

*New Ore*  
Easement

LIBER 1361 PAGE 439

The Grantor, Rose Ella Cogar, whose address is 4570-44th Street, Holland Michigan 49423, hereby convey and warrant to the Grantees, Nathan M. Brooks and N. Lucille Brooks, husband and wife, whose address is 4564-44th Street Holland Michigan 49423 an easement for the benefit of the following described premises situated in the Township of Overisel, County of Allegan, and State of Michigan:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 North, Range 14 West, Overisel Township Allegan County, Michigan, described as beginning at a point being South 03 degrees 47 minutes 00 seconds East 660.00 feet as measured on the North and South 1/4 line of section 8 and on a line being parallel with the North line of Section 8 North 89 degrees 45 minutes 54 seconds East 549.00 feet from the North 1/4 corner of section 8; thence on a line parallel with the East line of the Northwest 1/4 of the Northeast 1/4 section 8 North 03 degrees 43 minutes 33 seconds West 164.99 feet; thence North 89 degrees 45 minutes 54 seconds East 793.52 feet; thence on the East line of the Northwest 1/4 of the Northeast 1/4 of section 8 South 03 degrees 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 793.52 feet to the point of beginning, containing 3.00 acres except any part taken, used or deeded for road purposes and being subject to any easements or other conveyances of record.

and which shall be referred to in this document as Parcel A. The easement is granted in the following described premises:

That part of the Northwest 1/4 of the Northeast 1/4 of section 8, Town 4 North, Range 14 West, Overisel Township, Allegan County, Michigan, described as beginning at a point on the North and South 1/4 line of section 8 being South 03 degrees 47 minutes 00 seconds East 330.00 feet from the North 1/4 corner of section 8; thence on a line parallel with the North line of section 8 North 89 degrees 45 minutes 54 seconds East 1343.76 feet; thence on the East line of the Northwest 1/4 of the Northeast 1/4 of section 8 South 03 degrees 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 793.52 feet; thence South 03 degrees, 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 549.90 feet to the North and South 1/4 line of section 8; thence North 03 degrees 47 minutes 00 seconds West 330.00 feet to the point of beginning, containing 7.159 acres except any part taken, used or deeded for road purposes and being subject to any easements or other conveyances of record.



The said easement is granted subject to the following terms and conditions:

1. Purpose: The purpose of this easement is to permit the owners of Parcel A to dig, maintain, operate, and/or replace a well in Parcel B. Such well may be jointly used by the owners of both Parcel A and Parcel B. The well shall be maintained by both parties, and both parties shall be equally liable for the maintenance of such well. If such well must be replaced, then the owners of Parcel A shall be liable for the replacement of such well, unless the owners of Parcel B also desire to utilize such well. If the owners of Parcel B desire to use such new well, then the owners of Parcel B shall be equally liable for the drilling or digging and installation of such new well, and for the maintenance of such new well also. The owners of Parcel A shall be liable for the repair and maintenance of any water line from Parcel B to Parcel A.

The further of this easement is to permit the construction of a driveway which may be used by the owners of Parcel A. Such driveway shall be located within such strip of property which is within twelve (12 ft) feet of the northern boundary between Parcels A and B, such strip being 793.52 feet in length. The cost of maintenance and construction of such driveway shall be shared equally and agreed to between the owners of Parcel A and Parcel B, unless the owners of Parcel B do not utilize such driveway, and then the cost of maintenance and construction of such driveway shall be the liability of the owners of Parcel A. Such driveway and well shall be used for residential purposes, including accessory residential uses such as water for guests, gardening, lawn sprinkling, and for such other purposes as may be considered to be in character with any home occupation upon the said premises, including but not limited to agricultural purposes on such Parcel.

2. Care: Reasonable care shall be taken not to harm any crops, landscaping, or other items of value upon Parcel B in the use of the said easement. If as a result of maintaining any water or electrical line, the premises must be dug up, the premises must be restored to their original condition by the party maintaining such utility lines. The owners of Parcel B shall take reasonable care not to harm the well, the electrical lines, and the water lines. Neither shall the owners of Parcel B dig a well or wells so as to cause any well constructed to benefit Parcel A to have a decreased or diminished water supply.

3. Effect: This easement and the said purposes for the said easements shall be for the benefit of the land and shall be binding upon the heirs, successors, and assigns of the parties, and shall be binding upon such individuals in perpetuity. This easement constitutes the entire agreement of the parties.

4. Failure: Failure by either party to pay there share of agreed maintenance and repair cost, will cause the non paying party to forfeit there rights to this agreement.

In consideration of: Exempt under MSA 7.456 (5) (a).



IN WITNESS THEREOF on this 13<sup>th</sup> day of August, 1992.

Witnesses as to Grantor:

[Signature]  
Jon P. Weston  
[Signature]  
Claire Zwick

Grantor:

[Signature]  
Rose Ella Cogar  
Rose Ella Cogar

Witnesses as to Grantees:

[Signature]  
Jon P. Weston  
[Signature]  
Alan G. Bareman

Grantees:

[Signature]  
Nathan M. Brooks  
[Signature]  
N. Lucille Brooks

STATE OF MICHIGAN )  
County of Ottawa ) SS

The foregoing easement was acknowledged before me this 13<sup>th</sup> day of August, 1992, Rose Ella Cogar, the Grantor, and Nathan M. Brooks and N. Lucille Brooks, husband and wife, the Grantees.

RECORDED

1992 SEP -9 PM 3:00

[Signature]  
REGISTER OF DEEDS  
S. J. FREEMAN, CLERK

[Signature]  
Notary Public

JON P. WESTON  
Notary Public, Ottawa County, Michigan  
My Commission Expires Oct. 5, 1993

Prepared By:  
Rose Cogar  
4570 44th  
Allegan MI 49010

