

**DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

**Meeting Location – Community Services Center**

**2074 Aurelius Road, Holt, MI**

**Tuesday, June 27, 2017**

**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 May 30, 2017**

**Business**

1. Reimburse Costs of Improvement at 4495 Holt Road
2. Adopt Resolution No. 2017-003: Purchase of Property at 2064 Cedar Street
- 3.

**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 MAY 30, 2017**

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The Downtown Development Authority met Tuesday, May 30, 2017 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Vice Chairperson Fauser called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

**MEMBERS PRESENT:** Harry Ammon, Tim Fauser, John Hayhoe, Brian Houser, Steven L. Marvin, Nanette Miller

**MEMBERS ABSENT:** Kim Cosgrove, David Leighton, Tonia Olson

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

**PUBLIC COMMENT:** Deputy James Rowley, Ingham County Sheriff's Office – Delhi Division, spoke briefly about the vandalism and petty theft occurring in the Township's business community.

**SET/ADJUST AGENDA**

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There were no adjustments to the agenda.

**APPROVAL OF MINUTES**

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**Miller moved, Ammon supported, to approve the regular meeting minutes of January 31, 2017.**

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Cosgrove, Leighton, Olson

**MOTION CARRIED**

**BUSINESS**

**TAX SHARING AGREEMENT WITH CAPITAL AREA TRANSPORTATION AUTHORITY**

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Executive Director C. Howard Haas offered background on the need to amend our current tax sharing agreements with local taxing jurisdictions. To implement the Realize Cedar plan, additional funds were needed beyond the 2024 expiration date of our current agreements. Ingham County and Delhi Township signed new agreements quickly. Capital Area Transportation Authority (CATA), Lansing Community College (LCC), and Capital Area District Library (CADL) were reluctant to renegotiate. Byrum Fisk, a local communications firm, was hired to help facilitate the approval of new agreements. CATA and LCC have approved the new agreements. CADL has not yet, but we are still hopeful an agreement may be reached. The new agreements supercede those in place through 2004 and provide the DDA with a 40% capture rate through the end of 2035. CATA and LCC will receive 60% of the funds captured within the DDA District.

**Houser moved, Ammon supported, to approve the Tax Sharing Agreement between the Delhi Charter Township Downtown Development Authority and Capital Area Transportation Authority.**

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON MAY 30, 2017**

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A Roll Call Vote was recorded as:

Ayes: Ammon, Fauser, Hayhoe, Houser, Marvin, Miller

Absent: Cosgrove, Leighton, Olson

**MOTION CARRIED**

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**TAX SHARING AGREEMENT WITH LANSING COMMUNITY COLLEGE**

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**Hayhoe moved, Miller supported, to approve the Tax Sharing Agreement between the Delhi Charter Township Downtown Development Authority and Lansing Community College.**

A Roll Call Vote was recorded as:

Ayes: Ammon, Fauser, Hayhoe, Houser, Marvin, Miller

Absent: Cosgrove, Leighton, Olson

**MOTION CARRIED**

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**ADOPT RESOLUTION NO. 2017-002: NEW BOND ISSUANCE**

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Andy Campbell, H.J. Umbaugh & Associates, reviewed the process followed to determine how much the DDA could borrow and the timing of the Realize Cedar project. Fifth Third Bank will serve as underwriter for the bonds. The principal payments will be delayed until 2025, with interest payments beginning right away. The amount of the bonds was determined using the new Tax Sharing Agreements signed with Ingham County, Delhi Township, CATA, and LCC. If CADL signs a new agreement, there will be a little extra money available.

Fredric Heidemann, Thrun Law Firm, P.C. explained that the Township will actually issue the bonds, due to their superior credit rating. The DDA will provide the principal and interest payments, as they have in prior borrowing situations. This arrangement yields better interest rates on the bonds.

**Hayhoe moved, Houser supported, to adopt Resolution No. 2017-002, a resolution to issue new bonds in a principal amount not to exceed \$6.75 million.**

A Roll Call Vote was recorded as:

Ayes: Ammon, Fauser, Hayhoe, Houser, Marvin, Miller

Absent: Cosgrove, Leighton, Olson

**MOTION CARRIED**

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**DEMOLITION OF 2361 CEDAR – MCS EXCAVATING LLC**

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Mr. Haas explained that the DDA purchased 2361 Cedar last fall with the intent of demolishing it as it serves as a blight to neighboring businesses. All tenants were given time to relocate. Hungry Howie's had planned to move at the end of their lease anyway and found space across the street. The Michigan Auction house moved to Lansing and the Just a Few motorcycle/VFW club moved to Pottersville. Environmental studies determined that contamination was present on site. Remediation costs are unknown at this time. MCS Excavating LLC submitted the only bid for the job.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON MAY 30, 2017**

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**Ammon moved, Hayhoe supported, to approve the bid from MCS Excavating LLC for demolition of the structures at 2361 Cedar Street in the amount of \$59,200.00 and authorize the Executive Director to execute the same.**

A Roll Call Vote was recorded as:

Ayes: Ammon, Fauser, Hayhoe, Houser, Marvin, Miller

Absent: Cosgrove, Leighton, Olson

**MOTION CARRIED**

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**HUBBELL, ROTH & CLARK, INC. PROPOSAL: CEDAR LAKE TRAILHEAD PARK**

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Mr. Haas reviewed the history of this project. DLZ was hired to design the proposed park. Hubbell, Roth & Clark, Inc. (HRC) reviewed the designs and determined that significant cost savings could be realized. At the request of the DDA, HRC submitted the proposal for consideration.

**Hayhoe moved, Miller supported, to approve the Proposal for Professional Services Value Engineering and Concept Review for Cedar Lake Trailhead Park from Hubbell, Roth & Clark, Inc. in the amount of \$5,500.**

A Roll Call Vote was recorded as:

Ayes: Ammon, Fauser, Hayhoe, Houser, Marvin, Miller

Absent: Cosgrove, Leighton, Olson

**MOTION CARRIED**

**REPORTS**

**Executive Director**

Mr. Haas reported that after reviewing the estimates from a construction company to rehabilitate 4410 Holt Road (Tamarack House), the DDA and the Township will do the work in-house instead. Randy Mastin, Delhi Township Building Inspector, will oversee the interior work and the DDA will oversee the exterior work. Ayles Tree Service, Inc. will begin trimming and removing trees on the site in late June.

Meetings were held to prioritize projects using bond proceeds for funding. Mr. Haas and Tracy L.C. Miller, Director of Community Development, met with the Lansing State Journal to discuss the Realize Cedar project.

Willoughby Estates (Brownfield Plan #6) construction is well under way. Some units may be available for occupancy in late 2017.

A development agreement is being drafted for the DDA owned block on Cedar Street.

Users and/or developers are still being sought for the 37 acres at Holt Road and Holloway Drive in addition to the property on the corner of Cedar and Hancock.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON MAY 30, 2017**

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**Holt Farmers Market**

Lori Underhill reported that the Market saw significant increases in token purchases and EBT spending from last year. The Market will host a Food Frenzy on Wednesday, June 21 from 5:00 – 8:00 p.m. with many of their ready-to-eat food vendors. Board members are encouraged to attend.

**Advertising & Marketing Committee**

Ms. Underhill reported that social media interactions are on the rise with the new HoltNow Facebook page. It is the goal that advertising revenue will eventually cover the costs of producing the Our Town, RAM Quarterly, Community Education, and delHi Neighbor publications.

**Planning Commission**

In the absence of Ms. Olson, there was no report.

**Supervisor**

John Hayhoe reported that the Prestwick Village construction is nearing completion. 35 new houses will be built in Aspen Lakes. Construction began on the new section of the Ram Trail (Big 10 Party Store to Jaycee Park). Kazumi Japanese Steakhouse is coming to 2457 Cedar Street (former Famous Dave's location). The new restroom pavilion is under construction at Kiwanis Park. The Memorial Day Parade and Ceremony were well attended. The Holt Hometown Festival is August 19<sup>th</sup> and will feature a Car Show, parade, and many other activities. Spartan Barricade and Holt Products have relocated to Mason. Construction continues at the Pratt & Whitney facility on Holloway Drive. Approximately 250 new employees will be hired at that location. The new USA 2 GO is open at Bishop and M-99.

**Treasurer**

There was no report.

**Members**

None.

**Limited Comments**

None.

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON MAY 30, 2017**

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**ADJOURNMENT**

The meeting was adjourned at 7:39 p.m.

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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

June 15, 2017

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Reimburse Costs of Improvement at 4495 Holt Road

At our last Brownfield meeting, Brownfield Plan #7 was approved for 4495 Holt Road. For past Brownfield Plans, the Downtown Development Authority and the Brownfield Redevelopment Authority have entered into agreements to reimburse the costs of the improvements. To that end, I have asked Township Attorney Chuck Barbieri to prepare the following Agreement. As this agreement is between the DDA and BRA, we will also be acting on this at the Brownfield meeting later this evening.

**Recommended Motion: I move to approve the Delhi Charter Township Downtown Development Authority and Delhi Charter Township Brownfield Redevelopment Authority Agreement to Improve Land and Reimburse Costs of Improvement at 4495 Holt Road.**

**DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY AND**  
**DELHI CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY**  
**AGREEMENT TO IMPROVE LAND AND REIMBURSE COSTS OF IMPROVEMENT**  
**AT 4495 HOLT ROAD**

This Agreement to Improve Land and Reimburse Costs of Improvement at 4495 Holt Road in Delhi Township is entered into this 27<sup>th</sup> day of June, 2017, between the Delhi Charter Township Downtown Development Authority ("DDA") and the Delhi Charter Township Brownfield Redevelopment Authority ("Brownfield Authority").

WHEREAS, certain land at 4495 Holt Road ("Subject Property") has been in need of improvement, and in particular an investigation and/or response to environmental contamination at the Subject Property, including additional environmental response and due care activities, as provided for by 1996 PA 381, as amended; and

WHEREAS, the DDA and Brownfield Authority have previously entered into other agreements to improve other property in the Township and to reimburse the Brownfield Authority for its costs in respect thereto; and

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to MCL 125.1657, the DDA hereby contracts with the Brownfield Authority to improve the Subject Property by undertaking, contracting for or authorizing the necessary work to respond to the environmental contamination thereon, as provided for by 1996 PA 381, as amended.
2. In consideration for the Brownfield Authority undertaking, contracting for or authorizing such improvement of the Subject Property, the DDA agrees to annually pay the Brownfield Authority all tax incremental revenues that the DDA receives (except for those amounts if any that are provided to certain local taxing jurisdictions pursuant to separate agreements with the DDA) from the Subject Property, as long as those tax incremental revenues



are authorized for recapture by 1996 PA 381, as amended, and as long as they are consistent with Brownfield Plan No. 7 and any future amendment, applicable to the Subject Property. The DDA shall make such annual payments to the Brownfield Authority within thirty (30) days after receiving such tax incremental revenues attributable to the Subject Property.

3. For five years after tax incremental revenues are needed and paid to reimburse the designated Petitioner for expenses of eligible activities as called for in Brownfield Plan No. 7 and any future amendment to that Plan, the annual payments that the DDA shall make to the Brownfield Authority may be deposited by the Brownfield Authority in its Local Brownfield Revolving Fund for uses and activities permitted by 1996 PA 381, as amended, except the Brownfield Authority retains the discretion to forego or waive some, all or any portion of the payments, in which case the DDA shall retain such tax incremental revenues.

4. After the five year period provided in paragraph 3, the DDA shall be entitled to retain any and all tax incremental revenues that it receives with respect to the Subject Property, and shall have no further obligation to provide any part of those tax incremental revenues to the Brownfield Authority.

5. This Agreement does not affect those tax incremental revenues that the Brownfield Authority can receive which are not subject to capture by the DDA.

WHEREFORE, the respective parties have approved and executed this Agreement with the consent or approval of the respective boards as of the date first listed above.

DELHI CHARTER TOWNSHIP DOWNTOWN  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
David Leighton  
Its: Chair

By: \_\_\_\_\_  
Nanette Miller  
Its: Secretary

DELHI CHARTER TOWNSHIP BROWNFIELD  
REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
David Leighton  
Its: Chair

By: \_\_\_\_\_  
Nanette Miller  
Its: Secretary



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

June 15, 2017

To: Delhi Township DDA Board of Directors

From: C. Howard Haas, Executive Director

Re: Purchase of Property Located at 2064 Cedar Street

Earlier this month, I polled the Board of Directors with regard to an offer to purchase property located at 2064 Cedar Street in the amount of \$140,000. The owner accepted our offer and we have ordered a title search on the property. I have contracted with TriTerra to conduct a Phase I Environmental Assessment on the property. Our offer is contingent upon the results of the Phase I study.

The property represents the final Special Use Permit for the selling of used cars within the proposed Realize Cedar area. The Township will use and maintain the building for inside storage until such time the property is needed for redevelopment.

I therefore offer the following recommended motion:

**I move to adopt Resolution No. 2017-003, a resolution for the purchase of one (1) parcel of real property located at 2064 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan, in the amount of \$140,000.00. I further move to authorize Executive Director Haas to execute the closing documents for the same.**

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY  
RESOLUTION NO. 2017-003**

**A RESOLUTION FOR THE PURCHASE OF ONE (1) PARCEL OF REAL  
PROPERTY LOCATED AT 2064 CEDAR STREET WITHIN THE CHARTER  
TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN**

At a regular meeting of the Delhi Charter Township Downtown Development Authority Board of Trustees (the "Board") held at the Community Services Center Board Room, 2074 Aurelius Road, Holt, Michigan, 48842 on the 27<sup>th</sup> day of June, 2017.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

**WHEREAS**, the Board has investigated the purchase of one (1) parcel of real property for future economic development, which property is located at 2064 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan (the "Property"). The Property is described by parcel number: 33-25-05-14-303-029 and legally described as: (DP 2665) LOT 12 SUPERVISOR'S PLAT NO 6 OF DELHI (the "Property").

**WHEREAS**, the Board has determined that it is in the best interests of the Delhi DDA to purchase the Property, subject to Board approval, acceptable environmental studies, and acceptable review of the Property title work; and

**WHEREAS**, the Board authorizes and directs C. Howard Haas, the Delhi DDA Executive Director, or his designee, to execute a contract for purchase of the Property, and to take any other action to purchase the Property upon the terms and conditions contained in the Buy & Sell Contract or similar purchase agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board has determined that it is in the best interests of the Delhi DDA to purchase the Property, subject to acceptable environmental studies and acceptable review of the Property title work, and upon the terms and conditions contained in the Buy & Sell Contract or similar purchase agreement.

2. The Board authorizes and directs C. Howard Haas, the Delhi DDA Executive Director, or his designee, to make any revisions to the Buy & Sell Contract or similar purchase agreement not inconsistent with this resolution and to take any other

action to purchase the Property upon the terms and conditions contained in the Buy & Sell Contract.

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

AYES:

NAYS:

ABSENT:

This Resolution is declared adopted this 27<sup>th</sup> day of June, 2017.

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Nanette Miller, Secretary

The undersigned duly qualified and acting Secretary of the Board of the Delhi Charter Township Downtown Development Authority, Charter Township of Delhi, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held June 27, 2017, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

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Nanette Miller, Secretary



# GREATER LANSING ASSOCIATION OF REALTORS®

## UNIFORM BUY & SELL CONTRACT - PART 1



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Date 6/13/17  
SELLING OFFICE Real Estate One 1st  
(Member of Greater Lansing Association of REALTORS®)

517-694-1121  
TELEPHONE

517-694-4000  
FAX

Broker #

LISTING OFFICE  
(Member of Greater Lansing Association of REALTORS®)

TELEPHONE

FAX

Broker #

BUYER Delhi Charter Township DDA 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:  
PROPERTY situated in the City/Twp of Delhi County of Ingham Michigan,  
located at: 2064 Cedar St, Holt MI 48842

and legally described as: Lot 12 Supervisor Plat No. 6 Delhi

MLS #(s) \_\_\_\_\_ Permanent Parcel #(s): 33-25-05-14-303-029

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

- 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:
- PRICE: THE SALE PRICE WILL BE One Hundred Forty Thousand DOLLARS  
(\$ 140,000)
- 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.

Seller's initials X.A.R. Date 6-13-17 Buyer's initials C.B.K. Date 6/13/17 (# 115a)





# GREATER LANSING ASSOCIATION OF REALTORS®

## UNIFORM BUY & SELL CONTRACT

2064 Cedar St, 46114 MI  
Property Address/Description



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☐ 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: Buyer & Seller to split Green Drain # 4 Assessment Approx \$ 3200-

**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: Buyer to pay Closing Fee to Title Company

**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: Delhi Charter Township Attorney 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 Aug 15, 2017 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.

Seller's initials [Signature] Date 6-13-17 Buyer's initials [Signature] Date 6/13/17 (# 115b)

This contract is for use by Raymond Kruch. Use by any other party is illegal and voids the contract.

Instant Forms





# GREATER LANSING ASSOCIATION OF REALTORS®

## UNIFORM BUY & SELL CONTRACT

2064 Cedar St, Holt MI

Property Address/Description



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1. **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 0 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 See 20 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                      at BUYER'S expense, by a licensed contractor(s) ☐ well ☐ septic system ☐ survey ☐ other                      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:** \$ 2000 Trans Nation showing BUYER'S good faith will be deposited with                      in escrow or in the trust account 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                      Date 6/2/17 SELLER'S initials                      Date 6/2/17 (#15c)





GREATER LANSING ASSOCIATION OF REALTORS®  
UNIFORM BUY & SELL CONTRACT



2064 Cedar St, Holt  
Property Address/Description

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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 Delhi Charter Township IDA Board Approval.

Subject to Acceptable environmental studies At buyer Expense.

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: 6/13/2017

Witness/Agent (Signature)

X

BUYER

(Signature)

Executive Director

Witness/Agent (Signature)

X

BUYER

(Signature)

Selling Agent Name (Print)

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: 6-13-17

X

SELLER

X

SELLER

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This contract is for use by Raymond Kruch. Use by any other party is illegal and voids the contract.







GREATER LANSING ASSOCIATION OF REALTORS®  
UNIFORM BUY & SELL CONTRACT – Part 2 (RESPONSE FORM)



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2064 Cedar St. Holt Mi 48842  
PROPERTY ADDRESS/DESCRIPTION

The following is to be part of and incorporated into the Sales Contract between \_\_\_\_\_

Dahli Charter Township DDA as BUYER and  
Hamilton as SELLER dated June 13, 17 for the above-named property.

22. SELLER'S RECEIPT/RESPONSE: The above offer is

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

23. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

24. 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.

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

BUYER'S initials

[Signature]

Date

6-13-17

SELLER'S initials

X Keith [Signature]

Date

6-13-17 (# 176a)



GREATER LANSING ASSOCIATION OF REALTORS®  
UNIFORM BUY & SELL CONTRACT - PART 2



Page 2 of 2

26. **SELLER'S ACKNOWLEDGEMENT:** SELLER acknowledges receipt of a copy Part 1, pages 1 & 2, and Part 2 of this Sales Contract.

DATE: June 13, 2007 a.m./p.m.

Witness/Agent: X Keith Hamell 6-13-07 SELLER

Agent's Telephone: \_\_\_\_\_ X \_\_\_\_\_ SELLER

SELLER'S Address: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (day) TELEPHONE: \_\_\_\_\_ (eve)

27. **BUYER'S RECEIPT/RESPONSE:**

If accepted 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 CONTRACT BETWEEN THE PARTIES ONLY WHEN THE SELLER SIGNS PARAGRAPH 28 BELOW.

☐ **REJECTS.**

DATE: \_\_\_\_\_ a.m./p.m.

Witness/Agent \_\_\_\_\_ X \_\_\_\_\_ BUYER

Agent's Telephone: \_\_\_\_\_ X \_\_\_\_\_ BUYER

BUYER'S Address: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (day) TELEPHONE: \_\_\_\_\_ (eve)

28. **SELLER'S RECEIPT:** SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.

DATE: \_\_\_\_\_ a.m./p.m.

Witness/Agent \_\_\_\_\_ X \_\_\_\_\_ SELLER

X \_\_\_\_\_ SELLER

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