

**DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

**Meeting Location – Community Services Center**

**2074 Aurelius Road, Holt, MI**

**Tuesday, September 26, 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 August 29, 2023**

**Business**

1. FY 2024 DDA Budget – Set Public Hearing for October 24, 2023
2. Resolution No. 2023-003: Purchase of 2142 Cedar Street

**Late Agenda Item**

3.

**Reports**

4. Executive 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 AUGUST 29, 2023**

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The Downtown Development Authority met Tuesday, August 29, 2023 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:** Harry Ammon, Rick Brown, Rita Craig, Tim Fauser, John Hayhoe, David Leighton, Nanette Miller, Sally Rae

**MEMBERS ABSENT:** Jon Breier

**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, Leighton supported, to approve the regular meeting minutes of June 27, 2023.**

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Breier

**MOTION CARRIED**

**BUSINESS**

**2024 BUDGET – INTRODUCTION AND INITIAL REVIEW**

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Deputy Director Underhill introduced the 2024 budget to the Board and reviewed the budget calendar. The Township Budget Workshop will take place on Tuesday, September 12<sup>th</sup>. Public hearings will be set at the September 26<sup>th</sup> meeting, public hearings will be held on October 24<sup>th</sup> (a departure from our usual schedule), and the budgets will be formally adopted on November 28<sup>th</sup>.

**REPORTS**

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**Executive Director**

Mr. Haas reported that Deputy Director Underhill accepted a full-time position with Delhi Township Community Development. An Administrative Secretary has been hired for the DDA and she will begin work in mid-September. She will be introduced at the September 26, 2023 DDA Board meeting. The training process will take place through the end of 2023. Safety signage has been placed at Esker Landing alerting people to the dangers of Cedar Lake (steep banks, deep water, etc.). Building 1 is open and 100% occupied at Esker Square. Construction

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON AUGUST 29, 2023**

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continues on Building 2 and is leasing now. The township solar project construction has been delayed until 2024. Solar panels will be placed at the Farmers Market on the north side of the building where the green canvas canopies are currently located. The canopies will be moved to the south side of the building in conjunction with this project. The Cedar Street paving project (from the roundabout north to Dallas Avenue) is not moving forward at this time.

**Deputy Director**

Ms. Underhill reported that she accepted a full-time position with the Delhi Township Community Development Department and started in mid-July. Until the DDA replacement begins work in mid-September, she is working in both departments. There are two remaining Food Frenzy events scheduled for 2023. Events will take place on the following Wednesdays from 4:00 – 8:00 at Holt Farmers Market: September 13, and October 11. A new event, Holt BBQ & Brew, will take place on Thursday, August 31 from 4:00 – 8:00. The American Legion Post 238 will host a beer tent while several BBQ vendors will be available. An open house was held for Esker Square in July and was widely covered by local media. Ms. Underhill thanked the Board and expressed her appreciation for 11 years of enjoyable work for the DDA.

**Advertising & Marketing Committee**

David Leighton reported that the Committee discussed the fall issue of *HoltNow*, photography efforts, the DDA Value Project, and social media updates at their meeting today.

**Planning Commission**

Rita Craig reported that Avis Flats resubmitted plans for Site Plan Review. Orchid Orthopedic Solutions is planning an addition of approximately 24,055 square feet to their current facility. A Special Use Permit was approved for a guinea pig rescue on Delhi Commerce Drive.

**Supervisor**

Supervisor Hayhoe reported that the Holt Education Foundation is hosting a cookout before the first Holt High School home football game of the season on Thursday, August 31<sup>st</sup>. The Holt Homecoming Parade will take place on Friday, September 8<sup>th</sup>. The 9|11 Run will be held on Monday, September 11<sup>th</sup>. Holt Kiwanis is hosting their Annual Chicken BBQ Dinner on September 15<sup>th</sup>. The Township is hosting a brush drop-off event at the Recycling Center on Grovenburg Road on Saturday, September 16<sup>th</sup>.

**Treasurer**

Treasurer Rae reported that DDA cash and investments as of June 30, 2023 totaled \$9,420,303 and as of July 31, 2023 totaled \$5,808,987. Revenue sharing payments were disbursed to taxing jurisdictions in mid-July, accounting for the large change.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON AUGUST 29, 2023**

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**Members**

Holt Public Schools Representative Rick Brown gave an update on bond construction projects for the district. Elliott and Wilcox Elementary schools opened for students on Tuesday, August 29<sup>th</sup>. An open house will be scheduled for each building for the public soon. He encouraged Board members to attend. Bond Series 2 construction will commence shortly.

**Limited Comments**

None

**ADJOURNMENT**

The meeting was adjourned at 7:38 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

Date: September 20, 2023

To: Delhi Township DDA Board of Directors

From: C. Howard Haas, Executive Director

A handwritten signature in black ink, appearing to read "C. Howard Haas", is written over a light blue rectangular background.

Re: FY 2024 Budget – Set Public Hearing

The Fiscal Year 2024 Budget for the DDA has been prepared and is attached for your review. This budget was subsequently submitted to the Delhi Township Board of Trustees for a budget workshop held on September 12, 2023.

The next step in the process is to schedule a public hearing for our regular meeting on October 24<sup>th</sup>. Following the public hearing, the DDA Board will formally approve the budget.

The attached notice will be published in the *Holt Community News* on Sunday, October 8, 2023.

**RECOMMENDED MOTION:**

**I move to set a Public Hearing for the proposed Fiscal Year 2024 DDA Budget to be held during the Tuesday, October 24, 2023 DDA Board Meeting.**

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY  
Notice of Budget Public Hearing**

The Delhi Charter Township Downtown Development Authority will hold a public hearing on the proposed Fiscal Year 2024 Downtown Development Authority budget at the Community Services Center, at 2074 Aurelius Road, Holt, MI on Tuesday, October 24, 2023 at 7:00 p.m. A copy of the budget is available for public inspection at the DDA office located at 4410 Holt Road, Holt, MI as of October 1, 2023.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72a (2) (3) and the Americans with Disabilities Act (ADA).

The DDA Board will provide reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon (5) working days notice to the Delhi Township Clerk.

Individuals with disabilities requiring auxiliary aids or services should contact the Delhi Township Clerk by writing or calling the following: Evan Hope, Delhi Township Clerk, Community Services Center, 2074 Aurelius Road, Holt, MI 48842. Phone (517) 694-2135. This notice complies with MCL 141.436 and MCL 211.24e.

Nanette Miller, DDA Board Secretary

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

September 20, 2023

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Resolution No. 2023-003: Purchase of 2142 Cedar Street

Over the past several weeks, I have been in conversation with the owner of the home located at 2142 Cedar Street. This home is adjacent to Holt Farmers Market. 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. 2023-003, a resolution for the purchase of real property located at 2142 Cedar Street within the Charter Township of Delhi, Ingham County, Michigan from Robert Guy Baum and Karen Sue Baum and authorize the DDA Executive Director or his designee to execute the closing documents for the same.**

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION NO. 2023-003**

**A RESOLUTION FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 2142  
CEDAR STREET WITHIN THE CHARTER TOWNSHIP OF DELHI, INGHAM  
COUNTY, MICHIGAN FROM ROBERT GUY BAUM AND KAREN SUE BAUM**

At a regular meeting of the Delhi Charter Township Downtown Development Authority (“Delhi DDA”) Board of Trustees (the “Board”) held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on the 26<sup>th</sup> day of September, 2023.

PRESENT:

ABSENT:

The following Preamble and Resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, the Board has investigated the purchase of real property from Robert Guy Baum and Karen Sue Baum, a husband and wife (collectively, the “Sellers”), which property is located at 2142 Cedar Street, within the Charter Township of Delhi, Ingham County, Michigan (the “Property”); and

**WHEREAS**, the Board desires to purchase the Property from the Sellers upon the terms and conditions contained 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 would be in the best interests of the Board to purchase the Property from the Sellers upon the terms and conditions contained in 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 substantially in the form as Attachment “1”, to make any revisions to the Purchase Agreement not inconsistent with this resolution, and to take any other action to purchase the Property from the Sellers, subject to review and approval by the Delhi DDA’s legal counsel.

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

1. The Board authorizes and directs C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to execute the Purchase Agreement substantially in the form as Attachment “1”, to make any revisions to the Purchase Agreement not inconsistent with this resolution, and to take any other action to purchase the Property from the Sellers, subject to review and approval by the Delhi DDA’s legal counsel.

2. 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 26<sup>th</sup> day of September, 2023.

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Nanette Miller, Secretary

MDF/keh

**ATTACHMENT “1”**

**[See attached Purchase Agreement]**

## PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between Robert Guy Baum and Karen Sue Baum, a husband and wife, whose address is 2142 Cedar Street, Holt, Michigan 48842 (collectively, the "Seller") and Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the provisions of Public Act 57 of 2018, MCL 125.4101, et seq., as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the "Purchaser"), for the transfer by the Seller to the Purchaser of real property, including a house and various outbuildings, located at 2142 Cedar Street, within the Charter Township of Delhi, Ingham County, Michigan, which real property is legally described in the legal description which is attached hereto and made a part hereof as Exhibit "A".

**I. Property Transferred.** The Purchaser shall purchase and receive and the Seller shall sell a parcel of real property, including a house and various outbuildings located thereon, located in the Charter Township of Delhi, Ingham County, Michigan, which real property is known as Property Identification No. 33-25-05-14-302-040, including all easements and all other interests and rights of the Seller which are appurtenant to the real estate, including, but not limited to, all rights, title, and interest, if any, of the Seller in and to any land lying in the street, road, or avenue in front of, within, adjacent to, or adjoining such land (collectively, the "Property").

**II. Purchase Price.** The Property shall be purchased for the amount of Two-Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00) (the "Purchase Price"). The Purchaser shall pay the Seller at closing the full Purchase Price, less any Deposit made to the Seller, and including any adjustments and/or prorations contained herein. The Purchase Price shall be paid to the Seller in certified funds at closing.

**III. Closing.** The closing of the sale described herein shall take place at the office of the title company that provides the commitment for title insurance pursuant to Paragraph IV, herein, which closing shall occur within ten (10) days following the date that all documents are prepared and approved and all contingencies contained in this Agreement are satisfied or waived.

**IV. Evidence of Title.** The Seller shall, at its expense, as soon as practical and in any event at least fifteen (15) days before closing, obtain a commitment for an owner's policy of title insurance in the amount of the purchase price, from the East Lansing, Michigan office of Liberty Title Company, showing the Seller's title to be in the condition called for under this Agreement, except for mortgages, judgments, and other liens which can and will be satisfied out of the proceeds of sale. Within five (5) days of receipt of the commitment for title insurance, the Purchaser shall notify the Seller of any restrictions, reservations, limitations, easements, liens, and other conditions of record (together hereinafter called "Title Defects"), disclosed in such commitment which would materially interfere with the Purchaser's proposed use of the Property and are therefore objectionable to the Purchaser. Should the Purchaser notify the Seller of any such Title Defects, the Seller shall have until the closing date to cure or remove same. If such Title Defects are not cured by closing date, the Purchaser may, at the Purchaser's option, terminate this Agreement, or alternatively set a date with the Seller to extend the closing date to a mutually agreed upon closing date so as to provide the Seller with an additional opportunity to cure said Title Defects. In the event such Title Defects are not cured by the date set for closing, or any extension thereof, and the

Purchaser elects not to waive its title objections, the Deposit will be returned and the Purchaser may terminate this Agreement.

V. **Warranty Deed.** At closing, the Seller shall provide to the Purchaser a good and sufficient warranty deed, a copy of which warranty deed is attached hereto and made a part hereof as Exhibit "B".

VI. **Deposit.** Within three (3) days from the Effective Date, the Purchaser shall pay to the Seller the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit"), which amount shall be credited to the Purchase Price at closing. The Deposit shall be refundable only as provided in this Agreement.

VII. **Taxes, Assessments and Utilities.** All property taxes and assessments, if any, which have been billed for the Property in the years prior to closing shall be paid by the Seller at or prior to closing. Property taxes and assessments which are billed in the year of closing, if any, shall be prorated so that the Seller shall be charged with taxes and assessments from the first of the year to the closing date, and the Purchaser shall be charged with any taxes and assessments due for the balance of the year (as if paid in advance). All other taxes, rents, utility charges, and similar items of income or expense shall be adjusted pro rata as of the date of closing, except with regard to any additional utility charges incurred pursuant to Paragraph XVI.

VIII. **Real Estate Transfer Tax and Affidavit.** At closing, the Seller shall pay all required Michigan real estate transfer taxes on this transaction. The Seller shall pay the cost of preparing and filing required real estate transfer affidavits, if any, for this transaction.

IX. **Due Diligence.** The Seller discloses the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Purchaser or his agents, representatives and/or independent contractors shall have the right and license to enter upon the Property upon reasonable advance notice to the Seller, for the purposes of making any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, including a Phase I environmental site assessment, wetlands and flood plain evaluations, water and perk tests, mechanical and electrical system inspections and the like, and zoning or rezoning approvals, all of which inspections and due diligence shall be completed within forty-five (45) days from the Effective Date of this Agreement (the "Due Diligence Period"). The Purchaser shall then have ten (10) days thereafter to determine whether it is satisfied with the condition of the Property. The Purchaser shall advise the Seller within this ten (10) day period if it is not satisfied with the condition of the Property. In the event that the Purchaser is not satisfied with the condition of the Property and so notifies the Seller in writing as set forth herein, the Agreement shall terminate, the Deposit shall be returned to the Purchaser, and neither party shall have any further liability or responsibility thereunder. In the event that the Purchaser does not purchase the Property, it shall repair any damage to the Property and return the Property to the condition it was in prior to the due diligence inspections and other activities.

X. **Representations and Warranties.** The Seller represents and warrants to the Purchaser that to the best of the Seller's knowledge:

- a) There is no pending litigation, nor to the Seller's knowledge, is there any threatened litigation or legal or other proceeding, affecting all or any part of the Property or the Seller's interest in the Property.
- b) There are no unrecorded options, rights of first refusal, licenses, rental agreements, leases, or other rights of occupancy concerning the Property.
- c) There are no uncorrected violations of any building codes and regulations, health codes or zoning ordinances, or county, state or federal laws or regulations, affecting the Property or the use or enjoyment thereof.
- d) There are no condemnation, zoning, or other land use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use and operation of the Property for its intended purpose, nor has the Seller received notice of any special assessment proceedings.
- e) There are no underground storage tanks or hazardous or toxic substances existing on, under, above or upon the Property as defined in any federal, state or local law, regulation, rule, statute, or directive.

The above representations and warranties shall survive the closing of this transaction for a period of twelve (12) months after closing and then terminate.

**XI. Conditions Precedent to Performance.** In addition to any other conditions contained in this Agreement, the obligation of the parties to consummate the sale contemplated by this Agreement is subject to the fulfillment, on or prior to the closing date, of the following conditions:

- a) Each of the representations or warranties of the parties shall be true and correct as though made again as of the closing date of this Agreement and no representations or warranties shall have been violated or breached prior to closing;
- b) The parties shall perform and comply with all agreements and conditions required to be performed or complied with as of the date of closing;
- c) There shall be no material adverse change in the Property, excepting normal wear and tear; and
- d) No action or proceeding to restrain, prohibit, or declare illegal the transactions contemplated hereby shall be pending or threatened, nor shall any order restraining or prohibiting the transactions contemplated hereby have been issued by any public authority, governmental agency, or court, nor shall any attachments, garnishments, levies, liens, or other litigation have been filed or be in effect regarding the transactions contemplated by this Agreement or the Property.

If such conditions are not satisfied or waived in writing by the parties by the date set for closing, either party may terminate this Agreement or alternatively, the parties may extend closing to a mutually agreed upon date so as to provide the parties with an additional opportunity to satisfy

such conditions. In the event this Agreement is terminated, the Deposit shall be returned to the Purchaser, and neither party shall have further liability or responsibility, except as expressly provided herein.

**XII. Execution of Other Necessary Documents.** The Purchaser and the Seller agree to execute any and all documents necessary or required to complete the transaction contemplated hereunder, as may be reasonably requested by the other party.

**XIII. Costs of Closing.** At Closing, the Seller shall pay the costs of the owner's policy of title insurance in the amount of the Purchase Price, transfer tax (if any), and any attorneys' fees incurred by the Seller. At Closing, the Purchaser shall pay the costs of recording the warranty deed, attorneys' fees incurred on behalf of the Purchaser, and the cost of any inspections initiated by the Purchaser. The Seller and the Purchaser shall each pay one-half (1/2) of the closing costs imposed by the title company that facilitates the closing. The Seller and the Purchaser shall also pay taxes and special assessments as described in this Agreement.

**XIV. Litigation.** The Seller is not now engaged in, or to the best of the Seller's knowledge, threatened with any litigation or legal or other proceeding in connection with the ownership and operation of the Property or because of selling the Property pursuant to this Agreement.

**XV. Default.** In the event the Seller fails or refuses to comply with the terms of this Agreement for any reason other than the Purchaser's default hereunder, the Purchaser may terminate this Agreement and proceed with its legal and equitable remedies. In the event the Purchaser fails or refuses to comply with the terms of this Agreement for any reason other than the Seller's default hereunder, the Seller may terminate this Agreement and as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of the Purchaser. In connection with this, the Parties acknowledge that it is impossible to estimate more precisely the damages which might be suffered by the Seller upon the Purchaser's default of this Agreement or any duty arising in connection or relating to this Agreement. The Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages as the Seller's sole and exclusive remedy in the event of default or failure to perform under this Agreement by the Purchaser.

**XVI. Possession and Occupancy.** Seller may maintain possession of the Property for up to six (6) months after the date of closing. During this period, Seller shall be responsible for payment of any and all utility charges related to the Property, and Seller shall keep the Property in good and proper condition. Further, Seller shall release, indemnify and hold harmless the Purchaser from any personal injury and/or property damage to itself or any third parties. Seller shall also obtain a general liability insurance policy in the amount of One Million and 00/100 Dollars (\$1,000,000.00), which policy shall name the Purchaser as an additional insured. Notwithstanding the foregoing, during the six month period, Purchaser may enter onto the Property to trim and remove trees from the Property. Purchaser shall also be permitted to move or remove any outbuildings, excluding the house, upon ten (10) days' prior written notice to Seller. Upon transferring possession of the Property, the Seller shall remove all trash and rubbish from the Property. Any other personal property that is located on the Property upon the date of transfer shall be given by the Seller to the Purchaser, and the Seller shall sign a bill of sale for such personal property.

**XVII. Government Action.** The Seller does not have knowledge of any condemnation, zoning, or other land use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use and operation of the Property for its intended purpose nor has the Seller received notice of any special assessment proceedings.

**XVIII. Time of Essence.** Time is of the essence with respect to all dates and times set forth herein.

**XIX. Notices.** Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered by person or if mailed by certified mail, return receipt requested, postage prepaid to the appropriate party as follows:

A. If to the Seller:

Robert Guy Baum and Karen Sue Baum  
2142 Cedar Street  
Holt, Michigan 48842

B. If to the Purchaser:

Delhi Charter Township Downtown Development Authority  
C. Howard Haas, Executive Director  
4410 Holt Road  
Holt, Michigan 48842

C. With copies to:

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

**XX. Assignment.** This Agreement shall be binding and inure to the benefit of the successors and assigns of the respective parties. Neither Party shall have the right to assign its rights under this Agreement to any person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**XXI. Merger Clause.** This Agreement contains the entire understanding between the parties and neither party has relied upon any verbal or written representations or understandings not set forth herein whether made by any agent or a party hereto.

**XXII. Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan. The venue for all claims in any way related to this Agreement shall be Ingham County, Michigan. The Parties acknowledge and agree that courts in that county shall have jurisdiction over the Seller and the Seller's successors and assignees for any such claims.

**XXIII. Headings.** The headings used herein are for convenience only and shall not govern the interpretation of any paragraph hereof.

**XXIV. Amendments.** This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

**XXV. Effective Date.** This Agreement shall be effective as of the date upon which the last party hereto has executed this Purchase Agreement (the "Effective Date").

**XXVI. Execution in Counterparts.** The parties hereto acknowledge that this Agreement may be executed in counterparts by the parties and will be effective upon receipt by the other party of the counterpart by personal delivery or facsimile transmission. If transmitted by facsimile, the parties agree to forthwith execute and return an original, executed copy of the Agreement to the other parties.

**SELLER:**

**ROBERT GUY BAUM AND KAREN SUE  
BAUM,  
a husband and wife**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Guy Baum

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Sue Baum

**PURCHASER:**

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

Date: \_\_\_\_\_

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



**EXHIBIT "A"**

**Legal Description**

Real property located at 2142 Cedar Street, within the Charter Township of Delhi, Ingham County, Michigan, legally described as follows:

(DP 434, 2652) S 40 FT OF LOT 31 EXC SW'LY 6.5 FT THEREOF DECAMP'S  
SUBDIVISION ALSO LOT 1 EXC S'LY 15 FT THEREOF SUPERVISOR'S  
PLAT NO 6 OF DELHI.

Parcel No. 33-25-05-14-302-040 (the "Property").

**EXHIBIT “B”**

**WARRANTY DEED**

Robert Guy Baum and Karen Sue Baum, a husband and wife, whose address is 2142 Cedar Street, Holt, Michigan 48842 (the “Grantors”) convey and warrant to Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the provisions of Public Act 57 of 2018, MCL 125.4101, et seq., as amended, whose address is 4410 Holt Road, Holt, Michigan 48842 (the “Grantee”) the real property, including a house and various outbuildings, located at 2142 Cedar Street, Holt, Michigan 48842, within the Charter Township of Delhi, Ingham County, Michigan, legally described as follows:

(DP 434, 2652) S 40 FT OF LOT 31 EXC SW'LY 6.5 FT THEREOF DECAMP'S  
SUBDIVISION ALSO LOT 1 EXC S'LY 15 FT THEREOF SUPERVISOR'S  
PLAT NO 6 OF DELHI.

Parcel No. 33-25-05-14-302-040 (the “Property”)

including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of Two-Hundred Seventy Thousand Dollars (\$270,000.00) and other good and valuable consideration.

This conveyance is subject to recorded restrictions of record.

The Grantors grant 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.

***[Signature on the Following Page]***

**GRANTORS:**

**ROBERT GUY BAUM AND KAREN SUE  
BAUM,  
a husband and wife**

Dated: \_\_\_\_\_, 2023

By: Form Only – Not for Execution  
Robert Guy Baum \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

By: Form Only – Not for Execution  
Karen Sue Baum \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Acknowledged by me in Ingham County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert Guy Baum and Karen Sue Baum, a husband and wife.

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

After Recording Return To:	Send Subsequent Tax Bills To:	Drafted By (w/o Opinion):
Grantee	Grantee	Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575