

# **Baseline Documentation Report**

Gemrich Conservation Easement  
Section 35, Hope Township  
Barry County, Michigan

Property of  
Alfred J. and Jean Gemrich  
2347 West Dowling Road  
Delton MI 49046

February 23, 2007

Prepared by:  
Emily Wilke  
Southwest Michigan Land Conservancy, Inc.  
6851 S. Sprinkle Road  
Portage, Michigan 49002  
(269) 324-1600

BASELINE DOCUMENTATION REPORT  
Gemrich Conservation Easement

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## CERTIFICATION

This is to certify that we, Alfred J. and Jean Gemrich, husband and wife, and I, Peter D. Ter Louw, duly authorized agent of the Southwest Michigan Land Conservancy, do accept and acknowledge the following document and photographs as being, to the best of our respective knowledge, an accurate description of the physical features and current land uses on the subject property, and we affirm that there are no activities ongoing on this property that are inconsistent with the covenants contained in the Conservation Easement conveyed by Alfred J. and Jean Gemrich to the Southwest Michigan Land Conservancy, dated December 28, 2006 and recorded on December 28, 2006 in Liber # 1174451, Pages 1-27 of the Barry County Register of Deeds, City of Hastings, Michigan 49058.

### DONORS:

  
Alfred J. Gemrich

  
Jean Gemrich

STATE OF MICHIGAN                    )  
  )ss.  
COUNTY OF KALAMAZOO )

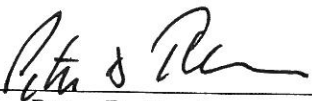
This 23<sup>rd</sup> day of March 2007, Alfred J. and Jean Gemrich, personally appeared before me and acknowledged this instrument, by them subscribed, to be their free act and deed.

PENELOPE JAMES  
Notary Public, State of Michigan  
County of St. Joseph  
My Commission Expires Jan. 8, 2012  
Acting in the County of Kalamazoo

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

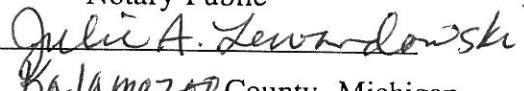
CERTIFICATION (Continued)

Southwest Michigan Land Conservancy, Inc.,  
a Michigan nonprofit corporation

  
By: Peter D. Ter Louw  
Its: Executive Director

STATE OF MICHIGAN                    )  
  )ss.  
COUNTY OF Kalamazoo )

This 21<sup>st</sup> day of March 2007, Peter D. Ter Louw, duly authorized agent and Executive Director of the Southwest Michigan Land Conservancy, Inc., personally appeared before me and acknowledged this instrument, by him subscribed, to be his free act and deed, and to be the free act and deed of the Southwest Michigan Land Conservancy, Inc.

Notary Public  
  
Kalamazoo County, Michigan  
Acting in Kalamazoo County  
My commission expires: 2/12/13

**GEMRICH CONSERVATION EASMENT  
SECTION 35, HOPE TOWNSHIP, BARRY COUNTY, MICHIGAN**

**Introduction**

The purpose of the following information is to describe the physical features and current uses of land on which a Conservation Easement was conveyed to the Southwest Michigan Land Conservancy (SWMLC) on December 28, 2006, and recorded on December 28, 2006, in Liber # 1174451, Pages 1-27, of the Barry County Register of Deeds, City of Hastings, Michigan 49058.

**Contact Information**

Address:  
2347 West Dowling Road  
Delton MI 49046

**Summary of Landowner's Reserved Rights**

The purpose of the Conservation Easement placed on this Property is to allow the Property to be used for conservation of natural and open space features. In addition, the Donor reserves the following rights:

- ◆ Right to Convey
- ◆ Right to Divide Property
- ◆ Right to Add and Maintain Designated Structures or Uses within Building Envelope I
- ◆ Right to Add, Maintain and Replace Designated Structure in Building Envelope II
- ◆ Right to Maintain and Replace Designated Structure Outside of Building Envelope
- ◆ Right to Maintain Natural Areas
- ◆ Right to Add and Maintain Trails and Two Tracks
- ◆ Right to Manage Lawn and Garden
- ◆ Right to Remove Trees in Managed Woodland Areas
- ◆ Right to Maintain Agricultural and Open Space Activities
- ◆ Right to Maintain the Agriculture Area as Non-agricultural Open Fields
- ◆ Right to Use the Property for Educational, Scientific, and Research Purposes
- ◆ Right to Construct and Maintain Perimeter Barriers
- ◆ Right to Conduct Ecological Restoration
- ◆ Right to Hunt
- ◆ Right to Noncommercial Fruit, Berry and Mushroom Picking
- ◆ Right to Passive Recreational Activities
- ◆ Right to Construct and Maintain Hunting Blinds and Tree Stands
- ◆ Right to Trim Vegetation
- ◆ Right to Exploit Subsurface Mineral Resources
- ◆ Right to Riparian Rights
- ◆ Right to Use Materials on Site

This is NOT an entire description of the actual legal rights reserved. For a more complete description of these rights, refer to the Conservation Easement located in Appendix A.

### **Significance and Description of the Protected Property**

The Gemrich Conservation Easement Property is located in Hope Township, Barry County, Michigan, contains approximately 207 acres and is more specifically described as follows:

Parcel 1: The West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , Section 35, Town 2 North, Range 9 West.

Parcel 2: The Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 35, Town 2 North, Range 9 West and that part South of Cedar Creek of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35, Town 2 North, Range 9 West. ALSO, the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  Section 35, Town 2 North, Range 9 West, PLUS 2  $\frac{1}{2}$  acres off the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$ . ALSO, the North  $\frac{1}{2}$  half of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{2}$  of Section 35, Town 2 North, Range 9 West, EXCEPT commencing at the Southeast corner of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 35, Town 2 North, Range 9 West; thence North along the East line of Section 35, 226.00 feet to point of beginning; thence continuing North 437.00 feet; thence North 89 degrees 56 minutes 40 seconds West 260.00 feet; thence South 434.00 feet parallel with the East line of the Section; thence South 89 degrees 17 minutes 00 seconds East 260.00 feet to point of beginning.

The Gemrich Conservation Easement property includes over  $\frac{3}{4}$  of a mile of frontage on Cedar Creek and approximately 300 feet of frontage on Big Cedar Lake, as well as significant frontage on what is known as Cedar Creek Mill Pond. The Property is a diverse landscape that contains areas of dramatic topographic relief and the area of and around the Cedar Creek, which is known to be the southern most population of northern white cedar (*Thuja occidentalis*). Cedar Creek is spring fed and known to be a productive trout stream.

The Property is noteworthy for its large size, open space, the Cedar Creek, and the functional wetlands surrounding it, as well as its proximity to other large areas of protected lands providing a vital corridor of wetlands and upland wildlife habitats. Valued native forest land exists on the Property, which includes diverse native species, trees of many age classes and structural diversity. These woodlands are characteristic of a historical oak-hickory forest and contain white, red and black oaks, smooth bark and shagbark hickory among other species. Healthy northern white cedars and tamarack trees are abundant in the approximately 38 acres of wetlands. Pine plantations include white and red pines, Austrian pines as well as several species of spruces, firs and cedars.

### **Information on the Resolution Accepting the Gift**

The SWMLC Board of Directors approved acceptance of the Gemrich Conservation Easement at its December 14, 2006, meeting held at the SWMLC office building at 6851 S. Sprinkle Road, Portage, MI 49002.

### **Legal Condition of Property**

The Conservation Easement has been signed, notarized and recorded. A photocopy of the document can be found in Appendix A. The title is free and clear. A copy of the title search can be found in Appendix C.

### **Condition of Land**

The Gemrich Conservation Easement Property is in excellent condition. The property contains a creek corridor that supports a wide diversity of plant and animal habitats, including the southern most population of northern white cedar (*Thuja occidentalis*). The property is incredibly scenic.

### **Ecological Features of Property**

A general description of the plants and animals found on the Property is listed in the baseline observations as found in Appendix D.

### **Buildings, Structures, and other Man-made Features of Property**

Inside of the Building Envelopes there is currently one single family residential structure, one garage, two barn structures, and one bell tower. Outside of the Building Envelopes there is a bridge constructed over Cedar Creek.

### **Photographs of the Property**

The Photo Documentation Map, the photo list, and the baseline photos are included in Appendix F.

### **Maps**

Maps of and including the Property can be found in Appendix E.

Appendix A

Conservation Easement



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DEC 28 2006

BARRY COUNTY  
REGISTER OF DEEDS

**CONSERVATION EASEMENT**

**DATE:** December 28, 2006

**DONOR/OWNER:** Alfred J. Gemrich and Jean Gemrich, husband and wife whose address is 2347 West Dowling Road, Delton MI 49046 and their heirs, executors, administrators, designated successors and designated assigns.

**DONEE/CONSERVANCY:** Southwest Michigan Land Conservancy, Inc. a Michigan nonprofit corporation, whose address is 6851 South Sprinkle Road, Portage, Michigan 49002, its successors and assigns.

For purposes of this Conservation Easement, the Donor, who is the current Owner, and all subsequent Owners of the subject Property, will be referred to as the "Owner" throughout this Conservation Easement. The Donee will be referred to as the "Conservancy" throughout this Conservation Easement.

**PROPERTY:** Property situated in the Township of Hope, Barry County, State of Michigan, more specifically described as:

Parcel 1: The West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , Section 35, Town 2 North, Range 9 West.

Parcel 2: The Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 35, Town 2 North, Range 9 West and that part South of Cedar Creek of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35, Town 2 North, Range 9 West. ALSO, the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  Section 35, Town 2 North, Range 9 West, PLUS 2  $\frac{1}{2}$  acres off the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$ . ALSO, the North  $\frac{1}{2}$  half of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{2}$  of Section 35, Town 2 North, Range 9 West, EXCEPT commencing at the Southeast corner of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 35, Town 2 North, Range 9 West; thence North along the East line of Section 35, 226.00 feet to point of beginning; thence continuing North 437.00 feet; thence North 89 degrees 56 minutes 40 seconds West 260.00 feet; thence South 434.00 feet parallel with the East line of the Section; thence South 89 degrees 17 minutes 00 seconds East 260.00 feet to point of beginning.

The above property description encompasses approximately 207 acres.



**CONVEYANCE:** The Owner conveys and warrants to the Conservancy a perpetual Conservation Easement over the Property. The scope of this Conservation Easement is set forth in this agreement. This conveyance is a gift from the Donor to the Conservancy. Accordingly, this is exempt from Transfer Tax pursuant to MCL 207.505(a) and 207.526(a).

**THE OWNER AND THE CONSERVANCY AGREE TO THE FOLLOWING:**

1. **PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE DONOR/OWNER AND THE CONSERVANCY.**
  - A. This Conservation Easement ensures that the Property will be perpetually preserved in its predominately natural, scenic, agricultural, forested, and open space condition. The Purposes of this Conservation Easement are to protect and improve the Property's natural resource and watershed values; to protect to maintain and enhance biodiversity; to retain quality habitat for native plants and animals, to maintain and enhance the natural features of the Property, and to protect fish and wildlife habitat. Any uses of the Property that are inconsistent with the Purposes of this Conservation Easement, as specifically delineated in the Conservation Values and not granted in the Permitted Uses are expressly prohibited.
  - B. The Donor is the Owner of the Property and is committed to preserving the Conservation Values of the Property. The Owner agrees to confine use of the Property to activities consistent with the Purposes of this Easement and the preservation of the Conservation Values.
  - C. The Conservancy is a qualified Recipient of this Conservation Easement, is committed to preserving the Conservation Values of the Property, and is committed to upholding the terms of this Conservation Easement. The Conservancy protects natural habitats of fish, wildlife, plants, and the ecosystems that support them. The Conservancy also preserves open spaces, including farms and forests, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit.
2. **CONSERVATION VALUES.** The Property possesses natural, scenic, open space, scientific, biological, and ecological features of prominent importance to the Owner, the Conservancy, and the public. These values are referred to as the "Conservation Values" in this Easement. The Conservation Values include the following:

**OPEN SPACE and SCENIC:**

- A. A scenic landscape and both rural and natural character that would be impaired by residential development of the Property.
- B. A scenic panorama visible to the public from publicly accessible sites that would



be adversely affected by modifications of the natural habitat.

- C. Prominent visibility to the public from **Dowling Road** and **Cedar Creek Road** as well as **Big Cedar Lake, Cedar Creek Mill Pond** and **Cedar Creek** which will enhance tourism if preserved in its natural state.
- D. Biological integrity of other land in the vicinity has been modified by intense residential development, and the trend is expected to continue.
- E. There is a reasonable possibility that the Conservancy and the owner may acquire other valuable property rights on nearby or adjacent properties to expand the Conservation Values preserved by this Conservation Easement.

**PUBLIC POLICY:**

- F. The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52, "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety, and general welfare of the people. The legislature shall provide for the protection of the air, water, and other natural resources of the state from pollution, impairment, and destruction."
- G. The Property is preserved pursuant to a clearly delineated federal, state, or local conservation policy and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:
  - Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 *et seq.*;
  - Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.35501 *et seq.*; (Legislative Findings § 324.35502);
  - Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Act - MCL §§ 324.30301 *et seq.*; (Legislative Findings MCL § 324.30302);
  - Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, aka "Section 404" Clean Water Act.);
  - Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.30101 *et seq.*;





- Great Lakes Submerged Lands, Part 325 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.32501 *et seq.*;
  - Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.36101 *et seq.*;
  - Soil Conservation, Erosion, and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.9101 *et seq.*; 324.9301 *et seq.*; (Legislative Policy § 324.9302);
- H. The County of Barry has designated the area around Cedar Creek including on this property as “Preserved Lands”.

#### **WILDLIFE VALUES:**

- I. The Property is home to many species of wildlife, including waterfowl and wading birds, upland game birds and mammals, reptiles and amphibians and fish.
- J. The Property provides vital corridor wetlands and upland wildlife habitats that serve as a connection for wildlife movement and create a natural greenway along Cedar Creek, as well as a portion of Big Cedar Lake, and the surrounding wetlands, agricultural and forested lands.
- K. The Property is noteworthy for its large size, open space, the Cedar Creek and the functional wetlands surrounding it and its proximity to other large areas of protected lands.

#### **ECOLOGICAL / HABITAT:**

- L. The Property contains significant natural habitat in which fish, wildlife, plants, and the ecosystems that support them, thrive in a natural state.
- M. Wetlands, as described in Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 *et seq.*, identified as important natural resources for the people of the State of Michigan, are present on the Property. The property contains approximately 38 acres of wetland as determined by the National Wetland Inventory, United States Department of the Interior.
- N. Habitat for rare, endangered, or threatened species of animal, fish, plants, or fungi, including Cisco (*Coregonus artedii*) a whitefish found in and around Big Cedar Lake, and listed as threatened in Michigan, is supported on the Property.
- O. The Property contains sustainable habitat for biodiverse vegetation, birds, fish,

and terrestrial animals.



- P. The Property is a diverse landscape that contains areas of dramatic topographic relief and the area of and around the Cedar Creek, which is known to be the southern most population of northern white cedar (*Thuja occidentalis*). Cedar Creek is spring fed and also known to be a productive trout stream. Approximately a dozen springs are known on the property, and these springs lead directly into Cedar Creek. There are also other pothole wetlands throughout the property characteristic of the heavy glacial activity associated with the area.

The property also contains a diverse collection of trees that line the slopes and non agricultural sections of the property. These woodlands are characteristic of a historical oak-hickory forest and contain white, red and black oaks, smooth bark and shagbark hickory among other species. Healthy northern white cedars and tamarack trees are abundant in the approximately 38 acres of wetlands. Pine plantations include white and red pines, Austrian pines as well as several species of spruces, firs and cedars. Active agriculture is also found on the property in the form of hay, or alfalfa, as well as an area of Christmas Trees.

- Q. The Property contains natural wetland areas that provide habitat for aquatic invertebrates, reptiles, amphibians, and aquatic and/or emergent vegetation.
- R. Valued native forest land exists on the Property, which includes diverse native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs. The property is recognized as a certified Tree Farm within the American Tree Farm System.

#### **WATERSHED PROTECTION:**

- S. The Property provides important natural land within the watershed of Cedar Creek a subwatershed within the Thornapple River Watershed. The Thornapple River eventually flows into the Grand River, which makes up the largest watershed within the state with one common river. Protection of the Property in its natural and open space condition helps to ensure the quality and quantity of water resources for the Delton and Hastings areas.
- T. Sections of the property are situated on hillsides with slopes greater than 20% that are adjacent to or in close proximity to Cedar Creek and the vegetated slopes would be highly susceptible to erosion damage and accelerated stormwater runoff that could adversely affect water quality if the trees or other vegetation were removed.
- U. The Property includes over  $\frac{3}{4}$  of a mile of frontage on Cedar Creek and approximately 300 feet of frontage on Big Cedar Lake as well as significant frontage on what is known as Cedar Creek Mill Pond.

**ADJACENT TO PROTECTED LANDS**



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- V. The Property lies in close proximity to the following conserved properties that similarly preserve the existing natural habitat:
- 1) Brewster Lake Conservation Easement (Pierce Cedar Creek Institute), Southwest Michigan Land Conservancy, Barry County, Baltimore Township, Sections 19 and 30;
  - 2) Boesch Conservation Easement, Southwest Michigan Land Conservancy, Barry County, Orangeville Township, Section 30;
  - 3) Jones Conservation Easement, Southwest Michigan Land Conservancy, Barry County, Orangeville Township, Section 30;
  - 4) Schultz Lake Conservation Easement, Southwest Michigan Land Conservancy, Barry County, Hope Township, Section 10;
  - 5) Perry Family Conservation Easement, Southwest Michigan Land Conservancy, Barry County, Hope Township, Sections 8 & 17;
  - 6) Gray Conservation Easement, Southwest Michigan Land Conservancy, Barry County, Hope Township, Sections 4 & 9;
  - 7) Blue Ridge Farm Conservation Easement, Southwest Michigan Land Conservancy, Barry County, Orangeville Township, Sections 34 and 35;
  - 8) Barry, State of Michigan, Department of Natural Resources, Barry County, Hope, Orangeville, Yankee Springs and Rutland Charter Townships, Multiple Sections;
  - 9) Lux Arbor Farm, Michigan State University, Barry County, Prairieville Township, Sections 10, 11, 14 and 15.
- W. Preservation of the Property enables the Owner to integrate the Conservation values with other neighboring lands.

**FARMLAND:**

- X. The Property has a long history of productive farming and contains areas with soil classifications designated as Coloma-Boyer loamy sand, 0-6 percent slope and 6-12 percent slope.
- Y. The Property is located within Hope Township, a community with an agriculture-based economy in an area presently experiencing development, including the subdivision of prime farmland.



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3. **BASELINE DOCUMENTATION.** Specific Conservation Values of the Property have been documented in a natural resource inventory signed by the Owner and the Conservancy. This "Baseline Documentation Report" consists of maps, a depiction of all existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features, and photographs. The parties acknowledge that this natural resources inventory, the Baseline Documentation Report, is an accurate representation of the Property at the time of this donation.
4. **PROHIBITED ACTIONS.** Any activity on or use of the Property which is inconsistent with the Purposes of this Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are expressly prohibited:
  - A. **Division.** Any division or subdivision of the Property is prohibited except as permitted in **Paragraph 5**.
  - B. **Commercial Activities.** Any commercial activity on the Property is prohibited, except as associated with permitted activities (agriculture, timber management, home business) as mentioned in **Paragraph 5**. *De minimis* commercial recreational activity is, however, permitted.
  - C. **Industrial Activities.** Any industrial activity on the Property is prohibited.
  - D. **Construction.** The placement or construction of any human-made modification such as, but not limited to, structures, buildings, fences, roads, and parking lots is prohibited except as permitted in **Paragraph 5**.
  - E. **Cutting Vegetation.** Any cutting of trees or vegetation, including pruning or trimming, is prohibited, except for the cutting or removal of trees or vegetation that pose a threat to human life or property and as permitted in **Paragraph 5**.
  - F. **Land Surface Alteration.** Any mining or alteration of the surface of the land is prohibited, including the mining or extraction of any substance that must be quarried or removed by methods that will consume or deplete the surface estate, including, but not limited to, the removal of topsoil, sand, gravel, rock, and peat. In addition, exploring for, developing, and extracting oil, gas, hydrocarbons, or petroleum products are all prohibited activities, except as provided for in **Paragraph 5**.
  - G. **Dumping.** Waste and unsightly or offensive material is not allowed and may not be accumulated on the Property. This is not intended to prohibit the use of organic waste or other agricultural byproducts used for agricultural activities, so long as it conforms to local, state and federal law. It is also not intended to prohibit temporary storage and disposal of household garbage or waste in connection with the residence or seasonal cabin within the building envelopes.



- H. **Water Courses.** Natural water courses, lakes, wetlands, or other bodies of water may not be altered. Also, an area of a minimum of thirty (30) feet distance from the waters of Cedar Creek, Big Cedar Lake and Cedar Creek Mill Pond will be maintained as a Natural Buffer Area. Vegetation within the Natural Buffer Area will not be disturbed except as may be reasonably necessary for erosion control, recreational water uses, construction and maintenance of bridge and docks and control of non-native and/or invasive species.
- I. **Off-Road Recreational Vehicles.** Motorized off-road vehicles such as, but not limited to dune buggies and motorcycles may not be operated off of roads and two tracks on the Property except those vehicles, such as tractors, trucks, snowmobiles all terrain vehicles and other 4-wheel vehicles, that may be used expressly for activities permitted in **Paragraph 5**. Vehicles and equipment may be used for fire protection and prevention, safety, rescue or emergency purposes.
- J. **Agriculture.** Any agricultural activity on the property is prohibited except as permitted in **Paragraph 5**. Agricultural activity is defined as the planting and harvesting of crops, nursery stock, and trees.
- K. **Animals.** The raising or housing of livestock, poultry or horses, the commercial kenneling of animals or conducting commercial aquaculture on the Property is prohibited except as permitted in **Paragraph 5**.
- L. **Extraction of Water for Use off the Property.** Extraction of surface or ground water may not be extracted for use off the Property, including the use of water for bottling or as part of any industrial or commercial process or purpose performed off the property is prohibited.
- M. **Signs and Billboards.** Billboards are prohibited. Signs are prohibited, except the following signs may be displayed for the following purposes:
- To disclose the name and address of the Property or the owner's name.
  - To disclose that the area is protected by a conservation easement.
  - To state that trespassers or any unauthorized entry or use is prohibited.
  - To advertise the Property for sale or lease.
  - To identify and interpret trails and natural features.
  - To warn of the presence of dogs or other animals, hazards or protected areas.
  - To disclose the property as a Tree Farm.
  - To disclose a coordination with Barry Conservation District.
  - To disclose that the area is a private game preserve.
  - To disclose sale of Christmas Trees, Bed and Breakfast, etc.
5. **PERMITTED USES.** The Owner retains all ownership rights that are not expressly restricted by this Conservation Easement. By way of example, not by way of limitation the following rights are reserved:





- A. **Right to Convey.** The Owner retains the right to sell, mortgage, bequeath, or donate the Property. Any conveyance will remain subject to the terms of the Conservation Easement and the subsequent Owner will be bound by all obligations in this agreement.
- B. **Right to Divide Property.** The Owner retains the right to make one land division and create two separate parcels. The property is currently held in two separate legal descriptions, Parcel 1 and Parcel 2. These are referenced above in the **Property** description, found on page 1 of this document. The property may be divided in accordance with the two historic legal parcel descriptions, for a total of no more than two parcels. Parcel 1 is, and will be approximately 80 acres, and Parcel 2 is, and will be approximately 127 acres. The future division line is shown, by approximation on the Baseline Documentation Map.

All resulting parcels, including any resulting parcel conveyed, will remain subject to the terms of this Conservation Easement and all subsequent Owners shall be bound by the terms of this Conservation Easement. Any land division must comply with the Michigan Land Division Act (1967 PA 288; MCL 560.101 *et seq.*) and all other applicable laws.

- C. **Right to Add and Maintain Designated Structures or Uses within Building Envelope I.** The Owner retains the right to add, expand, maintain, renovate, and replace the structures, driveway, and parking area, as described below and as noted in the Baseline Documentation Report. The Owner retains the right to maintain and replace the following structures that currently exist on the property:

1. One single family residential structure, approximately 2,500 square feet of land surface area, and not to exceed 3 stories in height.
2. One garage, approximately 1,025 square feet of land surface area, and not to exceed 2 stories in height.
3. Two barn structures, approximately 2,624 square feet of land surface area, and not to exceed three stories in height.
4. One bell tower, approximately 25 square feet of land surface area, and not to exceed three stories in height.

In addition to these structures, the Owner retains the right to add additional structures, ancillary outbuildings and storage structures, including but not limited to a guest house, garages, barns, storage buildings or greenhouses.

Any expansion or construction of new structures, or renovation or expansion of existing structures, shall not result in an aggregate land surface area of more than 10,000 square feet land surface area. At the time of the conveyance of this



Conservation Easement, the land surface area of all the existing structures on the Property is approximately 6,174 square feet. The existing structures in the **Building Envelope I** are noted above. Therefore, the land surface area of all future expansions and additional construction shall not exceed 3,826 square feet land surface area. Thus, the aggregate land surface area of all structures, both existing and future, shall never exceed 10,000 square feet land surface area within **Building Envelope I**.

**Building Envelope I** is described as follows:

Beginning at the North  $\frac{1}{4}$  Post of Section 35, Town 2 North, Range 9 West; thence East 665 feet, more or less, to the Place of Beginning. From this Place of Beginning, continue East 232 feet, thence South 355 feet, more or less, thence East 55 feet, thence South 450 feet to the 890' Contour Line; follow the 890' Contour Line West 232 feet, more or less, thence continue 848 feet North to the Place of Beginning.

Building Envelope I contains approximately 4.9 acres. The above description is shown on the Baseline Documentation Map as Building Envelope I.

The Owner retains the right to construct, maintain, renovate, and replace structures and make improvements. The existing structures are noted in the **Baseline Documentation Report in Building Envelope I**.

To later define the corners of **Building Envelope I**, the owner permits the Conservancy to install small permanent concrete and metal rod markers. In the case of any real or perceived differences between the aforementioned description of **Building Envelope I** and the actual locations of the makers, the locations of the markers shall define **Building Envelope I**.

Also, the Owner retains the right to provide for power or utilities to serve the residence and outbuildings within **Building Envelope I**. These power or utilities include, but are not limited to, electricity, natural gas, water, and septic and sewer services. These may also include power generated by natural sources such as solar, wind, thermal or water generated utilities and their associated structures. These utilities can be located either above ground, or below ground provided the activity does not substantially alter the landscape or adversely affect the Conservation Values of the Property.

Prior to adding any new structure and prior to later renovating or replacing such structure, the Owner will provide a written plan to the Conservancy for the Conservancy's review and approval under the provisions of **Paragraph 9**. Such approval shall not be unreasonably withheld.

- D. **Right to Add, Maintain and Replace Designated Structure in Building Envelope II.** The Owner retains the right to construct, maintain, replace and make improvements to the following structure on the Property in **Building Envelope II**.





1. One seasonal cabin, not to exceed one story in height.

Any construction or expansion of the structure shall not result in an aggregate land surface area of more than 1,500 square feet land surface area. The land surface area of all construction, including any structures that are associated with providing power or utilities to the cabin, as mentioned below, shall not exceed 1,500 square feet land surface area. Thus, the aggregate land surface area of the cabin structure shall never exceed 1,500 square feet land surface area within **Building Envelope II**.

**Building Envelope II** is described as follows:

Beginning at the West  $\frac{1}{4}$  post of Section 35, Town 2 North, Range 9 West; thence East 1,959 feet to the Place of Beginning. At the Place of Beginning continue East 50 feet, more or less, thence South 486 feet, thence West 209 feet to the 890' Contour Line. Follow the 890' Contour Line Northeasterly approximately 548 feet to the Place of Beginning.

Building Envelope II contains approximately 1.9 acres. The above description is shown on the Baseline Documentation Map as Building Envelope II.

To later define the corners of **Building Envelope II**, the owner permits the Conservancy to install small permanent concrete and metal rod markers. In the case of any real or perceived differences between the aforementioned description of **Building Envelope II** and the actual locations of the makers, the locations of the markers shall define **Building Envelope II**.

The Owner retains the right to provide for power or utilities to serve the cabin within **Building Envelope II**. These power or utilities must be provided for at the cabin site by such means as batteries, or power or utilities generated by natural sources such as solar, wind, thermal or water generated. The Owner may not provide electricity to the cabin by running power lines either under or above ground. The Owner also retains the ability to provide water to the cabin by means of a water well.

Prior to adding any new structure and prior to later renovating or replacing such structure, the Owner will provide a written plan to the Conservancy for the Conservancy's review and approval under the provisions of **Paragraph 9**. Such approval shall not be unreasonably withheld.

- E. **Right to Maintain and Replace Designated Structure Outside of Building Envelope.** The Owner retains the right to maintain and replace the following structure on the Property:

- 1) One (1) bridge over Cedar Creek.



The Owner retains the right to maintain, renovate, and replace this structure in substantially the same location and size. Any renovation or replacement may not substantially alter the function of this structure.

Prior to beginning any renovation or replacement of these structures, the Owner will provide a written plan to the Conservancy for the Conservancy's review and approval under the provisions of **Paragraph 9**. Such approval shall not be unreasonably withheld.

- F. **Right to Maintain Natural Areas.** Cutting down or otherwise destroying or removing trees or other vegetation whether living or dead is prohibited in areas designated as **Natural Area** on the Baseline Documentation Map except to remove dangerous trees, reduce a natural threat of infestation posed by diseased vegetation, or control invasive and/or non-native plant species that endanger the health of native species.
- G. **Right to Add and Maintain Trails and Two Tracks.** The Owner retains the right to add and maintain existing foot trails and existing unpaved two-tracks throughout the Property provided that the maintenance activity does not substantially alter the landscape or adversely affect the Conservation Values of the Property.

Prior to adding a new trail or two-track, the Owner will notify the Conservancy in writing for the Conservancy's review and approval under the provisions of **Paragraph 9**. The addition of any new trails or two-tracks will not substantially alter the landscape of the Property nor shall it negatively affect the Conservation Values of the Property. Such approval shall not be unreasonably withheld.

- H. **Right to Manage Lawn and Garden.** In the area designated as **Building Envelope I** and **Building Envelope II** on the Baseline Documentation Map, the Owner retains the right to remove, trim, and otherwise manage lawn and gardens; and to grow and harvest fruits, nuts, and vegetables.

- I. **Right to Remove Trees in Managed Woodland Areas.**

- 1) **Retained Rights.** The Owner retains the right to conduct the following forestry activities on the Property in areas designated as **Managed Woodland Area** on the Baseline Documentation Map.
  - a. Dangerous or diseased trees. Cutting or removing trees or other vegetation is permitted to remove dangerous trees, reduce a natural threat of infestation posed by diseased vegetation, or control invasive and/or non-native plant species.
  - b. To remove dead and downed trees for firewood not to exceed



twenty-five (25) cords of wood in one calendar year.

- c. Forest management for the planting, growth and harvest of trees is permitted if (i) it is planned and undertaken meeting the following conditions and (ii) is conducted in accordance with a Forest Management Plan, and (iii) in a manner not detrimental to the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property described in Paragraph 2.
- 2) *Conditions.* The conditions are:
    - a. to minimize soil disturbance and erosion;
    - b. to protect water quality, wetland, and riparian zones;
    - c. to maintain or improve the overall quality of the forest (habitat, species diversity, and forest productivity);
    - d. to conserve the scenic quality of the Property; and
    - e. to conserve native plant and animal species;
    - f. to harvest mature or marketable timber.
  - 3) *Forest Management Plan.* The Forest Management Plan must be prepared by a Professional Forester or other qualified natural resources specialist, said Forester or specialist approved in advance and in writing by the Conservancy. The Forest Management Plan must be prepared prior to selling or harvesting of trees. The Plan must be updated at least every ten (10) years and shall be provided to the Conservancy for review. The Conservancy shall have 60 days from receipt of the Forest Management Plan to review and either approve or notify the Owner of any deficiencies in the Plan that relate to the requirements of this **Paragraph 5I**, including, but not limited to, protecting the Conservation Values of the Property described in Paragraph 2 of this Conservation Easement. Such approval shall not be unreasonably withheld.
    - a. *Objectives of the Plan.* The Forest Management Plan must be designed to:
      - i. Plan for and meet the conditions listed in **Paragraph 5I2** above.
      - ii. Preserve or enhance the Property's Conservation Values outlined in Paragraph 2.
      - iii. Comply with all applicable local, state, federal and other governmental laws and regulations.
      - iv. Comply with the standards set forth in the then current Best Management Practices, as outlined in "Water Quality Management Practices on Forest Land", (1994) Michigan Department of Natural Resources, and in accordance with the recommendations in "Riparian Forest Buffers", (Welsch, 1991) Forest Resources Management, USDA Forest Service, Radnor, PA, NA-PR-07-91.



- v. Develop and maintain over the entire forest a well-distributed stand of uneven-aged and multiple species of trees conducive to supporting a natural forest ecosystem.
  - vi. Prevent high-grading as a harvesting method.
  - vii. Prohibit clear-cutting whenever possible.
- b. *Notice of Harvest.* The Owner shall provide the Conservancy with a written Notice of Harvest at least 60 days prior to the first of the following events: bidding, selling, or harvesting of any trees. The proposed harvest is subject to the Conservancy's approval in order to implement the changes, if any, recommended by the Conservancy to the harvest plan or procedures. Notice shall include the location of the harvest, contemplated dates, a cutting plan, a plan for ingress and egress, and a summary of activities and practices intended to achieve compliance with the requirements of this Paragraph 5I3. Upon completion of harvest and after all restoration has been completed, Notice of Completion shall be provided to the Conservancy.

Timber harvesting shall be conducted under a written contract with competent operators. The contract shall specify relevant requirements for compliance with this Paragraph and this Conservation Easement. Such contract shall be provided to the Conservancy prior to harvest. Notwithstanding any definitions below, timber harvesting or removal of trees in accordance with a Forestry Management Plan or written recommendations of a professional, certified forester shall be permitted.

c. *Definitions.*

Clearcut - A forested area will be deemed "clearcut" unless there remains after commercial harvesting or permitted selection cutting, a sufficiently dense and well distributed stand of developing and mature indigenous trees so that the character of the landscape remains substantially forested.

Forest Management - Proper care and control of wooded land to maintain health, vigor, product flow, and other values (soil condition, water quality, wildlife preservation, and beauty) in order to accomplish specific landowner objectives.

High Grading - the harvesting of only large diameter, high quality trees of merchantable value while leaving trees that are not merchantable because of small size, poor quality, or undesirable species.

Individual Selection or Group Selection Harvesting - A harvest in which individual trees or small groups of trees in areas no greater than  $\frac{3}{4}$  acre or with area diameters no greater than two times the height of the dominant trees in the canopy, whichever is smaller,



are harvested at periodic intervals (usually 8-15 years) based on their physical condition or degree of maturity for the purposes of encouraging regular growth and maintaining an intact forest canopy over the landscape. The use of individual selection cutting or group selection should be used for regeneration of existing shade tolerant and shade intolerant trees species respectively, and to enhance the uneven-aged management system.

Silviculture - the art, science, and practice of managing and regenerating forest stands based on the landowners' objectives and on the knowledge of species characteristics and their environmental requirements.

J. **Right to Maintain Agricultural and Open Space Activities.** The Owner retains the right to maintain agricultural operations uses on the Property. Agricultural and Open Space use is permitted in areas designated as **Agriculture** on Baseline Documentation Map and is defined as the planting and harvesting of crops, nursery stock, and trees for silviculture. Agricultural management operations shall employ generally accepted agricultural management practices as defined and recommended in the Michigan Right-to-Farm Act, Public Act 93 of 1981, as amended, MCL 286.472, 286.473, and 286.474, or successor provisions then applicable, that address soil and water conservation, pest management, nutrient management and other management practices.

- 1) **"Agricultural Use"** means use of substantially undeveloped land for the production of horticultural and agricultural crops useful to humans, domestic animals and wildlife, including but not limited to fruits, nuts, vegetables, mushrooms, Christmas trees, timber trees, and grains and feed crops, the pasturing and stabling of livestock, horses and barnyard animals, and the following related uses and activities:
  - a. Excavation for the purposes consistent with agriculture use such as irrigation pipes and irrigation wells. Disrupted surfaces shall be resorted in a manner consistent with agricultural uses, including replacement of a minimum of four (4) inches of topsoil and seeding within a reasonable period of time after disruption
  - b. composting plants, animal manure or other natural materials generated by agricultural use.
- 2) **Open Spaces Uses** as used herein means:
  - a. Agricultural Uses as defined above;
  - b. Non-agricultural uses that conserve natural, scenic or designated historic resources;
  - c. Windbreaks and other vegetation, and;
  - d. Habitat for native wildlife species.
- 3) In order to preserve the scenic beauty of the Property and protect the Conservation Values of the property, **"Agricultural and Open Space**



Use” does not include the use of the property as a commercial feedlot, or a confined or concentrated animal feeding operation (“CAFO”).

- 4) In order to protect the Conservation Values of the property the Owner must: i) erect and maintain fencing and enclosures adequate to prevent livestock, horses and barnyard animals from entering areas designated as **Managed Woodland** or **Natural Area** on the **Baseline Documentation Map**, and ii) maintain a protective vegetative buffer strip on the **Managed Woodland** or **Natural Area** side of all fencing adjacent to **Agriculture** as noted on the Baseline Documentation Map to effectively filter nutrients. This fencing is not required of the Owner if no animals are pastured on the property or the applicable area.

- K. **Right to Maintain the Agriculture Area as non-agricultural open fields.** If the Owner wishes to manage the **Agriculture** area in whole or in part as non-agricultural open-field, the Owner maintains the right to cut vegetation or harvest any trees that may grow in the identified **Agriculture** area regardless of whether any such trees were planted or they encroached on the existing open space area through natural succession. The Owner may mow, burn or otherwise remove vegetation in this area provided any such vegetation removal is done to maintain the open space character of the Property, and provided it remains in some vegetative cover such as grass.
- L. **Right to Use the Property for Educational, Scientific, and Research Purposes.** The Owner retains the right to use the Property for the following educational, scientific, and research purposes provided such use does not adversely impact the Conservation Values of the Property. These activities may include mark and recapture of birds, mammals, herpetofauna, insects and related studies, provided local, state and federal laws and regulations are followed. The Conservancy may request collection permits or other appropriate documentation prior to any such activities.
- M. **Right to Construct and Maintain Perimeter Barriers.** The Owner retains the right to construct and maintain fencing or other deterrent type of structures to prevent access by off-road recreation vehicles or other unauthorized access provided the construction of such fencing or structures do not adversely impact the Conservation Values of the Property.

In addition to this retained right, the Owner also is allowed to mow a 20 foot buffer strip along the perimeter boundaries to identify, locate and deter trespassers from entering the property. Because of the severe topography, presence of wetlands or other conditions existing on portions of the property, the Owner may not be able to mow this buffer strip at the exact property line. Because of this fact, the Owner must locate this 20 foot buffer strip within 150 feet of the property line.





- N. **Right to Conduct Ecological Restoration.** The Owner retains the right to conduct ecological restoration on the Property if (a) it is planned and undertaken meeting the following goals and (b) is conducted (i) in accordance with applicable government regulations, (ii) in accordance with a **Management Plan** or an **Ecological Restoration Plan** prepared by a qualified natural resource professional approved in advance by the Conservancy.

Ecological restoration is the process of assisting the recovery and management of ecological integrity with sensitivity to regional and historical context of the landscape. Ecological Restoration includes, but is not limited to, planting native species, removing non-native or invasive species, and implementation of a natural disturbance regime (e.g., fire) appropriate for the Property.

- 1) *Goals.* The goals are:
  - b. to maintain, improve or enhance the overall ecological integrity of the Property (wildlife habitat and species diversity);
  - c. to maintain, improve or enhance the scenic character of the Property;
  - d. to restore the biodiversity, function, and ability of the property to reasonably accommodate normal disturbances;
  - e. to conserve native plant and animal species;
  - f. to protect water quality, wetland, and riparian zones;
  - g. to minimize soil disturbance and erosion.

The **Ecological Restoration Plan** shall be provided to the Conservancy for the Conservancy's review and approval under the provisions of Paragraph 8. The Conservancy shall review and either approve or notify the Owner of any deficiencies in the Plan that relate to protecting the Conservation Values of the Property. The Conservancy's approval may be withheld only upon a reasonable determination by the Conservancy that the proposed action(s) would be inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.

- O. **Right to Hunt.** The Owner retains the right to allow hunting, fishing and trapping on the Property as regulated by the Michigan Department of Natural Resources or applicable successor agency and as a management tool in circumstances necessary to control wildlife and feral animals.
- P. **Right to Noncommercial Fruit, Berry and Mushroom Picking.** The Owner retains the right to noncommercial fruit, berry and mushroom picking provided such activities do not adversely impact the Conservation Values of the Property.
- Q. **Right to Passive Recreational Activities.** The Owner retains the right to allow passive recreational activities including but not limited to: camping; picnicking; hiking; walking; running; jogging; swimming; boating; bicycling; snow shoeing;



cross country skiing; wildlife viewing; and photography throughout the Property, provided such passive recreational activities do not adversely impact the Conservation Values of the Property.

- R. **Right to Construct and Maintain Hunting Blinds and Tree Stands.** The Owner retains the right to construct and place blinds on the Property for the purpose of hunting and viewing wildlife, provided such activities do not adversely impact the Conservation Values of the Property. Blinds shall not have a foundation constructed with concrete or other permanent materials. The Owner may affix permanent tree stands that are constructed from wood or fasten tree stands that are portable and non-permanent made from any material that is common or standard for these devices.
- S. **Right to Trim Vegetation.** The Owner retains the right to trim branches for the purposes of creating shooting/viewing lanes throughout the Property, provided such activities said shooting/viewing lanes do not exceed 10 feet in width. Trees with a diameter at the base smaller than four inches and branches smaller than four inches in diameter may be cut for the purpose of creating and maintaining a shooting lane.

The Owner also retains the right to trim trees and branches for the purpose of viewing Cedar Creek, Cedar Creek Mill Pond and Big Cedar Lake from the residence within Building Envelope I and the seasonal cabin within Building Envelope II respectively. These viewing lanes from the residence/seasonal cabin may not exceed thirty (30) feet in width and may not significantly alter the Conservation Values of the property. The Owner must replace the removed trees with appropriate vegetation that will support the banks from erosion and keep the scenic view open. This cutting may not occur in areas designated as **Natural Area** on the Baseline Documentation Map.

- T. **Right to Exploit Subsurface Mineral Resources.** The Owner retains the right to extract oil, gas, hydrocarbons, or petroleum from the Property provided that no exploration for, or extraction of, minerals shall be conducted from the surface of the Property. The Owner may enter into a non-developmental lease if said lease is part of a pool for oil, gas, hydrocarbons or petroleum which solely permits the extraction of oil, gas, hydrocarbons, or petroleum. Extraction shall not involve any surface alteration of the Property or construction or placement of any structures, including pipelines, on, over, across, or under the Property.
- U. **Right to Riparian Rights.** The Owner retains all riparian rights on the property including those in reference to Cedar Creek, Cedar Creek Mill Pond and Big Cedar Lake.





- V. **Right to Use Materials on Site.** The Owner retains the right to use and relocate, in *de minimus* quantities and manner, timber, soils, rocks and other materials found on the Property for maintaining, restoring and improving the bridge, trails and two-tracks and other portions of the property. Timber must be used and relocated in agreement with other permitted actions in **Paragraph 5.**
6. **RIGHTS OF THE CONSERVANCY.** The Owner confers the following rights upon the Conservancy to perpetually maintain the Conservation Values of the Property:
- A. **Right to Enter.** The Conservancy has the right to enter the Property at reasonable times to monitor the Conservation Easement Property. Furthermore, the Conservancy has the right to enter the Property at reasonable times to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. The Conservancy may not, however, unreasonably interfere with the Owner's use and quiet enjoyment of the Property. The Conservancy has no right to permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.
- B. **Right to Preserve.** The Conservancy has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.
- C. **Right to Require Restoration.** The Conservancy has the right to require the Owner to restore the areas or features of the Property that are damaged by any activity inconsistent with this Conservation Easement.
- D. **Signs.** The Conservancy has the right to place signs on the Property that identify the land as protected by this Conservation Easement. The wording, size, number and location of any signs are subject to the Owner's approval.
7. **RIGHT OF THE OWNER.** The Conservancy will use best efforts to protect the conservation values, to prevent any material, substantial and continuing violation of this Conservation Easement and enforce compliance with its essential terms. If the Conservancy fails to take timely action to enforce the terms of this Conservation Easement, (not to exceed 180 days from first awareness of violation), then the Prosecuting Attorney in the county in which the Property is located, the Attorney General of the State of Michigan, a representative of the Michigan Department of Natural Resources, or the Michigan Department of Environmental Quality, is authorized, but not obligated to enforce this Conservation Easement. Provided however, the Conservancy shall be the primary and principal party to determine, compliance, enforcement and/or the appropriate corrective action or remedy for violation of the terms of this Conservation Easement.

8. **CONSERVANCY'S REMEDIES.** This section addresses cumulative remedies of the Conservancy and limitations on these remedies.

- A. **Delay in Enforcement.** A delay in enforcement shall not be construed as a waiver of the Conservancy's right to eventually enforce the terms of this Conservation Easement.
- B. **Acts Beyond Owner's Control.** The Conservancy may not bring an action against the Owner for modifications to the Property resulting from causes beyond the Owners' control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or even an Owner's well-intentioned action in response to an emergency resulting in changes to the Property. The Owner has no responsibility under this Conservation Easement for such unintended modifications.
- C. **Notice and Demand.** If the Conservancy determines that the Owner is in violation of this Conservation Easement, or that a violation is threatened, the Conservancy shall provide written notice to the Owner. The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property.

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

If the Conservancy determines that this Conservation Easement is, or is expected to be, violated, and the Conservancy's good-faith and reasonable efforts to notify the Owner are unsuccessful, the Conservancy may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values without prior notice and without awaiting the Owner's opportunity to cure. The Owner agrees to reimburse all reasonable costs, including attorney fees, associated with this effort.

- D. **Failure to Act.** If, within 28 days after written notice, the Owner does not implement corrective measures requested by the Conservancy, the Conservancy may bring an action in law or in equity to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, or if an Owner is unable to be notified, the Conservancy may invoke these same remedies without notification and/or awaiting the expiration of the 28-day period.

The Conservancy is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Owner to restore the Property. If the court determines that the Owner has failed to comply



with this Conservation Easement, the Owner shall also reimburse the Conservancy for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Conservancy.

- E. **Unreasonable Litigation.** If the Conservancy initiates litigation against the Owner to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Conservancy to reimburse the Owner's reasonable costs and reasonable attorney's fees in defending the action.
- F. **Actual or Threatened Non-Compliance.** The Conservancy's rights under this Section, Conservancy Remedies, apply equally in the event of either actual or threatened violations of the terms of this Easement. The Owner agrees that the Conservancy's claim for money damages for any violation of the terms of this Easement is inadequate. The Conservancy shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. The Conservancy's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damages to the Conservation Values.
- G. **Cumulative Remedies.** The preceding remedies of the Conservancy are cumulative. Any, or all, of the remedies may be invoked by the Conservancy if there is an actual or threatened violation of this Conservation Easement.
9. **NOTIFICATION PROVISION.** The Conservancy is entitled to 60 Days written notice whenever its approval is required under this Conservation Easement. If the Conservancy fails to respond within 60 Days after it receives the written request, then its approval shall be deemed given. This implied approval shall not extend to any activity contrary to this Conservation Easement or impairing a Conservation Value. The Conservancy's approval shall continue for three years. If the approved activity is not completed within three years after the approval date, then the Owner must re-submit the written application to the Conservancy.
10. **CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.**
- A. This Conservation Easement is created pursuant to the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act (NREPA) - MCL §§ 324.2140 *et seq.*
- B. This Conservation Easement is established for conservation purposes pursuant to the Internal Revenue Code, as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. § 1.170A-14 *et seq.*, as amended.



- C. The Conservancy is qualified to hold conservation easements pursuant to these statutes. It is a publicly funded, non-profit 501(c)(3) organization.
11. **OWNERSHIP COSTS AND LIABILITIES.** In accepting this Conservation Easement, the Conservancy shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Property. The Conservancy, its members, directors, officers, employees and agents have no liability arising from injury or death to any person or physical damage to any property on the Property. The Owner agrees to defend the Conservancy against such claims and to indemnify the Conservancy against all costs and liabilities relating to such claims during the tenure of ownership of the Property except for claims, costs and liabilities arising out of the negligence of the Conservancy, its members, directors, officers, employees and agents for activities that occur on the property. Subsequent owners of the Property will similarly defend and indemnify the Conservancy for any claims arising during the tenure of their ownership. Notwithstanding the foregoing, the Conservancy shall indemnify and hold harmless the Owner from any claims for injury or death of any person or property incurred in connection with or arising out of the Conservancy's use of the Property described in Paragraphs 6A and 6D above.
12. **CESSATION OF EXISTENCE.** If the Conservancy shall cease to exist or if it fails to be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3), or if the Conservancy is no longer authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another entity. This entity shall be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3). The Conservancy's rights and responsibilities shall be assigned to an entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.
13. **TERMINATION.** This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain.
- A. **Unexpected Change in Conditions.** If subsequent circumstances render the Purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The Conservancy will then be entitled to compensation in accordance with the provisions of IRC Treasury Regulations Section 1.170A-14(g)(6)(ii) in effect on the date of this Conservation Easement.
- B. **Eminent Domain.** If the Property is taken, in whole or in part, by power of eminent domain, then the Conservancy will be entitled to compensation by the method as is set forth in IRC Treasury Regulations Section 1.170A-14(g)(6)(ii) in effect on the date of this Conservation Easement.



14. LIBERAL CONSTRUCTION. This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Code MCL 324.2140 *et seq.*
15. NOTICES. For purposes of this Conservation Easement, required written notices shall be provided by either party to the other party by personal delivery or by certified mail return receipt requested or by express mail or reputable nationwide courier service with proof of delivery to the most recent address of record. If a new party succeeds either party or either party changes its address, the new address information shall be provided in writing to the other party as soon as practicable by personal delivery or First Class mail. Service will be complete upon personal delivery or upon depositing the properly addressed notice with the U.S. Postal Service with sufficient postage prepaid.
16. SEVERABILITY. If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
17. SUCCESSORS. This Conservation Easement is binding upon, and inures to the benefit of, the Donor/Owner's and the Conservancy's successors in interest. All subsequent Owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the Donor.
18. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer. Upon request and prior to any transfer, if the Owner is not in default hereunder, the Conservancy shall certify in writing that the Owner is not in default under the terms of this Conservation Easement and such certification shall be prima facie evidence that the transferring Owner is under no continuing liability under this Conservation Easement.
19. MICHIGAN LAW. This Conservation Easement will be construed in accordance with Michigan Law.
20. ENTIRE AGREEMENT. This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
20. AMENDMENT. This Conservation Easement Restatement may be amended only under the following circumstances:
  - A. **Prior Agreement.** In limited circumstances, a conservation easement has included a specific provision allowing modification of the restrictions at a future date under specified circumstances. Such agreements must be set forth in the conservation easement document or in a separate document signed by both parties at the time the conservation easement is





executed. The amendment must be consistent with the terms and conservation intent of the original agreement.

- B. **Additional Property.** SWMLC may authorize an amendment in order to add real property to the legal description under a conservation easement, thus preserving additional land under the same conservation easement.
- C. **Correction of an Error or Ambiguity.** SWMLC may authorize an amendment to correct an error or oversight made at the time the conservation easement was entered into. This may include, but is not limited to correction of a legal description, inclusion of standard language that was unintentionally omitted, or clarification of an ambiguity in the terms of the restrictions so long as it does not weaken the conservation values of the easements.
- D. **Settlement of Condemnation Proceedings.** Conservation easements and other interests SWMLC holds in land use are subject to condemnation for public purposes, such as highways, schools, etc. Where it appears that the condemnation power would be properly exercised, SWMLC may enter into a settlement agreement with the condemning authority in order to avoid the expense of litigation. In reaching such an agreement, SWMLC shall attempt to preserve the intent of the original conservation easement to the greatest extent possible.
- E. **Enhancement of Conservation Values.** SWMLC may authorize an amendment to a conservation easement if SWMLC determines, in its sole discretion, that the amendment will enhance the conservation values and /or strengthen the restrictions set forth in the original easement.
- F. **Minor Modifications Consistent with Conservation Purpose.** SWMLC may authorize other, minor modifications of the conservation easements when (a) the modification is not inconsistent with the intent of the principal parties to the original conservation project, and (b) the amended conservation easement is substantially equivalent to or enhances the conservation goals of the original conservation easement.
- G. **Restatement of Conservation Easement.** An amendment may be allowed which restates this Conservation Easement, to reflect, in whole or in part, and in a manner consistent with the Conservancy's then current, updated, basic or customary form of Conservation Easement.

# BASELINE DOCUMENTATION MAP

GEMRICH CONSERVATION EASEMENT

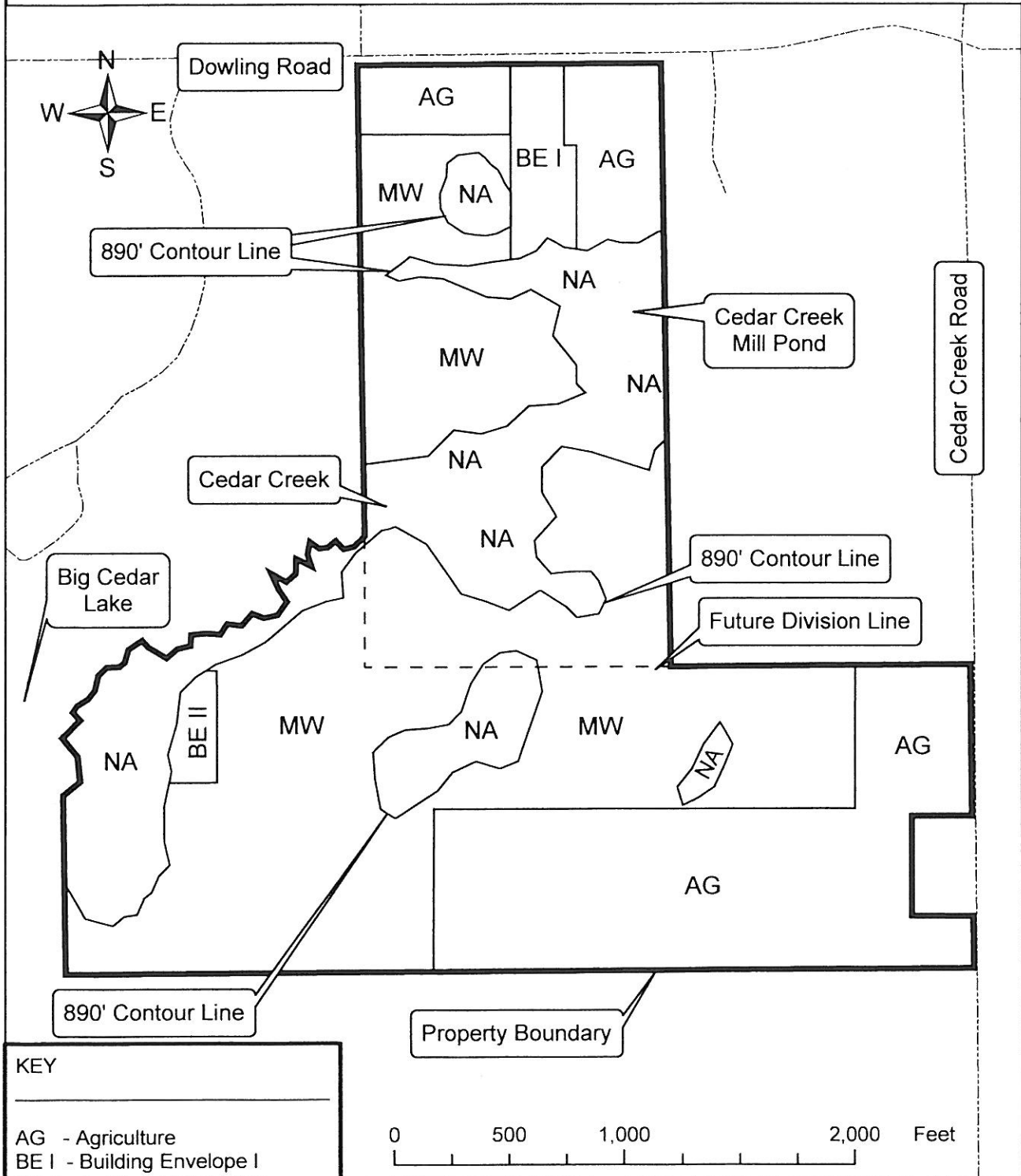
HOPE TOWNSHIP, BARRY COUNTY, MICHIGAN

**OWNER:**

Alfred J. & Jean Gemrich  
2347 Dowling Road  
Delton, MI 49046

**CONSERVANCY:**

Southwest Michigan Land Conservancy  
6851 S. Sprinkle Road  
Portage, MI 49002



**KEY**

AG - Agriculture  
BE I - Building Envelope I  
BE II - Building Envelope II  
MW - Managed Woodland  
NA - Natural Area



**1174451**

Page: 25 of 27


12/28/2006 04:39P

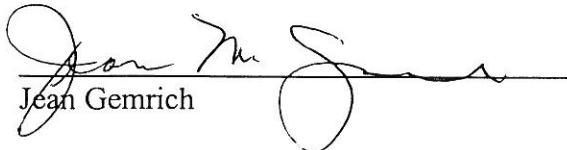
OWNERS:



1174451  
Page: 26 of 27  
12/28/2006 04:39P

D Burghdoff - Register, Barry Co MI E

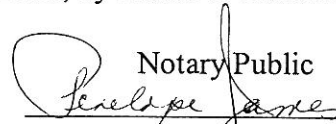
  
Alfred J. Gemrich

  
Jean Gemrich

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF Kalamazoo)

Acknowledged before me on this 28 day of December, of 2006, by Alfred J. Gemrich and Jean Gemrich, husband and wife.

PENELOPE JAMES  
Notary Public, State of Michigan  
County of St. Joseph  
My Commission Expires Jan. 8, 2012  
Acting in the County of Kalamazoo

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

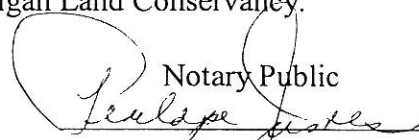
SOUTHWEST MICHIGAN LAND CONSERVANCY:

  
Peter D. Ter Louw  
Its: Executive Director

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF Kalamazoo)

Acknowledged before me on this 28 day of December, of 2006, by Peter D. Ter Louw, known to me to be the Executive Director of the Southwest Michigan Land Conservancy.

PENELOPE JAMES  
Notary Public, State of Michigan  
County of St. Joseph  
My Commission Expires Jan. 8, 2012  
Acting in the County of Kalamazoo

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





**1174451**  
Page: 27 of 27  
12/28/2006 04:39P

D Burghdoff - Register, Barry Co MI E

SEND TAX BILL TO:  
Owner

PREPARED BY AND AFTER RECORDING SEND TO:  
Pete DeBoer  
Land Protection Specialist  
Southwest Michigan Land Conservancy  
6851 S. Sprinkle Road  
Portage, MI 49002

## Appendix B

### Baseline Documentation Map

# BASELINE DOCUMENTATION MAP

GEMRICH CONSERVATION EASEMENT

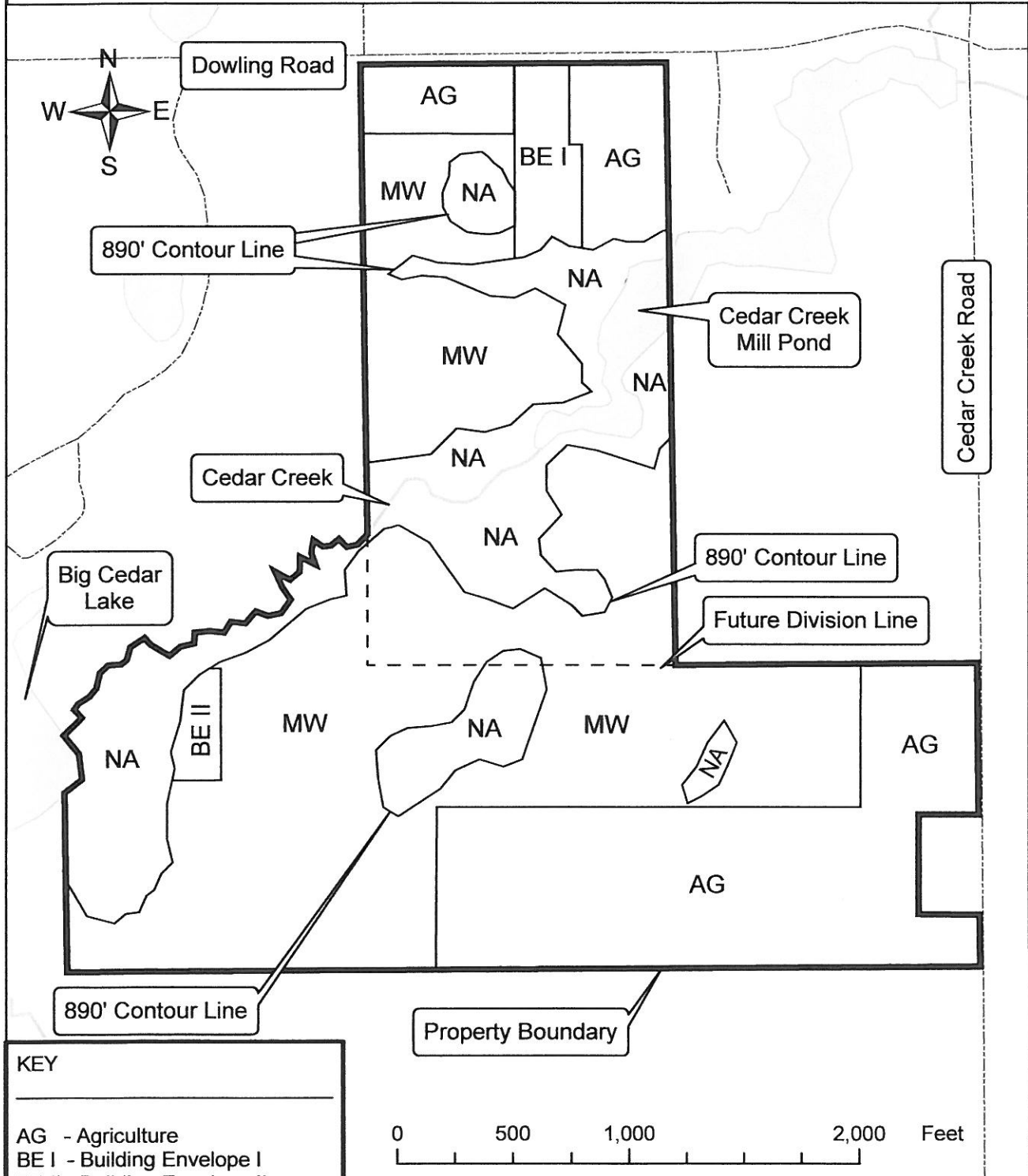
HOPE TOWNSHIP, BARRY COUNTY, MICHIGAN

**OWNER:**

Alfred J. & Jean Gemrich  
2347 Dowling Road  
Delton, MI 49046

**CONSERVANCY:**

Southwest Michigan Land Conservancy  
6851 S. Sprinkle Road  
Portage, MI 49002



**KEY**

AG - Agriculture  
BE I - Building Envelope I  
BE II - Building Envelope II  
MW - Managed Woodland  
NA - Natural Area

## Appendix C

### Title Search

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Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

## SCHEDULE A

Commitment No.: 213796  
2246 Rochelle Birmann  
December 21, 2006

1. Commitment Date: December 18, 2006 @ 8:00 AM
2. Policy or Policies to be issued: Policy Amount  
(a) ALTA Owner's Policy (10-17-92) \$1,000.00  
  
Proposed Insured:  
Southwest Michigan Land Conservancy  
  
Policy or Policies to be issued: Policy Amount  
(b) ALTA Loan Policy (10-17-92)  
  
Proposed Insured:
3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Alfred J. Gemrich as to Parcel 1; Alfred J. Gemrich and Jean M. Gemrich, husband and wife, as to Parcel 2
4. The land referred to in this Commitment, situated in the County of Barry, Township of Hope, State of Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

2347 W. Dowling Road Delton MI 49046



Issuing Agent: Metropolitan Title Company  
America's Premier Title Agency

For questions regarding this commitment contact your local  
Metropolitan Title Company (269)324-3500 or fax to (269)324-3052  
7117 S. Westnedge Ave., Ste. 1, Portage, MI 49002

Metropolitan Title Company  
7117 S. Westnedge Ave., Ste. 1  
Portage, MI 49002

## Schedule B – Section I REQUIREMENTS

Commitment No.: 213796

### *General Requirements*

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

### *Specific Requirements*

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. WARRANTY DEED FROM ALFRED J. GEMRICH AND JEAN M. GEMRICH, HUSBAND AND WIFE TO THE PARTY TO BE INSURED.

Metropolitan Title Company  
7117 S. Westnedge Ave., Ste. 1  
Portage, MI 49002

## Schedule B – Section II EXCEPTIONS

Commitment No.: 213796

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

### *General Exceptions*

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

### *Specific Exceptions*

1. Easement for Overhead Electric Lines in favor of Consumers Energy Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Document No. 1091757.
2. Utility License as disclosed by Affidavit recorded in Liber 405, page 97.
3. Rights of tenants, if any, under any unrecorded leases.
4. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of Cedar Creek, or land created by fill or artificial accretion.
5. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Cedar Creek.
6. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
7. All Taxes paid to and including 2006  
2006 Winter PAID in the amount of \$988.06  
2006 Summer PAID in the amount of \$783.66  
Tax Item No. 08-07-035-014-00  
State Equalized Value (S.E.V.) for 2006: \$222,300.00  
Taxable: \$81,406.00

School District: Delton

Special Assessment:

NOTE: Tax information obtained from the local taxing authority discloses that the 2006 taxes were assessed as 100% Homestead property. Any questions regarding the current homestead status of the property should be directed to the local taxing authority.



NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to Metropolitan Title Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

NOTE: Taxes Checked On 12/19/2006.

Note: Taxes Checked On 12/19/2006.

8. All Taxes paid to and including 2006  
2006 Winter PAID in the amount of \$432.63  
2006 Summer PAID in the amount of \$343.14  
Tax Item No. 08-07-035-002-00  
State Equalized Value (S.E.V.) for 2006: \$169,800.00  
Taxable: \$35,645.00

School District: Delton

Special Assessment: None

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to Metropolitan Title Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

NOTE: Tax information obtained from the local taxing authority discloses that the 2006 taxes were assessed as 100% Homestead property. Any questions regarding the current homestead status of the property should be directed to the local taxing authority.

EXHIBIT A  
LEGAL DESCRIPTION

File No.: 213796

The land referred to in this Commitment, situated in the County of Barry, Township of Hope, State of Michigan, is described as follows:

Parcel 1:

The West 1/2 of the Northeast 1/4, Section 35, Town 2 North, Range 9 West.

Parcel 2:

The Northeast 1/4 of the Southwest 1/4 of Section 35, Town 2 North, Range 9 West and that part South of Cedar Creek of the Southeast 1/4 of the Northwest 1/4 of Section 35, Town 2 North, Range 9 West. ALSO, the South 1/2 of the North 1/2 of the Southeast 1/4 Section 35, Town 2 North, Range 9 West, PLUS 2½ acres off the South 1/2 of the Southeast 1/4. ALSO, the North 1/2 half of the North 1/2 of the Southeast 1/4 of Section 35, Town 2 North, Range 9 West. EXCEPT commencing at the Southeast corner of the North 1/2 of the Southeast 1/4 of Section 35, Town 2 North, Range 9 West; thence North along the East line of Section 35, 226.00 feet to point of beginning; thence continuing North 437.00 feet; thence North 89 degrees 56 minutes 40 seconds West 260.00 feet; thence South 434.00 feet parallel with the East line of the Section; thence South 89 degrees 17 minutes 00 seconds East 260.00 feet to point of beginning.

### Commitment for Title Insurance

#### FIRST AMERICAN TITLE INSURANCE COMPANY.



First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

#### *First American Title Insurance Company*

BY  PRESIDENT  
ATTEST  SECRETARY



#### CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company** through its agent:

**Metropolitan Title Company**

7117 S. Westnedge Ave., Ste. 1

Portage, Michigan 49002

Ph: (269)324-3500 or Fax to: (269)324-3052

## NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to Metropolitan Title Company . We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how Metropolitan Title Company collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

### **What Information Do We Collect**

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender;

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

### **What Information Do We Disclose**

To meet your needs with quality products and services we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

#### AFFILIATES

Our affiliates are the family of companies controlled by Metropolitan Title Company or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

#### NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by Metropolitan Title Company or not under common control with another company.

#### Service Providers, Contractors

Any service providers or contractors used by Metropolitan Title Company are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by Metropolitan Title Company .

#### Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

#### Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**METROPOLITAN TITLE COMPANY DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT, AS PERMITTED OR REQUIRED BY LAW.**

### **The Confidentiality and Security of Your Nonpublic Personal Information**

Metropolitan Title Company restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

#### Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by calling the Corporate Office at 1-800-848-5375 or by writing to us at 622 East Grand River, Howell, Michigan 48843. Please provide your name, address including city and state of the property and our file number.





RECORDED IN DEEDS

356-372

Received for 2nd- 2-7-1971  
8-10  
Held to Coll.

THIS INSTRUMENT WAS FILED IN DEEDS  
JANUARY 26, 1971  
BETWEEN JANET J. GEMRICH, an unmarried woman,  
who is 2484 Difer Road, Route 12, Delton, Michigan 49046  
and ALFRED J. GEMRICH, an unmarried man,  
who is 2147 West Dowling Road, Route 12, Delton, Michigan 49046.  
One (\$1.00) Dollar  
to him as held paid by the said party of the second part, the receipt whereof is hereby expressed and acknowledged, does by these presents grant bargain, sell, release, release and forever QUIT CLAIM unto the said party of the second part, and to his heirs and assigns, forever all that certain parcel of land situated in the Township of Hope, County of Barry, State of Michigan and described as follows:

The West one half of the Northeast one quarter of Section thirty-five, Town Two north, range nine west, Hope Township, Barry County, Michigan.

This conveyance of real property is exempt from taxation pursuant to the provisions of M.S.A. 7.456(5) as a conveyance where the value of the consideration is less than \$100.00 and pursuant to the terms and conditions of the Property Settlement Agreement and Judgment of Divorce, being Barry County, Michigan, Circuit Court File No. 2621.

Together with all and singular the hereunto and appurtenances thereto in anywise appertaining, to Have and to Hold unto the said party of the second part, and to his heirs and assigns, to the said party of the second part, his heirs and assigns, forever.

When applicable, pronouns and relative words shall be in the plural if feminine or neuter, respectively.  
In Witness Whereof, The said party of the first part has hereunto set his hand this 24th day of January, 1971.

Signed, Sealed and Delivered in presence of  
Janet J. Gemrich  
Thompson Burnett  
Thelma Weverman

STATE OF MICHIGAN

County of Kalamazoo  
I, Janet J. Gemrich  
do hereby certify that the within instrument, when  
acknowledged the same to be her free act and deed  
GEMRICH, MOGER, DOMBROWSKI, DOWSER &  
BY: Alfred J. Gemrich GARVEY  
222 South Westnedge Avenue  
Kalamazoo, Michigan 49006  
Thelma Weverman  
Notary Public  
Kalamazoo  
County, Michigan

Certificate No. 356-373

8-30  
Held to Coll.

Certificate No. 43143  
RECORDED IN DEEDS

LIBER 369 PAGE 245

Received for Record 9-18-1975  
at 8:10 o'clock A. M.

898 (Rev. 1967)

WARRANTY DEED - TO TENANTS BY THE ENTIRETY - SHORT -  
(FIFTY COPY FORM) - DELINQUENT COPY & CH. KALAMAZOO, MICH.

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

*Mildred A. Cole, Sec.*  
Barry County Register of Deeds

This Indenture, made September 17, 1975  
BETWEEN ROSAMOND C. SANDERS, a single woman,  
whose address is 9686 Cedar Creek Road,  
Delton, Michigan,  
and ALFRED J. GEMRICH and JEAN M. GEMRICH,  
husband and wife, as tenants by the entirety of the second part,  
whose address is: 2347 Dowling Road, Delton, Michigan

Witnesseth. That the said party of the first part, for and in consideration of: One Dollar (\$1.00) See Tax Affidavit  
attached

to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents  
grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivor of them, his or her heirs  
and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Hope  
County of Barry also and State of Michigan, and described as follows, to-wit:

As per Schedule "A" Attached and described as:

NE 1/4 SW 1/4 Sec 35, T2N, R9W, that part S of the center of  
Cedar Creek of SE 1/4 NW 1/4 Sec 35, T2N, R9W. S1/2 N1/2  
SE 1/4 Sec 35, T2N, R9W, plus 2 1/2 A off S 1/2 SE 1/4;  
N 1/2 N 1/2 SE 1/4 Sec 35, T2N, R9W; containing approximately  
132 acres more or less.

Subject to all restrictions, conditions, limitations and  
easements of record.

This deed is subject to an existing mortgage of First  
Federal Savings & Loan, recorded in Liber 206, Page 99,  
dated November 17, 1971, which second party assumes and  
agrees to pay.

Grantor also quitclaims, sells, grants and bargains to Grantees  
herein any and all interest she may have in and to the parcel of  
land North of that described above and lying between the South  
line of Cedar Creek and the North bank of Cedar Creek.

Together with all and singular the hereunto and hereinafter belonging or in anywise appertaining: To Have and to Hold the  
said premises, as herein described, with the appurtenances, unto the said parties of the second part, their assigns, the survivor of them, his or  
her heirs and assigns, Forever. And the said party of the first part, for his heirs, executors and administrators, does covenant, grant, bargain  
and agree to and with the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, that at the time of the  
executing and delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances  
whatever except as to that land lying between the South line of Cedar Creek  
and the North bank of Cedar Creek.

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever,  
except as to that land lying between the South line of Cedar Creek and  
the North bank of Cedar Creek.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof. The said party of the first part has hereunto set his hand the day and year first above written.

Signed and Delivered in Presence of

*Quinn E. Benson*  
Quinn E. Benson  
*Carole A. Van Dyke*  
Carole A. Van Dyke

*Rosamond C. Sanders*  
Rosamond C. Sanders

STATE OF MICHIGAN. } ss.  
COUNTY OF Kalamazoo

On September 17, 1975, before me, a Notary Public, in and for said County, personally appeared

Rosamond C. Sanders

to me known to be the same person described in and who executed the within instrument, who  
acknowledged the same to be her free act and deed.

3. DEMING, HUGHEY, BENSON, HUFF & KEISER  
800 AMERICAN NATIONAL BANK BUILDING  
KALAMAZOO, MICHIGAN 49006

*Carole A. Van Dyke*  
Carole A. Van Dyke, Notary Public,  
Kalamazoo County, Michigan,  
My commission expires August 15, 1978



SCHEDULE "A" TO WARRANTY DEED DATED  
SEPTEMBER 17, 1975 FROM ROSAMOND C.  
SANDERS TO ALFRED J. GEMRICH AND  
JEAN M. GEMRICH:

The South forty-two (42) acres of the  
North eighty-two (82) acres of the  
Southeast one-quarter; ALSO, the  
North one-half of the North one-half  
of the Southeast one-quarter; ALSO,  
the Northeast one-quarter of the  
Southwest one-quarter and that part  
of the East half of the Northwest one-  
quarter South of Creek, all in Section  
35, Town 2 North, Range 9 West, Hope  
Township, Barry County, Michigan,

STATE OF MICHIGAN  
COUNTY OF BARRY  
RECEIVED FOR RECORD

Nov 9 9 00 AM '81

Howard J. Ferris  
REGISTER OF DEEDS

The Grantor(s) ALFRED J. GEMRICH and JEAN M. GEMRICH,  
husband and wife, whose address is  
2347 West Dowling Road, Delton, Michigan 49046,  
convey(s) and warrant(s) to ROSAMOND ROBBERT, a married woman,  
formerly Rosamond Sanders,  
whose address is 5235 Beech Street, Kalamazoo, Michigan  
49007,  
the following described premises situated in the Township  
of Hope, County of Barry  
and State of Michigan:

Commencing at the Southeast corner of the North Half  
(1/2) of the Southeast Quarter (1/4) of Section 35,  
Township 2 North, Range 9 West; thence North along the East line of  
Section 35, 226 feet to the place of beginning; thence continuing North  
437 feet; thence North 89° 56' 40" West 260 feet; thence South 434 feet  
parallel with the East line of said section; thence South 89° 17' 00" E  
260 feet to the place of beginning.

(See Tax Affidavit Attached)

for the sum of One Dollar (\$1.00)

subject to easements and building and use restrictions of record and further subject to conditions, restrictions,  
limitations and easements of record. Also subject to any defects or  
encumbrances arising out of acts or omissions of persons other than  
grantors from and after September 17, 1975. (See reverse side)

Dated this 8th day of October, 1981.

Signed in presence of:

*Treena L. Wilkins*  
Treena L. Wilkins  
*Sharon Wade*  
Sharon Wade

Signed by:

*Alfred J. Gemrich*  
Alfred J. Gemrich  
*Jean M. Gemrich*  
Jean M. Gemrich

STATE OF MICHIGAN. }  
COUNTY OF Kalamazoo } ss.

The foregoing instrument was acknowledged before me this 8th day of October  
19 81, by Alfred J. Gemrich and Jean M. Gemrich, husband and wife

*Treena L. Wilkins*  
\* Treena L. Wilkins  
Notary Public. Kalamazoo County,  
Michigan  
My commission expires: July 1, 1985

County Treasurer's Certificate

City Treasurer's Certificate

When Recorded Return To:

Send Subsequent Tax Bills To:

Drafted By:

(Name)

(Street Address)

(City and State)

Alfred J. Gemrich

Business Address:

222 S. Westnedge Ave.  
Kalamazoo, MI 49007

Tax Parcel # \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_



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D. Burghdoff - Register, Barry Co., MI E

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NOV 15 2002

BARRY COUNTY  
REGISTER OF DEEDS

**EASEMENT FOR OVERHEAD ELECTRIC LINES**

W.O. #05425175  
Tax Code: 083600

Parties: "Owner" is Alfred J. Gemrich and Jean M. Gemrich, husband and wife  
Owner's address is 2347 W. Dowling Rd., Delton, MI 49046

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is 212 West Michigan Avenue, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a permanent easement for an overhead electric line on, over, under, and across a portion of "Owner's Land," called the "Easement Area." Owner's Land is in the Township of Hope, County of Barry, and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land and is described in the attached Exhibit B.

Purpose: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge an overhead electric line on the Easement Area. The electric line may consist of poles, anchors, guys, wires, cables (including fiber-optic cable), transformers, and other equipment for transmitting and distributing electrical energy and communications signals. ~~SERVING THE OWNER'S PROPERTY AS SHOWN EXHIBIT B~~

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the electric line. ~~(IF SUCH VEGETATION IMPAIRS THE EASEMENT AREA)~~

Buildings/Structures: Owner shall not locate any buildings or structures on the Easement Area and shall not raise the grade under the electric line. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating the electric line on Owner's Land, this easement shall automatically apply to such relocated line(s).

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Date: October 18, 2002



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Owner:

D. Burghdoff - Register, Barry Co. MI E

Alfred D. Gemrich  
Alfred D. Gemrich

Jean M. Gemrich  
Jean M. Gemrich

Acknowledgment

The foregoing instrument was acknowledged before me in Kalamazoo County, Michigan, on October 18, 2002 by Alfred D. Gemrich and Jean M. Gemrich, husband and wife

Penelope James  
Penelope James Notary Public  
St. Joseph County, Michigan  
Acting in Kalamazoo County  
My Commission expires: 1/8/06

*This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).*

Prepared By:

Laura E. Stensland  
Consumers Energy Company  
2500 East Cork Street  
Kalamazoo, MI 49001

AFTER RECORDING RETURN TO:  
SANDRA G. HENSLEY  
CONSUMERS ENERGY COMPANY  
503 WILLOW STREET  
POST OFFICE BOX 30162  
LANSING, MICHIGAN 48909-9856



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EXHIBIT A

Owner's Land

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 35, TOWN 02 NORTH, RANGE 09 WEST, HOPE TOWNSHIP, BARRY COUNTY, MICHIGAN, DESCRIBED AS:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION.

EXHIBIT B

Easement Area

A 30-foot strip of land, as shown on the attached drawing, being 15 feet on each side of each electric line as constructed on Owner's Land.



STATE OF MICHIGAN  
COUNTY OF BARRY  
RECEIVED FOR RECORD

APR 30 8 38 AM '82

STATE OF MICHIGAN )  
 ) SS:  
COUNTY OF KALAMAZOO )

AFFIDAVIT

*Howard J. Fernis*  
REGISTER OF DEEDS

Alfred J. Gemrich, being duly sworn, deposes and says:

1. That he is a resident of the State of Michigan, a citizen of the United States, over the age of twenty-one years and maintains an office address at 222 South Westnedge Avenue, Kalamazoo, Michigan 49007.

2. That he has personal knowledge of the facts set forth herein and that he is record owner of property located in Hope Township, Barry County, Michigan, being more particularly described as:

The West one-half (1/2) of the Northeast quarter (1/4) of Section 35, Township 2 North, Range 9 West, Hope Township, Barry County, Michigan.

3. That any utility or communication equipment lines or facilities located in or upon the above described property by the Barry County Telephone Company, its successors or assigns, or similar communication equipment have been located upon said property by means of a license or privilege rather than a grant of easement, that said license is revocable and shall not ripen into an easement by lapse of time, and no adverse possession or other interest therein shall be acquired by the location of said equipment upon the above-described property.

*Alfred J. Gemrich*  
Alfred J. Gemrich

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 22nd day of April, 1982.

*Treena L. Wilkins*  
Treena L. Wilkins, Notary Public  
Kalamazoo County, Michigan  
My commission expires: July 1, 1985

This instrument prepared by:  
Alfred J. Gemrich, Attorney  
222 S. Westnedge  
Kalamazoo, MI 49007



Hope Township  
T2N R9W  
Barry County  
Michigan

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## Appendix D

### Baseline Feature Observation

**Baseline Feature Observations**  
Gemrich Conservation Easement  
Section 35, T2N and R9W, Hope Township, Barry County, Michigan

<b>Woody Plants</b>	<b>Non-woody Plants (cont.)</b>	<b>Birds (cont.)</b>
*Eastern Red Cedar	*Cattail	**Tufted Titmouse
*Northern White Cedar	**Showy Lady's Slipper	**Great-crested Flycatcher
*White Spruce	**Spring Beauty	**Am. Robin
*White Ash	**Golden Ragwort	**Wood Duck
*American Beech	**Bishop's Cap	**Rose-breasted Grosbeak
*White Paper Birch	**Trillium	**Yellow Warbler
*Northern Red Oak	**Canada Mayflower	**American Redstart
*Red Pine	**Wild Geranium	**White-throated Sparrow
*Yellow Birch	**Yellow Violet	**Tree Swallow
*Musclewood	**Purple Violet	**Sandhill Crane
*Eastern Larch	<b>Birds</b>	**Eastern Towhee
*White Pine	**House Finch	**Chipping Sparrow
<b>Non-woody Plants</b>	**Eastern Phoebe	**Field Sparrow
**Rue Anemone	**Baltimore Oriole	**Black-capped Chickadee
**Pound-lobed Hepatica	**House Wren	*Mallard
**Yellow Ladies Slipper	**Eastern Bluebird	*Wild Turkey
**Michigan Lily	**Canada Goose	<b>Other</b>
**Lions Paw	**Mute Swan	*White-tail Deer
**Jack-in-the-Pulpit	**Mourning Dove	*Raccoon
**Wood Betony	**Red-winged Black Bird	*Red Squirrel
**Cinnamon Fern	**Turkey Vulture	*Eastern Cottontail
**Blue Flag Iris	**Northern Flicker	*Eastern Chipmunk
**Sensitive Fern	**Red-bellied Woodpecker	**Eastern Box Turtle
**Some sort of Pussy Toes (possibly 2 species)	**Yellow-rumped Warbler	**Clouded Sulpher
**Partridge Berry	**Song Sparrow	**Muskrat
**Scribner's Panic Grass	**Am. Goldfinch	**American Toad
**Whorled Loosestrife	**Common Yellowthroat	**Gray Treefrog
**Pinweed	**Northern Cardinal	**Spring Peeper
**Hairy Bush-clover	**Am. Crow	**Morel
**Marsh Marigold	**Red-headed Woodpecker	**Spring Azure
**May Apple	**Downy Woodpecker	

\*Observations by Emily Wilke, January 10, 2007

\*\* Observations by Pete DeBoer, Nate Fuller, Al Gemrich, Russ Schipper and Gail Walter, May 4, 2006

## Appendix E

### Maps and Aerial Photos

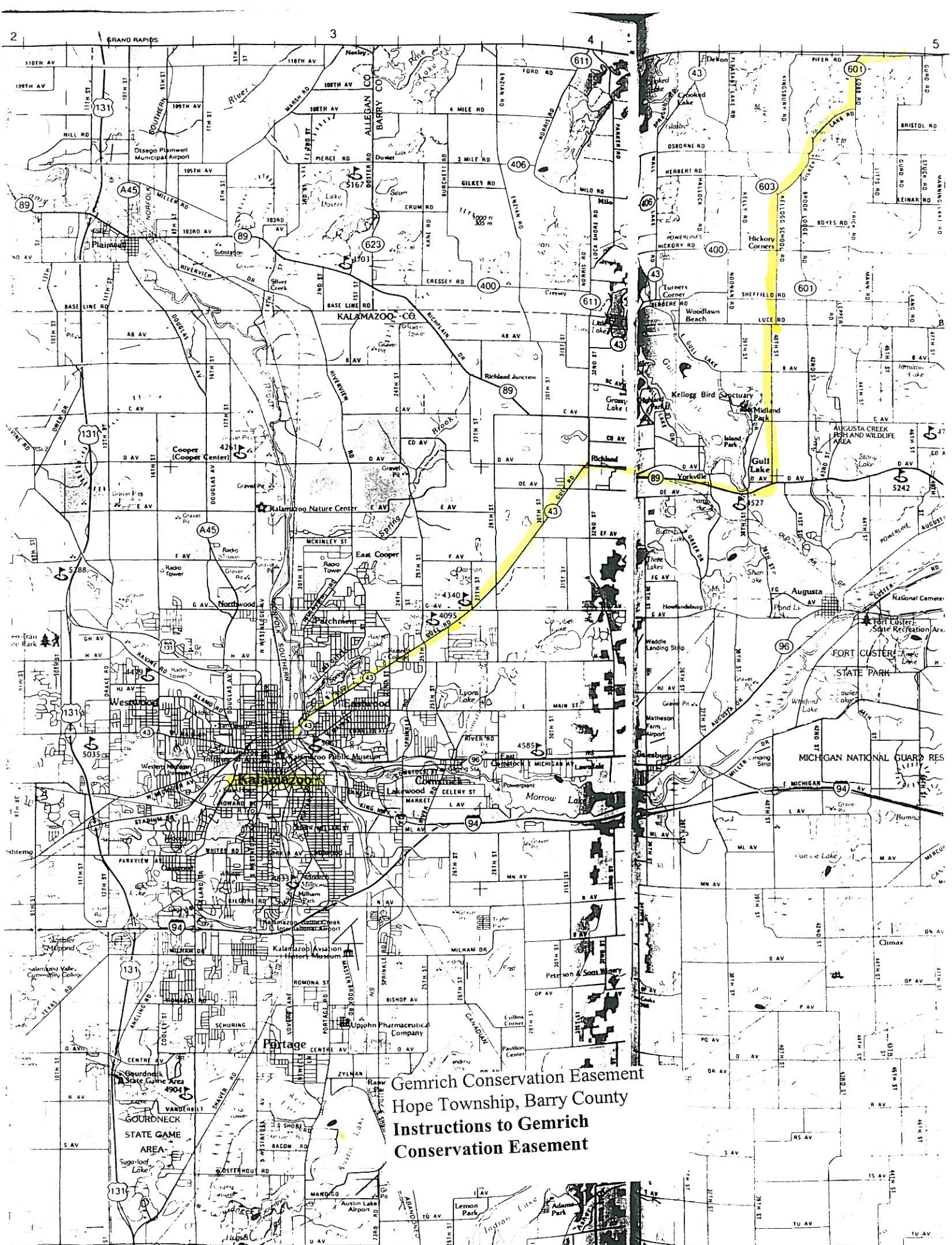
- 1) Instructions to Gemrich Conservation Easement Property
- 2) Barry County, Hope Township Plat Map, 2005
- 3) USGS, 7.5 minute, Dowling, 1982
- 4) USDA, Barry County Soil Survey in 1990, Sheet Numbers 68
- 5) US Fish and Wildlife, National Wetlands Inventory, Dowling, 1994
- 6) Aerial Map with GIS Features, created by SWMLC, 2006, aerial photo 1998

### Instructions to Gemrich Conservation Easement Property

From Kalamazoo, take M-43 E/Gull Road toward Richland. From M-43 continue straight through Richland on M-89 E. Turn left on 40<sup>th</sup> St. N, 40<sup>th</sup> St N becomes E. Baseline Road then curves left into S. Kellogg School Rd. From S. Kellogg School Rd. turn right onto W. Gilkey Lake Rd./CR-601. Turn right onto Pifer Rd./CR-412. Turn Left onto S. Cedar Creek Rd./CR-601. Turn Left onto W. Dowling Rd.

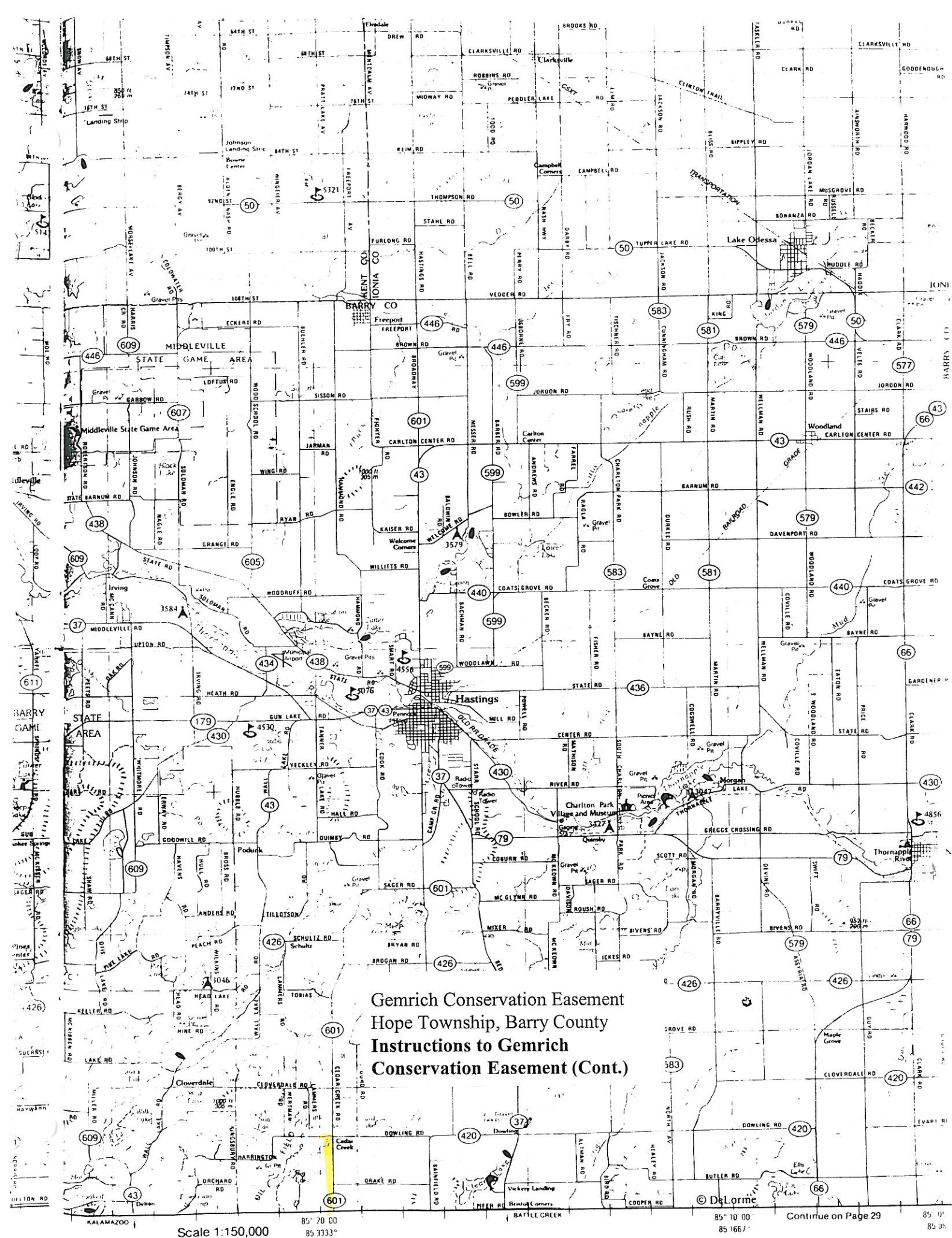
Please refer to the Baseline Documentation Map included with Appendix B for orientation to the Property.



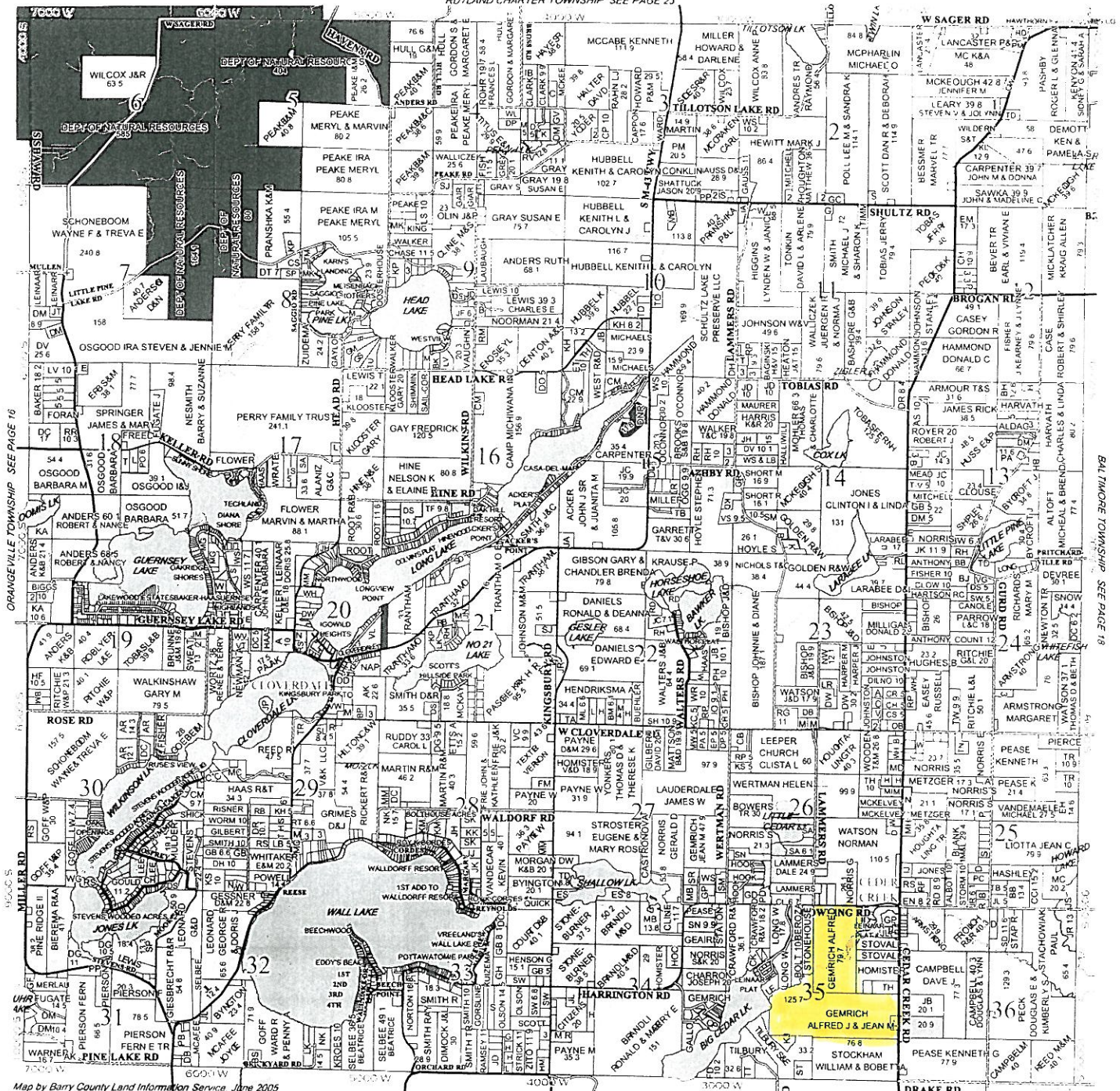


Gemrich Conservation Easement  
Hope Township, Barry County  
Instructions to Gemrich  
Conservation Easement









BALTIMORE TOWNSHIP SEE PAGE 18

Gemrich Conservation Easement  
Hope Township, Barry County  
Barry County, Hope Township  
Plat Map, 2005



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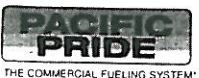
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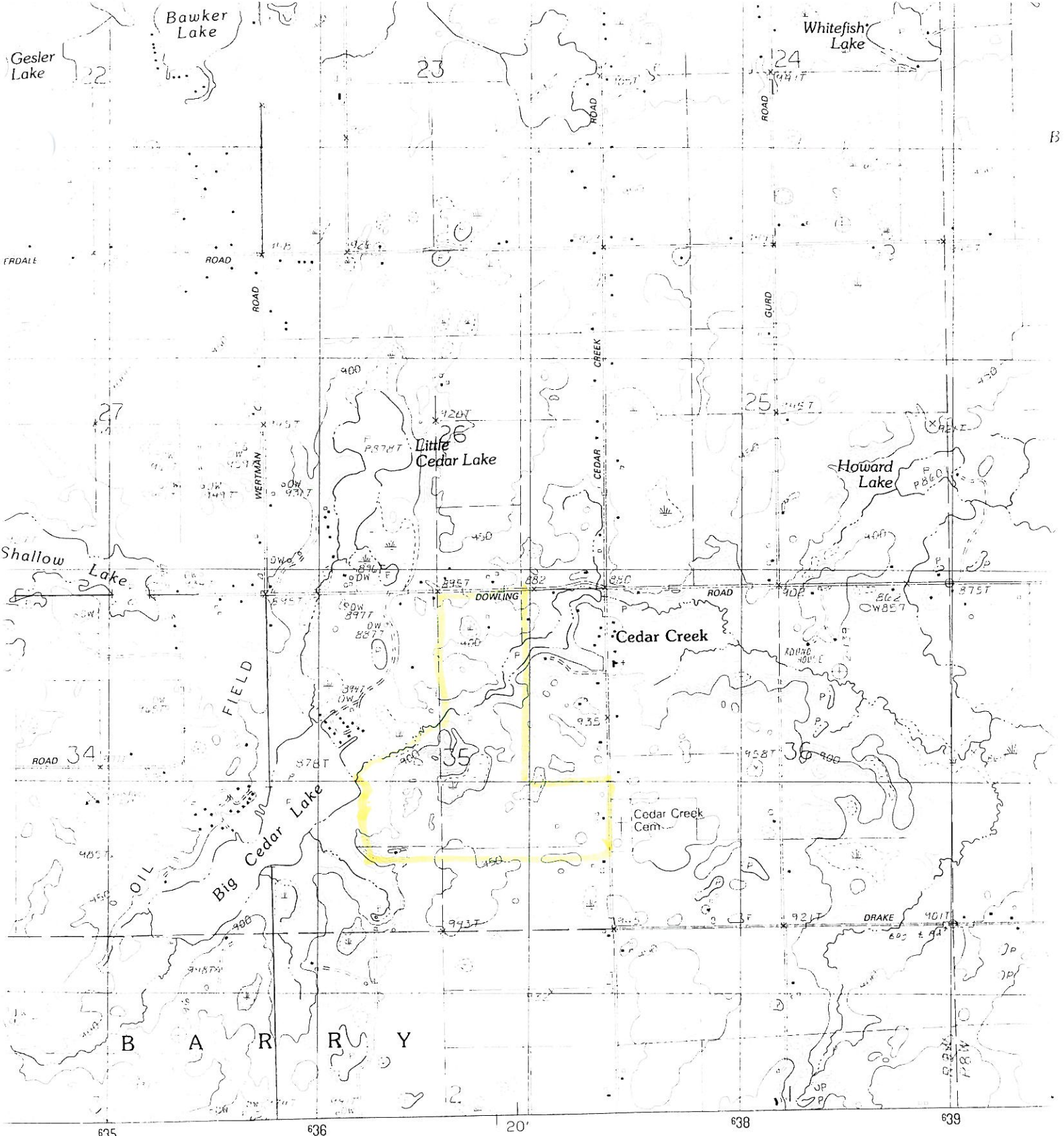
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Closed Sunday



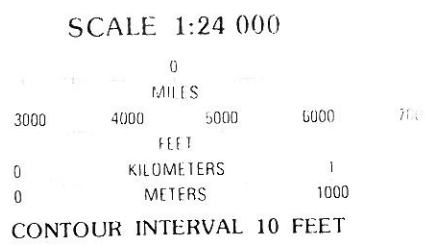




UNITED STATES GEOLOGICAL SURVEY  
 U.S. GEOLOGICAL SURVEY AND NOAA  
 TAKEN 1980  
 MAP FILED 1982  
 LAMBERT CONFORMAL CONIC  
 PROJECTION  
 ZONE 16  
 MICHIGAN SOUTH ZONE  
 1000 EAST  
 3 WEST  
 DATUM OF 1929  
 1927 NORTH AMERICAN DATUM  
 North American Datum of 1983  
 shown by dashed corner ticks

**Gemrich Conservation Easement**  
**Hope Township, Barry County, MI**  
**USGS, 7.5 Minute Quad**  
**Dowling, 1982**

**PROVISIONAL MAP**  
 Produced from original  
 manuscript drawings. Inform-  
 ation shown as of date of

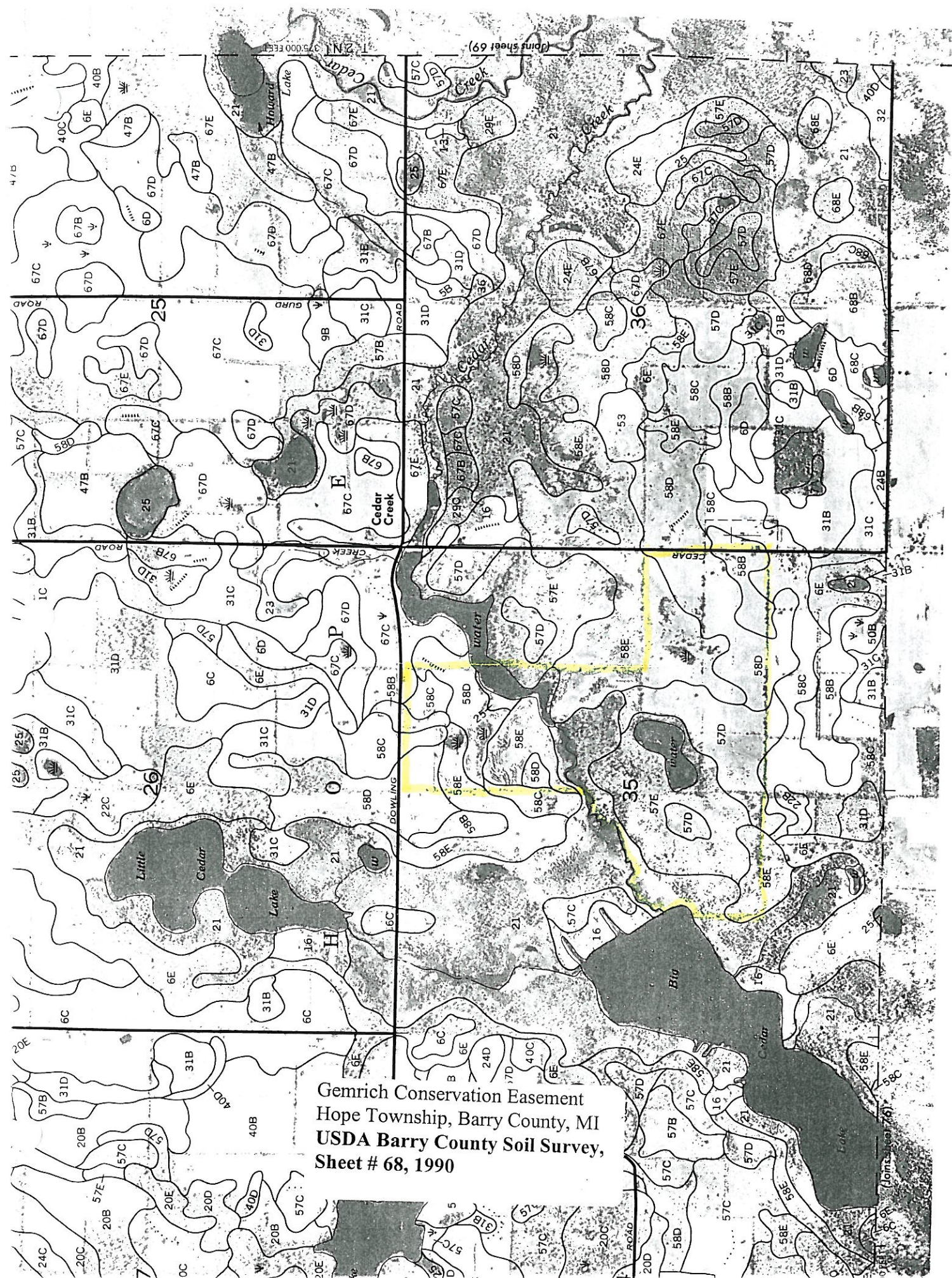


To convert feet to meters multiply by .3048  
 To convert meters to feet multiply by 3.2808

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
 FOR SALE BY U.S. GEOLOGICAL SURVEY, RESTON, VIRGINIA

is within the boundaries of any  
 own on this map



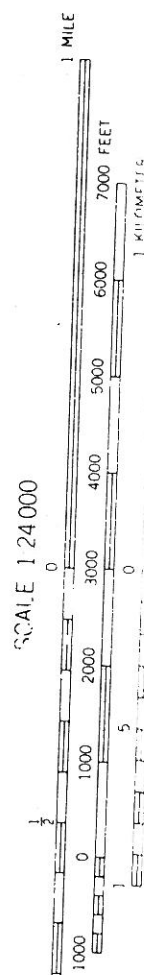






### SPECIAL NOTE

This document was prepared primarily by stereoscopic analysis of high altitude aerial photographs. Wetlands were identified on the photographs based on vegetation, visible hydrology and geomorphology in accordance with the





# AERIAL MAP

GEMRICH CONSERVATION EASEMENT

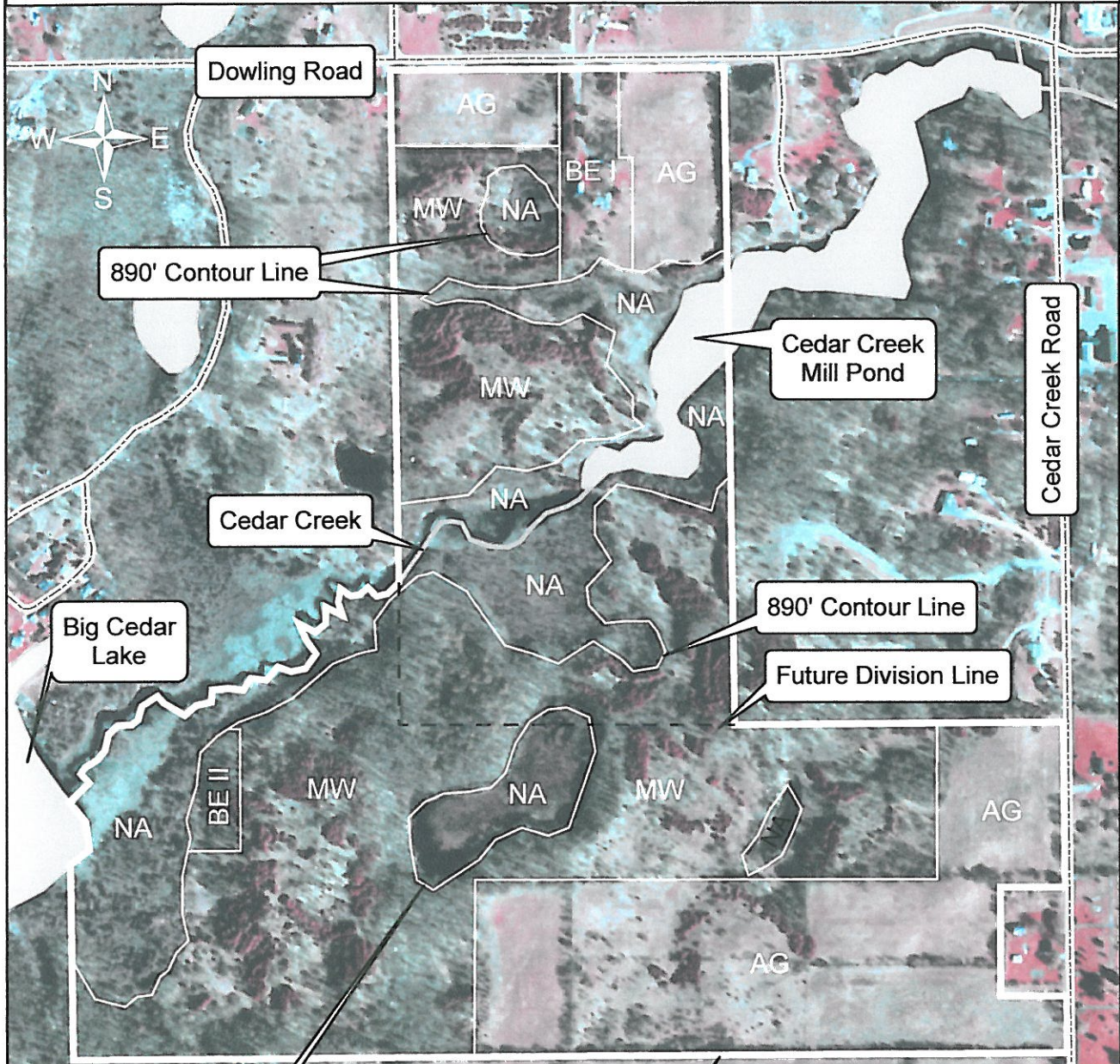
HOPE TOWNSHIP, BARRY COUNTY, MICHIGAN

**OWNER:**

Alfred J. & Jean Gemrich  
2347 Dowling Road  
Delton, MI 49046

**CONSERVANCY:**

Southwest Michigan Land Conservancy  
6851 S. Sprinkle Road  
Portage, MI 49002



**KEY**

AG - Agriculture  
BE I - Building Envelope I  
BE II - Building Envelope II  
MW - Managed Woodland  
NA - Natural Area

Property Boundary

Gemrich Conservation Easement  
Hope Township, Barry County, MI  
Aerial Map w/ GIS Features, 2006  
Aerial Photo, 1998

0 375 750 1,500 Feet



## Appendix F

Photo Documentation Map and Baseline Photos  
GEMRICH CONSERVATION EASEMENT PROPERTY  
PHOTO POINT LOCATIONS

<u>NO.</u>	<u>SUBJECT</u>	<u>BEARING IN DEG</u>
1	Building Envelope I (BE I), Front of Garage	S
2	BE I, Back of Garage	N
3	BE I, Side of Garage	W
4	BE I, Side of Garage	E
5	BE I, Front of Barn I	N
6	BE I, Back of Barn I	S
7	BE I, Side of Barn I	W
8	BE I, Side of Barn I	E
9	BE I, Bell Tower	SW
10	BE I, Bell Tower	E
11	BE I, Bell Tower	SE
12	BE I, Propane Tank	NW
13	BE I, Front of Barn II	W
14	BE I, Back of Barn II	ESE
15	BE I, Driveway along back of Barn II	N
16	BE I, Side of Barn II	N
17	BE I, Side of Barn II	S
18	BE I, Front of House	S
19	BE I, Side of House	NW
20	BE I, Back of House	N
21	BE I, Back of House	N
22	BE I, Side of House	E
23	BE I, Side of House and Deck	E
24	BE I, Back of House	N
25	BE I, Driveway out of BE I	N
26	BE I, Driveway into BE I	S
27	BE I edge and Dowling Road	N
28	North edge of Property, Dowling Rd.	E
29	North edge of Property, Dowling Rd.	W
30	BE I, Tree Farm Sign at end of driveway	SW
31	NE Property Corner, across Dowling to neighboring Property	N
32	NE Property Corner, Dowling road away from property line	E
33	NE Property Corner, North Property line	W
34	NE Property Corner, East Property Line	S
35	Agricultural Field North Boundary	W
36	Trail leading away from BE I	S
37	South edge of Agricultural Field	E
38	Agricultural field E of BE I	N
39	Trail leading away from BE I	W
40	Managed Woodland S of BE I	S
41	S edge of BE I	E
42	Path leading up to Barn II	N
43	Managed woodland along Cedar Creek	S
44	Natural Area west of the BE I	N

<u>NO.</u>	<u>SUBJECT</u>	<u>BEARING IN DEG</u>
45	BE I and managed woodland	NNW
46	Cedar Creek/Mill Pond	NE
47	Cedar Creek	E
48	Cedar Creek	SE
49	Cedar Creek	S
50	Cedar Creek and bridge	SW
51	Cedar Creek/Mill Pond	NE
52	Cedar Creek and ridge	SE
53	Managed Woodland – oak and pine trees	N
54	Managed Woodland – oak and pine trees	E
55	Managed Woodland – oak and pine trees	S
56	Managed Woodland – oak and pine trees	W
57	Managed Woodland – uphill	N
58	Managed Woodland – pine trees	E
59	Managed Woodland downhill toward Cedar Creek	S
60	Managed Woodland – pine trees	W
61	Two track along Cedar Creek	NE
62	Cedar Creek and wetlands	SE
63	Green vegetation in the dead of winter	
64	Two track along Cedar Creek	WSW
65	Two track along Cedar Creek	ENE
66	Two track toward bridge	SSE
67	Two track along Cedar Creek	SW
68	Bridge	SSE
69	Cedar Creek from bridge	NE
70	Cedar Creek from bridge	SW
71	Two track just past bridge	ESE
72	Two track just past bridge	S
73	Big oak tree just east of property line	ESE
74	East property line, natural area	N
75	Natural area, managed woodland boundary	W
76	East property line, managed woodland	S
77	Property boundary signs on tree	NW
78	Trial through managed woodland with pines	S
79	Two track toward bridge	NW
80	Path through Managed Woodland (MW)	NE
81	Yellow birch, muscledwood in wet Natural Area (NA)	SE
82	Yellow birch and other trees in NA, fencing in circles	SW
83	Oaks and other trees in MW, pines in background	NW
84	Kettlehole wetland, Oak in foreground	S
85	Kettlehole wetland, open water and emergent vegetation	SW
86	Kettlehole wetland, forested edge and emergent veg.	S
87	Old barbed wire fence line through wooded area	N
88	Wooded area on top of ridge	E



<u>NO.</u>	<u>SUBJECT</u>	<u>BEARING IN DEG</u>
89	Old barbed wire fence line through wooded area	S
90	Young oak trees on top of ridge	W
91	Wetlands around Cedar Creek	NNW
92	Big Cedar Lake in the background	WNW
93	Clearing surrounded by pines	N
94	Clearing surrounded by pines, cedar and oak trees	W
95	Oak and cedar tree browsed by deer	S
96	Clearing surrounded by pines, cedar trees	E
97	Clearing with cedar and pine trees	N
98	Clearing with pine, oak and cedar trees	S
99	Path through tall pine trees	S
100	Path on the other side of tall pine trees	N
101	Young bare trees in MW	E
102	Path toward south property boundary	S
103	Young trees in MW	W
104	Path along west boundary of property	N
105	Big oaks and boundary marker	NE
106	Path along south boundary of property	E
107	Path along south boundary of property, MW in background	W
108	Agricultural field bordered by trees	N
109	Path along south boundary of property across agricultural field	E
110	Path from open field into forested area	NE
111	Path through open field with sparse trees	NW
112	Path through open field with sparse trees, trees in background	SW
113	Path through open field with sparse trees	SE
114	Path along north boundary of agricultural field	E
115	Agricultural field with big round bales	SW
116	Cedar tree and other young trees in MW area	NW
117	Large pine trees along north boundary of property	E
118	Agricultural field bordered by trees	SE
119	West boundary of property and agricultural field	S
120	East boundary of property, agricultural field	S
121	Agricultural field with tree line in background	SW
122	Forested edge with sumac and pines	W
123	Tree line along east boundary of property	N
124	Tree line along east boundary of property	N
125	Agricultural field with tree line in background	NW
126	Tree line along south boundary of property	W

# PHOTO DOCUMENTATION MAP

GEMRICH CONSERVATION EASEMENT

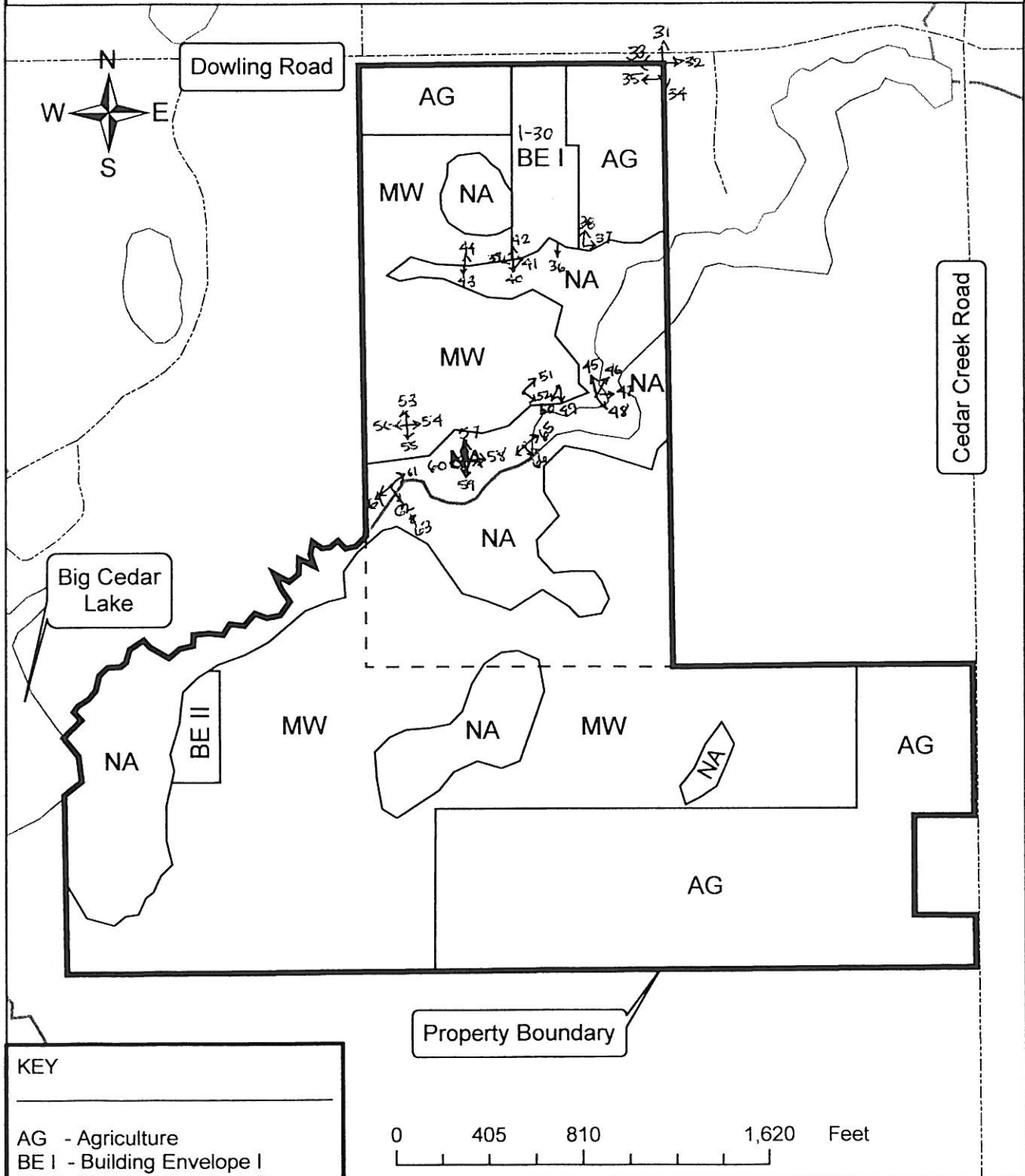
HOPE TOWNSHIP, BARRY COUNTY, MICHIGAN

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Delton, MI 49046

## CONSERVANCY:

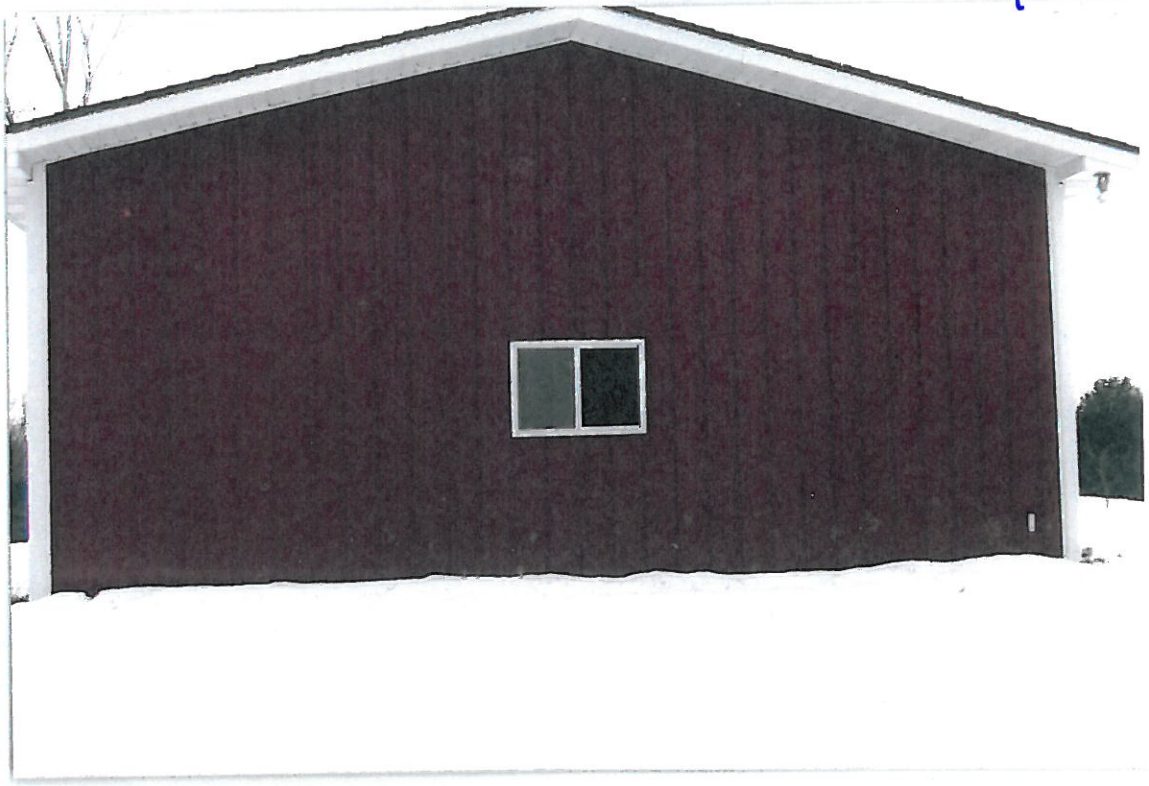
Southwest Michigan Land Conservancy  
6851 S. Sprinkle Road  
Portage, MI 49002







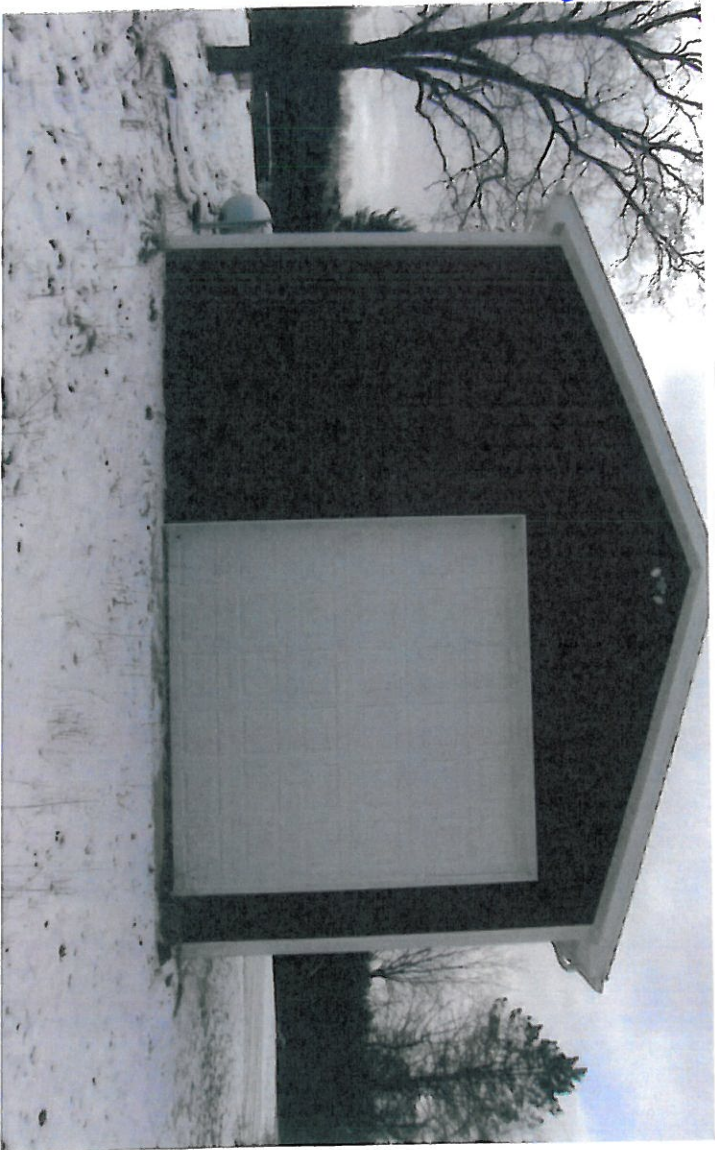
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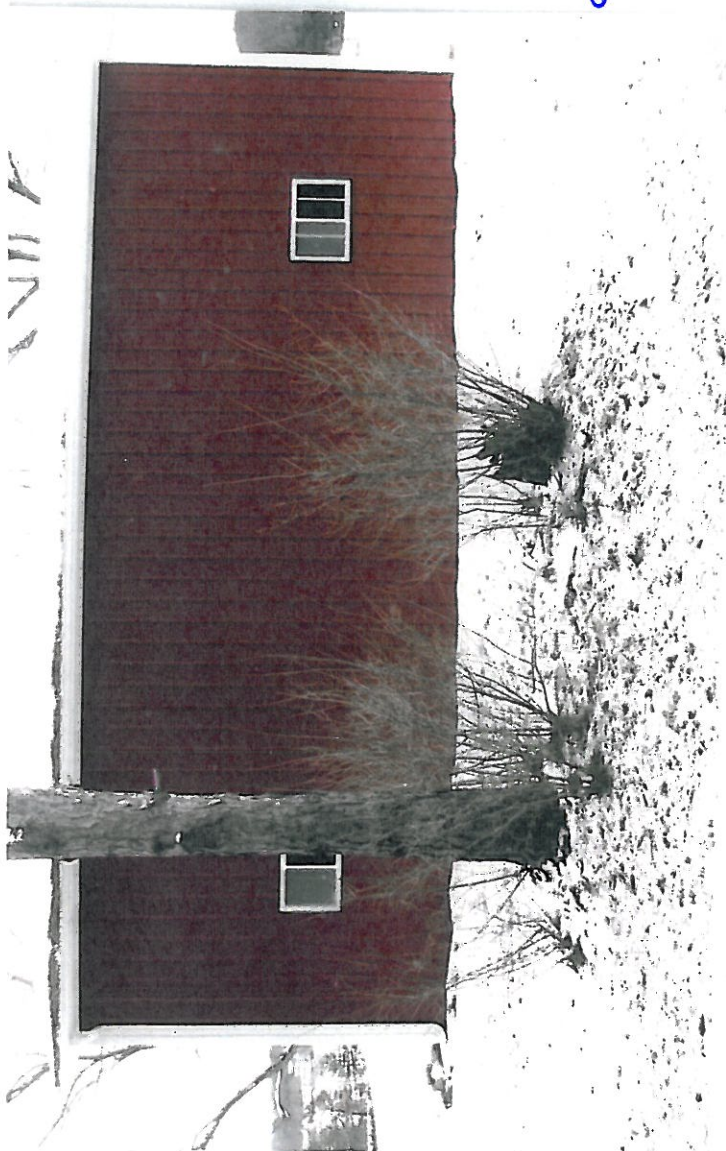




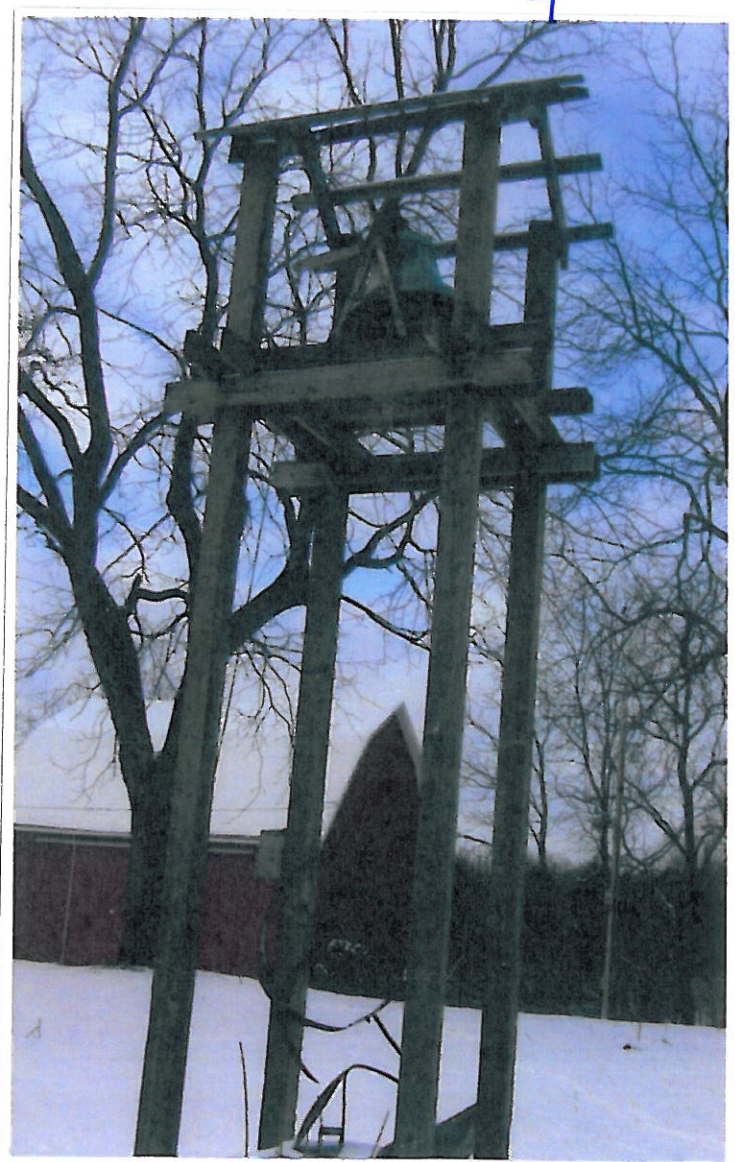
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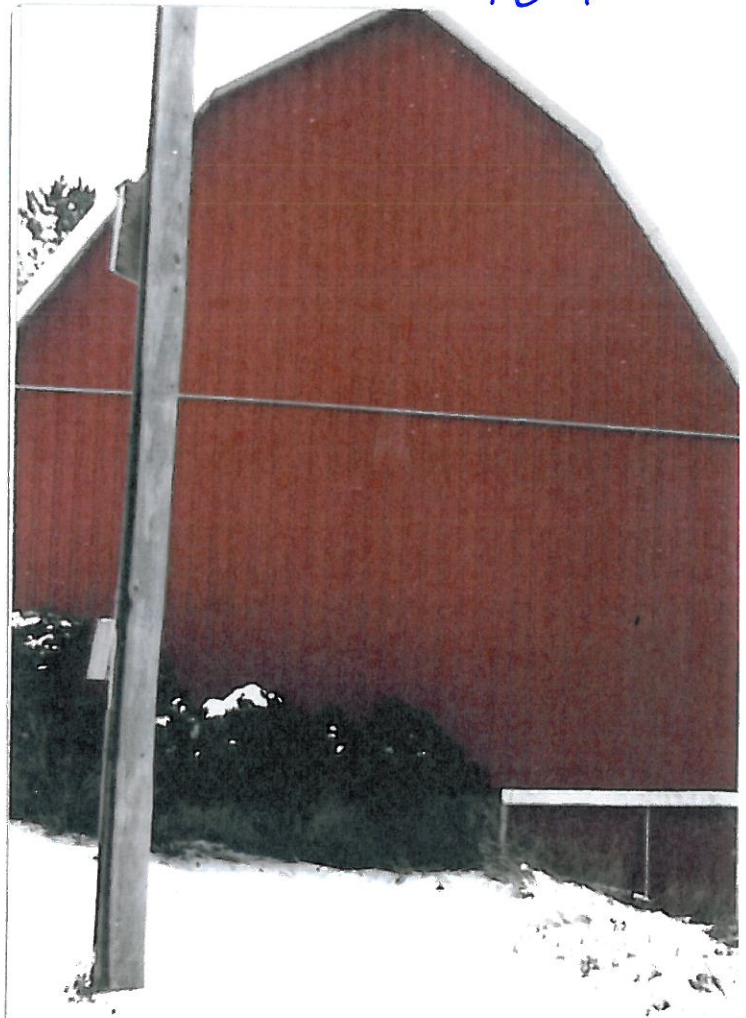




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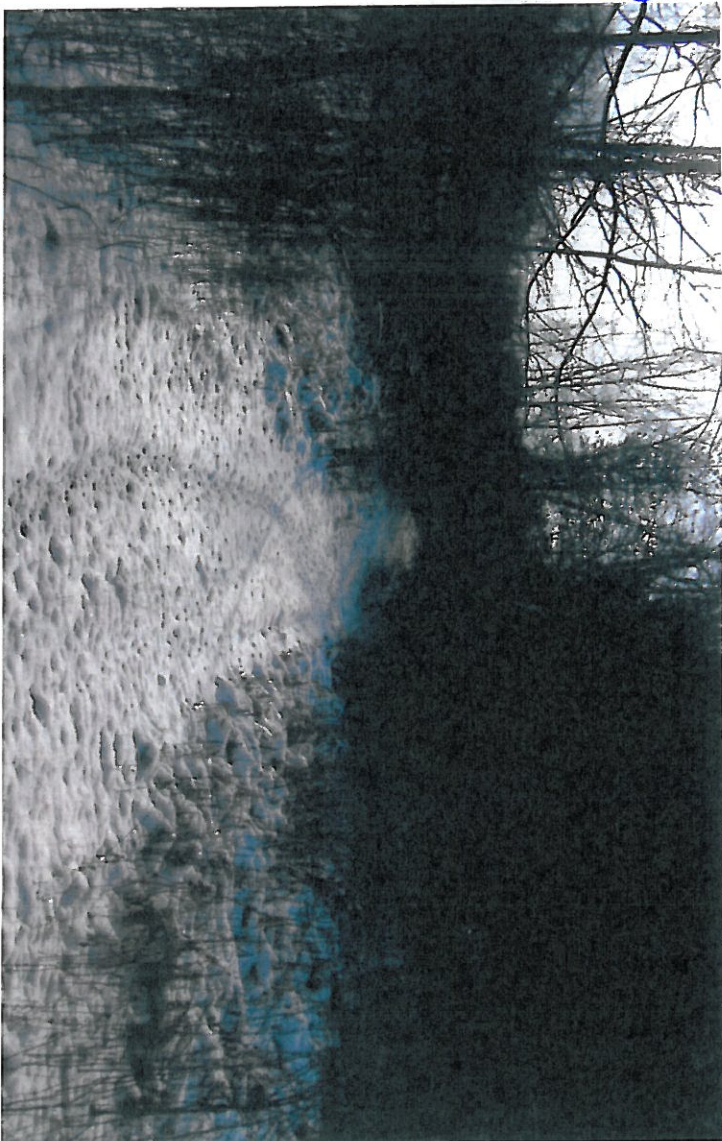






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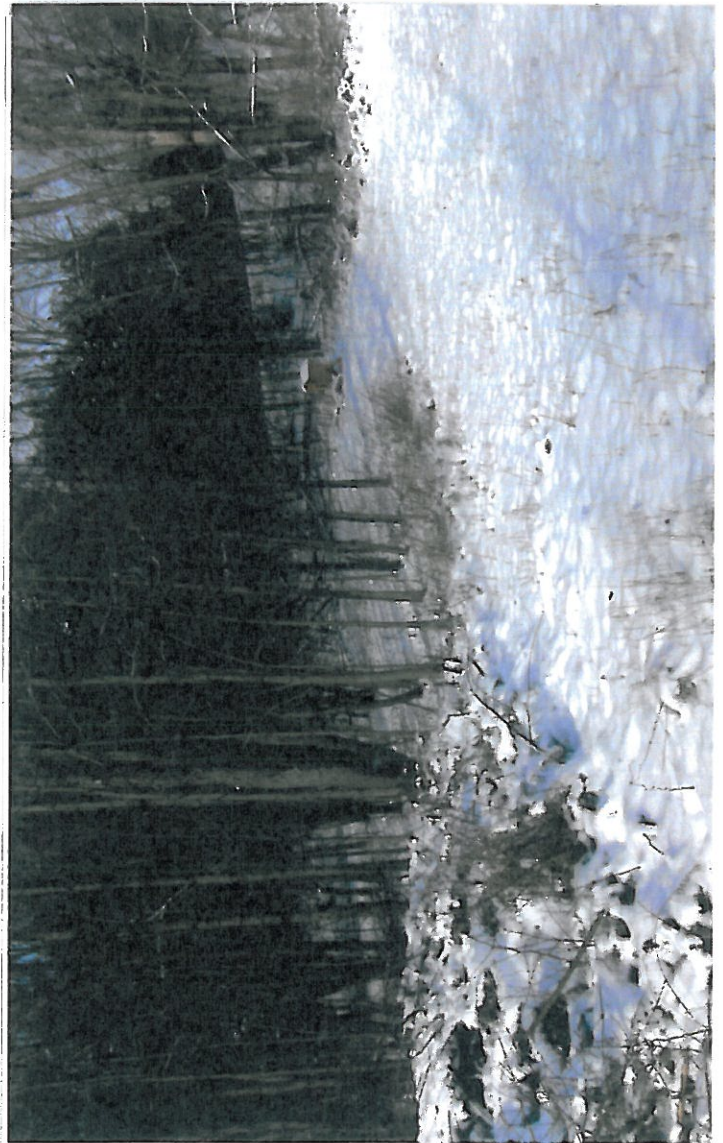


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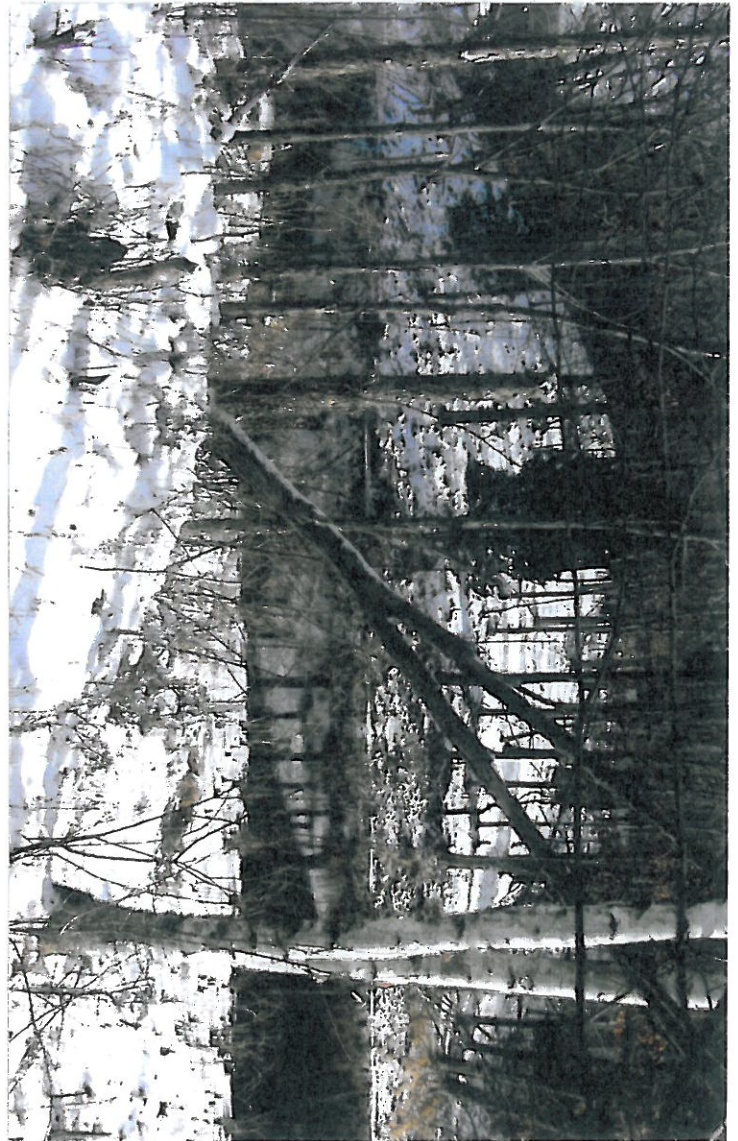
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# PHOTO DOCUMENTATION MAP

GEMRICH CONSERVATION EASEMENT

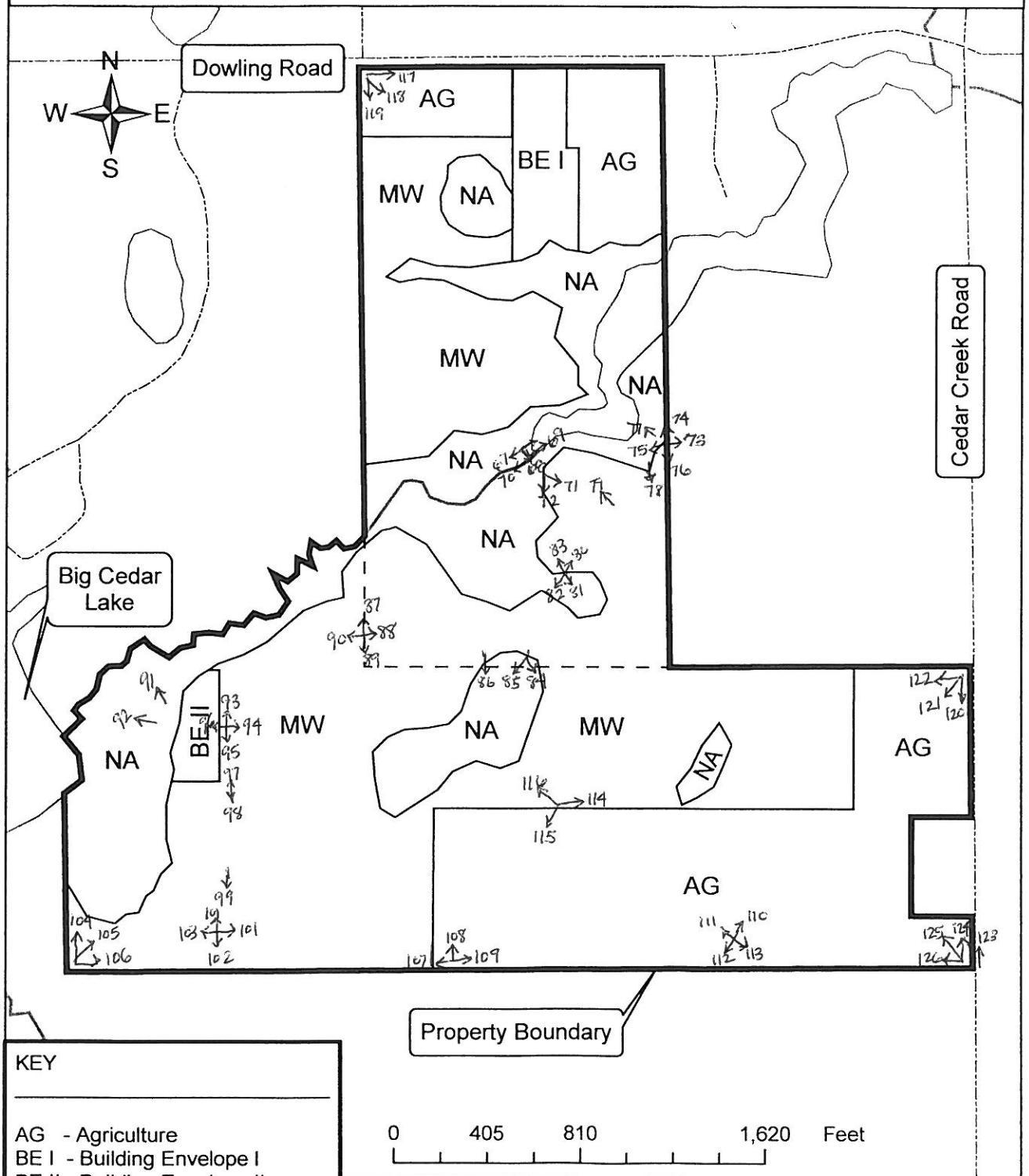
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6851 S. Sprinkle Road  
Portage, MI 49002







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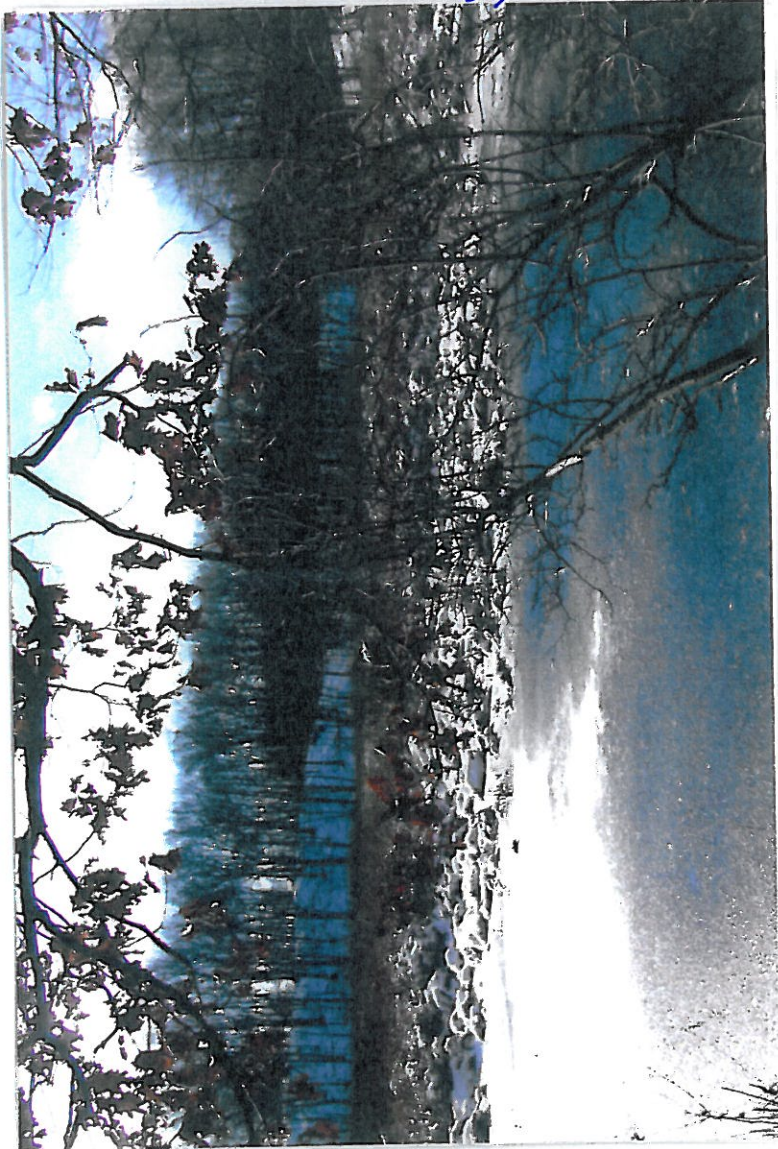


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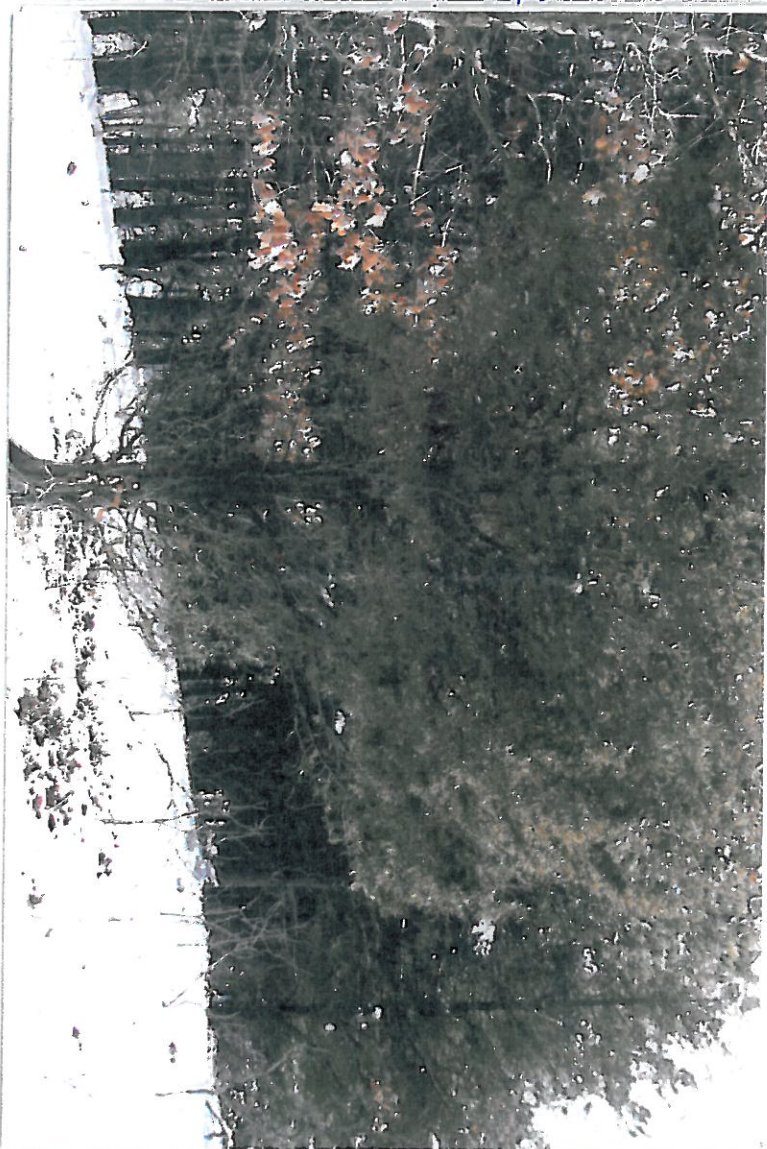


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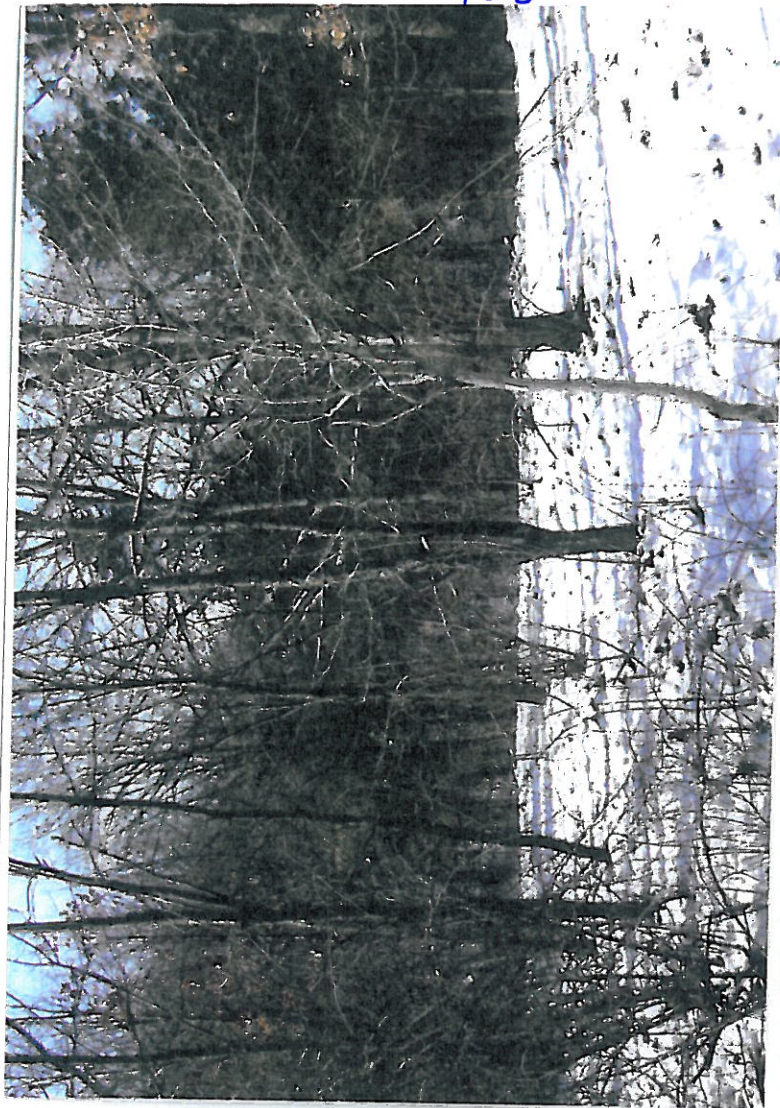


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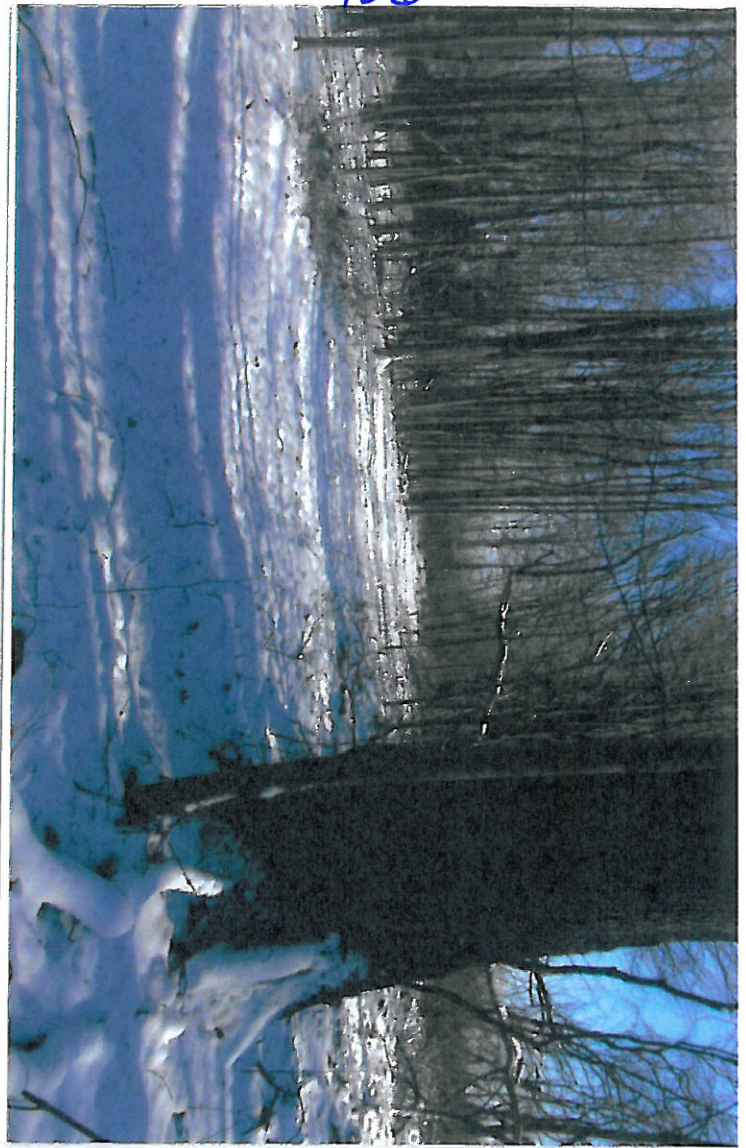




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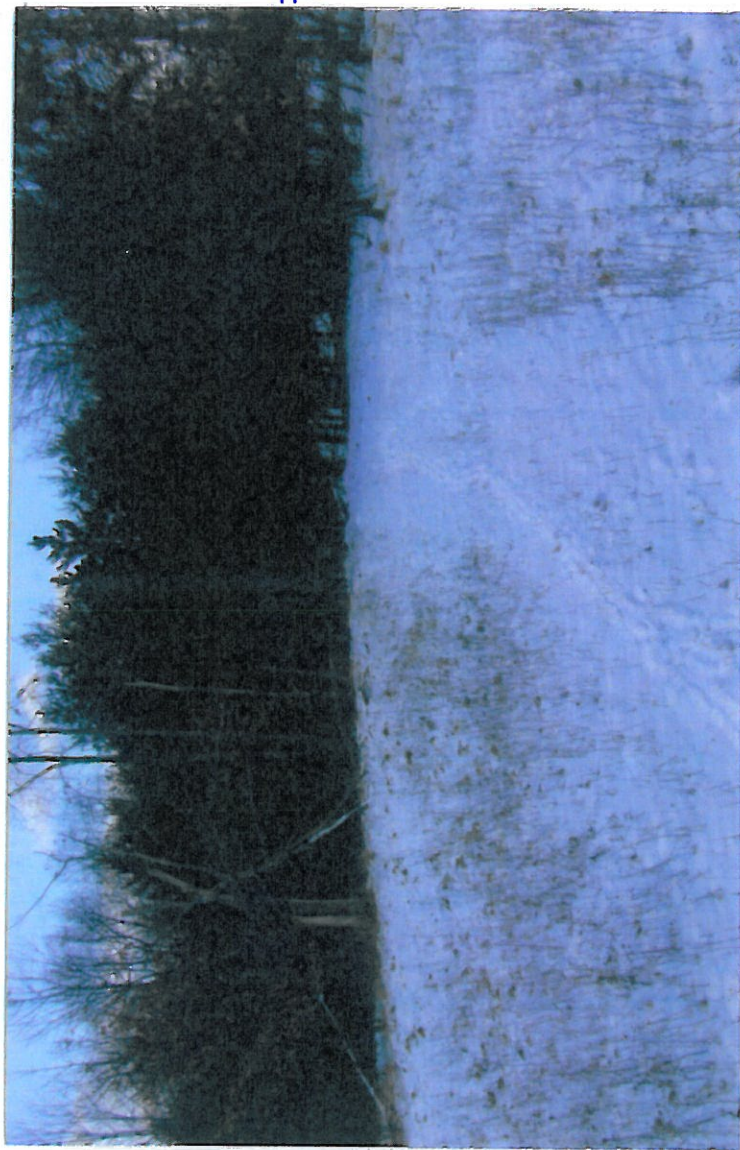




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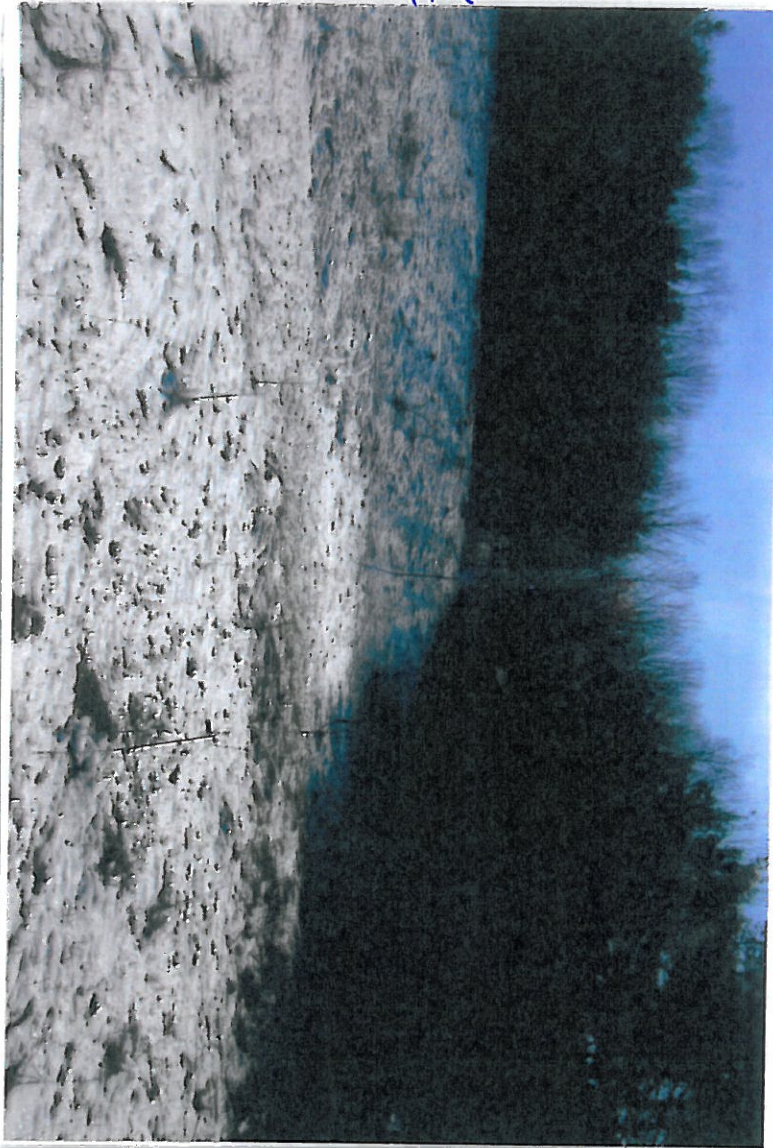


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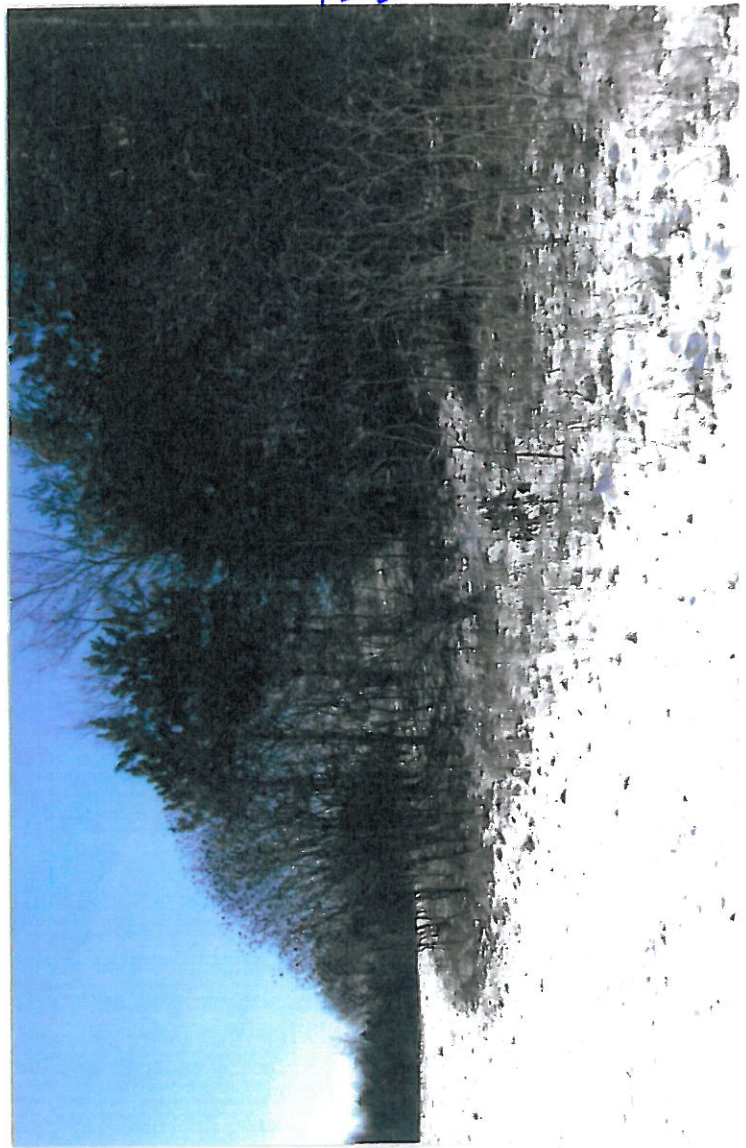




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