

## PRIVATE ROAD MAINTENANCE AGREEMENT

This Private Road Maintenance Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 2026, between Gerald and Mary Lee, whose address is 14162 24<sup>th</sup> Ave NW, Marne, Michigan 49435, (“**Parcel 1**” and “**Parcel 8**”), Michael D. Anderson, whose address is 2274 Hayes St NW, Marne, Michigan 49435 (“**Parcel 2**”), Patricia Hansma, whose address is 2490 Hayes St NW, Marne, Michigan 49435 (“**Parcel 3**”), Patricia Hansma, whose address is 2490 Hayes St NW, Marne, Michigan 49435 (“**Parcel 4**”), Steven R. Hansma and Michelle L. Hansma, whose address is 14155 24th Ave NW, Marne, Michigan 49435 (“**Parcel 5**”), Jonathan and Carla Kuipers, whose address is 14111 24th Ave NW, Marne, Michigan 49435 (“**Parcel 6**”), Steven M. Goulooze, Trustee of the Steven M. Goulooze Trust, whose address is 14095 24th Ave NW, Marne, Michigan 49435 (“**Parcel 7**”) (each of Parcel 1 – 8 is a “**Parcel**” and altogether they are the “**Parcels**”).

### FACTS

A. A Declaration of Private Road Easement, Rights and Responsibilities dated December 22, 1994, and recorded at Liber 1929, Pages 291-97, in the Ottawa County Register of Deeds created an easement for a private road benefitting and burdening the Parcels (the “**Original Easement**”). The Original Easement also sets forth certain maintenance terms and conditions of a private road that benefits/burdens the Parcels.

B. The Owners of Each Parcels 1-8 intend to amend and restate the Original Easement to construct a private road along the easement area described on Exhibit A (the “**Private Road**”) and to more fully set forth maintenance terms and conditions.

C. The legal descriptions for each of Parcels 1 – 8 are attached as Exhibit B.

D. A survey drawing of all of the Parcels together with the Easement is attached as Exhibit C.

E. Parcels 1-8 are entering into this Agreement to amend the Original Easement and define the rights, responsibilities, and obligations of the parties with regards to the operation and maintenance of the Private Road.

## TERMS AND CONDITIONS

1. Operation and Maintenance of Private Road over Parcels. Beginning on the date of this Agreement, the Parcels shall maintain, at their sole cost and expense, the Private Road so that it operates in the manner consistent with the Regulations of Tallmadge Township as they may be amended (“**Regulations**”). For purposes of this Agreement, “maintained” shall mean inspecting, mowing the non-paved areas, repairing, removing leaves, weeds, debris, and snow from the Private Road. “Maintained” shall further mean the inspection, repair, and maintenance of all portions of the Private Road, sidewalks, lawns and greenspaces, storm water provisions and all other items associated with the Private Road.
2. Costs. After the initial construction is complete, Parcels, except Parcel 2, shall be responsible for all costs and expenses associated with the maintenance and operation of the Private Road as specified in Section 1 above. The parties agree that the total amount of such costs and expenses shall be equally divided amongst the Parcels. The parties acknowledge and agree that all payments be made and shall be due within 30 days after receipt of an invoice for costs for maintenance.
3. Road Maintenance. The owners of the Parcels shall maintain the Private Road in good condition and repair at all times and shall remove snow and ice in a timely fashion during the winter. The Private Road shall be snowplowed as often as necessary to keep it reasonably passable for motor vehicles, especially for emergency motor vehicles. All maintenance, repair and replacement of any improvements constructed within the Private Road shall be the responsibility of the owners of the Parcels, except Parcel 2, and except to the extent of repair and replacement due to the act or negligent act of an owner of any parcel, his or her agent, invitee or family member. All such maintenance, repair or replacement, including but not limited to snowplowing, and other improvements constructed within the Private Road shall be contracted for only upon the approval by a majority of the owners of Parcel 1 and Parcels 3 - 8 with each parcel owner entitled to one vote.
4. Use of Private Road. The owners of the Parcels shall not prohibit, or unreasonably limit normal ingress and egress and use by any of the other Parcel owners, or by the public for purposes of utilities, emergency and other public vehicles for whatever public services are necessary. Normal ingress and egress and use shall include use by family, guests, invitees, tradesmen, and others bound to or returning from any of the Parcels. The owners of the parcels shall not create any barrier, structure or building or park any vehicle on the Private Road.
5. Damage to Private Road. Any damage to any improvement, utilities or any part of the Private Road caused by the owner of a Parcel or any owner's contractor or subcontractor in the course of the construction or alteration of any improvements or landscaping on the owner's Parcel or in the course of locating any utilities within the Private Road Area shall be repaired, replaced or restored by such owner at the owner's sole cost to a condition equal to or better than the condition of the improvement prior to the damage.

6. No Public Funds. No public funds of Tallmadge Township are to be used to build, repair, or maintain the Private Road. Tallmadge Township will be held harmless for any personal or property damage claim stemming from accidents occurring on or in connection with the Private Road.
7. Failure to Maintain. In the event the parties do not maintain and operate the Private Road as required under the terms of this Agreement, the parties acknowledge that Tallmadge Township as the governing authority shall be entitled to enforce the Regulations in its discretion. Additionally, if repairs and maintenance are not made, the Township Board may bring the Private Road up to the design standards it sets forth and assess the owners of the Parcels, plus an administrative fee in the amount of 5% of the total cost of the improvements.
8. Public Utilities. Public utilities have been constructed in the Private Road Easement area and adjacent to the Private Road. The Parcels may construct additional public utilities but only within the Easement. The Parcels may assign to others the right to install these public utilities. The Parcels or Tallmadge Township, Ottawa County, may enter upon the Easement as well upon sufficient land adjacent thereto for the purpose of construction, operation, maintenance, repair and/or replacement of public utilities and, to the extent permitted by law, shall be liable for any damages arising from the exercise of the rights granted therein.
9. Recording and Binding Effect. This Agreement will run with the land and be binding upon and inure to the benefit of the parties as well as their successors and permitted assigns. It is the parties' intention that this Agreement shall be recorded with the Barry County Register of Deeds. Developer will be responsible for all costs associated with recording this Agreement.
11. Amendment. This Agreement may only be amended in writing signed by all of the parties.
12. Interpretation. This is the entire agreement between the parties as to its subject matter. This Agreement may not be modified except in writing signed by all of the parties. Its interpretation shall not be affected by any course of dealing. Captions are for convenience only and are not part of this Agreement, but the facts are an integral part of this Agreement. This Agreement shall be construed as if it were mutually drafted. More than one copy of this Agreement may be signed, but all constitute one agreement.
13. Jurisdiction. To the extent permitted by law, jurisdiction and venue pertaining to any action arising from or pursuant to this Agreement shall be with the state courts in Ottawa County, Michigan.
14. Notices. Any notices shall be made in writing to either the addresses first written above, or such other address as may pertain to the subsequent owners of Parcels or their subsequent successors and assigns.

*[Signature page immediately following]*

[Signature page to Private Road Maintenance Agreement]

PARCEL 1 AND PARCEL 8:

\_\_\_\_\_  
Gerald Lee

\_\_\_\_\_  
Mary Lee

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Gerald and Mary Lee, acknowledging full authority to execute the same.

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

[Signature page to Private Road Maintenance Agreement]

PARCEL 2:

\_\_\_\_\_  
Michael D. Anderson

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Michael D. Anderson, acknowledging full authority to execute the same.

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

[Signature page to Private Road Maintenance Agreement]

PARCEL 3 AND PARCEL 4:

\_\_\_\_\_  
Patricia Hansma

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Patricia Hansma, acknowledging full authority to execute the same.

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

[Signature page to Private Road Maintenance Agreement]

PARCEL 5:

\_\_\_\_\_  
Steven R. Hansma

\_\_\_\_\_  
Michelle L. Hansma

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Steven R. Hansma and Michelle L. Hansma, acknowledging full authority to execute the same.

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

[Signature page to Private Road Maintenance Agreement]

PARCEL 6:

\_\_\_\_\_  
Jonathan Kuipers

\_\_\_\_\_  
Carla Kuipers

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Jonathan and Carla Kuipers, acknowledging full authority to execute the same.

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

[Signature page to Private Road Maintenance Agreement]

PARCEL 7:

Steven M. Goulooze Trust

By: \_\_\_\_\_  
Name: Steven M. Goulooze  
Its: Trustee

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Steven M. Goulooze, Trustee of the Steven M. Goulooze Trust, acknowledging full authority to execute the same.

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

Drafted by and when recorded return to:  
Steven J. Tjapkes  
FOSTER SWIFT COLLINS & SMITH PC  
1700 East Beltline NE, Suite 200  
Grand Rapids, MI 49525  
(616) 726-2200

**EXHIBIT A**  
PRIVATE ROAD

**EXHIBIT B**

LEGAL DESCRIPTIONS – PARCELS 1-8

PARCEL 1:

**(Parcel #: 70-10-03-100-010)**

PARCEL 2:

**(Parcel #: 70-10-03-100-026)**

PARCEL 3:

**(Parcel #: 70-10-04-200-014)**

PARCEL 4

**(Parcel #: 70-10-04-200-015)**

PARCEL 5

**(Parcel #: 70-10-04-200-012)**

PARCEL 6

**(Parcel #: 70-10-04-200-016)**

PARCEL 7

**(Parcel #: 70-10-04-200-017)**

PARCEL 8

[New split Parcel]

**(Part of Parcel #: 70-10-03-100-010)**

**EXHIBIT C**

**SURVEY DRAWING – ALL PARCELS AND EASEMENT**

(Attached)

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