

ALL THIS



Comes From God

Anyone united with the Messiah gets a fresh start, is created new.
The old life is gone; a new life emerges! Look at it! ALL THIS comes from God!
- 2 Corinthians 5:17-18

THE CHRISTIAN CHURCH IN ILLINOIS & WISCONSIN AND
THE CHRISTIAN CHURCH MICHIGAN REGION

**SPECIAL CALLED
JOINT REGIONAL ASSEMBLY**

OCT 3-4, 2025 TINLEY PARK CONVENTION CENTER, TINLEY PARK, IL

DOCKET

Table of Contents

Business Meeting Agenda	1
Report from the Interim Regional Minister and President, <i>Rev Richard Hamilton</i>	2
Living Waters Region Constitution and Bylaws	4
New Business: Action Items	
Resolution to Approve and Accept Constitution and Bylaws Christian Church Michigan Region	21
Resolution to Approve and Accept Constitution and Bylaws Christian Church in Illinois & Wisconsin	22
Resolution of Change to Regional Boundaries and Merger Christian Church Michigan Region Christian Church in Illinois & Wisconsin	23
Financial Reports	
CCMR 2026 Budget	24
CCIW 2026 Budget	25
Emergency Business for Crystal Conference Ctr: Michigan Region Only	28

ALL THIS Comes from God Joint Regional Assembly

Christian Church in Illinois & Wisconsin and Christian Church Michigan Region

Agenda

9:00 AM Opening Prayers

9:15 AM Roll Call of the Region/ Congregations to Establish Quorum

9:20 AM State of the Region(s) Address

9:45 AM

1 Michigan Region: Approval of the Constitution and Bylaws of the Living Waters Region

2 Illinois and Wisconsin Region: Approval of the Constitution and Bylaws of the Living Waters Region

Pause for Praise

3 Michigan Region: Approval of Joint Motion for Boundaries Change

4 Illinois and Wisconsin Region: Approval of Joint Motion for Boundaries Change

5 Michigan Region: Approval of 2026 Budget

6 Illinois and Wisconsin Region: Approval of 2026 Budget

Pause for Praise

15 minute break

7 Illinois and Wisconsin Region: Call of Settled Regional Minister

8 Michigan Region: Call of Settled Regional Minister (under Covenant Partnership)

9 Michigan Region: Sale of Conservation Easement at Crystal Conference Center

Pause for Praise

11:00 AM

Closing Worship and Communion

Report to the Board and Regional Church Council of the Christian Church in Michigan and Illinois & Wisconsin

As I report on the progress made serving as your Interim Regional Minister, I thought it might be helpful to use the approved “Road Map to Merge” as a guideline for my reflection to the board. For the sake of this report, I will **bold** the Road Map steps and then add comments to report on progress.

October 2024: Pass “Intent to Merge” with express permission to create guiding documents for the new Region to be approved at Joint Regional Assembly: October 3-4, 2025

As previously reported, the Intent to Merge was overwhelmingly approved by both regions.

January 1, 2025: Begin acting as a merged region. All executive committee and board meetings henceforth will be joint meetings. Staff is covering primary care by Area (Northeast, Northwest, Southeast, Southwest) with a goal of visiting every congregation in person by end of year. Committees will strive to meet together as appropriate. Disciple Women is executing a plan.

This is progressing nicely. At the time of this writing I can document in person visits by one of our 4 CARE team members in 40% of our 154 Congregations on a Sunday morning. We are on track to complete our end of year goal. I will have visited every active Michigan Congregation in worship between the Online Assembly of 2024 and the In Person Assembly of 2025.

January to June, 2025: Documents Team creates Constitution and By-Laws of the New entity for submission to Boards and Congregations to ratify at Assembly.

The Documents team has worked diligently and faithfully to create a new proposed structure for the eMerging Region. We are excited to present the documents to this meeting of the Michigan Board and CCIW Regional Church Council.

March/April 2025: Name the Region event and opportunity for both submissions and selection of the new name.

The Name the Region event was conducted with much fun and fanfare (as well as an imaginative April Fool’s Day Prank) and together we selected the name: The Living Waters Region. Logo and Letterhead have been created and we will be promoting our new name at General Assembly and, of course, our called Regional Assembly.

Overarching: Search Committee Receiving applicants by March 2, 2025 with goal of having a candidate for Regional Assembly to Approve.

I am expecting a report for the board docket that the Search Committee has reached a decision on a final candidate to present to the board and is ready to be in negotiation. At the time I wrote this report, it was unknown if we will have a name for the board, or if we will wait a bit longer to protect the interests of our primary candidate.

AT REGIONAL ASSEMBLY

- Approve Guiding Documents
- Pass a motion for boundary change to send to the General Assembly for action in 2026
- Authorize formal merge to commence 1/1/2027
- Call Settled Regional Minister
- Authorize staffing pattern to employ an ARM located in Michigan to start ASAP

We are on track to deliver all of the above.

In addition to working on the merge, I am proud to report that:

- Our financial life is on track and consistent with budget.
- Both camp seasons are showing great promise for another good year.
- Disciples Women are expanding their ministry throughout the Living Waters Region.
- We have launched a new Boundaries Training Curriculum that is being used in many regions.
- Our Education program for Commissioned and Lay Ministry is taking shape.
- We have launched a new Annual Fund Campaign that I sincerely hope all of you will support.
- I have faithfully represented both regions at all meetings of the General Church and the College of Regional Ministers.

In short, we are well on track to achieve what I regularly say about my job: *“My whole job is to help my successor succeed.”*

It is truly an honor to serve as your Interim Regional Minister.

A handwritten signature in black ink, reading "Rev. Richard E. Hamilton". The signature is written in a cursive, flowing style.

Rev. Richard E. (Rick) Hamilton, Interim Regional Minister
June 2025

LIVING WATERS REGION OF THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) CONSTITUTION

PREAMBLE

The Christian Church (Disciples of Christ) in Illinois and Wisconsin, with registered agents in Michigan and operating under the name of Living Waters Region of the Christian Church (Disciples of Christ), a collection of congregations, other affiliated groups, and institutions, affirm that we are part of the universal church of Jesus Christ, the Christian Church (Disciples of Christ) in the United States and Canada (hereafter known as the Christian Church (Disciples of Christ)) and affirm our relationship with the denomination as a covenantal partner.

In response to God's love and calling, we recognize that each generation must shape structures that support faithful mission and ministry. To live faithfully, we embrace God's gift of unity in diversity through the work of antiracism and reconciliation. We strengthen our shared life by empowering all to offer their gifts, discerning priorities, stewarding resources, and addressing injustice and brokenness in ourselves and the world.

ARTICLE 1-NAME

The name of this expression of the church shall be the Christian Church (Disciples of Christ) in Illinois and Wisconsin with foreign corporation status and registered agents in Michigan, d/b/a Living Waters Region of the Christian Church (Disciples of Christ), hereinafter referred to as Living Waters Region or the Region. Living Waters Region is the legal successor of the Christian Church (Disciples of Christ) Michigan Region and the Christian Church (Disciples of Christ) in Illinois and Wisconsin. The Living Waters Region reserves all rights and privileges afforded to the Legacy Regions of the Christian Church (Disciples of Christ) Michigan Region and the Christian Church (Disciples of Christ) in Illinois and Wisconsin.

ARTICLE 2-CORPORATION

The Christian Church (Disciples of Christ) in Illinois and Wisconsin, with registered agents in Michigan, d/b/a Living Waters Region, is a nonprofit corporation and may exercise any and every power that a nonprofit corporation is authorized to exercise according to the laws of the state of Illinois.

ARTICLE 3-PURPOSE

The Living Waters Region affirms the Design of the Christian Church (Disciples of Christ) as an appropriate basis for the purpose and work of the regional church, and reaffirms its commitment to fulfill the purpose of the Region:

- 3.1. To extend the ministry of Christ in mission, witness, and service among the people and societal structures of the Region.
- 3.2. To establish, receive, and nurture congregations in the Region, providing help, counsel, and pastoral care to members, ministers, and relating them to the worldwide mission and witness of the whole Church.
- 3.3. To offer leadership in matters of mutual concern such as standing, credentialing of ministers, ministerial search and call, ordination, commissioning, establishment and dissolution of pastoral relationships.

ARTICLE 4—MEMBERSHIP

- 4.1. The Region shall be composed of the following members:
 - 4.1.1. Congregations in Illinois, Michigan, and Wisconsin that are affiliated with the Region as determined by the Year Book and Directory of the Christian Church (Disciples of Christ) or by some similar method of recognition of the Christian Church (Disciples of Christ).
 - 4.1.2. Commissioned and ordained ministers with standing in the Christian Church (Disciples of Christ) who live and/or work in the Region.
 - 4.1.3. Recognized Institutions and ministries of the Christian Church (Disciples of Christ) located within Illinois, Michigan, and Wisconsin that are accepted by the Regional Board for voting membership, according to the Region's Bylaws.
 - 4.1.4. Crystal Conference Center, located in Frankfort, Michigan, shall be recognized as a ministry of the Region. The deed to the property shall be retained in the name of the Region due to liability and fiduciary reasons. Crystal Conference Center shall operate with autonomy under the leadership of its own Board of Directors. The Board shall be entrusted with the oversight of all operational and programmatic decisions related to the Center. Furthermore, any decisions regarding the use, maintenance, improvement, or disposition of the property must originate from the Crystal Conference Center Board and be communicated to the Region for appropriate action.
 - 4.1.5. Walter Scott Camp & Learning Center, located in Deidrich, IL shall be recognized as a ministry of the Region. The deed to the property shall be retained in the name of the Region due to liability and fiduciary reasons. Walter Scott Camp & Learning Center shall operate with autonomy under the leadership of its own Board of Directors. The Board shall be entrusted with the oversight of all operational and programmatic decisions related to Walter Scott Camp & Learning Center. Furthermore, any decisions regarding the use, maintenance, improvement, or disposition of the property must originate from the Walter Scott Camp & Learning Center Board and be communicated to the Region for appropriate action.
- 4.2. Members in good standing shall be entitled to exercise their voting privilege, ensuring that their voice is heard in the decision-making process.

ARTICLE 5–REGIONAL ASSEMBLY

The Regional Assembly is a biennial gathering of Members that shall be used for the building up of the Church embodied in the Living Waters Region. It gathers for the purpose of worship, spiritual enrichment and inspiration, education, and to conduct business of the Region as directed by the Regional Board.

ARTICLE 6–REGIONAL BOARD

6.1 The Regional Board shall:

6.1.1 Have the power and authority to establish smaller deliberative bodies responsible to the Regional Board.

6.1.2 Authorize the following committees, as set forth in the Region's Bylaws:

6.1.2.1 a Pro-Reconciliation/Anti-Racism Committee

6.1.2.2 a New Church/Ministries Committee

6.1.2.3 a Committee on Ministry

6.1.2.4 a Personnel Committee

6.1.2.5 a Nominating Committee

6.1.2.6 a Strategic Visioning/Planning Committee

6.1.3 Relate to auxiliary groups of the Living Waters Region primarily through the Strategic Visioning/Planning Committee.

6.2 Board Membership

6.2.1 The Executive Committee shall include the following offices, each with responsibilities set forth in the Region's Bylaws:

6.2.1.1 The Moderator

6.2.1.2 The Moderator-Elect

6.2.1.3 The Treasurer

6.2.1.4 The Secretary

6.2.2 Each geographic area, as set forth in the Region's Bylaws, will have one (1) representative recruited and selected by the Nominating Committee.

6.2.3 Racial and Ethnic Ministries may have one (1) representative each based on the presence of active members and ministries affiliated with each Racial and Ethnic Ministry within the Region. These representatives will be recruited and nominated by the Nominating Committee in consultation with the leadership of each Racial and Ethnic Ministry. The Racial and Ethnic Ministries recognized by the Christian Church (Disciples of Christ) are:

6.2.3.1 The National Convocation of the Christian Church

6.2.3.2 North American Pacific/Asian Disciples (NAPAD)

6.2.3.3 La Obra Hispana

- 6.2.4 If the General Assembly of the Christian Church (Disciples of Christ) recognizes additional Racial and Ethnic Ministries, the board shall add voting representatives from those ministries in accordance with the provisions of Article 6.2.3.
- 6.2.5 Disciples Women will have one (1) representative as outlined in the Disciples Women of the Living Waters Region procedural guidelines.
- 6.2.6 Three (3) members-at-large will be recruited and nominated by the Nominating Committee.
- 6.2.7 The Regional Minister and President, Associate Regional Ministers, and Contracted Ministerial Staff shall serve as ex officio members without a vote.

ARTICLE 7-STAFF

- 7.1. The Regional Minister and President, who shall exercise pastoral care and nurture of the congregations and ministers of the Region and provide primary administrative oversight within the Region, will be called using the Executive Search Model of the Christian Church (Disciples of Christ).
- 7.2. Associate Regional Minister(s), who shall share in the spiritual and administrative care of the Region, may be called under the supervision of the Regional Minister and President, working through a search committee and approved by the Regional Board.
- 7.3. Individuals may be employed or contracted to serve in ministerial roles related to programmatic and constituency group ministries and/or administrative roles, under the supervision of Regional Minister and in consultation with the Personnel Committee, to support and advance the work of the Region.

ARTICLE 8-AMENDMENTS

The Constitution may be altered, amended or repealed, and a new Constitution may be adopted by a two-thirds ($\frac{2}{3}$) majority of the voting Members present at any regular or any special Regional Assembly, provided that at least thirty-five (35) days' written notice is given to the Members of the Region. The notice must include the substance of the intended alteration, amendment, or repeal, and/or the terms of the proposed new Constitution. The Constitution will be reviewed every five (5) years.

ARTICLE 9-EFFECTIVE DATE

This constitution becomes effective on January 1, 2027, with prior adoption by the Regional Assembly.

LIVING WATERS REGION OF THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)

Bylaws

ARTICLE 1-PRINCIPLES OF OPERATION

1.1. Inclusive Representation

In electing officers, appointing members to the Regional Board and its committees, calling Regional Staff, and filling other elected or appointed positions, the Region shall seek individuals with appropriate expertise and a willingness to serve. In doing so, the Region shall give intentional consideration to the diversity of its constituents, including but not limited to race and ethnicity, gender identity, sexual orientation, age, clergy and lay status, and geographic location, to ensure broad and inclusive representation reflective of the Region's communities.

1.2. Open Meetings

The Regional Assembly and Regional Board shall comply with the Region's Open Meetings Policy.

1.3. Regional Areas

For purposes of representation, diversity, and staff workload distribution, the Region shall be organized into four geographic areas. Each area shall include a proportionate number of member congregations.

1.3.1. The four (4) defined geographic areas shall be:

1.3.1.1. Northeast Area – Congregations located in Michigan

1.3.1.2. Northwest Area – Congregations located in Wisconsin, northern Illinois (north of I-80), and along the I-57 corridor between Chicago and Champaign

1.3.1.3. Southeast Area – Congregations in Illinois located south of I-80 and east of US-51

1.3.1.4. Southwest Area – Congregations in Illinois located south of I-80 and west of US-51

1.3.2. Staff Assignments

The Regional Minister and President, in consultation with the Executive Committee and relevant staff, may assign one or more areas, or portions thereof, to Associate Regional Ministers or other staff in accordance with job descriptions, regional needs, and staff capacity.

1.3.3. Nominating Considerations

The Nominating Committee shall consider representation from each of the four (4) defined geographic areas, where appropriate and in accordance with the Region's Bylaws, when recruiting and nominating officers and other leadership roles.

1.3.4. Racial and Ethnic Ministries Representation

Member congregations affiliated with Racial and Ethnic Ministries recognized by the Christian Church (Disciples of Christ) shall be considered part of a geographic area for organizational purposes. However, individuals may be nominated to serve on the Regional Board, or other

committees, working groups, or task forces of the Region, specifically as representatives of a Racial and Ethnic Ministry, regardless of their geographic area. In such cases, their constituency representation shall take precedence over regional area affiliation for nomination purposes, as outlined in the Region's Nominations Article.

1.3.5. Area Records

The Region shall maintain an up-to-date list of member congregations within each geographic area.

1.3.6. Authority to Adjust Areas

To ensure equitable representation and workload balance, the Regional Board may redraw, add, or remove geographic areas based on shifts in congregational membership. Adjustments to area boundaries shall not be made for the purpose of altering eligibility or outcomes of Regional Board nominations, and shall be guided by principles of fairness, transparency, and demographic integrity.

ARTICLE 2—REGIONAL ASSEMBLY

All members of the Living Waters Region will be encouraged to participate in the Regional Assembly. The Living Waters Region will meet biennially in even-numbered years, in person, electronically, or both.

2.1. Voting Members

All clergy in good standing and three (3) delegates from each participating congregation, institution, and ministry, as recognized by the Year Book and Directory of the Christian Church (Disciples of Christ), or by some similar method of recognition, shall be eligible to vote on business items of the Regional Assembly.

2.2. The Regional Assembly shall:

2.2.1. Elect the Officers of the Region, and members-at-large for the Regional Board.

2.2.2. Call the Regional Minister and President upon the recommendation of the Regional Board.

2.2.3. Conduct other business as deemed necessary by the Regional Board.

2.3. Notification

2.3.1. The time, place, and format of the biennial Regional Assembly will be announced at the preceding Regional Assembly.

2.3.2. A special Regional Assembly may be called by the Regional Board and notification shall be given to each congregation by mail, email, or other electronic transmission, and by placing the notification on the Region's website at least thirty-five (35) days before the date of the meeting.

2.4. Quorum

2.4.1. A Quorum shall consist of those present and registered as voting members for the assembly at each business session.

2.4.2. A vote will carry with a simple majority of those present and voting unless otherwise stated in the Region's Constitution and/or Bylaws.

2.5. Business Items

2.5.1. Business items shall be determined by the Regional Board.

2.5.2. Any recognized congregation or constituency group of the Region, any unit or region of the Christian Church (Disciples of Christ), any recognized Christian body, or the Executive Committee may submit a business item for consideration by the Regional Assembly by transmitting it to the Office of the Regional Minister and President for consideration by the Regional Board at least sixty (60) days in advance of the Regional Assembly.

2.5.3. Items of business which require discussion and/or action of the Assembly shall be circulated to the congregations by email, mail, or other electronic transmissions and placement on the Region's website, at least thirty-five (35) days before the date of the meeting.

2.5.4. Any item of business may be considered an emergency if its content is of such nature that it could not have been regularly filed sixty (60) days prior to the Regional Assembly. Such items of business may be filed when submitted by ten (10) or more voting delegates from not less than five (5) member congregations to the Moderator-Elect of the Region who, with the advice and consent of the Officers of the Region, shall make appropriate recommendations to the Regional Assembly as to their disposition.

2.5.5. Business of the Regional Assembly will be conducted in accordance with the policies and procedures of the region as documented and approved by the Regional Board.

ARTICLE 3—REGIONAL BOARD

The Regional Board shall conduct business, provide management and oversight, and have all necessary powers to do everything that nonprofit corporations can do under the laws of the State of Illinois on behalf of the Region. The Regional Board may create and disband groups to carry out the Region's ministries and business, as needed. These committees, commissions, and task groups shall be responsible to and work under the direction of the Regional Board, and shall report to the Board as directed.

3.1. Meetings and Conduct of Business

3.1.1. The Regional Board shall meet twice (2) per year.

3.1.1.1. The time, place, and format of regular meetings shall be determined and announced no later than one (1) year in advance.

3.1.2. The Moderator, or upon written request of ten (10) members of the Regional Board, may call a special meeting of the Regional Board.

3.1.2.1. The Regional Board shall receive written notification of the time, place, and format of a special meeting no later than fifteen (15) days prior to the meeting.

3.1.3. Decisions of the Regional Board shall be made through discernment and consensus-building.

3.1.3.1. If consensus is not possible after a good-faith effort, decisions may be made by a simple majority of those present and voting, unless otherwise noted in the Region's Constitution and/or Bylaws.

- 3.1.4. A quorum of the Regional Board will be three-fifths ($\frac{3}{5}$) of current members.
- 3.1.5. The Executive Committee of the Regional Board shall meet four (4) times per year between regularly scheduled meetings of the Regional Board.
 - 3.1.5.1. The time, place, and format of regular meetings of the Executive Committee shall be determined and announced no later than one (1) year in advance.
 - 3.1.5.2. Emergency meetings of the executive committee can be called by the moderator or two of the remaining officers.
 - 3.1.5.3. All actions shall be entered into the minutes of the next meeting of the regional board.

3.2. Responsibilities of the Regional Board

The Regional Board, on behalf of the Region and according to the Region's Constitution and/or Bylaws, shall:

- 3.2.1. Establish policies and procedures whereby the Region may engage in planning its total program of work and witness.
- 3.2.2. Direct and authorize the Executive Committee and the Strategic Visioning/Planning Committee to implement such policies and procedures.
- 3.2.3. Adopt, amend, and repeal the Region's Bylaws consistent with the Region's Constitution.
- 3.2.4. Amend or restate the Region's Articles of Incorporation.
- 3.2.5. Adopt and implement an annual budget for the Region based on the recommendation of the Executive Committee
- 3.2.6. Recommend the calling of the Regional Minister and President to the Regional Assembly.
- 3.2.7. Call Associate Regional Ministers after recommendation from the Executive Committee.
- 3.2.8. Call an Interim Regional Minister.
- 3.2.9. Dismiss the Regional Minister and President, Interim Regional Minister, or Associate Regional Minister(s) in compliance with the policies set forth in the Region's Personnel Handbook and upon a two-thirds ($\frac{2}{3}$) majority vote.
- 3.2.10. Authorize the signing or co-signing as of any mortgages or notes upon a two-thirds ($\frac{2}{3}$) majority vote.
- 3.2.11. Call special meetings of the Regional Assembly.
- 3.2.12. Fill vacancies for the remainder of any unexpired terms arising due to ineligibility or incapacity of any Officer of the Region.
- 3.2.13. Have the authority to take the actions reserved for the Regional Board and not to be exercised by the Executive Committee as set forth in the Region's Constitution and/or Bylaws.
- 3.2.14. Adopt a plan of merger or consolidation with another corporation or entity upon a two-thirds ($\frac{2}{3}$) majority vote.
- 3.2.15. Authorize the sale, lease, exchange, or mortgage of all or substantially all of the properties and assets of the Region upon a two-thirds ($\frac{2}{3}$) majority vote, unless otherwise stipulated in the Region's Constitution and/or Bylaws.
- 3.2.16. Authorize the voluntary dissolution of the corporation or revoke proceedings therefore upon a two-thirds ($\frac{2}{3}$) majority vote.

- 3.2.17. Adopt and carry out a plan for the distribution of assets of the Region as appropriate or otherwise set forth in the Region's Constitution and/or Bylaws.
- 3.2.18. Amend, alter, or repeal any resolution of the Regional Board which by its terms provides that it shall not be amended, altered, or repealed by the Executive Committee.

3.3. Quorum

- 3.3.1. A quorum for the Regional Board will be three-fifths (3/5) of the current elected and appointed members.
- 3.3.2. A vote will carry with a simple majority of those present and voting unless otherwise stated in the Region's Constitution and/or Bylaws.

ARTICLE 4—STRATEGIC VISIONING/PLANNING COMMITTEE

Guided by a commitment to an antiracist, pro-reconciling vision of the Church and to foster an inclusive leadership that reflects identities, experiences, and perspectives of the Living Waters Region, the Strategic Visioning/Planning Committee shall actively and intentionally recruit members from across the Region to ensure the committee's composition is representative of its racial, generational, gender, and sexual orientation diversity.

- 4.1. The Strategic Vision/Planning Committee may include representatives from the following groups:
 - 4.1.1. Regional Committees, including:
 - 4.1.1.1. Pro-Reconciliation/Anti-Racism Committee
 - 4.1.1.2. Transformation Committee
 - 4.1.1.3. Committee on Ministry
 - 4.1.1.4. Personnel Committee
 - 4.1.2. Other Regional Bodies, including:
 - 4.1.2.1. Disciples Women's Leadership Team
 - 4.1.2.2. Crystal Camp & Conference Center's Board of Directors
 - 4.1.2.3. Walter Scott Camp & Learning Center's Board of Directors
 - 4.1.2.4. Each constituency group as defined by the Region's Bylaws
 - 4.1.3. Racial and Ethnic Ministries, when there are active members and/or ministries within the Region:
 - 4.1.3.1. National Convocation of the Christian Church
 - 4.1.3.2. North American Pacific/Asian Disciples (NAPAD)
 - 4.1.3.3. La Obra Hispana
 - 4.1.4. Any other identified groups or individuals as invited by the Regional Board

- 4.2. Staff Responsibilities and Participation in the Strategic Vision/Planning Committee
 - 4.2.1. The Regional Minister and President will serve as convener, facilitator and a member of the Strategic Vision/Planning Committee, without a vote.
 - 4.2.2. Contract staff whose ministry relates to a specific committee or group may serve as that group's representative, with vote. However, if the group identifies another representative, the staff person may attend as a non-voting participant.
 - 4.2.3. Associate Regional Ministers may attend meetings of the Strategic Visioning/Planning Committee as non-voting participants.

4.3. Function

- 4.3.1. The Strategic Visioning/Planning Committee will:
 - 4.3.1.1. Assist in developing long-term goals and short-term actionable objectives for the Region.
 - 4.3.1.2. Identify guiding principles to support discernment and decision-making processes.
 - 4.3.1.3. Name core values to inform the Region's policies, priorities, and ministry goals.
 - 4.3.1.4. Create strategic roadmaps for achieving the Region's goals, including recommendations for resource allocation, key initiatives, and timelines.
 - 4.3.1.5. Serve as an incubator for the planning and development of strategies and programs that support shared ministry across the Region.
 - 4.3.1.6. Evaluate existing programs and recommend adjustments to ensure ministries remain inclusive, creative, and relevant, with a clear focus on the mission and purpose of Living Waters Region.
 - 4.3.1.7. Maintain an 18-month rolling calendar of regional events.
- 4.3.2. Meetings
 - 4.3.2.1. The Strategic Visioning/Planning Committee will meet four (4) times per year.
 - 4.3.2.1.1. These meetings may be in person, electronically, or both.
 - 4.3.2.1.2. Minutes, action reports, and recommendations shall be submitted in writing to the Executive Committee within seven days (7) of each meeting and presented at the next meeting of the Regional Board.
 - 4.3.2.2. The Executive Committee may invite representatives from the Strategic Visioning/Planning Committee to attend its meetings or those of the Regional Board to present on specific areas of the Board's work and to support communication.

ARTICLE 5—OFFICERS OF THE REGION

- 5.1. The Officers of the Region shall be:
 - 5.1.1. The Moderator
 - 5.1.1.1. Shall preside over all business sessions of the Regional Assembly, the Regional Board, and the Executive Committee of the Regional Board.

- 5.1.1.2. Shall appoint, in consultation with the Regional Minister and Present, committees, and committee chairs according to the Region's Bylaws.
 - 5.1.1.3. May be authorized by the Regional Board or the Executive Committee to be legal representative and/or signatory as outlined in Article VIII of the Region's Bylaws.
 - 5.1.1.4. Shall confer regularly with the Regional Minister and President.
 - 5.1.1.5. May serve as an ex-officio member, without vote, of all committees operating within the Regional Board.
 - 5.1.1.6. Shall call meetings of the Regional Board and provide members with notice and a preliminary agenda in advance of each meeting.
 - 5.1.1.7. Shall help the Moderator-Elect assume the Moderator's position.
 - 5.1.1.8. Shall represent the Region at sessions of the Regional Ministers and Moderators of the Christian Church (Disciples of Christ) or its successor groups.
 - 5.1.1.9. Shall appoint a Regional Minister Search Committee in consultation with the General Minister and President and the Office of Search and Call of the Christian Church (Disciples of Christ).
- 5.1.2. The Moderator-Elect
- 5.1.2.1. Shall preside over all business sessions of the Regional Assembly, the Regional Board, or the Executive Committee in the absence or at the request of the Moderator.
 - 5.1.2.2. Shall assist the Moderator in conducting the business session of the Regional Assembly, the Regional Board, and the Executive Committee of the Regional Board.
 - 5.1.2.3. Shall receive and implement the handling of emergency resolutions in accordance with Article 2.5.4 of the Region's Bylaws during the business sessions of the Regional Assembly.
 - 5.1.2.4. Shall, under normal circumstances, become the next Moderator.
- 5.1.3. The Treasurer
- 5.1.3.1. Shall work closely with the Regional Minister and President on reporting the financial status of the Region.
 - 5.1.3.2. Shall lead the Executive Committee in the preparation of the budget.
 - 5.1.3.3. Shall oversee the preparation and distribution of a financial statement for the Regional Assembly when it is in regular session.
 - 5.1.3.4. Shall prepare a report, if requested by the Moderator, for any special or called meeting of the Regional Assembly.
 - 5.1.3.5. Shall guide the Region in thoughtful reflection on the implications of decisions related to the use of available resources, fostering an ongoing culture of faithful and responsible stewardship.
 - 5.1.3.6. Shall perform all other functions of the office as may be required by law.
- 5.1.4. The Secretary
- 5.1.4.1. Shall have the authority to certify that the Bylaws, resolutions adopted by the membership, the Regional Board, and its committees, as well as other official corporate documents, are true and accurate copies.

- 5.1.4.2. Shall be one of the authorized signatories for legal documents to be executed on behalf of the Region.
- 5.1.4.3. Shall serve as a member of at least one standing committee or other committee as determined by the Regional Board.
- 5.1.4.4. Shall perform all other functions of the office as may be required by law.

5.2. Nominations and Terms of Office

- 5.2.1. The officers will serve two (2) year terms beginning at the conclusion of the Regional Assembly in which they were elected through the end of the next Regional Assembly.
 - 5.2.1.1. Officers may be elected to no more than two (2) consecutive terms of office, unless otherwise noted in the Region’s Constitution and/or Bylaws..
- 5.2.2. Officers shall be nominated by the Region’s Nominating Committee and elected by the Regional Assembly, unless otherwise noted in the Region’s Constitution and/or Bylaws.

ARTICLE 6–STAFF

6.1. Employment Practices

The Region provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

6.2. Employment Processes

6.2.1. Regional Minister and President (settled)

- 6.2.1.1. The Regional Minister and President (RMP) shall be called using the Executive Search Model.
- 6.2.1.2. The RMP Search Committee shall forward the candidate to the Regional Board for vote.
- 6.2.1.3. Upon approval of the Regional Board, the Regional Assembly will vote to call the RMP.
- 6.2.1.4. The vote for a RMP may be held at a scheduled Regional Assembly, or a called Regional Assembly (following the guidelines in the Constitution.)
- 6.2.1.5. A two-thirds majority of the eligible voters present and voting at the assembly shall constitute an affirmation of a call.

6.2.2. Regional Minister and President (interim)

- 6.2.2.1. An Interim Regional Minister and President (IRMP) shall be called in cooperation with the Office of the General Minister and President of the Christian Church (Disciples of Christ).
- 6.2.2.2. The IRMP shall be called by a two-thirds vote of the Regional Board.

- 6.2.2.3. The IRMP contract shall be in accordance with the personnel manual of the Region at the time of the call.
- 6.2.3. Associate Regional Minister
 - 6.2.3.1. An Associate Regional Minister may be called in accordance with the procedures described in the Personnel Manual of the Region at the time of the call.
- 6.2.4. Other Staff
 - 6.2.4.1. Other staff may be hired or contracted in accordance with the procedures described in the Personnel Manual of the Region.

ARTICLE 7–COMMITTEES

7.1. Executive Committee

- 7.1.1. The Executive Committee of the Region shall consist of the individuals serving in the following positions:
 - 7.1.1.1. Regional Minister and President as an ex-officio, non-voting member
 - 7.1.1.2. Moderator
 - 7.1.1.3. Moderator-Elect
 - 7.1.1.4. Secretary
 - 7.1.1.5. Treasurer
- 7.1.2. No member of the Executive Committee shall serve more than three (3) consecutive terms.
- 7.1.3. The Executive Committee shall:
 - 7.1.3.1. Exercise the authority granted to it by the Regional Board in relation to the management and operation of the affairs of the Region between meetings of the Regional Board.
 - 7.1.3.2. Report to the Regional Board.
 - 7.1.3.3. Recommend a biennial budget to the Regional Board.
 - 7.1.3.4. Be responsible for the oversight of the day-to-day operations of the Region.
 - 7.1.3.5. Have the authority to authorize financial transactions pertaining to investments, designated funds, and operating funds based within the confines of the approved budget.
 - 7.1.3.6. Recommend to the Regional Board the calling or dismissal of Associate Regional Minister(s).
- 7.1.4. The Executive Committee shall not exercise the powers reserved to the Regional Board in Article VI. Section C of the Region’s Bylaws.
- 7.1.5. The delegation of authority to the Executive Committee shall not operate to relieve the Regional Board, or any individual officer or member of the Regional Board, of any responsibility imposed upon it or them under the law.

7.2. Nominating Committee

The Living Waters Region is committed to an antiracist, pro-reconciling vision of the church and to fostering an inclusive and diverse leadership structure that reflects the identities, experiences, and perspectives of members of the Living Waters Region. The Nominating Committee will actively and

intentionally call leaders who ensure the composition of the board is representative of our diverse racial, age, gender, and sexual orientation backgrounds. The commitment to balanced representation will guide our recruitment, nomination, and appointment processes as we work to reflect the broader community.

At the beginning of each nominating cycle, the Region will notify the membership that candidates for the Regional Board are being sought. Nominees will be submitted to the Nominating Committee, which will have final authority to draft and present a slate of candidates to the Regional Assembly.

- 7.2.1. The Nominating Committee shall consist of a convener/facilitator and seven (7) members who are not currently serving on the Regional Board.
 - 7.2.1.1. Members will be appointed by the Regional Moderator in consultation with the Regional Minister and President and approved by the Executive Committee.
 - 7.2.1.2. One member will be selected from each geographic area of the Region, and one member will be selected from each Racial and Ethnic Ministry with members and/or active ministries in the Region, as outlined in Article 6.2 of the Region's Constitution.
 - 7.2.1.3. If a constituency group does not have members or active ministries within the Region at the time the Nominating Committee is formed, members-at-large may be appointed. In such cases, intentional consideration shall be given to ensuring diversity of race, ethnicity, gender, age, and other expressions of identity so that the committee reflects the rich diversity of the Region.
- 7.2.2. The Nominating Committee will recruit and nominate a slate of the following officers of the Region: Moderator, Moderator-Elect, Secretary, and Treasurer and all members of the General Board.
 - 7.2.2.1. The Moderator of the Living Waters Region will be selected by the Nominating Committee of the Region and elected by the Regional Assembly of the Region. The Moderator will be selected from one of the four geographic areas of the Region and shall not reside in the same area as the Moderator-Elect. Nominees for Moderator cannot come from the same area as the current Moderator.
 - 7.2.2.2. The Moderator-Elect of Living Waters Region will be selected by the Nominating Committee of the Region and elected by the Regional Assembly of the Region. The Moderator-Elect will be selected from one of the four geographic areas of the Region and shall not reside in the same area as the Moderator. The nominee for Moderator-Elect cannot come from the same area as the current Moderator-Elect.
- 7.2.3. The Nominating Committee will recruit members for the Regional Board as outlined in the Constitution. At least two-thirds of the voting representatives to the Regional Board will be called from the laity, and no more than one-third (5) of the representatives to the Regional Board will be ordained or commissioned ministers.
- 7.2.4. Qualifications for members of the Regional Board shall include the following:
 - 7.2.4.1. Members should live lives that reflect spiritual maturity and active faith.
 - 7.2.4.2. Members should have a commitment to the vision and mission of the Living Waters Region

- 7.2.4.3. Members should have demonstrated leadership qualities including effective communication skills, organizational skills, and conflict resolution.
- 7.2.4.4. Members should be committed to justice, inclusion, and diversity, working collaboratively with diverse populations.
- 7.2.4.5. Members should have an understanding, or willingness to learn, church governance and administration, including an understanding of polity.
- 7.2.4.6. Members should have financial acumen and a commitment to stewardship.
- 7.2.4.7. Members should be prepared to attend and actively participate in meetings.
- 7.2.4.8. The Moderator should have knowledge of, or willingness to learn, the polity of the Christian Church (Disciples of Christ) and Living Waters Region. The Moderator should have skills that ensure the Board functions efficiently and effectively, including strong leadership skills, communication skills, organizational skills, and strong relational skills.
- 7.2.4.9. The Moderator- Elect should be flexible and have the ability to understand the church's goals, and view the vision of the church holistically.
- 7.2.4.10. The Treasurer should have a background in finance, accounting, and/or stewardship.
- 7.2.5. Regional Assembly Committee
 - The Regional Board shall have a Regional Assembly Committee that shall function according to its charter. This Committee shall be appointed no later than 18 months prior to the upcoming Regional Assembly.
- 7.2.6. Standing Committees
 - 7.2.6.1. Pro-Reconciliation/Anti-Racism Committee
 - The Regional Board shall have a Pro-Reconciliation/ Anti-Racism Committee composed of eight (8) members, including two (2) racially diverse co-chairs. The membership of the Pro-Reconciliation/Anti-Racism Committee will comprise no less than fifty percent (50%) persons of color. The Pro-Reconciliation/Anti-Racism Committee shall function according to its charter.
 - 7.2.6.2. Committee on Ministry
 - The Regional Board shall have a Committee on Ministry composed of eleven (11) members, including a chair. The Committee on Ministry shall function according to its charter. The Committee on Ministry shall form a subcommittee, the Committee on Ministerial Ethics, that shall function according to its charter.
 - 7.2.6.3. New Church/Ministries
 - The Regional Board shall have a New Church/Ministries composed of eleven (11) members, including a chair. The New Church/Ministries shall function according to its charter.
 - 7.2.6.4. Personnel Committee
 - The Regional Board shall have a Personnel Committee composed of six (6) members, including a chair. The Personnel Committee shall function according to its charter.
- 7.2.7. Ad Hoc Committees
 - The Region shall have the right to establish committees and task groups necessary for the planning and implementation of the ministries of the Region. The Chairs of these committees shall serve as members of the Strategic Visioning/ Planning Committee for the duration of the

committee. A complete list of ad hoc committees and/or groups, and their members, shall be maintained by the Regional Board. Each ad hoc committee, and/or group will function as tasked by the Regional Board or in accordance to its charter.

ARTICLE 8—CONTRACTS, CHECKS, DEPOSITS, FUNDS, AND GIFTS

9.1. Contracts

The Regional Board may itself approve, or may authorize the Executive Committee to approve, the execution and delivery of any contract by the Region. Any authority granted to the Executive Committee regarding contract approval and execution may be general or confined to specific instances. Once the execution of a contract by the Region has been approved by the Regional Board, or by the Executive Committee upon authorization having been given to the Executive Committee by the Regional Board, the Regional Minister and President or any officer or officers of the Region shall execute and deliver such contracts in the name of and on behalf of the Region. Contracts executed by officers of the Region must have two authorizing signatures.

9.1.1. Checks, Drafts, Etc

All checks, drafts or orders for the payment of money shall be signed by such officer or officers of the Region, and in such manner as shall from time to time be determined by resolution of the Regional Board. Any signing or co-signing of any note, mortgage or similar evidence of indebtedness by the Region must be specifically authorized by the Regional Board which shall then designate the specific officer or officers or agents to sign such documents on behalf of the Region.

9.2. Deposits

All funds of the Region shall be deposited in a timely manner to the credit of the Region in such banks, trust companies, or financial services companies or other depositories as the Regional Board may select from time to time.

9.3. Gifts

The Regional Board may accept or reject on behalf of the Region any contribution, gift, bequest or devise for the general purposes, or for any designated specific purpose, of the Region.

ARTICLE 9–BOOKS AND RECORDS

The Region shall keep correct and complete books and records of account and shall also keep minutes of proceedings of the Regional Assembly, Regional Board, Executive Committee, Strategic Visioning/Planning Committee, standing committees and other committees authorized from time to time by the Regional Board.

Such books, records and minutes shall be kept at the registered office of the Region. The Region shall also keep at the registered office of the Region a record of the names and addresses of all members of the Region entitled to vote. The books and records of the Region may be inspected by any member of the Region entitled to vote for any proper purpose at any reasonable time.

ARTICLE 10–FISCAL YEAR

The fiscal year of the Region shall begin on the first day of January and end on the last day of December in each year.

ARTICLE 11–CORPORATE ADDRESS

The registered office and the place of business of the Region shall be located at 401 W. Jefferson Street, Bloomington, Illinois 61701, or at such other place as may be hereafter designated by the Regional Board. Upon a change of registered office, notice shall be filed with the Secretary of State of Illinois.

ARTICLE 12–AMENDMENTS

These Bylaws may be altered, amended, or repealed, or new bylaws may be adopted by a two-thirds ($\frac{2}{3}$) majority of the voting members of the Regional Board present at any regular meeting or specially called meeting, provided that at least thirty-five (35) days written notice has been given to the voting members of the proposed alteration, amendment, or repeal of these Bylaws or the proposed new bylaws. These Bylaws shall be reviewed every five (5) years.

Adopted by the Regional Assembly on 4 October 2025.

RESOLUTION

Adoption of the Constitution and By-Laws of the Living Waters Region *of the* Christian Church (Disciples of Christ)

Whereas, the Regional Assembly of the Christian Church in Michigan overwhelmingly approved the *Intent to Merge* with the Christian Church in Illinois and Wisconsin on **October 18, 2024**;

And Whereas, the Documents Negotiating Team has worked faithfully and diligently to envision and create a structure for the merged Region;

And Whereas, the Official Board of the Christian Church in Michigan approved these documents on **June 28, 2025**;

Be it therefore Resolved, that at the meeting of the **Regional Assembly of the Christian Church in Michigan**, held on **October 4, 2025**, in **Tinley Park, Illinois**, the Assembly adopts the **Constitution and Bylaws** for *the Living Waters Region of the Christian Church (Disciples of Christ)*, to be effective **January 1, 2027**, at **1:01 a.m. Eastern Standard Time**.

Be it further Resolved, that by this adoption, the **Christian Church in Michigan** officially **ratifies the plan to fully merge** with the **Christian Church in Illinois and Wisconsin**, and shall henceforth be known as the **Living Waters Region of the Christian Church (Disciples of Christ)**

Motion presented by: The Official Board of the Christian Church in Michigan

RESOLUTION

Adoption of the Constitution and By-Laws of the Living Waters Region *of the* Christian Church (Disciples of Christ)

Whereas, the Regional Assembly of the Christian Church in Illinois and Wisconsin overwhelmingly approved the *Intent to Merge* with the Christian Church in Michigan on October 18, 2024;

And Whereas, the Documents Negotiating Team has worked faithfully and diligently to envision and create a structure for the merged Region;

And Whereas, the Regional Church Council of the Christian Church in Illinois and Wisconsin approved these documents on June 28, 2025;

Be it therefore Resolved, that at the meeting of the Regional Assembly of the Christian Church in Illinois and Wisconsin, held on October 4, 2025, in Tinley Park, Illinois, the Assembly adopts the **Constitution and Bylaws** for the *Living Waters Region of the Christian Church (Disciples of Christ)*, to be effective **January 1, 2027, at 12:01 a.m. Central Standard Time**.

Be it further Resolved, that by this adoption, the Christian Church in Illinois and Wisconsin officially **ratifies the plan to fully merge** with the Christian Church in Michigan, and shall henceforth be known as the **Living Waters Region of the Christian Church (Disciples of Christ)**.

A Motion from the Regional Church Council of the Christian Church in Illinois and Wisconsin

RESOLUTION

Change of Regional Boundaries and Merger

Whereas, the Regions of the Christian Church in Michigan and the Christian Church in Illinois and Wisconsin entered into a **Covenant Partnership Agreement** in 2021;

And Whereas, In a review of the Partnership agreement in 2023, both regions determined that it was in their **best interest to merge**;

And Whereas, on October 18, 2024, meeting in **Joint Regional Assembly**, both the Christian Church in Michigan and the Christian Church in Illinois and Wisconsin voted overwhelmingly to approve a **Motion of Intent to Merge**;

And Whereas, in seeking a name for the newly formed Region a name it was recognized that **there is importance to the Regions of the Great Lakes, the Mississippi River, and the Ohio River** and many other bodies of water,

And Whereas, Jesus speaks of **Living Water** in the Gospel of John;

And Whereas, on October 4, 2025, meeting in **Joint Regional Assembly** in Tinley Park, Illinois, both the Christian Church in Michigan and the Christian Church in Illinois and Wisconsin voted (again overwhelmingly) to accept the **Constitution and Bylaws of the Living Waters Region of the Christian Church**, thereby merging the two Regions;

Therefore, be it Resolved, that the **territories and boundaries** of the Christian Church in Michigan and the Christian Church in Illinois and Wisconsin be merged into **one Region**, to be known as the **Living Waters Region of the Christian Church (Disciples of Christ)**, effective **January 1, 2027**.

Christian Church (Disciples of Christ) - Michigan Region															
Regional Church															
Budget 2026															
Fund 0000															
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Income															
160-6001-0000		Disciples Mission Fund	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	27,600
160-6003-0000		Pentecost					400	200							600
160-6005-0000		Christmas	1,500	500										4,000	6,000
160-6018-0000		DMF via CCF Endowments			400			2,100			600			2,100	5,200
160-6007-0000		Designated Operating	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	20,400
160-6019-0000		Distribution from Michigan Endowment			4,000										4,000
160-6100-0000		Distribution from non-owned endowments				12,400		700							13,100
160-6710-0000		Clergy Emergency Contributions	50	50	50	50	50	50	50	50	50	50	50	50	600
160-6801-0000		Joint Investment Trust Income	-	-	120	-	-	120	-	-	120	-	-	120	480
160-6999-0000		Miscellaneous Income	25			25			25			25			100
		Total Income	5,575	4,550	8,570	16,475	4,450	7,170	4,075	4,050	4,770	4,075	4,050	10,270	78,080
Expenses															
Salaries & Benefits															
160-7000-0000		Regional Minister Salary													-
160-7001-0000		Office Manager & Custodial Services Salary													-
160-7703-0000		Regional Services Expense	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000
160-7705-0000		Regional Associates Stipend	1,000	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	1,500	15,000
160-XXXX-0000		Clergy Care Consultant	150	150	200	150	150	200	150	150	150	200	150	200	2,000
160-7003-0000		Payroll Taxes													-
160-7006-0000		Workers Compensation Insurance													-
		Total	5,150	5,150	5,200	5,150	5,150	5,200	5,650	5,650	5,650	5,700	5,650	5,700	65,000
Travel															
160-XXXX-0000		Regional Associates Travel	200	200	200	200	200	200	200	200	200	200	200	200	2,400
		Total	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Facilities															
160-7210-0000		Utilities													-
		Rent													-
160-7270-0000		RO Building & Liability Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400
		Total	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Office Expenses															
160-7352-0000		Postage & Shipping	90	90	90	90	90	90	90	90	90	90	90	90	1,080
160-7406-0000		Software License/Maintenance/Support											1,380		1,380
160-7407-0000		Website Development and Maintenance		100	100	100									300
160-7501-0000		Office Supplies	150	150	150	150	150	150	150	150	150	150	150	150	1,800
160-7503-0000		Copier Maintenance & Supplies		150			150			150			150		600
160-7507-0000		Yearbook Assessment										500			500
160-7509-0000		Online Credit Card Fees	100	100	100	100	100	100	100	100	100	100	100	100	1,200
160-7595-0000		College of Regional Ministers Dues	675												675
160-7301-0000		Telephone, Internet, Conference Calls	100	100	100	100	100	100	100	100	100	100	100	100	1,200
		Total	1,115	690	540	540	590	440	440	590	440	940	1,970	440	8,735
Board & Committee Expenses															
160-7601-0000		Board/Committee Expenses													
160-7603-0000		Stewardship & Finance Commission													
		Total													
Professional Services															
160-7701-0000		Accounting Services	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	12,600
		Total	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	12,600
Program Support															
160-8800-0000		Preaching Camp Expense													
160-8200-0000		Clergy/Cong Emergency													
		Total													
		Total Expenses	7,715	7,290	7,190	7,140	7,190	7,090	7,540	7,690	7,540	8,090	9,070	7,590	91,135
NET SURPLUS/(DEFICIT)			(2,140)	(2,740)	1,380	9,335	(2,740)	80	(3,465)	(3,640)	(2,770)	(4,015)	(5,020)	2,680	(13,055)
Assumptions:															
Designated Operating monthly income will improve during the year.															
Partner with IL/Wise Region (Regional Services Expense) - includes office staff support															
Three Regional Associates to cover Michigan Region with stipends totaling \$18,000															
Clergy Care Consultant available for Clergy @ \$2,000															
Not operating from Regional Office Building (limited building expenses, decrease in liability insurance)															
Still have some office expenses															
IL/Wisc Region staff providing MI region office support staff															

	A	B	C	D	E	F	G	I	J	K	L
1			As of		2025	2026	As of				
2			5/31/2025	5/31/2025	Annual	Annual	5/31/2024				
3		Region	Actual	Budget	Budget	Budget	Actual				
4		Income									
5	110-6001-0000	Disciples Mission Fund	86,519	54,990	150,000.00	175,000.00	61,788				
6	110-6007-0000	Contributions - Congregations	13,017	11,373	28,000.00	28,000.00	15,599				
7	110-6701-0000	Annual Fund	4,875	11,808	30,000.00	30,000.00	5,809				
8	110-6005-0000	Christmas Offering	14,833	17,985	30,000.00	30,000.00	14,821				
9	110-6018-0000	DMF Contributions via CCF	1,849	5,000	20,000.00	20,000.00	1,592				
10	110-6101-0000	Distribution from non-owned endowment	1,574	2,750	11,000.00	11,000.00	1,421				
11		Total Contributions	122,667	103,906	269,000	294,000	101,030				
12											
13	110-6800-0000	Interest Income			18,000.00	18,000.00					
14	110-6801-0000	Joint Investment Trust Income	2,640	2,000	8,000.00	8,000.00	2,373				
15	110-6400-0000	Support from CCMR	20,000	20,000	48,000.00	48,000.00	20,000				
16	110-6900-0000	Field Receipts/Reimbursements	1,175	834	2,000.00	2,000.00	900				
17	110-6999-0000	Miscellaneous Income			1,000.00	1,000.00					
18		Total Other Income	23,815	22,834	77,000.00	77,000.00	23,273				
19		Total Income	146,482	126,740	346,000	371,000	124,303				
20		Expenses									
21		Salaries & Benefits									
22	110-7000-0000	Clergy Salary/Housing/Insurance	115,736	127,782	384,374.05	439,065.00	115,736				
23	110-7001-0000	Office Administration Wages	46,413	41,104	103,249.20	119,595.00	46,413				
24	110-7002-0000	Pension	20,668	20,836	62,666.65	72,188.00	20,668				
25	110-7003-0000	Payroll Taxes	3,128	2,814	7,105.53	8,125.00	3,128				
26	110-7006-0000	Workers Comp Insurance	3,432	3,000	3,500.00	3,500.00	3,432				
27	110-7008-0000	Continuing Education	527		6,000.00	8,000.00	527				
28		Total	189,904	195,536	566,895	650,473	189,904				
29		CCMR Expense									
30	110-7070-0000	CCMR Expenses	3,044		0.00	0.00					
31		Total	3,044	-	-	-	-				
32		Travel									
33	110-7100-0000	Travel & Other	4,884	5,000	15,000.00	12,000.00	4,884				
34	110-7110-0000	Vehicle	4,457	5,000	37,500.00	37,500.00	4,457	Includes \$25k for vehicle purchase			
35	110-7147-0000	Vehicle Insurance	5,361	7,200	8,000.00	8,000.00	5,361				
36		Total	14,702	17,200	60,500	57,500	14,702				
37											
38		Facilities									
39	110-7201-0000	Rent	2,250	2,250	6,000.00	7,800.00	2,250	Rent will increase to \$7800 in 2026			
40	110-7270-0000	Liability Insurance	4,356	5,000	6,000.00	6,000.00	4,356				
41		Total	6,606	7,250	12,000	13,800	6,606				
42		Telephone									

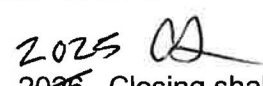
PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made on the 26th day of August, 2025, by which Christian Church Michigan Region, 2820 Covington Court, Lansing, Michigan 48912, "Christian Church (Disciples of Christ) Michigan Region", ("Seller"), in consideration of Six Hundred Twenty-five Thousand Dollars, (\$625,000), the receipt and adequacy of which is hereby acknowledged per the terms below, agrees to sell to the Grand Traverse Regional Land Conservancy, ("Buyer"), a Conservation Easement over Property located in Crystal Lake Township, Benzie County, Michigan described in Exhibit A and referred to hereafter as the "Property."

TERMS AND CONDITIONS:

1. **PRICE AND TERMS.** Buyer agrees to purchase from Seller a Conservation Easement, described in Exhibit B, and to pay a purchase price of Six Hundred Twenty-Five Thousand Dollars (\$625,000.00). Buyer agrees to pay Seller the sum of \$625,000, in two (2) installments: \$500,000 on or before October 1, 2025, and \$125,000 on or before October 1, 2026. This sale does not convey any fee simple interest in the Property identified in Exhibit A.

Any payment of principal and interest not paid when due shall bear interest at the rate of six percent (6%) per annum until paid. The late interest shall be a separate amount owed under this Agreement and shall be due and payable immediately upon the occurrence of the default. All payments shall be made at Seller's address, or wherever otherwise directed by Seller.

2. **EVIDENCE OF TITLE.** A standard ALTA owner's title insurance commitment in the amount of the Purchase Price shall be provided by the Seller. Seller shall have sole discretion to select the title company.
3. **CLOSING DATE.** Closing shall be on or before October 1, ~~2026~~ ²⁰²⁵ . Closing shall be held at a mutually acceptable title company.
4. **DOCUMENTS FOR CLOSING.** At closing, Seller shall deliver an executed Conservation Easement, Baseline Documentation Report, title insurance, and any affidavits or documents required by the title insurance company.
5. **CLOSING EXPENSES.** Seller shall pay the cost of any documentary revenue stamps, title insurance, and Seller's own attorney's fees. Seller shall pay one-half of the cost of preparation of closing documents, and any escrow or closing fees. Buyer will pay any customary recording fees and one half the cost of preparation of closing documents, any escrow or closing fees, and any transfer fees/taxes, as applicable.
6. **TITLE DEFECTS.** Buyer shall have the right to examine the title insurance commitment and make any objections to title. Buyer shall notify Seller of any objections in writing or the objections will be deemed to be waived. If any objections are made, Seller shall have fifteen (15) days from receipt of the notice to correct the title. During this time, Seller will use due diligence in pursuing all reasonable efforts to correct the title problems, including bringing all necessary quiet title actions or other lawsuits.

7. **PRESERVATION OF PROPERTY.** The purpose of the purchase of a Conservation Easement by the Buyer is to preserve it in its natural state. Seller agrees that the Property described in Exhibit A shall remain as it now is until closing, and that Seller will prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect Buyer's interest in the Property or impair its conservation values in any way. In the event of such actions Buyer may, without liability, refuse to accept the conveyance of Conservation Easement, in which event any payments shall be refunded, without penalty.

8. **ENVIRONMENTAL LIABILITY.** Seller warrants that it has not caused any release of hazardous or toxic substances during its ownership and use of the Property, except as Seller discloses to Buyer within thirty (30) days of the date of this Agreement. Seller warrants that it knows of no condition, release, storage, use or disposal of hazardous or toxic substances on the property, except as Seller discloses to Buyer within thirty (30) days of the date of this Agreement. Seller shall inform Buyer of any change in environmental condition or release within (30) days of the change during the term of this Agreement. If conditions change or there is a release during the term of this agreement, Buyer has the right to require remediation to its satisfaction or terminate the agreement and receive refund of all payments made without penalty.

9. **DEFAULT.** If Buyer fails to perform any of the covenants in this Purchase Agreement on or before the date on which the performance is required, Seller may serve on Buyer a written notice to cure. If Buyer fails to cure the default within 28 days of the date of such notice, Buyer and Seller agree to the conveyance of a conservation easement encumbering a portion of the Property proportional to the amount of money paid to the Seller.

If Seller fails to perform any of the covenants in this Purchase Agreement, then Buyer may, at its sole discretion, chose to enforce this Purchase Agreement by action for specific performance, or chose any other remedy in law or equity, or require refund of all payments made, without penalty.

If Buyer has to file any action to enforce this Purchase Agreement, Seller shall pay all of Buyer's reasonable costs, including attorney fees.

10. **ASSESSMENTS AND ENCUMBRANCES.** All assessments and encumbrances which are a lien against the land at the time of conveyance to Buyer will be satisfied of record by Seller at or before the transfer of title. Seller certifies that there are no lawsuits pending against this property, nor health department or zoning violations, nor condemnation proceedings now in effect against the property.

11. **MORTGAGE.** Seller may not place a mortgage or any other such encumbrance on the Property during the term of this Purchase Agreement.

12. **BINDING EFFECT.** The terms and conditions of this Purchase Agreement shall apply to and bind the heirs, executors, administrators, successors, and assigns of the Seller and Buyer.

13. **AMENDMENT.** This Agreement may not be amended, altered, or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought.

14. **RECORDING.** This Purchase Agreement and attached Conservation Easement may be recorded at the Benzie County Register of Deeds at closing and after full payment of the consideration referenced in Paragraph one of this Agreement.
15. **ENTIRE AGREEMENT.** This Agreement sets forth the entire Agreement of the parties. It is intended to supersede all prior discussions or understandings.

[This portion of the page is intentionally left blank; signatures follow on the next page.]

CONSERVATION EASEMENT

- DATE:** 8/25/2025
- OWNER:** Christian Church Michigan Region, 2820 Covington Court, Lansing, Michigan 48912
- CONSERVANCY:** Grand Traverse Regional Land Conservancy, a Michigan nonprofit corporation, 2846 3 Mile Rd. N., Traverse City, Michigan 49686
- PROPERTY:** Legal description attached hereto as **Exhibit A**. For purposes of this Conservation Easement, "Property" means all or any part or portion of the described lands.
- CONVEYANCE:** The Owner conveys and warrants to the Conservancy a perpetual conservation easement over the Property. The scope of this Conservation Easement is set forth in this agreement.
- CONSIDERATION:** This conveyance is a gift from the Owner to the Conservancy. Accordingly, it is exempt from transfer tax pursuant to MCL §§ 207.505(a) and 207.526(a).

THE OWNER AND THE CONSERVANCY AGREE TO THE FOLLOWING:

- 1. CONSERVATION PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE OWNER AND CONSERVANCY.**
 - A. This Conservation Easement:
 - (1) Protects a relatively natural habitat of fish, wildlife, plants or similar ecosystem; and
 - (2) Preserves open space and will yield a significant public benefit:
 - a. For the scenic enjoyment of the general public; and
 - b. Pursuant to clearly delineated federal, state, or local governmental conservation policies as further defined in paragraph 2.C.These purposes are referred to as the "Purposes" in this Conservation Easement.
 - B. This Conservation Easement assures that the Property will be perpetually preserved in its predominantly natural, scenic, forested, and open space condition.
 - C. The Owner is the fee simple title Owner of the Property and is committed to preserving the Conservation Values of the Property. The Owner agrees to confine use of the

Property to activities consistent with the Purposes and the preservation of the Conservation Values. Any uses of the Property that may impair or interfere with the Conservation Values are expressly prohibited.

- D. The Conservancy (1) is a qualified holder of this Conservation Easement committed to preserving the Conservation Values of the Property and upholding the terms of this Conservation Easement; (2) is a tax-exempt nonprofit Michigan corporation qualified under Internal Revenue Code Sections 501(c)(3) and 170(h)(3) and under Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the Natural Resources and Environmental Protection Act (“NREPA”), MCL §§ 324.2140 et seq.; (3) has the resources to enforce this Conservation Easement; (4) protects natural habitats of fish, wildlife, plants, and the ecosystems that support them; and (5) preserves open spaces, including farms and forests, where such preservation is for the scenic enjoyment of the general public or is pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit.

- 2. CONSERVATION VALUES.** The Property possesses natural, open space, biological, and ecological values of prominent importance to the Owner, the Conservancy, and the public. These values are referred to as the “Conservation Values” in this Conservation Easement and are further described in the Baseline Documentation Report. Certain Conservation Values may have relevance to more than one Purpose, even though they are listed only once. The Conservation Values include the following:

- A. The Property contains significant natural habitat in which fish, wildlife, plants, or the ecosystems that support them thrive in a natural state, as demonstrated by:

- (1) The Property provides a vital, connecting upland habitat which serves as a corridor for wildlife movement. Additionally, the forested portions of this property have been identified by the Conservancy as a priority for protection due to their location as a critical link in an expansive, relatively intact upland forested corridor providing opportunity for species movement, preservation of biodiversity, and resilience to disturbances, including climate change.
- (2) Much of the Property is Mesic Northern Forest. This natural community is in a relatively natural condition and supports a wide range of wildlife species found in this habitat type.
- (3) Though not visually confirmed, the Property contains suitable habitat for rare, endangered, or threatened species of animals including: the red-shouldered hawk (*Buteo lineatus*), a state threatened species, and the northern goshawk (*Accipiter gentilis*), a state species of special concern.
- (4) The Property contains sustainable habitat for diverse vegetation, birds, amphibians, and terrestrial animals. The Conservancy has documented the existence of white-tailed deer (*Odocoileus virginianus*), red squirrel (*Tamiasciurus hudsonicus*), Eastern gray squirrel (*Sciurus carolinensis*), eastern cottontail rabbit (*Sylvilagus floridanus*), pileated woodpecker (*Dryocopus pileatus*), black-capped chickadee (*Poecile atricapillus*), and American bald eagle (*Haliaeetus leucocephalus*).
- (5) Valued forest land exists on the Property, which includes diverse native species such as sugar maple (*Acer saccharum*), Eastern hemlock (*Tsuga canadensis*), American beech (*Fagus grandifolia*), white ash (*Fraxinus americana*), ironwood (*Ostrya virginiana*), American basswood (*Tilia americana*), white pine (*Pinus strobus*), red oak (*Quercus rubra*), large-tooth

aspen (*Populus grandidentata*), and paper birch (*Betula papyrifera*) trees of many age classes and structural diversity, including a multiple-story canopy, standing dead trees, and downed logs.

- (6) The Property provides important undeveloped natural land within the watershed of Crystal Lake. Additionally, it is uniquely situated adjacent to the shoreline of Crystal Lake, thus providing numerous essential ecosystem services, such as storm water abatement and infiltration, as well as prevention of nonpoint source pollution, erosion, and flooding.

B. Pursuant to U.S. Treasury Regulation § 1.170A-14 for Qualified Conservation Contribution, the Property provides open space for the scenic enjoyment of the general public and will yield a significant public benefit through:

- (1) A scenic landscape and natural character that would be impaired by modification of the Property.
- (2) A scenic panorama visible to the public from public roads and waterways including: Designated Scenic Pure Michigan By-way M-22, US31, South Shore Drive, Crystal Drive, Lobb Rd, and Crystal Lake.
- (3) Biological integrity of other land in the vicinity has been modified by intense urbanization, and the trend is expected to continue. Properties like this one are being increasingly sold, cleared, and developed with impermeable surfaces and structures.
- (4) There is a reasonable possibility that the Conservancy may acquire other valuable property rights on nearby or adjacent properties to expand the Conservation Values preserved by this Conservation Easement.
- (5) The Property is desirable for residential development because of its size, location, and orientation, and in the absence of this Conservation Easement the Property could be developed in a manner that would destroy the Conservation Values.

C. The Property is preserved pursuant to clearly delineated federal and state conservation policies and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:

- (1) The State of Michigan has recognized the importance of protecting our natural resources as delineated in the Michigan Constitution: “The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety, and general welfare of the people. The legislature shall provide for the protection of the air, water, and other natural resources of the state from pollution, impairment, and destruction.” (1963 Constitution, Article IV, Section 52.)
- (2) NREPA Part 21, Subpart 11, Conservation and Historic Preservation Easement, MCL §§ 324.2140 et seq.
- (3) NREPA Part 355, Biological Diversity Conservation, MCL §§ 324.35501 et seq. (Legislative Findings § 324.35502).
- (4) Water Pollution Control Act of 1972, 33 USC §§ 1251-1387 (§ 1251 Congressional declaration of goals and policy; § 1344 Permits for Dredged or Fill Material (also known as “Section 404” of the Clean Water Act)).

- (5) NREPA Parts 91 and 93, Soil Conservation, Erosion, and Sedimentation Control, MCL §§ 324.9101 et seq., §§ 324.9301 et seq. (Legislative Policy, § 324.9302).

3. BASELINE DOCUMENTATION. Specific Conservation Values of the Property have been documented in a natural resource inventory signed by both Owner and Conservancy ("Baseline Documentation Report"). The Baseline Documentation Report, incorporated herein by reference, consists of maps, a depiction of all existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features, and photographs. The Owner and Conservancy agree that the Baseline Documentation Report is an accurate representation of the Property at the time of execution of this Conservation Easement. Changes in the conditions on the Property may be documented from time to time through a Changed Condition Report. In enforcing the provisions of this Conservation Easement, the Conservancy may use the Baseline Documentation Report, any Changed Condition Report, and any and all other available evidence to show a change in conditions. Any characterization of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted to as to alter, amend, or otherwise modify this Conservation Easement. In the event of any alleged or actual conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

4. PERMITTED USES. The Owner retains all ownership rights that are not expressly restricted by this Conservation Easement, provided that they are exercised only in a manner that is consistent with the Conservation Purposes and that is not detrimental to the Conservation Values. In particular, the following rights are reserved:

- A. Right to Convey. The Owner retains the right to sell, lease, mortgage, bequeath, or donate the Property, subject to the terms of this Conservation Easement. All subsequent owners are bound by all of the provisions in this Conservation Easement. At least 30 days prior to transfer of any of Owner's rights in the Property, Owner or Owner's representative shall give the proposed transferee of the Property a true, accurate, recorded copy of this Conservation Easement and submit written notice to the Conservancy of the proposed transfer, including the full name(s) and address(es) of the prospective transferee(s). Owner at all times shall provide Conservancy with up-to-date contact information including mailing address, telephone number, and email address.

The Property consists of one legal parcel and a portion of another legal parcel as documented in **Exhibit B**. The Owner retains the right to separately convey the existing parcels. Additionally, the Owner may modify the common boundaries of the existing parcels prior to conveyance, so long as the Property remains as no more than two parcels, the entirety of the Property described on Exhibit A is subject to the terms, restrictions, and conditions of this Conservation Easement, and the Conservancy determines, in its sole discretion, and after review and approval pursuant to the terms set forth in paragraph 6.D. herein, that the modification does not adversely affect the Conservation Values of the Property or create additional burden on the Conservancy.

Should the Property be conveyed as separate parcels as permitted in this paragraph herein, the parcels conveyed shall be fully subject to this Conservation Easement.

- B. Right to Manage Access and Use. The Owner retains the right to manage access to the Property, if necessary, to ensure that such access does not impair the Conservation Values protected by this Conservation Easement. This right includes, but is not limited to, channeling visitor use away from sensitive natural features, directing visitor use to prevent or minimize erosion or other detrimental effects on the natural resources, restricting access to unauthorized dumping areas, and restricting visitor access to protect areas with threatened or endangered species. The Owner also retains the right to manage and set rules for groups or activities which may cause larger impacts on the Property.
- (1) Right to Add and Maintain Trails and to Construct Trail-Related Structures. The Owner retains the right to add and maintain trails on the Property by removing groundcover and shrubs and trimming tree branches for the purpose of providing low-impact pedestrian use, provided such removal and trimming does not adversely impact the Conservation Values of the Property. Trails may incorporate structures such as, but not limited to, interpretive signs or kisoks, walkways, steps, stairs, bridges, boardwalks, benches, wildlife-viewing blinds, and overlook platforms. Such structures shall be constructed pursuant to a written plan, and provided to the Conservancy for review and approval pursuant to the terms set forth in paragraph 6.D. herein.
- (2) Recreational Activities. The Owner retains the right to undertake non-motorized non-commercial recreational activities on the Property such as hunting, wildlife observation, hiking, cross-country skiing, jogging, and sledding.
- C. Right to Maintain and Replace Existing Structures within the Recreational Building Envelope. The Owner retains the right to maintain, renovate, and replace the existing structures within the area designated on Exhibit B herein as the "Recreational Building Envelope", and further described in the Baseline Documentation Report in substantially the same location and size. Any renovation or replacement shall not substantially alter the character or function of the structure. The Owner also retains the right to maintain, renovate, and replace any future structures which are permitted under this Conservation Easement. Prior to beginning renovation or replacement of a structure as permitted in this paragraph 4.D herein, the Owner shall provide a written plan to the Conservancy for the Conservancy's review and approval pursuant to the terms set forth in paragraph 6.D. herein.
- D. Right to Designate One Additional Recreational Building Envelope, and Construct Recreational Structures. The Owner shall have the right to designate one additional area on the Property for the future construction and/or placement of recreational structures as further outlined below (the "Additional Recreational Building Envelope"). The Additional Recreational Building Envelope shall not exceed 10,000 square feet in size.

The Owner also retains the right to place or construct an Observation Tower, or similar recreational structures within the Additional Recreational Building Envelope, so long as the aggregate amount of impervious surface occupies no more than 25% of the Additional Recreational Building Envelope. The intent of the Additional Recreational Building Envelope area is for rustic outdoor recreation uses and structures, as such, utilities including, but not limited to, gas and electric lines, water wells, human waste disposal systems (septic/drain field), and propane tanks, for the purpose of servicing the structures within the Additional Recreational Building Envelope are prohibited.

To ensure compliance with this paragraph 4.C, upon designation of the Additional Recreational Building Envelope and thirty (30) days prior to any construction, including the clearing of any trees or other vegetation or the grading or other alteration of the surface of the Property, the Owner shall submit a copy of a survey that illustrates the size and location of the Additional Recreational Building Envelope for the Conservancy's review and approval pursuant to the terms set forth in paragraph 6.D. herein.

Prior to beginning any construction or placement of new structures, the Owner shall provide a written plan to the Conservancy for the Conservancy's review and approval pursuant to the terms set forth in paragraph 6.D. herein. At least thirty (30) days prior to initiating any proposed construction the Owner shall also install stakes identifying the location of the structures to allow the Conservancy to confirm their location within the designated Additional Recreational Building Envelope.

- E. Right to Maintain Roads. The Owner retains the right to maintain the established private road and other access roads depicted in Exhibit B in their current unpaved and pervious condition.
- F. Right to Operate Motorized Vehicles. The Owner retains the right to operate motorized vehicles on the Property on the established roads depicted in Exhibit B. Additionally, the Owner retains the right to operate motor vehicles off-road for the purpose of implementing permitted management activities on the Property.
- G. Right to Conduct Ecological Restoration. The Owner retains the right to conduct ecological restoration on the Property. Ecological Restoration includes, but is not limited to, planting native species, removing non-native or invasive species, installing erosion control structures, or installing fencing necessary for the re-establishment of native vegetation. Such activities shall be conducted pursuant to an Ecological Restoration Plan prepared by a qualified natural resource professional prior to any restoration activities, and provided to the Conservancy for review and approval pursuant to the terms set forth in paragraph 6.D. herein.
- H. Right to Manage Vegetation and Conduct Forestry Activities. The Owner retains the right to cut vegetation and conduct forestry activities on the Property as follows:
 - (1) Dangerous or Diseased Trees. Pruning, trimming, or removing trees or other vegetation is permitted under the following conditions:
 - a. To remove trees that pose real danger to a structure or to humans in frequently used areas due to a structural issue or heath defect of the tree;

- b. To remove trees in order to reduce a natural threat of infestation posed by diseased vegetation (as documented by a registered forester or other natural resource specialist and as approved by the Conservancy); and/or
- c. To control invasive or non-native plant species that endanger the health of native species.

(2) Forest Management. Forest management for the growth and harvest of trees including the production of forest products for use or commercial sale is permitted on the Property in accordance with the following criteria:

- a. It is in accordance with a Forest Management Plan (see below) prepared by a forester registered in the state of Michigan, or other qualified natural resource specialist that is pre-approved by the Conservancy.
- b. It meets the minimum standards set forth in the then-current Best Management Practices, as outlined in the Michigan Department of Natural Resources' publication, "Michigan Forestry Best Management Practices for Soil and Water Quality" (revised 06/01/2018), or similar successor publications approved by the Conservancy.
- c. Any commercial harvest must be marked and supervised by a professional forester in order to ensure adherence to the Forest Management Plan and protection of the Conservation Values.
- d. Forest Management shall be conducted under written contract(s) with the forester and a competent logging operator(s). The contract(s) shall specify relevant requirements for compliance with this conservation Easement and the approved Forest Management Plan.
- e. The forested character of the Property is maintained for habitat and scenic values.
- f. Populations and diversity of native plant species and habitat for native animal species is preserved.
- g. Water quality, wetlands, and riparian zones are protected. This shall include a minimum of 50-foot-wide buffer around any open water or wetlands where timber harvest may not occur.
- h. It is undertaken in a manner not detrimental to the Conservation Values of the Property.

(3) Forest Management Plan. The Forest Management Plan must be prepared prior to any management activities or harvesting is conducted; updated at least every fifteen (15) years; and shall be provided to the Conservancy for review and approval pursuant to the terms set forth in paragraph 6.D. herein. Additionally, a plan must include the following;

- a. Date the plan was prepared and the date of expiration for the plan (no more than 15-year term);
- b. Reference to this Conservation Easement, the Conservation Values of the Conservation Easement, and forest management criteria required by paragraph 4.H.2 herein;
- c. Specific management goals and objectives of the forest management plan;
- d. Stand delineation and maps with acreage of stands;

- e. Stocking level and size class distribution information (both before and after harvest);
 - f. Prescription of silvicultural treatments used to achieve stand goals;
 - g. Explanation of harvest method and recommended equipment to be used;
 - h. Timeline for implementation with anticipated harvest schedule; and
 - i. Signatures of Owner, forester, and Conservancy representative.
- (4) Notice of Harvesting. At least thirty (30) days prior to the commencement of harvesting, the Owner shall provide the Conservancy with a written Notice of Harvest. The Notice shall include:
- a. The location of the harvest, explanation of harvest method, and equipment to be used;
 - b. Contemplated dates for the harvest;
 - c. A plan for ingress and egress and the location of staging area(s);
 - d. Required reclamation work; and
 - e. A description of any other activities and practices intended to achieve compliance with the requirements of the Conservation Easement.

The Owner shall also notify the Conservancy of harvest completion.

- I. Right to Conduct Research and Educational Activities. The Owner retains the right to conduct research and educational activities, including wildlife, habitat, and plant research, on the Property, provided that such activities do not impair the Conservation Values. Research and recreational activities do not include the right to construct or place any structures on the Property.
- J. Right to Construct and Maintain Wildlife Hunting and Viewing Blinds. The Owner retains the right to construct and place blinds on the Property for the purpose of hunting and viewing wildlife. Blinds shall not have a foundation constructed with concrete or other permanent materials. The Owner may affix permanent tree stands that are constructed from wood or fasten tree stands that are portable and non-permanent made from any material that is common or standard for such devices.

Along with this right, the Owner retains the right to trim branches less than or equal to one inch in diameter for the purpose of creating shooting/viewing lanes, provided such trimming does not adversely impact the Conservation Values of the Property.

- K. Right to Develop Subsurface Mineral Resources.
 - (1) Exploration. Exploration for minerals conducted in a manner that will not have a detrimental impact on the Conservation Values of the Property, including but not limited to certain methods of seismic testing, is permitted pursuant to a written plan submitted to the Conservancy for review and approval pursuant to the terms set forth in paragraph 6.D. herein.
 - (2) Development. The Owner retains the right to extract oil, gas, hydrocarbons, or petroleum from the Property for commercial purposes provided that no exploration, development, or testing for, or extraction of, minerals shall be

conducted from the surface of the Property, except as provided for herein. The Owner may enter into a non-developmental lease if said lease is part of a pool for oil, gas, hydrocarbons or petroleum which solely permits the extraction of oil, gas, hydrocarbons, or petroleum. Extraction shall not involve any surface alteration of the Property or construction or placement of any structures, including pipelines, on, over, or across the Property.

Extraction of non-hydrocarbon or petroleum minerals, such as, sand, gravel, rock, or peat is prohibited.

- L. Right to Construct and Maintain Gates. The Owner retains the right to construct and maintain gates on the Property to control or discourage unauthorized vehicle access to the Property. Any gating of the Property shall be constructed in a manner that does not impede wildlife movement on or across the Property.
 - M. Right to Place Signs. The Owner retains the right to place signs on the Property relating to Property ownership and management as well as permitted activities described in Section 4. This right includes, but is not limited to, the right to place kiosks or other improvements to accommodate signs for the display of educational, public safety, or recreational information, as well as signs, plaques, monuments or other improvements for donor recognition.
- 5. PROHIBITED ACTIONS.** Any activity on, or use of, the Property that is inconsistent with the Conservation Purposes or that is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:
- A. Subdivision. The legal or *de facto* subdivision of the Property, including any subdivision, short subdivision, platting, binding site plan, testamentary division, creation of a site condominium or other submission of the Property to a condominium form of ownership, or other process by which the Property is divided into lots or in which title to different portion of the Property are held by different owners is prohibited, except as reserved or permitted in Section 4. Permitted Uses herein.
 - B. Inclusion of Gross Area. The inclusion of the Property, or any portion of the Property, as part of the gross area of any other property not subject to this Conservation Easement for the purposes of meeting density, lot coverage, or open space requirements under other applicable laws, regulations, or ordinances controlling land use and building density is prohibited.
 - C. Commercial Activities. Any commercial activity on the Property is prohibited, except as reserved or permitted in Section 4. Permitted Uses herein.
 - D. Industrial Activities. Any industrial activity on the Property is prohibited.
 - E. Construction. The placement or construction of any human-made improvements, including structures, buildings, fences, roads, boat launches, and parking lots is prohibited, except as reserved or permitted in Section 4. Permitted Uses herein.

- F. Cutting Vegetation. Cutting down or otherwise destroying or removing trees or other vegetation whether living or dead is prohibited, except as reserved or permitted in Section 4. Permitted Uses herein.
- G. Land Surface Alteration. Any surface mining or other disturbance or alteration of the surface of the land is prohibited, including extraction or alteration of any substance that must be quarried or removed by methods that will consume or deplete the surface estate, including, but not limited to, the removal of topsoil, sand, gravel, aggregate, rock, stone, ore, mal, limestone, gypsum, salt, coal, clay, sod, and peat. Treatment, processing, storage, transportation, and other handling of overburden, effluent, tailings, or other waste or byproducts created or produced during mining is also prohibited. In addition, exploring for, developing, and extracting oil, gas, hydrocarbons, or petroleum products is prohibited, except as specified in Section 4. Permitted Uses herein.
- H. Waste. Processing, retention, storage, transporting, dumping, or disposal or injection of liquid, solid, natural, or man-made waste, refuse, or debris on the Property is prohibited.
- I. Water Courses, Groundwater. Natural water courses, lakes, rivers, streams, creeks, wetlands, or other bodies of surface water or groundwater may not be altered or impounded. Water from ground or surface sources may not be diverted, blocked, extracted, pumped, or piped from the Property or degraded or polluted.
- J. Off-Road Recreational Vehicles. Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, dirt bikes, and motorcycles may not be operated off of designated roads on the Property, except as specified in Section 4. Permitted Uses herein.
- K. Signs and Billboards. Billboards and signs are prohibited, except as reserved or permitted in Section 4. Permitted Uses herein.

6. RIGHTS OF THE CONSERVANCY. The Owner conveys the following rights upon the Conservancy to perpetually maintain the Conservation Values of the Property:

- A. Right to Enter. The Conservancy and its authorized agents have the right to enter the Property at reasonable times to monitor the Property and to enforce compliance with, or otherwise exercise its rights under this Conservation Easement. Owner shall fully cooperate with the Conservancy in the Conservancy's undertaking and execution of its rights and responsibilities under this Conservation Easement. Except in the case of emergency or if there is an imminent threat to the Conservation Values, the Conservancy shall exercise reasonable efforts to notify Owner in advance of Conservancy's planned entry onto the Property. If locked gates or other features restrict access to the Property, Owner or Owner's representative shall be physically present for any planned entry by Conservancy to provide access to the Property, or shall provide Conservancy with keys or other information necessary for Conservancy or its agents to reasonably enter the Property by vehicular means over established roads or trails. The Conservancy will not unreasonably interfere with the Owner's use and quiet enjoyment of the Property or permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.

- B. Right to Preserve. The Conservancy has the right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes or detrimental to the Conservation Values of the Property.
- C. Right to Require Restoration. The Conservancy has the right to require the Owner to restore the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement to the condition that existed on the date of execution of this Conservation Easement, or to such other condition as may then exist, provided such other condition is consistent with the terms of this Conservation Easement. The Owner shall conduct restoration in accordance with a written plan submitted to the Conservancy for review and approval pursuant to the terms set forth in paragraph 6.D. herein.
- D. Right to Review and Approve. Wherever herein the Conservancy is granted the right to review and approve any proposed plan for the use, modification, or restoration of any portion of the Property or improvements thereon, such approval shall be granted or denied by the Conservancy, in writing within thirty (30) days of the date the Owner delivers notice of the proposed plan, unless otherwise provided herein. The Conservancy may obtain an additional thirty (30) day period to review a plan by notifying the Owner of its need for an extension. The Owner shall not undertake any activity on the Property requiring Conservancy approval unless and until it receives such approval.

The Conservancy's approval for a proposal may be withheld only upon a reasonable determination by the Conservancy that the proposed action(s) would be contrary to or inconsistent with the terms of this Conservation Easement or detrimental or adverse to the Conservation Values of the Property. The Conservancy may request additional information in support of the request for approval, including without limit, documentation of the Owner's right to undertake the proposal, copies of permits, and other documents that the Conservancy in its sole discretion deems necessary to evaluate whether the proposal complies with this Conservation Easement. If the Conservancy fails to grant or deny approval within the review period, the request for approval shall be deemed constructively denied. Because a constructive denial is not a decision by the Conservancy based on the merits of the Owner's request, it is not final or binding and the Owner may resubmit the same or similar request for approval. In its sole discretion, the Conservancy may withdraw an approval for the use, modification, or restoration of the Property given under this paragraph 6.D if not commenced within three (3) years of the approval date.

If the Owner fails to notify the Conservancy of any proposed activity that requires notice herein, then the Owner undertakes any such activities and/or incurs any related expenses at its own risk. By way of example only, if, upon discovery of the activity, the Conservancy denies approval for the construction or activity, then the Conservancy may in its sole discretion require the Owner to undo the activity or remove the construction and restore the Property at its own expense. In any action to enforce the terms of this Conservation Easement, the fact that the Owner incurred expenses related to the unapproved activity shall not prejudice or limit the Conservancy's available remedies.

7. CONSERVANCY'S REMEDIES.

- A. Delay in Enforcement and Waiver of Certain Defenses. To the fullest extent permitted by law, the failure or delay of Conservancy to discover a violation or initiate enforcement of this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.
- B. Third Person Violations. Notwithstanding the Owner's obligations under this Conservation Easement and the Conservancy's right to require restoration of the Property, the Owner shall have the following rights and obligations for acts or occurrences at the Property beyond the direct or indirect control of the Owner:
- (1) The Conservancy may not bring an action against the Owner for modifications or damage to the Property or its Conservation Values resulting from natural causes beyond the Owner's control, including natural disasters, unintentional fires, floods, storms, natural earth movement, changes recognized to be driven by climate change, or other acts of nature.
 - (2) The Owner shall be responsible for modifications or damage to the Property that impair or damage the Conservation Values of the Property and result from the acts of third persons whose use of, or presence on, the Property is authorized by the Owner. In such event, the Conservancy may require the Owner to restore the Property as provided in paragraph 6.C. herein.
 - (3) In the event of an unauthorized third-person violation of the Conservation Easement or damage to the Property or its Conservation Values, the Conservancy shall not seek restoration or exercise remedies available to it if, and so long as, the Owner diligently pursues all available legal remedies against the violator. In the event actions taken by unauthorized third persons impair the Conservation Values protected by this Conservation Easement, the Conservancy reserves the right, either jointly or singly, to pursue all appropriate civil and criminal penalties to compel restoration. Owner assigns any claim or right to recover against such third persons to the Conservancy.
- C. Notice and Demand. If the Conservancy determines that the Owner is in violation of this Conservation Easement, or that a violation is threatened, the Conservancy shall provide written notice to the Owner. The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property. If at any time the Conservancy determines, in its sole and absolute discretion, that the violation, or threatened violation, constitutes immediate and irreparable harm, no written notice is required and the Conservancy may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property. If the Conservancy determines that this Conservation Easement is, or is expected to be, violated, and the Conservancy's good-faith and reasonable efforts to notify the Owner are unsuccessful, the Conservancy may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values without prior notice and without awaiting the Owner's opportunity to cure.

- D. Failure to Act. If, within thirty (30) days after written notice, the Owner does not implement corrective measures requested by the Conservancy, the Conservancy may bring an action at law and/or in equity to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, as determined in the sole discretion of the Conservancy, or if the Owner is unable to be notified, the Conservancy may invoke these same remedies without notification and/or awaiting the expiration of the thirty (30) day period. The Conservancy is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Owner to restore the Property. Conservancy shall have the right of specific performance to impose or enforce any right and obtain relief by immediate temporary restraining, preliminary, and/or permanent injunctive order, without the necessity of bond or other security, and without having to prove damages. Such relief shall be against the Owner and/or any person or entity acting in concert with the Owner and in addition to damages and other remedies available to the Conservancy. All such rights and remedies shall be cumulative. The Owner agrees if a violation of this Easement is threatened or occurs, the harm and injury to the Conservancy will be irreparable such that the Conservancy will have no adequate remedy at law and could not be compensated adequately by damages.
- E. Recovery of Costs and Reimbursement. If the court determines that the Owner has failed to comply with this Conservation Easement, the Owner shall reimburse the Conservancy for all reasonable enforcement costs, including litigation costs or costs associated with other dispute resolution procedures, Conservancy's reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Conservancy.
- F. Frivolous Litigation. If the Conservancy initiates litigation against the Owner to enforce this Conservation Easement, and if the court determines that the Owner is the prevailing party and also determines that (1) the litigation was initiated with the primary purpose to harass, embarrass, or injury the Owner; (2) the Conservancy did not have a reasonable basis to believe that the facts underlying the Conservancy's legal position were true; or (3) the Conservancy's legal position was devoid of arguable legal merit, then the court may require the Conservancy to reimburse the Owner's reasonable costs and reasonable attorney's fees in defending the action.
- G. Actual or Threatened Non-Compliance. The Conservancy's rights under this Section 7 apply equally in the event of actual or threatened violations of the terms of this Conservation Easement. The Conservancy shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. The Conservancy's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damages to the Conservation Values.
- H. Cumulative Remedies. The preceding remedies of the Conservancy are cumulative. Any or all of the remedies may be invoked by the Conservancy if there is an actual or threatened violation of this Conservation Easement.

8. REGULATORY AUTHORITY. The Owner is solely responsible for obtaining any applicable permit or authorization or otherwise ensuring that any proposed use, building,

construction, design, location, or other specification related to the Property meets all applicable local, state, and federal zoning, requirement, regulation, rule, policy, or standard. In accepting this Conservation Easement, or in review and/or approving any use, building, construction, design, location, or any other specification related to the Property or the use or development of the Property, the Conservancy makes no warranty that the proposed use, building, construction, design, location, or other specification meets any local, state, or federal zoning, requirement, regulation, rule, policy, or standard.

9. AMENDMENT. Owner and Conservancy may jointly amend this Conservation Easement provided that an amendment (a) shall be approved by the Conservancy in its sole and absolute discretion; (b) shall not affect the qualification of this Conservation Easement or the status of the Conservancy under any applicable laws, including MCL §§ 324.2140-324.2144 or Section 170(h) of the Code; (c) shall be consistent with the Purposes; (d) shall not affect the perpetual duration of this Conservation Easement; (e) shall have a net positive or neutral effect on the Conservation Values; and (f) shall not extinguish this Conservation Easement over any portion or all of the Property.. Any such amendment shall be in writing and recorded in the Register of Deeds of Benzie County, Michigan, and any other jurisdiction in which such recording is required.

10. SUBORDINATION. The Owner represents and warrants that as of the date of execution and recording of this Conservation Easement, the Property is not subject to any lease, land contract, mortgage, lien, claim, or interest which has not been subordinated to this Conservation Easement. Any lease, land contract, mortgage, lien, claim, lease, or interest in the Property arising after the date of recording of this Conservation Easement shall be subject and subordinate to the terms of this Conservation Easement.

11. CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.

A. This Conservation Easement is an immediately vested interest in real property created pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of NREPA, MCL §§ 324.2140 et seq. Owner and Conservancy agree that this Conservation Easement has a fair market value that is at least equal to the proportional value that the Conservation Easement at the time of execution bears to the value of the Property as a whole at that time. This proportionate value shall remain constant.

B. This Conservation Easement is established for conservation purposes pursuant to the Internal Revenue Code, 26 USC §§ 170(h)(1)-(6), 2031(c), 2055, and 2522, and under Treasury Regulations at 26 CFR §§ 1.170A-14 et seq., as amended.

C. The Conservancy is qualified to hold conservation easements pursuant to these statutes. It is a publicly funded, non-profit 501(c)(3) organization.

12. OWNERSHIP COSTS AND LIABILITIES. In accepting this Conservation Easement, the Conservancy shall have no liability or obligation for costs, taxes, assessments, insurance, maintenance, or other liabilities of any kind related to the Property. The Conservancy's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§ 9601 et seq. and/or NREPA Part 201, Environmental Remediation, MCL §§ 324.20101,

et seq., or any similar statute or regulation. The Conservancy, its trustees or directors, officers, employees, and agents have no liability arising from injury or death to any person or physical damage to any personal property on the Property. The Owner agrees to defend, indemnify, and hold harmless the Conservancy against such claims arising during the term of the Owners' ownership of the Property.

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

14. ASSIGNMENT. The Conservancy may assign its rights and obligations under this Conservation Easement only to an organization that, at the time of the assignment, is a "qualified organization" under Section 170(h)(3) of the Code, as amended. The Conservancy shall require as a condition of assignment that the assignee assume all obligations of the Conservancy under this Conservation Easement and continue to carry out the Purposes of this Conservation Easement in perpetuity.

15. FUTURE CONDTIONS. No use shall be made of the Property and no activity thereon shall be permitted which is, or is likely to become, inconsistent with the Purposes of this Easement. The Owner and the Conservancy acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, technologies, climate changes, evolution in flora and fauna, other natural resources, and other circumstances, occurrences, and conditions affecting the Property or the Purposes of this Easement.

16. EXTINGUISHMENT. This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Purposes, or by exercise of eminent domain.

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

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

- C. Payment & Usage. Payment shall not be later than subsequent sale, exchange, or involuntary conversion of the property, whichever occurs first. Conservancy shall use any such proceeds in a manner that is consistent with the conservation purposes as set forth in IRS 170(h)(4)(A).

17. LIBERAL CONSTRUCTION. This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of NREPA.

18. NOTICES. For purposes related to this Conservation Easement, notices may be provided to either party by personal delivery or by mailing written notice to the party at its last known address via United States Postal Service first class mail.

19. SEVERABILITY. If any portion of this Conservation Easement is determined to be invalid, the remaining provisions shall remain in force.

20. SUCCESSORS. This Conservation Easement is binding upon, and inures to the benefit of, the Owner and the Conservancy's successors in interest. All subsequent owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the Owner.

21. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.

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

23. EXHIBITS. This Conservation Easement includes and incorporates the following exhibit:

- A. Legal Description
- B. Baseline Documentation Map

24. ENTIRE AGREEMENT. This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

[This space intentionally left blank]