



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 17, 2020

To: Honorable Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Open Space Preservation Easement for West Troy Meadows



City Council approved a 35 unit cluster development proposed by Mondrian Properties, LLC at its May 20, 2019 Regular Meeting. As part of the approval process, the project, located north of Wattles, west of Livernois is zoned R-1B, one family residential. Under the City's Zoning Ordinance, a developer who chooses to use the Cluster Option must set aside dedicated open space through an irrevocable conveyance. (Troy Zoning Ordinance 10.04.D.7). As the development project nears completion, approval of the attached document must be accomplished so that it can be recorded with the Oakland County Register of Deeds and Certificates of Occupancy may be issued to new homeowners.

The City's Zoning Ordinance provides that the irrevocable conveyance must be perpetually maintained by the parties that have an ownership interest in the open space. It further provides that if the owners fail to maintain it such that it becomes a public nuisance, then the City may undertake maintenance and annually assess costs. Finally, the open space must forever remain open space as approved on the Final Site Plan, however, accessory structures are permitted as long as they do not exceed one percent (1%) of the open space area. The Zoning Ordinance also specifically requires that the conveyance shall prohibit dumping or storing of material or refuse, activity that causes soil erosion, cutting live plant material except for dying or diseased vegetation, and the use of motorized vehicles. Mondrian Properties has also entered into an Agreement for Conservation Easement with the State of Michigan, Department of Environment, Great Lakes, and Energy ("EGLE") for the same easement areas. This Agreement is very similar to the Open Space Preservation Easement, and in the event of a conflict between the two, the more restrictive agreement will govern.

Recommendation

The City Attorney's office has reviewed the attached Open Space Preservation Easement and recommends approval of the Open Space Preservation Easement for West Troy Meadows Site Condominiums.

Attachments:

City Council Minutes May 20, 2019
Open Space Preservation Easement
Agreement for Conservation Easement with State of Michigan, EGLE

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to reprogram funds from Program Year 2018 to the Non-Residential Historic Preservation account to complete the roofing project at the Troy Farm's barn.

Yes: All-7
No: None

MOTION CARRIED

E-2 Troy Meadows, North of Wattles, West of Livernois, Section 16, Currently Zoned R-1B (One Family Residential) District (*Introduced by: Brent Savidant, Planning Director*)

The Mayor opened the Public Hearing. The Mayor closed the Public Hearing after receiving Public Comment from Avis Landmesser.

Resolution #2019-05-053
Moved by Baker
Seconded by Hodorek

WHEREAS, The City is in receipt of a proposed preliminary site plan application for West Troy Meadows, a 35-unit detached single family condominium cluster development; and,

WHEREAS, The base density base under the R-1B (One-Family Residential) District as determined by the submission of a parallel plan is 33 units; and,

WHEREAS, As per the cluster ordinance, the applicant is seeking 2 additional units above the base density by providing additional open space above the 20% minimum, for a total of 35 units; and,

WHEREAS, In exchange for 2 additional units the applicant is able to provide 42% open space, preservation of a 5.4 acre wetland and 8,067 inches of protected trees; and,

WHEREAS, The proposed cluster development was recommended for approval by the Planning Commission by a 7-0 vote;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed West Troy Meadows Site Condominium, 35-units/lots, located north of Wattles and west of Livernois, Section 16, currently zoned R-1B (One Family Residential) District, subject to the following:

1. Approval of Declaration of Open Space Preservation Easement prior to Final Site Plan approval.

Yes: All-7
No: None

MOTION CARRIED

DECLARATION OF OPEN SPACE PRESERVATION EASEMENT

THIS DECLARATION OF OPEN SPACE PRESERVATION EASEMENT made this _____ day of _____, 2020, is made by Mondrian Properties, LLC, a Michigan limited liability company, whose address is 50215 Schoenherr, Shelby Township, Michigan 48315, (hereinafter the "Declarant").

RECITALS

A. Declarant owns a certain parcel of land situated in the City of Troy, Oakland County, Michigan, more particularly as described in Exhibit A, attached hereto and made a part hereof (the "Property"). Declarant is developing a single family residential site condominium project known as West Troy Meadows using the One-Family Cluster Option pursuant to Troy's Zoning Ordinance, Chapter 39, Section 10.04 which requires that certain portions of the Property be permanently preserved and protected as open space areas. Declarant desires to declare such an easement in order to preserve the required open space areas.

B. The designated open space areas (hereinafter the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the Easement Areas.

C. The designated Easement Areas fulfill the open space benefit consistent with Chapter 39, Section 10.04(D)(4)(a) of the City's Zoning Ordinance for the following reason:

a. Significant Natural Features. Preservation of significant natural features contained on the site, including preserving regulated wetland areas, open space areas and trees.

THEREFORE, Declarant hereby reserves, conveys and declares the following perpetual Open Space Preservation Easement, which shall be binding upon the Declarant, and its respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City and purchasers of the Property and their respective heirs, successors, assigns and/or transferees.

1. The purpose of this Open Space Preservation Easement is to establish and preserve a perpetual, non-exclusive easement over, under, and on the Easement Areas as identified and depicted in the site plan approved by the City of Troy and as areas that qualify as “open space” in accordance with Chapter 39, Section 10.04(D) of the One-Family Cluster Option. The designated Easement Areas shall be perpetually preserved as open space, and uses of the open space are limited to parks, playgrounds, fields, walking trails, nature areas and other approved uses as permitted in accordance with the One-Family Cluster Option.

2. The following uses and activities are expressly prohibited in the Easement Areas;

- a. dumping or storing any material or refuse,
- b. any activity that may cause risk of soil erosion or threaten any living plant material,
- c. cutting or removing live plant material except for the removal of dying or diseased vegetation,
- d. using motorized off-road vehicles,

3. The dedicated open space shall be perpetually maintained by any party or parties that have an ownership interest in the open space. Initially, the responsible party shall be Declarant who shall be responsible for maintenance of the open space until the Declarant assigns such responsibilities to an association of co-owners (the “Condominium Association” or the “Association”) at which time the Association shall be responsible for maintenance of the open space. The Easement Areas shall be maintained and repaired in the condition required by the final approved site plan, including but not limited to maintenance of landscaped areas and

amenities, if any, therein. Once the master deed for the condominium project is recorded and the association of co-owners is incorporated to own and operate the condominium project including the dedicated Easement Areas, it shall also be the association's responsibility to maintain and repair the Easement Areas.

4. This Open Space Preservation Easement does not grant or convey to the City of Troy or any member of the general public any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Declarant or successor, the City of Troy by its authorized employees and may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of this Open Space Preservation Easement.

5. The Easement Areas consist mainly of undeveloped wooded and wetland areas, lawn areas and a detention basin. The wooded and wetland areas shall remain perpetually in their natural undeveloped state. The Easement Areas shall be carefully inspected on a weekly basis by the Declarant or the Association once the property has been transferred. The Declarant or Association shall immediately remove any garbage and debris that is found in the Easement Areas. A professional landscaping company shall be hired to mow the lawn areas. The lawn shall be maintained in accordance with all City Ordinances and shall be cut at a minimum on a weekly basis (or more often if necessary) during the appropriate seasons when the lawn will be growing.

6. In the event that the Declarant or the successor Association shall at any time fail to carry out the responsibilities specified within this Open Space Preservation Easement and/or fail to preserve and/or maintain the open space areas in reasonable order and condition or such that it becomes a public nuisance, the City may serve written notice upon the responsible party, either the Declarant or Association, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period. If the identified deficiencies are not timely cured administratively, the City may issue citations for violation of any City Code. If the deficiency concerns any provision of this Open Space Preservation Easement then, after a reasonable time allowed for curing any deficiencies, a hearing may be held

before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the responsible Declarant or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing determines that maintenance and/or preservation has not been undertaken within the time specified in the notice, the City shall have the power and authority but not the obligation to enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the responsible Declarant or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium. In the event one or more of the affected Easement Areas are not located within a condominium, the lien shall be against the portion of the Property in which the Easement Area is located. The City may require the payment of such monies prior to the commencement of work. If Declarant or Association has not paid the billed costs and expenses within 30 days, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the responsible Declarant/Association, and, in such event, the responsible Declarant/Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. Except as provided below, this Declaration may not be amended or otherwise modified without prior approval of Troy City Council. This Declaration is an integral component of the City's approval of the site plan and development of the Condominium Project. Accordingly, the City shall be deemed a third party beneficiary of this Declaration and the City (or other governmental entity succeeding to the authority of the City (e.g. if the City is

annexed into or becomes part of a city)) shall have the right to enforce the covenants and restrictions set forth in this Declaration. For purposes of the foregoing, the developer of the Condominium Project shall be deemed to be the owner of the Condominium Project during the period such developer owns any portion of the Condominium Project (including units therein) and thereafter the Condominium Association shall be deemed to be the owner of the Condominium Project for purposes of this subparagraph. An amendment to this Declaration shall be effective upon the recordation of such amendment with the Oakland County, Michigan Register of Deeds.

8. This Open Space Preservation 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 MCL 207.526(6)(a); MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a); MSA 7.456(5)(a).

9. This Open Space Preservation Easement shall be recorded with the Oakland County Register of Deeds. Mondrian Properties, LLC shall be responsible for recordation of this Easement including all costs and applicable fees.

10. This Open Space Preservation Easement is for the same property that is bound by an Agreement for Conservation Easement between Mondrian Properties and the Michigan Department of Environment, Great Lakes, and Energy (EGLE). If a conflict arises between the two agreements, then the terms of the more restrictive agreement shall prevail.

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EXHIBIT A LEGAL DESCRIPTIONS

LEGAL DESCRIPTION

(as surveyed by PEA, Inc.)

PARCEL ID 20-16-401-002

Part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet (recorded as 161.50 feet) to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision", and the POINT OF BEGINNING; thence continuing along said north line N87°20'00"W, 921.90 feet (recorded as 931.87 feet) to the east line of "Walnut Forest Site Condominium", Oakland County Condominium Plan No. 1874; thence along said east line N02°37'32"E, 918.90 feet (recorded as N02°33'30"E, 917.94 feet) to the south line of "The Glens at Carlson Park No. 2", said line also being the East-West 1/4 line of Section 16, as recorded in Liber 258, Pages 7-9 of Plats; Thence along said south line S87°29'38"E, 918.01 feet (recorded as S87°44'46"E, 933.19 feet) to the aforementioned west line of Virgilia Avenue (50 feet wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line S02°23'01"W, 921.49 feet (recorded as S01°51'59"W, 924.48 feet) to the POINT OF BEGINNING. Containing 19.434 acres of land, more or less.

Line Table ESMT "A"		
Line #	Direction	Length
L1	N02°37'32"E	319.32'
L2	S50°20'15"E	102.02'
L3	N40°32'36"E	96.43'
L4	S82°44'13"E	23.97'
L5	N01°48'10"E	30.04'
L6	S87°35'44"E	132.56'
L7	S42°38'27"W	96.40'
L8	S47°21'33"E	52.56'
L9	S87°36'59"E	42.39'
L10	S02°23'01"W	173.90'
L11	N87°37'43"W	88.02'
L12	S02°22'39"W	62.37'
L13	N87°20'00"W	150.00'
L14	S02°40'00"W	88.00'
L15	N87°20'00"W	135.08'
L16	N05°27'26"W	103.05'
L17	S74°32'10"W	174.16'

Line Table ESMT "B"		
Line #	Direction	Length
L18	N87°36'59"W	142.22'
L19	N47°21'33"W	55.87'
L20	N02°30'22"E	130.79'
L21	S87°29'38"E	507.24'
L22	S02°23'01"W	290.55'

Curve Table ESMT "B"					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C5	196.73'	280.00'	40°15'26"	N67°29'16"W	192.71'
C6	155.79'	250.00'	35°42'19"	N65°12'43"W	153.28'

Curve Table ESMT "A"					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	129.78'	70.00'	106°13'33"	N60°47'43"E	111.97'
C2	139.14'	189.58'	42°03'13"	S66°42'30"E	136.04'
C3	116.22'	433.00'	15°22'41"	S55°02'54"E	115.87'
C4	126.44'	75.00'	96°35'45"	N47°09'33"W	111.99'

CLIENT:
MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TWP, MI 48315

SCALE: 1" = 150'

JOB No: 2018-006

DATE: 2-10-20

DWG. No: 1 of 3



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

**EXHIBIT B
LEGAL DESCRIPTIONS**

LEGAL DESCRIPTION (Per PEA, Inc.)

OPEN SPACE EASEMENT "A"

An open space easement over part of Parcel No. 20-16-401-002, being part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence continuing along said north line N87°20'00"W, 921.90 feet to the east line of "Walnut Forest Site Condominium", Oakland County Condominium Plan No. 1874; thence along said east line N02°37'32"E, 312.07 feet to the POINT OF BEGINNING;

thence continuing L1) N02°37'32"E, 319.32 feet; thence L2) S50°20'15"E, 102.02 feet;

thence L3) N40°32'36"E, 96.43 feet; thence L4) S82°44'13"E, 23.97 feet;

thence C1) 129.78 feet along an arc of a curve to the left, having a radius of 70.00 feet and a chord that bears N60°47'43"E, 111.97 feet;

thence L5) N01°48'10"E, 30.04 feet; thence L6) S87°35'44"E, 132.56 feet;

thence C2) 139.14 feet along an arc of a curve to the right, having a radius of 189.58 feet and a chord that bears S66°42'30"E, 136.04 feet;

thence L7) S42°38'27"W, 96.40 feet; thence L8) S47°21'33"E, 52.56 feet;

thence C3) 116.22 feet along an arc of a curve to the left, having a radius of 433.00 feet and a chord that bears S55°02'54"E, 115.87 feet;

thence L9) S87°36'59"E, 42.39 feet; thence L10) S02°23'01"W, 173.90 feet;

thence L11) N87°37'43"W, 88.02 feet; thence L12) S02°22'39"W, 62.37 feet;

thence L13) N87°20'00"W, 150.00 feet; thence L14) S02°40'00"W, 88.00 feet;

thence L15) N87°20'00"W, 135.08 feet;

thence C4) 126.44 feet along an arc of a curve to the left, having a radius of 75.00 feet and a chord that bears N47°09'33"W, 111.99 feet;

thence L16) N05°27'26"W, 103.05 feet;

thence L17) S74°32'10"W, 174.16 feet to the aforementioned east line of "Walnut Forest Site Condominium" and the POINT OF BEGINNING.

LEGAL DESCRIPTION (Per PEA, Inc.)

OPEN SPACE EASEMENT "B"

An open space easement over part of Parcel No. 20-16-401-002, being part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 630.94 feet to the POINT OF BEGINNING;

thence L18) N87°36'59"W, 142.22 feet;

thence C5) 196.73 feet along an arc of a curve to the right, having a radius of 280.00 feet and a chord that bears N67°29'16"W, 192.71 feet;

thence L19) N47°21'33"W, 55.87 feet;

thence C6) 155.79 feet along an arc of a curve to the left, having a radius of 250.00 feet and a chord that bears N65°12'43"W, 153.28 feet;

thence L20) N02°30'22"E, 130.79 feet to the East-West 1/4 line of Section 16, said line also being the south line of "The Glens at Carlson Park No. 2", as recorded in Liber 258, Pages 7-9 of Plats;

thence along said south line and the south line of "The Glens at Carlson Park No. 1", as recorded in Liber 253, Pages 31-40 of Plats, L21) S87°29'38"E, 507.24 feet to the aforementioned west line of Virgilia Avenue (50 feet wide);

thence along said west line, L22) S02°23'01"W, 290.55 feet to the POINT OF BEGINNING.

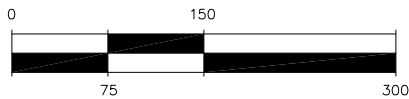
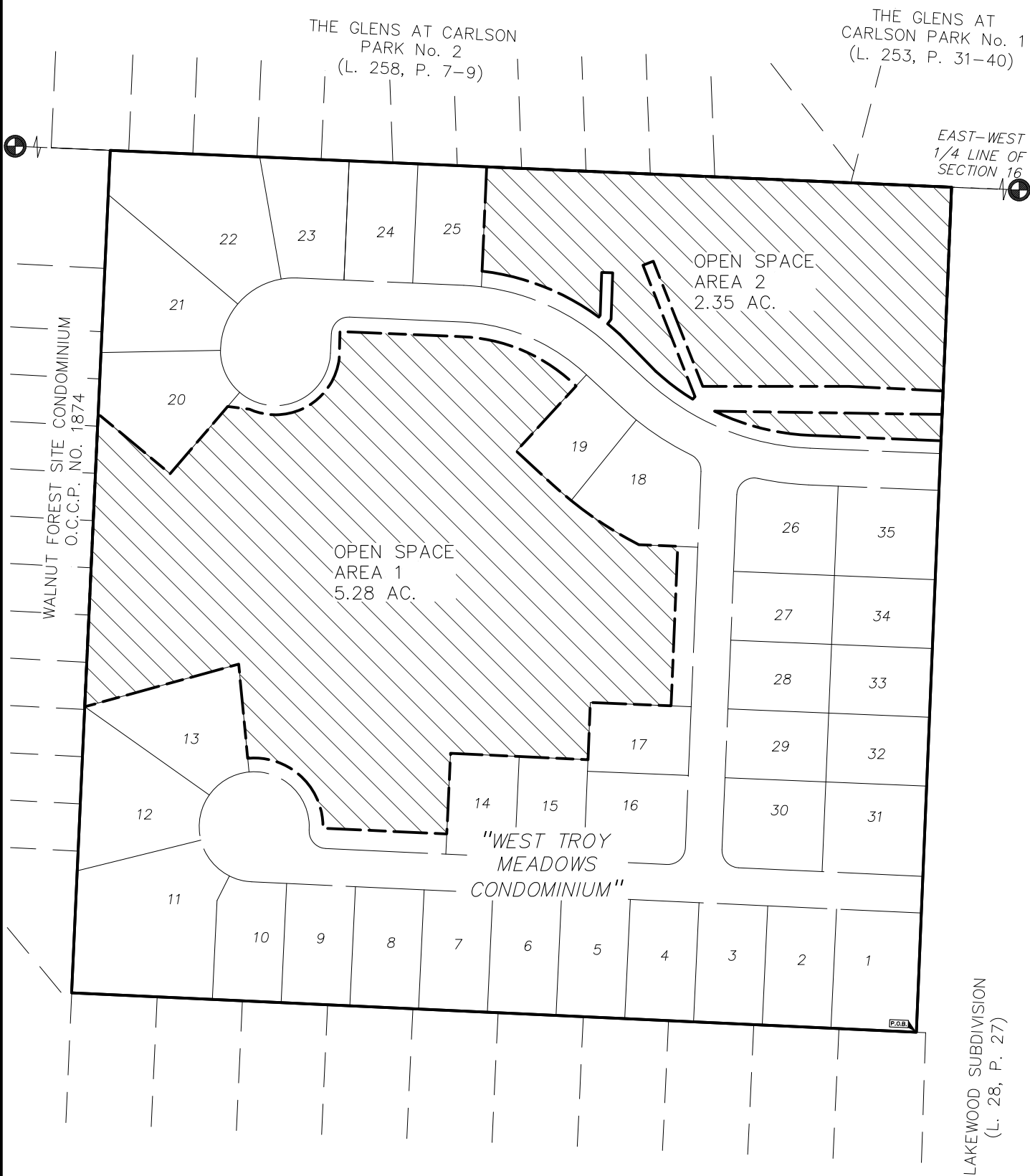


PEA, Inc.

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CLIENT: MONDRIAN PROPERTIES 50215 SCHOENHERR SHELBY TWP, MI 48315	SCALE: 1" = 150'	JOB No: 2018-006
	DATE: 2-10-20	DWG. No: 2 of 3

EXHIBIT B
SKETCH OF OPEN SPACE EASEMENT



GRAPHIC SCALE
1" = 150'

CLIENT: MONDRIAN PROPERTIES 50215 SCHOENHERR SHELBY TOWNSHIP, MI 48315	SCALE: 1"= 150'	JOB No: 2018006	PEA, Inc. 2430 Rochester Ct, Ste 100 Troy, MI 48063-1872 t: 248.689.9090 f: 248.689.1044 www.peainc.com
	DATE: 10-14-19 2-25-18	DWG. No: 1 of 2	

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 on September 11th, 2019, by and between

Mondrian Properties (name) married/single individual[s] (*circle one*), or corporation, partnership, municipality, or limited liability company (*circle one*), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315 (Grantor) and the Michigan Department of Environment, Great Lakes, and Energy (EGLE), whose address is P.O. Box 30458, Lansing, Michigan 48909-7958 or Constitution Hall, 3rd Floor South, 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 Troy, Oakland County, and State of Michigan, legally described in Exhibit A.

The EGLE 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 has applied for a Permit (EGLE File Number WRP-017-170-P), pursuant to Part 303, to authorize activities that will impact regulated wetland. The EGLE evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

As a condition of the above-referenced permit, Grantor has agreed to grant the EGLE 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 6.3 acre(s). A survey map depicting the Easement Premises is attached as Exhibit C. The EGLE shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor hereby conveys unto the Grantee, forever and in perpetuity, this Conservation Easement as set forth in this Agreement 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.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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 EGLE Permit Number WRP - 017 - 170 -P, issued on 08 / 15 /20 19 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 surface 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, mowing or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching, grazing, farming;
 - j) Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless as part of an EGLE-approved Management Plan;
 - k) Construction of unauthorized utility or petroleum lines;
 - l) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids 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;
 - m) Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - n) Placement of billboards or signs, except as otherwise allowed in the Permit or this Agreement;
 - o) Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the easement premises at a volume that adversely impacts the hydrology of the wetland;
 - p) Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation.
3. Cutting down, burning, 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, invasive non-native plant species that endanger the health of native species or as otherwise provided in the EGLE-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, Permittee or its authorized agents or representatives may enter the Easement Premises to perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor or Permittee shall provide 5 days notice to the Grantee 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 covenants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
7. Grantor covenants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the EGLE.
8. Grantor covenants 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 be 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, as shown in Exhibit D, may enter the Easement Premises at reasonable times 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 purposes of taking corrective actions for failure to comply. If Grantee is entering the Easement Premises for purpose 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 and 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.
22. The terms 'Grantor' and 'Grantee' wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and their successors and assigns.

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 EGLE 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 EGLE 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 E:** *If applicable*, a stewardship and/ or long-term management plan that includes baseline documentation and any vegetation and/or site management plans.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory covenants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR:

Signature: Joe Maniaci

Type/Print Grantor's Name exactly as signed

Owner

Title (if signing on behalf of an organization)

Mondrian Properties

Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }
COUNTY OF Oakland } ss

IF SIGNING ON BEHALF OF AN ORGANIZATION, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this 11th day of September, 2019

by Joseph Maniaci, (name[s]) the owner, (title)

of Mondrian Properties (Organization name) a Michigan (state) corporation, partnership, municipality, or limited liability company (circle one), on behalf of the organization.

MARIA PETKOVSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 20, 2020
ACTING IN COUNTY OF Oakland

Maria Petkovski

(Signature of Notary Public)

Maria Petkovski

(Typed or Printed name of Notary Public)

My commission is in: Macomb County, Michigan

Acting in: Oakland County, Michigan

My Commission Expires: Sep 20, 2020

(OR) IF SIGNING AS AN INDIVIDUAL OR MARRIED PERSON, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__

by _____, (name[s]) _____ (marital status).

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

My commission is in: _____ County, Michigan

Acting in: _____ County, Michigan

My Commission Expires: _____

GRANTEE:

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION



Teresa Seidel, Division Director

STATE OF MICHIGAN}

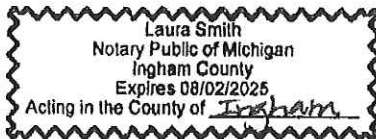
} ss

COUNTY OF INGHAM}

The foregoing instrument was acknowledged before me this 12th day of February, 2020,
by Teresa Seidel, Division Director, Water Resources Division, State of Michigan, on behalf of the Michigan
Department of Environment, Great Lakes, and Energy.


(Signature of Notary Public)

Laura Smith
(Typed or Printed name of Notary Public)



Acting in: Ingham County, Michigan

My Commission is in Ingham County, Michigan

My Commission Expires: 8-2-25

Form Drafted By:

The Honorable Dana Nessel,
Attorney General
Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909

AFTER RECORDING, RETURN TO:
Michigan Department of Environment, Great Lakes,
and Energy
Water Resources Division
Constitution Hall, 3rd Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958

EXHIBIT A LEGAL DESCRIPTIONS

LEGAL DESCRIPTION

(as surveyed by PEA, Inc.)

PARCEL ID 20-16-401-002

Part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet (recorded as 161.50 feet) to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision", and the POINT OF BEGINNING;

thence continuing along said north line N87°20'00"W, 921.90 feet (recorded as 931.87 feet) to the east line of "Walnut Forest Site Condominium", Oakland County Condominium Plan No. 1874; thence along said east line N02°37'32"E, 918.90 feet (recorded as N02°33'30"E, 917.94 feet) to the south line of "The Glens at Carlson Park No. 2", said line also being the East-West 1/4 line of Section 16, as recorded in Liber 258, Pages 7-9 of Plats; Thence along said south line S87°29'38"E, 918.01 feet (recorded as S87°44'46"E, 933.19 feet) to the aforementioned west line of Virgilia Avenue (50 feet wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line S02°23'01"W, 921.49 feet (recorded as S01°51'59"W, 924.48 feet) to the POINT OF BEGINNING. Containing 19.434 acres of land, more or less.

Line Table ESMT "A"		
Line #	Direction	Length
L1	N02°37'32"E	226.74'
L2	S87°20'00"E	118.95'
L3	N15°44'17"E	74.75'
L4	N55°19'28"E	48.66'
L5	N03°06'46"E	30.04'
L6	S87°35'44"E	131.87'
L7	S42°38'27"W	96.40'
L8	S47°21'33"E	52.56'
L9	S87°36'59"E	42.39'
L10	S02°23'01"W	173.90'
L11	N87°37'43"W	88.02'
L12	S02°22'39"W	62.37'
L13	N87°20'00"W	150.00'
L14	S02°40'00"W	88.00'
L15	N87°20'00"W	135.08'
L16	N05°27'26"W	103.05'
L17	S74°32'10"W	174.16'

Line Table ESMT "B"		
Line #	Direction	Length
L18	N87°20'00"W	64.76'
L19	S16°49'04"W	16.19'
L20	N90°00'00"W	180.01'
L21	N58°38'38"W	20.79'
L22	N21°34'56"W	91.39'
L23	N58°11'38"E	50.51'
L24	N49°32'17"E	117.90'
L25	N73°12'07"E	77.81'
L26	S87°29'38"E	102.24'
L27	S02°23'01"W	204.64'

Curve Table ESMT "A"					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	119.29'	70.00'	97°38'19"	N56°30'06"E	105.37'
C2	139.14'	189.58'	42°03'13"	S66°42'30"E	136.04'
C3	116.22'	433.00'	15°22'41"	S55°02'54"E	115.87'
C4	126.44'	75.00'	96°35'45"	N47°09'33"W	111.99'



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
T: 248.669.9090
F: 248.669.1044
www.peainc.com

CLIENT:
MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TWP, MI 48315

SCALE: 1" = 150'

JOB No: 2018-006

DATE: 9-10-19

DWG. No: 1 of 3

**EXHIBIT B
LEGAL DESCRIPTIONS**

LEGAL DESCRIPTION (Per PEA, Inc.)

CONSERVATION EASEMENT "A"

A variable width conservation easement over part of Parcel No. 20-16-401-002, being part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence continuing along said north line N87°20'00"W, 921.90 feet to the east line of "Walnut Forest Site Condominium", Oakland County Condominium Plan No. 1874; thence along said east line N02°37'32"E, 312.07 feet to the POINT OF BEGINNING;

thence continuing L1) N02°37'32"E, 226.74 feet; thence L2) S87°20'00"E, 118.95 feet; thence L3) N15°44'17"E, 74.75 feet; thence L4) N55°19'28"E, 48.66 feet; thence C1) 119.29 feet along an arc of a curve to the left, having a radius of 70.00 feet and a chord that bears N56°30'06"E, 105.37 feet; thence L5) N03°06'46"E, 30.04 feet; thence L6) S87°35'44"E, 131.87 feet; thence C2) 139.14 feet along an arc of a curve to the right, having a radius of 189.58 feet and a chord that bears S66°42'30"E, 136.04 feet; thence L7) S42°38'27"W, 96.40 feet; thence L8) S47°21'33"E, 52.56 feet; thence C3) 116.22 feet along an arc of a curve to the left, having a radius of 433.00 feet and a chord that bears S55°02'54"E, 115.87 feet; thence L9) S87°36'59"E, 42.39 feet; thence L10) S02°23'01"W, 173.90 feet; thence L11) N87°37'43"W, 88.02 feet; thence L12) S02°22'39"W, 62.37 feet; thence L13) N87°20'00"W, 150.00 feet; thence L14) S02°40'00"W, 88.00 feet; thence L15) N87°20'00"W, 135.08 feet; thence C4) 126.44 feet along an arc of a curve to the left, having a radius of 75.00 feet and a chord that bears N47°09'33"W, 111.99 feet; thence L16) N05°27'26"W, 103.05 feet; thence L17) S74°32'10"W, 174.16 feet to the aforementioned east line of "Walnut Forest Site Condominium" and the POINT OF BEGINNING.

Containing 5.08 acres of land, more or less.

LEGAL DESCRIPTION (Per PEA, Inc.)

CONSERVATION EASEMENT "B"

A variable width conservation easement over part of Parcel No. 20-16-401-002, being part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 716.85 feet to the POINT OF BEGINNING;

thence L18) N87°20'00"W, 64.76 feet; thence L19) S16°49'04"W, 16.19 feet; thence L20) N90°00'00"W, 180.01 feet; thence L21) N58°38'38"W, 20.79 feet; thence L22) N21°34'56"W, 91.39 feet; thence L23) N58°11'38"E, 50.51 feet; thence L24) N49°32'17"E, 117.90 feet; thence L25) N73°12'07"E, 77.81 feet to the south line of "The Glens at Carlson Park No. 1", as recorded in Liber 253, Pages 31-40 of Plats, said line also being the East-West 1/4 line of Section 16, as recorded in Liber 258, Pages 7-9 of Plats; thence along said south line, L26) S87°29'38"E, 102.24 feet to the aforementioned west line of Virgilia Avenue (50 feet wide); thence along said west line, L27) S02°23'01"W, 204.64 feet to the POINT OF BEGINNING.

Containing 1.22 acres of land, more or less.



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
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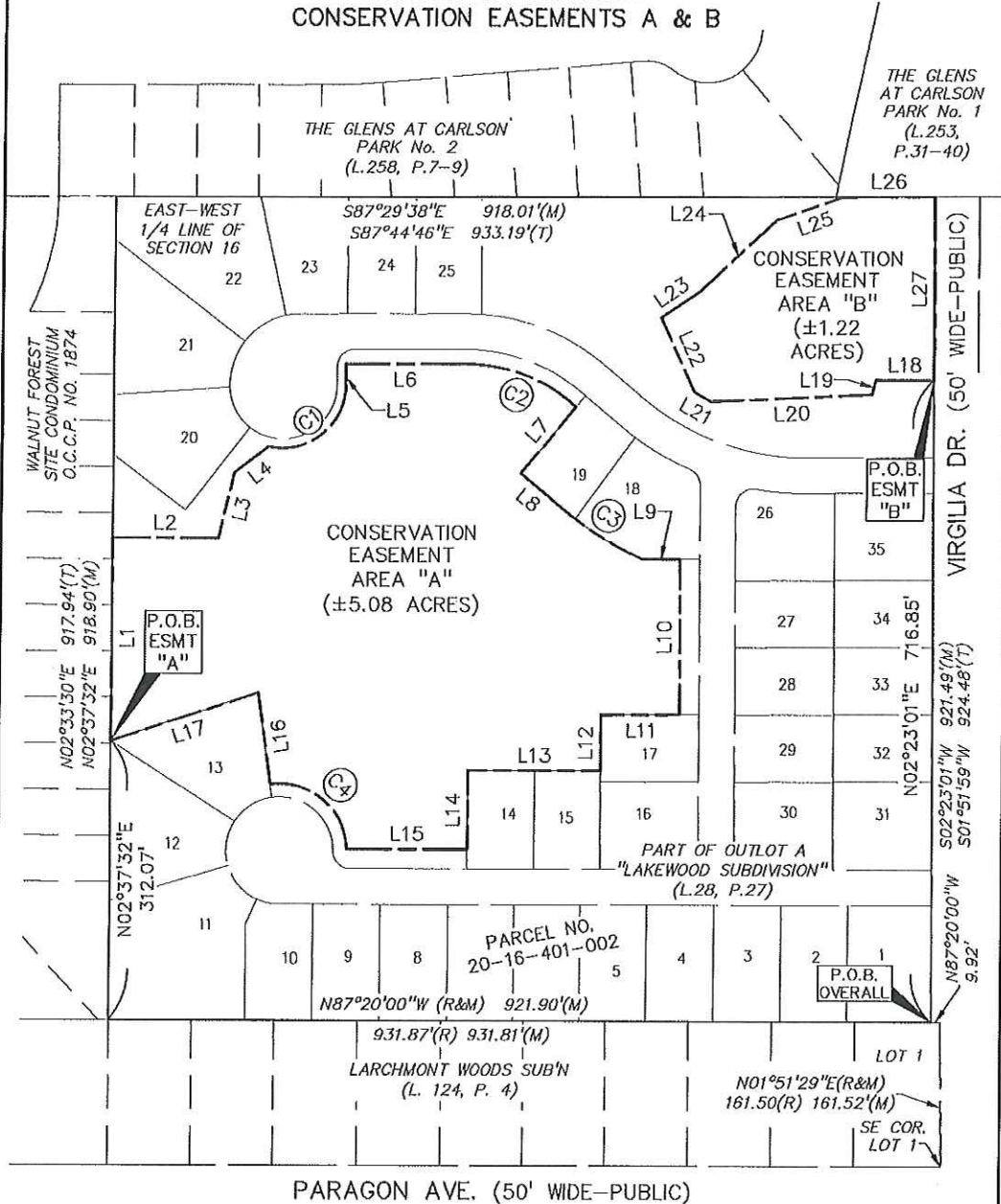
SCALE: 1" = 150'

JOB No: 2018-006

DATE: 9-10-19

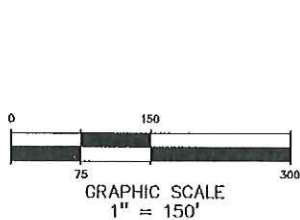
DWG. No: 2 of 3

EXHIBIT C SKETCH OF EASEMENT CONSERVATION EASEMENTS A & B



EGL E ACCESS IS AUTHORIZED FROM THE PUBLIC ROADS

LINE & CURVE
TABLES
SEE SHEET 1



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DWG. No: 3 of 3