

MENOMINEE COUNTY PLANNING COMMISSION

S904 U.S. Highway 41, Stephenson, MI 49887
(906) 753-2209 or 1-888-678-3464 Ext. 63666

AGENDA

**Thursday
January 21, 2010
6:00 p.m. CDT**

REORGANIZATIONAL MEETING

- A. Call to order
- B. Pledge of Allegiance
- C. Roll Call
- D. Public Comment *(statements, not debate, limited to five minutes per person on agenda items only)*
- E. Approval of the Agenda
- F. Action Items

- a. Election of Officers: Secretary requests nominations for Chairperson:

Nominated for Chairperson: _____

Motion Made by: _____ *Seconded:* _____

- b. Chairperson requests nominations for Vice-Chairperson and Secretary Positions:

Nominated for Vice-Chairperson: _____

Motion Made by: _____ *Seconded:* _____

Nominated for Secretary: _____

Motion Made by: _____ *Seconded:* _____

- G. Public Participation/Comment
- H. Motion to Adjourn

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AGENDA

Thursday, January 21, 2010

Menominee County Annex

Meeting to follow the Reorganizational Meeting

6:15 PM CDT (approximately)

- A. Call to order
- B. Pledge of Allegiance
- C. Roll Call
- D. Public Comment *(statements, not debate, limited to five minutes per person on agenda items only)*
- E. Approval of the Agenda

Motion: _____ *Seconded:* _____

- F. Approval of Previous Minutes:

Motion: _____ *Seconded:* _____

- G. Old Business:

- a. 1975 Planning Commission Ordinance
- b. 2008 Planning Commission Ordinance

- H. New Business:

- a. Review of Farmland Development Rights Agreements

- 1. Richard G. Menza
- 2. Michael E. Linder
- 3. John R. and Karen Ann Strohl
- 4. Gary J. Rasmussen

- b. Relinquishment of Farmland Development Rights Agreements

- 1. Richard A. and Patricia A. Lesperance

- c. Discussion for revision of Menominee County Comprehensive Plan Adopted October 21, 2003

d. Next meeting date

I. Public Comment

J. Motion to Adjourn:

Motion: _____ *Seconded:* _____

**MENOMINEE COUNTY PLANNING COMMISSION
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**Menominee County Planning Commission Minutes
Friday, October 24, 2008 12:00 p.m.
Sidetrack Restaurant
Powers, Michigan 49874**

Present: Bob Meintz, Don LeBeouf, Mike Erdman, and Lillian Schultz. Absent Bill Kakuk, Cheryl Hargrove, and Jim Lynch.

Chairperson Bob Meintz called the meeting to order at 12:00 p.m.

A motion was made by Lillian to approve the agenda, seconded by Don. Motion carried unanimously.

A motion by was made by Lillian to approve minutes of the October 21, 2008 regular meeting, seconded by Don. Motion carried unanimously.

Chairperson's Report: Nothing to report at this time.

Secretary's Report: Nothing to report at this time

Public Participation/Comment/Attendees: None

Old Business: None

New Business: None

No other business or board concerns.

Motion by Don to adjourn, seconded by Lillian. Motion carried unanimously. Meeting adjourned at 12:15 p.m.

Respectively submitted,

Minutes approved,

Mike Erdman
Secretary
October 24th, 2008

Bob Meintz
Chairperson
October 24th, 2008

MENOMINEE COUNTY PLANNING COMMISSION ORDINANCE
OF FEBRUARY 11, 1974

WHEREAS, The People of Menominee County did establish the Menominee County Planning Commission Ordinance of February 11, 1974, and it is now desired to repeal the existing ordinance and adopt this ordinance to insure proper record of the action is created, NOW THEREFORE, THE PEOPLE OF MENOMINEE COUNTY DO ORDAIN THAT SAID ORDINANCE SHALL READ AS FOLLOWS:

MENOMINEE COUNTY PLANNING COMMISSION ORDINANCE
OCTOBER 21, 2008

AN ORDINANCE to create a Planning Commission for the Menominee County as authorized by P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.* for the purpose of having planning and zoning in Menominee County, to create, organize, enumerate powers and duties, and to provide for the regulation and subdivision of land, coordinated and harmonious development of Menominee County; and to function in cooperation with other constituted authorities of incorporated and unincorporated areas within the state where Menominee County exists.

THE PEOPLE OF MENOMINEE COUNTY DO ORDAIN:

101. Creation:

There shall be a Menominee County Planning Commission pursuant to P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.*, hereinafter referred to as the Commission with the powers and duties as therein set forth and as hereinafter provided and staffed Planning Department. This ordinance shall be officially known and described as the "Menominee County Planning Commission Ordinance."

102. Membership:

- A. The Commission shall consist of 7 members appointed by the Menominee County Board of Commissioners. To be qualified to be a member and remain a member of the Planning Commission, the individual shall meet the following qualifications:
1. shall be a qualified elector of Menominee County, except that one member may be a non-qualified elector;
 2. shall not be a declared candidate for any political office, except this condition shall not apply to the Menominee County representative to the Commission (section 102.E.10, of this ordinance);
 3. after an individual's first appointment and before reappointment shall have attended training for Commission members, pursuant to section 104 of this ordinance;
 4. shall meet the conditions provided for each individual member in sections 102.B, 102.D, 102.E, and 102.F of this Ordinance, except the geographical location of the individual's residency may be considered optional.
- B. Members shall be appointed for three-year terms. However when first appointed a number of members shall be appointed to one-year, two-year, or three-year terms such

that, as nearly as possible, the terms of 1/3 of all commission members will expire each year. If a vacancy occurs, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment such that, as nearly as possible, the terms of 1/3 of all commission members continue to expire each year.

- C. There shall not be any ex officio members on the planning commission.
- D. Every reasonable effort shall be made to insure that the membership of the county planning commission includes a member of a public school board, or an administrative employee of a school district included, in whole or in part, within the county's boundaries.
- E. The membership shall be representative of the important geographic and interest segments of Menominee County, as follows.
 - 1. One citizen at-large member representing interests of Menominee County shall be appointed for a three year term of office, or remainder of an unexpired term of office who meet the following conditions:
 - a. shall be appointed from names submitted in response to advertisements in a newspaper with paid circulation in Menominee County, and;
 - b. shall not hold any other office or position in Menominee County Government other than by virtue of membership on the Planning Commission; and
 - c. shall be a resident of Menominee County.
 - 2. One citizen member representing the environmental interests of Menominee County shall be appointed for a three year term of office, or remainder of an unexpired term of office, who meet the following conditions:
 - a. shall be a member in good standing of one of the county-wide non-profit corporation(s) with their corporate office in Menominee County whose bonafide purpose is to be an environmental organization; and
 - b. shall be appointed from names nominated by county-wide non-profit corporations with their corporate offices within Menominee County whose bonafide purpose is to be environmental organizations; and
 - c. shall not hold any other office or position in County Government other than by virtue of membership on the Planning Commission.
 - 3. One citizen member representing the agricultural, forestry, land use interests of Menominee County shall be appointed for a three year term of office, or remainder of an unexpired term of office, who meet the following conditions:
 - a. shall be
 - (1) a member of the County Conservation District Board, or
 - (2) a member of the board of the County Chapter of Farm Bureau, or
 - (3) a professional forester with his or her business office in the county, or
 - (4) an employee of the United States Forest Service, or Michigan Department of Natural Resources;and
 - b. shall be appointed by the Menominee County Board of Commissioners from names nominated by the County Conservation District Board, County Chapter of Farm Bureau, the United States Forest Service, Michigan Department of Natural Resources, professional foresters in the county; and
 - c. shall not hold any other office or position in County Government other than by virtue of membership on the Planning Commission; and
 - d. shall be a resident of Menominee County.
 - 4. One citizen member representing the governmental municipal interests of the county shall be appointed for a three year term of office, or remainder of an unexpired term of office, who meets the following conditions:

- a. shall be appointed by the County Board from names nominated by the Menominee County Chapter of the Michigan Townships Association; and
 - b. shall not hold any other office or position in County Government other than by virtue of membership on the Planning Commission; and
 - c. shall be a resident of a township (not a village or city).
5. One citizen member representing the educational interests of the County shall be appointed for a three year term of office, or remainder of an unexpired term of office, or an initial two year term of office, who meets the following conditions:
- a. shall be appointed by the County Board from names nominated by school district board(s) of education included, in whole or in part, within the county's boundaries; and
 - b. shall be a member of a public school board or an administrative employee of a school district included, in whole or in part, within the county's boundaries; and
 - c. shall not hold any other office or position in County Government other than by virtue of membership on the Planning Commission.
6. One member representing recreational and tourist interests of the County shall be appointed for a three year term of office, or remainder of an unexpired term of office, who meets the following conditions:
- a. shall be:
 - (1) a member of the board for a Visitor and Convention Bureau who's corporate office is in the County, or
 - (2) who shall be a member in good standing of one of the county-wide non-profit corporations with its corporate office in the county whose bonafide purpose is to be a tourist promotion organization; and
 - b. shall be appointed by the County Board from names nominated by Visitor and Convention Bureaus whose corporate offices are in the county and county-wide non-profit corporations with their corporate offices in the County whose bonafide purpose is to be a tourist promotion organization; and
 - c. shall not hold any other office or position in County Government other than by virtue of membership on the Planning Commission; and
 - d. shall be a resident of Menominee County.
7. One citizen member representing the industrial and economic interests of the county shall be appointed for a three year term of office, or remainder of an unexpired term of office, who meets the following conditions:
- a. shall be a member in good standing of one of the county-wide non-profit corporations with its corporate office in the county, or a Menominee County funded agency, whose bonafide purpose is to promote business, commerce, and industry in Menominee County; and
 - b. shall be appointed from names nominated by county-wide non-profit corporations with their corporate office in Menominee County whose bonafide purpose is to promote business, commerce and industry in the county; and
 - c. shall not hold any other office or position in County Government other than by virtue of membership on the Planning Commission; and
 - d. shall be a resident of Menominee County.
8. One member representing the transportation and communication interests of the county shall be appointed for a three year term of office, or remainder of an unexpired term of office, who meets the following conditions:
- a. shall be a member of the Menominee County Board of Road Commissioners or the Manager of the Menominee County Road Commission; and

- b. who shall be appointed from names nominated by the Menominee County Board of Road Commissioners.
 - 9. One member representing sanitation, environmental health, housing, and human services interests of the county shall be appointed for a three year term of office, or remainder of an unexpired term of office, who meets the following conditions:
 - a. shall be an employee of the environmental health division of the public health department, or district, which has jurisdiction in Menominee County, or a member of a county housing commission or county-wide housing organization, or a member in good standing of a county-wide human services coordination organization; and
 - b. who shall be appointed from names nominated by the environmental health division of the public health department, or district, which has jurisdiction in the County, the housing commission, a housing organization, and a human services coordination organization.
 - 10. One member shall be a member of the Menominee County Board of Commissioners who meets the following conditions:
 - a. shall be the county's representative to the state multiple-county regional planning agency the County is within; and
 - b. shall be the only member who is a member of the Menominee County Board of Commissioners; and
 - c. shall be appointed for a term of office which is concurrent with the elected position on the Menominee County Board.
 - F. A member of the County Board, chief administrative officer, and person appointed by the chief administrative official, or the chief elected official of the County not be chair of the Commission.
 - G. Not more than $\frac{1}{3}$ of the total membership of the Commission shall consist of, collectively, a member of the County Board, chief administrative officer, person appointed by the chief administrative official, or chief elected official of the county.
- 103. Liaisons:
 - A. The Commission, in its Bylaws, may name "liaisons" to the Commission. The purpose of liaisons is to provide certain Menominee County and quasi- Menominee County officials ability to participate in discussion with the Commission in addition to speaking in public participation, and nothing else. At a minimum liaisons shall include:
 - 1. Planning Department staff, and their agents and consultants.
 - 2. Menominee County Administrator.
 - 3. Menominee County Attorney.
- 103. Training
 - A. Appointed members of the Commission shall attend educational programs designed for training members of Michigan planning commissions if the adopted Menominee County budget for that fiscal year includes funds to pay for tuition, registration, and travel expenses for the training. Nothing in this paragraph shall deem a member who has not had training from finishing his term of office unless the member resigns or is removed by action of the Menominee County Board of Commissioners. The member shall be ineligible for reappointment at the conclusion of the term of office if they did not attend training. The Commission shall include in its Bylaws what training programs qualify to meet this requirement.
- 104. Members, Appointment and Terms:

- A. In February of each year the Menominee County Clerk shall determine which members' terms of office expire, shall determine what organizations qualify to nominate members and shall contact, by first class mail, those organizations to solicit nominations.
 - B. In March of each year if the Clerk has not received at least two nominations for each office, then the Clerk shall discard those applications and shall place an advertisement(s) in a newspaper with paid circulation in Menominee County to seek different applications.
 - C. In April of each year Menominee County shall consider the applications and nominations received, and appoint members to the Commission by a majority vote for a three year term of office which shall end April 30th, at 9:00 a.m. of the respective year.
105. Removal from Office:
- A. The Menominee County Board of Commissioners may remove a member of the Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Failure to disclose a potential conflict of interest shall be considered malfeasance in office. Failure to repeatedly attend Commission meetings shall be considered nonfeasance in office.
 - B. The secretary of the Planning Commission shall report any member who has missed three regular meetings in a row to the Menominee County Board of Commissioners.
106. Membership; Vacancies:
- A. Menominee County Board of Commissioners shall fill any vacancy in the membership of the Commission for the unexpired terms in the same manner as the initial appointment.
107. Membership; Transition:
- A. The transition from the previous Menominee County Planning Commission and the Commission established in this ordinance shall be gradual and shall take place over the next three years. The Menominee County Board of Commissioners shall continue to make annual appointments, appointing approximately $\frac{1}{3}$ of the membership of the Commission as specified in this Ordinance, so that three years from the effective date of this ordinance the membership, membership representation, and number of members have completed the transition to fully comply with this Ordinance.
 - B. All other aspects of this ordinance shall have immediate effect.
108. Membership; Compensation:
- A. All members of the Planning Commission shall serve as such with compensation equal to, or less than, the per diem of the Menominee County Board of Commissioners per meeting plus mileage.
109. Meetings:
- A. The Commission shall meet at least four times per year and a majority of the Commission shall constitute a quorum for the transaction of the ordinary business of said Commission and all questions which shall arise at their meetings shall be determined by a vote of the majority of the members of the Planning Commission.
 - B. The affirmative vote of $\frac{2}{3}$ of the total number of seats for members of the Commission, regardless if vacancies or absences exist or not, shall be necessary for the adoption, or recommendation for adoption, of any plan or amendment to a plan.
110. Powers and Duties:
- A. The Commission shall have their powers and duties as set forth in P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et seq.*; and P.A. 110 of the Public Acts of 2006, as amended, being the Michigan Zoning Enabling Act, (M.C.L. 125.3101 *et seq.*).
 - B. The Commission shall be designated as a metropolitan county planning commission, pursuant to section 37(1) of P.A. 33 of 2008, as amended, being the Michigan Planning

Enabling Act, M.C.L. 125.3837(1); and the Planning Commission shall serve as a coordinating agency for all planning committees or commissions that are now or may be within the County of Menominee.

C. The Commission shall have authority to apply for and receive grants from any government agency or the federal government and to receive gifts.

111. Staff:

- A. The Commission is delegated the authority to hire or dismiss a planning director within the budget provided for this purpose.
- B. The planning director shall be a department head, and shall hire or dismiss other such staff within the budget provided for this purpose.
- C. The appointment of the planning director and other such employees shall be subject to the same provisions of law, employment policies, employee roster, and employee or union contracts, if any, as govern other employees of Menominee County.
- D. Employees that are assigned to work with the Commission shall follow the directives of the Commission in matters of planning and zoning public policy issues, but shall not be subject to Commission directives concerning employment provisions of law, employment policies, employee roster, and employee or union contracts, if any.

112. Meetings; Records:

The Commission shall adopt Bylaws for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which records shall be a public record.

113. Approval, Ratification, and Reconfirmation.

All official actions taken by all Menominee County Planning Commissions preceding the Commission created by this ordinance are hereby approved, ratified and reconfirmed. Any project, review, or process taking place at the effective date of this Ordinance shall continue with the Commission created by this ordinance, subject to the requirements of this Ordinance, and shall be deemed a continuation of any previous Menominee County Planning Commission. This Ordinance shall be in full force and effect from and after its adoption and publication.

Passed by the Menominee County Board of Commissioners for the Menominee County Planning Commission, October 28, 2008, at its regular meeting with 3 commissioners in attendance, 3 voting aye, 0 nay.

Signed: *Jim Lynch* 11/4/08
Board of Commissioners, Chairman ~ Jim Lynch

I hereby certify that the foregoing was duly adopted by the Planning Commission of Menominee County, Michigan, at its regular meeting on the 28th day of October, 2008, that of 7 members of the Menominee County Planning Commission 6 were in attendance and 6 voted for the adoption of the Ordinance.

Signed *Milo Erlson*, 10/21/08
Planning Commission Secretary Date

Signed *Bert Mousier*, 11-4-08
County Clerk Date

"Menominee – Where the best of Michigan begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse
839 10th Avenue
Menominee, Michigan 49858-3000*

*Brian Neumeier - County Administrator
Sherry Smith - Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839*

October 29th, 2008

Mike Erdman
S904 U.S. Hwy 41
Stephenson, MI 49887-8808

RE: Menominee County Planning Commission Ordinance

Dear Mr. Erdman,

The Menominee County Board of Commissioners, during their October 28th meeting, approved the Menominee County Planning Commission Ordinance as approved by the Planning Commission.

Please find a copy of the signed Ordinance attached.

Should you have any questions, please don't hesitate to call me.

Sincerely,



Brian Neumeier
County Administrator

Jim Lynch - Chairperson

Bill Kakuk - Vice Chairperson

Bernie Lang

Floyd Berger

Greg Furmanski

2/4/74

Planning
Commission
Established

Moved by Com. Quever, seconded by Com. Burie to revise the master plan on the Airport to provide for a crash building. Motion carried unanimously.

Moved by Com. Burie, seconded by Comm. Taylor, to accept the Agricultural Report, and recommendations be adopted. Motion carried unanimously.

RECOMMENDATIONS & REPORT

AGRICULTURAL AND NATURAL RESOURCES February 4, 1974, 7:30 P.M. Court House

PRESENT: Robert Motto, Duane Taylor, Robert Burie, and Extension Dir., Richard Breyer.

Mr. Breyer gave the committee the latest information on the experimental plots that will be in the county this coming crop season. There will be corn and alfalfa plots again but new this year will be dry edible beans and soybeans. If these prove to be practical, it could mean some economic benefit to Menominee County.

Dairy Day: A Dairy Day board has to be appointed this month so that the necessary forms can be sent in for the State's share of funding for this event. We are recommending to the board the following people: Gordon Philibeck, Kenneth Benson, Hilding Lindroth, Robert Motto, Duncan Taylor, Robert Burie, and Dick Breyer, ex officio.

Planning Commission: The proposal of a planning commission for Menominee County was further discussed and it was felt by the committee that possibly the job might be done with a five-man committee with a county commissioner serving as a liaison or reporter to the county board. A motion to this effect will be brought up during the legislative committee's report.

Extension Office: We are studying all avenues of this move not only to fit the county's immediate needs but also that of the future. The farmers of the county have expressed a desire for a number of years that this office be located in Stephenson. The county board last spring also verbally expressed this desire. Since that time many different thoughts and ideas have come to our attention from the Federal, State, and local levels of this office.

The Committee is now down to three possibilities:

1. Rental of office space in Stephenson (with State and Federal thinking this might be short term).
2. The encouragement of a private corporation or person to build such a facility to house the Extension, A.S.C.S., S.C.S., and possibly the F.R.E.A. Offices.
3. The County establishing a building authority and building such a facility to house the above mentioned offices. The leasing of this building should make it self-supporting.

3. The County establishing a building authority and building such a facility to house the above mentioned offices. The leasing of this building should make it self supporting.

These are the areas we are considering. We want the Board to know what we are thinking so we can all give it careful consideration by the time of decision.

Respectfully Submitted,

Robert C. Burie, Chairman

Moved by Com. Lambrecht, seconded by Com. Chaltry, that the Personnel Committee Report be received and placed on file to increase the Circuit Court Reporter Salary \$200.00 annually. Motion carried unanimously.

It was moved by Com. Therriault, seconded by Com. Quever, that the Delta Menominee Health Department Report be received and recommendations be adopted.

RECOMMENDATIONS:

At a meeting of the Delta-Menominee Board of Health, that was held Wednesday, January 16, 1974, the following recommendations were made:

The meeting was called to order by Chairman Dominick at 6:15 p.m. Mr. Dominick noted that in the minutes of the December 19th meeting, the increase for David Bylund after July 1, 1974, was \$8,750.00 and should read \$9,000.00, and Robert Scranton after July 1, 1974, should read \$17,150.00 instead of \$16,700.00. Mr. Quever moved, seconded by Mr. Nelson, that the minutes of the December meeting be approved as corrected. Passed and approved by the Board. Mr. Therriault moved, seconded by Mr. Nelson that Miss Pearson's probations be reviewed in six (6) Months. Passed and approved by the Board.

Mr. Quever moved, seconded by Mr. Nelson, that the Board review and update the personnel policies. Passed and approved by the Board. Mr. Nelson moved, seconded by Mr. Burie, that the employees be asked to appoint a liaison committee to meet with the administrator and Board on policy.

Moved by Com. Forgette, seconded by Com. Taylor that the Pinecrest Report be received and placed on file. Motion carried unanimously.

It was proposed by Com. Motto that a Planning Commission be established for Menominee County. The following names were submitted for the Board's consideration as possible members of that planning commission, NAMELY:

- | | |
|-----------------------------|-----------------------------|
| 1. Bob Meintz, Powers | 4. Vince Peterson, Carney |
| 2. Gail Bowers, Stephenson | 5. Carl Loewecke, Menominee |
| 3. Eugene Phillips, Wallace | 6. Wes Branyon |

- | | |
|----------------|-----------------------|
| 7. Ed Duca | 12. Mrs. Frank Cadiou |
| 8. Ron Wipfli | 13. Swede Betzinger |
| 9. Rita Reid | 14. Steve Kakuk |
| 10. Ed Sager | 15. Mark Kronauer |
| 11. Roy Rasner | |

Moved by Motto, supported by Burie to name the top 5 names submitted as the Planning Commission.

It was then moved by Quever, supported by Com. Forgette to table the previous motion to the next regular meeting. Motion then lost by the following Aye and Naye votes: Aye: Chaltry, Forgette, Quever & Taylor. Naye: Burie, Lambrecht, Motto, Tessmer, & Therriault.

Moved by Com. Quever, seconded by Com. Taylor to amend the motion to allow a vote on all 15 names. Motion carried. Viz: Ayes: Chaltry, Forgette, Lambrecht, Quever, Taylor, Tessmer. Nays: Burie, Motto, Therriault.

The chairman named Com. Chaltry and Com. Lambrecht as Tellers. All Commissioners voted and signed their ballots, with the following results as a PLANNING COMMISSION:

THREE YEAR TERMS
Bob Meintz
Gail Bowers,

TWO YEAR TERMS
Eugene Phillips
Vince Peterson

ONE YEAR TERM
Carl Loewecke

(tied for 1 year term- Carl Loewecke, Branyon, Swede Betzinger & Steve Kakuk.)

The Chairman of the Agricultural Committee is named liason member of the Planning Commission.

It was then moved by Com. Quever, seconded by Com. Chaltry that the Legislative and Agriculture Committee Report be placed on file. Motion carried unanimously.

Moved by Com. Therriault, seconded by Com. Lambrecht to name Attorney L. Grant Selsor, Ronald Peltier, Dr. Brukardt, and Margaret Callies to the Act 54 Board. Motion carried. Viz: Ayes: Burie, Chaltry Lambrecht, Motto, Quever, Taylor, Tessmer & Therriault. Naye: Forgette.

Moved by Com. Forgette, seconded by Com. Taylor to adopt the following resolution on antlerless deer. Motion carried unanimously.

RESOLUTION:

Whereas it has been suggested that the remainder of the U.P. will have no antlerless deer hunting; and whereas part of Menominee County would be the only area in the U.P. open to antlerless deer hunting; and whereas this would cause an influx of hunters to this area and create more accidents and hunters

deaths and also would deplete the deer herd to a dangerously low level as it has already done in the rest of the U.P.

deaths and also would deplete the deer herd to a dangerously low level as it has already done in the rest of the U.P.

Moved by Com. Chaltry seconded by Com. Taylor, to adjourn at 4:17 P.M. to March 11, 1974 at 6:30 P.M. Motion carried unanimously.


Chairman


Clerk

2/25/74

Planning Commission
ordinance adopted
60 days from
August 11, 1975

August 11, 1975

Proceedings of a regular meeting of the Board of County Commissioners in and for the County of Menominee and State of Michigan, commenced and held at the Court House in the City of Menominee and in said County, on Monday, the 11th day of August, 1975.

The meeting was called to order by the Chairman at 10:05 A.M. followed by the Pledge of Allegiance.

Upon a call of the roll, the following members were found to be present and absent. VIZ:

<u>Present</u>		<u>Absent</u>
Burie	Spies	Tharp
Forgette	Tessmer	
Hruska	Therriault	
Motto	Zeratsky	

Moved by Com. Hruska seconded by Com. Motto that the minutes be approved as printed. Motion carried unanimously.

Moved by Com. Therriault seconded by Com. Forgette that the Miscellaneous Bills in the amount of \$22,266.26 be approved as presented. Motion carried unanimously.

Com. Tharp took his seat at 10:25 a.m.

An oral financial report was given by Com. Spies.

Moved by Com. Therriault seconded by Com. Motto that the Ambulance Report be received and placed on file.

Com. Spies gave the following report.

RE: Menominee Cty. Jail
Menominee, MI.

CONSTRUCTION PROGRESS MEETING: Wednesday, August 6th, 1975, at 10:00 a.m., at the site.

PRESENT: Commissioners Spies, Therriault, Tharp; Richard W. Alfredson, Jerome L. Hedstrom, Francis J. Benesh; James C. Jensen.

GENERAL:

1. The minutes of the Construction Progress Meeting of Tuesday, July 8th, 1975, were read.
2. Southern Steel Company is short some material they need to complete their work. A check with the foreman on the project after the meeting revealed that the material should be here by Friday. Southern Steel Company will probably be complete in another two (2) weeks.
3. There is still corrective work to be done on the roof.

4. The lathing is moving along.
5. The change to the heating system in the medium security and high security has been rejected. A \$2,400.00 expenditure would only amount to a maximum saving of \$70.00 per year.
6. The sidewalk change order as presented was rejected. It was decided to remove the sidewalk on the east and replace it with grass. The Architect will ask for a quote on this revision.
7. Mr. Hedstrom is to quote on furnishing plumbing for a washer.
8. Mr. Hedstrom was reminded of the insulation to be done in the tunnel. He said the insulators were aware of this.
9. The next meeting will be Thursday, August 28th, 1975, at 10:00 a.m.

It was moved by Com. Spies seconded by Com. Therriault, for afternoon consideration, that the Building & Grounds Report be received and recommendations adopted.

Correspondence was also read by Com. Spies from the Michigan Historical Grants Division.

Moved by Com. Spies seconded by Com. Therriault, for afternoon consideration, to approve payments to the following:

<u>Company Name</u>	<u>HEALTH BLDG.</u>	<u>JAIL</u>
Peninsula Piping.....	\$ 1,940.27	\$14,874.17
Gjelsteen & Seaborg	22.32	
Alfredson Bros.....		\$21,920.00
Southern Steel.....		2,018.70

Also to Twin City Service, \$43.00 for insurance pd on boat & trailer.

It was moved by Com. Zeratsky seconded by Com. Burie, for ~~afternoon consideration~~ to authorize the Insurance Committee to seek bids on Term Insurance for the Sheriffs' Dept., of \$5,000.00 for each employee.

An Ordinance was read by Commissioner Burie from the Planning Commission. It was moved by Com. Burie supported by Com. Motto to adopt the Ordinance as follows. Motion carried unanimously.

ORDINANCE

AN ORDINANCE to create a County Planning Commission for the County of Menominee as authorized by Act No. 282 of the Public Acts of 1945, as amended, for the purpose of guiding and accomplishing a co-ordinated and harmonious development of the County of Menominee; and to function in co-operation with other constituted authorities of incorporated and unincorporated areas within the County of Menominee and to serve as a co-ordinating agency for all planning activities and commissions in the County.

THE PEOPLE OF MENOMINEE COUNTY DO ORDAIN:

Section 1. CREATION: Under the authority of Act No. 282 of the Public Acts of 1945, as amended, there is hereby established and designated the Menominee County Planning Commission, hereinafter referred to as the Planning Commission, with the powers and duties as therein set forth and as hereinafter provided. This Ordinance shall be officially known and described as the "Menominee County Planning Commission Ordinance".

Section 2. MEMBERSHIP: The Planning Commission shall consist of Seven (7) Members who shall be representatives of the important segments of the economic, governmental, and social life and development of the County of Menominee.

Section 3. MEMBERS, APPOINTMENT AND TERM: The members

of the Planning Commission shall be appointed by the Menominee County Board of Commissioners for a period of three (3) years, provided, however, that upon the first appointment of the membership by the Board, the terms of office may be varied to permit the establishment of over-lapping terms of office.

Section 4. MEMBERSHIP; VACANCIES: The Menominee County Board of Commissioners shall fill any vacancy in the membership of the Planning Commission for the unexpired terms and may remove any member for non-performance of duty or misconduct upon public hearing.

Section 5. MEMBERSHIP; COMPENSATION: All members of the Planning Commission shall serve as such without compensation, provided, however, that they may be reimbursed for actual, reasonable, and necessary expenses incurred in the discharge of their duties.

Section 6. MEETINGS: The Planning Commission shall meet at least once in every three (3) months and a majority of the Planning Commission shall constitute a quorum for the transaction of the ordinary business of said Planning Commission and all questions which shall arise at their meetings shall be determined by a vote of the majority of the members of the Planning Commission present.

Section 7. POWERS AND DUTIES: The Planning Commission shall have those powers and duties as set forth in Act 282 of the Public Acts of 1945, as amended, and the Planning Commission shall serve as a co-ordinating Agency for all planning committees or commissions that are now or may be within the County of

Menominee.

Section 8. MEETINGS; RECORDS: The Planning Commission shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which records shall be a public record.

This Ordinance shall take effect Sixty (60) days after its adoption by the Menominee County Board of Commissioners. This Ordinance is passed by the Menominee County Board of Commissioners, City of Menominee, County of Menominee, State of Michigan this 11th day of August, 1975.

THE MENOMINEE COUNTY BOARD OF COMMISSIONERS

By: Kermit Tessmer
Kermit Tessmer, Chairman

I hereby certify that the above is a true copy of the Ordinance passed by the Menominee County Board of Commissioners on the 11th day of August, 1975.

Kenneth C. Krause
Kenneth C. Krause, Menominee County Clerk

Approved by the Honorable William G. Milliken, Governor of the State of Michigan on the _____ day of _____, 1975

William G. Milliken, Governor of the State of Michigan.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
LANSING

DON KOIVISTO
DIRECTOR

Reply to:
MDA-ESD Farmland
P. O. Box 30449
Lansing MI 48909

JANUARY 2009

Dear Local Governing Body/Reviewing Agency:

The enclosed documents represent landowners in your jurisdiction who have completed contracts with the State of Michigan under the Farmland and Open Space Preservation Act of 1974.

These copies are forwarded to you for your information. If you have any concerns regarding these documents feel free to contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard A. Harlow".

**Richard A. Harlow, Unit Chief
Farmland & Open Space Preservation
Environmental Stewardship Division
517/373-3328**

/k

Enclosure(s)

STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 20 day of October AD, 2008, by and between **Richard G. Menza**, a single man hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of **Menominee**, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: SW 1/4 of NW 1/4 of Section 35, T36N, R27W, Daggett Township, Menominee County, Michigan. (40)

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 641, Pages 656 & 657 in the Menominee County Register of Deeds Office at 1:57:21 PM on September 22, 2008.

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 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 the **Menominee County Board of Commissioners**
7. The term of this Agreement shall be for **thirty (30)** years, commencing on the 1st day of January, 1982, and ending on the 31st day of December, 2011.
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) Richard G Menza
Richard G. Menza

(X) _____

(X) _____

(X) _____

N10001 Menzo La-01
Daggett MI 49821

55-28119A-123111 82REPLACE
11s



Prepared by and Return to:
James A. Johnson, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)

) ss.
COUNTY OF Menominee

On this 20 day of October AD 2008, before me, a Notary Public, personally appeared Richard G. Menza 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) Karen A. Thome
Notary Public

My Commission Expires: June 25 2014 Menominee County, MI acting in Menominee County, MI

STATE OF MICHIGAN)

) ss.
COUNTY OF _____)

KAREN A. THOME
Notary Public, State of Michigan
County of Menominee
My Commission Expires Jun. 25, 2014
Acting in the County of Menominee

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

My Commission Expires: _____ County, MI acting in _____ County, MI

STATE OF MICHIGAN)

) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

Department of Agriculture
State of Michigan

By: Jarrold Thelen
Jarrod Thelen, Resource Analyst
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN)

) ss.
COUNTY OF INGHAM)

On this 19 day of November AD 2008, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 20 day of October AD, 2008, by and between **Richard G. Menza**, a single man hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Menominee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: NW 1/4 of SW 1/4 of Sec 26; ALSO SE 1/4 of Sec 27; ALSO NE 1/4 of NE 1/4 of Sec 34; All land desc located in Sections 26, 27, & 34, T36N, R27W, Daggett Township, Menominee County, Michigan.(240)

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 641, Pages 658 & 659 in the Menominee County Register of Deeds Office at 1:57:21 PM on September 22, 2008.

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 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 the Menominee County Board of Commissioners.
7. The term of this Agreement shall be for thirty (30) years, commencing on the 1st day of January, 1982, and ending on the 31st day of December, 2011.
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) Richard G Menza
Richard G. Menza

(X) _____

(X) _____
N10001 Menzo La-01
Daggett MI 49821

(X) _____

55-28119-123111 82REPLACE
lls



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 21st day of September AD, 2008, by and between Michael E. Linder, a single man hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Menominee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: Lots 1 & 2 of Block 1 of Nadeau Brothers Complete Plat, Nadeau Township; ALSO NE 1/4 of the SE 1/4, EXC com 792.3 ft, th S 145 ft, th E 300 ft to POB, ALSO EXC com 185 ft W of SE cor, th W 500 ft, th N 435 ft, th E 500 ft, th S 435 ft to POB, ALSO EXC com 150 ft N & 33 ft W of SE cor, th W 100 ft, th N 125 ft E 100 ft, th S 125 ft to POB; ALSO NE 1/4 of the SW 1/4 of Sec 8; ALSO NW 1/4 of the SW 1/4, EXC com 195 ft N of SW cor, th E 150 ft, th N 100 ft, th E 71 ft, th NW'ly 110 ft, th W 183 ft, th S 200 ft to POB Sec 8; ALSO SW 1/4 of SW 1/4, EXC com at NW cor, th E 203 ft, th S 110 ft, th W 120 ft, th S 180 ft, th E 60 ft, th S 606 ft, th E 46 ft, th NE'ly 179 ft, th S 549 ft, th W 418 ft, th N 1320 ft to POB and ALSO EXC com at inter of W ROW of HWY 41 & N ROW of County Rd on S ln of Sec 8, th N 22deg03' E 307.3 ft to POB, th N 55 ft, th N 44deg45' W 88 ft, th N 67deg41' W 72.2 ft, th N 72deg17' W 203.1 ft, th S 125 ft, th S 68deg59' E 280 ft to POB, ALSO EXC com at inter of c/l of US 41 & ctr of Village St, th NW at right angles to US 41, 400 ft, th NE'ly para to HWY 400*over
This Agreement Shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 486, pages 293 & 294 in the Menominee County Register of Deeds Office 9:49 a.m. on March 7. 2003

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 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 the Menominee County Board of Commissioners
 7. The term of this Agreement shall be for **Thirty-seven (37) years**, commencing on the 1st day of January, 1982, and ending on the 31st day of December, 2018.

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) Michael E. Linder

(X) _____

(X) _____
PO Box 21
Nadeau MI 49863

(X) _____
55-30668b-123118 82extension
key



Prepared by and Return to:
James A. Johnson, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)
) ss.
COUNTY OF Menominee

On this 24th day of September AD 2008, before me, a Notary Public, personally appeared Michael E. Linder 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) Suzanne Piche
Suzanne Piche Notary Public

My Commission Expires: 3-12-14 Menominee County, MI acting in Menominee County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI
Legal description continued: ft, th SE 200 ft, th NE'ly para to HWY 300 ft, th SE'ly to HWY c/l, th SW'ly alg HWY c/l 700 ft to POB of Sec 8; ALSO SE 1/4 of the SW 1/4 of Sec 8 Sections 7 & 8, T37N, R26W, Nadeau Township, Menominee County, Michigan(105.5)

SPACE BELOW FOR DEPARTMENT USE ONLY

Department of Agriculture
State of Michigan

By: Jarrold Thelen
Jarrod Thelen, Resource Analyst
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 13 day of October AD 2008, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 24th day of September AD, 2008, by and between Michael E. Linder, a single married man hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Menominee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: ALSO NE 1/4 of the SW 1/4, EXC com at NE cor, th W 250 ft, th S 250 ft, th E 250 ft, th N 250 ft to POB of Sec 7; ALSO NW 1/4 of the SW 1/4 of Sec 7; ALSO SW 1/4 of the SW 1/4, EXC com 265 ft W of SE cor, th N 186 ft, th W 230 ft, th S 186 ft, th E 230 ft to POB; ALSO SE 1/4 of the SW 1/4 of Sec 7; Section 7, T37N, R26W, Nadeau Township, Menominee County, Michigan(157.5)

This Agreement shall serve notice of the removal and replacement of a similar Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 486, pages 295 & 296 in the Menominee County Register of Deeds

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 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 the Menominee County Board of Commissioners
7. The term of this Agreement shall be for Thirty-seven (37) years, commencing on the 1st day of January, 1982, and ending on the 31st day of December, 2018.
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]
Michael E. Linder

(X) _____

(X) _____
PO Box 21
Nadeau MI 49863

(X) _____
55-30668c-123118 82extension
kay



Prepared by and Return to:
James A. Johnson, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)
) ss.
COUNTY OF Merominee

On this 24th day of September AD 2008, before me, a Notary Public, personally appeared Michael E. Linder 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) SuAnne Piche
SuAnne Piche Notary Public

My Commission Expires: 3-12-08 Merominee County, MI acting in Merominee County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

Department of Agriculture
State of Michigan

By: Jarrod Thelen
Jarrod Thelen, Resource Analyst
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 13 day of October AD 2008, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 24th day of September AD, 2008, by and between Michael E. Linder, a ^{single} ~~married~~ man hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Menominee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: W 1/2 of the SE 1/4, EXC NW 1/4 of NW 1/4 of SE 1/4 of Section 7, T37N, R26W, Nadeau Township, Menominee County, Michigan(70)

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 486, pages 297 & 298 in the Menominee County Register of Deeds Office at 9:49 a.m. on March 7, 2003

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 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 the **Menominee County Board of Commissioners**
7. The term of this Agreement shall be for **Thirty-seven (37) years**, commencing on the 1st day of January, 1982, and ending on the 31st day of December, 2018.
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) (X) _____
Michael E. Linder

(X) _____ (X) _____

Box 21
Nadeau MI 49863 55-30668d-123118 82extension
key

Prepared by and Return to:
James A. Johnson, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)
) ss.
COUNTY OF Menominee

On this 24th day of September AD 2008, before me, a Notary Public, personally appeared Michael E. Linder 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) Suanne Piche
Suanne Piche Notary Public

My Commission Expires: 3-12-14 Menominee County, MI acting in Menominee County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

Department of Agriculture
State of Michigan

By: Jarrod Thelen
Jarrod Thelen, Resource Analyst
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 13 day of October AD 2008, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013





JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
LANSING

DON KOIVISTO
DIRECTOR

May 2009

Reply to:
MDA-ESD Farmland
P. O. Box 30449
Lansing MI 48909

Dear Local Governing Body/Reviewing Agency:

The enclosed documents represent landowners in your jurisdiction who have completed contracts with the State of Michigan under the Farmland and Open Space Preservation Act of 1974.

These copies are forwarded to you for your information. If you have any concerns regarding these documents feel free to contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard A. Harlow".

Richard A. Harlow, Unit Chief
Farmland & Open Space Preservation
Environmental Stewardship Division
517/373-3328

/k

Enclosure(s)

RECEIVED
03/02/2009 1:07:00 PM

INDEXED
03/02/2009 2:14:31 PM
MIKE JASPER, REGISTER OF DEEDS
MENOMINEE COUNTY, MI
RECEIPT# 12840, STATION 2
\$17.00 AGREEMENT

STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 5th day of February AD. 2009, by and between John R. Strohl & Karen Ann Strohl, husband & wife hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Menominee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

SW 1/4 of NW 1/4 of Section 35, T36N, R27W, Daggett Township, Menominee County, Michigan. (40)

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 644, Pages 950 & 951 in the Menominee County Register of Deeds Office at 12:15:50 PM on November 24, 2008.

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 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 the **Menominee County Board of Commissioners**
7. The term of this Agreement shall be for **thirty (30)** years, commencing on the 1st day of January, **1982**, and ending on the 31st day of December, **2011**.
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) John R. Strohl
John R. Strohl

(X) Karen Ann Strohl
Karen Ann Strohl

(X) _____
220 S. Menza Lane
Daggett MI 49821

(X) _____
55-28119A-123111 82TRANSFER
lls



Prepared by and Return to:
James A. Johnson, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)
) ss.
COUNTY OF Menominee

On this 5 day of February AD 2009, before me, a Notary Public, personally appeared John R. Strohl 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) Pamela Cole
Pamela Cole Notary Public

My Commission Expires: 3/7/14 Menominee County, MI acting in Menominee County, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF Menominee

PAMELA COLE
Notary Public, State of Michigan County of Menominee
Acting in the County of Menominee
My Commission Expires March 7, 2014

On this 29th day of February AD 2009, before me, a Notary Public, personally appeared Karen Ann Strohl 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) Jeffrey K. Slagstad
Jeffrey K. Slagstad Notary Public

My Commission Expires: 2/15/2015 Delta County, MI acting in Menominee County, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF _____

JEFFREY K SLAGSTAD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF DELTA
My Commission Expires February 15, 2015
Acting in the County of Menominee

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

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

Department of Agriculture
State of Michigan

By: Jarrod Thelen
Jarrod Thelen, Resource Analyst
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 23 day of February AD 2009, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013





JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
LANSING

DON KOIVISTO
DIRECTOR

July 21, 2009

Reply to:
MDA-ESD Farmland
P. O. Box 30449
Lansing MI 48909

Dear Local Governing Body/Reviewing Agency:

The enclosed documents represent landowners in your jurisdiction who have completed contracts with the State of Michigan under the Farmland and Open Space Preservation Act of 1974.

These copies are forwarded to you for your information. If you have any concerns regarding these documents feel free to contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard A. Harlow".

**Richard A. Harlow, Unit Chief
Farmland & Open Space Preservation
Environmental Stewardship Division
517/373-3328**

/k

Enclosure(s)

RECEIVED
07/02/2009 8:42:00 AM

INDEXED
07/02/2009 10:52:16 AM
MIKE JASPER, REGISTER OF DEEDS
MENOMINEE COUNTY, MI
RECEIPT# 13818, STATION 2
\$17.00 AGREEMENT

STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 11th day of June AD, 2009, by and between Gary J. Rasmussen, a single man hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Menominee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: The SW 1/4 of NE 1/4 of Section 30; ALSO the NW 1/4 of SE 1/4 of sd Sec 30; ALSO the SE 1/4 of NW 1/4 of sd Sec 30; ALSO the NW 1/4 of NW 1/4 of Section 30, EXCEPTING that part thereof described as comm at the inter of E ROW line and the S ROW line of CCounty Rd runn alg the W line and N line of sd NW 12/4 of NW 1/4 th E alg the S ROW line of sd County Rd, runn alg the N line of sd NW 1/4 of NW 1/4 240 ft, th S 360 ft, th W 40 ft, th S 55 ft, th SW'ly to a point on the E ROW line of sd County Rd, runn alg the W line of sd NW 1/4 of NW 1/4 which point is 480 ft S of the POB, th N alg sd E ROW line 480 ft to the POB, Section 30, T35N, R26W, Stephenson Township, Menominee County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 656, Pages 415 & 416 in the Menominee County Register of Deeds Office at 10:29:18 AM on May 22, 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: 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.

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.

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.

Public access is not permitted on the land unless agreed to by the owner. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture 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 the Stephenson Township Board.

The term of this Agreement shall be for Thirty (30) years, commencing on the 1st day of January, 1986, and ending on the 31st day of December, 2014.

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.

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.

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) Gary J. Rasmussen
Gary J. Rasmussen

(X) _____

(X) _____
W 4957 County Rd G-12
Stephenson MI 49887

(X) _____
55-50923-123114 86REPLACEMENT
sac



Prepared by and Return to:
James A. Johnson, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)
) ss.
COUNTY OF Menominee

On this 11th day of June AD 2009, before me, a Notary Public, personally appeared **Gary J. Rasmussen** 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) Barbara A. Parrett
Notary Public

My Commission Expires: _____
Notary Public, State of Michigan
County of Menominee County, MI acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF _____
My Commission Expires Jul. 12, 2012 -
Acting in the County of Menominee

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

My Commission Expires: _____ County, MI acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

Department of Agriculture
State of Michigan

By: Jarrod Thelen
Jarrod Thelen, Resource Analyst
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 24 day of June AD 2009, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013



*Typed replacement
6-3-09
sac
Diss Linn -
w/o prejudice
7-9-09
sac*

STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 22 day of MARCH AD, 2009, by and between Gary J. Rasmussen, a single man hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Menominee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: The SW 1/4 of NE 1/4 of Section 30; ALSO the NW 1/4 of SE 1/4 of sd Sec 30; ALSO the SE 1/4 of NW 1/4 of sd Sec 30; ALSO the NW 1/4 of NW 1/4 of Section 30, EXCEPTING that part thereof described as comm at the inter of E ROW line and the S ROW line of County Rd runn alg the W line and N line of sd NW 12/4 of NW 1/4 th E alg the S ROW line of sd County Rd, runn alg the N line of sd NW 1/4 of NW 1/4 240 ft, th S 360 ft, th W 40 ft, th S 55 ft, th SW'y to a point on the E ROW line of sd County Rd, runn alg the W line of sd NW 1/4 of NW 1/4 which point is 480 ft S of the POB, th N alg sd E ROW line 480 ft to the POB, Section 30, T35N, R26W, Stephenson Township, Menominee County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 525, Pages 526 & 527 in the Menominee County Register of Deeds Office at 1:10 PM on February 2, 1996.

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 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 the Stephenson Township Board.
7. The term of this Agreement shall be for Thirty (30) years, commencing on the 1st day of January, 1986, and ending on the 31st day of December, 2014.
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) Gary J. Rasmussen
Gary J. Rasmussen

(X) _____

(X) _____
W 4957 County Rd G-12
Stephenson MI 49887

(X) _____

55-50923-123114 86TRANS/EXTEND

sac



Prepared by and Return to:
Gordon Wenk, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)
) ss.
COUNTY OF Menominee

On this 28 day of March AD 2007, before me, a Notary Public, personally appeared **Gary J. Rasmussen** 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) Quic R Mueller
Notary Public

My Commission Expires: 2.28.12

Menominee County, MI acting in Menominee County, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF _____

NOEL MUELLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MENOMINEE
MY COMMISSION EXPIRES Feb 28, 2012
ACTING IN COUNTY OF Menominee

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

My Commission Expires: _____ County, MI acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

Department of Agriculture
State of Michigan

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

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 13 day of May AD 2009, 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 for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013

G.M.D.A



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 2 day of March AD, 2009, by and between **Richard A. Lesperance & Patricia A. Lesperance, husband & wife** hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of **Menominee**, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

NW 1/4 of the SW 1/4 of Section 6, ALSO SE 1/4 of the SW 1/4, EXC com 577 ft E and 33 ft N of SW corner, th N 163 ft, E 224 ft, S 163 ft, th W along County Road ROW to POB; ALSO NE 1/4 of SW 1/4 of Section 6, ALSO SW 1/4 of NE 1/4 of Section 6, T34N R26W, Ingallston Township, ALSO SE 1/4 of SW 1/4 of Section 30, ALSO frac SW 1/4 of NW 1/4 of Section 30, ALSO frac SW 1/4 of SW 1/4 of Section 30, ALSO SE 1/4 of SW 1/4 of Section 31, ALSO NE 1/4 of NE 1/4 of Section 31, All land is located in Section 6, T34N R26W, Ingallston Township, and Sections 30, 31 & 32, T35N R26W, Stephenson Township, Menominee County, Michigan. (433)

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 453, Pages 453 & 454 in the Menominee County Register of Deeds Office at 12:01:02 PM on April 1, 2002.

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 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 the Stephenson & Ingallston Township Boards.
7. The term of this Agreement shall be for **Thirty-four (34)** years, commencing on the 1st day of January, 1981, and ending on the 31st day of December, 2014.
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) Richard A. Lesperance
Richard A. Lesperance

(X) Patricia A. Lesperance
Patricia A. Lesperance

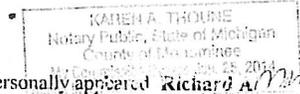
(X) _____
W 4744 County Rd 348
Stephenson MI 49887

(X) _____
55-23314-123114 81EXTENSION
sac



Prepared by and Return to:
James A. Johnson, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)
) ss.
COUNTY OF Monroe

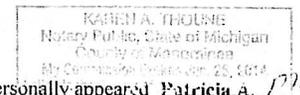


On this 2nd day of March AD 2009, before me, a Notary Public, personally appeared Richard A. Memon Lesperance to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) Karen A. Thoune
Karen A. Thoune Notary Public

My Commission Expires: June 25 2014 Monroe County, MI acting in Monroe County, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF Monroe



On this 2nd day of March AD 2009, before me, a Notary Public, personally appeared Patricia A. Memon Lesperance 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) Karen A. Thoune
Karen A. Thoune Notary Public

My Commission Expires: June 25 2014 Monroe County, MI acting in Monroe County, MI

STATE OF MICHIGAN)
) ss.
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

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

Department of Agriculture
State of Michigan

By: Jarrad Thelen
Jarrad Thelen, Resource Analyst
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 11 day of March AD 2009, before me, a Notary Public in and for said County personally appeared Jarrod Thelen, Resource Analyst, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013



