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AUG 09 2006
Ruth Johnson Register of Deeds
Oakland County, MI

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LIBER 38209 PAGE 723
\$37.00 MISC RECORDING
\$4.00 REDEMPTION/TAXON
10/05/2006 09:56:11 A.M. RECEIPT# 113090
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTRAR OF DEEDS

RECEIVED
SEP 28 2006
Ruth Johnson Register of Deeds
Oakland County, MI

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 March 30, 2006, by and between

Kalabat Equities (name) married/single (circle one), or corporation, partnership, municipality, or limited liability company (circle one), whose address is 28530 Orchard Lake Road, Farmington Hills, MI 48334 (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 City of Novi, 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 02-63-0264-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 9.10 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 this Agreement is to protect the functions and values of existing or established wetlands and 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 02-63-0264-P issued on 9/23/02 and revised on March 16, 2006 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:

TOP
L

O.K. - MH

- 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
 - 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; or to control invasive non-native plant species that endanger the health of native species.
 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; 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 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. This Agreement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
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.
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 supercede 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.

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:

Signature:

[Handwritten Signature]

Jamal Kalabat
Type/Print Grantor's Name

President
Title (if signing on behalf of an organization)

Kalabat Equities
Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }
 } ss
COUNTY OF OAKLAND }

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

The foregoing instrument was acknowledged before me this 26th day of MAY, 2006

by Jamal Kalabat, (name[s]) the President, (title)

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

[Handwritten Signature]
(Signature of Notary Public)

Dennis S. Mulligan
(Typed or Printed name of Notary Public) Oakland County, MI

Acting in: Oakland County, Michigan

My Commission Expires: 8-6-06

(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: Oakland County, Michigan

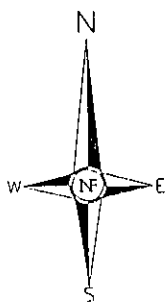
My Commission Expires: _____

EXHIBIT C

WETLAND CONSERVATION EASEMENT

N. 1/4 CORNER
SECTION 13
T.1N.,R.8E

N.E. CORNER
SECTION 13
T.1N.,R.8E



N87°03'19"E 1379.01' 12 Mile Road (Width Varies) S03°26'57"W 130.79'

N02°05'41"E 30.00'

S87°54'19"E 130.79'

N41°17'27"E 113.26'

S87°54'19"E 34.89'

S87°54'19"E 250.90'

P.O.B.

10' WD. EASEMENT

P.O.B. EASEMENT

M-5 Ramp B

N08°05'42"E 384.78'

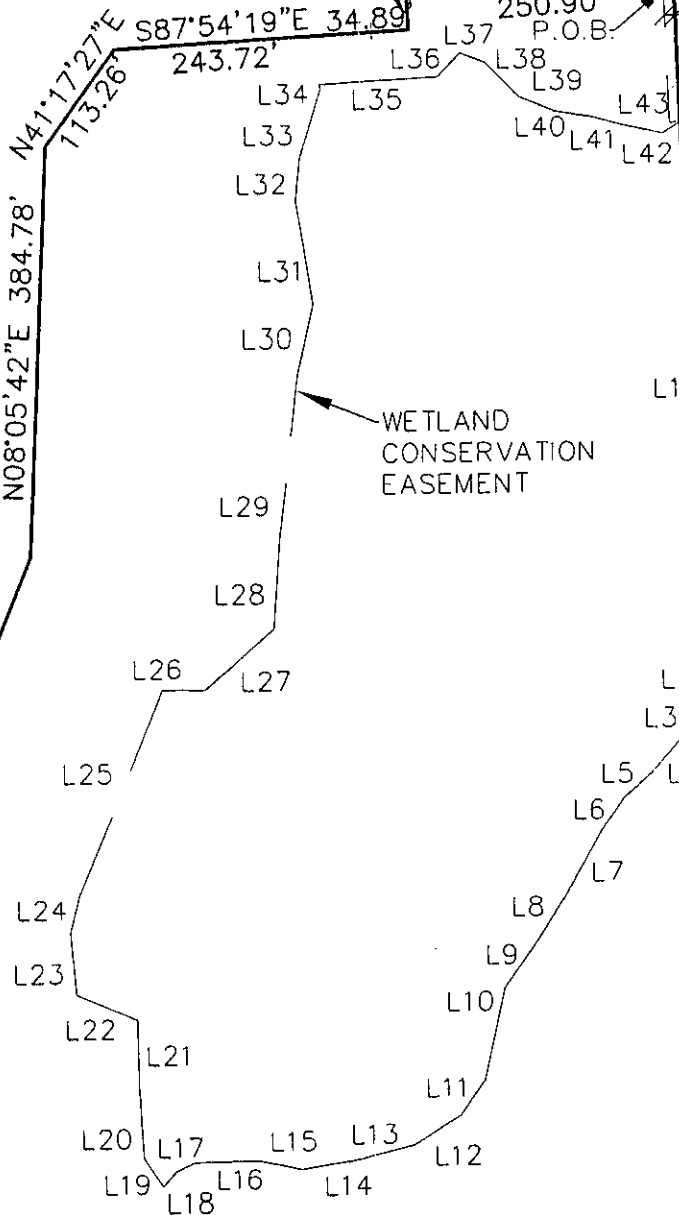
N27°58'45"E 444.19'

N41°12'02"E 184.54' (368.90')

N54°13'17"E 252.26'

N87°18'28"W 1122.20'

S03°26'57"W 1210.18'



WETLAND CONSERVATION EASEMENT

N41°12'02"E 184.36'
N15°41'49"E 281.60'
N06°15'34"W 272.82'
N16°39'26"W 290.12'
N11°25'10"W 395.56'
S87°33'42"E 324.51'

CENTER OF SECTION 13
T.1N.,R.8E

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

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

Tel. (248) 399-6886
Fax. (248) 399-0805

SCALE	DATE	REVISED	DRAWN	JOB No.	SHEET
1" = 180'	04.24.06	05.03.06 09.01.06	D. McConkey	C255	1 of 3

EXHIBIT A

WETLAND CONSERVATION EASEMENT

LEGAL DESCRIPTION

That part of the Northwest quarter of the Northeast quarter of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, lying Easterly and Southerly of a line described as: Commencing at the Southwest corner of the Northeast quarter of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, thence S87°33'42"E along the East-West 1/4 line of said Section 13 a distance 324.51 feet to the East Limited Access right of way line of Highway M-5; thence N11°25'10"W 395.56 feet along said Limited access right of way line of said highway M-5; thence N16°39'26"W, 290.12 feet; thence N06°15'34"W, 272.82 feet; thence N15°41'49"E 281.60 feet; thence N41°12'02"E, 368.90 feet; thence N54°13'17"E, 252.26 feet; thence N27°58'45"E, 444.19 feet; thence N08°05'42"E, 384.78 feet; thence N41°17'27"E, 113.26 feet; thence S87°54'19"E, 251.54 feet more or less to the point of ending of limited access row (being the West line of the Easterly 285.00 feet of the Northwest quarter of the Northeast quarter of said Section 13); thence continuing S86°04'18"E, 27.07 feet, thence N02°05'41"E, 30.00 feet; thence S87°54'19"E, 400.00 feet to the point of ending. Containing 20.18 acres more or less

82-13-200-031
-009
-036

Also based on a field survey described as follows; Commencing at the North 1/4 corner of Section 13, T.1N., R.8E, City of Novi, Oakland County, Michigan; thence N87°03'19"E along said section line 1379.01 feet; thence S03°26'57"W 130.79 feet to the point of beginning; thence S03°26'57"W 1210.18 feet; thence N87°18'28"W 1122.20 feet to the East line of the Limited Access right of way line of Highway M-5; thence the following six courses along said limited access right of way; N41°12'02"E 184.54 feet and N54°13'17"E 252.26 feet; and N27°58'45"E 444.19 feet; and N08°05'42"E 384.78 feet; and N41°17'27"E 113.26 feet; and S87°54'19"E 243.72 feet; thence S87°54'19"E 34.89 feet thence N02°05'41"E 30.00 feet; thence S87°54'19"E 250.90 feet to the point of beginning. Containing 880,707 square feet or 20.22 acres.

There shall be no right of ingress or egress over and across the above described limited access right of way line of Highway M-5 and 12 Mile Road, to from or between the lands herein described.

NF **NOWAK & FRAUS**

Consulting Engineers • Land Surveyors • Land Planners

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

Tel. (248) 399-0686
Fax. (248) 399-0805

SCALE	DATE	REVISED	DRAWN	JOB No.	SHEET
1" = 180'	04.24.06	05.03.06 09.01.06	D. McConkey	C255	2 of 3

EXHIBIT B

WETLAND CONSERVATION EASEMENT

LEGAL DESCRIPTION WETLAND CONSERVATION EASEMENT

A wetland conservation easement is described as follows; Commencing at the North 1/4 corner of Section 13, T.1N.,R.8E, City of Novi, Oakland County, Michigan; thence N87°03'19"E along said section line 1379.01 feet; thence S03°26'57"W 266.11 feet to the point of beginning; thence continuing S03°26'57"W 525.70 feet; thence S39°34'08"W 25.69 feet; thence S23°24'02"W 34.34 feet; thence S47°20'55"W 37.30 feet; thence S52°43'17"W 38.17 feet; thence S40°31'10"W 36.93 feet; thence S33°52'40"W 66.30 feet; thence S37°28'09"W 57.28 feet; thence S40°45'11"W 52.24 feet; thence S17°52'12"W 88.88 feet; thence S39°39'32"W 40.46 feet; thence S62°20'04"W 52.33 feet; thence S80°48'38"W 51.68 feet; thence S86°03'00"W 57.37 feet; thence N72°19'50"W 41.43 feet; thence N85°50'49"W 60.78 feet; thence S69°49'52"W 20.59 feet; thence S45°30'33"W 18.42 feet; thence N27°27'59"W 32.97 feet; thence N01°58'26"E 71.23 feet; thence N04°57'47"E 61.83 feet; thence N61°56'04"W 62.54 feet; thence N00°43'14"E 58.43 feet; thence N19°37'28"E 36.74 feet; thence N27°58'46"E 210.12; thence S83°55'05"E 41.27 feet; thence N54°32'47"E 86.32 feet; thence N09°57'08"E 81.09 feet; thence N11°59'09"E 156.79 feet; thence N18°56'27"E 68.35 feet; thence N03°46'48"W 98.23 feet; thence N11°38'39"E 40.54 feet; thence N22°56'36"E 69.25 feet; thence N30°01'17"W 3.79 feet; thence S87°54'19"E 112.32 feet; N48°18'17"E 31.32 feet; thence S62°44'39"E 24.48 feet; thence S38°13'22"E 46.51 feet; thence S62°14'31"E 35.58 feet; thence S74°46'48"E 35.90 feet; thence S69°30'05"E 27.62 feet; thence S71°32'07"E 40.37 feet; thence N62°26'49"E 19.35 feet to the point of beginning. Containing 396,613 square feet or 9.10 acres.

PT 22-13-200-031

LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S03°26'57"W	525.70'	L29	N11°59'09"E	156.79'
L2	S39°34'08"W	25.69'	L30	N18°56'27"E	68.35'
L3	S23°24'02"W	34.34'	L31	N03°46'48"W	98.23'
L4	S47°20'55"W	37.30'	L32	N11°38'39"E	40.54'
L5	S52°43'17"W	38.17'	L33	N22°56'36"E	69.25'
L6	S40°31'10"W	36.93'	L34	N30°01'17"W	3.79'
L7	S33°52'40"W	66.30'	L35	S87°54'19"E	112.32'
L8	S37°28'09"W	57.28'	L36	N48°18'17"E	31.32'
L9	S40°45'11"W	52.24'	L37	S62°44'39"E	24.48'
L10	S17°52'12"W	88.88'	L38	S38°13'22"E	46.51'
L11	S39°39'32"W	40.46'	L39	S62°14'31"E	35.58'
L12	S62°20'04"W	52.33'	L40	S74°46'48"E	35.90'
L13	S80°48'38"W	51.68'	L41	S69°30'05"E	27.62'
L14	S86°03'00"W	57.37'	L42	S71°32'07"E	40.37'
L15	N72°19'50"W	41.43'	L43	N62°26'49"E	19.35'
L16	N85°50'49"W	60.78'			
L17	S69°49'52"W	20.59'			
L18	S45°30'33"W	18.42'			
L19	N27°27'59"W	32.97'			
L20	N01°58'26"E	71.23'			
L21	N04°57'47"E	61.83'			
L22	N61°56'04"W	62.54'			
L23	N00°43'14"E	58.43'			
L24	N19°37'28"E	36.74'			
L25	N27°58'46"E	210.12'			
L26	S83°55'05"E	41.27'			
L27	N54°32'47"E	86.32'			
L28	N09°57'08"E	81.09'			

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

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

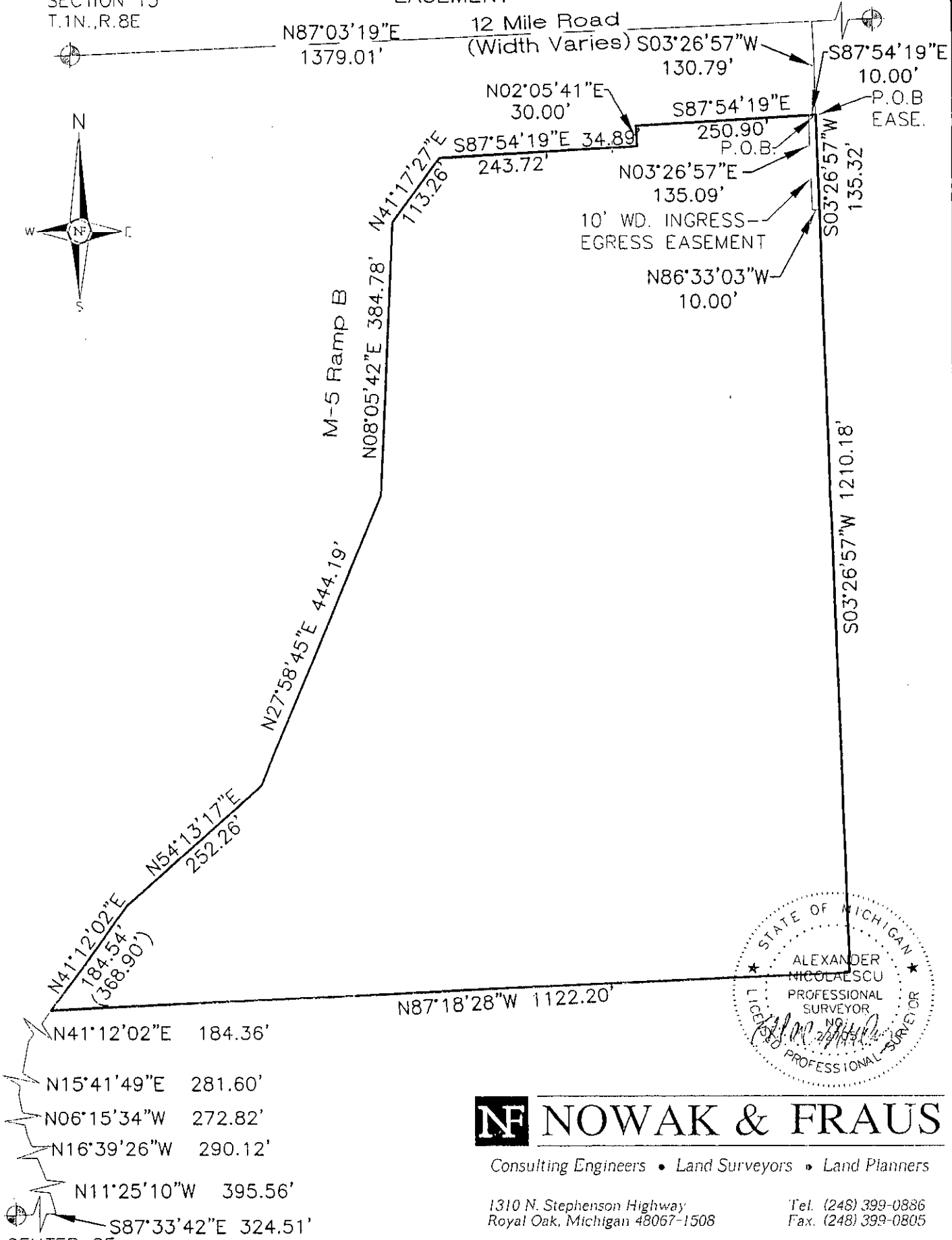
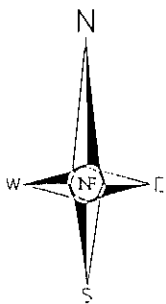
Tel. (248) 399-0886
Fax. (248) 399-0805

SCALE	DATE	REVISED	DRAWN	JOB No.	SHEET
1" = 180'	04.24.06	05.03.06 09.01.06	D. McConkey	C255	3 of 3

EXHIBIT D
INGRESS-EGRESS
EASEMENT

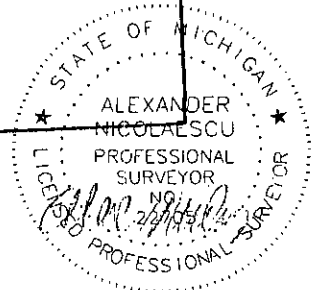
N.E. CORNER
SECTION 13
T.1N.,R.8E

N. 1/4 CORNER
SECTION 13
T.1N.,R.8E



N41°12'02"E 184.36'
N15°41'49"E 281.60'
N06°15'34"W 272.82'
N16°39'26"W 290.12'
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S87°33'42"E 324.51'

CENTER OF
SECTION 13
T.1N.,R.8E



NF **NOWAK & FRAUS**

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Fax. (248) 399-0805

SCALE 1" = 180' DATE 05.03.06 REVISED 09.01.06 DRAWN D. McConkey JOB No. C255 SHEET 1 of 2

EXHIBIT D
INGRESS-EGRESS
EASEMENT

LEGAL DESCRIPTION

That part of the Northwest quarter of the Northeast quarter of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, lying Easterly and Southerly of a line described as: Commencing at the Southwest corner of the Northeast quarter of Section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, thence S87°33'42"E along the East-West 1/4 line of said Section 13 a distance 324.51 feet to the East Limited Access right of way line of Highway M-5; thence N11°25'10"W 395.56 feet along said Limited access right of way line of said highway M-5; thence N16°39'26"W, 290.12 feet; thence N06°15'34"W, 272.82 feet; thence N15°41'49"E 281.60 feet; thence N41°12'02"E, 368.90 feet; thence N54°13'17"E, 252.26 feet; thence N27°58'45"E, 444.19 feet; thence N08°05'42"E, 384.78 feet; thence N41°17'27"E, 113.26 feet; thence S87°54'19"E, 251.54 feet more or less to the point of ending of limited access row (being the West line of the Easterly 285.00 feet of the Northwest quarter of the Northeast quarter of said Section 13); thence continuing S86°04'18"E, 27.07 feet, thence N02°05'41"E, 30.00 feet; thence S87°54'19"E, 400.00 feet to the point of ending. Containing 20.18 acres more or less

22-13-200-031
 -009
 -036

Also based on a field survey described as follows; Commencing at the North 1/4 corner of Section 13, T.1N.,R.8E, City of Novi, Oakland County, Michigan; thence N87°03'19"E along said section line 1379.01 feet; thence S03°26'57"W 130.79 feet to the point of beginning; thence S03°26'57"W 1210.18 feet; thence N87°18'28"W 1122.20 feet to the East line of the Limited Access right of way line of Highway M-5; thence the following six courses along said limited access right of way; N41°12'02"E 184.54 feet and N54°13'17"E 252.26 feet; and N27°58'45"E 444.19 feet; and N08°05'42"E 384.78 feet; and N41°17'27"E 113.26 feet; and S87°54'19"E 243.72 feet; thence S87°54'19"E 34.89 feet thence N02°05'41"E 30.00 feet; thence S87°54'19"E 250.90 feet to the point of beginning. Containing 880,707 square feet or 20.22 acres.

There shall be no right of ingress or egress over and across the above described limited access right of way line of Highway M-5 and 12 Mile Road, to from or between the lands herein described.

LEGAL DESCRIPTION INGRESS AND EGRESS EASEMENT

An easement for ingress and egress is described as follows; Commencing at the North 1/4 corner of Section 13, T.1N.,R.8E, City of Novi, Oakland County, Michigan; thence N87°03'19"E along said section line 1379.01 feet; thence S03°26'57"W 130.79 feet to the point of beginning; thence continuing S03°26'57"W 135.32 feet; thence N86°33'03"W 10.00 feet; thence N03°26'57"E 135.09 feet; thence S87°54'19"E 10.00 feet to the point of beginning. Containing 1,352 square feet or 0.03 acres.

PT 22-13-200-031



Consulting Engineers • Land Surveyors • Land Planners

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

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

SCALE	DATE	REVISED	DRAWN	JOB No.	SHEET
None	05.03.06	09.01.06	D. McConkey	C255	2 of 2