

Robert W. Bonner, Settlor and Co-Trustee, and Hazel A. Bonner, Co-Trustee of the Robert W. Bonner Revocable Trust Agreement, dated October 13, 1978 and Restated March 23, 1988, of 800 Rogers Highway, Tecumseh, Michigan 49286  
 Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to enter upon the land hereinafter described and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution facilities consisting of one line of ~~lines~~, pole structures, poles, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across said land, including all public highways upon or adjacent to said land, which land is in the Township of Tecumseh, County of Lenawee and State of Michigan, and described as:

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 35, Township 5 South, Range 4 East, except the West 300 feet thereof.

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 885

Said line of ~~lines~~, pole structures or poles is to be located in, over and across said land on a center line described as:

Beginning at a point not more than 80 feet North of the South  $\frac{1}{8}$  line of Section 35, Township 5 South, Range 4 East, at a point not more than 1075 feet nor less than 1025 feet East of the West line of said Section 35, run thence South to a point not more than 900 feet nor less than 775 feet North of the East and West  $\frac{1}{4}$  line of Section 2, Township 6 South, Range 4 East, at a point not more than 150 feet East of the West  $\frac{1}{8}$  line of said Section 2.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standing or growing on the land of Grantor described in this easement within 40 feet on each side of the center line of said line of ~~lines~~, pole structures or poles, and (2) all trees in excess of 35 feet in height on the land of Grantor described in this easement within 80 feet on each side of the center line of said line of ~~lines~~, pole structures or poles. The complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.

Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 18 feet on each side of the center line of said line of ~~lines~~, pole structures or poles. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of said facilities.

Nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 5th day of April, 19 88

WITNESSES:

Howard R. Linnabary  
 Howard R. Linnabary  
Lorraine Woodbury  
 Lorraine Woodbury

Hazel A. Bonner  
 Hazel A. Bonner  
Robert W. Bonner  
 Robert W. Bonner

700  
 Consumers Power Co  
 Attn: Nancy P. Fisher

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF FLORIDA )  
 ) SS  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 5th day of April, 1988, by  
Hazel A. Bonner & Robert W. Bonner

Brenda A. Crum  
Brenda A. Crum, Notary Public  
PINELLAS County, Florida  
Acting in PINELLAS County, Florida  
My Commission Expires NOTARY PUBLIC, State of Florida  
My Commission Expires March 31, 1989

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_  
# \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_  
County, Michigan  
My Commission Expires \_\_\_\_\_

RETURN TO: LAND & R/W DEPT  
CONSUMERS POWER COMPANY  
ATT: N. P. FISHER  
JACKSON SERVICE CENTER  
1955 PARNALL ROAD  
JACKSON, MICHIGAN 49201

PREPARED BY N. P. FISHER  
CONSUMERS POWER COMPANY  
212 WEST MICHIGAN AVENUE  
JACKSON, MICHIGAN 49201

EASEMENT FOR ELECTRIC FACILITIES

File 88J-3116  
Parcel 3  
WO#12473.3

LIBER 1123 PAGE 429

004983

HAZEL A BONNER, 1405 Sauk Trail, Tecumseh, Michigan 49286

Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, the receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to enter upon the parcel of land hereinafter described and to lay, construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric ~~transmission and~~ distribution facilities consisting of underground cables, conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures, together with pads or other supports therefor, and other fixtures and appurtenances in, under, over and across a strip of land ten feet in width, together with lateral lines outside of said strip of land where hereinafter indicated, said strip of land being located within said parcel of land which is in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Tecumseh \_\_\_\_\_, County of \_\_\_\_\_ Lenawee \_\_\_\_\_ and State of Michigan, and described as:

The West 10 feet of the South 66.0 feet of Lot 59, Assessor's Plat No 6, according to the recorded plat thereof, being a part of the Southeast  $\frac{1}{4}$  of Section 34, T 5 S, R 4 E.

RECORDED  
REGISTER OF DEEDS  
1990 MAY -2 PM 4: 07  
LENAWEE COUNTY  
ADRIAN, MICH.

The \_\_\_\_\_ center \_\_\_\_\_ line of said strip of land is described as follows:

In a North and South direction within the land above-described.

Also conveying the right, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation or maintenance of said facilities. Grantor hereby agrees that no buildings or other structures will be placed over said facilities or within such proximity to said facilities as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said facilities. Grantor also agrees to maintain the ground surface elevation within four feet of any aboveground facility at a level within four inches of the level existing at the time of construction of said facility. Nonuse or a limited use of the easement herein granted shall not prevent Grantee from later making use of this easement to the full extent herein authorized.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 19th day of April, 1990.

WITNESSES:

Judith A. Beckwith  
Judith A. Beckwith  
Linda L. Castille  
Linda L. Castille

Hazel A. Bonner  
Hazel A. Bonner

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF LENAWEE )

The foregoing instrument was acknowledged before me this 19th day of April, 19 90, by  
Hazel A. Bonner

Linda L. Casteller  
Linda L. Casteller Notary Public  
Lenawee County, Michigan  
Acting in Lenawee County, Michigan  
My Commission Expires 9-8-93

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_,  
of \_\_\_\_\_,  
a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

REC'D JAN 07 2005

Lenawee Co., MI ROD  
Victoria J. Daniels  
OFFICIAL SEAL



L-2286 P-909



Register of Deeds, Lenawee Co. MI 50.00

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Page: 1 of 13  
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### CONSERVATION EASEMENT

**DATE:** December 9, 2004

**DONOR/OWNER:** Bon-Tec Development Company, LLC  
45650 Grand River Ave.  
Novi, MI 48376

**DONEE/CONSERVANCY:** Raisin Valley Land Trust  
1042 Sutton Road, Suite #3  
Adrian, MI 49221

**BACKGROUND:** The City of Tecumseh owns a parcel of land, and desires to sell such property to Bon-Tec Development Company, LLC, subject to this conservation easement in order to preserve and protect the significant natural resources on such property in perpetuity. Therefore, the Parties have agreed that, in conjunction with the sale of such property, this Conservation Easement will be entered into and properly recorded so that the significant natural resource area more specifically described and set forth on the attached Exhibit A shall be preserved and protected in perpetuity as set forth herein.

For Purposes of this Conservation Easement, the Purchaser referred to above, and all subsequent owners of the subject Property, will be referred to as the "Owner" throughout this Conservation Easement. The Donee will be referred to as the "Conservancy" throughout this Conservation Easement.

#### PROPERTY:

PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, T5S, R4E, CITY OF TECUMSEH, LENAWE COUNTY, MICHIGAN, AND ALSO THAT PART OF LOT 59 ACCESSOR'S PLAT #6, AS RECORDED IN LIBER 14, PAGE 15, LENAWE COUNTY RECORDS, BEING MORE Particularly DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT N88°13'53"W 2670.56 FEET AND N01°35'24"W 369.28 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE S88°24'36"S 245.15 FEET THENCE N57°41'01"W 47.49 FEET; THENCE N45°49'11"W 76.87 FEET; THENCE N72°08'46"W 37.09 FEET; THENCE N73°40'54"W 67.03 FEET; THENCE N59°17'42"W 71.52 FEET; THENCE S73°03'56"W 42.29 FEET; THENCE S81°08'53"W 248.89 FEET; THENCE S84°25'59"W 114.46 FEET; THENCE S45°40'44"W 178.04 FEET THENCE S19°44'37"W 92.76 FEET; THENCE S71°48'55"W 39.87 FEET; THENCE N87°44'44"W 249.85 FEET; THENCE N56°42'26"W 240.58 FEET; THENCE S25°34'48"W 93.96 THENCE S01°23'43"E 98.85 FEET; THENCE S63°00'00"W

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38.81 FEET; THENCE N00°00'00"E 106.10 FEET; THENCE N62°11'14"W 21.63 FEET; THENCE N01°23'43"W 74.50 FEET; THENCE N80°09'06"W 62.78 FEET; THENCE N00°36'28"E 337.13 FEET; THENCE N33°42'48"E 55.98 FEET; THENCE N48°14'24"E 57.57 FEET; THENCE N37°02'05"E 46.52 FEET; THENCE S40°48'52"E 59.69 FEET; THENCE S09°51'06"W 125.66 FEET; THENCE S69°30'47"E 83.49 FEET; THENCE N50°00'17"E 181.99 FEET THENCE N18°43'26"E 81.27 FEET; THENCE N18°44'28"W 104.24 FEET; THENCE N10°22'58"E 7419 FEET; THENCE N42°06'57"E 145.20 FEET; THENCE N23°23'52"W 79.37 FEET; THENCE S69°02'29"W 146.97 FEET; THENCE N23°10'05"W 10.07 FEET; THENCE N65°58'07"E 148.00 FEET; THENCE N40°31'57"W 121.66 FEET; THENCE N01°34'54"W 19.74 FEET; THENCE N88°25'06"E 1352.90 FEET; THENCE S01°35'24"E 968.26 FEET TO THE POINT OF BEGINNING. CONTAINING 31.952 ACRES.

**CONVEYANCE:** The Owner conveys and warrants to the Conservancy a perpetual Conservation Easement over the Property. The scope of this Conservation Easement is set forth in this agreement. This conveyance is a gift from the Donor to the Conservancy. Accordingly, the conveyance is exempt from Transfer Tax pursuant to MCL 207.505(a) and 207.526(a).

**THE OWNER AND THE CONSERVANCY AGREE TO THE FOLLOWING:**

1. PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE DONOR/OWNER AND THE CONSERVANCY.
  - A. This Conservation Easement assures that the Property will be perpetually preserved in its predominately natural, scenic, forested, and open space condition. The Purposes of this Conservation Easement are to protect the Property's natural resource and watershed values; to maintain and enhance biodiversity; to retain quality habitat for native plants and animals; and to maintain and enhance the natural features of the Property. An additional purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and for the conservation of natural areas and values including wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent that the Owner shall participate in the restoration and management activities on the easement area. Any uses of the Property that may impair or interfere with the Conservation Values are expressly prohibited.
  - B. The Donor is the Owner of the Property and is committed to preserving the Property's Conservation Values (listed in Section 2, subsections A through E). The Owner agrees to confine use of the Property to activities consistent with the Purposes of this Easement and the preservation of the Conservation Values.
  - C. As a qualified recipient of this Conservation Easement, the Conservancy is committed to preserving the Conservation Values of the Property and upholding the terms of this



Conservation Easement. The Conservancy protects natural habitats of fish, wildlife, plants, and the ecosystems that support them. The Conservancy also preserves open spaces, including farms and forests, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit.

2. CONSERVATION VALUES. The Property possesses natural, scenic, open space, biological, and ecological values of prominent importance to the Owner, the Conservancy, and the public. The Easement refers to these values as the "Conservation Values." The Conservation Values include the following:

A. Open Space and Scenic.

- 1) A scenic landscape and natural character that would be impaired by modification of the Property.
- 2) Relief from urban closeness.
- 3) Biological integrity of other land in the vicinity has been modified by intense urbanization, and the trend is expected to continue.

B. Public Policy.

- 1) The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52, "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety, and general welfare of the people. The legislature shall provide for the protection of the air, water, and other natural resources of the state from pollution, impairment, and destruction."
- 2) The Property is preserved pursuant to a clearly delineated federal, state, or local conservation policy and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:
  - a) Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 *et seq.*;
  - b) Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.35501 *et seq.*; (Legislative Findings § 324.35502);

Page 3 of 13



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Page: 3 of 13  
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Register of Deeds, Lapeer Co. EA 50.00

- c) Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Act - MCL §§ 324.30301 *et seq.*; (Legislative Findings MCL § 324.30302);
- d) Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, aka "Section 404" Clean Water Act.);
- e) Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.36101 *et seq.*;
- f) Soil Conservation, Erosion, and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.9101 *et seq.*; 324.9301 *et seq.*; (Legislative Policy § 324.9302);
- g) The Township of Tecumseh has designated this area as Environmental Residential Community in its current Comprehensive Plan.

C. Wildlife Values.

- 1) The Property is home to many species of wildlife as listed in the baseline study associated with this easement.
- 2) The Property provides vital corridor wetlands and upland wildlife habitats that serve as a connection for wildlife movement and create a natural "greenway."

D. Ecological/Habitat.

- 1) The Property contains significant natural habitat in which fish, wildlife, plants, or the ecosystems that support them, thrive in a natural state.
- 2) Wetlands, as described in Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 *et seq.*, identified as important natural resources for the people of the State of Michigan, are present on the Property.
- 3) The Property contains sustainable habitat for biodiverse vegetation, birds, and terrestrial animals.
- 4) A diversity of plant and animal life is found on the Property as listed in the baseline study associated with this easement.
- 5) The plant communities on the Property are in a relatively natural and undisturbed condition and support a full range of wildlife species found in various habitat types.



- 6) The Property contains natural wetland areas that provide habitat for aquatic invertebrates, reptiles, amphibians, and aquatic and/or emergent vegetation.
- 7) Valued native forestland exists on the Property, which includes diverse native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs.

E. Watershed Protection.

- 1) The Property provides important natural land within the watershed of the River Raisin. Protection of the Property in its natural and open space condition helps to ensure the quality and quantity of water resources for the Tecumseh area.
- 2) The Property is noteworthy for the combination of open water (pond) and extensive adjacent wetlands.

3. **BASELINE DOCUMENTATION.** Specific Conservation Values of the Property have been documented in a natural resource inventory signed by the Owner and the Conservancy. This "Baseline Documentation Report" consists of maps, a depiction of all existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features, and photographs. The parties acknowledge that this natural resources inventory, the Baseline Documentation Report, is an accurate representation of the Property at the time of this donation.

4. **PROHIBITED ACTIONS.** Any activity on, or use of, the Property which is inconsistent with the Purposes of this Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:

- A. **Division.** Any division or subdivision of the Property, without the express written approval of the Conservancy, is prohibited.
- B. **Commercial Activities.** Any commercial activity on the Property is prohibited, except as associated with permitted activities as specified in Section 5 below.
- C. **Industrial Activities.** Any industrial activity on the Property is prohibited.
- D. **Construction.** The placement or construction of any human-made modification such as, but not limited to, structures, buildings, fences, roads, and parking lots is prohibited, except as specified in Section 5 below.



- E. Cutting Vegetation. Any cutting of trees or vegetation, including pruning or trimming, is prohibited, except for the cutting or removal of trees or vegetation that pose a threat to human life or property.
- F. Land Surface Alteration. Any mining or alteration of the surface of the land is prohibited, including any substance that must be quarried or removed by methods that will consume or deplete the surface estate, including, but not limited to, the removal of topsoil, sand, gravel, rock, and peat. In addition, exploring for, developing, and extracting oil, gas, hydrocarbons, or petroleum products are all prohibited activities.
- G. Dumping. Waste and unsightly or offensive material is not allowed and may not be accumulated on the Property.
- H. Water Courses. Natural water courses, lakes, wetlands, or other bodies of water may not be altered, except as allowed under the DEQ-approved stormwater discharge plan for three stormwater outlet structures as applied for in DEQ permit application 04-46-0044-P. As referred to in paragraph 4D above, no additional structures are to be constructed on the Property, including detention basins or any other structure associated with stormwater discharge.
- I. Off-Road Recreational Vehicles. Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles may not be operated on the Property.
- J. Signs and Billboards. Billboards are prohibited. Signs are prohibited, except the following signs may be displayed to state:
- 1) The name and address of the property or the Owner's name.
  - 2) The area is protected by a conservation easement.
  - 3) Prohibition of any unauthorized entry or use.
  - 4) An advertisement for the sale or rent of the Property.
5. PERMITTED USES. The Owner retains all ownership rights that are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:
- A. Walking Path. The Owner retains the right to construct a wood-chip walking path or a wooden plank walking path on the Property. Prior to beginning construction, the Owner will provide a written plan to the Conservancy for the Conservancy's review and approval. Such approval shall not be unreasonably withheld. If approved by the Conservancy, Owner shall obtain the appropriate permit from the DEQ, if required.

B. Right to Convey. The Owner retains the right to sell, mortgage, bequeath, or donate the Property. Any conveyance will remain subject to the terms of the Conservation Easement and the subsequent Owner will be bound by all obligations in this agreement.

6. RIGHTS OF THE CONSERVANCY. The Owner confers the following rights upon the Conservancy to perpetually maintain the Conservation Values of the Property:

A. Right to Enter. The Conservancy has the right to enter the Property at reasonable times to monitor the Conservation Easement Property. Furthermore, the Conservancy has the right to enter the Property at reasonable times to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. The Conservancy may not, however, unreasonably interfere with the Owner's use and quiet enjoyment of the Property. The Conservancy has no right to permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.

B. Right to Preserve. The Conservancy has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.

C. Right to Require Restoration. The Conservancy has the right to require the Owner to restore the areas or features of the Property that are damaged by any activity inconsistent with this Conservation Easement.

D. Signs. The Conservancy has the right to place signs on the Property that identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Owner's approval.

E. Management Activities. The Conservancy shall be permitted the right to enter the easement area to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The Conservancy shall obtain the Owner's or successor's advance permission prior to entering the easement area, and the Conservancy shall conduct management activities in accordance with a mutually agreed upon management plan. The Conservancy is not obligated to engage in management activities, but may do so if it satisfies the above conditions. Management activities include, but are not limited to, invasive plant species removal and planting of native plant species.

F. Easement Management. The Conservancy may delegate all or part of the management, monitoring, or enforcement responsibilities under this easement to any entity authorized by law that the Conservancy determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated



management, monitoring or enforcement responsibilities for this easement.

7. CONSERVANCY'S REMEDIES. This section addresses cumulative remedies of the Conservancy and limitations on these remedies.

A. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of the Conservancy's right to eventually enforce the terms of this Conservation Easement.

B. Acts Beyond Owner's Control. The Conservancy may not bring an action against the Owner for modifications to the Property resulting from causes beyond the Owner's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or even an Owner's well-intentioned action in response to an emergency resulting in changes to the Property. The Owner has no responsibility under this Conservation Easement for such unintended modifications.

C. Notice and Demand. If the Conservancy determines that the Owner is in violation of this Conservation Easement, or that a violation is threatened, the Conservancy shall provide written notice to the Owner. The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property.

However, if at any time the Conservancy determines, at its sole discretion, that the violation constitutes immediate and irreparable harm, no written notice is required. The Conservancy may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property.

If the Conservancy determines that this Conservation Easement is, or is expected to be, violated, and the Conservancy's good-faith and reasonable efforts to notify the Owner are unsuccessful, the Conservancy may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values without prior notice and without awaiting the Owner's opportunity to cure. The Owner agrees to reimburse all reasonable costs associated with this effort.

D. Failure to Act. If, within 28 days after written notice, the Owner does not implement corrective measures requested by the Conservancy, the Conservancy may bring an action in law or in equity to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, or if an Owner is unable to be notified, the Conservancy may invoke these same remedies without notification and/or awaiting the expiration of the 28-day period.

The Conservancy is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Owner to restore the Property.

If the court determines that the Owner has failed to comply with this Conservation Easement, the Owner shall also reimburse the Conservancy for all reasonable litigation



costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Conservancy.

- E. Unreasonable Litigation. If the Conservancy initiates litigation against the Owner to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Conservancy to reimburse the Owner's reasonable costs and reasonable attorney's fees in defending the action.
  - F. Actual or Threatened Non-Compliance. The Conservancy's rights under the Conservancy's Remedies Section apply equally in the event of either actual or threatened violations of the terms of this Easement. The Owner agrees that the Conservancy's claim for money damages for any violation of the terms of this Easement is inadequate. The Conservancy shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. The Conservancy's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damages to the Conservation Values.
  - G. Cumulative Remedies. The preceding remedies of the Conservancy are cumulative. Any, or all, of the remedies may be invoked by the Conservancy if there is an actual or threatened violation of this Conservation Easement.
8. NOTIFICATION PROVISION. The Conservancy is entitled to 60 days written notice whenever its approval is required under this Conservation Easement. If the Conservancy fails to respond within 60 days after it receives the written request, then its approval shall be deemed given. This implied approval shall not extend to any activity contrary to this Conservation Easement or impairing a Conservation Value. The Conservancy's approval shall continue for three years. If the approved activity is not completed within three years after the approval date, then the Owner must re-submit the written application to the Conservancy.
9. CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.
- A. This Conservation Easement is created pursuant to the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act (NREPA) - MCL §§ 324.2140 *et seq.*
  - B. This Conservation Easement is established for conservation purposes pursuant to the Internal Revenue Code, as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. § 1.170A-14 *et seq.*, as amended.
  - C. The Conservancy is qualified to hold conservation easements pursuant to the statutes in

subsections A and B above. The Conservancy is a publicly funded, non-profit 501(c)(3) organization.

10. **OWNERSHIP COSTS AND LIABILITIES.** In accepting this Conservation Easement, the Conservancy shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property. The Conservancy's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act. The Conservancy, its members, trustees or directors, officers, employees, and agents have no liability arising from injury or death to any person or physical damage to any property on the Property. The Owner agrees to defend the Conservancy against such claims arising during the term of the Owner's ownership of the Property.
11. **HAZARDOUS MATERIALS.** The Owner warrants that Owner has no knowledge of a release of hazardous substances or hazardous wastes on the Property. The Owner agrees to protect and defend the Conservancy against any claims of hazardous materials contamination on the Property.
12. **CESSATION OF EXISTENCE.** If the Conservancy shall cease to exist, or if it fails to be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3), or if the Conservancy is no longer authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another entity. The new entity shall be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3). The Conservancy's rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.
13. **TERMINATION.** This Conservation Easement may be extinguished only by an unexpected change in condition rendering it impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain.
  - A. **Unexpected Change in Conditions.** If subsequent circumstances render the Purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The Conservancy will then be entitled to compensation in accordance with the provisions of IRC Treasury Regulations Section 1.170A-14(g)(6)(ii).
  - B. **Eminent Domain.** If the Property is taken, in whole or in part, by power of eminent domain, then the Conservancy will be entitled to compensation by the method as is set forth in IRC Treasury Regulations Section 1.170A-14(g)(6)(ii).
14. **LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the



Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Code MCL 324.2140 *et seq.*

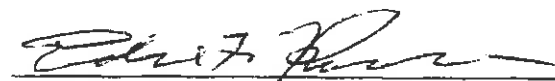
15. NOTICES. For purposes of this agreement, notices may be provided to either party by personal delivery or by mailing a written notice to the party (at the last known address of a party) by First Class mail.
16. SEVERABILITY. If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
17. SUCCESSORS. This Conservation Easement is binding upon, and inures to the benefit of, the Owner's and the Conservancy's successors in interest. All subsequent owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the Owner. The Owner and the Conservancy acknowledge that the Owner intends to develop the properties around the Conservation Easement as one or more condominium developments. The Owner shall transfer ownership of the property subject to this Conservation Easement to one or more condominium associations. The property encompassing the Conservation Easement will become what is generally understood as Common Areas of one or more of the condominium developments. At the time of the transfer, the condominium homeowner's association shall be obligated within one or more master deeds to become the responsible party as the Owner under the terms of this Conservation Easement. At the time of such transfer, Bon-Tec Development Company, LLC shall have no further liabilities or obligations under the terms of this Conservation Easement.
18. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.
19. MICHIGAN LAW. This Conservation Easement will be construed in accordance with Michigan Law.
20. ENTIRE AGREEMENT. This Conservation Easement sets forth the entire agreement of the parties. This Conservation Easement is intended to supersede all prior discussions or understandings.

TWO WITNESSES:

OWNER:

Bon-Tec Development Company, LLC

  
Printed Name: LAURA CATERINA

  
Printed Name: Edward F. Kricwell  
Partner

Page 11 of 13

~~REC'D JUN 28 2006~~  
REC'D AUG 10 2006

Lenawee Co., MI ROD  
Victoria J. Daniels  
OFFICIAL SEAL



L-2328 P-746



5074388  
Page: 1 of 3  
08/10/2006 12:50P  
L-2328 P-746

Register of Deeds, Lenawee Co. EA 20.00

(Do Not Type Above This Line—For Recording Purposes Only)

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into this 21st day of February, 2006, by Bonner Hills Building Co. LLC, hereinafter referred to as "Grantor," whose address is 28135 Groesbeck Highway, Roseville, MI 48066, and Comcast of California/Connecticut/Michigan, its successors and assigns, hereinafter referred to as "Grantee," whose address is 3500 Patterson Ave, SE, Grand Rapids, MI 49512.

Grantor and Grantee are parties to a certain Owner Installed Service Agreement dated February 21, 2006 pursuant to which Grantee provides certain broadband communications services to the Premises.

In consideration of One Dollar (\$1.00), Grantor, owner of the Property described below, hereby grants to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property"), commonly known as Bonner Hills, located in the City of Tecumseh, County of Lenawee, State of Michigan, described as follows:

286346-70ACU

#### See Attached Exhibit A—Legal Description

Grantor agrees for itself and its heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

Michigan (Rev. 9/28/05)

20<sup>00</sup> CSC  
Ste 2320  
33 N. LaSalle Street  
Chicago, IL 60602

Subj. matter  
Acct. #



This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Property.

IN WITNESS WHEREOF, this Grant of Easement has been executed as of the day and year first above written.

GRANTOR:  
Bonner Hills Building Co. LLC

By: [Signature]  
Name: Roger Ianucci  
Title: Vice President

**ACKNOWLEDGEMENT OF GRANTOR**

STATE OF Michigan )  
 ) ss.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me, a Notary Public, this 6th day of March, 2006, by Roger Ianucci, VP, of Bonner Hills Building, on behalf of the (corporation). He/she is (personally known to me) or (has presented [type of identification] as identification) and did/did not take an oath.

Witness my hand and official seal.

William J. Baker  
William J. Baker Notary Public Oakland, MI  
My Commission Expires: 11/15/07  
Acting in Oakland County

<p><i>When Recorded, Return To:</i> <b>Steve Buck</b> <b>Comcast</b> <b>3500 Patterson Ave SE</b> <b>Grand Rapids, MI 49512</b></p> <p>Parcel Number:</p> <p>Real Estate Transfer Tax Exemptions: MCLA 207.526(6)(a); MCLA 207.505(a)</p>	<p>Drafted By: Same as when recorded</p>
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EXHIBIT A

Legal Description

1. Legal Description. The legal description of the real property which is dedicated as **BONNER HILLS VILLAS** established by this Master Deed is as follows:

A PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, T.5S., R.4E., CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN, AND ALSO THAT PART OF LOT 59, ASSESSOR'S PLAT NO. 8 AS RECORDED IN LIBER 14 PAGE 15 LENAWEE COUNTY

RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 35; THENCE S88°04'17"W 407.60' ALONG THE SOUTH LINE OF LOT 59 OF ASSESSOR'S PLAT NO. 6; THENCE N01°12'43"W 66.00 FEET ALONG THE EASTERLY ROW LINE OF ROGERS HIGHWAY; THENCE N88°04'17"E 407.39 FEET; THENCE N01°23'43" 874.45 FEET ; THENCE S88°04'17"W 300.88 FEET TO THE WESTERLY LINE OF SAID LOT 59 BEING THE EASTERLY ROW LINE OF ROGERS HIGHWAY; THENCE N40°38'17"E 364.12 FEET ALONG SAID ROW LINE TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID ROW LINE AND ON THE ARC OF A CURVE TO THE LEFT, 152.84 FEET, SAID CURVE HAVING A RADIUS OF 351.30 FEET, CENTRAL ANGLE OF 24°55'37" AND A CHORD BEARING AND DISTANCE OF N28°08'28"E, 151.83 FEET; THENCE N88°33'47"E 282.31 FEET TO THE EAST LINE OF SAID LOT 59; THENCE N01°23'41"W 6.88 FEET ALONG THE EAST LINE OF SAID LOT 59 TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE ALONG SAID NORTH LINE N88°25'08"E 701.39 FEET; THENCE S38°46'53"W 48.62 FEET; THENCE S30°05'19"W 81.20 FEET; THENCE S01°27'13"E 279.73 FEET; THENCE S63°41'07"E 124.39 FEET; THENCE S58°58'13"E 50.21 FEET; THENCE S37°15'32"W 48.48 FEET; THENCE S48°14'24"W 57.57 FEET; THENCE S33°42'48"W 55.98 FEET; THENCE S00°36'28"W 337.13 FEET; THENCE N80°09'06"W 17.71 FEET; THENCE S03°14'28"W 102.29 FEET; THENCE S01°48'43"E 127.37 FEET; THENCE S09°43'48"E 50.60 FEET; THENCE S01°24'02"E 140.19 FEET TO THE SOUTH LINE OF SECTION 35; THENCE ALONG THE SOUTH LINE OF SECTION 35; THENCE N 88°13'53"E 946.02 FEET TO THE POINT OF BEGINNING. CONTAINING 31.32 ACRES.

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Page: 3 of 3  
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L-2328 P-746  
Register of Deeds, Lenawee Co. MI 29.00

RCVD and 1102 JUN 10 '13 LENAWE  
RCVD and 1013 JUN 26 '13 LENAWE  
RCVD and 1040 JUL 2 '13 LENAWE

LIBER 2671 PAGE 0665 1 of 6  
STATE OF MICHIGAN - LENAWE COUNTY  
RECORDED 07/02/2013 12:54:54 PM EA  
Candice S. Baker, REGISTER OF DEEDS \$28.00



**ACCESS EASEMENT**

This ACCESS EASEMENT (the "Access Easement") is made as of the 16<sup>th</sup> day of February 2013, by and between the Grantor, Bonner Hills Building Co., LLC, a Michigan limited liability company, whose address is 28135 Greatrock Hwy, Roseville, MI 48065 and the Grantee, Michigan Department of Environmental Quality, an agency of the State of Michigan ("MDEQ"), whose mailing address is Constitution Hall, 1<sup>st</sup> Floor South, P.O. Box 30450, Lansing, MI 48909-7950, and whose street address is 525 West Allegan Street, Lansing, MI 48933.

**RECITALS**

- A. Bonner Hills Building Co., LLC is the sole owner of certain real property located in the City of Tecumseh, County of Lenawee, Michigan, which is legally described on Exhibit A attached hereto and made a part hereof (the "Easement Site").
- B. Bonner Hills Building Co., LLC warrants that it has good and sufficient title to properties described in Exhibit(s) A sufficient to convey this Access Easement and is authorized to do so through its President, whose signature appears below.
- C. Bonner Hills Building Co., LLC grants this Access Easement to MDEQ to set forth the terms and conditions of access by MDEQ and its successors to the Conservation Areas from roadways which may now exist or in the future be located on the land described on Exhibit A, with the Access Easement legally described and depicted on Exhibit B.

**NOW THEREFORE:**

- 1. **Access Easement - Conservation Area.** Grantor does hereby create, declare, grant and convey to MDEQ, a perpetual non-exclusive 6-foot wide Access Easement on, over, across and through the real property described in Exhibit A and depicted on Exhibit B in order to permit DEQ and its successors, agents and employees (when acting within the scope of their MDEQ duties) access for ingress and egress to the Conservation Areas therein depicted and shown on Exhibit C-1, provided that the granting of the above easement does not vest in the Grantee authority to use any portion of land for purposes other than herein designated.
- 2. **Access Easement.** The easements and obligations created pursuant to this Access Easement shall run with the land, shall inure to the benefit of MDEQ, and shall be binding in perpetuity upon all owners of those portions of the Easement Site that are subject to any obligations as provided herein, and their respective successors, assigns, grantees, and mortgagees, including, without limitation, any person or entity who may in the future become a fee title owner of all or any portion of the Easement Site, and all persons claiming by, through or under them.
- 3. **Amendments.** This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the MDEQ and the fee title owner(s) of those portions of the Easement Site subject to the Access Easement that are affected by the modification, amendment or termination.
- 4. **Governing Law.** This Access Easement shall be construed in accordance with and governed by the laws of the State of Michigan.
- 5. **Recording Effect.** Grantor, or Grantor's successors and assigns of the Easement Site, shall indicate the existence of the Access Easement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Site.

CONSIDERATION: One and 00/100 (\$1.00)

Lucas Law

7577 US 12 Ste A

Directed mail

2900

IN WITNESS WHEREOF, the said Grantor has hereunto set their hands and seals the day and year first above written.

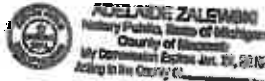
Grantor: Bonner Hills Building Co., LLC

By: [Signature]  
Quirino DeAlessandro  
Its: President  
(title)

STATE OF MICHIGAN )  
COUNTY OF Macomb ) SS

Acknowledged before me in Macomb County, Michigan  
on 2-6-13 by Quirino DeAlessandro President  
of Bonner Hills Building Co., LLC, a Michigan limited liability company, for the company.

[Signature]  
Notary Public, Macomb County, Michigan  
My Commission Expires: 1-29-14



**INSTRUMENT DRAFTED BY:**  
Robert D.C. Taylor  
Wade Trim  
25251 Northline Road  
Taylor, Michigan 48180

**WHEN RECORDED RETURN TO:**  
Michigan Department of Environmental Quality  
Land and Water Management Division  
Constitution Hall, 1<sup>st</sup> Floor South  
P.O. Box 30456  
Lansing, Michigan 48907-7956

This instrument is exempt from transfer tax pursuant to MCL 207.526(a)



LIBER 2474 PAGE 0600 3 of 6

**EXHIBIT "A"**

**PROPERTY LEGALS**

**LEGAL DESCRIPTION: THE PONDS OF BONNER HILLS**

PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, T.5S., R.4E., CITY OF TECUMSEH, LENAWEЕ COUNTY, MICHIGAN, AND ALSO THAT PART OF LOT 50 OF "ASSESSOR'S PLAT NO.8" AS RECORDED IN LIBER 14 OF PLATS, PAGE 15 LENAWEЕ COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S88°04'17"W 407.80 FEET ALONG THE SOUTH LINE OF LOT 50 OF "ASSESSOR'S PLAT NO.8", THENCE N01°12'43"W 80.00 FEET ALONG THE EASTERLY R.O.W. LINE OF ROGERS HIGHWAY; THENCE N88°04'17"E 407.39 FEET; THENCE N01°23'03"W 874.45 FEET; THENCE N83°04'17"E 215.88 FEET; THENCE S84°24'40"E, 61.88 FEET; THENCE N83°50'18"E, 108.88 FEET; THENCE N80°35'35"E, 128.57 FEET; THENCE N76°04'11"E, 138.63 FEET; THENCE N05°17'50"E, 170.34 FEET; THENCE S41°28'23"E, 73.24 FEET; THENCE N88°32'47"E, 123.33 FEET; THENCE S01°27'13"E, 102.54 FEET; THENCE S83°41'07"E, 124.38 FEET; THENCE S58°58'13"E, 50.21 FEET; THENCE S37°15'32"W, 48.48 FEET; THENCE S48°14'24"W, 34.48 FEET; THENCE S01°27'02"E, 813.33 FEET TO THE SOUTH LINE OF SAID SECTION 35; THENCE S88°13'53"W ALONG SAID SOUTH LINE, 1025.04 FEET TO THE POINT OF BEGINNING. CONTAINING 24.77 ACRES.

(SOURCE: LEGAL DESCRIPTION FOUND ON SHIT. 1 OF 2, SITE PLAN DATED 6/1/12, LAST REVISED 10/29/12, FURNISHED BY JCI)

**LEGAL DESCRIPTION: BONNER HILLS ESTATES**

PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, T.5S., R.4E., CITY OF TECUMSEH, LENAWEЕ COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 35 SAID POINT BEING N88°13'53"E, 843.02 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE N01°24'02"W, 813.27 FEET; THENCE N48°14'24"E, 34.39 FEET; THENCE N37°15'32"E, 48.48 FEET; THENCE N50°50'13"W, 50.21 FEET; THENCE N83°41'07"W, 124.38 FEET; THENCE N01°27'13"W, 102.54 FEET; THENCE N01°27'13"W, 177.19 FEET; THENCE N30°05'18"E, 81.20 FEET; THENCE N30°48'53"E, 48.32 FEET TO THE NORTH LINE OF SAID SECTION 35; THENCE N08°25'08"E ALONG SAID NORTH LINE, 1684.74 FEET TO THE N-S 1/4 LINE OF SAID SECTION 35; THENCE S01°38'24"E ALONG SAID N-S 1/4 LINE, 1337.54 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 35, 1724.54 FEET TO THE POINT OF BEGINNING. CONTAINING 51.33 ACRES.

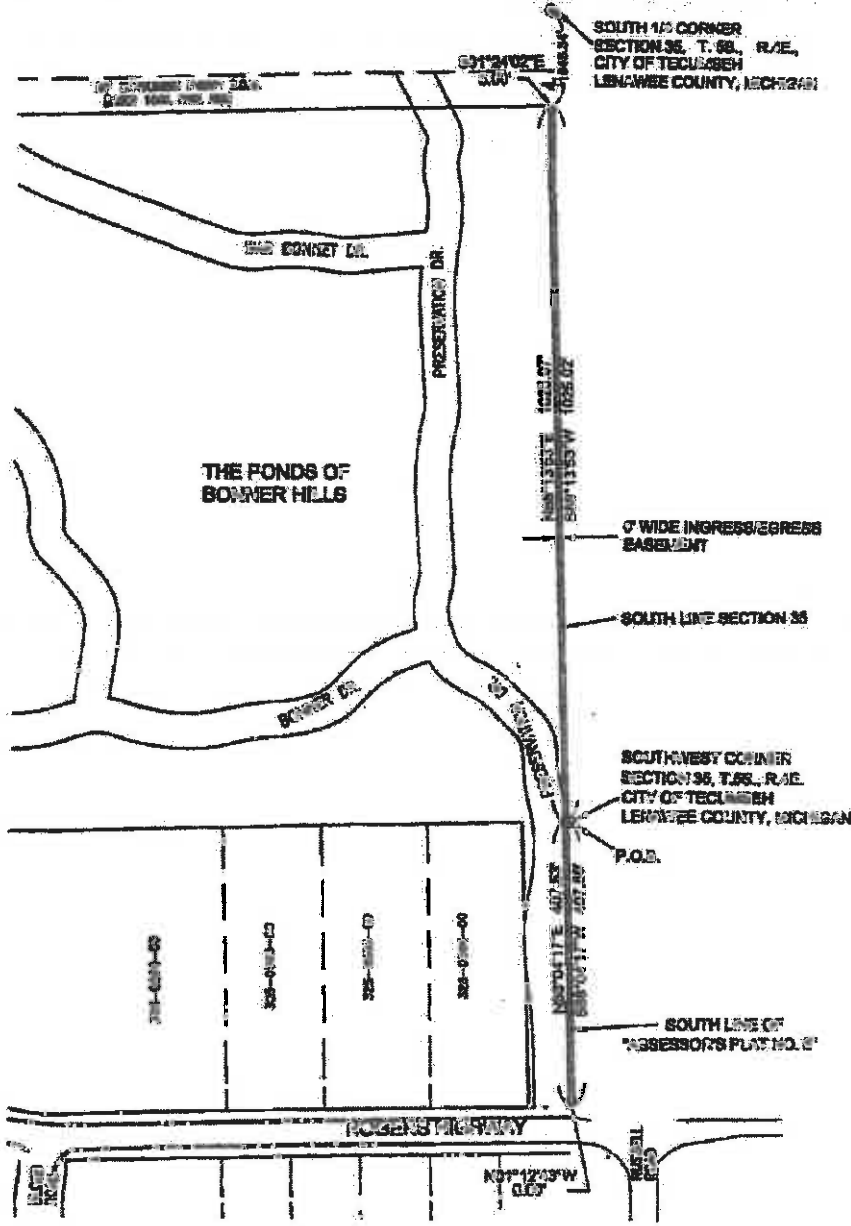
(SOURCE: LEGAL DESCRIPTION FOUND ON SHIT. 2 OF 2, SITE PLAN DATED 6/1/12, FURNISHED BY JCI)

  
LIBER 2471 PAGE 0593 3 of 8

Revised 1-30-13

EXHIBIT "B"

LIBER 2471 PAGE 0896 4 of 6



A 6.00' WIDE INGRESS/EGRESS EASEMENT, BEING PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, T. 55., R. 1E., CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN, AND ALSO THAT PART OF LOT 50 OF "ASSESSOR'S PLAT NO. 8", AS RECORDED IN LIBER 14 OF PLATS, PAGE 15 LENAWEE COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE S88°04'17"W, 407.80 FEET ALONG THE SOUTH LINE OF LOT 59 OF SAID "ASSESSOR'S PLAT NO. 8" TO THE EASTERLY P.O.W. LINE OF ROGERS HIGHWAY; THENCE N01°12'43"W, 8.00 FEET ALONG SAID EASTERLY LINE; THENCE N88°04'17"E, 407.53 FEET; THENCE N88°13'03"E, 1025.07 FEET; THENCE S01°24'02"E, 6.00 FEET TO THE SOUTH LINE OF SAID SECTION 35; THENCE S87°13'53"W, 1025.02 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

THE PONDS OF  
BONNER HILLS  
TECUMSEH, MI

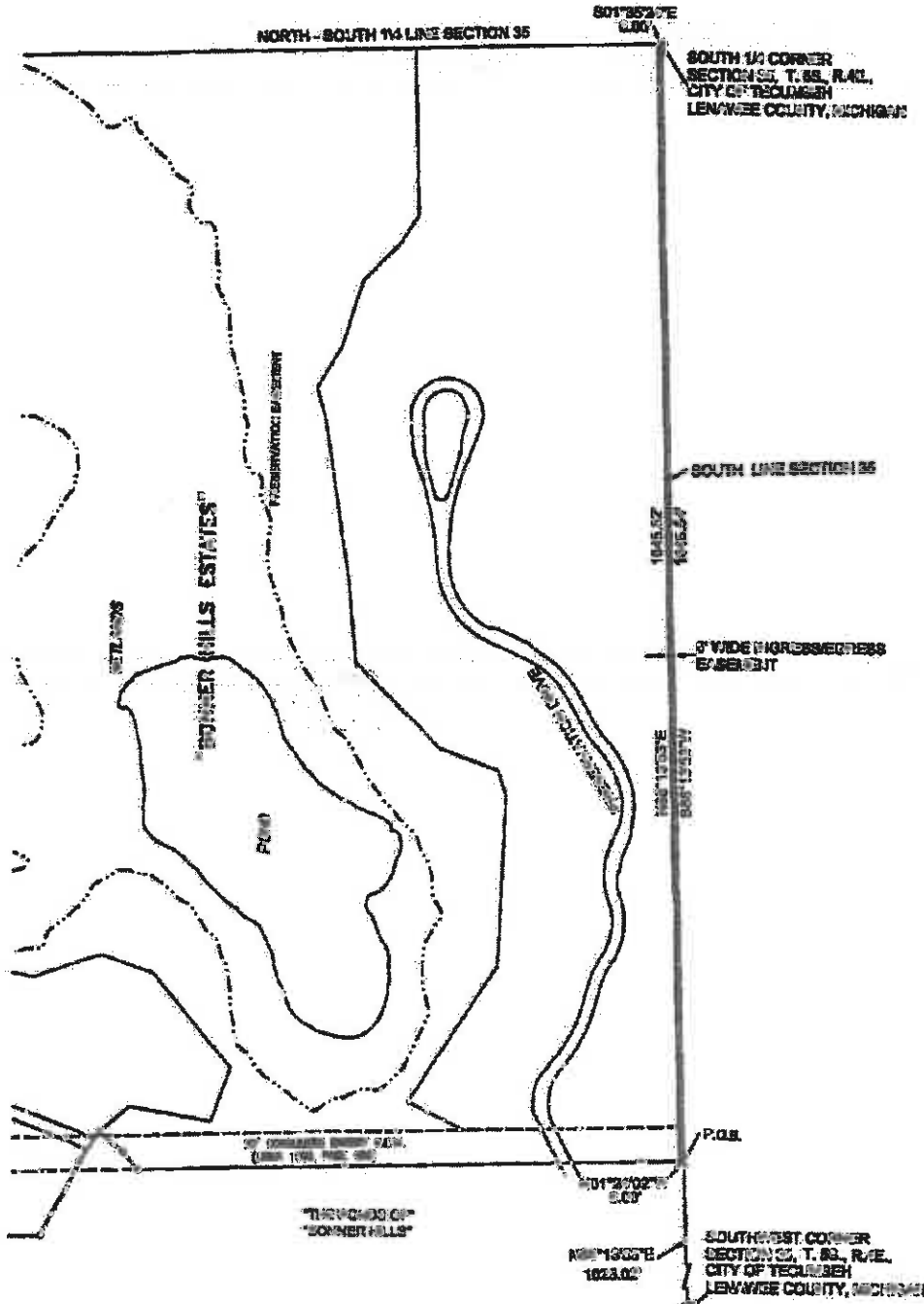
INGRESS/EGRESS  
EASEMENT

DATE	RECORD NO.



815 RICHARDSON RD  
CLINTON  
COMMERCIAL BLDG. #1, 42500  
PO BOX 204-018-200  
PAC 345-611-1800

EXHIBIT "B"



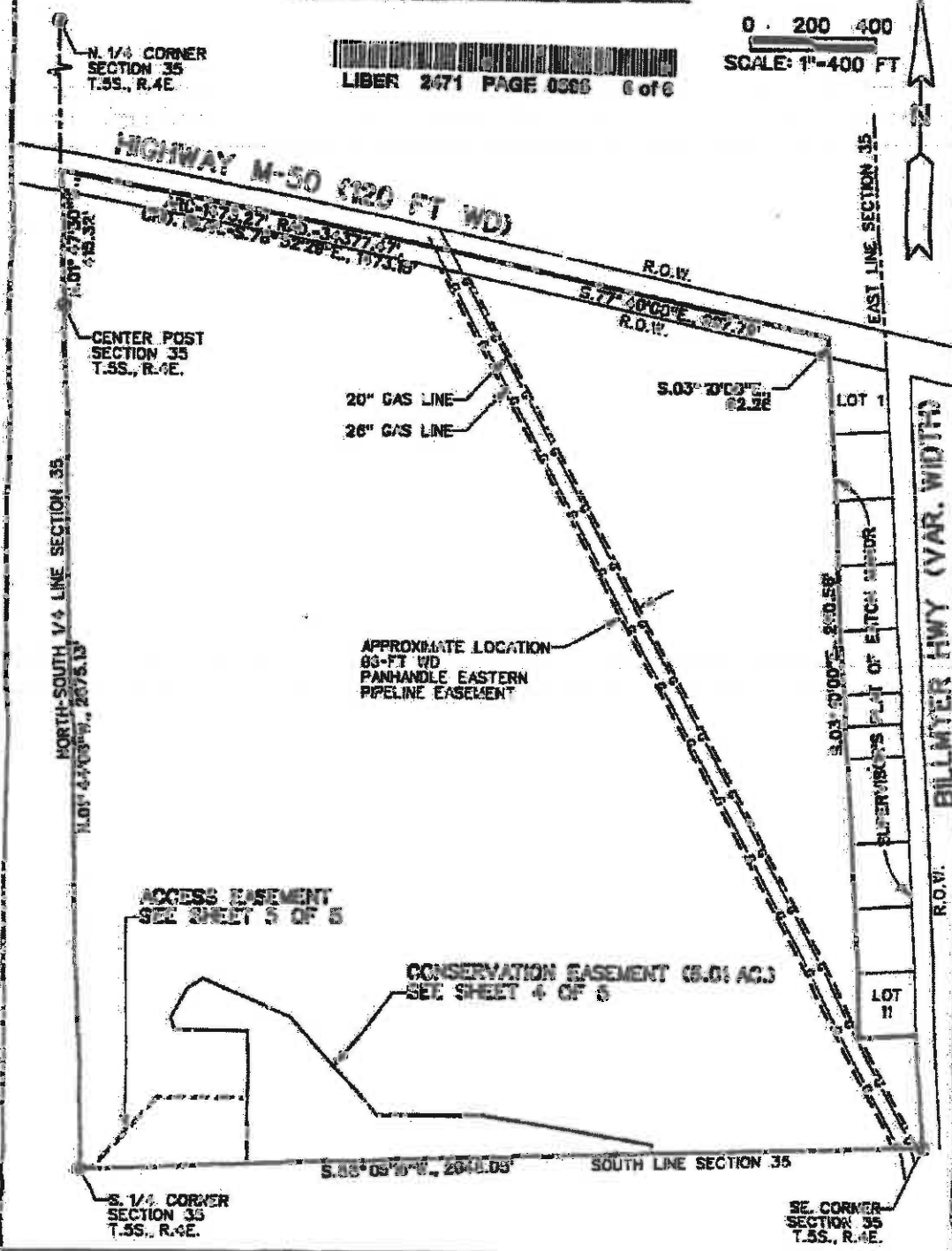
A 6.00' WIDE INGRESS/EGRESS EASEMENT, BEING PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, T. 85, R. 4E, CITY OF TECUMSEH, LENAWEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 35, SAID POINT BEING N88°13'53"E, 1026.02 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE N01°21'02"W, 6.00 FEET; THENCE N80°13'53"E, 1045.52 FEET TO THE N-S 1/4 LINE OF SAID SECTION 35; THENCE 901°35'24"E, ALONG SAID N-S 1/4 LINE, 6.00 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 35; THENCE S80°13'53"W, ALONG THE SOUTH LINE OF SAID SECTION 35, 1045.54 FEET TO THE POINT OF BEGINNING.

<p>PLAT NO. 1500          DATE 08/22/2012          BY J.E.K.          1507</p>	<p><b>BONNER HILLS ESTATES</b>          TECUMSEH, MI.</p>	<p><b>INGRESS/EGRESS EASEMENT</b></p>	<table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>							<p><b>JEK</b>          6910 FERRISBLVD ROAD          SUITE 100          CORNING, MI, 49801          PHONE: 269-939-0911          FAX: 269-939-4944</p>

**EXHIBIT "C-1"**  
**SURVEY - PROPERTY & EASEMENT PREMISES**


0 200 400  
 SCALE: 1"=400 FT

  
 LIBER 2471 PAGE 0305 6 of 6



BOOK #:	PAGE #:	SEC. 35	T.5S.	R.4E.
DRAWN BY: RUCI	COMPUTED BY:	JOB #:	TECID10-01T	
CHECKED BY:	SURVEYED BY:	SHEET: 3	OF 5	

FOR:  
 TECUMSEH BUSINESS &  
 TECHNOLOGY PARK  
  
 CONSERVATION  
 EASEMENT

  
 26251 Woodbine Rd., PO Box 10  
 Taylor, MI 48180  
 TEL: 734.297.0000 FAX: 734.297.2700  
 www.wadetrimgroup.com

© Wade Trim Group, Inc.



RCVD AM10:55 JUL21 '17 LENAWE

RCVD AM11:24 JUL31 '17 LENAWE

LIBER 2549 PAGE 0314 1 of 6

STATE OF MICHIGAN - LENAWE COUNTY  
RECORDED 07/31/2017 03:34:35 PM EA  
Carolyn S. Bator - REGISTER OF DEEDS

\$30.00



**EASEMENT FOR ELECTRIC FACILITIES**

SAP# 1039586318  
Design# 10807426  
Agreement# MI00000029614

Desano Properties, LLC, a Michigan Limited Liability Company and Bon-Tec Development, LLC, a Michigan Limited Liability Company, at 28135 Groesbeck Hwy. Roseville, MI 48066. (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Tecumseh, County of Lenawee, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

**Additional Work Space:** In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

**Access:** Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

**Trees and Other Vegetation:** Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

**Buildings/Structures:** Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or

*Handwritten signature: G.P.P. onr*

man-made, without the express authorization of Consumers, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

**Ground Elevation:** Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

**Exercise of Easement:** Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

**Ownership:** Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

**Successors:** This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

**Counterparts:** This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: 7/6/17

Owner: Desano Properties, LLC, a Michigan Limited Liability Company

*Handwritten signature of Mark T. Madden*

By: Mark Madden  
Its: Member

LIBER 2549 PAGE 0314 2 of 6

Mark T. Madden

**Acknowledgment**

The foregoing instrument was acknowledged before me in Macomb County, Michigan,

on 7-6-2017 Date by Mark Madden, Member of Desano Properties, LLC, a Michigan Limited Liability Company

Liability Company on behalf of the Company. *[Signature]*



*Adelaide Zalewski*  
Notary Public  
Macomb County, Michigan


Acting in \_\_\_\_\_ County  
My Commission expires: 1-23-2018

Prepared By: Cristi Banks 06/30/2017  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

After recording, return to:  
Carrie Main, EP7-471  
Business Services  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

Date: 7/6/17

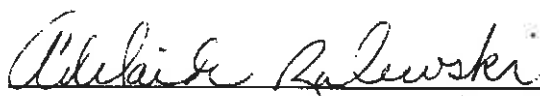
Owner: Bon-Tec Development Company, LLC,  
a Michigan Limited Liability Company

  
By: Quirino D'Alessandro  
Its: Member

Quirino D'Alessandro

**Acknowledgment**

The foregoing instrument was acknowledged before me in Macomb County, Michigan,  
on 7-6-2017 by Quirino D'Alessandro of Bon-Tec Development Company, LLC, a  
Date #ITS Member  
Michigan Limited Liability Company on behalf of the Company.

  
Notary Public



**ADELAIDE ZALEWSKI**  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Jan. 29, 2018  
Acting in the County of Macomb My Commission expires: 1-29-2018

Prepared By: Cristi Banks 06/30/2017  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

After recording, return to:  
Carrie Main, EP7-471  
Business Services  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

  
LIBER 2549 PAGE 0314 3 of 6

EXHIBIT A

Owner's Land

Parcel No: XTO-867-2100-00

Unit 21, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known As: 1034 Ridge View Dr. Tecumseh, MI 49286

Parcel No. XTO-867-2200-00

Unit 22, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1032 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XTO-867-2300-00

Unit 23, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly known as: 1030 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XTO-867-2400-00

Unit 24, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1028 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XTO-867-2500-00

Unit 25, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1026 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XTO-867-2600-00

Unit 26, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1024 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XT0-867-2700-00

Unit 27, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1022 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XT0-867-2800-00

Unit 28, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1020 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XT0-867-2900-00

Unit 29, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1018 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XT0-867-3000-00

Unit 30, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1016 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XT0-867-3100-00

Unit 31, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1014 Ridge View Dr. Tecumseh, MI 49286

Parcel No: XT0-867-3200-00

Unit 32, The Ponds of Bonner Hills Condominium, being in the South 1/2 of the Southwest 1/4 of Section 35, Town 5 South, Range 4 East, City of Tecumseh, Lenawee County, Michigan, according to the Master Deed as recorded in Liber 2477 Page 0136, as amended, Lenawee County Records, and designated as Lenawee County Condominium Subdivision Plan No. 70.

Commonly Known as: 1012 Ridge View Dr. Tecumseh, MI 49286

EXHIBIT B

Easement Area

A 12 foot-wide strip of land, being 6 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

