



**Mission**

*The Southeast Michigan Land Conservancy conserves natural land and open space - including forests, wetlands, meadows, agricultural lands, and places of scenic beauty - to provide habitat for wildlife and to enrich the lives of people.*

**SMLC Local Chapters**

Monroe County Chapter  
Superior Township Chapter

**Southeast Michigan Land Conservancy**

8383 Vreeland Road  
Superior Twp., MI 48198  
734.484.6565  
734.484.0617 (fax)  
[www.smlcland.org](http://www.smlcland.org)

RECEIVED  
MAY 03 2021

BY: JM

To: Mandy Grewal, Pittsfield Township Supervisor

CC: Stantec, Consulting Engineers

From: Jill Lewis, SMLC Executive Director

RE: Pittsfield Township's Proposal to construct a Sanitary Sewer through Hickory Woods Park and compliance with SMLC's Conservation Easement

Date: April 27, 2021

Stantec Consulting Engineering is working on behalf of Pittsfield Township to design necessary sanitary sewer upgrades for Pittsfield Township. A proposed sewer will run from Platt Road, south of Michigan Ave, to the intersection of Munger and Morgan Road, taking the sewer through Hickory Woods Park (the Park) – which is currently owned by Pittsfield Township. Stantec has provided a drawing of the proposed sewer path through the Park. See Exhibit A, Proposed sewer path through the Park. In early March of 2021, Stantec, by and through Mac Gills, P.E., contacted the Southeast Michigan Land Conservancy (SMLC) to determine if the Conservation Easement held by SMLC over the Park (the CE) will pose any issues with construction of the sewer line and if necessary, its future repairs. See Exhibit B, SMLC's CE over Hickory Woods Park.

On its face Paragraph D of the CE (specifically paragraph D.4) prohibits the construction of any human-made modifications in the Park. However, Paragraph D.4. references paragraph F.7 as an exception. A potential problem is that there is no paragraph F.7, regardless, we assume that there is a typographical error and that D.4. should refer to paragraph E.7. of the CE.

Paragraph E.7. of the CE allows the owner of the park, currently Pittsfield Township, to "add fences, parking lots, and building(s) or structure for public use in the non-wooded areas". See paragraph E.7. of the CE. Further, since the CE was granted, Pittsfield has done a substantial amount of restoration of prairie in the eastern side of the Park which clearly enhances the scenic landscape, natural character, and biological integrity of the property – restoration efforts which SMLC is happy to support because these efforts fall within the spirit and the letter of the CE.

The area that Pittsfield has chosen to construct the sewer line is outside of the wooded areas identified in the Baseline, but it may impact the restored prairie. Further a public sewer line seems to fall within acceptable definitions of public use. Therefore, SMLC has no significant objection to the construction of the sewer line pursuant to the plans submitted thus far with the following concerns:

(OVER)

SMLC has one significant right that is outlined in the CE, the Right to “Require Restoration”. See Paragraph F.3. of the CE. Further, SMLC has institutional knowledge that once an underground pipeline is installed it is relatively easy to restore the pipeline route to a natural area – such as an open prairie. Thus, SMLC requests that Pittsfield restore the pipeline route after installation of the underground piping as much as possible to the existing natural restored prairie with non-invasive natural plants of local genome types. For planning purposes SMLC has included a list of non-invasive natural plants of local genome types and potential sources of this material. See Exhibit C.

Stantec’s communication also mentioned that Pittsfield would require an “easement” over the pipeline route to allow for maintenance of the pipeline after installation. This requirement, e.g., restoration to prairie with non-invasive nature plants of local genome types, should be written into the pipeline easement so if any future work is required in the area that disturbs the surface of the property, proper restoration is automatically required.

JLL/jtw

**Exhibits**

- Exhibit A Proposed Pipeline Route (provided by Stantec)
- Exhibit B Conservation Easement dated July 27, 2007
- Exhibit C List of non-invasive natural plants of local genome types and potential sources of this material.





OFFICIAL SEAL

07/30/07

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Washtenaw Co., MI  
Lawrence Kestenbaum  
Clerk Register

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Lawrence Kestenbaum, Washtenaw

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## HICKORY WOODS CONSERVATION EASEMENT

**DATE:** July 27, 2007

**GRANTOR/OWNER:** Hickory Woods Golf Course, Inc (Seller), a Michigan corporation  
5415 Crane Road, Ypsilanti, Michigan 48197

**GRANTEE/CONSERVANCY:** Southeast Michigan Land Conservancy  
a Michigan nonprofit company  
8383 Vreeland Rd.  
Superior Township MI 48198

For Purposes of this Conservation Easement, the Grantor, who is the current Owner, and all subsequent Owners of the subject Property, will be referred to as the "Owner" throughout this Conservation Easement. The Grantee will be referred to as the "Conservancy" throughout this Conservation Easement.

**PROPERTY:** See Exhibit A for legal description (attached)

**CONVEYANCE:** For the sum of one dollar, 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 grant from the Grantor to the Conservancy. This transfer is exempt from Transfer Tax pursuant to MCL 207.505(a) and 207.526(a).

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

**A. PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE OWNER AND THE CONSERVANCY.**

1. This Conservation Easement is established to assure that the Property will be perpetually preserved in its predominantly natural, scenic, forested and open space condition. The

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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. Any uses of the Property that may impair or interfere with the Conservation Values are expressly prohibited.

2. The Grantor is the Owner of the Property and is committed to preserving the Conservation Values of the Property. 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.

3. The Conservancy is a qualified Recipient of this Conservation Easement, is committed to preserving the Conservation Values of the Property and is committed to 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.

**B. CONSERVATION VALUES.** The Property possesses natural, scenic, open space, scientific, biological and ecological values of prominent importance to the Owner, the Conservancy and the public. These values are referred to as the "Conservation Values" in this Easement. The Conservation Values include the following:

**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.

**PUBLIC POLICY:**

- 4. 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."



5. 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:

- 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.*;
- Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.35501 *et seq.*; (Legislative Findings § 324.35502);
- Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, a.k.a. "Section 404" Clean Water Act.);
- Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.36101 *et seq.*;
- 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);

6. – Pittsfield Charter Township has recognized the importance of the Property as an ecological and scenic resource, by zoning this and other land as Recreation/Conservation.

7. Pittsfield Charter Township has designated this area as future public/private recreation and open space in its Comprehensive Plan adopted July 11, 2002, and updated April 4, 2003.

8. Chapter 8, "Environment," of the Pittsfield Charter Township Code, particularly Article IV, "Erosion and Sedimentation Control;" Article V, "Wetlands Protection;" Article VI, "Dumping and Litter;" and Chapter 16, "Parks;" and the Township Zoning Ordinance and Land Development Standards.

C. **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 execution of this Conservation Easement.

**D. 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:

1. Division. Any division or subdivision of the Property is prohibited.
2. Commercial Activities. Any commercial activity on the Property is prohibited, except that associated with the use of the property for park purposes, including use as a golf course.
3. Industrial Activities. Any industrial activity on the Property is prohibited.
4. Construction. Except as provided in paragraph E.7, the placement or construction of any human-made modification, such as, but not limited to, buildings, fences, roads and parking lots—is prohibited. However, existing buildings fences, roads and parking lots may be maintained and rebuilt for park purposes.
5. Cutting Vegetation. Any cutting of trees or vegetation is prohibited, except for the cutting or removal of trees or vegetation which pose a threat to human life or property, or which is necessary to maintain trails or to control exotic or invasive species (such as glossy buckthorn, purple loosestrife or autumn olive) as well as reasonable pruning and trimming. However, grass areas may be mowed.
6. 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.
7. Dumping. Waste and unsightly or offensive material is not allowed and may not be accumulated on the Property.
8. Motorized 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, except that park maintenance vehicles, emergency vehicles and motorized wheelchairs for the disabled may be operated on the Property. Also, vehicles may be operated in the parking areas and roadways of the property.
9. Signs and Billboards. Billboards are prohibited. The following signs may be displayed to state:
  - the name and address of the Property
  - the area is protected by a Conservation Easement
  - prohibition of any unauthorized entry or use

- an advertisement for the sale or rent of the Property
- interpretive and informational signs for park patrons.

**E. PERMITTED USES.** The Owner retains all ownership rights that are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

1. 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. All subsequent Owners will be bound by all obligations in this agreement.
2. Right to Maintain and Replace Existing Structures. The Owner retains the right to maintain, renovate and replace the existing structure, as noted in the Baseline Documentation Report, in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure.
3. Right to Conduct Ecological Restoration. The Owner retains the right to conduct ecological restoration on the Property. Ecological restoration includes, but is not limited to, planting native species, removing non-native or invasive species, installing erosion control structures or installing fencing necessary for the re-establishment of native vegetation.
4. Right to Operate Motorized Vehicles. The Owner retains the right to operate motorized vehicles on the Property exclusively for maintenance use, as long as the use does not adversely affect the Conservation Values identified above.
5. Right to Lease. The Owner retains the right to lease all or a portion of the Property for purposes consistent with this Conservation Easement. Any lease shall be subject to the terms of this Conservation Easement. Leases for a period of greater than one year shall incorporate by reference the terms of this Conservation Easement.
6. Right to Use as a Public Park. The Owner retains the right to use the Property as a public park.
7. Right to Add Designated Structures or Uses. The Owner retains the right to add fences, parking lots and building or structure for public use in the non-wooded areas as identified in the Baseline Documentation Report. 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.

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





1. 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.
2. 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.
3. 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.
4. 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.
5. Right to Enforce. The Grantee has the right to enforce the terms of this Conservation Easement and the covenants and conditions contained herein by proceedings at law or in equity, including but not limited to, the right to require restoration of the Property to the condition at the time of the grant of this Conservation Easement, as set forth in the Baseline Report.

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

1. 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.
2. 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.
3. 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.

If at any time, however, 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.

4. 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.

5. Actual or Threatened Non-Compliance. The Conservancy's rights under this Section, Conservancy's Remedies, 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 are 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.

6. Cumulative Remedies. The preceding remedies of the Conservancy are cumulative. The Conservancy may invoke any, or all, of the remedies if there is an actual or threatened violation of this Conservation Easement.

**H. NOTIFICATION PROVISION.** The Conservancy is entitled to 60 days written notice whenever its approval is required under this Conservation Easement. If the Land 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 Land 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.

**I. CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.**

1. 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.*
2. 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.
3. The Conservancy is qualified to hold conservation easements pursuant to these statutes. It is a publicly funded, non-profit 501(c)(3) organization.

**J. 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 federal 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 and to indemnify the Conservancy against all costs and liabilities relating to such claims.

**K. 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.

**L. 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. This 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.



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**M. TERMINATION.** This Conservation Easement may be extinguished only by an unexpected change in condition that causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain.

1. 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).
2. 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).

**N. 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.*

**O. 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.

**P. SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.

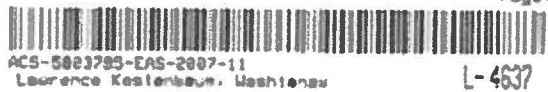
**Q. SUCCESSORS.** This Conservation Easement is binding upon, and inures to the benefit of, the Grantor/Owner's and the Conservancy's successors in interest. All subsequent Owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the Grantor.

**R. 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.

**S. MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan Law.

**T. ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

**U. EFFECTIVE DATE.** Owner and Grantee intend that the restrictions arising hereunder take effect on the day and year set forth above.



V. **RECORDING.** This Conservation Easement shall be recorded by the Grantee as soon as possible in the office of the Register Deeds for Washtenaw County, Michigan, after all required signatures have been affixed hereto. The Grantee may re-record this Conservation Easement at any time as may be required to preserve its rights in this Conservation Easement.

HICKORY WOODS GOLF COURSE, INC.:

By [Signature]  
Jeffrey L. Fulton, its President

Acknowledged before me on this 27<sup>th</sup> of July, of 2007, by Jeffrey L. Fulton, known to me to be President of Hickory Woods Golf Course, Inc..

Lori K. Russo  
Notary Public Washtenaw County, MI  
My Commission Expires December 8, 2007

[Signature]  
Notary Public  
Washtenaw County, Michigan  
My commission expires: \_\_\_\_\_

SOUTHEAST MICHIGAN LAND CONSERVANCY:

By [Signature]  
Jack R. Smiley, its Executive Director

Acknowledged before me on this 27<sup>th</sup> of July, 2007, by Jack R. Smiley (~~signor's name~~), known to me to be the Executive Director of the Southeast Michigan Land Conservancy.

Jan F. BenDor  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires May 10, 2013  
Acting in the County of Washtenaw

[Signature]  
Notary Public  
Washtenaw County, Michigan  
My commission expires: 5/10/2013  
Acting in Washtenaw County, Michigan

PREPARED BY: R. Bruce Laidlaw, 2023 Vinewood, Ann Arbor, MI 48104.

AFTER RECORDING SEND TO: Southeast Michigan Land Conservancy ✓  
8383 Vreeland Rd., Superior Township, MI 48198



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Beginning at the center of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 00°22'43" W 313.98 feet along the N-S 1/4 line of Section 24 and the centerline of Crane Road (66 feet wide); thence S 88°49'10" E 102.00 feet; thence N 00°22'43" W 18.00 feet; thence S 88°49'10" E 198.08 feet; thence N 00°22'43" W 487.52 feet; thence S 88°49'04" E 2359.90 feet along the South line of Hickory Pointe No. 3 Subdivision as recorded in Liber 32 of Plats, Page 91, Washtenaw County Records; thence S 00°13'52" E 819.37 feet along the East line of Section 24 and the centerline of Munger Road (66 feet wide); thence N 88°49'10" W 2657.77 feet along the E-W 1/4 line of Section 24 and the North line of Ashford Village No. 5 Subdivision as recorded in Liber 31 of Plats, Page 1, Washtenaw County Records to the POINT OF BEGINNING, being a part of the NE 1/4 of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan.

Together with an easement for water line and underground electric cable over the following described property: Commencing at the center of Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence Northerly 331.98 feet along the N-S 1/4 line of said Section 24 and the centerline of Crane Road; thence Easterly deflecting 91°42' to the right 142.0 feet for a Point of Beginning; thence Northerly deflection 91°42' to the left 10.0 feet; thence Easterly deflecting 91°42' to the right 158.0 feet; thence Southerly deflecting 88°18' to the right 10.0 feet parallel with the N-S 1/4 line of said Section 24; thence Westerly deflecting 91°42' to the right 158.0 feet to the Point of Beginning, being a part of the NE 1/4 of said Section 24, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan.

Parcel I.D. No: L-12-24-100-008

SUBMITTED  
FOR RECORDING

JUL 30 2007

Washtenaw County, MI  
Clerk Register's Office

Exhibit A



## Southeast Michigan Land Conservancy

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Permitted Native Species to be used for Hickory Woods Park - sewer easement restoration include:

### **Forbs**

<u>Scientific Name</u>	<u>Common Name</u>
<i>Achillea millefolium</i>	Yarrow
<i>Allium cernuum</i>	Nodding Wild Onion
<i>Amorpha canescens</i>	Lead Plant
<i>Anemone cylindrica</i>	Thimbleweed
<i>Anemone virginiana</i>	Tall Thimbleweed
<i>Asclepias syriaca</i>	Common Milkweed
<i>Asclepias tuberosa</i>	Butterfly Weed
<i>Ceanothus americanus</i>	New Jersey Tea
<i>Coreopsis lanceolata</i>	Sand Tickseed
<i>Coreopsis tripteris</i>	Tall Coreopsis
<i>Desmodium canadense</i>	Showy Tick-Trefoil
<i>Euphorbia corollata</i>	Flowering Spurge
<i>Heliopsis helianthoides</i>	False Sunflower
<i>Helianthus occidentalis</i>	Western Sunflower
<i>Lespedeza capitata</i>	Round headed Bush-Clover
<i>Liatris aspera</i>	Rough Blazing Star
<i>Monarda fistulosa</i>	Wild Bergamot
<i>Monarda punctata</i>	Horsemint
<i>Oenothera biennis</i>	Common Evening Primrose
<i>Penstemon digitalis</i>	Foxglove Beard-tongue
<i>Pycnanthemum virginianum</i>	Common Mountain Mint
<i>Ratibida pinnata</i>	Yellow Coneflower
<i>Rudbeckia hirta</i>	Black-eyed Susan
<i>Silphium integrifolium</i>	Rosin Weed
<i>Silphium laciniatum</i>	Compass Plant
<i>Silphium perfoliatum</i>	Cupplant
<i>Silphium terebinthinaceum</i>	Prairie Dock
<i>Solidago graminifolia</i>	Grassleaved Goldenrod
<i>Solidago nemoralis</i>	Old-Field Goldenrod
<i>Solidago rigida</i>	Stiff Goldenrod
<i>Solidago speciose</i>	Showy Goldenrod
<i>Symphotrichum leave</i>	Smooth Aster
<i>Symphotrichum novae-angliae</i>	New England Aster

## **Southeast Michigan Land Conservancy – Hickory Woods Park**

### **Forbs cont.**

<u>Scientific Name</u>	<u>Common Name</u>
<i>Symphyotrichum oolentangiensis</i>	Prairie Heart-leaved Aster
<i>Symphyotrichum pilosum</i>	Hairy Aster
<i>Tradescantia ohiensis</i>	Common Spiderwort
<i>Verbena stricta</i> Hoary	Vervain
<i>Veronicastrum virginicum</i>	Culver's Root
<i>Zizia aurea</i>	Golden Alexander

### **Grasses**

<u>Scientific Name</u>	<u>Common Name</u>
<i>Andropogon gerardii</i>	Big Bluestem
<i>Elymus canadensis</i>	Canada Wild Rye
<i>Panicum virgatum</i>	Switch Grass
<i>Schizachyrium scoparius</i>	Little Bluestem
<i>Sorghastrum nutans</i>	Indian Grass

Local genotypes of these species may be available individually or in the recommended mixes at:

Michigan Wildflower Farm – Dryland mix - <https://www.michiganwildflowerfarm.com/>

Native Connections – Basic Tallgrass Prairie Mix - <https://nativeconnections.net/>



# Ann Arbor SPARK

2020 Report and COVID-19 Response Activity  
Pittsfield Township



*Ann Arbor SPARK will advance the economy of the Ann Arbor region by establishing it as a desired place for innovation, business location and growth, and for talented people to live and work. The Ann Arbor region will be recognized for its academic, business, and community resources, and its collaborative culture.*

<https://annarborusa.org/>

# 2021 Washtenaw County Economic Outlook: Highlights and Key Takeaways

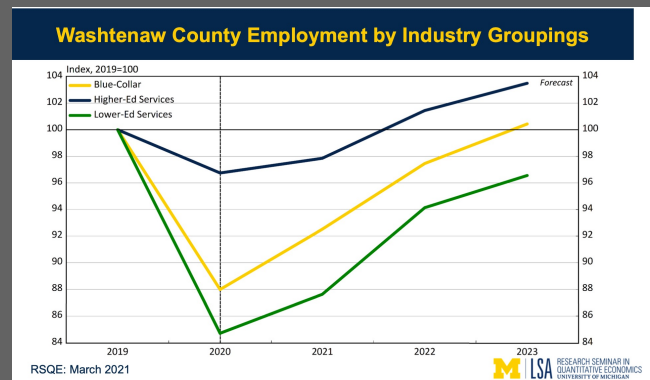
Gabriel M. Ehrlich and Donald R. Grimes from the [Research Seminar in Quantitative Economics](#) (RSQE) at the University of Michigan presented the Washtenaw County economic forecast during an online webinar organized by the Washtenaw Economic Club — an event that Ann Arbor SPARK is proud to sponsor. The webinar occurred on **March 25, 2021**.

Ann Arbor SPARK’s Director of Research Alex West, who moderated the webinar, provided this high-level summary of the Washtenaw County Forecast.

[Read the full report](#)

[View the presentation](#)

Washtenaw County’s economy has recovered substantial ground from the losses it suffered at the beginning of the COVID-19 recession, but there is more work to be done. The existing gaps (geographic, socioeconomic, and racial) present in unemployment, wages, industries, and educational attainment groups have been exacerbated by the recession. Certain industry categories are forecasted to make a full recovery, with some industries (like information and transportation and warehousing) having actually added jobs in 2020. Other industry categories are forecasted to make incomplete recoveries, with some failing to reach their 2019 levels in two years (especially some subsets of retail and manufacturing). According to RSQE, progress against the pandemic will allow economic activity to return largely to normal by late summer/early fall.



This forecast relies on solid economic growth at the national level. Unprecedented federal fiscal support insulated the national economy from a more severe contraction. The largest risk continues to be the pandemic. An improved public health situation plus an aggressive economic policy response (in the form of federal funding) results in an optimistic outlook.

2020 highlighted pre-existing gaps in a big way. One group gains while another group loses. The differences in the pandemic recession are between contact-heavy jobs vs. jobs that can be done remotely. Unfortunately, this bifurcation comprises low-wage jobs vs. high-wage jobs and renters vs. homeowners. The experience of the pandemic and the accompanying recession (and now recovery) is felt very differently by workers in those disparate groups.

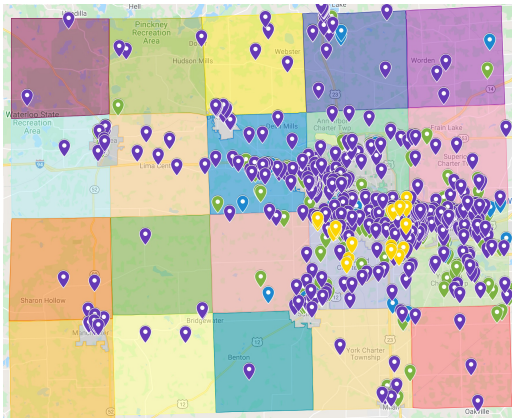
# 2020 Washtenaw County Highlights

## 2020 SPOTLIGHT - COVID-19 RESPONSE and ADAPTATION

At this time, Ann Arbor SPARK is diligently working on efforts where we can be the most effective and helpful, and adapting our programming to maximize engagement while prioritizing safety.

- In 2020, we worked to distribute funds from grant programs across Washtenaw and Livingston counties.
- Our technology-focused event series [a2tech360](#) moved to virtual format in 2020, extending our reach and engaging attendees and speakers nationally and globally.
- [Tech Homecoming](#) also moved virtual in 2020, as part of the Back to Michigan campaign.

### Small Business Grants – State and Local



Ann Arbor SPARK was the fiduciary for four local and state grant programs including the Washtenaw Small Business Emergency Relief Fund and the Michigan Small Business Relief and Restart Programs.

In 2020, Ann Arbor SPARK deployed \$4.6 million in grants to 901 companies registered in Washtenaw County.



**126**  
GROWTH CALLS  
**2020 total**

# of full-time staff at these companies:

**11,526**

**11** Project Successes

Adastec Corp., Atlatec, Fifth Eye, Inc., Human Element, Inc., Interplai Inc., Invisible AI Inc., May Mobility, Inc., Ride in Tandem, Inc., SEOUL ROBOTICS USA, INC., Wacker - Silicones R&D Center in Scio, Yandex Self-Driving Cars



**525** NEW JOBS

**71** Projects in the Pipeline

#### Influence of COVID-19:

Fewer projects were added to the pipeline in 2020, but projects are staying in the pipeline longer, indicating decision timelines have extended.



**126** RETAINED JOBS

TOTAL INVESTMENT  
**2020 total**



**77.7 M**

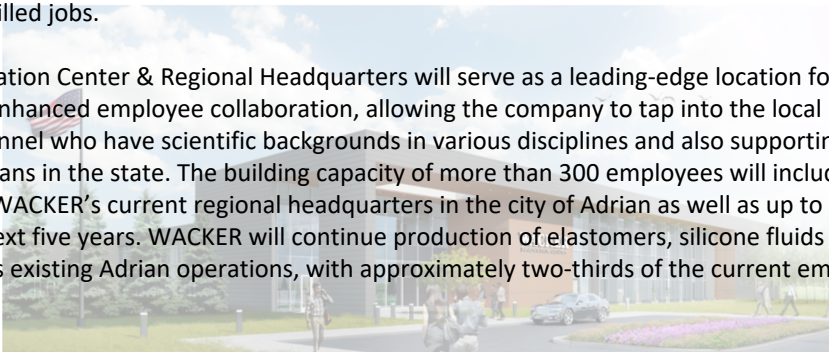
Main Sources: Wacker, May Mobility, Human Element

October 5, 2020

## Wacker Chemical Corporation establishing North American Innovation Center & Regional Headquarters in Pittsfield Charter Township

Wacker Chemical Corporation (WACKER) is building a new North American Innovation Center & Regional Headquarters in Pittsfield Charter Township that will house its North American headquarters and R&D operations, the Michigan Economic Development Corporation announced today. The project is expected to create 70 high-paying, high-skilled jobs.

The new Innovation Center & Regional Headquarters will serve as a leading-edge location for advanced R&D activities and enhanced employee collaboration, allowing the company to tap into the local pool of highly-qualified personnel who have scientific backgrounds in various disciplines and also supporting WACKER's long-term growth plans in the state. The building capacity of more than 300 employees will include those who will relocate from WACKER's current regional headquarters in the city of Adrian as well as up to 70 new jobs to be added in the next five years. WACKER will continue production of elastomers, silicone fluids and silicone emulsions at its existing Adrian operations, with approximately two-thirds of the current employees remaining there.



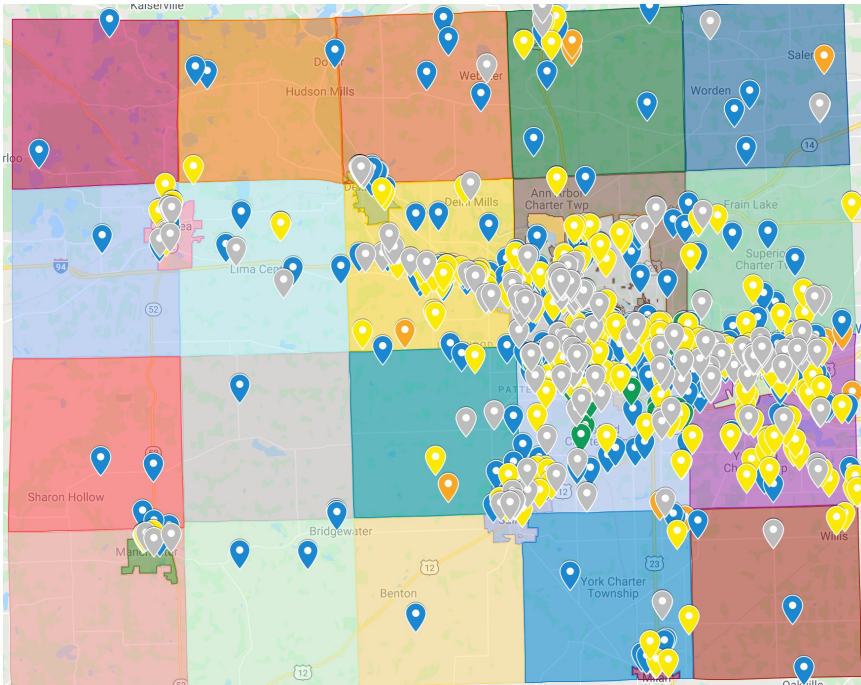
This is WACKER's second expansion in Michigan in recent years. In 2017, the company established a Silicones R&D Center in Ann Arbor. The new headquarters project is expected to create 70 highly paid jobs and generate a total private investment of \$51 million, resulting in a \$1 million Michigan Business Development Program grant from the Michigan Strategic Fund. Michigan was chosen for the North American Innovation Center & Regional Headquarters over competing sites in Tennessee and Ohio. The project aligns with MEDC's strategic focus of attracting, retaining and supporting a business in the focus industries of advanced manufacturing and engineering, design and development, while fostering high-wage skills growth. In addition, WACKER has a robust on-the-job training program, with both internal and external opportunities for advancement. The company is also actively engaged with schools and universities, and has supported a successful internship program to provide hands-on opportunities to students.

"We are excited to move forward with our Innovation Center and Regional Headquarters to be located within Michigan," said WACKER President & CEO David Wilhoit. "Our new facility will enable future growth in the state and serve as an important anchor for our operations across North America. This area is one of the nation's leading communities for R&D. We look forward to networking with, and recruiting from, this highly educated and skilled talent base."

Pittsfield Charter Township has offered a 50-percent property tax abatement in support of the project. [Learn more about careers with Wacker Chemical Corporation.](#)

"Ann Arbor SPARK has worked with WACKER for more than four years, helping the company locate its R&D facility here, where it has access to the technical talent it needs to advance its business," said Paul Krutko, president and CEO of Ann Arbor SPARK. "WACKER has remained steadfast in its desire to stay in this region, despite attractive offers from other states vying for the company to relocate. All around, it's gratifying to see this project advance and for WACKER to break ground on a permanent home in Pittsfield Township. Ann Arbor SPARK will continue to support WACKER's future growth, especially as it works to hire workers at this new location."

# COVID Small Business Grants – Pittsfield Township Overview



**MAP KEY - COVID-RELIEF FUNDS DISTRIBUTED IN WASHTENAW COUNTY**  
**Blue** = Washtenaw Emergency Relief Fund (local)  
**Green** = Pittsfield Township Grant (local – township only)  
**Orange** = Michigan Small Business Relief Program (state)  
**Yellow** = Michigan Small Business Restart Program (state)  
**Gray** = Michigan Small Business Survival Program (state)

*The review committees for these programs were comprised of staff from Ann Arbor SPARK, WCC's Entrepreneurship Center, Washtenaw County's Office of Community and Economic Development, Washtenaw County Racial Equity Office, and advisory review from the Small Business Development Center.*

## Recent Grant Activity

### Michigan Small Business Survival Program - Feb 2021

Pittsfield Township		Washtenaw Total
Survival Grants Awarded	<b>21</b>	200
Funding Disbursed	<b>\$175,000</b>	\$1.6 M

Grants ranged between  
\$7,500 - \$10,000

## Pittsfield Township Totals COVID-19 Grants

### April 2020 – March 2021

*Includes Michigan Small Business Relief, Restart, and Survival Programs (state grants), Washtenaw Emergency Relief Fund, and Pittsfield Township Grants (local grants)*

Total Grants Awarded	<b>123</b>
Funding Disbursed	<b>\$676,000</b>

**Since March 2020, Ann Arbor SPARK has deployed \$6.33 million in grants to 990 companies registered in Washtenaw County.**

# COVID Small Business Grants – Pittsfield Township Grants Awarded

*Includes Michigan Small Business Relief, Restart, and Survival Programs (state grants),  
Washtenaw Emergency Relief Fund, and Pittsfield Township Grants (local grants)*

Company Name/DBA	Grant Program
4 stars Limo Service, LLC	Michigan Small Business Survival Program
4 stars Limo Service, LLC	Washtenaw Emergency Relief Fund
54th Group LLC	Pittsfield Township Grant
A2 BLACK BELT LLC	Michigan Small Business Survival Program
A2 Functional Fitness Inc	Washtenaw Emergency Relief Fund
Advanced Asthma, Allergy and Immunology Care	Pittsfield Township Grant
Aikido Yoshokai Association of North America	Michigan Small Business Survival Program
All Out Fitness Holistic LLC	Michigan Small Business Restart Program
All Out Fitness Holistic LLC	Michigan Small Business Survival Program
Ann Arbor Figure Skating Club	Michigan Small Business Survival Program
Ann Arbor Therapeutic Massage Clinic	Washtenaw Emergency Relief Fund
Applied Fitness Solutions, Inc.	Michigan Small Business Survival Program
ArborMotion	Washtenaw Emergency Relief Fund
ArborWind, LLC	Michigan Small Business Restart Program
Beauty Spot	Pittsfield Township Grant
Bee Present Honey	Washtenaw Emergency Relief Fund
Benton1, LLC	Pittsfield Township Grant
Body Specs	Pittsfield Township Grant
Busybody's Student Laundry	Pittsfield Township Grant
caring dental center	Michigan Small Business Restart Program
Carol Hewitt	Washtenaw Emergency Relief Fund
CAT Inc./ Harvest Moon Café	Michigan Small Business Survival Program
Champion Driving Schools, Inc	Michigan Small Business Restart Program
Champion Driving Schools, Inc	Washtenaw Emergency Relief Fund
Christopher Juillet PLLC	Washtenaw Emergency Relief Fund
Commercial Door Specialties LLC	Washtenaw Emergency Relief Fund
Concourse Group Inc	Michigan Small Business Restart Program
Conklin Agency, Inc.	Washtenaw Emergency Relief Fund
Design and Test Technology Inc.	Pittsfield Township Grant
Domestic Violence Project, Inc./ SafeHouse Center	Michigan Small Business Restart Program
Dorian Deaver LLC	Michigan Small Business Survival Program
Douglas Hock DDS	Michigan Small Business Relief Program
Dreamscapes Salon and Tanning PLLC	Washtenaw Emergency Relief Fund

# COVID Small Business Grants – Pittsfield Township Grants Awarded

*continued*

Company Name/DBA	Grant Program
Eastern Arts Therapeutic Massage PLLC	Michigan Small Business Restart Program
Eastern Arts Therapeutic Massage PLLC	Washtenaw Emergency Relief Fund
Eden Bilingual Childcare LLC	Michigan Small Business Survival Program
Eden Bilingual Childcare LLC	Washtenaw Emergency Relief Fund
Elements Preschool for Natural Learning	Washtenaw Emergency Relief Fund
Farah Franchise LLC/ IHOP 3110	Michigan Small Business Survival Program
GBCT Group LLC	Washtenaw Emergency Relief Fund
Gingerbread House	Michigan Small Business Restart Program
Gingerbread House	Michigan Small Business Survival Program
Global Management Consultants LLC	Michigan Small Business Restart Program
Godaiko Ann Arbor Inc.	Michigan Small Business Restart Program
Godaiko Ann Arbor Inc.	Michigan Small Business Survival Program
Gold Standard Office Cleaning, LLC	Washtenaw Emergency Relief Fund
Gym America, Inc.	Pittsfield Township Grant
Hawk Semiconductor LLC	Michigan Small Business Relief Program
Heavenly Scent Mobile Pet Grooming	Washtenaw Emergency Relief Fund
Helen Stockton, Mother Earth Midwife	Washtenaw Emergency Relief Fund
Izabela Jaworska/ IJ Dance LLF	Michigan Small Business Restart Program
Jafferson Computers, LLC	Michigan Small Business Restart Program
Jafferson Computers, LLC	Washtenaw Emergency Relief Fund
JC DENTAL CLINIC PC	Michigan Small Business Restart Program
JD Janitorial LLC	Michigan Small Business Restart Program
JD Janitorial LLC	Washtenaw Emergency Relief Fund
Josh Sherry Sports Management LLC/ MiLife Sports	Michigan Small Business Survival Program
Joyful Frog Yoga LLC	Washtenaw Emergency Relief Fund
KB Care PLLC/ Prognify Urgent Care	Michigan Small Business Restart Program
KB Care PLLC/ Prognify Urgent Care	Washtenaw Emergency Relief Fund
Kelly's Carpentry & Remodeling LLC	Washtenaw Emergency Relief Fund
Kidopolis LLC	Michigan Small Business Survival Program
Kit Fuller LMSW LLC	Pittsfield Township Grant
Klapp Chiropractic Life Center, P.C.	Washtenaw Emergency Relief Fund
Lily Weightlifting LLC	Washtenaw Emergency Relief Fund
Makerworx LLC DBA Maker Works	Michigan Small Business Relief Program
Massie Homes, LLC	Pittsfield Township Grant

# COVID Small Business Grants – Pittsfield Township Grants Awarded

*continued*

Company Name/DBA	Grant Program
McMillian Enterprises	Washtenaw Emergency Relief Fund
Menchies Frozen Yogurt	Pittsfield Township Grant
Metro Ann Arbor	Michigan Small Business Restart Program
MIWINGS, LLC/ OSCAR'S SPORTS & GRILL	Michigan Small Business Survival Program
MTNC Mixed Martial Arts LLC/ Final Round Training Center	Michigan Small Business Restart Program
MTNC Mixed Martial Arts LLC/ Final Round Training Center	Michigan Small Business Survival Program
MTNC Mixed Martial Arts LLC/ Final Round Training Center	Washtenaw Emergency Relief Fund
Nature Maid LLC	Michigan Small Business Restart Program
Nature Maid LLC	Washtenaw Emergency Relief Fund
Nelson Enterprises LLC dba Handyman Connection of Ann Arbor	Washtenaw Emergency Relief Fund
NEW ARIRANG INC	Michigan Small Business Restart Program
Nick House of Pancakes	Washtenaw Emergency Relief Fund
Nurturing Heart Therapeutic massage	Washtenaw Emergency Relief Fund
NVD LLC/ Style by Aarika Lauryn	Michigan Small Business Restart Program
Owysis Hair Salon LLC	Michigan Small Business Restart Program
Passport Health of Michigan	Washtenaw Emergency Relief Fund
Peniel Enterprise Inc. dba The Maids Ann Arbor	Michigan Small Business Restart Program
PitaExpress	Washtenaw Emergency Relief Fund
PITTSFIELD ROBIN, INC	Michigan Small Business Survival Program
PKMD Media Group, LLC/ Pakmode	Michigan Small Business Restart Program
Prestige Skin Care	Washtenaw Emergency Relief Fund
Pulse 2.0 LLC	Washtenaw Emergency Relief Fund
Quilting Season LLC	Washtenaw Emergency Relief Fund
Randazzo Dance, LLC	Michigan Small Business Survival Program
RED EFFECT ANN ARBOR, LLC	Michigan Small Business Restart Program
Restore Body and Soul LLC	Washtenaw Emergency Relief Fund
Saline Flowerland	Michigan Small Business Survival Program
SALON DE LARA LLC	Michigan Small Business Restart Program
Samaha trucking llc	Michigan Small Business Restart Program
Schmidt's Antiques Inc	Michigan Small Business Survival Program
Schrader Tire and Oil, Inc	Pittsfield Township Grant
Signarama Ann Arbor	Washtenaw Emergency Relief Fund



# COVID Small Business Grants – Pittsfield Township Grants Awarded

*continued*

Company Name/DBA	Grant Program
Sindone Automotive LLC	Michigan Small Business Restart Program
Sissel Bridges	Michigan Small Business Restart Program
Sissel K. Imsland Bridges	Pittsfield Township Grant
Societe Indoor Cycling	Michigan Small Business Restart Program
Sodium Dental	Pittsfield Township Grant
Soothing Spirit Therapeutic Massage LLC	Washtenaw Emergency Relief Fund
Spalyte	Washtenaw Emergency Relief Fund
Still Waters Counseling, LLC	Pittsfield Township Grant
Superior Lawn Care & Snow Removal LLC	Washtenaw Emergency Relief Fund
Tara Santiago Salon	Washtenaw Emergency Relief Fund
TDF II Hauling	Pittsfield Township Grant
TECAT Performance Systems, LLC	Washtenaw Emergency Relief Fund
The OmniMedia Group	Pittsfield Township Grant
The red Hawk	Washtenaw Emergency Relief Fund
The UPS store #5281	Washtenaw Emergency Relief Fund
Thompson Poker LLC	Washtenaw Emergency Relief Fund
Top Nails	Washtenaw Emergency Relief Fund
Univeral management Company	Pittsfield Township Grant
Vaulted Foundations	Washtenaw Emergency Relief Fund
VDV Concessions, LLC	Michigan Small Business Restart Program
Washtenaw Oil Change Inc/ Quality Quick Lube	Michigan Small Business Restart Program
Woolridge Cleaning Associates	Michigan Small Business Survival Program
Y&L cleaning services	Washtenaw Emergency Relief Fund
Zingerman's Coffee Company	Washtenaw Emergency Relief Fund



ANN ARBOR  
**SPARK**

# Contact Details

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734-527-9176



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