**INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY**

**Services Contract**

*Effective for contracts issued after 1/17/12*

**THIS CONTRACT,** dated this \_\_\_\_\_\_ day of September, 2020, between the INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY, a Michigan public corporation, whose address is 3024 Turner Street, Lansing, Michigan 48906 (hereinafter the “Land Bank”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Vendor”), sets forth the terms and conditions for work to be performed pursuant to RFP Packet #: TREES 08-2020, Tree and Brush Removal & Trimming Services

**WHEREAS,** the Land Bank desires to enter into a contract to retain Vendor to perform the work set forth herein; and

**WHEREAS,** Vendor desires to perform the work set forth herein for the Land Bank.

**NOW THEREFORE,** for and in consideration of the mutual promises contained herein and payment based on the unit pricing provided by Vendor and contained in Attachment A, to be paid pursuant to the terms set forth below, the Land Bank and Vendor agree to the following:

**ARTICLE I. General Conditions**

1. Term
This contract between the Land Bank and Vendor shall continue in effect for a period of Twelve (12) monthsfrom the day and year first written above unless otherwise terminated pursuant to the terms set forth below.
2. Work Specifications
The specifications entitled “RFP Packet # TREES 08-2020, Tree and Brush Removal & Trimming Services” (hereinafter “Work Specifications”) are hereby incorporated into this contract and made a part hereof for the purpose of setting forth the work to be performed under this contract.
3. Acceptance of Bid and Start of Work
Vendor’s bid on the Work Specifications is hereby accepted by the Land Bank, with any modifications that have been noted by the parties and is hereby incorporated into this contract and made a part hereof for the purpose of further setting forth the work to be performed under this contract.

Upon acceptance of the bid and submission of evidence of satisfactory insurance coverage and applicable professional licensure, the work to be performed under this contract shall begin the above stated date.
4. Completion of the Work
The work to be performed under this contract shall be completed within a mutually agreed upon timeframe, unless Vendor can show just cause for the delay of completion and obtains an extension of time in writing from the Land Bank.

If Vendor fails to complete the work within the specified time, the Land Bank will send Vendor a letter by Certified Mail requesting satisfactory completion of the work within ten (10) days from the date of the letter. If Vendor fails to satisfactorily complete the work within the ten (10) day period, the Land Bank will hire another Vendor to complete the work. The second Vendor will be paid first. Vendor will only be entitled to the difference between the contract amount and what is paid to the second Vendor, providing Vendor performed sufficient and acceptable work.

If at any time Vendor, in the sole discretion of the Land Bank, abandons the work to be performed under this contract, becomes habitually negligent of their obligations hereunder or fails to prosecute the work with reasonable diligence so that the time of final completion shall be unnecessarily delayed, such failure shall be regarded as a material breach of this contract between the Land Bank and Vendor, and the Land Bank may terminate this contract effective as of the date of delivery of written notification to Vendor.
5. Changes in Work
No changes in this contract or the incorporated Work Specifications shall be made except by written instrument, accepted by the Land Bank and Vendor.
6. Subcontractors and Assignments
No subcontract or assignment of this contract shall be made without the written consent of the Land Bank.
7. Professional Standards
It is Vendor’s responsibility to obtain and maintain any and all necessary professional licenses required to do the work set forth herein and, when applicable, to arrange for subsequent inspections through the appropriate authorities. Vendor will comply with all applicable professional work practice standards required or established by governmental or professional entities, whether or not specifically stated in the Work Specifications. Vendor will comply with all applicable State and Federal Codes and Laws. When more than regulatory provision applies to a condition or activity, the most stringent shall be used.
8. Living Wage. Vendors contracting with the Land Bank primarily to perform services are required to pay their employees a “living wage” if the following two (2) conditions apply: (1) The total expenditure of the contract or the total of all contracts the vendor has with the Land bank exceeds $50,000 in a twelve (12) month period; and (2) the employer has more than five (5) employees. Subcontractors providing services who employ five (5) or more employees and where the total value of the contract exceeds $25,000 are also required to provide a living wage.

Living wage is defined as an hourly wage rate equivalent to 125% of the federal poverty level. For 2017, that figure is $15.38 per hour. Up to twenty percent (20%) of the “living wage” costs paid by the employer can be for an employee’s health care benefit. This wage rate applies to part time and full time employees.

1. Access to Records/Maintenance of Records
Vendor shall make available to the Land Bank any and all reports or records pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract for a period of five (5) years after final payments are made and all pending matters are closed.
2. Insurance
The attached Ingham County Land Bank Fast Track Authority Vendor Insurance Requirements (hereinafter “Insurance Requirements”) are hereby incorporated into this contract and made a part hereof for the purpose of establishing minimum insurance standards.

Before commencing work, Vendor shall purchase, maintain and furnish evidence of satisfactory insurance. The Land Bank may withhold payments if Vendor has not delivered policies of insurance and endorsements or evidence of their renewal as specified in the Insurance Requirements.

Any and all required insurance policies shall be maintained until all work required under this contract has been completed to the Land Bank’s satisfaction. Vendor shall be responsible for providing evidence of the renewal of any insurance policy.
3. Method of Payment
The attached Ingham County Land Bank Fast Track Authority Invoice Requirements are hereby incorporated into this contract and made a part hereof for the purpose of establishing a uniform invoicing process.

The Land Bank will receive and pay from an original invoice in an amount equal to the work completed, inspected and approved by the Land Bank or its representative as often as twice monthly. All invoices submitted for payment must be received in the Land Bank offices according to the published schedule.

Any work performed by Vendor not stated in the Work Specifications or otherwise authorized in writing by the Land Bank will not be paid under this contract. Final payment will not be released prior to written acceptance of the work as specified below.
4. Disputes Arising Under the Contract
In the event a dispute arises hereunder between Vendor and the Land Bank, the parties hereby agree: In the event an impasse is reached between the parties during the performance phase of the project, a mutually agreed upon mediator will be appointed to act as intermediary of the dispute; once project completion and final disbursement of funds has occurred, the Land Bank accepts responsibility for obtaining relief through appropriate channels.
5. Non -Compliance
In the event Vendor has demonstrated non-compliance with any of the clauses contained herein or those attached to the contract, the contract may be canceled, terminated or suspended, in whole or in part, and Vendor may be declared ineligible to bid on or participate in future Land Bank projects.
6. Waivers
No failure or delay on the part of either of the parties to the Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
7. Choice of Law/Venue
This contract shall be construed according to the laws of the State of Michigan. The Land Bank and Vendor agree that the venue for the bringing of any legal or equitable action under this contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. Any action brought under this contract shall originate in the 54A District Court of the State of Michigan. In the event that any action is brought under this contract seeking damages in excess of $25,000, the venue for such action shall be the 30th Judicial Circuit Court of the State of Michigan. In the event that any action is brought under this contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**ARTICLE II. Work**

1. Access to Property and Utilities
The Land Bank shall supply Vendor, at no cost, the use of existing utilities such as light, heat, power, and water necessary to the performance and completion of the work. The Land Bank shall provide Vendor access to the property during the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday or as otherwise mutually agreed between the parties.
2. Materials
Vendor shall provide all materials, equipment and labor necessary to perform the work stated in the Work Specifications or otherwise authorized in writing by the Land Bank not identified as Land Bank Provided.
3. Workmanship
All work performed under this contract shall be completed in a good and reasonable workmanlike manner in strict adherence to the Work Specifications and governing regulations and standards. All work shall be performed by persons skilled in their particular trade and in the tasks assigned to them.
4. Acceptance of the Work
Upon completion of the work, the Land Bank or its representative shall ascertain if the work stated in the Work Specifications has been completed satisfactorily. If it is determined that the work has not been completed satisfactorily or not in accordance with the Work Specifications, the Land Bank shall, by written notice to Vendor, advise Vendor to complete and/or correct the unsatisfactory work within ten (10) days from the receipt of the written notification by the Land Bank.

**ARTICLE III. Warranties**

1. Duty to Defend and Hold Harmless
Vendor shall at its own expense protect, defend, indemnify, and hold harmless the Land Bank, its elected and appointed officials, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that it may incur as a result of any acts, omissions or negligence of Vendor, its employees or agents which may arise out of the contract.

Vendor’s indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Land bank, or its elected and appointed officials, employees or agents or by the insurance coverage obtained and/or maintained by Vendor pursuant to the requirements of this contract.
2. General Guarantee
Vendor expressly and impliedly warrants against any faulty materials or workmanship. Vendor expressly guarantees and agrees to remedy any defects in the work and to pay for any damage to other work resulting therefrom.

**ARTICLE IV. Statutory Requirements**

1. Non-Discrimination
During the performance of this contract, Vendor hereby agrees to adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

	1. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended;
	2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended;
	3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted there under;
	4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USC §12101 et seq.) , as amended, and regulations promulgated there under;
	5. If applicable, Section 109 of the Housing and Community Development Act of 1974 (42 USC §5309) as supplemented in Department of Housing and Urban Development regulations (24 CFR 570).

Furthermore, Vendor, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes is a bona fide occupational qualification).

Any violation of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Vendor is providing goods or services to the Land Bank shall be regarded as a material breach of this contract between the Land Bank and Vendor, and the Land Bank may terminate this contract effective as of the date of delivery of written notification to Vendor.

1. Equal Employment Opportunity (Executive Order 11246)
Vendor hereby agrees to comply with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR 60) for all contracts in excess of $10,000.

During the performance of this contract, Vendor hereby agrees as follows:
	1. Vendor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, weight, height, or marital status. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, national origin, religion, sex, weight, height, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
	2. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, sex, weight, height, or marital status.
	3. Vendor, or its collective bargaining representative, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker’s representative of Vendor’s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
	4. Vendor will comply with all provisions of Executive Order 11246 of September, 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
	5. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to its books, records, and accounts by the Land Bank, the Secretary of Labor and the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
	6. In the event of Vendor’s noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
	7. Vendor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations, and orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor shall take such action with respect to any subcontractor or purchase order as the Land Bank may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Land Bank, Vendor may request the United States to enter into such litigation to protect the interests of the United States.
2. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities
If the work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u), the following shall apply:

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

Vendor, or its collective bargaining representative, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker’s representative of Vendor’s commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Vendor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development (24 CFR 135). Vendor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Vendor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Vendor’s obligations under 24 CFM part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its vendors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

If work performed is in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontract shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

1. Davis-Bacon Act
If applicable, the Vendor agrees to comply with the Davis-Bacon Act of 1931 (40 USC §276a) as supplemented by Department of Labor regulations (29 CFR parts 1, 3, 5, 6, and 7).
2. Contract Work Hours and Safety Standards Act
If applicable, the Vendor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §327 et. seq.) as supplemented by Department of Labor regulations (29 CFR part 5).
3. Copeland “Anti-Kickback” Act
If applicable, the Vendor agrees to comply with the Copeland “Anti-Kickback” Act (18 USC §874 and 40 USC §276c) as supplemented by Department of Labor regulations (29 CFR part 3).
4. Subcontractors. When a project is funded using any federal funding per FAR Subpart 9.4 and Executive Order 12549 and 12689 and the Government-wide Non-procurement Suspension and Debarment Common Rule (68 FR 66533), the Ingham County Land Bank Fast Track Authority can only solicit offers from, award contracts to and consent to subcontractors with responsible vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in the affected program. The Vendor agrees that they are not debarred or suspended from participation in this program, nor is any interested party, nor any subcontractor debarred or suspended from participation in this program.

Vendor shall submit, in writing, all names and relevant identification information to Ingham County Land Bank Fast Track Authority of all subcontractors prior to performing work on above referenced project for review and verification. Failure to do so will result in work stoppage and be considered breach of contract.

1. Patent Rights, Copyrights and Rights in Data. If this contract results in any copyrightable materials or inventions, the Vendor agrees to comply with Land Bank’s requirements and regulations pertaining to patent rights with respect of any discovery or invention which arises or is developed in the course of or under such contract. The Vendor also agrees to comply with the Land Bank’s requirements and regulations pertaining to copyrights and rights in data, and reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
2. Clean Air and Water Act and Federal Water Pollution Control Act and EPA Regulations. For contracts and subcontracts of amounts in excess of $100,000 the Vendor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended, as applicable to this contract. Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
4. Energy Policy and Conservation Act. Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871), as applicable to this contract.
5. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
6. Iran Linked Business. The Contractor, in its Proposal and by its entry into this Agreement, certifies to the Land Bank that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran Linked Business” engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.
7. Compliance with Requirements in Part 92. The Contractor is subject to the requirements in Part 92, except 92.352, that are applicable to the City of Lansing, except §§ 92.505 and 92.506 do not apply, and the Contractor cannot assume the participating jurisdiction responsibilities for environmental review, decision making, and action under § 92.352. Applicable requirements include § 92.350, “Other Federal Requirements and Non-Discrimination”, § 92.351 “Affirmative marketing; minority outreach program, §92.354 “Labor”, §92.355 “Lead Based Paint”, §92.356 “Conflict of Interest”, § 92.357 “Executive Order 12372” and §92.358 “Consultant Activities”.
8. Compliance with COVID-19 health and safety guidelines. The Contractor is responsible for all members on abatement and demolition sites to comply with any executive orders issued by the Governor of Michigan related to the COVID-19 pandemic, up to and including social distancing and wearing face masks where applicable. The Contractor shall have a written health plan on file with the Ingham County Land Bank and the Ingham County Health Department regarding their steps and actions taken to prevent further spread of COVID-19.

**ARTICLE V. Agreement**

1. Severability
In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

The Land Bank and Vendor agree that if any part of this contract is held to be invalid, illegal or unenforceable, either party may open negotiations solely with respect to a substitute for such invalid, illegal or unenforceable portion, within two (2) weeks after a ruling has been made.
2. Entirety of Agreement
This contract constitutes the entire agreement between the Land Bank and Vendor. Any changes or modifications to this contract shall be in writing, signed by all parties hereto.

The Land Bank and Vendor agree that they have read this contract and understand the terms contained herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and year first written above.

CONTRACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By:

 Its:

STATE OF MICHIGAN)

COUNTY OF INGHAM)

 The foregoing instrument was acknowledged before me in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Michigan, this \_\_\_\_\_\_\_ day of September, 2020, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company).

 Notary Public, State of Michigan

 County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My Commission Expires:

 Acting in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INGHAM COUNTY LAND BANK

FAST TRACK AUTHORITY

 By: Roxanne L Case

 Its: Executive Director

STATE OF MICHIGAN)

COUNTY OF INGHAM)

 The foregoing instrument was acknowledged before me in Ingham County, Michigan, this \_\_\_\_\_\_\_ day of September, 2020, by Roxanne L. Case on behalf of the Ingham County Land Bank Fast Track Authority.

 Notary Public, State of Michigan

 County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My Commission Expires:

 Acting in the County of Ingham