

# PUBLIC NOTICE

Chair  
ERIC SCHERTZING

Appointed Members  
**DEBBIE DE LEON, Vice-Chair**  
**REBECCA BAHAR-COOK, Secretary**  
**DALE COPEEDGE, Treasurer**  
**DEB NOLAN**

## **Ingham County Land Bank Fast Track Authority**

422 Adams Street, Lansing Michigan 48906 517.267.5221 Fax 517.267.5224

**THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY WILL MEET ON MONDAY, JUNE 14, 2010 AT 5:00 P.M., IN THE PERSONNEL CONFERENCE ROOM D & E, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING**

### Agenda

Call to Order

Approval of Minutes – May 3, 2010

Additions to the Agenda

Limited Public Comment – 3 minutes per person

1. Resolution to establish a Section 3 Policy and Procedure for the Housing and Urban Development Act of 1968
2. Resolution to authorize sale of commercial property at 934 Clark Street and vacant adjacent lot, Lansing MI
3. Property Maintenance, Renovation & Development
  - a. NSP1 Update
  - b. NSP2 Update
  - c. OCOF Update
  - d. Residential/Commercial Property Update
  - e. Lansing Fire Department Training
  - f. General legal update – Counsel
  - g. Business Plan
4. Accounts Payable & Monthly Statement
  - a. Accounts Payable Approval April 2010
  - b. Monthly Financial Statement – April 2010
5. Chairman & Executive Director Items
  - a. Conference Update

Announcements

Public Comment – 3 minutes per person

Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC DEVICES OR SET TO MUTE OR VIBRATE TO AVOID DISRUPTION DURING THE MEETING**

**INGHAM COUNTY LAND BANK  
FAST TRACK AUTHORITY  
Annual Meeting  
May 3, 2010  
Minutes**

Members Present: Eric Schertzing, Comm.DeLeon, Comm. Bahar-Cook, Comm. Copedge, and Comm. Nolan

Members Absent: None

Others Present: Mary Ruttan, Tim Perrone, Joe Bonsall, Paul Wyzgoski

The meeting was called to order by Chairperson Schertzing at 5:05 p.m. in Conference Room D & E of the Human Services Building, 5303 S. Cedar, Lansing.

Approval of the March 1, 2010 Minutes

MOVED BY COMM. NOLAN, SUPPORTED BY COMM. BAHAR-COOK TO APPROVE THE MARCH 1, 2010 MINUTES AS SUBMITTED. MOTION CARRIED UNANIMOUSLY. Absent: Comm. DeLeon and Comm. Copedge

Additions to the Agenda:

The following items were added to the agenda:

- 9b. Brownfield funding
- 9c. Revolving loan funding
- 10. Items from Board Members

Limited Public Comment: None

1. Resolution to Authorize Amendment to Issuance of Series 2007A and Series 2009A Note to National City Bank

Chairperson Schertzing informed all present, for purposes of full disclosure of any potential conflicts, that his campaign had received donations from groups or individuals related to agenda items 1, 3, and 4 during the most recent election cycle.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. NOLAN TO AUTHORIZE AMENDMENT TO ISSUANCE OF SERIES 2007A AND SERIES 2009A NOTE TO NATIONAL CITY BANK.

Comm. DeLeon arrived at 5:08 p.m.

Chairperson Schertzing introduced Paul Wyzgoski from Dickinson Wright to provide background information and answer any questions the board might have. Mr. Wyzgoski provided the board with a brief summary of the two notes. Both notes are scheduled to mature on July 1, 2010. This resolution will extend the maturity date to July 1, 2013 and alter the variable interest rate to 3-month LIBOR average plus ninety-five (95) basis points. Mr. Wyzgoski explained the amendments would be added to the original notes and no other terms would be altered. Comm. Nolan requested a more detailed explanation of the interest rate calculation. Mr. Wyzgoski stated that LIBOR has been averaging twenty (20) or thirty (30) basis points, which when added to the ninety-five (95) basis points, would result in a total interest rate of 1.15% - 1.25%. Comm. Nolan asked why the interest rate was increasing. Mr. Wyzgoski stated the Land Bank had been receiving a very low rate on the original note. Additionally, LIBOR has been holding below its historic average, so this was a way for the bank to get something closer to market rate. For comparison, Mr. Wyzgoski stated that tax notes are typically in the range of LIBOR plus two hundred (200) basis points. Mr. Wyzgoski stated it is necessary to amend the existing notes because Land Banks are statutorily prohibited from issuing refunding debt. Comm. Bahar-Cook inquired how the three year time period for the extension was arrived at. Chairperson Schertzing stated the Land Bank likes to keep borrowings on shorter time frames to ensure that it stays present in everyone's mind and the bank was agreeable to keeping the three-year time frame. Comm. Bahar-Cook asked if the County's stellar credit rating was a benefit to the Land Bank when negotiating our rates. Mr. Wyzgoski stated that the full faith and credit backing by the County on the Land Bank's notes was a positive factor. Comm. Nolan requested a further explanation of refunding debt. Mr. Wyzgoski explained using the analogy of re-financing one's home: it is when you take out new debt to pay off the old debt.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Copedge

2. Resolution Requesting the Purchase of Tax Foreclosed Parcels

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. NOLAN TO REQUEST THE PURCHASE OF CERTAIN TAX FORECLOSED PARCELS BY INGHAM COUNTY FOR THE LAND BANK FAST TRACK AUTHORITY.

Chairperson Schertzing explained the list presented to the board contained all tax 2010 foreclosed parcels. The properties will continue to be evaluated by staff for suitability in various Land Bank programs, including the Neighborhood Stabilization Program (NSP), prior to a final request to the Board of Commissioners. Comm. Bahar-Cook inquired how many of the parcels had been improved with structures. Chairperson Schertzing stated approximately 150 contained structures, including 58 condo units in south Lansing. Ms. Ruttan stated that much of the acquisition costs would be covered by federal funds awarded under the NSP program. Comm. DeLeon commented on the large number of parcels in her district. Chairperson Schertzing pointed out that less

than 10% of the foreclosed properties were occupied structures. The County Treasurer engages in foreclosure prevention activities and offers payment plans to any interested homestead owner. Those activities are why so few of the properties are occupied. Comm. Bahar-Cook asked how many of the parcels were zoned commercial. Chairperson Schertzing stated there were two gas stations and an abandoned restaurant. Ms. Ruttan stated staff would be able to provide a strategic list at the June meeting. Comm. Nolan requested that the fourth Whereas section of the resolution be changed to “the Land Bank staff has evaluated all 2010 tax foreclosed parcels to determine their redevelopment potential compared to their purchase cost.”

Comm. Copedge arrived at 5:38 p.m.

Comm. Bahar-Cook asked if it was necessary for the board to pass the resolution prior to the June meeting. Ms. Ruttan responded that it was necessary because the Board of Commissioners and its committees would need to pass a companion resolution prior to July 6. The June Land Bank meeting would be too late for that to happen. Comm. Bahar-Cook requested a finalized purchase list, including funding sources, be made available prior to a vote by the Board of Commissioners. Ms. Ruttan stated that a final list would be made and included with the Board of Commissioners resolution. Comm. Nolan inquired about the large amount of taxes owed on the parcels on Simken Drive. Chairperson Schertzing explained the properties were part of a former apartment complex that had been demolished by the City of Lansing and those demolition fees were included in the amount owing.

MOTION, AS AMENDED, CARRIED UNANIMOUSLY.

3. Resolution to Authorize Treasury Management Services with PNC Bank, Transfer the General and Escrow Accounts to PNC Bank and Open Three New Bank Accounts

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. NOLAN TO AUTHORIZE TREASURY MANAGEMENT SERVICES WITH PNC BANK, TRANSFER THE GENERAL AND ESCROW ACCOUNTS TO PNC BANK AND OPEN THREE NEW BANK ACCOUNTS.

Ms. Ruttan stated the decision to switch banking institutions was made to enhance staff’s ability to manage funds without the need of conducting wire transfers.

MOTION CARRIED UNANIMOUSLY.

4. Substitute Resolution to Authorize the Sale of Commercial Property Located at 1146 S. Washington, Lansing, Michigan

Chairperson Schertzing distributed the substitute resolution to the board.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. DELEON TO APPROVE THE SUBSTITUTE RESOLUTION TO AUTHORIZE THE CHAIRMAN OR EXECUTIVE DIRECTOR TO SIGN THE OFFER TO PURCHASE FROM HOOPER CONSULTING GROUP, LLC FOR THE SUM OF \$100,000.00 AND TO COUNTER OFFER UP TO \$160,000.00 FOR THE SALE OF THE PROPERTY LOCATED AT 1146 S. WASHINGTON AVENUE, LANSING, MICHIGAN 48910.

Chairperson Schertzing stated the substitute resolution takes the Land Bank out at the end of the development for tax credit purposes. Chairperson Schertzing again stated his relationship with Alan Hooper as a potential conflict. Ms. Ruttan stated that staff tries to keep counter-offers for commercial sales within 70-80% of appraised value. Staff will be coming back to the board to make that part of the Land Bank's written procedures. Board members discussed with counsel whether to enter closed session. It was determined a closed session was unnecessary. Chairperson Schertzing stated the property had been listed on the market and development proposals have been solicited with minimal results. Comm. Copedge requested the language of the title, the seventh Whereas clause, and the Therefore clause of the resolution be amended to "Counter Offer of" in place of "Counter Offer up to."

MOTION, AS AMENDED, CARRIED UNANIMOUSLY.

5. Resolution to Authorize the Sale of Commercial Property Located at 1300-1320 Keystone, Lansing, Michigan

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. NOLAN TO APPROVE THE RESOLUTION TO AUTHORIZE THE CHAIRMAN OR EXECUTIVE DIRECTOR TO ACCEPT AND SIGN THE OFFER TO PURCHASE FROM KENNETH ZISHOLZ FOR THE SUM OF \$300,000.00 FOR THE PROPERTY AT 1300-1320 KEYSTONE, LANSING, MICHIGAN.

Chairperson Schertzing stated the property was a commercial warehouse on the south side of Lansing.

MOTION CARRIED UNANIMOUSLY.

6. Resolution to Authorize the Chairman to Sign the Memorandum of Understanding with the Ingham County Housing Commission for the Neighborhood Stabilization Grant

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. NOLAN TO AUTHORIZE THE CHAIRMAN TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE ADMINISTRATION OF THE NEIGHBORHOOD STABILIZATION PROGRAM WITH THE INGHAM COUNTY HOUSING COMMISSION.

Comm. Bahar-Cook inquired as to the classification of snow and lawn maintenance. Ms. Ruttan stated those costs are classified as construction costs during construction

and are administrative costs after construction is completed. Ms. Ruttan also stated that snow and lawn maintenance would continue to be carried out by the Land Bank's contracted vendors. The cost would be covered by the grant.

MOTION CARRIED UNANIMOUSLY.

7. Property Maintenance, Renovation and Development

7a. Commercial property update

Chairperson Schertzing stated this was covered by agenda items five and six.

7b. General legal update

Mr. Perrone stated John McGlinchey has left the law firm and the name has been changed to Cohl, Stoker and Toskey PC. Mr. Perrone updated the board on the A. Maiz situation. The Civil Rights Investigator has submitted a proposed settlement, which would not constitute an admission of fault. The proposal involves the Land Bank establishing a diverse citizen committee which Mr. Maiz would sit on, creating an internship program, and that Mr. Maiz would be included in all bids for painting subcontractors. The Land Bank will propose that all qualified and registered local vendors be treated equally, with no special preference given to anyone, including Mr. Maiz. Comm Bahar-Cook asked if the level of specificity in the document was necessary, or whether a statement that the Land Bank follows the County's procedures for achieving diversity would be sufficient. Comm. Copedge asked if the citizens committee would be only advisory in nature. Mr. Perrone stated the Land Bank could create the committee in whatever capacity it desired. Mr. Perrone indicated he would continue to work on the agreement to reflect the boards concerns and continue the discussion at the June meeting.

8. Accounts Payable and Monthly Statement

8a. Accounts payable approval – February 2010

MOVED BY COMM. COPEdge, SUPPORTED BY COMM. NOLAN TO APPROVE THE ACCOUNTS PAYABLE FOR FEBRUARY 2010.

Comm. Bahar-Cook asked about the \$252,598.06 payment to the Ingham County Treasurer. Chairperson Schertzing stated the payment was for the purchase of prior-year tax foreclosures.

MOTION CARRIED UNANIMOUSLY.

8b. Accounts payable approval – March 2010

MOVED BY COMM. COPEdge, SUPPORTED BY COMM. NOLAN TO APPROVE THE ACCOUNTS PAYABLE FOR MARCH 2010. MOTION CARRIED UNANIMOUSLY.

8c. Monthly financial statement – February 2010

The February 2010 monthly financial statement was received and placed on file.

8d. Monthly financial statement – March 2010

The March 2010 monthly financial statement was received and placed on file.

9. Items from the Chairman or Executive Director

9a. Audit engagement letter

Chairperson Schertzing stated this was provided to the board for reference.

9b. Brownfield funding

Chairperson Schertzing stated the County Brownfield Authority will be entering a new funding cycle. This impacts the Land Bank's ability to fund certain construction and demolition activities.

9c. Revolving loan funding

Chairperson Schertzing stated our revolving loan funding is necessary to fund day-to-day operations and still allow the Land Bank to offer land contract terms to buyers and to cover unanticipated expenses such as the tax-foreclosure of fifty-eight condo units at Miller Park.

10. Items from Board Members

Comm. Nolan – Business Plan

Comm. Nolan stated that she would reserve a detailed discussion until the June meeting. She expressed her belief the Authority should be run as a business, including a big-picture plan for the future. Comm. Nolan also stated a desire to have longer meetings to allow more thorough discussion.

Announcements:

Comm. Bahar-Cook stated her appreciation to her peers for electing her to another term as secretary.

Limited Public Comment: None

The meeting adjourned at 6:05 p.m.

Respectfully submitted,

Joseph Bonsall

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO ESTABLISH A SECTION 3 POLICY AND PROCEDURE FOR THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 FOR THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY**

**RESOLUTION #10-009**

**WHEREAS**, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (“the Act”) establishes the State Land Bank Fast Track Authority; and

**WHEREAS**, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the “Authority”) to exercise those functions; and

**WHEREAS**, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

**WHEREAS**, the Ingham County Land Bank is a recipient of Housing and Urban Development financial assistance through NSP1 and NSP2; and

**WHEREAS**, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended) requires that economic opportunities generated by certain HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons; and

**WHEREAS**, it is necessary to adopt a policy and procedure to ensure compliance and monitoring of the Section 3 requirements.

**THEREFORE BE IT RESOLVED**, the Ingham County Land Bank Board hereby adopts the attached Section 3 Policy and Procedure which will be effective immediately.

YEAS:

NAYS:

ABSENT:



**Policy and Procedure**  
**Section 3 Contracting Policy for Housing Rehabilitation**  
**Ingham County Land Bank Fast Track Authority**

The **Section 3** provision of the Housing and Urban Development Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. All requirements of Section 3 of the Housing and Urban Development Act of 1968 apply to the NSP1 and NSP2 housing rehabilitation contracts.

The Ingham County Land Bank Fast Track Authority has established the following policy in order to meet Section 3 Requirements:

- All contractors who are awarded contracts in the amount of \$100,000.00 or more must meet the following responsibilities of Section 3. If the contractor or his subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and /or subcontracting opportunities to Section 3 residents and business concerns in the following manner:
  1. 30 percent of all new hires must be Section 3 Residents.
  2. 10 percent of construction contracts (subcontracts) must be awarded to Section 3 Business Concerns
  3. 3 percent of non-construction contracts must be awarded to Section 3 Business Concerns.
- Ten percent of the total dollar amount of all contracts for building trades work in connection with all housing rehabilitation contracts shall be awarded to Section 3 Business Concerns. Contractors that meet the definition of a Section 3 Business Concern may receive preference in bid award if their bid is within 5% of a non-Section 3 firms qualified low bid, and the bid from the Section 3 Business Concern is determined to be a qualified bid as well.

The Ingham County Land Bank requires that all approved contractors determine their eligibility as a Section 3 Business Concern. If eligible as a Section 3 Business Concern, they are required to turn in a Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability. This certification must be emblazoned with their Corporate Seal or be notarized, and must be accompanied by the attached statement of penalty for falsifying information. In addition, the contractor must provide the Ingham County Land Bank with a Resident Employment Opportunity Data form for each employee who qualifies as a Section 3 Resident.

Persons qualifying as Section 3 residents must meet one of the following criteria:

- A public housing resident residing within Ingham, Eaton or Clinton county; or
- A low or very low-income person residing within Ingham, Eaton or Clinton county (household income below 80% of area median income based on household size).
- A resident of Ingham, Eaton or Clinton County who meets at least one of the following criteria:
  - a. A current recipient of unemployment benefits or other government subsidies.
  - b. A returning Veteran
  - c. A recent college or vocational school graduate
  - d. Women in non-traditional careers
  - e. Youthbuild participants

Businesses seeking preference as a Section 3 Business Concern must demonstrate that it meets one of the following criteria:

- 51 percent owned by Section 3 residents residing within Ingham, Eaton or Clinton county; or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents residing within Eaton, Ingham or Clinton county, or within 3 years of the date of first employment with the business concern were qualified as Section 3 residents
- A business may also qualify as a Section 3 Business concern if it has a commitment to sub-contract in excess of 25% of the dollar award of all sub-contracts to be awarded to Section 3 Business Concerns. If a business wishes to utilize this method, a Section 3 Utilization Plan must be submitted with the bid, detailing the methods of reaching this requirement.

All Section 3 Business Concerns are required to document current employment data. Submit this data with your Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability. Current employment data must also be supplied to the Ingham County Land Bank upon award of each contract to a Section 3 Business Concern or to a contractor who enters into a contract of \$100,000.00 or more.

Contractors must also document efforts to hire Section 3 residents as well as documenting efforts to direct subcontracting opportunities to Section 3 Business Concerns. Contractors must also document efforts to award 3 percent of non-construction contracts must be awarded to Section 3 Business Concerns, if applicable. This documentation must be submitted to the Ingham County Land Bank by Section 3 Business Concerns prior to request for final payment of each job, for verification purposes.

All contractors are further encouraged to have their local subcontractors determine their eligibility as Section 3 Business Concerns also, and to forward the above business and resident Certification and Resident Employee forms to the Ingham County Land Bank.

For more information regarding Section 3, visit  
<http://www.hud.gov/offices/fheo/section3/section3.cfm>

**RESIDENT EMPLOYMENT OPPORTUNITY DATA**

<p><b>Ingham County Land Bank</b></p> <hr/> <p><b>ELIGIBILITY FOR PREFERENCE</b></p>
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**Eligibility for Preference**

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

<p><b>Certification for Resident Seeking Section 3 Preference in Training and Employment</b></p>	
<p>I, _____, am a legal resident of <input type="checkbox"/> Ingham County <input type="checkbox"/> Eaton County <input type="checkbox"/> Clinton County and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.</p>	
<p>My permanent address is: _____ _____</p>	
<p>I have attached the following documentation as evidence of my status:</p>	
<p><input type="checkbox"/> Copy of lease</p>	<p><input type="checkbox"/> Copy of receipt of public assistance</p>
<p><input type="checkbox"/> Copy of Evidence of participation in a public assistance program</p>	<p><input type="checkbox"/> Other evidence</p>
	<p>_____</p>
<p>Signature _____</p>	_____
_____	_____
<p>Print Name</p>	<p>Date</p>



**SECTION 3 INCOME LIMITS**

All residents of public housing developments of Ingham, Eaton or Clinton County qualify as Section 3 residents. Additionally, individuals residing in Ingham, Eaton or Clinton County who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

**Eligibility Guideline**

<b>Number in Household</b>	<b>Very Low Income</b>	<b>Low Income</b>
1 individual	\$23,450	\$37,500
2 individuals	\$26,800	\$42,900
3 individuals	\$30,150	\$48,250
4 individuals	\$33,500	\$53,600
5 individuals	\$36,200	\$57,900
6 individuals	\$38,850	\$62,200
7 individuals	\$41,550	\$66,450
8 individuals	\$44,200	\$70,750

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO AUTHORIZE THE CHAIRMAN OR EXECUTIVE DIRECTOR TO ACCEPT AND SIGN THE OFFER TO PURCHASE FROM RKH INVESTMENTS, LLC FOR THE SUM OF \$45,000.00 FOR THE PROPERTY AT 934 CLARK STREET AND ADJACENT VACANT LOT, LANSING, MICHIGAN  
RESOLUTION #10-010**

**WHEREAS**, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (“the Act”) establishes the State Land Bank Fast Track Authority; and

**WHEREAS**, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the “Authority”) to exercise those functions; and

**WHEREAS**, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

**WHEREAS**, the Ingham County Land Bank Fast Track Authority received title to the 6,920 square foot commercial two story building and adjacent lot at 934 Clark Street, Lansing, Michigan on July 9, 2009 through tax foreclosure; and

**WHEREAS**, the Ingham County Land Bank Fast Track Authority has received an offer to purchase the commercial property and vacant adjacent lot at 934 Clark Street, Lansing, Michigan for the sum of \$45,000.00; and

**WHEREAS**, the sale of this property will create several new employment opportunities and return the property to the tax roll; and

**WHEREAS**, the property has an estimated market value of \$69,000.00, and

**WHEREAS**, the Ingham County Land Bank Fast Track Authority has policies, procedures and administrative rules regarding the disposition of commercial property and all transfer for non-residential property must have board approval;

**THEREFORE BE IT RESOLVED**, that the Authority authorizes the Land Bank Chairman or Executive Director to accept the offer to purchase from RKH Investment, LLC for the sum of \$45,000.00 for the property at 934 Clark Street and adjacent lot, Lansing, Michigan parcel numbers 33-01-01-10-409-071 and 33-01-01-10-409-081.

Aye: Nay, Absent

## **PROPERTY PURCHASE AGREEMENT**

This Purchase Agreement (the “Agreement”) is entered into by and between the Ingham County Land Bank, a Michigan public authority (“Seller”), and RKH Investments, LLC, a Michigan limited liability company (“Purchaser”) (each a “Party” and collectively the “Parties”), upon the terms and conditions stated below.

### **RECITALS**

A. Seller is the owner of the real properties located at 934 Clark Street, Lansing, Michigan, Parcel ID numbers 33-01-01-10-409-071 and 33-01-01-10-409-081 (the “Premises”), along with the building and improvements thereon.

B. Subject to and in accordance with the terms and conditions of this Agreement, Seller has agreed to sell and Purchaser has agreed to purchase all of Seller’s interest in the Property (as defined below) (the “Purchase”).

### **TERMS**

NOW THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, the Seller and Purchaser agree as follows:

#### **ARTICLE 1 Certain Definitions**

1.1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Closing” shall mean the consummation of the Purchase in accordance with this Agreement.
- b. “Closing Date” shall mean any day within thirty (30) days after the expiration of the Due Diligence Period (as defined below) and the completion of the conditions to closing as stated in Section 2.3, which may be designated by Purchaser as the Closing Date for the sale of the Property by at least ten (10) business days’ prior written notice to Seller or, failing such notice, the first business day after the 29th day after the expiration of the Due Diligence Period and the completion of the conditions to closing as stated in Section 2.3.
- c. “Development Agreement” shall mean the agreement negotiated and entered into by the Parties in accordance with Section 5.1 below.
- d. “Effective Date” shall mean the date upon which a fully executed copy of this Agreement has been delivered to Purchaser.



- e. “Property” shall mean:
  - i. the Premises, together with all the rights and appurtenances pertaining to the Premises, and including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (collectively, the “Land”);
  - ii. all buildings and the other improvements on the Land (collectively, the “Improvements”); and
  - iii. the personal property and fixtures owned by Seller upon the Land or within the Improvements, including, specifically, without limitation, heating, ventilation and air conditioning systems and equipment, appliances, furniture, carpeting, draperies and curtains, tools and supplies, and other items of personal property (excluding cash) used in connection with the operation of such Land and Improvements (collectively, the “Personal Property,” regardless of whether such property constitutes personalty or fixtures pursuant to Michigan law).
- f. “Purchase Price” shall mean Forty Five Thousand Dollars (\$45,000.00), payable as set forth in Section 2.2 below.

**ARTICLE 2**  
**Purchase and Sale**

21. Agreement of Purchase and Sale. Seller agrees to sell and convey, and Purchaser agrees to purchase, upon the terms and conditions of this Agreement, the Property for the Purchase Price.

22. Payment of Purchase Price. The Purchase Price shall be payable at Closing as follows:

- a. Ten Thousand Dollars (\$10,000.00) of the Purchase Price shall be payable in cash or certified funds at Closing; and
- b. The remaining balance of the Purchase Price shall be payable pursuant to a promissory note from Purchaser to Seller (the “Promissory Note”) providing for the accrual of interest on the principal balance at a fixed rate of six percent (6.0%) per annum and the payment of the entire balance or principal and accrued interest within sixty (60) months of Purchaser’s receipt of the certificate(s) of occupancy in accordance with Section 5.1 a below. The Promissory note shall be secured by a mortgage on the Property in favor of Seller.

23. Contingencies. Purchaser’s obligation to purchase the Property is contingent upon the following:

- a. Purchaser’s satisfaction with and acceptance of the survey provided for in Section 3.2 below;
- b. Purchaser’s satisfaction with and acceptance of the condition of the Property after performance of the due diligence and inspections set forth in Sections 4.1 and 4.2 below;

- c. The successful negotiation and execution of the Development Agreement in accordance with Section 5.1 below; and
- d. Purchaser's ability to obtain acceptable financing for the redevelopment of the Property in accordance with the Development Agreement. This contingency shall be deemed waived if Purchaser does not terminate this Agreement for failure to obtain acceptable financing by notice to Seller within thirty (30) days of the expiration of the Due Diligence Period (as defined below).

### **ARTICLE 3**

#### **Title and Survey**

3.1. Condition of Title. Title to the Property shall be conveyed subject only to the following:

- a. Any zoning regulations or ordinances in effect on the Closing Date;
- b. Any conditions or other disclosures disclosed by the survey provided for in Section 3.2 below and not objected to by Purchaser in accordance with Section 3.3 below; and
- c. Any covenants, building restrictions, easements, or reservations in the chain of title, or of record, that do not affect the marketability of title and which are reasonably satisfactory to Purchaser.

3.2. Survey. Within sixty (60) days of the Effective Date, Seller shall, at its cost, deliver, or cause to be delivered, to Purchaser a boundary survey covering the Property, complying with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" currently established and adopted by ALTA and ACSM in 2005 (the "Survey"). The Survey shall show (a) all adjacent public streets and roadways, together with the center lines thereof, (b) the means of ingress and egress to and from the Property and all parking on the Property, (c) the exact location of all curb cuts, access roads, and entry points of all utilities to the Property from the point of connection to the public utilities, (d) the exact location of all Improvements on the Property, (e) the exact location of all recorded or visible easements on or servicing the Property, and (f) the exact location of all drainage and utility lines, connections, and other facilities on or servicing the Property. The surveyor shall be required to certify to Purchaser, Seller, and such other persons or entities as Purchaser may desire that (1) no portion of the Property lies within a federally designated flood plain, (2) there are no encroachments either onto or off of the Property, and (3) all Improvements are located within the property lines. If the surveyor is unable to certify any such items, the surveyor shall state this inability and indicate the reason.

3.3. Survey Review Period. Purchaser shall have thirty (30) days (the "Survey Review Period") after the receipt of the Survey to notify Seller, in writing, of any material objections (as determined in Purchaser's judgment reasonably exercised) which Purchaser may have to any matter contained in the Survey. The items contained in the Survey to which Purchaser does not object during the Survey Review Period shall be deemed permitted exceptions (the "Permitted Exceptions"). In the event Purchaser shall notify Seller of material objections to the Survey prior to the expiration of the Survey Review Period, Seller shall have ten (10) days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may (but shall not be required to) cure or remove each such objection, or obtain title insurance against such objectionable condition in a manner and amount acceptable to Purchaser.

If Seller fails either to cure or remove an objection or obtain such title insurance with respect to the Property to the reasonable satisfaction of Purchaser prior to the expiration of the Cure Period, Purchaser may either terminate this Agreement without liability or waive such objection and accept the condition of the Property as set forth in the Survey, without any reduction in the Purchase Price. Failure of Purchaser to send written notice of the exercise of the election available to it under this Section within ten (10) business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive its objections with respect to the Survey and to accept the condition of title as set forth in the Survey without reduction in the Purchase Price.

## **ARTICLE 4**

### **Environmental Due Diligence and Inspections of the Property**

4.1. Environmental Inspections and Reports. Commencing on the Effective Date and ending at 5:00 p.m. Eastern Standard Time on the ninetieth (90<sup>th</sup>) day following the Effective Date (the “Inspection Period”), Purchaser shall have the right to make the following environmental inspections and reviews of the Property and obtain reports concerning the same in a form that is consistent with applicable environmental regulations and customary procedures:

- a. A Phase I Environmental Site Assessment that is consistent with the American Society for Testing Materials (“ASTM”) E1527-05 standard for Phase I site assessments;
- b. If the Phase I Environmental Site Assessment reveals any “recognized environmental concerns” with respect to the Property, a Phase II Environmental Assessment;
- c. A Hazardous Building Material Survey that includes, but is not limited to, asbestos and lead based paint; and
- d. A mold assessment.

Seller agrees that the costs of the environmental inspections and reviews set forth in this Section 4.1 are expenses that are eligible for reimbursement under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”), and Seller further agrees to reimburse Purchaser for such expenses in accordance with Act 381.

4.2. Other Inspections. During the Inspection Period, Purchaser shall have the right to make any other physical inspection(s) of the Property that Purchaser chooses. Within twenty (20) days after the Effective Date, Seller shall deliver to Purchaser copies of any existing (a) environmental site assessments or reports, (b) mechanical and engineering reports, (c) soils reports, (d) structural or roofing inspection reports, (e) certificates of occupancy, (f) full and complete copies of all leases, agreements, and communications with tenants, (g) books and records for the Property, (h) plans and specifications pertaining to the Property if and to the extent available, (i) copies of all equipment and other personal property leases for any personal property used in conjunction with the Property and all contracts affecting or relating to the Property, and (j) any notices and other correspondence which have been received from insurance companies or governments with jurisdiction over the Property with regard to updates, repairs, building code violations, and pending government actions with respect to the Property, in Seller’s or its agent’s possession or control. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser’s inspection of the Property, and, notwithstanding anything to the contrary in this Agreement, such obligation to indemnify shall survive the Closing Date or

any termination of this Agreement.

43. Right of Termination. In the event Purchaser determines that it does not wish to proceed with the Purchase for any reason, Purchaser shall have the right, prior to the expiration of the Inspection Period or within ten (10) days of receipt of all inspections and reports required under Section 4.1, whichever is later (the “Due Diligence Period”), to terminate this Agreement by delivery of a written notice to Seller (the “Notice of Termination”). Upon timely delivery by Purchaser of the Notice of Termination, this Agreement shall terminate and neither party shall have any obligation to proceed with the Purchase. Purchaser agrees that if it terminates this Agreement as described in this Section, it shall, promptly upon delivering the Notice of Termination, deliver to Seller any documentary, correspondence, and similar materials received from Seller in accordance with this Article. In the absence of timely delivery of any such Notice of Termination, this Agreement shall continue in force and effect.

44. Baseline Environmental Assessment. Provided that this Agreement is not terminated in accordance with Section 4.3 above and that the Purchase proceeds to Closing, and in the event that a Phase II Environmental Site Assessment is conducted in accordance with Section 4.1 .b above and reveals that the Property is a “facility” as defined by Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, Purchaser shall have the right to perform and obtain a Baseline Environmental Assessment, in the name and for the benefit of Purchaser and in a form that is consistent with applicable environmental regulations and customary procedures. Seller agrees that the costs of the Baseline Environmental Assessment are expenses that are eligible for reimbursement under Act 381, and Seller further agrees to reimburse Purchaser for such expenses in accordance with Act 381.

## **ARTICLE 5 Development Agreement**

5.1. Development Agreement. Provided that this Agreement is not terminated in accordance with Section 4.3 above, within thirty (30) days after the expiration of the Due Diligence period, Purchaser and Seller shall in good faith negotiate and draft a mutually agreeable development agreement (the “Development Agreement”) for the development of the Property by Purchaser. Subject to reasonable and good faith negotiation by the Parties, the Development Agreement shall provide in pertinent part as follows:

- a. Purchaser shall redevelop the Property for commercial office or remote business, use(s), with commercial or remote business office space on the first and second floors. The Purchaser will obtain certificate(s) of occupancy of the primary structure within twelve (12) months of Closing;
- b. Seller shall be responsible for all costs of redevelopment that are eligible for reimbursement under Act 381 and shall be entitled to receive all reimbursements under said programs; and
- c. Seller shall agree to subordinate the mortgage for the Property in its favor provided for in Section 2.2.b above to the mortgage of any lender providing construction financing to Purchaser for the redevelopment of the Property in accordance with the Development Agreement.

## **ARTICLE 6 Closing**

6.1. Time and Place. The Closing shall be held at the offices of Clark Hill PLC, located at 212 E. Grand River Ave., Lansing, Michigan, or at such other place as Seller and Purchaser may agree, at 3:00 p.m. on the Closing Date. At the Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Sections 6.2 and 6.3, the performance of which obligations shall be concurrent conditions.

6.2. Seller's Obligations at Closing. At Closing, Seller shall:

- a. assign, convey, transfer and set over unto Purchaser, and/or such other persons and entities as may be designated by Purchaser in accordance with Section 11.1, all of Seller's right, title and interest in the Property by Warranty Deed;
- b. join with Purchaser in the execution of a closing statement (the "Closing Statement");
- c. pay the full amount of any tax which has been billed or assessment which is a lien against the Property as of the Closing Date;
- d. deliver to Purchaser (i) all permits and licenses in Seller's possession for the operation of the Property, or any part of the Property and (ii) to the extent available, certificates of occupancy for the Property, which certificates of occupancy may be either permanent certificates of occupancy or temporary or conditional certificates of occupancy requiring the satisfaction of conditions;
- e. deliver to Purchaser copies of all books and records and original leases and plans and specifications pertaining to the Property;
- f. deliver to Purchaser all available keys in Seller's possession with respect to the Property;
- g. deliver to Purchaser executed copies of appropriate resolutions of Seller and/or any other governmental entity or body whose authorization is required to effectuate the Purchase evidencing Seller's consent to and authorization for the Purchase and the Development Agreement;
- h. provide for the discharge of any and all mortgages, liens, and other encumbrances on the Property, except those easements, rights-of-way, and other restrictions shown on the Survey to which there has been no objection from Purchaser; and
- i. execute and deliver to Purchaser the Development Agreement; and
- j. deliver to Purchaser such other documents and instruments as may be customary or reasonably requested by Purchaser to reflect and effectuate the Purchase.

6.3. Purchaser's Obligations at Closing. At Closing, Purchaser, and/or such other persons and entities as may be designated by Purchaser in accordance with Section 11.1, shall:

- a. pay to Seller the Purchase Price as provided above;
- b. execute and deliver to Seller the Promissory Note and mortgage provided in

Section 2.2.b above:

- c. execute and deliver to Seller the Development Agreement; and
- d. join with Seller in the execution of such documents as may be customary or reasonably requested by Seller to reflect and effectuate the Purchase.

64. Credits and Prorations. The following items shall be apportioned between Seller and Purchaser as of 12:01 a.m. Eastern Standard Time, on the Closing Date, as if Purchaser was vested with title to the Property on the Closing Date, and the net amount shall be settled as provided below:

- a. Real and Personal Property Taxes. Real and personal property taxes assessed on the Property shall be prorated between the Parties with respect to the calendar year of Closing, based on the tax bills issued during such calendar year, such proration being computed on the assumption that the real and personal property taxes identified in such bills relate to the calendar year of Closing (e.g., the Winter and Summer tax bills) and accrued ratably throughout such year. In the event the tax bills are not available by the Closing Date, the Parties shall use the amount of the last such bills issued.
- b. Special Assessments. Special assessments which have become liens against the Property shall be the obligation of Seller.
- c. Other Expenses. Except as otherwise set forth in this Agreement or the Development Agreement, all other expenses relating to the ownership and operation of the Property shall be apportioned between the Parties such that Seller shall be deemed to have been obligated for all expenses relating to the period prior to Closing and Purchaser shall be obligated for all expenses relating to the period on or after Closing. "Expenses" shall be deemed to include, but shall not be limited to, the following:
  - i. payments under contracts for services, operations, maintenance, and security for the Property;
  - ii. gas, electricity, and other utility charges, on the basis of the most recent meter readings occurring prior to Closing; and
  - iii. water and sewer charges.

65. Closing Costs. At Closing, Seller shall pay (a) the fees of any counsel, financial adviser, or broker representing Seller in connection with the Purchase, (b) any transfer tax, documentary stamp tax, or similar tax which becomes payable by reason of the transfer of the Property, (c) the fees and expenses for the Survey, if not previously paid, (d) the fees and expenses for the inspections and reports provided for in Section 4.1 above, if not previously paid, and (e) all recording and filing fees for the removal of any clouds upon or encumbrances to title which are required to be removed due to Purchaser's objections. Purchaser shall pay (1) all recording and filings fees for transfer of the Property, (2) the fees of any counsel, financial adviser, or broker representing Purchaser in connection with the Purchase, and (3) the fees for all third party consulting or due diligence work contracted for by Purchaser in accordance with Section 4.2 above, if not previously paid. All other costs and expenses incident to the Purchase and the Closing shall be paid by the Party incurring them. The obligations of the Parties to pay the amounts

stated above shall survive the Closing such that if any amounts to be paid become known following the Closing, the responsible Party shall pay the required amounts promptly upon being informed of the amount owing.

6.6. Conditions to Closing. Each Party's obligation to proceed to and complete the Closing shall be subject to the conditions provided below:

- a. In addition to the conditions set forth elsewhere in this Agreement, the obligation of Purchaser to close the Purchase is subject to the completion of the following conditions:
  - i. all of the representations, warranties, and covenants of Seller as provided in Article 7 are true and correct and remain true and correct as of the Closing Date; and
  - ii. all objections of Purchaser with regard to the Survey or from its inspections which Seller has agreed to cure have been cured as required.
- b. The obligation of Seller to close the Purchase is subject to the completion of the condition that all of the representations and warranties of Purchaser as provided in Article 7 are true and correct and remain true and correct as of the Closing Date.

## **ARTICLE 7**

### **Representations, Warranties, and Covenants**

7.1. Representations, Warranties, and Covenants of Seller. Purchaser acknowledges that it is purchasing the Property and accepting it in its "as is, where is" condition based upon its own inspection as to the Property, without representation or warranty on the part of Seller, except as specifically set forth in this Section 7.1. Notwithstanding the foregoing, as to the Property, as applicable, Seller represents and warrants to, and covenants with, Purchaser the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date, subject to changes arising in the ordinary course of business or permitted under this Agreement, provided that Purchaser shall be notified of the same, and shall survive the consummation of the Purchase for a period of twelve (12) months after the Closing, and upon each of which Purchaser does and shall continue to rely:

- a. Seller is the fee title owner of the Property;
- b. To the knowledge of Seller, there are no unrecorded or undisclosed legal or equitable interests in the Property owned or claimed by any party other than Seller;
- c. To the knowledge of Seller, there is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property, and further, Seller knows of no proposed assessments or any public improvements affecting the Property which have been ordered to be made and/or which have not been completed, assessed, and paid for as of the Effective Date;
- d. Seller has received no notice of, and has no knowledge of, any existing or

threatened condemnation, eminent domain proceeding, or any action of a similar kind or any change, redefinition, or other modification of the zoning classification which would affect the Property;

- e. To the knowledge of Seller, there is no lease, occupancy agreement or any right whatsoever in any party to occupy the Property, or any part of the Property;
- f. To the knowledge of Seller (i) there are no existing violations of any law, building code, zoning ordinance, license, or building rule or regulation affecting the Property in any material respect and (ii) the Property is in compliance with all zoning ordinances, parking requirements, side front and back yard requirements, and height restrictions, or has obtained waivers or variances with respect to such ordinances, requirements, or restrictions;
- g. To the knowledge of Seller, there are no contracts for any services or employment or other commitments or obligations related to the Property that would bind Purchaser following the Closing;
- h. Seller is the owner of all Personal Property, subject to no liens, security interests, or encumbrances whatsoever, except liens for taxes not yet due and payable;
- i. To the knowledge of Seller, and except as otherwise disclosed in the report(s) delivered to Purchaser in accordance with Section 4.1 above: (i) while Seller owned or operated the Property, the Property was not used for the purpose of the disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing, or transporting any hazardous or toxic waste or substance, as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901, et seq., as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., as amended, the Superfund Amendments and Reauthorization Act, Public Law 99-499, or the Michigan Natural Resources and Environmental Protection Act (MCL 324.20101 et seq.), including, but not limited to, mono- and poly-chlorinated biphenyls, asbestos-containing materials and petroleum and petroleum products and Seller's constituents; and (ii) no such materials are located on the Property;
- j. At or prior to the Closing, Seller shall use reasonable efforts to promptly notify Purchaser of any material change in any condition which comes to Seller's attention with respect to the Property or of any event or circumstance which makes any representation or warranty to Purchaser under this Agreement untrue or misleading, or any covenant of Seller under this Agreement incapable or less likely of being performed;
- k. The Property is free and clear of all liens, pledges, encumbrances and security agreements except those which are to be assumed or accepted under this Agreement.

Notwithstanding anything contained in this Section 7.1 to the contrary, if Purchaser discovers any material breach of or material errors or omissions in Seller's representations or warranties at any time prior to the Closing, Purchaser's sole remedy shall be to cancel and terminate this Agreement by notice to



Seller upon the later of the end of the Due Diligence Period or five (5) business days after discovering such breach of representation or warranty or to complete the purchase of the Property as provided without reduction of the purchase price and without damages or other remedy against Seller. If Purchaser discovers a material breach of, or material errors or omissions in, any representation or warranty subsequent to its acquisition of the Property within the twelve (12) month period following Closing, Purchaser shall have such remedies as are allowed under Michigan law.

72. Definition of “Knowledge” of Seller. Wherever the word “knowledge” or any derivation is used with regard to any representation or warranty made by Seller, it shall mean the current actual knowledge of Seller, and the actual knowledge of any person who, from to time, may occupy positions with Seller.

73. Representations, Warranties, and Covenants of Purchaser. Purchaser represents and warrants to, and covenants with Seller, the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date and shall survive the consummation of the Purchase for a period of twelve (12) months after the Closing, and upon each of which Seller does and shall continue to rely:

- a. Purchaser is a duly organized and validly existing Michigan limited liability company;
- b. Purchaser has the full right, power, and authority to purchase the Property as provided in this Agreement and to carry out Purchaser’s obligations under this Agreement;
- c. All requisite actions necessary to authorize Purchaser to enter into this Agreement and the remaining agreements provided for and to carry out its obligations have been, or by the Closing Date will have been, taken;
- d. All documents and agreements executed and delivered by Purchaser in connection with the Purchase shall be binding upon, and enforceable against, Purchaser; and
- e. As used in this Section 7.3, the representations and warranties made by and/or with respect to Purchaser under this Section 7.3 shall be deemed to be made by and/or shall be applicable to any assignee of Purchaser’s rights, duties and obligations under this Agreement pursuant to Section 11.1.

## **ARTICLE 8**

### **Default**

81. Default by Purchaser. In the event that Purchaser fails to consummate the Purchase for any reason not permitted by this Agreement, except Seller’s default, Seller shall be entitled, as Seller’s sole remedy, to terminate this Agreement and receive One Thousand Dollars (\$1,000.00) as liquidated damages for the breach of this Agreement; it being agreed between the Parties that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the liquidated damages provided for herein is a reasonable estimate; it being understood and agreed that the receipt of the liquidated damages shall be the sole amount received by Seller for damages and in no event shall Seller be entitled to any other damages in respect of Purchaser’s default.

82. Default by Seller. In the event that Seller shall fail to consummate the Purchase for any reason, except Purchaser's default, Purchaser shall be entitled (a) to terminate this Agreement as to the Property and release Seller from any and all liability under this Agreement, except that Purchaser shall be entitled to recover all costs and expenses which it has incurred in negotiating for the transaction, including all due diligence costs and expenses for appraisals, surveys, title insurance, inspection trips, staff reviews, its attorney fees in preparing and negotiating the documents for the transaction, and the legal and accounting costs incurred to raise the funds necessary for the transaction, and the attorney fees and any other costs of enforcing the collection of those amounts, or (b) to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Purchaser and recover damages in the amount of Purchaser's attorney fees and other costs of enforcement.

83. Notice of Default. In the event either Party shall claim that the other Party is in default under this Agreement, it shall give notice to the other Party of such claimed default upon the earlier of ten (10) business days after learning of such default or ten (10) days prior to the Closing. The defaulting Party shall have ten (10) days after receipt of notice of the claimed default to either cure same or, by notice to the other Party, dispute the claimed default. If Seller elects to cure the default, Seller shall have thirty (30) days to do so and, if necessary, Closing shall be deferred until the default is cured.

## **ARTICLE 9**

### **Risk of Loss**

91. Major Damage. In the event of a "major" loss or damage to the Property after the Effective Date but prior to the Closing, Purchaser may terminate this Agreement without liability. For purposes of this Section, "major" loss or damage refers to the following: (a) loss or damage to the Property, or any portion of the Property, such that the cost of repairing or restoring the Property to a condition substantially identical to that of the Property prior to the event of damage would be, in the certified opinion of a mutually acceptable architect or contractor, equal to or greater than Ten Thousand Dollars (\$10,000.00); or (b) any loss due to a condemnation which permanently and materially impairs the current or intended use of the Property.

## **ARTICLE 10**

### **Broker Fees and Commissions**

10.1. Advisory Fees/Commissions. Seller agrees to pay any commissions due to the listing agent for the Property in accordance with the listing agreement for the agent's services in assisting in the sale of the Property. Except as stated above, each Party agrees that should any claim be made for financial advisory fees, brokerage commissions, or finder's fees by any advisor, broker, or finder by, through, or on account of any acts of said Party or its representatives, that Party will hold the other Party free and harmless from and against any and all related loss, liability, cost, damage, and expense. The provisions of this Section 10.1 shall survive the Closing.

## **ARTICLE 11**

### **Miscellaneous**

11.1. Assignment. Purchaser may not assign its rights, duties, and obligations under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's reasonable discretion.

11.2. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States registered or certified

mail, return receipt requested, postage prepaid, or (d) facsimile transmission (provided that the receipt of such facsimile transmission is confirmed), sent to the intended addressee at the address(es) set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Section 11.2, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this Section 11.2, or, in the case of facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to Seller: Mary Ruttan, Executive Director  
Ingham County Land Bank  
422 Adams Street  
Lansing, MI 48906  
Fax: 517.267.5224

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Purchaser: Ryan J. Kincaid, Member  
RKH Investments, LLC  
1151 Michigan Ave., Suite 105  
East Lansing, MI 48823  
Fax: 517.203.0094

With a copy to: Aaron O. Matthews  
Clark Hill PLC  
212 E. Grand River Ave.  
Lansing, MI 48906  
Fax: 517.318.3071

11.3. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification, or discharge is sought.

11.4. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday.

11.5. Time of Essence. Seller and Purchaser agree that time is of the essence of this Agreement.

11.6. Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the Parties.

11.7. Entire Agreement. This Agreement, including any exhibits referenced herein and

attached hereto, contains the entire agreement between the Parties pertaining to the Purchase and fully supersedes all prior agreements and understandings between the Parties pertaining to the Purchase.

11.8. Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other actions, whether prior or subsequent to the Closing, as may be reasonably requested by any other Party to consummate more effectively the Purchase.

11.9. Attorney's Fees. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the Purchase, the prevailing Party shall be entitled to recover from the nonprevailing Party all of its reasonable expenses, including reasonable attorney's fees.

11.10. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

11.11. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining of this Agreement shall nonetheless remain in full force and effect.

11.12. Applicable Law. This Agreement shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Ingham County, Michigan.

11.13. No Third Party Beneficiary. The provisions of this Agreement and the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

11.14. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection.

11.15. Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments.

11.16. Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated to survive the termination of this Agreement.

The Parties have signed this Purchase Agreement to be effective as of the Effective Date.

PURCHASER:

**RKH INVESTMENTS, LLC**

Dated: \_\_\_\_\_ By: /s/ \_\_\_\_\_

Name: Ryan J. Kincaid

**ks** Member

SELLER

**INGHAM COUNTY LAND BANK**

Dated: \_\_\_\_\_ By: /s/ \_\_\_\_\_

Name: \_\_\_\_\_

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



Kimberly Whitfield  
NSP2 Acquisition/Marketing Coordinator

Agenda Item 3b

## NSP2 Update

5/10/2010

Mary and Kimberly met with George Landolt and 4 other Loan Officers at Capitol National Bank (CNB). During the meeting Mary high-lighted the NSP2 purchasing criteria.

Referrals from Kelly Miller of Capitol Bancorp

Set Closings for 1205 & 1209 W. Saginaw

Closing 6/14/2010 at 2:00 p.m.

(will show-up on our 6/20/2010 OPAL reporting)

Referrals from George Landolt - CNB

**Ordered Appraisals & SHPO's for:**

1326 Chestnut

1511 Lyons

1620 S. Cedar

Structure Inspection conducted 5/12/2010 (CNB Referrals from George Landolt)

300/302 S. Holmes St.

304/306 S. Holmes St.

312/314 S. Holmes St.

435 N. Magnolia Ave.

705 N. Pennsylvania

1306 W. Allegan St.

1128 W. Ionia St.

1326 N. Chestnut St.

729 N. Pine St.

816 N. Pine St.

805 Chicago Ave.

816 Chicago Ave.

109 W. Grand River Ave.

418 Pleasant St.

Structure Inspection conducted 5/14/2010

(Referrals from 4/2010 Tax Foreclosure List)

1620 S. Cedar St.

804 Bement

127 Isbell

1511 Lyons

1441 Linwood

Kimberly Whitfield  
NSP2 Acquisition/Marketing Coordinator

Spoke to the following Realtors regarding NSP2 Leads:

Chris Wretschko    Gateway to Homes  
Wendy Mackey      Coldwell Banker Hubbell Briarwood  
James Pyle         Lana Wagner & Company

Vince Villegas     Coldwell Banker Hubbell Briarwood  
(more specifically to look at 824 Middle St. – Lansing, MI 48915

Relocating NSP2 Staff

Oakland Center

809 Center St. - Lansing, MI 48906

Note: Mary signed the lease

Joe and Kimberly will tour the Annex for office furniture

NSP2 Interview Update:

Mary, Kimberly and Dorothy conducted interviews on 5/13, 5/14 & 6/1 for the following positions:

Administrative Assistant (2 openings)

Construction & Rehabilitation Coordinator

Interviewing 4 Administrative candidates on 6/4/2010

Recently placed an ad in the LSJ for the Construction & Rehabilitation Coordinator position.

**Note: Marty LeJeune accepted the Construction & Rehabilitation Specialist position. Marty will be a great asset to the NSP2 team!!!**



### EXHIBIT E - Production Goals and NSP2 Eligible Use Budget

LANSING		Total Units	Average Subsidy / Unit	Total Amount
<b>Use B - Acquire &amp; Rehab Foreclosed Units</b>				
Acquisition	90	\$25,000	\$2,250,000	
Rehab & Preserve (i.e., Rehabilitation or Reconstruction of Foreclosed or Abandoned Property)	90	\$75,200	\$6,768,000	
Housing Counseling	54	\$1,500	\$81,000	
Homebuyer Assistance	54	\$23,804	\$1,285,440	
<b>TOTAL:</b>	<b>90</b>	<b>\$115,383</b>	<b>\$10,384,440</b>	
<b>Use C - Land Banking of Foreclosed Units</b>				
Acquisition	230	\$12,098	\$2,782,500	
Disposition	230	\$10,279	\$2,364,285	
<b>TOTAL:</b>	<b>230</b>	<b>\$22,377</b>	<b>\$5,146,785</b>	
<b>Use D - Demolition of Blighted Properties</b>				
Demolition	165	\$9,227	\$1,522,500	
<b>TOTAL:</b>	<b>165</b>	<b>\$9,227</b>	<b>\$1,522,500</b>	
<b>Use E - Redevelopment of Vacant and/or Blighted Properties</b>				
Acquisition	3	\$5,000	\$15,000	
Rehab & Preserve (i.e., New Construction or Rehabilitation of Vacant Property)	3	\$75,000	\$225,000	
Housing Counseling	3	\$1,500	\$4,500	
Homebuyer Assistance	3	\$23,804	\$71,413	
<b>TOTAL:</b>	<b>3</b>	<b>\$105,304</b>	<b>\$315,913</b>	

**TOTAL PRODUCTION AMOUNT:** \$17,369,638

LANSING		Distribution of Allocation		Land Bank
Units	Percent	Units	Percent	Percent
0	0%	90	100%	100%
45	50%	45	50%	100%
54	100%	0	0%	100%
54	100%	0	0%	100%
		\$4,750,440		\$5,634,000
0	0%	230	100%	100%
0	0%	230	100%	100%
		\$0		\$5,146,785
0	0%	165	100%	100%
		\$0		\$1,522,500
0	0%	3	100%	100%
3	100%	0	0%	100%
3	100%	0	0%	100%
		\$300,913		\$15,000

**TOTAL PRODUCTION AMOUNT:** \$5,051,353

LANSING Units of NSP2 Production	
Total Units Acquired:	323
Total Units Rehabbed:	90
Total Units Redeveloped:	3
Total Units Demolished:	140
Total Units Deconstructed:	25
Total Homebuyers Assisted:	57
Total Renters Assisted:	36
NSP Households Assisted:	93
Total Parcels Land Banked:	230
Total Blighted or Sub-Standard Units Improved:	258

LANSING		
Local Consortium PRODUCTION Allocation	\$5,051,353	29%
Land Bank Allocation	\$12,318,285	71%
<b>TOTAL PRODUCTION:</b>	<b>\$17,369,638</b>	

Local Consortium ADMINISTRATION Allocation		
Allocation	Total %	Local %
City Allocation	\$554,370	29%
Land Bank Allocation	\$410,609	21%
MSHDA	\$964,980	50%
<b>TOTAL ADMINISTRATION</b>	<b>\$1,929,960</b>	

Local Consortium TOTAL Allocation			
	Production	Admin	Total
City	\$5,051,353	\$554,370	\$5,605,724
Land Bank	\$12,318,285	\$410,609	\$12,728,894
MSHDA	\$0	\$964,980	\$964,980
<b>TOTAL AWARD</b>	<b>\$17,369,638</b>	<b>\$1,929,960</b>	<b>\$19,299,598</b>

25% LOW-INCOME SET-ASIDE ALLOCATION & PRODUCTION GOALS	
NSP Funds for Eligible Uses	\$17,369,638
Max Allowable NSP ADMIN Funds	\$1,929,960
<b>TOTAL:</b>	<b>\$19,299,598</b>
National Objective #1: Low, Mod- and Middle-Income / Areas	\$14,474,699
National Objective #2: 25% NSP Set-aside for Buyers & Renters earning less than 50%AMI	\$4,824,900
Average Subsidy for Home Purchase	\$0
Average Subsidy for Rental / Lease Purchase	\$4,968,000
<b>TOTAL:</b>	<b>\$4,968,000</b>

PROPERTY UPDATE  
JANUARY – MAY 2010

Current Renovations- Land Bank Funded

1135 Westmoreland  
2217 Teel  
100 Bohnet  
116 W. North  
542 Denver  
6315 Beechfield  
6327 Cooper  
813 Sims  
1421 Corbett  
3326 Aurelius  
818 N. Fairview (OCOF)  
115 E. Mason (OCOF)  
3325 W. Holmes (OCOF)

Current Renovations- NSP1 Funded

3118 Risdale  
3201 Risdale  
5217 Renee  
5234 Lark Circle  
816 N. Walnut  
4000 Stillwell  
4321 Stillwell  
1205 E. Main  
2201 W. Main  
1031 Queen  
3205 Ronald  
4123 Balmoral  
1215 W. Ottawa  
1201 Dakin  
516 W. Grand River

Current Renovations-Home Funded

2029 Hillcrest  
3620 Berwick

Current Renovations-Youth Build

540 Paris  
542 Emily

### Commerical Property

1146 S. Washington – Counter offer of \$160,000 accepted. Project development agreement scheduled to begin.

934 Clark- Proposed development project under discussion

1300 Keystone- Sale to close in June for \$300,000

112 E. Main Deluxe Inn – Environmental Assessments have been completed. Initial remediation and demolition process started

3411 E. Michigan – Development agreement discussion.

124&140 E.Ash Mason (Shopping Guide) Proposed Development project under discussion with MSHDA and the Ingham County Housing Commission

### Property Sales

1719 Robertson Sale Price 4,700 sold to Habitat

1039 N. Chestnut Sale Price 110,000

No Street Frontage Sale Price 600 side lot

Mahlon Street Sale Price 1,000 side lot

226 Horton Sale Price 6,398 sold to Habitat

1017 S. Holmes Sale Price 44,900

100 Bohnet Sale Price 89,900

6315 Beechfield Sale Price 43,000

2217 Teel Sale Price 65,000

1125 N. Chestnut Sale Price 77,900

Creole Way Sale Price 18,000. New owner approved for a \$300,000 construction loan. Moving from Eaton County to Ingham. Will build within 12 months, previous home destroyed by fire.

### Property Sale – Pending

5907 Joshua Sale Price 75,000

### Property Transfers – FEMA Deeds to City of Lansing

210 W. Willow

N. Washington Ave

S. Magnolia (500 Blk)

536 Magnolia

S. Hayford

S. Foster

516 S. Francis

S. Francis (600 Blk)

Beulah

Demolitions- Completed

1345 Emerson  
903 N. Pine  
1132 Farrand (Fire)  
725 E. Park Terrace  
908 May  
813 Johnson  
606 Leslie  
515 Ruilson  
608 Baker  
1005 Shepard  
1437 Pontiac  
1617 Bailey  
4529 Pleasant Grove  
1124 Reo  
1315 W. Lenawee  
1114 S. Holmes  
1036 McCullough  
839 E. Saginaw  
530 Mifflin  
222 S. MLK (deconstruction)  
735 Princeton

Agenda Item 3e

TRAINING @ 735 PRINCETON

Saturday 5/1 Advance hose lines into structure. Try new hose lay. Sunday 5/2 Off day

Monday 5/3 Advance hose lines into structure. Try new hose lay. Overhaul practice.  
Interior door removal.

Tuesday 5/4 Advance hose lines into structure. Try new hose lay. Overhaul practice.  
Interior door removal.

Wednesday 5/5 Search, VES

Thursday 5/6 Search, VES

Friday 5/7 Tech, training from #8

Saturday 5/8 Tech. training from #8

Sunday 5/9 Off day

Monday 5/10 Ventilation, cutting holes in roof, floor, etc.

Tuesday 5/11 Ventilation, cutting holes in roof, floor, etc.

Agenda Item 3g

Ingham County Land Bank  
Project Activity/Business Plan

Land Bank 2010

- 20 Renovations
- 2 New Constructions
- 20 Demolitions/Deconstructions
- 1 Commercial Demolition
- 20 Home Sales
- 3 Commercial Sales

NSP1 2010-2011

- 15 Renovations-OCOF
- 10 Renovations-Resale
- 60 Demolitions
- 2 New Constructions

NSP2 2010-2013

- 90 Renovations
- 165 Demolitions/Deconstructions
- 3 New Constructions

Home Funding 2010

- 3 Renovations

## Accounts Payable April 2010

Agenda 4a

Check Date	Bank/Check #	Name	Amount
4/1/2010	GEN 4145	CITIZENS BANK	9,218.28
4/5/2010	GEN 4146	CONSUMERS ENERGY	559.13
4/5/2010	GEN 4147	CONSUMERS ENERGY	2,234.76
4/5/2010	GEN 4148	BOARD OF WATER & LIGHT	816.07
4/5/2010	GEN 4149	BOARD OF WATER & LIGHT	397.76
4/5/2010	GEN 4150	BOARD OF WATER & LIGHT	143.17
4/5/2010	GEN 4151	TERMINIX	241.00
4/5/2010	GEN 4152	HSBC BUSINESS SOLUTIONS	132.68
4/5/2010	GEN 4153	AT & T	221.02
4/5/2010	GEN 4154	COMCAST	59.95
4/5/2010	GEN 4155	SPRINT	99.98
4/5/2010	GEN 4156	GANNETT MICHIGAN NEWSPAPERS	412.67
4/5/2010	GEN 4157	COHL, STOKER, TOSKEY & MCGLINCHEY	1,768.65
4/5/2010	GEN 4158	PAM BLAIR	60.00
4/5/2010	GEN 4159	SUPREME RENTAL INC	532.95
4/5/2010	GEN 4160	DON PLANTZ CONCRETE	725.00
4/5/2010	GEN 4161	CRAWFORD DOOR COMPANY	960.00
4/5/2010	GEN 4162	THE LENAWEE COMPANY	863.70
4/5/2010	GEN 4163	METRO PAINTING	122.50
4/5/2010	GEN 4164	VAN DYKE CLEANERS	125.00
4/5/2010	GEN 4165	BROOKSIDE INTERIORS LLC	210.00
4/5/2010	GEN 4166	BACH ELECTRIC	450.00
4/5/2010	GEN 4167	GLASS BLOCK AND MORE	408.00
4/5/2010	GEN 4168	WEATHERWISE FOAM INSULATION	5,332.00
4/5/2010	GEN 4169	D MARTIN WELDING & FAB LLC	550.00
4/5/2010	GEN 4170	AMO INSPECTIONS & APPRAISALS	2,196.00
4/5/2010	GEN 4171	THERMAL INSPECTION SERVICES LLC	1,200.00
4/5/2010	GEN 4172	MICHIGAN PLUMBING	261.00
4/5/2010	GEN 4173	OETZEL-HARTMAN GROUP	600.00
4/5/2010	GEN 4174	DRAKE'S INSULATION, INC	468.40
4/5/2010	GEN 4175	WES STEFFEN PLUMBING	7,585.00
4/5/2010	GEN 4176	TONY'S PAINTING	1,200.00
4/5/2010	GEN 4177	J & M HAULING	3,750.00
4/5/2010	GEN 4178	HOLT ELECTRIC & SON	2,300.00
4/5/2010	GEN 4179	STANLEY BUILDERS & CUSTOM HOMES	1,550.00
4/5/2010	GEN 4180	DISCOUNT CARPET WAREHOUSE	2,004.14
4/5/2010	GEN 4181	MARES FLOOR REFINISHING	1,348.00
4/5/2010	GEN 4182	SHIVELY CONSTRUCTION LLC	2,050.00
4/5/2010	GEN 4183	GYP SUM SUPPLY CENTRAL	510.61
4/5/2010	GEN 4184	UNIVERSITY OF MASSACHUSETTS	221.00
4/5/2010	GEN 4185	MGA CAC	375.00
4/5/2010	GEN 4186	MAIN STREET SEED AND SUPPLY	290.39
4/5/2010	GEN 4187	THE SHERWIN-WILLIAMS CO.	421.42
4/5/2010	GEN 4188	KEHREN CONSTRUCTION, LLC	6,654.00
4/5/2010	GEN 4189	MARK'S LOCK SHOP INC	80.50
4/5/2010	GEN 4190	MPC CASH-WAY LUMBER	760.64
4/5/2010	GEN 4191	ETC	1,700.00
4/5/2010	GEN 4192	EIKENHOUT, INC.	1,399.89

4/5/2010	GEN 4193	PAUL HICKNER	200.00
4/5/2010	GEN 4194	DBI BUSINESS INTERIORS	102.50
4/5/2010	GEN 4195	ROOTER EXPRESS	1,480.00
4/5/2010	GEN 4196	OCE IMAGISTICS, INC	172.90
4/5/2010	GEN 4197	MOLENAAR & ASSOCIATES, INC	300.00
4/5/2010	GEN 4198	RIZZI DESIGNS	517.25
4/5/2010	GEN 4199	ABOOD APPRAISAL COMPANY	400.00
4/5/2010	GEN 4200	MICHIGAN ASSOCIATION OF LAND BANK	500.00
4/5/2010	GEN 4201	LANSING AREA SAFETY COUNCIL	80.00
4/5/2010	GEN 4202	GLOBAL ENVIRONMENTAL ENGINEERIN	362.50
4/5/2010	GEN 4203	MOW MASTER	1,632.00
4/5/2010	GEN 4204	INGHAM COUNTY TREASURER	12,014.32
4/5/2010	GEN 4205	INGHAM COUNTY HEALTH DEPARTMENT	1,592.00
4/5/2010	GEN 4206	MARY RUTTAN	3,600.00
4/5/2010	GEN 4207	LINDA SCHONBERG	4,665.36
4/12/2010	GEN 4208	ERIC SCHERTZING	353.88
4/12/2010	GEN 4209	STEPHANIE VAN DYKE	125.00
4/14/2010	GEN 4210	CAPITAL FUND TITLE SERVICES, LLC	4,517.20
4/19/2010	GEN 4211	CONSUMERS ENERGY	504.75
4/19/2010	GEN 4212	BOARD OF WATER & LIGHT	636.06
4/19/2010	GEN 4213	BOARD OF WATER & LIGHT	387.27
4/19/2010	GEN 4214	BOARD OF WATER & LIGHT	188.97
4/19/2010	GEN 4215	HSBC BUSINESS SOLUTIONS	591.59
4/19/2010	GEN 4216	SPRINT	235.85
4/19/2010	GEN 4217	HOME DEPOT CREDIT SERVICES	996.65
4/19/2010	GEN 4218	COMCAST	59.95
4/19/2010	GEN 4219	AT & T	221.54
4/19/2010	GEN 4220	FAIRFIELD PLACE CONDOMINIUM ASSOC	180.00
4/19/2010	GEN 4221	CRISTO REY COMMUNITY CENTER	286.18
4/19/2010	GEN 4222	EDEN GLEN CONDO ASSOCIATION	2,805.00
4/19/2010	GEN 4223	DBI BUSINESS INTERIORS	301.40
4/19/2010	GEN 4224	C&S CONSTRUCTION	3,510.00
4/19/2010	GEN 4225	HOLT ELECTRIC & SON	1,500.00
4/19/2010	GEN 4226	SCHUMACHER'S FOUR SEASONS	1,630.00
4/19/2010	GEN 4227	SHIVELY CONSTRUCTION LLC	1,112.50
4/19/2010	GEN 4228	LJR REMOVAL	1,425.00
4/19/2010	GEN 4229	MARES FLOOR REFINISHING	678.00
4/19/2010	GEN 4230	WES STEFFEN PLUMBING	7,730.00
4/19/2010	GEN 4231	DRAKE'S INSULATION, INC	1,481.00
4/19/2010	GEN 4232	MARK'S LOCK SHOP INC	798.00
4/19/2010	GEN 4233	DISCOUNT ONE HOUR SIGNS, INC	20.00
4/19/2010	GEN 4234	OETZEL-HARTMAN GROUP	600.00
4/19/2010	GEN 4235	SCOTT FREDRICKSON CONSTRUCTION	33,892.50
4/19/2010	GEN 4236	DON PLANTZ CONCRETE	1,280.00
4/19/2010	GEN 4237	SC SERVICES ENVIRONMENTAL	2,489.00
4/19/2010	GEN 4238	ETC	830.00
4/19/2010	GEN 4239	THERMAL INSPECTION SERVICES LLC	1,200.00
4/19/2010	GEN 4240	DICK CORTRIGHT	4,725.00
4/19/2010	GEN 4241	MINT CITY DEMOLITION, LLC	5,900.00
4/19/2010	GEN 4242	TONY'S PAINTING	1,550.00
4/19/2010	GEN 4243	DOTY MECHANICAL	84.00
4/19/2010	GEN 4244	J & M HAULING	525.00
4/19/2010	GEN 4245	STANLEY BUILDERS & CUSTOM HOMES	2,350.00
4/19/2010	GEN 4246	MERIDIAN APPRAISAL SERVICES	2,250.00
4/19/2010	GEN 4247	PAUL DAVIS RESTORATION	441.11



4/19/2010	GEN 4248	MPC CASH-WAY LUMBER	2,284.56
4/19/2010	GEN 4249	VET'S ACE HARDWARE	35.42
4/19/2010	GEN 4250	HAZEN LUMBER, INC.	22,567.39
4/19/2010	GEN 4251	RBK BUILDING MATERIALS	246.00
4/19/2010	GEN 4252	CINDY LOUNDS	100.00
4/19/2010	GEN 4253	HAMMOND FARMS LANDSCAPE SUPPLY	1,270.50
4/19/2010	GEN 4254	EUGENE TOWNSEND, BUILDER	12,038.17
4/19/2010	GEN 4255	STATE OF MICHIGAN	20.00
4/19/2010	GEN 4256	JENNIFER M RIGTERINK	300.00
4/19/2010	GEN 4257	ARTHUR D POTTER	600.00
4/19/2010	GEN 4258	LINDA SCHONBERG	1,060.65
4/19/2010	GEN 4259	MARK O'NEALL	750.00
4/19/2010	GEN 4260	AMO INSPECTIONS & APPRAISALS	1,683.00
4/19/2010	GEN 4261	JOSEPH G BONSALL	291.01
4/19/2010	GEN 4262	DAWN VAN HALST	99.25
4/19/2010	GEN 4263	ERIC SHOVEIN	33.09
4/19/2010	GEN 4264	CUSTOM DESIGN INTERIOR	2,450.00
4/19/2010	GEN 4265	MOLENAAR & ASSOCIATES, INC	300.00

TOTAL OF 120 Checks:

229,585.53

Agenda item 4b

INGHAM COUNTY LAND BANK AUTHORITY  
STATEMENT OF NET ASSETS  
STATEMENT OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
APRIL 30, 2010

Assets	
Cash	\$ 248,487.19
Accounts Receivable	120.00
Land Contract Receivable	831,671.97
Land Contract Interest Receivable	35,052.22
Brownfield Receivable	274,565.13
Land Contract Escrow	7,555.63
Notes Receivable	19,310.62
Specific Tax Receivable	736.82
OCOF Nonprofit Receivable	4,192.50
Ingham County Receivable	4,632.25
Earnest Deposits	2,000.00
NSP1 Lansing City Receivable	85,984.11
NSP County Receivable	2,990.37
Youth Build Receivable	36,615.15
Inventory	<u>5,759,861.86</u>
Total Assets	\$7,313,775.82
Liabilities	
Accounts Payable	119.90
Notes Payable	
Capital National	324,165.95
National City Bank	3,900,000.00
Good Faith Deposit	50.00
Due to Ingham County	471,768.11
Rental Deposit	1,100.00
Land Contract Escrow	<u>5,987.27</u>
Total Liabilities	\$4,703,191.23
Retained Earnings	\$2,187,077.29
Total Net Assets	<u>\$ 423,507.30</u>

STATE OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
APRIL 30, 2010

Revenues	
Property Sales	257,498.02
Brownfield Revenue	56,981.83
NSP1 Lansing City Revenue	277,539.99
Youth Build Revenue	36,615.15
Miller Park Revenue	14,245.00
Interest Income	52,221.43
Rental Income	6,600.00
Developer Fee Revenue	30,667.02
Miscellaneous Income	247.32
County Appropriation	<u>250,000.00</u>
Total Revenue	\$ 982,615.76
Operating Expenses	
Cost of Land Sold	407,748.30
Cost of Land Sold-FEMA	63,898.67
Supplies	3,637.57
Communication	1,780.15
Security	121.84
Memberships	640.00
Rental	1,300.00
Postage	334.47
Public Relations/Media	1,277.93
Consultants	8,100.00
Legal	2,242.65
Contractual Service	10,800.00
Software	495.00
Garden Project	2,605.83
Travel	466.49
Conferences	1,365.00
Payroll Reimbursement	21,684.13
Americorp Membership	1,592.00
Utilities	162.85
Building Maintenance	647.41
Lawn/Snow	165.00
Interest Expense	8,595.86
Prior Year Expense	566.40
HOME Lansing City	741.28
NSP1 Lansing City	17,282.01
NSP Ingham County	461.76
NSP II	<u>395.86</u>
Total Expense	\$ 559,108.46
Total Net Assets, end of period	<u>\$ 423,507.30</u>