

MINUTES

Monday, January 3, 2022
3:00 P.M.

Manistee County Courthouse & Government Center
Board of Commissioners' Meeting Room

Members Present: Rachel Nelson, Chair; Pauline Jaquish, Secretary/ Treasurer; Julie Griffis; and Tamara Buswinka

Members Absent: Gary Buren, Vice Chair

Others Present: George Butler, Tiny Developers; Marc Miller, Director of Economic Development (Zoom); and Lindsey Traeger, Recording Secretary

Rachel Nelson, Chair, called the meeting to order at 3:04 P.M. Roll call was taken by the Recording Secretary.

Ms. Nelson called for nominations of officers. It was noted that the County Treasurer is automatically the Chair of the Land Bank Authority.

There was a motion by Ms. Griffis, supported by Ms. Buswinka, to nominate Gary Buren as Vice-Chairperson, close nominations and cast a unanimous ballot for Gary Buren for the position of 2022 Vice- Chairperson.

A roll call vote was taken:

Yeas: 4 (Nelson, Jaquish, Griffis, Buswinka)

Nays: 0

Absent: 1 (Buren)

Motion Carried.

There was a motion by Ms. Griffis, supported by Ms. Buswinka, to nominate Pauline Jaquish as Secretary/Treasurer, close nominations and cast a unanimous ballot for Pauline Jaquish for the Position of 2022 Secretary/Treasurer.

A roll call vote was taken:

Yeas: 4 (Nelson, Jaquish, Griffis, Buswinka)

Nays: 0

Absent: 1 (Buren)

Motion Carried.

There was a motion by Ms. Griffis, supported by Ms. Buswinka, to approve the meeting agenda as presented. Motion carried by unanimous vote.

No public comment.

The Chair confirmed that each member had received a copy and had an opportunity to review the minutes from the regular meeting of the Land Bank Authority held on December 13, 2021.

There was a motion by Ms. Buswinka, supported by Ms. Jaquish, to approve the Manistee County Land Bank Authority regular meeting minutes of Monday, December 13, 2021, as presented. Motion carried by unanimous vote.

Ms. Nelson provided the finance report (APPENDIX A). We are seeing some of the five-year, 50% tax capture coming in from properties that the Land Bank has sold. We are still receiving our land contact payment. The \$50 fee is for Ms. Nelson attending the Land Bank Summit virtually.

No update on the Bear Lake (U.S. 31) property. The sewer project seems to be moving along, with meetings being held by the Sewer Authority. The sewer project has a big impact on the potential for this property. Ms. Buswinka is going to contact Kathy Schafer with the Farmers Market to see if there's interest in using the property before it sells.

Mr. Butler from Tiny Developers spoke on behalf of the Maple Street property in Bear Lake. Not much to report with the holidays. He shared that they would like to acquire property to build new tri-plex's - new, good, and affordable apartments for \$500. Mr. Butler from Tiny Developers and Ms. Buhs from Habitat for Humanity have been working together to help each other out at well.

The ARPA funds were discussed at the County Board's organizational meeting. They are hoping to move forward with allocating funds within the next few months. Ms. Nelson put together a draft position description for the Land Bank in case funds are received (APPENDIX B). Ms. Buswinka will work with Mr. Buren to put together a hypothetical site plan for the old Kennedy property as an example of what can be done by the Land Bank. Ms. Nelson will prepare a report showing the tax revenue impact.

Mr. Miller has recently joined the Housing North Board. He mentioned that he is working on scheduling another Land Bank 2.0 presentation with Jim Tischler. He wondered if the County Commissioners would be interested in that. Ms. Griffis noted that the Land Bank 1.0 presentation would probably be better geared for the Commissioners. Ms. Nelson mentioned that the Brownfield Authority and Land Bank members might be interested in participating in the 2.0 presentation.

The Authority reviewed a template document provided by Jim Tischler with the State Land Bank Authority for holding property in trust (APPENDIX C). This is a legal agreement that outlines the Land Bank being deeded property from a non-profit or entity, and when all the items in the agreement are completed, it then gets deeded back to the non-profit or entity. This is another tool to keep in mind when considering projects.

The Land Bank meetings for February 2022 through January 2023 will be held on the second Monday of every month at 3:00 P.M., except February and August 2022. The meeting in February will be the first Monday and the meeting in August will be on the third Monday.

Ms. Nelson mentioned that a small side lot that the Land Bank owns in the City is in the process of selling to the adjacent owner.

There being no further business to come before the Authority, the meeting was adjourned at 4:30 P.M.

Respectfully Submitted,

Pauline Jaquish, Land Bank Authority Secretary/Treasurer

Fund 238 - LAND BANK AUTHORITY FUND

Account	Description	2021-22 Amended Budget	YEAR-TO-DATE THRU 12/31/21	Available Balance	% Used
Revenues					
Department 000: GENERAL					
404.000	TAX CAPTURE - LAND BANK				
10/12/2021	CR LAND BANK		1.72 Receipt #: 70666		
12/28/2021	CR COUNTY LAND BANK		180.09 Receipt #: 71497		
404.000	TAX CAPTURE - LAND BANK	500.00	181.81	318.19	36.36
668.000	LAND CONTRACT				
10/04/2021	GJ JE# 6440		253.20 JE# 6440		
11/03/2021	GJ JE# 6503		253.20 JE# 6503		
668.000	LAND CONTRACT	3,038.00	506.40	2,531.60	16.67
Total - Dept 000		3,538.00	688.21	2,849.79	19.45
Total Revenues		3,538.00	688.21	2,849.79	19.45
Expenditures					
Department 000: GENERAL					
727.000	OFFICE SUPPLIES	500.00	0.00	500.00	0.00
800.000	CONTRACTED SERVICES	500.00	0.00	500.00	0.00
806.000	ATTORNEY FEES	1,000.00	0.00	1,000.00	0.00
812.000	DUES AND FEES				
10/21/2021	AP MICHIGAN ASSOCIATION OF LAND BANKS/2021 MALB SUMMIT VIT		50.00 Inv #: '2016' Vendor '4595'		
812.000	DUES AND FEES	125.00	50.00	75.00	40.00
860.000	TRAVEL	500.00	0.00	500.00	0.00
901.000	ADVERTISING	500.00	0.00	500.00	0.00
995.000	MISC. EXPENSE	413.00	0.00	413.00	0.00
Total - Dept 000		3,538.00	50.00	3,488.00	1.41
Total Expenditures		3,538.00	50.00	3,488.00	1.41
NET OF REVENUES AND EXPENDITURES		0.00	638.21	(638.21)	

APPENDIX A

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	BALANCE DEBIT	BALANCE CREDIT
Fund 238 - LAND BANK AUTHORITY FUND				
238-000-001.000	CASH		25,749.72	
238-000-202.000	ACCOUNTS PAYABLE			
238-000-214.000	DUE TO OTHER FUNDS			
238-000-390.000	FUND BALANCE			17,280.93
238-000-400.000	REVENUE CONTROL	0.00		
238-000-404.000	TAX CAPTURE - LAND BANK	500.00		181.81
238-000-540.000	STATE REIMBURSEMENTS	0.00		
238-000-647.000	SALE OF LAND	0.00		
238-000-668.000	LAND CONTRACT	3,038.00		506.40
238-000-699.020	TRANSFER IN - OTHER FUNDS	0.00		
238-000-727.000	OFFICE SUPPLIES	500.00		
238-000-800.000	CONTRACTED SERVICES	500.00		
238-000-806.000	ATTORNEY FEES	1,000.00		
238-000-807.000	DUES	0.00		
238-000-812.000	DUES AND FEES	125.00	50.00	
238-000-860.000	TRAVEL	500.00		
238-000-901.000	ADVERTISING	500.00		
238-000-995.000	MISC. EXPENSE	413.00		
Total Fund 238 - LAND BANK AUTHORITY FUND				
NET OF REVENUES/EXPENDITURES - 2020-21		0.00	25,799.72	7,830.58 25,799.72

LAND BANK SUPPORT SERVICES REQUEST FOR PROPOSALS FOR INDEPENDENT CONTRACTOR

History and Mission:

The Manistee County Land Bank Authority (Land Bank) was established in 2018 under the Land Bank Fast Track Act (2003 PA 258, MCL 124.751 to 124.774) and is a separate legal entity and public body corporate. The Land Bank is governed by a 5 member Board of Directors representing specific groups: the County Treasurer (Chair by statute), one County Commissioner, one member representing the construction/building trades, one member representing community development/real estate, and one member at-large. The Land Bank is tasked with returning tax-reverted and abandoned properties back to the tax rolls. Land Banks help alleviate the burden of vacant, blighted, and abandoned properties on local municipalities and help to strengthen and revitalize communities by removing blight, increasing home values, creating a positive economic impact, and fueling economic development and growth. Priorities of the Land Bank include homeownership and affordable housing, residential and commercial development, neighborhood revitalization, and returning property to productive tax-paying status. Property can be acquired by donation, purchase, or through the property tax foreclosure process. Properties owned by the Land Bank are automatically eligible for a Brownfield Plan and incentives, are eligible for expedited quiet title, which takes a clouded title through the legal process for resolution, and many grant opportunities exist.

General Summary:

The Support Services Independent Contractor will work to achieve the goals set forth by the Land Bank. The position is not an employee of Manistee County, but rather an independent contractor that reports directly to the Land Bank. Any contract awarded shall be for a 12 month period, with an opportunity for an additional 12 months under the same contract terms, at the discretion of the Land Bank.

Essential Duties and Responsibilities:

- Pursue the acquisition of properties for projects.
- Pursue developers for projects.
- Pursue grant opportunities and assist with managing grants that are received.
- Have good relationships throughout the community (local units of government, public and private community organizations and agencies, etc), and seek project ideas from community members.
- Work closely with local housing and economic development organizations to see how the Land Bank might assist with their projects.
- Have positive relationship with the Manistee County Brownfield Authority.
- Continue partnerships with Manistee Habitat for Humanity and Tiny Developers, and pursue other partners.
- Attend Land Bank trainings held locally or through webinar.
- Maintains frequent contact with the Board Chair and attends Land Bank meetings.
- Follow the Land Bank's Bylaws, Articles of Incorporation, Intergovernmental Agreement, Code of Ethics, and Priorities, Policies and Procedures.
- Other duties as assigned by the Land Bank.

Qualification and Experience:

- A Bachelor's Degree in Business Administration, Public Administration, Community Development, Urban Planning, or a similar field is preferred.
- Knowledge of Michigan Land Bank Authorities and Brownfield Redevelopment Authorities is preferred.
- Five years experience in business management, urban planning, or related field.

Required Proposal Content:

- Letter of interest containing name, title, email, and phone number. If a firm is submitting a proposal, please also include the name of the lead individual and any subcontractors.
- Resume listing qualifications and detailed explanation of related experience.
- Pricing proposal including hourly rate and estimate of hours needed to provide service.
- Three references.

DRAFT

LAND BANKING AGREEMENT

This Land Banking Agreement (the "Agreement"), effective as of MONTH XX, 2020 (the "Effective Date"), is entered into between the State Land Bank Authority, whose address is Post Office Box 30766, Lansing, Michigan 48909 (the "SLB") and North River Hills, LLC, whose address is 11575 Edgerton Avenue, Rockford, Michigan 49341 (the "NRH").

RECITALS

WHEREAS, the above-identified parties have mutually accepted the following:

A. NRH is the owner of the real property legally described on the attached Exhibit A (the "Property") located at the north end of River Hills Drive in the City of Newaygo, County of Newaygo, State of Michigan.

B. NRH proposes to complete a residential development of the Property, however the Property does not have the necessary infrastructure and other site preparations and currently is not an eligible Brownfield site.

C. The residential development of the Property is not financially feasible without Brownfield incentives.

D. The City of Newaygo desires the residential development to occur and the SLB is willing to assist to make the Property eligible for Brownfield incentives.

E. NRH desires to transfer the Property to SLB so that the Property may become eligible for Brownfield incentives. NRH shall buy-back the Property, pursuant to the terms and conditions set forth in this Agreement.

F. The SLB and NRH desire to establish the terms, covenants, and conditions upon which NRH will transfer the Property to SLB and SLB shall convey the Property back to NRH.

NOW, THEREFORE, in consideration of the economic development potential of the Property committed to by NRH, the submission of a proposed brownfield development plan, and the mutual covenants and agreements contained in this Agreement, receipt of which is severally acknowledged, SLB and NRH hereby agree as follows:

1. Transfer of Property.

1.1. Within XX days of the Effective Date, assuming all other conditions set forth herein are satisfactory to SLB, NRH will transfer to SLB all of its rights, title and interest in the Property (the "Transfer"). The Property shall be conveyed by warranty deed (acceptable to SLB) to the SLB with NRH bearing all costs and fees associated with the Transfer. NRH shall also be responsible for paying all real property taxes and assessments, if any, that are not only due and payable at the time of the Transfer, but also all real property taxes and assessments, if any, that may become due and payable while SLB holds title to the Property. The SLB shall file a Property Transfer Affidavit of the transfer.

1.2. NRH shall be required to buy-back the Property, as set forth in Section 3 of this Agreement.

1.3. The Property shall have no liens, judgements, mortgages, or other encumbrances held by any third party. As evidence thereof, NRH shall furnish at its sole expense suitable title evidence, to wit: a commitment for title insurance or a title search in a form acceptable to SLB. Said title evidence shall be issued in advance of the conveyance and shall be approved by SLB prior to the Transfer contemplated hereby. SLB may require that an acceptable owner's policy of title insurance without standard exceptions be provided to SLB at the closing of the Transfer. SLB may also require that an acceptable survey of the Property be provided to SLB prior to the closing of the Transfer. These shall be paid for by NRH. As of the date of the Transfer of the Property no third party shall have any interest, lease, license, permit or other occupancy or use rights therein.

1.4. NRH shall provide to SLB in advance of the Transfer any and all environmental assessments which it has in its possession and shall provide access to surveys, maps, plans and diagrams concerning the Property. The SLB retains the right to refuse to accept the Transfer of the Property in the event the Property, or any part of it, is characterized as being subject to any environmental contamination. NRH acknowledges and affirms that neither NRH, nor any of its officers, directors, agents or employees have any knowledge of environmental contamination on the Property.

1.5. NRH shall be responsible for paying any and all water and other utility bills, if any, that are not only due at the time of the Transfer, but also any and all water and other utility bills, if any, that may become due while SLB holds title to the Property.

2. Terms and Use of Property.

2.1. Within XX days following the Transfer of the Property, NRH shall apply to and receive final approval from the Newaygo County Brownfield Redevelopment Authority (the "NCBRA") for a Brownfield Plan Amendment to allow the inclusion of the Property. SLB shall cooperate with NRH, the City of Newaygo, and the NCBRA for the approval of any Brownfield Plan Amendment to allow the inclusion of the Property. The SLB shall have no financial obligations related to the NRH's application to the NCBRA.

2.2. Following the Transfer of the Property, SLB authorizes NRH to enter the Property, with prior notice to and consent of SLB, which shall not be unreasonably delayed or withheld, to conduct Development Activities (as defined herein), and NRH hereby releases and agrees to hold harmless SLB from any and all liability associated with such entry, and represents and warrants that it will comply with all applicable laws, rules, regulations and ordinances regarding environmental and other matters. It is NRH's responsibility to obtain any and all necessary permits and licenses required to perform the Development Activities set forth herein and, when applicable, to arrange for subsequent inspections through the appropriate authorities. NRH will comply with all applicable local codes, regulations and ordinances, and will comply with all applicable State and Federal codes and laws.

2.3. NRH shall indemnify, defend, and hold harmless the SLB, its Board and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to SLB's performance under this Agreement, SLB's ownership of the Property, or any liability resulting from any acts of NRH's employees or agents.

2.4. NRH shall obtain, at its sole cost and expense prior to commencement of any Development Activities on the Property, a policy of commercial general liability insurance (as set forth below) to protect the Indemnified Parties from claims that might arise out of or as a result of NRH's or its contractor's operations or activities on, at or related to the Property. Additionally, NRH shall require its subcontractors to purchase and maintain, at their sole expense and as long as they are providing services to NRH, the following insurance coverage:

- A. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include SLB as additional named insured for work performed by NRH or subcontractor or for NRH in accordance with this Agreement.

Minimum Limits:

- \$1,000,000 per occurrence / \$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

- B. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include SLB as additional named insured for work performed by or for NRH in accordance with this Agreement.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person / \$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage **OR**
- A combined single limit of \$1,000,000 per occurrence

Insurance coverage shall cover all claims against SLB, or their respective officials and employees, arising out of the work performed by NRH or any of its subcontractors under this Agreement. For all work subcontracted, it shall be the responsibility of NRH to maintain (or to arrange for the subcontractors to maintain) Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, NRH shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to SLB. Cancellation, material restriction, non-renewal

or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by SLB. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. NRH waives all rights against the SLB for the recovery of damages that are covered by insurance policies the NRH is required to maintain pursuant to this Agreement. The NRH's failure to obtain and maintain the required insurance will not limit this waiver. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by SLB. If the NRH's policy contains coverage limits higher than the required minimums, the SLB is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the NRH to any indemnified party or other person.

Any and all required insurance policies shall be maintained until Reconveyance has occurred as set forth in Section 3 of this Agreement. NRH shall be responsible for providing evidence of the renewal of any insurance policy.

2.5. NRH shall provide complete release and waiver of all liens arising out of Development Activities or this Agreement, or a bond satisfactory to the SLB indemnifying it against any lien, all to the satisfaction of the SLB.

2.6. Development Activities shall mean:

2.7. During the term of this Agreement, the SLB shall have no obligation to secure or maintain the Property. It is understood that NRH will provide any and all required maintenance, insurance, and security during the term of this Agreement. To the extent SLB shall incur any costs to maintain the Property in compliance with all governmental laws, rules, regulations or ordinances, NRH shall pay the actual costs incurred by the SLB, plus a 20% administrative fee, payable on the day the Closing occurs.

2.8. Regardless of the date of Closing, the NRH shall be responsible for any and all taxes and utilities upon the Property.

3. Reconveyance.

3.1. Following final approval from NCBRA for any Brownfield Plan Amendment to allow the inclusion of the Property, NRH shall have 120 days (but in no event sooner than January 1, 2021) in which to buy-back the Property (the "Reconveyance") from SLB (the "Reconveyance Period") and close as provided in Section 6. The SLB shall convey to NRH all of its rights, title and interest in the Property. The Property shall be reconveyed by quit claim deed conveying marketable title to the Property to NRH, but NRH shall bear all costs and fees associated with the Reconveyance.

3.2. NRH shall be responsible for paying all real property taxes and assessments, if any, that are due and payable at the time of the Reconveyance, but also all real property taxes

and assessments, if any, that may become due and payable thereafter. NRH shall be responsible for paying any and all water and other utility bills, if any, that are due at the time of the Reconveyance but also any and all water and other utility bills, if any, that may become due thereafter.

The SLB shall also have the right, at any time within the Reconveyance Period, to require NRH to exercise its buy-back right by giving written notice of the requirement that it exercise its right to buy-back the Property. In such case, NRH must exercise its right to buy-back the Property within 30 days of receipt of such notice.

4. Default. In the event of default by NRH, SLB will provide written notice of default to NRH. If NRH fails to cure within 30 days after the SLB's written notice SLB shall be entitled to, at its election: (i) terminate this Agreement by written notice delivered to NRH and recover from NRH all reasonable out of pocket costs and expenses incurred by the SLB in connection with its ownership of the Property, the negotiation of this Agreement, and all other matters relating to its efforts in support of the Brownfield Plan Amendment; or (ii) obtain specific performance of the terms and conditions hereof.

In the event of default by SLB, NRH will provide written notice of default to SLB. If SLB fails to cure within 30 days after the NRH's written notice NRH shall be entitled to, at its election: (i) terminate this Agreement by written notice delivered to SLB; or (ii) obtain specific performance of the terms and conditions hereof.

5. Indemnification. NRH agrees to hold harmless, indemnify and defend the SLB, its officers, directors, employees and agents from and against any and all claims, losses, damages, liabilities and costs, including, but not limited to, costs of defense arising out of, or in any way connected wholly or in part with the Property, SLB's ownership of the Property, or this Agreement.

6. Closing and Possession. The Closing will occur at a location and time agreed upon by both the SLB and NRH, not more than 30 calendar days after the expiration of the Reconveyance Period (the "Closing"). SLB shall deliver possession of the Property to NRH at the Closing.

6.1. A Quit Claim Deed will be prepared by SLB. All other closing documents will be prepared by the NRH. All closing costs, title insurance premiums, taxes and special assessments, if any, will be paid by NRH. Each of the parties shall be responsible for its own legal fees.

6.2. At Closing SLB will convey title to the Property by Quit Claim Deed, subject to any and all permitted exceptions, liens, charges, actions, encumbrances, covenants, conditions, restrictions, zoning ordinances and title exceptions, if any. NRH will accept the Property "AS IS, WHERE IS, WITH ALL FAULTS" that is, in its then present condition. The SLB shall record the Quit Claim Deed.

6.3. The execution and delivery of the Quit Claim Deed by the SLB will be deemed to be in full performance and discharge of all the terms and conditions of this Agreement to

be observed or performed by SLB, except those that are stated expressly to survive the Closing.

7. Zoning, Safety and Regulatory Compliance. When title passes to the NRH at Closing, the Property will immediately become subject to certain State of Michigan (the "State") safety and regulatory laws and to certain local ordinances and regulations (including zoning and use requirements) to which the Property was not previously subject to because it was owned by the State. NRH acknowledges that in certain substantial respects the Property may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. NRH acknowledges that it will comply with all zoning and use requirements. The NRH acknowledges that the SLB is under no obligation to take any action to bring the Property into compliance with such statutes, and that the NRH has had the opportunity to make a personal inspection of the Property. The NRH further acknowledges that it is the NRH's responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

8. Real Estate Broker. The SLB and NRH acknowledge that there is no broker entitled to any fee.

9. Notices. Notices under this Agreement must be delivered to:

NRH:

North River Hills, LLC
11575 Edgerton Avenue
Rockford, Michigan 49341
Attention: John Bitely

SLB:

State Land Bank Authority
PO Box 30766
Lansing, Michigan 48909
Attention: Director

Facsimile or electronic notices will not be accepted. Either party may change its address by giving notice of the change to the other party.

10. NRH Representations and Warranties. NRH represents and warrants to SLB:

10.1. NRH has the full right, power and authority to transfer, and buy-back, the Property as provided in this Agreement and to carry out NRH's obligations hereunder, and all requisite action necessary to authorize NRH to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of NRH is authorized to do so.

10.2. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against NRH which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

10.3. The representation and warranties of NRH will survive the Closing.

The foregoing representations shall be continuing and shall be true and correct as of the Effective Date and as of the Closing, and all such representations shall survive the Closing.

11. Public Policy Provisions.

11.1. Nondiscrimination. Pursuant to MCL 37.2209 and MCL 37.1209, NRH will comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, 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, NRH 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, age, 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. NRH agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

11.2. Unfair Labor Practices. Pursuant to MCL 423.324, the State may void a contract if NRH or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 et seq. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

12. Miscellaneous Provisions.

12.1. It is expressly understood and agreed that neither the SLB nor the NRH may assign its interest under this Agreement or any portion thereof without the prior written consent of the other party, its successors or assigns which consent shall not be unreasonably withheld or delayed.

12.2. Prior to Closing, any news releases or other media releases to the public of information with respect to the sale of the Property or any matters set forth in this Agreement will be made only in the form approved by SLB in writing.

12.3. Each provision of this Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement is declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

12.4. This Agreement may be changed or modified only if in writing and signed by both parties.

12.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to a Closing, as may be reasonably requested by the other party to consummate more effectively this Agreement. Without limiting the generality of the foregoing, NRH will, if requested by SLB, execute acknowledgments of receipt with respect to any materials delivered by SLB to NRH with respect to the Property. The provisions of this Section will survive Closing.

12.6. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of SLB and NRH only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

12.7. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

12.8. Captions and headings used in this Agreement are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Agreement.

12.9. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

13. **Governing Law.** This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan, and no action will be commenced against SLB, its designee, agents or employees for any matter whatsoever arising out of this Agreement in any court other than the Michigan Court of Claims.

14. **Entire Agreement.** This instrument constitutes the entire agreement between the SLB and the NRH, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Agreement will inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

[signatures begin on the next page]

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the dates written below and this Agreement shall be effective as of the Effective Date.

NRH:
NORTH RIVER HILLS, LLC

By: John Bitely
Its: XXX

Dated: _____

SLB:
STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Dated: _____

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

SW1/4 SW1/4 EXC PLAT OF RIVER HILLS ESTATES SEC 13, T12N R13W CITY OF
NEWAYGO

Parcel No.: 18-13-300-011

Commonly known as: Vacant land at the north end of River Hills Drive in the City of Newaygo,
County of Newaygo, Michigan