

WOODLAND CONSERVATION EASEMENT

This WOODLAND CONSERVATION EASEMENT (“**Conservation Easement**”) is made and entered into this 25th day of August, 2020, by ROCHESTER UNIVERSITY, a Michigan nonprofit corporation (“**Rochester University**”), whose address is 800 West Avon Road, Rochester Hills, Michigan 48307, and the CITY OF ROCHESTER HILLS, a Michigan municipal corporation (“**City**”), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS:

A. Rochester University is the owner of an approximately 73.14 acre parcel of land located in Rochester Hills, Oakland County, Michigan, identified as Tax Parcel Numbers: part of 15-15-451-008, 15-15-451-009 and 15-15-451-010, which are more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Property**”).

B. Rochester University has sold an approximately 7.9 acre parcel of vacant land adjacent to the Property (“**Adjacent Land**”) to Pulte Homes of Michigan LLC, a Michigan limited liability company (“**Pulte**”), for the development and use as a multiple family condominium unit development (“**Condominium**”).

C. Pulte has received final approval of its Planned Unit Development (“**Pulte PUD**”) from the City for the development of the Adjacent Land.

D. As a condition of the Pulte PUD, Rochester University, Pulte and the City agreed that the preservation of 37% of the existing regulated trees on the Adjacent Land could be accomplished through the granting of a woodland conservation easement to the City over approximately 4.1 acres of the Property, as legally described on **Exhibit B** and depicted on **Exhibit C**, both attached hereto and made a part hereof (“**Conservation Easement Area**”).

E. Rochester University and the City enter into this Conservation Easement for the purpose of protecting the existing trees within the Conservation Easement Area and providing for the rights and responsibilities of the parties with respect to the Conservation Easement Area, on the terms and conditions set forth below. The City acknowledges that this Conservation Easement is being given to help Pulte satisfy its obligation under the Pulte PUD relating to conservation and tree removal.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Easement. Subject to the terms of this Conservation Easement, Rochester University hereby grants to the City a non-exclusive easement on and over the Conservation Easement Area for the purpose of preserving the existing trees within the Conservation Easement Area in their current state and using the Conservation Easement Area for recreational purposes, and as otherwise provided herein.

2. Use of Conservation Easement Area. The Conservation Easement Area shall remain in a natural state, and may be used for hiking, walking and/or other recreational activities, which do not violate Section 3 below. Notwithstanding the foregoing to the contrary, and provided that the Pulte PUD is approved, Pulte shall install a woodchip pathway on the Conservation Easement Area pursuant to, and in accordance with its obligations under the Pulte PUD in the approximate location as depicted on Exhibit D ("Pathway"). Future pathways may be installed in the Conservation Easement Area by Rochester University. The Conservation Easement Area shall be accessible to Rochester University, the condominium owners on the Adjacent Land, the City and the public. In connection with the Pathway, Rochester University hereby grants Pulte, and its successors and assigns, including, but not limited to, the condominium association established to operate and maintain the affairs of the Condominium, a permanent non-exclusive easement for construction, installation, use, operation, repair and maintenance of the Pathway over, under and across the Pathway, as well as over, under, and across the land located directly adjacent to the Pathway (for the purposes of construction and maintenance of the Pathway only) as depicted on Exhibit C (the "Pulte Easement"). Additionally, Rochester University hereby grants to Pulte a non-exclusive temporary license over that portion of the Property necessary for the purpose of construction and installation of the Pathway (the "Temporary Construction License"). Pulte shall maintain the Pathway in accordance with the requirements of the City under the Pulte PUD. The City and Rochester University acknowledge and agree that Pulte is a third party beneficiary under this Agreement as it relates to Pulte's rights under the Pulte Easement and Temporary Construction License. Pulte will provide and keep in force the following insurance covering its construction and maintenance responsibilities under this Section: (a) a commercial general liability insurance policy in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence, (b) automobile liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence, and (c) an excess or umbrella liability policy in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance shall name Rochester University as an additional insured party with respect to the liabilities of Pulte hereunder. A certificate evidencing such insurance shall be provided to Rochester University upon request. Pulte, and its respective successors and/or assigns, hereby agrees to indemnify, defend and hold Rochester University, and its successors, assigns, officers, directors, shareholders, members, agents, employees and representatives (individually and collectively, the "Indemnitees") harmless from and against any and all losses, damages, liabilities, claims, actions, costs or expenses (including without limitation reasonable attorney's fees and costs of suit) which any of the Indemnitees may suffer, sustain or incur, and to the extent arising out of or in connection with the construction or maintenance activities hereunder by Pulte or its agents, contractors and subcontractors.

3. Restrictions on the Conservation Easement Area. Subject to the terms of this Conservation Easement, Rochester University shall refrain from altering or developing the Conservation Easement Area in the following ways: (a) creation of roads, drives, streets or parking lots; (b) the placement of fill material, including, without limitation, as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended; (c) excavation of any soils or minerals; (d) storage or disposal of garbage, trash, debris, or other waste materials (other than trash placed in receptacles installed as part of the Pathway installation in accordance with the Pulte PUD), including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas

outside the Conservation Easement Area; (e) use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles; (f) placement of signage (other than directional or educational signage); (g) altering the topography; and (h) cutting down, destroying, or removing trees, shrubs, or other living vegetation, whether living or dead, except as necessary for the installation or maintenance of the Pathway or future pathways, the removal of trees or limbs to eliminate danger to health and safety, to reduce a threat of infestation posed by diseased vegetation, to control invasive nonnative plant species that endanger the health of native species, or as needed to install and maintain public or private utilities within utility, storm water, and storm water maintenance easements approved by the City.

4. Access to the Conservation Easement Area. The City and the public may access the Conservation Easement Area from the Pathway, and shall have the right of access over the private roadways and walkways within the Property, as the same may exist from time to time, and subject to rules and regulations imposed by Rochester University, for the purpose of accessing the Conservation Easement Area.

5. Default. In the event Rochester University shall at any time violate the terms of this Conservation Easement, the City may serve written notice upon Rochester University setting forth the violation. Notice shall also set forth a demand that the violation be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such or official delegated by the City Council, for the purpose of allowing Rochester University to be heard as to why the City should not exercise its rights to cure the violation. At the hearing, the time for curing the violation and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or official designated to conduct the hearing, shall determine that the cure of the violation has 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 Conservation Easement Area, or cause its agents or contractors to enter upon the Conservation Easement Area and cure the violation in a manner reasonably found by the City to be appropriate. The cost and expense of making such cure, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 10% of the total of all costs and expenses incurred, shall be paid by Rochester University, and such amount shall constitute a lien on the Property. The City may require the payment of such monies prior to the commencement of any curative work. If such costs and expenses have not been paid within 30 days of billing to Rochester University, such costs and expenses may be collected by suit initiated against Rochester University, and, in such event, Rochester University shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. The City acknowledges and agrees that the recording this Conservation Easement is being done in satisfaction of the requirements of the City's Zoning Ordinance in relation to the tree removal permit for the Pulte PUD.

7. Miscellaneous.

a) Binding Effect. The Conservation Easement and the covenants and restrictions contained in this Conservation Easement shall run with the land, and shall bind Rochester University, its successors and assigns.

b) Partial Invalidity. Invalidation of any of the provisions contained in this Conservation Easement, or of the application thereof, to any person by judgement or court order shall in no way affect any of the

other provisions hereof, or of the application thereof, to any other person and the same shall remain in full force and effect.

c) Amendment. This Conservation Easement may be amended by Rochester University (or its successors and assigns) with the prior approval of the City. An amendment to this Conservation Easement shall be effective upon the recordation of such amendment with the Oakland County Register of Deeds.

d) Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Conservation Easement Area to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of all or any portion of the Property shall inure to the benefit of any third party, including adjoining landowners or others who use the Property, nor shall any third party be deemed to be a beneficiary of any of the provisions of this Conservation Easement.

e) Waiver. A delay in enforcement shall not be construed as a waiver of the City's rights to enforce the covenants, conditions and restrictions of this Conservation Easement.

f) 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 MCLA 207.526(a) and (ii) exempt from the County Transfer Tax, pursuant to MCLA 207.505(a).

SIGNATURE AND ACKNOWLEDGEMENT FOLLOWS

EXHIBIT "A"

LEGAL DESCRIPTION OF ROCHESTER UNIVERSITY PARCEL
TAX PARCEL I.D. #15-15-451-011:

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, T3N-R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF W. AVON ROAD, 2794.58 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 03°26'11" EAST 60.11 FEET ALONG THE NORTH-SOUTH 1/4 LINE TO THE POINT OF BEGINNING AND THE NORTH LINE OF SAID W. AVON ROAD, 60 FOOT HALF WIDTH; THENCE, ALONG THE NORTH LINE OF SAID W. AVON ROAD, NORTH 89°47'56" WEST 1313.10 FEET AND NORTH 88°26'03" WEST 391.01 FEET TO THE SOUTHEASTERLY LINE OF THE CLINTON RIVER "TRAIL" (FORMALLY KNOWN AS THE GRAND TRUNK WESTERN RAILROAD); THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 42°34'57" EAST 252.70 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTHEASTERLY 797.44 FEET ON THE ARC OF A 5524.16 FOOT RADIUS CURVE TO THE RIGHT, WITH A DELTA ANGLE OF 08°16'15" AND CHORD BEARING AND DISTANCE OF NORTH 46°42'59" EAST 796.75 FEET; THENCE, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 50°51'00" EAST 1021.05 TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID SOUTH LINE, NORTH 89°38'14" EAST 244.84 FEET TO THE EAST 1/8 CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, NORTH 89°45'33" EAST 27 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF THE CLINTON RIVER; THENCE FOLLOWING ALONG 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°41'28" EAST 25 FEET, MORE OR LESS; THENCE SOUTH 22°04'32" EAST 226.40 FEET; THENCE SOUTH 71°53'04" EAST 609.74 FEET; THENCE SOUTH 02°10'13" WEST 118.12 FEET; THENCE SOUTH 01°51'27" WEST 19.46 FEET; THENCE NORTH 88°21'57" WEST 336.59 FEET; THENCE SOUTH 57°20'54" WEST 128.22 FEET; THENCE SOUTH 28°45'21" WEST 508.13 FEET; SOUTH 52°53'14" EAST 202.49 FEET; THENCE SOUTH 53°54'10" WEST 81.99 FEET; THENCE SOUTH 36°05'50" EAST 60.00 FEET; THENCE NORTH 53°54'10" EAST 179.32 FEET TO A POINT ON THE WEST BOUNDARY OF THE ROCHESTER CHURCH OF CHRIST PARCEL AS SURVEYED BY BUCKERFIELD ENGINEERING, RECORDED IN LIBER 10030, PAGES 313 & 314, OAKLAND COUNTY RECORDS; THENCE, ALONG SAID WEST BOUNDARY LINE, SOUTH 01°40'04" WEST 272.83 FEET; THENCE DUE WEST 2.50 FEET; THENCE SOUTH 01°40'04" WEST 539.97 FEET TO THE NORTH LINE OF SAID W. AVON ROAD; THENCE, ALONG SAID NORTH LINE, DUE WEST 39.55 FEET; THENCE NORTH 01°40'04" EAST 213.09 FEET; THENCE DUE WEST 212.24 FEET; THENCE DUE SOUTH 213.00 FEET TO THE NORTH LINE OF SAID W. AVON ROAD; THENCE, ALONG SAID NORTH LINE, DUE WEST 753.34 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 68.36 ACRES OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS WHICH MAY OR MAY NOT BE OF RECORD.

JM
10/29/20

EXHIBIT B

Conservation Easement Area Legal Description
(see attached)

EXHIBIT "B" - LEGAL DESCRIPTION OF CONSERVATION EASEMENT AREA

LEGAL DESCRIPTION FOR CONSERVATION EASEMENT

EASEMENT SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN, BEING PART OF THE SOUTHEAST 1/4 SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF AVON ROAD, DUE WEST 1793.79 FEET TO THE WEST BOUNDARY LINE OF THE ROCHESTER CHURCH OF CHRIST PARCEL; THENCE ALONG SAID WEST BOUNDARY LINE OF ROCHESTER CHURCH OF CHRIST, NORTH 01°40'04" EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST 287.19 FEET TO THE NORTH BOUNDARY LINE OF SAID ROCHESTER CHURCH OF CHRIST PARCEL; THENCE ALONG SAID NORTH BOUNDARY LINE OF ROCHESTER CHURCH OF CHRIST, DUE EAST 393.37 FEET TO THE WEST BOUNDARY LINE OF PARCEL I.D. #15-15-476-039; THENCE ALONG SAID WEST BOUNDARY LINE, NORTH 01°51'27" EAST 604.32 FEET TO POINT OF BEGINNING #1; THENCE NORTH 88°21'57" WEST 336.59 FEET; THENCE SOUTH 57°20'54" WEST 128.22 FEET; THENCE SOUTH 28°45'21" WEST 331.30 FEET TO POINT "A"; THENCE NORTH 42°15'26" WEST 52.67 FEET; THENCE NORTH 34°38'31" WEST 71.79 FEET; THENCE NORTH 16°21'23" WEST 21.06 FEET; THENCE NORTH 47°22'35" EAST 38.04 FEET; THENCE NORTH 33°07'39" EAST 34.67 FEET; THENCE NORTH 30°27'16" EAST 106.00 FEET; THENCE NORTH 19°53'41" EAST 44.64 FEET; THENCE NORTH 31°57'15" WEST 82.47 FEET; THENCE NORTH 67°52'52" WEST 34.36 FEET; THENCE NORTH 01°09'57" EAST 47.19 FEET TO POINT "B", SAID POINT LIES ON THE SOUTH LINE OF AN EXISTING CONSERVATION EASEMENT PER LIBER 39253, PAGE 718, OAKLAND COUNTY RECORDS; THENCE ALONG SAID EXISTING CONSERVATION EASEMENT FOR THE NEXT 18 COURSES; (1) NORTH 78°49'00" EAST 25.97 FEET; (2) NORTH 44°40'52" EAST 40.00 FEET; (3) NORTH 33°27'30" EAST 63.00 FEET; (4) NORTH 47°16'26" EAST 22.00 FEET; (5) NORTH 36°47'09" WEST 22.00 FEET; (6) NORTH 15°19'47" EAST 24.00 FEET; (7) SOUTH 86°13'03" EAST 26.00 FEET; (8) SOUTH 46°35'39" EAST 18.00 FEET; (9) SOUTH 10°58'37" EAST 32.00 FEET; (10) SOUTH 61°57'59" EAST 70.00 FEET; (11) SOUTH 88°57'30" EAST 31.00 FEET; (12) SOUTH 70°52'28" EAST 33.00 FEET; (13) NORTH 10°18'33" WEST 35.00 FEET; (14) NORTH 37°53'21" EAST 19.00 FEET; (15) NORTH 76°49'13" EAST 27.00 FEET; (16) NORTH 89°06'21" EAST 70.00 FEET; (17) SOUTH 67°50'34" EAST 16.00 FEET; (18) NORTH 47°41'54" EAST 38.92 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF PARCEL I.D. #15-15-405-004; THENCE ALONG SAID BOUNDARY LINE, SOUTH 71°53'04" EAST 250.09 FEET TO A POINT ON THE WEST LINE OF PARCEL I.D. #15-15-429-047; THENCE ALONG SAID WEST BOUNDARY LINE, SOUTH 02°10'13" WEST 118.12 FEET AND SOUTH 01°51'27" WEST 19.46 FEET TO POINT OF BEGINNING #1.

THENCE FROM SAID POINT "A", SOUTH 28°45'21" WEST 21.15 FEET TO POINT OF BEGINNING #2; THENCE SOUTH 28°45'21" WEST 45.49 FEET; THENCE NORTH 56°06'38" WEST 58.22 FEET; THENCE NORTH 33°10'35" EAST 5.34 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 543.93 FEET, AN ARC LENGTH OF 317.12 FEET, A CENTRAL ANGLE OF 33°24'15", AND A CHORD BEARING AND DISTANCE OF NORTH 72°59'56" WEST 312.65 FEET; THENCE NORTH 41°44'15" WEST 14.25 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 20.85 FEET, A CENTRAL ANGLE OF 79°38'08", AND A CHORD BEARING AND DISTANCE OF NORTH 01°55'11" WEST 19.21 FEET; THENCE NORTH 37°53'53" EAST 17.71 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 96.00 FEET, AN ARC LENGTH OF 29.45 FEET, A CENTRAL ANGLE OF 17°34'38", AND A CHORD BEARING AND DISTANCE OF NORTH 46°41'12" EAST 29.34 FEET; THENCE NORTH 55°28'32" EAST 75.92 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 117.33 FEET, AN ARC LENGTH OF 6.23 FEET, A CENTRAL ANGLE OF 03°02'24", AND A CHORD BEARING AND DISTANCE OF NORTH 54°09'04" EAST 6.22 FEET; THENCE SOUTH 18°18'23" EAST 32.57 FEET; THENCE SOUTH 68°03'01" EAST 40.95 FEET; THENCE SOUTH 55°21'41" EAST 67.02 FEET; THENCE SOUTH 74°05'01" EAST 37.25 FEET; THENCE NORTH 70°26'59" EAST 41.47 FEET; THENCE SOUTH 49°53'49" EAST 20.97 FEET; THENCE SOUTH 34°38'31" EAST 72.74 FEET; THENCE SOUTH 42°15'26" EAST 60.88 FEET TO POINT OF BEGINNING #2.

THENCE FROM SAID POINT "B", ALONG THE SOUTH LINE OF SAID EXISTING CONSERVATION EASEMENT, SOUTH 78°49'00" WEST 8.03 FEET AND SOUTH 50°29'10" WEST 6.68 FEET TO POINT OF BEGINNING #3; THENCE SOUTH 04°05'07" WEST 43.04 FEET; THENCE SOUTH 53°06'10" WEST 92.56 FEET; THENCE SOUTH 67°12'35" WEST 66.16 FEET; THENCE SOUTH 45°55'44" WEST 86.04 FEET; THENCE SOUTH 40°03'57" WEST 51.43 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 103.14 FEET, AN ARC LENGTH OF 21.48 FEET, A CENTRAL ANGLE OF 11°56'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°19'40" WEST 21.44 FEET; THENCE SOUTH 55°28'32" WEST 75.92 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 116.00 FEET, AN ARC LENGTH OF 35.59 FEET, A CENTRAL ANGLE OF 17°34'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 46°41'12" WEST 35.45 FEET; THENCE SOUTH 37°53'53" WEST 17.71 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 13.85 FEET, A CENTRAL ANGLE OF 22°40'33", AND A CHORD BEARING AND DISTANCE OF SOUTH 26°33'37" WEST 13.76 FEET; THENCE NORTH 01°51'01" WEST 86.55 FEET TO A POINT ON THE SOUTH LINE OF SAID EXISTING CONSERVATION EASEMENT; THENCE ALONG SAID EXISTING CONSERVATION EASEMENT FOR THE NEXT 8 COURSES; (1) NORTH 39°49'40" EAST 15.00 FEET; (2) NORTH 16°25'34" EAST 22.00 FEET; (3) NORTH 60°37'33" EAST 22.00 FEET; (4) NORTH 84°51'30" EAST 46.00 FEET; (5) NORTH 33°24'23" EAST 30.00 FEET; (6) NORTH 58°49'32" EAST 187.00 FEET; (7) NORTH 57°00'50" EAST 51.00 FEET; (8) NORTH 50°29'10" EAST 74.32 FEET TO POINT OF BEGINNING #3.

*Approved
JM
10/29/20*



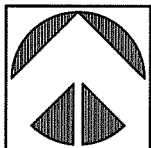
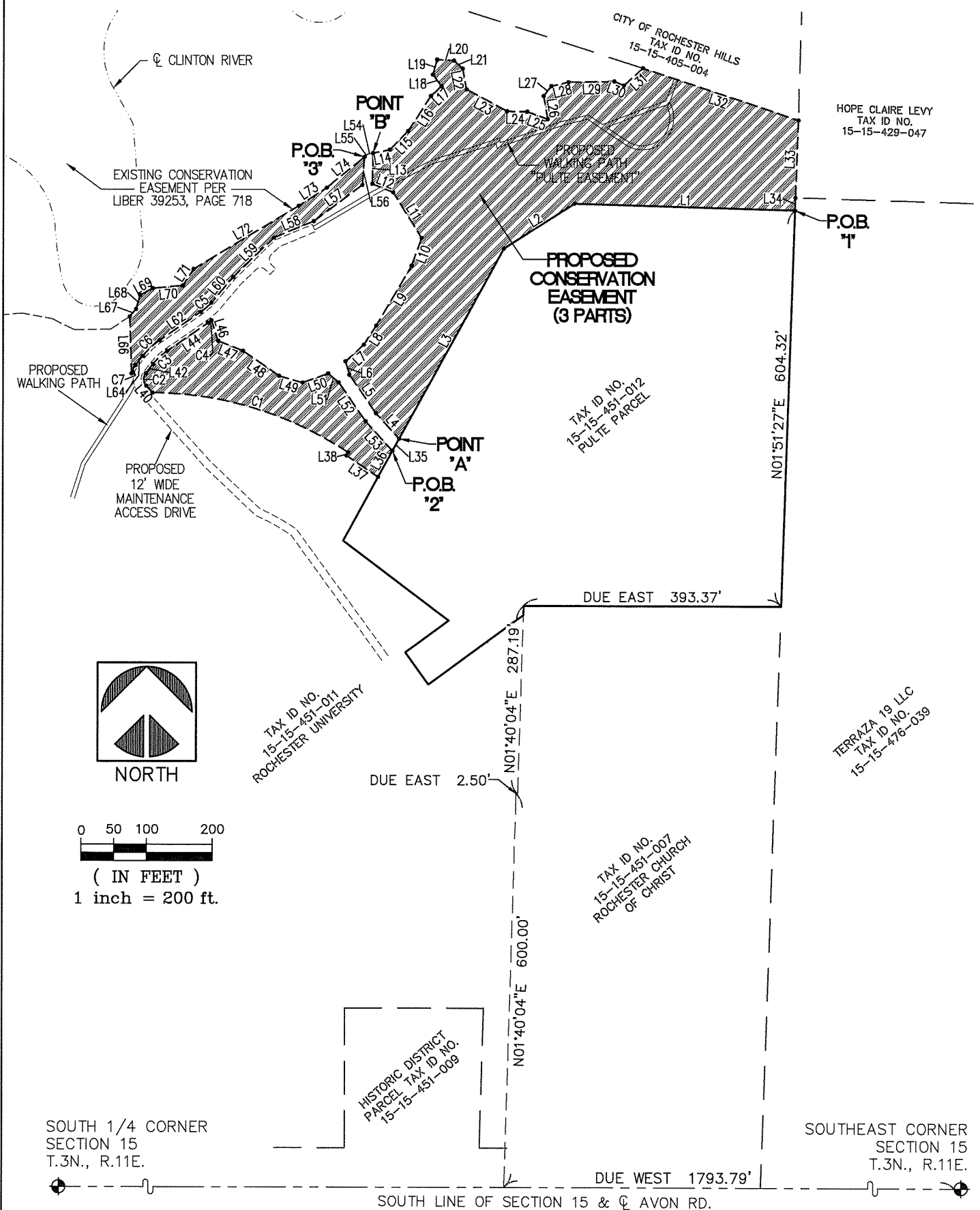
EXHIBIT "B" - LEGAL DESCRIPTION OF CONSERVATION EASEMENT AREA	
FOR: ROCHESTER UNIVERSITY CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	
<i>The Umlor Group</i> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: JOC CHKD BY: TO DATE: 09-29-2020 SHT. NO.: 1 OF 1

EXHIBIT C

Conservation Easement Area Drawing

(see attached)

EXHIBIT "C" - CONSERVATION EASEMENT AREA



0 50 100 200
 (IN FEET)
 1 inch = 200 ft.

The UMLOR Group
 LAND DEVELOPMENT SERVICES

EXHIBIT "C" CONSERVATION EASEMENT AREA	
FOR: ROCHESTER UNIVERSITY CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	
The Umlor Group 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: JOC CHKD BY: TO DATE: 09-29-2020 SHT. NO.: 1 OF 2

11 Approved JM

EXHIBIT "C" - CONSERVATION EASEMENT AREA

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°21'57"W	336.59'
L2	S57°20'54"W	128.22'
L3	S28°45'21"W	331.30'
L4	N42°15'26"W	52.67'
L5	N34°38'31"W	71.79'
L6	N16°21'23"W	21.06'
L7	N47°22'35"E	38.04'
L8	N33°07'39"E	34.67'
L9	N30°27'16"E	106.00'
L10	N19°53'41"E	44.64'
L11	N31°57'15"W	82.47'
L12	N67°52'52"W	34.36'
L13	N01°09'57"E	47.19'
L14	N78°49'00"E	25.97'
L15	N44°40'52"E	40.00'
L16	N33°27'30"E	63.00'
L17	N47°16'26"E	22.00'
L18	N36°47'09"W	22.00'
L19	N15°19'47"E	24.00'
L20	S86°13'03"E	26.00'
L21	S46°35'39"E	18.00'
L22	S10°58'37"E	32.00'
L23	S61°57'59"E	70.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L24	S88°57'30"E	31.00'
L25	S70°52'28"E	33.00'
L26	N10°18'33"W	35.00'
L27	N37°53'21"E	19.00'
L28	N76°49'13"E	27.00'
L29	N89°06'21"E	70.00'
L30	S67°50'34"E	16.00'
L31	N47°41'54"E	38.92'
L32	S71°53'04"E	250.09'
L33	S02°10'13"W	118.12'
L34	S01°51'27"W	19.46'
L35	S28°45'21"W	21.15'
L36	S28°45'21"W	45.49'
L37	N56°06'38"W	58.22'
L38	N33°10'35"E	5.34'
L40	N41°44'15"W	14.25'
L42	N37°53'53"E	17.71'
L44	N55°28'32"E	75.92'
L46	S18°18'23"E	32.57'
L47	S68°03'01"E	40.95'
L48	S55°21'41"E	67.02'
L49	S74°05'01"E	37.25'
L50	N70°26'59"E	41.47'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	S49°53'49"E	20.97'
L52	S34°38'31"E	72.74'
L53	S42°15'26"E	60.88'
L54	S78°49'00"W	8.03'
L55	S50°29'10"W	6.68'
L56	S04°05'07"W	43.04'
L57	S53°06'10"W	92.56'
L58	S67°12'35"W	66.16'
L59	S45°55'44"W	86.04'
L60	S40°03'57"W	51.43'
L62	S55°28'32"W	75.92'
L64	S37°53'53"W	17.71'
L66	N01°51'01"W	86.55'
L67	N39°49'40"E	15.00'
L68	N16°25'34"E	22.00'
L69	N60°37'33"E	22.00'
L70	N84°51'30"E	46.00'
L71	N33°24'23"E	30.00'
L72	N58°49'32"E	187.00'
L73	N57°00'50"E	51.00'
L74	N50°29'10"E	74.32'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	543.93'	317.12'	33°24'15"	N72°59'56"W	312.65'
C2	15.00'	20.85'	79°38'08"	N01°55'11"W	19.21'
C3	96.00'	29.45'	17°34'38"	N46°41'12"E	29.34'
C4	117.33'	6.23'	3°02'24"	N54°09'04"E	6.22'
C5	103.14'	21.48'	11°56'00"	S49°19'40"W	21.44'
C6	116.00'	35.59'	17°34'38"	S46°41'12"W	35.45'
C7	35.00'	13.85'	22°40'33"	S26°33'37"W	13.76'



12 Approved Jm

EXHIBIT "C" CONSERVATION EASEMENT AREA	
FOR: ROCHESTER UNIVERSITY CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN	
<i>The Umlor Group</i> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: JOC CHKD BY: TO DATE: 09-29-2020 SHT. NO.: 2 OF 2

EXHIBIT D

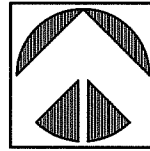
Pathway
(see attached)

EXHIBIT "D" - PATHWAY

FOR: ROCHESTER UNIVERSITY
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

The Umlor Group
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

DRAWN BY: JOC
CHKD BY: TO
DATE: 09-29-2020
SHT. NO.: 1 OF 1



NORTH

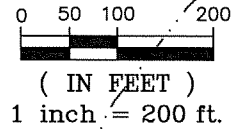
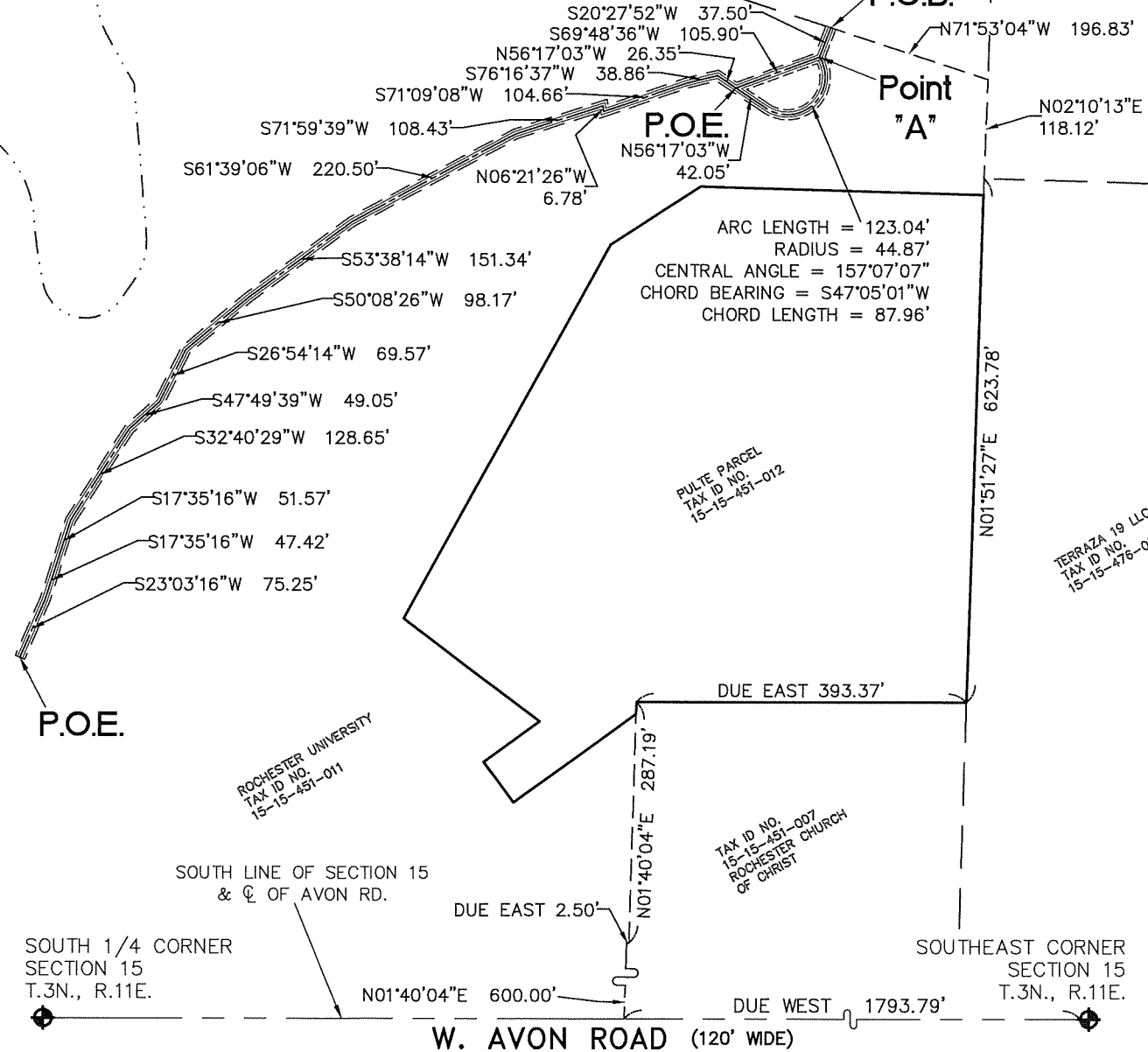


EXHIBIT "D" - PATHWAY



LEGAL DESCRIPTION FOR 12 FOOT WIDE NATURE PATH EASEMENT

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

CENTERLINE FOR A PROPOSED 12 FOOT WIDE PATHWAY EASEMENT IN PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF AVON ROAD, DUE WEST 1793.79 FEET TO THE WEST BOUNDARY LINE OF THE ROCHESTER CHURCH OF CHRIST PARCEL; THENCE, ALONG SAID WEST BOUNDARY LINE, NORTH 01°40'04" EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST, 287.19 FEET TO THE NORTH BOUNDARY LINE OF SAID ROCHESTER CHURCH OF CHRIST PARCEL; THENCE, ALONG SAID NORTH BOUNDARY LINE, DUE EAST 393.37 FEET TO THE WEST BOUNDARY LINE OF THE TERRAZA 19 LLC PARCEL; THENCE, ALONG SAID WEST BOUNDARY LINE, NORTH 01°51'27" EAST 623.78 FEET TO THE SOUTHWEST CORNER OF THE HOPE CLAIRE LEVY PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID HOPE CLAIRE LEVY'S PARCEL, NORTH 02°10'13" EAST 118.12 FEET TO THE SOUTHEAST CORNER OF THE CITY OF ROCHESTER HILLS PARCEL; THENCE ALONG THE SOUTH LINE OF SAID CITY OF ROCHESTER HILLS PARCEL, NORTH 71°53'04" WEST 196.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20°27'52" WEST 37.50 FEET TO POINT "A"; THENCE SOUTH 69°48'36" WEST 105.90 FEET; THENCE NORTH 56°17'03" WEST 26.35 FEET; THENCE SOUTH 76°16'37" WEST 38.86 FEET; THENCE SOUTH 71°09'08" WEST 104.66 FEET; THENCE NORTH 06°21'26" WEST 6.78 FEET; THENCE SOUTH 71°59'39" WEST 108.43 FEET; THENCE SOUTH 61°39'06" WEST 220.50 FEET; THENCE SOUTH 53°38'14" WEST 151.34 FEET; THENCE SOUTH 50°08'26" WEST 98.17 FEET; THENCE SOUTH 26°54'14" WEST 69.57 FEET; THENCE SOUTH 47°49'39" WEST 49.05 FEET; THENCE SOUTH 32°40'29" WEST 128.65 FEET; THENCE SOUTH 17°35'16" WEST 51.57 FEET; THENCE SOUTH 17°35'16" WEST 47.42 FEET; THENCE SOUTH 23°03'16" WEST 75.25 FEET TO A POINT OF ENDING; THENCE, FROM SAID POINT "A", ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 157°07'07", AN ARC DISTANCE OF 123.04 FEET, WITH A RADIUS OF 44.87 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 47°05'01" WEST 87.96 FEET; THENCE NORTH 56°17'03" WEST 42.05 FEET TO THE FINAL POINT OF ENDING.

Approved Jm 10/29/20