

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

In the Matter of:

WRD File Number 10-74-0007-V

ST. CLAIR COUNTY DRAIN COMMISSIONER
on behalf of the HOWE BRANDYMORE DRAIN DISTRICT
21 Airport Drive
St. Clair, Michigan 48079

GRAB, Inc.
2965 Cherry Hill Drive
Fort Gratiot, Michigan 48059

CONSENT AGREEMENT

This Administrative Consent Order (“Agreement”) is entered into by and between GRAB, Inc. (“GRAB”) and the St. Clair County Drain Commissioner on behalf of the Howe Brandy more Drain District (the “Drain Commissioner”) and the Water Resources Division, (“WRD”), Michigan Department of Environmental Quality (“Department”). The Agreement 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 August 4, 2010, the WRD issued a Notice of Violation (“Notice”) pursuant to Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, to Mr. William Kettlewell, GRAB. The WRD alleged within the Notice that GRAB impacted certain wetlands (“Alleged Unauthorized Activities”) on parcels 74-20-017-2003-000 and 74-20-017-3002-000 (North Parcels) and parcel 74-20-017-3002-000 (South Parcel) in Fort Gratiot Township, St. Clair County, Michigan (such “Property” is further defined on the attached Exhibit A).

The WRD requested within the Notice (10-74-0007-V) that all Alleged Unauthorized Activities on the Property cease and desist.

GRAB owned and controlled the Property at the time the Alleged Unauthorized Activities were performed and the WRD alleges the Alleged Unauthorized Activities were performed without a permit under Part 303.

GRAB and the WRD acknowledge that the construction and development activities that occurred on the Property, which included dredging and filling activity associated with the mechanized land clearing of approximately 10 acres of forested wetland on the "North" parcels, and the dredging and draining of approximately 10 acres of wetland on the "South" parcel, impacted a total of 20 acres of wetlands regulated (Regulated Wetland) by the State of Michigan under Part 303.

The Drain Commissioner has agreed to accept a conveyance of a portion of the Property as to be used by the Drain Commissioner as part of drain work in the Howe Brandywine Drain and a portion of the Property to be used for water storage purposes in relationship to Drain Commissioner work. In exchange for transfer of such Property to the Drain Commissioner, the Drain Commissioner and GRAB have entered into an Agreement (the "Restoration Agreement") under which the Drain Commissioner will assume responsibility to perform work necessary to restore and mitigate the regulated wetlands present on the Property and impacted by the Alleged Unauthorized Activities performed by GRAB. A copy of the Agreement between GRAB and the Drain Commissioner is attached hereto as Exhibit B.

The WRD, GRAB and the Drain Commissioner desire to resolve the WRD allegations against GRAB regarding the Alleged Unauthorized Activities that have occurred on the Property without the necessity of administrative and/or judicial proceedings. As a result, the WRD, GRAB and the Drain Commissioner are entering into this Consent Agreement which transfers certain responsibilities of GRAB to the Drain Commissioner. This Agreement identifies the necessary actions to be taken by the Drain Commissioner, GRAB and the WRD and imposes certain conditions upon the performance of those actions. Successful completion of the terms of this Agreement will, in the opinion of the WRD, meet the statutory provisions of Part 303, and thereby resolve those allegations set forth in the Notice.

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

COMPLIANCE AND IMPLEMENTATION SCHEDULE

CONSERVATION EASEMENT REQUIREMENTS

1. Within thirty (30) days of the Effective Date of this Agreement, either the Drain Commissioner or GRAB – whichever holds title to the transferred property at the time – shall provide to the WRD a proposed Conservation Easement covering the wetland mitigation and wetland restoration areas identified on the attached Exhibit D on a form attached as Exhibit C to this Agreement or on a form approved by the WRD. The WRD shall review the proposed Conservation Easement and notify the Drain Commissioner, in writing, of any modifications or additional information necessary to record the Conservation Easement. The Drain Commissioner shall provide the additional information within ten (10) days of receiving the WRD's written request. The Drain Commissioner shall, within thirty (30) days of completion of construction 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

SITE RESTORATION REQUIREMENTS

2. Within 1 year from the date of the issuance of the Permit as set forth in paragraph 5 below, the Drain Commissioner shall complete the restoration of 10 acres of wetland ("Wetlands Restoration Area") and the creation of 10 acres of wetlands ("Wetland Mitigation Area") in accordance with the WRD approved grading plan prepared by Tetra Tech, Inc. ("Tetra Tech"), being sheets C-101P, C-104P, C-105P, C-201P, C-202P, C-203P, C-204P and C-504 dated 10-26-2012, and last revised 3-3-2014 except sheet C-504 which is dated 3-6-2014, and wetland planting plan prepared by Fishbeck, Thompson, Carr & Huber, Inc. ("Fishbeck Thompson") which is undated and which are attached hereto as Exhibits D and E, respectively.

REPORTING AND MONITORING REQUIREMENTS

3. The Drain Commissioner shall be responsible for monitoring the Wetland Restoration Area and the Wetland Mitigation Area for a period of five (5) years following completion of the planting work. An experienced wetland consultant shall conduct the wetland monitoring. A complete assessment of the development of the wetland areas shall be made annually, and shall be provided to the WRD with annual reports no later than December 31 of each year. Utilizing recognized and established scientific procedures, the annual monitoring report, shall be prepared in accordance with the requirements found in Exhibit F of this Agreement. Following the initial 5 years of monitoring, the Drain Commissioner shall be responsible for long-term management of the Conservation Easement Area identified in Paragraph 1 above in accordance with the long-term management plan attached as Exhibit G of this Agreement.

4. Should either the Wetland Restoration Area and/or Wetland Mitigation Area fail to support a predominance of wetland vegetation (as defined in the USACE 1987 Wetland Delineation Manual) or fail to meet the performance standards identified in Exhibit H the Drain Commissioner 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, regarding soils to improve hydrology, modification of the water control structures, reseeded, and/or replanting of wetland plants, and any necessary control measures to control invasive species;
- D. Submit a copy of the proposed corrective measures to the WRD for review within the monitoring report required pursuant to Paragraph 3 above;

Upon WRD approval, immediately implement the corrective measures;

WRD PERMIT REQUIREMENTS

5. The Drain Commissioner shall, within 30 days from the Effective Date of this Agreement, provide to the WRD a permit application seeking authorization under the authority of Part 303, Wetlands Protection and/or Part 301, Inland Lakes and Streams of the Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended, to construct a

spillway and adjustable inlet/outlet structure adjoining the Wetland Mitigation and Wetland Restoration areas to the Howe Brandymore Drain as depicted on grading plan prepared by Tetra Tech, Inc. ("Tetra Tech"), being sheets C-101P, C-104P, C-105P, C201P, C-202P, C-203P, C-204P and C-504 dated 10-26-2012 and last revised 3-3-14 except sheet C-504 which is dated 3-6-2014. The WRD shall process the permit application in accordance with the statutory requirements of Parts 301 and 303.

6. All notices, applications, reports, and any other submittals, required to be provided by the Drain Commissioner to the WRD within the provisions of this Agreement shall be addressed, unless otherwise indicated, to:

Justin Smith
Michigan Department of Environmental Quality
Water Resources Division
525 West Allegan Street, Lansing, MI

GENERAL PROVISIONS

7. **PROPERTY ACCESS:** WRD staff shall have access to the South Property to inspect and determine compliance with this Agreement. The WRD shall provide a minimum of 24-hour advance notice to the Drain Commissioner prior to inspection of the Property.

8. **STIPULATED PENALTIES:** The Drain Commissioner shall pay stipulated penalties of One Hundred Dollars (\$100.00) per day for failure to comply with any of the provisions in Paragraphs 1 through 5 of this Agreement. The WRD will give notice to the Drain Commissioner at [address] of any of the Drain Commissioner's violations of any of the provisions in Paragraphs 1 through 5. After WRD gives the Drain Commissioner notice of a violation, the Drain Commissioner shall have a ten (10) day right to cure the violation before the imposition of any penalty under this provision. However, if for a length of time greater than 6 months, the Drain Commissioner fails to comply with any of the provisions of Paragraphs 1 through 5 notwithstanding the WRD's notices of violations, then WRD is no longer limited by the provisions of Paragraph 8, and may pursue other non-Paragraph 8 enforcement remedies against the Drain Commissioner, GRAB, or both.

9. **STIPULATED PENALTY PAYMENT:** To insure timely payments of any stipulated penalties provided in Paragraph 8 of this Agreement, the Drain Commissioner 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 9 shall be

paid in the form of a cashier's check payable to the "State of Michigan", and 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 W. Ottawa Street, Lansing, Michigan 48933.

10. **PENALTY PAYMENT DISPUTE**: The Drain Commissioner agrees not to contest the legal basis for any stipulated fines assessed pursuant to Paragraph 8 of this Agreement but reserves the right to dispute in a court of competent jurisdiction the factual basis upon which a demand by the WRD of stipulated fines is made. The Drain Commissioner and the WRD agree this does not preclude the possibility of informal resolution of disputed directly between the Drain Commissioner and the WRD.

11. **RESOLUTION OF DISPUTE AND WRD VIOLATION NOTICE**: This Agreement resolves the full dispute between the WRD and GRAB regarding the Alleged Unauthorized Activities that have occurred on the Property, including the closure of WRD File Number (10-74-0007-V). Such resolution is contingent upon compliance by GRAB and the Drain Commissioner with all requirements of this Agreement.

12. **OTHER PERMIT REQUIREMENTS**: With respect to the Property, GRAB and the Drain Commissioner shall not conduct any activity within regulated wetlands except as provided by this Agreement, or as authorized by separate permit issued by the WRD. This Agreement does not obviate the need to acquire additional state, local or federal permits as may be required by law.

13. **FORCE MAJEURE**: The Drain Commissioner 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 Drain Commissioner, 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 the Drain Commissioner'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 Drain Commissioner's actions or omissions.

14. **ASSIGNMENT OF RIGHTS**. This Agreement shall be binding on the parties, their officers, servants and employees. In the event that the Drain Commissioner sells or transfers any interest in this Property, the Drain Commissioner 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 Drain Commissioner to complete the work required by this Agreement and the work to be allowed by the permit referenced in Paragraph 5 above.

15. **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.

16. **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.

17. **DENIAL OF LIABILITY:** Nothing contained in this Agreement shall be construed as an admission of liability or wrongdoing by Drain Commissioner or GRAB. The WRD, GRAB and Drain Commissioner agree that the signing of this Agreement is for settlement purposes only.

18. **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.

19. **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.

20. **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, Drain Commissioner shall submit a request consisting of a written certification that Drain Commissioner has fully complied with all requirements of this Agreement and has made all payments including stipulated penalties required by this Agreement.

21. **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.

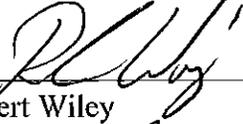
22. **ATTACHED AGREEMENTS:** The following is a list of the attached Exhibits which, with the exception of Exhibit B which is attached only for informational purposes, are incorporated into and are a part of this Agreement.

LIST OF ATTACHED EXHIBITS

- Exhibit A: Property Map
- Exhibit B: Agreement between GRAB, Inc. and the St. Clair County Drain Commissioner
- Exhibit C: Conservation Easement
- Exhibit D: Tetra Tech Grading Plans
- Exhibit E: Fishbeck, Thompson, Carr & Huber Wetland Planting Plans
- Exhibit F: Monitoring Plan
- Exhibit G: Long-Term Management Plan
- Exhibit H: Wetland Performance Standards

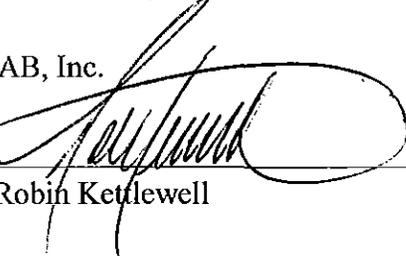
IN WITNESS WHEREOF, the parties hereto make and execute this Agreement on the date first above written. The undersigned certify that they are fully authorized by the party they represent, to enter into this Agreement and to legally bind that party to this Agreement.

St. Clair County Drain Commissioner,

By: 
Robert Wiley

Date: 9-1-14

GRAB, Inc.

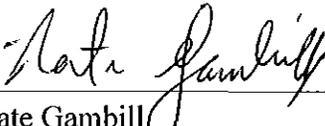
By: 
Robin Kettlewell

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

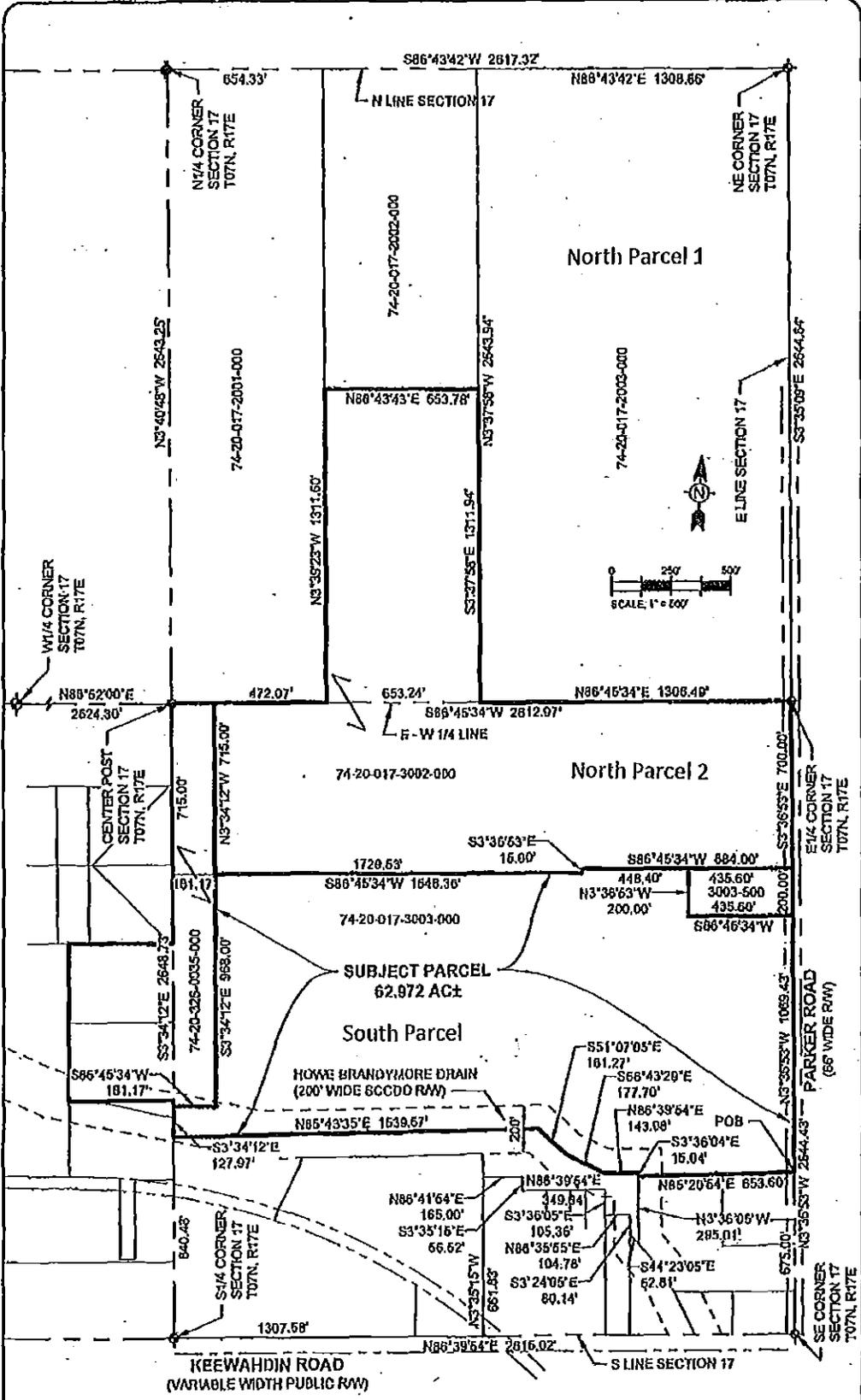
By: 
William Creal, Chief
Water Resources Division

Date: 9/10/2014

APPROVED AS TO FORM:

By: 
Nate Gambill
Assistant Attorney General
Environmental, Natural Resources and
Agriculture Division
Department of Attorney General

Date: 9/9/2014



4/6/2014 2:06:19 PM - P:\E\1281010-000-2310-11001CADSURVEY\DWG\FB-KV\PARCEL.DWG - BUSHAW, RICHARD

REV. 01/10/14
REV. 07/28/14

TETRA TECH
www.tetratech.com
1005 RIVER STREET, SUITE 1
PORT HURON, MICHIGAN 48060
PH: (810) 996-9000 FAX: (810) 996-9281

ST. CLAIR COUNTY DRAW OFFICE
LAND IN THE SW 1/4 SECTION 17, TOWN, R17E,
FT. GRATOT TWP., ST. CLAIR CO., MICHIGAN
TRANSFERRED PROPERTY MAP

Project No. 200-12810-11001
Date: 12/08/13
Designed By: MAROSSOW

EXHIBIT A

SHEET
2 OF 2

Bar Measure 1/8" = 100'

RESTORATION AGREEMENT

This restoration agreement ("Agreement") is made and entered into this the ___ day of _____, 2014, by and between the ST. CLAIR COUNTY DRAIN COMMISSIONER on behalf of the HOWE BRANDYMORE DRAIN DISTRICT (the "Drain Commissioner") 21 Airport Drive, St. Clair, Michigan 48079 and GRAB, INC. ("GRAB") 2965 Cherry Hill Drive, Fort Gratiot, Michigan 48059.

Recitals

- A. GRAB is the owner of property located in Fort Gratiot Township, Michigan which parcels are the subject matter of this Agreement.
- B. The following described parcel will be referred to as the "Pond Site" and is one of the parcels which is the subject matter of this Agreement described on Exhibit "A" and depicted on Exhibit "CC".
- C. The following described parcel will be referred to as the "Metal Building Site" and is one of the parcels which is the subject matter of this Agreement:

Land in the Township of Fort Gratiot, St. Clair County, Michigan, to wit: South 200 feet of North 900 feet of East 435.6 feet of Southeast ¼ Section 17 Town 7 North Range 17 East. 2 acres.
- D. The Pond Site is comprised of approximately 62 acres which will be purchased by the Drain Commissioner pursuant to the terms of this Agreement. At the time of the conveyance of the Pond Site, GRAB will also convey, without additional consideration, an additional parcel comprised of approximately 10.68 acres which is described on the attached Exhibit B and depicted on Exhibit "BB".
- E. GRAB has conducted dredging or excavating or filling on the Pond Site and an on a portion of the adjacent site which is approximately 230 acres in size and is described on the attached Exhibit C (the "Adjoining Site") and depicted on Exhibit "CC". GRAB has been advised by the Michigan Department of Environmental Quality ("MDEQ") that the activities conducted on the Pond Site and the Adjoining Site constitute a violation of the Part 303 of the Michigan Natural Resources and Environmental Protection Act MCL § 324.30301 et seq.

- F. The parties have engaged in discussions leading to this Agreement under which the Drain Commissioner on behalf of the Howe Brandymore Drain District (the "Drain District") will purchase the Pond Site (Exhibit A) from GRAB. As part of the consideration for the Drain Commissioner accepting the responsibilities as set forth in this Agreement, GRAB shall donate the Metal Building Site (Exhibit D) and depicted on Exhibit "BB" and "CC" with improvements to the Drain Commissioner. The Drain Commissioner will assume legal responsibility for resolving the wetland violation and potential enforcement issues with the MDEQ. GRAB will assume all financial liability for the cost of restoring the wetlands including planting for the restoration on the Pond Site which involves a restoration of approximately ten acres of wetlands and creation of an additional ten acres of wetlands. The Drain Commissioner shall be responsible for the maintenance and management of the water control structure.
- G. The parties are entering into this Agreement to set forth in writing their respective obligations and responsibilities under the terms of their agreement for the work described in this Agreement and on the attached Exhibit D (Work Items).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Property Acquisition. Subject to the terms and conditions of this Agreement, the Drain Commissioner on behalf of the Howe Brandymore Drain District agrees to and shall accept the Pond Site from GRAB as a contribution to the Project valued at \$155,000.00. The contribution amount of \$155,000.00 shall be handled as a credit against work for which GRAB is obligated to pay under this Agreement as set forth on the Attached Exhibit B, titled "Work Items" which are allocated to GRAB under the "Cost Breakdown". The Work Items and Cost Breakdown were prepared by Tetra Tech and the parties acknowledge such amounts are an engineer's estimate which means the actual costs may exceed or be less than the engineer's estimate. The conveyance from GRAB to the Drain Commissioner shall be by Warranty Deed. At the Closing, GRAB shall donate the Metal Building Site to the Drain Commissioner by Warranty Deed for the consideration of \$1.00 and the Drain Commissioner shall acknowledge a donation for the fair market value of the Metal Building site based on an appraisal obtained by GRAB. At the closing, GRAB shall also convey the approximately 10.68 acre parcel described on Exhibit B to the Drain Commissioner for the consideration of \$1. The Closing will occur when all conditions precedent to the obligations of the Drain Commissioner as set forth in paragraph 5 have been satisfied or waived by the Drain Commissioner. The Closing shall be at the title company selected by the Drain Commissioner and GRAB shall be responsible to pay any and all costs associated with the closing including, but not limited to, preparation of the deed, the cost of the title policy, transfer tax, recording fees, closing charges incurred with the title company, legal fees and any other closing costs. At the Closing, the Drain Commissioner

will enter into a lease under which the Metal Building Site will be leased back to GRAB for the cost of \$1.00 per year for a period not to exceed three years. The terms of the lease shall be triple net so that GRAB will pay all of the costs of ownership of the Metal Building Site.

2. Performance of Wetlands Restoration Work. Subject to the provisions of paragraph five, the Drain Commissioner on behalf of the Drain District shall perform the work as described on the attached Exhibit B which includes the wetlands restoration work (GRAB, Inc. column on Exhibit B referred to as the "GRAB Work") for which GRAB shall pay all actual costs a portion of which is being paid by a \$155,000.00 credit as set forth in paragraph 1. Such work is necessary to create wetlands on the pond site and to restore wetlands on the pond site pursuant to the detailed description of the work as set forth on the attached Exhibit E (the "Work"). The Drain Commissioner shall commence the Work when all conditions precedent to commence the Work has been completed to the satisfaction of the Drain Commissioner in his sole discretion.

3. Additional Responsibilities of GRAB. In addition to the work activities necessary to create and restore the wetlands as set forth in this Agreement and the attached Exhibits B and E, GRAB shall also pay all cost of the activities necessary to negotiate a settlement with the MDEQ concerning the wetlands violations and to fully and completely implement the terms of such settlement which shall include, but not be limited to, the cost of the following: development of a wetland planting plan; the cost of planting of 10 acres of newly constructed wetlands and 10 acres of restored wetlands pursuant to the detailed Wetland Mitigation Plan; development of all plans and specifications necessary to complete the Work Items as prepared by Tetra Tech or any consultants; soil investigation; water budget; topographical survey; hydrologic analysis; control structure design; construction management and oversight for wetland creation and planting; construction staking; soil erosion protection; habitat structures; five year monitoring; long term maintenance of the wetland for invasive species and any other necessary maintenance; the cost of the maintenance bond for the wetland; engineering fees; consulting fees and legal fees. It is acknowledged by the parties some of the engineering, consulting and legal services being performed pertaining to the Pond Site is work being done for Drain Commissioner specific work. As to any Drain Commissioner specific work, the Drain Commissioner shall pay his portion of the engineering and consulting fees. Tetra Tech will supply an allocation of its fees between the GRAB portion of the Project and Drain Commissioner work. The legal fees incurred by the Drain Commissioner arising out of the Project and the Drain Commissioner work shall be paid 75% by GRAB and 25% by the Drain District.

4. Drain Commissioner Work. The Drain Commissioner on behalf of the Drain District shall perform and pay for the work set forth on Exhibit B under cost breakdown denoted as SCCDC (the "Drain Commissioner Work"). In addition, as set forth above, the Drain Commissioner shall pay for \$155,000.00 of the GRAB Work in exchange for the transfer of the Pond Site.

5. Completion of the Project. The Drain Commissioner on behalf of the Drain District shall be responsible to take bids for the GRAB Work and Drain Commissioner (SCCDC) Work. Tetra Tech shall be the consulting engineer for the project and GRAB shall pay the Tetra Tech fees necessary to complete its portion of the Project. The Project will be bid by the Drain Commissioner as a public project consistent with the Drain Commissioner rules, procedures and the statutes governing such projects. The letting of the contracts for the Work to complete the Project shall be jointly approved by the Drain Commissioner and GRAB. After bids have been received, they will be reviewed by the Drain Commissioner and GRAB before any contracts are let. GRAB shall have the opportunity to perform a portion or portions of the work subject to the approval of the Drain Commissioner which shall not be unreasonably withheld. The removal of a portion or portions of the work shall be subject to the determination by the Drain Commissioner that GRAB has the forces and equipment to perform the work and subject to Robin Kettlewell being on site to oversee the work. Further, removal of the work shall be subject to agreement by the Drain Commissioner and GRAB as to the credit to GRAB for the work to be performed by GRAB and what portion of the credit will be charged to Drain Commissioner work, if any.

6. Wetland Vegetation Restoration. GRAB shall be responsible for all costs relating to or arising out of the restoration of the wetlands vegetation (the "Wetlands Vegetation Work") which is part of the Project. The Wetlands Vegetation Work shall be as determined by Thomas R. Bennett of Fishbeck, Thompson, Carr & Huber, Inc., subject to the approval of the MDEQ. The Wetlands Vegetation Work shall include, but not be limited to, the following:

- a. preparation of all plans and specifications.
- b. preparation of MDEQ notifications
- c. preparation of planting plan
- d. preparation of mitigation/monitoring plan
- e. construction oversight
- f. construction/planting
- g. preparation of long term monitoring and management plan
- h. cost of long term monitoring, management and maintenance
- i. conducting annual vegetation as required by MDEQ rules
- j. preparation of annual reports
- k. implementation of invasive species control

- l. prepare statement to MDEQ re completion
- m. delineation of wetland boundaries in mitigation
- n. preparation of as-built plans
- o. attend necessary meetings with MDEQ
- p. cost of plantings
- q. all other costs as necessary to meet MDEQ requirements
- r. all engineering and consulting fees
- s. all permit fees

GRAB shall pay the cost of the Wetlands Vegetation Work, all fees for work performed by Fishbeck, Thompson, Carr & Huber, Inc. and the cost of the wetland maintenance bonds which are required to ensure the maintenance of the Wetlands Vegetation Work.

7. Schedule for Performance of the Work. The schedule for the Work will be as determined in the contract awarded for completion of the Work, and shall be completed no later than one year from the date of the issuance of the permit for the Work by the MDEQ. The Drain Commissioner will bid the GRAB Work and Drain Commissioner Work as soon as reasonably possible after the issuance of the MDEQ permit and after GRAB has established the cash account as set forth in this Agreement and after all other conditions precedent to proceed with the Project have been met to the satisfaction of the Drain Commissioner in his sole discretion. The Drain Commissioner and GRAB shall be responsible to pay for their respective portions of the actual cost of the Project as are estimated on Exhibit B. Payments shall be paid by the Drain Commissioner and GRAB based upon draws which are approved by Tetra Tech in accordance with the contract documents with the understanding that the Drain Commissioner shall pay the first \$155,000.00 due from GRAB for GRAB Work as a credit for the transfer of the land to the Drain District. The Drain Commissioner shall make the final decision to approve payments and when payments are due under this Agreement. In the event GRAB fails to pay for the cost of such Work within twenty (20) days of being invoiced for the costs, the Drain Commissioner shall have the right to access the cash account in order to make payments for such Work in a timely fashion.

8. Obligations of the Drain Commissioner. The obligations of the Drain Commissioner as set forth in this Agreement are expressly contingent upon completion of or waiver of the following conditions precedent to the satisfaction of the Drain Commissioner in his sole discretion:

- a. Completion of a settlement with the MDEQ on terms which are satisfactory to the Drain Commissioner in his sole discretion.
- b. Approval of the condition of title of the Pond Site and the Metal Building Site.
- c. Approval of all plans and specifications by the Drain Commissioner for the Drain Commissioner Work and GRAB Work.
- d. Approval of a cash account and the terms establishing the cash account established by GRAB on terms that are satisfactory to the Drain Commissioner in his sole discretion which will be in the amount of 115% of the Engineer's estimate of the cost of the Work and Wetlands Vegetation Work less \$155,000.00. At the time contracts are awarded for the Work, GRAB shall be permitted to reduce the amount in the account to 110% of the cost of the Work less \$155,000.00 and less the agreed upon value of any work that GRAB will perform. The purpose of the cash account is to provide funding to assure payment of GRAB's obligations under this Agreement. The balance in the cash account, if any, will be released when the Drain Commissioner determines GRAB has fulfilled all of its responsibilities under this Agreement. The cash account will be established immediately before the Drain Commissioner signs the Consent Agreement with the MDEQ.

9. Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto.

10. Successors and Assigns. Except as otherwise expressly provided to the contrary in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

11. Notice. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally, or of the date mailed by registered mail, postage prepaid, return receipt requested, or delivered by a nationally recognized courier service to the parties at the addresses indicated above.

12. Entire Agreement. This Agreement executed even date herewith, constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

13. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

14. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

16. Headings. The headings used herein are for convenience only and do not define, limit or construe the contents of this Agreement.

17. Governing Law. This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, this Agreement is executed, effective as of the Effective Date.

ST. CLAIR COUNTY DRAIN COMMISSIONER
On behalf of the Howe Brandywine Drain District

By: 
Robert Wiley

GRAB, INC.

By: 
Robin Kettlewell

Its: COO & VP

EXHIBIT A

EXHIBIT "A"
LEGAL DESCRIPTION
TAX ID 74-20-017-3003-000

PARCEL OF LAND IN AND BEING PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 17.T.7N.,R.17E., FORT GRATIOT TOWNSHIP ST. CLAIR COUNTY MICHIGAN, DESCRIBED AS: SOUTHEAST 1/4 EXC WEST 10.98 RODS OF N102 RODS, EXC PART OF RAILROAD RIGHT-OF-WAY AND EXC THAT PART SOUTH OF A LINE BEGINNING N.86°39'43" E. 1307.58'; THENCE N.03°35'26" W.661.82'; THENCE N.86°41'43" E. 165'; THENCE S.03°35'26" E. 56.52'; THENCE N.86°39'43" E 349.64'; THENCE SOUTH 03°36'16" E.105.36'; THENCE N.86°35'44" E.104.78'; THENCE S.03°24'16".E.80.14'; THENCE S.44°23'E. 52.81' AND N.03°36'16" W. 295.01' FROM SOUTH 1/4 CORNER; THENCE S.86°39'43" W. 143.98'; THENCE N.65°43'40" W. 177.7'; THENCE N.51°7'16" W.161.27'; THENCE S.85°43'24" W. 1539.41' TO NORTH AND SOUTH 1/4 LINE; THENCE EAST TO BEGINNING AND EXC THAT PART LYING ON NORTH OF A LINE BEGINNING SOUTH 700' FROM EAST 1/4 CORNER; THENCE WEST 884'; THENCE SOUTH 15'; THENCE WEST TO WEST LINE AND EXC SOUTHEAST 1/4 OF SOUTHEAST 1/4 AND EXC SOUTH 200' OF NORTH 900' OF EAST 435.6' OF SOUTHEAST 1/4 SECTION 17 T.7N., R.17.E, 63.45A. TAX ACREAGE, 62.972 SURVEYED ACRES.

EXHIBIT B

EXHIBIT "B"
LEGAL DESCRIPTION
PART OF 74-20-326-0035-000
TO BE ADDED TO 74-20-017-3003-000

A PARCEL OF LAND IN THE TOWNSHIP OF FORT GRATIOT, ST. CLAIR COUNTY, MICHIGAN, SAID PARCEL SITUATED IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 17, T.7N.R.17E., SAID PARCEL PARTICULARLY DESCRIBED AS: THE EAST 440.00' OF LOTS 108 AND 109, PLAT OF THE "GRATIOT CENTRE, (HARRINGTON'S SUBDIVISION)", RECORDED IN LIBER 2 OF PLATS PAGE 17, COUNTY RECORDS, TOGETHER WITH THAT PART OF THE WEST 10.98 RODS OF THE NORTH 102 RODS OF SAID SOUTHEAST 1/4 OF SAID SECTION 17 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE, SAID LINE BEGINNING SOUTH 700.00' ALONG THE EAST SECTION LINE FROM THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE WEST 884.00' PARALLEL WITH ITS EAST AND WEST 1/4 ; THENCE SOUTH 15.00' PARALLEL WITH SAID EAST LINE; THENCE WEST PARALLEL WITH ITS EAST AND WEST 1/4 LINE TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17 AND POINT OF ENDING OF THIS DESCRIBED LINE. THIS PARCEL CONTAINS 10.68 ACRES MORE OR LESS.

EXHIBIT BB

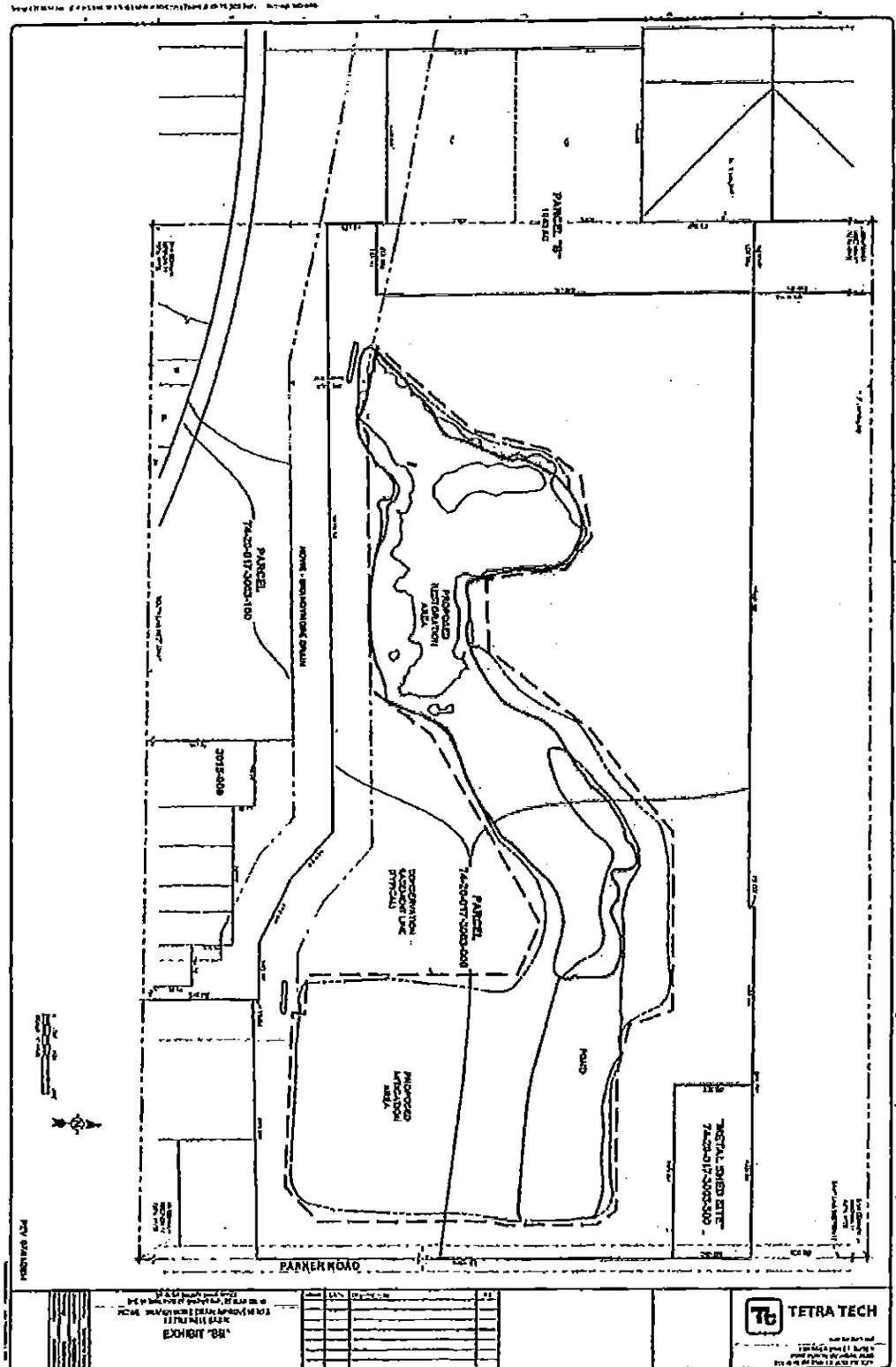


EXHIBIT 'B'

NO.	DATE	DESCRIPTION

TETRA TECH

12345 Main St. Suite 100
 Anytown, CA 90210
 Tel: (555) 123-4567 Fax: (555) 123-4568

EXHIBIT C

EXHIBIT "C"
LEGAL DESCRIPTION
PARCEL "G1" (VIOLATION PARCEL SEE EXHIBIT "CC") REV. 07 01 2014
74-20-017-3003-000 (GRAB INC)

PARCEL OF LAND IN AND BEING PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 17.T.7N.,R.17E., FORT GRATIOT TOWNSHIP ST. CLAIR COUNTY MICHIGAN, DESCRIBED AS: SOUTHEAST 1/4 EXC WEST 10.98 RODS OF N102 RODS, EXC PART OF RAILROAD RIGHT-OF-WAY AND EXC THAT PART SOUTH OF A LINE BEGINNING N.86°39'43" E. 1307.58'; THENCE N.03°35'26" W.661.82'; THENCE N.86°41'43" E. 165'; THENCE S.03°35'26" E. 56.52'; THENCE N.86°39'43" E 349.64'; THENCE SOUTH 03°36'16" E.105.36'; THENCE N.86°35'44" E.104.78'; THENCE S.03°24'16" E.80.14'; THENCE S.44°23'E. 52.81' AND N.03°36'16" W. 295.01' FROM SOUTH 1/4 CORNER; THENCE S.86°39'43" W. 143.98'; THENCE N.65°43'40" W. 177.7'; THENCE N.51°7'16" W.161.27'; THENCE S.85°43'24" W. 1539.41' TO NORTH AND SOUTH 1/4 LINE; THENCE EAST TO BEGINNING AND EXC THAT PART LYING ON NORTH OF A LINE BEGINNING SOUTH 700' FROM EAST 1/4 CORNER; THENCE WEST 884'; THENCE SOUTH 15'; THENCE WEST TO WEST LINE AND EXC SOUTHEAST 1/4 OF SOUTHEAST 1/4 AND EXC SOUTH 200' OF NORTH 900' OF EAST 435.6' OF SOUTHEAST 1/4 SECTION 17 T.7N., R.17E, 63.45A.

LEGAL DESCRIPTION
PARCEL "G2" (VIOLATION PARCEL SEE EXHIBIT "CC") REV. 07 01 2014
74-20-017-3002-000 (W. & G. KETTLEWELL)

PARCEL OF LAND IN AND BEING PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 17.T.7N.,R.17E., FORT GRATIOT TOWNSHIP ST. CLAIR COUNTY MICHIGAN, DESCRIBED AS: SOUTHEAST 1/4 EXC WEST 181.17' AND EXC THAT PART LYING SOUTH OF A LINE, BEGINNING SOUTH 700' FROM EAST 1/4 CORNER; THENCE WEST 884'; THENCE SOUTH 15'; THENCE WEST TO WEST LINE AND SOUTH 20 A OF EAST 1/2 OF WEST 1/2 OF NORTHEAST 1/4 SECTION 17 T7N.,R.17E., 59.57 A.

LEGAL DESCRIPTION
PARCEL "G3" (VIOLATION PARCEL SEE EXHIBIT "CC") REV. 07 01 2014
74-20-017-2003-000 (GRAB INC)

PARCEL OF LAND IN AND BEING PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 17.T.7N.,R.17E., FORT GRATIOT TOWNSHIP ST. CLAIR COUNTY MICHIGAN, DESCRIBED AS: EAST 1/2 OF NORTHEAST 1/4 SECTION 17 T.7N., R.17E. 80 A.

LEGAL DESCRIPTION
PARCEL "G4" (VIOLATION PARCEL SEE EXHIBIT "CC") REV. 07 01 2014
74-20-017-2002-000 (GRAB INC)

PARCEL OF LAND IN SECTION 17.T.7N.,R.17E., FORT GRATIOT TOWNSHIP ST. CLAIR COUNTY MICHIGAN, DESCRIBED AS: NORTH 20 A OF EAST 1/2 OF WEST 1/2 OF NORTHEAST 1/4 SECTION 17 T.7N., R.17E. 20 A.

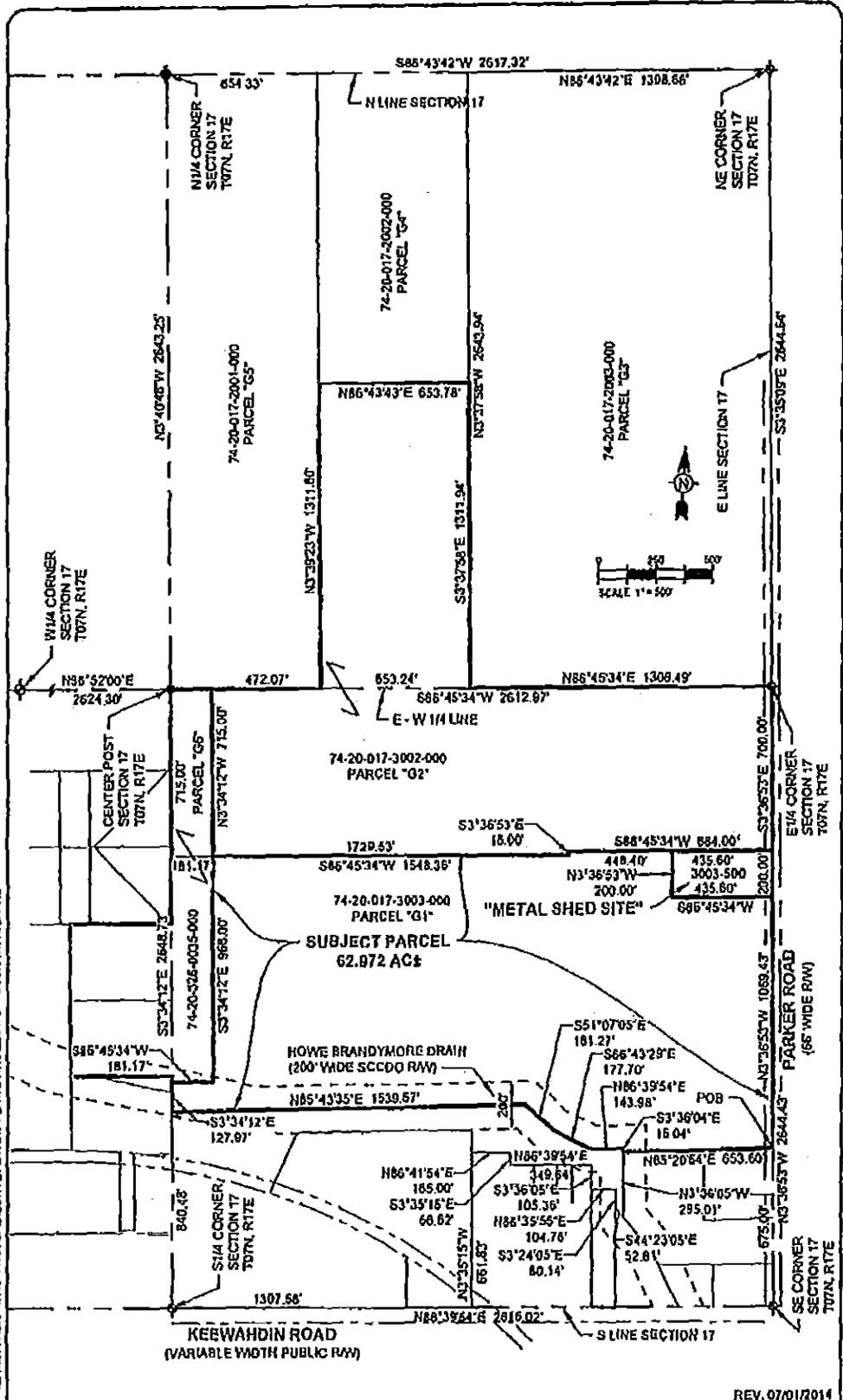
LEGAL DESCRIPTION
PARCEL "G5" (VIOLATION PARCEL SEE EXHIBIT "CC") REV. 07 01 2014
74-20-017-2001-000 (GRAB INC)

PARCEL OF LAND IN SECTION 17.T.7N.,R.17E., FORT GRATIOT TOWNSHIP ST. CLAIR COUNTY MICHIGAN, DESCRIBED AS: WEST 1/2 OF WEST 1/2 OF NORTHEAST 1/4 SECTION 17 T.7N., R.17E. 40 A.

LEGAL DESCRIPTION
PARCEL "G6" (VIOLATION PARCEL SEE EXHIBIT "CC") REV. 07 01 2014
74-20-326-0035-000 (GRAB INC)

PARCEL OF LAND IN SECTION 17.T.7N.,R.17E., FORT GRATIOT TOWNSHIP ST. CLAIR COUNTY MICHIGAN, DESCRIBED AS: EAST 440' OF LOT 108, EAST 440' OF LOT 109 AND WEST 10.98' RODS OF NORTH 102 RODS OF SOUTHEAST 1/4 OF SECTION 17 VILLAGE OF GRATIOT CENTER AND SECTION 17 T.7N., R.17E. OWNED AND OCCUPIED AS ONE PARCEL.

EXHIBIT CC



74-20-017-3003-000 - P. WENTZ 05/20/11 1100-CAD SURVEY DIVISION - R/W PARCEL DIV. - BUSHAW, RICHARD

TE TETRA TECH
 www.tetratech.com
 100 RIVER STREET, SUITE 1
 PORT HURON, MICHIGAN 48130
 PH: (810) 526-8000 FAX: (810) 958-8181

ST. CLAIR COUNTY DRAIN OFFICE
 LAND IN THE SW 1/4 SECTION 17, TOWN, RITE,
 FT. GRATIOT TWP., ST. CLAIR CO., MICHIGAN
EXHIBIT "CC"

Project No.:	200-12810-11001
Date:	12/08/13
Designed By:	M.ROSSOW
SHEET	
1 OF 1	

REV. 07/01/2014

Copyright Tetra Tech

EXHIBIT D

EXHIBIT "D"
LEGAL DESCRIPTION
(METAL SHED PARCEL) REV 07 01 2014
74-20-017-3003-500

LAND IN THE TOWNSHIP OF FORT GRATIOT, ST. CLAIR COUNTY MICHIGAN,
DESCRIBED AS: SOUTH 200' OF NORTH 900' OF EAST 435.6' OF SOUTHEAST
SECTION 17, T.7N., R.17E.

Exhibit C

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 on _____, 2014, by and between the ST. CLAIR COUNTY DRAIN COMMISSIONER on behalf of the HOWE BRANDYMORE DRAIN DISTRICT, a municipality, whose address is 21 Airport Drive, St. Clair, Michigan 48079 (Grantor) and the Michigan Department of Environmental Quality (DEQ), whose address is, P.O. Box 30458, Lansing, Michigan 48909-7958; or Constitution Hall, 2nd Floor South, 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in the Township of Fort Gratiot, St. Clair 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), and

Pursuant to the Consent Agreement entered into between the Grantor and the MDEQ, MDEQ file number 10-74-0007-V, Grantor has agreed to the restoration of ten (10) acres of wetland and creation of 10 acres of wetlands in accordance with MDEQ approved plans dated ____ and prepared by Tetra Tech, Inc. As a condition of the Consent Agreement, Grantor has agreed to grant the MDEQ a Conservation Easement that protects the above referenced 20 acres of wetland

As a condition of the above-referenced permit, Grantor has agreed to grant the DEQ 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 (Easement Premises) consists of approximately 25.669 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 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 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 the Consent Agreement entered on ____/____/2014, 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 surface 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, 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, larvacides or any other 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 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.
3. 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 the DEQ Management Plan for the Easement Premises.
 4. Except as otherwise required in Exhibit __ the 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, Permittee or its authorized agents may enter the Easement Premises to perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor or Permittee shall provide 5 days notice to the Grantee 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 DEQ.
 8. The 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 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, as shown in Exhibit D, may enter the Easement Premises at reasonable times to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation project or other conditions of the Permit; and for purposes 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. 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.
22. The terms 'Grantor' and 'Grantee' wherever used in this 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
23. The Grantor desires to conduct activities to enhance habitat, including installing structures such as birdhouses and waterfowl nesting structures, etc.; controlling non-native, noxious, or nuisance invasive plant species and shrubs, consistent with an approved DEQ wetland mitigation plan; and allowing public access through the use of walking paths, wetland observation platforms, and wetland community boardwalks, etc. within the Conservation Easement. These activities may be authorized at Grantee's sole discretion and written approval of plans for such activities and, if applicable, issuance of a permit under Michigan law

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:** The path of legal access to the Easement Premises is included in Exhibit C.
- Exhibit E:** *If applicable*, a Cooperative Stewardship Agreement that includes baseline documentation and any vegetation and/or site Management Plans.

by William Creal, Division Chief, Water Resources Division, State of Michigan, on behalf of the Michigan Department of Environmental Quality.

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

Acting in: Ingham County, Michigan

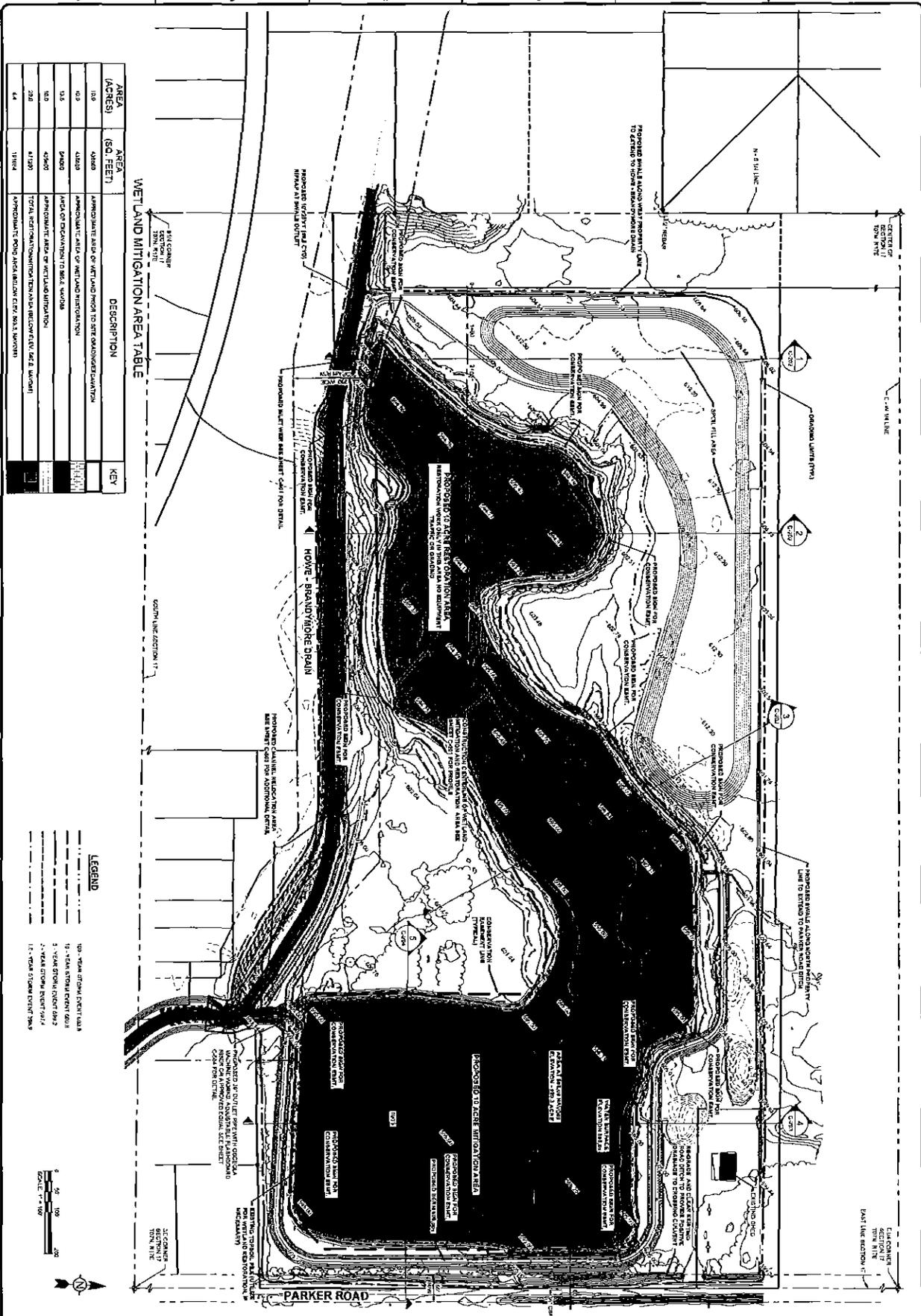
My Commission is in _____ County, Michigan

My Commission Expires: _____

DRAFTED BY:
GARY A. FLETCHER
Fletcher Fealko Shoudy & Francis, P.C.
511 Fort Street, Suite 101
Port Huron, Michigan 48060

AFTER RECORDING, RETURN TO:

**Michigan Department of Environmental Quality
Water Resources Division
Constitution Hall, 2nd Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958**



WETLAND MITIGATION AREA TABLE

AREA (ACRES)	AREA (SQ. FEET)	DESCRIPTION	KEY
13.0	44800	APPROXIMATE AREA OF WETLAND PRIOR TO SITE DEVELOPMENT/CONSTRUCTION	1
0.4	14000	APPROXIMATE AREA OF WETLAND RESTORATION	2
0.4	14000	APPROXIMATE AREA OF WETLAND MITIGATION	3
23.8	82800	TOTAL APPROXIMATE WETLAND AREA RESTORED/REPLACED (ACRES)	4
14.4	50000	APPROXIMATE WETLAND AREA RESTORED/REPLACED (SQ. FEET)	5

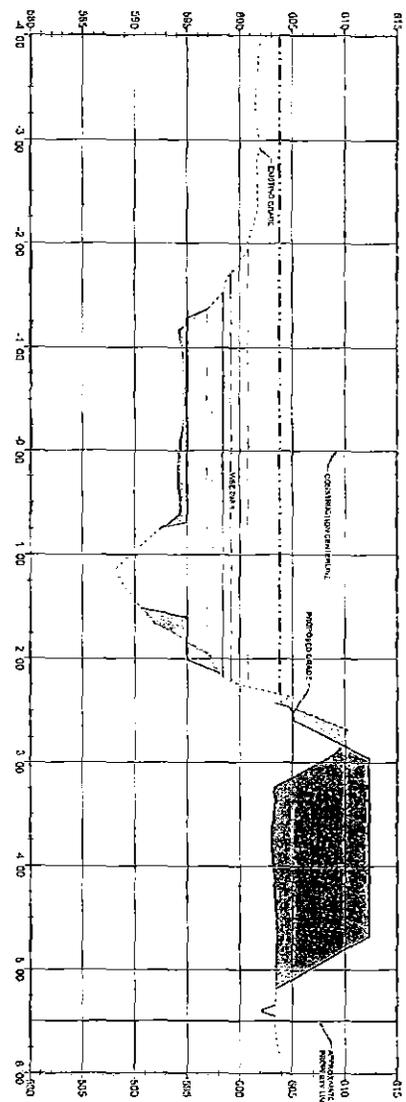
LEGEND

(Symbol)	100-YEAR FLOOD EVENT AREA
(Symbol)	50-YEAR FLOOD EVENT AREA
(Symbol)	10-YEAR FLOOD EVENT AREA
(Symbol)	1-YEAR FLOOD EVENT AREA
(Symbol)	15-YEAR FLOOD EVENT AREA
(Symbol)	5-YEAR FLOOD EVENT AREA
(Symbol)	2-YEAR FLOOD EVENT AREA
(Symbol)	1-YEAR FLOOD EVENT AREA

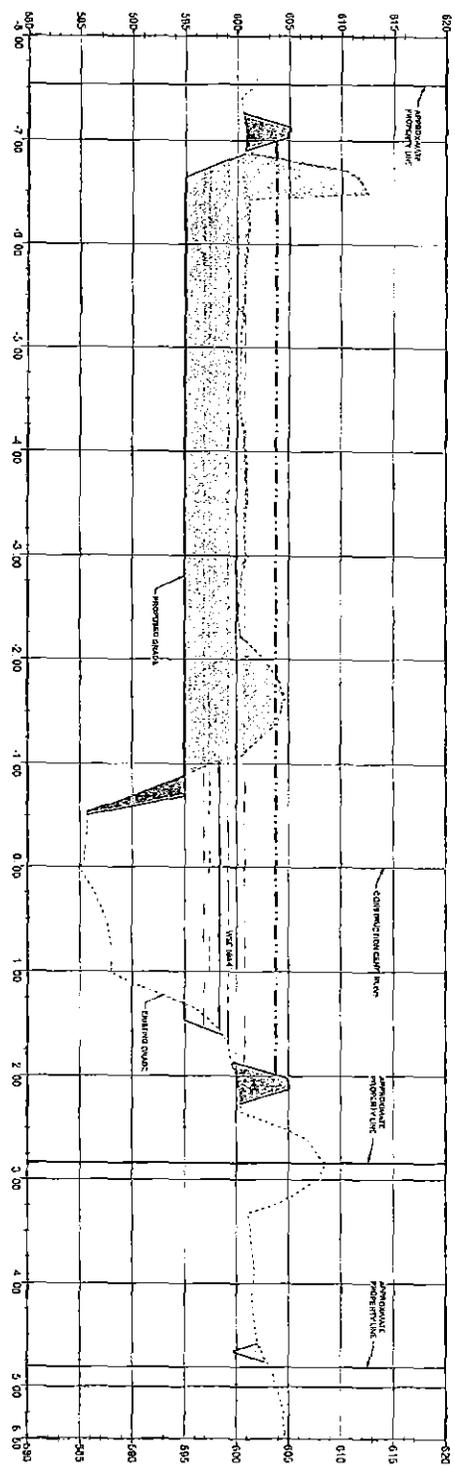
17 CLAR COUNTY DRAIN OFFICE
 300 N. 10TH ST. W. CLAR COUNTY, KY 40302
**HOME - BRANDYMORE DRAIN IMPROVEMENTS
 KETTLEWELL BASIN**
**WETLAND RESTORATION
 AND MITIGATION PLAN**

MARK	DATE	DESCRIPTION	BY
1	10-26-12	ISSUED FOR REVIEW	RAB
2	04-03-13	REVISED PROPOSED AREA AT ELEVATION MARK	RAB
3	04-03-13	REVISED POND GRADING PER SLODQ	RAB
4	07-01-13	REVISED SLOPE GRADING PER SLODQ	RAB
5	01-10-14	ADDED WATER CONTROL STRUCTURE PER SLODQ	RAB
6	02-03-14	REVISED PER SLODQ CHECK FOR GULLY CUTS	RAB

TETRA TECH
 www.tetra-tech.com
 1000 RIVER STREET SUITE 1
 FORT MONROE, VA 22031
 PH: 703-999-8200 FAX: 703-999-8204



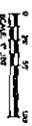
3 BASIN SECTION
SCALE: 1" = 10' H



1 BASIN SECTION
SCALE: 1" = 10' H

- LEGEND**
- WETLAND EXISTING
 - WETLAND PROPOSED
 - CONSTRUCTION DRAINAGE
 - DRAINAGE
 - EXISTING DRAINAGE
 - PROPOSED DRAINAGE
 - WETLAND
 - WETLAND PROPOSED

NOTES:
1. ELEVATIONS SHOWN ARE RELATIVE TO THE DATUM
2. ELEVATIONS SHOWN ARE RELATIVE TO THE DATUM
3. ELEVATIONS SHOWN ARE RELATIVE TO THE DATUM



C-203P

PROJECT NO. 2018000001
DATE: 03/20/2018
DRAWN BY: J. LAMONT
CHECKED BY: J. LAMONT
SCALE: AS SHOWN

37 QUINCY DRIVE OFFICE
10000 W. BRANDYMEAR DRIVE
KETTLEWELL BASIN
WETLAND RESTORATION AND
MITIGATION SECTIONS

DATE	DESCRIPTION	BY
11-15-17	DESIGN FOR REVIEW	PAB
11-15-17	DESIGN FOR REVIEW	PAB
11-15-17	DESIGN FOR REVIEW	PAB
11-15-17	DESIGN FOR REVIEW	PAB
11-15-17	DESIGN FOR REVIEW	PAB
11-15-17	DESIGN FOR REVIEW	PAB

TETRA TECH
www.tetra-tech.com
1625 POWER STREET, SUITE 1
FORT WORTH, TEXAS 76104-4302
TEL: 817.332.2222 FAX: 817.332.2222

LEGEND

TYPE

WATER SURFACE ELEVATION AT TIME OF SURVEY

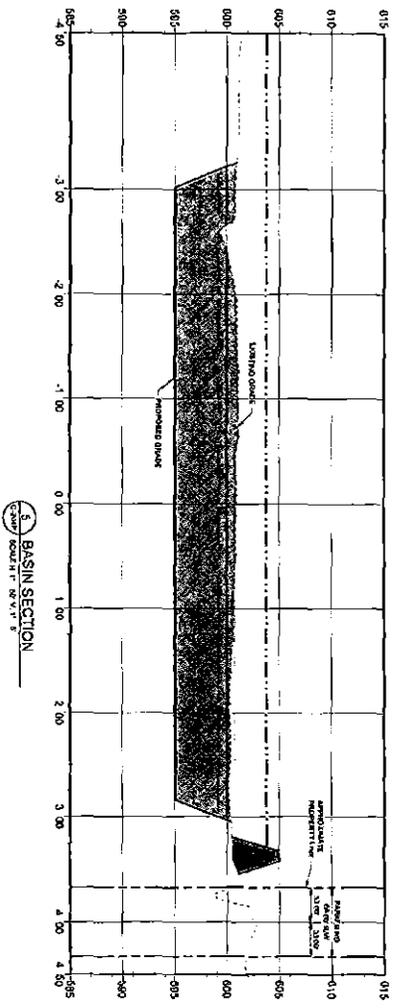
HIGH WATER ELEVATION

10-YEAR FLOOD ELEVATION

5-YEAR FLOOD ELEVATION

1-YEAR FLOOD ELEVATION

15-YEAR FLOOD ELEVATION



NOTE

1. THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

2. ALL DIMENSIONS ARE IN FEET AND INCHES.

3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



C-204P

ST. LOUIS COUNTY PLANNING OFFICE
 1000 MARKET STREET, SUITE 1000, ST. LOUIS, MO 63102
 PROJECT NO. 2009-001
 DRAWING NO. C-204P
 DATE: 02/12/2010

WETLAND RESTORATION AND MITIGATION SECTIONS

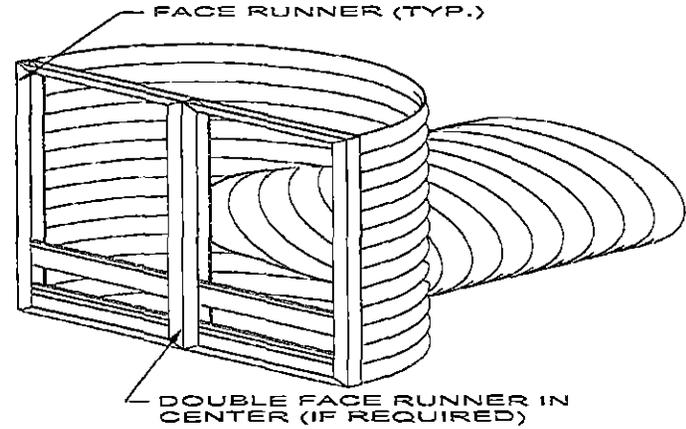
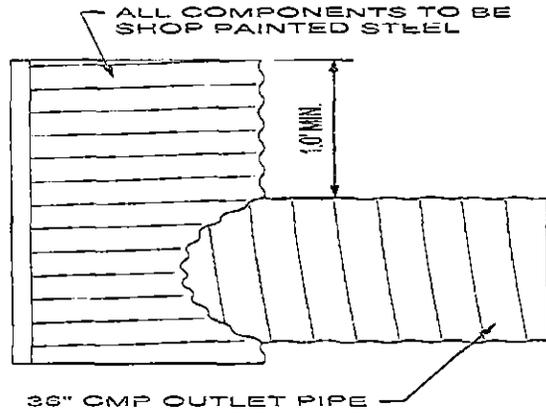
MARK	DATE	DESCRIPTION	BY
1	10-20-07	DESIGN FOR REVIEW	RAB
2	01-09-08	REVISED PROPOSED AREA AT DIVISION BENCH	RAB
3	04-04-08	REVISED HIGH WATER ELEVATION PER BROWNS	RAB
4	07-21-08	REVISED DITCH DRAINAGE SERVICES	RAB
5	09-04-08	ADDED WATER CONTROL STRUCTURE PER M&S	RAB
6	08-02-09	REVISED UP AND DOWN SLOPE QUANTITIES	RAB

TETRA TECH

www.tetra-tech.com

200 NORTH STREET, SUITE 1
 PORT HURON, MICHIGAN 48130
 PH: 810.555.2222 FAX: 810.555.2221

3102017314544 - P:\ENR\120206\1202061401\CADD\SETFILES\DWG\CS\DETAILS.DWG - 03/06/14 RCH/HBD



FLASHBOARD RISER

SCALE: NONE

NOTES:

1. PROVIDE FLASHBOARD RISER FOR 36" DIA. CMP OUTLET PIPE PER OSCEOLA MACHINE WORKS OR APPROVED EQUAL.
2. INSTALL AND BACKFILL FLASHBOARD RISER IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.



TETRA TECH

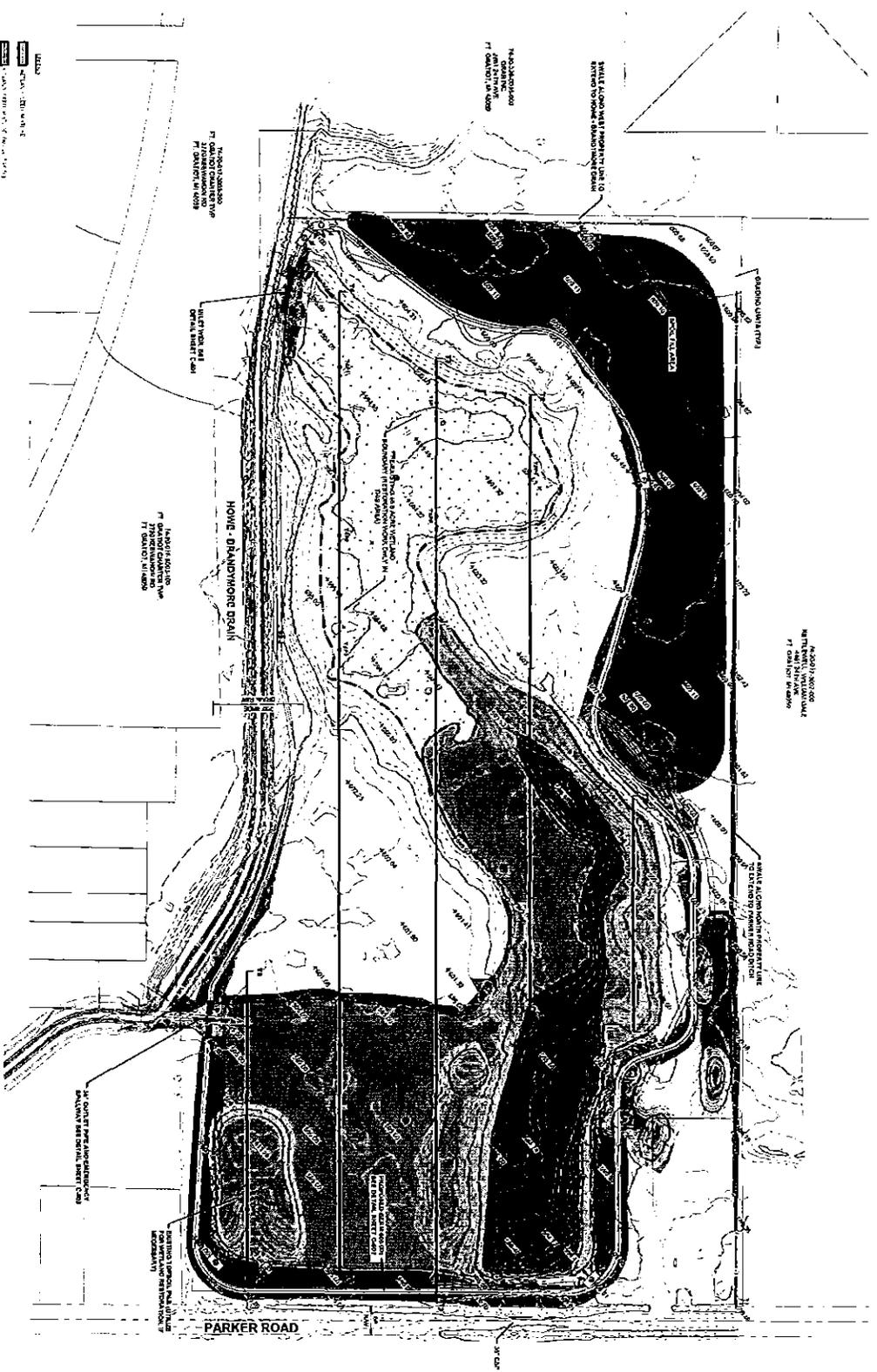
www.tetra-tech.com
 1000 RIVER STREET, SUITE 1
 FORT HURON, MICHIGAN 49800
 PH: (810) 998-0200 FX: (810) 998-0291

FOR: ST. CLAIR CO. DRAIN OFFICE
 HOWE - BRANDYMOORE DRAIN IMPROVEMENTS
 KETTLEWELL BASIN
 FLASHBOARD RISER

Project No.: 200-12010-11001
 Date: 03/06/14
 Designed By:
 Supplemental

Copyright 2014

St. Clair County Drain Office
 Grabet Twp., St. Clair County, Michigan
Howe-Brandymore Drain Improvements
 Monitoring Plan



Project No.	G120210
Sheet No.	M-1
Scale	AS SHOWN
Drawn by	
Checked by	
Approved by	
Date	
Project Description	HOWE-BRANDYMORE DRAIN IMPROVEMENTS
Location	GRABET TWP., ST. CLAIR COUNTY, MICHIGAN
Client	ST. CLAIR COUNTY DRAIN OFFICE
Contract No.	
Contract Date	
Contract Value	
Contractor	
Engineer	
Surveyor	
Architect	
Constructor	

EXHIBIT F

MONITORING PLAN

After the first full growing season, annual monitoring of the mitigation/restoration area will be conducted between July 15 and August 31 for five years. The following data will be collected and reported to the MDEQ:

- Vegetation will be sampled in the 19 sample plots noted on Figure M-1 (Monitoring Plan), with percent cover per species estimated. Monitoring will occur in both the wetland mitigation area (graded to an approximate elevation of 595 feet and seeded with the wetland seed mix) and wetland restoration area (water elevation will be lowered to 595 feet and where necessary excavated to 595). Seeding within the restoration area will occur only in the areas where excavation is necessary. Monitoring will not occur in areas below an elevation of 593.5 feet, due to the potential of deep standing water. Sample plot locations will be marked with a 6-foot high post. Herbaceous vegetation will be sampled in a 1-meter-square sample plot. The shrub and tree layer will be sampled in a 30-foot radius sample plot. Additional plant species will also be identified and recorded in a meander survey through the mitigation area.
- Extensive (0.01 acre or greater) open water areas, bare soil areas, areas dominated by invasive species, and areas without a predominance of wetland vegetation will be delineated and shown on a plan view map in the monitoring report.
- Sightings or evidence of wading birds, songbirds, waterfowl, amphibians, reptiles, animals, and other animal use (lodges, nests, tracks, scat, etc.) will be documented by number, type, date, and hour of the sighting or evidence.
- The mitigation areas will be inspected for oil, grease, man-made debris, and all other contaminants and the findings reported.
- The water clarity in the mitigation/restoration area will be described and evaluated as poor, fair, good, or excellent.
- The development of the mitigation/restoration area will be documented on a yearly basis from permanent photographic stations. The locations of the photographic stations are noted in Figure M-1.
- The number and type of habitat structures installed in the mitigation areas will be described and photographically documented.
- Inundation and saturation will be measured monthly by SCCDC staff from April through October. Two staff gauges will be installed at the locations noted on Figure M-1.

A written summary of data from previous monitoring periods will be provided and compared to data of the current monitoring year. The discussion will include a summary of changes or trends observed in the mitigation area based on data from all monitoring years.

EXHIBIT G

LONG-TERM MANAGEMENT PLAN KETTLEWELL BASIN MITIGATION WETLAND

PREPARED FOR:
ST. CLAIR COUNTY DRAIN COMMISSIONER
ST. CLAIR, MICHIGAN

MARCH 14, 2014
PROJECT NO. G120210W

INTRODUCTION

The St. Clair County Drain Commissioner's office (SCCDC) proposes to construct 10 acres of mitigation wetland and restore 10 acres of wetland in association with the Howe-Brandymore Drain, located in Section 17, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan. The mitigation wetlands will be constructed to satisfy requirements of an agreement between the Michigan Department of Environmental Quality (MDEQ) and the SCCDC. The SCCDC requested Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to prepare the Long-Term Management Plan in accordance with MDEQ standards. This plan addresses site maintenance and monitoring of wetland conditions. Additionally, the SCCDC will undertake corrective actions to maintain wetland conditions and repair site damage, as needed.

INSPECTION

SCCDC staff will routinely inspect the mitigation and restoration wetlands to assess for the presence of trash and invasive species. During these inspections, the SCCDC will also verify the presence and condition of the mitigation wetland's conservation easement signage and the condition of the mitigation wetland's water control structures (the Howe-Brandymore Drain overflow weir at the southwest end of the wetland complex and the outlet pipe at the southeast end of the wetland complex). In addition, the SCCDC will inspect the control structures after major storm events to ensure there is no damage, blockage, or impediment to flow in the vicinity of the structures.

Beginning 5 years after the wetlands have been approved as fully-functional by the MDEQ, the SCCDC will have the site inspected annually by a qualified individual and a brief report will be submitted to the MDEQ. The site will be inspected between July 15 and August 31; and will include an assessment of site hydrology, plant and animal communities, and the integrity of the water control structures. An annual

report will be submitted to the MDEQ by January 31 of the following year. The report will state whether there have been any significant changes to the site; if influences from adjacent properties are present; detail maintenance activities completed during the year and if wetland conditions persist at the site. The SCCDC will complete remedial actions that are necessary to maintain the site as a wetland.

The SCCDC will notify the MDEQ in writing of any alteration of or damage to the site, failure of structures, reduction in the size of the wetlands, or any other changes which would threaten the integrity of the mitigation and restoration wetlands. Notification will occur within 7 days of the identification of the problem.

ANNUAL MAINTENANCE

The SCCDC will complete routine maintenance, including trash removal and invasive species control. Significant issues associated with trash accumulation are not anticipated, due to the site's remote location. SCCDC staff will note trash and debris accumulation during routine site inspections and will remove these materials on an annual basis. Mechanized trash removal will require written approval of the MDEQ.

The SCCDC will inspect the mitigation/restoration wetland throughout the growing season to assess establishment of invasive species and will prescribe appropriate actions to suppress and remove species of concern. Acceptable control measures include hand removal, application of herbicides approved by the U.S. Environmental Protection Agency and the Michigan Department of Agriculture, and other methods approved by the MDEQ. These include mowing annual species (such as annual ragweed and great ragweed) to prevent seed production. Herbicides will be utilized after consultation and approval of the MDEQ, and obtainment of any applicable permits. Invasive species control measures will be conducted by SCCDC maintenance crews or a qualified contractor.

EXHIBIT H

PERFORMANCE STANDARDS

The following measurable performance standards have been established to determine if the wetland mitigation and restoration areas are progressing towards and achieving successful establishment. Inspections and annual reports that summarize all collected data will continue for a minimum of five years. The performance standards for determining whether the wetland mitigation/restoration requirements have been met include:

- Construction was completed in accordance with approved plans.
- At the end of the monitoring period, the mitigation wetland is characterized by the presence of water at a frequency and duration sufficient to support a predominance of wetland vegetation and wetland types specified in the Wetland Mitigation Plan.
- A layer of high-quality topsoil is present throughout the mitigation wetland area at a minimum thickness of 6 inches.
- The mitigation/restoration area is free of oil, grease, debris, and all other contaminants.
- Mean percent cover of native wetland species in the herbaceous layer at the end of the monitoring period is not less than 60 percent.
- Extensive areas of bare soil (i.e., greater than 0.01 acre/436 square feet in size) shall not exceed 5 percent of the mitigation/restoration wetland area.
- The minimum number of native wetland species within the mitigation/restoration wetland shall not be less than 15 species.
- Invasive species do not dominate the vegetation in any extensive area of the mitigation/restoration wetland, i.e., in an area greater than 0.01 acre/436 square feet in size. The cumulative area dominated by invasive species will not exceed 10 percent of the wetland complex (i.e. 2.0 acres).