



**LAND BANK AUTHORITY
REGULAR MEETING**
Friday, June 23, 2023 at 8:00 AM
Governmental Center
3rd Floor Great Lakes Conference Room
400 Boardman Avenue, Traverse City, MI 49684

General Meeting Policies:

- Please turn off all cell phones or switch them to silent mode.
- Any person may make a video, audio or other record of this meeting. Standing equipment, cords, or portable microphones must be located so as not to block audience view.
-

Page

CALL TO ORDER:

1. ROLL CALL:

2. APPROVAL OF MINUTES:

(Reading aloud is waived as long as the Board has been furnished a copy in the packet prior to the meeting)

a. Adoption of Minutes 3 - 6
[May 23 2023 Special Meeting Minutes](#)

3. ITEMS OF BUSINESS:

a. Land Bank Trial Balance 7 - 9
[2023 May Trial Balance](#)

b. Foreclosed Parcels 10 - 39
[Saunders Agenda Item](#)
[Scott Agenda item](#)

c. Michael Clark; 1769 Co Rd 633 Update 40 - 51
[June 2023 Agenda item](#)

d. Administration Village of Kingsley DDA Project; John's Auto and AutoTech; Update and Next Steps 52 - 79

Motion to approve the First Amendment to the Development and Reimbursement Agreement and authorize the Chairperson to execute it on behalf of the Land Bank Authority.

[Attachment - Pdf](#)

e. Administration Strategic Plan Update; Review of the Land Bank Fast Track Act, Act 258 of 2003 80 - 99

[Attachment - Pdf](#)

[Strategic Planning Presentation Land Bank](#)

4. PUBLIC COMMENT:

[Public Comment](#)

5. OTHER BUSINESS:

6. ADJOURNMENT

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

Minutes of Special Meeting
Friday, May 19, 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: James Baker, Gary Howe, Scott Sieffert and Heidi Scheppe, Chair
Excused: Dean Bott
Additional Attendees: Max Anderson, Kingsley DDA, Kathryn Aldridge, Kingsley Village Manager, Sally Krepps and Curtis Cobb, Habitat for Humanity, Nicole Blonshine, Blair Township Supervisor, Jose Perez, William Lawrence, Mike Maher, and Craig Elhart.
Staff Present: Chris Forsyth, Bonnie Scheele (recording secretary)

MINUTES

MOVED by Sieffert, seconded by Howe to approve the minutes of April 14, 2023 special meeting.
MOTION CARRIED

TRIAL BALANCE – LAND BANK & HOUSING TRUST FUND

Chair Scheppe reviewed the Trial Balance for Land Bank & Housing Trust fund and property inventory.

ANNUAL LAND BANK REPORT

Chair Scheppe indicated that the annual report needs to be filed in order for the Land Bank to be eligible for State funding.

MOVED by Howe, seconded by Sieffert to approve report and authorize Scheppe to file it with the State of Michigan.

MOTION CARRIED

REVIEW OF FORECLOSED PROPERTIES

a. 7052 W M-71 Williamsburg:
MOVED by Howe, seconded by Baker to exercise first right of refusal and authorize the chair to execute any purchase agreements.

MOTION CARRIED

b. Turnberry Circle, Williamsburg:
This property will be set for auction.

c. Fieldcrest Ln, Traverse City:
This property will be set for auction.

d. 5333 W. Mobile Trail, Traverse City:
Jose Perez, property owner requested that the Land Bank work with him to get his property back.

MOVED by Howe, seconded by Sieffert to exercise first right of refusal and authorize the chair to execute any purchase agreements. Owner is responsible for cleaning up any blight on the property.

MOTION CARRIED

e. Perry's Loop, Traverse City
This property will be set for auction.

f. 2020 Conetree Rd, Traverse City
William Lawrence, property owner, requested that the Land Bank work with him to get his property back.

MOVED by Howe, seconded by Sieffert to exercise first right of refusal and authorize the chair to execute any purchase agreements.

MOTION CARRIED

g. Boyd St., Fife Lake
MOVED by Howe, seconded by Sieffert to set this property for auction after June 1, 2023 unless the Treasurer hears from the family.

MOTION CARRIED

h. White Birch Dr., Grawn
MOVED by Howe, seconded by Sieffert to set this property for auction after June 1, 2023 unless the Treasurer hears from the family.

MOTION CARRIED

i. Forest St., Kingsley
MOVED by Sieffert, seconded by Howe to exercise first right of refusal and authorize the chair to put in side lot program.

MOTION CARRIED

j. Pleasant Valley, Kingsley
Craig Elhart, attorney, spoke about this parcel and indicated that he will be paying the back taxes.

MOVED by Sieffert, seconded by Howe to exercise first right of refusal and authorize the chair to execute any purchase agreements.

MOTION CARRIED

HABITAT FOR HUMANITY REQUEST FOR REIMBURSEMENT

Current reimbursement request was \$3,940.99 for the Andrews project.

MOVED BY Sieffert, seconded by Baker to approve the payment of \$3,940.99 to Habitat for Humanity.

MOTION CARRIED

WAIVER OF 5/50 CAPTURE – PARCEL #03-220-008-00

MOVED by Howe, seconded by Sieffert to waive 5/50 capture for the above parcel to allow for combination with owner's adjacent parcel.

MOTION CARRIED

WAIVER OF 5/50 CAPTURE – PARCEL #11-336-003-99

MOVED by Howe, seconded by Sieffert to waive 5/50 capture for the above parcel to allow for combination with owner's adjacent parcel.

MOTION CARRIED

UPDATE 1769 COUNTY ROAD 633 PROPERTY

Members discussed the history of trying to work with Mr. Clark to get the back taxes paid and to get him to clean up the blight on the property.

MOVED by Baker, seconded by Howe to table a decision on this property while County staff works with Blair Township staff to get an investigation done by Environmental Health and Construction Code to

determine the safety of the property and what issues need to be addressed. Heide Scheppe, Treasurer, will send this property to auction in the meantime. The property can be pulled from auction if issues are resolved promptly.

MOTION CARRIED

VILLAGE OF KINGSLEY DDA PROJECT: REVIEW AND APPROVAL OF AGREEMENTS

Max Anderson, Kingsley DDA, spoke about the purchase of John's Auto and Auto Tech in the Village of Kingsley.

Chris Forsyth explained the edits to the Purchase Agreement and Development and Reimbursement Agreement for John's Auto.

MOVED by Baker, seconded by Howe to accept John and Melinda Sedlacek's changes to the Purchase Agreement and authorize the Chairperson to execute the Purchase Agreement on behalf of the Land Bank Authority.

ROLL CALL VOTE: Yes, Scheppe, Howe, Baker. Abstain, Sieffert.

MOTION CARRIED

MOVED by Howe, seconded by Baker to accept approval of the final version of the Development and Reimbursement Agreement with the Village of Kingsley downtown Development Authority and authorize the Chairperson to execute the Development and Reimbursement Agreement on behalf of the Land Bank Authority. Further, that the Deputy County Administrator and Counsel is authorized to take any other action necessary to implement the action of the Land Bank Authority.

ROLL CALL VOTE: Yes, Scheppe, Howe, Baker. Abstain, Sieffert.

MOTION CARRIED

RESOLUTION AUTHORIZING SUBMISSION OF A PROPOSAL TO THE STATE LAND BANK AUTHORITY FOR A BLIGHT ELIMINATION PROGRAM GRANT

RESOLUTION 1 - 2023

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY RESOLUTION AUTHORIZING
SUBMISSION OF A PROPOSAL TO THE STATE LAND BANK AUTHORITY FOR A BLIGHT
ELIMINATION PROGRAM GRANT

WHEREAS, on April 10, 2023, the State Land Bank Authority (SLBA) released a request for proposals (RFP) related to its Blight Elimination Program, Round 2; and

WHEREAS, the purpose of this program is to provide grant dollars to land bank authorities to address blighted properties in their communities; and

WHEREAS, blighted commercial and residential structures currently exist in the Village of Kingsley, Grand Traverse County, located at 103, 105, 111, W. Main St, which together are referred to as "John's Auto" and

WHEREAS, the structures are blighted because through the execution of the attached purchase agreement, John's Auto is under the control of the Grand Traverse County Land Bank Authority, will soon be vacant, and is planned to be demolished for the purpose of redevelopment; and

WHEREAS, the planned demolition, including acquisition, are eligibility activities as provided in the SLBA RFP for the Blight Elimination Program, Round 2; and

WHEREAS, the SLBA RFP requires that a land bank authority seeking a grant under this program, must submit as part of the grant application, a board resolution authorizing engagement regarding the blight elimination program RFP.

THEREFORE, BE IT RESOLVED the Grand Traverse County Land Bank Authority through this resolution hereby authorizes the Chairperson, County Treasurer Heidi Scheppe, to engage in the SLBA blight

elimination program RFP, with the grant funds to be used to perform demolition activities, including reimbursement of the costs of acquiring John's Auto, which collectively is composed of blighted structures located in the Village of Kingsley, Grand Traverse County.

BE IT FURTHER RESOLVED that the Chairperson, with the assistance of staff, is authorized to execute all other documentation and complete all necessary work needed to implement this resolution and submit a proposal to the SLBA RFP Blight Elimination Program.

MOVED by Howe, seconded by Baker to approve Resolution 1-2023

ROLL CALL VOTE: Yes, Scheppe, Howe, Baker. Abstain, Sieffert.

MOTION CARRIED

PUBLIC COMMENT:

Max Anderson

Katlyn Aldridge

OTHER BUSINESS:

None

ADJOURNMENT:

Meeting adjourned at 9:19 a.m.

Approved Date

Heidi Scheppe, Chair

LAND BANK AGENDA ITEM

SUBJECT: Trial Balance

FROM: Heidi Scheppe, Treasurer 

FOR MEETING DATE: June 23, 2023

SUMMARY OF ITEM TO BE PRESENTED:

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

RECOMMENDATION:

For Information.

GTC Trial Balance

Company Grand Traverse County
Ledger Actuals
Period 2023 - P05 May
Time Period Last 9 Periods
Ledger Accounts and Summaries
Worktags Fund: FD223 Housing Trust
 Fund
 Fund: FD550 Land Bank

Balancing Worktags**Book****Additional Options**

Fund	Total	FD223 Housing Trust	FD550 Land Bank
		Fund Balance	Balance
Assets	1,206,784.58	158,487.22	1,048,297.36
1000:CASH & POOLED INVESTMENTS	0.00	0.00	0.00
1001:CLAIM ON CASH	982,524.58	158,487.22	824,037.36
1020:PROPERTY TAX RECEIVABLE	0.00	0	0.00
1120:LAND	224,260.00	0	224,260.00
Liabilities	(172,344.68)	0.00	(172,344.68)
2000:ACCOUNTS PAYABLE	0.00	0.00	0.00
2200:UNEARNED REVENUE	0.00	0	0.00
3600:DEFERRED INFLOWS OF RESOURCES - TAX	(172,344.68)	0	(172,344.68)
Revenues	(452,971.28)	(6,176.13)	(446,795.15)
4010:TAXES	(151,678.58)	0	(151,678.58)
6000:CHARGES FOR SERVICES	(282,764.09)	0	(282,764.09)
6645:INTEREST	(18,528.61)	(6,176.13)	(12,352.48)
Expenditures	383,195.51	98,928.17	284,267.34
8000:OTHER SERVICES & CHARGES	383,195.51	98,928.17	284,267.34
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

6/13/2023

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
2022	Blair	02-007-042-00	1769 County Rd 633	6,108.66		

Total Purchase Prices of Land Bank Parcels **224,260.00**

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	7/14/2015 7/20/2015 Homeowner
2015 Mayfield 09-007-005-00 County Rd 633	11,639.00	1,660.75	7/14/2015 7/20/2015 Homeowner
2014 Garfield 05-083-165-00 616 Jayne Ct	11,000.00	1,600.03	8/23/2015 8/23/2015 Auction
2014 Garfield 05-031-008-00 N East Silver lake Rd	9,750.00	1,462.66	8/24/2015 8/23/2015 Auction
2015 Garfield 05-314-006-00 Stonefield Dr	19,300.00	3,952.09	8/24/2015 8/23/2015 Auction
2015 Union 12-031-009-70 Ranch Rd	12,456.00	1,654.81	8/25/2015 8/5/2015 Homeowner
2012 Garfield 05-221-002-00 Lynch Drive	131,400.00	33,229.50	8/27/2015 4/2/2016 Market
2013 East Bay 03-219-025-00 N Three Mile Rd	34,547.00	6,558.27	8/8/2015 10/16/2015 Market
2015 Garfield 05-280-015-00 1537 Ridge View Ct	46,462.00	13,166.56	10/16/2015 10/16/2015 Market
2012 Blair 02-007-046-12 Old Maple Trail	162.00	374.32	11/13/2015 11/13/2015 Side Lot
2015 East Bay 03-102-077-20 Celery Bay	500.00	909.46	11/13/2015 11/13/2015 Side Lot
2012 Long Lake 05-240-009-00 Lincoln Avenue	2,800.00	460.09	11/13/2015 11/13/2015 Side Lot
2016 Garfield 05-006-001-04 Barney Rd	18,300.00	2,058.08	3/11/2016 4/6/2016 Demo completed
2016 Garfield 05-006-001-06 5424 Barney Rd	19,400.00	3,976.32	3/11/2016 4/6/2016 Market
2016 Garfield 05-006-001-08 5426 Barney Rd	19,400.00	3,070.22	3/11/2016 4/6/2016 Market
2012 Long Lake 08-003-004-40 East Traverse Highway	52,600.00	4,338.08	8/1/2016 8/1/2016 Side Lot
2016 Garfield 05-149-050-00 5165 Heritage Way	89,532.00	16,598.68	8/5/2016 8/1/2016 Homeowner
2015 Fife Lake 04-001-013-02 US 31	1,200.00	924.07	9/9/2016 9/9/2016 Side Lot
2012 Green Lake 07-180-009-00 9723 First St	24,140.00	2,789.33	12/22/2016 12/29/2016 Demo completed
2017 Peninsula 11-580-031-00 18929 Bay St	33,991.00	3,664.71	8/10/2017 8/21/2017 Homeowner
2017 City 51-876-046-00 134 E Fifteenth St	76,223.00	11,637.74	8/17/2017 8/25/2017 Homeowner
2017 Whitewater 13-600-033-00 5632 Millbrook Dr	3,800.00	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	12/15/2017 12/15/2017 Association
2017 Whitewater 13-600-035-00 5635 Millbrook Dr	3,800.00	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	12/15/2017 12/15/2017 Association
2017 Whitewater 13-600-037-00 5633 Millbrook Dr	3,800.00	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	12/15/2017 12/15/2017 Association
2017 Whitewater 13-600-043-00 5575 Millbrook Dr	3,800.00	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	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	274,162.00	9/15/2018	9/15/2018 Market Blaines
2018 Long Lake 08-001-012-00 Gray Rd	11,930.35	175,000.00	12/12/2018 12/20/2018 Title Waiver
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	1,713.38	12/28/2020 12/28/2020 Homeowner
2021 East Bay 03-220-000-04 Vonderlip Rd	1,572.88	1,200.00	4/12/2021 Side Lot
2021 Garfield 05-027-027-00 1363 Cass Rd	314,882.27	314,882.27	7/1/2021 7/1/2021 Brownfield
2021 Paradise 42-060-010-00 206 Cottage Dr	7,231.57	7,731.57	7/28/2021 7/30/2021 Homeowner
2021 Peninsula 11-580-036-00 Maple Terrace Ave	1,180.64	1,180.64	7/27/2021 7/28/2021 Side Lot
2021 Peninsula 11-580-037-00 1028 Carver St	908.18	908.18	12/8/2021 12/8/2021 Side Lot
2022 City 51-674-007-00 1028 Carver St	175,200.00	100,000.00	10/8/2022 10/8/2022 Homestead
2022 Long Lake 08-010-018-01 N Long Lake Rd	614.05	614.05	5/16/2022 5/18/2022 Side Lot
2022 East Bay 03-216-047-05 N Four Mile Rd	1,295.89	1,295.89	5/12/2022 5/16/2022 Side Lot
2022 Peninsula 11-336-003-99 Peninsula Dr	721.86	721.86	5/9/2022 6/16/2022 Side Lot
2022 Blair 02-007-042-00 1769 County Rd 633	6,108.66	Not yet	Homeowner Land Contract attempt
2022 Garfield 05-260-021-00 3353 Panorama Lane	268,229.17	277,548.89	10/8/2022 10/8/2022 Homeowner
	919,319.99		

LAND BANK AGENDA ITEM

SUBJECT: 2023 Foreclosed parcel request

FROM: Heidi Scheppe, Treasurer

FOR MEETING DATE: June 23, 2023

SUMMARY OF ITEM TO BE PRESENTED:

We have received the following request from the children of foreclosed property 04-012-009-01. If the Land Bank were to exercise first right of refusal to work with the taxpayer, we should consider any liens extinguished when deeding back to the children. I spoke to the deeds office they suggested an Affidavit be filed with the deed stating that all liens that had been extinguished with the foreclosure are reinstated. Land Bank purchase price would be \$1,427.27. The standard Land Bank fee for this service has been \$500 in the past.

RECOMMENDATION:

Motion to exercise first right of refusal for parcels 04-012-009-01, to purchase the property for minimum bid if Claim is not filed by July 1, 2023 or Fair Market Value if Claim is filed. Authorize chair to sign enclosed purchase agreement.

[EXTERNAL SENDER] Re: [EXTERNAL SENDER] Fife Lake property # 2804-012-009-01

Mark Saunders <mws1978@hotmail.com>

Tue 6/13/2023 3:43 PM

To:Heidi Scheppe <HSCHEPPE@gtcountymi.gov>

 2 attachments (10 MB)

20230613_141634.jpg; 20230613_141531.jpg;

The property will be deeded to:

Mark William Saunders
1035 Mitchell Lane
Burleson TX 76028

John Cuffe Saunders
1116 Simpson Drive
Hurst TX 76053

Alison Margaret Ausmus
1400 Buttonbush Circle
Northlake TX 76226

Darcey Dee Reeves
9020 Brian Way Circle #1407
Fort Worth TX 76116

Micheal Stuart Saunders
1035 Mitchell Lane
Burleson TX 76028

Kenneth Clifford Saunders
1200 FM 1519 North
Leesburg TX 75451

As for the easement. I do not have anything yet. I believe it was planned in the past to be accessed from maple street. I am waiting for a call back from Jessica Marvin in Fife lake to see if there is an existing easement or get one worked out.

Thank you,
Mark Saunders
817 874-7025

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From: Heidi Scheppe <HSCHEPPE@gtcountymi.gov>

Sent: Tuesday, June 6, 2023 3:45:06 PM

To: mws1978@hotmail.com <mws1978@hotmail.com>
Subject: Fw: [EXTERNAL SENDER] Fife Lake property # 2804-012-009-01

We have a Land Bank meeting at the end of the month, they did express a willingness to work with you at the May meeting. I will need the name and address of all parties that the property will be deeded to as well as a copy of the death certificate for Stephen & Bonnie Saunders. Looking at the map, it looks like the parcel may be land locked, do you have an easement or driveway to access the property, which parcel do you access the land from? I will need this information by next week Wednesday to prepare the required paperwork for the meeting. Let me know if you have any questions.

Thank you, Heidi

Heidi Scheppé, MBA, CPFO, CPFIM
Grand Traverse County Treasurer
400 Boardman Ave, Suite 104
Traverse City, MI 49684
231-922-4740

Please note my new email address hscheppé@gtcountymi.gov

From: Treasurer Mailbox <treasurer@gtcountymi.gov>
Sent: Friday, May 26, 2023 1:01 PM
To: Heidi Scheppé <HSCHEPPE@gtcountymi.gov>
Subject: Fw: [EXTERNAL SENDER] Fife Lake property # 2804-012-009-01

From: Mark Saunders <mws1978@hotmail.com>
Sent: Friday, May 26, 2023 12:57 PM
To: Treasurer Mailbox <treasurer@gtcountymi.gov>
Subject: [EXTERNAL SENDER] Fife Lake property # 2804-012-009-01

My name is Mark Saunders.

The owners of the property# 2804-012-009-01 were my mother Bonnie D Saunders who passed in May of 2016 and my father K Stephen Saunders who passed in December 2019.

After my father's unexpected passing with no will, I took over paying the property taxes having his mail forwarded to me. I stopped receiving tax statements at the end of 2020.

With the disruption caused by covid, I became distracted and didn't realize that I had not seen a tax bill on the property. By the time I became aware of this I believed that the property had already been lost.

I will pay the back taxes and bring the property back into good standing, so that my brothers and sisters and I are able to transfer the property to our names. Any assistance and or advice you can offer will be greatly appreciated.

Although my siblings and I live in Texas currently, we are all originally from Michigan and lived in Traverse City for several years.

Thank you in advance for your help and consideration,

Mark Saunders
817 874 7025

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PURCHASE AGREEMENT

This purchase agreement (the Agreement) is entered into on _____, 2023 by the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Suite 104, Traverse City, Michigan 49684 (hereinafter "Seller" or "GT Co. LBA"), and the children of Kenneth & Bonnie Saunders, whose address is listed below (hereinafter "Buyer"), on the terms and conditions set forth below.

- 1. Description of property.** The property is a parcel of improved real estate, commonly known as Boyd St, Fife Lake, MI, property number 04-012-009-01 located in the City/Township of Fife Lake, Grand Traverse County, Michigan, as more particularly described in the legal description attached hereto as **Exhibit A** (hereinafter the "Property").
- 2. Sale.** The Seller agrees to sell to the Buyer and the Buyer agrees to purchase the Property, including all of Seller's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
- 3. Purchase price.** The purchase price for the Property (hereinafter, "Purchase Price") shall be \$1,957.27 Dollars. The Buyer agrees to assume all other costs associated with the conveyance of the Property as outlined in this Purchase Agreement.
- 4. Deed.** The Seller will convey the Property by Quit-Claim Deed (the "Quit-Claim Deed") to the purchaser, which is incorporated herein as **Exhibit B** of this Agreement.
- 5. Payment of Purchase Price.** Buyer agrees to close and pay the Purchase Price to Seller immediately.
- 6. Condition of Property.** The Buyer takes the Property in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition and with no warranties from Seller.
- 7. Remedies Upon Default.** In no event shall the Seller or Grand Traverse County, their officers, agents and/or employees, be liable to the Buyer in damages for any act, error, omission, breach or violation of this Agreement.
- 8. Indemnification.** Buyer agrees to indemnify, defend and hold harmless, Seller and the County of Grand Traverse, as well as any officer, agent and/or employee of Seller and the County of Grand Traverse, from any legal action instituted by a third party against Grand Traverse County and Seller and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from this transaction.
- 9. Affidavit.** Seller and Buyer agree and acknowledges all previous liens that had been extinguished by the foreclosure are now reinstated.

10. Miscellaneous.

- a. **Governing Law.** This Purchase Agreement shall be governed by Michigan law.
- b. **Written Notice.** All requirements for written notice contained in this Purchase Agreement shall be accomplished by any one of the following methods:
 - i. Personal service with service being effective upon delivery, or
 - ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

Notices shall be addressed as follows:

Seller:

Chairperson, Grand Traverse County Land Bank
Grand Traverse County
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4513

Buyers:

Name Mark William Saunders
Address 1035 Mitchell Lane, Burleson, TX 76028
Phone 817-874-7025

John Cuffe Saunders
1116 Simpson Drive, Hurst, TX 76053

Alison Margaret Ausmus
1400 Buttonbush Circle, Northlake, TX 76226

Darcey Dee Reeves
9020 Brian Way Circle #1407, Forth Worth, TX 76116

Michael Stuart Saunders
1035 Mitchell Lane, Burleson, TX 76028

Kenneth Clifford Saunders
1200 FM 1519 North, Leesburg, TX 75451

- c. **Binding Effect.** This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- d. **Entire Agreement.** This Purchase Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first above written.

IN THE PRESENCE OF: "SELLER"
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

By: Heidi Scheppe
Chairperson, Grand Traverse County Land Bank Authority
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, 2023, by Heidi Scheppe, Chairperson, Grand Traverse County Land Bank Authority

Notary Public _____
____ County, Michigan
My Commission Expires: _____

IN THE PRESENCE OF: "BUYERS"

By: _____
NAME: Mark William Saunders
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on 12/10/2023, by Mark William Saunders (name of buyer).

Notary Public

My Commission Expires: _____

By: _____
NAME: John Cuffe Saunders
Date: _____

STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE

This Purchase Agreement was acknowledged before me on _____, 2023, by John Cuffe
Saunders (name of buyer).

Notary Public

My Commission Expires:

By: _____
NAME: Alison Margaret Ausmus
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, 2023, by Alison Margaret Ausmus (name of buyer).

Notary Public

My Commission Expires:

By: _____
NAME: Darcey Dee Reeves
Date: _____

STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE

This Purchase Agreement was acknowledged before me on _____, 2023, by Darcey Dee Reeves (name of buyer).

Notary Public

My Commission Expires: _____

By: _____
NAME: Michael Stuart Saunders
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, 2023, by Michael
Stuart Saunders (name of buyer).

Notary Public

My Commission Expires: _____

By: _____
NAME: Kenneth Clifford Saunders
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, 2023, by Kenneth
Clifford Saunders (name of buyer).

Notary Public

My Commission Expires: _____

EXHIBIT A

DRAFT

Legal Description

PT NW 1/4 SEC 12 T25N R9W. COM NW CNR SE 601.70'; S 88'20'19" E 533.18" TO POB;
E 768.42'; S 267.12; W 768.81'; N 267.11' TO POB. 4.71A

DRAFT

DRAFT

EXHIBIT B

**QUITCLAIM DEED
STATUTORY FORM**

KNOW ALL PERSONS BY THESE PRESENT: That the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684, "Grantor") quit claims to:

Mark William Saunders
Address 1035 Mitchell Lane, Burleson, TX 76028
Phone 817-874-7025

John Cuffe Saunders
1116 Simpson Drive, Hurst, TX 76053

Alison Margaret Ausmus
1400 Buttonbush Circle, Northlake, TX 76226

Darcey Dee Reeves
9020 Brian Way Circle #1407, Forth Worth, TX 76116

Michael Stuart Saunders
1035 Mitchell Lane, Burleson, TX 76028

Kenneth Clifford Saunders
1200 FM 1519 North, Leesburg, TX 75451

("Grantee"), the following premises in the Township of Fife Lake, County of Grand Traverse, State of Michigan, as described as:

PT NW 1/4 SEC 12 T25N R9W. COM NW CNR SE 601.70'; S 88'20'19" E 533.18' TO POB; E 768.42'; S 267.12; W 768.81'; N 267.11' TO POB. 4.71A

Commonly known as: Boyd St, Fife Lake, MI 49633

together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of \$1,957.27 Dollars. This conveyance is exempt from taxes pursuant to MCL 207.505(h); MSA 7.456(5)(h) and MCL 207.526(h); MSA 7.456(26)(h).

Notice:

This conveyance is made upon the express condition that the Grantee fulfill all of the representations and warranties provided in the "Purchase Agreement for Boyd St, Fife Lake, MI 49633 and dated _____ [PA signature date], between the Grantor and the Grantee for the conveyance of this property. Failure by the Grantee to fulfill the conditions of the Purchase and Development Agreement after this conveyance unconditionally allows the Grantor a Right of Reverter upon the property until a release of interest is recorded by the Grantor on this property.

Dated:

Signed in the presence of:

Signed by:

Heidi Scheppe, Chairperson
Grand Traverse County Land Bank Authority

STATE OF MICHIGAN

COUNTY OF GRAND TRAVERSE

I hereby certify that on _____, 2023 the foregoing Quit-Claim Deed was produced to me in Grand Traverse County, acknowledged before me by Heidi Scheppe, Chairperson, Grand Traverse County Land Bank Authority, and acknowledged to be the act and deed of said Authority.

Notary Public

County, Michigan

My Commission Expires: _____

When recorded return to: Mark William Saunders 1035 Mitchell Lane Burleson, TX 76028	Send subsequent tax bills to: Mark William Saunders 1035 Mitchell Lane Burleson, TX 76028	Drafted by: Ross A. Hammersley Olson, Bzdok & Howard, P.C. 420 E. Front St. Traverse City, Michigan 49686
Parcel I.D. No: 04-012-009-01	Recording Fee: \$30.00	Revenue Stamps: \$ N/A

DRAFT

- f. 2020 Conetree Rd, Traverse City
William Lawrence, property owner, requested that the Land Bank work with him to get his property back.
MOVED by Howe, seconded by Sieffert to exercise first right of refusal and authorize the chair to execute any purchase agreements.
MOTION CARRIED
- g. Boyd St., Fife Lake
MOVED by Howe, seconded by Sieffert to set this property for auction after June 1, 2023 unless the Treasurer hears from the family.
MOTION CARRIED
- h. White Birch Dr., Grawn
MOVED by Howe, seconded by Sieffert to set this property for auction after June 1, 2023 unless the Treasurer hears from the family.
MOTION CARRIED
- i. Forest St., Kingsley
MOVED by Sieffert, seconded by Howe to exercise first right of refusal and authorize the chair to put in side lot program.
MOTION CARRIED
- j. Pleasant Valley, Kingsley
Craig Elhart, attorney, spoke about this parcel and indicated that he will be paying the back taxes.
MOVED by Sieffert, seconded by Howe to exercise first right of refusal and authorize the chair to execute any purchase agreements.
MOTION CARRIED

HABITAT FOR HUMANITY REQUEST FOR REIMBURSEMENT

Current reimbursement request was \$3,940.99 for the Andrews project.

MOVED BY Sieffert, seconded by Baker to approve the payment of \$3,940.99 to Habitat for Humanity.
MOTION CARRIED

WAIVER OF 5/50 CAPTURE – PARCEL #03-220-008-00

MOVED by Howe, seconded by Sieffert to waive 5/50 capture for the above parcel to allow for combination with owner's adjacent parcel.
MOTION CARRIED

WAIVER OF 5/50 CAPTURE – PARCEL #11-336-003-99

MOVED by Howe, seconded by Sieffert to waive 5/50 capture for the above parcel to allow for combination with owner's adjacent parcel.
MOTION CARRIED

UPDATE 1769 COUNTY ROAD 633 PROPERTY

Members discussed the history of trying to work with Mr. Clark to get the back taxes paid and to get him to clean up the blight on the property.

MOVED by Baker, seconded by Howe to table a decision on this property while County staff works with Blair Township staff to get an investigation done by Environmental Health and Construction Code to determine the safety of the property and what issues need to be addressed. Heide Scheppe, Treasurer, will send this property to auction in the meantime. The property can be pulled from auction if issues are resolved promptly.

MOTION CARRIED

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

Minutes of Special Meeting
Friday, May 19, 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: James Baker, Gary Howe, Scott Sieffert and Heidi Scheppe, Chair

Excused: Dean Bott

Additional Attendees: Max Anderson, Kingsley DDA, Katlyn Aldridge, Kingsley Village Manager, Sally Krepps and Curtis Cobb, Habitat for Humanity, Nicole Blonshine, Blair Township Supervisor, Jose Perez, William Lawrence, Mike Maher, and Craig Elhart.

Staff Present: Chris Forsyth, Bonnie Scheele (recording secretary)

MINUTES

MOVED by Sieffert, seconded by Howe to approve the minutes of April 14, 2023 special meeting.

MOTION CARRIED

TRIAL BALANCE – LAND BANK & HOUSING TRUST FUND

Chair Scheppe reviewed the Trial Balance for Land Bank & Housing Trust fund and property inventory.

ANNUAL LAND BANK REPORT

Chair Scheppe indicated that the annual report needs to be filed in order for the Land Bank to be eligible for State funding.

MOVED by Howe, seconded by Sieffert to approve report and authorize Scheppe to file it with the State of Michigan.

MOTION CARRIED

REVIEW OF FORECLOED PROPERTIES

a. 7052 W M-71 Williamsburg:

MOVED by Howe, seconded by Baker to exercise first right of refusal and authorize the chair to execute any purchase agreements.

MOTION CARRIED

b. Turnberry Circle, Williamsburg:

This property will be set for auction.

c. Fieldcrest Ln, Traverse City:

This property will be set for auction.

d. 5333 W. Mobile Trail, Traverse City:

Jose Perez, property owner requested that the Land Bank work with him to get his property back.

MOVED by Howe, seconded by Sieffert to exercise first right of refusal and authorize the chair to execute any purchase agreements. Owner is responsible for cleaning up any blight on the property.

MOTION CARRIED

e. Perry's Loop, Traverse City

This property will be set for auction.

LAND BANK AGENDA ITEM

SUBJECT: 2023 Side Lot request

FROM: Heidi Scheppe, Treasurer

FOR MEETING DATE: June 23, 2023



SUMMARY OF ITEM TO BE PRESENTED:

The Land Bank exercised first right of refusal for a small parcel on land in Paradise Township. We have contacted the adjacent property owner and she is interested in entering into a purchase agreement to buy the small parcel of land. The Land Bank purchase price was \$582.83, the property owner is requesting that the Land Bank work with them on the price and sell it to them for \$300.00. Based on the location of their driveway this party seems like the most logical option to sell the property to.

RECOMMENDATION:

Motion to authorize the Chair to enter into a purchase agreement to sell the side lot parcel 10-140-040-00 to Karen Scott for the amount of \$_____.

[EXTERNAL SENDER] Parcel # 28-10-140-040-00 - S Garfield Rd - Karen Scott

Janell DeVol <janell.devol@c21northland.com>

Tue 6/13/2023 1:29 PM

To:Heidi Scheppe <hscheppe@grandtraverse.org>

Good afternoon Heidi,

Thank you for your time and the information that was provided yesterday on my mother Karen Scott's behalf, it is greatly appreciated.

To whom it may concern,

My Mother Karen Scott has lived at 4232 S Garfield Rd since she purchased the property from the bank in 2014. She was quite surprised to find out that the smallest piece of property that runs across her second driveway does not belong to her. We pulled her original appraisal/survey report as well as all of the information that her Realtor at the time provided and there was no mention of it. So now she is in a predicament almost 10 years later that she will now have to pay additional money for a property that she already thought she owned. It appears that the taxes are \$4 a year and it's not much more than that, that is currently owed. The letter from the County Treasury states that she could purchase the property for \$582.83, we are hoping with the situation that she would be able to pay \$300 to officially have it all be one piece benefiting her and the County. Thank you for your consideration in this manner, feel free to email or call me as well as my mother Karen Scott at 231-649-4928

I have attached the appraisal/survey that was done in 2014.

Janell DeVol | Janell.DeVol@c21Northland.com

Onboarding Specialist | Learning Administrator

241 E State St, Traverse City, MI 49684

C: 231-409-0023



GT21



printed 06/14/23

GRAND TRAVERSE COUNTY TREASURER
HEIDI SCHEPPE
400 BOARDMAN AVENUE STE 104
TRAVERSE CITY MI 49684
(231) 922-4735

Property Number: 10-140-040-00
PARADISE TOWNSHIP

Property Address: FOREST ST
KINGSLEY MI 49649

----- TAX HISTORY -----

Current year taxes are not turned over to the county until March 1 of the following year.
You may need to contact the local unit treasurer for current year tax payment information.

TAX YEAR	PRE	TAX. VALUE	SEV	TAX AMOUNT	BASE TAX DUE	INTEREST/FEES DUE	TOTAL DUE	STATUS	LAST PMT
2022	0.00	100	100	4.15	0.00	0.00	0.00	LB	
2021	0.00	100	100	4.15	0.00	0.00	0.00	LB	
2020	0.00	100	100	4.13	0.00	0.00	0.00	LB	
2019	0.00	100	100	4.20	0.00	0.00	0.00	PDD	01/22/21
2018	0.00	100	100	4.34	0.00	0.00	0.00	PDD	03/22/19
2017	0.00	100	100	4.29	0.00	0.00	0.00	PDC	02/22/18
2016	0.00	100	100	4.32	0.00	0.00	0.00	PDC	12/27/16
2015	0.00	100	100	4.34	0.00	0.00	0.00	PDD	03/15/16
2014	0.00	100	100	4.42	0.00	0.00	0.00	PDC	12/18/14
2013	0.00	100	100	4.43	0.00	0.00	0.00	PDC	12/20/13
TOTAL					0.00	0.00	0.00		

INTEREST/FEES DUE AS OF: 06/14/23

DESCRIPTION OF PROPERTY:

Property exempt from Ad Valorem taxes and assessed on the Special Act Roll pursuant to PA 261 of 2003
expiring 12/31/2023. . LOT 4 BLK 9 LYING W OF GARFIELD RD, VILLAGE OF MAYFIELD

STATUS LEGEND:

PRE Denial Amt: 0.00
PROPERTY OWNER: WIDRIG LINDA L
147 E M113
KINGSLEY MI 49649

PDC - PAID CURRENT AT LOCAL UNIT
PDD - PAID DELINQUENT AT COUNTY
DLQ - DELINQUENT
FRF - TAXES FORFEITED
FRC - TAXES FORECLOSED
SLD - TAXES FORECLOSED AND SOLD
BKR - TAXES IN BANKRUPTCY

PURCHASE AGREEMENT

This purchase agreement (the Agreement) is entered into on _____, 2023 by the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Suite 104, Traverse City, Michigan 49684 (hereinafter "Seller" or "GT Co. LBA"), and Karen Scott, whose address is 4232 S Garfield Rd, Kingsley, MI 49649 (hereinafter "Buyer"), on the terms and conditions set forth below.

- 1. Description of property.** The property is a parcel of improved real estate, commonly known as Forest St, property number 10-140-040-00 located in the Township of Paradise, Grand Traverse County, Michigan, as more particularly described in the legal description attached hereto as **Exhibit A** (hereinafter the "Property").
- 2. Sale.** The Seller agrees to sell to the Buyer and the Buyer agrees to purchase the Property, including all of Seller's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
- 3. Purchase price.** The purchase price for the Property (hereinafter, "Purchase Price") shall be \$ _____ Dollars. The Buyer agrees to assume all other costs associated with the conveyance of the Property as outlined in this Purchase Agreement.
- 4. Deed.** The Seller will convey the Property by Quit-Claim Deed (the "Quit-Claim Deed") to the purchaser, which is incorporated herein as **Exhibit B** of this Agreement.
- 5. Payment of Purchase Price.** Buyer agrees to close and pay the Purchase Price to Seller immediately.
- 6. Condition of Property.** The Buyer takes the Property in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition and with no warranties from Seller.
- 7. Remedies Upon Default.** In no event shall the Seller or Grand Traverse County, their officers, agents and/or employees, be liable to the Buyer in damages for any act, error, omission, breach or violation of this Agreement.
- 8. Indemnification.** Buyer agrees to indemnify, defend and hold harmless, Seller and the County of Grand Traverse, as well as any officer, agent and/or employee of Seller and the County of Grand Traverse, from any legal action instituted by a third party against Grand Traverse County and Seller and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from this transaction.
- 9. Miscellaneous.**

- a. **Governing Law.** This Purchase Agreement shall be governed by Michigan law.
- b. **Written Notice.** All requirements for written notice contained in this Purchase Agreement shall be accomplished by any one of the following methods:
 - i. Personal service with service being effective upon delivery, or
 - ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

Notices shall be addressed as follows:

Seller:

Chairperson, Grand Traverse County Land Bank
Grand Traverse County
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4513

Buyer:

Name Karen Scott
Address 4232 S Garfield Rd, Kingsley, MI 49649
Phone 231-649-4828

- c. **Binding Effect.** This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- d. **Entire Agreement.** This Purchase Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first above written.

IN THE PRESENCE OF: "SELLER"
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

By: Heidi Scheppe
Chairperson, Grand Traverse County Land Bank Authority
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, 2023, by Heidi Scheppe, Chairperson, Grand Traverse County Land Bank Authority

Notary Public _____ County, Michigan
My Commission Expires: _____

IN THE PRESENCE OF: "BUYER"

By: _____
NAME: Karen Scott
Date: _____
STATE OF MICHIGAN
COUNTY OF GRAND

This Purchase Agreement was acknowledged before me on _____, 2023, by Karen Scott
(name of buyer)

Notary Public _____ County, Michigan
My Commission Expires: _____

DRAFT

EXHIBIT A

Legal Description

. LOT 4 BLK 9 LYING W OF GARFIELD RD, VILLAGE OF MAYFIELD

DRAFT

DRAFT

EXHIBIT B

QUITCLAIM DEED STATUTORY FORM

KNOW ALL PERSONS BY THESE PRESENT: That the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684, ("Grantor") quit claims to Karen Scott, whose address is 4232 S Garfield Rd, Kingsley, MI 49649 ("Grantee"), the following premises in the Township of Paradise, County of Grand Traverse, State of Michigan, as described as:

. LOT 4 BLK 9 LYING W OF GARFIELD RD, VILLAGE OF MAYFIELD

Commonly known as: Forest St, Kingsley, MI 49649

Notice:

This conveyance is made upon the express condition that the Grantee fulfill all of the representations and warranties provided in the "Purchase Agreement for Forest St, Kingsley, MI 49649 and dated

and warranties provided in the Purchase Agreement, dated [PA signature date], between the Grantor and the Grantee for the conveyance of this property. Failure by the Grantee to fulfill the conditions of the Purchase and Development Agreement after this conveyance unconditionally allows the Grantor a Right of Reverter upon the property until a release of interest is recorded by the Grantor on this property.

Dated:

Signed in the presence of:

Signed by:

Heidi Scheppe, Chairperson
Grand Traverse County Land Bank Authority

STATE OF MICHIGAN)
)
COUNTY OF GRAND TRAVERSE)

I hereby certify that on _____, 2023, the foregoing Quit-Claim Deed was produced to me in Grand Traverse County, acknowledged before me by Heidi Scheppe, Chairperson, Grand Traverse County Land Bank Authority, and acknowledged to be the act and deed of said Authority.

Notary Public _____

County, Michigan
My Commission Expires: _____

When recorded return to: Karen Scott 4232 S Garfield Rd Kingsley, MI 49649	Send subsequent tax bills to: Karen Scott 4232 S Garfield Rd Kingsley, MI 49649	Drafted by: Ross A. Hammersley Olson, Bzdok & Howard, P.C. 420 E. Front St. Traverse City, Michigan 49686
Parcel I.D. No: 10-140-040-00	Recording Fee: \$ 30.00	Revenue Stamps: \$ N/A

LAND BANK AGENDA ITEM

SUBJECT: Mr Clark Update

FROM: Heidi Scheppe, Treasurer 

FOR MEETING DATE: June 23, 2023

SUMMARY OF ITEM TO BE PRESENTED:

Please find attached letter that was sent out to Mr. Clark based on the direction of the Land Bank board and the meeting with Code enforcement, Administration, Equalization, Law Enforcement & Blair Township. Mr. Clark has paid the agreed upon amount to the Land Bank, I am providing the proposed purchase agreement if it is determined appropriate to deed property back to Mr. Clark. Will provide a verbal update of status at meeting.

•

RECOMMENDATION:



**HEIDI M. SCHEPPE, MBA, CPFO
GRAND TRAVERSE COUNTY TREASURER**

400 BOARDMAN AVENUE, SUITE 104
TRAVERSE CITY, MI 49684-2577
(231) 922-4735 • FAX (231) 922-4658
EMAIL: HSCHEPPE@GRANDTRAVERSE.ORG

June 9, 2023

Michael Clark
1769 County Road 633
Grawn, MI 49637

Mr Clark,

As you know, your home was foreclosed on in 2022 for delinquent property taxes, and you requested the Grand Traverse County Land Bank to purchase the property and sell it back to you. We did not receive the agreed upon payments and the Land Contract Agreement was never signed. We did receive your final payment of \$2,608.66 on 5/18/23 which pays the Land Bank agreed upon purchase price in full. The parcel still has 2022 property taxes owing which will revert back to you once the quit claim deed is recorded.

Blair Township officials have raised concerns as to the condition of the property in terms of blight but also the safety of the home. We have been asked to perform a well check which has been scheduled for June 19th at 10:00 am. Please be aware that as owners of the property we have authorized Grand Traverse County Health department and Construction code to go to the premise for the purpose of an inspection, but we would like your cooperation and consent before any County staff enters the premises.

Due to the state of the home, the Land Bank cannot continue to hold this property, and we are looking to deed it back to you as soon as possible. If we can receive verification that the home is structurally sound and has the basic necessities of, water, sewage & electricity we would be able to forego the inspection.

We understand that there may be structural damage from a previous fire. The Land Bank does have some funds available through their housing trust fund, if you can provide a reasonable estimate for repair of the property to bring it up to code, we may be able to assist in that capacity.

We would like to set up a time to meet and discuss options but an estimate of repair would be very helpful in determining our course of action. If you could please get an estimate of repair prior to 6/19/23 we can schedule a time to meet.

Thank you,

RECYCLED PAPER

PURCHASE AGREEMENT

This purchase agreement (the Agreement) is entered into on _____, 2023 by the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Suite 104, Traverse City, Michigan 49684 (hereinafter "Seller" or "GT Co. LBA"), and Michael Clark, whose address is 1769 County Road 633, Grawn, Mi 49637 (hereinafter "Buyer"), on the terms and conditions set forth below.

- 1. Description of property.** The property is a parcel of improved real estate, commonly known as 1769 County Road 633, Grawn, MI 49637, property number 02-007-042-00 located in the Township of Blair, Grand Traverse County, Michigan, as more particularly described in the legal description attached hereto as **Exhibit A** (hereinafter the "Property").
- 2. Sale.** The Seller agrees to sell to the Buyer and the Buyer agrees to purchase the Property, including all of Seller's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
- 3. Purchase price.** The purchase price for the Property (hereinafter, "Purchase Price") shall be \$5,608.66 Dollars. The Buyer agrees to assume all other costs associated with the conveyance of the Property as outlined in this Purchase Agreement.
- 4. Deed.** The Seller will convey the Property by Quit-Claim Deed (the "Quit-Claim Deed") to the purchaser, which is incorporated herein as **Exhibit B** of this Agreement.
- 5. Payment of Purchase Price.** Buyer agrees to close and pay the Purchase Price to Seller immediately.
- 6. Condition of Property.** The Buyer takes the Property in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition and with no warranties from Seller. **Exhibit C** is hereby incorporated.
- 7. Remedies Upon Default.** In no event shall the Seller or Grand Traverse County, their officers, agents and/or employees, be liable to the Buyer in damages for any act, error, omission, breach or violation of this Agreement.
- 8. Indemnification.** Buyer agrees to indemnify, defend and hold harmless, Seller and the County of Grand Traverse, as well as any officer, agent and/or employee of Seller and the County of Grand Traverse, from any legal action instituted by a third party against Grand Traverse County and Seller and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from this transaction.
- 9. Affidavit.** Seller and Buyer agree and acknowledges all previous liens that had been extinguished by the foreclosure are now reinstated.

10. Miscellaneous.

- a. **Governing Law.** This Purchase Agreement shall be governed by Michigan law.
- b. **Written Notice.** All requirements for written notice contained in this Purchase Agreement shall be accomplished by any one of the following methods:
 - i. Personal service with service being effective upon delivery, or
 - ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

Notices shall be addressed as follows:

Seller:

Chairperson, Grand Traverse County Land Bank
Grand Traverse County
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4513

Buyer:

Name Michael Clark
Address 1769 County Road 633, Grawn, MI 49637
Phone 231-871-1028

- c. **Binding Effect.** This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- d. **Entire Agreement.** This Purchase Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first above written.

IN THE PRESENCE OF: "SELLER"
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

By: Heidi Scheppe
Chairperson, Grand Traverse County Land Bank Authority
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, 2023, by Heidi Scheppe, Chairperson, Grand Traverse County Land Bank Authority

Notary Public _____ County, Michigan
My Commission Expires: _____

IN THE PRESENCE OF: "BUYER"

By: _____
NAME: Michael Clark
Date: _____
STATE OF MICHIGAN _____
COUNTY OF GRAND TRAVERSE _____

This Purchase Agreement was acknowledged before me on _____, 2023, by Michael Clark (name of buyer).

Notary Public _____ County, Michigan
My Commission Expires: _____

DRAFT

EXHIBIT A

Legal Description

COM SW SEC COR TH N 936.91' TH N 23 DEG 25' E 220.53' TH N 46 DEG 40' E 114.81'
TO POB TH N 46 DEG 40' E 105.06' TH S 63 DEG 26' E 155.62' TH S 73 DEG 30' E
306.21' TH N 87 DEG 2' W 451.93' TH N 43 DEG 24' W 84.22' TO POB SEC 7
T26N R11W

DRAFT

DRAFT

EXHIBIT B

**QUITCLAIM DEED
STATUTORY FORM**

KNOW ALL PERSONS BY THESE PRESENT: That the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684, "Grantor") quit claims to Michael Clark whose address is 1769 County Road 633, Grawn, MI 49637 ("Grantee"), the following premises in the Township of Blair, County of Grand Traverse, State of Michigan, as described as:

COM SW SEC COR TH N 936.91' TH N 23 DEG 25' E 220.53' TH N 46 DEG 40' E 114.81'
TO POB TH N 46 DEG 40' E 105.06' TH S 63 DEG 26' E 155.62' TH S 73 DEG 30' E 306.21' TH
N 87 DEG 2' W 451.93' TH N 43 DEG 24' W 84.22' TO POB SEC 7 T26N R11W

Commonly known as: 1769 County Road 633, Grawn, MI 49637

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of \$5,608.66 Dollars. This conveyance is exempt from taxes pursuant to MCL 207.505(h); MSA 7.456(5)(h) and MCL 207.526(h); MSA 7.456(26)(h).

Notice:

This conveyance is made upon the express condition that the Grantee fulfill all of the representations and warranties provided in the "Purchase Agreement for 1769 County Road 633, Grawn, MI 49637 and dated _____ [PA signature date], between the Grantor and the Grantee for the conveyance of this property. Failure by the Grantee to fulfill the conditions of the Purchase and Development Agreement after this conveyance unconditionally allows the Grantor a Right of Reverter upon the property until a release of interest is recorded by the Grantor on this property.

Dated:

Signed in the presence of:

Signed by:

Heidi Scheppe, Chairperson
Grand Traverse County Land Bank Authority

STATE OF MICHIGAN)
)
COUNTY OF GRAND TRAVERSE)
) ss

I hereby certify that on _____, 2023, the foregoing Quit-Claim Deed was produced to me in Grand Traverse County, acknowledged before me by Heidi Scheppe, Chairperson, Grand Traverse County Land Bank Authority, and acknowledged to be the act and deed of said Authority.

Notary Public _____ County, Michigan
My Commission Expires: _____

When recorded return to: Michael Clark 1769 County Road 633 Grawn, MI 49637	Send subsequent tax bills to: Michael Clark 1769 County Road 633 Grawn, MI 49637	Drafted by: Ross A. Hammersley Olson, Bzdok & Howard, P.C. 420 E. Front St. Traverse City, Michigan 49686
Parcel I.D. No: 02-007-042-00	Recording Fee: \$ 30.00	Revenue Stamps: \$ N/A

DRAFT

EXHIBIT C

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date
Purchaser	Date
Agent	Date

Seller	Date
Purchaser	Date
Agent	Date



GRAND TRAVERSE COUNTY REQUEST FOR BOARD ACTION

MEETING DATE: June 23, 2023

DEPARTMENT: Administration

SUBMITTED BY: Chris Forsyth, Deputy County Administrator

SUBJECT: Village of Kingsley DDA Project; John's Auto and AutoTech; Update and Next Steps

RECOMMENDATION:

Motion to approve the First Amendment to the Development and Reimbursement Agreement and authorize the Chairperson to execute it on behalf of the Land Bank Authority.

SUMMARY:

Attached for your review are the following documents:

1. The fully executed purchase agreement for John's Auto
2. The fully executed purchase agreement for Auto Tech
3. Proposed First Amendment to Development and Reimbursement Agreement

With the purchase of Auto Tech, the Land Bank will have to amend the Development and Reimbursement Agreement with the Village of Kingsley DDA to incorporate this parcel into the agreement. Counsel, Ross Hammersley, has reviewed and approved it as to form and legality. A proposed motion is provided below.

Once the Land Bank approves the amendment, the Land Bank and DDA will work on the due diligence prior to closing, which for Auto Tech will occur at the end of August, and for John's Auto, will occur in mid-November. We have ordered an Alta survey, and EGLE is providing needed resources to perform the environmental assessments as part of the due diligence process. EGLE has engaged the environmental consultant firm Fishbeck, who has started work.

In the meantime, the application for a blight elimination grant with the State Land Bank Authority was sent on May 31st and the application is under review. On May 25th, I also sent a letter of interest to the Office of Rural Development for a \$50,000 rural readiness planning grant. It also is under review.

ATTACHMENTS:

[JOHNS AUTO SIGNED PURCHASE AGREEMENT](#)

[Final Purchase Agreement Kingsley DDA - Autotech 6.1.23 Executed](#)

[Final First Amendment to Development and Reimbursement Agreement](#)

PURCHASE AGREEMENT

19 This PURCHASE AGREEMENT ("Agreement") is entered into and made effective as of this day of May, 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, husband and wife, 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, 105 & 111 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 many 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 Development and Reimbursement 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 engaging 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. Earnest Money Payments. Upon acceptance of this Agreement by Sellers, the Land Bank shall make payment in monthly installments of One Thousand One Hundred and 00/100 Dollars (\$1,100.00) to the Sellers until Closing, which shall be prorated to the Closing date ("Earnest Money"). In recognition of the potential rental income not being collected by Seller during the Inspection Period, the Earnest Money shall be non-refundable and does not apply to the Purchase Price. In no event shall the Earnest Money exceed \$6,600.00. In the event the Land Bank proceeds to Closing prior to the end of the six-month due diligence period, the Land Bank will pay the Purchase Price at Closing as set forth above, and any outstanding prorated sum of the Earnest Money due and owing as of the date of Closing and no other Earnest Money shall be owed.

4. 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. Sellers to ensure that any and all leases relative to the Property are terminated on or at closing.

5. 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 Development and Reimbursement 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.

6. 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. A courtesy copy of any such reports shall be provided to Seller.

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") of the Property. If the Survey 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 of the deficiencies in the Survey that must be corrected. If a Survey is obtained by the Land Bank a copy shall be provided to Seller.

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 may 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.

7. **Evidence of Title.** Either party may order and pay for a land survey and/or title work at their own expense.

- a. As evidence of title, Seller agrees to furnish the Land Bank a commitment for an enhanced owner's policy of title insurance issued by Northern Title Agency, Inc. (or a similar national title insurance company acceptable to the Land Bank offering a substantially similar policy of title insurance) (the "Title Commitment") in an amount not less than the Purchase Price, together with legible copies of all recorded documents with the owner's policy to be issued at Closing pursuant to the commitment insuring marketable title (as defined below) to the Property in the name of the Land Bank.
- b. Sellers will execute an owners' affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard survey-related exceptions. For purposes of this Agreement, *marketable title* means fee simple title free and clear of any and all liens and encumbrances whatsoever, except only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which appear in the title commitment and will not constitute title defects or render the title to the Property unmarketable.
- c. The title commitment shall be provided to the Land Bank no less than seven (7) days prior to Closing. As soon as practicable, the Land Bank shall notify the Sellers of any deficiencies in the title that must be corrected prior to Closing, and the parties

shall confer in good faith to determine the means by which any such deficiencies shall be corrected in order for this transaction to be able to proceed to Closing, including, but not limited to, an extension of time for the proposed Closing Date in order to carry out such correction(s).

8. **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).
- b. The Land Bank agrees to release 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.
- 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, and (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.

9. **Personal Property, Fixtures and Equipment.** It is contemplated and agreed that the Sellers shall have the right to remove from the Property, any personal property, including any fixtures or equipment (“Personal Property”) on the Property from the Property. The Personal Property shall not be deemed part of the sale contemplated herein. Any personal property, fixtures or equipment remaining on the Property and after the up to 60 day period Seller is allowed to remain at the property for purposes of removing their belongings, (as set forth in paragraph 12, below) shall be deemed property of the Land Bank to do with as they deem appropriate and without further claim by Sellers.

10. **“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.

11. **Taxes and Prorated Items.** Sellers will pay, at or prior to Closing, all real estate taxes and current assessments levied or assessed against the Property that are due or are a lien on the Property as of the Closing date. Current taxes will be prorated on a due date basis as paid in advance, based on the assumption taxes are paid in advance in the manner which is customary in the locality where the Property is located. Sellers shall be responsible to pay the cost of all utilities and service charges at the Property at or immediately prior to Closing through and including the date of transfer of possession and occupancy to the Land Bank, including but not limited to, electricity, gas, water, sewer, telephone, refuse collection, and other utilities. Sellers will pay all other expenses pertaining to Sellers’ ownership or use of the Property, such amounts to be paid prior to Closing to the extent such amounts could result in any lien or claim against Buyer or the Property and in any event will be paid prior to delinquency.

12. **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, unless agreed to by the parties, by no less than 45-days and no more than 60-days after the expiration of the Inspection Period. 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. Up to 60 days after Closing, Seller may remain at the property for purposes of removing their belongings, but shall not operate any business therefrom. The Land Banks shall not charge rent to Seller during that time. The period of time the Seller may remain at the property may also be extended for an additional 60-day period, upon the mutual agreement of both the Land Bank and the Sellers

13. 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.

14. 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.

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

16. 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.: (231) 633-1214
Email: _____
Fax: _____

With Copy to:

Roy Jay Montney, Jr., Esq.
Montney Isles, PLC
1022 E Front Street
Traverse City, MI 49686
231-922-9600
rjmontney@m2plc.com

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: ross@envlaw.com
Fax: (231) 946-4807

17. **Sellers' Default.** In the event of Sellers' default, the Land Bank may elect to treat this Agreement as cancelled, in which case all monies, excepted earned Escrow Money, 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.

18. **Buyer's Default.** In the event of Buyer's default, Sellers' remedies shall be limited to liquidated damages in the amount of Six Thousand Six Hundred and 00/100 Dollars (\$6,600.00) [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.

19. **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.

20. **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.
- h. Both parties acknowledge and agree that they have been provided sufficient time and opportunity to consult with and be represented by legal counsel and/or financial

advisors of their own choosing with respect to the review of this Agreement, and that they enter into said Agreement without duress or coercion and based on their own judgment and not in reliance upon any representation or promises made by the other party other than those contained herein. This Agreement shall be interpreted to have been drafted jointly by the parties hereto.

21. **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.

22. **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

John F. Selds

SELLER:
MELINDA SUE SEDLACEK

Melinda Selds

BUYER:
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

Heidi Scheppe
By: Heidi Scheppe
Its: Land Bank Chair

Exhibit A
Legal Description of the Property

1. 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.
Tax Parcel ID No. 42-050-081-00
Commonly Referred to as: 103 W. Main St., Kingsley, Michigan 49649

2. LOT 69, ASSESSOR'S MAP OF KINGSLEY
Tax Parcel ID No. 42-050-077-00
Commonly Referred to as: 105 W. Main St., Kingsley, Michigan 49649

3. E 1/2 OF LOT 68 ASSESSOR'S MAP OF KINGSLEY
Tax Parcel ID No. 42-050-076-00
Commonly Referred to as: 111 W. Main St., Kingsley, Michigan 49649

Exhibit B
SAMPLE Warranty Deed

See attached.

PURCHASE AGREEMENT

2nd This PURCHASE AGREEMENT ("Agreement") is entered into and made effective as of this day of June, 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 Cyril C. Baker III and Nadine Baker, husband and wife whose address is 17171 Honor Hwy. Interlochen, MI 49643 ("Sellers"), for the sale and transfer of title of real property and personal located at 115 West Main Street, Kingsley, Michigan 49649 and legally described and identified 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 location in the Village of Kingsley, Michigan and previously served as the location of an auto-repair shop; 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 Amended Development and Reimbursement 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 engaging with the DDA in order to facilitate the 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 Four Hundred and Sixty Thousand (\$460,000.00) and 00/00 dollars, to be allocated \$440,000.00 for the real estate and \$20,000.00 for the personal property. 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. **Earnest Money Payments.** Upon acceptance of this Agreement by Sellers, the Land Bank shall make payment in the amount of Ten Thousand (\$10,000.00) and 00/00 dollars. ("Earnest Money"). The Earnest Money shall be refundable and apply to the Purchase Price. In the event the Land Bank proceeds to Closing prior to the end of the ninety-day due diligence period, the Land Bank will pay the Purchase Price at Closing as set forth above with the Earnest Money being deducted from the Purchase Price.

4. **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. Sellers to ensure that any and all leases relative to the Property are terminated on or at closing.

5. **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 Amended Development and Reimbursement 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.

6. **Inspection & Due Diligence.**

a. The Land Bank, at its sole cost and expense, shall have ninety (90) 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. A courtesy copy of any such reports shall be provided to Seller.

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") of the Property. If the Survey 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 of the deficiencies in the Survey that must be corrected. If a Survey is obtained by the Land Bank a copy shall be provided to Seller.

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 may 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.

7. **Evidence of Title.** Either party may order and pay for a land survey and/or title work at their own expense.

- a. As evidence of title, Seller agrees to furnish, but at Buyers expense, the Land Bank a commitment for an enhanced owner's policy of title insurance issued by Northern Title Agency, Inc. (or a similar national title insurance company acceptable to the Land Bank offering a substantially similar policy of title insurance) (the "Title Commitment") in an amount not less than the Purchase Price, together with legible copies of all recorded documents with the owner's policy to be issued at Closing pursuant to the commitment insuring marketable title (as defined below) to the Property in the name of the Land Bank.
- b. Sellers will execute an owners' affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard survey-related exceptions. For purposes of this Agreement, *marketable title* means fee simple title free and clear of any and all liens and encumbrances whatsoever, except only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which appear in the title commitment and will not constitute title defects or render the title to the Property unmarketable.
- c. The title commitment shall be provided to the Land Bank no less than seven (7) days prior to Closing. As soon as practicable, the Land Bank shall notify the Sellers of any deficiencies in the title that must be corrected prior to Closing, and the parties shall confer in good faith to determine the means by which any such deficiencies shall be corrected in order for this transaction to be able to proceed to Closing, including, but not limited to, an extension of time for the proposed Closing Date in order to carry out such correction(s).

8. **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).
- b. The Land Bank agrees to release 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.
- 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, and (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.

9. **Personal Property, Fixtures and Equipment.** It is contemplated and agreed that, except for the personal property identified in Exhibit A, the Sellers shall have the right to remove from the Property, any personal property including but not limited to that which is identified in Exhibit C, including any fixtures or equipment ("Exhibit C Personal Property") on the Property from the Property. The Exhibit C Personal Property shall not be deemed part of the sale contemplated herein.

10. **"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.

11. Taxes and Prorated Items. Sellers will pay, at or prior to Closing, all real estate taxes and current assessments levied or assessed against the Property that are due or are a lien on the Property as of the Closing date. Current taxes will be prorated on a due date basis as paid in advance, based on the assumption taxes are paid in advance in the manner which is customary in the locality where the Property is located. Sellers shall be responsible to pay the cost of all utilities and service charges at the Property at or immediately prior to Closing through and including the date of transfer of possession and occupancy to the Land Bank, including but not limited to, electricity, gas, water, sewer, telephone, refuse collection, and other utilities. Sellers will pay all other expenses pertaining to Sellers' ownership or use of the Property, such amounts to be paid prior to Closing to the extent such amounts could result in any lien or claim against Buyer or the Property and in any event will be paid prior to delinquency.

12. 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. The Land Bank shall pay all closing costs, transfer taxes and recording fees. Seller shall be responsible for any costs associated with their realtor.

13. 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.

14. **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.

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

16. **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 Seller:
Cyril and Nadine Baker
17171 Honor Hwy.
Interlochen, MI 49643

If to Buyer:
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY
400 Boardman Avenue, Suite 104
Traverse City, Michigan 49684
Ph.: (231) 922-4735
Email: hscheppe@gtcounty.mi.gov
Fax: _____

With a Copy to:
OLSON, BZDOK & HOWARD, PC
420 East Front Street
Traverse City, Michigan 49686
Ph.: (231) 946-0044
Email: ross@envlaw.com
Fax: (231) 946-4807

17. **Sellers' Default.** In the event of Sellers' default, the Land Bank may elect to treat this Agreement as cancelled, in which case all monies, excepted earned Earnest Money, 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.

18. **Buyer's Default.** In the event of Buyer's default, Sellers' remedies shall be limited to liquidated damages in the amount of the Earnest Money. 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.

19. **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.

20. **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.
- h. Both parties acknowledge and agree that they have been provided sufficient time and opportunity to consult with and be represented by legal counsel and/or financial advisors of their own choosing with respect to the review of this Agreement, and that they enter into said Agreement without duress or coercion and based on their own judgment and not in reliance upon any representation or promises made by the other party other than those contained herein. This Agreement shall be interpreted to have been drafted jointly by the parties hereto.

21. **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.

22. **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.

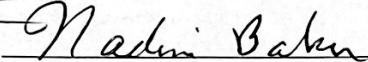
Accordingly, the Sellers and the Land Bank have executed this Agreement to be considered effective as of the date first written above.

SELLER:

[signature page follows]

SELLER:


Cyril C. Baker III


Nadine Baker

BUYER:

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

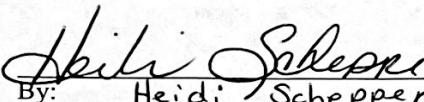

By: Heidi Schepper
Its: Chairperson

Exhibit A

Legal Description of the Real Property and Description of Personal Property Being Purchased

Real Property-

LOTS 1 & 2 BLK 3 VILLAGE OF PARADISE & W 1/2 OF LOT 68
ASSESSOR'S MAP OF KINGSLEY

Personal Property-

EQUIPMENT THAT WE WILL BE LEAVING	
WASTE OIL BURNER	
MENOXIDE SYSTEM	
AIR HOSE AND REELS THAT ARE INSTALLED	
BEARING REMOVER	
WHEEL TOQUE MASTER KIT	
PHONE SYSTEM	
PRINTER, COPIER, FAX	
TWO FILE CABINETS	
ANSWERING MACHINE	
BATTERY CHARGER	
2 9000 LB HOISTS	
1 12000 LB HOIST	
AIR COMPRESSOR	
BRAKE LATHE	
BOTTLE JACKS	
WORK BENCHES X 3	
STEP LADDER	
WET FLOOR SIGN	
2 FLOOR JACKS	
GAS CADDY	
BRAKE FLUID PUMP	
2 TRANSMISSION JACKS	
BRAKE DRUM MIC	
STRUT COMPRESSOR	
DYE LIGHT	
FIRE EXTINGUISHERS	
GEAR LUBE PUMP	
ENGINE STAND	
ENGINE SLING	
ENGINE CRANE	
BARRELL PUMPS	
GRINDER	
GREASE GUNS	
STARTER AND ALTERNATOR TESTER	
VICE	
BRAKE BLEEDER KIT	
FUEL PRESSURE TESTER	
LARGE FLOOR FANS	
SAND BLASTER CABINET	
JUMP BOX	
3 TALL JACK STANDS	
HEADLIGHT ALIGNMENT TOOL	
SMOKE MACHINE	
INJECTOR TESTER	
COOLANT PRESSURE TEST KIT	
SCREW EXTRACTOR KIT	
PS PULLY REMOVER AND INSTALLER	
BROKEN SPARK PLUG REMOVER	
TERMINAL TOOL KIT	
AXLE RE-THREADER	
AXLE BEARING PULLER	
2 HARMONIC BALANCER REMOVE AND INSTALL KIT	
CLUTCH FAN WRENCH KIT	
HYDROLIC BRAKE LINE TOOL	
HEAVY SHELVING UNIT	
2 DIFFERENT STUD PULLERS	
TIMING LIGHT	
BALL JOINT PRESS	
ON CAR BEARING HUB REMOVAL KIT	
PORTA POWER	
FUEL LINE REPAIR KIT	
4 CABINETS	
13 SMALL PARTS DRAWERS	
COME ALONG	
REAR BRAKE CALIPER TOOL	
Pesk Fix Cabinet	
MANY MISCELLEOUS TOOLS	

Exhibit B

Purchase Agreement | Page 9 of 12

SAMPLE Warranty Deed

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That the Grantors, CYRIL C. BAKER III AND NADINE BAKER, whose address is 17171 Honor Highway, Interlochen, Michigan 49643, Convey and Warrant to the Grantee, the GRAND TRAVERSE COUNTY LAND BANK AUTHORITY, a Michigan municipal entity whose address is 400 Boardman Avenue, Traverse City, Michigan 49684, the following described premises situated in the Village of Kingsley, Grand Traverse County, Michigan, to-wit:

**LOTS 1 & 2 BLK 3 VILLAGE OF PARADISE & W 1/2 OF LOT 68
ASSESSOR'S MAP OF KINGSLEY**

Commonly referred to as: 115 West Main Street
Tax Parcel ID 42-100-027-00

For the full consideration of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00).

Subject to restrictions, reservations, easements, rights-of-way, and building and use restrictions of record, if any. The Grantors grant to the Grantee the right to make all permissible division(s) under §108 of the Land Division Act, 1967 PA 288 (n/a).

This 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.

Signed by:

Dated: , 2023.

Cyril C. Baker III

Dated: _____, 2023.

Nadine Baker

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)
SS.

Signed and acknowledged before me on _____, 2023, by Cyril C. Baker III.

Purchase Agreement | Page 10 of 12

_____, Notary Public
County, Michigan
My commission expires: _____
Acting in _____ County

STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE) ss.

Signed and acknowledged before me on _____, 2023, by Nadine
Baker.

_____, Notary Public
County, Michigan
My commission expires: _____
Acting in _____ County

When Recorded Return To: Ross A. Hammersley (P70105) Olson, Bzdok & Howard, PC Traverse City, MI 49686 Telephone: (231) 946-0044	Subsequent Tax Bills To: n/a	Drafted (without opinion): Ross A. Hammersley (P70105) Olson, Bzdok & Howard, PC Traverse City, MI 49686 Telephone: (231) 946-0044
--	---------------------------------	--

Parcel #_____

Recording Fee: \$30.00

Tax Certification: \$ -0- (n/a) Transfer Tax: \$ -0- (n/a)

Exhibit C
Personal Property to be Removed

Purchase Agreement | Page 11 of 12

LIST OF EQUIPMENT THAT WE WILL BE TAKING

ONE 9000 HOIST

20 TON FLOOR JACK

VICE

2 BENCHES 4 X8 AND 2 X 8

TORCH SET AND TANKS

8" GRINDER

COMPUTERS AND SOFTWARE

LAWN MOWER

HYDROLIC PRESS

2 SHELVING UNITS

2 CABINETS

SNAP ON SCANNER AND KABOTA TRACTOR

2 File Cabinets

AUTO TECH SIGN

FIRST AMENDMENT TO DEVELOPMENT & REIMBURSEMENT AGREEMENT

This First Amendment to the DEVELOPMENT AND REIMBURSEMENT 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").

WHEREAS, the DDA and Land Bank entered into a Development and Reimbursement Agreement dated May 19, 2023 (the "Agreement") with respect to the redevelopment of three parcels located in Kingsley, Grand Traverse County, Michigan that are owned by Mr. John F. & Mrs. Melinda Sue Sedlacek; and

WHEREAS, simultaneously with entering into the Agreement, the Land Bank entered into a Purchase Agreement with Mr. and Mrs. Sedlacek for the purchase of these three parcels; and

WHEREAS, on June 2, 2023, the Land Bank entered into another Purchase Agreement for the purchase of a fourth parcel owned by Mr. Cyril C. Baker III and Mrs. Nadine Baker; and

WHEREAS, this fourth parcel is immediately to the west of the Sedlaceks' three parcels, and is also intended to be redeveloped; and

WHEREAS, the Purchase Agreement with Mr. and Mrs. Baker contains a condition precent that the Land Bank and DDA shall approve and execute an Amended Development and Reimbursement Agreement contemporaneously with the execution of the Purchase Agreement; and

WHEREAS, given the above statements, the Land Bank and DDA desire to enter into this First Amendment to the Development and Reimbursement Agreement; and

THEREFORE, for consideration of the mutual covenants and benefits derived and sought to be derived from both the Agreement and from this First Amendment to Development and Reimbursement Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Land Bank and DDA, intending to be legally bound, agree to the following:

1. Paragraph E., PREMISES, is hereby amended to read as follows:

E. As detailed below, the Land Bank entered into separate Purchase Agreements with the two owners of the Property. The two owners of the Property are Mr. John F. and Mrs. Melidna Sue Sedlacek who own the first three parcels described in Exhibit A, and Mr. Cyril C. Baker III and Mrs. Nadine Baker who own the fourth parcel

described in Exhibit A. (collectively referred to as the “Sellers” or “previous owners”) The Land Bank intends to move forward towards the purchase of 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;

2. **ARTICLE 1., PURCHASE OF PROPERTY**, Section 1.1., is hereby amended to read as follows:

Section 1.1. The Land Bank has executed two Purchase Agreements setting forth the terms and conditions of the Land Bank’s purchase of the Property from the present owners. The first purchase was with John F. and Melinda Sue Sedlacek (the “First Purchase”). The purchase price for the three parcels that are included as part of the Property is Three Hundred and Fifty Thousand (\$350,000.00) Dollars. The Purchase Agreement for the First Purchase is attached hereto as **Exhibit B**.

The second purchase was with Mr. Cyril C. Baker III and Mrs. Nadine Baker (the “Second Purchase”). The purchase price for the fourth parcel that is included as part of the Property is Four Hundred and Sixty Thousand (\$460,000.00) and 00/00 dollars, to be allocated \$440,000.00 for the real estate and \$20,000.00 for the personal property. The Purchase Agreement for the First Purchase is attached hereto as **Exhibit C**.

3. **ARTICLE, 1., PURCHASE OF PROPERTY**, Section 1.2 is hereby amended to read as follows:

Section 1.2. Any earnest money payments, recording costs, or state and county transfer taxes associated with the Purchase of the Property shall be paid by the Land Bank as set forth in the Purchase Agreement, but the DDA shall reimburse any such costs actually paid by the Land Bank during this transaction. The Land Bank has allocated Seven Hundred Thousand (\$700,000) for the purchase of the Property, which is Three Hundred and Fifty Thousand (\$350,000.00) Dollars for the First Purchase and an equal amount for the Second Purchase. The DDA shall be responsible for paying the excess purchase price amount of One Hundred Ten Thousand (110,000) Dollars for the Second Purchase. The DDA also shall be responsible for the future sale or disposal of the personal property that is part of the Second Purchase. In addition, the DDA shall be responsible to pay all real property taxes and assessments, if any, accruing after the Purchase, no later than the date that the Land Bank conveys the Property to the DDA at the Final Closing. The Sellers (Sedlaceks and Bakers) shall pay all real property taxes and assessments accrued prior to closing of the Purchase Agreement. Prior to the Final 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 Final Closing, the DDA shall be responsible for the payment of all real property taxes and assessments. The Land Bank shall provide to the DDA all bills for real property taxes and assessments no later than seven (7) days after its receipt of same.

4. **ARTICLE, 1., PURCHASE OF PROPERTY, Section 1.6** is hereby amended to read as follows:

Section 1.6. Due Diligence. As set forth in the attached Purchase Agreements, prior to the Transfer, the Land Bank may conduct its own Phase I and Phase II 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 due diligence or “Inspection Period” set forth in each respective Purchase Agreement, 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.

5. **ARTICLE, 3., REDEVELOPMENT CLOSING, INDEPENDENT SALE, AND DDA PURCHASE, Section 3.2 C,** is hereby amended to read as follows:

C. The DDA shall be responsible for providing regular written updates to the Land Bank regarding the status of its plans for the redevelopment of the Property at least once per quarter following the execution of the Purchase Agreements between the Land Bank and the previous owners of the Property. The DDA shall include in its regular written updates its efforts to implement and complete its redevelopment actions and obligations described above in Sections 2.1-2.3 of this Agreement.

6. **EXHIBIT A, LEGAL DESCRIPTION OF THE PROPERTY** is hereby amended to read as follows:

Exhibit A
Legal Description of the Property

1. 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.
Tax Parcel ID No. 42-050-081-00
Commonly Referred to as: 103 W. Main St., Kingsley, Michigan 49649

2. LOT 69, ASSESSOR'S MAP OF KINGSLEY
Tax Parcel ID No. 42-050-077-00
Commonly Referred to as: 105 W. Main St., Kingsley, Michigan 49649

3. E 1/2 OF LOT 68 ASSESSOR'S MAP OF KINGSLEY
Tax Parcel ID No. 42-050-076-00

Commonly Referred to as: 111 W. Main St., Kingsley, Michigan 49649

4. LOTS 1 & 2 BLK 3 VILLAGE OF PARADISE & W ½ OF LOT 68
ASSESSOR'S MAP OF KINGSLEY

Tax Parcel ID No. 42-100-027-00

Commonly Referred to as: 115 W. Main St., Kingsley,
Michigan 49649

7. A new **Exhibit B** shall be attached to replace the previous Exhibit B and is described as follows:

Exhibit B, Executed Purchase Agreement Between Land Bank and Mr. John F. and Mrs. Melidna Sue Sedlacek

See attached

8. A new **Exhibit C**, is added to this agreement and described follows:

Exhibit C, Executed Purchase Agreement Between Land Bank and Mr. Cyril C. Baker III and Mrs. Nadine Baker

9. Except as modified herein, the Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment to the Development and Reimbursement Agreement, the terms of this First Amendment shall govern and control.

In witness whereof, the Parties have signed this First Amendment to Development and Reimbursement Agreement as of the date first written above.

**VILLAGE OF KINGSLEY
DOWNTOWN DEVELOPMENT AUTHORITY**

By: _____
Its: _____

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

Approved as to form:

By: _____
Its: Chairperson

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



GRAND TRAVERSE COUNTY REQUEST FOR BOARD ACTION

MEETING DATE: June 23, 2023

DEPARTMENT: Administration

SUBMITTED BY: Chris Forsyth, Deputy County Administrator

SUBJECT: Strategic Plan Update; Review of the Land Bank Fast Track Act, Act 258 of 2003

SUMMARY:

To start the strategic planning process, I will provide Land Bank members an overview of Public Act 258 of 2003, the Land Bank Fast Track Act. The Grand Traverse County Land Bank Authority's authority is derived from this act. Items I will cover include, the make-up of the authority, its relationship to the State Land Bank Authority, and its powers. I will provide the Land Bank a detailed presentation prior to the June 23rd meeting.



Strategic Planning Presentation

An overview of Act 258

The Land Bank Fast Tract Act



Overview

- What can you do?
- What have you done?
- What are others doing?
- What do you want to do?





What can you do?



Dillon's Rule

Public (municipal) corporations have derived their powers *only* from the Legislature.



The Land Bank Authority is a public corporation and derives its powers only from the Land Bank Fast Track Act, Act 258 of 2003, MCL 124.751 *et seq.*

A handwritten signature in cursive script that reads "John F. Dillon".



Attorney General Opinion 7255

December 17, 2010

As a county agency, a county land bank draws its legal life from the law authorizing its creation. As a creature of the Legislature, it has no power save that which has been conferred by law.....In construing the statutory powers of such an agency, the primary goal is to determine and give effect to the intent of the Legislature. If the statute is unambiguous, the plain and ordinary meaning of its words reveals the intent of the Legislature.The Legislature is presumed to have intended the meaning those words plainly express.....

Review key sections of
Act 258 of 2003



Section 2 Legislative finding and public purpose

- The legislature finds there exists in the state:
 - Continuing need to strengthen and revitalize the economy of the state and local units of government (LUGS)
 - Best interest of this state and LUGS to assemble or dispose of public property, including tax reverted property
- It is declared to be a valid public purpose for a land bank to:
 - Acquire, assemble, dispose of, and quiet title to property
 - Provide for the financing of the acquisition, assembly, disposition and quieting of title of property

Section 14 Construction

- Construed liberally to effectuate the legislative intent and the purposes
- All powers granted shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers
- In the exercise of its powers and duties the Land Bank shall have complete control as if it represented a private property owner
- A Land Bank shall not be subject to restrictions imposed on it by the charter, ordinances, or resolutions of a local unit of government
- But a Land Bank is not exempt from local zoning

Section 3 Definitions

- “Authority” means the State Land Bank, County Land Bank, or Local Land Bank
- “County Authority” means a county band bank created by a foreclosing governmental unit
- “Foreclosing governmental unit” means
 - The treasurer of a county
 - The state if the county has elected to have the state foreclose property
- “Local Authority” means an authority created by a qualified city
- “Qualified City” means a city that contains a first-class school district and includes any department or agency of the city (Detroit)

Section 23 Creation and composition

- Created through an intergovernmental agreement with the State Land Bank
- The County Treasurer enters into the agreement with the State Land Bank with the approval of the Board of Commissioners
- The agreement provides for the exercise of the powers, duties, functions and responsibilities under Act 258 and the creation of a County Land Bank to exercise those function
- The Treasurer is automatically a member of the Land Bank Board
- The intergovernmental agreement shall provide for the size of the board which shall be composed of an odd number of members
- The agreement shall also include method:
 - Selection and terms of office of initial members
 - Adoption of articles of incorporation
 - Distribution of proceeds from the activities of the Land Bank
 - Method for dissolution of the land bank

Section 2 Legislative finding and public purpose

- It is declared to be a valid public purpose for a land bank to:
 - Acquire, assemble, dispose of, and quiet title to property
 - Provide for the financing of the acquisition, assembly, disposition and quieting of title of property

Section 4 General powers

- May do all things necessary or convenient to implement the purposes, objectives and provisions of this act, including, but not limited to, all of the following:
 - Borrow money and issue bonds and notes
 - Enter into contracts and other instruments necessary, incidental or convenient to the exercise of its power including entering into interlocal agreements under the urban cooperation act of 1967
 - Solicit and accept gifts, grants, labor, loans or other aid from a person the federal government, this state or a political subdivision of this state
 - Invest money of the authority in instruments, obligations, security, or property
 - Contract for goods and services and engage as necessary and engage the services of private consultants, managers, legal counsel, engineers, etc
 - Enter into contracts for the management of, the collection of rent from, or the sale of real property held by an authority
 - Do all other things necessary or convenient to achieve the objectives and purposes of the authority or other laws that relate to the purposes and responsibility of the authority

Section 4 General powers continued

- A land bank shall
 - Adopt a code of ethics for its directors, officers, and employees
 - Establish policies and procedures related to disclosing conflicts of interest
- A land bank shall not
 - Assist or expend any funds for the development of a casino
 - Levy any tax or special assessment
 - Exercise the power of eminent domain or condemn property

Section 5 Specific powers related to property acquisition

- Act 258 allow a Land Bank to acquire by gift, devise, transfer, exchange, foreclosure, purchase or otherwise on terms and conditions and in a manner the Land Bank considers proper, real or personal property or rights or interests in real or personal property
- This can be done through
 - Purchase contract
 - Lease purchase agreement
 - Installments sales contract
 - Land contract
 - Or otherwise
- A Land Bank may acquire real property or rights or interests in real property for any purpose it considers necessary to carry out the purposes of Act 258

Section 24 Specific rules related to bonds and notes

- Land Bank may borrow money and issue bonds or notes for achieving the purposes and objectives described in Act 285
- Bonds and notes are limited to 30 years maturity
- BOC may make a limited tax pledge to support the bonds or notes
- Voters may pledge unlimited tax full faith and credit for the payment of principal and interest
- Bonds and notes are secured by the Land Bank's sources of revenue
- Bonds and notes are tax exempt

Section 9

Expedited quiet title and foreclosure action

- A Land Bank can quiet title and foreclose on real property held by the Land Bank or interests in tax reverted property held by the Land Bank
- Three step process:
 - First, file with ROD a notice of pending action including a property description and statement that any legal interests in the property may be extinguished by a circuit court order vesting title to the Land Bank
 - Second, initiate a search of records to identify the owners who may have interest
 - Third, file a single petition to expedite foreclosure with a hearing to be held in 90 days of filing
- Land bank must send notice by certified mail, return receipt requested to those identified in search of records as being owners as well as post notice at the property, and if can't provide notice by these means provide notice by publication in a local newspaper
- Court then holds a hearing and mot more than 10 days after the conclusion of the hearing, either deny the request or issue a judgment vesting absolute title to the Land Bank



What's not covered in this presentation

Land bank property as
blighted property
under the Brownfield
Redevelopment
Financing Act

“5/50 capture” as
authorized under
Public Act 260 of 2003



Questions?