

DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING

Meeting Location – Community Services Center

2074 Aurelius Road, Holt, MI

Tuesday, August 26, 2025

6:00 pm

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 July 29, 2025

Business

1. Resolution No. 2025-002: Sale of Property – 4410 Holt Rd

Late Agenda Item

- 2.

Reports

3. Executive Director
4. Marketing Committee
5. Planning Commission
6. Supervisor
7. Treasurer
8. 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 JULY 25, 2025**

The Downtown Development Authority met Tuesday, July 29, 2025, in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

MEMBERS PRESENT: Kenneth Bachman, Jon Breier, Rita Craig, Tim Fauser, David Leighton, Nanette Miller, Eddie Montemayor

MEMBERS ABSENT: Harry Ammon, Mike Dunckel

OTHERS PRESENT: C. Howard Haas, DDA Executive Director, Cassie Butler, DDA Administrative Secretary

PUBLIC COMMENT: None.

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

APPROVAL OF MINUTES

Craig moved, Fauser supported, to approve the regular meeting minutes of June 24, 2025.

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

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. Executive Director Haas reviewed the report highlighting the activities during the first half of 2025. A copy of the report is included as Exhibit A.

BUSINESS

APPROVAL OF NEW PROCEDURES FOR ADDRESSING DDA BOARD

Miller moved, Craig supported, to approve the updated procedures for addressing the Downtown Development Authority Board of Directors, effective July 29, 2025.

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

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JULY 25, 2025**

APPROVAL OF PURCHASE FROM JOHNSON SIGN COMPANY

Craig moved, Fauser supported, to approve the purchase from Johnson Sign Company in the amount of \$41,250.00

A Roll Call Vote was recorded as follows:

Ayes: Bachman, Breier, Craig, Fauser, Leighton, Miller, Montemayor

Absent: Ammon, Dunckel

APPROVAL OF CLOSURE OF ACCOUNT AT DART BANK

Craig moved, Leighton supported, to close the Delhi Township's DDA account with Dart Bank immediately. Funds should be paid to Delhi Charter Township, and the Delhi Charter Township's Treasurer's Office is authorized to deposit these funds upon receipt and transfer the funds into the DDA's Michigan CLASS subaccount.

A Roll Call Vote was recorded as follows:

Ayes: Bachman, Breier, Craig, Fauser, Leighton, Miller, Montemayor

Absent: Ammon, Dunckel

MOTION CARRIED

REPORTS

Executive Director

Mr. Haas reports that last week's Food Frenzy at the Farmers Market had just under 1,300 people in attendance. The Frenzy hosted multiple bands and held games for children. Haas states that the DDA has a purchaser for the building at 4410 Holt Rd, a group of Medical Doctors looking to home their practice. They are waiting for internal approval before moving forward. Haas adds that the DDA Board may need to hold a special meeting in the beginning of August to support the purchase. Haas reports that the original \$400,000.00 that was previously approved for the additional building at the Farmers Market will need to be reconsidered due to the additional office space being added to home the DDA. Construction for the building is tentatively planned for late fall. Haas states that LEAP (Lansing Area Economic Partnership) has re-confirmed the \$175,000.00 grant that will be awarded to the DDA to help fund this project. The re-paving of the parking lot at the Farmers Market has been delayed to the week of August 18th. Haas adds that the repairs to local restaurant El Burrito, are set for the near future, as the brick that was ordered to keep the antique aesthetic of the building have arrived. Lastly, Mr. Haas reports that the 2026 DDA budget has been internally approved, and he will provide updates as they come.

Advertising & Marketing Committee

Chairperson Leighton reports that the Advertising and Marketing Committee met earlier today, and the next publication of *HoltNow* will display articles on Back to School, Fun Things to do in Holt, and more. The committee talked about additional article ideas including a public safety reminder for Holt residents. Leighton states that advertisements continue to trend in the right direction, and the committee discussed marketing strategy changes to be made in the future.

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON JULY 25, 2025**

Planning Commission

No report.

Supervisor

Supervisor Eddie Montemayor reports that the skatepark is almost ready for opening, and they are just awaiting on the arrival of a half pipe. He also states that the construction of the Fire Department is set to be finished by the end of this year, which is much earlier than previously expected.

Treasurer

No Report.

Members

None.

Limited Comments

None.

ADJOURNMENT

The meeting was adjourned at 6:15 p.m.

Nanette Miller, Secretary

/CB

SUBJECT TO APPROVAL

2025 Downtown Development Authority & Brownfield Redevelopment Authority Activities

Informational Meeting for Taxing Jurisdiction

Pursuant to Recodified Tax Increment Financing Act 57 of 2018

July 29, 2025

- Property at 2142 Cedar Street, immediately adjacent to the Holt Farmer's Market was added to 2150 Cedar Street to make one lot. The added space has dramatically impacted parking availability for the Market and the Cedar Street corridor. An Additional market building, which will double existing vendor space is beginning construction in 2025.
- The Holt Farmers Market will host seven Food Frenzies, and two BBQ and Brew events this summer and fall. Food trucks and live entertainment brings thousands of Delhi Township residents and visitors to the Cedar Street corridor.
- Operation of the year-round Holt Farmers Market, one of the Township's most popular destinations continues to expand. SNAP (EBT), Double Up Food Bucks, Senior and WIC Project FRESH coupons accepted. Repaving of the parking lot is scheduled for the last week of July 2025.
- Newsletter *HoltNow*, a publication highlighting local businesses is being changed to monthly, which is currently reaching over 14,000 people. Continued expansion of social media outlets (Facebook, Twitter, and Instagram) highlight Township events and local businesses.
- Eighteen additional flower planters have been purchased as part of the beautification plans for Delhi Township's Triangle Area.



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT ROAD, HOLT, MI 48842

TELEPHONE (517) 699-3866

FACSIMILE (517) 699-3878

www.delhidda.com

August 21, 2025

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Sale of Property Located at 4410 Holt Rd

In December 2016, the DDA purchased the former "Sunshine Daycare" located at 4410 Holt Road. Due to many previous uses of this building, renovations were required which took place in 2017 and were completed in early 2018. The Holt Community Center has housed the DDA offices and provided meeting space for non-profit organizations for the past seven years. In early 2025 the DDA was approached by Dr. Kimberly Azelton, a Medical Director at Family and Lifestyle Medicine, with an offer to purchase the property for the relocation of their business. After discussions with the potential buyers and counsel, I directed Township Attorney Gordon VanWieren to prepare the attached resolution. The Purchase Agreement documents are included as Attachment 1 to the resolution.

I therefore offer the following motion:

RECOMMENDED MOTION:

I move to adopt Resolution No. 2025-002, a resolution for the sale of real property located at 4410 Holt Road within the Charter Township of Delhi, Ingham County, Michigan to Family Lifestyle and Medicine, a Michigan nonprofit corporation, and authorize the Executive Director or his designee to execute the closing documents for the same.

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**

RESOLUTION NO. 2025- 002

**A RESOLUTION FOR THE SALE OF REAL PROPERTY
LOCATED AT 4410 HOLT ROAD WITHIN THE CHARTER
TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN
TO FAMILY AND LIFESTYLE MEDICINE**

A Regular meeting of the Delhi Charter Township Downtown Development Authority Board of Directors (the “Board”) was held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on the 26 day of August, 2025.

PRESENT: _____

ABSENT: _____

The following Preamble and Resolution were offered by _____ and supported by _____.

WHEREAS, the Delhi Charter Township Downtown Development Authority (the “Delhi DDA”) owns real property located at 4410 Holt Road within the Charter Township of Delhi, Ingham County, Michigan (the “Holt Road Property”); and

WHEREAS, the Delhi DDA received an offer from Family and Lifestyle Medicine, a Michigan nonprofit corporation (the “Purchaser”), to purchase the Holt Road Property; and

WHEREAS, the Board has determined the Holt Road 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 Holt Road Property to the Purchaser 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 Holt Road Property to the Purchaser, subject to review and approval by the Delhi DDA’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

AYES: _____

NAYS: _____

ABSENT: _____

This Resolution is declared adopted this _____ day of _____, 2025.

GWV/ssw

Nanette Miller, Secretary

ATTACHMENT “1”

Purchase Agreement

(See attached.)

PURCHASE AGREEMENT

This Agreement is entered into this 19th day of August, 2025 (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 Family and Lifestyle Medicine, a Michigan nonprofit corporation, whose address is 12911 Kelly Lane, Grand Ledge, MI 48837 (the "Purchaser"), for the transfer by the Seller to the Purchaser of real property located at 4410 Holt Road, Holt, MI 48842 within the Charter Township of Delhi, Ingham County, Michigan, legally described as follows:

(D 14-50-1) PART OF SW 1/4 OF SEC 14 T3N R2W DESC AS: COM AT SQ OR OF SEC 14 - E 909.97 FT ALNG S SEC LN TO PT 462 FT W OF SE COR OF SW 1/4 OF SW 1/4 & POB - N00°24'35"E 211 FT - E 132 FT - S00°24'35"W 211 FT TO S SEC LN - W 132 FT ALNG S SEC LN TO POB. .64 A

Property Identification No. 33-25-05-14-353-034

(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, a building and all other, 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 Three Hundred Thirty-Five Thousand and 00/100 Dollars (\$335,000.00). 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 refundable deposit from the Purchaser in the amount of Thirty-Three Thousand Five Hundred and 00/100 Dollars (\$33,500.00). 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/Partial Property Use. 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 on or before December 31, 2025. Prior to closing, the Seller agrees:
 - (a) The Purchaser may use one (1) room in the building located on the Property during reasonable business hours as mutually agreed upon by the Parties for occasional evening community programs. The Purchaser will take full programming and liability responsibility for these events and will operate as a community organization using the room as other groups currently have been doing.
 - (b) To allow the Purchaser to place a "Coming Soon" banner or sign on the Property in accordance with Delhi Township ordinances. The Seller will have the right to determine the size and placement of the banner or sign.

5. Inspections, Surveys and Other Evaluations, etc. The Purchaser, its agents, representatives and/or independent contractors may within ninety (90) 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 December 31, 2025. 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. 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. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

20. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

21. 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.

22. 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:

SELLER:

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

By: _____

C. Howard Haas

Its: _____

Executive Director

Dated: _____

WITNESSES:

PURCHASER:

**FAMILY AND LIFESTYLE MEDICINE,
a Michigan nonprofit corporation**

By: _____

Kimberly R. Azelton

Its: _____

President

Dated: _____

8/19/25

ATTACHMENT "1"

TRANSFER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Agreement is entered into this 19th day of August, 2025. It is the intention and agreement of 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 Family and Lifestyle Medicine, a Michigan nonprofit corporation, whose address is 12911 Kelly Lane, Grand Ledge, Michigan 48837 (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 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 Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to the 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, and their successors and assigns from any and all damages, judgments, administrative order, 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 (f) 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), (c), and (d) 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 Purchaser.

SELLER:

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

Dated: _____

By: _____

C. Howard Haas

Its: Executive Director

Acknowledged before me in Ingham County, Michigan, this ____ day of _____,
20__, by C. Howard Haas, Executive Director, Delhi Charter Township Downtown Development
Authority, a Michigan downtown development authority.

(signature)

(printed)

Notary Public, State of Michigan, County of _____

My Commission Expires: _____

Acting in the County of _____

PURCHASER:

**FAMILY AND LIFESTYLE MEDICINE,
a Michigan nonprofit corporation**

Dated: 8/19/25

By: _____

Kimberly R. Azelton

Its: President

Acknowledged before me in Ingham County, Michigan, this 19th day of August,
2025, by Kimberly R. Azelton, Grand Ledge Family and Lifestyle Medicine, a Michigan non-profit
corporation.

Jennifer Ross (signature)

Jennifer Ross (printed)

Notary Public, State of Michigan, County of Eaton

My Commission Expires: Aug 24 2031

Acting in the County of Eaton

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 4410 Holt Road, Holt, MI 48842 within the Charter Township of Delhi, Ingham County Michigan, legally described as follows:

(D 14-50-1) PART OF SW 1/4 OF SEC 14 T3N R2W DESC AS: COM AT SQ OR OF SEC 14 - E 909.97 FT ALNG S SEC LN TO PT 462 FT W OF SE COR OF SW 1/4 OF SW 1/4 & POB - N00°24'35"E 211 FT - E 132 FT - S00°24'35"W 211 FT TO S SEC LN - W 132 FT ALNG S SEC LN TO POB. .64 A

Property Identification No. 33-25-05-14-353-034

ATTACHMENT "B"

WARRANTY DEED

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 "Grantor"), conveys and warrants to Family and Lifestyle Medicine, a Michigan nonprofit corporation, whose address is 12911 Kelly Lane, Grand Ledge, Michigan 48837 (the "Grantee"), the following described real property located at 4410 Holt Road, Holt, Michigan 48842 within the Charter Township of Delhi, Ingham County, Michigan, legally described as follows:

(D 14-50-1) PART OF SW 1/4 OF SEC 14 T3N R2W DESC AS: COM AT SQ OR OF SEC 14 - E 909.97 FT ALNG S SEC LN TO PT 462 FT W OF SE COR OF SW 1/4 OF SW 1/4 & POB - N00°24'35"E 211 FT - E 132 FT - S00°24'35"W 211 FT TO S SEC LN - W 132 FT ALNG S SEC LN TO POB. .64 A

Property Identification No. 33-25-05-14-353-034

(the "Property") for the consideration of Three Hundred Thirty-Five Thousand and 00/100 Dollars (\$335,000.00).

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 Title Company, File No. _____, with an issue date of _____, 2025, at _____ a.m.

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: _____

By: _____

C. Howard Haas

Its: Executive Director

Acknowledged by me in _____ County, Michigan, this _____ day of _____, 2025, by C. Howard Haas, Executive Director, Charter Township of Delhi Downtown Development Authority, a Michigan downtown development authority.

(signature)

(printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

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