

DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING

Meeting Location – Downtown Development Authority Conference Room

2045 Cedar Street, Suite 2, Holt, MI

Tuesday, February 16, 2016

6:30 p.m.

AGENDA

Call to Order

Pledge of Allegiance

Roll Call

Comments from the Public

ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME. PERSONS ADDRESSING THE BOARD MUST STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE GIVEN FOUR (4) MINUTES.

Set/Adjust Agenda

Approval of Minutes: Regular Meeting of January 26, 2016

Business

1. Approve Purchase of Property Located at 2230 Cedar Street
2. Farmers Market 2015 Report

Late Agenda Item

3.

Reports

4. Executive Director
5. Marketing Committee
6. Planning Commission
7. Supervisor
8. Treasurer
9. Members

Limited Comments

MEMBERS OF THE PUBLIC MAY TAKE THE OPPORTUNITY TO ADDRESS THE BOARD REGARDING ANY ITEM ON THE AGENDA AT THE TIME SUCH ITEM IS OPEN FOR DISCUSSION BY THE BOARD. ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME.

Adjournment

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JANUARY 26, 2016**

The Downtown Development Authority met Tuesday, January 26, 2016 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Vice-Chairperson Fauser called the meeting to order at 7:02 p.m. The Pledge of Allegiance was recited.

MEMBERS PRESENT: Kim Cosgrove, C.J. Davis, Tim Fauser, Steven L. Marvin, Nanette Miller, Tonia Olson

MEMBERS ABSENT: Harry Ammon, Brian Houser, David Leighton

OTHERS PRESENT: C. Howard Haas, DDA Executive Director; Lori Underhill, Secretary

PUBLIC COMMENT: None

SET/ADJUST AGENDA

There were no adjustments to the agenda.

APPROVAL OF MINUTES

Davis moved, Olson supported, to approve the regular meeting minutes of November 24, 2015.

A Voice Poll Vote was recorded as follows: All Ayes
Absent: Ammon, Houser, Leighton

MOTION CARRIED

Davis moved, Olson supported, to approve the Brownfield meeting minutes of November 24, 2015.

A Voice Poll Vote was recorded as follows: All Ayes
Absent: Ammon, Houser, Leighton

MOTION CARRIED

BUSINESS

TAX SHARING AGREEMENT BETWEEN THE DDA AND DELHI TOWNSHIP

Cosgrove moved, Marvin supported, to approve the Tax Sharing Agreement between the Delhi Charter Township Downtown Development Authority and Delhi Charter Township.

A Roll Call Vote was recorded as:
Ayes: Cosgrove, Davis, Fauser, Marvin, Miller, Olson
Absent: Ammon, Houser, Leighton

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JANUARY 26, 2016**

RESOLUTION NO. 2016-001: PROPERTY EXCHANGE AGREEMENT

Cosgrove moved, Olson supported, to adopt Resolution No. 2016-001, a Resolution to enter into a Property Exchange Agreement and to exchange property with DTN Management Co., a Michigan Corporation.

A Roll Call Vote was recorded as:

Ayes: Cosgrove, Davis, Fauser, Marvin, Miller, Olson

Absent: Ammon, Houser, Leighton

MOTION CARRIED

REPORTS

Executive Director

Mr. Haas reported on his meetings with various developers for the DDA owned block on Cedar Street. Meetings with local taxing jurisdictions regarding new tax sharing agreements have occurred during the past month. DLZ continues to work on the potential Trailhead Park on Cedar Street at the roundabout and has held planning meetings with local agencies. An offer to purchase 2230 Cedar Street, subject to environmental investigation and DDA Board approval, was made earlier this month. The property has been up for sale for quite some time.

Farmers Market

Lori Underhill reported that the Farmers Market had over \$41,000 in token sales in 2015. This figure is up from \$28,000 in 2014. The Market is part of a pilot program to offer Double Up Food Bucks to those receiving Supplemental Nutrition Assistance year round. The Market is working with the Holt Community Food Bank to increase awareness of this program.

Advertising & Marketing Committee

In the absence of Mr. Leighton, Mrs. Cosgrove reported that Holt Public Schools is working with Blohm Creative Partners to bring the printed version of its RAM Quarterly publication to an end in August of this year. This publication will be combined with DDA and Township publications in electronic format in the future.

Planning Commission

Ms. Olson reported that the Planning Commission has approved zoning changes on Depot Street and Delhi Commerce Drive. The Final Site Plan was approved for the gas station/convenience store located at the corner of Holt and Aurelius Roads.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JANUARY 26, 2016**

Supervisor

Supervisor Davis reported that he will not be running for reelection in 2016. Township staff and Board of Trustees members attended the Michigan Townships Association conference last week.

Treasurer

Mrs. Cosgrove reported that the DDA budget for 2015 is in good shape. The auditors will be conducting their Township wide review in mid-March.

Members

None.

Limited Comments

None.

There will be a departure from our regularly scheduled Board meetings for the month of February. The next meeting will be held on Tuesday, February 16, 2016 at 7:00 p.m. in the DDA Conference Room, located at 2045 Cedar Street, Suite 2, Holt, MI.

ADJOURNMENT

The meeting was adjourned at 7:37 p.m.

Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**
2045 NORTH CEDAR STREET, SUITE 2
TELEPHONE (517) 699-3866
FACSIMILE (517) 699-3878
www.delhidda.com

MEMORANDUM

Date: February 11, 2016

To: Delhi Township DDA Board of Directors

From: C. Howard Haas, Executive Director

A handwritten signature in black ink, appearing to read "C. Howard Haas", is written over the "From:" line.

Re: Purchase of Property Located at 2230 Cedar Street

At our January meeting, I briefly mentioned that I placed an offer to purchase property located at 2230 Cedar Street in the amount of \$125,000. The owner countered for \$140,000 and I accepted her counter offer. The property has been on the market for some time and is situated at the intersection of Cedar Street and Keller Road. My offer is contingent upon the completion of an environmental assessment and the review of all current leases. TriTerra is conducting an Environmental Assessment on the property and has scheduled a site visit for Monday, February 15th. Based on the results and their recommendation, the purchase will either move forward or not. I therefore offer the following recommended motion:

I move to approve the purchase of property located at 2230 Cedar Street in the amount of \$140,000.00, contingent upon the review of all current leases and the results of the Environmental Assessment. I further move to authorize Executive Director Haas to execute the deed for the same.



GREATER LANSING ASSOCIATION OF REALTORS® UNIFORM BUY & SELL CONTRACT - PART 1



Date 01/15/16

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SELLING OFFICE Real Estate One 1st 517-694-1121 517-694-4000
(Member of Greater Lansing Association of REALTORS®) TELEPHONE FAX Broker #

LISTING OFFICE NAT Mid Mich 517-712-2400
(Member of Greater Lansing Association of REALTORS®) TELEPHONE FAX Broker #

1. BUYER Delhi Downtown Development Authority and _____
[Print Buyer's name(s) as should appear on final documents]

spouse or other called the BUYER, OFFERS TO BUY FROM SELLER the following:

2. PROPERTY situated in the City/Twp. of Delhi County of Ingham Michigan,
located at: 2230 Cedar St, Holt 48842

and legally described as: per tax legal info for parcel 33-25-05-14-302-035
See survey from Wolverine Engineers & Surveyors 11/22/2011 job no. 11-0530 Parcel 2

MLS #(s) _____ Permanent Parcel #(s): 33-25-05-14-302-035

Subject to any existing building and use restrictions, zoning ordinances, and easements, if any. The Property includes all buildings; GAS, OIL, AND MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum; mirrors; complete lighting and fan fixtures; window treatment hardware/rods; window shades and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment; water heater, water softener (unless rented), water pump and pressure tank; sump pump; TV antenna, complete rotor equipment, satellite dish and controls; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace doors and screens; built-in appliances; mail box; all plantings; underground sprinkling system, water pumps and timers; fences; fuel storage tanks (unless rented) and fuel in tanks; awnings; basketball hoop/backboard; outdoor play equipment; EXCEPTIONS OR ADDITIONS:

none

3. AGENCY DISCLOSURE: THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS. THE SELLING BROKER/SALESPERSON IS ACTING AS (check one): AGENT/SUBAGENT OF THE SELLER
 BUYER'S AGENT DUAL AGENT (with written, informed consent of both BUYER and SELLER)
 OTHER:

4. PRICE: THE SALE PRICE WILL BE One Hundred Twenty-Five Thousand DOLLARS
(\$ 125,000.00).

5. METHOD OF PAYMENT: ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK MONEY ORDER. The sale will be completed by the following method:

CASH. The full price upon delivery of a warranty deed (in the form of CERTIFIED CHECK, CASHIER'S CHECK, OR BANK MONEY ORDER).

NEW MORTGAGE. The full price upon delivery of a warranty deed. This Contract is contingent on BUYER'S ability to obtain a _____ year mortgage in the amount of \$ _____ or _____ % of the sale price.

BUYER will formally apply for loan within _____ business days after SELLER'S acceptance, or BUYER has formally applied for a mortgage loan and is conditionally preapproved. If BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before _____ SELLER may cancel this Contract. Sale will be completed upon delivery of a warranty deed.

LAND CONTRACT. \$ _____ down payment upon BUYER and SELLER signing a Greater Lansing Association of REALTORS® Land Contract (latest revision), or other form specified below. BUYER will pay monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ %, beginning _____ days after Closing; and in addition:

1/12 of SELLER'S estimate of annual real estate taxes will be paid by BUYER each month by: _____ add back _____ escrow;
OR real estate taxes will be paid by BUYER. BUYER will pay the entire balance within _____ years after Closing.

BUYER'S initials CA Date 1/15/16 SELLER'S initials _____ / _____ Date _____ (# 115a)



**GREATER LANSING ASSOCIATION OF REALTORS®
UNIFORM BUY & SELL CONTRACT**



2230 Cedar St, Holt Mi 48842

Property Address/Description

ASSUMPTION/ASSIGNMENT. Delivery of: Warranty deed subject to BUYER'S Formal Informal Assumption of existing mortgage, OR Assignment of SELLER'S interest in land contract, provided mortgage or land contract is assumable by BUYER. BUYER to pay the difference (approximately \$ _____) between sales price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ _____ including interest at _____% yearly, which is _____ fixed _____ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

6. **PRORATED ITEMS:** Rents, association dues/fees, if any; service and usage fees; insurance if assigned; and interest on any existing land contract, mortgage, or lien assumed by BUYER, will be current and prorated to the date of Closing.
EXCEPTIONS: none

7. **A. SPECIAL ASSESSMENTS** which are or become a lien on the property on or before the date of Closing will be paid by SELLER. EXCEPTIONS: none

B. TAXES will be treated as if they cover the CALENDAR YEAR in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES which are first billed in the year of Closing will be prorated so that SELLER will pay taxes from the first of the year to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing.

If both tax bills for the current year have not yet been issued as of the Closing date, then the current taxable value and the total annual millage rate from the previous year's tax bills shall be used to estimate the current year's taxes (any administrative fee shall be added to this amount) and those estimated current year's taxes plus administrative fee shall be prorated. If the transaction closes after both the July and December tax bills have been issued, the total of these two actual bills shall be used to determine the tax proration.

8. **A. BUYER WILL PAY FOR** transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, closing fees, all inspections; rezoning; soil borings; franchise agreements; use permits; drain and /or other easements; rights-of-way; and stake or mortgage report survey (if mortgage survey is required for the insurance, it will be at the BUYER'S expense). EXCEPTIONS: none

B. SELLER WILL PAY FOR an owner's policy of title insurance with standard exceptions without standard exceptions ALTA Homeowner's Policy of Title Insurance (extended coverage) in the amount of the sale price; all costs required to convey clear title; closing fee if closing a cash, land contract, V.A., or purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.
EXCEPTIONS/ADDITIONS: _____

9. **PROFESSIONAL ADVICE:** Broker advises BUYER to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreements form and to determine that the terms of this Contract have been met. Documents of transaction to be reviewed by: Attorney Name: To be named Telephone # _____ Fax # _____
Address: _____

OR BUYER acknowledges that, contrary to recommendation, BUYER DOES NOT DESIRE TO RETAIN AN ATTORNEY.

10. **A. TIME IS OF THE ESSENCE.** Time is of the essence in this transaction. Failure to enforce a time deadline in one or more instances shall not constitute a waiver of that time deadline or other deadlines in the future.

B. CLOSING: Sale will be closed on OR by 04/29/16, unless amended by written addendum to this Contract. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Contract if title defects have not been remedied.

C. FACSIMILE. Execution of a facsimile counterpart of the Contract shall be deemed execution of the original Contract. Facsimile transmission of an executed copy of this Contract shall be treated the same as hand delivery.

BUYER'S initials [Signature] Date 4/15/16 SELLER'S initials _____ Date _____ (# 115b)



**GREATER LANSING ASSOCIATION OF REALTORS®
UNIFORM BUY & SELL CONTRACT**



2230 Cedar St, Holt Mi 48842

Property Address/Description

- 11. OCCUPANCY:** SELLER will deliver, and BUYER will accept, possession of the property at Closing, subject to the rights of present tenants, if any. If SELLER occupies the property, it will be vacated not later than _____ days after Closing. At Closing, SELLER will pay BUYER the total sum of \$ _____ based upon \$ _____ per day, as occupancy charge for the period from the Closing date through the agreed surrender date. Charges for unused days will be reimbursed to SELLER upon vacating. SELLER is responsible for utilities and any repairs of damage caused to the property by SELLER after Closing and before vacating and will transfer the property rubbish free. If tenants occupy property, BUYER will assume responsibility for tenants and security deposits. Security deposits, leases, and move-in check sheets, if any, will be transferred to BUYER at Closing; OR Property will be vacant at Closing.
- 12. SELLER'S DISCLOSURE:** BUYER acknowledges that a SELLER'S DISCLOSURE STATEMENT has already been provided OR is to be provided with SELLER'S response to this offer unless exempt by current statute. BUYER will have _____ business days after SELLER'S acceptance to cancel this contract if conditions unacceptable to BUYER are disclosed. SELLER will inform BUYER in writing of any changes in the content of any disclosure statement prior to Closing and will be responsible for maintaining the condition of the property as disclosed.
- 13. LEAD PAINT NOTICE APPLICABLE TO RESIDENTIAL HOUSING BUILT PRIOR TO 1978.**
A. BUYER acknowledges that prior to signing this Sales Contract, BUYER has received the HUD/EPA pamphlet *PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME*, and has received and reviewed a copy of the *LEAD-BASED PAINT SELLER'S DISCLOSURE FORM* completed by the SELLER on _____, _____, the terms of which are incorporated herein by reference.
B. BUYER initial one: _____ BUYER shall have a _____ day opportunity after the date of this Sales Contract to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal Regulations require a 10-day period, but the BUYER and SELLER may agree upon a different period of time.) If BUYER is not satisfied with the results of this inspection, upon notice from BUYER to SELLER within this period, this Sales Contract shall terminate, and any deposits shall be refunded to BUYER; OR _____ BUYER hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- 14. PROPERTY CONDITION:** BUYER has personally inspected the property and has reviewed the information contained in any written disclosure statement provided by SELLER and BUYER agrees to accept the property "AS IS" in its present condition. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE OTHER THAN EXPRESS REPRESENTATIONS IN THIS CONTRACT, ANY ADDENDUM(S) OR STATEMENTS CONTAINED IN ANY WRITTEN DISCLOSURE STATEMENT. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® LINESIDE IS DEEMED ACCURATE BUT IS NOT GUARANTEED OR WARRANTED.
- 15. A. INSPECTIONS:** This offer is contingent upon satisfactory inspection(s) of the property, including plumbing heating electrical structural pest radon other environmental, at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Contract if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within _____ business days after this Contract is fully executed.
B. ADDITIONAL INSPECTIONS: This offer is contingent upon satisfactory inspection of the property, including well septic system survey other _____, at BUYER'S expense, by a licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Contract if BUYER is not satisfied with the results of the inspection(s) by giving SELLER written notice within _____ business days after this Contract is fully executed;
OR, BUYER acknowledges that it has been recommended that a licensed contractor(s) and/or inspector(s) of BUYER'S choice be retained to inspect the property. Contrary to Broker's recommendation, BUYER DOES NOT DESIRE TO OBTAIN AN INSPECTION OF THE PROPERTY. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS CONTRACT, A WRITTEN AMENDMENT TO THIS CONTRACT OR ANY WRITTEN DISCLOSURE STATEMENT.
- 16. SQUARE FOOTAGE:** Parties agree any square footages stated in the MLS are estimates only and should be verified by the parties, but should not be relied upon. _____ Seller Initials _____ Buyers Initials
- 17. BUYER'S DEPOSIT:** \$ 1000 showing BUYER'S good faith will be deposited with _____ of _____ (REALTOR®/BROKER) under current regulations of the Michigan Department of Licensing & Economic Growth, Licensing Division - Real Estate Brokers and Sales. This deposit will be applied as part of the purchase price. If this offer is not accepted, or title is not marketable or insurable, or if the terms of purchase are contingent upon BUYER'S ability to obtain a new mortgage, or if sale is on land contract subject to its sale, or if there are any other contingencies in this Contract which cannot be met, this deposit is to be refunded. If BUYER or SELLER defaults, the other party may enforce this Contract or may cancel it, and pursue his/her legal and/or equitable remedies. If the sale is not consummated, any release of the BUYER'S deposit will require a Mutual Release of the Buy & Sell signed by all parties. *If no mutual agreement can be negotiated, the person holding the deposit may,*

BUYER'S initials [Signature] Date 1/15/10 SELLER'S initials _____ / _____ Date _____ (# 115c)



**GREATER LANSING ASSOCIATION OF REALTORS®
UNIFORM BUY & SELL CONTRACT**



2230 Cedar St, Holt Mi 48842
Property Address/Description

upon 30 days written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction after deducting out-of-pocket costs and legal fees. Delivery to court will release the Broker from further liability concerning the deposit.

18. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Contract shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Homesellers/Homebuyers Dispute Resolution System. If the parties cannot reach a binding agreement in Mediation, they have the right to use other legal remedies. BUYER acknowledges receipt of the brochure briefly describing the Mediation System.
19. **ASSIGNMENT:** BUYER will not assign this Contract without the consent of SELLER.
20. **A.** This offer is Contingent upon the Sale of Close of _____
 This offer is not contingent upon the Sale of another property.
- B. OTHER PROVISIONS:**
 Subject to buyers approval of environmental studies.
 Subject to approval of buyers Board of Directors
 Subject to approval of current leases.

21. **ENTIRE AGREEMENT:** This written Contract and any written addenda to it contains the entire agreement of the parties with respect to the sale of the property and supersedes all negotiations, understandings or offers. No oral representations or statements will be binding, and this Contract may be modified or amended only in writing and signed by the BUYER and SELLER. This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.
22. **A. BUYER'S ACKNOWLEDGEMENT:** BUYER acknowledges receipt of a copy of pages 1 through 4 of this Contract.

DATE: Jan 15 2016

[Signature] Witness/Agent (Signature) Ray Kruch
 [Signature] BUYER (Signature) Executive Director
 _____ Witness/Agent (Signature) BUYER (Signature)

Selling Agent Name Ray Kruch 517-881-5871 (Print) kruchray110 UserName

Received from above named BUYER deposit monies in the amount of _____ dollars, in the form of _____ # _____ of _____
 (Salesperson/REALTOR® Broker)

B. SELLER'S ACKNOWLEDGEMENT: SELLER'S SIGNATURE ACKNOWLEDGES RECEIPT OF A COPY OF PAGES 1 THRU 4, AND ATTACHMENTS, IF ANY.

DATE: 1-29-16

[Signature] SELLER
 _____ SELLER

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or warranties made in connection with the form.



Commercial Real Estate Services, Worldwide.

BUY/SELL AGREEMENT AMENDMENT

Amendment Number: 1

Dated: 1/29/16

Property Address 2230 CEDAR ST. HOLT, MI 48842

This agreement to be part of and incorporated into the purchase agreement between RUTH ADAMS as Seller and DELTA DOWNTOWN DEVELOPMENT as Buyer, dated 1/15/16 regarding the above captioned property.

- The above referenced Purchase agreement to be accepted as written.
- The above referenced Purchase agreement shall be amended as follows:

- PURCHASE PRICE TO BE \$140,000.
- CLOSING TO BE ON OR BY 3/29/16.
- INSPECTION CONTINGENCIES TO BE REMOVED BY 3/19/16.
- BUYER TO PROVIDE SELLER WITH COPIES OF ALL INSPECTION REPORTS AT NO COST TO SELLER.
- BUYER TO RESPOND TO THIS COUNTER BY 2/12/16.

Receipt is hereby acknowledged by Seller a copy of this agreement.

[Signature]
Witness

1/29/16
Date
Ruth Adams
Seller

Witness

Seller

Acceptance of this agreement and receipt of a copy are hereby acknowledged by Purchaser.

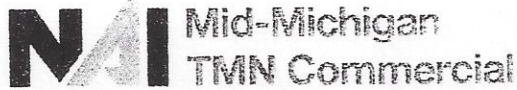
Date

Witness

Buyer

Witness

Buyer



Commercial Real Estate Services, Worldwide.

BUY/SELL AGREEMENT AMENDMENT

Amendment Number: 1

Dated: 1/29/16

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 - INSPECTION CONTINGENCIES TO BE REMOVED BY 3/19/16.
 - BUYER TO PROVIDE SELLER WITH COPIES OF ALL INSPECTION REPORTS AT NO COST TO SELLER.
 - BUYER TO RESPOND TO THIS COUNTER BY 2/12/16.
- Receipt is hereby acknowledged by Seller a copy of this agreement.

[Signature]
Witness

1/29/16
Date
Ruth Adams
Seller

Witness

Seller

Acceptance of this agreement and receipt of a copy are hereby acknowledged by Purchaser.

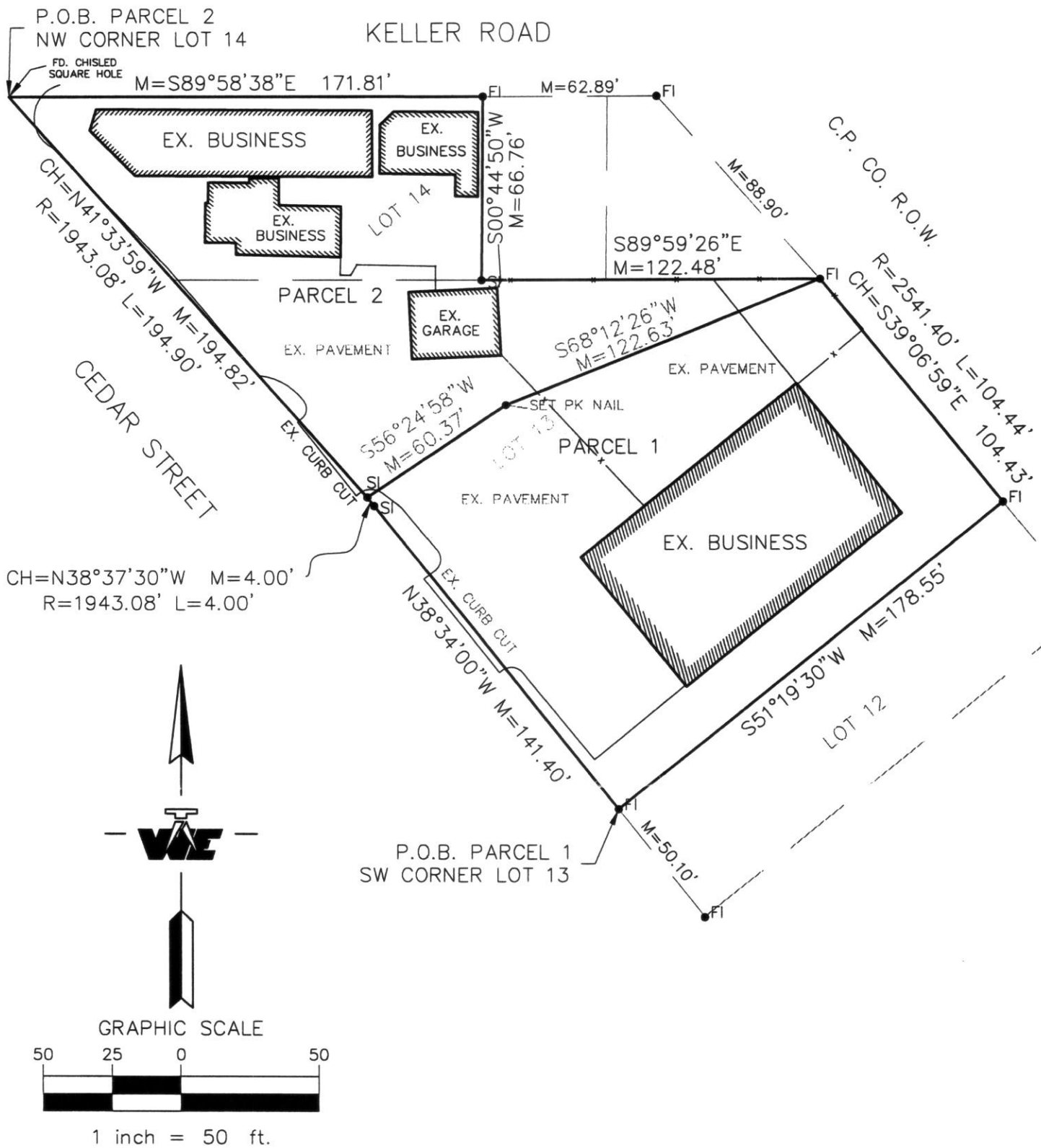
[Signature]
Witness

2/1/16
Date
[Signature]
Buyer

Witness

Buyer

CERTIFICATE OF SURVEY



I HEREBY CERTIFY ONLY TO THE PARTIES HEREON THAT WE HAVE SURVEYED, AT THE DIRECTION OF SAID PARTIES, THE ABOVE DESCRIBED PARCELS, 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. SAID PARCELS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

D= DEEDED	PROPERTY CORNER IRON ●	FI= FOUND IRON
P= PLATTED	CONCRETE MONUMENT ○	SI= SET IRON
M= MEASURED	FENCE LINE -x-x-x-x-	



<p>WOLVERINE Engineers & Surveyors, Inc.</p> <p>312 North Street Mason, Michigan 48854 Ph: 517-676-9200 Fx: 517-676-9396 http://www.wolveng.com</p>	SURVEY FOR: DAVE RUSSELL	
	FIELD SURVEY: TY & DR	DATE: 11/22/2011
	DRAWN: DER	JOB NO.: 11-0530
	SCALE: 1" = 50'	SHEET: 1 OF 2

GREG VAUGHN P.S. #41113

CERTIFICATE OF SURVEY

LEGAL DESCRIPTION PARCEL 1:

(AS PROVIDED TO THIS OFFICE BY CLIENT FOR PARCEL 1, FROM PREVIOUS SURVEY BY R.W. STEADSMAN & ASSOCIATES, INC.)

THAT PART OF LOT 13, SUPERVISOR'S PLAT NO. 5, ON THE NW 1/4 OF THE SW 1/4 OF SECTION 14, TOWN 3 NORTH, RANGE 2 WEST, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SW CORNER OF LOT 13; THENCE N38°34'W ALONG THE SOUTHWESTERLY LINE THEREOF 141.4 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 4.0 FEET ALONG SAID LOT LINE ON A 1943.08 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS N38°37'30"W 4.0 FEET; THENCE N56°33'E 60.7 FEET (MEASURED N56°24'58"E 60.37 FEET); THENCE N68°22'E 123.3 FEET (MEASURED N68°12'26"E 122.63 FEET) TO THE NORTHEASTERLY LINE OF LOT 13; THENCE SOUTHEASTERLY 102.92 FEET ALONG SAID LOT LINE ON A 2541.4 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS S39°18'E 102.91 FEET (MEASURED S39°06'59"E 104.43 FEET) TO THE SOUTHEASTERLY CORNER OF LOT 13; THENCE S51°19'30"W ON THE SOUTHEASTERLY LOT LINE 179.79 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PARCEL 2:

(PER TAX LEGAL INFORMATION FOR 33-25-05-14-302-035)
LOT 14, EXCEPT THE EAST 45.00 FEET THEREOF, SUPERVISORS PLAT NO. 5. ALSO PART OF LOT 13 SUPERVISORS PLAT NO. 5, BEGINNING AT THE SOUTHWEST CORNER OF LOT 14; THENCE EAST 232.10 FEET ALONG THE PROJECTION OF COMMON LOT LINE OF LOT 13 & 14 TO THE NORTHEASTERLY LINE OF LOT 13; THENCE S68°22'00"W 123.30 FEET; THENCE S56°33'00"W 60.70 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 13; THENCE NORTHWESTERLY 103.40 FEET ON THE SOUTHWESTERLY LOT LINE TO THE POINT OF BEGINNING, SUPERVISORS PLAT NO. 5 OF DELHI. BEING MORE PARTICULARLY DESCRIBED AS; BEGINNING AT THE NORTHWEST CORNER OF LOT 14, SUPERVISORS PLAT NO. 5; THENCE S89°58'38"E 171.81 FEET ALONG THE NORTH LINE OF SAID LOT; THENCE S00°44'50"W 66.76 FEET TO THE NORTH LINE OF LOT 13; THENCE S89°59'26"E 122.48 FEET TO THE EASTERLY LINE OF LOT 13; THENCE S68°12'26"W 122.63 FEET; THENCE S56°24'58"W 60.37 FEET TO THE WESTERLY LOT LINE OF LOT 13; THENCE NORTHWESTERLY 194.90 FEET ON A 1943.08 FOOT RADIUS CURVE TO THE LEFT WHOSE CORD BEARS N41°33'59"W 194.82 FEET TO THE NORTHWEST CORNER OF LOT 14 AND THE POINT OF BEGINNING.

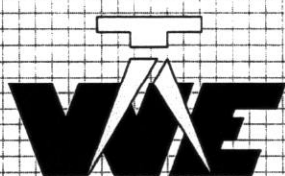


GREG VAUGHN P.S. #41113

LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

D= DEEDED	PROPERTY CORNER IRON ●	FI= FOUND IRON
P= PLATTED	CONCRETE MONUMENT ○	SI= SET IRON
M= MEASURED	FENCE LINE —*—*—*—*	



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SURVEY FOR:
DAVE RUSSEL

FIELD SURVEY: TY & DR	DATE: 11/22/2011
DRAWN: DER	JOB NO.: 11-0530
SCALE: N.A.	SHEET: 2 OF 2

Delhi Township Downtown Development Authority Meeting
February 2016



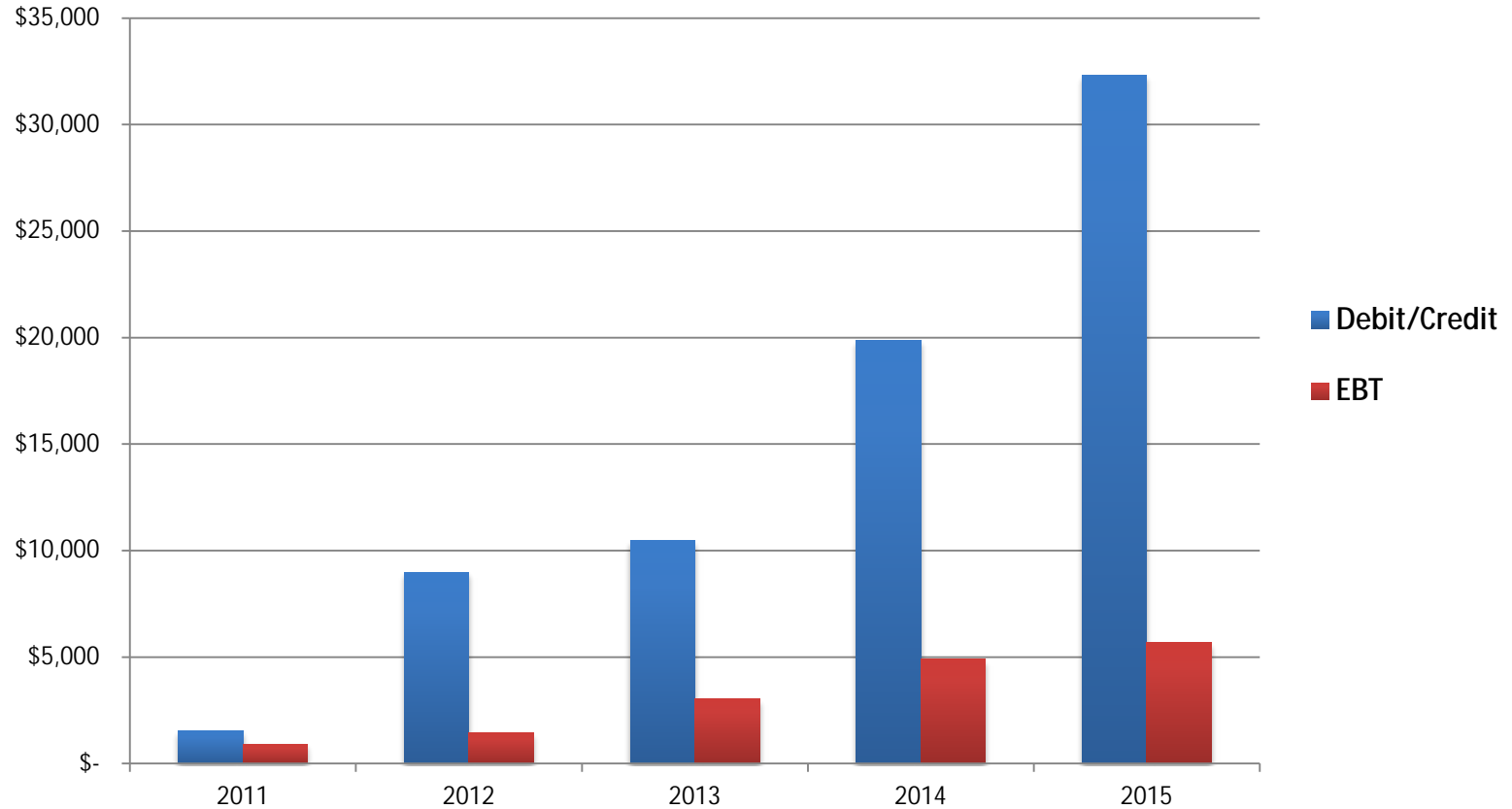
Chuck Grinnell, Market Director

Then and Now

	<u>2009</u>	<u>2015</u>
• Number of Markets	36	51
• Number of Vendors	25	43*
• Vendor Rent Collected	\$3,200	\$11,074

** Includes 6 anchor vendors who started in 2009*

TOKEN SALES 2011-2015



Note: Some of the increase in token sales from 2014 to 2015 is due to the fact that there were only 4 winter markets in 2014 (one per month from January through April) compared to 17 winter markets in 2015.

Looking Forward...

- Identify possible partnership opportunities with food bank
- Expand outreach to seniors and EBT customers
- Develop and implement market fundraising initiatives
- Develop and implement initiatives promoting winter markets to increase SNAP sales, vendors, customer appreciation and attendance, etc.

2015 HOLT FARMERS MARKET ANNUAL REPORT

The market officially went year 'round in 2015 and was open every Saturday, with the exception of two holiday closures on November 28th and December 26th. Market visitor attendance ranged from 500 to 800 during peak produce season. Outdoor musical entertainment was provided from May through October, weather permitting. The market participated in the Holt Hometown Festival with kid's activities and special entertainment, in addition to a pumpkin decorating contest in October.

Debit/credit token sales totaled \$32,337, up approximately 63% from 2014. EBT/SNAP token sales reached \$5,690, an increase of approximately 16% from 2014. Vendors reported an average increase in sales of 21% from their previous year.

Holt Farmers Market participated in the "Double Up" program (DUFB) again in 2015. This program allows EBT/SNAP customers to double their fruit and vegetable purchasing power, and allows those customers to spend their regular EBT/SNAP dollars on other products not covered by the DUFB program. This program is administered by the Fair Food Network and provides the funding for these token sales. Our initial grant was in the amount of \$1,500. In October, several markets were invited to pilot an extended DUFB season. (The regular season is typically over the end of October.) Our market participated in this extended season and received an additional \$1,500 for these token sales to finish out the year. Our total DUFB token sales for 2015 reached \$3,154, up approximately 30% from the previous year.

Returning anchor vendors included Aggie Mae's Bakery, Crisp Country Acres, Greenman Produce, Lonesome Pines Beef, Otto's Poultry, and Rowes Farm Market. Our vendor lineup also included a variety of cottage food vendors, artisan/crafters and ready-to-eat food vendors.

The market continued weekly email outreach to approximately 150 subscribers. Three vendor volunteers assisted in keeping Facebook current and updated through the year.

The market again served as a Delhi Township Voting Precinct for 2015 elections. The Lions Club also utilized the market for their annual Easter Lily fundraising. The Boy Scouts and Girl Scouts also sold popcorn and cookies on various Saturdays throughout the year.

New in 2015

- Holt High School students painted two wall murals, one of vegetables and one of a farm scene. The murals were installed at the market.
- Six security cameras and monitor were installed, providing indoor and outdoor surveillance.
- Flat screen television and BrightSign (media player) equipment was donated by Leightronix of Mason. The television was installed and the BrightSign message board operates during every market and features products, events, entertainment and more.
- Magic shows for the children have occurred on numerous Saturdays, featuring "Mystic Willow" – the daughter of our honey vendor, Willow Blossom Farms. These have been very popular with children and adults alike.

2015 HOLT FARMERS MARKET ANNUAL REPORT

New in 2015 (continued)

- Kitchen Demonstrations continued throughout the year. These demos were provided by HFM volunteers and vendors and featured instructions, sampling and recipes.

2015 Inventory

An inventory of items located at the HFM is attached part of this summary, and are considered the property of the Delhi Township Downtown Development Authority. This inventory does not include decorative items, farmer-owned tables, and coolers. See Pages 3 and 4 for detailed inventory. Note: The basement of the building is being used as additional storage for the Senior Center.

Focus on 2016

- Collect debit/credit card processing fees from vendors.
- Develop and implement market fundraising initiatives to ensure the market's longevity and sustainability. These initiatives may include sponsor advertising banners for display in the market, monetary and equipment donations, community dinners, etc.
- Identify possible partnership opportunities with food bank.
- Expand outreach to seniors and EBT customers.
- Continue to work on enhancements for the website, i.e., vendor information, sponsor listings, cooking demonstration videos, recipes, etc.
- Develop and implement initiatives promoting winter markets to increase SNAP sales, vendors, customer appreciation and attendance, etc.

As Your Market Manager

The market continues to develop a life of its own and is definitely a "fixture" in our community. It is becoming easier each Saturday to spot the "first time" market visitors since we have such a devoted and regular customer base. Our vendor roster is strong and offers an impressive and dependable variety of core products including produce, poultry, beef, breads and more. We have also become home to some great ready-to-eat vendors offering everything from gourmet hotdogs, authentic Mexican and Chinese, to French pastries and more. The sights and sounds inside and outside the Holt Farmers Market on any given Saturday is a great example of our community's health, happiness and well being.

2015 HOLT FARMERS MARKET ANNUAL REPORT

INVENTORY

<u>Quantity</u>	<u>Item</u>
1	NEW Security System (6 cameras and monitor)
1	NEW Flat screen television
1	NEW BrightSign module
1	NEW Lighted Open Sign
1	NEW Large Beverage Cooler
1	NEW Small Beverage Cooler
2	NEW Metal Display Shelving
1	Wooden Display Cart
3	Decorative Milk Cans
1	Beverage Cooler
1	Lot miscellaneous items for sale (market booth)
1	Modular Demonstration Kitchen: (1) Stove/oven unit; (1) Sink/water unit; and (1) Prep unit
1	Lot pots, pans, utensils
2	Composting units
4	33 gallon Recycling containers
1	Small Used PA System w/microphone
2	White Tents 20 x 30 complete w/poles
1	Brother 7460 Copier/Printer
1	Credit Card Processing Machine
2	Patio Umbrellas
2	Patio Umbrella Stands
6	33-gallon Brute Trash Cans w/Lids
1	Snow Shovel
1	Ice Melt
5	Picnic Tables
1	RCA Stereo System
1	Dolly
2	100' Rubber Hose
1	Eureka Vacuum Cleaner
1	Mop Bucket/Squeegee
1	14' Stepladder
1	12' Stepladder
2	Large Floor Pedestal Fans
1	American Flags w/Poles
9	Clamp-on Lights
2	25' Extension Cords
Asst	Brooms & Mops
1	Desk, Desk Lamp & Chair
Asst	Cleaning Supplies
Asst	Paper Products
1	Carton Market Bags
12	Market Aprons
1	2 x 5 "OPEN" Banner
1	Business Showcase Sign
1	A-Frame Crafts & Farm Market Sign
10	Wet Floor/Safety Signs
16	4-foot Folding Tables
32	8-foot Folding Tables
24	Metal Folding Chairs
9	Large Black Door/Floor Mats
2	Wall clocks
2	Fire Extinguishers
3	74 oz. Coffee Holder
1	12.5 gallon Shop Vac Pro

2015 HOLT FARMERS MARKET ANNUAL REPORT

INVENTORY (continued)

<u>Quantity</u>	<u>Item</u>
1	5-gallon Ace Floor Wax
1	V-Tech Answering Machine & Phones System
4	Outdoor Large Flower Pots
3	Power strips
1	Toolbox
2	100-foot Food Service White Hose
1	Heart Defibrillator
2	Swoofer Flags and Stands

STORED IN BASEMENT

Asst Round banquet tables, chairs, miscellaneous from Senior Center