

L: 4960 P: 985 6127466 AG  
 03/04/2013 02:47 PM Total Pages: 2  
 Laurence Kestenbaum, Washtenaw Co



### STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

*(mda)*

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 9 day of AD 2013, by and between Don M. Korte, a single man hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Washtenaw, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

N 1/2 of the NE 1/4 of Sec 22; ALSO SE 1/4 of the NE 1/4 of Sec 22; ALSO SW 1/4 of the NE 1/4 of Sec 22; Section 22, T4S R4E, Bridgewater Township, Washtenaw County, Michigan

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 4168, page 204 I & 2 in the Washtenaw County Register of Deeds Office at 2:17 p.m. on October 2, 2002

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

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

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

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 361(1)(2)(h), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. Public access is not permitted on the land unless agreed to by the owner.
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Bridgewater Township Board
7. The term of this Agreement shall be for Ninety (90) years, commencing on the 1<sup>st</sup> day of January, 1983, and ending on the 31<sup>st</sup> day of December, 2072.
8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

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

(X) Don M. Korte  
 Don M. Korte

(X) \_\_\_\_\_

(X) \_\_\_\_\_  
 6934 Beck Rd  
 Canton MI 48187

(X) \_\_\_\_\_  
 81-35018-123172 83extension  
 kay

Time Submitted for Recording  
 Date 2-4-2013 Time 11:00  
 Lawrence Kestenbaum AM  
 Washtenaw County Clerk/Register

Washtenaw County Register of Deeds  
 Submitted for Recording  
 3/4/2013, 11:00:00 AM

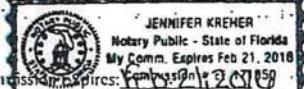
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Prepared by and Return to:  
 James A. Johnson, Director  
 ENVIRONMENTAL STEWARDSHIP DIVISION  
 MICHIGAN DEPARTMENT OF AGRICULTURE  
 AND RURAL DEVELOPMENT  
 PO BOX 30449  
 LANSING MI 48909-7949

Florida  
STATE OF MICHIGAN  
) ss.

COUNTY OF Sarasota

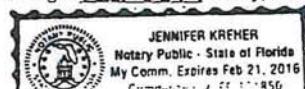
On this 9th day of January AD 2013, before me, a Notary Public, personally appeared Don M. Korte to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.



My Commission Expires: Feb 21, 2016  
STATE OF MICHIGAN )  
) ss.  
COUNTY OF \_\_\_\_\_)

(x)   
Notary Public

Sarasota County, FL acting in Sarasota County, FL



On this \_\_\_\_\_ day of \_\_\_\_\_ AD \_\_\_\_\_, before me, a Notary Public, personally appeared to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_ County, MI acting in \_\_\_\_\_ County, MI

STATE OF MICHIGAN )  
) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ AD \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_ County, MI acting in \_\_\_\_\_ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

State of Michigan  
Department of Agriculture and Rural Development

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

STATE OF MICHIGAN )  
) ss.  
COUNTY OF INGHAM )

On this 24 day of January AD 2013, before me, a Notary Public in and for said County personally appeared Richard A. Harlow, Program Manager, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

Katherine McGarry, Notary Public  
Eaton County acting in Ingham County, Michigan  
My Commission Expires: January 28, 2013