



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 August 15th, 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 July 18th, 2023 *pgs 2-6*

PUBLIC COMMENT

UNFINISHED BUSINESS

DISCUSSION/ ACTION ITEMS

1. Grant Professional Service Discussion
2. Approval of Round Two Grant Document *pgs 7-19, (For Owner-pgs 20-26)*
3. Survey Update, and Blight Demolition Training
4. Any Other Business

CLAIMS & ACCOUNTS

POST AUDIT *pg 27*

CORRESPONDENCE/COMMUNICATION ITEMS

- a. Copy: Expedited Quiet Title Proceeding and Foreclosure

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, July 18, 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
R. Foster

Members Absent: None
(prior notice)

Public Present: L. Mawby, S. Gorr, J. Stimson, J. Hawkins

Staff Present: G. Myer, Senior Planner

APPROVAL OF AGENDA

Motion by Foster, seconded by Allen, to approve the agenda as presented. Motion carried 7-0.

APPROVAL OF JUNE 20, 2023 MINUTES

Motion by Heinz, seconded by Foster, to approve the minutes as presented. Motion carried 7-0.

PUBLIC COMMENT

Mawby spoke in favor of agenda items 1a and 1b.

Stimson updated member on the Marek Rd. project, saying that they paved yesterday, the mechanical, electrical and plumbing rough is happening now and should be done in about a week and a half. They will then start drywall and insulation next. He encouraged members to go take a tour. Five thousand cubic yards of dirt were moved at a cost of \$240,000.00, and it looks impressive. The structure is up, cost laminated timber was used for floor decks, whirlpool appliances are ordered and they hope to have Certificate of Occupancy Permits in early November. Stimson said they are at the end of their grant expenditure and are looking to get a construction loan. They are also hoping to secure some grant money from the Federal Home Loan Bank, so he is imploring whoever has control in getting them the right documents, to get the deed transfer. That will help them with the financing and grants that they have to pull down after they spend 20% of their construction loan.

Stimson continued, saying Homestretch took back a Provemont Pines three bedroom, two bath, unit that appraised for \$330,000.00, the formula price to resell is \$150,000.00, so they are looking for a family to fill that unit. Income cannot exceed 80% AMI per family size, preferably it is a family that lives and works in this community.

Steve Gorr, Centerville Township resident, stated he was interested in purchasing the Sugar Loaf

Manor Green property and asked if the board would consider selling it to him for development.

UNFINISHED BUSINESS

RFP-Land Bank Properties

Gallagher explained that he had modified this previously used template for their purposes and is opening it back up for discussion. The intent is to release it this month, see if they can get questions back and in September bring this back for selection.

Heinz said the language “Fast Track” is not in their Bylaws as their legal name, so he would suggest removing them. Galla stated that it is actually the proper name for a Land Bank according to the state law, they don’t usually use it though. Gallagher said they reference it based on the Act. Galla saw no issue in removing those two words. Heinz also referenced page 8, the second sentence under “Selection.” He interpreted that to read that they will be bidding on all four parcels or none. If that is not the intention, he would suggest changing the wording to say more than one contract might be issued.

Discussion ensued.

Gallagher said he was trying to leave it open so that they would either get a bundle or just an individual bid. Galla questioned if they even needed that sentence. Allen suggested eliminating the word “one” and adding an “s” onto “contract”. Allgaier said “contract(s)” could be used.

Heinz then questioned deed restrictions regarding subsequent selling of property the Land Bank sells. Are they departing from that and just looking to sell this property and use the proceeds towards something else? Gallagher said affordable housing is the preference, it is mentioned in the document numerous times. They are looking for proposals first, and the next step is the development agreement and that could be addressed there. He is not opposed to mentioning it in this document though. Galla suggested adding it under “Acceptance and Rejection”, something like “the Land Bank will require you to meet certain criteria such as bonding, etc.” Gallagher said he will add language to inform respondents that additional requirements are going to be required for bonding, etc.

Allgaier clarified, that this group of properties could be affordable housing and questioned what Gorr would like to build there? Gorr said there is a requirement for a certain square footage in that subdivision, and it would be for his personal family use. Allgaier pointed out that they also need to add an ‘s’ to “respondent” under “Selection.”

Motion by Allgaier, seconded by Allen, to approve LCAO-RFP-2023-002 as amended, to be distributed according to the schedule outlined in the RFP.

Allgaier asked Gorr if it would be used as a short-term rental. Gore responded no.

Motion on the table carried 7-0.

DISCUSSION/ ACTION ITEMS

Letters of support-Rural Readiness Grant applications

- a) Peninsula Housing
- b) Leelanau County

Motion by Galla, seconded by Foster, to approve the letter of support for Peninsula Housing Rural Readiness Grant application. Motion carried 7-0.

Motion by Allgaier, supported by Allen, to approve the letter of support for Leelanau County Rural Readiness Grant application.

Discussion:

Allgaier asked for clarification. Galla explained that this is the grant application that Deb Allen presented to the County Board about a month ago for a grant writer/administrator.

Motion carried 7-0.

Round 2 SLBA's Blight Elimination-award letter and demo training session

Motion by Allgaier, seconded by Allen, to accept the RFP 2023-005 award in the amount of \$751,610.00 for 201 High St demolition project in Northport Village.

Galla pointed out that the correspondence says we will be getting a grant agreement to review. Should we hold off on accepting this until we see the requirements in that agreement? Gallagher said that would be preferable. Galla said the link in the correspondence is for zoom training for demolition, which Land Bank members need to watch. As many members as possible should attend to better understand what is required of the Land Bank to oversee this project. This is for the demolition of the old Hospital in Northport, so that they can move forward with a new development.

Allgaier moved to withdraw her motion, supported by Allen. Motion withdrawn.

Gallagher said the next step is the required demolition training, so add it to your calendars.

Discussion ensued.

Galla said the Land Bank is the recipient, so members need to do the training. Gallagher will see how many members need to participate.

Round 3 SLBA's Blight Elimination-award letter and acceptance

Galla said this round has some limitations for the county on the use of the funds, because of our high property values. This round, the money cannot be used for demolition, it can be used for housing rehab on properties that are publicly owned. The Land Bank doesn't currently own property with houses on them, however, in the past that situation has occurred or there were municipalities that had a need for demolition or rehab. She recommended accepting this \$500,000. Gallagher pointed out that it could be

used for acquisition, and said it would be beneficial as a line of credit for the next 18 months for projects that have been mentioned in the past.

Motion by Galla, seconded by Allgaier, to accept the Round 3 Blight Elimination Grant, in the amount of \$500,000.00 and direct Chairman Gallagher to fill out the grantee risk assessment form and return it to the state. Motion carried 7-0.

Updates: Parcel survey, grant writer, facilities administrator

Gallagher updated members on the parcel survey, saying it has been backlogged. There was an advertisement in the *Enterprise* for a quick survey, so he will reach out to see if we can get on the docket for next month.

Allen said she is moving both the grant writer and facilities administrator to the County Board's agenda in terms of the budget session. Gallagher asked if this was an annual grant? Galla said the Rural Readiness grant is a one-time grant and you must state how you would continue on your own with the position. Allen explained that the intent is this would be a contracted position to see what kind of volume of grant writing we utilize and then use that for justification to consider making it a full-time position. Similarly, the facilities administrator position has been an ongoing discussion with the County Board in regard to the need. They are currently looking at several different options to identify a cost to assess. This will also be a part of the budget discussion. Gallagher questioned if the grant writer would also be a grant administrator? Allen said that would be part of what they are looking for, but there would still be internal processes expected as well.

Gallagher updated members on the deed issue with the Marek Rd. property. Due to a clerical error, the easement was left off the legal description and they have to go back through the courts to rectify. This was identified back in April/May and was assigned to a staffer who left the law firm and didn't show up to court. It has now been reassigned and moving forward through the required quiet title action timeframe.

Galla suggested the Land Bank might want to do some research on the properties they acquire to catch any of these things. Gallagher is not opposed to that idea. He said this is the first instance like this that he recalls, on any of his foreclosures. Galla suggested it be added to a future agenda to discuss, with the cost to come out of the sales price. Gallagher asked for it to be on the August agenda.

Galla said Wendy Irvin from Habitat for Humanity stated they would be moving forward on the remaining phase at Maple City Crossings which involved the last 2 homes of the 6-unit development. Allgaier stated that their goal is to always work towards affordable housing.

CLAIMS & ACCOUNTS -None.

POST AUDIT- None.

CORRESPONDENCE/COMMUNICATION ITEMS - None.

PUBLIC COMMENT

Hawkins spoke regarding Act 381 and the changes in the eligibility of a brownfield site. Now an eligible property is a property where housing is going to occur. Certain housing and housing activity associated with that will now be eligible through a brownfield plan. Potentially, school

taxes can be captured, and site preparation and infrastructure associated with housing. Hawkins concluded by saying that there are quite a few changes associated with this which open the door for others to utilize the brownfield tools.

Gallagher mentioned the state Land Bank conference in September.

MEMBER COMMENTS

Allen referred to the letter of recommendation that Chairman Gallagher issued on behalf of the Land Bank, and said it would be presented to the County Board Chairman tonight at their regular meeting. The intent is that they will discuss it at the August meeting concerning the potential reformation of the county's former Economic Development Corporation (EDC). It would support the relationship with TC Connect to be able to offer the tax-exempt financing for housing projects.

CHAIRPERSON COMMENTS - None.

ADJOURNMENT

Meeting adjourned at 9:43 a.m.

DRAFT

**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
LEELANAU COUNTY LAND BANK AUTHORITY**

This Grant Agreement (“Contract”) is made between the State Land Bank Authority (the “SLBA”) and the Leelanau County Land Bank Authority (the “Grantee”). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a “Party” or collectively as “Parties”.

Grantee: Leelanau County Land Bank Authority
8527 East Government Center Drive, Suite 104
Suttons Bay, Michigan 49682

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of Seven Hundred Fifty-One Thousand Six Hundred Ten Dollars (\$751,610) in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee’s Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Grantee’s Application, dated May 30, 2023, is hereby incorporated in whole by reference. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date: June 30, 2023
Reimbursement Submission Date: no later than September 30, 2024
Contract End Date: December 31, 2024

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Reimbursement Submission Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS.

SLBA Contact:

Adam Robach
Post Office Box 30766
Lansing, Michigan 48909
(517) 335-8212
robacha2@michigan.gov

Grantee Contact:

John Gallagher
8527 E. Government Center Drive, Suite 104
Suttons Bay, Michigan 49682
(231) 256-9838
jgallagher@leelanau.gov

IV. CHANGES. Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS. The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Exhibit A of this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VI. GRANTEE RESPONSIBILITIES.

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee is responsible for having the appropriate site control as required by PA 166 of 2022 and the SLBA's RFP 2023-005.

- G. The SLBA is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.
- H. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- I. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-21, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in Grantee's submission package are eligible for reimbursement.
- J. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

VII. USE OF MATERIAL. Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the SLBA funded all or a portion of its development.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VIII. ASSIGNABILITY. The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

IX. SUBCONTRACTS. The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

X. NON-DISCRIMINATION. The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XI. UNFAIR LABOR PRACTICES. The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XII. LIABILITY.

A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgements or costs merely by providing grant funding.

B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.

- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.

XIII. CONFLICT OF INTEREST. No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XIV. ANTI-LOBBYING. Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XV. DEBARMENT AND SUSPENSION. By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, elected officials or employees, and its contractor(s), subcontractor(s), and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

- XVI. AUDIT AND ACCESS TO RECORDS.** Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.
- XVII. INSURANCE.** The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.
- XVIII. OTHER SOURCES OF FUNDING.** The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.
- XIX. COMPENSATION.**
- A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
 - B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
 - C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
 - D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
 - E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XX, Closeout, and Exhibit A.

XX. CLOSEOUT.

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXII. TERMINATION.

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
 - a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
 - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
 - b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

- ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
- v. added to the federal or state Suspension and Debarment list.

B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXIII. NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

XXIV. PUBLICITY. Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

XXV. DISCLOSURE OF LITIGATION. Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings, or any administrative investigations involving the Grantee or any of the Grantee's elected officials or employees after the submission of their proposal and during the contract period.

XXVI. REALLOCATION OR TERMINATION OF FUNDING. If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

Program awards will be revoked and the funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated as the SLBA otherwise sees fit consistent with PA 166 of 2022.

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The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

Leelanau County Land Bank Authority

Dated: _____

By: John Gallagher
Its: Chairman

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

PROJECT SCOPE AND REQUIREMENTS

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the property listed below:

Parcel Number: 042-200-026-00
Commonly known as: 201 High Street, Northport, Michigan

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property identified in Section I of this Exhibit A by the Reimbursement Submission Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:
- <https://www.michigan.gov/leo/bureaus-agencies/miosha/divisions/construction-safety-and-health-division/asbestos-program>
 - <https://www.michigan.gov/egle/about/organization/air-quality>
 - <https://www.michigan.gov/egle/about/organization/air-quality/asbestos>
 - https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
 - <http://www.epa.gov/asbestos>
- D. Demolition activities include demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.

F. The Grantee is responsible for:

- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Reimbursement Submission Date.
- b. Ensuring adequate quality control.
- c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract.
- d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
- e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
- f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
- g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information:
 - i. Site Control
 - ii. Photos Demonstrating the Level of Blight at the Project Location
 - iii. For Demolition Activities:
 1. Gas, Electric, and Water Wrecking Clearances
 2. Procurement Documents – (e.g. RFP, Contracts, Bid Tabulations)
 3. Asbestos and Hazardous Material Survey/Report
 4. Phase I and Phase II Assessments (if conducted)
 5. NESHAP 10-Day Notice – Abatement
 6. Abatement Clearance
 7. Signed Abatement Waste Manifests
 8. NESHAP 10-Day Notice – Demolition
 9. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 10. Applicable Permit(s) for Eligible Activities at the Project Location
 11. Open Hole Inspection and Picture

- 12. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
- 13. Approved/Closed Applicable Permit(s)
- iv. Lien Waivers from all Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
- v. Post Activity Photos at the Project Location
- vi. Signed Remediation and/or Demolition Waste/Recycling Manifests

III. PROJECT REIMBURSEMENT AND COMPLETION. The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B, and copies of all supporting documentation. Documentation requirements will be based on scope and activities that fall under this funding.

EXHIBIT B

REQUEST FOR PAYMENT FORM

**BLIGHT ELIMINATION PROGRAM
RFP 2023-005
REQUEST FOR PAYMENT FORM**

Grantee: _____

Site Address(es): _____

By submitting this request, I certify that the information provided is truthful and accurate. I further request the SLBA to review and, if complete, approve for payment. If any information is missing or inaccurate, I will correct and resubmit that information.

Submitted by: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____

Date Submitted: _____

Grant Amount: \$ _____

Payment Requested: \$ _____

SIGMA Vendor Number: _____
(vendor number usually starts with "CV" or "VSS")

Address Code: _____

Documents Attached:

NOTE - BLIGHT ELIMINATION

\$730,610

Date: June 30, 2023

201 High Street, Northport, Michigan

FOR VALUE RECEIVED, **High Street Holdings, LLC**, a Michigan limited liability company, whose address is 9637 North Onominese Trail, Northport, Michigan 49670 (herein called the "**Borrower**"), having affirmatively evidenced its/his/her acceptance of all the benefits, obligations and liabilities of this Note (herein called the "**Note**"), promises to pay the **State Land Bank Authority**, a public body corporate and politic of the State of Michigan (herein called the "**Lender**"), whose address is Post Office Box 30766, Lansing, Michigan 48909, up to the principal sum of Seven Hundred Thirty Thousand Six Hundred Ten Dollars and Zero Cents (\$730,610.00) bearing no interest. If the interest of the Borrower in all or any part of the property located in the Village of Northport, County of Leelanau, State of Michigan, commonly known as 201 High Street (the "**Property**") is sold, transferred, or otherwise conveyed, voluntarily or involuntarily (an "**Early Maturity Event**") then this Note shall be immediately due and payable in an amount equal to the principal amount advanced under this Note.

On and after the seventh anniversary of the date of this Note, the Borrower shall have no further repayment obligation, unless an Early Maturity Event has occurred.

The Borrower shall have the right to prepay the principal amount outstanding in whole or in part. Any partial prepayment shall be applied against the principal amount outstanding and shall not extend or postpone the due date of any subsequent payments unless the holder hereof shall otherwise agree in writing.

Principal shall be payable at Post Office Box 30766, Lansing, Michigan 48909 or such other place as an Authorized Officer of the Lender or holder of this Note may designate in writing.

In the event of default in the payment of this Note, and if the same is collected by an attorney at law, the undersigned hereby agree(s) to pay all cost of collection, including a reasonable attorney's fee, but only from legally available funds of the Borrower.

All parties to this Note, whether principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest and notice of dishonor and consent to any number of renewals or extensions of the time of payment thereof. Any such renewals or extensions may be made without notice of any of said parties and without affecting their liability.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by regular or certified mail addressed to Borrower at 9637 North Onominese Trail, Northport, Michigan 49670, or to such other address as Borrower may designate by notice to the

Note holder. Any notice to the Note holder shall be given by mailing such notice by regular or certified mail to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to the Borrower.

This is the Note described in and secured by a Lien of even date, given by High Street Holdings, LLC, for up to the same principal amount as herein stated.

Signed this ____ day of _____, 2023

**BORROWER:
HIGH STREET HOLDINGS, LLC**

By: Kyle Evans
Its: Owner

Property Address: 201 High Street, Northport, Michigan
Parcel ID: 042-200-026-00

NOTICE OF LIEN

Pursuant to the agreement of the parties, the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic, whose address is Post Office Box 30766, Lansing, Michigan 48909 (“**Claimant**”), does hereby claim a lien on the ownership interest of **HIGH STREET HOLDINGS, LLC**, a Michigan limited liability company, whose address is 9637 North Onominese Trail, Northport, Michigan 49670 (“**Owner**”), pursuant to an Access, Control, and Agreement to Perform Eligible Activities between Leelanau County Land Bank Authority and Owner dated May 30, 2023 and the Note – Blight Elimination dated June 30, 2023, in the real property, together with all proceeds, easements, appurtenances, rents, and licenses now or later pertaining or issuing and all buildings, improvements, and fixtures now or later situated on the real property (collectively the “**Property**”) located in the Village of Northport, Leelanau County, Michigan, more fully described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

This Notice of Lien is for an amount not to exceed **Seven Hundred Thirty Thousand Six Hundred Ten Dollars (\$730,610)**, or the amount actually spent on blight elimination at the Property, whichever is less.

A copy of this Notice of Lien shall be recorded with the appropriate Register of Deeds office to perfect this Notice of Lien.

THIS NOTICE OF LIEN EXPIRES AND IS VOID SEVEN YEARS FROM THE DATE OF FILING OF THIS NOTICE OF LIEN.

Dated: _____, 2023

**Lien approved and consented to by:
HIGH STREET HOLDINGS, LLC**

By: Kyle Evans
Its: Owner

State of Michigan)
)
County of _____)

On _____, 2023, before me in _____ County, Michigan, personally appeared Kyle Evans, known to me as the person described herein, who executed the foregoing instrument and acknowledged that s/he executed the same as her/his own free act and deed.

Signature

Printed Name exactly as it appears on application
for commission as a notary public

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

**CLAIMANT:
STATE LAND BANK AUTHORITY**

By: Jeffrey M. Huntington
Its: Authorized Officer

State of Michigan)
)
County of _____)

Acknowledged before me in _____ County, Michigan on _____, 2023 by Jeffrey M. Huntington, the Authorized Officer of the State Land Bank Authority, a Michigan public body corporate, on behalf of the authority.

Signature

Printed Name exactly as it appears on application
for commission as a notary public

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

Drafted by and when recorded return to:

Patrick J. Ennis
State Land Bank Authority
Post Office Box 30766
Lansing, Michigan 48909
(517) 335-8212

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Part of the NW ¼ of Section 3, Township 31 North, Range 11 West, Village of Northport, Leelanau County, Michigan; being more particularly described as follows:

Being a part of Lots 10 thru 14 both inclusive, Lots 19 thru 27 both inclusive, Lots 45 thru 56 both inclusive of "Hutchinson's Addition to the Village of Northport", according to the Plat thereof, as recorded in Liber 1 of Plats on Page 21, Village of Northport and part of the Vacated High Street, Vacated Main Street, Vacated Smith Street and part of the Lot 62 of "Assessor's Plat No. 1, as recorded in Liber 2 of Plats on Page 43, Village of Northport, with a point of Beginning at the NW Corner of Lot 28 of "Hutchinson's Addition to the Village of Northport"; thence S01°22'10"W 66.45 feet along the West Line of Lot 28 of said "Hutchinson's Addition to the Village of Northport"; thence S0°04'25"W 33.00 feet to the Center Line of Vacated Main Street; thence S89°31'41"E 171.54 feet along the Center Line of said Vacated Main Street; thence S00°28'19"W 33.00 feet to a point on the North Line of Lot 10 of "Hutchinson's Addition to the Village of Northport", being S89°31'41"E 40.00 feet from the NW Corner of said Lot 10 of "Hutchinson's Addition to the Village of Northport"; thence S01°22'16"W 305.31 feet; thence N89°32'13"W 28.58 feet; thence S46°19'33"W 28.38 feet; thence S01°18'36"W 35.38 feet; thence N88°51'33"W 63.67 feet; thence N01°18'36"E 14.45 feet; thence N88°41'24"W 10.38 feet; thence N43°38'05"W 69.67 feet; thence S44°48'37"W 25.98 feet; thence N88°51'33"W 43.58 feet; thence S22°09'57"E 187.31 feet; thence S19°57'14"E 39.07 feet; thence S08°38'04"E 62.32 feet; thence S00°13'28"E 43.85 feet; thence S13°17'29"W 124.12 feet; thence S37°52'10"W 138.68 feet to the East R- O-W Line of West Street (66' wd. R-O-W), as recorded in Liber 143 on Page 89 and Liber 9 on Pages 428 and 429, Leelanau County Records; thence Southerly 68.97 feet along the arc of a non-tangent curve to the right (Radius of 626.90 feet, central angle of 06°18'13", long chord bears S1°32'20"W 68.94 feet) along the East R-O-W Line of said West Street (66' wd. R-O-W); thence N89°34'24"E 5.82 feet; thence N41°34'54"E 228.00 feet; thence northeasterly 50.09 feet along the arc of a tangent curve to the right (Radius of 60.00 feet, central angle of 47°49'57", long chord bears N65°52'37"E 48.65 feet); thence N89°47'35"E 100.29 feet; thence southeasterly 66.68 feet along the arc of a non-tangent curve to the left (Radius of 100.00 feet, central angle of 38°12'20", long chord bears S45°12'36"E 65.45 feet); thence S01°21'07"W 102.35 feet; thence S87°52'43"E 66.53 feet to the NW Corner of Lot 63 of "Assessor's Plat No. 1 of Northport"; thence S01°21'07"W 61.15 feet along the West Line of said Lot 63 of "Assessor's Plat No. 1 of Northport"; thence S87°55'23"E 131.37 feet along the South Line of said Lot 63 of "Assessor's Plat No. 1 of Northport"; thence S87°55'23"E 131.37 feet along the South Line of said Lot 63 of "Assessor's Plat No. 1 of Northport" to the South Line of Lot 62 of "Assessor's Plat No. 1 of Northport"; thence S89°34'24"W 550.73 feet along the South Line of Lot 62 of "Assessor's Plat No. 1 of

Northport" to the East Right-of-Way of West Street (66' wide); thence continuing S89°34'24"W 68.92 feet along South Line of said Lot 62 of "Assessor's Plat No. 1 of Northport" to the West Right-of-Way of West Street (66' wide); thence continuing S89°34'24"W 642.20 feet along the South Line of Lot 62 of "Assessor's Plat No. 1 of Northport" to the SW Corner of said Lot 62 of "Assessor's Plat No. 1 of Northport"; thence N01°15'30"E 341.18 feet along the West Line of Lot 62 of "Assessor's Plat No. 1 of Northport" to the NW Corner of said Lot 62 of "Assessor's Plat No. 1 of Northport"; thence S89°33'00"E

470.54 feet along the North Line of said Lot 62 of "Assessor's Plat No. 1 of Northport" to the SW Corner of Lot 55 of "Hutchinson's Addition to the Village of Northport"; thence N01°19'56"E 148.39 feet along the West Lines of Lots 55 and 56 of "Hutchinson's Addition to the Village of Northport" and extended West line of Lot 56 to the Center Line of Vacated Smith Street; thence S89°32'45"E 129.76 feet along the Center line of said Vacated Smith Street to the West Right-of-Way of West Street (66' wide); thence continuing S89°32'45"E 1.93 feet along the Center Line of said Vacated Smith Street; thence N01°24'07"E 136.35 feet along the West Line of Lot 52 extended South to the Center Line of Vacated Smith Street and West Line of Lot 52 and in part of Lot 51 of "Hutchinson's Addition to the Village of Northport"; thence continuing N01°24'07"E 210.07 feet along in part of the West Line of Lot 51 and Lots 50, 49 and 48 of "Hutchinson's Addition to the Village of Northport"; thence continuing N01°24'07"E

131.98 feet along the West Lines of Lots 47 and 46 of "Hutchinson's Addition to the Village of Northport" to the NW Corner of Lot 46 of "Hutchinson's Addition to the Village of Northport", and the South Line of Vacated Main Street; thence N01°00'53"E 66.00 feet across said Vacated Main Street to the SW Corner of Lot 45 of "Hutchinson's Addition to the Village of Northport"; thence N01°22'54"E 66.44 feet along the West Line of said Lot 45 of "Hutchinson's Addition to the Village of Northport" to the NW Corner of said Lot 45 of "Hutchinson's Addition to the Village of Northport"; thence S89°31'37"E 131.73 feet along the North Line of said Lot 45 to the NE Corner of said Lot 45 of "Hutchinson's Addition to the Village of Northport" and also the West Right-of-Way of Vacated

High Street (66' wide); thence S89°35'04"E 66.01 feet across the said Vacated High Street (66' wide) to the NW Comer of Lot 28 of "Hutchinson's Addition to the Village of Northport" being also the Point of wide); thence S89°35'04"E

66.01 feet across the said Vacated High Street (66'wide) to the NW Comer of Lot 28 of "Hutchinson's Addition to the Village ofNorthport" being also the Point of Beginning.

EXCEPT that portion of the West Street Right-of-Way (66' wide), as recorded in Liber 143 on Page 89 and Liber 9 on Pages 428 and 429, Leelanau County Records, being more particularly described as follows:

Beginning of a point which is N89°34'24"E 642.20 feet from the SW Comer of Lot 62 of "Assessor's Plat No. 1 of Northport"; thence the following three (3) courses along the West Right-of-Way of said West Street (66' wide); N16°17'45"E 33.51 feet and northerly 175.49 feet along the arc of a tangent curve to the left (Radius of 560.90 feet, central angle of 17°55'34", long chord bears N07°19'57"E 174.78 feet) and northerly 283.30 feet along the arc of a non-tangent curve to the left (Radius of 722.48 feet, central angle of 22°28'02", long chord bears N12°51'49"W 281.49 feet) to the Center Line of Vacated Smith Street; thence S89°32'45"E 1.93 feet along the Center Line of said Vacated Smith Street; thence N01°24'07"E

136.35 feet along the West Line of Lot 52 of "Hutchinson's Addition to the Village of Northport" and its South extension to the Center Line of Vacated Smith Street and in part along the West Line of Lot 51 of "Hutchinson's Addition to the Village of Northport", to a point on the East Right-of-Way of said West Street (66' wide); thence the following four (4) courses along the East Right-of-Way of said West Street (66' wide); S27°15'10"E 78.99 feet and southerly 352.60 feet along the arc of a tangent curve to the right (Radius of 788.48 feet, central angle of 25°37'20", long chord bears S14°26'30"E 349.67 feet) and southerly 196.14 feet along the arc of a non-tangent curve to the right (Radius of 626.90 feet and central angle of 17°55'35" long chord bears S07°19'57"W 195.34 feet) and S16°17'45"W 13.69 feet to the South Line of Lot 62 of "Assessor's Plat No. 1 of Northport"; thence S89°34'24"W 68.92 feet along the South Line of said Lot 62 of "Assessor's Plat No. 1 of Northport" to the Point of Beginning, and

EXCEPT the North 50 feet of Lot 62 of "Assessor's Plant No. 1 of Northport," (Liber 2, Page 43) running Due East-West and ending at its East portion, at the West Right-of-Way of West Street (60' wide), as recorded in Liber 143, on Page 89 and Liber 9, Pages 428 and 429, Leelanau County Records.

LEELANAU COUNTY
LAND BANK AUTHORITY

Post Audit
August 15, 2023

7/24/2023	Ck #1182 – Leelanau Land Surveying, PLLC Retainer for Marking Corners Parcel #008-360-134-00 Lot 134, Cherry Homes Sub	\$ 450.00
7/31/2023	Ck#1183 – Leelanau Land Surveying, PLLC Remaining Balance for Marking Corners Parcel #008-360-134-00 Lot 134, Cherry Homes Sub	\$450.00
8/3/2023	Ck#1184 – Benzie Leelanau District Health Department Site Survey for Parcel #008-360-134-00 Lot 134, Cherry Home Sub	\$325.00

POST AUDIT

\$1,225.00

AMOUNT RECOMMENDED FOR APPROVAL: _____

AMOUNT REJECTED: _____

Charles A. Lawler
T +1 517.318.303016
F (517) 318-3069
Email:clawler@clarkhill.com

Clark Hill PLC
215 S. Washington
Square, Suite 200,
Lansing, MI 48906
T (517) 318-3100
F (517) 318-3099

July ¹⁹____, 2023

VIA E-MAIL & FIRST CLASS MAIL
jgallagher@leelanau.gov

Mr. John A. Gallagher III
Leelanau County Treasurer
Land Bank Chair
8527 E. Government Center Drive, Suite 104
Suttons Bay, MI 49682

Re: In the Matter of the Petition of the Leelanau County Land Bank Authority for an Expedited Quiet Title Proceeding and Foreclosure
Case No. 23-11016-CZ


Dear John:

Enclosed for posting at 525 N. Marek Road, Suttons Bay, Michigan 49682 please find a Notice of Hearing for Expedited Quiet Title and Foreclosure, the Petition for Expedited Quiet Title and Foreclosure and an Affidavit of Service for completion and return to our office. The Notice must be posted at the property no later than **July 28th**. Please let me know if you do not have someone who can post this Notice at your earliest convenience and we will arrange to do so.

Do not hesitate to contact me should you have any questions. Thank you.

Yours very truly,

CLARK HILL PLC



Charles A. Lawler

Enclosures

STATE OF MICHIGAN

IN THE 13TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF LEELANAU

File No. 23-11016-CZ
HON. KEVIN A. ELSENHEIMER

LEELANAU COUNTY LAND BANK AUTH

Plaintiff,

KEVIN J. RORAGEN
CHARLES A LAWLER

P 56510 Attorney for Plaintiff
P 65164 Attorney for Plaintiff

****AMENDED NOTICE OF MOTION**

The above case is hereby set for

PETITION FOR EXPEDITED QUIET TITLE AND FORECLOSURE

****on August 28, 2023 AT 10:30 AM**

Via Zoom meeting ID #627-678-8320

Date of Mailing: July 13, 2023

IMPORTANT NOTE: All court hearings scheduled to be heard via Zoom are mandated by the Supreme Court to be livestreamed on YouTube for public viewing.

13Th Judicial Circuit Court
328 Washington Street
Suite 300
Traverse City, MI 49684
Telephone: -(231) 922-4701

STATE OF MICHIGAN
IN THE 13th CIRCUIT COURT FOR THE COUNTY OF LEELANAU

IN THE MATTER OF THE PETITION
OF THE LEELANAU COUNTY LAND
BANK AUTHORITY FOR AN
EXPEDITED QUIET TITLE PROCEEDING
AND FORECLOSURE

Case No: 23-11016-CZ

Judge: Kevin A. Elsenheimer

Charles A. Lawler (P65164)
CLARK HILL PLC
Attorneys for Petitioner
215 S. Washington Square, Ste. 200
Lansing, MI 48933
(517) 318-3100
clawler@clarkhill.com

NOTICE OF HEARING FOR EXPEDITED QUIET TITLE AND FORECLOSURE

PLEASE TAKE NOTICE that a hearing on the Leelanau County Land Bank Authority's (the "Authority's") Petition for Expedited Quiet Title and Foreclosure relative to the following real property located in Suttons Bay Township, Leelanau County, Michigan and legally described as:

Part of the Northwest 1/4 of Section 20, T30N, R11W, Suttons Bay Township, Leelanau County, Michigan, described more fully as follows: Commencing at the North 1/4 corner of said Section 20; thence South 01°03'15" West along the North-South 1/4 line of said section 20, 1941.00 feet for the point of beginning; thence continuing South 01°03'15" West along said 1/4 line and within the right of way of Marek Road, 285.00 feet; thence North 88°56'45" West 350.00 feet; thence North 19°10'46" West 303.74 feet; thence South 88°56'45" East 455.05 feet to the point of beginning

Together with a non-exclusive easement for ingress and egress over and across a strip of land situated in the Northwest 1/4 of Section 20, T30N, R11W, Suttons Bay Township, Leelanau County, Michigan, described more fully as follows: Commencing at the North 1/4 corner of said Section 20; thence South 01°03'15" West along the North-South 1/4 line of said section 20, 2226.00 feet for the point of beginning; thence continuing South 01°03'15" West along said 1/4 line and within the right of way of Marek Road, 205.00 feet; thence North 82°24'00" West 70.00 feet; thence North 11°56'16" West 202.20 feet to the South line of the above described parcel; thence South 88°56'45" East along said South line 115.00 feet to the point of beginning

Commonly known as: 525 N Marek Rd, Suttons Bay, MI 49682

Parcel ID No.: 45-011-020-004-13 ✓ AmG

shall be held on **August 28, 2023 at 10:30 a.m.** before the Hon. Kevin A. Elsenheimer, at the Circuit Courtrooms of the 13th Circuit Court for Leelanau County, **via Zoom (Meeting ID# 627-678-8320)**. On April 24, 2023, the Authority recorded a notice of pending expedited quiet title action with the Leelanau County Register of Deeds. If you claim an interest in this property you must attend this hearing and provide proof or evidence as to why title should not vest absolutely in the Authority.

At this hearing, the Authority shall request a Judgment of the Court vesting title to the described premises in the Authority. Any person with an interest in this property may lose his or her interest, if any, as a result of this hearing. Said Judgment may permanently extinguish any ownership rights or rights of redemption of others in the property.

THIS PROPERTY HAS BEEN TRANSFERRED TO THE LEELANAU COUNTY LAND BANK AUTHORITY AND IS SUBJECT TO AN EXPEDITED QUIET TITLE ACTION. PERSONS WITH INFORMATION REGARDING THE PRIOR OWNER OF THE PROPERTY ARE REQUESTED TO CONTACT THE AUTHORITY AT: 8527 E. GOVERNMENT CENTER DRIVE, SUITE 104, SUTTONS BAY, MICHIGAN 49682; (231) 256-9838.

STATE OF MICHIGAN
IN THE 13th CIRCUIT COURT FOR THE COUNTY OF LEELANAU

IN THE MATTER OF THE PETITION
OF THE LEELANAU COUNTY LAND
BANK AUTHORITY FOR AN
EXPEDITED QUIET TITLE PROCEEDING
AND FORECLOSURE

Case No: 23-11016-CZ

Judge: Kevin A. Elsenheimer

Charles A. Lawler (P65164)
CLARK HILL PLC
Attorneys for Petitioner
215 S. Washington Square, Ste. 200
Lansing, MI 48933
(517) 318-3100
clawler@clarkhill.com

AFFIDAVIT OF POSTING

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____, being duly sworn deposes that on the ____ day of July, 2023, he/she posted a Notice of Hearing for Expedited Quiet Title and Foreclosure and the Petition for Expedited Quiet Title and Foreclosure, at 525 N. Marek Road, Suttons Bay, Michigan 49682, Leelanau County, Michigan by affixing the same in a secure manner to

Subscribed and sworn to me this _____ day of July, 2023

_____, Notary Public

County, Michigan
Acting in _____
County, Michigan
My Commission expires: _____