

AGREEMENT FOR PLANNED
DEVELOPMENT DISTRICT

AGREEMENT FOR PLANNED DEVELOPMENT DISTRICT

This Agreement for Planned Development District ("Agreement") is entered into this 30th day of August, 2000, by and between Morgan Creek, L.L.C., a Michigan limited liability company ("Developer"), having its principal office at 25505 West Twelve Mile Road, Suite 2600, Southfield, Michigan 48034-8338, and the Charter Township of Canton, a Michigan municipal corporation (the "Township"), having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188.

RECITALS:

- A. Developer owns certain real property located in Section 23 of the Township, more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), comprising 36.919 acres.
- B. The Land is presently zoned R-5, Single Family Residential (the "Underlying Classification").
- C. The Township's Master Land Use Plan contemplates that the Land will be used, in the aggregate, for approximately one hundred forty-five (145) dwelling units.
- D. Developer desires to constitute and develop the Land as a Planned Development District ("PDD"), under the provisions of Section 27.04 of the Township's current Zoning Ordinance, as amended (the "Zoning Ordinance"), consisting of a distinct and premier residential condominium project (the "Development") encompassing: (i) eighty-eight (88) attached condominium units; (ii) private open space areas which shall be principally retained in their natural condition, containing approximately 18.8 acres; (iii) a landscaped boulevard entrance located at Cherry Hill Road (the "Entranceway"); (iv) signage at the Entranceway; and (v) accent lighting at the Entranceway.
- E. It is contemplated that the Development will be named Morgan Creek and shall be developed as a residential condominium project under the provisions of the Michigan Condominium Act, as amended, with private interior roadways (the "Private Roadways").
- F. The PDD is more particularly depicted on, and will be developed substantially in accordance with the conceptual site plan (the "Concept Site Plan") attached hereto as Exhibit B and made a part hereof. Developer and the Township acknowledge that the Concept Site Plan for the Development incorporates the approval conditions and requirements pertaining to the Concept Site Plan that were adopted by the Township Board of Trustees, based upon the recommendations of the Township Planning Commission and the consultants, and departments of the Township.

G. In connection with the Development, a separate application shall be filed with the Township for preliminary site plan approval for the Development (the "Site Plan Application"). The Site Plan Application shall include: (i) the proposed site plan for Morgan Creek substantially consistent with the Concept Site Plan (the "Proposed Site Plan"); and (ii) the proposed landscape plan for Morgan Creek substantially consistent with the Concept Site Plan (the "Proposed Landscape Plan").

H. The Private Roadways and common elements within Morgan Creek (the "Common Elements") shall be maintained and operated by the Morgan Creek Condominium Association (the "Association"), a Michigan non-profit corporation to be formed by Developer in conjunction with the development of Morgan Creek. The Association shall be formed for a perpetual term, with general assessment powers, and each unit owner in Morgan Creek will be a member of the Association (at all times during the term of such ownership), and subject to assessment. Adequate provisions shall be made in the master deed and bylaws that will be recorded to establish Morgan Creek (the "Master Deed") for the permanent maintenance of the Common Elements.

I. The Association will be authorized to perform the functions and duties delegated and assigned to the Association by the Master Deed and this Agreement, either directly, or through maintenance contractors or a management agent engaged by the Association, or any combination thereof.

J. The Township has an interest in assuring the timely installation and/or construction of certain improvements within the Development (the "PDD Improvements"), including, without limitation, (i) the Entranceway; (ii) accent lighting at the Entranceway; (iii) the landscaping of the Common Elements, together with all of the cul-de-sac and boulevard islands within the Private Roadways; and (iv) the substantial preservation of the significant natural features upon the Land. The PDD Improvements are more particularly listed and described on Exhibit C attached hereto and made a part hereof.

K. The conformance of the Proposed Site Plan to the Concept Site Plan, and the creation of the Common Elements, occasions the need for certain permitted variances and/or waivers (in either event, the "Variances") from the Zoning Ordinance and the Township's current Condominium Regulations, as amended (the "Condominium Regulations"). The Variances required in connection with the Development are listed and summarized on Exhibit D attached hereto and made a part hereof.

L. The proposed exterior elevations of the various condominium units within the Development are shown on Exhibit E attached hereto and made a part hereof (the "Concept Elevations").

M. The proposed PDD: (i) presents an innovative land use permitting a more flexible application of certain land use regulations, as afforded by the provisions of the Zoning Ordinance pertaining to Planned Development Districts; (ii) achieves an economic and efficient use of public services and utilities; (iii) encourages aesthetic development and the creation of useful open spaces; (iv) provides quality housing opportunities better suited to the demonstrated needs of the Township's residents; and (v) enables compatible uses for adjacent parcels of land.

N. The PDD, including the Variances required in connection therewith, is consistent with the Township's Master Land Use Plan and with the intent, spirit and purpose of both the Zoning Ordinance and the Condominium Regulations.

O. The installation of the PDD Improvements and the creation of the Common Elements represent a Definite Benefit (as that term is defined in Section 27.04 of the Zoning Ordinance) which will inure to the benefit of the Township as a result of the approval of the PDD, and which would not otherwise be available under the Underlying Classification without such planned development approval.

P. The open space areas within the Development comprise, in their aggregate, more than twenty-five (25%) percent of the Land, and shall be retained in their natural condition or landscaped at Developer's expense, as indicated on the Concept Site Plan. The open space areas within the Development, as shown on the Concept Site Plan, shall be permanently dedicated as open space by Developer, and shall be used for wetland, storm water retention, recreation and open space purposes only. In addition, with the exception of landscaping improvements, storm drainage improvements, and any other PDD Improvements installed by Developer pursuant to the Concept Site Plan or other plans and specifications which have been approved by the Township, no permanent structures or improvements shall be installed or constructed within the open space areas located within the Land which are south of the Huston Drain, without the prior approval of the Township.

THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth in this Agreement, it is hereby agreed as follows:

1. The Township shall take such actions as shall be necessary and/or appropriate to: (a) establish and approve the Development as an Approved Planned Development (as that term is defined in Section 27.04 of the Zoning Ordinance); (b) to constitute the Land as a Planned Development under the provisions of Section 27.04 of the Zoning Ordinance and the terms of this Agreement; and (c) to approve the Site Plan Application for Morgan Creek, including, without limitation, the concurrent filing and publication of the required notice of amendment to the Zoning Ordinance with respect to the Land, and the filing and recording of a joint notice and affidavit by the Township and Developer with the Wayne County Register of Deeds, setting forth the legal description of the Land comprising the Approved Plan Development, specifying the date of approval of the Approved Planned Development, and declaring that the future development of the Land shall be in accordance with the Approved Planned Development Plan (as that term is defined in Section 27.04 of the Zoning Ordinance).

2. The Township agrees that the Approved Planned Development Plan shall consist of: (a) the Concept Site Plan in the form of Exhibit B, (b) the PDD Improvements listed and described on Exhibit C, (c) the Variances listed and described on Exhibit D, and (d) the Concept Elevations in the form of Exhibit E. The Approved Planned Development Plan shall also be deemed to include the Proposed Site Plan, the Proposed Landscape Plan, and the related plans and specifications, when submitted by Developer, showing with particularity the details of the Development, and which shall otherwise be in substantial conformity with the Concept Site Plan, except as modified by the Wayne County Department of Public Services ("Wayne County"), the Michigan Department of Environmental Quality ("MDEQ"), and/or the Michigan Department of Transportation ("MDOT") in connection with the submittal of the Proposed Site Plan (and/or the detailed plans and specifications pertaining thereto) to such governmental agencies for review and approval.

3. It is understood between the parties hereto that if the Proposed Site Plan: (a) conforms to the provisions of the Zoning Ordinance and Condominium Regulations as applicable to the PDD hereunder; (b) substantially conforms to the Concept Site Plan, including, without limitation, (i) the permitted number of units, general street layout and unit sizes, and (ii) the utilities, PDD Improvements and Common Elements that accompany the Development; and (c) is accompanied by such fees as may be required in connection with the review of the Proposed Site Plan and/or the related plans and specifications, then approval of the Proposed Site Plan shall be granted by the Township.

4. Except as set forth in the schedule of Variances attached hereto as Exhibit D, the Approved Planned Development shall remain subject to the terms of the Zoning Ordinance, Condominium Regulations, and Tree Ordinance existing as of the date of this Agreement, as applied to Planned Developments, and, accordingly, subsequent enactments to, or amendments of, either the Zoning Ordinance, the Condominium Regulations, or the Tree Ordinance shall not, without the consent of Developer, apply to the Approved Planned Development, or any part thereof, whether developed or undeveloped (it being understood, however, that the construction of the attached units within the Approved Planned Development will be governed by building code regulations which are subject to periodic review and update).

5. The Association shall be formed and organized by Developer as soon as possible following the recordation of the Master Deed. The documents creating the Association shall conform to the Master Deed and this Agreement, and shall empower and require the Association to: (i) provide effectively for the operation, maintenance, improvement, repair and replacement of the Common Elements and Private Roadways, including, without limitation, the payment of any real estate taxes thereon; (ii) secure (and cause to be maintained continuously in force and effect) adequate comprehensive public liability and property damage insurance in connection with the Common Elements and Private Roadways; and (iii) spread the Association's costs in connection with the Common Elements and Private Roadways, including all administrative costs, equally among the units within Morgan Creek, by annual and special assessments, which shall be the personal obligation of the owner thereof, and shall become a lien upon each unit.

6. Developer shall establish the Common Elements by recording the Master Deed pertaining to Morgan Creek with the Wayne County Register of Deeds.

7. Developer acknowledges that the Concept Site Plan identifies the location of the proposed future Morton Taylor right of way. Developer, or the Association, if applicable, shall dedicate such right of way, if requested by Wayne County.

8. The terms and provisions of this Agreement shall bind and inure to the benefit of Developer, the Township, and their respective successors and/or assigns, and shall run with, and bind, the Land (it being understood that any transfer of ownership or control of part of the Approved Planned Development shall be subject to the provisions of Section 27.04 of the Zoning Ordinance). This Agreement shall expire six (6) years from the date the Township Board of Trustees grants final approval of the Approved Planned Development Plan ("Final Approval"). Construction of the PDD Improvements shall commence within five (5) years from Final Approval and shall be completed within six (6) years from Final Approval.

9. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Until Developer's rights and responsibilities under this Agreement are transferred to the Association, Developer and the Township shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Land, including unit owners, mortgagees, and others. After the rights and obligations under this Agreement are transferred to the Association, only the Association and the Township shall be entitled to modify, replace, amend or terminate this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. This Agreement has been approved by Developer and by the Township, through action of the Township Board of Trustees at a duly scheduled meeting.

12. 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.

IN WITNESS WHEREOF, this Agreement has been executed by the Township and Developer as of the date of this Agreement, and shall be effective immediately.

WITNESSES:

"Developer"

MORGAN CREEK, L.L.C.,
a Michigan limited liability company

By: Jeffrey D. Kaptan

JEFFREY D. KAPTAN

Its: Vice President

"Township"

CHARTER TOWNSHIP OF CANTON,
a Michigan municipal corporation

By: Thomas J. Yack

Thomas J. Yack, Supervisor

By: Terry G. Bennett

Terry G. Bennett, Clerk

Melina Mabin
Melina Mabin

Thomas J. Simon
THOMAS J. SIMON

Deborah Zevulink
Deborah Zevulink

Diana Anderson
DIANA ANDERSON

Pamela K. Popejoy
PAMELA K. POPEJOY

Pamela S. Jones
PAMELA S. JONES

STATE OF MICHIGAN)
)ss:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of August, 2000, by Jeffrey Kufan, the Vice President of Morgan Creek, L.L.C., a Michigan limited liability company, on behalf of the Company.

Kimberly S. Salter
Notary Public
Oakland County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
)ss:
COUNTY OF WAYNE)

KIMBERLY S. SALTER
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Feb 20, 2005

The foregoing instrument was acknowledged before me this 13th day of September, 2000, by Thomas J. Yack and Terry G. Bennett, who are the Supervisor and Clerk, respectively, of the Charter Township of Canton, a Michigan municipal corporation, on behalf of the Township.

Doris C. Kelley
Notary Public
Wayne County, Michigan
My Commission Expires:

April 6, 2001

Drafted By and When Recorded Return To:

Mark S. Conn, Esq.
Seyburn, Kahn, Ginn, Bess, Deitch and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, MI 48075
(248) 353-7620

DORIS C. KELLEY
Notary Public, Wayne County, MI
My Commission Expires August 1992

4-6-01

EXHIBIT "C"

PDD Schedule of Improvements

The following improvements shall be installed and/or constructed by the developer in accordance with the proposed Concept Site Plan and applicable governmental standards:

1. Private asphalt paved roadways and cul-de-sacs with concrete curb and gutter.
2. A five (5) foot wide, concrete sidewalk in Cherry Hill Road.
3. Asphalt paved, garage driveways.
4. Landscaping of common elements including but without limitation, four (4) foot high berm along the Cherry Hill frontage of the expected parcel; cul-de-sacs and the boulevard island. Such landscaping shall be integrated with existing landscaping, as shown in the Proposed Landscape Plan.
5. A decorative, brick or stone entranceway to the development with appropriate identification and accent lighting.
6. On-site storm water detention and sedimentation basins.
7. A wood footbridge across the Huston Drain to provide pedestrian access to the open space nature area.
8. Utilities such as sanitary sewer, water, gas and electric.

EXHIBIT "D"

Schedule of Variances

In addition to and without limitation of any variances identified in the Concept Site Plan, the following variances shall apply:

1. Four and one half (4.5') foot increase in maximum building length from 150 feet to 154.5 feet to achieve garage projection, and one and one half story end unit for aesthetic purposes for buildings 1, 5, 6, 13, 20, 23, and 26.
2. Thirteen to twenty foot east side yard variance reducing side yard from 60 feet to a minimum of 40 feet in consideration of adjacent Detroit Edison Easement open space. This applies to the five buildings 1, 2, 7, 8, and 9.
3. To achieve a layout that minimizes the orientation of buildings toward the Detroit Edison power lines, an 18 foot reduction on the rear to rear separation from 80 feet to 62 feet between buildings 4 and 6.
4. To achieve a layout that maximizes the setback along Morton Taylor Road Future Proposed Right of Way, a Side to Rear Variance from 60.00' to 58.48' between Building 22 and 24 and a corner to corner variance from 30.00' to 25.33' between Building 23 and 26.

September 22, 1999

MORGAN CREEK CONDOMINIUMS
Exterior Building Wall Material Schedule

Average of Exterior Building Wall Materials

	Total Wall Area (S.F./100%)	Brick	Horizontal Siding	Shake/ Scallop Siding	Glass	Wood Trim	Metal Doors/ Louvers
S.F. of Material	5846	2970	503	690	725	620	438
% of Total S.F.	100.0%	50.8%	8.6%	10.1%	12.4%	10.6%	7.5%

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MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY PERMIT

Cherryhill Investments
28246 Franklin Road
Southfield, MI 48034

Permit No: 99-10-0097
Issued: MAY 4, 1999
Extended:
Revised:
Expires: December 31, 2000

Under the provisions of the Natural Resources and Environmental Protection Act 451, PA 1994 and specifically:

- ☒ Part 301 Inland Lakes and Streams.
- ☐ Part 325 Great Lakes Submerged Lands
- ☒ Part 303 Wetland Protection
- ☐ Part 31 Floodplain/Water Resources Protection.
- ☐ Part 315 Dam Safety.

Permission is hereby granted, based on permittee assurance of adherence to State requirements and permit conditions to:

Permitted Activity:

Construct a 6 foot wide by 100-foot long elevated pedestrian bridge over the Huston Drain. Place approximately 3,388 cubic yards of fill material within 1.4 acres of wetland to facilitate the construction of a condominium development. Create .59 acre stormwater pond by excavating approximately 1,472 cubic yards of material. Discharge stormwater from the stormwater pond to the Huston Drain, place 6 square yards of riprap at the discharge outlet. All work shall be completed in accordance with attached plans.

Water Course Affected: wetland/Huston drain

Property Location: Wayne County, Canton Township, Section 23
Subdivision, Lot Town/Range 2S, 8E

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee in exercising the authority granted by this permit shall not cause unlawful pollution as defined by Act 245 of the Public Acts of 1929, as amended.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the plans and the specifications submitted with the application and/or plans and specifications attached hereto.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved herein.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with Act 53 of the Public Act of 1974 and comply with each of the requirements of that act.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state who necessary to protect his rights.
- I. Permittee shall notify the Department of Environmental Quality within one week after the completion of the activity authorized by this permit, by completing and forwarding the attached, preaddressed post card to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of the Department of Environmental Quality.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific State Act, Federal Act and/or Rule under which this permit is granted.
- L. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

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Permittee has offered to and of their own volition, agree to establish a conservation easement on all of the lands contained within the property boundary, south of the Huston Drain (a total area of approximately 19.46 acres after wetland mitigation construction) in order to insure protection of these lands and shall record such Conservation Easement with the Wayne County Register of Deeds prior to initiating ANY of the permitted activity. This Conservation Easement shall attach to the title of the land and be binding upon and insure to the benefit of the permittee and the DEQ and their respective heirs, successors and assigns. In addition, the Conservation Easement shall be deemed for the benefit of the DEQ which shall have the right to enforce covenants above and in the Easement. The DEQ shall review and approve said Conservation Easement prior to recording.

Applicant shall submit to the DEQ detailed plans depicting the stormwater basin, this information shall include plan and cross-sectional views for the pond and outlet. All water quality design features incorporated into the basin design shall be shown. This information shall be forwarded to the DEQ for review and written approval prior to initiating work on the stormwater basin.

Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation, Natural Resources and Environmental Protection Act (1994, PA 451 as amended) or the need to acquire applicable permits from the County Drain Commissioner.

If the project, or any portion, is stopped and lies uncompleted for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the uncompleted work from erosion, including the placement of temporary sandbag riprap or other acceptable temporary protection.

No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.

In issuing this permit, the Department of Environmental Quality has relied on the information and data which permittee has provided in connection with the permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete, or inaccurate, the Department may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.

All raw areas resulting from the permitted construction activity shall be promptly and effectively stabilized with sod or seed and mulch) or other technology specified by this permit) in sufficient quantity and manner so as to prevent erosion and any potential siltation to surface waters or wetlands.

Unless specifically authorized by this permit no soil or other material from the project may be deposited in or allowed to enter by neglect, lack of maintenance or willful intent any wetlands or surface water. All excess soil material shall be placed on upland (non-wetland, non-floodplain) site sodded or mulched and seeded to prevent erosion into surface waters or wetlands.

Prior to the start of construction, all non-work wetland areas shall be bounded by filter fabric fences to prevent erosion into wetland and to prohibit construction personnel and/or equipment from entering or performing work in these areas. The fence shall be maintained throughout the construction process in accordance with Michigan Department of Transportation Standard Plans.

No permanent or temporary fill or excess soil or other material shall be placed in any wetland or surface water area not specifically authorized by this permit, its plans, and specifications.

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In the event the permitted activity is begun but not completed or the project is abandoned, the permittee shall remain responsible for completing the mitigation wetland, as may be determined by the Michigan Department of Environmental Quality. Such determination shall be based upon the degree of disturbance to existing wetlands.

Permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.

Permittee covenants not to sue the State of Michigan, or any of its departments, boards, commissions, officers, employees, or agents for any claim, whether legal or equitable, arising under or in any manner related to the privileges granted in this permit. Permittee hereby releases, waives, and discharges the State of Michigan and all of its departments, boards, commissions, officers, employees, and agents from any and all liability to permittee arising under or in any manner related to the privileges granted under this permit.

Permittee agrees to indemnify the State of Michigan and all of its departments, agencies, boards, commissions, officers, employees, and agents from any and all liability arising under or in any manner related to the issuance of the permit the privileges granted under this permit.

This permit is limited to authorizing the construction as specified above and carries with it no assurances or implications that any associated wetland area can be developed or serviced by the structures authorized by this permit.

The authority to conduct the activity as authorized by this permit is granted solely under provisions of the governing act as identified above. This permit does not convey, provide or otherwise imply approval of any other governing ordinance or regulation, nor does it waive the permittee's obligation to acquire any local, county or federal approval or authorizations necessary to conduct the activity.

Fill shall consist of clean inert material which will not cause siltation nor contain soluble chemicals, organic matter, pollutants or contaminants. All fill shall be CONTAINED in such a manner so as not to erode into any surface water or wetland. All raw areas associated with the permitted activity shall be STABILIZED with sod and/or seed, and mulch, riprapped, or other technically effective method as necessary to prevent erosion.

All work shall be completed in accordance with the attached plans and the specific terms and conditions of this permit.

Except as may otherwise be specified within this permit the permittee is required to submit an acceptable wetland mitigation proposal to the Michigan Department of Environmental Quality (MDEQ), Land and Water Management Division (LWMD), Southeast Michigan District Headquarters. The applicant shall receive approval from the MDEQ/LWMD that the wetland mitigation proposal is acceptable before undertaking any permitted activity unless otherwise authorized by this permit. The permittee agrees to make the necessary adjustments in the proposed mitigation plan to meet the MDEQ specifications for wetland mitigation. The mitigation wetlands area associated with this segment of the project shall be no less than the area specified above of productive wetland habitat. A mitigation wetland plan must contain, but is not limited to the following:

1. The type of wetland to be created;
2. The location of the new wetland;

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3. The amount of new wetland to be created;
4. Data indicating the expected hydrologic regime, based on a one year hydrologic cycle;
5. Planting scheme(s) for establishing wetland mitigation;
6. Grading plan;
7. If the new wetland is to be constructed in a municipality other than the one where the permitted activity is to take place the permittee must document that the municipality in which the mitigation is to be built does not to its construction.

The authorization granted by this permit for the placement of fill in the wetland is contingent upon the completion of mitigation as follows:

1. A new 2.1 acre palustrine emergent and scrub/shrub wetland area shall be created with plans approved by the Department.
2. Construction of the mitigation wetland shall be conducted prior to, or concurrently with, the rough grading of the permitted activity area. No construction on or use of permitted activity area may be undertaken until grading, soil placement, and establishment of hydrology has been completed on the mitigation wetland area.
3. A layer of peat or suitable wetland soil shall be placed over the entire mitigation area. Minimum thickness of this material shall be six inches.
4. Maximum water depth within the mitigation area shall be 3.0 feet.
5. Appropriate emergent and scrub/shrub vegetation shall be planted within the mitigation area.
6. Permittee shall be responsible for monitoring the mitigation wetland development for a period of three years. Monitoring shall be conducted by the permittee's wetland consultant. A complete assessment of the wetland's development shall be made annually as prescribed here-in, and an annual report shall be provided to the MDEQ no later than December 1 of each year.

Utilizing recognized and established scientific procedures, the annual monitoring report shall include:

- a. A measure of the percent cover wetland species versus upland species.
- b. A measure of vegetation diversity.
- c. A description of vegetation and animal community structure.
- d. A record and description of hydrologic development.
- e. A written summary of wetland development describing the progression of wetland development.
- f. A photographic record of wetland each year.

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7. Should the mitigation wetland fail to establish after one complete growing season or fails to satisfactorily progress to a self-sustaining wetland system as designed, the permittee shall:

- a. Assess the problem and its probable causes.
- b. Develop reasonable and necessary corrective measures as a revision to the original plan.
- c. Submit a copy of proposed corrective measures to the MDEQ.
- d. Upon MDEQ approval, immediately implement corrective measures.

8. Upon completing construction of the mitigation area, the permittee shall submit to the MDEQ a set of final "as built" plans prepared by a registered engineer.

9. In the event the permitted activity is begun but not completed or the project is abandoned, the permittee or owner of record shall remain responsible for completion of the mitigation wetland and all conditions and limitations pertaining to the construction and development of the mitigation wetland, as shall be determined by the Department of Environmental Quality. Such determination shall be based upon the extent of the disturbance inflicted upon the wetland originally located at the site.

Russell J. Harding, Director
Department of Environmental Quality

By Andrew J. Hartz
Andrew Hartz
District Representative
Land and Water Management Division

cc: DEQ, LWMD, PCU
Wayne CEA Attn: Matt Best
Canton Township Engineering
King and MacGregor Environmental