EXCHANGE AGREEMENT

This Exchange Agreement ("Agreement") is made on _____ between the **City of Holland**, a Michigan municipal corporation with its principal offices located at 270 South River Avenue, Holland, Michigan 49423 (the "City"), and **Geenen DeKock Properties, L.L.C.**, a Michigan limited liability company located at 12 W. 8th Street, Suite 250, Holland, Michigan 49423 ("GDK"). Throughout this Agreement, the City and GDK are each referred to individually as a "Party" and collectively as the "Parties".

BACKGROUND

I. The Parties each own real property currently used for parking in the Holland City block bounded by 8th Street to the North, River Avenue to the East, 9th Street to the South, and Pine Avenue to the West. The City's parking lot contains fewer parking spaces than GDK's parking lot, although the Parties have reached an agreement during their negotiations that each parking lot is essentially equal in value.

II. For the purpose of facilitating the future development of the area surrounding the parking lots, the Parties wish to enter into a transaction involving each Party's transfer of its parking lot to the other Party for no cash consideration, subject to the terms and conditions set forth below in this Agreement.

AGREEMENT

1. Transferred Property. The real property to be transferred between the City and GDK is referred to collectively as the "Transferred Properties" and described in detail below.

(A) The City's Property. The City agrees to transfer to GDK all of the City's right, title, and interest in the real property described and shown on the map attached to this Agreement at **Exhibit A** ("City's Property").

(B) GDK's Property. GDK agrees to transfer to the City all of GDK's right, title, and interest in the real property described and shown on the map attached to this Agreement at **Exhibit A** ("GDK's Property").

2. Consideration. The Parties agree that, notwithstanding the ancillary expenses allocated as set forth in this Agreement, the City's Property will be transferred to GDK for no additional cash consideration and GDK's Property will be transferred to the City for no additional cash consideration as the properties are of equal value.

3. The City's Representations and Warranties. The City represents and warrants as follows to GDK.

(A) Awareness. During the negotiations before the execution of this Agreement, the City has: (i) been furnished with all information that the City considers necessary or advisable to enable the City to form a decision concerning receiving the transfer of GDK's

Property; and (ii) had an opportunity to examine GDK's Property and agrees to accept the same "as is," subject to the remaining conditions and other provisions of this Agreement.

(B) Title to Assets. The City has good and marketable title to the City's Property, which property is not subject to any pledge, lien, encumbrance, security interest, or charge other than as stated in this Agreement.

(C) No Existing Restrictions. The City is not a party to any agreement that would prohibit the City from entering into this Agreement, making the transfer of the City's Property, or receiving the transfer of GDK's Property.

(D) Authority. When executed, this Agreement, all exhibits attached to this Agreement, and all other documents that may be reasonably required to carry out the intent of this Agreement will be legal, valid, and binding obligations of the City.

(E) Full Disclosure. This Agreement and any other information furnished to GDK in connection with the transaction set forth in this Agreement does not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements contained in this Agreement, in light of the circumstances under which they were made, not misleading.

(F) Reliance. The representations and warranties set forth above in this section are made by the City with the knowledge and expectation that GDK is placing complete reliance on them.

4. GDK's Representations and Warranties. GDK represents and warrants as follows to the City.

(A) Awareness. During the negotiations before the execution of this Agreement, GDK has: (i) been furnished with all information that GDK considers necessary or advisable to enable GDK to form a decision concerning receiving the transfer of the City's Property; and (ii) had an opportunity to examine the City's Property and agrees to accept the same "as is", subject to the remaining conditions and other provisions of this Agreement.

(B) Title to Assets. GDK has good and marketable title to GDK's Property, which property is not subject to any pledge, lien, encumbrance, security interest, or charge other than as stated in this Agreement.

(C) No Existing Restrictions. GDK is not a party to any agreement that would prohibit GDK from entering into this Agreement, making the transfer of GDK's Property, or receiving the transfer of the City's Property.

(D) Authority. When executed, this Agreement, all exhibits attached to this Agreement, and all other documents that may be reasonably required to carry out the intent of this Agreement will be legal, valid, and binding obligations of GDK.

(E) Full Disclosure. This Agreement and any other information furnished to the City in connection with the transaction set forth in this Agreement does not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements contained in this Agreement, in light of the circumstances under which they were made, not misleading.

(F) Reliance. The representations and warranties set forth above in this section are made by GDK with the knowledge and expectation that the City is placing complete reliance on them.

(G) Additional Parking; Lease/Easement.

(i) GDK owns the property to the North of the GDK Property and West of the City Property (which property is not being conveyed to the City), including portions of the Sentinel Building property located at 54 West 8th Street, Holland, Michigan (the "Remaining GDK Property," which is that property designated as "GDK Properties 45 Spaces" on the attached Exhibit C. GDK shall proceed to demolish (the "Demolition") the south portion of the Sentinel Building (roughly the area of the GDK Properties 45 Spaces area currently occupied by a portion of the Sentinel Building) and install pavement over the Demolition area similar in quality to other City parking lots, as soon as weather permits. Such pavement will make the Demolition area appear generally as part of the existing parking area on the Remaining GDK Property (and as part of the parking area on the GDK Properties 45 Spaces area). GDK will stripe the pavement in the Demolition area at its expense in a configuration as shown in Exhibit B. The parking area thus created will provide for approximately 45 parking spaces. Combined with the 51 spaces on the GDK Property, 96 parking spaces (the "96 Parking Lot") will be available for public use, as depicted on Exhibit C (subject to the terms of the lease referred to in the following paragraph 4(G)(ii)).

(ii) At the Closing, the parties shall sign duplicate counterparts of a rent-free parking lease and easement whereby GDK will lease the parking area located on the GDK Properties 45 Spaces area to the City. The lease shall be in the form attached as Exhibit D.

5. Preparation for Closing. The Parties will not be obligated to proceed to the Closing (defined below in Section 6) until all of the items below and otherwise specified herein as conditions are completed.

(A) Condition of Title. Each Party will accept the other Party's property subject to the following: (i) any zoning regulations or ordinances and laws; (ii) any conditions or other disclosures that an accurate survey may disclose; (iii) an easement to be reserved by the City for existing and potential future utilities on the City's Property (following transfer to GDK), which easement shall follow the current utilities installed in such property or another mutually agreeable course and will be described in further detail once GDK obtains a survey of the City Property; (iv) any other covenants, easements, or reservations in the chain of title, or of record, or that would show on an examination of such property, including any right of way granted to the State of Michigan that does not affect the marketability of title; (v) any applicable future assessment of taxes or specific assessments by the City and (vi) any liens or encumbrances that

may accrue after the Closing Date (defined below in Section 6) pertaining to such property through any acts or omissions of the transferee Party.

(B) Environmental Assessment. GDK agrees to obtain, at its expense, a recertification of its recent environmental site assessment, review, or evaluation prepared for GDK's Property when/before it purchased the GDK Property. In the event that GDK desires, it may obtain an environmental site assessment, review, or evaluation of the City's Property. GDK may make such necessary arrangements at its sole expense. The Parties agrees that any persons retained by either of them to obtain any new environmental information and reports will conduct such activities in a manner that will minimize interference with the City's Property and GDK's Property, and, on completion of such activities, will restore the City's Property or GDK's Property, as the case may be, as nearly as is reasonably possible to the condition it was in immediately before such activities.

(C) Survey. GDK will, at its sole expense, order an ALTA/ACSM survey of the City's Property and GDK's Property within a reasonable time following the execution of this Agreement from a registered surveyor of its choosing for delivery to the Parties and the title insurance company which shall contain the legal description for the utility easement mentioned in Section 5 (A).

(D) Title Insurance. Each Party will obtain a commitment for an owner's policy of title insurance covering its property to be transferred to the other Party within a reasonable time following the execution of this Agreement from a title insurance company of its choosing for delivery to the Parties and the surveyor. GDK shall at the Closing pay the premium on the title insurance policies. Any special endorsements requested by a Party shall be paid for by that Party.

(E) Performance of Covenants. Unless otherwise agreed or waived, the Parties will have in all respects performed and complied with all terms and conditions that this Agreement and all instruments and other documents necessary to carry out the transaction contemplated by this Agreement.

(F) Removal of House. GDK has, at its expense, removed the house and debris from 77 W. 9th St. (tax parcel 70-16-324-024) and graded the remaining lot. GDK shall, at its expense, seed the lot as soon as practical when weather permits.

(G) Lot Splits. GDK and the City have obtained approval by the City's Assessor to split GDK's Property and the City's Property into separate tax parcels.

(H) Improvements to GDK's Property. GDK will stripe the pavement on GDK's Property at its expense in a configuration as shown in Exhibit B and shall patch the paved surface when weather permits.

(I) Alley/Walkway. GDK shall create an improved alley and walkway to the east of the City's Property of a design to be agreed upon by the City and GDK and then approved by the Holland Planning Commission as part of the approval process for the building GDK plans

to build on the City's Property. The parties agree that this requirement is necessary to mitigate the impact of the intended building upon the flow of pedestrians and the ability to supply the businesses along River Ave. The Alley/Walkway will be designed to give access from 8th St. to the buildings along River Ave. south of 8th Street for loading and unloading of vehicles and access for pedestrians from both 8th St. and GDK's Property.

6. Closing.

(A) Closing Date. The completion of the transfers of the Transferred Properties ("Closing") shall take place within thirty (30) days after GDK receives final and un-appealable approval from the City's Planning Commission as provided for in paragraph 5(I), above, or such later date as may be agreed on by the Parties ("Closing Date").

(B) Documents. At the Closing, each of the Parties will execute and all instruments and other documents necessary to carry out the transaction contemplated by this Agreement, including each of the following:

(i) A warranty deed, property transfer affidavit, and IRS Form 1099-S covering each of the transfers of the Transferred Properties.

(ii) Resolutions of the City and GDK approving and authorizing this Agreement and the transactions contemplated by this Agreement and identifying the officers authorized to execute all documents.

(iii) The City shall be entitled to reserve an easement for current utilities across the City Property, as provided in Section 5(A)(iii), above.

(C) One Transaction. Additionally, the Parties agree that the transfers of the Transferred Properties are one indivisible transaction and the Closing of one transaction is contingent upon the Closing of both simultaneously.

(D) Possession of Purchased Assets. Possession of the Transferred Properties will be given on the Closing Date.

(E) Fees and Expenses. Unless otherwise specified in this Agreement, each of the Parties will pay all of the costs that it incurs incident to the preparation, execution, and delivery of this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement will be consummated.

(F) Necessary Action. Each Party will, upon the request of the other, execute, acknowledge, and deliver any additional instruments that may be reasonably required to carry the intention of this Agreement into effect.

7. Post-Closing.

(A) Taxes and Assessments. All real property taxes with respect to GDK's Property billed during the calendar year 2016 shall be paid by GDK. GDK shall pay all real property taxes with respect to the City's Property beginning with those taxes billed during 2017. All tax bills for GDK's Property received in years prior to the year of the closing shall be paid by GDK. All special assessments constituting a lien on GDK's Property as of the closing shall be paid in full by GDK, and all special assessments constituting a lien on the City's Property as of the closing shall be paid in full by the City. GDK acknowledges that it will not receive any exemptions from paying special assessments on the City's Property assessed after the Closing; all unpaid installments of special assessments with respect to special assessments districts established by the City prior to the Closing and otherwise assessable to the City's Property shall be paid in full by the City at the Closing.

(B) Cooperation on Parking Structure Development. The Parties will cooperate and endeavor to advance GDK's plans to develop a parking structure on the GDK Properties 45 area, and property to the west, which cooperation may include (but will not necessarily be limited to) applying for brownfield redevelopment financing and assistance, other state and federal tax incentives, etc. and conveying the parking structure to the City subject to a reservation of a lease for parking spaces to be used by GDK's or its successor's and their tenants.

(C) Status of City's Property. Until GDK's plans for the City's Property are approved by the Planning Commission and GDK is ready to start construction on the City's Property, GDK shall allow the parking lot currently on the City's Property to be used as a public parking lot. So long as such parking lot is used for public parking, the City shall, at its expense, maintain such parking lot, including snow plowing, and shall keep such parking lot insured for public liability claims with limits currently applicable to other City-operated parking lots, naming GDK as an additional insured. The City's maintenance obligation under this paragraph D shall not include repaving.

8. Indemnification.

(A) Indemnification by GDK. GDK will defend, indemnify, and hold harmless the City and its officers, employees, agents, representatives, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable attorneys' fees) in connection with or resulting from: (i) all debts, liabilities, and obligations related to GDK's ownership of GDK's Property, whether absolute, contingent, known, unknown, or otherwise, that occur at any time before the Closing; (ii) any inaccuracy in any representation or breach of any warranty of GDK contained in this Agreement; and (iii) any failure by GDK to perform or observe in full, or to have performed or observed in full, any covenant, agreement, term, or condition to be performed or observed by GDK under this Agreement.

(B) Indemnification by the City. The City will defend, indemnify, and hold harmless GDK and its officers, employees, agents, representatives, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable attorneys' fees) in connection with or resulting from: (i) all debts, liabilities, and obligations related to the City's ownership of the City's Property, whether

absolute, contingent, known, unknown, or otherwise, that occur at any time before the Closing; (ii) any inaccuracy in any representation or breach of any warranty of the City contained in this Agreement; and (iii) any failure by the City to perform or observe in full, or to have performed or observed in full, any covenant, agreement, term, or condition to be performed or observed by the City under this Agreement.

9. Termination.

(A) Rights to Terminate. Except as otherwise specifically set forth in this Agreement, termination may be made at any time before the Closing Date as follows:

(i) By both Parties in a written instrument.

(ii) By either Party if there has been a material breach of any of the representations or warranties set forth in this Agreement and the breach by its nature cannot be cured before the Closing.

(iii) By either Party if there has been a breach of any of the covenants or agreements set forth in this Agreement and the breach is not cured within ten (10) business days after the breaching Party receives written notice of the breach from the non-breaching Party.

(iv) By either Party if not satisfied with the title of the other as shown by the title commitment(s), the survey, any environmental report obtained by a Party, if the Parties are not able to agree upon the description of the easement to be reserved, if the Parties are not able to agree upon the plans for the Alley/Walkway described in paragraph 7(B), above, the failure of any other contingency on a Party's obligations hereunder, or the failure of the City's Planning Commission to approve the plans for GDK's construction on the City's Property and the alley/walkway (referred to in paragraph 7(B), above).

(B) Effect of Termination. If this Agreement is terminated as provided in Section 9(A)(i), this Agreement will become void and have no effect. If this Agreement is terminated as provided in Section 9(A)(ii) or 9(A)(iii), the breaching Party will not be relieved or released from any liabilities or damages arising out of that Party's breach of any provision of this Agreement. In any event, the provisions of Section 6(C) shall apply to any termination of this Agreement for any reason whatsoever.

10. Notices. All notices, requests, demands, waivers, consents, and other communications required or permitted by this Agreement will be in writing and deemed given to a Party when delivered to the appropriate address by hand or by nationally recognized overnight courier service (with costs prepaid), sent by facsimile or email, or received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers, or email addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, email address, or person that a Party may designate by notice to the other Party):

(A) If to the City:

Mr. Ryan Cotton, City Manager
Holland City Hall
270 S. River Avenue, Holland, MI 49423
616-394-4543
r.cotton@cityofholland.com

with a copy to:

Mr. Ronald J. Vander Veen, Esq.
Cunningham Dalman, P.C.
321 Settlers Road, Holland, MI 49423
Fax: (616) 392-1821
Email: rjvv@holland-law.com

(B) If to GDK:
Mr. Doug DeKock or Mr. Charles A. Geenen
12 West 8th Street
Holland, MI 49423
Fax: 1.616.355.0301
Email: Doug DeKock (DDeKock@gdkproperties.com)
Chuck Geenen (cgeenen@gdkconstruction.com)

with a copy to:

John R. Marquis
Warner Norcross & Judd LLP
85 East Street, Suite 310
Holland, MI
Fax: 616 494 3554
Email: jrm@wnj.com

11. Construction of Agreement. The Parties acknowledge that they (and their counsel, if applicable) have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendments. Additionally, GDK acknowledges that Cunningham Dalman, P.C. represents the City in the preparation and negotiation of this Agreement and that GDK has had an opportunity to have its own attorney review this Agreement prior to signing.

12. Survival of Representations. All representations, warranties, and agreements made by the Parties under to this Agreement will survive the Closing, without limitation as to time.

13. **Captions and Headings.** All captions and headings contained in this Agreement are to assist with identification and have no further legal significance.

14. **Binding Effect.** This Agreement binds and inures to the benefit of the Parties and their respect legal representatives, successors, and assigns. Accordingly, this Agreement is expressly acknowledged by the Parties to not be for the benefit of any third party.

15. **Construction.** This Agreement is governed by the laws of the State of Michigan.

16. **Entire Agreement.** This Agreement (including all attached exhibits and any additional documents that may be reasonably required to carry out the intent of this Agreement) represents the entire understanding and agreement between the Parties with respect to the subject matter and supersedes all prior representations, agreements, or negotiations between the Parties.

17. **Amendment.** This Agreement cannot be amended or supplemented except by the subsequent agreement of the Parties set forth in writing and signed by each Party.

18. **Waiver.** The waiver by any Party of any breach or breaches of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

19. **Severability.** The invalidity or unenforceability of any particular provisions of this Agreement will not affect any other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

20. **Electronic Signatures.** This Agreement may be signed by facsimile copy, email, or other electronic means, and any such copy will be considered an original for all purposes.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

The Parties have executed this Agreement as of date first set forth above.

THE CITY	**GDK**
City of Holland	**Geenen DeKock Properties, L.L.C.**
_____	_____
By: Nancy DeBoer Its: Mayor	By: Doug DeKock, Manager
_____	_____
By: Anna Perales Its: Deputy City Clerk	By: Charles A. Geenen, Manager

EXHIBIT A

Map of the City's Property and GDK's Property

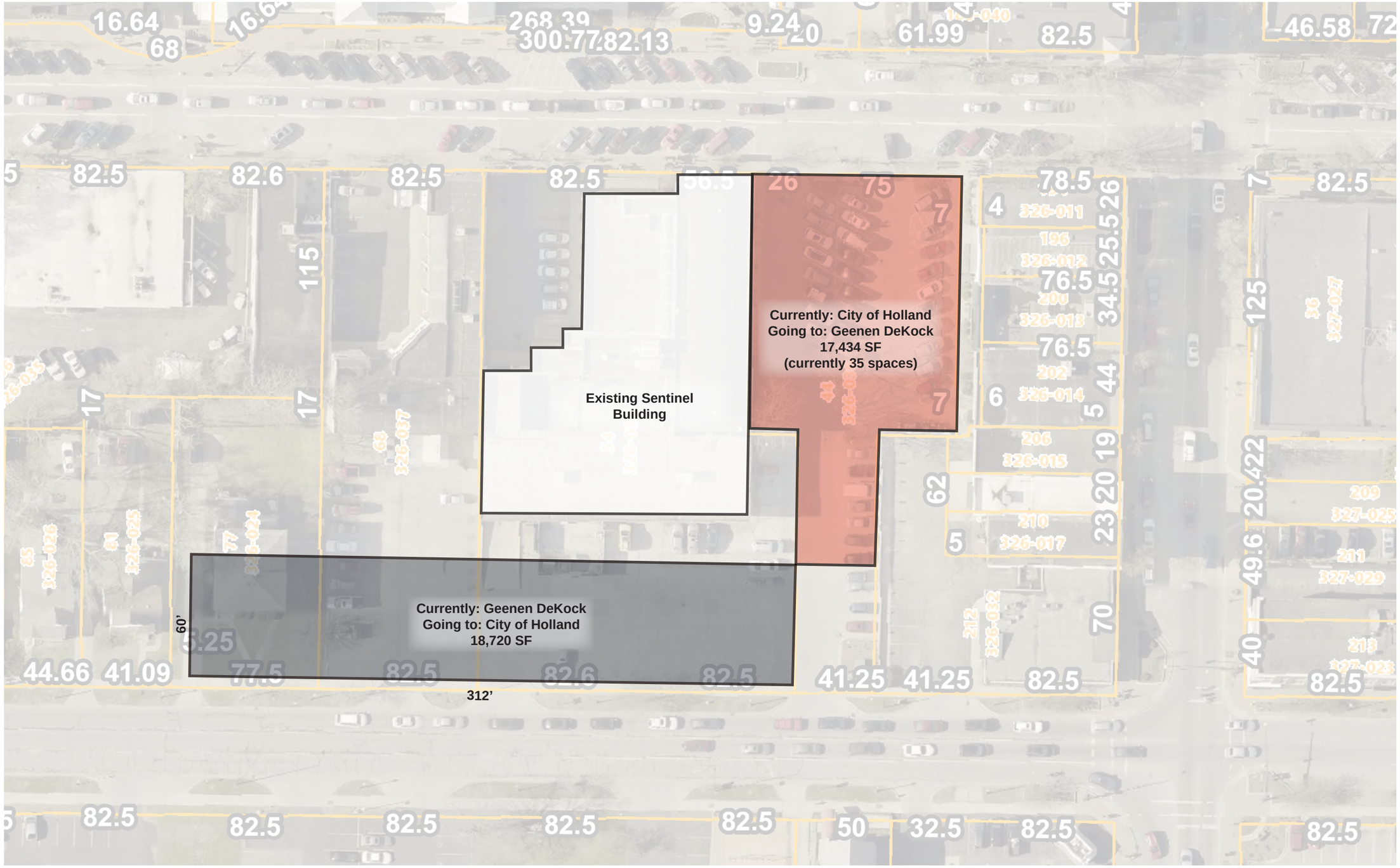


EXHIBIT A_LAND SWAP: PROPERTIES

12. 17 . 2015

EXHIBIT B

Map of Striping

EXHIBIT B_FOLLOWING SENTINEL DEMOLITION: PARKING BREAKDOWN PER PARCEL

12. 17 . 2015

EXHIBIT C

Final Configuration

EXHIBIT C_FOLLOWING PROPOSED MIXED-USE BUILDING: PARKING BREAKDOWN

12. 17 . 2015

Exhibit D

Lease

LEASE AGREEMENT

This Agreement is entered into this ___ day of _____, 2016, by and between **Geenen DeKock Properties, L.L.C.**, a Michigan limited liability company located at 12 W. 8th Street, Suite 250, Holland, Michigan 49423, ("Lessor"), and **THE CITY OF HOLLAND,** a Michigan municipal corporation, of 270 S. River Ave., Holland, Michigan 49423 ("Lessee").

WITNESSETH

The Lease Agreement is subject to the following terms, conditions, and agreements:

1. **Leased Premises.** Lessor and Lessee agree that the Leased Premises shall be the following described property, including all improvements, paving, and enhancements for vehicular parking spaces shown in Attachment A. The Premises on which the parking spaces shall be located are described as follows:

The South 72.78 feet of Parcel E, Parcel D, and Parcel B as shown on the Attachment A, City of Holland, Ottawa County, Michigan.

Part of Tax Parcel 70-16-29-326-033
(the "Premises").

2. **Term.** The term of this Lease Agreement shall be for term commencing on _____, ___, 2016 and ending on June 30, 2018. The term shall thereafter continue from year-to-year (consistent with the City's fiscal year) thereafter, including all of the terms, conditions, and agreements as set forth herein, until terminated by either Lessor or Lessee upon thirty days written notice to the other party.

3. **Rent.** Lessee shall pay to Lessor no rent for the use of the Premises.

4. **Real Estate Taxes and Assessments.** Lessor shall pay all real estate taxes and assessments attributable to or assessed against the Premises.

5. **Use of the Premises.**

   a. Lessee shall use the Premises solely for municipal parking purposes. Any modification of the use of the Premises must be approved, in writing, by Lessor.

   b. Lessor may reserve up to 26 spaces (to be designated in writing by Lessor to Lessee) for the exclusive use of Lessor and its tenants and their employees and invitees. Lessor will be responsible for creating, installing and maintaining signage to designate the reserved parking spaces and for enforcement in the same manner as other private parking lots.

c. The Lessee may also use the Premises for special events of a type normally held in parking lots by local merchants if approved by the City and consistent with the City's policy on use of City property.

6. **Maintenance.**

a. Lessor has created the parking lot at its expense. Lessee shall be responsible for snow removal and general lot maintenance to maintain the Premises for public parking purposes to the same standards as other public parking lots. Lessee shall also be responsible for supplying and installing signs, as determined necessary by Lessee, to identify the Premises as public parking. Lessee shall not be responsible to pay for the improvement of the Premises or to improve the parking areas during the term of this Lease Agreement. All costs incurred in connection with the repair and maintenance of the Premises due to (i) routine use or (ii) accidental damage shall be paid for by Lessee without contribution or reimbursement by Lessor. Lessee shall be responsible for the repair and maintenance of all landscaping and lighting, as deemed necessary by Lessee.

b. Notwithstanding Section 6(a), Lessor shall be responsible for maintenance (but not snowplowing, which shall be the Lessee's responsibility) for the Lessor Reserved Spaces.

7. **Insurance and Indemnification.**

a. Except as otherwise provided herein, Lessee hereby agrees to insure the Premises maintained by Lessee (excluding the Lessor Reserved Spaces) for general liability in the same manner and amounts as it does other properties it owns which are used for the municipal parking system.

b. The Lessee agrees to indemnify, defend, and hold harmless the Lessor, its employees, managers, members, and agents, from any and all liability, claims, or damages (including reasonable attorney fees and costs) arising out of or relating to the use of the Premises as a parking lot, except to the extent such liability, claims, or damages are caused by the negligent, intentional, or willful act or omission of the Lessee. The parties acknowledge that the Lessee does not waive its right to assert the defense of governmental immunity or any other defense available to it relating to any claim in the nature of a tort claim arising out of or relating to the use of the Premise or this Lease. To the extent that such defense is available, however, the Lessee agrees to waive and not assert the defense in contract claims brought by the Lessor, or its successors and assigns, for breaches of this Lease, of any other agreement executed by and between the Lessee and Lessor contemporaneously with the execution of this Lease and relating generally to the subject matter of this Lease. Notice of any such claim shall be immediately provided to the City Clerk.

8. **Special Parking Assessments.** Notwithstanding anything in this Lease Agreement (including but not limited to Sections 4, 6 and 7), the costs incurred by Lessee under this Lease Agreement may be included in a budget for downtown parking based on the Lessee's parking and maintenance assessment policies. The Leased Premises shall not be exempt from special assessment by virtue of any provision in this Lease Agreement, and Lessee shall not be required to pay a parking assessment imposed against the Leased Premises as part of a general parking assessment of area properties.

9. **Other Downtown Assessments.** Notwithstanding anything in this Lease Agreement (including but not limited to Sections 4, 6 and 7), the Leased Premises shall not be exempt from special assessment for downtown related assessments (such as but not limited to snowmelt, principal shopping district programs and downtown development authority programs) by virtue of any provision in this Lease, and Lessee shall not be required to pay or contribute towards payment of such assessments imposed against the Leased Premises as part of a general assessment of area properties.

10. **Default by Lessee.** In the event that Lessor believes that Lessee has breached any term, condition, or agreement contained herein, Lessor may serve written notice of said breach or default on Lessee, and Lessee shall have thirty (30) days from the date of receipt of such notice within which to cure the default. If the cure reasonably requires more than thirty (30) days, Lessee shall have additional time to cure so long as it promptly undertakes and completes the cure. If Lessee fails to remedy such breach within the time allowed, Lessor may, at Lessor's option, terminate this Lease Agreement or commence such action as shall be permitted to enforce the rights granted pursuant to this Lease Agreement.

11. **Termination.** In addition to any other provisions in this Lease Agreement on termination, after June 30, 2018, the Lessee may terminate this Lease Agreement upon thirty (30) days' written notice to Lessor.

12. **Access Easement Upon Termination By Lessee.** In the event of termination of this Lease Agreement by Lessee, Lessee shall grant an easement to Lessor over and across designated areas of the City's property on the north side of 9th Street, directly south of the Premises, sufficient to allow access to the Premises for vehicular and pedestrian traffic and for maintenance and repair vehicles and equipment. Lessor shall grant an easement across a portion of the Premises to allow for pedestrian access from the adjoining parking lot owned by the City fronting 9th Street to the alley/walkway.

13. **Assignment.** Lessor and Lessee may not assign this Lease Agreement without written approval of the other party, written approval shall not be unreasonably withheld.

14. **Notice.** For purpose of this Lease, any written notice shall be deemed effective upon the date of mailing or faxing to the following:

a. If to the City:

Mr. Ryan Cotton, City Manager

Holland City Hall
270 S. River Avenue, Holland, MI 49423
616-394-4543
r.cotton@cityofholland.com

with a copy to:

Mr. Ronald J. Vander Veen, Esq.
Cunningham Dalman, P.C.
321 Settlers Road, Holland, MI 49423
Fax: (616) 392-1821
Email: rjvv@holland-law.com

b. If to GDK:

Mr. Doug DeKock or Mr. Charles A. Geenen
12 West 8th Street
Holland, MI 49423
Fax: 1.616.355.0301
Email: Doug DeKock (DDeKock@gdkproperties.com)
Chuck Geenen (cgeenen@gdkconstruction.com)

with a copy to:

John R. Marquis
Warner Norcross & Judd LLP
85 East Street, Suite 310
Holland, MI
Fax: 616 494 3554
Email: jrm@wnj.com

15. **Memorandum of Lease.** Lessor and Lessee agree that either Lessor or Lessee shall be permitted to record a memorandum of this Lease Agreement with the Ottawa County Register of Deeds, evidencing this Agreement.

{Signatures on next page}

IN WITNESS WHEREOF, we the parties have executed this Lease Agreement on the date appearing on the first page of this Lease Agreement.

LESSEE

City of Holland

_____
By: Nancy DeBoer
Its: Mayor

_____
By: Anna Perales
Its: Deputy City Clerk

LESSOR

Geenen DeKock Properties, L.L.C.

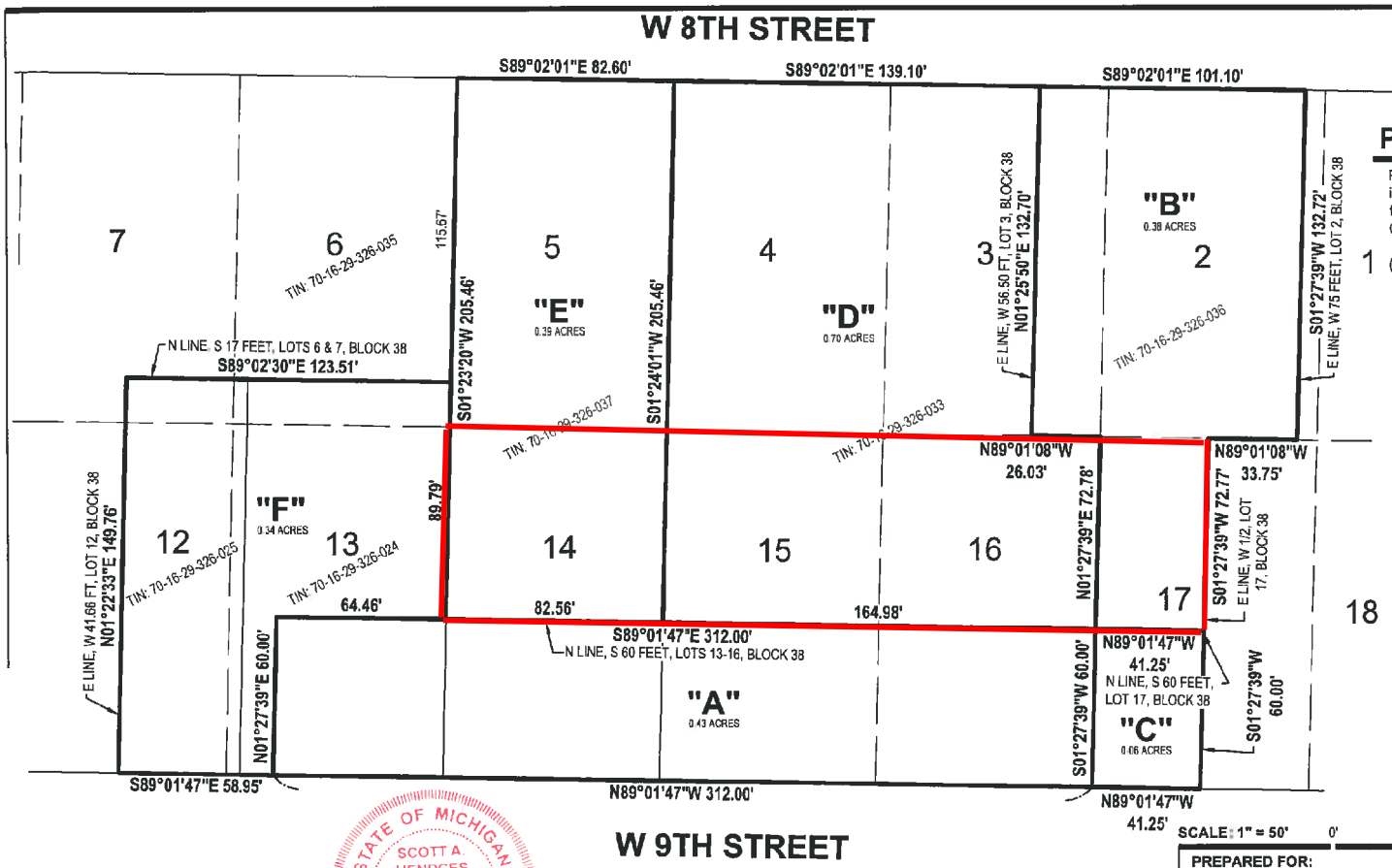
_____
By: Doug DeKock, Manager

_____
By: Charles A. Geenen, Manager

Approved as to Form:

_____
Ronald J. VanderVeen
City Attorney
_____, 2016

Attachment A



PARTIAL DESCRIPTION

Part of Block 38, Original Plat of the City of Holland, as recorded in Liber 1 of Plats, on Page 11, Ottawa County Records, being in the Southwest 1/4 of Section 29, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan.

(SEE SHEET 2 OF 2 FOR FULL DESCRIPTIONS)

STATE OF MICHIGAN
SCOTT A. HENDGES
PROFESSIONAL SURVEYOR
No.
LICENSED PROFESSIONAL SURVEYOR

By: Scott A. Hendges

Scott A. Hendges Licensed Professional Surveyor No. 47953

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

SCALE: 1" = 50' 0' 25' 50'

NORTH

PREPARED FOR:
Geenen DeKock Properties, 1 L.L.C.
Charles Geenen
12 W 8th St #250
Holland, MI 49423-3179

54 W. 8th Street

DRAWN BY: MEL	DATE: 12-22-15	PRJ #: 15201220DSC
REV. BY:	REV. DATE:	1 OF 2
REV.:		

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Holland
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DESCRIPTION

PARCEL A:
Part of Lots 13-16, Block 38, Original Plat of the City of Holland, as recorded in Liber 1 of Plats, on Page 11, Ottawa County Records, being in the Southwest 1/4 of Section 29, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan, described as: Beginning at the Southeast corner of said Lot 16; thence N89°01'47"W 312.00 feet along the South line of said Lots 13-16; thence N01°27'39"E 60.00 feet, parallel with the East line of said Lot 16; thence S89°01'47"E 312.00 feet along the North line of the South 60 feet of said Lots 13-16; thence S01°27'39"W 60.00 feet along the East line of said Lot 16 to the Point of Beginning. Containing 0.43 acres. Subject to easements, restrictions, and rights-of-way of record.

PARCEL B:
Part of Lots 2, 3, and 17, Block 38, Original Plat of the City of Holland, as recorded in Liber 1 of Plats, on Page 11, Ottawa County Records, being in the Southwest 1/4 of Section 29, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan, described as: Commencing at the Southwest corner of said Lot 17; thence N01°27'39"E 60.00 feet, along the West line of said Lot 17 to the Point of Beginning; thence continuing N01°27'39"E 72.78 feet along said Lot line to the Northwest corner of said Lot 17; thence N89°01'08"W 26.03 feet along the South line of said Lot 3; thence N01°25'50"E 132.70 feet along the East line of the West 56.50 feet of said Lot 3; thence S89°02'01"E 101.10 feet along the South right-of-way line of West 8th Street; thence S01°27'39"W 132.72 feet along the East line of the West 75 feet of said Lot 2; thence N89°01'08"W 33.75 feet along the South line of said Lot 2; thence S01°27'39"W 72.77 feet along the East line of the West 1/2 of said Lot 17; thence N89°01'47"W 41.25 feet along the North line of the South 60 feet of said Lot 17 to the point of Beginning. Containing 0.38 acres. Subject to easements, restrictions, and rights-of-way of record.

PARCEL C:
Part of Lot 17, Block 38, Original Plat of the City of Holland, as recorded in Liber 1 of Plats, on Page 11, Ottawa County Records, being in the Southwest 1/4 of Section 29, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan, described as: Beginning at the Southwest corner of said Lot 17; thence N01°27'39"E 60.00 feet, along the West line of said Lot 17; thence S89°01'47"E 41.25 feet along the North line of the South 60 feet of said lot; thence S01°27'39"W 60.00 feet along the East line of the West 1/2 of said lot; thence N89°01'47"W 41.25 feet along the South line of said lot to the Point of Beginning. Containing 0.06 acres. Subject to easements, restrictions, and rights-of-way of record.

PARCEL D:
Part of Lots 3, 4, 15, and 16, Block 38, Original Plat of the City of Holland, as recorded in Liber 1 of Plats, on Page 11, Ottawa County Records, being in the Southwest 1/4 of Section 29, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Lot 16; thence N01°27'39"E 60.00 feet, along the East line of said Lot 16 to the Point of Beginning; thence N89°01'47"W 164.98 feet along the North line of the South 60 feet of said Lots 15 and 16, thence N01°24'01"E 205.46 feet along the West line of said Lots 4 and 15; thence S89°02'01"E 139.10 feet along the North line of said Lots 3 and 4; thence S01°25'50"W 132.70 feet along the East line of the West 56.50 feet of said Lot 3; thence S89°01'08"E 26.03 feet along the North line of said Lot 16; thence S01°27'39"W 72.78 feet along the East line of said Lot 16 to the Point of Beginning. Containing 0.70 acres. Subject to easements, restrictions, and rights-of-way of record.

PARCEL E:
Part of Lots 5 and 14, Block 38, Original Plat of the City of Holland, as recorded in Liber 1 of Plats, on Page 11, Ottawa County Records, being in the Southwest 1/4 of Section 29, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan, described as: Beginning at the Northeast corner of said Lot 5; thence S01°24'01"W 205.46 feet along the East line of said Lots 5 and 14; thence N89°01'47"W 82.56 feet along the North line of the South 60 feet of said Lot 14; thence N01°23'20"E 205.46 feet along the West line of said Lots 5 and 14; thence S89°02'01"E 82.60 feet along the North line of said Lot 5 to the Point of Beginning. Containing 0.39 acres. Subject to easements, restrictions, and rights-of-way of record.

PARCEL F:
Part of Lots 6, 7, 12, and 13, Block 38, Original Plat of the City of Holland, as recorded in Liber 1 of Plats, on Page 11, Ottawa County Records, being in the Southwest 1/4 of Section 29, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan, described as: Commencing at the Northwest corner of Lot 5 of said Block 38; thence S01°23'20"W 115.67 feet along the West line of said Lot 5 to the Point of Beginning; thence continuing S01°23'20"W 89.79 feet along the West line of said Lots 5 and 14; thence N89°01'47"W 64.46 feet along the North line of the South 60 feet of said Lot 13; thence S01°27'39"W 60.00 feet; thence N89°01'47"W 58.95 feet along the South line of said Lots 12 and 13; thence N01°22'33"E 149.76 feet along the East line of the West 41.68 feet of said Lot 12; thence S89°02'30"E 123.51 feet along the North line of the South 17 feet of said Lots 6 and 7 to the Point of Beginning. Containing 0.34 acres. Subject to easements, restrictions, and rights-of-way of record.

STATE OF MICHIGAN
SCOTT A. HENDGES
PROFESSIONAL SURVEYOR
No. 47963

By: Scott A. Hendges
Scott A. Hendges Licensed Professional Surveyor No. 47963

SCALE: 1" = 50' 0' 25' 50'

NORTH

PREPARED FOR:
Geenen DeKock Properties, 1 L.L.C.
Charles Geenen
12 W 8th St #250
Holland, MI 49423-3179

54 W. 8th Street

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2 OF 2

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This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

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12/30/2015 14:48 NIL 15201220DSC.dwg