

# 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, NOVEMBER 1, 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 – October 4, 2010

Additions to the Agenda

Limited Public Comment – 3 minutes per person

1. Resolution to Amend the 2010 Budget and Approve 2011 Budget
2. Resolution to Authorize Sale of Commercial Property at 1621 E. Michigan, Lansing MI
3. Property Maintenance, Renovation & Development
  - a. NSP1 Update
  - b. NSP2 Update
  - c. General Property Update
  - d. Commercial Property Update
  - e. General legal update – Counsel
4. Accounts Payable & Monthly Statement
  - a. Accounts Payable Approval - September 2010
  - b. Monthly Financial Statement – September 2010
5. Chairman & Executive Director Items
  - a. Commercial Property Public Notification

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**

October 4, 2010  
Minutes

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

Members Absent: Comm. Nolan

Others Present: Mary Ruttan, Tim Perrone, Joe Bonsall, Dawn Van Halst, Dorothy Boone

The meeting was called to order by Chairperson Schertzing at 5:22 p.m. in Conference Room D & E of the Human Services Building, 5303 S. Cedar, Lansing.

Approval of the August 2, 2010 Minutes

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. DELEON TO APPROVE THE AUGUST 2, 2010 MINUTES AS SUBMITTED. MOTION CARRIED UNANIMOUSLY. Absent: Comm. Nolan and Comm. Copedge

Additions to the Agenda: None

Limited Public Comment: None

1. Brownfield Update

Chairperson Schertzing introduced Dawn Van Halst who is the Brownfield Coordinator for the Land Bank and the Ingham County Brownfield Authority. Ms. Van Halst stated she was present for informational purposes; to brief board members on items they will be seeing in other committee meetings for the County. She passed out copies of the Second Brownfield Amendment to the City of Lansing Only plan scheduled to go before the County Services and Finance Committees later this week. Ms. Van Halst stated the Amendment was submitted for two reasons. First, the Brownfield Authority is updating the tables detailing the anticipated tax capture over the life of the plan. Several new developments on commercial properties, such as the former Ramon's restaurant on S Washington, 934 Clark St and the former Deluxe Inn site have made significant strides in the past months. Now that the Authority has more details about the projects, they are better able to accurately predict the anticipated tax capture. Second, the authority is updating language to allow it to go out for a bond. Ms. Van Halst stated the Land Bank

already has a reimbursement agreement in place with the Brownfield Authority. The Land Bank has already advanced over 1.6 million dollars for eligible activities on parcels in the plan. The bond would allow the Brownfield Authority to pay back the Land Bank for those expenses upfront rather than in installments over the life of the plan. Ms. Van Halst stated the resolution should go before the entire County Board of Commissioners in late October. Comm. Bahar-Cook asked if we had already started working with bond counsel? Ms. Van Halst replied that the Brownfield Authority had been working with Paul Wyzgoski.

Comm. Copedge arrived at 5:37 p.m.

Ms. Van Halst stated the Brownfield Authority would also be submitting a request to the State for approval of an Act 381 work plan which would allow for the capture of State Education taxes on certain specific commercial properties. Both Comm. Bahar-Cook and Comm. DeLeon expressed reservations about capturing more school taxes. Chairperson Schertzing explained the captured taxes would be made up by the state in the allocation of school aid funding. A further discussion of the need to revise the commercial property disposition procedures took place.

## 2. Property Maintenance, Renovation and Development

### 2a. NSP1 Update

Chairperson Schertzing stated the work has been a joint undertaking with the City of Lansing. The project consists of 61 acquisitions and 24 rejected tax foreclosures. He stated 3201Risdale has been completed and sold to the One Church One Family non-profit group to be used for long-term supportive housing. 62 Demolitions will be completed with NSP1 funds. Mary Ruttan stated there would also be two new construction projects on sites where demolitions had taken place. She stated the new construction on Hughes Road would be universal design and take advantage of passive solar elements. Ms. Ruttan also stated the majority of the rehabilitation projects would be completed by the end of the year. Comm. DeLeon stated she had heard concerns from property owners in north Lansing regarding their perceived difficulty trying to sell their properties when the Land Bank also has houses on the market. Chairperson Schertzing stated he believed the issue was one of perspective. The Land Bank sells its houses for appraised value and our sales serve only to raise the comparable sales for a neighborhood, which in turns raises the values of all properties. Dorothy Boone stated the glut of vacant housing is suppressing values for everyone including the Land Bank. The message we need to be conveying is that the work we are doing with these funds is stabilizing neighborhoods and property values. Ms. Ruttan added that the Land Bank's ability to help with financing options is also a factor.

### 2b. NSP2 Update

Chairperson Schertzing stated many 2010 tax foreclosures have been purchased with NSP2 funding. Ms. Ruttan stated we are wrapping up the acquisition phase of the program. Comm. Bahar-Cook asked if the City of Lansing had applied for NSP3 funds.

Ms. Boone stated the City had applied and has been awarded approximately 1.1 million dollars. Comm. Bahar-Cook asked about the sale of vacant lots through the NSP programs. Ms. Boone stated the process was being fine tuned. Ms. Ruttan stated we are being cautious because we have not received final guidelines from the federal government.

2c. General Property Update

Chairperson Schertzing stated the Land Bank has participated in renovations on 56 properties in 2010. Comm. DeLeon asked how many properties were in the Land Bank's inventory. Chairperson Schertzing responded that the Land Bank has approximately 430 properties in the City of Lansing. Comm. DeLeon asked if we were reaching capacity yet. Ms. Ruttan stated we are capable of doing the work; our difficulty is getting through the bureaucracy of MSHDA and getting reimbursed for the work we have already done.

2d. Commercial Property Update

Chairperson Schertzing stated he felt this topic had been covered in the Brownfield Update.

2e. General Legal Update

Tim Perrone stated no update was available regarding the A. Maiz investigation. He stated it is not unusual to go for long periods without hearing from the investigator in cases like this. Mr. Perrone stated the property at 653 Hayford should be clear to transfer in November. Mr. Perrone informed the board a default judgment had been obtained against our Land Contract purchaser on S Holmes. They have a 90 day redemption period.

3. Accounts Payable and Monthly Statement

3a. Accounts payable approval – July 2010

MOVED BY COMM. COPEDGE, SUPPORTED BY COMM. BAHAR-COOK TO APPROVE THE ACCOUNTS PAYABLE FOR JULY 2010. MOTION CARRIED UNANIMOUSLY.

3b. Accounts payable approval – August 2010

MOVED BY COMM. COPEDGE, SUPPORTED BY COMM. BAHAR-COOK TO APPROVE THE ACCOUNTS PAYABLE FOR AUGUST 2010. MOTION CARRIED UNANIMOUSLY.

3c. Monthly financial statement – July 2010

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

3d. Monthly financial statement – August 2010

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

4. Items from the Chairman or Executive Director

4a. Contractor Recruitment

Chairperson Schertzing stated we had good turnout and press coverage for the event. We distributed 130 or so application packets to vendors. Ms. Ruttan stated the event was designed to help contractors navigate through the governmental bureaucracies such as Section 3 requirements and the new lead regulations. Comm. Copedge asked if Davis-Bacon applied to the work we do. Ms. Boone replied that Davis-Bacon only applies to projects with eight or more residential units.

4b. City of Lansing Fire/Police Department Training

Chairperson Schertzing informed the board that both the City of Lansing Police and Fire departments had been able to use the former Deluxe Inn for training. Additionally, the Police department will be using three Land Bank homes on Main St for tactical and canine training. Ms. Ruttan stated the Fire Department will continue to use demo houses for training. They have expressed an interest in using one of our houses for a live burn.

Announcements: None

Limited Public Comment: None

The meeting adjourned at 6:19 p.m.

Respectfully submitted,

Joseph Bonsall

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO AMEND THE 2010 BUDGET AND APPROVE THE 2011 BUDGET  
OF THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY AND REQUEST  
FUNDING FROM INGHAM COUNTY**

**RESOLUTION #10-011**

**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 Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into an intergovernmental agreement under the Act, with an effective date of October 21, 2005; and

**WHEREAS**, the County Board of Commissioners has appointed a Board of Directors consisting of five members, including the Ingham County Treasurer (ex officio) as Chair of the Board of Directors; and

**WHEREAS**, from time to time a need exists to amend an adopted budget, as is true for the 2010 budget;

**WHEREAS**, Section 10.4 of the Bylaws require the Board of Directors to adopt annually a budget for all operations, income, expense and assets;

**THEREFORE BE IT RESOLVED**, that the Authority approves the 2010 amended budget and the 2011 proposed budget.

YEAS:

NAYS:

ABSENT:

# Ingham County Land Bank 2010 Budget

	Proposed	Amended
<b>Revenue</b>		
Start up funding Ingham County	250,000.00	250,000.00
Commercial Sales	900,000.00	500,000.00
Renovation Sales	1,600,000.00	1,600,000.00
Sales-Side Lot	100,000.00	20,000.00
New Construction Sales	300,000.00	0.00
Interest Income	40,000.00	40,000.00
Developer Fee Income	216,000.00	265,000.00
Specific Tax	15,000.00	15,000.00
OCOF Mgt Services	10,000.00	0.00
Brownfield	650,000.00	80,000.00
HOME Funding	500,000.00	125,000.00
NSP County		15,000.00
NSP1	2,000,000.00	1,700,000.00
NSP1 Sale Proceeds		150,000.00
Rental Income		20,000.00
NSP2 MSHDA Adm.Fee Revenue		75,000.00
NSP2		800,000.00
Youth Build Revenue		100,000.00
Total Revenue	6,581,000.00	5,755,000.00
<b>Expenses</b>		
Acquisitions	500,000.00	100,000.00
Cost of Land Sold/Inventory	5,450,000.00	4,730,000.00
Administrative Costs	478,200.00	385,700.00
Total Expenses	6,428,200.00	5,215,700.00
 Net Revenue/Expense	 152,800.00	 539,300.00
 <b>Breakdown of Cost of Land Sold/Inventory</b>		
Construction - New	250,000.00	0.00
Construction - Rehab	1,200,000.00	1,200,000.00
Current Years Taxes	150,000.00	150,000.00
Maintenance/lawn	300,000.00	300,000.00
Minimum Bid purchases	300,000.00	250,000.00
Brownfield Eligible Expense	650,000.00	80,000.00
NSP County		15,000.00
NSP1 Expense	2,000,000.00	1,700,000.00
HOME Funding	500,000.00	125,000.00
Sale/Marketing Expense	50,000.00	10,000.00
Engineers	25,000.00	0.00
Architects	25,000.00	0.00
NSP2 Expense		800,000.00
Youth Build Expense		100,000.00
	5,450,000.00	4,730,000.00

Ingham County Land Bank  
2010 Budget

Administration Mileage/Office/Conf.	38,200.00	55,700.00
Data Information/Computers	10,000.00	2,000.00
Executive Director & Staffing	198,000.00	198,000.00
Maintenace Staff + Equipment	15,000.00	5,000.00
Interest Expense - loan	125,000.00	50,000.00
Legal	20,000.00	25,000.00
Media	12,000.00	10,000.00
Consultants	50,000.00	30,000.00
County Administration Charge	10,000.00	10,000.00
	<hr/>	<hr/>
	478,200.00	385,700.00



# Ingham County Land Bank 2011 Budget

Agenda Item 1

	Proposed
<b>Revenue</b>	
Start up funding Ingham County	250,000.00
Commercial Sales	1,000,000.00
Renovation Sales	1,400,000.00
Sales-Side Lot	15,000.00
Interest Income	65,000.00
Developer Fee Income	200,000.00
Specific Tax	18,000.00
Brownfield	2,500,000.00
HOME Funding	600,000.00
NSP1	1,000,000.00
NSP1 Sale Proceeds	560,000.00
Rental Income	30,000.00
NSP2 MSHDA Adm.Fee Revenue	180,000.00
NSP2	5,500,000.00
Youth Build Revenue	<u>60,000.00</u>
Total Revenue	<u>13,378,000.00</u>
 <b>Expenses</b>	
Acquisitions	100,000.00
Cost of Land Sold/Inventory	9,710,000.00
Administrative Costs	<u>555,900.00</u>
Total Expenses	<u><u>10,365,900.00</u></u>
 Net Revenue/Expense	 3,012,100.00
 <b>Breakdown of Cost of Land Sold/Inventory</b>	
Construction - Rehab	1,200,000.00
Current Years Taxes	200,000.00
Maintenance/lawn	400,000.00
Minimum Bid purchases	200,000.00
Brownfield Eligible Expense	500,000.00
NSP1 Expense	1,000,000.00
HOME Funding	600,000.00
Sale/Marketing Expense	50,000.00
NSP2 Expense	5,500,000.00
Youth Build Expense	<u>60,000.00</u>
	9,710,000.00
 <b>Administrative Costs</b>	
Administration	53,900.00
Data Information/Computers	10,000.00
Contract Services & Staffing	250,000.00
Maintenace Staff + Equipment	90,000.00
Interest Expense - loan	50,000.00
Legal	30,000.00
Media/Public Relations	12,000.00
Consultants	50,000.00
County Administration Charge	<u>10,000.00</u>
	555,900.00

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO AUTHORIZE THE CHAIRMAN OR EXECUTIVE DIRECTOR TO COUNTER THE OFFER TO PURCHASE FROM THE GILLESPIE COMPANY, LLC FOR THE SUM OF \$3,000.00 FOR THE PROPERTY AT 1621 E. MICHIGAN, LANSING, MICHIGAN**

**RESOLUTION #10-012**

**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 570 square foot/Slab commercial building at 1621 E. Michigan, Lansing, Michigan (former gas station) on September 27, 2010 through tax foreclosure; and

**WHEREAS**, the Ingham County Land Bank Fast Track Authority has received an offer to purchase the commercial property at 1621 E. Michigan Avenue, Lansing, Michigan for the sum of \$500.00 and

**WHEREAS**, a Phase I Environmental Site Assessment has been completed and Environmental Contamination and some remediation by the previous owner has been addressed, however a Phase II Assessment is needed; and

**WHEREAS**, the property is being sold “AS IS” and the Redevelopment Plan and Appraisal will be waived; and

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

**WHEREAS**, the developer plans to demolish the former gas station building and replace with a three story mixed use building; and

**WHEREAS**, from the 2010 Assessor information, the estimated Land market value of the property is \$37,800, and

**WHEREAS**, per our policies properties shall not be transferred for less than the amount of

the costs incurred; and

**WHEREAS**, the estimated incurred costs and closing costs are \$3,000.00

**THEREFORE BE IT RESOLVED**, that the Authority authorizes the Land Bank Chairman or Executive Director to Counter the offer to purchase from The Gillespie Company, LLC for the sum of \$3,000.00 for the property at 1621 E. Michigan Avenue, Lansing, Michigan, pending review of the Land Bank Attorney.

Aye:

Nay:

Absent



October 14, 2010

Mr. Eric Schertzing  
Ingham County Land Bank  
422 Adams Street  
Lansing, MI. 48906

Re: 1621 E. Michigan Avenue

Dear Mr. Schertzing,

Enclosed you will find a Buy/Sell Agreement for the property located at 1621 E. Michigan Avenue in Lansing, Michigan; as well as other supporting information.

As you are aware, I (Michigan Avenue Investors, LLC) own the property at 1609 – 1615 E. Michigan Avenue, which surrounds the property in question, and I am committed to the continued growth and improvement of the Michigan Avenue Corridor.

Following our previous conversations regarding this property, I have investigated the allowable uses of the site and the costs associated with the development of the property. The previous use of the property as a gas station makes the development of the site considerably more complicated and costly; preliminary estimates for the remediation of the site exceed \$125,000. The current Land Value (as shown on the City of Lansing Assessors website) is \$37,800, leaving a negative value for the site as it currently stands. Considering the above, you will notice that the purchase price listed on the Buy/Sell Agreement is at \$500.

My commitment to the Michigan Avenue Corridor and the East side of Lansing has intrigued me to pursue this property and its redevelopment to provide a transformational project that will act as a stepping stone for the future development, growth and improvement of the area. I believe, as we have discussed, that the best use for the property would be a mixed use building with first floor retail and apartments above.

329 South Washington Square, #1  
Lansing, Michigan 48933

Phone: 517.327.8887

Fax: 517.886.3550

I have enclosed a preliminary design for a building that is three (3) stories tall and contains approximately 1,950 Square Feet of first floor commercial storefront, as well as fourteen (14) residential apartments including four (4) studios, five (5) one-bedroom units and five (5) two-bedroom units. I believe that this type of building provides the density and use type that is needed on the avenue and, with its success, will propel future development in the surrounding area.

Please review the enclosed documents and contact me with any questions and/or comments.

I look forward to working with you and the Board of the Ingham County Land Bank to see this project through and build a better Lansing.

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Gillespie", written in a cursive style. The signature is positioned above the printed name and title.

Scott P. Gillespie

On behalf of Gillespie Acquisitions, LLC

## BUY/SELL AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of November, 2008, by and between Gillespie Acquisitions, LLC on behalf of an entity to be formed (hereinafter referred to as the "Purchaser"), of 329 S. Washington Square, Suite I, Lansing, Michigan 48933, and Ingham County Land Bank, of P.O. Box 215, Mason, Michigan 48854(hereinafter referred to as the "Seller").

WHEREAS, Seller desires to sell certain real estate described in paragraph 1 below (hereinafter referred to as the "Property") to Purchaser;

WHEREAS, Purchaser desires to purchase the Property described below; and,

NOW, THEREFORE, the parties agree as follows:

1. Purchase. Seller agrees to convey, transfer, sell and assign to Purchaser, all right, title and interest in the Property commonly described as 1621 E. Michigan Avenue, Lansing Michigan and generally described as S 85 FT LOT 5 & E 19 FT OF S 85 FT LOT 6 RUMSEYS MICHIGAN AVENUE ADD including all buildings, equipment, fixtures, improvements, appurtenances, beneficial easements, drives, ways of ingress and egress, and amenities (and subject to acceptable survey description).
2. Purchase Price. The purchase price for the Property shall be Five Hundred and no/100 Dollars (\$500.00).
3. Warranties and Representations.
  - (a) Ownership. At closing Seller will convey good and marketable title to the Property by warranty deed to the Purchaser, or its Assignee, for the Property.
  - (b) Intentionally Omitted.
  - (c) Latent Defects. Seller represents and warrants that it has no knowledge of any latent defects relating to the Property that have not been disclosed to Purchaser. The existence of Asbestos containing materials has been disclosed.
  - (d) Intentionally Omitted.
  - (e) Possession. Seller will deliver to Purchaser possession of the Property at closing. There are no Tenant's of the Property.
  - (f) Absence of Litigation. Seller represents and warrants that no litigation, administrative procedure, or administrative investigation has been commenced or threatened against the Property or any party hereto, challenging or seeking to enjoin or interfering with the consummation of the sale as set forth in this Agreement, or seeking to impose any liabilities or obligations on the Purchaser which have not been specifically disclosed and assumed in writing by the Purchaser.

- (g) Environmental Matters. The Property, to the best knowledge of Seller, has not been designated, listed, or identified in any manner by the United States Environmental Protection Agency (hereinafter referred to as "EPA"), or the Michigan Department of Environmental Quality (hereinafter referred to as "MDEQ"), or under, or pursuant to, CERCLA, RCRA or NREPA, or any other state or federal laws, statute or regulation enacted in connection with, or relating to the protection, or regulation of the environment as a hazardous waste or hazardous substance disposal, or removal site, superfund, or cleanup site, or candidate for removal, or closure pursuant to RCRA, CERCLA, NREPA, or any other state or federal environmental protection or remediation statute. Seller further warrants and certifies that no lien arising under, or in connection with, any environmental statute has attached to the Property and Seller has not received any summons, citation, notice, directive, letter or other communication, written or oral, from any federal or state governmental agency or instrumentality concerning any action or omission by Seller resulting in the releasing, spilling, leaking, pumping, pouring, omitting, emptying, dumping, or otherwise disposing of hazardous waste, hazardous substance, or sanitary waste, upon the property or into the environment.
- (h) Seller shall continue to maintain the Property in its current condition during the interim period between the acceptance of this Agreement and the Closing Date.
- (i) Seller represents and warrants that the performance of the obligations of the Seller under this Agreement will not violate any contract, ordinance, judicial or administrative order, or judgment applicable to the Seller or the Property.
- (j) Intentionally Omitted.
- (k) Seller represents and warrants that there are no special assessments currently existing with respect to the Property nor is there an option to purchase, right of refusal to purchase or agreement for the sale and purchase of all or any portion of the Property to any person or entity other than Purchaser.
- (l) Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986 and regulations promulgated thereunder, and Seller will furnish to Purchaser, at Closing, an appropriate affidavit to this effect.
- (m) No work has been performed or is in process or contemplated at the Property, and no materials have been or are to be furnished to the Property which might provide the basis for mechanics' and/or materialmen's liens, construction liens, or other liens against all or any portion of the Property.
- (n) There is no pending or threatened litigation, condemnation, eminent domain or administrative proceeding, or real estate tax protest, proceeding or assessment against or affecting all or any portion of the Property or the widening of any streets abutting the Property and, to the best of Seller's knowledge, no such proceedings or assessments are contemplated by any governmental authority.

- (o) All information furnished to Purchaser by Seller in connection with the Property is complete and correct to the best of Seller's knowledge and Seller has not failed to disclose any information of which it has knowledge which is material to the Property, the physical condition thereof or Purchaser's intended use thereof.
- (p) The Seller shall cooperate with Purchaser's efforts to obtain all necessary approvals and permits required for Purchaser's intended development of the Property, including, without limitation, (i) furnish evidence of ownership; (ii) appear at site plan approval or any other permit hearings or proceedings as requested by Purchaser; (iii) execute applications, petitions or other documents necessary for rezoning or special land use, tentative preliminary plan approval, final site plan approval and such other applications for governmental approvals, permits and authorizations which Purchaser determines are necessary to develop the Property; and (iv) not hinder or object to the development as proposed by Purchaser.
- (q) Seller represents, warrants and covenants to the Purchaser that the undersigned is the sole owner of good and marketable fee simple title to the Property and has full power, capacity and legal right to execute and deliver this Agreement and sell the Property to the Purchaser pursuant to the terms of this Agreement. The Property is not subject to any unrecorded liens or encumbrances. At all times prior to Closing, the Seller shall not without Purchaser's consent grant or permit any easements, liens, mortgages, encumbrances or other interests with respect to the Property unless same can be paid and discharged at Closing out of Closing proceeds.
- (r) Seller has not received any notice nor does it have knowledge of any violation by Seller or the Property of any laws, zoning ordinances or regulations affecting the Property.

The foregoing representations and warranties shall be continuing and shall be true and accurate on and as of the Closing Date with the same force and effect as if on that date made, and all of such representations and warranties shall survive the Closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. Seller shall indemnify and hold Purchaser harmless from and against any and all loss, liability, damage or expense (including reasonable attorneys' fees) resulting from any misrepresentation or a breach of any warranty hereunder.

4. Title Insurance. Seller, at its sole costs and expense, shall provide Purchaser at closing with an owner's policy of title insurance, without standard exceptions, covering the Property in the amount of the purchase price.

(a) Title Commitment. After the last party signs this Agreement, Seller shall cause to be issued and delivered to Purchaser a commitment (hereinafter referred to as the "Commitment"), for an owner's policy of title insurance without standard exceptions (hereinafter referred to as the "Title Policy"), to be issued at closing by Diversified National Title Agency in the full amount of the purchase price. The Seller shall pay the premium for the Title Policy at or before closing.



(b) Objections To Title. The Purchaser shall have forty-five (45) days from the date it receives the Commitment to notify Seller in writing of Purchaser's objections to any exceptions, other than permitted exceptions. If Purchaser objects to Seller's title as disclosed by the Commitment within the time and in the manner required by this section, Seller shall have thirty (30) days after receiving written notice of the particular defect(s) claimed either; (1) to remedy the Title Policy to the satisfaction of the Purchaser, or (2) to obtain a Commitment for title insurance "insuring over" the defect(s) in title. If Seller fails or refuses to remedy the defect(s), or obtain a Commitment for title insurance "insuring over" the defect(s) in title, then Purchaser may elect to either proceed to closing, taking title subject to the defect(s) without reduction of the purchase price, or to instruct the Title Company to return the deposit to the Purchaser in full termination of this Agreement and thereafter neither party shall have any further rights or obligations under this Agreement.

(c) Current Survey. Purchaser may obtain, at Purchaser's expense, a current survey of the Property. If the survey discloses any Exceptions (other than Permitted Exceptions) which will materially and adversely affect Purchaser's intended use of the Property, Purchaser may object to such Exceptions by following the procedures set forth in section 4(b) above. If any objection to the survey is made by Purchaser within thirty (30) days of the survey in the manner required by section 4(b) above, then Seller shall have fifteen (15) days after receiving the written notice to remedy the defect(s) in the same manner provided in section 4(b) above, and with the same consequences. Within 7 days of the effective date of this Agreement, Seller shall provide Purchaser with a copy of all existing surveys in Seller's possession.

(d) Permitted Exceptions. Subject to Purchaser's rights under sections 4(b) and 4(c) above, the Property shall be conveyed to Purchaser subject only to the following Exceptions, all of which shall be "Permitted Exceptions":

- (i) Those Exceptions which are affirmatively approved by the Purchaser in writing;
- (ii) Those Exceptions which the title insurer will "insure over" with affirmative coverage acceptable to Purchaser;
- (iii) Easements for water, sanitary sewer, storm sewer, electricity, telephone, and other utility purposes, if any, which do not interfere with Purchaser's intended use of the Property; and
- (iv) Real estate taxes subject to the tax proration provisions of this Agreement.

5. Property Taxes and Other Prorations. Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to the year of closing will be paid by Seller without pro-ration. Taxes which are first billed in the year of closing will be pro-rated so that Seller will pay taxes from the first of the year to the closing date and Purchaser will pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as the date of closing, the then current taxable value and tax rate and any administrative fee will substituted and pro-rated, the provisions of Michigan Public Act 80 of 1994 being waived

Special Assessments that are or become a lien on the Property on or before date of Closing of this Agreement shall be paid by Seller.

6. Conditions Precedent to Closing. Purchaser shall have 180 days after the acceptance of this Agreement in which to perform such due diligence and conduct such investigations as the Purchaser deems necessary in order to determine whether the property is suitable for Purchaser's intended use ("Due Diligence Period"). Purchaser may for any reason at any time prior to the expiration of the Due Diligence Period or extended Due Diligence Period as provided herein cancel this Agreement upon written notice to Seller. Upon such termination, Purchaser's earnest money deposit shall be refunded to the Purchaser and neither party shall have any further obligation to each other. Purchaser shall have the option, at its discretion, of extending the Due Diligence Period for up to two periods consisting of 60 days each. Purchaser shall notify the Seller by the final day of the then current inspection period of such desire to extend. The Closing Date shall then be redefined to within 10 business days from the removal of all contingencies following the expiration of the extension of the Due Diligence Period. In addition, and not by way of limitation, Purchaser's obligation to close is also contingent upon the following:
- (a) Transfer of Assets. All actions, proceedings, instruments and documents necessary or appropriate to consummate the transactions contemplated by this Agreement or incidental thereto, and all other related legal matters, shall have been approved by counsel for Purchaser.
  - (b) Performance by Seller. Seller shall have performed and complied with all agreements, covenants and conditions required by this Agreement to have been performed or complied with by it prior to or at the time of closing.
  - (c) Accuracy of Representations and Warranties. The representations and warranties made herein shall be correct on, and as of, the date of closing with the same force and effect as through such representations and warranties had been made as of such date.
  - (d) Validity of Documents. The instruments executed and delivered to Purchaser pursuant to this Agreement are valid in accordance with their terms, and effectively vest in Purchaser good and marketable title to the Property free and clear of any liabilities, obligations and encumbrances, except as referenced above.
  - (e) Environmental Condition of Property. Purchaser's receipt of a Phase I Environmental Assessment, and, if Purchaser determines necessary, an additional site investigation assessment of the Property from PM Environmental, Inc. accompanied by such documentation satisfactory to Purchaser confirming that Purchaser may rely upon the Phase I and Phase II Site Assessments, the sufficiency of same (as well as PM Environmental, Inc.'s scope of work and any limitations of liability) being to Purchaser's sole satisfaction. Within 10 days of the Effective Date of this agreement, Seller shall deliver all environmental reports, studies and assessments in its possession to Purchaser.

In the event that the Phase I Environmental Assessment, or site investigation, concludes that the site, or any property necessary for Purchaser's intended development, is a facility, as defined by Section 20101.(1)(1) of part 201 of the Michigan Natural Resources and Environmental Protection Act (hereinafter referred to as "NREPA"), 1994 P.A. 451, as amended, Purchaser's obligation to close this transaction is expressly conditioned upon Purchaser's, or its Assignee's, on or before the date of closing, receipt from the MDEQ an affirmed Baseline Environmental Assessment to be submitted to the MDEQ pertaining to the Property, and the MDEQ's determination that Purchaser, and/or its Assignee, meets the requirements for an exemption from liability under Section 20126(1)(c) of part 201 of NREPA; and Purchaser, and/or its Assignee's, receipt of a determination by the MDEQ, the sufficiency of same being in Purchaser's sole discretion, that Purchaser's, and/or its Assignee's, proposed use of the Property satisfies Purchaser's, and/or its Assignee's, obligations under Section 20107(a) of part 201 of NREPA. If the Phase I Environmental Assessment and/or site investigation concludes that the Property is a facility, then the closing date for this transaction shall be extended by sixty (60) days. If a BEA is submitted it will be at Purchaser's cost and expense. Seller hereby grants to Purchaser's, and/or its Assignee's, environmental consultant an easement and license to come onto the Property to conduct such investigation, including soil borings, as is determined necessary.

- (f) Governmental Approval. Purchaser obtaining all necessary site plan and land use approvals for its intended use of the Property and its proposed development from all governmental entities or agencies having jurisdiction over the Property and the Property being appropriately zoned for Purchaser's intended use.
- (g) Engineering Study. Purchaser's receipt, at its own cost and expense, of an engineering report or study to its satisfaction that the Property, including, but without limitation, pertaining to the structural integrity of the building, the mechanical and electrical systems, and its soil condition and drainage is suitable for Purchaser's intended development and use.
- (h) Municipal Incentive Programs/Zoning and Municipal Code Requirements and the MDEQ/Flood Zone Issues. Purchaser obtaining such approvals and incentives to its satisfaction relating to Municipal Incentive Programs, Zoning and Land Use Regulations, Municipal Code Requirements. Brownfield, or other similar approvals.
- (i) Financing. Purchaser obtaining construction financing to its satisfaction.
- (j)

7. Risk of Loss.

- (a) Risk of Loss. Until the closing of the transaction contemplated by this Agreement, all risk of loss relative to the assets being purchased under this Agreement, including, but not necessarily limited to, all loss occasioned by fire, theft, vandalism, mischief, flood, windstorm, accident, act of God, or other casualty shall be born by the Seller or existing title holder.
- (b) Purchaser's Option. In the event, prior to the closing of the transaction contemplated by this

Agreement, all or any portion of the Property is lost, stolen, vandalized or damaged, Seller shall notify Purchaser in writing of such occurrence and Purchaser shall have the option to terminate this Agreement or to consummate this Agreement and receive a credit to the purchase price in an amount equal to the present value of the loss occasioned by such occurrence on an appraisal value.

8. Closing. Upon satisfaction or waiver of all contingencies, closing shall take place at the offices of Diversified National Title Agency.
9. Deposit; Default; and Contingency.
  - (a) Within 5 days from the Effective Date of this Agreement Purchaser shall deposit Five Hundred and no/100 Dollars (\$500.00) with Diversified National Title Agency, evidencing Purchaser's good faith, to be held by said Title Company and to be applied to the purchase price.
  - (b) If Seller fails to meet its obligations hereunder, including closing on or before the above closing date or extend the closing date as provided by this Agreement, upon demand by Purchaser, the deposit shall be returned to Purchaser and Purchaser may pursue such legal and equitable remedies that may be available to it. In the alternative, Purchaser may have specific performance of this Agreement.
  - (c) If the sale is not consummated because of the Purchaser's failure to perform, the deposit shall be forfeited as liquidated damages, and this shall be Seller's exclusive remedy.
10. Authority. Each party will provide to the other such documentation as reasonably requested which establishes that each party has the requisite authority to consummate the transactions set forth herein including, but not necessarily limited to, corporate resolutions, partnership resolutions, certificates of good standing, certified copies of certificates of co-partnership, and certified copies of partnership agreements, or if a limited liability company, such similar documentation establishing the parties authority.
11. Miscellaneous.
  - (a) Brokerage Commission. Purchaser and Seller mutually represent to each other that they have not negotiated with any broker in connection with this Agreement other than Scott P. Gillespie (Purchaser's representative) and Eric Schertzing (Seller's representative) and no commission is due to either. Each party agrees that should a claim be made against the other party for a commission from any broker other than the broker(s) named herein by reason of the acts of such party, the party upon whose acts such claim is predicated shall hold the other party free and harmless from any and all liability and expense in connection herewith.
  - (b) Expenses. Each party hereto shall pay its own expenses incident to the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby; provided, however, that nothing herein contained shall relieve any party hereto of any liability arising from a breach of such party of any provisions of this Agreement.

- (c) Assignment. This Agreement shall be binding on and inure to the benefit of all assigns, successors and representatives of the respective parties hereto. It is acknowledged that Purchaser has the right to assign its rights under this Agreement at, or before, closing, and that Purchaser's assignee has the right to rely upon the representations and warranties contained herein which shall survive closing. It is also acknowledged that Gillespie Acquisitions, LLC has executed this agreement on behalf of an entity to be formed and only in that capacity.
- (d) Modifications; Waiver. This Agreement shall not be modified except in writing and signed by all parties whose rights and/or obligations are to be modified.
- (e) Notices. Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing and be delivered personally or sent by certified mail, return receipt requested to the addresses set forth on the first page of this agreement. Any notices given by mail shall be deemed to have been given as of the day following the date of posting.
- (f) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Purchaser and Seller.
- (g) Applicable Law. This Agreement and the transaction contemplated hereunder shall be construed and interpreted under the laws of the State of Michigan.
- (h) Survival of Representations and Warranties. All statements contained in this Agreement, or in any certificate, or instrument delivered by, or on behalf of, any party pursuant to this Agreement shall be deemed representations and warranties by the parties making them. All parties agree that the representations and warranties contained herein shall survive the closing under this Agreement. This Agreement shall not be merged into any instruments or documents executed and delivered at the Closing but shall survive the Closing and the representations and warranties and covenants made herein shall remain in full force and effect.
- (i) Headings. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.
- (j) Access to Property. Seller hereby agrees that the Purchaser, or its Assignee, shall have the right to go upon the Property during the term of this Agreement, for any of the purposes contemplated by this Agreement, including, but without limitation, for the purposes of taking samples of the soil and/or groundwater on the Property to be analyzed for any hazardous materials or substances. Purchaser shall also have the right to go upon the Property and in the building thereon to market and show the Property to potential tenants or investors. Purchaser shall be entitled to place "for lease" and/or "for sale" signs upon the Property/building, during the term of this Agreement. Purchaser shall indemnify, defend and hold the Seller harmless for any injuries, losses, claims, demands, causes of action, damages,

judgments, fines and expenses of any kind or nature, to any persons which occur as a result of the entry of the Purchaser, or its Assignee, upon the Property.

- (k) Closing Costs/Seller. It is agreed that Seller shall be responsible for the following closing costs at prior to closing:
- (i) Owner's title insurance policy without standard exceptions;
  - (ii) State and County transfer taxes and fees on the deed to be given;
  - (iii) All costs required and necessary to clear title;
  - (iv) Preparation of deeds;
  - (v) Seller's Legal Fees;
  - (vi) Closing Fees; and
  - (vii) Any amount owned to the Purchaser, if any, as a result of the real estate proration as provided in section 5.
- (l) Closing Costs/Purchaser. It is agreed that Purchaser shall be responsible for the following closing costs at or prior to closing:
- (i) Any recording fees for recording the warranty deed;
  - (ii) Any amount owed to a surveyor for the preparation of the survey;
  - (iii) Any amount owed to Seller, if any, as a result of the real estate tax proration as provided in section 5; and
  - (iv) Purchaser's legal fees.
- (m) Saturdays, Sundays and Holidays. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or holiday the date for the notice of performance or payment shall be the next following business day.
- (n) Documents to be Furnished by Seller on Closing Date. On the Closing Date, Seller shall deliver to Purchaser the following documents, each of which shall be in a form reasonably satisfactory to Purchaser and its counsel:
- (i) A warranty deed to the Property in recordable form conveying fee title and all available divisions under the Land Division Act.

- (ii) An affidavit executed by Seller in form required by the title insurance company to remove standard exceptions from the Owner's policy of title insurance to be issued to Purchaser.
- (iii) A certificate of Seller to the effect that all of Seller's representations and warranties contained in paragraph 3 are true and correct as of the Closing Date, or stating the extent, if any, that any such representations and warranties are not then true and correct;
- (iv) A Bill of Sale for a personal property being transferred (if any);
- (v) An assignment of Seller's rights under any service contract which are assignable and which Purchaser determines to assume, along with the original or true copy of each service contract assigned; and
- (vii) Any other documents reasonably requested by Purchaser or Purchaser's title insurer.
- (o) Effective Date: The effective date of this Agreement shall be the later of the dates this Agreement is signed by Purchaser and Seller.
- (p) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Any facsimile signature hereon shall be given the same force and effect as an original signature.
- (q) Acceptance Deadline: This offer shall be deemed null and void unless Seller has signed below and provided a copy of its acceptance to Purchaser, or Purchaser's broker within fourteen (14) business days after Purchaser's signature below.
- (r) Closing Statement: On the Closing Date, Purchaser and Seller shall each deliver to the other a closing statement reflecting payment of the Purchase Price and the applicable prorations, in form reasonably satisfactory to both Purchaser and Seller and their respective counsel.
- (s) Existing Tenants. The Seller grants the Purchaser permission to contact current tenants to discuss their experience with the building and intentions as they relate to the future occupancy of the Property.
- (t) Marketing of Property: Seller grants the Purchaser access to the Property and permission to market the Property for lease during the Due Diligence Period and extended Due Diligence Period.
- (u) Documents to be Produced: Seller shall provide the Purchaser, within 10 days of acceptance of this Agreement, copies of all surveys, leases, engineering studies, environmental reports, soil tests and borings, building engineering plans, historical plans and data, and other related studies and/or correspondence particular to the subject Property. Closing shall be extended

one day for each day after Seller does not provide said documents beyond the 10 day period.

(v)

12. It is hereby acknowledged that neither Purchaser, nor its assignee, assumes any responsibility or liability that Seller may have as a result of the environmental condition of the Property that may be imposed upon Seller by any state, federal or local law, rule, regulation or ordinance (including, but without limitation, any requirement to report, assess, investigate, abate and/or remediate the subject property), and Seller shall be responsible for compliance with any such requirement. The Seller shall indemnify and hold harmless Purchaser from such claims, demands, penalties, obligations and liabilities of all nature (including, but without limitation, Purchaser's and/or its assignee's reasonable attorneys' fees that may be incurred in defense thereof), and may arise relating to or as a result of a release of petroleum product or hazardous substance of any nature upon the Property incurred during Seller's ownership or operation of the Property.

The parties have executed this Buy/Sell Agreement effective on the date and year first above written, and Purchaser and Seller acknowledge receipt of an executed copy of this Agreement.

SELLER: Ingham County Land Bank

\_\_\_\_\_  
By:

Its:

Dated: \_\_\_\_\_

PURCHASER: GILLESPIE ACQUISITIONS, LLC,  
a Michigan limited liability company

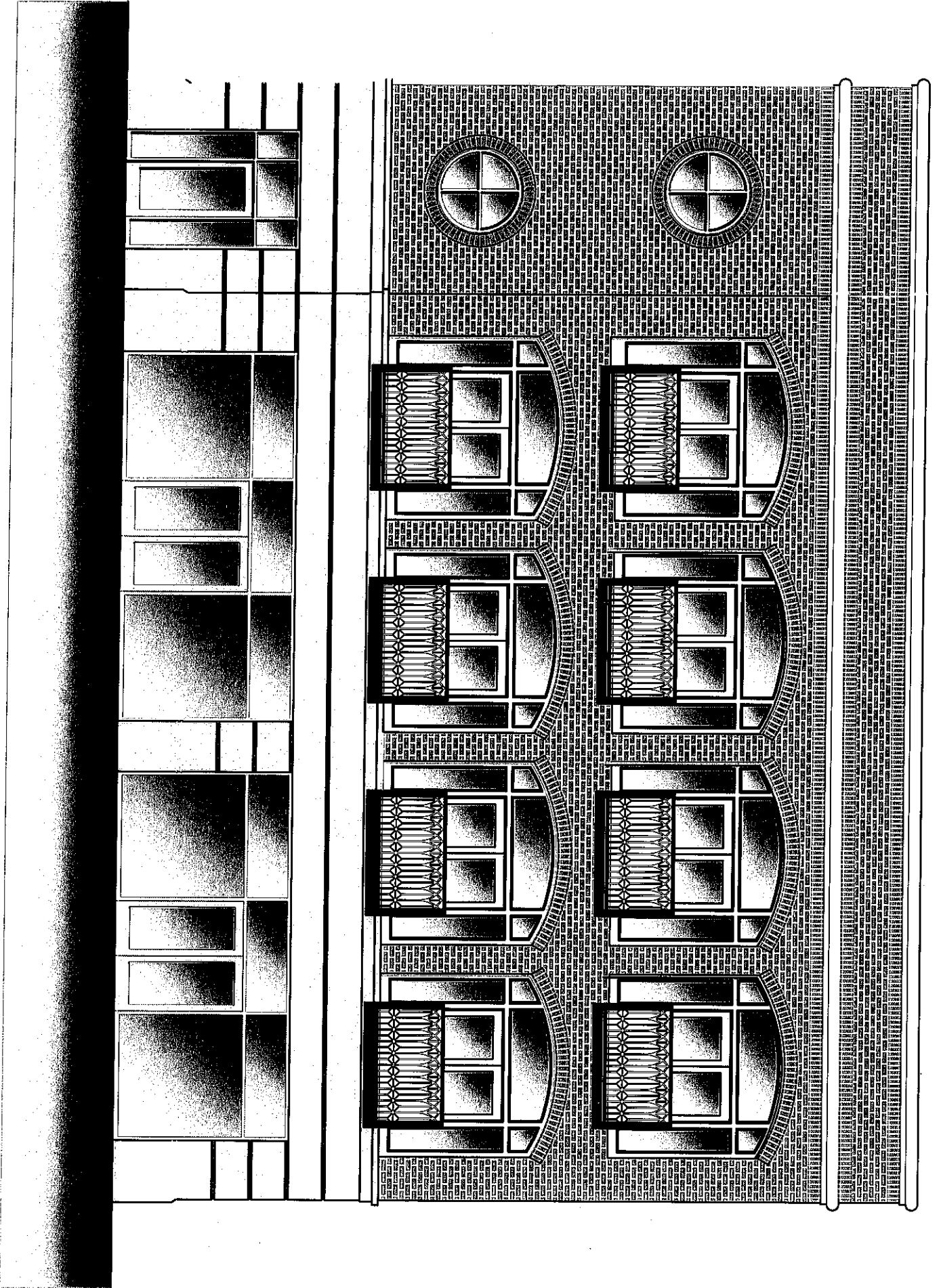
\_\_\_\_\_  
By: Scott P. Gillespie

Its: Member

Dated: \_\_\_\_\_



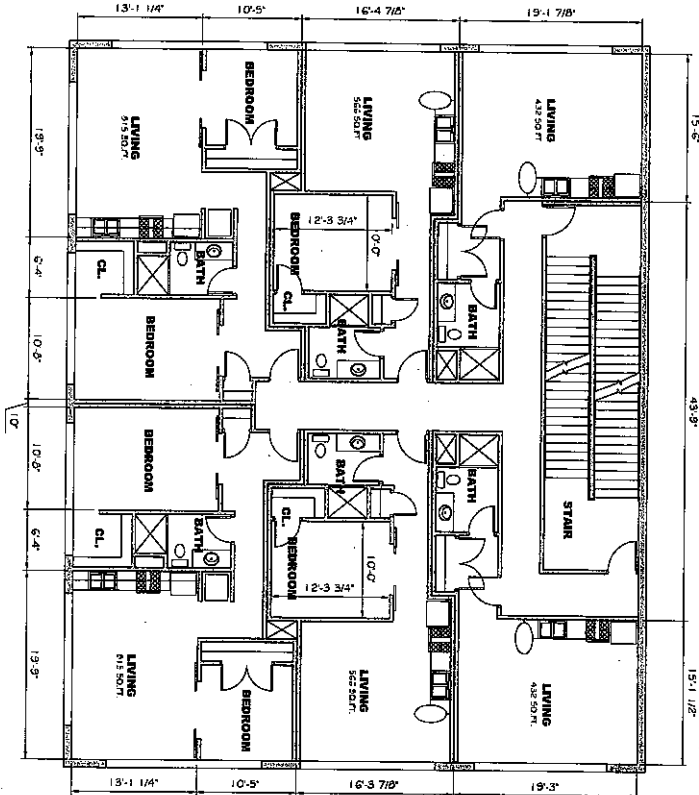




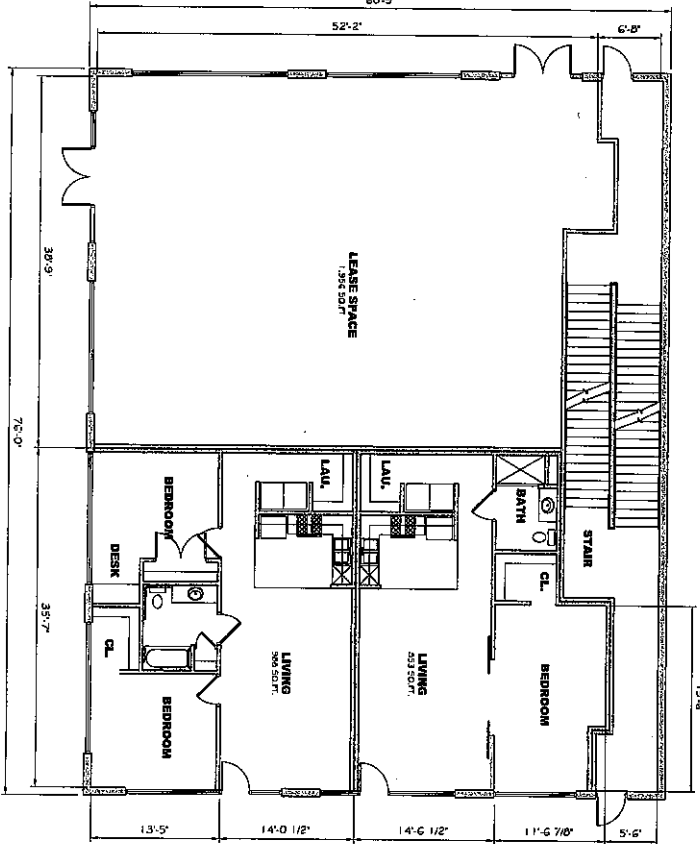
FRONT ELEVATION

3,950 94-ft.

SECOND & THIRD FLOOR PLAN  
SCALE: 3/16" = 1'-0"  
4-817-3416



FIRST FLOOR PLAN  
SCALE: 3/16" = 1'-0"  
4-817-3416



A.I.I.

NEW BUILDING  
GILLESPIE BUILDING  
1400 N. 10th St.  
Lawton, Oklahoma 73504

PRELIMINARY  
NOT FOR  
CONSTRUCTION

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CALLAWAY



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Daniel O. Roeser, PG

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Michael J. Thelen, PE  
John C. Zarzecki, CWI, CDT

June 30, 2010

Mr. Eric Schertzing  
Ingham County Treasurer  
P.O. Box 215  
Mason, Michigan 48854

RE: Summary of Limited Environmental Assessment  
1621 East Michigan Avenue  
Lansing, Michigan  
SME Project No. LE61750

Dear Mr. Schertzing:

In accordance with Soil and Materials Engineers, Inc. (SME) approved proposal dated June 3, 2010 (Proposal #L10-0139), SME conducted certain elements of a Phase I Environmental Site Assessment (ESA) of the above reference site (Site). The purpose of the limited Phase I ESA was to develop a scope of services for a Phase II Environmental Site Assessment (ESA). It is our understanding that the Ingham County Treasurer is contemplating assessing the Site to promote it for redevelopment.

To evaluate current environmental conditions at the Site, SME performed the following activities:

- Obtained and reviewed an environmental database report listing properties in the vicinity of the Site that are registered on local, state, and/or federal environmental databases.
- Obtained and reviewed historical Sanborn fire insurance maps.
- Obtained and reviewed historical aerial photographs.
- Performed a Site walk to visually observe current conditions. SME could not gain access to a storage shed located on the northwest corner of the property, or the restroom located on the east side of the retail building.
- Reviewed files for the Site available at the Michigan Department of Natural Resources and Environment (MDNRE).

Based on the above activities, SME developed the following overview of the environmental status of the Site:

- Based on Sanborn fire insurance maps, the Site appears to have been undeveloped land within a residential area until sometime between 1926 and 1951, when an automobile fueling and grease station was constructed on the property. The gas station operated under the names of Spartan Oil and Bay Petroleum.
- Contamination was first noted in 1985 when two monitoring wells were installed. Details on the wells, or why they were installed, were not found.

Plymouth  
Bay City  
Grand Rapids  
Kalamazoo  
Lansing  
Shelby Township  
Toledo  
Traverse City

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consultants in the geosciences, materials, and the environment

- Releases from underground storage tanks (USTs) were reported in 1986 (Tank No. 3) and 1991 (Tank No. 2).
- Five tanks were removed in May 1992, including four registered USTs ranging in size from 4,000 to 6,000 gallons capacity. The four tanks reportedly stored gasoline. A fifth, previously unknown and unregistered tank, was discovered during removal activities. The unregistered tank was reportedly about 1,000-gallons capacity and suspected to have stored diesel fuel.
- Numerous subsurface investigations were performed between 1990 and 1992 in an attempt to delineate the extent of petroleum impact.
- The soil lithology was determined to consist of silty and sandy clay to approximately 30 feet below ground surface, with a sand layer between approximately 15 and 23 feet below ground surface. The clay is underlain by sand that reportedly extends to at least 66 feet below ground surface. The groundwater table was measured at approximately 40 to 45 feet below grade.
- The results of subsurface investigations found that soil contamination is present across the Site, particularly in the upper 25 feet of soils. Perched groundwater within the sand layer between approximately 15 and 23 feet below ground surface is also impacted. Minimal contamination was also found in the unconfined groundwater aquifer at a depth of approximately 40 to 45 feet below ground surface. Soil and groundwater samples were primarily tested for benzene, toluene, ethylbenzene, and xylenes (BTEX) only.
- Groundwater flow within the unconfined aquifer was determined to be in a southwesterly direction, based on the subsurface investigations conducted in the early 1990's. No flow direction was reported for the shallow perched groundwater within the sand layer between approximately 15 and 23 feet below grade.
- Approximately 850 cubic yards of impacted soil was removed from the Site in 1992 as part of remediation activities and installation of new UST systems. A lateral perforated pipe was installed around the perimeter of the excavation for a proposed vapor extraction system. It appears the system was never operated. Five vapor extraction wells and one purge well (WG-1 through WG-5, and PW-1) were also installed.
- No known investigations, sampling, or remediation activities have occurred since the early 1990's. Therefore, current contaminant levels at the site are not known. Additionally, it is possible that additional releases have occurred since 1992.

### SCOPE OF SERVICES

SME proposes to perform the following activities to assess current soil and groundwater conditions at the Site that may impact redevelopment:

- Coordinate subsurface investigation activities including retaining geophysical and direct-push subcontractors, scheduling utility staking, notifying the MDNRE of on-site activities (as required at leaking UST sites), coordinating laboratory analyses, and preparing a Health and Safety Plan.
- Coordinating a geophysical survey to assess the presence of orphan USTs.
- Gauge existing monitoring/extraction wells for the presence of free product.
- Gauge the existing USTs, if accessible, to determine if residual product is present within the tanks.

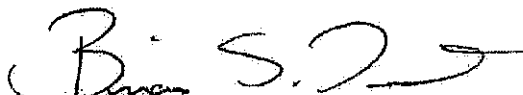


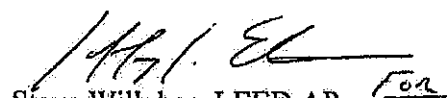
- Advance up to five (5) soil borings to the second clay layer present at a depth between 20 and 25 feet below ground surface. Four boring locations will be selected based on spatial distribution since contamination has been identified across the Site. One boring will be located within the area of the former USTs to determine if impacted groundwater has accumulated within the former excavation, due to the presence of clayey soils that can create a “bathtub” effect.
- Collect one shallow soil sample (i.e. within the first four feet of soil) and one “worst case” soil sample from each boring. Worst case soil samples will be determined based on field screening results, visual observations of staining, and/or odors. The most significant impact is expected to be within or immediately below the sand layer expected at approximately 15 to 20 feet below ground surface. The shallow soil sample will be collected to evaluate due care and soil management issues that may be relevant to redevelopment and future construction activities at the Site. No more than 10 soil samples will be collected.
- Based on available information, groundwater is expected within the intermittent sand layer(s). If groundwater is encountered within at sufficient volumes to collect samples, then up to four groundwater samples will be collected. Groundwater samples will be collected by inserting a temporary polyvinyl chloride (PVC) well or a “pre-packed” temporary well. Groundwater will be extracted using a peristaltic pump under low-flow sampling rates.
- Soil samples, and groundwater samples if collected, will be analyzed for leaded and unleaded gasoline parameters, and polynuclear aromatic (PNA) hydrocarbons due to storage of diesel fuel and kerosene.
- Prepare a report describing Phase II ESA investigation procedures and summarizing laboratory testing results. The report will also include a discussion on how remaining contamination at the Site may impact future redevelopment. It should be noted that, at a minimum, a prospective developer will need to properly manage the existing UST systems and abandon monitoring and remediation wells at the Site.

The cost for the Phase II ESA outlined above is estimated to be approximately \$9,000. If the County chooses to pursue the Phase II ESA, SME will provide a proposal and agreement for those services. If you have any questions regarding this letter, please contact us. SME appreciates the opportunity to be of service to you on this project.

Very truly yours,

**SOIL AND MATERIALS ENGINEERS, INC.**

  
Brian S. Trent, P.E., LEED AP  
Project Engineer

  
Steve Willobee, LEED AP *For*  
Community Development Manager

T/PROJ/61000/LE61750/LE61750-063010-LTR.DOC



2010 ACTIVITY

10/25/2010							Agenda Item 3c	
							Sales	Pend.Sale
	Renovations	New Const.	Demolition	Sales	Sale Price	Rental	Pending	Price
818 N. Fairview	2010							
115 E. Mason	2010							
3325 W. Holmes	2010							
3326 Aurelius	2010							
120 S. Barnes (Mason)	2010							
732 W. Mason (Mason)	2010							
6315 Beechfield	Complete 2010							
6327 Cooper	Complete 2010			2010	64,900			
542 Denver	Complete 2010							
2105 Roberts	2010							
540 Paris	2010							
551 Emily	Complete 2010							
1135 Westmoreland	Complete 2010							
116 W. North	Complete 2010							
3201 Nonette	Complete 2010							
1421 Corbett	2010							
813 Sims Court	Complete 2010							
1125 N. Chestnut	Complete 2010							
2217 Teel	Complete 2010							
100 Bohnet	Complete 2010							
4820 Laurie Lane	2010							
4133 Wainwright	2010							
5234	2010							
3118 Risdale	Complete 2010			2010	75,900			
3201 Risdale	Complete 2010			2010	OCOF			
2029 Hillcrest	Complete 2010							
5234 Lark Circle	Complete 2010							
5217 Renee	Complete 2010							
816 N. Walnut	Complete 2010							
1205 E. Main	Complete 2010							
1101 Climax	Complete 2010							
1205 E. Main	Complete 2010							
4321 Stillwell	Complete 2010							
1216 Ottawa	Complete 2010							
3401 Churchill	2010							
3620 Wedgewood	2010							
800 Clark	2010							
1217 Porter	2010							
4000 Stillwell	Complete 2010							
1031 Queen	Complete 2010							
3205 Ronald	Complete 2010							
4123 Balmoral	Complete 2010							
516 W. Grand River	2010							
1201 Dakin	Complete 2010							
825 May	2010							
3620 Berwick	Complete 2010							
1001 N. Jenison	2010							
1705 Comfort	2010							
1525 Hull	2010							
520 Christancy	2010							
1125 N. High	2010							





2010 ACTIVITY

	Renovations	New Const.	Demolition	Sales	Sale Price	Rental	Pending	Pend.Sale Price
1521 Lyons			Complete 2010					
713 Foster			Complete 2010					
2611 Fielding			Complete 2010					
4919 Christiansen			Complete 2010					
1216 W. Ionia			Complete 2010					
504 S. Fariview			2010					
1004 Bensch			2010					
1013 Bensch			2010					
1121 McCullough			2010					
819 Fayette			2010					
1137 Chelsea			2010					
415 S. Pennsylvania			2010					
546 Isbell			2010					
1133 Regemt			2010					
1136 Chelsea			2010					
2201 W. Main			2010					
1224 W. Lenawee			2010					
2040 Reo			2010					
715 N. Pennsylvania			2010					
1214 W. Allegan			2010					
1223 W. Ottawa			2010					
1422 Pontiac			2010					
2123 W. Main			2010					
2119 W. Main			2010					
6057 Wise Road			2010					
6061 Wise Road			2010					
413 S. Pennsylvania			Complete 2010					
1017 S. Holmes				2010	44,900			
100 Bohnet				2010	89,900			
1039 N. Chestnut				2010	110,000			
209 Hathaway				2010	15,250			
601 W. Maple				2010	86,080			
5142 Bogart				2010	14,000			
6118 Grovenburg				2010	12,150			
206 Horton (Habitat)				2010	6,398			
1719 Robertson (Habitat)				2010	4,700			
2217 Teel				2010	65,000			
6315 Beechfield				2010	43,000			
5907 Joshua				2010	75,000			
1125 N. Chestnut				2010	77,900			
W. Sheridan (Vac)				2010	1,800			
Creole Way (Vac)				2010	18,000			
No Street Frontage				2010	600			
Mahlon (Vac)				2010	1,000			
3201 Risdale (OCOF)				2010	0			
<b>City of Lansing FEMA Deed</b>								
210 W. Willow				2010	0			
N. Washington				2010	0			
S. Magnolia 500 Blk				2010	0			
536 Magnolia				2010	0			

2010 ACTIVITY

	Renovations	New Const.	Demolition	Sales	Sale Price	Rental	Pending	Pend.Sale Price
S. Hayford				2010	0			
S. Foster				2010	0			
516 S. Francis				2010	0			
S. Francis 600 Blk				2010	0			
Beulah				2010	0			
305 W. Grand River				2010	118,900			
5321 Granger							2010	89,900
1913 Moffitt							2010	84,900
1700 Keystone (Comm)							2010	300,000
934 Clark + Vac Lot Next							2010	45,000
1146 S. Washington							2010	160,000
116 W. North							2010	64,900
5432 Lark Circle							2010	96,000
813 Sims court							2010	74,900
1749 Maisonette							2010	43,000
1745 Maisonette							2010	48,000
6147 Scotmar							2010	40,000
6105 Scotmar							2010	40,000
Total Sale/Pending Sale					925,378			1,086,600

10/25/2010  
12:54 pm

CHECK REGISTER FOR INGHAM COUNTY LAND BANK  
CHECK DATE FROM 09/01/2010 - 09/30/2010

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Agenda Item 3a

Check Date	Bank/Check #	Name	Amount
9/2/2010	GEN 4708	EDEN GLEN CONDO ASSOCIATION	8,410.00
9/7/2010	GEN 4709	CONSUMERS ENERGY	223.56
9/7/2010	GEN 4710	CONSUMERS ENERGY	234.01
9/7/2010	GEN 4711	CONSUMERS ENERGY	369.77
9/7/2010	GEN 4712	CONSUMERS ENERGY	99.16
9/7/2010	GEN 4713	BOARD OF WATER & LIGHT	807.55
9/7/2010	GEN 4714	BOARD OF WATER & LIGHT	427.14
9/7/2010	GEN 4715	BOARD OF WATER & LIGHT	481.40
9/7/2010	GEN 4716	PNC BANK, NA	1,889.30
9/7/2010	GEN 4717	AT & T	222.98
9/7/2010	GEN 4718	THE JOB SHOP INK, INC.	225.00
9/7/2010	GEN 4719	FIRST SEARCH TECHNOLOGY CORPORA	125.00
9/7/2010	GEN 4720	INGHAM COUNTY TREASURER	5,885.47
9/7/2010	GEN 4721	THE BUG MAN	1,150.00
9/7/2010	GEN 4722	AMERICAN RENTALS INC.	176.00
9/7/2010	GEN 4723	DRAKE'S INSULATION, INC	1,570.24
9/7/2010	GEN 4724	MARK'S LOCK SHOP INC	1,305.00
9/7/2010	GEN 4725	GRANGER CONTAINER SERVICE	1,728.00
9/7/2010	GEN 4726	VOID	0.00
9/7/2010	GEN 4727	VOID	0.00
9/7/2010	GEN 4728	EIKENHOUT, INC.	1,859.45
9/7/2010	GEN 4729	COHL, STOKER, TOSKEY & MCGLINCHEY	1,951.15
9/7/2010	GEN 4730	DICKINSON WRIGHT	10,598.00
9/7/2010	GEN 4731	INGHAM COUNTY HEALTH DEPARTMENT	4,776.00
9/7/2010	GEN 4732	STAMP-RITE, INC	69.75
9/7/2010	GEN 4733	GANNETT MICHIGAN NEWSPAPERS	426.03
9/7/2010	GEN 4734	CITY PULSE	1,265.85
9/7/2010	GEN 4735	DBI BUSINESS INTERIORS	552.31
9/7/2010	GEN 4736	OCE IMAGISTICS, INC	205.98
9/7/2010	GEN 4737	DELUXE FOR BUSINESS	102.93
9/7/2010	GEN 4738	RIZZI DESIGNS	2,000.00
9/7/2010	GEN 4739	ANDREW GARZA	240.00
9/7/2010	GEN 4740	SEARS COMMERCIAL ONE	6,067.00
9/7/2010	GEN 4741	CAPITAL CITY REPROGRAPHICS	50.00
9/7/2010	GEN 4742	TRITERRA	4,947.40
9/7/2010	GEN 4743	SOIL AND MATERIALS ENGINEERS, INC.	9,738.96
9/7/2010	GEN 4744	DAREN LACKEY	2,517.00
9/7/2010	GEN 4745	ETC	415.00
9/7/2010	GEN 4746	THERMAL INSPECTION SERVICES LLC	400.00
9/7/2010	GEN 4747	MPC CASH-WAY LUMBER	62.60
9/7/2010	GEN 4748	STANDARD ELECTRIC COMPANY	555.28
9/7/2010	GEN 4749	WOODWORKS & DESIGN CO.	220.00
9/7/2010	GEN 4750	THE SHERWIN-WILLIAMS CO.	846.45
9/7/2010	GEN 4751	J & M HAULING	2,410.00

Check Date	Bank/Check #	Name	Amount
9/7/2010	GEN 4752	WES STEFFEN PLUMBING	145.00
9/7/2010	GEN 4753	HOLT ELECTRIC & SON	1,475.00
9/7/2010	GEN 4754	OETZEL-HARTMAN GROUP	6,600.00
9/7/2010	GEN 4755	OETZEL-HARTMAN GROUP	4,200.00
9/7/2010	GEN 4756	THE PARMENTER GROUP	5,280.00
9/7/2010	GEN 4757	MERIDIAN APPRAISAL SERVICES	2,600.00
9/7/2010	GEN 4758	KEBS, INC.	4,600.00
9/7/2010	GEN 4759	MICHIGAN HISTORIC PRESERVATION NE	25,000.00
9/7/2010	GEN 4760	S&S CONTRACTING	1,129.07
9/7/2010	GEN 4761	CRISTO REY COMMUNITY CENTER	6,780.00
9/7/2010	GEN 4762	THOMAS KRYCINSKI	9,447.79
9/7/2010	GEN 4763	NORSHORE BUILDING INC	20,566.62
9/7/2010	GEN 4764	PK CONSTRUCTION COMPANY LLC	53,723.00
9/7/2010	GEN 4765	PROGRESSIVE REMODELING	49,201.00
9/7/2010	GEN 4766	DC BUILDING AND DEVELOPMENT, LLC	9,225.00
9/7/2010	GEN 4767	SC SERVICES ENVIRONMENTAL	16,325.00
9/7/2010	GEN 4768	ASSOCIATED GENERAL CONTRACTORS	60,845.00
9/7/2010	GEN 4769	LJ TRUMBLE BUILDERS	53,324.00
9/7/2010	GEN 4770	SCOTT FREDRICKSON CONSTRUCTION	4,301.50
9/7/2010	GEN 4771	VESTA BUILDING INDUSTRIES	10,203.00
9/7/2010	GEN 4772	FOXTAIL BUILDING COMPANY	18,500.00
9/7/2010	GEN 4773	KEHREN CONSTRUCTION, LLC	13,092.50
9/7/2010	GEN 4774	GREATER LANSING ASSOCIATION OF RE	50.00
9/7/2010	GEN 4775	ALLSTATE PAYMENT PROCESSING CEN	1,468.98
9/7/2010	GEN 4776	CURSOR CONTROL INC	28,600.00
9/7/2010	GEN 4777	INGHAM COUNTY HOUSING COMMISSIOI	768.53
9/7/2010	GEN 4778	INGHAM COUNTY TREASURER	84.08
9/7/2010	GEN 4779	LANSING NEIGHBORHOOD COUNCIL	1,380.00
9/7/2010	GEN 4780	LAKE STATE LAWN-LANDSCAPING & SN	2,070.00
9/7/2010	GEN 4781	MOW MASTER	2,692.00
9/7/2010	GEN 4782	SCHUMACHER'S FOUR SEASONS	6,510.00
9/7/2010	GEN 4783	FRITZY'S LAWN & SNOW	2,175.00
9/7/2010	GEN 4784	INTEGRITY LAWN MAINTENANCE	3,035.00
9/7/2010	GEN 4785	AMO INSPECTIONS & APPRAISALS	2,709.00
9/7/2010	GEN 4786	JOSEPH G BONSALE	648.31
9/7/2010	GEN 4787	DENNIS GRAHAM	387.00
9/7/2010	GEN 4788	SUZANNE MOORE	39.99
9/7/2010	GEN 4789	ERIC SHOVEIN	25.00
9/7/2010	GEN 4790	LINDA SCHONBERG	164.50
9/20/2010	GEN 4791	CAPITAL FUND TITLE SERVICES, LLC	1,000.00
9/20/2010	GEN 4792	CONSUMERS ENERGY	48.24
9/20/2010	GEN 4793	BOARD OF WATER & LIGHT	538.00
9/20/2010	GEN 4794	BOARD OF WATER & LIGHT	241.30
9/20/2010	GEN 4795	BOARD OF WATER & LIGHT	664.25
9/20/2010	GEN 4796	BOARD OF WATER & LIGHT	312.96
9/20/2010	GEN 4797	COMCAST	218.89
9/20/2010	GEN 4798	AT & T	224.31

Check Date	Bank/Check #	Name	Amount
9/20/2010	GEN 4799	ADT SECURITY SERVICES, INC	121.84
9/20/2010	GEN 4800	SPRINT	540.84
9/20/2010	GEN 4801	FRASER TREBILCOCK DAVIS & DUNLAP	7,357.50
9/20/2010	GEN 4802	PNC BANK, NA	12,380.00
9/20/2010	GEN 4803	HSBC BUSINESS SOLUTIONS	1,411.26
9/20/2010	GEN 4804	HOME DEPOT CREDIT SERVICES	257.77
9/20/2010	GEN 4805	RBK BUILDING MATERIALS	501.00
9/20/2010	GEN 4806	MOLENAAR & ASSOCIATES, INC	600.00
9/20/2010	GEN 4807	OETZEL-HARTMAN GROUP	2,400.00
9/20/2010	GEN 4808	MERIDIAN APPRAISAL SERVICES	2,000.00
9/20/2010	GEN 4809	THERMAL INSPECTION SERVICES LLC	2,800.00
9/20/2010	GEN 4810	ETC	415.00
9/20/2010	GEN 4811	TRITERRA	1,200.00
9/20/2010	GEN 4812	KEBS, INC.	2,400.00
9/20/2010	GEN 4813	SOIL AND MATERIALS ENGINEERS, INC.	3,000.00
9/20/2010	GEN 4814	ASBESTOS ABATEMENT INCORPORATEI	800.00
9/20/2010	GEN 4815	J. F. SHEWCHUCK CONSTRUCTION	2,085.00
9/20/2010	GEN 4816	DAVIS GLASS & SCREEN	278.83
9/20/2010	GEN 4817	ROBERT E ESCHBACH	130.00
9/20/2010	GEN 4818	DISCOUNT CARPET WAREHOUSE	3,814.96
9/20/2010	GEN 4819	C&S CONSTRUCTION	1,141.00
9/20/2010	GEN 4820	DICK CORTRIGHT	4,485.00
9/20/2010	GEN 4821	HOLT ELECTRIC & SON	2,695.00
9/20/2010	GEN 4822	WES STEFFEN PLUMBING	2,700.00
9/20/2010	GEN 4823	ANDREW GARZA	1,350.00
9/20/2010	GEN 4824	SC SERVICES ENVIRONMENTAL	25,769.00
9/20/2010	GEN 4825	VESTA BUILDING INDUSTRIES	3,739.80
9/20/2010	GEN 4826	LJ TRUMBLE BUILDERS	34,823.00
9/20/2010	GEN 4827	THOMAS KRYCINSKI	7,440.00
9/20/2010	GEN 4828	DC BUILDING AND DEVELOPMENT, LLC	5,100.00
9/20/2010	GEN 4829	NORSHORE BUILDING INC	8,190.94
9/20/2010	GEN 4830	WOODWORKS & DESIGN CO.	1,223.13
9/20/2010	GEN 4831	THE BUG MAN	125.00
9/20/2010	GEN 4832	EIKENHOUT, INC.	32.87
9/20/2010	GEN 4833	STANDARD ELECTRIC COMPANY	440.95
9/20/2010	GEN 4834	SEARS COMMERCIAL ONE	4,638.00
9/20/2010	GEN 4835	AMERICAN RENTALS INC.	176.00
9/20/2010	GEN 4836	VET'S ACE HARDWARE	96.83
9/20/2010	GEN 4837	HAZEN LUMBER, INC.	4,841.15
9/20/2010	GEN 4838	PAM BLAIR	60.00
9/20/2010	GEN 4839	CITY OF MASON	221.00
9/20/2010	GEN 4840	DBI BUSINESS INTERIORS	431.36
9/20/2010	GEN 4841	RIZZI DESIGNS	2,552.50
9/20/2010	GEN 4842	OAKLAND CENTER LLC	500.00
9/20/2010	GEN 4843	INGHAM COUNTY HOUSING COMMISSIOI	1,859.00
9/20/2010	GEN 4844	LABREN'S LAWN & SNOW	1,560.00
9/20/2010	GEN 4845	LANSING NEIGHBORHOOD COUNCIL	1,380.00
9/20/2010	GEN 4846	FRITZY'S LAWN & SNOW	2,150.00
9/20/2010	GEN 4847	MOW MASTER	1,404.00

Check Date	Bank/Check #	Name	Amount	Page4
9/20/2010	GEN 4848	INTEGRITY LAWN MAINTENANCE	1,190.00	
9/20/2010	GEN 4849	AMO INSPECTIONS & APPRAISALS	1,458.00	
9/20/2010	GEN 4850	JOSEPH G BONSALE	169.43	
9/20/2010	GEN 4851	DAWN VAN HALST	78.15	
9/20/2010	GEN 4852	TABITHA JACOBS	25.97	
9/20/2010	GEN 4853	DENNIS GRAHAM	181.50	
9/21/2010	GEN 4854	CITY OF LANSING, WRS	43.00	
9/28/2010	GEN 4855	CAPITAL FUND TITLE SERVICES, LLC	13,343.34	
9/29/2010	GEN 4856	CAPITAL FUND TITLE SERVICES, LLC	<u>12,323.91</u>	
Total of Checks			704,658.37	

Agenda Item 3b

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

Assets	
Cash	\$ 248,443.68
Accounts Receivable	11,771.85
Land Contract Receivable	822,407.45
Land Contract Interest Receivable	16,810.94
Brownfield Receivable	289,848.63
Land Contract Escrow	12,297.51
Notes Receivable	14,462.81
Specific Tax Receivable	5,714.37
OCOF Nonprofit Receivable	5,967.40
Ingham County Receivable	5,745.37
NSP1 Lansing City Receivable	112,575.94
NSP County Receivable	11,400.55
Home Program Receivable	13,350.00
Inventory	<u>6,596,304.67</u>
Total Assets	\$8,167,101.17
Liabilities	
Notes Payable	
PNC Bank	4,575,000.00
Due to Ingham County	319,136.22
Rental Deposit	1,350.00
Land Contract Escrow	<u>4,296.50</u>
Total Liabilities	\$4,899,782.72
Retained Earnings	\$2,187,077.29
Total Net Assets	<u>\$1,080,241.16</u>

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

Revenues

Property Sales	\$665,678.02
Brownfield Revenue	78,383.33
NSP1 Lansing City Revenue	1,304,019.13
NSP2 MSHDA Adm. Fee Revenue	12,091.00
NSP1 County Revenue	8,410.18
Youth Build Revenue	50,217.68
Home Program Income	167,695.40
Interest Income	54,591.67
Rental Income	16,116.00
Developer Fee Revenue	126,380.99
Miscellaneous Income	247.58
Late Fee Revenue	231.09
Specific Tax Revenue	11,644.91
County Appropriation	<u>250,000.00</u>
Total Revenue	\$2,745,706.98

Operating Expenses

Cost of Land Sold	1,037,775.56
Cost of Land Sold-FEMA	63,898.67
Supplies	10,456.78
Audit Fee	1,980.00
Communication	3,398.44
Security	400.52
Memberships	954.00
Rental	4,550.00
Equipment-Small Purchase	2,641.41
Appraisals	1,500.00
Postage	1,009.34
Public Relations/Media	8,437.98
Interior Staging	94.92
Consultants	20,300.00
Bank Fees	342.35
Legal	18,919.08
Contractual Service	31,016.00
Software	1,114.00
Garden Project	5,617.15
Travel	1,292.95



STATE OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
SEPTEMBER 30, 2010  
(Continued)

Conferences	3,295.00
Payroll Reimbursement	53,670.64
Americorp Membership	7,960.00
Employer Tax Liability	1,340.22
Payroll Service	110.21
Workers Compensation	950.15
Utilities	1,375.65
Building Maintenance	2,754.22
Interest Expense	33,987.65
Prior Year Expense	566.40
Land Contract Default	79,263.01
HOME Lansing City	1,973.04
NSP1 Lansing City	47,513.53
NSP Ingham County	1,658.13
NSP II	<u>213,348.82</u>
Total Expense	\$1,665,465.82
Total Net Assets, end of period	<u>\$1,080,241.16</u>