

**AGREEMENT**  
**between**  
**~~LYON~~ CHARTER TOWNSHIP OF LYON**  
**and**  
**THE VILLAS AT CRYSTAL CREEK CONDOMINIUM ASSOCIATION**  
**and**  
**CRYSTAL CREEK VILLAS II ASSOCIATION**

This Agreement (“Agreement”) is hereby made and entered into on \_\_\_\_\_ (“Effective Date”) by and among ~~Lyon~~ Charter Township of Lyon, whose address is 58000 Grand River Ave., New Hudson, MI 48165 (the “Township”), The Villas at Crystal Creek Condominium Association, a Michigan non-profit corporation, whose address is 10327 Grand River Ave., Suite 403, Brighton, MI 48116 (the “Villas I”) and Crystal Creek Villas II Association, a Michigan non-profit corporation, whose address is 26501 Elk Run E., New Hudson, MI 48165 (the “Villas II”).

WHEREAS, the Villas I is an association of co-owners formed pursuant to the Master Deed of the Villas at Crystal Creek formed under Act No. 59 of the Public Acts of 1978, as amended and known as Oakland County Subdivision Plan No. 1803;

WHEREAS, The Villas at Crystal Creek Condominium is located in Lyon Charter Township, Oakland County, Michigan;

WHEREAS, the Villas Crystal Creek II Association is a homeowners association formed pursuant to the Master Deed of the Villas at Crystal Creek II formed under Act No. 59 of the Public Acts of 1978, as amended and known as Oakland County Subdivision Plan No. 1998;

WHEREAS, The Villas at Crystal Creek II Condominium is located in Lyon Charter Township, Oakland County, Michigan;

WHEREAS, the Township has requested a sanitary sewer easement for the extension of the existing sanitary sewer main located within the property of Villas I and Villas II for the purpose of providing sanitary sewer service to the planned 11 Mile Park and Library project (the “Project”);

WHEREAS, Villas I has agreed to give the Township a sanitary sewer easement for the construction, installation, operation, maintenance, replacement and removal of sewer lines and related appurtenances pursuant to a Grant of Permanent Sewer Easement Agreement between the Township and Villas I;

WHEREAS, Villas II has agreed to give the Township a sanitary sewer easement for the construction, installation, operation, maintenance, replacement and removal of sewer lines and related appurtenances pursuant to a Grant of Permanent Sewer Easement Agreement between the Township and Villas II;

WHEREAS, Villas I and Villas II are each contemporaneously with the execution of this Agreement entering into a Grant of Permanent Sewer Easement Agreement with the Township.

WHEREAS, the parties wish to enter into an agreement to set forth additional terms not addressed in the Easement Agreements.

NOW WHEREFORE, for good and valuable consideration, the parties agree as follows:

1. Repair of Property Damage: The Township shall ensure that the contracts and subcontracts with contractors require the contractors and subcontractors to repair and/or replace, as reasonably necessary, any damage to the Villas I, the Villas II property and the condominium unit owners' property caused during construction.
2. Emergency Vehicle Access. The Township shall provide notice to all local emergency services (police, fire and EMS) of the construction project details and shall further require that the contractors and subcontractors that work on the project do not unreasonably hinder emergency vehicle access to the residents of Villas I or Villas II during construction.
3. Access for Villas I, Unit 33. The Township acknowledges that the owner(s) of Unit 33 have physical limitations which make access to their home critical and that the construction activities for the project include removal and replacement of a portion of the driveway to Unit 33. The parties acknowledge that during the construction of the Project, when the driveway to Unit 33 is being removed, the owners of Unit 33 will not have access to the driveway. Likewise, when the driveway is reconstructed and during the period that the new concrete is curing (typically 7 days), the owners of Unit 33 will not have access to their driveway. Subject to the foregoing, the Township shall require its contractor(s) and subcontractors to coordinate construction activities so as to not limit the access to Unit 33 any more than is reasonably necessary under the circumstances during the construction of the Project. This should include coordinating the removal and replacement of the driveway to Unit 33 **with the owners of Unit 33**.
4. Access for Homeowners during Construction. The Township shall require in its contracts with the general contractor and in all subcontracts that access for the homeowners within the Villas I and Villas II condominiums to their homes shall not be restricted any more than reasonably necessary for the construction of the Project. Villas I and II are aware that Milford Road will be closed for a portion of the Project and will be able to access their units through Spaulding Road during the closure and the duration of the project.
5. Insurance. The Township shall require its contractor(s) and subcontractors for the Project to name the Villas I and Villas II as additional insureds on the contractors' and subcontractors' insurance policies during the period of construction of the Project. Such policies shall provide that the insurance coverage may not be cancelled or modified without providing the Villas I and Villas II with at least thirty (30) days prior written notice.
6. Condominium Road Restoration. In determining which portions of the Condominium roads have been damaged or destroyed by the Township's contractor(s) and subcontractors, the

Township shall, prior to commencement of construction, videotape the Condominium roadways (Elk Run and Wilton Court). The videotape will be reviewed by the Township, and may be reviewed by the Villas I and Villas II boards and the Villas I and Villas II's engineer, Boss Engineering, upon completion of construction to provide input and assist in the determination of the portion(s) of the Condominium roads have been damaged and are to be repaired by the Township (or its contractor(s) and/or subcontractor(s)). During construction the Township shall instruct its contractor(s) and subcontractors to only drive on those portions of the Condominium roads that are reasonably necessary to perform the construction activities.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
8. Severability. Should any provision of this Agreement be found by a court of competent jurisdiction to be invalid or unenforceable for any reason, said term(s) shall be deemed severed from this Agreement and the remaining provisions shall remain in full force and effect.
9. Fees. The Township agrees to reimburse the Villas I and Villas II their combined reasonable attorney fees incurred in relation to the Township's request for the Sanitary Sewer Extension, not to exceed Twelve Thousand Dollars (\$12,000.00) without prior approval, and its reasonable engineering review fees for plan reviews and limited construction services related to site damage, if any, and an estimate for repairs, not to exceed four thousand dollars (\$4,000.00) without prior approval.

*(Signatures appear on the following pages)*

Dated: \_\_\_\_\_

The Villas at Crystal Creek Condominium Association

By: \_\_\_\_\_

\_\_\_\_\_  
(name printed)

Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Villas at Crystal Creek Condominium Association, a Michigan non-profit corporation on behalf of said corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Dated: \_\_\_\_\_

Crystal Creek Villas II Association

By: \_\_\_\_\_

\_\_\_\_\_  
(name printed)

Its: \_\_\_\_\_

STATE OF MICHIGAN                    )  
  ) SS  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Crystal Creek Villas II Association, a Michigan non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Dated: \_\_\_\_\_

Charter Township of Lyon

By: \_\_\_\_\_

\_\_\_\_\_  
(name printed)

Its: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(name printed)

Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, the Supervisor of and \_\_\_\_\_ the Clerk of the Charter Township of Lyon, on behalf of said Township.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Livingston County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Livingston County, Michigan

Drafted by:

Frank J. Mancuso, Jr. (P49470)  
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(810) 225-3300