

APRIL 23, 1998
AEW 309030
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PAGE 1 OF 2

EXHIBIT A
SOUTHWEST PARCEL
CONSERVATION EASEMENT
PART OF 08-28-151-002

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWN 3 NORTH, RANGE 13 EAST,
MACOMB TOWNSHIP, MACOMB COUNTY, MICHIGAN BEING DESCRIBED AS:

COMMENCING AT THE WEST QUARTER POST OF SECTION 28, THENCE NORTH 00 DEGREES 10 MINUTES 08 SECONDS WEST 824.46 FEET ALONG THE WEST LINE OF SECTION 28; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST 596.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST 317.65 FEET TO AN INTERMEDIATE TRAVERSE LINE ON THE WEST BANK OF THE MIDDLE BRANCH OF THE CLINTON RIVER, SAID INTERMEDIATE TRAVERSE LINE INTENDED TO WITNESS PROPERTY TO THE THREAD OF THE RIVER; THENCE ALONG THE INTERMEDIATE TRAVERSE LINE THE FOLLOWING TWO (2) COURSES, SOUTH 14 DEGREES 25 MINUTES 12 SECONDS EAST 128.23 FEET AND SOUTH 26 DEGREES 04 MINUTES 14 SECONDS EAST 404.35 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS WEST 89.88 FEET; THENCE NORTH 84 DEGREES 53 MINUTES 08 SECONDS WEST 100.80 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS WEST 109.64 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS WEST 56.05 FEET; THENCE NORTH 09 DEGREES 08 MINUTES 04 SECONDS WEST 28.48 FEET; THENCE NORTH 29 DEGREES 48 MINUTES 28 SECONDS WEST 16.47 FEET; THENCE NORTH 48 DEGREES 53 MINUTES 15 SECONDS WEST 67.54 FEET; THENCE NORTH 72 DEGREES 33 MINUTES 46 SECONDS WEST 54.35 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 41 SECONDS WEST 52.92 FEET; THENCE NORTH 30 DEGREES 39 MINUTES 40 SECONDS WEST 46.09 FEET; THENCE NORTH 25 DEGREES 48 MINUTES 14 SECONDS WEST 40.99 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 17 SECONDS WEST 62.84 FEET; THENCE NORTH 13 DEGREES 46 MINUTES 07 SECONDS WEST 40.62 FEET; THENCE NORTH 11 DEGREES 09 MINUTES 46 SECONDS WEST 45.58 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 30 SECONDS WEST 54.21 FEET TO THE POINT OF BEGINNING, CONTAINING 3.9 ACRES, MORE OR LESS TO THE THREAD OF THE RIVER.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ANDERSON, ECKSTEIN AND WESTRICK, INC.

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JUL 29 1998

ENVIRONMENTAL QUALITY
LAND & WATER MANAGEMENT

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CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS



ANDERSON, ECKSTEY AND WESTRICK, INC.
 21301 SCHEINER ROAD
 SHILBY TWP., MICH., 48315

EASEMENT EXHIBIT "B"

PHONE
 (810) 728-1234



€ 22 MILE ROAD

NORTHWEST CORNER SEC. 28
 T.3N., R.13E., MACOMB TWP.,
 MACOMB COUNTY, MICHIGAN

NORTHWEST PARCEL
 CONSERVATION EASEMENT

€ ROMEO PLANK ROAD

MIDDLE BRANCH OF THE
 CLINTON RIVER

PROPOSED
 SUBDIVISION
 PINECREST

WEST QUARTER POST SEC. 28
 T.3N., R.13E., MACOMB TWP.,
 MACOMB COUNTY, MICHIGAN

RECEIVED

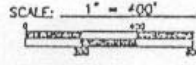
JUL 29 1998

ENVIRONMENTAL QUALITY
 LAND & WATER MANAGEMENT

C0915274 LIBER:08720 PAGE:686 11:01A 03/26/1999
 CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

SEE ATTACHED SHEETS FOR DESCRIPTION

GRANTEE (TO): MICH. DEPT. OF ENVIRONMENTAL QUALITY
 ADDRESS: 38980 SEVEN MILE ROAD
 CITY, ST., & ZIP: LIVONIA, MI 48152
 TWP: MACOMB SEC: 28 COUNTY: MACOMB
 DATE: 4-28-98 DRAWN BY: NAH
 SHEET NO: 2 OF 2 SCALE: 1" = 400'



PARCEL I.D. NO. _____
 GRANTOR (FROM): M. & C. LIMITED OF UTICA
 ADDRESS: 46401 ROMEO PLANK ROAD, SUITE ONE
 CITY, ST., ZIP: MACOMB, MI 48044
 AEW #: 309-038 BOOK #: _____ PLAN #: _____
 EASEMENT #: _____ CONST. PLAN PAGE #: _____
 309-030/DRAWINGS/CERT/ESM

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 CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS



ANDERSON,
ECKSTEIN AND
WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Phone 610/726-1234

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CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

APRIL 23, 1998
AEW 309030
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WETLANDS EAST
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PAGE 1 OF 2

EXHIBIT A
PINECREST SUBDIVISION
CONSERVATION EASEMENT

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWN 3 NORTH, RANGE 13 EAST,
MACOMB TOWNSHIP, MACOMB COUNTY, MICHIGAN BEING DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER POST OF SECTION 28, THENCE SOUTH 89 DEGREES 34 MINUTES 24 SECONDS WEST 132.00 FEET ALONG THE NORTH LINE OF SECTION 28; THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS EAST 660.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 24 SECONDS EAST 132.00 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 28; THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS EAST 2025.29 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 28 TO THE CENTERPOST OF SECTION 28; THENCE SOUTH 89 DEGREES 54 MINUTES 13 SECONDS WEST 1066.31 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 28 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 13 SECONDS WEST 268.03 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 28; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 326.17 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 48 SECONDS WEST 132.55 FEET TO AN INTERMEDIATE TRAVERSE LINE ON THE EAST BANK OF THE MIDDLE BRANCH OF THE CLINTON RIVER, SAID INTERMEDIATE TRAVERSE LINE INTENDED TO WITNESS PROPERTY TO THE THREAD OF THE RIVER; THENCE ALONG THE INTERMEDIATE TRAVERSE LINE THE FOLLOWING SIX (6) COURSES, NORTH 25 DEGREES 27 MINUTES 23 SECONDS WEST 433.59 FEET, NORTH 09 DEGREES 18 MINUTES 52 SECONDS WEST 266.27 FEET, NORTH 04 DEGREES 14 MINUTES 37 SECONDS WEST 526.04 FEET, NORTH 01 DEGREES 57 MINUTES 02 SECONDS EAST 135.81 FEET, NORTH 08 DEGREES 00 MINUTES 54 SECONDS EAST 243.76 FEET AND NORTH 17 DEGREES 50 MINUTES 50 SECONDS WEST 106.31 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 55 SECONDS EAST 360.82 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 05 SECONDS EAST 298.08 FEET; THENCE SOUTH 44 DEGREES 29 MINUTES 09 SECONDS WEST 360.23 FEET; THENCE DUE SOUTH 310.46 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 29 SECONDS EAST 286.01 FEET; THENCE SOUTH 71 DEGREES 54 MINUTES 10 SECONDS EAST 143.33 FEET; THENCE SOUTH 27 DEGREES 45 MINUTES 54 SECONDS EAST 136.37 FEET; THENCE SOUTH 21 DEGREES 44 MINUTES 28 SECONDS WEST 277.47 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 154 DEGREES 29 MINUTES 57 SECONDS, A RADIUS OF 87.00 FEET, AN ARC LENGTH OF 234.60 FEET AND WHOSE CHORD IS SOUTH 55 DEGREES 30 MINUTES 30 SECONDS EAST 169.71 FEET; THENCE NORTH 87 DEGREES 14 MINUTES 32 SECONDS EAST 98.15 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 13 SECONDS EAST 81.46 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 47 SECONDS EAST 465.49 FEET TO THE EAST AND WEST QUARTER LINE OF SECTION 28 TO THE POINT OF BEGINNING. CONTAINING 13.2 ACRES, MORE OR LESS TO THE THREAD OF THE RIVER.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ANDERSON, ECKSTEIN AND WESTRICK, INC.

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JUL 29 1998

ENVIRONMENTAL QUALITY
LAND & WATER MANAGEMENT

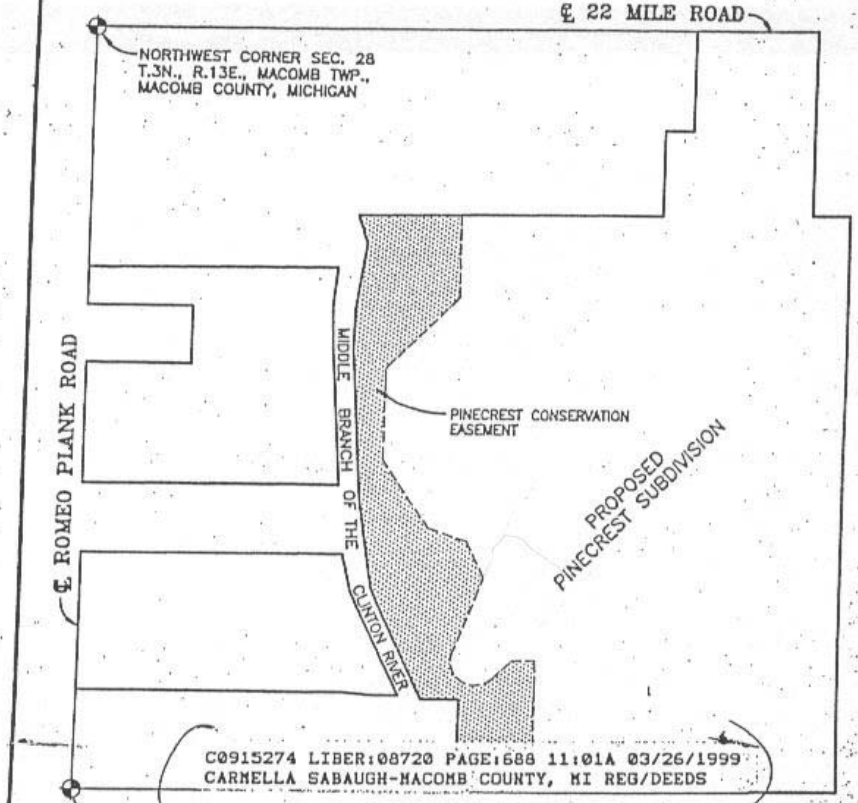
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CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

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 CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

AEW
 ANDERSON, EDGEMAN AND METTRICK, INC.
 51301 SCHROEDER ROAD
 SHELBY TWP., MICH. 48318

**EASEMENT
 EXHIBIT "B"**

PHONE
 (810) 728-1234



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 CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

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JUL 29 1998

ENVIRONMENTAL QUALITY
 LAND & WATER MANAGEMENT

SEE ATTACHED SHEETS FOR DESCRIPTIONS

GRANTEE (TO): MICH. DEPT. OF ENVIRONMENTAL QUALITY
 ADDRESS: 38980 SEVEN MILE ROAD
 CITY, ST., & ZIP: LIVONIA, MI 48152
 TWP: MACOMB SEC: 28 COUNTY: MACOMB
 DATE: 4-28-98 DRAWN BY: NAH
 SHEET NO: 2 OF 2 SCALE: 1" = 400'

PARCEL I.D. NO. _____
 GRANTOR (FROM): M. & C. LIMITED OF UTICA
 ADDRESS: 46401 ROMEO PLANK ROAD, SUITE ONE
 CITY, ST., ZIP: MACOMB, MI 48044
 AEW #: 309-038 BOOK #: _____ PLAN #: _____
 EASEMENT #: _____ CONST. PLAN PAGE #: _____
 309-030/DRAWINGS/CERT/ESMT2





ANDERSON,
ECKSTEIN AND
WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Phone 810/726-1234

APRIL 23, 1998
AEW 309030
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PAGE 1 OF 2

EXHIBIT A
NORTHWEST PARCEL
CONSERVATION EASEMENT
PART OF 08-28-101-007

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWN 3 NORTH, RANGE 13 EAST,
MACOMB TOWNSHIP, MACOMB COUNTY, MICHIGAN BEING DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, THENCE SOUTH 00 DEGREES 10 MINUTES 08 SECONDS EAST 855.40 FEET ALONG THE WEST LINE OF SECTION 28; THENCE NORTH 89 DEGREES 17 MINUTES 55 SECONDS EAST 688.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 17 MINUTES 55 SECONDS EAST 183.34 FEET TO AN INTERMEDIATE TRAVERSE LINE ON THE WEST BANK OF THE MIDDLE BRANCH OF THE CLINTON RIVER, SAID INTERMEDIATE TRAVERSE LINE INTENDED TO WITNESS PROPERTY TO THE THREAD OF THE RIVER; THENCE ALONG THE INTERMEDIATE TRAVERSE LINE THE FOLLOWING THREE (3) COURSES, SOUTH 05 DEGREES 37 MINUTES 43 SECONDS WEST 145.36 FEET, SOUTH 01 DEGREES 55 MINUTES 01 SECONDS EAST 153.09 FEET AND SOUTH 04 DEGREES 17 MINUTES 19 SECONDS EAST 460.15 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 30 SECONDS WEST 225.33 FEET; THENCE NORTH 18 DEGREES 17 MINUTES 12 SECONDS EAST 265.35 FEET; THENCE NORTH 42 DEGREES 43 MINUTES 47 SECONDS WEST 58.75 FEET; THENCE NORTH 11 DEGREES 34 MINUTES 25 SECONDS EAST 15.64 FEET; THENCE NORTH 05 DEGREES 17 MINUTES 46 SECONDS EAST 88.40 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 21 SECONDS EAST 36.86 FEET; THENCE NORTH 04 DEGREES 33 MINUTES 05 SECONDS EAST 48.17 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 30 SECONDS EAST 94.07 FEET; THENCE NORTH 11 DEGREES 11 MINUTES 46 SECONDS WEST 48.51 FEET; THENCE 09 DEGREES 39 MINUTES 35 SECONDS WEST 44.69 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 53 SECONDS WEST 90.45 FEET TO THE POINT OF BEGINNING. CONTAINING 3.3 ACRES, MORE OR LESS TO THE THREAD OF THE RIVER.

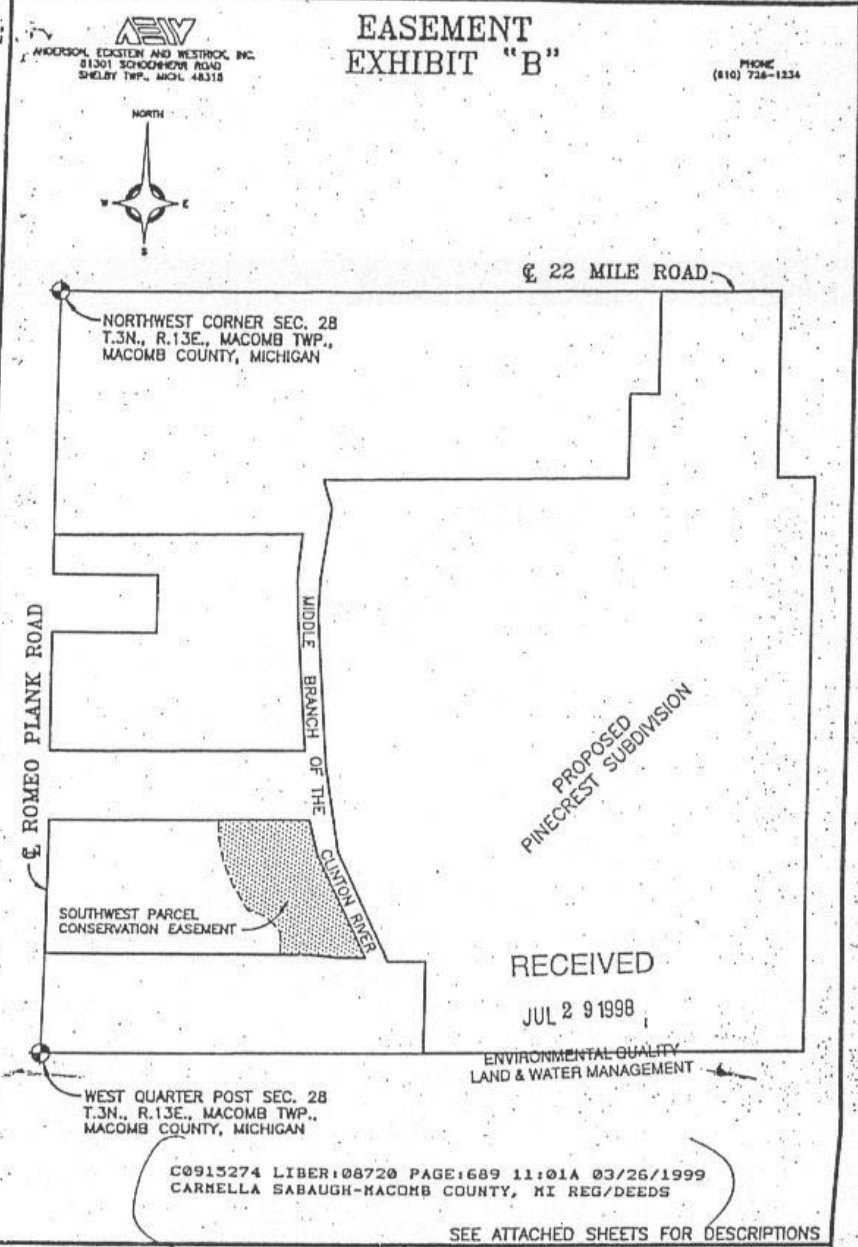
SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ANDERSON, ECKSTEIN AND WESTRICK, INC.

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CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS)

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CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

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 CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS



GRANTEE (TO): MICH. DEPT. OF ENVIRONMENTAL QUALITY	PARCEL I.D. NO. _____
ADDRESS: 38980 SEVEN MILE ROAD	GRANTOR (FROM): M. & C. LIMITED OF VTICA
CITY, ST., & ZIP: LYONIA, MI 48152	ADDRESS: 46401 ROMEO PLANK ROAD, SUITE ONE
TWP: MACOMB SEC: 28 COUNTY: MACOMB	CITY, ST., ZIP: MACOMB, MI 48044
DATE: 4-28-98 DRAWN BY: NAH	AEW #: 309-030 BOOK #: _____ PLAN #: _____
SHEET NO: 2 OF 2 SCALE: 1" = 400'	EASEMENT #: _____ CONST. PLAN PAGE #: _____
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MACOMB COUNTY, MI
CARMELLA SABAUGH, REG/DEEDS

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PINECREST SUBDIVISION, AND PINECREST SUBDIVISION NO. 2 FOR THE PURPOSE OF ANNEXING PINECREST SUBDIVISION NO. 3

M & C Limited of Utica, a Michigan corporation, whose address is 46401 Romeo Plank, Suite 1, Macomb, Michigan 48044 ("Declarant"), being the Declarant of a certain Declaration of Covenants, Easements and Restrictions for Pinecrest Subdivision ("Declaration"), as recorded in Liber 9059, Pages 256 through 291, inclusive, and First Amendment to the Declaration of Covenants, Easements and Restrictions for Pinecrest Subdivision and Pinecrest Subdivision No. 2 as recorded in Liber 9367, Pages 86, through 87, Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Article VIII, Section 4, thereof for the purposes of annexing Pinecrest Subdivision No. 3. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Paragraph A on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph A on page 1 as originally recorded, and Paragraph A on page 1 as originally recorded shall be of no further force or effect.

A. Declarant is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 98, both inclusive, Pinecrest Subdivision, according to the Plat thereof recorded in Liber 136, Pages 27 through 35, of Plats, Macomb County Records (the "Subdivision"); and

Lots 99 through 117, both inclusive, Pinecrest Subdivision No. 2, according to the Plat thereof recorded in Liber 142, Pages 24 through 29, of Plats, Macomb County Records (the "Subdivision").


Lots 118 through 195, both inclusive, Pinecrest Subdivision No. 3, according to the Plat thereof recorded in Liber 142, Pages 33 through 34, of Plats, Macomb County Records (the "Subdivision").

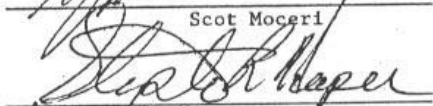
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In all respects, other than as hereinabove indicated, the original Declaration, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 15th day of February, 2000.

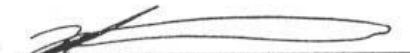
IN THE PRESENCE OF:



Scot Mocerri


Stephen R. Neepser

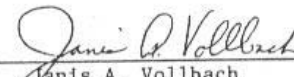
M & C LIMITED OF UTICA,
a Michigan corporation

By: 

Michael A. Chirco
President

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 15th day of February, 2000, by Michael A. Chirco, the President of M & C Limited of Utica, a Michigan corporation, on behalf of it.



Janis A. Vollbach Notary Public
Macomb County, Michigan
My Commission Expires: Sept. 24, 2003

DRAFTED BY AND WHEN
RECORDED RETURN TO:

MARK J. ABDO
ATTORNEY AT LAW
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

JANIS A. VOLLBACH
Notary Public, Macomb County, MI
My Commission Expires Sept. 24, 2003

CONSENT AGREEMENT

This Consent Agreement ("Agreement") is entered into this 2nd day of June, 1998, by and between M & C, LIMITED OF UTICA, a Michigan corporation ("M & C"), and the STATE OF MICHIGAN, Department of Environmental Quality ("Department").

Whereas, on March 2, 1989, the Department issued a notice of violation (the "Notice") to M & C in connection with unauthorized activities occurring within regulated wetlands located within Brentwood Farms Subdivision Nos. 2, 3, 4, and 5, located in the Township of Macomb, Macomb County, Michigan ("Brentwood"); and

Whereas, the notice required all unauthorized activities in Brentwood cease and desist; and

Whereas, M & C is the owner of a certain parcel of land located in the Township of Macomb, Macomb County, Michigan, as is more particularly described on Exhibit A attached hereto and made a part hereof (the "Remediation Property"); and

Whereas, M & C has completed the development of Brentwood and desires to resolve the prior violation in Brentwood; and

Whereas, the Department and M & C desire to have wetland areas created on the Remediation Property in exchange for the curing of the Notice and the removal of the cease and desist order.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties acknowledge that prior to disturbance, portions of Brentwood contained wetlands regulated by the State of Michigan. Approximately 19 acres of regulated wetlands have been determined to be present in Brentwood.
2. The regulated wetlands in Brentwood shall be mitigated at the Remediation Property, which is an off site location. *(S) 6-8-98*
3. M & C shall create ~~20.74~~ *14.80* acres of wetlands at the Remediation Property in accordance with the mitigation plan attached hereto as Exhibit A and made a part hereof (the "Mitigation Plan"). *6-5-98*
4. The Department shall vacate the cease and desist order regarding the Property and will not otherwise disrupt the development of Brentwood. Upon execution of this Agreement by the Department, this Agreement shall constitute and stand in lieu of any and all permits required under Part 303, Wetland Protection of the National Resource and Environmental Protection Act, 1994 PA 451, as amended (formally known as the Goemaere Anderson Wetland Protection Act, herein after the "Wetland Act") for the activities identified in the Mitigation Plan and work that has occurred in Brentwood.

5. M & C shall be responsible for monitoring the wetland mitigation on the Remediation Property for a period of five (5) years following the construction and planting of the mitigation work. The monitoring shall be completed by a qualified wetland consultant. A complete assessment of the wetlands development shall be made annually and M & C shall provide the Department with annual reports no later than December 31 of each year. Utilizing recognized and established scientific procedures, the annual monitoring reports shall, at a minimum, include:

(a) A measure of the percent cover of wetland vegetation species (using U. S. Department of Interior, Fish and Wildlife Service's list of wetland plant species) versus upland plant species;

(b) A measure of vegetation diversity;

(c) A description of vegetative community structure;

(d) A description of animal community structure;

(e) A record and description of hydrologic development including characterization of water regimes, measurements of depths, periods and degree of inundation (flooding), saturation zones, etc.;

(f) A written summary of wetland development shall be provided and shall compare data gathered in the current monitoring year with data of all previous monitoring years;

(g) A photographic history of all new wetland construction work and development shall be kept and submitted with the annual report. The photographic record shall visually document all phases of the mitigation.

6. Should the wetland mitigation and enhancement fail to establish after two (2) complete growing seasons or fail to satisfactorily progress to a self-sustaining wetland system as designated, M & C shall:

(a) Assess the problem and probable causes;

(b) Develop reasonable and necessary corrective measures as a revision to the original plan;

(c) Submit a copy of the proposed corrective measures to the Department for review;

(d) Upon Department approval, immediately implement and complete the corrective measures.

7. M & C agrees to initiate construction of the wetland mitigation concurrent with any additional work on the parcel of land located which is more particularly described on Exhibit B attached hereto and made a part hereof (the "Pinecrest Property"). M & C further agrees to initiate construction of the wetland mitigation no later than June 15, 1998, and the

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CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

grading, establishment of hydrology, and planting of vegetation shall be completed no later than December 1, 1998.

8. M & C shall provide notice to the Department of the following activities:

(a) Commencement of initial grading of the mitigation; and

(b) Completion of the mitigation identified in the Mitigation Plan.

9. All notices and/or reports identified within this report shall be submitted to:

The Department of Environmental Quality
Land and Water Management Division
Southeast Michigan District Headquarters
38980 Seven Mile Road
Livonia, Michigan 48152

10. Department staff shall have access to the Remediation Property to determine compliance with this Agreement.

11. With respect to the Remediation Property, M & C shall not conduct any regulated activity within the wetland, except as provided and authorized within the Mitigation Plan, without proper application and issuance of the requisite permit(s) by the Department, except that M & C shall have the right to use and connect to the sedimentation basins being constructed as part of the Mitigation Plan in connection with the development of any parcels of land adjacent to the Remediation Parcel or such sedimentation basins without the requirement of obtaining any further consents, approvals, or permits from the Department.

12. This Agreement does not eliminate the need to acquire other state, federal, and/or local permits as may be required by law.

13. In performing the activities required by this Agreement, M & C shall perform the construction, operation, and maintenance in a manner which will prevent unacceptable impact on water quality.

14. M & C shall place the Remediation Property under a conservation easement in the form thereof attached hereto as Exhibit C and made a part hereof. The executed conservation easement shall be submitted to the Department within thirty (30) days after the date of this Agreement.

15. This Consent Agreement shall be binding upon, inure to the benefit of, and apply to the parties, their successors, assigns, agents, directors, employees, and transferees.

16. This Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Agreement. No change or modification to this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement.

17. The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid unenforceable provisions were omitted.

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CARMELLA SABRAUGH-MACOMB COUNTY, MI REG/DEEDS

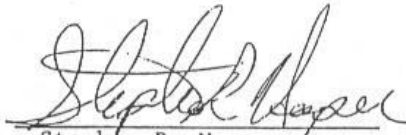
18. This Agreement shall be executed and delivered in the State of Michigan and shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.

19. This Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof.

20. This Agreement supersedes any and all other agreements, either written or oral, between said parties with respect to the subject matter hereof.

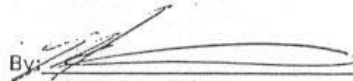
In witness whereof, the parties have duly executed this Consent Agreement as of the day and year first above written.

WITNESSES:


Stephen R. Neeper

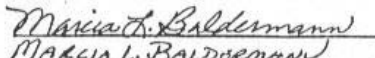

Katherine Hamlin

M & C, LIMITED OF UTICA,
a Michigan corporation

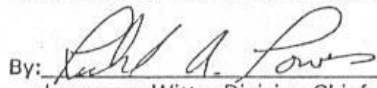
By: 
Michael A. Chirco

Its: President


SUSAN K. THWAITES


MARCIA L. BALDERMANN

MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,
LAND AND WATER MANAGEMENT DIVISION

By: 
Lawrence Witte, Division Chief

Richard A. Powers, ACTING

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CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

28906
LIBER 9367 PAGE 86
02/16/2000 01:27:37 P.M.
MACOMB COUNTY, MI
CARMELLA SABAUGH, REG/DEEDS

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR PINECREST SUBDIVISION
FOR THE PURPOSE OF ANNEXING PINECREST SUBDIVISION NO. 2**

M & C Limited of Utica, a Michigan corporation, whose address is 46401 Romeo Plank, Suite 1, Macomb, Michigan 48044 ("Declarant"), being the Declarant of a certain Declaration of Covenants, Easements and Restrictions for Pinecrest Subdivision ("Declaration"), as recorded in Liber 9059, Pages 256 through 291, inclusive, Macomb County Records, hereby amends the Declaration pursuant to the authority reserved in Article VIII, Section 4, thereof for the purposes of annexing Pinecrest Subdivision No. 2 and adding new Article VIII, Section 10. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

1. Paragraph A on page 1 of the Declaration, as set forth below, shall replace and supersede Paragraph A on page 1 as originally recorded, and Paragraph A on page 1 as originally recorded shall be of no further force or effect.

A. Declarant is the owner of and has developed a certain parcel of land located in Macomb Township, Macomb County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 98, both inclusive, Pinecrest Subdivision, according to the Plat thereof recorded in Liber 136, Pages 27 through 35, of Plats, Macomb County Records (the "Subdivision"); and

Lots 99 through 117, both inclusive, Pinecrest Subdivision No. 2, according to the Plat thereof recorded in Liber 142, Pages 24 through 29, of Plats, Macomb County Records (the "Subdivision").

2. The Declaration is hereby amended by the addition of new Article VIII, Section 10, of the Declaration as set forth below.

NEW ARTICLE VIII, SECTION 10:

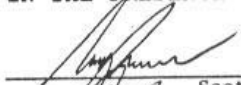
Section 10. Easement Restrictions for the Middle Branch of

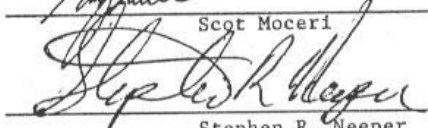
the Clinton River. No fences, swimming pools or other permanent structures may be located within the Middle Branch of the Clinton River Easement (as shown on the recorded plat); provided, however, the Macomb County Drain Commission may issue a special-use permit for the construction of decks in this area. The special-use permit if issued will apply to the applicant only and any subsequent owner must obtain their own permit.

In all respects, other than as hereinabove indicated, the original Declaration, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 15th day of February, 2000.

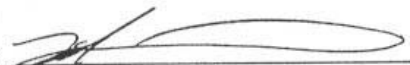
IN THE PRESENCE OF:



Scott Mocerri


Stephen R. Neeper

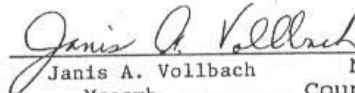
M & C LIMITED OF UTICA,
a Michigan corporation

By: 

Michael A. Chirco
President

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 15th day of February, 2000, by Michael A. Chirco, the President of M & C Limited of Utica, a Michigan corporation, on behalf of it.

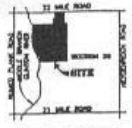


Janis A. Vollbach Notary Public
Macomb County, Michigan
My Commission Expires: Sept. 24, 2003

DRAFTED BY AND WHEN
RECORDED RETURN TO:

JANIS A. VOLLBACH
Notary Public, Macomb County, MI
My Commission Expires Sept. 24, 2003

MARK J. ABDO
ATTORNEY AT LAW
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038



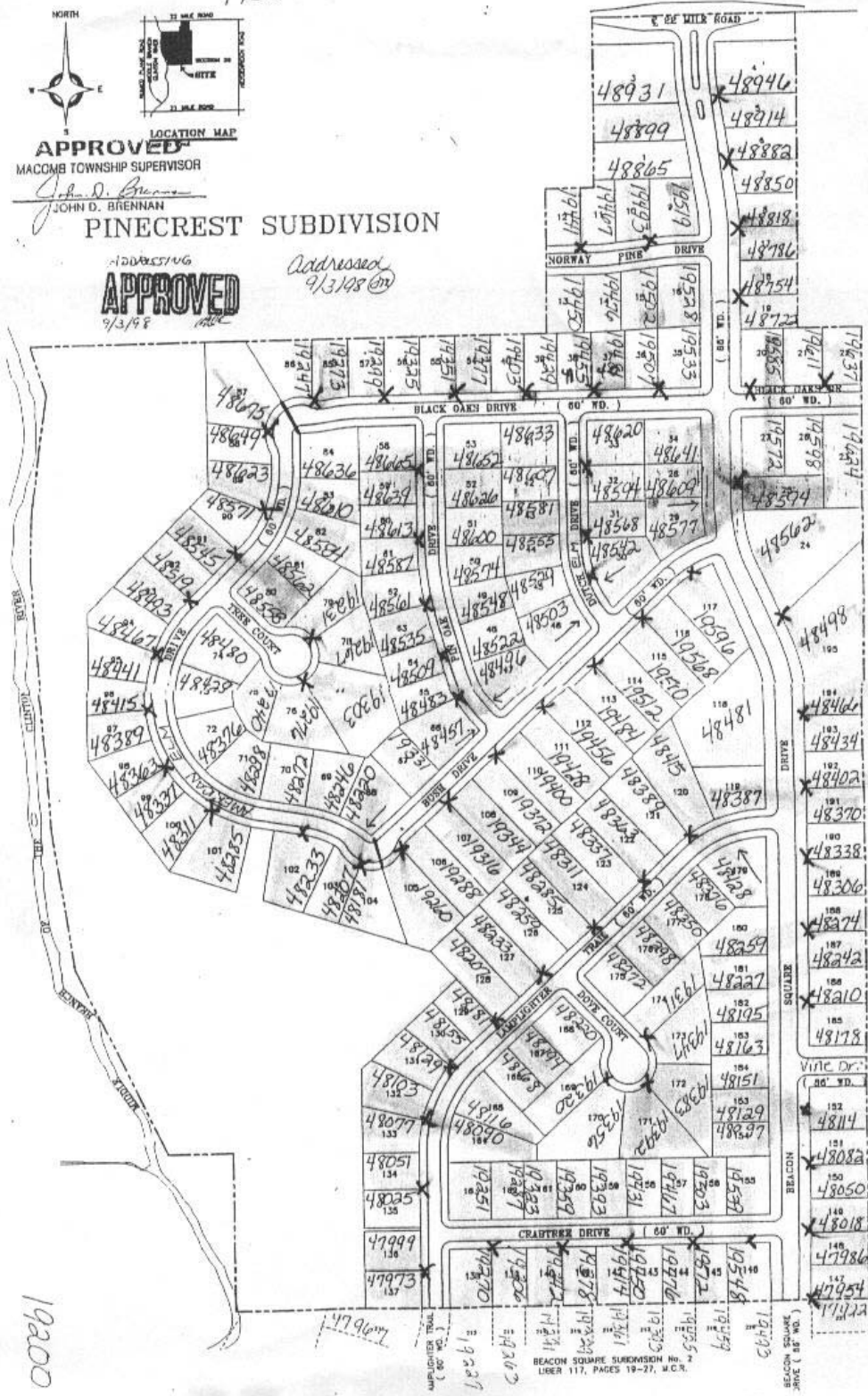
APPROVED
MACOMB TOWNSHIP SUPERVISOR

John D. Brennan
JOHN D. BRENNAN

PINECREST SUBDIVISION

APPROVED
9/3/98

Addressed
9/3/98



19200

19700

PINECREST SUBDIVISION
HOMEOWNER ASSOCIATION

Lot # _____ whose address is _____
_____ of Pinecrest Subdivision.

This is to advise you that your request for a _____

has be _____ approved _____ denied.

Date: _____

Pinecrest Homeowners
Association Representative