a properly certified independent testing laboratory. The commercially reasonable costs of all such tests shall be initially borne by Developer and after assignment by Association.

15. Operation Of Facility To Be Without Costs To Lyon. It is agreed that if Lyon must operate the Facility it shall be without any costs to Lyon. Developer and Association, during their respective terms of operation, shall pay for all utility charges including telephone, gas and electricity, replacement reserve, and all such commercially reasonable additional expenditures as shall be necessary to operate the





Facility in a manner which will meet permit requirements and such other specific requirements and standards imposed by the MDEQ and OCDHS.

16. Additional Capacity. At the sole option of Lyon, any expansion of the Facility shall require either an amendment to this Agreement or a new agreement between the parties hereto or their successor(s).

17. Use Of Facility By Others. If Developer or Association permit others to use the Facility it shall be responsible for any added expense in the treatment process, and liability incurred because of another's use of the Facility, or any inability of the Facility to meet the Permit requirements and other specific requirements or standards imposed by the MDEQ or OCDHS because of another's use of the Facility. Lyon shall not permit others to use the Facility for treatment of sanitary waste without permission of Developer or Association. Permission may be withheld by Developer or Association in the sole discretion of either Developer or Association.

18. Lyon May Appoint Agent To Operate Facility. It is agreed that Lyon may appoint an agent to carry out its responsibilities under this Agreement.

19. Billing For Services Rendered. In accordance with the terms hereof, Developer and/or Association, during their respective term of operation, agree to pay all commercially reasonable sums billed to it by Lyon, or its agent(s), for operation and maintenance of the Facility, for Lyon's annual inspection of the Facility, the Facility's compliance with the Permit and the Operation and Maintenance Manual. During their respective terms of operation, Developer and/or Association agree to hold Lyon harmless from any and all commercially reasonable costs and expenses incurred by Lyon, or its agent(s), because of their respective failure to make payment in accordance with the terms hereof. Developer, or Association, by paying Lyon, or its agent(s), under protest the sums billed

hereunder, shall not waive their respective right to contest the reasonableness of the sums billed.

20. Additional Requirements.

A. Lyon, through its agent(s), must be provided the Operation And Maintenance Manual for its review and acceptance. The commercially reasonable cost of Lyon's review and acceptance shall be the responsibility of Developer and/or Association, during their respective terms.

B. A copy of the Operation Agreement, with a qualified operator is to be provided to Lyon for its review and acceptance at the cost of Developer, and, upon assignment, Association.

C. Lyon shall be provided a written statement from Developer's engineer(s) stating that the sewage system was inspected at sufficient times and was installed according to the approved plan, as revised from time to time.

D. A copy of the "As Built Plans" must be provided to Lyon for their inspection and review which shall be performed at the cost of Developer.


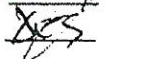
E. Any and all financial obligations of Developer or Association to Lyon, contained in this Agreement, shall be paid within thirty (30) days of receipt by Developer or Association of the invoice sent by Lyon. If any invoice for costs incurred by Lyon is not paid within sixty (60) days of receipt by Developer or Association, upon receipt of a notice of such delinquency, and the failure to cure such delinquency within an additional fifteen (15) days, Lyon shall be entitled to file a lien against the lands of Developer or Association, as described in Exhibit C attached hereto and made part hereof. Additionally, Lyon shall have the right to enter the unpaid costs on the Miscellaneous Special Assessment Roll of Lyon against the property described in Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set opposite their respective signatures.

Rev. October 3, 2002

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Dev  
Assoc  
Lyon



Witness:

Christopher S. Olson  
Christopher S. Olson

Charter Township of Lyon

Joseph E. Shigley  
Joseph E. Shigley - Supervisor

STATE OF MICHIGAN )  
  )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2002, by Joseph E. Shigley, on behalf of the Charter Township of Lyon, Oakland County, Michigan.

Witness:

Rose Case  
Rose Case

Charter Township of Lyon

Pamela Johnson  
Pamela Johnson Clerk

STATE OF MICHIGAN )  
  )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 26 day of NOV, 2002, by Pamela Johnson, on behalf of the Charter Township of Lyon, Oakland County, Michigan.

Witness:

Jane Bailey

MARGARET J. BAILEY  
Notary Public, Oakland County, MI  
Acting in Oakland Co., MI  
My Commission Expires 02/27/2006

E & A Development, L.L.C. a Michigan  
Limited Liability Company

Alexander Ehrmann  
Alexander Ehrmann-Managing Member

STATE OF MICHIGAN )  
  )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 26 day of NOV, 2002, by Alexander Ehrmann, on behalf of E & A Development, L.L.C..

Return To: Jeff Appel, 20854 Park Woods Drive, South Lyon, MI. 48178

**PART OF EIGHT MILE ROAD (60 FOOT WIDE 1/2 RIGHT-OF-WAY):**

Part of the Southeast 1/4 of Section 32, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 32; thence along the centerline of Eight Mile Road, also being the South line of said Section 32 and the Oakland-Washtenaw County Line, S 89°14'09" E, 160.07 feet, to the POINT OF BEGINNING of the Right-of-Way to be described; thence N 00°45'51" E, 60.00 feet; thence S 89°14'09" E, 498.68 feet; thence S 00°33'57" W, 60.00 feet; thence N 89°14'09" W, 498.89 feet, to the POINT OF BEGINNING, containing 0.69 acres, more or less. Subject to any easements or restrictions of record.

P21-32-300-017

**OAK TREE DRIVE (60 FOOT WIDE RIGHT-OF-WAY):**

Part of the Southeast 1/4 of Section 32, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 32; thence along the centerline of Eight Mile Road, also being the South line of said Section 32 and the Oakland-Washtenaw County Line, S 89°14'09" E, 160.07 feet; thence N 00°45'51" E, 60.00 feet; thence along the Northerly Right-of-Way line of Eight Mile Road (60 foot wide 1/2 Right-of-Way), S 89°14'09" E, 307.10 feet, to the POINT OF BEGINNING of the Right-of-Way to be described; thence N 00°45'51" E, 5.96 feet; thence Northerly on an arc left, having a length of 253.88 feet, a radius of 870.00 feet, a central angle of 16°43'11", and a long chord which bears N 07°35'44" W, 252.98 feet; thence Northerly on an arc right, having a length of 297.00 feet, a radius of 1030.00 feet, a central angle of 16°31'17", and a long chord which bears N 07°41'41" W, 295.97 feet; thence N 00°33'57" E, 541.92 feet; thence Northerly on an arc left, having a length of 206.53 feet, a radius of 270.00 feet, a central angle of 43°49'40", and a long chord which bears N 21°20'53" W, 201.54 feet; thence N 43°15'43" W, 52.59 feet; thence along the Southeasterly Right-of-Way line of Mulberry Lane (60 foot wide Right-of-Way), N 46°44'17" E, 60.00 feet; thence S 43°15'43" E, 52.59 feet; thence Southerly on an arc right, having a length of 252.43 feet, a radius of 330.00 feet, a central angle of 43°49'40", and a long chord which bears S 21°20'53" E, 246.32 feet; thence S 00°33'57" W, 541.92 feet; thence Southerly on an arc left, having a length of 279.70 feet, a radius of 970.00 feet, a central angle of 16°31'17", and a long chord which bears S 07°41'41" E, 278.73 feet; thence Southerly on an arc right, having a length of 271.39 feet, a radius of 930.00 feet, a central angle of 16°43'11", and a long chord which bears S 07°35'44" E, 270.42 feet; thence S 00°45'51" W, 5.96 feet; thence along the Northerly Right-of-Way line of said Eight Mile Road, N 89°14'09" W, 60.00 feet, to the POINT OF BEGINNING, containing 1.90 acres, more or less. Subject to any easements or restrictions of record.

P21-32-300-017

**STEDMANN DRIVE (60 FOOT WIDE RIGHT-OF-WAY):**

Part of the Southeast 1/4 of Section 32, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 32; thence along the centerline of Eight Mile Road, also being the South line of said Section 32 and the Oakland-Washtenaw County Line, S 89°14'09" E, 160.07 feet; thence N 00°45'51" E, 60.00 feet; thence along the Northerly Right-of-Way line of Eight Mile Road (60 foot wide 1/2 Right-of-Way), S 89°14'09" E, 367.10 feet; thence along the Easterly Right-of-Way line of Oak Tree Drive (60 foot wide Right-of-Way), on the following four (4) courses: 1) N 00°45'51" E, 5.96 feet; 2) Northerly on an arc left, having a length of



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271.39 feet, a radius of 930.00 feet, a central angle of 16°43'11", and a long chord which bears N 07°35'44" W, 270.42 feet; 3) Northerly on an arc right, having a length of 279.70 feet, a radius of 970.00 feet, a central angle of 16°31'17", and a long chord which bears N 07°41'41" W, 278.73 feet; 4) N 00°33'57" E, 461.92 feet, to the POINT OF BEGINNING of the Right-of-Way to be described; thence continuing along said Easterly Right-of-Way line, N 00°33'57" E, 60.00 feet; thence S 89°26'03" E, 210.00 feet; thence S 00°33'57" W, 60.00 feet; thence N 89°26'03" W, 210.00 feet, to the POINT OF BEGINNING, containing 0.29 acres, more or less. Subject to any easements or restrictions of record.

PT 21-32-300-017

**MULBERRY LANE (60 FOOT WIDE RIGHT-OF-WAY):**

Part of the Southeast 1/4 and part of the Southwest 1/4 of Section 32, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 32; thence along the centerline of Eight Mile Road, also being the South line of said Section 32 and the Oakland-Washtenaw County Line, S 89°14'09" E, 160.07 feet; thence N 00°45'51" E, 60.00 feet; thence along the Northerly Right-of-Way line of Eight Mile Road (60 foot wide 1/2 Right-of-Way), S 89°14'09" E, 307.10 feet; thence along the Westerly Right-of-Way line of Oak Tree Drive (60 foot wide Right-of-Way), on the following five (5) courses: 1) N 00°45'51" E, 5.96 feet; thence Northerly on an arc left, having a length of 253.88 feet, a radius of 870.00 feet, a central angle of 16°43'11", and a long chord which bears N 07°35'44" W, 252.98 feet; 2) Northerly on an arc right, having a length of 297.00 feet, a radius of 1030.00 feet, a central angle of 16°31'17", and a long chord which bears N 07°41'41" W, 295.97 feet; 3) N 00°33'57" E, 541.92 feet; 4) Northerly on an arc left, having a length of 206.53 feet, a radius of 270.00 feet, a central angle of 43°49'40", and a long chord which bears N 21°20'53" W, 201.54 feet; 5) N 43°15'43" W, 52.59 feet, to the POINT OF BEGINNING of the Right-of-Way to be described; thence S 46°44'17" W, 15.01 feet; thence Westerly on an arc right, having a length of 368.83 feet, a radius of 480.00 feet, a central angle of 44°01'31", and a long chord which bears S 68°45'02" W, 359.82 feet; thence N 89°14'12" W, 75.04 feet; thence N 00°45'48" E, 60.00 feet; thence S 89°14'12" E, 75.04 feet; thence Easterly on an arc left, having a length of 322.72 feet, a radius of 420.00 feet, a central angle of 44°01'31", and a long chord which bears N 68°45'02" E, 314.84 feet; thence N 46°44'17" E, 87.55 feet; thence Northeasterly on an arc left, having a length of 229.10 feet, a radius of 370.00 feet, a central angle of 35°28'38", and a long chord which bears N 28°59'58" E, 225.46 feet; thence N 11°15'39" E, 33.47 feet; thence Northerly on an arc left, having a length of 33.06 feet, a radius of 42.00 feet, a central angle of 45°05'57", and a long chord which bears N 11°17'20" W, 32.21 feet; thence on an arc right, having a length of 282.95 feet, a radius of 60.00 feet, a central angle of 270°11'54", and a long chord which bears S 78°44'21" E, 84.71 feet; thence Southwesterly on an arc left, having a length of 33.06 feet, a radius of 42.00 feet, a central angle of 45°05'57", and a long chord which bears S 33°48'37" W, 32.21 feet; thence S 11°15'39" W, 33.47 feet; thence Southerly on an arc right, having a length of 266.25 feet, a radius of 430.00 feet, a central angle of 35°28'38", and a long chord which bears S 28°59'58" W, 262.02 feet; thence S 46°44'17" W, 72.54 feet, to the POINT OF BEGINNING, containing 1.37 acres, more or less. Subject to any easements or restrictions of record.

PT 21-32-300-017

**PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER:**

Part of the Southeast 1/4 and part of the Southwest 1/4 of Section 32, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner



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of said Section 32; thence along the centerline of Eight Mile Road, also being the South line of said Section 32 and the Oakland-Washtenaw County Line, S 89°14'09" E, 160.07 feet; thence N 00°45'51" E, 60.00 feet; thence along the Northerly Right-of-Way line of Eight Mile Road (60 foot wide 1/2 Right-of-Way), S 89°14'09" E, 307.10 feet; thence along the Westerly Right-of-Way line of Oak Tree Drive (60 foot wide Right-of-Way), on the following two (2) courses: 1) N 00°45'51" E, 5.96 feet; 2) Northerly on an arc left, having a length of 207.41 feet, a radius of 870.00 feet, a central angle of 13°39'33", and a long chord which bears N 06°03'56" W, 206.91 feet, to the POINT OF BEGINNING of the Easement to be described; thence due West, 31.99 feet; thence N 82°17'15" W, 112.30 feet; thence N 74°03'39" W, 67.95 feet; thence N 42°06'03" W, 59.97 feet; thence N 08°36'31" W, 79.76 feet; thence N 89°14'09" W, 584.67 feet; thence S 00°45'51" W, 161.00 feet; thence N 89°14'09" W, 153.57 feet; thence N 00°45'51" E, 236.00 feet; thence S 89°14'09" E, 309.22 feet; thence N 89°26'09" E, 381.56 feet; thence due North, 22.14 feet; thence S 89°52'44" E, 11.08 feet; thence due North, 64.81 feet; thence due East, 94.81 feet; thence S 00°33'57" W, 119.72 feet; thence S 09°02'58" E, 125.44 feet; thence N 78°10'20" E, 156.70 feet; thence

along the Westerly Right-of-Way line of said Oak Tree Drive on the following two (2) courses: 1) Southerly on an arc left, having a length of 74.20 feet, a radius of 1030.00 feet, a central angle of 04°07'40", and a long chord which bears S 13°53'30" E, 74.19 feet; 2) Southerly on an arc right, having a length of 46.47 feet, a radius of 870.00 feet, a central angle of 03°03'37", and a long chord which bears S 14°25'32" E, 46.46 feet; to the POINT OF BEGINNING, containing 2.72 acres, more or less. Subject to any easements or restrictions of record.

PT 21-32-300-017

**CENTERLINE OF A 30 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER:**

Part of the Southeast 1/4 of Section 32, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 32; thence along the centerline of Eight Mile Road, also being the South line of said Section 32 and the Oakland-Washtenaw County Line, S 89°14'09" E, 160.07 feet; thence N 00°45'51" E, 60.00 feet; thence along the Northerly Right-of-Way line of Eight Mile Road (60 foot wide 1/2 Right-of-Way), S 89°14'09" E, 307.10 feet; thence along the Westerly Right-of-Way line of Oak Tree Drive (60 foot wide Right-of-Way), on the following three (3) courses: 1) N 00°45'51" E, 5.96 feet; 2) Northerly on an arc left, having a length of 253.88 feet, a radius of 870.00 feet, a central angle of 16°43'11", and a long chord which bears N 07°35'44" W, 252.98 feet; 3) Northerly on an arc right, having a length of 183.10 feet, a radius of 1030.00 feet, a central angle of 10°11'08", and a long chord which bears N 10°51'46" W, 182.86 feet, to the POINT OF BEGINNING of the centerline of the 30 Foot Wide Easement to be described; thence along the line common to Lots 93 and 94 of "Park Woods #3", S 84°13'48" W, 157.25 feet, to the POINT OF TERMINUS. Subject to any easements or restrictions of record.

October 15, 2002  
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PT 21-32-300-017



Septic Attachment:

Date: 6-14-2002

This is an Approval based upon engineer plan (dated 05-06-2002) and the following items in this attachment:

For: Park Woods Phase III, Lyon Twp, 30 sites with gravity collection to community tile field with RSF pre-treatment.

Location: near 8 Mile & Pontiac Trail, Lyon Twp, Section 32

Oakland County Health Division  
1010 E. West Maple Rd.  
Walled Lake, MI 48390-3588

CVT: Lyon Township

Sewage permit issued in accordance with engineer's plan job 95032

By: Boss Engineering

Dated: 5-6-2002, last revised

and the following items:

- 1) All tanks shall be structurally sound and watertight.
- 2) Tanks shall be tested for watertightness: each tank shall filled to a point 2" into access riser and then measuring any water loss over the next 24 hrs. An alternative watertightness test may be acceptable based on engineer's test procedure. Engineer is to certify watertightness of tank in writing.
- 3) Risers shall be constructed watertight. The risers shall be attached to the tanks such that a watertight seal is provided. All tanks shall have risors to grade.
- 4) All adhesives and sealants shall be waterproof, corrosion resistant and approved for its intended application.
- 5) An effluent filter is required in septic tank.
- 6) Audio/visual alarm is required for recirculation tanks.
- 7) Any pumps shall be installed with quick disconnect feature, allowing removal/replacement of pump without entry into tank(s).
- 8) Design engineer is to establish all grades. Making sufficient inspections during project construction to assure compliance with plans and specifications and providing this office with a signed statement to that affect, as built plans shall be submitted by engineer before final approval.
- 9) All overburden and lenses of sand soils are to be cut to approximately 4-6 feet through to medium sands. Mid cut inspection required. All backfill material is to be 2NS sand. This is based upon soil log from April 16, 2002.
- 10) A sieve analysis is required on the material placed into sand filter to verify media criteria are met. Proper handling and storage of media is essential to meet specifications. Engineer is to certify media in filter meets standards.

Cc: Boss Engineering, 3121 E. Grand River, Howell, MI 48843

Exhibit **E****Park Woods #3 Boundary Description**

Part of the Southwest ¼ and Southeast ¼ of Section 32, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South ¼ Corner of said Section 32; thence along the South Line of Section 32 and the Oakland-Washtenaw County Line, N 89°14'09" W, 569.93 feet; thence N 00°45'51" E, 264.00 feet; thence S 89°14'09" E, 11.43 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 00°45'51" E, 236.00 feet; thence along the South line of "Park Woods" Subdivision as recorded in Liber 257, Pages 25 through 28, S 89°14'09" E, 309.22 feet; thence along the East line of "Park Woods" Subdivision, on the following three (3) courses: 1) N 42°51'47" E, 297.69 feet; 2) N 13°11'04" E, 401.32 feet; 3) N 09°31'28" W, 127.10 feet; thence along the South line of Mulberry Lane (60 foot wide Right of Way), on the following two (2) courses: 1) along a curve westerly on an arc right, having a length of 86.19 feet, a radius of 480.00 feet, a central angle of 10°17'16", and a long chord which bears S 85°37'10" W, 86.07 feet; 2) N 89°14'12" W, 75.04 feet; thence N 00°45'48" E, 60.00 feet; thence along the North line of Mulberry Lane (60 foot wide Right of Way), N 89°14'12" W, 27.57 feet; thence along the East line of Greenbriar Lane (60 foot wide Right of Way), N 00°45'48" E, 190.00 feet; thence along the South line of "Park Woods #2" Subdivision as recorded in Liber 269, Pages 1 through 8, on the following eleven (11) courses: 1) S 89°14'12" E, 200.00 feet; 2) S 22°11'12" E, 170.23 feet; 3) along a curve northeasterly on an arc left, having a length of 19.98 feet, a radius of 420.00 feet, a central angle of 02°43'35", and a long chord which bears N 66°27'00" E, 19.98 feet; 4) N 24°54'47" W, 164.80 feet; 5) N 44°52'23" E, 239.40 feet; 6) N 20°31'51" E, 330.17 feet; 7) S 89°26'03" E, 295.12 feet; 8) S 00°33'57" W, 303.52 feet; 9) S 18°42'10" W, 270.72 feet; 10) S 16°41'28" E, 284.07 feet; 11) S 89°26'03" E, 40.00 feet; thence S 00°33'57" W, 1131.86 feet; thence along the South Line of Section 32 and the Oakland-Washtenaw County Line, N 89°14'09" W, 498.89 feet; thence N 00°45'51" E, 110.00 feet; thence N 06°28'22" W, 317.53 feet; thence N 89°14'09" W, 525.00 feet; thence S 00°45'51" W, 161.00 feet; thence N 89°14'09" W, 153.57 feet, to the POINT OF BEGINNING, containing 27.68 acres, more or less, and subject to the rights of the public over the existing Eight Mile Road. Also subject to any other easements or restrictions of record.

21-32-300-017