

CITY OF GRAND LEDGE
NOTICE OF INTENT TO SELL REAL PROPERTY OWNED BY THE CITY

The Grand Ledge City Council will hold a public hearing during its regular meeting at 7:30 p.m. on 28 February 2022, to consider and receive public input on the sale of 211 S. Bridge St. to the Downtown Development Authority. The proposed purchase agreement is available on the City's website at www.cityofgrandledge.com.

The meeting will be held in the Gymnasium, City Hall, 310 Greenwood St., Grand Ledge MI 48837, in compliance with the Open Meetings Act, as amended, and will also be livestreamed via Zoom for informational purposes only without the ability for two-way communication or interaction. The online stream can be accessed at <https://www.zoom.us> with the Meeting ID: 829 1633 6597, or by calling +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799 or +1 408 638 0968 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 with Meeting ID: 829 1633 6597.

The City Council invites anyone interested to attend and offer comments at the public hearing. Written comments can be mailed or delivered to Elected or Appointed Officials at 310 Greenwood St., Grand Ledge, MI 48837, placed in the drop box in front of City Hall, or emailed to cityhall@cityofgrandledge.com. All written comments will be considered if received by 5:00 p.m. the day of the hearing. Please call (517) 627-2149 or email cityhall@cityofgrandledge.com for further information or to request accommodations for disabilities.

Gregory Newman, City Clerk

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

SELLER:

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

By: Adam Smith Date
Its: City Manager

PURCHASER:

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

By: Bruce MacDowell Date
Its: Chair

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

DRAFT

TO: Downtown Development Authority Board Members

FROM:  Ameer 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.

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 Aug 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:

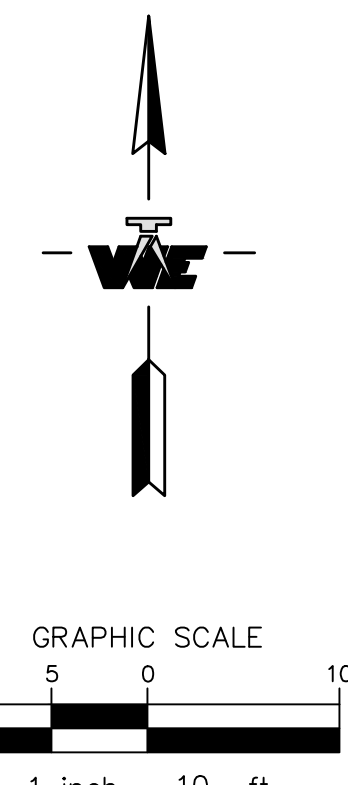
Drafted By: Under the direction of:
Walter L. Eschtruth
11680 Millstone Dr.
Grand Ledge, MI 48837

9056

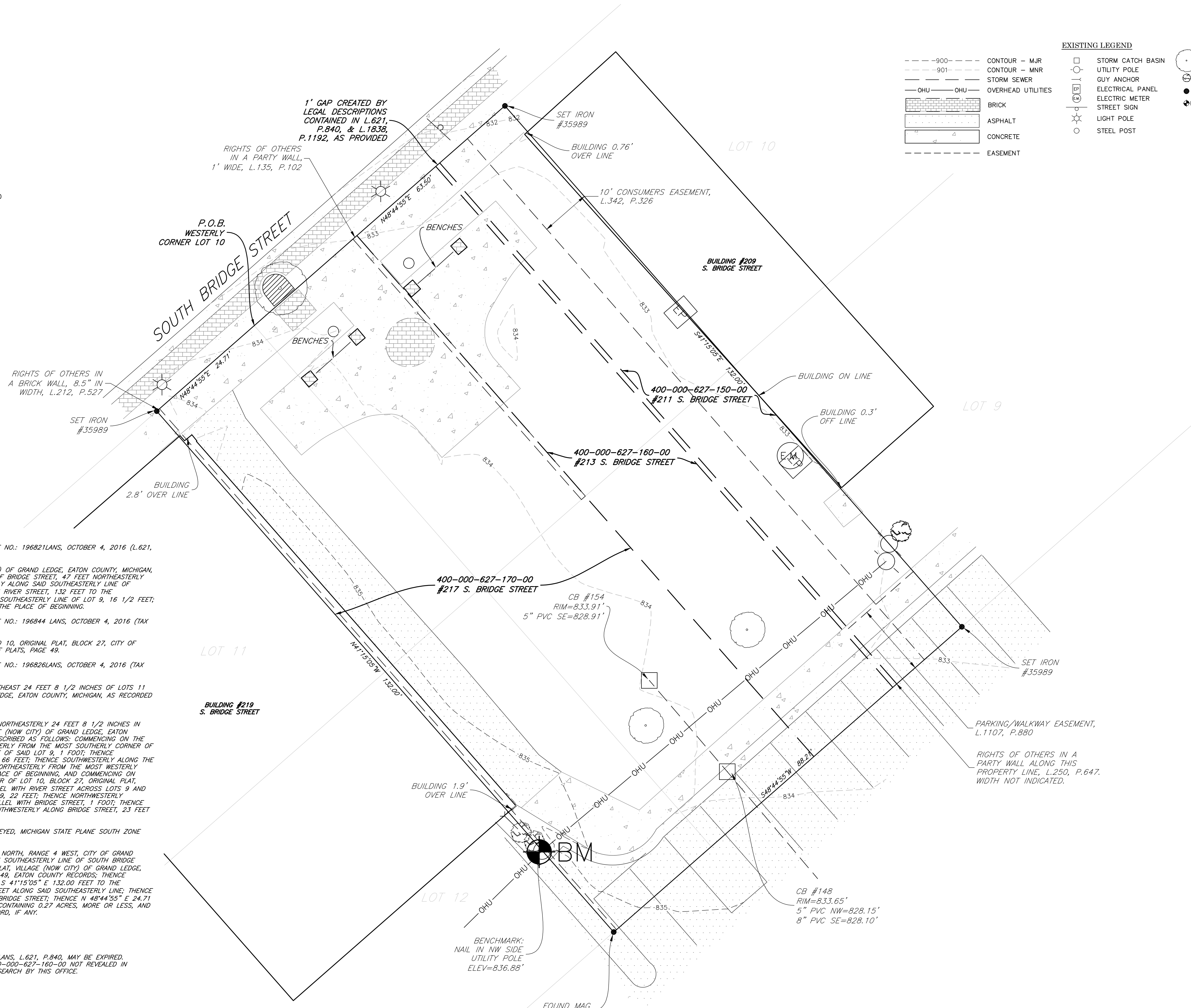
135-231
L
Armstrong

135.-
19.80

1271



EXISTING LEGEND					
---900---	CONTOUR - MJR	○	STORM CATCH BASIN	○	DECIDUOUS TREE
---901---	CONTOUR - MNR	○	UTILITY POLE	○	SHRUB
---	STORM SEWER	○	QUI ANCHOR	○	PROPERTY CORNER
---	OVERHEAD UTILITIES	○	ELECTRIC PANEL	○	BENCHMARK
▨	BRICK	○	ELECTRIC METER	○	
▨	ASPHALT	○	STREET SIGN	○	
▨	CONCRETE	○	LIGHT POLE	○	
---	EASEMENT	○	STEEL POST	○	



LEGAL DESCRIPTIONS

PARCEL 400-000-627-150-00, PER TRANSNATION TITLE AGENCY TITLE NO.: 196821ANS, OCTOBER 4, 2016 (L.621, P.840, EATON COUNTY RECORDS):

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, 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.

PARCEL 400-000-627-160-00, PER TRANSNATION TITLE AGENCY TITLE NO.: 196844 LANS, OCTOBER 4, 2016 (TAX DESCRIPTION):

THE NORTHEAST 20 FEET OF THE SOUTHWEST 46 FEET OF LOTS 9 AND 10, ORIGINAL PLAT, BLOCK 27, CITY OF GRAND LEDGE, EATON COUNTY, MICHIGAN, AS RECORDED IN LIBER 1 OF PLATS, PAGE 49.

PARCEL 400-000-627-170-00, PER TRANSNATION TITLE AGENCY TITLE NO.: 196826LANS, OCTOBER 4, 2016 (TAX DESCRIPTION AND L.1115, P.373, COMBINED):

THE SOUTHWEST 26 FEET IN WIDTH OF LOTS 9 AND 10 AND THE NORTHEAST 24 FEET 8 1/2 INCHES OF LOTS 11 AND 12, BLOCK 27, ORIGINAL PLAT, VILLAGE (NOW CITY) OF GRAND LEDGE, EATON COUNTY, MICHIGAN, AS RECORDED IN LIBER 1 OF PLATS, PAGE 49.

MORE SPECIFICALLY DESCRIBED AS:

THE SOUTHWESTERLY 3 FEET IN WIDTH OF LOTS 9 AND 10; AND THE NORTHEASTERLY 24 FEET 8 1/2 INCHES IN WIDTH OF LOTS 11 AND 12; ALL IN BLOCK 27, ORIGINAL PLAT, VILLAGE (NOW CITY) OF GRAND LEDGE, EATON COUNTY, MICHIGAN, AS RECORDED IN LIBER 1 OF PLATS, PAGE 49, DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTHEASTERLY LINE OF SAID LOT 9, AT A POINT 25 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT 9; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 9, 1 FOOT; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWEST LINE OF SAID LOT 9, 66 FEET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 9, 1 FOOT TO A POINT 25 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID LOT 9; THENCE SOUTHEASTERLY 66 FEET TO THE PLACE OF BEGINNING, AND COMMENCING ON BRIDGE STREET, 3 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF LOT 10, BLOCK 27, ORIGINAL PLAT, VILLAGE (NOW CITY) OF GRAND LEDGE; THENCE SOUTHEASTERLY PARALLEL WITH RIVER STREET ACROSS LOTS 9 AND 10, 132 FEET; THENCE NORTHEASTERLY ALONG THE LINE OF SAID LOT 9, 22 FEET; THENCE NORTHWESTERLY PARALLEL WITH RIVER STREET, 66 FEET; THENCE NORTHEASTERLY PARALLEL WITH BRIDGE STREET, 1 FOOT; THENCE NORTHWESTERLY PARALLEL WITH RIVER STREET, 66 FEET; THENCE SOUTHWESTERLY ALONG BRIDGE STREET, 23 FEET TO THE PLACE OF BEGINNING.

COMBINED DESCRIPTION (3 PARCELS ABOVE, INCLUDING GAP), AS SURVEYED, MICHIGAN STATE PLANE SOUTH ZONE GRID AZIMUTH BASIS OF BEARING:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 11, TOWN 4 NORTH, RANGE 4 WEST, CITY OF GRAND LEDGE, EATON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING ON THE SOUTHEASTERLY LINE OF SOUTH BRIDGE STREET AT THE WESTERLY CORNER OF LOT 10, BLOCK 27, ORIGINAL PLAT, VILLAGE (NOW CITY) OF GRAND LEDGE, EATON COUNTY, MICHIGAN, AS RECORDED IN LIBER 1 OF PLATS, PAGE 49, EATON COUNTY RECORDS; THENCE N 48°44'55" E 63.50 FEET ALONG SAID SOUTHEASTERLY LINE; THENCE S 41°15'05" E 132.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 9; THENCE S 48°44'55" W 88.21 FEET ALONG SAID SOUTHEASTERLY LINE; THENCE N 41°15'05" W 132.00 FEET TO THE SOUTHEASTERLY LINE OF SOUTH BRIDGE STREET; THENCE N 48°44'55" E 24.71 FEET ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING, CONTAINING 0.27 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

SURVEYOR'S NOTES

- SANITARY EASEMENT LISTED AS AN EXCEPTION IN TITLE NO.: 196821ANS, L.621, P.840, MAY BE EXPIRED.
- SOURCE OF GAP BETWEEN PARCELS 400-000-627-150-00 & 400-000-627-160-00 NOT REVEALED IN DOCUMENTS PROVIDED IN TITLE POLICIES, NOR IN SUBSEQUENT RESEARCH BY THIS OFFICE.

REVISION	DATE	DESCRIPTION

WOLVERINE
Engineers & Surveyors, Inc.

312 North Street
Mason, Michigan 48854
Ph: 317.676.9200
Fx: 317.676.9396
http://www.wolvenj.com

BRIDGE STREET PLAZA
CITY OF GRAND LEDGE
EATON COUNTY, MICHIGAN

BOUNDARY AND TOPOGRAPHIC SURVEY

PROJECT: BRIDGE STREET PLAZA

APPROVED: **DJB**

CHECKED: **DJB**

DRAWN: **MNV**

JOB NO.: **21-0673**

DATE: **1-6-22**

SCALE: **1" = 10'**

SHEET NO.: **1 OF 1**

S:\Projects\2021\21-0673 City Of Grand Ledge Bridge St\CD\DWG\mstr_SURV.dwg, Thursday, January 6, 2022, 2:11:56 PM, Mike VanEssen