908698

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 13th day of December, 1990, by JOSEPH H. LARSON and IRENE LARSON, husband and wife, having an address at 36415 Paddleford Road, Farmington Hills, Michigan, 48331 ("Grantor"), in favor of THE NATURAL AREAS CONSERVANCY OF WEST MICHIGAN, a Michigan nonprofit corporation, having an address at P.O. Box 1415, Grand Rapids, Michigan 49501 ("Grantee").

DEC 19 A9:41

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Oceana County, Michigan, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the property possesses natural, scenic, and open space values (collectively, "conservation values") of great importance to Grantor, the people of Oceana County and Pentwater Township, and the people of the State of Michigan; and

WHEREAS, in particular, the Property contains 800 feet of frontage on Lake Michigan, and is a relatively intact ecosystem and, as such, provides important habitat for a wide variety of birds, fishes, terrestrial mammals and plants; and

WHEREAS, the property possesses an intricate foredune complex with both young foredunes and an inner, older component and, as such, is a significant natural area because of the uniqueness of Lake Michigan sand dunes and their associated plant communities; and

WHEREAS, Pitcher's thistle (Circium pitcheri), a federally threatened shoreline plant, is located on the property and would be afforded protection by this Easement, and it is the policy of the State of Michigan and the federal government to promote the protection of rare plants through legislation such as the Michigan and Federal Endangered Species Act; and

WHEREAS, unique natural values of the Property merit preservation for present and future scientific investigation; and

WHEREAS, the Property is situated in the shoreline corridor between Pentwater and Muskegon, an area under intense development pressure and the Property is clearly visible from Lake Michigan, a public waterway, and Ridge Road, a public road noted for its scenic qualities, therefore preservation of the Property's natural values would contribute to the scenic enjoyment of the

general public; and

WHEREAS, preservation of undeveloped shoreline areas by conveyance of a conservation easement over this Property is in furtherance of, and will serve the public purposes of clearly delineated federal, state and local conservation policy including, without limitation, the Michigan Farmland and Open Space Preservation Act, P.A. 116 of 1974 (MCL 554.702 et seq.), the Michigan Shoreland Protection and Management Act, P.A. 245 of 1970 (MCL 281.632 et seq.), the Federal Coastal Zone Management Act, 16 USC 1451, et seq.; and the Conservation and Historic Preservation Easement Act, P.A. 197 of 1980 (MCL 399.251, et seq., as amended); and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated Dec. 13th, 1990, on file at the office of Grantee and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to recreational use of the Property by the Grantor existing at the time of this grant, that do not impair or interfere with those values in a manner inconsistent with this agreement; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, nonprofit organization, exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and a "qualified conservation organization" under Section 170(h) of the Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to monitor, preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants,

terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Code and to the laws of Michigan and in particular the Conservation and Historic Preservation Easement Act of 1980, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, forested, and open space condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property in a manner inconsistent with this agreement. Grantor intends that this Easement will confine the use of the Property to such activities, including without limitation, those involving Grantor's recreational use, enjoyment and maintenance of existing buildings on the Property, as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with, enforce the terms of this Easement and conduct such scientific investigations of the Property as are consistent with the analysis and/or preservation of the natural aspects of the Property; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. The Grantee shall not have the right to enter upon the Property, or to permit others to enter upon it, for any other purpose, expressly including public recreation;

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to the remedies provided for herein; and

(d) To place signs on the Property identifying the Property as being protected by this Easement and identifying the Easement's boundaries.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without

limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The division of the Property into more than a cumulative total of three (3) parcels for the purposes of sale of the Property or any other transfer of an interest in the Property. Any division of the Property for the purposes of sale of or transfer of an interest in the Property is prohibited without the prior written approval of the Grantee. Such written approval shall not be unreasonably withheld provided that the division will not result in the actual or threatened impairment of the natural, scenic, scientific, open-space and/or other environmental values of the Property and the division will not result in significant expense to Grantee with respect to the fulfillment of its environmental protection obligations and responsibilities under the Easement including without limitation monitoring and enforcement. The parties also agree that the Property will not be divided in a way that will require the development of structures, utilities, roads, footpaths, or septic systems beyond those described in Exhibit "B" and that any parcels resulting from division of the Property will be subject to all the protections, prohibitions, limitations, and reservations contained in this Easement.

B. Any commercial or industrial use of or activity on the Property.

C. The cutting down, pruning, or other destruction or removal of live trees located outside the designated existing residential areas described in Exhibit "B", except as required for public safety.

D. Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, loam, peat, sand, gravel, rock, fuel and other minerals, except as may be required in the course of any activity permitted herein.

E. The dumping or accumulation of trash, garbage, waste and other unsightly or offensive materials on the Property.

F. The manipulation or alteration of natural water courses, lake shores, wetlands or other water bodies including activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow.

G. The operation of snowmobiles, dunebuggies, motorcycles, or all-terrain vehicles off the existing access road or the unimproved road permitted to be developed in the future as set forth in this Easement.

H. The placement of any signs or billboards on the Property, except that signs, whose placement, number, size, and design do not significantly diminish the scenic character of the Property, may be displayed to state the name and address of the Property and the names of persons living on the Property, to identify areas of natural significance, to advertize an on-site business activity to the extent that such business activity is permitted by this agreement, to advertize the Property for sale or rent, and to post the Property to control unauthorized entry or use, nor shall grantor convey or lease any right for the display of billboard advertising signs.

I. The placement or construction of any additional buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, and parking lots).

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved and shall be deemed not inconsistent with the purposes of this Easement:

A. The right to use the property for all purposes not inconsistent with this grant.

B. The right to sell, give or otherwise convey the Property, provided such transfer is subject to the terms of this easement.

C. The right to maintain existing footpaths, roads, utilities, septic systems and existing structures on the Property, including the right to renovate or replace existing structures in substantially their present location as shown in Exhibit "B"; provided that any renovation or replacement of any structures may not substantially alter its character or function or increase its present height, or the land surface area it occupies, by more than twenty (20) per cent or otherwise in a manner that is inconsistent with this agreement without the prior approval of Grantee.

D. The right to develop a two track unimproved access road to the southernmost of the two residences and install a culvert for a stream crossing by that two track road. Such access will extend from the southern property boundary and occupy the minimum space feasible to permit this access function.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities, as provided in paragraphs three (3) and four (4), is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required Grantors shall notify Grantee in writing not less than thirty (30) days prior to the date Grantors intend to undertake the activity in question. The notice shall described the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgement as to its consistency with the purpose of this Easement.

5.1 Grantee's Approval. Where Grantee's approval is required, as set forth in paragraphs three (3) and four (4), Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantors' written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the any purpose and/or any term of this Easement.

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, scientific, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. If Grantee, in its sole

discretion, determines that circumstances require immediate action to prevent or to mitigate significant damage to the scenic, aesthetic, scientific, or environmental values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that if Grantee's remedies at law for any violation of the terms of this Easement are inadequate, that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.1. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and actual attorneys' fees, and any costs of investigation and/or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

6.2. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance or delay by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any Grantee's rights under this Easement.

6.3. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage naming the Grantee as an additional insured.

8.1 Taxes. Grantors shall pay before delinquency all taxes levied on or assessed against the Property by competent authority.

8.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, actual attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from an act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) payment of taxes and any maintenance costs; and (3) the existence or administration of this Easement.

9. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified conservation organization at the time of transfer under Section 170(h) of the Code of 1986, as amended. As a condition of such transfer, Grantee shall require that the purpose of this easement continues to be carried out.

10. Executory Limitation. If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Code, as amended, or to be authorized to acquire and hold conservation easements under MCL S399.251, and a prior assignment is not made pursuant as provided for herein, then Grantee's rights and obligations under this Easement shall become immediately vested in the following named entities, to the extent they evince an intent to accept the same, in the following order: (a) Little Traverse Conservancy, (b) any other entity having similar conservation purposes to which such rights may be awarded by a court of competent jurisdiction under the doctrine of cy press, provided that at the time of such vesting or award such entity is one described in Section 170(h)(3) of the Internal Revenue Code and is qualified

to accept and hold conservation easements under applicable laws of the State of Michigan.

11. Termination. If a subsequent, unexpected change in the conditions of or surrounding the Property make impossible the continued use of the Property for the conservation purposes of this Easement, the restrictions hereby imposed by this Easement may be extinguished by judicial proceedings in a court of competent jurisdiction initiated jointly by the Grantors or their successors in interest and the Grantee or its successor in interest, provided that the proceeds of any subsequent sale or exchange of the Property or any portion thereof shall be divided between the Grantor and the Grantee, or their respective successors, in proportion to the values of their respective rights in the Property in accordance with the terms of this paragraph; and in such event, the Grantee agrees to apply its share of such proceeds in a manner consistent with the conservation purposes of this Easement. The Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in the Grantee, which, for purposes of any subsequent division of the proceeds of a sale or exchange of the Property as provided in this paragraph, shall have a market value equal to that portion of the fair market value of the entire Property (including this Easement) at the time of such sale or exchange, which bears the same ratio to such fair market value of the entire Property as the value of the amount of the Grantor's charitable contribution, if any, on account of the donation of this Easement, as determined on the date of the donation hereof, under Section 170 of the Internal Revenue Code of the United State, bears to the fair market value of the entire Property on the date of the donation.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the party at the address set forth in the initial paragraph of this Easement or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantee shall record this instrument in a timely fashion in the official records of Oceana County, Michigan and may re-record this Easement or record an affidavit by Grantee relating to the existence of this Easement which shall be conclusively presumed by the parties, and their successors and assigns, to give constructive notice of the existence of this

Easement.

14. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the purpose of this Easement, in favor of the policy and purpose of the Natural Areas Conservancy of West Michigan, and in favor of the policy and purpose of the Conservation and Historic Preservation Easement Act of 1980. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

16. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

17. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property regardless of whether future conveyances of the Property expressly refer to this Easement.

18. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hand on the day and year first above written.

Witnessed by:

Print name: ELLEN M FARRAR

Print name: K. Diane Wisz

Signed by:

JOSEPH H. LARSON, "Grantor"

IRENE LARSON, "Grantor"

Natural Areas Conservancy of Western Michigan, Inc.
"Grantee"

by: RANDALL G. VAN DRAGT, President

Print name: ELLEN M FARRAR

Print name: K. Diane Wisz

Prepared by:

David E. Preston
Varnum, Riddering, Schmidt & Howlett
Suite 800
171 Monroe Avenue, N.W.
Grand Rapids, Michigan 49503

ACKNOWLEDGEMENTS

COUNTY OF Kent)
) ss
STATE OF MICHIGAN)

Personally appeared before me JOSEPH H. LARSON on this 13th day of December, 1990, and acknowledged that all material statements of fact in the foregoing Conservation Easement are true to the best of his knowledge and belief, and that the execution of said Deed is his free act and deed.

Jeanne L. Bond
Notary Public
My commission expires: JEANNE L. BOND Notary Public, Kent County, MI My Commission Expires June 14, [illegible]

COUNTY OF Kent)
) ss
STATE OF MICHIGAN)

Personally appeared before me IRENE LARSON on this 13th day of December, 1990, and acknowledged that all material statements of fact in the foregoing Conservation Easement are true to the best of her knowledge and belief, and that the execution of said Deed is her free act and deed.

Jeanne L. Bond
Notary Public
My commission expires: JEANNE L. BOND Notary Public, Kent County, MI My Commission Expires June 14, [illegible]

COUNTY OF Kent)
) ss
STATE OF MICHIGAN)

Personally appeared before me RANDALL G. VAN DRAGT on the 13th day of December, 1990, and acknowledged that he is the President of the Natural Areas Conservancy of West Michigan, a Michigan nonprofit corporation, and that the execution of this Conservation Easement is with the authority of the Board of Directors of said corporation.

Jeanne L. Bond
Notary Public (SEAL)
My commission expiries:

JEANNE L. BOND Notary Public, Kent County, MI My Commission Expires June 14, [illegible]

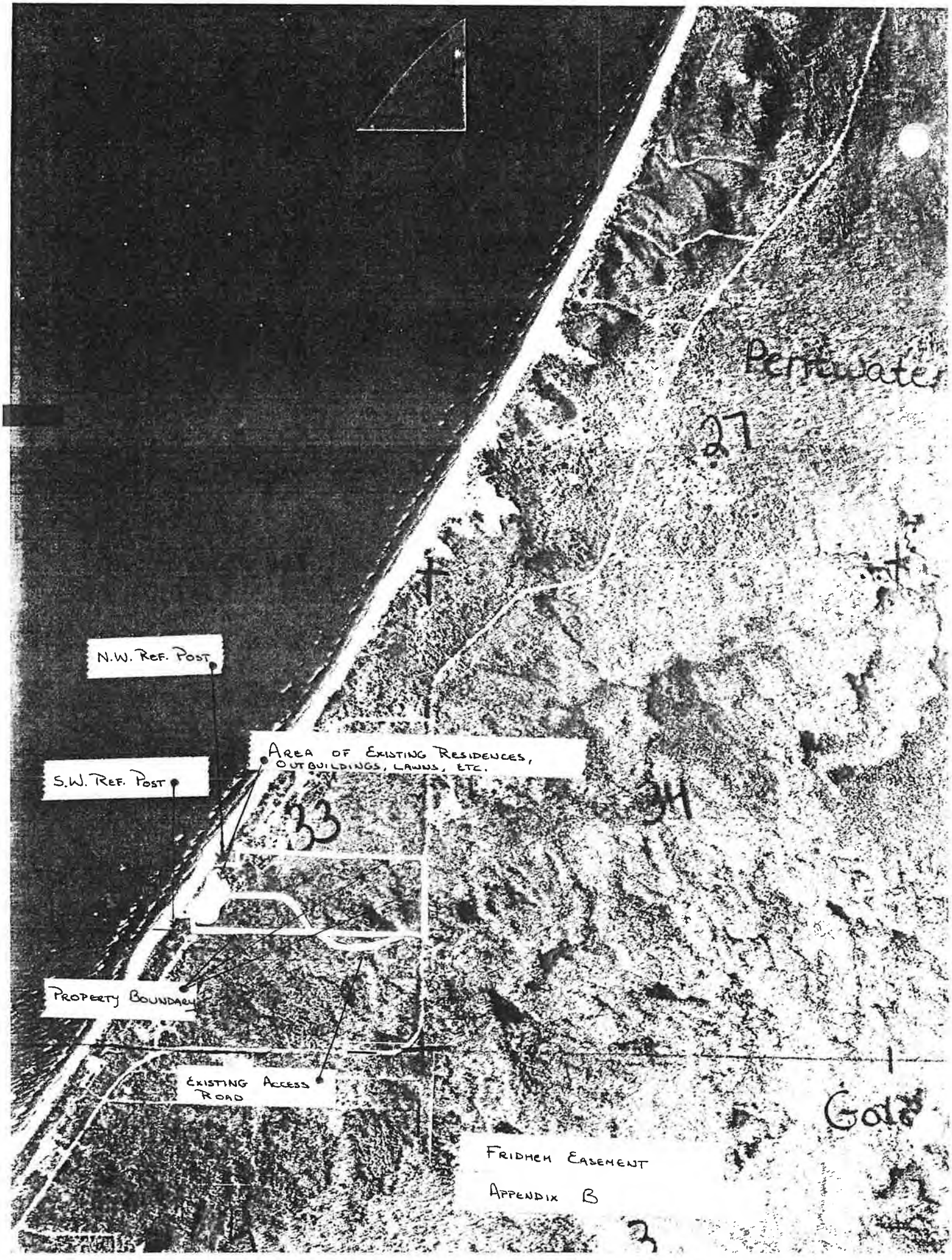
EXHIBIT A

Legal Description of Fridhem
(Larson) Easement

A part of Government Lot 2, Section 33, Town 16 North, Range 18 West, Pentwater Township, Oceana County, Michigan, described as follows: Beginning on the East line of said Section 33 South 00 degrees 12 minutes 14 seconds West 250.39 feet from the East 1/4 post of said Section 33; thence continuing South 00 degrees 12 minutes 14 seconds West 1077.73 feet; thence North 89 degrees 12 minutes 26 seconds West 3013.90 feet to on intermediate traverse line, which is 112 feet more or less from the shore of Lake Michigan; thence along the intermediate traverse line North 35 degrees 00 minutes 36 seconds East 1121.79 feet to a point which is 107 feet more or less from the shore of Lake Michigan; thence South 89 degrees 12 minutes 31 seconds East 893.01 feet; thence North 00 degrees 47 minutes 29 seconds East 150.00 feet to a point on the South line of Scenic Drive Estates Subdivision which is 53.54 feet from the Southeast corner of Lot 32 of said Subdivision; thence South 89 degrees 12 minutes 31 seconds East 1479.00 feet to the point of beginning, containing 65 acres more or less, including all lands to the waters edge between extensions of the side property lines and subject to the right of way of Scenic Drive over the Easterly 33 feet thereof, EXCEPTING THEREFROM a parcel of approximately 1 acre commencing at the Northeast corner of Lot 8 of the Plat of CEDAR BLUFF, according to the recorded plat thereof, thence North 90°00'00" West along the north line of the Plat of CEDAR BLUFF a distance of 128.58 feet to the Northeast corner of Lot 7, being the point of beginning, thence North 90°00'00" West along the north line of the plat of CEDAR BLUFF a distance of 394.83 feet, thence North 33°35'30" East along the shore of Lake Michigan a distance of 144.06 feet, thence North 90°00'00" East 315.13 feet, thence South 00°00'00" East 120.00 feet to the point of beginning. Exception Parcel also includes all that land lying between the above described shore of Lake Michigan and the waters edge of Lake Michigan. Exception Parcel is subject to easements and restrictions of record, if any. Exception Parcel does not have frontage on any road - public or private.

EXHIBIT B

Aerial Photograph and Ground Photographs of Existing Residential and Access Areas


Peritwater
27
N.W. Ref. Post
Area of Existing Residences, Outbuildings, Lawns, etc.
S.W. Ref. Post
33
34
Property Boundary
Existing Access Road
Gold
Fridhem Easement
Appendix B
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APPENDIX B

Aerial Photograph Showing

Location of General Residential Area and Access Road

APPENDIX C

Photographic Data Sheet

NACOWMI Photographic Inventory

Site: Larson Property Date: 30 June 1990

Location: Approximately 3 miles south of Pentwater on Ridge Ave., Oceana County, MI (Section 33, T.16 N, R. 18 W.) See accompanying maps.

Inventory Conducted By: B. Hoag, D. Preston, R. Van Dragt

Photograph	Orientation	Description
1.	due east	NW reference post
2.	DUD	
3.	220°	view south from NW reference post
4.	200°	view south from NW reference post
5.	170°	view south from NW reference post
6.	45°	view n.e. 200 ft south of NW reference post
7.	90°	panorama from 200 ft south of nw " "
8.	117° 135°	" " " " " " "
9.	180°	" " " " " " "
10.	225°	" " " " " " "
~~11.~~		
12.	45°	view north toward reference stake from 400 ft south
11.	100°	toward red house from 400ft south of nw reference
13.	100°	viewene from 400ft s of nw reference post
14.	180°	views.se. from 400ft " " " " "
15.	225	view ssw " " " " " " "
16.	45°	view ne from 600ft south of nw reference
17.	90°	panorama from 600ft south of nw reference
18.	135°	" " " " " " "
19.	180°	" " " " " " "
20	225°	" " " " " " "
21	45°	view ne from 800ft s of nw reference
22.	90°	panorama from 800ft s. " " "

beach access from white house in center of photo

NACOWMI Photographic Inventory

Site: Larson Property Date: 30 June 1990

Location: Approximately 3 miles south of Pentwater on Ridge Ave., Oceana County, MI (Section 33, T.16 N, R. 18 W.) See accompanying maps.

Inventory Conducted By: B. Hoag, D. Preston, R. Van Dragt

Photograph	Orientation	Description
23.	135°	panorama from 800 ft s of nw reference p
24 ~~23~~.	180° ~~135°~~	panorama from 800 ft s of nw reference pos
25 ~~24~~.	225°	this includes south stream " " " " " " "
26 ~~25~~.	40° ~~40°~~	view ne from 965 ft s of n w reference pos
27 ~~26~~	85°	panorama from 965 ft s of nw ref.
28 ~~27~~.	130°	" " " "
29 ~~28~~	175°	" " " " "
30 ~~29~~	220°	" " " " "
31 ~~30~~	90°	sw reference stake from 20 paces w
32	30°	view n. n.e. from sw reference stake
33	75°	horozontal ~~vertile~~ ene. from sw reference stake ~~panorama~~ ~~repeat of above~~
~~34~~.35	120°	panorama view from sw reference stake
~~35~~ 34.	75°	verticle ene. from sw reference stake
36.	65°	access from white house from fore dune
37.		*(red pine in center) south stream and beach access from white hous
		taken from depression in woods between
		fore dune and dune ridge with white hous
~~38~~.	ROAL TWO	
1.	295°	white house path through woods on ridge overlooking fore dune path to beach
		(red pine in rt. of picture)
2.	110°	from woodland west ridge toward white house
3.		west side south house (white)
4.		south side of white house looking w.n.w.
5.		developed area e. end of white house from near large Hemlock

NACOWMI Photographic Inventory

Site: Larson Property Date: 30 June 1990

Location: Approximately 3 miles south of Pentwater on Ridge Ave., Oceana County, MI (Section 33, T.16 N, R. 18 W.) See accompanying maps.

Inventory Conducted By: B. Hoag, D. Preston, R. Van Dragt

Photograph	Orientation	Description
6.		looking west east and north sides of white house
7.	30°	access roadway to white house and tennis courts from bend in road in front of white house
8.	100°	from ~~pear~~ tree near red house garage looking at tennis courts, white house & access road
9.	120°	n end of tennis court garage and red house from east
10.		east side of garage and red house access road in fore ground
11.		east side of red house from ne corner of tennis courts
12		north and east side of red house from wood land edge looking west
13.		red house from fore dune beach access
14.		south side red house from appx. 50ft. south
15.	150°	open area e of red house from ne corner of house
16		access and tennis courts from s e corner of garage
17	30°	SW ref STAKE
18	75°	SW ref. STAKE
19	120°	SW ref. STAKE

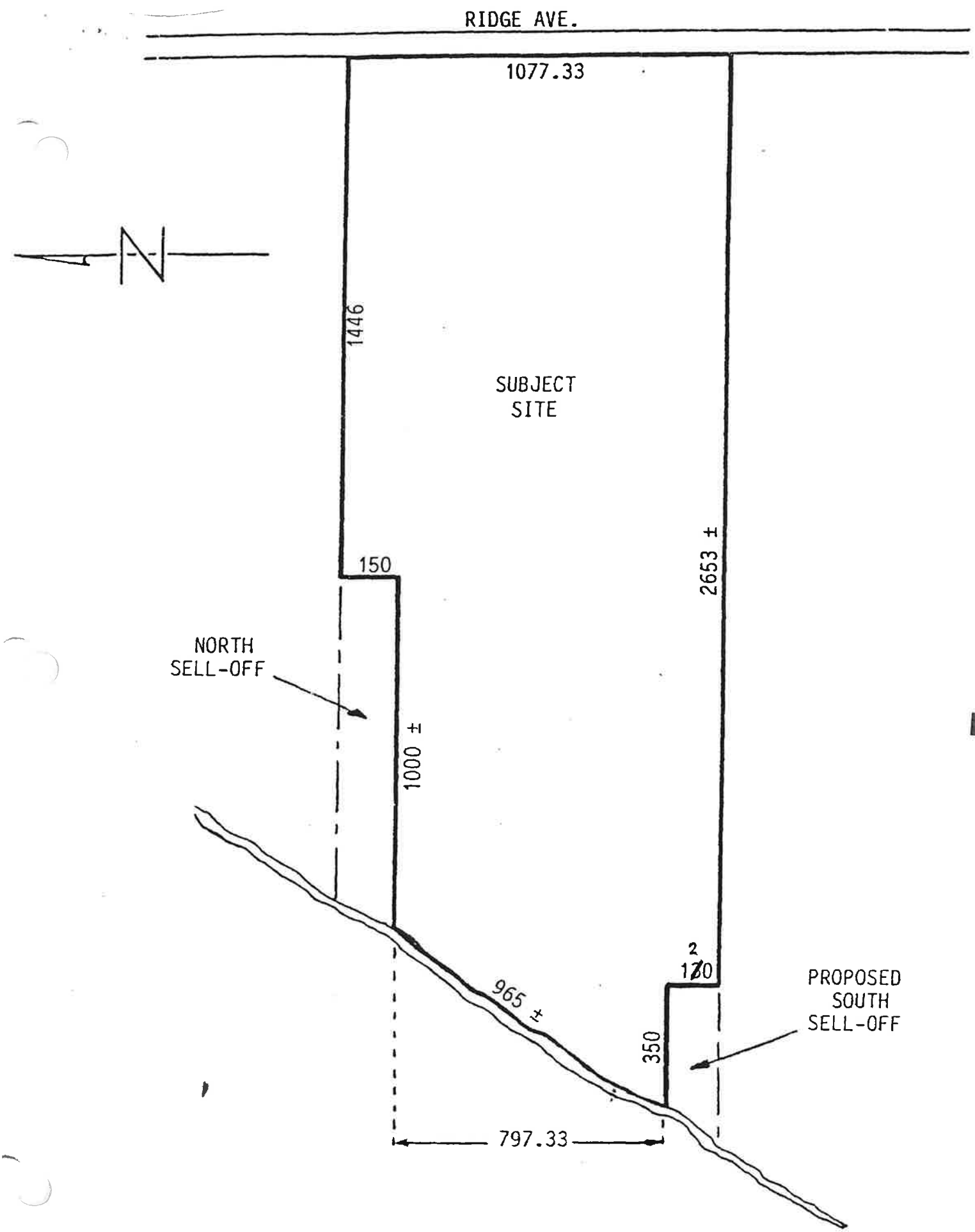
NACOWMI Photographic Inventory

Site: Larson Property Date: 30 June 1990

Location: Approximately 3 miles south of Pentwater on Ridge Ave., Oceana County, MI (Section 33, T.16 N, R. 18 W.) See accompanying maps.

Inventory Conducted By: B. Hoag, D. Preston, R. Van Dragt

Photograph	Orientation	Description
20	220° Est.	View So. From NW Ref PT.
21	200 Est.	View from NW Ref PT
22		View of No. (red) House from Beach at 370 ft
23		View No. from above point
24		View So. from above point
25		.05 mi. from Garage along access to West (3 OA clust to SO
26		.05 from Garage " " " East
27		.1 from power line to East
28		East from 1st Stream Crossing
29		.15 Looking East on access
30		.2 Looking East on Access
31		.25 Looking west " "
32		.25 " East on "
33		Looking East on property boundary
34		Looking West on property boundary
35		Property frontage on Ridge Ave, from s.e. corner
36		" " " " " " n.e. "
37		Access road from Ridge Ave entrance; looking roughly west
38		" " " ", about 100' inside entrance
		looking toward clear cut area just
		south of property line


RIDGE AVE.
1077.33
1446
SUBJECT SITE
2653 ±
150
NORTH SELL-OFF
1000 ±
965 ±
120
350
PROPOSED SOUTH SELL-OFF
797.33

NACOWMI Photographic Inventory

Site: Larson Property Date: 30 June 1990

Location: Approximately 3 miles south of Pentwater on Ridge Ave., Oceana County, MI (Section 33, T.16 N, R. 18 W.) See accompanying maps.

Inventory Conducted By: B. Hoag, D. Preston, R. Van Dragt

Photograph	Orientation	Description

APPENDIX D

Photographs of Easement Property