

CASCO TOWNSHIP PLANNING COMMISSION
REGULAR MEETING
March 20, 2024
6:00 PM
Casco Township Hall

1. Call to order
2. Review / Approval of Agenda
3. Public Comment - items **NOT** on the Agenda (please keep comments to 2 minutes)
4. Acknowledge/read correspondence received
5. Approval of minutes:
 - a. 1/20/24 meeting
6. Public hearing – none
7. New Business:
 - a. Brian DeBest, discuss possible text amend to allow storage/office in AG zone or conditional rezone to C-2 for storage office; 107 72nd St 02-031-006-01
 - b. Final private road approval – 700 Blue Star, Sun Bluff Court, Basel Aqel
 - c. Master Plan exercise – go over plan and discuss, *Planner needs info*
 - d. Any other business that may come before the commission
8. Old Business:
 - a. Signs, text discussion
 - b. Cisco – measure water table, go over his process
 - c. Any other business that may come before the commission
9. Administrative Reports
 - a. Zoning Administrator - State law regarding alternative energy – Ron preparing a memo...
 - b. Township Board representative
 - c. Zoning Board of Appeals representative
10. General Public Comment (2 minutes each)
11. Adjourn

Special meeting Wed March 27, 2024 6:00PM

Next regular meeting date Wednesday April 17, 2024 6:00PM

Memorandum: Casco Township Zoning Board of Appeals
Date: February 28, 2022
From: Tasha Smalley, Zoning Administrator
RE: STAFF REPORT – Final Site Plan Review – Private Road

Meeting date: Wednesday March 20, 2024 6:00 PM

Owner: Basel Aqel
Mailing Address: 5090 Quiggle Ave, Ada MI 49301

Subject Property: V/L (700) Blue Star Hwy
Parcel #: 0302-063-005-10

LR-A Lakeshore Residential District

7.03 District Regulations

Minimum lot area – 30,000 sq ft

Minimum lot width – 125 feet

Front setback – 50 feet

Water side – EGLE setback

Side setback – 25 feet

Rear setback – 50 feet

Maximum building height 35 feet

Analysis

Property 0302-063-005-10 is a legal conforming lot of record
Lot area: 150x1295 4.4 acres

A variance was granted on 10-25-21 to lessen the required 66 feet of right-of-way easement to 33 feet. At the time of the request the road was to serve 4 parcels, but the health department is only approving 2 septic/well systems. This application is for 2 parcels.

Private Road Name: Sun Bluff Court
Private Road to serve 2 parcels
Right-of-way: 33 feet in width; zba 10-25-21
Length: approx 592ft

Preliminary approval was given March 16, 2022. The road is constructed and per 3.26E#6 the applicant shall request final approval.

#E6a. I did an on-site inspection on Feb 20, 2024; from the on-site inspection, the road appears to be in the correct location and improved surface is correct width.

#E6b. Road name sign and stop sign- posts installed, sign not up yet (will be installed 3/14)

#E6c. A utility plan was not required per some of the relaxed standards. The utilities are/will be within the 33 feet of easement (in maintenance agreement)

#E6d&e copy enclosed (has been sent to county to be recorded)

#E6f. n/a

3.26J#1&2

#1 – I did an on-site inspection, Feb 20, 2024

#2 – letter from the surveyor was provided and as built drawing

February 12th, 2024

Basel Aqel
1446 60th Street
Fennville, MI 49408

Re: Private Road Certification – Casco Township, Allegan County

Merritt Midwest, Inc has inspected the Private Drive off of Blue Star Highway, located in Section 13, Town 1 North, Range 17 West, Casco Township, Allegan County, Michigan on December 5th, 2023.

The drive was inspected at 150' intervals starting near Blue Star Highway and continuing to the end (\pm 750 feet) of the private drive. The drive was found to be at a minimum 20 feet in width for a gravel base. The gravel base had a depth of 6 inches to 8 inches and the subbase consisted of 12 inches or more of Class II sand. The overall road is well compacted, no potholes or ruts, no standing water with good drainage.

Based on Casco Private Road Design Requirements your private road meets the minimum road width requirements and the minimum requirements for depth of gravel base and depth of Class II subbase material. Therefore based on the soil borings information obtained, Merritt Midwest can certify that the property is served by a gravel drive which is in compliance with the Casco Township Zoning Ordinance for a Private Road serving 4 lots or less.

If you have any questions or need any additional information, please do not hesitate to contact our office.

Sincerely,



Rob Pirsein
Merritt Midwest, Inc.

CERTIFICATE OF SURVEY

BLUE STAR MEMORIAL HWY. (66' R/W)

NE CORNER,
SEC. 13, T1N, R17W

E. LINE - NE 1/4
N.00°00'00"E. 1964.76'

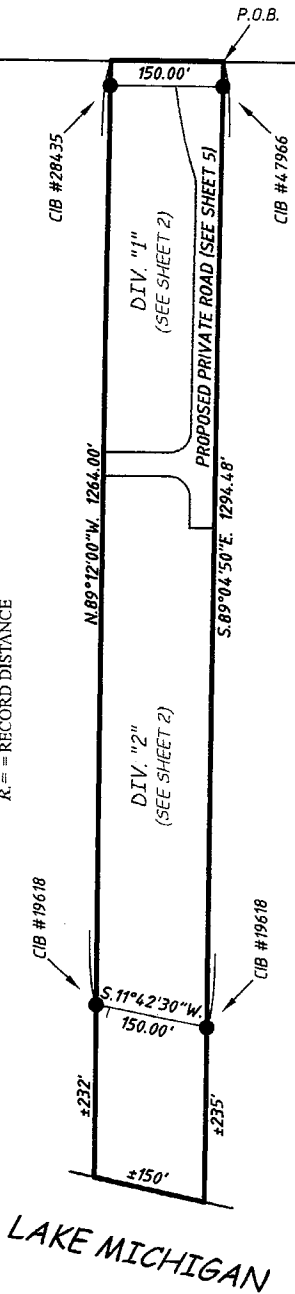
E. 1/4 POST,
SEC. 13, T1N, R17W

N.00°00'00"E. 525.96'
E. LINE - NE 1/4

DESCRIPTION "PARENT PARCEL":
BEGINNING ON THE EAST LINE OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 17 WEST, CASCO TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, AT A POINT 525.96 FEET NORTH OF THE EAST QUARTER POST OF THE SECTION; THENCE NORTH ON THE SECTION LINE, 150.00 FEET; THENCE NORTH 89°12'00" WEST, 1264.00 FEET TO A POINT ON AN INTERMEDIATE TRAVERSE LINE ALONG LAKE MICHIGAN; THENCE SOUTH 11°42'30" WEST ON SAID TRAVERSE LINE, 150.00 FEET; THENCE SOUTH 89°04'50" EAST, 1294.48 FEET TO THE PLACE OF BEGINNING TOGETHER WITH ALL LAND LYING BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND THE NORTH AND SOUTH LINES EXTENDED TO LAKE MICHIGAN, CONTAINING 5.15 ACRES OF LAND MORE OR LESS.

LEGEND

- = FOUND SURVEY MARKER
- = FOUND CONCRETE MONUMENT
- = SET 1/2" CIB #22436
- = SET 3" WOOD STAKE
- P. = PLATTED DISTANCE
- M. = MEASURED DISTANCE
- R. = RECORD DISTANCE



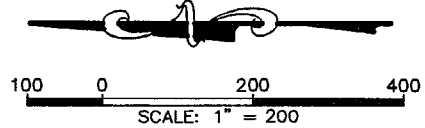
**SEE SHEETS 2-6 FOR
PROPOSED LAND DIVISION**

E. 1/4 POST, SEC. 13
T1N, R17W, CASCO TWP.
ALLEGAN COUNTY, MICHIGAN
FOUND 3/4" BAR IN MON. BOX
MAG NAIL IN E. SIDE OF POWER POLE N.45°W. 43.30'
MAG NAIL IN W. SIDE OF W'LY POST OF McINTOSH CELLARS SIGN S.45°E. 46.15'
MAG NAIL IN SE SIDE OF 12" MAPLE N.55°E. 81.13'
MAG NAIL IN E. SIDE OF POWER POLE S.50°W. 172.81'
A-6, TOWN 1 NORTH, RANGE 16 WEST, SOUTH 78.55'

NE CORNER, SEC. 13
T1N, R17W, CASCO TWP.
ALLEGAN COUNTY, MICHIGAN
FOUND REMON IN MON. BOX
NAIL & TAG IN NW SIDE OF POWER POLE N.42°E. 71.30'
MAG NAIL IN E. SIDE OF 20" PINE N.20°W. 92.30'
MAG NAIL IN N. SIDE OF 28" MAPLE N.88°W. 34.69'
MAG NAIL IN SW SIDE OF POWER POLE S.40°E. 78.66'
A-5, TOWN 1 NORTH, RANGE 16 WEST, SOUTH 81.65'

LAKE MICHIGAN

(Signature)
RONALD LEE HARNER, PS #4001022436



I HEREBY CERTIFY THAT I HAVE, OR UNDER MY DIRECTION, SURVEYED AND MAPPED THE LAND ABOVE SHOWN AND DESCRIBED ON 01/14/22 AND THAT THE ERROR OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SAID SURVEY IS NOT GREATER THAN 1:5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

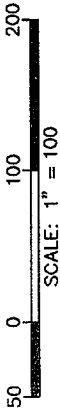
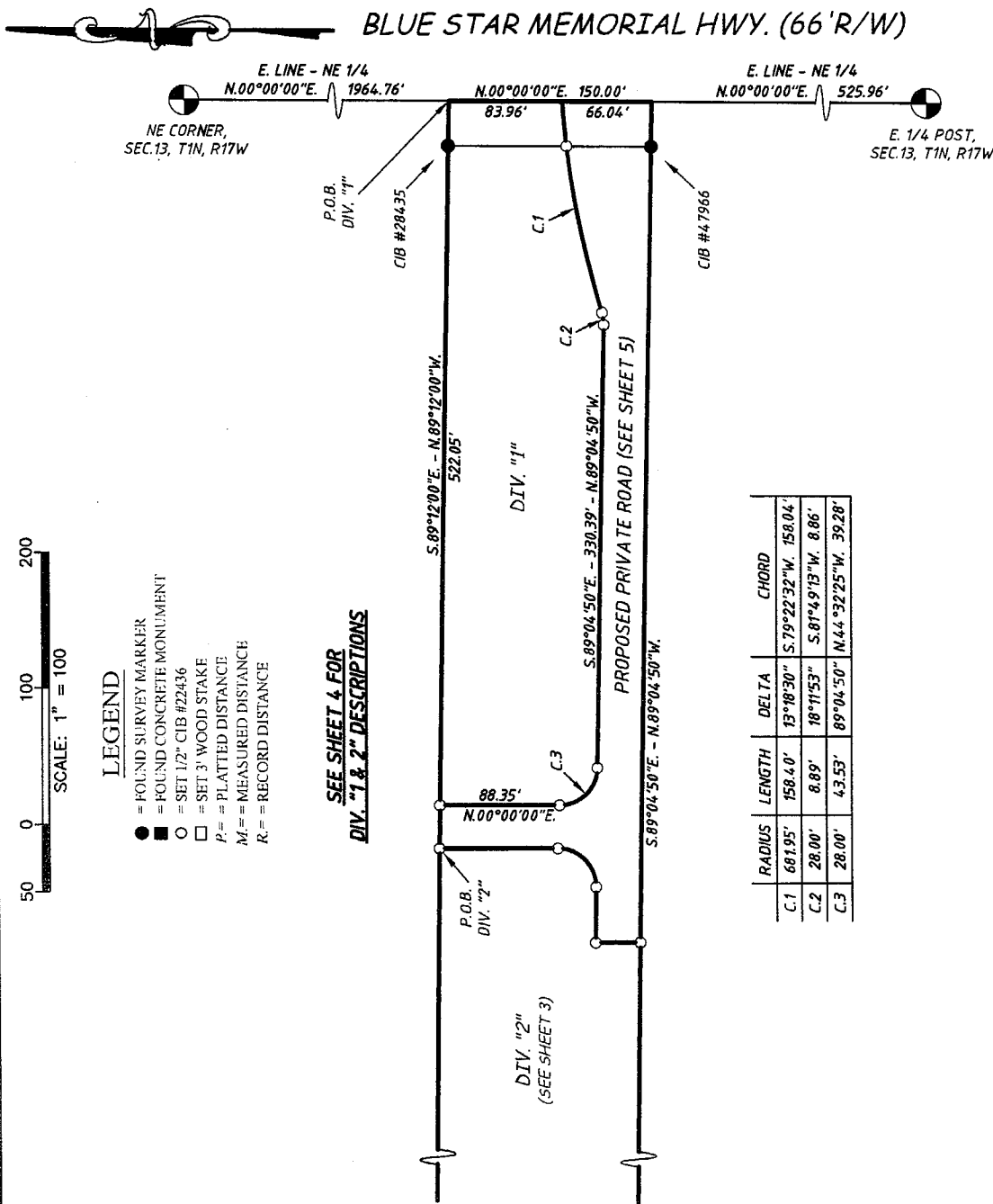
CERTIFIED TO:	
BASEL AQEL	
DRAWN BY: NWS	
DATE: 01/14/22	REVISED: 02/26/24
SCALE: 1" = 200'	
SECTION 13 T. 1 N. R. 17 W.	



13560 76TH STREET
SOUTH HAVEN, MI. 49090
(P) 269-637-9205
(F) 269-637-9206
INFO@MERRITTMIDWEST.COM
SHEET 1 OF 6
PROJECT NO: 20-295

CERTIFICATE OF SURVEY

BLUE STAR MEMORIAL HWY. (66' R/W)



LEGEND

- = FOUND SURVEY MARKER
- = FOUND CONCRETE MONUMENT
- = SET 1/2" CIB #22436
- = SET 3" WOOD STAKE
- P = PLATTED DISTANCE
- M = MEASURED DISTANCE
- R = RECORD DISTANCE

**SEE SHEET 4 FOR
DIV. "1 & 2" DESCRIPTIONS**

RADIUS	LENGTH	DELTA	CHORD
C.1	601.95'	13°18'30"	S.79°22'32"W. 158.04'
C.2	28.00'	18°11'53"	S.81°49'13"W. 8.86'
C.3	28.00'	89°04'50"	N.44°32'25"W. 39.28'

RONALD LEE HARNER, PS #4001022436

I HEREBY CERTIFY THAT I HAVE, OR UNDER MY DIRECTION, SURVEYED AND MAPPED THE LAND ABOVE SHOWN AND DESCRIBED ON 01/14/22 AND THAT THE ERROR OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SAID SURVEY IS NOT GREATER THAN 1:5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

CERTIFIED TO:

BASEL AQEL

DRAWN BY: NWS

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SCALE: 1" = 100'

SECTION 13 T. 1 N. R. 17 W.



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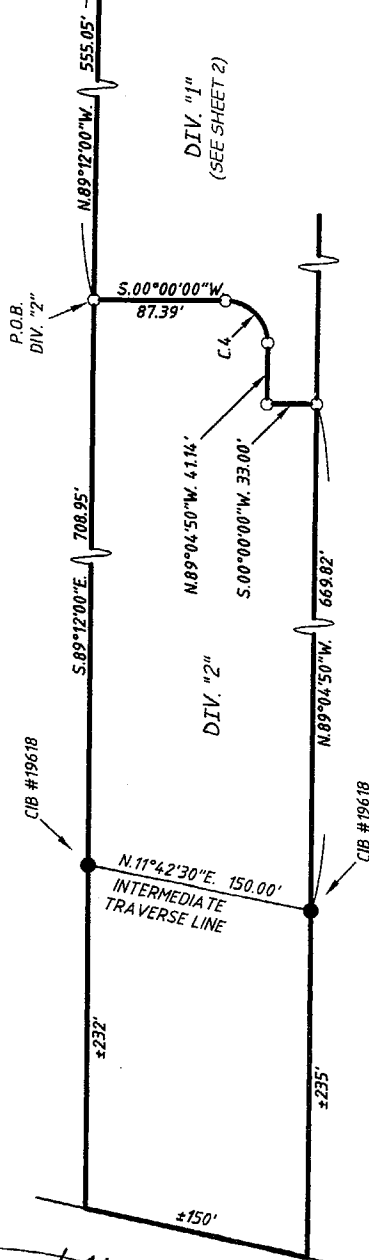
SHEET 2 OF 6
PROJECT NO: 20-295

CERTIFICATE OF SURVEY

BLUE STAR MEMORIAL HWY. (66' R/W)

NE CORNER,
SEC. 13, T1N, R17W
E. LINE - NE 1/4
N.00°00'00"E. 1964.76'
E. 1/4 POST,
SEC. 13, T1N, R17W
E. LINE - NE 1/4
N.00°00'00"E. 675.96'

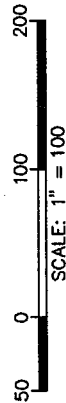
**SEE SHEET 4 FOR
DIV. "1" & "2" DESCRIPTIONS**



RADIUS	LENGTH	DELTA	CHORD
C.4	44.43'	90°55'10"	S.45°27'35\"W. 39.91'

LEGEND

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- = FOUND CONCRETE MONUMENT
- = SET 1/2" CIB #22436
- = SET 3" WOOD STAKE
- P. = PLATTED DISTANCE
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RONALD LEE HARNER, PS #4001022436
 LAKE MICHIGAN

I HEREBY CERTIFY THAT I HAVE, OR UNDER MY DIRECTION, SURVEYED AND MAPPED THE LAND ABOVE SHOWN AND DESCRIBED ON 01/14/22 AND THAT THE ERROR OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SAID SURVEY IS NOT GREATER THAN 1:5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

CERTIFIED TO:	
BASEL AQEL	
DRAWN BY: NWS	
DATE: 01/14/22	REVISED: 02/26/24
SCALE: 1" = 100'	
SECTION 13 T. 1 N. R. 17 W.	



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SHEET 3 OF 6
PROJECT NO: 20-295

Name: CASCO13 R17W AQEL TOPO.dwg

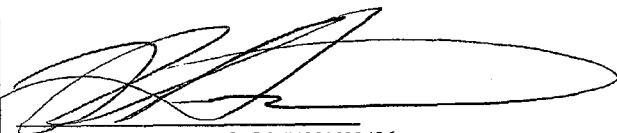
CERTIFICATE OF SURVEY

DESCRIPTION DIV. "1":

COMMENCING AT THE EAST QUARTER POST OF SECTION 13, TOWN 1 NORTH, RANGE 17 WEST, CASCO TOWNSHIP, ALLEGAN COUNTY, MICHIGAN; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 675.96 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH, 83.96 FEET; THENCE 158.40 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 681.95 FEET, A DELTA ANGLE OF 13°18'30", AND A CHORD THAT BEARS SOUTH 79°22'32" WEST WITH A CHORD LENGTH OF 158.04 FEET; THENCE 8.89 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 18°11'53", AND A CHORD THAT BEARS SOUTH 81°49'13" WEST WITH A CHORD LENGTH OF 8.86 FEET; THENCE NORTH 89°04'50" WEST, 330.39 FEET; THENCE 43.53 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 89°04'50", AND A CHORD THAT BEARS NORTH 44°32'25" WEST WITH A CHORD LENGTH OF 39.28 FEET; THENCE NORTH, 88.35 FEET; THENCE SOUTH 89°12'00" EAST, 522.05 FEET TO THE PLACE OF BEGINNING. CONTAINING 1.32 ACRES (57,463 SQUARE FEET) OF LAND MORE OR LESS.

DESCRIPTION DIV. "2":

COMMENCING AT THE EAST QUARTER POST OF SECTION 13, TOWN 1 NORTH, RANGE 17 WEST, CASCO TOWNSHIP, ALLEGAN COUNTY, MICHIGAN; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 675.96 FEET; THENCE NORTH 89°12'00" WEST, 555.05 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH, 87.39 FEET; THENCE 44.43 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 28.00 FEET, A DELTA ANGLE 90°55'10". AND A CHORD THAT BEARS SOUTH 45°27'35" WEST WITH A CHORD LENGTH OF 39.91 FEET; THENCE NORTH 89°04'50" WEST, 41.14 FEET; THENCE SOUTH, 33.00 FEET; THENCE NORTH 89°04'50" WEST, 669.82 FEET TO AN INTERMEDIATE TRAVERSE LINE ALONG LAKE MICHIGAN; THENCE NORTH 11°42'30" EAST ALONG SAID TRAVERSE LINE, 150.00 FEET; THENCE SOUTH 89°12'00" EAST, 708.95 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH ALL LAND LYING BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND THE NORTH AND SOUTH LINES EXTENDED TO LAKE MICHIGAN. CONTAINING 3.02 ACRES (131,555 SQUARE FEET) OF LAND MORE OR LESS.



RONALD L. HARNER, PS #4001022436

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CERTIFIED TO:

BASEL AQEL

DRAWN BY: NWS

DATE: 01/14/22 REVISED: 02/26/24

SCALE: 1" = 200'

SECTION 13 T. 1 N. R. 17 W.



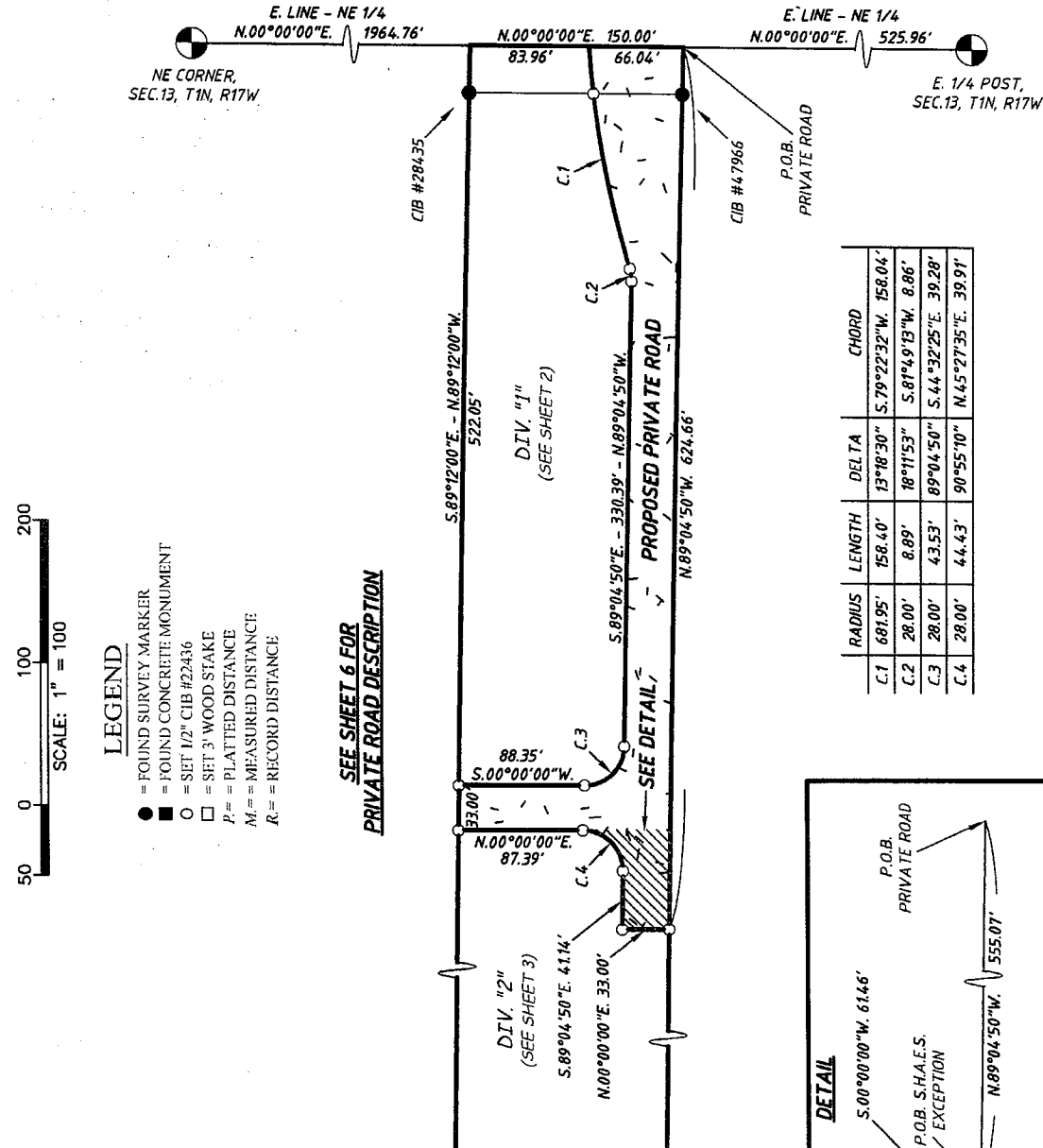
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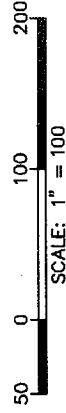
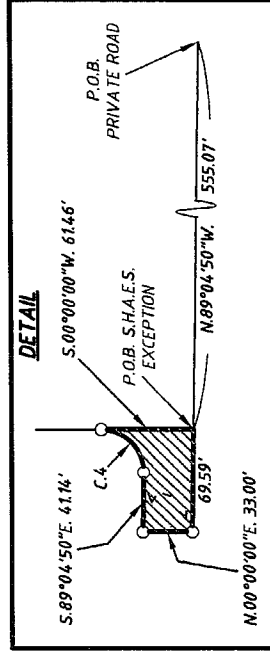
SHEET 4 OF 6
PROJECT NO: 20-295

CERTIFICATE OF SURVEY

BLUE STAR MEMORIAL HWY. (66' R/W)



RADIUS	LENGTH	DELTA	CHORD
C.1	158.40'	13°18'30"	S.79°22'32\"W. 158.04'
C.2	28.00'	18°11'53"	S.81°49'13\"W. 8.86'
C.3	43.53'	89°04'50"	S.44°32'25\"E. 39.28'
C.4	44.43'	90°55'10"	N.45°27'35\"E. 39.91'



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**SEE SHEET 6 FOR
PRIVATE ROAD DESCRIPTION**

[Signature]
RONALD LEE HARNER, PS #4001022436

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BASEL AQEL	
DRAWN BY: NWS	
DATE: 01/14/22	REVISED: 02/26/24
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SECTION 13 T. 1 N. R. 17 W.	



13560 76TH STREET
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 (F) 269-637-9206
 INFO@MERRITTMIDWEST.COM
 SHEET 5 OF 6
 PROJECT NO: 20-295

File Name: CASCO13 R17W AQEL TOPO.dwg

CERTIFICATE OF SURVEY

DESCRIPTION PROPOSED PRIVATE ROAD:

COMMENCING AT THE EAST QUARTER POST OF SECTION 13, TOWN 1 NORTH, RANGE 17 WEST, CASCO TOWNSHIP, ALLEGAN COUNTY, MICHIGAN; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 525.96 FEET TO THE PLACE OF BEGINNING, SAID PLACE OF BEGINNING BEING 150.00 FEET SOUTH OF A POINT THAT IS 675.96 FEET NORTH OF SAID EAST QUARTER POST; THENCE NORTH 89°04'50" WEST, 624.66 FEET; THENCE NORTH, 33.00 FEET; THENCE SOUTH 89°04'50" EAST, 41.14 FEET; THENCE 44.43 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 90°55'10", AND A CHORD THAT BEARS NORTH 45°27'35" EAST WITH A CHORD LENGTH OF 39.91 FEET; THENCE NORTH, 87.39 FEET; THENCE SOUTH 89°12'00" EAST, 33.00 FEET; THENCE SOUTH, 88.35 FEET; THENCE 43.53 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 89°04'50", AND A CHORD THAT BEARS SOUTH 44°32'25" EAST WITH A CHORD LENGTH OF 39.28 FEET; THENCE SOUTH 89°04'50" EAST, 330.39 FEET; THENCE 8.89 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 18°11'53", AND A CHORD THAT BEARS NORTH 81°49'13" EAST WITH A CHORD LENGTH OF 8.86 FEET; THENCE 158.40 FEET AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 681.95 FEET, A DELTA ANGLE OF 13°18'30", AND A CHORD THAT BEARS NORTH 79°22'32" EAST WITH A CHORD LENGTH OF 158.04 FEET TO THE EAST SECTION LINE; THENCE SOUTH, 66.04 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THAT PART OF THE WEST END OF SAID PRIVATE ROAD WHICH IS TO BE DEDICATED FOR THE USE OF S.H.A.E.S. (SOUTH HAVEN AREA EMERGENCY SERVICES) VEHICLES AND PERSONEL, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER POST OF SECTION 13, TOWN 1 NORTH, RANGE 17 WEST, CASCO TOWNSHIP, ALLEGAN COUNTY, MICHIGAN; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 525.96 FEET TO A POINT BEING 150.00 FEET SOUTH OF A POINT THAT IS 675.96 FEET NORTH OF SAID EAST QUARTER POST; THENCE NORTH 89°04'50" WEST, 555.07 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89°04'50" WEST, 69.59 FEET; THENCE NORTH, 33.00 FEET; THENCE SOUTH 89°04'50" EAST, 41.14 FEET; THENCE 44.43 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 90°55'10", AND A CHORD THAT BEARS NORTH 45°27'35" EAST WITH A CHORD LENGTH OF 39.91 FEET; THENCE SOUTH, 61.46 FEET TO THE PLACE OF BEGINNING.



RONALD LEE HARNER, PS #4001022436

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CERTIFIED TO:

BASEL AQEL

DRAWN BY: NWS

DATE: 01/14/22 REVISED: 02/26/24

SCALE: 1" = 100'

SECTION 13 T. 1 N. R. 17 W.



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(P) 269-637-9205
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INFO@MERRITTMIDWEST.COM

SHEET 6 OF 6
PROJECT NO: 20-295

File Name: CASCO13 R17W AQEL TOPC.dwg

PRIVATE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is for the maintenance and repair of a certain private road easement (the "Private Road Easement"), pertaining to the private road commonly known as Sunbluff Court, off Blue Star Memorial Highway, located in Allegan County, Michigan, in Casco Township, the legal of which is set forth in **Exhibit A** attached hereto and made a part hereof. The conditions, terms and covenants expressed in this document shall run with each parcel served by Sunbluff Court (the "Private Road") and shall bind all current and successor owners of such parcels (the "Lot Owners").

WHEREAS, the Lot Owners own certain real property serviced by the Private Road (individually, "Lots"), and use and enjoy the benefit of the Private Road legally described in **Exhibit A**;

WHEREAS, it is the mutual desire of the Lot Owners that said Private Road be maintained in a safe and usable condition;

WHEREAS, it is the mutual desire of the Lot Owners to establish a method for the maintenance and repair of said Private Road and for the apportionment of the expense of such maintenance and repair among existing and future Lot Owners;

WHEREAS, it is the mutual intention of the Lot Owners that this Agreement constitute a covenant running with the land, binding upon each successive Lot Owner of all or any portion of the Lots along or serviced by the Private Road;

WHEREAS, the Lots which are encumbered by this Agreement are legally defined in **Exhibit B**;

WHEREAS, it is agreed that future lot owners or users will add their signatures to this Agreement;

NOW, THEREFORE, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. **Purpose.** The purposes of the Private Road Easement are: (a) to permit maintenance of the Private Road; (b) to provide for ingress and egress to all properties described in Exhibit A, attached; (c) to serve as a right of way for utility lines, pipes, and cables, including, but not limited to electric, telephone, gas, television, communication, water main, sanitary sewer and appurtenants to the foregoing whether above or below ground; and (d) to provide access for ingress and egress for emergency and other public vehicles for whatever public services are necessary.

2. **Parcel Division.** In the event any of the Lots are subdivided further, the Lot Owners, heirs, assigns and successors in interest of each such newly created parcel shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses shall be computed to reflect such newly created parcels.
3. **Cost Sharing.** The cost and expense of maintaining the Private Road shall be paid by the Lot Owners or the heirs, assigns and successors in interest. All costs, that may become necessary for repairs, and any property taxes, shall be divided equally among the Lots in the following way: if a home is on a piece of property, that property, for the purpose of this Agreement, shall constitute one Lot. That shall be the case even if the home is technically on a parcel larger than what is designated as one lot. To the extent, for example, a Lot Owner owns a home on a Lot and another vacant parcel, that Lot Owner shall be responsible for pro rata payment of dues and assessments for two Lots. To the extent a Lot Owner shares his or her ownership of a Lot (i.e. jointly owns the Lot), the dues and assessments shall be allocated however the Lot Owners deem appropriate to total one share per Lot. If there is more than one Lot Owner for a subject Lot, all Lot Owners shall be jointly and severally liable for the payment of the pro rata share for the subject Lot. Should any Lot fail to pay its pro rata share of costs and expenses as provided in this Agreement, then the Agent (defined below) shall be entitled, without further notice, to institute legal action for the collection of funds advanced on behalf of such Lot against all Lot Owners of the subject Lot in accordance with the provisions of Michigan Law, and shall be entitled to recover in such action, in addition to the funds advanced, interest thereon at the current judiciary rate of interest, until paid, and all costs and disbursements of such action, including actual attorney's fees.

No public funds of the Township are to be used to build, repair, or maintain the Private Road.

4. **Repairs and Maintenance.** The repairs and maintenance to be performed under this Agreement shall be limited to the following, unless the consent for additional work is agreed to by the Lot Owners:
 - a. Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement and related drainage facilities to permit all weather access. Repairs and maintenance under this Agreement shall include, but is not limited to snow plowing, filling of holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, maintaining any signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve the road.
 - b. Additional costs to be shared include electricity for the front gate, and for any other lighting features that may be agreed to by the Lot Owners on the Private Road.
5. **Extraordinary Repairs.** Any extraordinary repair required to correct damage to said road easement that results from action taken or contracted for by a particular Lot Owner or their successors in interest shall be paid for by the Lot Owner who caused the necessity for the

extraordinary repair. The repair shall be such as to restore the road to the condition existing prior to said damage.

6. **Agent.** Basel Aqel shall be the Road Agent (the "Agent") who shall obtain three bids from licensed contractors and shall determine, which of the three bids to accept, and shall then initiate the work. In the event that Basel Aqel ceases to own a Lot outlined in Exhibit A, Basel Aqel shall appoint a replacement Agent. In performing his or her duties, the Agent, as he or she anticipates the need for funds, shall notify the Lot Owners. The Lot Owners shall, within forty five (45) days, pay the Agent. Unless payment is made for an advance future repair or maintenance, the Agent shall not be required to maintain an account. Records of payments for repairs and maintenance shall be maintained for a period of five (5) years.
7. **Commencement of Repairs.** Repair and maintenance work on the Private Road shall be commenced when the Agent and Lot Owners agree that such work is needed. To the extent there are emergency repairs needed, the Agent, in his or her sole discretion, shall commence the repairs as needed.
8. **Liability.** Any liability of the Lot Owners for personal injury to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the Lot Owners for damage to the Property, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne by the Agent, not individually by the Lot Owners. The owner of the Private Road shall maintain necessary insurance as to cover any claims that may be made regarding the Private Road. The Owner shall indemnify the Lot Owners of any and all liability for injury or damage to the property within the subdivision when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.
9. **Effective Term.** The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land owned by each of the Lot Owners and each and every person who shall at any time own any portion of the property along the Private Roads. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the Lot Owners.
10. **Use of Private Road.** Lot Owners shall have use of the private road without any form of interference resulting from the actions of any other Lot Owner. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time not to exceed 8 daytime hours. No extended parking shall be permitted during the evening and night hours.
11. **Recording.** It is the purpose of the signatories hereto that this Instrument be recorded in the property records of this County, and intend that the obligation hereby created shall be and constitute a covenant running with the land and any subsequent purchaser of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regardless of form,

shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in paragraph 3 hereof, such remedy to be cumulative and in addition to other remedies provided in this Agreement and to all other remedies at law or in equity. The terms of this Agreement may be amended in writing in with the signature of all Lot Owners at that time.

12. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, the parties involved in the dispute agree to first attempt to resolve the dispute by holding a face-to-face meeting. Any resolution shall be memorialized in writing. To the extent a resolution cannot be reached at this initial meeting, the parties shall engage in mediation with a neutral third party. To the extent a resolution cannot be reached at the conclusion of said mediation, the complaining party may file an action with the appropriate Michigan court. The complaining party will be responsible to pay his or her own legal fees.
13. **Choice of Law.** This Agreement shall be governed by the laws of the State of Michigan.
14. **Invalidity.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected.
15. **Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which together, shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic mail in pdf format or by facsimile transmission. Any such transmission shall bind the party so executing and delivering this Agreement.

Prepared by:
Jordan D. Florian (P82253)
Kotz Sangster Wysocki, P.C.
317 Center Street
South Haven, MI 49090

When Recorded Return To:
Basel M. Aqel
5090 Quiggle Avenue SE
Ada, MI 49301

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