



Leelanau County Government Center

Leelanau County Land Bank Authority (LC-LBA)

Website: <http://www.leelanau.gov/landbank.asp>

8527 E. Government Center Dr.
Suttons Bay MI 49682 231-256-9838

NOTICE OF MEETING

The Leelanau County Land Bank Authority (LC-LBA) will
meet **On Tuesday April 18th, 2023 at 9:00 am**
at the
Leelanau County Government Center

DRAFT AGENDA

PLEASE TURN OFF ALL CELL PHONES

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES March 21st, 2023 **pages 2-5**

PUBLIC COMMENT

➤ UNFINISHED BUSINESS

➤ DISCUSSION/ ACTION ITEMS

1. Review Land Bank Vacant Parcels RFP **pages 6-12**
2. 2023 Foreclosure Review **pages 13-16**
3. Habitat/Homestretch/REMAX Updates **pages 17-22**
4. Any other business

CLAIMS & ACCOUNTS

POST AUDIT

CORRESPONDENCE/COMMUNICATION ITEMS

PUBLIC COMMENT

MEMBER COMMENTS

CHAIRPERSON COMMENTS

ADJOURN

Members

John A. Gallagher III – Chair
Dan Heinz – Vice Chair
Trudy Galla -- Secretary
Rick Foster -- Treasurer
Deb Allen
Richard Isphording
Gwenne Allgaier

A regular meeting of the Leelanau County Land Bank Authority (LCLBA) was held on Tuesday, March 21, 2023 at the Leelanau County Government Center.

CALL TO ORDER

Meeting was called to order at 9:00 am by Chair Gallagher who led the Pledge of Allegiance.

ROLL CALL

Members Present: G. Allgaier, D. Allen, T. Galla, J. Gallagher, D. Heinz, R. Isphording

Members Absent: R. Foster
(prior notice)

Public Present: L. Mawby, J. Shaw, J. Stimson (9:11), J. Hawkins (9:40)

Staff Present: T. Galla, Director, G. Myer, Senior Planner

APPROVAL OF AGENDA

Gallagher added “Discussion of offer received” as Item #4 under “Discussion/Action Items.”

Motion by Isphording, seconded by Allen, to approve the agenda as amended. Motion carried 6 -0.

APPROVAL OF FEBRUARY 21, 2023 MINUTES

Heinz pointed out that Call to Order needed to be changed from Foster to Gallagher.

Motion by Allgaier, seconded by Isphording, to approve the minutes as amended. Motion carried 6 -0.

PUBLIC COMMENT

Jeff Shaw, supervisor of Elmwood Township gave thanks for the \$57,000.00 received from the blight elimination grant to clean up the parking lot.

UNFINISHED BUSINESS- None.

DISCUSSION/ ACTION ITEMS

State Land bank Authority Agreement Approval

(Hawkins present)

Gallagher said the state review board determined that their requested was not all eligible activities so they took the scope of the project and narrowed it down to only eligible activities which included demolition and a blight removal. The reconstruction portion of it was removed from the ask and narrowed down to just the demolition portion. The balance of the award is guaranteed for the second round. Anything above that is on a first come first serve basis, that is his understanding. The second round will be available in early April. With this agreement, they are working with Elmwood Township in submitting a request for payment. Gallagher is looking for authorization from either Chair, Secretary or both to work with Elmwood Township to approve this agreement and accept the award of \$57,000.00. Galla

suggested Gallagher sign since his name as Chair is on it. Galla pointed out that they are the grantee so there is responsibility with the LBA to make sure this is done properly. There is a step that also says they need to identify a project manager and she would like to suggest it be their Chairman, Gallagher. Gallagher is fine with that.

Motion by Galla, seconded by Isphording, to approve and acceptance of State Land Bank agreement, Chair Gallagher being project manager and designated representative. Motion carried 6-0.

Maple City Crossing Joint Deed Update

Gallagher said at the last discussion, the land bank should deed the property as they sell, rather than all at once. Allowing them to time the admission to the roll, so that 550 tax increment financing (TIF) is appropriate for each unit/parcel. They have the language for the meets and bounds and they will recommend the deeds are sent to corporate council. Galla said it is ideal for the land bank and Habitat for Humanity to co-own the property so they can joint deed to the new buyers. This being so they can get their interest out of the property. They don't want any interest left in the property since it was purchased as a metes and bounds and turned into a condo.

(Stimson present)

Heinz asked about the 550 TIF, if the deed is conveyed this way, do they get less? Gallagher stated that Habitat for Humanity does not have the authority or ability to collect any of that. Gallagher will bring back next month, hopefully with closing dates and deeds.

Review Land Bank Parcels

Galla reviewed the maps from the agenda packet. The last two parcels identified as sold are the piece in Peshawbestown and the other one is for sale in Cherry Wood Court. Galla identified zoning for each parcel, zoning restrictions, minimum square footage, and any subdivision restrictions.

- Centerville Township parcel: no minimum lot size, Residential 1 zoning located in Sugar Loaf Manor Green, minimum of 1,000 square foot, 1 – 1 ½ story is not less than 700 square feet on each floor.
- Elmwood Township parcel: 1,000 square foot minimum building size for a one-story building, two story 1,300 minimum square foot. Zoned as Residential 1.
- Leelanau Township parcel: located in North Forrest Beach Shores, zoned Residential 4, with a minimum 720 square foot.
- E. Tatch Rd. parcel: in the Commercial Resort District with a minimum 720 square foot building size

Galla stated she wanted to take a look at what the restrictions were and what properties could be built on. All properties are platted subdivisions except for the E. Tatch Rd. property, which is a meets and bounds. It is possible to build on this parcel, if they are interested in going that route. Gallagher likes the E. Tatch Rd. parcel as a commercial resort, but doesn't think they should look to get it rezoned for residential. Galla said they can check to see if a residential home is possible in the commercial district.

Discussion ensued on surrounding parcels.

Galla mentioned that the E. Tatch Rd. parcel is the one that they asked the Grand Traverse Band

of Ottawa and Chippewa Indians to swap for another parcel and they declined. Gallagher said with this information and knowing they can build on these; it is not unreasonable to think that they couldn't find a builder interested in 1000 square foot homes. They should continue to move forward on these and look for builders now. Galla said there is definite interest on the E. Tatch Rd. parcel. Allgaier said they should move forward with looking for a builder.

Gallagher will bring a list of solicitors or solicitation ideas at the next meeting. Galla instead suggested to put out a formal RFP (request for proposal) to look for builders now. Isphording said the more they learn about the property, the better they will be to accept an offer. Allen questioned how the LBA acquired these parcels and if they know they are all buildable.

Gallagher said they have not had the parcels perc tested, that will be the next step to have it build ready. Gallagher will hopefully have an RFP ready for review at next month's meeting.

Heinz questioned if any of the money coming in could be allocated to this? Gallagher said there is money coming in next quarter that might address that but currently unaware of any funding now. Galla said with regard to the MSHDA (Michigan State Housing Development Authority) funds, organizations such as HomeStretch and Habitat for Humanity, have already been tapping into the funds for their qualified projects. This is why she suggests an RFP so they can be more specific on what they are looking for. All homes are needed, even above 100-120% AMI (area median income). Gallagher said the upcoming funding could be used for that gap.

Hawkins commented that the missing middle program opened up yesterday, up to \$80,000.00 per unit with a maximum of 5 million dollars total, per project. Allgaier questioned who pays back the \$80,000.00. Stimson said it was a ten-year commitment. If you sell the house in five years, you owe 80%, if you stay the full ten years it's forgiven. (Note: the rest of Stimson's comments were inaudible)

Gallagher brought the meeting back to the agenda and said he will try to have something sent to corporate counsel on the RFP's and have it ready at the next LBA meeting. Allgaier asked if this will be for only the E. Tatch Rd. parcel or all of the parcels. Gallagher said it would be applicable to all of the parcels.

Discussion On Offer Received

Gallagher reported on the late addition of the offer on a vacant Cherry Homes subdivision lot. The cash offer was for \$19,900.00. Gallagher reviewed the additional conditions.

Heinz discussed another lot sold in that subdivision and the listing price and asked if they could counter offer? Gallagher said he did not have any conversation with the realtor, he was just bringing it back for review today. Allgaier said usually if someone makes an offer, they are expecting a counter offer. Can we ask Gallagher to counter with a good offer?

Discussion ensued on the amount of a counter offer.

Allgaier stated that if we counter, they are still getting a deal. Gallagher reviewed their options, rejection, and counter offer. This is the first offer they have had and he feels it is low. Galla said they did list this lower already and she is okay with a counter offer.

Motion by Allgaier, second Isphording, to reject the offer. Motion carried 6-0.

Gallagher asked if they want to approve the chair to negotiate? It was Gallaghers understanding that if

they receive an offer for full price, can he move forward and close on it.

Motion by Isphording, seconded by Allgaier, to allow Gallagher to accept a full price offer and close upon satisfaction of purchase agreement conditions \$24,900.00

Allen asked if they were giving this entity the first option or is this for any offer. Gallagher said first option at listing price.

Discussion on another parcel ensued.

Motion on the table carried 6-0.

CLAIMS & ACCOUNTS -None.

POST AUDIT- None.

CORRESPONDENCE/COMMUNICATION ITEMS - None.

PUBLIC COMMENT

Mawby stated what he thought the zoning was on the parcels discussed. Hawkins said at the state level they are very supportive of affordable housing. He mentioned senate bills, one to amend a bill to further assist housing, and the ability to capture school taxes. This opens the door for an additional revenue stream to help offset some costs, etc. Gallagher asked Hawkins if he is looking for a letter of support at this time. Hawkins said possible support from the land bank might be a good idea. He has a fact sheet he can provide.

MEMBER COMMENTS

Galla commented on the 1st right of refusal process. A parcel that the township did not take with the understanding that LBA was going to take it, but didn't, ended up being sold and is now being used as a STR. Going forward, Galla suggests more communication is needed with the townships and communities to better understand the process on what can be done. Gallagher said it wasn't something that the LBA could have gotten into with the info we had at that time. Galla said at the time they didn't have the blight elimination funds which could have been used.

CHAIRPERSON COMMENTS – None.

ADJOURNMENT

Meeting adjourned at 9:59 a.m.

Request for Proposal
Single-Family Residential New Construction
at
Leelanau County
Parcel # 33-01-01-30-478-121

Introduction:

The Leelanau County Land Bank Fast Track Authority (LBA) is requesting proposals for a Single-Family Residential New Construction. This project was established to create affordable housing.

Vendor selection will be based upon proposal submitted to the Leelanau County Land Bank by LBA staff, and it is the intent of LBA to award to the lowest, most qualified, and responsible bidder.

Release Date: August 18, 2022

Contractor to bid: General with Trades

Bid Due by: September 8, 2022, 3pm

Bid Opening: September 8, 2022, 3pm

At: Leelanau County Land Bank Office
8527 E. Government Center Drive, STE 104
Suttons Bay, MI 49682

If you have any questions about this Request for Proposal, please feel free to contact:

- John A Gallagher; LBA Chair jgallagher@leelanau.gov

Instructions to Bidders

1. BID PROPOSAL CONTENT

Bid proposal documents should include, but not limited to, the following:

- Bid Specifications / Proposal
- Contractor and Subcontractor Summary
- Proposed Work Schedule for Completion
- Certifications and Authorized Signatures form
- Certificate of Compliance with Public Act 517 of 2012
- Bonding documentation
- Evidence of required insurance
- Copies of current and applicable (state and local) licenses, certifications, trainings completed, etc.

2. BASIS OF PROPOSAL

Proposals are solicited for the completion of all work as described in the specifications and/or shown on the plans. The basis on which proposals will be received will be:

- A. Base Proposal Sum, to include all work called for as part of the Technical Specifications with the exception of alternates.
- B. Individual prices for stated alternates. Alternates called for as part of the technical specifications shall be selected from the Contractor's proposal by the Leelanau County Land Bank.

Proposals may be withdrawn by bidders prior to, but no later than, the time fixed for the opening of bids. Submit sealed bids, labeled as "New Construction", prior to the opening date, when bids will be opened and read aloud at the Leelanau County Land Bank Office. If the Leelanau County Land Bank does not accept the proposal within 45 days, after the opening date, Contractor may withdraw his/her proposal.

3. EXAMINATION OF PREMISES

The Contractor shall familiarize himself/herself with local conditions affecting the job. He/she shall take his/her own measurements and be responsible for the correctness of same. Any variance of Contract documents from legal requirements and/or field conditions shall be promptly reported to the Leelanau County Land Bank. Contractor shall be responsible for any examination and no allowances will be made in his/her behalf by reason of error and omission. If any part of the Contractor's work depends for proper results upon existing work or the work of another, Contractor shall notify the Leelanau County Land Bank before commencing work of any defects that will affect the results. Failure to so notify will constitute his/her acceptance of the conditions.

4. CONTRACT

Please review the draft Contract included with this Request for Proposal (RFP). By submitting a bid, Respondents indicate agreement with its contents. It will be signed in accordance with all documentation required with this RFP.

5. SIGNATURES

All bidders shall place on file with the Leelanau County Land Bank, a notarized statement indicating those individuals authorized to sign proposals on behalf of the Corporation, Partnership and/or Individual. (See attached form.) Said Notarized statement may be placed on file prior to the submission of any Proposals and updated as the status of the authorized individuals change, or may be submitted with each proposal.

6. CERTIFICATE OF INSURANCE

All bidders shall have on file with the Leelanau County Land Bank certificates of all such insurance required under "General Instructions, INSURANCE" within seven (7) calendar days after receipt of the notice of award (see Section 4 above), unless said certificates are already on file. Further insurance and certificates must include an endorsement providing for ten (10) days prior written notice to the Leelanau County Land Bank of termination, expiration, or material change of terms.

7. BID BOND for bids over \$99,999.00

Contractor is required to provide a Bid Bond or Bid Guarantee of 5% of the bid price with any bid over \$99,999 to ensure that the bidder has the financial means to execute the contract and provide required Performance Bond/Payment Bond if awarded. A bid will not be considered as a qualified bid if it is not accompanied by a bid bond.

8. PERFORMANCE BOND for bids over \$99,999.00

For contract amounts above \$99,000.00, a performance bond in the amount of 100% of the contract price must be procured by the contractor and presented to the Leelanau County Land Bank within one week of bid qualification.

9. PAYMENT BOND for bids over \$99,999.00

For contract amounts above \$99,999.00, a performance bond in the amount of 100% of the contract price must be procured by the contractor and presented to the Leelanau County Land Bank within one week of bid qualification.

10. CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

All bidders must complete the attached Certificate of Compliance with Public Act 517 of 2012, by which the bidder certifies that neither it nor any of its successors, parent companies, subsidiaries, or companies under common control, is 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. In the event it is awarded a Contract as a result of this solicitation, the bidder will not become an "Iran linked business" during the course of performing the work under the Contract.

11. ACCEPTANCE AND REJECTION

A Contract shall be formed between the parties hereto by the Leelanau County Land Bank's acceptance of the Contractor's proposal, and it will be effective on the date stated on the Bid Specification/Proposal form. Upon acceptance by the Leelanau County Land Bank, a copy of the Contract (see draft attached) will be returned to the Contractor as his/her official notification of award. The Contract, however, shall not be in force until the Contractor has complied with all the requirements of insurance and received the Proceed to Work Notice from the Leelanau County Land Bank set forth herein. By the execution of the Contract, the Contractor and the Leelanau County Land Bank hereby covenant in respect to any part of this Proposal and Contract. The Leelanau County Land Bank reserves the right to waive irregularities and to reject bids.

Bid Specifications / Proposal

Property Address:

Parcel #:

Name of Contractor: _____

I/We propose to furnish all supervision, labor, materials, tools, equipment, and services required to complete the work in accordance with the specifications and conditions contained herein, including attachments thereto, in consideration of the "Contract Amount" which shall consist of the "Base Proposal Sum" stated below plus any alternate(s) accepted by the Leelanau County Land Bank Fast Track Authority under his/her/their acceptance below and agree that this document and all attachments will constitute a contract upon acceptance by the Leelanau County Land Bank Fast Track Authority.

\$ _____ New Construction Single-Family Residential
Furnish and provide all permits, materials, and labor for the construction of a new home at this location, using prints, selection sheets, drawings, and other bid package materials.

Itemized Bid Estimation:

\$ _____ General

\$ _____ Plumbing

\$ _____ Electrical

\$ _____ Mechanical

\$ _____ Bid / Performance Bond
Bidder is required to provide a Bid Bond or Bid Guarantee of 5% of the bid price with any bid over \$99,999 to ensure that the bidder has the financial means to execute the contract and provide required Performance Bond/Payment Bond if awarded. A bid will not be considered as a qualified bid if it is not accompanied by a bid bond.

\$ _____ **Total Amount of Bid**

\$ _____ Alternate(s) (if any) _____
(Explanation / information)

\$ _____ Alternate(s) (if any) _____
(Explanation / information)

Authorized Signature of Contractor: _____

Name: _____

Title: _____ Date: _____

Contractor and Subcontractor Summary

Property Address:

Instructions: Complete this page and list prices on all line items in the Technical Specifications. Submit this cover sheet, all pages of the Technical Specifications and any Addendums attached to the Leelanau County Land Bank by the stated Due Date to be considered. Failure to complete all items may result in disqualification. All questions should be directed to the contact person listed on your Invitation to Bid.

Name of Contractor Submitting Bid: _____ *Total Amount of Bid:* _____

Contact Person: _____ Phone #: _____ E-mail: _____

Address: _____
(street) (city) (zip code)

Are you a Local Vendor? Yes No
 (Main operations are in Leelanau County)

Subcontractors (if any): List your subcontractors, including their business address, and an approximate dollar value of each contract. If your subcontractors qualify as a Women-Owned Business (WOB), a Minority Owned Business (MOB), or Section 3 Business, please check the correct box.

Business Name	Owner's Name	Street Address	City	Zip Code	Dollar Value	Check Any That Apply
						<input type="checkbox"/> MOB <input type="checkbox"/> WOB <input type="checkbox"/> Section 3
						<input type="checkbox"/> MOB <input type="checkbox"/> WOB <input type="checkbox"/> Section 3
						<input type="checkbox"/> MOB <input type="checkbox"/> WOB <input type="checkbox"/> Section 3
						<input type="checkbox"/> MOB <input type="checkbox"/> WOB <input type="checkbox"/> Section 3
						<input type="checkbox"/> MOB <input type="checkbox"/> WOB <input type="checkbox"/> Section 3
						<input type="checkbox"/> MOB <input type="checkbox"/> WOB <input type="checkbox"/> Section 3

(use additional sheets if you need more space)

Date Submitted: _____ Signed: _____

Attach details of your Bid to this sheet as provided.

Certifications and Authorized Signatures

Return with your Proposal package

Upon notice of acceptance of this packet, Respondent will execute a Contract Agreement and deliver properly executed insurance certificates to the Leelanau County Land Bank within seven (7) days.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF RESPONDENT

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if applicable): _____

Street: _____

City: _____ State _____ ZIP _____

Phone: _____ Fax: _____

Email: _____

The undersigned does hereby declare that it has legal status checked below:

- Individual
- Limited Liability Corporation (LLC)
- Partnership
- Corporation, State of Incorporation: _____

The names and address of all persons indicated in this Bid Proposal are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

This Proposal Packet is submitted in the name of

(Vendor)

Respondent hereby certifies that the information provided in their submittal to LBA is accurate and complete, and they are duly authorized to sign. Respondent hereby certifies that they have reviewed the RFP in its entirety and accepts its terms and conditions.

Signed: _____ Date _____

Print name:
Title

Certificate of Compliance with Public Act 517 of 2012

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, 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. In the event it is awarded a Contract as a result of this Request for Proposals, Company will not become an "Iran Linked Business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Title: _____

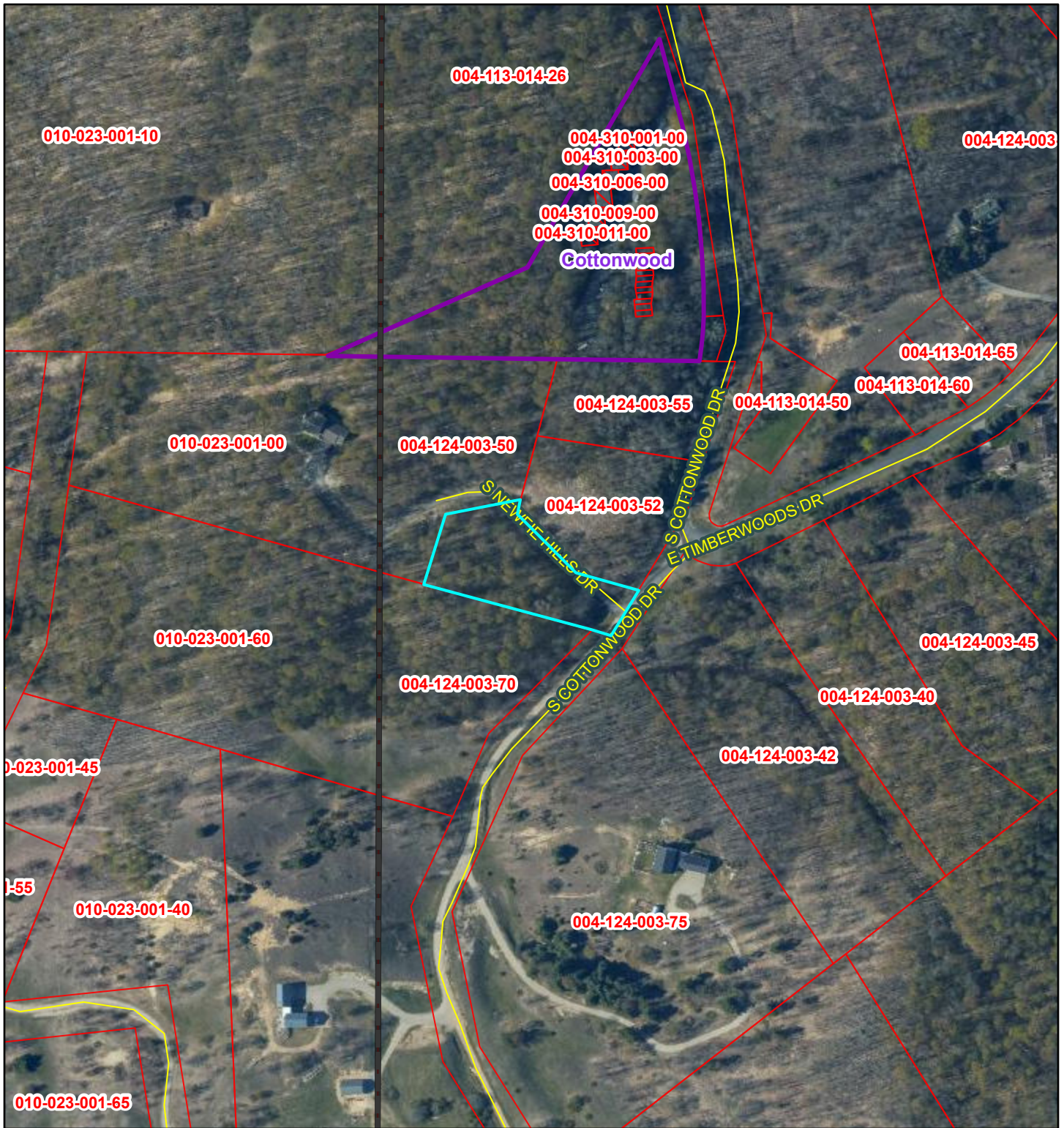
Date: _____

Subscribed to and sworn before me,

a Notary Public, on this _____ day of _____, 2022.

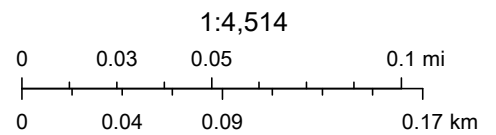
_____, Notary Public
_____ County, State of Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Leelanau Parcel Viewer



4/13/2023, 11:59:04 AM

- Roads
- Subdivisions & Condos
- Municipalities
- Tax Parcels
- Sections



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, GTC Equalization/GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin,

BY: jgallagher

Year of Foreclosure: 2023

DB: Leelanau

All Records

Fees Computed As Of: 04/13/2023

Parcel Number	Sale/Transfer Status	Base Tax Due	Admin Fee	Interest	EOS	Forcl. Liber	Forcl. Page	Date Recorded	Notice Exp
Publication	Pers Visit	Filing Exp	Forf Rcdng	NSF/Other	October Fee	March Fee	Frcl Rcdng	Sale Exp	Addl Filing
									Total Due
004-124-003-53	Not Transferred								
		611.47	24.46	149.45	0.00	0.00	30.00	175.00	0.00
		50.00	45.00	0.00	30.00	0.00	30.00	0.00	0.00
									1,145.38
									0.00
									0.00
									0.00
									(1,145.38)

BY: jgallagher

Year of Foreclosure: 2023

DB: Leelanau

All Records

Fees Computed As Of: 04/13/2023

Parcel Number	Base Tax Due Publication	Sale/Transfer Admin Fee Pers Visit	Status Interest Filing Exp	EOS Forf Rcdng	Forcl. Liber NSF/Other Rdmp Rcdng	Forcl. Page October Fee Frcl Rcdng	Date Recorded March Fee Sale Exp	Notice Exp Addl Filing Total Due
2022 1	60.73 0.00	2.43 0.00	1.21 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00 64.37
2021 1	266.22 0.00	10.65 0.00	37.27 0.00	0.00 0.00	0.00 0.00	15.00 0.00	0.00 0.00	0.00 0.00 329.14
2020 1	284.52 50.00	11.38 45.00	110.97 0.00	0.00 30.00	0.00 0.00	15.00 30.00	175.00 0.00	0.00 0.00 751.87
	611.47 50.00	24.46 45.00	149.45 0.00	0.00 30.00	0.00 0.00	30.00 30.00	175.00 0.00	0.00 0.00 1,145.38
1 Parcels Foreclosed							Sale Amount	0.00
							Over/ (Under)	(1,145.38)

BY: jgallagher

Year of Foreclosure: 2023

DB: Leelanau

All Records

Fees Computed As Of: 04/13/2023

Parcel Number	Base Tax Due Publication	Sale/Transfer Admin Fee Pers Visit	Status Interest Filing Exp	EOS Forf Rcdng	Forcl. Liber NSF/Other Rdmp Rcdng	Forcl. Page October Fee Frcl Rcdng	Date Recorded March Fee Sale Exp	Notice Exp Addl Filing Total Due
004 1	611.47 50.00	24.46 45.00	149.45 0.00	0.00 30.00	0.00 0.00	30.00 30.00	175.00 0.00	0.00 0.00 1,145.38
							Sale Amount	0.00
							Over/ (Under)	----- (1,145.38)
2022 1	60.73 0.00	2.43 0.00	1.21 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00 64.37
2021 1	266.22 0.00	10.65 0.00	37.27 0.00	0.00 0.00	0.00 0.00	15.00 0.00	0.00 0.00	0.00 0.00 329.14
2020 1	284.52 50.00	11.38 45.00	110.97 0.00	0.00 30.00	0.00 0.00	15.00 30.00	175.00 0.00	0.00 0.00 751.87

**NORTHERN GREAT LAKES REALTORS® MULTIPLE LISTING SERVICE LLC
BUY AND SELL AGREEMENT FOR VACANT LAND**

PAGE 2 OF 6

4. CLOSING: This sale is to be closed on or before 05/24/2023, 20 , unless otherwise agreed to in writing. The closing may be conducted by a title company or other escrow agent. The parties agree to equally divide the title company/escrow agent closing fee.

5. IMPROVEMENTS: Sale to include all trees, shrubbery, fences, or any existing improvements currently on the property.

6. OIL, GAS, and MINERAL RIGHTS: if any, are included YES NO, unless previously severed by former owner.

7. PRORATIONS: Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel, sewer and water bills as well as other liens assumed or to be paid by the Buyer shall be prorated as of the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Buyer with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Buyer with the portion from the date of closing to the next June 30.

8. ASSESSMENTS: Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges which are a lien at the date of this closing shall be paid by the Seller.

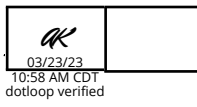
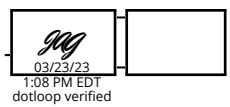
9. POSSESSION: Seller shall deliver and Buyer shall accept possession of the Property at closing.

10. PROPERTY DAMAGE: If the subject Property is extensively damaged or is destroyed by fire or otherwise prior to closing, the Buyer may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Buyer, this Agreement shall be void, and the Parties shall have no further duty to one another. If Buyer does not send notice of termination, the closing shall occur and all proceeds of insurance or claims under insurance policies, if any, shall accrue to the benefit of Buyer.

11. SELLER WARRANTY: Seller warrants that there are no lawsuits, health department, condemnation, zoning or other proceedings pending nor are there any unpaid bills resulting from improvements made to the Property within the last ninety (90) days which may give rise to the filing of a mechanic's lien. Seller warrants that Seller is not aware of any functional defects in the Property.

12. RELEASE: Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters. This paragraph shall survive a closing.

13. EARNEST MONEY DEPOSIT: Buyer deposits \$ 1,000 to be held by RE/MAX Bayshore ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, shall be made available for Buyer's inspection prior to closing.

Purchaser's Initials  Seller's Initials 

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If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the dispute resolution provisions in paragraph 24 below.)

14. COMPLIANCE: The parties will be held to strict compliance with the time limitations contained in this Agreement. If Buyer refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Buyer. If Seller defaults, the Deposit shall be returned to the Buyer and Buyer may pursue such legal or equitable remedies as Buyer may have against the Seller.

15. LIMITATION: Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary. This paragraph shall survive a closing.

16. PROPERTY INSPECTIONS: Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.



This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 45 days of the effective date of this Agreement. These inspections may include, but may not be limited to, surveys and site inspection by the Health Department, zoning determinations including number of possible splits, ordinance compliance checks, determinations of gas and oil rights, or such studies of the property Buyer deems advisable. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer in writing to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing within the time for inspections.

Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property. Buyer does not desire to obtain an inspection of the property.

17. UNPLATTED PARCELS: Buyer and Seller have been advised to seek expert opinion on the transfer of this parcel as to whether permitted by law, the effect on the remaining parcel, if any and buyer's future splits, if any. BUYER AND SELLER ARE NOT RELYING UPON ANY REPRESENTATION MADE BY ANY REALTOR®.

18. ATTORNEY'S FEES: In any action or proceeding arising out of this agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party. This paragraph shall survive a closing.

19. MULTIPLE LISTING SERVICE: If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is required to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers.

Purchaser's Initials  Seller's Initials 
03/23/23 10:58 AM CDT dotloop verified 03/23/23 1:08 PM EDT dotloop verified

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20. AGENCY CONFIRMATION: Buyer and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/ Salesperson is acting as (check one) Agent/Subagent of the Seller Buyer's Agent Dual Agent Designated Agent in an In-House Transaction Other _____

21. ATTACHMENTS: These attachments are incorporated by reference: Addendum(s) Vacant Land Disclosure Statement Unplatted Land Division Addendum Other _____

22. ADDITIONAL CONDITIONS:

Purchase contingent on satisfactory results of site survey for septic and well. Seller to provide any available survey of parcel.
Purchase is subject to approval by the Leelanau Land Bank Authority.

23. EFFECTIVE DATE: The term "Effective Date" shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.

24. DISPUTE RESOLUTION: If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating or arbitrating the dispute. They are required to utilize the services of the Conflict Resolution Services or another mutually acceptable neutral mediator to bring them together in at least one mediation session.



25. ELECTRONIC COMMUNICATION: As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. ACKNOWLEDGEMENT: Buyer acknowledges receipt of a copy of this Agreement. Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.

27. COUNTERPARTS: This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

28. HEIRS, SUCCESSORS AND ASSIGNS: This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.

29. THIS OFFER WILL EXPIRE ON 03/31/2023, **20** **at** 6:00 **AM** **PM,**
or upon Seller's receipt of revocation from Buyer, whichever is earlier.

Purchaser's Initials  Seller's Initials 
03/23/23 10:58 AM CDT dotloop verified 03/23/23 1:08 PM EDT dotloop verified


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This is a legal document. It is recommended to the Buyer that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

DEPOSIT ACKNOWLEDGED BY: _____ Agent / REALTOR®

30. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Buyer(s):

Signature  dotloop verified
03/23/23 10:58 AM CDT
D7RT-0HKK-FBEU-RAJQ

Aaron Korson, Trustee of The Korson Family Revocable Trust

Print

Signature _____

Print

Buyer(s) Address:

Buyer(s) Contact Numbers:

31. SELLER'S ACCEPTANCE: Seller accepts Buyer's offer. Dated this _____ day of _____, 20____ at _____ AM PM.

Seller:

Signature  dotloop verified
03/23/23 1:08 PM EDT
845Z-U6QP-3TSD-MYVR

Print

Signature _____

Print

Seller's Address:

Seller's Contact Numbers:

***NOTE: Please sign as you wish your name to appear on the final papers.**

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32. COUNTEROFFER: This is a counteroffer to Buyer's offer dated the _____ day of _____, 20____. Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or _____ Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Buyer. Unless this counteroffer is accepted in this manner, on or before _____, 20____ at _____ AM PM, it shall be deemed revoked and the Deposit shall be returned to Buyer. Seller acknowledges receipt of a copy of this counteroffer. Dated this _____ day of _____, 20____ at _____ AM PM.

Seller: _____

Seller:: _____

Signature_

Signature_

33. ACCEPTANCE OF COUNTEROFFER: If Seller's acceptance constitutes a counteroffer; Buyer hereby accepts the terms of that counteroffer as set forth in paragraph 32. Dated this _____ day of _____, 20____ at _____ AM PM.

Buyer: Aaron Korson _____

Buyer: _____

Signature_

Signature_