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Berrien County, Michigan

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Receipt # 65046 EASE #2011030475



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STATE OF
MICHIGAN
Berrien County
December 05 2011
Receipt # 65046



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RED TAIL PARCELS 1 & 2 CONSERVATION EASEMENT

DATE: November 30, 2011

DONOR/OWNER: Ronora Lodge & Retreat Center LLC, Durward J. Gehring a/k/a James Gehring a/k/a Jim Gehring, Manager, whose address is P.O. Box 111, Watervliet, MI 49098 and its heirs, executors, administrators, designated successors and designated assigns.

DONEE/CONSERVANCY: Southwest Michigan Land Conservancy, Inc. a Michigan nonprofit corporation, "Conservancy", 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: Two parcels of land situated in the County of Berrien, Township of Watervliet, State of Michigan, described in Exhibit A.

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 easement was purchased, in part, with fund through a Non-Point Source Pollution Grant with the Michigan Department of Environmental Quality, and as consideration for the grants and conveyances made herein, payment has been made to Owner in the

Red Tail Parcels 1 & 2 Conservation Easement

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amount of Twenty-Five Thousand Five Hundred Fifteen Dollars (\$25,515), increased or decreased to reflect closing adjustments and pro-rations, the receipt and adequacy of which is hereby acknowledged. This payment is equivalent to roughly 25% of the appraised value of development rights. This conveyance is thus, in part, a gift from the Donor to the Conservancy.

THE OWNER AND THE CONSERVANCY AGREE TO THE FOLLOWING:

1. PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE OWNER AND THE CONSERVANCY.

A. This Conservation Easement:

- 1) Protects a natural habitat for fish, amphibians, and reptiles with a natural shoreline along Lake Sherwood, fen, wetlands and forested uplands and open spaces which support a diversity of plants and animals including the Eastern Massasauga Rattlesnake, a Federal candidate species for endangered listing status and also a State of Michigan species of Special Concern.
- 2) Protects a significant intact and pristine wetland complex with extensive watershed values to the larger Paw Paw River Watershed (PPRW).
- 3) Protects land adjacent to 126 acres of conservation lands that will be protected concurrently with this Conservation Easement.
- 4) Preserves open space and will yield a significant public benefit
 - a) Pursuant to a clearly delineated Federal, State, or local governmental conservation policy.

These purposes will be referred to as the "Purposes" in this Conservation Easement.

A. The Owner of the Property 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 and the preservation of the Conservation Values. Any uses of the Property which may impair or interfere with the Conservation Values are expressly prohibited.

B. The Conservancy (i) is a qualified holder of this Conservation Easement committed to preserving the Conservation Values of the Property and upholding the terms of this Conservation Easement (ii) is a tax-exempt, nonprofit Michigan corporation qualified under Internal Revenue Code Sections 501(c)(3) and 170(h)(3), (iii) has the resources to enforce this Easement, (iv) protects natural habitats of fish, wildlife, plants, and the ecosystems that support them and (v) 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, historic, open Red Tail Parcels 1 & 2 Conservation Easement

space, scientific, biological, and ecological values of prominent importance to the Owner, the Conservancy, and the public. These values are referred to as the "Conservation Values" in this Easement. Certain Conservation Values may have relevance to more than one Purpose, even though they are listed only once. The Conservation Values include the following:

- A. **The Property contains significant natural habitat in which fish, wildlife, plants or the ecosystems which support them, thrive in a natural state, as demonstrated by:**

WILDLIFE HABITAT

- 1) The Property provides vital corridor wetlands and upland wildlife habitats for the state of Michigan species of Special Concern Eastern Massasauga Rattlesnake, also a candidate species for protected status on the Federal Endangered Species List. The Eastern Massasauga Rattlesnake inhabits the Property in large numbers. The Property also protects habitat for the Blanding's Turtle and Red-Shouldered Hawk, both state species of Special Concern.
- 2) The Property contains natural areas that represent high quality examples of terrestrial or aquatic communities including fen wetlands, tamarack swamp, forested swamp, scrub shrub swamp and lake frontage.
- 3) High quality habitat on the Property serves as a connection for wildlife movement and creates a natural "greenway" along Sherwood Lake moving west toward Paw Paw Lake. These areas connect to adjacent upland/wetland habitat totaling 126 acres that is being protected concurrently with this Conservation Easement, thus expanding the greenway to over one combined mile of natural area just east of Paw Paw Lake.
- 4) The Property is noteworthy for the excellent quality of the fen and open water habitats, which includes unique and rare plant species such as the carnivorous pitcher plant and showy lady slippers. The Property's habitats are home to biodiverse vegetation, birds, mammals, aquatic invertebrates, reptiles, and amphibians.
- 5) 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.

WATERSHED PROTECTION

- 1) The Property provides important natural land within the watershed of Paw Paw Lake and larger PPRW. Protection of the Property in its largely unfragmented natural and open space condition helps to ensure the quality and quantity of water resources for the greater Watervliet area.

- 2) 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. Wetland communities are wide-ranging, and include, forested swamp, fen and other scrub-shrub wetland, vernal pools and deep water swamps that transition into open water. Specifically, 67% of the property, approximately 57 acres, is designated wetland as classified by the U.S. Fish and Wildlife National Wetlands Inventory. The majority, 37.7 acres is designated scrub-shrub wetland, most of which is further classified as fen. 11.83 acres is designated forested wetland, including areas of tamarack swamp, and the remaining 7.4 acres is the open water of Sherwood Lake. A combination of surface flow, wetlands, and groundwater springs creates a unique hydrology that enables a broad diversity of plant communities to thrive on the site.
- 3) The Property includes approximately 2,000 feet of frontage on Sherwood Lake.
- 4) The Property was identified as a highest priority parcel for conservation in the 2006 Michigan Department of Environmental Quality 319 funded management plan prepared for the watershed. According to this 2006 PPRW Management Plan, the wetland resource base in the PPRW has undergone significant disruption in the 200 years since Michigan was settled. Protection of this Property preserves a large block of critical wetland that provides critical functions that are protective of water quality and quantity functions.

According to a 2011 MDEQ- funded landscape level wetland functionality assessment, on-site wetlands score high for the following functions: floodwater storage, streamflow maintenance, nutrient transformation, sediment retention, shoreline stabilization, fish habitat, stream shading, and waterfowl/waterbird habitat. On-site wetlands score medium for interior forest bird habitat, ground water influence, and importance as imperiled wetlands. Protecting the surrounding upland areas which contain groundwater seeps and springs, and protecting adjacent land concurrent to this Conservation Easement ensures the protection of land that contributes greatly to sustaining the water quality and quantity of the larger PPRW. Many of the above-listed functions have been severely diminished within the larger PPRW over time.

PROXIMITY TO PROTECTED LANDS

- 1) The Property lies directly adjacent to the following properties, being concurrently conserved, which similarly preserve the existing natural habitat:
 - a) Red Tail Parcel 4 Conservation Easement, Southwest Michigan

- Land Conservancy, Watervliet Township, Section 12.
 - b) Red Tail Parcel 5 Conservation Easement, Southwest Michigan Land Conservancy, Watervliet Township, Section 13.
- 2) The Property lies is less than one (1) mile from the following conserved properties which similarly preserve the existing natural habitat:
 - a) Site Number 04-11-0130 Conservation Easement, Michigan Department of Environmental Quality, Watervliet Township, Section 11.
 - b) Woodland Nature Conservancy, Woodland Nature Conservancy, Watervliet Township, Section 14.
- 3) Preservation of the Property enables the Owner to integrate the conservation values with other neighboring lands.

B. The Property provides open space that protects the biological integrity of the natural area corridor and that will yield a significant public benefit through:

OPEN SPACE PROTECTION

- 1) Relief from urban closeness as the village of Watervliet expands.
- 2) Biological integrity of other land in the vicinity has been subdivided and modified by intense urbanization, and the trend is expected to continue.
- 3) There is a reasonable possibility that the Conservancy may acquire other valuable property rights on additional nearby or adjacent properties to expand the Conservation Values preserved by this Conservation Easement.
- 4) The Property is located within Watervliet Township, an area that has grown rapidly with residential development over the past century, especially around Paw Paw Lake, a trend that is expected to continue.
- 5) The Property is desirable for residential development because of its size, nearly complete ownership of Sherwood Lake, location in the Paw Paw Lake area, and incredible scenic vistas and high quality natural areas; and in the absence of this Conservation Easement the Property could be developed in a manner that would destroy the Conservation Values.

C. 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:

PUBLIC LAW

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.”

- 1) 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.*;
- 2) Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.35501 *et seq.*; (Legislative Findings § 324.35502);
- 3) Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Act - MCL §§ 324.30301 *et seq.*; (Legislative Findings MCL § 324.30302);
- 4) Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, aka “Section 404” Clean Water Act.);
- 5) Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.30101 *et seq.*;
- 6) Great Lakes Submerged Lands, Part 325 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.32501 *et seq.*;
- 7) Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.36101 *et seq.*;
- 8) 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); and
- 9) The 2006 Michigan Department of Environmental Quality-funded Paw Paw River Management Plan, identifies this Property as a “highest-priority” parcel for conservation based upon its significance toward the overall protection of water quality and quantity in the Paw Paw River Watershed.

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”, which is incorporated herein by reference, consists of maps, a depiction of existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features, and photographs. The parties acknowledge that the Baseline Documentation Report is an accurate representation of the Property at the time of this donation. The Conservancy may use the Baseline Documentation Report in enforcing the provisions of this Conservation Easement but is not limited to the use of the Baseline Documentation Report to show a change in conditions. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

4. **PROHIBITED ACTIONS.** Any activity on, or use of, the Property that is inconsistent with the Purposes or that 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. **Subdivision.** The legal or defacto subdivision of the Property, including any subdivision, short subdivision, platting, binding site plan, testamentary division, creation of a site condominium or other submission of the Property to a condominium form of ownership, or other process by which the Property is divided into lots or in which title to different portions of Property are held by different owners is prohibited.
 - B. **Commercial Activities.** Any commercial activity on the Property is prohibited, except for de minimis commercial recreational activity as such term is referenced in Internal Revenue Code Section 2031(c)(8)(B).
 - C. **Industrial Activities.** Any industrial activity on the Property is prohibited.
 - D. **Construction.** The placement or construction of any human-made modifications, including structures, buildings, fences, roads, and parking lots is prohibited except as provided for under **Paragraph 5**.
 - E. **Cutting Vegetation.** Any alteration of trees or vegetation, including pruning or trimming, is prohibited, except for the cutting or removal of trees or vegetation that are (i) a threat to human life or property, or (ii) generally accepted as diseased or invasive species by conservation professionals and as provided for under **Paragraph 5**.
 - F. **Alteration of Land.** The alteration of the surface of the land, including the excavation or removal of soil, sand, gravel, rock, peat, or sod is prohibited except as provided for under **Paragraph 5**.
 - G. **Mining and Oil and Gas Extraction.** The Owner retains the right to extract oil, gas, hydrocarbons, or petroleum from the Property for commercial purposes as described in **Paragraph 5** 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.
 - H. **Dumping.** Processing, storage, dumping, or disposal of liquid, solid, natural or

man-made waste, refuse, or debris on the Property is prohibited.

- I. **Water Courses, Ground Water.** Natural water courses, lakes, wetlands, or other bodies of water may not be altered and water from ground or surface sources may not be diverted except as provided for under **Paragraph 5**.
 - J. **Off-Road Recreational Vehicles.** Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles may not be operated off of designated roads on the Property except as provided for under **Paragraph 5**.
 - K. **Livestock.** Raising or housing of livestock, poultry or horses, commercial kenneling of animals and commercial aquaculture is prohibited on the Property except as provided for under **Paragraph 5**.
 - L. **Signs and Billboards.** Billboards are prohibited. Permanent signs are prohibited, except the following signs may be displayed for the following purposes and any other purposes that are consistent with the Permitted Uses under **Paragraph 5**:
 - 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.
 - To warn or deal with matters of property boundaries, health, safety, and welfare.
 - To include signage required by law or other rules or regulations.
5. **PERMITTED USES.** The Owner retains all ownership rights that are not expressly restricted by this Conservation Easement. In particular, 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 Add, Maintain, Renovate, and Replace Designated Structures and Uses in the Building Envelope.** The Owner retains the right to add, maintain, renovate, and replace the structures, in the **Building Envelope (BE)** described below and as noted on the **Baseline Documentation Map**.
 - 1) The Owner retains the right to add, maintain, renovate, and replace one residential structure and one or more ancillary outbuildings and storage structures, including but not limited to camp structures, garages, barns, storage

buildings, or greenhouses.

Any expansion or construction of new structures, or renovation or expansion or replacement of existing structures shall not result in an aggregate impervious land surface area of more than 5,000 square feet land surface area. At the time of the conveyance of the Conservation Easement, the land surface area of all the existing structures on the Property in the **BE** is approximately zero (0) square feet. The impervious land surface area of all future expansions and additional construction shall not exceed 5,000 square feet land surface area. Thus, the aggregate impervious land surface area of all structures, both existing and future, shall never exceed 5,000 square feet land surface area within the **BE**.

The **Building Envelope** is more specifically described as the following:

Commencing at the North Quarter Post of Section 13, thence South 0 degrees 0 minutes 0 seconds East 701.7 feet to the place of beginning; thence South 0 degrees 0 minutes 0 seconds East 609.3 feet, thence South 90 degrees 0 minutes 0 seconds West 590.9 feet, thence North 0 degrees 0 minutes 0 seconds East 609.3 feet, thence North 90 degrees 0 minutes 0 seconds East 590.9 feet.

The Building Envelope encompasses approximately 9.46 acres.

The Owner retains the right to access the **BE** via one (1) driveway. The driveway will provide access to **BE** via the public roadway known as Dwight Boyer Road and may be improved and widened. The driveway and corresponding right-of-way may not exceed 25 feet in width. The driveway and parking area are not included in the impervious square feet of land surface area limit mentioned above and must be less than 25 feet in width with only a minimal amount of paved area for parking.

To define the corners of the **BE** the Owner permits the Conservancy to install small permanent concrete or metal rod markers. The Owner shall not cover remove or otherwise damage, disturb, or destroy these markers.

Also, the Owner retains the right to provide for utilities to serve the outbuildings within the **BE**. These utilities include, but are not limited to, electricity, water, onsite wells, and septic and sewer services. These utilities can be located either above ground, or below ground and whenever possible will be located within the right-of-way of the driveway, provided the activity does not substantially alter the landscape or adversely impact the Conservation Values of the Property.

Prior to adding any new structure and prior to renovating or replacing any structure or making a significant change to the driveway, the Owner will provide a written plan to the Conservancy for the Conservancy's review and written approval under the provisions set forth in the Conservation Easement, specifically

in **Paragraph 8**. The purpose of the Conservancy's review of the written plan is to make sure the proposed activity is consistent with the terms of this Conservation Easement. So long as the written plan is consistent with the terms of this Conservation Easement, the Conservancy shall approve the written plan.

- C. **Right to Maintain, Replace and Expand Designated Structures outside of the Building Envelope.** The Owner retains the right to maintain, replace and expand the existing storage shed within the **Beach Area** as identified on the **Baseline Documentation Map** near the shore of **Sherwood Lake**. Any renovation, expansion or replacement of the existing structure must be executed in substantially the same location and shall not substantially alter the character or function of the structure and shall not result in an aggregate impervious land surface area of more than 500 square feet land surface area. At the time of the conveyance of the Conservation Easement, the land surface area of the existing structure on the Property outside of the **BE** is approximately 300 square feet. The impervious land surface area of all future expansions and additional construction in the same location shall not exceed 200 square feet land surface area and shall not alter the character or function of the existing storage shed. Thus, the aggregate impervious land surface area of the structure shall never exceed 500 square feet land surface area.

Prior to expanding, renovating or replacing the structure or making a significant change, the Owner will provide a written plan to the Conservancy for the Conservancy's review and written approval under the provisions set forth in the Conservation Easement, specifically in **Paragraph 8**. The purpose of the Conservancy's review of the written plan is to make sure the proposed activity is consistent with the terms of this Conservation Easement. So long as the written plan is consistent with the terms of this Conservation Easement, the Conservancy shall approve the written plan.

- D. **Right to Add and Maintain Trails and Elevated Walking Platforms.** The Owner retains the right to 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 impact the Conservation Values of the Property.

The Owner also retains the right to add additional trails and elevated walking platforms. Prior to adding any new trail or walking platform, the Owner will notify the Conservancy in writing for the Conservancy's review and written approval under the provisions of **Paragraph 8**. The addition of any new trails or elevated walking platforms may not substantially alter the landscape of the Property nor shall it adversely impact the Conservation Values of the Property. Any additional trails or elevated walking platforms shall be designed in a manner that protects the Conservation Values to the greatest extent reasonably possible.

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

The **Ecological Restoration Plan** shall be provided to the Conservancy for the Conservancy's review and written 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 written 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.

- G. **Right to Maintain Agricultural and Open Space Activities/Uses.** The Owner retains the right to maintain agricultural operations on the Property. Agricultural and Open Space use is permitted in areas designated as AG on the **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, including but not limited to fruits, nuts, vegetables, mushrooms, Christmas trees, timber trees, and grains and feed crops, the pasturing 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.
2. “**Open Spaces Use**” 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 Uses does not include the use of the Property as a commercial feedlot, or a confined or concentrated animal feeding operation (“CAFO”).

The Owner additionally retains the right to have horses or barnyard animals. Grazing is permitted in areas designated **BE** or **AG** on the **Baseline Documentation Map**. The right to use the property for animals under this paragraph (including the number of animals on the Property) shall be done in a way that does not adversely impact the Conservation Values of the Property and also shall be consistent with the following:

4. For the purposes of shelter and general care, the **BE**, as identified on the **Baseline Documentation Map** should be used for the stabling of horses, livestock and barnyard animals. Pasturing of animals must occur within the areas designated as **BE** or **AG** on the **Baseline Documentation Map**.
5. In order to protect the Conservation Values of the Property the Owner must i) erect and maintain fencing and enclosures adequate to prevent horses and barnyard animals from entering areas designated as **Natural Area (NA)** on the **Baseline Documentation Map** with exception for equestrian riding on designated trails outside of **Designated Wetlands**,

and ii) maintain a protective vegetative buffer strip on the **AG** side of all fencing adjacent to the area designated as **NA** on the **Baseline Documentation Map** to effectively filter nutrients.

- H. **Right to Maintain the Agriculture Area as Non-agricultural Open Fields.** If the Owner, wishes to manage the area designated as **AG** on the **Baseline Documentation Map** 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 areas designated as **AG** on the **Baseline Documentation Map**, regardless of whether any such trees were planted or encroached into 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, grasses and plants native to Michigan are encouraged.
- I. **Right to Hunt and Fish.** 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.
- J. **Right to Construct and Maintain Hunting Blinds, Viewing Platforms and Tree Stands.** The Owner retains the right to construct and place blinds on the Property for the purpose of hunting and viewing wildlife. Blinds and viewing platforms 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 materials that common or standard for these devices.
- K. **Right to Noncommercial Fruit, Berry and Mushroom Picking.** The Owner and clients of the camp and retreat center retain the right to noncommercial fruit, berry and mushroom picking provided such activities do not adversely impact the Conservation Values on the Property.
- L. **Right to Equestrian Riding.** The Owner retains the right to equestrian riding in the **BE** and **AG** areas and on established two tracks and foot trails in the **NA** outside of **Designated Wetlands** as referred to on the **Baseline Documentation Map**, provided such activities do not adversely impact the Conservation Values of the Property.
- M. **Right to Maintain Natural Area.** Cutting down or otherwise destroying or removing trees or other vegetation whether living or dead is prohibited in areas designated as **NA** 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. Also except for the removal of dead and downed trees for firewood for the Owners personal use, including for camp and retreat center activities, provided that such harvest does not exceed ten (10) full cords of wood in any one (1) calendar year.

- N. **Right to Exploit Subsurface Mineral Resources.** The Owner retains the right to extract oil, gas, hydrocarbons, or petroleum for commercial purposes 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. Any construction or placement of any structures, including pipelines, on, over or across the Property is prohibited. Under no circumstances are surface mining methods allowed.

Prior to engaging in a non-development lease, the Owner will provide a draft of said lease to the Conservancy for the Conservancy's review and written approval under the provisions set forth in the Conservation Easement, specifically in **Paragraph 8**. The purpose of the Conservancy's review of the written plan is to make sure the proposed activity is consistent with the terms of this Conservation Easement. Approval from the Conservancy shall not be unreasonably withheld so long as the written plan is consistent with the terms of this Conservation Easement and does not adversely impact the Conservation Values.

Extraction of non-hydrocarbon or petroleum minerals, such as, sand, gravel, rock or peat, is prohibited.

- O. **Right to Establish, Maintain, Renovate, and Replace Wind Generation Infrastructure.** The Owner also retains the right to establish, maintain, renovate, and replace one (1) wind turbine for the purpose of energy generation. The wind turbine shall not exceed eighty (80) feet in height and shall be located within the **BE** or **AG** area on the **Baseline Documentation Map**. Prior to adding or replacing any wind generation infrastructure, Owner will provide a written plan to the Conservancy for the Conservancy's review and written approval under the provisions set forth in the Conservation Easement, specifically in **Paragraph 8**. The purpose of the Conservancy's review of the written plan is to make sure the proposed activity is consistent with the terms of this Conservation Easement. So long as the written plan is consistent with the terms of this Conservation Easement, the Conservancy shall approve the written plan.

Additional wind turbines exceeding eighty (80) feet in height are permitted subject to prior approval of the Conservancy, as described in **Paragraph 8**. The Conservancy may approve or deny the request based upon the proposed impact to

conservation values.

- P. **Right to Manage Sherwood Lake.** The Owner retains the right to maintain the identified **Beach Area on Sherwood Lake** as identified on the **Baseline Documentation Map** and manage **Sherwood Lake** 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** prepared by a qualified natural resource professional approved in advance by the Conservancy.

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

The **Management Plan** shall be provided to the Conservancy for the Conservancy's review and written 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 written 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.

- Q. **Right to Construct and Maintain Docks.** The Owner retains the right to maintain the existing **Dock** and add one (1) dock for use on the shore of **Sherwood Lake** as identified on the **Baseline Documentation Map** provided the activities comply with Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code, MCL 324.30301 et seq. and Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Code, MCL 324.30101 et seq. or successor provisions then applicable. In order to preserve the scenic beauty of the Property and protect the Conservation Values of the Property, the docks may not serve as a marina which is defined as a boat basin that has docks, moorings, supplies, and other facilities for small boats. For purposes of this Conservation Easement, a dock will not be considered a marina if it is used to tie up canoes, paddleboats, and rowboats for use of the Owner and camp and retreat center clients, so long as such use does not rise to the level of being considered a "marina" under Part 301. Prior to beginning the construction, significant repair, or replacement of a dock, the Owner will provide a written plan to the Conservancy for the Conservancy's review and approval under the

provisions of **Paragraph 8**. Such approval shall not be unreasonably withheld.

- R. **Recreational Activity.** The Owner may continue to allow clients of the camp and retreat center to use the property for recreational uses, including hiking, horseback riding as permitted in **Paragraph 5**, cross-country skiing, bicycling, playing field sports in the **AG** and **BE** areas as identified on the **Baseline Documentation Map**, swimming, fishing, camping in temporary structures placed in the **Agricultural Area**, and use of canoes, paddleboats, and other non-motorized boats on **Sherwood Lake**, so long as the activities do not violate the restriction on commercial recreation activity in **Paragraph 4B** and do not adversely impact the Conservation Values.

6. **RIGHTS OF THE CONSERVANCY.** The Owner conveys 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 Property and to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. Notwithstanding the foregoing, the Conservancy may not unreasonably interfere with the Owner's use and quiet enjoyment of the Property or 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 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 which are damaged by any activity inconsistent with this Conservation Easement.
- D. **Signs.** The Conservancy has the right to place signs on the Property which identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Owner's approval.

7. **CONSERVANCY'S REMEDIES.**

- A. **Delay in Enforcement.** A delay in enforcement shall not be construed as a waiver of, or otherwise a bar to, the Conservancy's right to enforce the terms of this Conservation Easement.
- B. **Third Party Violations.** Notwithstanding the Owner's obligations under this Conservation Easement and the Conservancy's right to require restoration of the

Property, the Conservancy shall have the following rights for acts or occurrences at the Property beyond the direct or indirect control of the Owner:

- 1) The Conservancy may not bring an action against the Owner for modifications to the Property or damage to the Property or its Conservation Values resulting from natural causes beyond the Owner's control, including natural disasters, unintentional fires, floods, storms, natural earth movement or other acts of God that impair the Conservation Values.
- 2) The Owner shall be responsible for modifications or damage to the Property that impair or damage the Conservation Values of the Property and result from the acts of third parties whose use of, or presence on, the Property is authorized by the Owner. Owner shall perform such restoration pursuant to and in accordance with a restoration plan prepared by a competent professional selected by the Owner and approved by the Conservancy. The contents of the restoration plan shall be subject to the prior written approval of the Conservancy.
- 3) In the event of an unauthorized third-party violation of the Conservation Values on the Property, the Conservancy shall not seek restoration or exercise remedies available to it if and so long as the Owner diligently pursues all available legal remedies against the violator. In the event actions taken by unauthorized third parties impair the Conservation Values protected by this Conservation Easement, the Conservancy reserves the right, either jointly or severally, to pursue all appropriate civil and criminal penalties to compel restoration and Owner assigns any claim or right to recover against such third parties to Conservancy.

- 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. If at any time the Conservancy determines, in its sole and absolute discretion, that the violation constitutes immediate and irreparable harm, no written notice is required and 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 and attorney fees associated with the investigation, prevention,

mediation, and remediation of harm.

- D. **Failure to Act.** If, within twenty-eight (28) days after written notice, the Owner does not implement corrective measures requested by the Conservancy or fails to supply a resolution satisfactory to the Conservancy, the Conservancy may bring an action in law and/or in equity to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, as determined in the sole discretion of the Conservancy, 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 without bond or other security, 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. **Actual or Threatened Non-Compliance.** The Conservancy's rights under this **Section 7** apply 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.
- F. **Cumulative Remedies.** The preceding remedies of the Conservancy are cumulative not exclusive and shall be in addition to all other remedies. Any, or all, of the remedies may be invoked by the Conservancy if there is an actual or threatened violation of this Conservation Easement.
8. **NOTIFICATION PROVISION.** The Conservancy is entitled to sixty (60) days written notice whenever its approval is required under this Conservation Easement. The Conservancy may obtain an additional thirty (30) day period to provide its approval by notifying the Owner of its intent to extend the time within the original sixty (60) day period. If the Conservancy fails to respond within sixty (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 commenced within three (3) months and diligently pursued or not completed within three (3) years after the approval date, then the Owner must re-submit the written application to the Conservancy.

If approval or consent to any proposed action or plan of the Owner (Owner's Proposal) is required under this Easement the Conservancy's approval or consent may be in the form of a Letter of Non-Objection from the Conservancy. Provided further, any consent, approval, or Letter of Non-objection shall not: a) create any liability on behalf of the Conservancy to any person regarding the Owner's Proposal, b) create any right to deviate from the terms of this Easement or act otherwise inconsistently with the Conservation Values protected by this Easement, c) be any endorsement, representation or warranty by the Conservancy regarding the soundness, safety, design, feasibility, functionality, or other aspect of the Owner's Proposal, d) create any precedent or other right to use of the Property in a manner inconsistent with the terms of this Easement, or e) create any bar to the Conservancy's right to enforce the terms of this Easement.

9. **SUBORDINATION.** Owner represents and warrants that as of the date of execution and recording of this Conservation Easement, the Property is not subject to any mortgage, lien, claim or interest which has not been subordinated to this Conservation Easement. Any mortgage, lien, claim or interest in the Property arising after the date of recording this Conservation Easement shall be subject and subordinate to the terms of this Conservation Easement.

10. **CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.**

- A. This Conservation Easement is an interest in real property 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 supported, non-profit 501(c)(3) organization and all as defined by the applicable provisions of the Internal Revenue Code.

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's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act. The Conservancy, its members, trustees or directors, officers, employees, and managers 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, indemnify and hold harmless the Conservancy against such claims arising during the term of the Owner's ownership of 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.

12. **HAZARDOUS MATERIALS.** Owner represents, warrants and agrees Owner has no actual or constructive knowledge of, and shall not permit the presence, release or storage of, any hazardous substances or hazardous wastes upon the Property. [Hazardous substances and materials shall include reference to any chemicals, materials, petroleum products, agricultural wastes, in such form quantity or quality that is subject to regulation as hazardous or toxic under applicable, federal, state or local laws, regulations or otherwise and any material or substance that is know to, or may have adverse, harmful, or detrimental affects on human or animal health or the environment.] Owner shall defend, indemnify, and hold harmless the Conservancy from and against any claims arising out of any violation of this provision.
13. **REGULATORY AUTHORITY.** The Owner is solely responsible for obtaining any applicable permit or authorization or otherwise ensuring that any proposed use, building, construction, design, location, or other specification related to the Property meets applicable local, state, and federal zoning, requirement, regulation, rule, policy, or standard. In accepting this Conservation Easement, or in reviewing and/or approving any use, building, construction, design, location, or any other specification related to the Property or the use or development of the Property, the Conservancy makes no warranty that the proposed use, building, construction, design, location, or other specification or activity meets any local, state, or federal zoning, requirement, regulation, rule, policy, or standard and assumes no responsibility and be subject to no liability for the same.
14. **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 which 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 any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.
15. **ASSIGNMENT.** Without notice to or consent of the Owner the Conservancy may assign its rights and obligations under this Conservation Easement only to an organization that, at the time of the assignment, is a "qualified conservation organization" under Section 170(h) of the Code of 1986, as amended. The Conservancy shall require as a condition of assignment that the assignee assume all obligations under this

Conservation Easement.

16. **TERMINATION.** This Conservation Easement may be extinguished only by an A. unexpected change in condition which causes it to be impossible to fulfill the Purposes, or B. by exercise of eminent domain.
- A. **Unexpected Change in Conditions.** If subsequent circumstances render the Purposes 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 Internal Revenue Code Treasury Regulations Section 1.170A-14(g)(6)(ii). Notwithstanding the foregoing, the Owner and Conservancy intend that this Conservation Easement not be subject to the legal doctrine of “changed conditions” that is applied to traditional servitudes. In making this grant, Donors have considered the possibility that uses prohibited by the terms of this easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of the Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of Owner that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment 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.
17. **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 Protection Act MCL 324.2140 *et seq.*
18. **AMENDMENT.** Owner and Conservancy may jointly amend this Conservation Easement; provided that (i) such amendment shall be approved by the Conservancy in its sole and absolute discretion, (ii) no amendment shall be allowed that shall affect the qualification of this Conservation Easement or the status of the Conservancy under any applicable laws, including MCL 324.2140 – 324.2144, or Section 170(h) of the Code, (iii) any amendment shall be consistent with the Purposes, (iv) shall not affect the perpetual duration of this Conservation Easement, (v) shall be allowed to add real property to the legal description and, therefore, preserve additional land, and (vi) shall be allowed to correct clerical errors in the recorded document, such as an inaccuracy in a

legal description. Any such amendment shall be in writing and recorded in the official records of Kalamazoo County, Michigan, and any other jurisdiction in which such recording is required.

19. **NOTICES.** For purposes of this Conservation Easement, required written notices shall be sufficient if provided by either party to the other party by personal delivery or by First Class mail 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.
20. **SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
21. **SUCCESSORS.** This Conservation Easement is binding upon, and inures to the benefit of, the 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 Owner/Donor.
22. **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 or accruing prior to transfer will survive the transfer.
23. **MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan Law.
24. **ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
25. **CONSTRUCTION.** All Parties have reviewed this Agreement. Neither of the parties shall be deemed draftsman of this Agreement or any part thereof, each having had the benefit of counsel of the party's own choosing in negotiating its terms. Should any provision in the Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply a presumption that such provision shall be more strictly construed against the party who drafted such provision.
26. **EXHIBITS.** This Conservation Easement includes, and incorporates the following Exhibits:
 - A. Legal Description for Conservation Easement
 - B. Baseline Documentation Map

CERTIFICATION

DONOR/OWNER:

Ronora Lodge & Retreat Center LLC

Durward J. Gehring a/k/a James Gehring a/k/a Jim Gehring, Manager of Ronora Lodge & Retreat Center LLC
Its: Owner

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

Acknowledged before me on this 30th day of November, of 2011, by Durward J. Gehring a/k/a James Gehring a/k/a Jim Gehring, a single man.

SARA E. FRASZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES Apr 9, 2013
ACTING IN COUNTY OF Kalamazoo

Notary Public [Signature]
_____ County, Michigan
Acting in _____ County
My commission expires: _____

DONEE/SOUTHWEST MICHIGAN LAND CONSERVANCY:

[Signature]
Peter D. Ter Louw
Its: Executive Director

STATE OF MICHIGAN)
)ss.
COUNTY OF Kalamazoo)

Acknowledged before me on this 30th day of November, of 2011, by Peter D. Ter Louw, known to me to be the Executive Director of the Southwest Michigan Land Conservancy.

SARA E. FRASZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES Apr 9, 2013
ACTING IN COUNTY OF _____

Notary Public [Signature]
_____ County, Michigan
Acting in _____ County
My commission expires: _____

SEND TAX BILL TO:
Owner

PREPARED BY AND AFTER RECORDING SEND TO:
Geoffrey Cripe
Land Protection Specialist
Southwest Michigan Land Conservancy
6851 S. Sprinkle Road
Portage, MI 4900

Exhibit A.

That part of the South Half of Section 12, Town 3 South, Range 17 West and part of the East Half of the Southeast Quarter of Section 11, Town 3 South, Range 17 West, described as follows: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.98 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01 minute 14 seconds East of the Southwest Corner of Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence North 01 degree 50 minutes 52 seconds East 233.06 feet; thence North 89 degrees 58 minutes 46 seconds West 234 feet to meander point; thence North 54 degrees 53 minutes 39 seconds East, on meander line, 310.46 feet to meander post, including all lands between said meander line and Sherwood Drain; thence North 00 degrees 07 minutes 29 seconds West 323.8 feet; thence North 89 degrees 03 minutes 12 seconds West 1004.39 feet; thence North 00 degrees 01 minute 14 seconds East 99.87 feet; thence North 89 degrees 03 minutes 12 seconds West 200 feet to the centerline of road; thence North 03 degrees 55 minutes 35 seconds East, on said centerline, 100.32 feet; thence South 89 degrees 03 minutes 12 seconds East 2861.45 feet; thence South 00 degrees 07 minutes 29 seconds East 562.94 feet; thence South 88 degrees 15 minutes 06 seconds East 155.07 feet; thence South 00 degrees 07 minutes 29 seconds East 1339.67 feet; thence North 89 degrees 14 minutes 02 seconds West 155 feet to the place of beginning;

Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West, on the South Section line, 1541.70 feet; thence North 09 degrees 24 minutes, 30 seconds West 241.92 feet; to the place of beginning of this description; thence North 09 degrees 24 minutes 30 seconds West 709.88 feet; thence South 88 degrees 35 minutes 30 seconds West 410.30 feet; thence South 65 degrees 29 minutes 30 seconds West 276.00 feet; thence South 73 degrees 22 minutes 25 seconds West 399.25 feet to the Easterly line of M-140 Highway; thence along said Easterly line 33.13 feet around a curve to the left with a radius of 2947.00 feet and a chord that bears North 21 degrees 46 minutes 06 seconds West 33.13 feet; thence North 73 degrees 22 minutes 25 seconds East 415.16 feet; thence North 65 degrees 29 minutes 30 seconds East 276.00 feet; thence North 88 degrees 35 minutes 30 seconds East 679.23 feet; thence South 09 degrees 24 minutes 30 seconds East 510.00 feet; thence South 45 degrees 00 minutes 00 seconds West 338.18 feet to the place of beginning; and

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09

degrees 24 minutes 30 seconds West 951.8 feet to the place of beginning: Thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.08 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 feet to a point 741.3 feet North 00 degrees 01 minute 14 seconds East of the Southwest corner of said Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence South 0 degrees 0 minutes 0 seconds West approximately 40 feet to the place of beginning.

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence North 89 degrees 08 minutes 30 seconds West 1541.7 feet; thence North 09 degrees 24 minutes 30 seconds West 951.8 feet; thence South 88 degrees 35 minutes 30 seconds West 410.3 feet; thence South 65 degrees 29 minutes 30 seconds West 276 feet; thence South 73 degrees 22 minutes 25 seconds West 632.02 feet to the centerline of Watervliet Road; thence North 04 degrees 22 minutes 02 seconds East, on said centerline, 377 feet; thence South 84 degrees 44 minutes 58 seconds East 185 feet; thence South 00 degrees 01 minute 14 seconds West 260.98 feet; thence North 73 degrees 22 minutes 25 seconds East 92.58 Feet to a Point 741.3 Feet North 0 Degrees 01 minute 14 seconds East of the Southwest Corner of Section 12; thence North 73 degrees 22 minutes 25 seconds East 320.4 feet; thence North 65 degrees 29 minutes 30 seconds East 276 feet; thence North 88 degrees 35 minutes 30 seconds East 410.3 feet; thence North 01 degree 50 minutes 52 seconds East 233.06 feet; thence North 89 degrees 58 minutes 46 seconds West 234 feet to meander point; thence North 54 degrees 53 minutes 39 seconds East, on meander line, 310.46 feet to meander post, including all lands between said meander line and Sherwood Drain; thence North 00 degrees 07 minutes 29 seconds West 323.8 feet to the place of beginning: Thence, thence North 89 degrees 03 minutes 12 seconds West 1004.39 feet; thence North 00 degrees 01 minute 14 seconds East 99.87 feet; thence North 89 degrees 03 minutes 12 seconds West 200 feet to the centerline of road; thence North 03 degrees 55 minutes 35 seconds East, on said centerline, 100.32 feet; thence South 89 degrees 03 minutes 12 seconds East 1,193.8 feet; thence South 1 degree, 0 minutes and 0 seconds East approximately 196 feet to the place of beginning; and

Also Excepting Therefrom: Commencing at the South Quarter post of said Section 12; thence South 90 degrees 0 minutes 0 seconds East 155 feet; thence North 0 degrees 0 minutes 0 seconds East 650 feet; thence southwesterly 1050 feet along a curve to the left identified on the **Baseline Documentation Map** as the “**main road**” and a chord that bears South 60 degrees 0 minutes 0 seconds West 970 feet; thence South 15 degrees 0 minutes 0 seconds East 170 feet to the south section line; thence South 90 degrees 0 minutes 0 seconds East approximately 645 feet to the place of beginning.

Parcel 2:

The Easterly 657.5 feet of that part of the North Half of the Northwest Quarter of Section

13, Township 3 South, Range 17 West, Watervliet Township, Berrien County, Michigan . described as follows, to-wit: Commencing at the North Quarter Post of said Section 13; thence North 89 degrees 8 minutes 30 seconds West along the North line of Said Section 2563.2 feet to Easterly line of Highway M-140; thence 1000 feet on a 2939.93 foot radial curve right a chord distance of South 2 degrees 9 minutes West 995.19 feet to a point that is parallel to and 66 feet East of the West line of said Section; thence South 00 degrees 7 minutes 23 seconds West parallel with the West line of said Section 179.67 feet to a Clear Vision Area; thence South 29 degrees 41 minutes 01 second East along said Clear Vision Area 168.97 feet to a point on the South line of the North Half of the Northwest Quarter of said Section 150.00 feet South 89 degrees 10 minutes 50 seconds East of the Southwest Corner of the North Half of the Northwest Quarter of said Section; thence South 89 degrees 10 minutes 50 seconds East along said South line 2508.2 feet to the Southeast Corner of the North Half of the Northwest Quarter of said Section; thence North 00 degrees 23 minutes 30 seconds East 1318.4 feet along the North and South Quarter line of said section to the place of beginning,

Excepting therefrom: Commencing at the North Quarter Post of Section 13, thence South 0 degrees 0 minutes 0 seconds West 50 feet, thence South 90 degrees 0 minutes 0 seconds West 627.9 feet, thence North 0 degrees 0 minutes 0 seconds East 50 feet, thence North 90 degrees 0 minutes 0 seconds East 627.9 feet.

Altogether encompassing approximately 84 acres.

Exhibit B.

