

S T A T E O F M I C H I G A N

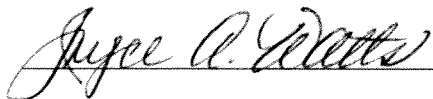
BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FIRST AMENDMENT/PURCHASE AGREEMENT - HAWORTH PROPERTY

Moved by Commissioner McNeal, seconded by Commissioner Campbell to adopt the amendment to the purchase agreement on the Haworth property as attached. Motion carried by roll call vote: Yeas - 9 votes. Nays - 1 vote. Absent - 1 vote.

Y	TERRY BURNS	Y	DON BLACK
Y	STEVE McNEAL	Y	TOM JESSUP
	PAUL VanECK	Y	FRITZ SPREITZER
Y	MARK DeYOUNG	Y	JON CAMPBELL
Y	DEAN KAPENGA	Y	LARRY JONES
N	MAX THIELE		

ATTEST, A TRUE COPY

 _____, Clerk-Register

APPROVED: December 10, 2009

cc: Admin. - Finance - Human Resources

**FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

This FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "**Amendment**") is executed by as of December __, 2009 by and between **HAWORTH, INC.**, a Michigan corporation, of One Haworth Center, Holland, Michigan 49423 ("**Seller**") and **ALLEGAN COUNTY**, a subdivision of the State of Michigan, of 3283 122nd Avenue, Allegan, Michigan 49010 ("**Buyer**").

Preliminary Statement

A. Buyer and Seller entered into an Agreement for the Purchase and Sale of Real Estate dated as of December 3, 2009 (the "**Purchase Agreement**") pursuant to which the Seller agreed to sell, and the Buyer agreed to purchase certain property located at 640 River Street, city of Allegan, Allegan County, Michigan, described therein as the Subject Property, which includes the "Real Property" described therein.

B. Buyer has proposed to conduct soil and groundwater sampling at the locations of the Real Property depicted on Figure No. 3 of that Sampling and Analysis Plan dated as of December 2, 2009 prepared by Soil and Materials Engineers, Inc. attached hereto as Exhibit A (the "**SAP**").

C. Seller has questioned the nature and extent of Buyer's proposed sampling.

D. To resolve any disagreement on the nature and extent of Buyer's proposed environmental assessment of the Real Property, the parties wish to amend certain provisions of the Purchase Agreement.

Agreement

In consideration of the facts set forth above, and the mutual covenants that follow, the parties hereby agree:

1. Definitions. Except as otherwise provided in this Amendment, all capitalized terms used in this Amendment shall be defined as provided in the Purchase Agreement.

2. Amendment. The Purchase Agreement is hereby amended to require Buyer's environmental assessment of the Real Property to be conducted in phases, and to limit the Seller's right to review and limit the disclosure of the results of that environmental assessment, as follows:

a) Buyer shall collect all of the soil and groundwater samples proposed by the SAP as soon as possible after the SAP is approved by the U.S. EPA in connection with the City of Allegan's Site Assessment Grant Program.

b) Buyer shall submit the soil and groundwater samples for laboratory evaluation in phases, as follows:

i) All of the soil samples with the exception of those soil samples listed on the attached Exhibit B (the “**County Soil Samples**”) shall be analyzed as provided in the SAP, and the laboratory analysis reports shall be immediately provided by Buyer to Seller (“**Initial Soil Sample Results**”).

ii) Seller shall have one (1) full business day following receipt of the Initial Soil Sample Results to terminate the Purchase Agreement based upon those results. If Seller elects to terminate the Purchase Agreement, the County Soil Samples and all groundwater samples shall be immediately discarded without laboratory analysis and the Termination Remedy shall apply.

iii) If the Initial Soil Sample Results show the presence of contamination consisting of cadmium, chromium, lead, alcohols, glycols, volatile organic compounds, or polynuclear aromatic hydrocarbons (the “**County Parameters**”) at any soil boring location, and if Seller fails to exercise its right to terminate the Purchase Agreement as provided in paragraph 2(b)(ii) above in a timely fashion, Buyer may submit the County Soil Samples for laboratory analysis of the County Parameters, and copies of the laboratory analysis reports shall be delivered by Buyer to Seller promptly upon receipt. For purposes of this subsection, the term “contamination” means the presence of any of the above-identified regulated substances at concentrations above residential clean up criteria established by the Michigan Department of Environmental Quality (“**MDEQ**”) pursuant to Part 201 of the Natural Resources and Environmental Protection Act, MCLA §324.20101 *et seq.*

iv) Provided that Seller has failed to terminate the Purchase Agreement as provided in paragraph 2(b)(ii) above, Buyer may submit groundwater samples taken at and down-gradient of each soil sample where contamination was detected above residential criteria for laboratory analysis. Those groundwater samples shall be analyzed solely for volatile organic chemicals using EPA Method 8260 in accordance with the SAP.

c) If Seller fails to terminate the Purchase Agreement as provided in paragraph 2(b)(ii) above, Seller shall have no further right to terminate the Purchase Agreement based upon the results of Buyer’s environmental assessment of the Real Property, or to prevent disclosure of the soil and groundwater sampling results in any BEA filed by the Buyer with the MDEQ. However, Buyer shall not disclose any sampling results except in support of an appropriate BEA. Further, Seller shall have the right to review and provide comments on the proposed BEA within three (3) business days after Seller’s receipt of the proposed BEA and Buyer shall consider such comments in good faith and incorporate any proposed modifications in the exercise of that good faith.

d) Receipt of the Initial Soil Sampling Results by the parties shall be a condition precedent to the closing of the Purchase Agreement.

3. Deletion of Penalty. The sixth sentence of Section 4 of the Purchase Agreement beginning "Provided . . ." and ending ". . . taxes" is hereby deleted. The seventh sentence of Section 4 of the Purchase Agreement beginning "If the precise . . ." and ending ". . . information" is hereby deleted.

4. Effect of Amendment. Except as otherwise provided in this Amendment, the Purchase Agreement shall continue in full force and effect in accordance with its terms. This Amendment shall control over any conflicting or inconsistent provisions in the Purchase Agreement.

5. Entire Agreement. This Amendment contains all of the terms and conditions of the agreement between the parties with respect to its subject matter, and supersedes any contemporaneous written or oral communications between the parties to the contrary.

6. Miscellaneous. This Amendment may be signed in one or more counterparts which, when taken together, shall constitute a single document. Executed counterparts of this Amendment delivered by facsimile or other electronic means shall be considered originals for all purposes.

WHEREFORE, the parties have executed this Amendment as of the date first written above.

"BUYER":
ALLEGAN COUNTY, a subdivision of the
State of Michigan

By: _____

Its: _____

"SELLER":
HAWORTH, INC., a Michigan corporation

By: _____

Its: _____

EXHIBIT A

Sampling and Analysis Plan

EXHIBIT B

County Soil Samples

SAP Soil Sample Nos.

SB 15
SB 11
SB 12
SB 19
SB 13