City of Troy

CITY COUNCIL ACTION REPORT

July 8, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Asst. City Manager/Economic Development Services
John Lamerato, Assistant City Manager/Finance & Admin
Steven J. Vandette, P.E., City Engineer
Carol Anderson, Parks and Recreation Director

SUBJECT: Conservation Easement to the State of Michigan - Department of Environmental Quality in connection with Sylvan Glen Golf Course and Section 4 Weir Projects

Background:

- In March 2008, a State of Michigan wetlands permit (# 03-63-0084P) was issued to the City of Troy to dredge 2,293 cubic yards of material from 1.14 acres of wetlands in order to increase stormwater storage and detention capacity upstream of an existing weir structure in Section 4 of the City.
- As a part of the Section 4 Weir Project, 1.10 acres of wetlands were protected, and new wetland habitat areas were created.
- As a part of the Sylvan Glen Golf Course Streambank Restoration Project, over 7 acres of wetlands were created.
- As a requirement of the MDEQ permit # 03-63-0084P, the City is required to create a Conservation Area to protect 2.24 acres of wetlands at Sylvan Glen Golf Course and the Section 4 Weir Project site.
- The MDEQ permit requires the City of Troy to grant a Conservation Easement over this Conservation Area to the State of Michigan.
- The MDEQ requirement is based on a ratio of wetlands dredged to wetlands protected (1:1.5)
- The easement language requires the installation of signage at the conservation easement area on the golf course. This signage will be placed in areas that are out-of-play, and will not interfere with the play of golf. The language shall read:

WETLAND CONSERVATION EASEMENT
NO CONSTRUCTION OR PLACEMENT OF STRUCTURES ALLOWED.
NO MOWING, CUTTING, FILLING, DREDGING OR
APPLICATION OF CHEMICALS ALLOWED.
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Financial Considerations:

- The cost of signage will be kept at a minimum; all signs will be made in house.
- There is an easement recording fee to the County Register of Deeds ($26.00).

Legal Considerations:

- The Conservation Easement has been reviewed and approved by the City Attorney's Office.

Policy Considerations:

- This project is consistent with Goal I: Enhance the livability and safety of the community.

Options:

- City Management and the Engineering Department recommend that the City of Troy City Council approve by resolution the Conservation Easement to the State of Michigan.

Reviewed and approved as to legality:

Lori Grigg Bluhm, City Attorney

Prepared by Jennifer Lawson, Environmental Specialist
G:\Contracts\Contracts - 2007\07-09 Section 4 Weir Control Structure Project\conservation easement\memo01A.doc

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 _____, 2008, by and between The CITY OF TROY, a Michigan Municipality Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084 (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 the City of Troy, 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 03-63-0084P) 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 2.4 acres. A survey map depicting the easement premises is attached as Exhibit C. The MDEQ shall record this Agreement with the Oakland 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 03-63-0084P issued on March 6, 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.

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:

CITY OF TROY, a Michigan Municipal Corporation,

_____
Louise E. Schilling, Mayor
City of Troy

_____
Tonni Bartholomew, Clerk
City of Troy

STATE OF MICHIGAN }
} ss
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Louise E. Schilling, Mayor, and Tonni Bartholomew, Clerk, City of Troy, a Michigan Municipal Corporation.

_____
(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 _____ day of _____, 20__ 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)

_____
(Typed or Printed name of Notary Public)

Acting in: Ingham County, Michigan

My Commission Expires: _____

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

AFTER RECORDING, RETURN TO:

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

(August 14, 2007)

EXHIBIT A

Grantor's Property, inclusive of Easement Premises:

SECTION 4 WEIR CONTROL STRUCTURE PROJECT:

88-20-04-426-004: T2N, R11E, SEC 4 W 3 ACRES OF S 5 ACRES OF N 20 ACRES OF E 1/2 OF SE 1/4 3A

AND

88-20-04-426-017: T2N, R11E, SEC 4 TROY ACRES N 110 FT OF LOTS 8 & 9

AND

88-20-04-404-003: T2N, R11E, SEC 4 GLEN-MOOR ESTATES LOT 243

AND

88-20-04-404-004: T2N, R11E, SEC 4 GLEN-MOOR ESTATES LOT 244

AND

SYLVAN GLEN GOLF COURSE:

88-20-10-200-001: T2N, R11E, SEC 10 NE 1/4 160 A CT223

EXHIBIT B

Legal Description of the Easement Premises:

Description of Conservation Easement Area 14 (Sylvan Glen Golf Course)

Part of the Northeast ¼ of Section 10, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as: Commencing at the North ¼ Corner of said Section 10; thence North 87 degrees 20 minutes 22 seconds East, along the north line of said section, 567.76 feet; and South 02 degrees 39 minutes 38 seconds East 278.41 feet to the Point of Beginning; thence North 84 degrees 53 minutes 52 seconds East 8.11 feet; thence South 73 degrees 08 minutes 30 seconds East 14.92 feet; thence South 50 degrees 40 minutes 02 seconds East 13.43 feet; thence South 34 degrees 27 minutes 07 seconds East 15.05 feet; thence South 15 degrees 15 minutes 18 seconds East 14.80 feet; thence South 02 degrees 12 minutes 09 seconds West 18.77 feet; thence South 08 degrees 04 minutes 01 seconds East 18.51 feet; thence South 32 degrees 31 minutes 03 seconds East 13.69 feet; thence South 46 degrees 41 minutes 30 seconds East 24.19 feet; thence South 56 degrees 41 minutes 52 seconds East 23.65 feet; thence South 22 degrees 52 minutes 01 seconds West 9.00 feet; thence South 61 degrees 42 minutes 12 seconds West 15.29 feet; thence South 79 degrees 01 minutes 15 seconds West 56.86 feet; thence North 72 degrees 57 minutes 25 seconds West 18.11 feet; thence North 02 degrees 29 minutes 36 seconds East 48.09 feet; thence North 05 degrees 30 minutes 41 seconds West 16.52 feet; thence North 10 degrees 29 minutes 10 seconds West 57.07 feet; thence North 13 degrees 44 minutes 57 seconds East 13.96 feet; thence North 51 degrees 32 minutes 47 seconds East 6.26 feet to the Point of Beginning. Containing 7,629 Square Feet or 0.175 Acres, more or less.

Description of Conservation Easement Area 15 (Sylvan Glen Golf Course)

Part of the Northeast ¼ of Section 10, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as: Commencing at the North ¼ Corner of said Section 10; thence North 87 degrees 20 minutes 22 seconds East, along the north line of said section, 390.32 feet; and South 02 degrees 39 minutes 38 seconds East 479.37 feet to the Point of Beginning; thence North 56 degrees 53 minutes 47 seconds East 9.01 feet; thence North 70 degrees 16 minutes 01 seconds East 6.35 feet; thence North 79 degrees 20 minutes 51 seconds East 116.48 feet; thence South 51 degrees 40 minutes 26 seconds East 9.46 feet; thence South 18 degrees 50 minutes 06 seconds West 31.60 feet; thence South 10 degrees 54 minutes 40 seconds West 11.24 feet; thence South 60 degrees 33 minutes 36 seconds West 40.30 feet; thence South 32 degrees 15 minutes 54 seconds West 25.50 feet; thence South 51 degrees 48 minutes 18 seconds West 18.88 feet; thence South 13 degrees 25 minutes 19 seconds West 48.10 feet; thence South 27 degrees 38 minutes 46 seconds West 12.60 feet; thence South 75 degrees 25 minutes 33 seconds West 13.73 feet; thence North 63 degrees 26 minutes 06 seconds West 11.89 feet; thence North 32 degrees 23 minutes 16 seconds West 23.77 feet; thence North 25 degrees 39 minutes 20 seconds West 24.62 feet; thence North 02 degrees 02 minutes 43 seconds West 22.35 feet; thence North 05 degrees 05 minutes 06 seconds East 62.99 feet to

the Point of Beginning. Containing 12,160 Square Feet or 0.279 Acres, more or less.

Description of Conservation Easement Area 16 (Sylvan Glen Golf Course)

Part of the Northeast ¼ of Section 10, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as: Commencing at the North ¼ Corner of said Section 10; thence North 87 degrees 20 minutes 22 seconds East, along the north line of said section, 419.01 feet; and South 02 degrees 39 minutes 38 seconds East 330.71 feet to the Point of Beginning; thence South 88 degrees 12 minutes 36 seconds East 9.24 feet; thence South 28 degrees 54 minutes 51 seconds East 19.28 feet; thence South 19 degrees 47 minutes 56 seconds East 26.83 feet; thence South 26 degrees 41 minutes 15 seconds East 30.19 feet; thence South 47 degrees 09 minutes 56 seconds East 24.30 feet; thence South 08 degrees 18 minutes 18 seconds East 7.23 feet; thence South 79 degrees 33 minutes 01 seconds West 73.15 feet; thence North 02 degrees 15 minutes 56 seconds West 13.73 feet; thence North 02 degrees 15 minutes 38 seconds West 21.95 feet; thence North 01 degrees 01 minutes 23 seconds West 32.32 feet; thence North 19 degrees 50 minutes 41 seconds East 40.80 feet to the Point of Beginning. Containing 4,474 Square Feet or 0.103 Acres, more or less.

Description of Conservation Easement Area 17 (Sylvan Glen Golf Course)

Part of the Northeast ¼ of Section 10, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as: Commencing at the North ¼ Corner of said Section 10; thence North 87 degrees 20 minutes 22 seconds East, along the north line of said section, 26.20 feet; and South 02 degrees 39 minutes 38 seconds East 366.65 feet to the Point of Beginning; thence South 83 degrees 16 minutes 22 seconds East 11.02 feet; thence South 78 degrees 23 minutes 15 seconds East 66.83 feet; thence South 70 degrees 30 minutes 45 seconds East 66.83 feet; thence South 66 degrees 34 minutes 30 seconds East 106.35 feet; thence South 59 degrees 21 minutes 26 seconds West 38.27 feet; thence South 32 degrees 09 minutes 56 seconds West 60.16 feet; thence South 88 degrees 09 minutes 09 seconds West 17.90 feet; thence North 61 degrees 18 minutes 00 seconds West 58.88 feet; thence North 54 degrees 48 minutes 09 seconds West 39.55 feet; thence North 31 degrees 17 minutes 22 seconds West 78.33 feet; thence North 42 degrees 23 minutes 51 seconds West 43.75 feet to the Point of Beginning. Containing 15,519 Square Feet or 0.356 Acres, more or less.

Description of Conservation Easement Area 18 (Sylvan Glen Golf Course)

Part of the Northeast ¼ of Section 10, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as: Commencing at the North ¼ Corner of said Section 10; thence North 87 degrees 20 minutes 22 seconds East, along the north line of said section, 48.16 feet; and South 02 degrees 39 minutes 38 seconds East 248.79 feet to the Point of Beginning; thence North 82 degrees 25 minutes 55 seconds East 32.93 feet; thence South 44 degrees 16 minutes 58 seconds East 100.57 feet; thence South 00 degrees 18 minutes 11 seconds West 50.71 feet; thence North 75 degrees 17 minutes 08 seconds West 132.93 feet; thence North 17 degrees 04 minutes 08 seconds East 88.50 feet to the Point of Beginning. Containing 9,822 Square Feet or 0.225 Acres, more or less.

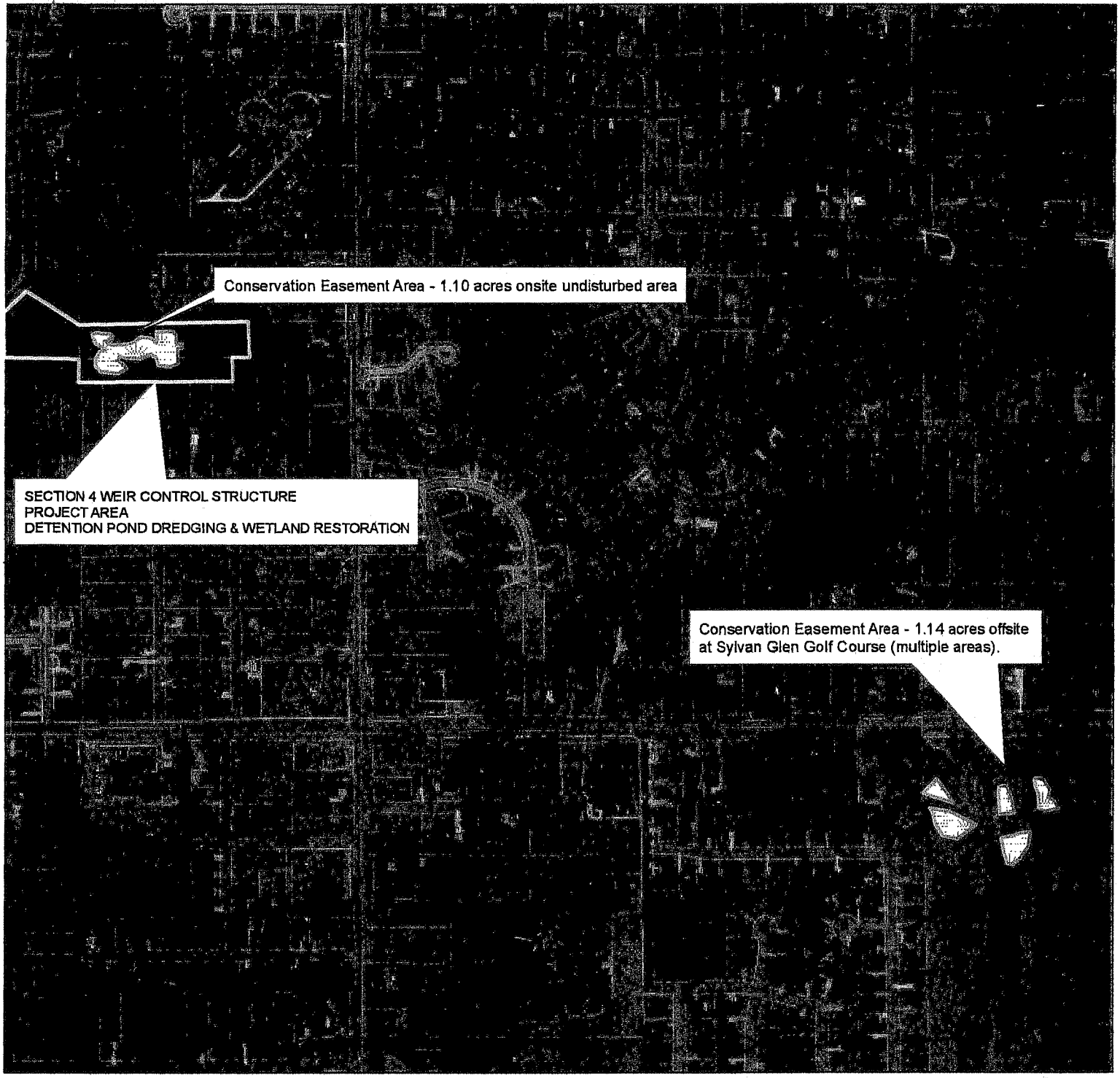
File: H:/Descriptions/Easement Descriptions/88-20-10-200-001_Conservation Esmt Area.doc

Description of Conservation Easement Area (Section 4 Weir Project)

Part of the North 110 feet of Lots 8 and 9 of "Troy Acres", as recorded in Liber 14, Page 37, Oakland County, Michigan records and part of the West 3 acres of the South 5 acres of the North 20 acres of the East ½ of the Southeast ¼ of Section 4, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows: Commencing at the Southeast Corner of said Section 4; thence North 02 degrees 50 minutes 26 seconds West, along the east line of said section, 1684.06 feet; and South 87 degrees 09 minutes 34 seconds West 864.89 feet to the Point of Beginning; thence South 86 degrees 10 minutes 16 seconds West 73.85 feet; thence North 68 degrees 47 minutes 27 seconds West 17.34 feet; thence North 31 degrees 39 minutes 39 seconds West 17.01 feet; thence North 02 degrees 07 minutes 16 seconds East 16.29 feet; thence North 30 degrees 01 minutes 06 seconds East 15.67 feet; thence South 89 degrees 21 minutes 48 seconds West 32.57 feet; thence North 82 degrees 53 minutes 32 seconds West 49.72 feet; thence North 78 degrees 46 minutes 27 seconds West 32.22 feet; thence North 89 degrees 34 minutes 54 seconds West 33.05 feet; thence South 58 degrees 02 minutes 44 seconds West 28.72 feet; thence South 81 degrees 42 minutes 25 seconds West 35.96 feet; thence North 71 degrees 40 minutes 29 seconds West 19.95 feet; thence South 38 degrees 34 minutes 36 seconds West 9.72 feet; thence South 11 degrees 02 minutes 27 seconds West 7.56 feet; thence South 34 degrees 19 minutes 16 seconds East 7.59 feet; thence South 57 degrees 10 minutes 17 seconds East 13.35 feet; thence South 85 degrees 52 minutes 55 seconds East 15.12 feet; thence North 72 degrees 04 minutes 19 seconds East 12.93 feet; thence South 83 degrees 56 minutes 45 seconds East 16.01 feet; thence South 36 degrees 15 minutes 14 seconds East 15.71 feet; thence South 01 degrees 15 minutes 16 seconds East 16.53 feet; thence South 35 degrees 42 minutes 24 seconds West 14.26 feet; thence South 66 degrees 10 minutes 33 seconds West 10.15 feet; thence South 86 degrees 32 minutes 09 seconds West 49.91 feet; thence North 63 degrees 57 minutes 44 seconds West 8.79 feet; thence North 24 degrees 54 minutes 16 seconds West 7.50 feet; thence North 20 degrees 10 minutes 56 seconds West 13.57 feet; thence North 60 degrees 21 minutes 42 seconds West 12.07 feet; thence South 86 degrees 31 minutes 25 seconds West 12.93 feet; thence South 51 degrees 46 minutes 32 seconds West 8.68 feet; thence South 73 degrees 56 minutes 24 seconds West 4.14 feet; thence North 61 degrees 41 minutes 57 seconds West 4.45 feet; thence North 12 degrees 55 minutes 34 seconds West 11.32 feet; thence North 02 degrees 48 minutes 35 seconds East 19.68 feet; thence North 44 degrees 24 minutes 34 seconds East 16.55 feet; thence North 68 degrees 49 minutes 27 seconds East 14.36 feet; thence South 73 degrees 35 minutes 11 seconds East 16.22 feet; thence North 41 degrees 30 minutes 06 seconds East 19.57 feet; thence North 21 degrees 12 minutes 33 seconds West 17.34 feet; thence North 09 degrees 23 minutes 29 seconds East 48.05 feet; thence North 51 degrees 59 minutes 26 seconds West 15.77 feet; thence North 85 degrees 18 minutes 26 seconds West 16.22 feet; thence South 77 degrees 51 minutes 03 seconds West 17.77 feet; thence North

82 degrees 12 minutes 53 seconds West 15.58 feet; thence North 50 degrees 16 minutes 39 seconds West 21.33 feet; thence North 20 degrees 52 minutes 12 seconds West 12.99 feet; thence North 14 degrees 55 minutes 14 seconds East 10.72 feet; thence North 70 degrees 38 minutes 51 seconds East 22.64 feet; thence North 84 degrees 34 minutes 59 seconds East 165.86 feet; thence South 50 degrees 48 minutes 06 seconds East 16.03 feet; thence South 02 degrees 14 minutes 45 seconds West 12.31 feet; thence South 45 degrees 27 minutes 30 seconds West 10.66 feet; thence South 79 degrees 59 minutes 31 seconds West 62.47 feet; thence South 67 degrees 31 minutes 32 seconds West 43.86 feet; thence South 17 degrees 02 minutes 03 seconds West 7.41 feet; thence South 30 degrees 13 minutes 51 seconds East 4.85 feet; thence South 79 degrees 30 minutes 31 seconds East 49.68 feet; thence North 86 degrees 35 minutes 37 seconds East 50.75 feet; thence North 73 degrees 42 minutes 37 seconds East 46.87 feet; thence North 80 degrees 32 minutes 16 seconds East 40.35 feet; thence South 80 degrees 41 minutes 43 seconds East 21.63 feet; thence North 28 degrees 18 minutes 25 seconds East 18.63 feet; thence North 03 degrees 13 minutes 28 seconds East 17.16 feet; thence North 15 degrees 04 minutes 07 seconds East 19.49 feet; thence North 45 degrees 00 minutes 00 seconds East 17.06 feet; thence North 67 degrees 46 minutes 57 seconds East 18.50 feet; thence North 83 degrees 31 minutes 45 seconds East 50.23 feet; thence South 09 degrees 40 minutes 49 seconds East 43.19 feet; thence South 41 degrees 19 minutes 32 seconds East 18.63 feet; thence South 68 degrees 49 minutes 51 seconds East 13.19 feet; thence South 88 degrees 01 minutes 55 seconds East 7.06 feet; thence South 04 degrees 44 minutes 45 seconds East 8.93 feet; thence South 81 degrees 15 minutes 57 seconds West 9.32 feet; thence South 50 degrees 03 minutes 49 seconds West 13.53 feet; thence South 30 degrees 52 minutes 01 seconds West 12.23 feet; thence South 02 degrees 54 minutes 39 seconds West 14.25 feet; thence South 00 degrees 18 minutes 50 seconds East 96.09 feet to the Point of Beginning. Containing 47,972 Square Feet or 1.10 Acres, more or less.

File: H:/Descriptions/Easement Descriptions/88-20-04-426-004_Conservation Esmt Area.doc



1 inch equals 0.125 miles

MDEQ Permit #03-63-0084P
Section 4 Weir Control Structure
Conservation Easement Documentation

EXHIBIT C

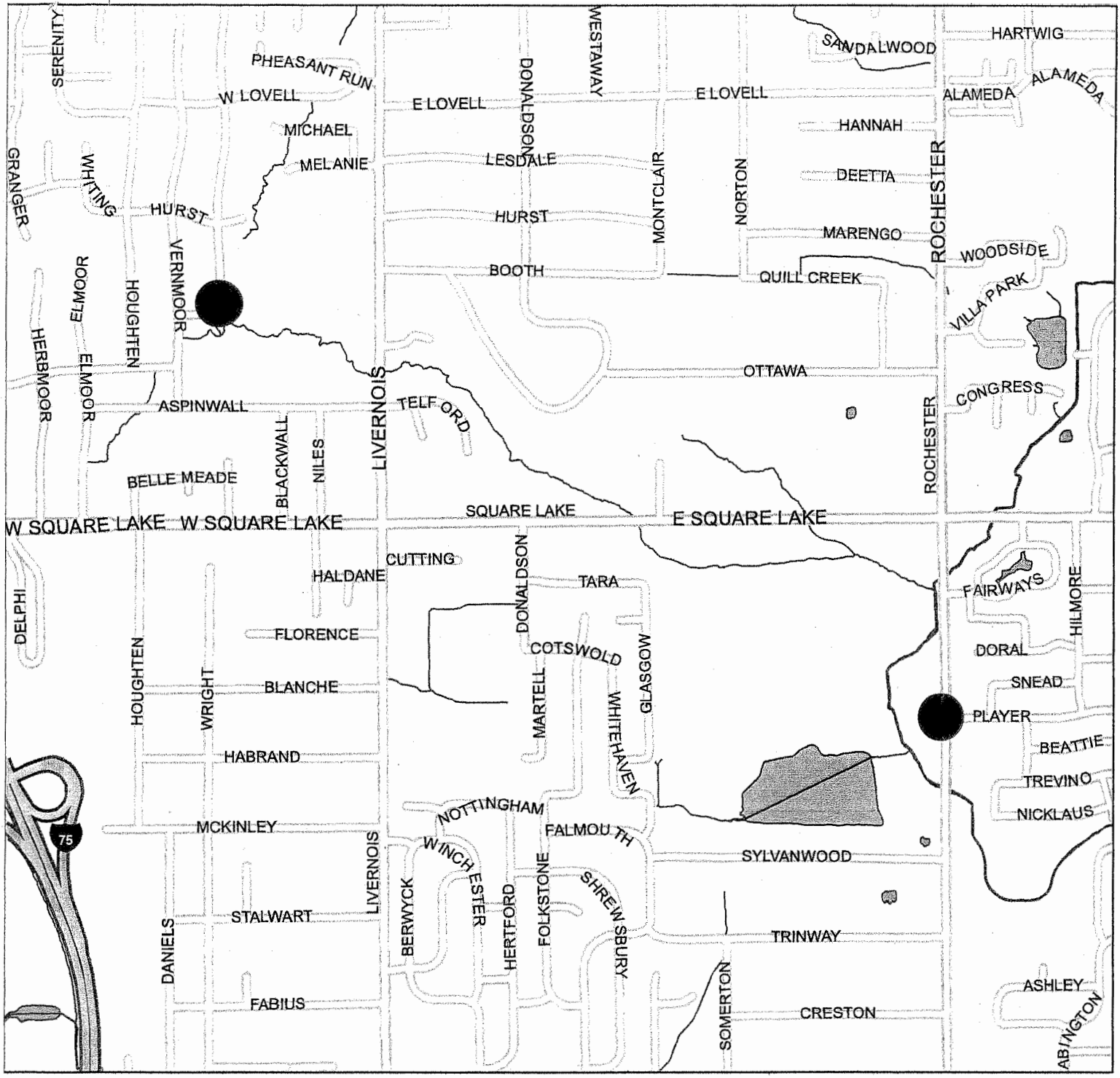
EXHIBIT D

Path of legal access:

1. Parcels 88-20-04-426-017 and 88-20-04-426-004 are accessible from Fredmoor, east of Vernmoor, through parcel 88-20-04-404-003.
2. Sylvan Glen Golf Course is accessible from Rochester Road. Visits are permissible, but notification of golf course staff is suggested for safety.

This statement authorizes MDEQ staff ingress and egress to the easement areas for the purpose of wetland monitoring and inspection.

For additional information – see attached map (exhibit D)



1 inch equals 0.25 miles

ACCESS LOCATIONS

MDEQ Permit #03-63-0084P
Section 4 Weir Control Structure
Conservation Easement Documentation

EXHIBIT D