



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

PLEASE RECORD THIS DOCUMENT BEFORE 5/21/2021
AGREEMENT #78-59904-123127

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 11 day of May AD, 2021, by and between **Michael G Majzel Jr, A Married Man** hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan (MDARD); WITNESSETH WHEREAS, the Owner owns real property in the County of **Shiawassee**, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:
E 1/2 of SW 1/4, Sec 8, T8N R2E, Rush Township, Shiawassee County, Michigan

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Shiawassee County Register of Deeds Office in Liber 1065, Page 855, on August 23, 2004.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and WHEREAS, the Owner and MDARD 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 of Michigan 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 of Michigan; and

WHEREAS, both the Owner and the MDARD 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 **Rush Township Board** and MDARD.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the **Rush Township Board** and MDARD.
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 MDARD 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 MDARD, and the **Rush Township Board**.
7. The term of this Agreement shall be for **twenty-four (24)** years, commencing on the 1st day of January, **2004**, and ending on the 31st day of December, **2027**.
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. The Owner shall provide a copy of the signed statement and documentation of ownership change to MDARD and the **Rush Township Board** within 90 days of the change.
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.

Return to:
Michael Majzel Jr
4187 W Allan Rd

Henderson MI 48841
AGREEMENT# 78-59904-123127
Extend ERKL

Prepared by:
Mark Swartz, Deputy Director
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909

State of Michigan Use Only

Signed by:
Michigan Department of Agriculture and Rural Development
Environmental Stewardship Division
Farmland & Open Space Preservation Program

Jarrold Thelen, Resource Analyst

STATE OF MICHIGAN
COUNTY OF INGHAM

On this **January 21st 2021** AD, before me, a Notary Public in and for said County personally appeared Jarrold 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 and Rural Development for the State of Michigan in whose behalf he acts.

Lexava L Smith
Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2025

Do not write above this line - State of Michigan Use Only

IN WITNESSTHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(x) Michael G Majzel Jr
Michael G Majzel Jr

STATE OF MICHIGAN

COUNTY OF Saginaw

On this 11 day of May AD 2021, before me, a Notary Public, personally appeared **Michael G Majzel Jr** 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) Shaina L Schneider Notary Public
Comm Exp: 8-27-2024
Saginaw County, MI acting in Saginaw County, MI

Place Notary Stamp or Seal Here

SHAINA L SCHNEIDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SAGINAW
My Commission Expires August 27, 2024

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Mark Swartz, Deputy Director
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