

## PERMANENT CONSERVATION EASEMENT AGREEMENT

### I. DEFINITIONS AND CONVEYANCE

- Date:** August 15, 2016
- Owner:** Village of Michiana, a Michigan Municipal Corporation  
4000 Cherokee Drive  
Michiana, MI 49117
- Conservancy:** Chikaming Open Lands, a Michigan Non-Profit Corporation  
12291 Red Arrow Highway  
Sawyer, MI 49125
- Property:** The land legally described and depicted on attached Exhibit A over which the Conservation Easement is conveyed.
- Conveyance:** Owner conveys and warrants to Conservancy a perpetual Conservation Easement over the Property. The scope of the Conservation Easement is as set forth in this agreement.
- Consideration:** This conveyance is a gift from Owner to Conservancy and the consideration is less than \$100.00; accordingly, this conveyance is exempt from county and state real estate transfer taxes pursuant to MCL 207.505(a) and 207.526(a).
- Easement:** The Conservation Easement.
- Party or Parties:** The Owner and/or the Conservancy as applicable.
- MCL:** Michigan Compiled Laws.
- NREPA:** The Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq.

## **II. REPRESENTATIONS**

### **1. OWNER.**

The Owner is committed to preserving the Conservation Values of the Property. The Owner is committed to restricting the use of the Property to activities consistent with the Purposes and the preservation of the Conservation Values.

### **2. CONSERVANCY.**

The Conservancy:

- A. Is a qualified holder of the Easement committed to preserving the Conservation Values of the Property and safeguarding the terms of the Easement;
- B. Is a tax-exempt, nonprofit Michigan corporation qualified under Internal Revenue Code 501(c)(3) and 170(h)(3) and NREPA Part 21 Subpart 11, Conservation and Historic Preservation Easement, MCL 324.2140 et seq.;
- C. Has the resources to enforce the Easement;
- D. Protects natural habitats of fish, wildlife, plants, and the ecosystems that support them; and,
- E. 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 such preservation will yield a significant public benefit.

## **III. OWNER AND CONSERVANCY AGREE TO THE FOLLOWING:**

### **1. PURPOSES.**

The Purposes of the Easement are as follows:

- A. To preserve open space that will yield a significant public benefit:
  - 1) For the scenic enjoyment of the public.
  - 2) To preserve the Property for outdoor recreation by the public.
- B. To protect a natural, ecological community which provides habitat to native plants and wildlife.
- C. To conserve natural resources pursuant to clearly delineated Federal, State, and local governmental conservation policies.

### **2. CONSERVATION VALUES.**

The Property possesses natural, ecological, biological, scientific, and scenic open space values of prominent importance to the Owner, the Conservancy, and the public. These values are referred to as the "Conservation Values" in the Easement. Certain Conservation Values may have relevance to more than one Purpose even though only listed once. The Conservation Values of the Easement include the following:

- A. The Property provides undeveloped open space for the scenic enjoyment of the public and will yield a significant public benefit through:
  - 1) A scenic landscape and natural character along the shore of Lake Michigan which would be impaired by residential or commercial development of the Property.
  - 2) A scenic panorama of Lake Michigan visible to the public from publicly

accessible sites along Lakeshore Drive, which would be adversely affected by residential or commercial development of the Property.

- 3) Prominent visibility to the public from Lakeshore Drive and from Lake Michigan, which will enhance tourism if the Property is preserved in its undeveloped and natural state.
  - 4) Biological integrity of other land in the vicinity of the Property has been modified by intense urbanization and that trend is expected to continue.
  - 5) There is a reasonable possibility that the Conservancy may acquire other valuable property rights on nearby or adjacent properties to expand the Conservation Values preserved by the Easement.
  - 6) The Property is desirable for substantial residential development because of its size, location, and orientation, and in the absence of the Easement the Property could be developed in a manner that would destroy the Conservation Values.
  - 7) The Property is open to the public and utilized for outdoor recreation and education by the residents of the community.
  - 8) Relief from urban closeness.
- B.** The Property contains significant natural habitat in which fish, wildlife, plants or the ecosystems which support them thrive in a natural state, as demonstrated by:
- 1) The Property is characteristic of a Lake Michigan fore-dune ecological community. The dominant vegetation is native beach grass. These plant communities are in a relatively natural and undisturbed condition and support the full range of wildlife species found in these habitat types.
  - 2) The Property contains natural areas which represent high quality examples of terrestrial dune communities and are habitat for unique species.
  - 3) The Property contains sustainable habitat for diverse vegetation, birds, fish, amphibians and terrestrial animals.
  - 4) The Property provides shoreline and upland wildlife habitats which serve as a connection for wildlife movement and create a natural "greenway".
  - 5) The Property is located along the Lake Michigan shoreline, a key area of the migratory bird "flyway".
  - 6) The Property provides important shoreline and natural land within the watershed of Lake Michigan.
  - 7) Protection of the Property in its natural and open space condition helps to ensure the quality and quantity of water resources for the Lake Michigan shoreline area.
  - 8) The Property includes approximately 2,700 linear feet of frontage on Lake Michigan.
  - 9) The Property is situated on the shoreline of Lake Michigan, with beach and fore-dune, and the vegetated slopes would be highly susceptible to erosion damage and accelerated stormwater runoff that could adversely affect water quality if the trees or other vegetation were removed.
  - 10) The Property lies in close proximity to the following conserved properties which similarly preserve a natural ecological community and open space for public enjoyment and recreation:
    - a) Grand Beach Marsh Preserve, Deer Park Drive, Grand Beach, MI

- (Chikaming Open Lands).
- b) Louis J. Sima Great Lakes Marsh Preserve, Water Street, New Buffalo, MI (Chikaming Open Lands).
  - c) Merganser Point Preserve, Water Street, New Buffalo, MI (Southwest Michigan Land Conservancy).
  - d) Ambler Flatwoods Nature Preserve, Meer Road, Michigan City, IN (Shirley Heinze Land Trust).
- C. The Property is preserved pursuant to clearly delineated federal, state, and local conservation policies and its preservation yields a significant public benefit. The following legislation, regulations, and policy statements identify relevant public policies:
- 1) The State of Michigan has recognized the importance of protecting our natural resources as delineated in the Michigan Constitution:  
"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." (1963 Constitution, Article IV, Section 52.)
  - 2) NREPA Part 21 Subpart 11, Conservation and Historic Preservation Easement, MCL 324.2140 et seq.;
  - 3) NREPA Part 355, Biological Diversity Conservation, MCL 324.35501 et seq. (Legislative Findings MCL 324.35502);
  - 4) NREPA Part 353, Sand Dune Protection and Management, MCL 324.35301 et seq. (Legislative Findings MCL 324.35302);
  - 5) NREPA Part 303, Wetland Protection, MCL 324.30301 et seq. (Legislative Findings MCL 324.30302);
  - 6) Water Pollution Control Act of 1972, 33 USC 1251-1387 (§1251 Goals & Policy; §1344 Wetlands permitting, also known as "Section 404" of the Clean Water Act);
  - 7) Coastal Zone Management Act, 16 USC 1451 et seq. (§§1451, 1452 Congressional Findings and Policy);
  - 8) NREPA Part 323, Shorelands Protection and Management, MCL 324.32301 et seq.;
  - 9) NREPA Part 301, Inland Lakes and Streams, MCL 324.30101 et seq.;
  - 10) NREPA Part 325, Great Lakes Submerged Lands, MCL 324.32501 et seq.;
  - 11) NREPA Part 361, Farmland and Open Space Preservation, MCL 324.36101 et seq.;
  - 12) NREPA Parts 91 and 93, Soil Conservation, Erosion, and Sedimentation Control, MCL 324.9101 et seq.; 324.9301 et seq. (Legislative Policy MCL 324.9302);
  - 13) The State of Michigan has recognized the importance of this area as an ecological and scenic resource, by designating the Property and other adjacent land as Critical Dune Area.
  - 14) The 2015 Berrien County Master Plan recognizes the significance of protecting and preserving "green infrastructure", or the natural systems and

features of the County, including dune areas.

- 15) The 2005 Village of Michiana Master Plan recognizes the importance of protecting and preserving the Lake Michigan shoreline for public recreational use and its ecological and environmental significance.

**3. BASELINE DOCUMENTATION.**

Specific Conservation Values of the Property have been documented in a natural resource inventory signed by both the Owner and the Conservancy (hereinafter "Baseline Documentation Report"). The Baseline Documentation Report, incorporated herein by reference, consists of maps, prominent vegetation features, identification of flora and fauna, land use history, distinct natural features, a description of human-made modifications, and photographs of the Property. The parties agree that the Baseline Documentation Report is an accurate representation of the Property at the time of execution of the Easement. The Conservancy may use the Baseline Documentation Report to enforce the Easement but is not limited to the Baseline Documentation Report to show a change in conditions. Any characterization of the Easement in the Baseline Documentation Report shall not be interpreted so as to alter, amend, limit, or otherwise modify the Easement; the terms of the Easement shall control in the event of any alleged or actual conflict or inconsistency between the terms of the Easement and the Baseline Documentation Report.

**4. PERMITTED AND PROHIBITED USES.**

The Owner retains all ownership rights not expressly restricted by the Easement but any activity on or use of the Property that is inconsistent with the Purposes or detrimental to the Conservation Values is expressly prohibited. Explicitly retained rights and explicitly prohibited activities and uses include the following, without limitation, with respect to the Property:

**A. Conveyance and Transfer Notices.**

The Owner retains the right to sell, mortgage, bequeath, donate, or otherwise convey the Property subject to the terms of the Easement. Each subsequent Owner will be bound by the Easement. At least 30 days prior to transfer of any of the Owner's rights in the Property, the Owner or Owner's representative shall give a) the proposed transferee of the Property a true, accurate, recorded and complete copy of the Easement, and b) the Conservancy written notice of the proposed transfer including the full name(s) and address of the prospective transferee(s). The Owner at all times shall provide the Conservancy with up-to-date contact information including mailing address, telephone number, and any email address regularly checked.

**B. Division.**

The following are prohibited: The legal or de facto division of the Property, including any subdivision, platting, binding site plan, testamentary division, creation of a site condominium or other submission of the Property to a condominium form of ownership, or other process by which the Property is divided into lots or in which title to different portions of Property are held by different owners.

**C. Industrial, Institutional and Commercial Activities.**

All industrial, institutional and commercial activity on the Property is prohibited, except as follows:

1) **Right to De Minimis Commercial Recreational Activity.**

The Owner retains the right to de minimis commercial recreational activity as such term is referenced in an Internal Revenue Code section 2031(c)(8)(B) or as otherwise authorized below.

**D. Structures and Construction.**

The placement or construction of any human-made modifications, including structures, buildings, fences, roads, and parking lots is prohibited, except as follows:

1) **Right to Maintain, Renovate, Replace, and Construct Structures and Improvements.**

The Owner retains the right to maintain, renovate, and replace existing structures and improvements, and to construct, maintain, renovate, and replace new structures and improvements, to facilitate public use and enjoyment of the Property; subject to the following conditions:

- a) Structures may include, but are not limited to, storage buildings, gazebos, decks, or scenic overlooks. Improvements may include, but are not limited to, stairways, boardwalks, trails, fences, roads, or other access-related infrastructure.
- b) Existing structures and improvements are those existing as of the execution of the Easement, as identified in the Baseline Documentation Report.
- c) Any renovation or replacement of existing structures or improvements shall not substantially alter the location, size, function, or character of said structure or improvement.
- d) Any new structures, including but not limited to, storage buildings, gazebos, decks, or overlooks shall not exceed a maximum areal coverage of 400 square feet per structure.
- e) Any new trails, stairways, boardwalks, or other access-related improvements, will be limited to low-impact recreational use, be pervious, and not more than eight (8) feet in width, unless specifically identified and approved for off-road motorized vehicle use for emergency or public safety purposes.
- f) Any renovation, replacement, or new construction shall be subject to a Conservancy-approved construction plan. The purpose of this construction plan is to confirm that structures and improvements are located and designed in a manner to prevent soil erosion, avoid damage to fragile plant communities and wildlife habitat, and that removal of vegetation for construction or maintenance shall not adversely impact the Conservation Values of the Property.
- g) Any renovation or replacement of existing structures, and any construction of new structures shall be done in accordance with all local, state, and federal requirements.
- h) A copy of the construction plan shall be provided to the Conservancy

for review and approval pursuant to the terms set forth in Section 7.

2) **Right to Maintain and Construct Utility Facilities.**

The Owner retains the right to grant easements and construct, renovate, or replace new or existing Utility Facilities within the Property to service areas excluded from the Property, or service other permitted uses and improvements within the Property; subject to the following conditions:

- a) Utility Facilities include, but are not limited to, those supplying electricity, phone, water, fuel, gas, or cable; generating renewable energy; removing and treating sanitary sewage effluent; and controlling storm water runoff from areas excluded from the Property or other permitted uses and improvements within the Property.
- b) Any construction, renovation or replacement must comply with local zoning and building code requirements, and all state and federal regulations.
- c) A Utility Facility shall be limited as much as is reasonably practicable to the confines of existing utility corridors, easements or rights-of-way; or the footprint of existing trails as identified on the Baseline Documentation Map.
- d) Prior to beginning construction, renovation or replacement of a Utility Facility, the Owner will provide a written plan to the Conservancy for review and approval pursuant to the terms set forth in Section 7.

E. **Disturbance/Alteration of Land.**

Disturbance, alteration, and mining of the surface of the Property, including the excavation, removal, quarrying, filling, storing, or relocation of soil, sand, gravel, aggregate, rock, stone, ore, marl, limestone, gypsum, salt, coal, clay, peat, sod, or topsoil, are prohibited. Treatment, processing, storage, transportation, and other handling of overburden, effluent, tailings, or other waste or byproducts created or produced during mining, the removal of surface or mineral resources, or oil and gas extraction also are prohibited. Notwithstanding the foregoing prohibitions, the following activities are permitted:

1) **Right to Modify and Stabilize Topography.**

The Owner retains the right to modify and/or stabilize the topography of the Property, including excavation, removal, or relocation of soil, and installation of structures and other materials, for the purposes of dune and soil stabilization subject to the following conditions:

- a) Modification or stabilization shall only be permitted for the purposes of ecological restoration; to protect residential infrastructure, including but not limited to roadways, utilities, residences, or other residential-type buildings, structures, or improvements; or as required by a state or federal agency.
- b) Any activity shall only be done in accordance to construction plans prepared by a licensed engineer, and subject to local, state, and federal regulations.
- c) Modification and stabilization activities shall incorporate bio-engineering and ecological restoration practices and techniques to the fullest extent that is feasible.

- d) Construction plans shall be provided to the Conservancy for review and feedback, pursuant to the terms as set forth in Section 7, prior to any construction activity occurring. In an emergency situation, the written notification requirements shall be waived, provided activities are conducted pursuant to local, state, or federal approval, and the Conservancy is provided verbal notification at the time the activities occur.

**F. Mining and Oil and Gas Extraction.**

Mining is expressly prohibited, including but not limited to any activity which will disturb, consume, deplete, use, occupy, or alter the surface estate, ecosystem, hydrology, or groundwater, including but not limited to the removal of non-hydrocarbon metallic and non-metallic minerals. No circumstance, including the exercise of the retained rights below, shall be interpreted to permit any of the following: injection, mixing, use, retention, storage, transportation, or other presence of hydraulic, fracking or similar fluids, chemicals, or substances, whether new, used, reclaimed, recovered, waste, or otherwise across or on the Property; use of any surface water on the Property for oil and gas activities, including but not limited to hydraulic fracking; mining or oil or gas exploration, development, or testing for or extraction conducted on, from, or across the surface of the Property; and alteration or use of the Property surface or construction or placement of any structures, including wells and pipelines, on, over, or across the property. Notwithstanding the foregoing prohibitions, the following activities are permitted:

1) **Right to Authorize Extraction.**

The Owner retains the right to authorize the extraction of oil, gas, hydrocarbons, or petroleum from beneath the surface of the Property for commercial purposes provided that no exploration, development, or testing for or extraction shall be conducted on, from, or across the surface of the Property and all such extraction is by directional or horizontal drilling from a surface location off of the Property to prevent any impairment of water or other resources protected by the Easement. Nothing otherwise prohibited herein may be allowed by the owner's authorization.

2) **Right to Enter Into a Non-developmental Lease.**

The Owner retains the right to enter into a non-developmental lease which solely permits the extraction of oil, gas, hydrocarbons, or petroleum from beneath the Property surface without any alteration or use of the Property surface or construction or placement of any structures, including wells and pipelines, on, over, or across the Property. Nothing otherwise prohibited herein may be allowed by the terms of the non-developmental lease.

**G. Vegetation Management.**

Any alteration, including pruning, trimming, cutting, or otherwise causing the destruction or removal of trees or other vegetation, whether living or dead, in whole or in part, is prohibited, except as follows:

1) **Right to Maintain Vegetation.**

The Owner retains the right to maintain vegetation for the following purposes:

- a) To respond to, minimize, and/or eliminate real danger to a structure



or human life in frequently-used areas due to a structural or health defect of a tree as documented by a registered forester or other natural resource specialist and as approved by the Conservancy.

- b) To respond to, minimize, and/or eliminate a threat of infestation posed by diseased vegetation as documented by a registered forester or other natural resource specialist and as approved by the Conservancy.
  - c) To respond to, minimize, and/or eliminate threats from invasive or non-native plant species.
  - d) For the purposes of ecological restoration.
  - e) Vegetation management for the purposes of controlling invasive species or ecological restoration shall be completed in accordance to a management plan prepared by a natural resources professional, subject to review and approval by the Conservancy pursuant to the terms set forth in Section 7.
- 2) **Right to Facilitate Maintenance and Construction.**  
Reasonable pruning, trimming, or removal of trees or other vegetation is permitted to facilitate the maintenance, repair, replacement or construction of any structure, improvement, or trail, expressly permitted by the Easement with the Conservancy's permission to correct or restore unusual storm or wildfire damage.

**H. Water Course Alteration.**

Natural water courses, lakes, rivers, streams, creeks, wetlands, and other bodies of surface water and groundwater or water features may not be altered or impounded, except as may be permitted for the purposes of ecological restoration or dune stabilization. Water from ground or surface sources may not be diverted, blocked, extracted, pumped, or piped from the Property or degraded or polluted.

**I. Waste.**

Processing, retention, storage, transporting, dumping, disposal, or injection of liquid, solid, gaseous, natural or human-made waste, refuse, or debris on or into the Property is prohibited.

**J. Motorized Vehicles and Equipment.**

All motorized vehicles and equipment including off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, dirt bikes, and motorcycles may not be operated on the Property, except for the following purposes:

- 1) **Right to Use Motorized Vehicles and Equipment for Emergency Purposes.**  
The Owner retains the right to use motorized vehicles as necessary for emergency and public safety purposes.
- 2) **Right to Use Motorized Vehicles and Equipment for Other Permitted Uses.**  
The Owner retains the right to use motorized vehicles and equipment as necessary to complete any activities consistent with the Permitted Uses under Section 4; provided any rutting, compaction, or other soil disturbance is repaired and stabilized to the condition prior to disturbance upon

completion of the activity.

**K. Signs and Billboards.**

Billboards and permanent signs are prohibited except as follows:

1) **Right to Place Signs for Specific Purposes.**

The Owner retains the right to display signs for the following purposes and any other purposes consistent with Permitted Uses under Section 4.

- a. To disclose the name and address of the Property or the owner's name.
- b. To disclose that the Property is protected by a conservation easement.
- c. To state that trespassing or any unauthorized entry or use is prohibited.
- d. To advertise the Property for sale or lease.
- e. To identify and interpret trails and natural features.
- f. To warn of the presence of dogs or other animals.
- g. To warn or deal with matters of property boundaries, health, safety, and welfare.
- h. To comply with any applicable law or regulation.

**L. Other Permissible Uses.**

The Conservancy and the Owner acknowledge that there may be other permissible uses that may be fully consistent with the protection of the Conservation Values and Purposes but are not contemplated or expressly reserved in the Easement. Accordingly, the Conservancy and the Owner agree that the Owner may engage in any such permissible use only if the Owner seeks approval from the Conservancy prior to implementing any such use, and the Conservancy confirms in writing, and in its sole discretion, that the proposed use does not impair or interfere with the Conservation Values and Purposes of the Easement.

**5. CONSERVANCY RIGHTS.**

The Owner grants the following rights to the Conservancy to perpetually maintain the Conservation Values of the Property:

**A. Entry and Cooperation.**

The Conservancy, including its authorized agents, may enter the Property at reasonable times to monitor the Property, to enforce compliance with the Easement, and to otherwise exercise its rights under the Easement. The Owner shall fully cooperate with the Conservancy in the Conservancy's undertaking and execution of the Conservancy's responsibilities under the Easement; the Conservancy will not unreasonably interfere with the Owner's use and enjoyment of the Property or permit others to enter the Property. Except in case of emergency or if there is imminent threat to the Conservation Values, the Conservancy shall exercise reasonable efforts to notify the Owner in advance of the Conservancy's planned entry onto the Property. The Owner agrees to fully cooperate with the Conservancy regarding all matters relating to the Easement including, without limit, promptly, truthfully and accurately reporting and fully disclosing all activities and conditions on or affecting the Property regarding or affecting the Purposes and Conservation Values of the Easement and any violations of the Easement. The

Owner shall not directly or indirectly interfere with, restrict, place conditions upon access, or otherwise prevent the Conservancy or its representatives or agents from entering the Property for purposes of monitoring, inspecting, verifying, protecting, correcting, preserving or otherwise acting to protect the Conservation Values of or otherwise enforce the Easement. If locked gates or other features restrict access to the Property, the Owner shall provide the Conservancy with keys and all other information or means necessary for the Conservancy or its agents to be able to reasonably enter the Property by vehicular means over established access roads or trails; without liability, the Conservancy may undertake reasonable self-help to access the Property for Easement-related purposes if such information or means are not provided by the Owner.

**B. Preservation.**

The Conservancy has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of the Easement or detrimental to the Conservation Values of the Property.

**C. Restoration.**

Consistent with the remedies below, the Conservancy has the right to require the Owner to restore to its prior condition any area or feature of the Property which is damaged by any activity inconsistent with the Conservation Easement. The Owner shall conduct the restoration in accordance with a plan submitted to and approved by the Conservancy.

**D. Signage.**

The Conservancy has the right to place signs on the Property which identify the land as protected by the Easement. The number and location of any signs are subject to the Owner's approval, which shall not be unreasonably withheld or restricted.

**6. CONSERVANCY REMEDIES.**

The Conservancy has the following cumulative, nonexclusive remedies:

**A. Delay in Enforcement.**

Any delay in enforcement shall not be construed as a waiver of the Conservancy's right to enforce the terms of the Easement.

**B. Third Person Violations.**

The Owner and the Conservancy shall have the following rights for acts or occurrences at the Property beyond the direct or indirect control of the Owner:

- 1) The Conservancy may not bring an action against the Owner for modifications to the Property or damage to the Property or the Conservation Values resulting from natural causes beyond the Owner's control, including natural disasters, fires, floods, storms, natural earth movement or other acts of God.
- 2) The Owner shall be responsible for modifications or damage to the Property that impair or damage the Conservation Values of the Property and result from the acts of third persons whose use of, or presence on, the Property was authorized by the Owner. The Owner shall perform such restoration pursuant to and in accordance with the restoration plan prepared by a competent professional selected by the Owner and submitted to and

approved by the Conservancy in writing.

- 3) In the event of an unauthorized third-person violation of the Conservation Values on the Property, the Conservancy shall not seek restoration or exercise remedies available to it, if and so long as, the Owner diligently pursues all available legal remedies against the violator. In the event actions taken by unauthorized third persons impair the Conservation Values protected by the Easement, the Conservancy reserves the right, either jointly or singly, to pursue all appropriate civil and criminal penalties to compel restoration and the Owner assigns all claims and rights to recover against such third persons to the Conservancy.

**C. Notice and Demand.**

If the Conservancy determines that the Owner is in violation of the 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, to restore the Property. If at any time the Conservancy determines that the violation constitutes or threatens immediate and irreparable harm, the Conservancy after written notice to the Owner, may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property. If the Conservancy believes that the Easement has been, 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.

**D. Owner Failure to Act: Arbitration Clause.**

If, within 28 days after written notice, the Owner does not implement corrective measures requested by the Conservancy, the Conservancy may request that the parties enter into immediate and binding arbitration using an Attorney agreed to by both parties. If the parties cannot agree on an Attorney/Arbitrator, a declaratory judgment action may be filed in Berrien County Circuit Court with the presiding Circuit Court Judge naming an arbitrator, with arbitration to begin immediately. The Arbitrator's decision shall be binding on both parties. Or alternatively, the Conservancy, at its election may instead bring an action in law and/or in equity to enforce the terms of the Easement. In the case of immediate or irreparable harm, the Conservancy may invoke these same remedies without awaiting the expiration of the 28-day period as set forth in Paragraph 5C above. The Conservancy is entitled to seek 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. The Conservancy shall have the right to request of specific performance to impose or enforce any right and obtain relief by immediate temporary restraining, preliminary and/or permanent injunctive order. Such relief shall be against the Owner and/or any person or entity acting in concert with the Owner, and in addition to any other available remedies to the Conservancy, all such rights and remedies shall be cumulative.

**E. Actual or Threatened Non-Compliance.**

The Conservancy's rights under this Section 6 apply equally in the event of either

actual or threatened violations of the terms of the Easement. The Conservancy shall be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory, if so ordered by the Arbitrator or the Court as the case may be. The Conservancy's claim for injunctive relief or specific performance for a violation of the Easement shall not require proof of actual damages to the Conservation Values.

**F. 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 the Easement.

**7. NOTIFICATION.**

If the Owner proposes to undertake any activity which requires notice to the Conservancy or the Conservancy's approval, the Owner shall provide 60-days written notice of the Owner's planned activity together with all reasonably related information, including a written description of the planned activity, engineer/architect plans and drawings, permits, schedules, and the like. The Conservancy may obtain an additional thirty (30) day period to provide its approval by notifying the Owner of its intent to extend the time within the original sixty (60) day period. If the Conservancy does not object to the Owner's planned activity within 60 days after actual receipt of written notice and supporting materials or request a 30-day extension, then it shall be implied that approval by the Conservancy is given, but there is no implied approval for any activity contrary to the Easement or impairing a Conservation Value. The Conservancy's approval, actual or implied, shall continue for three years. If the Owner's approved activity is not completed within three years after the Owner's initial written notice to the Conservancy, then the Owner must re-submit the Owner's written application to the Conservancy.

**8. SUBORDINATION.**

Any lease, land contract, mortgage, lien, claim, or interest in the Property arising after the date of execution of the Easement shall be subject and subordinate to the terms of the Easement. Any easement arising after the date of execution of this Conservation Easement will be subject and subordinate, by operation of law or otherwise, to the Easement. Prior to granting such an easement, the Owner shall notify and obtain approval from the Conservancy, pursuant to the terms set forth in Section 7.

**9. CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN AND FEDERAL LAW.**

- A.** The Easement is an immediately vested interest in real property created pursuant to NREPA Part 21 Subpart 11 Conservation and Historic Preservation Easement, MCL 324.2140 et seq. The Owner agrees that the Easement has a fair market value that is at least equal to the proportional value that the Conservation Easement at the time of the gift bears to the value of the Property as a whole at that time.
- B.** The Easement is established for conservation purposes pursuant to the Internal Revenue Code, as amended, 26 U.S.C. Section 170(h)(1)-(6) and Sections

2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. Section 1.170A-14 et seq., as amended.

- C. The Conservancy is qualified to hold conservation easements pursuant to these statutes. The Conservancy is a publicly funded, non-profit 501(c)(3) organization with the authority to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational, or open-space values of real property, and with the commitment to preserve the Conservation Values of the Property.

**10. OWNERSHIP COSTS AND LIABILITIES.**

In accepting the Easement, the Conservancy shall have no liability or other obligation for costs, taxes, assessments, insurance, maintenance, or other liabilities 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, NREPA, or any similar statute or regulation. 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 hold harmless the Conservancy against such claims arising during the term of the Owner's ownership of the Property.

**11. HAZARDOUS MATERIALS.**

The Owner represents and warrants that the Owner has no knowledge of any release, discharge, dispersal or storage of hazardous substances, or hazardous wastes on the Property. The Owner agrees to defend, indemnify, and hold harmless the Conservancy against all claims of hazardous materials contamination on the Property.

**12. CESSATION OF CONSERVANCY EXISTENCE.**

If the Conservancy ceases to exist or 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 the Easement shall become vested in another entity which is 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, subject to approval by the Owner.

**13. ASSIGNMENT.**

The Conservancy may assign its rights and obligations under the Easement only to an organization that, at the time of the assignment, is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, subject to approval by the Owner. The Conservancy shall require as a condition of assignment that the assignee assume all obligations of the Conservancy under the Easement and continue to carry out the conservation purposes of the Easement.

**14. FUTURE CONDITIONS.**

No use shall be made of the Property and no activity thereon shall be permitted which is,

or is likely to become, inconsistent with the Purposes of the Easement. The Owner and the Conservancy acknowledge that, in view of the perpetual nature of the Easement, they are unable to foresee all potential future land uses, technologies, climate changes, evolution in flora and fauna, other natural resources, and other circumstances, occurrences and conditions affecting the Property or the purposes of the Easement.

**15. TERMINATION.**

The Easement may be extinguished only by a court order upon an unexpected change in condition which causes it to be impossible to fulfill the Purposes, or by exercise of eminent domain.

**A. Unexpected Change in Conditions.**

If subsequent circumstances render the Purposes impossible to fulfill, then the Easement may be partially or entirely terminated but only by judicial proceedings. The Conservancy will then be entitled to a share of the proceeds of any sale, exchange, or involuntary conversion of the Property, according to the Conservancy's proportional interest in the Property, as determined and as required under Treasury Regulations Section 1.170A-14(g)(6)(ii) or its successor. Notwithstanding the foregoing, the Owner and the Conservancy intend that the Easement not be subject to the legal doctrine of "changed conditions" that is applied to traditional servitudes. In making this grant, the Owner has considered the possibility that uses prohibited by the terms of the Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. The unprofitability of conducting or implementing any or all of the uses permitted under the terms of the Easement shall not impair the validity of the Easement or be considered grounds for its termination or extinguishment. It is the intent of the Owner that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of the Easement.

**B. Eminent Domain.**

If the Property is taken, in whole or in part, by power of eminent domain, then the Conservancy will be entitled to a share of the proceeds of any sale, exchange, or involuntary conversion of the Property, according to the Conservancy's proportional interest in the Property, as determined and as required under Treasury Regulations Section 1.170A-14(g)(6)(ii) or its successor.

**16. LIBERAL CONSTRUCTION.**

The Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the NREPA Conservation and Historic Preservation Easement statutory provisions, Part 21 Subpart 11, MCL 324.2140 et seq.

**17. AMENDMENT.**

The Owner and the Conservancy may jointly amend the Easement, provided that:

- A.** Such amendment is in writing and approved by the Conservancy and the Owner in their sole and absolute discretion.
- B.** No amendment shall be allowed that shall affect the qualification of the Easement

or the status of Conservancy under any applicable laws, including MCL 324.2140-324.2144 or Section 170(h) of the Internal Revenue Code.

- C. Any amendment shall be consistent with the Purposes of the Easement.
- D. Any amendment shall not affect the perpetual duration of the Easement.
- E. Any such amendment shall be in writing and recorded in the official property records of the County where the Property is located and in all other jurisdictions and places where such recording is required.

**18. OWNER RESPONSIBILITY AND CONSERVANCY APPROVAL.**

If the approval of, consent to, or non-objection by the Conservancy is required or given regarding any act, action, or activity of the Owner or the Owner's agents or contractors upon the land, then, notwithstanding any such approval or consent of the Conservancy, for all purposes the Owner shall be solely responsible for the planning, design, necessity, implementation, means, methods, materials, execution, adequacy, timing, soundness, supervision, inspection, completion, conduct, effectiveness, impacts, results, or consequences of any such activity and any act or omission in connection therewith, occasioned thereby, or arising in connection with the same, including without limit any adverse impact the same may have upon the Conservation Values protected by the Easement. Under no circumstances shall the approval of, consent to and/or non-objection by the Conservancy to any act, action, activity of the Owner or the Owner's agents or contractors be deemed to be, directly or indirectly, in whole or in part, participation, acceptance, ratification, release, waiver, or a defense or other impediment to the Conservancy's right to protect the Conservation Values of or otherwise to enforce the terms of the Easement against the Owner or any third person.

**19. HOLD HARMLESS.**

The Owner agrees to hold harmless the Conservancy, its directors/trustees, officers, employees, agents, volunteers, and representatives against all claims, actions, proceedings, liabilities, damages, losses, penalties, fines, costs, enforcement and restoration fees and costs, testing and engineering fees and costs, consultant and expert fees and costs, and reasonable attorney fees and costs arising directly or indirectly from or in conjunction with:

- A. Injury or death to any person, damage to or diminution in the value of any property, or damage to natural resources from any act, omission, condition, or other matter related to or occurring on or about the Property.
- B. The presence, suspected presence, or threatened or actual release of any hazardous substance whether into the air, soil, surface or groundwater on, in, above, or below the Property.
- C. Any actual or alleged violation of any environmental law affecting the Property, whether occurring prior to or during the Owner's ownership of the Property and whether caused or permitted by the Owner or any person other than the Owner.
- D. Any claim or defense by the Owner or any third person that Conservancy is liable as an owner or operator of the Property under any environmental law.
- E. Any breach of the Owner's representations, warranties, or retained responsibilities, obligations, or liabilities under the Easement, provided, however, this paragraph shall not apply if it is finally determined by a Michigan court that any of the foregoing



was solely caused by gross negligence or material willful misconduct of the Conservancy.

**20. NOTICES.**

All notices required or permitted under this Agreement shall be in writing and deemed given to a party and effective when:

- A. Delivered in person to a party or to an officer of the party being notified.
- B. Sent by certified mail return receipt requested, express mail with proof of delivery, first class mail prepaid, or a recognized nationwide courier service with proof of delivery to a party at the address set forth herein or to the last known address of a party.
- C. Either party may change its address by providing written notice of the same. Refusal of a party to accept notice shall not impair the giving of notice.

**21. SEVERABILITY.**

If any portion of the Easement is determined to be invalid, the remaining provisions will remain in force.

**22. SUCCESSOR RIGHTS AND OBLIGATIONS.**

The 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 the Easement to the same extent as the Owner. A party's respective future rights and obligations under the Easement terminate upon transfer of that party's interest in the Property, provided, however, liability accruing for acts or omissions prior to transfer survives transfer.

**23. MICHIGAN LAW AND FORUM.**

The Easement will be construed in accordance with Michigan law. The Owner and the Conservancy agree and consent that all litigation with respect to or arising out of the Easement shall be filed, heard and decided by a Michigan court with jurisdiction over the Property or where the Conservancy maintains its principal place of business in Michigan.

**24. ENTIRE AGREEMENT.**

The Easement sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

**25. EXHIBITS.**

The Easement includes, and incorporates the following Exhibits:

- A. Exhibit A: Legal Description and Survey
- B. Exhibit B: Baseline Documentation Map

**CERTIFICATION**

**OWNER:**

VILLAGE OF MICHIANA, A MICHIGAN MUNICIPAL CORPORATION

BY:   
Timothy R. Iverson

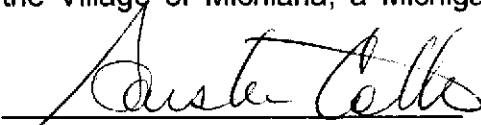
ITS: Council President

STATE OF MICHIGAN )

)

COUNTY OF BERRIEN )

Acknowledged before me on this 15 of AUGUST, 2016, by Timothy R. Iverson, known to me to be the Council President of the Village of Michiana, a Michigan Municipal Corporation.



Notary Public  
Berrien County, Michigan  
Acting in the County of Berrien  
My commission expires: \_\_\_\_\_

Saisha Collins  
Notary Public, State of Michigan  
County of Cass  
My Commission Expires August 7, 2019  
Acting in County of Berrien

**CONSERVANCY:**

CHIKAMING OPEN LANDS, A MICHIGAN NON-PROFIT CORPORATION

BY:   
Linda S. Puvogel

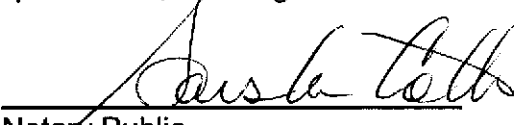
ITS: President

STATE OF MICHIGAN )

)

COUNTY OF BERRIEN )

Acknowledged before me on this 15 of AUGUST, 2016, by Linda S. Puvogel, known to me to be the President of Chikaming Open Lands, a Michigan Non-Profit Corporation.



Notary Public  
Berrien County, Michigan  
Acting in the County of Berrien  
My commission expires: \_\_\_\_\_

Saisha Collins  
Notary Public, State of Michigan  
County of Cass  
My Commission Expires August 7, 2019  
Acting in County of Berrien

**PREPARED BY:**

Ryan J. Postema  
Land Protection Specialist  
Chikaming Open Lands  
12291 Red Arrow Highway  
Sawyer, MI 49125

**AFTER RECORDING, RETURN TO:**

Ryan J. Postema  
Land Protection Specialist  
Chikaming Open Lands  
12291 Red Arrow Highway  
Sawyer, MI 49125

**SEND TAX BILLS TO:**

Village of Michiana  
4000 Cherokee Drive  
Michiana, MI 49117

**EXHIBIT A**  
**Legal Description and Survey**

The land situated in Section 24, Township 08 South, Range 22 West, Township of New Buffalo and Village of Michiana, County of Berrien, State of Michigan, is described as follows:

**PARCEL 1:**

Lots 4, 5, 13, 14, 18 through 21, inclusive, Block 1 of MICHIANA SHORES SUBDIVISION NO. 1, according to the plat thereof recorded in Liber 8 of Plats, page 8 of Berrien County Records.

**PARCEL 2:**

Lot 7, 24, 25 and 26, Block 2 of MICHIANA SHORES SUBDIVISION NO. 1, according to the plat thereof recorded in Liber 8 of Plats, page 8 of Berrien County Records.

**PARCEL 3:**

Lots 1 and 2 and Lots 7 through 10, inclusive, and Lots 14 through 18, inclusive, Block 3 of MICHIANA SHORES SUBDIVISION NO. 1, according to the plat thereof recorded in Liber 8 of Plats, page 8 of Berrien County Records. ALSO Lot 11 and the West 20.01 feet of Lot 12, Block 3, said plat. ALSO Lot 13 and the East 20.01 feet of Lot 12, Block 3, said plat.

**PARCEL 4:**

Lots 5 and 6 and Lots 10 through 25, inclusive, Block 5 of MICHIGAN SHORES SUBDIVISION, according to the plat thereof, recorded in Liber 8 of Plats, page 55 of Berrien County Records. ALSO Lots 29 and 30, Block 5, said Plat.

**PARCEL 5:**

Lots 1 through 9 and Lots 11 through 13, inclusive, Block 6 of MICHIGAN SHORES SUBDIVISION, according to the plat thereof, recorded in Liber 8 of Plats, page 55 of Berrien County Records. ALSO the Westerly Half of Lot 14, Block 6, said Plat.

**PARCEL 6:**

Lots 29, 30, 31, 36, 37, 38 and 39, Block 6 of MICHIGAN SHORES SUBDIVISION, according to the plat thereof, recorded in Liber 8 of Plats, page 55 of Berrien County Records. ALSO the Northeast Half of Lot 28, Block 6, said Plat.

**Tax Identification Numbers:**

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11-41-4850-0028-00-6, 11-41-4850-0045-00-8, 11-41-4850-0046-00-4, 11-41-4850-0047-00-1,  
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11-41-5050-0152-00-3, 11-41-5050-0156-00-9, 11-41-5050-0175-00-3, 11-41-5050-0176-00-0,  
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11-41-5050-0186-00-5, 11-41-5050-0188-00-8, 11-41-5050-0190-00-2, 11-41-5050-0191-00-9,  
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various Lake Shore Drive, New Buffalo, MI 49117

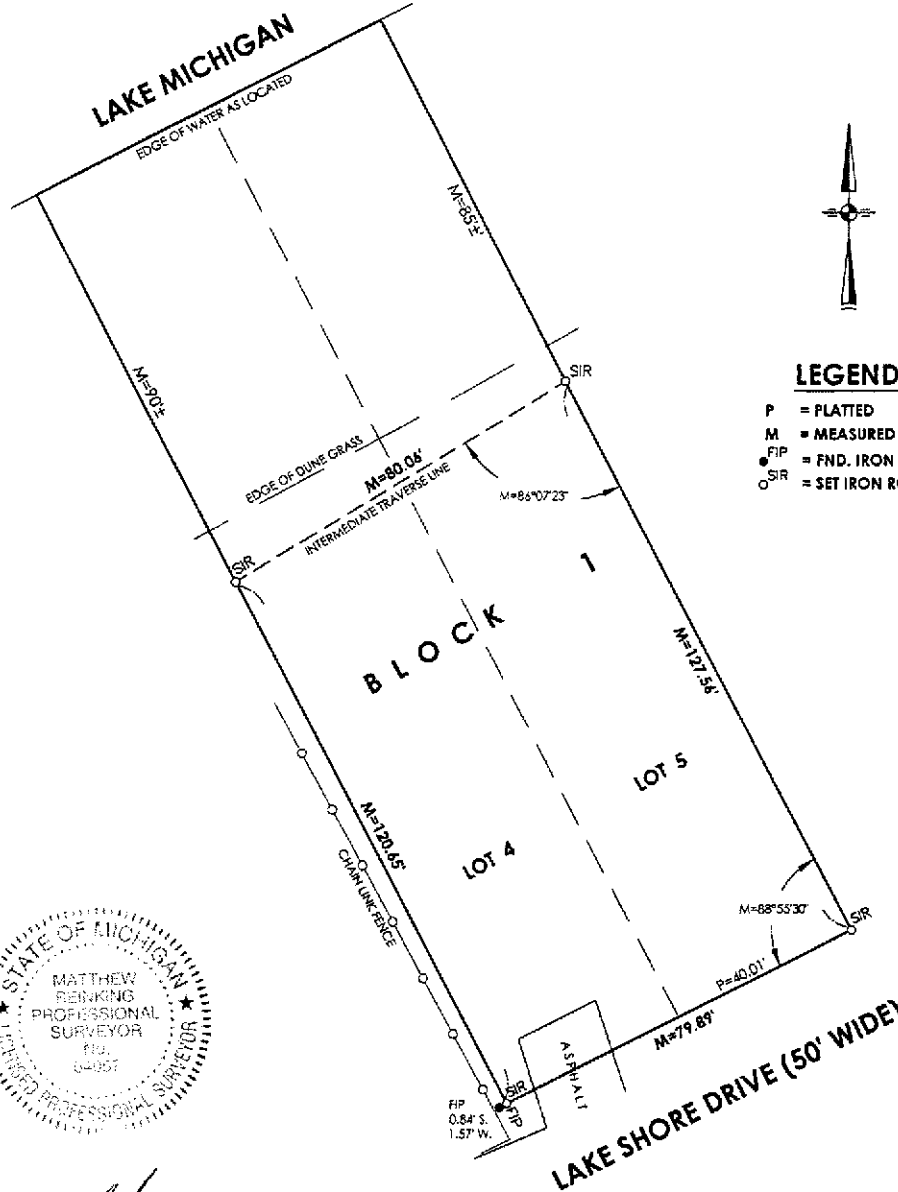
95 West Main Street  
Benton Harbor, MI 49022  
T 269.927.2295  
F 269.927.1017

Manistee, MI  
South Haven, MI  
South Bend, IN  
Portage, IN

# CERTIFICATE OF SURVEY

I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND: LOTS 4 AND 5, BLOCK 1, MICHIANA SHORES SUBDIVISION NO. 1, VILLAGE OF MICHIANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 8 OF PLATS, PAGE 8 OF BERRIEN COUNTY RECORDS.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 1" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705758, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.



### LEGEND

- P = PLATTED
- M = MEASURED
- FIP = FND. IRON PIPE
- SIR = SET IRON ROD



*Matthew Reinking*  
**MATTHEW REINKING**  
 LICENSED PROFESSIONAL SURVEYOR No. 54057  
 ABONMARCHE CONSULTANTS, INC.

JANUARY 8, 2016  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR: <b>CHIKAMING OPEN LANDS</b> <b>FIRST AMERICAN TITLE INSURANCE COMPANY</b> <b>PART OF PARCEL 1</b>	DRAWN BY: MGR APPROVED BY: DATE: JANUARY 7, 2016 SCALE: 1" = 30'	LOTS 4 & 5, BLOCK 1 MICHIANA SHORES SUB. NO. 1 VILLAGE OF MICHIANA SHEET 1 OF 3
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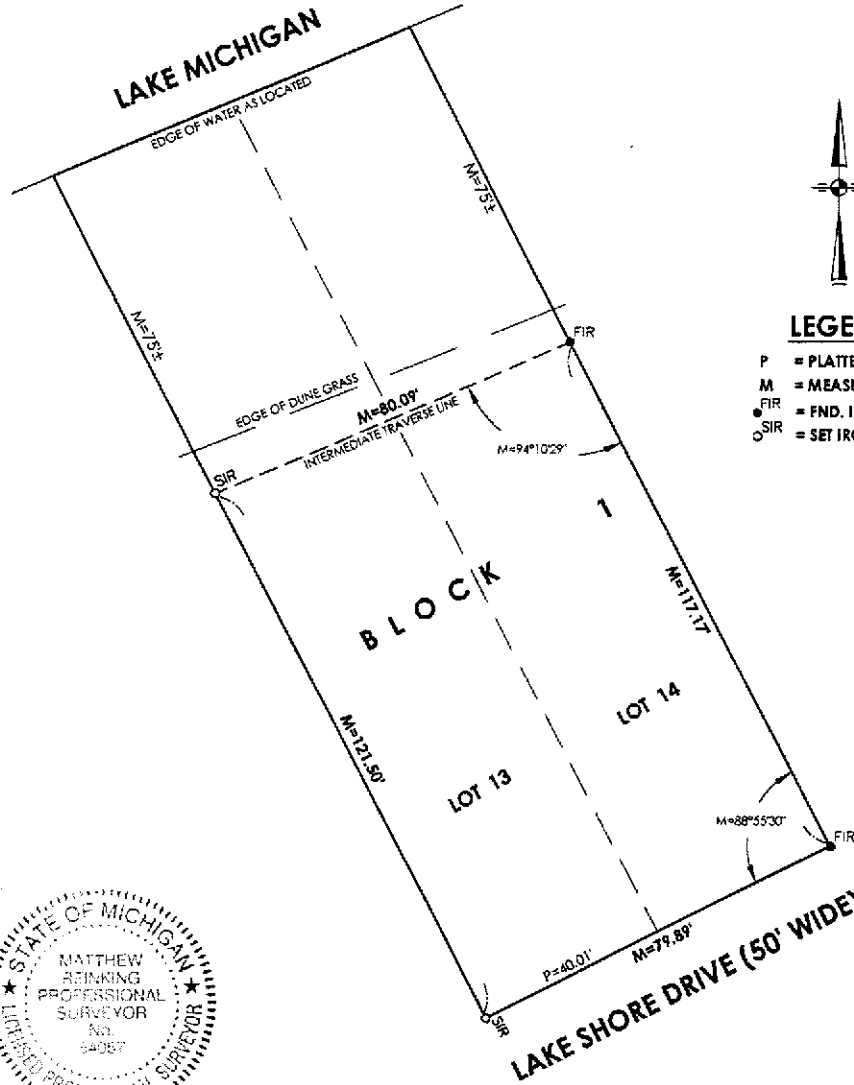
95 West Main Street  
Benton Harbor, MI 49022  
T 269.927.2295  
F 269.927.1017

Manistee, MI  
South Haven, MI  
South Bend, IN  
Portage, IN

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*Matthew Reinking*  
MATTHEW REINKING  
LICENSED PROFESSIONAL SURVEYOR No. 54057  
ABONMARCHE CONSULTANTS, INC.

JANUARY 8, 2016  
DATE OF CERTIFICATE

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PREPARED FOR: <b>CHIKAMING OPEN LANDS</b> <b>FIRST AMERICAN TITLE INSURANCE COMPANY</b> <b>PART OF PARCEL 1</b>	DRAWN BY: MGR	LOTS 4 & 5, BLOCK 1
	APPROVED BY:	MICHIANA SHORES SUB. NO. 1
	DATE: JANUARY 7, 2016	VILLAGE OF MICHIANA
	SCALE: 1" = 30'	SHEET 2 OF 3

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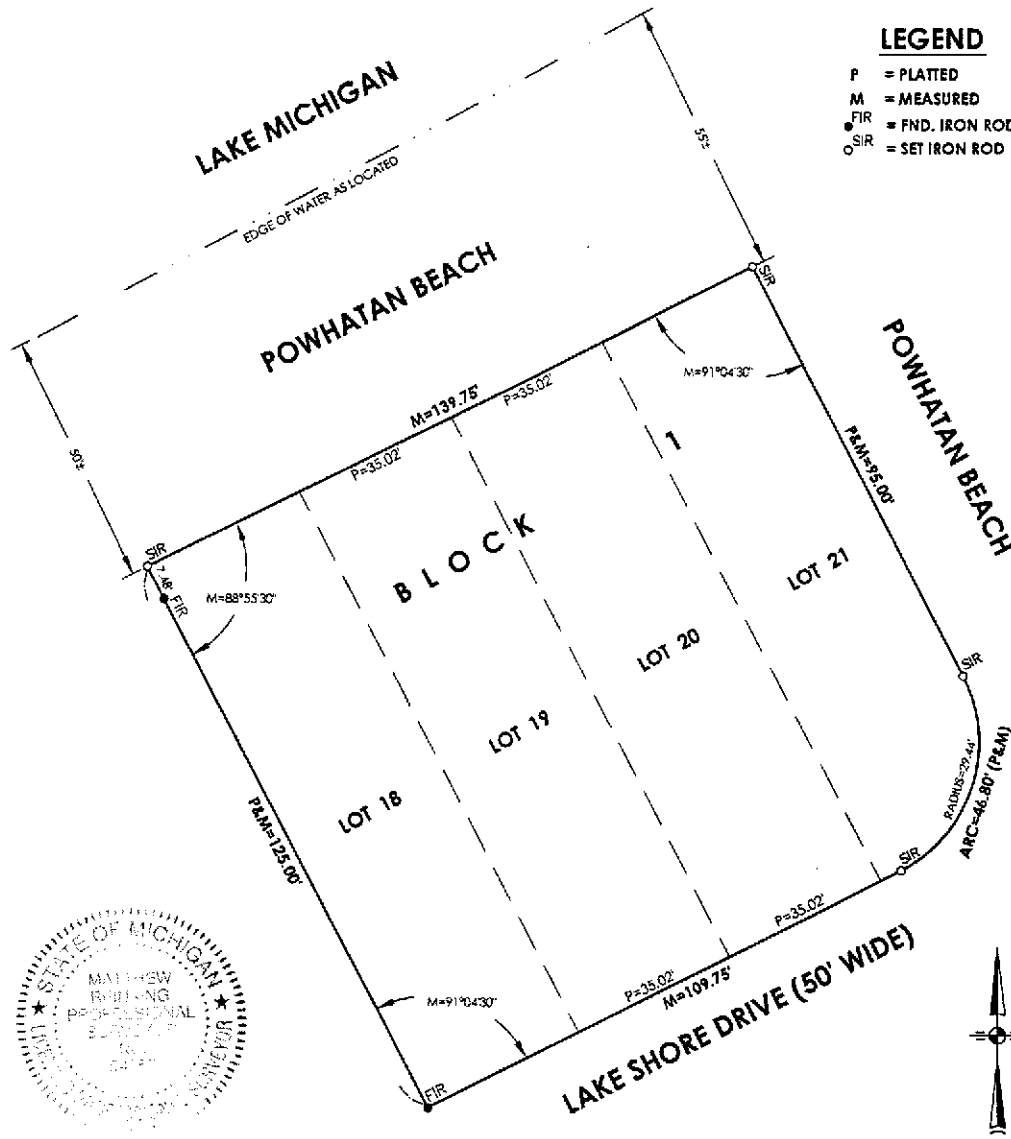
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*Matthew Reinking*  
**MATTHEW REINKING**  
 LICENSED PROFESSIONAL SURVEYOR No. 54057  
 ABONMARCHE CONSULTANTS, INC.

JANUARY 8, 2016  
 DATE OF CERTIFICATE

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PREPARED FOR: <b>CHIKAMING OPEN LANDS</b> <b>FIRST AMERICAN TITLE INSURANCE COMPANY</b> <b>PARCEL 1</b>	DRAWN BY: MGR	LOTS 4 & 5, BLOCK 1
	APPROVED BY:	MICHIANA SHORES SUB. NO. 1
	DATE: JANUARY 7, 2016	VILLAGE OF MICHIANA
	SCALE: 1" = 30'	SHEET 3 OF 3

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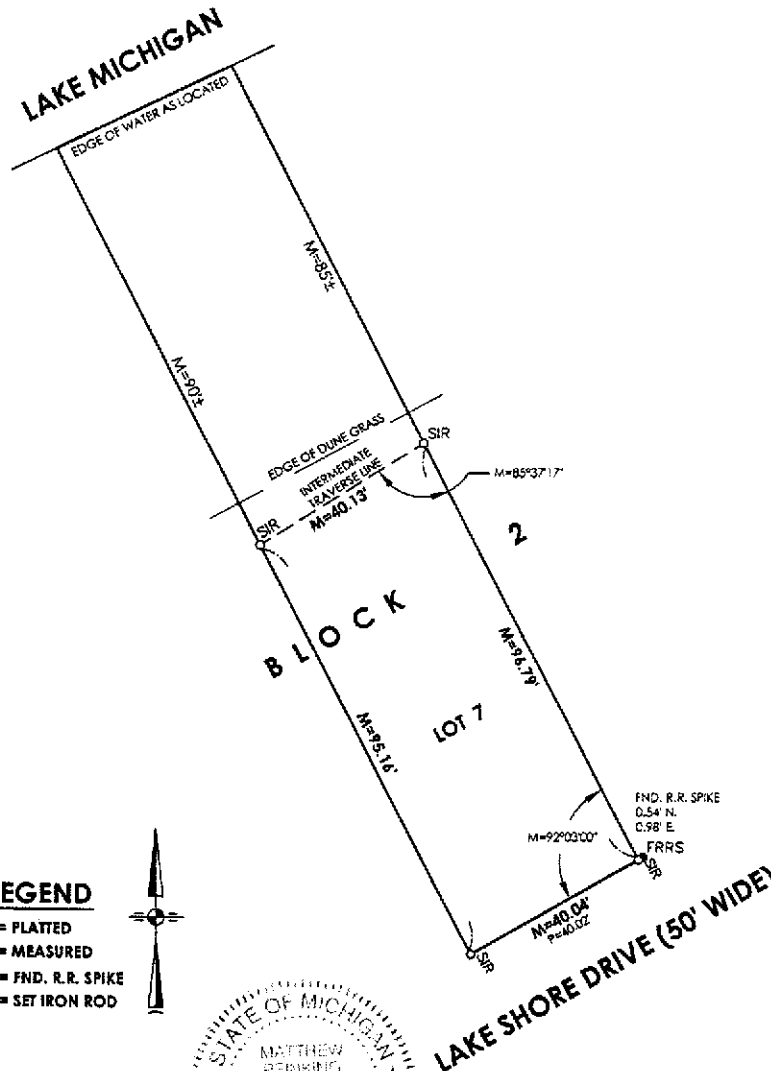
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# CERTIFICATE OF SURVEY

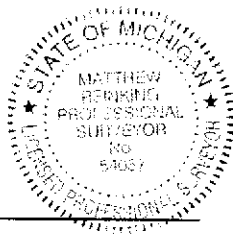
I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:  
LOT 7, BLOCK 2, MICHIANA SHORES SUBDIVISION NO. 1, VILLAGE OF MICHIANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 8 OF PLATS, PAGE 8 OF BERRIEN COUNTY RECORDS.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 2" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705758, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.



**LEGEND**

- P = PLATTED
- M = MEASURED
- FRRS = FND. R.R. SPIKE
- SIR = SET IRON ROD



*Matthew Reinking*  
**MATTHEW REINKING**  
LICENSED PROFESSIONAL SURVEYOR No. 54057  
ABONMARCHE CONSULTANTS, INC.

JANUARY 13, 2016  
DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR: <b>CHIKAMING OPEN LANDS</b> <b>FIRST AMERICAN TITLE INSURANCE COMPANY</b> <b>PARCEL 2</b>	DRAWN BY: MGR	LOT 7, BLOCK 2
	APPROVED BY:	MICHIANA SHORES SUB. NO. 1
	DATE: JANUARY 13, 2016	VILLAGE OF MICHIANA
	SCALE: 1" = 30'	SHEET 1 OF 2

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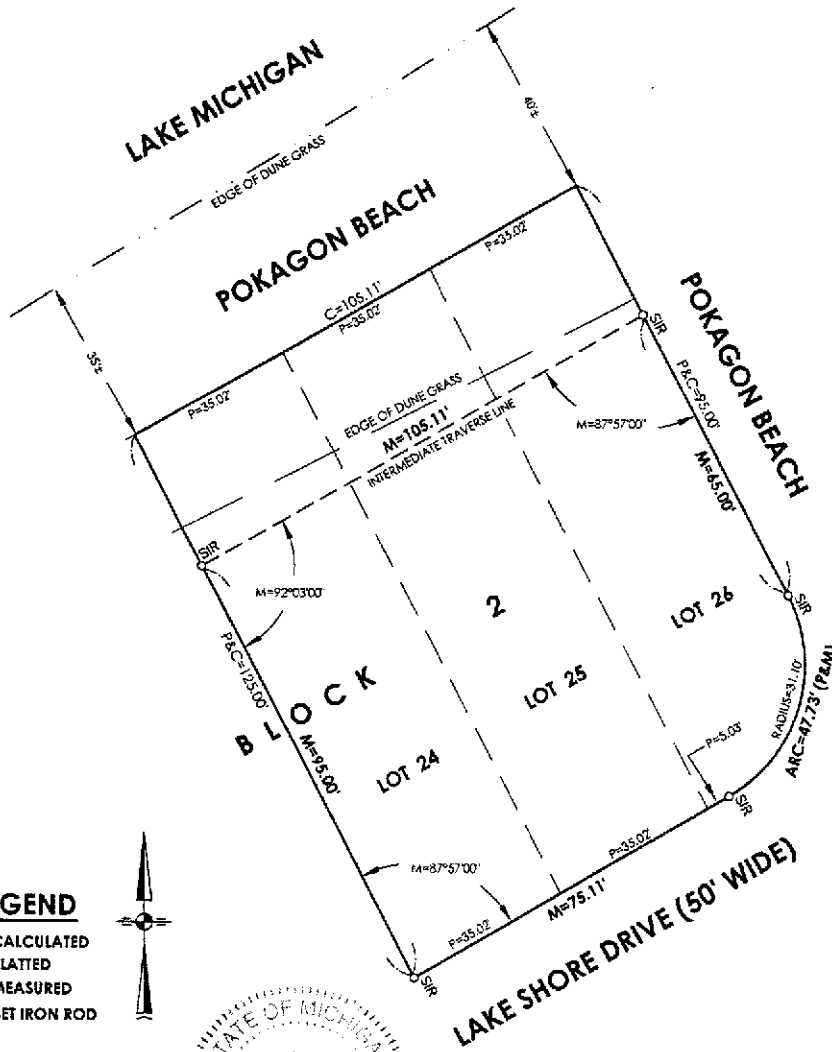
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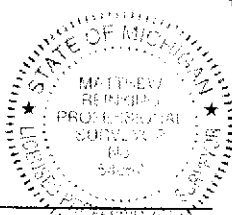
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**LEGEND**  
 C = CALCULATED  
 P = PLATTED  
 M = MEASURED  
 SIR = SET IRON ROD



*Matthew Reinking*  
**MATTHEW REINKING**  
 LICENSED PROFESSIONAL SURVEYOR No. 54057  
 ABONMARCHE CONSULTANTS, INC.

JANUARY 13, 2016  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY. EASEMENTS OR EXCEPTIONS, ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR: <b>CHIKAMING OPEN LANDS</b> <b>FIRST AMERICAN TITLE INSURANCE COMPANY</b> <b>PARCEL 2</b>	DRAWN BY: MGR	LOTS 24-26, BLOCK 2
	APPROVED BY:	MICHIANA SHORES SUB. NO. 1
	DATE: JANUARY 13, 2016	VILLAGE OF MICHIANA
	SCALE: 1" = 30'	SHEET 2 OF 2

E:\CIVIL\INDUSTRY PROJ\15-0319.dwg, 8:54:14 AM, 1/13/2016 6:43:17 PM, mreinking, 1:1

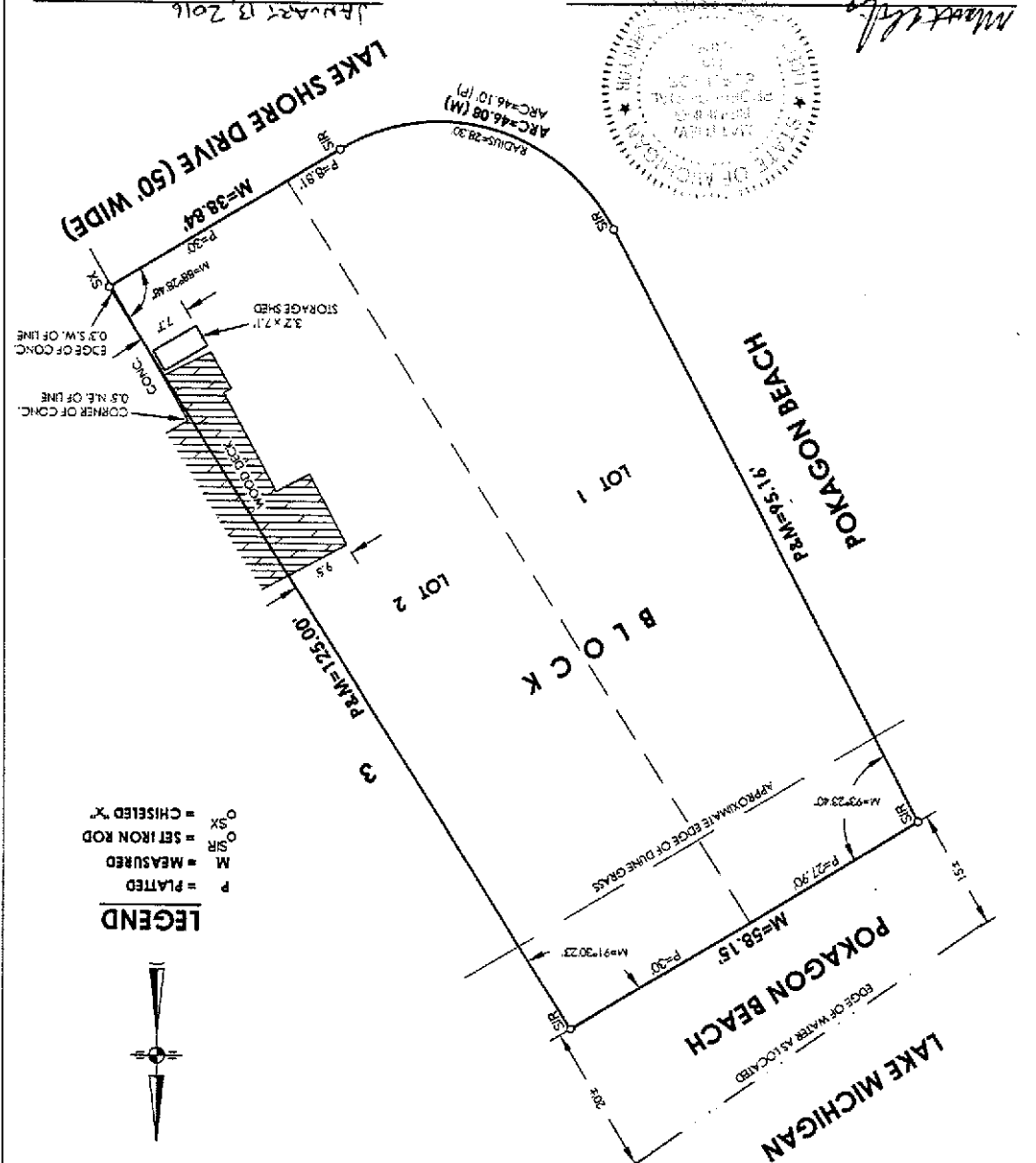
JOB NO. 15-0319 2B

JOB NO. 15-0319 3A

PREPARED FOR:	CHIKAMING OPEN LANDS
DRAWN BY:	MGR
APPROVED BY:	
DATE:	JANUARY 13, 2016
SHEET	1 OF 2

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS REFERRED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARNINGS OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR NO. 54057  
 ABONMARCHÉ CONSULTANTS, INC.



**CERTIFICATE OF SURVEY**

1. MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND: LOTS 1 AND 2, BLOCK 3, MICHIGANA SHORES SUBDIVISION NO. 1, VILLAGE OF MICHIGANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 8 OF PLATS, PAGE 8 OF BERRIEN COUNTY RECORDS.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 3" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705758, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.

95 West Main Street  
 Benton Harbor, MI 49022  
 T 269.927.2295  
 F 269.927.1017

Monsteele, MI  
 South Haven, MI  
 South Bend, IN  
 Portage, IN

Engineering  
 Architecture  
 Land Surveying  
 Mapping/Plotting  
 Community Planning  
 Landscape Architecture  
 Development Services

Confidence By Design  
**ABONMARCHÉ**

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 STATE OF MICHIGAN  
 DEPARTMENT OF LAND AND NATURAL RESOURCES  
 DIVISION OF SURVEYING  
 MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR  
 NO. 54057  
 JANUARY 13, 2016  
 11:37:20 AM  
 6-43-20 PM, meeting, 11

# CERTIFICATE OF SURVEY

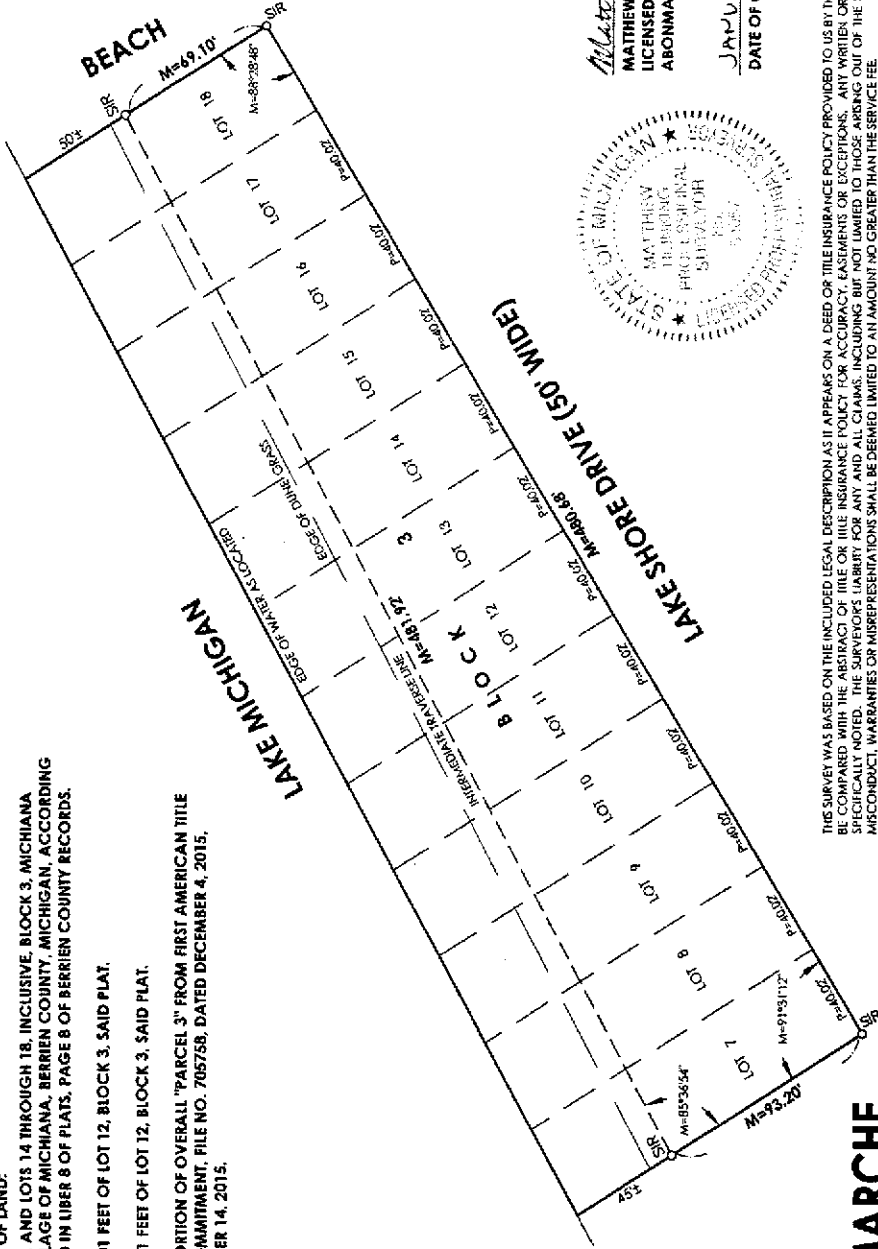
I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 7 THROUGH 10, INCLUSIVE, AND LOTS 14 THROUGH 18, INCLUSIVE, BLOCK 3, MICHIANA SHORES SUBDIVISION NO. 1, VILLAGE OF MICHIANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 8 OF PLATS, PAGE 8 OF BERRIEN COUNTY RECORDS.

ALSO LOT 11 AND THE WEST 20.01 FEET OF LOT 12, BLOCK 3, SAID PLAT.

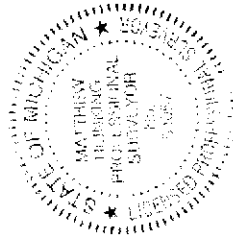
ALSO LOT 13 AND THE EAST 20.01 FEET OF LOT 12, BLOCK 3, SAID PLAT.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 3" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705768, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.



### LEGEND

- P = PLATTED
- M = MEASURED
- SIR = SET IRON ROD



*Matthew Reinking*  
 MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR NO. 54057  
 ABONMARCHÉ CONSULTANTS, INC.

JANUARY 13, 2016  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY. EASEMENTS OR EXCEPTIONS, ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:

Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

CHIKAMING OPEN LANDS

FIRST AMERICAN TITLE INSURANCE COMPANY  
 PARCEL 3

LOT 7-18, BLOCK 3  
 MICHIANA SHORES SUB. NO. 1  
 VILLAGE OF MICHIANA  
 SHEET 2 OF 2

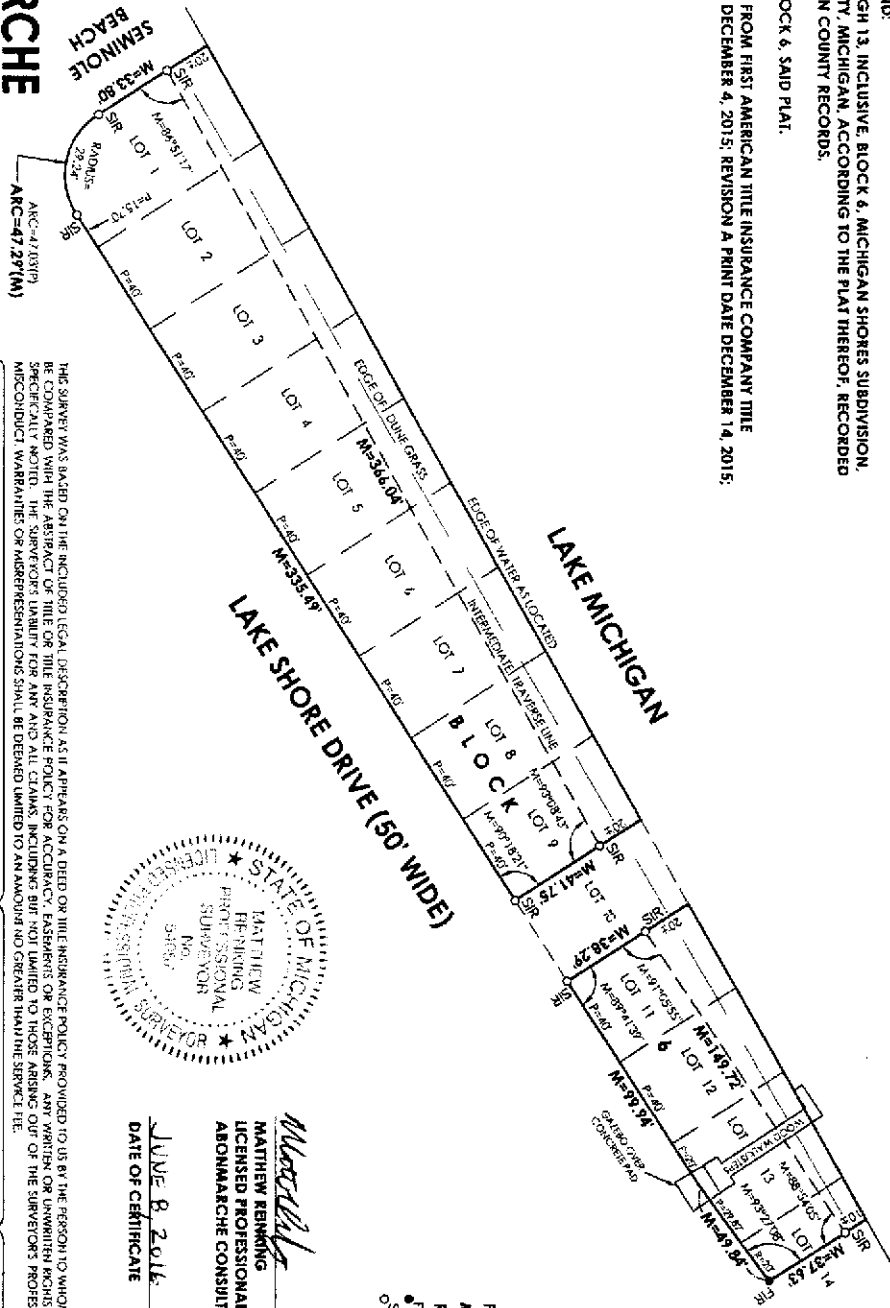
**ABONMARCHÉ**  
 Constancy by Design  
 95 West Main Street  
 Benton Harbor, MI 49022  
 T 269.927.2295  
 F 269.927.1017

EXPTBCH1 2015 - ABONMARCHÉ CONSULTANTS, INC.

# CERTIFICATE OF SURVEY

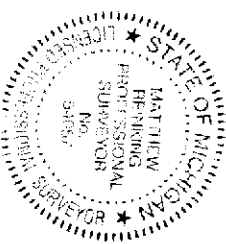
I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:  
 LOTS 1 THROUGH 9 AND LOTS 11 THROUGH 13, INCLUSIVE, BLOCK 6, MICHIGAN SHORES SUBDIVISION, VILLAGE OF MICHIANA, BERREN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, RECORDED IN LIBER 8 OF PLATS, PAGE 55 OF BERREN COUNTY RECORDS.  
 ALSO THE WESTERLY HALF OF LOT 14, BLOCK 6, SAID PLAT.

THE ABOVE DESCRIPTION IS "PARCEL 5" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705758, DATED DECEMBER 4, 2015; REVISION A PRINT DATE DECEMBER 14, 2015; REVISION B PRINT DATE JUNE 7, 2016.



### LEGEND

- P = PLATTED
- M = MEASURED
- R = RECORDED
- FIR = FND. IRON ROD
- SIR = SET IRON ROD



*Matthew Reinking*  
 MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR NO. 54057  
 ABONMARCHE CONSULTANTS, INC.

JUNE 8, 2016  
 DATE OF CERTIFICATE

THIS SURVEY WAS MADE ON THE INCLUSIVE LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED THEREWITH FOR DISCREPANCIES. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS INCLUDING BUT NOT LIMITED TO DAMAGES INCURRED BY THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE AMOUNT OF THE SURVEYOR'S PROFESSIONAL LIABILITY INSURANCE COVERAGE. THIS CERTIFICATE IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE SURVEYOR'S PROFESSIONAL LIABILITY INSURANCE COVERAGE. MISCHANCE WARRANTS OR REPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

**ABONMARCHE**  
 Confidence By Design

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 Benton Harbor, MI 49022  
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 F 269.927.1017

Madison, MI  
 South Haven, MI  
 Portage, IN

Engineering  
 Architecture  
 Land Surveying  
 Civil/Structural  
 Community Planning  
 Landscape Architecture  
 Development Services

PREPARED FOR:  
 CHIKAMING OPEN LANDS  
 FIRST AMERICAN TITLE INSURANCE COMPANY  
 REVISED PARCEL 5

DRAWN BY: MGR	LOTS 1, 9, 11-14, BLOCK 6
APPROVED BY: MAF	MICHIGAN SHORES SUBDIVISION
DATE: JUN 8, 2016	VILLAGE OF MICHIANA
SCALE: 1" = 40'	SHEET 1 OF 1

# CERTIFICATE OF SURVEY

I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:  
 LOTS 29, 30, AND 31, BLOCK 6, MICHIGAN SHORES SUBDIVISION, VILLAGE OF MICHIANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 8 OF PLATS, PAGE 55 OF BERRIEN COUNTY RECORDS.

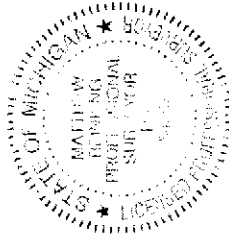
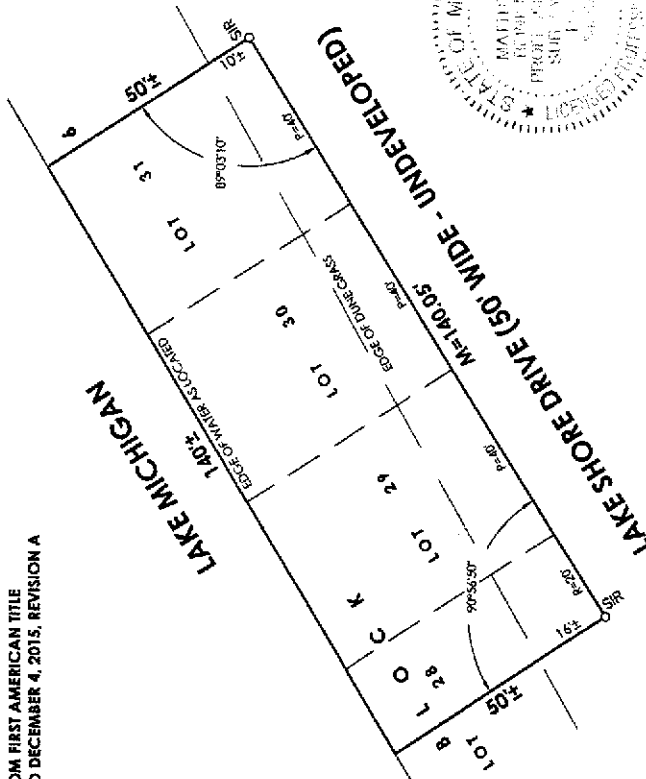
ALSO THE NORTHEAST HALF OF LOT 28, BLOCK 6, SAID PLAT.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 6" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705758, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.



### LEGEND

- P = PLATED
- M = MEASURED
- R = RECORDED
- SIR = SET IRON ROD



*Matthew Reinking*  
 MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR NO. 54057  
 ABONMARCHÉ CONSULTANTS, INC.

JANUARY 23, 2016  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CARRIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE LIMITED TO AN AMOUNT NOT GREATER THAN THE SERVICE FEE.

PREPARED FOR:

Engineering  
 Architecture  
 Land Surveying  
 Municipal/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

CHIKAMING OPEN LANDS

FIRST AMERICAN TITLE INSURANCE COMPANY  
 PARCEL 6

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95 West Main Street  
 Berrien Harbor, MI 49022  
 T 269-927-2295  
 F 269-927-1017

DRAWN BY: MGR

APPROVED BY:

DATE: JANUARY 21, 2016

SCALE: 1" = 30'

LOTS 28-31, BLOCK 6

MICHIGAN SHORES SUBDIVISION

VILLAGE OF MICHIANA

SHEET 1 OF 2

# CERTIFICATE OF SURVEY

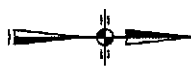
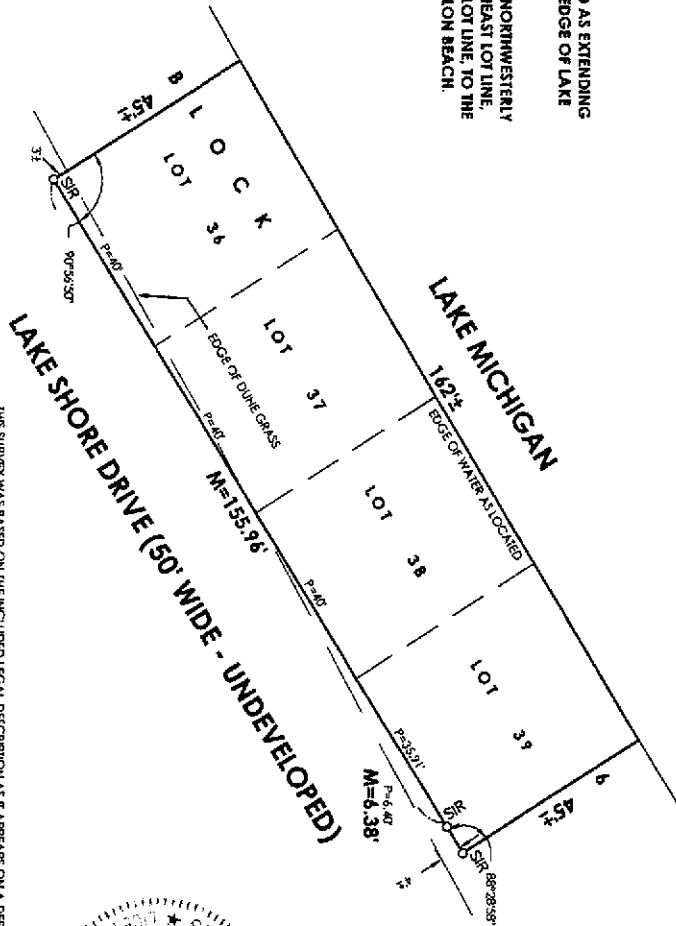
I, **MATTHEW REINKING**, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:  
 LOTS 36, 37, 38, AND 39, BLOCK 6, MICHIGAN SHORES SUBDIVISION, VILLAGE OF MICHIGANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 8 OF PLATS, PAGE 59 OF BERRIEN COUNTY RECORDS.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 6" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705758, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.

**NOTES:**

LOTS 36-38, BLOCK 6 ARE PLATTED AS EXTENDING NORTHWESTERLY TO THE WATER'S EDGE OF LAKE MICHIGAN.

LOT 39 AS PLATTED EXTENDS IN A NORTHWESTERLY DIRECTION 125.18' ON THE NORTHEAST LOT LINE, AND 124.88' ON THE SOUTHWEST LOT LINE, TO THE SOUTHEAST LINE OF PLATTED AVAION BEACH.



**LEGEND**

- P = PLATTED
- M = MEASURED
- SIR = SET IRON ROD



*Matthew Reinking*  
 MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR NO. 54057  
 ABONMARCHÉ CONSULTANTS, INC.

JANUARY 22, 2016  
 DATE OF CERTIFICATE



95 West Main Street  
 Benton Harbor, MI 49022  
 T 269.927.2295  
 F 269.927.1017

Marquette, MI  
 South Haven, MI  
 South Bend, IN  
 Portage, MI

Engineering  
 Architectural  
 Land Surveying  
 Monro/W/Interior  
 Community Planning  
 Landscape Architecture  
 Development Services

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE CONSIDERED WITH THE ASSUMPTIONS MADE IN THE LEGAL DESCRIPTION. THE SURVEYOR'S OBLIGATION IS LIMITED TO THE INFORMATION PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED. THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, CROSS ACCORDS, WARRANTIES OR ASSURANCES SHALL BE DEBARRED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:  
**CHIKAMING OPEN LANDS**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**PARCEL 6**

DRAWN BY: MGR	LOTS 36-39, BLOCK 6
APPROVED BY:	MICHIGAN SHORES SUBDIVISION
DATE: JANUARY 21, 2016	VILLAGE OF MICHIGANA
SCALE: 1" = 30'	SHEET 2 OF 2

# CERTIFICATE OF SURVEY

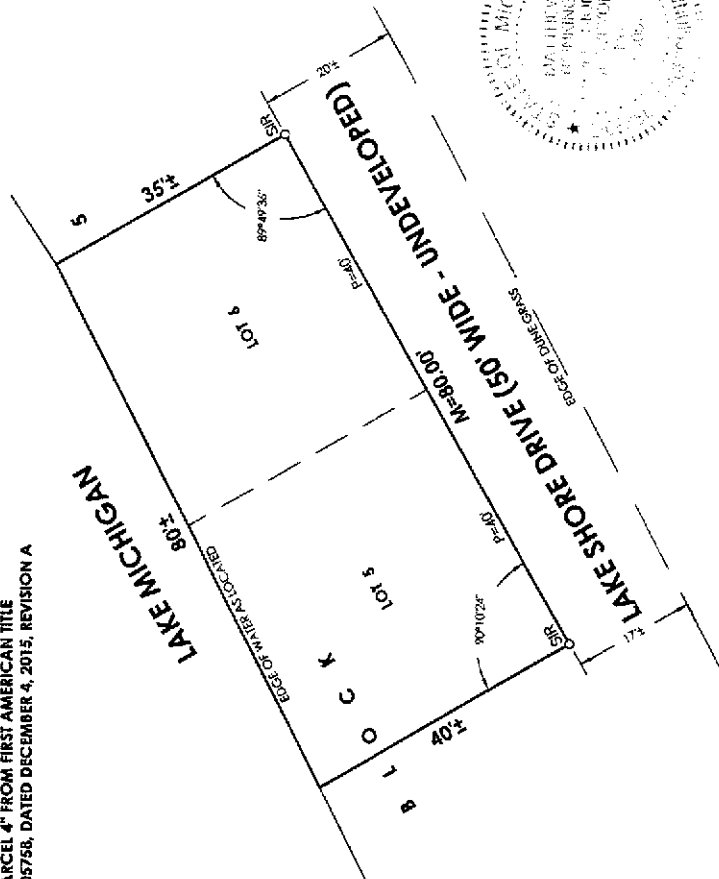
I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:  
 LOTS 5 AND 6, BLOCK 5, MICHIGAN SHORES SUBDIVISION, VILLAGE OF MICHIANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 8 OF PLATS, PAGE 55 OF BERRIEN COUNTY RECORDS.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 4" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705758, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.



### LEGEND

- P = PLATTED
- M = MEASURED
- SIR = SET IRON ROD



*Matthew Reinking*  
 MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR No. 54057  
 ABONMARCHÉ CONSULTANTS, INC.

JANUARY 21, 2016  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

DRAWN BY: MGR	LOTS 5 & 6, BLOCK 5
APPROVED BY:	MICHIGAN SHORES SUBDIVISION
DATE: JANUARY 21, 2016	VILLAGE OF MICHIANA
SCALE: 1" = 20'	SHEET 1 OF 3

PREPARED FOR:  
**CHIKAMING OPEN LANDS**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**PARCEL 4**  
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Monistee, MI  
 South Haven, MI  
 South Bend, IN  
 Portage, IN

Engineering  
 Architecture  
 Land Surveying  
 Marine/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

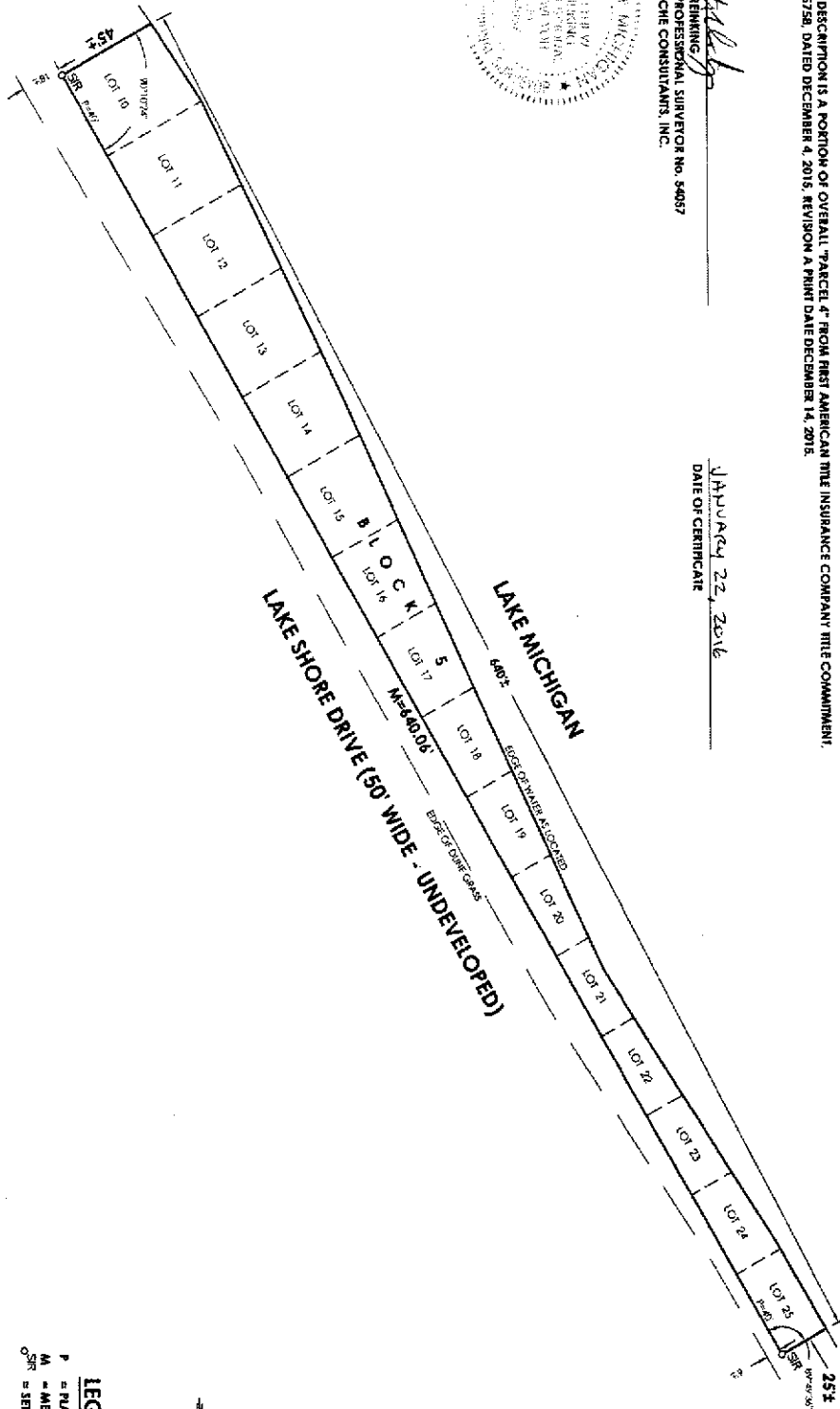
# CERTIFICATE OF SURVEY

I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND: LOTS 10 THROUGH 25, INCLUSIVE, BLOCK 5, MICHIGAN SHORES SUBDIVISION, VILLAGE OF MICHIANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED 8 OF PLATS, PAGE 85, BERRIEN COUNTY RECORDS.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 4" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705758, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.

*Matthew Reinking*  
 MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR NO. 54057  
 ABONMARCHÉ CONSULTANTS, INC.

JANUARY 22, 2016  
 DATE OF CERTIFICATE



**LEGEND**  
 P = PLATTED  
 M = MEASURED  
 S/R = SET FROM ROD

THIS SURVEY WAS BASED ON THE REQUESTED LOCAL REPRESENTATIVE, A 1/4" = 100' SCALE, PHOTOGRAPHIC AERIAL PHOTOGRAPH, INQUIRED TO BE BY THE CLIENT, TO VERIFY THE SURVEY'S ACCURACY. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE PLAT AND THE SURVEYED AREA AND HAS FOUND NO DISCREPANCIES. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, INCLUDING CROSS-MERIDIAN, METABOLIC OR NON-MERIDIAN, SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THE SURVEY FEE.

NO.	REVISION DESCRIPTION	BY	DATE

DATE: JANUARY 22, 2016  
 HOUR: 11:00 AM  
 VENT: N/A  
 15-0319.58

CERTIFIED TO:  
**CHIKAMING OPEN LANDS  
 FIRST AMERICAN TITLE  
 INSURANCE COMPANY**

PROJECT:  
**LOTS 10-25, BLOCK 5  
 MICHIGAN SHORES  
 SUBDIVISION  
 VILLAGE OF MICHIANA**

95 West Main Street  
 Benton Harbor, MI 49022  
 T 269-927-2295  
 F 269-927-1017

Marquette, MI  
 South Haven, MI  
 South Bend, IN  
 Portage, IN

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# CERTIFICATE OF SURVEY

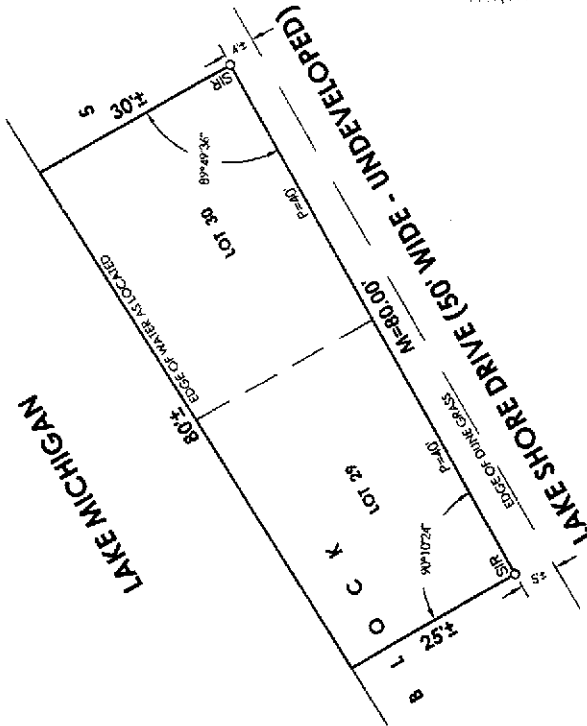
I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:  
 LOTS 29 AND 30, BLOCK 5, MICHIGAN SHORES SUBDIVISION, VILLAGE OF MICHIANA, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 8 OF PLATS, PAGE 55 OF BERRIEN COUNTY RECORDS.

THE ABOVE DESCRIPTION IS A PORTION OF OVERALL "PARCEL 4" FROM FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 705798, DATED DECEMBER 4, 2015, REVISION A PRINT DATE DECEMBER 14, 2015.



### LEGEND

- P = PLATTED
- M = MEASURED
- SIR = SET IRON ROD



*Matthew Reinking*  
 MATTHEW REINKING  
 LICENSED PROFESSIONAL SURVEYOR NO. 54057  
 ABONMARCHÉ CONSULTANTS, INC.

JANUARY 23, 2016  
 DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:

- Engineering
- Architecture
- Land Surveying
- Maining/Waterfront
- Community Planning
- Landscape Architecture
- Development Services



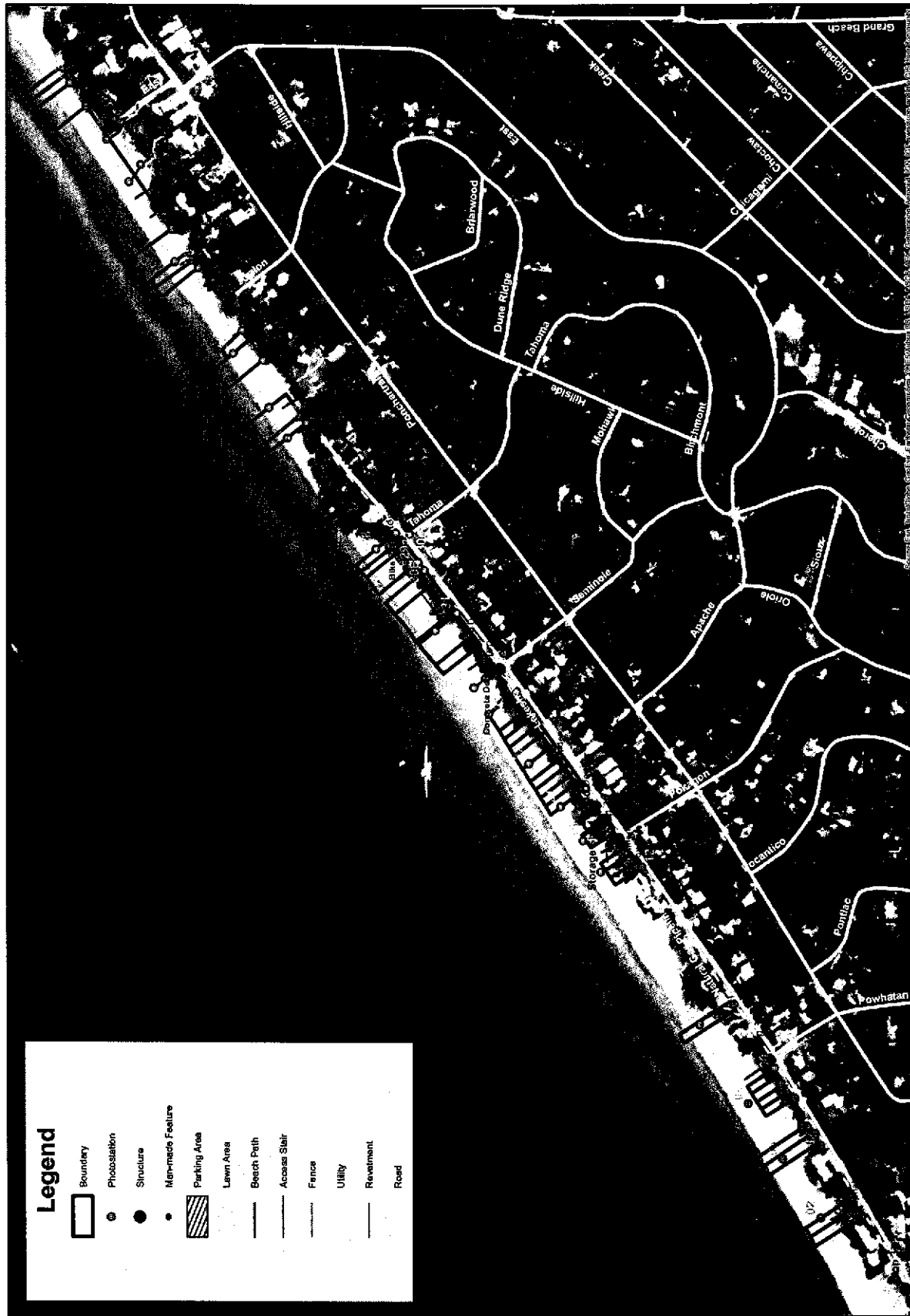
95 West Main Street  
 Benton Harbor, MI 49022  
 T 268.927.2295  
 F 268.927.1017

DRAWN BY: MGR	LOTS 29 & 30, BLOCK 5
APPROVED BY:	MICHIGAN SHORES SUBDIVISION
DATE: JANUARY 21, 2016	VILLAGE OF MICHIANA
SCALE: 1" = 20'	SHEET 3 OF 3

CHIKAMING OPEN LANDS  
 FIRST AMERICAN TITLE INSURANCE COMPANY  
 PARCEL 4  
 COPYRCH 2015 - ABONMARCHÉ CONSULTANTS, INC.

**EXHIBIT B**  
**Baseline Documentation Map**

# Village of Michiana CE Baseline Documentation Map

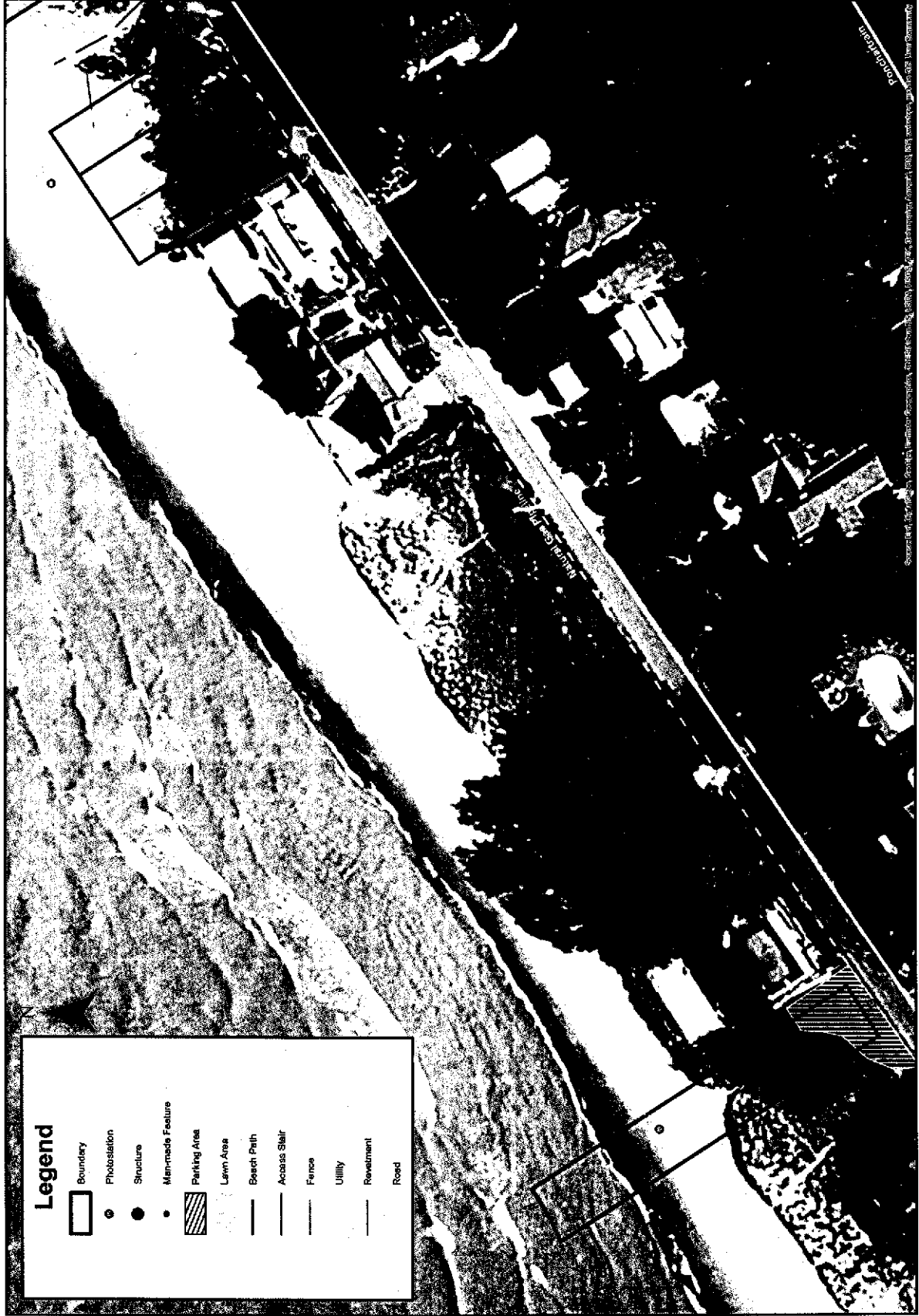


# Village of Michiana CE Baseline Documentation Map



Source: USGS, National Wetlands Inventory, Digital Data 2, 2001. 1:50,000. USGS, National Center for Earth Resource Information Science, 2001. USGS, National Center for Earth Resource Information Science, 2001.

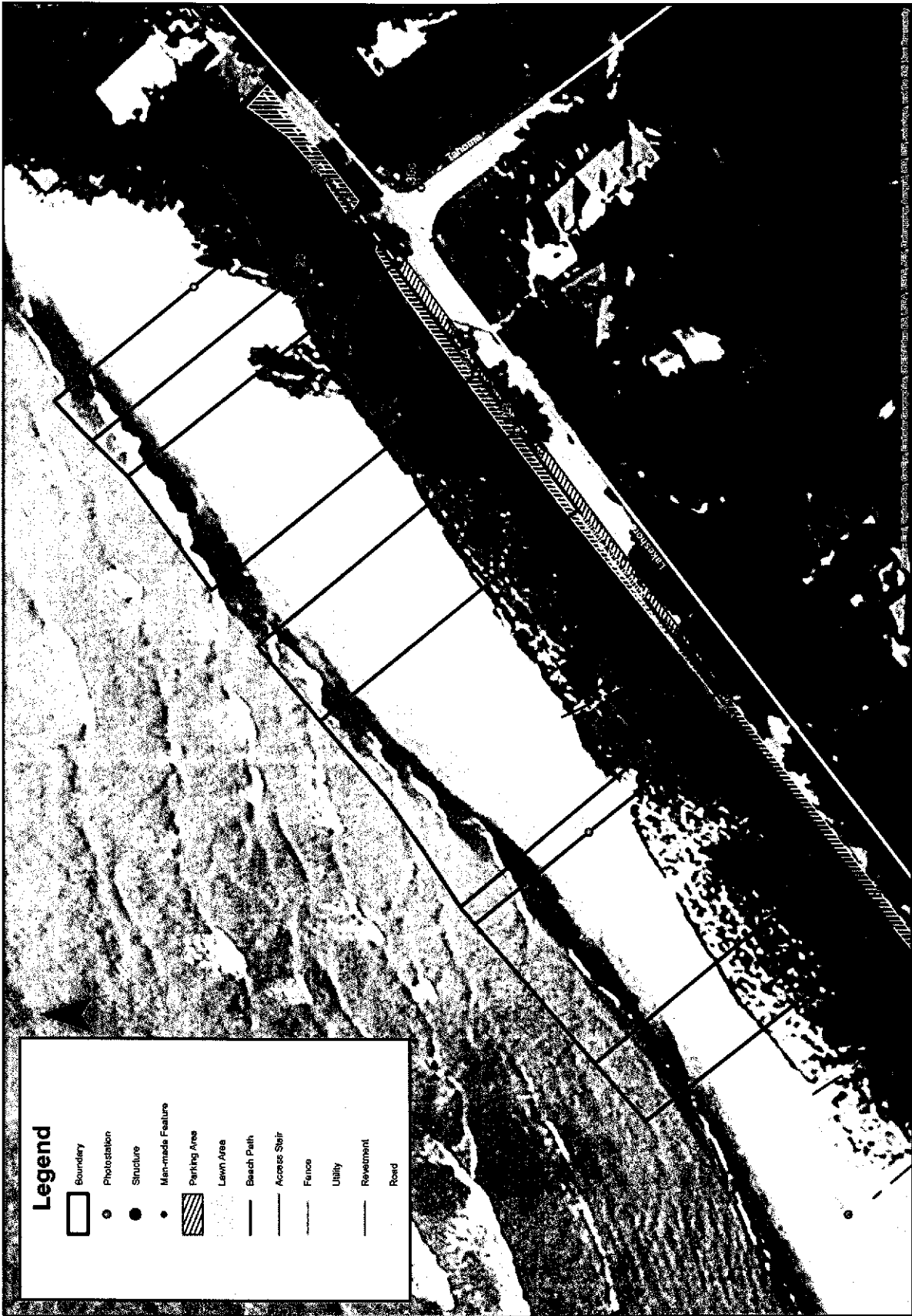
# Village of Michiana CE Baseline Documentation Map



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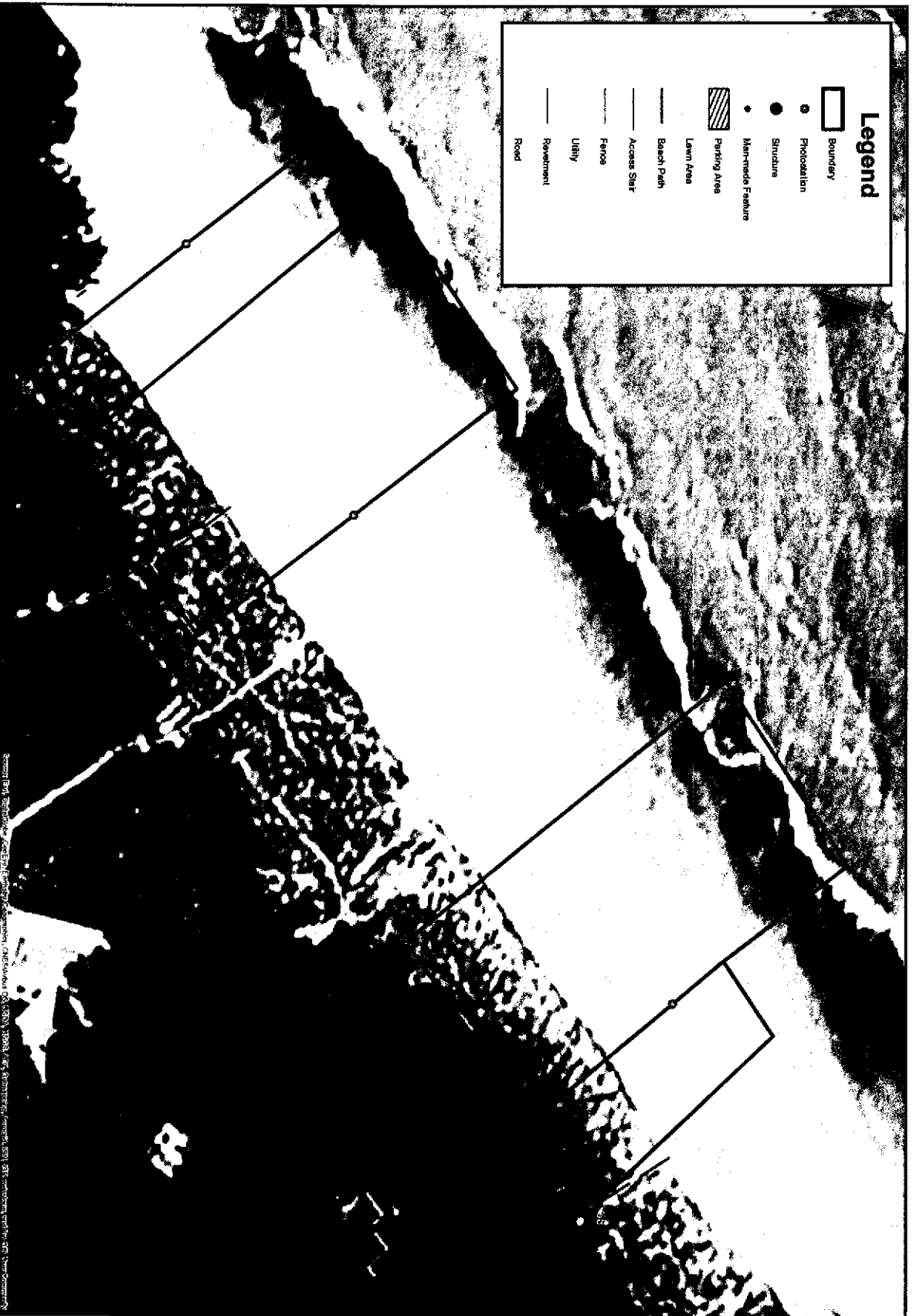


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