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1/14/2016 8:43:00 AM

2016-001837

DERRICK QUINNEY

INGHAM COUNTY MICHIGAN

REGISTER OF DEEDS

RECORDED ON:

01/19/2016 9:28 AM

PAGES: 2

STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 30th day of December AD, 2015, by and between DJO Bunker Hill 1 LLC at 2061 Tomlinson Road Mason MI 48854 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 Ingham, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

The W 1/2 of the SE 1/4 of Section 32, T1N R1E, EXC comm at the E 1/4 cor of Sec 32, T1N R1E, Michigan Meridian, th S 89deg52'31" W, alg the N Sec ln, 1322.99 ft to the POB, th S 00deg05'57" W alg the E ln of the W 1/2 of the SE 1/4 of sd Sec, 400.00 ft, th S 89deg52'31" W, 377.00 ft, th N 00deg05'57" E, 400.00 ft, th N 89deg52'31" E, alg the N Sec ln, 377.00 ft to the POB. All land described located in Section 32, T1N R1E, Bunker Hill Township, Ingham County, Michigan. (77)

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 Bunker Hill Township Board
7. The term of this Agreement shall be for thirty (30) years, commencing on the 1st day of January, 2014, and ending on the 31st day of December, 2043.
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) [Signature]
Jeffrey R Oesterle, Mbr, DJO Bunker Hill 1 LLC

(X) [Signature]
Dawn Oesterle, Mbr, DJO Bunker Hill 1 LLC

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

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

AGREEMENT# 33-67252-123143
2014AGREEMENT ljo

Prepared by and Return to:  
James A. Johnson, Director  
Environmental Stewardship Division  
Michigan Department of Agriculture & Rural Development  
P O Box 30449  
Lansing MI 48909-7949

STATE OF MICHIGAN

COUNTY OF Ingham

On this 30<sup>th</sup> day of December AD 2015, before me, a Notary Public, personally appeared **Jeffrey R Oesterle, Mbr, DJO Bunker Hill I 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.

(x) Larry J Sheridan  
Larry J Sheridan Notary Public  
Ingham County, MI acting in Ingham County, MI

My Commission Expires: 03/04/2019

STATE OF MICHIGAN

COUNTY OF Ingham

On this 30<sup>th</sup> day of December AD 2015, before me, a Notary Public, personally appeared **Dawn Oesterle, Mbr, DJO Bunker Hill I 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.

(x) Larry J Sheridan  
Larry J Sheridan Notary Public  
Ingham County, MI acting in Ingham County, MI

My Commission Expires: 03/04/2019

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

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

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

SPACE BELOW FOR DEPARTMENT USE ONLY

State of Michigan  
Department of Agriculture and Rural Development

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

STATE OF MICHIGAN  
COUNTY OF INGHAM

On this JAN 08 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, Michigan acting in Ingham County, Michigan  
My Commission Expires: April 17, 2019



8 0 7 7 6 1 6

Tx:4045597

12/28/2012 1:05:00 PM

2013-000938

CURTIS HERTEL JR  
INGHAM COUNTY MICHIGAN

REGISTER OF DEEDS

RECORDED ON:

01/07/2013 2:50 PM

PAGES: 1

Michigan Department of Treasury  
3876 (Rev. 3-10)

This form is issued under authority of P.A. 280 of 2000 and P.A. 378 of 2008. Filing is mandatory.

### Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

**INSTRUCTIONS:** This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property <u>302 Vicary</u>		2. County <u>Ingham</u>	
3. City/Township/Village Where Real Estate is Located <u>Bunkerhill</u>		<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	
4. Name of Property Owner(s) (Print or Type) <u>DJO Bunkerhill I LLC</u>		5. Property ID Number (from Tax Bill or Assessment Notice) <u>33-15-15-32-400-001</u>	
6. Legal Description (Legal description is required; attach additional sheets, if necessary) <u>The West 1/2 of the Southeast 1/4 of section 32, T1N, R1E</u>		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program)	
8. Daytime Telephone Number		9. E-mail Address	

#### CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge and further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed Jeffrey R. Oesterle  
Name (Print or Type) Jeffrey R. Oesterle  
Title Managers of DJO I LLC

Sawn Marie Oesterle  
Name (Print or Type) Sawn Marie Oesterle

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of MICHIGAN

County of INGHAM

Acknowledged before me this 20th  
day of December 2012

By DJO Bunkerhill I LLC by Jeffrey R. Oesterle

Notary Signature Richard Hicks

Name of Notary (Print or Type) Richard Hicks

Notary Public, State of Michigan,

County of Eaton

My commission expires: 3-26-2014

Acting in the County of Ingham

Drafter's Name Jeffrey R. Oesterle

Drafter's Address 2061 Tomlinson Rd

Mason, MI 48854

#### LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property?  Yes  No  N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property? \_\_\_\_\_

Assessor's Signature	Date
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33-12275188-ELN