

AMENDED AND RESTATED PRIVATE ROAD EASEMENT

This Amended and Restated Private Road Easement (the “**Easement**”) amends and restates the Declaration of Private Road Easement, Rights and Responsibilities dated December 22, 1994, and recorded at Liber 1929, Pages 291-297, in the Ottawa County Register of Deeds (the “**Original Easement**”). The Original Easement was between Michael Anderson as Developer and the fee owners of the Parcels 3 - 7 described on Exhibit A, attached hereto, as Grantee. This Easement is between the successors and assigns of the parties to the Original Easement whose names and addresses are as follows:

Parcel 1 and Parcel 8

Gerald and Mary Lee
14162 24th Ave NW
Marne, Michigan 49435

Parcel 2

Michael D. Anderson
2274 Hayes St NW
Marne, Michigan 49435

Parcel 3 and 4

Patricia Hansma
2490 Hayes St NW
Marne, Michigan 49435

Parcel 5

Steven R. Hansma and Michelle L. Hansma
14155 24th Ave NW
Marne, Michigan 49435

Parcel 6

Jonathan and Carla Kuipers
14111 24th Ave NW
Marne, Michigan 49435

Parcel 7

Steven M. Goulooze,
Trustee of the Steven M. Goulooze Trust
14095 24th Ave NW
Marne, Michigan 49435

The Original Easement grants and conveys to Grantees a perpetual access easement for the purpose of constructing, installing, maintaining, repairing, replacing, using, operating and improving paved and unpaved portions of the easement area as a private road, for motorized, non-motorized and pedestrian use, together with the right of ingress and egress to perform the foregoing purpose, on, over and across the Grantor’s property (as described on Exhibit B, the “**Grantor Parcels**”), and as described and depicted on the attached Exhibit C (the “**Easement Area**”).

This easement is subject to the following terms and conditions:

- A. Grantor hereby grants, transfers, establishes, and declares a nonexclusive, perpetual private driveway easement for ingress and egress, improved or unimproved, and for the installation, maintenance and repairs of any public and private utilities, over and across the Easement Area for the benefit of Parcels 1 and Parcels 3 – 8.
- B. The parties shall not plant any trees, shrubs or vegetation, nor construct, install, permit or maintain any permanent or temporary building, improvement, fence, sign or other structure, within the Easement Area.
- C. The parties shall have the right to access and enter upon the Easement Area and to control, maintain and use the easement as the Grantee deems reasonably necessary. The easement granted herein located within the Easement Area is also established as an easement for purposes of emergency and other public vehicles to access Parcels 1 and Parcels 3 -8.
- D. The parties shall be responsible for maintaining, including but not limited to snow removal, those portions of the Easement Area serving as a private road in accordance with the Private Road Maintenance Agreement between the parties.
- E. This instrument shall run with the land and be binding upon and inure to the benefit of the parties and their representatives, assigns or successors.

This easement is signed as of the date first provided above.

This easement is exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

[Signature page immediately following]

[Signature page to Amended and Restated Private Road Easement]

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 Amended and Restated Private Road Easement]

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 Amended and Restated Private Road Easement]

PARCEL 3 AND 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

Acting in _____ County, Michigan
My Commission Expires: _____

[Signature page to Amended and Restated Private Road Easement]

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
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

[Signature page to Amended and Restated Private Road Easement]

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: _____

EXHIBIT A

(Attached)

EXHIBIT C

GRANTOR PARCELS

(Attached)

EXHIBIT C

EASEMENT AREA

(Attached)