

STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORD
17 JAN 2003 4:26:59 PM
PEGGY HAINES
REGISTER OF DEEDS

28-03-111-001-00
28-03-111-022-00
Parcel # 28-03-114-001-00 By BK
STATE OF MICHIGAN, County of Grand Traverse, at Traverse City, 12-30-02, I hereby
certify that there are no Tax liens or Titles held by the State of any individual against the within
description, and all taxes on same are paid for five years previous to the date of the instrument as appears
by the records in my office. This does not cover taxes in the process of collection by
Township, City or Village Grand Traverse County, Treasurer

B. S. [Signature]

**CONSERVATION EASEMENT
Camp Greilick**

DATE: DECEMBER 30, 2002

OWNER: Rotary Camps and Services of Traverse City, a Michigan non-profit corporation, 250 East Front Street, Suite 320, Traverse City, Michigan 49684, as Trustor and Trustee of the Rotary Camps and Services of Traverse City Trust for the Benefit of Scenic Trails Council, Inc., Boy Scouts of America (Trust) -
and,
Scenic Trails Council, Inc. Boy Scouts of America, of Traverse City, Michigan, as the Trust Beneficiary

CONSERVANCY: Grand Traverse Regional Land Conservancy, a Michigan non-profit corporation, 3860 North Long Lake Road, Suite D, Traverse City, MI 49684

For Purposes of this Conservation Easement, the OWNER, and all subsequent Owners of the subject Property, will be referred to as the "Owner" throughout this Conservation Easement. The Grand Traverse Regional Land Conservancy will be referred to as the "Conservancy" throughout this Conservation Easement.

PROPERTY: See Exhibit A. The Property consists of three parcels, which on execution and for purposes of this Conservation Easement are deemed to be one entire parcel.

CONVEYANCE: The Owner conveys and warrants to the Conservancy a perpetual Conservation Easement over the Property. The scope of the Conservation Easement is set forth in this agreement. This conveyance is a gift from the Owner to the Conservancy. Accordingly, this is exempt from Transfer Tax pursuant to MCL 207.505(a) and 207.523(a).

THE OWNER AND THE CONSERVANCY AGREE TO THE FOLLOWING:

- 1. **PURPOSES OF THIS CONSERVATION EASEMENT.**
 - A. This Conservation Easement assures that the Property will be perpetually preserved in its predominately natural, scenic, forested, and open space

condition. The Purpose of this Conservation Easement is to protect the Property's natural resource and watershed values; to maintain and enhance biodiversity; to retain quality habitat for native plants and animals, and to maintain and enhance the natural features of the Property. Any uses of the Property which impair or interfere with the Conservation Values are expressly prohibited, except for those activities specifically permitted herein.

- B. The Owner is the fee simple title owner of the Property, subject to the provisions of the Trust, and is committed to preserving the Conservation Values of the Property. The Owner agrees to confine use of the Property to activities consistent with the Purposes of this Easement and the preservation of the Conservation Values.
 - C. The Conservancy is a qualified holder of this Conservation Easement and is committed to preserving the Conservation Values of the Property and is committed to upholding the terms of this Conservation Easement. The Conservancy is a tax-exempt, nonprofit Michigan Corporation qualified under Internal Revenue Code Sections 501(c)(3) and 170(h)(3) and 170(h)(4)(ii) and (iii); and under the Conservation and Historic Preservation Easement, Sub Part 11 of Part 21 of Natural Resources and Environmental Protection Act, MCL §§ 324.2140 et seq. The Conservancy protects natural habitats of fish, wildlife, plants, and the ecosystems that support them. The Conservancy also preserves open spaces, including farms and forests, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit.
 - D. The parties of the Owner, Rotary Camps and Services of Traverse City, and the Scenic Trails Council, Inc. Boy Scouts of America, continue to acknowledge and agree to the terms of the Amended Declaration of Trust, dated November 26, 1996 of The Rotary Camps and Services of Traverse City Trust for the Benefit of Scenic Trails Council, Inc., Boy Scouts of America. The parties of the Owner hereby agree that the conveyance of this perpetual Conservation Easement compliments and strengthens certain land preservation provisions of the Trust and that the Trust is subordinate to the terms of this Conservation Easement.
2. **CONSERVATION VALUES.** The Property possesses natural scenic, open space, scientific, biological, and ecological values of prominent importance to the Owner, the Conservancy, and the public. These values are referred to as the "Conservation Values" in this Easement. The Conservation Values include the following:
- A. The Property offers a scenic panorama visible to the public from publicly accessible sites, such as, Hobbs Highway, Scout Camp Road, and Ranch Rudolf Road, which would be adversely affected by modifications of the natural habitat.
 - B. There is a reasonable possibility that the Conservancy may acquire other valuable property rights in nearby or adjacent properties to expand the Conservation Values preserved by this Conservation Easement.
 - C. The State of Michigan has recognized the importance of protecting our natural resources as delineated in the Constitution of State of Michigan; 1963, 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.

- D. 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:
- Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, aka "Section 404" Clean Water Act.);
 - Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 *et seq.*;
 - Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Act - MCL §§ 324.30301 *et seq.*; (Legislative Findings MCL § 324.30302);
 - Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.30101 *et seq.*;
 - Soil Conservation, Erosion, and Sedimentation Control, Parts 91 & 93 of Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.9101 *et seq.*; 324.9301 *et seq.*; (Legislative Policy § 324.9302);
- E. The Property includes significant natural habitat in which fish, wildlife, plants or ecosystems which support them thrive in a natural state.
- F. The Property includes valued wetlands, as described in the Wetland Protection Act, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 *et seq.*
- G. The Property includes sustainable habitat for diverse vegetation, birds, fish and terrestrial animals.
- H. The Property includes a diversity of plant and animal life in a range of habitats.
- I. The Property contains natural wetland areas that provide habitat for aquatic invertebrates, reptiles, amphibians, and aquatic and/or emergent vegetation.
- J. The Property includes valued native forest land, which includes diverse native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs.
- K. The Property provides important natural land within the watershed of the Boardman River. Protection of the Property in its natural and open space condition helps to ensure the quality and quantity of water resources for the Grand Traverse region.
- L. The Property has a significant amount of undeveloped frontage on Bass Lake, Spider Lake, and Rennie Lake.
- M. Proximity to the following conserved properties which similarly preserve the existing natural habitat:
- State of Michigan Forest Land
 - East Creek Reserve (Conservation Easement held by the Grand Traverse Regional Land Conservancy)
 - Camp Arbutus (Conservation Easement held by the Grand Traverse Regional Land Conservancy)
- N. Preservation of the Property enables the Owner to integrate the Conservation values with other neighboring lands.
3. **BASELINE DOCUMENTATION.** Specific Conservation Values of the Property will be documented in a natural resource inventory signed by the Owner and the Conservancy.

This "Baseline Documentation Report" consists of maps, a depiction (including size) 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 this natural resources inventory, the Baseline Documentation Report, will be an accurate representation of the Property at the time of this donation.

4. **PERMITTED USES.** The Owner retains all ownership rights which are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

- A. Right to Convey. The Owner retains the right to sell, lease, mortgage, bequeath, or donate the Property. Any conveyance will remain subject to the terms of the Conservation Easement and all subsequent Owners are bound by all obligations in this agreement.
- B. Right to Divide Property. The Owner retains the right to divide and convey only those portions of the Property designated as Recreational Area on the Baseline Documentation Map and located in the South Half of Section 11 and Section 14, T.26N. R.10W. Said divisions and conveyances shall be in 75-acre parcels or larger.

Upon the initial conveyance of any parcel of the Property, the Owner shall make a stewardship endowment contribution to the Conservancy in an amount considered common and standard by the Conservancy for such an endowment. The Conservancy shall utilize their standard method of calculating the appropriate amount.

Any conveyance will remain subject to the terms of the Conservation Easement and all subsequent Owners are bound by all obligations in this agreement.

- C. Right to Maintain and Replace Existing Structures. The Owner retains the right to maintain, renovate, and replace the existing structures as noted in the Baseline Documentation Report in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure, except as may be required for health, safety, and other applicable building codes, and must conform with the Long-term Expansion and Construction Restrictions noted in paragraph 4.D.1.e. below. Prior to beginning renovation or replacement of the existing structures, the Owner will provide a written plan to the Conservancy for the Conservancy's review and approval. Such approval shall not be unreasonably withheld.
- D. Right to Add, Maintain, and Replace Designated Structures. The Owner retains the right to construct, and then subsequently maintain, and replace structures on the Property subject to the following restrictions:
1. Restrictions. In order to preserve the forested and scenic character of the Property and to protect the other Conservation Values of the Property the following restrictions apply to the construction or placement of additional structures:

- a. The color, and character of structures or buildings must remain consistent with the character, and earth tone colors of the existing structures or buildings as shown in the Baseline Documentation Report.
- b. Structures or Buildings must be contained within the areas designated as Camp Areas on the Baseline Documentation Map.
- c. Structures or Buildings shall not be constructed upon or encroach within the areas designated as Riparian Areas or Wetlands on the Baseline Documentation Map.
- d. The removal of trees necessary for construction or placement of structures within the Camp Areas shall be limited to those trees that are directly in the "footprint" or land surface area of the structure to be built. Removal of any other trees in the Camp Area is permitted only under the conditions set forth in paragraph 4.E.1.
- e. Long-term Expansion and Construction Restrictions. As noted in Section 3, Baseline Documentation Report will include a depiction of the size of all existing human-made features (i.e. structures) at the time of the this donation. This depiction will include the land surface area measurements of all structures on the Property. The Owner retains the right to expand existing structures, as noted in paragraph 4.C. and construct additional structures as specified in paragraph 4.D., provided that all future expansion and additional construction does not result in more than a one-hundred percent (100%) expansion of the land surface area of the existing structures at the time of this donation.

At the time of the conveyance of this Conservation Easement, the land surface area of all the existing structures (including buildings and paved parking areas) on the Property is 85,300 square feet. Therefore, the land surface area of all future expansions and additional construction shall not exceed 85,300 square feet and the aggregate land surface area of all structures, both existing and future, shall never exceed 170,600 square feet.

At least thirty (30) days prior to initiating any proposed construction the Owner shall deliver a written plan identifying the location of the building footprint and the location and number of trees to be removed for Conservancy review and approval. Also, at least thirty (30) days prior to initiating any proposed construction the Owner must install stakes identifying the location of the buildings/structures and mark trees that are to be removed to allow the Conservancy to confirm the location of the building(s)/structure(s) within the designated Camp Area and the extent of tree removal. The Conservancy's approval may not be unreasonably withheld.

- E. Right to Cut Vegetation and Conduct Forestry Activities. The Owner retains the

right to cut vegetation and conduct the following forestry activities on the Property as follows:

1. **Dangerous or diseased trees.** Cutting or removing trees or other vegetation is permitted under the following conditions:
 - a. to remove dangerous trees;
 - b. to remove trees in order to reduce a natural threat of infestation posed by diseased vegetation (as documented by a professional forester or other natural resource specialist and as approved by the Conservancy); or,
 - c. to control invasive non-native plant species that endanger the health of native species.

2. **Forest Management.** Forest management for the growth and harvest of trees is permitted on the Property, except in the areas designated as Wetlands and Riparian Areas on the Baseline Documentation Map, if it is conducted in accordance with the following criteria:
 - a. it is undertaken with the following goals:
 - i. maintenance of the forested character of the Property for scenic and habitat values; and,
 - ii. conservation of native plant and animal species.
 - iii. maintenance or improvement of soil productivity;
 - iv. protection of water quality, wetland, and riparian zones;
 - b. it is in accordance with a Forest Management Plan prepared by a Professional Forester or other qualified natural resources specialist.
 - c. it is undertaken in a manner not detrimental to the Conservation Values of the Property.
 - d. it is in compliance with the standards set forth in the then current Best Management Practices, as outlined in "Water Quality Management Practices on Forest Land," (1994) Michigan Department of Natural Resources, and in accordance with the recommendations in "Riparian Forest Buffers," (Welsch, 1991) Forest Resources Management, USDA Forest Service, Radnor, PA, NA-PR-07-91, or similar successor publications approved by the Conservancy.

Forest Management Plan. The Forest Management Plan (or Forest Management Section of a General Management Plan) must be prepared prior to any management activities or harvesting, updated at least every fifteen (15) years, and shall be provided to the Conservancy. The Conservancy shall have sixty (60) days from receipt of the Forest Management Plan to review and either approve or notify the Owner of any deficiencies in the Plan that relate to protecting the Conservation Values of the Property. The Conservancy's approval may be withheld only upon a reasonable determination by the Conservancy that the proposed action(s) would be inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.

Notice of Commercial Harvest. The Owner shall provide the Conservancy with a written Notice of Harvest at least 30 days prior to commencement of harvesting activities and upon completion, including required reclamation work, which Notice shall include the location of the harvest, contemplated dates, a cutting plan, a plan for ingress and egress, and a summary of activities and practices intended to achieve compliance with the requirements of this paragraph. Timber harvesting shall be conducted under a written contract with competent operators, which contract shall specify relevant requirements for compliance with this Conservation Easement.

- F. Right to Conduct Ecological Restoration. The Owner 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. Such activities shall be conducted pursuant to an Ecological Restoration Plan (or Ecological Restoration Section of a General Management Plan) prepared by a qualified natural resources professional prior to any restoration activities, and provided to the Conservancy for review and approval. The Conservancy shall have thirty (30) days from receipt of the Ecological Restoration Plan to review and either approve or notify the Owner of any deficiencies in the Plan that relate to protecting the Conservation Values of the Property. The Conservancy's approval may be withheld only upon a reasonable determination by the Conservancy that the proposed action(s) would be inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.
- G. Right to Clear Vegetation for Trails and Primitive Camping: Right to Construct Trail Structures. The Owner retains the right to add and maintain trails (by removing groundcover and shrubs and trimming tree branches) on the Property, for low-impact pedestrian and equestrian use provided such removal and trimming does not adversely impact the Conservation Values of the Property. Trails shall not exceed six (6) feet in width. Also, the Owner retains the right to remove and trim small amounts of groundcover and shrubs for the purpose of low-impact camping-sites provided such removal and trimming does not adversely impact the Conservation Values of the Property. Said removal and trimming does not include the right to remove trees, unless otherwise permitted under paragraphs 4.E.1. and 4.E.2. herein.
- The Owner retains the right to add and maintain trail structures such as benches and fencing. Fencing outside of any oil or gas well pads shall be constructed in a manner that does not impede wildlife movement on or across the Property.
- H. Right to Manage Vegetation within the Common Use Area. In the area designated as Common Use Area on the Baseline Documentation Map the Owner retains the right to remove, trim, and otherwise manage vegetation.
- I. Right to Exploit Subsurface Mineral Resources. The Owner retains the right to explore, by geophysical or other methods, to drill, operate and produce oil, gas and other hydrocarbons, to lay pipelines, maintain roads, grant easements, erect

tanks and other structures for the purpose of extracting oil, gas and hydrocarbons from the Property.

Within two years from plugging and abandonment of a well-site or removal of tanks or other structures, the well site(s) or the locations of where structures existed shall be restored through the planting of native species. Said restoration shall occur regardless of any speculation that the well-site/location may be used again for further gas and oil extraction/use in the future, to prevent non-native, invasive plant species from colonizing the well-site.

- J. Right to Construct and Maintain Wildlife Hunting and Viewing Blinds. The Owner retains the right to construct and place blinds on the Property for the purpose of hunting and viewing wildlife. Blinds shall not have a foundation constructed with concrete or other permanent materials. The Owner may erect permanent tree stands that are constructed from wood or tree stands that are portable and non-permanent made from any material that is common or standard for these devices. Along with this right, the Owner retains the right to trim branches less than or equal to one (1) inch in diameter for the purpose of creating shooting/viewing lanes.
- K. Right to Operate Motorized Vehicles. The Owner retains the right to operate motorized vehicles on the Property on the established driveways, trails, and parking areas indicated in the Baseline Documentation Report. The Owner also retains the right to operate motorized vehicles off-road on the Property for the purpose of achieving the permitted maintenance/management uses described herein.
- L. Right to Place Signs. The Owner retains the right to place signs on the Property for the following purposes:
1. To disclose any of the following information:
 - The name and address of the Property.
 - The owner's name.
 - That the area is protected by this Conservation Easement.
 - That any unauthorized entry or use is prohibited.
 - That the Property is for sale or rent.
 2. To mark and interpret trails and natural features on the Property.
 3. To warn of risk, safety or security precautions.
 4. To note use restrictions or similar matters.
 5. To note what may be customary or appropriate regarding the use of the property as a camp or other outdoor education or recreation area.

In order to maintain the scenic Conservation Values of the Property protected by this Conservation Easement, the placement of any other signs on the Property requires prior written Conservancy approval.

5. **PROHIBITED ACTIONS.** Any activity on or use of the Property which is inconsistent with the Purposes of this Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:

- A. Division. Any division or subdivision of the Property is prohibited, except as specified in paragraph 4.B.
- B. Commercial Activities. Any commercial activity on the Property is prohibited, except as associated with forest management practices as specified in paragraph 4.E., mineral extraction activities as specified in paragraph 4.I., and short-term leases (less than 31 days) for the use of the structures on the Property.

Other commercial activities are restricted to the area designated as Camp Area on the Baseline Documentation Map and subject to Conservancy approval. The Conservancy's approval may be withheld upon a reasonable determination by the Conservancy that the proposed commercial activities would be inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.

- C. Industrial Activities. All industrial activity on the Property is prohibited.
- D. Construction. The placement or construction on the Property of any man-made modification, such as buildings, structures, fences, bridges, dams, broadcast towers, roads and parking lots is prohibited, except as specified in paragraphs 4.C., 4.D., 4.E., 4.F., 4.G., 4.I., 4.J., 4.K., and 4.L.
- E. Cutting Vegetation. Cutting down or otherwise destroying or removing trees or other vegetation whether living or dead is prohibited, except as specified in paragraphs 4.D., 4.E., 4.F., 4.G., 4.H., 4.I., and 4.J.
- F. Land Surface Alteration. Any mining or alteration of the surface of the land is prohibited, including any substance that must be quarried or removed by methods that will consume or deplete the surface estate, including, but not limited to, the removal of topsoil, sand, gravel, rock, and peat. In addition, exploring for, developing, and extracting oil, gas, hydrocarbons, or petroleum products is prohibited, except as specified in paragraph 4.I.
- G. Dumping. Processing, storage, dumping, or disposal of liquid or solid waste, refuse, or debris on the Property is prohibited, except for the following:
1. human waste disposed in a properly designed and authorized human waste system or vault-type toilet system (pending its periodic removal);
 2. non-hazardous waste generated by the use of the Property pending its frequent and periodic removal;
 3. organic waste (such as leaves, wood chips, brush) generated from general maintenance of the Property. Disposal methods of organic waste may include burning or composting. Disposal of organic waste is prohibited in areas designated as Riparian Areas and Wetlands on the Baseline Documentation Map.
- H. Water Course Alteration. Natural water courses, lakes, wetlands, or other bodies of water may not be altered, except for the installation of erosion control structures or other restoration measures as approved by the Conservancy pursuant to an Ecological Restoration Plan, as specified in paragraph 4.F.

- I. Off-Road Recreational Vehicles. Motorized off-road vehicles such as, but not limited to, dune buggies, all-terrain vehicles, and motorcycles may not be operated off of designated roads on the Property, except as specified in paragraph 4.K.
 - J. Signs and Billboards. Billboards are prohibited. Signs are only permitted as specified in paragraphs 4.L. and 6.D.
6. **RIGHTS OF THE CONSERVANCY**. The Owner confers the following rights upon the Conservancy to perpetually maintain the Conservation Values of the Property:
- A. Right to Enter. The Conservancy has the right to enter the Property at reasonable times to monitor the Conservation Easement Property. Furthermore, the Conservancy has the right to enter the Property at reasonable times to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. The Conservancy may not, however, unreasonably interfere with the Owner's use and quiet enjoyment of the Property. The Conservancy has no right to permit others to enter the Property.
 - B. Right to Preserve. The Conservancy has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.
 - C. Right to Require Restoration. The Conservancy has the right to require Restoration of the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement.
 - D. Signs. The Conservancy has the right to place signs on the Property which identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Owner's approval.
7. **CONSERVANCY REMEDIES**. This section addresses cumulative remedies of the Conservancy and limitations on these remedies.
- A. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of the Conservancy's right to enforce the terms of this Conservation Easement.
 - B. Acts Beyond Owner's Control. The Conservancy may not bring an action against the Owner for modifications to the Property resulting from causes beyond the Owners' control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or an Owner's well-intentioned actions in response to an emergency resulting in changes to the Property. The Owner has no responsibility under this Conservation Easement for such unintended modifications.
 - C. Notice and Demand. If the Conservancy reasonably believes that the Owner is in violation of this Conservation Easement, or that a violation is threatened, the

Conservancy shall provide written notice to the Owner. The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, outline the corrective action necessary to restore the Property.

However, if the Conservancy determines, at its sole discretion, that the violation constitutes immediate and irreparable harm, no written notice is required prior to the Conservancy pursuing its legal remedies to prevent or limit harm to the Conservation Values of the Property. Furthermore, in the event the Conservancy sent written notification of the violation and during the 28-day cure period defined below, the violation constitutes immediate and irreparable harm, the Conservancy may pursue its legal remedies without waiting for the cure period to expire.

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

- D. Failure to Act. If, within 28-days after written notice, the Owner does not implement corrective measures requested by the Conservancy, the Conservancy may bring an action in law or in equity to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, or if an Owner is unable to be notified, the Conservancy may invoke these same remedies without notification and/or awaiting the expiration of the 28-day period.

The Conservancy 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 the Owner to restore the Property. If the court determines that the Owner has failed to comply with this Conservation Easement, the Owner shall also reimburse the Conservancy for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Conservancy.

- E. Unreasonable Litigation. If the Conservancy initiates litigation against the Owner to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Conservancy to reimburse the Owner's reasonable costs and reasonable attorney's fees in defending the action.
- F. Actual or Threatened Non-Compliance. The Conservancy's rights under this Paragraph, Conservancy Remedies, apply equally in the event of either actual or threatened violations of the terms of this Easement. The Owner agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that the Conservancy shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may be entitled, including specific performance of the terms of this

Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

- G. Cumulative Remedies. The preceding remedies of the Conservancy are cumulative. Any, or all, of the remedies may be invoked by the Conservancy if there is an actual or threatened violation of this Conservation Easement.

8. CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND US TREASURY REGULATIONS.

- A. This Conservation Easement is created pursuant to the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act (NREPA) - MCL §§ 324.2140 *et seq.*
- B. This Conservation 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.
- C. The Conservancy is qualified to hold conservation easements pursuant to the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act (NREPA) - MCL §§ 324.2140 *et seq.*, and under IRC Section 170(h)(3), to wit: a publicly funded, non-profit 501(c)(3) organization operated primarily to accept lands and easements for the purpose of preserving and protecting natural, scenic, educational, recreational, and open space values of real property; and having a commitment to protect the Conservation Purposes of this Conservation Easement, and the resources to enforce the restrictions hereof.

9. **OWNERSHIP COSTS AND LIABILITIES.** In accepting this Conservation Easement, the Conservancy shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property. The Conservancy's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act. The Conservancy, its members, trustees or directors, officers, employees, and agents have no liability arising from injury or death to any person or physical damage to any property on the Property. The Owner agrees to defend the Conservancy against such claims during the tenure of the Owner's ownership of the Property.

10. **CESSATION OF EXISTENCE.** If the Conservancy shall cease to exist or if it fails to be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3), or if the Conservancy is no longer authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another entity. This entity shall be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3). The Conservancy's rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.

11. **TERMINATION.** This Conservation Easement may be extinguished by exercise of eminent domain.
12. **LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Code MCL 324.2140 *et seq.*
13. **NOTICES.** For purposes of this agreement, 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 agreement, or at last known address of a party) by First Class mail. All notices shall be deemed to have been duly given when hand delivered or when deposited, properly addressed, with the US Postal Service with sufficient pre-paid postage.
14. **SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
15. **SUCCESSORS.** This Conservation Easement is binding upon, and inures to the benefit of, the Owner's and the Conservancy's successors in interest. All subsequent Owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the current property owner.
16. **TERMINATION OF RIGHTS AND OBLIGATIONS.** A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.
17. **MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan Law.
18. **EXHIBIT.** This Conservation Easement includes, and incorporates herewith, the following Exhibit:
 - A. Exhibit A – Legal Description
 - B. Exhibits B & C – Baseline Documentation Maps
19. **ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

Rotary Camps and Services of Traverse City / OWNER:

Marsha J. Smith
By: Marsha J. Smith
Its: Executive Director

STATE OF MICHIGAN)
GRAND)Ss.
COUNTY OF TRAVERSE)

Acknowledged before me on this 23rd of December, of 2002, by Marsha J. Smith, known to me to be the Executive Director of Rotary Camps and Services of Traverse City.

Patrick J. Wilson
Notary Public Patrick J. Wilson
Grand Traverse County, Michigan
My commission expires: 2/7/05

Scenic Trails Council, Inc., Boy Scouts of America / OWNER:

Thomas C. Stoeber
By: Thomas C. Stoeber
Its: Scout Executive

STATE OF MICHIGAN)
Grand)Ss.
COUNTY OF Grand Traverse)

Acknowledged before me on this 23 of December, of 2002, by Thomas C. Stoeber, known to me to be the Scout Executive of the Scenic Trails Council, Inc., Boy Scouts of America.

Larry Lee Jr
Notary Public Larry Lee Jr
Kal Mask County, Michigan -acting in Grand Traverse
My commission expires: May 18, 2004

Grand Traverse Regional Land Conservancy / CONSERVANCY:

Wayne J. Kladder
By: Wayne J. Kladder
Its: Chair

STATE OF MICHIGAN)
Grand)Ss.
COUNTY OF Traverse)

Acknowledged before me on this 30th of December, of 2002, by Wayne J. Kladder, known to me to be the Chair of the Grand Traverse Regional Land Conservancy.

BIRGIT D. YETTER, NOTARY PUBLIC
Grand Traverse County, MI
My Commission Expires 06/27/2005

Birgit D. Yetter
Notary Public
Grand Traverse County, Michigan
My commission expires: 6/27/2005

PREPARED BY and AFTER RECORDING RETURN TO:
Matthew McDonough, Grand Traverse Regional Land Conservancy
3860 North Long Lake Road, Suite D, Traverse City, MI 49684

SEND TAX BILL TO:
Owner

EXHIBIT A

Land situated in the Township of East Bay, County of Grand Traverse, and State of Michigan, and described as follows:

The north half of the Northeast quarter of Section 14; the Southeast quarter of Section 11; and the East half of the Southwest quarter, the South half of the Northeast quarter, Lot 3, and the East half of the Northwest quarter of the Northeast quarter of said Section 11; all in Town 26 North, Range 10 West, containing 460 acres of land, more or less.

Also: That part of Government Lot 3, Section 12, Town 26 North, Range 10 West, more fully described as follows: Beginning at the West quarter post of said Section 12; thence North (assumed) on the West Section line, 1,316.42 feet; thence East 775.0 feet to the shore of Rennie Lake; thence South 51° 44' East along said shore 68.02 feet to point of beginning; thence South 7° 12' West, 216.28 feet; thence South parallel with said West Section line, 1,060 feet, more or less, to the East and West quarter line of said Section 12; thence West along said quarter line, 800 feet, more or less, to the West quarter post; thence North along Section line 1,325 feet, more or less, to South shore of cove in Rennie Lake; thence Northeasterly, Easterly and Southeasterly along shore of lake to point of beginning.