

**CONSERVATION EASEMENT**  
**[INSERT NAME] FARM**

PR-0000  
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Pursuant to the Conservation and Historic Preservation Easement Act, Sub Part 11 of Part 21 of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended, MCL Sections 324.2140 et seq.

**BY THIS CONSERVATION EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, **[insert name]** (hereafter collectively referred to as “Grantor”) whose address is **[insert address]**, conveys and warrants to the **MICHIGAN DEPARTMENT OF AGRICULTURE FOR AND ON BEHALF OF THE STATE OF MICHIGAN**, whose address is Environmental Stewardship Division, Department of Agriculture, P. O. Box 30449, Lansing, Michigan (“Grantee”), a Conservation Easement (hereinafter, “Conservation Easement”) of the Property hereinafter described.

This conveyance is a gift from the Grantor to Grantee, a unit of government of the State of Michigan, and is, therefore, exempt from Transfer Tax pursuant to MCL 207.505(a) and 207.526(a)

**PROPERTY DESCRIPTION:** Certain property located in **[insert]** Township, **[insert]** County, Michigan, said Property possessing significant scenic, wetlands, agricultural, forest, natural, and open space values (collectively, “conservation values”) of great importance to Grantor, to Grantee, to the residents of **[insert]** County and to the State of Michigan, more particularly described in Exhibit A attached hereto and incorporated herein by this reference and hereinafter referred to as the “Protected Property”.

**RECITALS AND DESCRIPTION OF CONSERVATION VALUES**

**WHEREAS**, Grantor and Grantee recognize that the Protected Property in its current condition has conservation value as scenic open space enjoyed by the public traveling along Ionia Road, a public road which is contiguous to the Protected Property for more than **[insert]**; and

**WHEREAS**, Grantor and Grantee recognize that the Protected Property’s scenic open space values are enhanced by the following:

- (a) the fact that a significant portion of the Protected Property is currently and, as a consequence of this Conservation Easement will remain, undeveloped;
- (b) the fact that unrestricted development of the Protected Property would impair the conservation values of the Protected Property (including views of and across the Property along [insert] Road) and the surrounding area; and
- (c) the fact that the open space values result in part from traditional uses of the Protected Property, such as [insert] and that the wetlands portions of the Protected Property have not been significantly disturbed by human activities;

**WHEREAS**, the Protected Property includes valued wetlands, as described in the Wetland Protection Act, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 et seq.;

**WHEREAS**, the conservation of the Protected Property is pursuant to clearly delineated state conservation policy and yields a significant public benefit. The following legislation, among others, establishes relevant state public policy:

Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Act – MCL Sections 324.30301 et seq (Legislative Findings MCL Section 324.30302);

Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act, MCL Sections 324.35501 et seq. (Legislative Findings MCL Section 324. 35502);

**WHEREAS**, the Grantor and the Grantee recognize that the protection of the Protected Property’s open space and other conservation values will yield significant public benefits, as evidenced by the Recitals hereinbefore mentioned;

**WHEREAS**, the specific conservation values of the Protected Property are documented in a report to be kept on file at the offices of Grantee, which documentation (“Baseline Documentation Report”) the parties agree provides an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

**WHEREAS**, Grantor and Grantee recognize the scenic, agricultural, natural and open character of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from Grantor to Grantee of affirmative rights for the protection of the Protected Property, intending the grant of such restrictions and rights to qualify as a “qualified conservation contribution” as that term is defined under Section 170(h) of the Code;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Code and the laws of the State of Michigan, in particular the Conservation and Historic Preservation Easement Act, Sub Part 11 of Part 21 of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended, MCL Sections 324.2140 et seq., Grantor hereby voluntarily grants and conveys to Grantee and its successors and permitted assigns this Conservation Easement in perpetuity over the Protected Property, being a portion of the Property, of the nature and character and to the extent hereinafter set forth. Grantor herein declares that the Protected Property shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth, which covenants,

conditions, restrictions, and easements shall constitute restrictive covenants and shall be deemed to run with the land in perpetuity and to burden the Protected Property in perpetuity.

## **PURPOSE**

### 1. **Purpose**

It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its scenic, natural, and open space condition for conservation purposes, and to prevent any use of the Protected Property not expressly permitted herein that will materially impair or interfere with the significant conservation values of the Protected Property.

## **RIGHTS OF GRANTEE**

### 2. **Affirmative Rights of Grantee.** Grantor hereby grants the following rights to Grantee, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee:

- (a) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement, and to require of Grantor (if such inconsistent activity is by Grantor or by third persons claiming by, through or under Grantor) or of third persons, as applicable, the restoration of such areas or features of the Protected Property that may be damaged by any such inconsistent activity or use;
- (b) upon not less than fourteen (14) days prior written notice to Grantor, and without unreasonably interfering with Grantor's use and quiet enjoyment of the Protected Property as restricted by this Conservation Easement, to enter upon the Protected Property at reasonable times and in a reasonable manner in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, provided that in the absence of evidence which gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Conservation Easement (which evidence shall be made available to Grantor), such entry shall not occur more often than once annually;
- (c) after providing Grantor with at least sixty (60) days prior written notice and an opportunity to cure, to enforce this Conservation Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings in a local court of competent jurisdiction; and
- (d) if Grantee in good faith determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, to obtain injunctive and other equitable relief against any violations in a local court of competent jurisdiction, including without limitation relief requiring removal of offending structures and vegetation and other restoration of the Protected Property to substantially the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law).

### 2.1 **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term or provision of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or provision or of any subsequent breach of the same or any other term or provision of this Conservation

Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

- 2.2 **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, acts of trespassers or the unauthorized or wrongful acts of third parties, fire, flood, storm, and earth movement, or major tree disease, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Protected Property from vandalism, trespass, or any other violation of the terms or provisions of this Conservation Easement.
- 2.3 **Costs.** In connection with any action to enforce the terms or provisions of this Conservation Easement, Grantor and Grantee shall each be responsible for their own costs of suit, including attorneys' fees.

### **PROHIBITED USES; RESERVED RIGHTS**

3. **Prohibited Uses.** The following acts or uses are expressly forbidden on, over, or under the Protected Property, except as provided in paragraphs 4 and 5:
- (a) subdivision, division, or de facto subdivision of any portion of the Protected Property into more than one ownership;
  - (b) mining, excavating, dredging, or removing from the Protected Property of soil, loam, peat, gravel, sand, hydrocarbons, rock, or other mineral resource or natural deposit;
  - (c) commercial or industrial uses of the Protected Property, including but not limited to commercial recreational activities as defined in accordance with Section 2031(c) of the Code;
  - (d) constructing or placing of any building, mobile home, transmission or receiving tower for public utilities, energy facility, or other temporary or permanent structure or facility on, above, or below the Protected Property;
  - (e) cutting, removing, or otherwise destroying shrubbery or trees except as noted in (5);
  - (f) the installation of underground storage tanks or the placing, filling, storing, or dumping on the Protected Property of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such substance, whether or not generated on the Protected Property; and
  - (g) any unanticipated activity or use of the Protected Property which would materially impair significant conservation values unless such use or activity is necessary for the protection of other conservation values that are the subject of this Conservation Easement, in which case such use or activity shall be subject to the prior approval of Grantee as provided in paragraph 9 below.
4. **Reserved Rights.** The provisions of paragraph 3 notwithstanding, the following rights, uses, and activities of or by Grantor and its employees, agents, tenants, subtenants, licensees and

permittees (collectively, the “Grantor Parties”) shall be permitted by this Conservation Easement:

- (a) the right to engage in all acts and uses that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement;
- (b) subject to the provisions of paragraph 5, the right to harvest, plant, cultivate, and otherwise manage timber for domestic purposes;
- (c) subject to the provisions of paragraph 6, the right to conduct farming and agricultural activities (as such activities are defined in paragraph 6 below) for domestic or commercial purposes;
- (d) the right for domestic, non-commercial purposes to engage in any outdoor recreational activities that are not disruptive of the natural environment and which are not inconsistent with the purpose of this Conservation Easement;
- (d) the right to compost, burn, or store vegetative waste generated by permitted activities and uses and the right to store for removal at reasonable intervals normal and customary waste generated on the Protected Property by permitted activities and uses;
- (e) the right to post all or a portion of the Protected Property against trespassing, fishing and hunting; and

5. **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, dead and diseased trees and trees that pose threats to persons or property. Commercial forestry activities shall be prohibited.
6. **Agricultural Use.** Grantor retains the right to continue agricultural use as defined. 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 the breeding and grazing of cattle, swine, captive cervidae, equines and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; aquaculture, Christmas trees; and other similar uses and activities. The management and harvesting of a woodlot is not considered as an agricultural use.
7. **Access.** Except as expressly provided herein with respect to Grantee’s right of entry to the Protected Property for inspection purposes, no right of access for others to any portion of the Protected Property or for Grantee or others to any other portion of the Property is conveyed by this Conservation Easement.
8. **Costs, Liabilities, and Taxes.** Grantor (and each of Grantor’s successors in title, as the case may be) retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of general liability insurance coverage and any taxes assessed on Grantor’s interest in the Protected Property.

## **NOTICE AND APPROVAL**

### 9. **Approval by Grantee; Notice to Grantee; Breach.**

9.1 **Grantee's Approval or Withholding of Approval.** When Grantee's approval is required, Grantee shall grant or withhold its approval in writing within twenty (20) days of receipt of Grantor's written request therefor. Grantee agrees to evaluate Grantor's requests under this Conservation Easement based on its good faith exercise of professional judgment. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given. Failure of Grantee to deliver a written response to Grantor within such twenty (20) day period shall be deemed to constitute written approval by Grantee of any request submitted for approval that is not contrary to the express restrictions hereof.

9.2 **Approval by Grantee of Certain Uses or Activities.** Except in the event of a bona fide emergency (in which event Grantor shall notify Grantee as soon as reasonably practicable of the activity undertaken on or use made of the Protected Property), any use or activity conditionally permitted under paragraph 3(g) shall be subject to the prior approval of Grantee. Grantor shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee's evaluation of the request shall generally take into account the criteria included at paragraphs 9.3(a)-(c), below, as they relate to the activity or use itself as well as to the site for the proposed activity or use, and Grantee's approval or permission, as the case may be, shall not be unreasonably withheld.

9.3 **Approval Criteria by Grantee.** Grantor shall request approvals in writing and shall include information identifying the proposed use or activity with reasonable specificity and, when applicable, evidencing conformity with existing land use regulations. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:

- (a) the extent to which the activity or use would have an adverse effect on views of and across the Protected Property;
- (b) the extent to which the activity or use would have an adverse effect on wildlife or wildlife habitat;
- (c) the extent to which the activity or use would otherwise materially impair the conservation values of the Property.

Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 9.3.

9.4 **Notice to Grantee.** Following the receipt of Grantee's approval when required under paragraph 9.2, and not less than five (5) days prior to the commencement of any use or activity approved under paragraph 9.2 and paragraph 9.3; Grantor agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. When such information was not previously provided to Grantee under the

requirements of this paragraph 9, the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder. See also paragraph 11, with respect to Grantor's written notice to Grantee concerning a transfer of any interest in all or a portion of the Protected Property.

- 9.5 **Breach.** Failure to secure such approval or give such notice as may be required by this paragraph 9 shall be a material breach of this Conservation Easement notwithstanding any other provision of this Conservation Easement and shall entitle Grantee to such rights or remedies as may be available under paragraph 2.
- 9.6 **Compliance.** Upon receipt of a written request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor at Grantor's request a written document setting forth to the best of Grantee's knowledge Grantor's compliance with any obligation of Grantor contained in this Conservation Easement or otherwise to evidence the status of this Conservation Easement to the extent of Grantee's knowledge thereof.

#### **ASSIGNMENT BY GRANTEE; TRANSFERS BY GRANTOR**

10. **Limitations on Assignment by Grantee.** The benefits of this Conservation Easement shall not be assignable by Grantee, except (i) if as a condition of any assignment, Grantee requires that the purpose of this Conservation Easement continues to be carried out, (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Code and the laws of the State of Michigan as an eligible donee to receive this Conservation Easement directly; and (iii) Grantor consents in writing to such assignment, such consent not to be unreasonably withheld or delayed. Grantee agrees to notify Grantor in writing at least sixty (60) days prior to any contemplated assignment of this Conservation Easement. Any attempted assignment by Grantee of the benefits of this Conservation Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Conservation Easement.
11. **Transfers by Grantor.** Grantor agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Protected Property, including without limitation a leasehold interest for a term greater than one year. Grantor further agrees to give written notice to Grantee of the transfer of any such interest prior to, at, or at least twenty (20) days following the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

#### **AMENDMENT; EXTINGUISHMENT**

12. **Limitations on Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Conservation Easement; provided that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of Michigan. Any such amendment shall be consistent with the purpose of this Conservation Easement, shall not affect its perpetual duration,

shall not permit additional residences to be constructed on the Protected Property other than residences permitted by this Conservation Easement on its effective date, and shall not permit any impairment of the significant conservation values of the Protected Property. Any such amendment shall be executed by Grantee or by Grantee's successor in title to the benefits of this Conservation Easement and shall be filed in the office of the Register of Deeds for [insert] County, Michigan (the "Registry"). Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

13. **Limitations on Extinguishment.** If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a local court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of this Conservation Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of paragraph 14, adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's conservation purposes.
14. **Percentage Interests.** For purposes of this paragraph, the parties hereto stipulate that as of the effective date of this grant the Conservation Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Conservation Easement on the effective date of this grant to the value of the Protected Property, without deduction for the value of the Conservation Easement, on the effective date of this grant. The values on the effective date of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation Report of the Protected Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Protected Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.
15. **Condemnation.** If all or any part of the Protected Property is taken under 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 Protected Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such 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 paragraphs 13 and 14 (with respect to the allocation of proceeds). The respective rights of Grantor and Grantee set forth in this paragraph 15 shall be in addition to, and not in limitation of, any rights they may have at common law.

## **GENERAL PROVISIONS**

### 16. **General Provisions.**

- 16.1 **Reasonableness Standard.** Grantor and Grantee shall follow a reasonableness standard and shall use their good faith and duly diligent efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Conservation Easement in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end.
- 16.2 **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Michigan.
- 16.3 **Title.** Grantor represents that the Protected Property is free and clear of all encumbrances and represents that, as owner of the Protected Property in fee simple, Grantor has access to the Protected Property and has good right to convey to Grantee this Conservation Easement, and that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.
- 16.4 **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and their application to other persons and circumstances shall not be affected thereby.
- 16.5 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 11.
- 16.6 **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property, provided that no owner shall be responsible except for violations occurring on such owner's land while owner thereof.
- 16.7 **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:            [insert name]  
                              [insert address]

or to such other address as any of the above parties from time to time shall designate by written notice to the others.

- 16.8 **Development Rights.** The Protected Property and those portions of the Protected Property that are in common ownership with other portions of the Property not subject to this Conservation Easement may be included as part of the gross area of portions of the Property or Protected Property for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. The development rights which have been encumbered and extinguished by this Conservation Easement shall not be transferred to any other property which is not the Protected Property or the Property pursuant to a transferable development rights plan, cluster development arrangement, or otherwise.
- 16.9 **Effective Date.** Grantor and Grantee intend that the restrictions arising hereunder take effect upon delivery to the Registry of this instrument for recording in the Registry after the signatures of Grantor and Grantee have been affixed hereto. Grantee may re-record this instrument at anytime following the Effective Date as may be required to preserve Grantee's rights in this Conservation Easement.

**TO HAVE AND TO HOLD**, the said Conservation Easement, unto the said Grantee and its successors and assigns forever.

**IN WITNESS WHEREOF**, the undersigned have caused this Conservation Easement to be duly executed on the dates set forth below.

**IN WITNESS WHEREOF**, Grantor has signed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2006.

**GRANTORS**

\_\_\_\_\_  
[insert name]

\_\_\_\_\_  
[insert name]

STATE OF MICHIGAN            }  
  §  
COUNTY OF [INSERT]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public, personally appeared [insert name], to me known to be the same person who executed the foregoing easement and acknowledged the same to be her own free act and deed.

\_\_\_\_\_  
Notary Public

My Commission Expires:

County, Michigan

This Easement has been accepted by Grantee, Michigan Department of Agriculture, on the date and year shown below.

**GRANTEE**  
**MICHIGAN DEPARTMENT OF AGRICULTURE**

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By: Richard A. Harlow, Program Manager  
Farmland and Open Space Preservation  
Environmental Stewardship Division  
Date:

STATE OF MICHIGAN        }  
  §  
COUNTY OF INGHAM

On this \_\_\_ day of \_\_\_\_\_ 2006, before me, a Notary Public, personally appeared **Richard A. Harlow**, to me known to be the **Program Manager, Farmland and Open Space Preservation, Environmental Stewardship Division of the Michigan Department of Agriculture.**

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Katharine McGarry, Notary Public  
Eaton County acting in Ingham County, Michigan  
My Commission Expires: January 28, 2007

Prepared By and Return To:  
Richard Harlow, Program Manager  
Farmland and Open Space Preservation  
Environmental Stewardship Division  
Michigan Department of Agriculture  
P.O. Box 30449  
Lansing, MI 48909

Tax Parcel #[insert]