

**DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

**Meeting Location – Community Services Center**

**2074 Aurelius Road, Holt, MI**

**Tuesday, January 31, 2023**

**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 November 29, 2022**

**Regular Brownfield Meeting of November 29, 2022**

**Business**

1. Nomination and Election of 2023 DDA Board Officers
2. Resolution No. 2023-001: Purchase of 2221 Cedar Street and 2224 Aurelius Road
3. Reversion of 2361 Cedar Street
4. LED Sign Installation at 2150 Cedar Street

**Late Agenda Item**

5.

**Reports**

6. Executive Director
7. Deputy Director
8. Marketing Committee
9. Planning Commission
10. Supervisor
11. Treasurer
12. 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 NOVEMBER 29, 2022**

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The Downtown Development Authority met Tuesday, November 29, 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, John Hayhoe, David Leighton, Nanette Miller

**MEMBERS ABSENT:** Harry Ammon, Steven L. Marvin, Sally Rae

**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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**Craig moved, Fauser supported, to approve the regular meeting minutes of October 25, 2022.**

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

**MOTION CARRIED**

**INFORMATIONAL MEETING FOR TAXING JURISDICTIONS**

Pursuant to Recodified Tax Increment Financing Act 57 of 2018, an Informational Meeting was held for taxing jurisdictions. Deputy Director Underhill reviewed the report highlighting the activities during the second half of 2022. A copy of the report is included as Attachment A.

**BUSINESS**

**RESOLUTION NO. 2022-004: ADOPTING FISCAL YEAR 2023 DOWNTOWN DEVELOPMENT AUTHORITY BUDGETS**

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**Miller moved, Hayhoe supported, to adopt resolution No. 2022-004, a resolution adopting the Fiscal Year ending December 31, 2023 Delhi Charter Township Downtown Development Authority Budgets.**

A Roll Call Vote was recorded as follows:  
Ayes: Brown, Craig, Fauser, Hayhoe, Leighton, Miller  
Absent: Ammon, Marvin, Rae

**MOTION CARRIED**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 29, 2022**

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**REPORTS**

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**Executive Director**

Mr. Haas reported that the building permit for the second Esker Square building has been issued. The developer intends to have tenants in by February 2023 if the outstanding electrical components arrive in time. Framing will begin on building two and continue throughout the winter. Fish were delivered to Cedar Lake. The DDA thanks Total Firearms for the use of their lake access to accomplish this. Delhi Parks and Recreation and the DDA will likely add more fish in the future. 2197 Cedar Street was demolished in early November. An old well and half full septic tank were discovered during demolition. Additional costs were incurred to abate these issues, along with a large tree that had been damaged by high winds.

**Deputy Director**

Lori Underhill reported that an Open House will be held at Holt Farmers Market on Wednesday, November 30<sup>th</sup>, immediately following the Township Christmas Tree Lighting Ceremony. A final round of 2022 budget amendments will be prepared for action by the Township Board of Trustees at their December 20, 2022 meeting. Copies of the amendments will be included in the January DDA Board meeting packet. There is no December DDA Board meeting.

**Advertising & Marketing Committee**

As the Committee did not meet in November, there is no report.

**Planning Commission**

Ms. Craig reported that the Planning Commission met to approve the site plan for Phase 3 of the Redwood Living Center. An additional 107 units will be constructed. The Planning Commission is also working on amending the Future Land Use Map.

**Supervisor**

Mr. Hayhoe reported the Township Tree Lighting Ceremony will take place on Wednesday, November 30<sup>th</sup> at 6:30pm in Veterans Memorial Gardens.

**Treasurer**

In the absence of the Treasurer, Ms. Underhill reported that the total DDA cash and investments as of October 31, 2022, totaled \$6,743,410.00.

**Members**

None.

**Limited Comments**

None.

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 29, 2022**

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**ADJOURNMENT**

The meeting was adjourned at 7:18 p.m.

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Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL

**2022 Downtown Development Authority & Brownfield Redevelopment Authority Activities**

**Informational Meeting for Taxing Jurisdictions**

**Pursuant to Recodified Tax Increment Financing Act 57 of 2018**

**November 29, 2022, 7:00 p.m.**

- Back to Business Program utilizing American Rescue Plan Act (ARPA) funds was completed on May 31, 2022. Digital Marketing assistance was provided to 18 local businesses, including many women and/or minority owned businesses.
- Renovation work was completed at DDA owned property located at 2176 Cedar Street. El Burrito Mexicano restaurant opened for business in late October.
- Property located at 2197 Cedar Street purchased in spring 2022 was demolished in early November to make way for future redevelopment.
- Construction continues on Building 1 at Esker Square. The Brownfield Grant from the State of Michigan Department of Environment, Great Lakes & Energy was amended to include the environmental work required for Building 2. The total grant award is now \$499,000. Construction on Building 2 is expected to commence shortly. The Esker Square project will provide the Cedar Street Corridor with 90 apartments with first floor live/work units available.
- The Holt Farmers Market hosted 7 well attended Food Frenzy events this spring and summer. Food trucks and live entertainment brought thousands of Delhi Township residents and visitors to the Cedar Street corridor. Additional family friendly events are planned for 2023.
- The online Delhi Township Business Directory was revamped on the DDA website. The new directory is more user friendly, searchable, and provides a comprehensive list of all Township businesses.
- 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 HoltNow published highlighting local businesses. Continued expansion of social media outlets (Facebook, Twitter, and Instagram) highlight Township events and local businesses.

**DELHI CHARTER TOWNSHIP  
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 29, 2022**

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The Brownfield Redevelopment Authority met Tuesday, November 29, 2022 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:18 p.m.

**MEMBERS PRESENT:** Rick Brown, Rita Craig, Tim Fauser, John Hayhoe, David Leighton, Nanette Miller

**MEMBERS ABSENT:** Harry Ammon, Steven L. Marvin, Sally Rae

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

**PUBLIC COMMENT:** None

**Set/Adjust Agenda:** There were no changes to the agenda.

**APPROVAL OF MINUTES**

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**Miller moved, Craig supported, to approve the regular meeting minutes of October 25, 2022.**

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Ammon, Marvin, Rae

**MOTION CARRIED**

**BUSINESS**

**RESOLUTION NO. 2022-001: ADOPTING FISCAL YEAR 2023 BROWNFIELD REDEVELOPMENT AUTHORITY BUDGET**

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**Craig moved, Fauser supported, to adopt Resolution No. 2022-001, a resolution adopting the Fiscal Year ending December 31, 2023 Delhi Charter Township Brownfield Redevelopment Authority Budget and its subset, Local Brownfield Revolving Fund.**

A Roll Call Vote was recorded as:

Ayes: Brown, Craig, Fauser, Hayhoe, Leighton, Miller

Absent: Ammon, Marvin, Rae

**MOTION CARRIED**

**Limited Comments**

Ms. Underhill reported that Willoughby Estates (Brownfield Plan #6) was selected for verification by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division. Data verifying the tax increment revenue collected and reimbursed to developers is required to facilitate this process. Information is due to EGLE by December 12, 2022.

**DELHI CHARTER TOWNSHIP  
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 29, 2022**

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**ADJOURNMENT**

The meeting was adjourned at 7:28 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

January 23, 2023

To: Delhi Township DDA Board of Directors

From: C. Howard Haas, Executive Director

Re: Nomination and Election of 2023 DDA Officers

Each January the DDA Board nominates members to serve as officers for the year. I reached out to our current officers to confirm that they are each willing to continue serving in their respective capacities. I therefore offer the following motion:

**RECOMMENDED MOTION:**

**I move to nominate the following as DDA Officers for the calendar year 2023:**

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

January 23, 2023

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Resolution No. 2023-001: Purchase of 2221 Cedar Street and 2224 Aurelius Road

At our October 25, 2022 regular Board meeting, the DDA adopted Resolution No. 2022-003 for the purchase of real property located at 2221 Cedar Street and 2224 Aurelius Road in the amount of \$355,000.00. That sale did not proceed. Since that time, our office has been in negotiation with the owners to facilitate a purchase of the property. Counsel prepared the attached resolution and Commercial Purchase and Sale Agreement on our behalf. The purchase price is \$335,000.00. A majority of the stakeholders in SB, LLC have signed the Agreement.

I therefore offer the following motion:

**RECOMMENDED MOTION:**

**I move to adopt Resolution No. 2023-001, a resolution for the purchase of real property located at 2221 Cedar Street and 2224 Aurelius Road within the Charter Township of Delhi, Ingham County, Michigan from SB, 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. 2023-001**

**A RESOLUTION FOR THE PURCHASE OF REAL PROPERTY  
LOCATED AT 2221 CEDAR STREET (PARCEL IDENTIFICATION  
NO. 33-25-05-14-301-003) AND 2224 AURELIUS ROAD (PARCEL  
IDENTIFICATION NO. 33-25-05-14-301-002) WITHIN THE CHARTER  
TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN FROM SB, LLC**

At a regular meeting of the Delhi Charter Township Downtown Development Authority Board of Trustees (the "Board") held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on the 31st day of January, 2023.

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 2221 Cedar Street (Parcel Identification No. 33-25-05-14-301-003) and 2224 Aurelius Road (Parcel Identification No. 33-25-05-14-301-002) located within the Charter Township of Delhi, Ingham County, Michigan (the "Property") from SB, LLC; and

**WHEREAS**, the Board has determined that it is in the best interests of Delhi DDA to purchase the Property from SB, LLC for a total sum not to exceed Three Hundred Thirty-Five Thousand and 00/100 Dollars (\$335,000.00), subject to the terms and conditions contained in the Commercial Purchase and Sale Agreement (the "Purchase and Sale Agreement") attached hereto and made a part hereof as Exhibit "A"; and

**WHEREAS**, the Board desires to authorize and direct C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to purchase the Property from SB, LLC substantially in the form as Exhibit "A", to make any revisions to the Purchase and Agreement not inconsistent with this resolution, and to take any other action necessary to purchase the Property from SB, LLC upon the terms and conditions contained Purchase and Sale Agreement, subject to review and approval by legal counsel.

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

1. The Board has determined that it is in the best interests of Delhi DDA to purchase the Property from SB, LLC for a total sum not to exceed Three Hundred Thirty-Five Thousand and 00/100 Dollars (\$335,000.00), subject to the terms and conditions contained in the Purchase and Sale Agreement attached hereto and made a part hereof as Exhibit "A".

2. The Board desires to authorize and direct C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to purchase the Property from SB, LLC substantially in the form as Exhibit "A", to make any revisions to the Purchase and Sale Agreement not inconsistent with this resolution, and to take any other actions necessary to purchase the Property from SB, LLC upon the terms and conditions contained Purchase and Sale Agreement, subject to review and approval by legal counsel.

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

AYES:

NAYS:

ABSENT:

This Resolution is declared adopted this 31<sup>st</sup> day of January, 2023.

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Nanette Miller, Secretary

**EXHIBIT “A”**

*(See: Commercial Purchase and Sale Agreement, attached)*

## COMMERCIAL PURCHASE AND SALE AGREEMENT

This **COMMERCIAL PURCHASE AND SALE AGREEMENT** (the "Agreement") is made by and between SB, LLC, a Michigan limited liability company ("Seller"), whose address is 2211 Cedar Street, Holt, MI 48842, and Delhi Township DDA, a Michigan downtown development authority organized and operating pursuant to the Recodified Tax Increment Financing Act, PA 57 of 2018, MCL 125.4101, *et seq.*, as amended, on behalf of itself and/or an Entity to be Formed ("Purchaser"), whose address is 4410 Holt Rd, Holt, MI 48842, as of the Effective Date according to the following terms and conditions:

**1. PROPERTY DESCRIPTION.** Purchaser agrees to purchase and Seller agrees to sell the real properties located in the Township of Delhi, County of Ingham, Michigan described in Exhibit A and commonly known as 2221 Cedar Street, Holt, MI 48842 Parcel ID # 33-25-05-14-301-003 and 2224 Aurelius Road, Holt, MI 48842 Parcel ID# 33-25-05-14-301-002 together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements including fixtures on or about the property (the "Real Property"). Collectively, the Real Property and any Personal Property included in the Agreement shall be known as the "Property".

**2. PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Three Hundred Thirty-Five Thousand Dollars and No Cents (\$335,000.00).

**3. PAYMENT OF PURCHASE PRICE.** Purchaser shall pay the full Purchase Price, subject to adjustments and/prorations made under this Agreement, to Seller at closing by wire transfer of immediately available funds to the Title Company.

**4. EARNEST MONEY DEPOSIT.** Purchaser shall deposit with Transnation Title Agency at 1675 Watertower Place, Suite 200, East Lansing, MI 48823 (the "Title Company" or "Escrow Agent") Purchaser's earnest money deposit in the amount of Five Thousand Dollars and No Cents (\$5,000.00) (the "Deposit") within two (2) business days of the Effective Date. If Purchaser fails to timely deliver the Deposit, Purchaser shall be in default hereunder, and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be: i) refunded to Purchaser in the event this Agreement is terminated by Purchaser under the terms and conditions of this Agreement, ii) retained by Seller according to Section 20(b), or iii) applied to the Purchase Price at Closing.

a. Purchaser's Deposit. If the sale is not consummated, any release of the Deposit will require a Mutual Release of the Purchase and Sale Agreement signed by all parties. If no mutual agreement can be negotiated, the person holding the Deposit may, upon thirty (30) days written notice to all parties, transfer the Deposit by interpleader to a court of proper jurisdiction after deducting out-pocket costs and legal fees. Delivery to court will release the Brokers and the person holding the Deposit from further liability concerning the Deposit.

## **5. DUE DILIGENCE CONTINGENCY.**

a. Due Diligence Period. Purchaser shall have the right to conduct, at Purchaser's expense, a Due Diligence Study of the Property for a period beginning on the Effective Date and ending at 5:00 PM, Eastern Standard Time, sixty (60) days from the Effective Date (the "Due Diligence Period"). During the Due Diligence Period, Purchaser and its designated agents and/or representatives shall have the right to enter the Property upon reasonable notice to Seller for purposes of inspection, review, and non-destructive testing that Purchaser, in its sole discretion, deems reasonable and/or necessary. During the Due Diligence Period Purchaser may, also at Purchaser's expense, conduct environmental studies, of the Property and obtain a survey of the Property prepared to the specifications desired by Purchaser;

b. Termination. Should Purchaser determine that the Property is not satisfactory for any or no reason or Seller fails to provide written confirmation from Little Caesars as provided in Paragraph 5.f., below, then Purchaser may terminate this Agreement by providing written notice to Seller and Escrow

Agent prior to the end of the Due Diligence Period, and the Escrow Agent shall promptly refund the Deposit in full to Purchaser. It will be assumed that Purchaser waived its right to terminate the Agreement under this section and the transaction contemplated by this Agreement will proceed to Closing if Purchaser does not timely terminate this Agreement under this section;

c. Seller Documentation. Within three (3) days from the Effective Date, Seller will provide Purchaser with copies of all surveys, leases, written evidence of leases, environmental reports, studies, site plans, blueprints, and other documentation relating to the Property in possession or control of Seller;

d. Purchaser's Indemnity. To the extent permitted by law, Purchaser shall indemnify and hold Seller harmless from, and shall defend Seller against, any and all claims, losses, costs (including attorney's fees), damages, causes of action, suits and liability of every kind for injury to or death of persons or damage to property, including any fees, penalties, or fines related to or arising from activities conducted pursuant to section 5.a. above;

e. Survival. The obligations of Paragraph 5(d) shall survive the termination of this Agreement for any reason and shall survive closing; and

f. Leases. Seller represents to Purchaser that the only part of the Property subject to a lease is the building and related parking lot located on Parcel I.D. No. 33-25-05-14-301-003, which building and related parking lot is currently being occupied by Little Caesars on a verbal, month-to-month lease. Seller further represents to Purchaser that Little Caesars has paid to a security deposit for this lease. Within fifteen (15) days from the Effective Date, Seller shall obtain and provide to Purchaser written confirmation from Little Caesars that it is occupying the building and related parking lot on a verbal, month to month lease and has paid no security deposit. The Seller's representations contained in this Paragraph 5.f. shall survive the closing of this sale of the Property to Purchaser. All lease payments shall be prorated on a daily basis, with Seller being entitled to that part of the lease payment up to the date of closing and Purchaser being entitled to the lease payment from the date of closing and thereafter.

## **6. TITLE INSURANCE AND SURVEY.**

a. Title Insurance and Survey. Purchaser shall be entitled to obtain Owner's Policy of Title Insurance. Within ten (10) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an ALTA Owner's Policy of Title Insurance, without Standard Exceptions (the "Title Commitment"), from the Title Company and shall provide a copy of the same to Seller upon receipt. During the due diligence period, Purchaser may obtain an ALTA survey of the Property at Purchaser's cost. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. Prior to Closing, the Title Company shall deliver to Purchaser a pro forma "marked-up" Title Commitment satisfactory to Purchaser in its sole and absolute discretion. The Title Insurance Policy to be issued pursuant to the marked-up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements; and

b. Objections to Title and Survey. If Purchaser objects to any matters of title or survey and Purchaser chooses to notify Seller in writing of such objection(s) ("Objection Notice") before expiration of the Due Diligence Period, then Seller shall have thirty (30) days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within ten (10) days after receipt of such notice from Seller, either: i) terminate this Agreement and receive a full refund of the Deposit (subject only to those obligations which by their terms survive termination), or ii) waive Purchaser's title and survey objections and proceed to Closing subject to satisfaction or waiver of Purchaser's other pre-Closing

conditions. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

## **7. CLOSING AND CLOSING ADJUSTMENTS.**

a. Time and Method of Closing. Closing will take place no later than ten (10) days after the end of the Due Diligence Period ("Closing" or "Closing Date") at the offices of the Title Company or at any other location mutually agreeable to the parties provided that each party is entitled to separately sign and deliver closing documents to the Title Company;

b. Seller Closing Adjustments. At Closing, Seller shall pay: 1) any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) recorded against the Property, ii) owner's title insurance policy premium (but not the premium for endorsements ordered by Purchaser), iii) all state and county real estate transfer taxes, iv) all delinquent taxes and any assessments, including, but not limited to any special assessments which may have become a lien upon the land, v) prorations attributable to it, vi) any other outstanding obligations which, if unpaid, may become a lien against the Property, vii) one-half of the Title Company's closing fees and expenses, and viii) its attorney fees and costs and any other costs, fees, and/or expenses it has ordered, directed, or authorized;

c. Purchaser Closing Adjustments. At Closing, Purchaser shall pay: i) the premiums for any endorsements it requests to the owner's title insurance, ii) the cost of recording the Warranty Deed for the Property given to it by Seller, iii) costs, fees, and/or expenses it incurs in connection with its financing, iv) prorations attributable to it, v) one-half of the Title Company's closing fees and expenses, and vi) its attorney fees and costs and any other costs, fees, and/or expenses it has ordered, directed, or authorized;

d. Tax Prorations. Taxes shall be deemed to cover the Calendar Year in which the Taxes become a lien. Taxes which become a lien in years prior to the year of closing shall be paid by SELLER without pro-ration. Taxes which become a lien in the year of closing shall be prorated so that SELLER shall be charged with taxes from the first of the year to closing date and PURCHASER charged with taxes for the balance of year. If any bill for taxes pro-ratable hereunder is not yet issued, the current taxable value and tax rate shall be substituted, therefore, and used in pro-ration hereunder;

e. Costs of Water and Sewerage. The parties agree that water and sewerage costs shall not be prorated at Closing and the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing;

f. Seller's Closing Deliveries Seller shall execute and deliver the Warranty Deed (which shall convey fee simple title to the Property, subject to easements, restrictions, and rights of way of record, all matters revealed in Schedule B II of the Owner's Title Insurance Commitment referenced in section 6.a. above, all matters that would be revealed by a physical inspection and accurate survey of the Real Property, and the lien of real estate taxes and assessments not yet due or payable [all of the above being the "Permitted Exceptions"], keys to any buildings on the real estate, closing statement, standard title company owner's affidavit or all other usual and customary closing documents necessary or appropriate to consummate the sale, the Bill of Sale attached as Exhibit B to this Agreement; and

g. Purchaser's Closing Deliveries. At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary closing documents necessary or appropriate to consummate the sale.

**8. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants, represents and covenants to Purchaser, as follows:

a. Authority. Seller: (i) is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state (ii) has the authority and



power to enter into this Agreement and to consummate the transactions contemplated herein, and (iii) will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement upon its execution. Before Closing, Seller shall provide the Title Company with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated by this Agreement;

b. Title. Seller owns the Property in fee simple subject to all matters of records. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld;

c. Conflicts. The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by this Agreement, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound;

d. Litigation. There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title to it. Seller shall promptly notify Purchaser if Seller receives notice or learns of any change relating to this representation prior to the Closing;

e. No Violations. To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property. Seller shall promptly notify Purchaser if Seller receives notice or learns of any change relating to this representation prior to the Closing;

f. Foreign Ownership. Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant to it, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing; and

g. Construction Liens. Seller is not and will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

**9. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Purchaser warrants, represents and covenants to Seller, as follows:

a. Authority. Purchaser: (i) is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state, (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated by this Agreement, and (iii) will be legally obligated to Seller in accordance with the terms and provisions of this Agreement upon its execution. Before Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated by this Agreement; and

b. Conflicts. The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by this Agreement, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

**10. DAMAGE OR LOSS TO PROPERTY AND SELLER'S OBLIGATION TO MAINTAIN PROPERTY.**

a. Damage or Loss to Property. If between the Effective Date of this Agreement and the Closing, all or any part of the Property is damaged by fire or natural elements or other causes or all or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within (15) days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit (subject only to those obligations which by their terms survive termination). If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing; and

b. Seller's Obligation to Maintain Property. Between the Effective Date of this Agreement and the Closing, Seller shall maintain the Property in the manner it has done so prior to the Effective Date.

**11. AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property upon which Purchaser may rely except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property "As Is", "Where Is", and with all defects.

**12. SECTION 1031 TAX-DEFERRED EXCHANGES.** At Seller's request Purchaser shall cooperate and reasonably assist Seller in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, provided, however, that, Purchaser shall not be required to (i) incur any additional costs or expenses, (ii) take legal title to additional real property, or (iii) agree to delay the Closing.

**13. NOTICES.**

a. Form of Notice. All notices from one party to the other pertaining to this Agreement shall be given in written form. Notices not made in writing will not be effective;

b. Method of Delivery of Notices. If notices are to be given to Purchaser, Seller, or Title Agent they shall i) either be personally delivered, ii) be sent by overnight express mail by a nationally recognized courier (e.g. Federal Express, UPS, etc.), or iii) be mailed by certified or registered United States mail, postage prepaid, return receipt requested addressed to the party receiving the notice;

c. Effectiveness of Notices. All notices shall be effective as of the date they are postmarked or when delivered to a nationally recognized carrier provided they are directed to:

*To Purchaser:* Delhi Charter Township DDA  
Attn: C. Howard Haas, Executive Director  
4470 Holt Road  
Holt, Michigan 48842

*To Seller:* SB, LLC  
Attn: \_\_\_\_\_  
Tim Sabrosky- RE/MAX Okemos  
2419 Science Parkway  
Okemos MI 48864

*Copied to:* Thrun Law Firm, P.C.  
Attn: Gordon W. VanWieren, Esq  
2900 West Road, Suite 400  
East Lansing, Michigan 48823

*Copied to:* The Miller Group  
Berkshire Hathaway Home Services  
Attn: Kelly Miller  
1400 Abbott Road, Suite 200  
East Lansing, Michigan 48823

**14. ADDITIONAL ASSURANCES.** The parties agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transaction contemplated by this Agreement.

**15. ENTIRE AGREEMENT.** This Agreement and the exhibits to it contain the entire agreement of the parties with respect to the sale of the Property which shall become a binding and enforceable agreement among the parties upon the full and complete execution and delivery of this Agreement. All contemporaneous or prior oral and written negotiations, understanding, and/or agreements have been merged into this Agreement.

**16. CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles, except that the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement since the language of this Agreement is the product of negotiation between the parties.

**17. AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the parties.

**18. EFFECTIVE DATE.** For purposes of this Agreement, the "Effective Date" shall mean the date on which the last party signs this Agreement;

**19. BROKER.**

a. **Brokers Involved.** Purchaser and Seller each acknowledge that the real estate agent Kelly Miller with BHHS Tomie Raines Realtors is acting on behalf of Purchaser and Tim Sabrosky of ReMax represents the Seller. Seller agrees to pay the real estate brokers involved in this transaction a brokerage fee of six percent (6%) of the Purchase Price split 50/50 at Closing. The parties acknowledge that other than the parties' real estate agents disclosed by this Agreement, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties each hereby, and by closing shall be deemed to, waive and release such claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents; and

b. **Broker's Environmental Disclosure.** The parties agree that each broker and real estate agent shall disclose any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection. Upon disclosure by such broker and/or real estate agent the parties release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the Property, and expressly waive any

claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with this paragraph.

**20. DEFAULT.**

a. **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform under this Agreement, Purchaser shall as its sole remedy elect to either: (i) specifically enforce the Agreement; or (ii) demand and be entitled to an immediate refund of the Deposit as well as reimbursement for all out-of-pocket expenses incurred in relation to this Commercial Purchase Agreement, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination; and

b. **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default or failure to perform under this Agreement, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. In connection with this, the parties acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating to this Agreement. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform under this Agreement by Purchaser, is in addition to any liability of Purchaser with respect to existing repair and indemnity obligations in Paragraph 5(d) which are intended to survive termination of this Agreement.

**21. WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall neither be deemed a waiver by either party of any of its rights under this Agreement nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

**22. DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

**23. FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

**24. SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part of this Agreement.

**25. SUCCESSORS AND ASSIGNS.** This Agreement shall bind and benefit the parties and their respective representatives, successors and assigns. Purchaser may not assign its interest in this Agreement without the prior written consent of Seller.

**26. RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

**27. NO RECORDING.** Neither this Agreement nor a memorandum of it shall be recorded by either party or any of their agents and/or representatives

**28. ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement.

**29. EXECUTION.** This Agreement may be executed in any number of counterparts, each being deemed an original which, when taken together, will constitute the Agreement. An electronic signature shall have the same force and effect as an original signature.

**PURCHASER: Delhi Charter Township DDA,  
Michigan downtown development authority,  
on Behalf of Itself and/or an Entity to be Formed**

**SELLER: SB, LLC, a Michigan limited a  
liability company**

\_\_\_\_\_  
By: C. Howard Haas  
Its: Executive Director

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 202\_\_

Dated: \_\_\_\_\_, 202\_\_

**THIS IS THE END OF THE COMMERCIAL PURCHASE AND SALE AGREEMENT  
ONLY EXHIBIT A REMAINS**

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**EXHIBIT A**  
**LEGAL DESCRIPTION and OUTLINE of PROPOSED PROPERTIES**

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Two properties situated in the Township of Delhi, County of Ingham, and State of Michigan which are legally described as:

Parcel Id. No.:33-25-05-14-301-002

Commonly known as: 2224 Aurelius Road, Holt, MI 48842

Legal Description:

(DP 2639-2) BEG AT NW COR OF LOT 2 SUPERVISOR'S PLAT NO 5 OF DELHI- E'LY 100 FT- S'LY AT RT ANGLES 70 FT- S 82 DEG 11' W 110.11 FT TO E LINE OF AURELIUS RD - N 70 FT TO BEG SUPERVISOR'S PLAT NO 5 OF DELHI





Parcel ID#: 33-25-05-14-301-003

Commonly known as: 2221 Cedar Street, Holt, MI 48842

Legal Description:

(DP 2639-1) PT OF LOT 2, BEG AT NE COR OF LOT 2, TH W'LY ON N LN OF SD LOT 112 FT, TH S'LY AT RT ANGLES 80 FT, TH E'LY PLL W/ SD N LN 157 FT TO W'LY LN OF CEDAR ST, TH N'LY 91 FT TO BEG, SUPERVISOR'S PLAT NO 5 OF DELHI.





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

January 23, 2023

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Reversion of 2361 Cedar Street

In 2016, the DDA purchased property located 2361 Cedar Street. We conducted environmental assessments which indicated contamination on the site. The building was subsequently demolished.

At the special meeting held on December 18, 2018, the DDA adopted Resolution No. 2016-006 for the sale of this property to 2361 Cedar Street LLC. In Clause 14 of the Purchase Agreement, Exhibit A to Resolution No. 2018-006, a Deed Restriction was agreed to by both parties. This Deed Restriction states that:

The Purchaser agrees that upon acquiring the Property, it must commence construction of a new building on the Property within 1 year of the date of the warranty deed and complete construction within 18 months after commencement. These time limitations may be extended by mutual agreement of the Seller and Purchaser. The Purchaser shall not be entitled to place any liens or other encumbrances on the Property. In the event that the construction on the Property does not commence or become completed within these respective timeframes or in the event any lien or encumbrance is placed on the Property, then the Property shall revert to the Seller, and the surviving provisions contained in the Purchase Agreement, dated December 20, 2018, shall terminate in entirety. In addition, the Purchaser, its successors and assigns shall forfeit all rights to the Property and any improvements thereon. Seller shall, however, upon such an occurrence, reimburse Purchaser the \$45,000.00 purchase price. At closing, the deed required in Paragraph 12 shall include the aforementioned reversionary language, which shall be binding upon the Purchaser, its successors and assigns.

As construction has not commenced in the time allotted by the Purchase Agreement, the DDA is exercising its right to receive the property back from 2361 Cedar Street LLC. The DDA will reimburse 2361 Cedar Street LLC \$45,000.00 per the Agreement. Upon receipt of the Deed, the DDA will once again own the real property located at 2361 Cedar Street. DDA counsel Gordon Van Wieren, Thurn Law Firm, P.C. will attend our January meeting to discuss this matter with the Board.

**Recommended Motion: I move to reimburse 2361 Cedar Street LLC in the amount of \$45,000.00, per the Purchase Agreement dated December 20, 2018.**



**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION NO. 2018-006**

**A RESOLUTION FOR THE SALE OF REAL PROPERTY  
LOCATED AT 2361 CEDAR STREET WITHIN THE CHARTER  
TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN TO 2361 CEDAR  
STREET LLC, A MICHIGAN LIMITED LIABILITY COMPANY**

At a special meeting of the Delhi Charter Township Downtown Development Authority (the "Board") held at the Holt Community Center, 4410 Holt Road, Holt, Michigan 48842 on the 18<sup>th</sup> day of December, 2018.

PRESENT: Kim Cosgrove, David Leighton, Steven L. Marvin, Nanette Miller,  
Tonia Olson

ABSENT: Harry Ammon, Tim Fauser, John Hayhoe, Sally Rae

The following Preamble and Resolution were offered by Olson and supported by Miller.

**WHEREAS**, the Delhi Charter Township Downtown Development Authority (the "Delhi DDA") owns real property located at 2361 Cedar Street within the Township of Delhi, Ingham County, Michigan (the "Cedar Street Property"); and

**WHEREAS**, the Delhi DDA received an offer from 2361 Cedar Street LLC, a Michigan limited liability company ("2361 Cedar Street LLC"), to purchase the Cedar Street Property; and

**WHEREAS**, the Board has determined the 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 Cedar Street Property to 2361 Cedar Street LLC and to enter into a Purchase Agreement, a copy of which is attached hereto and made a part hereof as Attachment "1" (the "Purchase Agreement"); and

**WHEREAS**, the Board desires to authorize and direct C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to execute the Purchase Agreement and to take any other action necessary to sell the Cedar Street Property to 2361 Cedar Street LLC, subject to review and approval by the Delhi DDA's legal counsel.

NOW, THEFORE, 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 Cedar Street Property to 2361 Cedar Street LLC, 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: Cosgrove, Leighton, Marvin, Miller, Olson

NAYS: None

ABSENT: Ammon, Fauser, Hayhoe, Rae

This Resolution is declared adopted this 18<sup>th</sup> day of December, 2018.

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

## PURCHASE AGREEMENT

This Agreement is entered into this 20<sup>th</sup> day of December, 2018 (the "Effective Date"), by and between the Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority, organized and operating under the provisions of the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the "Seller") and 2361 Cedar St LLC, a Michigan limited liability company, whose address is 4625 Willoughby Road, Suite 6, Holt, Michigan 48842 (the "Purchaser"), for the transfer by the Seller to the Purchaser of real property located at 2361 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan, legally described as follows:

PART OF NE 1/4 OF SEC 15 T3N R2W & PART OF LOT 10 STERLING FARMS DESC AS BEG AT NE COR OF LOT 11 STERLING FARMS - S89D 43' 37"E 10 FT ALNG N LN OF STERLING FARMS - S00D 38' 28"W 11.85 FT - S89D 14' 17"E 94.96 FT ALNG N LN OF S 220 FT OF SD LOT 10 - N00D 25' 16"E 12.66 FT ALNG E LN OF SD LOT 10 - N89D 43' 37"E 87.08 FT ALNG SD N LN - N14D 39' 29"E 23.03 FT - N45D 30' 10"E 81.03 FT - NW'LY 106.36 FT ALNG ARC OF 5668.72 FT RAD CURVE TO RT CHD BRGN42D 43'W 106.36 FT ALNG W'LY R/W LN OF CEDAR ST - S71/D 51' 36"W 192.1 FT - S00D 32' 43"W 96.5 FT TO POB .69 A

Property Identification No. 33-25-05-15-253-019

(hereinafter the "Property"), upon the following terms and conditions:

1. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the Property and, if any, all buildings, improvements, easements and all other interests and rights of the Seller which are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in 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 Forty-Five Thousand and 00/100 Dollars (\$45,000.00). The entire purchase price shall be paid in certified funds by the Purchaser to the Seller at closing.
3. Deposit. The Seller and the Purchaser acknowledge that at the time they executed this Agreement, the Seller received a non-refundable deposit from the Purchaser in the amount of One Thousand and 00/100 Dollars (\$1,000.00). At closing, the deposit amount shall be credited to the purchase price. Except for a default by the Seller, if the Purchaser does not purchase the Property, the deposit amount shall be retained by the Seller.
4. Closing. Closing of the sale described herein shall take place at the office of the title company that provides the title commitment as required in Paragraph 11, herein, which closing shall occur within sixty (60) days from the effective date of this Agreement or on such other date as the Parties agree in writing.
5. Inspections, Surveys and Other Evaluations, etc. The Purchaser, its agents, representatives and/or independent contractors may within sixty (60) days of the Effective Date of this

Agreement (the "Due Diligence Period") enter upon the Property for the purposes of making any and all surveys, appraisals, explorations, soil tests, and other inspections at the Purchaser's sole expense. If the Purchaser is not satisfied with the condition of the Property and notifies the Seller, in writing, during the Due Diligence Period, this Agreement shall terminate and neither party shall have further liability or responsibility hereunder. Otherwise, the Purchaser shall purchase the Property.

6. Property Taxes. The Seller shall pay all real property taxes, if any, which are billed prior to January 1, 2020. The Purchaser shall be responsible for all real property taxes billed thereafter.

7. Disclaimer of Warranties. AT CLOSING, THE PURCHASER WILL CONFIRM IN WRITING THAT IT HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS. EXCEPT FOR THE WARRANTIES CONTAINED IN PARAGRAPH 12, HEREIN, CONCERNING THE STATUS OF TITLE OF THE PROPERTY, THE SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE PROPERTY.

8. Environmental Matters. In accordance with MCL 324.20116, the Seller discloses to the Purchaser that contamination containing tetrachloroethene exists in groundwater and that the Property is a "facility" as that term is defined in Section 20101 of 1994 PA 451, as amended. The Seller further discloses, and the Purchaser acknowledges, that Seller has supplied Purchaser with a copy of a baseline environmental assessment. Upon information and belief, other contamination may still exist in the soils and/or groundwater. Notwithstanding the foregoing, it is the intention and agreement of the Seller and the Purchaser that following conveyance of the Property to the Purchaser, the Seller 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 Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and the Purchaser agree, if a conveyance of the Property occurs:

(a) The Purchaser shall, at its sole expense, be responsible for and pay the cost of, any and all environmental assessments and remedial actions, 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 Purchaser shall, at its sole expense, be 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 Purchaser further agrees that it shall, at its expense, defend against any claims asserted by third parties, including (not by way of limitation) Purchaser's employees and members of the general public, by reason of exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of 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 Purchaser.

(d) The Purchaser shall waive any claim of any type or nature against the Seller, Delhi Charter Township, and their successors and assigns, and shall not look to the Seller, Delhi Charter Township, or their successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by the Purchaser pursuant to subparagraphs (a), (b) and (c) above, by reason of a release or threatened release of hazardous waste (as above defined), hazardous substances as defined in Section 20101 of 1994 PA 451, as amended, or regulated substances as defined by Section 21303 of 1994 PA 451, as amended, or which may be assessed as response costs, investigative costs, or natural resource or other damages by any governmental agency or other third party, whether such right be pursuant to common law or by statute.

(e) The Purchaser hereby agrees to indemnify and save harmless the Seller, Delhi Charter Township, their successors and assigns from any and all damages, judgments, administrative orders, fines, civil and criminal penalties including, not by way of limitation, all reasonable attorneys' fees incurred by the Seller in defending against such claims or in enforcing this subparagraph (e) or any other provisions of this Paragraph 8 which the Seller may incur or be subject to by reason of the Purchaser's failure to perform promptly and adequately their obligations under 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.

(f) The Seller shall promptly notify the Purchaser in reasonable detail of any claim, demand, action or proceeding for which indemnification will be sought under this Agreement. Likewise, the Purchaser shall promptly notify the Seller in reasonable detail of any claim, demand, action or proceeding against the Purchaser for which the Seller would be entitled to indemnification under this Agreement. The Seller shall have the right to participate, at the Purchaser's expense, with respect to any claim, demand, action or proceeding. In connection with any such claim, demand, action or proceeding, the Seller and the Purchaser shall cooperate with each other and provide each other with access to relevant books and records in their possession and the Purchaser shall provide the Seller with reasonable access to the Property.

(g) The provisions of this Paragraph 8 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 provision shall not affect the enforceability of the remaining provisions.

(h) This Paragraph 8 shall inure to the benefit and be binding upon the Purchaser, its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchaser.

(i) The provisions of subparagraphs (a) through (h), above, shall, at the closing, be placed in the form referenced in Attachment "1", attached, signed and acknowledged by the Purchaser and the Seller and then recorded by the Seller, at its expense, with the Ingham County, Michigan Register of Deeds.

9. Attorney's Opinion. The Purchaser acknowledges that the Seller has recommended that the Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before the closing.

10. Special Assessments. All outstanding special assessments, including without limitation drain assessments, which are or may become due on the Property shall be paid by the Purchaser.

11. Title Insurance. An Owner's Policy of Title Insurance in the amount of the purchase price will be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in buyer, including a real estate tax status report, will be made available for buyer's inspection prior to closing. If Buyer objects to any item on the commitment, Seller will have 28 days after receiving written notice to remedy the claimed defects. After 28 days, Seller will refund the deposit in full termination of the contract if unable to cure title defects.

12. Warranty Deed. At the closing the Seller shall deliver to the Purchaser a warranty deed. The form of the deed is attached as Attachment "2". 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) recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
- (c) recorded and existing restrictions, if any;
- (d) recorded and existing utility or roadway easements and rights-of-way;
- (e) all encroachments, encumbrances, and other defects that would have disclosed if the Purchaser would have obtained an ATLA/ACSM Land Title Survey; and
- (f) all other rights, restrictions, reservations, easements and other matters of record disclosed in the commitment for title insurance mentioned in Paragraph 11, herein.

13. Drainage Facilities Maintenance. The Seller discloses to the Purchaser that the Property is subject to the Drainage Facilities Maintenance Agreement, which was entered into with the Ingham County Drain Commission on behalf of the DIEHL Consolidated Drain Drainage District, dated May 23, 2005, and recorded June 1, 2005 at Liber 3167, Page 811 of the Ingham County, Michigan Register of Deeds (the "Drainage Agreement"). Accordingly, the Purchaser shall be solely responsible for compliance with the terms and conditions contained in the Drainage Agreement, including without limitation the operation and maintenance of the drainage system facilities for the Property as described therein.

14. Deed Restriction. The Purchaser agrees that upon acquiring the Property, it must commence construction of a new building on the Property within 1 year of the date of the warranty deed and complete construction within 18 months after commencement. These time limitations may be extended by mutual agreement of the Seller and Purchaser. The Purchaser shall not be entitled to place any liens or other encumbrances on the Property. In the event that the construction on the Property does not commence or become completed within these respective timeframes or in the event any lien or encumbrance is placed on the Property, then the Property shall revert to the Seller, and the

surviving provisions contained in the Purchase Agreement, dated December 20, 2018, shall terminate in entirety. In addition, the Purchaser, its successors and assigns shall forfeit all rights to the Property and any improvements thereon. Seller shall, however, upon such an occurrence, reimburse Purchaser the \$45,000.00 purchase price. At closing, the deed required in Paragraph 12 shall include the aforementioned reversionary language, which shall be binding upon the Purchaser, its successors and assigns.

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

16. Closing Costs. The Seller shall pay for transfer tax, fees for preparing the warranty deed, taxes, and any attorney's opinion and/or services on behalf of the Seller. The Purchaser shall pay the cost of fees for recording the warranty deed, survey, preparation, and filing of a Property transfer affidavit, if any, any attorney's opinion and/or services on behalf of the Purchaser, inspection costs, environmental reports, and appraisal fees. In addition, each party shall pay one-half (1/2) of the closing fee, if any, which may be imposed by the title company for assisting the parties in closing this transaction.

17. 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.

18. Breach. In the event of a party's breach of a provision of this Agreement, the non-breaching party may pursue its legal and equitable remedies. The Purchaser or the Seller may nevertheless waive one or more conditions, the fulfillment of which are conditions precedent to their performance, without prejudice to their right subsequently to assert other conditions or to make a claim against the other party with respect to any breach of the representations or warranties made by that party.

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. None of the prior and contemporaneous negotiations, preliminary drafts or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. 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 named above.

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.

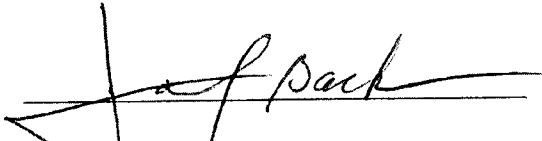
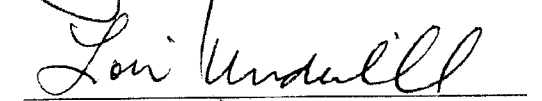
23. Effective Date. This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.

24. Counterpart Signatures. 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.

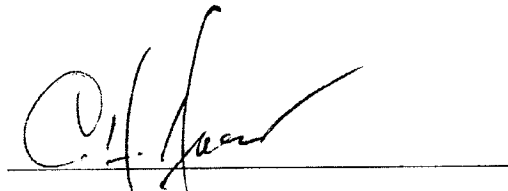
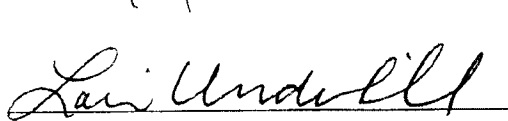
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



**WITNESSES:**

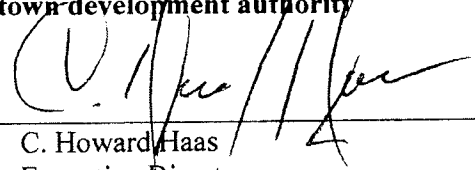
  
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**WITNESSES:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

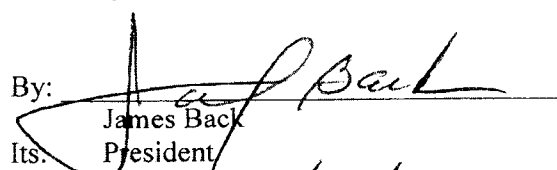
**SELLER:**

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

By:   
\_\_\_\_\_  
C. Howard Haas  
Its: Executive Director  
Dated: 12/20/18

**PURCHASER:**

**2361 CEDAR ST, LLC,  
a Michigan limited liability company**

By:   
\_\_\_\_\_  
James Back  
Its: President  
Dated: 12/20/18

## TRANSFER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Agreement is entered into this 13 day of February, 2019 between Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority, organized and operating under the provisions of the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the "Seller") and 2361 Cedar St, LLC, a Michigan limited liability company, whose address is 4625 Willoughby Road, Suite 6, Holt, Michigan 48842 (the "Purchaser"). In accordance with MCL 324.20116, the Seller discloses to the Purchaser that contamination containing tetrachloroethene exists in groundwater and that the Property is a "facility" as that term is defined in Section 20101 of 1994 PA 451, as amended. The Seller further discloses, and the Purchaser acknowledges, that Seller has supplied Purchaser with a copy of a baseline environmental assessment. Upon information and belief, other contamination may still exist in the soils and/or groundwater. Notwithstanding the foregoing, it is the intention and agreement of the Seller and the Purchaser that following conveyance of the property, which legal description is attached hereto as Exhibit "A" (the "Property") to the Purchaser, the Seller 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 Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and the Purchaser agree:

(a) The Purchaser shall, at its sole expense, be responsible for and pay the cost of, any and all environmental assessments and remedial actions, 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 Purchaser shall, at its sole expense, be 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 Purchaser further agrees that it shall, at its expense, defend against any claims asserted by third parties, including (not by way of limitation) the Purchaser's employees and members of the general public, by reason of exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of 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 Purchaser.

(d) The Purchaser shall waive any claim of any type or nature against the Seller and their successors and assigns, and shall not look to the Seller or their successors or assigns, for any reimbursement,

apportionment, or contribution with respect to the liability assumed, and expenditures incurred by the Purchaser pursuant to subparagraphs (a), (b) and (c) above, by reason of a release or threatened release of hazardous waste (as above defined), hazardous substances as defined in Section 20101 of 1994 PA 451, as amended, or regulated substances as defined by Section 21303 of 1994 PA 451, as amended, or which may be assessed as response costs, investigative costs, or natural resource or other damages by any governmental agency or other third party, whether such right be pursuant to common law or by statute.

(e) The Purchaser hereby agrees to indemnify and save harmless the Seller, its successors and assigns from any and all damages, judgments, administrative orders, fines, civil and criminal penalties including, not by way of limitation, all reasonable attorneys' fees incurred by the Seller in defending against such claims or in enforcing this subparagraph (e) or any other provisions of this Agreement which the Seller may incur or be subject to by reason of the Purchaser's failure to perform promptly and adequately their obligations under 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.

(f) The Seller shall promptly notify the Purchaser in reasonable detail of any claim, demand, action or proceeding for which indemnification will be sought under this Agreement. Likewise, the Purchaser shall promptly notify the Seller in reasonable detail of any claim, demand, action or proceeding against the Purchaser for which the Seller would be entitled to indemnification under this Agreement. The Seller shall have the right to participate, at the Purchaser's expense, with respect to any claim, demand, action or proceeding. In connection with any such claim, demand, action or proceeding, the Seller and the Purchaser shall cooperate with each other and provide each other with access to relevant books and records in their possession and the Purchaser shall provide the Seller with reasonable access to the Property.

(g) 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 provision shall not affect the enforceability of the remaining provisions.

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

***[SIGNATURES APPEAR ON FOLLOWING PAGE]***

**SELLER:**

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

Dated: 2/13/19

By: [Signature]

C. Howard Haas

Its: Executive Director

Acknowledged before me in Ingham County, Michigan, this \_\_\_\_ day of February, 2019, by C. Howard Haas, Executive Director, Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority.

**KATHY GRUHN**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires April 5, 2019  
Acting in the County of Ingham

[Signature] (signature)  
\_\_\_\_ (printed)  
Notary Public, State of Michigan, County of \_\_\_\_  
My Commission Expires: \_\_\_\_  
Acting in the County of \_\_\_\_

**PURCHASER:**

**2361 CEDAR ST, LLC,  
a Michigan limited liability company**

Dated: 2/13/19

By: [Signature]

James Back

Its: President

Acknowledged before me in Ingham County, Michigan, this \_\_\_\_ day of February, 2019, by James Back, President, 2361 Cedar St, LLC, a Michigan limited liability company.

**KATHY GRUHN**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires April 5, 2019  
Acting in the County of Ingham

[Signature] (signature)  
\_\_\_\_ (printed)  
Notary Public, State of Michigan, County of \_\_\_\_  
My Commission Expires: \_\_\_\_  
Acting in the County of \_\_\_\_

Prepared by and when recorded return to:

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

**EXHIBIT "A"**

Real property located at 2361 Cedar Street within the Charter Township of Delhi, Ingham County Michigan, legally described as follows:

PART OF NE 1/4 OF SEC 15 T3N R2W & PART OF LOT 10 STERLING FARMS DESC AS BEG AT NE COR OF LOT 11 STERLING FARMS - S89D 43' 37"E 10 FT ALNG N LN OF STERLING FARMS - S00D 38' 28"W 11.85 FT - S89D 14' 17"E 94.96 FT ALNG N LN OF S 220 FT OF SD LOT 10 - N00D 25' 16"E 12.66 FT ALNG E LN OF SD LOT 10 - N89D 43' 37"E 87.08 FT ALNG SD N LN - N14D 39' 29"E 23.03 FT - N45D 30' 10"E 81.03 FT - NW'LY 106.36 FT ALNG ARC OF 5668.72 FT RAD CURVE TO RT CHD BRGN42D 43'W 106.36 FT ALNG W'LY R/W LN OF CEDAR ST - S71/D 51' 36"W 192.1 FT - S00D 32' 43"W 96.5 FT TO POB. .69 A

Property Identification No. 33-25-05-15-253-019

## WARRANTY DEED

Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority, organized and operating under the provisions of the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the "Grantor"), conveys and warrants to 2361 Cedar St, LLC, a Michigan limited liability company, whose address is 4625 Willoughby Road, Suite 6, Holt, Michigan 48842 (the "Grantee"), the following described real property located at 2361 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan, legally described as follows:

PART OF NE 1/4 OF SEC 15 T3N R2W & PART OF LOT 10 STERLING FARMS DESC AS BEG AT NE COR OF LOT 11 STERLING FARMS - S89D 43' 37"E 10 FT ALNG N LN OF STERLING FARMS - S00D 38' 28"W 11.85 FT - S89D 14' 17"E 94.96 FT ALNG N LN OF S 220 FT OF SD LOT 10 - N00D 25' 16"E 12.66 FT ALNG E LN OF SD LOT 10 - N89D 43' 37"E 87.08 FT ALNG SD N LN - N14D 39' 29"E 23.03 FT - N45D 30' 10"E 81.03 FT - NW'LY 106.36 FT ALNG ARC OF 5668.72 FT RAD CURVE TO RT CHD BRGN42D 43'W 106.36 FT ALNG W'LY R/W LN OF CEDAR ST - S71/D 51' 36"W 192.1 FT - S00D 32' 43"W 96.5 FT TO POB. .69 A

Property Identification No. 33-25-05-15-253-019 (the "Property")

for the consideration of Forty-Five Thousand and 00/100 Dollars (\$45,000.00).

This conveyance is subject to:

- (a) building and zoning laws, ordinances and regulations;
- (b) unrecorded and recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
- (c) unrecorded and recorded and existing restrictions, if any;
- (d) unrecorded and recorded and existing encroachments, utility or roadway easements and rights-of-way;
- (e) all encroachments, encumbrances, and other defects that would have disclosed if the Grantee would have obtained an ATLA/ACSM Land Title Survey; and
- (f) all other rights, restrictions, reservations, easements and other matters of record disclosed in the Commitment for Title insurance issued by Transnation Title Company, File No. 161964LANS with an issue date of November 30, 2018, at 8:00 a.m.

The Grantee must commence construction of a new building on the Property within one (1) year of the date of this Warranty Deed and complete construction within eighteen (18) months after commencement. These time limitations may be extended by mutual agreement of the Grantor and the Grantee. The Grantee shall not be entitled to place any liens or other encumbrances on the Property. In the event that the construction on the Property does not commence or become completed within these respective timeframes or in the event any lien or encumbrance is placed on the Property, then the Property shall revert to the Grantor, and the surviving provisions contained in the Purchase Agreement, dated December 20, 2018, shall terminate in entirety. In addition, the Grantee, its successors and assigns shall forfeit all rights to the Property and any improvements thereon.

The Grantor grants to the Grantee 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 deed is exempt from transfer tax pursuant to Section 5(h)(i) of Public Act 134 of 1966, MCL 207.505(h)(i), as amended, and Section 6(h)(i) of Public Act 330 of 1993, MCL 207.526(h)(i), as amended.

**GRANTOR:**

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

Dated: 2/13/19

By: [Signature]  
C. Howard Haas  
Its: Executive Director

Acknowledged by me in Ingham County, Michigan, this 13<sup>th</sup> day of February, 2019, by C. Howard Haas, Executive Director, Charter Township of Delhi Downtown Development Authority, a Michigan downtown development authority.

**KATHY GRUHN**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires: April 5, 2019  
Acting in the County of Ingham

[Signature] (signature)  
Kathy Gruhn (printed)  
Notary Public, Ingham County, Michigan  
My Commission Expires: 4-5-2019  
Acting in the County of Ingham

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



**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)

[dda@delhitownship.com](mailto:dda@delhitownship.com)

January 23, 2023

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Installation of LED Sign at 2150 Cedar Street

Farmers Market Manager Chuck Grinnell solicited proposals for the installation of an LED sign at 2150 Cedar Street. Attached is a proposal from Johnson Sign Co. for the same. It was the only proposal that was returned. The cost of the sign was included in the budget for 2023.

**Recommended Motion:**

**I move to approve the proposal from Johnson Sign Co. for the installation of an LED sign for 2150 Cedar Street in the amount of \$29,900.00.**





## JOHNSON SIGN CO.

JACKSON • 2240 Lansing Ave, Jackson, MI 49202  
LANSING • 2900 Alpha Access St, Lansing, MI 48910  
YPSILANTI • 663 S. Mansfield St, Ypsilanti, MI 48197  
MANISTEE • 1965 Pine Creek Rd, Manistee, MI 49660

# PROPOSAL

220764-01

Date: 08/20/2022  
Expires: 01/26/2023  
Drawing Numbers:

**Project:** Holt Farmers Market  
2150 Cedar St.  
Holt, MI 48842

**Client:** Delhi Township DDA  
2150 Cedar St.  
Holt, MI 48842

**Contact:** Chuck Grinnell 517-930-2655 cvgrinnell@gmail.com

We are pleased to offer this proposal for the following services at the above location.

### Project Description:

### Item Total:

1. Furnish & Install the Following:

\$29,900.00

A. (1) 41" x 7'-3" D/F 10mm Full Color Watchfire EMC to existing wood posts.

**Deposit Rate: 50%**  
**Deposit: \$14,950.00**

**Subtotal: \$29,900.00**

**Total: \$29,900.00**

**THIS PRICE DOES NOT INCLUDE ELECTRICAL RAN TO SIGN LOCATION, PERMITS OR TAX UNLESS SPECIFICALLY STATED.**

**WARRANTY:** ONE YEAR FULL COVERAGE WARRANTY FOR PARTS AND LABOR FROM DATE OF INSTALLATION.

**NOTE:** WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED. ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE CUSTOMER.

### TERMS AND CONDITIONS

- UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, JOHNSON SIGN COMPANY MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY JOHNSON SIGN COMPANY, INCLUDING ATTORNEY'S FEES.
- THE CUSTOMER IS RESPONSIBLE FOR SECURING NECESSARY PERMITS AND APPROVAL OF SIGN AND ATTACHMENT METHOD FROM BUILDING OWNER AND/OR LANDLORD WHOSE ACCEPTANCE/AGREEMENT IS REQUIRED IN ORDER TO INSTALL SAID SIGN(S).

**Salesperson: Jason Sestak**

Buyer\_\_\_\_\_Seller\_\_\_\_\_



## JOHNSON SIGN CO.

JACKSON • 2240 Lansing Ave, Jackson, MI 49202  
LANSING • 2900 Alpha Access St, Lansing, MI 48910  
YPSILANTI • 663 S. Mansfield St, Ypsilanti, MI 48197  
MANISTEE • 1965 Pine Creek Rd, Manistee, MI 49660

# PROPOSAL

220764-01

Date: 08/20/2022

Expires: 01/26/2023

Drawing Numbers:

**Project:** Holt Farmers Market  
2150 Cedar St.  
Holt, MI 48842

**Client:** Delhi Township DDA  
2150 Cedar St.  
Holt, MI 48842

**Contact:** Chuck Grinnell 517-930-2655 cvgrinnell@gmail.com

3. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID SIGN SHALL REMAIN WITH JOHNSON SIGN COMPANY UNTIL PAID FOR IN FULL BY CUSTOMER. IF CUSTOMER FAILS TO PAY REMAINING BALANCE WITHIN TERMS, JOHNSON SIGN COMPANY IS AUTHORIZED TO REMOVE SIGNS AND KEEP IN POSSESSION UNTIL CUSTOMER PAYS FULL BALANCE.

4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING OF THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.

5. WHEN EXCAVATION IS NECESSARY, JOHNSON SIGN COMPANY WILL CONTACT APPROPRIATE AGENCY TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK OR UNFORESEEN OBJECTS ARE ENCOUNTERED IN THE EXCAVATION PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED OR MOVING EXCAVATION LOCATION, ADDITIONAL MONIES MAY BE REQUIRED BY JOHNSON SIGN COMPANY.

6. JOHNSON SIGN COMPANY IS NOT RESPONSIBLE FOR UNFORESEEN STRUCTURE OR SUITABLE ACCESS BEHIND WALL. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PROVIDE ADEQUATE ACCESS BEHIND WALL AND LOCATE STRUCTURE SUCH STEEL BEAMS, ETC. IN THE EVENT THAT UNFORESEEN STRUCTURES ARE LOCATED BEHIND WALL OR INSUFFICIENT ACCESS IS SUPPLIED, ADDITIONAL MONIES MAY BE REQUIRED BY JOHNSON SIGN COMPANY.

7. JOHNSON SIGN COMPANY IS NOT RESPONSIBLE FOR DAMAGE OF SIGN CAUSED FROM NATURAL DISASTER, SEVERE WEATHER, VANDALISM, OR ACCIDENTS.

8. DUE TO UNAVAILABLE MATERIALS, JOHNSON SIGN COMPANY HAS THE RIGHT TO SUBSTITUTE MATERIALS WITH SIMILAR MATERIALS BASED ON AVAILABILITY.

9. SIGNS THAT WE REMOVE ARE EITHER SCRAPPED OR RECYCLED UNLESS SPECIFIED IN WRITING OR A STORAGE AGREEMENT HAS BEEN AGREED UPON BETWEEN JOHNSON SIGN COMPANY AND CUSTOMER.

**Salesperson: Jason Sestak**

Buyer's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Seller's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_