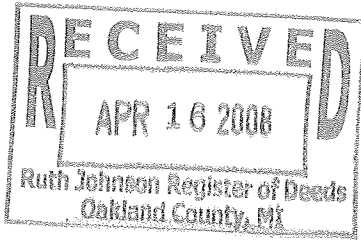


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79598
LIBER 40223 PAGE 120
\$34.00 MISC RECORDING
\$4.00 REDEMPTION
04/16/2008 03:43:39 P.M. RECEIPT# 34737
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

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 April 10, 2008, by and between The Troy School District, a Michigan General Powers School District, whose address is 4400 Livernois, Troy, Michigan 48098 (Grantor) and Bruce and Anna Wojciechowski, husband and wife,, whose address is 1539 Woodgate Dr., Troy, Michigan, 48083 (Grantee);

The Grantor is the fee simple title holder of real property located in the City of Troy, Oakland County, and State of Michigan, legally described in Exhibit A. ("Grantor's Property").

The Grantee contested a Wetlands Assessment Report prepared by the Michigan Department of Environmental Quality on November 14, 2006 by filing a petition with the State Office of Administrative Hearings for the State of Michigan. Pursuant to a Stipulated Order of Dismissal of Contested Case And Entry Of Settlement Agreement ("Settlement Agreement") between Grantee and Grantor, Grantor has agreed to grant Grantee a Conservation Easement that restricts development on the portion of Grantor's Property (the "Easement Premises") directly north of Grantee's residence, legally described in Exhibit B. The Easement Premises consists of approximately .268 acres. A survey map depicting the Easement Premises is attached in Exhibit B. Grantor shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee on the terms and conditions stated below.

1. The purpose of this Agreement is to protect the natural resource value of the Easement Premises, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.
2. Except as otherwise provided in this Agreement, or in the Settlement Agreement, and, following any transfer of the Easement Premises, its successors and assigns shall refrain from, and to the best of Grantor's ability, 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 structures, fence, billboards, or signage;
 - 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) 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;

- k) Use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles; and
 - l) Use of the Easement Premises for the dumping or channeling of storm water, excepting the placement of subterranean stormsewers.
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 a certain Settlement Agreement executed of even date herewith (the "Settlement Agreement").
 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 certain activities within the Easement Premises consistent with its obligations under applicable laws relating to the ownership of the Easement Premises, including but not limited to, granting access to utilities for purposes of placing and maintaining utilities in the Easement Premises and to governmental agencies or entities. Any activities undertaken pursuant to the this section, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas, and Grantor must restore Easement Premises to its original or equivalent state.
 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 Grantee.
 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 Easement Premises.
 9. This Agreement does not grant or convey any general right to possession or use of the Easement Premises.
 10. Grantor shall continue to have all rights and responsibilities as owner of the Easement Premises 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; however, upon the transfer of the Easement Premises, all affirmative obligations shall pass from Grantor to Grantor's successors.
 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.
 12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land. This Agreement may be modified or terminated by written agreement of the parties or their successors or assigns.
 13. This Agreement may be modified only in writing through amendment of this Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
 14. Grantee and Grantee's successors and assigns have the sole right to enforce this Agreement against Grantor and its successors and assigns.
 15. Grantor and Grantee 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 actions related to this conservation easement must be filed and pursued in Michigan state courts.
20. In addition to the terms and conditions of the Settlement Agreement, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

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. A survey map depicting the Easement Premises that also includes identifiable landmarks such as nearby roads to clearly identify the easement site.

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:

Type/Print Grantor's Name

Title (if signing on behalf of an organization)

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 10th day of April, 2008 by Nancy Trott, (name{s}) the Superintendent, (title) of Troy School District (Organization name) a _____, (state) corporation, partnership, municipality, or limited liability company (circle one), on behalf of the organization.

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

Acting in: Oakland County, Michigan

My Commission Expires: January 3, 2013

NANCY ANN TROTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 3, 2013
ACTING IN COUNTY OF

GRANTEE:
Bruce Wojciechowski

Bruce Wojciechowski

STATE OF MICHIGAN}

}ss

COUNTY OF OAKLAND}

The foregoing instrument was acknowledged before me this 10th day of April 2008 by Bruce Wojciechowski, an individual.

Nancy Trott
(Signature of Notary Public)

Nancy Trott
(Typed or Printed name of Notary Public)

Acting in: Oakland County, Michigan

My Commission Expires: January 3, 2013

GRANTEE:
Anna Wojciechowski

NANCY ANN TROTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 3, 2013
ACTING IN COUNTY OF

Anna Wojciechowski

STATE OF MICHIGAN}

}ss

COUNTY OF OAKLAND}

The foregoing instrument was acknowledged before me this 10th day of April 2008 by Anna Wojciechowski, an individual.

Nancy Trott
(Signature of Notary Public)

Nancy Trott
(Typed or Printed name of Notary Public)

Acting in: Oakland County, Michigan

My Commission Expires: January 3, 2013

Form drafted by and after recording return to:
David D. Grande-Cassell (P49359)
Clark Hill PLC
212 East Grand River Ave.
Lansing, Michigan 48906

5563647-2
5563647.2 21968/105589

NANCY ANN TROTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 3, 2013
ACTING IN COUNTY OF

Exhibit A

PARCEL LEGAL DESCRIPTION

LEGAL DESCRIPTION

BASED ON A FIELD SURVEY ALL OF THE ABOVE PARCELS OF LAND ARE ALSO DESCRIBED AS:

A PARCEL OF LAND BEGINNING AT A POINT DISTANT N.00°16'08"E., 658.33 FEET ALONG THE EAST LINE OF SECTION 23 AND S.89°16'03"W., 1318.08 FEET (RECORDED AS 1317.82 FEET) ALONG THE NORTH LINE OF "RAINTREE VILLAGE SUB NO. 1" (RECORDED IN LIBER 138, PAGES 12-16, OAKLAND COUNTY RECORDS) FROM THE EAST 1/4 CORNER OF SECTION 23, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN (SAID POINT ALSO BEING THE N.W. CORNER OF LOT 18 OF SAID "RAINTREE VILLAGE SUB NO. 1"); THENCE S.00°33'27"W., 666.68 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SECTION 23; THENCE S.88°54'30"W., 1168.50 FEET ALONG SAID EAST-WEST 1/4 LINE TO A POINT ON THE EAST LINE OF "RAINTREE VILLAGE SUB. NO. 2" (L. 139, P.1-3, O.C.R.); THENCE N.00°31'35"E., 684.16 FEET ALONG SAID EAST LINE; THENCE N.89°45'56"E., 1168.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 789,032 SQUARE FEET OR 18.11 ACRES OF LAND.

SIDWELL NO: 20-23-200-007
20-23-200-008
20-23-200-009

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1508

Tel. (248) 399-0886
Fax. (248) 399-0805

PREPARED FOR:
TROY SCHOOL DISTRICT

SCALE	DATE	DRAWN	JOB No.	SHEET
No Scale	02-22-08	RJJ	E479	1 of 1

Exhibit B

VARIABLE WIDTH GREEN BELT EASEMENT

LEGAL DESCRIPTION

A VARIABLE WIDTH EASEMENT FOR GREEN BELT DESCRIBED AS A PARCEL OF LAND BEGINNING AT A POINT DISTANT N.00°16'08"E., 658.33 FEET ALONG THE EAST LINE OF SECTION 23 AND S.89°16'03"W., 1318.08 FEET ALONG THE NORTH LINE OF "RAINTREE VILLAGE SUB NO. 1" (RECORDED IN LIBER 138, PAGES 12-16, OAKLAND COUNTY RECORDS) AND S.00°33'27"W., 666.68 FEET AND S.88°54'30"W., 1051.05 FEET FROM THE EAST 1/4 CORNER OF SECTION 23, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN; THENCE S.88°54'30"W., 117.45 FEET; THENCE N.00°31'35"E., 199.21 FEET; THENCE S.30°22'26"E., 228.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,690.20 SQUARE FEET OR 0.268 ACRES OF LAND.

20-23-200-007

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1508

Tel. (248) 399-0886
Fax (248) 399-0805

PREPARED FOR:
TROY SCHOOL DISTRICT

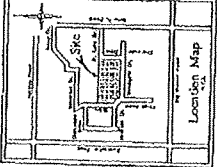
SCALE	DATE	DRAWN	JOB No.	SHEET
No Scale	02-22-08	RJJ	E479	2 of 2



NOWAK & FRAUS

Consulting Engineers
Land Surveyors
Land Planners

210 S. Sanderson Highway
Royal Oak, MI 4807-1228
Tel. (313) 995-6555
Fax. (313) 995-6552



LEGEND

Proposed	Proposed
Existing	Existing
Wetland Areas	Wetland Areas
Water	Water
Shaded	Shaded
Unshaded	Unshaded
...	...

NOTE
WETLAND AREAS
As shown on the map, wetland areas are shaded in gray. Wetland areas are shown on the map as shaded areas. Wetland areas are shown on the map as shaded areas.

LEGAL DESCRIPTION PER RECORD
Part of the West 1/2 of the Northeast 1/4 of Section 23, T24N, R11E, City of Troy, Oakland County, MI

BOUNDARY NOTE
This map shows the boundary of the property as shown on the map. The boundary is shown as a solid line. The boundary is shown as a solid line.

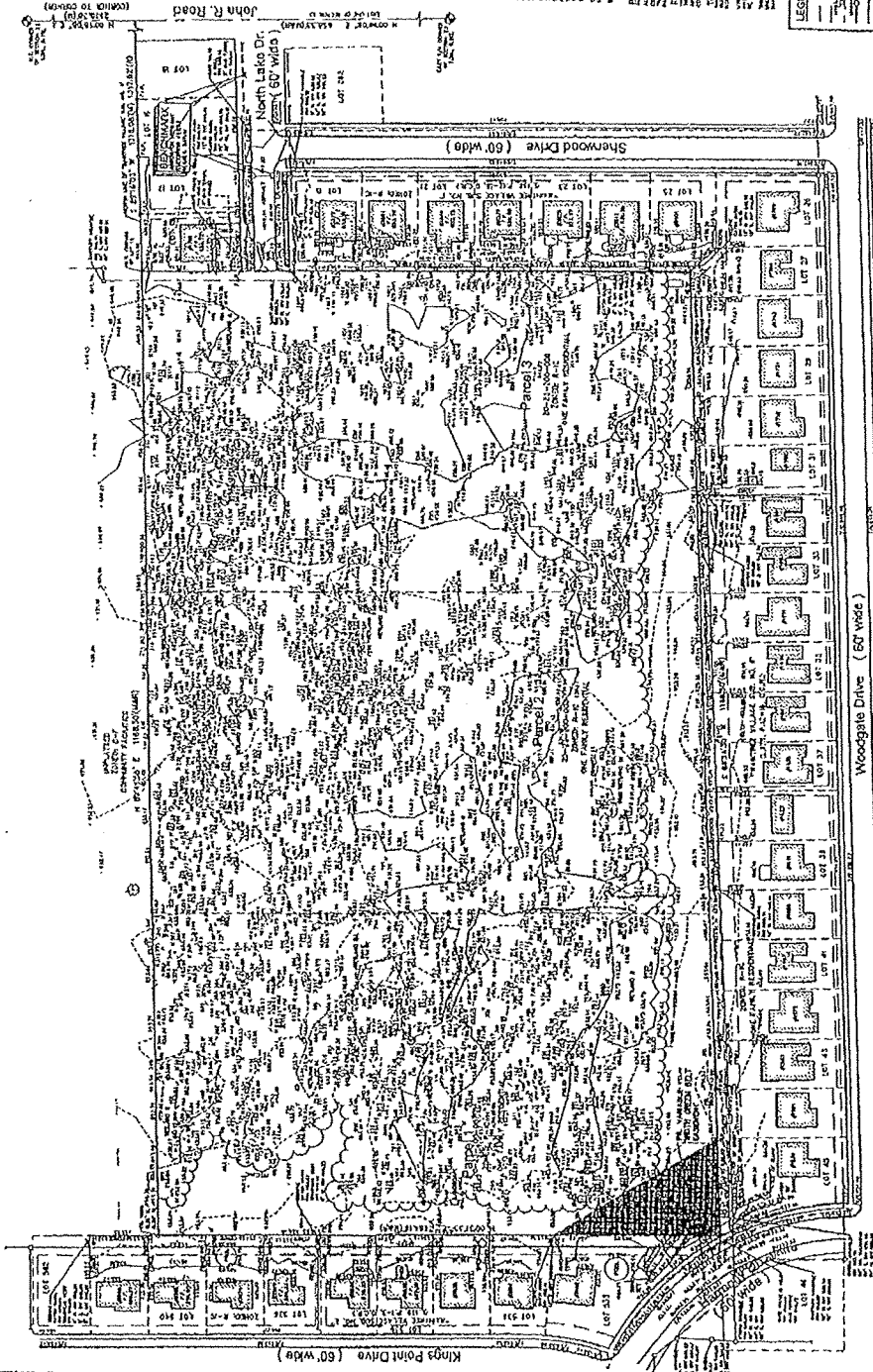
BOUNDARY / Topographic / Wetland Survey
This map shows the boundary of the property as shown on the map. The boundary is shown as a solid line. The boundary is shown as a solid line.

BOUNDARY / Topographic / Wetland Survey
This map shows the boundary of the property as shown on the map. The boundary is shown as a solid line. The boundary is shown as a solid line.

BOUNDARY / Topographic / Wetland Survey
This map shows the boundary of the property as shown on the map. The boundary is shown as a solid line. The boundary is shown as a solid line.

LEGEND
Proposed
Existing
Wetland Areas
Water
Shaded
Unshaded
...

LEGEND
Proposed
Existing
Wetland Areas
Water
Shaded
Unshaded
...



LEGEND
Proposed
Existing
Wetland Areas
Water
Shaded
Unshaded
...

LEGEND
Proposed
Existing
Wetland Areas
Water
Shaded
Unshaded
...

LEGEND
Proposed
Existing
Wetland Areas
Water
Shaded
Unshaded
...