

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

In the Matter of:

Reference No. 482000-11

**Comerica Bank
Special Assets Group – MC:3205
411 West Lafayette Avenue
Detroit, Michigan 48226**

**WRD File Numbers: 11-82-0001-V
02-82-0047-P
03-82-0104-P
04-81-0080-P
05-82-0227-P**

ADMINISTRATIVE AGREEMENT

The Administrative Agreement (Agreement) is entered into by and between Comerica Bank (Comerica) and the Michigan Department of Environmental Quality (DEQ), Water Resources Division (WRD), and shall become effective on the date this Agreement is signed by Comerica and the WRD (Effective Date). All times for performance of activities under this Agreement shall be calculated from the Effective Date.

RECITALS

On April 28, 2006, the WRD issued Permit No. 05-82-0227-P to Brookfield Village L.L.C. (Brookfield) under the authority of Part 303, Wetlands Protection (Part 303); Part 301, Inland Lakes and Streams Act (Part 301); and Part 31, Floodplain Authority, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. This permit authorized, among other activities, the placement of fill material within 2.79 acres of wetland for the development of property known as Brookfield Estates Phase III, located within Section 13, Canton Township, Wayne County (Property).

Brookfield, as a primary condition for acceptance of the Part 303 permit, was to construct and monitor for a period of five years, 3.52 acres of forested and emergent compensatory wetland mitigation. In addition, the permit required a Conservation Easement be executed over the remaining wetland areas on the Property and to provide to the DEQ a financial assurance to ensure that the Conservation Easement was recorded and that the required wetland mitigation areas were constructed and monitored in compliance with the terms and conditions of the permit.

The required Conservation Easement over the remaining wetlands and DEQ-approved wetland mitigation areas was recorded by the Wayne County Register of Deeds on November 27, 2007

(Liber 46833, Page 696-717), and financial assurance (Letter of Credit No. 620622-04) in the amount of \$266,000.00 dollars was provided to the DEQ by Comerica Bank. By correspondence dated February 1, 2011, the WRD issued a Violation Notice (Notice) pursuant to Part 303, to Brookfield. The WRD alleged within the Notice (WRD File No. 11-82-0001-V) that Brookfield completed the permitted activities, but failed to construct 3.52 acres of forested and emergent wetland required as a primary condition of WRD Permit No. 05-82-0227-P to mitigate for 2.79 acres of wetland authorized to be impacted for the development of the Property. The WRD requested within the Notice that Brookfield construct 2.79 acres of wetland in accordance with the DEQ-approved wetland mitigation plan and conditions of the permit and provide five annual monitoring reports. On February 14, 2011, Brookfield and Comerica representatives met with WRD staff to discuss options to resolve the Notice and bring the property into compliance with Part 303.

Subsequent discussions with Comerica and the WRD resulted in the identification of additional noncompliant permit files associated with letters of credit issued to the DEQ by Comerica, being files:

A. File 03-82-0104-P – Wellington Willows (Letter of Credit No. 595340-04)

The permit required the construction of 0.85 acres of wetland as mitigation for 0.57 acres of authorized wetland impacts. The mitigation areas were constructed; however, portions did not develop successfully. In addition, the permittee failed to provide a Conservation Easement over the wetland mitigation area and provide all required wetland mitigation monitoring reports.

B. File 02-82-0047-P – The Hamptons (Letter of Credit No. 592963-04)

The permit required the construction of 2.86 acres of wetland as mitigation for 1.52 acres of authorized wetland impacts. The DEQ has determined that a total of 2.52 acres of wetland was successfully created, resulting in a wetland mitigation deficit of 0.34 acres. A Conservation Easement was executed over the remaining on-site forested wetlands and wetland mitigation areas.

C. File 04-81-0080-P – Mocerri & Lombardo (Letter of Credit No. 599825-04)

The permit required the construction of 0.97 acres of wetland as mitigation for 0.48 acres of authorized wetland impacts. The wetland has been constructed in compliance with the permit; however, the permittee has failed to provide all monitoring reports required as a condition of the permit.

Reference No. 482000-11

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By correspondence dated July 31, 2013, Comerica provided to the DEQ an alternate proposal to provide the wetland mitigation required for the 2.78 acres of wetland impact authorized by Permit No. 05-82-0227-P and to address the wetland mitigation and monitoring deficiencies associated with Permit No. 02-820047-P, Permit No. 03-80-0104-P, and Permit No. 04-81-0080-P, in exchange for release of certain letters of credit associated with the permits as identified above (collectively, the letters of credit).

This Agreement identifies the necessary actions to be taken, or cause to be taken, by Comerica and the WRD, so that the letters of credit will be returned to Comerica undrawn upon. Successful completion of the terms of this Agreement will also, in the opinion of the WRD, meet the statutory provisions of Part 303, and thereby resolve the allegations set forth in the Notice.

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

COMPLIANCE AND IMPLEMENTATION SCHEDULE

WETLAND PRESERVATION REQUIREMENT

1. Comerica shall, within 30 days of the Effective Date of this Agreement, cause to be provided to the WRD, a recorded copy of the Conservation Easement in favor of the DEQ in the form attached to this Agreement as Exhibit A over a 49.71 acre parcel of property located in the southwest quarter of Section 5 of Brownstown Township, Wayne County (Wetland Preservation Area, Exhibit B). The parcel contains approximately 30.5 acres of existing high quality wetland, located within an area known as the Sibley Prairie Complex, and approximately 19.2 acres of adjacent upland.
2. Comerica shall, within 30 days of the recording of the conservation easement, cause the demarcation of the boundary of the easement with signage in the locations shown on Exhibit B. The signs shall 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**

STEWARDSHIP PAYMENT

3. Comerica shall, within 30 days of the Effective Date of this Agreement or at the time Comerica delivers the recorded conservation easement to the WRD, provide to the WRD, a payment in the amount of \$10,000, to be used solely for environmental management of the Wetland Preservation Area. Payment is to be made by certified check payable to the State of Michigan. To insure proper credit, the payment made pursuant to this Agreement must include Payment Identification No. 482000-11. These funds are to be deposited into the Natural Resources Damages Fund. This payment shall be sent to Accounting Services Division, Cashier's Office for DEQ, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Accounting Services Division, Cashier's Office for DEQ, 425 West Ottawa Street, Lansing, Michigan 48933

FINANCIAL INSTRUMENTS

4. Upon receipt of a copy of the recorded conservation easement and the Stewardship Payment required pursuant to paragraphs 1 and 3 respectively, the DEQ agrees to release undrawn, the Letters of Credit issued by Comerica relating to DEQ Permit Nos. 02-82-0047-P, 03-82-0104-P, 04-81-0080-P, and 05-82-0227-P.

GENERAL PROVISIONS

5. **WRD VIOLATION NOTICE AND PERMITS:** After the requirements set forth in paragraphs 1-4 of this Agreement have been satisfied the WRD shall deem resolved the February 1, 2011, Notice and close WRD Complaint No. 11-82-0001-V and WRD Permit Nos. 02-82-0047-P, 03-82-0104-P, 04-81-0080-P, and 05-82-0227-P.
6. **FORCE MAJEURE:** Comerica 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 nonoccurrence arising from causes not foreseeable, beyond the control of, and without the fault of, Comerica, such as an "Act of God," untimely review of permit applications or submissions by the WRD or other applicable authority; and acts or omissions of third parties that could not have been avoided or overcome by Comerica's due diligence, and that delay 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 Comerica's actions or omissions.

7. **FORCE MAJEURE NOTICE:** Comerica shall notify the WRD by telephone within 48 hours of discovering any event, which causes delay in their compliance with any provision of this Agreement. Verbal notice shall be followed by written notice within ten calendar days, and shall describe in detail the anticipated length of delay, the precise cause of the delay, the measures taken by Comerica to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Failure of Comerica to comply with the notice requirements above shall render the "Force Majeure" exemption void and of no effect as to the particular incident involved.
8. **AGREEMENT AMENDMENTS:** This Agreement may be amended or revoked at any time by a written Agreement executed by all parties to this Agreement. No change or modification to the Agreement shall be valid unless in writing and signed by all parties to this Agreement.
9. **DISPUTE RESOLUTION:** Both 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.
10. **DENIAL OF LIABILITY:** Nothing contained in this Agreement shall be construed as an admission of liability or wrongdoing by Comerica. The WRD and Comerica agree that the signing of this Agreement is for settlement purposes only.
11. **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.
12. **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.

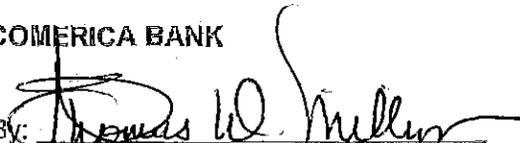
Reference No. 482000-11
Page 6 of 7

13. **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 WRD Chief. Prior to issuance of a written notice of termination, Comerica shall submit a request consisting of a written certification that Comerica has fully complied with all requirements of this Agreement.

14. **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.

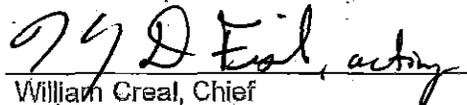
IN WITNESS WHEREOF, the parties hereto make and execute this Agreement on the date first above written. The undersigned certify that they are fully authorized by the party they represent, to enter into this Agreement and to legally bind that party to this Agreement.

COMERICA BANK

By: 
Thomas W. Million, Vice President

Date: July 10, 2014

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

By: 
William Creal, Chief
Water Resources Division

Date: 8/13/14

APPROVED AS TO FORM:

By: 
Pamela J. Stevenson
Assistant Attorney General
Environment, Natural Resources and
Agriculture Division
Department of Attorney General

Date: 8/12/14

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 AGREEMENT FOR CONSERVATION EASEMENT ("Conservation Easement Agreement") is created on July ____, 2014, by and between MJC Woodberry LLC, a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 (Grantor) and the Michigan Department of Environmental Quality (DEQ), whose address is P.O. Box 30458, Lansing, Michigan 48909-7958 or Constitution Hall, 3rd Floor South, 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in Brownstown Township, Wayne County, and State of Michigan, legally described in Exhibit A.

The DEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

Permittees, Brookfield Village Associates, L.L.C., 31355 West 13 Mile Road, Suite 101, Farmington Hills, Michigan 48334, associated with permit 05-82-0227-P, and Brookfield Village Associates, L.L.C., 31355 West 13 Mile Road, Suite 101, Farmington Hills, Michigan 48334, associated with permit 03-82-0104-P and Jacobson-Cherry Grove LLC (SRJ Land Company LLC), 32400 Telegraph Road, Suite 100, Bingham Farms, Michigan 48025, associated with permit 02-82-0047-P and Mocerri & Lombardo of Superior, L.L.C., 3603 26 Mile Road, Suite 200, Washington, Michigan 48098, associated with permit 04-81-0080-P, were issued permits pursuant to Part 303, that allowed each permittee to impact regulated wetland, provided certain conditions were met.

Comerica Bank whose address is 411 West Lafayette Boulevard, Detroit, Michigan 48226 seeks to obtain the release of certain financial instruments associated with the above permits.

To obtain the release of the financial instruments associated with the above-referenced permits Comerica Bank has caused the Grantor to, and the Grantor has agreed to, grant the DEQ a Conservation Easement that protects certain 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 49.71 acre(s). A survey map depicting the Easement Premises is attached as Exhibit C. The DEQ shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor hereby conveys unto the Grantee, forever and in perpetuity, this Conservation Easement as set forth in this Agreement 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.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and adjacent upland buffer areas and its natural resource values on the Easement Premises, 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.

EXHIBIT A

2. Except as otherwise provided in this Conservation Easement 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 surface topography;
 - b) Creation of paths, trails, or roads (except as provided in paragraph 3b. below);
 - 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 (except as provided in paragraph 3b below);
 - g) Plowing, tilling, mowing or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching, grazing, farming;
 - j) Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless as part of an DEQ-approved Management Plan;
 - k) Construction of unauthorized utility or petroleum lines;
 - l) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids 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;
 - m) Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - n) Placement of billboards or signs, except as otherwise allowed in the Permit or this Agreement;
 - o) Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the easement premises at a volume that adversely impacts the hydrology of the wetland;
 - p) Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation.
- 3a. Cutting down, burning, 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, invasive non-native plant species that endanger the health of native species or as otherwise provided in any DEQ-approved Management Plan for the Easement Premises.
- 3b. The Grantor desires and its successors or assigns may desire to conduct activities to enhance habitat, including installing structures such as birdhouses and waterfowl nesting structures, etc; and allowing public access through the use of entrance roads, parking areas, walking paths, wetland observation platforms, and wetland community boardwalks, etc. within the Easement Premises. These activities may only be authorized at the Grantee's sole discretion and written approval of plans for such activities and, if applicable, issuance of a permit under Michigan law.
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 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 DEQ.

EXHIBIT A

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 Conservation Easement 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 be 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 from Beech Daly Road or from an adjacent property with the permission of the adjacent property owner at reasonable times to determine whether the Easement Premises are being maintained in compliance with the terms of this Conservation Easement Agreement, and for purposes of taking corrective actions for failure to comply. If Grantee is entering the Easement Premises for purpose of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.
12. This Conservation Easement 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 Conservation Easement Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Conservation Easement Agreement.
14. In addition to the right of the parties to enforce this Conservation Easement 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 Conservation Easement 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 Conservation Easement Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Conservation Easement Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Conservation Easement 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 Permits 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 along the Easement Premises to clearly demarcate the boundary of the Easement Premises as shown on Exhibit D.
22. The terms 'Grantor' and 'Grantee' wherever used in this Conservation Easement Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and their successors and assigns.

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.
- Exhibit D:** A survey map showing where the signs will be placed on the Easement Premises.

EXHIBIT A

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:

MJC Woodberry LLC
a Michigan limited liability company

By: _____
Scot Mocerri, Authorized Representative

STATE OF MICHIGAN }
 } ss
COUNTY OF MACOMB }

The foregoing instrument was acknowledged before me this ____ day of July, 2014 by Scot Mocerri, the Authorized Representative of MJC Woodberry LLC, a Michigan limited liability company, on behalf of the company.

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

My commission is in: _____ County, Michigan

Acting in: _____ County, Michigan

My Commission Expires: _____

EXHIBIT 'A'
(ENTIRE PARCEL)

PROPERTY DESCRIPTION

PART OF THE S.W. 1/4 OF SEC. 5, T.4.S., R.10E., BROWNSTOWN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.W. CORNER OF SECTION 5, SAID POINT ALSO BEING ALONG THE CENTERLINES OF BOTH BEECH DALY AND SIBLEY ; THENCE S.89°41'48"E. ALONG SAID CENTERLINE OF SIBLEY 60.00 FT. TO THE EAST RIGHT OF WAY LINE OF BEECH DALY; THENCE N.00°00'47"E. ALONG SAID E. RIGHT OF WAY LINE 351.83 FT. TO THE POINT OF BEGINNING; THENCE N.00°00'47"E., ALONG SAID E. RIGHT OF WAY LINE 970.00 FT; THENCE S.89°58'33"E. 1,262.88 FT.; ALONG THE EAST-WEST 1/8 LINE OF SAID SECTION 5; THENCE S.00°08'11"W. 8.91 FT.; THENCE S.89°26'48"E. 595.51 FT.; THENCE S.15°28'24"E. 161.58 FT.; THENCE S.28°45'34"E. 245.25 FT.; THENCE S.19°47'52"E. 132.86 FT.; THENCE ALONG A CURVE TO THE RIGHT 410.86 FT., SAID CURVE HAVING A RADIUS OF 441.17 FT., A CHORD OF 396.17 FT; BEARING S.06°52'51"W. THENCE S.33°33'38"W. 99.49 FT., THENCE S.40°49'50"W., 206.47 FT.; THENCE ALONG A CURVE TO THE RIGHT 184.15 FT. SAID CURVE HAVING A RADIUS OF 468.34 FT. A CHORD OF 182.97 FT. BEARING S.65°03'28"W. THENCE N.89°41'48"W. 721.34 FT; THENCE N.00°00'50"E., 246.41 FT; THENCE N89°58'33"W., 940.00 FT. TO THE POINT OF BEGINNING. CONTAINING (2,072,042 SQUARE FEET), 49.710 ACRES OF LAND, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.

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LAND DEVELOPMENT CONSULTING SERVICES, INC.
46600 ROMEO PLANK, SUITE 2
MACOMB, MI 48044

PHONE: (586)868-2350
FAX: (586)868-2351

LDCS JOB # 05-105
SCALE: NO SCALE
DATE : 03-04-08

EXHIBIT 'B'
(EASEMENT PREMISES)

PROPERTY DESCRIPTION

PART OF THE S.W. 1/4 OF SEC. 5, T.4.S., R.10E., BROWNSTOWN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.W. CORNER OF SECTION 5, SAID POINT ALSO BEING ALONG THE CENTERLINES OF BOTH BEECH DALY AND SIBLEY ; THENCE S.89°41'48"E. ALONG SAID CENTERLINE OF SIBLEY 60.00 FT. TO THE EAST RIGHT OF WAY LINE OF BEECH DALY; THENCE N.00°00'47"E. ALONG SAID E. RIGHT OF WAY LINE 351.83 FT. TO THE POINT OF BEGINNING; THENCE N.00°00'47"E., ALONG SAID E. RIGHT OF WAY LINE 970.00 FT; THENCE S.89°58'33"E. 1,262.88 FT.; ALONG THE EAST-WEST 1/8 LINE OF SAID SECTION 5; THENCE S.00°08'11"W. 8.91 FT.; THENCE S.89°26'48"E. 595.51 FT.; THENCE S.15°28'24"E. 161.58 FT.; THENCE S.28°45'34"E. 245.25 FT.; THENCE S.19°47'52"E. 132.86 FT.; THENCE ALONG A CURVE TO THE RIGHT 410.86 FT., SAID CURVE HAVING A RADIUS OF 441.17 FT., A CHORD OF 396.17 FT; BEARING S.06°52'51"W. THENCE S.33°33'38"W. 99.49 FT., THENCE S.40°49'50"W., 206.47 FT.; THENCE ALONG A CURVE TO THE RIGHT 184.15 FT. SAID CURVE HAVING A RADIUS OF 468.34 FT. A CHORD OF 182.97 FT. BEARING S.65°03'28"W. THENCE N.89°41'48"W. 721.34 FT; THENCE N.00°00'50"E., 246.41 FT; THENCE N89°58'33"W., 940.00 FT. TO THE POINT OF BEGINNING. CONTAINING (2,072,042 SQUARE FEET), 49.710 ACRES OF LAND, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.

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LAND DEVELOPMENT CONSULTING SERVICES, INC.
46600 ROMEO PLANK, SUITE 2
MACOMB, MI 48044

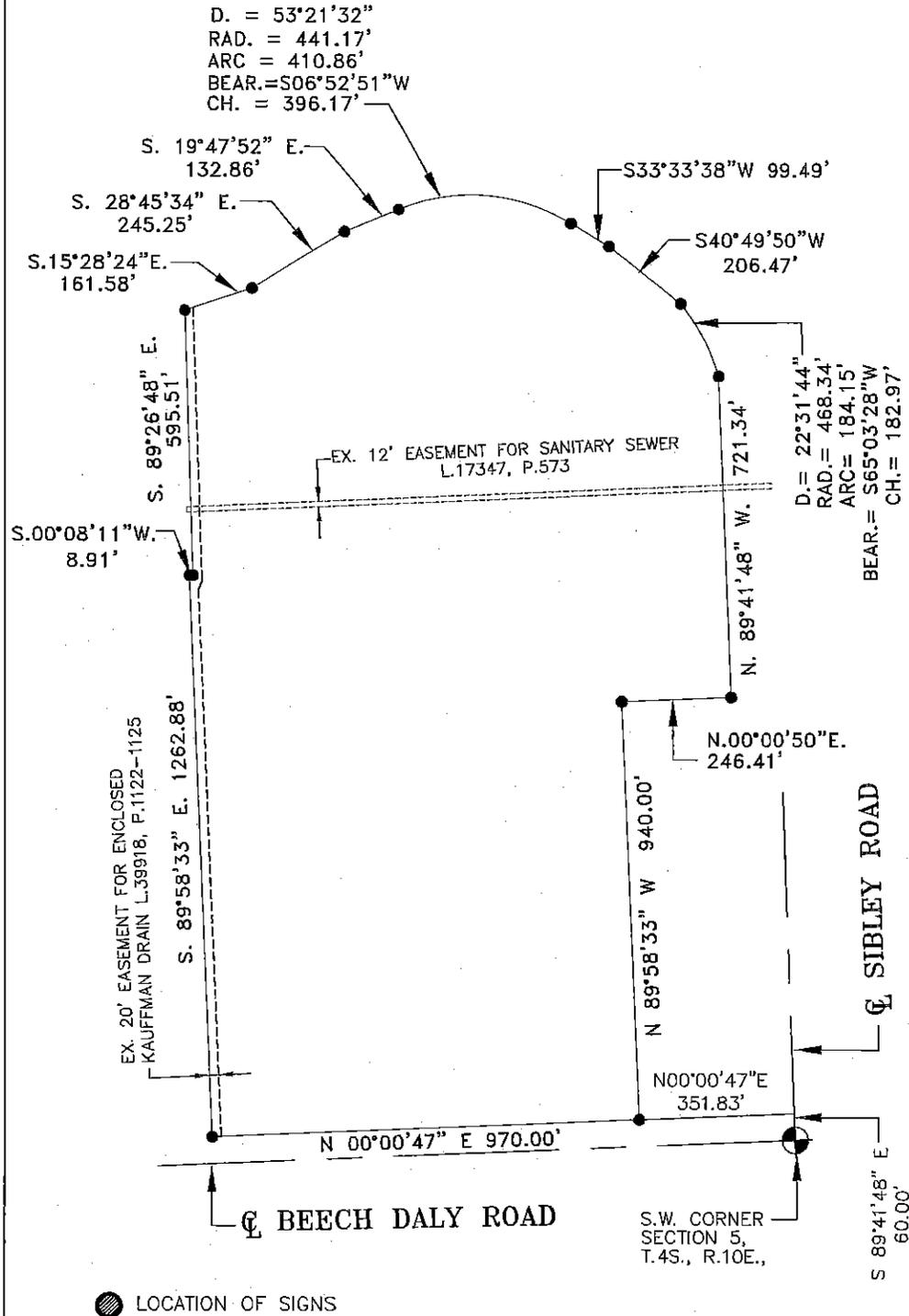
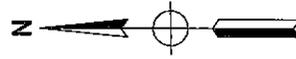
PHONE: (586)868-2350
FAX: (586)868-2351

LDCS JOB #
05-105

SCALE: NO SCALE

DATE : 03-04-08

EXHIBIT 'C'
(SURVEY OF EASEMENT PREMISES)

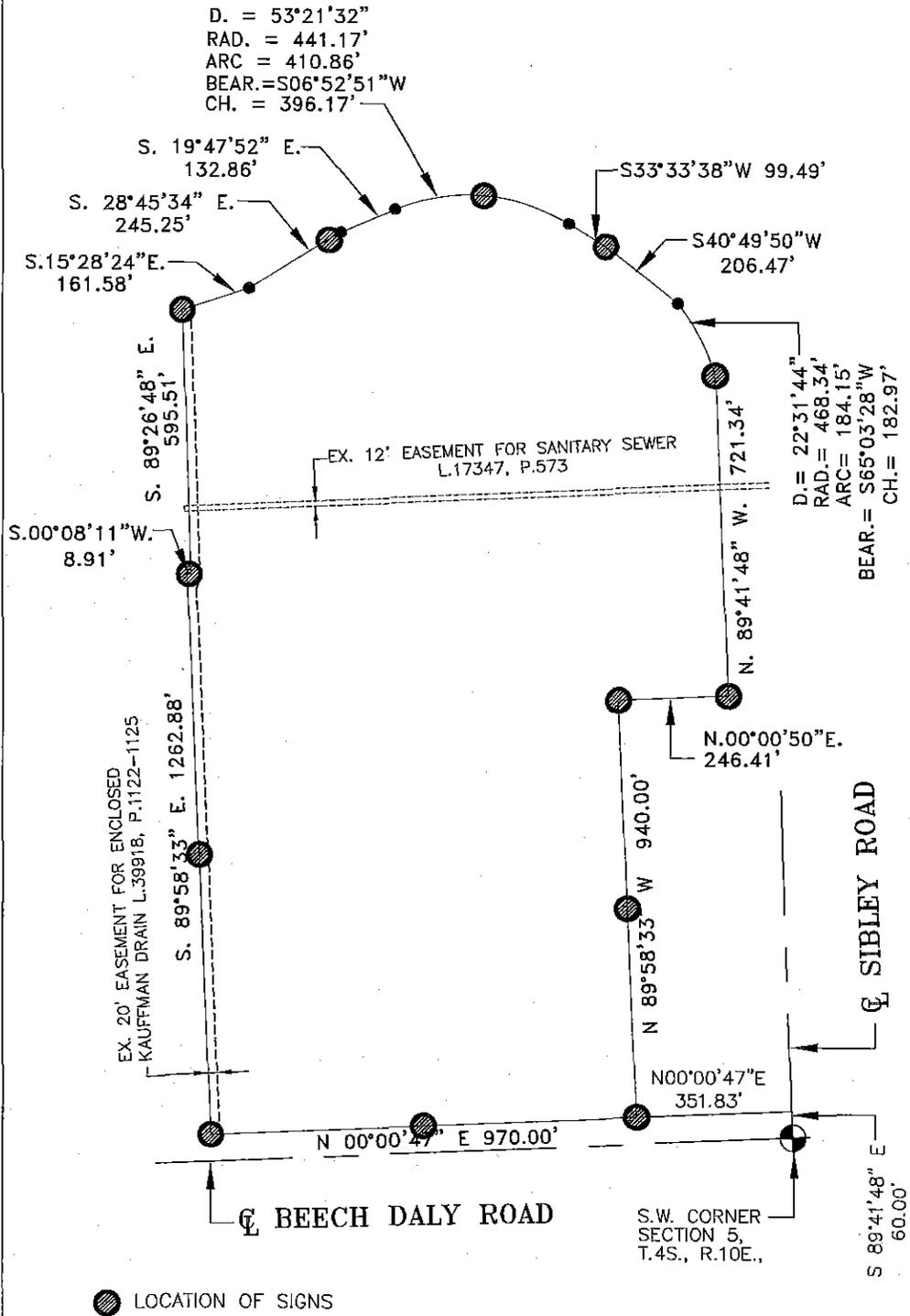
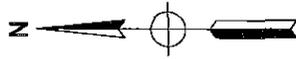


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 LAND DEVELOPMENT CONSULTING SERVICES, INC. 46600 ROMEO PLANK, SUITE 2 MACOMB, MI 48044	PHONE: (586)868-2350 FAX: (586)868-2351	LDCS JOB # 05-105 SCALE: 1"=300' DATE : 03-04-08

EXHIBIT 'D'

(SIGNS)



0405-105-WOODBERRYWETLAND-EASEMENT-WINDMILL-GROUP-EASEMENT.dwg, 6/20/2014 4:25:09 PM, Adobe PDF (temporary)1216.ppt, 1,300



LAND DEVELOPMENT CONSULTING SERVICES, INC.
 46600 ROMEO PLANK, SUITE 2
 MACOMB, MI 48044

PHONE: (586)868-2350
 FAX: (586)868-2351

LDCS JOB #	05-105
SCALE: 1"=300'	
DATE : 03-04-08	

EXHIBIT 'B'
(WETLAND PRESERVATION AREA)

PROPERTY DESCRIPTION

PART OF THE S.W. 1/4 OF SEC. 5, T.4.S., R.10E., BROWNSTOWN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.W. CORNER OF SECTION 5, SAID POINT ALSO BEING ALONG THE CENTERLINES OF BOTH BEECH DALY AND SIBLEY ; THENCE S.89°41'48"E. ALONG SAID CENTERLINE OF SIBLEY 60.00 FT. TO THE EAST RIGHT OF WAY LINE OF BEECH DALY; THENCE N.00°00'47"E. ALONG SAID E. RIGHT OF WAY LINE 351.83 FT. TO THE POINT OF BEGINNING; THENCE N.00°00'47"E., ALONG SAID E. RIGHT OF WAY LINE 970.00 FT; THENCE S.89°58'33"E. 1,262.88 FT.; ALONG THE EAST-WEST 1/8 LINE OF SAID SECTION 5; THENCE S.00°08'11"W. 8.91 FT.; THENCE S.89°26'48"E. 595.51 FT.; THENCE S.15°28'24"E. 161.58 FT.; THENCE S.28°45'34"E. 245.25 FT.; THENCE S.19°47'52"E. 132.86 FT.; THENCE ALONG A CURVE TO THE RIGHT 410.86 FT., SAID CURVE HAVING A RADIUS OF 441.17 FT., A CHORD OF 396.17 FT; BEARING S.06°52'51"W. THENCE S.33°33'38"W. 99.49 FT., THENCE S.40°49'50"W., 206.47 FT.; THENCE ALONG A CURVE TO THE RIGHT 184.15 FT. SAID CURVE HAVING A RADIUS OF 468.34 FT. A CHORD OF 182.97 FT. BEARING S.65°03'28"W. THENCE N.89°41'48"W. 721.34 FT; THENCE N.00°00'50"E., 246.41 FT; THENCE N89°58'33"W., 940.00 FT. TO THE POINT OF BEGINNING. CONTAINING (2,072,042 SQUARE FEET), 49.710 ACRES OF LAND, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.

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LAND DEVELOPMENT CONSULTING SERVICES, INC.
46600 ROMEO PLANK, SUITE 2
MACOMB, MI 48044

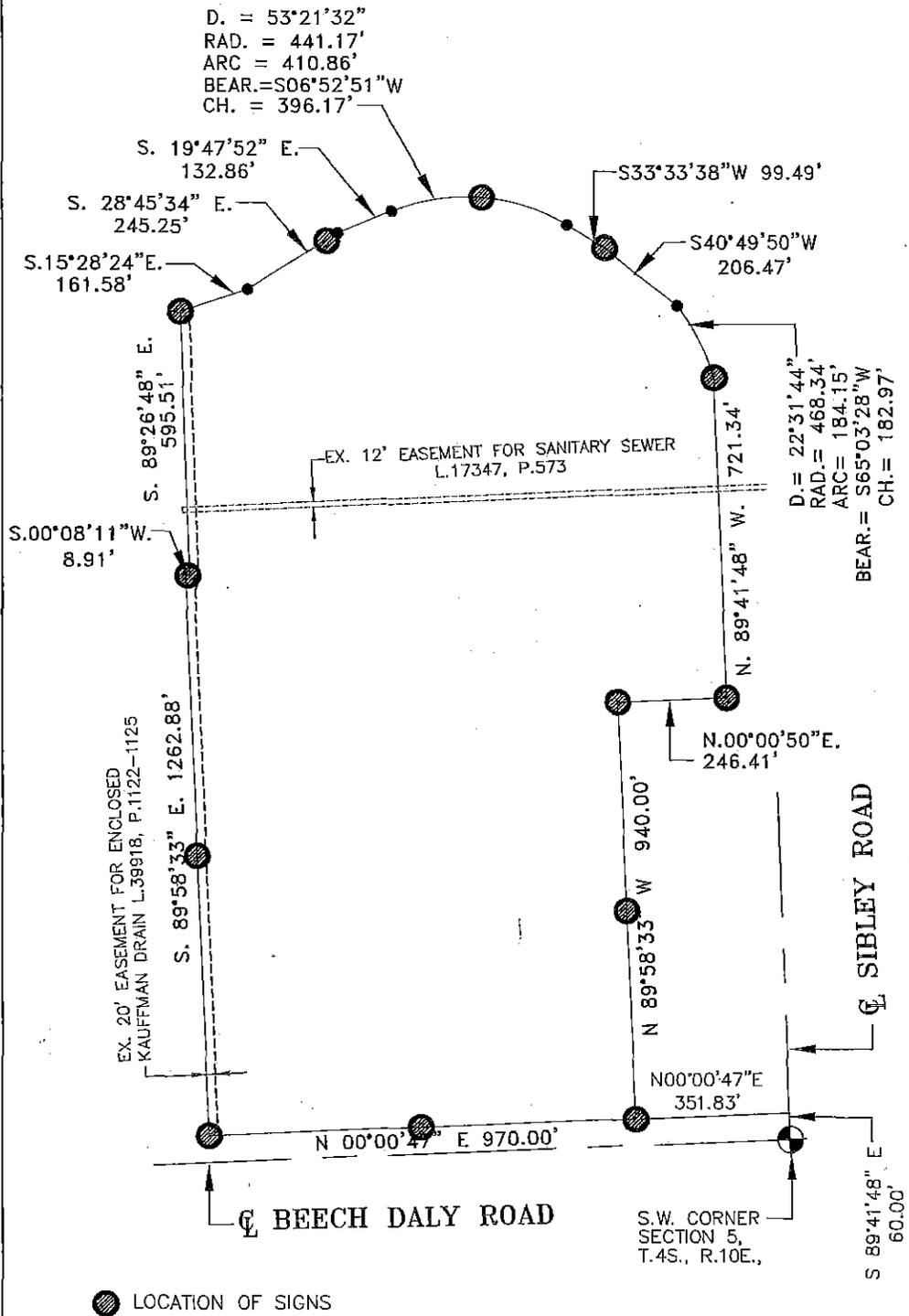
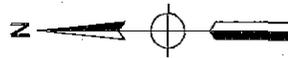
PHONE: (586)868-2350
FAX: (586)868-2351

LDCS JOB #
05-105

SCALE: NO SCALE

DATE : 03-04-08

EXHIBIT 'B'
(WETLAND PRESERVATION AREA)



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 05-105
 SCALE: 1"=300'
 DATE : 03-04-08