

## **LOT MERGER AGREEMENT**

THIS AGREEMENT, between the Charter Township of Tallmadge, 0-1451 Leonard Street, Grand Rapids, Michigan 49534 (the "Township"), and Scott Dennis and Jodye Dennis, husband and wife (the "Owners"), 310 Fennessy Drive, Grand Rapids, Michigan 49534, is made with respect to the following facts and circumstances.

A. The Owners are the record title holders of two parcels in the Township, described as follows.

### **Parcel One**

Tax Parcel Number: 70-10-36-200-033.

Legal Description: That part of Government Lot 2, Section 36, T7N, R13W, Tallmadge Township, Ottawa County, Michigan, described as: Commencing at the N 1/4 Corner. of Section 36; thence S00°02'43"E 1309.04 feet along the West line of the NE 1/4 of Section 36; thence N46°03'14"E 195.57 feet along the centerline of Fennessy Drive; thence Northeasterly 326.57 feet along said centerline on a 500.00 foot radius curve to the right, the chord of which bears N64°45'55"E 320.80 feet; thence N83°28'36"E 222.27 feet along said centerline to the PLACE OF BEGINNING of this description; thence N83°28'36"E 125.78 feet along said centerline; thence S00°09'31"E 380 feet, more or less, to the northerly edge of Fennessy Lake; thence meandering Westerly 156 feet, more or less, along said water's edge to its intersection with a line which bears S00°09'31"E from the place of beginning; thence N00°09'31"W 425 feet, more or less, to the place of beginning.

### **Parcel Two**

Tax Parcel Number: 70-10-36-200-037.

Legal Description: That part of Government Lot 2, Section 36, T7N, R13W, Tallmadge. Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of Section 36; thence South

Draft Date  
1/20/2026

00°02'43" East 1309.04 feet along the West line of the Northeast 1/4 of Section 36 to the centerline of Fennessy Drive (66 feet wide); thence North 46°03'14" East 195.57 feet along said centerline; thence Northeasterly 326.57 feet along said centerline on a 500.00 foot radius curve to the right, the chord of which bears North 64°45'55" East 320.80 feet; thence North 83°28'36" East 222.27 feet along said centerline to the Place of Beginning of this description; thence North 00°09'31" West 209.43 feet; thence North 83°28'36" East 263.05 feet; thence South 00°09'31" East 209.43 feet to the centerline of Fennessy Drive; thence South 83°28'36" West 263.05 feet along said centerline to the Place of Beginning.

B. The Owners applied to the Township for a variance to have an accessory building on a parcel without a principal building.

C. The Zoning Board of Appeals granted the variance with certain conditions, including that this Lot Merger Agreement be recorded with the Ottawa County Register of Deeds.

NOW, THEREFORE, in consideration of the Township's approval of the variance and the terms, conditions, and covenants stated below, the parties agree as follows.

Section 1. General Agreement. The Owners agree to comply with all of the conditions of approval set forth in the Tallmadge Charter Township Zoning Board of Appeals minutes of \_\_\_\_\_.

Section 2. Specific Agreement. Parcel One and Parcel Two shall be merged as one lot under the Tallmadge Charter Township Zoning Ordinance and shall be commonly owned as long as either Parcel One or Parcel Two has an accessory building located on it without an accompanying principal building.

Section 3. Binding Effect. These covenants shall run with the Property and shall be binding upon the Owners and their heirs, representatives, successors, and assigns. Upon any breach of or any default in any of the covenants or restrictions contained in this Agreement, the Township shall have the right to institute and maintain an appropriate action or proceeding in law or in equity against the proper party, to enjoin, abate, or otherwise remedy the default or breach of these covenants or to recover appropriate damages. In the event any covenant or restriction or provision contained in this Agreement is invalid or void as determined by appropriate judgment or court order, the invalid or void provisions shall in no way affect any other covenant, restriction, or provision of this Agreement, which shall continue to remain in full force and effect. The covenants and restrictions provided in this Agreement shall only be amended with the written agreement of the Township, and the failure to enforce any provision of this Agreement at any time shall not waive the right of the Township or any interested party to require that the provisions of this Agreement be enforced at any future time.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the last signature date below.

**CHARTER TOWNSHIP OF  
TALLMADGE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

**THE OWNERS**

By: \_\_\_\_\_  
Scott Dennis

By: \_\_\_\_\_  
Jodye Dennis

Dated: \_\_\_\_\_, 2026

STATE OF MICHIGAN     )

ss.

COUNTY OF OTTAWA     )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, on behalf of the Charter Township of Tallmadge.

\_\_\_\_\_  
Notary Public  
Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN     )

ss.

COUNTY OF OTTAWA     )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Scott Dennis and Jodye Dennis, husband and wife, who personally appeared before me.

\_\_\_\_\_  
Notary Public  
Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared by and return to:  
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