

# Vacant Land - Development Site

## 3015 Miller Rd, Ann Arbor, MI 48103



Listing ID: 29964507  
Status: Active  
Property Type: Vacant Land For Sale  
Possible Uses: Residential (Single Family)  
Gross Land Area: 20.18 Acres  
Sale Price: \$599,000  
Unit Price: \$29,682 Per Acre  
Sale Terms: Cash to Seller



### Overview/Comments

Secluded wooded property in Scio Township adjacent to the City of Ann Arbor. Ideal for development of several high-end homes. Includes the Botsford Nature Area.

### More Information Online

<http://www.cpix.net/listing/29964507>

### QR Code

Scan this image with your mobile device:



### General Information

Taxing Authority:	Scio Township	Zoning:	R-C
Tax ID/APN:	H-08-24-225-001 & H-08-13-300-022	Sale Terms:	Cash to Seller
Possible Uses:	Residential (Single Family)		

### Area & Location

Property Located Between:	M-14 Freeway & Miller	Highway Access:	Located just west of the M-14 Miller Rd exit.
Largest Nearby Street:	Miller	Airports:	Ann Arbor Airport, Willow Run & Detroit Metro
Feet of Frontage:	75		

**Legal Description** 3015 Miller: Parcel Number: H -08-24-225-001: COM AT THE NW COR OF THE SEC, TH S 87 DEG 12' 30" E 1188.00 FT IN THE N LINE OF THE SEC FOR A PL OF BEG, TH S 87 DEG 12' 30" E 1143.26 FT IN THE N LINE OF THE SEC, TH S 1 DEG 44' W 751.43 FT, TH N 87 DEG 12' 30" W 416.08 FT, TH N 77 DEG 46' W 242.37 FT TH S 11 DEG 06' W 40.40 FT, TH N 87 DEG 12' 30" W 481.90 FT, TH N 1 DEG 43' 30" E 751.43 FT TO PL OF BEG, ALSO BEG AT NE COR OF LOT 85 'DEXTER AVENUE HILLS' A RECORDED PLAT, TH S'LY 9.89 FT IN E LINE OF SAID LOT, TH W'LY TO A POINT IN W LINE OF SAID LOT, TH N 11 DEG 06' E 40.40 FT TO NW COR OF SAID LOT, TH S 77 DEG 46' E 183.03 FT IN N'LY LINE H -08-13-300-022: COM AT SW COR OF SEC 13, TH S 88-37-00 E 1798.26 FT FOR A POB, TH N 38-55-15 E 19.10 FT, TH S 88-37-00 E 420.87 FT, TH N 68-02-30 E 264.51 FT, TH S 51-04-45 E 74.74 FT, TH S 38-55-15 W 70 FT, TH S 51-04-45 E 30.57 FT, TH N 88-37-00 W 716.01 FT TO POB. PT SW 1/4 SEC 13, T2S-R5E, .63 AC.

### Land Related

Topography:	Undulating	Soil Type:	Mixed
Easements:	Preservation	Water Service:	Well
Easements Description:	See attached Conservation and Access Easement Documents.	Sewer Type:	Septic

**Zoning Description** Recreation-Conservation District (R-C). a. Intent. The value to the public of certain areas of the township is derived from the natural condition of these areas. It is recognized by this chapter that the best use of such areas is the development, management and utilization of the natural resource base encouraged, this chapter has established, based upon well-considered plan, this zoning district which is designed to preserve and enhance these natural amenities. It is the intent of this district to permit those uses, buildings and structures which can operate, or be located, in areas of natural amenities in a compatible manner and to prohibit those uses, buildings, or structures which might detract from or injure or destroy these amenities. It is further the intent of this district to permit compatible uses, buildings and structures only at a low density as an added guarantee of compatibility. b. Permitted uses. 1. Public or private forest preserve, nature or wildlife preserve, game refuge, park, or similar recreation areas of low density and which utilize the natural features of the land. 2. Public and private conservation area and structure for the development, protection and conservation of open space, watersheds, water, soil, forest, and wildlife resources. 3. Farms and farming operations. 4. Raising or growing of

plants, trees, shrubs and nursery stock for commercial purposes. 5. Accessory uses subject to the provisions of section 36-93. c. Conditional uses. 1. Single-family dwellings. 2. Public or private camping facility, subject to the standards set forth in section 36-141. 3. Golf course, swim club, and country club house. Golf driving ranges and sale of food, beverages, and recreation equipment shall only be permitted incidental to a permitted principal recreation use. 4. Facilities for toboggans, and cross country skis. 5. Commercial stables, subject to the provisions of section 36-135. 6. Community wastewater utility systems, subject to the provisions of section 36-318.

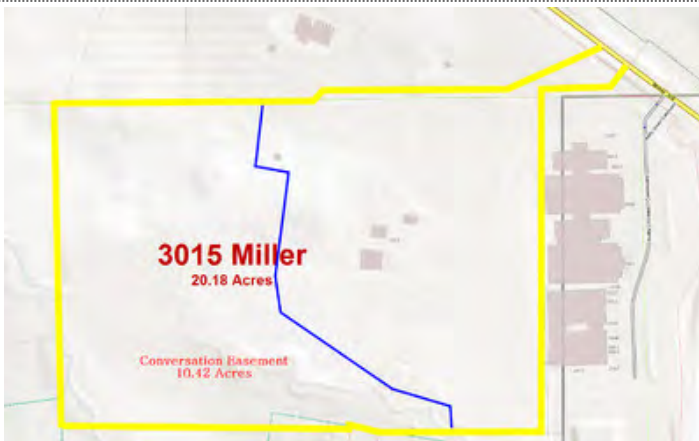
## Location

Address: 3015 Miller Rd, Ann Arbor, MI 48103  
County: Washtenaw

MSA: Ann Arbor  
Submarket: Washtenaw W of 23



## Property Images



Plat Map

## Property Contacts



### James H. Chaconas

Colliers International  
734-769-5005 [0]  
jim.chaconas@colliers.com

2014

Exhibit B

## **Conservation and Access Easement Documents**

## **CONSERVATION AND ACCESS EASEMENT**

**EFFECTIVE DATE:** \_\_\_\_\_, 2009

**GRANTOR:** Donald T. Botsford, Trustee of the Donald T. Botsford Trust, dated  
August 16, 2005  
P.O. Box 1929  
Ann Arbor MI 48106

**GRANTEE:** Scio Township, a Michigan municipal corporation ("**Township**")  
827 N. Zeeb Rd.  
Ann Arbor MI 48103  
ATTN: Township Clerk

**SUCCESSOR  
GRANTEE:** The City of Ann Arbor, a Michigan municipal corporation  
100 N. Fifth Avenue  
Ann Arbor, MI 48104  
ATTN: Community Services Area Administrator

**PROPERTY:** Commonly known as 3015 Miller Road, Ann Arbor, MI 48103, Scio Township, Washtenaw County, Michigan, and more particularly described in the attached legal descriptions as **Exhibit A** ("**Conservation Parcel**") and **Exhibit B** ("**Access Parcel**"). Both parcels as described constitute the **Property**.

**PARCEL I.D. No(s):** 08-24-225-001 (part of) ("**Conservation Parcel**") – **Exhibit A**  
08-24-225-001 (part of) and 08-13-300-022 ("**Access Parcel**") - **Exhibit B**

**CONVEYANCE:** 1. Grantor grants and conveys with general warranty to Grantee and Successor Grantee a perpetual conservation easement on the Property legally described on **Exhibit A** for the preservation of open space, natural area and watershed features ("**Conservation Easement**"). The scope, terms

and conditions of this Conservation Easement are set forth in this Conservation and Access Easement ("**Easement**") and mutually agreed upon by Grantee, Successor Grantee, and Grantor.

2. Grantor also grants and conveys with general warranty to Grantee and Successor Grantee a perpetual access easement on the Property legally described on Exhibit B, as set forth in Section D hereof ("Access Easement"). The scope, terms and conditions of this Access Easement are set forth in this Easement and mutually agreed upon by Grantee, Successor Grantee, and Grantor.

**CONSIDERATION:** As consideration for the grants and conveyances made herein, payment has been made to Grantor in the amount of Three Hundred Twelve Thousand Dollars (\$312,000), increased or decreased to reflect closing adjustments and prorations, the receipt and adequacy of which is hereby acknowledged.

**GRANTOR, GRANTEE, AND SUCCESSOR GRANTEE AGREE TO THE FOLLOWING:**

**A. PURPOSES OF THIS EASEMENT AND COMMITMENTS OF GRANTOR, GRANTEE, AND SUCCESSOR GRANTEE:**

1. This Easement is made to assure that the Conservation Parcel will be perpetually preserved in its predominantly open space condition, and that the Access Parcel will provide public access to the Conservation Parcel. The purposes of this Easement are to protect the Conservation Parcel's open space, natural area and watershed features and maintain its use for public recreation and education. Any uses of the Conservation Easement which may impair or interfere with the Conservation Values (defined in Section B below), whether or not specifically identified below, are expressly prohibited.
2. Grantor is committed to preserving the Conservation Values of the Conservation Parcel. Grantor shall confine use of the Conservation Easement to activities consistent with both the express purposes of this Easement and the preservation of the Conservation Values.
3. Grantee and Successor Grantee are qualified to receive and hold this Easement pursuant to Internal Revenue Code ("IRC") §170(h), are committed to preserving the Conservation Values of the Conservation Easement, and are committed to upholding the terms of this Easement.

**B. CONSERVATION VALUES.** The Property possesses natural area, watershed, and open space values of prominent importance to Grantor, Grantee, Successor Grantee, and the public. These values are referred to as the "**Conservation Values**" in this Easement. The Conservation Values include the following:

1. **OPEN SPACE, SCENIC, and PUBLIC ACCESS:**

- a) The opportunity for the public to have access, for educational and recreational purposes, to a wooded natural area, adjacent to the City of Ann Arbor and within the designated greenbelt boundaries adopted in the Ann Arbor City Code for open space preservation.
- b) A scenic landscape and natural character which would be impaired by modification of the Property.
- c) A scenic panorama visible to the public from publicly accessible sites which would be adversely affected by modifications of the natural habitat.
- d) Relief from urban closeness.
- e) Visibility to the public from Miller Road, which will enhance tourism if preserved in its natural state.
- f) Biological integrity of other land in the vicinity which has been modified by intense urbanization, and which is expected to continue.
- g) Acquisition of other valuable property rights on nearby or adjacent properties to expand the Conservation Values.
- h) Protection and preservation of watershed values of the protected Property in perpetuity, including Honey Creek and its tributaries.

2. **BASELINE REPORT.** The specific Conservation Values of the Property are located in an inventory of relevant features of the Property dated as of Closing (“**Baseline Report**”), a copy (ies) of which 1) are on file with Scio Township Clerk and the City of Ann Arbor Clerk, 2) is in the possession of Grantor, and 3) is incorporated herein by this reference as **Exhibit C.**

The Baseline Report consists of twenty- six (26) pages and includes maps, photographs, and other documentation that Grantor, Grantee, and Successor Grantee agree provide an accurate representation of the open space, watershed and natural area features, physical and human-made conditions of the Property as of the Effective Date of this Easement, which is intended to serve as an objective information baseline for monitoring compliance with the terms of the Easement. The Baseline Report was prepared by Grantee or its agents and signed and acknowledged by Grantor, Grantee, and Successor Grantee, establishing the condition of the Property as of the Effective Date of this Easement. The Baseline Report shall be amended, and the amendment executed by all the parties thereto and recorded, when a permit is required for a septic field or water well, and at such other times as appropriate to record substantive alterations in the relevant features of the Property. Grantee may use the Baseline Report in

enforcing provisions of this Easement, but is not limited to the use of the Baseline Report to show a change in conditions.

C. **PUBLIC POLICY:** The Conservation Parcel is preserved pursuant to clearly delineated federal, state and/or local conservation policy and yields a significant public benefit. The following legislation, regulations and policy statements establish relevant public policy:

1. The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52:  
  
"The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety and general welfare of the people. The legislature shall provide for the protection of the air, water and other natural resources of the state from pollution, impairment and destruction."
2. 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.*;
3. Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.35501 *et seq.*; (Legislative Findings § 324.35502);
4. Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.30301 *et seq.*; (Legislative Findings MCL § 324.30302);
5. Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, a.k.a. "Section 404" Clean Water Act.);
6. Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.30101 *et seq.*;
7. Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.36101 *et seq.*;
8. 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);
9. The United States Internal Revenue Code , 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. SS 1.170A-14 *et seq.*, as amended.
10. Grantee has adopted the following documents as policy: Land Preservation Ordinance (2002-05, adopted 2/25/05), Zoning Ordinance (adopted 11/26/03, as



amended), Wetland and Watercourse Protection and Restoration Ordinance (2005-01) and Open Space and Greenway Plan (adopted 10/19/04), as amended from time to time.

11. Successor Grantee has adopted Chapter 42 of The Ann Arbor City Code, which establishes the Greenbelt District and enables Successor Grantee to purchase property, easements, development rights and other interests in land within the district for the purpose of preservation.

D. **ACCESS EASEMENT.** Grantor grants to Grantee and Successor Grantee a perpetual, non-exclusive Access Easement, including rights of ingress, egress, , and pedestrian and vehicular travel over, on and through the parcel of property legally described on Exhibit B ("Access Parcel") for purposes of access to the Conservation Parcel. Grantor understands that the general public will also use the Access Easement, subject to terms and conditions set forth in Sections G.1 and G.8 and the Land Management Plan attached hereto as Exhibit D.

The Access Easement is granted with the understanding that the Access Parcel will be improved in accordance with a separate Participation Agreement between Grantee and Successor Grantee ("**Participation Agreement**") on file with the respective body's Clerk. Grantor agrees to the improvement of the Access Parcel and to cooperate with and execute any necessary authorizations required by local ordinance or regulation in connection with the permitting of the improvement of the Access Parcel. Construction of the improvements and, once improved, the maintenance of the Access Parcel, and the costs of that maintenance, shall be set forth in the Participation Agreement, but at no time shall Grantor be required to incur any costs associated with improvements to or maintenance of the Access Parcel. Each party to this Easement shall be responsible for insuring their respective interest in the Property.

E. **PERMITTED USES BY GRANTOR.** Grantor retains all right, title and interest in and to the Property, except as expressly restricted by this Easement, including, but not limited to:

1. Right to Convey. Grantor retains the right to sell, mortgage, bequeath or donate all or a portion of the Property. Any conveyance will remain subject to the terms of this Easement. All subsequent Grantors, including without limitation any mortgagee taking possession of the Property by foreclosure or deed-in-lieu of foreclosure, will be bound by all obligations in this Easement.
2. Right to Place Signs. Grantor retains the right to place signs on the Property relating to permitted activities as described in this section, or stating one or more of the following items, namely: (a) the name and address of the Property; (b) Grantor's name; (c) that the Property is protected by this Easement; (d) any unauthorized entry or prohibited use; and (e) that the Property is for sale or rent. Such signs shall be subject to the Township's sign ordinance and the format and content of such signs must be consistent with the conservation purposes of this Easement and agreeable to Grantee and Successor Grantee. To maintain the scenic qualities protected by this Easement, any other signs placed on the



Property require prior written approval of Grantee and Successor Grantee.

3. Right to Maintain, Repair and Replace Septic Field. To the extent consistent with this Easement, and in accordance with applicable laws and ordinances, Grantor retains the right subject to prior written approval of Grantee and Successor Grantee to maintain, repair, expand, improve, renovate or replace the septic field, as noted in the Baseline Report. Grantor agrees to take reasonable precautions to minimize to the greatest extent possible the impact of septic field maintenance and repair/replacement activities on the Conservation Parcel. Grantor further agrees to provide written notice, including the proposed work plan and location drawings, of such activities to Grantee as set forth in Section I and not to commence such activities until Grantor receives written approval as set forth above which shall not be unreasonably withheld. Land altered must be restored to its original condition as soon as reasonably possible, but in no event later than six months from the time the alteration occurs.
4. Right to Operate Motorized Vehicles for Maintenance or Repair/Replacement of Septic Field. Grantor retains the right to operate motorized vehicles on the Conservation Parcel, exclusively for the maintenance or repair/replacement of the septic field, as noted in Section 3 above and in the Baseline Report, as long as the use does not adversely affect the Conservation Values. Grantor agrees to take reasonable precautions to minimize to the greatest extent possible the impact of septic field maintenance and repair/replacement activities on the Easement. Grantor agrees to provide Grantee with a copy of the intended routing of motorized vehicles during maintenance or repair/replacement activities as part of the notice provided under Section 3 above, and to provide Grantee an opportunity to comment on the route before the commencement of work. Land altered must be restored to its original condition as soon as reasonably possible, but in no event later than six months from the time the alteration occurs.
5. Right to Lease. Grantor retains the right to lease all or a portion of his ownership interest in the 3015 Miller Road property for purposes consistent with this Easement. Any lease shall be subject to the terms of this Easement, and this Easement shall be incorporated into and attached to any such lease. Notification of lease shall be provided to Grantee and Successor Grantee as specified in Section I below.
6. Recreational Activities. *De minimus* recreational and educational activity is permitted as long as such activity (i) is consistent with the purposes of this Easement, (ii) does not involve the construction of any improvements on the Property, (iii) does not adversely affect the open space, natural area, or watershed features of the Conservation Parcel or otherwise adversely impact the Property, or (iv) is consistent with and does not impair any of the Conservation Values. Grantor may use wood chips to maintain existing trails on the Conservation Parcel.
7. Right to Maintain Registration Book. Grantor may at Grantor's option and expense, maintain a registration book on the Access Parcel, at a location

approved by Grantee and Successor Grantee. Under no circumstances shall either Grantee or Successor Grantee incur any duty to assist with placement, maintenance, monitoring, or enforcement of any such registration book or registration records instituted by Grantor, nor shall Grantee or Successor Grantee incur any liability in connection therewith.

F. **PROHIBITED ACTIONS.** Except as provided in Section E, any activity on, or use of, the Property which is inconsistent with the Purposes of this Easement or which is detrimental to the Conservation Values is expressly prohibited, including, without limitation, the following activities and uses:

1. Division. Any division or subdivision of the Property is prohibited, including subjecting the Property to a condominium or planned unit development. ←
2. Commercial, Industrial, or other Activities. All commercial, retail, manufacturing, or industrial activity, or any other activity inconsistent with the Conservation Values, is prohibited on the Property.
3. Construction of New Structures. The placement or construction of any buildings, roads, driveways, patios, runways, athletic fields, motor cross tracks, golf courses or ranges, commercial airstrips or helicopter pads, ATV tracks, camping accommodations, mobile homes, cell phone towers, commercial wind turbines, or any other structures, paved surfaces or improvements inconsistent with the Conservation Values is prohibited on the Property, except as noted in Sections E-3 and E-4 . SEPTIC FIELDS ?
4. Cutting Vegetation. Any cutting of trees or vegetation on the Property is prohibited, except for activities permitted in the then current Land Management Plan and Sections E-3 and E-4 . ←
5. Land Surface Alteration. Any mining, oil and natural gas exploration or extraction, filling, excavating, dredging or related alteration of the surface of the land is prohibited, including any removal of any substance that must be quarried or removed by methods that will consume or deplete the surface of the land, including, but not limited to, the removal of topsoil, sod, sand, gravel, rock, minerals, peat or other materials, building of roads or changes in the topography of the Property in any manner, except as specifically provided in Section E-3 and E-4.
6. Dumping. Processing, storage, dumping or disposal of liquid or solid waste, refuse or debris on the Property is prohibited, except for properly designed and approved on-site septic systems serving the human occupants of the Property. See Sections E-3 and E-4 above.
7. Watershed Features. Natural water courses, lakes, wetlands or other bodies of water may not be altered.

8. Off-Road Recreational Vehicles. Motorized off-road vehicles, such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles and motorcycles, and non-motorized off-road vehicles, such as, but not limited to mountain or road bicycles, scooters, and skateboards, may not be operated on the Property.
9. Billboards. Billboards are prohibited.
10. New Roads. No new roads, trails or access paths may be constructed except those temporarily necessary for permitted uses under Sections E-3 and E-4. A new road, trail or access path for purposes of this Easement is defined as any road, trail or access path not specifically identified in Exhibit C, Baseline Report,
11. Utilities and Easements. While installation of all new utilities is prohibited, Grantor may maintain existing septic field and lines as long as such maintenance is consistent with the purposes of this Easement, does not adversely affect the Conservation Values of the Conservation Parcel, and the work is performed in a manner that minimizes to the greatest extent possible the adverse impact on soils, waterways, and vegetation as provided in Section E-3 and E-4. Under no circumstance may the topography be altered permanently. All earth movement must occur within a time frame of less than six (6) months, and the topography must be returned to pre-existing conditions in accordance with the Baseline Report, as soon as reasonably possible, but in no event later than six (6) months after commencement of such activity. Grantor must notify Grantee of such activities as set forth in Section I.

G. **RIGHTS OF GRANTEE.** Grantor confers the following rights upon Grantee and Successor Grantee, except as noted otherwise, to maintain the Conservation Values of the Conservation Parcel:

1. Land Management Plan. In order to achieve the purposes of this Easement, Successor Grantee, in consultation with Grantee and Grantor, has developed a **Land Management Plan** for the Property, attached hereto as Exhibit D. All land management activities conducted on the Property by Grantor, Grantee, and/or Successor Grantee shall be in accordance with the then current Land Management Plan.

The Land Management Plan shall, at a minimum

- a) Identify objectives, purposes and location of proposed management practices to protect, enhance, restore and maintain the Conservation Values of the Conservation Parcel, its natural communities, and open space values,
- b) Be approved in writing by Grantee, Successor Grantee, and Grantor prior to implementation, and

- c) Be updated every ten years by amendment, which shall be approved in writing by the then current Grantor, Grantee, and Successor Grantee, if any.

If there is any inconsistency between the terms of the Land Management Plan and this Easement, the Easement shall control.

It is understood that the Land Management Plan is intended as a guidance document for the stewardship of the Easement and is not intended for any other purpose. The authority and discretion to implement the Land Management Plan is given to Successor Grantee, as outlined in Exhibit D.

2. Right to Enter. The right to enter the Property a) during daylight hours to monitor the Conservation Easement or to enforce compliance with, or otherwise exercise its rights under, this Easement, and b) during night time hours, with prior notice, for educational purposes and scientific research.
3. Right to Preserve. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement or detrimental to the Conservation Values of the Property.
4. Right to Require Restoration. The right to require Grantor to restore the areas or features of the Property, which are damaged by a) any activity carried on by Grantor or allowed to carry on by Grantor, either directly or indirectly, which is inconsistent with this Easement or detrimental to the Conservation Values of the Conservation Parcel, or b) maintenance or replacement of septic field, as described in Sections E-3 and E-4.
5. Signs. The right to place signs on the Property which identify the land as protected by this Easement and do not interfere with Grantor's use of the Property. The number and location of any signs are subject to Grantor's reasonable approval and applicable local law and regulation.
6. Right to Review and Approve. Wherever Grantee and/or Successor Grantee is granted the right to review and approve any proposed plan for the use, modification, restoration or exploitation of any portion of the Property or improvements on the Property, such approval shall be granted or denied by both Grantee and Successor Grantee in writing, within ninety (90) days of the date Grantee and Successor Grantee receive from Grantor written notice of the proposed plan, in sufficient detail to allow Grantee and Successor Grantee to properly assess the plan. Grantee and/or Successor Grantee may deny Grantor's request only upon a reasonable determination by the respective party that the proposed plan would be a) inconsistent with the terms of this Easement, the Scio Township Land Preservation Ordinance (as it then exists, or if it does not then exist, on the effective date of this Easement), and the then current Land Management Plan, or b) detrimental to the Conservation Values of the Conservation Parcel.

7. Right to Enforce. Grantee or Successor Grantee has the right to enforce the terms of this 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 effective date of this Easement, as set forth in the Baseline Report. The primary authority and responsibility to enforce the terms of the Easement between Grantee and Successor Grantee shall be set forth in the Participation Agreement.
8. Rights of the Public. The right to allow quiet, non-vehicular use of the Conservation Parcel by the public a) during daylight hours and b) during night time hours, with prior notice to Grantor and subject to then current Land Management Plan, for recreational and educational purposes and scientific research. Such quiet, non-vehicular use shall comprise, without limitation, activities such as hiking, bird-watching, nature study, scientific programs, educational field trips, and similar uses which promote the unique characteristics of the Property and the vegetation and habitat that exist there. There shall be no overnight stays of any kind, including camping, on the Property, and there shall be no fires, bonfires, or campfires of any kind at any time, except for prescribed burns pursuant to the then current Land Management Plan. This provision does not apply to vehicular use of the Access Parcel by the public.

H. **GRANTEE'S REMEDIES.** This section addresses cumulative remedies of Grantee, or Successor Grantee, along with limitations on these remedies.

1. Cumulative Remedies. The following remedies of Grantee are cumulative. Any or all of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

In the event that the Grantee fails to enforce any of the terms of the Easement, the Successor Grantee may, after notice to Grantee and in accordance with the terms of the Easement, exercise its right to enforce the terms of the Easement.

2. Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation by Grantor is threatened, Grantee shall provide written notice to Grantor. The written notice shall identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property, and provide 30 days opportunity to cure and correct the violation.

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

If Grantee determines that this Easement is, or is expected to be, violated, and Grantee's good-faith and reasonable efforts to notify Grantor are unsuccessful, Grantee may pursue its lawful remedies to mitigate or prevent harm to the

Conservation Values without prior notice and without awaiting Grantor's opportunity to cure. Grantor agrees to reimburse all reasonable costs associated with this effort.

3. Failure to Act. If, within thirty (30) days after written notice provided pursuant to Section 2 above, Grantor does not complete corrective measures requested by Grantee, Grantee may bring an action in law or in equity to enforce the terms of the Easement. (Grantee's remedies under this section apply equally in the event of either actual or threatened violations of the terms of this Easement.) In the case of immediate or irreparable harm, or if a Grantor is unable to be notified, Grantee may invoke these same remedies without notification and/or awaiting the expiration of the 30-day period.

Grantor agrees that Grantee's claim for money damages for any violation of the terms of this Easement is inadequate. Grantee 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 Grantor to restore the Property. Grantee's claim for affirmative and prohibitive injunctive relief or specific performance, both prohibitive and mandatory, for a violation of this Easement shall not require proof of actual damage to the Conservation Values.

If the court determines that Grantor has failed to materially comply with this Easement, Grantor shall also reimburse Grantee for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by Grantee.

4. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to eventually enforce the terms of this Easement.
  5. Acts Beyond Grantor's Control. Grantee may not bring an action against Grantor for modifications or damage to the Property resulting from causes beyond Grantor'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 Grantor's well-intentioned action in response to an emergency resulting in changes to the Property. Grantor has no responsibility under this Easement for such unintended modifications or damage to the Property.
- I. **NOTIFICATION PROVISION.** Grantee and Successor Grantee are entitled to written notice not less than ninety (90) days in advance whenever their approval is required under this Easement, unless expressly provided otherwise in this Easement. For purposes of this Easement, notices may be provided to all parties either by personal delivery or by sending a written notice to the party (at the address shown at the top of this Easement, or at last known address of a party) by registered mail or by reputable overnight courier. All notices shall be deemed to have been duly given when hand delivered or when deposited, properly addressed, and registered with the U.S. Postal Service with sufficient pre-paid postage, or when deposited, properly addressed, with a reputable overnight courier.



J. **OWNERSHIP COSTS AND LIABILITIES.** This paragraph allocates certain ownership costs and legal liabilities with respect to the Property among Grantor, Grantee and Successor Grantee.

1. Grantor's Fee Interest. In accepting and executing this Easement, neither Grantee nor Successor Grantee shall have any responsibility or liability for costs or expenses for taxes, insurance, maintenance, repair, replacement or any other obligation solely related to Grantor's fee title to the Property or Grantor's use, occupancy or disposition of the Property as its fee title owner or any portion thereof. This subparagraph is intended to ensure that none of the liabilities attendant on land ownership are inadvertently transferred to Grantee or Successor Grantee under this Easement.
2. General Indemnity. Grantor shall hold harmless, indemnify, and defend Grantee and Successor Grantee from and against all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee and/or Successor Grantee may be subject or incur relating to the Property, which may arise from, but is not limited to, Grantor's acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws. This indemnity shall not extend to any Public Access Claims, which are covered in subparagraph 4 below.
3. Environmental Indemnity. Neither the Grantee nor the Successor Grantee has the right under this Easement, in the 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 (42 U.S.C. 9601 *et seq.*). Grantor shall hold harmless, indemnify, and defend, Grantee and Successor Grantee and each of their, officers, employees, agents, and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee and/or Successor Grantee may be subject or incur relating to the Property, which may arise from any violation of any Environmental Laws. For the purposes of this easement, "Environmental Laws" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority applicable to the Property that regulate or impose standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses,



health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

4. Public Access Liability. It is acknowledged by all parties that the Easement shall be open to the public. Use of any portion of the Easement by members of the general public is at their own risk and Grantor shall post notices to that effect. The Grantor, Grantee or Successor Grantee, by entering into this Easement, do not and shall not assume any duty to or for the benefit of the general public for (i) defects in the location, design, installation, maintenance or repair of the improvements on Property; (ii) any unsafe conditions within or on the Property; or (iii) the failure to inspect for or warn against possible unsafe conditions or to close the Property to public access when unsafe conditions may be present. Successor Grantee will endeavor to maintain and/or repair the Property consistent with the adopted Land Management Plan but has no duty to do so unless and until Successor Grantee receives actual notice by Grantor or Grantee given in accordance with the terms of this Easement of the need to repair an unreasonably dangerous condition in or on the Conservation Parcel or the Access Parcel. If a third party claim for any loss for personal injury or property damage occurring within the Easement ("Public Access Claim") is asserted after the date of the grant of Easement against either Grantor, Grantee, or Successor Grantee, or any or all of them, it is anticipated that each party will assert such defenses as are available to it under applicable law, including governmental immunity where applicable and all available defenses under the recreational trespass provisions of the Michigan Natural Resources and Environmental Protection Act (Parts 731 and 733, MCL § 324.73101 *et seq.* and MCL §324.73302 *et seq.*). The phrase "Public Access Claim" excludes all claims for losses and litigation expenses arising from, relating to or associated with (i) personal injury or property damage occurring prior to the grant of Easement, (ii) activities or uses engaged in by Grantor, its contractors, agents, employees, tenants and invitees or anyone else entering the property by, through or under the express or implied invitation of any of the foregoing; or (iii) structures, facilities and improvements with the Property other than improvements installed by Grantee.

- K. **TITLE WARRANTIES.** Grantor warrants that Grantor has good and marketable fee simple title to the Property and has the right to convey this Easement, and that the Property is free and clear of all encumbrances. Grantor agrees not to place or to permit any third party to place any additional liens, easements, restrictions, claims or encumbrances against the Property following the Effective Date of this Easement that would adversely affect the rights granted under this Easement.
- L. **ENVIRONMENTAL WARRANTIES.** Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations of conditions of the Property.

Grantor warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property. "**Hazardous Materials**" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Moreover, Grantor hereby promises to defend and indemnify Grantee and Successor Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorney's fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Law by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or Successor Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee or Successor Grantee at the Property; provided, however, that Grantee and/or Successor Grantee shall be responsible for any Hazardous Materials contributed after the effective date of this Easement to the Property by Grantee and/or Successor Grantee.

M. **TRANSFER OF THE EASEMENT.** At any time, Grantee may transfer this Easement 1) to Successor Grantee, or 2) upon consent from Grantor, which shall not be unreasonably withheld, to a public agency or non-profit organization, which, at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the IRC.

N. **LIMITATIONS ON TERMINATION OR EXTINGUISHMENT.** This Easement may only be terminated or extinguished by a court of competent jurisdiction upon a request as mutually agreed to by Grantor, Grantee, and Successor Grantee, and after a finding by the court that the conditions or circumstances on or surrounding the Property have changed to such a degree that it has become impossible to fulfill the conservation purposes of the Easement. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor, Grantee, and Successor Grantee shall divide the proceeds from such sale or condemnation (minus any amount attributable to the value of improvements made by Grantor after the effective date of this Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Easement, or any portion thereof, as determined on the date of sale or condemnation or, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement and representing the proportion each municipality contributed to the purchase price of the Easement. Grantor's interest shall be 11.2%; and Grantee's and Successor Grantee's interest shall be 44.4% each. All such proceeds received by Grantee and/or Successor Grantee shall be used by Grantee and/or Successor Grantee in a manner consistent with Grantee's and Successor Grantee's conservation purposes. This section

shall not apply in the event that Successor Grantee, or its assigns, exercise its Right of First Refusal to acquire the Property.

- O. **LIBERAL CONSTRUCTION.** This 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 Protection Act, MCL 324.2140 *et seq.*
- P. **SEVERABILITY.** If any portion of this Easement is determined to be invalid, the remaining provisions will remain in force.
- Q. **EASEMENT AND COVENANT RUNNING WITH THE LAND; SUCCESSORS.** This Easement is a covenant running with the land, and is binding upon, and inures to the benefit of, Grantor, Grantee, and Successor Grantee and their respective successors, transferees, heirs, beneficiaries and assigns and all others having an interest in the Property. All subsequent Grantors of the Property are bound to all provisions of this Easement to the same extent as the current Grantor. This Easement is expressly declared to be enforceable in accordance with its terms regardless of any lack of privity of estate or contract or lack of benefit running to particular land pursuant to the Michigan Natural Resources and Environmental Protection Act, MCL 324.2141, as the same may be amended from time to time.
- R. **SUBORDINATION.** Any mortgage or lien arising before or on the date of this Easement shall be expressly subordinated to the terms of this Easement and such mortgagee shall provide a written subordination agreement in form and substance satisfactory to Grantee and Successor Grantee.
- S. **AMENDMENT.** This Easement may be amended only in writing and executed by Grantor, Grantee, and Successor Grantee, and then, only in accordance with the Scio Township Land Preservation Ordinance, and only if, in the sole and exclusive judgment of Grantee and Successor Grantee, such amendment furthers and is consistent with the purposes of this Easement. No amendment shall affect the perpetual duration of the Easement. Valid reasons for granting an amendment are, without limitation, as follows: (a) clarification of language; (b) relinquishment of retained rights by Grantor; or (c) change in location of a septic field, non-commercial water well, or structure or use. Amendments shall result in no net decrease in the amount of preserved land and shall have no negative impact to the Conservation Values. In order to be effective, any such amendment must also comply with all applicable laws and regulations and be recorded with the Washtenaw County Register of Deeds. Nothing in this paragraph shall require Grantee, Successor Grantee, or Grantor to agree to an amendment.
- T. **TERMINATION OF RIGHTS AND OBLIGATIONS.** All rights and obligations of Grantee, Successor Grantee, and Grantor under this Easement shall terminate upon transfer of such party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.

- U. **MICHIGAN LAW.** This Easement will be construed in accordance with Michigan Law.
- V. **TRANSFER BY GRANTOR.** Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including without limitation a leasehold interest for a term greater than one year, and the interest so transferred shall be subject and subordinate to this Easement. Grantor further agrees to give written notice to Grantee and Successor Grantee of the transfer of any such interest not less than thirty (30) days prior to such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability.
- W. **NO MERGER.** Prior to Grantee obtaining fee title to the Property, Grantee shall transfer this Easement to a qualified state or local government agency or non-profit organization, which at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the IRC.
- X. **RECORDING.** This Easement shall be recorded as soon as possible, in no event later than five (5) days following the Effective Date, in the office of the Register Deeds for Washtenaw County, Michigan, after all required signatures have been affixed hereto. Grantee may re-record this Easement at any time as may be required to preserve its rights in this Easement. Grantee and/or Successor Grantee shall pay the cost of document recording.
- Y. **CONTINGENT RIGHTS OF THE CITY OF ANN ARBOR.** For purposes of this Easement, Grantor, occupant and fee title owner of the Property described herein, and all subsequent owners of all or portion of the Property, will be referred to collectively as "Grantor" throughout this Easement.

For purposes of this Easement, Scio Township, a Michigan municipal corporation, is referred to as Grantee and the City of Ann Arbor, a Michigan municipal corporation, is referred to as Successor Grantee. Nothing in this Easement shall prohibit Grantee from authorizing Successor Grantee, upon notice to Grantor, to act on its behalf in enforcement of any right or exercise of any obligation under this Easement.

Under the terms of this Easement, Successor Grantee, in the event that Grantee terminates, transfers or otherwise divests itself of any right, title or interest in this Easement, shall become primary Grantee with the power to exercise all the rights and responsibilities as provided in this Easement, unless within forty-five days of notice by Grantee of its intent to terminate, transfer or otherwise divest itself of its right, title or interest in this Easement, Successor Grantee provides notice to Grantor and Grantee of its resignation of rights under this Easement. An Affidavit of Resignation of Rights, duly authorized by Successor Grantee's governing body, shall be filed with the Washtenaw County Register of Deeds as evidence of the resignation.

Successor Grantee shall have the right to resign at any time by giving thirty (30) days prior written notice to Grantee and filing an Affidavit of Resignation of Rights duly authorized by Successor Grantee's governing body with the Washtenaw County Register

of Deeds as evidence of the resignation.

Transfer to any other public or non-profit organization under the terms of this Easement may not occur unless Successor Grantee a) has resigned its rights under this Easement as stated above and b) the transfer is mutually agreed to and duly authorized by Successor Grantee's governing body.

This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior writings, discussions or understandings.

**IN WITNESS WHEREOF**, Grantor, Grantee, and Successor Grantee have executed this Easement as of the date above.

**GRANTOR:**

**DONALD T. BOTSFORD TRUST, DATED AUGUST 16, 2005**

By: \_\_\_\_\_  
Donald T. Botsford, Trustee

STATE OF MICHIGAN            )  
  )  
WASHTENAW COUNTY         )

Acknowledged before me on this \_\_\_\_\_ of \_\_\_\_\_, 2009, by Donald T. Botsford, Trustee on behalf of Donald T. Botsford Trust, dated August 16, 2005.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in Washtenaw County, Michigan  
My commission expires: \_\_\_\_\_

**GRANTEE:**

Township of Scio, a Michigan municipal corporation

By: \_\_\_\_\_  
Nancy C. Hedberg, Its Clerk

STATE OF MICHIGAN                    )  
  )  
WASHTENAW COUNTY                    )

Acknowledged before me on this \_\_\_\_\_ of \_\_\_\_\_, 2009, by Nancy C. Hedberg,  
known to me to be the Clerk of Scio Township.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
Acting in Washtenaw County, Michigan  
My commission expires: \_\_\_\_\_

**SUCCESSOR GRANTEE:**

City of Ann Arbor, a Michigan municipal corporation

By: \_\_\_\_\_  
      Marcia Higgins, Mayor Pro Tem

By: \_\_\_\_\_  
      Jacqueline Beaudry, Clerk

STATE OF MICHIGAN                    )  
  )  
WASHTENAW COUNTY                    )

Acknowledged before me on this \_\_\_\_\_ of \_\_\_\_\_, 2009, by  
Marcia Higgins, Mayor Pro Tem and Jacqueline Beaudry, City Clerk for the City of Ann Arbor  
on behalf of the City of Ann Arbor.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
Acting in Washtenaw County, Michigan  
My commission expires: \_\_\_\_\_

**PREPARED BY:**  
Leslie R. Desmond, 3600 Tubbs Road, Ann Arbor, MI 48103

**AFTER RECORDING SEND TO:**  
Scio Township Clerk, 827 N. Zeeb Rd., Ann Arbor MI, 48103.

Tax Parcel ID #: #08-24-225-001 (part of); #08-13-300-022 (part of)

## **EXHIBIT A**

### **Legal Description of Conservation Parcel**

A parcel of land, for purpose of Conservation Easement, in the Northwest  $\frac{1}{4}$  of Section 24, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan, and being more specifically described as commencing at the Northwest corner of said Section 24; thence North  $89^{\circ}20'22''$  East 1188.00 feet along the North line of said Section 24 for the Point of Beginning of this Easement description; thence continuing North  $89^{\circ}20'22''$  East 529.48 feet along the North line of said Section 24; thence South  $02^{\circ}40'04''$  West 157.00 feet; thence South  $85^{\circ}25'44''$  East 72.00 feet; thence South  $07^{\circ}26'06''$  West 260.00 feet; thence South  $12^{\circ}28'11''$  East 90.00 feet; thence South  $51^{\circ}59'35''$  East 220.72 feet; thence South  $55^{\circ}56'14''$  East 69.00 feet; thence South  $84^{\circ}30'12''$  East 110.00 feet; thence South  $00^{\circ}39'38''$  East 53.62 feet; thence South  $89^{\circ}20'22''$  West 171.28 feet to the Northerly line of Dexter Avenue Hills subdivision, a recorded plat, as recorded in Liber 6 of Plats, Page 49, Washtenaw County Records; thence North  $81^{\circ}13'08''$  West 243.44 feet along the Northerly line of said Dexter Avenue Hills subdivision; thence South  $07^{\circ}38'52''$  West 40.36 feet along the Westerly line of said Dexter Avenue Hills Subdivision; thence South  $89^{\circ}20'22''$  West 481.43 feet; thence North  $01^{\circ}41'53''$  West 751.55 feet to the North line of said Section 24 and the Point of Beginning. Containing 10.42 acres of land, more or less. Subject to easements, restrictions and other pertinent instruments of record. Bearings are based on geodetic north.

Tax I.D. #08-24-225-001 (part of)



## **EXHIBIT B**

### **Legal Description of Access Parcel**

A parcel of land, for purposes of ingress and egress, in the Northwest  $\frac{1}{4}$  of Section 24 and the Southwest  $\frac{1}{4}$  of Section 13, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan, and being more specifically described as Commencing at the Northwest corner of said Section 24; thence North  $89^{\circ}20'22''$  East 1717.48 feet along the North line of said Section 24 for the Point of Beginning of this Easement Description; thence continuing North  $89^{\circ}20'22''$  East 80.78 feet along the North line of said Section 24; thence North  $36^{\circ}52'37''$  East 18.92 feet; thence North  $89^{\circ}20'22''$  East 420.64 feet parallel with the North line of said Section 24; thence North  $65^{\circ}59'52''$  East 264.88 feet to the centerline of Miller Road; thence South  $53^{\circ}07'23''$  East 74.74 feet along the centerline of Miller Road; thence South  $36^{\circ}52'37''$  West 70.00 feet; thence South  $53^{\circ}07'23''$  East 31.03 feet parallel with the centerline of Miller Road to the North line of said Section 24; thence South  $89^{\circ}20'22''$  West 183.59 feet along the North line of said Section 24; thence South  $01^{\circ}43'08''$  East 20.00 feet; thence South  $89^{\circ}20'22''$  West 615.32 feet; thence North  $02^{\circ}40'04''$  East 20.03 feet to the North line of said Section 24 and the Point of Beginning. Containing 0.90 acres of land, more or less. Subject to easements, restrictions, and other pertinent instruments of record.

Tax I.D. #08-24-225-001 (part of) and #08-13-300-022

**EXHIBIT C**

**Baseline Report**

## **EXHIBIT D**

### **LAND MANAGEMENT PLAN Botsford Conservation Easement**

September 3, 2008

#### **Introduction**

The conservation easement for the Botsford property in Scio Township requires a land management plan that identifies “objectives, purposes and location of proposed management practices that will be undertaken to protect, enhance, restore and maintain the conservation values of the property, its natural communities and open space values.” The management plan must be approved by the landowner, Scio Township and the City of Ann Arbor prior to implementation, and must be updated every ten years.

The Land Management Plan is divided into two sections: Section I lists the mandatory actions to protect public safety and access. Section II includes actions to maintain the ecological integrity of the property that given the financial and staffing resources the City of Ann Arbor, or its successors or assigns, will make its best effort to undertake.

#### **Purpose**

The purpose of the plan is to maintain the trails along with the high ecological quality and biological diversity of the property. Activities that may be performed to accomplish this purpose include:

##### **Section I**

- Construct and maintain a parking lot
- Erosion control,
- Trail maintenance, and
- Trash removal.

##### **Section II**

- Removal of invasive species,
- Removal of aggressive native woody species,
- Prescribed burning,
- Monitoring of plant and animal populations and other natural features,
- Seed collection and dispersal,
- Placement of animal habitat structures.

#### **Management Activity Objectives and Practices**

##### **Section I**

The following actions are required to be performed by the City of Ann Arbor, or its successors or assigns, as part of the Land Management Plan:

#### Construct and Maintain a Parking Lot

The City will construct and maintain a 2-3 car parking lot to provide access to the Botsford Conservation Easement.

#### Erosion Control

The objectives of erosion control are to prevent soil wash-outs and establish stable vegetated slopes. The erosion-prone areas of the property include the south-facing slopes on the north side of the property, and the intermittent creek channels. The slopes currently appear to be stable, but the creek banks appear to be subject to erosion. As neighboring properties become developed, flow flashiness and peak velocities typically increase, which may require in-stream control measures to prevent bed cutting. The minimum necessary activities should be performed, using on-site materials if possible, to prevent erosion.

#### Trail Maintenance

Maintenance of the existing trails is beneficial to the biological values of the site, by encouraging any necessary foot traffic to occur along established routes, minimizing disturbance of new areas. Trees that fall across the trails should be cut with hand equipment such as chainsaws to maintain access for foot traffic.

#### Trash Removal

The objectives of trash removal are to improve the appearance of the property, and to eliminate items that may be hazardous to wildlife or interfere with the growth of native plants. Trash should be removed as necessary to achieve these objectives.

### **Section II**

Provided that there are the financial and personnel resources, the City of Ann Arbor, or its successors or assigns, will make its best efforts to complete the following tasks:

#### Vegetation Management

Most management activities on the property are expected to involve vegetation. The objectives of vegetation management are to foster the growth and diversity of conservative native species and curb the growth of invasive species, as well as to maintain the current ecological quality of the natural communities on site. Over 80% of the species found on site are native to Michigan. The Floristic Quality Index is over 55, based on a comprehensive list of plants observed from 1994 through 2001. This floristic diversity is remarkable, and should be maintained.

Currently the property is relatively free from invasive species, but this condition may change over time in the absence of management. The native plants on site currently indicate a relatively balanced, diverse, and conservative flora, which could also change over time due to natural mortality or succession in the tree overstory. The following vegetation management activities should be performed in response to these changing conditions as needed to achieve the stated objectives:

**Invasive Species Removal** – To remove competition with native plants for light, water and nutrients, shrubs and trees not native to Michigan should be cut and treated with herbicide to prevent resprouting.

**Native Woody Plant Removal** – When necessary to remove competition with less common

native plants for light, water and nutrients, native Michigan shrubs and trees may be cut and treated with herbicide to prevent resprouting. Possible species and sizes to be removed in selected locations include these trees: red maple, black cherry, and pine (3 inches DBH and smaller), and grey dogwood shrubs.

**Prescribed Burning** – Controlled burning should be employed to kill invasive species and stimulate germination of native species.

**Seed Collection** – Native plant seeds should be collected and re-distributed on site to achieve optimum diversity and native plant cover. Appropriate native plant seeds may be brought to the site from other Ann Arbor parks.

### Monitoring and Natural Features Inventory

The objectives of monitoring and inventory are to obtain biological information to inform management practices, and to track changes as they occur in order to evaluate the effects of management. Permanent monitoring points may be identified with unobtrusive metal tags attached to side-limbs of small trees with wire. At these points, photos may be taken every year to track change, and vegetation monitoring may occur. Meander searches for plants and animals may occur throughout the property. Amphibian inventory is usually conducted at night during the spring, and bird inventory is usually conducted during the early morning, but other than these activities, the remainder of the monitoring work should occur during daylight hours.

### Animal Management

Two kinds of animal management may be desirable:

1. Management to minimize ecological damage due to animal overpopulation.
2. Creation of habitat for desired animals.

In urbanizing areas, largely due to the exclusion of natural predators, excessive depredation by herbivores such as deer, rabbits and groundhogs is a contributing factor to the loss of botanical diversity. Because the diversity of the site is well-documented, changes that may require human intervention are expected to become apparent through monitoring. Animal management should primarily be undertaken if monitoring indicates adverse change. Under those circumstances, the least impactful measures should be employed first. Possible practices for managing herbivore overpopulation include removal of habitat structures, and construction of exclosures around areas of sensitive plants.

Because the site already provides ample animal habitat, any additional habitat creation would primarily occur in response to an opportunity. Possible opportunities could develop as a result of discovery of the use of the site, or a nearby area, by a particular species of butterfly, salamander, songbird, or other species of interest. Placement of habitat structures, or planting of wildlife food species, would only be undertaken with sensitivity to the other resources of the site.

### **Management Locations**

Three zones exist where the management practices described above may occur. Each of these, and their desired condition, is described below.

#### Upland woods

Oak-hickory forest covers most of the hilly terrain on site. Wildflower flora is diverse and dense, with few areas lacking groundcover. The woods provide habitat for wood thrush and scarlet tanager, which both need large forested areas for nesting. Invasive species are a minor component of the overall site vegetation. Management would occur as needed to maintain these conditions.

#### Stream channels

Two small perennial streams are present on the southeast portion of the site. The stream bottom varies from mucky to sandy and gravelly substrate. Stream depth varies from a few inches to a little over a foot. In some locations the stream banks are experiencing minor erosion.

Vegetation along the stream banks varies from native species, to invasive species, to bare ground. The rare small tree wahoo (*Euonymus atropurpurea*) is located along the stream at the western edge of the property. Management would occur to prevent excessive erosion or siltation of the stream bed, to control the growth of invasives along the stream bank, and to foster the growth of rare species.

#### Wetlands

Small wetlands occur along the stream channels where topography is relatively level. These areas occupy a minor part of the site and have less botanical diversity than the uplands, but together with the uplands they contribute to the overall complexity and diversity of the site. Management would occur to control the growth of invasives and foster botanical diversity.

## **Excerpts from Zoning Ordinance**



## **A. Recreation-Conservation District (R-C)**

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**Intent.** The value to the public of certain areas of the Township is derived from the natural condition of these areas. It is recognized by this Ordinance that the best use of such areas is the development, management and utilization of the natural resource base possessed by these areas. In order that this value may be maintained and this use encouraged, this Ordinance has established, based upon well-considered plan, this zoning district which is designed to preserve and enhance these natural amenities. It is the intent of this district to permit those uses, buildings and structures which can operate, or be located, in areas of natural amenities in a compatible manner and to prohibit those uses, buildings, or structures which might detract from or injure or destroy these amenities. It is further the intent of this district to permit compatible uses, buildings and structures only at a low density as an added guarantee of compatibility.

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### **Permitted Uses**

1. Public or private forest preserve, nature or wildlife preserve, game refuge, park, or similar recreation areas of low density and which utilize the natural features of the land.
2. Public and private conservation area and structure for the development, protection and conservation of open space, watersheds, water, soil, forest, and wildlife resources.
3. Farms and farming operations.
4. Raising or growing of plants, trees, shrubs and nursery stock for commercial purposes.
5. Accessory Uses subject to the provisions of Section 5.02.

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### **Conditional Uses**

1. Single-family dwellings.
2. Public or private camping facility, subject to the standards set forth in Section 6.15.
3. Golf course, swim club, and country club house. Golf driving ranges and sale of food, beverages, and recreation equipment shall only be permitted incidental to a permitted principal recreation use.
4. Facilities for toboggans, and cross country skis.
5. Commercial stables, subject to the provisions of Section 6.09.
6. Community Wastewater Utility Systems, subject to the provisions of Section 11.10.

### **C. Estate Residential (E-R)**

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**Intent.** This district is intended to provide for single-family dwellings on large parcels suitable for on-site wells and septic systems. Low density is provided for in this district in order to preserve the rural qualities of the community and to reduce the need for public services. Platting is permitted in this district.

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#### **Permitted Uses**

1. A single-family dwelling.
2. Farms and farming operations.
3. A parcel may be used for the maintenance of animals, not as a part of a farm or farm operation and not for the purpose of remuneration or sale, but incidental to the use of a parcel principally for single-family residential purposes, and further subject to the provisions of Section 6.09.
4. Nature and wildlife preserves.
5. The retail sale of produce in connection with a farm or farm operation, subject to the conditions set forth in Section 6.20 hereof.

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#### **Conditional Uses**

1. Governmental buildings.
2. Day care and group day care homes, subject to the provisions of Section 6.02.
3. Primary, middle and secondary schools.
4. Churches, synagogue, cathedral, mosque, temple or similar building used for religious worship, subject to the provisions of Section 6.10.
5. Neighborhood and community parks.
6. Golf courses, country clubs, and swim clubs, subject to the provisions of Section 6.16.
7. Community Wastewater Utility Systems, subject to the provisions of Section 11.10.

# Section 4.08 Schedule of Regulations

District	Min. Lot Area	Min Lot Width	Max. Lot Cover	Max. Floor Area Cover	Max Height	Min. Yards	Note Requirements
R-C	5 ac.	300'	20%	20%	2.5 Strs. 35' (3)	Front 60' Side 30' Rear 50' C/S 60'	1, 2, 5, 11
A-1	2.5 ac.	200'	10%	20%	2.5 Strs. 35'	Front 50' Side 30' Rear 50' C/S 50'	1, 2, 3, 5
E-R	2.5 ac.	200'	10%	20%	2.5 Strs. 35'	Front 50' Side 30' Rear 50' C/S 50'	1, 2, 5
R-1	1 ac.	150'	20%	20%	2.5 Strs. 35'	Front 50' Side 20' Rear 50' C/S 50'	1, 2, 5
R-2	22,000 s.f.	100'	20%	30%	2.5 Strs. 35'	Front 35' Side 15' Rear 35' C/S 35'	1, 2, 4, 5
R-3	15,000 s.f.	85'	20%	30%	2.5 Strs. 35'	Front 35' Side 15' Rear 35' C/S 35'	1, 2, 4, 5
R-4	10,000 s.f.	70'	20%	30%	2.5 Strs. 35'	Front 35' Side 10' Rear 35' C/S 35'	1, 2, 4, 5
MR-1	1 ac.	150'	20% (25%) <sup>11</sup>	20% (25%) <sup>11</sup>	2.5 Strs. 35'	Front 35' Side 15' 35' Rear 35' C/S 35'	1, 2, 5, 8, 13
MR-2	5 ac.	150'	20% (25%) <sup>11</sup>	20% (25%) <sup>13</sup>	2.5 Strs. 35'	Front 35' Side 15' 35' Rear 35' C/S 35'	1, 2, 5, 8, 13
MR-3	5 ac.	300'	25% (30%) <sup>11</sup>	25% (30%) <sup>11</sup>	2.5 Strs. 35'	Front 50' Side 20' 50' Rear 50' C/S 50'	1, 2, 5, 8, 13
MHP	-	-	-	-	-	-	1, 5, 9, 14

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District	Min. Lot Area	Min Lot Width	Max. Lot Cover	Max. Floor Area Cover	Max Height	Min. Yards	Note Requirements
C-2	1 ac.	150'	15% (20%) <sup>13</sup>	30% (40%) <sup>13</sup>	2.0 Sts. 30'	Front 50' Side 20' Rear 50' C/S 50'	1, 5, 10, 13
C-3	1 ac	150'	15% (20%) <sup>13</sup>	30% (40%) <sup>13</sup>	2.0 Sts. 30'	Front 50' Side 20' Rear 50' C/S 50'	1, 5, 10, 13
C-4	1 ac	150'	15% (20%) <sup>13</sup>	30% (40%) <sup>13</sup>	2.0 Sts. 30'	Front 50' Side 20' Rear 50' C/S 50'	1, 5, 10, 13
O-S	1 ac	150'	15% (20%) <sup>13</sup>	30% (40%) <sup>13</sup>	2.0 Sts. 30'	Front 50' Side 20' Rear 50' C/S 50'	1, 5, 10, 13
I-1	1 ac	150'	20% (25%) <sup>13</sup>	40% (50%) <sup>13</sup>	2.0 Sts. 36'	Front 50' Side 20' Rear 35' C/S 50'	1, 5, 13
I-2	2 ac.	200'	20% (25%) <sup>13</sup>	40% (50%) <sup>13</sup>	2.0 Sts. 36'	Front 50' Side 30' Rear 50' C/S 50'	1, 5, 13
I-3	5 ac.	250'	15% (20%) <sup>13</sup>	15% (40%) <sup>13</sup>	2.0 Sts. 40'	Front 85' Side 50' Rear 50' C/S 85'	1, 5, 13
IRP	1 ac./10 ac.	150'	20% (25%) <sup>13</sup>	40% (50%) <sup>13</sup>	2.0 Sts. 36'	Front 50' Side 20' Rear 35' C/S 50'	5, 6, 13
PUD	-	-	-	-	-	-	5, 12

- c. Vegetated retention areas (bioretention-rainwater garden).

Bioretention systems are a variation of a surface sand filter, where the sand filtration media is replaced with a planted soil bed. Stormwater flows into the bioretention area, ponds on the surface, and gradually infiltrates in the soil bed. These systems are designed to mimic the functions of a natural forest ecosystem for treating stormwater runoff.

- d. Porous pavement.

Porous pavement is a permeable paving surface with an underlying reservoir area that temporarily stores surface runoff before infiltrating it into the soil below.

- e. Rain water cisterns and grey water systems for use of the collected water.

Rain water cisterns are tanks where stormwater runoff from roofs and pavement may be stored to be reused for irrigation, to flush toilets, and other acceptable grey (untreated) water uses.

- f. Constructed Wetlands.

Constructed wetlands are defined as constructed systems explicitly designed to mitigate the storm water quality and quantity impacts associated with development. They do so by temporarily storing storm water runoff in shallow pools that create growing conditions suitable for emergent and riparian wetland plants. The runoff storage, complex microtopography and emergent plants in the stormwater facilities that couple ponds and constructed wetlands together form an ideal system for the removal of urban pollutants.

- g. Infiltration basin, trenches, or dry wells.

Infiltration basins are designed to capture a stormwater volume and infiltrate it into the ground over a period of days. Infiltration basins are almost always placed off-line, and are designed to only intercept a certain volume of runoff. Any excess volume will be bypassed. The basin may or may not be vegetated. Vegetated infiltration systems help to prevent the migration of pollutants and the roots of the plants improve the permeability of the soil.

- h. Filtration systems.

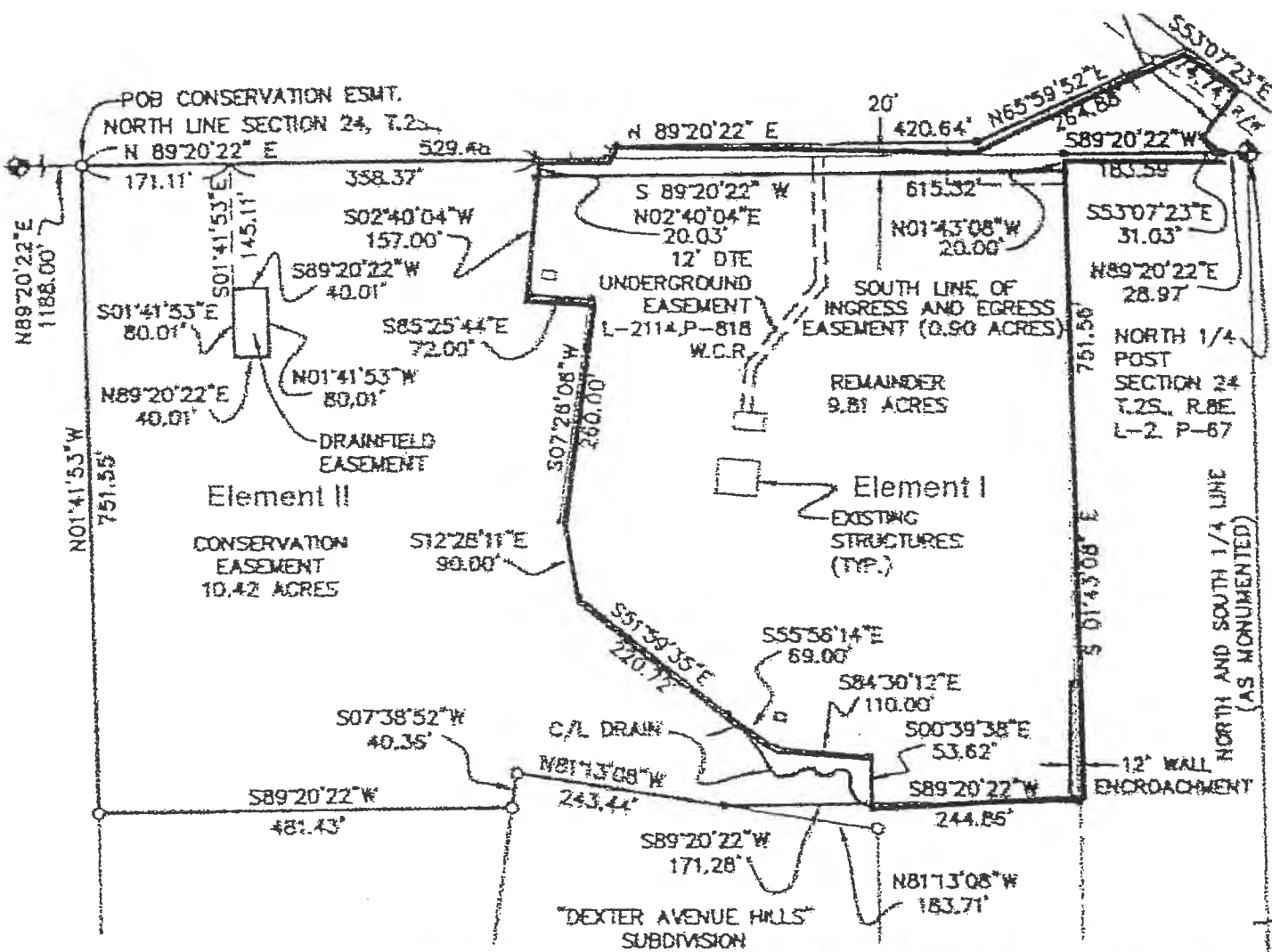
A filtration system is a device that uses a media such sand, gravel, peat or compost to remove a fraction of the constituents (sediment or other particulate contaminants) from stormwater.

- i. Creation of a prairie meadow or savannah landscape covering the open landscape areas on the site.

The creation of a native landscape such as a prairie meadow or savannah can substantially reduce stormwater runoff by slowing its lateral movement, taking up substantial quantities of water, and creating soil conditions that absorb and infiltrate more water.

- h. Reforestation of the open landscape areas on the site (well beyond the minimum requirements of the landscape ordinance).

The creation of a native landscape such as woodland can substantially reduce stormwater runoff by intercepting and slowing the falling precipitation, taking up substantial quantities of water, and creating soil conditions that absorb and infiltrate more water.



Element I Unencumbered 9.81 Acres  
 Element II Conservation + Access: 10.42 Acres, benefiting from ingress/egress easement