



UNIT 10326 PAGE 689

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Prepared by Farmland and Open Space Preservation Unit
Land and Water Management Division
Department of Natural Resources
Box 0025
Lansing, Michigan 48906

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FARMLAND DEVELOPMENT RIGHTS AGREEMENT
(004 2A 11)

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED this 19th day of January AD 1988, by and between David J. Field, a single man, hereinafter referred to as the "Owner" and the Department of Natural Resources for and on behalf of the State of Michigan.

WITNESSETH

WHEREAS, the Owner owns real property in the County of Oakland hereinafter referred to as the "Subject Property," which is described as follows:

The S 1/2 of the N 1/2 of SW 1/4 of Section 19, T4N, R8E Springfield Township; ALSO the SW 1/4 of SE 1/4 of Section 19; ALSO the S 1/2 of NW 1/4 of SE 1/4 of Section 19; ALSO the S 1/2 of SW 1/4 of Section 19; ALSO the S 60 acres of E 1/2 of SE 1/4 of Section 24, T4N, R7E, Rose Township; all above described land located in Sections 19 & 24, T4N, R8E-7E, Springfield Township & Rose Township, Oakland County, Michigan.

07-19-300-011-SW 1/4 Sec 19
401-007 SE 1/4 Sec 19 Springfield

#(3)

06-24-400-004 SE 1/4 Sec 24 Rose TWP

WHEREAS Subject Property is now devoted to agricultural uses and uses compatible thereto, and WHEREAS, the Owner and the 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, esthetic 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 the Michigan Farmland and Open Space Preservation Act of 1974 as amended (Act No. 116 of the Public Acts of 1974, being Sections 554.201 to 554.219 of the Michigan Compiled Laws).

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

- This Agreement is made and entered into pursuant to the provisions of the Michigan Farmland and Open Space Preservation Act of 1974 and all of the provisions of said Act are incorporated herein by reference and made a part hereof.
- A structure shall not be built on the Subject Property except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
- 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.
- Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
- (Mineral Rights) The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Natural Resources 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 Natural Resources, and the Springfield Township Board.
- Any other conditions and restriction on the land as agreed to by the parties that is deemed necessary to preserve the land or appropriate portions of it as farmland (Negotiable).
This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 6958, Pages 498 & 499 in the Oakland County Register of Deeds Office at 8:51 a.m. on July 19, 1977.

The term of this Agreement shall be for twenty (20) years, commencing on the 1st day of January, 1977, and ending on the 31st day of December 1996

This Agreement may be terminated subject to the same provisions and with like penalties as set forth in the Michigan Farmland and Open Space Preservation Act of 1974 for the termination of said Agreements.

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 rollback and/or penalty provisions provided by law.

This Agreement shall constitute a covenant running with the land and shall be binding upon and issues to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written

David H. Field
David H. Field SS

deceased
Marie A. Field SS

Dica

STATE OF MICHIGAN

COUNTY OF Oakland

On this 19th day of January A.D. 1988 before me a Notary Public, personally appeared David P. Field to me known to be the same person who executed the foregoing agreement and acknowledged the same to be his own free act and deed.

(X) *Nancy L. Howarth*
 Nancy L. Howarth
 Oakland Notary Public
 County, Michigan

My Commission Expires 2/19/90
 Signed in the presence of

(X) *Alyce K. Howarth*
 Alyce K. Howarth (Please type or print names of witnesses beneath signatures)

(X) *Nancy L. Howarth*
 Nancy L. Howarth

STATE OF MICHIGAN

COUNTY OF

On this _____ day of _____, A.D. 19____, before me, a Notary Public, personally appeared the same to be _____ to me known to be the same person who executed the foregoing agreement and acknowledged own free act and deed.

(X)

My Commission Expires _____
 Signed in the presence of

Notary Public
 County, Michigan

(X)

(X)

(Please type or print names of witnesses beneath signatures)

*****SPACE BELOW FOR DEPARTMENT USE ONLY*****

DEPARTMENT OF NATURAL RESOURCES
 STATE OF MICHIGAN

By

Dennis J. Hall

Dennis J. Hall

STATE OF MICHIGAN

COUNTY OF INGHAM

On this 12th day of February, A.D. 1988, before me, a Notary Public in and for said County personally appeared Dennis J. Hall, 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 and deed of the Department of Natural Resources for the State of Michigan in whose behalf he acts.

Dennis A. Conway
 Dennis A. Conway, Notary Public

My Commission Expires March 25, 1991

Signed in presence of *Dennis A. Conway*
 Dennis A. Conway,

Eaton County, Acting in Ingham County, Michigan

David R. Fingel
 David R. Fingel