

1975 MAR 933

81050



MICHIGAN REAL ESTATE TRANSFER TAX  
DEPT OF TAXATION \$ 851.40  
MUSKEGON COUNTY, MI  
081050 18 APR 1997 \$ 108.90 C  
00154181 \$ 742.50 S

4.16 18 97

108.90  
742.50  
851.40

APR 18 1997  
81050

Muskegon, Mich: I hereby certify that there are no tax liens or files held by the state or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office.

No. 081601 JANA KREAS smg

U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-LTP-20-5-95  
OMB No. 0578-0013

**WARRANTY EASEMENT DEED**

**WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-5D21-5-76**

THIS WARRANTY EASEMENT DEED is made by and between DAVID WORKMAN and MADELYN WORKMAN, husband and wife, of 1143 E. Norton, Muskegon, Michigan 49444; and WILLIAM J. WORKMAN and MARCIA \* WORKMAN, husband and wife, of 1243 E. Norton, Muskegon, Michigan 49444 (hereafter referred to as the "Landowner"), Grantors, and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, Washington, D.C. 20250 (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS) of the Department of Agriculture. A cooperating Federal agency is the United States Fish and Wildlife Service of the Department of the Interior.

\*a/k/a Marcia A. Workman Witnesseth

Purposes and Intent. The purpose of the Conservation Easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This Conservation Easement acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

25-01

NOW THEREFORE, for and in consideration of the sum of NINETY-EIGHT THOUSAND SIX HUNDRED AND NO/DOLLARS (\$98,600.00), the Grantors, hereby grant and convey with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in 98.0 acres of land, more or less, located in Muskegon County, Michigan, which lands comprise the easement area described in Part I together with appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantors), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however to all pipeline easements of record as noted in Liber 972, Pages 109, 115 and 119, and Liber 978, Page 448; and power line easements of record as noted in Liber 121 MR, Page 275, all in the Muskegon County, Michigan records. Under date of February 28, 1997, Ms. Jane E. Hardisty, a Line Officer of the NRCS, has certified that the presence of these outstanding third party rights will in no way interfere with the purposes and intent of this easement acquisition nor will they impair or diminish the value to be paid for said easement.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described in EXHIBIT A, and depicted generally on EXHIBIT A-1, both of which are appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights to economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management Activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, locate and mark the boundary, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through the NRCS may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree with this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any). None

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specially allowed or that is inconsistent with the purposes of this easement deed.

Dated this 24 day of March, 1997.

Witness(es):

[Signature]  
APRIL J. FRANCE  
[Signature]  
CHERYL JETT  
[Signature]  
APRIL J. FRANCE  
[Signature]  
CHERYL JETT  
[Signature]  
APRIL J. FRANCE  
[Signature]  
CHERYL JETT  
[Signature]  
APRIL J. FRANCE  
[Signature]  
CHERYL JETT

Landowners:

[Signature]  
DAVID WORKMAN  
[Signature]  
MADELYN WORKMAN  
[Signature]  
WILLIAM J. WORKMAN  
[Signature]  
MARCIA WORKMAN \*a/k/a Marcia A. Workman

Acknowledgment

STATE OF Michigan )  
COUNTY OF Muskegon ) SS

The foregoing instrument was acknowledged before me this 24th day of March, 1997, by DAVID WORKMAN and MADELYN WORKMAN, husband and wife.

[Signature]  
SUSAN S. BLAKE  
Notary Public  
SUSAN S. BLAKE  
NOTARY PUBLIC - MUSKOGON COUNTY, MI  
MY COMMISSION EXPIRES 11/13/00



My Commission Expires:  
SUSAN S. BLAKE  
NOTARY PUBLIC - MUSKOGON COUNTY, MI  
MY COMMISSION EXPIRES 11/13/00

[Signature]  
1997 MAR 19 PM 9:27

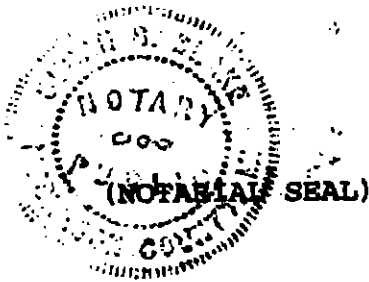
Acknowledgment

STATE OF Michigan )  
COUNTY OF Muskegon ) SS

The foregoing instrument was acknowledged before me this 24th day of March, 1997, by WILLIAM J. WORKMAN and MARCIA WORKMAN, husband and wife. \*a/k/a Marcia A. Workman B.W.W. 1/21

Susan S. Blake

Notary Public



My Commission Expires:

SUSAN S. BLAKE  
NOTARY PUBLIC - MUSKEGON COUNTY, MI  
MY COMMISSION EXPIRES 11/13/00

ENV

Prepared By: Michael J. Danaher, Office of General Counsel,  
310 West Wisconsin Avenue, Milwaukee, Wisconsin

This instrument was drafted by the Office of the General Counsel,  
U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office (IRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 9578-0013), Washington, DC. 20503.

EASEMENT DESCRIPTION EXHIBIT A (Rev. 12-11-96)

S. Workman & Sons Contract No. 66-5D21-5-76  
 Sections 4 & 9, Township 9 North, Range 16 West, Muskegon Co.

That part of the North 1/2 of Section 9 and the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 9 North, Range 16 West, beginning at the Northeast corner of Section 9, thence due south a distance of 935.0 feet, thence North 55 degrees 54 minutes West a distance of 673.9 feet, thence North 73 degrees 21 minutes West a distance of 144.0 feet, thence South 84 degrees 30 minutes West a distance of 117.5 feet, thence South 61 degrees 23 minutes West a distance of 1139.1 feet, thence South 65 degrees 39 minutes West a distance of 183.3 feet, thence South 65 degrees 40 minutes West a distance of 416.9 feet, thence due West a distance of 289.2 feet to the North South 1/4 Line, thence due South a distance of 130.8 feet, thence South 65 degrees 40 minutes West a distance of 60.4 feet, thence South 79 degrees 38 minutes West a distance of 934.3 feet, thence South 66 degrees 28 minutes West a distance of 923.8 feet, thence North 43 degrees 56 minutes West a distance of 292.5 feet, thence due East a distance of 44.0 feet, thence North 26 degrees 03 minutes West a distance of 352.9 feet, thence due West a distance of 49.0 feet, thence North 28 degrees 14 minutes East a distance of 50.6 feet, thence North 0 degrees 54 minutes East a distance of 187.4 feet, thence due East a distance of 19.1 feet, thence due North a distance of 132.0 feet, thence due East a distance of 820.0 feet, thence due North a distance of 556.5 feet, thence due East a distance of 53.9 feet, thence South 55 degrees 36 minutes East a distance of 133.4 feet, thence South 31 degrees 44 minutes East a distance of 203.5 feet, thence South 70 degrees 14 minutes East a distance of 115.8 feet, thence due South a distance of 115.9 feet, thence due East a distance of 165.0 feet, thence due North a distance of 110.8 feet, thence North 54 degrees 53 minutes East a distance of 65.5 feet, thence due East a distance of 59.4 feet, thence due North a distance of 17.7 feet, thence North 79 degrees 52 minutes East a distance of 300.7 feet, thence North 08 degrees 24 minutes East a distance of 246.5 feet, thence North 52 degrees 37 minutes East a distance of 43.9 feet, thence due East a distance of 98.2 feet, thence due North a distance of 75.0 feet, thence North 52 degrees 37 minutes East a distance of 37.8 feet, thence due South a distance of 81.4 feet, thence due East a distance of 99.0 feet, thence due South a distance of 330.0 feet, thence due East a distance of 66.0 feet, thence due North a distance of 405.2 feet, thence due East a distance of 54.0 feet, thence North 21 degrees 24 minutes East 153.5 feet, thence North 48 degrees 37 minutes East a distance of 229.2 feet, thence North 83 degrees 30 minutes East a distance of 253.6 feet, thence South 79 degrees 13 minutes East a distance of 127.2 feet, thence South 28 degrees 38 minutes East a distance of 60.5 feet, thence South 82 degrees 12 minutes East a distance of 111.0 feet, thence North 88 degrees 43 minutes East a distance of 87.0 feet, thence North 65 degrees 09 minutes East a distance of 145.5 feet, thence North 16 degrees 16 minutes East a distance of 96.4 feet, thence due East a distance of 285.0 feet, thence due North a distance of 142.0 feet, thence South 85 degrees 14 minutes East a distance of 640.2 feet, thence North 64 degrees 06 minutes East a distance of 770.4 feet, thence South 01 degree 29 minutes West a distance of 425.3 feet to the point of beginning. Containing a total of 98.0 acres more or less and also subject to any easements, reservations and restrictions of record.

Parcel #61- 61 - 16 - 09 - 200 - 004

Parcel #61-  
 Part of 61-16-09-200-015

Exhibit A  
 Page 1 of 1

Parcel #61-  
 Part of 61-16-09-100-035



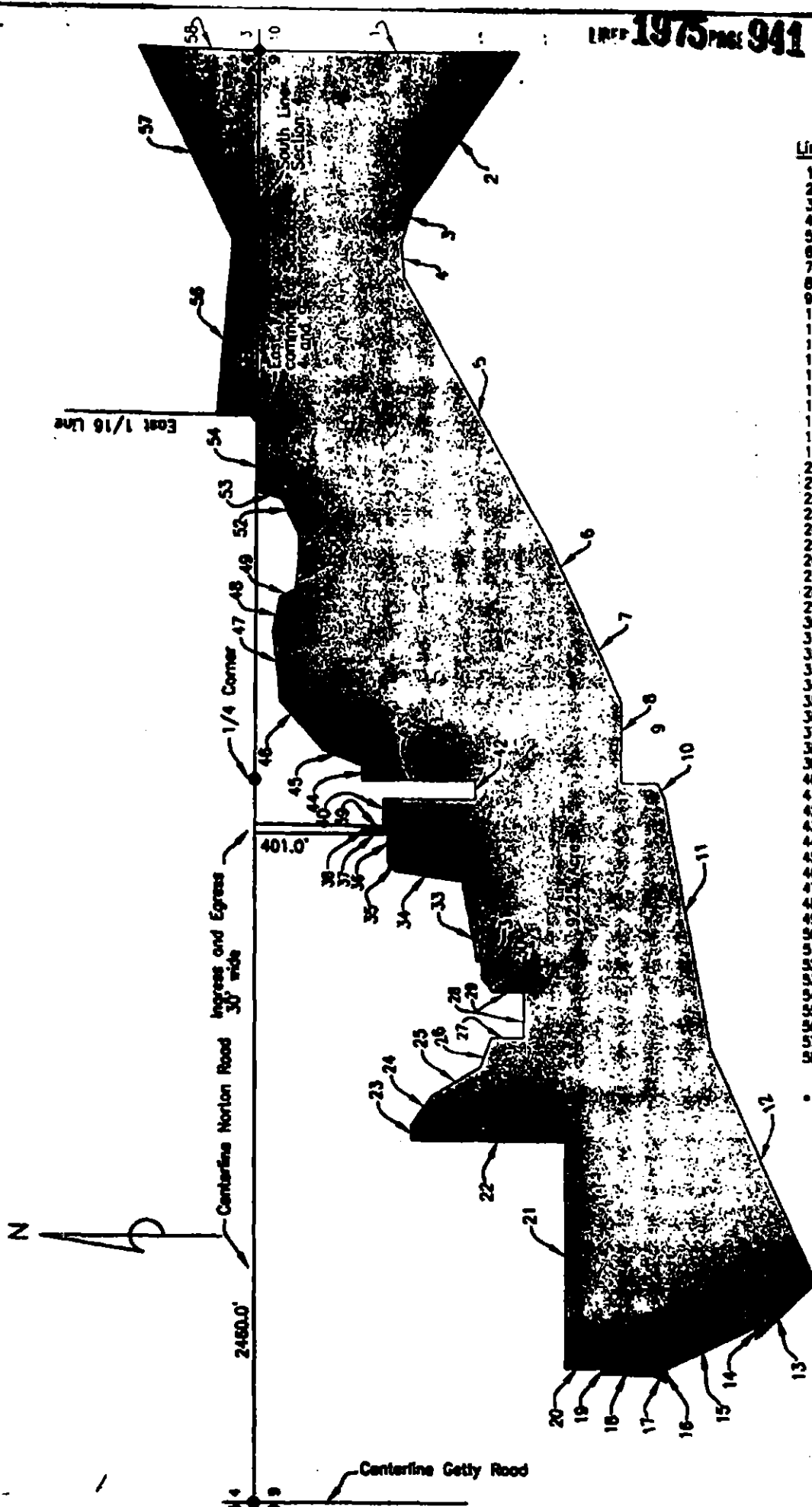
TRAVERSE TABLE

Line	Distance	Bearing
1	935.0	due South
2	673.9	N55°34'W
3	144.0	N73°21'W
4	117.8	S84°30'W
5	1139.1	S81°23'W
6	183.3	S85°38'W
7	416.9	S83°40'W
8	289.2	due West
9	130.8	due South
10	60.4	S85°40'W
11	934.3	S79°38'W
12	923.8	S68°28'W
13	292.5	N43°56'W
14	44.0	due East
15	352.8	N26°03'W
16	49.0	due West
17	50.6	N28°14'E
18	187.4	N05°4'E
19	19.1	due East
20	132.0	due North
21	820.0	due East
22	556.5	due North
23	53.9	due East
24	133.4	S55°36'E
25	203.5	S31°44'E
26	115.8	S70°14'E
27	115.8	due South
28	165.0	due East
29	110.8	due North
30	69.5	N54°33'E
31	59.4	due East
32	17.7	due North
33	300.7	N79°52'E
34	248.5	N08°24'E
35	43.9	N52°37'E
36	98.2	due East
37	75.0	due North
38	37.8	N52°37'E
39	81.4	due South
40	99.0	due East
41	330.0	due South
42	68.0	due East
43	405.2	due North
44	54.0	due East
45	153.5	N21°24'E
46	229.2	N48°37'E
47	253.8	N83°30'E
48	127.2	S78°15'E
49	60.5	S28°38'E
50	111.0	S82°12'E
51	87.0	N88°43'E
52	145.5	N85°09'E
53	98.4	N18°18'E
54	285.0	due East
55	142.0	due North
56	640.2	S85°14'E
57	770.4	N84°0'E
58	425.3	S01°29'W

\* To The North South 1/4 Line

Legend

Welland Easement



Wetland Reserve Program Easement Sign-Up

United States Department of Agriculture - Natural Resources Conservation Service

This drawing was prepared by and for administrative use by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) on agency of the United States Government for use in administering the Federal Wetlands Reserve Program (WRP). THIS IS NOT A SURVEY PLAT AND NOT INTENDED FOR USE AS A SURVEY PLAT.

County: Muskegon Township: Norton Shores Acres: 98.0±  
 Township: T9N Range: R16W Section Nos. 4, 9

Drawn by: Lori Wilson  
 Date: 11-29-96  
 Checked by: Tom Bourdon  
 Date: Rev. 12-11-96

Filename: Wrkms5.dwg  
 Exhibit A-1  
 Contract No. 66-5D21-5-76  
 Cooperator: S. Workman and Son

LDEP 1975 PAGE 942

**INGRESS AND EGRESS DESCRIPTION EXHIBIT B**  
(Rev. 12-11-96)

S. Workman & Sons Contract No. 66-5D21-5-76  
Sections 4 & 9, Township 9 North, Range 16 West, Muskegon Co.

Appurtenant access to the WRP Conservation Easement Area that is described in Exhibit A and shown in Exhibit A-1 is over and across a parcel 30 foot wide, the centerline of which is described as beginning approximately 2460 feet east of the intersection of Norton Road and Getty Road, Section 9, Township 9 North, Range 16 West, Muskegon County, thence southly from Norton Road approximately 408 feet to the boundary of the WRP Conservation Easement Area.

Exhibit B  
Page 1 of 1