

ATTORNEYS AND COUNSELORS
KALAS KADIAN, P.L.C.
43928 MOUND ROAD, SUITE 100
STERLING HEIGHTS, MICHIGAN 48314

ATT. 1

TELEPHONE: (586) 726-0760
FACSIMILE: (586) 726-0766

June 24, 2008

Via Hand-Delivery

Rochester Hills City Council
Council President Greg Hooper
1000 Rochester Hills Drive
Rochester Hills, MI 48309-3033

**Re: Tree Preservation Easement-Meeting Request
1731 Piccadilly Court**

Dear Mr. Hooper:

The undersigned as the attorney for and on behalf of Anthony and Germaine Bielkie, requests a meeting with the City Council at the earliest available date to present my clients' request for authorization for removal of trees and replacement, pursuant to the terms of the enclosed Tree Preservation Easement and the enclosed proposed restoration plan. You will note that the enclosed Restoration Plan includes restoration work within the conservation easement area, which is unrelated to this request and has been commenced in accordance with the enclosed correspondence from Ed Anzek. This request for a meeting is made in accordance with discussions with the City Attorney, John Staran, the City Planning Director, Ed Anzek, City staff and consultants.

Please notify the undersigned of available meeting dates.

Very truly yours,

KALAS KADIAN, P.L.C.

Mark H. Kadian

MHK:vb
Enclosures
cc w/o encl: John D. Staran, Esq. (via e-mail)
Client (via e-mail)

City of
ROCHESTER HILLS

1000 Rochester Hills Drive, Rochester Hills, Michigan 48309-3033

Bryan K. Barnett, Mayor

City Council Members: Erik Ambrozaitis J. Martin Brennan Greg Hooper Vern A. Pixley James Rosen Michael Webber Ravi Yalamanchi

DEPARTMENT OF
PLANNING AND
DEVELOPMENT

Ed Anzek, AICP
Director

Derek Delacourt
Deputy Director

Carla Dinkins, RLA
Landscape Architect

Daniel B. Casey
Manager, Economic
Development

Telephone
248.656.4660
FAX
248.841.2576

Development Services
Sandi DiSipio
248.841.2571

Planning Commission
Zoning Board of
Appeals
Historic Districts
Commission
248.656.4660

Local Development
Finance Authority
248.841.2571

Brownfield
Redevelopment
Authority
248.656.4660

Economic Development
Landscape Review
Residential
Development
Site Plan Review
Tree Conservation
Variances
Wetland Review
Zoning

City Hall
General Information
248.656.4600

Bryan K. Barnett
Mayor
248.656.4664

May 6, 2008

Mr. John Staran
City Attorney
Hafeli, Staran, Hallahan, Christ & Dudek, P.C.
4190 Telegraph Road, Suite 3000
Bloomfield Hills, MI 48302

ATT. 2

Re: Status of Bielkie Restoration Plan, 1731 Piccadilly Ct.

Dear John:

This letter is provided as a status update for the proposed restoration and remediation plan that has been prepared by Mr. And Mrs. Bielkie's consultant. The plan was requested by the City to mitigate damages to the Tree Preservation Easement, the Conservation Easement, and the wetland impacts that occurred in the spring of 2007 at the Bielkie residence on Piccadilly Court.

As the matter stands, the Bielkie proposal to remove all deposited soils and woodchips from the wetland and to reestablish with plantings of appropriate native wetland species is acceptable.

The plan also proposes to regrade the Conservation Easement to its original condition, as reasonable, prior to the time before the area was cleared, filled and regraded. The plan also calls for planting as many trees as reasonable and to stabilize the newly graded area with ground cover and other plantings suitable for a conservation easement. The plantings and ground cover proposed by King and McGregor is acceptable. The tree placement and number of trees would best be determined in the field by the City's Landscape Architect and Environmental Consultant in cooperation with the Bielkie's consultant. Slope and soils will have to be taken into consideration once the area is regarded to its near original shape.

The plan submitted to the City depicted a boulder wall that meandered into the Conservation Easement. This boulder wall will need to be reconstructed to ensure that there is no encroachment into the Conservation Easement. As records indicate, this Conservation Easement was granted to the City and the Homeowner's Association. However, as of this writing the control of the development rests with the developer and has not been transferred to the Homeowner's Association.

Mr. John Staran
City Attorney
May 6, 2008
Page 2

The Plan as submitted shows a proposed in-ground swimming pool to be located in the Tree Preservation Easement. Neither the Mayor nor any staff member can authorize the removal or replacement of trees for this purpose within the Tree Preservation Easement granted to the City. Only the City Council can approve the tree removal that has occurred or modify the original Tree Preservation Easement.

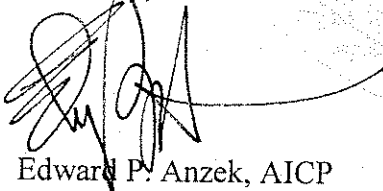
The plan proposed two areas along the eastern and western sides of the home as substitute Tree Preservation Easements. It will be up to the Bielkes to convince the Council that this is viable and that trees in this substitute area are likely to be preserved, as they appear to be near normal use areas of the family's rear yard.

As far as tree replacement requirements I can offer no specific numbers. There were approximately 30 regulated trees removed, and the actual replacement will be dependent on what can be planted in the restored Conservation Easement.

The plan submitted by the Bielkies does call for the value of the balance of the tree credits that cannot be planted on site to be paid into the City's tree fund.

The City encourages that the proposed restoration work to the wetlands and Conservation Easement begin immediately. The use of the Tree Preservation Easement for an in-ground pool is a matter that needs to be requested of the City Council. Depending of how the City Council decides on the tree removal within the Tree Preservation Easement will determine further restoration work that may be necessary. If you should have any questions please do not hesitate to contact me.

Sincerely,



Edward P. Anzek, AICP
Director, Planning and Development

cc: Bryan K. Barnett, Mayor
Scott Cope, Director, Building Department
Roger Moore, RLS, City Surveyor

City of ROCHESTER HILLS

1000 Rochester Hills Drive, Rochester Hills, Michigan 48309-3033

Bryan K. Barnett, Mayor

City Council Members: Erik Ambrozaitis Jim Dulstermars Barbara L. Holder Greg Hooper Lind

DEPARTMENT OF PLANNING AND DEVELOPMENT

Ed Anzek, AICP
Director

Derek Delacourt
Deputy Director

Carla Dinkins, RLA
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Economic Development
Landscape Review
Residential
Development
Site Plan Review
Tree Conservation
Variances
Wetland Review
Zoning

City Hall
General Information
248.656.4600

Bryan K. Barnett
Mayor
248.656.4664

June 29, 2007

ATT: 3

Dr. Anthony and Ms. Germaine Bielkie
1731 Piccadilly Court
Rochester Hills, MI 48309

Re: **Tree Removal from City's Tree Conservation Easement and from the City and Homeowner's Association Conservation Easement, Re-grading and filling of the Wetland buffer, and partial filling of the Wetland.**

Dear Dr. and Ms. Bielkie:

Since last week when Scott Cope and I met with you, I have been researching the issues associated with the loss of trees and the filling of the buffer and some encroachment into the wetland. During that meeting a suggestion was made to research the possibility of vacating the Tree Preservation Easement or a portion thereof.

I want to advise you again, as Mr. Cope and I informed you, that we are charged with the enforcement of the ordinances of the City and to work to ensure that rights and benefits of the City are protected and preserved. It is pursuant to that responsibility that this letter is being sent.

Mr. Cope and I were also informed by you that you "cut down 5 or 6 trees all of which were dead Ash Trees". In reviewing the Tree Survey there were a total of 16 regulated trees in the Tree Preservation area and 14 trees in the Wetland Conservation Easement. Of these 30 trees, only 8 were Ash trees. These trees were intact based on the Certificate of Occupancy inspections conducted in September 2006. Regulated trees are those with a minimum 6-inch diameter.

In reviewing the question of vacating the easement, I have learned that it will require the filing of an amended plat. An amended Plat is not only a very time consuming process but a costly one as well as each and every property owner within the Plat must be involved including the residents, home builders, and the developer. I have also discussed this matter with some City Officials and I have been informed that they are not interested in vacating the Easement and want the Tree Preservation area and the Wetland Conservation Easement restored, as best as possible, to their previous natural condition.

I must also advise you that there have been some discussions that because the trees were to be preserved for the benefit of the City and all the residents of Butler Ridge it is being explored whether the City should consider some form of legal action to compel restoration.

Attached is a list of all the trees that were located in the Tree Preservation Easement and the Wetland Conservation Easement. Please note that under the City's Tree Conservation Ordinance, the fine for the unlawful removal of trees is calculated on

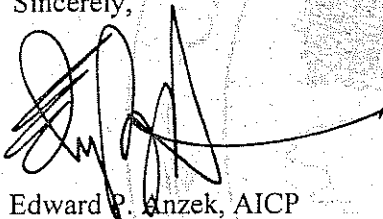
Dr. Anthony and Ms. Germaine Bielkie
June 29, 2007
Page 2

an inch-for-inch basis. The total number of inches of trees removed is 278 inches. This does not include the Ash trees. The possible fine assessment is \$31,692.00 based on a \$114 per inch fine.

This letter shall serve as notice that you are to remove all fill and boulders from the Tree Preservation Easement and the Wetland Conservation Easement, and you must also remove the fill that has been placed in the wetland. You are also directed to reasonably restore the area to its original state. As far as the planting of restoration trees, I will defer to the City's Forestry Manager and Landscape Architect as to the best means to reestablish these easements in terms of tree plantings. I will also ask the City's Environmental Consultant as to how to best restore the Wetland Conservation Easement and to ensure that any removal effort is complete.

In closing I will admit that this is not the answer you were anticipating, however, by your own admission you were aware of the easements prior to your actions. I would anticipate that you might wish to discuss this directive. In my absence the week of July 2 through July 6 I will ask that you contact Scott Cope.

Sincerely,



Edward P. Anzek, AICP
Director, Planning and Development

Attachment

cc: Mayor Bryan Barnett
City Council
John Staran, City Attorney
Scott Cope, Director, Building Department
Gerry Lee, Forestry Manager
Carla Dinkins, Landscape Architect
Peter Collins, ASTI Environmental

The following two tables are taken from the tree survey submitted as part of the Plat approval. The date of the Tree Survey when first completed was July 2, 2001 and was subsequently updated on December 17, 2001 and July 1, 2002. Based on field observation in May 2007, all of these trees have been removed.

Tree located within Tree Preservation Easement (TPE)	
Tree tag number	Tree type and size
186	27" Cherry
3853	9" Elm
187	12" Cherry
3004	11" Elm
3005	7" Cherry
3854	11" Pear
3855	7" Box Elder
182	19" Cherry
3859	7" Ash
3863	6" Elm
3864	7" Box Elder
3034	7" Ash
3862	16" Box Elder
462	17" Cherry
3038	39" Ash
3886	11" Cherry
	Total 213" caliper inches removed
	Total 160" caliper inches excluding Ash trees

Tree located within 25' Wetland Setback Easement (WSE)	
Tree tag number	Tree type and size
3344	15" Elm
3857	7" Ash
3858	8" Ash
3856	8" Elm
185	10" Cherry
3861	17" Cherry
3860	17" Cherry
3885	9" Ash
3040	9" Elm
468	17" Cherry
467	14" Cherry
3035	11" Elm
477	11" Ash
3036	17" Ash
	Total 170" caliper inches removed
	Total 118" caliper inches excluding Ash trees



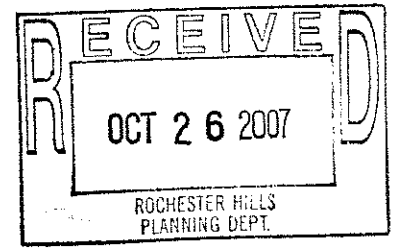
STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHEAST MICHIGAN DISTRICT OFFICE



JENNIFER M. GRANHOLM
GOVERNOR

STEVEN E. CHESTER
DIRECTOR

October 23, 2007



CERTIFIED MAIL

Mr. Anthony Bielkie
1731 Piccadilly Court
Rochester Hills, MI 48309

Dear Mr. Bielkie:

ATT. 4

SUBJECT: NOTICE OF VIOLATION

DEQ Complaint Number 07-63-0166-V
Property Location: Oakland County, T3N, R11E, Section 19
1731 Piccadilly Court, Rochester Hills, MI, 48309

The Department of Environmental Quality (DEQ) has conducted an investigation and has determined that there has been recent unauthorized activity on the above referenced parcel of property. You have been identified as the landowner who placed fill and constructed a boulder retaining wall within regulated wetland behind the house, and placed woodchips within regulated wetland to construct an approximately 300 feet long trail.

A permit is required prior to the start of this type of activity. A review of the DEQ's files indicate that a permit has not been issued. The DEQ has, therefore, determined that this activity is in violation of Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Violation of this Part may subject the violator to enforcement action as provided by the statute.

The DEQ advises you to stop all unauthorized activity and bring the site into compliance with Part 303 **within 30 days** of the date of this letter.

To comply with Part 303, you must submit a restoration plan detailing plans to remove all fill material, boulders, and woodchips from the regulated wetland, restore the original grade and contour of the site, and plant a native wetland seed mix in the removed fill area in order to re-establish the native wetland vegetation.

Submit to this office, **in writing**, within ten days of receipt of this letter, the following information:

1. Reasons for the project.
2. Date work was undertaken.
3. Name(s) of the contractor(s) who did the work.
4. Your full name, primary address, and date of birth.
5. A reasonable timetable for restoration of the site, not to exceed 30 days.

Mr. Anthony Bielkie

Page 2

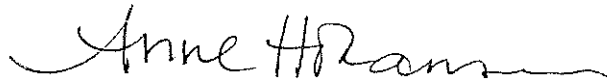
October 23, 2007

6. A narrative wetland restoration plan describing the method and timetable for fill, boulder, and woodchip removal, and the specific native wetland seed mix that will be planted in the removal areas.
7. Any additional information you would like the DEQ to consider in reviewing this matter.

Please be advised that the DEQ will conduct a compliance inspection soon after the 30-day deadline. If the site is not restored, or if any further unlawful activity occurs on the site, this case may be referred for escalated enforcement action.

We anticipate and would appreciate your full cooperation in this matter. If you have any questions, please contact this office.

Sincerely,

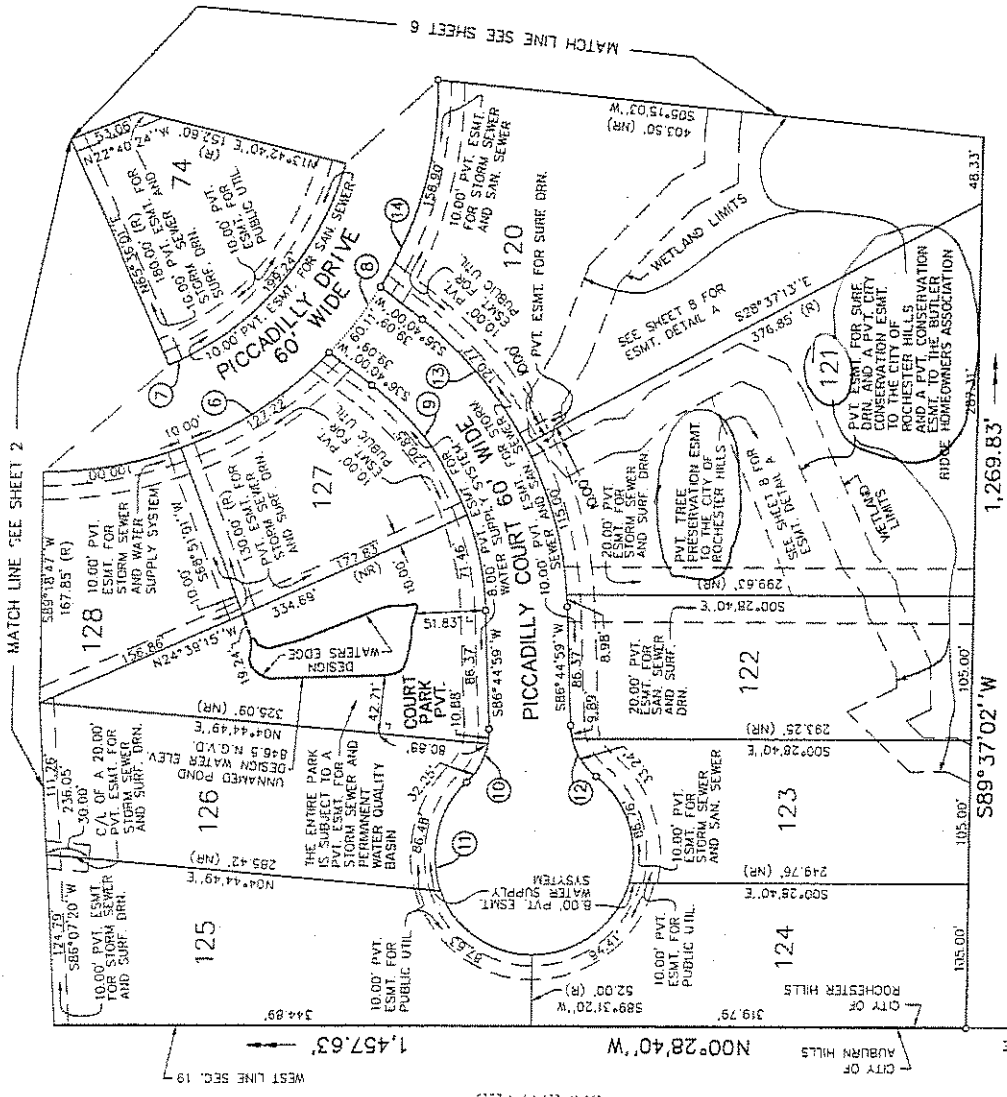


Anne Hokanson
District Representative
Land and Water Management Division
586-753-3870

cc: Oakland SESC Officer
Mr. Edward Anzek, City of Rochester Hills Planning Department
Mr. Roger Moore, City of Rochester Hills Surveyor
Mr. Peter Collins, ASTI Environmental

BUTLER RIDGE NO. 2

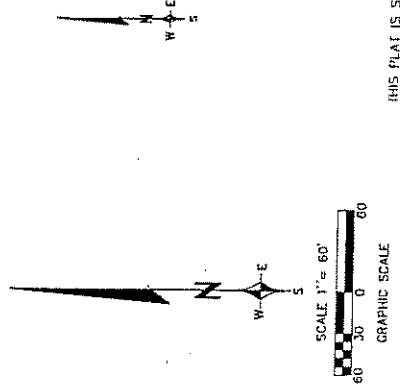
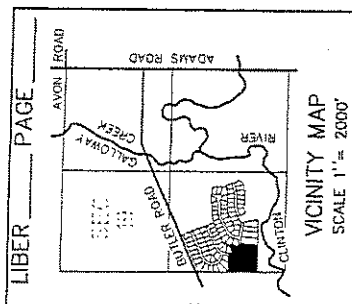
PART OF THE S.W. 1/4 OF SECTION 19, T. 3 N., R. 11 E.,
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN



FLOODPLAIN AREA AS ESTABLISHED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY 850777 N.G.V.D.

S.W. CORNER SECTION 19 ROCHESTER HILLS, MICHIGAN L. 10244, P. 069

ATT: 5



THIS PLAN IS SUBJECT TO RESTRICTIONS AS AMENDED BY ACT 288 OF P.A. 1987 WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, WHICH ARE RECORDED IN LIBER 24538, PAGES 355-361 OF RECORDS OF THIS COUNTY.

LEGEND
ALL DIMENSIONS ARE IN FEET. ALL DIMENSIONS ON THE CURVE ARE MEASURED ALONG THE ARC.
(R) DENOTES RADIAL LOT LINE
(NR) DENOTES NON RADIAL LOT LINE
• DENOTES POINT NOT SET
L DENOTES 90°

ALL LOT MARKERS ARE 1/2" IN DIAMETER STEEL RODS AND ARE 16" LONG. THE SYMBOL (G) INDICATES A SET CONCRETE MONUMENT. THE SYMBOL (B) INDICATES FOUND AND USED EXISTING CONCRETE MONUMENT. ALL MONUMENTS SET AND FOUND ARE MADE OF SOLID STEEL BARS 1/2" IN DIAMETER AND 36" LONG AND COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER. NO I.D. CAPS ARE USED.

ALL BEARINGS ARE IN RELATION TO THE SOUTH LINE OF SECTION 19 IN "QUAIL RIDGE" SUB. NO. 1 AS RECORDED IN LIBER 165 OF PLATS, PAGES 1-5, OAKLAND COUNTY RECORDS.

CURVE DATA

CURVE	RADIUS	ARC	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING
6	280.00	280.22	59°10'58"	278.53	S 17°35'29" E
7	220.00	399.33	104°00'00"	348.72	R 40°00'00" W
8	280.00	60.11	12°18'04"	60.00	S 53°20'08" E
9	220.00	192.31	50°04'59"	186.24	S 61°42'30" W
10	50.00	43.13	49°25'40"	41.81	N 68°32'11" W
11	73.00	355.28	278°51'20"	94.96	S 03°15'01" E
12	50.00	43.13	49°25'40"	41.81	N 62°02'09" E
13	280.00	244.75	50°04'59"	237.03	N 61°42'30" E
14	280.00	158.80	33°30'38"	156.78	S 75°44'31" E



67554
Richard A. Hofeas

LIBER 34014

Pg. 117-121

Recorded

ATT. 6

TREE PRESERVATION EASEMENT

THIS TREE PRESERVATION EASEMENT, made this 28th day of April, 2004, by and between Jensam, LLC, a Michigan limited liability company, its successors or assigns, whose address is 2301 West Big Beaver, Suite 900, Troy, Michigan 48084 (hereafter "Grantor") and the City of Rochester Hills, whose address is 1000 Rochester Hills Drive, Michigan 48309-3033 (hereafter "Grantee"):

WITNESSETH

A. Grantor owns land in the City of Rochester Hills, Oakland County, Michigan, commonly known as the proposed Butler Ridge Subdivision Development No. 2, more particularly described on Exhibit A attached hereto ("Subject Property").

B. The parties desire to create a Tree Preservation Easement (the "Easement") over that area of the Subject Property described on Exhibit B (the "Easement Premises") to preserve the existing trees and utilize them to provide a buffer between the Subject Property and the properties located across the Subject Property or abutting it, as required by the ordinances governing the development of property within Rochester Hills (the "Ordinances").

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollar (\$1.00), the receipt of which is acknowledged, and other good and valuable consideration, GRANTOR hereby GRANTS AND CONVEYS TO GRANTEE the Easement over the Easement Premises on the terms and conditions stated below.

1. Except as agreed by the Grantor and Grantee, Grantor and its successors and assigns shall not remove, cut, or destroy any trees within the Easement Premises unless authorized to do so by the Grantee in writing, which authorization shall not be unreasonably withheld.
2. The Grantor reserves the right to replace this existing tree buffer with any other kind of buffer which may be allowed by the Ordinances, upon prior written notice to and authorization of the Grantee, which authorization shall not be unreasonably withheld.
3. This Easement does not grant or convey to Grantee or members of the general public any right of ownership, possession, or use of the Easement Premises.
4. Upon reasonable written notice to Grantor, its successors or assigns, at reasonable times, Grantee, and its authorized employees and agents may enter upon for inspection only the Easement Premises to determine whether they are being maintained in compliance with the terms of this Preservation Easement. The Grantee assumes all liability for the acts of its agents who enter the Easement Premises and does hereby indemnify and hold the Grantor harmless from any loss, including bodily injuries, and any and all costs or expenses incurred by the Grantor as a result of such acts.
5. This Easement shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
6. Grantor shall indicate the existence of this Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

7. This Easement shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed in the presence of:

JENSAM, LLC, a Michigan
limited liability company (Grantor)

Mark Greenstone
Mark Greenstone

By: BUTLER RIDGE, LLC, a Michigan
limited liability company, its sole Member

By: Stanley Frankel
Stanley Frankel, Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of APRIL, 2004, by Stanley Frankel, as sole Member of Butler Ridge, LLC, the sole Member of Jensam, LLC, on behalf of the company.

SANDRA R. PISCHING
NOTARY PUBLIC - MICHIGAN
MACOMB COUNTY
MY COMMISSION EXPIRES SEPT. 19, 2007

Sandra R. Pisching
Notary Public, Oakland County, Michigan (ACTING)
My Commission Expires: 9-19-07

Signed in the presence of:

CITY OF ROCHESTER HILLS

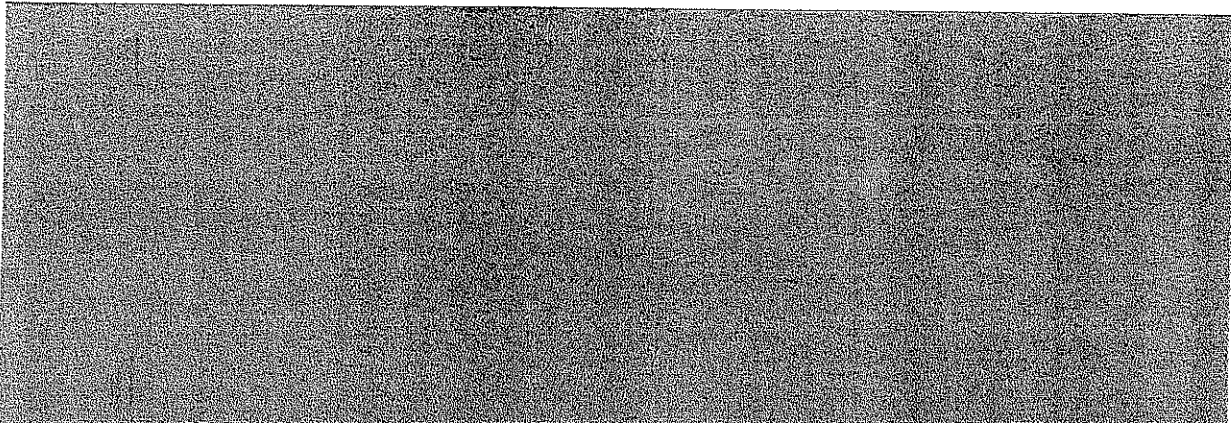
By: _____

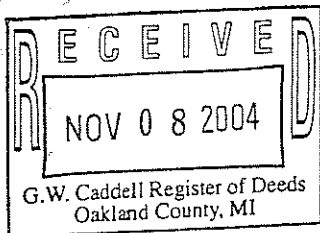
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004, by _____, a _____ of City of Rochester Hills, on behalf of the City of Rochester Hills.

Notary Public, Oakland County, Michigan
My Commission Expires:





ATT. 7

454614
 LIBER 34388 PAGE 750
 \$19.00 MISC RECORDING
 \$4.00 REMUNERATION
 11/08/2004 03:10:01 P.M. RECEIPT# 134108
 PAID RECORDED - OAKLAND COUNTY
 G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 28th day of April, 2004, by and between Jensam, LLC, a Michigan limited liability company, its successors or assigns, whose address is 2301 West Big Beaver, Suite 900, Troy, Michigan 48084 (hereafter "Grantor") and the City of Rochester Hills, whose address is 1000 Rochester Hills Drive, Michigan 48309-3033 (hereafter "Grantee"):

WITNESSETH, For and in consideration of the sum of One and No/100 Dollar (\$1.00), the receipt of which is acknowledged, and other good and valuable consideration, GRANTOR hereby GRANTS AND CONVEYS TO GRANTEE a Conservation Easement on the terms and conditions stated below.

1. The property subject to this Conservation Easement (hereafter "the Easement Premises") is situated in the City of Rochester Hills, Oakland County, Michigan and is more particularly described on Exhibit "A" attached hereto.

2. Except as authorized under MDEQ Permit No. 10-50-08, Grantor and its successors and assigns shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, scarifying or otherwise altering or developing the Easement Premises.

3. The purpose of this Easement is to maintain the Easement Premises in its natural and undeveloped condition. Grantor, its successors or assigns, shall maintain the Easement Premises in its natural and undeveloped condition. Accordingly, Grantor shall install posts on each lot line (to the rear of each lot) along the Easement Premises boundary to demarcate the Easement Premises.

4. This Easement does not grant or convey to Grantee or members of the general public any right of ownership, possession, or use of the Easement Premises.

5. Upon reasonable written notice to Grantor, its successors or assigns, at reasonable times, Grantee, and its authorized employees and agents, may enter upon for inspection only the Easement Premises to determine whether they are being maintained in compliance with the terms of this Easement. The Grantee assumes all liability for the acts of any of its agents who enter the Easement Premises and does hereby indemnify and hold the Grantor harmless from any loss, cost or expense incurred by the Grantor as a result of such acts.

6. This Easement may be enforced by either an action at law or in equity and shall be enforceable against the owner of the Easement Premises.

7. This Easement shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

8. Grantor shall indicate the existence of this Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

9. This Easement shall be binding upon the successors and assigns of the parties.

Exempt from Transfer Tax under
 MCLA 207.526 (a), MSA 7.456 (26) (a).

O.K. - KB

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed in the presence of:

JENSAM, LLC, a Michigan
limited liability company (Grantor)

Mark Greenstone
Mark Greenstone

By: BUTLER RIDGE, LLC, a Michigan
limited liability company, its sole Member
By: Stanley Frankel
Stanley Frankel, Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of APRIL, 2004, by Stanley Frankel, as sole Member of Butler Ridge, LLC, the sole Member of Jensam, LLC, on behalf of the company.

SANDRA R. PISCHING
NOTARY PUBLIC - MICHIGAN
MACOMB COUNTY
MY COMMISSION EXPIRES SEPT. 19, 2007

Sandra R. Pisching
Notary Public, Oakland County, Michigan (ACTING)
My Commission Expires: 9-19-07

Signed in the presence of:

CITY OF ROCHESTER HILLS

Beverly A. Jasinski
Beverly A. Jasinski

By: Pat Somerville
PAT Somerville
Its: Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of November, 2004, by Pat Somerville, Mayor of City of Rochester Hills, on behalf of the City of Rochester Hills.

Nancy S. Peek
Notary Public, Oakland County, Michigan
My Commission Expires: 11-19-07

Drafted by:
Mark Greenstone
2301 W. Big Beaver
Suite 900
Troy, MI 48084

Nancy S. Peek
Notary Public, Oakland County, MI
My Commission Expires: 11-19-07
Acting in Oakland County
After Recording, return to:
Beverly Jasinski, City Clerk
1000 Rochester Hills Dr.
Rochester Hills MI 48309

ATT. 8

TREE PRES.
EASEMENT



CONSERVATION
EASEMENT



OWNED BY:
OAKLAND LAND
CONSERVANCY