

2 DEC 97 2:52 P.M.

FRANCES L. HOLLOWICK
REGISTER OF DEEDS

LIBER 714 PAGE 306



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 28th day of NOVEMBER A. D., 1997, by and between Gerald J. Deering Trust, Gerald J. Deering, trustee hereinafter referred to as the "Owner" and the Department of Natural Resources for and on behalf of the State of Michigan; WITNESSETH

WHEREAS, the Owner owns real property in the County of Huron, State of Michigan, hereinafter referred to as the "Subject Property," which is described as follows:

NE 1/4 of the SE 1/4 Section 28, T16N R11E, Oliver Township, Huron County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 546, Pages 184 & 185 in the Huron County Register of Deeds Office at 12:17 PM on September 11, 1990.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and

WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and

WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361, Farmland and Open Space Preservation, of the Natural Resource and Environmental protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:

1. This Agreement is made and entered into pursuant to the provisions of Part 361, Farmland and Open Space Preservation, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. (Mineral Rights). The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Natural Resources shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Natural Resources, and the Oliver Township Board.

6. Any other conditions and restrictions on the land as agreed to by the parties that are deemed necessary to preserve the land or appropriate portions of it as farmland. (Negotiable)

7. ~~1997~~ term of this agreement shall be for **Ninety** (**90**) years, commencing on the 1st day of January, **2066**, and ending on the 31st day of December,

8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361, Farmland and Open Space Preservation, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.

9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.

10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

IN WITNESS WHEREOF, the party(ies) have executed this Agreement as of the date above written.

(X) Gerald J. Deering, trustee (X) S. J. W. 382-34-8644
(X) Gerald J. Deering, trustee ssa (X)

11-28-16-11

STATE OF MICHIGAN)
) ss.
COUNTY OF Huron)

LIBER **714** PAGE **307**

Prepared by: Arminda Koch, Chief
REAL ESTATE DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30449
LANSING MI 48909-7949

On this 8th day of NOVEMBER, A.D. 1997, before me, a Notary Public, personally appeared GERALD J. DEERING TRUSTEE to the known to be the same person who executed the foregoing agreement and acknowledged the same to be their own free act and deed.

(X) Joyce M. Susalla
Notary Public

My Commission Expires: 4-17-2000
Signed in the presence of:

Joyce M. Susalla Huron County, Michigan

(X) Gerald J. Deering
GERALD J. DEERING

(X) Michael J. Deering
(Please type or print names of witnesses beneath signatures) MICHAEL J. DEERING

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this _____ day of _____, A.D. _____, before me, a Notary Public, personally appeared _____ to me known to be the same person who executed the foregoing agreement and acknowledged the same to be _____ own free act and deed.

(X) _____

My Commission Expires: _____
Signed in the presence of:

Notary Public
County, Michigan

(X) _____

(X) _____

(Please type or print names of witnesses beneath signatures)

\$ 9.00 FARMLAND AGREEMENT
\$ 2.00 N SSR

SPACE BELOW FOR DEPARTMENT USE ONLY

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

By Richard A. Harlow
Richard A. Harlow, Unit Chief, Farmland and Open Space
Preservation Unit, Real Estate Division

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 20th day of November, A.D. 1997, before me, a Notary Public in and for said County personally appeared Richard A. Harlow, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act and deed of the Department of Natural Resources for the State of Michigan in whose behalf he acts.

Signed in the presence of:

Katharine McGarry
for Myself
Katharine McGarry
Katharine McGarry

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 1999

2 DEC 97 2:51 P.M.

FRANCES L. HOLLOWICK
REGISTER OF DEEDS

LIBER 714 PAGE 304



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 9th day of November A.D., 1997, by and between Gerald J. Deering Trust, Gerald J. Deering, trustee hereinafter referred to as the "Owner" and the Department of Natural Resources for and on behalf of the State of Michigan; WITNESSETH

WHEREAS, the Owner owns real property in the County of Huron, State of Michigan, hereinafter referred to as the "Subject Property," which is described as follows:

The SE 1/4 of the SE 1/4 Sec 28, T16N R11E, EXC comm at SE cor of Sec 28, th N along E line 907.93 ft to the POB, th W at right angles to E line 312 ft, th N 418.92 ft, th E 312 ft, th S along the E line of sd Sec 28, 418.92 ft to the POB of the exception, ALSO EXC easements and ROW of record, Section 28, T16N R11E, Oliver Township, Huron County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 546, Pages 184 & 185 in the Huron County Register of Deeds Office at 12:17 PM on September 11, 1990.

11-9-82 SS

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and

WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and

WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361, Farmland and Open Space Preservation, of the Natural Resource and Environmental protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:

1. This Agreement is made and entered into pursuant to the provisions of Part 361, Farmland and Open Space Preservation, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. (Mineral Rights). The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Natural Resources shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Natural Resources, and the Oliver Township Board.
6. Any other conditions and restrictions on the land as agreed to by the parties that are deemed necessary to preserve the land or appropriate portions of it as farmland. (Negotiable)

7. The term of this agreement shall be for Ninety (90) years, commencing on the 1st day of January, 1977, and ending on the 31st day of December, 2066

8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361, Farmland and Open Space Preservation, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.

9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.

10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

IN WITNESS WHEREOF, the party(ies) have executed this Agreement as of the date above written.

(X) Gerald J. Deering, trustee ss# (X) SS # 382-54-8644

STATE OF MICHIGAN)
) ss.
COUNTY OF Huron)

Prepared by: Aminda Koch, Chief
REAL ESTATE DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30449
LANSING MI 48909-7949

LIBER **714** PAGE **305**

On this 21st day of NOVEMBER, A.D. 1997, before me, a Notary Public, personally appeared GERALD J. DEERING TRUSTEE to me known to be the same person who executed the foregoing agreement and acknowledged the same to be their own free act and deed.

(X) Joyce M. Susalla
Notary Public
Huron County, Michigan

My Commission Expires: 4-17-2000
Signed in the presence of:

(X) Michael J. Deering
(Please type or print names of witnesses beneath signatures)

(X) Gerald J. Deering
(Please type or print names of witnesses beneath signatures)

(X) Joyce M. Susalla
(Please type or print names of witnesses beneath signatures)

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this _____ day of _____, A.D. _____, before me, a Notary Public, personally appeared _____ to me known to be the same person who executed the foregoing agreement and acknowledged the same to be _____ own free act and deed.

(X) _____

My Commission Expires: _____
Signed in the presence of:

Notary Public
County, Michigan

(X) _____
(Please type or print names of witnesses beneath signatures)

(X) _____
(Please type or print names of witnesses beneath signatures)

\$ 9.00 FARMLAND AGREEMENT
\$ 2.00 NSSR

SPACE BELOW FOR DEPARTMENT USE ONLY

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN
By Richard A. Harlow
Richard A. Harlow, Unit Chief, Farmland and Open Space
Preservation Unit, Real Estate Division

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 20th day of November, A.D. 1997, before me, a Notary Public in and for said County personally appeared Richard A. Harlow, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act and deed of the Department of Natural Resources for the State of Michigan in whose behalf he acts.

Signed in the presence of:
John Mayes
John Mayes
Katharine McGarry
Katharine McGarry

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 1999