

A G E N D A

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

Friday, February 24, 2023 Governmental Center, 400 Boardman Avenue
8:00 A.M.

1. Approval of the January Regular Meeting minutes 2
2. Trial Balance Land Bank & Housing Trust Fund..... 4
3. Habitat for Humanity Request for HRFT Grant 7
4. Village of Kingsley DDA Project: Review of Agreements..... 20
5. Update on Blight Elimination Grant Application (verbal)

PUBLIC COMMENT/INPUT

Any person shall be permitted to address a meeting of the Land Bank Authority (LBA), which is required to be open to the public under the provisions of the Michigan Open Meetings Act, as amended. (MCLA 15.261, *et. seq.*) Public comment shall be carried out in accordance with the following County Board Rules and Procedures:

- A. Any person wishing to address the LBA shall state his or her name and address.
- B. Persons may address the LBA on matters, which are relevant to county government issues.
- C. No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Board questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes; except as follows:
 1. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.
 2. Whenever a group wishes to address the Authority, the Chairperson may require that the group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak, which shall not exceed fifteen (15) minutes.
6. Other Business
7. Adjournment

GRAND TRAVERSE COUNTY
LAND BANK AUTHORITY (GTCLBA)

Minutes of Regular Meeting
January 27, 2023

Chair Scheppe called the meeting to order at 8:01 a.m. in the Great Lakes Conference Room, 3rd Floor Governmental Center

Members Present: Scott Sieffert, Dean Bott, James Baker and Heidi Scheppe, Chair
Excused: Gary Howe
Staff Present: Chris Forsyth, Nate Alger and Bonnie Scheele (Recording Secretary)
Others Present: Wendy Irvin, Curtis Cobb, and Angela Skeans-Habitat for Humanity

MINUTES

MOVED by Bott, seconded by Baker to approve the minutes of December 16, 2022.

MOTION CARRIED

TRIAL BALANCE – LAND BANK & HOUSING TRUST FUND

Heidi Scheppe indicated that the Trial Balance for the Land Bank & Housing Trust Fund was for information only.

SUMMARY OF LAND BANK PROJECTS AND ACTIVITY

Chris Forsyth gave an update on the Land Bank projects over the last three years listed in the packet.

UPDATE STRATEGIC PLAN

Chris Forsyth indicated that the strategic plan and policies has not been updated in 13 years. The members will review the existing strategic plan and possibly bring someone in who has expertise in Land Banks to help update the strategic plan and policies. Work on the strategic plan and policies will begin in March or April.

HABITAT FOR HUMANITY GRANT EXPENDITURES

Habitat for Humanity staff Angela Skeans explained the recent expenditure requests for the Habitat for Humanity projects.

a. M. Jorae	\$4,235.45
b. T. and M. Gavar	\$ 897.04
c. M. Gayford	\$6,243.48
d. L. Horn	\$1,950.13
TOTAL	\$13,326.10

MOVED by Baker, seconded by Bott to approve the above payments to Habitat for Humanity.
MOTION CARRIED

PUBLIC COMMENT:

None

OTHER BUSINESS:

None

ADJOURNMENT:

Meeting adjourned at 8:38 a.m.

Approved Date

Heidi Scheppe, Chair

LAND BANK AGENDA ITEM

SUBJECT: Trial Balance

FROM: Heidi Scheppe, Treasurer

FOR MEETING DATE: February 24, 2023



SUMMARY OF ITEM TO BE PRESENTED:

Please find attached the January 2023 Trial Balance for Land Bank and Housing Trust Fund and Property Inventory.

RECOMMENDATION:

For Information.



GTC Trial Balance

09:13 AM

02/21/2023

Page 1 of 1

Company: Grand Traverse County

Ledger: Actuals

Period: 2023 - P01 Jan

Time Period: Last 6 Periods

Worktags: Fund: FD223 Housing Trust Fund

Fund: FD550 Land Bank

Fund	Total	FD223 Housing Trust Fund	FD550 Land Bank
		Balance	Balance
Assets	1,227,258.60	179,035.14	1,048,223.46
1000:CASH & POOLED INVESTMENTS	0.00	0.00	0.00
1001:CLAIM ON CASH	963,410.39	179,035.14	784,375.25
1005:CASH DEPOSIT CLEARING	0.00	0.00	0.00
1020:PROPERTY TAX RECEIVABLE	39,588.21	0	39,588.21
1120:LAND	224,260.00	0	224,260.00
Liabilities	(185,670.78)	(13,326.10)	(172,344.68)
2000:ACCOUNTS PAYABLE	(13,326.10)	(13,326.10)	0.00
2200:UNEARNED REVENUE	0.00	0	0.00
3600:DEFERRED INFLOWS OF RESOURCES - TAX	(172,344.68)	0	(172,344.68)
Revenues	(443,925.55)	(3,335.80)	(440,589.75)
4010:TAXES	(152,284.20)	0	(152,284.20)
6000:CHARGES FOR SERVICES	(280,210.39)	0	(280,210.39)
6645:INTEREST	(11,430.96)	(3,335.80)	(8,095.16)
Expenditures	367,001.86	88,866.02	278,135.84
8000:OTHER SERVICES & CHARGES	367,001.86	88,866.02	278,135.84
Equity	(964,664.13)	(251,239.26)	(713,424.87)
3753:NET POSITION - RESTRICTED LAND HOLDING ACCT	(224,260.00)	0	(224,260.00)
3910:NET POSITION - UNRESTRICTED	(740,404.13)	(251,239.26)	(489,164.87)
Total	0.00	0.00	0.00

LAND BANK INVENTORY

2/21/2023

Tax Year	Township	Parcel #	Address	Taxable value	Purchase Price	Annual Totals	Status
Purchased in Market							
2013	City	51-011-001-01	RR ROW	123,000.00			
2018	Garfield	05-027-014-00	RR Easement		16,000.00		
2020	City	51-674-007-00	1028 Carver St		85,260.00		Homestretch
						224,260.00	
Tax Year	Township	Parcel #	Address	Taxable value	Minimum Bid		Status
Tax Foreclosed							
Total Purchase Prices of Land Bank Parcels							
Total Taxable Value of Land Bank Parcels							
THE PARCELS ABOVE SHOULD BE RECORDED AS LAND BANK OWNED							
Parcels Sold				Sale Price	Date sold	Deed Recorded	
2015	Mayfield	09-006-010-00	County Rd 633	15,545.00	1,823.79	2,499.00	7/14/2015 7/20/2015 Homeowner
2015	Mayfield	09-007-006-00	County Rd 633	11,636.00	1,560.75	2,192.00	7/14/2015 7/20/2015 Homeowner
2014	Blair	02-683-166-00	818 Jay Rogers Ct	11,000.00	1,864.63	11,750.00	8/24/2015 9/23/2015 Auction
2014	Garfield	05-031-008-30	N East Silver lake Rd	9,750.00	1,462.66	1,500.00	8/24/2015 9/23/2015 Auction
2015	Garfield	05-314-009-00	Stonefield Dr	19,300.00	3,952.09	15,028.94	8/24/2015 9/23/2015 Auction
2015	Union	12-031-009-70	Marsh Rd	12,456.00	1,654.81	2,295.18	8/3/2015 8/5/2015 Homeowner
2012	Garfield	05-221-002-00	Lynch Drive	131,400.00	33,229.50	157,000.00	8/27/2015 4/2/2015 Market
2013	East Bay	03-219-025-00	N Three Mile Rd	34,547.00	6,558.27	6,800.00	10/13/2015 11/4/2015 Auction
2015	Garfield	05-280-015-00	1537 Ridge View Ct	46,462.00	13,166.56	13,166.56	10/16/2015 10/16/2015 Market
2012	Blair	02-007-046-12	Old Maple Trail	162.00	374.32	374.32	11/13/2015 11/13/2015 Side Lot
2015	East Bay	03-102-077-20	Celery Bay	500.00	909.46	250.00	11/13/2015 11/13/2015 Side Lot
2012	Long Lake	08-185-029-00	Sunset Dr	2,800.00	460.09	150.00	11/13/2015 11/13/2015 Side Lot
2016	Garfield	05-340-020-00	Linden Avenue	18,500.00	2,536.38	8,000.00	3/11/2016 4/6/2016 Demo completed
2016	Garfield	05-006-001-04	Barney Rd	19,400.00	3,979.32	3,000.00	3/11/2016 4/6/2016 Market
2016	Garfield	05-006-001-06	5424 Barney Rd	19,400.00	3,979.32	3,000.00	3/11/2016 4/6/2016 Market
2012	Long Lake	08-003-004-00	East Traverse Highway	52,600.00	4,338.08	6,799.83	8/1/2016 8/11/2016 Side Lot
2016	Garfield	05-149-050-00	5165 Heritage Way	89,532.00	16,598.68	17,098.68	8/5/2016 8/11/2016 Homeowner
2015	Fife Lake	04-001-013-02	US 31	1,200.00	924.07	1.00	9/9/2016 9/9/2016 Side Lot
2012	Green Lake	07-180-009-50	9723 First St	24,140.00	2,789.33	4,500.00	12/22/2016 12/29/2016 Demo completed
2017	Peninsula	11-580-031-00	18929 Bay St	33,991.00	3,664.71	4,158.33	8/10/2017 8/21/2017 Homeowner
2017	City	51-878-046-00	134 E Fifteenth St	76,223.00	11,637.74	12,050.37	8/17/2017 8/25/2017 Homeowner
2017	Whitewater	13-600-033-00	5632 Millbrook Dr	3,800.00	1,192.91	1,192.91	12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-034-00	5634 Millbrook Dr	3,800.00	1,192.91	1,192.91	12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-035-00	5647 Millbrook Dr	3,800.00	1,192.91	1,192.91	12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-036-00	5645 Millbrook Dr	3,800.00	1,192.91	1,192.91	12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-037-00	5633 Millbrook Dr	3,800.00	1,192.91	1,192.91	12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-038-00	5638 Millbrook Dr	3,800.00	1,192.91	1,192.91	12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-043-00	5575 Millbrook Dr	3,800.00	1,192.91	1,192.91	12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-044-00	5577 Millbrook Dr	3,800.00	1,192.91	1,192.91	12/15/2017 12/15/2017 Association
2018	Blair	02-005-002-10			370,914.30	6/8/2018	6/15/2018 Market Blaines
2018	Blair	02-005-002-11				6/8/2018	6/15/2018 Market Blaines
2018	Blair	02-005-002-12				6/8/2018	6/15/2018 Market Blaines
2018	Blair	02-005-002-13				6/8/2018	6/15/2018 Market Blaines
2018	Blair	02-005-002-20				9/6/2018	9/15/2018 Market H&M
2018	Long Lake	08-001-012-00	Gray Rd	11,930.35	274,162.00	175,000.00	12/12/2018 12/20/2018 Title Work
2020	Blair	02-005-002-30	Rennie School Rd			450,000.00	10/15/2020 10/15/2020 Market Edward Rose
2020	Fife Lake	04-060-109-00	11770 Lake Shore Dr	1,271.25		1,271.25	10/29/2020 10/29/2020 Side Lot
2020	Fife Lake	04-060-110-00	11774 Lake Shore Dr				10/29/2020 10/29/2020 Side Lot
2020	Acme	01-013-026-02	Bates Rd			1,213.38	12/28/2020 12/28/2020 Homeowner
2021	East Bay	03-220-008-00	Vanderlip Rd			1,572.88	4/12/2021 Side Lot
2021	Garfield	05-027-027-00	1383 Cass Rd		314,882.27	1,200.00	7/1/2021 7/1/2021 Brownfield
2021	Paradise	42-060-010-00	206 Cottage Dr			7,231.57	7/28/2021 7/30/2021 Homeowner
2021	Peninsula	11-545-009-00	Maple Terrace Ave			1,180.64	7/27/2021 7/28/2021 Side Lot
2021	Peninsula	11-545-011-50	Maple Terrace Ave			800.18	12/8/2021 Side Lot
2021	City	51-674-007-00	1028 Carver St		175,260.00	1,680.64	10/29/2020 10/29/2020 Housing Trust
2022	Long Lake	08-010-018-01	N Long Lake Rd			614.05	5/16/2021 Side Lot
2022	East Bay	03-216-047-05	N Four Mile Rd			1,295.89	5/12/2021 Side Lot
2022	Peninsula	11-336-003-99	Peninsula Dr			721.86	6/9/2022 Side Lot
						644,982.16	

LAND BANK AGENDA ITEM

SUBJECT: Habitat for Humanity Grant Expenditures

FROM: Dean Bott, Director of Finance

FOR MEETING DATE: February 24, 2023

SUMMARY OF ITEM TO BE PRESENTED:

The following request has been received for reimbursement of material costs:

Beagle	\$6121.16
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RECOMMENDATION:

Review and approval of payment request from Habitat for Humanity.



Grantee Name: Habitat for Humanity Grand Traverse Region **Date:** February 2023

Contact Info: Wendy Irvin, CEO; 231-941-4663, ext. 323; wendyi@habitatgtr.org

Project Location: Grand Traverse County **Date of Projects:** January/February 2023

Grant Requested : \$50,000 **Grant amount remaining: \$11,133.**

111

Projects and amounts requested for reimbursement by GTLBA

Homeowner Name	Work Completed	Project Amount Submitted	Amount Approved
Beagle	Removed and Replaced roof Resided and foamed back elevation of home. Installed siding in missing areas on front and side elevations. Replaced water damaged walls and flooring in living room. Removed sliding door @ patio and reframed with window. Replaced front and back doors.	\$6,121.16	
TOTAL		\$6121.16	

Grant amount remaining after approvals: \$ 5011.84

J. Beagle

Address: 1761 Derusha Dr Traverse City, MI 49685

Inspected by: Bill Bageris- Absolute Home Services

Date of Inspection: 12/15/21

Date Completed:

Repairs Completed:

Replaced metal roof

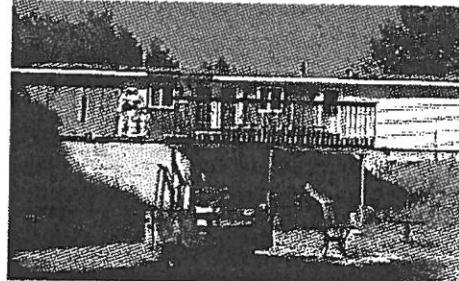
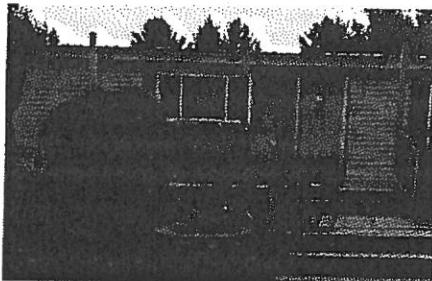
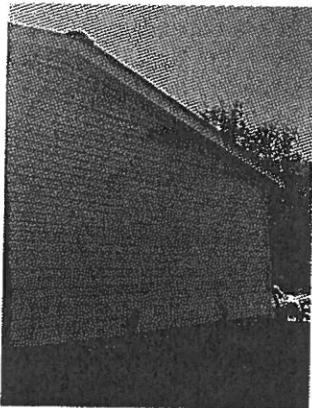
Replaced exposed OSB, missing siding, subfloor and flooring due to rot, and installed new insulation and house wrap to all affected exterior areas. on front and back elevations.

Removed and replaced 2 doors.

Total cost: \$11,024.16

Materials: \$6,121.59

Before



After



Paul Davis Restoration & Remodeling of
Northwest Michigan
1310 Industry Dr.
Traverse City, MI 49696 US
+1 2319339077
nwmi@pauldavis.com

Invoice

PAULDAVIS
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BILL TO
NWMI-22-0177-R
1761 Derusha Dr
Traverse City, MI 49685 USA

SHIP TO
NWMI-22-0177-R
Erin Paull
1761 Derusha Dr
Traverse City, MI 49685 USA

INVOICE # 22-0177-R DATE 02/03/2023 TOTAL DUE \$3,654.95

DUE DATE 03/01/2023 TERMS Due on receipt ENCLOSED

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
* Contract - Commercial Reconst	Contract - Commercial Reconstruction Revenue by Division	1	3,654.95	3,654.95
Total Materials is \$3,861.16	BALANCE DUE			\$3,654.95
Total Labor is \$7,162.99				
For a Total Sale of \$11,024.15				

Total this page \$ 3,861.16

Beagle - Roof

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MENARDS - TRVERSE CITY
4155 US 31 South
Traverse City 49684

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items on this receipt will be in the form
of an in store credit voucher if the
return is done after 02/07/22

If you have questions regarding the
charges on your receipt, please
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Sale Transaction

ORDER 51438
2X4-16' #2&BTR SPF -PICK
1021143 30 \$10.75 322.50
END OF ORDER

TOTAL 322.50
TAX STATE OF MI 6% 19.35
TOTAL SALE 341.85
Menard Contractor Card 9647
Job # or Name : bauer
Auth Code:080826
Chip Inserted a000000817002001
TC - e93de137a74ee6fb

Total this page
\$ 341.85

TOTAL NUMBER OF ITEMS = 30

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
818

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Anne

1565 06 6957 11/09/22 07:22AM 3197

Alexander P. Juyosz

11/23/2021

Rail Roos
This invoice is for material Rail Rokos
sold to Habitat for Humanitygr. for a roofing
job we completed. (Jeanette Beagle)

Rail Rokos
6526 East Lincoln Rd
Cedar Mi. 49621

November 19, 2021

INVOICE FOR STEEL ROOFING MATERIAL

RE ::Material used on Jeanette Beagle's residence

25 sheets of ribbed metal roof sheets 3' x 15 @ \$26.00 ec.	\$650.00
70' white 3' drip edge@47.50 ec.	\$ 52.50

TOTAL AMOUNT DUE..........\$702.50

MANTON METAL SALES LLC

LOW PRICES ON
METAL ROOFING AND SIDING
7812 East 14 Road
Manton, MI 49663
231-824-9002

ORDER NO. PHONE DATE 11-5-21

Habitat for Humanity
Beaople

OLD BY CASH C.O.D. CHARGE ON ACCT. MOSE. RET'D. PAID OUT

QTY. DESCRIPTION PRICE AMOUNT

10	12 COOPERS	132.00
48	VENTED	240.00
2	#12	39.00
400		
2	bag 2	110.00
2	NETS 1/2	612.00

10
#2767

Total this page
469.00

RECEIVED BY <input type="text"/>	NON-PROFIT <input type="text"/>	TAX <input type="text"/> EXEMPT <input type="text"/>
		TOTAL <input type="text"/> 41129.00

1129 Woodmere Ave, Suite F, Traverse City, MI 49686
Air claims and returned goods MUST be accompanied by this Bill

MMS #1128-2021

THANK YOU
AVSTAR, INC FORMS

Approved By Date

1129 Woodmere Ave, Suite F, Traverse City, MI 49686

231-94



an affirmative advertising and marketing program in which there are no barriers to obtaining housing based on race, color, national origin, gender, familial status, or disability.

Beagle

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Traverse City 49684

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items on this receipt will be in the form
of an in store credit voucher if the
return is done after 01/27/22

If you have questions regarding the
charges on your receipt, please
email us at:
TRVCfrontend@menards.com



Sale Transaction

100' 12/3 ALL-RUBBER COR	
3700463	99.99
ORDER	47670
2X4-16' #2&BTR SPF	PICK
1021143 40 @10.24	409.60
END OF ORDER	

TOTAL	509.59
TAX STATE OF MI 6%	30.58
TOTAL SALE	540.17
Menard Contractor Card 964	540.17
Job # or Name : beagle	
Auth Code:005091	
Chip Inserted	
a000000817002001	
TC - d312833bdcc375ff	

TOTAL NUMBER OF ITEMS = 41

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
816

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Denise

14852 05 4534 10/29/21 09:32AM 3197



Total this page

5

12.64

Denys

333-L-E. J.'s Hardware 6735
2301 Zimmerman
Plaistown City Rd 19635

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BLINDS	6439	INVOICE
CASH	153	2.11-8648865
-----		-----
ASPHALT	CASH	
3.00	C	
-----		"CASH" BALES
RENT		

SEARCHED	11.96
SEARCHED	0.68
SEARCHED	12.64
SEARCHED	12.64
SEARCHED	0.00

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Khartoum 6 Feb 12.64
C-4229

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Traverse City 49684



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get more done.

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of an in store credit voucher if the
return is done after 02/01/22

If you have questions regarding the
charges on your receipt, please
email us at:

TRVFCustomerRelations.com



Sale Transaction

Tax Exempt Certificate ID: 3138702
Exempt Type: Construction Contractor

green screws as 1s
1000054 2 849.99 99.99 11

TOTAL SALE

Menard Contractor Card 9647
Job # or Name : beagle
Auth Code:465202

Chip Inserted
000000877002001
TC - 106864cd9d8bco

TOTAL NUMBER OF ITEMS = 2

User ID: HKZ 58491 55766
PASSWORD: 21558 55765

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



Home Rehabilitation Trust Fund Grant Application

Applicant Information

Applicant's Name **Sallie Krepps**

Entity's Name **Habitat for Humanity GTR**

Applicant's Address 2487 Rice St.

City Traverse City State MI. Zip 49684

Email Address sallie@habitatgr.org

Property Information

1761 Derusha Dr
Address of property that did receive or will be receiving service:

City **Traverse City** Zip **49685**

Owner(s): Jeanette Beagle

Who requested this project? Home Owner Social Service Organization

Which Organization?

Was an inspection of the project completed? Yes No

Address 438 W. 7th st. Traverse City MI 49684

Date of Inspection 12/15/2021

Description of planned or completed repair/rehabilitation (attach additional page if necessary):

Remove the existing metal roof and reinstall. Add metal roof to east side of the roof Cap the corners and the top and seal all vents Remove four windows and reinstall with sealer tape. Remove and replace 2 doors. Remove and replace the sliders on the upper deck and in the walk out basement. Remove and replace the existing water heater. Repair Water heater closet walls

Remove old water heater from home Repair holes in drywall. Repair and replace surrounding railing on deck.Repair siding around windows.Replace vinyl siding to exposed portions of home around windows, doors and general siding where it was removed

Replace 10 foot section of fascia and soffits
Interior floor and wall repair in living room

Total completed cost or projected cost for renovation/construction
\$11,024.16

Grant amount being requested for this project? \$6,121.59

Required Documentation

Please include evidence of nonprofit and Certificate of Good Standing.

Applicant Certification

I hereby certify that:

1. I am not in default of property taxes payable to any governmental taxing unit. I understand that the Authority will verify the tax payment status of all property owed by the entity and named applicants making application
2. All of the copies of the materials submitted with this application are complete, accurate and current.
3. I will verify responsibility for completing the project.
4. All activities performed shall be done in accordance with all relevant federal, state, and local laws.
5. I have obtained or will obtain all necessary permits and inspections needed to perform the work.
6. I will verify that funds sought are only for eligible costs as provided in Section 5 by submission of appropriate invoices, estimates, and other documentation.
7. I will provide a report to the Land Bank Authority within 90 days of completion of the project that shall include the following:
 - a. Name and address of the project
 - b. Explanation of the need and work completed
 - c. Pictures showing before and after of the work being completed.
8. I will execute an Agreement with the Land Bank Authority prior to receiving the requested grant.

By signing below, I certify that I/ have read, understand, and agree to be bound by all of the terms of this entire application. I further certify all of the statements set forth in this application are true. I also acknowledge that I have authority to sign this application on behalf of the Organization requesting the grant.

Applicant's Signature Sallee Neppa Date 2-21-23

Applicant's Title Homeowner Services Manager

Organization Habitat for Humanity GTR



Memorandum

Grand Traverse County
County Administration
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4780 Fax (231) 922-4636

TO: Grand Traverse County Land Bank Authority

FROM: Christopher J. Forsyth, Deputy County Administrator *CJF*

DATE: February 21, 2023

SUBJECT: Village of Kingsley DDA Project; Purchase Agreement and Development and Reimbursement Agreement

Included with this memo, are two agreements that Land Bank's counsel Ross Hammersley has prepared for the Land Bank. The first agreement is a purchase agreement whereby the Land Bank would purchase, John's Auto, 103 West Main Street, from John and Melinda Sedlacek for a purchase price of \$350,000. Some of the provisions provided in the purchase agreement include that sellers would provide the Land Bank a warranty deed at closing, there would be an extensive due diligence period prior to closing, and the closing is also contingent upon the Land Bank and DDA executing the Development and Reimbursement Agreement.

The Development and Reimbursement Agreement is also attached. This agreement is with the Village DDA and would require that the Land Bank hold the property for the purpose of redeveloping the property, which would be led by the DDA. Other provisions relate to the transfer of the property to the DDA if certain conditions are met.

Note that both agreements will require further review and negotiations. They more than likely will be revised. But these are before the Land Bank now as I wanted to keep the Land Bank apprised of an important redevelopment project for our area.

Please let me know if you have any questions concerning the above.

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“Agreement”) is entered into and made effective as of this _____ day of _____, 2023 (“Effective Date”), by and between the GRAND TRAVERSE COUNTY LAND BANK AUTHORITY, whose address is 400 Boardman Avenue, Suite 104, Traverse City, Michigan 49684 (“Buyer” or “Land Bank”) and JOHN F. & MELINDA SUE SEDLACEK, whose address is P.O. Box 413, Kingsley, Michigan 49649 (“Sellers” or “Sedlaceks”), for the sale and transfer of title of real property located at 103 West Main Street, Kingsley, Michigan 49649 and legally described on the attached **Exhibit A** (“Property”) on the terms and conditions set forth below.

WHEREAS, the real property described on Exhibit A is on a prominent street corner in the Village of Kingsley, Michigan and previously served as the location of an auto-repair shop for __ years; and

WHEREAS, the Village of Kingsley Downtown Development Authority (“DDA”) has identified the Property as a potential opportunity for redevelopment;

WHEREAS, the Land Bank and the DDA have undertaken preliminary discussions regarding the potential redevelopment of the Property by the DDA with assistance from the Land Bank and the Land Bank is ready and willing to provide certain assistance with the redevelopment of the Property as detailed in this Purchase Agreement and in the Redevelopment and Reconveyance Agreement that is being executed contemporaneously herewith;

WHEREAS, the DDA and the Land Bank agree that the Land Bank will purchase the real property described on Exhibit A for the purpose of partnering with the DDA in order to facilitate the remediation and redevelopment of said property (the “Purpose”); and

WHEREAS, the Land Bank Authority is prepared and desires to undertake the purchase of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the purchase price to be paid, the benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Sale.** The Sellers agree to sell to the Land Bank, and the Land Bank agrees to purchase, the Property, including all of Sellers’ rights, title, and interest in and to all appurtenances, easements, access rights, and similar rights, under the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for the Property shall be Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00). The Purchase Price shall be payable to the Sellers at the Closing (as hereinafter defined) by cashier’s check, cash, or other readily available funds as agreed upon in advance of closing by the parties. The Land Bank agrees to assume all

other costs associated with the conveyance of the Property as outlined in this Agreement, which may be reimbursed or paid directly by the Village of Kingsley DDA.

3. **Conveyance.** The Sellers will convey the Property by Warranty Deed to the Land Bank; a proposed sample deed is attached and incorporated herein as **Exhibit B** to this Agreement. Sellers shall deliver possession of the Property to the Land Bank at Closing.

4. **Conditions Precedent to the Land Bank's Obligation to Close.** The Buyer's obligation to Close on this transaction is subject to the following condition precedent: The Grand Traverse County Land Bank Authority shall have approved this Purchase Agreement as well as the Redevelopment and Reconveyance Agreement between the Buyer and the Village of Kingsley DDA which is expected to be executed contemporaneously herewith authorizing the Land Bank's purchase of this Property and the correlative rights, obligations, and responsibilities of the Land Bank and the DDA with respect to said Property.

5. **Inspection & Due Diligence.**

a. The Land Bank, at its sole cost and expense, shall have one hundred and eighty (180) days from the Effective Date for such physical inspections of the Property as the Land Bank deems desirable, including environmental site assessment(s), geotechnical investigation(s), utilities and other inspections (the "Inspection Period"). It will be the sole responsibility of the Land Bank to make its own investigations, studies, tests, reports, and other due diligence inquiries as to the Property as deemed appropriate by the Land Bank.

b. Sellers authorize the Land Bank and the Land Bank's agents to enter upon the Property for the purpose of conducting such inspections, studies, and tests thereon as the Land Bank may deem reasonably appropriate to ascertain the condition of the Property and its suitability for the redevelopment of the Property by the DDA, including, but not necessarily limited to, a Baseline Environmental Assessment as defined under Part 201 of the Michigan Natural Resources and Environmental Protection Act (NREPA)(MCL §324.20101 *et seq.*).

c. The Land Bank hereby releases Sellers of any and all liability associated with entry and inspection, and warrants that it will comply with applicable regulations regarding environmental and other matters. The Land Bank shall provide the Sellers with such proof of insurance as the Sellers shall reasonably require, including pollution liability coverage provided by its environmental consultant. The Land Bank shall restore the Property and/or any damage to the Property occasioned by the Land Bank's inspection activities, and shall indemnify, defend and hold Sellers harmless to the extent allowable by law against any loss or liability arising from the Land Bank's inspection activities. Such indemnity shall survive termination of this Agreement or the Closing, as the case may be, for a period of one (1) year.

d. The Land Bank may, at its own, sole expense, within thirty (30) days of the Effective Date, obtain a survey ("Survey") and/or title commitment ("Commitment") of

the Property. If either is not satisfactory, the Land Bank will give the Sellers written notice within twenty-one (21) days of the Land Bank's receipt of such Survey and/or Commitment of the deficiencies in the Survey or title that must be corrected.

e. After initiating its inspection activities, if the Land Bank is not reasonably satisfied with the results of its investigations and due diligence inquiries, the Land Bank, in its sole discretion, may proceed to Closing or cancel this Agreement by providing written notice to the Sellers at any time prior to the expiration of the Inspection Period. In such case, the parties shall no further obligations or liabilities hereunder, other than those which expressly survive the termination of this Agreement.

6. **Environmental.** The Land Bank acknowledges that the Sellers assume no liability or responsibility for the presence of any toxic, hazardous, polluting or injurious substances on, in, or below the Property. Except as expressly stated herein, Sellers make no representations as to any toxic, hazardous, polluting or injurious substances on, in, or below the Property or any property adjacent to the Property.

- a. The Land Bank agrees to take no administrative, judicial or other legal action against the Sellers because of the existence or discovery of any toxic, hazardous, polluting or injurious substances. Actions include, but are not limited to, any action for contribution, cost recovery, third party action, injunctive relief to compel the Sellers to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Land Bank may have to comply with federal, state or local law in conjunction with the investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance(s). The Land Bank agrees to release and hold harmless the Sellers from any and all existing and future claims related to the existence or discovery of any toxic, hazardous, polluting or injurious materials in, on, below or emanating from the Property. Nothing in this paragraph shall be deemed to prohibit the Sellers from contributing to or otherwise assisting with any investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance(s) in, on, below, or emanating from the Property.
- b. The Land Bank agrees to indemnify the Sellers and to hold the Sellers harmless to the extent allowable by law if any hazardous, polluting, injurious, or toxic substances exist, are discovered in, on, below, or emanating from the Property or their condition is exacerbated by the Land Bank.
- c. Sellers make no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Sellers to the Land Bank in connection with the sale of the Property. The Land Bank acknowledges and agrees that all materials, data and information delivered or made available by Sellers to the Land Bank are provided as a convenience only and that any reliance on or use of such materials, data or information by the Land Bank will be at the Land Bank's sole risk.

d. Without limiting the foregoing provisions, the Land Bank acknowledges and agrees that (a) any environmental or other report regarding the Property which is delivered or made available by Sellers to the Land Bank will be for general informational purposes only, (b) the Land Bank will not have any right to rely on such report delivered or made available by Sellers to Land Bank, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by the Land Bank with respect thereto, (c) neither Sellers nor the person or entity which prepared any such report delivered or made available by Sellers to the Land Bank will have any liability to the Land Bank for any inaccuracy in or omission from any such report, and (d) the Land Bank will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

7. **“As Is” Transaction.** The Land Bank acknowledges that the Sellers do not make any representations or warranties of any kind whatsoever, either express or implied, except as expressly contained in this Agreement with respect to the Property or any related matters and that the Property is being transferred to the Land Bank in “As Is” condition, with all faults.” In particular, the Sellers make no representations or warranties with respect to the use, physical condition, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations, or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health, or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations, or requirements.

SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THE LAND BANK WILL RELY SOLELY ON ITS OWN INVESTIGATION AND REVIEW OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY ENVIRONMENTAL REPORT(S) OR ASSESSMENT(S) OBTAINED BY THE LAND BANK IN MAKING ANY DECISIONS REGARDING THE SUITABILITY OF THE PROPERTY.

Upon Closing, the Land Bank will be deemed to have accepted the Property in “as is condition, with all faults,” including the location and extent of boundaries, the condition of all improvements, and the environmental condition of the Property.

8. **Closing.** The Land Bank and the Sellers shall close this transaction (“Closing”) on the date (the “Closing Date”) that is mutually agreeable to the parties. If the Agreement is not terminated prior to the expiration of the Inspection Period, then the Land Bank shall be deemed to have accepted the condition of the Property and Closing shall then occur within thirty (30) days. Closing shall take place via escrow or at the office of the Title Company or such other place as the parties may mutually agree. All closing costs and special assessments, if any, will be paid by the Land Bank. Each of the parties shall be responsible for its own legal fees.

9. **Buyer’s Representations and Warranties.** The Land Bank represents and warrants to the Sellers as follows:

- a. The Land Bank has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out the Land Bank's obligations hereunder, and all requisite action necessary to authorize the Land Bank to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of the Land Bank is duly authorized to do so.
- b. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against the Land Bank which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.
- c. The foregoing representations and warranties of the Land Bank shall be continuing and shall be true and correct as of the Effective Date and as of the Closing, and all such representations and warranties shall survive the Closing.

10. **Governing Law.** The validity, enforceability, interpretation of this Agreement shall be construed under and in accordance with the laws of the State of Michigan where the Property is located.

11. **Binding Effect.** This Agreement shall bind the parties hereto, their respective heirs and assigns. The Buyer may freely assign its interest hereunder.

12. **Notices.** Any notices, demands, or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered; or (ii) one (1) business day after delivery by FedEx or similar overnight service for next business day delivery; or (iii) three (3) business days after deposit in the U.S. mail first class postage prepaid; or (iv) when sent by facsimile or electronic transmission (by PDF) during normal business hours (i.e., 8:00 a.m. to 6:00 p.m., Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. In all cases, notices shall be addressed to the parties at their respective addresses given below:

If to Sellers:

John F. & Melinda S. Sedlacek
P.O. Box 413
Kingsley, Michigan 49649
Ph.: (____) _____
Email: _____
Fax: _____

If to Buyer:

Grand Traverse County Land Bank Authority
400 Boardman Avenue, Suite 104
Traverse City, Michigan 49684
Ph.: (231) 922-4735

Email: _____
Fax: _____

With a Copy to:
Olson, Bzdok & Howard, PC
420 East Front Street
Traverse City, Michigan 49686
Ph.: (231) 946-0044
Email: _____
Fax: (231) 946-4807

13. **Sellers' Default.** The Land Bank may elect to treat this Agreement as cancelled, in which case all monies paid by the Land Bank hereunder shall be returned and the Land Bank may recover such damages as may be proper, or the Land Bank may elect to treat this Agreement as being in full force and effect and the Land Bank shall have the right to specific performance or damages, or both.

14. **Buyer's Default.** Sellers' remedies shall be limited to liquidated damages in the amount of \$ _____ [OR] any monies actually paid by the Land Bank to the Sellers up to the date of the occurrence of the event of default. It is agreed that such payments and things of value are liquidated damages and are Sellers' sole and only remedy for the Land Bank's failure to perform the obligations of this Agreement. The parties agree that Sellers' actual damages in the event of the Land Bank's default would be difficult to measure, and the amount of the liquidated damages provided herein is a reasonable estimate of said damages.

15. **Termination.** In the event this Agreement is terminated, as provided in this Agreement, absent a default, any monies actually paid by the Land Bank to the Sellers shall be returned to the Land Bank, in-full, within fourteen (14) business days with all parties being relieved of their obligations as set forth herein.

16. **Miscellaneous Provisions.**

- a. Each provision of this Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement is declared invalid, the remaining provisions of this Agreement shall remain in full force and effect.
- b. This Agreement may be changed or modified only if in writing and signed by both parties.
- c. No third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.
- d. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively

this Agreement. Without limiting the generality of the foregoing, the parties agree to, if requested by the other party, execute acknowledgments of receipt with respect to any materials delivered with respect to the Property. The provisions of this Section will survive Closing.

- e. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.
- f. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.
- g. The Land Bank and the Sellers acknowledge that there are no real estate brokers that are owed a commission for the purchase and sale of the Property pursuant to this Agreement.

17. **Entire Agreement.** This instrument constitutes the entire agreement between the Sellers and the Land Bank, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated herein.

18. **Successors and Assigns.** This Agreement shall be binding on and will inure to the benefit of and bind both parties, as well as their respective agents, representatives, executors, administrators, heirs, successors and assigns.

Accordingly, the Sellers and the Land Bank have executed this Agreement to be considered effective as of the date first written above.

SELLER:
JOHN F. SEDLACEK

SELLER:
MELINDA SUE SEDLACEK

BUYER:
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

By: _____
Its: _____

Exhibit A
Legal Description of the Property

LOT 72 & N 12.62' OF LOT 73 ASSESSOR'S MAP OF KINGSLEY. 2/99
MCNAIR RETAIN USE OF EXISTING DRIVEWAY FOR INGRESS &
EGRESS TO BLDG ON LOT 69.

Exhibit B
SAMPLE Warranty Deed

See attached.

DEVELOPMENT & REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (“Agreement”) is effective as of _____, 2023 (“Effective Date”), by and between the **VILLAGE OF KINGSLEY DOWNTOWN DEVELOPMENT AUTHORITY**, a municipal authority formed under Michigan law and located at 207 South Brownson Avenue, Kingsley, Michigan 49649 (“DDA”), and the **GRAND TRAVERSE COUNTY LAND BANK AUTHORITY**, a Michigan public body corporate operating at 400 Boardman Avenue, Traverse City, Michigan 49684 (“Land Bank”).

PREMISES

- A. The DDA seeks to redevelop certain real property located on a prominent street corner within the Village of Kingsley, Grand Traverse County, Michigan and legally described on the attached **Exhibit A** (the “Property” or “Site”);
- B. The Land Bank is willing to assist the DDA in its efforts to redevelop the Property in certain respects;
- C. The DDA is in the process of generating a plan for the redevelopment of the Property, and potentially adjacent property(ies), and will benefit from the assistance from and cooperation with the Land Bank as the DDA prepares the necessary planning, marketing, and redevelopment documentation and materials for the Property;
- D. The parties anticipate that the redevelopment of the Property and related public infrastructure elements are not financially feasible without access to certain Brownfield or other tax incentives available under Michigan law;
- E. As detailed below, the Land Bank is prepared and intends to enter into a Purchase Agreement with the owners of the Property (Mr. John F. & Mrs. Melinda Sue Sedlacek) to move forwards towards the purchase the Property contemporaneously with the execution of this Agreement, and to hold said Property for a certain period in order to assist and facilitate the DDA’s efforts to prepare the aforementioned redevelopment plans and other materials necessary for eligibility for certain tax incentives available under Michigan law;
- F. The Land Bank desires to only hold the Property for a limited period, and will convey the Property to the DDA at the conclusion of the time period set forth below if it has not been previously conveyed pursuant to an approved redevelopment plan, subject to the terms and conditions described below.
- G. The parties desire to establish the terms, covenants, and conditions upon which the Land Bank will purchase the Property, those upon which the Property shall be redeveloped, and those under which the Land Bank will subsequently convey the Property to the DDA, as provided below.

H. The Land Bank was formed pursuant to Act 258 of the Public Acts of Michigan of 2003 (codified at MCL 125.751 *et seq.* (the “Act”), to facilitate the use and development of certain property and promote economic growth.

I. The Land Bank has determined that entering into this Agreement is in furtherance of the Land Bank’s purposes and will help the Land Bank accomplish its goals to facilitate the redevelopment and use of certain Property by assisting the DDA in its pursuit of approval of a Brownfield Plan to reimburse the cost of certain “Eligible Activities” as defined by Sec. 2(o) of Act 381, Public Acts of 1996, MCL 125.2652(o) on the Property as will be described in a forthcoming, proposed Brownfield Plan and Act 381 Work Plan(s) (defined below) as the same may be subsequently amended or supplemented.

Therefore, in consideration of the economic development potential of the Property if the Project is developed, as well as the mutual covenants and commitments contained in this Agreement, receipt of which is severally acknowledged, the DDA and the Land Bank hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1. PURCHASE OF PROPERTY.

Section 1.1. No later than seven (7) business days after the Effective Date of this Agreement, the Land Bank will execute a Purchase Agreement setting forth the terms and conditions of the Land Bank’s purchase of the Property from the present owners, John F. and Melinda Sue Sedlacek (the “Purchase”). The purchase price for the Property shall be Three Hundred and Fifty Thousand (\$350,000.00) Dollars. The Purchase Agreement shall be in substantially the same form as the unexecuted proposed agreement attached hereto as **Exhibit B**.

Section 1.2. Any recording costs or state and county transfer taxes associated with the Purchase may be paid by the Land Bank, but shall be considered the responsibility of the DDA, where the DDA shall reimburse any such costs actually paid by the Land Bank in the course of this transaction. The DDA shall be responsible for paying all real property taxes and assessments, if any, that are due and payable at the time of the Purchase. Prior to the Second Closing (as such term is defined below), the DDA shall continue to be responsible for the payment of all real property taxes and assessments, if any, that may become due and payable while the Land Bank holds title to the Property. Following the Second Closing, the DDA shall be responsible for the payment of all real property taxes and assessments.

Section 1.3. The Land Bank shall prepare and file a Property Transfer Affidavit of the Purchase. The DDA has not provided the Land Bank with a title commitment, however the Land Bank is satisfied with the condition of title to the Property. During the period that the Land Bank holds title to the Property, neither party shall attempt to transfer any interest in the Property or grant any mortgage, lien, or encumbrance with respect to the Property, without the prior written consent of the other party, which shall not be unreasonably withheld. The Land Bank agrees to consent to and join in the execution of any easements in favor of the DDA, Village, or other governmental authority(ies) which may be required for the development of the Project.

Section 1.4. The DDA shall be responsible for paying any and all water and other utility bills, if any, that are due at the time of the purchase of the Property by the Land Bank, and any and all water and other utility bills, if any, that may become due while the Land Bank holds title to the Property until the Second Closing. Following the Second Closing, the DDA shall be responsible for paying all water and other utility bills, unless and until the redevelopment project has progressed and a new, third-party owner of the property has become responsible for such costs.

Section 1.5. In the event the Land Bank actually closes on the purchase of the Property from the current owners (“Transfer”), this Agreement and in particular the provisions of Article 3 herein shall govern the use and control of the Property, including the subsequent conveyance by the Land Bank to the DDA, as set forth below.

Section 1.6. Due Diligence. As set forth in the proposed Purchase Agreement, prior to the Transfer, the Land Bank may conduct its own Phase I Environmental Site Assessment and/or other due diligence activities on the Property. The Land Bank shall have access to the Property from the current owners during the one hundred and eighty (180) day due diligence or “Inspection Period,” and the DDA agrees to reasonably cooperate with the Land Bank with respect to requests for information related to the environmental status of the Property. The parties agree to cooperate in pursuit of any grant applications or pursuit of other financial assistance for any environmental assessment(s) or remediation work that may be available through programs administered by the State of Michigan, including, but not necessarily limited to, the Department of Environment, Great Lakes, and Energy.

ARTICLE 2. TERMS AND USE OF PROPERTY.

Section 2.1. No later than sixty (60) days following the Land Bank’s execution of the Purchase Agreement for the Property, the DDA shall initiate the process to apply to and seek to obtain from the Grand Traverse County Brownfield Redevelopment Authority (“GTCBRA”) the necessary brownfield incentives for the Project, including approval of the Brownfield Plan by the GTCBRA, the Village of Kingsley, and the County Board of Commissioners, as well as GTCBRA approval and execution of a Brownfield Reimbursement Agreement (the “Brownfield Agreement”) that will (1) approve the applicable Brownfield Plan and the Eligible Costs (as defined in the Brownfield Agreement) to be incurred pursuant to the Brownfield Plan, and (2) authorize reimbursement of such Eligible Costs from Tax Increment Revenues pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended, all on terms and conditions acceptable to the DDA and the GTCBRA (collectively, the “Brownfield Approvals”). The Land Bank shall receive the eligible tax reverted property specific tax (“Specific Tax”) for the first five (5) tax years following the Second Closing, pursuant to Public Act 260 of 2003 (the “5/50 Tax Revenue”). The Land Bank acknowledges and agrees that, other than the Land Bank’s right to receive the 5/50 Tax Revenue and its right to reimbursement of real estate transaction costs expenses actually incurred in obtaining title to the Property, the Land Bank shall not be entitled to receive any additional monetary consideration for entering into this Agreement or for performing its obligations under this Agreement. The Land Bank shall reasonably cooperate with the DDA’s efforts to obtain the Brownfield Approvals for the Property (which cooperation shall not exceed reviewing submittals and supporting same at public hearings or in writing (or both), if requested). The Land Bank shall

have no financial obligations related to the DDA's application to the GTCBRA, preparation and facilitation of approval of the Brownfield Plan or the DDA's obligations as developer under the Brownfield Agreement. The DDA may be required by the GTCBRA to deposit funds with the GTCBRA sufficient to cover the costs of the GTCBRA's review of its application and associated materials.

Section 2.2. Following the Transfer, the Land Bank may authorize the DDA to enter the Property to conduct certain Pre-Development Activities and Development Activities (as both terms are defined below) to the extent such activities are time-sensitive and need to be conducted prior to the Second Closing. The DDA hereby releases and agrees to hold the Land Bank harmless from any and all liability associated with such entry, and further represents and warrants that it will comply with all applicable laws, rules, regulations, and ordinances regarding environmental and other matters. It is the DDA's responsibility to obtain any and all necessary permits and licenses required to perform any such Pre-Development and Development Activities set forth herein and, when applicable, to arrange for subsequent inspections through the appropriate authorities. The DDA will comply with all applicable local codes, regulations, and ordinances, and will comply with all applicable state and federal codes and laws.

Section 2.3. The DDA shall indemnify, defend, and hold the Land Bank, its Board and employees (the "Land Bank Indemnified Parties") from any and all liability arising out of or in any way related to the Land Bank's performance under this Agreement, the Land Bank's ownership of the Property, or any liability resulting from any acts of the DDA's employees, contractors, or agents; provided, however, the DDA shall not be obligated to indemnify, defend, and hold the Land Bank Indemnified Parties harmless from the intentional or grossly negligent acts or omissions of the Land Bank Indemnified Parties. The foregoing obligation shall survive the termination of this Agreement.

Section 2.4. The Land Bank may in its sole discretion elect to obtain and maintain general liability insurance coverage and/or other insurance coverage during the period between the Transfer and the Second Closing. If, between the Transfer and the Second Closing, the DDA desires to conduct any Pre-Development Activities and/or Development Activities on the Property, the DDA shall obtain, at its sole cost and expense, prior to commencement of any such activities, a policy of commercial general liability insurance (as set forth below) including pollution liability coverage to protect the Land Bank Indemnified Parties from claims that might arise out of or as a result of the DDA's or its contractor's operations or activities on, at, or related to the Property. Additionally, the DDA shall require its contractors and subcontractors to purchase and maintain, at their sole expense and as long as they are provided services to the DDA, the following insurance coverage:

A. Commercial General Liability. Occurrence basis with a Broad Form General Liability Endorsement or its equivalent which shall include (but is not limited to) coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations liability coverage. Coverage shall be endorsed to include the Land Bank as an additional named insured party for work performed by the DDA or contractor or subcontractor or for the DDA

in accordance with this Agreement. The following Minimum Limits shall apply:

- \$1,00,000 per occurrence; \$2,000,000 general aggregate;
- \$2,000,000 aggregate for products and completed operations;
- \$1,000,000 pollution liability.

B. Automobile. Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned vehicles. Coverage shall be endorsed to include the Land Bank as additional insured for work performed by or for the DDA in accordance with this Agreement. The following Minimum Limits shall apply:

- No-fault coverages: statutory;
- \$500,000 per person / \$1,000,000 per accident: bodily injury;
- \$500,000 per occurrence: property damage; OR
- A combined single limit of \$1,000,000 per occurrence.

Insurance coverage shall cover all claims against the Land Bank, its Board and respective officials and employees, arising out of the work performed by the DDA or any of its contractors or subcontractors under this Agreement. For all work subcontracted, it shall be the responsibility of the DDA to maintain (or to arrange for the subcontractor(s) to maintain) Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the DDA shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the state of Michigan.

Said policies of insurance shall be with companies listed to do business in the State of Michigan and in a form satisfactory to the Land Bank. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by the Land Bank, and in the event the Agreement is so terminated by the Land Bank, the Land Bank shall immediately transfer and convey fee title to the Property back to the DDA. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. DDA waives all rights against the Land Bank for the recovery of damages that are covered by insurance policies the DDA is required to maintain pursuant to this Agreement. The DDA's failure to obtain and maintain the required insurance will not limit this waiver. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the Land Bank. If the DDA's policy contains coverage limits higher than the required minimums, the Land Bank is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified above are not intended, and may not be construed to limit any liability or indemnity of the DDA to any indemnified party or other person.

Any and all required insurance policies shall be maintained until the Second Closing occurs as set forth in Article 3 of this Agreement. The DDA shall be responsible for providing evidence of the renewal of any insurance policy.

Section 2.5. During the period the Land Bank holds title to the Property, if any construction liens are filed against the Property as a result of the DDA's Pre-Development Activities or Development Activities, the DDA, at its cost, shall cause such construction liens to be discharged or bonded over in accordance with Michigan law or in such other manner that is reasonably acceptable to the Land Bank.

Section 2.6. For purposes of this Agreement, "Pre-Development Activities" shall mean the performance of site inspections, studies, reports, and surveys that the DDA determines are necessary or desirable to obtain the governmental approvals and permits necessary to develop the Project and the intended Public Infrastructure Improvements. The Land Bank agrees to cooperate with the DDA's efforts to obtain such governmental approvals and permits, including joining in applications for such approvals and permits, at no cost or liability to the Land Bank. If the Land Bank is required to join in any approval application, any permit issued pursuant to such application shall be issued in the DDA's name and the Land Bank shall not be shown as a permittee, nor shall the Land Bank have any obligations under any permit issued for the development of the Project. For purposes of this Agreement, "Development Activities" shall mean and include the following: (i) land clearing and grading; (ii) installation of soil erosion measures; (iii) installation of off-site and on-site water, sanitary sewer and storm drainage improvements; (iv) installation of paving improvements; (v) installation of entranceway and landscaping improvements; (vi) installation of the Public Infrastructure Improvements; and (vii) all related development activities required to obtain building permits for the construction of the Project.

Section 2.7. During the term of this Agreement, the Land Bank shall have no obligation to secure or maintain the Property. It is understood that the DDA will provide any and all required maintenance, insurance, and security during the term of this Agreement. Following the Second Closing, the DDA shall be solely responsible, at its cost, for securing, maintaining, and insuring the Property. If the DDA fails to maintain or insure the Property, and such failure is not cured within thirty (30) days from their receipt of notice of default from the Land Bank, then the Land Bank may, but shall not be obligated to, perform the required maintenance or obtain the required insurance and to the extent the Land Bank incurs any costs to maintain the Property in compliance with all governmental laws, rules, regulations, or ordinances, the DDA shall pay the actual costs incurred by the Land Bank, plus a twenty (20%) percent administrative fee, payable on the day the Second Closing occurs.

Section 2.8. It is the express intent of the parties that the Land Bank shall not incur any expenses or liabilities by entering into this Agreement, other than the Land Bank's overhead and personnel costs and the fees of any outside professionals directly engaged by the Land Bank.

Section 2.9. During the period that the Land Bank holds title to the Property, the Land Bank shall not transfer, convey, or otherwise encumber any interest in the Property or enter into any agreement or incur any obligations that would be binding upon the Property or the DDA,

without the consent of the DDA. Notwithstanding the foregoing, the Land Bank may grant easements requested by the DDA that are required for the development of the Project.

ARTICLE 3. TRANSFER BACK AT THE SECOND CLOSING.

Section 3.1. The Land Bank shall convey to the DDA all of the Land Bank's right, title, and interest in and to the Property within fifteen (15) days from the later to occur of the following "Reconveyance Conditions": (A) **January 2, 2028**; or (B) the date on which the DDA has satisfied all of the following conditions: (i) approval of the Brownfield Plan and Brownfield Agreement; (ii) DDA providing reasonable evidence to the Land Bank that the DDA has initiated and is prepared to consummate the Second Closing. If the DDA has satisfied the conditions stated in (B) above prior to **January 2, 2028**, the Land Bank may, in its discretion, elect to convey the Property to the DDA prior to **January 2, 2028**. Notwithstanding the foregoing, the Land Bank shall convey the Property to the DDA on **January 2, 2028**, regardless of whether the conditions stated in (B) above have or have not been satisfied by such date. The Land Bank shall convey title to the Property over to the DDA as provided below.

Section 3.2. Reconveyance, Closing and Possession. The DDA shall bear all costs and fees associated with the Reconveyance. Notwithstanding the foregoing, at any time after the GTCBRA and the Grand Traverse County Board of Commissioners, with the concurrence of the Village of Kingsley, have approved the Brownfield Plan and the Brownfield Agreement has been approved and executed, the Land Bank may elect to reconvey the Property to the DDA. In any event, the reconveyance of the Property from the Land Bank to the DDA shall be consummated no later than fifteen (15) calendar days from the satisfaction of the Reconveyance Conditions under Section 3.1 above, at a location and time agreed upon by both the Land Bank and the DDA (the "Second Closing"). At the Second Closing, the parties shall take the following actions:

A. The Land Bank shall execute and deliver to the DDA a Quit Claim Deed prepared by the Land Bank (the form and content of which shall be approved by the Land Bank and the DDA) conveying to the DDA marketable title to the Property, subject only to: (i) matters of record that existed as of the date of the Transfer of the Property to the Land Bank; (ii) any additional encumbrances that were granted by or caused by the acts or omissions of persons other than the Land Bank; (iii) easements granted by the Land Bank at the DDA's request; and (iv) the lien of taxes and assessments not yet due and payable. The DDA shall file a Property Transfer Affidavit pertaining to the reconveyance.

B. The parties shall enter into and record the Declaration described in Section 4.6 below.

C. The DDA may, at its sole cost, obtain a policy of title insurance for the Property. The Land Bank agrees to cooperate with the DDA obtaining such title insurance, provided that the Land Bank shall not be required to incur any cost or liability.

D. The Land Bank shall deliver possession of the Property to the DDA.

E. The parties shall take such further actions and deliver such additional documents as may be reasonably requested by the Land Bank or the title company, which are reasonably necessary to consummate the conveyance of the Property to the DDA. The Land Bank shall execute and deliver such affidavits, with representations only and without warranty or indemnity, which a title company (if employed) may reasonably request to eliminate the so-called “standard exceptions” from the policy of title insurance. The DDA shall be responsible for the preparation of all closing documents other than the Quit Claim Deed.

F. All closing costs, recording costs, title insurance premiums, taxes and special assessments, if any, will be paid by the DDA. Each party shall be responsible for its own legal fees.

Section 3.3. At the Second Closing, the DDA will accept the Property “AS IS, WHERE IS, WITH ALL FAULTS” that is, in its then-present condition.

Section 3.4. The execution and delivery of the Quit Claim Deed by the Land Bank will be deemed to be in full performance and discharge of all the terms and conditions of this Agreement to be observed or performed by the Land Bank, except those that are stated expressly to survive the Second Closing and/or termination of this Agreement.

Section 3.5. The DDA shall be responsible for paying all real property taxes and assessments, if any, that are due and payable at the time of the Second Closing, and also all real property taxes and assessments, if any, that may become due and payable thereafter. The DDA shall be responsible for paying all water and other utility bills, if any, that are due at the time of the Second Closing and all water and other utility bills, if any, that become due thereafter.

ARTICLE 4. POST-SECOND CLOSING OBLIGATIONS.

Section 4.1. The DDA covenants and agrees that, following the Second Closing, the DDA, at its cost, will use its good faith best efforts to develop the Project in accordance with this Agreement and the Brownfield Agreement, including, without limitation, using its good faith best efforts to commence and complete the Development Activities within the time periods required under this Agreement and Brownfield Agreement.

Section 4.2. Following the Second Closing, the DDA agrees to prosecute, or cause to be prosecuted, the planned improvements upon the Property in a good and workmanlike manner and in accordance with the terms of this Agreement and the Brownfield Agreement.

Section 4.3. At the Second Closing, the DDA and the Land Bank shall enter into a Declaration of Covenants (“Declaration”) that acknowledges the DDA’s obligation to perform the Development Activities required under Section 4.1 of this Agreement. The Declaration and the Land Bank’s rights thereunder and under this Agreement shall be expressly subject and

subordinate to any mortgage that secures development or construction financing for the Project, regardless of whether such mortgage is recorded prior to or after the recording of the Declaration. Without limiting the foregoing, at the DDA's request, the Land Bank shall execute a subordination agreement in the form that is reasonably required by the DDA's mortgagee. The Declaration shall be prepared by the DDA and shall be mutually acceptable to the DDA and the Land Bank. The DDA, at its cost, shall be responsible for recording the Declaration. Following the Completion Date, the Land Bank and DDA shall execute a recordable termination of the Declaration, which termination shall be prepared and recorded by the DDA, at its cost.

ARTICLE 5. DEFAULT; RETAINED BROWNFIELD AND 5/50 TAX REVENUE RIGHTS.

Section 5.1. In the event of default by the DDA, the Land Bank will provide written notice of default to the DDA. If the DDA fails to cure such default within thirty (30) days from the DDA's receipt of said notice, the Land Bank shall be entitled, at its election and as its sole remedy, to terminate this Agreement by written notice delivered to DDA, in which event the Land Bank shall re-convey the Property to the DDA in the manner provided in Section 3.2(A) above and, aside from the payment coverage provisions below, the parties shall have no further rights and obligations under this Agreement, with the exception of those obligations that expressly survive the termination of this Agreement. In such event, the Land Bank may note in the deed reconveying the Property that the Property may not be included in a Brownfield Plan or utilized to qualify for financing pursuant to the Brownfield Redevelopment Financing Act, being Public Act 381 of 1996, codified at MCL 125.2651 *et seq.*

Section 5.2. In the event of default by the Land Bank, the DDA shall provide written notice of default to the Land Bank. If the Land Bank fails to cure such default within thirty (30) days of the Land Bank's receipt of the DDA's written notice, the DDA shall be entitled at its election and as its sole remedy to terminate this Agreement by written notice delivered to the Land Bank, in which event the Land Bank shall re-convey the Property to the DDA in the manner provided in Section 3.2(A) and the parties shall have no further rights and obligations under this Agreement, with the exception of those obligations that expressly survive the termination of this Agreement; provided, however, if the Land Bank fails to reconvey the Property as required under this Agreement, the DDA may specifically enforce said reconveyance obligation.

Section 5.3. If, subsequent to the Transfer of the Property to the Land Bank, this Agreement is thereafter terminated for any reason, including termination under Section 7 below, and the Property is reconveyed by the Land Bank to the DDA, the Land Bank shall retain its rights to the 5/50 Tax Revenue. This provision shall survive the termination of this Agreement.

Section 5.4. If, subsequent to the Transfer of the Property to the Land Bank, this Agreement is thereafter terminated for any reason, the DDA shall be responsible for and obligated to pay to the Land Bank the full Purchase Price of the Property. This payment coverage obligation shall survive the termination of this Agreement.

ARTICLE 6. ZONING, SAFETY, AND REGULATORY COMPLIANCE. The DDA acknowledges that it will comply with all applicable zoning ordinances and local ordinances and regulations, subject to the terms of this Agreement. The DDA acknowledges that the Land Bank is under no obligation to take any action to bring the Property into compliance with any applicable statutes, or local ordinances, rules, or regulations, and that the DDA has had the opportunity to make a personal inspection of the Property. The DDA further acknowledges that it is the DDA's responsibility to obtain all necessary approvals and permits for the Project from all State and local regulatory agencies, which have and will continue to have, or will obtain, jurisdiction.

ARTICLE 7. TERMINATION. Notwithstanding anything to the contrary contained herein, if any of the following occur prior to the Second Closing, the DDA may terminate this Agreement by providing written notice of termination to the Land Bank: (i) the DDA is unable to obtain the Brownfield Approvals or obtain the other governmental approvals and permits necessary to develop the Project, on terms and conditions acceptable to the DDA; or (ii) the DDA is unable to obtain the equity and financing necessary to develop the Project, on terms and conditions acceptable to the DDA; or (iii) if the DDA reasonably determines that it is not economically feasible to proceed or continue with the Project. To the extent termination is based on either (ii) or (iii) above, the DDA shall provide the Land Bank with a detailed written explanation of the circumstances leading to the requirement to terminate. If the DDA provides the Land Bank with written notice of termination prior to the Second Closing, the Land Bank shall, within forty-five (45) days from the Land Bank's receipt of the DDA's written termination notice, reconvey the Property to the DDA in the manner provided in Section 3.2(A), and the parties shall thereafter have no further rights or obligations under this Agreement, with the exception of Section 5.4 above, as well as all obligations set forth herein that expressly survive the termination of this Agreement.

ARTICLE 8. REAL ESTATE BROKER. The Land Bank and DDA acknowledge that there is no broker entitled to any fee with respect to this transaction.

ARTICLE 9. NOTICES. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to the Land Bank:

Heidi Scheppe, Grand Traverse County Treasurer
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY
400 Boardman Avenue
Traverse City, MI 49684

With copies to:

OLSON, BZDOK & HOWARD, P.C.
Attorneys for the Grand Traverse County Land Bank Authority
420 E. Front Street
Traverse City, MI 49686

If to the DDA:

VILLAGE OF KINGSLEY DOWNTOWN DEVELOPMENT AUTHORITY

With copies to:

or to such other address as such party may specify by appropriate notice.

ARTICLE 10. DDA'S REPRESENTATIONS AND WARRANTIES. The DDA represents and warrants the following to the Land Bank:

Section 10.1. The DDA has the full right, power, and authority to execute this Agreement and to carry out the DDA's obligations hereunder, and all requisite action necessary to authorize the DDA to enter into this Agreement and to carry out its obligations hereunder have been, or by the date of the Second Closing will have been, taken. The person signing this Agreement on behalf of the DDA is authorized to do so.

Section 10.2. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation, or proceeding against the DDA which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

Section 10.3. The foregoing representations and warranties of the DDA shall be continuing and shall be true and correct as of the Effective Date and as of the Second Closing, and all such representations shall survive the Second Closing.

ARTICLE 11. PUBLIC POLICY PROVISIONS.

Section 11.1. Nondiscrimination. Pursuant to MCL §37.2209 and MCL §37.1209, the DDA will comply with the Elliott-Larsen Civil Rights Act, being Public Act 453 of 1976, codified at MCL §37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, being Public Act 220 of 1976, codified at MCL §37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement,

with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. In addition, as provided in Executive Directive 2019-09, the DDA shall not discriminate against any employee or applicant for employment with respect to their hire, terms, tenure, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The DDA agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

Section 11.2. Unfair Labor Practices. Pursuant to MCL §423.324, the State may void a contract if the DDA or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to Public Act 278 of 1980 (MCL §423.321 *et seq.*). A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

ARTICLE 12. MISCELLANEOUS PROVISIONS.

Section 12.1. It is expressly understood and agreed that the Land Bank and the DDA may not assign their interest(s) under this Agreement or any portion thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 12.2. Prior to the Second Closing, any news releases or other media releases to be issued by the DDA to the public regarding information relating to the transfer of the Property or any matters set forth in this Agreement will require the Land Bank's prior approval, which shall not be unreasonably withheld or delayed. However, the foregoing shall not preclude the DDA from responding to or granting requests for interviews by local news or media outlets.

Section 12.3. Each provision of this Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of this Agreement is declared by a court of competent jurisdiction to be invalid and/or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Section 12.4. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 12.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to a closing, as may be reasonably requested by the other party to consummate more effectively this Agreement. Without limiting the generality of the foregoing, the DDA will, if requested by the Land Bank, execute

acknowledgements of receipt with respect to any materials delivered by the Land Bank to the DDA with respect to the Property. The provisions of this section shall survive closing.

Section 12.6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute the same instrument. Electronic copies of signatures shall have the same force and effect as original signatures, except with respect to deeds or other instruments that require original signatures for recordation purposes.

Section 12.7. The captions and headings in this Agreement are for information and organizational purposes only, and in no way limit, define, or describe the scope or intent of any provision of this Agreement.

Section 12.8. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision(s), whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

ARTICLE 13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Land Bank and the DDA with respect to the subject matter hereof, and there are no other terms, conditions, representations, warranties, promises, statements, agreements, or understandings, oral or written, express or implied concerning the transaction contemplated hereunder. This Agreement will inure to the benefit of and bind the parties and their respective agents, representatives, successors and assigns.

ARTICLE 14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with, the laws of the State of Michigan in all respects, whether as to validity, construction, performance and otherwise. The parties acknowledge and agree that any disputes arising under this Agreement shall be resolved by a court of competent jurisdiction sitting in Grand Traverse County, Michigan.

IN WITNESS WHEREOF, the Land Bank and the DDA have caused this Agreement to be duly executed and delivered as of the date first written above.

[Signature page follows]

**VILLAGE OF KINGSLEY
DOWNTOWN DEVELOPMENT AUTHORITY**

By: _____
Its: _____

**LAND BANK:
GRAND TRAVERSE COUNTY
LAND BANK AUTHORITY**

By: _____
Its: Chairperson

Approved as to form:

By: Ross A. Hammersley (P70105)
Its: Attorney

Exhibit A
Legal Description of the Property

LOT 72 & N 12.62' OF LOT 73 ASSESSOR'S MAP OF KINGSLEY. 2/99
MCNAIR RETAIN USE OF EXISTING DRIVEWAY FOR INGRESS &
EGRESS TO BLDG ON LOT 69.

Property Tax ID No.: 42-050-081-00
Commonly Referred to as: 103 West Main Street,
Kingsley, Michigan 49649

DRAFT

Exhibit B
Proposed Purchase Agreement Between Land Bank and Owners of the Property

DRAFT

See Attached