

LIBER 19070PC567

EXHIBIT B  
TO WARRANTY DEED DATED DECEMBER 10, 1996  
TO THE OAKLAND LAND CONSERVANCY  
FROM JENSAM PROPERTIES

The foregoing conveyance is subject to the following restrictions:

1. The lands herein described are hereby perpetually dedicated to conservation purposes, and shall be retained in their natural state in accordance with rules and regulations now or hereafter promulgated by the Grantee, its successors and permitted assigns.
2. The lands herein described shall not be open to the public, except as required by law. Access to the lands shall be restricted to the Grantee, its successors and permitted assigns, and their invitees, and shall be limited to the purposes of (a) conducting studies of its natural features, (b) conservation of the natural features of the lands, and (c) limited passive recreation.
3. Use of the lands herein described shall be limited to daylight hours only. There shall be no wheeled vehicles permitted, nor shall camping or campfires be allowed. No structures may be erected or placed on any part of these lands, other than appropriate signs informing the public of the name of the Grantee and the restrictions on use of the lands.
4. Grantee may assign its rights and obligations under the Warranty Deed only to another organization that is authorized to acquire and hold conservation easements and is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes of the restrictions set forth in this Rider shall be carried out by such assignee.
5. If Grantee, or any permitted assignee of Grantee, shall cease to exist, or cease to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended, or cease to be authorized to acquire and hold lands subject to conservation restrictions, and an assignment pursuant to paragraph 4 hereof has not theretofore been made, then Grantee's rights and obligations under this Warranty Deed shall become immediately vested in The Nature Conservancy, Michigan Chapter. If The Nature Conservancy, Michigan Chapter, is no longer in existence at the time the rights and obligations under this Warranty Deed would otherwise vest in it, or if The Nature Conservancy, Michigan Chapter, is not then qualified or authorized to hold such property, or if The Nature Conservancy, Michigan Chapter, shall refuse such rights and obligations, then the rights and obligations under this Warranty Deed shall vest in the City of Rochester Hills, Oakland County, Michigan, or such other organization as a court of competent jurisdiction shall direct pursuant to applicable law and with due regard for the restrictions set forth herein.