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LIVINGSTON COUNTY, MI 48843

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

MARION OAKS DEVELOPMENT, LLC.,
a Michigan limited liability company,

Plaintiff.

Case No. 04-20849-CZ
HON. STANLEY J. LATREILLE

-vs-

THE TOWNSHIP OF MARION,
a Michigan municipal corporation,

Defendant.

TRUE COPY
MARGARET M. DUNLEAVY
LIVINGSTON COUNTY CLERK

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CONSENT JUDGMENT

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

on 5-31, 2007.

Present: Hon. STANLEY J. LATREILLE
Circuit Court Judge

The facts on which this Consent Judgment ("Judgment") is based are as follows:

A. Plaintiff, Marion Oaks Development, LLC is the owner of certain real property, comprised of approximately 230.76 acres, more or less, located in the Township of Marion, Livingston County, Michigan ("Property"). The Property is located on the east side of Pinckney Road (D-19) and north of Wright Road, Parcel I.D. No. 4710-12-300-004. (A legal description of the Property is attached as Exhibit "A").

B. Defendant, The Township of Marion ("Township") is a Michigan municipal corporation, organized and existing pursuant to and in accordance with the statutes and constitution of the State of Michigan.

C. In November 2003, Plaintiff filed with the Township, its application for rezoning, seeking to rezone the Property from its current Suburban Residential (SR) zoning, to Urban Residential (UR) zoning with a Planned Unit Development ("PUD") option.

D. Plaintiff's proposed use for the Property consisted of detached single family residential, attached multiple family residential, commercial retail and recreational amenities.

E. On April 8, 2004, this matter was brought before the Marion Township Board of Trustees, at which time the Board of Trustees voted to deny Plaintiff's rezoning request, in accordance with the Township Planning Commission and County Planning Department's recommendation for denial.

F. The Township Zoning Board of Appeals denied Plaintiff's land use variance request on June 7, 2004.

G. The Township has adopted a Zoning Ordinance pursuant to the Township Rural Zoning Act, which Zoning Ordinance has been amended and reprinted from time to time ("Zoning Ordinance").

H. Subsequent to denial of its rezoning and land use variance requests, Plaintiff filed its Complaint against the Township with the Livingston County Circuit Court, seeking money damages, injunctive, declaratory and other relief.

I. The parties have engaged in extensive settlement discussions, which have resulted in the terms and conditions as set forth within this Consent Judgment.

J. The parties acknowledge that there exists a mutual opportunity for the parties to avoid future litigation and expense, and the uncertainty of a trial, and the parties are thus desirous of entering into this Consent Judgment, to resolve this matter in accordance with the terms contained herein, and without any admission of liability.

NOW, THEREFORE, pursuant to stipulation of the parties, by and through their respective counsel, and the Court having determined that this Consent Judgment is reasonable and just, and being otherwise fully advised in the premises;

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. **Zoning**. The Property shall remain zoned SR - Suburban Residential. Nothing in this Consent Judgment shall prohibit or preclude the Township from subsequently amending the zoning classification applicable to the Property, exercising its legislative discretion. Despite the current zoning or any amended zoning, the Property may be developed, constructed and used in conformity with the terms of this Consent Judgment. All uses provided for in this Consent Judgment shall be deemed legal conforming permitted uses, and Plaintiff shall have vested rights to same. In the event any of the buildings or structures are destroyed or damaged by fire or other casualty, Plaintiff may rebuild same in accordance with the terms of this Consent Judgment.

2. **Site Plans**. The Property shall be used and developed in accordance with the layout as depicted in the plans (herein "Development") prepared by Boss Engineering ("Boss"), dated January 22, 2007, Job Number 03219, last revised April 16, 2007, consisting of Sheet Nos. 1 through 18. These plans, which are inclusive of site grading, utility, landscape and lighting plans

shall be referred to collectively herein as the "Plans", reduced size copies of which are attached hereto as Exhibit "B", incorporated herein by reference, and made a part of this Consent Judgment. Large scale copies of the Plans shall be kept on file at the Township offices. The Plans shall constitute final site plan approval (except for Components D and E), subject to engineering review and approval as provided for in this Consent Judgment. The Development shall consist of the uses and product type shown on the Plans, with lot sizes, configuration and road pattern in general conformance with the Plans. Components D and E shall undergo the usual and customary site plan approval process in accordance with Township Ordinance standards applicable to same.

3. **Ingress/Egress Access Drives.** Subject to receiving approval from the Livingston County Road Commission ("LCRC") or other governmental agency having jurisdiction over same, Plaintiff shall provide an ingress/egress boulevard drive from the Property to Pinckney Road and to Wright Road, as depicted in the Plans. The location of ingress/egress drives to Component D shall be determined during site plan approval process for Component D, in accordance with LCRC applicable standards.

4. **Development Criteria.** The Property shall be developed and used in accordance with this Consent Judgment and the Plans. Setbacks and other dimensional and site requirements shall be as shown on the Plans and in this Consent Judgment. Further, when necessary due to site conditions or practical difficulties, the setbacks and other dimensional criteria may be administratively adjusted by the Supervisor or his/her designee.

(a) **Component A - 55' Single Family Detached Units (total 118 units)**

- Minimum lot size 6,600 sq. ft.
- Front yard setback 25'.
- Minimum lot width 55' at building setback.
- Rear yard setback 25'.
- Side yard setback 5' minimum, 15' total both sides.
- Sidewalks, minimum 5' in width, on both sides of the street.

- Roads shall be private and, except as otherwise modified in this Consent Judgment and the Plans, shall meet minimum county road specifications, except for the eyebrows, which will need to be varied. Roads shall be minimum 27' back of curb to back of curb. Two (2) entranceways into Component A. Parking shall be allowed only on one side of the street.
- There shall be 115' buffer from the rear yard property line to the D-19 proposed future half right-of-way. Natural vegetation will be preserved to the extent possible, and Plaintiff will provide a landscaped berm along D-19 from the northern property line southward to the northern property line of the commercial component. The landscape berm shall be provided in accordance with Section 6.13(B)(2) of the Zoning Ordinance.
- Component A is compatible with residential zoning to the north; thus, no landscaping (with exception of Lots 15 through 33 as specified below), other than existing vegetation, shall be provided. Each lot owner, may landscape their rear yard as provided by Township Ordinance. Lots 15 through 33 abutting the northern property line shall have minimum depth of 130'. Plaintiff shall also install behind these specified lots, a 3' high berm with plantings, as shown on the Plans.
- Minimum square footage for housing units shall be 1,000 square feet for ranch style; 1,400 square feet for split level and colonial, with 800 square feet minimum on first floor. Building height shall not exceed 35' from grade to ridge line of roof.

Component B - Single Family Detached Units (total 150 units)

- Minimum lot size 9,100 sq. ft.
- Front yard setback 25'.
- Minimum lot width 75' at building setback.
- Rear yard setback 30'.
- Side yard setback 5' minimum and 15' total.
- 35' maximum building height from grade to ridge line of roof.
- Due to topography (steep and hilly terrain) and regulated wetlands, certain cul-de-sacs in Component B shall be allowed to exceed the 600' maximum length, as shown on the Plans.
- Sidewalks minimum 5' wide, to be installed on both sides of the street
- Roads shall be private and, except as otherwise modified in this Consent Judgment and the Plans, shall meet the minimum county road specifications. Roads shall be minimum 27' back of curb to back of curb. Parking shall be allowed only on one side of the street.

Component C - Attached Condominium Units (total 192 units) Consisting of 2, 3 and 4 plex Buildings

- 20' distance side to side; 30' distance side to back and back to back.
- 30' from building to back of curb.
- Sidewalks on one side of street, 5' minimum width.

- Landscape berm, as shown on Plans, to be provided along Wright Road from the eastern property line of the commercial component to the entranceway from Wright Road.
- Maximum building height shall be two stories, 35' from grade to ridge line of roof. Per unit living area shall be minimum 900 square feet. Landscape berm and/or evergreen screening, in accordance with Zoning Ordinance Section 6.13(B)(2), shall be provided between Component C and Component D, but located on Component C.
- Roads shall be private and, except as otherwise modified in this Consent Judgment and the Plans, shall meet the minimum county road specifications. Roads shall be minimum 27' back of curb to back of curb. Parking shall be allowed on one side of the street, and the greenbelt from the sidewalk to curb shall be reduced from 5' in width to 3' in width, to allow the sidewalk to be moved closer toward the street. The sidewalk shall maintain its 5' minimum width.

Component D – Commercial Center

- An internal paved pedestrian access connection shall be provided from Component C to Component D, to connect with the sidewalk connection to Component D along Pinckney Road.
- Component D development and each of its proposed uses shall be subject to the Township's usual and customary site plan review proceedings, as provided for in the Township ordinances, and subject to the HS zoning district criteria specified in the zoning ordinance, unless provided for otherwise in this Consent Judgment.
- To be developed on southwest corner of parcel, consisting of 11.97 acres gross and 10.19 acres net.
- Not to exceed 50,000 net leasable square feet total for all buildings and outlot buildings, with a minimum of two buildings on the site. No one user shall occupy any building, except for the outlot(s), with the remaining building(s) to consist of multiple commercial users.
- Plaintiff shall be permitted up to three (3) drive-thru uses, with a maximum of six (6) lanes total.
- Screening between the Component D and Component C shall be as provided in the Component C section above.
- Permitted uses shall be those uses identified as Highway Service District-HS, Section 9.01(B) of the Zoning Ordinance, but excluding automobile dealerships, monument sales and manufacturing, mini-storage facilities, wholesale distribution, contractor storage yards and household equipment rentals (unless offered through a hardware store). Further, drive-in, drive-thru, take out, pick-up and other forms of in-vehicle retail or service establishments, including restaurants, financial institutions, dry cleaning businesses and similar facilities, shall also be permitted uses under this Judgment.
- Ingress/egress drives location subject to LCRC approval and site plan approval. In the event of the LCRC or any other responsible agency having jurisdiction, refuses to permit an ingress/egress drive

from Component D to either Pinckney Road or Wright Road, then Plaintiff shall provide ingress/egress road access from Component D to Component C.

- Township shall cooperate with the transfer of Plaintiff's current Michigan Liquor Control Commission license to user in Component D, and not object to same.

Component E - Soccer/Baseball Fields/Clubhouse/Pool Facility

- Plaintiff, at its cost, shall provide two (2) soccer fields and one (1) baseball field, along with building pavilion and outdoor pool, as shown on the Plans.
- Homeowners/Condominium Associations to maintain these facilities.
- Minimum parking to be provided of 50 spaces.
- Pool shall be minimum 1,500 square feet in size.
- The recreational amenities shall be constructed, once 80% of the units in Phase I of the development are built.
- Component E shall be subject to the Township's usual and customary site plan review proceedings, as provided for in the Township Ordinances.

Signage

- Plaintiff shall provide a main entranceway wall sign from D-19. Also, for each residential Component, one (1) enhanced entranceway sign shall be provided, and for Component C, three (3) enhanced entranceway signs shall be provided, as shown on the Plans.
- Two (2) temporary advertising signs shall be permitted, one (1) for residential (not to exceed 64 sq. ft. in size), to be placed along D-19 residential frontage and one (1) for commercial component (not to exceed 64 sq. ft. in size), to be placed along commercial frontage, until 80% of the development is sold out.

5. **Wetlands.** Regulated wetlands, if any, that may be located upon the Property, are not governed by the Township, and shall be subject to the jurisdiction of the MDEQ. Regulated wetlands can be used for retention/detention areas, subject to MDEQ approval. MDEQ permits shall be required, as necessary, for any activities in the wetland boundaries.

6. **Land Use and Other Permits.** The Township will issue land use, permits and all other permits necessary to enable Plaintiff to construct the improvements shown on the Plans, after proper application by Plaintiff and the payment of all applicable application and permit fees, and compliance with all applicable building codes and engineering and zoning requirements, except as

modified in this Consent Judgment. Issuance of permits shall not be unreasonably delayed or withheld, time being of the essence.

7. **Separate Tax Parcel Identification.** Plaintiff shall furnish the Township Assessor with a survey and legal description for any Component which Plaintiff wants to divide as a separate parcel or condominium unit (including uses within a Component), and obtain a separate tax bill. Plaintiff shall prepare and record a Declaration of Easements and/or Restrictions for ingress/egress, maintenance and parking, or a Master Deed, the form of which shall be reviewed and approved by the Township Attorney. Component D may be divided prior to approval of the Declarations, Restrictions and/or Master Deed. Plaintiff may apply for any number of parcel divisions as may be permitted under the Michigan Land Division Act ("Act"), and the Township Assessor shall provide a separate Parcel Identification Number for each approved description or condominium unit. The Township and Assessor shall cooperate with Plaintiff to approve any land division/combination necessary to effectuate the Development if such proposed land division/combination complies with all applicable ordinances, the required application fees have been paid and the real estate taxes paid.

8. **Landscaping.** Landscaping shall be provided in accordance with the Plans. In the event landscaping of the common areas as shown on the Plans for a specific phase of a Component is unfinished (due to weather or other conditions), and a certificate of zoning compliance is requested by Plaintiff or a builder, Plaintiff may provide to the Township a landscape performance bond or irrevocable letter of credit in a sufficient monetary amount, to ensure completion of the required landscaping. Upon providing same, Township shall issue the certificate of zoning compliance. The bond or letter of credit, as the case may be, shall be released to Plaintiff upon completion of the required landscaping, and partial releases shall be allowed in proportion to the completed landscaping as work progresses.

9. **Storm Water Detention/Retention**. Plaintiff shall provide storm water drainage and storm water retention/detention on-site in conformance with the storm water management plan documents to be submitted by Plaintiff's engineers, provided that such plans meet but do not have to exceed the requirements, standards, or calculations of the Livingston County Drain Commission ("LCDC") ordinance for storm water run-off, discharge or detention volume in effect during the year 2006, and are approved by the LCDC. Additionally, the ponds as depicted on the Plans shall have 1' vertical to 5' horizontal slopes and shall not be required to be fenced. The storm water detention/retention system will be subject to a storm water retention/detention maintenance and construction agreement in accordance with normal Township and/or LCDC practices which will provide for the maintenance of such storm water retention/detention system by Plaintiff or the condominium/homeowner association, as defined herein; and for the purpose of providing the Township and/or LCDC with the right to perform any required maintenance to the storm water retention/detention system which is not performed by Plaintiff or by the individual condominium/homeowner associations, as the case may be. If necessary and without cost to Plaintiff for such access, the Township shall cooperate with Plaintiff and grant all easements necessary for access, construction and discharge of storm water through Township-owned properties or easements. The Township agrees to work with Plaintiff and the LCDC, at Plaintiff's cost, in good faith and with due diligence in achieving the necessary storm water management for the Property, including drainage to natural drains or Township or County facilities capable of receiving same. It is anticipated that storm water drainage will be private, and will not be required to be within a drain district.

10. **Water and Sewer**. Plaintiff shall, at its sole expense, construct and install improvements and/or connections for each phase of the Development, tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the approved Engineering Construction Plans to be submitted, and all applicable township, MHOG, state, and county standards, codes, regulations, ordinances and laws. Such water and sanitary

sewer service facilities, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be provided by the Plaintiff and at the sole expense of Plaintiff, and shall be completed, approved and dedicated to the Township and/or MHOG to the extent necessary to fully service all proposed and existing facilities, structures and uses to be served thereby in each phase, prior to issuance of any land use permits for building construction.

The Development shall connect to the existing Township sanitary sewer lines and water lines. Plaintiff shall pay the connection fees and tap-in charges in effect at the time of such connections and/or tap-ins. Plaintiff shall be provided with use of existing easements, gravity sewer, force main and lift stations, as applicable, for transport of sewage from the Development to the facility servicing the Property. The Township will not unreasonably withhold capacity and taps available in the sewer district servicing the Property. Plaintiff shall be permitted capacity to accommodate the 460 housing units, recreational amenities and commercial component shown on the Plans, if the capacity is available and if Plaintiff pays for the capacity at such time as needed. For the 2, 3 and 4-plex buildings, there shall be one sanitary sewer lead per building. Plaintiff shall only be responsible for the cost of improvements necessary to accommodate the increased capacity directly attributable to Plaintiff's Development, and not capacity for future growth. In addition, Plaintiff may direct its sanitary sewer flow to the sanitary sewer lift station on the Parker High School property. Plaintiff shall be responsible for the cost associated with any improvements to the lift station(s) necessary to accommodate such sewer flow. If improvements to the existing lift station(s) are not practical or adequate to accommodate the anticipated sewer capacity for the Development, or if it is more practical or economically more feasible for Plaintiff to forego improvements to existing lift station(s) and construct a new lift station as necessary, then Plaintiff shall be responsible for the costs related to same.

A. **Public Sanitary Sewers.** Plaintiff acknowledges requiring 460 REU's for residential units (single family and attached). The Township acknowledges that capacity is currently available today for the Development. The parties acknowledge the REU's for the Commercial Component , the pool and other common areas will be determined at time of engineering approval, consistent with the Township's sewer and water ordinances.

Per the Marion Township Sewer and Water Ordinance, Plaintiff may purchase REU's for capacity from the Township and/or transfer REU's of capacity from other properties (within or outside of the Township) via the mechanism provided in Chapter Four of the above-referenced Sewer and Water Ordinance. The Township acknowledges reserving capacity in all transmission lines, forcemains and additional appurtenances and the wastewater treatment plant for all pre-paid REU's.

Plaintiff shall have the option of requesting a Special Assessment District ("SAD") as a mechanism for pre-paying REU's. The Township shall consider SAD equivalent to cash payment in regard to reserving capacity. The Township, in its sole discretion, may grant or deny the SAD request. In the event the SAD request is granted, the Township shall process the SAD request in its usual and customary manner. A land use permit will not be issued for a building, unless the REU fees for that building have been paid in cash or by SAD.

B. **Water Connections.** Plaintiff agrees to pay the cost of improvements necessary to increase capacity and/or pressure in the water system to allow Plaintiffs' Development to be connected to it. Any upgrades, over sizing of pipe or other improvements requested by the Township and/or MHOG, but which are not necessary improvements for the Development, shall be paid for by the Township and/or MHOG. Upon payment of all usual and customary costs by Plaintiff necessary for the water connections, Township agrees to provide water connections to its water system for the Property. Plaintiff agrees to pay to Township the water connection fees required under the applicable ordinances.

11. Road Improvements/Wright Road/Pinckney Road. All required road improvements associated with the Development shall be included in the Plans and engineering plans submitted for approval. All roads within the Development shall be private and constructed with road geometric and rights-of-way, as shown on the Plans and designated in accordance with LCRC requirements, with those deviations provided in the Plans. The LCRC has jurisdiction over Pinckney Road and Wright Road and any work required within the public right-of-way or public road easement shall require a permit from the LCRC. Within the Development depicted on the Plans, sufficient road, utility and pedestrian pathway easements, in accordance with existing planned widths and right-of-way for the pedestrian pathways and roads (except as modified in the Plans), shall be provided by Plaintiff at no cost to the Township. The Township shall not prohibit direct connection of any private road to public road; as long as such connection is in accordance with all applicable Township and County road design standards and the Plans. With respect to the Pinckney Road improvements, Plaintiff shall only be responsible for improvements necessary to the ingress/egress points of the Development (such as acceleration/deceleration lanes). Plaintiff shall not commence the road improvements, until all engineering and LCRC approvals have been received for construction of the road improvements. All costs incurred for the road improvements, tree removal or replacement, engineering, permits and other items associated with the contemplated road improvements, shall be the responsibility of Plaintiff. If Plaintiff requests, Township agrees to exercise its power of eminent domain to aid in obtaining necessary public rights-of-way, provided Plaintiff pays all costs for such rights-of-way and proceedings, including reasonable attorney fees to obtain them. Plaintiff shall be responsible to construct a two-lane, 24' wide, open ditch, asphalt cross section, as required by the LCRC, for paving of Wright Road from where Howell School District finishes paving, easterly to the eastern limits of the entranceway off Wright Road. The paving shall be completed (weather permitting), prior to issuance of a certificate of occupancy for Phase II of Component C.

12. **Utilities for Internal Roads.** All roadways in the Development shall be constructed in such a manner that underground utilities can be accommodated within the right-of-way, private road easements, or other private easements, as approved by the Township Engineer. Installation of water and sanitary sewer lines under pavement within the boundaries of the Property shall be permitted; provided, however, wherever possible and practical, Plaintiff may propose water main utility construction within a greenbelt to avoid the limits of pavement. Water mains constructed within a greenbelt shall, to the extent practicable, also be positioned so that they are not underneath landscaping berms, trees and shrubs. Under no circumstances shall utilities be installed longitudinally, under the pavement of public roads, unless approved by the Township Engineer or governmental authority having jurisdiction over same.

13. **Phasing.** Phasing of the Development shall be as shown on the Plans. However, due to market conditions, market demand and/or other economic or non-economic factors affecting the Development, Plaintiff may change the phasing, with Township approval, which approval shall not be unreasonably withheld. Construction under any phase shall be governed by the provisions of this Consent Judgment.

14. **Engineering Review.** Plaintiff shall submit to the Township engineering plans for the Development (including road, utility, and storm drainage plans) which shall be comprehensively reviewed and approved, and comments provided by the Township Engineer or consultant (as the case may be), within thirty (30) days of submittal. Plaintiff shall submit revised engineering plans within thirty (30) days thereafter, and review comments or approval shall be made by the Township Engineer within twenty-one (21) days after re-submission. The procedure set forth herein shall also apply to "As-Built" plan reviews, and shall be followed until the engineering plans are approved. Approvals by the Township or the Township Engineer, consistent with this Consent Judgment, shall not be unreasonably delayed or withheld.

15. **Construction of Utilities, Pathway and Work Within The Road Right-Of-Ways.**

The installation of public utilities shall not commence until the construction plans therefore have been approved by the Township Engineer and the required permits have been obtained. In addition, no utility construction shall be permitted until all items on the engineering project checklist have been reasonably and substantially completed and a pre-construction meeting has been held with the Township's engineering department. The design of the utilities shall comply with Township and Livingston County applicable standards in effect at the time of submittal of such plans, except as modified herein. The Township engineering standards shall apply to the construction and inspection of the storm, water and sanitary sewers servicing the Property. Work within the right-of-ways shall not proceed until the LCRC has issued a right-of-way use permit to the Plaintiff.

16. **Construction Commencement.** Tree removal, mass balancing and soil erosion work may commence upon receipt of a soil erosion permit, submission for the first engineering review and approval of the grading plan provided, however, that no such work shall begin until the scope of work has been adequately staked or marked, and the Township has conducted an on-site inspection and verification of the proposed scope of the work. Construction of roads and foundation and the installation of utilities, may commence immediately following (1) review and approval of the engineering plans by the Township Engineer; (2) a pre-construction meeting between Plaintiff, its engineer, Township engineer and necessary representatives, MHOG, Livingston County agencies and franchise utility companies; and (3) issuance of the necessary permits, licenses and approvals by the Township and other governmental entities having jurisdiction over the Development, except as otherwise modified by this Consent Judgment. Phase II construction traffic shall be required to enter the Development from Wright Road. If any governmental or regulatory entity with jurisdiction over the Development requires minor modification of any plans before issuance of any approvals, permits or licenses, Plaintiff shall notify the Township Engineer of any proposed minor modification (as defined in Section 20 below) which, for purposes of this Consent Judgment, shall be considered

an approved minor modification. The Plans, including engineering plans and any plans with revisions showing a technical change, shall be filed with the Township.

17. **Easements.** To the extent that access to existing Township sanitary sewer lines, water lines, detention or other utilities is required through property or easements owned by the Township, or to which the Township is entitled or may have access (including off-site), Plaintiff shall be permitted to use the easements (to the extent the easements allow such use) for the purpose of constructing and connecting to the existing sanitary sewer lines, water lines, detention or other utilities as is contemplated for the Development. To the extent that access to existing Township sanitary sewer lines, water lines, detention or other utilities, including roads, is required through easements not owned or otherwise available to the Township, the Township, utilizing its condemnation powers, will assist in securing the necessary easements, provided Plaintiff pays all costs for such easements and proceedings, including reasonable attorney fees to obtain them. Plaintiff shall pay for the actual physical improvements to these utilities as provided for in this Consent Judgment. Plaintiff shall also reserve a utility easement for sewer/water through the cul-de-sac area on the northeast section of the Property. If the Township desires, the cul-de-sac area shall be used for emergency ingress/egress to and from the abutting property to the north, if such property is developed for single family residential use. Plaintiff shall provide a break-away or remote controlled access gate to this area.

18. **Fire Authority Approval.** Fire Authority requirements shall be met and approved by the Township during the engineering approval process, unless modified by this Consent Judgment.

19. **Maintenance Agreement.** With respect to each of the components of the Development, a Declaration of Easements, Covenants, Conditions, and Restrictions, Master Deed or similar document will be executed and recorded by Plaintiff to ensure the continued maintenance of certain aspects of the Development, applicable to the entire Property, including drainage facilities, roads, common areas, storm water retention/detention system, greenbelts, pathways, buffer areas,

recreational areas and/or parking areas within the Development. Such documents shall be first reviewed and approved by the Township Attorney, which approval will not be unreasonably withheld.

20. **Other Governmental Approvals.** The parties are aware that some minor modifications to the Plans may result from further engineering or regulatory requirements of other governmental agencies. Such minor modifications shall be deemed approved by the Township if the changes are substantially in compliance with this Consent Judgment, the intent of the parties and the Plans. For purposes of this Consent Judgment, the term "minor modifications" shall be those minor changes that do not substantially affect the design layout of the Development; do not violate the buffer area distances depicted on the Plans; do not substantially affect the required landscaping; do not increase the density of the housing units; and do not substantially impact the required engineering approval. The Township will take reasonable steps to assist and support, and will not obstruct or impede Plaintiff, in the approval process with regulatory agencies having jurisdiction over the Plans or its requisite improvements.

21. **Other Applicable Laws.** Nothing contained in this Consent Judgment shall be construed to relieve Plaintiff of the obligation to comply with the provisions of state law or obtain the approvals of other governmental or regulatory entities when needed.

22. **Variances.** It is agreed that the Plans may be constructed and that no variances are required. Except as specifically provided in this Consent Judgment, no variances from the Township's Zoning Ordinance or other codes or regulations may be applied for or granted for the Property, for substantial changes to the Plans, unless necessary to achieve the contemplated Development, or necessary due to other governmental or agency reviews. Nothing in this paragraph impacts the right, if any, for any individual homeowner to seek a variance.

23. **Sales Trailer/Construction Trailer.** One (1) sales trailer per Component shall be permitted, until such time as that builder's model home in the applicable residential component is completed and a certificate of occupancy is issued. There shall also be permitted a construction trailer per Component, until such time as builder has completed construction of its housing units in that Component. The location of the trailers shall be agreed upon by the Township and Plaintiff, but shall all be in one location. Also, during development of the Property, Plaintiff shall be allowed to maintain one (1) construction trailer on site, until such development is completed and construction of the residential structures commences. In addition, prior to any construction and road paving taking place, Plaintiff shall be allowed to maintain a sales trailer with direct access to Pinckney Road, for purposes of advertising the Development to the general public.

24. **Model Permits.** The Township (to the extent permitted by the County and any other agency having jurisdiction over model permits) shall approve and issue four (4) land use permits for model residential buildings in each Component A, B and for the two (2) courts or grouping of residential buildings in Component C. All of the foregoing model/land use permits shall be approved and issued prior to (i) the recording of any plat and/or master deed for the applicable Component; and (ii) the issuance of a tax parcel identification number for the applicable lot(s)/unit(s); provided that the model or unit plans are otherwise in compliance with the applicable Township ordinances or regulations. The issuance of land use permits for models is conditioned upon a paved surface being in place in front of the model, to provide clear access to the site under construction.

25. **Mutual Release from Liability.** Plaintiff, for itself, its officers, owners, contractors, consultants, attorneys and employees, successors and assigns, and the Township, the Township's employees, officials, boards, councils, contractors, consultants, and attorneys, mutually release and forever discharge each other of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, executions, damages and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of any acts, events of facts arising out of or related to this lawsuit and existing on the date of this Consent Judgment, whether known or unknown on that date, including all appeal rights. This Mutual Release shall not bar claims brought to enforce the provisions of this Consent Judgment.

26. **Enforcement of Consent Judgment.** In the event of a proceeding to enforce any term or provision of this Consent Judgment, either party may seek to recover costs and attorney fees in addition to any other applicable and available relief.

27. **Good Faith.** The parties and their respective successors, heirs, grantees and assigns shall treat each other in good faith and shall neither take any action which is contrary to or interferes with the spirit of this Consent Judgment, nor omit any action which is necessary or convenient to or consistent with the spirit and intent of this Consent Judgment.

28. **Recordation.** This Consent Judgment shall be recorded with the Livingston County Register of Deeds, and the covenants contained herein are declared to be covenants running with the land and all portions or divisions thereof, and the obligations, duties and rights herein shall be binding on the respective heirs, successors, grantees, and assigns of the parties, and the Livingston County Register of Deeds is ordered to record a true copy of this Consent Judgment in the land records of Livingston County.

29. **Authority.** By their execution of this Consent Judgment, Plaintiff and the Township warrant that they have the authority to execute this Consent Judgment and bind their respective entities, successors, heirs and assigns to its terms and conditions.

30. **Conflicting Provisions.** To the extent that this Consent Judgment conflicts with any Township Ordinance or regulation, the terms of this Consent Judgment shall control. To the extent that the Consent Judgment is silent on issues regulated by Township Ordinances or regulations, then the Township Ordinances and regulations shall control, provided that such ordinance shall not reduce density of housing units, change the road pattern, or interfere with Plaintiff's ability to develop the project, as depicted on the Plans.

31. **Amendment.** The terms of this Consent Judgment may be amended, changed or modified but only by separate order of the Court or by written agreement executed by the parties hereto and later approved and ordered by this Court. Minor modifications to the Plans, as previously described in Section 22, may be done administratively, without having to amend this Consent Judgment.

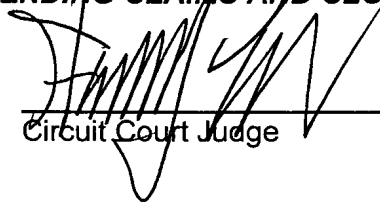
32. **Severability.** Each restriction and clause is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remainder of this Consent Judgment.

33. **Clerical Errors.** Any clerical errors or mistakes in document or exhibit descriptions contained in this Consent Judgment may be corrected by the parties, and all parties agree to cooperate in making such corrections in order to effectuate the spirit and intent of the parties in entering into this Consent Judgment.

34. **Consent Judgment and Exhibits.** This Consent Judgment is hereby deemed to include all exhibits attached hereto and the Plans referenced herein, said exhibits and Plans being incorporated herein and made a part hereof as fully and to the same extent as if the contents of the exhibits and the Plans were set out in their entirety in the body of this Consent Judgment. All references to this Consent Judgment are deemed to be a reference to the body of this Consent Judgment and to the exhibits and the Plans.

35. Continuing Jurisdiction. This Court retains continuing jurisdiction to assure enforcement and compliance with the terms of this Consent Judgment.

THIS CONSENT JUDGMENT RESOLVES ALL PENDING CLAIMS AND CLOSES THIS CASE



Circuit Court Judge

Approved as to form, substance and entry:

MARION OAKS DEVELOPMENT, LLC,
a Michigan limited liability company

TOWNSHIP OF MARION

By: 

By: 

Dominic Geri

ROBERT W. HANVEY

By: 

Its: Supervisor

Gaetano T. Rizzo

Its: Authorized Members

Date: 5-22-2007

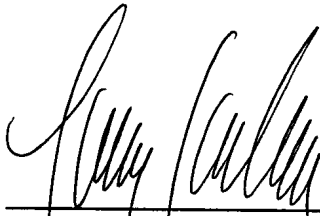
Date: MAY 15, 2007

By: 

TAMMY L. BEAL

Its: Clerk

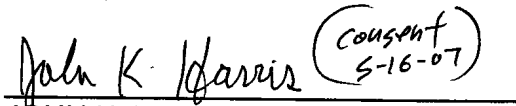
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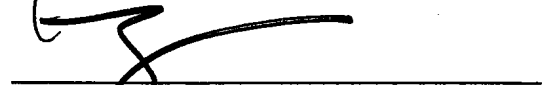
THOMAS KALAS (P41805)
Attorney for Plaintiff



MICHAEL J. KEHOE (P33839)
Attorney for Defendant

 (Consent 5-16-07)

JOHN K. HARRIS (P29060)
Co-Counsel for Plaintiff



THOMAS R. MEAGHER (P32959)
Co-Counsel for Defendant

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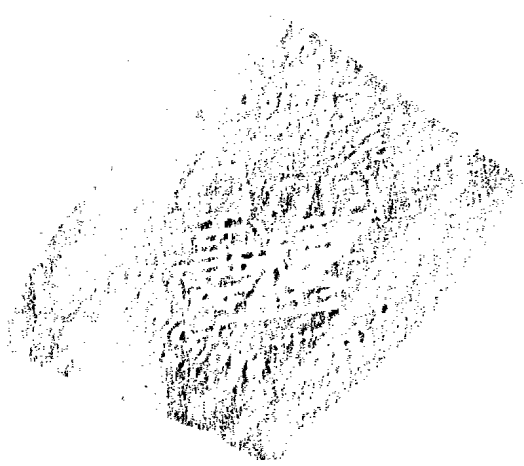
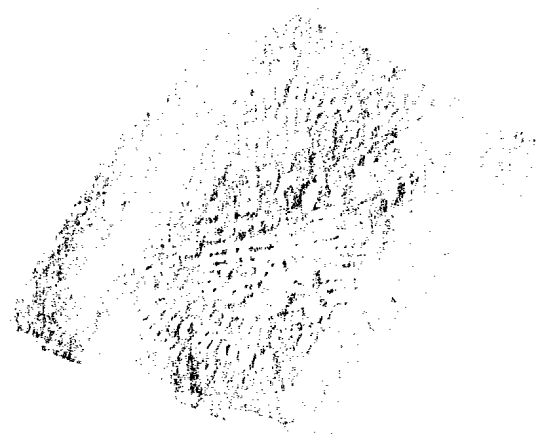


EXHIBIT "A"

LEGAL DESCRIPTION – MARION OAKS PUD

The SW ¼ of Section 12, T2N-R4E, and the W ½ of the SE ¼, Section 12, T2N-R4E, Marion Township, Livingston County, Michigan, described as: Beginning at the West ¼ corner of said Section 12; thence N 86°36'52" E along the East-West ¼ line of Section 12, 2552.50 feet, (recorded as 2552.77 feet), to the center of said Section 12; thence continuing along said East-West ¼ line, N 86°19'52" E, (recorded as N 86°18'07" E), 1284.43 feet; thence S 01°05'40" E, 2653.06 feet to the South line of Section 12; thence S 86°33'40" W along said centerline and South line, 1255.81 feet to the S ¼ corner of Section 12; thence along the centerline of Wright Road and continuing along said South line, S 86°58'33" W, 2518.56 feet to the SW corner of Section 12 and centerline of Pinckney Road; thence N 02°26'19" W, 2630.24 feet, (recorded as N 00°55'18" W, 2630.28 feet), along the centerline of Pinckney Road and the West line of Section 12 to the Point of Beginning, containing 230.76 acres, more or less, subject to the rights of the public over the existing Pinckney Road and the existing Wright Road.

PARCEL NO: 4710-12-300-004



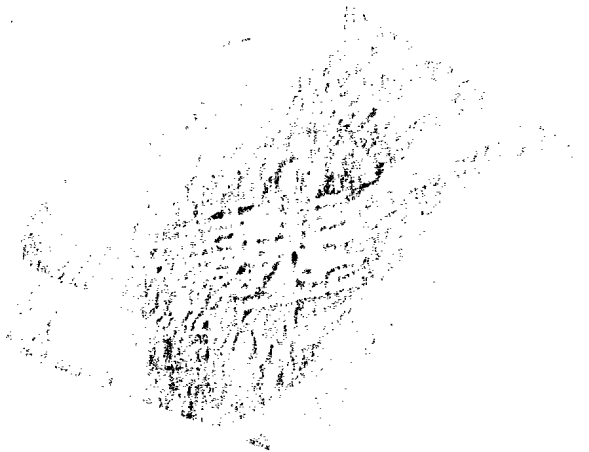


EXHIBIT "B"
SHEETS 1-18

SITE PLAN
FOR
MARION OAKS
PART OF SW 1/4 & SE 1/4, SECTION 12, T2N-R4E
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PROPERTY DESCRIPTION:

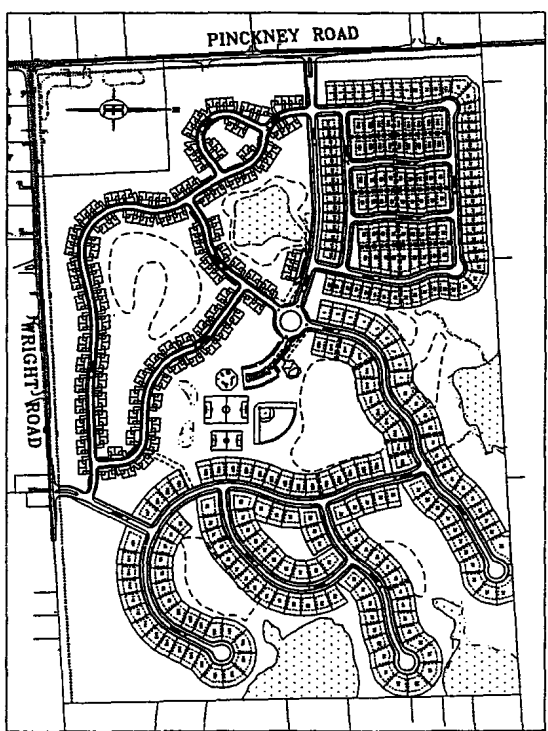
THE SW 1/4 OF SECTION 12, T2N-R4E, AND THE N 1/4 OF THE SW 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE WEST X CORNER OF SAID SECTION 12; THENCE N 85°35'37" E ALONG THE EAST-WEST X LINE OF SECTION 12, 2552.50 FEET; (RECORDED AS 2552.77 FEET); TO THE CENTER OF SAID SECTION 12; THENCE CONTINUING ALONG SAID EAST-WEST X LINE, N 86°19'52" E, (RECORDED AS N 86°19'52" E), 1281.23 FEET; THENCE S 01°03'00" E, 2853.06 FEET TO THE SOUTH LINE OF SECTION 12; THENCE ALONG THE CENTERLINE OF SAID SECTION 12, CONTAINING 230.78 ACRES, TO THE SW CORNER OF SECTION 12 AND CENTERLINE OF PINCKNEY ROAD; THENCE N 02°26'19" W, 2830.24 FEET, (RECORDED AS N 02°26'19" W, 2830.28 FEET), ALONG THE CENTERLINE OF PINCKNEY ROAD AND THE WEST LINE OF SECTION 12 TO THE POINT OF BEGINNING, CONTAINING 230.78 ACRES, AND THE EASTING PINCKNEY ROAD. THE RIGHTS OF THE PUBLIC OVER THE EXISTING PINCKNEY ROAD AND THE EXISTING MARION ROAD.

GENERAL NOTES:

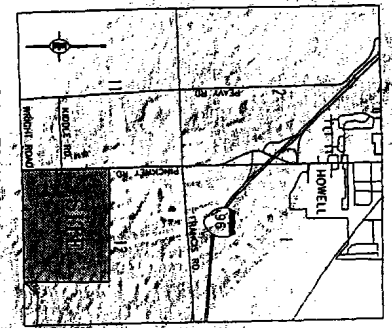
1. NOTIFY THE MUNICIPALITY ENGINEERING DIVISION A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
2. ALL CONSTRUCTION MUST CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS ADOPTED BY THE MUNICIPALITY, COUNTY AND STATE.
3. UTILITIES TO BE UNDERGROUND.
4. CALL UTILITY LOCATIONS 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
5. ALL SOIL EROSION AND SEDIMENT MUST BE CONTROLLED AND COMPAKED ON SITE.
6. ALL EXCAVATION UNDER AND WITHIN 3 FEET OF PUBLIC PAVEMENT, EXISTING OR PROPOSED, SHALL BE BACKFILLED AND COMPAKED WITH SAND (CLASS II SAND).
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT. ENGINEERING SITE INSPECTION IS REQUIRED.

INDEMNIFICATION STATEMENT

THE CONTRACTOR SHALL HOLD HARMLESS THE DESIGN PROFESSIONAL, MUNICIPALITY, COUNTY, STATE AND ALL HIS SOLE CONSULTANTS, PUBLIC AND PRIVATE UTILITY COMPANIES, AND LABORERS FOR CONSTRUCTION AND/OR THEIR SUBCONTRACTORS.



OVERALL SITE MAP
NO SCALE



LOCATION MAP
SCALE: 1" = 2000'

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS & DEMOLITION PLAN
3	SITE PLAN 1
4	SITE PLAN 2
5	SITE PLAN 3
6	SITE PLAN 4
7	GRADING & UTILITY PLAN 1
8	GRADING & UTILITY PLAN 2
9	GRADING & UTILITY PLAN 3
10	GRADING & UTILITY PLAN 4
11	LANDSCAPE & LIGHTING PLAN 1
12	LANDSCAPE & LIGHTING PLAN 2
13	LANDSCAPE & LIGHTING PLAN 3
14	LANDSCAPE & LIGHTING PLAN 4
15	PROXY COVERAGE
16	PROXY COVERAGE
17	PROXY COVERAGE
18	PROXY COVERAGE

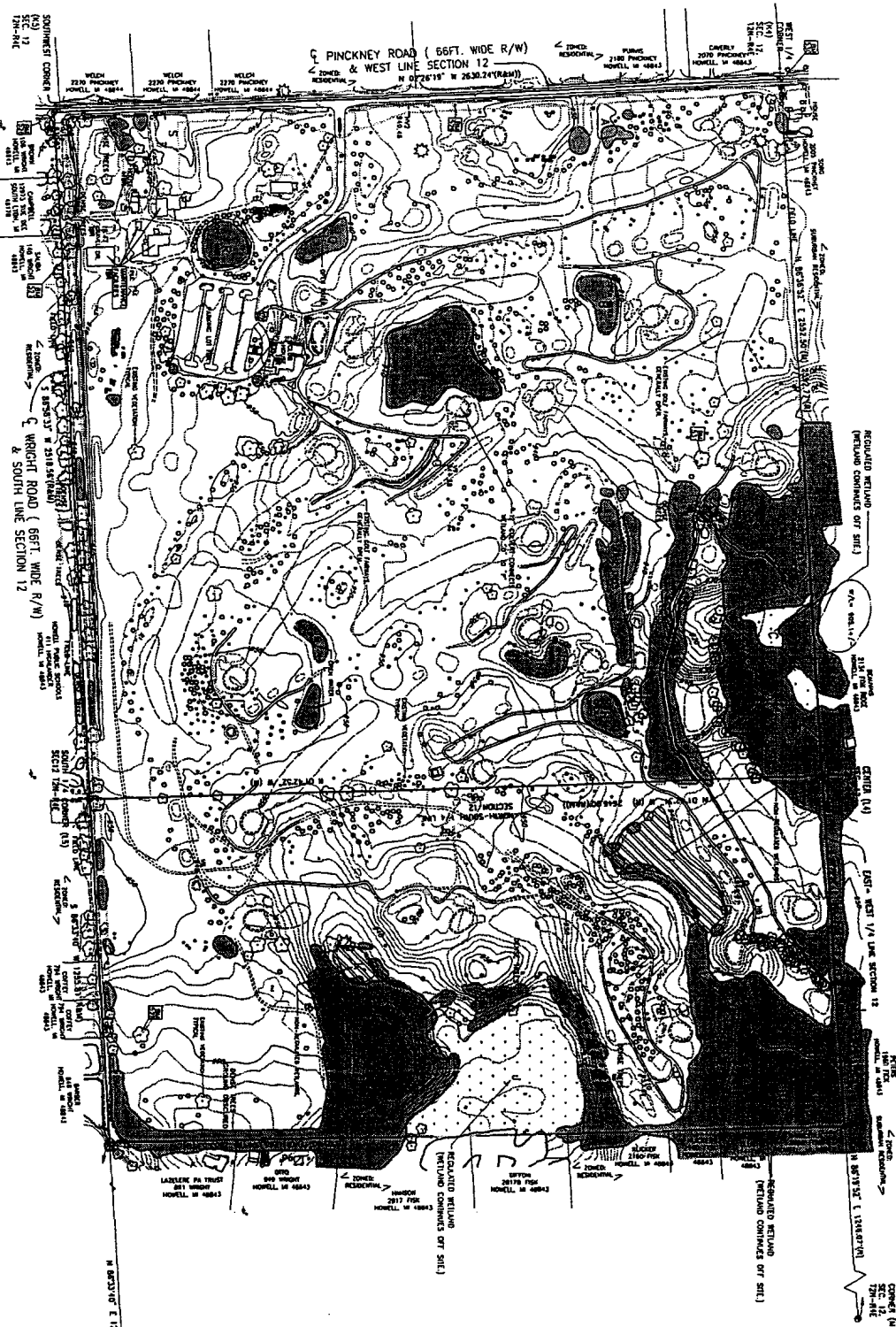
MARION OAKS
PREPARED FOR:
MARION OAKS DEVELOPMENT, L.L.C.
51410 MILANO DRIVE, SUITE 205
MACOMB TOWNSHIP, MI 48042
CONTACT: DOMINIC CERIC
PHONE: 586-992-8800

PREPARED BY:
BOSS ENGINEERING
LANDSCAPE ARCHITECTS
11000 W. HAWTHORNE AVE., SUITE 100
TROY, MI 48068
PHONE: 586-251-1400

FOR SITE PLAN APPROVAL, ONLY
NOT FOR CONSTRUCTION

NO.	DATE	REVISION	BY
1	11/14/11	ISSUE FOR PERMIT	BOSS
2	11/17/11	ISSUE FOR PERMIT	BOSS
3	11/17/11	ISSUE FOR PERMIT	BOSS
4	11/17/11	ISSUE FOR PERMIT	BOSS

EXISTING CONDITIONS & DEMOLITION PLAN



- GENERAL NOTES:**
- 1) IMPROVEMENT CONDITIONS PROVIDED BY:
 - a) AT RISK SUBJECT FROM ADVANCED SURVEY
 - b) TECHNOLOGIES (810-888-4553)
 - c) HERRING & ASSOCIATES CONSTRUCTION, INC. (517)-333-2122
 - d) 8025 DORCHESTER PROVENANCE, REGULATORY SERVICES, A/SEA, 67 COLONIAL DRIVE, FROM ALL SERVICES.

- GENERAL NOTES:**
- (VERTICAL DATA IS BASED ON USGS Topographic Mapping with GPS data processing, as independent quality confirmation)
- PM 526 - 43271
DESCRIPTION: Road found in North side of 30' Oak Hill 204', South of Wright Road and 37th. East of Pinckney Road.
 - PM 527 - 44584
DESCRIPTION: Road found in East side of 30' Hickory line, located on the North side of Wright Road and 37. It. East of House #290 Wright Road.
 - PM 528 - 49330
DESCRIPTION: Road found in 30' Hickory line, located 120ft. North of Wright Road and 70ft. West of House # 818 of Wright Road.
 - PM 529 - 41232
DESCRIPTION: Road found in east side of road post, located on the East side of Pinckney Road and 120ft. North of Kicker Road.
 - PM 530 - 44854
DESCRIPTION: Center of Turn Box at the West 1/4 Corner Section 12, 1294-241E, Located in the Centerline of Pinckney Road, 2820 ft. North of Wright Road.
 - PM 531 - 44433
DESCRIPTION: Wall found in 30' Oak Hill, located 1370 ft. East of Pinckney Road and 200 ft. South of the East Field 1/4 line section 12, 1294-241E from

- SOILS INFORMATION:**
- BASED ON THE 1999 SOIL SURVEY FOR LAMSON COUNTY
- CL - CLAYEY LOAM
 - CLC - CLAYEY LOAM
 - CLD - CLAYEY LOAM
 - CLG - CLAYEY LOAM
 - CLH - CLAYEY LOAM
 - CLJ - CLAYEY LOAM
 - CLK - CLAYEY LOAM
 - CLL - CLAYEY LOAM
 - CLM - CLAYEY LOAM
 - CLN - CLAYEY LOAM
 - CLP - CLAYEY LOAM
 - CLQ - CLAYEY LOAM
 - CLR - CLAYEY LOAM
 - CLS - CLAYEY LOAM
 - CLT - CLAYEY LOAM
 - CLU - CLAYEY LOAM
 - CLV - CLAYEY LOAM
 - CLW - CLAYEY LOAM
 - CLX - CLAYEY LOAM
 - CLY - CLAYEY LOAM
 - CLZ - CLAYEY LOAM

WETLAND TABLE

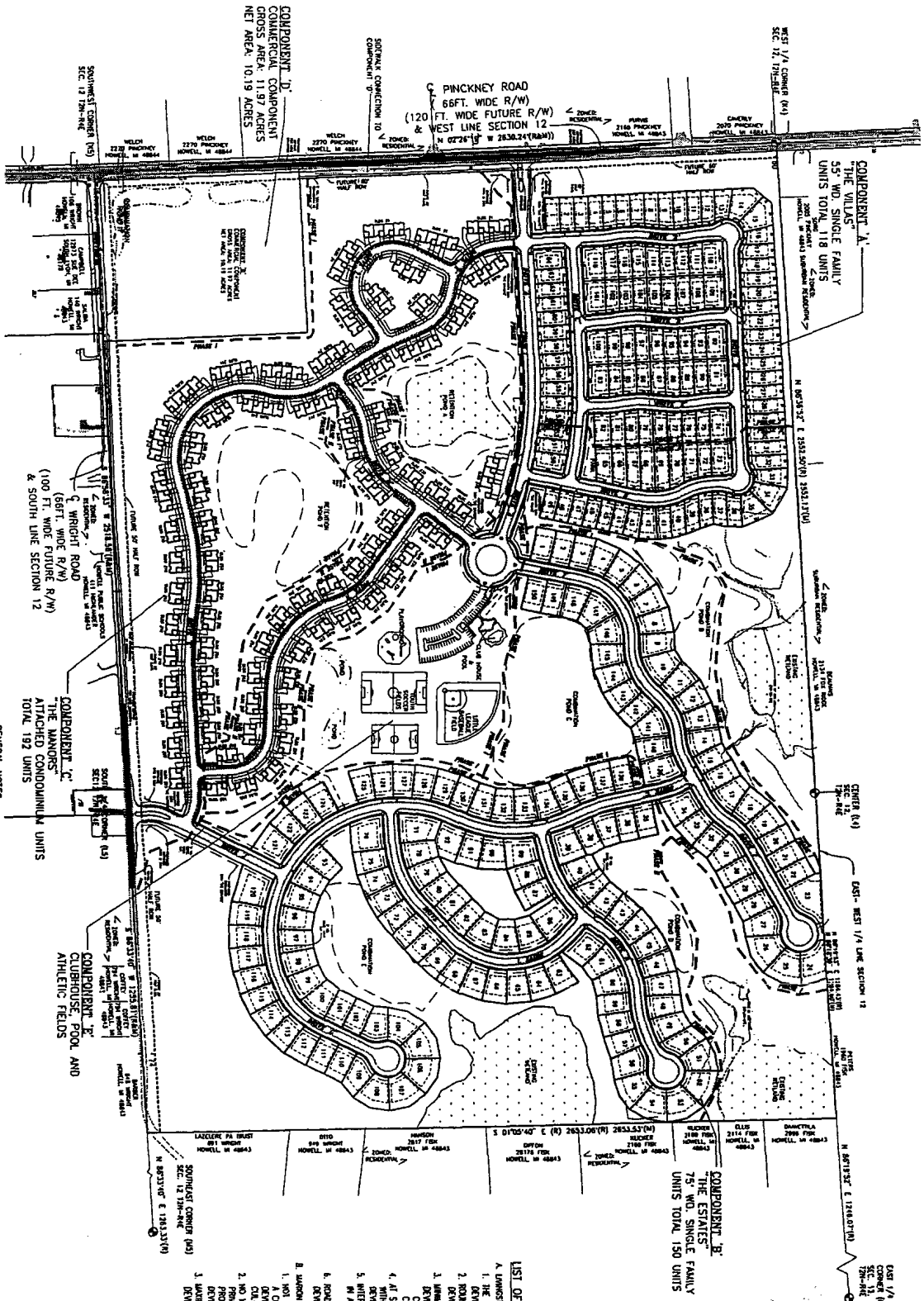
NO.	DATE	DESCRIPTION	STATUS
1	12/15/07	WETLAND SURVEY	COMPLETED
2	12/15/07	WETLAND SURVEY	COMPLETED
3	12/15/07	WETLAND SURVEY	COMPLETED
4	12/15/07	WETLAND SURVEY	COMPLETED
5	12/15/07	WETLAND SURVEY	COMPLETED
6	12/15/07	WETLAND SURVEY	COMPLETED
7	12/15/07	WETLAND SURVEY	COMPLETED
8	12/15/07	WETLAND SURVEY	COMPLETED
9	12/15/07	WETLAND SURVEY	COMPLETED
10	12/15/07	WETLAND SURVEY	COMPLETED

- LEGEND**
- CONTOUR
 - WETLAND AREAS
 - SMALL TREE
 - LARGE TREE
 - UTILITY POLE
 - SMALL POST
 - FOUND STEEL ROD
 - SECTION CORNER
 - LIGHT POLE
 - STONE ALLEY
 - TOWER
 - CURT FENCE
 - BRANCHLINE
 - TO BE REMOVED

FOR SITE PLAN APPROVAL ONLY
NOT FOR CONSTRUCTION

<p>REGISTERED PROFESSIONAL ENGINEER</p> <p>BOSS ENGINEERING</p> <p>ENGINEERS • SURVEYORS • PLANNERS</p> <p>LANDSCAPE ARCHITECTS</p> <p>(L-1464, 04/28/2007)</p> <p>LAMSON COUNTY OFFICE: 5121 E. GRAY DRIVE, SUITE 100, MARION, MO 64629 (800) 345-5755 FAX (517) 546-1470</p> <p>DALLAS COUNTY OFFICE: 2415 HICKORY ROAD, FARMINGTON HILLS, MO #1335 (800) 743-6396 FAX (248) 823-6480</p>	<p>PROJECT: MARION OAKS</p> <p>PREPARED FOR: MARION OAKS DEVELOPMENT, L.L.C.</p> <p>3410 WILSON DRIVE, SUITE 100, MARION, MO 64629 566-992-8800</p> <p>DATE: 12/15/07</p> <p>SCALE: 1" = 20'</p> <p>SHEET NO. 0219</p> <p>TOTAL SHEETS: 02</p>	<p>REGISTER OF DEEDS 2007R-019945</p> <p>EXISTING CONDITIONS & DEMOLITION PLAN</p>
	<p>DATE: 12/15/07</p> <p>SCALE: 1" = 20'</p> <p>SHEET NO. 0219</p> <p>TOTAL SHEETS: 02</p>	<p>REGISTER OF DEEDS 2007R-019945</p> <p>EXISTING CONDITIONS & DEMOLITION PLAN</p>

SITE PLAN - OVERALL



OPEN SPACE/CALCULATIONS
 OVERALL SITE AREA = 10.19 ACRES
 OPEN SPACE PROVIDED = 10.30 ACRES

PROPOSED UNITS:
 75 NO. SINGLE FAMILY UNITS = 150 UNITS
 55 NO. SINGLE FAMILY UNITS = 110 UNITS
 DUPLEX (17) BUILDINGS = 34 UNITS
 3-FLYER (6) BUILDINGS = 18 UNITS
 4-FLYER (20) BUILDINGS = 80 UNITS
 TOTAL PROPOSED RESIDENTIAL UNITS = 460 UNITS

LIST OF DEVIATIONS

- A. LIVINGSTON COUNTY ROAD COMMISSION (L.C.R.C.)
 1. THE USE OF "STREETS" ARE PROVIDED BY THE L.C.R.C.
 2. DEVIATIONS ARE NOT LISTED AS BEING FORWARDED BY THE L.C.R.C.
- B. LIVINGSTON COUNTY ROAD COMMISSION (L.C.R.C.)
 1. DEVIATION: CENTER LINE R/W OF C-12 (100 FT. R/W) SHALL BE 100 FT. R/W.
 2. DEVIATION: CENTER LINE R/W OF C-12 (100 FT. R/W) SHALL BE 100 FT. R/W.
 3. DEVIATION: CENTER LINE R/W OF C-12 (100 FT. R/W) SHALL BE 100 FT. R/W.
 4. AT STREET INTERSECTIONS, INTERSECTING LOT LINES SHALL BE PARALLEL WITH AN INTERSECTION AT INTERSECTION OF RIGHT-OF-WAY.
 5. INTERSECTIONS SHALL BE DESIGNED SUCH THAT THE FIRST SHOT (SEE DEVIATION) STRAIGHT LINE SECTIONS NOT PROVIDED AT ALL INTERSECTIONS.
 6. ROAD WIDTH REQUIRED: 31 FT.
- C. LIVINGSTON COUNTY ROAD COMMISSION (L.C.R.C.)
 1. NO MORE THAN 5 PRINCIPAL BUILDINGS SHALL HAVE FRONTAGE ON A C-12 R/W.
 2. NO MORE THAN 25 PRINCIPAL BUILDINGS MAY HAVE ACCESS TO A PRIVATE ROAD WHERE AT MORE POINTS OF INTERSECTION ARE PROVIDED BETWEEN A PRIVATE ROAD OR ROADS AND PUBLIC ROADS (DEVIATION) 400 PRINCIPAL UNITS AND 1 COURTHOUSE FACILITY HAVE ACCESS TO PRIVATE ROAD.
 3. DEVIATION: C-12 (100 FT. R/W) SHALL BE 100 FT. R/W.
 4. DEVIATION: C-12 (100 FT. R/W) SHALL BE 100 FT. R/W.

COMMERCIAL AREA
 PROPOSED GROSS AREA = 11.97 ACRES
 AREA OF FUTURE ROW = 1.78 ACRES
 NET COMMERCIAL AREA = 10.19 ACRES

- GENERAL NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF LIVINGSTON COUNTY, LIVINGSTON COUNTY, AND THE STATE OF MICHIGAN.
 2. SHEET REVISIONS MUST BE MADE TO THE SHEET FOR THE DATE OF THE REVISION.
 3. DETAILED CONSTRUCTION PLANS SHALL BE SUBMITTED FOLLOWING SITE PLAN APPROVAL.
 4. DETAILED SITE PLANS SHALL BE SUBMITTED FOR THE CLUB HOUSE & POOL FACILITY AND THE SPORTS FIELDS.
 5. ROAD IMPROVEMENTS ALONG PINCKNEY ROAD AND WRIGHT ROAD SHALL BE APPROVED BY THE LIVINGSTON COUNTY ROAD COMMISSION AND LIVINGSTON COUNTY ROAD COMMISSION.
 6. STORM WATER MANAGEMENT ANALYSIS SHALL BE SUBMITTED TO THE LIVINGSTON COUNTY ROAD COMMISSION AND IS SUBJECT TO THEIR APPROVAL.
 7. ALL RESIDENTIAL AND COMMERCIAL BUILDINGS MUST BE CONSTRUCTED ON A LOT WITH A MINIMUM OF 100 FT. OF FRONT YARD SETBACK.
 8. DEVIATIONS FROM THE CONVENTION APPROVAL ARE SHOWN FOR APPROVAL BY THE TOWNSHIP BOARD.
 9. THE PROPOSED SITES SHALL BE 75 FEET OR LESS SPREAD LIGHT WILL BE WITHIN IN CONSTRUCTION OCCUPANCY.
 10. ALL STOP SIGNS AND YIELD SIGNS SHALL BE INSTALLED WITHIN 100 FEET OF THE APPROVAL OF THE DEVELOPMENT AND SHALL BE SUBJECT TO THE APPROVAL OF THE TOWNSHIP BOARD.
 11. NO PARKING SPACES SHALL BE LOCATED ON THE FRONTAGE OF EACH SHEET 100 FT. OR LESS.
 12. FINISHING OF COMPONENTS SUBJECT TO COUNCIL BY DECLARATION.

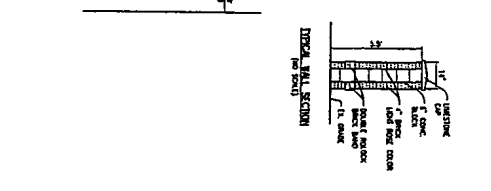
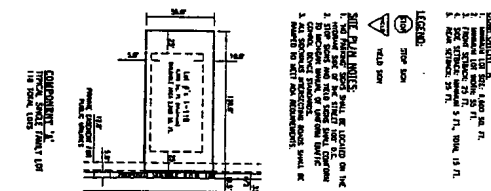
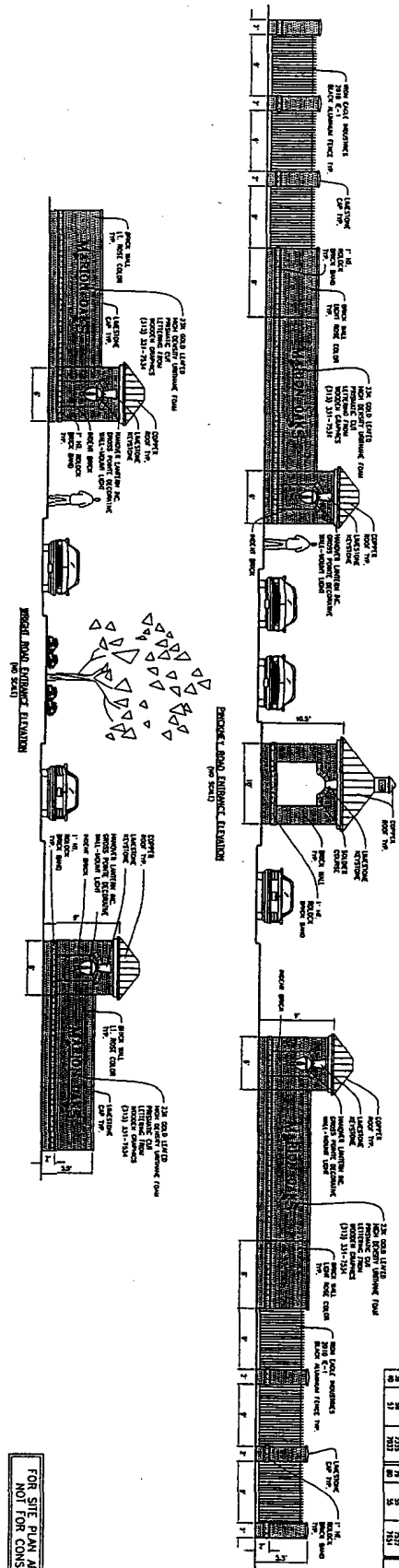
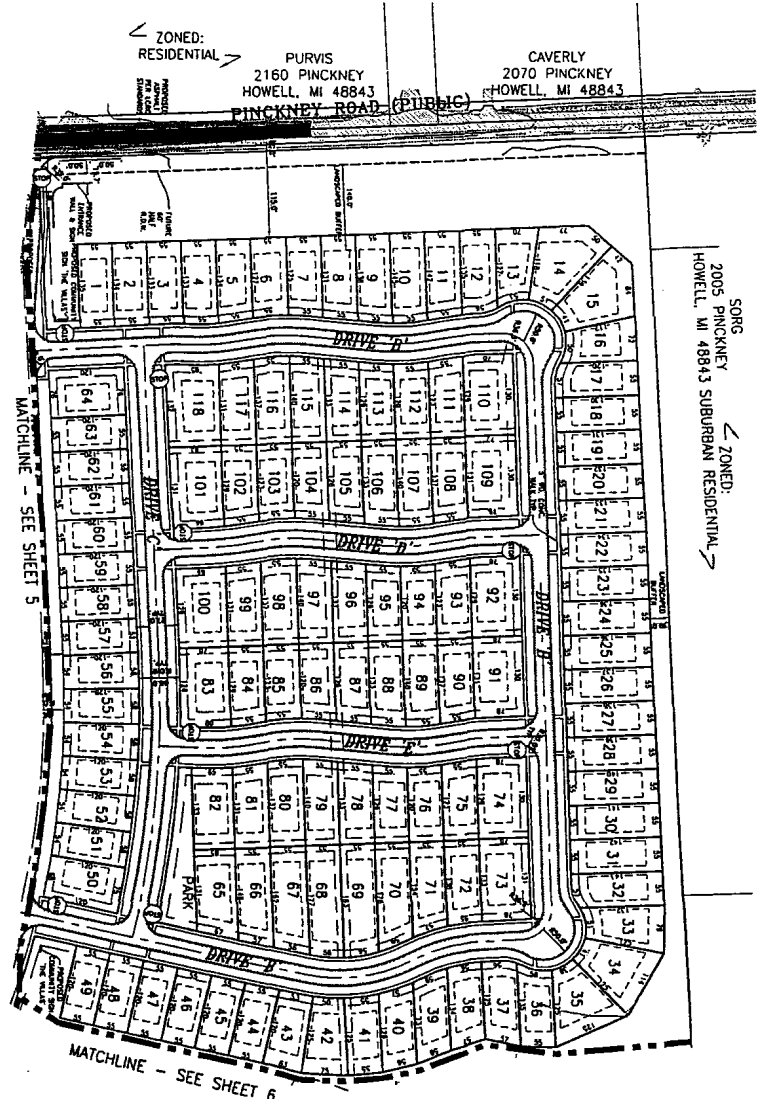
FOR SITE PLAN APPROVAL ONLY
 NOT FOR CONSTRUCTION

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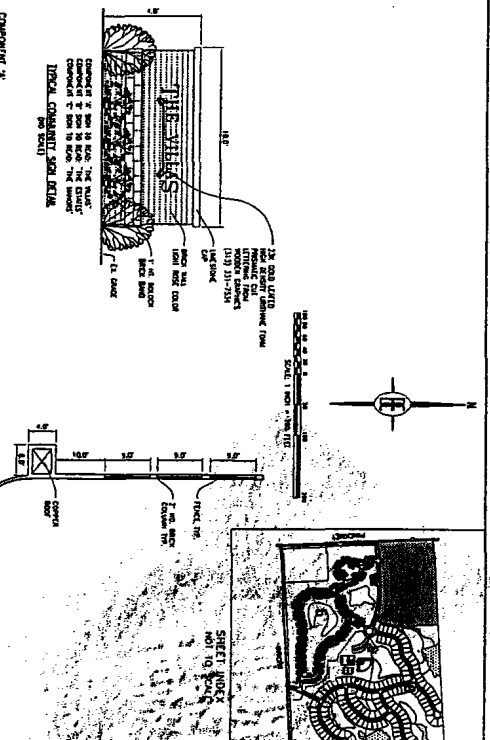
<p>MARION OAKS MARION OAKS DEVELOPMENT, L.L.C. 51410 HIGHLAND DRIVE, SUITE 115 WACHTON TOWNSHIP, MI 48042 313-992-8000</p>		<p>BOSS ENGINEERING ENGINEERS & ARCHITECTS LANDSCAPE ARCHITECTS 11111 W. HAWTHORNE AVENUE SUITE 100 WACHTON, MI 48042 (313) 992-8000</p>	
<p>PROJECT: MARION OAKS DEVELOPMENT, L.L.C.</p>		<p>DATE: 04/27/07</p>	
<p>DESIGNED BY: [Name]</p>		<p>CHECKED BY: [Name]</p>	
<p>SCALE: 1" = 20'</p>		<p>JOB NO. 03219</p>	
<p>DATE: 01/22/07</p>		<p>SHEET NO. 01</p>	

SITE PLAN - OVERALL

SITE PLAN 1



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	YD	12.00	1200.00
2	CEMENT	100	YD	12.00	1200.00
3	BRICK	100	YD	12.00	1200.00
4	ROOFING	100	YD	12.00	1200.00
5	PAINT	100	YD	12.00	1200.00
6	LANDSCAPING	100	YD	12.00	1200.00
7	PLUMBING	100	YD	12.00	1200.00
8	ELECTRICAL	100	YD	12.00	1200.00
9	MECHANICAL	100	YD	12.00	1200.00
10	FOUNDATION	100	YD	12.00	1200.00
11	FRAMING	100	YD	12.00	1200.00
12	ROOFING	100	YD	12.00	1200.00
13	PAINT	100	YD	12.00	1200.00
14	LANDSCAPING	100	YD	12.00	1200.00
15	PLUMBING	100	YD	12.00	1200.00
16	ELECTRICAL	100	YD	12.00	1200.00
17	MECHANICAL	100	YD	12.00	1200.00
18	FOUNDATION	100	YD	12.00	1200.00
19	FRAMING	100	YD	12.00	1200.00
20	ROOFING	100	YD	12.00	1200.00
21	PAINT	100	YD	12.00	1200.00
22	LANDSCAPING	100	YD	12.00	1200.00
23	PLUMBING	100	YD	12.00	1200.00
24	ELECTRICAL	100	YD	12.00	1200.00
25	MECHANICAL	100	YD	12.00	1200.00
26	FOUNDATION	100	YD	12.00	1200.00
27	FRAMING	100	YD	12.00	1200.00
28	ROOFING	100	YD	12.00	1200.00
29	PAINT	100	YD	12.00	1200.00
30	LANDSCAPING	100	YD	12.00	1200.00
31	PLUMBING	100	YD	12.00	1200.00
32	ELECTRICAL	100	YD	12.00	1200.00
33	MECHANICAL	100	YD	12.00	1200.00
34	FOUNDATION	100	YD	12.00	1200.00
35	FRAMING	100	YD	12.00	1200.00
36	ROOFING	100	YD	12.00	1200.00
37	PAINT	100	YD	12.00	1200.00
38	LANDSCAPING	100	YD	12.00	1200.00
39	PLUMBING	100	YD	12.00	1200.00
40	ELECTRICAL	100	YD	12.00	1200.00
41	MECHANICAL	100	YD	12.00	1200.00
42	FOUNDATION	100	YD	12.00	1200.00
43	FRAMING	100	YD	12.00	1200.00
44	ROOFING	100	YD	12.00	1200.00
45	PAINT	100	YD	12.00	1200.00
46	LANDSCAPING	100	YD	12.00	1200.00
47	PLUMBING	100	YD	12.00	1200.00
48	ELECTRICAL	100	YD	12.00	1200.00
49	MECHANICAL	100	YD	12.00	1200.00
50	FOUNDATION	100	YD	12.00	1200.00



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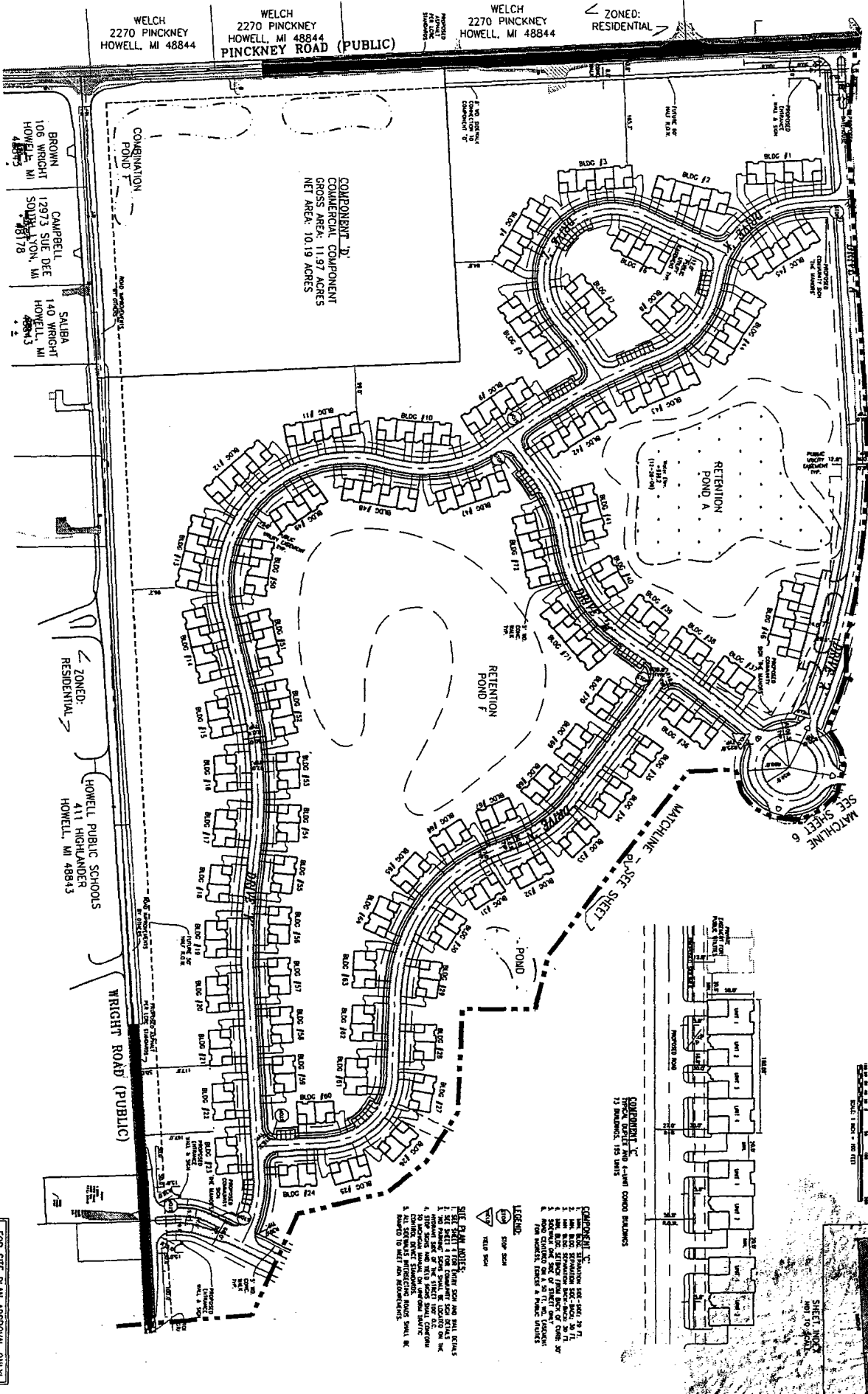
PROJECT	MARION OAKS
DEVELOPER	MARION OAKS DEVELOPMENT, L.L.C.
REGISTER OF DEEDS	2007R-019945
DATE	01/16/07
SCALE	1" = 1'-0"
CHECKED BY	BOSS ENGINEERING
DRAWN BY	BOSS ENGINEERING
DATE	01/16/07
JOB NO.	02119
SCALE	1" = 1'-0"
DATE	01/16/07
SCALE	1" = 1'-0"
DATE	01/16/07

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

LANSING COUNTY OFFICE: 2425 WALSH ROAD, HOWELL, MI 48843
 LANSING COUNTY OFFICE: 1512 E. CHERRY STREET, HOWELL, MI 48843
 (800) 248-0328 FAX (517) 540-1470 (800) 743-0390 FAX (517) 528-2400

BEFORE YOU SIGN
CALL MISS INC

G:\03219\dwg\sp\03219SP.dwg, 4/27/2007 11:50:13 AM, Bill

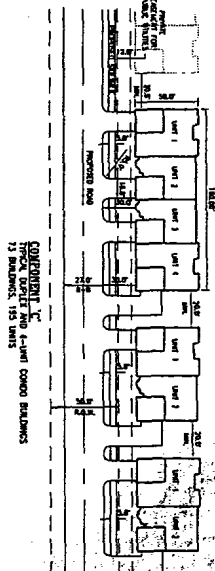


SITE PLAN 2

MATCHLINE - SEE SHEET 4



SCALE: 1" = 100'



- COMPONENT 3C**
TOWNHOMES AND 4-UNIT CONDO BUILDINGS
72 BUILDINGS, 175 UNITS
- LEGEND**
- 1. LOT BOUNDARIES
 - 2. EXISTING AND PROPOSED DRIVEWAYS
 - 3. EXISTING AND PROPOSED DRIVEWAYS
 - 4. EXISTING AND PROPOSED DRIVEWAYS
 - 5. EXISTING AND PROPOSED DRIVEWAYS
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 - 71. EXISTING AND PROPOSED DRIVEWAYS
 - 72. EXISTING AND PROPOSED DRIVEWAYS

FOR SITE PLAN APPROVAL ONLY
NOT FOR CONSTRUCTION

NO.	DATE	BY	DESCRIPTION
1	01/27/07	BOSS	PRELIMINARY
2	02/15/07	BOSS	REVISED
3	03/01/07	BOSS	REVISED
4	03/15/07	BOSS	REVISED
5	04/01/07	BOSS	REVISED

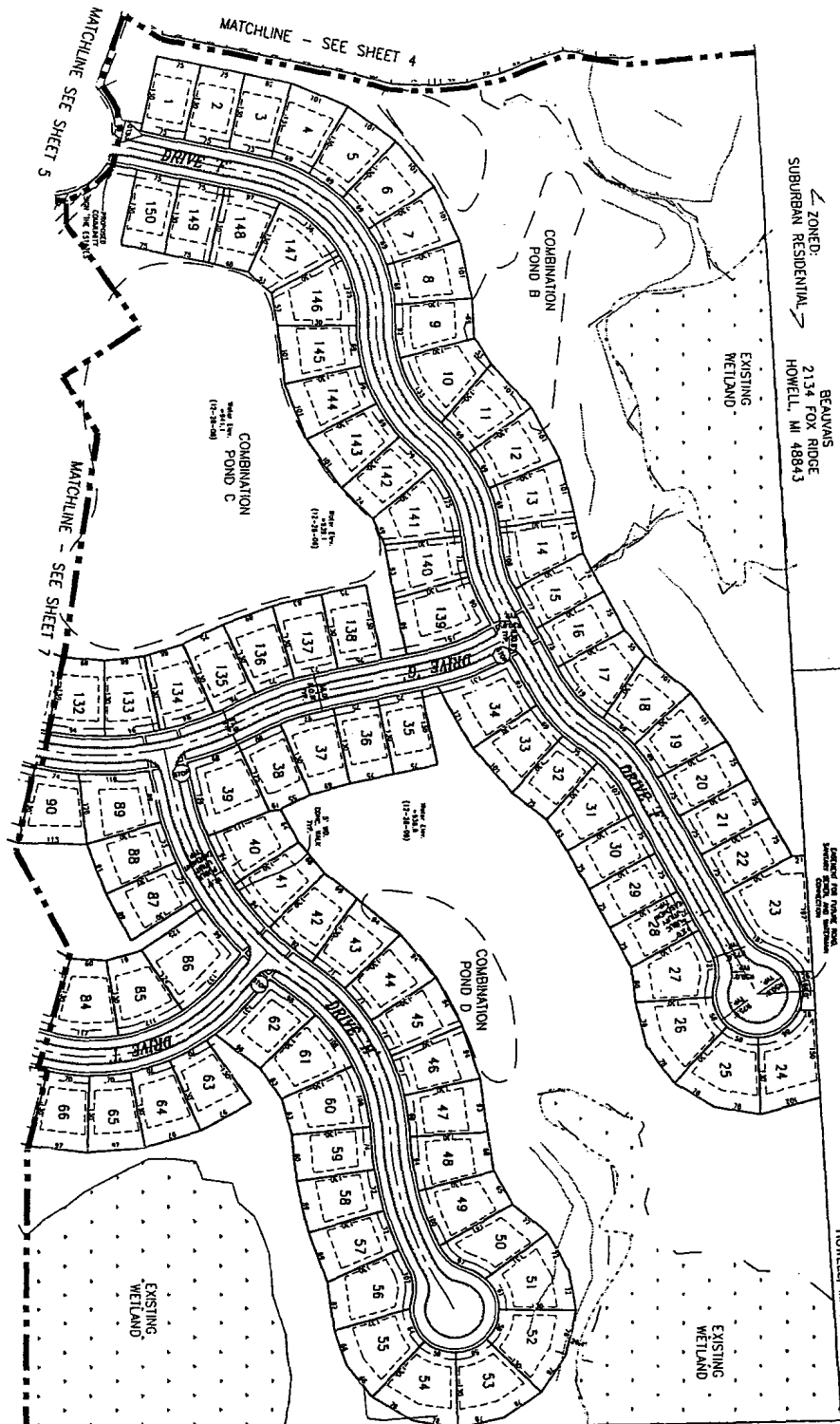
MARION OAKS
MARION OAKS DEVELOPMENT, L.L.C.
2419 W. BROAD DRIVE, SUITE 112
MADISON HEIGHTS, OHIO 45750
PHONE: 614-272-8800
FAX: 614-272-8801

SITE PLAN 2

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS
15 - MAIL STOP 0000000000
24125 WALSTED ROAD
MADISON HEIGHTS, OHIO 45750
PHONE: 614-272-8800 FAX: 614-272-8801

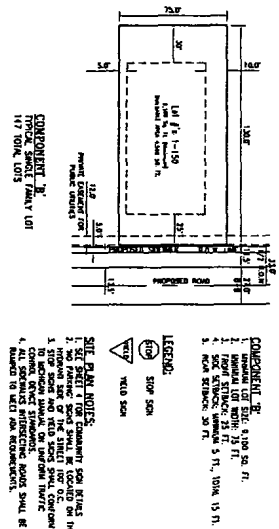
BEFORE YOU
CALL, ASK FOR
THE QUALITY OF
BOSS ENGINEERING





SITE PLAN 3

LOT NO.	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	1,200	1.82
2	1,200	1.82
3	1,200	1.82
4	1,200	1.82
5	1,200	1.82
6	1,200	1.82
7	1,200	1.82
8	1,200	1.82
9	1,200	1.82
10	1,200	1.82
11	1,200	1.82
12	1,200	1.82
13	1,200	1.82
14	1,200	1.82
15	1,200	1.82
16	1,200	1.82
17	1,200	1.82
18	1,200	1.82
19	1,200	1.82
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21	1,200	1.82
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23	1,200	1.82
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27	1,200	1.82
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31	1,200	1.82
32	1,200	1.82
33	1,200	1.82
34	1,200	1.82
35	1,200	1.82
36	1,200	1.82
37	1,200	1.82
38	1,200	1.82
39	1,200	1.82
40	1,200	1.82
41	1,200	1.82
42	1,200	1.82
43	1,200	1.82
44	1,200	1.82
45	1,200	1.82
46	1,200	1.82
47	1,200	1.82
48	1,200	1.82
49	1,200	1.82
50	1,200	1.82
51	1,200	1.82
52	1,200	1.82
53	1,200	1.82
54	1,200	1.82
55	1,200	1.82
56	1,200	1.82
57	1,200	1.82
58	1,200	1.82
59	1,200	1.82
60	1,200	1.82
61	1,200	1.82
62	1,200	1.82
63	1,200	1.82
64	1,200	1.82
65	1,200	1.82
66	1,200	1.82



- COMPONENT B**
 1. 1,200 SQ. FT.
 2. 1,200 SQ. FT.
 3. 1,200 SQ. FT.
 4. 1,200 SQ. FT.
- LEGEND:**
 (Symbol) SIDE SLOPE
 (Symbol) YIELD SIGN
- SITE PLAN NOTES:**
 1. SEE SHEET 4 FOR COMBINATION POND B AND C.
 2. SEE SHEET 5 FOR COMBINATION POND D.
 3. EXISTING WETLANDS ARE SHOWN WITH DOTTED LINES.
 4. ALL DISTANCES ARE IN FEET.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. THE SURVEYOR'S RECORD SHALL BE REFERRED TO FOR ALL RECORDING INFORMATION.

PETERS
 1960 FISK
 HOWELL, MI 48843

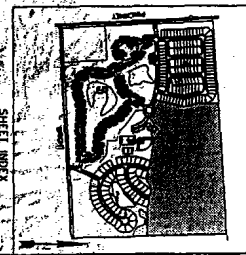
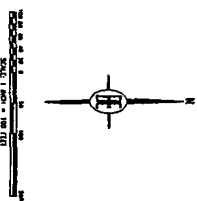
GIFFON
 28178 FISK
 HOWELL, MI 48843

KLICKER
 2160 FISK
 HOWELL, MI 48843

KLICKER
 2160 FISK
 HOWELL, MI 48843

ELLIS
 2114 FISK
 HOWELL, MI 48843

DAAVETTILA
 2098 FISK
 HOWELL, MI 48843

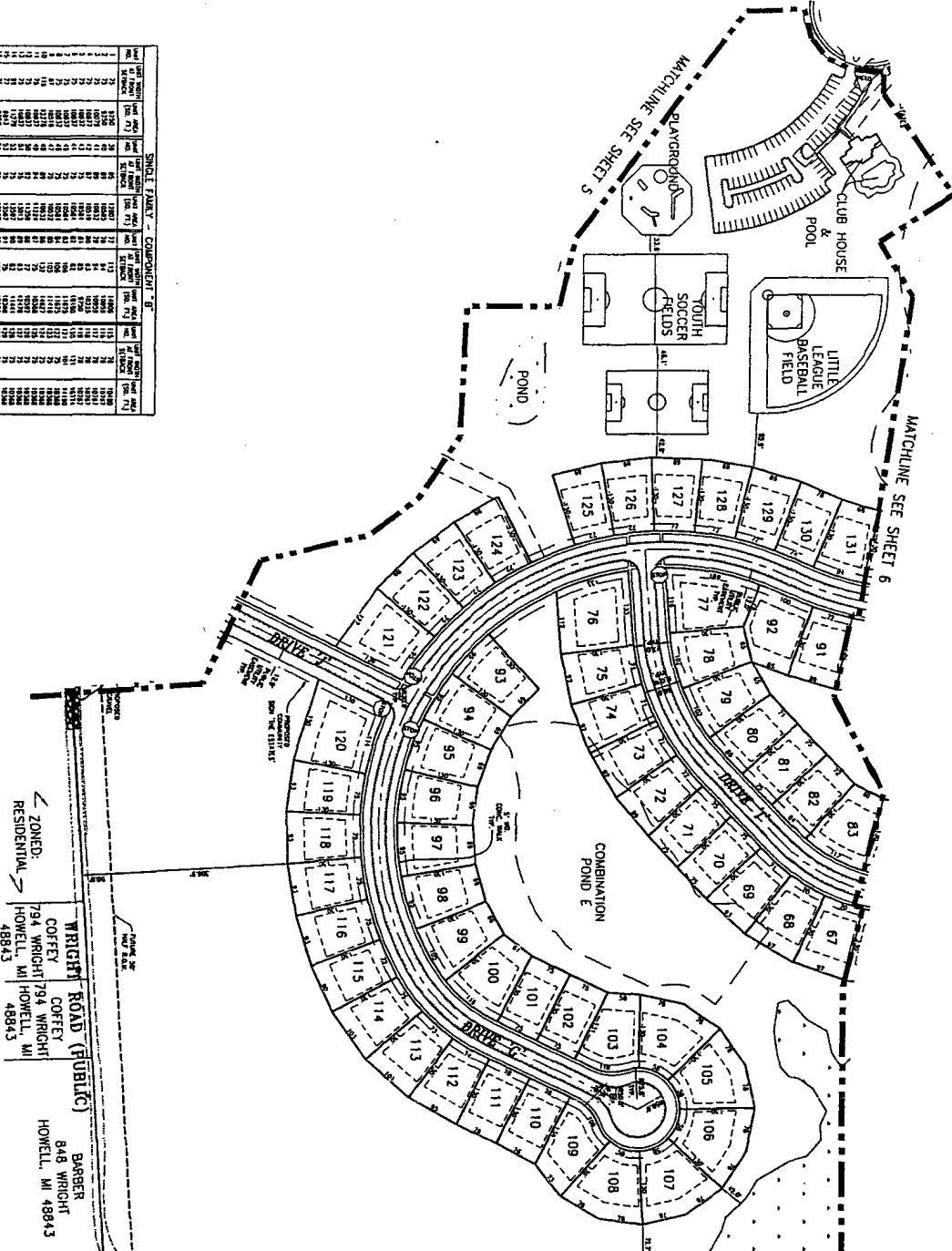


FOR SITE PLAN APPROVAL ONLY
 NOT FOR CONSTRUCTION

<p>MARION OAKS MARION OAKS DEVELOPMENT, L.L.C. 1100 W. GRAND AVENUE, SUITE 110 HOWELL, MI 48843 564-992-8400</p>		<p>BOSS ENGINEERING ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS 1100 W. GRAND AVENUE, SUITE 110 HOWELL, MI 48843 564-992-8400</p>	
<p>PROJECT: MARION OAKS DEVELOPMENT, L.L.C. PREPARED FOR: MARION OAKS DEVELOPMENT, L.L.C. DATE: 4/19/07</p>		<p>DATE: 03/27/07 JOB NO. 0719 SCALE: 1"=100' DRAWN BY: [Name] CHECKED BY: [Name] DESIGNED BY: [Name]</p>	
<p>6 Livingston County Register of Deeds 2007R-019945</p>		<p>DELTA COUNTY OFFICE 2425 WALTON ROAD FARMINGTON HILLS, MI 48332 (800) 248-8233 Fax (248) 548-1470 (800) 782-0300 Fax (248) 828-8400</p>	

SITE PLAN 4

SINGLE FAMILY - COMPONENT 'B'		SINGLE FAMILY - COMPONENT 'C'	
NO.	AREA (SQ. FT.)	NO.	AREA (SQ. FT.)
1	1000	1	1000
2	1000	2	1000
3	1000	3	1000
4	1000	4	1000
5	1000	5	1000
6	1000	6	1000
7	1000	7	1000
8	1000	8	1000
9	1000	9	1000
10	1000	10	1000
11	1000	11	1000
12	1000	12	1000
13	1000	13	1000
14	1000	14	1000
15	1000	15	1000
16	1000	16	1000
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150	1000	150	1000



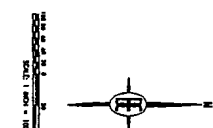
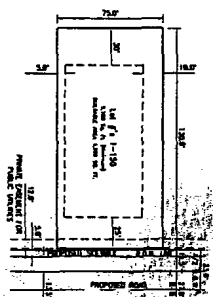
WRIGHT ROAD (PUBLIC)
 COFFEY 794 WRIGHT HOWELL, MI 48843
 COFFEY 794 WRIGHT HOWELL, MI 48843
 BARBER 848 WRIGHT HOWELL, MI 48843

LAZELERE PA TRUST 891 WRIGHT HOWELL, MI 48843
 OTTO 949 WRIGHT HOWELL, MI 48843
 HANSON 2817 FISK HOWELL, MI 48843

ZONED: RESIDENTIAL

FOR SITE PLAN APPROVAL ONLY
 NOT FOR CONSTRUCTION

- LEGEND**
- STIP SOLID
 - STIP DASH
 - STIP DASH DOT
 - STIP DASH DOT DOT
- COMPLEMENT 'B'**
1. 1000 SQ. FT. MIN.
 2. 1000 SQ. FT. MIN.
 3. 1000 SQ. FT. MIN.
 4. 1000 SQ. FT. MIN.
 5. 1000 SQ. FT. MIN.
- COMPLEMENT 'C'**
1. 1000 SQ. FT. MIN.
 2. 1000 SQ. FT. MIN.
 3. 1000 SQ. FT. MIN.
 4. 1000 SQ. FT. MIN.
 5. 1000 SQ. FT. MIN.



GRADING & UTILITY PLAN 1



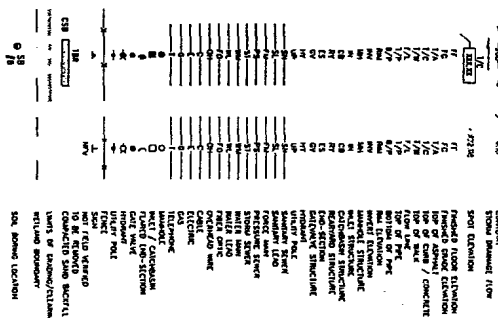
SHEET NOTES

1. All work shall be in accordance with the standards and specifications of American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
2. All work shall be in accordance with the standards and specifications of American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
3. All work shall be in accordance with the standards and specifications of American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
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19. All work shall be in accordance with the standards and specifications of American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
20. All work shall be in accordance with the standards and specifications of American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
21. All work shall be in accordance with the standards and specifications of American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).
22. All work shall be in accordance with the standards and specifications of American Institute of Steel Construction, Inc. (AISC) and the American Institute of Architects (AIA).



LEGEND

EXISTING (EX)	ENGLISH (EN)
1" = 12"	1" = 12"
1/2" = 6"	1/2" = 6"
3/4" = 9"	3/4" = 9"
1" = 12"	1" = 12"
1 1/2" = 18"	1 1/2" = 18"
2" = 24"	2" = 24"
2 1/2" = 30"	2 1/2" = 30"
3" = 36"	3" = 36"
3 1/2" = 42"	3 1/2" = 42"
4" = 48"	4" = 48"
4 1/2" = 54"	4 1/2" = 54"
5" = 60"	5" = 60"
5 1/2" = 66"	5 1/2" = 66"
6" = 72"	6" = 72"
6 1/2" = 78"	6 1/2" = 78"
7" = 84"	7" = 84"
7 1/2" = 90"	7 1/2" = 90"
8" = 96"	8" = 96"
8 1/2" = 102"	8 1/2" = 102"
9" = 108"	9" = 108"
9 1/2" = 114"	9 1/2" = 114"
10" = 120"	10" = 120"
10 1/2" = 126"	10 1/2" = 126"
11" = 132"	11" = 132"
11 1/2" = 138"	11 1/2" = 138"
12" = 144"	12" = 144"



FOR SITE PLAN APPROVAL ONLY
NOT FOR CONSTRUCTION

<p>BOSS ENGINEERING ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS</p> <p>LIVINGSTON COUNTY OFFICE: 1271 C. GRAY ROAD, SUITE 200, LIVINGSTON, MI 48150 PHONE: 973-888-1170 FAX: 973-888-1171</p> <p>SHARLAND COUNTY OFFICE: 24432 HANLEY ROAD, FARMINGTON HILLS, MI 48334 PHONE: 248-853-8888 FAX: 248-853-8889</p>		<p>PROJECT: MARION OAKS PREPARED FOR: MARION OAKS DEVELOPMENT, L.L.C. DATE: 3/7/07</p> <p>REGISTERED PROFESSIONAL ENGINEER STATE OF MICHIGAN NO. 2719 EXPIRES: 12/31/07</p>	<p>LIVINGSTON COUNTY REGISTER OF DEEDS 2007R-019945 GRADING & UTILITY PLAN 1</p>
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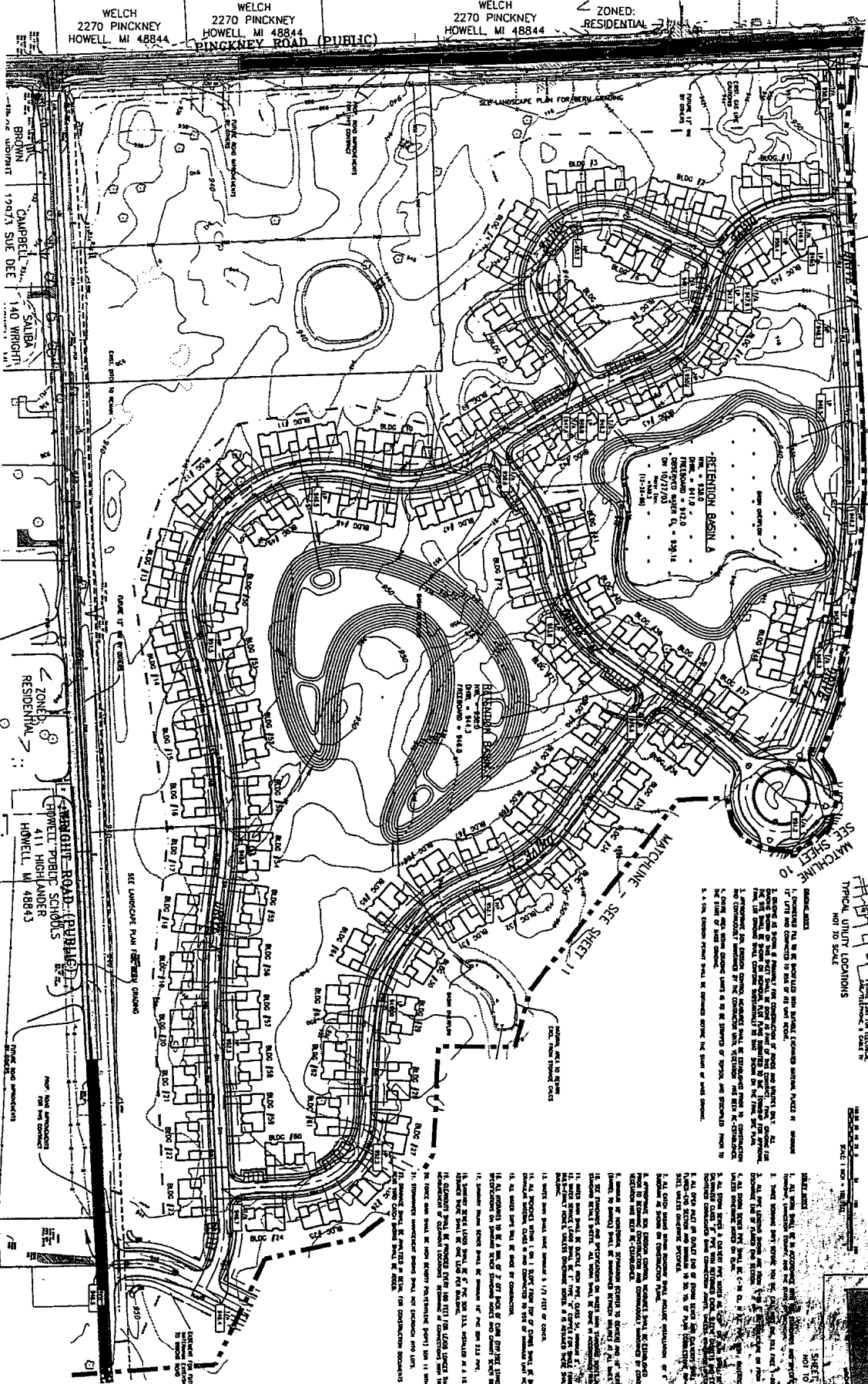
G:\03219\dwg\sp\03219GRUP.dwg, 4/27/2007 11:58:37 AM, billj

WELCH
2270 PINCKNEY
HOWELL, MI 48844

WELCH
2270 PINCKNEY
HOWELL, MI 48844

WELCH
2270 PINCKNEY
HOWELL, MI 48844

ZONED:
RESIDENTIAL

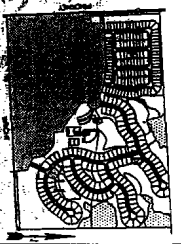
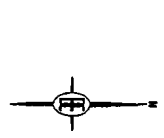


MATCHLINE - SEE SHEET 8

MATCHLINE - SEE SHEET 10



GRADING & UTILITY PLAN 2



GENERAL NOTES:

1. SHOWN ARE ALL UTILITIES AND STRUCTURES TO BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
6. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
7. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
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19. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
20. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOWELL, MICHIGAN, UTILITIES ORDINANCES AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

FOR SITE PLAN APPROVAL ONLY
NOT FOR CONSTRUCTION

NO. 9	REGISTER OF DEEDS	2007R-019945
APPROVED BY:	MARION OAKS DEVELOPMENT, L.L.C.	
DATE:	4/27/07	
SCALE:	AS SHOWN	
DRAWN BY:		
CHECKED BY:		
DESIGNED BY:		
DATE:		

MARION OAKS
MARION OAKS DEVELOPMENT, L.L.C.
3416 WILLOW DRIVE, SUITE 113
HOWELL, MI 48844
313-992-8800

GRADING & UTILITY PLAN 2

BOSS ENGINEERING
ENGINEERS & LANDSCAPE ARCHITECTS
LANDSCAPE ARCHITECTS

LANDSCAPE COUNTY OFFICE
3121 E. 2500 ROAD #218
HOWELL, MI 48845
(501) 244-8262 FAX (517) 446-1870

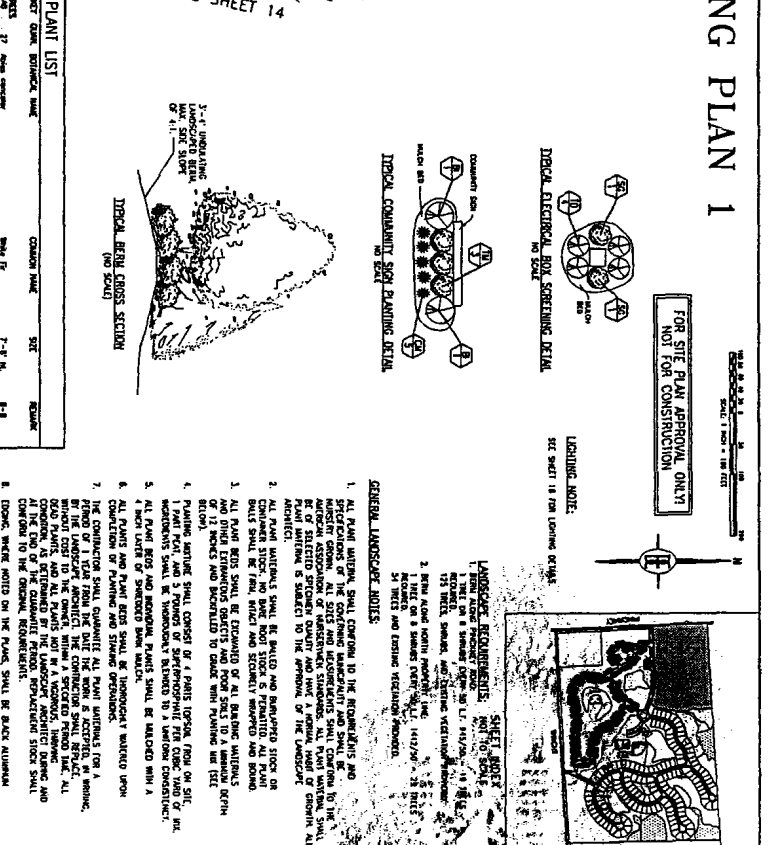
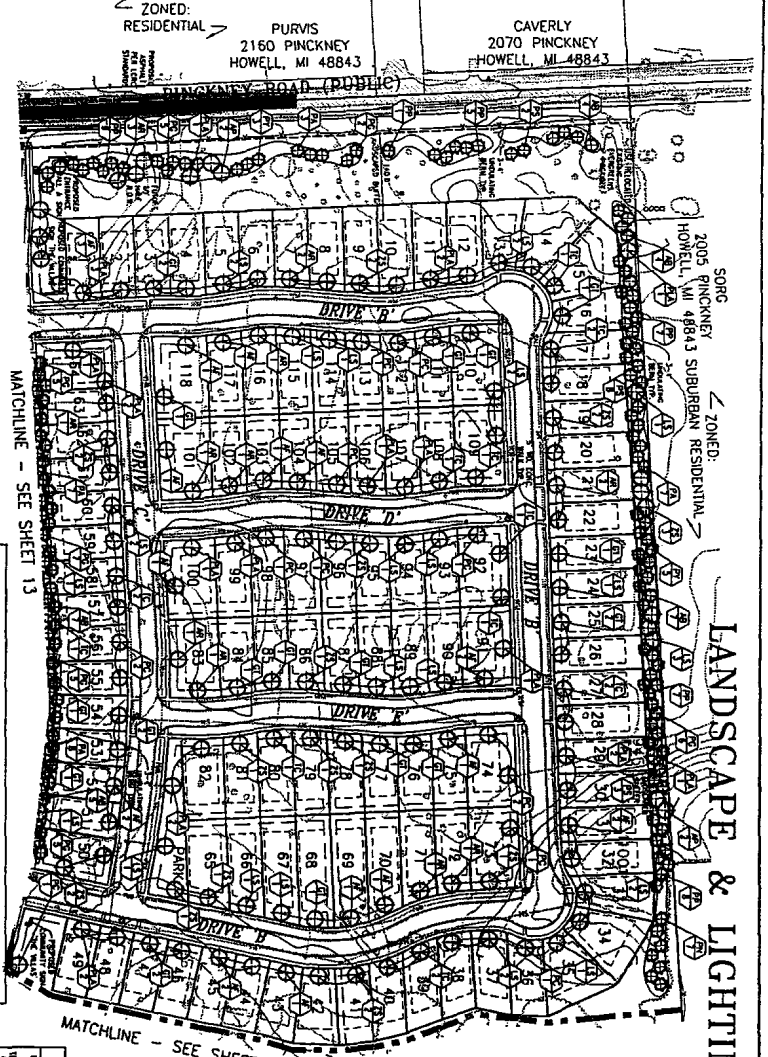
DAYLIND COUNTY OFFICE
2425 W. 1510 ROAD
PATERSON HILLS, MI 48335
(800) 763-0390 FAX (248) 638-4400

THE LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA.

BEFORE YOU CALL BOSS ENGINEERING, PLEASE CONTACT THE REGISTER OF DEEDS FOR THE LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN ON THIS PLAN.

REGISTER OF DEEDS
1000 W. WASHINGTON
LANSING, MI 48226
(313) 224-2200

LANDSCAPE & LIGHTING PLAN 1



FOR SITE PLAN APPROVAL ONLY
NOT FOR CONSTRUCTION

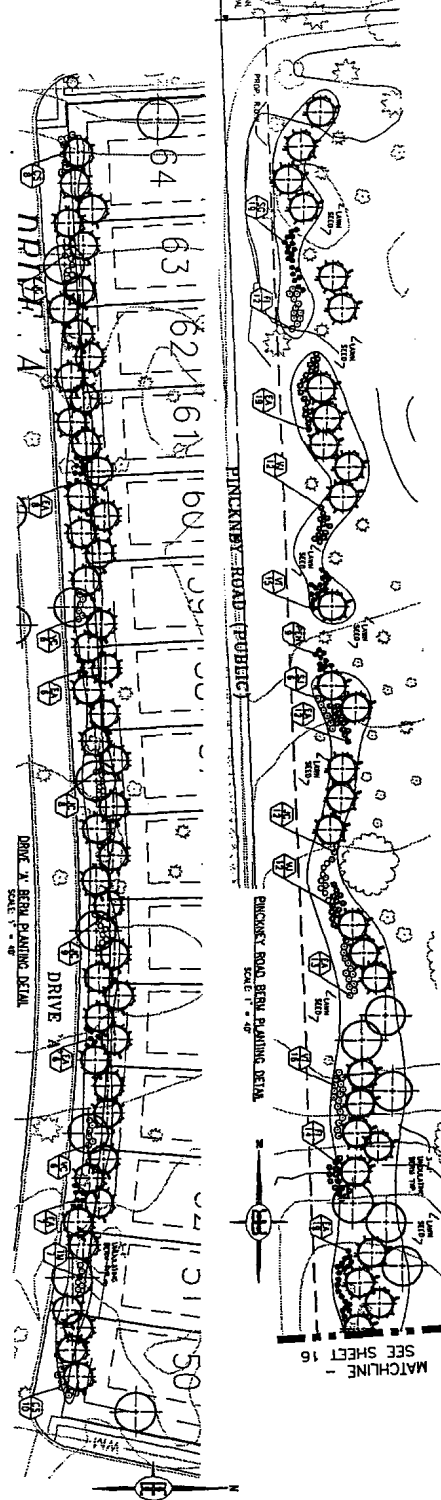
LEGEND: NOTE:
SEE SHEET 18 FOR LIGHTING DETAILS

GENERAL LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL CONFORM TO THE RECOMMENDATIONS AND SPECIFICATIONS OF THE GARDENING MANAGEMENT AND SHALL BE PROVIDED BY THE GARDENING MANAGEMENT. ALL PLANT MATERIAL SHALL BE OF SELECTED SPECIES AND CULTIVARS AND NOT A MIXTURE OF COMMON ALL SPECIES OF SELECTED TO THE PROPERTY OF THE DEVELOPER.
2. ALL PLANT MATERIALS SHALL BE SHIPPED AND DELIVERED TO THE PROPERTY ON CHASSIS, STOPS, AND TRUCKS. ALL PLANT MATERIALS SHALL BE SHIPPED AND DELIVERED TO THE PROPERTY ON CHASSIS, STOPS, AND TRUCKS. ALL PLANT MATERIALS SHALL BE SHIPPED AND DELIVERED TO THE PROPERTY ON CHASSIS, STOPS, AND TRUCKS. ALL PLANT MATERIALS SHALL BE SHIPPED AND DELIVERED TO THE PROPERTY ON CHASSIS, STOPS, AND TRUCKS.
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7. THE CONSTRUCTION SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF 1 YEAR FROM THE DATE THE WORK IS ACCEPTED. IN WRITING, THE CONSTRUCTION SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF 1 YEAR FROM THE DATE THE WORK IS ACCEPTED. IN WRITING, THE CONSTRUCTION SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF 1 YEAR FROM THE DATE THE WORK IS ACCEPTED.
8. PLANTING SHALL BE COMPLETED WITHIN THE SPECIFIED PERIOD. PLANTING SHALL BE COMPLETED WITHIN THE SPECIFIED PERIOD. PLANTING SHALL BE COMPLETED WITHIN THE SPECIFIED PERIOD.
9. ALL PLANTING AND SIGN PLANTING SHALL BE TEMPORARILY WATERED UPON COMPLETION OF PLANTING AND SIGN PLANTING.
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16. ALL PLANTING AND SIGN PLANTING SHALL BE TEMPORARILY WATERED UPON COMPLETION OF PLANTING AND SIGN PLANTING.

PLANT LIST	PLANT LIST	PLANT LIST	PLANT LIST
REF	QTY	DESCRIPTION	REMARKS
1	1
2	1
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7	1
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11	1
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30	1

PLANT LIST	PLANT LIST	PLANT LIST	PLANT LIST
REF	QTY	DESCRIPTION	REMARKS
1	1
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16. ALL PLANTING AND SIGN PLANTING SHALL BE TEMPORARILY WATERED UPON COMPLETION OF PLANTING AND SIGN PLANTING.

MARION OAKS
 3140 WALSH DRIVE, SUITE 115
 WARREN, MI 48090
 (586) 925-0800

BOSS ENGINEERING
 ENGINEERS - SURVEYORS - PLANNERS
 LANDSCAPE ARCHITECTS
 11000 W. 24th Street, Suite 100
 Farmington Hills, MI 48334
 (248) 463-8888

Register of Deeds, 2007R-019945
LANDSCAPE & LIGHTING PLAN 1

Livingston County

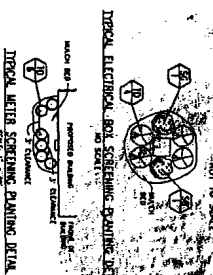
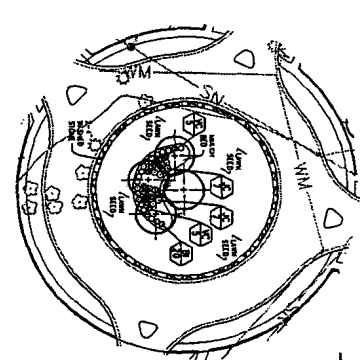
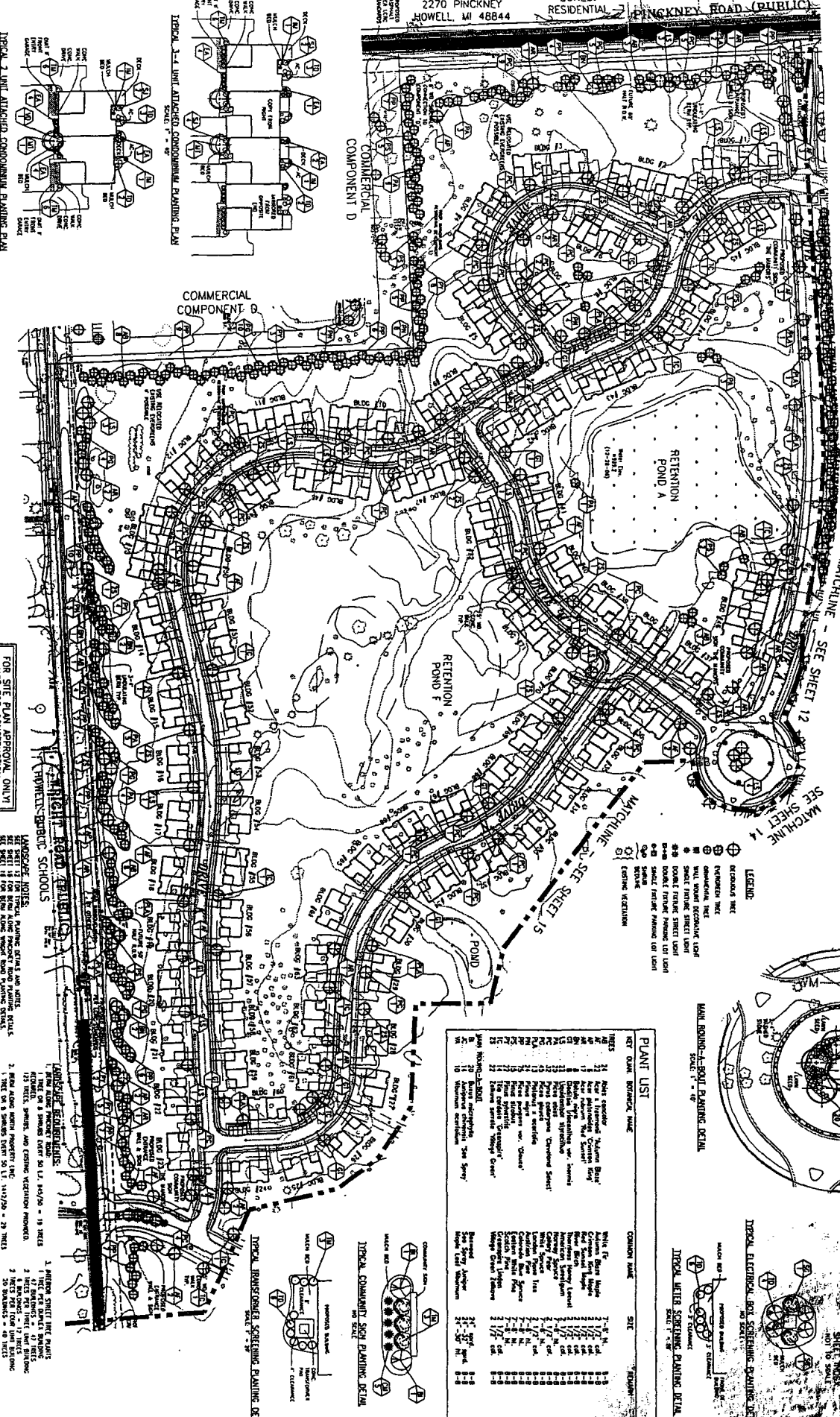
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ZONED: RESIDENTIAL
 2270 PINCKNEY
 HOWELL, MI 48844

KEY	SYM.	SYMBOL	NAME	COMMON NAME	SIZE	REVISIONS
TYPICAL IRRI-GATED SCREENING DETAIL						
1	(Symbol)	1	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
2	(Symbol)	2	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
TYPICAL 3' LEVEL ALIGNMENT CONDUIT PLANTING DETAIL						
1	(Symbol)	1	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
2	(Symbol)	2	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
3	(Symbol)	3	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
4	(Symbol)	4	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
TYPICAL 3' LEVEL ALIGNMENT CONDUIT PLANTING DETAIL						
1	(Symbol)	1	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
2	(Symbol)	2	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
3	(Symbol)	3	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
4	(Symbol)	4	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	

LANDSCAPE & LIGHTING PLAN 2

KEY	SYM.	SYMBOL	NAME	COMMON NAME	SIZE	REVISIONS
TYPICAL 3'-6" LEVEL ALIGNMENT CONDUIT PLANTING DETAIL						
1	(Symbol)	1	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
2	(Symbol)	2	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
3	(Symbol)	3	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
4	(Symbol)	4	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
TYPICAL CONDUIT DETAIL						
1	(Symbol)	1	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
2	(Symbol)	2	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
TYPICAL CONDUIT DETAIL						
1	(Symbol)	1	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
2	(Symbol)	2	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	



KEY	SYM.	SYMBOL	NAME	COMMON NAME	SIZE	REVISIONS
TYPICAL ELECTRICAL BOX SCREENING DETAIL						
1	(Symbol)	1	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
2	(Symbol)	2	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
TYPICAL WATER SCREENING PLANTING DETAIL						
1	(Symbol)	1	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
2	(Symbol)	2	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
3	(Symbol)	3	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	
4	(Symbol)	4	1' x 3' x 12' gal. corr. metal	1' x 3' x 12' gal. corr. metal	B-8	

FOR SITE PLAN APPROVAL ONLY
 NOT FOR CONSTRUCTION

LANDSCAPE NOTES:
 1. SEE SHEET 1 FOR TYPICAL PLANTING DETAIL AND NOTES.
 2. SEE SHEET 1 FOR TYPICAL LIGHTING DETAIL AND NOTES.
 3. SEE SHEET 1 FOR TYPICAL CONDUIT DETAIL AND NOTES.
 4. SEE SHEET 1 FOR TYPICAL SCREENING DETAIL AND NOTES.
 5. SEE SHEET 1 FOR TYPICAL WATER SCREENING DETAIL AND NOTES.
 6. SEE SHEET 1 FOR TYPICAL WATER SCREENING DETAIL AND NOTES.
 7. SEE SHEET 1 FOR TYPICAL WATER SCREENING DETAIL AND NOTES.
 8. SEE SHEET 1 FOR TYPICAL WATER SCREENING DETAIL AND NOTES.
 9. SEE SHEET 1 FOR TYPICAL WATER SCREENING DETAIL AND NOTES.
 10. SEE SHEET 1 FOR TYPICAL WATER SCREENING DETAIL AND NOTES.

RETENTION POND NOTES:
 1. RETAIN POND AT 5' ABOVE FINISH GRADE.
 2. RETAIN POND AT 10' ABOVE FINISH GRADE.
 3. RETAIN POND AT 15' ABOVE FINISH GRADE.
 4. RETAIN POND AT 20' ABOVE FINISH GRADE.
 5. RETAIN POND AT 25' ABOVE FINISH GRADE.
 6. RETAIN POND AT 30' ABOVE FINISH GRADE.
 7. RETAIN POND AT 35' ABOVE FINISH GRADE.
 8. RETAIN POND AT 40' ABOVE FINISH GRADE.
 9. RETAIN POND AT 45' ABOVE FINISH GRADE.
 10. RETAIN POND AT 50' ABOVE FINISH GRADE.

NO.	DESCRIPTION	DATE
1	TYPICAL ELECTRICAL BOX SCREENING DETAIL	4/27/07
2	TYPICAL WATER SCREENING PLANTING DETAIL	4/27/07
3	TYPICAL CONDUIT DETAIL	4/27/07
4	TYPICAL CONDUIT DETAIL	4/27/07
5	TYPICAL CONDUIT DETAIL	4/27/07
6	TYPICAL CONDUIT DETAIL	4/27/07
7	TYPICAL CONDUIT DETAIL	4/27/07
8	TYPICAL CONDUIT DETAIL	4/27/07
9	TYPICAL CONDUIT DETAIL	4/27/07
10	TYPICAL CONDUIT DETAIL	4/27/07

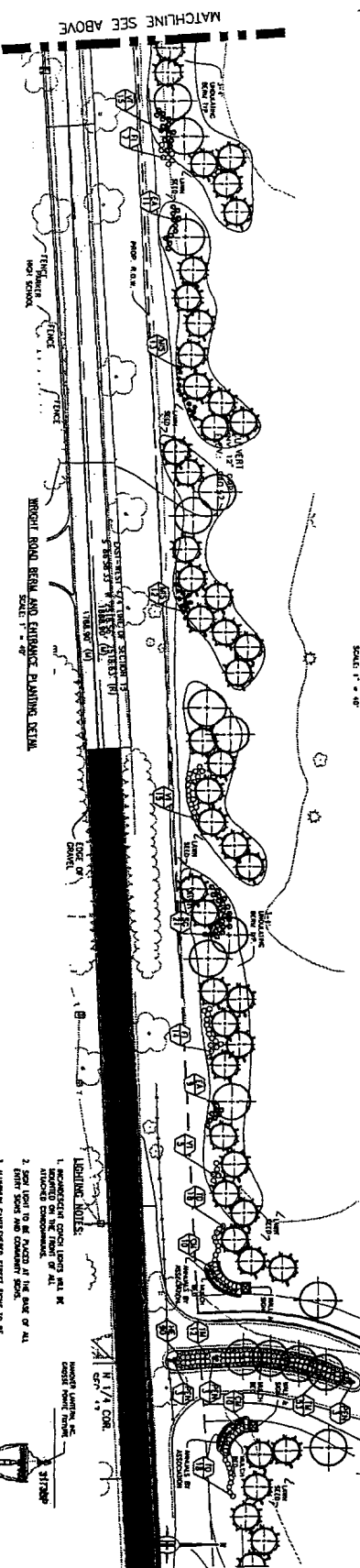
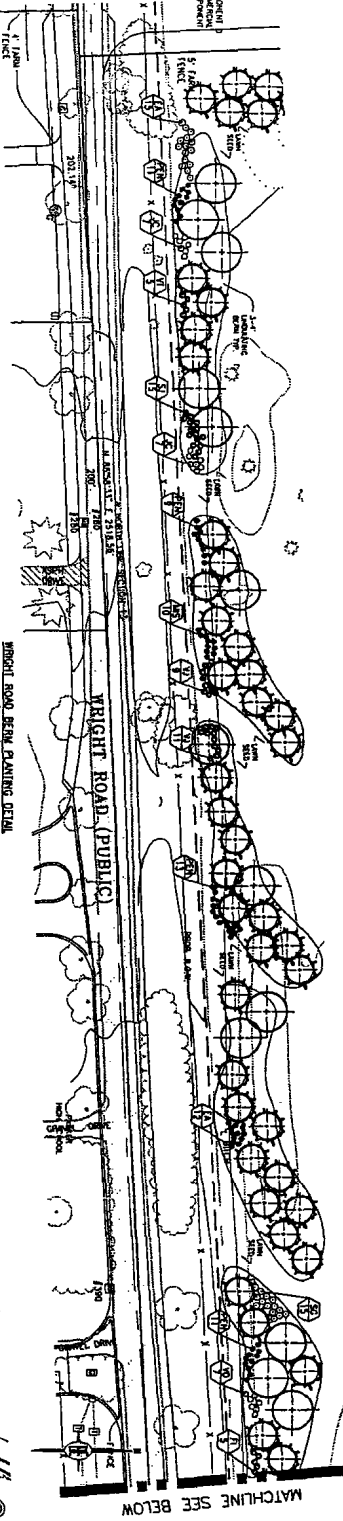
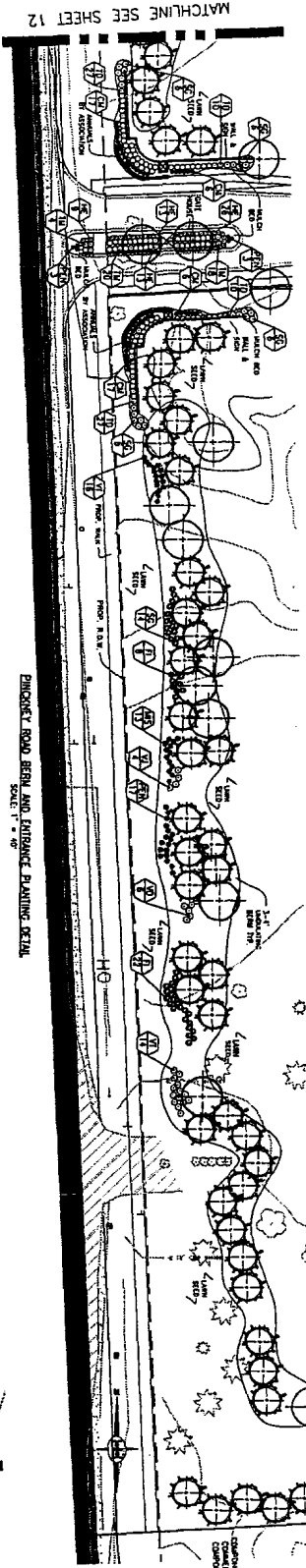
BOSS ENGINEERING
 ENGINEERS - SURVEYORS - PLANNERS
 LANDSCAPE ARCHITECTS

133 Livingston Community Register of Deeds, 2007R-019945

LANDSCAPE & LIGHTING PLAN 2

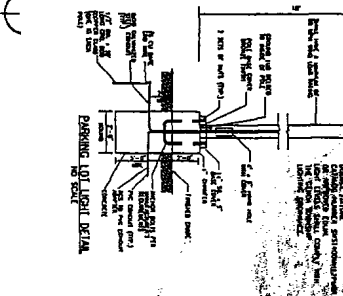
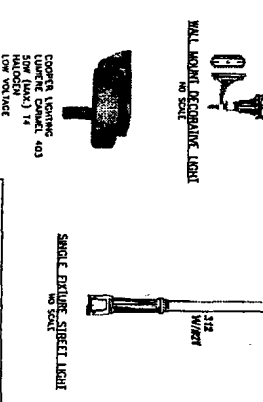
DRAWING COUNTY OFFICE: 3130 S. ... HOWELL, MI 48844
 DUNLAP COUNTY OFFICE: 3130 S. ... ARMINGTON HILLS, IL 60431
 (800) 249-5733 Fax (517) 949-4470 (800) 838-0300 (800) 838-0300

LANDSCAPE & LIGHTING DETAILS



SYMBOL	PLANT NAME	COMMON NAME	SIZE	REMARKS
1	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
2	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
3	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
4	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
5	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
6	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
7	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
8	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
9	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
10	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
11	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
12	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
13	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
14	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
15	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
16	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
17	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
18	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
19	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
20	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
21	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
22	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
23	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
24	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
25	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
26	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
27	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
28	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN
29	EMORY ROAD SIDEWALK	EMORY ROAD SIDEWALK	1" x 1"	SEE PLAN
30	WRIGHT ROAD SIDEWALK	WRIGHT ROAD SIDEWALK	1" x 1"	SEE PLAN

- LANDSCAPE NOTES:**
1. REPRODUCE CONDITIONS AS SHOWN ON THE PLAN.
 2. PLANTING TO BE PLACED AT THE END OF ALL ROWS.
 3. PLANTING TO BE PLACED AT THE END OF ALL ROWS.
 4. PLANTING TO BE PLACED AT THE END OF ALL ROWS.
- LANDSCAPE NOTE:**
- SEE SHEET 12 FOR TREE PLANTING DETAIL AND NOTES.
- LEGEND:**
- 1. REPRODUCE CONDITIONS AS SHOWN ON THE PLAN.
 - 2. PLANTING TO BE PLACED AT THE END OF ALL ROWS.
 - 3. PLANTING TO BE PLACED AT THE END OF ALL ROWS.
 - 4. PLANTING TO BE PLACED AT THE END OF ALL ROWS.



FOR SITE PLAN APPROVAL ONLY
NOT FOR CONSTRUCTION

PROJECT	MARION OAKS
PREPARED FOR	MARION OAKS DEVELOPMENT, L.L.C.
DATE	1/18/07
CHECKED BY	J.P.
DESIGNED BY	J.P.
SCALE	1" = 10'
JOB NO.	01/19
SHEET NO.	16
TOTAL SHEETS	16

BOSS ENGINEERING
ENGINEERS SURVEYORS PLANNERS
LANDSCAPE ARCHITECTS

1600 W. 10th Street, Suite 100
Lawton, Oklahoma 73505
Phone: (580) 248-8733 Fax: (580) 248-1870

REGISTERED PROFESSIONAL ENGINEER
STATE OF OKLAHOMA
NO. 10000

REGISTERED PROFESSIONAL ARCHITECT
STATE OF OKLAHOMA
NO. 10000

REGISTERED PROFESSIONAL SURVEYOR
STATE OF OKLAHOMA
NO. 10000

HYDRANT COVERAGE PLAN



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD AND SPECIFICATIONS OF THE MUNICIPALITY, THE COUNTY, AND THE STATE OF MICHIGAN.
2. THREE WORKING DAYS BEFORE YOU DIG, YOU MUST GET TOL FIELD 1-800-422-7171.
3. HYDRANTS SHALL BE 3' FROM BACK OF CURB.
4. MAINSTREAM SHALL BE PUBLIC.
5. 200' RADII OF INFLUENCE SHOWN IN ALL COMPONENTS.

LEGEND

SYMBOL	DESCRIPTION
(Circle with number)	HYDRANT (100')
(Circle with 'X')	HYDRANT (200')
(Circle with 'X' and '1')	HYDRANT (100') - 1"
(Circle with 'X' and '2')	HYDRANT (100') - 2"
(Circle with 'X' and '3')	HYDRANT (100') - 3"
(Circle with 'X' and '4')	HYDRANT (100') - 4"
(Circle with 'X' and '5')	HYDRANT (100') - 5"
(Circle with 'X' and '6')	HYDRANT (100') - 6"
(Circle with 'X' and '7')	HYDRANT (100') - 7"
(Circle with 'X' and '8')	HYDRANT (100') - 8"
(Circle with 'X' and '9')	HYDRANT (100') - 9"
(Circle with 'X' and '10')	HYDRANT (100') - 10"
(Circle with 'X' and '11')	HYDRANT (100') - 11"
(Circle with 'X' and '12')	HYDRANT (100') - 12"
(Circle with 'X' and '13')	HYDRANT (100') - 13"
(Circle with 'X' and '14')	HYDRANT (100') - 14"
(Circle with 'X' and '15')	HYDRANT (100') - 15"
(Circle with 'X' and '16')	HYDRANT (100') - 16"
(Circle with 'X' and '17')	HYDRANT (100') - 17"
(Circle with 'X' and '18')	HYDRANT (100') - 18"
(Circle with 'X' and '19')	HYDRANT (100') - 19"
(Circle with 'X' and '20')	HYDRANT (100') - 20"
(Circle with 'X' and '21')	HYDRANT (100') - 21"
(Circle with 'X' and '22')	HYDRANT (100') - 22"
(Circle with 'X' and '23')	HYDRANT (100') - 23"
(Circle with 'X' and '24')	HYDRANT (100') - 24"
(Circle with 'X' and '25')	HYDRANT (100') - 25"
(Circle with 'X' and '26')	HYDRANT (100') - 26"
(Circle with 'X' and '27')	HYDRANT (100') - 27"
(Circle with 'X' and '28')	HYDRANT (100') - 28"
(Circle with 'X' and '29')	HYDRANT (100') - 29"
(Circle with 'X' and '30')	HYDRANT (100') - 30"
(Circle with 'X' and '31')	HYDRANT (100') - 31"
(Circle with 'X' and '32')	HYDRANT (100') - 32"
(Circle with 'X' and '33')	HYDRANT (100') - 33"
(Circle with 'X' and '34')	HYDRANT (100') - 34"
(Circle with 'X' and '35')	HYDRANT (100') - 35"
(Circle with 'X' and '36')	HYDRANT (100') - 36"
(Circle with 'X' and '37')	HYDRANT (100') - 37"
(Circle with 'X' and '38')	HYDRANT (100') - 38"
(Circle with 'X' and '39')	HYDRANT (100') - 39"
(Circle with 'X' and '40')	HYDRANT (100') - 40"
(Circle with 'X' and '41')	HYDRANT (100') - 41"
(Circle with 'X' and '42')	HYDRANT (100') - 42"
(Circle with 'X' and '43')	HYDRANT (100') - 43"
(Circle with 'X' and '44')	HYDRANT (100') - 44"
(Circle with 'X' and '45')	HYDRANT (100') - 45"
(Circle with 'X' and '46')	HYDRANT (100') - 46"
(Circle with 'X' and '47')	HYDRANT (100') - 47"
(Circle with 'X' and '48')	HYDRANT (100') - 48"
(Circle with 'X' and '49')	HYDRANT (100') - 49"
(Circle with 'X' and '50')	HYDRANT (100') - 50"
(Circle with 'X' and '51')	HYDRANT (100') - 51"
(Circle with 'X' and '52')	HYDRANT (100') - 52"
(Circle with 'X' and '53')	HYDRANT (100') - 53"
(Circle with 'X' and '54')	HYDRANT (100') - 54"
(Circle with 'X' and '55')	HYDRANT (100') - 55"
(Circle with 'X' and '56')	HYDRANT (100') - 56"
(Circle with 'X' and '57')	HYDRANT (100') - 57"
(Circle with 'X' and '58')	HYDRANT (100') - 58"
(Circle with 'X' and '59')	HYDRANT (100') - 59"
(Circle with 'X' and '60')	HYDRANT (100') - 60"
(Circle with 'X' and '61')	HYDRANT (100') - 61"
(Circle with 'X' and '62')	HYDRANT (100') - 62"
(Circle with 'X' and '63')	HYDRANT (100') - 63"
(Circle with 'X' and '64')	HYDRANT (100') - 64"
(Circle with 'X' and '65')	HYDRANT (100') - 65"
(Circle with 'X' and '66')	HYDRANT (100') - 66"
(Circle with 'X' and '67')	HYDRANT (100') - 67"
(Circle with 'X' and '68')	HYDRANT (100') - 68"
(Circle with 'X' and '69')	HYDRANT (100') - 69"
(Circle with 'X' and '70')	HYDRANT (100') - 70"
(Circle with 'X' and '71')	HYDRANT (100') - 71"
(Circle with 'X' and '72')	HYDRANT (100') - 72"
(Circle with 'X' and '73')	HYDRANT (100') - 73"
(Circle with 'X' and '74')	HYDRANT (100') - 74"
(Circle with 'X' and '75')	HYDRANT (100') - 75"
(Circle with 'X' and '76')	HYDRANT (100') - 76"
(Circle with 'X' and '77')	HYDRANT (100') - 77"
(Circle with 'X' and '78')	HYDRANT (100') - 78"
(Circle with 'X' and '79')	HYDRANT (100') - 79"
(Circle with 'X' and '80')	HYDRANT (100') - 80"
(Circle with 'X' and '81')	HYDRANT (100') - 81"
(Circle with 'X' and '82')	HYDRANT (100') - 82"
(Circle with 'X' and '83')	HYDRANT (100') - 83"
(Circle with 'X' and '84')	HYDRANT (100') - 84"
(Circle with 'X' and '85')	HYDRANT (100') - 85"
(Circle with 'X' and '86')	HYDRANT (100') - 86"
(Circle with 'X' and '87')	HYDRANT (100') - 87"
(Circle with 'X' and '88')	HYDRANT (100') - 88"
(Circle with 'X' and '89')	HYDRANT (100') - 89"
(Circle with 'X' and '90')	HYDRANT (100') - 90"
(Circle with 'X' and '91')	HYDRANT (100') - 91"
(Circle with 'X' and '92')	HYDRANT (100') - 92"
(Circle with 'X' and '93')	HYDRANT (100') - 93"
(Circle with 'X' and '94')	HYDRANT (100') - 94"
(Circle with 'X' and '95')	HYDRANT (100') - 95"
(Circle with 'X' and '96')	HYDRANT (100') - 96"
(Circle with 'X' and '97')	HYDRANT (100') - 97"
(Circle with 'X' and '98')	HYDRANT (100') - 98"
(Circle with 'X' and '99')	HYDRANT (100') - 99"
(Circle with 'X' and '100')	HYDRANT (100') - 100"

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NOT FOR CONSTRUCTION

<p>17</p>	<p>PROJECT: MARION OAKS</p> <p>DEVELOPER FOR: MARION OAKS DEVELOPMENT, L.L.C.</p> <p>5140 WILAND DRIVE, SUITE 110 MACKOUG TOWNSHIP, MI 48041 988-822-880</p>	<p>BOSS ENGINEERING ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS</p> <p>LIVINGSTON COUNTY OFFICE: 3121 E. GRAND RIVER AVE., SUITE 100, FARMINGTON HILLS, MI 48334 (300) 248-8735 FAX (313) 548-1870 (300) 263-0390 TOLL FREE 1-800-526-9446</p> <p>OKLAHOMA COUNTY OFFICE: 24435 HARTSDEN ROAD, FARMINGTON HILLS, MI 48335 (300) 248-8735 FAX (313) 548-1870 (300) 263-0390 TOLL FREE 1-800-526-9446</p>	<p>REGISTER OF DEEDS 2007R-019945</p> <p>HYDRANT COVERAGE PLAN</p>								
	<p>DESIGNED BY: KS</p> <p>DRAWN BY: KS</p> <p>CHECKED BY: KS</p> <p>SCALE: 1" = 200'</p> <p>JOB NO: 07/19</p> <p>DATE: 01/17/07</p> <p>SHEET NO: 17</p>	<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>1/16/07</td> </tr> <tr> <td>2</td> <td>ISSUED FOR CONSTRUCTION</td> <td>3/17/07</td> </tr> </table>	NO.	REVISION	DATE	1	ISSUED FOR PERMIT	1/16/07	2	ISSUED FOR CONSTRUCTION	3/17/07
NO.	REVISION	DATE									
1	ISSUED FOR PERMIT	1/16/07									
2	ISSUED FOR CONSTRUCTION	3/17/07									

CLERK'S CERTIFICATE
STATE OF MICHIGAN County of Livingston

I, Margaret M. Dunleavy, Clerk
of said County and Clerk of the
44th Circuit Court, do hereby certify
this copy as a correct and true
record of the original document
remaining on file in my office.

Dated and sealed 12-18-07, 2007.

Margaret M. Dunleavy, County Clerk

[Signature]
Deputy