

MOA-ESD- Farmland Unit
PO Box 30449
Lansing, MI 48909

LIBER 1381 PAGE 0444 1
STATE OF MICHIGAN - HILLSDALE COUNTY
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BAMBI SOMERLOTT REGISTER OF DEEDS

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 Trent B. Rager, a 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 Hillsdale, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: N 1/2 of SE 1/4 of Sec 28, EXC beg on Pleasant View Rd 3235 ft E of ctr of M-99, run S 100 ft, E 200 ft, N 100 ft to POB; All land desc located in Section 28, T8S, R2W, Ransom Township, Hillsdale County, Michigan.

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 512, Pages 218 & 219 in the Hillsdale County Register of Deeds Office at 9:14 AM on July 12, 1983.

WHEREAS Subject Property is now devoted to agricultural uses and uses compatible thereto; and

Department of Agriculture, and the Hillsdale County Board of Commissioners

7. The term of this Agreement shall be for Fifty (50) years, commencing on the 1st day of January, 1982, and ending on the 31st day of December, 2031.

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) Trent B. Rager
Trent B. Rager

(X) _____

(X) _____
715 Lane 101 Jimmerson Lake
Angola IN 46703

(X) _____
30-31758-123131 82TRANSFER
sac

Ingham
STATE OF MICHIGAN)
) ss.
COUNTY OF Stewbri

LANSING MI 48909-7949

On this 2 day of March AD 2009, before me, a Notary Public, personally appeared Trent B. Rager 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) Lendi Beard
Lendi Beard Notary Public

My Commission Expires: 2-2012

Stewbri County, MI acting in Stewbri County, MI

STATE OF MICHIGAN)

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 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