

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 28<sup>th</sup> 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.

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)

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

By: Stanley Frankel  
Stanley Frankel, Member

Mark Greenstone  
Mark Greenstone

STATE OF MICHIGAN       )  
  ) SS  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 28<sup>TH</sup> 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:

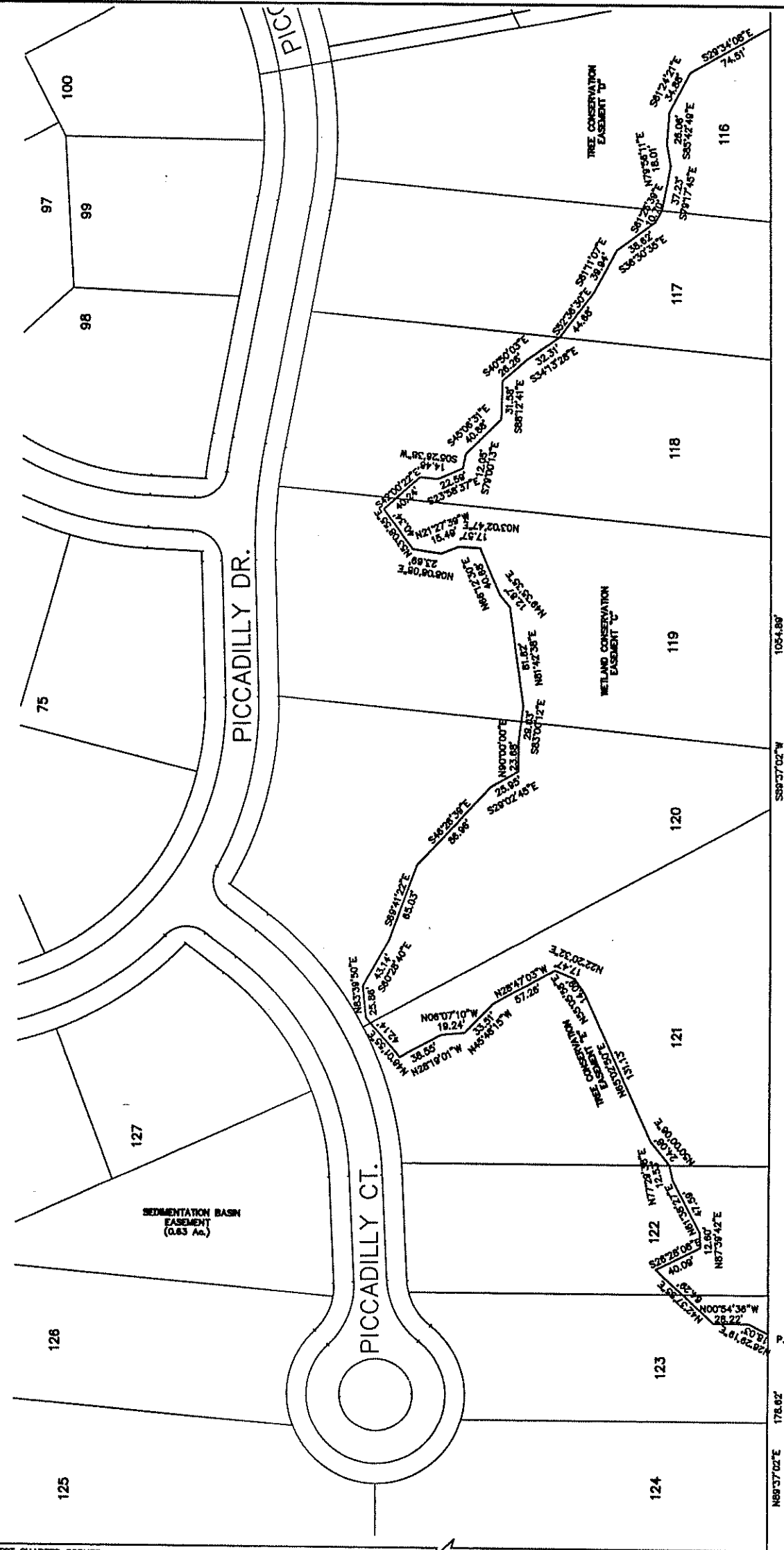
EXHIBIT A  
Conservation Easement

Conservation Easement Legal Description

WETLAND CONSERVATION EASEMENT "C"  
BUTLER RIDGE NO. 2

PART OF THE SOUTHWEST QUARTER OF SECTION 19, T. 3 N., R. 11 E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19; THENCE ALONG THE WEST SECTION LINE S. 00°28'40" E. 2017.63 FEET AND N. 89°37'02" E. 178.62 FEET TO THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING N. 26°29'19" E. 18.03 FEET; THENCE N. 00°54'36" W. 28.22 FEET; THENCE N. 42°37'55" E. 64.29 FEET; THENCE S. 26°28'08" E. 40.09 FEET; THENCE N. 87°39'42" E. 12.60 FEET; THENCE N. 61°38'27" E. 47.59 FEET; THENCE N. 77°29'38" E. 12.53 FEET; THENCE N. 50°00'06" E. 24.08 FEET; THENCE N. 65°02'50" E. 131.13 FEET; THENCE N. 55°05'58" E. 14.09 FEET; THENCE N. 22°20'32" E. 17.47 FEET; THENCE N. 28°47'03" W. 57.26 FEET; THENCE N. 45°48'15" W. 33.51 FEET; THENCE N. 06°07'10" W. 19.24 FEET; THENCE N. 28°19'01" W. 38.55 FEET; THENCE N. 48°01'55" E. 42.14 FEET; THENCE N. 83°39'50" E. 25.86 FEET; THENCE S. 60°28'40" E. 43.14 FEET; THENCE S. 69°41'22" E. 65.03 FEET; THENCE S. 46°26'39" E. 86.96 FEET; THENCE S. 29°02'45" E. 25.95 FEET; THENCE N. 90°00'00" E. 23.68 FEET; THENCE S. 83°00'12" E. 29.03 FEET; THENCE N. 81°42'38" E. 81.82 FEET; THENCE N. 49°35'35" E. 12.87 FEET; THENCE N. 66°12'30" E. 40.68 FEET; THENCE N. 03°02'47" E. 17.57 FEET; THENCE N. 21°27'39" W. 15.49 FEET; THENCE N. 08°08'08" E. 23.69 FEET; THENCE N. 53°08'55" E. 40.34 FEET; THENCE S. 42°00'22" E. 40.24 FEET; THENCE S. 05°26'38" W. 14.46 FEET; THENCE S. 23°58'37" E. 22.59 FEET; THENCE S. 79°00'13" E. 12.05 FEET; THENCE S. 45°06'31" E. 40.88 FEET; THENCE S. 88°12'41" E. 31.58 FEET; THENCE S. 40°50'03" E. 26.26 FEET; THENCE S. 34°13'28" E. 32.31 FEET; THENCE S. 52°36'30" E. 44.68 FEET; THENCE S. 61°11'07" E. 39.94 FEET; THENCE S. 36°30'35" E. 38.62 FEET; THENCE S. 61°25'39" E. 10.70 FEET; THENCE S. 79°17'45" E. 37.23 FEET; THENCE N. 79°56'11" E. 18.01 FEET; THENCE S. 85°42'49" E. 26.06 FEET; THENCE S. 61°24'21" E. 34.88 FEET; THENCE S. 29°34'08" E. 74.51 FEET; THENCE S. 89°37'02" W. 1054.90 FEET ;TO THE POINT OF BEGINNING CONTAINING 4.22 ACRES MORE OR LESS.

Z:\92179\LEGAL16



WEST QUARTER CORNER SECTION 19, T. 3N., R. 11E.

S 00° 28' 40" E. 2017.63'



APPROVED *Desc*  
*M. J. ...*  
 ROCHESTER HILLS  
 ENGINEERING DEPT.  
 03-19-2004

REVISIONS			BUTLER RIDGE	
ITEM	DATE	BY	ROCHESTER HILLS	MICHIGAN

WETLAND CONSERVATION EASMT. "C"

**ALBERT WOLSKAM**  
 & ASSOCIATES  
 CIVIL ENGINEERS & LAND SURVEYORS  
 28450 FRANKLIN ROAD  
 SOUTHFIELD, MICHIGAN 48034  
 (248) 352-8950

SCALE	82179
FIELD BOOK NO.	
DATE	12-28-01
DRAWN BY	IAH
DESIGNED BY	TEZ
DATE	12-28-01