



CO-OPERATIVE STEWARDSHIP AGREEMENT FOR CONSERVATION EASEMENT

This Co-operative Stewardship Agreement for Conservation Easement ("Agreement") is made as of May 30, 2007, by and among the Oakland Land Conservancy, a Michigan nonprofit corporation ("Conservancy"), and Rochester College, a Michigan nonprofit corporation ("Owner").

RECITALS:

- **A.** The Conservancy and Owner have mutual goals with respect to the protection of the functions and values of existing or established wetlands and their natural resource values.
- **B.** Owner owns certain property located in the City of Rochester Hills, Oakland County, Michigan, more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by reference ("Owner's Land"), which includes certain wetlands areas.
- **C.** Owner has obtained a permit from the Michigan Department of Environmental Quality ("MDEQ") (Permit Number 05-63-0227-P), issued October 25, 2005, which permits Owner to fill three areas of wetlands on Owner's Land totaling 0.68 acres ("MDEQ Permit").
- **D.** As a condition of the MDEQ Permit, Owner has granted a conservation preservation easement ("Conservation Easement") to MDEQ over 8.79 acres of existing wetlands on Owner's Land, in the area more particularly described on Exhibit B, and depicted on Exhibit C, both of which are attached hereto and incorporated herein by reference ("Conservation Easement Area").
- E. Owner entered into a Planned Unit Development Agreement with the City of Rochester Hills dated January 30, 2006, recorded in Liber 37065, Page 179, Oakland County Records ("PUD Agreement"), which provided that if Owner obtains the concurrence of the Conservancy, Owner will grant a conservation easement to the Conservancy over the Conservation Easement Area, on terms mutually agreeable to Owner and the Conservancy.
- **F.** In the spirit of cooperation, for the purpose of fulfilling the purpose of the PUD Agreement and preserving the wetlands in the Conservation Easement Area, the parties



O.C. KE

agree to enter into a cooperative stewardship arrangement regarding the preservation and maintenance of the Conservation Easement Area, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings of the parties as set forth in this Agreement, the parties agree as follows:

- A. The Conservancy shall have the following rights and obligations with respect to the Conservation Easement and the Conservation Easement Area:
 - 1. The Conservancy shall not be permitted to initiate any work on the Conservation Easement Area except as authorized under the MDEQ Permit or MDEQ approved management plan, and with the consent of Owner.
 - 2. The Conservancy shall comply with the "Statements of Land Trust Standards and Practices" prepared by the Land Trust Alliance, as that document is updated and amended from time to time.
 - 3. The Conservancy shall inspect the Conservation Easement Area and prepare a report that describes the physical condition of the Conservation Easement Area at the present time for the purpose of establishing a baseline against which to compare any changes to the Conservation Easement Area in the future ("Baseline Report"). The Baseline Report must be accepted in writing by Owner and the Conservancy.
 - 4. The Conservancy shall have the right and the obligation to inspect the Conservation Easement Area one time per year to document the condition of the Conservation Easement Area as compared to the Baseline Report and to determine whether the Owner is acting in accordance with Conservation Easement. The Conservancy shall provide Owner with written notice no less than fifteen (15) days prior to inspecting the Conservation Easement Area and invite Owner to participate in such inspection. The Conservancy shall provide a copy of the annual monitoring report to Owner and the MDEQ.
 - 5. The Conservancy shall create a management plan in partnership with Owner that details the goals and implementation actions that manage and enhance the ecosystems of the Conservation Easement Area ("Management Plan"), which shall be approved in writing by Owner and the Conservancy. The Management Plan shall not impose any obligations or restrictions upon Owner in excess of those provided for in the Conservation Easement.
 - 6. The Conservancy shall offer to assist Owner with ecosystem management of the Conservation Easement Area that is in accordance with an approved Management Plan by providing one field stewardship workday per year, inviting participation from faculty, staff, students, and public and providing education regarding the Conservation Easement Area and stewardship of its natural resources. At Owner's request, the Conservancy shall also assist Owner with ecosystem management that

requires resources beyond the one annual field stewardship workday and is in accordance with an approved Management Plan by assisting with grant applications and project planning and providing letters of support.

- 7. The Conservancy shall respond to reports of potential violations of the Conservation Easement and report findings and Owner, and may report any actual or threatened violations of the Conservation Easement to the MDEQ and Owner and request that the MDEQ exercise its enforcement authority under the Conservation Easement to prevent or correct such violations. The Conservancy shall have no authority to enforce any of the provisions of the Conservation Easement.
- 8. The Conservancy shall timely respond to inquiries from faculty, students, and the public regarding the Conservation Easement Area and the stewardship of natural resources in the Conservation Easement Area.
- 9. The Conservancy shall have the right to enter the Conservation Easement Area at reasonable times on reasonable notice to Owner to monitor the Conservation Easement Area and perform other functions allowed or required by this Agreement. The Conservancy may not, however, interfere with Owner's use and quiet enjoyment of the Owner's Land.
- 10. The Conservancy shall have no right to permit others to enter the Conservation Easement Area. However, upon prior arrangement with the Owner, the Conservancy may invite small groups of naturalists, scientists, students, or Conservancy members to enter the Conservation Easement Area for educational or scientific purposes under Conservancy supervision.
- 11. The Conservancy shall have access to the Conservation Easement Area through the two areas of Owner's Land depicted in the diagram on Exhibit D attached hereto and incorporated herein by reference, which may be modified from time to time. The Conservancy shall not be permitted access to any other areas of Owner's Land. The Conservancy shall not cause any damage or disruption to Owner's Land, and shall not make any modifications to the Conservation Easement Area, or any vegetation contained therein, without the prior written consent of Owner.
- B. Owner shall have the following obligations under this Agreement:
 - 1. Owner shall review the Baseline Report and Management Plan created by Conservancy and provide approval of these documents in writing, provided that Owner is in agreement with the Baseline Report and Management Plan.
 - 2. Owner shall use the Conservation Easement Area only in accordance with an approved Management Plan and the Conservation Easement.

LIBER3 9 2 5 3 10 7 2 1

- 3. Owner shall place and maintain, at Owner's expense, signs, fences, or other suitable markings along the Conservation Easement Area to clearly demarcate the boundary of the Conservation Easement Area, in accordance with the Conservation Easement.
- 4. Owner shall pay to the Conservancy the amount of \$7,500, to be deposited into the Oakland Land Conservancy Endowment Fund at the Community Foundation for Southeastern Michigan, as an endowment toward the Conservancy's costs for monitoring and stewardship of the Conservation Easement Area and for all activities of the Conservancy under this Agreement as Owner's full contribution for any expenses under this Agreement, and Owner shall have no further financial obligations under this Agreement to the Conservancy or otherwise. The Conservancy shall place such amount in a restricted fund to be used only for the costs of monitoring, and stewardship of the Conservation Easement Area.

C. Miscellaneous:

- 1. To the extent there is any conflict or inconsistency between this Agreement and the Conservation Easement, the terms and conditions of the Conservation Easement shall control and be binding on the parties and shall supersede any conflicting or inconsistent terms in this Agreement.
- 2. For purposes of notices or any other writing permitted or required to be given under this Agreement, such notice shall be given in person or by first class mail, certified mail, or delivery by overnight courier service to the parties at the following addresses, as may be changed from time to time by notice hereunder being provided to the other parties:

If to Conservancy:

Oakland Land Conservancy

P.O. Box 80902

Rochester, Michigan 48308

Attention: Donna Folland, Executive Director

If to Owner:

Rochester College 800 West Avon Road Rochester Hills, Michigan Attention: Director of Facilities

- 3. This Agreement does not grant or convey to the Conservancy, the MDEQ or any other person or entity any right to possession or use of the Conservation Easement Area except as expressly provided herein.
- 4. Except as provided herein and in the Conservation Easement, Owner, for itself and its successors and assigns, retains all rights with respect to the Conservation Easement Area.

- 5. This Agreement is binding upon, and inures to the benefit of the parties and their successors and assigns, and shall run with the land. Notwithstanding the foregoing to the contrary, in the event the Conservation Easement is extinguished or terminated, then this Agreement shall also terminate and be of no further force and effect without any further action by any party to this Agreement.
- 6. This Agreement and the Conservation Easement set forth the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous discussions, understandings and agreements related thereto. No amendment, alteration or modification of this Agreement shall be valid and binding unless in writing and signed by all parties and recorded in the Oakland County Records.
- 7. This Agreement shall be governed by and construed in accordance with Michigan law.

In Witness Whereof, the parties have executed this Agreement on the date first above written. In signing this Agreement, each signatory represents and warrants that he or she has the authority to bind the party for which such signatory is signing this Agreement.

> ROCHESTER COLLEGE, a Michigan nonprofit corporation

By:_	Alg	B. Warter
	ALAN B.	WAITES
Its:_	CFO	

STATE OF MICHIGAN) ss. COUNTY OF OAKLAND

The foregoing was acknowledged before me this 26 day of March 2007, by Alan Blunites, the CFO of Rochester College, a

Michigan nonprofit corporation on behalf of the corporation.

Notary Public County, Michigan

Acting in <u>Nay Invol</u> County, Michigan

My commission expires: 8-1-08

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

OAKLAND LAND CONSERVANCY, a Michigan nonprofit corporation

By: Lorna D. Mc Even
LORNA D. McEWEN

Its: President

STATE OF MICHIGAN)) ss. COUNTY OF OAKLAND)

The foregoing was acknowledged before me this 30+4 day of May 2007, by Lorna D. Mc Ewen, the President of Oakland Land Conservancy, a Michigan nonprofit corporation, on behalf of the corporation.

Notary Public

Wayne County, Michigan

Acting in Oakland County, Michigan

My commission expires:

SUSAN M. HAYES
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 25, 2011
Acting in the County of OAKLAMD

Prepared by and when recorded return to:

John D. Gaber Williams, Williams, Rattner & Plunkett, P.C. 380 N. Old Woodward Avenue, Suite 300 Birmingham, Michigan 48009

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

LIBER39253 BB726

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":

L1SOUTH 28° 44' 54" EAST 31 FEET SOUTH 50° 47' 04" EAST L245 FEET SOUTH 68° 26' 18" EAST L3 39 FEET L4SOUTH 82° 52' 42" EAST 72 FEET L5 NORTH 89° 03' 41" EAST 77 FEET L6 NORTH 75° 52' 26" EAST 49 FEET NORTH 52° 16' 40" EAST L7 28 FEET NORTH 47° 23' 27" EAST L8 79 FEET NORTH 50° 55' 25" EAST L9 43 FEET NORTH 60° 11' 42" EAST 105 FEET L10

LIBER 3 9 2 5 3 19 7 2 7

EXHIBIT B (PAGE 2 OF 3)

L11	L NORTH	1 31°	43	401	" EAST	48	FEET
L12	NORTH	I 36°	21'	10'	" EAST		
L13	NORTH	I 21°	07'	23 '			
L14	NORTH	1 31°	35'	25'	' EAST	79	
L15	NORTH	I 60°	41'	291	' EAST	35	
L16	NORTH	T 71°	ا 39	50'	' EAST	85	
L17	NORTH	85°	00'	58	' EAST	63	
L18	SOUTH	78°	48'	16"	EAST	44	
L19	NORTH	85°	361	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°	431	02"		33	FEET
L25	SOUTH	28°	01'	15"	EAST	23	FEET
L26	NORTH	80°	341	23"	EAST	12	FEET
L27	NORTH	03°	421	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°	120	56"	EAST	73	FEET
L33	NORTH	85°	201	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°	371 :	31"	EAST	22	FEET
L41	NORTH	840	51' :	28"	EAST	46	FEET
L42	NORTH		24 1	21"	EAST	30	FEET
L43	NORTH			30"	EAST	187	FEET
L44	NORTH			18"	EAST	51	FEET
L45	NORTH	50° 2	29' (98"	EAST	81	FEET
L46	NORTH				EAST	34	FEET
L47	NORTH -		10' 5	0 п	EAST	40	FEET
L48			27' 2	8" (EAST	63	FEET
L49					EAST	22	FEET
L50			7' 1		WEST	22	FEET
L51	NORTH :		9 4		EAST	24	FEET
L52	SOUTH 8		3 ' 0	5" I	EAST	26	FEET
L53	SOUTH 4	16° 3	5'4	1" F	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 LIBER 3 9 2 5 3 1667 2 9
CONSERVATION EASEMENT DRAWING

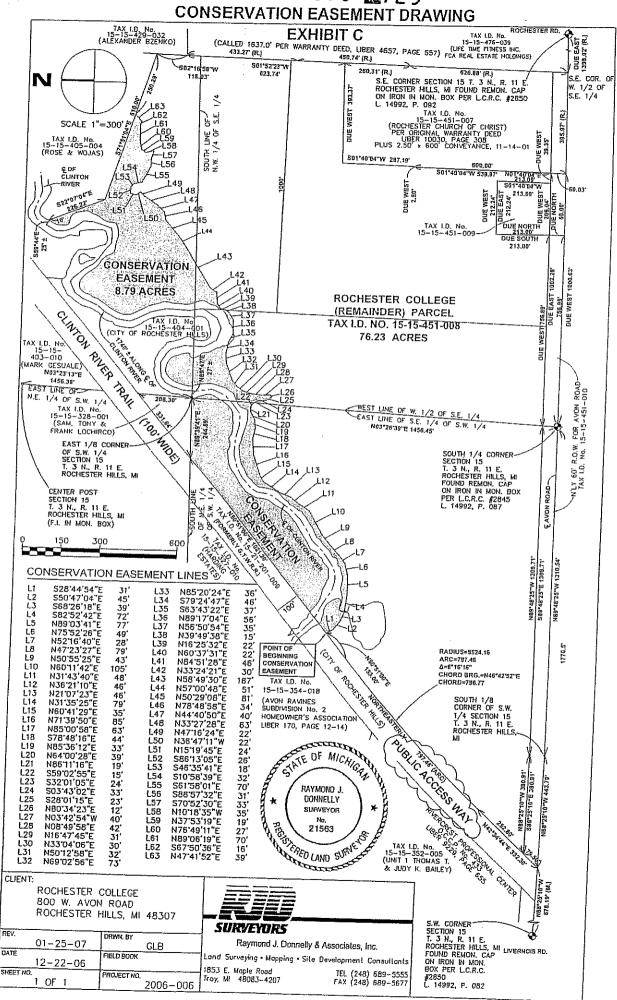


EXHIBIT D LIBER 3 9 2 5 3 16 7 3 0 CONSERVATION EASEMENT ACCESS

