

OPEN SPACE PRESERVATION EASEMENT

THIS OPEN SPACE PRESERVATION EASEMENT made this ____ day of ____, 2025 by Toll Northeast V, Corp., a Delaware corporation, whose address is 26200 Town Center Drive, Suite 200, Novi, MI 48375 (hereinafter the "Grantor"), and the Lodi Township, a Michigan municipal corporation, and its successors or assigns, whose address is 3755 Pleasant Lake Road, Ann Arbor, MI 48103 (hereinafter the "Township").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in the Lodi Township, Washtenaw County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for establishment and development of a residential condominium development on the Property which will be known as Arbor Preserve North and South (the "Condominium"), subject to provision of an appropriate easement to permanently protect the remaining woodlands and wetlands, landscaped open space and parks, if any, thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The open space preservation easement areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, which contains a legal description and drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following easement (the "Open Space Preservation Easement"), which shall be binding upon the Grantor, and the Township, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the Township, all Grantors and purchasers of the Property and their respective heirs, successors, assigns and/or transferees. This Open Space Preservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. Seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Open Space Preservation Easement is to preserve the remaining woodlands, remaining wetlands, landscaped open space, and parks, if any. The Easement Area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by permit from the Township, and, if applicable, the Michigan Department of Environment, Great Lakes, and Energy and the appropriate federal agency.
2. Except for and subject to the activities which have been expressly authorized by permit or approved by Township, which have been approved in accordance with the First Amendment to Consent Judgement and Plan for the Project, which First Amendment to Consent Judgement is dated October 30, 2023, and is recorded at Liber 5568, Page 166, Washtenaw County Records, and all applicable laws and ordinances, including construction, installation and maintenance of certain storm water drainage areas, utilities, improvements and grading as shown on the approved final site plan for the Condominium, and installation and maintenance of all approved parks, park improvements, and landscaping, including pathways and access for such purposes, there shall be no disturbance of the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development. Grantor and its successors or assigns reserve the right to amend the Final Site Plan to add certain improvements to the Easement Area upon review and approval by the Township. Grantor and its successors or assigns reserve the right to mow certain areas of the Easement Area as identified in Exhibit C.
3. All areas identified on Exhibit B as Easement Area shall be forever preserved and maintained, in the condition specifically approved by the Township in accordance with the approved final site plan for a Residential Unit Development with respect to the Development.

4. This Open Space Preservation Easement does not grant or convey to Township, or any member of the general public, any right of ownership, possession or use of the Easement Areas, except that, upon reasonable written notice to Grantor, Township and its authorized employees and agents (collectively, "Township's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of this Open Space Preservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Open Space Preservation Easement, and/or in the event of a failure to preserve the Easement Areas in accordance with this Open Space Preservation Easement, the Township may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the Township Board, or such other Commission, body or official delegated by the Township Board, for the purpose of allowing the Grantor to be heard as to why the Township should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Township Board, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not obligation, to enter upon the Easement Area, or cause its agents or contractors to enter upon the Easement Area and perform such maintenance and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the Township and reasonable legal fees incurred by the Township, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the units in the Condominium. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

6. This Open Space Preservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MCL 207.526(a), and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a).

7. Grantor shall state, acknowledge and/or disclose the existence of this Open Space Preservation Easement on legal instruments used to convey any interests in the Property.

8. This instrument shall run with the Property and shall be binding upon and inure to the benefit of the Grantor, Township, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor and Township have executed the Open Space Preservation Easement as of the day and year first above set forth.

(signatures on following page)

GRANTOR

Toll Northeast V Corp., a Delaware corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ of Toll Northeast V Corp., a Delaware corporation.

Notary Public
Washtenaw County, Michigan
My Commission Expires: _____

(signatures continue on following page)

TOWNSHIP

Lodi Township ,
a Municipal Corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____, on behalf of the Lodi Township , a Municipal Corporation.

Notary Public
Washtenaw County, Michigan
My Commission Expires: _____

EXHIBIT A
Legal Description of Property

EXHIBIT B
Legal Description of Easement Area

EXHIBIT C
Legal Description of Mowed Area