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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 ¾ 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.



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 markers, 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 513. 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

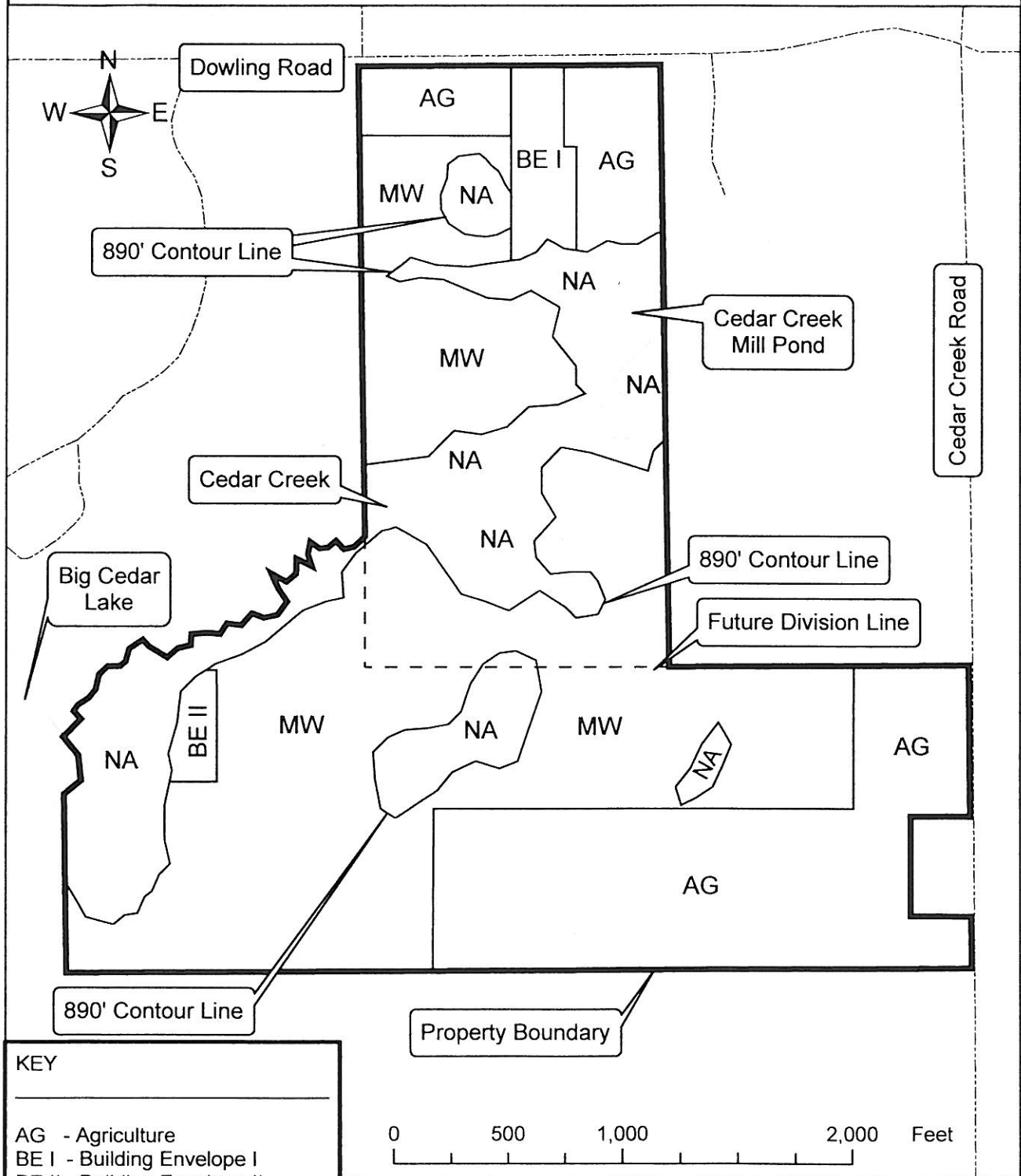
HOPE TOWNSHIP, BARRY COUNTY, MICHIGAN

**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

0 500 1,000 2,000 Feet



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OWNERS:



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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: \_\_\_\_\_



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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