

**DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

**Meeting Location – Community Services Center**

**2074 Aurelius Road, Holt, MI**

**Tuesday, February 22, 2022**

**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 TWO (2) MINUTES.

**Set/Adjust Agenda**

**Approval of Minutes: Regular Meeting of January 25, 2022**

**Business**

1. Resolution No. 2022-001: Purchase of 2197 Cedar Street

**Late Agenda Item**

- 2.

**Reports**

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

**Limited Comments**

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

**Adjournment**

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON JANUARY 25, 2022**

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The Downtown Development Authority met Tuesday, January 25, 2022 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

**MEMBERS PRESENT:** Rick Brown, Rita Craig, Tim Fauser, David Leighton, Steven L. Marvin, Nanette Miller, Sally Rae

**MEMBERS ABSENT:** Harry Ammon, John Hayhoe

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

**PUBLIC COMMENT:** None

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

**APPROVAL OF MINUTES**

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**Miller moved, Craig supported, to approve the regular meeting minutes of November 30, 2021.**

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

**MOTION CARRIED**

**Craig moved, Miller supported, to approve the regular Brownfield meeting minutes of November 30, 2021**

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

**MOTION CARRIED**

**BUSINESS**

**THE VILLAGE INN MOTEL – POLICE AND FIRE CALL STATISTICS**

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Executive Director Haas introduced Lt. Chauncey Shattuck, Ingham County Sheriff's Office (ICSO), Delhi Division, and Chief Brian Ball, Delhi Township Fire Department. Lt. Shattuck and Chief Ball shared statistics related to The Village Inn Motel from their respective departments. Over a 3 year period, ICSO Delhi Division responded to 171 calls for service at that location. In 2021, the Delhi Township Fire Department responded to 23 medical related calls for service at that location. Mr. Haas explained that he had contacted the owners of The Village Inn with an offer to purchase the property several months ago. They have not responded.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON JANUARY 25, 2022**

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**POWERING CEDAR STREET MEDIANS – HUBBELL, ROTH & CLARK, INC.**

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**Brown moved, Leighton supported, to approve the proposal for Professional Engineering Services for Powering Cedar Street Medians – North of Holbrook to Hancock Drive from Hubbell, Roth & Clark, Inc. in the amount of \$42,000.00.**

Todd Sneathen, Hubbell, Roth & Clark, Inc. (HRC) was present to discuss the proposal for Professional Engineering Services. He explained that this proposal would allow HRC to conduct a preliminary study to determine probable construction costs for the project. Once the study is complete, the Board can decide if they wish to proceed with the project.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Fauser, Leighton, Marvin, Miller, Rae

Absent: Ammon, Hayhoe

**MOTION CARRIED**

**NOMINATION AND ELECTION OF 2022 DDA BOARD OFFICERS**

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**Craig moved, Marvin supported, to nominate the following as DDA officers for the calendar year 2022: Chairperson: David Leighton; Vice Chairperson: Tim Fauser; Secretary: Nanette Miller; Treasurer: Sally Rae.**

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Fauser, Leighton, Marvin, Miller, Rae

Absent: Ammon, Hayhoe

**MOTION CARRIED**

**REPORTS**

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**Executive Director**

Mr. Haas reported that the renovation work at 2176 Cedar is moving forward. The interior plumbing and electrical work is complete. The connection to the sewer system is also complete. He met with potential users of the DDA owned property at Cedar and Hancock. Esker Square has received its steel delivery. There is a slight delay due to the sewer permit at this time.

**Deputy Director**

Lori Underhill reported that the Market will be hosted an Open House following the Delhi Township Tree Lighting Ceremony on Wednesday, December 1. It was very well attended. She reported on several retirements of long-term Township employees. She gave an update on the Electric Vehicle Charging stations usage.

**Advertising & Marketing Committee**

The Committee did not meet in January.

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON JANUARY 25, 2022**

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**Planning Commission**

Ms. Craig reported that the Planning Commission approved a change in zoning for the former Chisholm Hills Golf Course property to R-1C. This property is partially located within the City of Lansing. Site plan approval was granted to the proposed Tailgaters service station located at the SW corner of Holt and College Roads. A Planned Development was approved for Evergreen Village (Grovenburg & Krantz Roads). The Avis Flats permit was extended for another year.

**Supervisor**

There was no report.

**Treasurer**

Ms. Rae reported that the total DDA cash and investments as of November 30, 2021 were \$5,320,977.

**Members**

Ms. Miller asked if there was a way to make the mid-block crossings in Cedar Street (between Holt and Aurelius) more visible.

**Limited Comments**

None.

**ADJOURNMENT**

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

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Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL



**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT ROAD, HOLT, MI 48842

TELEPHONE (517) 699-3866

FACSIMILE (517) 699-3878

[www.delhidda.com](http://www.delhidda.com)

February 17, 2022

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Resolution No. 2022-001: Purchase of 2197 Cedar Street

Over the past several weeks, I have been in conversation with the owner of the home located at 2197 Cedar Street. This home is adjacent to and in close proximity to other DDA owned parcels at the intersection of Cedar and North Streets. The owner indicated a desire to sell. To that end, I instructed our real estate agent to prepare a Purchase Agreement for the property. Upon review of the Purchase Agreement, DDA Attorney Gordon Van Wieren prepared the attached Resolution for your review and adoption.

I therefore offer the following motion:

**RECOMMENDED MOTION:**

**I move to adopt Resolution No. 2022-001, a resolution for the purchase of real property located at 2197 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan from 2197 Cedar Street, LLC and authorize the DDA Executive Director or Deputy Director to execute the closing documents for the same.**

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION NO. 2022-001**

**A RESOLUTION FOR THE PURCHASE OF REAL PROPERTY  
LOCATED AT 2197 CEDAR STREET WITHIN THE CHARTER  
TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN  
FROM 2197 CEDAR STREET, LLC**

A regular meeting of the Delhi Charter Township Downtown Development Authority Board of Directors (the "Board") was held in the Township Hall, 4410 Holt Road, Holt, Michigan, on the 22<sup>nd</sup> day of February, 2022, at 7 o'clock in the 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") has investigated the purchase of real property located at 2197 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan (the "Property") from 2197 Cedar Street, LLC (the "Seller"), which Property is more fully described in the Purchase Agreement, a copy of which is attached hereto and made a part hereof as Attachment "1" (the "Purchase Agreement"); and

**WHEREAS**, the Board has determined that it is in the best interests of the Delhi DDA to purchase the Property from the Seller; and

**WHEREAS**, the Board desires to confirm the purchase of the Property upon the terms and conditions contained in the Purchase Agreement and to authorize and direct C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to make any

revisions to the Purchase Agreement not inconsistent with this resolution, to execute the Purchase Agreement, and to take any other action necessary to purchase the Property from the Seller, subject to review and approval by the Delhi DDA’s legal counsel.

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

- 1. The Board hereby determines that it is in the best interests of the Delhi DDA to purchase the Property from the Seller upon the terms and conditions contained in the Purchase Agreement.
- 2. The Board confirms the purchase of the Property authorizes and directs C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to make any revisions to the Purchase Agreement not inconsistent with this resolution, to execute the Purchase Agreement, and to take any other action necessary to purchase the Cedar Street Property from the Seller, subject to review and approval by the Delhi DDA’s legal counsel.
- 3. 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 22<sup>nd</sup> day of February, 2022.

\_\_\_\_\_  
Nanette Miller, Secretary



# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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Offer Date: February 1st, 2022

Selling Office: Real Estate One 1st

Selling Broker # 258

Selling Broker License # 6505357681

Selling REALTOR®: Ray Kruch

License # 6506041199

Selling REALTOR®'s Email Address: Rmkruch@gmail.com

Selling REALTOR®'s Phone: 517-881-5871

facsimile: \_\_\_\_\_

Listing Office: Real Estate One 1st

Listing Broker # 6505357681

Listing Broker License # 6505357681

Listing REALTOR®: Ray Kruch

License # 6506041199

Listing REALTOR®'s Email Address: rmkruch@gmail.com

Listing REALTOR®'s Phone: 517-881-5871

facsimile: \_\_\_\_\_

## BUYER offers to purchase from SELLER the following:

1. **PROPERTY** situated in the City of Holt, Mi 48842 Twp. of Delhi  
County of Ingham Michigan,  
located at: 2197 Cedar St  
and legally described as:  
Lot 9 Supervisors Plat No 5 Delhi

MLS #(s) \_\_\_\_\_ Permanent Parcel #(s): 33-25-05-14-301-010

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

## EXCEPTIONS OR ADDITIONS:

Subject Board approval of Delhi Charter Township DDA. Subject to satisfactory phase one environmental study, at buyer's cost.  
Seller to have 90 days rent-free after closing, after that seller to have up to 90 days occupancy with rent to be \$500 a month.  
Title company closing fee to be paid by Delhi Charter Township DDA.

2. **PRICE:** The purchase price will be \$ 150,000.00

( One Hundred Fifty Thousand Dollars)

3. **A. This offer**

☒ is NOT Contingent upon the Sale or Close of another property

☐ IS contingent upon the Sale and Close of \_\_\_\_\_

☐ IS contingent upon the Close of \_\_\_\_\_

## B. OTHER PROVISIONS:

BUYER'S initials [Signature] Date 2/1/22 SELLER'S initials [Signature] Date 2/7/22

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# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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**B. OTHER PROVISIONS CONTINUED:**  
none

**4. METHOD OF PAYMENT:** ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK TRANSFER. The purchase will be completed by the following method:

☒ **CASH.** The full purchase price upon delivery of a warranty deed

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

☐ BUYER will formally apply for loan within \_\_\_\_\_ business days after SELLER'S acceptance of this Agreement.

☐ BUYER has formally applied for a mortgage loan and is conditionally preapproved.

If BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before \_\_\_\_\_ SELLER may cancel this Agreement. Sale will be completed upon delivery of a warranty deed.

☐ **LAND CONTRACT** (BUYER and SELLER to sign a Greater Lansing Association of REALTORS® Land Contract current version, or other form specified here: \_\_\_\_\_). BUYER will pay a \$ \_\_\_\_\_ down payment and monthly installments (principal and interest) of \$ \_\_\_\_\_ or more, including annual interest of \_\_\_\_\_ %, beginning \_\_\_\_\_ days after Closing; and in addition:

☐ 1/12 of SELLER'S estimate of annual real estate taxes and insurance will be paid by BUYER each month by: \_\_\_\_\_ add back \_\_\_\_\_ escrow;

OR

☐ Real estate taxes and insurance will be paid by BUYER.

BUYER will pay the entire balance within \_\_\_\_\_ years after Closing.

☐ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT.** Provided that mortgage or land contract is assumable by BUYER:

☐ Delivery of Warranty deed subject to BUYER'S ☐ Formal ☐ Informal Assumption of existing mortgage

OR

☐ Assignment of SELLER'S interest in land contract.

BUYER to pay the difference of approximately \$ \_\_\_\_\_ between purchase price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ \_\_\_\_\_ including interest at \_\_\_\_\_ % yearly, which is \_\_\_\_\_ fixed \_\_\_\_\_ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

**5. SELLER CONCESSIONS:**

☐ SELLER agrees to pay up to \_\_\_\_\_ % of the purchase price or up to \$ \_\_\_\_\_ dollars at the closing to be used toward any of the following: BUYER'S closing costs, discount points, home warranty, or any other costs that conform with lender guidelines.

☒ No SELLER Concessions requested.

BUYER'S initials 016K Date 2/1/22

SELLER'S initials LP

Date 2/7/22

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# GREATER LANSING ASSOCIATION OF REALTORS®

## PURCHASE AGREEMENT



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

ADDITIONAL ITEMS:

7. **ASSESSMENTS:** (Defined as one-time unique charge from Tax Authority with an end balance) All special assessments for the property which have become a lien on the property on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be

☒ paid by BUYER.

☐ paid in full by SELLER at closing;

EXCEPTIONS: none

\*Special Assessments are not items like street lights, Fire Department, or items that may be ongoing with no end balance.

8. **PROPERTY TAXES WILL BE TREATED AS IF THEY COVER THE CALENDAR YEAR** in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES first billed in the year of Closing will be prorated using the tax bill amounts less any assessments included in the tax bills so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

### 9. A. INSPECTIONS

☐ This offer is contingent upon satisfactory inspection(s) of the property, including but not limited to:

☐ plumbing ☐ heating ☐ electrical ☐ structural ☐ pest ☐ radon ☐ other \_\_\_\_\_,

at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has \_\_\_\_\_ business days after this Agreement is fully executed to obtain the inspections (the "Inspection Period"). Upon expiration of the Inspection Period, BUYER shall have three (3) business days to remove all Inspection contingencies; request a price reduction; request that SELLER make certain repairs; or cancel the Purchase Agreement (with BUYER's earnest money deposit to be returned in full). If BUYER does not request a price reduction or repairs during the three (3) business day period, the Purchase Agreement is fully enforceable as originally agreed. If during the three (3) business day period BUYER does request a price reduction or repairs by SELLER, SELLER shall have three (3) business days to accept or reject BUYER's request for a price reduction or repairs. Failure of SELLER to respond within the three (3) business days is a rejection of BUYER's request. If SELLER accepts Buyer's request, the Purchase Agreement will be automatically modified accordingly, and the parties will be bound. If SELLER does not accept BUYER's request, BUYER will have 24 hours after the expiration of the three-day period to terminate the Purchase Agreement with BUYER's earnest money deposit to be returned to BUYER in full.

☒ BUYER acknowledges that it has been recommended that a licensed contractor(s) and/or inspector(s) of BUYER'S choice be retained to inspect the property. Contrary to Broker's recommendation, BUYER DOES NOT DESIRE TO OBTAIN AN INSPECTION OF THE PROPERTY.

BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, A WRITTEN AMENDMENT TO THIS AGREEMENT OR ANY WRITTEN DISCLOSURE STATEMENT.

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

### B. WELL AND SEPTIC:

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

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

BUYER'S Initials 2/1/22 Date \_\_\_\_\_ SELLER'S Initials JS Date 2/1/22





# GREATER LANSING ASSOCIATION OF REALTORS®

## PURCHASE AGREEMENT



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### WELL AND SEPTIC Continued:

**This Offer:** ☐ IS contingent on a satisfactory Well and Septic Inspection at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within \_\_\_\_\_ business days after this Agreement is fully executed.

☐ IS NOT contingent on a satisfactory Well and Septic Inspection

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

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

BUYER also agrees (check one below):

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

☒ BUYER hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### 10. CLOSING COSTS:

**A. BUYER WILL PAY FOR** transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, title company closing fees, all inspections; rezoning; soil borings; franchise agreements; use permits; drain and /or other easements; rights-of-way; and ☐ stake or ☐ mortgage report survey (if a survey is required for title insurance, or is requirement by BUYER'S Lender, it will be at the BUYER'S expense).

EXCEPTIONS: \_\_\_\_\_

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

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

in the amount of the sale price; all costs required to convey clear title; title company closing fees if closing in cash, land contract, VA, or seller funded purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.

EXCEPTIONS/ADDITIONS: \_\_\_\_\_

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

11. **PROPERTY INSURANCE:** SELLER shall be responsible for fire and extended coverage insurance on the property until sale is closed.
12. **CLOSING:** Sale will be closed on **OR** before March 15th, 2022 unless amended by written addendum to this Agreement. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Agreement if title defects have not been remedied.
13. **POSSESSION:** SELLER will give possession as follows:
  - ☐ Immediately at closing

BUYER'S initials

B.185 7.1.22

Date

SELLER'S initials

JP

Date

7/7/22





# GREATER LANSING ASSOCIATION OF REALTORS®

## PURCHASE AGREEMENT



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### POSSESSION continued:

☐ SELLER to occupy the property; it will be vacated no later than 90 days after Closing. At Closing, SELLER will pay BUYER the total sum of \$ 0.00 based upon \$ 0 per day, as occupancy charge for the period from the Closing date through the agreed surrender date. Charges for unused days will be reimbursed to SELLER upon vacating. SELLER is responsible for utilities and any repairs of damage caused to the property by SELLER after Closing and before vacating. If tenants occupy the property, then:

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

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

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

### 14. SELLER'S DISCLOSURE:

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

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

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

16. **PROPERTY CONDITION:** BUYER has personally inspected the property and has reviewed the information contained in any written disclosure statement provided by SELLER and BUYER agrees to accept the property "AS IS" in its present condition. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE OTHER THAN EXPRESS REPRESENTATIONS IN THIS AGREEMENT, ANY ADDENDUM(S) OR STATEMENTS CONTAINED IN ANY WRITTEN DISCLOSURE STATEMENT. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® LINESIDE IS DEEMED ACCURATE BUT IS NOT GUARANTEED OR WARRANTED.

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

18. **PROFESSIONAL ADVICE:** Broker advises BUYER to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction.

☐ BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreement form and to determine that the terms of this Agreement have been met.

Documents of transaction to be reviewed by:

Attorney Name: Delhi Township DDA Attorney Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Address: \_\_\_\_\_

OR

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

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

20. **HOME PROTECTION PLAN:** BUYER and SELLER have been informed that home protections plans may be available. Such plans may provide additional protection and benefit to the parties.

BUYER'S initials CB Date 2/1/22 SELLER'S initials JP Date 2/7/22 InstanteForms





# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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Property Address

21. **EARNEST MONEY DEPOSIT:** BUYER'S DEPOSIT: \$ 2,000.00 showing BUYER'S good faith will be deposited in escrow or trust account of Transnation Title (BROKER/TITLECOMPANY) under current regulations of the State of Michigan. This deposit will be applied as part of the purchase price. If this offer is not accepted, or title is not marketable, or insurable, or if the terms of purchase are contingent upon BUYER'S ability to obtain a new mortgage, or if sale is on land contract subject to its sale, or if there are any other contingencies in this Agreement which cannot be met, this deposit is to be refunded.

If BUYER or SELLER defaults, the other party may enforce this Agreement or may cancel it, and pursue his/her legal and/or equitable remedies. If the sale is not consummated, any release of the BUYER'S deposit will require an agreement signed by all parties to release the deposit. If no mutual agreement can be negotiated, the person holding the deposit may, upon 30 days written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction after deducting out-of-pocket costs and legal fees. Delivery to court will release the Brokers and the person holding the deposit from further liability concerning the deposit.

22. **LIMITATION:** BUYER and SELLER agree that any and all claims or lawsuits which they may have against the Listing Broker and its Agents and/or Selling Broker and its Agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. BUYER and SELLER waive any statute of limitations to the contrary.
23. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Agreement shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Home seller's/Homebuyer's Dispute Resolution System. If the parties cannot reach a binding agreement in Mediation, they have the right to use other legal remedies. BUYER acknowledges receipt of the brochure briefly describing the Mediation System.
24. **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.
25. **ASSIGNMENT:** BUYER will not assign this Agreement without the consent of SELLER.
26. **AGENCY DISCLOSURE:** THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED *THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS*.

THE SELLING BROKER/SALESPERSON IS ACTING AS (check one):

- ☐ AGENT OF THE SELLER  
☐ BUYER'S AGENT ☒ DUAL AGENT (with written, informed consent of both BUYER and SELLER)  
☐ OTHER: \_\_\_\_\_

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

29. **A. BUYER'S SIGNATURE:**

DATE: 2/1/22

Delhi Township Downtown Development Authority  
BUYER (Signature) BUYER (Signature)  
C. J. / for E. Director X  
Print Name Print Name

BUYER'S initials CSJ Date 2/1/22 SELLER'S initials VP Date 2/7/22

InstantForms



# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 7 of 8

2197 Cedar St

Holt, Mi 48842

Property Address

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

Received from above named BUYER earnest money deposit in the amount of \$ 2,000.00

in the form of ☐ Personal Check # \_\_\_\_\_ ☒ Other upon buyers board acceptance

Received By \_\_\_\_\_  
(REALTOR®)

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

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

DATE: \_\_\_\_\_

SELLER (Signature) _____	X	SELLER (Signature) _____
Print Name <u>KAREN E PERRY</u>	X	Print Name _____

30. SELLER'S RESPONSE: The offer is

☐ ACCEPTED AS WRITTEN

☐ REJECTED

☒ AMENDED AS FOLLOWS:

The seller has the right to remove any items and any fixtures from the home before possession is given to the buyer.

It is understood that the seller will have 90 days rent-free after the close with an additional 90 days occupancy at \$500 a month.

31. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

32. 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.

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

BUYER'S initials [Signature] / Date \_\_\_\_\_ SELLER'S initials [Signature] / Date \_\_\_\_\_

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# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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2197 Cedar St

Holt, Mi 48842

Property Address

34. SELLER'S SIGNATURE:

DATE: 2/7/22 ☐ a.m. ☐ p.m.

\_\_\_\_\_  
SELLER (Signature) X SELLER (Signature)  
\_\_\_\_\_  
Print Name X Print Name

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

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

REALTOR®: Ray Kruch REALTOR'S® TELEPHONE: 517-881-5871

SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

35. BUYER'S RECEIPT/RESPONSE:

If accepted by SELLER as written  
☐ Receipt is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER  
☒ Accepts SELLER'S counter offer. All other terms and conditions remain unchanged. BUYER acknowledges there will be a binding agreement between parties only when the SELLER signs paragraph 36 below.

☐ REJECTS.

Nelb Township Downtown Development DATE: \_\_\_\_\_ ☐ a.m. ☐ p.m.  
\_\_\_\_\_  
BUYER (Signature) X BUYER (Signature)

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

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

REALTOR®: Ray Kruch REALTOR'S® TELEPHONE: 517-881-5871

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

DATE: 2/7/22 ☐ a.m. ☐ p.m.

\_\_\_\_\_  
SELLER (Signature) X SELLER (Signature)

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