

STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 2 day of June AD, 2016, by and between **Boersen Farms Properties LLC** 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 **Van Buren**, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

The S 1/2 of SW 1/4 of Section 20, EXCEPT the N 366 ft of the E 150 ft of Section 20, T3S, R14W, Paw Paw Township, VanBuren County, Michigan.

MDar 2

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in the Van Buren County Register of Deeds Office in Liber 1527, page(s) 13, on December 01, 2009.

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 36111(2)(b), 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 Paw Paw Township Board
7. The term of this Agreement shall be for forty-four (44) years, commencing on the 1<sup>st</sup> day of January, 1981, and ending on the 31<sup>st</sup> day of December, 2024.
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)   
Dennis Boersen, Mbr, Boersen Farms Properties LLC

(X)   
Ross Boersen, Mbr, Boersen Farms Properties LLC

(X) \_\_\_\_\_  
6241 Ransom Street  
Zeeland MI 49464

(X) \_\_\_\_\_  
80-24270-123124 81^TRANS/EXT  
ljo

Parcel # 80-14-020-013-01

Prepared by and Return to:  
James A. Johnson, Director  
MDARD - ESD  
PO BOX 30449  
LANSING MI 48909-7949

STATE OF MICHIGAN

COUNTY OF Ottawa

On this 2nd day of June AD 2016, before me, a Notary Public, personally appeared **Dennis Boersen, Mbr, Boersen Farms Properties LLC** 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: 1-15-2020

(x) Lisa Robinson  
Ottawa County, MI acting in Ottawa County, MI Notary Public

STATE OF MICHIGAN

COUNTY OF Ottawa

On this 2nd day of June AD 2016, before me, a Notary Public, personally appeared **Ross Boersen, Mbr, Boersen Farms Properties LLC** 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: 1-15-2020

(x) Lisa Robinson  
Ottawa County, MI acting in Ottawa County, MI Notary Public

STATE OF MICHIGAN

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) \_\_\_\_\_  
\_\_\_\_\_, MI acting in \_\_\_\_\_ County, MI Notary Public

My Commission Expires: \_\_\_\_\_

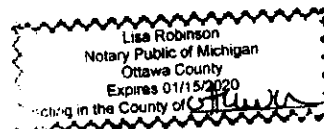
STATE OF MICHIGAN

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) \_\_\_\_\_  
\_\_\_\_\_, MI acting in \_\_\_\_\_ County, MI Notary Public

My Commission Expires: \_\_\_\_\_



**L: 1638 P: 188 FLA**

07/05/2016 11:08:43 AM Page: 2 of 2 Fee: \$ 17.00  
LR-3319530 Register of Deeds - Van Buren County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

State of Michigan  
Department of Agriculture and Rural Development

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

STATE OF MICHIGAN  
COUNTY OF INGHAM

On this day of JUN 27 2016 AD, 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.

Lexava L. Smith  
Lexava L. Smith, Notary Public  
Eaton County acting in Ingham County, Michigan  
My Commission Expires: April 17, 2019