



STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



JENNIFER M. GRANHOLM
GOVERNOR

STEVEN E. CHESTER
DIRECTOR

September 4, 2008

Malletts Creek Drainage District
P.O. Box 8645
Ann Arbor, Michigan 48107

Dear Sir or Madam:

RE: File Number 04-81-0110-P
Washtenaw County

Enclosed is a copy of a conservation easement you granted to the Department of Environmental Quality.

The conservation easement was recorded with the Washtenaw County Register of Deeds on July 28, 2008.

If you have not already done so, you are reminded that easement conditions require you to place signs, fences, or other suitable markings along the boundary of the easement premises to clearly demarcate the boundary of the easement premises.

If you have any questions, please feel free to contact me.

Sincerely,

Colleen O'Keefe
Conservation Easement Coordinator
Land and Water Management Division
517-373-8813

Enclosure

cc: City of Ann Arbor Clerk
Mr. James Sallee, DEQ, Jackson District Office

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CITY OF ANN ARBOR
CITY CLERK
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OFFICIAL SEAL

07/28/08

L-4692 P-644

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

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Lawrence Kestenbaum, Washtenaw

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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 June 20 , 2008, by and between

the Malletts Creek Drainage District, under the jurisdiction of the Statutory Drainage Board for Washtenaw County _____ (name) married/single (circle one), or corporation, partnership, municipality, or limited liability company (circle one), whose address

is 705 N. Zeeb Road, P.O. Box 8645, Ann Arbor, MI 48107 (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 Ann Arbor, Washtenaw 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 04-81-0110-P) 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 1.46 acres. 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 the 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 04-81-0110P issued on January 20, 2005 or as otherwise provided in the 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:

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- 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.



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

GRANTOR:

Signature:

Janis A. Bobrin

Janis A. Bobrin

Type/Print Grantor's Name

Drain Commissioner

Title (if signing on behalf of an organization)

Mallets Creek Drain Drainage District

Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }
 } ss
COUNTY OF WASHTENAW

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

The foregoing instrument was acknowledged before me this 20 day of June, 2008

by Janis A. Bobrin, (name[s]) the Chair, (title)

of Statutory Drain Board for Washtenaw County (Organization name) a Michigan, (state) corporation, partnership, municipality, or limited liability company (circle one), on behalf of the Mallets Creek Drain Drainage District organization.

Mary R. Kowalski
(Signature of Notary Public)

Mary R. Kowalski

(Typed or Printed name of Notary Public)

Acting in: Washtenaw County, Michigan

My Commission Expires: 11/08/2014

my commission is in Washtenaw County

(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)

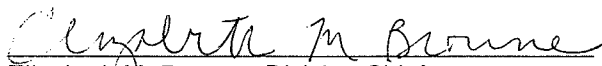
Acting in: _____ County, Michigan

My Commission Expires: _____



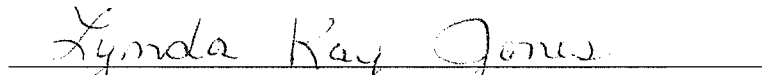
GRANTEE:

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND AND WATER MANAGEMENT DIVISION


Elizabeth M. Browne, Division Chief

STATE OF MICHIGAN}
 } ss
COUNTY OF INGHAM}

The foregoing instrument was acknowledged before me this 18th day of July, 2008
by Elizabeth M. Browne, Division Chief, Land and Water Management Division, State of Michigan, on behalf of
the Michigan Department of Environmental Quality.


(Signature of Notary Public)

Lynda Kay Jones
(Typed or Printed name of Notary Public)

LYNDA KAY JONES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires Oct. 1, 2013
Acting in the County of Ingham

Acting in: Ingham County, Michigan

My Commission Expires: 10/01/2013

AFTER RECORDING, RETURN TO:

Form Drafted By:
The Honorable Mike Cox, Attorney General
Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909

**Michigan Department of Environmental Quality
Land and Water Management Division
Constitution Hall, 1st Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958**

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(August 14, 2007)

Exhibit A
Doyle Park Wetland 04-81-0110-P
Legal Description of Property

PRT OF NE 1/4 & NW 1/4 OF SEC 10, T3S, R6E, BEG AT CENT OF SD SEC 10, TH S 89 DEG 53 MIN W 328.7 FT, TH 516.85 FT ALG ARC OF A CIR CUR LT, RAD 3744.83 FT, CH BEARING N 75 DEG 23 MIN 30 SEC W 516.43 FT, TH N 1 DEG 34 MIN 30 SEC E 1469.42 FT, TH N 37 DEG 10 MIN 50 SEC E 435.63 FT, TH S 81 DEG 49 MIN 15 SEC E 200.06 FT, TH S 87 DEG 38 MIN 6 SEC E 612.23 FT, TH N 68 DEG 14 MIN 50 SEC E 290.87 FT TH N 1 DEG 30 MIN 35 SEC E 692.27 FT, TH N 89 DEG 49 MIN 50 SEC E 166.69 FT, TH S 1 DEG 34 MIN 40 SEC W 1677.71 FT, TH S 89 DEG 58 MIN 20 SEC W 526.62 FT, TH S 1 DEG 39 MIN 20 SEC W 825.36 FT, TH N 89 DEG 58 MIN 20 SEC E 528 FT, TH S 1 DEG 39 MIN 20 SEC W 189.8 FT, TH S 89 DEG 58 MIN 30 SEC W 665.9 FT TO POB. 57.3 AC M/L



Exhibit B
Mitigation Wetland 04-81-0110-P
Description of Easement

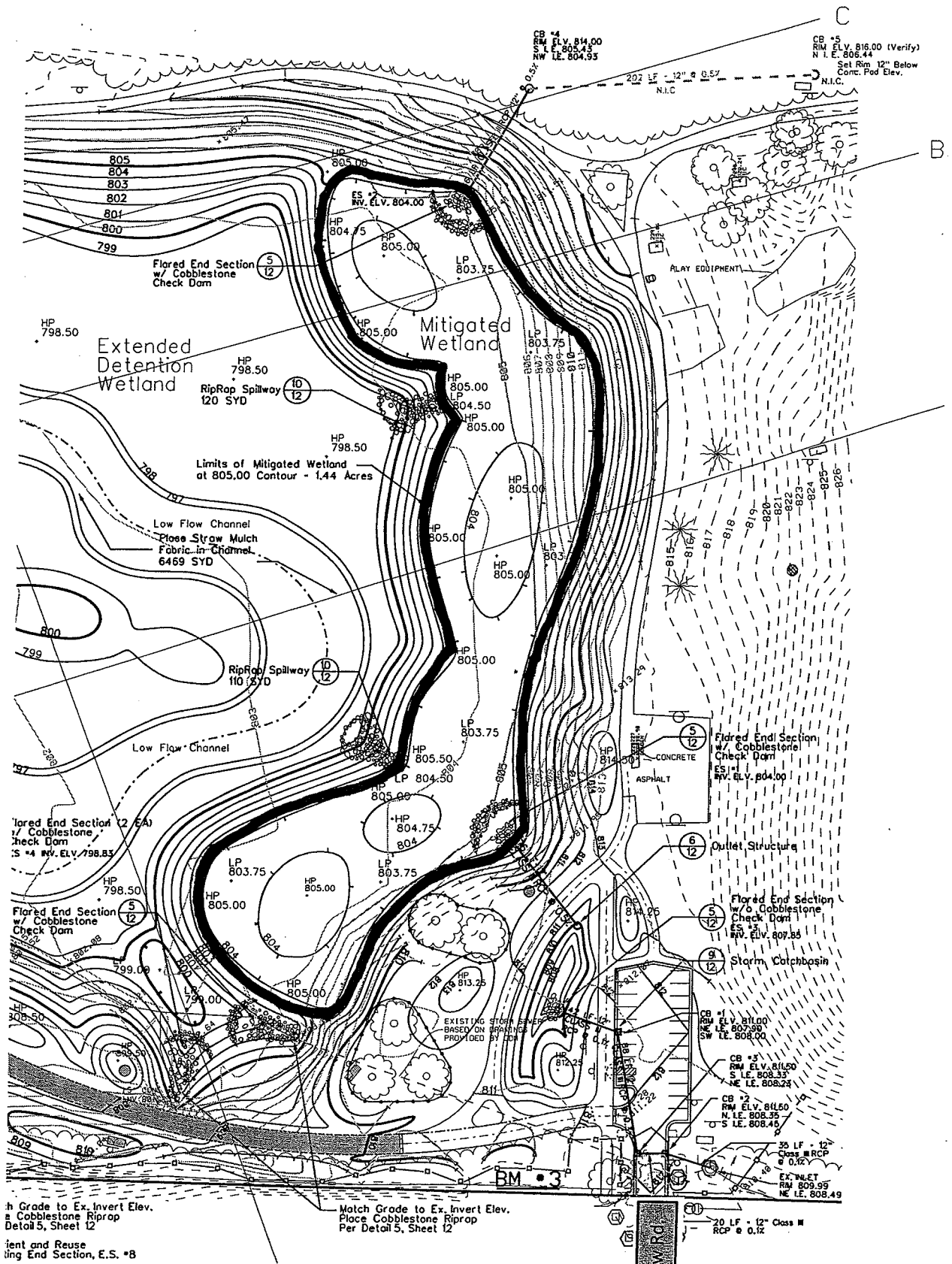
Commencing at the brass benchmark disk embedded on top of the headwall at the crossing of Malletts Creek within Doyle Park in Section 10 of Pittsfield Township, Washtenaw County, Michigan having the following coordinates; 83°42'37.719"W 42°14'33.215"N; thence S 2-30-9 E 731.498 Feet to a point of Beginning; Thence S 73-2-25 E 15.615 Feet; Thence S 53-5-5 E 10.254 Feet; Thence S 42-55-0 E 5.872 Feet; Thence S 4-56-58 E 17.77 Feet; Thence S 5-17-12 E 16.042 Feet; Thence S 4-7-28 W 21.004 Feet; Thence S 7-44-44 W 14.617 Feet; Thence S 13-7-16 W 14.702 Feet; Thence S 36-9-9 W 11.341 Feet; Thence S 33-56-50 W 9.617 Feet; Thence S 49-3-56 W 15.185 Feet; Thence N 60-3-30 W 10.468 Feet; Thence S 51-51-49 W 10.011 Feet; Thence S 58-46-57 W 14.811 Feet; Thence S 57-59-41 W 14.145 Feet; Thence S 38-48-27 W 24.782 Feet; Thence S 33-27-3 W 19.439 Feet; Thence S 37-39-51 W 21.463 Feet; Thence S 63-39-54 W 14.548 Feet; Thence S 77-37-10 W 11.736 Feet; Thence S 85-10-56 W 8.893 Feet; Thence N 85-12-37 W 12.597 Feet; Thence S 81-11-33 W 12.274 Feet; Thence N 85-41-16 W 11.479 Feet; Thence N 83-41-59 W 23.533 Feet; Thence N 87-55-22 W 9.777 Feet; Thence N 84-56-44 W 10.123 Feet; Thence N 84-5-41 W 11.002 Feet; Thence N 79-43-10 W 9.484 Feet; Thence N 76-47-45 W 10.564 Feet; Thence N 79-29-16 W 13.11 Feet; Thence N 67-41-57 W 22.671 Feet; Thence N 71-48-50 W 20.706 Feet; Thence S 82-58-43 W 8.666 Feet; Thence N 63-57-46 W 17.507 Feet; Thence N 78-42-28 W 20.721 Feet; Thence N 80-25-42 W 20.301 Feet; Thence N 83-29-34 W 25.529 Feet; Thence N 89-37-35 W 19.93 Feet; Thence S 88-13-20 W 27.701 Feet; Thence S 80-29-12 W 13.999 Feet; Thence N 55-29-35 W 5.921 Feet; Thence N 63-44-30 W 7.364 Feet; Thence N 32-51-44 W 18.047 Feet; Thence N 21-42-5 W 21.514 Feet; Thence N 37-37-38 W 11.716 Feet; Thence N 33-24-39 W 10.533 Feet; Thence N 33-19-2 W 10.574 Feet; Thence N 43-20-18 W 12.222 Feet; Thence N 44-17-29 W 11.648 Feet; Thence N 56-4-59 W 11.996 Feet; Thence N 60-59-3 W 10.713 Feet; Thence N 65-50-33 W 10.014 Feet; Thence N 63-24-32 W 22.081 Feet; Thence N 62-21-27 W 10.464 Feet; Thence N 52-42-5 W 9.64 Feet; Thence N 29-44-14 W 8.067 Feet; Thence N 17-12-16 E 19.943 Feet; Thence N 20-23-7 E 13.787 Feet; Thence N 24-47-24 E 15.231 Feet; Thence N 25-19-43 E 17.216 Feet; Thence N 46-42-17 E 15.955 Feet; Thence N 53-48-53 E 16.329 Feet; Thence N 69-17-22 E 19.502 Feet; Thence N 88-0-37 E 20.682 Feet; Thence S 66-10-38 E 19.39 Feet; Thence S 36-33-0 E 21.119 Feet; Thence S 31-51-24 E 21.931 Feet; Thence S 24-30-5 E 20.089 Feet; Thence S 22-47-51 E 18.891 Feet; Thence S 24-27-34 E 21.933 Feet; Thence S 20-28-55 E 16.229 Feet; Thence S 14-15-51 E 24.843 Feet; Thence S 55-25-29 E 6.844 Feet; Thence S 79-57-42 E 11.736 Feet; Thence N 73-34-29 E 13.352 Feet; Thence S 84-36-41 E 16.585 Feet; Thence S 61-28-12 E 16.459 Feet; Thence S 47-44-48 E 25.075 Feet; Thence S 42-54-44 E 12.895 Feet; Thence N 77-3-45 E 6.711 Feet; Thence N 37-43-23 E 8.74 Feet; Thence N 75-10-31 E 18.64 Feet; Thence N 72-50-5 E 29.292 Feet; Thence N 57-33-9 E 15.652 Feet; Thence N 77-58-4 E 9.858 Feet; Thence S 88-2-39 E 18.037 Feet; Thence S 84-8-14 E 15.865 Feet; Thence S 79-4-19 E 17.143 Feet; Thence S 72-41-20 E 14.268 Feet; Thence S 70-32-12 E 18.014 Feet; Thence N 88-6-5 E 10.997 Feet; Thence N 69-14-37 E 14.419 Feet; Thence S 80-30-10 E 13.83 Feet; Thence N 2-13-44 W 7.762 Feet; Thence N 53-25-18 W 7.025 Feet; Thence N 21-20-50 E 2.299 Feet; Thence N 42-49-42 E 8.024 Feet; Thence S 84-0-49 E 7.053 Feet;



Thence N 16-37-27 E 6.204 Feet; Thence N 3-41-58 E 9.009 Feet; Thence N 18-22-54 E 9.969 Feet;
Thence N 28-45-51 E 9.644 Feet; Thence N 39-34-22 E 10.658 Feet; Thence N 42-47-49 E 10.335 Feet;
Thence N 45-28-19 E 10.732 Feet; Thence N 52-40-44 E 11.285 Feet; Thence N 61-13-2 E 11.066 Feet;
Thence N 68-52-44 E 11.602 Feet; Thence N 73-53-46 E 10.394 Feet; Thence N 76-32-46 E 10.35 Feet;
Thence N 80-12-6 E 10.515 Feet; Thence N 77-25-44 E 9.479 Feet to the point of Beginning, said wetland
encompassing 1.46 acres, more or less.



Exhibit C
Doyle Park Wetland 04-81-0110-P
Survey Map



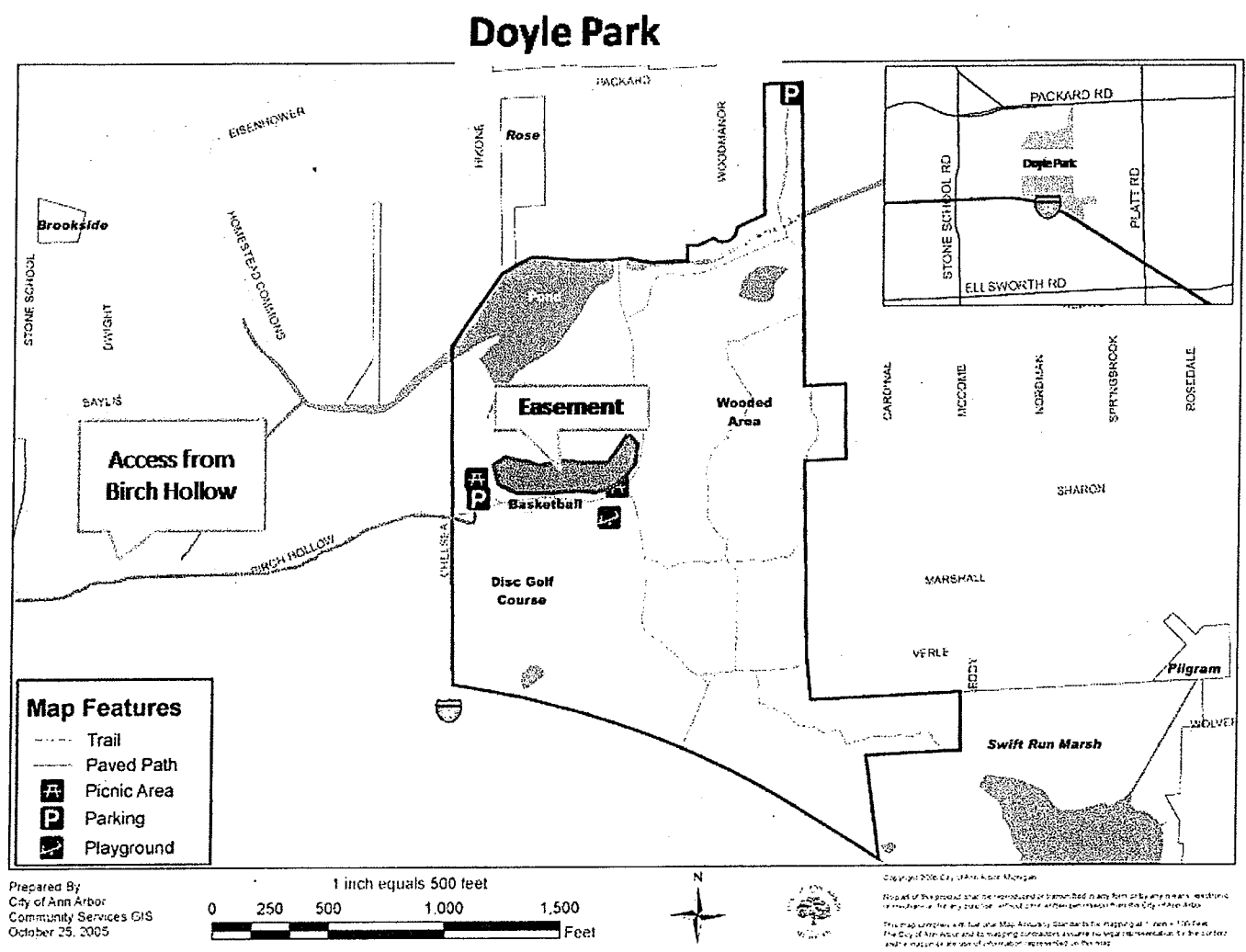
Entrance from Birch Hollow Rd.

Exhibit D

Doyle Park Wetland 04-81-0110-P

Description of Access

The Easement is located on public property, and is accessible from a public road. At its easternmost point, Birch Hollow Road, located in the City of Ann Arbor, comes to a dead at a parking lot located on this public property. MDEQ staff is granted authorized ingress and egress to and from the Easement Premises via the public property owned by the Malletts Creek Drainage District - Doyle Park (formerly known as Brown Park).



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**SUBMITTED
FOR RECORDING**

JUL 25 2008

Washtenaw County, MI
Clerk Register's Office