



Auction

16385 17 1/2 Mile Road
Marshall, MI 48304

Private showings available upon Request

Bidding opens March 12, 2022

Bidding ends March 22, 2022 at 12pm CT



For more information and
to register for the Auction:

Contact Chris Camp for showings:

850.502.7879

Chris@LEAuctions.com

www.LuxuryEstatesAuctionCompany.com

16385 17 1/2 mile Road, Marshall MI 48304

Property Description

This magnificent estate sitting on 35+ acres in Marshall, Michigan just outside of Battle Creek is the owner dream home that is only partially realized. Over 15,000 square feet, this architecturally designed home will become a showplace home for the new owner. Renovation halted just before the sheetrock stage and has enormous ceiling heights and features huge windows for maximum natural lighting. A complete architectural rendering video shows the vision that the owner had for this magnificent estate.

With an amazing blank canvas, this expansive grand estate will be offered at Auction. In addition to this luxurious home, there is a pond, pool, pool house, separate guest house and large garage with underground bunker. The home design has been developed by award-winning architectural firm, DesRosiers. All four levels of the home feature amazing views of the estate. The floorplans below showcase each level and here is a summary description of each level.

The **Lower Level** was designed for an expansive home gym area, gaming/arcade room, home theatre, round bar, aquarium, sauna, zen room, longevity salon room and a sitting area with a walkout to the custom pool, hot tub, and sprawling patio.

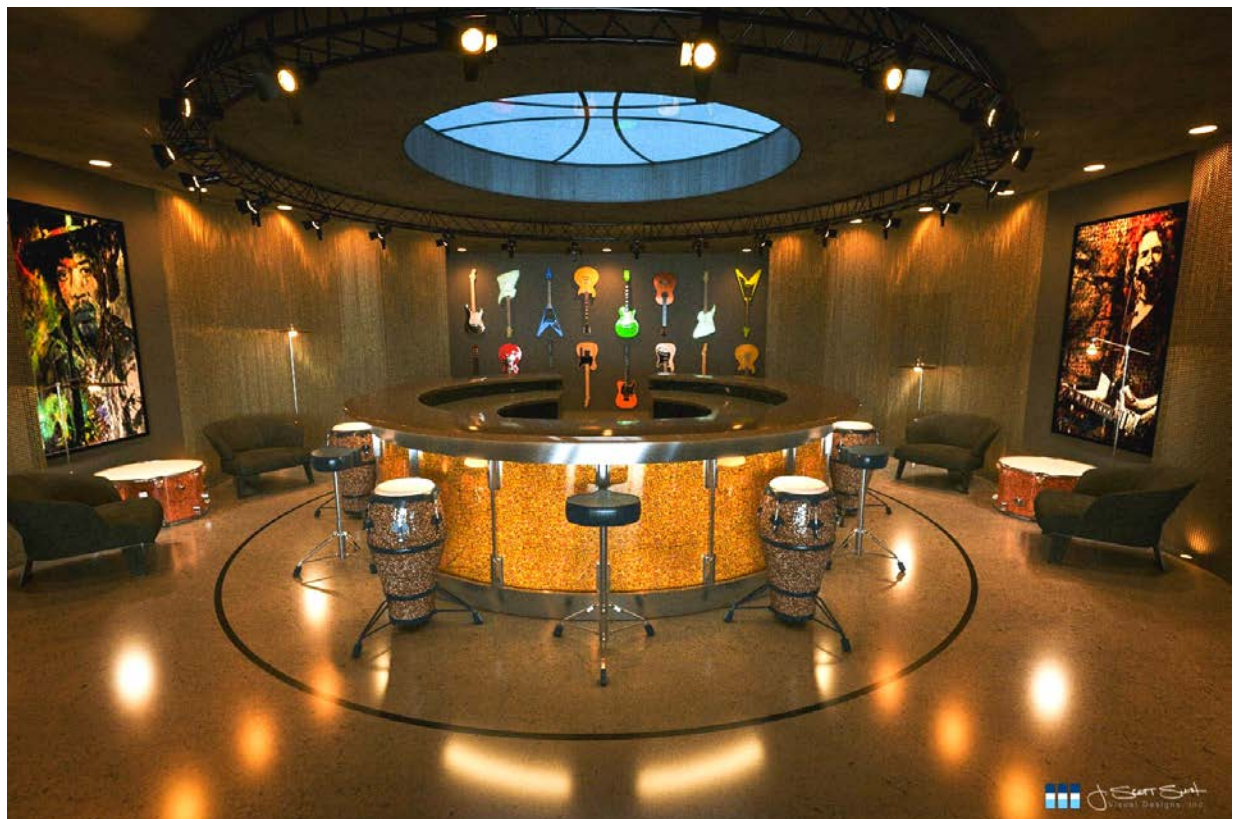
The **Main Level** of this home has been designed to showcase the chef's kitchen, ample eating and entertaining space, and incredible views through the stretched patio doors and of the extending floors of the spiraling staircase, glass elevator, and stunning glass rotunda. The large master bedroom is also located on the main floor at the rear of the home with floor to ceiling windows displaying the vast acreage of the estate. The large master bathroom offers plenty of room plus two large his and her closets and hers having enough room for a fireplace. The main level also offers a large office spanning the entire north wing with separate entrance to the home and office.

The **Upper Level** has been designed for 4 incredible bedrooms with views to the front and back of the estate.

The **Rotunda Level** which is outfitted for glass panel floors was imagined as the future art gallery stretching through the barreled ceiling hall overlooking the breathtaking views backside of the estate.



Property Photos- Lower Level round bar





Property Photos- Lower Level sitting area



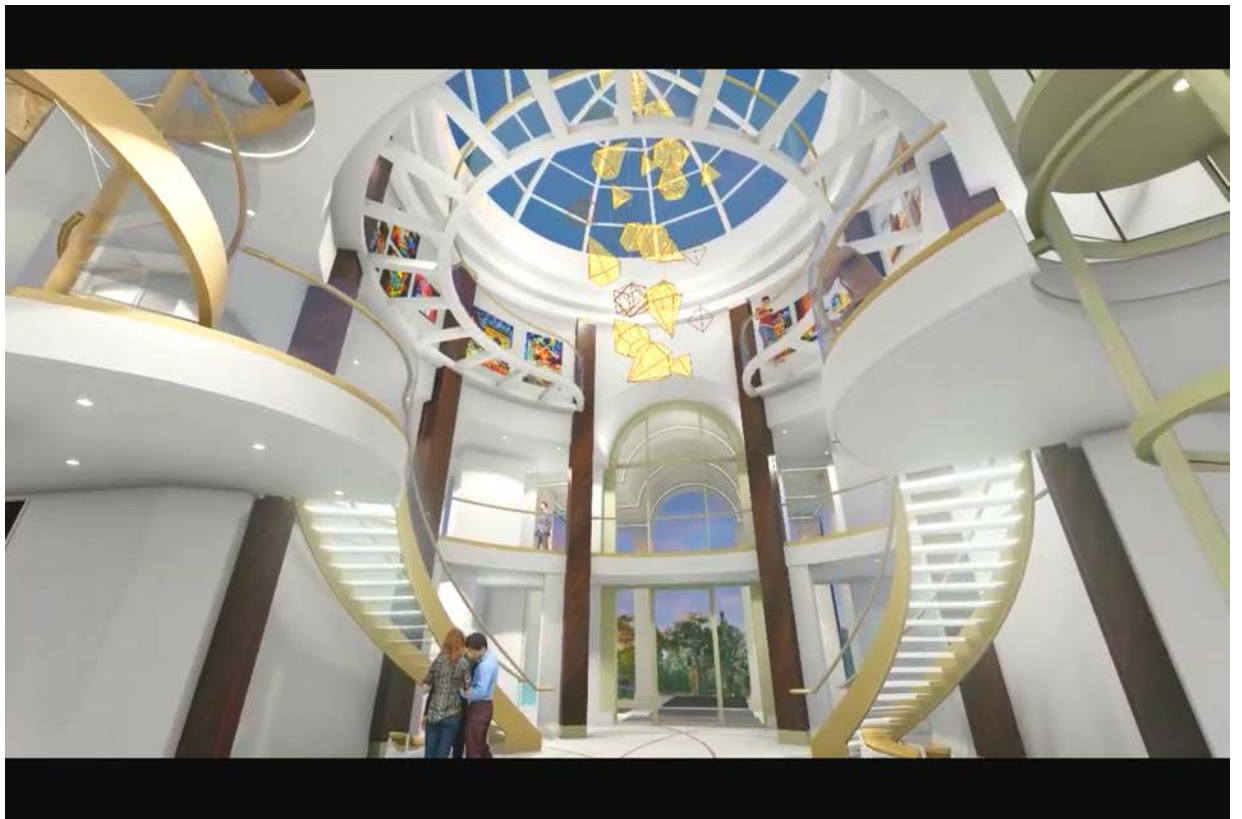


Property Photos- Main Level Grand Staircases and Entry Foyer





Property Photos- Main Level Entry and Rotunda View





Property Photos- Main Level Formal Dining and Great Room





Property Photos- Main Level Great Room



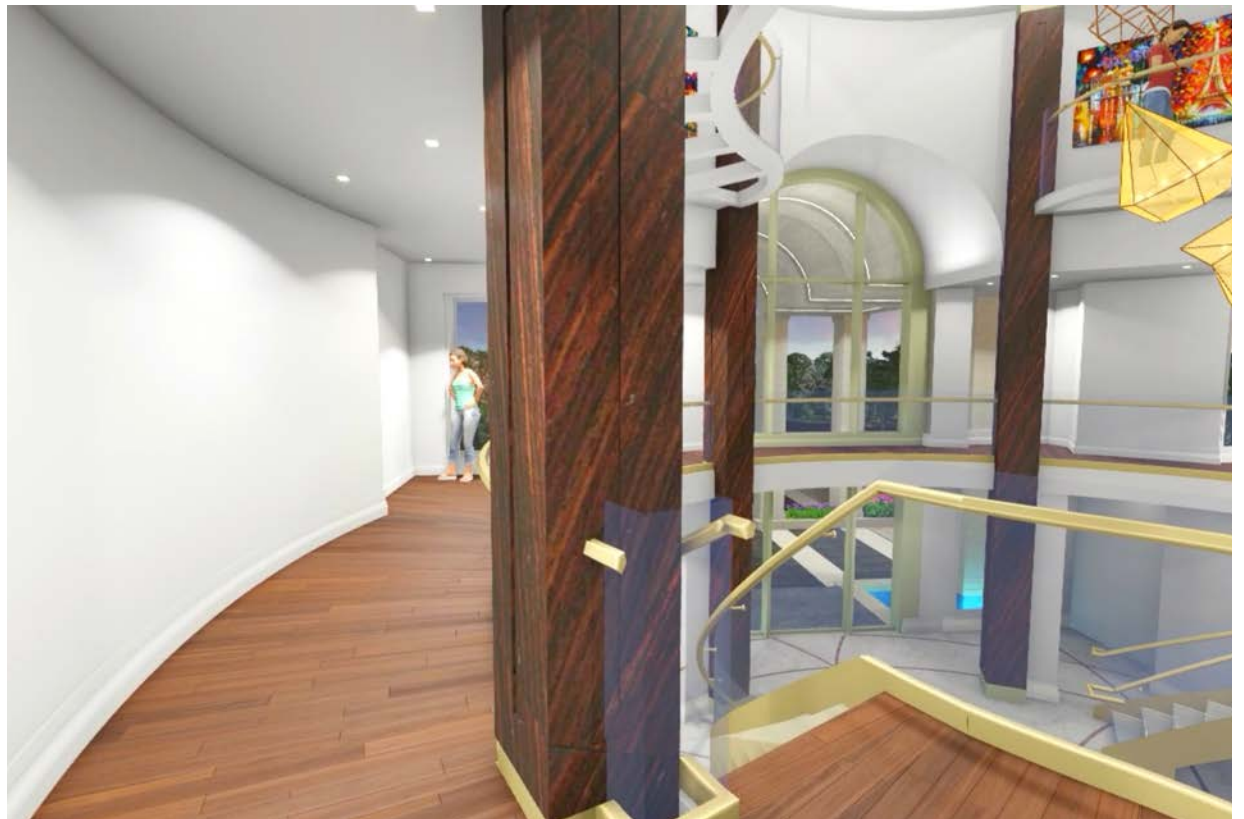


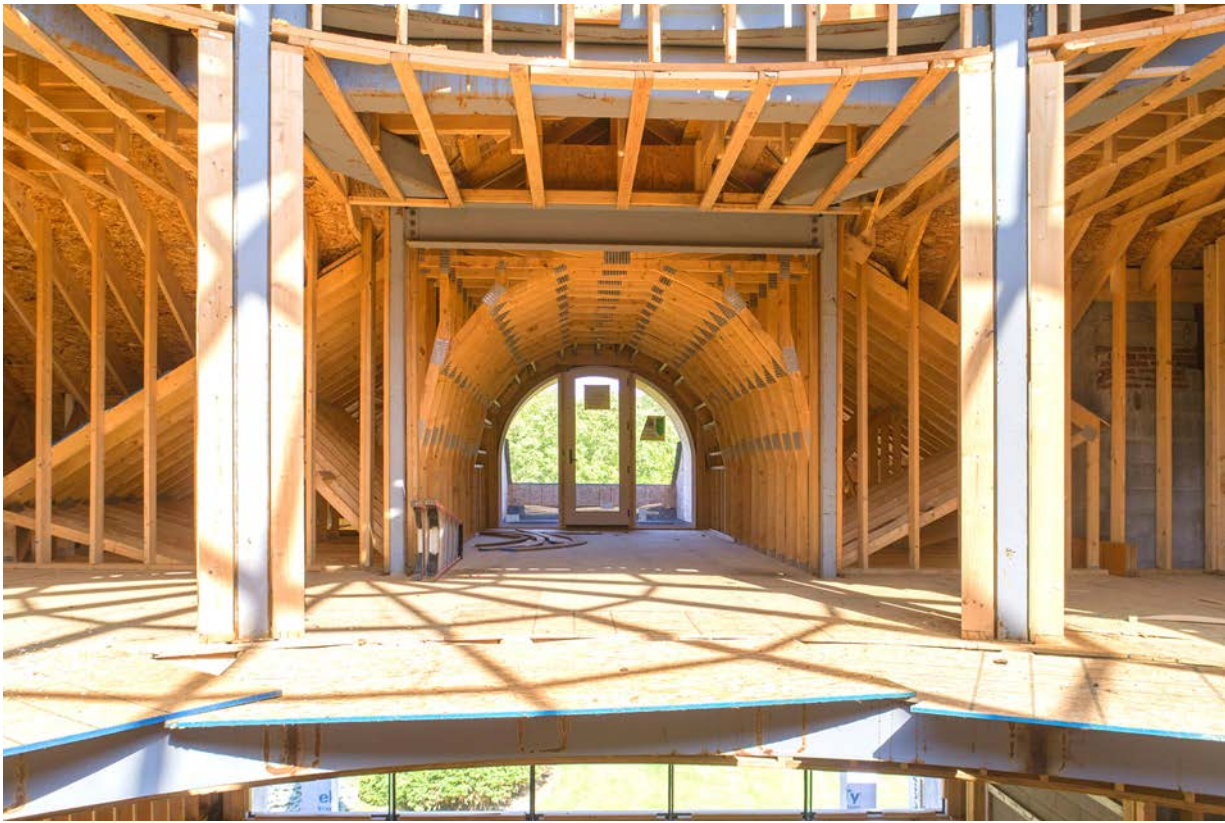
Property Photos- Chef's Kitchen and Sitting Room





Property Photos- Upper Level View to Front Entry





Property Photos- Rotunda Level view to Rear





Property Photos-Rotunda Level view from Front



Property Features

Room Name	Level	Levels	Square Footage:
Master Bedroom	Main	Lower	4,800
Bedroom	Main	Main	7,000
Bedroom	Upper	Upper	4,000
Bedroom	Upper		
Bedroom	Upper		
Bedroom	Upper	Total	15,800



Construction/Siding: Frame; Roof Dimensional Shg;

Exterior: Deck(s); Patio(s); Porch(es);

Landscape: Decor Pond; Fountain; Ground Cover; Underground Sprinkler; Waterfall

Outbuildings: Other; Guest House; Storage Shed;

Pool: Outdoor: In Ground;

Interior: Fireplace(s); Office Suite; Media Room; Music Room; Art Gallery; Breakfast Nook; Great Room; Formal; Dining; Formal Powder Room; Elevator; Mud Room; Grand Foyer; Chef's Kitchen; Art Tunnel;

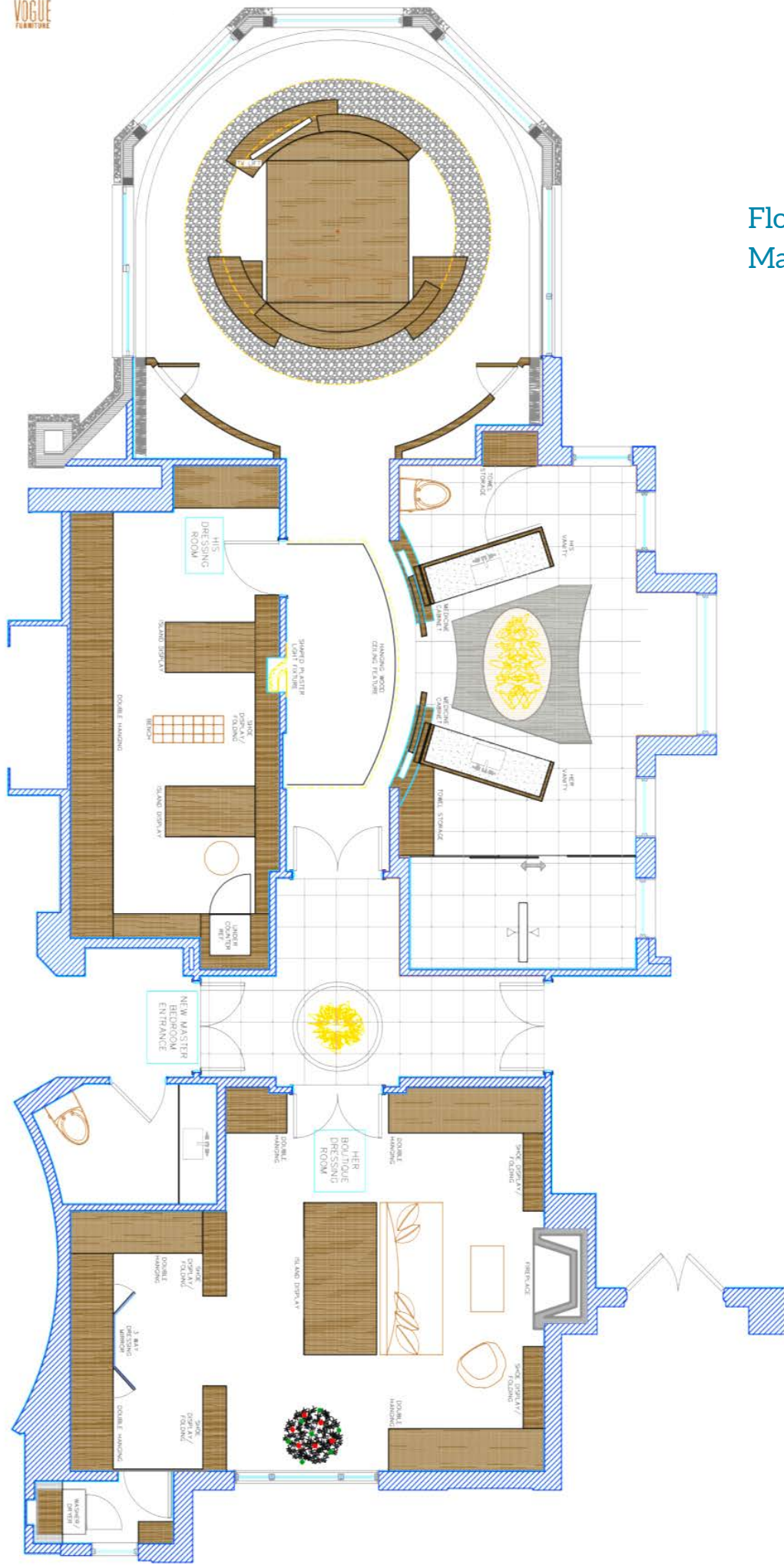
Utilities: Electric; Gas - Natural; Phone; Septic; Well Water;

Mstr Bdrm/Mstr Bath: Dual Walk In Closets; Sitting Area; Balcony;

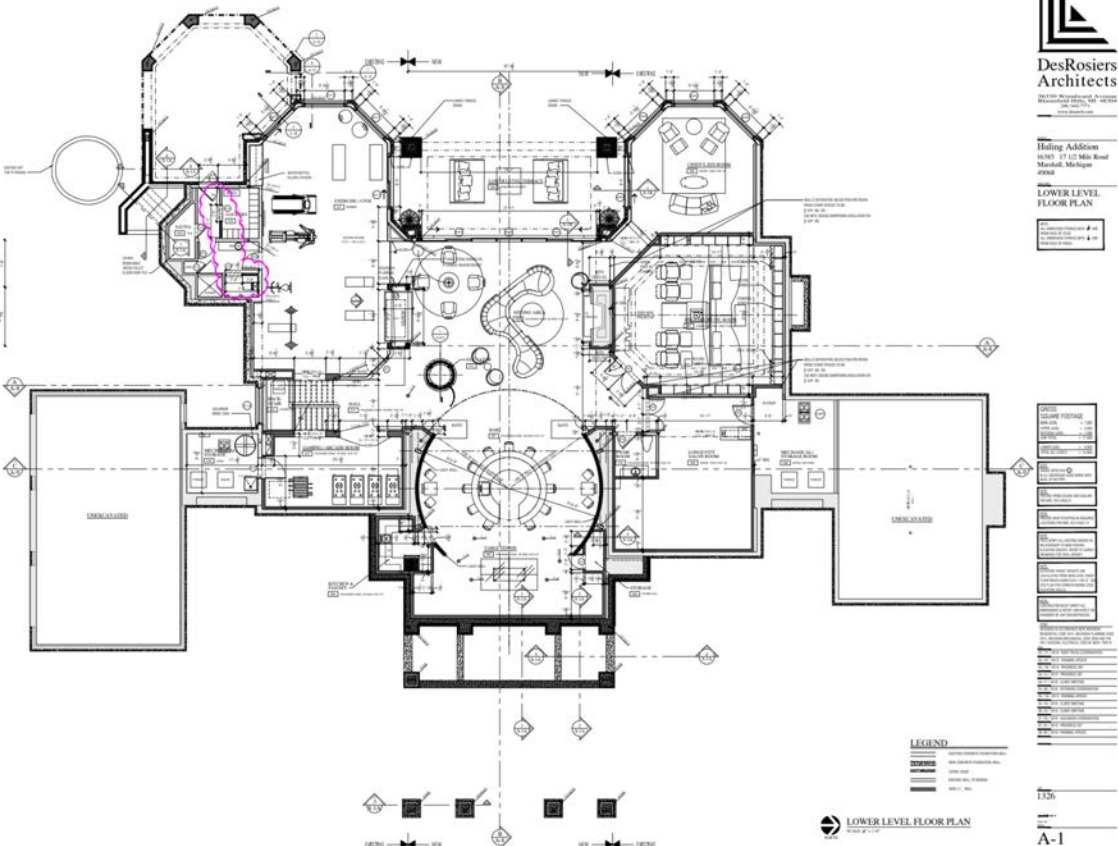
Energy: Forced Air; Natural Gas;

Lot Description: Recreational; Rolling Hills; Wooded;

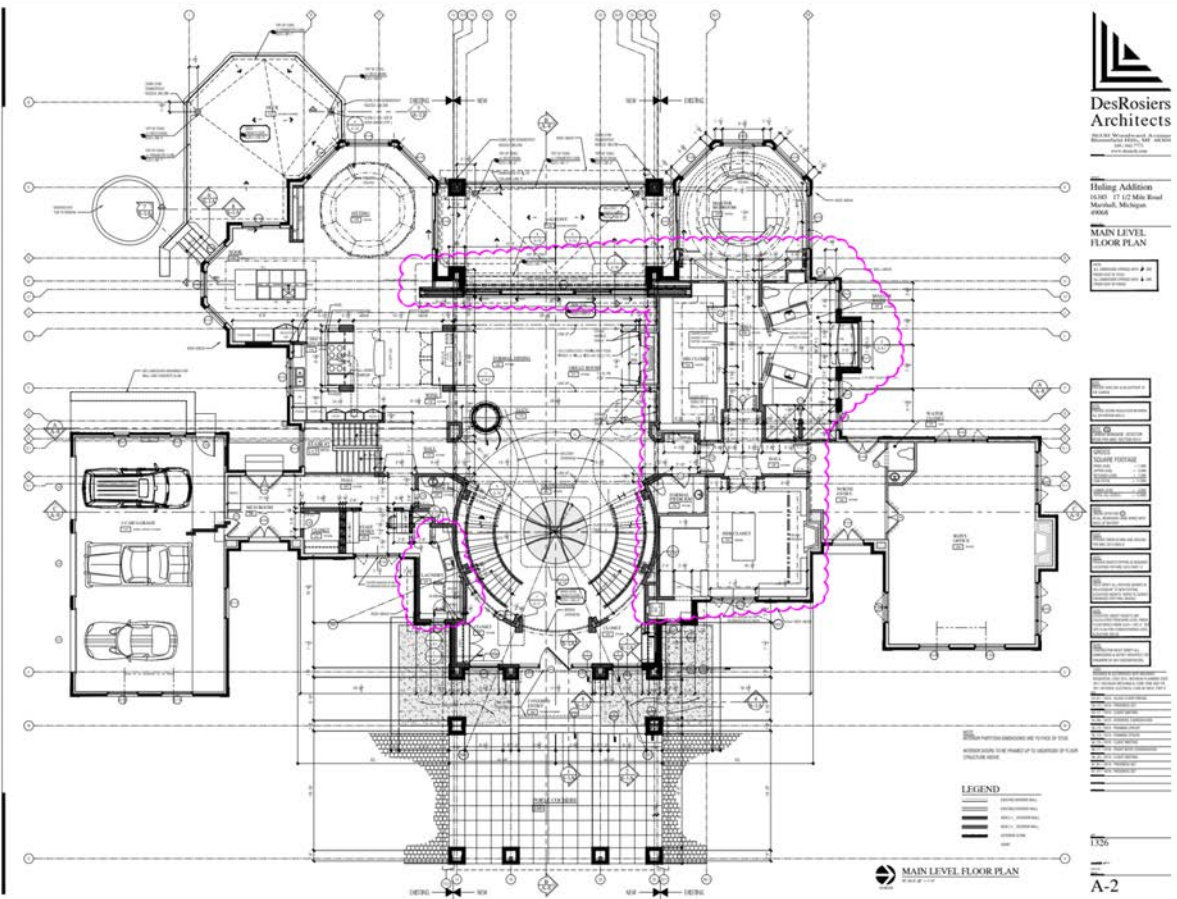
Floor Plans- Master Suite



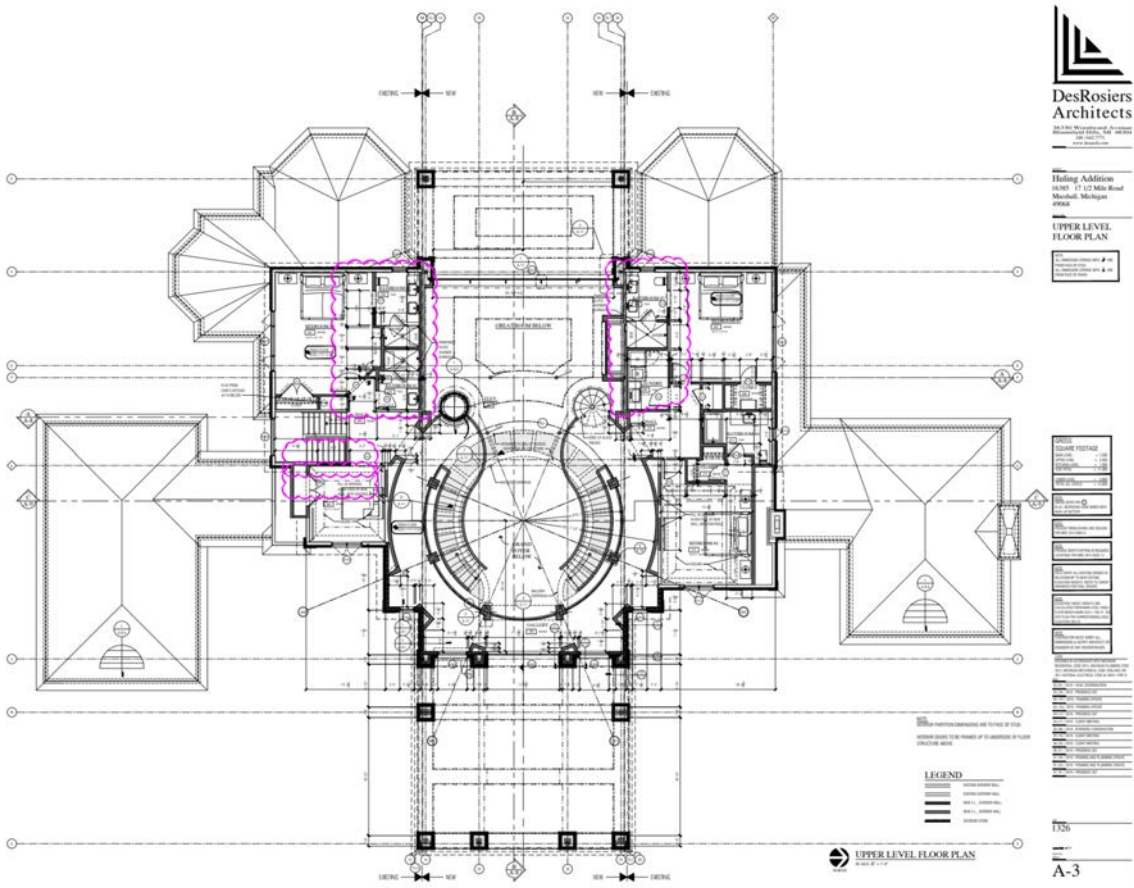
Floor Plans- Lower Level



Floor Plans- Main Level



Floor Plans- Upper Level



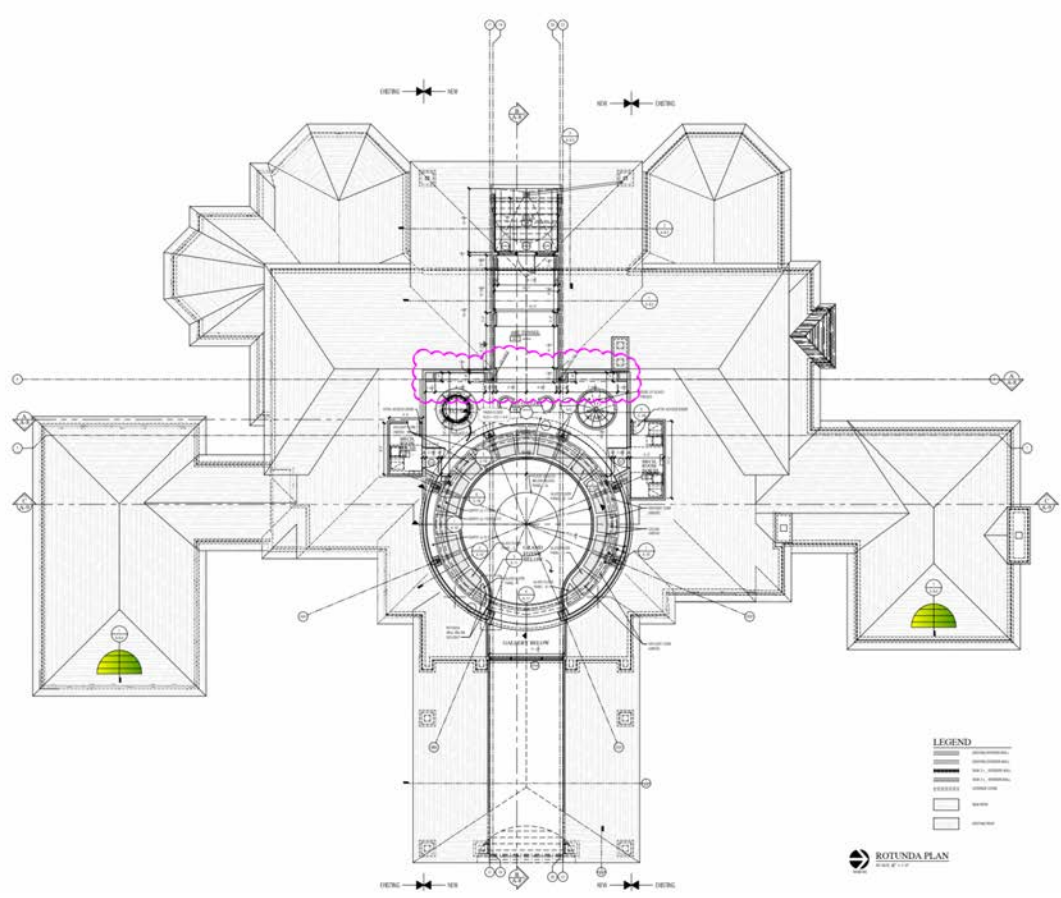
DesRosiers Architects
16151 Woodland Road, Suite 200
Livonia, Michigan 48150
Tel: 734.424.4400
Fax: 734.424.4401
www.desrosiers.com

Haling Addition
16151 17 1/2 Mile Road
Livonia, Michigan 48150

UPPER LEVEL FLOOR PLAN

DATE: 10/15/14
DRAWN BY: J. [unreadable]
CHECKED BY: [unreadable]
SCALE: 1/32\"/>

Floor Plans- Rotunda Level



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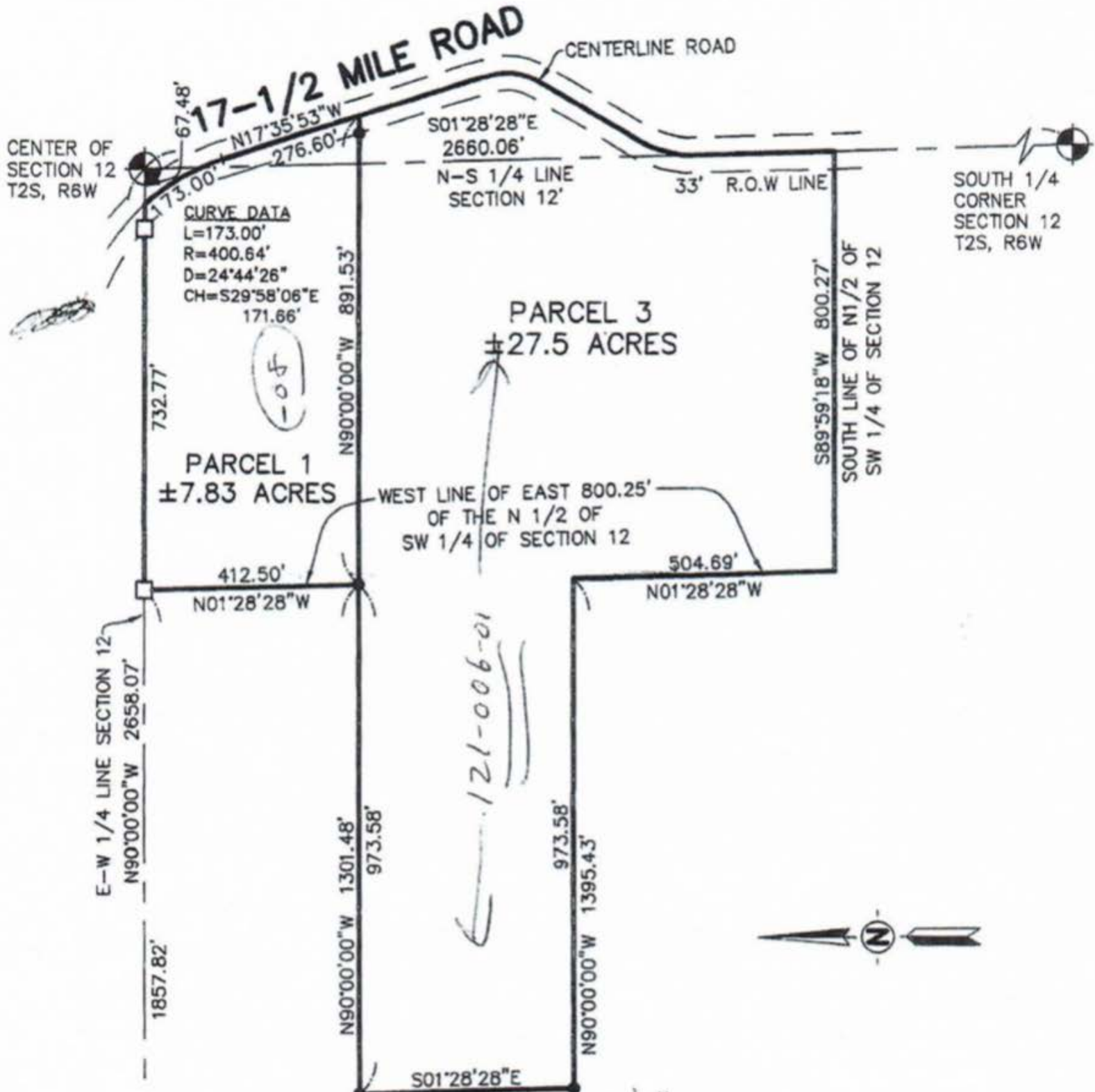
ROTUNDA PLAN

DATE: 10/15/14
DRAWN BY: J. [unreadable]
CHECKED BY: [unreadable]
SCALE: 1/32\"/>

Site Map



Main House



CERTIFIED BOUNDARY SURVEY

CERTIFICATE OF SURVEY:

I hereby certify only to the parties named hereon that we have surveyed, at the direction of said parties, the following described parcels of land, and that we have found or set, as noted hereon, permanent markers to all corners of said parcels and that all visible encroachments of a permanent nature upon said parcels are as shown on this survey.

PARCEL 1

A parcel of land located in the Southwest 1/4 of Section 12, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan being described as: Commencing at the Center of Section 12, T2S, R6W; thence N90°00'00"W, 67.48 feet along the East-West 1/4 line of said Section 12 to the centerline of 17-1/2 Mile Road and the point of beginning of the following described parcel; thence Southeasterly, 173.00 feet along said centerline along the arc of a curve to the right, said curve having a radius of 400.64 feet, a delta angle of 24°44'26", and a chord bearing S29°58'06"E, 171.66 feet; thence S17°35'53"E, 276.60 feet along said centerline; thence N00°00'00"W, 891.53 feet, parallel with the East-West 1/4 line of said Section 12 to the West line of the East 800.25 feet of the North 1/2 of the Southwest 1/4 of said Section 12; thence N01°28'28"W, 412.50 feet along said West line to the East-West 1/4 line of said Section 12; thence N90°00'00"E, 732.77 feet along said East-West 1/4 line to the point of beginning; said parcel contains 7.83 acres, more or less; said parcel being subject to the rights of the public over and across that portion currently being used for road purposes; said parcel being subject to any easements or restrictions of use or record.

PARCEL 3

A parcel of land located in the Southwest 1/4 of Section 12, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan being described as: Commencing at the Center of Section 12, T2S, R6W; thence N90°00'00"W, 800.25 feet along the East-West 1/4 line of said Section 12 to the West line of the East 800.25 feet of the North 1/2 of the Southwest 1/4 of said Section 12; thence S01°28'28"E, 412.50 feet along said West line to the point of beginning of the following described parcel; thence N90°00'00"E, 891.53 feet to the centerline of 17-1/2 Mile Road; thence Southeasterly and Southwesterly along said Centerline to the North-South 1/4 Line of said Section 12; thence S01°28'28"E along said North-South 1/4 Line to the South Line of the North 1/2 of the Southwest 1/4 of said Section 12; thence S89°59'18"W, 800.27 feet along said South line to the West line of the East 800.25 feet of the North 1/2 of the Southwest 1/4 of said Section 12; thence N01°28'28"W, 504.69 feet along said West line; thence N90°00'00"W, 973.58 feet, parallel with the East-West 1/4 line of said Section 12; thence N01°28'28"W, 412.50 feet; thence N90°00'00"E, 973.58 feet, parallel with the East-West 1/4 line of said Section 12 to the point of beginning; said parcel contains 27.5 acres, more or less; said parcel being

Terms and Conditions

BIDDER REGISTRATION: Prospective Bidder must read and abide by all the Terms and Conditions of the auction.

BIDDER'S DEPOSIT: Prospective Bidders must be prepared to pay a REFUNDABLE BID DEPOSIT to be approved to bid online, which shall convert to a NON-REFUNDABLE BID DEPOSIT if you are approved as the winning bidder. This may be paid by wire transfer or cashier's check in U.S. Dollars from a U.S. Bank.

PROPERTY INSPECTION: Property inspection dates are available. Please see the property web page for Open House details.

PROPERTY CONDITIONS: Except as expressly set forth in the Real Estate Sales Contract, if and when executed, the Property is being sold "AS IS" and "WITH ALL FAULTS", as of the Closing Date. Neither the Seller, LEAC nor any of their agents, contractors, attorneys, officers or directors ("Agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the Property's fitness for any particular purpose, the Property's merchantability, or any other warranty, express or implied. The Seller, LEAC and their Agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the Land and Improvements thereon. Bidders are expected to undertake their own independent physical inspection of the Property and thorough review of all documents prior to submitting their Initial Offer and to submit their bids based solely on their own independent investigations and findings and not in reliance on any information provided by the Seller, LEAC or their Agents.

FINANCING: The Sale will be a cash sale and not contingent on Financing of any kind. It is strongly recommended that prospective purchasers pre-qualify for financing prior to the Initial Offer / Live Auction.

TITLE / CLOSING: The Property will be conveyed by Warranty Deed, subject to any and all Deed Restrictions, Easements, Leases, and other Reservations and Exceptions of Record. All other closing costs not specified by law required to be paid by Seller will be the responsibility of the Buyer. The Property must be closed and funded in U.S. Dollars from a U.S. Bank within thirty (30) days from the auction date. Time is of the essence.

ADDITIONAL NOTES:

- **a)** This property is being sold subject to Seller's confirmation. The Seller and LEAC reserve the absolute right, in their sole and absolute discretion, to postpone or cancel the auction, to amend, modify or add any terms and conditions to these General Terms and Conditions of Sale and to announce such modifications or additional terms and conditions on or before the Online Auction. The Property may be withdrawn without notice. To the extent there is any conflict between the provisions of these General Terms and Conditions of Sale as set forth herein and the Real Estate Sales Contract, the terms of the Real Estate Sales Contract shall govern.

Terms and Conditions (cont.)

- Written and oral announcements shall take precedence over prior printed information; however, the final executed Real Estate Sales Contract will evidence all understandings and agreements between Purchaser and the Seller and will be in all respects controlling.
- **b)** All prospective Bidders are urged to carefully review all provisions of these General Terms and Conditions of Sale including but not limited to those provisions regarding the absence of any representations or warranties whatsoever, as to the accuracy or completeness of the Property Information Package, or any other information and as to the absence of any authority on the part of any person or entity to make any guarantees, promises, statements, representations or warranties. All Bidders will be charged with full knowledge of all documents available for inspection.
- **c)** The Property is being sold “As Is” condition without any warranties or representations express or implied. The accuracy and completeness of the information contained in the marketing material and in the PIP cannot be guaranteed, and prospective Bidders are advised to independently verify any information they deem important. BUYER SPECIFICALLY UNDERSTANDS THAT HE/SHE/THEY ARE BIDDING ON A PARTIALLY RENOVATED PROPERTY AND KNOWS THAT THE PROPERTY IN ITS CURRENT STATE MAY NOT BE OCCUPIED WITHOUT COMPLETION OF THE RENOVATION.
- **d)** All square footages, acreages and sizes set forth for the Property are approximate only, based on the best information available and should be verified independently by prospective Bidder.
- **e)** The Winning Bidder shall not assign its right under the Real Estate Sales Contract to any other party without written consent by the Seller.
- **f)** THESE GENERAL TERMS AND CONDITIONS OF SALE DO NOT CREATE ANY LEGAL OBLIGATIONS ON THE SELLER AND LEAC. IF THE SALE FAILS TO COMPLY WITH ANY OF THESE GENERAL TERMS AND CONDITIONS OF SALE FOR ANY REASON, SELLER AND LEAC SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER. THE WINNING BIDDER’S ONLY REMEDY WILL BE THE RETURN OF THE BIDDERS’ BID DEPOSIT (IF PAID). THESE GENERAL TERMS AND CONDITIONS OF SALE NEVERTHELESS ARE BINDING UPON AND MUST BE COMPLIED WITH BY ANY PERSON OR ENTITY SUBMITTING AN INITIAL OFFER.
- **g)** Title with respect to the Property will be delivered as provided in the Real Estate Sales Contract.
- **h)** If Purchaser defaults under the terms of the Real Estate Sales Contract, then the Seller will declare such default, terminate the Real Estate Sales Contract and retain any and all Bid Deposits as liquidated damages (and not as a penalty) pursuant to the terms of the Real Estate Sales Contract.

Sample Contract



1. Sale and Purchase Contract:

 Ron Huling
 ("Seller") and _____
 ("Buyer")

Effective on the date affixed to the signatures below, the undersigned seller ("Seller") offered to sell and the undersigned buyer ("Buyer") accepted all terms as offered by Seller, including that Buyer agrees to pay a non-refundable Buyer's Premium of ten percent (10%) of the bid price ("Bid Deposit") to a title insurance company or closing attorney of Luxury Estates Auction Company/Mark Miller, Berkshire Hathaway Home Services Michigan Real Estate, Broker (LEAC/BHHS) choosing (the "Escrow Agent"), which is included as a part of the purchase price. The Bid Deposit upon closing of the sale and title transfer pursuant to this sales contract, shall be paid to LEAC an amount equal to 10% of the bid price (the "Buyer's Premium") for auction marketing services. Seller agrees to sell and convey to Buyer the following described real estate (the "Property"):

Address: Approximately 35.3[±] acres located at 16385 17 1/2 Road, Marshall, MI 49068.

Legal Description: AS SET FORTH IN THE TITLE INSURANCE COMMITMENT
Interest being sold: Insurable Fee Simple or Leasehold, subject to those exclusions and exceptions as set forth in the title insurance commitment.

2. Purchase Price Computation:	Bid Amount	\$ _____
	Deposit/Buyer's Premium	\$ _____
	Equals Purchase Price	\$ _____
	Minus Deposit Received	\$ _____
	Equals Balance Due	\$ _____

(Balance due at closing.)

Closing: Shall be on or before **April 22, 2022** at the offices of West Michigan Realtors Title Company, LLC dba Title REsource Agency, 6312 Stadium Drive, Kalamazoo, MI 49009, (269) 488-0104.

- 1. Possession:** Shall be given at closing.
- 2. No Contingencies:** Buyer is buying this property with no contingencies whatsoever except those as provided in this contract relating to an insurable title to be provided by Seller to the Buyer at closing. Buyer's obligation to close shall not be subject to any financing contingency. Buyer reserves the right to obtain a loan. Failure to close due to lack of funds shall be considered a default by Buyer.
- 3. Closing Costs:** All real estate taxes and maintenance fees/association dues for the current year and rents, if any, shall be prorated as of the date of closing. Each party shall pay its respective attorney fees.
- 4. Seller's Duties.** Seller shall convey insurable title by statutory warranty deed ("Deed") or assignment of leasehold interest (if applicable), subject to all items as listed in the title insurance commitment, and all restrictions, easements, and covenants of record and subject to any zoning ordinances, regulations and laws of governmental authorities, which buyer has independently investigated. Seller shall be responsible at Seller's cost for supplying all items listed on Schedule BI (Requirements to Insure) that apply to Seller, upon request of the Buyer or title insurer. Seller shall pay any unpaid taxes or governmental or association assessments for prior years and up to and including the date of closing.
- 5. Buyer's Duties.** Buyer shall pay for preparation of the Deed, the title insurance commitment, the recording fee and transfer tax on the Deed, title insurance premiums, survey, all costs and expenses relative to any loan facilitating the purchase of the Property and additional charges of the closing agent. If Buyer elects to obtain title insurance, then Buyer shall be responsible for meeting all Schedule BI (Requirements to Insure) applicable to Buyer as required by the title insurer. Buyer acknowledges that has searched and examined the title to the property.

Sample Contract

6. Breach: Buyer and Seller explicitly covenant one with the other to relate to one another, in all matters concerning this Contract, in good faith and with fair dealing. If Seller breaches this contract, Buyer shall have all legal rights and remedies available under Michigan law against Seller, including but not limited to reimbursement for the payment of the Buyer's Premium. If Buyer breaches this Contract, Seller shall have all legal rights and remedies available under Michigan law against Buyer, including but not limited to a right to void this Contract and sell the Property as soon as possible to another buyer. Should any party to this Contract bring an action against any other party to enforce any claim hereunder, the prevailing party or parties shall be entitled to recover all costs of said action and reasonable attorney fees. The term "prevailing party or parties" as used in this paragraph shall be defined as the party or parties in whose favor a court shall rule or against whom no relief is granted, provided such ruling becomes final (meaning appellate review has been exhausted or waived or the time has passed). The parties agree that legal jurisdiction over matters relating to this contract shall be in the State of Michigan and the county in which the Property is located.

7. DISCLAIMERS: THE PROPERTY SHALL BE CONVEYED AND ACCEPTED IN "AS IS-WHERE IS WITH ALL FAULTS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NEITHER SELLER, NOR SELLER'S AGENT, NOR LEAC, HAS OR WILL MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATIONS TO THE HABITABILITY, DESIGN, QUALITY, MERCHANTABILITY, CONDITION, ENVIRONMENTAL STATUS, MATTERS OF SURVEY OR FITNESS FOR ANY PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Except for the warranties and representations expressly set forth in this Contract, Buyer is relying solely on its own expertise and information. Buyer has conducted such investigations and inspections of the Property as it deemed necessary and/or appropriate and shall rely upon the same. Neither Luxury Estates Auction Company nor the Seller warrants the transfer of any personal property that may have been associated with the real property being transferred under this contract.

8. Auction Fees and Waiver: Buyer and Seller acknowledge that Berkshire Hathaway Home Services (BHHS) has acted solely as a Seller's agent in this transaction and Buyer agrees that Buyer's payment of a Buyer's Premium to LEAC is being paid as consideration for the benefit of Seller and not for any services rendered to Buyer by LEAC under this Contract. Seller acknowledges and agrees that upon the execution of this contract that LEAC has fulfilled all conditions precedent to earn an auction marketing fee per Seller's Listing Agreement with BHHS and that payment is due upon the closing of this transaction. Buyer and Seller agree that in the event of any dispute or claims arising out of this contract that the Buyer's Premium is not refundable. **BUYER AND SELLER HEREBY RELEASE LEAC/BHHS FROM ANY CLAIMS ARISING BETWEEN THEM AND HOLD LEAC/BHHS HARMLESS THEREFORE, INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR REFUND OR REIMBURSEMENT OF THE BUYER'S PREMIUM.**

If Buyer or Seller breaches this Agreement, the breaching party(ies) shall be liable to LEAC/ BHHS for the payment of the Buyer's Premium. Therefore, Buyer and Seller agree and covenant that LEAC/BHHS may enforce Paragraph 11 through all lawful process against the party or parties breaching this Contract. Should LEAC or BHHS bring an action against any other party to enforce payment of the Buyer's Premium, the prevailing party or parties to the action shall be entitled to recover all costs of said action including reasonable attorney fees. The term "prevailing party or parties" as used in this paragraph shall be defined as the party or parties in whose favor a court shall rule or against whom no relief is granted, provided such ruling becomes final (meaning appellate review has been exhausted or waived or the time has passed). The parties agree that legal jurisdiction and venue over matters relating to this paragraph shall be in the State of Michigan and the county in which the **Property** is located.

9. Miscellaneous Provisions. This Contract contains the entire agreement of the parties relating to the subject matter hereof and shall not be changed except by their written consent and shall be binding on the parties' successors and assigns. The various paragraphs and provisions of this **Agreement** are declared severable, and should any one be invalid, the remainder of this **Agreement** shall remain in full force and effect. **TIME IS OF THE ESSENCE IN THIS CONTRACT OF THE RESPECTIVE OBLIGATIONS OF THE PARTIES HERETO.**

Seller Date

Buyer Date

Seller Date

Buyer Date

By: _____
Agent, Mark Miller, Broker, Berkshire Hathaway Home Services
Michigan Real Estate

Effective Contract Date: _____

Representation Disclosure

In cooperation with Mark Miller Broker Berkshire Hathaway Home Services Michigan Real Estate # 6506041048

This property is listed for sale on MLS by Brian Fazekas with BHHS Michigan Real Estate.

Luxury Estates Auction Company in cooperation with Auctioneer David Helmer will be performing auction and auction marketing services as part of the sellers team. LEAC and or David Helmer will not be handling the real estate brokerage transaction.

Brokers and agents will be compensated and are fully protected.

Email **INFO@LEAUCTIONS.COM** to receive broker/agent form to register your client 24 hours prior to auction.

Cannot register any client that has already registered online and or have any active bids.