

Pursuant to Public Act 254 of 2020 the DDA Board will conduct its January 26, 2021 meeting remotely.

To access the remote meeting visit:

<https://us02web.zoom.us/j/81114030570?pwd=R1E3bIVRT2gvZjBNMHR6dUorNmR0Zz09>

and enter password 844648, or visit zoom.us (Meeting ID 811 1403 0570)

DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING

Tuesday, January 26, 2021

7:00 p.m.

AGENDA

Call to Order

Roll Call (Board Members please indicate your current location by city and state)

Protocol for Comments from the Public during Virtual Meetings

To ensure the integrity and productiveness of the DDA Board meeting while using virtual/web meetings, the following guidelines will be followed: 1. All participants except the Board will be kept on mute until such time that public comments are appropriate; 2. Comments shall be limited to 90 seconds; 3. To comment on an agenda item during that item, select the "raise hand" feature located on your Zoom screen. The moderator will announce you by name and then unmute you. You will have 90 seconds to speak only on that agenda item before being placed back on mute; 4. General Comments will be limited to the end of the meeting only. To make a general comment, select the "raise hand" feature located on your Zoom screen. The moderator will unmute you when it is your turn to comment. You will have 90 seconds to speak on any DDA related matter before being placed on mute again.

These guidelines are established to ensure virtual meetings run smoothly and without unnecessary interruption. Any participant found to be disruptive or using inappropriate language or material will be removed from the meeting immediately.

Set/Adjust Agenda

Approval of Minutes: Regular Meeting of November 24, 2020

Regular Brownfield Meeting of November 24, 2020

Business

1. Nomination and Election of 2021 DDA Board Officers
2. 2176 Cedar Street Parking Lot – Bid Recommendation and Award
3. Delhi Trails Asphalt Rehabilitation Update
4. Back to Business Program Update
5. Resolution No. 2021-001: Sale of Real Property Located at 2064 Cedar Street

Late Agenda Item

6.

Reports

7. Executive Director
8. Deputy Director
9. Marketing Committee
10. Planning Commission
11. Supervisor
12. Treasurer
13. Members

Limited Comments

Please see "Protocol for Comments from the Public during Virtual Meetings" at beginning of the Agenda for instructions on how to make a general comment.

Adjournment

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2020**

The Downtown Development Authority, pursuant to Public Act 228 of 2020 and Ingham County Health Department Emergency Order 2020-22, conducted its regular Tuesday, November 24, 2020 meeting remotely. Chairperson Leighton called the meeting to order at 7:11 p.m.

MEMBERS PRESENT: Rick Brown (Holt), John Hayhoe (Holt), David Leighton (Mason), Steven L. Marvin (Lansing), Sally Rae (Holt)

MEMBERS ABSENT: Harry Ammon, Rita Craig, Tim Fauser, Nanette Miller

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

Delhi Township IT Director, Tristan Knowlton, read the Protocol for Comments from the Public during Virtual Meetings to the audience.

SET/ADJUST AGENDA There were no adjustments to the agenda.

APPROVAL OF MINUTES

Hayhoe moved, Marvin supported, to approve the regular meeting minutes of October 27, 2020.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

INFORMATIONAL MEETING FOR TAXING JURISDICTIONS

Pursuant to Recodified Tax Increment Financing Act 57 of 2018, an informational meeting for taxing jurisdictions was opened at 7:13 pm and closed at 7:16 pm. A copy of the report of DDA activities was distributed, discussed, and is attached as Exhibit A. The following taxing jurisdictions were notified by mail 14 days in advance, as required: Delhi Township, Ingham County, Capital Area District Library, Capital Area Transportation Authority, and Lansing Community College. Toni Glasscoe represented Lansing Community College at the meeting.

BUSINESS

UPDATE ON STATUS OF PROJECTS – HUBBELL, ROTH & CLARK, INC.

Todd Sneathen, Hubbell, Roth & Clark, Inc. updated the Board on the status of all open projects. The Holt Farmers Market design drawings are being finalized for the building permit and site plan review. Approval for preparing the bid documents for the Trail Rehabilitation project was received. A February bid opening and award is expected with work beginning in the spring as soon as the asphalt plants reopen. The stormwater and detention pond plans for the Municipal Parking Lot at 2176 Cedar Street are being finalized with the Ingham County Drain Commissioner's Office. A February bid opening and award is expected.

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2020**

HRC PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES – 2176 CEDAR STREET MUNICIPAL LOT

Hayhoe moved, Leighton supported, to approve the proposal for Professional Construction Engineering Services for the Cedar Street Municipal Parking Lot from Hubbell, Roth & Clark, Inc. in the amount of \$10,700.00.

Todd Sneathen, Hubbell, Roth & Clark, Inc. informed the Board that this proposal covers the preparation of bid documents, the bid award, and construction observation for the project.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

BACK TO BUSINESS PROGRAM UPDATE

Jeff Blohm, Blohm Creative Partners, reported that 48 businesses have completed their campaigns, 14 are in progress, and 21 have been non-responsive for Phase I of the Program. Phase II will be offered to businesses on a first come, first served basis until the original \$250,000 budget has been depleted. This will allow for approximately 36 additional participants. The campaigns are expected to run during the first quarter of 2021. This should allow for outdoor based businesses to better market their services for the spring and summer months.

Executive Director Haas indicated that additional funds could be set aside if the response to Phase II extends beyond the \$250,000 budget.

RESOLUTION NO. 2020-002: ADOPTING FY 2021 DDA BUDGETS

Marvin moved, Rae supported, to adopt Resolution No. 2020-002, a resolution adopting the Fiscal Year ending December 31, 2021 Delhi Charter Township Downtown Development Authority Budgets.

No changes were made the budget since the initial review in September.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

RESOLUTION NO. 2020-003: AFFIRMING PRIOR ACTIONS

Hayhoe moved, Marvin supported, to adopt Resolution No. 2020-003, a resolution affirming decisions made during telephone and video-conferencing Board meetings and other meetings held between April 1, 2020 and October 31, 2020.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2020**

Township Attorney David Revore, Revore Law, P.C., explained that after the Governor's Executive Orders were declared invalid by the Michigan Supreme Court, this resolution affirming all Board actions and decisions following the initial State of Emergency is recommended. All meeting minutes from April 1, 2020 through October 31, 2020 will be attached to the Resolution.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

REPORTS

Executive Director

Mr. Haas thanked David Revore for keeping the DDA in compliance with the ever changing rules and regulations due to COVID-19. He has heard from many business owners thanking us for the Back to Business Program. He may ask for additional funds for the Program in 2021. Work is progressing on the renovation of the former tattoo parlor. A small restaurant seating approximately 19 people indoors and 16 outdoors is planned. He attended several meetings with LEAP regarding out of state businesses looking to locate here. The location for the Electric Vehicle Charging Stations in front of Frankie D's is no longer viable as it would require excavating in Cedar Street. Township staff will be working with Consumers Energy to find a more suitable location. Esker Square has many businesses looking to be potential tenants. There is a potential buyer interested in 2064 Cedar Street.

Deputy Director

Ms. Underhill reported that all Township buildings are closed to the public as of November 18, 2020. They will remain closed, but staffed, until January 2021. Holt Farmers Market temporarily closed and hopes to reopen on December 12, 2020. The DDA COVID-19 Preparedness Plan was updated on November 4, 2020. It is unclear whether DDA Board meetings in 2021 will be in person or remote.

Advertising & Marketing Committee

Mr. Leighton reported that the Committee discussed the Winter 2021 issue of Our Town, the Back to Business Program continuation, the video component of the DDA Value Project, Volunteer Bureau, and social media at its meeting this afternoon.

Planning Commission

In the absence of Ms. Craig, Ms. Underhill reported that the Planning Commission voted to approve conditional rezoning from C-2 to C-3 for a parcel located on the SE corner of Holt and College Roads. A Special Use Permit was approved for 2395 Washington Road allowing a religious institution within the A-1 Zoning District.

Supervisor

Township Supervisor Hayhoe reported that collection of sewer bills and property taxes has not been significantly impacted by COVID-19. The State of Michigan revenue sharing was \$50,000

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2020**

more than the Township anticipated. A potential development for the SE corner of Holt and College Roads will include a service station and Dunkin Donuts franchise, bringing approximately 30 new employees. Many businesses on Cedar Street have signs posted that they are looking for workers. The McLaren lab in the new Holt Family Practice building opened this week.

Treasurer

Ms. Rae reported the total cash and investments as of October 31, 2020 was \$5,179,370.

Members

None.

Limited Comments

None.

ADJOURNMENT

Hayhoe moved, Marvin supported to adjourn the meeting.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

The meeting was adjourned at 7:50 p.m.

Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL

2020 Downtown Development Authority & Brownfield Redevelopment Authority Activities

Informational Meeting for Taxing Jurisdictions

Pursuant to Recodified Tax Increment Financing Act 57 of 2018

November 24, 2020, 7:00 p.m.

- Cedar Street roundabout project completed.
- Pedestrian crossing signal on Cedar Street at Delhi Commerce Drive has been installed and is operational.
- Esker Landing parking lot expansion complete. New pavilion constructed this fall. Construction will commence soon on the Holt to Mason trail.
- Michigan State University Federal Credit Union construction complete, a \$5 Million investment in our community. Grand Opening event held on October 6, 2020.
- Esker Square construction will restart in spring of 2021. Fencing installed around construction site.
- \$250,000 Back to Business Program for digital marketing assistance for 82 (to date) Delhi Township businesses underway. Program extended with further outreach until original budget is depleted.
- Distribution Center at Holt Road and Holloway Drive is under construction with a projected completion in 2021.
- Operation of Holt Farmers Market, one of the Township's most popular destinations – SNAP (EBT), Double Up Food Bucks, Senior and WIC Project FRESH coupons accepted
- Quarterly Newsletter focusing on Delhi Township businesses – Our Town

**DELHI CHARTER TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2020**

The Brownfield Redevelopment Authority, pursuant to Public Act 228 of 2020 and Ingham County Health Department Emergency Order 2020-22, conducted its regular Tuesday, November 24, 2020 meeting remotely. Chairperson Leighton called the meeting to order at 7:50 p.m.

MEMBERS PRESENT: Rick Brown (Holt), John Hayhoe (Holt), David Leighton (Mason), Steven L. Marvin (Lansing), Sally Rae (Holt)

MEMBERS ABSENT: Harry Ammon, Rita Craig, Tim Fauser, Nanette Miller

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

Delhi Township IT Director, Tristan Knowlton, read the Protocol for Comments from the Public during Virtual Meetings to the audience.

SET/ADJUST AGENDA: There were no changes to the agenda.

APPROVAL OF MINUTES

Marvin moved, Rae supported, to approve the regular meeting minutes of October 27, 2020.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

BUSINESS

RESOLUTION NO. 2020-002: ADOPTING FISCAL YEAR 2021 BROWNFIELD BUDGET

Marvin moved, Leighton supported, to adopt Resolution No. 2020-002, a resolution adopting the Fiscal Year ending December 31, 2021 Delhi Charter Township Brownfield Redevelopment Authority Budget and its subset, Local Brownfield Revolving Fund.

No changes have been made to the budget since its initial review in September.

Janet Michaluk, 3817 Lone Pine Drive, representing the Michigan Department of Environment, Great Lakes and Energy, reported that grant funds are still available for redevelopment of properties impacted by petroleum contamination.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

**DELHI CHARTER TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2020**

RESOLUTION NO. 2020-003: AFFIRMING PRIOR ACTIONS

Hayhoe moved, Marvin supported, to adopt Resolution No. 2020-003, a resolution affirming decisions made during telephone or video-conferencing Board meetings and other meetings held between April 1, 2020 and October 31, 2020.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

Limited Comments

None.

ADJOURNMENT

Marvin moved, Rae supported, to adjourn the meeting.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Hayhoe, Leighton, Marvin, Rae

Absent: Ammon, Craig, Fauser, Miller

MOTION CARRIED

The meeting was adjourned at 7:59 p.m.

Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL

I move to nominate the following as DDA officers for the calendar year 2021:

Chairperson: David Leighton

Vice-Chairperson: Tim Fauser

Secretary: Nanette Miller

Treasurer: Sally Rae



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**
4410 HOLT ROAD, HOLT, MI 48842
TELEPHONE (517) 699-3866
FACSIMILE (517) 699-3878
www.delhidda.com

January 21, 2021

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Bid Award – 2176 Cedar Street Parking Lot

At our November meeting, we approved a proposal from Hubbell, Roth & Clark, Inc. to bid the work for the municipal parking lot located at 2176 Cedar Street. HRC received bids from seven companies at the bid opening held on January 14, 2021. The bid summary is attached to this memorandum, along with HRC's recommendation.

I therefore offer the following motion:

RECOMMENDED MOTION:

I move to award the bid for the Municipal Parking Lot located at 2176 Cedar Street to Rieth-Riley Construction Co., Inc. in the amount of \$50,995.25. and authorize Executive Director Haas to execute the contract documents.

January 18, 2020

Delhi Downtown Development Authority
4410 Holt Road
Holt, Michigan 48842

Attn: Mr. Howard Haas, Executive Director

Re: 2176 Cedar St. Parking Lot
Award letter

HRC Job No. 20200146

Dear Mr. Haas,

Bids for the subject project were taken on Thursday, January 14 at 11:00 a.m. via email. A total of three (7) bids were received. The bids have been reviewed and are in order. The low bidder for the project is Rieth-Riley Construction Co. Inc. from Lansing, Michigan with a total bid of \$50,995.25.

HRC has worked favorably with Rieth Riley Construction on many projects in the past. The final award is contingent upon the Contractor providing the requisite insurance certificates, bonds and other contract documents. Once these have been provided, we will provide all parties with executed contracts and issue a notice to proceed to the Contractor.

Attached, please find a copy of the bid tabulation. Should you have any questions or comments, please feel free to contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Todd J. Sneathen, P.E.
Vice President

Attachment

pc: Delhi Township; T. Miller
Delhi DDA; L. Underhill
HRC; K. Stickel, File

BID TABULATION
2176 CEDAR ST PARKING LOT
DELHI CHARTER TOWNSHIP
INGHAM COUNTY

Bids Due: January 14, 2021 at 11:00 a.m.
HRC Job # 20200146

Rieth -Riley Construction Co., Inc. 4150 S. Creyts Road Lansing, MI (517) 721-0103					Rumesy & Sons, Construction, Inc. P.O. Box 388 Dimondale, MI (517) 322-9000		Scarlett Excavating, Inc. 16486 Grove Road Lansing, MI (517) 699 -4190	
Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost		
1. Mobilization, Max (5%)	1	lsum	\$2,400.00	\$2,400.00	\$2,437.43	\$2,437.43	\$2,250.00	\$2,250.00
2. Erosion Control, Silt Fence	370	lft	\$2.00	\$740.00	\$3.77	\$1,394.90	\$2.00	\$740.00
3. Erosion Control, Inlet Protection, Fabric Drop, Mod	5	ea	\$100.00	\$500.00	\$172.00	\$860.00	\$125.00	\$625.00
4. Minor Traf Devices	1	lsum	\$6,682.00	\$6,682.00	\$380.00	\$380.00	\$2,000.00	\$2,000.00
5. Curb and Gutter, Rem	25	lft	\$15.00	\$375.00	\$9.45	\$236.25	\$5.00	\$125.00
6. Pavt, Rem, Modified	12	syd	\$30.00	\$360.00	\$12.80	\$153.60	\$10.00	\$120.00
7. Bumper Block, Removal	25	ea	\$29.00	\$725.00	\$19.60	\$490.00	\$10.00	\$250.00
8. Sewer, DI, 8 inch	175	lft	\$63.00	\$11,025.00	\$71.68	\$12,544.00	\$75.00	\$13,125.00
9. Dr Structure Cover, Type D	3	ea	\$633.00	\$1,899.00	\$1,021.00	\$3,063.00	\$450.00	\$1,350.00
10. Dr Structure, 36 inch Dia	3	ea	\$1,800.00	\$5,400.00	\$1,670.00	\$5,010.00	\$2,000.00	\$6,000.00
11. Sewer Tap, 8 inch	1	ea	\$500.00	\$500.00	\$1,020.00	\$1,020.00	\$2,500.00	\$2,500.00
12. HMA Base Crushing and Shaping, Modified	1,850	syd	\$4.00	\$7,400.00	\$7.48	\$13,838.00	\$6.00	\$11,100.00
13. Curb and Gutter, Conc, Det F4	25	lft	\$50.50	\$1,262.50	\$31.50	\$787.50	\$30.00	\$750.00
14. Sidewalk, Conc, 4 inch, Special	125	sft	\$17.25	\$2,156.25	\$6.30	\$787.50	\$10.00	\$1,250.00
15. Bumper Block	30	ea	\$50.00	\$1,500.00	\$61.00	\$1,830.00	\$100.00	\$3,000.00
16. Turf Establishment	550	syd	\$6.91	\$3,800.50	\$7.90	\$4,345.00	\$4.00	\$2,200.00
17. Acer Rubrum	2	ea	\$1,025.00	\$2,050.00	\$487.50	\$975.00	\$1,000.00	\$2,000.00
18. Quercus rubra	2	ea	\$1,110.00	\$2,220.00	\$512.50	\$1,025.00	\$1,000.00	\$2,000.00
TOTAL BID AMOUNT				\$50,995.25		\$51,177.18		\$51,385.00

ENGINEER: Michael Bearman, P.E.
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48303

Verlinde Construction, Inc. (4th bidder) - \$52,040.00
TCI, Inc. Of Michigan (5th bidder) - \$56,844.43
E.T. MacKenzi Co. (6th bidder) - \$58,805.00
Leavitt & Starck Excavating, Inc. (7th bidder) - \$63,853.04

**Downtown Development Authority
Back to Business Program Participants
2020 (Phase I)**

American Flooring	Physical Therapy Services of Lansing
Apartment Specialists Inc.	Premier Rehabilitation
Biggby (2 locations)	Real Estate One 1st
BluBird Kitchen & Design	Salon Blush
Bob Olson Voiceovers LLC	Schram Auto Parts
Building Twentyone	Scooter's Holt Pro Cycle
Caring Animal Hospital	Sew Stichtastic!
Craig's Auto Body Shop	Small Talk Children's Advocacy Center
Creative Touch Hair Design	Spartan Eyecare
Discount Carpet Warehouse	Steven L Marvin Salon and Day Spa
Donna Campbell Photography	Swift Motors Holt LLC
Edward Jones	Terry's Jewelry & Gifts
EnJoyable Quilting and Sew Much More	The Coffee Barrel
Esker Square	The Hidden Gem Event Venue
Goodrich Optical	The Water Store
Gravity Smokehouse	U-Pull and Save Auto Parts
Great Lakes Pediatric Associates	Willoughby Road Coin Laundry
Griff & Vicki's Child Care Center	
Gupta Allergy & Asthma Specialists of Lansing	
Hafke Legal Services, P.C.	
Holt Auto Alignment	
Holt Family Dentistry	
Hospice of Lansing	
Howard Hanna Real Estate Executives	
Kitsmiller RV	
Kona Ice Holt	
Legg Lumber	
McGraw Law Firm, PLC	
Meemic Insurance - Eric King Agency	
Metronet Telecom	
Michigan Protection and Advocacy Service, Inc.	
Miller Music Studio	
Moore Trosper Construction Company	
Murawski's Accounting Service, Inc.	
Murawski's Insurance Agency	
Murawski's Tax Services	
Neumann Law, PC	
Olson Solutions LLC	
Original Okinawan Karate of Holt	
Orthopaedic Rehab Specialists	
Our Dance Studio	
Paper Image	
Personnel World, Inc	



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT ROAD, HOLT, MI 48842

TELEPHONE (517) 699-3866

FACSIMILE (517) 699-3878

www.delhidda.com

January 21, 2021

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Sale of Property Located at 2064 Cedar Street

In June 2017, the DDA purchased the former used car lot and building located at 2064 Cedar Street. It has been used as a storage facility for the Township since that time. In November 2020, I was approached by the new owners of Discount Glass and Screen with an offer to purchase the property for relocation of their business. After discussions with the potential buyers and counsel, I directed Township Attorney Gordon VanWieren to prepare the attached resolution. The Purchase Agreement and Land Contract documents are included as Attachment 1 to the resolution.

I therefore offer the following motion:

RECOMMENDED MOTION:

I move to adopt Resolution No. 2021-001, a resolution for the sale of real property located at 2064 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan to Fast Properties, LLC, Amanda Goodman, Joshua T. Goodman, Kristin Johnson and David Duane Johnson (collectively, the "Purchasers") and direct Executive Director Haas and/or Deputy Director Underhill to execute the closing documents.

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

RESOLUTION NO. 2021-001

**A RESOLUTION FOR THE SALE OF REAL PROPERTY
LOCATED AT 2064 CEDAR STREET WITHIN THE CHARTER
TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN
TO FAST PROPERTIES, LLC, AMANDA GOODMAN, JOSHUA T. GOODMAN,
KRISTIN JOHNSON AND DAVID DUANE JOHNSON
(COLLECTIVELY, THE “PURCHASERS”)**

A regular meeting of the Delhi Charter Township Downtown Development Authority Board of Directors (the “Board”) was held electronically through Zoom with identification number _____, on the 26th day of January, 2021, at 7:00 p.m.

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 real property located at 2064 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan (the “2064 Cedar Street Property”); and

WHEREAS, the Delhi DDA received an offer from Fast Properties, LLC, Amanda Goodman, Joshua T. Goodman, Kristin Johnson, and David Duane Johnson (collectively, the “Purchasers”), to purchase the 2064 Cedar Street Property; and

WHEREAS, the Board has determined the 2064 Cedar Street 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 2064 Cedar Street Property to the Purchasers and to enter into 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, or his designee, to execute the Purchase Agreement and to take any other action necessary to sell the 2064 Cedar Street Property to the Purchasers, subject to review and approval by the Delhi DDA's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes and directs C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to execute the Purchase Agreement and to take any other action necessary to sell the 2064 Cedar Street Property to the Purchasers, subject to review and approval by the Delhi DDA's legal counsel.

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

AYES: _____

NAYS: _____

ABSENT: _____

This Resolution is declared adopted this 26th day of January, 2021.

Nanette Miller, Secretary

ATTACHMENT “1”

[See attached Purchase Agreement]

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is entered into this _____ day of _____, 2021 (the "Commencement Date"), by and between Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under provisions of Public Act 57 of 2018, MCL 125.4101, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the "Seller") and Fast Properties, LLC, a Michigan limited liability company, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Amanda Goodman, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Joshua T. Goodman, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Kristin Johnson, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, and David Duane Johnson, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837 (individually, a "Purchaser" and collectively, the "Purchasers") (individually, a "Party" and collectively, the "Parties"), for the transfer of real property, located at 2064 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan, which is legally described in Exhibit A, attached (the "Property").

1. Property Transferred. The Purchasers shall purchase and the Seller shall sell the Property, the building on the Property, and, if any, all easements and all other interests and rights of Seller which are appurtenant to the Property, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in the street, road, or avenue in front of, within, or adjacent to, or adjoining such land.

2. Purchase Price. The Property shall be purchased for the sum of Ninety Thousand and 00/100 Dollars (\$90,000) (the "Purchase Price"). As additional consideration, the Purchasers agree to take the Property subject to the "as-is" provisions contained in Paragraphs 10 and 11. At closing, Purchasers shall pay the purchase price in accordance with the Land Contract, the form of which is attached as Exhibit B

3. Closing. The closing of the sale described herein shall take place at the East Lansing, Michigan office of Transnation Title Agency, 1675 Watertower Place, Suite 200, East Lansing, Michigan 48823 (the "Title Company"), which shall occur within ten (10) days following the date that all documents are prepared and approved, all contingencies contained in this Agreement are satisfied or waived, and the Seller has had all its personal property removed from the Property. Notwithstanding the foregoing, the closing shall occur on or before February 26, 2021. At closing, the Seller and the Purchasers shall execute a Memorandum of Land Contract, which evidences the Land Contract, in substantially the form attached as Exhibit C.

4. Deposit. The Seller and the Purchasers acknowledge and agree that a deposit of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") has been provided by the Purchasers to the Seller. The Deposit shall be credited to the Purchase Price and closing costs at the closing described in Paragraph 3.

5. Survey. Within twenty (20) days from the Commencement Date, the Purchasers may, at their expense, obtain a survey of the Property (the "Survey"). The Seller shall promptly provide a copy of the Survey to the Purchasers, and the Purchasers shall have three (3) days to determine if the Property described is acceptable. If not, the Purchasers shall notify the Seller in

writing, within this three (3) day period, and the Seller shall have five (5) days from the date of such notice to cure or remove such objections. In the event that the objections are not resolved to the satisfaction of the Seller, the Purchasers may terminate this Agreement and the Parties shall have no further rights or obligations under this Agreement, or the Purchasers may waive such objection and accept the condition of such title to the Property as set forth in the Survey without any reduction in the Purchase Price. The failure of the Purchasers to send written notice of the exercise of the election available to the Purchasers to terminate this Agreement shall be deemed an election by the Purchasers to waive the Purchasers' objections with respect to the Survey of the Property.

6. Evidence of Title. The Seller shall, at the Purchasers' expense, and in any event within fifteen (15) days from the Commencement Date, obtain from the Title Company a commitment for an owner's policy of title insurance in the amount of the purchase price (the "Title Commitment"), and the Seller shall promptly provide a copy of that Title Commitment to the Purchasers. Within three (3) days of receipt of the Title Commitment, the Purchasers shall notify the Seller in writing of any restrictions, reservations, limitations, easements, liens, and other conditions of record (the "Title Defects"), disclosed in the Title Commitment that would unreasonably interfere with the Purchasers' proposed use of the Property. Should the Purchasers notify the Seller of any such Title Defects, the Seller shall have until closing to cure or remove same. If such objections are not cured by the date set for closing, the Purchasers may, at the Purchasers' option, terminate this Agreement, or alternatively set a date with the Seller to extend the date set for closing. In the event such reasonable objections are not cured by the date set for closing, or any extension thereof, and the Purchasers elect not to waive their title objections, the Purchasers may terminate this Agreement, and neither Party shall have any further responsibility or liability hereunder.

7. Due Diligence. The Purchasers, their agents, representatives, and independent contractors shall have the right and license to enter upon the Property upon reasonable advance notice to the Seller, for the purposes of making any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetlands, and flood plain evaluations, water and perk tests, mechanical and electrical system inspections and the like, and zoning or rezoning approvals, all of which inspections, approvals, and due diligence shall be completed within thirty (30) days from the Commencement Date (the "Due Diligence Period"). The Purchasers shall advise the Seller on or before three (3) days following the expiration of the Due Diligence Period if they are not satisfied with the condition of the Property and wish to terminate this Agreement. In the event that the Purchasers are not satisfied with the condition of the Property and have not obtained all necessary zoning approvals and so notifies the Seller as set forth herein, the Agreement shall terminate, the Deposit shall be returned to the Purchasers, and except as provided below, neither Party shall have any further liability or responsibility thereunder.

8. Property Taxes. The Seller shall pay all real property taxes, if any, on the Property prior to the date of the Closing. The Purchasers shall be responsible for all real property taxes on the Property, which become due on or after the date of the Closing.

9. Special Assessments and Utility Fees. Special Assessments that are or become a lien on, and utility fees that are charged to, the Property before the date of the Closing shall be

paid by the Seller. Special assessments which become a lien on, and utility fees that are charged to, the Property on or after the Closing date shall be paid by the Purchasers.

10. Disclosure of Environmental Contamination, Waiver of Claims and Disclaimer of Warranties. As set forth in Paragraph 11, below, the Seller discloses that there is extensive environmental contamination on and in the Property.

AT CLOSING, THE PURCHASERS SHALL CONFIRM IN WRITING THEY HAVE CONDUCTED ALL INSPECTIONS WHICH, IN THEIR SOLE DISCRETION, THEY HAVE DETERMINED NECESSARY TO ESTABLISH THE CONDITION OF THE PROPERTY. THE PURCHASERS WILL EXECUTE THE PURCHASERS' STATEMENT THAT IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT D (THE "PURCHASERS' STATEMENT"). THE PURCHASERS' STATEMENT CONFIRMS IN WRITING THAT THE PURCHASERS HAVE INSPECTED THE PROPERTY AND AGREE TO TAKE THE PROPERTY WITH THE EXTENSIVE ENVIRONMENTAL CONTAMINATION "AS IS" AND IN ITS PRESENT CONDITION AND WAIVES ANY AND ALL CLAIMS OF ANY TYPE OR NATURE KNOWN OR UNKNOWN AGAINST THE SELLER AND ITS OFFICERS, BOARD MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES ("SELLER PARTIES") ARISING FROM ENVIRONMENTAL CONTAMINATION AT OR EMANATING FROM THE PROPERTY AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS. THE PURCHASERS' STATEMENT ALSO PROVIDES THAT THE SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY.

11. Environmental Matters. The Seller had a Phase I environmental audit, ACM Survey, Baseline Environmental Assessment and Due Care Plan prepared for the Property. The Purchasers acknowledge that they have received and extensively reviewed all of these documents and agrees that Seller has provided any necessary disclosure required under MCL 324.20116 and .20126(1)(c); MCL 324.21304d and .21323a(1)(b); and other applicable law and regulation. Accordingly, the Purchasers are fully aware that there is extensive environmental contamination on and in the Property and agree to assume all liability for the environmental contamination if a closing occurs under this Agreement.

It is the intention and agreement of the Seller and the Purchasers that following conveyance of the Property to the Purchasers, the Seller Parties shall have no liability or exposure with respect to any environmental remediation required on or in the Property or with respect to claims of third parties arising out of or based upon exposure, subsequent to such conveyance, to hazardous substances or other conditions known or unknown which may be in or about the Property, and as stated above, the Purchasers are accepting the Property in its "as is" condition with full joint liability therefor. The Seller and the Purchasers agree, if a conveyance of the Property occurs:

(a) The Purchasers shall, at their sole expense, be jointly and severally responsible for. pay the cost of, and indemnify the Seller Parties from, including payment of the Seller Parties actual attorneys' fees, any and all environmental assessments and remedial actions for any hazardous substances located on or in the Property, if any, required pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended), Act 451 of the

Michigan Public Acts of 1994, as amended, or any and all other applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.

(b) The Purchasers shall, at their sole expense, be jointly responsible for and pay the cost of investigation, repairs and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses and that the Property complies with all applicable building codes or other applicable laws or regulations; and are not in violation of any federal, state or local laws, regulations or orders pertaining to the environment or use of the Property.

(c) The Purchasers further individually and jointly agree that they shall, at their expense, defend against any claims asserted by third parties and indemnify the Seller Parties, including payment of the Seller Parties' actual attorneys' fees from any exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to the Purchasers.

(d) The Purchasers shall not look to the Seller Parties, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by the Purchasers pursuant to subparagraphs (a), (b) and (c) above, by reason of the existence of any hazardous waste (as above defined) or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or by statute.

(e) The provisions of this Paragraph 11 shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(f) This Paragraph 11 shall inure to the benefit and be binding upon the Purchasers, their successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchasers.

(g) The provisions of subparagraphs (a) through (f), above, shall survive closing. At the Seller's option, at the closing, the provisions of subparagraphs (a) through (f) shall be placed in recordable form, signed and acknowledged by the Purchasers and the Seller Parties and then recorded by the Seller Parties, at their expense, with the Ingham County, Michigan, Register of Deeds. A copy of the Transfer of Liability and Indemnification Agreement is attached hereto and made a part hereof as Exhibit E.

12. Attorney's Opinion. The Purchasers acknowledge that the Seller Parties have recommended that the Purchasers retain attorney(s) to pass on the marketability of the title to the Property and to review the details of the sale before the Closing.

13. Warranty Deed. At closing, the Seller shall deliver a fully executed warranty deed, the form of which is attached as Exhibit F, to the Title Company. The warranty deed shall except all rights, restrictions, reservations, easements, and other matters of record. In accordance with Paragraph 7 of the Land Contract, attached hereto, the Title Company shall release the warranty

deed to the Purchasers upon written confirmation by the Seller that this Land Contract has been paid in full.

14. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

15. Closing Costs. At closing, the Seller shall pay the costs of preparation of the warranty deed, recording the Transfer of Liability and Indemnification Agreement pursuant to Paragraph 11, transfer tax, if any, and any attorneys' fees incurred by the Seller. At closing, the Purchasers shall pay the costs of recording the warranty deed, the survey, title insurance pursuant to Paragraph 6, attorneys' fees incurred on behalf of the Purchasers, the fee for escrowing the Warranty Deed in accordance with Paragraph 13, and any Phase I Environmental Audit and other inspection costs initiated by the Purchasers. Each Party shall pay one-half (1/2) the closing fee, if any, imposed by the Title Company.

16. Default. In the event the Seller fails or refuses to comply with the terms of this Agreement, the Purchasers may elect to terminate this Agreement. In the event the Purchasers fail or refuse to comply with the terms of this Agreement, the Seller may terminate this Agreement. The Purchasers are jointly and severally liable for ensuring that they comply with the Purchasers' obligations under this Agreement.

17. Drafting. Each Party acknowledges that all Parties participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

18. Notices. All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by regular mail addressed to the Parties at their addresses specified above. Mailed notices shall be effective upon mailing.

19. Whole Agreement. This Agreement constitutes the entire agreement between the Parties and shall be deemed to supersede and cancel any other agreement between the Parties relating to the transactions herein contemplated. Each Party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either Party.

20. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the Parties.

21. Successors and Assigns. This Agreement shall bind and benefit the Parties hereto and their respective successors and assigns.

22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. The venue for any disputes related to this Agreement will be in Ingham County.

23. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

[Signature Pages Follow]

SELLER:

**DELHI CHARTER TOWNSHIP DOWNTOWN
DEVELOPMENT AUTHORITY, a Michigan
downtown development authority**

By: _____
C. Howard Haas

Its: Executive Director

Dated: _____, 2021

PURCHASERS:

**FAST PROPERTIES, LLC
a Michigan limited liability company**

By: _____

Its: _____

Dated: _____, 2021

**AMANDA GOODMAN,
a woman**

By: _____
Amanda Goodman

Dated: _____, 2021

JOSHUA T. GOODMAN,
a man

By: _____
Joshua T. Goodman

Dated: _____, 2021

KRISTIN JOHNSON,
a woman

By: _____
Kristin Johnson

Dated: _____, 2021

DAVID DUANE JOHNSON,
a man

By: _____
David Duane Johnson

Dated: _____, 2021

EXHIBIT A

Real property located at 2064 Cedar Street within the Charter Township of Delhi, Ingham County Michigan, and legally described as follows:

LOT 12 SUPERVISOR'S PLAT NO 6 OF DELHI.

Parcel Number: 33-25-05-14-303-029 (the "Property")

EXHIBIT B

LAND CONTRACT

THIS LAND CONTRACT made this _____ day of _____, 2021 (the “Commencement Date”), by and between Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under provisions of Public Act 57 of 2018, MCL 125.4101, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the “Seller”) and Fast Properties, LLC, a Michigan limited liability company, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Amanda Goodman, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Joshua T. Goodman, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Kristin Johnson, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, and David Duane Johnson, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837 (individually, a “Purchaser” and collectively, the “Purchasers”) (individually, a “Party” and collectively, the “Parties”) an exclusive and irrevocable agreement to purchase certain real property owned by the Seller, located in the Charter Township of Delhi, County of Ingham, State of Michigan.

In consideration of the mutual covenants herein contained, witnesseth:

1. The Seller hereby agrees to sell and convey to the Purchasers a certain parcel of real property (the “Property”) located at 2064 Cedar Street in the Charter Township of Delhi, County of Ingham, State of Michigan, legally described as follows:

LOT 12 SUPERVISOR’S PLAT NO 6 OF DELHI.

Parcel Number: 33-25-05-14-303-029 (the “Property”)

2. The Purchasers agree to buy the Property and to pay the Seller by check made payable to the Seller, at such place as the Seller may designate from time to time in writing, Ninety Thousand and 00/100 Dollars (\$90,000.00) as follows: the amount of Five Thousand and 00/100 Dollars (\$5,000.00) on the date of this Land Contract, as a deposit made in accordance with Paragraph 4 of the Purchase Agreement between the Parties dated _____ (the “Purchase Agreement”), and the amount of Eighty Five Thousand and 00/100 Dollars (\$85,000.00) in payments of Six Thousand Three Hundred and 00/100 Dollars (\$6,300.00) on or before the first day of month until paid in full. These payments will cover the principal and interest due to the Seller. Interest shall accrue at a rate of four percent (4%) on the unpaid balance. The Purchasers may pay more at the Purchasers’ discretion and without a prepayment penalty of any kind, provided the entire balance of principal and accrued interest shall be due and payable within eighteen (18) months from the date of this Land Contract.

3. The Purchasers shall not commit or allow any other person to commit waste or damage to the Property or to any appurtenance thereof.

4. The provisions of Sections 10-11 of the Purchase Agreement are acknowledged or incorporated as part of the Land Contract and shall survive the termination or other expiration of the Land Contract.

5. The Purchasers shall enter the Property for taxation in their names. The Seller shall pay all real and personal property taxes billed in years prior to the year of closing, without proration. Real and personal property taxes billed or to be billed in the year of closing shall be prorated so that the Seller will be charged with said taxes from January 1 to the Commencement Date, and the Purchasers shall be charged with taxes from the Commencement Date to the end of the calendar year.

6. If the Purchasers fail to pay any deficiency required by Paragraph 4 within thirty (30) days after the Seller's written demand or if the Purchasers default in making any required payment of taxes and assessments, the Seller may pay same, including any interest or penalty and the amount so paid shall be due at once, shall be added to the unpaid balance of this Land Contract and to the extent permitted by law, shall be a lien on the Property.

7. The Seller reserves the right to convey its interest in this Land Contract; the conveyance thereof shall not be cause for rescission. The Seller may, at any time, place one or more mortgages on the Property which, together with any mortgages existing on the date hereof, shall secure not more than the balance owing hereon at the time such mortgages are executed; provided that no mortgages, hereafter executed, either singularly or in the aggregate, shall provide for interest rates or payments of interest and principal in excess of the interest rate and installment payments required hereby. The Seller shall promptly notify the Purchasers of the prior existence of or the execution of any mortgages on the Property, the identity of the mortgagee and of the amount, interest rate, and payment terms thereof. If the Seller defaults on any mortgage or if the Seller is presently purchasing the Property on an antecedent contract and defaults under its terms, the Purchasers may pay to the mortgagee or antecedent contract vendor the amount necessary to cure the default, credit the payment to the balance due hereunder and allocate it to installment payments required hereby. When the amount owed on this Land Contract is paid down to the amount secured by any mortgage or mortgages, presently existing or hereafter executed, providing for interest rates and payments of interest and principal not in excess of those provided by this Land Contract: (a) the Seller may execute and deliver a warranty deed to the Purchasers subject to such mortgage or mortgages which the Purchasers shall assume and agree to pay, and any mortgage assumption fees shall be paid by the Seller; or (b) the Purchasers may demand a warranty deed from the Seller subject to such mortgage or mortgages which the Purchasers shall assume and agree to pay, and the Seller shall execute and deliver such deed. The Purchasers shall pay any mortgage assumption fees.

8. Upon the signing of this Land Contract, the Seller shall deliver to the East Lansing, Michigan office of Transnation Title Agency (the "Title Company"), a fully executed and notarized Warranty Deed. Said deed shall warrant title to the property free and clear of all liens, encumbrances and conflicting claims of ownership other than the following:

- (a) building and zoning laws, ordinances, and regulations;
- (b) taxes which Purchasers are obligated to pay;

- (c) defects in title due to default, neglect, consent or acquiescence of the Purchasers or the Purchasers' assignees; and
- (d) all other rights, restrictions, reservations, easements and other matters of record disclosed in the commitment for title insurance dated _____, issued by _____ (Commitment No. _____).

Within ten (10) days of receiving the Purchasers' final payment in accordance with Paragraph 2, the Seller will notify the Purchasers and the Title Company of the same. The Title Company shall release the Warranty Deed to the Purchasers upon confirmation by the Seller that this Land Contract has been paid in full.

9. The Purchasers may take possession of the Property immediately upon closing, and occupancy on the Commencement Date and remain thereof as long as the Purchasers shall perform all the covenants and agreements herein mentioned, upon its part to be performed. Subject to the Seller's written approval, the Purchasers shall have the right to construct physical improvements and remove trees located on the Property.

10. If a Purchaser default in any of the provisions hereof, the Seller may give the Purchasers, or the persons holding possession under the Purchasers, written notice of forfeiture in the manner required by law and may declare that all money unpaid under this Land Contract will be immediately due and payable if the default is not cured within the permitted period of time. If the default is not cured within the time permitted by law, the Seller may take possession of the Property and all buildings and improvements thereon, may declare the entire unpaid portion of the purchase price immediately due and payable and the Purchasers, and all persons holding possession under the Purchasers, shall thereupon be liable to be removed from possession of the Property with notice and in any manner provided by law. In addition, the Purchasers shall pay all costs, including attorney fees, which the Seller incurs as a result of a Purchaser's default. The Purchasers shall pay all costs, including attorneys' fees, which the Seller incurs as a result of the Purchasers' default. The Purchasers are jointly and severally liable for the Purchasers' obligations under this Land Contract.

11. Nothing herein shall preclude the Seller from pursuing any other legal or equitable remedy which they may have, in case of a Purchaser's default hereunder, including the right to declare the entire balance due upon default and to foreclose or forfeit the contract in accordance with law.

12. It is hereby expressly agreed that time is of the very essence of this Land Contract. It is further agreed that all notices shall be conclusively presumed to be served upon the Purchasers or the Seller when deposited in the United States mail, enclosed in an envelope with postage fully prepaid thereon, addressed to a Purchaser or the Seller at the address given in the heading of this Land Contract or at such other address as may be specified by a Purchaser or the Seller, in writing, from time to time.

13. If more than one joins in the execution hereof as the Seller or the Purchasers, or either be of the feminine sex or a corporation, or partnership, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter, respectively.

14. The provisions of this Land Contract are severable.

15. Any or all of the above-mentioned restrictions may be changed by mutual written consent of both of the Seller and the Purchasers.

IN WITNESS WHEREOF, the Parties hereto have caused this Land Contract to be executed as of the Commencement Date.

SELLER:

**DELHI CHARTER TOWNSHIP DOWNTOWN
DEVELOPMENT AUTHORITY, a Michigan
downtown development authority**

By: _____
C. Howard Haas

Its: Executive Director

Dated: _____, 2021

PURCHASERS:

**FAST PROPERTIES, LLC
a Michigan limited liability company**

By: _____

Its: _____

Dated: _____, 2021

**AMANDA GOODMAN,
a woman**

By: _____
Amanda Goodman

Dated: _____, 2021

JOSHUA T. GOODMAN,
a man

By: _____
Joshua T. Goodman

Dated: _____, 2021

KRISTIN JOHNSON,
a woman

By: _____
Kristin Johnson

Dated: _____, 2021

DAVID DUANE JOHNSON,
a man

By: _____
David Duane Johnson

Dated: _____, 2021

EXHIBIT C

MEMORANDUM OF LAND CONTRACT

Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under provisions of Public Act 57 of 2018, MCL 125.4101, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the “Seller”) and Fast Properties, LLC, a Michigan limited liability company, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Amanda Goodman, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Joshua T. Goodman, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Kristin Johnson, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, and David Duane Johnson, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837 (the “Purchasers”) hereby provide record of notice that a Land Contract has been entered into between the Seller and the Purchasers for real property located at 2064 Cedar Street in the Charter Township of Delhi, County of Ingham, State of Michigan, legally described as follows:

LOT 12 SUPERVISOR’S PLAT NO 6 OF DELHI.

Parcel Number: 33-25-05-14-303-029 (the “Property”)

[Signature Pages Follow]

IN WITNESS WHEREOF, the said Parties have hereto set their hands and seals the day and year written below.

SELLER:

**DELHI CHARTER TOWNSHIP DOWNTOWN
DEVELOPMENT AUTHORITY, a Michigan
downtown development authority**

Dated: _____

By: _____
C. Howard Haas

Its: Executive Director

STATE OF MICHIGAN)
COUNTY OF _____) ss:

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2021, by C Howard Haas, Executive Director of the Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

PURCHASER:

FAST PROPERTIES, LLC
a Michigan limited liability company

Dated: _____

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss:

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2021, by _____, _____, Fast Properties, LLC, a Michigan limited liability company.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

***PREPARED BY AND AFTER
RECORDING RETURN TO:***

Gordon W. VanWieren, Jr., Esq.

Thrun Law Firm, P.C.

P.O. Box 2575

East Lansing, Michigan 48826-2575

PURCHASER:

AMANDA GOODMAN
a woman

Dated: _____

By: _____
Amanda Goodman

STATE OF MICHIGAN)
COUNTY OF _____) ss:

Acknowledged before me in _____ County, Michigan, this ____ day of _____,
2021, by Amanda Goodman, a woman.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

PREPARED BY AND AFTER
RECORDING RETURN TO:

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

JOSHUA T. GOODMAN
a man

By: Joshua T. Goodman

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2021, by Joshua T. Goodman, a man.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

PURCHASER:

**KRISTIN JOHNSON,
a woman**

Dated: _____

By: _____
Kristin Johnson

STATE OF MICHIGAN)
COUNTY OF _____) ss:

Acknowledged before me in _____ County, Michigan, this ____ day of _____,
2021, by Kristin Johnson, a woman.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

***PREPARED BY AND AFTER
RECORDING RETURN TO:***

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

DAVID DUANE JOHNSON,
a man

By: _____
David Duane Johnson

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2021, by David Duane Johnson, a man.

_____(signature)
 _____(printed)
 Notary Public, _____ County, Michigan
 My Commission Expires: _____
 Acting in the County of _____

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

EXHIBIT D

PURCHASERS' STATEMENT

Fast Properties, LLC, a Michigan limited liability company, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Amanda Goodman, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Joshua T. Goodman, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Kristin Johnson, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, and David Duane Johnson, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837 (the "Purchasers") are purchasing from Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under provisions of Public Act 57 of 2018, MCL 125.4101, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the "Seller"), real property located at 2064 Cedar Street in the Charter Township of Delhi, County of Ingham, State of Michigan, legally described as follows:

LOT 12 SUPERVISOR'S PLAT NO 6 OF DELHI.

Parcel Number: 33-25-05-14-303-029 (the "Property")

The Purchasers confirm, acknowledge and agree that:

(1) The Purchasers confirm that they have inspected the Property and agree to take the Property "as is," with all extensive environmental contamination and debris, and in its present condition.

(2) The Purchasers waive any and all claims of any type or nature, know or unknown, against the Seller and its officers, board members, directors, employees, agents, successors or assigns, past or present, arising in any way from environmental contamination at or emanating from the Property.

(3) The Purchasers acknowledge Sellers' disclosure in accordance with MCL 324.20116 and .20126(1)(c); MCL 324.21304d and .21323a(1)(b); and other applicable law and regulations.

(4) The Purchasers confirm that there are no other or additional written or oral understandings and that the Sellers disclaim any and all warranties of any kind with regards to the Property.

[Signature Pages Follow]

PURCHASERS:

FAST PROPERTIES, LLC
a Michigan limited liability company

By: _____

Its: _____

Dated: _____, 2021

AMANDA GOODMAN,
a woman

By: _____
Amanda Goodman

Dated: _____, 2021

JOSHUA T. GOODMAN,
a man

By: _____
Joshua T. Goodman

Dated: _____, 2021

KRISTIN JOHNSON,
a woman

By: _____
Kristin Johnson

Dated: _____, 2021

DAVID DUANE JOHNSON,
a man

By: _____
David Duane Johnson

Dated: _____, 2021

EXHIBIT E

TRANSFER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Transfer of Liability and Indemnification Agreement (this “Agreement”) is entered into this ____ day of _____, 2021, by and between Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under provisions of Public Act 57 of 2018, MCL 125.4101, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the “Seller”) and Fast Properties, LLC, a Michigan limited liability company, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Amanda Goodman, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Joshua T. Goodman, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Kristin Johnson, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, and David Duane Johnson, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837 (the “Purchasers”), that following conveyance of the property to the Purchasers, which legal description is attached hereto as Attachment “1” (the “Property”), the Seller and its officers, members, directors, employees, agents, successors and assigns (“Seller Parties”), shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, subsequent to such conveyance, to hazardous substances or other conditions known or unknown which may be in or about the Property, and as stated above, the Purchasers are accepting the Property in its “as is” condition with full liability therefor. The Seller Parties and the Purchasers agree as follows:

(a) The Purchasers shall, at their sole expense, be jointly and severally responsible for. pay the cost of, and indemnify the Seller Parties from, including payment of the Seller Parties’ actual attorneys’ fees, any and all environmental assessments and remedial actions for any hazardous substances located on or in the Property, if any, required pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended), Act 451 of the Michigan Public Acts of 1994, as amended, or any and all other applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.

(b) The Purchasers shall, at their sole expense, be jointly responsible for and pay the cost of investigation, repairs and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses and that the Property complies with all applicable building codes or other applicable laws or regulations; and are not in violation of any federal, state or local laws, regulations or orders pertaining to the environment or use of the Property.

(c) The Purchasers further individually and jointly agree that they shall, at their expense, defend against any claims asserted by third parties and indemnify the Seller Parties, including payment of the Seller Parties' actual attorneys' fees from any exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to the Purchasers.

(d) The Purchasers shall not look to the Seller Parties for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by the Purchasers pursuant to subparagraphs (a), (b) and (c) above, by reason of the existence of any hazardous waste (as above defined) or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or by statute.

(e) The provisions of this Agreement shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(f) This Agreement shall inure to the benefit and be binding upon the Purchasers, their successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchasers.

(g) The provisions of Paragraphs (a) through (f), above, shall survive closing.

[Signature Pages Follow]

SELLER:

**DELHI CHARTER TOWNSHIP DOWNTOWN
DEVELOPMENT AUTHORITY, a Michigan
downtown development authority**

Dated: _____

By: _____
C. Howard Haas

Its: Executive Director

STATE OF MICHIGAN)
COUNTY OF _____) ss:

Acknowledged before me in _____ County, Michigan, this ____ day of _____,
2021, by C Howard Haas, Executive Director of the Delhi Charter Township Downtown
Development Authority, a Michigan downtown development authority.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

***REPARED BY AND AFTER
RECORDING RETURN TO:***

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

PURCHASER:

FAST PROPERTIES, LLC
a Michigan limited liability company

Dated: _____

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF _____) ss:

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2021, by _____, _____, Fast Properties, LLC, a Michigan limited liability company.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

PREPARED BY AND AFTER

RECORDING RETURN TO:

Gordon W. VanWieren, Jr., Esq.

Thrun Law Firm, P.C.

P.O. Box 2575

East Lansing, Michigan 48826-2575

AMANDA GOODMAN
a woman

By: Amanda Goodman

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2021, by Amanda Goodman, a woman.

_____(signature)
 _____(printed)
 Notary Public, _____ County, Michigan
 My Commission Expires: _____
 Acting in the County of _____

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

JOSHUA T. GOODMAN
a man

By: Joshua T. Goodman

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2021, by Joshua T. Goodman, a man.

_____(signature)
 _____(printed)
 Notary Public, _____ County, Michigan
 My Commission Expires: _____
 Acting in the County of _____

***PREPARED BY AND AFTER
RECORDING RETURN TO:***
Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

PURCHASER:

**KRISTIN JOHNSON,
a woman**

Dated: _____

By: _____
Kristin Johnson

STATE OF MICHIGAN)
COUNTY OF _____) ss:

Acknowledged before me in _____ County, Michigan, this ____ day of _____,
2021, by Kristin Johnson, a woman.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

***PREPARED BY AND AFTER
RECORDING RETURN TO:***

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

DAVID DUANE JOHNSON,
a man

By: _____
David Duane Johnson

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

Attachment 1

Legal Description of Property

Real property located at 2064 Cedar Street within the Charter Township of Delhi, Ingham County Michigan, and legally described as follows:

LOT 12 SUPERVISOR'S PLAT NO 6 OF DELHI.

Parcel Number: 33-25-05-14-303-029 (the "Property")

EXHIBIT F

WARRANTY DEED

On _____, 2021, Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under provisions of Public Act 57 of 2018, MCL 125.4101, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the “Grantor”), conveys and warrants to Fast Properties, LLC, a Michigan limited liability company, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Amanda Goodman, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Joshua T. Goodman, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, Kristin Johnson, a woman, whose address is 813 West Main Street, Grand Ledge, Michigan 48837, and David Duane Johnson, a man, whose address is 813 West Main Street, Grand Ledge, Michigan 48837 (the “Grantees”), the real property commonly known as 2064 Cedar Street within the Charter Township of Delhi, Ingham County Michigan, and legally described as follows:

LOT 12 SUPERVISOR’S PLAT NO 6 OF DELHI.

Parcel Number: 33-25-05-14-303-029 (the “Property”)

for the consideration of Ninety Thousand and 00/100 Dollars (\$90,000.00).

This conveyance is subject to:

- (a) building and zoning laws, ordinances, and regulations;
- (b) taxes which the Grantees are obligated to pay;
- (c) defects in title due to default, neglect, consent or acquiescence of the Grantees or the Grantees’ assignees; and
- (d) all other rights, restrictions, reservations, easements and other matters of record disclosed in the commitment for title insurance dated _____, issued by _____ (Commitment No. _____).

The Grantor grants to the Grantees the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

GRANTOR:

**DELHI CHARTER TOWNSHIP DOWNTOWN
DEVELOPMENT AUTHORITY, a Michigan
downtown development authority**

Dated: _____

By: _____

C. Howard Haas

Its: Executive Director

STATE OF MICHIGAN)
COUNTY OF _____) ss:

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2021, by C Howard Haas, Executive Director of the Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority.

(signature)

(printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion of Title):
Grantees	Grantees	Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575