

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the Code of the City of Flint by amending Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons.

IT IS HEREBY ORDAINED BY PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the provisions of Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons, shall be amended by adding subsection (EE), which shall read in its entirety as follows:

(EE) THE CITY ACKNOWLEDGES THAT **CLARK COMMONS III, LIMITED DIVIDEND HOUSING ASSOCIATION, LLC A LIMITED LIABILITY COMPANY** (THE "OWNER") HAS OFFERED, SUBJECT TO RECEIPT OF AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE LOAN AND/OR ALLOCATION OF LOW INCOME HOUSING TAX CREDITS FROM THE MICHIGAN STATE HOUSING AND DEVELOPMENT AUTHORITY ("MSHDA"), TO OWN AND OPERATE A HOUSING PROJECT IDENTIFIED AS "CLARK COMMONS III" (THE "PROJECT") ON CERTAIN PROPERTY LOCATED IN THE CITY TO SERVE PERSONS AND FAMILIES OF LOW INCOME, AND THAT THE SPONSOR HAS OFFERED TO PAY THE CITY ON ACCOUNT OF THIS HOUSING DEVELOPMENT AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN LIEU OF AD VALOREM TAXES.

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX BENEFITS OF PAYING A SERVICE CHARGE

IN LIEU OF AD VALOREM TAXES (BUT NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. THE ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO FOUR PERCENT (4%) OF THE ANNUAL SHELTER RENTS, EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF RENT PAYABLE UNDER ANY GOVERNMENTAL SUBSIDY. NOTWITHSTANDING THE FOREGOING, THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

\_\_\_\_\_  
Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler, July 15, 2020, 09:47 AM  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

**PAYMENT IN LIEU OF TAXES  
(PILOT)  
APPLICATION**



**CITY OF FLINT**

1101 S SAGINAW ST.  
FLINT, MI 48502  
TEL: 810-766-7436

*Craig*

## **PURPOSE**

To administer the City of Flint Code of Ordinances 18-4.1 to 18-4.8, establishing a class of housing developments pursuant to the State Housing Development Authority Act of 1966, known as Act 436 of the Acts of 1966, being MCLA §§ 125.1401 et seq. , as amended, which are exempt from property taxes, paying instead a service charge to be paid in lieu of taxes (PILOT) by any or all classes of housing exempt from taxation under this Act at any amount it chooses, but not to exceed the taxes that would be paid for if not for this Act.

The City acknowledges that serving persons of low income is a public necessity, and as such the City of Flint will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. The applicant for a PILOT is affirming that the economic feasibility of this housing development is reliant on this requested tax exemption.

Furthermore, in considering this application for PILOT, the evaluators of such request shall consider that the community shall be developed in a manner consistent with the adopted Master Plan and Consolidated Action Plan. Evaluation of the application should take into consideration maintaining the overall goals and objectives set forth in these plans.

## **ELIGIBILITY**

- 1) Applicant must be a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park cooperative or mobile home park association, and must be financed with a federally-aided or Michigan State Housing Development Authority (MSHDA) aided mortgage or advance or grant from MSHDA.
- 2) PILOT has been requested during the planning stage of the project; any development project under construction at the time of application is not eligible to apply for, or to receive, a PILOT.
- 3) The applicant must own the property or have an option or other right to purchase the property under consideration and provide in application.
- 4) Housing development must contain a minimum of 51% affordable units.
- 5) Project includes a Low Income Housing Tax Credit (LIHTC) allocation.
- 6) The property is not designated as a Brownfield or 5/50 property.
- 7) All parcels that are separate have been combined through proper City channels.

## PROCESS

1) **Mandatory Pre-Application Conference:** This will be a meeting of all applicable City Departments to include:

- City Administrator
- City Planner
- City Engineer
- City Treasurer
- City Assessor
- Chief Building Official
- Community and Economic Development Staff
- Representatives of applicant development team

This meeting will serve to familiarize all parties with the scope of the project and any issues that may exist. The applicant will also be familiarized with the PILOT process and policies.

2) **Submission of Application:** Application form must be complete and packet of required supporting documentation assembled based upon requirements set forth in the application. Any additional concerns or items that were discussed in the Pre-Application Conference should also be addressed. Application forms are available on both the City of Flint website and in the Department of Community and Economic Development.

One original and one electronic copy shall be submitted no later than seven (7) weeks before the Regular City Council meeting, which are typically held on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month.

3) **Internal (Administrative) Review:** An internal review will occur, resulting in either Administrative approval within three (3) weeks or return to the applicant for corrections.

Applications will be scored on a scoring matrix as attached in this application.

Administrative approval will move the application forward to an ordinance amendment that will be placed on the Government Operation Committee meeting agenda.

4) **Council Committee Review:** Meetings are held the Wednesday prior to the Regular City Council meeting. The developer is required to be in attendance at this meeting to answer any questions the committee may have.

5) **Review by City Council:** Once committee approval is obtained, the ordinance amendment will proceed to the following Regular City Council Meeting (the Monday following committee). The developer is required to be in attendance at this meeting.

6) **Approval:** If the PILOT application is approved by resolution of the City Council, a certified copy of the resolution and a copy of the minutes will be provided to the applicant. Additionally, digital copies will be provided to all applicable City Departments.

**\*Note: All applicants are required to file their MISDA affidavit with the City Assessor by November 1 of the year before the PILOT is to take effect.**

## **APPLICATION REQUIREMENTS**

1) Completed Application Form

2) Narrative:

- a. Background information:
  - i. Development experience of team
  - ii. Describe the corporate partnership structure
  
- b. Describe the proposed Project (include the following sections):
  - i. Intended usage/target market
  - ii. Economic impact
  - iii. Environmental impact (to include any mitigation actions taken)
  - iv. Impact on City infrastructure (transportation and utilities)
  - v. Impact on City services (police, fire, EMS, code enforcement)
  - vi. Square footage of the building and land to be renovated
  - vii. Architectural renderings to include the number and type of units
  - viii. Any other information to fully explain the project
  
- c. Describe the marketing of the project, clearly identifying the intended market. If the project is speculative, how long is full occupancy expected to take and who will be the property manager?
  
- d. Briefly describe the ownership and tax information for this project:
  - i. State the location or the proposed project to include street address, parcel ID, and the legal description.
  - ii. Name of the property owner at the time of application.
  - iii. If the applicant is not the current owner of record, attach a valid option to purchase.
  - iv. Describe any and all financing, options, and liens on the property
  - v. State the current assessed value of the property.
  - vi. Are any assessments currently under appeal? If yes, describe.
  
- e. Provide a detailed development pro forma outlining proposed hard, soft and financing costs associated with the development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction, and permanent financing, as well as any government assistance. Proposals must contain detailed cost breakdowns.
  
- f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT.
  
- g. Provide a detailed schedule of rents and income limits of lessees

- h. Provide housing market data to show demand.
- i. State a proposed timeline for the Project to include:
  - i. Closing of the loan or contributing financing
  - ii. First expenditure of funds with regards to the project
  - iii. Anticipated date construction will begin
  - iv. Anticipated date of completion
- j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members.
- k. To receive application bonus points, address the following:
  - i. Mixed use (PILOT ONLY applies to housing- not commercial SF)
  - ii. Energy efficiency and green practices
  - iii. Neighborhood and block club outreach (Full list of outreach done)
  - iv. External amenities (walk score, proximity to transit, jobs, etc)
- l. Include a copy of the completed MSHDA application for Low Income Housing Tax Credits (LIHTC) within thirty (30) days of submittal to MSHDA.

(APPLICATION FORM ON NEXT PAGE- ATTACH APPLICATION FORM TO  
THE REQUIRED NARRATIVES AND SUPPORTING DOCUMENTS)



**PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION**  
**CITY OF FLINT**

**APPLICANT INFORMATION**

<b>ENTITY NAME</b>	Clark Commons III LDHA LLC
<b>REPRESENTATIVES NAME</b>	Lori Harris
<b>ADDRESS</b>	200 S. Division Street Buffalo, New York 14204
<b>TELEPHONE NUMBER</b>	518-431-1051
<b>E-MAIL ADDRESS</b>	lharris@norstarus.com

**GUARANTORS INFORMATION**

<b>ENTITY NAME</b>	Norstar Development USA, L.P.
<b>ENTITY PRINCIPAL</b>	Richard Higgins, President
<b>ADDRESS</b>	733 Broadway Albany, New York 12207
<b>TELEPHONE NUMBER</b>	518-431-1051
<b>E-MAIL ADDRESS</b>	rhiggins@norstarus.com

<b>ENTITY NAME</b>	
<b>ENTITY PRINCIPAL</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

## **PROJECT INFORMATION**

<b>PROJECT NAME</b>	Clark Commons III
<b>ADDRESS OF PROJECT</b>	Scattered sites bounded by Saginaw St., Mary St., MLK Blvd and E 5 <sup>th</sup> Avenue
<b>PARCEL ID</b>	See attached list—62 parcels
<b>LEGAL DESCRIPTION</b>	

## **DEVELOPMENT TEAM**

<b>APPLICANT PRIMARY POINT OF CONTACT</b>	Lori Harris, Vice President, Norstar Development USA, L.P.
<b>ARCHITECTURAL FIRM</b>	Fusco, Shaffer & Pappas, Inc.
<b>CONSTRUCTION PROJECT MANAGER</b>	Robert Nickoloff, Vice President, Norstar Building Corporation
<b>GENERAL CONTRACTOR FOR PROJECT</b>	Norstar Building Corporation

*Applicant is to attach items a-l as required in the narrative portion of the application.*

- a. Background information
- b. Project description
- c. Project marketing/target market
- d. Ownership description/tax information
- e. Detailed development pro forma
- f. Operating pro forma
- g. Schedule of rents/income levels
- h. Housing market data supporting demand
- i. Proposed project timeline
- j. Conflicts of interest
- k. Application bonus point items
- l. MSHDA application for LIHTC credits



**Clark Commons III - FLINT, MICHIGAN**  
**PILOT APPLICATION—Project Narrative**

**a. Background Information**

i. Development Experience of Team: The development includes Norstar Development USA, L.P. (developer), Norstar Building Corporation (general contractor) and Fusco, Shaffer & Pappas, Inc. (architect). Norstar has developed more than 7,000 units in New York, Florida, Alabama, Texas, and Michigan, including nearly 900 in Michigan, and Norstar Building Corporation has building experience in Detroit and Ann Arbor, as well as in New York and Texas. The development team features extremely strong professional collaboration amongst its team members. Norstar Development shares principals with the General Contractor, Norstar Building Corporation, and this provides seamless execution of the development concept through construction. The developer, Norstar Development USA, L.P. and the architect, Fusco, Shaffer & Pappas, Inc. have worked together previously on the Gardenvue portfolio located in Detroit, MI. This has resulted in the successful completion of seven phases, resulting in a total of 638 units.

ii. Corporate Partnership Structure: The ownership entity will be Clark Commons III Limited Dividend Housing Association Limited Liability Company. The entity will be controlled by a Norstar-affiliate, with an investor partner in the partnership as well.

**b. Project Description**

i. Intended Usage/Target Market: The proposed Clark Commons III project will result in a mixed income project of 97 residential units, 65 of which will receive Section 8 Project-Based Vouchers ("PBV") subsidies from HUD through a RAD conversion, thirty-two (32) will be LIHTC only assisted units.

ii. Economic Impact: Creating infill development in the Smith Village area builds upon existing City investment in the area and utilizes 62 publicly-owned parcels; 61 vacant and one with a structure in poor condition that will be demolished. The project construction will also provide employment opportunities for local subcontractors.

iii. Environmental Impact (including mitigation actions): A Part 50 review is required as a result of the HUD Choice Neighborhoods Funds, and this review will also cover HOME funds. Further, Norstar's environmental consultant is in contact with EGLE regarding a mitigation plan for environmental conditions recognized in the project's Environmental Site Assessments.

iv. Impact on City infrastructure (transportation and utilities): Since the project is infill, existing infrastructure can be utilized. This infrastructure is some of the newer in the city, as it is from the relatively recent Smith Village development. The 97 units should not have a negative impact on City utility infrastructure. The project's units are near public bus transportation, served by two routes, and the 97 units should not place excess strain on the bus system.

v. Impact on City services (police, fire, EMS, code enforcement): The project should not have a negative impact on City services. No impact is assumed for police, fire and EMS services. The project is utilizing 61 currently vacant parcels and 1 parcel with a structure in poor condition from the City of Flint and the Genesee County Land Bank. This takes the burden of maintenance from these entities, and it can be hypothesized that improving these parcels will exert pressure on other nearby landowners to maintain their properties.

vi. Square Footage of the building and land to be renovated: The project is twenty-two new construction residential buildings. Total unit square footage will be 108,762 sf.

vii. Architectural renderings to include the number and type of units: Attached. The proposed project includes one-floor ranch units without garages (1-, 2-, 3- and 4-BR units), two-story townhome units (2, 3- and 4-BR units) without garages, and an apartment building with 2-BR

ranch units and townhome units and one 3-BR ranch unit. The project will include one, two, three, and four-bedroom units. The project includes a tot lot that is located on the corner of Wood St and Avenue B, next to and across the street from a Clark Commons Phase 2 building for maximum visibility.

In the overall project, there are thirteen (13) 1-bedroom units, fifty (50) 2-bedroom units, thirty-one (31) 3-bedroom units and three (3) 4-bedroom units. The project will include 65 RAD units. The Flint Phase II project includes twenty-two (22) residential buildings comprised of sixty-two (62) parcels in the approximate 8-block area.

viii. Any other information to fully explain project: This project is the third housing phase of the City of Flint/Flint Housing Commission's recent Choice Neighborhoods Implementation Grant plan. This phase includes 65 units reserved for existing Atherton East residents.

c.	Project	Marketing/Target	Market
<p>The intended market of the project includes those FHC residents moving from Atherton East, any residents whose earnings are at or below 60% of the Area Median Income, and any residents whose earnings are at or below 80% of the Area Median Income. The property manager is Premier Property Management, an experienced and knowledgeable manager that Norstar has a long-standing relationship with beginning in Detroit. Marketing for the project will abide by an Affirmative Fair Housing Marketing Plan, approved by MSHDA. Leasing will start when the first units are completed, likely spring 2022, and full occupancy is expected by the end of 2022.</p>			

**d. Ownership Description/Tax Information**

i. Location--The project is scattered-site, bounded by Root St., Mary St., MLK Blvd., and E 5<sup>th</sup> Avenue. The parcel IDs are:

**CITY-OWNED**

1. 1523 Avenue A (40-12-230-033)
2. Avenue A (40-12-281-062)
3. 1028 Avenue A (40-12-281-059)
4. Avenue A (40-12-281-063)
5. 1010 Avenue A (40-12-281-057)
6. 1004 Avenue A (40-12-281-056)
7. N Saginaw St (40-12-236-009)
8. Avenue C (40-12-256-001)
9. Williams St (40-12-256-002)
10. Avenue C (40-12-256-003)
11. Avenue B (40-12-256-013)

**LAND-BANK OWNED**

12. Avenue A (40-12-280-028)
13. 1125 Avenue A (40-12-280-026)
14. Avenue A (40-12-280-027)
15. 1022 Avenue A (40-12-281-058)
16. E Wood St (40-12-236-002)
17. Chippewa St (40-12-236-003)
18. Chippewa St (40-12-236-004)

19. 1425 Saginaw St (40-12-236-005)
20. Williams St (40-12-256-009)
21. Avenue B (40-12-256-010)
22. 1137 Avenue B (40-12-256-011)
23. 1133 Avenue B (40-12-256-012)
24. Louisa St (40-12-427-001)
25. 916 MLK (40-12-427-002)
26. 912 MLK (40-12-427-003)
27. Louisa St (40-12-427-013)
28. 520 Louisa St (40-12-427-015)
29. 524 Louisa St (40-12-427-032)
30. Louisa St (40-12-427-017)
31. Louisa St (40-12-427-018)
32. 913 Root St (40-12-427-019)
33. Avenue A (40-12-277-008)
34. Avenue A (40-12-277-009)
35. Avenue A (40-12-277-010)
36. 1306 Avenue A (40-12-277-011)
37. 1302 Avenue A (40-12-277-012)
38. Mary St (40-12-206-004)
39. 316 Crosby St (40-12-206-005)
40. Mary St (40-12-206-006)
41. Mary St (40-12-206-007)
42. Mary St (40-12-206-008)
43. Mary St (40-12-206-009)
44. 328 Mary St (40-12-206-010)
45. 332 Mary St (40-12-206-011)
46. Avenue B (40-12-230-011)
47. E Wood St (40-12-230-012)
48. E Wood St (40-12-230-013)
49. 318 Crosby St (40-12-207-005)
50. Crosby St (40-12-207-006)
51. 326 Crosby St (40-12-207-007)
52. 330 Crosby St (40-12-207-008)
53. Crosby St (40-12-207-009)
54. 336 Crosby St (40-12-207-010)
55. Mary St (40-12-230-015)
56. Mary St (40-12-230-016)
57. 1531 Avenue A (40-12-230-017)
58. Avenue A (40-12-230-018)
59. 1536 Avenue B (40-12-230-001)
60. Mary St (40-12-230-002)
61. 1530 Avenue B (40-12-230-029)

MI LAND BANK FAST TRACK AUTHORITY

62. Avenue B (40-12-230-028)

- ii. Property Owner at time of Application--The property owners include the City of Flint for 11 parcels, the Genesee County Land Bank for 50, and the Michigan Land Bank Fast Track Authority for 1.
- iii. Options to Purchase--Attached are the Options to Purchase for the City of Flint Parcels, as well as the Land Bank parcels. Attached is a screen shot showing that the request for Option is in process. The Option will be sent to the City as soon as it is executed.
- iv. Financing, Options, and Liens on Property--To our knowledge, no existing financing or liens on the project parcels; the only existing options are the ones Norstar holds with the Land Bank/City/MI Land Bank Fast Track Authority.
- v. Current Assessed Value--The options for the City and Land Bank are \$66,485 and \$34,495, respectively. The option for the MI Land Bank parcel is for \$1,500
- vi. Assessments Under Appeal?--No assessments currently under appeal.

**e. Detailed Development Pro Forma**

Please see attached development pro forma.

**f, g. Operating Pro Forma & Schedule of Rents/Income Levels**

The project is requesting a 4% PILOT rate. Please see attached operating pro forma.

**h. Housing Market Data Supporting Demand**

The following excerpts from the market study completed for Clark Commons Phase II by Novogradac Research and Consulting in March 2020, prior to the Phase 2 LIHTC application in the same area, show demand for the proposed project. MSHDA has agreed to rely on this market study for the Clark Commons Phase III project as well.

- "As a newly renovated property, the Subject will be at a competitive advantage to the existing multifamily inventory, which may have piping issues. Overall, the vacancy rates in the Flint market are elevated. Based on the comparable data, we believe that the Subject will be able to stabilize following renovation with a vacancy rate of 7.0 percent or less as proposed." P. 113
- "Post construction, the Subject will exhibit excellent condition. Its unit-amenity package will be similar to superior to the majority of comparable properties, while its community amenity package will be competitive. Overall, we believe the Subject can achieve the 60 percent AMI maximum allowable rents, as proposed, for its three and four-bedroom floor plans. In the event that the Subject were to lose its subsidy, the Subject would be able to achieve maximum allowable rents at the 40 and 60 percent AMI levels for all the proposed units. Therefore, the proposed LIHTC rents, which are set at the maximum allowable levels, appear reasonable and well positioned for the rental market in the PMA. Further, based on the tenant characteristics at the market rate comparables, we maintain that the Subject can achieve one, two, and three-bedroom market rents above the sponsor's proposed rents." P. 113

**i. Proposed Project Timeline**

- i. Closing of the loan/contributing financing--Second Quarter 2021
- ii. First expenditure of funds with regards to the project--Immediately following closing
- iii. Anticipated date construction will begin--Immediately following closing
- iv. Anticipated date of completion--First units will be completed in spring 2021, with full completion in winter 2021.

**j. Conflicts of Interest**

No potential conflicts of interest exist between the applicant or guarantor and any City Personnel or City Council members.

**k. Application Bonus Point Items**

- i. Mixed Use—the tenants of the property will have use of Clark Commons Phase 2 community space that will be located on E Wood Street and Avenue A.
- ii. Energy Efficiency and Green Practices—the project will contain energy efficiency and green practices as MSHDA requires.
- iii. Neighborhood/Block Club Outreach—the neighborhood, including the residents that will relocate to the project, participated in extensive engagement during the Choice Neighborhoods planning process, including meeting with the Smith Village and University Park Estate Neighborhood Associations. Recently, Norstar joined the conversation and met with the Smith Village and University Park Estates Neighborhood Associations to hear and address their feedback regarding the planned development.
- iv. External Amenities—include close proximities to the bus stops (within 1/10 mile for most, up to ¼ mile for some); two large employment centers, both of which employ over 250 employees year-round, within ½ mile of the site; a Federally Qualified Health Center and a hospital slightly over ½ mile from the site.

**i. MSHDA application for LIHTC Credits**

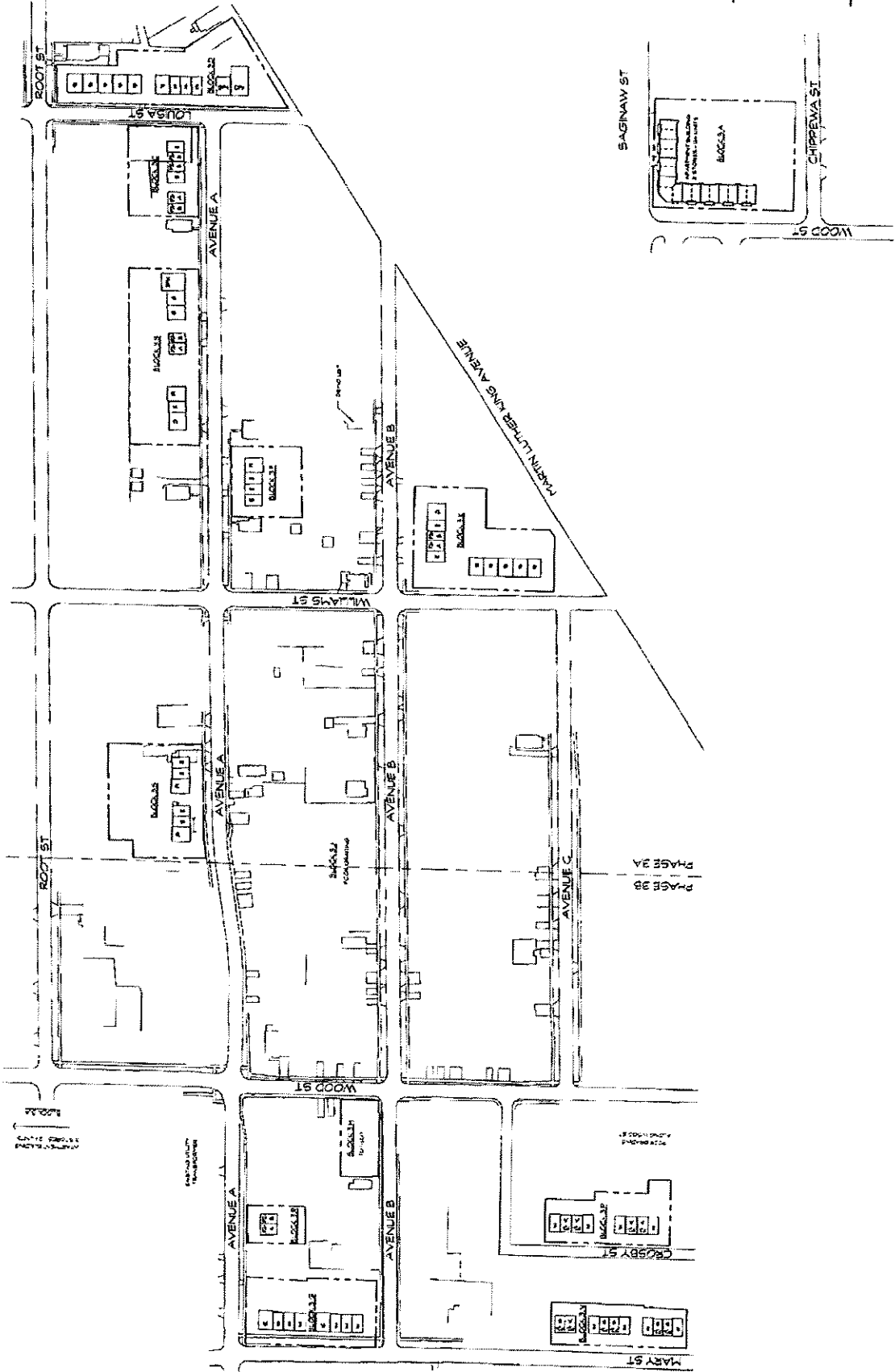
An application for 4% LIHTC and gap financing will be submitted to MSHDA in the September 1, 2020 funding round.

# ARCHITECTURAL RENDERINGS

NO.	DATE	DESCRIPTION
1	11/11/10	ISSUED FOR PERMITS
2	11/11/10	ISSUED FOR PERMITS
3	11/11/10	ISSUED FOR PERMITS
4	11/11/10	ISSUED FOR PERMITS
5	11/11/10	ISSUED FOR PERMITS
6	11/11/10	ISSUED FOR PERMITS
7	11/11/10	ISSUED FOR PERMITS
8	11/11/10	ISSUED FOR PERMITS
9	11/11/10	ISSUED FOR PERMITS
10	11/11/10	ISSUED FOR PERMITS
11	11/11/10	ISSUED FOR PERMITS
12	11/11/10	ISSUED FOR PERMITS
13	11/11/10	ISSUED FOR PERMITS
14	11/11/10	ISSUED FOR PERMITS
15	11/11/10	ISSUED FOR PERMITS
16	11/11/10	ISSUED FOR PERMITS
17	11/11/10	ISSUED FOR PERMITS
18	11/11/10	ISSUED FOR PERMITS
19	11/11/10	ISSUED FOR PERMITS
20	11/11/10	ISSUED FOR PERMITS
21	11/11/10	ISSUED FOR PERMITS
22	11/11/10	ISSUED FOR PERMITS
23	11/11/10	ISSUED FOR PERMITS
24	11/11/10	ISSUED FOR PERMITS
25	11/11/10	ISSUED FOR PERMITS
26	11/11/10	ISSUED FOR PERMITS
27	11/11/10	ISSUED FOR PERMITS
28	11/11/10	ISSUED FOR PERMITS
29	11/11/10	ISSUED FOR PERMITS
30	11/11/10	ISSUED FOR PERMITS
31	11/11/10	ISSUED FOR PERMITS
32	11/11/10	ISSUED FOR PERMITS
33	11/11/10	ISSUED FOR PERMITS
34	11/11/10	ISSUED FOR PERMITS
35	11/11/10	ISSUED FOR PERMITS
36	11/11/10	ISSUED FOR PERMITS
37	11/11/10	ISSUED FOR PERMITS
38	11/11/10	ISSUED FOR PERMITS
39	11/11/10	ISSUED FOR PERMITS
40	11/11/10	ISSUED FOR PERMITS
41	11/11/10	ISSUED FOR PERMITS
42	11/11/10	ISSUED FOR PERMITS
43	11/11/10	ISSUED FOR PERMITS
44	11/11/10	ISSUED FOR PERMITS
45	11/11/10	ISSUED FOR PERMITS
46	11/11/10	ISSUED FOR PERMITS
47	11/11/10	ISSUED FOR PERMITS
48	11/11/10	ISSUED FOR PERMITS
49	11/11/10	ISSUED FOR PERMITS
50	11/11/10	ISSUED FOR PERMITS
51	11/11/10	ISSUED FOR PERMITS
52	11/11/10	ISSUED FOR PERMITS
53	11/11/10	ISSUED FOR PERMITS
54	11/11/10	ISSUED FOR PERMITS
55	11/11/10	ISSUED FOR PERMITS
56	11/11/10	ISSUED FOR PERMITS
57	11/11/10	ISSUED FOR PERMITS
58	11/11/10	ISSUED FOR PERMITS
59	11/11/10	ISSUED FOR PERMITS
60	11/11/10	ISSUED FOR PERMITS
61	11/11/10	ISSUED FOR PERMITS
62	11/11/10	ISSUED FOR PERMITS
63	11/11/10	ISSUED FOR PERMITS
64	11/11/10	ISSUED FOR PERMITS
65	11/11/10	ISSUED FOR PERMITS
66	11/11/10	ISSUED FOR PERMITS
67	11/11/10	ISSUED FOR PERMITS
68	11/11/10	ISSUED FOR PERMITS
69	11/11/10	ISSUED FOR PERMITS
70	11/11/10	ISSUED FOR PERMITS
71	11/11/10	ISSUED FOR PERMITS
72	11/11/10	ISSUED FOR PERMITS
73	11/11/10	ISSUED FOR PERMITS
74	11/11/10	ISSUED FOR PERMITS
75	11/11/10	ISSUED FOR PERMITS
76	11/11/10	ISSUED FOR PERMITS
77	11/11/10	ISSUED FOR PERMITS
78	11/11/10	ISSUED FOR PERMITS
79	11/11/10	ISSUED FOR PERMITS
80	11/11/10	ISSUED FOR PERMITS
81	11/11/10	ISSUED FOR PERMITS
82	11/11/10	ISSUED FOR PERMITS
83	11/11/10	ISSUED FOR PERMITS
84	11/11/10	ISSUED FOR PERMITS
85	11/11/10	ISSUED FOR PERMITS
86	11/11/10	ISSUED FOR PERMITS
87	11/11/10	ISSUED FOR PERMITS
88	11/11/10	ISSUED FOR PERMITS
89	11/11/10	ISSUED FOR PERMITS
90	11/11/10	ISSUED FOR PERMITS
91	11/11/10	ISSUED FOR PERMITS
92	11/11/10	ISSUED FOR PERMITS
93	11/11/10	ISSUED FOR PERMITS
94	11/11/10	ISSUED FOR PERMITS
95	11/11/10	ISSUED FOR PERMITS
96	11/11/10	ISSUED FOR PERMITS
97	11/11/10	ISSUED FOR PERMITS
98	11/11/10	ISSUED FOR PERMITS
99	11/11/10	ISSUED FOR PERMITS
100	11/11/10	ISSUED FOR PERMITS

SHEET NO. 100  
 TOTAL SHEETS 100

**A.S.100**



BLOCK 3A  
 1000 1000 1000

OVERALL SITE PLAN  
 11/11/10









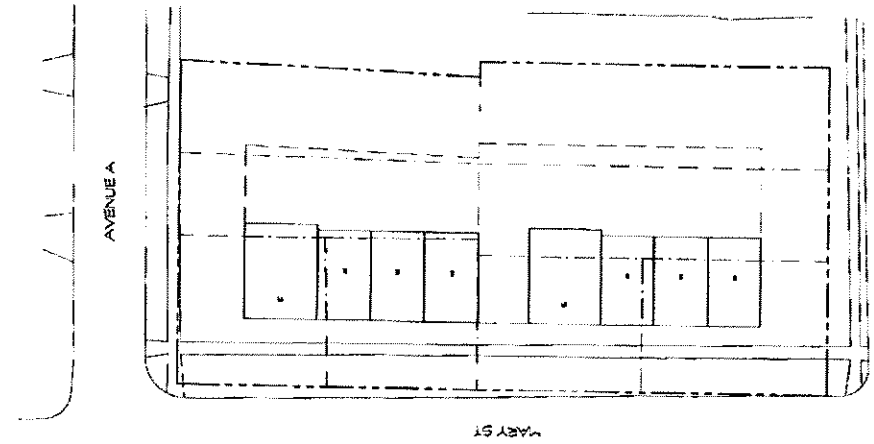
**KLING STUBBINS**  
**ARCHITECTS**  
 1000 PENNSYLVANIA AVENUE, N.W.  
 WASHINGTON, D.C. 20004  
 TEL: (202) 462-2000  
 FAX: (202) 462-2001

**CLARK COMMONS**  
**PHASE 3 TOWNHOMES**  
 TOWN

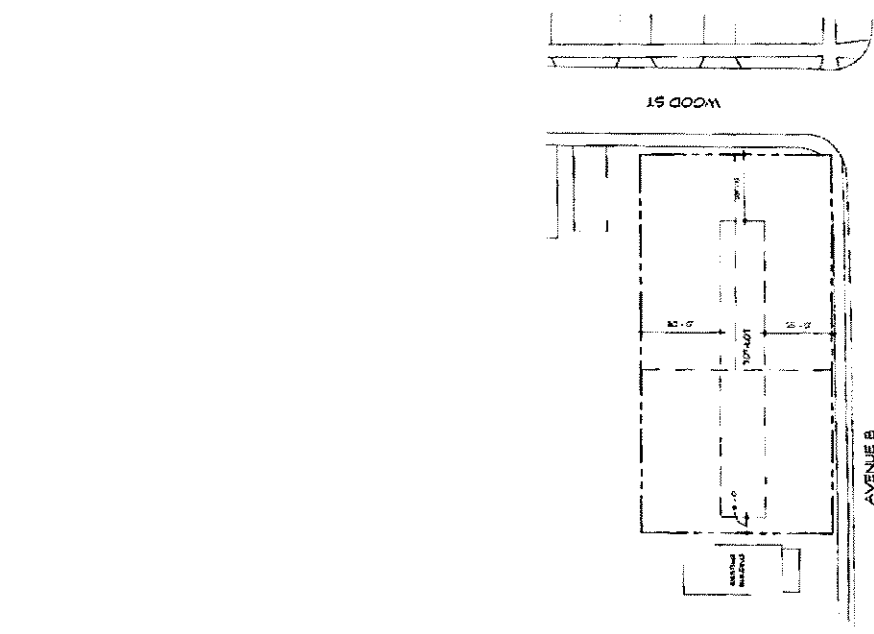
DATE	10/15/2022
BY	KLING STUBBINS
PROJECT NO.	2022-001
SHEET NO.	101
TOTAL SHEETS	101

PREPARED BY  
 KLING STUBBINS  
 DRAWING TITLE  
 CLARK COMMONS PHASE 3 TOWNHOMES  
 SUPERVISOR  
 PROJECT NO.  
 SHEET NO.  
**A.S.104**

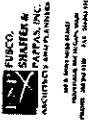
- GENERAL SITE LAYOUT NOTES**
1. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  3. FINISH OF AVENUE AND SIDEWALK SHALL BE CONCRETE WITH 1/2" CURB FINISH.
  4. CONCRETE SHALL BE 3000 PSI STRENGTH WITH 4% FIBER REINFORCEMENT. ALL CONCRETE SHALL BE 1/2" THICK UNLESS OTHERWISE NOTED.
  5. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  6. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  7. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  8. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  9. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  10. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  11. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  12. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  13. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  14. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  15. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  16. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  17. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  18. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  19. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  20. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.



**BLOCK 3G SITE PLAN**  
 2022-001-101  
 10/15/2022



**BLOCK 3H SITE PLAN**  
 2022-001-102  
 10/15/2022



ARCHITECTS/ENGINEERS  
PLANNING

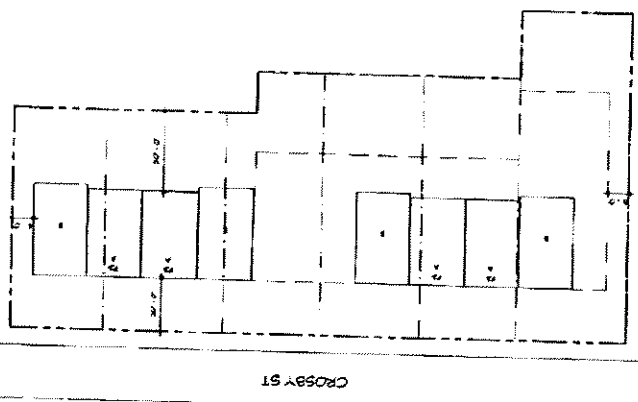
**CLARK COMMONS  
PHASE 3 TOWNHOMES**

MICHIGAN

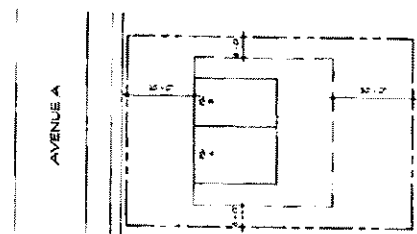
PLAT

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/20/11
2	REVISED	11/15/11
3	REVISED	12/15/11
4	REVISED	01/15/12
5	REVISED	02/15/12
6	REVISED	03/15/12
7	REVISED	04/15/12
8	REVISED	05/15/12
9	REVISED	06/15/12
10	REVISED	07/15/12
11	REVISED	08/15/12
12	REVISED	09/15/12
13	REVISED	10/15/12
14	REVISED	11/15/12
15	REVISED	12/15/12
16	REVISED	01/15/13
17	REVISED	02/15/13
18	REVISED	03/15/13
19	REVISED	04/15/13
20	REVISED	05/15/13
21	REVISED	06/15/13
22	REVISED	07/15/13
23	REVISED	08/15/13
24	REVISED	09/15/13
25	REVISED	10/15/13
26	REVISED	11/15/13
27	REVISED	12/15/13
28	REVISED	01/15/14
29	REVISED	02/15/14
30	REVISED	03/15/14
31	REVISED	04/15/14
32	REVISED	05/15/14
33	REVISED	06/15/14
34	REVISED	07/15/14
35	REVISED	08/15/14
36	REVISED	09/15/14
37	REVISED	10/15/14
38	REVISED	11/15/14
39	REVISED	12/15/14
40	REVISED	01/15/15
41	REVISED	02/15/15
42	REVISED	03/15/15
43	REVISED	04/15/15
44	REVISED	05/15/15
45	REVISED	06/15/15
46	REVISED	07/15/15
47	REVISED	08/15/15
48	REVISED	09/15/15
49	REVISED	10/15/15
50	REVISED	11/15/15
51	REVISED	12/15/15
52	REVISED	01/15/16
53	REVISED	02/15/16
54	REVISED	03/15/16
55	REVISED	04/15/16
56	REVISED	05/15/16
57	REVISED	06/15/16
58	REVISED	07/15/16
59	REVISED	08/15/16
60	REVISED	09/15/16
61	REVISED	10/15/16
62	REVISED	11/15/16
63	REVISED	12/15/16
64	REVISED	01/15/17
65	REVISED	02/15/17
66	REVISED	03/15/17
67	REVISED	04/15/17
68	REVISED	05/15/17
69	REVISED	06/15/17
70	REVISED	07/15/17
71	REVISED	08/15/17
72	REVISED	09/15/17
73	REVISED	10/15/17
74	REVISED	11/15/17
75	REVISED	12/15/17
76	REVISED	01/15/18
77	REVISED	02/15/18
78	REVISED	03/15/18
79	REVISED	04/15/18
80	REVISED	05/15/18
81	REVISED	06/15/18
82	REVISED	07/15/18
83	REVISED	08/15/18
84	REVISED	09/15/18
85	REVISED	10/15/18
86	REVISED	11/15/18
87	REVISED	12/15/18
88	REVISED	01/15/19
89	REVISED	02/15/19
90	REVISED	03/15/19
91	REVISED	04/15/19
92	REVISED	05/15/19
93	REVISED	06/15/19
94	REVISED	07/15/19
95	REVISED	08/15/19
96	REVISED	09/15/19
97	REVISED	10/15/19
98	REVISED	11/15/19
99	REVISED	12/15/19
100	REVISED	01/15/20
101	REVISED	02/15/20
102	REVISED	03/15/20
103	REVISED	04/15/20
104	REVISED	05/15/20
105	REVISED	06/15/20
106	REVISED	07/15/20
107	REVISED	08/15/20
108	REVISED	09/15/20
109	REVISED	10/15/20
110	REVISED	11/15/20
111	REVISED	12/15/20
112	REVISED	01/15/21
113	REVISED	02/15/21
114	REVISED	03/15/21
115	REVISED	04/15/21
116	REVISED	05/15/21
117	REVISED	06/15/21
118	REVISED	07/15/21
119	REVISED	08/15/21
120	REVISED	09/15/21
121	REVISED	10/15/21
122	REVISED	11/15/21
123	REVISED	12/15/21
124	REVISED	01/15/22
125	REVISED	02/15/22
126	REVISED	03/15/22
127	REVISED	04/15/22
128	REVISED	05/15/22
129	REVISED	06/15/22
130	REVISED	07/15/22
131	REVISED	08/15/22
132	REVISED	09/15/22
133	REVISED	10/15/22
134	REVISED	11/15/22
135	REVISED	12/15/22
136	REVISED	01/15/23
137	REVISED	02/15/23
138	REVISED	03/15/23
139	REVISED	04/15/23
140	REVISED	05/15/23
141	REVISED	06/15/23
142	REVISED	07/15/23
143	REVISED	08/15/23
144	REVISED	09/15/23
145	REVISED	10/15/23
146	REVISED	11/15/23
147	REVISED	12/15/23
148	REVISED	01/15/24
149	REVISED	02/15/24
150	REVISED	03/15/24
151	REVISED	04/15/24
152	REVISED	05/15/24
153	REVISED	06/15/24
154	REVISED	07/15/24
155	REVISED	08/15/24
156	REVISED	09/15/24
157	REVISED	10/15/24
158	REVISED	11/15/24
159	REVISED	12/15/24
160	REVISED	01/15/25
161	REVISED	02/15/25
162	REVISED	03/15/25
163	REVISED	04/15/25
164	REVISED	05/15/25
165	REVISED	06/15/25
166	REVISED	07/15/25
167	REVISED	08/15/25
168	REVISED	09/15/25
169	REVISED	10/15/25
170	REVISED	11/15/25
171	REVISED	12/15/25
172	REVISED	01/15/26
173	REVISED	02/15/26
174	REVISED	03/15/26
175	REVISED	04/15/26
176	REVISED	05/15/26
177	REVISED	06/15/26
178	REVISED	07/15/26
179	REVISED	08/15/26
180	REVISED	09/15/26
181	REVISED	10/15/26
182	REVISED	11/15/26
183	REVISED	12/15/26
184	REVISED	01/15/27
185	REVISED	02/15/27
186	REVISED	03/15/27
187	REVISED	04/15/27
188	REVISED	05/15/27
189	REVISED	06/15/27
190	REVISED	07/15/27
191	REVISED	08/15/27
192	REVISED	09/15/27
193	REVISED	10/15/27
194	REVISED	11/15/27
195	REVISED	12/15/27
196	REVISED	01/15/28
197	REVISED	02/15/28
198	REVISED	03/15/28
199	REVISED	04/15/28
200	REVISED	05/15/28
201	REVISED	06/15/28
202	REVISED	07/15/28
203	REVISED	08/15/28
204	REVISED	09/15/28
205	REVISED	10/15/28
206	REVISED	11/15/28
207	REVISED	12/15/28
208	REVISED	01/15/29
209	REVISED	02/15/29
210	REVISED	03/15/29
211	REVISED	04/15/29
212	REVISED	05/15/29
213	REVISED	06/15/29
214	REVISED	07/15/29
215	REVISED	08/15/29
216	REVISED	09/15/29
217	REVISED	10/15/29
218	REVISED	11/15/29
219	REVISED	12/15/29
220	REVISED	01/15/30
221	REVISED	02/15/30
222	REVISED	03/15/30
223	REVISED	04/15/30
224	REVISED	05/15/30
225	REVISED	06/15/30
226	REVISED	07/15/30
227	REVISED	08/15/30
228	REVISED	09/15/30
229	REVISED	10/15/30
230	REVISED	11/15/30
231	REVISED	12/15/30
232	REVISED	01/15/31
233	REVISED	02/15/31
234	REVISED	03/15/31
235	REVISED	04/15/31
236	REVISED	05/15/31
237	REVISED	06/15/31
238	REVISED	07/15/31
239	REVISED	08/15/31
240	REVISED	09/15/31
241	REVISED	10/15/31
242	REVISED	11/15/31
243	REVISED	12/15/31
244	REVISED	01/15/32
245	REVISED	02/15/32
246	REVISED	03/15/32
247	REVISED	04/15/32
248	REVISED	05/15/32
249	REVISED	06/15/32
250	REVISED	07/15/32
251	REVISED	08/15/32
252	REVISED	09/15/32
253	REVISED	10/15/32
254	REVISED	11/15/32
255	REVISED	12/15/32
256	REVISED	01/15/33
257	REVISED	02/15/33
258	REVISED	03/15/33
259	REVISED	04/15/33
260	REVISED	05/15/33
261	REVISED	06/15/33
262	REVISED	07/15/33
263	REVISED	08/15/33
264	REVISED	09/15/33
265	REVISED	10/15/33
266	REVISED	11/15/33
267	REVISED	12/15/33
268	REVISED	01/15/34
269	REVISED	02/15/34
270	REVISED	03/15/34
271	REVISED	04/15/34
272	REVISED	05/15/34
273	REVISED	06/15/34
274	REVISED	07/15/34
275	REVISED	08/15/34
276	REVISED	09/15/34
277	REVISED	10/15/34
278	REVISED	11/15/34
279	REVISED	12/15/34
280	REVISED	01/15/35
281	REVISED	02/15/35
282	REVISED	03/15/35
283	REVISED	04/15/35
284	REVISED	05/15/35
285	REVISED	06/15/35
286	REVISED	07/15/35
287	REVISED	08/15/35
288	REVISED	09/15/35
289	REVISED	10/15/35
290	REVISED	11/15/35
291	REVISED	12/15/35
292	REVISED	01/15/36
293	REVISED	02/15/36
294	REVISED	03/15/36
295	REVISED	04/15/36
296	REVISED	05/15/36
297	REVISED	06/15/36
298	REVISED	07/15/36
299	REVISED	08/15/36
300	REVISED	09/15/36
301	REVISED	10/15/36
302	REVISED	11/15/36
303	REVISED	12/15/36
304	REVISED	01/15/37
305	REVISED	02/15/37
306	REVISED	03/15/37
307	REVISED	04/15/37
308	REVISED	05/15/37
309	REVISED	06/15/37
310	REVISED	07/15/37
311	REVISED	08/15/37
312	REVISED	09/15/37
313	REVISED	10/15/37
314	REVISED	11/15/37
315	REVISED	12/15/37
316	REVISED	01/15/38
317	REVISED	02/15/38
318	REVISED	03/15/38
319	REVISED	04/15/38
320	REVISED	05/15/38
321	REVISED	06/15/38
322	REVISED	07/15/38
323	REVISED	08/15/38
324	REVISED	09/15/38
325	REVISED	10/15/38
326	REVISED	11/15/38
327	REVISED	12/15/38
328	REVISED	01/15/39
329	REVISED	02/15/39
330	REVISED	03/15/39
331	REVISED	04/15/39
332	REVISED	05/15/39
333	REVISED	06/15/39
334	REVISED	07/15/39
335	REVISED	08/15/39
336	REVISED	09/15/39
337	REVISED	10/15/39
338	REVISED	11/15/39
339	REVISED	12/15/39
340	REVISED	01/15/40
341	REVISED	02/15/40
342	REVISED	03/15/40
343	REVISED	04/15/40
344	REVISED	05/15/40
345	REVISED	06/15/40
346	REVISED	07/15/40
347	REVISED	08/15/40
348	REVISED	09/15/40
349	REVISED	10/15/40
350	REVISED	11/15/40
351	REVISED	12/15/40
352	REVISED	01/15/41
353	REVISED	02/15/41
354	REVISED	03/15/41
355	REVISED	04/15/41
356	REVISED	05/15/41
357	REVISED	06/15/41
358	REVISED	07/15/41
359	REVISED	08/15/41
360	REVISED	09/15/41
361	REVISED	10/15/41
362	REVISED	11/15/41
363	REVISED	12/15/41
364	REVISED	01/15/42
365	REVISED	02/15/42
366	REVISED	03/15/42
367	REVISED	04/15/42
368	REVISED	05/15/42
369	REVISED	0

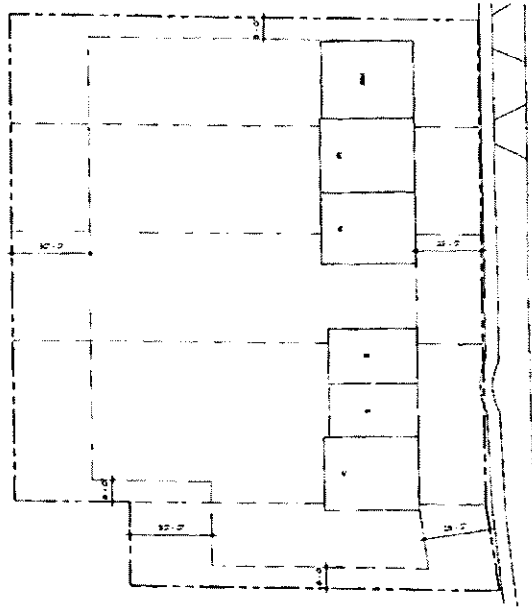
- GENERAL SITE LAYOUT NOTES**
1. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
  2. ALL CONCRETE SHALL BE 3000 PSI STRENGTH CONCRETE UNLESS OTHERWISE NOTED.
  3. ALL CONCRETE SHALL BE 3000 PSI STRENGTH CONCRETE UNLESS OTHERWISE NOTED.
  4. FOUNDATION SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED.
    - a. 12" WIDE, 18" DEEP
    - b. 12" WIDE, 24" DEEP
    - c. 12" WIDE, 36" DEEP
  5. UNLESS OTHERWISE NOTED, ALL WALLS SHALL BE 8" THICK CONCRETE BLOCK WITH 1/2" REINFORCING BARS AT 16" ON CENTER. ALL WALLS SHALL BE FINISHED WITH INTERIOR PLASTER AND EXTERIOR STUCCO UNLESS OTHERWISE NOTED.
  6. ALL WALLS SHALL BE FINISHED WITH INTERIOR PLASTER AND EXTERIOR STUCCO UNLESS OTHERWISE NOTED.
  7. ALL WALLS SHALL BE FINISHED WITH INTERIOR PLASTER AND EXTERIOR STUCCO UNLESS OTHERWISE NOTED.
  8. ALL WALLS SHALL BE FINISHED WITH INTERIOR PLASTER AND EXTERIOR STUCCO UNLESS OTHERWISE NOTED.
  9. ALL WALLS SHALL BE FINISHED WITH INTERIOR PLASTER AND EXTERIOR STUCCO UNLESS OTHERWISE NOTED.
  10. ALL WALLS SHALL BE FINISHED WITH INTERIOR PLASTER AND EXTERIOR STUCCO UNLESS OTHERWISE NOTED.
  11. ALL WALLS SHALL BE FINISHED WITH INTERIOR PLASTER AND EXTERIOR STUCCO UNLESS OTHERWISE NOTED.
  12. ALL WALLS SHALL BE FINISHED WITH INTERIOR PLASTER AND EXTERIOR STUCCO UNLESS OTHERWISE NOTED.




CROSBY ST





AVENUE A



ROOT ST


**BLOCK 3.P SITE PLAN**  
 SCALE: 1/8" = 1'-0"


**BLOCK 3.R SITE PLAN**  
 SCALE: 1/8" = 1'-0"


**BLOCK 3.S SITE PLAN**  
 SCALE: 1/8" = 1'-0"

CITY OF FLINT  
OPTIONS TO PURCHASE

## SECOND EXTENSION OF OPTION AGREEMENT

The City of Flint, having an address at 1101 S. Saginaw Street, Flint, MI, (the "Seller" or "City"), and Norstar Development USA L.P., having an address at 733 Broadway, Albany, NY 12207 (the "Buyer") enter into this Second Extension of Option Agreement (the "Second Option Extension") subject to the following conditions:

### RECITALS

WHEREAS, Seller is the fee owner of the real property described in the attached Exhibit A located in the City of Flint, County of Genesee, State of Michigan (the "Property").

WHEREAS, Seller and Buyer entered into that certain Option Agreement for said property on December 15, 2017 (the "Option"), which provided Buyer with an option to acquire the Property, for the purpose of developing affordable housing (the "Project), as more particularly described in the Option.

WHEREAS, Seller and Buyer entered into that certain Extension of Option Agreement dated February 22, 2019 which extended the Extension Period from August 31, 2018 to August 31, 2019 (the "Extension Option");

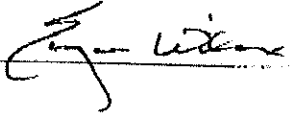
WHEREAS, due to unforeseen delays in the Project, the Buyer has requested, and Seller has agreed, to extend the Extension Option, pursuant to terms outlined therein.

NOW THEREFORE, the parties hereby agree as follows:

1. Second Option Extension: The parties agree to extend the Extension Option for an additional twelve months from the Extension Option Expiration Date, which extension shall now expire on August 31, 2020 (the "Second Extension Period").
2. Option Remains in Effect: Except as herein amended, all terms, conditions, covenants, representations and warranties contained in the Extension Option shall remain in full force and effect.
3. Counterparts: This Second Option Extension may be executed in any number of counterparts or counterpart signature pages (by facsimile transmission or otherwise), each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Witness

  
\_\_\_\_\_

5/3/19  
Date

Seller

  
\_\_\_\_\_  
Steve Branch, City Administrator  
City of Flint

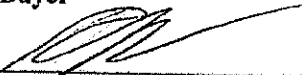
1  
Date: May 3, 2019

Witness

  
\_\_\_\_\_

5/6/2019  
Date

Buyer

  
\_\_\_\_\_  
Richard L. Higgins, President  
Norstar Development USA, L.P.

          
Date: May 6, 2019



**Exhibit A**

**Clark Commons Phase II (7)**

40-12-205-006  
40-12-207-032  
40-12-207-034  
40-12-230-013  
40-12-230-033  
40-12-230-034  
40-12-230-037

**Clark Commons Phase III (34)**

40-12-209-059  
40-12-209-065  
40-12-209-066  
40-12-209-069  
40-12-209-070  
40-12-209-074  
40-12-209-076  
40-12-210-055  
40-12-210-063  
40-12-210-064  
40-12-210-072  
40-12-210-073  
40-12-210-074  
40-12-210-075  
40-12-256-001  
40-12-256-002  
40-12-256-003  
40-12-256-013  
40-12-276-052  
40-12-276-053  
40-12-276-054  
40-12-276-055  
40-12-276-057  
40-12-276-058  
40-12-280-007  
40-12-280-011  
40-12-280-012  
40-12-280-042  
40-12-280-043  
40-12-281-056  
40-12-281-057

40-12-281-058

40-12-281-059

40-12-281-062

## OPTION AGREEMENT

The City of Flint, having an address at 1101 S. Saginaw Street, Flint, MI, (the "Seller" or "City"), and Norstar Development USA L.P., having an address at 733 Broadway, Albany, NY 12207 (the "Buyer") enter into this Option Agreement (the "Option") subject to the following conditions:

1. Grant of the Option. In consideration of Ten Dollars and 00/100 Dollars (\$10.00) paid by the Buyer to the Seller, receipt of which the Seller acknowledges, the Seller grants the Buyer, or an affiliate entity that is fully-controlled by the Buyer, an exclusive option to purchase, upon the terms and conditions hereinafter set forth, the real property described in Attachment A with all easements, rights, and appurtenances thereto. The Buyer is not required to purchase all parcels listed in Attachment A and this Option may be exercised in pieces. The Option may be exercised by the Buyer at any time prior to 5:00p.m. on August 31, 2021. During the term of this Option, the Buyer may undertake any inspections, testing and other due diligence activities upon written notice to the Seller. The purchase Option may at the sole discretion of the City and, in whole or in part, be extended for two twelve (12) month periods by giving a thirty (30) day written notice to the City outlining the necessity of the extension and documentation that sufficient progress has been made toward securing funding. The Option is contingent upon written documentation of notification of an award of low-income housing tax credits by the Michigan State Housing Development Authority and/or a CNI award from the U.S. Department of Housing and Urban Development.
2. Purchase price. The total purchase price for the parcels under this Option is Twelve Thousand and 00/100 Dollars (\$12,000.00) Dollars, exclusive of all fees and taxes due and payable for each of the properties as stated in Attachment A. The balance of the purchase price and fees shall be paid in full at the closing with certified funds.
3. Exercise of the Option. The Buyer may exercise this Option by giving written notice signed by the Buyer to the Seller at its address stated above, including any written documentation associated with any contingencies outlined in Section 1 and any other terms mutually agreed upon. The notice must be in writing signed by the Buyer and received by the Seller before this Option expires.
4. Closing. This sale shall be closed within 10 days after all the closing documents are prepared but no later than 30 days after the Seller receives the notice that the Commitment of Title Insurance has been issued. The cost of Title Insurance will be the responsibility of the Buyer.
5. The closing and preparations for the closing. If the Buyer exercises the Option, the following obligations shall be performed by the closing:
  - a. The Seller shall prepare the necessary conveyance documents to transfer its title to the Buyer and forward them to the Buyer for the Buyer's review before the scheduled date of the closing.
  - b. The closing shall be held at the Seller's offices as stated in this Option agreement unless the parties mutually agree on some other location.
  - c. All real estate taxes owing if any on the premises shall be prorated between the Buyer and the Seller according to the calendar year, under the assumption that taxes are collected in arrears to cover the calendar year in which they become due and payable. For any outstanding assessments on the premises that are paid in annual installments, the annual installment for the

year in which the closing is held shall be prorated between the parties, and all successive installments shall be paid by the Buyer.

6. Binding effect. This agreement shall bind and benefit the parties' successors and assigns. The Buyer may assign its interest under this agreement only with written consent from the Seller.

7. Construction and venue. This agreement shall be governed by Michigan laws. Any disputes shall be brought in the Courts of Genesee County.

8. Entire agreement. This agreement contains the entire agreement of the parties with respect to the transaction described in this agreement, and this agreement may not be amended or released, in whole or in part, except by a document signed by the parties.

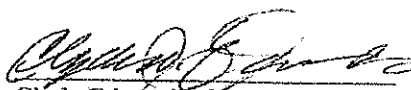
9. Effective date. The effective date of this agreement, i.e., the date on which the timing provisions and contingencies of this agreement begin (the Effective Date), will be the date on which the last person to sign this document will have signed the document. If the parties fail to insert the date they signed this agreement beneath their signatures below, the Effective Date will be the date on which Buyer received a fully executed copy of this document.

Witness

\_\_\_\_\_

\_\_\_\_\_  
Date

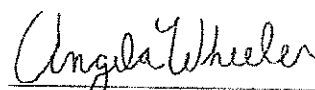
Seller



Clyde Edwards, City Administrator  
City of Flint

5/18/20  
Date

Approved as to form



4-22-2020

Angela Wheeler  
Chief Legal Officer

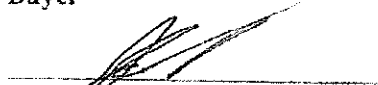
\_\_\_\_\_  
Date

Witness

\_\_\_\_\_

\_\_\_\_\_  
Date

Buyer

  
Richard L. Higgins, President  
Norstar Development USA, L.P.

5/18/20  
Date

## **ATTACHMENT A**

### **PID**

40-12-234-019 (PH. 3) \$2200

40-12-276-060 (PH. 3) \$4800

40-12-281-063 (PH. 3) \$5000

**GENESEE COUNTY LAND BANK  
OPTIONS TO PURCHASE**

## SECOND AMENDMENT OPTION AGREEMENT

This Option Agreement Amendment is made and entered into effective December \_\_\_\_, 2019 by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on March 20, 2018 to purchase property described in Exhibit A of the Option Agreement and executed an amendment on March 14, 2019.

WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW, THEREFORE the parcels listed in Exhibit B will be assigned to Clark Commons II Limited Dividend Housing Association, LLC and the parcels listed in Exhibit C will be assigned to Clark Commons III Limited Dividend Housing Association, LLC.

THEREFORE, parcel 40-12-210-008, 40-12-280-006, 40-12-204-001, 40-12-204-002, 40-12-204-003, 40-12-205-003, 40-12-205-004, 40-12-205-005, 40-12-205-012, 40-12-231-004, 40-12-231-005, 40-12-231-006, and 40-12-231-007 will be removed from the Option.

THEREFORE, parcel 40-12-276-055, 40-12-280-028, and 40-12-281-058, more thoroughly described in Exhibit B, will be added to the Option.

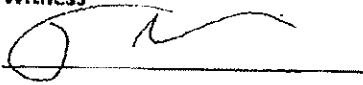
THEREFORE, the Purchase price for Clark Commons II Limited Dividend Housing Association, LLC will be Seven Thousand Nine Hundred Dollars (\$7,900). The deposit for the Option Agreement (\$1,500) and the considerations for the March 14, 2019 Amendment (\$1,500) will be credited towards phase II. The Purchase price for Clark Commons III Limited Dividend Housing Association, LLC will be Eighteen Thousand Five Hundred Fifty Dollars (\$18,550) with the consideration from this Second Amendment (\$1,500) being credited towards phase III.

THEREFORE, the Option Agreement deadline to execute will be extended from November 30, 2019 to November 30, 2020 for the consideration of One Thousand Five Hundred Dollars (\$1,500) paid by the Buyer to the Seller, receipt of which the Seller acknowledges.

All other provisions and conditions in the Option Agreement and first amendment remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness



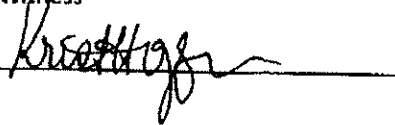
Date 12/13/19

Seller

  
Dawn Everett, Sales and Development Manager  
Genesee County Land Bank Authority


Date 12-13-19

Witness



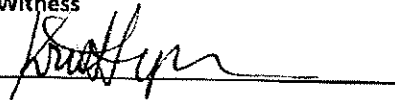
Date 12/5/19

Buyer

  
Richard L. Higgins, on behalf of  
Norstar Development USA, L.P.


Date 12/5/19

Witness



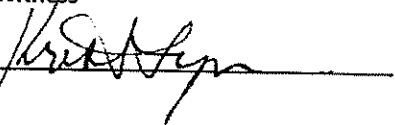
Date 12/5/19

Buyer

  
Richard L. Higgins, on behalf of  
Clark Commons II Limited Dividend Housing  
Association, LLC


Date 12/5/19

Witness



Date 12/5/19

Buyer

  
Richard L. Higgins, on behalf of  
Clark Commons III Limited Dividend Housing  
Association, LLC

Date 12/5/19



Exhibit B			
Assigned to Clark Commons II LDHA, LLC			
Parcel	Address	Tax Designation	Legal description
40-12-276-027	VL Avenue A	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOTS 7 AND 8 DESC AS BEG AT A PT ON W LINE OF AVE A 260 FT S OF S LINE OF WOOD ST; TH SLY ALG SD W LINE 50 FT; TH WLY = WITH SLY LINE OF LOTS 7 AND 8 TO ELY LINE OF GEO. LADUES ADDITION; TH NLY ALG SD ELY LINE 50 FT; TH ELY TO BEG.
40-12-276-056	1418 Avenue B	Brownfield	GEO. LADUE'S ADDITION LOTS 1 AND 2; ALSO PART OF LOT 3 DESC AS: NLY 11 FT OF WLY 67.6 FT OF N 16.4 FT OF ELY 71 FT COMB ON 10/15/2012 FROM 40-12-276-002, 40-12-276-001, 40-12-276-003, 40-12-276-004;
40-12-280-003	1138 Avenue B	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION S 1/2 OF THE W 1/2 OF LOT 2 AND N 9 FT OF LOT 4, BLK 6
40-12-280-004	458 Williams	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION W 40 FT OF E 1/2 OF LOT 2, BLK 6
40-12-280-008	VL Avenue B	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION S 21 FT OF LOT 4, BLK 6
40-12-276-055	1321 Avenue A	5/50	THE SUBDIVISION OF PART OF SEC 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER, PART OF LOTS 7 AND 8 DESC AS: BEG AT A PT IN SLY LINE OF SD LOT 8 AT ITS INTERSEC WITH WLY LINE OF AVENUE A, SD PT ALSO BEING THE NELY COR OF LOT 1, BLK 2 OF MCFARLAN & CO.'S DETROIT STREET ADDITION; TH WLY ALG SLY LINE OF SD LOTS TO ELY LINE OF GEO. LADUES ADDITION; TH NLY ALG SD ELY LINE, 55.5 FT; TH ELY = WITH SD SLY LINE TO SD WLY LINE; TH SLY TO POB; ALSO N 39.5 FT OF LOT 1, BLK 2 MCFARLAN AND CO.'S DETROIT STREET ADDITION COMB ON 12/16/2011 FROM 40-12-276-030, 40-12-276-049;

40-12-280-028	VL Avenue A	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 7, BLK 6
40-12-281-058	1022 Avenue A	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION S 23.33FT OF LOT 16 AND LOT 18, BLK 7 COMB ON 12/16/2011 FROM 40-12- 281-013, 40-12-281-014;
40-12-210-001	VL E Wood	Brownfield	GEO. LADUE'S ADDITION LOT 21.
40-12-280-005	462 Williams	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION WEST 10 FT OF LOT 1 AND E 26 FT OF LOT 2, BLK 6.

**Exhibit C**

Assigned to Clark Commons III LDHA, LLC

Parcel	Address	Tax Designation	legal description
40-12-204-006	216 Mary	5/50	PARK HEIGHTS ADDITION LOT 22.
40-12-204-007	VL Mary	5/50	PARK HEIGHTS ADDITION LOT 23.
40-12-204-008	224 Mary	5/50	PARK HEIGHTS ADDITION LOT 24
40-12-204-015	VL Crosby	5/50	PARK HEIGHTS ADDITION E 35 FT OF LOTS 18 AND 19 AND BEG AT A PT ON THE N LINE OF LOT 19, PARK HEIGHTS ADDITION, 38.4 FT W OF THE NE COR OF SD LOT 19; RNG TH E ALONG SD N LINE, 3.4 FT; TH S AT RT <, 18 FT; TH SWLY ALONG THE NLY LINE OF LAND SOLD TO R L KURTZ, 3.8 FT; TH N = WITH E LINE TO POB.
40-12-204-016	VL Crosby	5/50	PARK HEIGHTS ADDITION LOT 17.
40-12-204-017	213 Crosby	5/50	PARK HEIGHTS ADDITION LOT 16.
40-12-206-004	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 493.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 42.5 FT; TH SLY AT RT ANGLES 70 FT; TH ELY = WITH SD SLY LINE 42.5 FT; TH NLY 70 FT TO P.O.B.
40-12-206-005	316 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 453.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 40 FT; TH SLY AT RT ANGLES 71 FT; TH ELY = WITH SD SLY LINE 40 FT; TH NLY 71 FT TO BEG.

40-12-206-006	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 428.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 25 FT; TH SLY = WITH SD WLY LINE 74 FT; TH ELY = WITH SD SLY LINE 25 FT; TH NLY = WITH SD WLY LINE 74 FT TO POB.
40-12-206-007	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 402.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 26 FT; TH SLY AT RT ANGLES 74 FT; TH ELY = WITH SD SLY LINE 26 FT; TH NLY TO BEG.
40-12-206-008	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 374 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 28.5 FT; TH SLY AT RT ANGLES TO SD SLY LINE 74.5 FT; TH ELY = WITH SD SLY LINE 28.5 FT; TH NLY TO BEG.
40-12-206-009	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT IN S LINE OF MARY ST 349 FT W OF W LINE OF AVE B; TH SLY AT RT ANGLES 74.75 FT; TH WLY AT RT ANGLES 25 FT; TH NLY AT RT ANGLES 74.75 FT TO SD S LINE; TH ELY 25 FT TO POB.

40-12-206-010	328 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 315 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 34 FT; TH SLY AT RT ANGLES 75 FT; TH ELY = WITH SD SLY LINE 34 FT; TH NLY 75 FT TO BEG.
40-12-206-011	332 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 281 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 34 FT; TH SLY AT RT ANGLES 75 FT; TH ELY = WITH SD SLY LINE 34 FT; TH NLY 75 FT TO POB.
40-12-206-012	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON S LINE OF MARY ST 281 FT WLY OF WLY LINE OF AVE B. TH SLY AT RT ANGLES 77 FT; TH ELY = WITH SD SLY LINE 29 FT; TH NLY = WITH SD WLY LINE 77 FT TO SD SLY LINE; TH WLY 29 FT TO POB.
40-12-206-014	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 223 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 29 FT; TH SLY AT RT ANGLES 77.5 FT; TH ELY = WITH SD SLY LINE 29 FT; TH NLY 77.5 FT TO POB.

40-12-207-005	318 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS: BEG AT A PT ON NLY LINE OF WOOD ST, 247.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH NLY AT RT ANGLES TO SLY LINE OF CROSBY ST; TO SD SLY LINE; TH WLY ALG SD SLY LINE 41.5 FT; TH SLY AT RT ANGLES TO A PT ON SD NLY LINE; TH ELY ALG SD NLY LINE TO BEG; EXC SLY 124 FT.
40-12-207-006	VL Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST 213.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 37 FT; TH NLY 97 FT TO BEG.
40-12-207-007	326 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 176.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 37 FT; TH NLY 97 FT TO BEG.
40-12-207-008	330 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 139.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 25 FT; TH NLY = WITH SD WLY LINE 17.75 FT; TH ELY = WITH SD SLY LINE 12 FT; TH NLY = WITH SD WLY LINE TO BEG.

40-12-207-009	VL Crosby		THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST 139.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH SLY = WITH SD WLY LINE 79.25 FT; TH ELY = WITH SD SLY LINE 45 FT; TH NLY = WITH SD WLY LINE 79.25 FT TO SD SLY LINE; TH WLY ALG SD SLY LINE 45 FT TO BEG.
40-12-207-010	336 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 94.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH SLY = WITH SD WLY LINE 79.25 FT; TH ELY = WITH SD SLY LINE 35 FT; TH NLY = WITH SD WLY LINE 79.25 FT TO SD SLY LINE; TH WLY ALG SD SLY LINE 35 FT TO BEG.
40-12-230-011	VL Avenue B	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS: BEG ON ELY LINE OF AVE B, 80 FT NLY OF N LINE OF WOOD ST; TH NLY ON SD ELY LINE 61 FT; TH ELY = WITH SD N LINE 72 FT; TH SLY = WITH SD ELY LINE 61 FT; TH WLY 72 FT TO BEG.
40-12-230-012	VL E Wood	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT INTERSEC OF ELY LINE OF AVE B WITH NLY LINE OF WOOD ST; TH ELY ALG SD NLY LINE 36 FT; TH NLY = WITH SD ELY LINE 80 FT; TH WLY = WITH SD NLY LINE 36 FT TO ELY LINE OF AVE B; TH SLY TO BEG.

40-12-230-015	VL Mary	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT IN S LINE OF MARY ST, 56.21 FT WLY OF INTERSEC OF WLY LINE OF AVE A; TH WLY ALG SD S LINE, 56.44 FT; TH SLY = WITH SD W LINE 56.32 FT; TH ELY = WITH SD S LINE 56.36 FT; TH NLY = WITH SD W LINE TO POB.
40-12-230-016	VI Mary	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT INTERSEC OF S LINE OF MARY ST WITH W LINE OF AVE A; TH SLY ALG SD W LINE 55.3 FT; TH WLY 55.2 FT; TH NLY 55.8 FT TO A PT ON S LINE OF MARY ST 56.2 FT WLY FROM POB; TH ELY TO BEG.
40-12-230-017	1531 Avenue A	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE A 55.3 FT SLY OF ITS INTERSEC WITH SLY LINE OF MARY ST; TH SLY ALG SD WLY LINE 30.5 FT; TH WLY 110.0 FT TO A PT 84.2 FT SLY OF SLY LINE OF MARY ST; TH N 27.85 FT TO A PT 111.7 FT WLY FROM BEG; TH ELY TO BEG.
40-12-230-018	VL Avenue A	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE A 85.8 FT SLY OF ITS INTERSEC WITH SLY LINE OF MARY ST; TH SLY ALG SD WLY LINE 34.2 FT; TH WLY 110.8 FT TO A PT 116.3 FT SLY OF SD SLY LINE; TH N 32.1 FT TO A PT 110 FT WLY FROM BEG; TH ELY TO BEG.
40-12-210-001	VL E Wood	Brownfield	GEO. LADUE'S ADDITION LOT 21.
40-12-256-009	VL Williams	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION W 40 FT OF LOT 1, BLK 5.
40-12-256-010	VL Avenue B	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION NORTH 60 FT OF E 92 FT OF LOT 1, BLK 5



40-12-256-011	1137 Avenue B	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION N 27-1/2 FT OF LOT 3 AND S 10 FT OF E 92 FT OF LOT 1, BLK 5
40-12-256-012	1133 Avenue B	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION S 37-1/2 FT OF LOT 3, BLK 5.
41-30-277-007	4401 Milton	5/50	DIXIELAND LOT 163.
41-30-276-018	4322 Milton	5/50	DIXIELAND LOTS 117 THRU 120 INCL.
41-30-226-013	Vl. Pengelly	5/50	DIXIELAND LOT 466.
41-30-226-014	3917 Pengelly	5/50	DIXIELAND LOT 464 AND 465.
41-30-226-015	Vl Pengelly	Brownfield	DIXIELAND LOT 463.
41-30-226-017	Vl. Pengelly	Brownfield	DIXIELAND LOT 462.

AMENDMENT TO OPTION AGREEMENT

This Option Agreement Amendment is made and entered into effective April \_\_\_\_, 2020 by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on April 4, 2019 to purchase property described in Exhibit A of the Option Agreement.

WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW, THEREFORE the parcels listed in Exhibit B will be assigned to Clark Commons II Limited Dividend Housing Association, LLC and the parcels listed in Exhibit C will be assigned to Clark Commons III Limited Dividend Housing Association, LLC.

THEREFORE, parcel 40-12-230-035, 40-12-276-060, 40-12-281-063, 40-12-234-019, 40-12-256-016, 40-12-256-017, 40-12-256-008, 40-12-256-007, and 40-12-256-005 will be removed from the Option.

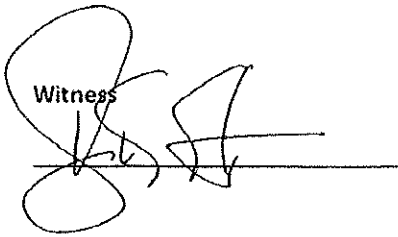
THEREFORE, parcel 40-12-236-003, 40-12-236-002, 40-12-230-013, 40-12-427-001, 40-12-427-002, 40-12-427-003, and 40-12-427-013 more thoroughly described in Exhibit C, will be added to the Option.

THEREFORE, the Purchase price for Clark Commons II Limited Dividend Housing Association, LLC will be Five Thousand Four Hundred Fifty Dollars (\$5,450). The deposit for the Option Agreement (\$2,240) will be credited towards phase II. The Purchase price for Clark Commons III Limited Dividend Housing Association, LLC will be Fourteen Thousand Dollars (\$14,000) with the consideration from this Amendment (\$2,240) being credited towards phase III.

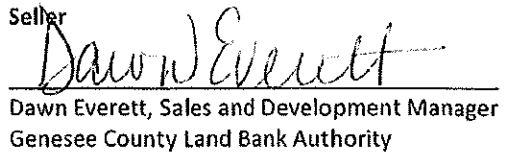
THREFORE, the Option Agreement deadline to execute will be extended from March 30, 2020 to March 30, 2021 for the consideration of Two Thousand Two Hundred Forty Dollars (\$2,240) paid by the Buyer to the Seller, receipt of which the Seller acknowledges.

All other provisions and conditions in the Option Agreement and first amendment remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness  


Date 4.7.20

Seller  
  
Dawn Everett, Sales and Development Manager  
Genesee County Land Bank Authority

Date 04-07-2020

Witness

[Signature]

Date 4/6/20

Buyer

[Signature]

Richard L. Higgins, on behalf of  
Norstar Development USA, L.P.

Date 4/6/20

Witness

[Signature]

Date 4/6/20

Buyer

[Signature]

Richard L. Higgins, on behalf of  
Clark Commons II Limited Dividend Housing  
Association, LLC

Date 4/6/20

Witness

[Signature]

Date 4/6/20

Buyer

[Signature]

Richard L. Higgins, on behalf of  
Clark Commons III Limited Dividend Housing  
Association, LLC

Date 4/6/20

**Exhibit B**  
Assigned to Clark Commons II LDHA, LLC

Parcel	Address	legal description	tax designation
40-12-276-029	1325 Avenue A, Flint MI 48503	THE SUBDIVISION OF PART OF SEC 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOTS 7 AND 8 DESC AS BEG AT A PT ON WLY LINE OF AVE A 55.68 FT NLY FROM NE COR OF LOT 1, BLK 2 MCFARLAN & CO'S DETROIT STREET ADDITION; TH NLY ALG WLY LINE OF AVE A, 55.68 FT; TH WLY = WITH NLY LINE OF SD LOT 1 TO E LINE OF GEO. LADUES ADDITION; TH SLY AT RT ANGLES, 54.68 FT; TH ELY = WITH SD NLY LINE TO POB	5/50
40-12-276-033	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 15 FT OF LOT 1 AND N 19 FT OF LOT 3, BLK 2.	5/50
40-12-276-034	1309 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION N 37 FT OF S 41 FT OF LOT 3, BLOCK 2.	5/50
40-12-276-048	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 5 1/2 FT OF N 45 FT OF LOT 1, BLK 2	5/50
40-12-210-078	1407 Avenue B, Flint MI 48503	GEO. LADUE'S ADDITION LOTS 14 AND 15 COMB ON 12/19/2011 FROM PT40-12-210-025, 40-12-210-026; COMB ON 10/13/2012 FROM PT40-12-210-068, 40-12-210-027;	5/50
40-12-276-020	1212 Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 10 EXC N 50 FT AND N 1/2 OF LOT 12 BLK 2.	Brownfield
40-12-276-021	1208 Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 1/2 OF LOT 12, BLK 2.	Brownfield
40-12-276-041	VL Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION WEST 44 FT OF LOT 14, BLK 2	Brownfield
40-12-276-042	457 Williams St, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 14 EXC E 44 FT AND EXC W 44 FT, BLK 2	Brownfield
40-12-276-043	461 Williams St, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION E 44 FT OF LOT 14, BLK 2	Brownfield

Assigned to Clark Commons III LDHA, LLC

Exhibit C

40-12-236-004	VL Chippewa St, Flint MI 48503	<p>THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER PART OF LOT 9 DESC AS; BEG AT A PT IN E LINE OF CHIPPEWA ST, 132 FT SLY FROM S LINE OF WOOD ST; TH NLY ALONG SD E LINE 42 FT; TH ELY PARL WITH SD S LINE 66 FT; TH SLY PARL WITH SD E LINE 10 FT; TH ELY PARL WITH SD S LINE 15 FT; TH SLY PARL WITH SD E LINE 32.15 FT; TH WLY 81 FT TO POB.</p>	5/50
40-12-230-013	VL E Wood	<p>THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER PART OF LOT 3 DESC AS BEG AT A PT ON NLY LINE OF WOOD ST, 36 FT ELY OF ELY LINE OF AVE B; TH NLY = WITH SD ELY LINE 80 FT; TH ELY = WITH SD NLY LINE 36 FT; TH SLY = WITH SD ELY LINE 80 FT TO SD NLY LINE; TH WLY TO POB</p>	5/50
40-12-236-002	VL E Wood	<p>THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 9 DESC AS: BEG AT INTERSEC OF SLY LINE OF WOOD ST WITH ELY LINE OF CHIPPEWA ST; TH SLY ALG ELY LINE OF CHIPPEWA ST, 58 FT; TH ELY = WITH WOOD ST 66 FT; TH NLY = WITH CHIPPEWA ST 58 FT TO SLY LINE OF WOOD ST; TH WLY 66 FT TO BEG.</p>	5/50
40-12-236-003	VL Chippewa	<p>THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 9, BEG AT A PT IN E LINE OF CHIPPEWA ST 58 FT SLY FROM S LINE OF WOOD ST; TH SLY ALG SD E LINE 32 FT; TH ELY = WITH SD S LINE 66 FT; TH NLY = WITH SD E LINE 32 FT; TH WLY TO BEG.</p>	5/50

40-12-280-026	1125 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION N 63 FT OF LOT 5, BLK 6.	5/50
40-12-280-027	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION SOUTH 2 FT OF LOT 5, BLK 6.	5/50
40-12-206-047	1529 Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 100 FT SLY FROM SLY LINE OF MARY ST; TH WLY = WITH SD SLY LINE 165 FT; TH SLY = WITH SD WLY LINE 55 FT; TH ELY = WITH SD SLY LINE 165 FT TO SD WLY LINE; TH NLY 55 FT TO POB; EXC W 60 FT.	Brownfield
40-12-206-048	VL Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 220 FT NLY FROM NLY LINE OF WOOD ST; TH NLY ALG SD WLY LINE TO A PT 155 FT SLY FROM SLY LINE OF MARY ST; TH WLY = WITH SD SLY LINE TO A PT HALF WAY BET WLY LINE OF AVE B AND ELY LINE OF AVE C; TH SLY = WITH SD WLY LINE TO A PT 220 FT NLY FROM SD NLY LINE; TH ELY TO POB.	Brownfield
40-12-206-049	1519 Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 192.5 FT NLY FROM NLY LINE OF WOOD ST; TH WLY = WITH SD NLY LINE TO A PT MIDWAY BET WLY LINE OF AVE B AND ELY LINE OF AVE C; TH NLY = WITH SD WLY LINE 27.5 FT; TH ELY = WITH SD NLY LINE TO SD WLY LINE; TH SLY ALG SD WLY LINE 27.5 FT TO BEG.	Brownfield
40-12-427-015	520 Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION E 38 FT OF LOT 13.	Brownfield
40-12-427-032	524 Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION. LOT 14	Brownfield
40-12-427-017	VL Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION LOT 15.	Brownfield

40-12-427-018	VL Louisa St, Flint MI 48503		HAMILTON HOMESTEAD ADDITION N 1/2 OF LOT 16.	Brownfield
40-12-427-019	913 Root St, Flint MI 48503		HAMILTON HOMESTEAD ADDITION S 1/2 OF LOT 16 AND N 5 FT OF LOT 17	Brownfield
40-12-277-008	VL Avenue A, Flint MI 48503		THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. SLY 31 FT OF THE FOLL: BEG AT NW COR OF BLK 1 MCFARLAN & CO.'S DETROIT STREET ADDITION; TH E ALG NLY LINE OF SD BLK, 132 FT; TH N = WITH WLY LINE OF ROOT ST, 90.25 FT; TH W = WITH FIRST LINE TO ELY LINE OF AVENUE A; TH SLY ALG SD ELY LINE TO BEG; BEING PART OF LOT 8.	5/50
40-12-277-009	VL Avenue A, Flint MI 48503		MCFARLAN & CO.'S DETROIT STREET ADDITION LOTS 1 AND A, BLK 1.	5/50
40-12-277-010	VL Avenue A, Flint MI 48503		MCFARLAN & CO.'S DETROIT STREET ADDITION LOTS 2 AND B EXC. S 20 FT, BLK 1.	5/50
40-12-277-011	1306 Avenue A, Flint MI 48503		MCFARLAN & CO.'S DETROIT STREET ADDITION S 20 FT OF LOTS 2 AND B AND N 20 FT OF LOTS 3 AND C, BLK 1.	5/50
40-12-277-012	1302 Avenue A, Flint MI 48503		MCFARLAN & CO.'S DETROIT STREET ADDITION S 40 FT OF LOTS 3 AND C, BLK 1.	5/50

40-12-427-001	VL Louisa St, Flint MI 48503	<p>PART OF LOT 18 OF THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER: BEG AT NWLY COR OF LOT 12 OF HAMILTON HOMESTEAD</p> <p>ADDITION: TH SELY ALG SWLY LINE OF SD LOT 66 FT; TH WLY 132 FT TO NWLY COR OF LOT 11 OF SD ADDITION; TH NWLY ALG NELY LINE OF DETROIT ST. 66 FT TO SLY LINE OF LOUISA ST.; TH ELY ALG SD SLY LINE 132 FT TO BEG; EXC BEG AT A PT ON NLY LINE OF SD LOT 11, 72 FT ELY FROM NWLY COR OF SD LOT; TH ELY ALG SD NLY LINE AND ITS ELY EXT. 60 FT TO SWLY LINE OF SD LOT 12; TH NWLY ALG SD SWLY LINE 30.83 FT; TH SELY ON A DEFL ANG TO THE LEFT OF 165 DEG 17' 26 SEC, A DIST OF 18.17 FT; TH SWLY 50 FT TO POB; ALSO A CONTIG PART OF LOT 12 OF SD ADDITION: BEG AT NWLY COR OF SD LOT; TH SELY ALG SWLY LINE OF SD LOT 35.17 FT; TH NLY TO A PT ON NLY LINE OF SD LOT, 9 FT ELY FROM BEG; TH WLY ALG SD NLY LINE 9 FT TO BEG; ALSO PART OF LOT 11 OF SD ADDITION: BEG AT NWLY COR OF SD LOT; TH SELY ALG NELY LINE OF DETROIT ST., 15 FT; TH NELY TO A PT ON NLY LINE OF SD LOT, 72 FT ELY FROM BEG; TH WLY ALG SD NLY LINE 72 FT TO BEG</p>	Brownfield
---------------	------------------------------	--	------------



40-12-427-002	916 M L King Ave, Flint MI 48503	<p>HAMILTON HOMESTEAD ADDITION. LOT 11 EXC A WEDGE SHAPE PIECE OF LAND COM AT A PT ON THE E LINE OF DETROIT ST, 15 FT SLY FROM THE INT OF THE E LINE OF DETROIT ST WITH THE N LINE OF SD LOT; TH NLY ALG THE E LINE OF DETROIT ST, TO SD INT; TH ELY ALG THE N LINE OF SD LOT, 72 FT; TH WLY TO POB, ALSO A PAR OF LAND DESC AS FOLLS; COM AT A PT ON THE N LINE OF LOT 11, 72 FT E OF THE E LINE OF DETROIT ST; TH ELY ALG THE N LINE OF LOT 11, 52 FT; TH NLY ALG A LINE INT N LINE OF LOT 12, 10 FT E OF ITS NW COR, 10 FT; TH WLY IN A DIRECT LINE, 50 FT TO POB.</p>	Brownfield
40-12-427-003	912 M L King Ave, Flint MI 48503	<p>HAMILTON HOMESTEAD ADDITION LOT 10.</p>	Brownfield
40-12-427-013	VL Louise St, Flint MI 48503	<p>LOT 13 OF HAMILTON HOMESTEAD ADDITION EXC ELY 38 FT; ALSO LOT 12 EXC. BEG AT NWLY COR OF SD LOT; TH SELY ALG SWLY LINE OF SD LOT 35.17 FT; TH NLY TO A PT ON NLY LINE OF SD LOT, 9 FT ELY FROM BEG; TH WLY ALG SD NLY LINE 9 FT TO BEG; ALSO A CONTIG PART OF LOT 18 OF THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. BEG AT A PT ON NLY LINE OF LOT 11 OF SD ADDITION 124 FT ELY FROM NWLY COR OF SD LOT; TH ELY ALG SD NLY LINE AND ITS ELY EXT., 8 FT TO SWLY LINE OF LOT 12 OF SD ADDITION; TH NWLY ALG SD SWLY LINE 30.83 FT; TH SELY ON A DEFL ANG TO THE LEFT OF 165 DEG 17' 26 SEC A DIST OF 28.17 FT TO BEG.</p>	Brownfield

SECOND AMENDMENT TO OPTION AGREEMENT

This Option Agreement Amendment is made and entered into effective May \_\_\_\_, 2020 by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on April 4, 2019 to purchase property described in Exhibit A of the Option Agreement and executed an amendment on April 7, 2020.


WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW, THEREFORE parcel 40-12-236-005, more thoroughly describe in Exhibit D, will be added to the option and assigned to Clark Commons III Limited Dividend Housing Association, LLC.

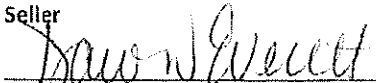
THEREFORE, the Purchase price for Clark Commons III Limited Dividend Housing Association, LLC will be Fifteen Thousand Nine Hundred Forty Five Dollars (\$15,945).

All other provisions and conditions in the Option Agreement and first amendment remain in full force and effect and unchanged except as provided herein.

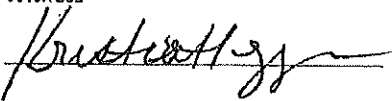
This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness  



Date 5-29-2020

Seller  
  
Dawn Everett, Sales and Development Manager  
Genesee County Land Bank Authority

Date 5-29-2020

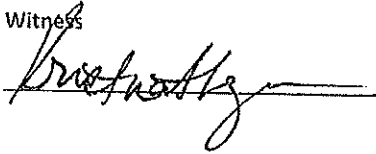
Witness  


Date 5/19/20

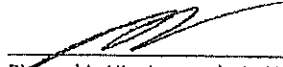
Buyer  
  
Richard L. Higgins, on behalf of  
Norstar Development USA, L.P.

Date 5/19/20

Witness



Buyer



Richard L. Higgins, on behalf of  
Clark Commons III Limited Dividend Housing  
Association, LLC

Date 5/19/20

Date 5/19/20

Exhibit D

1425 N Saginaw St  
Flint MI, 48503

PID 40-12-236-005 (5/50)

Legal Description

THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER PART OF LOT 9 DESC AS; BEG AT INTERSEC OF SLY LINE OF WOOD ST AND WLY LINE OF SAGINAW ST; TH SLY ALONG WLY LINE OF SAGINAW ST, 66 FT; TH WLY PARL WITH SLY LINE OF WOOD ST, 132.15 FT; TH SLY PARL WITH WLY LINE OF SAGINAW ST, 66.08 FT; TH WLY PARL WITH SLY LINE OF WOOD ST, 51 FT; TH NLY PARL WITH WLY LINE OF SAGINAW ST, 32.12 FT; TH WLY PARL WITH SLY LINE OF WOOD ST, 15.25 FT; TH NLY PARL WITH WLY LINE OF SAGINAW ST, 100.23 FT TO SLY LINE OF WOOD ST; TH ELY ALONG SLY LINE OF WOOD ST, 198.2 FT TO POB.

**MICHIGAN LAND BANK FAST  
TRACK  
APPLICATION CONFIRMATION  
(OPTION FORTHCOMING)**

Submitted Applications Pending Applications

### Submitted Applications

The applications that you have submitted are listed below. To view the details of an individual application, click the link in the Number column. Note that each property included on your submission shows as a unique application in the list.

Tridding Number	Property Address	Parcel Number	Date Received	Status
182270	Avenue B, Vacant	4012230023	6/3/2020	<a href="#">View Details</a>

### Pending Applications

The applications that you have not completed or submitted are listed below. To complete or to submit an application, click the link in the Number column. To delete an incomplete application, click the Trash Can icon for the application you want to delete.

Tridding Number	Property Address	Parcel Numbers	Date Saved
Showing 0 to 0 of 0 entries			

No pending applications found

DEVELOPMENT PRO FORMA  
AND  
OPERATING PRO FORMA

**Clark Commons Phase II -97 Units 4% Bond**  
65RAD

5.3.20

USE OF FUNDS			
	Total	Bas	Non-Bas
1 Land	150,000		
2 Structures	0	0	150,000
2 TOTAL	150,000	0	150,000
4 Appraisal/Mkt. Study	4,631	4,631	
5 Consultant/Contingency	0	0	
6 Survey / Subdivision/ Arch.	65,000	65,000	
7 Soil Borings	45,000	45,000	
8 Phase I/Environ.	450,000	450,000	
9 Arch/Engineer	660,000	660,000	
10 Other	15,000	15,000	
11 Legal	90,000	55,000	35,000
12 MSHDA Loan Fees (2%) + 2,000 app fee	348,919	0	348,919
13 Cost Cert. Audit	30,000	30,000	
14 Insurance	175,000	175,000	
15 Construction Loan Interest -Accrued	0	0	
16 Interim Interest	737,929	605,102	132,827
17 Closing Costs/Equity Due Diligence	62,692	27,000	35,692
18 Title & Recording	65,000	32,000	33,000
19 Other, Permits and Fees	340,000	340,000	
20 Bank Inspector	25,000	25,000	
Other: LIHC Fee 6%, plus \$475/Unit + \$2500	133,460	0	133,460
21 TOTAL SOFT	3,247,831	2,628,730	
22 Site Work	5,250,000	5,250,000	
23 Infrastructure	0	0	
24 Demolition	0	0	
25 DHC Site	0	0	0
26 Site Remediation/Unsuitable soils	0	0	0
27 SUBTOTAL -SITE PREP*	5,250,000	5,250,000	0
28 Residential**	17,500,000	17,500,000	
29 Community	0	0	
30 Other	0	0	
31 General Requirements (6%)	1,337,700	1,337,700	0
33 Bond Premium	included	0	
34 Other: Security/Cost Cert	204,000	204,000	
35 Other:	0	0	
36 Subtotal Contractors Costs	24,291,700	24,291,700	
Builder's Overhead (2%)	445,900	445,900	0
37 Builders Profit (max 6%)	1,337,700	1,337,700	0
38 TOTAL CONT. COSTS***	26,075,300	26,075,300	0
39 Const. Contingency (5%)	1,303,765	1,303,765	0
40 TOTAL DEV. COSTS	30,778,698	29,907,798	869,898
41 Developers Fee (12%)	1,680,000	4,659,705	1,680,000
FHC Dev. Fee (3%)	420,000	420,000	0
42 Rent Up Allowance	168,842	0	168,842
43 Initial Operating Deficit	0	0	0
44 FF&E	50,000	0	50,000
45 Deforcance	0	0	0
46 TOTAL WORKING CAP.	218,842	0	218,842
PROJECT RESERVES			
47 Operating Assurance Reserve (6 mos.)	413,877	0	413,877
48 ODR	71,753	0	71,753
48a Dep to DOA	90,377	0	90,377
49 TOTAL RESERVES	576,007	0	576,007
ADMIN. COSTS			
50 Relocation	0	0	0
Water bills	0	0	0
51 OTFS	0	0	0
52 TOTAL ADMIN COSTS	0	0	0
53 TOTAL PROJ. COSTS	33,671,645	32,007,798	1,663,747
54 Syndication Costs	0	0	0
55 Partnership Expenses	0	0	0
<b>TOTAL</b>	<b>33,671,645</b>	<b>32,007,798</b>	<b>1,663,747</b>

PERM. SOURCE OF FUNDS

CNI	8,900,000
Tax Exempt Perm Loan (5.25%, 35 yrs.)	4,719,850
FHC	1,000,000
MDEQ/FHLB/City	788,511
MSHDA GAP	4,500,000
Fed Tax Credit Equity	13,368,096
Shortfall	366,178
<b>TOTAL</b>	<b>33,671,648</b>

CONSTRUCTION SOURCE OF FUNDS

CNI	9,201,823
Construction Loan	15,445,929
MSHDA GAP	1,900,000
Equity	1,336,801
<b>TOTAL</b>	<b>27,884,553</b>

Residential SF	103,977
Garage/Corner	9,114
Square feet	113,091

\*\* Residential cost per square foot

\*\*\* Total cost per sf. less community

Residential and garages per hard costs

Tax credit basis

Applicable % Jan 19

\$32,007,798 % TC Eligible  
3.40% Eligible Alloc.  
Requested

Income Avg.  
100.00% 130% Boost  
\$1,414,745 Value at  
\$1,414,745 Total

\$41,610,137  
\$0,9450  
13,368,000

Clark Commons III - 97 Units  
65 RAD

		RAD/TC		RAD Rent		Total		Total Units		NSF	Rentable SF	5.4.2020		7% Gross	* 2020 OCAF	
												68% (2020) Pmt. (2020)		7% Gross	* 2020 OCAF	
												Utility/Bldg		7% Gross	* 2020 OCAF	
																* 2020 OCAF
30% AMI RAD																
1BR/1BA(G)	4										9,158	118	720	604	557	
1BR/1BA(GPH)	1										784	118	720	604	557	
2BR/1.5BA(F2)	6										20,860	142	864	784	741	
2BR/1.5BA(F1)	6										5,936	142	864	784	741	1080 WATER
3BR/1BA (HPH/apr)	4										7,210	142	864	784	741	1080 525HH member/mo
3BR/1.5BA(J/apr)	5										19,384	142	864	784	741	1080 1218 848 = 327 persons
3BR/2.5BA(EPH)	0															1080
3BR/2.5BA(EI)	10										1,408	166	997	1023	975	
3BR/2BA(EI)	0										37,426	166	997	1023	975	1246
3BR/2BA (KPH/apr)	1										1,800	166	997	1023	975	1246
4BR/2.5BA(OPH)	1										1,471	186	997	1023	975	1246
4BR/2.5BA (D)	39										TOTAL SF	191	1,113	1064	1024	1,391
												108,763	1064	1,391		
												UA includes gas heat, elec cook & water heater, sundry, services chg				
60% TC											Total	Monthly Rent	Total			
1BR/1BA(G)	5									602	602	782	1,584			
1BR/1BA(GPH)	0										782	0	782	0		
2BR/1.5BA (F2)	6									722	3,610	0	3,610	0		
2BR/1BA (F1)	0									722	722	0	722	0		
2BR/1BA (HPH/apr)	0									722	1,444	0	1,444	0		
2BR/1.5BA(J/apr)	5									722	3,610	0	3,610	0		
3BR/2.5BA(EPH)	0									831	6,548	0	6,548	0		
3BR/2BA (E)	10									831	6,548	0	6,548	0		
3BR/2BA(EI)	0									831	6,548	0	6,548	0		
3BR/2BA (KPH/apr)	0									831	6,548	0	6,548	0		
4BR/2.5BA(OPH)	0									922	7,376	0	7,376	0		
4BR/2.5BA (D)	0									922	7,376	0	7,376	0		
												1,200	1,200			
												20	20			
Monthly Total											77,806					
Annual Total											933,672					
Vacancy/collection loss @ 8%											74,694					
Net Rental Income										893,981	967,349	986,696	1,028,559	1,047,090	1,089,392	1,139,404
Misc.																
ACC Subsidy																
Subsidy Reserve Payments																
Subsidy Payments																
TOTAL										993,636	958,429	997,597	1,037,434	1,058,183	1,079,346	1,145,411





# MARKET STUDY EXCERPTS



**A MARKET FEASIBILITY STUDY OF:  
CLARK COMMONS II**

### **Impact on Existing Housing Stock**

All the data combined with interviews of real estate professionals demonstrate a continuing need for affordable housing over the foreseeable term. The comparables surveyed include a total of 1,729 units at 13 properties. The affordable properties in the area reported an average occupancy rate of 97.6 percent and five of the LIHTC comparables reported maintaining waiting lists. We believe this data is evident of adequate demand in the market.

Our demand calculations illustrate a need for affordable housing in the area when we consider the Subject's proposed LIHTC rents. The existing and planned apartment developments will not hinder each other's ability to maintain full occupancy. It is our opinion that the construction of the Subject through the LIHTC program will have a positive impact on the Subject and the surrounding neighborhood, and will not adversely affect the existing housing located in the PMA.

### **Conclusion**

The LIHTC comparable properties have vacancy rates ranging from zero to 8.9 percent with an overall weighted vacancy rate of 2.4 percent. The market rate comparables have reported vacancy rates ranging from zero to 7.9 percent with an overall weighted vacancy rate of 3.0 percent.

It should be noted that per our conversations with market participants, many of the existing Flint apartment developments have pipelines for water supply that are not treated with anti-corrosive additives, which causes lead to leak into the water supply. Though the City is attempting to address this issue for existing properties, the solution for many current residents is to move to newer apartment complexes with newer piping that is treated with anti-corrosives.

As a newly renovated property, the Subject will be at a competitive advantage to the existing multifamily inventory, which may have piping issues. Overall, the vacancy rates in the Flint market are elevated. Based on the comparable data, we believe that the Subject will be able to stabilize following renovation with a vacancy rate of 7.0 percent or less as proposed.

Post construction, the Subject will exhibit excellent condition. Its unit-amenity package will be similar to superior to the majority of comparable properties, while its community amenity package will be competitive. Overall, we believe the Subject can achieve the 60 percent AMI maximum allowable rents, as proposed, for its three and four-bedroom floor plans. In the event that the Subject were to lose its subsidy, the Subject would be able to achieve maximum allowable rents at the 40 and 60 percent AMI levels for all the proposed units. Therefore, the proposed LIHTC rents, which are set at the maximum allowable levels, appear reasonable and well positioned for the rental market in the PMA. Further, based on the tenant characteristics at the market rate comparables, we maintain that the Subject can achieve one, two, and three-bedroom market rents above the sponsor's proposed rents.

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the Code of the City of Flint by amending Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons.

IT IS HEREBY ORDAINED BY PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the provisions of Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons, shall be amended by adding subsection (DD), which shall read in its entirety as follows:

(DD) THE CITY ACKNOWLEDGES THAT **ORCHARD LANE LIMITED DIVIDEND HOUSING ASSOCIATION, LLC A MICHIGAN LIMITED LIABILITY COMPANY** (THE "OWNER") HAS OFFERED, SUBJECT TO RECEIPT OF AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE LOAN AND/OR ALLOCATION OF LOW INCOME HOUSING TAX CREDITS FROM THE MICHIGAN STATE HOUSING AND DEVELOPMENT AUTHORITY ("MSHDA"), TO OWN AND OPERATE A HOUSING PROJECT IDENTIFIED AS "ORCHARD LANE APARTMENTS" (THE "PROJECT") ON CERTAIN PROPERTY LOCATED IN THE CITY TO SERVE PERSONS AND FAMILIES OF LOW INCOME, AND THAT THE SPONSOR HAS OFFERED TO PAY THE CITY ON ACCOUNT OF THIS HOUSING DEVELOPMENT AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN LIEU OF AD VALOREM TAXES.

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX

BENEFITS OF PAYING A SERVICE CHARGE IN LIEU OF AD VALOREM TAXES (BUT NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. THE ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO FOUR PERCENT (4.5%) OF THE ANNUAL SHELTER RENTS, EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF RENT PAYABLE UNDER ANY GOVERNMENTAL SUBSIDY. NOTWITHSTANDING THE FOREGOING, THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

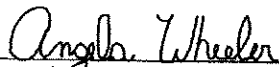
Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this \_\_\_\_\_ day of

\_\_\_\_\_, 2020 A.D.

\_\_\_\_\_  
Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

**Orchard Lane PILOT vs. Tax Comparisons**

1) Current taxes:	\$21,500.00
2) Estimated Ad Valorem Taxes after purchase	\$51,436.50
3) PILOT estimation	\$12,000.00

DIFFERENCE BETWEEN PILOT AND  
ESTIMATED TAXES: \$39,436.50 per year

Based on the Schedule of Rents provided by Communities First, Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 45 units is \$267,500.

3) Estimated project ad valorem taxable value:

	One Bedroom	Two Bedroom
Market Rent	\$500	\$600
Number of Units	16	29
	<u>\$8,000</u>	<u>\$17,400</u>
Monthly Income	\$25,400	
Yearly Income	\$304,800	
Vacancy/Loss (10%)	(\$30,480)	
Potential Gross Income	<u>\$274,320</u>	
Expenses	<u>(\$123,444)</u>	
Net Operating Income	\$150,876	
Cap Rate of 10%	\$1,508,760	
SEV/TV	754,380	
Potential Taxes	<u>\$51,436</u>	

**PAYMENT IN LIEU OF TAXES  
(PILOT)  
APPLICATION**



**CITY OF FLINT**

1101 S SAGINAW ST.  
FLINT, MI 48502  
TEL: 810-766-7436

*CMC*

## **PURPOSE**

To administer the City of Flint Code of Ordinances 18-4.1 to 18-4.8, establishing a class of housing developments pursuant to the State Housing Development Authority Act of 1966, known as Act 436 of the Acts of 1966, being MCLA §§ 125.1401 et seq. , as amended, which are exempt from property taxes, paying instead a service charge to be paid in lieu of taxes (PILOT) by any or all classes of housing exempt from taxation under this Act at any amount it chooses, but not to exceed the taxes that would be paid for if not for this Act.

The City acknowledges that serving persons of low income is a public necessity, and as such the City of Flint will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. The applicant for a PILOT is affirming that the economic feasibility of this housing development is reliant on this requested tax exemption.

Furthermore, in considering this application for PILOT, the evaluators of such request shall consider that the community shall be developed in a manner consistent with the adopted Master Plan and Consolidated Action Plan. Evaluation of the application should take into consideration maintaining the overall goals and objectives set forth in these plans.

## **ELIGIBILITY**

- 1) Applicant must be a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park cooperative or mobile home park association, and must be financed with a federally-aided or Michigan State Housing Development Authority (MSHDA) aided mortgage or advance or grant from MSHDA.
- 2) PILOT has been requested during the planning stage of the project; any development project under construction at the time of application is not eligible to apply for, or to receive, a PILOT.
- 3) The applicant must own the property or have an option or other right to purchase the property under consideration and provide in application.
- 4) Housing development must contain a minimum of 51% affordable units.
- 5) Project includes a Low Income Housing Tax Credit (LIHTC) allocation.
- 6) The property is not designated as a Brownfield or 5/50 property.
- 7) All parcels that are separate have been combined through proper City channels.



## **PROCESS**

1) **Mandatory Pre-Application Conference:** This will be a meeting of all applicable City Departments to include:

- City Administrator
- City Planner
- City Engineer
- City Treasurer
- City Assessor
- Chief Building Official
- Community and Economic Development Staff
- Representatives of applicant development team

This meeting will serve to familiarize all parties with the scope of the project and any issues that may exist. The applicant will also be familiarized with the PILOT process and policies.

2) **Submission of Application:** Application form must be complete and packet of required supporting documentation assembled based upon requirements set forth in the application. Any additional concerns or items that were discussed in the Pre-Application Conference should also be addressed. Application forms are available on both the City of Flint website and in the Department of Community and Economic Development.

One original and one electronic copy shall be submitted no later than seven (7) weeks before the Regular City Council meeting, which are typically held on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month.

3) **Internal (Administrative) Review:** An internal review will occur, resulting in either Administrative approval within three (3) weeks or return to the applicant for corrections.

Applications will be scored on a scoring matrix as attached in this application.

Administrative approval will move the application forward to an ordinance amendment that will be placed on the Government Operation Committee meeting agenda.

4) **Council Committee Review:** Meetings are held the Wednesday prior to the Regular City Council meeting. The developer is required to be in attendance at this meeting to answer any questions the committee may have.

5) **Review by City Council:** Once committee approval is obtained, the ordinance amendment will proceed to the following Regular City Council Meeting (the Monday following committee). The developer is required to be in attendance at this meeting.

6) **Approval:** If the PILOT application is approved by resolution of the City Council, a certified copy of the resolution and a copy of the minutes will be provided to the applicant. Additionally, digital copies will be provided to all applicable City Departments.

***\*Note: All applicants are required to file their MISDA affidavit with the City Assessor by November 1 of the year before the PILOT is to take effect.***

## **APPLICATION REQUIREMENTS**

### **1) Completed Application Form**

### **2) Narrative:**

#### **a. Background information:**

##### **i. Development experience of team**

Please see attached resume for Communities First, Inc. ("CFI")

##### **ii. Describe the corporate partnership structure**

Please see attached proposed organization chart.

**b. Describe the proposed Project (include the following sections):** We are requesting a 4.5% PILOT. CFI proposes to acquire Orchard Lane apartments, located at 2709 Orchard Lane Dr., Flint, Michigan (the "Development"). The proposed Development is comprised of forty-five (45) one- and two-bedroom apartment rental units. The Development suffers from high vacancy rates due to eight (8) down units and various deferred capital maintenance needs. CFI, a 501(c)3 nonprofit corporation based in Flint, Michigan, whose mission is to build healthy, vibrant communities through economic development, affordable housing, and innovative programming, will immediately repair all health and safety property needs and bring the down units back on line to rent to low and moderate income individuals and families in Flint, Michigan.

**i. Intended usage/target market –** Low and moderate income individuals and families in Genesee County.

**ii. Economic impact** The Development currently suffers from high vacancy and is in danger of becoming housing of last resort that with a tenant based that is a detriment to the neighborhood and nearby businesses. The Development is located near a desirable commercial corridor (Ballenger Highway and Flushing Road) and many business, employment, and recreation amenities and will provide a beneficial long term economic impact to local businesses in the immediate area and greater Flint. Additionally, the project will likely utilize jobs for property a management job and positions for maintenance staffing and contracts.

**iii. Environmental impact (to include any mitigation actions taken)** Prior to financing, we will complete a Phase I ESA, but we do not expect there to be any Recognized Environmental Conditions.

**iv. Impact on City infrastructure (transportation and utilities)** The Development is existing multifamily housing that currently utilizes public utilities. CFI encourages residents to utilize public transportation and strives to increase walkability in all our developments. This project will help make Flint more attractive for business investment and people by providing decent, safe, sanitary, and affordable housing options to residents. Additionally, increasing affordable housing options for residents of Flint will reduce strain on health services impacted by COVID-19 by providing a reliable place for residents to practice safe-distancing.

**v. Impact on City services (police, fire, EMS, code enforcement)** CFI expects the

local area to be much safer and to incentivize investment by homeowners and business owners in and around the neighborhood. Increasing the density with quality affordable housing options will help activate the area with more residents to deter nearby criminal activity and utilize local businesses and other amenities. We expect nearby property values to increase and more local investment and activity, enlarging the tax base and providing more resources for City services.

**vi. Square footage of the building and land to be renovated** - The total square footage has not been determined.

**vii. Architectural renderings to include the number and type of units** - The unit mix includes sixteen (16) one-bedroom units and twenty-nine (29) two-bedroom units. The Development is an existing multifamily acquisition and

**viii. Any other information to fully explain the project**

**c. Describe the marketing of the project, clearly identifying the intended market. If the project is speculative, how long is full occupancy expected to take and who will be the property manager?**

The Project will be marketed through local media advertising, as well as word of mouth. Given current demand for housing in Flint, we expect full occupancy in the first two months following the down unit repairs.

**d. Briefly describe the ownership and tax information for this project:**

**i. State the location or the proposed project to include street address, parcel ID, and the legal description.** Parcel ID: 40-11-351-002 and 40-11-303-001; Legal Description: **Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28.**

**Address: 2645 and 2709 Orchard Lane, Flint, MI 48504**

**ii. Name of the property owner at the time of application.** NINE8 Capital, LLC.

**iii. If the applicant is not the current owner of record, attach a valid option to purchase.** See Attached Purchase and Sale Agreement, dated April 20, 2020.

**iv. Describe any and all financing, options, and liens on the property** We are not aware of any liens on the property. We plan to finance the acquisition and immediate repairs through a combination of HOME funds, conventional loan, and equity.

**v. State the current assessed value of the property.** According to the Flint Property Portal, the State Equalized Value is \$280,500.00.

**vi. Are any assessments currently under appeal? If yes, describe.** We are not aware of any assessment appeals.

**e. Provide a detailed development pro forma outlining proposed hard, soft and financing costs associated with the development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction, and permanent financing, as well as any government assistance. Proposals must contain detailed cost breakdowns. Please see attached sources and uses of funds.**

**f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT.** Please see attached 15-year operating proforma. A longer term forecast proforma can be provided upon request.

**g. Provide a detailed schedule of rents and income limits of lessees -** Please see attached rent schedule with income targeting and unit mix.

**h. Provide housing market data to show demand.**

See Imagine Flint Master Plan. We have not done a market study but given current demand for rental units in the area and Flint as well as the COVID-19 crisis, there is adequate demand for the multifamily apartments.

**i. State a proposed timeline for the Project to include:**

**i. Closing of the loan or contributing financing** November 2020

**ii. First expenditure of funds with regards to the project** November 2020

**iii. Anticipated date construction will begin** November 2020

**iv. Anticipated date of completion** December 2020

**j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members.** We are not aware of any conflicts of interest.

**k. To receive application bonus points, address the following:**

**i. Mixed use (PILOT ONLY applies to housing- not commercial SF) -** The proposed Development is not mixed used.

**ii. Energy efficiency and green practices** CFI plans to install energy efficient features where necessary

**iii. Neighborhood and block club outreach (Full list of outreach done)**

Due to the COVID-19 crisis, CFI has not been able to conduct any physical or in-person outreach but we are constantly in communication with City and neighborhood stakeholders, including the nearby Ballenger Highway Neighborhood Association and Mott Neighborhood Association. Fifteen people who live or work in the Mott Park and Ballenger Highway Neighborhood filled out their support for CFI acquisition of the property and the PILOT electronically.

**iv. External amenities (walk score, proximity to transit, jobs, etc.)**

The property's Walkscore is 75 and within close distance to several business and employment amenities, including McLaren Hospital and a grocery store. Additionally, the Development is near Berkley Place Apartments, a 33 unit multifamily development under construction. These two developments will provide investment leverage to create a dynamic and prosperous corridor northwest of downtown Flint.

**l. Include a copy of the completed MSHDA application for Low Income Housing Tax Credits (LIHTC) within thirty (30) days of submittal to MSHDA.**



(APPLICATION FORM ON NEXT PAGE- ATTACH APPLICATION FORM TO THE REQUIRED NARRATIVES AND SUPPORTING DOCUMENTS)

**PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION**

**CITY OF FLINT**

**APPLICANT INFORMATION**

<b>ENTITY NAME</b>	Communities First, Inc. on behalf of OL LDHA LLC or another entity to be formed
<b>REPRESENTATIVES NAME</b>	Glenn A. Wilson
<b>ADDRESS</b>	415 West Court Street, Flint, MI 48503
<b>TELEPHONE NUMBER</b>	810 422 5358
<b>E-MAIL ADDRESS</b>	gwilson@communitiesfirstinc.org

**GUARANTORS INFORMATION**

<b>ENTITY NAME</b>	Communities First, Inc.
<b>ENTITY PRINCIPAL</b>	
<b>ADDRESS</b>	415 West Court Street, Flint, MI 48503
<b>TELEPHONE NUMBER</b>	810 422 5358
<b>E-MAIL ADDRESS</b>	gwilson@communitiesfirstinc.org

**PROJECT INFORMATION**

<b>PROJECT NAME</b>	Orchard Lane Apartments
<b>ADDRESS OF PROJECT</b>	2709 Orchard Ln. Dr.

<b>PARCEL ID</b>	40-11-351-002 and 40-11-303-001
<b>LEGAL DESCRIPTION</b>	Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28.  Address: 2645 and 2709 Orchard Lane, Flint, MI 48504

### **DEVELOPMENT TEAM**

<b>APPLICANT PRIMARY POINT OF CONTACT</b>	Communities First, Inc.
<b>ARCHITECTURAL FIRM</b>	N/A
<b>CONSTRUCTION PROJECT MANAGER</b>	TBD
<b>GENERAL CONTRACTOR FOR PROJECT</b>	TBD

*Applicant is to attach items a-l as required in the narrative portion of the application.*

- a. Background information See Above
- b. Project description See Above
- c. Project marketing/target market See Above
- d. Ownership description/tax information See Above
- e. Detailed development pro forma Attached
- f. Operating pro forma Attached
- g. Schedule of rents/income levels Attached
- h. Housing market data supporting demand See Above
- i. Proposed project timeline See Above
- j. Conflicts of interest See Above
- k. Application bonus point items See Above
- l. MSHDA application for LIHTC credits N/A



## **ORGANIZATIONAL CAPACITY**

Communities First, Inc. is made up of a dynamic team of passionate and committed professionals with expertise in real estate development, project management, finance, housing, economic development and community engagement. The organization and team have an excellent relationship with Michigan State Housing Development Authority, City of Detroit, U.S. Department of Housing and Urban Development and other partners enabling us to layer complex financing and utilize various programs.

### **Glenn Wilson, President/CEO**

As co-founder and President/CEO, Glenn Wilson leads the organization as it responds to the great need that distressed communities face in regards to economic development and affordable housing. The organization has secured more than \$40 million in funding, primarily for real estate development projects and provided jobs to more than 300 people due to Mr. Wilson's leadership. Glenn has expansive knowledge of real estate and community development, serving as the primary lead for these activities since the organization's inception in 2010. His background in healthcare, real estate, business, marketing and entrepreneurship has translated well to his real estate development work. Glenn currently serves on the Michigan Housing Council Board of Directors, Michigan Housing Council Finance and Development Committee and the Community and Economic Development Association of Michigan Board of Directors. He also serves on the boards of the Mass Transportation Authority and Hurley Foundation and is a member of the Federal Home Loan Bank of Indianapolis Advisory Board. Glenn participates in committees at the Flint Institute of Arts and Flint Institute of Music and has a special interest in increasing equity in the arts. He has strong relationships with governmental entities, politicians, foundations and community groups throughout the state of Michigan.

### **Essence Wilson, Chief Strategy Officer**

Essence Wilson is co-founder and Chief Strategy Officer for the organization. Her responsibilities include writing grants, improving organizational efficiency and organizing community engagement efforts. Essence has a bachelor's degree in mechanical engineering from Kettering University and a master's degree in management, strategy and leadership at Michigan State University. This education and prior experience working at General Motors helped her develop as a leader and innovator, which has served her well in the nonprofit arena. A natural planner and

*Empowering People. Building Communities.*

COMMUNITIES FIRST, INC.  
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.  
FLINT, MI 48503

P.O. BOX 152  
FLINT, MI 48501

P: 810-422-5356  
F: 810-519-4844



logistical thinker, she is often responsible for translating vision to action while producing tangible results.

Her community involvement includes serving on the Flint Institute of Music Board of Directors, participating in committees at Flint Institute of Arts and Flint Institute of Music.

### **Renee A. Kent, Special Projects Manager**

Renee has been engaged in the financial services and community development field for 20 years managing lending and equity investing activities that target funding for affordable housing and economic development initiatives to revitalize and stabilize low to moderate income communities throughout the state of Michigan. Experience includes structuring and financing Tax Credits, Social Impact Bonds and Opportunity Zone Investments. Renee is a passionate volunteer throughout her community and seeks to affect greater positive change through participation on various boards, community task force coalitions, youth based organizations and loan committees for community, government and corporate initiatives. Renee holds a Bachelor Degree majoring in accounting from Eastern Michigan University.

### **Michael E. Wright Real Estate Development Director**

Michael obtained his Master's degree in Public Administration with an emphasis in urban and regional policy and planning and Bachelors of Arts degrees in political science and philosophy from Grand Valley State University. Michael has 9 years of real estate development experience as a consultant and developer, specializing in both for-profit and non-profit real estate finance and development. Michael has utilized low income housing, historic, and new markets tax credits, HOME funds, tax increment financing, conventional and HUD insured (221(d)4 and 223(f)) debt, and grants to close various projects in Michigan, Ohio, and Oklahoma. Michael's service ethic is demonstrated by his prior work as a member with LISC/AmeriCorps, Neighborhood Ventures in Grand Rapids and the Wyoming Downtown Development Authority.

### **Lisa Mauzey Financial Management Consultant**

For the past 25 years, Lisa Mauzey has worked in the accounting fields for both for-profit and non-profit organizations. During this time she has developed strong accounting skills and refined her skills in full-service corporate, real estate, and

*Empowering People. Building Communities.*

COMMUNITIES FIRST, INC.      415 W. COURT ST.      P.O. BOX 152      P: 810-422-5358  
COMMUNITIESFIRSTINC.ORG      FLINT, MI 48503      FLINT, MI 48501      F: 810-519-4844





construction accounting; as well as, administrative skills including human resources. She has worked on projects that assisted neighborhood development organizations building housing in Detroit and Flint by using her abilities to budget, complete construction draws, and organize a build schedule. Lisa earned her Associates of Arts in Accounting from the University of Phoenix in December 2008 and her Bachelors of Business Administration in Innovative Organization from the University of Phoenix in May 2011.

### **Property Management Partner**

Premier Property Management, LLC, is a full service property management firm formed as a Limited Liability Company in 1999 to provide professional marketing and property management services for all types of multifamily housing and commercial retail real estate developments.

This firm developed in part as a response to the rising demand by owners, government agencies, mortgage lenders and tenants for experienced real estate management professionals. These professionals must be able to provide higher quality service while remaining abreast of the changes in the laws and government regulations which affect the investment and the investor. Premier Property Management LLC, is recognized as having the experience, knowledge, skill and resources to meet these demands for all types of real estate developments and establishes individual management programs tailored to address the specific needs of each unique development.

The experience of Premier Property Management, LLC, includes the management experience of a diverse portfolio of Condominium, Conventional, Affordable Low Income, Elderly, and Publicly Owned housing developments. The depth of experience and the recognition as an industry expert in the reformation of distressed housing is reflected in the strong working relationships which have been developed with various government agencies including; The Department of Housing and Urban Development (HUD) in Detroit, MI, Grand Rapids, MI, Cleveland, OH, Miami, FL, Atlanta, GA, and Indianapolis, IN, The U.S. Department of Agriculture (Rural Development) in Tavares, FL, Ocala, FL, and West Palm Beach Gardens, FL., The Michigan State Housing Development Authority (MSHDA) in Detroit, MI, and Lansing, MI, and innumerable local government offices including Clinton Township, Shelby Township, City of Ecorse, the City of South Lyon and the City of Detroit.

*Empowering People. Building Communities.*

COMMUNITIES FIRST, INC.	415 W. COURT ST.	P.O. BOX 152	P: 810-422-5358
COMMUNITIESFIRSTINC.ORG	FLINT, MI 48503	FLINT, MI 48501	F: 810-519-4644



**In addition to the traditional property management services, Premier Property Management has assisted several Public Housing agencies move from being “Troubled” agencies to highly functioning agencies through comprehensive changes in operations and establishing better communication with the Boards of Commissioners.**

*Empowering People. Building Communities.*

COMMUNITIES FIRST, INC.	415 W. COURT ST.	P.O. BOX 152	P: 810-422-5358
COMMUNITIESFIRSTINC.ORG	FLINT, MI 48503	FLINT, MI 48501	F: 810-519-4844



## **DEVELOPMENT EXPERIENCE**

**Communities First, Inc.** develops projects and programs while always keeping the community involved and engaged; as our organization grows we will also grow with the needs of the community in mind. Over the last 10 years, Communities First, Inc. has developed and/or acquired affordable housing units, market rate housing units, commercial/office/warehouse space as well as theater/event space. The following provides examples of three successful projects with components similar to the Grandmont Rosedale Development Opportunity:

### **Project: Coolidge Park Apartments**



**Project Overview:** Communities First, Inc. is the sponsor/developer of Coolidge Park Apartments. Completed in October 2019, the project involves the historic rehabilitation of Coolidge Elementary School and the construction of a new mixed use building on the site. The development includes market rate units, affordable units and over 9,000 square feet of commercial space.

**Project Type:** Low Income Housing Tax Credits (LIHTC)

**Unit Mix:** 54 LIHTC Units, 9 market rate units, over 9,000 sq. feet commercial space

**Year of Completion:** 2019

**Funding Sources:** Coolidge Park Apartments was funded with MSHDA LIHTC, Federal Historic Tax Credits, City of Flint HOME Funds, MEDC CRP funds, Foundation grants and conventional financing from ELGA Credit Union and JP Morgan Chase Bank.

**Total Project Cost:** \$16.3 Million

**Additional Details:** Please visit <https://www.youtube.com/watch?v=Mo0>

*Empowering People. Building Communities.*

COMMUNITIES FIRST, INC.  
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.  
FLINT, MI 48503

P.O. BOX 152  
FLINT, MI 48501

P: 810-422-5358  
F: 810-519-4844



## Project: Swayze Court Apartments



**Project Overview:** Communities First, Inc. is the sponsor/developer of Swayze Court Apartments. This project involved the rehabilitation of the historic Swayze Apartments and the construction of a new building on the property. Swayze Court Apartments is a 36 unit permanent supportive housing project for individuals that are homeless, at risk of homelessness or have special needs. Swayze Court Apartments provided more than 100 well-paying construction jobs for the local community and was certified as an Enterprise Green Community.

**Project Type:** Permanent Supportive Housing (PSH) for Homeless, At Risk of Homelessness, and Special Needs

**Unit Mix:** 28 PSH Units, 8 Units Mixed Affordable

**Year of Completion:** 2016

**Funding Sources:** Swayze Court Apartments was funded with MSHDA LIHTC, Federal Historic Tax Credits, MSHDA HOME and City of Flint HOME.

**Total Project Cost:** \$8.3 Million

**Additional Details:** Please visit

<https://www.youtube.com/watch?v=ovfMPJBriNs&t=21s> for a video of the ribbon cutting ceremony.

*Empowering People. Building Communities.*

COMMUNITIES FIRST, INC.  
COMMUNITIESFIRSTINC.ORG

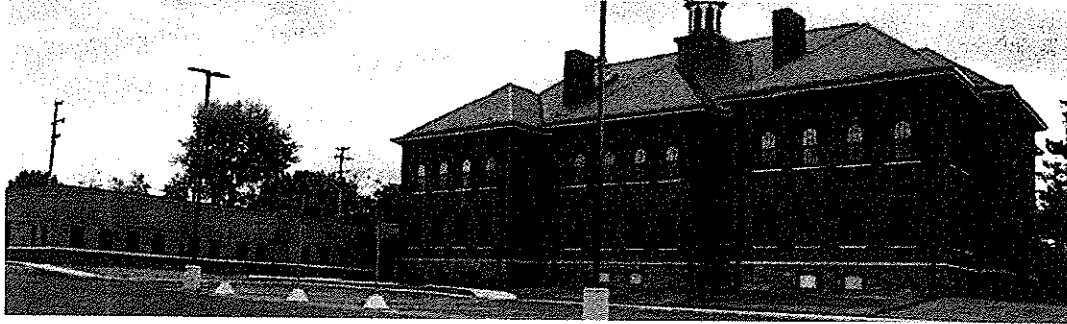
415 W. COURT ST.  
FLINT, MI 48503

P.O. BOX 152  
FLINT, MI 48501

P: 810-422-5358  
F: 810-519-4844



## Project: Oak Street Senior Apartments



**Project Overview:** Communities First, Inc. is the sponsor/developer of Oak Street Senior Apartments. Oak Street Senior Apartments is a U.S. Department of HUD Section 202 Supportive Housing for the Elderly development. The project consists of 24 units of safe, affordable housing for low income seniors in the downtown Flint area. The historic Oak School was originally built in 1898 and has been preserved according to historic standards. The resulting development is Enterprise Green Communities certified and winner of the Association of General Contractors of Michigan.

**Project Type:** Permanent Supportive Housing for Elderly

**Unit Mix:** 24 Units Permanent Supportive Housing

**Year of Completion:** 2014

**Funding Sources:** Oak Street Senior Apartments was funded primarily through a U.S. Department of HUD Section 202 Supportive Housing for the Elderly grant and a MSHDA Housing Development Funds grant. Additional sources of funding came from the City of Flint, Genesee County Land Bank Authority and Michigan LISC.

**Total Project Cost:** \$5.1 Million

**Additional Details:** Please visit

[https://www.youtube.com/watch?v=Velpu15\\_184](https://www.youtube.com/watch?v=Velpu15_184) for a video of the ribbon cutting ceremony and [https://www.youtube.com/watch?v=c6W\\_D0\\_WNXA](https://www.youtube.com/watch?v=c6W_D0_WNXA) for more information.

*Empowering People. Building Communities.*

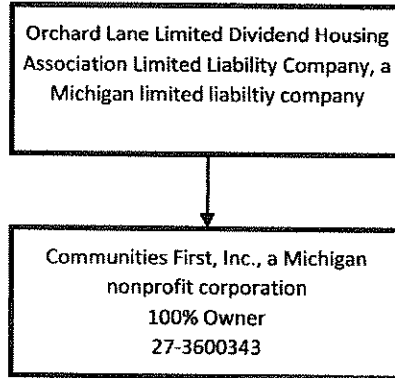
COMMUNITIES FIRST, INC.  
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.  
FLINT, MI 48503

P.O. BOX 152  
FLINT, MI 48501

P: 810-422-5358  
F: 810-519-4644

# Proposed Organization Chart for Orchard Lane Apartments



## Purchase and Sale Agreement

This Purchase and Sale Agreement (“Agreement”) is made and entered into this 20<sup>th</sup> day of April, 2020, (“Effective Date”) by and between Communities First, Inc., a Michigan nonprofit corporation or entity to be formed by Communities First, Inc. (“Purchaser”), whose address is 415 W. Court St., Flint, MI 48503 and NINE8 CAPITAL, LLC (the “Seller”), whose address is 20930 Michael Court, St. Clair Shores, MI 48081. The parties agree as follows:

1. Property Description: The real property being sold by Seller and purchased by Purchaser is located in the City of Flint, County of Genesee and State of Michigan, which is legally described in the attached Exhibit A (“Real Property”) and includes all property reserves.
2. Fixtures and Improvements Included: The following shall be included in the sale: All furniture, fixtures, and equipment now existing on the premises (“Personal Property”).
3. Fixtures and Improvements Not Included: The following personal property shall not be included in the sale, and Seller reserves the right to remove the following items prior to delivering possession to Purchaser: NONE.
5. Purchase Price: The Purchase Price is Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00).
6. Method of Payment: The Purchase Price shall be paid in full by cash or electronic wire of funds by Purchaser at time of closing.
7. Consummation of Purchase: The purchase shall be consummated by delivery of warranty deed conveying marketable title subject to restrictions, easements, and zoning ordinances of record, or that are apparent upon physical examination of the Real Property.
8. Inspection Period. Purchaser shall have ninety (90) days from the execution of this Agreement (“Inspection Period”) to conduct such investigations and tests and obtain such approvals and assurances, as Purchaser deems appropriate in order to determine whether the Real Property is suitable for Purchaser’s intended use(s). Within five (5) days following the execution of this Agreement, Seller shall provide to Purchaser the following documentation in Seller’s possession or control which relates to the Property: i) current title reports on the Real Property, including all exception documents; ii) copies of leases and other agreements, contracts, warranties, reports, rent rolls, financial statements, and other materials regarding the Real Property and Seller’s ownership of the Real Property; iii) all surveys, geological studies and reports, soil reports, grading plans, environmental reports, Phase I and Phase II Environmental Site Assessment Reports and Studies, Property Insurance, contracts with consultants and contractors that have provided work on the Real Property, and other documents and reports regarding the physical condition of the Real

Property; iv) allow Purchaser to enter and inspect the Real Property as required to satisfy the Purchaser. If Purchaser, in its sole discretion is not satisfied for any reason with the results of its inspections and investigations, Purchaser may terminate this Agreement at any time during the Inspection Period, upon notice to Seller, whereupon neither party shall have any further obligation to the other except for those matters, if any, that survive the termination of this Agreement and Purchaser shall receive a full refund of the Earnest Deposit.

9. Property Inspection: Purchaser acknowledges:
  - A. That Purchaser has personally inspected and approved the Real Property, buildings, layout and location thereof, and all Personal Property included;
  - B. That Purchaser accepts both the Real Property, buildings thereon, and all Personal Property, in their present condition, "as is;"
  - C. That Seller has never lived on the Real Property and will not be making a Seller's Disclosure Statement;
  - D. That Seller makes no representations and gives no warranty concerning the condition of the Real Property or building thereon, or the condition above ground or below ground of the Personal Property included with the Real Property.
10. Title Evidence: As evidence of title, Seller, at Seller's expense, agrees to furnish Purchaser as soon as possible with a title commitment in an amount not less than the purchase price, bearing a date later than acceptance hereof. At closing, Seller agrees to furnish Purchaser with a title insurance policy conforming to the amount hereof and guarantying the title in the condition required for performance hereof.
11. Title Objections: If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, Seller shall have 30 days after receiving written notice to remedy the claimed defects. After 30 days, Seller will refund the deposit in full termination of the contract if Seller is unable to furnish marketable title. If the Seller remedies the title, the Purchaser agrees to complete the sale within 10 days of written notification thereof.
12. Warranties of Seller: Seller represents and warrants to Purchaser:
  - A. Seller has the full right, power and authority to convey the Real Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller 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 Seller is authorized to do so.



- B. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.
  - C. Seller is solely responsible for any and all consents, waivers, approvals, or authorizations required to be obtained from any partner.
  - D. Seller has no notice or knowledge of
    - i any planned or commenced public improvements that might result in special assessments or otherwise directly and materially affect the Premises or the personal property;
    - ii any government agency or court order requiring repairs, alterations, or corrections of any existing conditions;
    - iii any request by an insurer or a mortgagee of the Premises requiring repairs, alterations, or corrections of any existing conditions; or
    - iv any structural or mechanical defects in the Premises or the personal property.
  - E. During the interim between the signing of this Agreement and the closing, Seller will continue to operate the apartments and maintain the Premises in the same manner as Seller has operated the apartments and maintained the Premises for the past 12 months.
  - F. The representation and warranties of Seller shall survive Closing.
13. Warranties by Buyer: Buyer warrants to Seller and shall certify to Seller at the closing as follows:
- A. Buyer is a Michigan nonprofit corporation in good standing in the State of Michigan.
  - B. Buyer has full authority to enter into and perform this Agreement in accordance with its conditions, without breaching or defaulting on any obligation of Buyer to any partners or third parties.
  - C. Except as disclosed in this Agreement, Buyer is not a party to any agreement or otherwise bound under any obligation with or in favor of any other party who has any interest in the Premises or the personal property or the right to purchase or lease the Premises or the personal property.
14. Taxes and Assessments: Seller shall pay any back taxes due and owing and shall pay all taxes and assessments which first become due before the Effective Date. Purchaser shall

pay taxes and assessments which first become due after the Effective Date. Current year taxes shall be prorated to the Effective Date, same as having been paid in advance on a calendar year basis.

15. Closing Costs: Seller to pay the escrow closing fee due to Cinnaire Title Company ("Title Company") and its own counsel and/or other professional fees; Purchaser to pay recording fees, state and county transfer tax, and its own counsel fees to the Title Company. Seller reserves the right to choose their own title company.
16. Closing Date: Purchaser and Seller will close the sale no later than 30 days after the Inspection Period; Purchaser has the right to extend the Closing date three (3) times for 30 days each time. Purchaser shall deposit a non-refundable Five Thousand Dollars (\$5,000) with Title Company, for each 30-day extension which shall be applied to the Purchase Price
17. Earnest Deposit: Purchaser shall deposit the sum of Fifteen Thousand Dollars (\$15,000) with Title Company, within five (5) business days after the Effective Date, the receipt of which will be acknowledged by Seller. Earnest Deposit shall be applied to the Purchase Price. Purchaser and Seller agree that Earnest Deposit is fully refundable during the Inspection Period and the Earnest Deposit is non-refundable after the Inspection Period.
18. Occupancy: At closing, Seller will provide Purchaser with possession of the Real Property and the Personal Property.
19. Default of Purchaser: In the event of default of Purchaser, Seller may enforce the terms of the contract hereof, or in the alternative, Seller may cancel the contract and declare a forfeiture hereunder and retain the earnest deposit as liquidated damages.
20. Default of Seller: In the event of default by Seller, Purchaser may enforce the terms of the contract hereof, or in the alternative, Purchaser may cancel the Agreement, and declare an immediate refund of Purchaser's Earnest Deposit in full termination of this agreement.
21. Heirs and Successors: This contract binds Purchaser, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property.
22. Assignment: Purchaser may assign this Agreement and Purchaser's rights under it to an affiliate entity for which Purchaser has control.
23. Broker: Purchaser and Seller acknowledge that no Broker is involved in this transaction and no broker commission(s) shall be paid.
24. Complete Agreement: This agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto, and no oral representation or statements shall be considered as a part hereof.

25. Arbitration. The parties agree to arbitration as follows:

A. All disputes, controversies, or claims arising out of, in connection with, or relating to this Purchase Agreement or any breach or alleged breach of the Purchase Agreement, and any claim that Seller violated any state or federal statute (including discrimination/civil rights claims) or Michigan common law doctrine or committed any tort regarding Purchaser in relation to this Purchase Agreement shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan under the applicable rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

B. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Purchase Agreement and with the American Arbitration Association.

C. Notwithstanding any contrary provision of any statute of limitation, any claim by Purchaser against Seller, including: tort claims, breach of contract (express or implied), fraud, or breach of warranty (express or implied), violations of any federal, state, or other governmental law, statute, regulation, or ordinance, or claims based on any other legal or equitable theory, must be brought (by demanding arbitration on any such claim) no later than 1 year from the closing date of the sale contemplated by this Purchase Agreement.

D. The parties may elect to be represented by an attorney or other representative of their choice.

E. Each party shall have the right to prehearing discovery in the time and manner provided by the then-applicable Michigan Court Rules.

F. Each party shall have the right to subpoena witnesses and documents for the arbitration hearing.

G. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born ½ by Seller and ½ by Purchaser. Each party shall pay for and bear the costs of its own experts, evidence, and counsel fees.

H. The arbitration shall be before one arbitrator, who is licensed to practice law in the State of Michigan, selected by Seller and Purchaser, as they agree, but if they cannot agree on an arbitrator, then the arbitrator shall be selected by a court of competent jurisdiction with the requirement that the arbitrator is a retired judge from outside of Genesee County.

The arbitration shall take place in the State of Michigan in the County in which this contract was signed.

I. Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction. After the entry of an arbitral award, the losing party shall have 28 days after it receives notice of the award to fully comply with the award; a judgment may not be entered to enforce the award until the losing party has had an opportunity to comply with the arbitral award according to this provision.

[Signatures appear on the following page]

[Signature Page to Purchase and Sale Agreement]

Dated 4-20-2020

Glenn A Wilson  
Communities First, Inc., or Entity to be formed by  
Communities First, Inc., Purchaser  
By: Glenn A. Wilson  
Title: President & CEO

Sellers's Acceptance

Seller accepts the above proposal and agrees to sell and convey to the above-named Purchaser the premises herein described at the time and subject to the above terms.

Dated 4/20/20

Ajay K Sharma  
NINE8 CAPITAL, LLC  
By: Ajay K. Sharma  
Its: Co-Member

ORDINANCE NO. \_\_\_\_\_

**An Ordinance to amend the Flint City Code of Ordinances Chapter 12, Business and Occupations Generally; Article XVI, Medical Marihuana Facilities, by the addition of Section 12-96.**

**IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:**

**Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 12, Business and Occupations Generally; amending Article XVI, Section 12-96, Sixty Day Emergency Opt In to Related Recreational Marihuana Facilities, Elimination of License Cap, to Extend that Section by an Sixty Days, which shall read in its entirety as follows:**

**§12-96. FIFTH ~~Fourth~~ and Supplemental Extension of Sixty Day Emergency Opt In To Related Recreational Marihuana Facilities; Elimination Of License Cap.**

(a) *Emergency.* The State Of Michigan Department Of Licensing And Regulatory Affairs announced its intention to accept applications for recreational marihuana licenses, of all types on November 1, 2019, which effectively created a November 1 deadline for the city to have an ordinance regulating or prohibiting recreational marihuana licenses in place.

As outlined in the Michigan Regulation and Taxation Of Marihuana Act ( “the MRTMA” ), being Initiated Law 1 of 2018, MCL 333.27951 et seq, and its corresponding administrative rules, the state shall grant any marihuana license application that meets the state criteria. Pursuant to the MRTMA Sec. 6(3)(c), such applicants are only limited to non-residential areas and 1000 feet from an existing K-12 school. The City will have no additional opportunity to review such a license application, in the absence of a City Ordinance, pursuant to the MRTMA Sec. 9(3) unless it has a

prohibiting or limiting ordinance in effect at the time such an application is received.

As demonstrated on the attached map, the absence of such an ordinance would affect the welfare and property rights of the citizens of the city of flint, as marihuana establishments could arise in areas directly adjacent to residences, preschools, parks, and places of worship. Pursuant to the City Code, Sec. 50-183, the City has determined that marihuana establishments are incompatible in such proximity to these properties; and the absence of this ordinance would directly affect City residents. This result, contrary to current City Code and combined with the immediate necessity of such an ordinance in effect by November 1, 2019, constitutes an emergency for the purposes of City Charter Sec. 3-307.

City Staff have undergone significant efforts presenting a draft ordinance for these new facilities to the Planning Commission which formally recommended that marihuana microbusinesses be treated similarly to liquor store or medical marihuana provisioning centers added social equity exemptions for residential license applicants, and blight elimination and park beautification plans as a part of the marijuana licensing process, as well as a resident-initiated hearing process for dealing with nuisances. Additional time is required to complete the legislative process for the city council’s second reading and public hearing of that ordinance.

Further, in light of the State of Emergency declared in the City of Flint by Mayor Neeley and by Governor Whitmer for the State of Michigan due to the COVID-19 virus, pursuant to Governor Whitmer’s Executive Order ~~2020-24~~ **2020-115**, entitled ~~Stay Home, Stay Safe~~ **TEMPORARY RESTRICTIONS ON CERTAIN EVENTS, GATHERINGS, AND BUSINESSES**, the capacity for the City of Flint to hold a meeting and extend the current emergency ordinance, or to adopt the ordinance on a permanent basis prior to the expiration of this emergency ordinance, remains questionable. In order to maintain the

above-referenced standards during this duration, the City Council hereby opted to extend this emergency ordinance for a ~~fourth~~ **FIFTH** time as the City and the community navigate the COVID-19 emergency.

(b) *Licensure Of Related Recreational Marihuana Licenses By The Standards Set Forth In The Medical Marihuana Opt-In Ordinance.* Marihuana establishments, as authorized by and defined in the MRTMA, shall be subject to the criteria, zoning restrictions and license requirements already set forth in the City's current Medical Marihuana Opt-In Ordinance, Sec. 50-183, to the extent those establishments are defined as a related license type as set forth in the MRTMA administrative rules.

Specifically:

- (1) marihuana growers shall be subject to the criteria, zoning restrictions and license requirements applicable to medical marihuana growers;
- (2) marihuana safety compliance facilities shall be subject to the criteria, zoning restrictions and license requirements applicable to medical marihuana safety compliance facilities;
- (3) marihuana processors, shall be subject to the criteria, zoning restrictions and license requirements applicable to medical marihuana processors;
- (4) marihuana retailers, shall be subject to the criteria, zoning restrictions and license requirements applicable to medical marihuana provisioning centers; and
- (5) marihuana secure transporters shall be subject to the criteria, zoning restrictions and license requirements applicable to medical marihuana secure transporters.

(c) *Applications For Related Recreational Marihuana Licenses.* Applications for the above-listed licenses shall be taken and evaluated in the same matter, and subject to the same criteria, as

outlined above and as set forth in the Medical Marihuana Opt-In Ordinance, Sec. 50-183, except as set forth in (d) below.

(d) *Elimination of license caps.* The license caps, as identified in Sec. 50-183 but not otherwise inherently related to zoning, are hereby eliminated for medical marihuana establishments, and similarly shall not apply to related recreational marihuana establishments.

In recognition of the efforts and commitments made by the medical marihuana facility applicants throughout the rubric scoring process, the City shall exhaust the list of provisioning center applications, in the order set forth in result of said scoring, by hearings of all such applications by the City's Planning Commission, prior to new retail or provisioning center applications being heard by the commission.

Sec. 2. This ordinance shall remain in effect, by the enactment of this extension pursuant to City Charter 3-307(e), immediately upon adoption, and pursuant to that same provision shall expire after a period of sixty (60) days, or upon passage and the effective date of the city's permanent amendments to its marijuana ordinance, city code sec. 50-183, whichever is sooner.

Adopted this \_\_\_\_\_ day of  
\_\_\_\_\_ 2020, A.D.

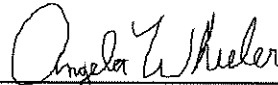
---

**Sheldon A. Neeley, Mayor**

---

**Inez M. Brown, City Clerk**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Angela Wheeler, Chief Legal Officer**

S:\Kelly\00 - Marihuana Ordinances FIFTH AND SUPPLEMENTAL EXTENSION OF Chapter 12, Business and Occupations\_ Article XVI, Emergency Sixty Day Opt In to Related Recreational Marihuana Facilities, Intention for Full Approval §12-96.docx

200304

ORDINANCE NO. \_\_\_\_\_

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing; Section 24-4, Adoption - Comprehensive Rental Inspection Code.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. That Section 24-4 of the Code of the City of Flint shall be amended as follows.

**ARTICLE I. 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE**

**§ 24-4 ADOPTION COMPREHENSIVE RENTAL INSPECTION CODE.**

~~Pursuant to the provisions of MCLA §117.3(k), the 2012 International Property Maintenance Code and any future additions and amendments as published by the International Code Council, Inc., together with City of Flint's Administrative Amendments to the Property Maintenance Code, and the Comprehensive Rental Inspection Code, as are adopted by the City Council from time to time and filed in the office of the City Clerk are hereby adopted, as amended, by reference AND ATTACHED HERETO.~~

The Flint City Council finds that adoption of a comprehensive scheme of rental property inspection in the City of Flint is necessary in order to ensure the health, safety, and welfare of the residents of the City. The Flint City Council also adopts by reference the 2015 International Property Maintenance Code and any future additions or amendments as published by the International Code Council, together with the City of Flint's Administrative Amendments to the Property Maintenance Code, except that in case of any conflict this Comprehensive Rental Inspection Code shall control.

**§ 24-4.1 DEFINITIONS**

(a) Certificate of Compliance: A written document issued by the Enforcing Agency that denotes that a registered rental dwelling/unit is

fully or partially in conformity with this Comprehensive Rental Inspection Code.

(b) Enforcing Agency: The Department of Planning and Development of the City of Flint and/or their assigned designee(s).

(c) Owner: Any person or entity holding a legal or equitable interest in real property and entitled to collect payment from a tenant in return for the tenant's occupancy of that real property.

(d) Rental Dwelling: Any structure containing one or more rental units occupied by a tenant or tenants for any period of time in exchange for monetary remuneration or other benefit.

(e) Rental Unit: A unit within a rental dwelling intended for occupancy by a person other than the owner, a parent of the owner, or a child of the owner, but including hotel/motel units and rooming units.

(f) Tenant: A person residing in a rental dwelling other than the owner, the owner's spouse, the parent of the owner, or a child of the owner,

(g) Violation Notice: A written notification issued by the Enforcing Agency that documents and communicates to the owner or their registered agent violations of this Comprehensive Rental Inspection Code during an inspection conducted at a rental dwelling/unit, for which corrective action is required.

**§ 24-4.2 REGISTRATION**

The Enforcing Agency shall create and maintain a rental dwellings registry and an owner/agent registry as further described in this section.

**§ 24-4.2.1 Owner/Agent Registry.**

(a) Every owner of a rental dwelling shall register with the Enforcing Agency and provide, at minimum, the following information in a form acceptable to the Enforcing Agency:

- 1. The owner's name and contact information;



2. The address at which the owner can be served with process, if the need should arise;

3. A copy of the owner's and, if applicable, resident agent's driver's license or government-issued identification card; and

4. Any additional information needed to prove of ownership, including, but not limited to, a recorded deed, a recorded land contract and, if applicable, trustee information.

(c) If the owner is not a natural person, or if the owner is not a resident of the State of Michigan, the owner shall designate an agent authorized to accept service of process.

(d) Process shall be sufficient if sent by first class mail to the owner/agent's last address of record.

(e) Failure to comply with this section shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

#### **§ 24-4.2.2 Rental Dwellings Registry.**

(a) All owners shall register their rental dwelling(s) with the Enforcing Agency, and must update the Enforcing Agency within thirty (30) days of any change in the registered information.

(b) Owners shall provide the following information, in a form acceptable to the Enforcing Agency:

1. The address and permanent parcel number of the rental dwelling;

2. The number, type, and mailing address of all rental units in the dwelling;

3. The name, street address, and driver's license or government-issued identification card number of all owner(s) and other information as needed to prove ownership.

(c) Within thirty (30) days of a change in ownership of a rental dwelling, the new owner(s) shall re-register the dwelling.

(d) Failure to comply with this section shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

#### **§ 24-4.2.3 Exception to Registrations.**

In the event that a property in the City is sold and the seller(s) continue to occupy the premises for a period of not more than sixty (60) days, the purchaser(s) shall not be required to register the property and/or obtain a rental license.

#### **§ 24-4.3 INSPECTIONS AND CERTIFICATION**

The Enforcing Agency shall inspect rental dwellings and issue Certificates of Compliance as further described in this section.

##### **§ 24-4.3.1 Certification of Compliance Required, Application, Fee**

(a) The owner of any rental dwelling shall obtain a Certificate of Compliance prior to allowing any unit to be occupied by a tenant. Occupying or allowing occupancy without the required Certificate shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

(b) A Certificate of Compliance shall be issued only after an inspection by the Enforcing Agency.

(c) Any inspection fees shall be paid when the owner submits an application to the Enforcing Agency for registration and application, in accordance with the Master Fee Schedule.

(d) Issuing Certificate of Full Compliance

1. A Certificate of Full Compliance shall be issued if the Enforcing Agency determines that there are no violations of this Comprehensive Rental Inspection Code and that the premises are fit for occupancy.

2. A Certificate of Full Compliance is issued only on the condition that the premises remain safe, healthful, and fit for occupancy.

(e) Issuing Certificate of Partial Compliance

1. If the Enforcing Agency determines that violations of this Comprehensive Rental Inspection Code exist, but that said violations do not constitute a hazard to the health or safety of those who may occupy the premises, the Enforcing Agency may, in its discretion, issue a Certificate of Partial Compliance.

2. The Enforcing Agency shall also order the owner to correct any violations within a specified time. Failure to correct violations within the time specified shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19

3. A Certificate of Partial Compliance shall be valid for sixty (60) days or for such length of time as determined by the Enforcing Agency to be reasonably necessary to correct the violation. The expiration date of a certificate of partial compliance may be extended at the discretion of the Enforcing Agency so long as that the violations do not constitute a hazard to the health or safety of those who may occupy the premises.

4. The Enforcing Agency shall re-inspect the rental dwelling after the owner has corrected any violations. If the Enforcing Agency determines that conditions continue to exist which violate the Comprehensive Rental Inspection Code, the Certificate of Partial Compliance shall be revoked and the rental unit shall be vacated within a time frame set by the Enforcing Agency, not to exceed thirty (30) days. For a multi-unit rental dwelling, the certificate of compliance for the entire building may be revoked if the Enforcing Agency determines that the conditions in any rental unit constitute a threat health and safety of all residents of that building.

5. If upon re-inspection the Enforcing Agency determines that no violations of this Comprehensive Rental Inspection Code continue to exist, a Certificate of Full Compliance shall be issued.

(f) Denial of Certificate of Compliance

1. If the Enforcing Agency determines that violations of this Comprehensive Rental Inspection Code would constitute a hazard to the health or safety of those who may occupy the premises and/or that the number and/or seriousness of the violations are too extensive to issue a Certificate of Partial Compliance, no Certificate of Compliance shall be issued.

2. If a Certificate of Compliance is denied, the Enforcing Agency shall notify the owner of all identified violations. Once the owner has corrected the identified violations, the owner must re-apply for a Certificate of Compliance and pay all applicable fees.

3. Denial of a Certificate of Compliance may be appealed to the Building Code Board of Appeals.

(g) If property in the City is sold and the seller(s) continue to occupy the premises for a period of not more than sixty (60) days, the purchaser(s) shall not be required to request an inspection and/or obtain a Certificate of Compliance.

(e) The issuance of any Certificate of Compliance does not grant a warranty, express or implied, as to the health, safety and welfare of life and property in conjunction with the property.

(f) Each Certificate of Compliance shall expire three years after issuance and may not be extended beyond its expiration date.

(g) Where ownership changes before a valid Certificate of Compliance has expired, the Certificate of Compliance may be transferred to the new owner without an additional inspection being required. A transferred certificate of compliance shall expire on the same date as the previous owner's certificate of compliance.

(h) No inspection for renewal of a Certificate of Compliance shall be conducted more than sixty (60) days prior to the expiration of the previous certificate of compliance.

### § 24-4.3.3 Inspection Procedures.

(a) General. The Enforcing Agency shall inspect all registered rental dwellings every three years. All fees are to be assessed in accordance with this Comprehensive Rental Inspection Code as reflected in the Master Fee Schedule.

(b) Method for Conducting Inspections: Inspections shall be conducted to ensure compliance with this Comprehensive Rental Inspection Code, and may be conducted on one or more of the following bases:

1. Tri-Annual Basis. All rental dwellings must be inspected by the Enforcing Agency at least once in every three year period.

2. Area Basis. Where all rental dwellings within a predetermined geographical area will be inspected simultaneously or within a specified period of time;

3. Complaint Basis. Where a rental property is reported to be in violation of this Comprehensive Rental Inspection Code;

4. Violation Basis. Where an enforcing agent, while conducting his or her duties, discovers a violation of this Comprehensive Rental Inspection Code; and/or

5. Recurrent Violation Basis. A rental property with a high incidence of recurrent or uncorrected violations justifies more frequent inspections to ensure compliance with this Comprehensive Rental Inspection Code.

(c) Access to Rental Units: To conduct an inspection, the Enforcing Agency will request permission from the owner and/or tenant to enter any rental dwelling/unit during regular business hours. If permission to enter is denied, the Enforcing Agency shall seek an administrative search warrant from the 67<sup>th</sup> District Court or another court of competent jurisdiction.

(d) Notice of Violations: If, upon inspection, the premises, or any part thereof, is found in violation of any provision of this Comprehensive Rental

Inspection Code, the Enforcing Agency shall notify the owner or registered agent in writing of the existence of the violation.

1. The notice shall state the date of inspection, the name of the inspector, the nature of the violation, and the time by which the violation must be corrected.

2. A copy of the notice shall also be sent to the occupant and/or posted on the rental property in a conspicuous place.

(e) The Enforcing Agency shall re-inspect the premises after the time specified to determine whether the violation(s) have been corrected. Failure to correct a violation by the time specified shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

(f) Inspection Fees: For Complaint, Violation, or Recurrent Violation inspections, inspection fees as set forth in the Master Fee Schedule will be due and payable by the owner only if one or more of the following conditions are satisfied:

1. When an inspection results in a violation notice being issued, and re-inspection after the expiration date of such notice or written time extension(s);

2. When a complaint inspection is made upon a property that is not current in registration requirements; and/or

3. When the property is occupied contrary to a violation notice that prohibits occupancy.

For Tri-Annual or Area inspections, inspection fees shall be due and payable by the owner as set forth in the Master Fee Schedule.

### § 24-4.3.4 Revocation of Certificate of Compliance, Reinstatement

(a) The Enforcing Agency shall revoke the Certificate of Compliance for a rental dwelling if an owner fails to correct a violation after having been notified of the violation pursuant to this

Comprehensive Rental Inspection Code.

(b) The Enforcing Agency shall issue a Notice of Revocation to the owner that shall state:

1. That a Certificate of Compliance for a rental unit or dwelling will be revoked as of a date specified, not to exceed thirty (30) days after issuance of the Notice;
2. The reason(s) for the revocation;
3. That occupying or allowing occupancy after revocation of a Certificate of Compliance is punishable as a civil infraction, pursuant to Flint City Ordinance §1-19.
4. That an owner may appeal the Notice of Revocation by filing an appeal with the Building Code Board of Appeals.

(c) The Enforcing Agency shall send a copy of a Notice of Revocation to each dwelling unit in a rental dwelling. The copy of the notice shall be addressed "Occupant" and shall be sent by regular mail. Failure of any tenant to receive the Notice of Revocation shall not invalidate any proceedings authorized by this Comprehensive Rental Inspection Code.

(d) An owner may appeal the revocation of his/her Certificate of Compliance to the Building Code Board of Appeals.

(e) An owner who corrects the violations warranting revocation may request that the Enforcing Agency reinstate a Certificate of Compliance. If, after an additional re-inspection, the Enforcing Agency determines that the rental dwelling has been brought into compliance with the standards of this Comprehensive Rental Inspection Code, the Certificate of Compliance shall be reinstated.

(f) All fees, as set forth in the Master Fee Schedule, must be paid by the owner prior to reinstatement. Reinstatement of the Certificate shall not extend or change the Certificate's expiration date.

**§ 24-4.7 Posting Requirement, Court-Ordered Compliance, Limitation on Remedies.**

- (1) The owner of a multi-unit rental dwelling must conspicuously post a copy of the Certificate of Compliance in a common area or on-site office.
- (2) In addition to the provisions of Flint City Ordinance §1-19, the Enforcing Agency may request that the Department of Law initiate an action in the 67<sup>th</sup> District Court or another court of competent jurisdiction to require that any person comply with any provision of this ordinance. Furthermore, violations of this Comprehensive Rental Inspection Code shall be deemed a nuisance.
- (3) The owner of a rental dwelling must acquire and maintain a valid Certificate of Compliance for a rental dwelling in order to be entitled to collect rents and/or evict tenants for non-payment of rent.

**§ 24-4.8 Authority to Promulgate Rules**

The Enforcing Agency shall have the authority to promulgate administrative rules reasonably necessary to implement this Comprehensive Rental Inspection Code.

**Sec. 2. This ordinance shall become effective immediately upon publication.**

Adopted this \_\_\_\_\_ day of

\_\_\_\_\_ A.D., 2020.

\_\_\_\_\_  
**Sheldon A. Neeley, Mayor**

\_\_\_\_\_  
**Inez M. Brown, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Angela Wheeler, Chief Legal Officer**