

DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING

Meeting Location – DDA Conference Room

2045 Cedar Street, Holt, MI

Tuesday, February 20, 2018

7:00 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 30, 2018

Brownfield Meeting of January 30, 2018

Business

1. Sale of Park Lane Property
2. 4410 Holt Road Electrical Proposal
3. Amendment to Transfer/Development Agreement – Esker Square

Late Agenda Item

4.

Reports

5. Executive Director
6. Farmers Market
7. Marketing Committee
8. Planning Commission
9. Supervisor
10. Treasurer
11. 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 30, 2018**

The Downtown Development Authority met Tuesday, January 30, 2018 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

MEMBERS PRESENT: Harry Ammon, Kim Cosgrove, Tim Fauser, John Hayhoe, David Leighton, Nanette Miller, Tonia Olson

MEMBERS ABSENT: Brian Houser, Steven L. Marvin

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

PUBLIC COMMENT: None.

SET/ADJUST AGENDA

Late Agenda Item #4 was added: 4410 Holt Road Property Rehabilitation

APPROVAL OF MINUTES

Olson moved, Ammon supported, to approve the regular meeting minutes of November 28, 2017.

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Houser, Marvin, Miller

MOTION CARRIED

Nanette Miller entered the meeting at 7:02 p.m.

BUSINESS

HRC PROPOSAL – CEDAR LAKE TRAILHEAD PARK DESIGN ENGINEERING SERVICES

Olson moved, Fauser supported, to approve the Proposal for Cedar Lake Trailhead Park Design Engineering Services from Hubbell, Roth & Clark, Inc. in the amount of \$81,450.00.

Executive Director Haas gave an overview of the project to date. He reported that the project was selected for funding by the Michigan Department of Natural Resources Trust Fund Grant. Todd Sneathen, Hubbell, Roth & Clark, Inc. reviewed the proposal and explained which elements could be worked on prior to the receipt of the Grant Agreement. Dr. Fauser asked if the kayak launch would be accessible by vehicle. Mr. Sneathen replied that vehicles could get fairly close to the launch, but the final approach would need to be on foot.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Hayhoe, Leighton, Miller, Olson

Absent: Houser, Marvin

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JANUARY 30, 2018**

DEPUTY DIRECTOR POSITION

Miller moved, Olson supported to rescind the DDA Board Action of November 28, 2017 with regard to the salary, title and job description for Lori Underhill and replace it with the following:

To pay Lori Underhill an “Annual Stipend” in the amount of \$2,500, to be paid quarterly, as compensation for the duties of “Deputy Director” to serve in the absence of the Executive Director of the Downtown Development Authority, effective January 1, 2018.

Mr. Haas explained that this change was made at the request of the Township Manager’s Office. The new motion brings the position into line with other Deputy positions in the Township. Ms. Olson questioned whether the motion should be generic, as opposed to naming someone specifically. Mr. Haas replied in the negative.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Hayhoe, Leighton, Miller, Olson

Absent: Houser, Marvin

MOTION CARRIED

NOMINATION AND ELECTION OF 2018 DDA BOARD OFFICERS

Ammon moved, Olson supported to nominate the following as DDA officers for the calendar year 2018:

Chairperson: David Leighton; Vice-Chairperson: Tim Fauser; Secretary: Nanette Miller; Treasurer: Kim Cosgrove.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Hayhoe, Leighton, Miller, Olson

Absent: Houser, Marvin

MOTION CARRIED

4410 HOLT ROAD PROPERTY REHABILITATION

Cosgrove moved, Ammon supported to approve the proposal from Phillips Building and Remodeling Inc. for the rehabilitation of 4410 Holt Road in the amount of \$176,300.00, plus a 10% contingency of \$17,630.00, and authorize the Executive Director to execute a contract for the same.

Mr. Haas reviewed his memorandum and the history of the project.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Hayhoe, Leighton, Miller, Olson

Absent: Houser, Marvin

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JANUARY 30, 2018**

REPORTS

Executive Director

Mr. Haas reported that he met with property owners along Cedar Street regarding the changes to driveway configurations for the Realize Cedar project. He met with the owner of Quality Dairy to discuss the proposed changes to the Holt location. He met with representatives from the Lansing Economic Area Partnership, showing the Holt Road/Holloway Drive property to a potential user. He met with several local realtors regarding vacant properties along Cedar Street.

Farmers Market

Lori Underhill reported that the Farmers Market will apply for a Capital Region Community Foundation Impact Grant to install a commercial/incubator kitchen in the Market.

Advertising & Marketing Committee

Mr. Leighton reported the Committee discussed how we can better engage with Township business owners and encouraged the Board to communicate any ideas with him. He also reported that the DDA website needs a major upgrade to a serviceable platform.

Planning Commission

Ms. Olson reported that a Special Use Permit was approved for the Lansing Cottonwood Campground to allow for a towing company to be operated on the premises. A conditional rezoning of property located on the NE corner of Aurelius Road and Sycamore Street was recommended for an orthodontics office.

Supervisor

Mr. Hayhoe reported that a ribbon cutting was held at Aspen Lakes; the Holt Community Food Bank fed 150 families over the holidays; Holt Alliance will host Township staff at their meetings to discuss the Realize Cedar project; Hammond Farms opened a location in the Township; a new photography studio opened; he has participated in 58 podcasts with Holt Public Schools Superintendent Dr. David Hornak; the Rotary Club will be holding a fundraiser in February for their scholarship fund; Holt Lions Club celebrated their 50th Anniversary; and the new USA 2 Go gas station opened on the corner of Holt and Aurelius Roads.

Treasurer

Ms. Cosgrove explained that the new Deputy Director would follow the same invoice signing protocol as the Executive Director.

Members

Mr. Ammon stated he would be out of town for the February and March DDA meetings.

Ms. Underhill reminded the Board that the February meeting would be held on Tuesday, February 20, 2018 at 7:00 p.m. in the DDA Conference Room, 2045 Cedar Street, Holt.

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JANUARY 30, 2018**

Limited Comments

None.

ADJOURNMENT

The meeting was adjourned at 7:51 p.m.

Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JANUARY 30, 2018**

The Brownfield Redevelopment Authority met Tuesday, January 30, 2018 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:52 p.m.

MEMBERS PRESENT: Harry Ammon, Kim Cosgrove, Tim Fauser, John Hayhoe, David Leighton, Nanette Miller, Tonia Olson

MEMBERS ABSENT: Brian Houser, Steven L. Marvin

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

Olson moved, Ammon supported, to approve the regular meeting minutes of November 28, 2017.

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Houser, Marvin

MOTION CARRIED

BUSINESS

RESOLUTION NO. 2018-001: AMENDING BROWNFIELD PLAN #4

Olson moved, Miller supported, to adopt Resolution No. 2018-001, a resolution recommending the amendment of Brownfield Plan #4.

Environmental Attorney Chuck Barbieri, Foster, Swift, Collins & Smith, P.C., reviewed the changes made to Brownfield Plan #4 by the developer. The developer will also apply for a grant from the Michigan Department of Environmental Quality for a portion of the project. The Township Board of Trustees will hold a public hearing on February 20, 2018 before the Plan is adopted.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Hayhoe, Leighton, Miller, Olson

Absent: Houser, Marvin

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JANUARY 30, 2018**

Limited Comments

None.

ADJOURNMENT

The meeting was adjourned at 8:06 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

Date: February 13, 2018

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Sale of Park Lane Property

In 2008, the DDA purchased, via foreclosure sale, 2017 Park Lane, a four unit apartment house located directly across the street from Hope Middle School. In that same year, the adjacent vacant parcel went through the foreclosure process and was deeded to the DDA by Ingham County. The DDA's intent at that time was to construct a parking lot to serve the school and nearby businesses. In 2016, Hubbell, Roth & Clark, Inc. provided us an estimate in 2016 of over \$350,000 to construct the parking lot. If the land is owned by the DDA, the Township, or the school district, this potential lot will never generate tax revenue.

Last week, I received an offer to purchase the two lots. The buyer's intent is to build a home on each of the lots. I have attached copies of the proposed floor plans for your information.

I have asked our attorney to draft a resolution for the sale of these two lots and have attached it for your review and approval.

Recommended Motion: I move to adopt Resolution No. 2018-001, a resolution for the sale of property located on Park Lane within the Township of Delhi, Ingham County, Michigan to Doug Byers and Stacy Byers.

Inglenook

The Madison Cottage Home
www.inglenookcottagehomes.com
317.767.9760



The Madison Cottage Home
Designed by Ross Chapin Architects

3 bedroom, 2.5 bath
1,782 sq. ft. excluding a basement

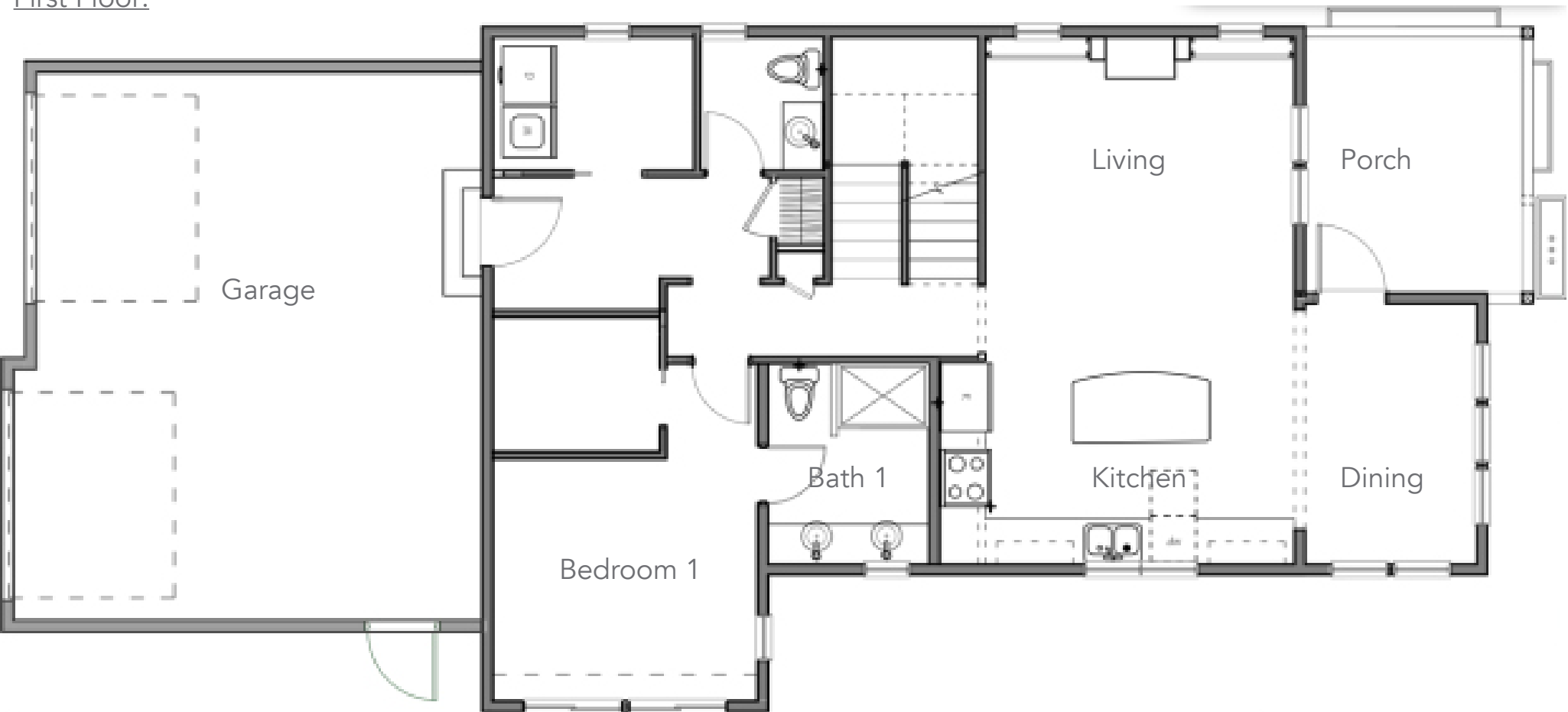
Contact us to schedule a private tour:
(Office) 317.767.9760
(Email) info@landdevelopbuild.com

Current Communities:

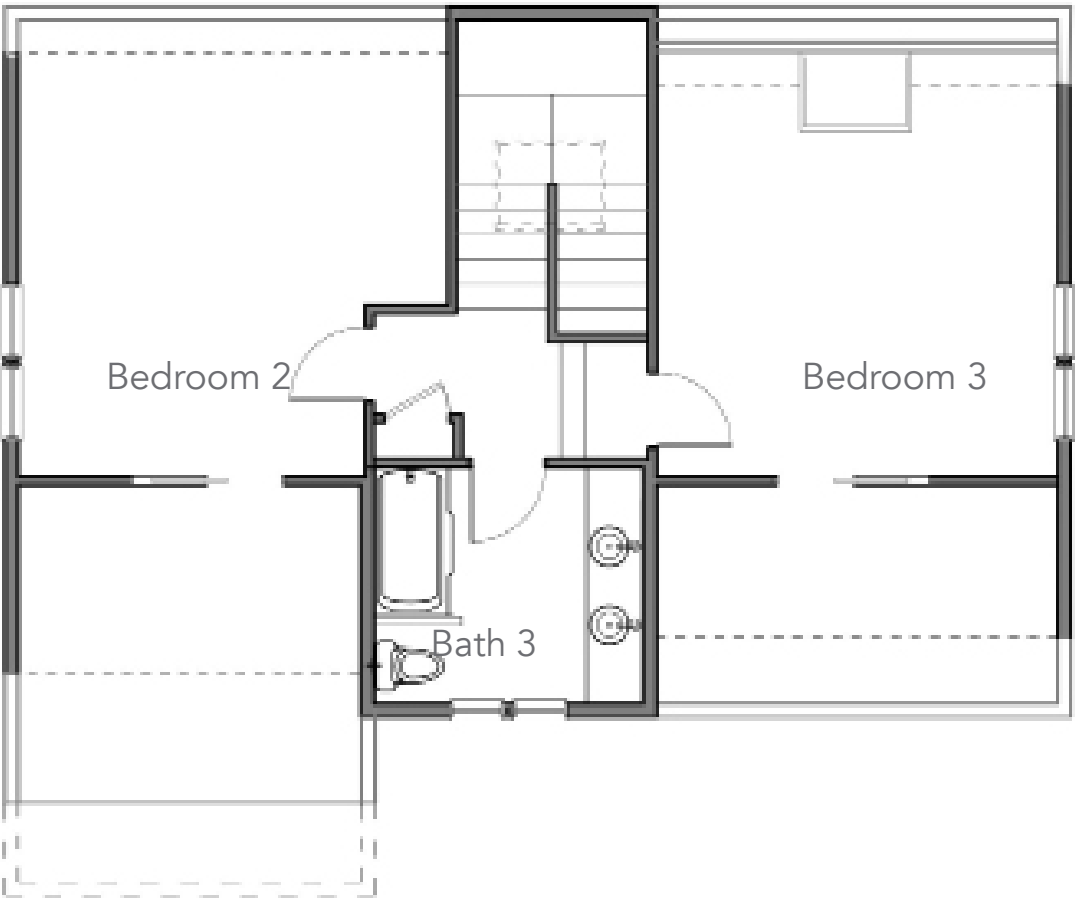
> Inglenook of Zionsville
South of 106th & Zionsville Rd
Zionsville, Indiana 46077
(NOW ACCEPTING RESERVATIONS)

> Inglenook of Carmel
(SOLD OUT)

First Floor:



Second Floor:



First Floor:

Porch	10.0'x12.0'
Living	13.5'x12.5'
Dining	8.0'x11.5'
Kitchen	15.5'x10.0'
Laundry	
Bath 1	Full
Bath 2	Half
Bedroom 1	11.5'x10.5'
Garage	Two-car

Second Floor:

Bedroom 2	13.0'x14.0'
Bedroom 3	13.5'x13.0'
Bath 3	Full

Basement:

Option to finish

Inglenook

The Plumrose Cottage Home
www.inglenookcottagehomes.com
317.767.9760



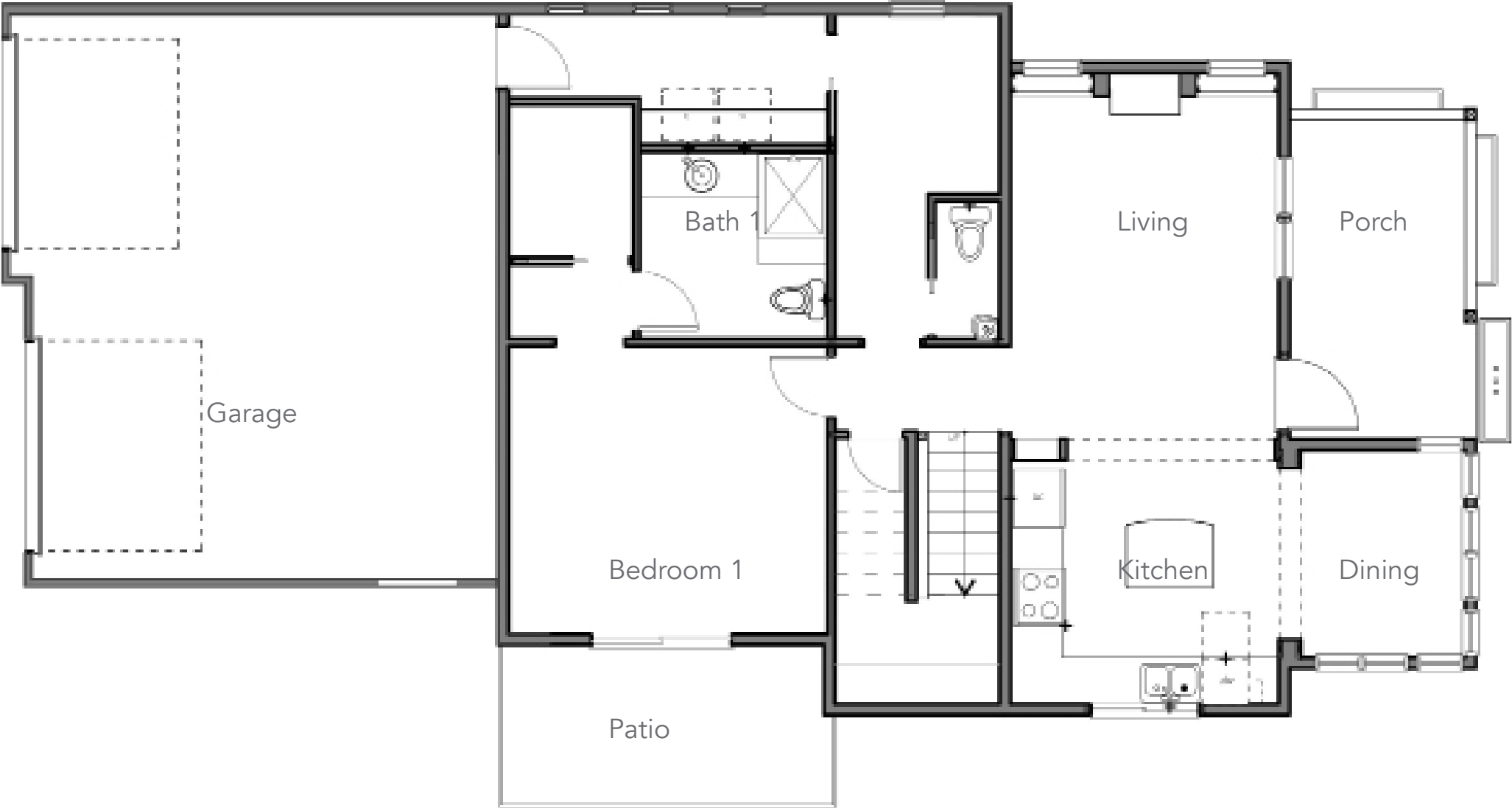
The Plumrose Cottage Home
Designed by Ross Chapin Architects

3-4 bedroom flex, 2.5-3.5 bath flex
1,900 sq. ft. excluding a basement

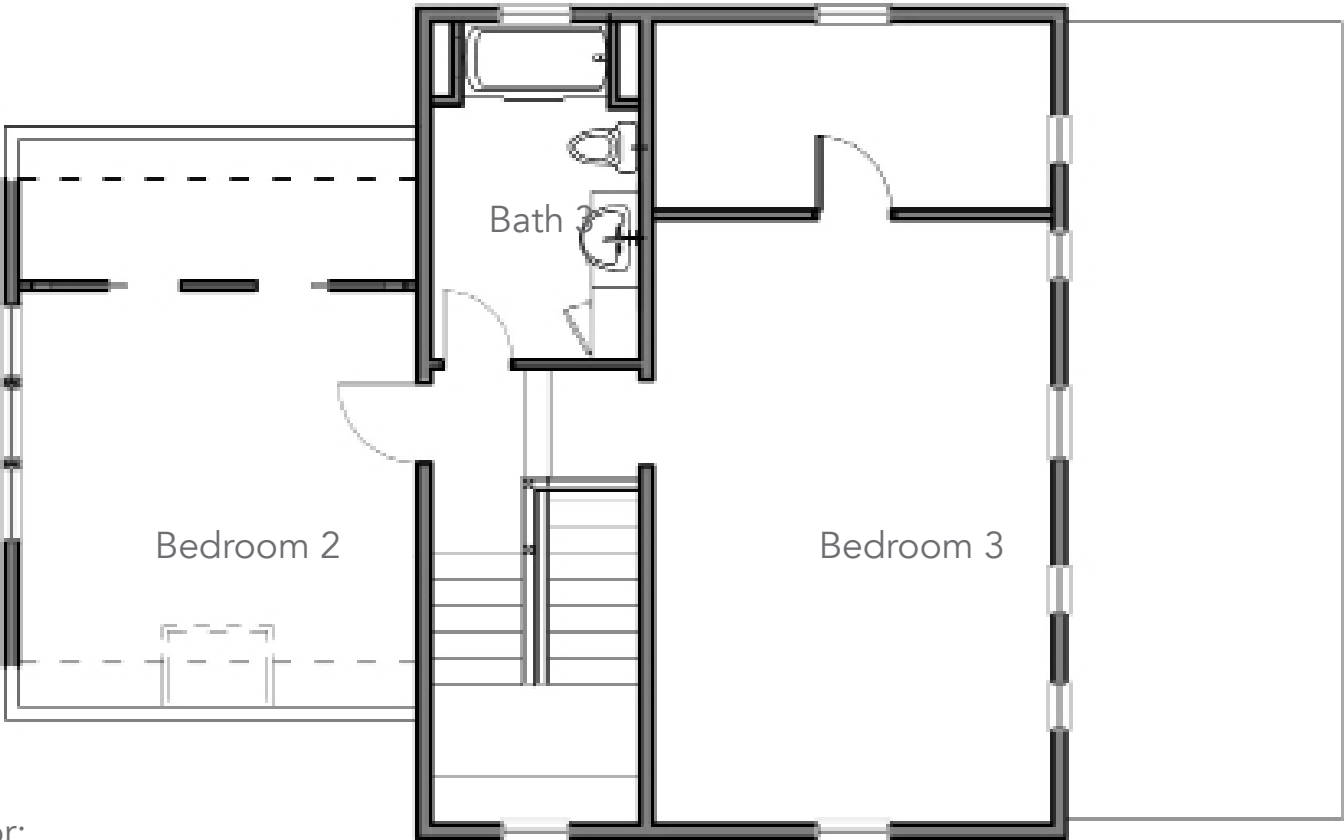
Contact us to schedule a private tour:
(Office) 317.767.9760
(Email) info@landdevelopbuild.com

- Current Communities:**
- > Inglenook of Zionsville
South of 106th & Zionsville Rd
Zionsville, Indiana 46077
(NOW ACCEPTING RESERVATIONS)
 - > Inglenook of Carmel
(SOLD OUT)

First Floor:



Second Floor:



First Floor:

Porch	8.0'x14.0'
Living	13.5'x15.5'
Dining	8.0'x8.75'
Kitchen	13.5'x11.0'
Laundry	
Bath 1	Full
Bath 2	Half
Bedroom 1	13.75'x12.0'
Garage	Two-car

Second Floor:

Bedroom 2	13.5'x13.0'
Bedroom 3	13.5'x20.5'
Bath 3	Full

Basement:

Option to finish

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

RESOLUTION NO. 2018-001

**A RESOLUTION FOR THE SALE OF TWO (2) PARCELS OF REAL PROPERTY
LOCATED ON PARK LANE WITHIN THE TOWNSHIP OF DELHI, INGHAM COUNTY,
MICHIGAN TO DOUG BYERS AND STACY BYERS**

At a regular meeting of the Delhi Charter Township Downtown Development Authority Board of Trustees (the "Board") held at the Township Hall, 2074 Aurelius Road, Holt, Michigan 48842 on the 20th day of February, 2018.

PRESENT:

ABSENT:

The following Preamble and Resolution were offered by _____ and supported by _____.

WHEREAS, the Delhi Charter Township Downtown Development Authority (the "Delhi DDA") owns two (2) parcels of real property located on Park Lane within the Township of Delhi, Ingham County, Michigan (the "Park Lane Property"); and

WHEREAS, the Delhi DDA received an offer from Doug Byers and Stacy Byers, husband and wife ("the Byers"), to purchase the Park Lane Property; and

WHEREAS, the Board has determined the Park Lane Property is no longer necessary for Delhi DDA purposes; and

WHEREAS, the Board has determined that it would be in the best interests of the Delhi DDA to sell the Park Lane Property to the Byers and enter into a Purchase Agreement, a copy of which is attached hereto and made a part hereof as Attachment "1" (the "Purchase Agreement"); and

WHEREAS, the Board desires to authorize and direct C. Howard Haas, the Executive Director of the Delhi DDA to execute the Purchase Agreement and to take any other action necessary to sell the Park Lane Property to the Byers, subject to review and approval by the Delhi DDA's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

2. The Board authorizes and directs C. Howard Haas, the Executive Director of the Delhi DDA, to take any other action necessary to sell the Park Lane Property to the Byers, subject to review and approval by the Delhi DDA's legal counsel.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

AYES:

NAYS:

ABSENT:

This Resolution is declared adopted this ____ day of _____, 2018.

Nanette Miller, Secretary



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 1 of 8

Offer Date: February 8th, 2018Selling Office: Sheridan Realty & Auction Co.Selling Broker # 784Selling Broker License # 6505277904Selling REALTOR®: Stacy ByersLicense # 6501300307Selling REALTOR®'s Email Address: stacy@sheridanland.comSelling REALTOR®'s Phone: 517.410.0833facsimile: 517.676.4440Listing Office: N/AListing Broker # N/A

Listing Broker License # _____

Listing REALTOR®: _____

License # _____

Listing REALTOR®'s Email Address: _____

Listing REALTOR®'s Phone: _____

facsimile: _____

BUYER offers to purchase from SELLER the following:

1. **PROPERTY** situated in the City/Twp. of Holt MI County of Ingham Michigan,
located at: Park Lane, Holt, MI 48842

and legally described as:

**Lot 1 (DP 10) Lot 11 Arlington Park and
Lot 2 (DP 11) Lot 12 Arlington Park**

MLS #(s) N/A Permanent Parcel #(s): 33-25-05-14-382-009; 33-25-05-14-382-008

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, curtains, 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; 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; awnings; basketball hoop; outdoor play equipment; fuel (unless metered) and fuel tanks (unless rented).

EXCEPTIONS OR ADDITIONS:**N/A**2. **PRICE:** The purchase price will be \$ 2,000.00.(Two Thousand Dollars)3. **A. This offer**☒ **is NOT** Contingent upon the Sale or Close of another property☐ **IS** contingent upon the Sale and Close of _____☐ **IS** contingent upon the Close of _____**B. OTHER PROVISIONS:****None**

BUYER'S initials Sub / DB Date 2/8/2018 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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Park Lane, Holt, MI 48842

Holt

Property Address

B. OTHER PROVISIONS CONTINUED:

Property is sold as is.

4. METHOD OF PAYMENT: ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK TRANSFER. The purchase will be completed by the following method:☒ **CASH.** The full purchase price upon delivery of a warranty deed☐ **NEW MORTGAGE.** The full purchase price upon delivery of a warranty deed. This Agreement 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 of this Agreement.☐ 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 Agreement. Sale will be completed upon delivery of a warranty deed.

☐ **LAND CONTRACT** (BUYER and SELLER to sign a Greater Lansing Association of REALTORS® Land Contract current version, or other form specified here : _____). BUYER will pay a \$ _____ down payment and 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 and insurance will be paid by BUYER each month by: _____ add back _____ escrow;**OR**☐ Real estate taxes and insurance will be paid by BUYER.

BUYER will pay the entire balance within _____ years after Closing.

☐ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT.** Provided that mortgage or land contract is assumable by BUYER:☐ Delivery of Warranty deed subject to BUYER'S ☐ Formal ☐ Informal Assumption of existing mortgage**OR**☐ Assignment of SELLER'S interest in land contract.

BUYER to pay the difference of approximately \$ _____ between purchase 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.

5. SELLER CONCESSIONS:☐ SELLER agrees to pay up to _____ % of the purchase price or up to \$ _____ dollars at the closing to be used toward any of the following: BUYER'S closing costs, discount points, home warranty, or any other costs that conform with lender guidelines.☒ No SELLER concessions requested.BUYER'S initials Sub / DS Date 2/8/2018 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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Park Lane, Holt, MI 48842

Holt

Property Address

6. **PRORATED ITEMS:** Rents, association fees, insurance (if assigned) as well as interest on any existing land contract, mortgage, water and sewer bills or other lien assumed or to be paid by the BUYER, will be prorated to the date of Closing.

ADDITIONAL ITEMS:

7. **SPECIAL ASSESSMENTS:** All special assessments for the property that occur on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be

☒ paid by BUYER.☐ paid in full by SELLER at closing;

EXCEPTIONS: _____

8. **PROPERTY 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 first billed in the year of Closing will be prorated using the tax bill amounts less any assessments included in the tax bills so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

9. **A. INSPECTIONS:**

☐ This offer is contingent upon satisfactory inspection(s) of the property, including but not limited to:☐ plumbing ☐ heating ☐ electrical ☐ structural ☐ pest ☐ radon ☐ other _____,

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 Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice of termination within _____ business days after this Agreement is fully executed and earnest money deposit will be refunded in full. At any time within that _____ day period Buyer may request in writing that Seller make certain repairs or that Seller reduce the Purchase Price. Such request for repairs or reduction in purchase price does not terminate the contract, the Seller shall have three (3) days from receipt of such request to agree to make such repairs, reduce the purchase price or reject the addendum.

☒ 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 AGREEMENT, A WRITTEN AMENDMENT TO THIS AGREEMENT OR ANY WRITTEN DISCLOSURE STATEMENT.

If BUYER fails to obtain any inspection(s) or fails to notify SELLER's agent, in writing, within the time frame specified that BUYER is dissatisfied with any inspection(s), and/or research and discovery of information pertinent to the property, this Agreement shall be binding without regard to said inspection(s).

B. WELL AND SEPTIC:

☐ This property requires mandatory Well and Septic Inspections. BUYER and SELLER acknowledge that SELLER is required to perform, and pay for a Point of Sale Mandatory Well and Septic inspections on the above named property.

☒ This property does not require mandatory Well and Septic Inspections.

This Offer: ☐ IS contingent on a satisfactory Well and Septic Inspection 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 Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within _____ business days after this Agreement is fully executed.

☒ IS NOT contingent on a satisfactory Well and Septic Inspection

2/8/2018

BUYER'S initials _____ / _____ Date _____ SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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Park Lane, Holt, MI 48842Holt

Property Address

C. LEAD PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):

BUYER acknowledges that prior to signing this Agreement, BUYER has received the HUD/EPA pamphlet Protect Your Family From Lead in Your Home and has received a copy of the Lead-based Paint SELLERs Disclosure Form completed by the SELLER on _____, the terms of which shall be part of this Agreement.

BUYER also agrees (check one below):

☐ BUYER shall have _____ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-base paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If BUYER is not satisfied with the results of this inspection, upon notice from BUYER to SELLER within this period, this Agreement shall terminate and any deposit shall be refunded to BUYER.

☒ 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.

10. CLOSING COSTS:

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, title company 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 insurance, it will be at the BUYER'S expense).

EXCEPTIONS: _____

B. SELLER shall provide, at SELLER's expense, to the BUYER an owners Title Insurance Policy

- ☒ With standard exceptions
☐ Without standard exceptions
☐ Enhanced/Extended Coverage

in the amount of the sale price; all costs required to convey clear title; title company closing fees if closing in cash, land contract, VA, or seller funded 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: _____

BUYER retains the right to select the provider of mortgage title insurance. If different title agencies are issuing the owners and mortgage title policies SELLER agrees to pay any and all fees to the agency issuing the owners policy except for the actual cost of recording the deed. BUYER agrees to pay any and all fees to title agency issuing the mortgage policy.

11. PROPERTY INSURANCE: SELLER shall be responsible for fire and extended coverage insurance on the property until sale is closed.**12. CLOSING:** Sale will be closed on **OR** before February 19th, 2018 unless amended by written addendum to this Agreement. 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 Agreement if title defects have not been remedied.**13. POSSESSION:** SELLER will give possession as follows:

☒ At closing

☐ SELLER to occupy the property; it will be vacated no 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.

If tenants occupy the property, then:

☐ SELLER will cause the tenants to vacate the property before closing.

☐ BUYER will take the property subject to the rights of the tenants.

SELLER is responsible for removal of all rubbish, personal items, trash/debris, and property shall be broom swept/cleaned.

BUYER'S initials SD / VB Date 2/8/2018 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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14. SELLER'S DISCLOSURE:

☐ BUYER acknowledges that a SELLER's Disclosure Statement has been provided to BUYER.

☐ SELLER shall provide BUYER with a SELLER's Disclosure Statement with SELLER's acceptance of this offer. Pursuant to the SELLER Disclosure Act, MCL 559.951, et seq., BUYER will have 72 hours after delivery of the disclosure statement to terminate this Agreement by delivery of a written notice to SELLER or SELLER's agent.

15. RELEASE: BUYER and SELLER acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and BUYER and SELLER release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters.

16. 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 AGREEMENT, 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.

17. FINAL WALK-THROUGH: Buyer reserves right to walk through property within 48 hours prior to closing to confirm all terms of this Agreement have been met.

18. 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 Agreement form and to determine that the terms of this Agreement have been met.

Documents of transaction to be reviewed by:

Attorney Name: _____ Telephone # _____

Address: _____ Fax # _____

OR

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

19. SQUARE FOOTAGE: Parties agree any square footage stated in the MLS are estimates only and should not be relied upon, but should be verified by the parties.

20. EARNEST MONEY DEPOSIT: BUYER'S DEPOSIT: \$ 1,000.00 showing BUYER'S good faith will be deposited in escrow or trust account of Sheridan Realty & Auction Trust Account (BROKER/TITLECOMPANY) under current regulations of the State of Michigan. 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 Agreement which cannot be met, this deposit is to be refunded.

If BUYER or SELLER defaults, the other party may enforce this Agreement 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 this Agreement signed by all parties. *If no mutual agreement can be negotiated, the person holding the deposit may, 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 Brokers and the person holding the deposit from further liability concerning the deposit.

BUYER'S initials DS SeB / DS DB Date 2/8/2018 SELLER'S initials _____ / _____ Date _____



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21. **LIMITATION:** BUYER and SELLER agree that any and all claims or lawsuits which they may have against the Listing Broker and its Agents and/or Selling Broker and its Agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. BUYER and SELLER waive any statute of limitations to the contrary.
22. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Agreement shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Home seller's/Homebuyer's 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.
23. **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.
24. **ASSIGNMENT:** BUYER will not assign this Agreement without the consent of SELLER.
25. **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 OF THE SELLER☐ BUYER'S AGENT ☐ DUAL AGENT (with written, informed consent of both BUYER and SELLER)☒ OTHER: Agent is the buyer

26. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the SELLER in care of the Listing REALTOR® and the BUYER in care of the Selling REALTOR® using electronic mail or facsimile using the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. SELLER represents and warrants that an electronic email address has been provided to Listing REALTOR® from which SELLER may receive electronic mail. BUYER represents and warrants that an electronic email address has been provided to Selling REALTOR® from which BUYER may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
27. **ENTIRE AGREEMENT:** This written Agreement and any written addenda to it contain the entire agreement of the parties with respect to the sale of the property and supersede all negotiations, understandings or offers. No oral representations or statements will be binding, and this Agreement may be modified or amended only in writing and signed by the BUYER and SELLER. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

28. A. BUYER'S SIGNATURE:

BUYER (Signature)

Stacy Byers

Print Name

DocuSigned by: DATE: 2/8/2018

BUYER (Signature)

Doug Byers

Print Name

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.Received from above named BUYER earnest money deposit in the amount of \$ 1,000.00in the form of ☒ Personal Check # _____ ☐ Other _____Received By Sheridan Realty & Auction Co.,
(REALTOR®)BUYER'S Address: 740 South Cedar Street, Mason, MI 48854BUYER'S initials Sub / DB Date 2/8/2018 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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B. SELLER'S ACKNOWLEDGEMENT: SELLER'S SIGNATURE ACKNOWLEDGES RECEIPT OF PAGES 1 THROUGH 8

DATE: _____

SELLER (Signature)

SELLER (Signature)

Print Name

Print Name

29. SELLER'S RESPONSE: The offer is

- ☐ ACCEPTED AS WRITTEN
☐ REJECTED
☐ AMENDED AS FOLLOWS:

30. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

31. MULTIPLE OFFERS: BUYER'S ACCEPTANCE OF ANY COUNTER OFFER MADE BY SELLER WILL BE BINDING ON THE SELLER ONLY WHEN AND IF THE SELLER SIGNS BELOW ACCEPTING AND ACKNOWLEDGING RECEIPT BY SELLER OF THE BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER. *IF SELLER RECEIVES MULTIPLE OFFERS OR MULTIPLE ACCEPTANCES OF COUNTER OFFERS PRIOR TO THE WRITTEN ACCEPTANCE AND ACKNOWLEDGEMENT BY SELLER OF AN ACCEPTED COUNTER OFFER, SELLER WILL BE ENTITLED TO CHOOSE CONCLUSIVELY THE TRANSACTION BY WHICH SELLER WILL BE BOUND.*

32. SELLER LIABILITY: SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT WILL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

33. SELLER'S SIGNATURE:DATE: _____, _____ ☐ a.m. ☐ p.m.

SELLER (Signature)

SELLER (Signature)

Print Name

Print Name

BUYER'S initials _____ / _____ Date _____ SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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Park Lane, Holt, MI 48842**Holt**

Property Address

SELLER'S Address: _____

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: _____ REALTOR'S® TELEPHONE: _____

SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.**34. BUYER'S RECEIPT/RESPONSE:**

If accepted by SELLER as written

☐ Receipt is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

☐ Accepts SELLER'S counter offer. All other terms and conditions remain unchanged. BUYER acknowledges there will be a binding agreement between parties only when the SELLER signs paragraph 35 below.☐ REJECTS.DATE: _____, _____ ☐ a.m. ☐ p.m.

_____ X _____

BUYER (Signature) BUYER (Signature)

BUYER'S Address: **740 South Cedar Street, Mason, MI 48854**

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: **Stacy Byers** REALTOR'S® TELEPHONE: **517.410.0833****35. SELLER'S RECEIPT:** SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.DATE: _____, _____ ☐ a.m. ☐ p.m.

_____ X _____

SELLER (Signature) SELLER (Signature)

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. ©Copyright Greater Lansing Association of REALTORS® (Rev. 3/89, 1/90, 11/90, 1/93, 2/94, 2/95, 2/96, 7/97, 10/97, 2/99, 5/00, 9/01, 2/03, 9/05, 11/06, 9/11, 10/12, 7/13, 1/14, 8/14, 10/15, 12/16)

BUYER'S initials _____ / _____ Date _____ SELLER'S initials _____ / _____ Date _____



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

Date: February 14, 2018

To: DDA Board Members

From: C. Howard Haas, Executive Director

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

Re: 4410 Holt Road Electrical Proposal

At our last meeting, we approved the interior rehabilitation of 4410 Holt Road. Since then, the contractor has completed much of the demolition work and the electrician had a clearer view of what was behind the walls. We have since received the bid covering the electrical work and I have attached it for your review. Please bear in mind that this bid details a complete overhaul of the lighting in the building so it will be suitable for office and meeting room use. The vaulted ceilings posed a challenge in each of the meeting rooms.

Due to the nature of rehabilitating an existing structure and anticipating some "unknowns," I recommend including a 5% contingency on the proposal.

To date, our expenditures/commitments on this project are as follows:

Environmental Study	\$ 2,100
Purchase	\$ 80,000 (50% paid by Township)
Preliminary Design	\$ 3,000
Tree removal	\$ 3,400
Parking Lot	\$ 44,130
Outdoor Lighting	\$ 5,258
Architectural drawing	\$ 565
Building Rehab	\$193,390
Electrical	<u>\$ 41,417</u>
Sub Total	\$373,260
Less Twp share	<u>(40,000)</u>
TOTAL	\$333,260

I therefore offer the following motion:

RECOMMENDED MOTION:

I move to approve the proposal from Holden Electric, Inc. for the electrical work for 4410 Holt Road in the amount of \$39,445.00, plus a 5% contingency of \$1,972.25.

HOLDEN ELECTRIC, INC

4291 VETERANS DR,
HOLT MI 48842

Estimate

Date	Estimate #
2/13/2018	362

Name / Address
DELHI TOWNSHIP DDA 4410 HOLT RD. HOLT, MI. 48842

			Project
Description	Qty	Cost	Total
PERMIT (NO FEE)	1	0.00	0.00
FURNISH AND INSTALL ALL FIXTURES PER LIGHTING SCHEDULE (ATTACHED)	1	0.00	0.00
FURNISH AND INSTALL NEW 200 AMP OVERHEAD ELECTRICAL SERVICE	1	0.00	0.00
FURNISH AND INSTALL AEN110 BATH FAN (1.3 SONES)	2	0.00	0.00
FURNISH AND INSTALL GFCI RECPT. AS REQUIRED BY CODE	12	0.00	0.00
WIRE NEW BASEMENT PORCELAIN IN BASEMENT AREA	10	0.00	0.00
FURNISH AND INSTALL NEW LED OUTSIDE LIGHT AT ENTRANCE	4	0.00	0.00
FURNISH AND INSTALL 20 AMP RECPT.	48	0.00	0.00
FURNISH AND INSTALL WIRING FOR SWITCHES AS REQUIRED FOR REMOTE OPERATION	10	0.00	0.00
FURNISH LIGHTING CONTROL PANEL FOR OUTSIDE LIGHTING CONTROL	1	0.00	0.00
FURNISH WIRING FOR EXIT, EMERGENCY AND REMOTE EXIT HEAD	16	0.00	0.00
ADD LIGHT TO EAST ENTERANCE DOOR	1	0.00	0.00
ADD ETHERNET WIRING TO OWNER SWITCHING BAR (HOOKUP BY DELHI I T PERSONNEL)	9	0.00	0.00
WIRING TO WIFI LOCATION (EQUIPMENT BY OTHERS AND HOOKUP)	1	0.00	0.00
REMOVE EXISTING WIRING NOT NEEDED	1	0.00	0.00
MEETING ROOM LED FIXTURES ARE TO BE CABLE HUNG TO BE AT BEAM HEIGHTS	32	0.00	0.00
WIRE AND INSTALL BASEMENT PLUG W/ GFI	2	0.00	0.00
WIRE AND INSTALL WIRELESS INTERFACE IN MEETING ROOM #3	2	0.00	0.00
FURNISH REMOTE TOOL TO DELHI D D A	1	0.00	0.00
		Total	

Customer Signature

HOLDEN ELECTRIC, INC

4291 VETERANS DR,
HOLT MI 48842

Estimate

Date	Estimate #
2/13/2018	362

Name / Address
DELHI TOWNSHIP DDA 4410 HOLT RD. HOLT, MI. 48842

			Project
Description	Qty	Cost	Total
FURNISH NEW LIGHT FOR WEST END SIDEWALK LED	1	0.00	0.00
WIRING FOR RETRACTABLE SCREEN	3	0.00	0.00
TOTAL BID	1	39,445.00	39,445.00
		Total	\$39,445.00

Customer Signature _____



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

Date: February 14, 2018

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Amendment to Transfer/Development Agreement – Esker Square

As part of the Esker Square development and the Realize Cedar project, a 600 foot section of 10-inch sanitary sewer located on the Northeast side of Cedar Street between Veterans Drive and Bond Avenue was identified for replacement. As this replacement was at the request of the Township, the developer will be reimbursed for the costs of construction. While the Agreement is between the DDA and 2000 Cedar, LLC, the Delhi Township Sewer Fund will provide the fund for reimbursement to the developer. I have attached a letter from Township Manager John Elsinga detailing this arrangement. Hubbell, Roth & Clark, Inc. will work with the developer to ensure the sewer is designed and built to Township standards. Upon completion, the sewer will be accepted into the Township sewer system for future operation and maintenance.

I therefore offer the following motion:

RECOMMENDED MOTION:

I move to approve the First Amendment to Transfer/Development Agreement between Delhi Township Downtown Development Authority and 2000 Cedar, LLC.

DELHI CHARTER TOWNSHIP

M E M O R A N D U M

TO: Howard Haas, Executive DDA Director

FROM: John B. Elsinga, Township Manager

DATE: February 14, 2018

RE: Sanitary Sewer Fund Reimbursing the DDA for all Sanitary Sewer Improvements within the Realize Cedar Street Project

At the February 6, 2018 Board meeting the Township Board approved proposals for preliminary engineering services from Hubbell, Roth & Clark, Inc. for both Collection System Improvements and POTW Improvement Projects for an estimated total of \$370,900 as they relate to the Township's Asset Management Plan.

The Board then specifically discussed the collection system projects included within the Realize Cedar Street Project which are currently being paid for by the DDA. I advised the Board that all costs incurred by the DDA for sanitary sewer improvements should be paid for by the Sewer Fund as they would be owned and operated by that utility.

The Township Board agreed and, therefore, the DDA will be reimbursed for all costs associated with any sanitary sewer improvements within the Realize Cedar Street Project.

FIRST AMENDMENT TO TRANSFER/DEVELOPMENT AGREEMENT

This First Amendment to Transfer/Development Agreement (hereinafter referred to as the “First Amendment”) is made this ____ day of February, 2018, by and between Delhi Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the “DDA”) and 2000 Cedar, LLC, a Michigan limited liability company, whose address is 329 South Washington Square, Suite 1, Lansing, Michigan 48933 (the “Developer”). With their respective signatures, the parties to this First Amendment voluntarily bind themselves to the covenants contained herein, which covenants establish the mutual consideration for this First Amendment.

WHEREAS, the DDA and the Developer entered into a Transfer/Development Agreement (hereinafter referred to as the “Agreement”) dated August 30, 2017; and

WHEREAS, the DDA and the Developer desire to amend the Agreement upon the terms and conditions contained in this First Amendment; and

WHEREAS, the consideration contained in the Agreement forms the basis for this First Amendment; and

WHEREAS, except as amended by this First Amendment, the remaining terms and conditions of the Agreement shall remain in full force and effect:

1. Purpose. The purpose of this First Amendment is to provide design and construction services to replace the existing ten (10) inch sanitary sewer located on the Northeast side of Cedar Street, within the easement along the rear lots of the Developer’s Esker Square Project (the “Sanitary Sewer Replacement” or “SSR”). The parties agree that the scope of work for the SSR will be limited to the connection to the new sanitary sewer manhole on Veterans Drive and heading Northwest approximately six hundred (600) feet to the new sanitary sewer structure on Bond Avenue. The new sanitary sewer main will replace the existing sanitary sewer main in that location.

2. Services. The services to be provided by the Developer will include the design and construction of all related sanitary sewer piping, fittings, required connections to the new and existing sanitary sewer, new manhole structures, and any lead material necessary to provide sanitary sewer service to the lots adjacent to the new sanitary sewer main. The SSR shall be designed and constructed in full compliance with all Delhi Charter Township standards and requirements.

3. Costs. The Developer shall pay the initial cost of the SSR and not permit liens of any kind to be placed upon the SSR. The Developer will provide the “as bid” costs of the SSR to the DDA’s engineer, Hubbell, Roth & Clark, Inc. (“HRC”). Upon receipt of the proposed costs of the SSR, HRC will review these costs with the DDA. Upon recommendation and approval of these costs, the DDA will provide notice, in writing, to the Developer to proceed with construction.

4. Reimbursement. The DDA agrees to reimburse the Developer for the cost of the SSR, plus an additional fee of fifteen percent (15%) to reimburse the costs of engineering design and general conditions associated with the SSR. The parties agree that the costs of any leads shall be prorated so that the DDA pays the costs of the leads located within the easement area and the Developer pays for the costs of the leads located on the Developer's property.

5. Reimbursement Payment. Upon commencement of construction of the SSR, the Developer may submit reimbursement requests, on a monthly basis, for work that has been completed. All invoices must be submitted timely and in accordance with the DDA's schedule. Upon review and verification that the work has been completed and receipt of sworn statements and waivers of lien, the DDA shall reimburse the Developer for the work performed, including the additional fifteen percent (15%) fee described above.

6. Completion and Final Inspections. Upon completion of the SSR and all required inspections and testing, the DDA shall make final payment to the Developer for the work. At the time of final payment, the Developer shall provide a deed of grant and any other documents necessary to transfer ownership of the sanitary sewer line and other personal property related to the SSR to Delhi Charter Township. The sanitary sewer will then be placed into operation and be owned and operated by Delhi Charter Township.

7. Miscellaneous.

(a) Except as specifically modified by this First Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed by this First Amendment.

(b) This First Amendment shall be construed, interpreted, and enforced under the laws of the State of Michigan.

(c) This First Amendment shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

(d) All capitalized terms not defined in this First Amendment shall have the same meaning as in the Agreement.

(e) In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

(f) This First Amendment may be executed in separate counterparts, including electronic and facsimile copies, each of which shall be deemed an original, all of which counterparts shall constitute one in the same First Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESSES TO DDA

WITNESSES TO DEVELOPER

DDA:

**Delhi Township Downtown Development
Authority, a Michigan downtown
development authority**

By: _____
C. Howard Haas
Its: Executive Director

DEVELOPER:

**2000 Cedar, LLC, a Michigan limited
liability company**

By: The Gillespie Company, LLC,
a Michigan limited liability company
Its: Manager

By: Scott P. Gillespie Trust u/a/d 9/09/04
Its: Member

By: _____
Scott P. Gillespie
Its: Trustee

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