

City of Plainwell



"The Island City"

Brad Keeler, Mayor
Lori Steele, Mayor Pro-Tem
Cathy Green, Council Member
Roger Keeney, Council Member
Randy Wisnaski, Council Member

Department of Administration Services
211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282
Web Page Address: www.plainwell.org

AGENDA

Plainwell City Council

Mill Development Proposal Workshop

City Hall Council Chambers

Wednesday, October 08, 2025

9:00AM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Agenda**
- 5. New Business:**

A. Mill Development Proposal Workshop

Council will review and discuss draft proposals for Mill development.

- 6. Public Comments**
- 7. Staff Comments**
- 8. Council Comments**
- 9. Adjournment**

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address
Plainwell is an equal opportunity provider and employer



"The Island City"

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

To: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: October 7th, 2025
SUBJECT: Mill Proposals

BACKGROUND INFORMATION:

Classic Auto Factory: Last week I provided Darius with the attached lease. He has reviewed it and we have discussed it in person twice. In response to some of the questions raised in the lease, Darius has proposed that they take over the entire building. His proposal is attached. Benefits to him moving into the whole building are as follows:

Size: This would allow them to store more cars in the building and increase their revenue from car storage.

Noise: They would move their repair/paint/restoration activities into buildings 3, 11, and 11A, which is away from the wedding venue. It does abut City Hall, but they would work to seal off the penetrations to reduce sound to City Hall.

Façade: They will restore additional frontage on the building.

Parking: Their exclusive parking area would move in front of building 3. This frees up the parking area in front of the 15 and 16 for a parking area for the wedding venue.

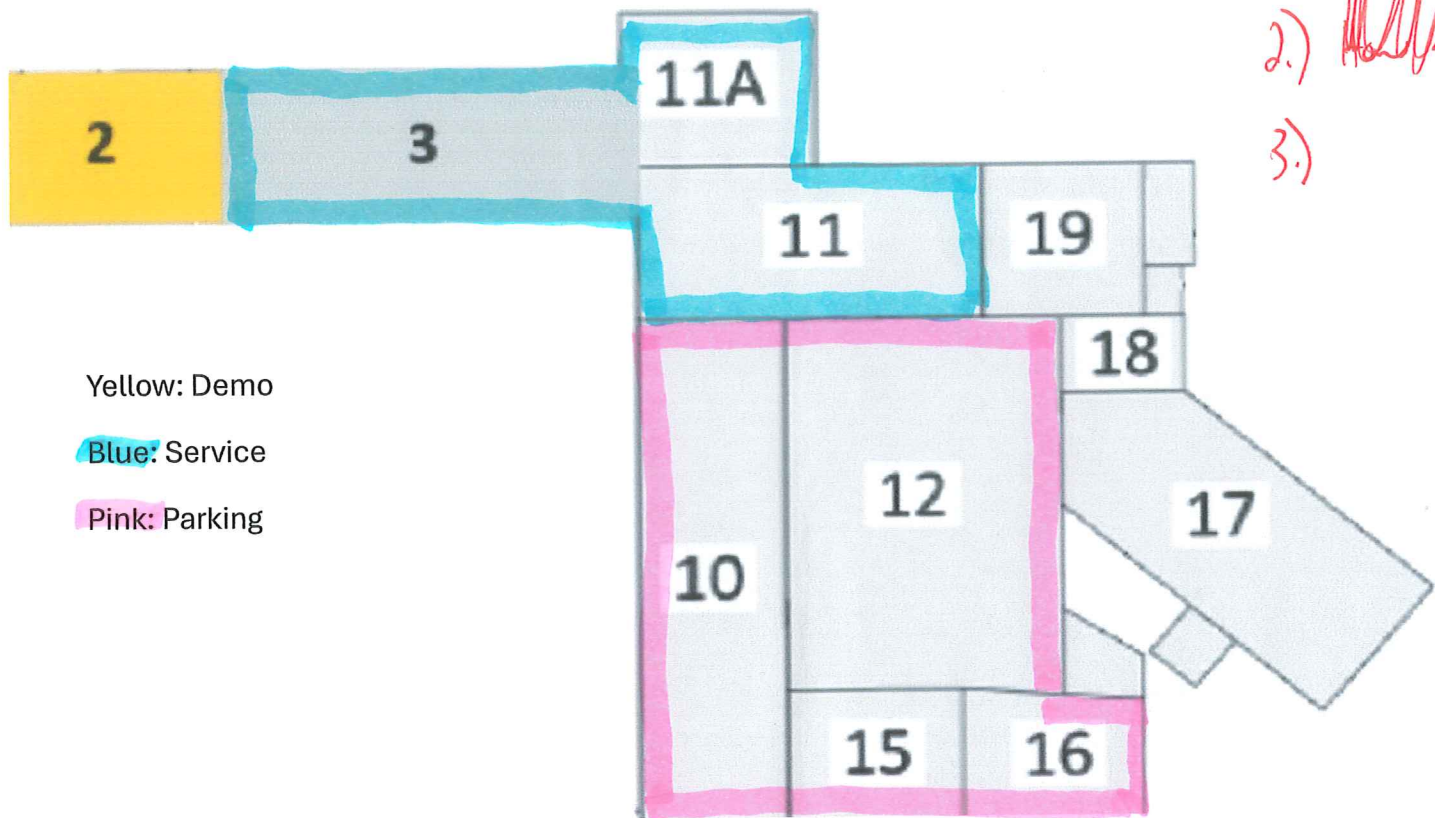
Overall, this would solve a number of the wedding venues stated problems. The downside is that the whole building would be used and any future development beyond the classic car business would be in private hands and the City would no longer have a say in those projects. Ultimately, I don't believe that holding on for something else outweighs the benefit of having the building in private hands who have a proven business model.

BizEx Ventures (wedding venue): I met with Kurt and Matt last week who presented me with the attached "Mill 17 Pre-Closing Requirements". These are things that they want from the City prior to their closing on October 31st. With the moving of the car restoration activity into other buildings, and the freeing up of space for a parking area, the majority of their questions could be answered. I would like to understand your perspective of whether or not we should consider a

parking lot in front of 15 and 16 to which they would have some exclusivity. Right now, I would like to propose to them that they need to pave the area and could have it for their business in the evening and on weekends.

ATTACHMENTS: CAF proposal, and BizEx Ventures closing requirements, Draft Lease for CAF

- 1) ~~Elkhart Stage~~
- 2) ~~How much work~~
- 3.)



Building 3: 14,000 Sq Ft (1/2 not useable presently) Vehicle Entrance, Check In, and Inspections 7000sqft

Building 11A: 4500 Mechanical Services

Building 11: 9000 Fabrication, Assembly, Disassembly

Building 10/12: Storage 28,000 Sq Ft (about 20% not useable), 20,000 sq ft

Building 15-16: Showroom 8000 Sq Ft.

The Why: *To raise more of the Mill. They want all of it.*

1) We save money:

- A) Cutting a whole for a door
- B) A Door
- C) When you have more sq ft in this building, the areas that are not useable you can wait to renovate, like holes in the floor.

2) Aesthetics

- A) An impressive curb appeal with more size
- B) A cleaner work site, maybe building 3 never gets done?

3) Square footage: Mill Total: 76,000 Sq Ft.

Dekalb: 84,000 Sq Ft.

4) Protection: The city will not give us first right of refusal, nor do we believe we will get a say on additional use. So we are exposed to the poor decisions that can be made in the future that may harm our business.

5) Community: The people want this, Gilmore wants this, the government wants this.

6) Commitment:

- A) We moved in across the street
- B) We are investing before property conveyed
- C) We are moving through EPA and Insurance issues
- D) We are here to get this open





Mill 17 Pre-Closing Requirements

Agreement for parking lot 211, in front of buildings 15 & 16

Classic Auto Factory

- Environmental Plan

- Building Aesthetics

 - Signage

 - Fascia

- Driveway

Classic Auto Factory's Plans

- Entry-from Road to Building/ Into the building

- Parking

- Hours of Operation

 - Over all

 - For mechanical repair

 - Using fumes/exhaust

 - With high noise volume

- Utilities-i.e Suppression system

- Freight Elevator

Agreements to any variances required

- Greenhouse

- Plantings/Lighting

Agreement on Historic site Liquor License

Definitive Placement of Napa Store

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of _____, 20____ (the "Lease Date") between the CITY OF PLAINWELL, a Michigan municipal corporation, whose address is 211 North Main Street, Plainwell, Michigan 49080 (the "Landlord"), and _____, a _____ whose address is _____ (the "Tenant") (the Landlord and Tenant are collectively called the "Parties").

1. Description of Leased Premises. Landlord does hereby lease the to Tenant real property commonly known as buildings 10, 12, 15, and 16 as depicted on the attached Exhibit A (the "Premises") according to the terms of this Lease. This Lease is subject to encumbrances, conditions, covenants, easements, restrictions and rights-of-way, whether or not of record, affecting the Premises, to such matters as might be disclosed by inspection or survey and to zoning ordinances and other laws, ordinances and regulations applicable to the Premises.

2. Premises As-Is. Tenant's execution of this Lease shall constitute an acknowledgment by Tenant of its acceptance of the Premises in its "as is" condition. The Premises are leased to Tenant in its present "as is" condition without representation, warranty, or covenant (expressed or implied) by Landlord and subject to the presence or absence of any environmental condition on the Premises or any property in the vicinity of the Premises. Tenant has examined the Premises and all improvements to it and has found them satisfactory for all purposes. Landlord has not made, nor shall be deemed to have made, any representation or warranty, express or implied or otherwise, including but not limited to any warranty of merchantability or fitness for a particular purpose or of habitability with respect to the premises, or any fixture or other item constituting a portion of them.

3. Term. The term of this Lease will begin on _____, 20____ (the "Commencement Date") and continue for ninety-nine (50) years thereafter (the "Term"), unless sooner terminated as stated herein.

4. Rent.

(a) Base Rent. Tenant will pay Landlord "Base Rent" for the Lease Term at the rate of One (\$1.00) Dollar per year. Base Rent will be paid by Tenant to Landlord on or before January 15 of each year of the Term. Rent for any partial year will not be prorated.

(b) Additional Rent. Any sum other than Base Rent that Tenant must pay to Landlord under this Lease is "Additional Rent" which is due and payable within ten (10) days after demand by Landlord to Tenant.

(c) Rent. "Rent" means all Base Rent and all Additional Rent, collectively.

(d) No Setoff or Claim. All Rent and any other sums payable under this Lease by Tenant will be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction. This Lease will not terminate, nor will Tenant have any right to terminate this Lease, nor will Tenant be entitled to any abatement, deduction, deferment or reduction of Rent, nor will Tenant's obligations under this Lease be affected by any interference with the Tenant's use of the Premises not caused by Landlord. It is the parties' intention that Tenant's obligations under this Lease are separate and independent covenants and agreements, that the Base Rent and all other sums payable by Tenant will continue to be payable in all events, and that the Tenant's obligations will continue unaffected, unless the requirement to pay or perform the same is terminated pursuant to an express provision of this Lease.

(e) Late Payments. Other remedies for nonpayment of Rent notwithstanding, any installment of Rent that is not paid within five days of the date due is subject to a late charge equal to 5% of the amount due. Any installment of Rent not paid within fifteen days from the date due will accrue interest at eight (8%) percent per month until paid in full. These amounts are Additional Rent.

(f) Application and Terms. Payments received from Tenant will be applied by Landlord first, to any unpaid late charge; second, to accrued interest; third, to Additional Rent; and fourth, to Base Rent.

5. Tenant Improvements. Tenant shall complete at its sole cost and expense, all items required under the list of tenant improvements attached hereto as Exhibit C (the "Tenant Improvements"). The Tenant Improvements shall be completed by the deadlines outlined on the attached Exhibit C. In making the Tenant Improvements, the Tenant shall comply with all applicable requirements of this Lease, including, but not limited to, those outlined in Section 14 "Alterations" apply to the construction, installation, and completion of the Tenant Improvements.

6. General Statement on Costs. It is agreed that all costs of the Premises will be the responsibility of Tenant for the full Term, and that the parties have agreed upon the amount of Base Rent in light of this fact. Without limitation, Tenant will be solely responsible for all utilities as stated in Section 8, for all maintenance and repair as stated in Section 9, for all insurance costs as stated in Section 10, and for all taxes as stated in Section 11.

7. Option to Purchase.

(a) Grant of Option. Landlord hereby grants to Tenant the exclusive option (the "Option") to purchase the Premises upon the terms and conditions set forth in this section and in the Option to Purchase Agreement attached hereto as Exhibit B (the "Option Agreement").

(b) Condition Precedent. As a condition precedent to Tenant's right to exercise the Option, Tenant must have fully and satisfactorily completed, at its sole cost and expense, all items required under the list of tenant improvements attached hereto as Exhibit C (the "Tenant Improvements"). Completion shall be deemed to have occurred only when Landlord has provided written confirmation that all Tenant Improvements have been completed to Landlord's reasonable satisfaction and in compliance with this Lease.

(c) Terms of Purchase. The specific terms, conditions, and procedures governing the purchase of the Premises pursuant to the Option shall be as set forth in the Option Agreement. In the event of any conflict between this Lease and the Option Agreement, the Option Agreement shall control with respect to the purchase of the Premises only.

(d) Recording. Tenant may, at its sole cost and expense, record a memorandum or short form of the Option Agreement with the appropriate county recording office.

(e) Termination of Option. The Option shall automatically terminate and be of no further force or effect if: (i) Tenant fails to complete the Tenant Improvements as required herein; (ii) Tenant defaults under any term of this Lease and fails to cure within applicable cure periods; or (iii) Tenant fails to exercise the Option in accordance with the terms of the Option Agreement.

8. Obligation to Purchase. The Parties acknowledge that the Tenant would purchase the Premises but for its inability to procure property insurance on a commercially reasonable basis. On an annual basis, the Tenant shall contact no fewer than three (3) insurance companies to make a good faith effort to obtain property insurance on a commercially reasonable basis. "Commercially reasonable basis" as used in this section means an annual premium no greater than fifty percent (50%) of the annual

premium paid by the City for property insurance on the Premises. On the annual anniversary of the Commencement Date, the Tenant shall provide the Landlord with written evidence that it has attempted to obtain property insurance in compliance with this Section. If the Tenant is able to procure property insurance on a commercially reasonable basis, the Tenant shall be obligated to purchase the Premises from the Landlord. The purchase price shall be one dollar (\$1) and the closing shall occur within sixty (60) days. At the closing, the Landlord shall convey title by quit-claim deed with all closing costs and expenses allocated in the same manner as other commercial transactions in the region. If the Tenant fails to close on the purchase of the Premises under this Section 8, it shall be deemed a Default under this Lease.

9. Utilities and Other Premises Costs. Tenant shall be responsible for and pay any and all utilities and like expenses (including janitorial and rubbish and trash disposal) to be supplied to the Premises. This includes any work or repair required to service or distribution lines not paid for by the utility provider. Landlord will have no obligations or liability with respect to utilities whatsoever. Landlord reserves the right during the Term to grant easements for public utility purposes on, over, or below the Premises without any abatement in Rent, provided that said easements do not unreasonably interfere with the use of the Premises by Tenant or the operation of the business conducted by Tenant in the Premises.

10. Repair and Maintenance. Tenant, at its sole cost and expense, shall keep and maintain the Premises, including without limitation the building, structural components, roof, foundation, exterior walls, interior walls, floors, windows, doors, loading areas, mechanical systems (including HVAC), plumbing, electrical, lighting, fire protection and life safety systems, and all other improvements and appurtenances located on or serving the Premises, in good order, condition, and repair, whether ordinary or extraordinary, foreseen or unforeseen. Tenant shall make all necessary repairs, replacements, and restorations, whether structural or nonstructural, interior or exterior, and shall promptly perform all maintenance and preventive care necessary to maintain the Premises in a first-class condition consistent with comparable properties.

Landlord shall have no obligation to maintain, repair, or replace any portion of the Premises, or any equipment, systems, or facilities therein, and Tenant expressly waives any right to require Landlord to do so. Tenant shall promptly notify Landlord of any damage to the Premises and shall diligently complete all required repairs or replacements at Tenant's sole cost. All repairs and replacements shall be in quality and class equal to or better than the original work or installation and shall comply with all applicable laws, ordinances, codes, rules, and regulations.

11. Insurance. Tenant shall have in place and maintain the following insurance coverages for the entire Term:

(a) Property Insurance. The Landlord shall procure and maintain "all risk" property casualty insurance, in an amount not less than one hundred (100%) percent of the replacement cost of the Premises (including any and all buildings). Such policy will name the Landlord as the primary insured party and will name the Tenant as an additional insured only to the extent of its interest in the Premises. The proceeds of such insurance must be used for the repair or replacement of the Premises, except that if not so applied or if this Lease is terminated following a casualty, the proceeds will be paid to Landlord. Such property insurance will cover the building and improvements only, and Landlord will have no obligation to cover any personal property, automobiles, or other items of the Tenant stored on maintained on the Premises. The Tenant shall be responsible for all premiums, deductibles, or other costs associated with the property insurance and the same shall be payable as Additional Rent.

(b) Liability Insurance. Tenant must procure and maintain, at its sole expense, general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance must have a minimum coverage of Two Million and no/100 (\$2,000,000.00) Dollars per occurrence and be written to apply to all bodily injury, property damage, contractual liability under this Lease, and personal injury losses and must be endorsed to include Landlord and its agents, beneficiaries, partners, employees, and any deed of trust holder or mortgagee of Landlord or any ground lessor as additional insureds.

(c) Other. Tenant will maintain other all insurance coverages as required by law (worker's compensation for example, as applicable).

(d) Policy Requirements. All insurance required to be maintained by Tenant must be issued by insurance companies authorized to do insurance business in the state of Michigan and rated not less than A-VII in Best's Insurance Guide and a Standard and Poor's claims paying ability rating of not less than AA, reasonably acceptable to Landlord. A certificate of insurance (or, at Landlord's option, copies of the applicable policies) evidencing the insurance required under this section must be delivered to Landlord by the commencement of the Term. No such policy may be subject to cancellation or material modification without thirty (30) days prior written notice to Landlord and to any deed of trust holder, mortgagee or ground lessor designated by Landlord to Tenant. Tenant must furnish Landlord with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy. Tenant may provide the insurance required by this section pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and the Landlord as required by this Lease.

(e) Waiver of Recovery. Each party waives any right of recovery against the other for injury or loss covered by insurance, to the extent of the injury or loss covered by such insurance. Any insurance to be provided by Tenant under this Lease must contain a clause denying the insurer any right of subrogation against Landlord.

(f) Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this section, Tenant is liable to Landlord for any loss or cost resulting from such failure to so maintain. Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior written consent, which shall not be unreasonably withheld (so long as the coverage and payment ability is equal to or greater than that which would be obtained from an insurance company under this section).

12. Taxes. Tenant is solely responsible for and shall pay all taxes, assessments and other such governmental charges levied or assessed upon or against the Premises for the entire Term, prior to their due date and as and when due according to the invoice, levy, assessment or other applicable document. Tenant will also be solely responsible for all personal property taxes on any property about the Premises. Landlord will have no obligation to pay any taxes or assessments related to the Premises for the Term, all of which will be Tenant's responsibility. If Landlord is invoiced as the property owner by any governmental entity, Landlord will relay the invoice to Tenant for payment. Tenant will supply Landlord with proof of payment of all taxes within ten (10) days after demand.

13. Use. Tenant shall use and occupy the Premises solely for vehicle storage, service and sales. Any other use requires Landlord's prior written consent not to be unreasonably withheld.

14. Alterations. Tenant may make reasonable alterations, installations, additions or improvements (any are "Alterations") to the Premises with the Landlord's prior written consent, not to be unreasonably withheld. Any work must be completed with licensed contractors at Tenant's sole expense and in full compliance with all governmental authorities having jurisdiction thereof (permitting, etc.). All

Alterations (except trade fixtures) made or affixed to the Premises shall, unless Landlord elects otherwise in written notice to Tenant, become the property of Landlord and remain upon, and be surrendered with the Premises at the termination of this Lease. Landlord may also require that Alterations be removed by Tenant upon termination of this Lease (which Landlord will notify Tenant of at the time the Alterations are approved by Landlord), in which case Tenant will so remove the Alterations and restore the Premises to their pre-Alteration condition upon vacating the Premises. Tenant will provide Landlord with as-built plans and specifications for all material Alterations.

15. Liens. If any contractor's, material supplier's, or other lien or attachment is filed against the Premises for work claimed to have been done for or materials claimed to have been furnished to Tenant, it shall be discharged by Tenant within fifteen (15) days thereafter, at Tenant's sole cost. Tenant may notice within such fifteen (15) day period its intent to dispute the lien provided that (also within such fifteen (15) days) Tenant deposits with Landlord the sum which is in dispute (sufficient to pay and discharge the lien) along with a copy of the lien. If disputed, Tenant may thereafter dispute the lien during which time the Landlord will not pay the lien unless and until Tenant notices its approval to use the funds to pay the lien, provided that in all cases Landlord may pay the lien in the time necessary to avoid any negative action against the Premises (such as a forfeiture, levy, or other such action). If Tenant does not dispute the lien and Tenant fails to discharge such mechanic's lien or attachment within said fifteen (15) day period, Landlord may (but is not obligated to) pay and discharge the same on Tenant's behalf without inquiring into the validity of said lien or attachment.

16. Damage or Destruction. If the Premises shall be rendered untenantable by fire or other casualty, then Landlord shall, to the extent of available insurance proceeds, use reasonable efforts to make the Premises tenantable as speedily as possible, and, during the period of untenability, the Base Rent shall be abated in whole or in part, according to the portion of the Premises which is rendered untenantable, except that there shall be no abatement of Base Rent for any fire or other casualty which is caused by the negligent acts or omissions of Tenant or its agents, employees, invitees, licensees, contractors, or subcontractors and further, there shall be no abatement of Base Rent for the time required to replace or repair any of Tenant's property regardless of other circumstances. Tenant is solely responsible to repair and restore the damage to Tenant's trade fixtures, furniture, and furnishings. Subject to the rights of the holder of any mortgage of the Premises, the entire amount of any insurance proceeds resulting from such damage or destruction to the Premises must be paid to Landlord, except that Tenant may receive insurance proceeds for policies covering only Tenant's personal property which have not become fixtures. Notwithstanding the foregoing, if the Premises is substantially damaged and is rendered substantially untenantable by fire or other cause, and the same is in the last two (2) years of the Term, then Landlord may, within thirty (30) days after such fire or other cause, terminate this Lease by giving Tenant five (5) days notice of such termination in writing and Tenant must vacate the Premises and surrender the same to Landlord prior to expiration of such five (5) day period.

17. Right of Landlord to Perform. All obligations of Tenant under this Lease must be performed by Tenant at Tenant's sole cost and expense. However, if Tenant fails to pay any sum of money (other than Rent) or fails to perform any other act required of it hereunder, Landlord may, but is not be obligated to, make any payment or perform any such other act on Tenant's behalf and at Tenant's cost. Any sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the rate of eight (8%) percent per month from the date of such payment, are payable to Landlord by Tenant as Additional Rent. The foregoing includes but is not limited to obtaining insurance, payment of any taxes, utilities, liens, etc.

18. Floor Load. Tenant may not place a load upon any floor of the Premises exceeding the floor load per square foot it was designed to carry and is permitted by law without Landlord's prior written approval.

19. Tenant's Property. Tenant will bring or keep property upon the Premises solely at its own risk, and Landlord is not liable for any damages or theft to Tenant's property. Any insurance carried on Tenant's personal property must be separately identifiable from and above and beyond that carried by Tenant under Section 10.

20. Laws and Requirements. Tenant shall, at its sole cost and expense, comply with all laws, orders, ordinances and regulations of federal, state and municipal authorities and with any direction made pursuant to law that shall impose any order or duty upon Landlord or Tenant with respect to Tenant's occupancy, the use or manner of use of the Premises, otherwise as to the Premises, or required by reason of Tenant's request, action, or a breach of any of Tenant's obligations hereunder.

21. Assignment and Subletting. Tenant will not sublease, assign or pledge all or any portion of the Premises or this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld (provided the substitute tenant is of equal or greater net worth as Tenant). Any act or attempted assignment in violation of the foregoing is void. No consent by Landlord to any sublease, assignment, or pledge relieves Tenant from obtaining Landlord's written consent to any further sublease, assignment, or pledge.

22. Default by Tenant. The following is a default of this Lease by Tenant: (i) failure to pay any Rent or any other payment required to be made by Tenant under this Lease as and when due and the continuation of such failure for seven (7) days after said due date; or (ii) the failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, if such failure continues for fifteen (15) days after written notice by Landlord to Tenant alleging such breach; (iii) failure to complete the Tenant Improvements; (iv) the making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition under any federal or state bankruptcy or insolvency laws (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days after filing), the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or Tenant's interest in this Lease or the Premises when possession is not restored to Tenant within thirty (30) days, or the attachment, execution or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises, if such seizure is not discharged within thirty (30) days; or (v) the abandonment of the Premises by Tenant, which shall be deemed to have occurred if Tenant ceases business operations at the Premises and fails to occupy or conduct business therein for a continuous period of twelve (12) months.

(a) Landlord's Rights upon Tenant Default. In the event of any default by Tenant as provided above, Landlord may terminate this Lease or Tenant's right to possession of the Premises without terminating this Lease.

i. Termination. If Landlord terminates this Lease, Landlord is entitled to receive from Tenant: (i) any unpaid Rent which has been earned at the time of such termination; plus (ii) the unpaid Rent earned after termination of the Lease until the time of judgment; plus (iii) the value at the time of award (computed by discounting such amounts at six [6%] percent per month) of the amount of the unpaid Rent for the balance of the Term; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's defaults under this Lease or which in the ordinary course of things would be likely to result from such default; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. Landlord will attempt to mitigate its damages by using commercially reasonable efforts to lease the Property.

ii. Continued Lease after Default. If Landlord does not elect to terminate this Lease as provided in subsection (a)(i) above, Landlord may from time to time, without

terminating this Lease, enforce all of its rights and remedies under this Lease. Without limiting the foregoing, Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due.

(b) Reletting. Upon a default, Landlord may but is not required to relet all or part of the Premises. In the event Landlord at its sole discretion elects to relet the Premises the proceeds of any reletting will be applied first to cover Landlord's reasonable costs and expenses of such reletting (including without limitation, reasonable costs and expenses of retaking or repossessing the Premises, removing persons and property, securing new tenants, including expenses for redecoration, alterations and other costs in connection with preparing the Premises for the new tenant, and Landlord's cost to maintain and operate the Premises) and receivers' fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and Landlord's interest under this Lease and any necessary or reasonable alterations; second, to the payment of any indebtedness of Tenant to Landlord other than Rent due and unpaid under this Lease; third, to the payment of Rent due and unpaid under this Lease; and the residue, if any, may be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant is not entitled to receive any portion of such residue.

(c) Remedies. None of the foregoing will be deemed to limit Landlord's remedies or options, or operate as a waiver of any rights to indemnification or other rights. All of Landlord's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress. In addition to the other remedies provided in this Lease, Landlord is entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the terms of this Lease.

23. Default by Landlord. Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure continues for a period of fifteen (15) days (or the additional time, if any, that is reasonably necessary promptly and diligently to cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice must give in reasonable detail the nature and extent of the failure and identify the Lease provision(s) containing the obligation(s). If Landlord defaults in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided in this subsection), Tenant may pursue any remedies available to it under law.

24. Abandonment. If Tenant abandons or vacates the Premises before the expiration of the Lease Term, such action shall constitute a default under this Lease. In the event of abandonment, Landlord may, at its option and without waiving any rights or remedies, enter and take possession of the Premises, relet the Premises on such terms as Landlord deems commercially reasonable, and recover from Tenant (i) all Rent and other sums due and payable under this Lease through the date of reletting, (ii) the costs of repossession, repair, and reletting (including, without limitation, brokerage commissions and reasonable attorneys' fees), and (iii) any deficiency between the Rent due under this Lease for the remainder of the Lease Term and the net amounts actually received by Landlord from reletting.

25. Tenant shall not be released from liability for Rent or other obligations under this Lease unless and until Landlord has executed a new lease for the Premises and the Lease Term has otherwise expired. Landlord shall have no obligation to mitigate damages beyond making commercially reasonable efforts to relet the Premises.

26. No Implied Waiver or Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due may be deemed to be other than on account of the earliest installment of such Rent due, nor may any endorsement or statement on any check or any letter accompanying any check or payment as

Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in the Lease provided. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee of Landlord does not operate as a termination of this Lease or a surrender of the Premises.

27. Surrender of Possession. Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant must remove all of its personal property from the Premises and surrender possession of the Premises to Landlord in good condition, reasonable wear and tear excepted. If Tenant fails to remove all of its personal property upon the expiration or termination of this Lease, Landlord may, following ten (10) days prior written notice, at its election in its discretion: (a) treat such failure or refusal as an offer by Tenant to transfer title to such personal property to Landlord, in which event title passes under this Lease as a bill of sale, or (b) treat such failure or refusal as conclusive evidence, on which Landlord may rely absolutely, that Tenant has forever abandoned such personal property. In either event, Landlord may, with or without accepting title to such personal property, keep or remove, store, destroy, discard, sell, or otherwise dispose of all or any part in any manner that Landlord chooses without incurring liability to Tenant or to any other person. Costs incurred by Landlord in dealing with abandoned property will be due as Additional Rent.

28. Holding Over. Tenant acknowledges that its holding over beyond the time of the termination or expiration of this Lease will cause Landlord additional expense. If Tenant remains in possession of the Premises after the termination or expiration of this Lease, Tenant acquires no rights with respect to the Premises. Tenant must, however, pay Landlord as liquidated damages for all periods of holdover one hundred fifty percent of the amount of Rent, both Base Rent and Additional Rent, which would have been due for a like period of occupancy during the Term. The provisions of this clause do not operate as an acceptance of the holdover by Tenant or a waiver by Landlord of any right it may otherwise enjoy. Additionally, Tenant will be responsible for any damages Landlord suffers by reason of Tenant's holding over (such as Landlord losing a new tenant or incurring expense with an incoming tenant due to such holdover).

29. Eminent Domain. If all or a material part of the Premises (such that Tenant can no longer reasonably operate at the Premises) is taken or condemned by any competent authority for any public use or purpose, Landlord may terminate this Lease as of the date of the actual taking, without apportionment to Tenant of any portion of the award or damages. Otherwise, this Lease remains in full force and effect without apportionment to Tenant of any portion of the award or damages, provided that the Base Rent will decrease proportionately based on the amount of square feet taken from the Premises as a result of such taking. In the event of a termination pursuant to this section, Base Rent will be apportioned to the date of such taking. If the leasehold interest vested in Tenant by this Lease is condemned or taken, Landlord's obligations under this Lease terminate as of the date of such condemnation or taking. Tenant may recover the value of its leasehold so long as it does not diminish Landlord's award.

30. Environmental Laws; Indemnification.

(a) Definitions.

i. "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any federal, state or local governmental authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Solid Waste Disposal Act; the Federal Water Pollution Control Act of 1972; the Emergency Planning and Community Right-To-Know Act of 1986; the Clean Air Act of 1966; the

Occupational Safety and Health Act of 1970; the Safe Drinking Water Act of 1974; all amendments to any of the foregoing; any similar laws enacted by the state of Michigan (including without limitation the Natural Resources and Environmental Protection Act of the state of Michigan and all related laws and regulations), as amended.

ii. “Hazardous Materials” means any materials, substances, chemicals, or wastes, including, without limitation, petroleum (including crude oil or any fraction thereof), polychlorinated biphenyls, radioactive materials, and asbestos-containing materials, which are regulated under or pursuant to Environmental Laws.

iii. “Handle” (and all other variations of this word) means any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

iv. “Responsible Party” means Tenant, and any party acting for or through Tenant, including its subtenants and its assignees, and their respective contractors, clients, officers, directors, employees, agents, licensees, and invitees, or any of them, as the case may be.

(b) Tenant shall be solely responsible for all Hazardous Materials on or about the Premises arising from Tenant’s acts or operations. During the Term, no Hazardous Materials may be Handled on or about the Premises, except for normal quantities of materials customarily used in the ordinary course of business operations. Any Hazardous Materials that exist on the Premises, are Handled on or about the Premises, or are present as a result of the acts or omissions of a Responsible Party, shall be referred to as “Tenant’s Hazardous Materials.” Tenant’s Hazardous Materials must be Handled at all times in full compliance with all applicable Environmental Laws. Upon execution of this Lease, Tenant, at its sole cost and expense, shall obtain and complete a Phase I Environmental Site Assessment and, if recommended by the Phase I, a Phase II Environmental Site Assessment, as well as a Baseline Environmental Assessment (BEA) in accordance with applicable Michigan law. Tenant shall promptly provide Landlord with complete copies of all such reports and assessments upon completion.

(c) In addition to the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant must at its sole cost and effort promptly take all actions required by any federal, state or local governmental agency or political subdivision, or necessary for Landlord to make full economic use of any portion of the Premises, which requirements or necessity arises from Tenant’s Hazardous Materials upon or about any portion of the Premises. Such actions include, but are not limited to, the investigation of the environmental condition of any portion of the Premises, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Tenant must take all actions necessary to restore any portion of the Premises to the condition existing prior to the introduction of Tenant’s Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. Tenant must nevertheless obtain Landlord’s written approval prior to undertaking any actions required by this section, which approval may not be unreasonably withheld so long as such actions would not potentially have a material adverse long term or short term effect on any portion of the Premises.

(d) Tenant agrees to execute affidavits containing representations from time to time at Landlord’s request conveying Tenant’s best knowledge and belief regarding the presence of Hazardous Materials in or at the Premises.

31. Indemnification. Tenant shall protect, indemnify, hold harmless and defend Landlord, and its elected officials, directors, officers, agents and employees, successors and assigns, from and against:

(a) any and all losses, costs, damages, liability or expense as incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the use or occupancy of the Premises by Tenant or the acts or omissions of Tenant or its agents, employees, contractors, clients, invitees or subtenants except to the extent caused by the negligence of Landlord. Such loss or damage includes, but is not limited to, any injury or damage to, or death of, Landlord's employees or agents or damage to the Premises;

(b) any breach of this Lease by Tenant; and

(c) all environmental damages which arise from Tenant's Hazardous Materials, as defined in Section 29. The term "environmental damages" includes (i) all related claims, judgments, damages, penalties, fines, costs, liabilities, and losses; (ii) all sums paid for settlement of claims, fines, penalties, attorneys' fees, consultants' fees and experts' fees; and (iii) all costs incurred by Landlord in connection with investigation, testing, or remediation relating to Tenant's Hazardous Materials (including any requested by any governmental agency or lender) whether or not required by Environmental Laws, necessary for Landlord to make full economic use of the Premises, or otherwise required under this Lease. To the extent that Landlord is strictly liable under any Environmental Laws, Tenant's obligation to Landlord and the other indemnitees under the foregoing indemnification is likewise without regard to fault on Tenant's part with respect to the violation of any Environmental Law which results in liability to the indemnitee. Tenant's obligations and liabilities pursuant to this section survive the expiration or earlier termination of this Lease.

32. Access to Premises. Landlord may enter upon the Premises for the purpose of inspecting them, preventing waste, loss or destruction, or enforcing any of its rights or powers under this Lease. Whenever possible, Landlord must give notice (oral or written) at least twenty-four (24) hours prior to entry. Landlord is neither liable nor responsible for any loss to Tenant or Tenant's business that may occur by reason of such entry. Throughout the Term, Landlord may enter the Premises at reasonable hours for the purpose of showing them to prospective mortgagees and tenants. Landlord may also during the final Lease Year place upon the Premises the usual notices of "For Sale" "To Let" and "For Rent," which notices Tenant must permit to remain thereon. In the case of an emergency, if Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same by master key or, if necessary to the protection of life or property, forcibly. In no event are Tenant's obligations under this Lease affected by any such entry.

33. Subordination; Attornment; Estoppel Certificate. This Lease is subject and subordinate to the interests of the holders of any notes secured by mortgages on the Premises, now or in the future, and to all ground or underlying leases and to all renewals, modifications, consolidations, replacements and extensions thereof provided that Tenant's quiet enjoyment hereunder will not be disturbed so long as Tenant is not in default beyond any applicable cure period. Upon request of the holder of any note secured by a mortgage on the Premises, Tenant must provide written confirmation that no action taken by such holder to enforce said mortgage terminates this Lease or invalidates or constitutes a breach of any of its provisions, and Tenant must attorn to such mortgagee, or to any purchaser of the Premises at any foreclosure sale, or sale in lieu of foreclosure, for the balance of the Term on all the terms and conditions contained in this Lease, provided that any such mortgagee provides to Tenant a non-disturbance

agreement in standard form. While the provisions of this section are self-executing, Tenant and all persons affected thereby must execute such documents necessary to affirm or give notice of such subordination and attornment. Further, Tenant must within ten (10) business days of Landlord's request deliver to Landlord, or anyone designated by Landlord, a certificate stating and certifying as of its date (i) the date to which Rent and other charges under this Lease have been paid, (ii) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of this Lease on the part of Tenant to be performed or complied with (and, if so, specifying the same), and (iii) if such be true, that this Lease is unmodified and in full force and effect and Landlord is not in default under any provision of this Lease. Landlord will, at Tenant's request, certify to Tenant's lender that it has no interest in Tenant's personal property and will permit Tenant's lender to occupy the Premises at the then-current rental rate following Tenant's default for a reasonable period for the purpose of removing or selling Tenant's personal property from the Premises.

34. Subordination of Leasehold Mortgage. Tenant shall have the right, subject to Landlord's prior written consent, to encumber its leasehold interest under this Lease with a leasehold mortgage, deed of trust, or similar security instrument in favor of a bona fide lender ("Leasehold Mortgage"). Notwithstanding the foregoing, any such Leasehold Mortgage shall be expressly subordinate and subject in all respects to the terms and conditions of this Lease and to the rights of Landlord hereunder, including, without limitation, the right to terminate this Lease as provided herein.

35. Personal Guarantee. As a condition to the effectiveness of this Lease, the Tenant shall cause _____ to execute and deliver to Landlord, simultaneously with the execute of this Lease, a person guarantee in the form attached hereto as Exhibit D (the "Guarantee"). Failure of Tenant to deliver the executed Guarantee shall constitute a default under this Lease. The Guarantee shall remain in full force and effect for the entire Term of the Lease, including any renewals, extensions, or amendments thereto, unless expressly released in writing by Landlord.

36. Miscellaneous.

(a) No Broker. Each party represents to the other that no salesperson, agent, broker or other third party was involved in this Lease to whom either party could incur liability for a commission or other compensation. Each party agrees to indemnify the other party and hold the other party harmless against any breach of the indemnifying party's representations in this section.

(b) Notices. Any notice under this Lease must be in writing sent by personal delivery, certified or registered mail or overnight courier service to the party at its address as set forth in the first paragraph of this Lease. Any such notice is deemed effective when delivered personally, on the date of delivery if mailed by overnight courier or certified or registered mail, and on the second business day following the date of mailing by standard post. Either party may change its address for notices by giving written notice of such change from time to time. Notice may also be given by email, provided that the email is only effective when acknowledged by the recipient.

(c) No Waiver. The failure of either party to enforce any covenant or condition of this Lease is not a waiver of such covenant or condition or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease may be deemed to have been waived unless such waiver is in writing and signed by the person against whom the waiver is claimed. All rights and remedies of Landlord under this Lease are cumulative, and none exclude any other rights or remedies allowed by law.

(d) Successors and Assigns. The covenants, conditions, and agreements contained in this Lease bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

(e) Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises during the Term.

(f) Entire Agreement; Amendment. This Lease represents the entire agreement between the parties. It may not be amended, altered or modified unless in a writing signed by both parties (without limitation, no oral modifications are permitted or will be binding upon the Landlord).

(g) Choice of Law; Severability. This Lease is governed by and will be construed in accordance with the laws of the State of Michigan. The invalidation of one or more terms of this Lease does not affect the validity of the remaining terms.

(h) Expenses of Enforcement. If Landlord, in connection with any default by Tenant, makes any expenditure or incurs any obligations for the payment of money, including, but not limited to, reasonable attorneys' fees and costs incurred in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred, together with interest, are deemed to be Additional Rent and must be paid by Tenant to Landlord. Further, if either party brings any claim or action against the other for a default of this Lease, and is successful in such action or claim, the losing party will pay the costs and attorneys fees incurred by the winning party in bringing and prosecuting such claim or action, and otherwise enforcing this Lease.

(i) Financial Statements. Tenant will provide its financial statements (whatever the Tenant produces for its accounting, bookkeeping, and tax needs) to Landlord upon request.

(j) Third Parties. There are no third-party beneficiaries to this Lease.

(k) Time of Essence. Time is of the essence with respect to this Lease.

(l) Unpaid Rent. Tenant's obligation to pay Rent and all other charges due hereunder that have accrued but are unpaid survives the expiration or termination of the Lease.

Intentionally left blank; signatures on the following page.

DRAFT

IN WITNESS WHEREOF, Landlord and Tenant have caused their respective representatives to execute this Lease as of the date first set forth above.

“TENANT”:

By: _____
Its: _____

“LANDLORD”:

CITY OF PLAINWELL, a Michigan municipal
corporation:

By: Brad Keeler
Its: Mayor

By: JoAnn Leonard
Its: City Clerk

EXHIBIT A
Legal Description

DRAFT

EXHIBIT B
Option to Purchase Real Estate Agreement

DRAFT

EXHIBIT C
Tenant Improvements

DRAFT

EXHIBIT D

Personal Guarantee

Personal Guarantee of Lease

For good and valuable consideration, including the execution of that certain Lease dated _____, 20 (the "Lease"), by and between [Landlord Name] ("Landlord") and [Tenant Name] ("Tenant"), the undersigned [Guarantor Name] ("Guarantor"), hereby absolutely, unconditionally, and irrevocably guarantees to Landlord the full and prompt payment of all rent and other sums due under the Lease, and the full and faithful performance of all covenants, conditions, and obligations of Tenant under the Lease, as such Lease may be amended, extended, or renewed from time to time.

This Personal Guarantee of Lease (the "Guarantee") is attached to and made part of that certain Lease Agreement dated _____, 20 (the "Lease"), CITY OF PLAINWELL, a Michigan municipal corporation, whose address is 211 North Main Street, Plainwell, Michigan 49080 and _____. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.

1. Nature of Guarantee

This is a continuing guarantee of payment and performance, not merely of collection. Landlord shall not be required to exhaust remedies against Tenant or pursue any security or collateral prior to enforcing this Guarantee against Guarantor.

2. Waivers

Guarantor expressly waives notice of acceptance of this Guarantee, notice of default by Tenant, demand for payment, and all defenses based on suretyship or impairment of collateral.

3. Scope

This Guarantee shall remain in full force and effect for the entire term of the Lease (including renewals and extensions) unless expressly released in writing by Landlord. This Guarantee shall bind Guarantor's heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of Landlord and its successors and assigns.

4. Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Guarantor has executed this Personal Guarantee as of the ____ day of _____, 20.

Guarantor: _____

Name: _____

Address: _____

Phone/Email: _____

DRAFT

OPTION TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT (the "Agreement") is made as of _____, 20____ (the "Agreement Date") between the CITY OF PLAINWELL, a Michigan municipal corporation, whose address is 211 North Main Street, Plainwell, Michigan 49080 (the "City"), and _____, a _____ whose address is _____ (the "Optionee") (the City and Optionee are collectively called the "Parties").

RECITALS :

A. The City is the owner of certain real property located in the City of Plainwell, Allegan County, Michigan, commonly known as _____, and more particularly described on the attached Exhibit A (the "Property").

B. Optionee executed a Lease Agreement with the City for the Property on _____, 20____.

C. Pursuant the terms of the Lease Agreement, the Optionee has been granted the exclusive option to purchase the Property upon fully and satisfactorily completing, at its sole cost and expense, all items required under the punch list attached hereto as Exhibit B (the "Punch List").

D. The completion shall be deemed to have occurred only when the City, as Landlord, has provided written confirmation that all Punch List items have been completed to its reasonable satisfaction.

E. In consideration of the Optionee's satisfactory completion of the Punch List, the Parties desire to enter into this Agreement, setting forth the terms of Optionee's exclusive option to purchase the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow.

AGREEMENT :

1. Grant of Option. The City hereby grants to Optionee the exclusive option to purchase the Property (the "Option") in accordance with the terms of this Agreement.

2. Option Period. The Option shall remain in effect for a period of five (5) years following the City's written confirmation of completion of the Punch List (the "Option Period"). Optionee may extend

the Option Period one (1) time for an additional one (1) year by providing written notice to the City prior to the expiration of the then-current Option Period.

3. Exercise. The Parties acknowledge that the specific terms of sale of the Property, including but not limited to the purchase price, have not yet been determined. The exercise of the Option and the execution of a binding purchase agreement are contingent upon: (i) successful completion of the Punch List, and (ii) the negotiation and mutual agreement of all material terms of sale.

4. City's Obligations. During the Option Period, City agrees as follows:

(a) City shall not sell the Property or engage in any marketing efforts to sell the Property, nor engage the efforts of a third-party, including but not limited to a real estate agent or broker, for the purpose of marketing or selling the Property.

(b) City shall not enter into any other Option Agreement or other contractual arrangement for the future sale of the Property with any other party.

(c) City shall permit Optionee, and its agents, access to the Property for all purposes necessary for Optionee to determine whether to exercise its Option.

(d) City shall, within thirty (30) days of the Optionee providing notice of its exercise, order a title commitment for the Property and, upon receipt, deliver a copy of said title commitment to Optionee.

5. Optionee's Obligations. During the Option Period, Optionee agrees as follows:

(a) Optionee shall exercise due diligence in gathering information regarding the Property that Optionee deems necessary, in its sole discretion, in making its decision whether to exercise its Option.

(b) Optionee, at its sole cost and expense, may engage any professional deemed necessary by Optionee, including but not limited to a civil engineer and surveyor, to complete and reports, surveys, and studies.

(c) Upon request, Optionee will share with City the results of the investigations, reports, surveys, and maps including all environmental studies of the Property provided by its agents. Optionee makes no representations whatsoever regarding the accuracy of the information contained therein. Optionee shall have no liability whatsoever with regard to the accuracy of the information provided by its agents regarding the Property and to the extent City relies on said information, City acknowledges that it does so at its own risk.

6. General Provisions.

(a) Entire Agreement. This Agreement and the exhibits and documents referenced herein contain the complete understanding of the parties with respect to their subject matter and all other agreements and discussions are merged herein.

(b) Risk of Loss. The risk of loss concerning the Property will be with City.

(c) Time of Essence. It is understood and agreed that time is deemed of the essence of this Agreement.

(d) Amendments. No variation, modification, or alteration of this Agreement shall be binding or effective unless in writing and signed by both parties. There will be no oral modification of this Agreement.

(e) Counterparts and Delivery. This Agreement may be executed in counterparts and delivered by any reasonable means (including email); each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

(f) Governing Law. This Agreement will be governed by and construed in accordance with Michigan law and Allegan County, Michigan shall have exclusive jurisdiction and venue over any and all disputes arising therefrom.

(g) Binding Effect. All of the terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

(h) Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged and agreed that this Agreement shall be interpreted in light of the probable intent of the parties.

(i) Severability: The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, City and Optionee have caused their respective representatives to execute this Agreement as of the date first set forth above.

CITY OF PLAINWELL, a Michigan municipal corporation:

By: Brad Keeler
Its: Mayor

By: JoAnn Leonard
Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by Brad Keeler, the Mayor of the City of Plainwell, and by JoAnn Leonard, the City Clerk of the City of Plainwell who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

OPTIONEE

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____
_____, 20__, by _____, the _____
of _____, who is personally known to me or who have
produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and after recording return to:
Justin Lakamper, City Manager
City of Plainwell
211 N. Main St.
Plainwell, MI 49080

EXHIBIT A
Property Legal Description

EXHIBIT B
Punch List