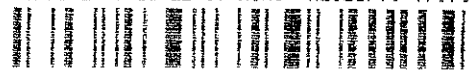
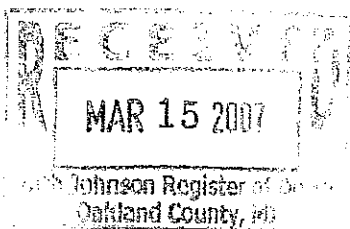


105979

LIBER 39089 PAGE 55
\$43.00 REC RECORDING
\$4.00 REMUNERATION
05/03/2007 11:22:09 A.M. RECEIPT# 47090



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS



AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created Feb. 5th 2007, by and between

Rochester College (name) married/single (circle one), or corporation, partnership, municipality, or limited liability company (circle one), whose address

is 800 W. Avon Road, Rochester Hills, MI 48307 (Grantor) and the Michigan Department of Environmental Quality (MDEQ), whose address is, Constitution Hall, 1st Floor South, P.O. Box 30458, Lansing, Michigan 48909-7958; or 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in (circle one) the Township/City of Rochester Hills, Oakland County, and State of Michigan, legally described in Exhibit A.

MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee/Grantor has applied for a Permit (MDEQ File Number 05-63-0227-P) pursuant to Part 303 to authorize activities that will impact regulated wetland. The MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

Permittee/Grantor has agreed to grant the MDEQ a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately 8.79 acres. The MDEQ shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises consistent with the Permit and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.
2. Except as authorized under MDEQ Permit Number 05-63-0227-P issued on 01/21/2005 or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from altering or developing the Easement Premises in any way. This includes, but is not limited to:

- a) Alteration of the topography;
 - b) Creation of paths, trails, or roads;
 - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
 - d) Dredging, removal, or excavation of any soil or minerals;
 - e) Drainage of surface or groundwater;
 - f) Construction or placement of any structure;
 - g) Plowing, tilling, or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching
 - j) Construction of unauthorized utility or petroleum lines;
 - k) Storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Easement Premises;
 - l) Use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - m) Placement of billboards or signage, except as otherwise allowed in the Permit or this Agreement;
 - n) Use of the wetland for the dumping of untreated stormwater at a volume that adversely impacts the hydrology of the wetland.
3. Cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; or to control invasive non-native plant species that endanger the health of native species.
 4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; or natural disasters such as unintentional fires, floods, storms, or natural earth movement.
 5. Grantor may perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor shall provide 5 days notice of undertaking any mitigation activity even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project, or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
 6. Grantor warrants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
 7. Grantor warrants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the MDEQ.
 8. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of, or deposited in or on the property.
 9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
 10. Grantor shall continue to have all rights and responsibilities as owner of the property subject to this Agreement. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Premises, to the extent it may be required by law.
 11. Grantee and its authorized employees and agents may enter the Easement Premises upon reasonable notice to Grantor to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for the purpose of taking corrective actions for failure to comply. If Grantee is entering the easement premises for purposes of

- taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.
12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
 13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
 14. This Agreement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
 15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
 16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.
 17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
 18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
 19. This Agreement will be construed in accordance with Michigan law.
 20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supercede all prior discussions or understandings.
 21. Within 90 days after this Agreement is executed, Grantor shall place and maintain at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises.

LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks such as nearby roads to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that MDEQ staff will use for ingress and egress to and from the Easement Premises; or if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes MDEQ staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory warrants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR:

Signature: Alan B. Waites

Alan B. Waites
Type/Print Grantor's Name

Executive Vice President & Chief Financial Officer
Title (if signing on behalf of an organization)

Rochester College
Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }
 } ss
COUNTY OF OAKLAND }

IF SIGNING ON BEHALF OF AN ORGANIZATION, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this 5 day of February, 2007

by Alan B. Waites, (name[s]) the Executive Vice President and Chief Financial Officer, (title)

of Rochester College (Organization name) a Michigan (state) corporation, partnership, municipality, or limited liability company (circle one), on behalf of the organization.

Cathrine L Rles
(Signature of Notary Public)

CATHRINE L RLES
(Typed or Printed name of Notary Public)

Acting in: Oakland County, Michigan

My Commission Expires: 8-1-08

Cathrine L. Rles
Notary Public
Oakland County, Michigan
My Commission Expires 8/1/08

(OR) IF SIGNING AS AN INDIVIDUAL OR MARRIED PERSON, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__

by _____, (name[s]) _____ (marital status).

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

Acting in: _____ County, Michigan

My Commission Expires: _____

EXHIBIT A (PAGE 1 OF 2)

DESCRIPTION OF ROCHESTER COLLEGE PARCEL #15-15-451-008 ✓

LAND IN PART OF THE WEST HALF OF THE SOUTHEAST 1/4 AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SUBSEQUENT TO A BOUNDARY SURVEY BY RAYMOND J. DONNELLY & ASSOCIATES (PROJECT 2005-035) IN MAY 2005:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 15 AND PROCEEDING THENCE ALONG THE SOUTH LINE OF SECTION 15 AND CENTERLINE OF AVON ROAD, DUE EAST 756.99 FEET; THENCE DUE NORTH 60.00 FEET TO THE POINT OF BEGINNING OF THIS ROCHESTER COLLEGE (REMAINDER) PARCEL; THENCE ALONG THE PROPOSED NORTHERLY R.O.W. LINE OF AVON ROAD (60 FEET NORTH OF THE CENTERLINE OF AVON ROAD), DUE WEST 756.89 FEET, AND NORTH 89° 48' 25" WEST 1309.71 FEET, AND NORTH 88° 25' 10" WEST 390.91 FEET TO THE INTERSECTION OF THE PROPOSED NORTHERLY R.O.W. LINE OF AVON ROAD WITH THE SOUTHEASTERLY LINE OF THE CLINTON RIVER "TRAIL" (FORMERLY KNOWN AS THE GRAND TRUNK WESTERN RAILROAD); THENCE ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 42° 34' 44" EAST 252.80 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTHEASTERLY 797.46 FEET ON THE ARC OF A 5524.16 FT. CURVE TO THE RIGHT (CONCAVE TO THE SOUTHEAST), WITH A CENTRAL ANGLE OF 08° 16' 16" AND CHORD BEARING AND DISTANCE OF NORTH 46° 42' 52" EAST 796.77 FEET TO THE END OF SAID CURVE; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 50° 51' 00" EAST 1021.20 FEET TO THE SOUTHWESTERLY CORNER OF A TRIANGULAR SHAPPED PARCEL OF LAND OWNED BY LOCHIRCO, et al (TAX ID # 15-15-328-001); THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID "TRAIL", AND FOLLOWING ALONG THE SOUTH LINE OF SAID LOCHIRCO PARCEL, NORTH 89° 39' 41" EAST 244.89 FEET TO THE EAST 1/8 CORNER OF THE SW 1/4 OF SECTION 15; THENCE ALONG THE SOUTH LINE OF THE NW 1/4 OF SE 1/4, NORTH 89° 47' EAST 27 FEET, MORE OR LESS, TO A POINT IN THE CENTER OF THE CLINTON RIVER; THENCE FOLLOWING ALONG WITH THE CENTER OF THE CLINTON RIVER IN MEANDERING DIRECTIONS, BUT GENERALLY NORTHEASTERLY, A DISTANCE OF 1740 FEET, MORE OR LESS, DOWNSTREAM; THENCE LEAVING THE CENTER OF THE CLINTON RIVER, SOUTH 59° 44' EAST 25 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LAND OWNED BY ROSE AND WOJAS (TAX ID # 15-15-405-004); THENCE FOLLOWING ALONG WITH THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID ROSE AND WOJAS

EXHIBIT A (PAGE 2 OF 2)

PARCEL, SOUTH 22° 07' 04" EAST 226.22 FEET AND SOUTH 71° 51' 04" EAST 610.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF THE BZENKO PARCEL (TAX ID # 15-15-429-032), SOUTH 02° 16' 58" WEST 118.03; THENCE ALONG THE WESTERLY LINE, IN PART, OF THE LIFE TIME FITNESS PARCEL, (TAX ID # 15-15-476-039), SOUTH 01° 52' 23" WEST 623.74 FEET TO THE NORTHEAST CORNER OF THE ROCHESTER CHURCH OF CHRIST PARCEL (TAX ID # 15-15-451-007); THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID CHURCH PARCEL, DUE WEST 393.37 FEET AND SOUTH 01° 40' 04" WEST 287.19 FEET, AND DUE WEST 2.50 FEET, AND SOUTH 01° 40' 04" WEST 539.97 FEET TO A POINT ON THE PROPOSED NORTHERLY R.O.W. LINE OF AVON ROAD; THENCE ALONG THE PROPOSED NORTHERLY R.O.W. LINE OF AVON ROAD, DUE WEST 39.35 FEET; THENCE ALONG THE EASTERLY, NORTHERLY, AND WESTERLY BOUNDARY OF THE MODIFIED HISTORIC DISTRICT PARCEL, NORTH 01° 40' 04" EAST 213.09 FEET, AND DUE WEST 212.24 FEET, AND DUE SOUTH 213.00 FEET BACK TO THE POINT OF BEGINNING.

THIS DESCRIBED PARCEL CONTAINS 76.23 ACRES OF LAND AS SURVEYED, BEING SUBJECT TO THE RIPARIAN RIGHTS OF OTHERS IN THE CLINTON RIVER, AND ALSO SUBJECT TO AND TOGETHER WITH ANY EASEMENTS, RESTRICTIONS, OR RESERVATIONS AFFECTING THIS PARCEL.

2006-006 ROCHESTER COLLEGE PARCEL
12/21/06 RJD

EXHIBIT B (PAGE 1 OF 3)

DESCRIPTION OF CONSERVATION EASEMENT OVER ROCHESTER COLLEGE PARCEL #15-15-451-008 IN FAVOR OF THE MDEQ PURSUANT TO THE SPECIAL CONDITIONS OF PERMIT NO.05-63-0227-P

ALL THAT "LAND" IN PART OF THE WEST HALF OF THE SOUTHEAST 1/4 AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, LYING NORTH OF A "LINE" ALONG THE NORTHERLY PORTION OF THE ROCHESTER COLLEGE PARCEL #15-15-451-008 (DESCRIBED IN ATTACHED EXHIBIT "A"), SAID "LINE" MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE CLINTON RIVER "TRAIL", SAID POINT BEING NORTH 89° 48' 25" WEST 1310.54 FEET ALONG THE SOUTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 15 AND CENTERLINE OF AVON ROAD TO THE SOUTH 1/8 CORNER OF THE SW 1/4, AND NORTH 88° 25' 10" WEST 443.79 FEET ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 15 AND CENTERLINE OF AVON ROAD TO THE INTERSECTION OF SAID SOUTH LINE WITH THE SOUTHEASTERLY LINE OF THE CLINTON RIVER "TRAIL" (FORMERLY KNOWN AS THE GRAND TRUNK WESTERN RAILROAD), AND NORTH 42° 34' 44" EAST 332.30 FEET ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL" TO A POINT OF CURVATURE, AND NORTHEASTERLY 797.46 FEET ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL" ON THE ARC OF A 5524.16 FT. CURVE TO THE RIGHT (CONCAVE TO THE SOUTHEAST), WITH A CENTRAL ANGLE OF 08° 16' 16" AND CHORD BEARING AND DISTANCE OF NORTH 46° 42' 52" EAST 796.77 FEET TO THE END OF SAID CURVE, AND NORTH 50° 51' 00" EAST 134.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL" FROM THE SOUTH 1/4 CORNER OF SAID SECTION 15;

THENCE PROCEEDING ALONG THE FOLLOWING COURSES DEFINING SAID "LINE":

L1	SOUTH 28° 44' 54" EAST	31 FEET
L2	SOUTH 50° 47' 04" EAST	45 FEET
L3	SOUTH 68° 26' 18" EAST	39 FEET
L4	SOUTH 82° 52' 42" EAST	72 FEET
L5	NORTH 89° 03' 41" EAST	77 FEET
L6	NORTH 75° 52' 26" EAST	49 FEET
L7	NORTH 52° 16' 40" EAST	28 FEET
L8	NORTH 47° 23' 27" EAST	79 FEET
L9	NORTH 50° 55' 25" EAST	43 FEET
L10	NORTH 60° 11' 42" EAST	105 FEET

EXHIBIT B (PAGE 2 OF 3)

L11	NORTH	31°	43'	40"	EAST	48	FEET
L12	NORTH	36°	21'	10"	EAST	46	FEET
L13	NORTH	21°	07'	23"	EAST	46	FEET
L14	NORTH	31°	35'	25"	EAST	79	FEET
L15	NORTH	60°	41'	29"	EAST	35	FEET
L16	NORTH	71°	39'	50"	EAST	85	FEET
L17	NORTH	85°	00'	58"	EAST	63	FEET
L18	SOUTH	78°	48'	16"	EAST	44	FEET
L19	NORTH	85°	36'	12"	EAST	33	FEET
L20	NORTH	64°	00'	28"	EAST	39	FEET
L21	NORTH	86°	11'	16"	EAST	19	FEET
L22	SOUTH	59°	02'	55"	EAST	15	FEET
L23	SOUTH	32°	01'	05"	EAST	24	FEET
L24	SOUTH	03°	43'	02"	EAST	33	FEET
L25	SOUTH	28°	01'	15"	EAST	23	FEET
L26	NORTH	80°	34'	23"	EAST	12	FEET
L27	NORTH	03°	42'	54"	WEST	40	FEET
L28	NORTH	08°	49'	58"	EAST	42	FEET
L29	NORTH	16°	47'	45"	EAST	31	FEET
L30	NORTH	33°	04'	06"	EAST	30	FEET
L31	NORTH	50°	12'	58"	EAST	32	FEET
L32	NORTH	69°	02'	56"	EAST	73	FEET
L33	NORTH	85°	20'	24"	EAST	36	FEET
L34	SOUTH	79°	24'	47"	EAST	46	FEET
L35	SOUTH	63°	43'	22"	EAST	37	FEET
L36	NORTH	89°	17'	04"	EAST	56	FEET
L37	NORTH	56°	50'	54"	EAST	35	FEET
L38	NORTH	39°	49'	38"	EAST	15	FEET
L39	NORTH	16°	25'	32"	EAST	22	FEET
L40	NORTH	60°	37'	31"	EAST	22	FEET
L41	NORTH	84°	51'	28"	EAST	46	FEET
L42	NORTH	33°	24'	21"	EAST	30	FEET
L43	NORTH	58°	49'	30"	EAST	187	FEET
L44	NORTH	57°	00'	48"	EAST	51	FEET
L45	NORTH	50°	29'	08"	EAST	81	FEET
L46	NORTH	78°	48'	58"	EAST	34	FEET
L47	NORTH	44°	40'	50"	EAST	40	FEET
L48	NORTH	33°	27'	28"	EAST	63	FEET
L49	NORTH	47°	16'	24"	EAST	22	FEET
L50	NORTH	36°	47'	11"	WEST	22	FEET
L51	NORTH	15°	19'	45"	EAST	24	FEET
L52	SOUTH	86°	13'	05"	EAST	26	FEET
L53	SOUTH	46°	35'	41"	EAST	18	FEET

EXHIBIT B (PAGE 3 OF 3)

L54	SOUTH	10°	58'	39"	EAST	32	FEET
L55	SOUTH	61°	58'	01"	EAST	70	FEET
L56	SOUTH	88°	57'	32"	EAST	31	FEET
L57	SOUTH	70°	52'	30"	EAST	33	FEET
L58	NORTH	10°	18'	35"	WEST	35	FEET
L59	NORTH	37°	53'	19"	EAST	19	FEET
L60	NORTH	76°	49'	11"	EAST	27	FEET
L61	NORTH	89°	06'	19"	EAST	70	FEET
L62	SOUTH	67°	50'	36"	EAST	16	FEET
L63	NORTH	47°	41'	52"	EAST	39	FEET TO THE POINT OF

ENDING OF SAID "LINE" ON THE NORTHEASTERLY BOUNDARY OF THE ROCHESTER COLLEGE PARCEL, EXCEPTING THEREFROM ANY PORTION OF THE CLINTON RIVER WITHIN SAID "LAND" LYING NORTH OF THE DESCRIBED "LINE". THE CONSERVATION EASEMENT AS DESCRIBED CONTAINS 8.79 ACRES, MORE OR LESS, BEING SUBJECT TO THE RIPARIAN RIGHTS OF OTHERS IN THE CLINTON RIVER, AND ALSO SUBJECT TO AND TOGETHER WITH ANY EASEMENTS, RESTRICTIONS, OR RESERVATIONS AFFECTING THIS PARCEL.

2006-006 CONS.EASE.doc

12/21/06 RJD

REV. 1/25/07 RJD

EXHIBIT D

DESCRIPTION OF MEANS OF ACCESS TO CONSERVATION EASEMENT
DEDICATED TO MDEQ PURSUANT TO PERMIT NO.05-63-0227-P BY
ROCHESTER COLLEGE

THE MEANS OF ACCESS TO THE CONSERVATION EASEMENT WILL BE
THROUGH A PUBLIC ACCESS WAY NOW KNOWN AS THE "CLINTON RIVER
TRAIL" ON THE NORTH SIDE OF AVON ROAD IN PART OF THE WEST
HALF OF THE SOUTHEAST 1/4 AND PART OF THE SOUTH 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST,
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.

2006-006 ACCESS EASE - EXHIBIT D
12/21/06 RJD