



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

DR. TIM BORING
DIRECTOR

Michigan Agricultural Preservation Fund Board

MEETING AGENDA

December 3, 2025 - 1:00PM – 3:00PM

Michigan Department of Agriculture and Rural Development
Deborah A. Stabenow Building, 6th Floor South
Douglas Houghton Conference Room
525 W. Allegan Street
Lansing, Michigan 48909

Public Comment/Attendance

Dial: 248-509-0316; Conference ID: 826 577 688#

Microsoft Teams: Meeting ID: 256 644 137 322; Passcode: WSFrHN

- | | |
|--|-------------|
| 1. Call to Order | |
| 2. Roll Call | |
| 3. Approval of Agenda | Action |
| 4. Approval of April 23, 2025, Meeting Minutes | Action |
| 5. Director's Update | Information |
| 6. Public Comment on Agenda* | |
| 7. Legislative Updates | Information |
| 8. 2026 Proposed Meeting Schedule | Action |
| 9. Funding Update | Information |
| 10. Open Grants Update | Information |
| 11. Advisory Work Group Update (proposed policy updates) | Information |
| 12. Updated Policy Document Approval | Action |
| 13. FY 2026 APFB Grant Application | Information |
| 14. Open Public Comment* | |
| 15. Adjournment | Action |

* Individuals wishing to address the Board will be requested to limit their remarks to two minutes for their presentation. Documents distributed at the meeting will be considered public documents and are subject to provisions of the Freedom of Information Act. The public comment time provides the public an opportunity to speak; the Board will not necessarily respond to the public comment.

If any accommodations are needed, please contact John Krohn at 517-243-7949 or KrohnJ@michigan.gov. Requests should be made as soon as possible but at least one week prior to the scheduled meeting.

MICHIGAN AGRICULTURAL PRESERVATION FUND BOARD

April 23, 2025 – 1:00 p.m.

Michigan Department of Agriculture and Rural Development
Constitution Hall, Atrium Level South
ConCon Room
525 W. Allegan Street
Lansing, Michigan 48909

Public Comment/Attendance: 248-509-0316; Conf. ID: 964 158 596#
Microsoft Teams Meeting ID: 297 099 152 837 and Passcode: TxKwtn

MEETING MINUTES

STAFF PRESENT:

Jamie Zmitko-Somers, Bureau Director, Agriculture Development Bureau
Stevie Glaspie, Producer Services Division Director, Agricultural Development Bureau
Chip Kraus, Program Manager, Farmland and Open Space Preservation
John Krohn, Easement Analyst, Farmland and Open Space Preservation

Call to Order

The Michigan Agriculture Preservation Fund Board (APFB) meeting was called to order at 1:00 p.m. by Chair Boring.

Roll Call

Present: Chair Tim Boring, Member Stephen Shine, Member Gregory Thon, Member Mary Ann Heidemann, Member Brian Bourdages, Member Remy Long, Member Gwyn Atkinson-Lewis

Absent: none

Approval of Agenda

Chair Boring requested a motion to approve the proposed meeting agenda

MOTION

Member Shine motioned to approve the agenda. The motion was seconded by Member Thon. Motion carried with no abstentions.

Approval of December 4, 2024, Meeting Minutes

Chair Boring requested a motion to approve the proposed meeting minutes from the previous meeting on December 4, 2024.

MOTION

Member Bourdages motioned to approve the December 4, 2024, meeting minutes, as presented. Motion seconded by Member Atkinson-Lewis. Motion carried with no abstentions.

Director's Update

Chair Boring presented an update to the Board members on the progress being made to resolve an issue with locally purchased agricultural conservation easements on properties subject to a Farmland Development Rights Agreement.

Public Comment on Agenda Items

Public comment was held.

Funding Update

Chip Kraus (MDARD) presented a budget update for the Agricultural Preservation Fund.

Open Grants Update

John Krohn (MDARD) presented the status of open grants.

Fiscal Year 2025 Determination of Grant Awards

John Krohn (MDARD) presented the results of the Joint Evaluation Committee's recommendations for FY25 APFB Grant awards.

MOTION

Member Shine motioned to accept the recommendations for FY25 APFB Grant awards to Washtenaw County, Dexter Township, Ottawa County, Berrien County, Macomb County, and Northfield Township. Motion seconded by Member Bourdages. Motion carried with no abstentions.

Qualified Local Ag Preservation Program Outreach

John Krohn (MDARD) presented on program outreach efforts.

Public Comment

Public comment was held.

Adjourn

MOTION

Member Bourdages motioned to adjourn the meeting. Motion seconded by Member Shine. Motion carried with no abstentions.

The meeting was adjourned at 2:07 PM.



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STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

DR. TIM BORING
DIRECTOR

Michigan Agricultural Preservation Fund Board
Proposed 2026 Meeting Schedule

April 15, 2026 1:00 p.m.	Michigan Department of Agriculture and Rural Development Deborah A. Stabenow Building 525 W. Allegan Street Lansing, MI 48909 Option to join via remote technology: Dial by telephone: TBD ; Conf. ID: TBD
December 2, 2026 1:00 p.m.	Michigan Department of Agriculture and Rural Development Deborah A. Stabenow Building 525 W. Allegan Street Lansing, MI 48909 Option to join via remote technology: Dial by telephone: TBD, Conf. ID: TBD

Those needing accommodations for effective participation in the meeting should contact the Michigan Department of Agriculture and Rural Development at 517-294-2298. Please request mobility, visual, hearing, or other assistance at least 24 hours before the meeting.

Michigan Department of Agriculture and Rural Development Fund Report Fund 1206 Ag Preservation

	Fiscal Year				
	2024	2025*	2026**	2027**	2028**
Beginning Balance	\$ 7,978,940	\$ 9,142,620	\$ 10,868,446	\$ 11,068,446	\$ 11,268,446
Revenue	\$ 3,801,985	\$ 3,954,786	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000
Expenditures - Admin	\$ (1,201,900)	\$ (1,291,330)	\$ (1,400,000)	\$ (1,400,000)	\$ (1,400,000)
Expenditures - Grants	\$ (1,436,405)	\$ (937,631)	\$ (1,900,000)	\$ (1,900,000)	\$ (1,900,000)
End Balance	\$ 9,142,620	\$ 10,868,446	\$ 11,068,446	\$ 11,268,446	\$ 11,468,446
Grant Carry Forward	\$ (3,294,610)	\$ (2,911,948)	\$ (2,911,948)	\$ (2,911,948)	\$ (2,911,948)
Unobligated Balance	\$ 5,848,011	\$ 7,956,498	\$ 8,156,498	\$ 8,356,498	\$ 8,556,498
Total Grant Budget Awarded	\$ 1,436,405	\$ 1,900,000	\$ 1,900,000	\$ 1,900,000	\$ 1,900,000

Notes:

*Fiscal year 2025 is preliminary and subject to change for year end auditing.

**Fiscal year 2026 and forward are projected.

Open Ag Preservation Grants as of 10-29-25

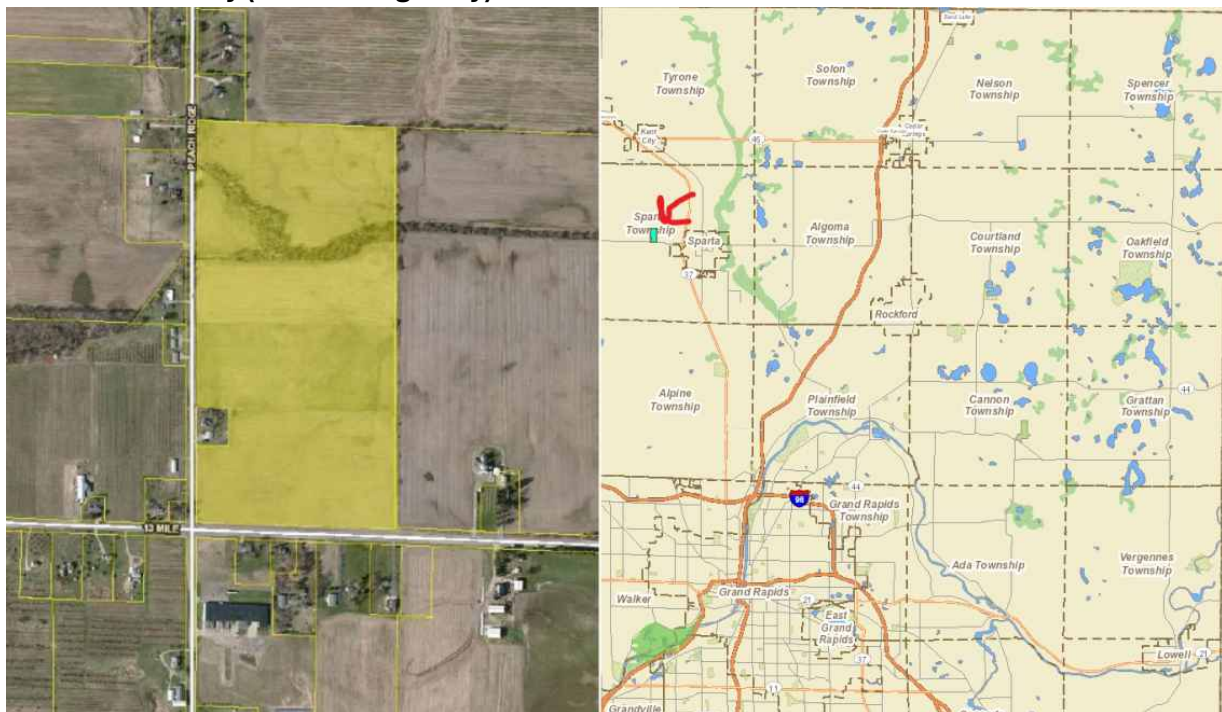
Grant Type	Vendor	Beginning Date	End Date	Original Amount	Open Amount
Ag Preservation FY2022	Kent County (Bradford/Anderson)	3/1/2022	9/30/2026	\$ 182,500.00	\$ 182,500.00
					\$ 182,500.00
Ag Preservation FY2023	Kent County (Bettes/Kingsbury)	3/1/2023	9/30/2027	\$ 217,500.00	\$ 217,500.00
					\$ 217,500.00
Ag Preservation FY2024	Ottawa County (Rasch)	3/1/2024	9/30/2027	\$ 205,971.00	\$ 205,971.00
Ag Preservation FY2024	Dexter Township (Ottoman)	3/1/2024	9/30/2027	\$ 200,000.00	\$ 200,000.00
Ag Preservation FY2024	Scio Township (Hicks)	3/1/2024	9/30/2027	\$ 200,000.00	\$ 200,000.00
Ag Preservation FY2024	Peninsula Township (Kelly)	3/1/2024	9/30/2027	\$ 675,000.00	\$ 675,000.00
Ag Preservation FY2024	Webster Township (Schwarck)	3/1/2024	9/30/2027	\$ 160,229.00	\$ 160,229.00
					\$ 1,441,200.00
Ag Preservation FY2025	Washtenaw County (Weidmayer)	6/1/2025	9/30/2026	\$ 525,600.00	\$ 525,600.00
Ag Preservation FY2025	Ottawa County (Molyneux)	6/1/2025	9/30/2026	\$ 352,149.00	\$ 352,149.00
Ag Preservation FY2025	Dexter Township (Esch)	6/1/2025	9/30/2026	\$ 449,280.00	\$ 449,280.00
Ag Preservation FY2025	Northfield Township (Great Lakes HC LLC)	6/1/2025	9/30/2026	\$ 100,000.00	\$ 100,000.00
Ag Preservation FY2025	Berrien County (Cooper)	6/1/2025	9/30/2026	\$ 250,000.00	\$ 250,000.00
Ag Preservation FY2025	Richmond Township (Kulman)	6/1/2025	9/30/2026	\$ 135,000.00	\$ 135,000.00
					\$ 1,812,029.00

Total of Open Grants: \$ 3,653,229.00

FY22 Kent County (Bradford/Anderson)



FY23 Kent County (Bettes/Kingsbury)



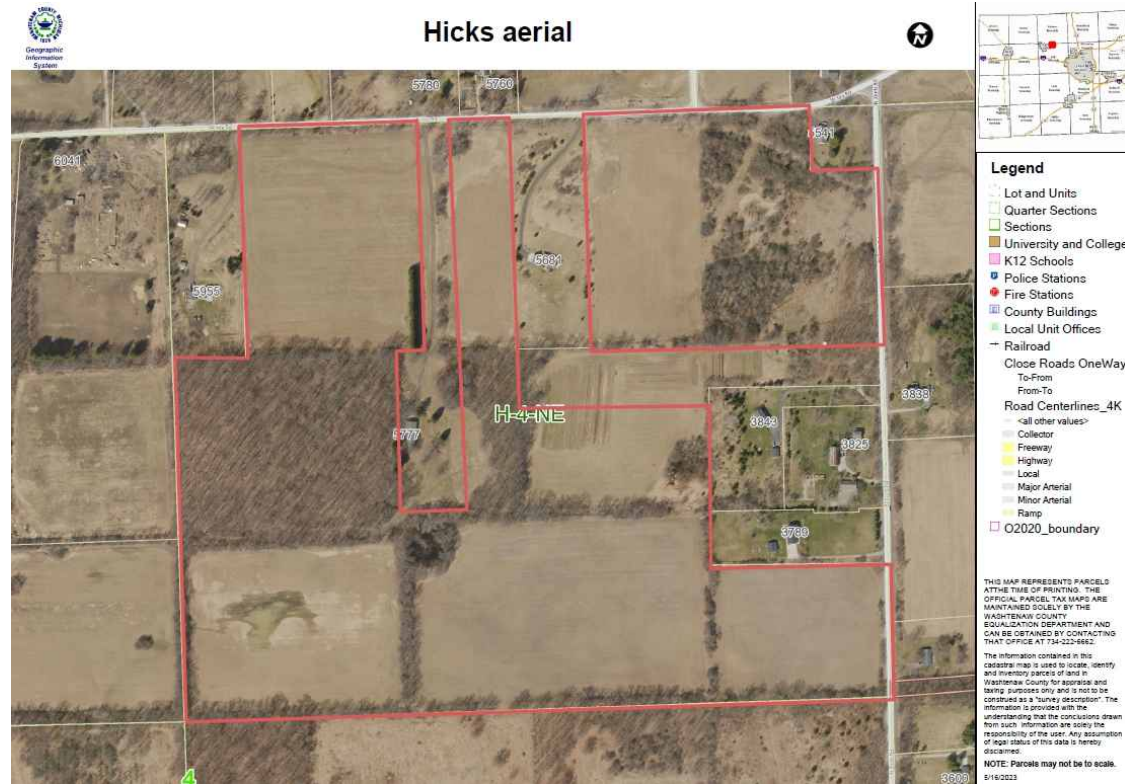
FY24 Ottawa County (Rasch)



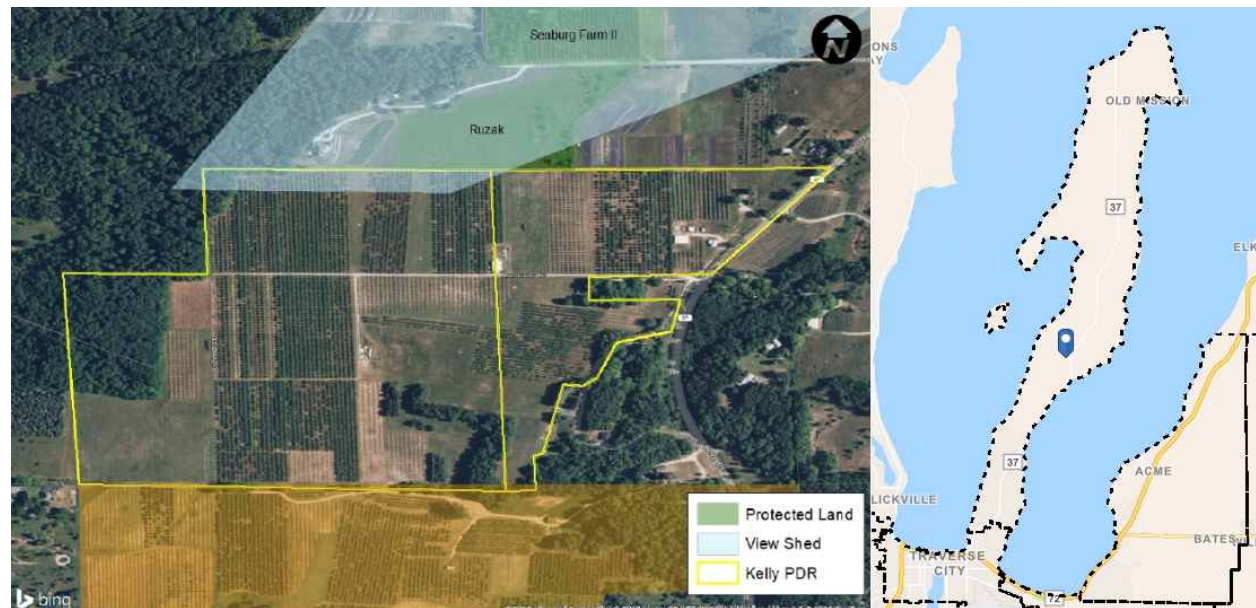
FY24 Dexter Twp (Ottoman)



FY24 Scio Twp (Hicks)



FY24 Peninsula Twp (Kelly)



FY24 Webster Twp – Schwarck



FY25 Washtenaw County - Weidmayer



Prepared by Washtenaw County Parks & Recreation Commission
2020 Aerial Photo



FY25 Ottawa County – Molyneux



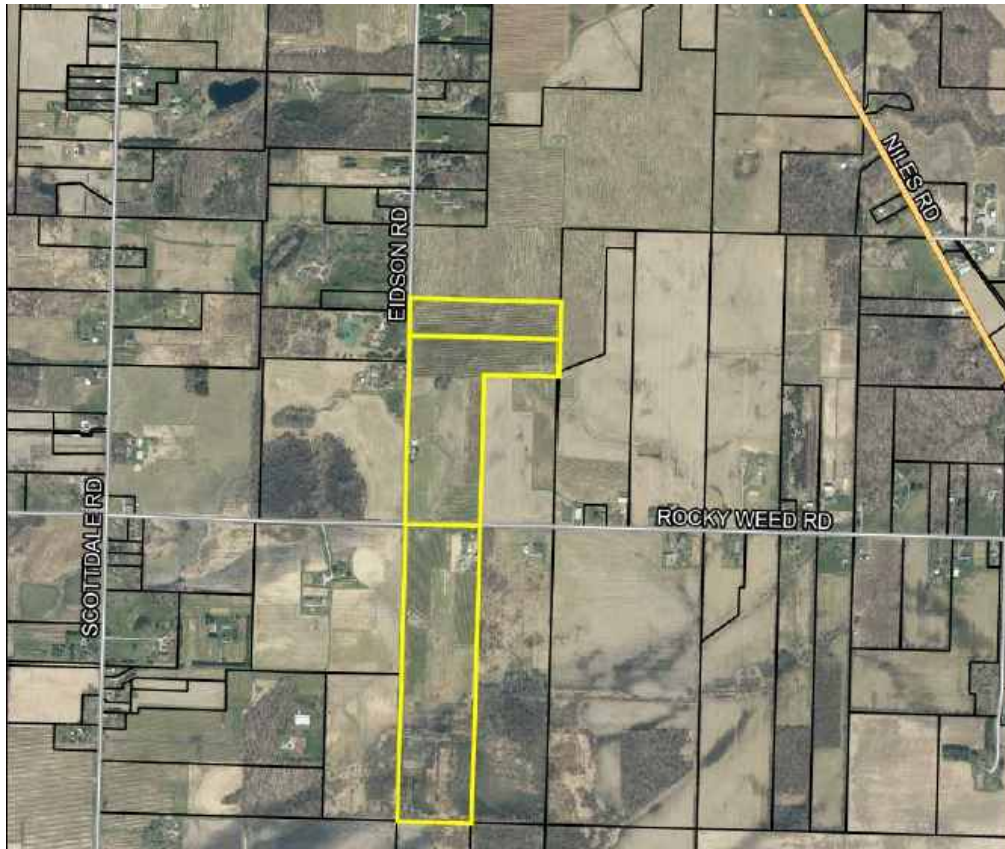
FY25 Dexter Township – Esch



FY25 Northfield Township – Great Lakes HC LLC



FY25 Berrien County – Cooper



Overview



Legend

- Roads**
- Interstate
 - Major Arterial
 - Minor Arterial
 - Roads
 - <all other values>
- Parcels2024
- Lake Michigan

FY25 Richmond Township – Kulman



KROHN, JOHN (MDARD)
SUMMARY OF UPDATES TO BOARD POLICY DOCUMENT 11/12/2025

Page	Change
1	Various non-substantive changes to make the opening paragraph read better, cite relevant statute, etc.
1	To qualify for a grant in the current fiscal year, the local program must be qualified by September 30 of previous fiscal year.
2	Cleaned up language around various types of local programs and cited the Michigan Zoning Enabling Act
3	Established requirement that easement value must be based on a before and after appraisal that is not more than 24 months old.
3	Established requirement that building envelopes & exceptions must be identified in their final form.
3	Established requirement that draft easement shall be included with the application, establishing the minimum restrictive deed terms that the appraisal is based upon.
4	Updated language around multiple applications, to ensure that grant funds are more evenly distributed among local units of government around the state.
4	Updated language around what qualifies as a “new” program, in order to be eligible for \$250k earmarked for new programs.
4	Established policy that programs with 2 or more open grants from previous funding cycles may be ineligible for current funding cycle.
4	Updated the number of points awarded for Agricultural Capacity and Productivity from 150 to 200.
4	Zeroed points awarded for having an NRCS Conservation Plan or Comprehensive Nutrient Management Plan.
4	Introduced up to 150 points awarded for Parcel Size.
4	Zeroed points awarded for MAEAP certification.
4/5	Introduced up to 100 points awarded for Road Frontage.
5	Updated the number of points awarded for Percentage of Ag Land in Production from 50 to 100.
5	Updated the number of points awarded for Property Location from 100 to 50 and clarified the method by which to calculate this metric.
5	Introduced up to 100 points awarded for reducing the opportunity to split the protected property into smaller pieces.
6	Zeroed points awarded for Local Farmland Preservation Commitment which gave extra, redundant, points to wealthier programs that have dedicated sources for matching funds.
6	Updated the number of points awarded for Matching Funds from 100 to 150.

KROHN, JOHN (MDARD)
SUMMARY OF UPDATES TO BOARD POLICY DOCUMENT 11/12/2025

6	Zeroed points awarded for Intergovernmental Cooperation.
6	Zeroed points awarded for Local Planning Training.
6	Updated methods by which points are awarded for Local Capacity to Execute
6	Zeroed points awarded for Local Agricultural Planning
6	Zeroed points awarded for Agricultural Economic Development Plan
7	Various non-substantive changes to clean up language and cite relevant statute.
8	Various non-substantive changes to clean up language and cite relevant statute.
9	Various non-substantive changes to clean up language and cite relevant statute.
10	Various non-substantive changes to clean up language and cite relevant statute.
11	Established that a before and after appraisal considering minimum deed restrictions, final legal description including all exceptions and proposed building envelopes, and the number, size, and location of allowable splits (if applicable) is the only method of valuation we will accept.
12	Removes consideration to enhance other local open space initiatives in the community, as this is not possible to quantify.
13	Updates the Title & Appraisal reimbursement policy to allow reimbursement for any grant awarded, not just a program's first three grants.
15	Removes the option for local programs to substitute a parcel if the landowner backs out, and updates the language around Reduction in Acreage to ensure that any change would not have resulted in the application failing to rank high enough to be funded.
15	Various non-substantive changes to clean up language and cite relevant statute.
16	Various non-substantive changes to clean up language and cite relevant statute.
17	Acknowledges the adoption of an Agricultural Conservation Easement Template that establishes the minimum restrictive deed terms that MDARD will accept.



MICHIGAN AGRICULTURAL PRESERVATION FUND BOARD POLICIES AND PROCEDURES

The Agricultural Preservation Fund Board has statutory authority under Part 362 of Public Act 451 of 1994 to consider and award grants to eligible local units of government and their qualified Purchase of Development Rights programs (PDRs). The term "local unit of government" refers to counties, cities, townships and villages that have adopted a development rights ordinance providing for a purchase of development rights program pursuant to the county zoning act, 1943 PA 183, MCL 125.201 to 125.240, the township zoning act, 1943 PA 184, MCL 125.271 to 125.310, or the city and village zoning act, 1921 PA 207, MCL 125.581 to 125.600. Applications for grants occur on an annual basis, contingent on funding availability. If an applicant receives a grant, the grants may be used for the purchase of a permanent agricultural conservation easement (easement) to preserve farmland & associated natural areas. This document establishes the policies, qualification procedure, application procedure, and scoring system utilized by the Board to consider and award grants from the Agricultural Preservation Fund.

QUALIFICATION PROCEDURE AND CRITERIA

Prior to applying for a grant, a local unit of government must be qualified to be eligible to make a grant application. To qualify for the current fiscal year that begins on October 1, the local unit of government must be approved by MDARD in the previous fiscal year (no later than September 30 prior to application). The following minimum standards need to be met for approval:

- 1) The local unit of government has adopted a **Purchase of Development Rights (PDR) Ordinance** that is consistent with NREPA, the Michigan Zoning Enabling Act and the policies established by the Board. The ordinance must contain all the items outlined in the Michigan Zoning Enabling Act, including:
 - a) A method to determine the value of the development rights.
 - b) An application procedure.
 - c) A scoring system (may be assigned to local board to develop).

- 2) The local unit of government has adopted a **comprehensive land use plan** that includes a plan for agricultural preservation. The local unit of government can be covered within a **regional plan**. *The plans must be prepared within the last 10 years and reviewed or updated within the last 5 years.* The comprehensive land use plan must contain an agricultural preservation component, consisting of:
 - a) The areas intended for agricultural preservation are clearly depicted on the

Created: 10/21/2025

Revised:

Latest Board Approval:

future land use map.

- b) A description of how and why the preservation area was selected.
 - c) Goals for farmland preservation.
 - d) Language indicating why farmland should be preserved in the community (cost of services studies, economic benefit to the community, etc.).
 - e) Text describing the strategies intended to be used in order to preserve the agricultural land, including Purchase of Development Rights (PDR) but should include other techniques.
- 3) A **monitoring and enforcement plan** for the farmland conservation easements has been established.

COUNTY LEVEL, TOWNSHIP LEVEL AND MULTI-LEVEL PDR PROGRAMS

A qualified local unit of government PDR program may be one of the following:

- township PDR program
- county PDR program in which the townships participate
- Multi- township or multi-county programs (*intergovernmental agreement between the units of government is required*)

As required by the Michigan Zoning Enabling Act [MCL 125.3508(5)], the county shall not purchase development rights from land subject to a city, village or township zoning ordinance, unless all the following requirements are met:

- 1) The development rights ordinance provisions for the county PDR program are consistent with the plan upon which the city, village or township zoning is based.
- 2) The legislative body of the city, village or township adopts a resolution authorizing the PDR program to apply.
- 3) As part of the application procedure for the proposed purchase of development rights, the city, village or township provides the county with written approval of the purchase.

If a township has enacted its own PDR ordinance but wishes to participate in a county level PDR program, an intergovernmental agreement will be required to address how the programs will interact.

All information must be submitted to the Michigan Department of Agriculture and Rural Development (MDARD) for review. Determination on the qualification of the program will be made by MDARD staff and the Board will be informed of newly qualified program(s) during a regularly scheduled meeting. Programs must be qualified by MDARD prior to the Board's request for applications for an application to be considered.

APPLICATION PROCEDURE FOR GRANTS

The application package will be posted on MDARD's public website. A copy will also be sent to all previously qualified PDR programs. The application package will include

Created: 10/21/2025
Revised:
Latest Board Approval:

instructions and forms to be completed by the qualified entity and returned to the Department for review and scoring. Applications will be due 60 days after the application package is released.

Applications must include:

- 1) A before and after appraisal not more than 24 months old of the proposed restriction of development rights on the subject property.
- 2) Township resolutions, comprehensive plans and zoning ordinances (if applicable).
- 3) Written approval by the township(s) for each purchase.
- 4) Signed option to sell by the landowner (signed local PDR application accepted)
- 5) Map of each property with final building exceptions or envelopes delineated (no revisions will be allowed after award)
- 6) Soil map showing all properties proposed and the prime and unique soils within the property. (See USDA Web Soil Survey Website)
- 7) A draft copy of the proposed easement.

APPLICATION SCORING SYSTEM

Applications will be scored considering statutory requirements under MCL 324.36205, various public policy objectives, points awarded, and recommendations to award grants presented by MDARD staff at a regularly scheduled Board meeting. All local PDR programs shall, at a minimum, include items (1) through (5) listed below in their property scoring system and selection process. The weight given to each item is at the discretion of the local entity.

- 1) Farmland that has a capacity suited for the production of feed, food and fiber.
- 2) Farmland that would complement and is part of a documented, long term plan for land preservation by the local unit of government in which the farmland is located.
- 3) Farmland that is located within an area that complements other land protection efforts by creating a block of farmland that is subject to an agricultural conservation easement.
- 4) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the Fund.
- 5) Farmland that will help to enhance other local open space initiatives in the community such as connecting a wildlife habitat corridor or preserving unique habitats and natural features that benefit local conservation efforts.

FUNDING

Grants will be awarded based on the following criteria:

- Amount of funding available in the current application cycle.
- Number of applications received in the current application cycle.

Created: 10/21/2025

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- Awarded score of the individual application.
- Local units of government may submit multiple applications. During the first round of grant awards in a given grant cycle, only one property/farm can be awarded a grant in any given township. After all recommended grant applications have been considered by the Board, and if there is money remaining in the given grant cycle, the Board may consider awarding more than one grant within a township.
- Up to \$250,000 will be set aside for a new program to be awarded funds to close on a property/farm within each application cycle. A new program is defined as a program that has never been awarded a grant through the Michigan Agricultural Preservation Fund Board or Federal NRCS funding. Recently reinstated programs may qualify as a new program but will be subject to APFB approval.
- A local program with 2 or more open grants from previous funding cycles may be ineligible for the current funding cycle.

SCORING SYSTEM

The following system will be used by the Board to prioritize grant applications from local PDR programs. Up to 700 points will be awarded for property related points and up to 300 points will be awarded for Local PDR Program related points, for a total of 1000 possible points.

PROPERTY RELATED POINTS (700)

1. Agricultural Capacity and Productivity

Policy objective: To preserve the land that holds Michigan's prime and unique agricultural soils.

Points will be awarded on the following basis:

Multiply the percentage of tillable land area in production in the application that is classified as prime and unique or locally significant agricultural land, as defined by the USDA-NRCS, times 200. This calculation must be made using the USDA Web Soil Survey website:

<https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>

Total Points Available: 200

2. Parcel Size

Policy objective: To encourage large agricultural tracts of land to be preserved.

Points will be awarded on the following basis:

1 point awarded for each acre over 40 acres, up to 190 acres

Total Points Available: 150

3. Road Frontage

Policy objective: To prioritize the parcels of farmland that have a higher likelihood

Created: 10/21/2025

Revised:

Latest Board Approval:

of conversion to non-agricultural uses.

Points will be awarded on the following basis:
25 points per 100' of road frontage, up to 100 points.

Total Points Available: 100

4. Percentage of Agricultural Land in Production – submit map
Policy objective: To prioritize those parcels which are to a greater extent in active agricultural production

Points will be awarded on the following basis:
The number of acres of agricultural land in production in an application, divided by the number of total acres applied for in the application, times 100.

Total Points Available: 100

5. Property Location
Policy objective: To encourage blocks of agricultural land be preserved so that existing agricultural support infrastructure remains viable and in the local community.

Points will be awarded on the following basis:
The total acres of qualified agricultural land (active farmland) in the subject property's township(s), divided by the total acres of land in the subject property's township(s), times 50. An included statement from the local assessor specifying the total acres of active farmland in the local jurisdiction is preferred.

Total Points Available: 50

6. Number of Splits Reserved
Policy objective: To preserve the agricultural economic viability of a farm operation while allowing for flexibility in the future affordability & marketability of parcels.

Points will be awarded on the following basis*:

100 pts: 0 splits
50 pts: 1 split
0 pts: 2 or more splits

*Only applies to properties between 40 and 190 acres in size.

- 190+ acre properties will receive 100 points.
- No splits under 40 acres will be permitted.
- Properties under 40 acres will get 0 points.

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Revised:

Latest Board Approval:

Total Points Available: 100

LOCAL PDR PROGRAM RELATED POINTS (300)

7. Matching Funds

Policy Objective: To encourage local programs to seek and utilize any funding resources available in order to leverage all funding sources more efficiently and effectively.

The minimum required match is 25% of the appraised value of the development rights per property. Matching funds can include funds from a local unit of government, federal grants, donations by the landowner of the proposed property and any other sources. A letter of commitment will be required from the source of the match with the application.

Points will be awarded on the following basis:

For match over the 25% minimum, the amount of points awarded will equal the percentage of match amount over 25%, times 300. (i.e., A program has 75% match, that means the match over 25% is 50%, therefore 50% times 300 = 150 points out of 150 possible points.) Points will cap at 150 even if the match exceeds 75% of the appraised value of development rights.

Total points available: 150

8. Local Capacity to Execute

Policy Objective: Local PDR programs must be appropriately staffed to be successful. Local programs that have allocated appropriate support for staff (or partnerships in place) to acquire and monitor conservation easements have the best chance for success.

It is assumed that the local program has the capacity to close easements in a timely manner, monitor easements annually and submit reports on time, and enforce any violations of the easement. 50 points will be subtracted for any grants awarded within the past five years that were cancelled or expired without closing. 25 points will be subtracted for grants awarded within the past five years that required an extension to close. 30 points will be subtracted for late/incomplete monitoring reports. 150 points will be deducted for findings that the local program failed to identify or correct violations of previously acquired easements.

Total Available Points: 150

BOARD ADOPTED POLICIES

MATCHING FUNDS

The following sections of the Part 362 "Agricultural Preservation Fund" of the Natural Resources and Environmental Protection Act address the provision of matching funds:

MCL 324.36205(1)(d)

(1) An application submitted to the board under section 36203 shall be evaluated according to selection criteria established by the board. The criteria shall place a priority on the acquisition of agricultural conservation easements on farmland that meets 1 or more of the following:

(d) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the fund.

MCL 324.36205(4)

(4) A grant shall require that a portion of the cost of acquiring an agricultural conservation easement shall be provided by the applicant or another person.

POLICY: The minimum amount of matching funds required to submit an application is 25% of the appraised value of the development rights to be paid for all parcels submitted in a particular grant application. Administrative or other costs are not eligible as match.

POLICY: Qualifying matching funds submitted with a grant application may be from a local unit of government, the owner of the easement rights to be acquired, other sources or any combination of sources (including federal dollars).

MAXIMUM AMOUNT TO BE PAID PER ACRE

The following section of the statute concerns the maximum amount to be paid per acre:

324.36205(3)

(3) The board may establish a maximum amount per acre that may be expended with money from the fund for the purchase of agricultural conservation easements.

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Revised:
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POLICY: A maximum amount of \$5,000 per acre may be paid from the Agricultural Preservation Fund toward the purchase price of a conservation easement. This amount may be increased by the Board up to \$7,500 based on supporting documentation provided by the local government applicant.

REPURCHASE OF DEVELOPMENT RIGHTS

MCL 324.36206(6) describes the repurchase of conservation easements by the landowner.

324.36206(6)

(6) An agricultural conservation easement acquired under this part may be transferred to the owner of the property subject to the agricultural conservation easement if the state and the local unit of government holding the agricultural conservation easement agree to the transfer and the terms of the transfer.

POLICY: The Agricultural Conservation Easements are meant to exist in perpetuity. However, the local government PDR ordinance shall provide for the repurchase of development rights by the landowner under the County or Zoning Planning Acts. If the local unit of government and the State jointly holds an agricultural conservation easement the following standards for review, approval and repayment will be used by the State.

- 1) The State will use those standards listed in Section 36111b(7) of NREPA for approval of repurchase, limited to those provisions listed in Section 36111a(1)(a).
- 2) If approval for repurchase is granted the landowner must repay the current fair market value of the rights, as determined by a licensed certified general appraiser, at the time of repurchase.
- 3) A repayment received shall be allocated to the local unit of government and the State in the same proportion as the proportion for the original purchase of the development rights of the parcel.
- 4) Funds returned to the State shall be placed in the Agricultural Preservation Fund established under Part 362 of NREPA.
- 5) A local entity may have standards for the repurchase of development rights that are more restrictive than the standards established by the Agricultural Preservation Fund Board.

MONITORING AND ENFORCEMENT

MCL 324.36206(5) describes the monitoring of agricultural conservation easements.

324.36206(5)

(5) An agricultural conservation easement acquired under this part shall be held jointly by the state and the local unit of government in which the land subject to the agricultural conservation easement is located. However, the state may delegate enforcement authority of 1 or more agricultural conservation easements to the local units of government in which the agricultural conservation easements are located.

POLICY: Unless otherwise agreed to by the State, the enforcement and monitoring of the easement shall be the responsibility of the local unit of government. Monitoring of easements shall occur no less than once a year.

POLICY: The participating local unit of government shall file with the Agricultural Preservation Fund Board, no later than January 31: a copy of the inspection reports for inspections conducted during the prior year, and an annual report which summarizes the number of inspections, violations detected, violations resolved and the circumstances surrounding unresolved violations. Any extenuating circumstance that causes delay in delivering annual monitoring reports will be immediately communicated to MDARD.

POLICY: Adequate provision shall be made in the easement language for enforcement by the State in the event that the local government fails to adequately enforce the provisions of the easement. Included in the easement shall be provision for the reimbursement to the State for expenses in the event the local unit of government fails to enforce the provisions of the easement. The monitoring and enforcement of an easement by the State due to the failure of the local unit of government to do so, does not obligate the State to continue the monitoring and enforcement of the provisions of the easement in the future.

POLICY: In order to provide for monitoring of the easement a baseline report shall be developed documenting the condition of the land and structures on the easement site. The baseline report shall contain the following minimum components:

1. Description and background of the property.
2. How the development rights were acquired.
3. How the parcel was selected.
4. General location.
5. Intent of the grantor.
6. Physical environment (topography, soils, vegetation, human made structures, zoning, etc.)
7. A photograph, aerial photos and maps of the parcel and vicinity.

DEFINITION OF ELIGIBLE FARMLAND

POLICY: In order to qualify for submission of a grant, each parcel submitted in an application must meet or exceed the definition of "farmland" as found in Section 36201(h). This definition reads as follows:

- (h) "Farmland" means 1 or more of the following:
- (i) A farm of 40 or more acres in 1 ownership, with 51% or more of the land area devoted to an agricultural use.
 - (ii) A farm of 5 acres or more in 1 ownership, but less than 40 acres, with 51% or more of the land area devoted to an agricultural use, that has produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land. A farm described in this subparagraph enrolled in a federal acreage set-aside program or a federal conservation reserve program is considered to have produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land.
 - (iii) A farm designated by the department as a specialty farm in 1 ownership that has produced a gross annual income of \$2,000.00 or more from an agricultural use. Specialty farms include, but are not limited to, greenhouses; equine breeding and grazing; the breeding and grazing of cervidae, pheasants, and other game animals; bees and bee products; mushrooms; aquaculture; and other similar uses and activities.
 - (iv) Parcels of land in 1 ownership that are not contiguous but which constitute an integral part of a farming operation being conducted on land otherwise qualifying as farmland may be included in an application under this part.

DISBURSEMENT OF FUNDS

MCL 324.36206(1) describes the authority of the Board to award grants.

324.36206(1)

- (1) After the board determines which grants should be awarded, and the amount of the grants, the department shall distribute the grants to the local units of government awarded the grants. The department shall condition the receipt of a grant upon the department's approval of the agricultural conservation easements being acquired.*

POLICY: Funds awarded to a local unit of government under a grant from the Agricultural Preservation Fund must be expended within 2 years of the date the grant award is made. The Agricultural Preservation Fund Board authorizes the Director of the Michigan Department of Agriculture and Rural Development (MDARD) to review and approve one extension of the initial 2-year time period upon written request by the local unit of government. Extensions will be

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granted if determined to be reasonable by MDARD. The Board will be informed of all approved grant extensions at the next regularly scheduled Board meeting. A local program with 2 or more open grants from previous funding cycles may be ineligible for the current funding cycle.

POLICY: Funds awarded to a local unit of government shall be utilized by that local government to purchase the development rights on parcels submitted as part of their grant application.

METHOD TO ESTABLISH THE PRICE TO BE PAID

MCL 324.36203(2) describes the manner in which a local unit of government may determine the price to be paid for the conservation easements purchased with grant money:

324.36203(2)

(2) A grant application shall be submitted by the local unit of government applying for the grant. A local unit of government is eligible to submit a grant application under this section if both of the following requirements have been met:

(a) The local unit of government has adopted a development rights ordinance providing for a purchase of development rights program pursuant to the county zoning act, 1943 PA 183, MCL 125.201 to 125.240, the township zoning act, 1943 PA 184, MCL 125.271 to 125.310, or the city and village zoning act, 1921 PA 207, MCL 125.581 to 125.600, that contains all of the following:

(i) An application procedure.

(ii) The criteria for a scoring system for parcel selections within the local unit of government.

(iii) A method to establish the price to be paid for development rights, which may include an appraisal, bidding, or formula-based process.

(b) The local unit of government has adopted, within the last 10 years, a comprehensive land use plan that includes a plan for agricultural preservation or the local unit of government is included within a regional plan that was prepared within the last 10 years that includes a plan for agricultural preservation.

POLICY: A before-and-after appraisal by a licensed certified general real property appraiser of the development rights should consider minimum deed restrictions, final legal description including all exceptions and proposed building envelopes, and the number, size, and location of allowable splits (if applicable).

CRITERIA FOR PARCEL SELECTION

MCL 324.36205(1) describes the criteria that shall be used by local units of government to select parcels for development rights purchase and for inclusion in the grant submission process.

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324.36205(1)

(1) An application submitted to the board under section 36203 shall be evaluated according to selection criteria established by the board. The criteria shall place a priority on the acquisition of agricultural conservation easements on farmland that meets 1 or more of the following:

- (a) Farmland that has a productive capacity suited for the production of feed, food, and fiber.*
- (b) Farmland that would complement and is part of a documented, long-range effort or plan for land preservation by the local unit of government in which the farmland is located.*
- (c) Farmland that is located within an area that complements other land protection efforts by creating a block of farmland that is subject to an agricultural conservation easement under this part or part 361, or a development rights agreement under part 361, or in which development rights have been acquired under part 361.*
- (d) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the fund.*
- (e) Other factors considered important by the board.*

POLICY: At a minimum, all local programs shall consider items (a) through (e) in their scoring system and selection process. The weight given to each category is at the discretion of the particular local unit of government program. Other selection criteria may be utilized by the local units of government in addition to the ones listed in Section 36205 of the statute.

CONFLICT OF INTEREST

The following language used in grant agreements regarding conflict of interest has been adopted by the Board

POLICY: No member of the legislature, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this grant agreement. No member of the Grantee's Board of Director's, its employees, partner agencies or their families shall have any personal benefit from this grant except as follows:

Commissioners of county boards, township board members and volunteer members of a local Agricultural Preservation Boards or their family members may be considered for a grant from the Michigan Agriculture Preservation Fund if;

1. The local elected board member or volunteer board review member recuses themselves from all parts in the review and scoring of applications by the local government program for parcels they or other family members own, and;
2. The Michigan Agricultural Preservation Fund Board has reviewed a request from the elected board or local preservation program and has approved the elected board member or volunteer or family member for the grant.

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NOTE: If federal funds are used, the federal conflict of interest policy will supersede Agricultural Preservation Fund Board policy.

REIMBURSEMENT FOR LOCAL APPRAISAL AND TITLE WORK

The following reimbursement policies for appraisal and title work costs to a qualified PDR program has been adopted by the Board.

POLICY: The Board will provide reimbursement to qualified PDR programs for appraisals and title work for applications selected by the Board for funding, with the following limitations:

1. The maximum reimbursement for a development rights appraisal will be \$5,000.
2. The maximum reimbursement for title work will be \$1,000.
3. The local program is required to provide copies of the billing for these services in order to receive reimbursement.

BUY PROTECT SELL TRANSACTIONS

The following policy for Buy Protect Sell transactions has been adopted by the Board.

POLICY: The Board will accept applications for funding from a qualified local unit of government where the qualified local unit of government is the current owner of the farm in the application during a Buy Protect Sell transaction, with the following conditions/terms:

1. The local unit of has been approved by the Local Grants Program to qualify for a Buy Protect Sell transaction due to their experience in successfully closing conservation easements.
2. The local unit of government has submitted and approved a Buy Protect Sell Policy that sets standards and guidelines for the Buy Protect Sell transaction to the Local Grants Program prior to applying with a Buy Protect Sell transaction.
3. If awarded a grant from the Michigan Agricultural Preservation Fund, the grant agreement will read the following: "The local unit of government will secure a buyer of the funded property and close on the conservation easement and the after-conservation easement sale at the same time (pre-closing transfer) **or** the State of Michigan will be the sole grantee on the conservation easement until the local unit of government transfers the property to a farmer, then the conservation easement will be amended to add the local unit of government as a co-holder (post-closing transfer). The State of Michigan will assume annual monitoring of the conservation easement until the conservation easement is co-held by the local unit of government. Once the conservation easement is in place, the local unit of government has two years to transfer the property to a farmer once a conservation easement is in place for a post- closing transfer, with a two-year

extension if needed.

LOCAL INSTALLMENT PAYMENT

The following policy for local installment payment option on conservation easements has been adopted by the Board.

POLICY: The Board will accept applications for funding from a qualified local unit of government where the qualified local unit of government plans to utilize installment payments agreed upon with the landowner through a purchase agreement, with the following conditions/terms:

1. The local unit of has been approved by the Local Grants Program to qualify to use installment payments as a payment option due to their experience in successfully closing conservation easements and they have a dedicated funding source such as a millage.
2. The local unit of government has submitted an Installment Payment Policy that sets standards and guidelines to the Local Grants Program and received approval prior to applying with a purchase agreement that will utilize installment payments.
3. A signed purchase agreement that includes the installment payment schedule (not to exceed 10 years) must be submitted with the application for funding.
4. The Conservation Easement must include installment payment terms.
5. Notification and documentation must be provided to the Local Grants Program once the local entity's final payment is made.

Local Installment Payment Policy Checklist

The qualified farmland preservation program's policy clearly states the terms and conditions of the installment payment that covers:

- How the payment will be made.
- Maximum length of installments (not to exceed 10 years).
- The procedure to be used.
- Documents involved.
- Bookkeeping and financial data standards addressed.
- Interest payment details (unless landowner agrees to no interest).
- Insurance (or some type of assurance) for total amount of installment (insurance could include bonds)

GRANTS: REDUCTION IN ACRES

The following policy for a grant amendment request that will reduce acreage in an awarded grant has been adopted by the Board.

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POLICY: If a landowner would like to reduce the acreage for reasons other than building exceptions or survey corrections, the local entity must fill out an amended application to MDARD to compare points changed. Any change in ranking will require additional board action.

If the points keep the local entity within their original ranking, then approval may be given by MDARD staff and an amended Grant Agreement will be processed to update the property description. The Board will be notified by MDARD staff of any Grant Agreement amendments during the next regularly scheduled Board meeting.

DEFINITIONS

The following definitions apply to this document except when a conflict exists with any statutory language amendments and updates to definitions in MCL 324.36101 or MCL 324.36201.

"Agricultural conservation easement" means a conveyance, by a written instrument, in which, subject to permitted uses, the owner relinquishes to the public in perpetuity his or her development rights and makes a covenant running with the land not to undertake development.

"Agricultural use" means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, captive cervidae, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. Agricultural use includes use in a federal acreage set-aside program, a federal conservation reserve program, or a wetland reserve program. Agricultural use does not include the management and harvesting of a woodlot.

"Board" means the agricultural preservation fund board created in section 36204.

"Commission" means the commission of agriculture and rural development.

"Department" means the department of agriculture and rural development.

"Development" means an activity that materially alters or affects the existing conditions or use of any land in a manner that is inconsistent with an agricultural use.

"Development rights" means an interest in land that includes the right to construct a building or structure, to improve land for development, or to divide a parcel for development purposes.

"Farmland" means 1 or more of the following:

- (i) A farm of 40 or more acres in 1 ownership, with 51% or more of the land area

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devoted to an agricultural use.

(ii) A farm of 5 acres or more in 1 ownership, but less than 40 acres, with 51% or more of the land area devoted to an agricultural use, that has produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land. A farm described in this subparagraph enrolled in a federal acreage set-aside program or a federal conservation reserve program is considered to have produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land.

(iii) A farm designated by the department as a specialty farm in 1 ownership that has produced a gross annual income of \$2,000.00 or more from an agricultural use. Specialty farms include, but are not limited to, greenhouses; equine breeding and grazing; the breeding and grazing of cervidae, pheasants, and other game animals; bees and bee products; mushrooms; aquaculture; and other similar uses and activities.

(iv) Parcels of land in 1 ownership that are not contiguous but which constitute an integral part of a farming operation being conducted on land otherwise qualifying as farmland may be included in an application under this part.

"Fund" means the agricultural preservation fund created in section 36202.

"Grant" means a grant for the purchase of an agriculture conservation easement under this part.

"Owner" means a person having a freehold estate in land coupled with possession and enjoyment. If land is subject to a land contract, owner means the vendee in agreement with the vendor.

"Permitted use" means any use expressly authorized within an agriculture conservation easement consistent with the farming operation or that does not adversely affect the productivity of the farmland. Storage, retail or wholesale marketing, or processing of agricultural products is a permitted use in a farming operation if more than 50% of the stored, processed, or merchandised products are produced by the farm operator for at least 3 of the immediately preceding 5 years. Permitted use includes oil and gas exploration and extraction, but does not include other mineral development that is inconsistent with an agricultural use.

Additional Definitions not included in statute

"Local Unit of Government" means a county, township, village, or city.

"Purchase of Development Rights (PDR)" means a voluntary transaction in which a landowner agrees to sell the development rights on a legally described parcel of land to a local unit of government and MDARD. The landowner retains ownership of the land but relinquishes the right to develop the land for non-agricultural uses and agrees to preserve the land for agricultural uses. Permitted and restricted uses are described in a permanent agricultural conservation easement recorded with the County Register of Deeds.

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MINIMUM EASEMENT TERMS

The Board has reviewed and adopted minimum agricultural conservation easement terms to be used with all transactions utilizing grants awarded by the Board. The minimum easement terms are contained within the AGRICULTURAL CONSERVATION EASEMENT TEMPLATE dated 10/29/2025 which has been approved by the Board and is on file with MDARD staff. The minimum easement terms do not restrict MDARD and the local grantee from adding additional easement terms so long as the additional easement terms do not remove or cause the approved minimum easement terms to be less restrictive.

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AGRICULTURAL PRESERVATION FUND BOARD

**AGRICULTURAL CONSERVATION EASEMENT TEMPLATE
MINIMUM TERMS dated 10/29/2025**

PDR # _____
Page 1 of ____

THIS AGRICULTURAL CONSERVATION EASEMENT, made and executed this _____ day of _____, _____, by _____ (Grantor), whose address is _____ conveys and warrants to _____ (Local Grantee), whose address is _____ and **THE MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (MDARD), FOR AND ON BEHALF OF THE STATE OF MICHIGAN** (State Grantee), whose address is 525 W. Allegan Street, P. O. Box 30449, Lansing, Michigan 48909, a perpetual Agricultural Conservation Easement (Easement) on the following legal description of land (Property) situated in the Township of _____, County of _____, State of Michigan:

LEGAL DESCRIPTION OF PROTECTED PROPERTY: See Attached EXHIBIT A

PURPOSE: The Grantor wishes to relinquish to the Grantee in perpetuity his or her development rights on the Property and makes a covenant running with the land not to undertake any development on the Property unless it is expressly permitted by this Easement. Grantor wishes to preserve the agricultural use of the Property, including the protection of prime, unique or important soils, by preventing any use that would significantly impair or interfere with the Conservation Values as established and described in the attached Baseline Documentation Report (EXHIBIT B) and the terms of this Easement.

WHEREAS, the State Grantee and the Local Grantee are collectively referred to as the Grantee, when not referred to individually; and

WHEREAS, the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them will comply with all terms and conditions of this easement; and

WHEREAS, the Property consists of prime, productive agricultural land, with the majority of the soils being classified as prime farmland and farmland of local importance by the Natural Resources Conservation Service and the primary purpose of this perpetual Easement is to protect the agricultural soils, agricultural viability, and general productive capacity of the Property; and

WHEREAS, the Grantor and Grantee agree the property described in the attached Exhibit A complies with the definition of “farmland” under MCL 324.36201(h) and will continue to meet the definition of “farmland” under MCL 324.36201(h) in perpetuity; and

WHEREAS, preservation of the Property will prevent non-agricultural development on the Property and will therefore aid in protecting that farmland from development pressures; and

WHEREAS, preservation of the Property will support existing farmland preservation efforts in the community; and

WHEREAS, the specific conservation values of the Property are identified in an inventory of relevant features of the Property, known hereafter as the Baseline Documentation Report (or Baseline Report), and will consist of a description of existing uses, maps, building envelopes, photographs, and other documentation that the parties agree to provide as an accurate representation of the Property at the time of execution of this Easement. This Baseline Documentation Report (Baseline Documentation Report, dated [REDACTED], on file at the office of the Local Grantee, incorporated herein by reference and attached as Exhibit B), will serve as an objective information baseline for annual monitoring and compliance with the terms of this Easement; and

WHEREAS, Grantor desires to grant a permanent Agricultural Conservation Easement to the Grantee in order to preserve the existing agricultural conservation values and uses of the Property as established and described in the Baseline Documentation Report, through a continuation of the agricultural land use patterns existing at the time of the execution of this easement; and

WHEREAS, Grantee desires to accept the development rights on the Property and acknowledges the existing agricultural uses of the Property as described in the attached Baseline Documentation Report (Exhibit B); and

WHEREAS, the Property is currently comprised of [REDACTED] separately deeded parcels owned by Grantor. For the purposes of this easement, the entire property described in the attached Exhibit A is considered one Easement parcel. Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole; and

WHEREAS, the Grantor will be solely responsible for the upkeep and maintenance of the Property, including any maintenance required by local, state and federal laws, regulations, and ordinances. The Grantee will have no obligation for the upkeep and maintenance of the Property; and

WHEREAS, the total consideration for the purchase of the Easement is [REDACTED] dollars (\$ [REDACTED]); and

WHEREAS, the State Grantee has contributed [REDACTED] dollars (\$ [REDACTED]) to the purchase this Easement; and

WHEREAS, the Local Grantee has contributed [REDACTED] dollars (\$ [REDACTED]) to the purchase this Easement; and

WHEREAS, the appraised fair market value of the Easement is [REDACTED] dollars;
and

WHEREAS, it is understood by the Grantor and Grantee that if the total consideration of the Easement is less than the appraised fair market value of the Easement, the difference in the amounts will be considered the AMOUNT of DONATION offered by the Grantor for the protection of the agricultural use land described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that Grantee and Grantor freely sign this Easement to accomplish the purpose of this agricultural conservation easement.

WITNESSETH: For and in consideration of the sum of [REDACTED] (\$ [REDACTED]); and the mutual covenants recited below, and other good and valuable consideration, Grantor grants and conveys to Grantee a perpetual agricultural conservation easement and relinquishes to the Grantee the development rights over, under, upon, and across the Property described in the attached EXHIBIT A, subject to the following terms and conditions:

1. **RESTRICTIONS.** The Property shall be subject to easements, and building and use restrictions of record and further subject to the following conditions:
 - (a) Grantor shall not divide or subdivide the property described in Exhibit "A", nor separately convey any portion thereof, nor combine any portion of the encumbered property with any other parcel(s) of land that are not also wholly encumbered by this same Easement. Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Agricultural Land Easement, and the restrictions and covenants of this Agricultural Land Easement will apply to the Protected Property as a whole.
 - (b) Upon written request by the Grantor to both the Local Grantee and State Grantee, limited property splits may be considered. If a property split is approved, a written approval must be signed by both the Local Grantee and State Grantee. Any written approval provided to the Grantor for a property split will require the Grantor to not divide or subdivide the property as described in Exhibit "A" into parcels less than 40 acres in size, nor separately convey any portion thereof into parcels less than 40 acres in size, nor combine any portion of the encumbered property with any other parcel(s) of land that are not also wholly encumbered by this same easement. Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Agricultural Land Easement, and the restrictions and covenants of this Agricultural Land Easement will apply to the Protected Property as a whole.
 - (c) Commercial or industrial activity that is inconsistent with agricultural use as defined in 2(a) is prohibited on the Property. Storage, retail or wholesale marketing or processing of agricultural products is a permitted use if more than 50% of the stored, processed, or merchandised products are produced by the farm operator on the Property for at least three (3) of the immediately preceding five (5) years.

- (d) Installation of new utilities is prohibited, except that the Grantor may install utilities necessary for permitted uses of the Property as long as such installation is consistent with the purposes of this Easement and is done in a manner that minimizes, to the greatest extent possible, any impact on prime, unique, and important soils. Under no circumstance may the topography be permanently altered. All earth movement must occur within a specific time frame, as determined by the Grantee, and topography must be returned to pre-existing conditions in accordance with the baseline documentation. Future utility easements shall be subordinate to this Easement. Prior to any activity associated with a utility easement. Grantor shall notify Grantee and obtain approval for the proposed easement from the Grantee.
- (e) The construction or placement of buildings, camping accommodations, recreational buildings, mobile homes, or any other structures is prohibited. No new residences will be allowed for any current or future owner of any portion of the protected property.
- (f) Structures may be built for agricultural uses that are consistent with farm operations. All agricultural use structures must be built within defined Building Envelopes identified in the Baseline Documentation Report and must be built in conformance with all applicable federal, state and local laws, ordinances and regulations. Grantor shall notify Grantee when a new agricultural use structure is constructed or placed within a defined building envelope (does not include any agricultural use fences). The boundaries and location of the Building Envelopes may be adjusted if both the Local Grantee and State Grantee provide prior written approval of the adjusted boundaries and location. The Building Envelope may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the agricultural use and related conservation values of the Protected Property.
- (g) Existing roads, as identified in the baseline documentation report, may be maintained and repaired in their current state. No new roads may be constructed, except for unpaved roads necessary for agricultural operations on the Property if the impact to prime, unique, and important soils is minimized.
- (h) Grantor shall not engage in or permit any filling, excavating, dredging, mining, removal of topsoil, sand, gravel, rock, minerals or other materials, building of roads, or changes in the topography of the land in any manner. This paragraph shall not prohibit Grantor from maintaining existing farm lanes or from utilizing any topsoil, sand, or gravel for the farming operation. Landscape alterations consistent with existing agricultural practices are permitted. Grantor shall notify Grantee and obtain approval for any land modification in excess of one (1) acre. Grantee may not approve a land modification in excess of one (1) acre that is inconsistent with the preservation of the Property for agricultural uses.

- (i) Grantor may explore for and extract natural gas and oil, upon review and approval by Grantee. Exploration and extraction activities shall be limited to one (1) acre in size for the entire Property whenever possible and will not substantially hinder the farming operation. Impacts to all soils will be minimized and the land area will be returned to pre-exploration and extraction conditions within one year from the date of discontinuance of the exploration and extraction operation. All future leases associated with the exploration and extraction of oil and gas shall be subordinate to the terms and conditions of this Easement. Grantor shall notify Grantee by certified mail of the intended activity which shall include a site plan for the proposed facilities. Approval for any exploration and extraction activity will only be given after the Grantee has made a determination in writing that the exploration or extraction operation, or both, does not substantially hinder the farming operation.
- (j) Grantor shall not dump or accumulate waste or other unsightly or offensive material on the Property. This shall not be construed to preclude typical agricultural activities, such as the disposal or use of plant and animal waste that is produced on the Property, so long as such activity is in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

2. PERMITTED USES. Grantor retains all ownership and possession rights, which are not expressly restricted by this Easement. In particular, the following rights are reserved:

- (a) **Agricultural Use.** Grantor retains the right to continue agricultural use on the Property. For purposes of this Easement agricultural use means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, captive cervidae, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. Agricultural use includes use in a federal acreage set-aside program, a federal conservation reserve program, or a wetland reserve program. Agricultural use does not include the management and harvesting of a woodlot.
- (b) **Right to Convey.** Grantor retains the right to sell, mortgage, bequeath, assign, lease, or donate the Property. Any document of conveyance shall indicate the existence of this Easement (including the County register of deeds recording information), and incorporate within it, the terms of the Easement. Any subsequent owner or beneficiary of an interest in the Property will be bound by all obligations in the Easement. Grantor will notify Grantee of the conveyance of any interest in the Property, at least ninety (90) days before the conveyance.
- (c) **Right to Maintain and Replace Structures.** Grantor retains the right to build, add on to, maintain, renovate or replace existing agricultural use structures and must be within defined building envelopes described in the Baseline Documentation Report. Any expansion, replacement or addition to existing agricultural use structures may not substantially alter the conservation values of the Property. Grantor also retains, reserves, and shall continue to enjoy and use the Property, for all purposes which are not inconsistent with the purposes of this Easement.
- (d) **Forestry.** Grantor retains the right to conduct forestry activities for domestic purposes. Domestic forestry includes the cutting of firewood (only for heating of residences and

other structures on the property), blowdowns, and dead and diseased trees; the removal of trees and hedge rows to improve the farming operation; and the removal of trees that pose threats to persons or property. MCL 324.36201(b) specifically states that managing and harvesting of a woodlot is not an agricultural use and therefore commercial forestry activities will not be permitted.

- (e) **Seasonal Activity.** Grantor retains the right to use the property for temporary or seasonal outdoor activities that do not harm the agricultural use, future viability, and related conservation values of the Protected Property.
- (f) **Educational Activity.** De minimus and undeveloped educational activity is permitted only if it is consistent with the agricultural preservation purposes of this Easement, and does not adversely impact the soils and agricultural operations on the Property.
- (g) **On-Farm Energy Production.** Renewable energy production is allowed for the purpose of generating energy for the agricultural needs of the Protected Property. Renewable energy sources on the Protected Property must be built and maintained in accordance with any local zoning ordinance and applicable State and Federal laws, rules, and regulations. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the Conservation Values of the Protected Property and consistent with the purposes of the Agricultural Land Easement, and approved in advance by Grantee in writing.
- (h) **Additional Rights:** Grantor retains the right to engage in all acts and uses that are not expressly prohibited herein and are not considered to be inconsistent with the purposes of this Easement.

3. NOTICE OF INTENTION TO UNDERTAKE PERMITTED ACTIONS. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Baseline Documentation Report and the purpose of this Easement.

- a) **Actions Not Requiring Notice or Approval.** Actions not requiring notice or approval include construction of fences, certain land modifications, and typical agricultural activities such as disposal or use of plant and animal waste and removal of trees and hedge rows. All actions not requiring notice or approval shall be subject to the limitations as set forth for the particular activity in the applicable subsection.
- b) **Actions Requiring Notice or Approval.** Grantee shall be notified in writing 90 days prior to activities requiring notice or approval. Grantee shall not unreasonably withhold its approval and will provide written approval within 60 days of receipt of Grantor's written notification. Grantee approval may be withheld only upon a reasonable determination that the action as proposed would be inconsistent with the provisions of this Easement or any applicable local, state, or federal law, rule, regulation, or ordinance.

4. **RIGHT TO ENTER.** Grantee shall have the right to enter upon the property with advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Inspection shall be conducted at an agreed upon time between the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources that this Easement is designed to protect, no advance notice is required. Grantee may not, however, unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Grantee has no right to permit others to enter the Property for purposes unrelated to this Easement. The general public is not granted access to the Property under this Easement.
5. **MONITORING.** The Local Grantee shall conduct at least one (1) annual monitoring visit of the Property and will verify in writing that the Grantor is in compliance with the terms and conditions of this Easement. The Local Grantee shall submit a copy of the annual monitoring report to the State Grantee in an agreed upon format. If the annual monitoring report prepared by the Local Grantee is insufficient or is not provided annually, or if the State Grantee has evidence of an unaddressed violation, as determined by the State Grantee, the State Grantee may exercise its right of inspection. For purposes of inspection and enforcement of the Easement and the Baseline Documentation Report, the State Grantee will have reasonable access to the Property with advance notice to Grantor or Grantor's representative.
6. **GRANTEE REMEDIES**
- (a) **Grantee's Discretion.** Grantee has discretion to enforce, forbear or delay to exercise its rights under this Easement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement, nor can such delay be used as an equitable defense in estoppel or laches.
- (b) **Acts Beyond Grantor's Control.** To the extent possible, Grantor agrees to prevent, abate, and mitigate significant injury to the property and changes in use resulting from events beyond the Grantor's control including fire, flood, and other natural disasters. In the event of an emergency, the Grantee may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantor or Grantor's representative at the earliest practicable time.
- (c) **Notice and Demand.** If the Grantee determines that the Grantor is in violation of the Easement, or that a violation is threatened, the Grantee will make reasonable good faith efforts to provide written notice of the violation to the Grantor. The written notice from the Grantee will identify the specific violation(s) and request corrective action to cure the violation(s) or to restore the Property within 28 days of notification. If reasonable efforts to contact the Grantor fail, and if the Grantee determines that circumstances justify prompt action to mitigate the violation, then the Grantee may pursue lawful remedies to cure the violation without prior notice to the Grantor and without providing the Grantor an opportunity to cure the violation.
- (d) **Failure to Act.** If the Grantor fails to correct any violation to this Easement, or if Grantor does not abate the violation(s) and implement corrective measures requested by the Local Grantee, then the Local Grantee may bring an action in law or in equity to enforce the terms of this Easement. If the Local Grantee determines that the provisions of the Easement are not being complied with and the violation cannot be resolved with the

Grantor, then the Local Grantee shall notify the State Grantee of the alleged violation. In the event the Local Grantee exercises the right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the State Grantee exercises the right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Local Grantee, including, but not limited to, attorney's fees and expenses related to the failure of the Local Grantee to enforce the easement against the Grantor. To the extent possible, the Local Grantee and State Grantee will consult prior to taking any legal action.

(e) **Cumulative Remedies.** The preceding remedies of Grantee are cumulative. Any or all of the remedies may be used by Grantee if there is an actual or threatened violation of this Easement.

7. **CONTINGENT RIGHT OF STATE GRANTEE.** In the event that the Local Grantee fails to enforce the terms of this Easement, as determined by the Director of the Michigan Department of Agriculture and Rural Development, the State Grantee shall have the same right to enforce the terms of this Easement as does the Local Grantee. In the event that the Local Grantee terminates, transfers, or otherwise divests itself of any rights, title, or interests in the Easement without the prior consent of the Director of the Michigan Department of Agriculture and Rural Development and payment of consideration to the State of Michigan, then, at the option of the Director, all of Local Grantee's right, title, and interest in this Easement shall become vested in the State Grantee.
8. **OWNERSHIP COSTS AND LIABILITIES.** Grantor retains ownership with full rights to control and manage the Property and shall bear all costs and liabilities of any kind related to property ownership, operation, maintenance, and taxes, including maintaining adequate liability insurance.
9. **SUCCESSORS.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, Grantor's and Grantee's heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property regardless of whether future conveyances of the Property expressly refer to this Easement.
10. **ASSIGNMENT.** Local Grantee and State Grantee, acting together, or any sole remaining Grantee which has acquired the rights of the other, shall have the right to assign this Easement to an organization or entity that is (i) a "qualified organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code (IRC) and is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the IRC and (ii) is a "not-for-profit" or "public body" entitled to hold this Easement in accordance with Michigan Compiled Laws 324.2140 et seq. (and any comparable successor sections of the IRC and Michigan law). Any assignee of the Easement, and its successors or assigns, shall have the same right to assign this Easement as herein provided to State Grantee and Local Grantee.
11. **MICHIGAN LAW.** This Easement will be construed in accordance with Michigan Law, and shall be enforceable against any subsequent owner of the Easement premises despite a lack of privity of estate or contract.

- 12. BASELINE DOCUMENTATION REPORT.** The Grantor and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Property at the time of the execution of this Easement are documented in a Baseline Documentation Report which has been prepared by the Grantee and signed and acknowledged by Grantor and a representative of the Local Grantee and State Grantee. The Baseline Documentation Report establishes the condition of the Property at the time this Easement is executed and recorded. The Baseline Document Report may include maps, building envelopes, photographs and other documentation. Grantee may use the baseline documentation for enforcement purposes but is not limited to the use of the baseline documentation to identify any violations to the Easement or to show a change of conditions or agricultural use of the property.
- 13. SUBORDINATION.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
- 14. LIMITATIONS ON AMENDMENT.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, Grantor and Grantee may, by mutual written agreement, amend this Easement; provided that no amendment will be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the IRC and the laws of the State of Michigan. Any amendment will be consistent with the purpose of this Easement and will not alter the perpetual duration of the Easement. Any proposed amendment will not permit residences to be constructed on the Property and will not alter the agricultural use of the Property. Any mutually approved amendment shall be in writing and shall be filed in the office of the Register of Deeds for the County in which the property is located. Nothing in this paragraph requires the Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any proposed amendment.
- 15. TITLE AND ENVIRONMENTAL WARRANTIES.** Grantor warrants that Grantor has good and marketable title to the property; that Grantor has the legal right to convey this Easement; and that all encumbrances on the Property have been disclosed to Grantee and subordinated in accordance with the paragraph titled Subordination, or as requested by Grantee. Grantor warrants that it is in compliance with, and will 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, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.
- 16. LIABILITY & INDEMNIFICATION.** Grantor shall indemnify, defend, and hold harmless Grantee from any liability resulting from Grantor's negligent acts or those of Grantor's agents, employees, lessees and invitees, including, but not limited to, the release, use or deposit of any hazardous substance on the Property.
- 17. LIMITATIONS ON EXTINGUISHMENT.** This Easement is intended to be perpetual. But the Easement may be terminated under limited circumstances in accordance with the relevant portions of the Natural Resources and Environmental Protection Act of 1994 (NREPA), specifically MCL 324.36206(6) and MCL 324.36111b(7), as amended. If approval for termination is given, Grantor must pay to State Grantee the current fair market value of the rights at the time of termination, as determined by a licensed certified general appraiser. The payment may be proportionally allocated to the Local Grantee in the same proportion as the

contribution for the original purchase of Easement. The State Grantee's share will be placed in the Agricultural Preservation Fund established under Part 362 of NREPA, 324.36201 et seq, as amended. State Grantee will promptly remit any agreed upon respective proportional payments to Local Grantee.

- 18. CONDEMNATION.** If all or any part of the Property is taken by exercise of the power of eminent domain, by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property being taken, and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Easement in connection with the taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of the paragraph titled Limitations on Extinguishment. The rights of Grantor and Grantee set forth in this paragraph shall be in addition to, and not in limitation of, any rights at common law.
- 19. LIBERAL CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the grant to effectuate the purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 20. SEVERABILITY.** If any provision of this Easement or the application of any provision to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and their application to other persons and circumstances shall not be affected.
- 21. NO MERGER.** If the Grantee obtains fee title to the Property, Grantee shall transfer the Easement to a qualified entity as defined by state and federal law cited in the paragraph titled Assignment.
- 22. EFFECTIVE DATE.** Grantor and Grantee intend that the terms of this Agricultural Conservation Easement are effective on the date this instrument is recorded in the applicable office of the Register of Deeds, after all required signatures have been affixed hereto. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Easement.
- 23. NOTICES.** Any notices required or desired to be given, shall be in writing to the following address:

Local Grantee:

State Grantee:

Farmland and Open Space Preservation Program
Michigan Department of Agriculture and Rural Development
525 W. Allegan St.
P.O. Box 30449
Lansing, Michigan 48909

IN WITNESS WHEREOF, the Grantor has signed this Agricultural Conservation Easement agreement on this _____ day of _____, ____.

GRANTOR

Signature and Printed Name

Signature and Printed Name

STATE OF MICHIGAN }
 }ss.
COUNTY OF _____}

On this ____ day of _____, _____, before me, a Notary Public, personally appeared _____ to me known to be the same person(s) who executed the foregoing Agricultural Conservation Easement and acknowledged the same to be their own free act and deed.

_____, Notary Public
(print name)

_____ County, Michigan

acting in _____ County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the Grantee has signed this Agricultural Conservation Easement agreement on this _____ day of _____, ____.

LOCAL GRANTEE

(Local Grantee Name)
(Local Program Name)
(Authorized Signer and Title)

Signature and Printed Name

STATE OF MICHIGAN }
 }ss.
COUNTY OF _____ }

On this ____ day of _____, _____, before me, a Notary Public, personally appeared _____, to me known to be the same person who executed the foregoing Agricultural Conservation Easement, and acknowledged the same to be their own free act and deed.

_____, Notary Public
(print name)

_____ County, Michigan acting in
_____ County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the Grantee has signed this Agricultural Conservation Easement agreement on this _____ day of _____, ____.

**STATE GRANTEE
MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

Farmland and Open Space Preservation
Producer Services Division

Program Manager

STATE OF MICHIGAN }
 }ss.
COUNTY OF INGHAM }

On this ____ day of _____, ____, before me, a Notary Public, personally appeared _____, Program Manager, to me known to be the same person who executed the foregoing Agricultural Conservation Easement, and acknowledged the same to be his own free act and deed.

_____, Notary Public
_____ County, Michigan
acting in _____ County, Michigan
My Commission Expires: _____

Prepared by and return to:



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

DR. TIM BORING
DIRECTOR

January 12, 2026

Dear Local Farmland Preservation Representative:

The Michigan Department of Agriculture and Rural Development (MDARD) and the Michigan Agricultural Preservation Fund Board (APFB) are pleased to announce the Fiscal Year 2026 grant funding cycle. The Agricultural Preservation Fund and associated Agricultural Preservation Fund Board provides grants to eligible local units of government and their qualified Purchase of Development Rights programs (PDRs). This grant cycle will include \$1.9 million in available funding. The funds may be used for the purchase of development rights to preserve locally important farmland.

To be eligible for this grant cycle, the local unit of government must be qualified by MDARD as a local PDR program in the previous fiscal year (no later than September 30). A qualified program is allowed to submit multiple applications and may be awarded more than one grant subject to available funding, but please submit a separate application for each property. Per Board policy, up to \$250,000 will be set aside for new programs. A new program is defined as a program that has never been awarded a grant by the Michigan Agricultural Preservation Fund Board. Recently reinstated programs may qualify as a new program but will be subject to APFB approval.

Applications must be submitted to krohnj@Michigan.gov no later than 4:00 p.m. (EST) on Friday, March 13, 2026. Applications received by the deadline will be reviewed for completeness and scored by a joint review committee. **Please note the requirement to include a recent appraisal of the proposed easement with the application.** The scores and grant award recommendations will be presented to the Michigan Agricultural Preservation Fund Board for their review and approval during a regularly scheduled public meeting in 2026.

The grant application form, a list of currently qualified farmland preservation programs, and information on how to become a qualified Local Purchase of Development Rights (PDR) program for future grant opportunities can be found at Michigan.gov/Farmland. Please call 517-243-7949, or email KrohnJ@Michigan.gov, if you have any questions about the application and submission process.

Sincerely,

Chip Kraus
Program Manager
Farmland and Open Space Preservation

Enclosure



**MICHIGAN AGRICULTURAL PRESERVATION FUND BOARD
LOCAL FARMLAND PRESERVATION PROGRAM
FY2026 GRANT APPLICATION FORM**

APPLICATIONS DUE 4:00 p.m. Friday, March 13, 2026

Submit completed applications to: krohnj@Michigan.gov

The applicant indicated on this form agrees to comply with the current Michigan Agricultural Preservation Fund Board policies and any future updates to Board policies, for any grants awarded to the applicant by the Board.

Program Name:

Program Type (County, Township, Multi-Township):

Program Contact Person (Name, Email, Phone):

List of Qualified Township(s) Participating (for County Programs):

NOTE:

If your program would like to apply for multiple properties, please fill out a separate application for each property.

Refer to [Policies and Procedures](#) under the scoring system section for detailed information on evaluation criteria.

Complete this worksheet and attach the requested information for the subject property:

<p>Total amount of money requested from the Agricultural Preservation Fund for subject property:</p>	<p>\$</p>
<p>Appraised total value of the development rights for the land to be encumbered by the easement (<i>please include a before-and-after appraisal of the Development Rights from the last 24 months</i>):</p>	<p>\$</p>
<p>The amount of matching funds to be provided as a percent of the total estimated value of the development rights. (<i>The minimum match must be at least 25% of the appraised total value of the development rights. Please include letters of commitment and/or grant award letters.</i>):</p>	<p>_____ %</p>
<p>Total number of acres to be encumbered by the easement (do not include acreage excluded from the easement for future building sites):</p>	<p>_____ Total Acres</p>
<p>Percentage of agricultural land in the local area (<i>total acres of qualified agricultural land [active farmland] in the subject property's township[s], divided by the total acres of land in the subject property's township[s]</i> Please include a letter from your assessor[s] certifying this calculation.):</p>	<p>_____ %</p>
<p>Percentage of prime and unique soils and soils of local importance in the application (<i>the percentage of tillable land area in production in the application that is classified as prime and unique or locally significant agricultural land, as defined by the USDA-NRCS. Please provide a map of the property from the USDA Web Soil Survey</i>)</p>	<p>_____ %</p>
<p>Total amount of frontage, measured in feet, along all roads adjacent to the subject property:</p>	<p>_____ Total Feet</p>
<p>Percentage of Agricultural Land in Production (<i>The number of acres of agricultural land in production in an application, divided by the number of total acres applied for in the application. Please include a detailed aerial map of the subject property.</i>)</p>	<p>_____ %</p>

Complete this worksheet and attach the requested information for the subject property:

1. Name of landowner(s):

2. Matching funds to be provided for the property:

Source(s) of matching funds	Amount of match
	\$
	\$
	\$
Total Match	\$

3. Number of Splits Reserved: _____

(any resulting parcel must be a minimum of 40 acres in size)

INCLUDE WITH EACH PROPERTY WORKSHEET:

- A map showing the location of the property.
- Legal description of the property.
- Tax bill(s) and deed(s).
- Certification that the surface mineral rights are controlled by the landowner (or that a third-party holder of the surface mineral rights would consent to subordination of those rights to the interest of the conservation easement).
- A signed option indicating the willingness of the landowner(s) to convey their development rights and enter into an agricultural conservation easement jointly with the local government and the State of Michigan.