

STATE OF MICHIGAN Allegan County
Joyce A. Watts Register of Deeds

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August 14, 2013 01:58:22 PM

Liber 3767 Page 331-337 EASE
FEE: \$32.00



Liber 3767 Page 331 #2013018409

EASEMENT AGREEMENT

This easement agreement is entered into effective on July 31, 2013, by and between PETER C. MARK, as Trustee of the PETER C. MARK TRUST under agreement dated 8/9/2013, of 225 Center Street, Douglas, Michigan 49406 (the "Trust"), and 229 CENTER STREET, LLC, a Michigan limited liability company, of 229 Center Street, P.O. Box 854, Douglas, Michigan 49406 ("Center Street"), with respect to the following facts and circumstances:

A. The Trust owns certain real property located in the City of the Village of Douglas, Allegan County, Michigan, which is more fully described on the attached Exhibit A as Parcel A (the "Trust Property").

B. Center Street owns certain real property located in the City of the Village of Douglas, Allegan County, Michigan, which is more fully described on the attached Exhibit A as Parcel B (the "Center Street Property"), which adjoins the Trust Property.

C. The Trust desires to obtain a non-exclusive access easement across the Center Street Property to allow ingress to and egress from the rear portion of the Trust Property.

The parties, therefore, each in consideration of the acts and promises of the other, agree as follows:

Section 1. Grant of Easement. Center Street hereby grants to the Trust a non-exclusive easement for the purposes of ingress to and egress from the Trust's Property (the "Easement"). The easement area is more fully described on the attached Exhibit B and depicted on the attached Exhibit C. This Easement shall benefit the Trust's Property and burden the Center Street Property. The parties agree that the Trust's agents, employees and invitees using the Easement to access the Trust's Property may not park in the parking lot located on the Center Street Property and adjoining the Easement area. Center Street reserves the right to re-locate the Easement area in the event it desires to reconfigure the location of the parking spaces in its parking lot as long as it does not eliminate The Trust's ability to use the Easement for ingress to and egress from the Trust's Property.

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03-14-13A11:00 RCVD

Lighthouse Title Douglas Em

Section 2. Maintenance and Repair. The parties agree that any roadway and parking lot located on the Easement shall be maintained regularly by the parties. Regular maintenance shall include, without limitation, the following: reasonable snowplowing; re-striping, filling potholes, and resurfacing or replacing the roadway as needed. The parties agree that the Trust shall share in the costs of maintaining and repairing the improvements in the Easement and its share shall constitute 50% of any necessary repairs, maintenance, or replacement costs.

Section 3. Damages. If damage to any of the roadway or parking lot improvements located on the Easement is caused solely by the negligent or intentional conduct of any person using the Easement pursuant to the authority of one of the parties or their successors or assigns (other than normal wear and tear), then that party or their successors or assigns granting such authority shall be liable for 100% of the cost of repairing such damage. If damage to the roadway or parking lot improvements located on the Easement is caused solely by the negligent or intentional conduct of any of the parties or their successors or assigns (other than normal wear and tear), then that party or their successors or assigns shall be liable for 100% of the cost of repairing such damage.

Section 4. Consideration. For the privileges provided in this agreement, the parties acknowledge that the consideration is the mutual rights and benefits to the parties resulting from the use and location of the roadway improvements located on the Easement as well as the parties' agreement to share in the costs incurred in maintaining these improvements servicing their properties. In addition, the Trust has paid Center Street the amount of \$40,000 in consideration of granting the Easement.

Section 5. Taxes. Each of the parties shall pay all taxes, charges, liens, and assessments, if any, against their respective real property as described above.

Section 6. Liability Insurance; Hold Harmless. The parties shall each acquire public liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) covering their use of the Easement. The parties agree to hold each other harmless with respect to any claims for damages or injuries to person or property arising solely out of the use by that party of the Easement or the use of the roadway by their licensees, invitees, employees, or agents. Neither party shall permit any nuisance to occur because of the location, maintenance, or use of the roadway located on the Easement.

Section 7. Confirmation of Title. The parties agree that each shall be deemed the respective owner of the real property that is described in this agreement as being owned by them. Neither party shall make any ownership claim against the other party's real property by virtue of this agreement or by virtue of the location or use of the Easement.

Section 8. Runs With the Land. The Easement granted hereunder shall run with the land and shall inure to the benefit of the parties' successors and assigns.

EXHIBIT A

Parcel A
(Trust Property)

The East 100 feet of the West 1958.62 feet of the North 233 feet of the Southwest ¼, Section 16, Town 3 North, Range 16 West, City of the Village of Douglas. Allegan County, State of Michigan.

03-59-016-039-20

Parcel B
(Center Street Property)

Land located in the City of the Village of Douglas. Allegan County, State of Michigan, and described as follows:

The East 100 feet of North 233 feet of West 475.2 feet of North 465.66 feet of Northeast Quarter of Southwest Quarter; Also West 30 feet of East 316.8 feet of West 792 feet of North 412.5 feet of Northeast Quarter of Southwest Quarter of Section 16, Town 3 North, Range 18 West.

03-59-016-042-00

Also:

The East 44.38 feet of the West 549.58 feet of the North 233 feet of the East 1/2 of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West.

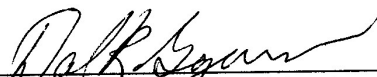
03-59-016-039-00

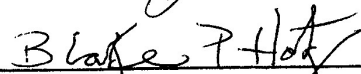
EXHIBIT B

Easement

Part of the Southwest 1/4, Section 16, Town 3 North, Range 16 West, City of the Village of Douglas, Allegan County, Michigan, described as: Commencing at the West 1/4 corner of said section; thence North 89°16'47" East 1821.93 feet along the East-West 1/4 line of said section to the Point of Beginning; thence continuing North 89°16'50" East 18.00 feet; thence South 00°02'13" East 159.40 feet parallel with the East line of the West 549.58 feet of the Northeast 1/4 of the Southwest 1/4 of said section; thence North 89°16'50" East 18.72 feet; thence South 00°02'13" East 20.00 feet along said East line; thence South 89°16'50" West 36.72 feet; thence North 00°02'13" West 179.40 feet to the Point of Beginning.

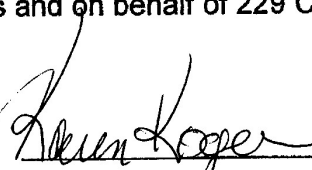
229 CENTER STREET, LLC

By: 
David R. Gregersen, Member

By: 
Blake P. Hotz, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on ~~July~~ ^{AUGUST} 9, 2013, by David R. Gregersen and Blake P. Hotz, as Members and on behalf of 229 CENTER STREET, LLC.



Prepared by and Return To:
Douglas R. MacDonald
Buckman MacDonald Bauer & Brown PC
217 East 24th Street, Suite 201
Holland, Michigan 49423
616/394-4276

Notary Public
Allegan County, Michigan
My Commission Expires: 11/10/18
Acting in Allegan County allegan

Copy to
+
Peter Mark
1540 N. Lakeshore Dr
Chicago, IL 60610

KAREN KOGER
Notary Public, State of Michigan
County of Allegan
My Commission Expires Nov. 10, 2018
Acting in the County of Allegan

Section 9. Freedom of Use. The parties and their successors and assigns agree that they shall not obstruct, impede, or interfere with the reasonable use of the Easement by any parties authorized to use the Easement for the purposes of ingress to and egress from their respective properties, nor shall the Trust or its successors and assigns obstruct, impede or interfere with the reasonable use of the parking spaces adjoining the Easement..

Section 10. Miscellaneous. This document contains the entire agreement between the parties and supersedes any prior understandings or agreements between them respecting the subject matter hereof. No changes, additions, or qualifications to the terms of this agreement shall be made or be binding unless made in writing and signed by the parties or their successors and assigns. In the event any of the provisions of this agreement are determined to be illegal or unenforceable, the remaining provisions hereof shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This agreement shall be subject to and governed by the laws of the State of Michigan.

The parties have signed duplicate counterparts of this agreement on the date first written above.

PETER C. MARK TRUST

By: 
Peter C. Mark, Trustee

STATE OF MICHIGAN)
) ss.
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on ^{August} ~~July~~ 9, 2013, by Peter C. Mark, as Trustee and on behalf of the PETER C. MARK TRUST.



KAREN KOGER
Notary Public, State of Michigan
County of Allegan
My Commission Expires Nov. 10, 2018
Acting in the County of Allegan

Notary Public
Allegan County, Michigan
My Commission Expires: 11/10/18
Acting in Allegan County Allegan

Exhibit C

