AGRICULTURAL LAND EASEMENT

Agricultural Conservation Easement Program

Michigan - #

THIS AGRICULTURAL LAND EASEMENT (the "**Agricultural Land Easement**," "**Easement**" or "**ALE**") is made this ____ day of _____, 2026, by and between _____, whose address is _____ as **GRANTOR**; and Webster Township, a Michigan Municipal Corporation, whose address is 5665 Webster Church Rd., Dexter MI 48103, as **GRANTEE**; and with a right of enforcement the United States of America ("**United States**") acting by and through the United States Department of Agriculture ("**USDA**") Natural Resources Conservation Service ("**NRCS**") acting on behalf of the Commodity Credit Corporation ("**CCC**"), as its interest appears herein.

Witnesseth:

NOW THEREFORE, for and in total consideration of the sum of Dollars (.00) (the "**Acquisition Price**"), Grantor hereby GRANTS and CONVEYS with general warranty of title to Grantee and its assigns, forever, a perpetual Agricultural Land Easement described herein, in, to, over and upon property (the "**Property**") in Webster Township, Washtenaw County, Michigan; more particularly described in **EXHIBIT A** attached hereto and made a part hereof, together with a permanent right of motor vehicle access from Walsh Road to and appurtenant to said Agricultural Land Easement area which is further depicted in the survey attached as **EXHIBIT B**.

The purpose, scope, terms, conditions, land use rights and restrictions of the Agricultural Land Easement are as set forth in this Agricultural Land Easement. For purposes of interpreting this Easement, the Parties hereto agree that the Baseline Documentation Report and inventory of relevant features set out at **EXHIBIT C** attached may be introduced in any enforcement proceeding as the stipulations of the Parties hereto. Under the authority of the Agricultural Conservation Easement Program, the United States has contributed Dollars ($.00), on behalf of the CCC, toward the purchase of this Agricultural Land Easement and thus entitles the United States to certain rights, all as identified herein. Upon the payment made by Grantee of the Interim Payment, Grantee shall have contributed Dollars ($.00) plus closing costs toward the Acquisition Price.

THE PARTIES AGREE TO THE FOLLOWING:

A) PURPOSES OF THIS AGRICULTURAL LAND EASEMENT AND COMMITMENTS OF GRANTOR AND GRANTEE.

1) Grantor, Grantee and the United States (jointly referred to as the "**Parties**") acknowledge that the Easement is acquired by Grantee to protect the purposes stated in Paragraph A(3) (the "**Purposes**"). Notwithstanding any other provision of this Easement, the Parties agree that all present and future use of the Property is and will remain subject to the terms and conditions contained in this Easement. Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees and any other person claiming under them must comply with all terms and conditions of this Easement.

2) Grantee is a qualified recipient of this Easement, is committed to preserving the Conservation Values of the Property and is committed to upholding the terms of this Easement.

3) The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq. and 7 CFR Part 1468, facilitated and provided funding for the purchase of this Agricultural Land Easement on the Property for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Property.

B) CONSERVATION VALUES. The Property possesses natural, scenic, agricultural, biological and open space values of prominent importance to Grantor, Grantee and the public. These values are referred to as the "Conservation Values" in this Easement. The Conservation Values include the following:

OPEN SPACE and SCENIC:

1) A scenic landscape and natural character which would be impaired by modification of the Property.

2) A scenic panorama visible to the public from publicly accessible sites which would be adversely affected by modifications of the natural habitat.

3) Relief from urban closeness.

4) Biological integrity of other land in the vicinity has been modified by intense urbanization, which is expected to continue.

5) Grantee has acquired and may acquire other valuable property rights on nearby or adjacent properties to expand the Conservation Values preserved by this Easement.

6) Prominent visibility to the public from _____ Rd., which will enhance tourism if preserved in its natural state.

PUBLIC POLICY:

7) The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52: "The conservation and development of the natural resources of the State are hereby declared to be of paramount public concern in the interest of the health, safety and general welfare of the people. The legislature shall provide for the protection of the air, water and other natural resources of the State from pollution, impairment and destruction."

8) The Property is preserved pursuant to a clearly delineated Federal, State or local conservation policy and yields a significant public benefit. The following legislation, regulations and policy statements establish relevant public policy:

   a) Conservation and Historic Preservation Easement, Subpart 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.2140 et seq.;

   b) Agricultural Conservation Easement Program, Agriculture Improvement Act of 2018 -- 16 U.S.C 3865 et seq.

   c) Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.35501 et seq.; (Legislative Findings § 324.35502);

   d) Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.30301 et seq.; (Legislative Findings MCL § 324.30302);

   e) Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, a.k.a. "Section 404" Clean Water Act.);

   f) Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.30101 et seq.;

   g) Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.36101 et seq.;

   h) Soil Conservation, Erosion and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.9101 et seq; 324.9301 et seq.; (Legislative Policy § 324.9302);

   i) The United States Internal Revenue Code ("**IRC**"), at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055 and 2522 and under Treasury Regulations at Title 26 C.F.R. SS 1.170A-14 et seq., as amended.

9) Webster Township has designated this area for Agricultural Preservation in its Master Land Use Plan dated October 8, 1996, as amended.

10) Webster Township has adopted the following documents as policy: Land Preservation Ordinance (2002-05, adopted 2/25/05), Zoning Ordinance (adopted 11/26/03, as amended).

ECOLOGICAL/HABITAT:

11) Valued native forest land exists on the Property, which includes diverse native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs.

WATERSHED PROTECTION:

12) The Property provides important land within the watershed of the Huron River and Lake Erie. Protection of the Property in its open space condition helps to ensure the quality and quantity of water resources for the Dexter, Michigan area.

FARMLAND:

13) The Property consists primarily of "farmland of local importance" as classified by the United States Department of Agriculture and the Natural Resources Conservation Service.

14) The Property has a long history of productive farming and contains significant areas with a soil classification designated as _____.

15) The Property is located within Webster Township, a community with a substantial agricultural economy that has experienced rapid development, including the subdivision of prime farmland.

ADJACENT TO PROTECTED LANDS:

16) The Property lies in proximity to the following conserved properties:

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17) Preservation of the Property enables Grantor to integrate the Conservation Values with other neighboring lands.

C) BASELINE DOCUMENTATION REPORT. Baseline conditions of the Property are set forth in a Baseline Documentation Report (the "**Baseline Report**"), a copy of which is appended to this easement deed as **EXHIBIT C** and the original is on file at the office of Grantee. Grantor and Grantee agree that the natural characteristics, ecological features, physical and human-made conditions of the Property at the effective date of this Easement are documented in the Baseline Report which is signed by Grantor and Grantee and dated _____, 2026. The Baseline Report includes an ALTA Survey of the Property, consisting of _____ acres of land. The Baseline Report also consists of maps, a depiction of all existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features and photographs.

The Parties acknowledge that the Baseline Report is an accurate representation of the Property as of the date of this Easement. Grantee may use the Baseline Report in enforcing the provisions of this Easement but is not limited to the use of the Baseline Report to show a change in conditions.

D) **AGRICULTURAL LAND EASEMENT PLAN**. Grantee shall prepare an agricultural land easement plan (the "ALE Plan") in consultation with Grantor and as needed NRCS. Grantee agrees to update the ALE Plan, in consultation with Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Property change. A copy of the current ALE Plan is kept on file with Grantee. The ALE Plan shall include a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible cropland on the Property. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this ALE Deed based on an Act of Congress, NRCS will work cooperatively with Grantor and Grantee to develop and implement a revised conservation plan.

E) **LIMITATION ON IMPERVIOUS SURFACES**. Impervious surfaces will not exceed two percent (2%) of the Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including, but not limited to, buildings with or without flooring, paved areas and any other surfaces that are covered by asphalt, concrete or roofs. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to Grantee by this Easement.

F) **PRESERVING AGRICULTURAL USES**. The provisions of this Easement and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Property, so long as the agricultural operations are consistent with the long-term viability of the Property and the Purposes of the ALE. No uses will be allowed that violate Federal laws including Federal drug laws, or that decrease the ALE's protection for the Purposes of the ALE. Allowed uses of the Property include the specific uses permitted in Paragraph G2a.-e. and the following activities, subject to the qualifications stated below.

1) Right to Convey. Grantor retains the right to sell, mortgage, bequeath or donate the Property. Any conveyance will remain subject to the terms of this Easement. All subsequent owners, including without limitation any mortgagee taking possession of the Property by foreclosure or deed-in-lieu of foreclosure, will be bound by all obligations in this Easement.

2) Agricultural Production. Grantor is allowed Agricultural Use of the Property for the production, processing and marketing of agricultural crops and livestock provided such use is conducted in a manner consistent with the terms of this Easement and the ALE Plan. For purposes of this Easement, "**Agricultural Use**" means substantially undeveloped land devoted to the production of plants and animals useful to humans, including, without limitation, forages, grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including the breeding and grazing of cattle, swine, captive cervidae,

equines and similar animals; berries; herbs; flowers; seeds; grasses; fruits; vegetables; Christmas trees; and other similar uses and activities. The management and harvesting of a woodlot is not considered an Agricultural Use but is a permitted activity under this Agricultural Land Easement subject to a forest management plan as outlined in Paragraph F3 below. Agricultural Use must conform to the Michigan Department of Agriculture's Generally Accepted Agricultural Management Practices (GAAMPs). The maintenance and installation of field tile for drainage for Agricultural Use is permitted only to the extent allowed by Paragraph G(5)(d) below and the ALE Plan. Removal of stones from agricultural fields and hedgerows is permitted.

3) Forest Management and Timber Harvest. Forest management and timber harvesting is allowed, provided it is carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils and terrain of the Property. In addition, if the Property contains contiguous forest that exceeds the greater of forty (40) acres or twenty percent (20%) of the easement area, then forest management and timber harvesting must be performed in accordance with a written Forest Management Plan (the "**Forest Plan**"). The Forest Plan must be prepared by a professional resource manager, in consultation with Grantee. The goals of the Forest Plan shall include the preservation of the conservation and scenic characteristics of the woodlands and wetlands and the maintenance of a healthy forest, and shall assure sustainable forest productivity in a manner consistent with the Purposes of this Easement. No practice or plan shall include provisions allowing clear cutting or even-aged management. Any activities shall not materially impair the Conservation Values of the Property, as determined by Grantee.

A Forest Plan will not be required for the following permitted non-commercial activities:

a. cutting of trees for the construction of allowed roads, utilities, buildings and structures on the Property;
b. cutting of trees for trail clearing;
c. cutting of trees for domestic use as firewood, or for other domestic uses by Grantor;
d. removal of trees posing an imminent hazard to the health or safety of persons or livestock; or
e. removal of invasive species.

4) Right to Cut Vegetation. As allowed by and conducted in accordance with the ALE Plan: crops grown on the Property may be harvested, invasive species having a negative impact on Agricultural Use or on native species may be removed, and the cutting or removal of trees or vegetation which pose a threat to human life or property or are impairing Agricultural Use and reasonable pruning and trimming are permitted.

5) Right to Conduct Ecological Restoration. To the extent allowed in accordance with

Paragraph G5, Grantor retains the right to conduct ecological restoration on the Property. Ecological restoration includes, but is not limited to, planting native species, removing non-native or invasive species, installing erosion control structures or installing fencing necessary for the re-establishment of native vegetation.

6) Right to Operate Motorized Vehicles. Grantor retains the right to operate motorized vehicles in support of Agricultural Use or to provide hunting access—including agricultural vehicles such as tractors, sprayers and combines and other motorized vehicles such as all-terrain vehicles—on the Property as long as the use does not adversely affect the Conservation Values identified above.

7) Right to Place Signs. Grantor retains the right to place signs on the Property relating to permitted activities as described in this section, or stating one or more of the following items, namely: (a) the name and address of the Property; (b) Grantor's name; (c) that the Property is protected by this Easement; (d) that any unauthorized entry or use is prohibited; (e) that the Property is for sale or rent; and (f) the sale of agricultural products grown on the Property and hand-crafted items made on the Property. Such signs shall be subject to the Webster Township sign ordinance provided such signs do not exceed fifteen (15) square feet in size and are placed in a manner consistent with the preservation of the scenic values of the Property. To maintain the scenic qualities protected by this Agricultural Land Easement, any other signs placed on the Property require prior written approval of Grantee.

8) Construction and Maintenance of Roads. New roads may be constructed if they are approved in advance by Grantee, within the impervious surface limits and necessary to carry out the agricultural operations or other permitted uses on the Property. Maintenance of existing roads documented in the Baseline Documentation Report is permitted, however existing roads may not be widened or improved unless widening and improving, including paving, is within impervious surface limits, approved in advance by Grantee and necessary to carry out the agricultural operations or other permitted uses on the Property, or for access to the two excluded northern parcels.

9) Right to Lease. Grantor retains the right to lease all or a portion of the Property for purposes consistent with this Easement. Any lease shall be subject to the terms of this Easement. Leases for a period of greater than one (1) year shall incorporate by reference the terms of this Easement.

10) Right to Service Property with Non-Commercial Water Wells. Grantor may install non-commercial water wells for the purpose of irrigating crops on the Property, processing crops, watering animals raised on the Property and domestic use.

11) Non-developed and Non-consumptive Recreational and Educational Activities. Consistent with the Conservation Values and/or Agricultural Use of the Property, de minimis undeveloped recreational and educational activity--including but not limited to hiking, cross country skiing and horseback riding--is permitted so long

as such activity is consistent with the Purposes of this Easement and does not adversely affect the soils and/or agricultural operations on the Property. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or helicopter pads, motocross biking, all-terrain vehicle tracks or any other improvement or activity, including the parking of vehicles not associated with Agricultural Use or hunting access, nor any other use inconsistent with the Conservation Values or future agricultural production be permitted on the Property. Grantor may install trails on the perimeter and interior of the Property and a permanent treehouse. Grantor may also install temporary and non-permanent hunting structures such as box blinds which shall be maintained in good repair and shall be removed from the Property when not in season.

12) Fences. Fences may be maintained and replaced, and new fences may be installed if they are necessary for agricultural operations on the Property or to mark boundaries of the Property. Maintenance, replacement and installation of fences must be conducted in a manner consistent with the Purposes of this Easement.

13) On-farm Energy Production. Renewable energy production, including without limitation solar, wind or geothermal energy production equipment located within the Building Envelope depicted in Exhibit B, is allowed for the purpose of generating energy for the agricultural needs of the Property. Renewable energy sources must be built and maintained in accordance with any local zoning ordinance and applicable State and Federal law and meet impervious surface limits, with minimal impact on the Conservation Values of the Property and be consistent with the Purposes of the Agricultural Land Easement.

14) Non-consumptive Uses. Grantor is allowed to utilize the woods for tapping maple trees for sap, wildcrafting forest plants or growing mushrooms and other non-consumptive uses so long as such use does not materially negatively impact the Conservation Values of the Property, as reasonably determined by Grantee.

15) Other Allowed Uses. Other uses which are not otherwise prohibited or limited by this Easement may be allowed if they do not harm the Agricultural Use and future viability and related Conservation Values of the Property, are consistent with the Purposes of this Easement and approved in advance by Grantee.

17) Right to Maintain and Replace Existing Structures. To the extent consistent with this Easement, and in accordance with applicable laws and ordinances, Grantor retains the right to maintain, improve, renovate or replace the existing buildings and structures noted in the Baseline Report. In addition, agricultural structures and utilities to serve approved buildings or structures that neither individually nor collectively have an adverse impact on the Purpose may be located outside the Building Envelope with prior written approval of Grantee. All structures are subject to the two percent (2%) impervious surface limitation set forth in Section E.

G) LIMITATIONS ON NON-AGRICULTURAL USES. Any activities inconsistent with

the Purposes of the Easement are prohibited. The following activities inconsistent with the Purposes of the Easement are specifically prohibited, subject to the qualifications stated below:

1) Subdivision. Separate conveyance of a portion of the Property or division or subdivision of the Property is prohibited. Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Property as a whole.

2) Industrial or Commercial Uses. Industrial or commercial activities on the Property are prohibited except for the following:

   a. agricultural production and related uses in accordance with the terms and conditions of this Easement;
   b. small scale commercial enterprises compatible with agriculture or forestry which do not require buildings or structures that Grantee approves in writing as being consistent with the Purposes of this Easement;
   c. the sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purposes of this Easement and in accordance with the terms and conditions of this Easement;
   d. temporary or seasonal outdoor activities or events that do not harm the Purposes of this Easement with parking of all vehicles prohibited; and
   e. commercial enterprises related to agriculture or forestry including, but not limited to, agri-tourism; processing, packaging and marketing of farm or forest products; and farm machinery repair.

3) Construction on the Property. No structures or improvements, whether existing or in the future, may be constructed, replaced or enlarged on the Property except for the following: agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under Paragraph F13, that neither individually nor collectively have an adverse impact on the Purposes of this Easement, may be located on the Easement with prior written approval of Grantee.

4) Cutting Vegetation. Any cutting of trees or vegetation on the Property is prohibited, except for activities permitted in Paragraph F2), 3), 4) and 5).

5) Surface Alteration. Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems or wetlands of the Property is prohibited except as follows:

   a. dam construction in accordance with a plan approved by Grantee to create ponds for Agricultural Use, fire protection or wildlife enhancement

including enhancement through wetland restoration, enhancement or creation;

b. erosion and sediment control pursuant to a plan approved by Grantee;
c. soil disturbance activities required in the construction of approved structures, roads and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purposes of this Easement;
d. agricultural production and related uses in accordance with the terms and conditions of this Easement; or
e. roads to the extent permitted in Paragraph F8.

6) Waste and Dumping. Accumulation or dumping of trash, refuse, sewage, junk or toxic materials is not allowed on the Property. This restriction will not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting or the temporary storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property.

7) Oil, Gas or Mineral Exploration and Extraction. Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal or any other mineral substance owned by Grantor as of the date of this Agricultural Land Easement or later acquired by Grantor, using any surface mining, subsurface mining, fracking or dredging method, from the Property is prohibited. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and will incorporate by reference this Easement. If a third party owns or leases the oil, natural gas or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, Grantor must require, to the greatest extent possible, that any oil, natural gas and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph G.

8) Water Courses. Natural water courses, lakes, wetlands or other bodies of water may not be altered.

9) Off-Road Recreational Vehicles. Motorized off-road recreational vehicles—such as, but not limited to, dune buggies, all-terrain vehicles, snowmobiles and motorcycles—may not be operated on the Property unless operated in support of Agricultural Use or to provide hunting access.

10) Billboards. Billboards are prohibited.

11) Granting of Easements for Utilities and Roads. The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purposes of the Easement as determined by Grantee in consultation with the Chief of NRCS.

12) Additional Prohibited Actions. Any activity on or use of the Property which is inconsistent with Agricultural Use or this Easement or which is detrimental to the

Conservation Values is expressly prohibited.

H) RIGHTS OF GRANTEE. Grantor confers the following rights upon Grantee to perpetually enforce this Easement and maintain the Conservation Values of the Property:

1) Right to Enter. Grantee, its agents or designees have the right to enter the Property during daylight hours, with prior notice, to monitor the Property or to enforce compliance with, or otherwise exercise its rights under, this Easement. Grantee may not, however, unreasonably interfere with the Grantors' use and quiet enjoyment of the Property.

2) Right to Preserve. Grantee has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Easement or detrimental to the Conservation Values of the Property.

3) Right to Require Restoration. Grantee has the right to require Grantor to restore the areas or features of the Property which are damaged by any activity by Grantor or Grantor's employees or other agents which is inconsistent with this Easement or detrimental to the Conservation Values of the Property.

4) Signs. Grantee has the right to place signs on the Property which identify the land as protected by this Easement and do not interfere with Grantor's Agricultural Use of the Property subject to the restrictions in Paragraph F7. The number and location of any signs are subject to the Grantor's reasonable approval, and any sign will contain "Private Property" printed prominently.

5) Right to Review and Approve. Wherever Grantee is granted the right to review and approve any proposed plan for the use, modification, restoration or exploitation of any portion of the Property or improvements on the Property, such approval shall be granted or denied by the Webster Township Board of Trustees, in writing, within ninety (90) days of the date Grantee receives from Grantor written notice of the proposed plan, in sufficient detail to allow Grantee to properly assess the plan. Grantee may deny Grantor's request only upon a reasonable determination by Grantee that the proposed plan would be inconsistent with the terms of this Easement, the Webster Township Land Preservation Ordinance (as it exists on the date of this Easement) or detrimental to the Conservation Values of the Property.

6) Right to Enforce. Grantee has the right to enforce the terms of this Easement and the covenants and conditions contained herein by proceedings at law or in equity, including but not limited to, the right to require restoration of the Property to the condition on the effective date of the grant of this Easement, as set forth in the Baseline Report.

I) GRANTEE'S REMEDIES. This paragraph addresses cumulative remedies of Grantee, along with limitations on these remedies.

1) Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, Grantee shall provide written notice to

Grantor. The written notice shall identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property.

If at any time, however, Grantee determines, at its sole discretion that the violation constitutes immediate and irreparable harm, no written notice is required. Grantee may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property.

If Grantee determines that this Easement is, or is expected to be, violated, and Grantee's good-faith and reasonable efforts to notify Grantor are unsuccessful, Grantee may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values without prior notice and without awaiting Grantor's opportunity to cure. Grantor agrees to reimburse all reasonable costs associated with this effort.

2) Failure to Act. If, within thirty (30) days after written notice, Grantor does not complete corrective measures requested by Grantee, Grantee may bring an action in law or in equity to enforce the terms of the Easement. In the case of immediate or irreparable harm, or if Grantor is unable to be notified, Grantee may invoke these same remedies without notification and/or awaiting the expiration of the thirty (30) day period. Grantee is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses and/or an order compelling Grantor to restore the Property. If the court determines that Grantor has failed to comply with this Easement, Grantor shall also reimburse Grantee for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by Grantee or the United States.

3) Unreasonable Litigation. If Grantee initiates litigation against Grantor to enforce this Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require Grantee that initiated such frivolous litigation to reimburse Grantor for reasonable costs and reasonable attorney's fees in defending the action.

4) Actual or Threatened Non-Compliance. Grantee's rights and remedies under this paragraph, Grantee's Rights and Remedies, apply equally in the event of either actual or threatened violations of the terms of this Agricultural Land Easement. Grantor agrees that Grantee's claim for money damages for any violation of the terms of this Easement is inadequate. Grantee shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. Grantee's claim for injunctive relief or specific performance for a violation of this Easement shall not require proof of actual damage to the Conservation Values.

5) Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to eventually enforce the terms of this Easement.

6) Acts Beyond Grantor's Control. Grantee may not bring an action against Grantor for modifications to the Property resulting from causes beyond Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement or even Grantor's well-intentioned action in response to an emergency resulting in changes to the Property. Grantor has no responsibility under this Easement for such unintended modifications.

7) Cumulative Remedies. The preceding remedies of Grantee are cumulative. Any or all of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

J) NOTIFICATION PROVISION. Grantee is entitled to written notice not less than sixty (60) days in advance whenever its approval is required under this Easement, unless expressly provided otherwise in this Easement. For purposes of this Easement, notices may be provided to either party by personal delivery or by mailing a written notice to the party (at the address shown at the top of this Easement, or at last known address of a party) by registered mail or by other reputable overnight delivery service that provides a receipt upon delivery. All notices shall be deemed to have been duly given when hand delivered or when deposited, properly addressed, and registered with the United States Postal Service with sufficient pre-paid postage.

K) CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.

1) This Easement is created pursuant to Subpart 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act, Conservation and Historic Preservation Easement, being MCL §§ 324.2140 et seq; and MCL 324.36201 et seq.

2) This Easement is established for conservation purposes pursuant to the Internal Revenue Code, as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055 and 2522 and under Treasury Regulations at Title 26 C.F.R. § 1.170A-14 et seq., as amended.

3) Grantee is qualified to hold conservation easements pursuant to these statutes.

L) OWNERSHIP COSTS AND LIABILITIES. In accepting and executing this Easement, Grantee shall have no responsibility or liability for costs, expenses, taxes, insurance or any other obligation related to the Property. Grantee's rights do not include the right, in the absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.). Neither Grantee, nor its trustees, officials, officers, employees and agents or any other person in his or her capacity as citizen of Webster Township, or the United States, its agents or assigns, shall have any liability arising from injury or death to any person or physical damage on the Property. Grantor or the Grantor's successors, transferees or assigns agree to indemnify

Grantee and the United States against any costs, damages or losses (including attorney's fees and expert witness fees) incurred by Grantee or the United States relating to such claims. Grantor is responsible for posting the Property's boundaries and for discouraging any forms of trespass upon the Property. This paragraph is intended to ensure that none of the liabilities attendant on land ownership are inadvertently transferred to Grantee or the United States under this Easement as Grantee and the United States will have no management responsibilities and will exercise no direct control over any potential hazards on the Property. Grantor's liabilities under this paragraph transfer to a new owner upon transfer of Grantor's interest in the Property.

M) **GENERAL DISCLAIMER AND GRANTOR WARRANTY**. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Property.

Grantor must indemnify and hold harmless the United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Easement or violations of any Federal, State or local laws, including all Environmental Laws (defined below).

N) **TITLE WARRANTY**. Grantor warrants that Grantor has good and marketable fee simple title to the Property and has the right to convey this Easement and that the Property is free and clear of all encumbrances. Grantor agrees not to place or to permit any third party to place any additional liens, easements, restrictions, claims or encumbrances against the Property following the Effective Date of this Easement that would adversely affect the rights granted under this Easement.

O) **ENVIRONMENTAL WARRANTY**. Grantor warrants that Grantor is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and

State law.

Furthermore, Grantor warrants that the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Property or any restoration activities carried out by Grantee on the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

P) **CESSATION OF GRANTEE'S EXISTENCE**. Subject to the rights of the United States under this Easement, if Grantee shall cease to exist or if Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall be assigned to a unit of government or any entity having similar conservation purposes to which such right may be awarded under the cy pres doctrine. Such entity must be a "qualified organization" for purposes of IRC Section 170(h) and the regulatory requirements set forth at 7 C.F.R. Part 1491.

Q) **TRANSFER OF THE EASEMENT**. Upon prior written consent from the United States, and in accordance with Paragraph Y, Grantee may transfer this Easement to a public agency or non-profit organization, which, at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the IRC.

R) **UNITED STATES RIGHT OF ENFORCEMENT**. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the

terms of the Easement are not enforced by Grantee. The Secretary of the United States Department of Agriculture (the "**Secretary**") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the Easement.

Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that Grantee and Grantor are in compliance with the Easement. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of this Easement, and the United States ALE Agreement with Grantee, the United States will have reasonable access to the Property. Prior to its inspection of the Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of the Easement and will give notice to Grantee and Grantor at the earliest practicable time.

S) **EXTINGUISHMENT, TERMINATION AND CONDEMNATION**. The interests and rights under this Easement may only be extinguished or terminated with written approval of Grantee and the United States. Due to the Federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination or condemnation action that may affect its Federal interest in the Property.

With respect to a proposed extinguishment, termination or condemnation action, Grantee and the United States stipulate that the fair market value of the ALE is percent (%) (hereinafter the "**Proportionate Share**") of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated or condemned, in whole or in part, then Grantor must reimburse Grantee and the United States from the proceeds received by Grantor an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished or condemned by an appraisal that meets the Uniform

Standards of Professional Appraisal Practice (USPAP) or the Uniform Acquisition Standards for Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by Grantee and the United States.

The allocation of the Proportionate Share between Grantee and the United States will be as follows: (a) to Grantee or its designee, percent (%) of the Proportionate Share; and (b) to the United States percent (%) of the Proportionate Share. Until such time as Grantee and the United States receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and the United States each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment or condemnation are paid directly to Grantee, Grantee must reimburse the United States for the amount of the Proportionate Share due each of them as set forth above.

T) **LIBERAL CONSTRUCTION**. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act, Conservation and Historic Preservation Easement, MCL 324.2140 et seq. and the regulatory provisions set forth at 7 C.F.R. Part 1491.

U) **SEVERABILITY**. If any portion of this Easement is determined to be invalid, the remaining provisions will remain in force.

V) **EASEMENT AND COVENANT RUNNING WITH THE LAND; SUCCESSORS**. This Easement is a covenant running with the land, and is binding upon, and inures to the benefit of, Grantor, Grantee, the United States and their respective successors, transferees, heirs, beneficiaries and assigns and all others having an interest in the Property. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as the current owner. This Easement is expressly declared to be enforceable in accordance with its terms regardless of any lack of privities of estate or contract or lack of benefit running to particular land pursuant to the Michigan Natural Resources and Environmental Protection Act, MCL 324.2141, as the same may be amended from time to time.

Upon transfer of the Property, or interest in the Property, from one landowner to another, the conveyance document shall expressly refer to this Easement and be subject to its terms; and indicate that a copy of the recorded conveyance document to any subsequent owner will be provided to Grantees. Any party which acquires title to the Property shall provide written notice of such acquisition to the Grantee within 30 days of such acquisition, which notice shall include a copy of the recorded deed vesting title in such successor and identify the name and address of such new owner.

W) **SUBORDINATION**. Any lease, mortgage, lien, claim, encumbrance or interest in the Property arising after the date of recording this Easement shall be subject and subordinate to the terms of this Easement. Grantor represents that as of the date of execution and recording of this Easement, the Property is not subject to any mortgage, lien, claim or interest which has not been subordinated to this Easement.

X) **AMENDMENT**. This Easement may be amended only if, in the sole and exclusive judgment of Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purposes of this Easement, does not affect its perpetual duration, shall not permit residences on the Property, shall not permit any impairment of the Conservation Values of the Property and complies with all applicable laws and regulations. Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Easement, such amendments must be mutually agreed upon by the Grantee, Grantor and the United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void. Any amendment shall be in writing and shall be filed in the office of the Register of Deeds for Washtenaw County. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

Y) **TERMINATION OF RIGHTS AND OBLIGATIONS**. All rights and obligations of Grantee, or Grantor under this Easement shall terminate as to such party upon transfer of such party's interest in the Property and the assumption of such rights and obligations by the transferee. Liability for acts or omissions occurring prior to transfer will survive the transfer.

Z) **MICHIGAN LAW**. This Easement will be construed in accordance with Michigan Law.

AA) **TRANSFER BY GRANTOR**. Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including without limitation a leasehold interest for a term greater than one year. Grantor further agrees to give written notice to Grantee of the transfer of any such interest not less than thirty (30) days prior to such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability.

BB) **STEWARDSHIP RESPONSIBILITIES OF GRANTEE**. To facilitate the fulfillment of its responsibilities under this Easement, Grantee shall be responsible for the following (which shall include, but not be limited to): 1) maintain baseline information and annual monitoring of the Property in accordance with applicable policies and guidelines, such as the Standards and Practices of the Land Trust Alliance; 2) responding to Grantor's requests for approvals required under this Easement; 3) investigating potential easement violations and/or encroachments and responding accordingly; and 4) providing an annual monitoring report to NRCS or its successor agency, indicating compliance with the terms of the Easement and/or actions necessary for compliance.

CC) **NO MERGER**. Prior to Grantee obtaining fee title to the Property, upon approval by the United States, Grantee shall transfer this Easement to a qualified State or local Government agency or non-profit organization, which at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the IRC and a qualified "entity" in accord with the regulatory provisions set forth at 7 C.F.R. Part 1491.

DD) **EFFECTIVE DATE**. Grantor and Grantee intend that the restrictions arising hereunder

take effect on the day and year on which all required signatures have been affixed to this Easement. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Easement.

EE) **RECORDING**. This Easement shall be recorded as soon as possible, in no event later than thirty (30) days following the Effective Date, in the office of the Register of Deeds for Washtenaw County, Michigan; after all required signatures have been affixed hereto.

FF) **ENTIRE AGREEMENT**. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior writings, discussions or understandings.

(see signatures on following pages)

IN WITNESS WHEREOF, the above-described Agricultural Land Easement for the use and benefit of Grantee is executed by the Grantors and shall be binding on their successors and assigns forever.

GRANTOR:

_____

STATE OF MICHIGAN)

WASHTENAW COUNTY)

I hereby certify that on this ____ day of _____, 2026, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

_____
_____, Notary Public
Washtenaw County, Michigan
Acting in _____ County
My commission expires:_____

WEBSTER TOWNSHIP ACCEPTANCE

Webster Township hereby acknowledges, approves and accepts the foregoing AGRICULTURAL LAND EASEMENT and the rights and obligations conveyed therein.

GRANTEE: Webster Township

_____

STATE OF MICHIGAN)

WASHTENAW COUNTY)

I HEREBY CERTIFY that on this ____ day of _____, 2026, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, Supervisor of Webster Township.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

_____
_____, Notary Public
Washtenaw County, Michigan
Acting in _____ County
My commission expires:_____

PREPARED BY:

AFTER RECORDING SEND TO: Webster Township, 5665 Webster Church Rd., Dexter MI, 48130.

EXHIBIT A

Legal Description

Appurtenant access to the Agricultural Land Easement area that is described in Exhibit A is _____ from _____ Road.

EXHIBIT B

Survey

EXHIBIT C

Baseline Documentation Report