

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 17th day of September, 2003, by and between Singh Cider Mill Village L.L.C., a Michigan limited liability company, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (hereinafter the "Grantor"), and the City of Rochester Hills, and its successors or assigns, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, (hereinafter the "Grantee").

### RECITATIONS:

A. Grantor owns a certain parcel of vacant land situated in Section 13 of the City of Rochester Hills, Oakland County, Michigan, described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Grantor has received site plan approval for construction of a multifamily development on the Property, subject to provision of an appropriate easement to protect the woodland and wetland areas located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas situated on the Property are more particularly described on Exhibit "B", attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, the Grantor and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. Seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the functions and values of the existing woodlands and wetlands, as shown on the attached and incorporated Exhibit "B". The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for existing and proposed utility easements and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the Wetlands or Woodlands or vegetation therein, including altering the topography of;

placing fill material in; dredging, removing or excavating the soil, minerals, trees, or from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any Use or Development in the Easement Area.

3. No grass or other vegetation shall be planted in the Wetlands with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of the Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the wetland areas and/or protected woodlands in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).


8. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

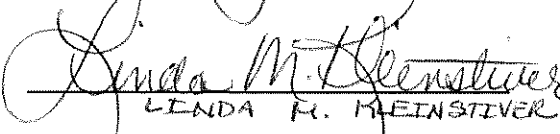
9. This Conservation Easement shall be binding on the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Conservation Easement as at the day and year first above set forth.

\*If applicable to the particular development. If not, remove.

WITNESS:

  
\_\_\_\_\_  
LAWRENCE A. KILGORE

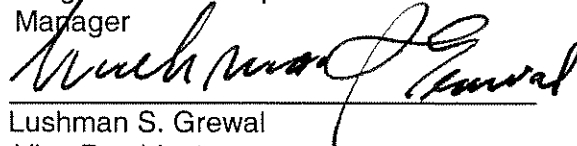
  
\_\_\_\_\_  
LINDA M. KLEINSTIVER

GRANTOR:  
SINGH CIDER MILL VILLAGE L.L.C.

A Michigan limited liability company

By: Singh General Corp.


Its: Manager

By:   
\_\_\_\_\_  
Lushman S. Grewal

Its: Vice President

STATE OF MICHIGAN)  
COUNTY OF OAKLAND) ss

The foregoing instrument was acknowledged before me this 17th day of September, 2003, by Lushman S. Grewal, Vice President of Singh General Corp., Manager of Singh Cider Mill Village L.L.C., a Michigan limited liability company.

  
\_\_\_\_\_  
~~Jane E. Blotnick~~, Notary Public  
Oakland County, Michigan  
My Commission Expires: ~~06/06/05~~

o n p r  
John Sturm  
6-29-04

LINDA M. KLEINSTIVER  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Dec 16, 2007

WITNESS

GRANTEE: CITY OF ROCHESTER HILLS  
A Municipal corporation

\_\_\_\_\_  
\_\_\_\_\_

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

STATE OF MICHIGAN) ss  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of  
September, 2003, by \_\_\_\_\_, on behalf of the  
City of Rochester Hills, and Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and after recording,  
Return to:

David Zaitchik  
Singh Development Co., Ltd.  
7125 Orchard Lake Road, Suite 200  
West Bloomfield, MI 48322



# Exhibit A *✓*

## CONSERVATION AREA EASEMENT

### LEGAL DESCRIPTION

Part of the W. 1/2 of the S.E. 1/4 of Section 13, T.3N., R.11E., City of Rochester Hills, Oakland County, Michigan, being more particularly described as: Commencing at the S. 1/4 corner of said Section 13; thence along the North-South 1/4 line of said Section 13, N. 02° 45' 39" W., 388.87 feet to a point on the Northerly right-of-way line of Avon Road (120 feet wide); thence continuing along said North-South 1/4 line of Section 13, N. 02° 45' 39" W., 1759.22 feet to the point of beginning; thence continuing along said North-South 1/4 line of said Section 13, N. 02° 45' 39" W., 750.00 feet to the center of said Section 13; thence along the East-West 1/4 line of said Section 13, N. 89° 29' 01" E., 1318.21 feet; thence S. 02° 49' 43" E., 366.79 feet; thence N. 74° 45' 12" W., 111.15 feet; thence S. 67° 02' 23" W., 84.56 feet; thence S. 32° 37' 31" W., 121.04 feet; thence S. 50° 25' 20" W., 99.45 feet; thence S. 69° 26' 17" W., 112.67 feet; thence S. 84° 28' 08" W., 86.45 feet; thence N. 68° 18' 10" W., 210.71 feet; thence S. 54° 04' 02" W., 195.41 feet; thence S. 32° 40' 42" W., 145.62 feet; thence S. 86° 59' 18" W., 349.42 feet to the point of beginning.

APPROVED *DESC*  
*M. Tano*  
ROCHESTER HILLS  
ENGINEERING DEPT.  
06-21-04

**DF**  
**NOWAK & FRAUS**  
Civil Engineers Land Surveyors

PREPARED FOR:

SINGH DEVELOPMENT  
7125 Orchard Lake Rd. #200  
West Bloomfield, Mi, 48325

Contact:  
Mr. Mike Kahm  
Phone No. (248)865-1600

1310 N. Stephenson Highway  
Royal Oak, Michigan 48067-1508  
Tel. (248) 399-0886  
Fax. (248) 399-0805

SCALE: N.T.S.      DATE: 02-12-01      DRAWN: A.G.      JOB No. 8-B160      SHEET 2 of 2