Form JDG11 (03/15)

United States Bankruptcy Court
Western District of Michigan
One Division Ave., N.
Room 200
Grand Rapids, MI 49503

IN RE: Debtor (name used by the debtor in the last 8 years, including married, maiden, trade, and address): **Carl L Blauwkamp** 13 Carousel Lane Holland, MI 49423 SSN: xxx−xx−7133 **Debtor**	**Case Number 14−05130−jwb** **Chapter 7** **Honorable James W. Boyd**

NOTICE TO PARTIES IN INTEREST OF HEARING

YOU ARE HEREBY NOTIFIED that a hearing will be held at the United States Bankruptcy Court, One Division Ave., N., 3rd Floor, Courtroom B, Grand Rapids, MI 49503 on **March 31, 2016** at **01:30 PM** to consider and act upon the following matter:

Trustee's Motion for Authority to Sell Real Property (1895 Russell Court, Holland, MI) (DN 227)

If you want the court to consider your views on this matter, attend the hearing on the date stated above.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

You or your attorney may wish to file a written response to the motion explaining your position. Any response shall be mailed to the Clerk of the United States Bankruptcy Court, One Division Ave., N., Grand Rapids, Michigan 49503, and should be received by the Clerk at least 7 (seven) days before the above hearing date. A copy of your responses should also be mailed upon the opposing party and his/her attorney.

If you or your attorney do not take these steps, the court may decide to grant the relief sought in the motion and may enter an order granting relief requested.

DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT

Dated: March 1, 2016

/S/
J. Koerth
Deputy Clerk

A copy of this notice returned to Lori L. Purkey, Esq. on March 1, 2016 for service upon the mailing matrix .

NOTICE IS HEREBY GIVEN THAT THE COURT MAY, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be accessed through the Bankruptcy Court's web site (www.miwb.uscourts.gov) provided the person has a PACER login and password, or by visiting the clerk's office of the United States Bankruptcy Court located at One Division Ave., N., 2nd Floor, Grand Rapids MI 49503. Information about a PACER login and password may be obtained by either calling PACER service center between 8:00 a.m. and 5:00 p.m. Monday through Friday, CST at (800) 676−6856 or via its web site at http://pacer.psc.uscourts.gov

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In re:

CARL L. BLAUWKAMP,

Debtor.

Case No. 14-05130
Chapter 7
Honorable James W. Boyd

TRUSTEE'S MOTION FOR AUTHORITY TO SELL REAL PROPERTY (1895 Russell Court, Holland, Michigan

NOW COMES Thomas R. Tibble, Chapter 7 Trustee, by and through his attorneys, Purkey & Associates, PLC, and pursuant to 11 U.S.C. § 363, and seeks approval of the sale of certain real property of the estate by stating as follows:

1. This Court has jurisdiction over the motion under 28 U.S.C. §157 and 1334.

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (N).

3. The authority upon which this motion is based is 11 U.S.C. §105 and 363 and Fed.R.Bankr.P. 6004 and L.B.R. 6004.

4. On July 31, 2014 (the "Petition Date"), Carl L. Blauwkamp (the "Debtor") filed a voluntary chapter 7 petition.

5. Thomas R. Tibble (the "Trustee") is duly appointed the Trustee in this chapter 7 proceeding.

6. On the Petition Date, the Debtor listed among his assets a membership interest in Lamar Land Company.

7. Lamar Land Company is a Michigan limited liability company and upon information and belief at the time of his bankruptcy filing, the Debtor owned 50% of the membership interests in Lamar Land Company.

8. Upon information and belief, the remaining 50% membership interest in Lamar Land Company is owned by George Holmes. George Holmes also filed a voluntary chapter 7 petition in this District, Case No. 14-04833 and Stephen Langeland is the duly appointed Trustee in that proceeding.

9. Upon information and belief, the only remaining assets of Lamar Land Company are three lots in an industrial park in Holland, Michigan.

10. On or about February 16, 2016, by written resolution, the current members of Lamar Land Company unanimously voted to dissolve Lamar Land Company and to transfer title of Lamar Land Company's known assets to its members. A copy of the Resolution is attached as Exhibit A.

11. On February 23, 2016, the required Certificate of Dissolution was filed with the State of Michigan and dissolution was effective immediately. A copy of the Certificate of Dissolution and evidence of its recording with the State of Michigan is attached as Exhibit B.

12. Pursuant to the terms of the Resolution the ownership of 1895 Russell Court has been transferred to Thomas R. Tibble, Trustee in the Estate of Carl Blauwkamp and Stephen Langeland, Trustee in the Estate of George Holmes.

13. The Trustee has received an offer to purchase one of the lots in the industrial park, commonly known as 1895 Russell Court, Holland, Michigan, and more particularly described as:

> Lot 6, Lamar Park, according to the Plat thereof recorded in Liber 15 of Plats, Pages 15 and 16, Allegan County Records.
>
> Tax Parcel # 0302-17-176-006 (the "Property")

14. Upon information and belief, there are no outstanding mortgages or liens against the Property, with the exception of liens for unpaid property taxes owed to Allegan County.

15. The Trustee engaged Nathan Genovese and Curt Carini of Carini and Associates (the "Brokers") as the real estate brokers for the Property. The Brokers' employment was approved by the Court.

16. The Property has been listed for sale since approximately May of 2015.

17. The Trustee has agreed to sell the Property, subject to court approval and receipt of a higher and better offer, to Art Talsma, or to an entity to be created by him (the "Purchaser"), for $50,000 on the terms and conditions set forth in a Purchase Agreement dated January 8, 2016, as modified by a Counter Offer and Addendum execute by the parties. Copies of the Purchase Agreement, Counter Offer and Addendum are attached as Exhibit C.

18. The net proceeds of the sale will be split equally between the Estate of George Holmes and the Estate of Carl Blauwkamp, after satisfaction of any debts of Lamar Land Company.

19. The Trustee believes that acceptance of the offer is in the best interest of the bankruptcy estate and seeks approval for the sale of the Estate's interest in the Property to the Purchaser on an "AS IS WHERE IS" basis, with no representation, warranties or guaranties of any kind, except for warranty of good and marketable title, pursuant to 11 U.S.C. §363.

20. The offer described above is the highest and best offer the Trustee has received. Under the circumstances, the Trustee believes the proposed sale is fair and reasonable, in the best interest of the bankruptcy estate and well within the Trustee's exercise of his business judgment.

21. The relevant sale terms can be summarized as follows:

a) PROPERTY: The property to be sold is lot 6 in an industrial park known as Lamar Park and is commonly known as 1895 Russell Court, Holland, Michigan identified more completely above.

b) SALE: The sale of the Property shall be to the Purchaser for $50,000, subject to receipt of higher and better offers. The opening bid shall be the offer of the Purchaser, with subsequent bids in increments of not less than $1,000.00.

Sale shall be on a cash basis, with the successful bidder being required to make an Earnest Money deposit of $5,000.00 on the date of the auction. No contingent bids shall be received. The Trustee reserves the right to accept a backup bid. Closing shall take place as soon as possible at a date mutually agreed upon by the Trustee and the Purchaser, but no later than 15 days after entry of the order approving the sale, and the total balance of the bid price shall be paid at closing.

c) TERMS: The Property will be sold "AS IS WHERE IS", without representation or warranty, express or implied, of any kind, nature or description, except for delivery of clear and marketable title to the Purchaser.

The Trustee is unaware of any liens against the Property and title work obtained by the Trustee discloses no liens, other than certain unpaid property taxes. The Property shall be sold free and clear of all liens, encumbrances, and/or claims therein, with said liens, encumbrances, and/or claims attaching to the sale proceeds, in the same order of validity, rank, and priority as now exists. Any and all liens, claims and encumbrances shall be discharged when a copy of a

subsequent Order Confirming Sale is entered by this Court and recorded with the appropriate authority in Allegan County, Michigan.

d) INSPECTIONS: Arrangements for inspection of the Property can be made by contacting the local real estate broker, Curt Carini of Carini at (616)393-0444.

22. The Trustee anticipates that the following claims will be paid from the sale proceeds at closing:

a) any property taxes due and property taxes prorated through closing for the current tax year and any assessments owed to Allegan County or the City of Holland;

b) commissions due to the Brokers of 6% of the sale price, and

c) ordinary and typical costs of sale, including but not limited to closing fees, title insurance and recording fees, and

d) any other costs incurred by the Estate in maintaining the Property;

23. Any person objecting to the validity, proprietary or legality, and/or having any objection of any kind to the sale described herein, shall file a written objection to the sale on or before three (3) business days before the date set for the hearing on this Motion and simultaneously serve copies on the attorney for the Trustee and the Trustee, the Office of the United States Trustee and any other party described below, at the addresses listed in this Motion and, in accordance with Federal Rule of Bankruptcy Procedure 6004(B).

24. The Trustee reserves the right to withdraw this Motion at any time prior to completion of the hearing thereon.

25. The Trustee request that the Notice of Hearing and a copy of the Motion be served by ordinary mail upon the following parties:

a) All parties on the court's Special Matrix.

b) Thomas R. Tibble, 2813 West Main Street, Kalamazoo, MI 49006;

c) Lori L. Purkey, Purkey & Associates, PLC, 5050 Cascade Road, S.E., Suite A, Grand Rapids, MI 49546;

d) The Office of the U.S. Trustee, 125 Ottawa N.W., Ste. 200R, Grand Rapids, Michigan 49503;

e) Art Talsma, c/o Resource Realty, 348 Waverly Suite 124, Holland, Michigan 49423, and

f) Listed on the Court's Public Sales.

WHEREFORE, the Trustee request that this Court:

A. enter an Order Confirming the Sale of the Property as set forth herein;

B. that Thomas R. Tibble, Trustee be authorized to take such actions, make such payments, including but not limited to, payment of real estate taxes, brokers fees, closing costs and any costs incurred by the Estate in maintaining the Property through the date of the sale;

C. that Thomas R. Tibble, Trustee be authorized to execute such documents as are reasonably necessary to effectuate said sale, and

D. that the Court grant such other relief as may be just and proper.

Dated: February ~~25~~ 29, 2016

PURKEY & ASSOCIATES, P.L.C.

By: / s / Lori L. Purkey

Lori L. Purkey (P39111)
5050 Cascade Road, SE, Suite A
Grand Rapids, MI 49546
(616) 940-0553
purkey@purkeyandassociates.com

EXHIBIT A

RESOLUTION ADOPTED BY UNANIMOUS WRITTEN

CONSENT OF THE MEMBERS IN LIEU OF MEETING

OF LAMAR LAND COMPANY

WHEREAS, 100% of the membership interests in Lamar Land Company, a Michigan limited liability company ("Lamar Land"), are now controlled by Thomas R. Tibble, Chapter 7 Trustee in the Estate of Carl Blauwkamp, Case No. 14-05130 and Stephen Langeland, Chapter 7 Trustee of the Estate of George Holmes, Case No, 14-04833, both pending in the United States Bankruptcy Court for the Western District of Michigan (collectively the "Members");

WHEREAS, to the Members knowledge the only assets of Lamar Land are three commercial development lots located in Holland Michigan and are commonly known as 1919 Russell Court, 1985 Russell Court and 1906 Lamar Court (the "Property");

WHEREAS, to the Members knowledge there are no creditors of Lamar Land Company, other than the local taxing authorities claims for property taxes and assessments, and

WHEREAS, the Members do by this writing consent to the following actions and adopt the following resolutions:

RESOLVED, that in the judgment of the Members it is desirable and in the best interest of Lamar Land that the company be dissolved;

RESOLVED, that the Members authorize and direct their counsel, Lori L. Purkey, of Purkey & Associates, PLC, to file the appropriate dissolution certificate with the State of Michigan;

RESOLVED, that the Members appoint Thomas R. Tibble as the member responsible and designated to handle the winding up of the affairs of the company;

RESOLVED, that the Property shall be deed to the members jointly.

RESOLVED, that notice of the dissolution of Lamar Land shall be provided to any known creditors in writing and to any unknown creditors in accordance to MCL 450.4806 and 450.4807.

This Resolution is executed by all members of Lamar Land Company.

Dated: February _____, 2016

_____
Thomas R. Tibble, Chapter 7 Trustee for the Estate of Carl Blauwkamp

Dated: February 16, 2016

_____
Stephen Langeland, Chapter 7 Trustee for the Estate of George Holmes

RESOLUTION ADOPTED BY UNANIMOUS WRITTEN

CONSENT OF THE MEMBERS IN LIEU OF MEETING

OF LAMAR LAND COMPANY

WHEREAS, 100% of the membership interests in Lamar Land Company, a Michigan limited liability company ("Lamar Land"), are now controlled by Thomas R. Tibble, Chapter 7 Trustee in the Estate of Carl Blauwkamp, Case No. 14-05130 and Stephen Langeland, Chapter 7 Trustee of the Estate of George Holmes, Case No, 14-04833, both pending in the United States Bankruptcy Court for the Western District of Michigan (collectively the "Members");

WHEREAS, to the Members knowledge the only assets of Lamar Land are three commercial development lots located in Holland Michigan and are commonly known as 1919 Russell Court, 1985 Russell Court and 1906 Lamar Court (the "Property");

WHEREAS, to the Members knowledge there are no creditors of Lamar Land Company, other than the local taxing authorities claims for property taxes and assessments, and

WHEREAS, the Members do by this writing consent to the following actions and adopt the following resolutions:

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RESOLVED, that the Members authorize and direct their counsel, Lori L. Purkey, of Purkey & Associates, PLC, to file the appropriate dissolution certificate with the State of Michigan;

RESOLVED, that the Members appoint Thomas R. Tibble as the member responsible and designated to handle the winding up of the affairs of the company;

RESOLVED, that the Property shall be deed to the members jointly.

RESOLVED, that notice of the dissolution of Lamar Land shall be provided to any known creditors in writing and to any unknown creditors in accordance to MCL 450.4806 and 450.4807.

This Resolution is executed by all members of Lamar Land Company.

Dated: February 16, 2016

Thomas R. Tibble, Chapter 7 Trustee for the Estate of Carl Blauwkamp

Dated: February _____, 2016

Stephen Langeland, Chapter 7 Trustee for the Estate of George Holmes

EXHIBIT B

LARA
Department of Licensing and Regulatory Affairs

MICHIGAN.GOV
Michigan's Official Web Site

LIMITED LIABILITY COMPANY DETAILS

Searched for: LAMAR LAND COMPANY, LLC
ID Num: B2915A
Name:LAMAR LAND COMPANY, LLC
Type: Domestic Limited Liability Company
Resident Agent: PAUL M VANBEEK
Registered Office Address: 4404 CENTRAL PKWY HUDSONVILLE MI 49426
Mailing/Office Address:
Formation/Qualification Date:5-16-2001
Jurisdiction of Origin:MICHIGAN
Managed by: Members
Status: DISSOLVED **Date:**2-23-2016

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CSCL/CD-731 (Rev. 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name
Lamar Land Company

Address
4404 Central Parkway

City | State | ZIP Code
Hudsonville, Michigan 49426

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

CERTIFICATE OF DISSOLUTION
For use by Limited Liability Companies
(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate of Dissolution:

1. The name of the limited liability company is:
   Lamar Land Company
2. The identification number assigned by the Bureau is: B2915A

3. The reason for the dissolution is: (check only one)
   - ☐ upon the happening of an event specified in the Articles of Organization or operating agreement.
   - ☑ upon unanimous vote

4. (Complete only if a later effective date other than the date of filing is desired. This date must be no more than 90 days after receipt of this document by the administrator.)

This Certificate is hereby signed as required by Section 103 of the Act.

Signed this 17th day of February, 2016

By Lori L Purkey
(Signature of Member, Manager, or Authorized Agent)

Lori L. Purkey, Purkey & Associates, PLC, Attorney
(Type or Print Name and Capacity)

CSCL/CD-731 (Rev. 08/15)

Preparer's Name Lori L. Purkey

Business telephone number (616) 940-0553

INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Certificate of Dissolution. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.

   Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.

2. Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

3. Item 2 - Enter the identification number assigned by the Bureau. If this number is unknown, leave it blank.

4. Item 3 - Check the appropriate box for dissolution pursuant to Sections 801(b) or (c) of the Act.

5. The limited liability company must request a tax clearance within 60 days after submitting this certificate from the Michigan Department of Treasury, Tax Clearance Section, Lansing, MI 48922, www.michigan.gov/TaxClearance, (517) 636-5260.

6. This Certificate must be signed by a manager, if managed by one or more managers, a member if management remains in the members, or an authorized agent of the company.

7. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include limited liability company name and identification number on check or money order.....**$10.00**

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs
Corporations, Securities & Commercial Licensing Bureau
Corporations Division
P.O. Box 30054
Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
Okemos, MI
Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA, Mastercard or Discover when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6470, or visit our website at http://www.michigan.gov/corporations
Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

EXHIBIT C

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS # _____ Date: _____ _____ (time)

Selling Office Resource Realty, REALTOR® Phone 616-550-3131 Fax _____

Listing Office Carini, REALTOR® Phone _____ Fax _____

1 Addendum to Purchase Agreement # _____ dated January 8, 2016 covering property at 1895 Russel court

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
Offer to be changed to $50,000 buyer to be responsible for all assessments.

3. The ☐ Seller ☒ Buyer (check one) gives the above-named REALTOR® 7 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4 RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Date _____ X R.T Terema Buyer
(Note: Please sign as you wish your name to appear on documents.)

Witness _____ X _____ Buyer
(Note: Please sign as you wish your name to appear on documents.)

5 RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

Date 2-15-16 X Trustee Seller
(Note: Please sign as you wish your name to appear on documents.)

Witness _____ X _____ Seller
(Note: Please sign as you wish your name to appear on documents.)

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Form #23 Rev Date 1/2002
NOT AUTHORIZED FOR USE AFTER DECEMBER 31, 2004

REALTOR®

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS # _____ Date: _____ _____ (time)

Selling Office Resource Realty, REALTOR® Phone 616-550-3131 Fax _____

Listing Office Carini, REALTOR® Phone _____ Fax _____

1 Addendum to Purchase Agreement # _____ dated January 8, 2016 covering property at 1895 Russel court

2 This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

Offer to be changed to $50,000 buyer to be responsible for all assessments.

3. The ☐ Seller ☒ Buyer (check one) gives the above-named REALTOR® 7 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4 **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Date _____ X Art Teesma Buyer
(Note: Please sign as you wish your name to appear on documents.)

Witness _____ X _____ Buyer
(Note: Please sign as you wish your name to appear on documents.)

5 **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

Date 2-15-16 X Trustee Seller
(Note: Please sign as you wish your name to appear on documents.)

Witness _____ X _____ Seller
(Note: Please sign as you wish your name to appear on documents.)

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Form #23 Rev Date 1/2002
NOT AUTHORIZED FOR USE AFTER DECEMBER 31, 2004

REALTOR®

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS# _____ Date: _____ _____ (time)

Selling Office Resource Realty, REALTOR® Phone 616-550-3131 Fax _____

Listing Office Carini, REALTOR® Phone _____ Fax _____

1. Addendum to Purchase Agreement # _____ dated January 8, 2016 covering property at 1895 Russel court

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
Offer to be changed to $50,000 buyer to be responsible for all assessments.

3. The ☐ Seller ☒ Buyer (check one) gives the above-named REALTOR® 7 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Date _____ X _____ Buyer
(Note: Please sign as you wish your name to appear on documents.)

Witness _____ X _____ Buyer
(Note: Please sign as you wish your name to appear on documents.)

5. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

Date _____ X 2-11-16 Seller
(Note: Please sign as you wish your name to appear on documents.)

Witness _____ X _____ Seller
(Note: Please sign as you wish your name to appear on documents.)

©West Michigan REALTOR® Boards
Form 323 Rev. Date 1/2002
NOT AUTHORIZED FOR USE AFTER DECEMBER 31, 2004

REALTOR®

COMMERCIAL ALLIANCE OF REALTORS®

BUY AND SELL AGREEMENT FOR VACANT LAND

Office of ____Resource Realty_____, Broker,

_____Holland_____(city), Michigan Phone: 616-550-3131_____ Fax: _____

Email: _____robert@robertortman.com_____ Offer Date: ____02/17/16_____1:00____(time)

---

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one): ☐ Subagent of the Seller ☒ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller) ☐ Other (specify): _____

2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the __city_____ of __Allegan_____, County, Michigan, commonly known as _____~~1905~~ 1895 Russel Court_____

Permanent Parcel Numb 030217176006 ~~[illegible]~~ _____ and legally described as follows:

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

3. **Purchase Price.** The purchase price for the Property is: _____fifty thousand _____ Dollars ($_50,000_____)

4. **Terms of Payment.** The purchase price shall be paid at the closing as indicated by "X" below (other unmarked terms of purchase do not apply):

☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in this agreement.

☐ **New Mortgage.** The Buyer shall pay the full purchase price to Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in this Agreement, contingent upon Buyer's ability to obtain a _____ type _____ year mortgage loan in the amount of $_____ bearing interest at a rate no greater than _____ % per annum. Buyer shall apply for the mortgage loan immediately and accept it promptly if tendered. If Buyer does not deliver to Seller on or before _____ (date), proof that Buyer has accepted a mortgage loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and terminate this Agreement by written notice to Buyer, unless Buyer has waived this contingency in writing, prior to the date indicated in this paragraph.

☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of $_____ and payment of the balance $_____ in _____ installments of $_____ or more, at Buyer's option, including interest at the rate of _____% per annum computed monthly, interest to start on date of closing, and first payment to become due _____ days after

date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Property shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Property are subject, unless otherwise agreed to by the lender or required by law or regulation.

Additional Provisions:

5. **Survey (select one of the following):**
   - ☐ A new survey;
   - ☐ ALTA showing all easements of record, improvements, and encroachments, if any, and completed to the most current ALTA/ACMS minimum requirements; or
   - ☐ boundary survey with iron corner stakes and with all easements of record, improvements, and encroachments (if any); ☐ A recertified survey;
   - ☑ An existing survey (if available)

shall be provided by ☐ Buyer ☐ Seller as soon as possible after the later to occur of (i) the title insurance commitment reference in this Agreement is delivered to the party responsible for the survey; and (ii) Buyer's right to terminate under this Agreement is waived or deemed to have been waived. If Seller fails to provide the new or recertified survey as required by this section, the Buyer may elect to order the required survey at Seller's cost. If the survey reveals a matter that materially and adversely affects the value of the Property or Buyer's intended use of the Property, Buyer shall have the right to terminate this Agreement by giving Seller written notice within _____ (_____) calendar days after copies of both the survey and title commitment referenced in this Agreement are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. Other:

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Property or Buyer's intended use of the Property, Buyer shall have the right to terminate this Agreement by giving Seller written notice within _____ (____) calendar days after copies of both the title commitment and survey referenced in this Agreement above are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed in the title commitment that is in the form of an encumbrance that is liquidated in amount and that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller discharges such encumbrance at the closing. Other:

7. **Inspections.** By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following: ☑ No Inspections ☐ Soil Borings ☐ Zoning ☐ Site Plan Approval ☐ Utilities ☐ Permitting ☐ Other (specify):

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within _____ calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. **Closing Adjustments.** The following adjustments shall be made between the parties as of the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date: a. Prepaid rent and Additional Rent (as defined in the paragraph);
   - b. Interest on any existing indebtedness assumed by Buyer;
   - c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D; d. Utility deposits;
   - e. Security deposits;
   - h. Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, charges for real estate taxes, insurance, common area maintenance expenses, or other charges of a similar nature ("Additional Rent"), and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one): ☐ No Proration:

☐ Buyer ☐ Seller shall pay the taxes billed in July.

☐ Buyer ☐ Seller shall pay the taxes billed in December.

☐ Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, it shall be calculated using the taxable value and the current millage rate assigned to the Premises as of the day of closing.

Special Assessments, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the Effective Date of this Agreement shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the Effective Date of this Agreement shall be paid by Buyer. Other:

10. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unplatted land:
Seller agrees to grant Buyer at closing the right to make (insert number) ___ALL___ division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before _____ (date), of the proposed division to create the Premises. Other:

11. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
   a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
   b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
   c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
   d. Other:

12. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:
   a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
   b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.

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have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.

25. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.

26. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Broker(s) by a credit reporting agency.

27. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

28. **Environmental.**

a. **Notice to sellers, buyers, landlords and tenants (environmental risks).**

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. **Environmental reports and assessments.**

(1) Seller shall provide copies of any existing Environmental Assessments or reports involving the Property within _____calendar days after the Effective Date.

(2) Buyer shall be given access to the Property during normal business hours to perform an ASTM 1527 Phase 1 Site Assessment. Buyer shall pay _____% and Seller shall pay _____% of the cost of the Environmental Assessment. The Environmental Assessment shall be

ordered by the ☐ Buyer ☐ Seller. The Environmental Assessment shall be completed within _____ calendar days after the Effective

Date and shall be certified to _____. Seller shall promptly cooperate and request its tenants to cooperate with Buyer in completing the Environmental Assessment.

(3) If an Environmental Assessment of the Property reveals recognized environmental conditions as defined by ASTM, then Buyer shall have the right to:

a. terminate this Agreement within _____ calendar days after receipt of the Environmental Assessment report; or

b. provide Seller with the Environmental Addendum (Seller's refusal to execute the Environmental Addendum within _____ days shall, at Buyers option, terminate this Agreement); or

c. proceed with the purchase.

(4) For residential housing units, Seller will attach either the Seller's acknowledgement Form Concerning Lead-Based Paint or a Lead-Based Paint Seller's Disclosure form, depending on whether the improvements were built prior to 1978 or 1978 or later. c. **Nondisclosure.**

If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b. above, Buyer shall not disclose his/her Environmental Assessment report(s) to any third party. At Seller's request, Buyer shall provide copies of any Environmental Assessment report(s) to Seller. d. Other:

29. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☑ Seller agrees to pay a brokerage fee

of _____. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Other:

30. **Other Provisions:**

See Addendum A

31. **Effective Date.** For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed.

32. **Index of Exhibits.**

Buy and Sell Agreement for Vacant Land Page 5 of 6

Not Applicable	Attached	Seller to Furnish	Exhibit #	Subject
			A	Disclosure Regarding Real Estate Agency Relationships
			B	Income and Expense with respect to the operation of the Premises
			C	Written leases and any tenancies not arising out of written leases
			D	Service Contracts
			F	Addendum

33. **By signing below, Buyer acknowledges having read and received a copy of this Agreement.**

Witness: _____ Buyer: Art Tolsma
(Note: Please sign as you wish your name to appear on the final papers.)

Buyer: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Buyer's Address: _____ Bus. Phone: _____ Fax: _____

_____ Email: _____

c. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.

d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.

e. If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).

f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit C is accurate as of the Effective

Date, and there are no leases or tenancies with respect to the Property other than those described in Exhibit C (the "Leases"). The warranties in this Section do not apply to oil and gas leases, if any. Except as otherwise described in Exhibit C:

(1) All of the leases are in full force and effect, no party thereto is in material default there under, and none of them have been modified, amended or extended;

(2) No renewal or extension options have been granted to tenants; (3) No tenant has an option to purchase the Property;

(4) The rents set forth are being collected on a current basis and there are no arrearages or advance payments in excess of one month;

(5) There are no security deposits, and

(6) No real estate brokerage commission will become payable under any existing arrangement upon exercise of any options or other rights to extend or renew the term of any lease or purchase of the Property.

g. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.

h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.

i. Other:

13. **Sidewalk Inspection.** If Property is in a municipality that requires a sidewalk inspection, Seller shall order the inspection and pay for any repairs deemed necessary by the municipality, so that the Property will be in compliance with any applicable sidewalk ordinance as of the closing date.

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.

CIRRIX
BUY AND SELL AGREEMENT
FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY PROPERTY

Office of Resource Realty, REALTOR, Grand Rapids, Michigan

Phone: 616-550-3131 FAX: _____ Date: 01/08/16 . 5:30 (time)

1. The undersigned Buyer and Seller each acknowledge the Selling Salesperson is acting as (check one):
   ☐ Subagent of the Seller ☒ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
   ☐ Other (specify): _____

2. Buyer's Offer. The undersigned (the "Buyer") offers and agrees to purchase the property located in the city of Holland, Allegan County, Michigan, commonly known as 1905 Russel Court, {86}.
   Permanent Parcel Number 53-0217-176.. and legally described as follows:

   (the "Land"), together with all buildings, fixtures and improvements situated on the Land (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements including personal property as described in Exhibit E (the "Personal Property"), all of which is collectively referred to herein as the "Premises", except the following:

3. Purchase Price. The purchase price for the Premises is:
   Forty Thousand & 00/100----------
   Dollars ($ 40,000). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

4. Terms of Payment shall be as indicated by "X" below (other unmarked terms of purchase do not apply).
   ☒ Cash. The Buyer shall pay the full purchase price to the Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in Section 16 below.
   ☐ New Mortgage. The Buyer shall pay the full purchase price to the Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in Section 16 below, contingent upon the Buyer's ability to obtain a _____ type _____ year mortgage loan in the amount of $_____ bearing interest at a rate no greater than _____% per annum. The Buyer shall apply for the mortgage loan immediately and accept it promptly if tendered. If Buyer does not deliver to Seller on or before _____ (date), proof that Buyer has accepted a mortgage loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and terminate this Agreement by written notice to Buyer, unless Buyer has waived this contingency in writing, prior to the date indicated in this paragraph.
   ☐ Contract ☐ Purchase Money Mortgage. The Buyer shall pay the full purchase price to the Seller pursuant to the terms and conditions stated in a West Michigan Regional Form Number 1 Land Contract or a Purchase Money Mortgage upon performance by Seller of the closing obligations specified in Section 16 below. The Land Contract or Purchase Money Mortgage shall provide a down payment of $_____ and payment of the balance $ _____ in _____ installments of $ _____ or more, at Buyer's option, including interest at the rate of _____% per annum computed monthly, interest to start on date of closing, and first payment to become due _____ days after date of closing. The entire unpaid balance will become due and payable _____ months after closing.
   Seller understands that consummation of the sale or transfer of the Premises shall not relieve the Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

   Additional Provisions:

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☐ ☐ Buyer's Inicials ☐ ☐ Seller's Inicials

5. Survey. A ☐ new ☐ recertified ☒ existing ☐ ALTA survey showing all easements of record shall be provided promptly by ☐ Buyer ☐ Seller. The party indicated above shall provide such survey as soon as feasible after this Agreement is fully executed. Exceptions:

6. Title Insurance. At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in Section 10 below) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after this Agreement is fully executed, and shall be delivered as soon as feasible thereafter. Exceptions:

7. Inspections. By signing this Agreement, Buyer is representing that the Buyer is aware that inspection services of buildings and building components and systems are commercially available at a fee. Buyer has the right to inspect the buildings and building components and systems or have the buildings and building components and systems inspected by experts selected by the Buyer. The Buyer has elected to arrange and pay for the following inspections:

☒ No inspections ☐ Plumbing ☐ Heating, Ventilating & Air Conditioning ☐ Electrical ☐ Structural, including roof ☐ Termites and other wood destroying insects ☐ Sidewalk (if required by city/township) ☐ Other (specify): _____

The Buyer shall have the right to terminate this Agreement if the inspection reports are not acceptable to the Buyer by giving Seller written notice within -0- calendar days after this Agreement is fully executed, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Premises or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults" (whether obvious or concealed), except as otherwise expressly provided in the documents specified in the preceding sentence. Exceptions:

8. Closing Adjustments. The following adjustments shall be made between the parties as of the close of business on the closing date, with the Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

a. Prepaid rent and Additional Rent (as defined in the paragraph);
b. Interest on any existing indebtedness assumed by Buyer;
c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
d. Prepaid insurance;
e. Utility deposits;
f. Security deposits;
g. All operating expenses including, but not limited to, CAM, taxes, insurance, plus Additional Rent shall be allocated accurately between the parties pursuant to the leases.

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt, but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ('Additional Rent') and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Exceptions:

9. Property Taxes. Seller shall pay delinquent property taxes. The current year's property taxes will be paid as follows (choose one):

☐ No proration:
☐ Buyer ☐ Seller shall pay taxes billed Summer _____ (year).
☐ Buyer ☐ Seller shall pay taxes billed Winter _____ (year).

☒ Calendar Year Proration (all taxes billed or to be billed in the year of closing). Calendar year tax taxes will be estimated, if necessary, using taxable value on the day of closing, broken down to a per diem tax payment and prorated to day of closing with Seller paying for January 1 to day of closing.

Special Assessments which are due and payable, or a lien or both, on the property on or before the above date shall be paid by Seller. All other special assessments, including deferred assessments, for improvements, now installed or in the process of being installed, but not yet a lien shall be paid by Buyer. Exceptions:

Property Address _____

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Revision Date [illegible]
NOT AUTHORIZED FOR USE AFTER MARCH 31, 2004

☒ ☐ Buyer's Initials ☐ ☐ Seller's Initials

10. **Conveyance.** Upon performance by Buyer of the closing obligations specified in Section 17 Below, Seller shall convey the marketable title to the Premises to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by Section 4 above, including oil, gas, and other mineral rights, subject only to existing zoning ordinances, and such building and use restrictions and easements as do not materially interfere with the current use of the Premises. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 556.101 et seq.).

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) allavailable division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before _____ (date), of the proposed division to create the Premises. Exceptions:

_____

_____

11. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer .
b. There is no litigation or proceeding pending, or to the Buyer's knowledge threatened, against or involving the Buyer, and the Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Seller or Seller's interests under this Agreement.
c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Premises or any aspect of this transaction, which are not expressly set forth in this Agreement.

Exceptions:

_____

_____

12. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:
a. Seller's interest in the Premises shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises.
c. There is no litigation or proceeding pending or to the Seller's knowledge threatened, against or involving the Seller or the Premises, and the Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Buyer or Buyer's title to and use of the Premises, before or after closing.
d. Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
e. If a statement(s) of income and expense with respect to the operation of the Premises is(are) described in Exhibit B, such statement(s) is(are) accurate for the period(s) designated in the statement(s).
f. The information concerning written leases and any tenancies not arising out of written leases described in Exhibit C is accurate as of this date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit C (the "Leases"). Except as otherwise described in Exhibit C:
   (1) All of the leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended or extended;
   (2) No renewal or extension options have been granted to tenants;
   (3) No tenant has an option to purchase the Premises;
   (4) The rents set forth are being collected on a current basis and there are no arrearages in excess of one month;
   (5) There are no security deposits, and
   (6) No real estate brokerage commission will become payable under any existing arrangement upon exercise of any options or other right to extend or renew the term of any lease or purchase of the Premises.
g. If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit D, the Exhibit lists all the Service Contracts currently in effect with respect to the Premises.
h. The Premises will be in compliance with any applicable smoke detector ordinances as of the closing date.
i. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
j. Seller is without personal knowledge as to the presence on the Premises of any toxic or hazardous substances or of any underground storage tanks.
k. Exceptions to Section 12:

_____

_____

13. **Damage to Premises.** If between the date of this Agreement and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond the Seller's control which cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of the damage or taking. If neither elects to terminate this Agreement, there shall be no reduction of the purchase price and at closing Seller shall assign to Buyer whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.

Buyer's Initials ☐ ☐ Seller's Initials ☐ ☐

14. **Closing.** The closing shall be held on or before 03/30/16 (date), and as promptly as practical after all necessary documents have been prepared. An additional period of thirty (30) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in a closing on or before the required date.

15. **Possession.** Seller shall tender to Buyer possession of the Premises upon completion of the closing, subject to all existing leases and rights of tenants in possession. Upon Seller's acceptance, or Buyer's acceptance of a counter offer, Buyer shall have the right to enter upon the Premises during reasonable business hours for purposes of inspections and tests; provided, however, that such inspections and testing shall not unreasonably interfere with the rights of tenants in possession and shall not cause physical damage to the Premises. Exceptions:

_____

_____

16. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
a. The warranty deed, land contract or assignment of land contract required by Section 4 of this Agreement.
b. A bill of sale for any Personal Property (described in Exhibit "E")
c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanies by the original or a true copy of each lease.
d. An assignment of all Seller's rights under any Service Contracts described in Exhibit D which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
f. Any other documents required by this Agreement to be delivered by Seller.
g. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance, plus Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.

17. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
a. The cash portion of the purchase price specified in Section 4 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.
b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgment of the receipt of all security deposits.
c. Any other documents required by this Agreement to be delivered by Buyer.

18. **Notices.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified mail or other form of documentable delivery addressed to the parties at their addresses specified in the proximity of their signatures below, and any notices given by mail shall be deemed to have been given as of the date of the postmark.

19. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfer contemplated by this Agreement.

20. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

21. **Earnest Money.** Buyer gives Resource Realty, REALTOR, 10 days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller.

Buyer shall deposit $ 1,000 with REALTOR ☐ with this offer; ☒ within 5 after acceptance of this offer; OR ☐ upon acceptance of this offer, evidencing Buyer's good faith, to be held by the REALTOR and to apply on the purchase price or the down payment portion thereof where applicable. If this offer is not accepted or the title is not marketable or if the purchase is contingent upon conditions specified which cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election or, alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling REALTOR may notify Buyer and Seller of REALTOR'S intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR is notified of a court action pending concerning this sale or disposition of earnest money within sixty (60) days after notice to the parties.

22. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Grand Rapids Association of REALTORS in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer which would require a counter acceptance.

23. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the REALTOR may give Seller information about the Buyer contained in a credit report which may be furnished to the REALTOR by a reporting agency.

24. **Advice of Counsel.** Buyer acknowledges that the REALTOR has recommended that Buyer retain an attorney to pass upon the marketability of title, to ascertain that the terms of the sale are adhered to before the transaction is closed and to advise with respect to the Notice referenced in Paragraph 25 hereof.

25. **Environmental.**
a. **Notice to sellers, buyers, landlords and tenants (environmental risks).**
Whenever property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence.

Buyer's Initials ☐ ☐ Seller's Initials ☐ ☐

No real estate broker/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate broker/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. **Environmental reports and assessments.**

(1) Seller shall provide copies of any existing Environmental Assessments or reports involving the Premises within 10 calendar days after this Agreement is fully executed.

(2) Buyer shall be given access to the Premises during normal business hours to perform ☒ an ASTM E1528 Transaction Screen or ☐ an ASTM E1527 Phase I Site Assessment (individually or collectively the "Environmental Assessment"). Buyer shall pay 100 % and Seller shall pay 0 % of the cost of the Environmental Assessment. The Environmental Assessment shall be ordered by the ☐ Buyer ☐ Seller. The Environmental Assessment shall be completed within 40 calendar days after this Agreement is fully executed and shall be certified to _____.

(3) If an Environmental Assessment of the Premises reveals recognized environmental conditions as defined by ASTM, then Buyer shall have the right to:

(a) terminate this Agreement within 5 calendar days after receipt of the Environmental Assessment report; or

(b) provide Seller with the Environmental Addendum to Buy and Sell Agreement (Seller's refusal to execute the Environmental Addendum within 5 days shall, at Buyer's option, terminate this Agreement); or

(c) proceed with the purchase.

(4) For residential housing units, Seller will attach either the Seller's acknowledgment Form Concerning Lead-Based Paint or a Lead-Based Paint Seller's Disclosure form, depending on whether the improvements were built prior to 1978 or 1978 or later.

Exceptions:

_____

_____

c. **Nondisclosure.**

If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b. above, Buyer shall not disclose its Environmental Assessment report(s) to any third-party. At Seller's request, Buyer shall provide copies of any Environmental Assessment report(s) to Seller.

26. **Brokerage Fee.** Seller and/or Buyer agrees to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee of _____. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agrees that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Exceptions:

_____

_____

27. **Other Provisions.**

_____

_____

_____

_____

_____

_____

_____

_____

28. **Index of Exhibits.**

Not Applicable	Attached	Seller to Furnish	Exhibit	Subject
	x		A	Disclosure Regarding Real Estate Agency Relationships
x			B	Income and expense with respect to the operation of the Premises
x			C	Written leases and any tenancies not arising out of written leases
	x		D	Service Contracts
			E	List of Personal Property

Other Exhibits.

Attached	Seller to Furnish	Exhibit	Subject

Property Address _____

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NOT AUTHORIZED FOR USE AFTER MARCH 31, [illegible]

☒ ☐ Buyer's Initials ☐ ☐ Seller's Initials

29. By signing below, Buyer acknowledges having read and received a copy of this Agreement.

Witness: _____ Buyer: _____

Phone No: _____ Buyer: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Buyer's Address: _____ Res. Phone: _____

_____ Bus. Phone: _____

Buyer(s) Social Security Number(s) or Federal ID Number: _____

SELLER'S ACCEPTANCE Date: _____, _____ (time)

30. The above offer is hereby accepted:

_____

_____

_____

_____

_____

_____

By signing below, Seller acknowledges having read and received a copy of this Agreement.

Witness: _____ Seller: _____

Phone No: _____ Seller: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Seller's Address: _____ Res. Phone: _____

_____ Bus. Phone: _____

Seller(s) Social Security Number(s) or Federal ID Number: _____

Seller gives REALTOR above named until _____ (time) _____ (date), to obtain Buyer's written acceptance of counter offer, if any.

BUYER'S RECEIPT OF ACCEPTANCE Date: 1-11-16, _____ (time)

31. Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If the acceptance was subject to changes from Buyer's offer, the Buyer agrees to accept those changes, all other terms and conditions remaining unchanged.

Witness: _____ Buyer: ART TOESMA

Buyer: _____

SELLER'S RECEIPT OF ACCEPTANCE Date: _____, _____ (time)

32. Seller acknowledges receipt of a copy of the Buyer's acceptance of the counter-offer (if Seller made a counter-offer).

Witness: _____ Seller: _____

Seller: _____

Property Address _____
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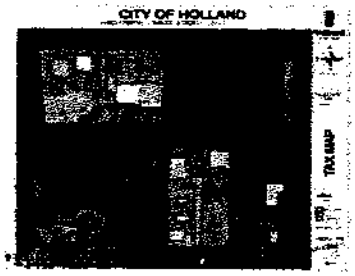
Buyer's Initials Seller's Initials

Vacant Land Active Customer Detail Report 1895 Russell Court, Holland, MI 49423 $60,000



List Number: 15059178
Area: Holland/Saugatuck - H
Municipality: Holland City
Lot Dimensions: 219 x 283
Cross Streets: 143rd Ave & BlueStar Hwy
Waterfront Y/N: No

Property Sub-Type: Industrial Land
Sub-Area: H14 - Holland
County: Allegan
Possession: Immediate

Status: Active
List Price: 60,000
List Price/Acre: 42,857.14
Tax ID #: 030217176006
Lot Acres: 1.4
Lot Square Footage: 60,984
Road Frontage: 219

Directions: BlueStar Hwy to 143rd St, E to Russell Court, N to address

Legal: On file at office
Taxable Value: 31,500
Annual Property Tax: 2,480.53
School District: Hamilton

SEV: 31,500
Tax Year: 2014
Zoning: I-1

For Tax Year: 2014
Homestead %: 0
Special Assmt/Type: Yes

High School:
Middle School:
Elementary School:

Assoc. Amenities:
Assoc. Fee Incl.:
Auction Details:
Docs at List Office: Aerial Photo

Lot Description: Buildable; Cleared; Level
Mineral Rights:
Outbuildings:
Sale Conditions: Other
Street Type: Public

Terms Available: Cash/Conventional
Util Avail at Street: Cable; Electric; Natural Gas; Public Sewer; Public Water
Utilities Attached: None
Water Fea.
Amenities:
Water Type:

Marketing Remarks: Great location to build your industrial building. Easy access to the freeway.
Exclusive Agency: No
RP: No

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SEWER PAID

WATER 289' 49.00 FRONT FOOT

OWED EST. $14,000

Line 2 1895 Russell Court TaxID 030217176006

1.4 Acres +/-

Line 10 should be 0