

Western Michigan University
Board of Trustees
October 29, 2026

PROPOSAL: Asylum Lake Interlocal Agreement and Amendment Restated Declaration of Conservation Restrictions and Elimination of Management Council

Background

Asylum Lake Preserve (the “Preserve”) is a 274-acre parcel of land transferred from the State of Michigan to Western Michigan University (the “University”). The Preserve must be used as a passive-use recreation area through a legislative act by the State of Michigan in 1976 when stewardship was transferred to the University. The Preserve also serves as a research area for our faculty and students as well as other educational institutions. It has been managed by the Asylum Lake Policy and Management Council (the “Management Council”), which was established by WMU Board action, made up of representatives from local neighborhood associations, environmental groups and WMU departments.

The University and Kalamazoo County (the “County”) have agreed that a transfer of stewardship responsibilities for the Preserve from the University to the County better aligns those responsibilities with the missions of each public body. On February 12, 2026, the Board approved a Memorandum of Understanding (the “MOU”) with the County to negotiate and formalize an Interlocal Agreement (“ILA”) under the Urban Cooperation Act of 1967. This Board action requests approval of the ILA to transition day-to-day management of the Preserve with the County. This proposal would place stewardship of the Preserve with the County, a public body whose core responsibilities include the care and management of parkland and natural resources, including a similarly sized nature preserve. The ILA provides that the University will seek state legislation to allow a formal transfer of the property through a deed to the County, subject to continued conservation and statutory restrictions.

Additionally, the University and the Management Council have discussed both the ILA and an Amended and Restated Declaration of Conservation Restrictions, which would dissolve the Management Council to allow for County management of the Preserve as of the Effective Date of the Interlocal Agreement between the University and County. The substantive restrictions contained in the Current Declaration of Conservation Restrictions would be unchanged. The terms of the Current Declaration of Conservation Restrictions require that any amendment must first be recommended to the University by the Management Council after a public hearing. The Management Council held that

public hearing on October 1, 2026, and by a vote of 14 to 0, recommends that the Board approve the Amended and Restated Declaration of Conservation Restrictions.

ILA Overview

- The ILA transfers primary control over and responsibility for the Preserve to the County.
- The Preserve must be used **solely for public park, recreation, and open space purposes**, consistent with state law and the existing Declaration of Conservation Restrictions, which is recorded with the Kalamazoo County Register of Deeds.
- The County is required to grant continued access for passive recreation, **educational and research activities**.
- The Preserve must remain **free and accessible to the general public**.
- The existing **Declaration of Conservation Restrictions** will be amended and restated to reflect the transfer of stewardship responsibilities to the County (as explained below).
- The Asylum Lake Preservation Fund, an endowment currently held by the Kalamazoo Community Foundation to support the permanent protection of the Preserve, would have its beneficiary changed from the University to the County but would continue to be used **solely for operation, maintenance, and permanent protection** of the Preserve.
- The University will seek **state legislation** to transfer ownership to the County, subject to continued conservation and statutory restrictions.
- The ILA will be effective January 1, 2027, and will terminate upon transfer of the Preserve to County ownership.
- If the Preserve is not transferred to County ownership by December 31, 2029, the ILA will terminate unless the County and University agree to extend it.

Amended and Restated Declaration of Conservation Restrictions Overview

- The Amended and Restated Declaration of Conservation Restrictions would dissolve the Management Council.
- The substance of the Conservation Restrictions will be unchanged.
- The Amended and Restated Declaration of Conservation Restrictions will be recorded with the Kalamazoo County Register of Deeds.
- The Amended and Restated Declaration of Conservation Restrictions could only be terminated by a $\frac{3}{4}$ vote of the County Commission following a public hearing.

Recommended Action

It is recommended that the Board of Trustees authorize the administration to enter into the attached interlocal agreement with the County to transfer stewardship responsibilities to the County and ultimately seek legislative action to formally transfer the property to the County, subject to continued conservation and statutory restrictions, by authorizing the President and/or Treasurer to execute and file all documents required to perfect the transaction. It is further recommended that the Management Council will be dissolved as of Effective Date of the Interlocal Agreement between the University and County.

It is further recommended the Board authorize the President and the Treasurer to execute the Amended and Restated Declaration of Conservation Restrictions and to record the Amended and Restated Declaration of Conservation Restrictions with the County Register of Deeds and conduct any other acts to perfect this transaction.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THIS “**AGREEMENT**”) IS ENTERED INTO BY AND BETWEEN KALAMAZOO COUNTY, A MICHIGAN PUBLIC BODY CORPORATE (THE “**COUNTY**”), AND THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, A MICHIGAN PUBLIC BODY CORPORATE (THE “**UNIVERSITY**”), PURSUANT TO THE URBAN COOPERATION ACT OF 1967, 1967 (EX. SESS.) PA 7 (THE “**URBAN COOPERATION ACT**”), MCL 124.501, *ET SEQ.* THE COUNTY AND THE UNIVERSITY ARE EACH A “PARTY” AND COLLECTIVELY THE “PARTIES.”

The Asylum Lake Nature Preserve (the “**Nature Preserve**”) is an approximately 274-acre parcel of land located in Section 30, Town 2 South, Range 11 West, in the City of Kalamazoo, Kalamazoo County, Michigan (the “**Property**”), as depicted on Exhibit A.

By 1975 PA 316, the State of Michigan transferred the Property to the University and required that the Property be used “solely for public park, recreation, or open space purposes”. 1975 PA 316 further provided that only “the legislature, by statute, may authorize WMU to utilize the property for some other public purpose.” This law was subsequently amended by 1976 PA 272 to modify the easement parameters and the northern boundaries of the Property. Collectively, 1975 PA 316 and 1976 PA 272 are referred to herein as the “**Legislative Grant**.” Pursuant to the Legislative Grant, the Property is owned by the University and is subject to its jurisdiction.

On April 16, 2004, the University limited use of the Nature Preserve to that of a nature preserve (and not a general active-recreation park) when it adopted a declaration of conservation restrictions applicable to the use of the Nature Preserve, which is intended to run with the land (the “**Declaration of Conservation Restrictions**”, attached as Exhibit B). On November 6, 2019, the University adopted the first amendment to the Declaration of Conservation Restrictions, which made several updates to the original document (the “**First Amendment**”, attached as Exhibit C). The terms and provisions of the Declaration of Conservation Restrictions and the First Amendment are referred to herein as the “**Conservation Restrictions**.”

Under 1965 PA 261, as amended, MCL 46.351, *et seq.*, the County Board of Commissioners (the “**County Board**”) created, and has general control over, the Kalamazoo County Parks and Recreation Commission (the “**Commission**”). The Commission has the power to oversee, plan, develop, preserve, administer, maintain, and operate public parks and recreational facilities in Kalamazoo County. The Commission currently has oversight of the Arthur E. & Mildred H. Woollam Nature Preserve.

Because the University’s constitutional duty and purpose is to operate a state institution of higher education, and because the County’s powers expressly include management of public lands, the Parties enter into this Agreement to jointly exercise powers to operate and maintain the Nature Preserve, subject to the terms of this Agreement.

The Parties hereby agree as follows:

ARTICLE 1
PURPOSES AND MANAGEMENT

1.1 **Purpose of Agreement**

- (a) The purpose of this Agreement is to transfer primary control over and responsibility for the operation and maintenance of the Nature Preserve from the University to the County.
- (b) The Property shall be referred to as the “Asylum Lake Nature Preserve.”

1.2 **Conservation Purposes**

- (a) This Agreement incorporates the following interdependent goals defined in the Conservation Restrictions (these goals are referred to as the “**Conservation Purposes**”):
 - (1) promoting ecosystem integrity, natural aesthetics, and restoration, including, but not limited to, continuing prairie and savanna restoration and prescribed burning, and with special attention to water quality and the watershed;
 - (2) ensuring passive recreation; and
 - (3) supporting research and education, including, but not limited to, research related to water runoff into Asylum Lake.
- (b) The Conservation Purposes are more fully defined in the Declaration of Conservation Restrictions.

1.3 **Management**

The Property shall be managed as a Nature Preserve in accordance with the Legislative Grant, the Conservation Restrictions, and, to the extent that they are consistent with the Legislative Grant and the Conservation Restrictions, the Kalamazoo County Parks Ordinance and Kalamazoo County Parks Policies.

ARTICLE 2
OBLIGATIONS OF THE COUNTY

- 2.1 The County shall use the Nature Preserve solely for public park, recreation, or open space purposes, or other public purposes authorized by the Michigan Legislature.
- 2.2 The County shall keep the Nature Preserve free and accessible to the general public.
- 2.3 The County shall develop an Asylum Lake Nature Preserve specific process for requesting access to the Nature Preserve for education and research purposes. The County shall grant access to the Nature Preserve free of charge provided that the educational program and research is consistent with the Conservation Purposes, does not interfere with safe public use, and does not conflict with the Kalamazoo County Parks Ordinance or Kalamazoo County Parks Policies except to the extent waived by the Commission or its delegates. Education and research activities established and ongoing as of the effective date of this

agreement and identified and provided to the County by the University shall be allowed to continue until their completion.

- 2.4 The County shall complete the University's existing grant work detailed in Schedule 1.
- 2.5 The Commission shall provide an annual report to the County Board concerning the management and uses of the Nature Preserve, in a format directed by the County Board.

ARTICLE 3 DECLARATION OF CONSERVATION RESTRICTIONS

- 3.1 As a condition of this Agreement becoming effective, the Conservation Restrictions will be revised to adopt the substance contained in Exhibit D.
- 3.2 The Conservation Restrictions, as revised in accordance with Section 3.1, will be recorded with the Kalamazoo Register of Deeds.

ARTICLE 4 ENDOWMENT FUND

4.1 **Asylum Lake Endowment Fund**

As a condition of this Agreement becoming effective, the Parties will take the necessary steps with the Kalamazoo Community Foundation to ensure that the Asylum Lake Endowment Fund (the "**Endowment Fund**") will remain a dedicated, standalone fund for management of the Nature Preserve. The Endowment Fund's assets shall not be commingled with the County's general funds and other endowments. It will remain with the Kalamazoo Community Foundation, subject to their rules and policies. Kalamazoo County will be designated as the fund representative by the University and as the fund representative, may request funding for Nature Preserve operations from the Endowment Fund spendable balance.

ARTICLE 5 GOVERNING DOCUMENTS

5.1 **Transfer of Nature Preserve**

The University shall seek state legislation to enable the Property to be transferred and/or deeded in the County's name, subject to the continued applicability of the Conservation Restrictions and current statutory restrictions.

5.2 **Conflicting Provisions**

- (a) If the County adopts rules and regulations or planning or similar documents with respect to the Nature Preserve that are in conflict with this Agreement, this Agreement shall take precedence.

- (b) If the County adopts rules and regulations or planning or similar documents with respect to the Nature Preserve that are in conflict with the Conservation Restrictions, the Conservation Restrictions shall take precedence.

ARTICLE 6 TRANSFER OF ASSETS

6.1 **Records**

- (a) The University shall provide to the County the baseline ecological, historical, archaeological studies, operational records and related materials concerning the Nature Preserve, including, but not limited to:
 - (1) management-area maps;
 - (2) permanent plot and transect locations;
 - (3) burn prescriptions and burn history;
 - (4) restoration planting records and seed lists;
 - (5) species inventories;
 - (6) Geographic Information System (“**GIS**”) invasive-species layers;
 - (7) water-quality datasets;
 - (8) contractor files;
 - (9) preserve-use records; and
 - (10) its public web repository of such documents.
- (b) The County will make records available to the public for the life of the Agreement.

6.2 **Contracts**

The University shall provide for the transfer or assignment of the contracts detailed in Schedule 2 (each a “**Contract**”). For each contract that requires notice of an assignment, the University shall provide notice of the assignment under the Contract, with a copy to the County. For each contract that requires consent to an assignment, the County shall obtain consent and provide a copy of any consent or assignment received to the University.

ARTICLE 7 LEGAL OBLIGATIONS AND ENFORCEMENT

7.1 **Legal Obligations**

- (a) The County shall bear legal responsibilities and liabilities for the Nature Preserve beginning on the Effective Date.
- (b) Ongoing maintenance and operation work on the Nature Preserve shall not pause solely because legal responsibility is moving from the University to the County.

- (c) The Commission or employees or representatives thereof shall meet with a representative of the University and existing contractors and stewards for the Nature Preserve to gain working knowledge of how the Nature Preserve is being managed. The topics discussed by the Parties shall include current arrangements that support ecological contracting, prescribed burning, water-quality sampling, and stormwater treatment. It is the intention of the Parties that such meetings will begin prior to the Effective Date of this Agreement.

7.2 Legal Enforcement

- (a) If the University determines that the County is in Material Breach of this Agreement, the University shall notify the County in writing of the alleged Material Breach. Upon receiving written notice from the University, the County shall investigate the alleged Material Breach and within thirty (30) days shall respond, in writing, as to whether the County disputes that a Material Breach has occurred or with a written plan to remedy the Material Breach. If the University finds the County's response or remedial plan insufficient, then no sooner than sixty (60) days after receiving the County's response, the University may terminate the Agreement or pursue injunctive relief.
- (b) For purposes of this section 7.2, "**Material Breach**" is one that substantially defeats the purpose of this Agreement, or relates to an essential element of this Agreement, and deprives the University of a benefit that it reasonably expected to arise out of this Agreement.

7.3 Law Enforcement

As of the Effective Date, the University will not be responsible for ensuring law enforcement protection and monitoring of the Property.

ARTICLE 8 TERM, DURATION, AND WITHDRAWAL

8.1 Effective Date

- (a) This Agreement is effective beginning on the later of January 1, 2027, or the date on which all of the following are satisfied (the "**Effective Date**"):
 - (1) the conditions of Article 3 and Article 4;
 - (2) this Agreement is approved by the board of commissioners of the County;
 - (3) this Agreement is approved by the Board of Trustees of the University;
 - (4) this Agreement is signed by the County;
 - (5) this Agreement is signed by the University;
 - (6) a copy of this Agreement is filed with the clerk of the County; and
 - (7) a copy of this Agreement is filed with the Michigan Secretary of State.

8.2 **Term and Termination**

- (a) This Agreement is effective beginning on the Effective Date and continues for an initial term of three (3) years (the “**Initial Term**”).
- (b) After the Initial Term, the Agreement may be extended by another three (3) years (the “**Renewal Term**”) by agreement of the Parties.
- (c) Notwithstanding the foregoing, the Term of this Agreement ends immediately upon the County’s receipt of a deed to the Property and/or transfer of the Property to the County by the State of Michigan.

ARTICLE 9 ADDITIONAL PROVISIONS

9.1 **Definition**

For purposes of this Article 9, “**Proceeding**” means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

9.2 **Legal Compliance**

Each Party shall comply with laws and regulations applicable to its activities under this Agreement.

9.3 **Non-Assignment**

No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party and compliance with the requirements of the Urban Cooperation Act.

9.4 **Relationship of Parties**

- (a) The Parties are bound and obligated under this Agreement only as expressly agreed by each Party in this Agreement. Neither Party may in any way obligate the other Party because of this Agreement.
- (b) No Party is responsible for the acts of the other Party or its Representatives, whether acting separately or in conjunction with the implementation of this Agreement.
- (c) Each Party is responsible for any Nonparty Claims brought against that Party and for the acts or omissions of the Party or its Representatives.
- (d) For any dispute arising out of this Agreement, each Party shall seek its own legal representation and bear the costs of that representation.
- (e) The Parties acknowledge that neither Party may indemnify the other Party.
- (f) A Party will not be liable to the other Party or any other Person for any consequential, incidental, indirect, special, or punitive damages arising out of this Agreement regardless of whether the Party was informed of the possibility of those damages.
- (g) For purposes of this section 9.4, the following definitions apply:

- (1) **“Nonparty Claim”** means any Proceeding brought by someone other than a party against one or more parties that arises out of this Agreement.
- (2) **“Representative”** means, with respect to a party, any of that party’s officers, employees, agents, consultants, advisors, or other representatives.

9.5 Governmental Function

The Parties acknowledge that their performance under this Agreement is a governmental function.

9.6 Governmental Immunity

Nothing in this Agreement constitutes a waiver by a Party of any governmental immunity provided under the Urban Cooperation Act and other applicable law.

9.7 Amendment; Waiver

- (a) No amendment of this Agreement will be effective unless it is in writing, approved by the governing body of each Party, and signed by an authorized officer of the Party.
- (b) No waiver under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

9.8 Notice

- (a) A notice or other communication under this Agreement will be effective if it is in writing and received by the Party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; or
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 9.8 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this section 9.8; and
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this Agreement to be valid, it must be addressed using the information below for that Party or any other information stated by that Party in a notice in accordance with this section 9.8:

To County: Kalamazoo County
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007
Attn: Corporation Counsel
Email: Lewis.Smith@kalcounty.gov

Kalamazoo County Parks
2900 Lake Street
Kalamazoo, MI 49048
Attn: Director
Email: David.Rachowicz@kalcounty.gov

To University: Western Michigan University
1903 W. Michigan Avenue
Kalamazoo, MI 49008
Attn: Vice President for Business and Finance
Email: jan.vanderkley@wmich.edu

Copy to: Office of Legal Affairs, Risk and Compliance
Attn: General Counsel
Email: keith.hahn@wmich.edu

- (c) If a notice addressed to a Party is received after 5:00 p.m. on a Business Day at the location specified in the address for that Party, or on a day that is not a Business Day at the location specified in the address for that Party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.
- (d) For purposes of this section 9.8, “**Business Day**” means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.

9.9 Severability

The Parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

- (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if an unenforceable provision is modified or disregarded in accordance with this section 9.9, by holding that the rest of the Agreement will remain in effect as written;
- (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

9.10 Counterparts

If the Parties sign this Agreement in counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

9.11 Governing Law

Michigan law governs any adversarial Proceeding arising out of this Agreement.

9.12 Jurisdiction and Venue

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a Party may bring the Proceeding in the courts of the State of Michigan.

9.13 Scope of Agreement; Entire Agreement

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the Parties.

9.14 No Third Party Beneficiaries.

This agreement does not create for any Person and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this agreement, or any other right.

9.15 Statements of Fact

- (a) Each Party states that it has taken all action and secured all approvals required to permit the Party to enter into this Agreement.
- (b) Each Party states that the individual signing this Agreement on behalf of the Party has the legal authority to sign this Agreement and to bind the Party to the terms of this Agreement.
- (c) The verb used to introduce a statement of fact in this section 9.15 is not intended to affect the remedies available for inaccuracy of that statement of fact.

9.16 Date of Agreement

The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with each Party's signature).

[signature pages follow]

Each Party is signing this Agreement on the date stated opposite the Party's signature.

EXECUTION COPY

KALAMAZOO COUNTY

Date: _____, 2026

By: _____
Jennifer A. Strebs
Chairperson of the Board of Commissioners

EXECUTION COPY

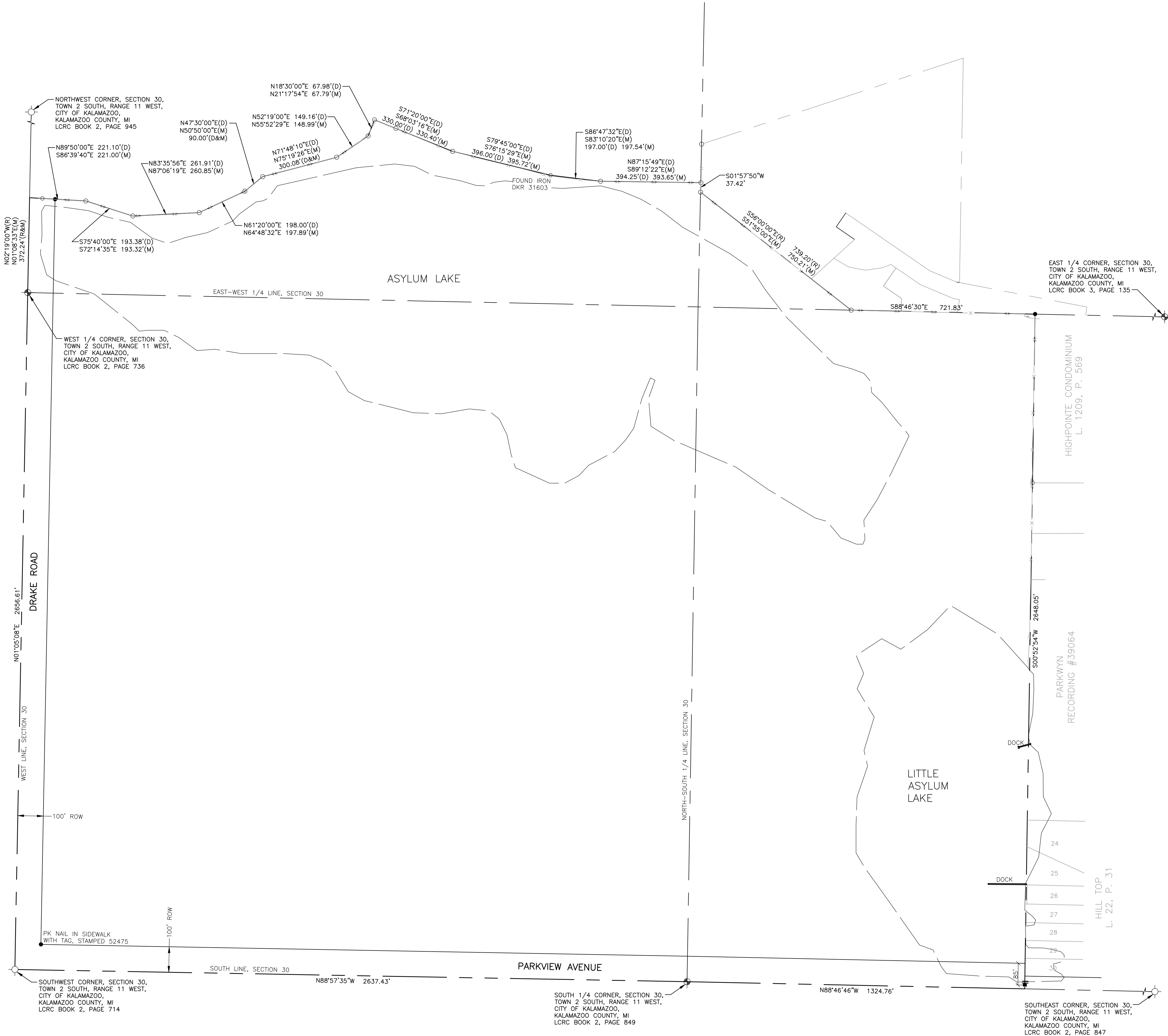
WESTERN MICHIGAN UNIVERSITY

Date: _____, 2026

By: _____

Its: _____

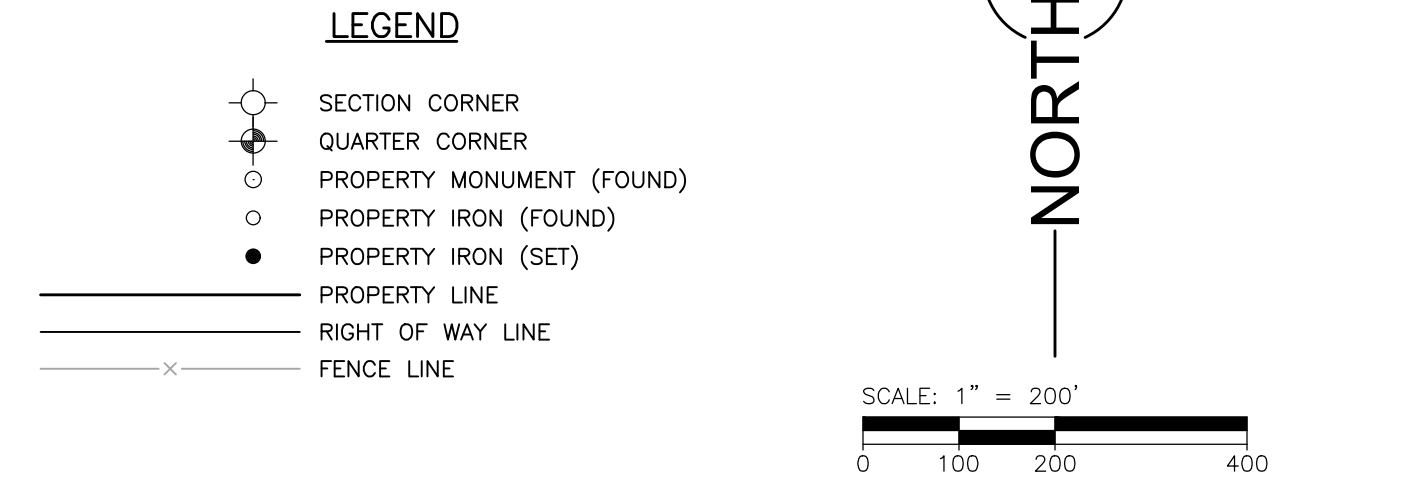
Exhibit A



DESCRIPTION AS FURNISHED (BASED ON KALAMAZOO COUNTY ASSESSOR'S RECORDS:
THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN. ALSO THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION. ALSO, BEGINNING AT THE CENTER 1/4 POST OF SAID SECTION; THENCE EAST ON THE EAST-WEST 1/4 LINE 9.07 CHAINS (598.62 FEET); THENCE NORTH 56' WEST 11.2 CHAINS (739.2 FEET) TO THE NORTH-SOUTH 1/4 LINE; THENCE SOUTH 6.83 CHAINS (450.78 FEET) TO THE POINT OF BEGINNING. ALSO COMMENCING AT THE CENTER 1/4 POST; THENCE NORTH 7 CHAINS 48.5 LINKS (494.01 FEET) TO THE SOUTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD RIGHT OF WAY (AT&T COMPANY RIGHT OF WAY); THENCE SOUTH 87'25" WEST 6 CHAINS 25 LINKS (412.5 FEET); THENCE NORTH 86'34" WEST 3 CHAINS (198 FEET); THENCE NORTH 79'75" WEST 6 CHAINS (598 FEET); THENCE NORTH 71'20" WEST 5 CHAINS (330 FEET); THENCE SOUTH 18.5' WEST 1 CHAIN 3 LINKS (67.98 FEET) TO THE WEST 1/8 LINE OF SAID SECTION; THENCE SOUTH ON SAID 1/8 LINE 9 CHAINS 74 LINKS (642.84 FEET) TO THE EAST-WEST 1/4 LINE OF SAID SECTION (IN THE LAKE); THENCE EAST ON SAID 1/4 LINE 20 CHAINS AND 3/4 LINKS (1320.495 FEET) TO THE POINT OF BEGINNING. (16.9 ACRES). ALSO COMMENCING AT THE WEST 1/4 POST OF SAID SECTION; THENCE NORTH 5 CHAINS 64 LINKS (372.24 FEET); THENCE NORTH 80' EAST 3 CHAINS 25 LINKS (214.5 FEET); THENCE SOUTH 75'40" EAST 2 CHAINS 93 LINKS (193.38 FEET); THENCE SOUTH 83'2" EAST 1 CHAIN (66 FEET); THENCE NORTH 86' EAST 1 CHAIN (66 FEET); THENCE NORTH 75' EAST 1 CHAIN (66 FEET); THENCE NORTH 76.8' EAST 1 CHAIN (66 FEET); THENCE NORTH 61'20" EAST 3 CHAINS (198 FEET); THENCE NORTH 47'30" EAST 2 CHAINS 20 LINKS (145.2 FEET); THENCE NORTH 77' EAST 3 CHAINS 80 LINKS (250.8 FEET); THENCE NORTH 52'19" EAST 2 CHAINS 26 LINKS (149.16 FEET) TO SAID 1/8 LINE; THENCE SOUTH ALONG SAID 1/8 LINE (IN THE LAKE) 9.74 CHAINS (642.84 FEET) TO THE EAST-WEST 1/4 LINE; THENCE WEST ALONG SAID 1/4 LINE TO THE POINT OF BEGINNING. (13.05 ACRES) ENTIRE PARCEL CONTAINS 273 ACRES TOTAL.

DESCRIPTION AS SURVEYED:
PART OF SECTION 30, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 01°05'08" EAST 2656.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION, ALSO BEING THE POINT OF COMMENCEMENT OF A LINE DESCRIBED IN "MAP OF PROPOSED PROPERTY LINE REVISION FOR SMITH AND VERMEULEN", PREPARED BY WILKINS & WHEATON ENGINEERING CO, REVISED MAY 3, 1978, SAID MAP BEARING THE NOTE THAT THE "DESCRIBED LINE HAS BEEN APPROVED AS THE BOUNDARY LINE BETWEEN STATE PROPERTY AND SMITH & VERMEULEN PROPERTY"; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01°08'33" EAST 372.24 FEET (DESCRIBED AS NORTH 02°19'00" WEST) TO THE POINT OF BEGINNING OF THE "APPROVED BOUNDARY LINE" PER SAID "MAP OF PROPOSED PROPERTY LINE REVISION"; THENCE THE FOLLOWING TWELVE COURSES ALONG SAID "APPROVED BOUNDARY LINE": NORTH 86°39'40" EAST 221.00 FEET (DESCRIBED AS NORTH 89°50'00" EAST 221.10 FEET); SOUTH 72°14'35" EAST 193.32 FEET (DESCRIBED AS SOUTH 75°40'00" EAST 193.38 FEET); NORTH 87°06'19" EAST 260.85 FEET (DESCRIBED AS NORTH 83°35'56" EAST 260.91 FEET); NORTH 64°48'32" EAST 197.98 FEET (DESCRIBED AS NORTH 61°20'00" EAST 198.00 FEET); NORTH 50°50'00" EAST 90.00 FEET (DESCRIBED AS NORTH 47°30'00" EAST); NORTH 75°19'26" EAST 300.08 FEET (DESCRIBED AS NORTH 71°48'10" EAST); NORTH 55°52'29" EAST 144.99 FEET (DESCRIBED AS NORTH 52°19'00" EAST 149.16 FEET); NORTH 21°17'54" EAST 67.79 FEET (DESCRIBED AS NORTH 18°30'00" EAST 67.98 FEET); SOUTH 68°03'16" EAST 330.40 FEET (DESCRIBED AS SOUTH 71°20'00" EAST 330.00 FEET); SOUTH 76°15'29" EAST 395.72 FEET (DESCRIBED AS SOUTH 79°45'00" EAST 396.00 FEET); SOUTH 83°10'20" EAST 197.54 FEET (DESCRIBED AS SOUTH 86°47'32" EAST 197.00 FEET); AND SOUTH 89°12'22" EAST 393.65 FEET (DESCRIBED AS NORTH 87°15'49" EAST 394.25 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION AS MONUMENTED; THENCE ALONG SAID NORTH-SOUTH 1/4 LINE; SOUTH 01°57'50" WEST 37.42 FEET TO A POINT RECORDED AS BEING 6.83 CHAINS (450.78 FEET) NORTH ALONG SAID NORTH-SOUTH 1/4 LINE FROM THE CENTER OF SAID SECTION; THENCE SOUTH 51°55'00" EAST 750.21 FEET (RECORDED AS SOUTH 56°00'00" EAST 739.20 FEET) TO THE EAST-WEST 1/4 LINE OF SAID SECTION AS MONUMENTED; THENCE ALONG SAID EAST-WEST 1/4 LINE, SOUTH 88°46'30" EAST 721.83 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION AS MONUMENTED; THENCE ALONG SAID EAST LINE, SOUTH 00°52'54" WEST 2648.05 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE ALONG SAID SOUTH LINE, NORTH 88°46'46" WEST 1324.76 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 88°57'35" WEST 2637.43 FEET TO THE SOUTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING.

CONTAINS 272.87 ACRES, MORE OR LESS. SUBJECT TO ROAD RIGHT OF WAY FOR PARKVIEW AVENUE OVER THE SOUTH 100 FEET THEREOF, AND FOR DRAKE ROAD OVER THE WEST 100 FEET THEREOF. SUBJECT TO OTHER EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.



- SURVEYOR'S NOTES:**
- THIS SURVEY IS BASED UPON THE PROPERTY DESCRIPTION FURNISHED FROM THE KALAMAZOO COUNTY REGISTER OF DEEDS OFFICE AND A PROPERTY LINE REVISION FOR SMITH & VERMEULEN, PREPARED BY WILKINS & WHEATON ENGINEERING CO., REVISED MAY 3, 1978, SAID MAP BEARING THE NOTE THAT THE "DESCRIBED LINE HAS BEEN APPROVED AS THE BOUNDARY LINE BETWEEN STATE PROPERTY AND SMITH & VERMEULEN PROPERTY".
 - BASIS OF BEARING: MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET (NAD 83)
 - DATE OF SURVEY: MARCH 2022
 - OUTLINES OF LITTLE ASYLUM AND ASYLUM LAKES DRAWN FROM AERIAL MAPPING FROM BING MAPS.
 - FOUND MONUMENTS ARE CONCRETE MONUMENTS UNLESS OTHERWISE NOTED.
 - SET IRONS ARE 1/2" X 18" REROD WITH PS 52475 YELLOW CAPS UNLESS OTHER WISE NOTED.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY MYSELF OR MY ASSISTANTS, THAT THE CORNERS WERE SET AS SHOWN, AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN ACCEPTABLE TOLERANCES.

SCOTT W. HOPKINS APRIL 29, 2022
MICHIGAN PROFESSIONAL SURVEYOR #4001052475



Boundary Survey

Kalamazoo County, Michigan

Part of Section 30, Town 2 South, Range 11 West
City of Kalamazoo

REVISIONS

Drawn By RJP
Designer SWH
Reviewer MLN
Manager SWH

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.
220551

SHEET NO.

1 of 1

Exhibit B



DECLARATION OF CONSERVATION RESTRICTIONS

THIS DECLARATION OF CONSERVATION RESTRICTIONS ("Declaration" or "Conservation Restrictions") is made on the 16th day of April, 2004, by THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134, referred to as "WMU."

RECITALS

A. WMU has legal jurisdiction over certain real property transferred to it by the State of Michigan pursuant to Public Act 316 of the Public Acts of 1975 as amended by Public Act 272 of the Public Acts of 1976 (copy attached), which property is located in Section 30, Town 2 South, Range 11 West, in the City of Kalamazoo, Kalamazoo County, Michigan, and referred to herein as the "Asylum Lake Preserve" or the "Preserve" or "Asylum Lake property."

B. Public Act 316 of the Public Acts of 1975 provided that the Preserve be subject to the restriction that it be used "solely for public park, recreation, or open space purposes, except that the legislature, by statute, may authorize WMU to utilize the property for some other public purpose." WMU has agreed to restrict the use of the Preserve in accordance with these Conservation Restrictions.

C. Michigan Compiled Laws 324.2140 et seq. authorizes the execution and recording of Conservation Restrictions as contained herein.

D. In 1998, WMU and the City of Kalamazoo ("City"), as part of the overall plan for developing and locating Western Michigan University's College of Engineering and Paper & Printing Science Research facility in the Business, Technology and Research Park, agreed to the following:

1. Private sources and the City of Kalamazoo will create a \$1.5 million endowment fund for the preservation and conservation of the Asylum Lake Preserve to permanently protect the Preserve, including efforts to reduce and reverse environmental degradation and to develop passive recreational opportunities, and
2. Create protective covenants.

E. It is the intent of WMU that Asylum Lake Preserve be an asset to the greater Kalamazoo community and be utilized as allowed under this Declaration of Conservation Restrictions.

F. In 1998, the Kalamazoo Community Foundation ("Foundation") established the Asylum Lake Preservation Fund toward the goal of permanently protecting the Preserve for passive public recreational use. This fund was established with \$1,300,000 from the Foundation and \$200,000 from the City and distributions are to include costs for development, operation, and maintenance of the Preserve for passive recreational use.

G. In developing this Declaration, WMU has considered many documents and correspondence, including but not limited to: Public Act 316 of the Public Acts of 1975, as amended by Public Act 272 of the Public Acts of 1976; The City of Kalamazoo Proposal of November 30, 1998 to WMU, entitled "WMU and Kalamazoo: A Partnership"; The February 5, 1999 letter from WMU President Elson S. Floyd to the Mayor of Kalamazoo; The joint WMU/City of Kalamazoo letter of October 27, 1999 to the Kalamazoo

Foundation; The December 21, 1999 letter from the Kalamazoo Community Foundation to the City and WMU; and The June 20, 2003 letter from the Kalamazoo City Manager to the WMU Vice President for Business and Finance. These documents, as well as copies of other relevant documents and reports are available at the WMU Archives as File V.P. Finance Area 8/15.

H. WMU desires to establish Conservation Restrictions in accordance with applicable law and its agreement with the City of Kalamazoo toward the goal of permanently protecting the Asylum Lake property, including efforts to reduce and reverse environmental degradation and to develop passive recreational opportunities. This goal also includes the following interdependent goals, referred to as the "Conservation Purposes":

1. **Promote Ecosystem Integrity and Natural Aesthetics:** Maintain the Asylum Lake Preserve as green space and wildlife habitat. Policies should be adopted that promote ecosystem integrity and natural aesthetics. Selected landscape features such as woodlands, old fields, wetlands and lake should be protected from further degradation and enhanced through carefully considered restorative action. Objectives include converting land previously used for agriculture to prairie and converting portions of old fields to oak savanna. Special attention should be given to water quality in Asylum Lake and protection of the Asylum Lake watershed.

2. **Ensure Passive Recreation:** Such activities should not have a detrimental impact on the landscape and should not entail significant infrastructure development. Passive recreational activities are defined as those which create opportunities for a high degree of interaction with the natural environment. Appropriate activities include hiking, wildlife watching, cross-country skiing, and running. Inappropriate activities include competitive sports and mechanized recreational conveyances.

3. **Support Research and Education:** The Asylum Lake Preserve should support and enhance the academic programs of WMU by providing a site for field studies, research, and community outreach. Such activities should be conducted in a manner that is consistent with and furthers the above-described Conservation Purposes.

I. The Preserve shall continue to be managed by WMU consistent with these Conservation Purposes.

NOW, THEREFORE, WMU declares and covenants that to the extent provided for by applicable law, contractual obligations, and other legal requirements and restrictions, the Asylum Lake Preserve shall be subject to the following restrictions, restrictive covenants and conditions. This instrument is exempt from taxation pursuant to MCLA 207.505(h) and MCLA 207.526(h)(i).

THEREFORE, WMU also declares that it is undertaking no new financial obligations beyond those it has under Public Act 316 (1975, as amended in 1976). Expenditures for the Asylum Lake Preserve shall be limited to the annual earnings of the Asylum Lake Preservation Fund and any additional private donations or grant money. Any budgeted University funds that WMU may choose to allocate in pursuit of the Conservation Purposes and related activities are completely at its discretion.

1. **Recitals.** The recitals are incorporated herein by reference, and are acknowledged to be true and correct and reflect the intent of WMU in declaring these Conservation Restrictions.

2. **Definitions.** Except as specifically defined in this document, words shall have their ordinary and common meaning and usage.

A. "Accessory improvement" includes without limitations any sign, bridge, culvert, dam, drain, barricade, viewing platform, observation deck and railing, gate, fence, or other improvement considered to further the Conservation Purposes.

B. "Building" means any structure that is permanently attached to the land with at least one floor, regardless if that floor is at, above or below grade level, and a roof.

C. "Motor vehicle or vehicle" includes any modes of transportation included within the definition of motor vehicle or vehicle, without the limitations, under the Motor Vehicle Code, MCL 257.1 et seq., as amended.

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D. "Motorized recreational vehicle" includes without limitations any motor vehicle that is designed or capable of being driven on non- public trails, paths or terrain, scooter, go-kart, golf cart and utility cart, or other form of recreational vehicle, regardless of whether that vehicle is titled or registered.

E. "Mechanized recreational conveyance" includes without limitations, any bicycle, scooter, roller blades, roller skates or skateboard, but does not include cross country skis or snowshoes.

F. "Paved roads, paved paths, or paved parking lots" mean those constructed with non-porous materials, including, but not limited to, asphalt and concrete.

G. "Powered recreational toy" includes without limitation any remote controlled, electric, gas or powered vehicle, scooter, boat, airplane, or other toy.

The definitions herein shall also apply to any implementing documents, protocols, and/or policies.

3. Restrictions on Use. In declaring these Conservation Restrictions, and in addition to any limitation under applicable law, WMU imposes and establishes the following restrictions, subject to and as permitted by applicable law, on the use of the Preserve:

A. No buildings or structures for housing, business, commercial, or industrial development or use; no new buildings or large or visible structures; no telecommunications towers or above-ground transformers or substations; and no paved roads, paved paths, or paved parking lots to accommodate the general public shall be placed or erected.

B. The general topography and natural condition of the Preserve shall be restored, maintained, or improved in furtherance of the Conservation Purposes. No fill, dredging, alteration, modification, or development shall occur on any portion of the Preserve, except as may be permitted or required by WMU to undertake actions reserved to it herein. No use shall be made of the Preserve which may materially alter the natural features of the Preserve inconsistent with the Conservation Purposes.

C. No boat, sail or surfboard, recreational flotation device, motor vehicle, motorized recreational vehicle, mechanized recreational conveyance or mechanically powered recreational toy is permitted

D. No camping, bonfires or open burning is allowed.

E. No sporting, competitive or organized athletic games, race or activity are permitted.

F. No artificial lighting shall be permitted on the Preserve.

G. No activity or use inconsistent with the Conservation Purposes shall be permitted.

4. Exceptions and Rights Reserved by WMU. Notwithstanding the restrictions under Section 3, WMU retains and reserves the following rights and/or exceptions, including the use of vehicles, equipment, and/or other items to perform them:

A. To construct and maintain unpaved pedestrian trails and walkways, unpaved parking lots, and other similar improvements for access to the Preserve, including those which are accessible to individuals with disabilities as defined by the Americans with Disabilities Act.

B. To construct small maintenance buildings.

C. To construct and maintain accessory improvements such as signs, bridges, culverts, dams, barricades, viewing platforms, railings, gates, and fencing. Signs shall be limited to non-commercial signs of an informative nature relating to educational and recreational activities permitted or prohibited in the Preserve.

D. To construct and install, and to repair, maintain and restore utility services under and for the Preserve, including electricity, telecommunications, gas, water, and storm and sanitary sewer services. All of these activities shall be carried out with care to preserve vegetation and wildlife and to restore disturbed land to its previous state.

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E. To cut, trim and remove trees and foliage in accordance with good horticultural practices as may be required to facilitate other permitted activities or as may be reasonably required to remove or eliminate dangerous conditions.

F. To conduct periodic prairie burns.

G. To access the Preserve, including using motor vehicles for maintenance or other appropriate management and operational purposes, and to maintain any structure and improvement, including those currently existing, and those constructed in the future to further the Conservation Purposes; and to restore, remove, repair, and maintain any such structure or improvement if it is destroyed or damaged by storm or other casualty, or otherwise in need of repair or maintenance.

H. To conduct any activity or use in the Preserve that is otherwise restricted or prohibited when an emergency arises, including the abatement of a dangerous condition likely to cause injury to an individual or the Preserve.

I. To employ those habitat, structural, and managerial practices that are required to effectively pursue the Conservation Purposes. Plans developed by WMU to improve the water quality of Asylum Lake and Little Asylum Lake shall include, and be included in, existing and planned Kalamazoo-area programs to manage non-point or point source pollution in the West Fork Portage Creek sub-watershed.

5. Binding. This Declaration of Conservation Restrictions is intended to run with the land and shall be binding upon WMU, its present and future boards, its successors and assigns and shall constitute a servitude upon the Preserve.

6. Severability. Whenever possible, each provision of this document shall be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this document is held to be invalid, illegal or unenforceable under any applicable law, that ruling or decision shall not invalidate this document or any remaining provision.

7. Termination. The intention to terminate this Declaration must be announced at an open meeting of the Policy and Management Council ("the Council"). See Section 8 herein. A hearing on said intention shall occur at the next meeting of the Council, which shall be scheduled within a reasonable time. At least 15 days and not more than 30 days before any hearing to terminate this Declaration, WMU shall place a public notice in the major local paper noticing the public hearing of said meeting at which public comment will be allowed concerning the intention to terminate. The Council shall make findings of fact regarding said intention to terminate this Declaration. A vote to support termination shall require a 3/4 vote of the Council. The action of the Council shall be presented to the WMU Board of Trustees at its next scheduled meeting within Kalamazoo County and at which public comment shall be allowed.

8. Management Framework; Miscellaneous Amendment. The attached Management Framework for the Asylum Lake Preserve, which has been developed after consultation with members of the community, is intended to effectuate this Declaration. Any violations of the Conservation Restrictions should be reported to the WMU's Vice President for Business and Finance or other person designated by WMU, who shall direct the information to the appropriate management body or personnel. The provisions of this Declaration may be amended only by written instrument as recommended by the Policy and Management Council after at least one public hearing and approved by the WMU Board of Trustees at its next scheduled meeting within Kalamazoo County, provided that any such amendment shall be limited to those matters as may be reasonably required to further the Conservation Restrictions and/or for related purposes consistent with applicable law or rights of WMU. Any such amendment shall be recorded.

9. Privileges and Immunities Preserved. Except for the Restrictions on Use of the Asylum Lake property as set forth herein and any amendments thereto, WMU expressly reserves all of its other rights, defenses, and immunities provided to it by law and contract.

10. Authorization and Approval. The execution of this instrument was approved and authorized by WMU at its Board of Trustees meeting held on the 16th day of April, 2004. The Board of Trustees Resolution of Approval and the Asylum Lake Preserve Management Framework are attached hereto.



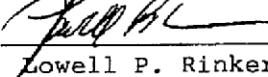
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IN WITNESS WHEREOF, WMU has executed this instrument as of the date set forth above.

WITNESSES:


AnnMarie Cox

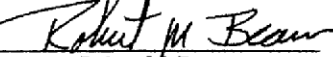

Lowell P. Rinker

STATE OF MICHIGAN)

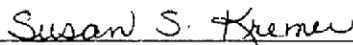
COUNTY OF KALAMAZOO)

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WMU:

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITYBy: 
Robert M. BeamIts: TREASURER
Treasurer, Board of Trustees

On: July 22, 2004, before me personally appeared Robert M. Beam, to me personally known, who being by me sworn, said that he is the Treasurer of the Board of Trustees of Western Michigan University who executed this instrument; that this instrument was signed on behalf of the University by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the University.


Susan S. Kremer

Notary Public
Kalamazoo County, State of Michigan
My Commission Expires: 11-28-2008



Attachments: Public Act 272 of the Public Act of 1976
The Asylum Lake Preserve Management Framework
WMU Board of Trustees Resolution of Approval (Minutes of April 16, 2004 Board of Trustees meeting)



Drafted by Carol Hustoles, University General Counsel

[No. 272]

AN ACT to amend sections 1 and 2 of Act No. 316 of the Public Acts of 1975, entitled "An act to authorize the state administrative board to convey certain property in the county of Kalamazoo; and to authorize the state administrative board to grant an easement for certain property in the county of Kalamazoo."

*The People of the State of Michigan enact:***Sections amended; land conveyance.**

Section 1. Sections 1 and 2 of Act No. 316 of the Public Acts of 1975, are amended to read as follows:

Conveyance of land to western Michigan university without consideration; description; easement; purposes; fence required; quitclaim deed; approval.

Sec. 1. (1) The state administrative board is authorized to convey to western Michigan university without consideration a certain portion of land now owned by the department of mental health located in section 30, T2S, R11W, city of Kalamazoo, Kalamazoo county, Michigan, described as: The southwest 1/4 of section 30, and the west 1/2 of the southeast 1/4 of section 30, and beginning at the west 1/4 corner of section 30; thence north 2° 19' west, 372.24 feet along the west line of section 30; thence north 89° 50' east, 221.10 feet; thence south 75° 40' east, 193.38 feet; thence north 83° 35' 56" east, 260.91 feet; thence north 61° 20' east, 198.00 feet; thence north 47° 30' east, 90.00 feet; thence north 71° 48' 10" east, 300.08 feet; thence north 52° 19' east, 149.16 feet; thence north 18° 30' east, 67.98 feet; thence south 71° 20' east, 330.00 feet; thence south 79° 45' east, 396.00 feet; thence south 86° 34' east, 198.00 feet; thence north 87° 25' east, 393.62 feet to a point on the north-south 1/4 line of section 30; thence south along the north-south 1/4 line to a point that is 450.78 feet north of the center of section 30; thence south 56° 00' east to a point on the east-west 1/4 line that is 840.20 feet east of the center of section 30; thence west along the east-west 1/4 line of section 30 to the point of beginning, comprising 274 acres, more or less.

(2) The conveyance authorized by this section, shall be subject to the easement authorized by section 2. The conveyance shall provide that western Michigan university may utilize the property solely for public park, recreation, or open space purposes, except that the legislature, by statute, may authorize western Michigan university to utilize the property for some other public purpose. The conveyance shall require western Michigan university to construct and maintain in good repair a fence along the boundary line of the described property where it abuts privately-owned property. The conveyance authorized by this act shall be by quitclaim deed approved by the attorney general.

Granting easement to city of Kalamazoo; purposes; description.

Sec. 2. The state administrative board is authorized to grant to the city of Kalamazoo an easement for street, water, and sewer purposes in the following property located in section 30, T2S, R11W, city of Kalamazoo, Kalamazoo county, Michigan described as: Commencing at a point on the west line of section 30, that is 372.24 feet north of the west 1/4 corner of section 30; thence north 89° 50' east, 100.07± feet to a point 100.0 feet east of and at right angle to the west line of section 30; thence south parallel with and 100.0 feet east of the west line of section 30 to a point 250.0 feet north of the south line of section 30; thence along a curve to the left having a 150.0 foot radius 235.62± feet to a point 100.0 feet north of the south line of section 30 and 250.0 feet east of the west line of section 30; thence easterly parallel with and 100.0 feet north of the south line of section 30 to the east line of the west 1/2 of the southeast 1/4 of section 30; thence southerly along the east line of the west 1/2 of the southeast 1/4 100.0 feet to the south line of section 30; thence westerly along the south line of section 30 to the southwest corner of section 30; thence northerly along the west line of section 30 to the point of beginning.

This act is ordered to take immediate effect.

Approved October 8, 1976.



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THE ASYLUM LAKE PRESERVE MANAGEMENT FRAMEWORK [FG Final 2/02/04]

I. Documents Establishing the Basic Purposes and Legal Setting for the Asylum Lake Preserve ("Preserve"): The following documents establish the basic purposes and legal setting for managing the Preserve (available at the WMU Environmental Institute web site and the WMU Archives and Regional History Collections). The management bodies established by Section V shall be guided by them and by the Conservation Purposes (Section II), the Kalamazoo Nature Center Study (Section III), and the Management Goals (Section IV).

- *P.A. 316 of 1975 as amended by P.A. 272 of 1976;
- *The City of Kalamazoo Proposal of November 30, 1998 to WMU, entitled "WMU and Kalamazoo: A Partnership";
- *The letter from WMU President Elson S. Floyd to the Mayor of Kalamazoo, dated February 5, 1999;
- *The joint WMU/City of Kalamazoo letter of October 27, 1999 to the Kalamazoo Foundation;
- *The "Declaration of Conservation Restrictions" adopted by the WMU Board of Trustees, [date].

II. Statement of the Conservation Purposes of the Asylum Lake Preserve. The Conservation Purposes, approved by the Asylum Lake Focus Group, Fall 1999, are intended to provide a framework for the development and implementation of more specific plans and policies for the management and use of the Preserve. These purposes are to be viewed as interdependent and a balance among them shall be sought in all plans, policies, and actions.

1. Promote Ecosystem Integrity and Natural Aesthetics. Maintain the Asylum Lake Preserve as green space and wildlife habitat. Policies should be adopted that promote ecosystem integrity and natural aesthetics. Selected landscape features such as woodlands, old fields, wetlands and lakes should be protected from further degradation and enhanced through carefully considered restorative action. Objectives include converting land formerly used for agriculture to prairie and converting portions of old fields to oak savanna. Special attention should be given to water quality in Asylum Lake and protection of the Asylum Lake watershed.

2. Ensure Passive Recreation. Such activities should not have a detrimental impact on the landscape and should not entail significant infrastructure development. Passive recreational activities are defined as those which create opportunities for a high degree of interaction with the natural environment. Appropriate activities include hiking, wildlife watching, cross-country skiing and running. Inappropriate activities include competitive sports and any form of mechanical recreation.

3. Support Research and Education. The Asylum Lake Preserve should be used to support and enhance the academic programs of WMU by providing a site for field studies, research, and community outreach. Such activities should be conducted in a manner that is consistent with and furthers the above-described Conservation Purposes.

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III. Kalamazoo Nature Center Study. This study, titled "Western Michigan University: Asylum Lake Property - Historical Uses and Land Cover, Natural Features Inventory, and Habitat Enhancement Recommendations" and submitted by the Kalamazoo Nature Center, February 2002, offers a useful description of the existing conditions at the Preserve.

IV. Management Goals. The management bodies established under Section V shall ensure that all activities carried out on the Preserve conform with the provisions of the Declaration of Conservation Restrictions. These bodies also shall be guided in their deliberations and actions by the following Management Goals:

1. To seek the effective pursuit of the Conservation Purposes.
2. To ensure that activities carried out on the Preserve shall be consistent with the goals of seeking to reduce and reverse environmental degradation and ensure passive recreation.
3. To ensure that all educational, research, and restoration activities carried out on the Preserve have followed "The Educational, Research, and Restoration Activities Protocol for the Asylum Lake Preserve" ("Protocol") approved by the Provost [date].

V. The Policy and Management Council. The Policy and Management Council ("Council") shall oversee and manage the Preserve. The Council shall also interpret and apply the "Restrictions on Use" and "Exceptions and Rights Reserved by WMU" contained in the Declaration of Conservation Restrictions.

The Council shall be a self-sustaining body which is responsible to the WMU Vice President for Business and Finance. It shall have a majority of its members from WMU. It shall meet at least twice a year with meetings open to the public. Special meetings may be called by any three members with at least two weeks notice.

Powers and Duties:

- 1) To ensure that the provisions of the Declaration of Conservation Restrictions are faithfully observed and that the Conservation Purposes and Management Goals are effectively pursued by developing a procedure for regular oversight of the Preserve.
- 2) To make, review, or amend an overall management plan for the Preserve. A basic management plan and accompanying policies shall be developed and adopted within one year of the Council's first meeting. At least every five years, the Council shall formally review the current management plan to identify needed changes and/or improvements.
- 3) To approve, amend, or reject other plans and/or proposals for use of the property. Such plans and/or proposals may come from WMU, the Council or its committees, public agencies, or governmental bodies.
- 4) To prepare for the Vice President of Business and Finance an annual financial report and budget request for the Preserve based on:
 - a) funds available for distribution from the Asylum Lake Preservation Fund;

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- b) existing and projected funding from WMU; and
 - c) existing and projected grants and donations.
- 5) To receive, discuss, and make recommendations on disputes over existing or proposed land use, operational, and/or financial matters related to the Preserve.
- 6) To prepare an Annual Report that describes the general status of the Preserve, the status of Council plans and policies, as well as major events, activities, and/or proposals affecting the Preserve.
- 7) To develop By-laws defining the procedures of the Council, its standing committees, and procedures for the establishment of any additional committees.
- 8) In carrying out any of the above powers and duties, the Council may, with reasonable public notice, conduct a public hearing to obtain community views and suggestions.

Members: The Policy and Management Council shall be a self-sustaining body. It shall include eight members from WMU and six members from community groups having an environmental focus and Kalamazoo neighborhood associations registered with the City of Kalamazoo. Each member shall have one vote. Terms of individual voting members shall be two years (renewable for two additional terms). Before the Council is first constituted, the Vice President for Business and Finance or a designee shall identify which seven shall have a term of one year in order to establish a rotation; the seven one-year-term members must be composed of four WMU representatives and three community representatives.

Changes in the size of this Council shall occur only after a favorable vote by 3/4 of the members and any change shall not decrease the percent of representatives for the community below 40%. At least every four years and using procedures spelled out in its By-laws, the Council shall review the size of the Council as well as the community and neighborhood organizations and University units represented. Changes to the list of units and organizations below shall require a 3/4 vote of the members of the Council. Each of the following University units shall designate one of its members to the Council:

- The WMU Campus Planning and Finance Council
- The WMU Environmental Institute
- The WMU Environmental Studies Program
- The WMU Physical Plant
- The WMU Vice President for Business and Finance

Each of the following community organizations shall appoint one of its members to the Council:

- The Asylum Lake Preservation Association
- The Environmental Concerns Committee of the City of Kalamazoo
- The Kalamazoo Environmental Council
- The Oakland Drive/Winchell Neighborhood Association
- The Parkview Neighborhood Association
- The Parkwyn Village Neighborhood Association

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If any of these University units or community organizations cease to exist, prior to their dissolution or as soon thereafter as possible, the Council shall modify the membership composition as required by this document.

The Vice President for Business and Finance shall appoint three at-large members from the University to serve on the Council. The three at-large members shall be selected from a list of individuals (faculty, staff, and emeriti) who have expressed in writing their interest in serving on the Council (See Section IX).

VI. Standing Committees of the Policy and Management Council:

1. The Research and Education Committee. Meets as needed.

Powers: Solicit and/or receive proposals for research, educational, and/or restoration uses of the Preserve; establish a Review Panel to approve or reject research, educational and restoration proposals; develop annual and longer-term research, education, and restoration plans and/or guidelines; and, for these purposes, receive and disburse funds from the Council, WMU, or other grants or donations.

Duties:

- *Review all past, current, and proposed university and community educational, research, and restoration activities and grants involving the Preserve for consistency with Sections II, III, and IV, and existing management plans and/or policies.
- *Oversee the work of the Review Panel in implementing the Protocol .
- *Coordinate and balance existing and proposed research, educational, restoration, and recreational uses within the Preserve.
- *Make policy recommendations to the Council, including periodic updates of the Protocol .
- *Prepare an annual report for the Council.

Members: Three voting Committee members, including one from the Environmental Institute, one from the Campus Planning and Finance Council, and one selected by the Council. Non-voting advisers may be invited to attend meetings as needed or appropriate.

2. The Operations Committee. Meets as needed.

Powers and Duties: Develop operational procedures and rules to carry out any management and/or use plans/policies adopted by the Council; work with the Research and Education Committee to ensure operational coordination between those carrying out approved projects, the WMU Physical Plant, and any other relevant WMU units; oversee operations and enforcement; prepare an annual report for the Council on needs and problems.

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Members: Three voting Committee members, including one from the WMU Physical Plant, one from the Environmental Institute and one selected by the Council. Non-voting advisers can be invited to attend meetings as needed or appropriate.

VII. Administrative Support. The Environmental Institute shall provide administrative support for the Policy and Management Council and its committees and shall serve as a communications channel between the Council and the WMU administration. The parameters and specifics (staff, financing, procedures, etc.) of such support shall be detailed in a memorandum of understanding (MOU) worked out between the Chairperson of the Council (based on consultations with the Council) and the Director of the Institute. The MOU shall require the approval of the Vice President for Business and Finance and the Council.

VIII. Amendments: Amendments to this Management Framework shall require a vote of three-quarters of the members of the Policy and Management Council as well as the approval of the Vice President for Business and Finance.

IX. Activation: This Management Framework shall be activated once the Declaration of Conservation Restrictions has been adopted by the WMU Board of Trustees. The office of the Vice President for Business and Finance shall send copies of this document to each of the community and university units listed in Section V above and ask them to designate their representative to the Policy and Management Council. Also, all WMU faculty, staff, and emeriti shall be invited to consider applying for at-large membership on the Council. To be considered, those interested shall explain their interest in writing to the Vice President. Once the designations have been received, the three at-large members have been appointed, the seven one-year-term members identified (see Section V), and reasonable public notice has been given, the Vice President for Business and Finance or a designee shall convene and chair the initial meetings of the Policy and Management Council until By-laws are adopted and a chair selected.

[On (date), the WMU Board of Trustees adopted The Declaration of Conservation Restrictions activating this Management Framework.]



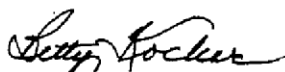
WESTERN MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
APRIL 16, 2004

Asylum Lake Agreements. As moved by Trustee Aseritis, supported by Trustee DeNooyer, the Board of Trustees approved the Asylum Lake Agreements. As presented by Vice President Beam, the administration has met for some time with members of local adjacent neighborhoods and groups related to the Asylum Lake property. The final documents, Declaration of Conversion of Restrictions and the Asylum Lake Preserve Management Plan, relate to the University's original agreement to preserve the Asylum Lake property as open space to be used for passive recreational purposes.

Public Comments. As is the practice, it was indicated that the public comments segment of the Board is a time set aside for the trustees to listen but not necessarily to respond to those speaking. Petitions were also presented to the Board requesting that several sports programs be reinstated—men's cross country, indoor and outdoor track and women's synchronized skating. The following people (including their relationships to University and topics) requested an opportunity to address the Board: Tim Meek, student, service learning; Ben Lando, student, University budget; Tim Birch, AFSCME president, privatization; Brendan Weaver, student, building a positive university atmosphere; Laura Livingstone-McNellis, representing Eric Teutsch, track alumnus, community impact of eliminating track and field; Brad Kirk, track alumnus, economic impact on the university; Jamie Hence, track alumnus, past president "W" club, Hall of Fame inductee, minority impact/effect on other sports/alumni effect; Peter Livingstone-McNellis, president, Bring Back Track Committee, elimination of sports at WMU; Eric Zehnpfennig, student government president, student involvement in WMU decision making; Tristan Brown, student, student representation; and Kay Chase, staff, Asylum Lake.

Adjournment. The meeting was adjourned at 12:10 p.m.

Respectfully submitted,



Betty Kocher
Secretary
Board of Trustees



April 16, 2004

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Exhibit C



**FIRST AMENDMENT TO
DECLARATION OF CONSERVATION RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF CONSERVATION RESTRICTIONS (the "Amendment") is dated as of November 6, 2019, and is made by the BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate ("WMU").

Background

WMU is the declarant of that certain Declaration of Conservation Restrictions, dated April 16, 2004, and recorded on July 23, 2004, at Instrument No. 2004-037010, Kalamazoo County Records (the "Declaration").

WMU now desires to amend the Declaration in the manner provided herein.

Amendment

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Replacement of Framework.** The Asylum Lake Preserve Management Framework [FG Final February 2, 2004] attached to the Declaration as pages 7-11 is hereby deleted, superseded and replaced in its entirety with The Asylum Lake Preserve Management Framework [Revised November 2019] attached hereto as Exhibit "A", and incorporated hereby into the Declaration.

2. **Restrictions on Use.** The Restrictions on Use set forth in Section 3 of the Declaration are amended as follows:

(a) Roads, paths and parking lots may be paved as approved by the Policy and Management Council or as otherwise required by any federal, state or local law, regulation, ordinance or order, or to protect the health, safety and well-being of the public users of the Preserve.

(b) Boats may be used on the Preserve as needed for any research or education activities approved by the Policy and Management Council.

3. **Miscellaneous.** In the event of a conflict or inconsistency between this Amendment and any other terms of the Declaration, the terms of this Amendment shall govern. Except as amended herein, all other terms of the Declaration shall continue in full force and effect. The terms of this Amendment may only be modified by a writing executed by WMU. The Background set forth above is, by this reference, incorporated into the text of this Amendment as if fully set forth herein. Initially capitalized terms used but not defined in this Amendment, but defined in the Declaration, shall have the meanings given to them in the Declaration.

[SIGNATURES AND NOTARIAL ACKNOWLEDGEMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, WMU has executed this instrument as of the date set forth above.

THE BOARD OF TRUSTEES OF WESTERN
MICHIGAN UNIVERSITY, a Michigan
constitutional body corporate

By: Jan Van Der Kley
Jan Van Der Kley
Treasurer

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 6 day of November,
2019, by Jan Van Der Kley the Treasurer of the Board of Trustees of Western Michigan University, a
Michigan constitutional body corporate, on behalf of the University.

Ann Marie Cox, Notary Public
Kalamazoo County, Michigan Ann Marie Cox
Acting in Kalamazoo County, Michigan
My Commission expires: 07-26-25

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:
Steven M. Stankewicz, Esq.
Miller, Canfield, Paddock and Stone PLC
277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007
(269) 381-7030

EXHIBIT "A"
FRAMEWORK

34639099.3\095924-00075

THE ASYLUM LAKE PRESERVE MANAGEMENT FRAMEWORK [Revised November 2019]

I. Documents Establishing the Basic Purposes and Legal Setting for the Asylum Lake Preserve (“Preserve”): The following documents establish the basic purposes and legal setting for managing the Preserve (available at the WMU Asylum Lake web site and the WMU Archives and Regional History Collections). The management bodies established by Section V shall be guided by them and by the Conservation Purposes (Section II), the Kalamazoo Nature Center Study (Section III), and the Management Goals (Section IV).

- *P.A. 316 of 1975 as amended by P.A. 272 of 1976;
- *The City of Kalamazoo Proposal of November 30, 1998 to WMU, entitled “WMU and Kalamazoo: A Partnership”;
- *The letter from WMU President Elson S. Floyd to the Mayor of Kalamazoo, dated February 5, 1999;
- *The joint WMU/City of Kalamazoo letter of October 27, 1999 to the Kalamazoo Foundation;
- *The “Declaration of Conservation Restrictions” adopted by the WMU Board of Trustees, April 16, 2004.

II. Statement of the Conservation Purposes of the Asylum Lake Preserve. The Conservation Purposes, approved by the Asylum Lake Focus Group, Fall 1999, are intended to provide a framework for the development and implementation of more specific plans and policies for the management and use of the Preserve. These purposes are to be viewed as interdependent and a balance among them shall be sought in all plans, policies, and actions.

1. Promote Ecosystem Integrity and Natural Aesthetics. Maintain the Asylum Lake Preserve as green space and wildlife habitat. Policies should be adopted that promote ecosystem integrity and natural aesthetics. Selected landscape features such as woodlands, old fields, wetlands and lakes should be protected from further degradation and enhanced through carefully considered restorative action. Objectives include converting land formerly used for agriculture to prairie and converting portions of old fields to oak savanna. Special attention should be given to water quality in Asylum Lake and protection of the Asylum Lake watershed.

2. Ensure Passive Recreation. Such activities should not have a detrimental impact on the landscape and should not entail significant infrastructure development. Passive recreational activities are defined as those which create opportunities for a high degree of interaction with the natural environment. Appropriate activities include hiking, wildlife watching, cross-country skiing and running. Inappropriate activities include competitive sports and any form of mechanical recreation.

3. Support Research and Education. The Asylum Lake Preserve should be used to support and enhance the academic programs of WMU by providing a site for field studies, research, and community outreach. Such activities should be conducted in a manner that is consistent with and furthers the above-described Conservation Purposes.

III. Kalamazoo Nature Center Study. This study, titled “Western Michigan University: Asylum Lake Property - Historical Uses and Land Cover, Natural Features Inventory, and Habitat Enhancement Recommendations” and submitted by the Kalamazoo Nature Center, February 2002, offers a useful description of the existing conditions at the Preserve. Additional documents and reports describing or updating existing knowledge of the historical or current condition of the natural resources on the property will be posted on the Asylum Lake website (www.wmich.edu/asylumlake) as they become available.

IV. Management Goals. The management bodies established under Section V shall ensure that all activities carried out on the Preserve conform with the provisions of the Declaration of Conservation Restrictions. These bodies also shall be guided in their deliberations and actions by the following Management Goals:

1. To seek the effective pursuit of the Conservation Purposes.
2. To ensure that activities carried out on the Preserve shall be consistent with the goals of seeking to reduce and reverse environmental degradation and ensure passive recreation.
3. To ensure that all educational, research, and restoration activities carried out on the Preserve have followed “The Educational, Research, and Restoration Activities Protocol for the Asylum Lake Preserve” (“Protocol”) approved by the Provost [date].

V. The Policy and Management Council. The Policy and Management Council (“Council”) shall oversee and manage the Preserve. The Council shall also interpret and apply the “Restrictions on Use” and “Exceptions and Rights Reserved by WMU” contained in the Declaration of Conservation Restrictions.

The Council shall be a self-sustaining body which is responsible to the WMU Vice President for Business and Finance. It shall have a majority of its members from WMU. It shall meet at least twice a year with meetings open to the public. Special meetings may be called by any three members with at least two weeks’ notice.

Powers and Duties:

- 1) To ensure that the provisions of the Declaration of Conservation Restrictions are faithfully observed and that the Conservation Purposes and Management Goals are effectively pursued by developing a procedure for regular oversight of the Preserve.

- 2) To make, review, or amend an overall management plan for the Preserve. A basic management plan and accompanying policies shall be developed and adopted within one year of the Council's first meeting. At least every five years, the Council shall formally review the current management plan to identify needed changes and/or improvements.
- 3) To approve, amend, or reject other plans and/or proposals for use of the property. Such plans and/or proposals may come from WMU, the Council or its committees, public agencies, or governmental bodies.
- 4) To prepare for the Vice President of Business and Finance an annual financial report and budget request for the Preserve based on:
 - a) funds available for distribution from the Asylum Lake Preservation Fund;
 - b) existing and projected funding from WMU; and
 - c) existing and projected grants and donations.
- 5) To receive, discuss, and make recommendations on disputes over existing or proposed land use, operational, and/or financial matters related to the Preserve.
- 6) At least annually, to discuss as a Council the the events, activities, and/or proposals affecting the Preserve that have occurred and to review in general the past year and the expectations for the coming year.
- 7) To develop By-laws defining the procedures of the Council, its standing committees, and procedures for the establishment of any additional committees.
- 8) In carrying out any of the above powers and duties, the Council may, with reasonable public notice, conduct a public hearing to obtain community views and suggestions.

Members: The Policy and Management Council shall be a self-sustaining body. It shall include eight members from WMU and six members from community groups having an environmental focus and Kalamazoo neighborhood associations registered with the City of Kalamazoo. Each member shall have one vote. Terms of individual voting members shall be two years (renewable for four additional terms). In such cases where a suitable replacement cannot be made after five consecutive terms, or where the expertise of a member is considered essential to the function of the Council, additional terms may be approved by the Vice President for Business and Finance, upon recommendation of the Council. Before the Council is first constituted, the Vice President for Business and Finance or a designee shall identify which seven shall have a term of one year in order to establish a rotation; the seven one-year-term members must be composed of four WMU representatives and three community representatives.

Changes in the size of this Council shall occur only after a favorable vote by 3/4 of the members and any change shall not decrease the percent of representatives for the community below 40%. At least every four years and using procedures spelled out in its By-laws, the Council shall review the size of the Council as well as the community and neighborhood organizations and University units represented. Changes to the list of units and organizations below shall require a 3/4 vote of the members of the Council. Each of the following University units shall designate one of its members to the Council:

The WMU Campus Planning and Finance Council

The WMU College of Arts and Sciences

The WMU Institute of the Environment and Sustainability

The WMU Facilities Management (Natural Areas Manager as Ex Officio non-voting member)

The WMU Vice President for Business and Finance

In addition, the Vice President for Business and Finance shall appoint four at-large members from the University to serve on the Council. The four at-large members shall be selected from a list of individuals (faculty, staff, and emeriti) who have expressed in writing their interest in serving on the Council (See Section IX).

Each of the following community organizations shall appoint one of its members to the Council:

The Asylum Lake Preservation Association

The Environmental Concerns Committee of the City of Kalamazoo

The Kalamazoo Environmental Council

The Oakland Drive/Winchell Neighborhood Association

Neighborhood Association of Parkview Hills

The Parkwyn Village Neighborhood Association

Each university unit and community organization may appoint an alternate to attend and vote in the member's absence.

In addition, to the above eight members from WMU, the Natural Areas Manager (WMU Facilities Management) shall be a non-voting ex-officio member.

If any of these University units or community organizations cease to exist, prior to their dissolution or as soon thereafter as possible, the Council shall modify the membership composition as required by this document.

VI. Standing Committees of the Policy and Management Council:

1. The Research and Education Committee. Meets as needed.

Powers: Solicit and/or receive proposals for research, educational, and/or restoration uses of the Preserve; establish a Review Panel to approve or reject research, educational and restoration proposals; develop annual and longer-term research, education, and restoration plans and/or guidelines; and, for these purposes, receive and disburse funds from the Council, WMU, or other grants or donations.

Duties:

- *Review all past, current, and proposed university and community educational, research, and restoration activities and grants involving the Preserve for consistency with Sections II, III, and IV, and existing management plans and/or policies.
- *Oversee the work of the Review Panel in implementing the Protocol .
- *Coordinate and balance existing and proposed research, educational, restoration, and recreational uses within the Preserve.
- *Make policy recommendations to the Council, including periodic updates of the Protocol.
- *Prepare an annual report for the Council.

Members: Four voting Committee members, including one from the Institute of the Environment and Sustainability, one from the Campus Planning and Finance Council, and two selected by the Council. Non-voting advisers may be invited to attend meetings as needed or appropriate.

2. The Operations Committee. Meets as needed.

Powers and Duties: Develop operational procedures and rules to carry out any management and/or use plans/policies adopted by the Council; work with the Research and Education Committee to ensure operational coordination between those carrying out approved projects, the WMU Facilities Management, and any other relevant WMU units; oversee operations and enforcement; prepare an annual report for the Council on needs and problems.

Members: Four voting Committee members, including one from the WMU Facilities Management, one from the Institute of the Environment and Sustainability and two selected by the Council. Nonvoting advisers can be invited to attend meetings as needed or appropriate.

VII. Administrative Support. WMU Facilities Management shall provide administrative and logistical support for the Policy and Management Council and its committees and shall serve as a communications channel between the Council and the WMU administration. Such support shall include financial record-keeping and reporting, secretarial help, and maintenance of the website.

VIII. Amendments: Amendments to this Management Framework shall require a vote of three quarters of the members of the Policy and Management Council as well as the approval of the Vice President for Business and Finance.

IX. Activation: This Management Framework shall be activated once the Declaration of Conservation Restrictions has been adopted by the WMU Board of Trustees. The office of the Vice President for Business and Finance shall send copies of this document to each of the community and university units listed in Section V above and ask them to designate their representative to the Policy and Management Council. Also, all WMU faculty, staff, and emeriti shall be invited to consider applying for at-large membership on the Council. To be considered, those interested shall explain their interest in writing to the Vice President. Once the designations have been received, the three at-large members have been appointed, the seven one-year-term members identified (see Section V), and reasonable public notice has been given, the Vice President for Business and Finance or a designee shall convene and chair the initial meetings of the Policy and Management Council until By-laws are adopted and a chair selected.

[On April 16, 2004, the WMU Board of Trustees adopted The Declaration of Conservation Restrictions activating this Management Framework and amended November. 6, 2019.]

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Exhibit D

AMENDED AND RESTATED

DECLARATION OF CONSERVATION RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF CONSERVATION RESTRICTIONS ("Declaration" or "Conservation Restrictions") is made on the ____ day of _____, 2026, by THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134, referred to as "WMU."

RECITALS

A. WMU has legal jurisdiction over certain real property transferred to it by the State of Michigan pursuant to Public Act 316 of the Public Acts of 1975 as amended by Public Act 272 of the Public Acts of 1976 (copy attached), which property is located in Section 30, Town 2 South, Range 11 West, in the City of Kalamazoo, Kalamazoo County, Michigan, and referred to herein as the "Asylum Lake Nature Preserve" or the "Nature Preserve" or "Asylum Lake property."

B. Public Act 316 of the Public Acts of 1975 provided that the Nature Preserve be subject to the restriction that it be used "solely for public park, recreation, or open space purposes, except that the legislature, by statute, may authorize WMU to utilize the property for some other public purpose." WMU has agreed to restrict the use of the Nature Preserve to that of a nature preserve (and not a general active recreation park) in accordance with these Conservation Restrictions.

C. Michigan Compiled Laws 324.2140 et seq. authorizes the execution and recording of Conservation Restrictions as contained herein.

D. In 1998, WMU and the City of Kalamazoo ("City"), as part of the overall plan for developing and locating Western Michigan University's College of Engineering and Paper & Printing Science Research facility in the Business, Technology and Research Park, agreed to the following:

1. Private sources and the City of Kalamazoo will create a \$1.5 million endowment fund for the preservation and conservation of the Asylum Lake Nature Preserve to permanently protect the Nature Preserve, including efforts to reduce and reverse environmental degradation and to develop passive recreational opportunities, and
2. Create protective covenants.

E. It is the intent of WMU that Asylum Lake Nature Preserve be an asset to the greater Kalamazoo community and be utilized as allowed under this Declaration of Conservation Restrictions.

F. In 1998, the Kalamazoo Community Foundation ("Foundation") established the Asylum Lake Preservation Fund toward the goal of permanently protecting the Nature Preserve for passive public recreational use. This fund was established with \$1,300,000 from the Foundation and

\$200,000 from the City and distributions are to include costs for development, operation, and maintenance of the Nature Preserve for passive recreational use.

G. In developing this Declaration, WMU has considered many documents and correspondence, including but not limited to: Public Act 316 of the Public Acts of 1975, as amended by Public Act 272 of the Public Acts of 1976; The City of Kalamazoo Proposal of November 30, 1998 to WMU, entitled "WMU and Kalamazoo: A Partnership"; The February 5, 1999 letter from WMU President Elson S. Floyd to the Mayor of Kalamazoo; The joint WMU/City of Kalamazoo letter of October 27, 1999 to the Kalamazoo Foundation; The December 21, 1999 letter from the Kalamazoo Community Foundation to the City and WMU; and The June 20, 2003 letter from the Kalamazoo City Manager to the WMU Vice President for Business and Finance. These documents, as well as copies of other relevant documents and reports are available at the WMU Archives as File V.P. Finance Area 8/15.

H. WMU established the "Initial Conservation Restrictions" in 2004 in accordance with applicable law and its agreement with the City of Kalamazoo toward the goal of permanently protecting the Asylum Lake property, including efforts to reduce and reverse environmental degradation and to develop passive recreational opportunities. This goal also includes the following interdependent goals, referred to as the "Conservation Purposes":

1. Promote Ecosystem Integrity and Natural Aesthetics: Maintain the Asylum Lake Nature Preserve as green space and wildlife habitat. Policies should be adopted that promote ecosystem integrity and natural aesthetics. Selected landscape features such as woodlands, old fields, wetlands and lake should be protected from further degradation and enhanced through carefully considered restorative action. Objectives include converting land previously used for agriculture to prairie and converting portions of old fields to oak savanna. Special attention should be given to water quality in Asylum Lake and protection of the Asylum Lake watershed.

2. Ensure Passive Recreation: Such activities should not have a detrimental impact on the landscape and should not entail significant infrastructure development. Passive recreational activities are defined as those which create opportunities for a high degree of interaction with the natural environment. Appropriate activities include hiking, wildlife watching, cross-country skiing, and running. Inappropriate activities include competitive sports and mechanized recreational conveyances.

3. Support Research and Education: The Asylum Lake Nature Preserve should support and enhance the academic programs of WMU by providing a site for field studies, research, and community outreach. Such activities should be conducted in a manner that is consistent with and furthers the above-described Conservation Purposes.

I. As part of the Initial Conservation Restrictions, WMU established a Policy and Management Council (the "Council") and Management Framework to effectuate this Declaration, and provided that the Declaration could be amended only by recommendation of the Council and could only be terminated by a $\frac{3}{4}$ vote.

J. In 2019, the initial Conservation Restrictions and the Management Framework were amended to add further detail regarding restrictions with respect to paved roads and boats, and to make adjustments to the operation of the Council.

K. While management of the Nature Preserve has involved the public through the mechanism of the Council, WMU has determined that management of the Nature Preserve is not within the core mission of the University, and that the Conservation Purposes can be better effectuated by Kalamazoo County through the Kalamazoo County Parks Department (the "Parks Department"), which has experience in the management of preserves, a core mission that better aligns with the Conservation Purposes, and established mechanisms for public input.

L. WMU and Kalamazoo County have agreed that ownership of the Nature Preserve should be transferred to Kalamazoo County and managed by the Parks Department, in accordance with the Conservation Purposes, which are hereby reaffirmed, subject to a requisite legislative act by the State of Michigan or transfer of ownership. WMU and Kalamazoo County have further agreed that the Parks Department, subject to the oversight of the Kalamazoo County Parks and Recreation Commission, will manage the Nature Preserve pursuant to an Interlocal Agreement prior to the enactment of such legislation or transfer of ownership.

NOW, THEREFORE, WMU makes this Amended and Restated Declaration of Conservation Restrictions, and declares and covenants that to the extent provided for by applicable law, contractual obligations, and other legal requirements and restrictions, the Asylum Lake Nature Preserve shall be subject to the following restrictions, restrictive covenants and conditions. This instrument is exempt from taxation pursuant to MCLA 207.505(h) and MCLA 207.526(h)(i).

THEREFORE, WMU also declares that it is undertaking no new financial obligations beyond those it has under Public Act 316 (1975, as amended in 1976). Expenditures for the Asylum Lake Nature Preserve shall be limited to the annual earnings of the Asylum Lake Preservation Fund and any additional private donations or grant money. Any budgeted funds that the Public Body, as defined herein, may choose to allocate in pursuit of the Conservation Purposes and related activities are completely at its discretion.

1. Recitals. The recitals are incorporated herein by reference, and are acknowledged to be true and correct and reflect the intent of WMU in declaring these Conservation Restrictions.

2. Definitions. Except as specifically defined in this document, words shall have their ordinary and common meaning and usage.

A. "Accessory improvement" includes without limitations any sign, bridge, culvert, dam, drain, barricade, viewing platform, observation deck and railing, gate, fence, or other improvement considered to further the Conservation Purposes.

B. "Building" means any structure that is permanently attached to the land with at least one floor, regardless if that floor is at, above or below grade level, and a roof.

C. "Motor vehicle or vehicle" includes any modes of transportation included within the definition of motor vehicle or vehicle, without the limitations, under the Motor Vehicle Code, MCL 257.1 et seq., as amended.

D. "Motorized recreational vehicle" includes without limitations any motor vehicle that is designed or capable of being driven on non- public trails, paths or terrain, scooter, go-kart, golf cart and utility cart, or other form of recreational vehicle, regardless of whether that vehicle is titled or registered.

E. "Mechanized recreational conveyance" includes without limitations, any bicycle, scooter, roller blades, roller skates or skateboard, but does not include cross country skis or snowshoes.

F. "Paved roads, paved paths, or paved parking lots" mean those constructed with non-porous materials, including, but not limited to, asphalt and concrete.

G. "Powered recreational toy" includes without limitation any remote controlled, electric, gas or powered vehicle, scooter, boat, airplane, or other toy.

H. "Public Body" means that public body then responsible for managing the Nature Preserve, subject to the oversight of a public Park Advisory Board or Commission (the "Commission").

The definitions herein shall also apply to any implementing documents, protocols, and/or policies.

3. Restrictions on Use. In declaring these Conservation Restrictions, and in addition to any limitation under applicable law, WMU imposes and establishes the following restrictions, subject to and as permitted by applicable law, on the use of the Nature Preserve:

A. No buildings or structures for housing, business, commercial, or industrial development or use; no new buildings or large or visible structures; no telecommunications towers or above-ground transformers or substations shall be placed or erected. Roads, paths and parking lots may be paved as approved by the Public Body or as otherwise required by any federal, state or local law, regulation, ordinance or order, or to protect the health, safety and well-being of the public users of the Nature Preserve.

B. The general topography and natural condition of the Nature Preserve shall be restored, maintained, or improved in furtherance of the Conservation Purposes. No fill, dredging, alteration, modification, or development shall occur on any portion of the Nature Preserve, except as may be permitted or required by the Public Body to undertake actions reserved to the Public Body herein. No use shall be made of the Nature Preserve which may materially alter the natural features of the Nature Preserve inconsistent with the Conservation Purposes.

C. No boat, sail or surfboard, recreational flotation device, motor vehicle, motorized recreational vehicle, mechanized recreational conveyance or mechanically

powered recreational toy is permitted, except that Boats may be used on the Nature Preserve as needed for any research or education activities approved by the Public Body.

- D. No camping, bonfires or open burning is allowed.
- E. No sporting, competitive or organized athletic games, race or activity are permitted.
- F. No artificial lighting shall be permitted on the Nature Preserve.
- G. No activity, rules, regulations or use inconsistent with the Conservation Purposes shall be permitted.
- H. The Public Body shall keep the Nature Preserve free and accessible to the general public.
- I. The Public Body shall grant access to the Nature Preserve for education and research purposes. The Public Body shall grant access to the Nature Preserve provided that the research is consistent with the Conservation Purposes and does not interfere with safe public use, and does not conflict with the Public Body's ordinances, or policies except to the extent waived by the Public Body or its delegees.
- J. Nature Preserve Endowment Funds will remain dedicated, standalone funds for management of the Nature Preserve. Endowment Fund assets shall not be commingled with the Public Body's general funds and other endowments.
- K. The Public Body shall provide an Asylum Lake Nature Preserve annual report to the Public Body's highest governing body and the Public Body shall make records available to the public subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231 et seq., as amended.
- L. The Conservation Purposes are to be viewed as interdependent, and a balance among them shall be sought in all plans, policies, and actions of the Public Body concerning the Nature Preserve.

4. Exceptions and Rights Reserved by the Public Body. Notwithstanding the restrictions under Section 3, the Public Body, as defined herein, retains and reserves, for itself or any successor in interest, the following rights and/or exceptions, including the use of vehicles, equipment, and/or other items to perform them:

- A. To construct and maintain unpaved pedestrian trails and walkways, unpaved parking lots, and other similar improvements for access to the Nature Preserve, including those which are accessible to individuals with disabilities as defined by the Americans with Disabilities Act.
- B. To construct small maintenance buildings.

C. To construct and maintain accessory improvements such as signs, bridges, culverts, dams, barricades, viewing platforms, railings, gates, and fencing. Signs shall be limited to non-commercial signs of an informative nature relating to educational and recreational activities permitted or prohibited in the Nature Preserve.

D. To construct and install, and to repair, maintain and restore utility services under and for the Nature Preserve, including electricity, telecommunications, gas, water, and storm and sanitary sewer services. All of these activities shall be carried out with care to preserve vegetation and wildlife and to restore disturbed land to its previous state.

E. To cut, trim and remove trees and foliage in accordance with good horticultural practices as may be required to facilitate other permitted activities or as may be reasonably required to remove or eliminate dangerous conditions.

F. To conduct periodic prairie burns.

G. To access the Nature Preserve, including using motor vehicles for maintenance or other appropriate management and operational purposes, and to maintain any structure and improvement, including those currently existing, and those constructed in the future to further the Conservation Purposes; and to restore, remove, repair, and maintain any such structure or improvement if it is destroyed or damaged by storm or other casualty, or otherwise in need of repair or maintenance.

H. To conduct any activity or use in the Nature Preserve that is otherwise restricted or prohibited when an emergency arises, including the abatement of a dangerous condition likely to cause injury to an individual or the Nature Preserve.

I. To employ those habitat, structural, and managerial practices that are required to effectively pursue the Conservation Purposes. Plans developed by the Public Body to improve the water quality of Asylum Lake and Little Asylum Lake shall include, and be included in, existing and planned Kalamazoo-area programs to manage non-point or point source pollution in the West Fork Portage Creek sub-watershed.

5. Binding. This Declaration of Conservation Restrictions is intended to run with the land and shall be binding upon WMU, its present and future boards, or its successors and assigns, and shall constitute a servitude upon the Nature Preserve.

6. Severability. Whenever possible, each provision of this document shall be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this document is held to be invalid, illegal or unenforceable under any applicable law, that ruling or decision shall not invalidate this document or any remaining provision.

7. Termination. The intention to terminate this Declaration must be announced at an open meeting of the County Parks and Recreation Commission. A public hearing on said intention shall occur at a meeting of the County Parks and Recreation Commission, which shall be

scheduled within a reasonable time. The public hearing conducted by the County Parks and Recreation Commission shall be held in compliance with the Michigan Open Meetings Act, 1976 PA 267, MCL 15.261 et seq., as amended. The County Parks and Recreation Commission shall make findings of fact regarding said intention to terminate this Declaration. A vote to support termination shall require a 3/4 vote of the County Parks and Recreation Commission. The approval to terminate by the County Parks and Recreation Commission shall be presented to the Kalamazoo County Board of Commissioners and the WMU Board of Trustees at their next scheduled meetings within Kalamazoo County, at which public comment will be allowed concerning the intent to terminate. Approval to terminate must be jointly approved by the Kalamazoo County Board of Commissioners and the WMU Board of Trustees. Upon the legal transfer of the Nature Preserve to a Public Body, WMU's right of approval shall automatically terminate.

8. Miscellaneous: Amendment. The County Parks and Recreation Commission shall oversee the Public Body in its management of the Asylum Lake Nature Preserve. Any violations of the Conservation Restrictions should be reported to the Public Body's Corporate Counsel and designated representatives, who shall direct the information to the appropriate body or personnel. The provisions of this Declaration may be amended only by written instrument as recommended by the County Parks and Recreation Commission after at least one public hearing and approved jointly by the Kalamazoo County Board of Commissioners and WMU Board of Trustees at their next scheduled meetings within Kalamazoo County, provided that any such amendments shall be limited to those matters as may be reasonably required to further the Conservation Restrictions and/or for related purposes consistent with applicable law or rights of the Public Body. Any such amendment shall be recorded. Upon the legal transfer of the Nature Preserve to a Public Body, WMU's right of approval shall automatically terminate.

9. Privileges and Immunities Preserved. Except for the Restrictions on Use of the Asylum Lake property as set forth herein and any amendments thereto, WMU expressly reserves, for itself or any successors in interest, all of its other rights, defenses, and immunities provided to it by law and contract.

10. Authorization and Approval. The execution of this instrument was approved and authorized by WMU at its Board of Trustees meeting held on the ____ day of _____, 2026. The Board of Trustees Resolution of Approval is attached hereto.

IN WITNESS WHEREOF, WMU has executed this instrument as of the date set forth above.

WITNESSES:

WMU:
THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By: _____

Its: _____
_____, Board of Trustees

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On _____, 2026, before me personally appeared _____, to me personally known, who being by me sworn, said that he is the _____ of the Board of Trustees of Western Michigan University who executed this instrument; that this instrument was signed on behalf of the University by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the University.

Notary Public
Kalamazoo County, State of Michigan
My Commission Expires: _____

Attachments: WMU Board of Trustees Resolution of Approval

Drafted by Dykema Gossett PLLC

PUBLIC ACTS 1976 - NO. 272

[No. 272]

AN ACT to amend sections 1 and 2 of Act. No. 316 of the Public Acts of 1975, entitled "An act to authorize the state administrative board to convey certain property in the county of Kalamazoo; and to authorize the state administrative board to grant an easement for certain property in the county of Kalamazoo."

The People of the State of Michigan enact:

Sections amended; land conveyance.

Section 1. Sections 1 and 2 of Act No. 316 of the Public Acts of 1975, are amended to read as follows:

Conveyance of land to western Michigan university without consideration; description; easement; purposes; fence required; quitclaim deed; approval.

Sec. 1. (1) The state administrative board is authorized to convey to western Michigan university without consideration a certain portion of land now owned by the department of mental health located in section 30, T2S, R11W, city of Kalamazoo, Kalamazoo county, Michigan, described as: The southwest 1/4 section 30, and the west 1/2 of the southeast 1/4 of section 30, and beginning at the west 1/4 corner of section 30; thence north 2°19' west, 372.24 feet along the west line of section 30; thence north 89°50' east, 221.10 feet; thence south 75°40' east, 193.38 feet; thence north 83°35'56" east, 260.91 feet; thence north 61°20' east, 198.00 feet; thence north 47°30' east, 90.00 feet; thence north 71°48'10" east, 300.08 feet; thence north 52°19' east, 149.16 feet; thence north 18°30' east, 67.98 feet; thence south 71°20' east, 330.00 feet; thence south 79°45' east, 396.00 feet; thence south 86°34' east, 198.00 feet; thence north 87°25' east, 393.62 feet to a point on the north-south 1/4 line of section 30; thence south along the north-south 1/4 line to a point that is 450.78 feet north of the center of section 30; thence south 56°00' east to a point on the east-west 1/4 line that is 640.20 feet east of the center of section 30; thence west along the east-west 1/4 line of section 30 to the point of beginning, compromising 274 acres, more or less.

(2) The conveyance authorized by this section shall be subject to the easement authorized by section 2. The conveyance shall provide that western Michigan university may utilize the property solely for public park, recreation, or open space purposes, except that the legislature, by statute, may authorize western Michigan university to utilize the property for some other public purpose. The conveyance shall require western Michigan university to construct and maintain in good repair a fence along the boundary line of the described property where it abuts privately-owned property. The conveyance authorized by this act shall be by quitclaim deed approved by the attorney general.

Granting easement to city of Kalamazoo; purposes; description.

Sec. 2. The state administrative board is authorized to grant to the city of Kalamazoo an easement for street, water, and sewer purposes in the following property located in section 30, T2S, R11W, city of Kalamazoo, Kalamazoo county, Michigan described as: Commencing at a point on the west line of section 30, that is 372.24 feet north of the west 1/4 corner of section 30; thence 89°50' east, 100.07+/- feet to a point 100.0 feet east of and at right angle to the west line of section 30; thence south parallel with and 100.0 feet east of the west line of section 30 to a point 250.0 feet north of the south line of section 30; thence along a curve to the left having a 150.0 foot radius 235.62 +/- feet to a point 100.0 feet north of the south line of section 30 and 250.0 feet east of the west line of section 30; thence easterly parallel with and 100.0 feet north of the south line of section 30 to the east line of the west 1/2 of the southeast 1/4 of section 30; thence southerly along the east line of the west 1/2 of the southeast 1/4 100.0 feet to the south line of section 30; thence westerly along the south line of section 30 to the southwest corner of section 30; thence northerly along the west line of section 30 to the point of beginning.

This act is ordered to take immediate effect.

Approved October 8, 1976.

AMENDED AND RESTATED

DECLARATION OF CONSERVATION RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF CONSERVATION RESTRICTIONS ("Declaration" or "Conservation Restrictions") is made on the ____ day of _____, 2026, by THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134, referred to as "WMU."

RECITALS

A. WMU has legal jurisdiction over certain real property transferred to it by the State of Michigan pursuant to Public Act 316 of the Public Acts of 1975 as amended by Public Act 272 of the Public Acts of 1976 (copy attached), which property is located in Section 30, Town 2 South, Range 11 West, in the City of Kalamazoo, Kalamazoo County, Michigan, and referred to herein as the "Asylum Lake Nature Preserve" or the "Nature Preserve" or "Asylum Lake property."

B. Public Act 316 of the Public Acts of 1975 provided that the Nature Preserve be subject to the restriction that it be used "solely for public park, recreation, or open space purposes, except that the legislature, by statute, may authorize WMU to utilize the property for some other public purpose." WMU has agreed to restrict the use of the Nature Preserve to that of a nature preserve (and not a general active recreation park) in accordance with these Conservation Restrictions.

C. Michigan Compiled Laws 324.2140 et seq. authorizes the execution and recording of Conservation Restrictions as contained herein.

D. In 1998, WMU and the City of Kalamazoo ("City"), as part of the overall plan for developing and locating Western Michigan University's College of Engineering and Paper & Printing Science Research facility in the Business, Technology and Research Park, agreed to the following:

1. Private sources and the City of Kalamazoo will create a \$1.5 million endowment fund for the preservation and conservation of the Asylum Lake Nature Preserve to permanently protect the Nature Preserve, including efforts to reduce and reverse environmental degradation and to develop passive recreational opportunities, and
2. Create protective covenants.

E. It is the intent of WMU that Asylum Lake Nature Preserve be an asset to the greater Kalamazoo community and be utilized as allowed under this Declaration of Conservation Restrictions.

F. In 1998, the Kalamazoo Community Foundation ("Foundation") established the Asylum Lake Preservation Fund toward the goal of permanently protecting the Nature Preserve for passive public recreational use. This fund was established with \$1,300,000 from the Foundation and

\$200,000 from the City and distributions are to include costs for development, operation, and maintenance of the Nature Preserve for passive recreational use.

G. In developing this Declaration, WMU has considered many documents and correspondence, including but not limited to: Public Act 316 of the Public Acts of 1975, as amended by Public Act 272 of the Public Acts of 1976; The City of Kalamazoo Proposal of November 30, 1998 to WMU, entitled "WMU and Kalamazoo: A Partnership"; The February 5, 1999 letter from WMU President Elson S. Floyd to the Mayor of Kalamazoo; The joint WMU/City of Kalamazoo letter of October 27, 1999 to the Kalamazoo Foundation; The December 21, 1999 letter from the Kalamazoo Community Foundation to the City and WMU; and The June 20, 2003 letter from the Kalamazoo City Manager to the WMU Vice President for Business and Finance. These documents, as well as copies of other relevant documents and reports are available at the WMU Archives as File V.P. Finance Area 8/15.

H. WMU established the "Initial Conservation Restrictions" in 2004 in accordance with applicable law and its agreement with the City of Kalamazoo toward the goal of permanently protecting the Asylum Lake property, including efforts to reduce and reverse environmental degradation and to develop passive recreational opportunities. This goal also includes the following interdependent goals, referred to as the "Conservation Purposes":

1. Promote Ecosystem Integrity and Natural Aesthetics: Maintain the Asylum Lake Nature Preserve as green space and wildlife habitat. Policies should be adopted that promote ecosystem integrity and natural aesthetics. Selected landscape features such as woodlands, old fields, wetlands and lake should be protected from further degradation and enhanced through carefully considered restorative action. Objectives include converting land previously used for agriculture to prairie and converting portions of old fields to oak savanna. Special attention should be given to water quality in Asylum Lake and protection of the Asylum Lake watershed.

2. Ensure Passive Recreation: Such activities should not have a detrimental impact on the landscape and should not entail significant infrastructure development. Passive recreational activities are defined as those which create opportunities for a high degree of interaction with the natural environment. Appropriate activities include hiking, wildlife watching, cross-country skiing, and running. Inappropriate activities include competitive sports and mechanized recreational conveyances.

3. Support Research and Education: The Asylum Lake Nature Preserve should support and enhance the academic programs of WMU by providing a site for field studies, research, and community outreach. Such activities should be conducted in a manner that is consistent with and furthers the above-described Conservation Purposes.

I. As part of the Initial Conservation Restrictions, WMU established a Policy and Management Council (the "Council") and Management Framework to effectuate this Declaration, and provided that the Declaration could be amended only by recommendation of the Council and could only be terminated by a $\frac{3}{4}$ vote.

J. In 2019, the initial Conservation Restrictions and the Management Framework were amended to add further detail regarding restrictions with respect to paved roads and boats, and to make adjustments to the operation of the Council.

K. While management of the Nature Preserve has involved the public through the mechanism of the Council, WMU has determined that management of the Nature Preserve is not within the core mission of the University, and that the Conservation Purposes can be better effectuated by Kalamazoo County through the Kalamazoo County Parks Department (the "Parks Department"), which has experience in the management of preserves, a core mission that better aligns with the Conservation Purposes, and established mechanisms for public input.

L. WMU and Kalamazoo County have agreed that ownership of the Nature Preserve should be transferred to Kalamazoo County and managed by the Parks Department, in accordance with the Conservation Purposes, which are hereby reaffirmed, subject to a requisite legislative act by the State of Michigan or transfer of ownership. WMU and Kalamazoo County have further agreed that the Parks Department, subject to the oversight of the Kalamazoo County Parks and Recreation Commission, will manage the Nature Preserve pursuant to an Interlocal Agreement prior to the enactment of such legislation or transfer of ownership.

NOW, THEREFORE, WMU makes this Amended and Restated Declaration of Conservation Restrictions, and declares and covenants that to the extent provided for by applicable law, contractual obligations, and other legal requirements and restrictions, the Asylum Lake Nature Preserve shall be subject to the following restrictions, restrictive covenants and conditions. This instrument is exempt from taxation pursuant to MCLA 207.505(h) and MCLA 207.526(h)(i).

THEREFORE, WMU also declares that it is undertaking no new financial obligations beyond those it has under Public Act 316 (1975, as amended in 1976). Expenditures for the Asylum Lake Nature Preserve shall be limited to the annual earnings of the Asylum Lake Preservation Fund and any additional private donations or grant money. Any budgeted funds that the Public Body, as defined herein, may choose to allocate in pursuit of the Conservation Purposes and related activities are completely at its discretion.

1. Recitals. The recitals are incorporated herein by reference, and are acknowledged to be true and correct and reflect the intent of WMU in declaring these Conservation Restrictions.

2. Definitions. Except as specifically defined in this document, words shall have their ordinary and common meaning and usage.

A. "Accessory improvement" includes without limitations any sign, bridge, culvert, dam, drain, barricade, viewing platform, observation deck and railing, gate, fence, or other improvement considered to further the Conservation Purposes.

B. "Building" means any structure that is permanently attached to the land with at least one floor, regardless if that floor is at, above or below grade level, and a roof.

C. "Motor vehicle or vehicle" includes any modes of transportation included within the definition of motor vehicle or vehicle, without the limitations, under the Motor Vehicle Code, MCL 257.1 et seq., as amended.

D. "Motorized recreational vehicle" includes without limitations any motor vehicle that is designed or capable of being driven on non- public trails, paths or terrain, scooter, go-kart, golf cart and utility cart, or other form of recreational vehicle, regardless of whether that vehicle is titled or registered.

E. "Mechanized recreational conveyance" includes without limitations, any bicycle, scooter, roller blades, roller skates or skateboard, but does not include cross country skis or snowshoes.

F. "Paved roads, paved paths, or paved parking lots" mean those constructed with non-porous materials, including, but not limited to, asphalt and concrete.

G. "Powered recreational toy" includes without limitation any remote controlled, electric, gas or powered vehicle, scooter, boat, airplane, or other toy.

H. "Public Body" means that public body then responsible for managing the Nature Preserve, subject to the oversight of a public Park Advisory Board or Commission (the "Commission").

The definitions herein shall also apply to any implementing documents, protocols, and/or policies.

3. Restrictions on Use. In declaring these Conservation Restrictions, and in addition to any limitation under applicable law, WMU imposes and establishes the following restrictions, subject to and as permitted by applicable law, on the use of the Nature Preserve:

A. No buildings or structures for housing, business, commercial, or industrial development or use; no new buildings or large or visible structures; no telecommunications towers or above-ground transformers or substations shall be placed or erected. Roads, paths and parking lots may be paved as approved by the Public Body or as otherwise required by any federal, state or local law, regulation, ordinance or order, or to protect the health, safety and well-being of the public users of the Nature Preserve.

B. The general topography and natural condition of the Nature Preserve shall be restored, maintained, or improved in furtherance of the Conservation Purposes. No fill, dredging, alteration, modification, or development shall occur on any portion of the Nature Preserve, except as may be permitted or required by the Public Body to undertake actions reserved to the Public Body herein. No use shall be made of the Nature Preserve which may materially alter the natural features of the Nature Preserve inconsistent with the Conservation Purposes.

C. No boat, sail or surfboard, recreational flotation device, motor vehicle, motorized recreational vehicle, mechanized recreational conveyance or mechanically

powered recreational toy is permitted, except that Boats may be used on the Nature Preserve as needed for any research or education activities approved by the Public Body.

- D. No camping, bonfires or open burning is allowed.
- E. No sporting, competitive or organized athletic games, race or activity are permitted.
- F. No artificial lighting shall be permitted on the Nature Preserve.
- G. No activity, rules, regulations or use inconsistent with the Conservation Purposes shall be permitted.
- H. The Public Body shall keep the Nature Preserve free and accessible to the general public.
- I. The Public Body shall grant access to the Nature Preserve for education and research purposes. The Public Body shall grant access to the Nature Preserve provided that the research is consistent with the Conservation Purposes and does not interfere with safe public use, and does not conflict with the Public Body's ordinances, or policies except to the extent waived by the Public Body or its delegees.
- J. Nature Preserve Endowment Funds will remain dedicated, standalone funds for management of the Nature Preserve. Endowment Fund assets shall not be commingled with the Public Body's general funds and other endowments.
- K. The Public Body shall provide an Asylum Lake Nature Preserve annual report to the Public Body's highest governing body and the Public Body shall make records available to the public subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231 et seq., as amended.
- L. The Conservation Purposes are to be viewed as interdependent, and a balance among them shall be sought in all plans, policies, and actions of the Public Body concerning the Nature Preserve.

4. Exceptions and Rights Reserved by the Public Body. Notwithstanding the restrictions under Section 3, the Public Body, as defined herein, retains and reserves, for itself or any successor in interest, the following rights and/or exceptions, including the use of vehicles, equipment, and/or other items to perform them:

- A. To construct and maintain unpaved pedestrian trails and walkways, unpaved parking lots, and other similar improvements for access to the Nature Preserve, including those which are accessible to individuals with disabilities as defined by the Americans with Disabilities Act.
- B. To construct small maintenance buildings.

C. To construct and maintain accessory improvements such as signs, bridges, culverts, dams, barricades, viewing platforms, railings, gates, and fencing. Signs shall be limited to non-commercial signs of an informative nature relating to educational and recreational activities permitted or prohibited in the Nature Preserve.

D. To construct and install, and to repair, maintain and restore utility services under and for the Nature Preserve, including electricity, telecommunications, gas, water, and storm and sanitary sewer services. All of these activities shall be carried out with care to preserve vegetation and wildlife and to restore disturbed land to its previous state.

E. To cut, trim and remove trees and foliage in accordance with good horticultural practices as may be required to facilitate other permitted activities or as may be reasonably required to remove or eliminate dangerous conditions.

F. To conduct periodic prairie burns.

G. To access the Nature Preserve, including using motor vehicles for maintenance or other appropriate management and operational purposes, and to maintain any structure and improvement, including those currently existing, and those constructed in the future to further the Conservation Purposes; and to restore, remove, repair, and maintain any such structure or improvement if it is destroyed or damaged by storm or other casualty, or otherwise in need of repair or maintenance.

H. To conduct any activity or use in the Nature Preserve that is otherwise restricted or prohibited when an emergency arises, including the abatement of a dangerous condition likely to cause injury to an individual or the Nature Preserve.

I. To employ those habitat, structural, and managerial practices that are required to effectively pursue the Conservation Purposes. Plans developed by the Public Body to improve the water quality of Asylum Lake and Little Asylum Lake shall include, and be included in, existing and planned Kalamazoo-area programs to manage non-point or point source pollution in the West Fork Portage Creek sub-watershed.

5. Binding. This Declaration of Conservation Restrictions is intended to run with the land and shall be binding upon WMU, its present and future boards, or its successors and assigns, and shall constitute a servitude upon the Nature Preserve.

6. Severability. Whenever possible, each provision of this document shall be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this document is held to be invalid, illegal or unenforceable under any applicable law, that ruling or decision shall not invalidate this document or any remaining provision.

7. Termination. The intention to terminate this Declaration must be announced at an open meeting of the County Parks and Recreation Commission. A public hearing on said intention shall occur at a meeting of the County Parks and Recreation Commission, which shall be

scheduled within a reasonable time. The public hearing conducted by the County Parks and Recreation Commission shall be held in compliance with the Michigan Open Meetings Act, 1976 PA 267, MCL 15.261 et seq., as amended. The County Parks and Recreation Commission shall make findings of fact regarding said intention to terminate this Declaration. A vote to support termination shall require a 3/4 vote of the County Parks and Recreation Commission. The approval to terminate by the County Parks and Recreation Commission shall be presented to the Kalamazoo County Board of Commissioners and the WMU Board of Trustees at their next scheduled meetings within Kalamazoo County, at which public comment will be allowed concerning the intent to terminate. Approval to terminate must be jointly approved by the Kalamazoo County Board of Commissioners and the WMU Board of Trustees. Upon the legal transfer of the Nature Preserve to a Public Body, WMU's right of approval shall automatically terminate.

8. Miscellaneous: Amendment. The County Parks and Recreation Commission shall oversee the Public Body in its management of the Asylum Lake Nature Preserve. Any violations of the Conservation Restrictions should be reported to the Public Body's Corporate Counsel and designated representatives, who shall direct the information to the appropriate body or personnel. The provisions of this Declaration may be amended only by written instrument as recommended by the County Parks and Recreation Commission after at least one public hearing and approved jointly by the Kalamazoo County Board of Commissioners and WMU Board of Trustees at their next scheduled meetings within Kalamazoo County, provided that any such amendments shall be limited to those matters as may be reasonably required to further the Conservation Restrictions and/or for related purposes consistent with applicable law or rights of the Public Body. Any such amendment shall be recorded. Upon the legal transfer of the Nature Preserve to a Public Body, WMU's right of approval shall automatically terminate.

9. Privileges and Immunities Preserved. Except for the Restrictions on Use of the Asylum Lake property as set forth herein and any amendments thereto, WMU expressly reserves, for itself or any successors in interest, all of its other rights, defenses, and immunities provided to it by law and contract.

10. Authorization and Approval. The execution of this instrument was approved and authorized by WMU at its Board of Trustees meeting held on the ____ day of _____, 2026. The Board of Trustees Resolution of Approval is attached hereto.

IN WITNESS WHEREOF, WMU has executed this instrument as of the date set forth above.

WITNESSES:

WMU:

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By: _____

Its: _____
_____, Board of Trustees

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On _____, 2026, before me personally appeared _____, to me personally known, who being by me sworn, said that he is the _____ of the Board of Trustees of Western Michigan University who executed this instrument; that this instrument was signed on behalf of the University by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the University.

Notary Public
Kalamazoo County, State of Michigan
My Commission Expires: _____

Attachments: WMU Board of Trustees Resolution of Approval

Drafted by Dykema Gossett PLLC

[No. 272]

AN ACT to amend sections 1 and 2 of Act. No. 316 of the Public Acts of 1975, entitled "An act to authorize the state administrative board to convey certain property in the county of Kalamazoo; and to authorize the state administrative board to grant an easement for certain property in the county of Kalamazoo."

The People of the State of Michigan enact:

Sections amended; land conveyance.

Section 1. Sections 1 and 2 of Act No. 316 of the Public Acts of 1975, are amended to read as follows:

Conveyance of land to western Michigan university without consideration; description; easement; purposes; fence required; quitclaim deed; approval.

Sec. 1. (1) The state administrative board is authorized to convey to western Michigan university without consideration a certain portion of land now owned by the department of mental health located in section 30, T2S, R11W, city of Kalamazoo, Kalamazoo county, Michigan, described as: The southwest 1/4 section 30, and the west 1/2 of the southeast 1/4 of section 30, and beginning at the west 1/4 corner of section 30; thence north 2°19' west, 372.24 feet along the west line of section 30; thence north 89°50' east, 221.10 feet; thence south 75°40' east, 193.38 feet; thence north 83°35'56" east, 260.91 feet; thence north 61°20' east, 198.00 feet; thence north 47°30' east, 90.00 feet; thence north 71°48'10" east, 300.08 feet; thence north 52°19' east, 149.16 feet; thence north 18°30' east, 67.98 feet; thence south 71°20' east, 330.00 feet; thence south 79°45' east, 396.00 feet; thence south 86°34' east, 198.00 feet; thence north 87°25' east, 393.62 feet to a point on the north-south 1/4 line of section 30; thence south along the north-south 1/4 line to a point that is 450.78 feet north of the center of section 30; thence south 56°00' east to a point on the east-west 1/4 line that is 640.20 feet east of the center of section 30; thence west along the east-west 1/4 line of section 30 to the point of beginning, compromising 274 acres, more or less.

(2) The conveyance authorized by this section shall be subject to the easement authorized by section 2. The conveyance shall provide that western Michigan university may utilize the property solely for public park, recreation, or open space purposes, except that the legislature, by statute, may authorize western Michigan university to utilize the property for some other public purpose. The conveyance shall require western Michigan university to construct and maintain in good repair a fence along the boundary line of the described property where it abuts privately-owned property. The conveyance authorized by this act shall be by quitclaim deed approved by the attorney general.

Granting easement to city of Kalamazoo; purposes; description.

Sec. 2. The state administrative board is authorized to grant to the city of Kalamazoo an easement for street, water, and sewer purposes in the following property located in section 30, T2S, R11W, city of Kalamazoo, Kalamazoo county, Michigan described as: Commencing at a point on the west line of section 30, that is 372.24 feet north of the west 1/4 corner of section 30; thence 89°50' east, 100.07+/- feet to a point 100.0 feet east of and at right angle to the west line of section 30; thence south parallel with and 100.0 feet east of the west line of section 30 to a point 250.0 feet north of the south line of section 30; thence along a curve to the left having a 150.0 foot radius 235.62 +/- feet to a point 100.0 feet north of the south line of section 30 and 250.0 feet east of the west line of section 30; thence easterly parallel with and 100.0 feet north of the south line of section 30 to the east line of the west 1/2 of the southeast 1/4 of section 30; thence southerly along the east line of the west 1/2 of the southeast 1/4 100.0 feet to the south line of section 30; thence westerly along the south line of section 30 to the southwest corner of section 30; thence northerly along the west line of section 30 to the point of beginning.

This act is ordered to take immediate effect.

Approved October 8, 1976.

**RESOLUTION OF THE
ASYLUM LAKE POLICY& MANAGEMENT COUNCIL**

Resolution 2026- 1

RECITALS

A. Western Michigan University (“WMU”) has legal jurisdiction over certain real property transferred to it by the State of Michigan pursuant to Public Act 316 of the Public Acts of 1975 as amended by Public Act 272 of the Public Acts of 1976, which property is located in Section 30, Town 2 South, Range 11 West, in the City of Kalamazoo, Kalamazoo County, Michigan, and referred to herein as the "Asylum Lake Nature Preserve" or the "Nature Preserve" or "Asylum Lake property."

B. Public Act 316 of the Public Acts of 1975 provided that the Nature Preserve be subject to the restriction that it be used "solely for public park, recreation, or open space purposes, except that the legislature, by statute, may authorize WMU to utilize the property for some other public purpose."

C. On April 16, 2004, the Board of Trustees of WMU adopted a “Declaration of Conservation Restrictions” (the “2004 Declaration”) to restrict the use of the Nature Preserve to that of a nature preserve (and not a general active recreation park).

D. By the 2004 Declaration, WMU established the Asylum Lake Policy and Management Council (the “Council”) and adopted a Management Framework that incorporated the Council in decision making concerning the Nature Preserve. The 2004 Declaration provides that it “may be amended only by written instrument as recommended by the Council after at least one public hearing and approved by the WMU Board of Trustees at its next scheduled meeting within Kalamazoo County, provided that any such amendments shall be limited to those matters as may be reasonably required to further the Conservation Restrictions and/or for related purposes consistent with applicable law or rights of WMU. Any such amendment shall be recorded.”

E. On November 6, 2019, WMU amended the 2004 Declaration (the “2019 Amendment”, and together with the 2004 Declaration, the “Declaration”) and replaced the 2004 Declaration’s Management Framework with a new Management Framework. The 2019 Amendment did not alter the process for amending the Declaration.

F. While management of the Nature Preserve has involved the public through the mechanism of the Council, the Council is informed that WMU has determined that management of the Nature Preserve is not within the core mission of WMU, and that the Conservation Purposes can be better effectuated by Kalamazoo County through the Kalamazoo County Parks Department (the “Parks Department”), which has experience in the management of preserves, a core mission that better aligns with the Conservation purposes, and established mechanisms for public input.

G. The Council is informed that WMU and Kalamazoo County have agreed that ownership of the Nature Preserve should be transferred to Kalamazoo County and managed by the Parks

Department, in accordance with the Conservation Purposes, which are hereby reaffirmed, subject to a requisite legislative act by the State of Michigan or transfer of ownership. The Council is further informed that WMU and Kalamazoo County have also agreed that the Parks Department, subject to the oversight of the Kalamazoo County Parks and Recreation Commission, will manage the Nature Preserve pursuant to an Interlocal Agreement prior to the enactment of such legislation or transfer of ownership.

H. After reviewing various drafts and offering input on the aforementioned changes, the Council has been provided with copies of the attached Interlocal Agreement between WMU and Kalamazoo County (the "Interlocal Agreement") and an Amended and Restated Declaration of Conservation Restrictions (the "Amended and Restated Declaration").

NOW, THEREFORE, the Asylum Lake Policy and Management Council resolves to recommend that the WMU Board of Trustees (1) amend the Declaration by adopting the Amended and Restated Declaration and (2) approve the Interlocal Agreement.

Certification:

I hereby certify that reasonable public notice having been given on 9/28 & 9/30²⁰²⁶, the Asylum Lake Policy and Management Council conducted a public hearing on this matter on October 1, 2026, and that the foregoing resolution was duly adopted at the Council's open meeting of that date by a vote of 14 in favor and 0 opposed..

Cybelle Shattuck 10/1/2026
Secretary Cybelle Shattuck