



## Downtown Development Authority

REGULAR MEETING AGENDA  
WEDNESDAY, FEBRUARY 9, 2022 - 6:00 P.M.  
IN THE GYMNASIUM, CITY HALL  
310 GREENWOOD ST., GRAND LEDGE, MI 48837

- I. ROLL CALL OF BOARD
- II. PLEDGE OF ALLEGIANCE
- III. AUDIENCE PARTICIPATION
- IV. APPROVAL OF REGULAR AGENDA
  - A. **Motion** – To approve the Wednesday, February 9, 2022, regular DDA agenda.
- V. APPROVAL OF MINUTES
  - A. **Motion** – To approve the Wednesday, December 8, 2021, regular meeting minutes.
- VI. COMMITTEE REPORTS
- VII. STAFF REPORTS
  - A. Financial transaction and bills
  - B. Monthly financial statement
- VIII. UNFINISHED BUSINESS
  - A. Bridge Street Plaza Development Discussion
- IX. NEW BUSINESS
- X. AUDIENCE PARTICIPATION
- XI. COMMUNICATIONS FROM MEMBERS
- XII. ADJOURNMENT

This meeting will be held in person, per the Open Meetings Act, and will also be livestreamed via Zoom for informational purposes only without the ability for two-way communication or interaction. The public is invited to attend in person to participate and offer comments. Written comments can also be submitted to the City Clerk at 310 Greenwood St., Grand Ledge MI 48837, or [cityhall@cityofgrandledge.com](mailto:cityhall@cityofgrandledge.com).

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83862888255>

Or One tap mobile:

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**DOWNTOWN DEVELOPMENT AUTHORITY  
310 GREENWOOD ST.  
GRAND LEDGE, MI 48837**

**MINUTES – REGULAR MEETING  
WEDNESDAY, DECEMBER 8, 2021 - 6:00 P.M.**

**IN A HYBRID IN-PERSON/ONLINE MEETING, IN THE GYMNASIUM, CITY HALL, 310  
GREENWOOD ST., GRAND LEDGE MI 48837, AND IN AN ONLINE TELECONFERENCE  
IN COMPLIANCE WITH THE OPEN MEETINGS ACT, AS AMENDED**

- I. ROLL CALL OF BOARD** – Authority Members Present: Chair Bruce MacDowell, Vicki Paski, Mayor Thom Sowle, Lise Mitchell, Amy Hoyes, Spencer Bye, and Michael Fredericks  
Authority Members Absent: Andrew Archer, Terrance Augustine, Karl Glarner, Dana Beattie, Chris Fata, and Keith Mulder  
Others Present: Adam Smith, City Manager, Greg Newman, City Clerk

**II. PLEDGE OF ALLEGIANCE**

**III. AUDIENCE PARTICIPATION** - None

**IV. APPROVAL OF REGULAR AGENDA**

- A. Motion** – To approve the Wednesday, regular December 8, 2021, DDA agenda.

AUTHORITY MEMBER MITCHELL MOVED, AUTHORITY MEMBER PASKI SECONDED, TO APPROVE THE DECEMBER 8, 2021, AGENDA AS PRESENTED. MOTION CARRIED UNANIMOUSLY.

**V. APPROVAL OF MINUTES**

- A. Motion** – To approve the Wednesday, November 10, 2021, regular DDA minutes.

AUTHORITY MEMBER BYE MOVED, AUTHORITY MEMBER MITCHELL SECONDED, TO APPROVE THE NOVEMBER 10, 2021, MINUTES AS PRESENTED. MOTION CARRIED UNANIMOUSLY.

**VI. COMMITTEE REPORTS**

- A.** Adam Smith, City Manager, reported on preliminary readiness activities for development due diligence for Bridge Street Plaza.

**VII. STAFF REPORTS**

- A.** Financial Transactions and Bills

AUTHORITY MEMBER BYE MOVED, AUTHORITY MEMBER MITCHELL SECONDED, TO ACKNOWLEDGE THE PAYMENT OF THE FINANCIAL TRANSACTIONS AND BILLS IN THE AMOUNT OF \$2,232.85. MOTION CARRIED UNANIMOUSLY.

- B.** Monthly financial statement

AUTHORITY MEMBER MITCHELL MOVED, AUTHORITY MEMBER FREDERICKS SECONDED, TO ACCEPT AND PLACE ON FILE THE MONTHLY FINANCIAL STATEMENTS. MOTION CARRIED UNANIMOUSLY

**VIII. UNFINISHED BUSINESS**

- A.** Bridge Street Plaza Development

Adam Smith, City Manager, reviewed past action requesting Booth Enterprises, Inc., attend a meeting to discuss Bridge Street Plaza development and explained the City will require a development agreement paid for with the initial due diligence budget.

Tim Booth, Booth Enterprises, Inc., explained the current status of the proposed development, the addition of a fourth story, the number of apartment units, the commercial space, the plan to move the existing structures and statues to the rear of the building for open space for residents, and the timeframe of two years to break ground and then one year to build.

The Board discussed the proposed building plans, the timeframe, the apartment units and commercial spaces, parking requirements, and Booth Enterprises, Inc., commercial building experience.

AUTHORITY MEMBER PASKI MOVED, AUTHORITY MEMBER FREDERICKS SECONDED, TO INCLUDE THE INITIAL DRAFT OF THE DEVELOPMENT AGREEMENT IN THE DUE DILIGENCE BUDGET. MOTION CARRIED UNANIMOUSLY.

**B. 2022-2023 Priorities**

Adam Smith, City Manager, reviewed the 2022-2023 Board Priorities, mentioned the need to adopt the 2022-2023 Board Priorities, and explained the budget process starts in January.

The Board discussed the 2022-2023 Board Priorities and the Planning Commission's request to consider City entrance signage.

AUTHORITY MEMBER BYE MOVED, AUTHORITY MEMEBR FREDERICKS SECONDED, TO ADOPT THE 2022-2023 BOARD PRIORITIES. MOTION CARRIED UNANIMOUSLY.

**IX. NEW BUSINESS**

**A. 2022 Meeting Schedule**

Adam Smith, City Manager, presented the 2022 meeting schedule.

AUTHORITY MEMBER MITCHELL MOVED, AUTHORITY MEMBER HOYES SECONDED, TO APPROVE THE 2022 MEETING SCHEDULE. MOTION CARRIED UNANIMOUSLY.

**X. AUDIENCE PARTICIPATION - NONE**

**XI. COMMUNICATIONS FROM MEMBERS**

Authority Member Fredericks commented on the successful Christmas Parade and asked about ending the parade beyond the Bridge/Scott intersection to avoid pedestrian/traffic congestion.

Authority Member Mitchell commented on Grand Ledge Area District Library activities.

**XII. ADJOURNMENT**

AUTHORITY MEMBER FREDERICKS MOVED, AUTHORITY MEMBER PASKI SECONDED, TO ADJOURN THE MEETING AT 7:14 PM. MOTION CARRIED UNANIMOUSLY.

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Vicki Paski, Secretary

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Bruce MacDowell, Chairman

User: DPAWLEY

DB: Grand Ledge

Balances as of 1/31/2022

Fund 248 - DDA FUND, Fund 394 DDA Debt Service, 494 DDA Capital Projects

Account	ACTIVITY FOR MONTH ENDED 1/31/2022
Expenditures	
Department 170.173: ECONOMIC DEVELOPMENT	
12/3/2021 SUMMARY PR	Cell Phone Stipend 8.80
12/17/2021 SUMMARY PR	Cell Phone Stipend 8.80
12/31/2021 SUMMARY PR	Cell Phone Stipend 8.80
1/14/2022 SUMMARY PR	Cell Phone Stipend 8.80
1/28/2022 SUMMARY PR	Cell Phone Stipend 8.80
12/14/2021 Revore Law firm	Parking Lot Easement 203.50
12/14/2021 Thrun Law Firm	Bridge St. Due Dilligence 70.40
12/22/2021 The Verdin Company	Clock Maintenance 630.00
12/22/2021 ENG.	Jaycee Park Public Gathering Space 3,856.34
12/14/2021 Granger	Trash W River 34.73
12/14/2021 Polly Products	Replacement Trash Can 846.00
12/31/2021 Consumers	Utilities 1,189.98
12/14/2021 Alro Steel	Decorations 131.31
12/14/2021 Menards	Decorations 792.05
12/14/2021 Sherwin Williams	Decorations 70.03
12/14/2022 Ace	Decorations 129.85
1/11/2022 Art of Adrienne	Decorations 610.00
1/11/2022 Michigan Downtown Association	Spring Workshop 500.00
1/11/2022 Minshall Consulting	Bridge St. Due Dilligence 760.00
1/25/2022 Thrun Law Firm	Bridge St. Due Dilligence 156.80
1/25/2022 Wolverine Engineers	Bridge St. Due Dilligence 3,804.45
1/25/2022 Bohica Investment	Electrical Reimbursement 142.54
1/25/2022 Log Jam	Electrical Reimbursement 570.16
1/25/2022 Okinawan Academy	Electrical Reimbursement 142.54
1/25/2022 Yes Center	Electrical Reimbursement 142.54
1/31/2022 Consumers	Utilities 1,278.20
1/25/2022 Granger	Trash W River 34.73
1/11/2022 High Pointe Tree Service	Decorations 500.00
1/11/2022 Menards	Decorations 26.95
1/25/2022 Menards	Decorations 139.96
	16,807.06

Fund 248 DDA FUND

GL Number	Description	Balance
*** Assets ***		
248-000.000-001.000	CASH	638,222.07
<b>Total Assets</b>		<b>638,222.07</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
248-000.000-390.000	Fund Balance	416,240.80
<b>Total Fund Balance</b>		<b>416,240.80</b>
<b>Beginning Fund Balance</b>		<b>416,240.80</b>
<b>Net of Revenues VS Expenditures</b>		<b>221,981.27</b>
<b>Ending Fund Balance</b>		<b>638,222.07</b>
<b>Total Liabilities And Fund Balance</b>		<b>638,222.07</b>

Fund 394 DDA DEBT FUND

GL Number	Description	Balance
*** Assets ***		
394-000.000-001.000	CASH	186,819.11
<b>Total Assets</b>		<b>186,819.11</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
394-000.000-390.000	Fund Balance	18,679.27
<b>Total Fund Balance</b>		<b>18,679.27</b>
<b>Beginning Fund Balance</b>		<b>18,679.27</b>
<b>Net of Revenues VS Expenditures</b>		<b>168,139.84</b>
<b>Ending Fund Balance</b>		<b>186,819.11</b>
<b>Total Liabilities And Fund Balance</b>		<b>186,819.11</b>

Fund 494 DDA CAPITAL PROJECTS FUND

GL Number	Description	Balance
*** Assets ***		
494-000.000-001.000	CASH	158,631.47
<b>Total Assets</b>		<b>158,631.47</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
494-000.000-390.000	FUND BALANCE	155,330.52
<b>Total Fund Balance</b>		<b>155,330.52</b>
<b>Beginning Fund Balance</b>		<b>155,330.52</b>
<b>Net of Revenues VS Expenditures</b>		<b>3,300.95</b>
<b>Ending Fund Balance</b>		<b>158,631.47</b>
<b>Total Liabilities And Fund Balance</b>		<b>158,631.47</b>

User: DPAWLEY

DB: Grand Ledge

PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			NORMAL (ABNORMAL)	MONTH 01/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 248 - DDA FUND						
Revenues						
Dept 000.000 - GENERAL						
248-000.000-401.000	CURRENT PROPERTY TAXES	904,988.00	1,104,898.70	0.00	(199,910.70)	122.09
248-000.000-403.001	PRIOR YR PROP TAX ADJUSTMENTS	(10,000.00)	0.00	0.00	(10,000.00)	0.00
248-000.000-573.000	LCSA SHARE APPROPRIATION	52,914.00	93,654.22	0.00	(40,740.22)	176.99
248-000.000-665.001	INTEREST	0.00	136.36	38.60	(136.36)	100.00
248-000.000-675.000	DONATIONS	0.00	2,764.48	0.00	(2,764.48)	100.00
Total Dept 000.000 - GENERAL		947,902.00	1,201,453.76	38.60	(253,551.76)	126.75
TOTAL REVENUES		947,902.00	1,201,453.76	38.60	(253,551.76)	126.75
Expenditures						
Dept 170.173 - ECONOMIC DEVELOPMENT						
248-170.173-703.000	SALARIES/WAGES	50,000.00	28,628.48	2,264.38	21,371.52	57.26
248-170.173-703.100	OVERTIME	0.00	400.17	274.75	(400.17)	100.00
248-170.173-719.000	FRINGE BENEFITS	27,900.00	20,838.51	649.04	7,061.49	74.69
248-170.173-731.004	PROMOTIONS & MARKETING	15,000.00	1,110.00	1,110.00	13,890.00	7.40
248-170.173-741.000	OPERATING SUPPLIES	500.00	128.86	17.60	371.14	25.77
248-170.173-801.004	ADMINISTRATIVE	1,000.00	17.05	0.00	982.95	1.71
248-170.173-802.000	LEGAL FEES	2,000.00	0.00	0.00	2,000.00	0.00
248-170.173-811.000	CONTRACTUAL	45,895.00	6,695.10	4,721.25	39,199.90	14.59
248-170.173-817.000	PROFESSIONAL SERVICES	1,000.00	4,503.84	0.00	(3,503.84)	450.38
248-170.173-830.002	SNOW REMOVAL	45,000.00	15,651.52	8,930.83	29,348.48	34.78
248-170.173-830.003	LANDSCAPE MAINTENANCE	25,000.00	9,190.00	0.00	15,810.00	36.76
248-170.173-830.004	ELECTRIC LIGHTS / POLES	30,000.00	12,082.43	2,275.98	17,917.57	40.27
248-170.173-830.005	TRASH PICKUP	7,000.00	3,126.82	899.71	3,873.18	44.67
248-170.173-830.006	DECORATIONS	15,000.00	16,073.29	2,237.19	(1,073.29)	107.16
248-170.173-830.007	PARKING LOT MAINTENANCE	90,000.00	17,273.51	2,574.27	72,726.49	19.19
248-170.173-830.008	OPERATIONAL EXPENSE	5,000.00	1,739.81	139.96	3,260.19	34.80
248-170.173-840.000	INSURANCE	1,774.00	894.97	0.00	879.03	50.45
248-170.173-977.000	EQUIPMENT	5,000.00	376.13	376.13	4,623.87	7.52
248-170.173-997.101	INDIRECT COST CHARGES	76,836.00	76,836.00	0.00	0.00	100.00
Total Dept 170.173 - ECONOMIC DEVELOPMENT		443,905.00	215,566.49	26,471.09	228,338.51	48.56
Dept 905.906 - DEBT SERVICE						
248-905.906-999.101	TRANSFER TO GENERAL FUND	50,000.00	50,000.00	0.00	0.00	100.00
248-905.906-999.394	TRANSFER TO DDA DEBT SVC FUND	353,906.00	353,906.00	0.00	0.00	100.00
248-905.906-999.494	TRANSFER TO DDA CAP PROJ	360,000.00	360,000.00	0.00	0.00	100.00
Total Dept 905.906 - DEBT SERVICE		763,906.00	763,906.00	0.00	0.00	100.00
TOTAL EXPENDITURES		1,207,811.00	979,472.49	26,471.09	228,338.51	81.09
Fund 248 - DDA FUND:						
TOTAL REVENUES		947,902.00	1,201,453.76	38.60	(253,551.76)	126.75
TOTAL EXPENDITURES		1,207,811.00	979,472.49	26,471.09	228,338.51	81.09
NET OF REVENUES & EXPENDITURES		(259,909.00)	221,981.27	(26,432.49)	(481,890.27)	85.41
Fund 394 - DDA DEBT FUND						



PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	01/31/2022 NORMAL (ABNORMAL)	MONTH 01/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 394 - DDA DEBT FUND						
Revenues						
Dept 905.906 - DEBT SERVICE						
394-905.906-665.001 INTEREST		200.00	44.22	11.00	155.78	22.11
394-905.906-699.248 TRANSFER FROM DDA		353,906.00	353,906.00	0.00	0.00	100.00
Total Dept 905.906 - DEBT SERVICE		354,106.00	353,950.22	11.00	155.78	99.96
TOTAL REVENUES		354,106.00	353,950.22	11.00	155.78	99.96
Expenditures						
Dept 905.906 - DEBT SERVICE						
394-905.906-991.000 DEBT-PRINCIPAL		155,000.00	0.00	0.00	155,000.00	0.00
394-905.906-995.000 DEBT-INTEREST		25,690.00	12,844.38	0.00	12,845.62	50.00
394-905.906-998.000 DEBT-PAYING AGENT FEES		500.00	250.00	0.00	250.00	50.00
Total Dept 905.906 - DEBT SERVICE		181,190.00	13,094.38	0.00	168,095.62	7.23
Dept 966.001 - TRANSFERS OUT						
394-966.001-999.305 TRANSFER TO 2016 DEBT SVC FUND		172,716.00	172,716.00	0.00	0.00	100.00
Total Dept 966.001 - TRANSFERS OUT		172,716.00	172,716.00	0.00	0.00	100.00
TOTAL EXPENDITURES		353,906.00	185,810.38	0.00	168,095.62	52.50
Fund 394 - DDA DEBT FUND:						
TOTAL REVENUES		354,106.00	353,950.22	11.00	155.78	99.96
TOTAL EXPENDITURES		353,906.00	185,810.38	0.00	168,095.62	52.50
NET OF REVENUES & EXPENDITURES		200.00	168,139.84	11.00	(167,939.84)	14,069.92
Fund 494 - DDA CAPITAL PROJECTS FUND						
Revenues						
Dept 900.901 - CAPITAL OUTLAY - PUBLIC IMPROV						
494-900.901-665.001 INTEREST		500.00	55.39	9.34	444.61	11.08
494-900.901-699.248 TRANSFER FROM DDA		360,000.00	360,000.00	0.00	0.00	100.00
Total Dept 900.901 - CAPITAL OUTLAY - PUBLIC IMPROV		360,500.00	360,055.39	9.34	444.61	99.88
TOTAL REVENUES		360,500.00	360,055.39	9.34	444.61	99.88
Expenditures						
Dept 900.910 - DDA SIDEWALK CONNECTIVITY						
494-900.910-974.006 CONSTRUCTION		160,000.00	156,754.44	0.00	3,245.56	97.97
Total Dept 900.910 - DDA SIDEWALK CONNECTIVITY		160,000.00	156,754.44	0.00	3,245.56	97.97
Dept 966.001 - TRANSFERS OUT						
494-966.001-999.204 TFR TO MUNICIPAL STREETS FUND		200,000.00	200,000.00	0.00	0.00	100.00

## PERIOD ENDING 01/31/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2022 NORMAL (ABNORMAL)	MONTH 01/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 494 - DDA CAPITAL PROJECTS FUND						
Expenditures						
Total Dept 966.001 - TRANSFERS OUT		200,000.00	200,000.00	0.00	0.00	100.00
TOTAL EXPENDITURES		360,000.00	356,754.44	0.00	3,245.56	99.10
Fund 494 - DDA CAPITAL PROJECTS FUND:						
TOTAL REVENUES		360,500.00	360,055.39	9.34	444.61	99.88
TOTAL EXPENDITURES		360,000.00	356,754.44	0.00	3,245.56	99.10
NET OF REVENUES & EXPENDITURES		500.00	3,300.95	9.34	(2,800.95)	660.19
TOTAL REVENUES - ALL FUNDS		1,662,508.00	1,915,459.37	58.94	(252,951.37)	115.22
TOTAL EXPENDITURES - ALL FUNDS		1,921,717.00	1,522,037.31	26,471.09	399,679.69	79.20
NET OF REVENUES & EXPENDITURES		(259,209.00)	393,422.06	(26,412.15)	(652,631.06)	151.78

TO: Downtown Development Authority Board Members

FROM: <sup>AK</sup> Amee King, Assistant City Manager

DATE: February 4, 2022

RE: 211 S. Bridge Street

Background: The DDA has made Infill Development of Bridge Street Plaza a priority for several years. Staff has been tasked with completing preliminary work for Bridge Street Plaza such as title work, survey work, utilities, etc. During this task, it was discovered that one of the three parcels that make up Bridge Street Plaza (211 S. Bridge Street) was purchased by the City and is titled in the City's name. The purchase price was \$18,000 and took place on July 23, 1999.

Issues and Questions Specified: The issue at hand is the property needs to be titled to the DDA. The City needs reimbursed from the DDA for the original purchase of the property. There is some belief that the DDA may have financially supported the purchase in 1999. Staff spent a significant amount of time researching and reviewing old files. Although we found some circumstantial notes from about 20 years ago, there are no financial documents or official minutes that demonstrated the property was purchased with DDA funds in 1999.

Financial Impact: \$18,000 allocated from fund balance for acquisition.

Recommendation: Staff recommends the approval of the attached purchase agreement, which our legal team drafted. Our attorney also recommends combining the three parcels into one single parcel after the property transfer is finalized. Staff will also recommend to City Council that they commit the \$18,000 received from the DDA, towards an upcoming DDA project such as the new entrance signage or the Jaycee Park public gathering space.

Attachments: Purchase Agreement and property deed.

## PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Grand Ledge, a Michigan home rule city organized and operating under the Home Rule City Act, MCL 117.1, *et seq.*, as amended, whose address is 310 Greenwood Street, Grand Ledge, Michigan 48837 (the “Seller”), and the City of Grand Ledge Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 310 Greenwood Street, Grand Ledge, Michigan 48837 (the “Purchaser”), for the sale and transfer of real property located at 211 S. Bridge Street within the City of Grand Ledge, Eaton County, Michigan.

I. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the property legally described in Exhibit “A” and, if any, all easements and all other interests and rights of the Seller which are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in street, road, or avenue in front of, within, or adjacent to, or adjoining such land (collectively, the “Property”).

II. Purchase Price. The Property shall be purchased for the sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00) (the “Purchase Price”). The Purchase Price shall be paid in full at the Closing.

III. No Deposit. The Seller and the Purchaser acknowledge and agree that a deposit is not required.

IV. Closing. The Closing of the sale described herein shall take place at the office of the Seller’s City Manager’s Office. Closing shall be held within sixty (60) days from the Effective Date of this Agreement, unless the parties agree in writing to another date (the “Closing”). The Purchaser shall take possession of the Property upon Closing.

V. Evidence of Title. The Seller has obtained a commitment for an owner’s policy of title insurance from Transnation Title Agency (Commitment #196826LANS) (the “Title Commitment”). The Purchaser has agreed to take the Property subject to all restrictions, reservations, limitations, easements and other conditions of record disclosed in the Title Commitment.

VI. Warranty Deed. Seller shall deliver to the Purchaser a Warranty Deed which shall be subject to all easements, restrictions, rights of way and other reservations of record.

VII. Closing Costs. The Seller shall pay the transfer tax (if any) and any attorneys’ fees incurred by the Seller, the costs of an updated title policy and the recording fees for the Warranty Deed. Also at the Closing, the Seller shall pay for the closing costs required by the title company to close this transaction.

VIII. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

IX. Taxes. The Seller shall pay all real property taxes, if any, on the Property prior to the date of closing. The Purchaser shall be responsible for all real property taxes on the Property which become due on or after the date of Closing.

X. Special Assessments. Special assessments which are or become a lien on the Property before the date of Closing shall be paid by the Seller. Special assessments which become a lien on the Property on or after the Closing date shall be paid by the Purchaser.

XI. “As-Is”. At Closing, the Purchaser agrees to take the property “as-is” and in its present condition, and that there are no other or additional written or oral understandings.

XII. Notices. All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by regular mail addressed to the parties at their addresses specified above. Mailed notices shall be effective upon mailing.

XIII. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party.

XIV. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

XV. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

XVI. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

XVII. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

*(Signatures appear on the following page.)*

**SELLER:**

**CITY OF GRAND LEDGE,  
a Michigan home rule city**

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

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

Dated: \_\_\_\_\_, 2022

**PURCHASER:**

**CITY OF GRAND LEDGE DOWNTOWN  
DEVELOPMENT AUTHORITY, a Michigan  
downtown development authority**

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

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

Dated: \_\_\_\_\_, 2022

## **EXHIBIT "A"**

### **Legal Description of Property**

Real property located at 211 S. Bridge Street within the City of Grand Ledge, Eaton County, Michigan legally described as follows:

That part of Lots 9 and 10, Block 27, in the Village (now City) of Grand Ledge, Eaton County, Michigan, described as follows: Commencing on the Southeasterly line of Bridge Street, 47feet Northeasterly from the Westerly corner of said Lot 10; thence Northeasterly along said Southeasterly line of Bridge Street, 16 1/2 feet; thence Southeasterly parallel with River Street, 132 feet to the Southeasterly line of Lot 9; thence Southwesterly along said Southeasterly line of Lot 9, 16 1/2 feet; thence Northwesterly, parallel with River Street, 132feet to the place of beginning.

Permanent Property No. 23-400-000-627-150-00 (the "Property")

RECORDED

400-000-507-150-00

46417

EATON COUNTY TREASURER'S CERTIFICATE  
I HEREBY CERTIFY that there are no NO TAX LIENS OR  
TITLES held by the state or any individual against the  
within description, and all TAXES on same are paid for  
five years previous to the date of this instrument, as  
appears by the records in this office except as stated.

8/12 to 99 Bill Conerton Jr., County Treasurer  
Sec. 135, Act 296, 1893 as amended

STATE OF MICHIGAN  
Dept of Taxation  
Eaton County  
0135231 12 1st 1999



REAL ESTATE  
TRANSFER TAX  
\$19.80-C  
\$135.00-S  
#0015400

99 AUG 12 PM 3: 15

LINDA M. TWITCHELL  
REGISTER OF DEEDS  
EATON COUNTY, MICH.

**WARRANTY DEED**

STATUTORY FORM FOR INDIVIDUALS  
Form No. M- 960

KNOW ALL MEN BY THESE PRESENTS: That Walter L. Eschtruth, successor trustee of the Mariam E. Eschtruth Trust No. 1

whose street number and postoffice address is 11680 Millstone Drive, Grand Ledge, MI 48837

Convey and Warrant to City of Grand Ledge a Michigan Municipal Corporation

whose street number and postoffice address is 200 E. Jefferson Street, Grand Ledge, MI 48837

the following described premises situated in the City of Grand Ledge, County of Eaton and State of Michigan, to wit:

That part of Lots Nine and Ten, Block Twenty-Seven, in the Village (now City) of Grand Ledge, Eaton County, Michigan, described as follows: Commencing on the Southeasterly line of Bridge Street, 47 feet Northeasterly from the Westerly corner of said Lot 10, thence Northeasterly along said Southeasterly line of Bridge Street, 16 1/2 feet; thence Southeasterly parallel with River Street, 132 feet to the Southeasterly line of Lot 9; thence Southwesterly along said Southeasterly line of Lot 9, 16 1/2 feet; thence Northwesterly, parallel with River Street, 132 feet to the place of beginning.

for the sum of Eighteen thousand and 00/100, (\$18,000.00) Dollars

subject to building and use restrictions, easements and reservations of record.

Dated this 26th day of July, 1999,

Signed and sealed in presence of

Signed and sealed:

Martha L. Armstrong  
Martha L. Armstrong

Mariam E. Eschtruth Trust No. 1

Joni L. Hernandez  
Joni L. Hernandez

By Walter L. Eschtruth Trustee  
Name: Walter L. Eschtruth  
Title: Successor Trustee

STATE OF Michigan )  
COUNTY OF Eaton ) S.S.

The foregoing instrument was acknowledged before me this 26th day of July, 1999, by Walter L. Eschtruth, successor trustee of the Mariam E. Eschtruth Trust No. 1

My commission expires April 21, 2001

Martha L. Armstrong  
Martha L. Armstrong  
Notary Public, Eaton County, Michigan

After recording return to:

Drafted By: Under the direction of:  
Walter L. Eschtruth  
11680 Millstone Dr.  
Grand Ledge, MI 48837

9056

135-231  
L  
Armstrong

135.-  
19.80

1271