

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

Legacy Land Development Inc.  
48582 Van Dyke  
Utica, MI 48317

File Numbers: 97-50-0040-V  
04-50-0014-V

City of New Baltimore  
36535 Green Street  
New Baltimore, MI 48047

**CONSENT AGREEMENT**

This Consent Agreement (Agreement) is entered into by and between Legacy Land Development Inc. (Legacy), the City of New Baltimore, and the Land and Water Management Division (LWMD), Michigan Department of Environmental Quality (Department) and shall become effective on the date on which the last party signs this Agreement (Effective Date). All times for performance of activities under this Agreement shall be calculated from the Effective Date.

RECITALS

By correspondence dated November 14, 1997, the LWMD issued a Notice of Violation (Notice), in part, pursuant to Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, to Legacy. The LWMD alleged within the Notice that Legacy impacted certain wetlands (Alleged Unauthorized Activities) on property located within the Phase II portion of the Maple Creek Subdivision, Part of the Northeast Quarter of Section 12, T.3N., R.14E., City of New Baltimore, Macomb County, Michigan (Property as further defined on attached **Exhibit A**);

The LWMD requested within the Notice (97-50-0040-V) that all Alleged Unauthorized Activities on the Property cease and desist and that the area affected by the Alleged Unauthorized Activities be restored;

Legacy owned or had control of the Property at the time the Alleged Unauthorized Activities were performed and the LWMD alleges that the Alleged Unauthorized Activities were performed without a permit under Part 303;

Legacy and the LWMD acknowledge that prior to the Alleged Unauthorized Activities occurring on the Property, there existed approximately 17.5 acres of wetlands regulated (Regulated Wetland) by the State of Michigan under Part 303, of which approximately 3.46 acres of the Regulated Wetland was impacted;

The LWMD and Legacy Land Development Inc. entered into a **Consent Agreement (First Agreement) on April 13, 2001**, as amended on July 27, 2001, to resolve their dispute over the Alleged Unauthorized Activities;

The First Agreement required Legacy to engage in certain activities, including restoration of 2.87 acres of the impacted Regulated Wetland and to pay a settlement amount of Fifty Thousand Dollars (\$50,000.00) to the State of Michigan;

The LWMD issued to Legacy a Part 303 permit (File Number 00-50-0267-P) on April 13, 2001 (First Permit). The First Permit authorized the placement of fill material within 1.58 acres of wetland (0.59 acre of which was filled prior to said authorization). As a primary condition of the First Permit, 2.2 acres of scrub/shrub and emergent wetland was required to be constructed to mitigate for the Alleged Unauthorized Activities;

On July 29, 2001, Legacy granted a conservation easement in favor of the Department over six areas of existing wetland (13.28 acres), proposed wetland restoration (2.87 acres) and proposed wetland mitigation (2.2 acres) areas totaling 18.35 acres on the Property in accordance with the First Agreement. The Conservation Easement was recorded in Macomb County, Liber 010831, pages 609 to 624;

By correspondence dated April 13, 2004, the LWMD notified Legacy, that Legacy had failed to comply with terms and provisions in the First Agreement, including failure to comply with the required restoration of 2.87 acres of wetland on the Property and construction of the required 2.2 acres of wetland mitigation;

By correspondence dated December 14, 2004, the Department of Attorney General notified Legacy, that Legacy had failed to pay the Fifty Thousand Dollar (\$50,000.00) settlement payment required pursuant to the First Agreement.

The LWMD and Legacy entered into a Second Consent Agreement (Second Agreement) on January 7, 2007, to resolve their dispute over the Alleged Unauthorized Activities and failure of Legacy to comply with all provisions of the First Agreement;

The Second Agreement required Legacy to engage in certain activities, including restoration of 2.41 acres of impacted Regulated Wetland, submit a new permit application, and to pay a settlement penalty amount of Seventy-five Thousand Dollars (\$75,000.00) for failure to provide the settlement penalty in accordance with the First Agreement;

Legacy submitted a second permit application, File No. 07-50-0007-P, (Second Permit) for 1.07 acres of after-the-fact impacts to Regulated Wetland and 4.11 acres of new proposed impacts to Regulated Wetland. Approximately 8 acres of wetland was proposed to be created and 11.8 acres of existing wetland was proposed to be preserved as mitigation for the proposed and after-the-fact impacts to Regulated Wetland.

Legacy submitted concurrently with the Second Permit application a request to modify the conservation easement previously recorded pursuant to the First Agreement (Existing Easement).

Legacy paid Fifty Thousand Dollars (\$50,000) of the Seventy-five Thousand Dollars (\$75,000.00) settlement amount on April 10, 2007, as required pursuant to the Second Agreement.

By correspondence dated June 27, 2008, the LWMD notified Legacy that Legacy had failed to comply with terms and provisions of the Second Agreement, including those concerning payment of the settlement amount and completion of the required wetland restoration;

Legacy no longer desires to pursue with the LWMD the Second Permit (File No. 07-50-0007-P) and the associated conservation easement modification request, and;

Legacy, in exchange for donating the Property to the City of New Baltimore and the City of New Baltimore agreeing to assume responsibility to Complete the **2.72 acres** of wetland restoration described within this Consent Agreement, Legacy requests that the LWMD waive the remaining Twenty-five Thousand Dollar (\$25,000.00) settlement payment and any stipulated penalties accrued for the failure to comply with the Second Agreement.

The City of New Baltimore, as a condition of accepting the Property, agrees to enter into this Consent Agreement requiring the City of New Baltimore to restore the **2.72 acres** of impacted wetland and to record a conservation easement in favor of the Department over **32.455 acres** of land identified and described in the attached **Exhibit B**, provided the conservation easement does not restrict the City of New Baltimore from developing the property as a public park in accordance with the development plan attached as **Exhibit D**.

The LWMD and Legacy desire to resolve LWMD allegations against Legacy regarding Alleged Unauthorized Activities without the necessity of additional administrative and/or judicial proceedings; and thereby enter into this Consent Agreement which transfers certain responsibilities of Legacy, as outlined in Second Agreement, to the City of New Baltimore;

This Agreement identifies the necessary actions to be taken by the City of New Baltimore, Legacy and the LWMD, and imposes certain conditions upon performance of these actions.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### SECOND AGREEMENT

1. Upon execution of this Agreement by all parties, the Second Agreement executed on January 7, 2007, between Legacy and the LWMD is hereby revoked and shall be considered null and void. This Agreement satisfies the requirement in Paragraph 38 of the Second Agreement that a written agreement executed among all of the parties to the Second Agreement is necessary to revoke the Second Agreement.
2. This Agreement resolves in full the dispute between the LWMD and Legacy regarding Legacy's compliance with the First and Second Agreements. Neither the LWMD nor Legacy shall pursue any claims for enforcement of the First or Second Agreements.

## COMPLIANCE AND IMPLEMENTATION SCHEDULE

### SITE RESTORATION REQUIREMENTS

3. The City of New Baltimore shall complete restoration of 2.32 acres of Wetland (Wetland Restoration Area) by July 1, 2010, in accordance with the LWMD approved wetland restoration plan prepared by Project Control Engineering, Inc. dated and last revised on November 19, 2009 and attached as **Exhibit E**.
4. The City of New Baltimore shall control the invasive species *Phragmites australis* (Giant Reed Grass) pursuant to the invasive species control plan attached as **Exhibit F**.

### REPORTING AND MONITORING REQUIREMENTS

5. The City of New Baltimore shall provide by August 31, 2011, to the LWMD, a written report evaluating the development of the wetland restoration areas and the effectiveness of invasive species control measures for the period of June 15, 2010 through July 15, 2011. The report shall be prepared in accordance with the requirements found in **Exhibit G**. No additional such reports shall be required.
6. Should the Wetland Restoration Area fail to support a predominance of wetland vegetation (as defined in the USACE 1987 Wetland Delineation Manual) or fail to demonstrate satisfactory progress towards a self-sustaining wetland system and/or the mean percent cover of *Phragmites australis* exceeds (10) percent within any monotypic stands greater and .05 acre on the Property as of July 15, 2011, the City of New Baltimore shall:
  - A. Assess the problem(s) and identify the probable causes;
  - B. Develop reasonable and necessary corrective measures as a revision to the original plan;
  - C. Reasonable and necessary corrective measures may include, but are not limited to, regrading soils to improve hydrology, reseeding and/or replanting of wetland plants and additional *Phragmites* control measures;
  - D. Submit a copy of the proposed corrective measures within the report required pursuant to paragraph 5 above to the LWMD for review;
  - E. Upon LWMD approval, immediately implement the corrective measures.
  - F. Provided that the City of New Baltimore in good faith takes the appropriate corrective measures by December 1, 2011 as required and/or described under paragraphs 6(A) through 6(E), above, and as approved by the MDEQ under paragraphs 6(D) and (E), above, and irrespective of whether such measures are successful, the City of New Baltimore then shall have no further obligation to:

- a. Monitor the success of wetland restoration or the control of invasive species.
- b. Report to the MDEQ concerning the success of wetland restoration or invasive species control.
- c. Take any further corrective measures to ensure that the wetland community will be self-sustaining.
- d. Take any further corrective measures to control invasive species.

### CONSERVATION EASEMENT REQUIREMENTS

- RR MD LS CMS*
7. The City of New Baltimore shall, within 15 days of the Effective Date of this Agreement, provide to the LWMD a modified conservation easement to remove two areas of land within the existing conservation easement boundary as identified on the attached **Exhibit C**. In addition, the City of New Baltimore shall submit a second conservation easement for the purpose of adding additional land to the modified conservation easement as identified and described on **Exhibit B**. The modified easement document and new easement document shall be completed utilizing the forms attached as **Exhibits G** and **H** respectively or on a form approved by the LWMD.
  8. The LWMD shall review the information submitted pursuant to paragraph 7 and notify the City of New Baltimore, in writing, of any additional information necessary to record the modified conservation easement.
  9. The City of New Baltimore shall, provide the information identified pursuant to Paragraph within 10 days of receiving the LWMD's request for information.
  10. The City of New Baltimore, within 30 days of the recording of the Modified Conservation Easement, shall demarcate the boundary of the easement with signage. The signs shall be placed approximately **300 feet on center** and include the following language:

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

### PERMIT REQUIREMENTS

11. On October 26, 2009, the LWMD issued a DRAFT permit under the authority of Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, to place fill material within **.43 acre** of wetlands to facilitate the development of a public park in accordance with the development plan attached as **Exhibit D**. Said DRAFT permit shall be signed by the City of New Baltimore and returned to the Southeast Michigan district office for final processing by December 31, 2009.
12. The LWMD shall counter sign and execute the final permit within 30 days of the recording of the two easement documents required pursuant to paragraph 7 above.

13. No work, with exception of the restoration activities identified in paragraphs 3 and 4 above, shall commence within the existing easement areas identified on the attached **Exhibit C** prior to the recording of the proposed Modified Conservation Easement.
14. All notices, applications, reports, and any other submittals required to be provided by the City of New Baltimore to the LWMD within the provisions of this Agreement shall be addressed, unless otherwise indicated, to:

Justin Smith  
Michigan Department of Environmental Quality  
Land and Water Management Division  
P.O. Box 30242  
Lansing, MI 48909-7742

#### **GENERAL PROVISIONS**

15. **PROPERTY ACCESS:** LWMD staff shall have access to the Property to inspect and determine compliance with this Agreement. The LWMD shall provide a minimum of 24 hours of advance notice to the City of New Baltimore prior to inspection of the Property.
16. **STIPULATED PENALTIES:** The City of New Baltimore shall pay stipulated penalties of Fifty Dollars (\$50.00) per day for failure to comply with the provisions of Paragraphs 3 through 13 of this Agreement. The City of New Baltimore upon receipt of a notice of any violation governed by this provision, shall have a ten (10) day right to cure the violation before the imposition of any penalty under this provision.
17. **STIPULATED PENALTY PAYMENT:** To ensure timely payments of any stipulated penalties provided in Paragraph 20 of this Agreement, the City of New Baltimore shall pay an interest penalty to the State of Michigan for failure to make a timely payment. This interest penalty shall be based upon a rate of 12 percent per year compounded annually, using the full increment of amount due as principal, and calculated from the due date for the payment until the delinquent payment is finally paid in full. All payments associated with this Paragraph shall be paid in the form of a cashiers check payable to the "State of Michigan", and sent to:

Administrative Section  
Land and Water Management Division  
Michigan Department of Environmental Quality  
P.O. Box 30458  
Lansing, Michigan 48909-7958

18. **PENALTY PAYMENT DISPUTE:** The City of New Baltimore also agrees not to contest the legal basis for any stipulated fines and interest assessed pursuant to Paragraphs 20 and 21 of this Agreement, but reserves the right to dispute in a court of competent jurisdiction the factual basis upon which a demand by the LWMD of stipulated fines is made. The City of New Baltimore and the LWMD agree this does not preclude the possibility of informal resolution of disputed issues directly between The City of New Baltimore and the LWMD.

19. **RESOLUTION OF LWMD VIOLATION NOTICE AND COMPLAINTS:** As part of the successful completion of the terms of this Agreement, the LWMD shall deem resolved the November 14, 1997 Notice and close LWMD complaint number 97-50-0040-V as well as LWMD complaint number 04-50-0014-V.
20. **OTHER PERMIT REQUIREMENTS:** With respect to the Property, the City of New Baltimore shall not conduct any activity within regulated areas except as provided by this Agreement, or as authorized by separate permit issued by the LWMD. This Agreement does not obviate the need to acquire additional state, local, or federal permits as may be required by law.
21. **FORCE MAJEURE:** The City of New Baltimore shall perform the requirements of this Agreement within the time limits established herein, unless performance is prevented or delayed by events, which constitute a "Force Majeure" event. For the purpose of this Agreement, "Force Majeure" means an occurrence or non-occurrence arising from causes not foreseeable, beyond the control of, and without the fault of, the City of New Baltimore, such as an "Act of God", untimely review of permit applications or submissions by the LWMD or other applicable authority; and acts or omissions of third parties that could not have been avoided or overcome by the City of New Baltimore's due diligence, and that delays the performance of an obligation under this Agreement. "Force Majeure" does not include, among other things, unanticipated or increased costs, failure to secure funding, change in financial circumstances, or failure to obtain a permit or license as a result of the City of New Baltimore's actions or omissions.
22. **FORCE MAJEURE NOTICE:** The City of New Baltimore shall notify the LWMD by telephone within 48 hours of discovering any event which causes delay in compliance with any provision of this Agreement. Verbal notice shall be followed by written notice within 10 calendar days, and shall describe in detail the anticipated length of delay, the precise cause of the delay, the measures taken by the City of New Baltimore to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Failure of the City of New Baltimore to comply with the notice requirements above shall render the "Force Majeure" exemption void and of no effect as to the particular incident involved.
23. **ASSIGNMENT OF RIGHTS:** This Agreement shall be binding on the parties, their officers, servants and employees. In the event that the City of New Baltimore sells or transfers any interest in this Property, the City of New Baltimore shall retain the obligation to perform any uncompleted work required by this Agreement and shall retain a sufficient interest in the Property necessary for the City of New Baltimore to complete the work required by this Agreement and the work to be allowed by the permit.
24. **AGREEMENT AMENDMENTS:** This Agreement may be amended or revoked at any time by a written agreement executed by the City of New Baltimore and the DEQ. No change or modification to the Agreement shall be valid unless in writing and signed by the City New Baltimore and the DEQ.
25. **DISPUTE RESOLUTION:** The Parties agree to diligently and in good faith pursue informal negotiations to resolve any disputes arising out of this Agreement prior to resorting to judicial enforcement. Such negotiations shall proceed in a timely manner.

26. **AGREEMENT PROVISIONS**: The invalidity or unenforceability of any particular portion of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if invalid or unenforceable provisions were omitted.
27. **GOVERNING LAW**: This Agreement shall be executed and delivered in the State of Michigan and shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
28. **TERMINATION OF AGREEMENT**: This Agreement may remain in full force for an unspecified time period contingent upon successful completion of all requirements of this Agreement. This Agreement shall terminate only upon written notice of termination issued by the LWMD Chief. Prior to issuance of a written notice of termination, the City of New Baltimore shall submit a request consisting of a written certification that the City of New Baltimore has fully complied with all requirements of this Agreement and has made all payments including stipulated penalties required by this Agreement.
29. **ENTIRE AGREEMENT**: This Agreement constitutes the entire Agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof.

#### LIST OF ATTACHED EXHIBITS

Exhibit A:	Property Description and Survey Map
Exhibit B:	Proposed Modified Conservation Easement Legal Descriptions and Survey Map
Exhibit C:	Areas Proposed To Be Removed From Existing Conservation Easement
Exhibit D:	Development Plan
Exhibit E:	Wetland Restoration Plan
Exhibit F:	<i>Phragmites Australis</i> Control Plan
Exhibit G:	Wetland Restoration and <i>Phragmites Australis</i> (Phragmites) Monitoring Requirements
Exhibit H:	Form of Conservation Easement Modification
Exhibit I:	Form of Conservation Easement

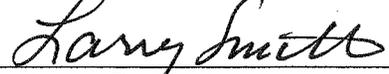
**IN WITNESS WHEREOF**, the parties hereto make and execute this Agreement. The undersigned certify they are fully authorized by the party they represent to enter into this Consent Agreement and to legally bind that party to this Agreement.

**LEGACY LAND DEVELOPMENT INC.**

By:   
Salvatore DiMercurio, Vice President  
Its Authorized Agent

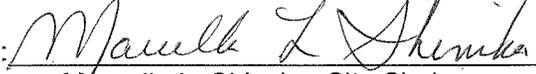
Date: 11-25-09

**THE CITY OF NEW BALTIMORE**

By:   
Larry Smith, Mayor  
& Its Authorized Agent

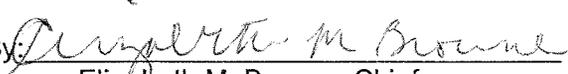
Date: 11-25-09

**THE CITY OF NEW BALTIMORE**

By:   
Marcella L. Shinska, City Clerk  
& Its Authorized Agent

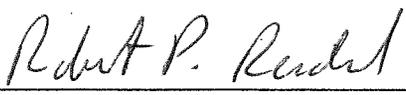
Date: 11-25-09

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

By:   
Elizabeth M. Browne, Chief  
Land and Water Management Division

Date: 11/30/09

Approved as to form:

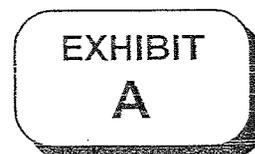
By:   
Robert P. Reichel  
Assistant Attorney General  
Environment, Natural Resources and  
Agriculture Division  
Department of Attorney General

Date: 11/30/09

# CONSENT AGREEMENT

# EXHIBIT A

Property Description and Survey Map





# CONSENT AGREEMENT

# EXHIBIT B

Legal Description of the Proposed Modified  
Conservation Easement  
and Survey Map

EXHIBIT  
B

# EXHIBIT "B-1"

## PROPOSED CONSERVATION EASEMENTS LEGAL DESCRIPTIONS

**LEGAL DESCRIPTION - CONSERVATION EASEMENT "A"**

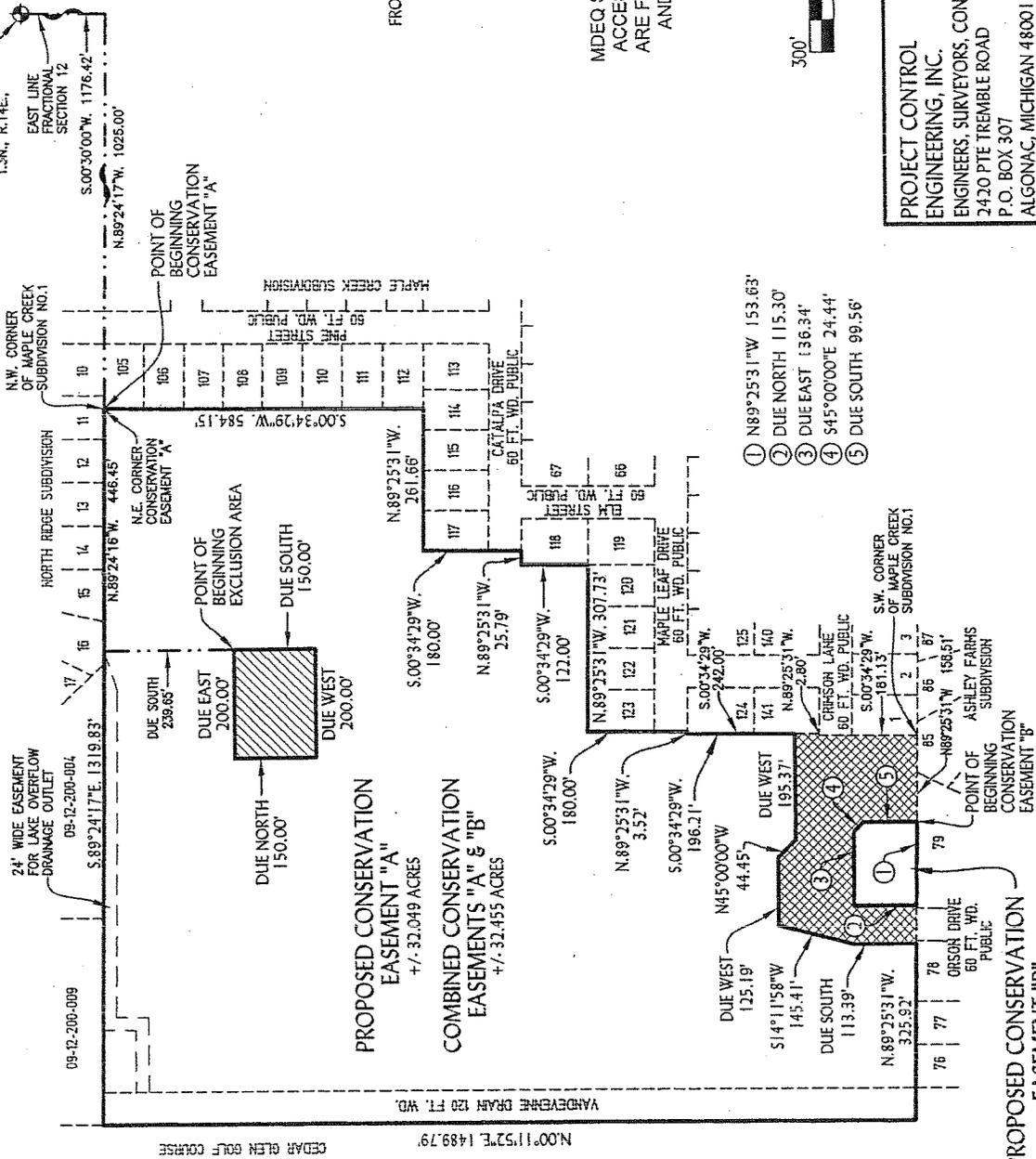
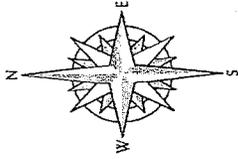
BEGINNING AT THE NORTHWEST CORNER OF MAPLE CREEK ESTATES SUBDIVISION NO. 1; THENCE S.00°34'29"W. 584.15 FEET; THENCE N.89°25'31"W. 261.66 FEET; THENCE S.00°34'29"W. 180.00 FEET; THENCE N.89°25'31"W. 25.79 FEET; THENCE S.00°34'29"W. 122.00 FEET; THENCE N.89°25'31"W. 307.73 FEET; THENCE S.00°34'29"W. 180.00 FEET; THENCE N.89°25'31"W. 3.52 FEET; THENCE S.00°34'29"W. 196.21 FEET; THENCE DUE WEST 195.37 FEET; THENCE N.45°00'00"W. 44.45 FEET; THENCE DUE WEST 125.19 FEET; THENCE S.14°11'58"W. 145.41 FEET; THENCE DUE SOUTH 113.39 FEET; THENCE N.89°25'31"W. 325.92 FEET; THENCE N.00°11'52"E. 1489.79 FEET; THENCE S.89°24'17"E. 1319.83 FEET TO THE POINT OF BEGINNING, EXCLUDING AN AREA OF LAND COMMENCING AT THE NORTHEAST CORNER OF CONSERVATION EASEMENT "A", THENCE N.89°24'16"W. 446.45 FEET; THENCE DUE SOUTH 239.65 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING DUE SOUTH 150.00 FEET; THENCE DUE WEST 200.00 FEET; THENCE DUE NORTH 150.00 FEET; THENCE DUE EAST 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 32.049 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL RIGHTS OF WAY OF RECORD OR OTHERWISE.

**LEGAL DESCRIPTION - CONSERVATION EASEMENT "B"**

COMMENCING AT THE SOUTHWEST CORNER OF MAPLE CREEK ESTATES SUBDIVISION NO. 1. THENCE N.89°25'31"W. 158.51 FEET TO THE POINT OF BEGINNING. THENCE N.89°25'31"W. 153.63 FEET; THENCE DUE NORTH 115.30 FEET; THENCE DUE EAST 136.34 FEET; THENCE S.45°00'00"E. 24.44 FEET; THENCE DUE SOUTH 99.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.406 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL RIGHTS OF WAY OF RECORD OR OTHERWISE.

<p><b>PROJECT CONTROL</b> ENGINEERING, INC. ENGINEERS, SURVEYORS, CONSULTANTS 2420 PTE TREMBLE ROAD P.O. BOX 307 ALGONAC, MICHIGAN 48001 PHONE NUMBER (810) 794-1931 FAX NUMBER (810) 794-3331</p>	<p style="text-align: center;"><b>WETLANDS</b></p> <p>APPLICANT: CITY OF NEW BALTIMORE PROJECT: PROPOSED MAPLE CREEK PARK WATER WAY: WETLANDS CITY/TWP.: CITY OF NEW BALTIMORE COUNTY: MACOMB SHEET NO.: 1 OF 2 DATE: 11-19-09</p>
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# EXHIBIT "B-2" PROPOSED CONSERVATION EASEMENTS SURVEY MAP



PROPOSED CONSERVATION  
EASEMENT "A"  
+/- 32.049 ACRES

COMBINED CONSERVATION  
EASEMENTS "A" & "B"  
+/- 32.455 ACRES

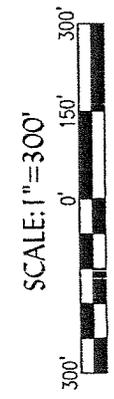
PROPOSED CONSERVATION  
EASEMENT "B"  
+/- 0.406 ACRES

AREAS TO BE EXCLUDED  
FROM CONSERVATION EASEMENT

- +/- 1.647 ACRES
- +/- 0.689 ACRES

NOTE  
MDEQ STAFF INGRESS AND EGRESS  
ACCESS TO EASEMENT PREMISES  
ARE FROM ORSON DRIVE (PUBLIC)  
AND CRIMSON LANE (PUBLIC)

- ① N89°25'31"W 153.63'
- ② DUE NORTH 115.30'
- ③ DUE EAST 136.34'
- ④ S45°00'00"E 24.44'
- ⑤ DUE SOUTH 99.56'



<b>PROJECT CONTROL</b> ENGINEERING, INC. ENGINEERS, SURVEYORS, CONSULTANTS 2420 PTE TREMBLE ROAD P. O. BOX 307 ALGONAC, MICHIGAN 48001 PHONE NUMBER (810) 794-1931 FAX NUMBER (810) 794-3331		<b>WETLANDS</b> CITY OF NEW BALTIMORE PROPOSED MAPLE CREEK PARK WETLANDS CITY OF NEW BALTIMORE MACOMB 2 OF 2 11-19-09
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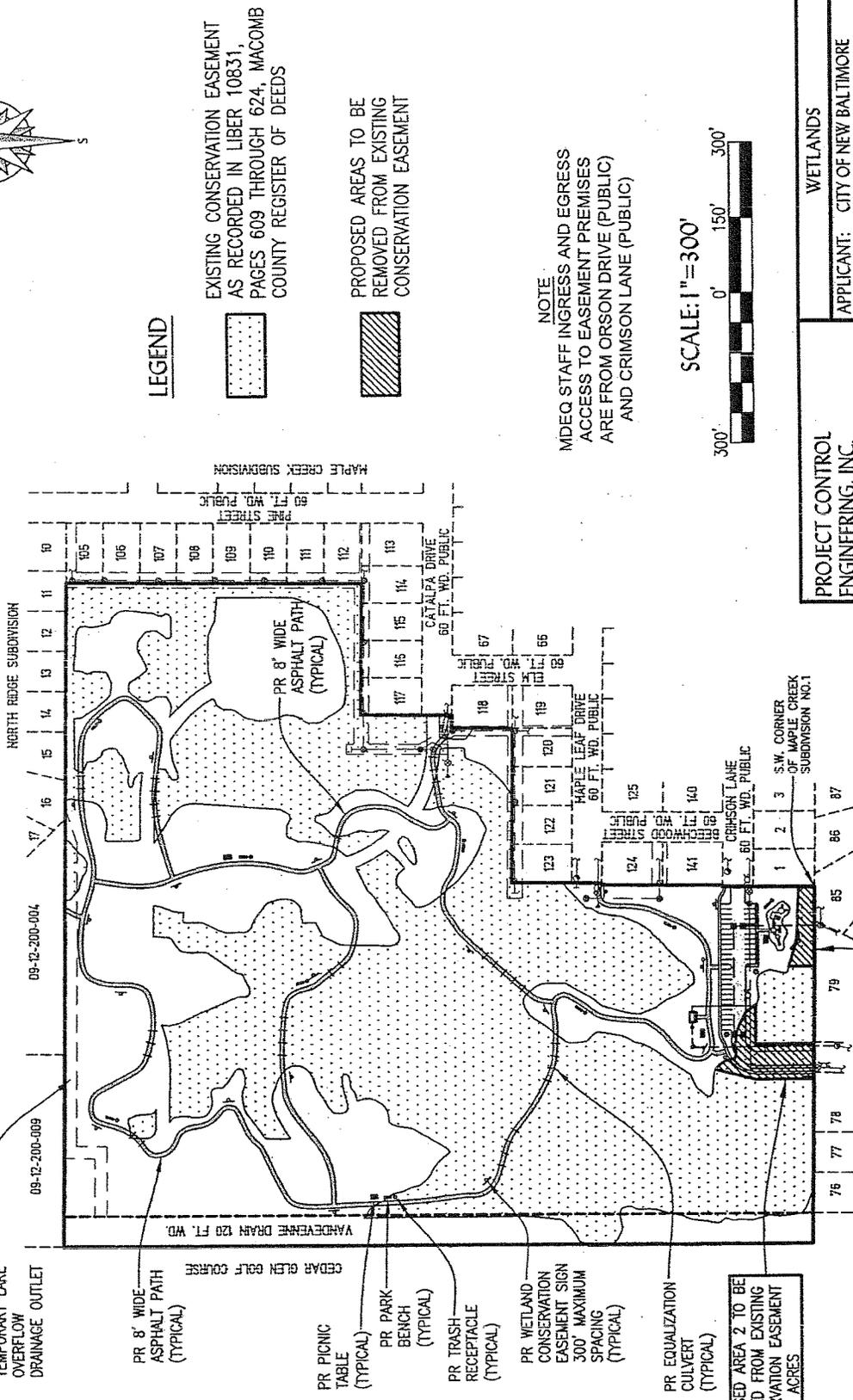
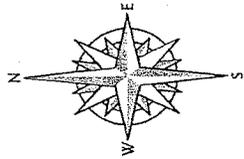
# CONSENT AGREEMENT

# EXHIBIT C

Areas Proposed To Be Removed From  
Existing Conservation Easement



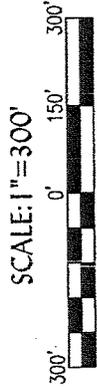
# EXHIBIT "C" MODIFIED CONSERVATION EASEMENT WITH DEVELOPMENT PLAN



### LEGEND

-  EXISTING CONSERVATION EASEMENT AS RECORDED IN LIBER 10831, PAGES 609 THROUGH 624, MACOMB COUNTY REGISTER OF DEEDS
-  PROPOSED AREAS TO BE REMOVED FROM EXISTING CONSERVATION EASEMENT

**NOTE**  
MDEQ STAFF INGRESS AND EGRESS ACCESS TO EASEMENT PREMISES ARE FROM ORSON DRIVE (PUBLIC) AND CRIMSON LANE (PUBLIC)



24' WD ESMT FOR TEMPORARY LAKE OVERFLOW DRAINAGE OUTLET

PR 8' WIDE ASPHALT PATH (TYPICAL)

PR PICNIC TABLE (TYPICAL)  
PR PARK BENCH (TYPICAL)  
PR TRASH RECEPTACLE (TYPICAL)

PR WETLAND CONSERVATION EASEMENT SIGN 300' MAXIMUM SPACING (TYPICAL)

PR EQUALIZATION CULVERT (TYPICAL)

PROPOSED AREA 2 TO BE REMOVED FROM EXISTING CONSERVATION EASEMENT ±0.297 ACRES

PROPOSED AREA 1 TO BE REMOVED FROM EXISTING CONSERVATION EASEMENT ±0.119 ACRES

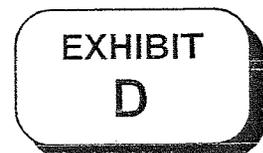
### WETLANDS

<b>PROJECT CONTROL</b> ENGINEERING, INC. ENGINEERS, SURVEYORS, CONSULTANTS 2420 PTE TREMBLE ROAD P.O. BOX 307 ALGONAC, MICHIGAN 48001 PHONE NUMBER (810) 794-1931 FAX NUMBER (810) 794-3331	<b>APPLICANT:</b> CITY OF NEW BALTIMORE <b>PROJECT:</b> PROPOSED MAPLE CREEK PARK <b>WATER WAY:</b> WETLANDS <b>CITY/TWP.:</b> CITY OF NEW BALTIMORE <b>COUNTY:</b> MACOMB <b>SHEET NO.:</b> 1 OF 1 <b>DATE:</b> 11-19-09
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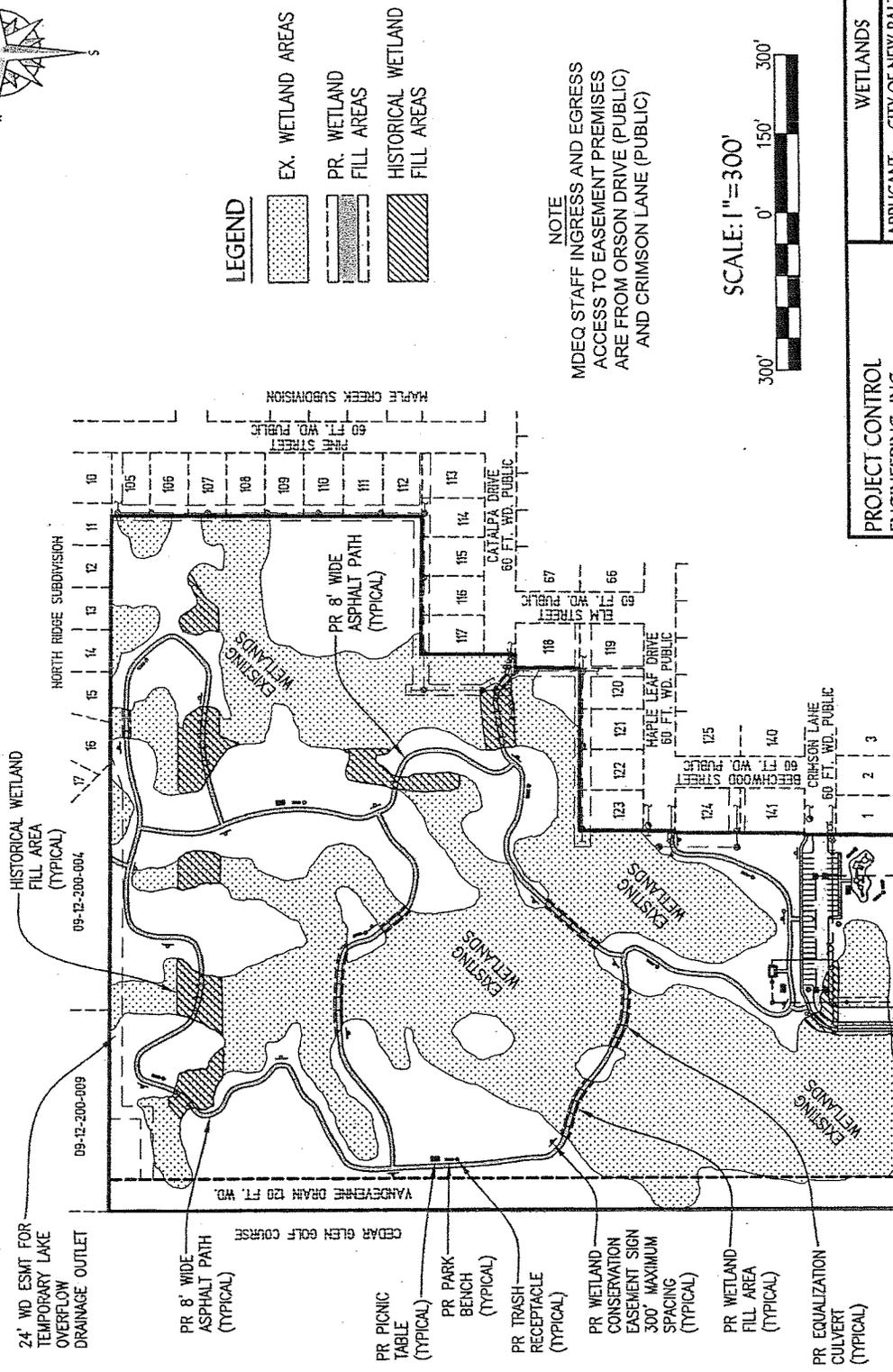
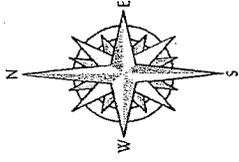
# CONSENT AGREEMENT

# EXHIBIT D

Development Plan



# EXHIBIT "D-1" DEVELOPMENT PLAN - OVERALL



**LEGEND**

- EX. WETLAND AREAS
- PR. WETLAND FILL AREAS
- HISTORICAL WETLAND FILL AREAS

**NOTE**

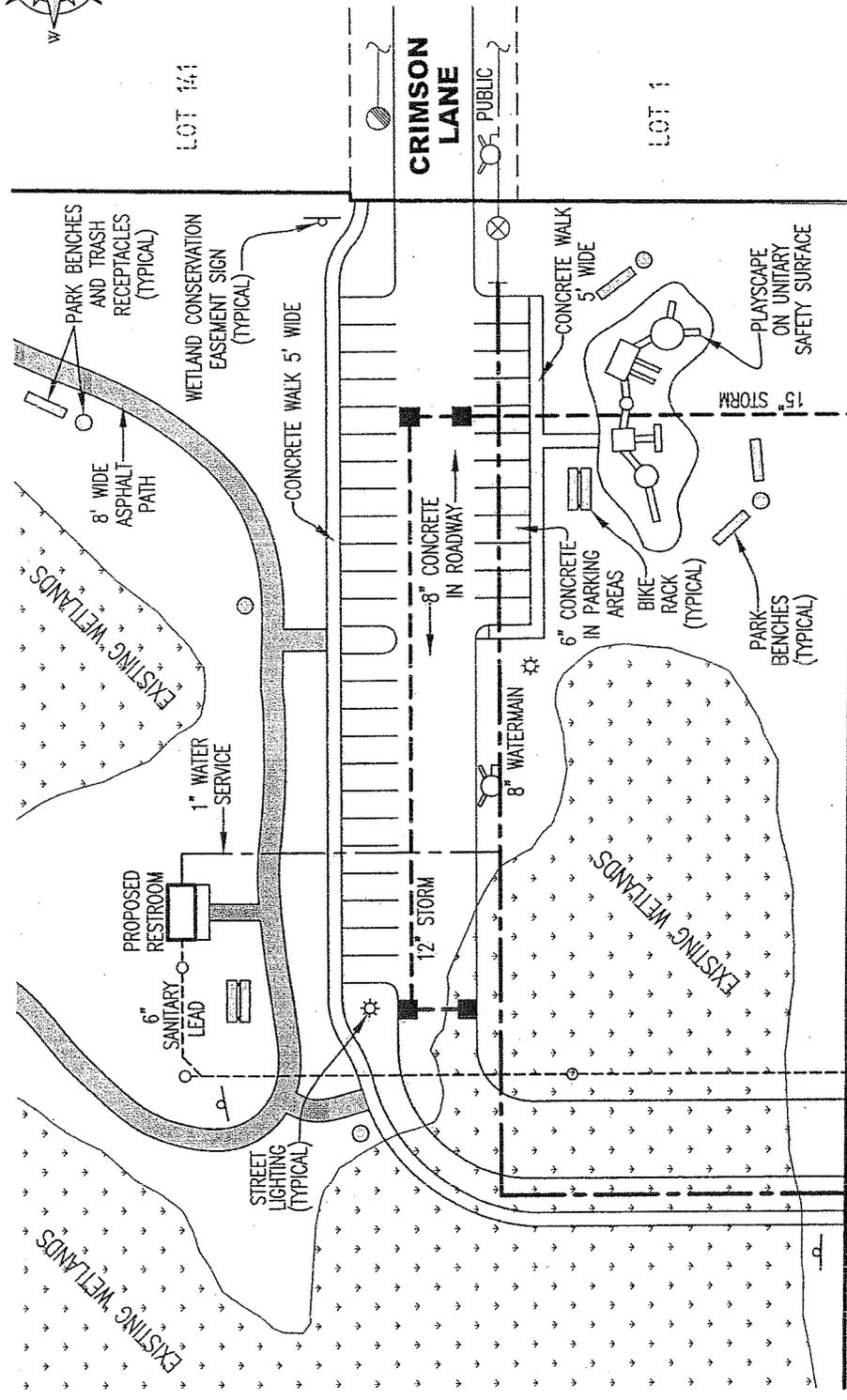
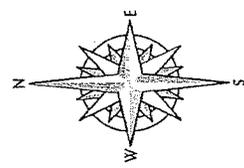
MDEQ STAFF INGRESS AND EGRESS ACCESS TO EASEMENT PREMISES ARE FROM ORSON DRIVE (PUBLIC) AND CRIMSON LANE (PUBLIC)

SCALE: 1"=300'



<b>PROJECT CONTROL</b>		<b>WETLANDS</b>	
ENGINEERS, SURVEYORS, CONSULTANTS	CITY OF NEW BALTIMORE	APPLICANT:	CITY OF NEW BALTIMORE
2420 PTE TREMBLE ROAD	PROPOSED MAPLE CREEK PARK	PROJECT:	PROPOSED MAPLE CREEK PARK
P.O. BOX 307	WETLANDS	WATER WAY:	WETLANDS
ALGONAC, MICHIGAN 48001	CITY OF NEW BALTIMORE	CITY/TWP.:	CITY OF NEW BALTIMORE
PHONE NUMBER (810) 794-1931	MACOMB	COUNTY:	MACOMB
FAX NUMBER (810) 794-3331	1 OF 2	SHEET NO.:	1 OF 2
	11-19-09	DATE:	11-19-09

# EXHIBIT "D-2" DEVELOPMENT PLAN - DETAIL



LOT 141

**CRIMSON LANE**  
PUBLIC

LOT 1

**ORSON DRIVE**  
Public

LOT 78

LOT 79

**NOTE**  
MDEQ STAFF INGRESS AND EGRESS  
ACCESS TO EASEMENT PREMISES  
ARE FROM ORSON DRIVE (PUBLIC)  
AND CRIMSON LANE (PUBLIC)

SCALE: 1"=60'

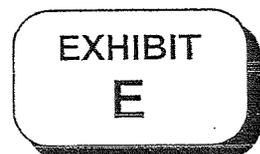


<b>PROJECT CONTROL</b> ENGINEERING, INC. ENGINEERS, SURVEYORS, CONSULTANTS 2420 PTE TREMBLE ROAD P.O. BOX 307 ALGONAC, MICHIGAN 48001 PHONE NUMBER (810) 794-1931 FAX NUMBER (810) 794-3331	<b>WETLANDS</b> APPLICANT: CITY OF NEW BALTIMORE PROJECT: PROPOSED MAPLE CREEK PARK WATER WAY: WETLANDS CITY/TWP.: CITY OF NEW BALTIMORE COUNTY: MACOMB SHEET NO.: 2 OF 2 DATE: 11-19-09
	<b>WETLANDS</b> APPLICANT: CITY OF NEW BALTIMORE PROJECT: PROPOSED MAPLE CREEK PARK WATER WAY: WETLANDS CITY/TWP.: CITY OF NEW BALTIMORE COUNTY: MACOMB SHEET NO.: 2 OF 2 DATE: 11-19-09

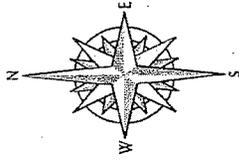
# CONSENT AGREEMENT

# EXHIBIT E

Wetland Restoration Plan



# EXHIBIT "E-1" WETLAND RESTORATION PLAN

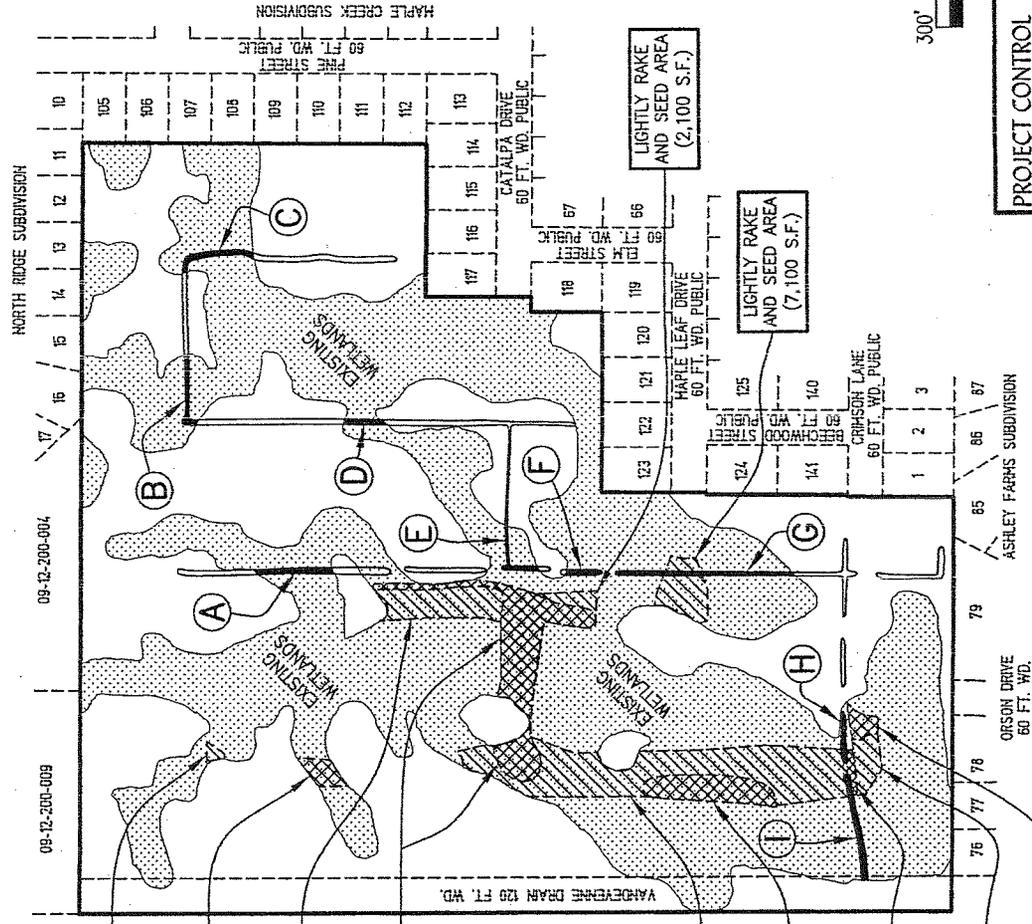


## LEGEND

-  EX. WETLAND AREAS
-  PR. WETLAND RESTORATION;  
EXCAVATE TO DEPTH SHOWN ON  
PLANS OR UNTIL ORGANIC SOILS  
ARE REACHED; LIGHTLY RAKE AND  
SEED; MATERIAL EXCAVATED TO BE  
USED TO BACKFILL EX. DITCHES
-  PR. WETLAND RESTORATION;  
LIGHTLY RAKE AND SEED
-  EX. DITCH FILL AREAS TO BE  
BACKFILLED AND SEEDED

**TOTAL WETLAND RESTORATION**  
 LIGHTLY RAKE AND SEED AREA  
 AREA=63,450 S.F.=1.46 ACRES  
 EXCAVATE MATERIAL; LIGHTLY  
 RAKE AND SEED AREA  
 AREA=37,685 S.F.=0.86 ACRES  
 VOLUME=2,643 C.Y.  
 TOTAL AREA  
 101,135 S.F.=2.32 ACRES

SCALE: 1"=300'



LIGHTLY RAKE  
AND SEED AREA  
(650 S.F.)

EXCAVATE +/- 12" MATERIAL  
LIGHTLY RAKE AND  
SEED AREA  
(2,500 S.F. +/- 93 CY)

LIGHTLY RAKE  
AND SEED AREA  
(10,500 S.F.)

EXCAVATE +/- 24" MATERIAL  
LIGHTLY RAKE AND  
SEED AREA  
(23,100 S.F. +/- 1,711 CY)

LIGHTLY RAKE  
AND SEED AREA  
(39,200 S.F.)

EXCAVATE +/- 24" MATERIAL  
LIGHTLY RAKE AND  
SEED AREA  
(9,050 S.F. +/- 670 CY)

EXCAVATE +/- 18" MATERIAL  
LIGHTLY RAKE AND  
SEED AREA  
(1,035 S.F. +/- 58 CY)

LIGHTLY RAKE  
AND SEED AREA  
(3,900 S.F.)

EXCAVATE +/- 18" MATERIAL  
LIGHTLY RAKE AND  
SEED AREA  
(2,000 S.F. +/- 111 CY)

**TOTAL DITCH FILL  
WITHIN WETLANDS  
TO ORIGINAL GRADES**  
 AREA=10,681 S.F.  
 VOLUME=603 C.Y.

<b>PROJECT CONTROL</b> ENGINEERING, INC. ENGINEERS, SURVEYORS, CONSULTANTS 2420 PTE TREMBLE ROAD P.O. BOX 307 ALGONAC, MICHIGAN 48001 PHONE NUMBER (810) 794-1931 FAX NUMBER (810) 794-3331	<b>WETLANDS</b>
<b>APPLICANT:</b> CITY OF NEW BALTIMORE	<b>PROJECT:</b> PROPOSED MAPLE CREEK PARK
<b>WATER WAY:</b> WETLANDS	<b>CITY/TWP:</b> CITY OF NEW BALTIMORE
<b>COUNTY:</b> MACOMB	<b>SHEET NO.:</b> 1 OF 2
<b>DATE:</b> 11-19-09	

# EXHIBIT "E-2"

## WETLAND RESTORATION PLAN NOTES AND SPECIFICATIONS

### SEQUENCE OF WETLAND RESTORATION

1. HOLD A PRE-CONSTRUCTION MEETING WITH ALL PARTIES INVOLVED. EXAMINE THE SITE TO ASCERTAIN THE STATE AND CONDITIONS UNDER WHICH THE WORK IS TO BE DONE AND REVIEW CONDITIONS OF PERMITS.
2. EXCAVATE AND REMOVE FILL MATERIAL AS NOTED ON PLANS WITHIN EXISTING WETLAND AREAS.
3. LIGHTLY RAKE THE EXISTING SOIL (A MAXIMUM DEPTH OF 12") FOR PREPARATION OF SEED PLACEMENT (NOTE: AREAS OF SUBSTANTIAL EXISTING TREE GROWTH SHALL NOT BE DISTURBED).
4. SEED THE WETLAND RESTORATION AREAS AND ANY DISTURBED UPLAND AREAS.
5. PROVIDE STRAW MULCH OVER SEEDING AREAS.
6. PLUG ALL DITCHES AND DRAINS WITHIN WETLAND AND RESTORATION AREAS WITH EXCAVATED MATERIAL.
7. MEET WITH WETLAND CONSULTANT TO REVIEW THE RESTORATION EFFORTS.
8. PROVIDE SITE CLEAN-UP.

### SEED SPECIFICATIONS

1. STAKE LIMITS OF SEEDING AND PROVIDE SEED MIX SUBMITTALS TO WETLAND CONSULTANT FOR APPROVAL.
2. APPROVAL OF WETLAND CONSULTANT MUST BE OBTAINED FOR SEED BED PREPARATION AND STAKING PRIOR TO SEEDING.
3. INSTALL SEED BETWEEN THE DATES OF MAY 1 THROUGH JUNE 15 OR OCTOBER 1 THROUGH NOVEMBER 30 OR AS CONDITIONS PERMIT. IF SEEDING OCCURS BETWEEN JUNE 15 THROUGH OCTOBER 1, THE CONTRACTOR IS RESPONSIBLE TO ADEQUATELY WATER THE MITIGATION SITES ON A CONSISTENT BASIS FOR SEED GERMINATION AND ESTABLISHMENT. CONTRACTOR SHALL NOTIFY THE WETLAND CONSULTANT FOR THE TIMING OF SEED INSTALLATION.
4. UNIFORMLY BROADCAST SPECIFIED SEED OVER THE SPECIFIED AREAS AT THE SPECIFIED RATES. PROVIDE A CARRIER (SILICA SAND OR OTHER APPROVED MATERIAL) TO ENSURE UNIFORM DISTRIBUTION OF SEED.
5. LIGHTLY RAKE AND/OR DRILL SEED INTO TOPSOIL OF A DEPTH NO GREATER THAN 1/4 OF AN INCH. SEED SHALL NOT BE HYDROSEEDED OR LEFT ON THE SURFACE OF THE FINISHED GRADE.
6. IMMEDIATELY FOLLOWING SEEDING, APPLY STRAW MULCH AT THE RATE OF 1.5 TONS PER ACRE OVER ALL SEEDED AREAS.
7. WARRANTY SHALL BE: WETLAND SEED MIX 95% COVER OF SEEDED AREAS AT THE END OF THE FIRST GROWING SEASON. UPLAND SEED MIX 70% COVER AT THE END OF THE FIRST SEASON.

### SUBMITTALS

1. CONTRACTOR SHALL PROVIDE TO THE WETLAND CONSULTANT THE FOLLOWING SUBMITTALS:
  - a. WETLAND SEED MIX

	WETLANDS
<b>PROJECT CONTROL ENGINEERS, SURVEYORS, CONSULTANTS</b> 2420 PTE TREMBLE ROAD P.O. BOX 307 ALGONAC, MICHIGAN 48001 PHONE NUMBER (810) 794-1931 FAX NUMBER (810) 794-3331	APPLICANT: CITY OF NEW BALTIMORE PROJECT: PROPOSED MAPLE CREEK PARK WATER WAY: WETLANDS CITY/TWP.: CITY OF NEW BALTIMORE COUNTY: MACOMB SHEET NO.: 2 OF 2 DATE: 11-19-09

# CONSENT AGREEMENT

# EXHIBIT F

*Phragmites Australis* Control Plan

EXHIBIT  
F

## Exhibit F

### *Phragmites Australis* Control Plan\*

1. All monotypic stands of *Phragmites australis* (Phragmites) shall be mowed as needed, during the winter/spring of 2010, to ensure effective access of herbicide treatment to living stems during the fall of 2010. Mowing shall be conducted prior to April 15, 2010.
2. Treat all monotypic stands of Phragmites with the herbicide glyphosate in September of 2010.
3. Disk or rake treated areas as needed and seed with native wetland seed mix a minimum of two weeks following any herbicide treatment and no later than November 1<sup>st</sup>, 2010.
4. Spot treat with glyphosate in the fall of 2011 if needed to reduce the mean percent cover of Phragmites below ten percent within all monotypic stands greater than .05 acres.
5. No measures to control Phragmites shall be required after November 1, 2011, provided this plan is implemented pursuant to paragraphs 1 through 4 above.

\*An aquatic nuisance control permit shall be obtained from the Michigan Department of Environmental Quality, Water Bureau, to treat Phragmites as set forth above if standing water is present at the time of the herbicide application.

# CONSENT AGREEMENT

# EXHIBIT G

Wetland Restoration and  
*Phragmites Australis* (Phragmites)  
Monitoring Requirements



## EXHIBIT G

### Wetland Restoration and *Phragmites Australis* (Phragmites) Monitoring Requirements

The City of New Baltimore shall provide by August 31, 2011, to the LWMD, a written report evaluating the development of the wetland restoration areas from the period of June 15, 2010, through July 15, 2011, and the effectiveness of the Phragmites control measures required to be completed in September 2010. The City of New Baltimore shall conduct the following activities and provide the information collected in said report:

- a. Delineate any extensive (greater than 0.01 acre in size) open water areas, bare soil areas, areas dominated by invasive species, and areas without a predominance of wetland vegetation, and provide their location on a plan view.
- b. Provide a list of all the plant species identified in the restoration area. Data for each plant species must include common name, scientific name, wetland indicator category from the U.S. Fish and Wildlife Service's "National List of Plant Species That Occur in Wetlands" for Region 3, and whether the species is considered native according to the Michigan Floristic Quality Assessment (Michigan Department of Natural Resources, 2001). Nomenclature shall follow Voss (1972, 1985, and 1996) or Gleason and Cronquist (1991).
- c. Document any sightings or evidence of wading birds, songbirds, waterfowl, amphibians, reptiles, and other animal use (lodges, nests, tracks, scat, etc.) within the wetland noted during monitoring. Note the number, type, date, and hour of the sightings and evidence.
- c. Inspect the site for oil, grease, man-made debris, and all other contaminants and report findings. Rate (e.g., poor, fair, good, excellent) and describe the water clarity in the wetland restoration area.
- d. Provide photographic documentation of the development of the wetland restoration area. Photos must be labeled with the location, date photographed, and direction.
- e. Provide a written summary of all the problem areas that have been identified and potential corrective measures to address them.

A qualified individual able to identify plants to genus and species must conduct the wetland monitoring. The LWMD reserves the right to reject reports with substandard monitoring data.

# CONSENT AGREEMENT

# EXHIBIT H

Form of Conservation Easement Modification

EXHIBIT  
H

## MODIFICATION OF CONSERVATION EASEMENT

This Modification of Conservation Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between The City of New Baltimore, a Michigan municipal corporation, whose address is 36535 Green Street, New Baltimore, MI 48047 (Grantor) and the Michigan Department of Environmental Quality ("Grantee") whose address is Constitution Hall, 1st Floor South, 525 West Allegan Street, Lansing, Michigan 48933.

On July 29, 2001, previous owner Legacy Land Development, Inc. and the Grantee entered into the attached Conservation Easement (Exhibit A) recorded on October 10, 2001, in Liber 10831, Page 609-623, State of Michigan, Macomb County Records, pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easements, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.2141et seq.

WHEREAS, under the terms of that easement, the grantor was required to refrain from altering or developing the Easement Premises in any way, except as authorized.

WHEREAS, on \_\_\_\_\_, 2009, Legacy Land Development conveyed the land to the City of New Baltimore.

WHEREAS, both Legacy Land Development, Inc. and the City of New Baltimore propose to resolve restoration and preservation requirements associated with the consent agreement for DEQ files 04-50-0014-V and 97-50-0040-V.

WHEREAS, the City of New Baltimore agrees to restore wetlands on the property and seeks to modify the easement to allow for future walking paths, wetland observation platforms, wetland community boardwalks, benches, trash receptacles, etc. and a small encroachment for public access to the park, restroom, playground and parking for the site's use as a park.

WHEREAS, Grantee has reviewed the proposed activity within the easement site and has determined that the City's agreement to restore wetlands and use the site as a public park will not violate the fundamental purpose of the Conservation Easement.

THEREFORE, In accordance with paragraph 8 of the Conservation Easement, the Grantor and the Grantee agree to modify the Conservation Easement as follows:

Modify the legal boundaries described in the recorded easement cited above (Exhibit A) to remove .416 acres from the easement to incorporate minor changes to the easement boundaries to allow for public access, parking, etc. as set forth in the attached legal descriptions (Exhibit B).

Modify the easement to allow the City to seek DEQ approval and/ or permits to conduct activities to increase public access to the park through the use of walking paths, wetland observation platforms, and wetland community boardwalks, etc. within the Conservation Easement pursuant to the attached site plan (Exhibit C).





Modification of Conservation Easement  
Page 4 of 4

*Form Drafted by:*

Beth A. Andrews, Esq.  
Garan Lucow Miller, P.C.  
1111 W. Long Lake Road, Suite 300  
Troy, MI 48098-6333

*Return Recorded Document To:*

Michigan Department of Environmental Quality  
Land and Water Management Division  
525 West Allegan Street  
P. O. Box 30458  
Lansing, MI 48909-7958

*Doc #: 564047*

# CONSENT AGREEMENT

# EXHIBIT I

Form of Conservation Easement

EXHIBIT

I

## 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 \_\_\_\_\_, 2009, by and between The City of New Baltimore, a Michigan municipal corporation, whose address is 36535 Green Street, New Baltimore, MI 48047 (Grantor) and the Michigan Department of Environmental Quality (MDEQ), whose address is, Constitution Hall, 1<sup>st</sup> 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 New Baltimore, Macomb 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 09-50-0066-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 32.455 acres. A survey map depicting the easement premises is attached as **Exhibit C**. 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 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 09-50-0066-P issued on \_\_\_\_\_, 2009 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 except as provided under MDEQ Permit Number 09-50-0066-P issued on \_\_\_\_\_, 2009 or as otherwise provided in this Agreement.
  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.





