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OPEN SPACE PRESERVATION EASEMENT AGREEMENT

This Open Space Preservation Easement Agreement (the "**Agreement**") dated November 30, 2023, is entered into between **Westshore Condominium Association**, a Michigan nonprofit corporation, whose address is P.O. Box 2735, Douglas, Michigan 49406 ("**Association**"); **Douglas Property Development, LLC**, a Michigan limited liability company, whose address is 50 Crahen Avenue, N.E., Suite 200, Grand Rapids, Michigan 49525, for itself and its successor(s) and assign(s) ("**Developer**"); and the **City of the Village of Douglas**, a Michigan municipal corporation, whose address is 86 W. Center Street, Douglas, Michigan 49406 ("**City**") to establish an easement on the terms and conditions set forth below.

1. **Background.** Developer is the developer of a residential site condominium project known as Westshore Condominium which Developer has developed and constructed within a planned unit development (the "**Westshore PUD**") located in the City of the Village of Douglas, Allegan County, Michigan, and legally described on the attached **Exhibit A** ("**Westshore**"). Developer caused the Association to be established in order to administer Westshore and from time to time manage, maintain, repair and replace its common elements. The parties are entering into this Agreement to establish an easement on, over and under those portions of the Westshore general common element land as are legally described and designated as "Conservation Easement Area" on **Exhibit B** (the "**Burdened Parcel**") for the purpose of requiring the Burdened Parcel to remain as undeveloped open space in perpetuity. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

2. **Creation of Easement.** In return for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Developer hereby grants to the City a perpetual open space easement (the "**Easement**") over the Burdened Parcel as legally described and shown on **Exhibit B**. The Easement confers the following rights to the City and restrictions upon the Developer, its successors and assigns, the Association and all persons from time to time possessing an ownership interest in, or utilizing in the right of or with the permission of any such person, the Burdened Parcel:

The Association, and in the exercise of reserved or statutory rights within the Burdened Parcel, the Developer, shall cause the Burdened Parcel to remain undeveloped with no constructed improvements; provided however, that to the extent only as is permitted by and consistent with all applicable City Ordinances and all applicable Michigan environmental and wetlands laws, regulations, requirements and permits [including, to the extent applicable to any relevant portion

of the Burdened Parcel, Permit WRP033523, v.1, issued by the Michigan Department of Environment, Great Lakes and Energy ("EGLE")) and all amendments and replacements thereto, in every case as any of the foregoing then may be in effect (collectively, "**Applicable Regulations**"):

- (a) if, as is presently contemplated and required by City Ordinance 03-2012, as from time to time amended, the Developer constructs a non-motorized trail system within a perpetual non-motorized public trail easement to be granted to the City and located within portions of the Westshore PUD outside the boundaries of Westshore, this Easement shall not be construed to preclude or limit:
 - (i) the Developer's construction of trail extensions and installation of permanent related informational signage within the Burdened Parcel for nonintrusive uses, including, but not limited to, walking, biking, and cross-country skiing, by any person then possessing an ownership interest in, or utilizing as a resident, tenant or invitee of any such owner (collectively, each a "**Westshore User**"), and for access to that non-motorized public trail system, or, subsequent to such construction and installation having occurred, the exercise of any Association responsibility at appropriate regular intervals to inspect and maintain such trail extensions and signage; or,
 - (ii) to remove dead trees and foliage which may constitute a hazard or impediment to surface water drainage within the Burdened Parcel or as is otherwise necessary or advisable to maintain compliance with the Applicable Regulations;provided, that if after notice to the Association, the Association shall fail to timely perform any maintenance described in (i) or (ii) above, the City may perform such maintenance at the expense of the Association; and,
- (b) The Easement may be used by the City or, upon the issuance of all necessary permits therefor, the Association, for the installation, maintenance, repair and replacement of underground utilities.

3. **Other Terms.** This Easement does not grant or convey to City or members of the general public any right of ownership, possession, or use of the Burdened Parcel except as stated in this Agreement. Upon reasonable notice to the Association, the City and its authorized employees and agents may, but without any City obligation to do so or to make any maintenance or repair, enter upon and inspect the Easement to confirm that the Easement is being maintained in compliance with the terms of this Agreement. The Easement shall run with the land in perpetuity. This Agreement constitutes the complete final agreement of the parties concerning the Easement conferred hereby and is intended to be binding upon the successors and assigns of the Developer, any successor Association and all Westshore Users. Any amendment to this Agreement shall be effective only if, and when a writing, duly signed and acknowledged by the City, Developer and Association is recorded in the office of the Allegan County Register of Deeds.

This Easement was signed and is effective as of the date set forth above.

[Signature pages follow.]

Douglas Property Development, LLC,
a Michigan limited liability company
By: BDR Management, LLC, its Manager

By: [Signature]
Kevin Einfeld, Manager

STATE OF MICHIGAN)
)
COUNTY OF KENT)


The foregoing document was acknowledged before me on November 22nd, 2023, by Kevin Einfeld, as Manager of BDR Management, LLC, the Manager of Douglas Property Development, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]
* Amanda Taylor
Notary Public ~~Kent~~ Ionia County, Michigan
My Commission Expires: 9/2/2027

AMANDA L. TAYLOR
NOTARY PUBLIC, MICHIGAN
COUNTY OF IONIA
My Commission Expires 09-02-2027
Acting In the County of Kent




Westshore Condominium Association
a Michigan nonprofit corporation

By: 
Karen Pulick
Its: President

STATE OF MICHIGAN)
)
COUNTY OF ALLEGAN)

The foregoing document was acknowledged before me on November 27th, 2023, by Karen Pulick, as President of the Westshore Condominium Association, a Michigan nonprofit corporation, on behalf of the corporation.

ELIZABETH SCHREUR
Notary Public, State of Michigan
County of Ottawa
My Commission Expires 3-3-27
Acting in the County of Allegan


*
Notary Public Allegan County, Michigan
My Commission Expires: 3/3/27

The City of the Village of Douglas,
a Michigan municipal corporation

By: Cathy North 11/22/23
Cathy North
Its: Mayor

By: Laura Kasper 11/22/23
Laura Kasper
Its: City Clerk

STATE OF MICHIGAN)
)
COUNTY OF ALLEGAN)

The foregoing document was acknowledged before me on November 22, 2023, by Cathy North, the Mayor, and by Laura Kasper, the City Clerk of the City of the Village of Douglas, a Michigan municipal corporation, on behalf of the municipal corporation.

SEAN S. HOMOEN
Notary Public, State of Michigan
County of Ottawa
My Commission Expires Apr. 20, 2026
Acting in the County of Ottawa st

Allegan

*SEAN HOMOEN Ottawa
Notary Public, Allegan County, Michigan
My Commission Expires: Apr. 20, 2026

"Acting in the county of Ottawa Allegan"

Drafted by and when recorded return to:
Peter A. Schmidt
Varnum LLP
Bridgewater Place
333 Bridge Street, N.W.
Grand Rapids, MI 49504

#18243095

EXHIBIT A

Legal Description of Westshore

Part of the Northeast 1/4 of Section 17, Town 3 North, Range 16 West, City of the Village of Douglas, Allegan County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence N00°21' 57"E 350.00 feet along the East line of said Section to the Point of Beginning; thence N90°00'00"W 333.00 feet parallel with the East-West 1/4 line of said Section; thence N65°57'24"W 133.18 feet; thence N03°04'08"W 228.39 feet; thence N38°02'56"W 305.04 feet; thence N20°43'28"W 155.47 feet (the previous three courses being along the centerline of the Drainage Easement, recorded in Liber 3051, Page 506, Allegan County Records); thence N75°00'51"W 149.85 feet; thence S84°48'49"W 418.89 feet; thence N49°30'10"W 268.35 feet; thence N02°23'54"W 275.19 feet; thence S89°59'26"E 190.93 feet; thence N00°25'11"E 421.70 feet (the previous two courses being along the boundary of McVea Plat, Allegan County Records); thence S80°31'00"E 874.96 feet; thence S00°53'13"E 337.43 feet; thence S89°17'50"E 431.89 feet; thence S00°21'57"W 1052.88 feet along the East line of said Section to the Point of Beginning.

Also, commencing at the East 1/4 corner of said Section; thence N90°00'00"W 1005.80 feet along the East-West 1/4 line of said Section to the Point of Beginning; thence N00°27'10"E 140.00 feet to Reference Point A; thence N00°27'10"E 17 feet, more or less, to the centerline of a drain; thence Northwesterly and Southwesterly 577 feet, more or less, along said centerline to a line bearing N00°00'00"E from Reference Point B, said Reference Point B being N72°47'35"W 170.00 feet, N51°10'45"W 175.00 feet and S56°26'58"W 182.38 feet from Reference Point A; thence S00°00'00"W 7 feet, more or less, to said Reference Point B; thence S00°00'00"W 199.20 feet; thence S90°00'00"E 449.62 feet along said East-West 1/4 line to the Point of Beginning.

Contains 32 acres more or less. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for Ferry Street over the most Easterly 33 feet thereof. Also subject to highway right-of-way for 131st Avenue over the most Southerly 33 feet thereof.

EXHIBIT B

Burdened Parcel

[See Attached]

EXHIBIT "B"

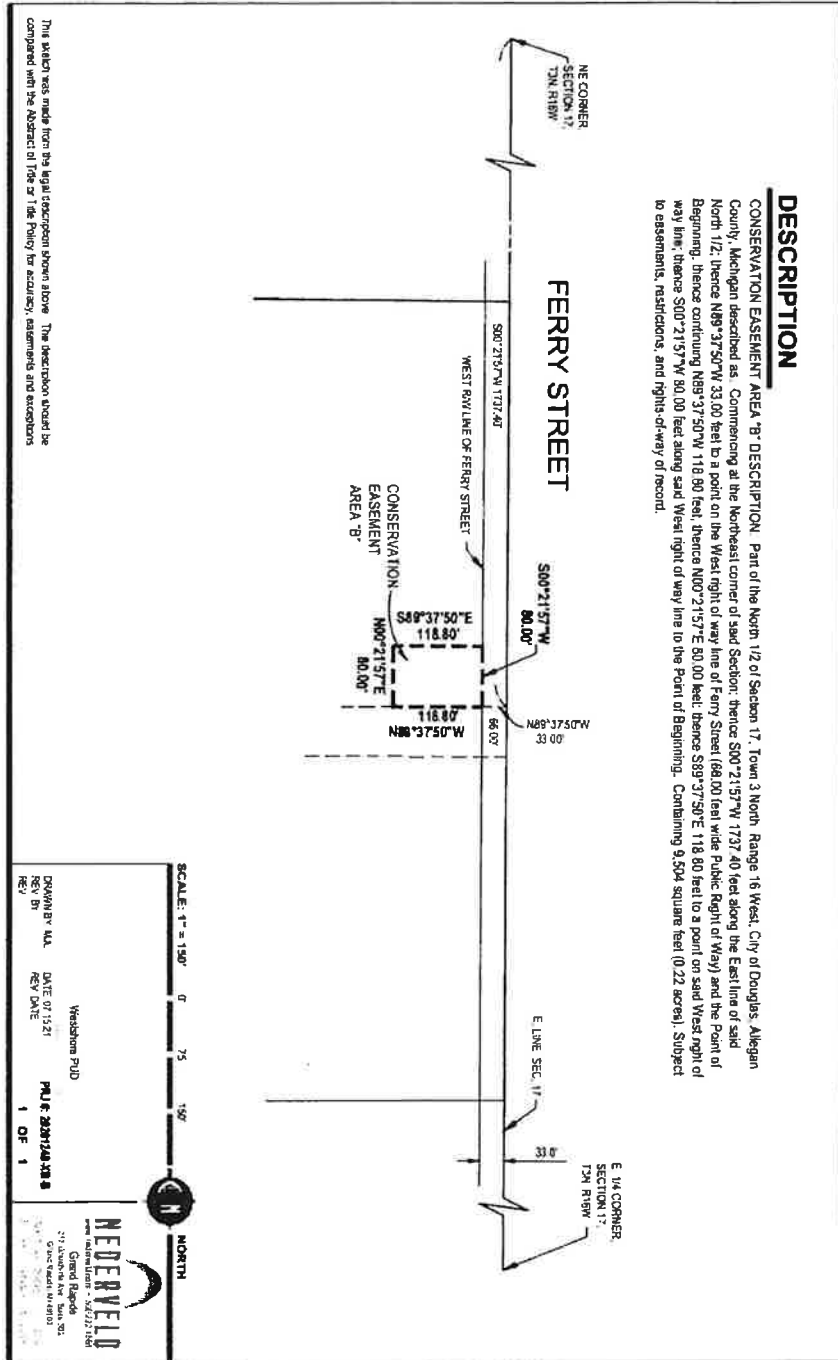
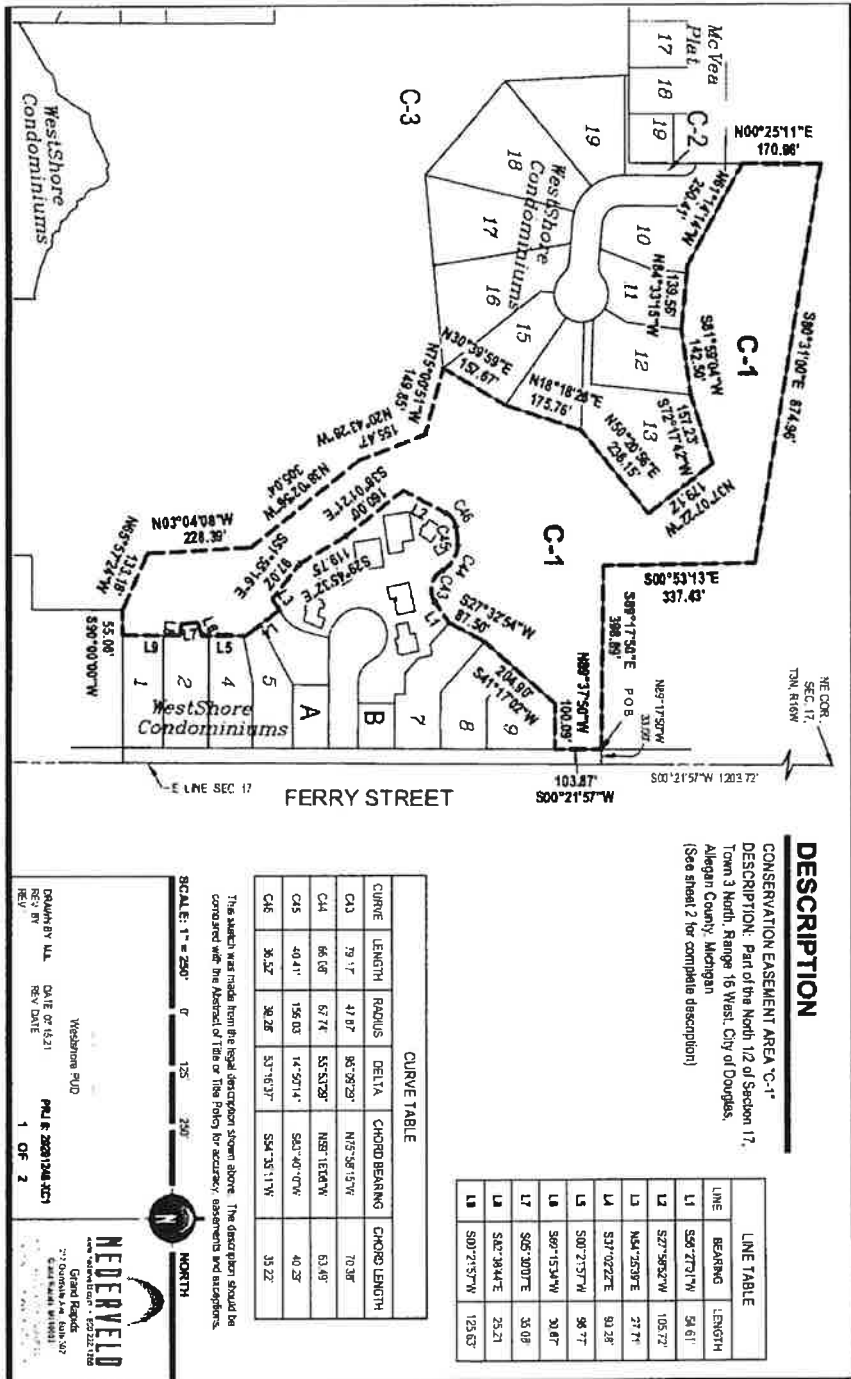


EXHIBIT "B"



DESCRIPTION

CONSERVATION EASEMENT AREA "C-1"
 DESCRIPTION: Part of the North 1/2 of Section 17,
 Town 3 North, Range 16 West, City of Douglas,
 Allegan County, Michigan
 (See sheet 2 for complete description)

LINE	BEARING	LENGTH
L1	S59°27'17"W	54.61'
L2	S77°56'52"W	105.72'
L3	N44°25'37"E	27.71'
L4	S37°02'22"E	93.28'
L5	S00°27'57"W	96.77'
L6	S66°15'34"W	30.87'
L7	S65°30'07"E	35.09'
L8	S82°38'44"E	25.21'
L9	S00°27'57"W	123.63'

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1A	79.1'	47.07'	96°38'29"	N75°38'15"W	70.36'
C1B	66.09'	67.74'	S57°53'29"	N87°16'18"W	63.49'
C1C	40.41'	156.03'	14°50'14"	S01°49'07"W	40.29'
C1E	36.52'	30.26'	S37°16'37"	S54°35'11"W	35.22'

This sketch was made from the legal description shown above. The description should be construed with the Manual of Titles or Title Policy for accuracy, easements and exceptions.

SCALE: 1" = 250'

0 125 250

NORTH

DRAWN BY: ULL
 DATE: 02/15/21
 REV: BY: [blank]
 REV: DATE: [blank]

Westshore PUD
 PUL & ASSOCIATES, PC
 1 OF 2
NEDERVELD
 Civil Engineers
 2710 Grandview Ave. SW
 Grand Rapids, MI 49508
 (616) 941-1111

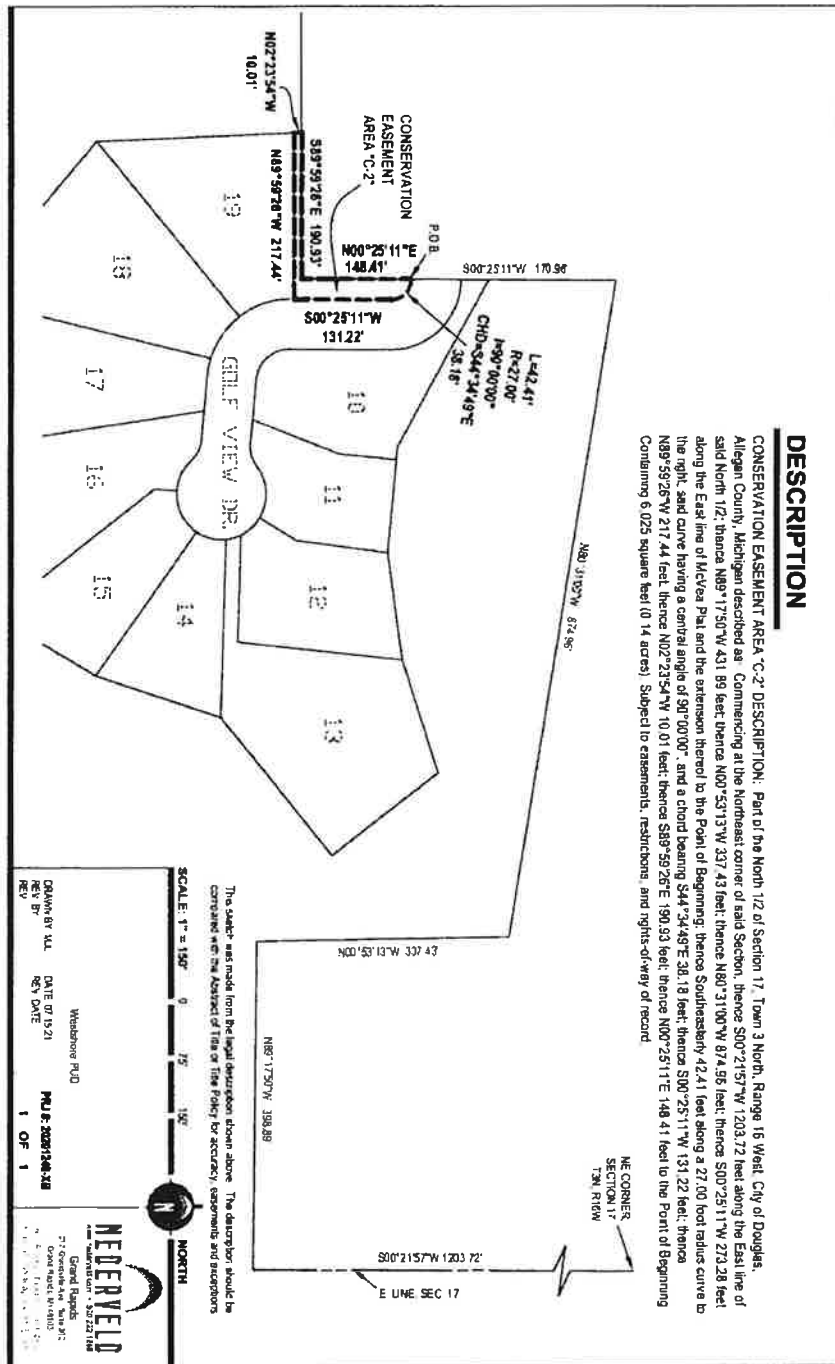
EXHIBIT " B "

DESCRIPTION

CONSERVATION EASEMENT AREA 10.1 DESCRIPTION: Part of the North 1/2 of Section 17, Town 3 North, Range 16 West, City of Douglas, Allegan County, Michigan described as: Commencing at the Northeast corner of said Section, thence S00°21'57"W 203.72 feet along the East line of said North 1/2; thence N89°17'50"W 33.00 feet to a point on the West, right of way line of Perry Street (66.00 feet wide Public Right of Way) and the Point of Beginning; thence S00°21'57"W 103.67 feet; thence N89°37'50"W 100.09 feet; thence S41°17'02"W 204.90 feet; thence S27°32'54"W 87.50 feet; thence S58°27'01"W 54.61 feet; thence Westerly 79.17 feet along a 47.67 foot radius curve to the right, said curve having a central angle of 95°09'29"; and a chord bearing N75°58'15"W 70.38 feet; thence Westerly 68.08 feet along a 67.74 foot radius curve to the left, said curve having a central angle of 55°53'29"; and a chord bearing N59°18'05"W 63.49 feet; thence Westerly 40.41 feet along a 156.03 foot radius curve to the left, said curve having a central angle of 14°50'14"; and a chord bearing S83°40'10"W 40.29 feet; thence Southwesterly 36.52 feet along a 39.28 foot radius curve to the left, said curve having a central angle of 53°18'37"; and a chord bearing S54°35'11"W 35.22 feet; thence S27°58'52"W 105.72 feet; thence S38°04'12"E 160.00 feet; thence S29°45'32"E 119.75 feet; thence S51°35'18"E 97.02 feet; thence N54°25'39"E 27.71 feet; thence S37°02'22"E 93.28 feet; thence S00°21'57"W 96.77 feet; thence S69°15'34"W 30.67 feet; thence S05°30'07"E 35.08 feet; thence S62°38'44"E 25.21 feet; thence S00°21'57"W 125.63 feet; thence S90°00'00"W 55.00 feet; thence N65°57'24"W 135.18 feet; thence N03°04'08"W 228.39 feet; thence N38°02'56"W 305.04 feet; thence N20°43'28"W 155.47 feet; thence N75°00'51"W 149.85 feet; thence N30°39'59"E 157.67 feet; thence N18°18'26"E 175.76 feet; thence N60°20'56"E 236.15 feet; thence N37°07'22"W 179.12 feet; thence S72°17'42"W 157.23 feet; thence S81°59'04"W 142.50 feet; thence N84°33'15"W 139.56 feet; thence N81°14'14"W 250.41 feet; thence N00°23'11"E 170.96 feet along the East line of McVee Plat and the extension thereof; thence S00°21'00"E 874.96 feet; thence S00°53'13"E 337.43 feet; thence S89°17'50"E 396.89 feet to the Point of Beginning, Containing 518.974 square feet (1.91 acres). Subject to easements, restrictions, and rights-of-way of record.

DRAWN BY: MLL REV. BY:	DATE: 07/15/21 REV. DATE:	Worksheet PUD PML & 20081144 ACT 2 OF 2	 Grand Rapids 2170 Parkside SW, Suite 200 Grand Rapids, MI 49503
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EXHIBIT "B"



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