

AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created December 18, 2008, by and between City of Rochester Hills (name) married/single (circle one), or corporation, partnership, municipality, or limited liability company (circle one), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309 (Grantor) and the Michigan Department of Environmental Quality (MDEQ), whose address is, Constitution Hall, 1st Floor South, P.O. Box 30458, Lansing, Michigan 48909-7958; or 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in (circle one) the Township City of Rochester Hills, Oakland County, and State of Michigan, legally described in Exhibit A.

MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee/Grantor has applied for a Permit (MDEQ File Number 08-63-0137P) pursuant to Part 303 to authorize activities that will impact regulated wetland. The MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

Permittee/Grantor has agreed to grant the MDEQ a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately 0.32 acres. A survey map depicting the easement premises is attached as Exhibit C. The MDEQ shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises consistent with the Permit and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.
2. Except as authorized under MDEQ Permit Number 08 - 63 - 0137P issued on 08 / 28 /2008 or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from altering or developing the Easement Premises in any way. This includes, but is not limited to:

- a) Alteration of the topography;
 - b) Creation of paths, trails, or roads;
 - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
 - d) Dredging, removal, or excavation of any soil or minerals;
 - e) Drainage of surface or groundwater;
 - f) Construction or placement of any structure;
 - g) Plowing, tilling, or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching; grazing; farming;
 - j) Construction of unauthorized utility or petroleum lines;
 - k) Storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Easement Premises;
 - l) Use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - m) Placement of billboards or signage, except as otherwise allowed in the Permit or this Agreement;
 - n) Use of the wetland for the dumping of untreated stormwater at a volume that adversely impacts the hydrology of the wetland.
3. Cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for 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 non-native plant species that endanger the health of native species; or as otherwise provided in the MDEQ approved Management Plan for the Easement Premises.
 4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes; or natural disasters such as unintentional fires, floods, storms, or natural earth movement.
 5. Grantor may perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor shall provide 5 days notice of undertaking any mitigation activity even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project, or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
 6. Grantor warrants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
 7. Grantor warrants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the MDEQ.
 8. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of, or deposited in or on the property.
 9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
 10. Grantor shall continue to have all rights and responsibilities as owner of the property subject to this Agreement. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Premises, to the extent it may be required by law.
 11. Grantee and its authorized employees and agents may enter the Easement Premises upon reasonable notice to Grantor to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for the purpose of taking

corrective actions for failure to comply. If Grantee is entering the easement premises for purposes of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.

12. This Agreement shall be binding upon the successors and assigns of the parties shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
14. In addition to the right of the parties to enforce this Agreement, it is also enforceable by others against the owner of the land in accordance with Part 21, Subpart 11 of the NREPA, MCL 324.2140 et seq, as amended.
15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.
17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement will be construed in accordance with Michigan law. All legal action related to this conservation easement must be filed and pursued in Michigan state courts.
20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed, Grantor shall place and maintain at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises, or as otherwise provided in the permit.

LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks such as nearby roads to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that MDEQ staff will use for ingress and egress to and from the Easement Premises; or if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes MDEQ staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.

EXHIBIT A

PARENT PARCEL FOR WETLAND BB (15-29-202-005)

Part of the Northeast 1/4 of Section 29, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 29; thence S 03°02'55" W 596.05 feet; thence N 42°49'28" E 64.26 feet to the South Right of Way line of Hamlin Road (150 feet wide); thence N 81°08'32" E 188.06 feet along said Right of Way; thence along a curve to the right having a radius of 1390.00 feet, a delta of 25°56'06", along chord bearing S 84°58'20" E 623.83 feet, and an arc length of 629.19 feet; thence S 69°43'13" E 60.78 feet to the Point of Beginning; thence S 69°43'13" E 315.57 feet; thence along a curve to the left having a radius of 635.00 feet, a delta of 69°44'12", along chord bearing N 73°07'37" E 726.05 feet, and an arc length of 772.88 feet; thence N 38°15'31" E 326.84 feet; thence along a curve to the right having a radius of 365.00 feet, a delta of 08°36'54", along chord bearing N 42°33'57" E 54.83 feet, an arc length of 54.88 feet to the West Right of Way line of Crooks Road (120 feet Wide); thence S 35°02'48" E 360.95 feet along said Right of Way to the North Right of way line of the Grand Trunk Western Railroad (100 feet wide); thence along said Right of Way a curve to the right having a radius of 5721.09 feet, a delta of 05°15'12", along chord bearing S 62°47'28" W 524.37 feet, and arc length of 524.55 feet; thence S 65°25'04" W 826.23 feet; thence N 24°34'56" W 528.49 feet to the Point of Beginning. Contains 7.624 acres more or less.

CAD: SH	SCALE: 1" = 200'	HAMLIN ROAD – WETLAND BB PART OF NE 1/4 OF SECTION 29 T 3 N, R 11 E, CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	01-06-09
DESIGN:	0190-08-0013		DATE
ENG:	CONSERV-ESMT		
	DRAWING NAME	CLIENT: CITY OF ROCHESTER HILLS	SHEET: 1 OF 1

EXHIBIT B

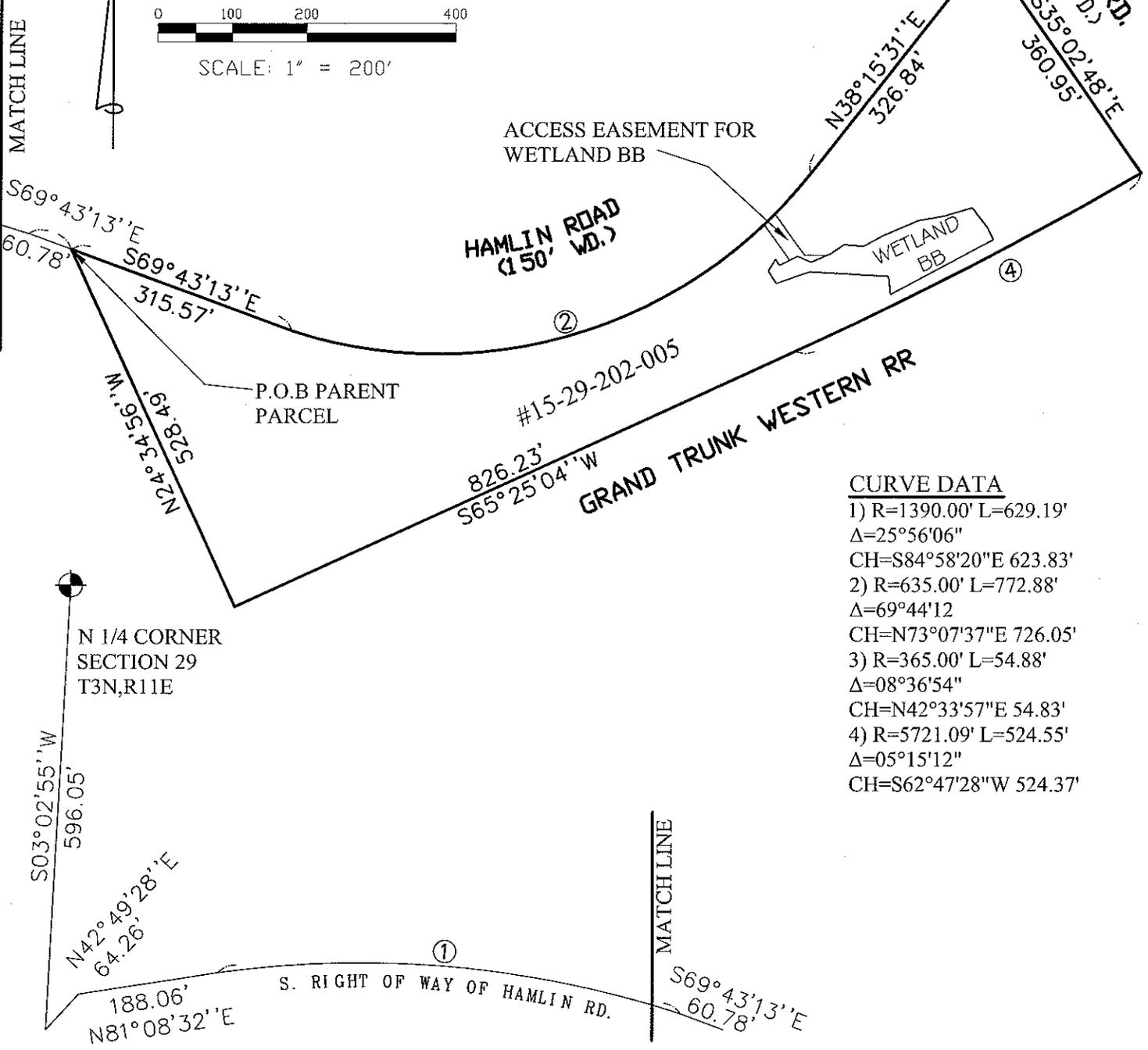
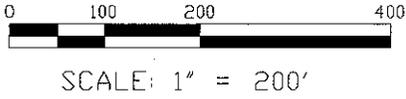
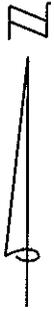
WETLAND BB (PART OF 15-29-202-005)

Part of the Northeast 1/4 of Section 29, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 29; thence S 03°02'55" W 596.05 feet; thence N 42°49'28" E 64.26 feet to the South Right of Way line of Hamlin Road (150 feet wide); thence N 81°08'32" E 188.06 feet along said Right of Way; thence along a curve to the right having a radius of 1390.00 feet, a delta of 25°56'06", along chord bearing S 84°58'20" E 623.83 feet, and an arc length of 629.19 feet; thence S 69°43'13" E 376.35 feet; thence along a curve to the left having a radius of 635.00 feet, a delta of 61°28'15", along chord bearing N 77°15'36" E 649.06 feet, and an arc length of 681.27 feet; thence S 35°44'41" E 59.30 feet to the Point of Beginning; thence N 63°27'13" E 11.56 feet; thence S 66°40'39" E 19.73 feet; thence N 66°33'31" E 27.54 feet; thence N 56°05'52" E 22.94 feet; thence S 84°48'28" E 26.28 feet; thence N 61°23'04" E 30.72 feet; thence N 66°56'23" E 50.81 feet; thence N 80°02'27" E 35.16 feet; thence N 73°25'05" E 39.24 feet; thence S 38°11'43" E 33.56 feet; thence S 25°28'41" E 18.24 feet; thence S 61°53'58" W 156.97 feet; thence N 05°48'00" W 24.57 feet; thence N 86°43'02" W 105.84 feet; thence S 70°53'32" W 47.44 feet; thence N 34°07'56" W 20.15 feet; thence N 31°58'23" E 18.90 feet; thence S 31°50'05" E 9.38 feet; thence S 75°28'56" E 0.97 feet; thence N 63°27'13" E 14.94 feet to the Point of Beginning.

CAD: SH	SCALE: 1" = 200'	HAMLIN ROAD – WETLAND BB PART OF NE 1/4 OF SECTION 29 T 3 N, R 11 E, CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	01-06-09
DESIGN:	0190-08-0013 JOB NUMBER		DATE
ENG:	CONSERV-ESMT		
	DRAWING NAME	CLIENT: CITY OF ROCHESTER HILLS	SHEET: 1 OF 1

EXHIBIT C

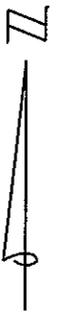


CURVE DATA

- 1) R=1390.00' L=629.19'
Δ=25°56'06"
CH=S84°58'20"E 623.83'
- 2) R=635.00' L=772.88'
Δ=69°44'12"
CH=N73°07'37"E 726.05'
- 3) R=365.00' L=54.88'
Δ=08°36'54"
CH=N42°33'57"E 54.83'
- 4) R=5721.09' L=524.55'
Δ=05°15'12"
CH=S62°47'28"W 524.37'

CAD: SH	SCALE: 1" = 200'	HAMLIN ROAD - WETLAND BB	01-06-09
DESIGN:	0190-08-0013		DATE
ENG:	CONSERV-ESMT	PART OF NE 1/4 OF SECTION 29 T 3 N, R 11 E, CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	
	DRAWING NAME	CITY OF ROCHESTER HILLS	SHEET: 1 OF 3

EXHIBIT C



SCALE: 1" = 100'

HAMLIN ROAD
(150' WD.)

ACCESS EASEMENT FOR
WETLAND BB

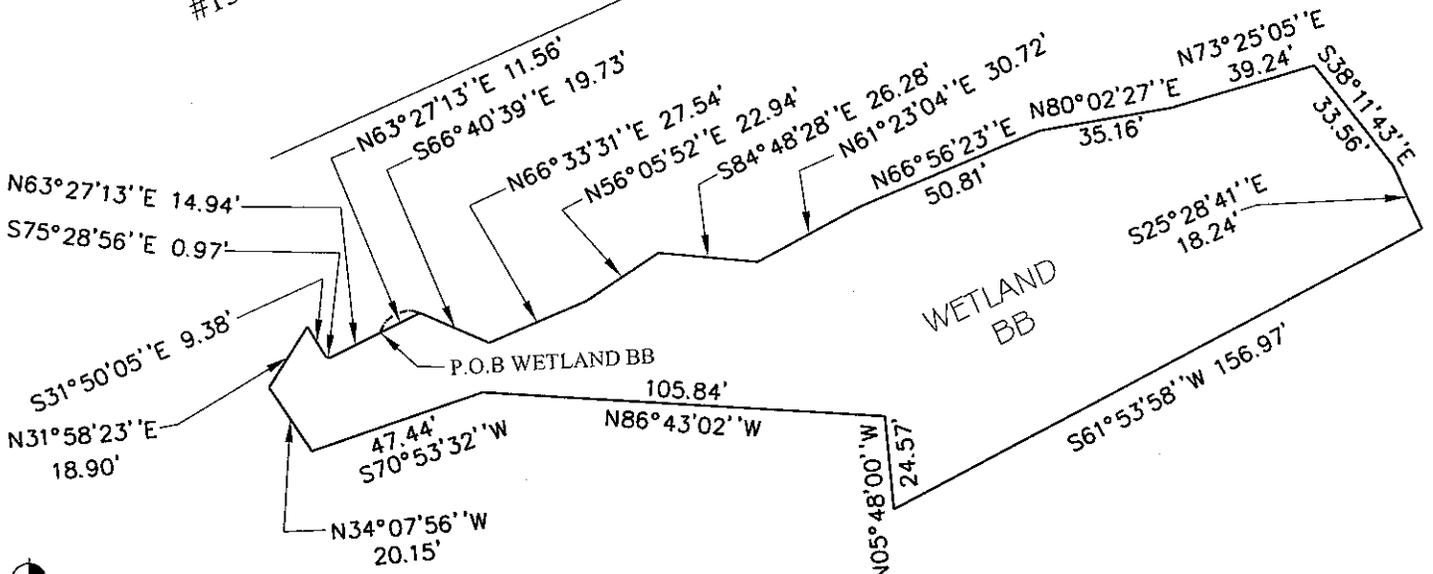
WETLAND
BB

P.O.B ACCESS EASEMENT

P.O.B WETLAND BB

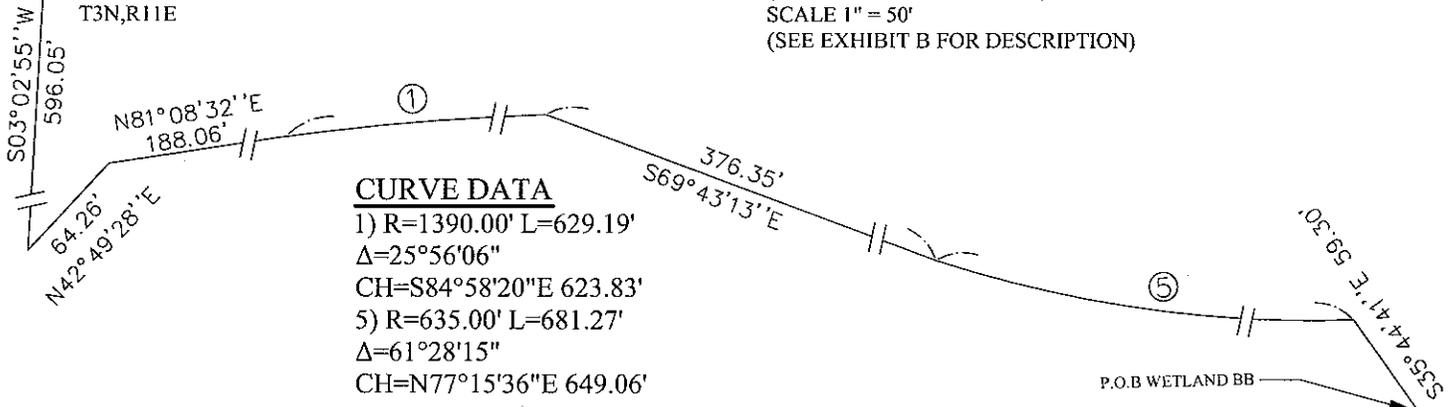
GRAND TRUNK WESTERN RR

#15-29-202-005



N 1/4 CORNER
SECTION 29
T3N,R11E

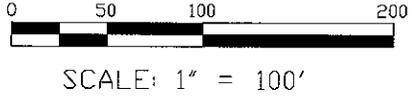
(DETAIL OF WETLAND BB)
SCALE 1" = 50'
(SEE EXHIBIT B FOR DESCRIPTION)



CURVE DATA
 1) R=1390.00' L=629.19'
 Δ=25°56'06"
 CH=S84°58'20"E 623.83'
 5) R=635.00' L=681.27'
 Δ=61°28'15"
 CH=N77°15'36"E 649.06'

CAD: SH	SCALE: 1" = 200'	HAMLIN ROAD - WETLAND BB	01-06-09
DESIGN:	0190-08-0013 JOB NUMBER		DATE
ENG:	CONSERV-ESMT	PART OF NE 1/4 OF SECTION 29 T 3 N, R 11 E, CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	
DRAWING NAME	CLIENT:	CITY OF ROCHESTER HILLS	SHEET: 2 OF 3

EXHIBIT C



HAMLIN ROAD
(150' WD.)

#15-29-202-005

ACCESS EASEMENT FOR
WETLAND BB (see detail)

WETLAND
BB

P.O.B ACCESS EASEMENT
(see detail)

P.O.B WETLAND BB
(see sheet 3 for details)

GRAND TRUNK WESTERN RR

P.O.B ACCESS EASEMENT

(DETAIL OF ACCESS EASEMENT FOR WETLAND BB)
NOT TO SCALE
(SEE EXHIBIT D FOR DESCRIPTION)

CURVE DATA

- 1) R=1390.00' L=629.19'
Δ=25°56'06"
CH=S84°58'20"E 623.83'
- 5) R=635.00' L=681.27'
Δ=61°28'15"
CH=N77°15'36"E 649.06'
- 6) R=635.00' L=20.23'
Δ=01°49'31"
CH=N45°36'42"E 20.23'

N 1/4 CORNER
SECTION 29
T3N,R11E

S03°02'55"W
596.05'

N81°08'32"E
188.06'

64.26'
N42°49'28"E

①

376.35'
S69°43'13"E

S63°27'13"W
11.56'

N66°40'39"W
19.73'

S89°12'51"E
29.10'

22.34'
S66°33'31"W

⑥

S35°44'41"E 68.55'
N35°44'41"W 59.30'

⑤

P.O.B ACCESS EASEMENT

CAD: SH	SCALE: 1" = 200'	HAMLIN ROAD - WETLAND BB	01-06-09
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ENG:	CONSERV-ESMT	PART OF NE 1/4 OF SECTION 29 T 3 N, R 11 E, CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	
	DRAWING NAME	CITY OF ROCHESTER HILLS	SHEET: 3 OF 3

EXHIBIT D

WETLAND BB ACCESS EASEMENT (PART OF 15-29-202-005)

Part of the Northeast 1/4 of Section 29, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, being more particularly described as follows:

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CAD: SH	SCALE: 1" = 200'	HAMLIN ROAD – WETLAND BB PART OF NE 1/4 OF SECTION 29 T 3 N, R 11 E, CITY OF ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	01-06-09
DESIGN:	0190-08-0013		DATE
ENG:	CONSERV-ESMT		
	DRAWING NAME CLIENT:	CITY OF ROCHESTER HILLS	SHEET: 1 OF 1