

L: 5341 P: 274 6508080 AG  
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Lawrence Kestenbaum, Washnetaw Co



## STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

PLEASE RECORD THIS DOCUMENT BEFORE 2/18/2020

**AGREEMENT #81-8698A-123126**

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 30th day of July 2006 AD 2006, by and between Garth L Hannewald and Cindy L Hannewald, Husband and Wife hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan (MDARD); 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:

That part of W 67.04 acres of the SW 1/4 of Sec 6, lying S of M-52, ALSO W 36 acres of the NW 1/4 of Sec 7, ALSO W 17 acres of N 1/2 of the SW 1/4 of Sec 7. All land located in Sections 6 & 7, T1S R3E, Lyndon Township, Washtenaw County, Michigan. (59)

**This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Washtenaw County Register of Deeds Office in Liber 5281, Page 163 on November 14th, 2018.**

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and  
WHEREAS, the Owner and MDAR 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 of Michigan 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 of Michigan; and

WHEREAS, both the Owner and the MDARD 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 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the Lyndon Township Board and MDARD.
3. Land Improvements shall not be made except for use consistent with farm operations or with the approval of the Lyndon Township Board and MDARD.
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 MDARD 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 MDARD, and the Lyndon Township Board.
7. The term of this Agreement shall be for **forty-eight (48) years**, commencing on the 1st day of January, **1979**, and ending on the 31st day of December, **2026**.
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. The Owner shall provide a copy of the signed statement and documentation of ownership change to MDARD and the Lyndon Township Board within 90 days of the change.
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.

Return to:  
Garth Hannewald  
12821 Leeke Rd  
Stockbridge MI 49285  
AGREEMENT# 81-8698A-123126  
Extend SMT

Prepared by:  
Mark Swartz, Deputy Director  
MDARD-ESD Farmland Program  
PO Box 30449  
Lansing, MI 48909

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## State of Michigan Use Only

Signed by:  
Michigan Department of Agriculture and Rural Development  
Environmental Stewardship Division  
Farmland & Open Space Preservation Program

*Jarrod Thelen*  
Jarrod Thelen, Resource Analyst

STATE OF MICHIGAN  
COUNTY OF INGHAM

On this **November 20th 2019** AD, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, 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.

*Lexava L. Smith*  
Lexava L. Smith, Notary Public  
Eaton County, Michigan acting in Ingham County, Michigan  
My Commission Expires: April 17, 2025

Do not write above this line - State of Michigan Use Only

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

(x) *Garth L. Hannewald*

Garth L Hannewald

STATE OF MICHIGAN

COUNTY OF *Jackson*

On this *10th* day of *January* AD *2020*, before me, a Notary Public, personally appeared Garth L Hannewald 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) *Janice M. Kitley* Notary Public  
Comm Exp: *3/31/2024*  
*Jackson* County, MI acting in *Jackson* County, MI

Place Notary Stamp or Seal Here  
JANICE M. KITLEY  
Notary Public, State of Michigan  
County of Jackson

My Commission Expires *03-31-2024*  
Acting in the County of *Jackson*

(x) *Cindy L. Hannewald*

Cindy L Hannewald

STATE OF MICHIGAN

COUNTY OF *Jackson*

On this *10th* day of *January* AD *2020*, before me, a Notary Public, personally appeared Cindy L Hannewald 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) *Janice M. Kitley* Notary Public  
Comm Exp: *3/31/2024*  
*Jackson* County, MI acting in *Jackson* County, MI

Place Notary Stamp or Seal Here

JANICE M. KITLEY  
Notary Public, State of Michigan  
County of Jackson  
My Commission Expires *03-31-2024*  
Acting in the County of *Jackson*

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