

OK 13418 37-
Woodland Development 2-
P.O. Box 1138
Kalkaska, MI 49696

LIBER 835 PAGE 399.

RECEIVED
FOR RECORD

02 JUN -7 AM 11: 23

Mary Ellen Leighton
CLERK/REGISTER
CHEBOYGAN COUNTY MICHIGAN

ROAD MAINTENANCE AGREEMENT
FOR TIMBERWOOD

That Woodland Development Company, a Michigan Co-Partnership, its heirs, successors and assigns owning certain parcels of property described in "Exhibit A", attached hereto and John and Kathleen Leighton, husband and wife, owners of a certain parcel of property described in "Exhibit B", attached hereto and their heirs, successors and assigns (hereinafter referred to as the, "Parcel Owners"), hereby establishes an agreement for improvement, maintenance and use of that portion of TIMBERWOOD described below.

1. ROAD DESCRIPTION:

The PRIVATE ROADS, known as that portion of TIMBERWOOD EASEMENTS "A", "B" and "C" as described below.

EASEMENT "A"

A 66 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities over and across part of the Southeast ¼ of Section 7, T37N, R2W, and part of the Southwest ¼ of Section 8, T37N, R2W, which the centerline is described as: Commencing at the West ¼ corner of said Section 8; thence S89deg03'44"E, along the East-West ¼ line of said section, 1328.86 feet to the West 1/8 line of said section; thence S00deg10'43"E, along said 1/8 line, 33.00 feet to the centerline of said easement and the Point of Beginning; thence N89deg03'44"W, along said centerline, 1328.95 feet to the Section line common to Sections 7 and 8; thence N89deg28'45"W, along said centerline, 791.47 feet; thence 214.16 feet, along said centerline, on the arc of a 300.00 foot radius curve to the left (Long Chord = S70deg04'12"W, 209.64 feet); thence S49deg37'08"W, along said centerline, 127.99 feet; thence 201.66 feet, along said centerline, on the

arc of a 300.00 foot radius curve to the right (Long Chord = S68deg52'32"W, 197.88 feet); thence S88deg07'56"W, 50.23 feet to the Point of Ending.

EASEMENT "B"

A 66.00 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities over and across part of the Southeast $\frac{1}{4}$ of Section 7, T37N, R2W, and part of the Southwest $\frac{1}{4}$ of Section 8, T37N, R2W, which the centerline is described as: Beginning at the West $\frac{1}{4}$ corner of said Section 8; thence S00deg01'41"E, along the West line of said Section 8 and the centerline of said easement. 1277.80 feet; thence S89deg04'26"E, along said centerline, 999.16 feet to the center of a 90 foot radius cul-de-sac and the Point of Ending, said cul-de-sac being part of this easement.

EASEMENT "C"

An existing right-of-way for ingress and egress, which runs over and upon the North 33 feet of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Section 8, T37N, R2W, commencing at Hill Road, a county road, and traveling in a easterly direction and ending at EASEMENT "A", as granted by an instrument recorded in Liber 252, Page 355, Cheboygan County Records .

Easements "A" and "C" are also known as Minch Road and Easement "B" is also known as Timberwood Court.

2. INTENT:

It is the intent of this agreement to provide an effective yet convenient mechanism for the afore described Parcel Owners to maintain said PRIVATE ROAD in a reasonably safe condition suitable for safe efficient travel by the undersigned, their invitees, governmental agencies and public utilities. It is the intent of this agreement to maintain the PRIVATE ROAD in a reasonably safe and suitable condition for travel, but is not intended to create a special duty in favor of third-parties. To that end, the undersigned agree that the road shall from time to time be graded, have gravel base maintained, maintain the crown and drainage from said road and that accumulation of snow and other hazards should be removed from time to time as needed. This agreement shall be in addition to any and all governmental restrictions that may be applicable to the maintenance and repair of said PRIVATE ROAD.

3. COST:

The cost of improving, maintaining and repairing EASEMENT "A" and "C" such as, by the way of illustration and not necessarily by way of limitation, the construction,

improvement, surfacing and re-surfacing, bringing and/or chloriding, grading and other like or similar improvements, maintenance or repairs shall be shared equally by all Parcel Owners, their successors or assigns and John and Kathleen Leighton, husband and wife, and their successors or assigns.

The cost of improving, maintaining and repairing EASEMENT "B" such as, by the way of illustration and not necessarily by way of limitation, the construction, improvement, snowplowing, surfacing and re-surfacing, bringing and/or chloriding, grading and other like or similar improvements, maintenance or repairs shall be shared by those Parcel Owners, their successors or assigns who own property adjacent EASEMENT "B".

All Parcel Owners to this agreement, their successors or assigns, having a structure on any Parcel served by the either PRIVATE ROAD, will be responsible for paying snowplowing charges and/or will be responsible for snow removal. Further, only those Parcel Owners who have a structure on their parcel shall be the determiners of whether either Road requires snow removal/plowing. The cost of maintenance and repair of any secondary roads that are attached to the PRIVATE ROAD shall be the financial responsibility of the Owners whose driveways attach to the secondary road.

4. DETERMINING MAINTENANCE NEEDS:

Each and every first Saturday of July at 10:00 a.m., there shall be a meeting of the Parcel Owners at the intersection of where EASEMENT "A" and "B" meet for the purpose of determining repairs or maintenance on the privates roads known as EASEMENT "A" and EASEMENT "C". A simple majority of the Property Owners present is all that is needed to determine the extent of repair and maintenance and the authorized such work, for which all Parcel Owners are financially obligated. Each Parcel Owner shall have one (1) vote. A Parcel Owner may have his vote voted by proxy as long as said proxy is in written form. Further, a simple majority of the Parcel Owners present or those voting by proxy should also determine the method of paying for any necessary repair or maintenance on EASEMENTS "A" and "C". All Parcel Owners shall equally contribute to the repair and maintenance of EASEMENTS "A" and "C" as determined by the Parcel Owners at said meeting. If any Parcel Owner shall fail to pay their respective share as determined at the first Saturday of July meeting, then any other Parcel Owner may sue to enforce this Agreement and obtain a judgment in an amount necessary to satisfy said Parcel Owner's respective share in addition to and together with actual costs and attorneys fees incurred in filing and prosecuting said suit and actual costs and attorneys fees incurred in the collection of said sums. Further, said judgment shall automatically become a lien upon the Parcel Owner's parcels which may be foreclosed upon by advertisement.

While repairs and maintenance on the PRIVATE ROAD known as EASEMENT "B" appear to be necessary, a simple majority of Parcel Owners along EASEMENT "B" is needed to authorize the work for which those Parcel Owners are financially obligated. Each of these Parcel Owners shall have one (1) vote. These Parcel Owners will be notified by mail and have 15 days to respond in writing of their vote. If they do not respond within 15 days of the postmarked mailing, then they shall forfeit their vote. The persons undertaking such construction, maintenance, or repair shall contract for and initially pay all reasonable costs associated with them. The persons incurring such expense shall bill the other Parcel Owners along EASEMENT "B" for their share. If any of these Parcel Owners shall fail to pay any statement tendered by another Parcel Owner's to him, or to his successor in assigns, within 10 days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus attorneys fees necessary to collect, shall automatically become a lien upon the parcel of the owner billed. The Parcel Owner incurring the expense, may at his option, pursue any legal remedy he may deem necessary to collect the unpaid bill, including foreclosure of the lien.

5. OWNER LIABILITY:

Each Parcel Owner shall be responsible to promptly repair any damage caused to the PRIVATE ROAD easement of whatever kind or nature by a Parcel Owner, his guests, his invitees, and by any contractor, tradesman or utilities supplier entering the subject lands at that Owner's request. If such Owner fails to make such repairs, to the reasonable satisfaction of the remaining Parcel Owners, the other Parcel Owners may do so and charge the cost of such repairs to such Owner. IF UNPAID, such charges shall be a lien against the property owned by the Owner who is responsible for the damages. Any other Parcel Owner may sue to enforce this agreement and obtain a judgment in an amount necessary to satisfy the costs in said repairs, in addition to and together with actual costs and attorney fees incurred in filing and prosecuting said suit and actual costs and attorney fees incurred in the collection of said sums. Further, said judgment shall automatically become a lien upon the Parcel Owner's parcel(s) which may be foreclosed upon by advertisement.

6. MISCELLANEOUS PROVISIONS:

No heavy equipment will be permitted on or across the PRIVATE ROAD during the time that the Cheboygan County, Michigan "frost laws" are in effect each spring. The type and weight of the equipment not permitted and the "frost laws" beginning and ending dates will be according to established County guidelines.

Nothing herein shall prevent the creation of a non-profit corporation or association to accomplish the purposes intended.

At any time, the Parcel Owners may establish a road committee to deal with future road issues as they may occur. If any action is to be taken that affects the PRIVATE ROAD, such as but not limited to paving, attachment of secondary roads, culverts, etc., then the procedure for voting established in the paragraph 4. "Determining Maintenance Needs" shall be followed. A single private residential driveway that attaches to the PRIVATE ROAD is exempted from this provision.

An absent lot Owner may vote upon matters to be decided by the giving of a written proxy to another person or by the giving of a clearly and unambiguously written statement of the lot Owner's position on those matters that have been previously scheduled for a vote. The Vendee(s) under a land contract for the sale of any lot or lots shall be given the proxy of the fee Owner. Such a vendee or vendees shall be and become full voting participants and responsible parties under this agreement.

That John and Kathleen Leighton, husband and wife, shall be permitted to place a gate across that portion of the PRIVATE ROAD known as Easement A at a any point along said Easement A where it is contiguous with property owned and/or being purchased by John and Kathleen Leighton, husband and wife,. Further, John and Kathleen Leighton, husband and wife, will be responsible for any and all maintenance for all that portion of Easement A that lies beyond any gate placed by John and Kathleen Leighton, husband and wife, pursuant to this paragraph. John and Kathleen Leighton, husband and wife, shall also have the right to prohibit anyone from traveling that portion said Easement beyond said gate. Further, notwithstanding Paragraph 7, entitled "Amendment", the rights contained in this paragraph shall not be modified without the written consent of John and Kathleen Leighton, their successors or assigns.

7. AMENDMENT

The rights and responsibilities set forth in this agreement shall be perpetual and shall run with the land. They shall be binding upon the parties hereunto, their heirs, successors and assigns. Except as otherwise provided, the provisions of this agreement may be amended with the consent of two-thirds (2/3) majority of parcel owners or terminated with the consent of 100% of the Parcel Owners.

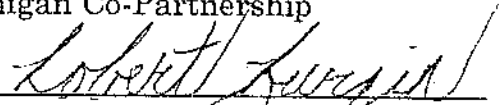
8. REPUDIATION OF PRIOR AGREEMENT

This agreement replaces and is in the place instead of that previously recorded Road Maintenance Agreement at Cheboygan County Register of Deeds Office, Liber 708, Pages 454-465.

IN WITNESS WHEREOF: The parties have executed this ROAD MAINTENANCE AGREEMENT FOR TIMBERWOOD and have caused their hands and seals to be affixed hereto the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN PRESENCE OF:

WOODLAND DEVELOPMENT CO.,
a Michigan Co-Partnership



By: ROBERT BURGIN
Its: MANAGING PARTNER

STATE OF MICHIGAN
COUNTY OF KALKASKA

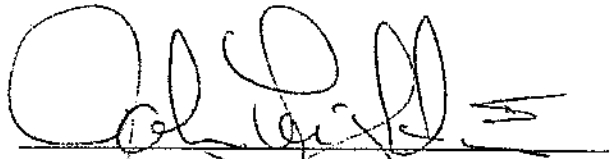
THE FOREGOING INSTRUCTION WAS ACKNOWLEDGED BEFORE ME THIS 16TH DAY OF MAY, 2002, BY ROBERT BURGIN ON BEHALF OF WOODLAND DEVELOPMENT COMPANY, A MICHIGAN CO-PARTNERSHIP, AS ITS MANAGING PARTNER.

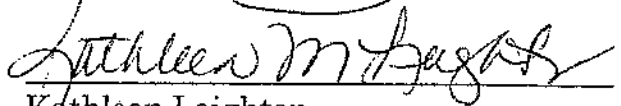


NORMA L. THORNBURG

Notary Public for KALKASKA County, MI
My Commission Expires: 5/18/2004

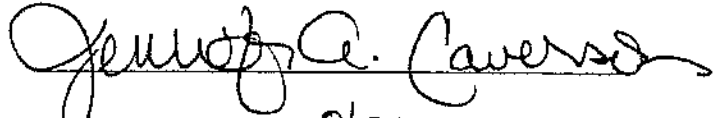
LIBER 835 PAGE 405.


John Leighton

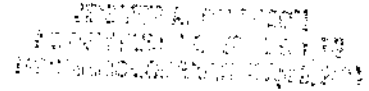

Kathleen Leighton

STATE OF MICHIGAN
COUNTY OF OTSEGO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
3rd DAY OF May 2002, BY JOHN AND KATHLEEN
LEIGHTON, HUSBAND AND WIFE.

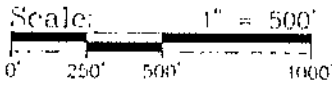


Notary Public for Otsego County, MI
My Commission Expires: 4-2-04



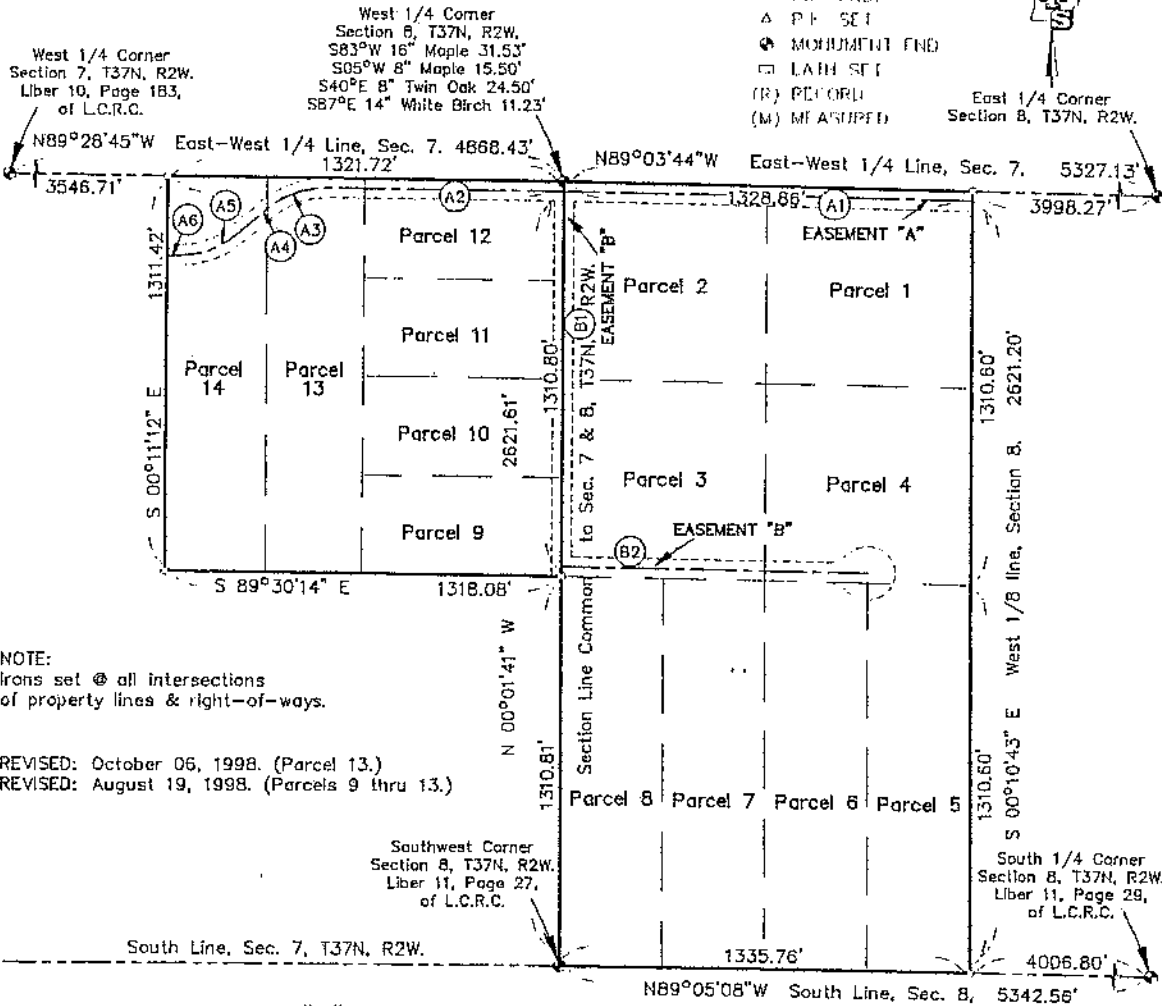
Instrument Drafted by: Robert Burgin
Northern Land Company Broker
830 South Cedar Street
P.O. Box 1138
Kalkaska, MI 49646

Branches.12086.95525.1078042-1



Legend

- IRON END
- IRON SET
- ▲ P.I. END.
- △ P.I. SET
- ⊙ MONUMENT END
- LATH SET
- (R) RECORD
- (M) MEASURED



EASEMENT "B"

NUMBER	BEARING	DISTANCE
B1	S 00°01'41" E	1244.80'
B2	S 89°04'26" E	999.16'

EASEMENT "A"

NUMBER	BEARING	DISTANCE
A1	N 89°03'44" W	1328.95'
A2	N 89°28'45" W	791.47'

NUMBER	RADIUS	ARC LENGTH	DIST.	CHORD BEARING	DELTA ANGLE
A3	300.00'	214.16'	209.64'	S 70°04'12" W	40°54'08"

NUMBER	BEARING	DISTANCE
A4	S 49°37'08" W	127.99'

NUMBER	RADIUS	ARC LENGTH	DIST.	CHORD BEARING	DELTA ANGLE
A5	300.00'	201.66'	197.88'	S 68°52'32" W	38°30'48"

NUMBER	BEARING	DISTANCE
A6	S 88°07'56" W	50.23'

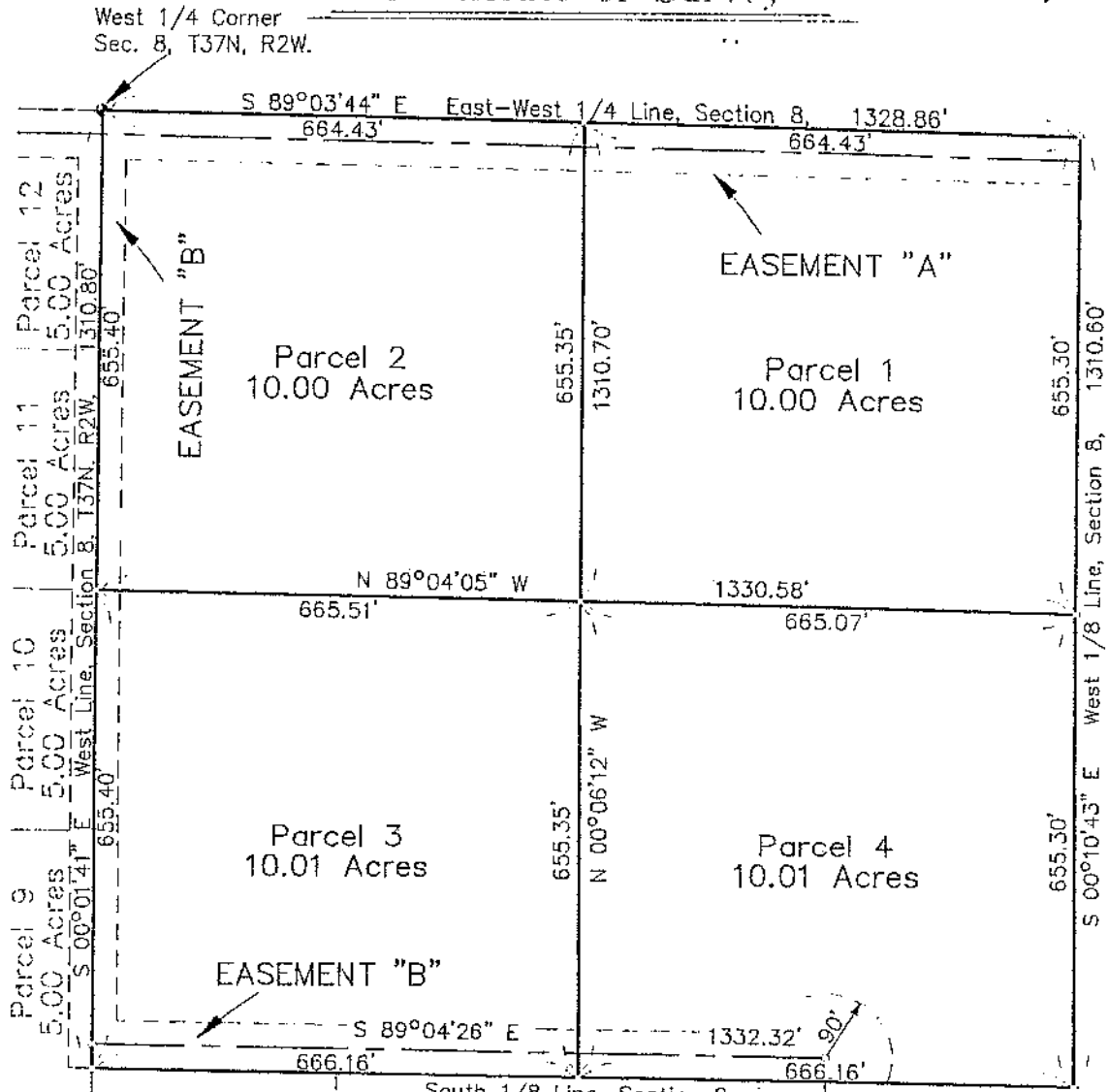
I, NEIL D. LIVASY, a Professional Surveyor in the State of Michigan, do hereby certify that I have surveyed and mapped the hereon described parcels of land; that the ratio of closure of the unadjusted field observations is within the accepted limits; and that I have fully complied with the requirements of P.A. 182 of 1970, as amended.

Neil D. Livasy
 NEIL D. LIVASY
 Professional Surveyor Number: 31611

Ratio of Closure: 1/10,000
 Basis of Bearing: Established by G.P.S.

<p>620 RAILROAD PLACE TRAVERSE CITY, MI. 49686 (616) 947-2555 Fax: 947-4771 e-mail: GTSurvey@aol.com Located at the T.C. Train Station.</p>	For:	WOODLAND DEVELOPMENT
	Part of the SE 1/4 of Sec. 7, & Part of the SW 1/4 of Sec. 8, T37N, R2W, Inverness Twp., Cheboygan Co., Michigan.	
	Date: June 03, 1998.	File No: 98-5008
Drafted By: DWRomine-(11)-3		Sheet: 1 of 8

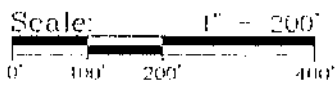
Certificate of Survey LIBER 835 PAGE 407



Parcel 8 10.03 Acres Parcel 7 10.03 Acres Parcel 6 10.03 Acres Parcel 5 10.03 Acres

South 1/8 Line, Section 8.

NOTE:
Irons set @ all inter-
sections of property lines
& right-of-ways.



REVISED: October 06, 1998. (Parcel 13.)
REVISED: August 19, 1998. (Parcels 9 thru 13.)

I, NEIL B. LIVASY, a Professional Surveyor in the State of Michigan, do hereby certify that I have surveyed and mapped the hereon described parcel(s) of land; that the ratio of closure of the unadjusted field observations is within the accepted limits; and that I have fully complied with the requirements of P.A. 132 of 1970, as amended.

- Legend
- IRON NAIL
 - IRON SET
 - ▲ P.K. NAIL
 - △ P.K. SET
 - ⊙ MONUMENT (T.M.)
 - L.A.T.E. (L)
 - (P) RECORD
 - (M) MEASURED

Neil B. Livasy
NEIL B. LIVASY
Professional Surveyor Number: 31611

Ratio of Closure: 1/10,000
Basis of Bearing: Established by G.P.S.

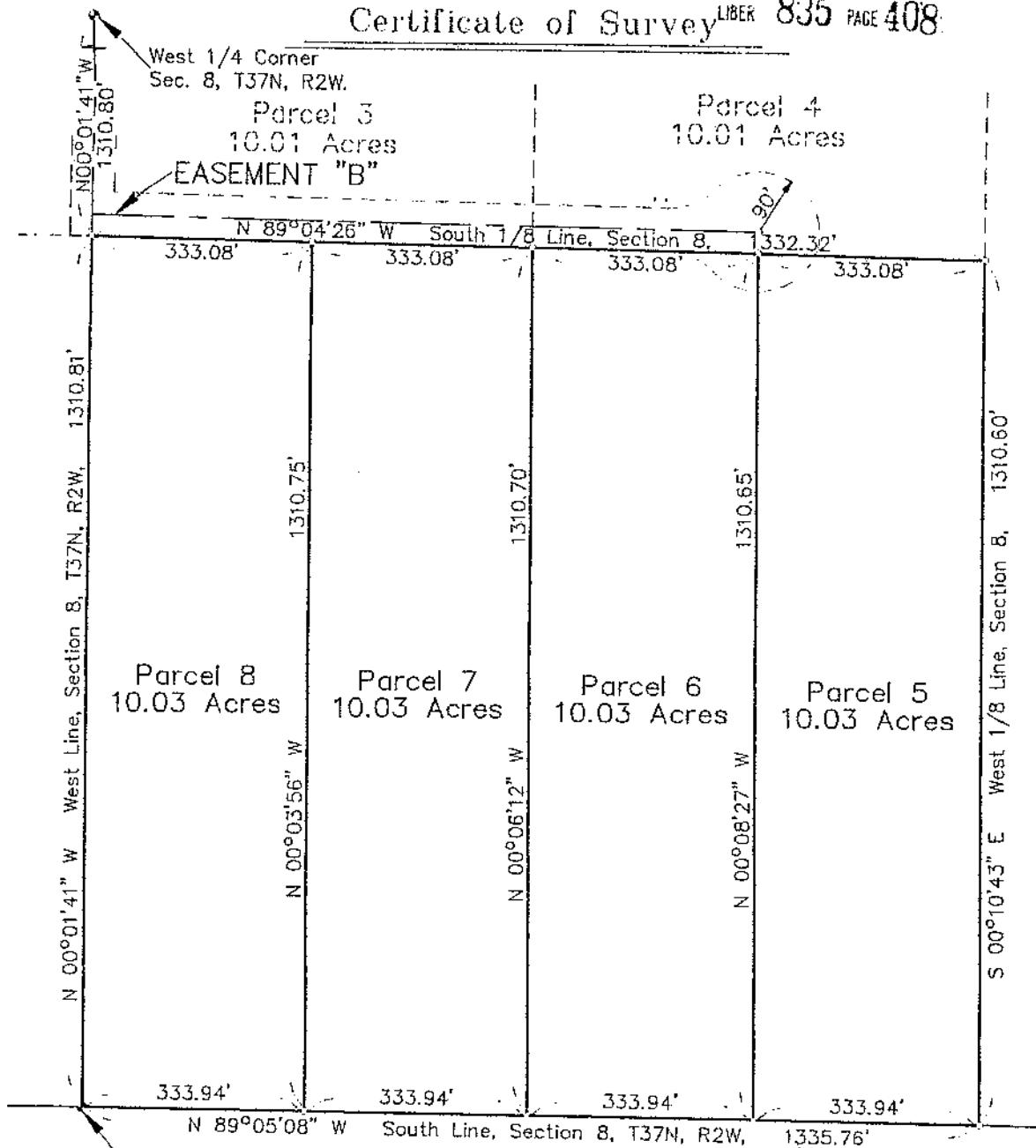
GRAND TRAVERSE SURVEYING

620 RAILROAD PLACE
TRAVERSE CITY, MI 49686
(616) 947-2555 Fax: 947-4771
e-mail: GTSurvey@aol.com

Located at the T.C. Train Station.

For: WOODLAND DEVELOPMENT	
Part of the SE 1/4 of Sec. 7, & Part of the SW 1/4 of Sec. 8, T37N, R2W, Inverness Twp., Cheboygan Co., Michigan.	
Date: June 03, 1998.	File No: 98-5008
Drafted By: DWRomine-CD-3 LB	Sheet: 2 of 8

Certificate of Survey ^{LIBER} 835 PAGE 408



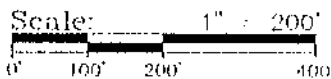
Southwest Corner
Sec. 8, T37N, R2W.

NOTE:
Irons set @ all inter-
sections of property lines
& right-of-ways.

706 FILE 748

Legend

- IRON NAIL
- ◊ IRON SET
- ▲ P.K. END
- △ P.P. SET
- ◆ MONUMENT END
- ◻ LATH SET
- (R) RECORDED
- (M) MEASURED



REVISED: October 06, 1998. (Parcel 13.)
REVISED: August 19, 1998. (Parcels 9 thru 13.)

I, NEIL B. LIVASY, a Professional Surveyor in the State of Michigan, do hereby certify that I have surveyed and mapped the herein described parcels of land; that the ratio of closure of the unadjusted field observations is within the accepted limits; and that I have fully complied with the requirements of P.A. 132 of 1970, as amended.

Ratio of Closure: 1/10,000
Basis of Bearing: Established by G.P.S.

Neil B. Livasy
NEIL B. LIVASY
Professional Surveyor Number: 31611

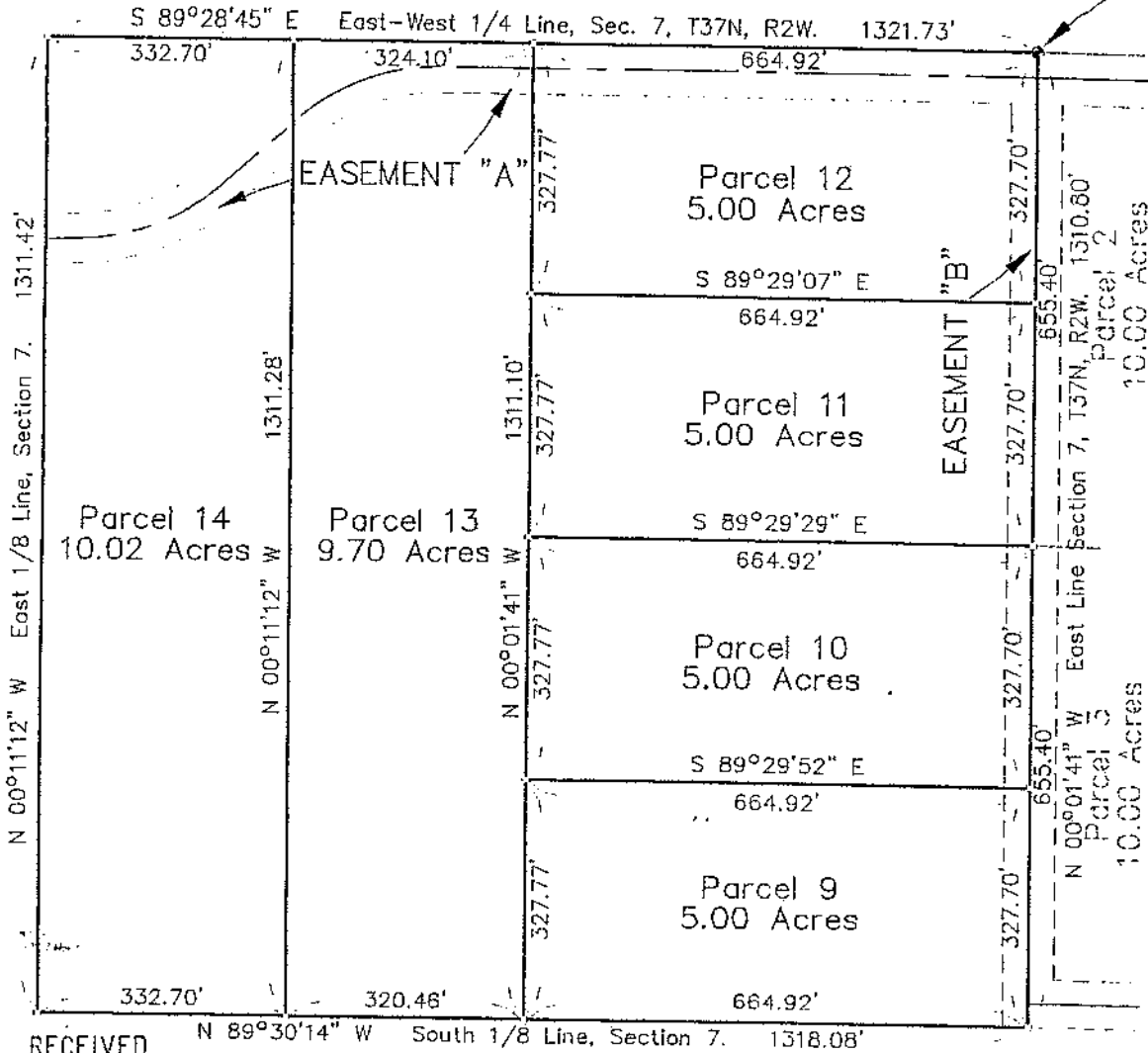
G. GRAND TRAVERSE SURVEYING
620 RAILROAD PLACE
TRAVERSE CITY, MI 49686
(616) 947-2555 Fax: 947-4771
e-mail: GTSurvey@aol.com

Located at the T.C. Train Station.

For: WOODLAND DEVELOPMENT	
Part of the SE 1/4 of Sec. 7, & Part of the SW 1/4 of Sec. 8, T37N, R2W, Inverness Twp., Cheboygan Co., Michigan.	
Date: June 03, 1998.	File No: 98-5008
Drafted By: DWRamino-CD-3	Sheet: 3 of 8

Certificate of Survey

East 1/4 Corner
Sec. 7, T37N, R2W.

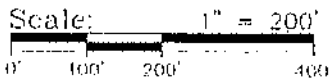


RECEIVED
FOR RECORD

98 OCT 16 PM 2:42

Joselyn Gray
CLERK/REGISTER
CHEBOYGAN COUNTY, MICHIGAN

NOTE:
Irons set @ all inter-
sections of property lines
& right-of-ways.



REVISED: October 06, 1998. (Parcel 13.)
REVISED: August 19, 1998. (Parcels 9 thru 13.)

I, NEIL B. LIVASY, a Professional Surveyor in the State of Michigan, do hereby verify that I have surveyed and mapped the hereon described parcels of land; that the ratio of closure of the unadjusted field observations is within the accepted limits, and that I have fully complied with the requirements of P.A. 182 of 1970, as amended.

Legend

- IRON END
- IRON SET
- ▲ P.K. END
- △ P.K. SET
- ◆ MOUNTAIN END
- LATH SET
- (P) RECOPI
- (M) MEASURED



Neil B. Livasy
NEIL B. LIVASY
Professional Surveyor Number: 31611

Ratio of Closure: 1/10,000
Basis of Bearing: Established by G.P.S.

<p>GRAND TRAVERSE SURVEYING 620 RAILROAD PLACE TRAVERSE CITY, MI. 49686 (616) 947-2555 Fax: 947-1771 e-mail: GTSurvey@aol.com</p> <p>Located at the T.C. Train Station.</p>	<p>For: WOODLAND DEVELOPMENT</p>	
	<p>Part of the SE 1/4 of Sec. 7, & Part of the SW 1/4 of Sec. 8, T37N, R2W, Inverness Twp., Cheboygan Co., Michigan.</p>	
<p>Date: June 03, 1998.</p>	<p>File No: 98-5008</p>	
<p>Drafted By: DWRomine-CD-3</p>	<p>Sheet: 4 of 8</p>	

Parcels of land situated in Inverness Township, Cheboygan County, Michigan, and more fully described as follows:

Parcel "1"

That part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, described as: Commencing at the West 1/4 Corner of said Section 8; thence South 89°03'44" East, along the East-West 1/4 line of said section, 664.43 feet to the Point of Beginning; thence continuing South 89°03'44" East, along said 1/4 line, 664.43 feet to the West 1/8 line of said section; thence South 00°10'43" East, along said 1/8 line, 655.30 feet; thence North 89°04'05" West, 665.07 feet; thence North 00°06'12" West, 655.35 feet to the Point of Beginning. Containing 10.00 Acres of land. Subject to and together with Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "2"

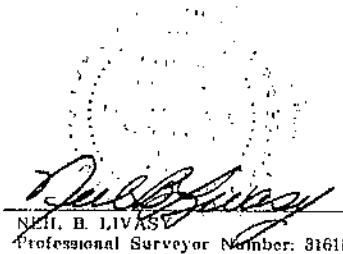
That part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, described as: Beginning at the West 1/4 Corner of said Section 8; thence South 89°03'44" East, along the East-West 1/4 line of said section, 664.43 feet; thence South 00°06'12" East, 655.35 feet; thence North 89°04'05" West, 665.51 feet to the West line of said section; thence North 00°01'41" West, along said section line, 655.40 feet to the Point of Beginning. Containing 10.00 Acres of land. Subject to and together with Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "3"

That part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, described as: Commencing at the West 1/4 Corner of said Section 8; thence South 00°01'41" East, along the West line of said section, 655.40 feet to the Point of Beginning; thence continuing South 00°01'41" East, along said section line, 655.40 feet to the South 1/8 line of said section; thence South 89°04'26" East, along said 1/8 line, 666.16 feet; thence North 00°06'12" West, 655.35 feet; thence North 89°04'05" West, 665.51 feet to the Point of Beginning. Containing 10.01 Acres of land. Subject Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

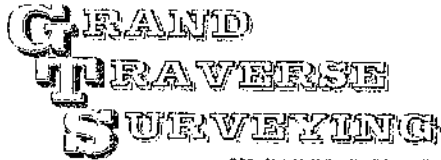
Parcel "4"

That part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, described as: Commencing at the West 1/4 Corner of said Section 8; thence South 00°01'41" East, along the West line of said section, 1310.80 feet to the South 1/8 line of said section; thence South 89°04'26" East, along said 1/8 line, 666.16 feet to the Point of Beginning; thence continuing South 89°04'26" East, along said 1/8 line, 666.16 feet to the West 1/8 line of said section; thence North 00°10'43" West, along said 1/8 line, 655.30 feet; thence North 89°04'05" West, 665.07 feet; thence South 00°06'12" East, 655.35 feet to the Point of Beginning. Containing 10.01 Acres of land. Subject to and together with Easement "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.



NEIL B. LIVASY
Professional Surveyor Number: 91611

REVISED: October 06, 1998. (Parcel 13.)
REVISED: August 19, 1998. (Parcels 9 thru 13.)

 <p>GRAND TRVERSE SURVEYING</p> <p>620 RAILROAD PLACE TRAVERSE CITY, MI 49686 (616) 947-2555 Fax: 947-4771 e-mail: GTSurvey@aol.com</p> <p>Located at the F.C. Train Station.</p>	For:	WOODLAND DEVELOPMENT
	Part of the SE 1/4 of Sec. 7, & Part of the SW 1/4 of Sec. 8, T37N, R2W, Inverness Twp., Cheboygan Co., Michigan.	
	Date: June 03, 1998.	File No: 98-5008
	Drafted By: DWRomine-CD-3	Sheet: 5 of 8

Parcel "5"

That part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, described as: Commencing at the West 1/4 Corner of said Section 8; thence South 00°01'41" East, along the West line of said section, 1310.80 feet to the South 1/8 line of said section; thence South 89°04'26" East, along said 1/8 line, 999.24 feet to the Point of Beginning; thence continuing South 89°04'26" East, along said 1/8 line, 333.08 feet to the West 1/8 line of said section; thence South 00°10'43" East, along said 1/8 line, 1310.60 feet to the South line of said section; thence North 89°05'08" West, along said section line, 333.94 feet; thence North 00°08'27" West, 1310.65 to the Point of Beginning. Containing 10.03 Acres of land. Subject to Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "6"

That part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, described as: Commencing at the West 1/4 Corner of said Section 8; thence South 00°01'41" East, along the West line of said section, 1310.80 feet to the South 1/8 line of said section; thence South 89°04'26" East, along said 1/8 line, 666.16 feet to the Point of Beginning; thence continuing South 89°04'26" East, along said 1/8 line, 333.08 feet; thence South 00°08'27" East, 1310.65 feet to the South line of said section; thence North 89°05'08" West, along said section line, 333.94 feet; thence North 00°06'12" West, 1310.70 to the Point of Beginning. Containing 10.03 Acres of land. Subject to Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "7"

That part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, described as: Commencing at the West 1/4 Corner of said Section 8; thence South 00°01'41" East, along the West line of said section, 1310.80 feet to the South 1/8 line of said section; thence South 89°04'26" East, along said 1/8 line, 333.08 feet to the Point of Beginning; thence continuing South 89°04'26" East, along said 1/8 line, 333.08 feet; thence South 00°06'12" East, 1310.70 feet to the South line of said section; thence North 89°05'08" West, along said section line, 333.94 feet; thence North 00°03'56" West, 1310.75 to the Point of Beginning. Containing 10.03 Acres of land. Subject to Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "8"

That part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, described as: Commencing at the West 1/4 Corner of said Section 8; thence South 00°01'41" East, along the West line of said section, 1310.80 feet to the Point of Beginning; thence South 89°04'26" East, along the South 1/8 line of said section, 333.08 feet; thence South 00°03'56" East, 1310.75 feet to the South line of said section; thence North 89°05'08" West, along said section line, 333.94 feet to the West line of said section; thence North 00°01'41" West, along said section line, 1310.81 to the Point of Beginning. Containing 10.03 Acres of land. Subject to Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Neil B. Livasy
NEIL B. LIVASY
Professional Surveyor Number: 31611

REVISED: October 06, 1998. (Parcel 13.)
REVISED: August 19, 1998. (Parcels 9 thru 13.)

	For	WOODLAND DEVELOPMENT
		Part of the SE 1/4 of Sec. 7, & Part of the SW 1/4 of Sec. 8, T37N. R2W, Inverness Twp., Cheboygan Co., Michigan.
	Date: June 03, 1998.	File No: 98-5008
	Drafted By: DWRomine-CD-3	Sheet: 6 of 8

Parcel "9"

That part of the Southeast 1/4 of Section 7, Township 37 North, Range 2 West, described as: Commencing at the East 1/4 Corner of said Section 7; thence South 00°01'41" East, along the East line of said section, 983.10 feet to the Point of Beginning; thence continuing South 00°01'41" East, along said section line, 327.70 to the South 1/8 line of said section; thence North 89°30'14" West, along said 1/8 line, 664.92 feet; thence North 00°01'41" West, 327.77 feet; thence South 89°29'52" East, 664.92 feet to the Point of Beginning. Containing 5.00 Acres of land. Subject to and together with Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "10"

That part of the Southeast 1/4 of Section 7, Township 37 North, Range 2 West, described as: Commencing at the East 1/4 Corner of said Section 7; thence South 00°01'41" East, along the East line of said section, 655.40 feet to the Point of Beginning; thence continuing South 00°01'41" East, along said section line, 327.70 feet; thence North 89°29'52" West, 664.92 feet; thence North 00°01'41" West, 327.77 feet; thence South 89°29'29" East, 664.92 feet to the Point of Beginning. Containing 5.00 Acres of land. Subject to and together with Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "11"

That part of the Southeast 1/4 of Section 7, Township 37 North, Range 2 West, described as: Commencing at the East 1/4 Corner of said Section 7; thence South 00°01'41" East, along the East line of said section, 327.70 feet to the Point of Beginning; thence continuing South 00°01'41" East, along said section line, 327.70 feet; thence North 89°29'29" West, 664.92 feet; thence North 00°01'41" West, 327.77 feet; thence South 89°29'07" East, 664.92 feet to the Point of Beginning. Containing 5.00 Acres of land. Subject to and together with Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "12"

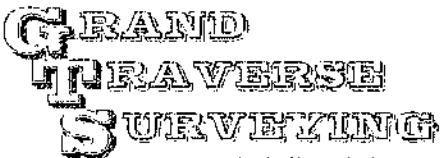
That part of the Southeast 1/4 of Section 7, Township 37 North, Range 2 West, described as: Beginning at the East 1/4 Corner of said Section 7; thence South 00°01'41" East, along the East line of said section, 327.70 feet; thence North 89°29'07" West, 664.92 feet; thence North 00°01'41" West, 327.77 feet to the East-West 1/4 line of said section; thence South 89°28'45" East, along said 1/4 line, 664.92 feet to the Point of Beginning; Containing 5.00 Acres of land. Subject to and together with Easements A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Parcel "13"

That part of the Southeast 1/4 of Section 7, Township 37 North, Range 2 West, described as: Commencing at the East 1/4 Corner of said Section 7; thence North 89°28'45" West, along the East-West 1/4 line of said section, 664.92 feet to the Point of Beginning; thence continuing North 89°28'45" West, along said 1/4 line, 324.10 feet; thence South 00°11'12" East, 1311.28 feet to the South 1/8 line of said section; thence South 89°30'14" East, 320.46 feet; thence North 00°01'41" West 1311.10 feet to the Point of Beginning. Containing 9.70 Acres of land. Subject to Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.

Neil B. Livasy
NEIL B. LIVASY
Professional Surveyor Number: 31611

REVISED: October 06, 1998. (Parcel 13.)
REVISED: August 19, 1998. (Parcels 9 thru 13.)

 <p>620 RAILROAD PLACE TRAVERSE CITY, MI 49686 (616) 947-2555 Fax: 947-4771 e-mail: GTSurvey@aol.com</p> <p>Located at the T.C. Train Station.</p>	For:
	WOODLAND DEVELOPMENT
	Part of the SE 1/4 of Sec. 7, & Part of the SW 1/4 of Sec. 8, T37N, R2W, Inverness Twp., Cheboygan Co., Michigan.
Date: June 03, 1998.	File No: 98-5008
Drafted By: DWRomine-CD-3	Sheet: 7 of 8

Parcel "14"

That part of the Southeast 1/4 of Section 7, Township 37 North, Range 2 West, described as: Commencing at the East 1/4 Corner of said Section 7; thence North 89°28'45" West, along the East-West 1/4 line of said section, 989.02 feet to the Point of Beginning; thence continuing North 89°28'45" West, along said 1/4 line, 332.70 feet to the East 1/8 line of said section; thence South 00°11'12" East, along said 1/8 line, 1311.42 feet to the South 1/8 line of said section; thence South 89°30'14" East, 332.70 feet; thence North 00°01'12" West, 1311.28 to the Point of Beginning. Containing 10.02 Acres of land. Subject to and together with Easements "A & B", more fully described below. Also subject to easements, right-of-ways, reservations and restrictions of record.


DESCRIPTION OF:
EASEMENTS "A & B" S^

Easement "A"

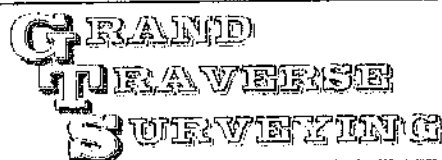
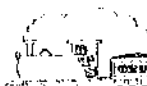
A 66.00 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities over and across part of the Southeast 1/4 of Section 7, Township 37 North, Range 2 West, and part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, which the centerline is described as: Commencing at the West 1/4 corner of said section 8; thence South 89°03'44" East, along the East-West 1/4 line of said section, 1328.86 feet to the West 1/8 line of said section; thence South 00°10'43" East, along said 1/8 line, 33.00 feet to the centerline of said easement and the Point of Beginning; thence North 89°03'44" West, along said centerline, 1328.95 feet to the Section line common to Sections 7 & 8; thence North 89°28'45" West, along said centerline, 791.47 feet; thence 214.16 feet, along said centerline, on the arc of a 300.00 foot radius curve to the left (Long Chord = South 70°04'12" West, 209.64 feet); thence South 49°37'08" West, along said centerline, 127.99 feet; thence 201.66 feet, along said centerline, on the arc of a 300.00 foot radius curve to the right (Long Chord = South 68°52'32" West, 197.88 feet); thence South 88°07'56" West, 50.23 feet to the Point of Ending.

Easement "B"

A 66.00 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities over and across part of the Southeast 1/4 of Section 7, Township 37 North, Range 2 West, and part of the Southwest 1/4 of Section 8, Township 37 North, Range 2 West, which the centerline is described as: Beginning at the West 1/4 corner of said section 8; thence South 00°01'41" East, along the West line of said section 8 and centerline of said easement, 1277.80 feet; thence South 89°04'26" East, along said centerline, 999.16 feet to the center of a 90 foot radius cul-de-sac, and the Point of Ending, said cul-de-sac being part of this easement.


Neal B. Livasy
NEAL B. LIVASY
Professional Surveyor Number: 31611

REVISED: October 06, 1998. (Parcel 13.)
REVISED: August 19, 1998. (Parcels 9 thru 13.)

 GRAND TRVERSE SURVEYING 620 RAILROAD PLACE TRAVERSE CITY, MI 49686 (616) 947-2555 Fax: 947-4771 e-mail: GTSurvey@aol.com  Located at the T.C. Train Station.	For:	WOODLAND DEVELOPMENT
	Part of the SE 1/4 of Sec. 7, & Part of the SW 1/4 of Sec. 8, T37N, R2W, Inverness Twp., Cheboygan Co., Michigan.	
	Date: June 03, 1998.	File No: 98-5008
	Drafted By: DWRomine-CD-3	
		Sheet: 8 of 8