

Lot 6208 is subject to the terms of two the attached easements until 2052.

Until that time, the following activities are not allowed:

- Haying, mowing or seed harvesting
- Dumping of refuse, waste or other debris
- Harvesting of wood products
- Draining, dredging or any other such activities
- Diverting surface or underground water
- Building or placing any building or structure on the land
- Planting or harvesting any crop
- Grazing or allowing livestock on the property.

Violations of this easements can cause fines of over \$100,000

If you purchase this property, you can walk on it or hunt on it – no structures can be erected.

According to the USDA National Office, the cost to remove this conservation easement is well over \$163,000 on the first agreement alone.

The plan follows the 2 EASEMENTS

(9M) 23
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DEBT for NATURE CONSERVATION CONTRACT

U.S. DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY

FSA-1951-39
(Proposal 2)

Form Approved OMB No. 0560-0161

CONTRACT NO. 001

THIS CONTRACT RELATED TO REAL PROPERTY is made this 11th day of APRIL, 2002, by and between [*Borrower(s)*]
JOHN M. DECOUDREAUX a single man [*Marital Status*]
25619 76th St. South Haven, MI 49090 [*Residence Address*] in the County/Parish of
VAN BUREN, State of MICHIGAN, (hereafter referred to as the
"Grantor"), and the **United States Department of Agriculture, acting by and through the
Farm Service Agency (FSA), its successors and assigns** (hereafter referred to as the
"Grantee"). The Grantor and the Grantee are jointly referred to as the "Parties".

The Grantor warrants that he, she, or they are the sole owner(s) with marketable title to the contract area and will honor the intentions of the Grantee stated herein and preserve and protect the conservation values of the contract area. Grantor intends to comply with the terms and conditions contained in this document for the use of the contract area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this contract.

Witnesseth:

Authority. This contract related to real property is authorized by Section 349 of the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1997) which authorizes the Secretary of Agriculture, acting by and through the FSA, to enter into contracts on real property for conservation, recreational, historic preservation, and wildlife purposes.



Consideration: Consideration for this contract shall be an amount determined by the FSA which cancels the indebtedness described below:

<i>Amount of Original Note Instrument</i>	<i>Date of Original Note Instrument</i>	<i>Principal Amount Canceled</i>	<i>Interest Amount Canceled</i>
\$200,000.00	5-17-00	\$123,013.31	\$10,585.44

Purposes. It is the purpose of this contract related to real property to restore, protect, manage, maintain, and enhance the functional values of wetlands, uplands, highly erodible lands, historic properties and other eligible lands for conservation, recreation, preservation, and wildlife purposes.

NOW THEREFORE, the Grantor(s) hereby grants and conveys to the Grantee, for 50 years, commencing on the date of this agreement as heretofore provided all rights and interests in the lands comprising the contract area, including rights of access to the contract area, but reserving to the Grantor only those rights, title, and interests listed in Part C. It is the intention of the Grantor to grant and convey for 50 years any and all other rights not so reserved. This contract shall constitute an equitable interest upon the land so encumbered; shall run with the land for 50 years; and shall bind the Grantors, their heirs, successors, assigns, lessees, and any other person claiming under them. This contract will terminate automatically without further action at 11:59 PM on April 11, 2052

SUBJECT, however, to all valid rights of record, if any.

PART A - DEFINITIONS

As used in this contract:

1. **Conservation Plan** - means the "Plan" developed by the Grantee and appropriate parties which describes the schedule of operations and activities required to solve identified natural resource concerns and is technically adequate for achieving the objectives of the contract.
2. **Contract Area** - means the area described in Part B below.
3. **Equitable Interest** - means the rights and interests of ownership which the United States Department of Agriculture holds in the contract area



- 4. **Grantee** - means the United States Department of Agriculture, acting by and through the Farm Service Agency, its successors and assigns.
- 5. **Grantor** - means the Grantor of this contract and the Grantor's successors and assigns.
- 6. **Liquidated damages** - means the damages FSA will suffer in event of a breach of this contract as calculated in Part F (4)(a).
- 7. **Managed timber harvest** - means practices such as pruning or thinning in accordance with a forestry management plan, approved by the Natural Resources Conservation Service, or other approved agency, for the benefit of protecting or enhancing a resource or its habitat.
- 8. **Recreation** - means consumptive and nonconsumptive activities for outdoor enjoyment including, but not limited to, camping, hiking, bird watching, boating, and hunting and fishing in a manner consistent with sound conservation practices.

PART B – DESCRIPTION OF THE CONTRACT AREA

The lands encumbered by this contract, referred to hereafter as the contract area, are described as:
SEE EXHIBIT A

PART C – GRANTOR'S RESERVATIONS

Subject to the Grantee's rights granted by this contract, the Grantor reserves:

- 9. **Title.** Record title, along with the Grantor's right to convey or transfer title to these reserved rights.
- 10. **Control of Access.** The right to prevent trespass and control access by the general public as long as such control does not interfere with the purpose of the contract.
- 11. **Recreational Uses.** The right to enjoyment and those recreational uses of the contract area, specified in the conservation plan, including hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- 12. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the contract area, provided that any drilling or mining activities are to be located outside the boundaries of the contract area and will not have an adverse impact on the contract area.

PART D – GRANTOR'S OBLIGATIONS

The Grantor shall comply with all terms and conditions of this contract, including the following:

- 13. **Prohibitions.** Unless authorized as a compatible use under Part E, the rights to the following activities and uses have been conveyed to the Grantee and are prohibited on the



contract area:

- a. haying, mowing, or seed harvesting for any reason;
 - b. dumping refuse, waste (including hazardous waste), sewage, or other debris;
 - c. harvesting wood products;
 - d. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
 - e. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the contract area by any means;
 - f. building or placing buildings or structures on the contract area;
 - g. planting or harvesting any crop; and
 - h. grazing or allowing livestock on the contract area.
14. **Conservation Plan.** The Grantor is responsible for complying with the requirements of the conservation plan and any amendments. Each successor-in-interest to the Grantor shall also comply with the requirements of the conservation plan and any amendments.
 15. **Fences.** Unless specifically accepted by the Grantee, all costs associated with the construction and maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Grantor. All fences must be constructed in accordance with the terms and conditions of the conservation plan.
 16. **Liability.** The Grantor shall be liable for actions occurring within or on the contract area.
 17. **Notice.** The Grantor shall notify the Grantee 30 days prior to sale or foreclosure of the property which includes the contract of the name and address of the purchaser or foreclosing party, if known.
 18. **Noxious Plants and Pests.** The Grantor 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 Grantee prior to implementation by the Grantor.
 19. **Reporting.** The Grantor shall report to the Grantee any conditions or events, which may adversely affect the wetland, wildlife, and other natural values of the contract area.
 20. **Taxes.** The Grantor shall pay, when due, any and all real property and other taxes and assessments, if any, which may be levied against the contract area.

PART E – COMPATIBLE USES BY THE GRANTOR

21. **General.** The Grantee at its sole discretion may authorize, in writing and subject to such terms and conditions the Grantee may prescribe, the use of the contract area for compatible uses related to conservation purposes by the Grantor, including, but not limited to, managed timber harvest, periodic haying, or grazing.



- 22. **Access.** If access across the contract are will not adversely affect the resource protected by the contract, the Grantor may be allowed access across existing roads or paths in accordance with the terms and conditions of the conservation plan.
- 23. **Limitations.** A compatible use will only be allowed if such use is consistent with the long-term protection and enhancement of the wetland, upland, wildlife habitat, and other natural values of the contract area. The Grantee shall prescribe the amount, method, timing, intensity, and duration of the compatible use in Grantee's written authorization.

PART F - Grantee's Rights

The rights of the Grantee include:

- 24. **Management activities.** The Grantee shall have the right to enter on to the contract area to undertake, at its own expense or on a cost-share basis with the Grantor or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland, upland, wildlife habitat, and other natural values of the contract area. The Grantee, at its own cost, may apply or impound additional waters on the contract area in order to maintain or improve wetland, upland, wildlife habitat, and other natural values.
- 25. **Access.** The Grantee has a right of reasonable ingress and egress to the contract area over the Grantor's property, whether or not the property is adjacent to the contract area, for the exercise of any of the rights of the Grantee under this contract. The authorized representatives of the Grantee may utilize vehicles and other reasonable modes of transportation for access purposes.
- 26. **Contract Management.** FSA may delegate all or part of the management, monitoring or enforcement responsibilities under this contract to any entity authorized by law that it 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 contract. The authority to modify or terminate this contract is reserved to the Grantee.
- 27. **Violations and Remedies - Enforcement.** The Parties agree that this contract may be introduced in any enforcement proceeding as the stipulation of the Parties. If there is any failure of the Grantor to comply with any of the provisions of this contract, the Grantee or other delegated authority shall have any legal or equitable remedy provided by law and the right to:
 - a. **Liquidated Damages.** In the event of a violation of terms of this contract by the Grantor or any of his successors-in-interest, liquidated damages may be assessed against each parcel upon which a violation occurs. Such damages will be assessed by imposing a lien against each acre of the parcel involved in the violation at the rate per acre based on the costs of restoration of the contract area, the rounded division of the amount of the loan written down by the number of acres covered by the contract, and administrative expenses. This lien will have the same lien priority as enjoyed by



this contract; and

- b. **Reinstate all or a portion of the debt.** If a violation occurs while the Grantor is still indebted to FSA and no restoration costs have incurred, the Grantee may reinstate all or a portion of the debt which was canceled in lieu of assessing liquidated damages. Grantor will cooperate in executing any documents necessary to reestablish the secured debt. Such reinstated debt shall be deemed a mortgage on the real property encumbered by this contract and other lands which were under mortgage at the time this contract was entered into; and
- c. **Enter upon the contract area.** The Grantee retains the right to enter the contract area to perform necessary work for prevention of or remediation of damage to wetland, upland, wildlife habitat, or other natural values; and
- d. **Assess all expenses incurred by the Grantee.** The Grantee may assess all expenses incurred by the Grantee including any legal fees or attorney fees against the Grantor or any of the successors-in-interest, to be owed immediately upon assessment to the Grantee.
- e. **Contract Continuation.** Notwithstanding any violation or breach of the terms of this contract, this contract shall remain in force.

PART G – CONTRACT MODIFICATIONS

The terms and conditions of this contract shall not be modified except by the Grantee as provided in Part F of this contract. Modifications may be made to the conservation plan by the Grantee to add or substitute practices.

PART H – GENERAL PROVISIONS

- 28. **Successors in Interest.** The rights granted to the Grantee shall accrue to any of its agents, successors, or assigns. These agents, successors or assigns shall have all of the discretionary powers of the United States under this contract, except that the power to release or modify, in any manner, the terms of this contract, may be exercised only by a designated employee of the United States Department Of Agriculture. All obligations of the Grantor under this contract shall also bind the Grantor's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the landowners who are parties to this contract shall be jointly and severally liable for compliance with its terms.
- 29. **Rules of Construction and Special Provisions.** All rights in the contract area not reserved by the Grantor shall be deemed granted to the Grantee. Any ambiguities in this contract shall be construed in favor of the Grantee to effect the conservation, recreation, or wildlife purposes of this contract. The grants, covenants, and servitudes benefiting the Grantee under this contract shall be unaffected by any action related to any loan or mortgage between the Grantor and the Grantee, including satisfaction or foreclosure, or by any subsequent amendments or repeal of Section 349 of the Consolidated Farm and Rural Development Act.



PART I – SPECIAL PROVISIONS (IF ANY)

In the event any provision of this contract is held to be invalid, it shall be stricken while leaving the remaining provisions in force.

TO HAVE AND TO HOLD, the rights granted by this Contract Related to Real Property benefit the Grantee and its successors and assigns for 50 years. The Grantor warrants that he, she, or they are the sole owner(s) with marketable title to the contract area and will defend and protect the Grantee's rights granted under this contract against all claims and demands. The Grantor agrees to comply with the terms and conditions contained in this document for the use of the contract area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this contract.

Dated this 11th day of APRIL, 2002.

Grantor(s): John M. DeCoudreaux
John M. DeCoudreaux Borrower/Owner
Borrower/Owner

Grantee: David L. DeBlecourt
David L. DeBlecourt FSA Representative
Farm Loan Manager

Witness: Judith A. Siegl
Judith A. Siegl

Witness: Pamela K. Merwin
Pamela K. Merwin

The typed portion of this instrument was inserted by:

David L. DeBlecourt, Farm Loan Manager, Farm Service Agency,
1035 E. Michigan Ave. Suite A, Paw Paw, MI 49079



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ACKNOWLEDGMENT

STATE OF MICHIGAN

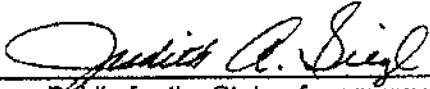
COUNTY OF VAN BUREN

On this 11th day of April, 2002 before me, the undersigned, a Notary Public in and for said State personally appeared owner,

John M. DeCoudreaux known or proved to me to be the persons whose names are subscribed to the within instrument and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

JUDITH A. SIEGL
Notary Public, Van Buren County, MI
My Commission Expires Nov. 18, 2008



Notary Public for the State of MICHIGAN
Residing at VAN BUREN COUNTY
My Commission Expires 11-18-03



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Mark A. Smith, Register of Deeds AGP

EXHIBIT A

STATE OF MICHIGAN, COUNTY OF VAN BUREN, TOWNSHIP OF COVERT:

THE EAST 22 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWN 2 SOUTH, RANGE 17 WEST, ACCORDING TO THE GOVERNMENT SURVEY THEREOF, EXCEPTING; BEGINNING ON THE NORTH LINE OF SECTION 11, TOWN 2 SOUTH, RANGE 17 WEST, AT A POINT 661.13 FEET WEST OF THE NORTH QUARTER POST OF THE SECTION; THENCE SOUTH 00 DEGREES 45 MINUTES 09 SECONDS EAST 482.50 FEET; THENCE WEST 395.25 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 35 SECONDS WEST, 308.94 FEET TO THE NORTH AND SOUTH EIGHTH LINE OF THE NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 40 MINUTES 30 SECONDS WEST ON THE SAME, 329.39 FEET TO THE NORTH LINE OF THE SECTION; THENCE EAST ON SAME 661.13 FEET TO THE PLACE OF BEGINNING.



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DEBT for NATURE CONSERVATION CONTRACT

U.S. DEPARTMENT OF AGRICULTURE
 FARM SERVICE AGENCY

FSA-1951-39
 (Proposal 2)

Form Approved OMB No. 0560-0161

CONTRACT NO. 002

THIS CONTRACT RELATED TO REAL PROPERTY is made this 18th day of JULY, 2002, by and between [Borrower(s)] JOHN M. DECOUDREUX, a single man [Marital Status] 25619 76th St. South Haven, MI [Residence Address] in the County/Parish of VAN BUREN, State of MICHIGAN, (hereafter referred to as the "Grantor"), and the United States Department of Agriculture, acting by and through the Farm Service Agency (FSA), its successors and assigns (hereafter referred to as the "Grantee"). The Grantor and the Grantee are jointly referred to as the "Parties".

The Grantor warrants that he, she, or they are the sole owner(s) with marketable title to the contract area and will honor the intentions of the Grantee stated herein and preserve and protect the conservation values of the contract area. Grantor intends to comply with the terms and conditions contained in this document for the use of the contract area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this contract.

Witnesseth:

Authority. This contract related to real property is authorized by Section 349 of the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1997) which authorizes the Secretary of Agriculture, acting by and through the FSA, to enter into contracts on real property for conservation, recreational, historic preservation, and wildlife purposes.

11-2-12

V.B. FSA ✓ NO



Consideration: Consideration for this contract shall be an amount determined by the FSA which cancels the indebtedness described below:

<i>Amount of Original Note Instrument</i>	<i>Date of Original Note Instrument</i>	<i>Principal Amount Canceled</i>	<i>Interest Amount Canceled</i>
\$ 76,986.69	4-11-02	\$ 44,804.25	\$ 981.84

Purposes. It is the purpose of this contract related to real property to restore, protect, manage, maintain, and enhance the functional values of wetlands, uplands, highly erodible lands, historic properties and other eligible lands for conservation, recreation, preservation, and wildlife purposes.

NOW THEREFORE, the Grantor(s) hereby grants and conveys to the Grantee, for 50 years, commencing on the date of this agreement as hertofore provided all rights and interests in the lands comprising the contract area, including rights of access to the contract area, but reserving to the Grantor only those rights, title, and interests listed in Part C. It is the intention of the Grantor to grant and convey for 50 years any and all other rights not so reserved. This contract shall constitute an equitable interest upon the land so encumbered; shall run with the land for 50 years; and shall bind the Grantors, their heirs, successors, assigns, lessees, and any other person claiming under them. This contract will terminate automatically without further action at 11:59 PM on July 18, 2052.

SUBJECT, however, to all valid rights of record, if any.

PART A - DEFINITIONS

As used in this contract:

1. **Conservation Plan** - means the "Plan" developed by the Grantee and appropriate parties which describes the schedule of operations and activities required to solve identified natural resource concerns and is technically adequate for achieving the objectives of the contract.
2. **Contract Area** - means the area described in Part B below.
3. **Equitable Interest** - means the rights and interests of ownership which the United States Department of Agriculture holds in the contract area



- 4. **Grantee** - means the United States Department of Agriculture, acting by and through the Farm Service Agency, its successors and assigns.
- 5. **Grantor** - means the Grantor of this contract and the Grantor's successors and assigns.
- 6. **Liquidated damages** - means the damages FSA will suffer in event of a breach of this contract as calculated in Part F (4)(a).
- 7. **Managed timber harvest** - means practices such as pruning or thinning in accordance with a forestry management plan, approved by the Natural Resources Conservation Service, or other approved agency, for the benefit of protecting or enhancing a resource or its habitat.
- 8. **Recreation** - means consumptive and nonconsumptive activities for outdoor enjoyment including, but not limited to, camping, hiking, bird watching, boating, and hunting and fishing in a manner consistent with sound conservation practices.

PART B – DESCRIPTION OF THE CONTRACT AREA

The lands encumbered by this contract, referred to hereafter as the contract area, are described as:

SEE EXHIBIT A

PART C – GRANTOR'S RESERVATIONS

Subject to the Grantee's rights granted by this contract, the Grantor reserves:

- 9. **Title.** Record title, along with the Grantor's right to convey or transfer title to these reserved rights.
- 10. **Control of Access.** The right to prevent trespass and control access by the general public as long as such control does not interfere with the purpose of the contract.
- 11. **Recreational Uses.** The right to enjoyment and those recreational uses of the contract area, specified in the conservation plan, including hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- 12. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the contract area, provided that any drilling or mining activities are to be located outside the boundaries of the contract area and will not have an adverse impact on the contract area.

PART D – GRANTOR'S OBLIGATIONS

The Grantor shall comply with all terms and conditions of this contract, including the following:

- 13. **Prohibitions.** Unless authorized as a compatible use under Part E, the rights to the following activities and uses have been conveyed to the Grantee and are prohibited on the



contract area:

- a. haying, mowing, or seed harvesting for any reason;
 - b. dumping refuse, waste (including hazardous waste), sewage, or other debris;
 - c. harvesting wood products;
 - d. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
 - e. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the contract area by any means;
 - f. building or placing buildings or structures on the contract area;
 - g. planting or harvesting any crop; and
 - h. grazing or allowing livestock on the contract area.
14. **Conservation Plan.** The Grantor is responsible for complying with the requirements of the conservation plan and any amendments. Each successor-in-interest to the Grantor shall also comply with the requirements of the conservation plan and any amendments.
15. **Fences.** Unless specifically accepted by the Grantee, all costs associated with the construction and maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Grantor. All fences must be constructed in accordance with the terms and conditions of the conservation plan.
16. **Liability.** The Grantor shall be liable for actions occurring within or on the contract area.
17. **Notice.** The Grantor shall notify the Grantee 30 days prior to sale or foreclosure of the property which includes the contract of the name and address of the purchaser or foreclosing party, if known.
18. **Noxious Plants and Pests.** The Grantor 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 Grantee prior to implementation by the Grantor.
19. **Reporting.** The Grantor shall report to the Grantee any conditions or events, which may adversely affect the wetland, wildlife, and other natural values of the contract area.
20. **Taxes.** The Grantor shall pay, when due, **any and all real property and other taxes and assessments**, if any, which may be levied against the contract area.

PART E – COMPATIBLE USES BY THE GRANTOR

21. **General.** The Grantee at its sole discretion may authorize, in writing and subject to such terms and conditions the Grantee may prescribe, the use of the contract area for compatible uses related to conservation purposes by the Grantor, including, but not limited to, managed timber harvest, periodic haying, or grazing.
-



22. **Access.** If access across the contract are will not adversely affect the resource protected by the contract, the Grantor may be allowed access across existing roads or paths in accordance with the terms and conditions of the conservation plan.
23. **Limitations.** A compatible use will only be allowed if such use is consistent with the long-term protection and enhancement of the wetland, upland, wildlife habitat, and other natural values of the contract area. The Grantee shall prescribe the amount, method, timing, intensity, and duration of the compatible use in Grantee's written authorization.

PART F - Grantee's Rights

The rights of the Grantee include:

24. **Management activities.** The Grantee shall have the right to enter on to the contract area to undertake, at its own expense or on a cost-share basis with the Grantor or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland, upland, wildlife habitat, and other natural values of the contract area. The Grantee, at its own cost, may apply or impound additional waters on the contract area in order to maintain or improve wetland, upland, wildlife habitat, and other natural values.
25. **Access.** The Grantee has a right of reasonable ingress and egress to the contract area over the Grantor's property, whether or not the property is adjacent to the contract area, for the exercise of any of the rights of the Grantee under this contract. The authorized representatives of the Grantee may utilize vehicles and other reasonable modes of transportation for access purposes.
26. **Contract Management.** FSA may delegate all or part of the management, monitoring or enforcement responsibilities under this contract to any entity authorized by law that it 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 contract. The authority to modify or terminate this contract is reserved to the Grantee.
27. **Violations and Remedies - Enforcement.** The Parties agree that this contract may be introduced in any enforcement proceeding as the stipulation of the Parties. If there is any failure of the Grantor to comply with any of the provisions of this contract, the Grantee or other delegated authority shall have any legal or equitable remedy provided by law and the right to:
 - a. **Liquidated Damages.** In the event of a violation of terms of this contract by the Grantor or any of his successors-in-interest, liquidated damages may be assessed against each parcel upon which a violation occurs. Such damages will be assessed by imposing a lien against each acre of the parcel involved in the violation at the rate per acre based on the costs of restoration of the contract area, the rounded division of the amount of the loan written down by the number of acres covered by the contract, and administrative expenses. This lien will have the same lien priority as enjoyed by



this contract; and

- b. **Reinstate all or a portion of the debt.** If a violation occurs while the Grantor is still indebted to FSA and no restoration costs have incurred, the Grantee may reinstate all or a portion of the debt which was canceled in lieu of assessing liquidated damages. Grantor will cooperate in executing any documents necessary to reestablish the secured debt. Such reinstated debt shall be deemed a mortgage on the real property encumbered by this contract and other lands which were under mortgage at the time this contract was entered into; and
- c. **Enter upon the contract area.** The Grantee retains the right to enter the contract area to perform necessary work for prevention of or remediation of damage to wetland, upland, wildlife habitat, or other natural values; and
- d. **Assess all expenses incurred by the Grantee.** The Grantee may assess all expenses incurred by the Grantee including any legal fees or attorney fees against the Grantor or any of the successors-in-interest, to be owed immediately upon assessment to the Grantee.
- e. **Contract Continuation.** Notwithstanding any violation or breach of the terms of this contract, this contract shall remain in force.

PART G – CONTRACT MODIFICATIONS

The terms and conditions of this contract shall not be modified except by the Grantee as provided in Part F of this contract. Modifications may be made to the conservation plan by the Grantee to add or substitute practices.

PART H – GENERAL PROVISIONS

- 28. **Successors in Interest.** The rights granted to the Grantee shall accrue to any of its agents, successors, or assigns. These agents, successors or assigns shall have all of the discretionary powers of the United States under this contract, except that the power to release or modify, in any manner, the terms of this contract, may be exercised only by a designated employee of the United States Department Of Agriculture. All obligations of the Grantor under this contract shall also bind the Grantor's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the landowners who are parties to this contract shall be jointly and severally liable for compliance with its terms.
- 29. **Rules of Construction and Special Provisions.** All rights in the contract area not reserved by the Grantor shall be deemed granted to the Grantee. Any ambiguities in this contract shall be construed in favor of the Grantee to effect the conservation, recreation, or wildlife purposes of this contract. The grants, covenants, and servitudes benefiting the Grantee under this contract shall be unaffected by any action related to any loan or mortgage between the Grantor and the Grantee, including satisfaction or foreclosure, or by any subsequent amendments or repeal of Section 349 of the Consolidated Farm and Rural Development Act.



PART I – SPECIAL PROVISIONS (IF ANY)

In the event any provision of this contract is held to be invalid, it shall be stricken while leaving the remaining provisions in force.

TO HAVE AND TO HOLD, the rights granted by this Contract Related to Real Property benefit the Grantee and its successors and assigns for 50 years. The Grantor warrants that he, she, or they are the sole owner(s) with marketable title to the contract area and will defend and protect the Grantee's rights granted under this contract against all claims and demands. The Grantor agrees to comply with the terms and conditions contained in this document for the use of the contract area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this contract.

Dated this 18th day of JULY, 2002.

Grantor(s): John M. DeCoudreaux
John M. DeCoudreaux Borrower/Owner
Borrower/Owner

Grantee: David L. DeBlecourt
David L. DeBlecourt FSA Representative
Farm Loan Manager

Witness: Pamela K. Merwin
Pamela K. Merwin Title

Witness: Judith A. Siegl
Judith A. Siegl

The typed portion of this instrument was inserted by:
David L. DeBlecourt, Farm Loan Manager, Farm Service Agency,
1035 E. Michigan Ave. Suite A, Paw Paw, MI 49079



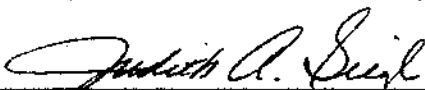
ACKNOWLEDGEMENT

STATE OF MICHIGAN

COUNTY OF VAN BUREN

On this 18th day of JULY, 20 02 before me, the undersigned, a Notary Public in and for said State personally appeared owner, John M. DeCoudreaux known or proved to me to be the persons whose names are subscribed to the within instrument and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Notary Public for the State of MICHIGAN
Residing at VAN BUREN COUNTY
My Commission Expires 11-18-03
JUDITH A SIEGL
Notary Public, Van Buren County, MI
My Commission Expires Nov. 18, 2003

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EXHIBIT A

STATE OF MICHIGAN, COUNTY OF VAN BUREN, TOWNSHIP OF COVERT:

THE WEST 11 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWN 2 SOUTH, RANGE 17 WEST, ACCORDING TO THE GOVERNMENT SURVEY THEREOF, EXCEPTING; BEGINNING ON THE NORTH LINE OF SECTION 11, TOWN 2 SOUTH, RANGE 17 WEST, AT A POINT 661.13 FEET WEST OF THE NORTH QUARTER POST OF THE SECTION; THENCE SOUTH 00 DEGREES 45 MINUTES 09 SECONDS EAST 482.50 FEET; THENCE WEST 395.25 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 35 SECONDS WEST, 308.94 FEET TO THE NORTH AND SOUTH EIGHTH LINE OF THE NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 40 MINUTES 30 SECONDS WEST ON THE SAME, 329.39 FEET TO THE NORTH LINE OF THE SECTION; THENCE EAST ON SAME 661.13 FEET TO THE PLACE OF BEGINNING.



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Mark R. Smith, Registrar of Deeds

EXHIBIT A

STATE OF MICHIGAN, COUNTY OF VAN BUREN, TOWNSHIP OF COVERT:

THE EAST 22 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWN 2 SOUTH, RANGE 17 WEST, ACCORDING TO THE GOVERNMENT SURVEY THEREOF, EXCEPTING; BEGINNING ON THE NORTH LINE OF SECTION 11, TOWN 2 SOUTH, RANGE 17 WEST, AT A POINT 661.13 FEET WEST OF THE NORTH QUARTER POST OF THE SECTION; THENCE SOUTH 00 DEGREES 45 MINUTES 09 SECONDS EAST 482.50 FEET; THENCE WEST 395.25 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 35 SECONDS WEST, 308.94 FEET TO THE NORTH AND SOUTH EIGHTH LINE OF THE NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 40 MINUTES 30 SECONDS WEST ON THE SAME, 329.39 FEET TO THE NORTH LINE OF THE SECTION; THENCE EAST ON SAME 661.13 FEET TO THE PLACE OF BEGINNING.

CONSERVATION PLAN

Client:
 Assisted By

LAND UNITS		PLANNED			APPLIED		PLANNED CONSERVATION TREATMENT
TRACT	FIELD	AMOUNT	MONTH	YEAR	AMOUNT	DATE	
WOODLAND							
8597	WD	3.0ac					THIS FIELD IS ENROLLED IN THE USDA'S CONSERVATION EASEMENT PROGRAM. THE ONLY ALLOWED COMPATIBLE USES ARE FORESTRY AND WILDLIFE MANAGEMENT INCLUDING HUNTING. BEING PART OF A CONSERVATION EASEMENT DOES NOT MEAN THE LAND IS OPEN TO THE PUBLIC.
8597	WD	3.0ac	04	2003			WETLAND WILDLIFE HABITAT MANAGEMENT Retain, create, or manage wetland habitat for water fowl, furbearers, or other wildlife. Follow wildlife management plan prepared by a qualified resource professional. See Job Sheet 544.
8597	WD	3.0ac	10	2003			FOREST STAND IMPROVEMENT These trees are overstocked and will be thinned. Remove trees that are interfering with the growth and development of selected crop trees. Leave two den trees per acre for wildlife. Follow forest management plan prepared by a qualified resource professional.
WILDLIFE							
8597	2	30.0ac					THIS FIELD IS ENROLLED IN USDA'S CONSERVATION EASEMENT PROGRAM. THE ONLY ALLOWED USES ARE FORESTRY & WILDLIFE MANAGEMENT INCLUDING HUNTING. BEING PART OF A CONSERVATION EASEMENT DOES NOT MEAN THE LAND IS OPEN TO THE PUBLIC.
8597	2	30.0ac	06	2003			TREE/SHRUB ESTABLISHMENT Establish woody plants for the planned purpose. Establish woody vegetation following specific planting recommendations prepared by a professional forester. The recommendations will address site preparation, species selection, spacing and follow-up weed control. Harvesting of timber is an allowed use. Follow a management plan prepared by a professional forester. See Job Sheet 512.
8597	3	30.0ac	06	2003			UPLAND WILDLIFE HABITAT MANAGEMENT This field will be managed for upland wildlife, forestry & recreation. Follow a specific management plan prepared by a professional forester/wildlife biologist.
BLUEBERRY							
8598	1	7.0ac					BLUEBERRY CROP WILL PROTECT SOIL FROM SHEET AND RILL EROSION WHILE IMPROVING SOIL TEXTURE AND ORGANIC MATTER; THUS

Total = 33 acres

CONSERVATION PLAN

Client:

Assisted By:

LAND UNITS		PLANNED			APPLIED		PLANNED CONSERVATION TREATMENT
TRACT	FIELD	AMOUNT	MONTH	YEAR	AMOUNT	DATE	
							REDUCING LEACHING AND IMPROVING NUTRIENT INTAKE. WINDBREAKS (BLUEBERRIES) WILL REDUCE WIND VELOCITIES, REDUCING SPRAY DRIFT AND ALLOWING FOR MORE TIMELY AND ACCURATE APPLICATIONS OF PESTICIDES AND NUTRIENTS. IMPROVING VEGETATION AND INSTALLING (WATERWAY, DRAINAGE DITCH, AND HEAVY USE PROTECTION) NEEDED STRUCTURES REDUCE EROSION ON TRAVEL LANES AND IMPROVES OVERALL MANAGEMENT OF THE BLUEBERRY PATCH. NUTRIENT AND PEST MANAGEMENT WILL IMPROVE BUSH VIGOR AND PRODUCTION AND WILL REDUCE LEVELS OF WILDLIFE DAMAGE. THIS TRACT IS NOT PART OF THE CONSERVATION EASEMENT.
8598	1	7.0ac	06	2001			COVER AND GREEN MANURE CROP Close-growing grasses, legumes, or small grain will be grown for seasonal protection, soil improvement and nutrient management. Field consist of blueberry bushes and cover crops between the rows. Will provide adequate amounts of organic material for erosion reduction and nutrient balance. This practice suitable for orchards, vineyards, and small fruits. See Job Sheet 340.
8598	1	1.0ac	06	2001			POND Construct to SCS plans and specifications and maintain a dugout pond to provide water for livestock, fish and wildlife, recreation, fire control, crops and orchard spraying or other related uses. 2.0 acre site on both T8597 and T8598. See plan map for locations. Ponds might vary in size.
8598	1	1.0ac	05	2002			IRRIGATION SYSTEM, SPRINKLER Install a sprinkler irrigation system to efficiently apply irrigation water without waste or erosion. System set-up for blueberry production. See Job Sheet 442.
8598	1	0.1ac	06	2002			HEAVY USE AREA PROTECTION Protect heavily used areas by providing soil protection with vegetation, surfacing material or mechanical structures. This area will be at west field borders. See plan map for layout and location. See Job Sheet 561.
8598	1	6.5ac	04	2003			NUTRIENT MANAGEMENT Manage the amount, form, placement and timing of plant nutrient application This will done with a record keeping system and/or IPM

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TRACT	FIELD	AMOUNT	MONTH	YEAR	AMOUNT	DATE	
8598	1	6.5ac	04	2003			scouting. See Job Sheet 590. PEST MANAGEMENT Manage infestations of weeds, insects and disease to reduce adverse effects on plant growth, crop production and material resources. This will be done with a record keeping system and/or IPM scouting. See Job Sheet 595.
8598	1	0.1ac	04	2003			WETLAND WILDLIFE HABITAT MANAGEMENT Retain, create, or manage wetland habitat for water fowl, furbearers, or other wildlife. Areas not in use for crops and a beneficial habitat. See Job Sheet 644.
8598	HQ	2.0ac					BLUEBERRY ADEQUATELY DESIGNED AND INSTALLED FOR FERTILIZER AND PESTICIDE FACILITIES WILL MAINTAIN AND IMPROVE SOIL AND WATER QUALITY.
8598	HQ	0.1ac	06	2002			HEAVY USE AREA PROTECTION Protect heavily used areas by providing soil protection with vegetation, surfacing material or mechanical structures. At Ag Chemical facility. See plan map for location. See Job Sheet 561.
8598	HQ	1.0no	10	2002			AGRICHEMICAL CONTAINMENT FACILITY Install an impermeable barrier and containment facility according to NRCS specifications where Agrichemical Storage, Loading, Mixing and Clean occur to prevent degradation of surface water, groundwater and soil from the unintentional release of agrichemicals. The use of Farm-A-Syst, NRCS Engineer, and Job Sheets to plan design and layout.

NONDISCRIMINATION STATEMENT

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CONSERVATION PLAN

Client:
Assisted By: "

LAND UNITS		PLANNED			APPLIED		PLANNED CONSERVATION TREATMENT
TRACT	FIELD	AMOUNT	MONTH	YEAR	AMOUNT	DATE	

and employer.