



Act 381 Work Plan

**Bellaire Lofts
6612 Bellaire Highway
Bellaire, Michigan**

**Prepared For:
Antrim County Brownfield Redevelopment Authority**

**Project No. 231374
May 22, 2024**

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List of Abbreviations/Acronyms

ACBRA Antrim County Brownfield Redevelopment Authority

AMI Area Median Income

BRA Brownfield Redevelopment Authority

Developer Bellaire Lofts, LLC/1983 Company

EGLE Michigan Department of Environment, Great Lakes, and Energy

ESA Environmental Site Assessment

HUD U.S. Department of Housing and Urban Development

LIHTC Low Income Housing Tax Credit

MEDC Michigan Economic Development Corporation

MSHDA Michigan State Housing Development Authority

PA Public Act

PRL Potential Rent Loss

PUD Planned Unit Development

REC Recognized Environmental Condition

THS Total Housing Subsidy

TIF Tax Increment Financing

TIR Tax Increment Revenues

1. Threshold Submission Requirements

i. Taxes Levied for School Operating Purposes

Does the brownfield plan include the use of taxes levied for school operating purposes? Yes

If so, is the work plan or combined brownfield plan requesting reimbursement for housing development activities? Yes

Is at least some portion of the housing to be developed subsidized or to be sold or rented to households at or below 120% of Area Median Income? Yes

This Act 381 Work Plan has been prepared for the Antrim County Brownfield Redevelopment Authority (ACBRA) to provide a means to capture state school operating and state education tax increment revenues for the reimbursement of Michigan State Housing Development Authority (MSHDA) eligible activities, consistent with a Brownfield Plan adopted for the Bellaire Lofts.

This plan helps to offset the cost gap associated with the development by reimbursing the Developer (Bellaire Lofts, LLC / 1983 Company) for eligible activities with the new tax increment generated by the project including pre-approved department specific activities, housing development activities including site preparation and the development of housing financing gap, Brownfield Plan and Work Plan preparation costs, and Brownfield Plan and Work Plan implementation costs.

The proposed project will facilitate the redevelopment of a 19-acre former gravel pit currently occupied by two small utility buildings. The Developer will construct 50 townhomes for rent to households at or below 120% of Antrim County's Area Median Income (AMI). Forty-eight of the 50 townhomes will be built with private, secure bedroom/full-bathroom suites for families or roommates. Roommates would share a kitchen and living room; families would have an ordinary two- or three-bedroom townhome with three full baths. The flexible building design includes a space that can be used either as a dining room or a third suite. Two first-floor, one-bedroom apartments will be constructed using universal design standards for people with physical disabilities. Modular construction will allow the townhomes to be constructed offsite during the winter and shipped to Bellaire in the spring, with occupancy planned for summer 2024.

The project will include a total of 144 suites and two universal design units. A MSHDA grant for this project requires at least 50% of the 144 suites to be rented to residents at or below 65% of Antrim County's AMI for at least 15 years. The remaining units will be leased to residents at 66-120% of Antrim County's AMI. Rents will range from \$825 for a single suite in a townhome to \$2,400 for a full two- to three-bedroom, three-bath townhome.

The property qualifies as "eligible property" under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended ("Act 381"), on the basis of meeting the definition of a "Housing Property" in Section 2(p)(ii), which allows for an expanded scope of eligible brownfield activities.

ii. Submitted by the Local BRA

Was the plan submitted by the local BRA or duly authorized municipal designee? Yes

The ACBRA is the submitter.

iii. Part of a Transformational Brownfield Plan

Is the work plan part of a transformational brownfield plan? No

iv. Items Submitted for the Brownfield Plan**a. Copy of the Brownfield Plan**

A copy of the Brownfield Plan is included in Appendix 1.

b. Current Ownership Information

Bellaire Lofts is currently owned by Bellaire Lofts, LLC, whose address is 452 Ada Drive SE, Ste 220, Ada, MI 49301. The contact representative is Isaac Oswalt, isaac@1983company.com. Bellaire Lofts, LLC became the owner of 6612 Bellaire Highway in 2023. Bellaire Lofts, LLC is expected to retain ownership.

There are currently no delinquent taxes, interest, or penalties due on the Eligible Property.

c. Historical and Current Use of Each Property**Historical Use**

The Subject Property contained a fruit orchard from at least 1938 through 1954. In 1938, approximately 400 trees were present, which decreased substantially to 50 trees by 1954. Since that time, the Subject Property remained wooded and undeveloped until the late 1990s, when Subject Building 1 was constructed. A gravel pit was present on the Subject Property in the 1990s. In 2004, Subject Building 2 was constructed and the majority of the Subject Property was cleared for future development, which appeared to be associated with residential housing or condominiums.

The Phase I Environmental Site Assessment (ESA) identified Sam Lewis as the previous property owner who attempted to develop the western portion of the Subject Property with multiple, single-family residential houses on several sub-divided lots. The redevelopment failed, and the property was foreclosed in 2008 and purchased by Jennifer M. Barnard, who retained ownership until the property was purchased by Bellaire Lofts, LLC.

Current Use

The Subject Property consists of one legal parcel occupying an approximately 19-acre former gravel pit currently occupied by two small utility buildings. Subject Building 1 (2,160 square feet) was constructed in 1996 with an addition in 2014, and Subject Building 2 (400 square feet) was constructed in 2004. The remaining portion of the property is currently vacant, consisting of undeveloped wooded land and a terraced hill/former gravel mine.

d. Existing and Proposed Future Zoning

The property was approved for a Planned Unit Development (PUD) by the Village of Bellaire Planning Commission on September 12, 2023. The PUD is the existing and proposed zoning for the Bellaire Lofts eligible property. The Village of Bellaire Planning Commission adopted Decision and Order is included in Appendix 9.

e. Summary of the Redevelopment and Future Use

The proposed project will facilitate redevelopment of the 19-acre former gravel pit into 50 townhomes for rent. Forty-eight of the 50 townhomes will be built with private, secure bedroom/full-bathroom suites for families or roommates. Roommates would share a kitchen and living room; families would have an ordinary two- or three-bedroom townhome with three full baths. The flexible building design includes a space that can be used either as a dining room or a third suite. The project will include a total of 144 suites. In addition, two first-floor, one-bedroom apartments will be designed for people with physical disabilities. Bellaire Lofts will be targeted toward individuals and families earning up to 120% of Antrim County's AMI. Fifty percent of the 144 suites will be reserved for residents making 65% or below of Antrim County's AMI; the balance will be for residents earning 66-120% of Antrim County's AMI. Rents will range from \$825 for a single suite in a townhome to \$2,400 for a full two- to three-bedroom, three-bath townhome. Modular construction will allow the townhomes to be

constructed offsite during the winter months and shipped to Bellaire in the spring, with occupancy planned for summer 2024.

Bellaire Lofts consists of 50 townhomes totaling approximately 43,609 square feet of residential space. The development also includes 64,609 square feet of pavement (street and parking); 13,514 square feet of sidewalks; and 687,177 square feet of landscaping, lawn, and pervious pavement.

The Subject Property is currently occupied by two small utility buildings. Subject Building 1 (2,160 square feet) was constructed in 1996 with an addition in 2014, and Subject Building 2 (400 square feet) was constructed in 2004. The buildings are vacant and will be reused as storage and a bike repair shop for the residents.

The total investment for the Bellaire Lofts redevelopment is estimated at \$17,000,000. The project is intended to start construction at the end of 2023 and be completed by summer 2024.

f. Work Plan for Each Eligible Activity

Only MSHDA approval of eligible activities is requested. Michigan Economic Development Corporation (MEDC) approval will not be necessary as the development is solely focused on residential housing targeted toward individuals and families earning up to 120% of Antrim County's AMI. Michigan Department of Environment, Great Lakes, and Energy (EGLE) approval is also not necessary as minimal EGLE activities are anticipated, and the EGLE Eligible Activities are preapproved under Act 381.

The Eligible Activities under this Work Plan are described below.

g. Development and Reimbursement Agreement

A copy of the Development and Reimbursement Agreement is presented in Appendix 2.

h. Proposed Income and Price Monitoring Responsibilities and Related Expenses

The duration of the commitment to provide the AMI-limited residential units will be 30 years, as authorized under the Bellaire Lofts Brownfield Plan and the Development and Reimbursement Agreement between the ACBRA and the Developer (Bellaire Lofts, LLC / 1983 Company) (refer to Appendix 2). Pursuant to the Development and Reimbursement Agreement:

- The Developer will use MSHDA's annual Income and Rent Limits report for Antrim County to establish rents at or below 120% of Antrim County's AMI for all units or suites and at or below 65% of Antrim County's AMI for 72 (50%) of suites.
- The Developer will annually verify renter incomes using MSHDA's Household Income Self-Certification Form or another method acceptable to MSHDA.
- The Developer will verify that units are occupied by renters that meet income requirements for their units.
- The Developer will report to the ACBRA annually by June 15 all information required for the State of Michigan brownfield reporting portal, including the number of income restricted units rented, the number of days those units were occupied, the number of income qualified renters, and the rent amounts for income restricted units.

Brownfield Plan and/or Work Plan Implementation for up to \$50,000 has been included in the Brownfield Plan and Act 381 Work Plan to cover the ACBRA's expenses related to income and price monitoring and reporting.

The management company's annual fee for management of Bellaire Lofts includes the cost for the income and rent monitoring and reporting as outlined in Appendix B of their agreement, presented in Appendix 11.

v. Eligible Activities

Are the eligible activities in the combined brownfield plan or work plan submitted by the BRA consistent with the eligible activities described in Section 13b(4)? Yes

a. Description of Costs to be Paid for with Tax Increment Revenues

This Act 381 Work Plan has been developed, consistent with the approved Bellaire Lofts Act 381 Brownfield Plan, to reimburse existing and anticipated costs to be incurred by Developer. Local and state tax increment revenues will be captured for reimbursement, following approval of this MSHDA Act 381 Work Plan. Eligible activities must benefit “income-qualified households,” defined in Act 381 Section 2(z) as “a person, a family, or unrelated persons living together, whose annual household income is not more than 120% of the area median income.”

The total cost of the eligible activities is anticipated to be \$9,985,533; this includes \$9,935,533 that will be reimbursed to the developer for eligible activities and \$50,000 for ACBRA implementation of the Brownfield Plan. The estimated cost of all eligible activities under this plan is summarized in Table 1. Authority administrative and implementation costs are anticipated to be up to \$290,109. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$0. The total amount of Tax Increment Revenue anticipated to be capture for the project and reimbursed to the developer and the ACBRA, inclusive of administrative fees, is \$10,275,642.

b. EGLE Eligible Activities

Site Assessment and Baseline Environmental Assessment Activities

Eligible costs for reimbursement include Pre-Approved Activities: a Phase I ESA (\$3,550) and Phase II ESA (\$8,750). Phase II ESA sampling did not show contamination, so a Baseline Environmental Assessment is not required. Pre-Approved Activities are statutorily eligible for reimbursement with both school and non-school tax increment revenues. The total for the pre-approved EGLE eligible activities is \$12,300. EGLE approval of these Eligible Activities is not required.

c. MEDC Eligible Activities

All Non-Environmental Eligible Activities are included in the MSHDA Housing Development Eligible Activities provided under Section 2(o)(ii) and described below in Section 2.iii. of this MSHDA Act 381 Work Plan. No Eligible Activities will be submitted to the Michigan Strategic Fund (MSF) for approval.

d. MSHDA Housing Development Eligible Activities

Site Preparation

Act 381 Section 2(x)(iii) permits reimbursement from tax increment revenues for “costs of . . . site preparation, to the extent necessary to accommodate an income-qualified . . . renting household.” Site preparation activities are anticipated in the subject project area to prepare the property for the development of income-qualified housing and include land balancing, grading, clearing and grubbing, and compaction, totaling \$160,000. Additional site preparation activities include a temporary facility (\$2,250), temporary site control (\$10,000), and associated soft costs (\$8,500). The total cost of site preparation activities is anticipated to be \$180,750.

Development of Housing Financing Gap

Act 381 Section 2(x)(iv) permits reimbursement from tax increment revenues “to fill a financing gap associated with the development of housing units priced for income-qualified households.” The Bellaire Lofts project includes 144 one-bedroom/full-bath suites marketed at a \$825 monthly unit rent (or \$2,400 for a full townhome) and two one-bedroom universal design units marketed at \$1,625 per month. While the monthly rents are

comparable to other local rents, the cost of new construction will not permit rents at these rates without a housing construction subsidy.

The formula provided by MSHDA for determining the housing gap results in a gap amount that far exceeds available tax increment financing (TIF) revenues; refer to Appendix 3 for the Potential Rent Loss (PRL) and Total Housing Subsidy (THS) calculation using the prescribed MSHDA format. The Developer instead proposes to capture the available tax increment for 30 years and will keep rents within MSHDA's allowable range for households at or below 120% of the AMI for the duration of the Brownfield Plan's developer reimbursement, including rents for residents at or below 65% of AMI for 15 years, consistent with the project's MSHDA grant. The total Housing Financing Gap over 30 years is \$9,714,483.

Based on the project's construction costs, maintenance, and management of the development:

- With the anticipated TIF reimbursement, rents could be as low as \$825 per person (except for the units configured for people with disabilities).
- Without TIF, which would also void a MSHDA grant for the project, rent would be \$1,225 or more per person. Housing North's Market Study for Antrim County and area incomes does not support this higher rent cost.

The proposed maximum TIF capture in the plan will subsidize the rent for each resident at a rate of about \$2,000 per year or \$172 per month per person. The anticipated MSHDA grant will further reduce the revenue shortfall, resulting in a rent reduction of \$400 per person. Rents at this level are wholly dependent on TIF revenues and other incentives leveraged by TIF revenues.

The project will have 144 suites and two one-bedroom units. Assuming one person per suite:

- \$400 per month subsidy x 146 people = \$58,400 per month difference in revenues vs. revenues without housing incentives
- \$700,800 difference per year in revenues vs. revenues without housing incentives
- \$21,024,000 difference in revenues over the 30 years in the Brownfield Plan vs. revenues without housing incentives

All project financing, both private lenders and the MSHDA grant, depends on 30 years of TIF to help make project financing payments. At a rent of \$825 per person, revenues are not enough to cover operating costs and construction loan payments. Without the TIF, either rents must be much higher than the local workforce can pay, or the project is not feasible.

Brownfield Plan/Work Plan Preparation and Implementation

The ACBRA's cost for review and processing of the Brownfield Plan was \$10,000. This cost was paid to the ACBRA by the developer and will be reimbursed to the developer. Preparation of the Brownfield Plan is estimated to cost \$8,000. The MSHDA Act 381 Work Plan is estimated to cost \$10,000. The total for Developer eligible costs is expected to be \$28,000.

Brownfield Plan and/or Work Plan Implementation (to be reimbursed to the ACBRA) is anticipated and is estimated to cost \$50,000.

Contingency

No contingency amount has been included in the plan.

e. Local-Only Eligible Activities

Authority Administration Cost

Eligible costs incurred by the ACBRA are included in this plan as an eligible expense at 5% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total up to \$290,109.

Summary of Eligible Activities

Activities	Developer Reimbursement	ACBRA Reimbursement
EGLE Department Specific Eligible Activities	\$12,300	
MSHDA Site Preparation Eligible Activities	\$180,750	
MSHDA Financing Gap Eligible Activities	\$9,714,483	
Brownfield Plan and Work Plan Preparation and Plan Implementation	\$28,000	\$50,000
ACBRA Administration (5% of Local Taxes)		\$290,109
Total	\$9,935,533	\$340,109

In the attached Table 3, the ACBRA’s administrative fee, \$290,109, is shown in the top section. The balance of tax increment revenues available for project costs is shown in the lower section of Table 3. The developer’s eligible activities of \$9,935,533 plus the ACBRA’s \$50,000 for implementation total \$9,985,533. Total reimbursement to both the developers and the ACBRA, including administrative fee and project eligible activities, is \$10,275,642.

2. Housing Work Plan Review Criteria

i. Development and Reimbursement Agreement Stipulates Price and Income Monitoring

Does the development agreement or reimbursement agreement between the municipality or BRA and an owner or developer of the eligible property stipulate price and income monitoring for residential units? Yes

The Development and Reimbursement Agreement between the ACBRA and Bellaire Lofts LLC is presented in Appendix 2.

ii. Activities are Sufficient to Complete Housing Development Activity

Are the individual activities included in the work plan or combined brownfield plan sufficient to complete the proposed eligible housing development activity? Yes

Rehabilitation and new construction projects must submit a copy of a purchase agreement and development cost budget.

Bellaire Lofts LLC now owns and will retain ownership of the property, so a purchase agreement is not applicable. A copy of the property deed showing Bellaire Lofts LLC’s ownership is attached (Appendix 8).

A development cost budget is attached (Appendix 6).

The MSHDA Eligible Activities proposed under this Act 381 Work Plan have been evaluated thoroughly to develop accurate scopes of work, costs, and plans for implementation. Section 2.iii. provides a detailed work scope for each of the MSHDA Eligible Activities. Implementation will be governed by the Development and Reimbursement Agreement. The following is a brief explanation of sufficiency for each eligible activity:

- **Site Preparation:** Site preparation activities will address site conditions including land balancing, grading, clearing and grubbing, compaction, temporary facility, temporary site control, and soft costs. The site

preparation activities will meet the needs for site development and are sufficient to complete this eligible activity.

- **Housing Financing Gap:** The cost of developing and operating housing for households at or below 120% AMI is greater than rental revenue. The inclusion of the Housing Financing Gap with documentation and monitoring of income and rental rates is sufficient to complete this eligible activity.
- **Brownfield Plan/Work Plan Preparation and Implementation:** The cost for preparation of the Brownfield Plan, ACBRA's review, preparation of this Work Plan, and Brownfield Plan and/or Work Plan Implementation is included and is sufficient to complete this eligible activity.

iii. **Activities are Necessary to Complete Housing Development Activity**

Is each individual activity included in the work plan or combined brownfield plan required to complete the eligible housing development activity? Yes

In order for individual activities to be deemed to be required to complete the eligible housing development activity, they must be limited to those items detailed in the Development Cost Budget. All other activities will be deemed not required to complete the eligible housing development activity.

These plans and estimates are derived from previous experience by the developers, architects and engineers, legal advisors, and environmental consultants, such that the individual activities described in this plan are deemed required to complete the eligible activities. The following is a brief explanation of the need for each Eligible Activity:

- **Site Preparation:** grading, land balance, clearing and grubbing, and compaction are necessary to prepare the site for building and parking construction. Temporary facilities and site control are required to meet health and safety requirements.
- **Housing Financing Gap:** The cost of developing and operating housing is greater than rental revenue for households at or below 120% AMI. The inclusion of the Housing Financing Gap as an Eligible Activity for reimbursement is a critical element to the project financing. The project's \$1.9 million MSHDA grant is contingent on the award of TIF for the Housing Financing Gap. Both incentives are essential to rents at an affordable level for Antrim County's workforce. Without both incentives, rent revenues will need to be about \$400 per bedroom higher, an amount that is not feasible for many of Bellaire's year-round residents.
- **Brownfield Plan/Work Plan Preparation and Implementation:** The cost for preparation of the Brownfield Plan, ACBRA's review, preparation of the Work Plan, and Brownfield Plan and/or Work Plan Implementation are critical and statutorily required elements of project financing.

iv. **Cost for Eligible Housing Development Activity is Reasonable**

Is the cost for the eligible housing development activity reasonable? Yes

According to the PRL gap cap and the THS calculation (Appendix 3), the total PRL gap cap is \$38,311,200. The total tax increment revenues (TIR) available to the project over 30 years, as approved in the Bellaire Lofts Brownfield Plan, is \$9,985,533. The total PRL gap cap allowed by MSHDA, and total gap needed to develop affordable housing versus market rate housing, is significantly larger than the approved TIR. The approved TIR was determined to be reasonable by the ACBRA, Forest Home Township, the Village of Bellaire, and Antrim County.

v. **Public Benefit**

Is there an overall benefit to the public? Yes

The Bellaire Lofts project satisfies a housing need for the areas as determined by a current housing market study.

This project serves an important public purpose in Antrim County, Forest Home Township, and the Village of Bellaire. It will result in significant capital investment into the community and, most importantly, create middle-income housing in a community where quality year-round housing for the local workforce is scarce. The county's employment opportunities are growing, but they are impeded by housing availability. Filling some of that need will help Antrim County's employers fill jobs with qualified workers who can secure housing within easy commuting distance of their workplaces.

Housing North, the designated regional partner for northwest Lower Michigan, commissioned Bowen National Research to create a 10-county regional 2023 Housing Needs Assessment, which includes Antrim County. The Antrim County Housing Needs Assessment showed an overall housing gap of 1,771 units, with a gap of 321 rental units. The low-income and workforce (less than or equal to 120% of AMI) housing gap is particularly acute, with a gap of 294 rental units (91.6% of the total rental housing gap). Currently, about 13% of Antrim County's households live in rented homes. The cost and supply of year-round rental housing are Antrim County's primary housing issues.

- According to a 2023 study by Housing North, more than 36% of renters are housing cost-burdened (i.e., their rent exceeds 30% of their income). More than 14% of renters are severely cost-burdened and pay more than 50% of their income for housing. A summary of Housing North's Housing Needs Assessment is presented in Appendix 4.
- Antrim County has the highest percentage of vacant housing units in Housing North's 10-county region. The long-term rental vacancy rate in Antrim County is currently 0% according to Housing North—however, 42.8% of housing units are vacant, representing seasonal occupancy, short-term rentals, and abandoned housing units.
- Antrim County's housing stock is aging, especially rental homes. Forty-two percent of Antrim County's rental units were built prior to 1970.

MSHDA's Northwest Housing Partnership D includes Antrim County (Appendix 5). While MSHDA's Partnership D Data Document does not address Bellaire's housing needs specifically, Bellaire is typical of the second market group, the areas surrounding Traverse City. MSHDA states that in Housing Partnership D, "market vacancies declined sharply over the last five years, and rents have shot up as a result." The Partnership D Data Document indicates a 0% vacancy rate for renters in its region. MSHDA's gap numbers differ from Housing North's, and since Housing North's are specific to Antrim County, their housing-units-needed data has been used in the table below instead of MSHDA's.

Rental Housing Units Needed by Area Median Household Income Level

50% AMI or below	51–80% AMI	81–120% AMI	121% or more AMI	Total number of units needed
114	114	66	27	321 (294 for AMI at or below 120%)

Housing North Housing Needs Assessment, 2023

vi. Reuse of Vacant Buildings

Is there reuse of vacant buildings and redevelopment of a blighted property? Yes

1. Is the vacant building being torn down or repurposed? Repurposed.
2. If the property is blighted, under what definition found in Section 2(c) is the property considered blighted? The property is not blighted. Not applicable.
3. If blighted, is the acquisition cost to promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit included in eligible activities? Not applicable.
Acquisition cost: Not applicable.

Explain as applicable:

1. **Proposed reuse of or demolition of vacant buildings:** The existing vacant buildings will be repurposed as storage and a bike repair shop for the future residents. The Subject Property consists of one legal parcel occupying an approximately 19-acre former gravel pit currently occupied by two small utility buildings. Subject Building 1 (2,160 square feet) was constructed in 1996 with an addition in 2014, and Subject Building 2 (400 square feet) was constructed in 2004. The remaining portion of the property is currently vacant, consisting of undeveloped wooded land and a terraced hill/former gravel mine.
2. **Method used to determine that the property is blighted:** Not applicable. The property and buildings are not blighted.
3. **Is acquisition cost of blighted or obsolete property included as an eligible activity?** Not applicable.
4. **Is the property properly zoned or must it be rezoned?** The property was approved for a Planned Unit Development (PUD) by the Village of Bellaire Planning Commission on September 12, 2023.

vii. Job Creation

Are new jobs being created? No

The project includes only housing for households at or below 120% of AMI. However, creating housing for Bellaire's and Antrim County's workforce will allow local employers to fill jobs that have remained vacant due to our housing shortage.

viii. Unemployment

Is the eligible housing development in an area of high unemployment? No

The most recent reported unemployment rate for Antrim County (October 2023) is 4.4%, comparable to the State of Michigan's statewide rate of 4.2% at that same time, according to the Michigan DTMB Bureau of Labor Market Information and Strategic Initiatives, Local Area Unemployment Statistics (LAUS).

ix. Contamination Addressed by the Eligible Activities

A proposed housing development work plan must include an environmental review that meets MSHDA's Environmental Review Requirements found on MSHDA's website.

If the environmental review discloses that the proposed housing development site has environmental contamination, did EGLE provide clearance for residential development?

Environmental assessment activities were completed at the property. A Phase I ESA was completed in June of 2023. According to the Phase I ESA by AKT Peerless, one Recognized Environmental Condition (REC) was identified due to the historical operations of a fruit orchard from 1938 until approximately 1954. Lead arsenate pesticides, which are persistent within soils, were commonly applied to such orchards during this period.

Based on the identification of a REC, a Phase II ESA was recommended to determine if the REC resulted in an environmental impact on the Subject Property. The Phase II ESA did not identify contamination, so no further investigation was warranted. Conversations with MSHDA to address remaining environmental review requirements are ongoing.

x. Private Sector Contribution

The Bellaire Lofts project represents \$17,000,000 of investment. A MSHDA Housing and Community Development Fund (HCDF) grant constitutes \$1.9 million of that total. The balance is the developer's private contribution, a portion of which will come from bank financing.

The Bellaire Lofts, LLC / 1983 Company's financial capacity to undertake the project is included as Appendix 7. The HCDF Award Letter is included as Appendix 10.

xi. Relocation

Is the projected occupant of the new development moving from another location in this state? Unknown

The Antrim County Housing Needs Assessment showed an overall housing gap of 1,771 units, with a gap of 321 rental units. Low-income and workforce (less than or equal to 120% of AMI) housing gap is particularly acute, with a gap of 294 rental units (91.6% of the total rental housing gap). Currently, about 13% of Antrim County's households live in rented homes, and the long-term rental vacancy rate in Antrim County is 0%. New residents may live outside Bellaire or outside the county and relocate to be closer to their jobs. Others may be in temporary housing, such as short-term rentals or campgrounds, or in overcrowded homes.

Will the move create a brownfield? Unlikely but unknown

The Bellaire Lofts new development is anticipated to address the need for additional workforce housing in Antrim County. Relocation of residents to the project is not anticipated to create a brownfield.

xii. Developer Financial Soundness

Is the developer, landowner, or corporate entity that is included in the work plan or combined brownfield plan financially and economically unsound as determined by a review of the following requirements? No

1. **Is in default or material non-compliance with the LIHTC or any other MSHDA program.**
The Developer, The 1983 Company, and property owner, Bellaire Lofts LLC, are not in default or material non-compliance with the LIHTC or any other MSHDA Program.
2. **Has outstanding flags in HUD's 2530 National Participation system.**
The Developer has no outstanding flags in HUD's 2530 National Participation system.
3. **Has been debarred or suspended from any MSHDA, HUD, or Rural Housing programs.**
The Developer has not been debarred or suspended from any MSHDA, HUD, or Rural Housing program.
4. **Has outstanding tax liens.**
The Developer has no outstanding tax liens.
5. **Does not have liquid assets at least equal to 3% of the proposed project housing development eligible activity costs.**
The Developer has liquid assets at least equal to 3% of the proposed project housing development eligible activity costs.

xiii. Other State and Local Incentives

Are there other state and local incentives or subsidies available to the developer, landowner, or corporate entity for the housing development project that is included in the work plan or combined brownfield plan? Yes

1. **What are the sources, uses, and amounts of the other state and local incentives or subsidies provided?**
MSHDA Grant: \$1,900,000
2. **Are the other state and local incentives or subsidies firm commitments or contingent on some event?**
MSHDA Grant: Contingent on approval of Brownfield TIF.
3. **Do the other state and local incentives or subsidies permit the housing development to serve lower-income households, seniors, the homeless, persons with disabilities, or other at-risk populations as may be deemed locally necessary based on housing reports or market studies?**
Yes, the MSHDA grant award is expected to require income certification of at least 50% of the units at or below 65% AMI for a period of at least 15 years. The remaining units will be income certified at or below 120% AMI for the duration of the tax capture period under the brownfield development agreement.

xiv. Alignment with Statewide Housing Plan

Does the proposed housing development align with the statewide housing plan? Yes

The Statewide Housing Plan, released in 2022, shares a vision that “Michigan’s successful housing ecosystem provides safe, healthy, affordable, accessible, and attainable housing for all in a community of their choice.” The Statewide Housing Plan includes a series of Priorities, Goals, and Strategies for eight priority areas including equity and racial justice, housing ecosystem, preventing and ending homelessness, increasing the housing stock, older adult housing, rental housing, homeownership, and communication and education.

The Bellaire Lofts project aligns with the Vision, helps meet the Targets, and directly addresses the following Priorities:

- **Housing Stock:** Increasing the supply of affordable, accessible, attainable, and workforce housing. The Bellaire Lofts project will redevelop a vacant, underutilized 19-acre property into 50 townhomes, approximately 43,609 square feet of residential space, including two one-bedroom universal design units and 48 three-bedroom units, a total of 144 living spaces. All units are targeted for households of 120% AMI or less for the duration of Brownfield capture, 30 years. It is estimated that 72 one-bedroom suites will be for households of 55–65% AMI, two ADA one-bedroom units will be for households of 100–120% of AMI, and 70 suites will be for households of 66–120% of AMI.
- **Rental Housing:** Reducing the number of people experiencing rent burden and increasing the quality of rental housing. The project will be all income-qualified rental units, an important need and market in the area.

xv. Capacity for Price and Income Monitoring

Under the terms of the Development and Reimbursement Agreement and as described above, the Developer or a qualified rental management company retained by the Developer will verify tenant incomes with MSHDA’s Household Income Self-Certification Form and will consult annual MSHDA Income and Rent Limits for Antrim County to ensure that rents are maintained at rates suitable for tenants at or below 65% of AMI for 72 suites and below 120% of AMI for 72 suites. The Developer or its qualified management company will provide annual verification to the ACBRA. The Developer does not have previous experience monitoring income-restricted housing units. If MSHDA training is available, Bellaire Lofts management and staff would take advantage of such training to ensure compliance with MSHDA monitoring process and procedures.

The ACBRA may opt to use its Brownfield Plan/Work Plan implementation budget from the project’s TIR to contract with an agency to monitor and verify price and income reported by the Developer.

What is the duration of the price and income monitoring?

As rental properties, Bellaire Lofts rents and income monitoring will be in effect for the full 30 years of the Brownfield Plan.

xvi. Alignment with Local Workforce Housing Needs

Does the proposed housing development project support housing at price points that align with the local workforce based on localized area income and community data provided? Yes

The following are the current AMI estimates for Antrim County.

2024 MSHDA Income and Rent Limits

Rent By Bedroom (AMI)	1-Bedroom	3-Bedroom
55%	\$890	\$1,234
60%	\$971	\$1,346
70%	\$1,133	\$1,570
80%	\$1,295	\$1,795
100%	\$1,618	\$2,243
120%	\$1,942	\$2,692

Bellaire Lofts consists of 50 townhomes, including two one-bedroom ADA-compliant apartments and 48 three-bedroom/full-bath suite style townhomes. The total development includes up to 146 bedrooms: 144 bedroom/full-bath suites at \$825/month per suite and two one-bedroom ADA apartments with rents of \$1,625. An estimated 72 one-bedroom suites with shared kitchens with project rents of \$825 per suite will be rented to individuals, with a lease for each bedroom suite. An estimated eight townhomes (24 one-bedroom suites) with project rents of \$2,400 per townhome will be rented to households under one lease. Based on the project rents and the AMI calculation above, the rents will be targeted toward the following AMIs:

Bellaire Lofts Project Rents and AMI

Unit Description	Estimated No. of Units	Project Rent	Area Median Income (AMI)
One-bedroom suite	72	\$825	55–60%
One-bedroom ADA apartment	2	\$1,625	100–120%
Three-bedroom townhome	24	\$2,400	100–120%

Rents will remain consistent with annual income and rent limits for 30 years, the term of the approved Bellaire Lofts Brownfield Plan.

Local employers have stated in conversations with the Developer both the need for housing for their workers at 60–120% of AMI and that rents are feasible for their workers. Housing North's 2023 Housing Needs Assessment for Antrim County (refer to Appendix 4) verifies the need for housing in these categories and price ranges.

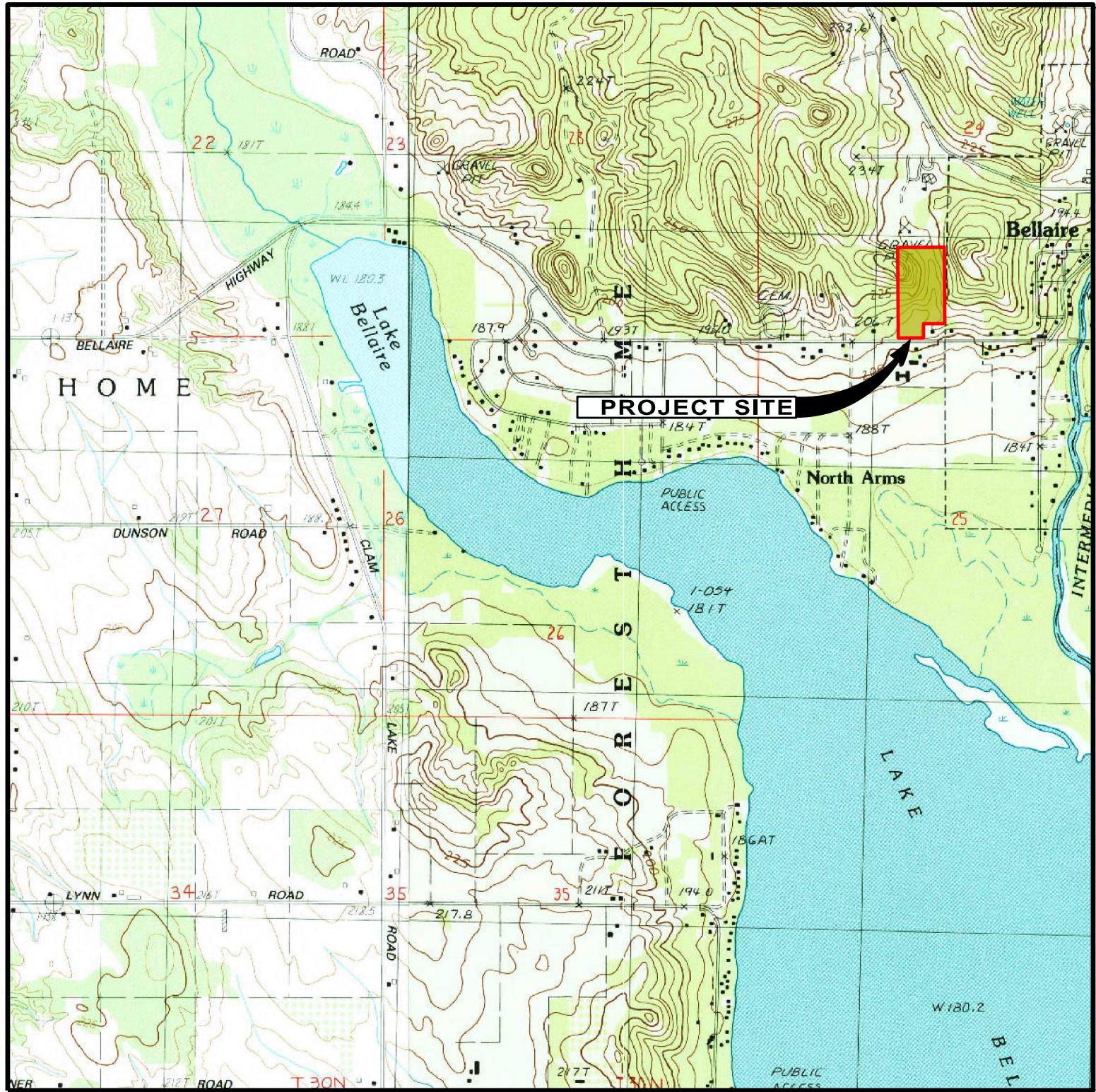
xvii. Deed Restriction for Term of Tax Capture

Is the proposed housing development to be income-restricted for a period not less than the period of tax capture by providing deed restrictions to ensure the development meets long-term local housing needs? Pursuant to the Development and Reimbursement Agreement, the developer is obligated to keep rents at 120% or below for the duration of the TIF. The ACBRA determined that a deed restriction was not required.

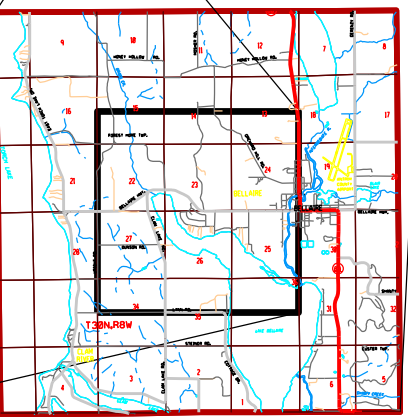
If yes, do the terms of the draft deed restrictions match the proposed AMI levels to be served at the proposed housing development? Not applicable.

Figures

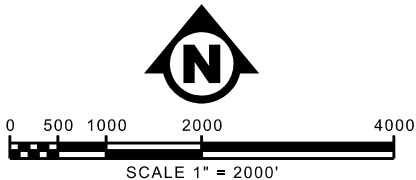
Act 381 Work Plan



SOURCE: BELLAIRE, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 30 N. R. 8 W.
 VILLAGE OF BELLAIRE
 ANTRIM, MICHIGAN

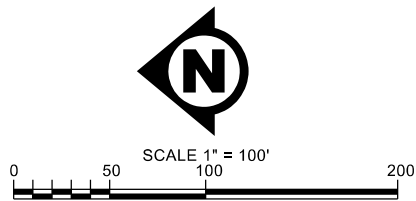


BELLAIRE LOFTS
 6612 BELLAIRE HWY
 BELLAIRE, MI 49615
LOCATION MAP

PROJECT NO.
 231374
 FIGURE NO.
1



NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP
ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND
SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.



fishbeck

BELLAIRE LOFTS
6612 BELLAIRE HWY
BELLAIRE, MI 49615
SITE PLAN

PROJECT NO.
231374

FIGURE NO.

2



TYPICAL VIEW OF SUBJECT PROPERTY – NEAR NORTHERN BOUNDARY FACING SOUTH



VIEW OF WESTERN ACCESS ROAD (ENTRANCE) FACING NORTH



POTABLE WELL NEAR SOUTHWEST CORNER OF SUBJECT PROPERTY – FACING WEST



SUBJECT BUILDING (COMMERCIAL) NEAR SOUTHEAST CORNER OF SUBJECT PROPERTY



SUBJECT BUILDING INTERIOR – TYPICAL OFFICE SPACE



SUBJECT BUILDING INTERIOR – CENTRAL SHOP AREA



SUBJECT BUILDING INTERIOR - EASTERN SHOP AREA



SUBJECT BUILDING INTERIOR - EASTERN SHOP AREA



SUBJECT BUILDING INTERIOR – PETROLEUM STORAGE IN EASTERN SHOP AREA



EMPTY 55-GALLON DRUMS (OIL AND ANTIFREEZE) OUTSIDE SUBJECT BUILDING



TYPICAL VIEW OF MATERIAL AND EQUIPMENT STORAGE YARD – FACING NORTHWEST



TYPICAL VIEW OF MATERIAL AND EQUIPMENT STORAGE YARD – FACING SOUTHEAST



TYPICAL EXTERIOR VIEWS OF SUBJECT BUILDING 2



TYPICAL INTERIOR VIEW OF SUBJECT BUILDING 2



TYPICAL VIEW OF MATERIAL AND EQUIPMENT STORAGE YARD – CRUSHED CONCRETE PROTUDING FROM GROUND SURFACE



NORTHWESTERN ADJOINING PROPERTY – UNDEVELOPED LAND



NORTHERN ADJOINING PROPERTY – BELLAIRE PUBLIC SCHOOLS



EASTERN ADJOINING PROPERTY



TYPICAL VIEW OF SOUTHERN ADJOINING PROPERTIES – STORAGE RESIDENTIAL



TYPICAL VIEW OF SOUTHERN ADJOINING PROPERTIES – UNDEVELOPED LAND



WESTERN ADJOINING PROPERTY – RESIDENTIAL AND UNDEVELOPED LAND

FIGURE 4 REDEVELOPMENT PROJECT RENDERINGS

The 1983 Company will construct 50 townhomes in the Village of Bellaire, Antrim County, with maximum flexibility for use by families, or with privacy for roommates. Two ground floor only units will be designed and constructed according to universal design principles for residents with physical disabilities. All units will be restricted to year round residents making 120% of Antrim County's Area Median Income.



Based on The 1983 Company's prior experience and an analysis of labor, cost, and time obstacles hindering new construction, the new units will use modular construction. Units are partially constructed offsite by Champion Homes in an enclosed factory, so construction can begin during the winter months. Timelines are cut in half, and northern Michigan's labor shortage has a smaller impact on timelines and costs. The State of Michigan has already approved the manufacturer and design. Floor plans are shown in Figure 5.

Townhomes will be constructed in a thoughtful, walkable community design as shown in the image below. Neighbors will have opportunities to interact and know each other.



Modular construction means townhomes will be ready for occupancy within only a few months.

DWELLING UNIT DENSITY

DWELLING UNITS/ACREAGE:

DWELLING UNITS = 48 UNITS
48 UNITS/18.57 ACRES = **2.6 UNITS PER ACRE**

TOTAL LAND AREA:		808,909	SFT	18.57	ACRES
IMPERVIOUS AREA:		121,732	SFT	15%	%
PERVIOUS AREA:		687,177	SFT	85%	%
LAND USE TABLE					
IMPERVIOUS AREA			PERVIOUS AREA		
BUILDINGS	PAVEMENTS	SIDEWALKS	LANDSCAPED/LAWN, PERVIOUS PVMT AREA		
43,609	5%	64,609	8%	13,514	2%
SFT	%	SFT	%	SFT	%
5%	%	687,177	85%	687,177	85%
SFT	%				%

GENERAL NOTES

- PROJECT INCLUDES CONSTRUCTION OF A LONG-TERM RENTAL COMMUNITY CONSISTING OF FOURTEEN (14) NEW TWO STORY BUILDINGS (FIVE (5) SIX UNIT, ONE (1) FOUR UNIT, SIX (6) TWO UNIT) AND TWO (2) NEW ONE STORY BUILDINGS (TWO (2) TWO UNIT ADA COMPLIANT). RELATED IMPROVEMENTS INCLUDING DRIVEWAYS, PARKING, SIGNAGE, LIGHTING, DUMPSTER ENCLOSURE, LANDSCAPING AND UTILITIES.
- THE DEVELOPMENT SHALL BE SERVED BY PUBLIC WATER MAIN AND PUBLIC SANITARY SEWER. ALTERATIONS TO WATER MAIN AND SANITARY SEWER ARE SUBJECT TO EGE PERMITTING AND APPROVAL.
- ACCESS TO THE DEVELOPMENT SHALL BE VIA CRANE LANE TO THE WEST FROM BELLAIRE HIGHWAY.
- DRIVEWAY AND PARKING AREAS SHALL BE PAVED WITH BITUMINOUS PAVEMENT.
- PARKING AREAS WILL INCLUDE NINETY SIX (96) PARKING SPACES, INCLUDING FOUR (4) BARRIER FREE SPACES.
- PROPOSED LIGHTING SHALL BE A COMBINATION OF WALL, BOLLARD, AND POLE MOUNTED FIXTURES, DIRECTED TO INHIBIT LIGHTING BEYOND THE PROPERTY LIMITS, MEETING THE REQUIREMENTS OF APPLICABLE SECTIONS OF THE VILLAGE OF BELLAIRE ZONING ORDINANCE.

ZONING

The subject property is zoned VC "Village Commons":

BUILDING SETBACKS:

Minimum Lot Area	6,000 sq. ft.
Minimum Lot Width	50 ft.
Front Yard Setback	15 ft.
Side Yard Setback	5 ft.
Rear Yard Setback	20 ft.
Maximum Building Height	35 ft.
or	3 Stories

For more Zoning Information see Village of Bellaire Zoning Ordinances.

FLOODPLAIN INFORMATION

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, FEMA HAS NOT COMPLETED A STUDY TO DETERMINE FLOOD HAZARD FOR THE SUBJECT PARCEL.

SECTION 24, T.30 N.-R. 8 W. VILLAGE OF BELLAIRE ANTRIM COUNTY, MICHIGAN

SCALE: 1" = 50'
Contour Interval = 1 foot

LEGEND

○ - MANHOLE	⌵ - STUMP
⊙ - CATCHBASIN	⌵ - PINE
⊞ - CURB CATCHBASIN	⌵ - BUSH
⊙ - FIRE HYDRANT	⊙ - TREE
⊙ - WATER VALVE	⊙ - FOUND SURVEY CORNER
⊙ - GAS VALVE	⊙ - SET 1/2" IRON ROD
⊙ - TELEPHONE POLE	⊙ - SET WOOD LATH
⊙ - POWER POLE	⊙ - SET P.K. NAIL
⊙ - POWER AND TELEPHONE POLE	⊙ - RIGHT OF WAY MARKER
⊙ - GUY ANCHOR AND POLE	⊙ - BENCHMARK
⊙ - LIGHT POLE	⊙ - CONTROL POINT
⊙ - TELEPHONE PEDESTAL	⊙ - SATELLITE DISH
⊙ - ELECTRICAL PEDESTAL	⊙ - AIR CONDITIONING UNIT
⊙ - CABLE TV PEDESTAL	⊙ - SOIL BORING
⊙ - SIGN	⊙ - MAIL BOX
⊙ - SPRINKLER	⊙ - BURIED CABLE LINES
⊙ - RAILROAD SIGNAL	⊙ - BURIED ELECTRIC LINES
⊙ - TRANSFORMER	⊙ - GASMAINS
⊙ - BARRIER FREE PARKING	⊙ - SANITARY SEWER LINES
⊙ - BITUMINOUS SURFACE	⊙ - STORM SEWER LINES
⊙ - CONCRETE SURFACE	⊙ - TELEPHONE LINES
⊙ - CONCRETE CURB	⊙ - WATERMAINS
⊙ - FENCE LINE	⊙ - NOT FIELD LOCATED
⊙ - OVERHEAD POWER LINES	⊙ - MEASURED DIMENSION
⊙ - TREE LINE	⊙ - RECORDED DIMENSION

UTILITY NOTE

The utility locations as hereon shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information hereon shown. The contractor shall call "MISS DIG" (1-800-482-7171 or 811) within three working days prior to any excavation. The contractor is responsible for verifying these utility locations prior to construction and shall make every effort to protect and/or relocate them as required. The contractor shall notify the Engineer/Surveyor as soon as possible in the event a discrepancy is found.

PARCEL DESCRIPTION

PER DEED RECORDED IN L. 795, P. 2642

The Southeast 1/4 of the Southwest 1/4 of Section 24, Town 30 North, Range 8 West, Village of Bellaire, Antrim County, Michigan, EXCEPT the South 200 feet of the East 300 feet thereof; ALSO EXCEPT PARCEL A: That part of the Southwest 1/4 of Section 24, Town 30 North, Range 8 West, described as: Commencing at the South 1/4 corner of said Section; thence North 89°57'51" West along the South line of said Section 1,116.88 feet to the Point of Beginning; thence North 00°12'08" West, 177.94 feet; thence Northeastly 105.52 feet along a curve to the right having a radius of 67.00 feet, central angle of 90°14'17" and a long chord bearing North 44°55'00" East, 94.95 feet; thence South 59°57'51" East, 208.99 feet; thence South 00°10'32" East, 245.22 feet to the South line of said Section; thence North 89°57'51" West along said line 276.16 feet to the Point of Beginning; ALSO EXCEPT all units of Semrau Estates, Antrim County Subdivision Plan #121, according to the Master Deed thereof as recorded in Liber 723, Pages 458-518.

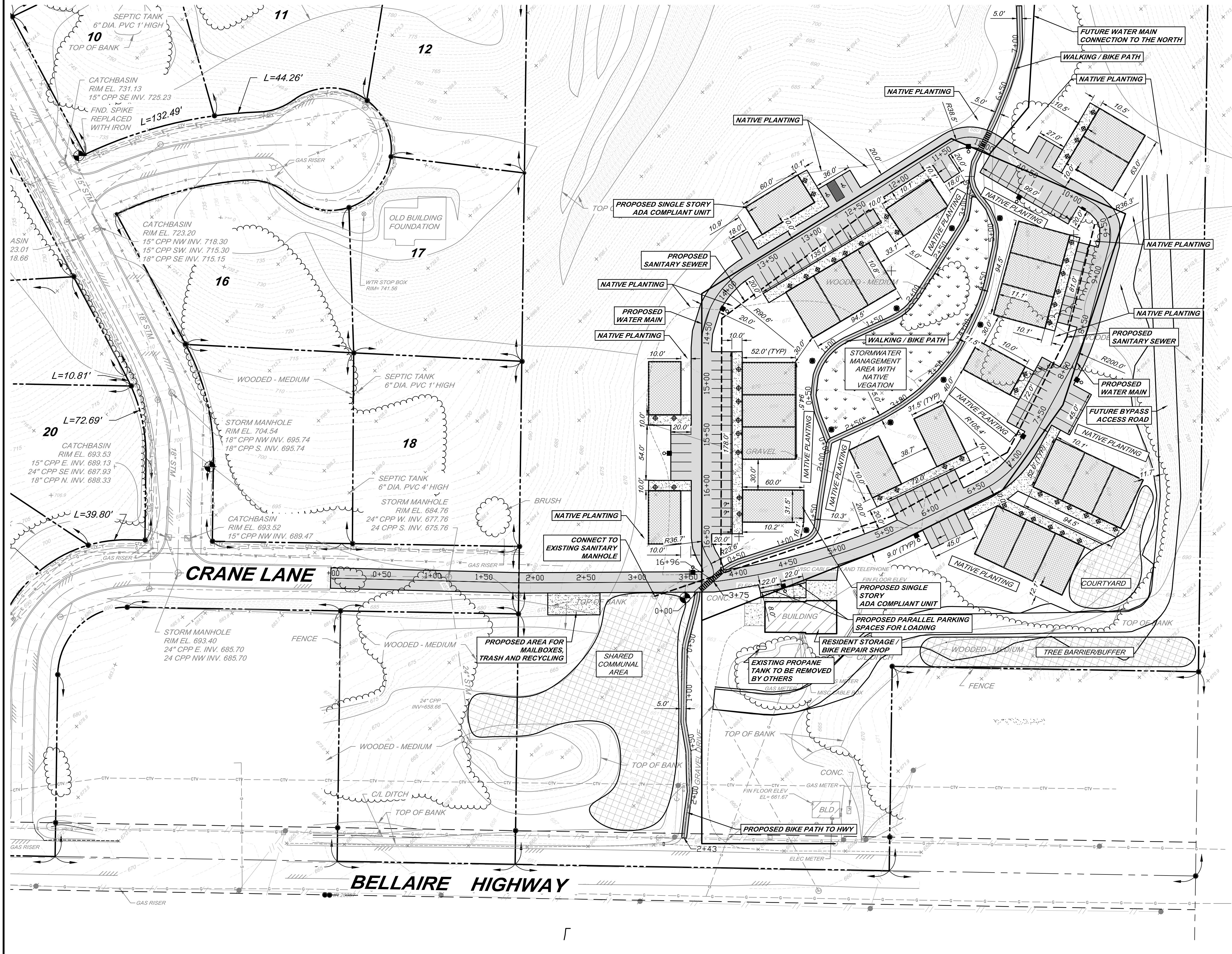
AND
Units 1- 16 and 18-23, inclusive, SEMRAU ESTATES, according to the Master Deed as recorded in Liber 723, Pages 458-518, and designated as Antrim County Subdivision Plan No. 121. Together with rights in general common elements and limited common elements as set forth in above Master Deed and as described in Act 529 of Public Acts of 1978as amended.

SITE LIGHTING SYMBOL LEGEND

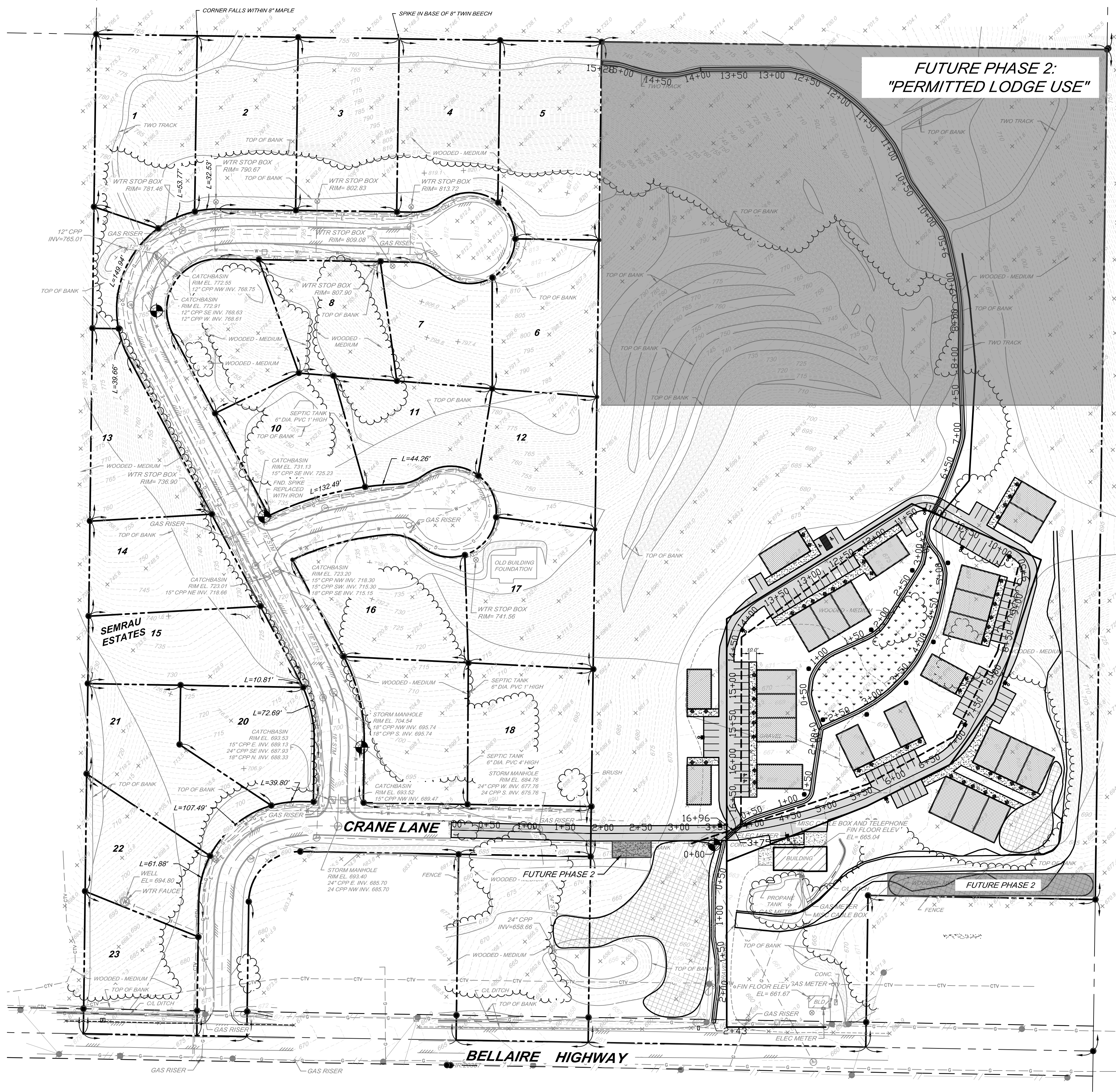
- ⊙ - EXTERIOR WALL SCONCE LIGHT FIXTURE (MNTD. APPROX. 7'-0" TO 9'-0" ABOVE GRADE)
- ⊙ - EXTERIOR BOLLARD LIGHT FIXTURE w/ FLUSH GRADE CONCRETE BASE. (APPROX. 36" TALL)
- ⊙ - EXTERIOR POLE MOUNTED LED SITE PEDESTRIAN FIXTURE w/ FLUSH GRADE CONCRETE BASE. (APPROX. 10'-12" TALL)

BENCHMARKS

- BM #200 - FND. MAG NAIL IN W. FACE OF P.P., W. SIDE OF GRAVEL DRIVE. NAVD88 EL. 665.84
- BM #201 - E. MOST HYDRANT NUT, NE QUADRANT OF FIRST CUL-DE-SAC. NAVD88 EL. 698.70
- BM #202 - E. MOST HYDRANT NUT, N.E. QUADRANT OF SECOND CUL-DE-SAC. NAVD88 EL. 731.75
- BM #203 - E. MOST HYDRANT NUT, S.E. QUADRANT OF THIRD CUL-DE-SAC. NAVD88 EL. 765.67



BY	MARK	REVISIONS	DATE
<p>THE 1983 COMPANY 452 Ada Dr. SE Ste 220 Ada, MI 49301</p>			
<p>PLANNED DEVELOPMENT SITE PLAN BELLAIRE LOFTS 6612 BELLAIRE HWY</p>			
<p>MANISTEE OFFICE 302 River Street Manistee, MI 49660 Tel. 231-794-5620 www.SpicerGroup.com</p>			
DE. BY: MTS	CH. BY: LMR	PROJECT NO. 134671SG2023	
DR. BY: MTS	APP. BY: BMB		
STDS.	SHEET 1 OF 2	C 1	
DATE 04-12-23	FILE NO. JD-1959	1	
SCALE 1" = 50'			



ZONING

The subject property is zoned VC "Village Commons":

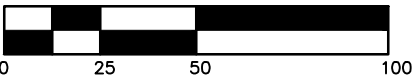
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**SECTION 24, T.30 N.-R. 8 W.
VILLAGE OF BELLAIRE
ANTRIM COUNTY, MICHIGAN**



SCALE: 1" = 50'
Contour Interval = 1 foot

LEGEND

- | | |
|------------------------------|---------------------------|
| ○ - MANHOLE | ⌵ - STUMP |
| ⊙ - CATCHBASIN | ⌵ - PINE |
| ⊞ - CURB CATCHBASIN | ⌵ - BUSH |
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| ⊙ - CABLE TV PEDESTAL | ⊙ - SOIL BORING |
| ⊙ - SIGN | ⊙ - MAIL BOX |
| ⊙ - SPRINKLER | ⊙ - BURIED CABLE LINES |
| ⊙ - RAILROAD SIGNAL | ⊙ - BURIED ELECTRIC LINES |
| ⊙ - TRANSFORMER | ⊙ - GASMAINS |
| ⊙ - BARRIER FREE PARKING | ⊙ - SANITARY SEWER LINES |
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BY	MARK	REVISIONS	DATE
THE 1983 COMPANY 452 Ada Dr. SE Ste 220 Ada, MI 49301			
OVERALL SITE PLAN BELLAIRE LOFTS 6612 BELLAIRE HWY			
MANISTEE OFFICE 302 River Street Manistee, MI 49660 Tel. 231-794-5620 www.SpicerGroup.com			
DE. BY: MTS	CH. BY: LMR	PROJECT NO. 134671SG2023	
DT. BY: MTS	APP. BY: BMB		
STDS.	SHEET 2 OF 2	C	
DATE 04-12-23	FILE NO. JD-1959	2	
SCALE 1" = 50'		2	

THIS HOME HAS BEEN DESIGNED SPECIFICALLY FOR:

BELLAIRE LOFT - ADA DUPLEX

STREET
BELLAIRE, MI 49615
ANTRIM, COUNTY

BUILDER:

1983 COMPANY

CHAMPION FACTORY 041
CHAMPION MODULAR, INC.
10642 S. SUSQUEHANNA TRAIL
LIVERPOOL, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS - ADA DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS	
FN	9/21/23 MAB

PROJECT:

44764
DUPLEX

TITLE:

COVER SHEET

DRAWN BY: BM
DATE: 09-12-23
SCALE: N.T.S.
FILENAME: 44764 FN
PD

SHEET:

COVER

PROPRIETARY AND CONFIDENTIAL
THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL,
PROPRIETARY AND CONFIDENTIAL MATERIALS OF CHAMPION.
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SITE CONDITIONS:		
GROUND SNOW LOAD:	60	PSF
WIND SPEED:	115	VULT MPH
EXPOSURE:	B	
SEISMIC CATEGORY:	-	
USE GROUP:	SINGLE FAMILY	
CONSTRUCTION TYPE:	VB WOOD FRAME UNPROTECTED	

SQUARE FOOTAGE:		
FIRST FLOOR:	1,860	SQ. FT.
SECOND FLOOR:	NA	SQ. FT.
BONUS ROOM:	NA	SQ. FT.
GARAGE:	NA	SQ. FT.
TOTAL:	1,860	SQ. FT.
OVERALL SIZE	31'-0"x60'-0"	
MODEL:	DUPLEX	

- NOTES:
- ITEMS SHOWN ON THE EXTERIOR ELEVATION DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY
 - GRILLS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY (SEE WINDOW MANUFACTURER CATALOG FOR ACTUAL GRILL PATTERN)

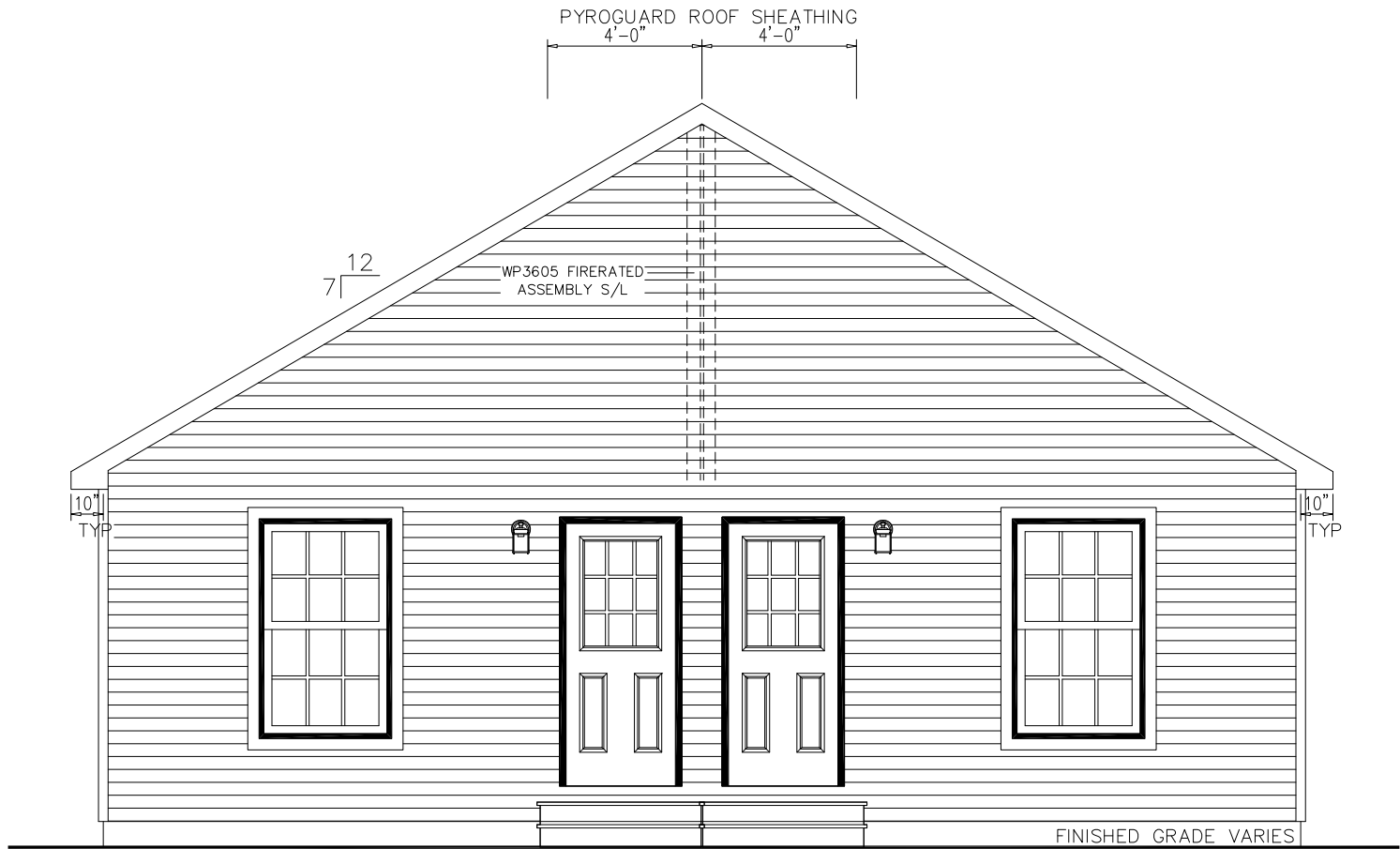
FRONT ELEVATION

BUILDER / OWNER SIGNATURES:	
ACCEPTED BY:	DATE:
TITLE:	

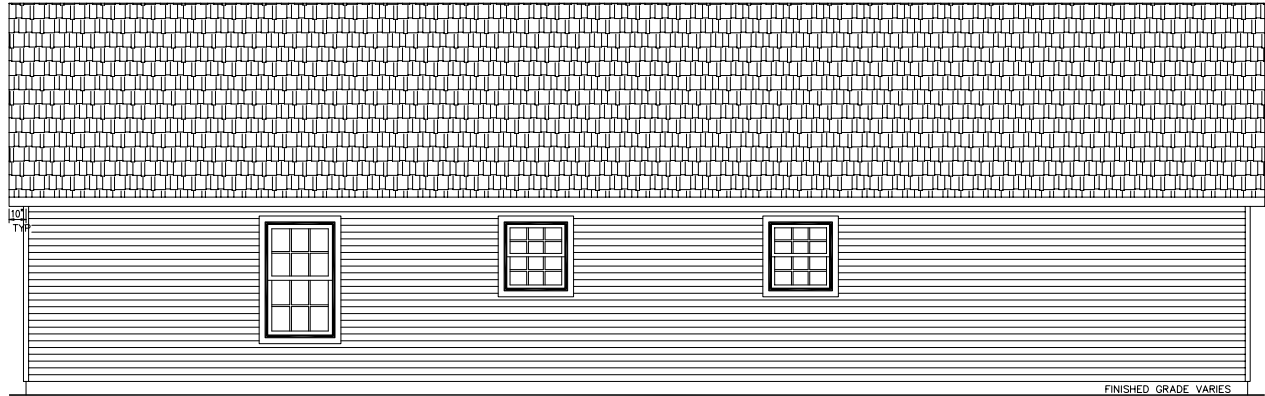
+/- 18'-7" TOP OF SILL TO PEAK

8'-0" 1ST FLOOR CEILING HEIGHT

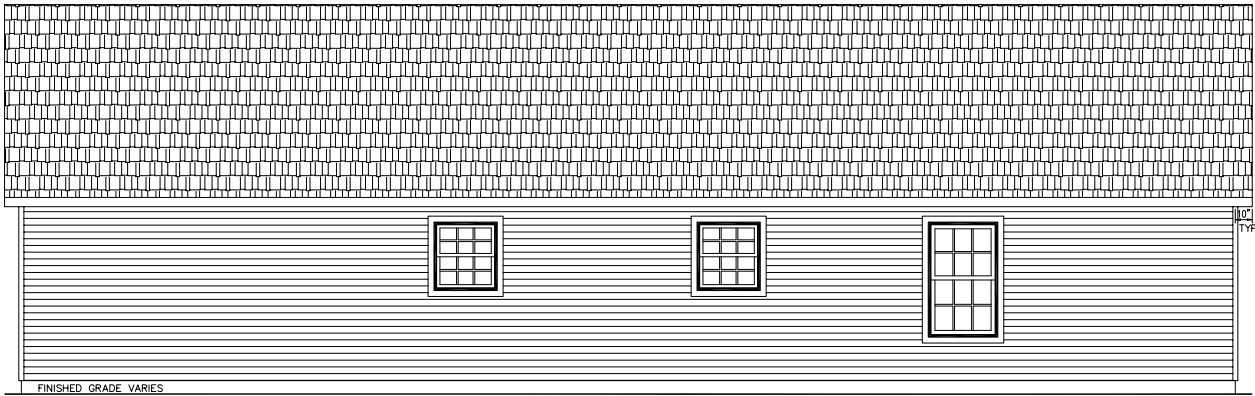
1ST FLOOR FLOOR
TOP OF SILL
GRADE



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

NOTES:

1. ITEMS SHOWN ON THE EXTERIOR ELEVATION DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY

CHAMPION FACTORY 041
CHAMPION MODULAR, INC.
10642 S. SUSQUEHANNA TRAIL
LIVERPOOL, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS - ADA DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44764
DUPLEX

TITLE:

ELEVATIONS

DRAWN BY: BM

DATE: 09-12-23

SCALE: N.T.S.

FILENAME: 44764 FN

PD

SHEET:

ELEVATIONS

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BUILDER / OWNER SIGNATURES:

ACCEPTED BY:

DATE:

TITLE:

CHAMPION FACTORY 041
CHAMPION MODULAR, INC.
10642 S. SUSQUEHANNA TRAIL
LIVERPOOL, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS - ADA DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44764
DUPLEX

TITLE:

FIRST FLOOR
FLOOR PLAN

DRAWN BY: BM

DATE: 09-12-23

SCALE: N.T.S.

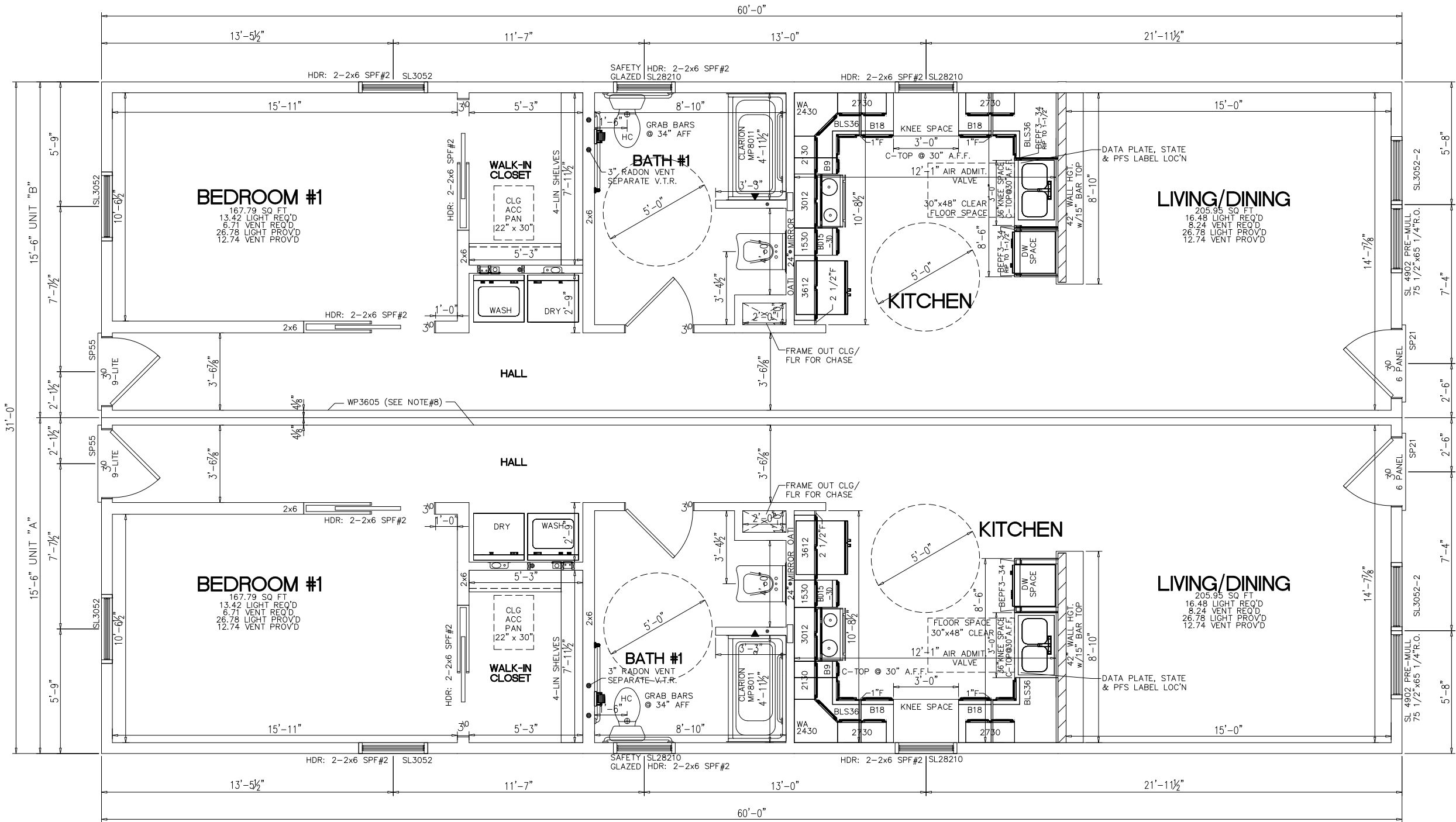
FILENAME: 44764 FN

PD

SHEET:

1ST FLR

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- NOTES:
- 2x6 EXT WALLS @ 16" O.C./2x4 MARR WALLS @ 16" O.C. (EXCEPT AS NOTED)
 - 8'-0" CLG HT.
 - 2x10 SPF#2 FLOOR JOISTS @ 16" O.C.
 - ROOF SYSTEM TO BE 16" O.C.
 - SILVERLINE 4900 SERIES SINGLE HUNG WINDOWS
 - BASED ON 115 VULT MPH WIND LOAD & EXPOSURE "B"
 - SITE LOCATION: BELLAIRE, MI; ANTRIM COUNTY; 60 PSF GROUND SNOW LOAD
 - 1 LAYER 5/8" TYPE "X" GYP. BOTH SIDES (ONE SIDE-MARR. WALL) OVER 2x4 STUDS (W.P. SHEATHING GYP.-EXT. WALL) @ 16" O.C., ATTACH w/6d CEMENT COATED NAILS @ 7" O.C. (#WP3605)
 - BLDR INSTALLED HEATING SYSTEM TO COVER A 39,000 BTU LOSS (PER UNIT) HEAT WAS CALCULATED W/ R-30 FLOOR INSULATION.

MICHIGAN

2015 INTERNATIONAL RESIDENTIAL CODE
2015 IECC
2017 NFPA NATIONAL ELECTRICAL CODE

BUILDER / OWNER SIGNATURES:

ACCEPTED BY:

DATE:

TITLE:

CHAMPION FACTORY 041
CHAMPION MODULAR, INC.
10642 S. SUSQUEHANNA TRAIL
LIVERPOOL, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS - ADA DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44764
DUPLEX

TITLE:

FIRST FLOOR
ELECTRICAL PLAN

DRAWN BY: BM

DATE: 09-12-23

SCALE: 3/16" = 1'-0"

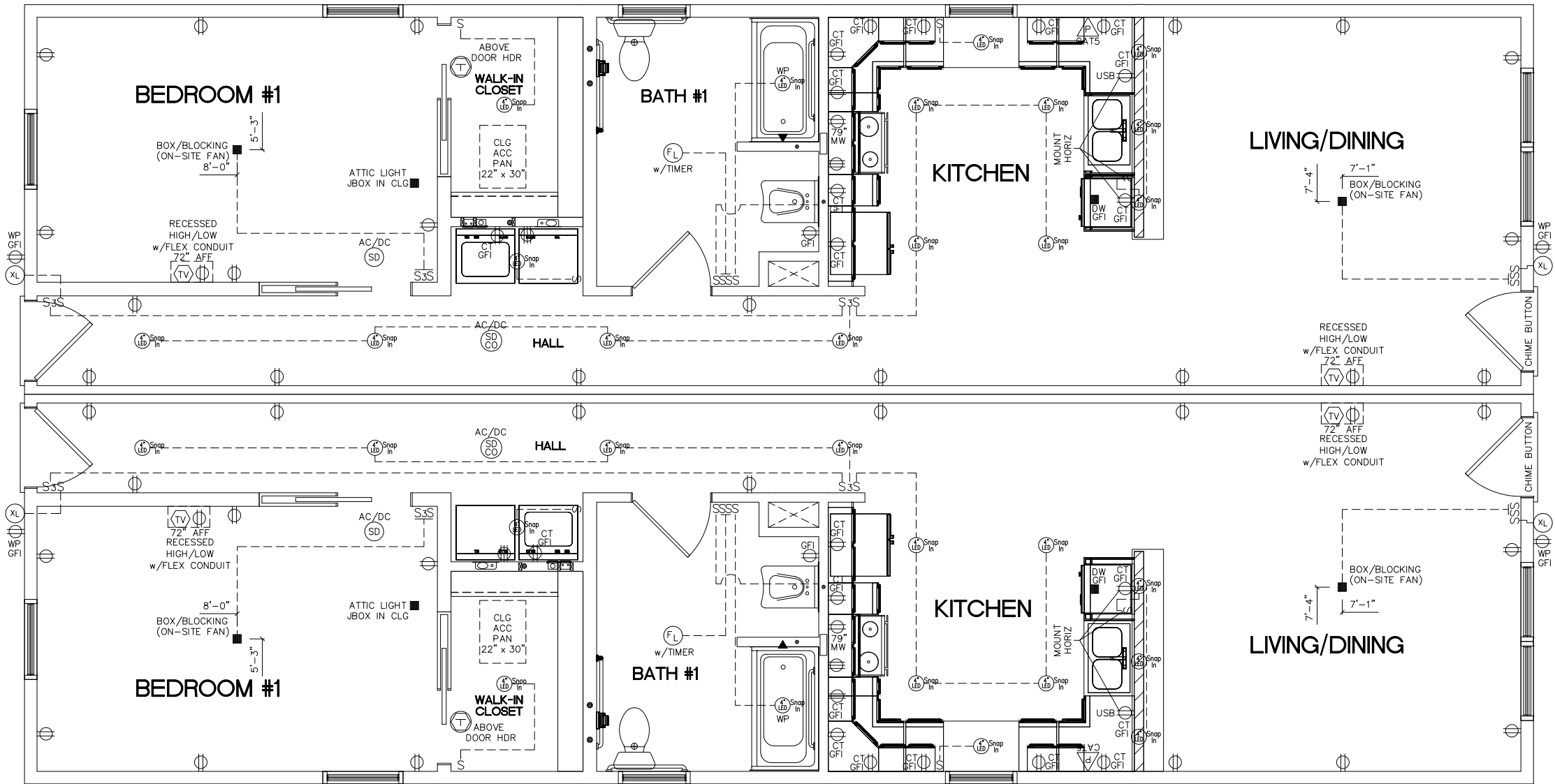
FILENAME: 44764 FN

PD

SHEET:

1ST ELEC

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2017 NEC

- * THIS PLAN MAY HAVE ADDITIONAL APPLIANCES/FIXTURES ADDED TO THE ELECTRICAL SCHEMATIC AND/OR PANEL BOX PROVIDING THE LOADING DOESN'T EXCEED THE MAXIMUM ALLOWED BY STATE & LOCAL CODES.
- * E-CUTOFF SWITCH ON-SITE BY OTHERS PER ALL STATE & LOCAL CODES.
- * ALL BRANCH CIRCUITS SUPPLYING 15 & 20 AMPERE OUTLETS IN LIVING SPACES ARE PROTECTED BY AN ARC-FAULT CIRCUIT INTERRUPTER IN ACCORDANCE WITH SECTION 210.12 2017 NEC.
- * PER 406.12 OF 2017 NEC ALL 125 -VOLT, 15 AND 20 AMP RECEPITS INSTALLED IN AREAS SPECIFIED BY 210.52, SHALL BE LISTED TAMPER RESISTANT TYPE.
- * 50# LIGHT BOXES REQUIRED

BUILDER / OWNER SIGNATURES:

ACCEPTED BY:

DATE:

TITLE:

CHAMPION FACTORY 041
CHAMPION MODULAR, INC.
10642 S. SUSQUEHANNA TRAIL
LIVERPOOL, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS - ADA DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44764
DUPLEX

TITLE:

FOUNDATION
PLAN

DRAWN BY: BM

DATE: 09-12-23

SCALE: 3/16" = 1'-0"

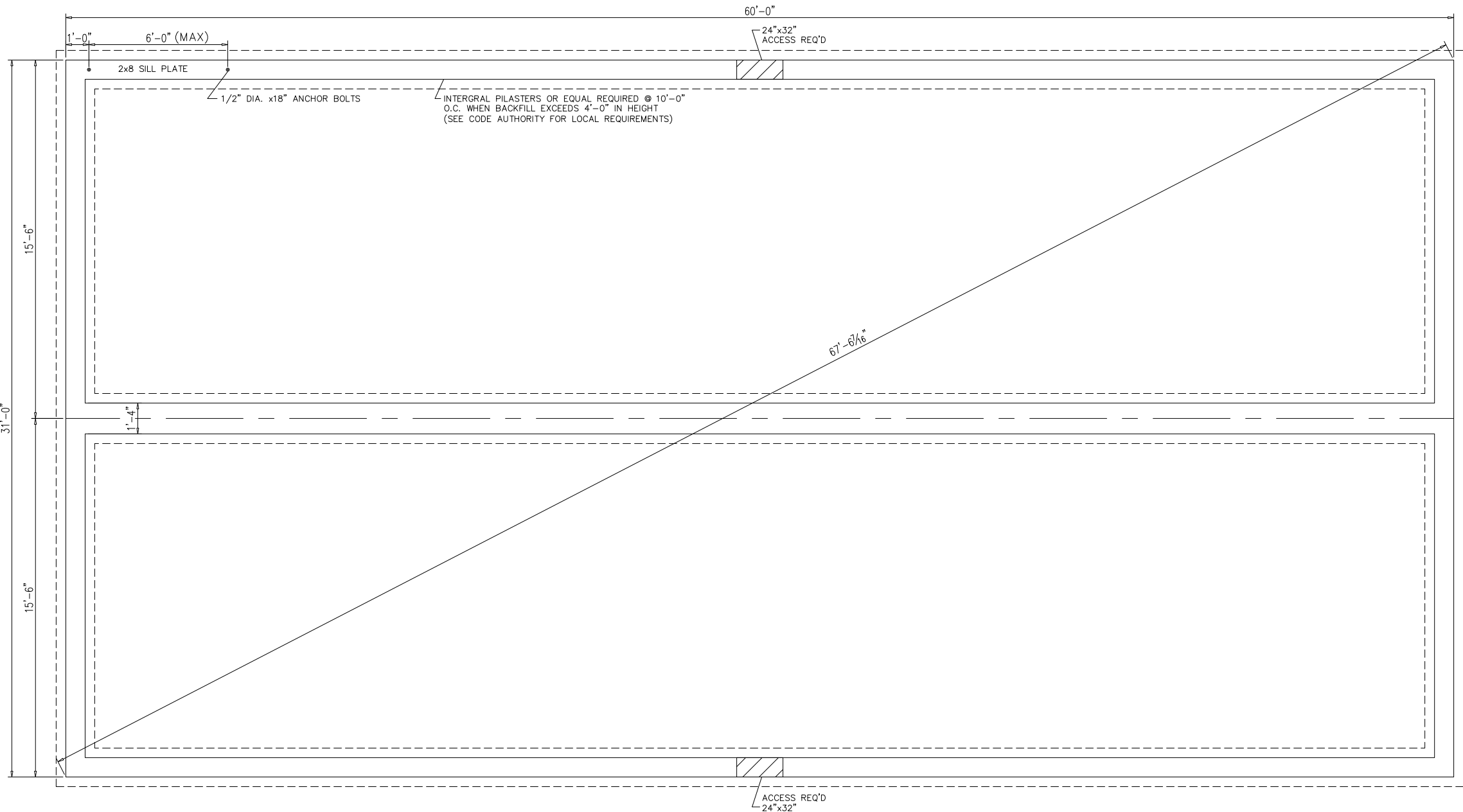
FILENAME: 44764 FN

PD

SHEET:

FOUNDATION

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NOTES:

- 1) THIS FOUNDATION DRAWING AND NOTES ARE FOR REVIEW ONLY. ACTUAL FOUNDATION DESIGN SHALL BE DESIGNED FOR YOUR SPECIFIC SITE AS REQUIRED PER LOCAL CODE.
- 2) ALL CONSTRUCTION AND MATERIALS BELOW THE BOTTOM OF THE FLOOR JOISTS IS THE RESPONSIBILITY OF CHAMPION MODULAR' BUILDER. FOUNDATION WALL, FOOTER, LOLLY COLUMNS & PADS ARE ALL TO BE DETERMINED ON-SITE IN ACCORDANCE WITH LOCAL CODES & CONDITIONS
- 3) REINFORCED MASONRY UNIT REQUIRED AT CENTER BEARING LOCATIONS.
- 4) LOLLY COLUMNS ARE TO BE SPACED ACCORDING TO SPAN SCHEDULE BASED ON TYPE OF HOUSE, LOCAL SNOW LOAD & WIDTH OF UNIT. ADD'L COLUMNS MAY BE REQ'D & ARE NOTED ON FLOOR PLAN. LOLLY COLUMN SPACING IS BASED ON MIN. 1/2"x6"x12" STEEL PLATE BETWEEN COLUMN & CENTER BEAM.
- 5) FOUNDATION IS TO BE CONSTRUCTED IN ACCORDANCE w/ALL APPLICABLE CODES.
- 6) FOUNDATION SIZES REFLECT WOOD TO WOOD DIMENSIONS OF MODULAR UNITS, ALLOWING SHEATHING AND SIDING TO OVERHANG THE FOUNDATION. IF STYROFOAM IS USED FOUNDATION MAY BE INCREASED IN LENGTH AND WIDTH TO ACCOMMODATE.
- 7) PERIMETER FLOOR JOISTS TO BE ATTACHED TO SILL PLATE w/16d NAILS AT 16" O.C.
- 8) INSTALLATION OF WASHER, DRYER AND/OR WATER HEATER IN BASEMENT PER STATE AND LOCAL CODES IS THE RESPONSIBILITY OF MODULAR MANUFACTURERS, BUILDER.
- 9) SMOKE DETECTORS IN BASEMENT SHALL BE THE RESPONSIBILITY OF THE BUILDER TO PROVIDE AND INSTALL. (COIL WIRE IN BSMT BY MODULAR MANUFACTURER, INC)
- 10) CRAWL SPACE FOUNDATION REQUIRES A MINIMUM 18"x24" ACCESS OPENING, INSECT & RODENT PROOF CROSS VENTS WITHIN 3' OF CORNERS AND PROVIDE 1/150 OF FLOOR AREA WITH VENTILATION.
- 11) SEE MODULAR MANUFACTURERS' SUBMISSION SET PAGE FOR ADDITIONAL NOTES AND DETAILS.
- 12) GFCI RECPT AND LIGHTS FOR BASEMENT AND CRAWLSPACES PER ALL STATE AND LOCAL CODES
- 13) "BACKFILLING AND TAMPING TO BE DONE PER LOCAL REQUIREMENTS"

BUILDER / OWNER SIGNATURES:

ACCEPTED BY:

DATE:

TITLE:

FOR ESTIMATING PURPOSES ONLY - NOT FOR CONSTRUCTION

THIS HOME HAS BEEN DESIGNED SPECIFICALLY FOR:

BELLAIRE LOFTS-3BR

STREET
BELLAIRE, MI ZIP
ANTRIM COUNTY

BUILDER:

1983 COMPANY

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045

CHAMPION
MODULAR

BRAND:

excel
HOMES

BUILDER:
1983 COMPLANY

CUSTOMER/PROJECT:
BELLAIRE LOFTS—DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:
44815
2—STORY DUPLEX

TITLE:
COVER SHEET

DRAWN BY:BM
DATE:10—06—23
SCALE:N.T.S.
FILENAME:44815_PD
PD

SHEET:
COVER

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FRONT ELEVATION

SITE CONDITIONS:		
GROUND SNOW LOAD:	60	PSF
WIND SPEED:	115	VULT MPH
EXPOSURE:	-	
SEISMIC CATEGORY:	-	
USE GROUP:	MULTI- FAMILY	
CONSTRUCTION TYPE:	WOOD FRAME PROTECTED	

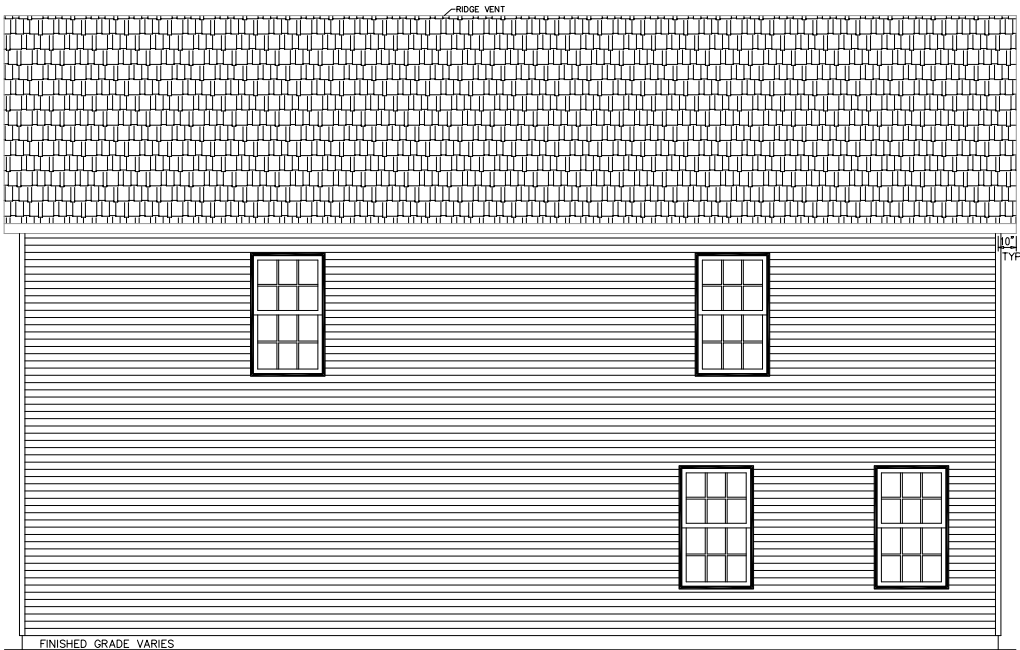
SQUARE FOOTAGE:		
FIRST FLOOR:	698	SQ. FT. PER UNIT
SECOND FLOOR:	698	SQ. FT. PER UNIT
BONUS ROOM:	NA	SQ. FT.
GARAGE:	NA	SQ. FT.
TOTAL:	1,396	SQ. FT. PER UNIT
OVERALL SIZE	15'-6"x45'-0"	
MODEL:	2-STORY DUPLEX	

BUILDER / OWNER SIGNATURES:	
ACCEPTED BY:	DATE:
TITLE:	

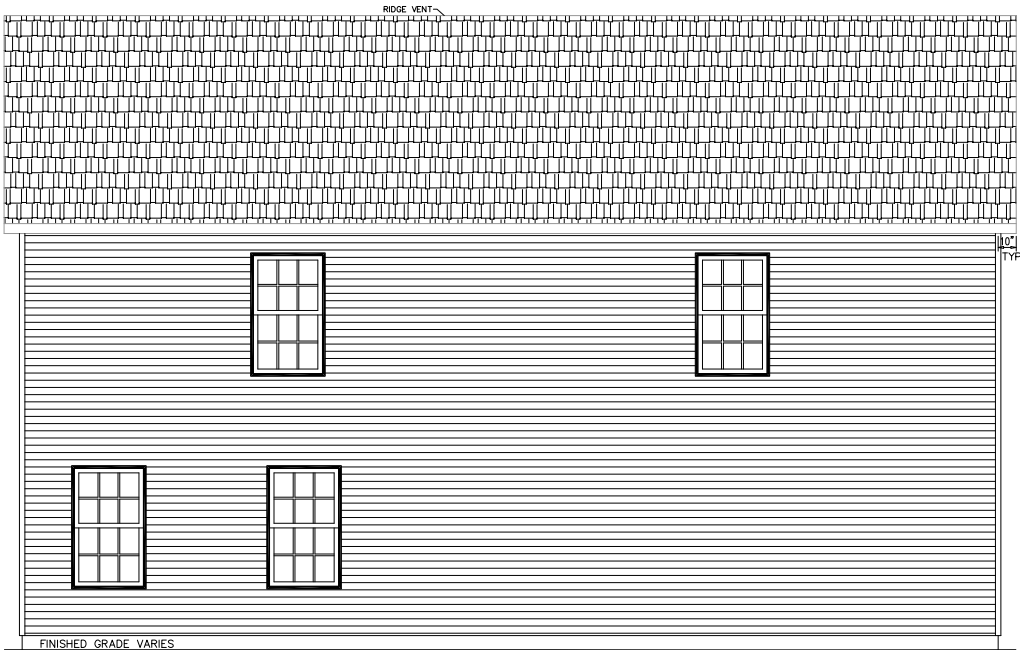
- NOTES:
- ITEMS SHOWN ON THE EXTERIOR ELEVATION DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY
 - GRILLS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY (SEE WINDOW MANUFACTURER CATALOG FOR ACTUAL GRILL PATTERN)



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

NOTES:
1. ITEMS SHOWN ON THE EXTERIOR ELEVATION DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045

CHAMPION
MODULAR



BUILDER:
1983 COMPLANY

CUSTOMER/PROJECT:
BELLAIRE LOFTS-DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:
44815
2-STORY DUPLEX

TITLE:
ELEVATIONS

DRAWN BY:BM
DATE:10-06-23
SCALE:N.T.S.
FILENAME:44815 PD
PD

SHEET:
ELEVATIONS

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BUILDER / OWNER SIGNATURES:	
ACCEPTED BY:	DATE:
TITLE:	

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPLANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS-DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44815
2-STORY DUPLEX

TITLE:

FIRST FLOOR
FLOOR PLAN

DRAWN BY:BM

DATE:10-06-23

SCALE:N.T.S.

FILENAME:44815 PD

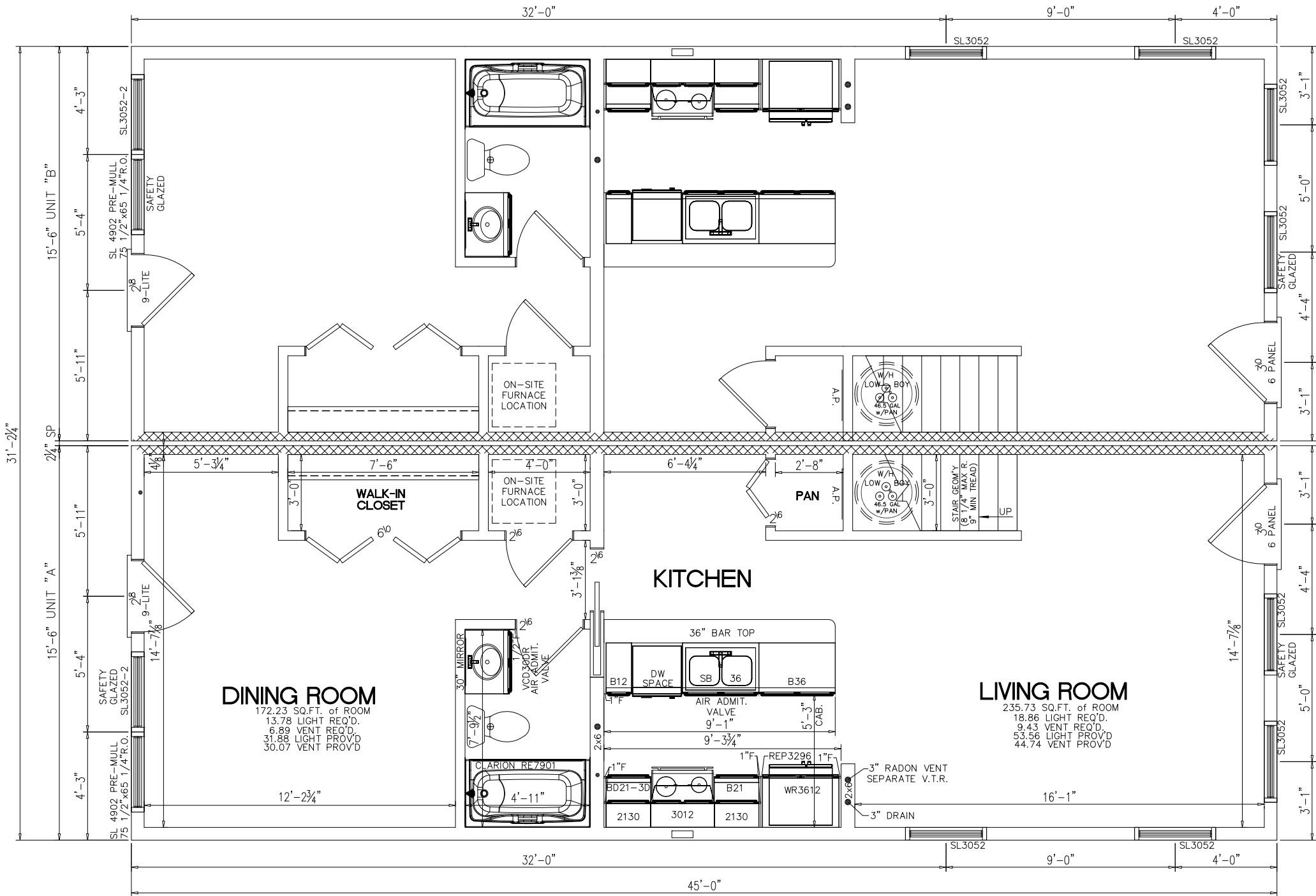
PD

SHEET:

1ST FLR

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* RENTALS *



NOTES:

- 2x6 EXT WALLS @ 16" O.C./2x4 MARR WALLS @ 16" O.C. (EXCEPT AS NOTED)
- 8'-0" CLG HT.
- 2x10 SPF#2 FLOOR JOISTS @ 12" O.C.
- ROOF SYSTEM TO BE 16" O.C.
- SILVERLINE 4900 SERIES SINGLE HUNG WINDOWS
- BASED ON 115 VULT MPH WIND LOAD & EXPOSURE "-"
- SITE LOCATION: BELLAIRE, MI; ANTRIM COUNTY; 60 PSF GROUND SNOW LOAD
- INTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM APPLIED PARALLEL WITH OR AT RIGHT ANGLES TO 2x4 STUDS, 24"O.C. (MAX.) WITH 6d COATED NAILS 1 7/8" LONG, 0.0915" SHANK, 1/4" HEADS 7"O.C. JOINTS MAY BE LEFT EXPOSED.
- EXTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM SHEATHING APPLIED PARALLEL TO STUDS w/ GALV. ROOFING NAILS, 1 3/4" LONG, 0.120" SHANK, 7"O.C. IN FIELD AND TOP AND BOTTOM PLATES, 4"O.C. PERIMETER. (LOAD BEARING) (WP8105)
- 1 LAYER 5/8" TYPE "C" GYP. APPLIED PERPENDICULAR TO 2x6 CLG. JOISTS, ATTACH w/6d CEMENT COATED NAILS (1 7/8"L., 0.0915"D. SHANK, 1/4"D. HEAD) @ 7" O.C., INST BLOCKING @ 7'-0" (#L539)
- 23/32" T&G AGENCY RATED SUBFLOOR APPLIED PERPENDICULAR TO FLOOR JOISTS, ATTACH w/CONSTRUCTION ADHESIVE AND 6d CEMENT COATED NAILS (SAME SPECS) @ 7" O.C.; BLOCKING @ 7'-0" O.C. (#L539)

WP8105 SEE NOTE #8

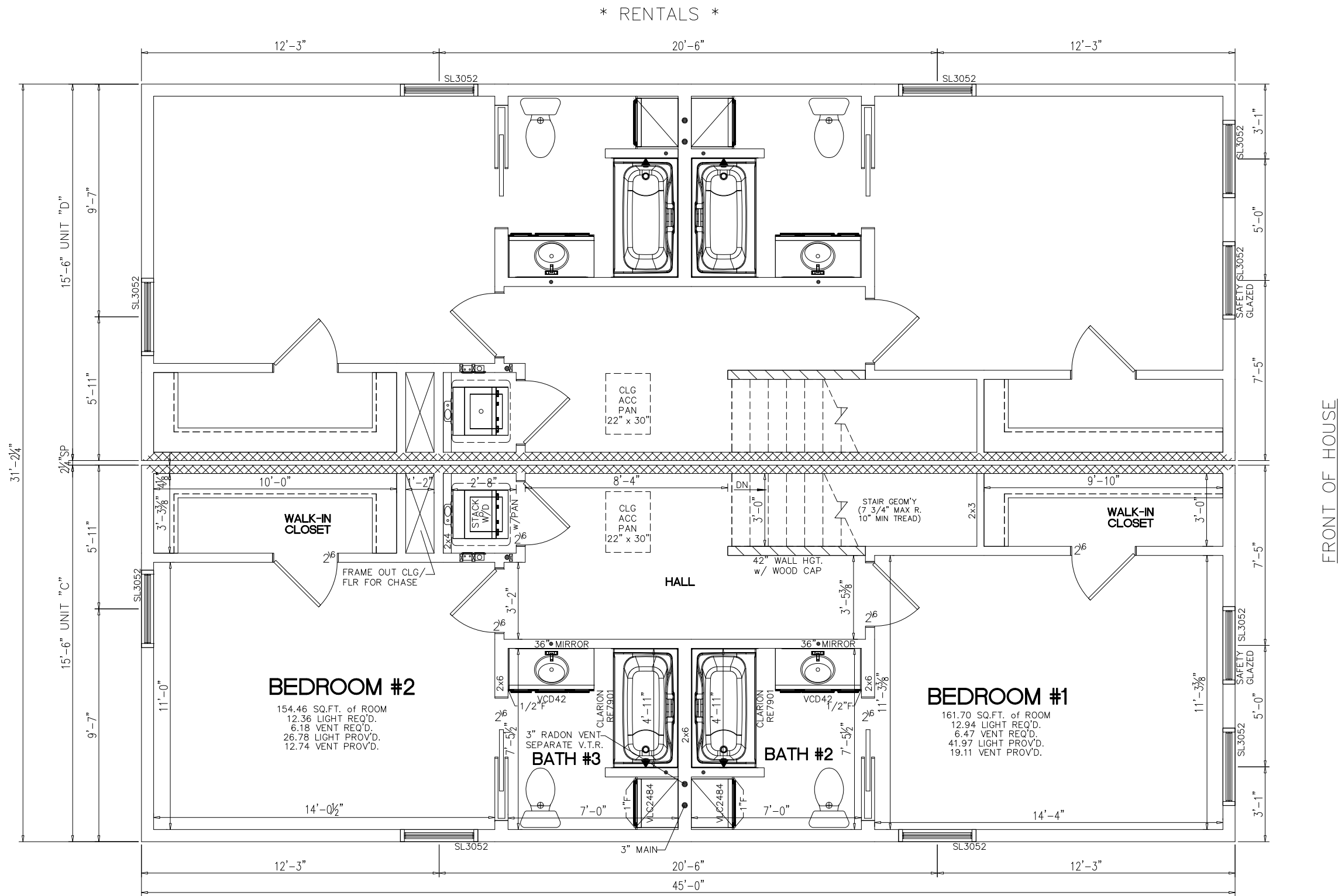
L539 CEILING ASSEMBLY
THRU OUT SEE NOTE #9
L539 FLOOR ASSEMBLY
THRU OUT SEE NOTE #10

BUILDER / OWNER SIGNATURES:

ACCEPTED BY:

DATE:

TITLE:



- NOTES:
- 2x6 EXT WALLS @ 16" O.C./2x4 MARR WALLS @ 16" O.C. (EXCEPT AS NOTED)
 - 8'-0" CLG HT.
 - 2x10 SPF#2 FLOOR JOISTS @ 12" O.C.
 - ROOF SYSTEM TO BE 16" O.C.
 - SILVERLINE 4900 SERIES SINGLE HUNG WINDOWS
 - INTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM APPLIED PARALLEL WITH OR AT RIGHT ANGLES TO 2x4 STUDS, 24" O.C. (MAX.) WITH 6d COATED NAILS 1 7/8" LONG, 0.0915" SHANK, 1/4" HEADS 7" O.C. JOINTS MAY BE LEFT EXPOSED.
EXTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM SHEATHING APPLIED PARALLEL TO STUDS w/ GALV. ROOFING NAILS, 1 3/4" LONG, 0.120" SHANK, 7" O.C. IN FIELD AND TOP AND BOTTOM PLATES, 4" O.C. PERIMETER. (LOAD BEARING) (WP8105)
 - 1 LAYER 5/8" TYPE "C" GYP. APPLIED PERPENDICULAR TO 2x6 CLG. JOISTS, ATTACH w/ 6d CEMENT COATED NAILS (1 7/8" L., 0.0915" D. SHANK, 1/4" D. HEAD) @ 7" O.C., INST BLOCKING @ 7'-0" (#L539)
 - 23/32" T&G AGENCY RATED SUBFLOOR APPLIED PERPENDICULAR TO FLOOR JOISTS, ATTACH w/ CONSTRUCTION ADHESIVE AND 6d CEMENT COATED NAILS (SAME SPECS) @ 7" O.C.; BLOCKING @ 7'-0" O.C. (#L539)

BUILDER / OWNER SIGNATURES:

ACCEPTED BY:

DATE:

TITLE:

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045
CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPLANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS-DUPLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44815
2-STORY DUPLEX

TITLE:

SECOND FLOOR
FLOOR PLAN

DRAWN BY:BM

DATE:10-06-23

SCALE:N.T.S.

FILENAME:44815 PD

PD

SHEET:

2ND FLR

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THIS HOME HAS BEEN DESIGNED SPECIFICALLY FOR:

BELLAIRE LOFTS-6 PLEX 3BR

STREET
BELLAIRE, MI ZIP
ANTRIM COUNTY

BUILDER:

1983
COMPANY

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045
CHAMPION
MODULAR

BRAND:
excel
HOMES

BUILDER:
1983 COMPLANY

CUSTOMER/PROJECT:
BELLAIRE LOFTS-6 PLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:
44705
2-STORY 6 PLEX

TITLE:
COVER SHEET

DRAWN BY:BM
DATE:10-06-23
SCALE:N.T.S.
FILENAME:44816 PD
PD

SHEET:
COVER

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FRONT ELEVATION

SITE CONDITIONS:

GROUND SNOW LOAD: 60 PSF
WIND SPEED: 115 VULT MPH
EXPOSURE: -
SEISMIC CATEGORY: -
USE GROUP: MULTI-FAMILY
CONSTRUCTION TYPE: WOOD FRAME PROTECTED

SQUARE FOOTAGE:

FIRST FLOOR: 698 SQ. FT. PER UNIT
SECOND FLOOR: 698 SQ. FT. PER UNIT
BONUS ROOM: NA SQ. FT.
GARAGE: NA SQ. FT.
TOTAL: 1,396 SQ. FT. PER UNIT

OVERALL SIZE 93'11 1/4"x42'-6"
MODEL: 2-STORY 6-PLEX

NOTES:

- 1. ITEMS SHOWN ON THE EXTERIOR ELEVATION DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY
- 2. GRILLS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY (SEE WINDOW MANUFACTURER CATALOG FOR ACTUAL GRILL PATTERN)

BUILDER / OWNER SIGNATURES:

ACCEPTED BY: DATE:
TITLE:

+/- 29'-1" TOP OF SILL TO PEAK

8'-0" 2ND FLOOR CEILING HEIGHT

2ND FLOOR FLOOR

8'-0" 1ST FLOOR CEILING HEIGHT

1ST FLOOR FLOOR
TOP OF SILL
GRADE

RIDGE VENT

10'
TYP

FINISHED GRADE VARIES

REAR ELEVATION

RIDGE VENT

12
5

10'
TYP

FINISHED GRADE VARIES

LEFT ELEVATION

RIDGE VENT

12
5

10'
TYP

FINISHED GRADE VARIES

RIGHT ELEVATION

NOTES:

1. ITEMS SHOWN ON THE EXTERIOR ELEVATION DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045

CHAMPION
MODULAR

BRAND:

excel
HOMES

BUILDER:

1983 COMPLANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS-6 PLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44705
2-STORY 6 PLEX

TITLE:

ELEVATIONS

DRAWN BY:BM

DATE:10-06-23

SCALE:N.T.S.

FILENAME:44816 PD

PD

SHEET:

ELEVATIONS

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BUILDER / OWNER SIGNATURES:

ACCEPTED BY:

DATE:

TITLE:

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPLANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS-6 PLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44705
2-STORY 6 PLEX

TITLE:

FIRST FLOOR
FLOOR PLAN

DRAWN BY:BM

DATE:10-06-23

SCALE:N.T.S.

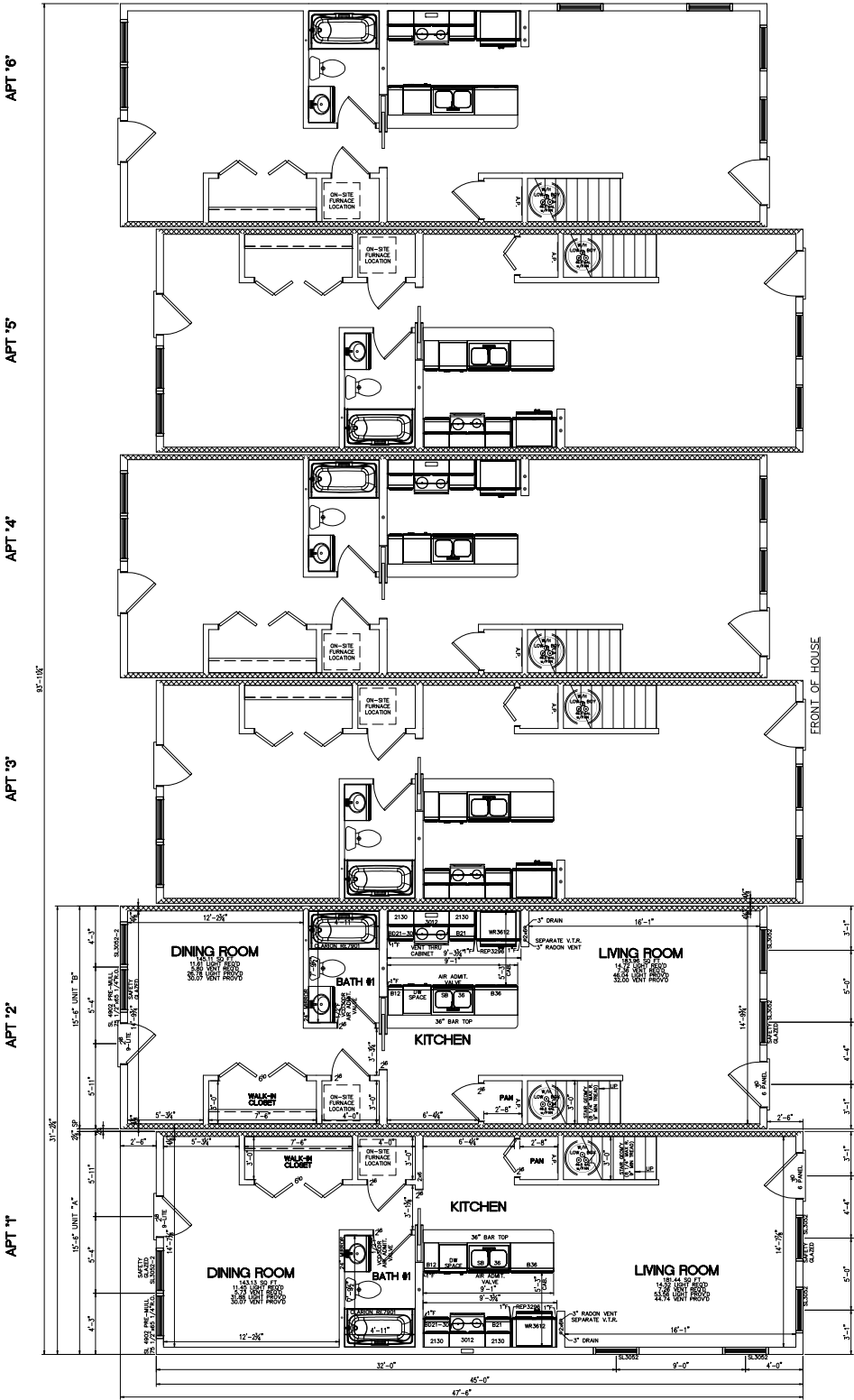
FILENAME:44816 PD

PD

SHEET:

1ST FLR (1)

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NOTES:
1. 2x6 EXT WALLS @ 16" O.C./2x4 MARR WALLS @ 16" O.C. (EXCEPT AS NOTED)
2. 8'-0" CLG HT.
3. 2x10 SPF FLOOR JOISTS @ 12" O.C.
4. ROOF SYSTEM TO BE 16" O.C.
5. SIKERLINE 4500 SERIES SINGLE HUNG WINDOWS
6. BASED ON 115 MILE MPH WIND LOAD & EXPOSURE "B"
7. SITE LOCATION (REQUIRE: 40' ANTI-COLLISION DISTANCE FROM GROUND SNOW LOAD
8. INTERIOR SIDE (1) LAYER 5/8" TYPE "A" GYPSUM APPLIED PARALLEL WITH OR AT
RIGHT ANGLES TO 2x4 STUDS, 2" O.C. (MAX.) WITH 6d COATED NAILS 12" O.C. LONG,
0.015" SHANK, 1/4" HEADS 2" O.C. JOISTS MAY BE LEFT EXPOSED.
EXTERIOR SIDE (1) LAYER 5/8" TYPE "X" GYPSUM SHEATHING APPLIED PARALLEL
TO STUDS w/ GALV. ROOFING NAILS, 3/4" LONG, 0.130" SHANK.
9. 1" LAYER 5/8" TYPE "C" GYP. APPLIED PERPENDICULAR TO 2x6 CLG. JOISTS, ATTACH w/ 6d CEMENT
COATED NAILS (1.75" L., 0.015" SHANK, 1/4" HEAD) @ 7" O.C. (MAX.) BLOCKING @ 7'-0" (#.539)
10. 23/32" TAB AGENCY RATED SUBFLOOR APPLIED PERPENDICULAR TO FLOOR JOISTS, ATTACH
w/ CONSTRUCTION ADHESIVE AND 6d CEMENT COATED NAILS (SAME SPECS) @ 7" O.C. BLOCKING @ 7'-0" O.C. (#.539)

W8109 SEC. NOTE #8
W8109 SEC. NOTE #9
W8109 SEC. NOTE #10

BUILDER / OWNER SIGNATURES:

ACCEPTED BY:

DATE:

TITLE:



BUILDER:
1983 COMPLANY

CUSTOMER/PROJECT:
BELLAIRE LOFTS-6 PLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:
44705
2-STORY 6 PLEX

TITLE:
FIRST FLOOR
FLOOR PLAN

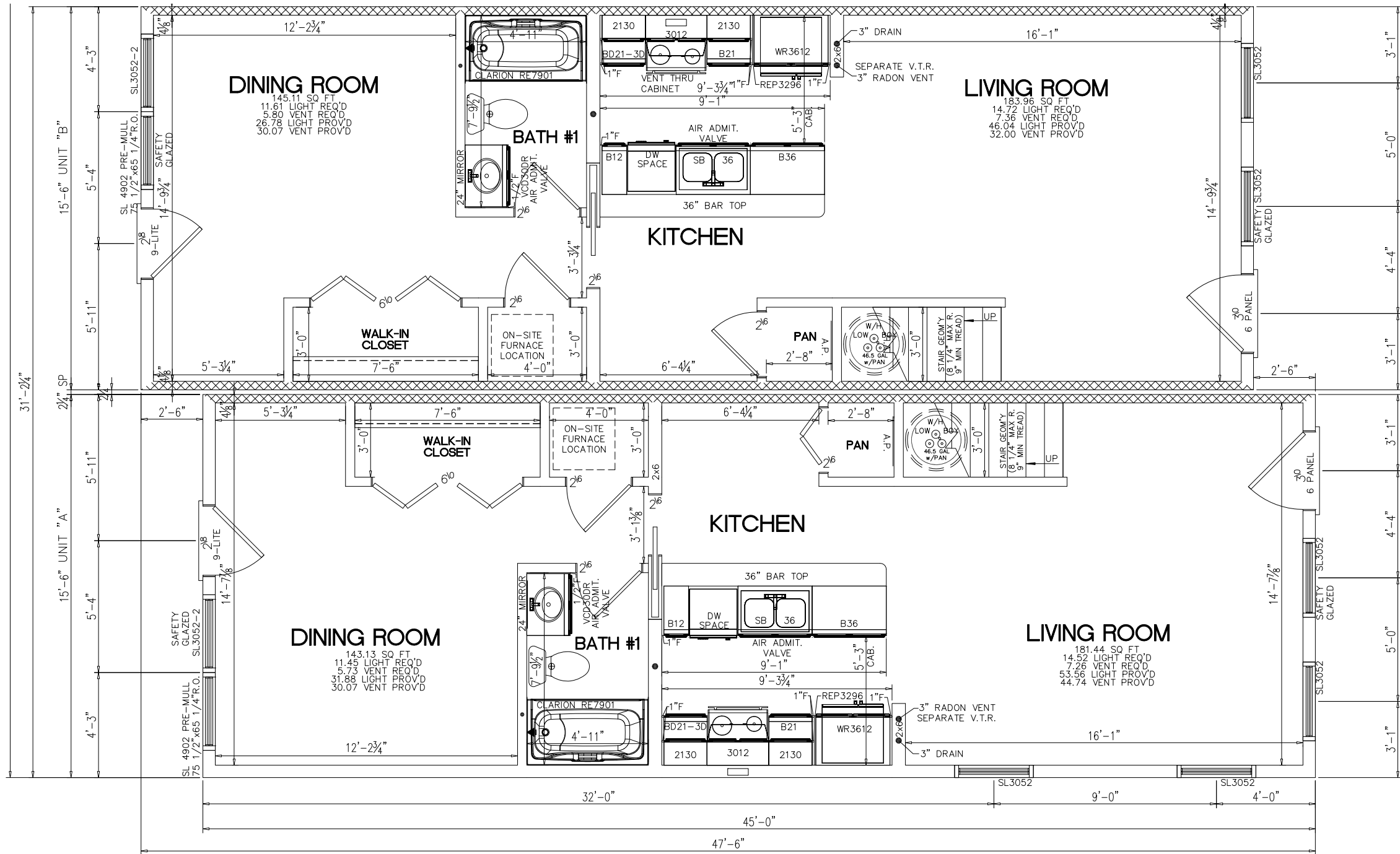
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DATE:10-06-23
SCALE:N.T.S.
FILENAME:44816 PD

SHEET:
1ST FLR(2)

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APT "2"

APT "1"



- NOTES:
- 2x6 EXT WALLS @ 16" O.C./2x4 MARR WALLS @ 16" O.C. (EXCEPT AS NOTED)
 - 8'-0" CLG HT.
 - 2x10 SPF#2 FLOOR JOISTS @ 12" O.C.
 - ROOF SYSTEM TO BE 16" O.C.
 - SILVERLINE 4900 SERIES SINGLE HUNG WINDOWS
 - BASED ON 115 VULT MPH WIND LOAD & EXPOSURE "-"
 - SITE LOCATION: BELLAIRE, MI; ANTRIM COUNTY; 60 PSF GROUND SNOW LOAD
 - INTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM APPLIED PARALLEL WITH OR AT RIGHT ANGLES TO 2x4 STUDS, 24"O.C. (MAX.) WITH 6d COATED NAILS 1 7/8" LONG, 0.0915" SHANK, 1/4" HEADS 7"O.C. JOINTS MAY BE LEFT EXPOSED.
EXTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM SHEATHING APPLIED PARALLEL TO STUDS w/ GALV. ROOFING NAILS, 1 3/4" LONG, 0.120" SHANK, 7"O.C. IN FIELD AND TOP AND BOTTOM PLATES, 4"O.C. PERIMETER. (LOAD BEARING) (WP8105)
 - 1 LAYER 5/8" TYPE "C" GYP. APPLIED PERPENDICULAR TO 2x6 CLG. JOISTS, ATTACH w/6d CEMENT COATED NAILS (1 7/8"L., 0.0915"D. SHANK, 1/4"D. HEAD) @ 7" O.C., INST BLOCKING @ 7'-0" (#L539)
 - 23/32" T&G AGENCY RATED SUBFLOOR APPLIED PERPENDICULAR TO FLOOR JOISTS, ATTACH w/CONSTRUCTION ADHESIVE AND 6d CEMENT COATED NAILS (SAME SPECS) @ 7" O.C.; BLOCKING @ 7'-0" O.C. (#L539)

WP8105 SEE NOTE #8
L539 CEILING ASSEMBLY
THRU OUT SEE NOTE #9
L539 FLOOR ASSEMBLY
THRU OUT SEE NOTE #10

BUILDER / OWNER SIGNATURES:	
ACCEPTED BY:	DATE:
TITLE:	

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPLANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS-6 PLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44705
2-STORY 6 PLEX

TITLE:

SECOND FLOOR
FLOOR PLAN

DRAWN BY:BM

DATE:10-06-23

SCALE:N.T.S.

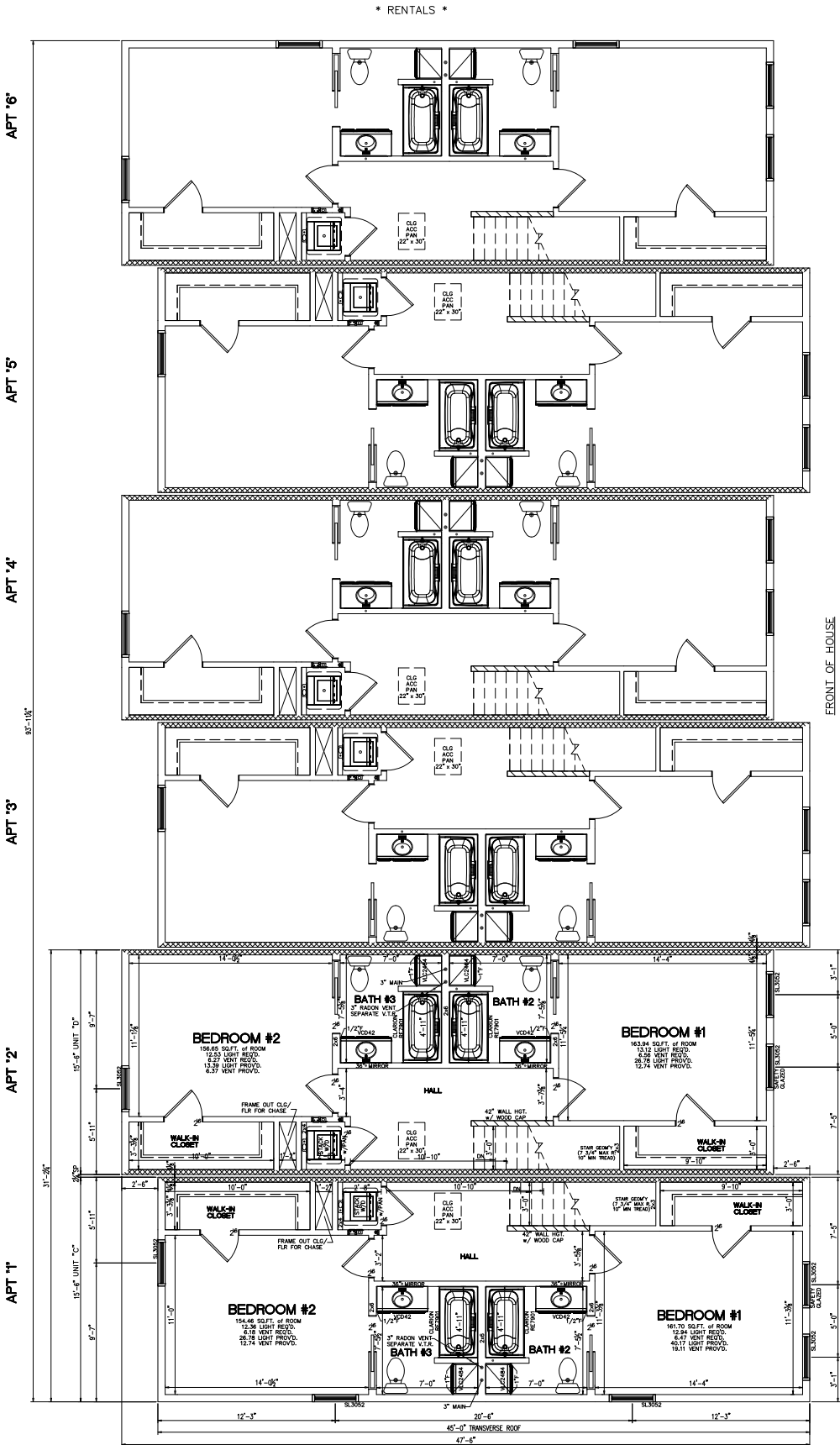
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PD

SHEET:

2ND FLR(1)

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- NOTES:
- 2x6 EXT WALLS @ 16" O.C./2x4 MARR WALLS @ 16" O.C. (EXCEPT AS NOTED)
 - 8'-0" CLO HT
 - 2x10 SPP#2 FLOOR JOISTS @ 12" O.C.
 - ROOF SYSTEM TO BE 18" O.S.
 - SILVERLINE 4900 SERIES SINGLE HUNG WINDOWS
 - INTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM APPLIED PARALLEL WITH OR AT RIGHT ANGLES TO 2x4 STUDS, 24" O.C. (MAX.) WITH 64 COATED NAILS 1 7/8" LONG, 0.0915" SHANK, 1/4" HEADS 7" O.C. JOINTS MAY BE LEFT EXPOSED.
 - EXTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM SHEATHING APPLIED PARALLEL TO STUDS w/ GALV. ROOFING NAILS, 1 3/4" LONG, 0.120" SHANK.
 - 7" O.C. IN FIELD AND TOP AND BOTTOM FLATES. O.C. PERIMETER (LOAD BEARING) (WP8105).
 - 1 LAYER 5/8" TYPE "X" GYP. APPLIED PERPENDICULAR TO 2x6 CLO. JOISTS, ATTACH w/ 6d CEMENT COATED NAILS (1 7/8" L., 0.0915" SHANK, 1/4" HEAD) @ 7" O.C. INET BLOCKING @ 7'-0" (R.539)
 - 25/32" TAG AGENCY RATED SUBFLOOR APPLIED PERPENDICULAR TO FLOOR JOISTS, ATTACH w/ CONSTRUCTION ADHESIVE AND 6d CEMENT COATED NAILS (SAME SPECS) @ 7" O.C.; BLOCKING @ 7'-0" O.C. (R.539)

WP8105 SEE NOTE #6
LEAD CEILING ASSEMBLY
THRU OUT SEE NOTE #7
LEAD FLOOR ASSEMBLY
THRU OUT SEE NOTE #8

BUILDER / OWNER SIGNATURES:

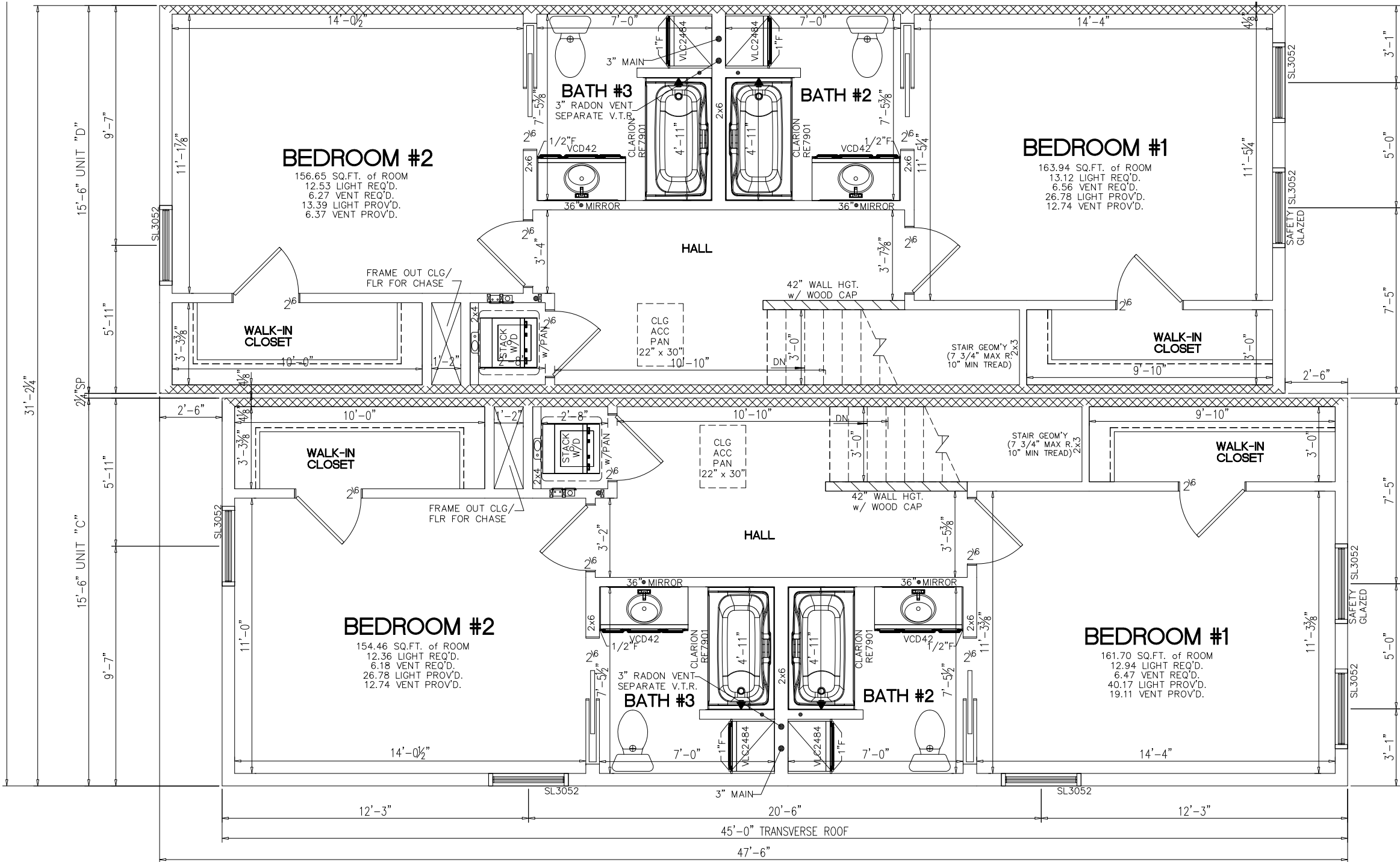
ACCEPTED BY:

DATE:

TITLE:

APT "2"

APT "1"



- NOTES:
- 2x6 EXT WALLS @ 16" O.C./2x4 MARR WALLS @ 16" O.C. (EXCEPT AS NOTED)
 - 8'-0" CLG HT.
 - 2x10 SPF#2 FLOOR JOISTS @ 12" O.C.
 - ROOF SYSTEM TO BE 16" O.C.
 - SILVERLINE 4900 SERIES SINGLE HUNG WINDOWS
 - INTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM APPLIED PARALLEL WITH OR AT RIGHT ANGLES TO 2x4 STUDS, 24"O.C. (MAX.) WITH 6d COATED NAILS 1 7/8" LONG, 0.0915" SHANK, 1/4" HEADS 7"O.C. JOINTS MAY BE LEFT EXPOSED.
EXTERIOR SIDE: (1) LAYER 5/8" TYPE "X" GYPSUM SHEATHING APPLIED PARALLEL TO STUDS w/ GALV. ROOFING NAILS, 1 3/4" LONG, 0.120" SHANK, 7"O.C. IN FIELD AND TOP AND BOTTOM PLATES, 4"O.C. PERIMETER. (LOAD BEARING) (WP8105)
 - 1 LAYER 5/8" TYPE "C" GYP. APPLIED PERPENDICULAR TO 2x6 CLG. JOISTS, ATTACH w/6d CEMENT COATED NAILS (1 7/8"L., 0.0915"D. SHANK, 1/4"D. HEAD) @ 7" O.C., INST BLOCKING @ 7'-0" (#L539)
 - 23/32" T&G AGENCY RATED SUBFLOOR APPLIED PERPENDICULAR TO FLOOR JOISTS, ATTACH w/CONSTRUCTION ADHESIVE AND 6d CEMENT COATED NAILS (SAME SPECS) @ 7" O.C.; BLOCKING @ 7'-0" O.C. (#L539)

WP8105 SEE NOTE #6
L539 CEILING ASSEMBLY THRU OUT SEE NOTE #7
L539 FLOOR ASSEMBLY THRU OUT SEE NOTE #8

BUILDER / OWNER SIGNATURES:

ACCEPTED BY:	DATE:
TITLE:	

Champion Factory 041
Champion Modular, Inc.
10642 S. Susquehanna Trail
Liverpool, PA 17045

CHAMPION
MODULAR

BRAND:



BUILDER:

1983 COMPLANY

CUSTOMER/PROJECT:

BELLAIRE LOFTS-6 PLEX

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

44705
2-STORY 6 PLEX

TITLE:

SECOND FLOOR
FLOOR PLAN

DRAWN BY:BM

DATE:10-06-23

SCALE:N.T.S.

FILENAME:44816 PD

PD

SHEET:

2ND FLR (2)

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Tables

Act 381 Work Plan

Table 1 – Summary of Eligible Activities

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities	\$12,300	2023
<i>Phase I Environmental Site Assessment</i>	\$3,550	
<i>Phase II Environmental Site Assessment</i>	\$8,750	
EGLE Eligible Activities Subtotal	\$12,300	
Contingency (0%)	\$0	
Interest (0%)	\$0	
EGLE Eligible Activities Total Costs	\$12,300	

MSHDA Eligible Activities Costs and Schedule

MSHDA Eligible Activities	Cost	Completion Season/Year
Site Preparation	\$180,750	2023–2024
<i>Land Balancing, Grading, Clearing and Grubbing, and Compaction</i>	\$160,000	
<i>Temporary Facility</i>	\$2,250	
<i>Temporary Site Control</i>	\$10,000	
<i>Soft Costs</i>	\$8,500	
Development of Housing Financing Gap	\$9,714,483	2024-2054
<i>Development of Housing Financing Gap</i>	\$9,714,483	
Brownfield Plan/Act 381 Work Plan	\$78,000	2023–2024
<i>Brownfield Plan Review and Approval</i>	\$10,000	
<i>Brownfield Plan Preparation</i>	\$8,000	
<i>Work Plan Preparation</i>	\$10,000	
<i>Brownfield Plan and/or Work Plan Implementation</i>	\$50,000	
MSHDA Eligible Activities Subtotal	\$9,973,233	
Contingency (0%)	\$0	
Interest (0%)	\$0	
MSHDA Eligible Activities Total Costs	\$9,973,233	

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Authority Administration Fee (5%)	\$290,109	
Local Only Eligible Activities Subtotal	\$290,109	
Contingency (0%)	\$0	
Interest (0%)	\$0	
Local Only Eligible Activities Total Costs	\$290,109	

012 Bellaire Highway
Bellaire, Michigan
October 2023

Total Tax Incremental Revenue (TIR) Available for Capture		\$	309,628	\$	312,746	\$	315,866	\$	318,976	\$	322,280	\$	325,534	\$	328,811	\$	332,123	\$	335,464	\$	338,841	\$	342,251	\$	345,696	\$	349,174	\$	352,688	\$	356,237	\$	359,821	\$	363,441	\$	367,098	\$	370,790	\$	374,520	\$	378,287	\$	382,082	\$	385,905	\$	389,816	\$	393,736	\$	397,686	\$	401,694	\$	405,733	\$	409,813	\$	413,933	\$	418,054
NOTES:																																																															
Mileages are 2022 Summer and Winter																																																															

Tax Incremental Revenue Capture Estimates Table 3

Bellair Lefts
6612 Bellair Highway
Bellair, Michigan
October 2023

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	46.2%	\$ 4,611,386	\$ -	\$ 4,611,386
Local	53.8%	\$ 5,374,147	\$ -	\$ 5,374,147
TOTAL				
EGLE	0.12%	\$ 12,300	\$ -	\$ 12,300
MEIC	0.00%	\$ -	\$ -	\$ -
MSHDA	99.88%	\$ 9,973,233	\$ -	\$ 9,973,233

Estimated Total
Years of Plan: 30

Estimated Capture	\$ 9,985,533
Administrative Fees	\$ 290,109
State Brownfield Redevelopment Fund	\$ 505,216
Local Brownfield Revolving Fund	\$ -

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
Total State Incremental Revenue	\$	142,988	\$	144,428	\$	145,883	\$	147,352	\$	148,835	\$	150,334	\$	151,847	\$	153,376	\$	154,920	\$	156,479	\$	158,054	\$	159,644	\$	161,251	\$	162,874	\$	164,513	\$	166,168	\$	167,840	\$	169,528	\$	171,233	\$	172,956	\$	174,696	\$	176,453	\$	178,227	\$	180,020	\$	181,830	\$	183,658	\$	185,505	\$	187,370	\$	189,254	\$	191,157	\$	4,978,672																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
State Brownfield Redevelopment Fund (50% of SET)	\$	17,874	\$	18,054	\$	18,235	\$	18,419	\$	18,604	\$	18,792	\$	18,983	\$	19,177	\$	19,380	\$	19,587	\$	19,796	\$	20,008	\$	20,224	\$	20,443	\$	20,665	\$	20,890	\$	21,118	\$	21,349	\$	21,583	\$	21,820	\$	22,057	\$	22,298	\$	22,542	\$	22,789	\$	23,039	\$	23,291	\$	23,545	\$	23,801	\$	24,059	\$	24,319	\$	24,581	\$	24,845	\$	25,111	\$	25,378	\$	25,646	\$	25,915	\$	26,186	\$	26,458	\$	26,731	\$	27,006	\$	27,282	\$	27,559	\$	27,837	\$	28,116	\$	28,396	\$	28,677	\$	28,959	\$	29,242	\$	29,526	\$	29,811	\$	30,097	\$	30,384	\$	30,672	\$	30,961	\$	31,251	\$	31,542	\$	31,834	\$	32,127	\$	32,421	\$	32,716	\$	33,012	\$	33,309	\$	33,607	\$	33,906	\$	34,206	\$	34,507	\$	34,809	\$	35,112	\$	35,416	\$	35,721	\$	36,027	\$	36,334	\$	36,642	\$	36,951	\$	37,261	\$	37,572	\$	37,884	\$	38,197	\$	38,511	\$	38,826	\$	39,142	\$	39,459	\$	39,777	\$	40,096	\$	40,416	\$	40,737	\$	41,059	\$	41,382	\$	41,706	\$	42,031	\$	42,357	\$	42,684	\$	43,012	\$	43,341	\$	43,671	\$	44,002	\$	44,334	\$	44,667	\$	45,001	\$	45,336	\$	45,672	\$	46,009	\$	46,347	\$	46,686	\$	47,026	\$	47,367	\$	47,709	\$	48,052	\$	48,396	\$	48,741	\$	49,087	\$	49,434	\$	49,782	\$	50,131	\$	50,481	\$	50,832	\$	51,184	\$	51,537	\$	51,891	\$	52,246	\$	52,602	\$	52,959	\$	53,317	\$	53,676	\$	54,036	\$	54,397	\$	54,759	\$	55,122	\$	55,486	\$	55,851	\$	56,217	\$	56,584	\$	56,952	\$	57,321	\$	57,691	\$	58,062	\$	58,434	\$	58,807	\$	59,181	\$	59,556	\$	59,932	\$	60,309	\$	60,687	\$	61,066	\$	61,446	\$	61,827	\$	62,209	\$	62,592	\$	62,976	\$	63,361	\$	63,747	\$	64,134	\$	64,522	\$	64,911	\$	65,301	\$	65,692	\$	66,084	\$	66,477	\$	66,871	\$	67,266	\$	67,662	\$	68,059	\$	68,457	\$	68,856	\$	69,256	\$	69,657	\$	70,059	\$	70,462	\$	70,866	\$	71,271	\$	71,677	\$	72,084	\$	72,492	\$	72,901	\$	73,311	\$	73,722	\$	74,134	\$	74,547	\$	74,961	\$	75,376	\$	75,792	\$	76,209	\$	76,627	\$	77,046	\$	77,466	\$	77,887	\$	78,309	\$	78,732	\$	79,156	\$	79,581	\$	79,957	\$	80,384	\$	80,811	\$	81,238	\$	81,665	\$	82,092	\$	82,519	\$	82,946	\$	83,373	\$	83,800	\$	84,227	\$	84,654	\$	85,081	\$	85,508	\$	85,935	\$	86,362	\$	86,789	\$	87,216	\$	87,643	\$	88,070	\$	88,497	\$	88,924	\$	89,351	\$	89,778	\$	90,205	\$	90,632	\$	91,059	\$	91,486	\$	91,913	\$	92,340	\$	92,767	\$	93,194	\$	93,621	\$	94,048	\$	94,475	\$	94,902	\$	95,329	\$	95,756	\$	96,183	\$	96,610	\$	97,037	\$	97,464	\$	97,891	\$	98,318	\$	98,745	\$	99,172	\$	99,599	\$	100,026	\$	100,453	\$	100,880	\$	101,307	\$	101,734	\$	102,161	\$	102,588	\$	103,015	\$	103,442	\$	103,869	\$	104,296	\$	104,723	\$	105,150	\$	105,577	\$	106,004	\$	106,431	\$	106,858	\$	107,285	\$	107,712	\$	108,139	\$	108,566	\$	108,993	\$	109,420	\$	109,847	\$	110,274	\$	110,701	\$	111,128	\$	111,555	\$	111,982	\$	112,409	\$	112,836	\$	113,263	\$	113,690	\$	114,117	\$	114,544	\$	114,971	\$	115,398	\$	115,825	\$	116,252	\$	116,679	\$	117,106	\$	117,533	\$	117,960	\$	118,387	\$	118,814	\$	119,241	\$	119,668	\$	120,095	\$	120,522	\$	120,949	\$	121,376	\$	121,803	\$	122,230	\$	122,657	\$	123,084	\$	123,511	\$	123,938	\$	124,365	\$	124,792	\$	125,219	\$	125,646	\$	126,073	\$	126,500	\$	126,927	\$	127,354	\$	127,781	\$	128,208	\$	128,635	\$	129,062	\$	129,489	\$	129,916	\$	130,343	\$	130,770	\$	131,197	\$	131,624	\$	132,051	\$	132,478	\$	132,905	\$	133,332	\$	133,759	\$	134,186	\$	134,613	\$	135,040	\$	135,467	\$	135,894	\$	136,321	\$	136,748	\$	137,175	\$	137,602	\$	138,029	\$	138,456	\$	138,883	\$	139,310	\$	139,737	\$	140,164	\$	140,591	\$	141,018	\$	141,445	\$	141,872	\$	142,299	\$	142,726	\$	143,153	\$	143,580	\$	144,007	\$	144,434	\$	144,861	\$	145,288	\$	145,715	\$	146,142	\$	146,569	\$	146,996	\$	147,423	\$	147,850	\$	148,277	\$	148,704	\$	149,131	\$	149,558	\$	149,985	\$	150,412	\$	150,839	\$	151,266	\$	151,693	\$	152,120	\$	152,547	\$	152,974	\$	153,401	\$	153,828	\$	154,255	\$	154,682	\$	155,109	\$	155,536	\$	155,963	\$	156,390	\$	156,817	\$	157,244	\$	157,671	\$	158,098	\$	158,525	\$	158,952	\$	159,379	\$	159,806	\$	160,233	\$	160,660	\$	161,087	\$	161,514	\$	161,941	\$	162,368	\$	162,795	\$	163,222	\$	163,649	\$	164,076	\$	164,503	\$	164,930	\$	165,357	\$	165,784	\$	166,211	\$	166,638	\$	167,065	\$	167,492	\$	167,919	\$	168,346	\$	168,773	\$	169,200	\$	169,627	\$	170,054	\$	170,481	\$	170,908	\$	171,335	\$	171,762	\$	172,189	\$	172,616	\$	173,043	\$	173,470	\$	173,897	\$	174,324	\$	174,751	\$	175,178	\$	175,605	\$	176,032	\$	176,459	\$	176,886	\$	177,313	\$	177,740	\$	178,167	\$	178,594	\$	179,021	\$	179,448	\$	179,875	\$	180,302	\$	180,729	\$	181,156	\$	181,583	\$	182,010	\$	182,437	\$	182,864	\$	183,291	\$	183,718	\$	184,145	\$	184,572	\$	185,000	\$	185,427	\$	185,854	\$	186,281	\$	186,708	\$	187,135	\$	187,562	\$	187,989	\$	188,416	\$	188,843	\$	189,270	\$	189,697	\$	190,124	\$	190,551	\$	190,978	\$	191,405	\$	191,832	\$	192,259	\$	192,686	\$	193,113	\$	193,540	\$	193,967	\$	194,394	\$	194,821	\$	195,248	\$	195,675	\$	196,102	\$	196,529	\$	196,956	\$	197,383	\$	197,810	\$	198,237	\$	198,664	\$	199,091	\$	199,518	\$	199,945	\$	200,372	\$	200,799	\$	201,226	\$	201,653	\$	202,080	\$	202,507	\$	202,934	\$	203,361	\$	203,788	\$	204,215	\$	204,642	\$	205,069	\$	205,496	\$	205,923	\$	206,350	\$	206,777	\$	207,204	\$	207,631	\$	208,058	\$	208,485	\$	208,912	\$	209,339	\$	209,766	\$	210,193	\$	210,620	\$	211,047	\$	211,474	\$	211,901	\$	212,328	\$	212,755	\$	213,182	\$	213,609	\$	214,036	\$	214,463	\$	214,890	\$	215,317	\$	215,744	\$	216,171	\$	216,598	\$	217,025	\$	217,452	\$	217,879	\$	218,306	\$	218,733	\$	219,160	\$	219,587	\$	220,014	\$	220,441	\$	220,868	\$	221,295	\$	221,722	\$	222,149	\$	222,576	\$	223,003	\$	223,430	\$	223,857	\$	224,284	\$	224,711	\$	225,138	\$	225,565	\$	225,992	\$	226,419	\$	226,846	\$	227,273	\$	227,700	\$	228,127	\$	228,554	\$	228,981	\$	229,408	\$	229,835	\$	230,262	\$	230,689	\$	231,116	\$	231,543	\$	231,970	\$	232,397	\$	232,824	\$	233,251	\$	233,678	\$	234,105	\$	234,532	\$	234,959	\$	235,386	\$	235,813	\$	236,240	\$	236,667	\$	237,094	\$	237,521	\$	237,948	\$	238,375	\$	238,802	\$	239,229	\$	239,656	\$	240,083	\$	240,510	\$	240,937	\$	241,364	\$	241,791	\$	242,218	\$	242,645	\$	243,072	\$	243,499	\$	243,926	\$	244,353	\$	244,780	\$	245,207	\$	245,634	\$	246,061	\$	246,488	\$	246,915	\$	247,342	\$	247,769	\$	248,196	\$	248,623	\$	249,050	\$	249,477	\$	249,904	\$	250,331	\$	250,758	\$	251,185	\$	251,612	\$	252,039	\$	252,466	\$	252,893	\$	253,320	\$	253,747	\$	254,174	\$	254,601	\$	255,028	\$	255,455	\$	255,882	\$	256,309	\$	256,736	\$	257,163	\$	257,590	\$	258,017	\$	258,444	\$	258,871	\$	259,298	\$	259,725	\$	260,152	\$	260,579	\$	261,006	\$	261,433	\$	261,860	\$	262,287	\$	262,714	\$	263,141	\$	263,568	\$	263,995	\$	264,422	\$	264,849	\$	265,276	\$	265,703	\$	266,130	\$	266,557	\$	266,984	\$	267,411	\$	267,838	\$	268,265	\$	268,692	\$	269,119	\$	269,546	\$	269,973	\$	270,400	\$	270,827	\$	271,254	\$	271,681	\$	272,108	\$	272,535	\$	272,962	\$	273,389	\$	273,816	\$	274,243	\$	274,670	\$	275,097	\$	275,524	\$	275,951	\$	276,378	\$	276,805	\$	277,232	\$	277,659	\$	278,086	\$	278,513	\$	278,940	\$	2

Appendix 1

Act 381 Work Plan



Act 381 Brownfield Plan

Bellaire Lofts
6612 Bellaire Highway
Bellaire, Michigan

Antrim County Brownfield Redevelopment Authority

Project No. 231374
October 26, 2023

Act 381 Brownfield Plan

**Bellaire Lofts
6612 Bellaire Highway
Bellaire, Michigan 49615**

**Prepared For:
Antrim County Brownfield Redevelopment Authority
Bellaire, Michigan**

**October 26, 2023
Project No. 231374**

**Recommended for Approval by the Brownfield Redevelopment Authority on: November 14, 2023
Supported by the Village of Bellaire on: November 1, 2023
Concurrence by Forest Home Township on: November 2, 2023
Adopted by the County Board of Commissioners on: December 7, 2024**

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List of Abbreviations/Acronyms

AMI	Area Median Income
EGLE	Michigan Department of Environment, Great Lakes, and Energy
LBRF	Local Brownfield Revolving Fund
MSHDA	Michigan State Housing Development Authority
TIF	tax increment financing

1.0 Introduction

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed project will facilitate the redevelopment of a 19-acre former gravel pit currently occupied by two small utility buildings. The property will be redeveloped into townhomes for Antrim County's workforce. The 1983 Company, the project developer, has a successful track record of boutique hotels in Michigan (including The Spillway in Bellaire) and understands the housing pressures on small northern Michigan communities. Businesses cannot succeed unless they have employees, and employees need homes.

The 1983 Company will construct 50 townhomes for rent. Forty-eight of the 50 townhomes will be built with private, secure bedroom/full bathroom suites for families or roommates. Roommates would share a kitchen and living room; families would have an ordinary two- or three-bedroom townhome with three full baths. The flexible building design includes a space that can be used either as a dining room or a third suite. The project will include a total of 144 suites. Two first-floor, one-bedroom apartments will be designed for people with physical disabilities. Bellaire Lofts will be targeted towards individuals and families earning 60% to 120% of Antrim's Area Median Income (AMI). Rents will range from \$825 for a single suite in a townhome to \$2,400 for a full two- to three-bedroom, three-bath townhome. Modular construction will allow the townhomes to be constructed offsite during the winter months and shipped to Bellaire in the spring, with occupancy planned for late spring/early summer 2024.

This plan helps to offset the cost gap associated with the development by reimbursing the developer for eligible activities with the new tax increment generated by the project. The reimbursement over a period of 30 years will keep rents below market rates for the full 30-year term of the plan. The subsidy is paid from new taxes created by the project. The State of Michigan will contribute 46.2% of the reimbursement for eligible activities. The remaining 53.8% will be shared by the Village of Bellaire, Forest Home Township, Antrim County, and other taxing jurisdictions. The total capital investment for the project is expected to be more than \$17 million. The project is intended to start construction at the end of 2023 and be completed by late spring or early summer 2024.

This project serves an important public purpose in Antrim County and the Village of Bellaire. It will result in significant capital investment into the community and, most importantly, create middle income housing in a community where quality year-round housing for the local workforce is scarce. The county's employment opportunities are growing, but they are impeded by housing availability. Regional housing advocacy nonprofit Housing North estimated this year that Antrim County needs 300 rental units for households earning at or below 120% of Antrim's AMI—exactly the market for Bellaire Lofts homes. Filling some of that need will help Antrim's employers fill jobs with qualified workers who can secure housing within easy commuting distance of their workplaces.

1.2 Eligible Property Information

Parcel ID No.: 05-46-124-019-00

Address: 6612 Bellaire Highway, Bellaire, Michigan

Size: Approximately 19 acres

Basis of Eligibility

The property qualifies as "eligible property" under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended ("Act 381"), on the basis of meeting the definition of a "Housing Property" in Section 2(p)(ii). According to Section 2(o)(ii), the Housing Property must be "located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan."

1. **Specific Housing Need: Rentals in Antrim County.** About 13% of Antrim County’s households live in rented homes. Housing North estimates that 321 long-term rental units are needed in Antrim County, almost 300 of which are needed by households at or below 120% of Antrim’s AMI. The cost and supply of rental housing are Antrim County’s primary housing issues.
 - According to a 2023 study by Housing North, more than 36% of renters are housing cost burdened (i.e., their rent exceeds 30% of their income). More than 14% of renters are severely cost burdened and pay more than 50% of their income for housing. A summary of Housing North’s Housing Needs Assessment is presented in Appendix 6.
 - Antrim County has the highest percentage of vacant housing units in Housing North’s 10-county region. The long-term rental vacancy rate in Antrim County is currently 0% according to Housing North—yet 42.8% of housing units are vacant, representing seasonal occupancy, short-term rentals, and abandoned housing units.
 - Antrim County’s housing stock is aging, especially rental homes. Forty-two percent of Antrim’s rental units were built prior to 1970.

The Michigan State Housing Development Authority’s (MSHDA) Northwest Housing Partnership D includes Antrim County. While MSHDA’s Partnership D Data Document does not address Bellaire’s housing needs specifically, Bellaire is typical of the second market group, the areas surrounding Traverse City. MSHDA states that in Housing Partnership D, “market vacancies declined sharply over the last five years, and rents have shot up as a result.” The Partnership D Data Document indicates a 0% vacancy rate for renters in its region. MSHDA’s gap numbers differ from Housing North’s, and since Housing North’s are specific to Antrim County, their housing units needed data has been used in the table below instead of MSHDA’s.

Bellaire Lofts will be affordable according to MSHDA guidelines for individuals and families from 60% to 120% of Area Median Incomes, for which the estimated demand is nearly 180 units.

Housing Units Needed by Area Median Household Income Level
(Housing North Housing Needs Assessment, 2023)

50% AMI or below	51–80% AMI	81–120% AMI	121% or more AMI	Total number of units needed
114	114	66	27	321 (294 for AMI at or below 120%)

2. **Job Growth Data:** Both seasonal and year-round employment have grown in the last three years. According to the Bureau of Labor Statistics, jobs in Antrim County jumped by nearly 300 from 2021 to 2022, and almost 100 the previous year. Growth over a 10-year period was about 1%, from 8,879 jobs in 2013 to 9,105 jobs in 2023. Antrim County is not quite back to pre-pandemic job levels, but the number of jobs has increased three years in a row and on average over the past 10 years. Likewise, people in the labor force fell during the pandemic and are moving back toward pre-pandemic levels.

Jobs and Labor Force Growth 2018–2022
(Bureau of Labor Statistics, annual reports)

Labor force in 2022	10,102	Jobs in 2022	9,513
Labor force in 2021	9,888	Jobs in 2021	9,204
Labor force in 2020	10,156	Jobs in 2020	9,129
Labor force in 2019	10,328	Jobs in 2019	9,791
Labor force in 2018	10,077	Jobs in 2018	9,506

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by The 1983 Company. Local and state tax increment revenues will be captured for reimbursement, following approval of this Brownfield Plan and a MSHDA Act 381 Work Plan. Eligible activities must benefit “income qualified households,” defined in Act 381 Section 2(z) as “a person, a family, or unrelated persons living together, whose annual household income is not more than 120% of the area median income.”

The total cost of eligible activities is anticipated to be \$9,985,533. The estimated cost of all eligible activities under this plan is summarized in Table 1. Authority administrative and implementation costs are anticipated to be up to \$290,109. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$0.

2.1.1 Site Assessment and Baseline Environmental Assessment Activities

Eligible costs for reimbursement include Pre-Approved Activities: A Phase I Environmental Site Assessment (\$3,550), Phase II Environmental Site Assessment (\$8,750). Phase II Environmental Site Assessment sampling did not show contamination, so a Baseline Environmental Assessment is not required. Pre-Approved Activities are statutorily eligible for reimbursement with both school and non-school tax increment revenues.

2.1.2 Site Preparation

Act 381 Section 2(x)(iii) permits reimbursement from tax increment revenues for “costs of . . . site preparation, to the extent necessary to accommodate an income qualified . . . renting household.” Site preparation activities are anticipated in the subject project area and include land balancing, grading, clearing and grubbing, and compaction, totaling \$160,000. Additional site preparation activities include a temporary facility (\$2,250), temporary site control (\$10,000), and associated soft costs (\$8,500). The total cost of site preparation activities is anticipated to be \$180,750.

2.1.3 Development of Housing Financing Gap

Act 381 Section 2(x)(iv) permits reimbursement from tax increment revenues “to fill a financing gap associated with the development of housing units priced for income qualified households.” The Bellaire Lofts project includes 144 one-bedroom/full-bath suites marketed at a \$825 monthly unit rent (or \$2,400 for a family) and two ADA-compliant, one-bedroom units marketed at \$1,625 per month. While the monthly rents are about comparable to other local rents, the cost of new construction will not permit rents at these rates without a housing construction subsidy.

The formula provided by MSHDA for determining the housing gap results in a gap amount that far exceeds available tax increment financing (TIF) revenues. The 1983 Company instead proposes to capture the available tax increment for a period of 30 years and will keep rents within MSHDA’s allowable range for households at or below 120% of the Area Median Income for the duration of the Brownfield Plan’s developer reimbursement.

Based on the project’s construction costs, maintenance, and management of the development:

- With the anticipated TIF reimbursement, rents could be as low as \$825 per person (with the exception of the two apartments configured for people with disabilities).
- Without TIF, which would also void a MSHDA grant for the project, rent would be \$1,225 or more per person. Housing North’s Market Study for Antrim County and area incomes does not support this higher rent cost.

The rent reduction of \$400 per person is wholly dependent on TIF revenues and other incentives leveraged by TIF revenues, including a \$1.9 million MSHDA grant.

The project will have 144 suites. Assuming one person per suite:

- \$400 per month subsidy x 144 people = \$57,600 per month difference in revenues
- \$691,200 difference per year in revenues
- \$20,736,000 difference in revenues over the 30 years in the Brownfield Plan

The proposed maximum TIF capture in the plan will subsidize the rent for each resident at a rate of about \$2,300 per year, or \$172 per month per person. The anticipated MSHDA grant will further reduce the revenue shortfall to about \$400 per person per month.

All project financing, both private lenders and the MSHDA grant, depends on 30 years of TIF to help make project financing payments. At \$825 per person rent, revenues are not enough to cover operating costs and construction loan payments. Without the TIF, either rents must be much higher than the local workforce can pay, or the project is not feasible.

2.1.4 Interest

Although interest is an eligible activity, it has not been included in the budget.

2.1.5 Brownfield Plan/Work Plan Preparation

The Antrim County Brownfield Redevelopment Authority's cost for review and processing of this Brownfield Plan was \$10,000. Preparation of the Brownfield Plan is estimated to cost \$8,000. A MSHDA Act 381 Work Plan will be pursued, which is estimated to cost \$10,000. Brownfield Plan and/or Work Plan Implementation is anticipated and is estimated to cost \$50,000. The total cost of these activities is anticipated to be \$78,000.

2.1.6 Contingency

No contingency amount has been included in the plan.

2.1.7 Authority Administration Cost

Eligible costs incurred by the Antrim County Brownfield Redevelopment Authority are included in this plan as an eligible expense at 5% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total up to \$290,109.

2.1.8 Local Brownfield Revolving Fund

Capture for the LBRF is not anticipated.

2.2 Summary of Eligible Activities

Environmental Activities

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both school and non-school tax increment revenues. No further environmental costs are anticipated.

Housing Development Activities

Because the development is "housing property" as defined by Act 381, housing development costs defined in Section 2(o)(ii) of Act 381 can be reimbursed through a Brownfield Plan. This plan will provide for reimbursement of eligible site preparation, housing development activities, and development of the Brownfield Plan and Act 381 Work Plan costs. A MSHDA Act 381 Work Plan will be pursued, and, upon approval, these costs will be reimbursed with school and non-school tax increment revenues.

Authority Expenses

Eligible administrative costs incurred by the Antrim County Brownfield Redevelopment Authority are included in this plan as an eligible expense at a flat fee of 5% of local tax capture. These expenses will be reimbursed with local tax increment revenues only.

Contingencies

No contingency amount has been included in the plan.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial baseline taxable value will be the 2023 taxable value of \$42,156. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures real property tax increment revenues.

Project activities will be initiated as early as 2023. It is anticipated that the new construction will be completed by spring 2024. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2025.

After the construction of the project, the projected taxable value is estimated at \$6,000,000. Reimbursements will be made based on actual tax increment revenues. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). The plan also includes a flat fee of 5% of the local tax increment for administrative and operating expenses of the Antrim County Brownfield Redevelopment Authority. A summary of the estimated reimbursement schedule and the amount of capture by year and in aggregate is presented in Table 3.

Pursuant to Act 381, local debt millages and special assessments may not be captured. The Authority stands to capture \$290,109 for its administrative costs over the life of the plan. The State of Michigan will contribute an estimated \$4,473,456, or 46.2% of the projected \$9,985,533 in eligible activities.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this plan will be financed by the developer, as outlined in this plan and the accompanying development agreement. No advances from the Village or County are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2025. This plan will then remain in place for 30 years, or until the eligible activities have been fully reimbursed. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The property area subject to this plan consists of one parcel that is approximately 19 acres in size, located at 6612 Bellaire Highway in the Village of Bellaire, Michigan. The parcel ID number for the subject property is below. A map showing eligible property dimensions is attached as Figure 1.

The legal description for the parcel is as follows:

Parcel ID: 05-46-124-019-00

Legal description E 1/2 OF THE SE 1/4 OF THE SW 1/4; EXC THE S 200 FT OF THE E 300 FT THEREOF SEC 24 T30N R8W 19 A M/L

The property is located in the Village of Bellaire (the "Village"). The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a "Housing Property."

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property; thus, no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

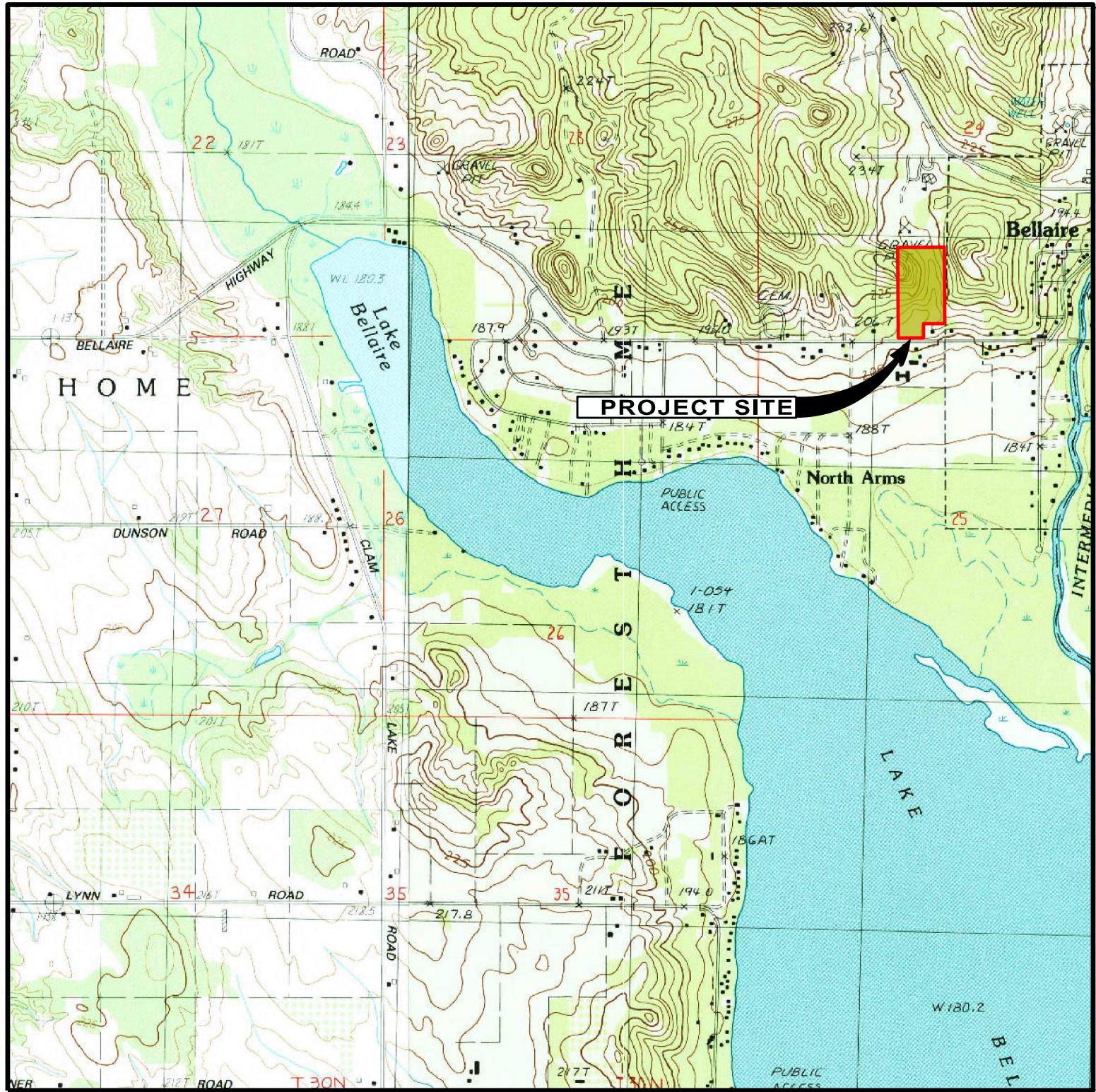
No persons reside on the eligible property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

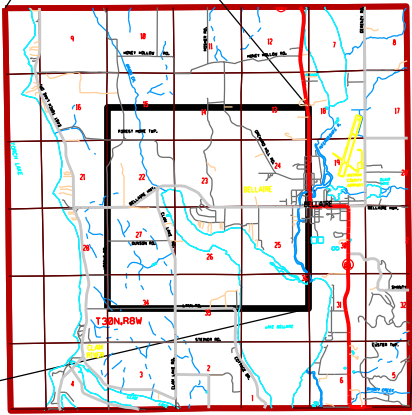
This plan helps to offset the cost of site preparation and housing development associated with the redevelopment of the subject property through reimbursement of eligible activities with the new tax increment generated by the new residential construction. The resulting project will increase workforce housing opportunities and increase the tax base of the Village.

Figures

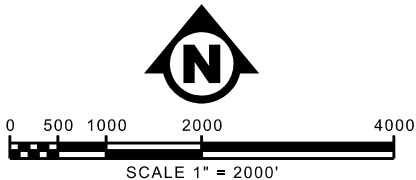
Act 381 Brownfield Plan



SOURCE: BELLAIRE, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 30 N. R. 8 W.
 VILLAGE OF BELLAIRE
 ANTRIM, MICHIGAN

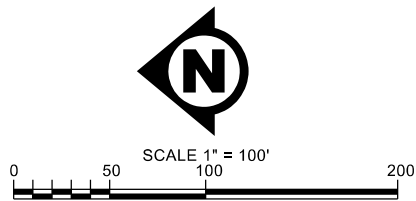


BELLAIRE LOFTS
 6612 BELLAIRE HWY
 BELLAIRE, MI 49615
LOCATION MAP

PROJECT NO.
 231374
 FIGURE No.
1



NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP
ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND
SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.



fishbeck

BELLAIRE LOFTS
6612 BELLAIRE HWY
BELLAIRE, MI 49615
SITE PLAN

PROJECT NO.
231374

FIGURE NO.

2

Tables

Act 381 Brownfield Plan

Table 1 – Summary of Eligible Activities

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities	\$12,300	2023
<i>Phase I Environmental Site Assessment</i>	\$3,550	
<i>Phase II Environmental Site Assessment</i>	\$8,750	
EGLE Eligible Activities Subtotal	\$12,300	
Contingency (0%)	\$0	
Interest (0%)	\$0	
EGLE Eligible Activities Total Costs	\$12,300	

MSHDA Eligible Activities Costs and Schedule

MSHDA Eligible Activities	Cost	Completion Season/Year
Site Preparation	\$180,750	2023–2024
<i>Land Balancing, Grading, Clearing and Grubbing, and Compaction</i>	\$160,000	
<i>Temporary Facility</i>	\$2,250	
<i>Temporary Site Control</i>	\$10,000	
<i>Soft Costs</i>	\$8,500	
Development of Housing Financing Gap	\$9,714,483	2024-2054
<i>Development of Housing Financing Gap</i>	\$9,714,483	
Brownfield Plan/Act 381 Work Plan	\$78,000	2023–2024
<i>Brownfield Plan Review and Approval</i>	\$10,000	
<i>Brownfield Plan Preparation</i>	\$8,000	
<i>Work Plan Preparation</i>	\$10,000	
<i>Brownfield Plan and/or Work Plan Implementation</i>	\$50,000	
MSHDA Eligible Activities Subtotal	\$9,973,233	
Contingency (0%)	\$0	
Interest (0%)	\$0	
MSHDA Eligible Activities Total Costs	\$9,973,233	

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Authority Administration Fee (5%)	\$290,109	
Local Only Eligible Activities Subtotal	\$290,109	
Contingency (0%)	\$0	
Interest (0%)	\$0	
Local Only Eligible Activities Total Costs	\$290,109	

Table 2 - Tax Increment Revenue Capture Estimates
Bellaire Lofts
 6612 Bellaire Highway
 Bellaire, Michigan
 October 2023

Estimated Taxable Value (TV) Increase Rate: 1%																																	
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL	
Calendar Year		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
*Base Taxable Value		\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156	\$ 42,156		
Estimated New TV		\$ 6,000,000	\$ 6,060,000	\$ 6,120,600	\$ 6,181,806	\$ 6,243,624	\$ 6,306,060	\$ 6,369,121	\$ 6,432,812	\$ 6,497,140	\$ 6,562,112	\$ 6,627,733	\$ 6,694,010	\$ 6,760,950	\$ 6,828,560	\$ 6,896,845	\$ 6,965,814	\$ 7,035,472	\$ 7,105,827	\$ 7,176,985	\$ 7,248,654	\$ 7,321,140	\$ 7,394,352	\$ 7,468,295	\$ 7,542,978	\$ 7,618,408	\$ 7,694,592	\$ 7,771,538	\$ 7,849,253	\$ 7,927,746	\$ 8,007,023		
Incremental Difference (New TV - Base TV)		\$ 5,957,844	\$ 6,017,844	\$ 6,078,444	\$ 6,139,650	\$ 6,201,468	\$ 6,263,904	\$ 6,326,965	\$ 6,390,656	\$ 6,454,984	\$ 6,519,956	\$ 6,585,577	\$ 6,651,854	\$ 6,718,794	\$ 6,786,404	\$ 6,854,689	\$ 6,923,658	\$ 6,993,316	\$ 7,063,671	\$ 7,134,729	\$ 7,206,498	\$ 7,278,984	\$ 7,352,196	\$ 7,426,139	\$ 7,500,822	\$ 7,576,252	\$ 7,652,436	\$ 7,729,382	\$ 7,807,097	\$ 7,885,500	\$ 7,964,867		
School Capture	Millage Rate																																
State Education Tax (SET)	6.0000	\$	35,747	\$ 36,107	\$ 36,471	\$ 36,838	\$ 37,209	\$ 37,583	\$ 37,962	\$ 38,344	\$ 38,730	\$ 39,120	\$ 39,513	\$ 39,911	\$ 40,313	\$ 40,718	\$ 41,128	\$ 41,542	\$ 41,960	\$ 42,382	\$ 42,808	\$ 43,239	\$ 43,674	\$ 44,113	\$ 44,557	\$ 45,005	\$ 45,458	\$ 45,915	\$ 46,376	\$ 46,843	\$ 47,314	\$ 47,789	\$ 1,244,668
School Operating Tax	18.0000	\$	107,241	\$ 108,321	\$ 109,412	\$ 110,514	\$ 111,626	\$ 112,750	\$ 113,885	\$ 115,032	\$ 116,190	\$ 117,359	\$ 118,540	\$ 119,733	\$ 120,938	\$ 122,155	\$ 123,384	\$ 124,626	\$ 125,880	\$ 127,146	\$ 128,425	\$ 129,717	\$ 131,022	\$ 132,340	\$ 133,671	\$ 135,015	\$ 136,373	\$ 137,744	\$ 139,129	\$ 140,528	\$ 141,941	\$ 143,368	
School Total	24.0000	\$	142,988	\$ 144,428	\$ 145,883	\$ 147,352	\$ 148,835	\$ 150,334	\$ 151,847	\$ 153,376	\$ 154,920	\$ 156,479	\$ 158,054	\$ 159,644	\$ 161,251	\$ 162,874	\$ 164,513	\$ 166,168	\$ 167,840	\$ 169,528	\$ 171,233	\$ 172,956	\$ 174,696	\$ 176,453	\$ 178,227	\$ 180,020	\$ 181,830	\$ 183,658	\$ 185,505	\$ 187,370	\$ 189,254	\$ 191,157	\$ 4,978,672
Local Capture	Millage Rate																																
GENERAL FUND	10.6801	\$	63,630	\$ 64,271	\$ 64,918	\$ 65,572	\$ 66,232	\$ 66,899	\$ 67,573	\$ 68,253	\$ 68,940	\$ 69,634	\$ 70,335	\$ 71,042	\$ 71,757	\$ 72,479	\$ 73,209	\$ 73,945	\$ 74,689	\$ 75,441	\$ 76,200	\$ 76,966	\$ 77,740	\$ 78,522	\$ 79,312	\$ 80,110	\$ 80,915	\$ 81,729	\$ 82,551	\$ 83,381	\$ 84,219	\$ 85,066	\$ 2,215,530
STREET FUND	3.1375	\$	18,693	\$ 18,881	\$ 19,071	\$ 19,263	\$ 19,457	\$ 19,653	\$ 19,851	\$ 20,051	\$ 20,253	\$ 20,456	\$ 20,662	\$ 20,870	\$ 21,080	\$ 21,292	\$ 21,507	\$ 21,723	\$ 21,942	\$ 22,162	\$ 22,385	\$ 22,610	\$ 22,838	\$ 23,068	\$ 23,300	\$ 23,534	\$ 23,770	\$ 24,010	\$ 24,251	\$ 24,495	\$ 24,741	\$ 24,990	\$ 650,858
COUNTY TAX	5.0500	\$	30,087	\$ 30,390	\$ 30,696	\$ 31,005	\$ 31,317	\$ 31,631	\$ 31,951	\$ 32,273	\$ 32,593	\$ 32,926	\$ 33,257	\$ 33,592	\$ 33,930	\$ 34,271	\$ 34,616	\$ 34,964	\$ 35,316	\$ 35,672	\$ 36,030	\$ 36,393	\$ 36,759	\$ 37,129	\$ 37,502	\$ 37,880	\$ 38,260	\$ 38,645	\$ 39,033	\$ 39,426	\$ 39,822	\$ 40,223	\$ 1,047,596
ISO TAX-NWES	0.1881	\$	1,121	\$ 1,132	\$ 1,143	\$ 1,155	\$ 1,166	\$ 1,178	\$ 1,190	\$ 1,202	\$ 1,214	\$ 1,226	\$ 1,239	\$ 1,251	\$ 1,264	\$ 1,277	\$ 1,289	\$ 1,302	\$ 1,315	\$ 1,329	\$ 1,342	\$ 1,356	\$ 1,369	\$ 1,383	\$ 1,397	\$ 1,411	\$ 1,425	\$ 1,439	\$ 1,454	\$ 1,469	\$ 1,483	\$ 1,498	\$ 39,020
ISO VOTE-NWES	2.6990	\$	16,080	\$ 16,242	\$ 16,405	\$ 16,571	\$ 16,738	\$ 16,906	\$ 17,076	\$ 17,248	\$ 17,422	\$ 17,597	\$ 17,774	\$ 17,953	\$ 18,134	\$ 18,317	\$ 18,501	\$ 18,687	\$ 18,875	\$ 19,065	\$ 19,257	\$ 19,450	\$ 19,646	\$ 19,844	\$ 20,043	\$ 20,245	\$ 20,450	\$ 20,656	\$ 20,864	\$ 21,071	\$ 21,283	\$ 21,497	\$ 559,893
CO VOTED-COA	0.2550	\$	1,519	\$ 1,535	\$ 1,550	\$ 1,566	\$ 1,581	\$ 1,597	\$ 1,613	\$ 1,629	\$ 1,646	\$ 1,663	\$ 1,679	\$ 1,696	\$ 1,713	\$ 1,731	\$ 1,748	\$ 1,766	\$ 1,783	\$ 1,801	\$ 1,819	\$ 1,838	\$ 1,856	\$ 1,875	\$ 1,894	\$ 1,913	\$ 1,932	\$ 1,951	\$ 1,971	\$ 1,991	\$ 2,011	\$ 2,031	\$ 52,898
CO VOTED-MB	0.9653	\$	5,751	\$ 5,809	\$ 5,868	\$ 5,927	\$ 5,986	\$ 6,047	\$ 6,107	\$ 6,169	\$ 6,231	\$ 6,294	\$ 6,357	\$ 6,421	\$ 6,486	\$ 6,551	\$ 6,617	\$ 6,683	\$ 6,751	\$ 6,819	\$ 6,887	\$ 6,956	\$ 7,026	\$ 7,097	\$ 7,168	\$ 7,241	\$ 7,313	\$ 7,387	\$ 7,461	\$ 7,536	\$ 7,612	\$ 7,688	\$ 200,246
CO VOTED-E911 OP	0.4826	\$	2,875	\$ 2,904	\$ 2,933	\$ 2,963	\$ 2,993	\$ 3,023	\$ 3,053	\$ 3,084	\$ 3,115	\$ 3,147	\$ 3,178	\$ 3,210	\$ 3,243	\$ 3,276	\$ 3,308	\$ 3,341	\$ 3,375	\$ 3,409	\$ 3,443	\$ 3,478	\$ 3,513	\$ 3,548	\$ 3,584	\$ 3,620	\$ 3,656	\$ 3,693	\$ 3,730	\$ 3,768	\$ 3,806	\$ 3,844	\$ 100,113
CO VOTED-CO DST	0.0975	\$	581	\$ 587	\$ 593	\$ 599	\$ 605	\$ 611	\$ 617	\$ 623	\$ 629	\$ 636	\$ 642	\$ 649	\$ 655	\$ 662	\$ 668	\$ 675	\$ 682	\$ 689	\$ 696	\$ 703	\$ 710	\$ 717	\$ 724	\$ 731	\$ 739	\$ 746	\$ 754	\$ 761	\$ 769	\$ 777	\$ 20,226
CO VOTED-RECYCL	0.1710	\$	1,019	\$ 1,029	\$ 1,039	\$ 1,050	\$ 1,061	\$ 1,071	\$ 1,082	\$ 1,093	\$ 1,104	\$ 1,115	\$ 1,126	\$ 1,137	\$ 1,149	\$ 1,160	\$ 1,172	\$ 1,184	\$ 1,196	\$ 1,208	\$ 1,220	\$ 1,232	\$ 1,245	\$ 1,258	\$ 1,270	\$ 1,283	\$ 1,296	\$ 1,309	\$ 1,323	\$ 1,336	\$ 1,349	\$ 1,362	\$ 35,473
AMBULANCE AUTHORITY	1.9592	\$	11,673	\$ 11,790	\$ 11,909	\$ 12,029	\$ 12,150	\$ 12,272	\$ 12,396	\$ 12,521	\$ 12,647	\$ 12,774	\$ 12,902	\$ 13,032	\$ 13,163	\$ 13,296	\$ 13,430	\$ 13,565	\$ 13,701	\$ 13,839	\$ 13,978	\$ 14,119	\$ 14,261	\$ 14,404	\$ 14,549	\$ 14,696	\$ 14,843	\$ 14,993	\$ 15,143	\$ 15,296	\$ 15,449	\$ 15,605	\$ 406,426
DIST LIBRARY-BEL	0.3281	\$	1,955	\$ 1,974	\$ 1,994	\$ 2,014	\$ 2,035	\$ 2,055	\$ 2,076	\$ 2,097	\$ 2,118	\$ 2,139	\$ 2,161	\$ 2,183	\$ 2,204	\$ 2,227	\$ 2,249	\$ 2,272	\$ 2,295	\$ 2,318	\$ 2,341	\$ 2,364	\$ 2,388	\$ 2,411	\$ 2,435	\$ 2,458	\$ 2,482	\$ 2,505	\$ 2,529	\$ 2,553	\$ 2,577	\$ 2,601	\$ 68,063
TOWNSHIP TAX	0.9782	\$	5,828	\$ 5,887	\$ 5,946	\$ 6,006	\$ 6,066	\$ 6,127	\$ 6,189	\$ 6,251	\$ 6,314	\$ 6,378	\$ 6,442	\$ 6,507	\$ 6,572	\$ 6,638	\$ 6,705	\$ 6,773	\$ 6,841	\$ 6,910	\$ 6,979	\$ 7,049	\$ 7,120	\$ 7,192	\$ 7,264	\$ 7,337	\$ 7,411	\$ 7,486	\$ 7,561	\$ 7,637	\$ 7,714	\$ 7,791	\$ 202,922
TWP VOTE-ROADS	0.9782	\$	5,828	\$ 5,887	\$ 5,946	\$ 6,006	\$ 6,066	\$ 6,127	\$ 6,189	\$ 6,251	\$ 6,314	\$ 6,378	\$ 6,442	\$ 6,507	\$ 6,572	\$ 6,638	\$ 6,705	\$ 6,773	\$ 6,841	\$ 6,910	\$ 6,979	\$ 7,049	\$ 7,120	\$ 7,192	\$ 7,264	\$ 7,337	\$ 7,411	\$ 7,486	\$ 7,561	\$ 7,637	\$ 7,714	\$ 7,791	\$ 202,922
Local Total	27.9698	\$	166,640	\$ 168,318	\$ 170,013	\$ 171,725	\$ 173,454	\$ 175,200	\$ 176,964	\$ 178,745	\$ 180,545	\$ 182,362	\$ 184,197	\$ 186,051	\$ 187,923	\$ 189,814	\$ 191,724	\$ 193,653	\$ 195,602	\$ 197,569	\$ 199,557	\$ 201,564	\$ 203,592	\$ 205,639	\$ 207,708	\$ 209,796	\$ 211,906	\$ 214,037	\$ 216,189	\$ 218,363	\$ 220,558	\$ 222,776	\$ 5,802,186
Non-Capturable Millages	Millage Rate																																
SEWER BOND DEBT	1.4800	\$	8,818	\$ 8,906	\$ 8,996	\$ 9,087	\$ 9,178	\$ 9,271	\$ 9,364	\$ 9,458	\$ 9,553	\$ 9,650	\$ 9,747	\$ 9,845	\$ 9,944	\$ 10,044	\$ 10,145	\$ 10,247	\$ 10,350	\$ 10,454	\$ 10,559	\$ 10,666	\$ 10,773	\$ 10,881	\$ 10,991	\$ 11,101	\$ 11,213	\$ 11,326	\$ 11,439	\$ 11,555	\$ 11,671	\$ 11,788	\$ 307,018
SCHOOL DEBT-BELL	3.1500	\$	18,767	\$ 18,956	\$ 19,147	\$ 19,340	\$ 19,535	\$ 19,731	\$ 19,930	\$ 20,131	\$ 20,333	\$ 20,538	\$ 20,745	\$ 20,953	\$ 21,164	\$ 21,377	\$ 21,592	\$ 21,810	\$ 22,029	\$ 22,251	\$ 22,474	\$ 22,700	\$ 22,929	\$ 23,159	\$ 23,392	\$ 23,628	\$ 23,865	\$ 24,105	\$ 24,348	\$ 24,592	\$ 24,840	\$ 25,089	\$ 653,451
SP ASMT-FIT	1.4000	\$	8,341	\$ 8,425	\$ 8,510	\$ 8,596	\$ 8,682	\$ 8,769	\$ 8,858	\$ 8,947	\$ 9,037	\$ 9,128	\$ 9,220	\$ 9,313	\$ 9,406	\$ 9,501	\$ 9,597	\$ 9,693	\$ 9,791	\$ 9,889	\$ 9,989	\$ 10,089	\$ 10,191	\$ 10,293	\$ 10,397	\$ 10,501	\$ 10,607	\$ 10,713	\$ 10,821	\$ 10,930	\$ 11,040	\$ 11,151	\$ 290,423
Non-Capturable Total	6.0300	\$	35,926	\$ 36,288	\$ 36,653	\$ 37,022	\$ 37,395	\$ 37,771	\$ 38,152	\$ 38,536	\$ 38,924	\$ 39,315	\$ 39,711	\$ 40,111	\$ 40,514	\$ 40,922	\$ 41,334	\$ 41,750	\$ 42,170	\$ 42,594	\$ 43,022	\$ 43,455	\$ 43,892	\$ 44,334	\$ 44,780	\$ 45,230	\$ 45,685	\$ 46,144	\$ 46,608	\$ 47,077	\$ 47,550	\$ 48,028	\$ 1,250,891
Total Tax Increment Revenue (TIR) Available for Capture		\$	309,628	\$ 312,746	\$ 315,896	\$ 319,076	\$ 322,289	\$ 325,534	\$ 328,811	\$ 332,121	\$ 335,464	\$ 338,841	\$ 342,251	\$ 345,696	\$ 349,174	\$ 352,688	\$ 356,235	\$ 359,821	\$ 363,441	\$ 367,098	\$ 370,790	\$ 374,520	\$ 378,287	\$ 382,092	\$ 385,935	\$ 389,816	\$ 393,736	\$ 397,696	\$ 401,694	\$ 405,733	\$ 409,813	\$ 413,933	\$
Total Tax Increment Revenue (TIR) Available for Capture		\$	309,628	\$ 312,746	\$ 315,896	\$ 319,076	\$ 322,289	\$ 325,534	\$ 328,811	\$ 332,121	\$ 335,464	\$ 338,841	\$ 342,251	\$ 345,696	\$ 349,174	\$ 352,688	\$ 356,235	\$ 359,821	\$ 363,441	\$ 367,098	\$ 370,790	\$ 374,520	\$ 378,287	\$ 382,092	\$ 385,935	\$ 389,816	\$ 393,736	\$ 397,696	\$ 401,694	\$ 405,733	\$ 409,813	\$ 413,933	\$ 10,780,858

Appendix 1

Act 381 Brownfield Plan

VILLAGE OF BELLAIRE

RESOLUTION CERTIFICATION

AT A REGULAR MEETING OF THE BELLAIRE VILLAGE COUNCIL, ANTRIM COUNTY, HELD IN THE BELLAIRE COMMUNITY HALL, LOCATED AT 202 N. BRIDGE STREET, BELLAIRE, MICHIGAN, ON NOVEMBER 1, 2023, AT 7:00 P.M. THE VILLAGE OF BELLAIRE RESOLVED:

PRESENT: Boyd, Ciganick, Drollinger, McPherson, Schuckel, & Bennett

ABSENT: Hardy

It was moved by **Boyd** and seconded by **Bennett**, that the following Resolution be adopted.

RESOLUTION #22 OF 2023 (See Attached)

YEAS: Boyd, Bennett, Ciganick, Drollinger, McPherson, & Schuckel

NAYS: None

ABSENT: Hardy

RESOLUTION DECLARED ADOPTED

VILLAGE OF BELLAIRE

By: 
Dan Bennett, President

I, the undersigned, the Clerk of the Village of Bellaire, Antrim County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Bellaire Village Council of said County at its **regular meeting** held on **November 1, 2023** relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the Minutes of said meeting were kept and will be made available as required by said Act.

Dated: November 1, 2023

By: 
Nicole Essad, Village Clerk

VILLAGE OF BELLAIRE
Resolution #22 of 2023

RESOLUTION OF CONCURRENCE
BELLAIRE LOFTS
BROWNFIELD PLAN

At a regular meeting of the Bellaire Village Council, held at the Village Offices, 202 N. Bridge Street, Bellaire, Michigan on November 1, 2023, at 7:00 p.m., the following resolution was offered by **Trustee Boyd** and supported by **President Bennett**.

WHEREAS, the Michigan Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1995 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, historically designated or housing property through tax increment financing of eligible environmental, non-environmental, and/or housing development activities with an approved Brownfield Plan; and

WHEREAS, the Antrim County Board of Commissioners established the Antrim County Brownfield Redevelopment Authority under the procedures under Act 381 and filed with the Secretary of State on February 26, 1999 to facilitate the cleanup and redevelopment of Brownfields within Antrim County; and

WHEREAS, a Brownfield Plan has been prepared for the redevelopment of a former gravel pit at 6612 Bellaire Highway into 50 townhomes with a total of 138 bedroom suites targeted toward individuals and families earning up to 120% of Antrim County's Area Median Income (AMI), that outlines the qualifications, costs, impacts, and incentives for the project developed by The 1983 Company for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan; and

WHEREAS, Act 381 requires the Brownfield Authority to track and report data and plan compliance, and costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities and there is a desire to review Brownfield TIF revenues, project income and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy; and

WHEREAS, Act 381 requires the concurrence of the local unit of government in which the Brownfield Plan project is located for Brownfield Plans under County Brownfield Redevelopment Authorities, and the Bellaire Lofts Project is located at 6612 Bellaire Highway in the Village of Bellaire and Forest Home Township; and

WHEREAS, subsequent to the concurrence with the Bellaire Lofts Brownfield Plan by the Village Council on November 1, 2023 and Township Board on November 2, 2023, the Antrim County Brownfield Redevelopment Authority will consider the Brownfield Plan for Bellaire Lofts on November 14, 2023 and provide a recommendation to the Antrim County Board of Commissioners; and

WHEREAS, Subsequent to the concurrence of the Village Council and Township Board and approval by the Brownfield Authority, the Antrim County Board of Commissioners will set and notice a public hearing at their November 16, 2023 meeting for December 7, 2023, provide notice to taxing

jurisdictions in accordance with Act 381 and will consider the Bellaire Lofts Brownfield Plan at their regular meeting on December 7, 2023.

NOW THEREFORE BE IT RESOLVED, that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Bellaire Village Council hereby concurs with the Brownfield Plan for Bellaire Lofts with a review of Brownfield TIF revenues, project income and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy.

ROLL CALL VOTE:

YEAS: **BOYD, BENNETT, CIGANICK, DROLLINGER, MCPHERSON, & SCHUCKEL**

NAYS: **NONE**

ABSENT: **HARDY**

State of Michigan)

County of Antrim)

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the Village Council of the Village of Bellaire at a meeting duly called and held on the 1st day of November, 2023.

Village of Bellaire

By: 
Nicole Essad, Village Clerk

RESOLUTION OF CONCURRENCE
BELLAIRE LOFTS
BROWNFIELD PLAN

FOREST HOME TOWNSHIP

At a regular meeting of the Forest Home Township Board, held at the Township Hall, 321 N. Bridge Street, Bellaire, Michigan on November 2, 2023, at 7:00 p.m., the following resolution was offered by Steiner and supported by Crandall

WHEREAS, the Michigan Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1995 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, historically designated or housing property through tax increment financing of eligible environmental, non-environmental, and/or housing development activities with an approved Brownfield Plan; and

WHEREAS, the Antrim County Board of Commissioners established the Antrim County Brownfield Redevelopment Authority under the procedures under Act 381 and filed with the Secretary of State on February 26, 1999 to facilitate the cleanup and redevelopment of Brownfields within Antrim County; and

WHEREAS, a Brownfield Plan has been prepared for the redevelopment of a former gravel pit at 6612 Bellaire Highway into 50 townhomes with a total of 142 suites targeted toward individuals and families earning up to 120% of Antrim County's Area Median Income (AMI), that outlines the qualifications, costs, impacts, and incentives for the project developed by The 1983 Company for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan; and

WHEREAS, Act 381 requires the Brownfield Authority to track and report data and plan compliance, and costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities, and there is a desire to review Brownfield TIF revenues, project income and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy; and

WHEREAS, Act 381 requires the concurrence of the local unit of government in which the Brownfield Plan project is located for Brownfield Plans under County Brownfield Redevelopment Authorities, and the Bellaire Lofts Project is located at 6612 Bellaire Highway in the Village of Bellaire and Forest Home Township; and

WHEREAS, subsequent to the concurrence with the Bellaire Lofts Brownfield Plan by the Village Council on November 1, 2023 and Township Board on November 2, 2023, the Antrim County Brownfield Redevelopment Authority will consider the Brownfield Plan for Bellaire Lofts on November 14, 2023 and provide a recommendation to the Antrim County Board of Commissioners; and

WHEREAS, subsequent to the concurrence of the Village Council and Township Board and approval by the Brownfield Authority, the Antrim County Board of Commissioners will set and notice a public hearing at its November 16, 2023 meeting for December 7, 2023, provide notice to taxing jurisdictions in accordance with Act 381 and will consider the Bellaire Lofts Brownfield Plan at their regular meeting on December 7, 2023.

NOW THEREFORE BE IT RESOLVED, that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Forest Home Township Board hereby concurs with the Brownfield Plan for Bellaire Lofts with a review of Brownfield TIF revenues, project income and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy.

ROLL CALL VOTE:

YEAS: D. Crandall, S. Steiner, S. Mahan, T. Smith

NAYS:

ABSENT:

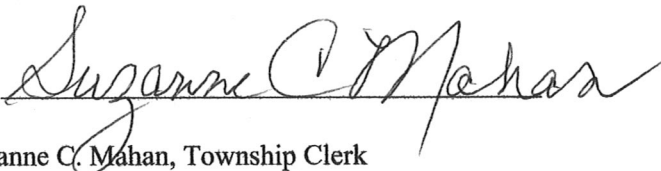
State of Michigan)

County of Antrim)

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the Forest Home Township Board at a meeting duly called and held on the 2nd day of November, 2023.

Forest Home Township

By: 

Suzanne C. Mahan, Township Clerk



December 13, 2023

At the regular meeting of the Antrim County Board of Commissioners, on Thursday, December 7, 2023 the following resolution was offered and adopted.

RESOLUTION #23- 2023 By Dawn LaVanway, and seconded by William Hefferan

**COUNTY OF ANTRIM
Resolution #23-2023
RESOLUTION TO APPROVE THE BROWNFIELD PLAN FOR BELLAIRE LOFTS
6612 Bellaire Highway, Bellaire, Michigan**

WHEREAS, the Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, historically designated or housing property through tax increment financing of eligible activities approved in a Brownfield Plan; and

WHEREAS, the Antrim County Board of Commissioners (the "Commission") established the Antrim County Brownfield Redevelopment Authority (the "Authority") under the procedures required under Act 381 and filed with the Secretary of State on July 26, 1999 to facilitate the redevelopment of Brownfields within Antrim County; and,

WHEREAS, a Brownfield Plan that outlines the qualifications, costs, impacts, and incentives for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan has been prepared for the redevelopment of 6612 Bellaire Highway into a total of 183 residential suites for workforce housing to be developed by the 1983 Company; and

WHEREAS, Act 381 requires the Authority to track and report data and plan compliance, and costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities and there will be a review of Brownfield TIF revenues, project income, and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy that may result in an amended Brownfield Plan; and

WHEREAS, The Brownfield Plan for Bellaire Lofts has been reviewed and resolutions of concurrence were adopted by the Bellaire Village Council at their November 1, 2023 meeting and Forest Home Township Board at their November 2, 2023 meeting; and

WHEREAS, the Antrim County Brownfield Redevelopment Authority has reviewed the Brownfield Plan for Bellaire Lofts at their November 14, 2023 special meeting and adopted a resolution to approve the Brownfield Plan and recommended approval by the Antrim County Board of Commissioners; and

WHEREAS, a public hearing on the Brownfield Plan was held on December 7, 2023, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

NOW THEREFORE BE IT RESOLVED that the Antrim County Board of Commissioners has reviewed the Bellaire Lofts Brownfield Plan and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan constitutes a public purpose of providing workforce housing, redevelopment of underutilized property, increased private investment and property tax value;
- (b) The Brownfield Plan meets the requirements of Section 13 and Section 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan, consistent with the format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of eligible activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of eligible property;
- (c) The proposed method of financing the costs of eligible activities, private financing arranged by the 1983 Company is feasible and no financing by the Authority is proposed; and
- (d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381; and
- (e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan is reasonable, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding eligible activity obligation approved as part of the Brownfield Plan and expenses reviewed and approved by the Antrim County Brownfield Redevelopment Authority; and

BE IT FURTHER RESOLVED, that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Antrim County Board of Commissioners hereby approves the Brownfield Plan for Bellaire Lofts.

Roll call vote:

Yes - William Hefferan, Terry VanAlstine, Jason Helwig, Dawn LaVanway;

No - Jarris Rubingh;

Absent -None.

RESOLUTION #23-2023 DECLARED ADOPTED.

ANTRIM COUNTY CLERK, BELLAIRE, MI
STATE OF MICHIGAN, COUNTY OF ANTRIM, ss
I, Sheryl A. Guy, Clerk of the County of Antrim, do
certify the above is a true and exact copy of the
original record now remaining in this office.
IN TESTIMONY WHEREOF, I have set my hand
and official seal of the County of Antrim
this 13th day of December, 2023
Sheryl A. Guy County Clerk

Appendix 2

Act 381 Brownfield Plan

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "**Agreement**") is made on May 16, 2024, between Bellaire Lofts, LLC, a Michigan Limited Liability Corporation / 1983 Company, a Michigan S Corp, collectively (the "**Developer**") and the Antrim County Brownfield Redevelopment Authority (the "**ACBRA**"), a Michigan public body corporate organization.

PREMISES

- A. The Developer is engaged in the redevelopment of 6612 Bellaire Highway in Bellaire, Michigan which qualifies as Brownfield Eligible Property under Act 381, PA 1996, as amended, for a residential development (the "Development") for qualified households with income at or below 120% of the Area Median Income (AMI) more fully described in Exhibit A, with Brownfield Housing Development Eligible Activities to be conducted on the Eligible Property described in the approved Brownfield Plan.
- B. The ACBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381") to promote the revitalization of contaminated, blighted, functionally obsolete, historically designated, or housing properties.
- C. The ACBRA has determined in furtherance of its purposes and to accomplish its goals that it is in the best interest of the ACBRA to finance certain Eligible Activities as defined by Sec. 2(o) of Act 381, MCL 125.2652(o) on Eligible Property and as described in the approved Brownfield Plan and Act 381 Work Plan, as may be amended or supplemented.
- D. The Brownfield Plan was recommended for adoption by the ACBRA on November 14, 2023, and adopted by the Antrim County Board of Commissioners on December 6, 2023, with concurrence by the Bellaire Village Council on November 1, 2023, and the Forest Home Township Board on November 2, 2023.
- E. Pursuant to the Brownfield Plan and Act 381 Work Plan, the ACBRA will capture and retain one hundred percent (100%) of the Tax Increment Revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Eligible Property consistent with Act 381, as amended, the approved Brownfield Plan and any approved MSHDA Act 381 Work Plan (the "Brownfield Tax Increment Revenues"). Upon satisfaction of the conditions expressed in this Agreement, the ACBRA will use the Brownfield Tax Increment Revenues to carry out the purposes described in Act 381 and this Agreement and to complete certain other activities described in the Brownfield Plan.

In consideration of the premises and the mutual covenants contained in this Agreement, the Developer and the ACBRA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

- (a) "ACBRA" means the Antrim County Brownfield Redevelopment Authority, established by the County Board.
- (b) "Act 381" means Act 381 of Michigan Public Acts of 1996, as amended.
- (c) "Act 381 Work Plan" means the work plan approved by the ACBRA and State of Michigan, and attached as Exhibit A, if applicable.
- (d) "Agreement" means this Development and Reimbursement Agreement entered into between the ACBRA and the Developer.
- (e) "AMI" means Area Median Income for the County as published annually by MSHDA.
- (f) "Brownfield Plan" means the Brownfield Plan, approved by the ACBRA and adopted by the County Commission, with the concurrence of the Village Council and Township Board, pursuant to Act 381.
- (g) "Brownfield Tax Increment Revenues" means one hundred percent (100%) of the tax increment revenues, as defined by Act 381, from all taxable real property located on the Eligible Property for the period of time for the Eligible Activity obligation to be met or the maximum established by the Brownfield Plan from the first year of capture, anticipated to be 2025, whichever is first, which amount results from the increase in taxable value of the Eligible Property multiplied by those millages the ACBRA is legally permitted to capture.
- (h) "County" means Antrim County.
- (i) "County Board" means the Antrim County Board of Commissioners.
- (j) "Developer" means Bellaire Lofts, LLC and the 1983 Company, collectively. its successors and assigns.
- (k) "Development" means the construction of Bellaire Lofts, a residential development and certain appurtenant properties and improvements as described in the Brownfield Plan.
- (l) "EGLE" means the Michigan Department of Environment, Great Lakes, and Energy.
- (m) "Eligible Activities" are those environmental response, non-environmental, and housing development activities eligible under Act 381 and included in the approved Brownfield Plan and, if applicable, approved Act 381 Work Plan.
- (n) "Eligible Property" is the property described in the Brownfield Plan that meets Act 381 qualifying status as Eligible Property from which tax increment revenues will be captured to

reimburse Eligible Activities and other costs, consistent with the Brownfield Plan, Act 381 Work Plan, and Act 381 as amended.

- (o) "Event of Default" means the failure by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 45 days after notice thereof has been given by the other party.
- (p) "Housing Development Activities Financing Gap" (the "Financing Gap") is a MSHDA Eligible Activity defined in Act 381 in part as reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for Income Qualified households.
- (q) "Income Qualified" or "Income Qualifications" means household incomes at or below 120% of AMI.
- (r) "Income Restricted Units" means residential rental units occupied by Income Qualified households.
- (s) "Indemnified Persons" means the ACBRA and the County and their elected and appointed officials, officers, agents, representatives, and employees.
- (t) "MSF" means the Michigan Strategic Fund.
- (u) "MSHDA" means the Michigan State Housing Development Authority.
- (v) "Maximum Eligible Activity Cost" means the ACBRA's maximum obligation to pay for the Environmental, Non-Environmental, and Housing Development Eligible Activities from Brownfield Tax Increment Revenues from the Development, as provided in the Brownfield Plan.
- (w) "Tax Increment Revenues" or "TIR" means the incremental increase in revenues resulting from the Eligible Property's increased taxable value, multiplied by those millages the ACBRA is legally permitted to capture from the Eligible Property, as authorized in the Brownfield Plan, as amended.
- (x) "Township" means Forest Home Township.
- (y) "Township Board" means the Forest Home Township Board.
- (z) "Transaction Costs" means the ACBRA expenses, and liabilities related to the authorization, execution, administration, oversight, and fulfillment of the ACBRA obligations under this Agreement, the Brownfield Plan, and Act 381 Work Plan, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, approval and amendments to the Brownfield Plan and Act 381 Work Plan, approvals of the developments contemplated herein, printing costs, costs of reproducing documents, filing and recording fees, consulting and attorney fees, financial expenses, insurance fees and expenses, administration and accounting for Brownfield Tax Increment Revenues, oversight

and review, and all other costs, liabilities, or expenses, related to the preparation and carrying out or enforcing the Brownfield Plan, Act 381 Work Plan, and this Agreement, or other related agreements with the Developer, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

(aa) "Village" means the Village of Bellaire.

ARTICLE 2

COVENANTS OF THE DEVELOPER AND THE ACBRA

Section 2.1 Construction of the Development. The Developer shall construct the Development in accordance with proper construction standards and this Agreement. The Developer shall proceed with due care and diligence and commence and complete Eligible Activities and the Development in accordance with this Agreement, and in accordance with any applicable law, regulation, code, and ordinance.

Section 2.2 Covenant to Pay Financial Obligations. The Developer will utilize their own funds for the Development. The Developer will receive reimbursement from the ACBRA to the extent of available Brownfield Tax Increment Revenues for payment of the Eligible Activities in accordance with the terms of this Agreement, the Brownfield Plan, the Act 381 Work Plan and Act 381 for the Development. Reimbursement for Eligible Activities shall be prioritized as follows:

- (a) First, five (5) percent of local tax capture revenues will be applied to the administrative and operating costs and Transaction Costs of the ACBRA;
- (b) Second, 50% of the State Education Tax will be held for the State Brownfield Fund, in accordance with Section 13(b)(14) of Act 381.
- (c) Third, Brownfield Tax Increment Revenues will be used to reimburse approved Eligible Activities expenses pursuant to Section 5.1, the approved Brownfield Plan, and approved Act 381 Work Plan to the Developer.

If the Development does not result in sufficient revenues to repay such obligations, the Developer agrees and understands that the Developer will have no claim or further recourse of any kind or nature against the ACBRA except from available captured tax revenues from the Development.

Section 2.3 Reimbursement Conditions: It is expressly understood and agreed that the reimbursement by the ACBRA to the Developer is subject to the following conditions:

- (a) The Developer shall have performed all of the covenants, obligations, terms, and conditions to be performed by them pursuant to this Agreement or other agreement with the ACBRA, and all preconditions to the performance of the Developer have been satisfied.
- (b) The ACBRA shall only be obligated to reimburse Eligible Activity Obligation that has been reviewed and approved by the ACBRA. Approval of the application, the Brownfield

Plan, Act 381 Work Plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through tax increment financing prior to review or approval of invoices. Expenditures must be documented to be reasonable for Eligible Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the written policies and procedures of the ACBRA for review and approval of invoices. All invoices for any Eligible Activities on the property must be submitted to the ACBRA Director for review within 180 days from the date of the invoice. While the ACBRA may waive this requirement in its discretion for good cause shown, the ACBRA shall be under no obligation to reimburse any invoice for an Eligible Activity that is not submitted in a timely fashion.

- (c) The Developer has adhered to the approved Brownfield Plan and Act 381 Work Plan.
- (d) There are adequate Brownfield Tax Increment Revenues.
- (e) The Developer shall provide sworn written waivers of liens by consultants, contractors, and subcontractors providing services for Eligible Activities as described in this Agreement.
- (f) The Developer has provided the documentation required under Section 2.4.
- (g) The Developer has paid the real and personal property taxes levied on any portion of the Development for which the Developer is responsible, on or before the date the same are payable, without interest or penalty. Any appeal to real property tax assessment shall apply to the current tax year only.
- (h) For State tax capture and reimbursement, Act 381 Work Plans as applicable have been approved by the ACBRA and EGLE for Environmental Eligible Activities, MSF for Non-Environmental Eligible Activities, and/or MSHDA for Housing Development Activities.
- (i) Interest will not be accrued or reimbursed on any Eligible Activity expenses and obligations.
- (j) The Development has received final full occupancy permit.

Section 2.4 Income, Rent Documentation and Reporting

- (a) The Developer shall monitor and annually provide to the ACBRA that all units are occupied by households or individuals that meet income requirements and that the rents being charged on an annual basis are no more than 30 percent of household income of 120% AMI, consistent with MSHDA requirements for the Missing Middle Program.
- (b) Households must prove eligibility at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form or as otherwise approved by MSHDA.

- (c) The Developer shall provide to the ACBRA Director no later than June 15 of each year as part of the Act 381 reporting requirements under MCL 125.2666(7,9) a report of the following:
1. Total Investment.
 2. Square Footage.
 3. New Jobs Created.
 4. Number of housing units produced.
 5. Number of income qualified purchaser households served.
 6. Number of income qualified renting households assisted.
 7. Housing unit rental rates or prices at which the housing units were sold.
 8. Racial and socioeconomic data on the individuals purchasing or renting the housing units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.
 9. Other information required to be reported to the State of Michigan to verify compliance with Act 381 unless that information is readily available to the Antrim County Treasurer.
- (d) The Developer shall provide an initial project budget and actual expenses to the ACBRA Director within 90 days of the Certificate of Occupancy with line items including but not limited to:
1. Capital Costs
 - i. Acquisition
 - ii. Infrastructure
 - iii. Earthwork / Site Improvements / Utilities
 - iv. New Construction
 - v. Professional Fees
 - vi. Transaction Costs
 - vii. Other Costs (specify)
 - viii. Debt Service. defined as net operating income plus depreciation plus interest divided by the required annual debt payment for the Developer.
 2. Operating Costs
 - i. Administrative Expenses
 - ii. Utilities
 - iii. Maintenance
 - iv. Taxes

v. Insurance

vi. Maintenance Reserve

3. Anticipated Rent Revenues

The cost and revenue information will be reviewed to estimate Housing Financing Gap.

- (e) The ACBRA will conduct an evaluation of Development costs, expenses, and revenues in five years after the date of the first Certificate of Occupancy and determine outcomes of the evaluation, as outlined in Exhibit B.

If the Agreement term is reduced, the Developer and its successors, if any, are released from income and rent monitoring responsibilities and Income Restricted Units may be released from income restrictions.

Section 2.5 Prohibition of Short-Term Rentals

- (a) In accordance with Section 15(12)(m)(iv) of the Act, no short-term rentals are allowed in any of the residential units. Leases shall be no fewer than 30 days.
- (b) The Developer agrees to include notice of the short-term rental prohibition in any lease and is responsible for monitoring compliance with this provision.

Section 2.6 Indemnification of Indemnified Persons.

- (a) The Developer shall be considered independent contractors and not agents or employees of the ACBRA or the County. Nor shall any agent or employee of the Developer be considered an agent or employee of the ACBRA or the County. The Developer shall remain responsible for any claims arising out of acts or omissions of the Developer during the performance of this Agreement, as provided by law. Additionally, the Developer and ACBRA shall not be considered engaged in a joint venture or partnership.
- (b) The Developer shall indemnify, defend, and hold the Indemnified Persons harmless from any loss, expense (including actual attorney fees), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership or operation, use or maintenance of their respective components of the Development from and after the date hereof. If any suit, action, or proceeding related to the Development is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Developer and the Developer shall defend such Indemnified Person with counsel reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Developer and the Developer shall have the right to settle, compromise, pay, or defend against any such claim on behalf of such Indemnified Person, except that the Developer may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to any penalty or limitation, unless such Indemnified Person gives its consent. The Developer shall not be

liable for payment or settlement of any such claim or proceeding made without its consent.

- (c) The Developer shall not be obligated to indemnify any Indemnified Person under subsection (b) if the liability arises out of the Indemnified Person's negligence, willful misconduct, or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any Indemnified Person.
- (d) The Developer also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including actual attorney fees, incurred in enforcing any obligation of the Developer under this Agreement or any related agreement.
- (e) The Developer shall use its reasonable best efforts to assure that, to the extent an Environmental Consultant provides services toward completion of Eligible Activities, at a minimum, the Environmental Consultant shall indemnify, defend, and hold Indemnified Persons harmless from any loss, expense (including actual attorney fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the actions or services of the Environmental Consultant.
- (f) This indemnification includes any loss, expense (including actual attorney fees), or liability in excess of that covered by any insurance of the Developer and shall survive the termination or expiration of this Agreement. By entering into this Agreement, the parties do not waive any immunities provided by law.

Section 2.7 Eligible Property Access. The Developer shall grant to the ACBRA or its designated agents, access to the Eligible Property to exercise the ACBRA's right to administer or oversee Eligible Activities related to the purposes and pursuant to the terms of this Agreement. The ACBRA shall give 24-hour written notice of its intent to access the Site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the ACBRA shall give notice as is reasonable and practicable under the circumstances.

Section 2.8 Separate Covenants and Obligations. Except as expressly provided in Section 2.3, the covenants and obligations of the Developer are separate covenants solely running to and enforceable by the ACBRA and/or MSHDA as provided by law, and to no other party, person, or entity. Unless otherwise expressly provided in this Agreement, a breach or default by the Developer of its obligations to the ACBRA shall not constitute a breach or default of this Agreement or bar enforcement or claims by the other parties. No third-party beneficiary rights, interests, or claims are created by implied contract, operation of law, or any other means.

ARTICLE 3 **CONDITIONS PRECEDENT TO OBLIGATIONS OF THE** **DEVELOPER AND THE ACBRA**

Section 3.1 Conditions Precedent to Obligations of the Developer to Acquire and Construct the Development. Any obligation of the Developer to acquire and construct the Development, as contemplated herein, are subject to the following conditions precedent which

must be satisfied by the Developer, as required herein, or waived in writing by ACBRA, except as specifically provided herein:

- (a) No condition, event, action, suit, proceeding, or investigation is occurring or threatened to occur, or shall be pending before any court, public board, or body to which the Developer, County, or ACBRA is a party, or threatened against the Developer, County, or ACBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or Act 381 Work Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 - (1) A material adverse effect upon the ability of the ACBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Agreement.
 - (2) A material adverse effect on the ability of the Developer or ACBRA to comply with the obligations and terms of this Agreement, the Brownfield Plan, or Act 381 Work Plan.
- (b) There shall have been no Event of Default by the Developer and ACBRA and no action or inaction by the ACBRA which eventually with the passage of time could become an Event of Default.
- (c) The Developer and ACBRA shall be in compliance with the terms and conditions to be performed by them pursuant to this Agreement.
- (d) Approval of the Act 381 Work Plan as applicable by EGLE for Environmental Eligible Activities, MSF for Non-Environmental Eligible Activities, and/or MSHDA for Housing Development Activities.
- (e) The Developer has received the consent of any affected utility for relocation, burial, or other activity necessary to construct their respective portions of the Development.
- (f) There has been no change in statutes or other laws that would negatively impact either party's ability to meet (a)-(e) above.
- (g) The Parties acknowledge that the Developer has made an advance payment to the ACBRA in the amount of \$10,000 to cover its expenses attributable to approval of the Application/Work Plan, Development and Reimbursement Agreement, and reimbursement for Eligible Activities as provided herein. The Developer shall make an additional advance payment of \$7,500 prior to approval of this agreement by the ACBRA. This payment will be a pre-approved reimbursable Eligible Activity cost. The ACBRA may request additional payment from the Developer adequate to cover its expenses attributable to new or amended Brownfield Plans, Act 381 Work Plans, Development and Reimbursement Agreements, or other new or amended documents or approvals requested by the Developer.

ARTICLE 4
COVENANTS OF THE ACBRA

Section 4.1 Adoption of Brownfield Plan. The ACBRA and County Board have approved the Brownfield Plan, with the concurrence of the Village Council and Township Board, and, if applicable, the ACBRA has approved Act 381 Work Plan(s), which provides for the payment of ACBRA Administrative and Transaction Costs and the preparation and approval of the Brownfield Plan and Act 381 Work Plan, and reimbursement for the Developer Eligible Activities expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, the Brownfield Plan, and Act 381 Work Plan.

Section 4.2 Completion of Eligible Activities. Upon the satisfactory completion of any Eligible Activities and satisfactory documentation of Eligible Activity costs and documentation of payment to Contractors by the Developer as described in the approved Brownfield Plan and Act 381 Work Plan, as applicable, the ACBRA shall, to the extent Brownfield Tax Increment Revenues are available, reimburse the Developer in accordance with the terms set forth in this Agreement. If the Developer incurs any expenses or costs for any activities other than the Eligible Activities or the Eligible Activity costs exceed the Maximum Costs of Eligible Activities as set forth in the Brownfield Plan, as amended or supplemented, the Developer shall bear such costs without any obligation on the part of the ACBRA. If the costs of Eligible Activities set forth in the Brownfield Plan, as amended or supplemented, are less than Maximum Costs of Eligible Activities, then the Developer shall have no further right of reimbursement beyond their actual costs.

Section 4.3 ACBRA or Contract Manager Oversight. The ACBRA may retain the services of a qualified contract manager to exercise oversight of the Developer and their environmental consultant, contractors, or subcontractors, for the purposes of assuring that the activities, invoices, and accounting by the Developer are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Agreement, the Brownfield Plan, the Act 381 Work Plan(s), and Act 381. The Developer shall provide the ACBRA and its contract manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that the ACBRA has no right to control or to exercise any control over the actual services or performance by the Developer of the Eligible Activities, except as to assurance that the Developer has met the conditions and requirements of this Agreement.

Section 4.4 Financial Considerations Between the Parties. Pursuant to MSHDA requirements, the Development and Reimbursement Agreement must include a detailed summary of any and all ownership interests, monetary considerations, fees, revenues, cost sharing, charges, or other financial arrangements or other considerations between the parties. The summary is attached as Exhibit B.

By signature of this Agreement, the parties verify that there are no ownership interests, monetary considerations, fees, revenues, cost sharing, charges, or other financial arrangements or other considerations between the parties other than those described in Exhibit C.

ARTICLE 5
CONDITIONS PRECEDENT TO ACBRA OBLIGATIONS

Section 5.1 Conditions Precedent to ACBRA's Reimbursement Obligation for Eligible Activities. The obligations of the ACBRA for reimbursements of costs to the Developer for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the Developer as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the ACBRA. It is expressly agreed that the ACBRA makes or gives no assurance of payment to the Developer by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan and/or Act 381 Work Plan, or as hereafter supplemented or amended, and that it shall have the right to review all written summaries of Eligible Activities and approve or deny invoices for Eligible Activities based upon the reasonableness of services performed by any consultant, contractor, or subcontractor under this Agreement. However, so long as an Eligible Activity by the Developer has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Agreement and to the extent Brownfield Tax Increment Revenues are available, the Developer shall be entitled to reimbursement for its Eligible Activities expenses. The approval of the Brownfield Plan, Act 381 Work Plan, or the project budget described below is not a guarantee that there will be sufficient Brownfield Tax Increment Revenues to reimburse the Eligible Activities, and if for any reason, the revenues are insufficient or there are none, the Developer assumes full responsibility for any such loss or cost of any Eligible Activity conducted.

- (a) The Developer will provide the following documentation:
1. Commitment to Lend from financial institution(s)
 2. Proof of Ownership
 3. MSHDA Missing Middle Grant Agreement
 4. Sworn Statements, including partial or full waivers of lien, as submitted and approved for payment and Title company endorsement.
 5. Progress reports of project completion, based on lead financial institution requirements.
 6. First Certificate of Occupancy
 7. Final Certificate of Occupancy, if applicable
 8. Other reasonable documentation as requested by the ACBRA and reasonably available to the Developers.
 9. Insurance Certifications
- (b) The Developer shall submit invoices of its Eligible Activities expenses and a written statement demonstrating a factual basis that it has completed the Eligible Activities to the ACBRA for preliminary review and approval within 180 days of completion of the Eligible Activity. Submission of a request for reimbursement by the Developer for their Eligible Activity expenses will include the following information in a format provided by the ACBRA:

1. a written statement detailing the Eligible Activity costs.
2. a written explanation as to why reimbursement is appropriate under the Brownfield Plan.
3. Copies of invoices from the consultants, contractors, engineers, attorneys, or others who provided such services and accompanying waivers of lien, canceled checks, or other forms of documentation of payment; and
4. A statement from the engineer or project manager overseeing the work on behalf of the Developer recommending payment.

Documentation of the costs incurred shall be provided including proof of payment, liens waivers, and detailed invoices for the costs incurred in sufficient detail to determine whether the costs incurred were for Eligible Activities. The ACBRA shall not be required to reimburse any request that is not submitted within 180 days after the expense is incurred.

- (c) Within 60 days after submittal of an invoice or invoices under (b) above, the ACBRA contract manager or Director shall review and approve or reject the reasonableness of the invoice(s) and activity as eligible or ineligible and, if recommended, shall present the invoice(s) to the ACBRA for approval. In the event of an objection, the ACBRA contract manager will notify the Developer within the 60-day time period, and the Developer shall meet to resolve or cure the objection. If the objection is not resolved or cured within 45 days, there is no obligation to pay the portion of the invoice(s) objected to until the parties have mutually agreed in writing through an alternative dispute mediation or there is a final judgment or order of a court of competent jurisdiction directing payment. It is expressly agreed that the ACBRA does not make or give any assurance of payment to the Developer by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan or Act 381 Work Plan and that the ACBRA shall have the right to review and approve or deny reimbursement for any invoices for Eligible Activities based on the reasonableness of services performed by any consultant or contractor under this Agreement.
- (d) Payment for approved invoices from Brownfield Tax Increment Revenues from the Development will be made annually no later than June 15.
- (e) No condition, event, action, suit, proceeding, or investigation is occurring or threatened to occur, or shall be pending before any court, public board, or body to which the Developer, County, or ACBRA is a party, or threatened against the Developer, County, or ACBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 1. A material adverse effect upon the ability of the ACBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Agreement.

2. A material adverse effect on the ability of the Developer or ACBRA to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.
 3. There shall have been no Event of Default by the ACBRA and no action or inaction by the ACBRA which eventually with the passage of time could become an Event of Default.
- (f) The Developer and ACBRA shall have performed all of the terms and conditions to be performed by them pursuant to this Agreement.
 - (g) Approval of the Act 381 Work Plan as applicable by EGLE for Environmental Eligible Activities, MSF for Non-Environmental Eligible Activities, and/or MSHDA for Housing Development Activities.
 - (h) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes, or regulations for land use and the Development have been secured.
 - (i) No violation of local ordinances.
 - (j) There has been no change in statutes or other laws that would have one or more of the effects described in (e) above.
 - (k) The Developer has received the consent of any affected utility for relocation, burial, or other activity necessary to construct their respective portions of the Development.
 - (l) The Developer shall have performed all of the terms and conditions to be performed by it.

ARTICLE 6.

DEVELOPER'S ENVIRONMENTAL CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR RESPONSIBILITIES

Section 6.1 ASTM and Industry Standards. To the extent that an Environmental Consultant or other contractors or subcontractors provide services toward completion of Eligible Activities, the Environmental Consultant, contractors, or subcontractors, shall perform all services and Eligible Activities under this Agreement in accordance with any applicable ASTM or other industry standards.

Section 6.2 Other Services Performed for Developer. It is expressly understood that ACBRA is not responsible for payment or reimbursement of any services for or expenses incurred by the Environmental Consultant, contractors, and/or Developer that are not within the scope of or in accordance with all of the terms, conditions, and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Environmental Consultant, contractors, subcontractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.3 Other Agreements. The Developer covenants that they will obtain a warranty from the Environmental Consultant, contractors, and subcontractors that it is not a party to any other existing or previous agreement which would adversely affect the Consultant's, the contractor's and/or subcontractor's ability to perform the services with respect to the Eligible Activities.

Section 6.4 Contractors. If the Developer hires any Environmental Consultant, contractor, and/or subcontractor, or retains any person, firm, or corporation to perform services related to Eligible Activities under this Agreement, the Developer shall first secure the written acknowledgment from such party that such party is not and shall not be or act as an agent or employee of the ACBRA nor assume or create any duty, commitment or obligation on behalf of nor bind the ACBRA in any respect whatsoever. A copy of such written acknowledgment shall be provided to ACBRA.

Section 6.5 Independent Contractor. The Environmental Consultant and any contractors and/or subcontractors shall perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee, or legal representative of the ACBRA. The ACBRA, the Environmental Consultant, and any contractor and/or subcontractor shall each have and maintain complete control over all its employees, agents, and operators. Facts or knowledge of which the Environmental Consultant, contractor, or subcontractor becomes aware shall not be imputed to the ACBRA without communication to and receipt by managerial officials or employees of the ACBRA. The Environmental Consultant or any contractor and/or subcontractor has no authority to assume or create and will not assume or create any commitment or obligation on behalf of the ACBRA in any respect whatsoever. Further, the Environmental Consultant or any contractor and/or subcontractor shall exercise its independent judgment for the services provided in this Agreement.

Section 6.6 Disposal of Hazardous Waste. In the event that samples or other materials contain substances classified as "hazardous waste" under state or federal law ("Hazardous Waste"), the Developer or their agent shall, under a manifest signed by the Developer, their agent, or a third party as the generator, have such samples transported for final disposal to a facility licensed to accept Hazardous Waste. It is expressly understood that the ACBRA does not have any oversight or other control or authority over the disposal of Hazardous Waste under the terms of this paragraph.

Section 6.7 Compliance With Laws. While on the Eligible Property, the Developer, the Environmental Consultant, and any contractor and/or subcontractor shall impose work orders on its employees, agents, and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters, but limited to only those Eligible Activities performed by Developer's Environmental Consultant, contractors or subcontractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractor performing activities.

Section 6.8 Contractor Insurance. The Developer shall assure that the Environmental Consultant and any contractors and/or subcontractors performing any part of the Eligible

Activities covered by this Agreement shall obtain and maintain the policies of insurance in the types and amount provided in Section 8.1.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of ACBRA. ACBRA represents and warrants to the Developer that:

- (a) ACBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the ACBRA, and this Agreement constitutes a valid and binding agreement of the ACBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which the ACBRA is a party or by which the ACBRA is bound.

Section 7.2 Representations and Warranties of the Developer. The Developer represents and warrants to the ACBRA that:

- (a) The Developer (i) are duly organized and validly existing as a Michigan corporation, limited liability company, or a 501(c)(3) non-profit organization in good standing under the laws of the State of Michigan, with power under the laws of such state to carry on their business as now being conducted; (ii) are duly qualified to do business in the State of Michigan, and (iii) have the power and authority to consummate the transactions contemplated under this Agreement by the Developer.
- (b) There is no material violation or default by the Developer of any provision of their Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which they are a party and by which they are bound, or to which they or any of their assets are subject, and compliance with the terms, conditions, and provisions of this Agreement does not conflict with and will not result in or constitute a breach of or default under any of the foregoing, wherein default, breach or violation would materially and adversely affect any of the transactions contemplated by or the validity of this Agreement.

- (c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Developer and this Agreement constitutes a valid and binding agreement of the Developer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (d) Except as a part of the performance and completion of Eligible Activities under the terms of this Agreement, the Developer and their contractors or subcontractors shall not use the Site for the storage, treatment, or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site, and shall obtain all necessary permits in connection therewith.
- (e) The Developer warrants that they will comply with all obligations, covenants, and conditions required of them or their agents or contractors under the terms of this Agreement.

ARTICLE 8 **INSURANCE**

Section 8.1 Insurance. The Developer and any contractor(s) or subcontractor(s) conducting Eligible Activities shall purchase and maintain insurance not less than the limits set forth below as applicable and necessary. The Developer and any contractor(s) and subcontractor(s) shall maintain such other insurances as they deem appropriate for their own protection and liabilities.

- (a) Worker's Disability Compensation Insurance including Employer's Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- (b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- (d) Contractor's Pollution Liability Insurance provided by Contractors, sub-contractors, and site work contractors engaging in environmental response activities, covering any sudden and non-sudden pollution or environmental impairment, including cleanup costs and defense, with limits of liability of not less than \$1,000,000 per occurrence (with first-party and third-party coverage).

Section 8.2 Cancellation Notice. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction, and/or material change to any insurance policy specified above shall be sent to the ACBRA.

Section 8.3 Additional Insured. The Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Professional Liability Insurance, and Pollution Liability Insurance, as described above, held by the Developer, and their Environmental Consultant and contractors, as appropriate shall have an endorsement including the Antrim County Brownfield Redevelopment Authority and Antrim County as additional insured. It is understood and agreed by naming the ACBRA and County as additional insured, the coverage afforded is considered to be primary and any other insurance the ACBRA or County may have in effect shall be considered secondary and/or in excess.

Section 8.4. Proof of Insurance. The Developer or any contractor or subcontractor shall furnish copies of certificates of insurance for each of the policies mentioned above to the ACBRA.

ARTICLE 9

REMEDIES AND TERMINATION

Section 9.1 Alternative Dispute Mediation. If a dispute arises between the parties to this Agreement, the parties shall seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions:

- (a) The party bringing in a claim shall give notice to the other party and, in writing, propose a meeting in which to discuss and attempt to resolve the claim within seven (7) days after the claim arises.
- (b) In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of twenty-one (21) days after the initial meeting between the parties. The mediator shall render his/her decision within ten (10) days of meeting with the parties. In the event that the mediator does not render a decision within said time period, the party bringing the claim shall have the right to proceed with litigation.
- (c) The purpose of the mediator is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
- (d) During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this mediation process shall be tolled.

Section 9.2 Remedies for Default. The ACBRA or the non-defaulting party will provide notice to the defaulting party of the nature and extent of the default. The defaulting party will have 45 days to remedy the default.

Section 9.3 Remedies upon Default. Upon the occurrence of an Event of Default which has not been remedied under Section 9.1 or Section 9.2, the non-defaulting party shall have the right to terminate this Agreement with the defaulting party or, at the election of such non-defaulting party, may obtain any form of relief permitted under the applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance by a court of competent jurisdiction.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of ACBRA's obligations under this Agreement or a maximum thirty (30) years from the first year of capture, estimated to begin in 2025, whichever is first, or pursuant to the terms of the Brownfield Plan or Act 381 Work Plan and Act 381, as amended. Upon the 5-year review and based on benchmarks in Exhibit B, the term may remain as above or be reduced by up to a maximum of 10 years.

Section 10.2 Sale or Transfer of Eligible Property or Site within the Plan. The Developer waives the right to reimbursement for outstanding Eligible Activity expense obligations, or any other reimbursement obligation of the ACBRA, to be paid through Brownfield Tax Increment Revenues captured from the portion of the Eligible Property that is sold, conveyed, transferred, or assigned unless the Developer complies with the following:

- (a) The Developer provides the prospective transferee with written notice of the Brownfield Plan, the nature and extent of Eligible Activities performed by the Developer pursuant to the Plan, and the extent of any outstanding obligation for reimbursement for Eligible Activity expenses from taxes to be captured from the Eligible Property.
- (b) The Developer and the transferee enter into an allocation agreement covering how the Brownfield Tax Increment Revenues collected on the Eligible Property shall be distributed between the Developer and the prospective purchaser or transferee for any outstanding obligations or future obligations for Eligible Activities on the Eligible Property.
- (c) The Developer provides the ACBRA with copies of the written notice and the allocation agreement between the Developer and the transferee of the Eligible Property prior to transfer of the Eligible Property, and the ACBRA approves the agreement, which shall not be unreasonably denied.

Section 10.3 Assignment of this Agreement. No party to this Agreement may transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement, including the right to reimbursement from Brownfield Tax Increment Revenue, without the prior written consent of all other parties hereto, which consent will not be unreasonably withheld.

Section 10.4 Notices. All notices, certificates, or communications required by this Agreement to be given shall be in writing and shall be deemed delivered when personally served, or when

received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to ACBRA: Jeremy Scott, County Administrator
 ACBRA Director
 Antrim County
 203 E. Cayuga Street, P.O. Box 187
 Bellaire, Michigan 49615

If to Developer: Isaac Oswalt, Principal
 Bellaire Lofts, LLC
 452 Ada Drive, SE Suite 220
 Ada, Michigan 49301

or to such other address and/or representative as such party may specify by appropriate notice.

Section 10.5 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 10.6 Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 10.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define, or describe the scope or intent of any provision of this Agreement.

Section 10.9 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 13th Judicial Circuit Court of the State of Michigan, the 86th District of the State of Michigan, or the United States District Court for the Western District of Michigan, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

Section 10.10 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Development, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way,

permits, licenses, approvals and any other permissions necessary for the construction or operation thereof. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement including, but not limited to, such documents or agreements as may be required by the lenders of the Developer with respect to the Development to secure the financing from such lenders. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of their respective obligations hereunder and to assure that all conditions precedent to the completion of the Development are timely satisfied.

Section 10.11 Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 10.12 Brokerage Fees. The ACBRA and the Developer represent and warrant to the others that no broker or finder has been engaged in connection with this Agreement. The ACBRA, without waiving any governmental immunity and to the extent allowed by law, and Developer shall indemnify each other and hold each other harmless from and of any and all liability (including reasonable attorneys' fees and costs) for brokerage commissions or finders' fees in connection with this Agreement to the extent such liability or claim is based on any arrangement or agreement made or claimed to have been made by or on behalf of the indemnifying party.

Section 10.13 Condominium Documents. The Developer agrees to put notice of this Agreement in any condominium Master Deed, if a condominium project is developed on this land.

Section 10.14 Order of Precedence. In the event of conflict between the terms and conditions of this Agreement, any attachments hereto and Act 381, the order of precedence shall be: (a) Act 381; (b) this Agreement; (c) Brownfield Plan; and (d) Act 381 Work Plan.

The ACBRA and the Developer have caused this Agreement to be duly executed and delivered as of the date first written above.

Bellaire Lofts, LLC



By: Isaac Oswalt
Its: Principal

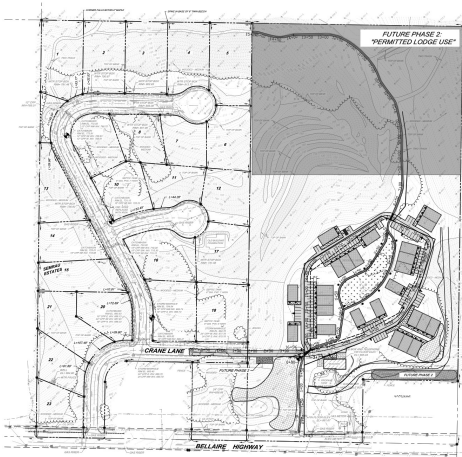
APPROVED AS TO SUBSTANCE:

ANTRIM COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY


By: Jeremy Scott
County Administrator / ACBRA Director
By: Rachel Krino
Its: Chair

EXHIBIT A: THE DEVELOPMENT

Bellaire Lofts, LLC, a limited liability corporation formed by the 1983 Company, has acquired property at 6612 Bellaire Highway in Bellaire to develop 50 townhomes with a total of 146 residential suites for qualified households or individuals with incomes no greater than 120% Area Median Income (AMI).



Site Plan



Renderings



Construction



Layout

The total investment is estimated at over \$17 million.

Extraordinary development costs will impact the economic viability of the project, including the gap between project capital, operation costs, and rent revenue for residential units for households with income no greater than 120% of Area Median Income (AMI).

Pursuant to Michigan State Housing Development Authority standards and Act 381, unit rents will be limited to no greater than 30 percent of 120% AMI for qualified households for the duration of Tax Increment Revenue capture.

Estimated development timeline:

- Groundbreaking: January 2024
- Foundations: Spring 2024
- First Building Completion: Summer 2024
- Site Complete: Fall 2024

EXHIBIT B: FIVE YEAR FINANCIAL REVIEW AND EVALUATION

Brownfield Plan Resolutions approved by the ACBRA and County Board, with the concurrence of the Village Council and Township Board, included a requirement to review Brownfield TIF revenues, project income and expenses, and rental rates in five years after the date of the first certificate of occupancy. The purpose is to review the project capital expenses, debt obligations, operating costs, rental revenues, and Brownfield TIF revenues, measured against benchmarks for project economic viability.

The Developers have provided a pro forma in the format developed by the Michigan Economic Development Corporation (MEDC) dated November 16, 2023. Financial information required below as part of the 5-year evaluation shall be submitted in the MEDC pro forma format, with original documentation.

The following provides the framework for the Financial Review and Evaluation.

- Developer Information:
 - Construction Cost – the Developer will provide the final closeout documents for construction contracts as well as other engineering or professional construction services expenses.
 - Operating Cost – a 3-year detail of all project operating costs, including but not limited to maintenance, janitorial, and repairs.
 - Utilities – 3-year detail of electricity, water, sewer, natural gas, and cable/internet
 - Administrative – 3-year detail of management fees, payroll, overhead, and legal/accounting.
 - Insurance
 - Reserve Requirements based on financial institution but no less than 2%.
 - Debt Service – Disclosure of terms and conditions of project financing.
- Benchmarks – the following benchmarks are established for the economic viability of the project.

Debt Service Coverage Ratio:	1.4 (or as required by lender)
Internal Rate of Return:	9%
Cash on Cash Return:	9%
Return on Owner Equity:	8%

- Evaluation Outcomes:
 - If the Evaluation determines the project is meeting the Benchmarks, no adjustment will be considered.
 - If the Evaluation determines the project exceeds the Benchmarks, the following adjustments will be considered, with the input of the Developer:
 - Rents may be lowered to reduce revenue and align the Project with the Benchmarks.
 - The Brownfield Plan may be amended under the procedures in Act 381 to either reduce the annual reimbursement or reduce the term of TIR capture.

EXHIBIT C: FINANCIAL CONSIDERATIONS BETWEEN THE PARTIES

The Bellaire Lofts redevelopment includes the following incentives:

Act 381 Brownfield Plan and Work Plan – Tax Increment Financing:

Summary of Estimated Eligible Costs/Capture

Eligible Activities	Cost
Total to the ACBRA	\$340,109
Administration/Operating Costs (5% of Local Tax Increment Revenues [TIR])	\$290,109
Brownfield Plan Implementation (School and Local TIR)	\$50,000
Total to the Developer	\$9,935,533
Michigan State Housing Development Authority (MSHDA) Work Plan Eligible Activities	\$9,923,233
Pre-Approved Michigan Department of Environment, Great Lakes, and Energy (EGLE) Activities	\$12,300
Total to the Local Brownfield Revolving Fund (LBRF)	\$0
Total to the State Brownfield Revolving Fund (SBRF)	\$622,334
Total Estimated Costs	\$10,897,976
School TIR	\$5,233,720
Local TIR	\$5,664,256

MSHDA Grant and TIF Loan:

The Developer is also pursuing a MSHDA Grant, an estimated \$2,500,000 benefit and a MSHDA TIF Loan in an estimated amount of \$4,500,000.

Appendix 3

Act 381 Brownfield Plan

Notice to Taxing Jurisdiction
<TAXING JURISDICTION>
Brownfield Plan – Bellaire Lofts
Bellaire, Michigan
Antrim County Brownfield Redevelopment Authority
November 22, 2023

The Antrim County Board of Commissioners will hold a public hearing on Thursday, December 7, 2023 at 9:00 a.m. in the Antrim County Building, 2nd Floor, Board of Commissioners Room, 203 East Cayuga Street, Bellaire, Michigan to consider a Brownfield Plan for Bellaire Lofts in the Village of Bellaire.

This notice is being provided to the <TAXING JURISDICTION> as a taxing jurisdiction that levies taxes subject to capture under 1996 Public Act 381, as amended.

A Brownfield Plan is proposed to support the redevelopment of a former gravel pit at 6612 Bellaire Highway with Parcel Identification Number 05-46-124-019-00 with the construction and operation of 50 townhomes with a total of 138 rental units for individuals and families earning 120% or less of the Area Median Income (AMI).

Future tax incremental revenues will be captured to reimburse Brownfield Eligible Activities, including environmental assessment, limited site preparation and for the gap between construction and operating costs and rental revenues with the approval of a Brownfield Plan by the Antrim County Brownfield Redevelopment Authority and the Antrim County Board of Commissioners with the concurrence of the Bellaire Village Council and the Forest Home Township Board and, in this case, approval of an Act 381 Work Plan by the Michigan State Housing Development Authority (MSHDA) for Housing Development Eligible Activities.

The proposed Brownfield Plan, maps and descriptions of the properties are available for public review during normal business hours at the Office of the Antrim County Administrator. All aspects of the Brownfield Plan are open for discussion at the public hearing.

Please contact Janet Koch, Antrim County Deputy Administrator at 231.533.6265 or at kochj@antrimcounty.org if you have questions or would like additional information.

Sent on November 22, 2023 to:

<NAME> <TITLE> (Chief Executive Officer) <EMAIL>

Appendix 4

Act 381 Brownfield Plan

NOTICE OF PUBLIC HEARING
Bellaire Lofts Brownfield Plan

NOTICE IS HEREBY GIVEN that the Antrim County Board of Commissioners will hold a Public Hearing on December 7, 2023 at 9:00 a.m. EST in the Antrim County Building, 2nd Floor, Board of Commissioners' Room located at 203 East Cayuga, Bellaire, Michigan 49615 to receive public comment on a Brownfield Plan for Bellaire Lofts at 6612 Bellaire Highway with Parcel Identification Number 05-46-124-019-00 in the Village of Bellaire, Michigan.

The property meets the definition of Brownfield Eligible Property as Housing Property under Act 381, Public Acts of 1996 and is north of Bellaire Highway, south of Bellaire Schools Athletic Fields and John R. Rodger Elementary School and approximately 0.75 miles west of the Antrim County Courthouse.

The proposed project will facilitate the redevelopment of a 19-acre former gravel pit with the construction and operation of 50 townhomes with a total of 138 rental units for individuals and families earning 120% or less of the Area Median Income (AMI).

With the approval of the Brownfield Plan, future tax incremental revenues will be captured to reimburse Brownfield Eligible Activities, including environmental assessment, limited site preparation and for the gap between construction and operating costs and rental revenues.

The Brownfield Plan, which includes a site map and legal description of the parcel, is available for public inspection at Office of the Antrim County Administrator. All aspects of the Brownfield Plan are open for discussion at the Public Hearing.

Individuals desiring assistance or accommodation to participate in the Public Hearing are requested to provide advance notice to the County Administrator's office at 231.533.6265.

THIS NOTICE is given by order of the Antrim County Board of Commissioners in accordance with 1996 Public Act 381.

Sheryl Guy
Antrim County Clerk

Appendix 5

Act 381 Brownfield Plan



Market	Name	Market	Name	Market	Name
37	Boyne City	200	Kalkaska	268	Petoskey
46	Cadillac	203	Kingsley	344	Traverse City-Central
54	Charlevoix - East Jordan	225	Manistee	345	Traverse City-Outer
135	Frankfort	248	Northport		
199	Kaleva	267	Pellston-Mackinaw City		

This document is from MSHDA's website and contains a typographic error in the first paragraph below. The Northwest Housing partnership includes Antrim, Benzie, Charlevoix, Emmet, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford Counties.

The Northwest Housing Partnership includes six counties (Alger, Delta, Dickinson, Marquette, Menominee and Schoolcraft), as well as 13 Statewide Housing Needs Assessment markets. An analysis of the latest-available Census data, as well as changes in housing prices and availability since 2016, shows that the eight markets in the partnership fall into four broad categories.

- The first market type is comprised of Wexford County, southwestern Missaukee County, and the Manistee area. Housing demand indicators in these areas are near statewide averages. The housing supply in these areas is predominately made up of single-family detached homes, with a slightly elevated proportion of mobile homes as well. Units here tend to be slightly larger than in other markets, and the percentage of new-build units is relatively low. Seasonal housing vacancies are low here, as are market vacancies. “Other” vacancies—a Census designation that is often used as a proxy for dilapidated or blighted housing stock—are higher than average, however. Both housing values and housing costs tend to be low; that coupled with moderate income tends to keep the incidence of shelter overburden relatively low. This pattern is likely to continue into the short term, at least, since housing costs and home values have decreased or remained steady since 2016.
- The second market group includes the areas surrounding Traverse City. Housing demand indicators here are higher than state averages. The group’s housing stock is dominated by single-family detached units, which tend to be older and larger than state averages. Homeownership here also exceeds the state average, and homeownership monthly costs are at or slightly below average. Rents tell a different story, however, since market vacancies declined sharply over the last five years, and rents have shot up as a result. Non-mortgaged homeowners also saw increases in housing costs during the same period. Home values also registered strong increases, but the rate of increase was slower than the Michigan average.
- Harbor Springs and Petoskey are included in the next market type. The residents in this group tend to be younger on average, with moderately high incomes and low levels of unemployment. They also tend to be well-educated, with a higher-than-average proportion of persons with bachelors degrees. Housing here tends to have more diversity in terms of both tenure and construction type; a majority is still single-family detached, but with higher levels of more-dense housing alternatives. Similarly, renters are more common in these markets, but most households own their homes. More of its stock tends to date back to the 1970s and 1980s, but some recent development has occurred as well. Housing quality is relatively high, since the percentage of units built before 1940 is low, as is the percentage of households that experience overcrowding. Housing values and cost tend to be moderately high in these markets, as is the overburdened percentage. Housing vacancy is not a large issue in these markets, as both the renter and owner vacancy rates are low. Changes between 2016 and 2021 may indicate higher housing costs in the future, since the number of market vacancies has decreased significantly during that time. This seems to have increased housing costs and home values for current residents, especially renters.
- The eastern portion of the partnership comprises another market type, which also includes the eastern portion of Manistee County. Housing demand measures are softer here compared to

other markets, since incomes here tend to be lower, and unemployment is relatively high. Supply measures indicate that the housing stock tends to be older and comprised mainly of single-family detached structures. Mobile homes are more common here than in other markets as well. A small percentage of the housing units here have been built after 2010, and a moderate percentage of its current residents moved into the area since 2018. Housing value tend to be lower in this category than in others as well, which tends to keep housing costs lower. Seasonal vacancies tend to take up a large percentage of all housing units in these regions, and “other” vacancies tend to be moderately high. Changes in housing costs between 2016 and 2021 tend to be stable or on a slight decline, while median housing values registered a small increase.

- Traverse City typifies the next market type. Housing demand indicators are mixed; household incomes are lower than the state average, but so is the unemployment rate. Commute times are also generally low. In terms of supply, this group’s housing stock displays a level of diversity rare in Michigan; the percentage of homes within single-family detached structures is significantly lower than in other markets, and multifamily structures account for around a quarter of the total. Mobile homes are about twice as common here than in other markets. Homeownership rates in these markets are also low, and majority renter markets are not uncommon among them. The stock also tends to be small, and of moderate age. While home values and costs are lower than state averages, lower incomes tend to increase the overburden rates in these markets. The proportion of vacancies on the market is higher here than in other places, and increased during the last five years, unlike the situation in other Michigan markets. During that same period, housing costs for owners and renters were either stable or decreased slightly, as did home values.
- Coastal areas in Leelanau, Benzie and Manistee Counties make up the last market type. General housing demand variables are moderate in these areas and are coupled with supply indicators that show the area’s housing stock is dominated by older single-family structures. Seasonal vacancies take up a large portion of all housing units. The stock also tends to be a bit smaller than average, and homeowner rates are very high. Housing costs tend to be low or moderate, likely impacted by the age and size of local housing units. “Other” vacancies tend to be higher as well. Market vacancies—those units either for sale or rent—decreased less than in other places, but upward pressures did force values significantly higher. Housing costs, however, were stable or dropped.
- Given local market conditions, certain tools or practices can be more effective than others. This data review uses two sources to generate possible policies to investigate for use regionally. The first is a product of researchers at Brookings and the Aspen Institute, who used local trends in housing data to determine logical tools and practices that could be used to help solve housing issues. They derived a set of market types, and policy responses tailored to conditions within these groups. Their work is at <https://www.brookings.edu/essay/introducing-the-housing-policy-matchmaker-a-diagnostic-tool-for-local-officials/>. The other is derived from the National Community of Practice on Local Housing Policy, which is a joint project of the Furman Center at New York University and Abt Associates. Their work was funded by the Ford Foundation, the John D. and Catherine T. MacArthur Foundation, the Kresge Foundation and the JPMorgan Chase Foundation. They have assembled a large list of tools that are keyed to what they term

strong and soft markets, which are detailed at <https://localhousingsolutions.org/housing-policy-framework/>. Each tool entry is hyperlinked to its description on the Local Housing Solutions website. These policies are not presented as prescriptions to meet local goals, since conditions outside the scope of this analysis could impact their appropriateness. Instead, they are a way to start thinking about what might work given a general sense of local market context.

Charlevoix - East Jordan

Population

29,760

Households

13,429

Median HH Income

\$64,824

Owner HH Income

\$72,132

Renter HH Income

\$35,114

Housing Costs

Owner Units

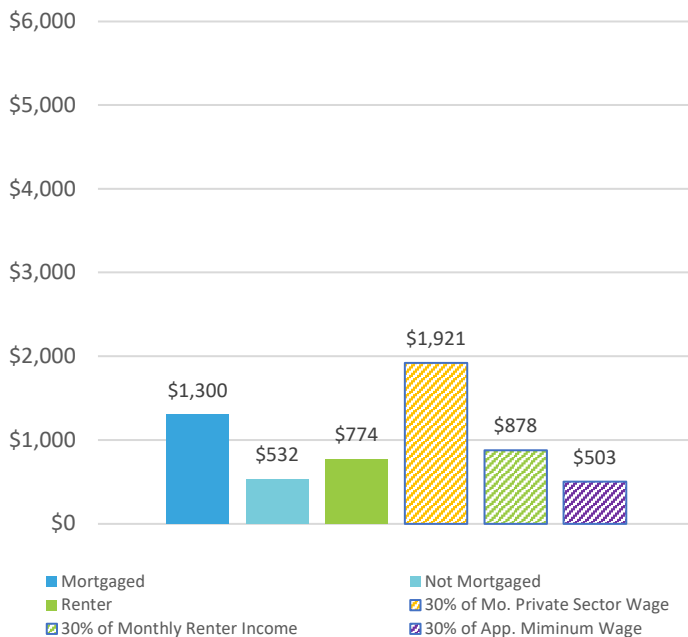
Home Value	\$220,263	2016 Value	\$195,965
Cost M/NM	\$1300/\$532	Value ▲	12.4%
\$73,421 To afford median home			

Renter Units

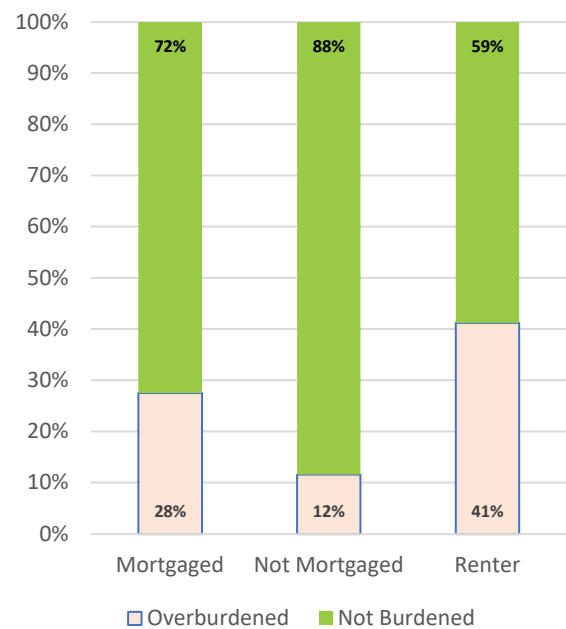
Gross Rent	\$774	2016 Rent	\$760
		Rent ▲	1.8%
\$30,960 To afford median gross rent			

Affordability Gap

Monthly Costs: Owners and Renters



Cost-Burdened Households



Housing and Development Conditions

Housing Stock

Units	22,944	Owner HH	84%	Renter HH	16%
Median Year Built	1975	% Built Pre-1970		37.6%	
Median Move Year	2008	% Built After 2010		3.3%	
Median Rooms	5.8	SF%	81.9%	MM%	9.1%
				MF%	3.7%

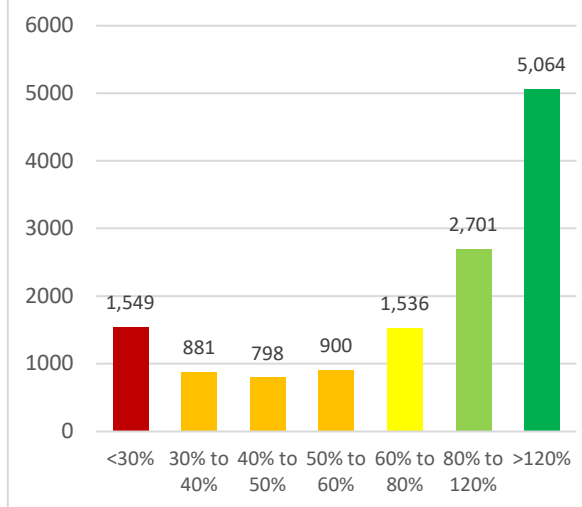
Vacancy Rates

Total	41.5%	Owner	0%	Renter	0%
Seasonal	37.8%	Other	1.9%	# V Rent	85
				#V Owner	191

Homeownership Rate by Race/Ethnicity

Black	5.4%	White	84.4%
Asian	100.0%	Other or Multiracial	72.3%
Am. Indian	69.9%	Hispanic	58.9%
Pacific Islnd	0.0%		

Number of Households by AMI Group



Charlevoix - East Jordan

Housing Policy Indicators

Household Count and Growth

Household Change, 2016 to 2021

Household Count, 2021

Market

2.5%

13,429

Partnership

2.8%

126,122

Housing Affordability

Home value / partnership income

Median Income, 2021

Median owner income, 2021

Median renter income, 2021

Median home value

Median gross rent

Income needed for median rent

Income needed for median value

Overburdened households

Market

Number

%

% Change

Partnership

Number

%

% Change

3.50

--

--

--

--

--

\$64,824

--

14.8%

\$63,018

--

14.8%

\$72,132

--

13.4%

\$71,028

--

14.1%

\$35,114

--

3.0%

\$35,263

--

3.8%

\$220,263

--

12.4%

\$198,217

--

18.1%

\$774

--

1.8%

\$914

--

7.4%

\$30,960

--

--

\$36,573

--

--

\$73,421

--

--

\$66,072

--

--

3,207

24%

-11.6%

30,706

24.3%

-11.8%

Housing Quality and Vacancy

"Other" vacancy

Seasonal vacancy

For-Sale vacancy

For-Rent vacancy

Homes built pre-1940

Homes built post-1990

Market

Number

%

% Change

Partnership

Number

%

% Change

440

1.9%

50.7%

5,150

2.9%

1.0%

8,677

37.8%

-3.9%

46,265

25.7%

0.7%

191

0.8%

-49.6%

1,430

0.8%

-45.2%

85

0.4%

-56.2%

2,181

1.2%

-2.9%

2,845

12.4%

--

22,755

12.6%

--

6,534

28.5%

--

67,039

37.2%

--

Other Market Indicators

Housing Policy Matchmaker Type*

Strength and Need Type**

Moderate Cost and Growing

High Strength and Low Need (Type IV)

Gap Analysis 2021

	Owner Units	Renter Units	Total Units
Market demand (estimated annual moves)	160	89	248
Market supply (vacant on market, adjusted for age)	61	35	96
5 year Market production goals (based on 75K units)	95	52	147
1 year Market production goals (based on 15K units)	19	10	29
5 year Partnership goals (based on 75K units)	1,363	605	1,968
1 year Partnership goals (based on 15K units)	273	121	394

Charlevoix - East Jordan

Home Mortgage Disclosure Act Patterns, 2021

Total Apps	348	Total Amt/App	\$320,977	% Approved	71.8%
Total Conventional Apps	276	Conventional Amt/App	\$346,703	% Conv Apprvd	70.7%
Total Assisted Apps	72	Assisted Amt/App	\$222,361	% Asst Apprvd	76.4%
Applications by Race: White					
Total Apps	285	Total Amt/App	\$333,281	% Positive	74.4%
Total Conventional Apps	227	Conventional Amt/App	\$361,167	% Conv Positive	73.6%
Total Assisted Apps	58	Assisted Amt/App	\$224,138	% Asst Positive	77.6%
Applications by Race: Black					
Total Apps	1	Total Amt/App	\$215,000	% Positive	0%
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	1	Assisted Amt/App	\$215,000	% Asst Positive	0.0%
Applications by Race: Asian					
Total Apps	2	Total Amt/App	\$95,000	% Positive	50.0%
Total Conventional Apps	2	Conventional Amt/App	\$95,000	% Conv Positive	50.0%
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Native American					
Total Apps	6	Total Amt/App	\$141,667	% Positive	66.7%
Total Conventional Apps	6	Conventional Amt/App	\$141,667	% Conv Positive	66.7%
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Hawaiian or Pacific Islander					
Total Apps	0	Total Amt/App	\$0	% Positive	NA
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Race Not Available					
Total Apps	51	Total Amt/App	\$275,392	% Positive	64.7%
Total Conventional Apps	43	Conventional Amt/App	\$291,977	% Conv Positive	60.5%
Total Assisted Apps	8	Assisted Amt/App	\$186,250	% Asst Positive	87.5%
Applications by Ethnicity: Hispanic					
Total Apps	4	Total Amt/App	\$227,500	% Positive	75.0%
Total Conventional Apps	4	Conventional Amt/App	\$227,500	% Conv Positive	75.0%
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA

Appendix 6

Act 381 Brownfield Plan

2023 Housing Needs Assessment

ANTRIM COUNTY

DATA SUMMARY



In order to effectively address the housing demands and ensure the well-being of our community Housing North received support from the Frey Foundation, Networks Northwest, and Hagerty to conduct a Housing Needs Assessment of our 10-county region in northern Michigan including the counties of Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee and Wexford with Bowen National Research. Launched in 2023, the **Housing Needs Assessment (HNA)** provides interested stakeholders with the base of knowledge to make informed strategic decisions on housing priorities and plans by understanding the housing needs. The study identified a housing gap of **8,813 rental units** in the region over the five-year projection and an overall regional for-sale housing gap of approximately **22,455 units** over the five-year projection period.

HOW MUCH HOUSING IS NEEDED IN ANTRIM COUNTY?



The county has an overall housing gap of **1,771 units** through 2027



RENTAL GAP
321 rental units

The greatest rental housing gaps in the county are for the two lowest housing affordability segments (rents below \$1,570 that are affordable to households earning up to 80% of Average Median Household Income).



FOR SALE GAP
1,450 for-sale units

The greatest for-sale housing gap in the county is for product priced between \$209,334 and \$314,000, which is affordable to households earning between \$62,801 and \$94,200.

Rental Housing Gap Estimates (2022 - 2027)

Percent of Median Income	≤ 50%	51%-80%	81%-120%	121%+
Household Income Range	≤ \$39,250	\$39,251-\$62,800	\$62,801-\$94,200	\$94,201+
Monthly rent range	≤ \$981	\$982-\$1,569	\$1,570-\$2,355	\$2,356+
Overall Units Needed	114	114	66	27

For-Sale Housing Gap Estimates (2022 - 2027)

Percent of Median Income	≤ 50%	51%-80%	81%-120%	121%+
Household Income Range	≤ \$39,250	\$39,251-\$62,800	\$62,801-\$94,200	\$94,201+
For Sale Price Point	≤ \$130,833	\$130,834-\$209,333	\$209,334-\$314,000	\$314,001+
Overall Units Needed	265	239	504	442

*2022 MEDIAN HOUSEHOLD INCOME \$66,587

2027 PROJECTED MEDIAN HOUSEHOLD INCOME \$74,909

Occupied and Vacant Housing Units by Tenure 2022 Estimates

Total Occupied		Owner Occupied	Renter Occupied	Vacant	Total
Number	10, 073	8, 756	1, 317	7, 535	17, 608
Percent	57.2%	86.9%	13.1%	42.8%	100%

HOUSING OCCUPANCY

In 2022, there was an estimated 17,608 housing units in the community. Based on estimates and 2020 Census data of the 10,073 total occupied housing units, 86.9% are owner occupied, while the remaining 13.1% are renter occupied.

88.6% OF VACANT HOUSING UNITS ARE CLASSIFIED AS "SEASONAL OR RECREATIONAL".

Cost Burdened Households - Paying more than 30% of income toward housing costs		Severe cost Burdened Households - Paying more than 50% of income toward housing costs	
Renter	Owner	Renter	Owner
36.4%	20.2%	14.3%	8.9%

COST BURDENED HOUSEHOLDS

The County has an estimated 457 renter households and 1,796 owner households that are housing cost burdened.

43.4% OF ALL COST BURDENED HOUSEHOLDS ARE SEVERELY COST BURDENED

KEY STATS



10%

OF THE POPULATION LIVES IN POVERTY

\$66,587

2022 MEDIAN HOUSEHOLD INCOME

\$794

AVERAGE GROSS RENT

\$191,914

ESTIMATED HOME VALUE

HOUSING AGE AND CONDITION

42% of the renter-occupied housing units were built prior to 1970. Making the county vulnerable to an increase in deteriorating and neglected housing stock.

POPULATION

The county has seen a population decline since 2020. The annual movership rate (population moving within or to the County) is 11.0%, which is lower than both Northern Michigan Region (12.1%) and statewide(13.4%) shares.

MIGRATION

1,982 workers are entering the community for work but do not live in the County. Approximately 5,386 or 68% live in the community but are leaving each day to work outside the community.

- The largest share (44.4%) of available housing units is priced at \$400,000 or above. The County also has a notable share (31.7%) of homes priced below \$200,000.
- There appears to be a shortage of homes priced between \$300,000 and \$399,999, a price point typically sought after by middle-class households.
- Available housing units between \$200,000 and \$300,000 accounted for less than 20% of for-sale housing units in the community.



SWOT ANALYSIS

STRENGTHS

- High level of rental housing demand
- Strong demand for for-sale housing
- Positive projected household growth
- Positive median household income growth

WEAKNESSES

- Limited available rentals and for-sale housing
- Disproportionately low share of rentals
- Lack of affordable workforce and senior housing alternatives

OPPORTUNITIES

- Housing need of 321 rental units
- Housing need of 1,450 for-sale units
- Attract some of the 1,982 commuters coming into the county for work to live in the county
- More than 100 parcels that could potentially support residential development

THREATS

- The county risks losing residents to other areas/communities
- Vulnerable to deteriorating and neglected housing stock
- Inability to attract businesses to county
- Inability of employers to attract and retain workers due to local housing issues
- Influence of seasonal/recreational housing

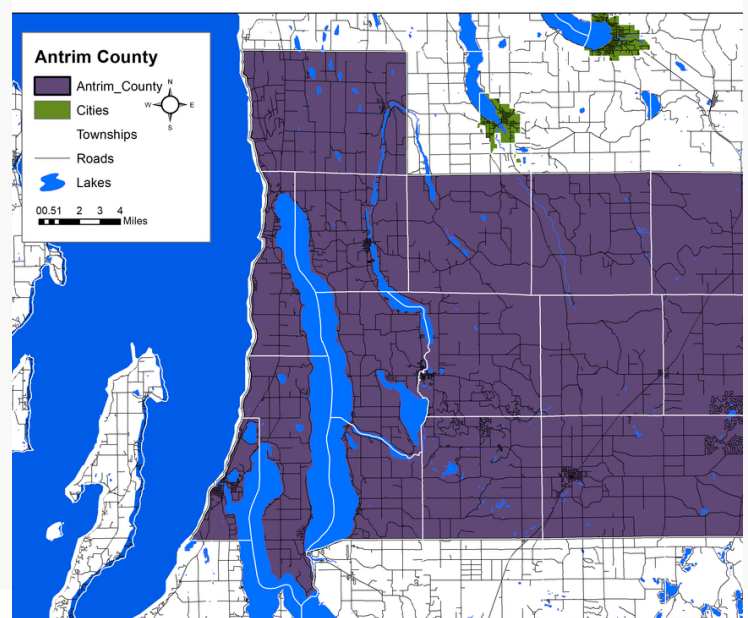
ABOUT THE LABOR FORCE

The county has an employment base of approximately 7,240 individuals. The labor force within the county is based primarily in four sectors:

1. Retail Trade (13.0%)
2. Accommodation & Food Services (10.6%),
3. Manufacturing (10.5%)
4. Health Care and Social Assistance (10.1%).

Although many occupations within the manufacturing and healthcare sectors offer competitive wages, it is important to understand that a significant number of the support occupations in these industries, as well as within the retail trade and accommodation and food services sectors, typically have lower average wages which can contribute to demand for affordable housing options.

Although development within the county should be prioritized to the housing product showing the greatest gaps, it appears efforts to address housing should consider most rents and price points across the housing spectrum. The addition of a variety of housing product types and affordability levels would enhance the subject county's ability to attract potential workers and help meet the changing and growing housing needs of the local market.



**FIND MORE INFORMATION
ABOUT ANTRIM COUNTY
AND HOW TO GET INVOLVED
AT HOUSINGNORTH.ORG**

Appendix 2

Act 381 Work Plan

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the “**Agreement**”) is made on May 16, 2024, between Bellaire Lofts, LLC, a Michigan Limited Liability Corporation / 1983 Company, a Michigan S Corp, collectively (the “**Developer**”) and the Antrim County Brownfield Redevelopment Authority (the “**ACBRA**”), a Michigan public body corporate organization.

PREMISES

- A. The Developer is engaged in the redevelopment of 6612 Bellaire Highway in Bellaire, Michigan which qualifies as Brownfield Eligible Property under Act 381, PA 1996, as amended, for a residential development (the “Development”) for qualified households with income at or below 120% of the Area Median Income (AMI) more fully described in Exhibit A, with Brownfield Housing Development Eligible Activities to be conducted on the Eligible Property described in the approved Brownfield Plan.
- B. The ACBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, as amended (“Act 381”) to promote the revitalization of contaminated, blighted, functionally obsolete, historically designated, or housing properties.
- C. The ACBRA has determined in furtherance of its purposes and to accomplish its goals that it is in the best interest of the ACBRA to finance certain Eligible Activities as defined by Sec. 2(o) of Act 381, MCL 125.2652(o) on Eligible Property and as described in the approved Brownfield Plan and Act 381 Work Plan, as may be amended or supplemented.
- D. The Brownfield Plan was recommended for adoption by the ACBRA on November 14, 2023, and adopted by the Antrim County Board of Commissioners on December 6, 2023, with concurrence by the Bellaire Village Council on November 1, 2023, and the Forest Home Township Board on November 2, 2023.
- E. Pursuant to the Brownfield Plan and Act 381 Work Plan, the ACBRA will capture and retain one hundred percent (100%) of the Tax Increment Revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Eligible Property consistent with Act 381, as amended, the approved Brownfield Plan and any approved MSHDA Act 381 Work Plan (the “Brownfield Tax Increment Revenues”). Upon satisfaction of the conditions expressed in this Agreement, the ACBRA will use the Brownfield Tax Increment Revenues to carry out the purposes described in Act 381 and this Agreement and to complete certain other activities described in the Brownfield Plan.

In consideration of the premises and the mutual covenants contained in this Agreement, the Developer and the ACBRA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

- (a) "ACBRA" means the Antrim County Brownfield Redevelopment Authority, established by the County Board.
- (b) "Act 381" means Act 381 of Michigan Public Acts of 1996, as amended.
- (c) "Act 381 Work Plan" means the work plan approved by the ACBRA and State of Michigan, and attached as Exhibit A, if applicable.
- (d) "Agreement" means this Development and Reimbursement Agreement entered into between the ACBRA and the Developer.
- (e) "AMI" means Area Median Income for the County as published annually by MSHDA.
- (f) "Brownfield Plan" means the Brownfield Plan, approved by the ACBRA and adopted by the County Commission, with the concurrence of the Village Council and Township Board, pursuant to Act 381.
- (g) "Brownfield Tax Increment Revenues" means one hundred percent (100%) of the tax increment revenues, as defined by Act 381, from all taxable real property located on the Eligible Property for the period of time for the Eligible Activity obligation to be met or the maximum established by the Brownfield Plan from the first year of capture, anticipated to be 2025, whichever is first, which amount results from the increase in taxable value of the Eligible Property multiplied by those millages the ACBRA is legally permitted to capture.
- (h) "County" means Antrim County.
- (i) "County Board" means the Antrim County Board of Commissioners.
- (j) "Developer" means Bellaire Lofts, LLC and the 1983 Company, collectively. its successors and assigns.
- (k) "Development" means the construction of Bellaire Lofts, a residential development and certain appurtenant properties and improvements as described in the Brownfield Plan.
- (l) "EGLE" means the Michigan Department of Environment, Great Lakes, and Energy.
- (m) "Eligible Activities" are those environmental response, non-environmental, and housing development activities eligible under Act 381 and included in the approved Brownfield Plan and, if applicable, approved Act 381 Work Plan.
- (n) "Eligible Property" is the property described in the Brownfield Plan that meets Act 381 qualifying status as Eligible Property from which tax increment revenues will be captured to

reimburse Eligible Activities and other costs, consistent with the Brownfield Plan, Act 381 Work Plan, and Act 381 as amended.

- (o) "Event of Default" means the failure by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 45 days after notice thereof has been given by the other party.
- (p) "Housing Development Activities Financing Gap" (the "Financing Gap") is a MSHDA Eligible Activity defined in Act 381 in part as reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for Income Qualified households.
- (q) "Income Qualified" or "Income Qualifications" means household incomes at or below 120% of AMI.
- (r) "Income Restricted Units" means residential rental units occupied by Income Qualified households.
- (s) "Indemnified Persons" means the ACBRA and the County and their elected and appointed officials, officers, agents, representatives, and employees.
- (t) "MSF" means the Michigan Strategic Fund.
- (u) "MSHDA" means the Michigan State Housing Development Authority.
- (v) "Maximum Eligible Activity Cost" means the ACBRA's maximum obligation to pay for the Environmental, Non-Environmental, and Housing Development Eligible Activities from Brownfield Tax Increment Revenues from the Development, as provided in the Brownfield Plan.
- (w) "Tax Increment Revenues" or "TIR" means the incremental increase in revenues resulting from the Eligible Property's increased taxable value, multiplied by those millages the ACBRA is legally permitted to capture from the Eligible Property, as authorized in the Brownfield Plan, as amended.
- (x) "Township" means Forest Home Township.
- (y) "Township Board" means the Forest Home Township Board.
- (z) "Transaction Costs" means the ACBRA expenses, and liabilities related to the authorization, execution, administration, oversight, and fulfillment of the ACBRA obligations under this Agreement, the Brownfield Plan, and Act 381 Work Plan, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, approval and amendments to the Brownfield Plan and Act 381 Work Plan, approvals of the developments contemplated herein, printing costs, costs of reproducing documents, filing and recording fees, consulting and attorney fees, financial expenses, insurance fees and expenses, administration and accounting for Brownfield Tax Increment Revenues, oversight

and review, and all other costs, liabilities, or expenses, related to the preparation and carrying out or enforcing the Brownfield Plan, Act 381 Work Plan, and this Agreement, or other related agreements with the Developer, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

(aa) "Village" means the Village of Bellaire.

ARTICLE 2

COVENANTS OF THE DEVELOPER AND THE ACBRA

Section 2.1 Construction of the Development. The Developer shall construct the Development in accordance with proper construction standards and this Agreement. The Developer shall proceed with due care and diligence and commence and complete Eligible Activities and the Development in accordance with this Agreement, and in accordance with any applicable law, regulation, code, and ordinance.

Section 2.2 Covenant to Pay Financial Obligations. The Developer will utilize their own funds for the Development. The Developer will receive reimbursement from the ACBRA to the extent of available Brownfield Tax Increment Revenues for payment of the Eligible Activities in accordance with the terms of this Agreement, the Brownfield Plan, the Act 381 Work Plan and Act 381 for the Development. Reimbursement for Eligible Activities shall be prioritized as follows:

- (a) First, five (5) percent of local tax capture revenues will be applied to the administrative and operating costs and Transaction Costs of the ACBRA;
- (b) Second, 50% of the State Education Tax will be held for the State Brownfield Fund, in accordance with Section 13(b)(14) of Act 381.
- (c) Third, Brownfield Tax Increment Revenues will be used to reimburse approved Eligible Activities expenses pursuant to Section 5.1, the approved Brownfield Plan, and approved Act 381 Work Plan to the Developer.

If the Development does not result in sufficient revenues to repay such obligations, the Developer agrees and understands that the Developer will have no claim or further recourse of any kind or nature against the ACBRA except from available captured tax revenues from the Development.

Section 2.3 Reimbursement Conditions: It is expressly understood and agreed that the reimbursement by the ACBRA to the Developer is subject to the following conditions:

- (a) The Developer shall have performed all of the covenants, obligations, terms, and conditions to be performed by them pursuant to this Agreement or other agreement with the ACBRA, and all preconditions to the performance of the Developer have been satisfied.
- (b) The ACBRA shall only be obligated to reimburse Eligible Activity Obligation that has been reviewed and approved by the ACBRA. Approval of the application, the Brownfield

Plan, Act 381 Work Plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through tax increment financing prior to review or approval of invoices. Expenditures must be documented to be reasonable for Eligible Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the written policies and procedures of the ACBRA for review and approval of invoices. All invoices for any Eligible Activities on the property must be submitted to the ACBRA Director for review within 180 days from the date of the invoice. While the ACBRA may waive this requirement in its discretion for good cause shown, the ACBRA shall be under no obligation to reimburse any invoice for an Eligible Activity that is not submitted in a timely fashion.

- (c) The Developer has adhered to the approved Brownfield Plan and Act 381 Work Plan.
- (d) There are adequate Brownfield Tax Increment Revenues.
- (e) The Developer shall provide sworn written waivers of liens by consultants, contractors, and subcontractors providing services for Eligible Activities as described in this Agreement.
- (f) The Developer has provided the documentation required under Section 2.4.
- (g) The Developer has paid the real and personal property taxes levied on any portion of the Development for which the Developer is responsible, on or before the date the same are payable, without interest or penalty. Any appeal to real property tax assessment shall apply to the current tax year only.
- (h) For State tax capture and reimbursement, Act 381 Work Plans as applicable have been approved by the ACBRA and EGLE for Environmental Eligible Activities, MSF for Non-Environmental Eligible Activities, and/or MSHDA for Housing Development Activities.
- (i) Interest will not be accrued or reimbursed on any Eligible Activity expenses and obligations.
- (j) The Development has received final full occupancy permit.

Section 2.4 Income, Rent Documentation and Reporting

- (a) The Developer shall monitor and annually provide to the ACBRA that all units are occupied by households or individuals that meet income requirements and that the rents being charged on an annual basis are no more than 30 percent of household income of 120% AMI, consistent with MSHDA requirements for the Missing Middle Program.
- (b) Households must prove eligibility at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form or as otherwise approved by MSHDA.

- (c) The Developer shall provide to the ACBRA Director no later than June 15 of each year as part of the Act 381 reporting requirements under MCL 125.2666(7,9) a report of the following:
1. Total Investment.
 2. Square Footage.
 3. New Jobs Created.
 4. Number of housing units produced.
 5. Number of income qualified purchaser households served.
 6. Number of income qualified renting households assisted.
 7. Housing unit rental rates or prices at which the housing units were sold.
 8. Racial and socioeconomic data on the individuals purchasing or renting the housing units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.
 9. Other information required to be reported to the State of Michigan to verify compliance with Act 381 unless that information is readily available to the Antrim County Treasurer.
- (d) The Developer shall provide an initial project budget and actual expenses to the ACBRA Director within 90 days of the Certificate of Occupancy with line items including but not limited to:
1. Capital Costs
 - i. Acquisition
 - ii. Infrastructure
 - iii. Earthwork / Site Improvements / Utilities
 - iv. New Construction
 - v. Professional Fees
 - vi. Transaction Costs
 - vii. Other Costs (specify)
 - viii. Debt Service. defined as net operating income plus depreciation plus interest divided by the required annual debt payment for the Developer.
 2. Operating Costs
 - i. Administrative Expenses
 - ii. Utilities
 - iii. Maintenance
 - iv. Taxes

v. Insurance

vi. Maintenance Reserve

3. Anticipated Rent Revenues

The cost and revenue information will be reviewed to estimate Housing Financing Gap.

- (e) The ACBRA will conduct an evaluation of Development costs, expenses, and revenues in five years after the date of the first Certificate of Occupancy and determine outcomes of the evaluation, as outlined in Exhibit B.

If the Agreement term is reduced, the Developer and its successors, if any, are released from income and rent monitoring responsibilities and Income Restricted Units may be released from income restrictions.

Section 2.5 Prohibition of Short-Term Rentals

- (a) In accordance with Section 15(12)(m)(iv) of the Act, no short-term rentals are allowed in any of the residential units. Leases shall be no fewer than 30 days.
- (b) The Developer agrees to include notice of the short-term rental prohibition in any lease and is responsible for monitoring compliance with this provision.

Section 2.6 Indemnification of Indemnified Persons.

- (a) The Developer shall be considered independent contractors and not agents or employees of the ACBRA or the County. Nor shall any agent or employee of the Developer be considered an agent or employee of the ACBRA or the County. The Developer shall remain responsible for any claims arising out of acts or omissions of the Developer during the performance of this Agreement, as provided by law. Additionally, the Developer and ACBRA shall not be considered engaged in a joint venture or partnership.
- (b) The Developer shall indemnify, defend, and hold the Indemnified Persons harmless from any loss, expense (including actual attorney fees), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership or operation, use or maintenance of their respective components of the Development from and after the date hereof. If any suit, action, or proceeding related to the Development is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Developer and the Developer shall defend such Indemnified Person with counsel reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Developer and the Developer shall have the right to settle, compromise, pay, or defend against any such claim on behalf of such Indemnified Person, except that the Developer may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to any penalty or limitation, unless such Indemnified Person gives its consent. The Developer shall not be

liable for payment or settlement of any such claim or proceeding made without its consent.

- (c) The Developer shall not be obligated to indemnify any Indemnified Person under subsection (b) if the liability arises out of the Indemnified Person's negligence, willful misconduct, or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any Indemnified Person.
- (d) The Developer also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including actual attorney fees, incurred in enforcing any obligation of the Developer under this Agreement or any related agreement.
- (e) The Developer shall use its reasonable best efforts to assure that, to the extent an Environmental Consultant provides services toward completion of Eligible Activities, at a minimum, the Environmental Consultant shall indemnify, defend, and hold Indemnified Persons harmless from any loss, expense (including actual attorney fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the actions or services of the Environmental Consultant.
- (f) This indemnification includes any loss, expense (including actual attorney fees), or liability in excess of that covered by any insurance of the Developer and shall survive the termination or expiration of this Agreement. By entering into this Agreement, the parties do not waive any immunities provided by law.

Section 2.7 Eligible Property Access. The Developer shall grant to the ACBRA or its designated agents, access to the Eligible Property to exercise the ACBRA's right to administer or oversee Eligible Activities related to the purposes and pursuant to the terms of this Agreement. The ACBRA shall give 24-hour written notice of its intent to access the Site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the ACBRA shall give notice as is reasonable and practicable under the circumstances.

Section 2.8 Separate Covenants and Obligations. Except as expressly provided in Section 2.3, the covenants and obligations of the Developer are separate covenants solely running to and enforceable by the ACBRA and/or MSHDA as provided by law, and to no other party, person, or entity. Unless otherwise expressly provided in this Agreement, a breach or default by the Developer of its obligations to the ACBRA shall not constitute a breach or default of this Agreement or bar enforcement or claims by the other parties. No third-party beneficiary rights, interests, or claims are created by implied contract, operation of law, or any other means.

ARTICLE 3 **CONDITIONS PRECEDENT TO OBLIGATIONS OF THE** **DEVELOPER AND THE ACBRA**

Section 3.1 Conditions Precedent to Obligations of the Developer to Acquire and Construct the Development. Any obligation of the Developer to acquire and construct the Development, as contemplated herein, are subject to the following conditions precedent which

must be satisfied by the Developer, as required herein, or waived in writing by ACBRA, except as specifically provided herein:

- (a) No condition, event, action, suit, proceeding, or investigation is occurring or threatened to occur, or shall be pending before any court, public board, or body to which the Developer, County, or ACBRA is a party, or threatened against the Developer, County, or ACBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or Act 381 Work Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 - (1) A material adverse effect upon the ability of the ACBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Agreement.
 - (2) A material adverse effect on the ability of the Developer or ACBRA to comply with the obligations and terms of this Agreement, the Brownfield Plan, or Act 381 Work Plan.
- (b) There shall have been no Event of Default by the Developer and ACBRA and no action or inaction by the ACBRA which eventually with the passage of time could become an Event of Default.
- (c) The Developer and ACBRA shall be in compliance with the terms and conditions to be performed by them pursuant to this Agreement.
- (d) Approval of the Act 381 Work Plan as applicable by EGLE for Environmental Eligible Activities, MSF for Non-Environmental Eligible Activities, and/or MSHDA for Housing Development Activities.
- (e) The Developer has received the consent of any affected utility for relocation, burial, or other activity necessary to construct their respective portions of the Development.
- (f) There has been no change in statutes or other laws that would negatively impact either party's ability to meet (a)-(e) above.
- (g) The Parties acknowledge that the Developer has made an advance payment to the ACBRA in the amount of \$10,000 to cover its expenses attributable to approval of the Application/Work Plan, Development and Reimbursement Agreement, and reimbursement for Eligible Activities as provided herein. The Developer shall make an additional advance payment of \$7,500 prior to approval of this agreement by the ACBRA. This payment will be a pre-approved reimbursable Eligible Activity cost. The ACBRA may request additional payment from the Developer adequate to cover its expenses attributable to new or amended Brownfield Plans, Act 381 Work Plans, Development and Reimbursement Agreements, or other new or amended documents or approvals requested by the Developer.

ARTICLE 4
COVENANTS OF THE ACBRA

Section 4.1 Adoption of Brownfield Plan. The ACBRA and County Board have approved the Brownfield Plan, with the concurrence of the Village Council and Township Board, and, if applicable, the ACBRA has approved Act 381 Work Plan(s), which provides for the payment of ACBRA Administrative and Transaction Costs and the preparation and approval of the Brownfield Plan and Act 381 Work Plan, and reimbursement for the Developer Eligible Activities expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, the Brownfield Plan, and Act 381 Work Plan.

Section 4.2 Completion of Eligible Activities. Upon the satisfactory completion of any Eligible Activities and satisfactory documentation of Eligible Activity costs and documentation of payment to Contractors by the Developer as described in the approved Brownfield Plan and Act 381 Work Plan, as applicable, the ACBRA shall, to the extent Brownfield Tax Increment Revenues are available, reimburse the Developer in accordance with the terms set forth in this Agreement. If the Developer incurs any expenses or costs for any activities other than the Eligible Activities or the Eligible Activity costs exceed the Maximum Costs of Eligible Activities as set forth in the Brownfield Plan, as amended or supplemented, the Developer shall bear such costs without any obligation on the part of the ACBRA. If the costs of Eligible Activities set forth in the Brownfield Plan, as amended or supplemented, are less than Maximum Costs of Eligible Activities, then the Developer shall have no further right of reimbursement beyond their actual costs.

Section 4.3 ACBRA or Contract Manager Oversight. The ACBRA may retain the services of a qualified contract manager to exercise oversight of the Developer and their environmental consultant, contractors, or subcontractors, for the purposes of assuring that the activities, invoices, and accounting by the Developer are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Agreement, the Brownfield Plan, the Act 381 Work Plan(s), and Act 381. The Developer shall provide the ACBRA and its contract manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that the ACBRA has no right to control or to exercise any control over the actual services or performance by the Developer of the Eligible Activities, except as to assurance that the Developer has met the conditions and requirements of this Agreement.

Section 4.4 Financial Considerations Between the Parties. Pursuant to MSHDA requirements, the Development and Reimbursement Agreement must include a detailed summary of any and all ownership interests, monetary considerations, fees, revenues, cost sharing, charges, or other financial arrangements or other considerations between the parties. The summary is attached as Exhibit B.

By signature of this Agreement, the parties verify that there are no ownership interests, monetary considerations, fees, revenues, cost sharing, charges, or other financial arrangements or other considerations between the parties other than those described in Exhibit C.

ARTICLE 5
CONDITIONS PRECEDENT TO ACBRA OBLIGATIONS

Section 5.1 Conditions Precedent to ACBRA's Reimbursement Obligation for Eligible Activities. The obligations of the ACBRA for reimbursements of costs to the Developer for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the Developer as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the ACBRA. It is expressly agreed that the ACBRA makes or gives no assurance of payment to the Developer by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan and/or Act 381 Work Plan, or as hereafter supplemented or amended, and that it shall have the right to review all written summaries of Eligible Activities and approve or deny invoices for Eligible Activities based upon the reasonableness of services performed by any consultant, contractor, or subcontractor under this Agreement. However, so long as an Eligible Activity by the Developer has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Agreement and to the extent Brownfield Tax Increment Revenues are available, the Developer shall be entitled to reimbursement for its Eligible Activities expenses. The approval of the Brownfield Plan, Act 381 Work Plan, or the project budget described below is not a guarantee that there will be sufficient Brownfield Tax Increment Revenues to reimburse the Eligible Activities, and if for any reason, the revenues are insufficient or there are none, the Developer assumes full responsibility for any such loss or cost of any Eligible Activity conducted.

- (a) The Developer will provide the following documentation:
1. Commitment to Lend from financial institution(s)
 2. Proof of Ownership
 3. MSHDA Missing Middle Grant Agreement
 4. Sworn Statements, including partial or full waivers of lien, as submitted and approved for payment and Title company endorsement.
 5. Progress reports of project completion, based on lead financial institution requirements.
 6. First Certificate of Occupancy
 7. Final Certificate of Occupancy, if applicable
 8. Other reasonable documentation as requested by the ACBRA and reasonably available to the Developers.
 9. Insurance Certifications
- (b) The Developer shall submit invoices of its Eligible Activities expenses and a written statement demonstrating a factual basis that it has completed the Eligible Activities to the ACBRA for preliminary review and approval within 180 days of completion of the Eligible Activity. Submission of a request for reimbursement by the Developer for their Eligible Activity expenses will include the following information in a format provided by the ACBRA:

1. a written statement detailing the Eligible Activity costs.
2. a written explanation as to why reimbursement is appropriate under the Brownfield Plan.
3. Copies of invoices from the consultants, contractors, engineers, attorneys, or others who provided such services and accompanying waivers of lien, canceled checks, or other forms of documentation of payment; and
4. A statement from the engineer or project manager overseeing the work on behalf of the Developer recommending payment.

Documentation of the costs incurred shall be provided including proof of payment, liens waivers, and detailed invoices for the costs incurred in sufficient detail to determine whether the costs incurred were for Eligible Activities. The ACBRA shall not be required to reimburse any request that is not submitted within 180 days after the expense is incurred.

- (c) Within 60 days after submittal of an invoice or invoices under (b) above, the ACBRA contract manager or Director shall review and approve or reject the reasonableness of the invoice(s) and activity as eligible or ineligible and, if recommended, shall present the invoice(s) to the ACBRA for approval. In the event of an objection, the ACBRA contract manager will notify the Developer within the 60-day time period, and the Developer shall meet to resolve or cure the objection. If the objection is not resolved or cured within 45 days, there is no obligation to pay the portion of the invoice(s) objected to until the parties have mutually agreed in writing through an alternative dispute mediation or there is a final judgment or order of a court of competent jurisdiction directing payment. It is expressly agreed that the ACBRA does not make or give any assurance of payment to the Developer by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan or Act 381 Work Plan and that the ACBRA shall have the right to review and approve or deny reimbursement for any invoices for Eligible Activities based on the reasonableness of services performed by any consultant or contractor under this Agreement.
- (d) Payment for approved invoices from Brownfield Tax Increment Revenues from the Development will be made annually no later than June 15.
- (e) No condition, event, action, suit, proceeding, or investigation is occurring or threatened to occur, or shall be pending before any court, public board, or body to which the Developer, County, or ACBRA is a party, or threatened against the Developer, County, or ACBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 1. A material adverse effect upon the ability of the ACBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Agreement.

2. A material adverse effect on the ability of the Developer or ACBRA to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.
 3. There shall have been no Event of Default by the ACBRA and no action or inaction by the ACBRA which eventually with the passage of time could become an Event of Default.
- (f) The Developer and ACBRA shall have performed all of the terms and conditions to be performed by them pursuant to this Agreement.
 - (g) Approval of the Act 381 Work Plan as applicable by EGLE for Environmental Eligible Activities, MSF for Non-Environmental Eligible Activities, and/or MSHDA for Housing Development Activities.
 - (h) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes, or regulations for land use and the Development have been secured.
 - (i) No violation of local ordinances.
 - (j) There has been no change in statutes or other laws that would have one or more of the effects described in (e) above.
 - (k) The Developer has received the consent of any affected utility for relocation, burial, or other activity necessary to construct their respective portions of the Development.
 - (l) The Developer shall have performed all of the terms and conditions to be performed by it.

ARTICLE 6.

DEVELOPER'S ENVIRONMENTAL CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR RESPONSIBILITIES

Section 6.1 ASTM and Industry Standards. To the extent that an Environmental Consultant or other contractors or subcontractors provide services toward completion of Eligible Activities, the Environmental Consultant, contractors, or subcontractors, shall perform all services and Eligible Activities under this Agreement in accordance with any applicable ASTM or other industry standards.

Section 6.2 Other Services Performed for Developer. It is expressly understood that ACBRA is not responsible for payment or reimbursement of any services for or expenses incurred by the Environmental Consultant, contractors, and/or Developer that are not within the scope of or in accordance with all of the terms, conditions, and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Environmental Consultant, contractors, subcontractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.3 Other Agreements. The Developer covenants that they will obtain a warranty from the Environmental Consultant, contractors, and subcontractors that it is not a party to any other existing or previous agreement which would adversely affect the Consultant's, the contractor's and/or subcontractor's ability to perform the services with respect to the Eligible Activities.

Section 6.4 Contractors. If the Developer hires any Environmental Consultant, contractor, and/or subcontractor, or retains any person, firm, or corporation to perform services related to Eligible Activities under this Agreement, the Developer shall first secure the written acknowledgment from such party that such party is not and shall not be or act as an agent or employee of the ACBRA nor assume or create any duty, commitment or obligation on behalf of nor bind the ACBRA in any respect whatsoever. A copy of such written acknowledgment shall be provided to ACBRA.

Section 6.5 Independent Contractor. The Environmental Consultant and any contractors and/or subcontractors shall perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee, or legal representative of the ACBRA. The ACBRA, the Environmental Consultant, and any contractor and/or subcontractor shall each have and maintain complete control over all its employees, agents, and operators. Facts or knowledge of which the Environmental Consultant, contractor, or subcontractor becomes aware shall not be imputed to the ACBRA without communication to and receipt by managerial officials or employees of the ACBRA. The Environmental Consultant or any contractor and/or subcontractor has no authority to assume or create and will not assume or create any commitment or obligation on behalf of the ACBRA in any respect whatsoever. Further, the Environmental Consultant or any contractor and/or subcontractor shall exercise its independent judgment for the services provided in this Agreement.

Section 6.6 Disposal of Hazardous Waste. In the event that samples or other materials contain substances classified as "hazardous waste" under state or federal law ("Hazardous Waste"), the Developer or their agent shall, under a manifest signed by the Developer, their agent, or a third party as the generator, have such samples transported for final disposal to a facility licensed to accept Hazardous Waste. It is expressly understood that the ACBRA does not have any oversight or other control or authority over the disposal of Hazardous Waste under the terms of this paragraph.

Section 6.7 Compliance With Laws. While on the Eligible Property, the Developer, the Environmental Consultant, and any contractor and/or subcontractor shall impose work orders on its employees, agents, and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters, but limited to only those Eligible Activities performed by Developer's Environmental Consultant, contractors or subcontractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractor performing activities.

Section 6.8 Contractor Insurance. The Developer shall assure that the Environmental Consultant and any contractors and/or subcontractors performing any part of the Eligible

Activities covered by this Agreement shall obtain and maintain the policies of insurance in the types and amount provided in Section 8.1.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of ACBRA. ACBRA represents and warrants to the Developer that:

- (a) ACBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the ACBRA, and this Agreement constitutes a valid and binding agreement of the ACBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which the ACBRA is a party or by which the ACBRA is bound.

Section 7.2 Representations and Warranties of the Developer. The Developer represents and warrants to the ACBRA that:

- (a) The Developer (i) are duly organized and validly existing as a Michigan corporation, limited liability company, or a 501(c)(3) non-profit organization in good standing under the laws of the State of Michigan, with power under the laws of such state to carry on their business as now being conducted; (ii) are duly qualified to do business in the State of Michigan, and (iii) have the power and authority to consummate the transactions contemplated under this Agreement by the Developer.
- (b) There is no material violation or default by the Developer of any provision of their Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which they are a party and by which they are bound, or to which they or any of their assets are subject, and compliance with the terms, conditions, and provisions of this Agreement does not conflict with and will not result in or constitute a breach of or default under any of the foregoing, wherein default, breach or violation would materially and adversely affect any of the transactions contemplated by or the validity of this Agreement.

- (c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Developer and this Agreement constitutes a valid and binding agreement of the Developer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (d) Except as a part of the performance and completion of Eligible Activities under the terms of this Agreement, the Developer and their contractors or subcontractors shall not use the Site for the storage, treatment, or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site, and shall obtain all necessary permits in connection therewith.
- (e) The Developer warrants that they will comply with all obligations, covenants, and conditions required of them or their agents or contractors under the terms of this Agreement.

ARTICLE 8

INSURANCE

Section 8.1 Insurance. The Developer and any contractor(s) or subcontractor(s) conducting Eligible Activities shall purchase and maintain insurance not less than the limits set forth below as applicable and necessary. The Developer and any contractor(s) and subcontractor(s) shall maintain such other insurances as they deem appropriate for their own protection and liabilities.

- (a) Worker's Disability Compensation Insurance including Employer's Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- (b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- (d) Contractor's Pollution Liability Insurance provided by Contractors, sub-contractors, and site work contractors engaging in environmental response activities, covering any sudden and non-sudden pollution or environmental impairment, including cleanup costs and defense, with limits of liability of not less than \$1,000,000 per occurrence (with first-party and third-party coverage).

Section 8.2 Cancellation Notice. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction, and/or material change to any insurance policy specified above shall be sent to the ACBRA.

Section 8.3 Additional Insured. The Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Professional Liability Insurance, and Pollution Liability Insurance, as described above, held by the Developer, and their Environmental Consultant and contractors, as appropriate shall have an endorsement including the Antrim County Brownfield Redevelopment Authority and Antrim County as additional insured. It is understood and agreed by naming the ACBRA and County as additional insured, the coverage afforded is considered to be primary and any other insurance the ACBRA or County may have in effect shall be considered secondary and/or in excess.

Section 8.4. Proof of Insurance. The Developer or any contractor or subcontractor shall furnish copies of certificates of insurance for each of the policies mentioned above to the ACBRA.

ARTICLE 9

REMEDIES AND TERMINATION

Section 9.1 Alternative Dispute Mediation. If a dispute arises between the parties to this Agreement, the parties shall seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions:

- (a) The party bringing in a claim shall give notice to the other party and, in writing, propose a meeting in which to discuss and attempt to resolve the claim within seven (7) days after the claim arises.
- (b) In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of twenty-one (21) days after the initial meeting between the parties. The mediator shall render his/her decision within ten (10) days of meeting with the parties. In the event that the mediator does not render a decision within said time period, the party bringing the claim shall have the right to proceed with litigation.
- (c) The purpose of the mediator is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
- (d) During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this mediation process shall be tolled.

Section 9.2 Remedies for Default. The ACBRA or the non-defaulting party will provide notice to the defaulting party of the nature and extent of the default. The defaulting party will have 45 days to remedy the default.

Section 9.3 Remedies upon Default. Upon the occurrence of an Event of Default which has not been remedied under Section 9.1 or Section 9.2, the non-defaulting party shall have the right to terminate this Agreement with the defaulting party or, at the election of such non-defaulting party, may obtain any form of relief permitted under the applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance by a court of competent jurisdiction.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of ACBRA's obligations under this Agreement or a maximum thirty (30) years from the first year of capture, estimated to begin in 2025, whichever is first, or pursuant to the terms of the Brownfield Plan or Act 381 Work Plan and Act 381, as amended. Upon the 5-year review and based on benchmarks in Exhibit B, the term may remain as above or be reduced by up to a maximum of 10 years.

Section 10.2 Sale or Transfer of Eligible Property or Site within the Plan. The Developer waives the right to reimbursement for outstanding Eligible Activity expense obligations, or any other reimbursement obligation of the ACBRA, to be paid through Brownfield Tax Increment Revenues captured from the portion of the Eligible Property that is sold, conveyed, transferred, or assigned unless the Developer complies with the following:

- (a) The Developer provides the prospective transferee with written notice of the Brownfield Plan, the nature and extent of Eligible Activities performed by the Developer pursuant to the Plan, and the extent of any outstanding obligation for reimbursement for Eligible Activity expenses from taxes to be captured from the Eligible Property.
- (b) The Developer and the transferee enter into an allocation agreement covering how the Brownfield Tax Increment Revenues collected on the Eligible Property shall be distributed between the Developer and the prospective purchaser or transferee for any outstanding obligations or future obligations for Eligible Activities on the Eligible Property.
- (c) The Developer provides the ACBRA with copies of the written notice and the allocation agreement between the Developer and the transferee of the Eligible Property prior to transfer of the Eligible Property, and the ACBRA approves the agreement, which shall not be unreasonably denied.

Section 10.3 Assignment of this Agreement. No party to this Agreement may transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement, including the right to reimbursement from Brownfield Tax Increment Revenue, without the prior written consent of all other parties hereto, which consent will not be unreasonably withheld.

Section 10.4 Notices. All notices, certificates, or communications required by this Agreement to be given shall be in writing and shall be deemed delivered when personally served, or when

received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to ACBRA: Jeremy Scott, County Administrator
 ACBRA Director
 Antrim County
 203 E. Cayuga Street, P.O. Box 187
 Bellaire, Michigan 49615

If to Developer: Isaac Oswalt, Principal
 Bellaire Lofts, LLC
 452 Ada Drive, SE Suite 220
 Ada, Michigan 49301

or to such other address and/or representative as such party may specify by appropriate notice.

Section 10.5 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 10.6 Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 10.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define, or describe the scope or intent of any provision of this Agreement.

Section 10.9 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 13th Judicial Circuit Court of the State of Michigan, the 86th District of the State of Michigan, or the United States District Court for the Western District of Michigan, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

Section 10.10 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Development, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way,

permits, licenses, approvals and any other permissions necessary for the construction or operation thereof. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement including, but not limited to, such documents or agreements as may be required by the lenders of the Developer with respect to the Development to secure the financing from such lenders. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of their respective obligations hereunder and to assure that all conditions precedent to the completion of the Development are timely satisfied.

Section 10.11 Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 10.12 Brokerage Fees. The ACBRA and the Developer represent and warrant to the others that no broker or finder has been engaged in connection with this Agreement. The ACBRA, without waiving any governmental immunity and to the extent allowed by law, and Developer shall indemnify each other and hold each other harmless from and of any and all liability (including reasonable attorneys' fees and costs) for brokerage commissions or finders' fees in connection with this Agreement to the extent such liability or claim is based on any arrangement or agreement made or claimed to have been made by or on behalf of the indemnifying party.

Section 10.13 Condominium Documents. The Developer agrees to put notice of this Agreement in any condominium Master Deed, if a condominium project is developed on this land.

Section 10.14 Order of Precedence. In the event of conflict between the terms and conditions of this Agreement, any attachments hereto and Act 381, the order of precedence shall be: (a) Act 381; (b) this Agreement; (c) Brownfield Plan; and (d) Act 381 Work Plan.

The ACBRA and the Developer have caused this Agreement to be duly executed and delivered as of the date first written above.

Bellaire Lofts, LLC

A handwritten signature in black ink, appearing to be 'IO', written over a horizontal line.

By: Isaac Oswalt
Its: Principal

APPROVED AS TO SUBSTANCE:

ANTRIM COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

A handwritten signature in blue ink, appearing to be 'J. Scott', written over a horizontal line.

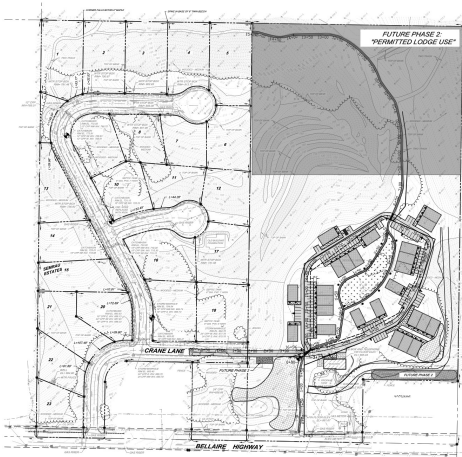
By: Jeremy Scott
County Administrator / ACBRA Director

A handwritten signature in blue ink, appearing to be 'Rachel Krino', written over a horizontal line.

By: Rachel Krino
Its: Chair

EXHIBIT A: THE DEVELOPMENT

Bellaire Lofts, LLC, a limited liability corporation formed by the 1983 Company, has acquired property at 6612 Bellaire Highway in Bellaire to develop 50 townhomes with a total of 146 residential suites for qualified households or individuals with incomes no greater than 120% Area Median Income (AMI).



Site Plan



Renderings



Construction



Layout

The total investment is estimated at over \$17 million.

Extraordinary development costs will impact the economic viability of the project, including the gap between project capital, operation costs, and rent revenue for residential units for households with income no greater than 120% of Area Median Income (AMI).

Pursuant to Michigan State Housing Development Authority standards and Act 381, unit rents will be limited to no greater than 30 percent of 120% AMI for qualified households for the duration of Tax Increment Revenue capture.

Estimated development timeline:

- Groundbreaking: January 2024
- Foundations: Spring 2024
- First Building Completion: Summer 2024
- Site Complete: Fall 2024

EXHIBIT B: FIVE YEAR FINANCIAL REVIEW AND EVALUATION

Brownfield Plan Resolutions approved by the ACBRA and County Board, with the concurrence of the Village Council and Township Board, included a requirement to review Brownfield TIF revenues, project income and expenses, and rental rates in five years after the date of the first certificate of occupancy. The purpose is to review the project capital expenses, debt obligations, operating costs, rental revenues, and Brownfield TIF revenues, measured against benchmarks for project economic viability.

The Developers have provided a pro forma in the format developed by the Michigan Economic Development Corporation (MEDC) dated November 16, 2023. Financial information required below as part of the 5-year evaluation shall be submitted in the MEDC pro forma format, with original documentation.

The following provides the framework for the Financial Review and Evaluation.

- Developer Information:
 - Construction Cost – the Developer will provide the final closeout documents for construction contracts as well as other engineering or professional construction services expenses.
 - Operating Cost – a 3-year detail of all project operating costs, including but not limited to maintenance, janitorial, and repairs.
 - Utilities – 3-year detail of electricity, water, sewer, natural gas, and cable/internet
 - Administrative – 3-year detail of management fees, payroll, overhead, and legal/accounting.
 - Insurance
 - Reserve Requirements based on financial institution but no less than 2%.
 - Debt Service – Disclosure of terms and conditions of project financing.
- Benchmarks – the following benchmarks are established for the economic viability of the project.

Debt Service Coverage Ratio:	<i>1.4 (or as required by lender)</i>
Internal Rate of Return:	9%
Cash on Cash Return:	9%
Return on Owner Equity:	8%

- Evaluation Outcomes:
 - If the Evaluation determines the project is meeting the Benchmarks, no adjustment will be considered.
 - If the Evaluation determines the project exceeds the Benchmarks, the following adjustments will be considered, with the input of the Developer:
 - Rents may be lowered to reduce revenue and align the Project with the Benchmarks.
 - The Brownfield Plan may be amended under the procedures in Act 381 to either reduce the annual reimbursement or reduce the term of TIR capture.

EXHIBIT C: FINANCIAL CONSIDERATIONS BETWEEN THE PARTIES

The Bellaire Lofts redevelopment includes the following incentives:

Act 381 Brownfield Plan and Work Plan – Tax Increment Financing:

Summary of Estimated Eligible Costs/Capture

Eligible Activities	Cost
Total to the ACBRA	\$340,109
Administration/Operating Costs (5% of Local Tax Increment Revenues [TIR])	\$290,109
Brownfield Plan Implementation (School and Local TIR)	\$50,000
Total to the Developer	\$9,935,533
Michigan State Housing Development Authority (MSHDA) Work Plan Eligible Activities	\$9,923,233
Pre-Approved Michigan Department of Environment, Great Lakes, and Energy (EGLE) Activities	\$12,300
Total to the Local Brownfield Revolving Fund (LBRF)	\$0
Total to the State Brownfield Revolving Fund (SBRF)	\$622,334
Total Estimated Costs	\$10,897,976
School TIR	\$5,233,720
Local TIR	\$5,664,256

MSHDA Grant and TIF Loan:

The Developer is also pursuing a MSHDA Grant, an estimated \$2,500,000 benefit and a MSHDA TIF Loan in an estimated amount of \$4,500,000.

Appendix 3

Act 381 Work Plan

FORMULA	Location	Type	FMR/MR Rent	Control Rent - Project Rent	= PRL x No. of Units x No. of Months x No. of Years =	PRL GAP CAP	Per Unit	
FMR	Antrim Co.	1 Bedroom	\$ 826.00	\$ 2,065.00 - \$ 825.00	= \$ 1,240.00 x 72 x 12 x 30 =	\$ 32,140,800.00	\$ 446,400.00	
FMR	Antrim Co.	1 Bedroom ADA	\$ 826.00	\$ 2,065.00 - \$ 1,625.00	= \$ 440.00 x 2 x 12 x 30 =	\$ 316,800.00	\$ 158,400.00	
FMR	Antrim Co.	3 Bedroom	\$ 1,231.00	\$ 3,077.50 - \$ 2,400.00	= \$ 677.50 x 24 x 12 x 30 =	\$ 5,853,600.00	\$ 243,900.00	
					TOTAL Housing Subsidy	98	\$ 38,311,200.00	\$ 848,700.00
					Approved BRA TIF Request	98	\$ 9,714,483.00	\$ 99,127.38
							\$ (28,596,717.00)	\$ (749,572.62)
Other Approved Eligible Activities								
			1. EGLE Department Specific Activities	\$	12,300.00			
			2. Site Preparation	\$	180,750.00			
			4. Brownfield Plan/Work Plan - Developer	\$	28,000.00			
			5. Brownfield Plan/Work Plan - County BRA	\$	50,000.00			
			6. BRA Administrative Fee (5% of Local Taxes)	\$	290,109.00			
					Total Approved BRA TIF Request	\$ 10,275,642.00		

Appendix 4

Act 381 Work Plan

2023 Housing Needs Assessment

ANTRIM COUNTY

DATA SUMMARY



In order to effectively address the housing demands and ensure the well-being of our community Housing North received support from the Frey Foundation, Networks Northwest, and Hagerty to conduct a Housing Needs Assessment of our 10-county region in northern Michigan including the counties of Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee and Wexford with Bowen National Research. Launched in 2023, the **Housing Needs Assessment (HNA)** provides interested stakeholders with the base of knowledge to make informed strategic decisions on housing priorities and plans by understanding the housing needs. The study identified a housing gap of **8,813 rental units** in the region over the five-year projection and an overall regional for-sale housing gap of approximately **22,455 units** over the five-year projection period.

HOW MUCH HOUSING IS NEEDED IN ANTRIM COUNTY?



The county has an overall housing gap of **1,771 units** through 2027



RENTAL GAP
321 rental units

The greatest rental housing gaps in the county are for the two lowest housing affordability segments (rents below \$1,570 that are affordable to households earning up to 80% of Average Median Household Income).



FOR SALE GAP
1,450 for-sale units

The greatest for-sale housing gap in the county is for product priced between \$209,334 and \$314,000, which is affordable to households earning between \$62,801 and \$94,200.

Rental Housing Gap Estimates (2022 - 2027)

Percent of Median Income	≤ 50%	51%-80%	81%-120%	121%+
Household Income Range	≤ \$39,250	\$39,251-\$62,800	\$62,801-\$94,200	\$94,201+
Monthly rent range	≤ \$981	\$982-\$1,569	\$1,570-\$2,355	\$2,356+
Overall Units Needed	114	114	66	27

For-Sale Housing Gap Estimates (2022 - 2027)

Percent of Median Income	≤ 50%	51%-80%	81%-120%	121%+
Household Income Range	≤ \$39,250	\$39,251-\$62,800	\$62,801-\$94,200	\$94,201+
For Sale Price Point	≤ \$130,833	\$130,834-\$209,333	\$209,334-\$314,000	\$314,001+
Overall Units Needed	265	239	504	442

*2022 MEDIAN HOUSEHOLD INCOME \$66,587

2027 PROJECTED MEDIAN HOUSEHOLD INCOME \$74,909

Occupied and Vacant Housing Units by Tenure 2022 Estimates

Total Occupied		Owner Occupied	Renter Occupied	Vacant	Total
Number	10, 073	8, 756	1, 317	7, 535	17, 608
Percent	57.2%	86.9%	13.1%	42.8%	100%

HOUSING OCCUPANCY

In 2022, there was an estimated 17,608 housing units in the community. Based on estimates and 2020 Census data of the 10,073 total occupied housing units, 86.9% are owner occupied, while the remaining 13.1% are renter occupied.

88.6% OF VACANT HOUSING UNITS ARE CLASSIFIED AS "SEASONAL OR RECREATIONAL".

Cost Burdened Households - Paying more than 30% of income toward housing costs		Severe cost Burdened Households - Paying more than 50% of income toward housing costs	
Renter	Owner	Renter	Owner
36.4%	20.2%	14.3%	8.9%

COST BURDENED HOUSEHOLDS

The County has an estimated 457 renter households and 1,796 owner households that are housing cost burdened.

43.4% OF ALL COST BURDENED HOUSEHOLDS ARE SEVERELY COST BURDENED

KEY STATS



10%

OF THE POPULATION LIVES IN POVERTY

\$66,587

2022 MEDIAN HOUSEHOLD INCOME

\$794

AVERAGE GROSS RENT

\$191,914

ESTIMATED HOME VALUE

HOUSING AGE AND CONDITION

42% of the renter-occupied housing units were built prior to 1970. Making the county vulnerable to an increase in deteriorating and neglected housing stock.

POPULATION

The county has seen a population decline since 2020. The annual movership rate (population moving within or to the County) is 11.0%, which is lower than both Northern Michigan Region (12.1%) and statewide(13.4%) shares.

MIGRATION

1,982 workers are entering the community for work but do not live in the County. Approximately 5,386 or 68% live in the community but are leaving each day to work outside the community.

- The largest share (44.4%) of available housing units is priced at \$400,000 or above. The County also has a notable share (31.7%) of homes priced below \$200,000.
- There appears to be a shortage of homes priced between \$300,000 and \$399,999, a price point typically sought after by middle-class households.
- Available housing units between \$200,000 and \$300,000 accounted for less than 20% of for-sale housing units in the community.



SWOT ANALYSIS

STRENGTHS

- High level of rental housing demand
- Strong demand for for-sale housing
- Positive projected household growth
- Positive median household income growth

WEAKNESSES

- Limited available rentals and for-sale housing
- Disproportionately low share of rentals
- Lack of affordable workforce and senior housing alternatives

OPPORTUNITIES

- Housing need of 321 rental units
- Housing need of 1,450 for-sale units
- Attract some of the 1,982 commuters coming into the county for work to live in the county
- More than 100 parcels that could potentially support residential development

THREATS

- The county risks losing residents to other areas/communities
- Vulnerable to deteriorating and neglected housing stock
- Inability to attract businesses to county
- Inability of employers to attract and retain workers due to local housing issues
- Influence of seasonal/recreational housing

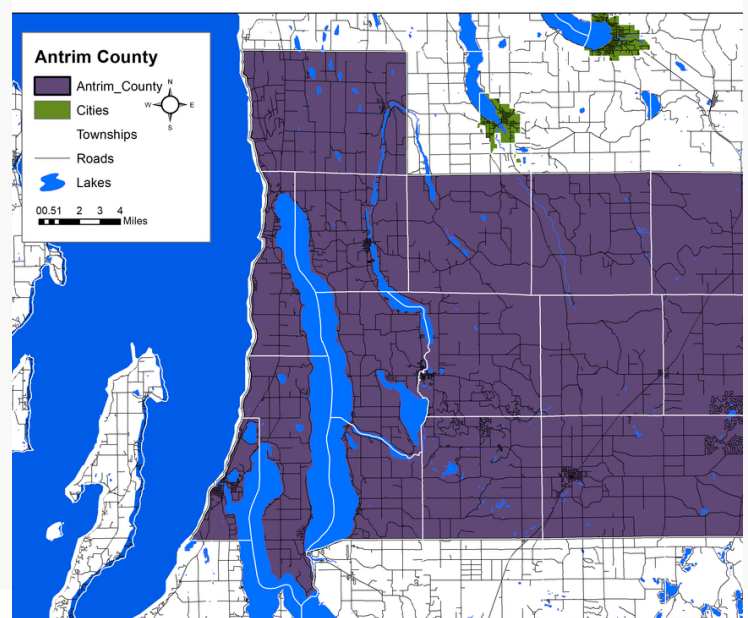
ABOUT THE LABOR FORCE

The county has an employment base of approximately 7,240 individuals. The labor force within the county is based primarily in four sectors:

1. Retail Trade (13.0%)
2. Accommodation & Food Services (10.6%),
3. Manufacturing (10.5%)
4. Health Care and Social Assistance (10.1%).

Although many occupations within the manufacturing and healthcare sectors offer competitive wages, it is important to understand that a significant number of the support occupations in these industries, as well as within the retail trade and accommodation and food services sectors, typically have lower average wages which can contribute to demand for affordable housing options.

Although development within the county should be prioritized to the housing product showing the greatest gaps, it appears efforts to address housing should consider most rents and price points across the housing spectrum. The addition of a variety of housing product types and affordability levels would enhance the subject county's ability to attract potential workers and help meet the changing and growing housing needs of the local market.



**FIND MORE INFORMATION
ABOUT ANTRIM COUNTY
AND HOW TO GET INVOLVED
AT HOUSINGNORTH.ORG**

Appendix 5

Act 381 Work Plan



Market	Name	Market	Name	Market	Name
37	Boyne City	200	Kalkaska	268	Petoskey
46	Cadillac	203	Kingsley	344	Traverse City-Central
54	Charlevoix - East Jordan	225	Manistee	345	Traverse City-Outer
135	Frankfort	248	Northport		
199	Kaleva	267	Pellston-Mackinaw City		

The Northwest Housing Partnership includes six counties (Alger, Delta, Dickinson, Marquette, Menominee and Schoolcraft), as well as 13 Statewide Housing Needs Assessment markets. An analysis of the latest-available Census data, as well as changes in housing prices and availability since 2016, shows that the eight markets in the partnership fall into four broad categories.

- The first market type is comprised of Wexford County, southwestern Missaukee County, and the Manistee area. Housing demand indicators in these areas are near statewide averages. The housing supply in these areas is predominately made up of single-family detached homes, with a slightly elevated proportion of mobile homes as well. Units here tend to be slightly larger than in other markets, and the percentage of new-build units is relatively low. Seasonal housing vacancies are low here, as are market vacancies. “Other” vacancies—a Census designation that is often used as a proxy for dilapidated or blighted housing stock—are higher than average, however. Both housing values and housing costs tend to be low; that coupled with moderate income tends to keep the incidence of shelter overburden relatively low. This pattern is likely to continue into the short term, at least, since housing costs and home values have decreased or remained steady since 2016.
- The second market group includes the areas surrounding Traverse City. Housing demand indicators here are higher than state averages. The group’s housing stock is dominated by single-family detached units, which tend to be older and larger than state averages. Homeownership here also exceeds the state average, and homeownership monthly costs are at or slightly below average. Rents tell a different story, however, since market vacancies declined sharply over the last five years, and rents have shot up as a result. Non-mortgaged homeowners also saw increases in housing costs during the same period. Home values also registered strong increases, but the rate of increase was slower than the Michigan average.
- Harbor Springs and Petoskey are included in the next market type. The residents in this group tend to be younger on average, with moderately high incomes and low levels of unemployment. They also tend to be well-educated, with a higher-than-average proportion of persons with bachelors degrees. Housing here tends to have more diversity in terms of both tenure and construction type; a majority is still single-family detached, but with higher levels of more-dense housing alternatives. Similarly, renters are more common in these markets, but most households own their homes. More of its stock tends to date back to the 1970s and 1980s, but some recent development has occurred as well. Housing quality is relatively high, since the percentage of units built before 1940 is low, as is the percentage of households that experience overcrowding. Housing values and cost tend to be moderately high in these markets, as is the overburdened percentage. Housing vacancy is not a large issue in these markets, as both the renter and owner vacancy rates are low. Changes between 2016 and 2021 may indicate higher housing costs in the future, since the number of market vacancies has decreased significantly during that time. This seems to have increased housing costs and home values for current residents, especially renters.
- The eastern portion of the partnership comprises another market type, which also includes the eastern portion of Manistee County. Housing demand measures are softer here compared to

other markets, since incomes here tend to be lower, and unemployment is relatively high. Supply measures indicate that the housing stock tends to be older and comprised mainly of single-family detached structures. Mobile homes are more common here than in other markets as well. A small percentage of the housing units here have been built after 2010, and a moderate percentage of its current residents moved into the area since 2018. Housing value tend to be lower in this category than in others as well, which tends to keep housing costs lower. Seasonal vacancies tend to take up a large percentage of all housing units in these regions, and “other” vacancies tend to be moderately high. Changes in housing costs between 2016 and 2021 tend to be stable or on a slight decline, while median housing values registered a small increase.

- Traverse City typifies the next market type. Housing demand indicators are mixed; household incomes are lower than the state average, but so is the unemployment rate. Commute times are also generally low. In terms of supply, this group’s housing stock displays a level of diversity rare in Michigan; the percentage of homes within single-family detached structures is significantly lower than in other markets, and multifamily structures account for around a quarter of the total. Mobile homes are about twice as common here than in other markets. Homeownership rates in these markets are also low, and majority renter markets are not uncommon among them. The stock also tends to be small, and of moderate age. While home values and costs are lower than state averages, lower incomes tend to increase the overburden rates in these markets. The proportion of vacancies on the market is higher here than in other places, and increased during the last five years, unlike the situation in other Michigan markets. During that same period, housing costs for owners and renters were either stable or decreased slightly, as did home values.
- Coastal areas in Leelanau, Benzie and Manistee Counties make up the last market type. General housing demand variables are moderate in these areas and are coupled with supply indicators that show the area’s housing stock is dominated by older single-family structures. Seasonal vacancies take up a large portion of all housing units. The stock also tends to be a bit smaller than average, and homeowner rates are very high. Housing costs tend to be low or moderate, likely impacted by the age and size of local housing units. “Other” vacancies tend to be higher as well. Market vacancies—those units either for sale or rent—decreased less than in other places, but upward pressures did force values significantly higher. Housing costs, however, were stable or dropped.
- Given local market conditions, certain tools or practices can be more effective than others. This data review uses two sources to generate possible policies to investigate for use regionally. The first is a product of researchers at Brookings and the Aspen Institute, who used local trends in housing data to determine logical tools and practices that could be used to help solve housing issues. They derived a set of market types, and policy responses tailored to conditions within these groups. Their work is at <https://www.brookings.edu/essay/introducing-the-housing-policy-matchmaker-a-diagnostic-tool-for-local-officials/>. The other is derived from the National Community of Practice on Local Housing Policy, which is a joint project of the Furman Center at New York University and Abt Associates. Their work was funded by the Ford Foundation, the John D. and Catherine T. MacArthur Foundation, the Kresge Foundation and the JPMorgan Chase Foundation. They have assembled a large list of tools that are keyed to what they term

strong and soft markets, which are detailed at <https://localhousingsolutions.org/housing-policy-framework/>. Each tool entry is hyperlinked to its description on the Local Housing Solutions website. These policies are not presented as prescriptions to meet local goals, since conditions outside the scope of this analysis could impact their appropriateness. Instead, they are a way to start thinking about what might work given a general sense of local market context.

Charlevoix - East Jordan

Population

29,760

Households

13,429

Median HH Income

\$64,824

Owner HH Income

\$72,132

Renter HH Income

\$35,114

Housing Costs

Owner Units

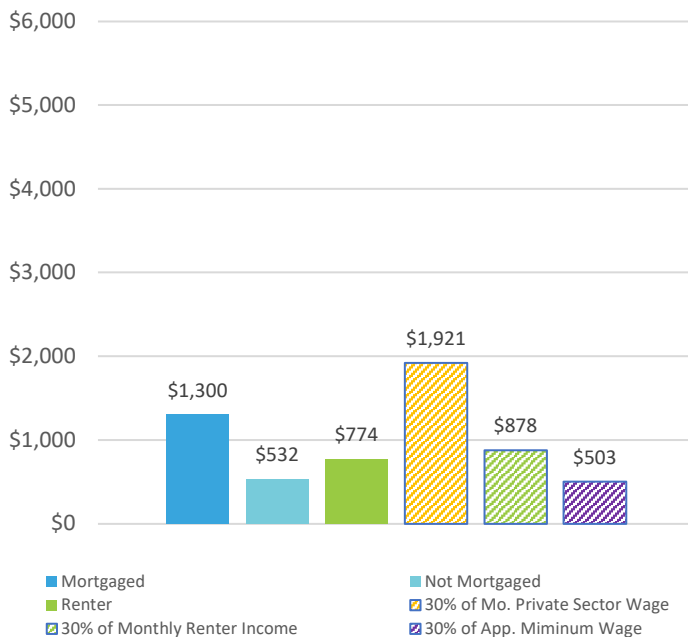
Home Value	\$220,263	2016 Value	\$195,965
Cost M/NM	\$1300/\$532	Value ▲	12.4%
\$73,421 To afford median home			

Renter Units

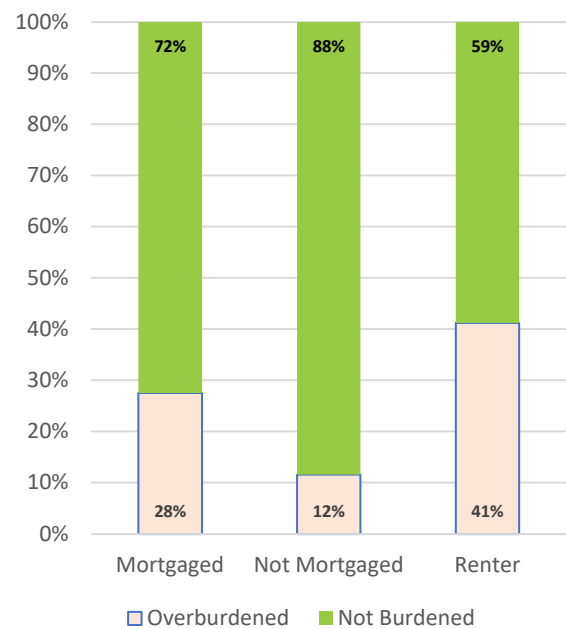
Gross Rent	\$774	2016 Rent	\$760
		Rent ▲	1.8%
\$30,960 To afford median gross rent			

Affordability Gap

Monthly Costs: Owners and Renters



Cost-Burdened Households



Housing and Development Conditions

Housing Stock

Units	22,944	Owner HH	84%	Renter HH	16%
Median Year Built	1975	% Built Pre-1970			37.6%
Median Move Year	2008	% Built After 2010			3.3%
Median Rooms	5.8	SF%	81.9%	MM%	9.1%
				MF%	3.7%

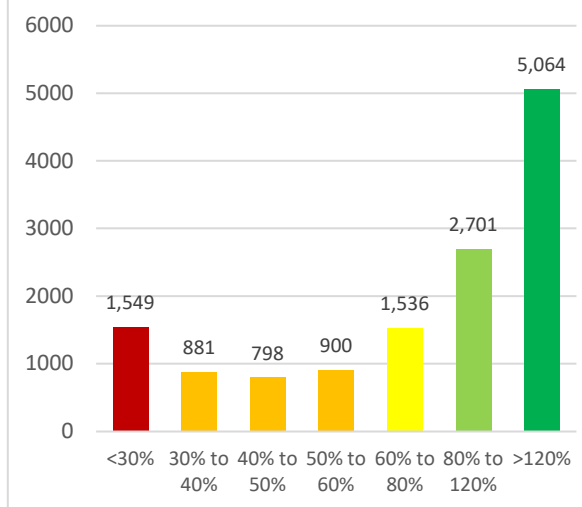
Vacancy Rates

Total	41.5%	Owner	0%	Renter	0%
Seasonal	37.8%	Other	1.9%	# V Rent	85
				#V Owner	191

Homeownership Rate by Race/Ethnicity

Black	5.4%	White	84.4%
Asian	100.0%	Other or Multiracial	72.3%
Am. Indian	69.9%	Hispanic	58.9%
Pacific Islnd	0.0%		

Number of Households by AMI Group



Charlevoix - East Jordan

Housing Policy Indicators

Household Count and Growth

Household Change, 2016 to 2021
Household Count, 2021

Market

2.5%
13,429

Partnership

2.8%
126,122

Housing Affordability

Home value / partnership income
Median Income, 2021
Median owner income, 2021
Median renter income, 2021
Median home value
Median gross rent
Income needed for median rent
Income needed for median value
Overburdened households

Market

Number	%	% Change
3.50	--	--
\$64,824	--	14.8%
\$72,132	--	13.4%
\$35,114	--	3.0%
\$220,263	--	12.4%
\$774	--	1.8%
\$30,960	--	--
\$73,421	--	--
3,207	24%	-11.6%

Partnership

Number	%	% Change
--	--	--
\$63,018	--	14.8%
\$71,028	--	14.1%
\$35,263	--	3.8%
\$198,217	--	18.1%
\$914	--	7.4%
\$36,573	--	--
\$66,072	--	--
30,706	24.3%	-11.8%

Housing Quality and Vacancy

"Other" vacancy
Seasonal vacancy
For-Sale vacancy
For-Rent vacancy
Homes built pre-1940
Homes built post-1990

Market

Number	%	% Change
440	1.9%	50.7%
8,677	37.8%	-3.9%
191	0.8%	-49.6%
85	0.4%	-56.2%
2,845	12.4%	--
6,534	28.5%	--

Partnership

Number	%	% Change
5,150	2.9%	1.0%
46,265	25.7%	0.7%
1,430	0.8%	-45.2%
2,181	1.2%	-2.9%
22,755	12.6%	--
67,039	37.2%	--

Other Market Indicators

Housing Policy Matchmaker Type*
Strength and Need Type**

Moderate Cost and Growing
High Strength and Low Need (Type IV)

Gap Analysis 2021

	Owner Units	Renter Units	Total Units
Market demand (estimated annual moves)	160	89	248
Market supply (vacant on market, adjusted for age)	61	35	96
5 year Market production goals (based on 75K units)	95	52	147
1 year Market production goals (based on 15K units)	19	10	29
5 year Partnership goals (based on 75K units)	1,363	605	1,968
1 year Partnership goals (based on 15K units)	273	121	394

Charlevoix - East Jordan

Home Mortgage Disclosure Act Patterns, 2021

Total Apps	348	Total Amt/App	\$320,977	% Approved	71.8%
Total Conventional Apps	276	Conventional Amt/App	\$346,703	% Conv Apprvd	70.7%
Total Assisted Apps	72	Assisted Amt/App	\$222,361	% Asst Apprvd	76.4%
Applications by Race: White					
Total Apps	285	Total Amt/App	\$333,281	% Positive	74.4%
Total Conventional Apps	227	Conventional Amt/App	\$361,167	% Conv Positive	73.6%
Total Assisted Apps	58	Assisted Amt/App	\$224,138	% Asst Positive	77.6%
Applications by Race: Black					
Total Apps	1	Total Amt/App	\$215,000	% Positive	0%
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	1	Assisted Amt/App	\$215,000	% Asst Positive	0.0%
Applications by Race: Asian					
Total Apps	2	Total Amt/App	\$95,000	% Positive	50.0%
Total Conventional Apps	2	Conventional Amt/App	\$95,000	% Conv Positive	50.0%
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Native American					
Total Apps	6	Total Amt/App	\$141,667	% Positive	66.7%
Total Conventional Apps	6	Conventional Amt/App	\$141,667	% Conv Positive	66.7%
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Hawaiian or Pacific Islander					
Total Apps	0	Total Amt/App	\$0	% Positive	NA
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Race Not Available					
Total Apps	51	Total Amt/App	\$275,392	% Positive	64.7%
Total Conventional Apps	43	Conventional Amt/App	\$291,977	% Conv Positive	60.5%
Total Assisted Apps	8	Assisted Amt/App	\$186,250	% Asst Positive	87.5%
Applications by Ethnicity: Hispanic					
Total Apps	4	Total Amt/App	\$227,500	% Positive	75.0%
Total Conventional Apps	4	Conventional Amt/App	\$227,500	% Conv Positive	75.0%
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA

Appendix 6

Act 381 Work Plan

STABILIZED OPERATING STATEMENT

Development Name: Bellaire Lofts
City/Township/Village: Village of Bellaire
County: Antrim
Construction Type:

Fill in all blue shaded input cells

This worksheet is utilized to proforma out the stabilized operations of the project utilizing the projected initial rental rates, the stabilized vacancy rates, and the anticipated full operating expenses of the project.

DEVELOPMENT INCOME

	% Gross	% Eff.
Annual TIF Reimbursements	0.0%	0.0%
Other Recurring Revenue	0.0%	0.0%
Annual Gross Residential Rental Income	\$1,443,000	100.0%
Annual Gross Commercial Rental Income	\$0	0.0%
Annual Gross Hospitality Room & Related Income	\$0	0.0%
Annual Gross Hospitality Other Income	\$0	0.0%
Annual Gross Parking Income	\$0	0.0%
Annual Other Income	\$0	0.0%
Gross Income	\$1,443,000	100.0%
Vacancy Loss (Residential, Commercial, Hospitality)	(\$72,150)	-5.0%
Net Income Potential	\$1,370,850	95.0%

DEVELOPMENT OPERATING EXPENSES

	% Gross	% Eff.	Inflation Factor
Administrative Expenses	\$175,000	12.1%	12.8%
Management Fees	\$120,000	8.3%	8.8%
Office Payroll	\$10,000	0.7%	0.7%
Payroll Taxes	\$10,000	0.7%	0.7%
Benefits/Worker's Comp.	\$10,000	0.7%	0.7%
Advertising/Marketing	\$10,000	0.7%	0.7%
Legal /Accounting	\$10,000	0.7%	0.7%
General Office	\$5,000	0.3%	0.4%
Other:		0.0%	0.0%
Other:		0.0%	0.0%
Utilities	\$15,000	1.0%	1.1%
Electricity	\$5,000	0.3%	0.4%
Fuel	\$5,000	0.3%	0.4%
Water & Sewer	\$5,000	0.3%	0.4%
Maintenance/Non-Capitalized Repairs	\$44,000	3.0%	3.2%
Maintenance/Janitorial Payroll	\$24,000	1.7%	1.8%
Janitorial Supplies	\$2,000	0.1%	0.1%
Extermination	\$2,000	0.1%	0.1%
Rubbish Removal	\$2,000	0.1%	0.1%
Snow Removal	\$2,000	0.1%	0.1%
Lawn/Tree Maintenance	\$2,000	0.1%	0.1%
Parking Lot Repairs	\$2,000	0.1%	0.1%
Painting/Decorations/Cleaning	\$2,000	0.1%	0.1%
Heating & Air Repairs	\$2,000	0.1%	0.1%
Plumbing/Electrical Repairs	\$2,000	0.1%	0.1%
Elevator Maintenance	\$2,000	0.1%	0.1%
Vehicle/Equipment Maintenance		0.0%	0.0%
Security		0.0%	0.0%
Other:		0.0%	0.0%
Other: Property Taxes Pay the MSHDA TIF Li		0.0%	0.0%
Real Estate Taxes		0.0%	0.0%
Tax Abatement (-)		0.0%	0.0%
Property & Liability Insurance	\$10,000	0.7%	0.7%
Reserve Requirements	\$10,000	0.7%	0.7%
Other: Municipal Services Agreement	\$24,000	1.7%	1.8%
Other:		0.0%	0.0%
Other:		0.0%	0.0%
Other:		0.0%	0.0%
Total Expenses	\$278,000	19.3%	20.3%
Cash Flow Available for Debt Service / NOI	\$1,092,850	75.7%	79.7%

Amortizing Loans

Loan 1 DS: West Shore Bank	\$445,637	30.9%	32.5%
Loan 2 DS: IFF	\$238,471	16.5%	17.4%
Loan 3 DS: MSHDA TIF LOAN	\$306,606	21.2%	22.4%
Loan 4 DS: Will refi to permanent debt in a few	\$0	0.0%	0.0%
Int. Loan 5 DS: xxx	\$0	0.0%	0.0%
Other Oblig. 1 xxx		0.0%	0.0%
Other Oblig. 2 xxx		0.0%	0.0%
MCRP Loan Debt Service	\$0	0.0%	0.0%
Cash Flow Available for Distribution	\$102,136	7.1%	7.5%

Debt Service Coverage Ratio

1.10

Required DSCR

LOAN TERMS	Loan Amount	Term Mos.	Amort. Mos.	Interest Rate	Refi. Rate
West Shore Bank	\$5,500,000	48	300	6.50%	6.50%
IFF	\$3,500,000	420	360	5.50%	5.50%
MSHDA TIF LOAN	\$4,500,000	360	360	5.50%	7.50%
Will refi to permanent debt in a few years		60	240	4.00%	6.00%
xxx		60		4.00%	6.00%
xxx				4.00%	8.50%
xxx				4.00%	8.50%
	Override				
	\$0	(if requesting a grant input \$0)			
MSF/MCRP Loan	\$0	60	240	1.00%	3.00%

Fill in only blue shaded input cells

This worksheet is utilized to input the total Sources & Uses for the project from acquisition to construction completion. In addition, the maximum amount of MCRP Incentive the project is eligible for is calculated.

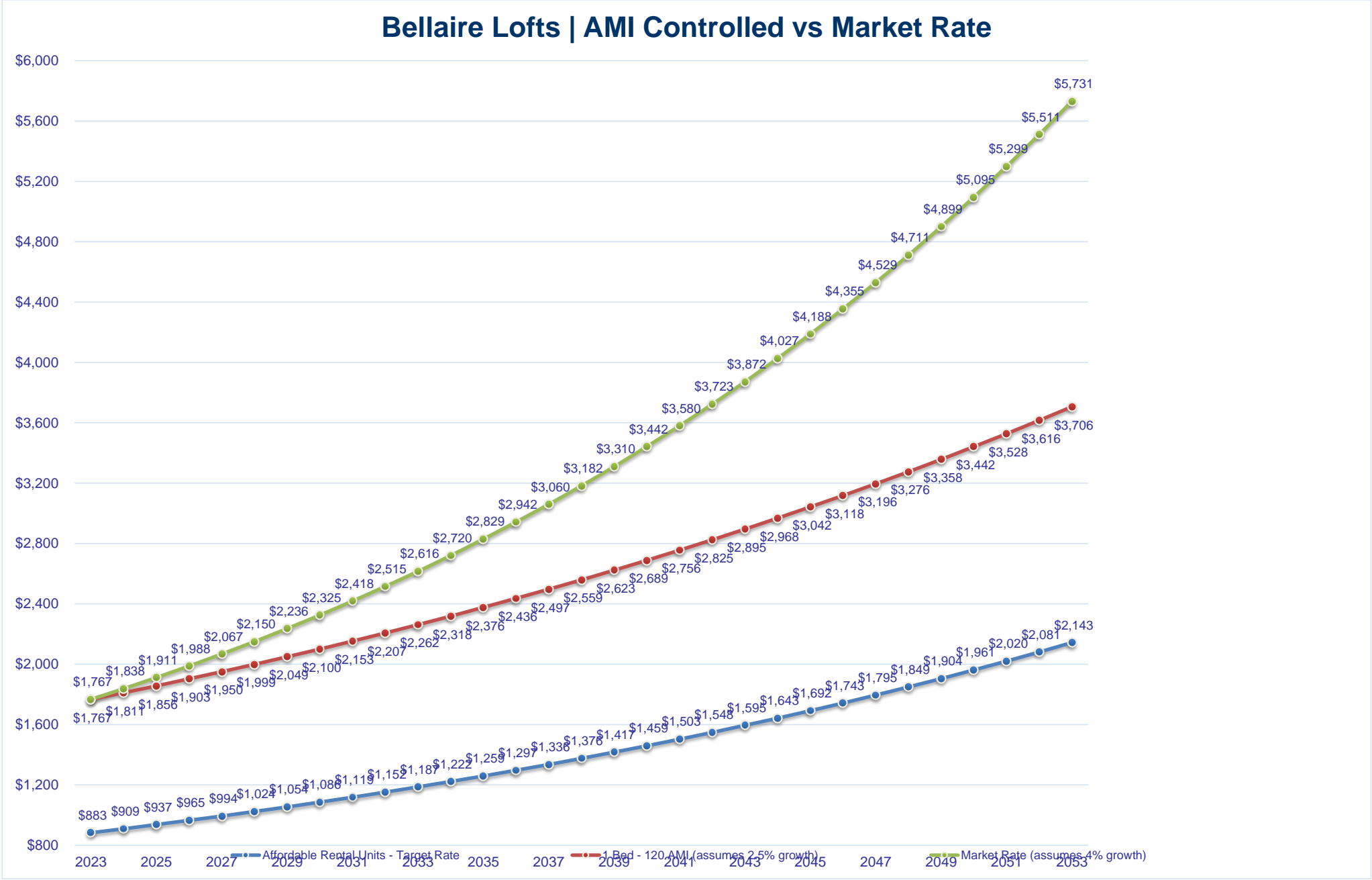
Total Eligible Basis	Max. MEDC Investment	% Eligible
\$16,515,000	\$3,303,000	20%

TOTAL DEVELOPMENT SOURCES		Amount	% of TDC
Senior Debt			
West Shore Bank		\$5,500,000	29.31%
IFF		\$3,500,000	18.65%
MSHDA TIF LOAN		\$4,500,000	23.98%
Will refi to permanent debt in a few years		\$0	0.00%
xxx		\$0	0.00%
xxx		\$0	0.00%
xxx		\$0	0.00%
MSF/MCRP Conventional Loan		\$0	0.00%
Subordinate Debt/Grants			
MEDC Grant			0.00%
Other:	MSHDA Grant	\$2,500,000	13.32%
Other:			0.00%
Other:			0.00%
Deferred Fees/Cash Equity			
Deferred Developer Fees			0.00%
Other Deferred Related Party Fees			0.00%
Deferred Consulting Fees			0.00%
Cash Equity Owner		\$2,000,000	10.66%
Land/Building Contribution Owner		\$500,000	2.66%
MSF/MCRP Equity Investment			0.00%
Other:			0.00%
Other:			0.00%
Other:			0.00%
TOTAL DEVELOPMENT SOURCES		\$18,500,000	98.59%

Construction Financing			
Construction Loan:	Blended (IFF + West	\$9,600,000	51.16%
Interest Rate:	6.50%		

Other Calculations			
Rental S.F.	67,830	Construct	Develop
Residential & Comm. Common Spaces	0	Cost /S/F	Cost/S.F.
Common Space Other			
Total S.F. Building w/o Parking	67,830	\$243.26	\$276.64
	# Spaces	Park S.F.	
Parking	0	0	
		Construct	Construct
		Cost/Space	Cost/S.F.
		#DIV/0!	#DIV/0!
			% TDC
Cash Equity		\$2,000,000	10.66%
Land/Building Contribution		\$500,000	2.66%
Owner Contribution		\$2,500,000	13.32%
Cash IRR		11.1%	
Avg. Annual Cash on Cash Return		15.6%	
Owner Equity IRR		8.5%	
Avg. Annual Return on Owner Equity		12.4%	

	3.0%	2.5%	4.0%
	Affordable Rental Units - Target Rate	1 Bed - 120 AMI (assumes 2.5% growth)	Market Rate (assumes 4% growth)
2023	\$ 883	\$ 1,767	\$ 1,767
2024	\$ 909	\$ 1,811	\$ 1,838
2025	\$ 937	\$ 1,856	\$ 1,911
2026	\$ 965	\$ 1,903	\$ 1,988
2027	\$ 994	\$ 1,950	\$ 2,067
2028	\$ 1,024	\$ 1,999	\$ 2,150
2029	\$ 1,054	\$ 2,049	\$ 2,236
2030	\$ 1,086	\$ 2,100	\$ 2,325
2031	\$ 1,119	\$ 2,153	\$ 2,418
2032	\$ 1,152	\$ 2,207	\$ 2,515
2033	\$ 1,187	\$ 2,262	\$ 2,616
2034	\$ 1,222	\$ 2,318	\$ 2,720
2035	\$ 1,259	\$ 2,376	\$ 2,829
2036	\$ 1,297	\$ 2,436	\$ 2,942
2037	\$ 1,336	\$ 2,497	\$ 3,060
2038	\$ 1,376	\$ 2,559	\$ 3,182
2039	\$ 1,417	\$ 2,623	\$ 3,310
2040	\$ 1,459	\$ 2,689	\$ 3,442
2041	\$ 1,503	\$ 2,756	\$ 3,580
2042	\$ 1,548	\$ 2,825	\$ 3,723
2043	\$ 1,595	\$ 2,895	\$ 3,872
2044	\$ 1,643	\$ 2,968	\$ 4,027
2045	\$ 1,692	\$ 3,042	\$ 4,188
2046	\$ 1,743	\$ 3,118	\$ 4,355
2047	\$ 1,795	\$ 3,196	\$ 4,529
2048	\$ 1,849	\$ 3,276	\$ 4,711
2049	\$ 1,904	\$ 3,358	\$ 4,899
2050	\$ 1,961	\$ 3,442	\$ 5,095
2051	\$ 2,020	\$ 3,528	\$ 5,299
2052	\$ 2,081	\$ 3,616	\$ 5,511
2053	\$ 2,143	\$ 3,706	\$ 5,731



PROJECT CASH FLOW

Fill in only blue shaded inputs cells

Development Name: Bellaire Lofts
City/Township/Village: Village of Bellaire
County: Antrim
Construction Type:

This worksheet is utilized to provide a 30 year operating projection following construction completion.

	Inflation Factor Yr. 2	Inflation Factor Yr. 3	Inflation Factor Yr. 4	Inflation Factor Future	Mos. of Op. 12	1	2	3	4	5	6	7	8	9	10
						2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
DEVELOPMENT INCOME:															
TIF Reimbursements															
Other Recurring Revenue															
Annual Gross Residential Rental Income	2.0%	2.0%	2.0%	2.0%		\$1,443,000	\$1,471,860	\$1,501,297	\$1,531,323	\$1,561,950	\$1,593,189	\$1,625,052	\$1,657,553	\$1,690,704	\$1,724,519
Annual Gross Commercial Rental Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Hospitality Room & Related Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Hospitality Banquet Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Hospitality Conference Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Hospitality Restaurant Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Hospitality Miscellaneous Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Public Parking Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Dedicated Spaces 1 Parking Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Dedicated Spaces 2 Parking Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Gross Dedicated Spaces 3 Parking Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Other Income	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gross Income	Yr. 1	Yr. 2	Yr. 3	Stab		\$1,443,000	\$1,471,860	\$1,501,297	\$1,531,323	\$1,561,950	\$1,593,189	\$1,625,052	\$1,657,553	\$1,690,704	\$1,724,519
Vacancy Loss Residential	5.0%	5.0%	5.0%	5.0%		(\$72,150)	(\$73,593)	(\$75,065)	(\$76,566)	(\$78,097)	(\$79,659)	(\$81,253)	(\$82,878)	(\$84,535)	(\$86,226)
Vacancy Loss Commercial	10.0%	10.0%	10.0%	10.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Vacancy Loss Hospitality	35.0%	35.0%	35.0%	35.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Effective Income						\$1,370,850	\$1,398,267	\$1,426,232	\$1,454,757	\$1,483,852	\$1,513,529	\$1,543,800	\$1,574,676	\$1,606,169	\$1,638,293
DEVELOPMENT OPERATING EXPENSES:						% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred
						100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Administrative Expenses	3.0%	3.0%	3.0%	3.0%		\$175,000	\$180,250	\$185,658	\$191,227	\$196,964	\$202,873	\$208,959	\$215,228	\$221,685	\$228,335
Management Fees						\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Office Payroll						\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Payroll Taxes						\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Benefits/Worker's Comp.						\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Advertising/Marketing						\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Legal/Accounting						\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
General Office						\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Other:						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other:						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	3.0%	3.0%	3.0%	3.0%		\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,002	\$19,572
Electricity						\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Fuel						\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Water & Sewer						\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Maintenance/Non-Capitalized Repairs	3.0%	3.0%	3.0%	3.0%		\$44,000	\$45,320	\$46,680	\$48,080	\$49,522	\$51,008	\$52,538	\$54,114	\$55,738	\$57,410
Maintenance/Janitorial Payroll						\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Janitorial Supplies						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Extermination						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Rubbish Removal						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Snow Removal						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Lawn/Tree Maintenance						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Parking Lot Repairs						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Painting/Decorations/Cleaning						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Heating & Air Repairs						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Plumbing/Electrical Repairs						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Elevator Maintenance						\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Vehicle/Equipment Maintenance						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other:						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other: Property Taxes Pay the MSHDA TIF LI						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Real Estate Taxes	2.0%	2.0%	2.0%	2.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Abatement (-)															
Property & Liability Insurance	3.0%	3.0%	3.0%	3.0%		\$10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
Reserve Requirements	3.0%	3.0%	3.0%	3.0%		\$10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
Other: Municipal Services Agreement	3.0%	3.0%	3.0%	3.0%		\$24,000	\$24,720	\$25,462	\$26,225	\$27,012	\$27,823	\$28,657	\$29,517	\$30,402	\$31,315
Other:	3.0%	3.0%	3.0%	3.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other:	3.0%	3.0%	3.0%	3.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other:	3.0%	3.0%	3.0%	3.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Exp. Adjust. (-)															
Exp. Adjust. (-)															
Total Expenses						\$278,000	\$286,340	\$294,930	\$303,778	\$312,891	\$322,278	\$331,947	\$341,905	\$352,162	\$362,727
Cash Flow Available for Debt Service						\$1,092,850	\$1,111,927	\$1,131,302	\$1,150,979	\$1,170,961	\$1,191,251	\$1,211,853	\$1,232,771	\$1,254,007	\$1,275,566
DEBT SERVICE REQUIREMENTS:															
Loan 1 DS: West Shore Bank	18	48	300			\$357,500	\$401,568	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637

Loan 2 DS:	IFF	18	420	360	\$192,500	\$215,486	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471
Loan 3 DS:	MSHDA TIF LOAN	0	360	360	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606
Loan 4 DS:	Will refi to permanent debt in a few y	0	60	240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Int. Loan 5 DS:	xxx	N/A	60	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Oblig. 1	xxx	N/A	0	N/A										
Other Oblig. 2	xxx	N/A	0	N/A										
MEDC Conventional Loan		0	60	240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Available after Debt Service					\$236,244	\$188,267	\$140,588	\$160,265	\$180,247	\$200,537	\$221,139	\$242,057	\$263,293	\$284,852
Debt Service Coverage Ratio					1.28	1.20	1.14	1.16	1.18	1.20	1.22	1.24	1.27	1.29
OTHER NON-RECURRING INCOME														
Annual Gross Income from Condo Sales				\$0										
Non-Recurring Income														
Non-Recurring Income														
Cash from Release of Reserves														
OTHER NON-RECURRING OBLIGATIONS:														
Debt Principal Repayments					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MEDC Subordinated Cash Flow Loan					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repayment of Deferred Developer Fees				\$0										
Historic Investor Preferred Returns														
MEDC Equity Disbursements					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Available for Distribution to Investors					\$236,244	\$188,267	\$140,588	\$160,265	\$180,247	\$200,537	\$221,139	\$242,057	\$263,293	\$284,852

11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
\$1,759,009	\$1,794,189	\$1,830,073	\$1,866,674	\$1,904,008	\$1,942,088	\$1,980,930	\$2,020,548	\$2,060,959	\$2,102,179	\$2,144,222	\$2,187,107	\$2,230,849	\$2,275,466	\$2,320,975	\$2,367,394	\$2,414,742	\$2,463,037	\$2,512,298	\$2,562,544
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\$1,759,009	\$1,794,189	\$1,830,073	\$1,866,674	\$1,904,008	\$1,942,088	\$1,980,930	\$2,020,548	\$2,060,959	\$2,102,179	\$2,144,222	\$2,187,107	\$2,230,849	\$2,275,466	\$2,320,975	\$2,367,394	\$2,414,742	\$2,463,037	\$2,512,298	\$2,562,544
(\$87,950)	(\$89,709)	(\$91,504)	(\$93,334)	(\$95,200)	(\$97,104)	(\$99,046)	(\$101,027)	(\$103,048)	(\$105,109)	(\$107,211)	(\$109,355)	(\$111,542)	(\$113,773)	(\$116,049)	(\$118,370)	(\$120,737)	(\$123,152)	(\$125,615)	(\$128,127)
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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\$1,671,059	\$1,704,480	\$1,738,569	\$1,773,341	\$1,808,807	\$1,844,984	\$1,881,883	\$1,919,521	\$1,957,911	\$1,997,070	\$2,037,011	\$2,077,751	\$2,119,306	\$2,161,692	\$2,204,926	\$2,249,025	\$2,294,005	\$2,339,885	\$2,386,683	\$2,434,417
% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
\$235,185	\$242,241	\$249,508	\$256,993	\$264,703	\$272,644	\$280,824	\$289,248	\$297,926	\$306,864	\$316,069	\$325,552	\$335,318	\$345,378	\$355,739	\$366,411	\$377,403	\$388,726	\$400,387	\$412,399
\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
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\$20,159	\$20,764	\$21,386	\$22,028	\$22,689	\$23,370	\$24,071	\$24,793	\$25,536	\$26,303	\$27,092	\$27,904	\$28,742	\$29,604	\$30,492	\$31,407	\$32,349	\$33,319	\$34,319	\$35,348
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\$59,132	\$60,906	\$62,733	\$64,615	\$66,554	\$68,551	\$70,607	\$72,725	\$74,907	\$77,154	\$79,469	\$81,853	\$84,309	\$86,838	\$89,443	\$92,126	\$94,890	\$97,737	\$100,669	\$103,689
\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
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\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$13,439	\$13,842	\$14,258	\$14,685	\$15,126	\$15,580	\$16,047	\$16,528	\$17,024	\$17,535	\$18,061	\$18,603	\$19,161	\$19,736	\$20,328	\$20,938	\$21,566	\$22,213	\$22,879	\$23,566
\$13,439	\$13,842	\$14,258	\$14,685	\$15,126	\$15,580	\$16,047	\$16,528	\$17,024	\$17,535	\$18,061	\$18,603	\$19,161	\$19,736	\$20,328	\$20,938	\$21,566	\$22,213	\$22,879	\$23,566
\$32,254	\$33,222	\$34,218	\$35,245	\$36,302	\$37,391	\$38,513	\$39,668	\$40,858	\$42,084	\$43,347	\$44,647	\$45,986	\$47,366	\$48,787	\$50,251	\$51,758	\$53,311	\$54,910	\$56,558
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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\$373,609	\$384,817	\$396,362	\$408,252	\$420,500	\$433,115	\$446,108	\$459,492	\$473,276	\$487,475	\$502,099	\$517,162	\$532,677	\$548,657	\$565,117	\$582,070	\$599,532	\$617,518	\$636,044	\$655,125
\$1,297,450	\$1,319,663	\$1,342,208	\$1,365,088	\$1,388,308	\$1,411,869	\$1,435,775	\$1,460,029	\$1,484,635	\$1,509,595	\$1,534,912	\$1,560,589	\$1,586,629	\$1,613,035	\$1,639,809	\$1,666,954	\$1,694,473	\$1,722,367	\$1,750,639	\$1,779,291
\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$445,637	\$222,818	\$0	\$0

\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471	\$238,471
\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606	\$306,606
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$306,736	\$328,948	\$351,494	\$374,374	\$397,593	\$421,155	\$445,061	\$469,315	\$493,921	\$518,881	\$544,198	\$569,875	\$595,915	\$622,321	\$649,095	\$676,240	\$926,577	\$1,177,290	\$1,205,562	\$1,234,214
1.31	1.33	1.35	1.38	1.40	1.43	1.45	1.47	1.50	1.52	1.55	1.58	1.60	1.63	1.66	1.68	2.21	3.16	3.21	3.26
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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\$306,736	\$328,948	\$351,494	\$374,374	\$397,593	\$421,155	\$445,061	\$469,315	\$493,921	\$518,881	\$544,198	\$569,875	\$595,915	\$622,321	\$649,095	\$676,240	\$926,577	\$1,177,290	\$1,205,562	\$1,234,214

(Staff Use Only)
Yr. Start Avg. DSCR
1.32

Appendix 7

Act 381 Work Plan



March 18, 2024

Isaac Oswalt
1983 Company
452 Ada Dr, SE, Ste 220
Ada, MI 49301

Re: Casey Young financial position

Casey Young is a
partner in Bellaire Lofts

Dear Isaac,

As requested, I am writing to provide you with verification of the financial strength of Casey Young. As part of our review of the Bellaire Lofts project, we have reviewed the tax returns, and personal financial position, including liquidity statements, of Casey Young. He provides significant strength to this request with verified liquidity in the low 8-figure range and net worth in the mid 8-figure range. He carries minimal personal debt that is immaterial compared to his net worth.

Please let me know if you need additional information. I can be reached at 231-632-6710 or Loriv@westshorebank.com

Thank you,

Lori VanAntwerp
Vice President, Commercial Banking

Appendix 8

Act 381 Work Plan

STATE OF
MICHIGAN
ANTRIM
03/21/2024
202400001606



REAL ESTATE
TRANSFER TAX
550.00 CO
3,750.00 ST
TTX # 4079949



DocId:8113657

Tx:4079949

202400001606

Filed for Record in

ANTRIM COUNTY MICHIGAN

PATTY NIEPOTH

REGISTER OF DEEDS

03/21/2024 02:29 PM

PAGES: 3

CERTIFICATION 03/21/24 CD

I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date to this instrument. This does not include taxes in the process of collection.

Sherry A. Comben, Antrim County Treasurer

WARRANTY DEED

The Grantor, **Jennifer M. Barnard**, an individual, whose address is 5210 Rainwood Ct., Dayton, OH 45424, conveys and warrants to Grantee, **Bellaire Lofts, LLC**, a Michigan limited liability company, whose address is 6500 Byron Center Ave., Ste. 200, Byron Center, MI 49315, the following described premises located in the Village of Bellaire, County of Antrim, State of Michigan:

See Exhibit A.

Commonly known as: 6612 Bellaire Highway, Bellaire, MI 49615

Tax Id No.: 05-46-124-019-00 (the "Property")

Together with all of Grantor's right, title and interest in all the rights and appurtenances and easements, air rights, development rights, approvals, interests, benefits, privileges, tacking and adverse possession rights, sidewalks, alleys, gores or strips of land adjoining or appurtenant to or benefiting said Property and all other rights, interests and appurtenances belonging, relating to, or in any way pertaining to such Property, including any right, title and interest of Grantor in and to adjacent streets, alleys, or rights-of-way in, on, across, in front of, contiguous to, abutting, adjoining or otherwise benefitting such Property.

Subject to (i) all taxes and assessments not yet due and payable; and (ii) rights of the public and of any governmental unit in any part of the land taken, used, or deeded for street, road, or highway purposes.

For the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

The Grantor grants to the Grantee the right to make all permissible divisions, intending to grant all divisions permitted under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

(signature page to follow)

Received ANTRIM, MI
3/20/2024 2:24 PM

TT 4300 35/3

Dated: 28 Feb, 2024

GRANTOR(S):

Jennifer M. Barnard
Name Jennifer M. Barnard

STATE OF ~~MICHIGAN~~ OHIO)
)ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me on 22 Feb, 2024, by **Jennifer M. Barnard**, to me known to be the person(s) who executed the same.

*print notary name



Tienia L. Mills
* Tienia L. Mills, Tsgt, USAF, Notary Public,
State of ~~Michigan~~ Ohio, County of Montgomery
Acting in the County of Montgomery
My Commission Expires: 24 Nov 2024

Prepared by & when recorded return to:

Barnes & Thornburg LLP
Attn: David Hill
171 Monroe Avenue NW, Ste. 1000
Grand Rapids, MI 49503
616-742-3930

Exhibit A

The East Half of the Southeast Quarter of the Southwest Quarter, EXCEPT the South 200 feet of the East 300 feet thereof, Section 24, Township 30 North, Range 8 West, Antrim County, Michigan.

ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIPTIONS:

PARCEL A: That part of the Southwest Quarter of Section 24, Town 30 North, Range 8 West, described as: Commencing at the South Quarter corner of said Section; thence North 89 degrees 57 minutes 51 seconds West along the South line of said Section 1,116.88 feet to the Point of Beginning; thence North 00 degrees 12 minutes 08 seconds West, 177.94 feet; thence Northeasterly 105.52 feet along a curve to the right having a radius of 67.00 feet, central angle of 90 degrees 14 minutes 17 seconds and a long chord bearing North 44 degrees 55 minutes 00 seconds East, 94.95 feet; thence South 89 degrees 57 minutes 51 seconds East, 208.99 feet; thence South 00 degrees 10 minutes 32 seconds East, 245.22 feet to the South line of said Section; thence North 89 degrees 57 minutes 51 seconds West along said line 276.16 feet to the Point of Beginning.

PARCEL B: Commencing at the South Quarter corner of Section 24; thence North 89 degrees West, 840.73 feet along the South Section line to the Point of Beginning; thence North 00 degrees West, 245.22 feet; thence South 89 degrees East, 174.29 feet; thence South 00 degrees East, 245.22 feet to South Section line; thence North 89 degrees West, 174.29 feet to Point of Beginning; being part of the Southwest Quarter of Section 24, Town 30 North, Range 8 West.

PARCEL C: Semrau Estates, according to the Master Deed thereof, as recorded in Liber 723, Page 458, and as designated as Antrim County Condominium Subdivision Plan No. 121, Antrim County Records.

Appendix 9

Act 381 Work Plan

Village of Bellaire

PLANNING COMMISSION

Commissioners:

Patrick Boyd

Butch Dewey

Fred Harris

Lauryn Keiser

Don Seman

PLANNING COMMISSION SPECIAL MEETING MINUTES

September 12, 2023

2:30 PM

I. Call to Order: The meeting was called to order at 2:30 PM.

II. Roll Call - Attendance:

Present: Patrick Boyd, Fred Harris, Lauryn Keiser, Don Seman, and Butch Dewey

Absent: None

Staff Present: Nicole Essad, Zoning Administrator

Public Present: Jill Barnard, David Nichols, Richard Axtell, James Boni, David Mateling, Brian Drettman, Bill McClellan, Marty Nemec, Janet Koch, Derek Coppess, and Brian Boals

III. Approval of Agenda: The agenda was approved as presented.

Motion by Boyd, seconded by Harris to approve the agenda as presented. Motion Passed by unanimous voice vote.

IV. Approval of Minutes – July 11, 2023: The minutes of the July 11, 2023 meeting were approved as presented.

Motion by Harris, seconded by Seman to approve the minutes of the July 11, 2023 meeting as presented. Motion Passed by unanimous voice vote.

V. Conflict of Interest: None presented.

VI. Public Comment: None presented.

VII. Old Business: None presented.

VIII. New Business

- a. Public Hearing for the Planned Unit Development (PUD) – Bellaire Lofts:** Chairperson Dewey opened the public hearing at 2:32 PM. He then set a 3-minute time limit for public comment. Zoning Administrator Essad then explained that the PUD was for 48-50 affordable long term rental units which would be on the front half of the property with the back half potentially being developed at a later date. Mr. Coppess stated affordable housing is needed everywhere, including the Village. He stated that this would be for workforce housing. He stated that the construction would be modular housing. He hopes to break ground late fall and get the foundations in the ground prior to winter, so that everything can be shipped prior to frost law going on. He stated that the hope is to have rents below \$1,000. He also stated that these would be long-term leases, that he did not plan on selling them off. Mr. Coppess stated that there will be two full bathrooms and two bedrooms upstairs with a kitchen, living room, dining room, and a half bath downstairs. He stated that there are 48-50 units, which are duplex/triplex style townhouses. He was not sure how many ADA compliant units he needed which is why it would be either 48 (2 ADA units) or 50 (4 ADA units). Mr. Boals stated that the development would be at least 50 ft away from the lot line towards town. General discussion was held about sidewalks being added to the area and extending the 35 MPH past this area.

Zoning Administrator Essad stated that there was no written correspondence either for or against the application. Chairperson Dewey called for public comment in support of the application. Mr. Nichols asked about the

sewer/water capacity for the new development. Zoning Administrator Essad stated that to her knowledge there is capacity for this development. It was noted that the DPW Supervisor has been working with the applicant on the connections for the sewer and water. Discussion was held about where the mains go under the river. Mr. Nichols asked about access to the schools. It was noted that there is a planned future walking path towards the school's property. Mr. Axtell asked about the square footage for each unit. Mr. Coppess stated that it would be approximately 1800 sq ft per unit. Mr. Nemec stated that one of the biggest problems with his business was getting people to work because there is nowhere to live. He stated that as a builder he cannot build anything for less than \$250,000 and make anything on it. He has had to turn people away. He stated that he believes that Mr. Coppess and his company have proven themselves even with the struggles they had getting their first project completed. He stated that housing is needed in the area or else Bellaire will fall like some of the other big communities have because if you have to make \$18 an hour but live 35 miles away, then that person might as well go work in Gaylord where the rent is cheaper, and the work is closer. He stated that people need places to live. Mr. Mateling stated that Living Word North Church supports the housing development in this area. He stated that young people need a place to live, and there are limited places to live in the area.

Chairperson Dewey called for public comment in opposition to the application. Mr. Drettman asked about the company Mr. Coppess owns. Mr. Coppess explained that the 1983 Company is a development company and himself and Issac Oswalt are the owners/directors. Mr. Drettman stated that he is all for affordable housing for the workforce. He further stated that he is leery about the developer because of a track record of starting projects and then leaving people holding the bag down in Grand Rapids. He stated that he would like to see the Spillway Lodges project finished prior to starting another project. He is concerned about the developer jumping from one project to the next with the issues from Grand Rapids. He stated that there is a lot of documentation out there that shows that the developers have not paid their bills, and they owe a lot of people a lot of money and that they have taken a lot of people. He wants the Village to know who its dealing with and to have background done on their past projects. Mr. Drettman stated that he would wait for one project to be done before jumping into the next.

Mr. Coppess stated that he would love to be able to meet with Mr. Drettman and discuss his concerns. Mr. Coppess further stated that in 2008, during the recession, he did a development in Grand Rapids. He put all of his resources into this development, but it never took off. It was the first neighborhood that did was successful. He was the face of that development, so he received the negativity. He started that project when he was 25. He believes that there is an innovative way to build affordable housing in the Bellaire area. His goal is to build a vacation rental portfolio and a workforce housing portfolio. He explained the financing for this project will be a Brownfield project. This will help defray costs and keep the rent low. Ms. Koch explained that Brownfields now include housing. She explained that the Village Council approves the TIF for the project then it would go to the County level for further approvals. Discussion was held about the timeline.

Mr. Coppess stated that he hopes for occupancy Summer of 2024.

Chairperson Dewey closed the public hearing at 3:08 PM.

Attached and incorporated herein to these minutes is the signed PUD Review Decision and Order dated September 12, 2023

Deliberations began with Chairperson Dewey reading the proposed general findings of fact. **(See Attached Decision and Order).**

Motion by Dewey, seconded by Seman to approve the general finding of fact. Motion passed by unanimous voice vote.

The Commission then went on to discuss the standards for the PUD review, under Section 7.03. Chairperson Dewey then read the first standard under Section 7.03, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Dewey, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the second standard under Section 7.03, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**)

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the third standard under Section 7.03, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**)

Motion by Seman, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the fourth standard under Section 7.03, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**)

Motion by Dewey, seconded by Boyd that this standard is not applicable. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the fifth standard under Section 7.03, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**)

Motion by Boyd, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the sixth standard under Section 7.03, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**).

Motion by Harris, seconded by Seman that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the seventh standard under Section 7.03, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**).

Motion by Boyd, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the eighth standard under Section 7.03, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**)

Motion by Seman, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the ninth standard under Section 7.03, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**)

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then stated that the tenth standard under Section 7.03, would be discussed further down the Decision and Order. (See **Attached Site Plan Review Decision and Order**)

Chairperson Dewey then stated that the eleventh standard under Section 7.03, would be discussed further down the Decision and Order. (See **Attached Site Plan Review Decision and Order**)

Chairperson Dewey then stated that the twelfth standard under Section 7.03, would be discussed further down the Decision and Order. (See **Attached Site Plan Review Decision and Order**)

The Commission then went on to discuss the standards for the site plan review, under Section 6.05. Chairperson Dewey then read standard A under Section 6.05, and the proposed findings of fact for that standard. (See **Attached Site Plan Review Decision and Order**)

Motion by Boyd, seconded by Seman that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard B under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard C under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard D under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order).**

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard E under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order.**

Motion by Seman, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard F under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Boyd, seconded by Keiser that this standard will be met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard G under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard H under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard I under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Boyd, seconded by Seman that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard J under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order).**

Motion by Dewey, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard K under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order).**

Motion by Seman, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard L under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Dewey, seconded by Harris that this standard is not applicable. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard M under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**. Discussion was held regarding the amount of parking. It was noted that there are 100 parking spots.

Motion by Dewey, seconded by Boyd, that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard N under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Seman, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard O under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**. Discussion was held regarding the utilities being underground.

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard P under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Dewey, seconded by Seman that this standard will be met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read standard Q under Section 6.05, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

The Commission then went on to discuss the supplemental standards for the PUD, under Section 8.11. Chairperson Dewey then read the first standard under Section 8.11, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the second standard under Section 8.11, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Boyd, seconded by Dewey that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the third standard under Section 8.11, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Boyd, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the fourth standard under Section 8.11, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the fifth standard under Section 8.11, and the proposed findings of fact for that standard. **(See Attached Site Plan Review Decision and Order)**

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

Chairperson Dewey then read the sixth standard under Section 8.11, and the proposed findings of fact for that standard. (See Attached Site Plan Review Decision and Order)

Motion by Dewey, seconded by Seman that this standard has been met. Motion Passed by unanimous voice vote.

A general discussion was held about the conditions of approval. Commissioner Harris commented that he had seen concerns on social media about the trash at the Spillway Lodges construction site. He stated that he wanted to make sure that there were enough trash receptacles during construction. Mr. Coppess stated that every time he has heard that, they take care of the issue. A discussion was held about the where the entrance was to the PUD, that subleasing short-term rentals was also prohibited, and clarifying that the site plan states that the buildings would be 50 feet away from the property line to the East.

Motion by Dewey, seconded by Boyd, that the proposed Planned Unit Development (PUD) for property located at 6612 Bellaire Hwy, Bellaire, Michigan (Parcel ID 05-46-124-019-00) be granted based upon the findings of fact and pursuant to the following conditions: 1. Receive all applicable state and federal permits prior to start of construction; 2. Fire and safety preplan review be completed by the Fire Chief; and 3. Short Term Rentals are prohibited, and all renters shall be of at least one month in length. Motion passed via roll call vote: Dewey- Yes; Boyd- Yes; Keiser- Yes; Harris- Yes; and Seman-Yes.

- IX. Correspondence/Reports:** Zoning Administrator Essad stated that the Village Council has raised the Zoning fees to get more revenue for the General Fund.
- X. Member/Public Comment:** Commissioner Boyd stated that the Village Council also discussed some deficiencies within the General Fund and looking at other revenue sources. He then asked about what needs to happen if the Village wanted to allow sales of marijuana within the Village. A discussion was held about the possible steps to take to allow that, and the attorney would need to be consulted. Mr. Nemec asked if the Village was really considering allowing the sale of marijuana within the Village limits. Commissioner Boyd stated that the Village needs to investigate getting more revenue because expenses are outpacing revenue coming in. Discussion was held about the recreational use of marijuana. Mr. Nemec stated that this consideration was purely for financial benefits. Commissioner Boyd agreed. Chairperson Dewey stated he thought that a lot of these places will be shut down, because the market is saturated with them. Mrs. Barnard asked about the expenses versus the income. It was noted that according to Central Lake the expenses were minimal because the state does the inspections, the only thing that Central Lake did was print/review permits. Commissioner Boyd stated that the retail establishments are very strict, and people cannot public consume it, unlike alcohol.
- XI. Adjourn:** The meeting was adjourned at 3:49 PM to the call of the vice chair.

Minutes compiled by:
Nicole E. Essad, Zoning Administrator

Minutes are subject to approval.

Approved: _____

Date: _____

**VILLAGE OF BELLAIRE
PLANNING COMMISSION**

DECISION AND ORDER

Planned Unit Development (PUD)

Applicant: The 1983 Company
 452 Ada Drive SE, Ste 220
 Ada, MI 49301
 (616) 443-1759
 derek@1983company.com

Meeting Date: September 12, 2023 at 2:30 P.M. at 202 N Bridge St, Bellaire, Michigan

Owner of the property: Jennifer M Barnard
 5210 Rainwood Ct
 Dayton, OH 45424

PROPERTY DESCRIPTION

The property subject to the Planned Unit Development (PUD) is located at 6612 Bellaire Hwy, Bellaire, Michigan (Parcel ID 05-46-124-019-00). This property is described as follows:

East 1/2 of the Southeast 1/4 of the Southwest 1/4; Excluding the South 200 feet of the East 300 feet thereof; Section 24 T30N R8W; 19 A M/L

Hereinafter, the above-described property will be referred to as the “Subject Property”.

APPLICATION

WHAT THE APPLICANT SEEKS:

The Applicant seeks to develop workforce housing on the front half of the property, with potential lodges as a phase two on the rear of the property. This PUD is only for the front half of the property and the workforce housing.

The Commission having considered all of the comments and letters submitted by members of the public, as well as all comments and materials submitted by the applicant and/or the applicant’s representative and other materials, the Commission have considered 3 exhibits, and the Commission having reached a decision on this matter, states as follows:

GENERAL FINDINGS OF FACT

1. The Commission finds that the Applicant and the Owner of the Subject Property are working together for this venture. (See Exhibit 3).

Motion by Dewey, seconded by Seman to approve the general finding of fact. Motion passed by unanimous voice vote.

STANDARDS FOR GRANTING A SPECIAL USE PERMIT - SECTION 7.03

The Commission shall now review the standards for granting a Special Use Permit (SUP) for Planned Unit Development (PUD) under Section 7.03 and provide findings of fact for each.

1. The property subject to the application is located in a Zoning District in which the proposed special land use is allowed.

1. The Commission finds that the Subject Property is currently zoned Village Commons. (See Exhibit 1).
2. The Commission finds that PUDs require a SUP within the Village Commons District.

Motion by Dewey, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

2. The proposed use subject to a Special Use Permit shall be designed, constructed, operated and maintained so as not to diminish the opportunity for surrounding properties to be used and developed as zoned.

1. The Commission finds that the proposed use is designed, constructed, operated, and maintained so not to diminish the opportunity for surrounding properties to be used and developed as zoned. (See Exhibit 1 and Exhibit 3).

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

3. The proposed special land use will not involve uses, activities, processes, materials, or equipment that will create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, odors, or the accumulation of scrap material that can be seen from any public street or seen from any adjacent land owned by another person.

1. The Commission finds that development of the site will not involve uses, activities, processes, materials, or equipment that will create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, odors, or the accumulation of scrap material that can be seen from any public street or seen from any adjacent land owned by another person. (See Exhibit 1 and Exhibit 3).
2. The Commission finds that the PUD is only for the front half of the property, and the back half may be developed at a later date.

Motion by Seman, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

- 4. If deemed necessary by the Planning Commission, the hours of operation that the special use is allowed to operate, be open or otherwise occur, shall be imposed as a condition of approval to ensure compatibility with the surrounding land uses.**

1. The Commission finds that the proposed use is residential in nature and therefore there are no hours of operation.

Motion by Dewey, seconded by Boyd that this standard is not applicable. Motion Passed by unanimous voice vote.

- 5. The proposed use is compatible with the Village of Bellaire Master Plan.**

1. The Commission finds that the proposed use is consistent with the Master Plan for future land use and is consistent with the current Zoning Ordinance. (See Exhibit 1, Exhibit 2, and Exhibit 3).

Motion by Boyd, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

- 6. The proposed special land use will not place demands on fire, police, or other public resources in excess of current capacity.**

1. The Commission finds that the proposed use will not place extra demands on fire, police, or other public resources in excess of current capacity.

Motion by Harris, seconded by Seman that this standard has been met. Motion Passed by unanimous voice vote.

- 7. The proposed special land uses will be adequately served by public or private streets, water and sewer facilities, and refuse collection and disposal services.**

1. The Commission finds that this location is currently served with Village water and sewer and is located on public street.

Motion by Boyd, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

- 8. The proposed special land use shall not be detrimental to the economic well-being of the surrounding residents, businesses, landowners, and the community as a whole.**

1. The Commission finds that the proposed use will not be a detriment to the economic well-being of the surrounding residents, businesses, landowners, and the community as a whole.

Motion by Seman, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

9. **The proposed special land use will not involve uses, activities, processes, materials, or equipment that will create a substantially negative impact on the natural resources of the Village or the natural environment as a whole.**

1. The Commission finds that the proposed use of the site will not create substantially negative impacts on the natural resources of the Village.

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

10. **The proposed special land use complies with all applicable Supplemental Development Standards required under this Ordinance. (See Below Section)**
11. **The Planning Commission may impose reasonable conditions with the approval of a Special Use Permit, pursuant to Section 10.06 of this Ordinance. (See Conditions)**
12. **Meets the Site Plan review requirements of Article 6 of this Ordinance (See Below Section)**

SPECIFIC FINDINGS OF FACT FOR SITE PLAN REVIEW UNDER SECTION 6.05

The Commission shall now review the standards under Section 6.05 and provide findings of fact for each standard.

- A. **The site plan shall comply with the Village of Bellaire Master Plan and any other applicable Village adopted planning documents.**

1. The Commission finds that the proposed use is consistent with the Master Plan for future land use and is consistent with the current Zoning Ordinance. (See Exhibit 1, Exhibit 2, and Exhibit 3).

Motion by Boyd, seconded by Seman that this standard has been met. Motion Passed by unanimous voice vote.

- B. **All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of lot, the character of adjoining property and the type and size of buildings. The site shall be so developed as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Ordinance.**

1. The Commission finds that the site plan is harmoniously and efficiently organized to the character of the surrounding properties. (See Exhibit 3).
2. The Commission finds that the proposed use will not impede the development or improvement of surrounding properties for uses permitted in the Zoning Ordinance. (See Exhibit 1 and Exhibit 3).

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

C. The landscape shall be preserved in its natural state, insofar as practical, by minimizing tree, other vegetative material, and soil removal, and by topographic modifications which result in maximum harmony with adjacent areas. Landscape elements shall minimize negative impacts. Landscaping, buffering, and screening shall conform with the requirements of this Ordinance.

1. The Commission finds that the landscaping minimizes negative impacts of the use on adjoining properties and is in harmony with surrounding properties. (See Exhibit 3).

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

D. Special attention shall be given to proper site drainage so that removal of storm waters will not increase off-site sedimentation or otherwise adversely affect neighboring properties.

1. The Commission finds that neighboring properties will not be adversely affected by storm water runoff generated from this project. (See Exhibit 3).
2. The Commission finds that there are planned storm water basins to keep all storm water runoff on the subject property.

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

E. The site plan shall provide reasonable, visual, and sound privacy for the proposed development, as well as the adjacent properties. Fences, walks, barriers, and landscaping shall be used, as appropriate, for the protection and enhancement of property and for the privacy of its occupants.

1. The Commission finds that the site plan provides reasonable visual and sound privacy, and landscaping, and walkways are used to enhance the property.

Motion by Seman, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

F. A fire and safety preplan review shall be required and coordinated by the applicant with the Bellaire District Fire Department chief or his/her designee.

1. The Commission finds that the Bellaire District Fire Department Chief will review the site plan and will initialed it. (See Exhibit 3).

Motion by Boyd, seconded by Keiser that this standard will be met. Motion Passed by unanimous voice vote.

G. All buildings or groups of buildings shall be so arranged as to permit emergency vehicle access.

1. The Commission finds that the proposed buildings permit emergency vehicle access. (See Exhibit 3).

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

H. Every building or dwelling unit shall have access to a public street, private road, walkway, or other area dedicated to common use.

1. The Commission finds that the proposed buildings will have access to a private street.

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

I. Walkways shall be provided, separate from the road system, where feasible.

1. The Commission finds that the proposed use has walkways separate from the road system where feasible.

Motion by Boyd, seconded by Seman that this standard has been met. Motion Passed by unanimous voice vote.

J. Exterior lighting shall be designed and arranged so that it is deflected away from adjacent streets and adjoining properties, and shall be directed downward so as not to unnecessarily illuminate the night sky. Flashing or intermittent lights shall not be permitted.

1. The Commission finds that exterior lighting fixtures will be directed downward and not unnecessarily illuminate the night sky. (See Exhibit 3).
2. The Commission finds that there are no proposed flashing lights, and that all outside light fixtures are arranged so that light is deflected away from adjacent streets and adjoining properties. (See Exhibit 3).

Motion by Dewey, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

K. The proposed arrangement of vehicular and pedestrian routes shall respect the pattern of existing or planned streets and nonmotorized pathways in the area. Streets and drives which are part of an existing or planned street pattern which serves adjacent development shall be of a width appropriate to the traffic volume they will carry and shall have a dedicated right-of-way.

1. The Commission finds that the proposed arrangement of vehicular and pedestrian routes is consistent with the pattern of existing adjacent streets, alleys, and sidewalks. (See Exhibit 3).

Motion by Seman, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

L. All streets shall be developed in accordance with Village specifications.

1. The Commission finds that all streets shall be developed in accordance with Village specifications and that the developer shall work with the Village DPW Supervisor to make sure the streets are done to Village specifications.

Motion by Dewey, seconded by Harris that this standard is not applicable. Motion Passed by unanimous voice vote.

M. All parking areas shall be so designed to facilitate efficient and safe vehicular and pedestrian circulation, minimize congestion at access and egress points to intersecting streets, including the use of service drives as appropriate, and minimize the negative visual impact of such parking areas.

1. The Commission finds that the proposed parking areas are efficient and safe for vehicular and pedestrian circulation, and minimize congestion at ingress and egress points.

Motion by Dewey, seconded by Boyd, that this standard has been met. Motion Passed by unanimous voice vote.

N. Residential and nonresidential development shall not include unnecessary curb cuts and shall use shared drives and/or service drives where the opportunity exists unless precluded by substantial practical difficulties.

1. The Commission finds that there are no new curb cuts proposed on the site plan. (See Exhibit 3).

Motion by Seman, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

O. The site plan shall provide for the appropriate location of all necessary and proposed utilities. Locational requirements shall include underground facilities to the greatest extent feasible.

1. The Commission finds that all utilities are marked on the site plan.
2. The Commission finds that the Developer shall work with the Village DPW Supervisor in order to connect to the Village Water and Sewer System and meet the Village and state requirements.

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

P. Site plans shall conform to all applicable requirements of state and federal statutes, and approval may be conditioned on the applicant receiving necessary state and federal permits before the Zoning Permit is issued.

1. The Commission finds that the project will comply with all applicable requirements of the state and federal statutes. (See Exhibit 3).

Motion by Dewey, seconded by Seman that this standard will be met. Motion Passed by unanimous voice vote.

Q. The applicant shall demonstrate that reasonable precautions will be made to prevent hazardous materials from entering the environment, including:

1. Sites at which hazardous substances are stored, used or generated shall be designed to prevent spills and discharges to the air, surface of the ground, ground water, lakes, streams, rivers, or wetlands.
2. General purpose floor drains shall only be allowed if they are approved by the responsible agency for connection to a public sewer system, an on-site closed holding tank (not a septic system), or regulated through a State of Michigan groundwater discharge permit.
3. State and federal agency requirements for storage, spill prevention, record keeping, emergency response, transport and disposal of hazardous substances shall be met. No discharges to ground water, including direct and indirect discharges, shall be allowed without required permits and approvals.

1. The Commission finds that for the proposed use it is not anticipated that any hazardous substances will be transported, stored, or used on site. (See Exhibit 3).

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

FINDINGS OF FACT UNDER SECTION 8.11 – PLANNED UNIT DEVELOPMENTS

The Commission shall now review the standards under Section 8.11.D and provide findings of fact for each standard.

1. The PUD shall be designed to preserve public vistas and existing important natural, historical and architectural features of significance within the development.

1. The Commission finds that the PUD shall preserve the public vistas and existing important natural features of significance.

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

2. **The PUD shall be designed so that its pedestrian, non-motorized and automobile circulation systems are safely and conveniently integrated with those of abutting property and any linear trail or park systems intersecting or abutting such development.**

1. The Commission finds that the PUD shows that its pedestrian/non-motorized walkways and streets are safely and conveniently integrated with those of abutting property.

Motion by Boyd, seconded by Dewey that this standard has been met. Motion Passed by unanimous voice vote.

3. **The PUD shall provide that vehicular and pedestrian traffic within the site shall be safe and convenient and that parking layout will not adversely interfere with the flow of traffic within the site or to and from the adjacent streets. Safe and adequate access for emergency vehicles to and within the development and adequate space for turning around at street ends shall be provided.**

1. The Commission finds that the parking layout will not adversely interfere with the flow of traffic, and that the vehicular and pedestrian traffic are safe and convenient, within the PUD and to and from adjacent streets.
2. The Commission finds that there is adequate access for, and space to turn around for emergency vehicles within the PUD.

Motion by Boyd, seconded by Harris that this standard has been met. Motion Passed by unanimous voice vote.

4. **The PUD shall comply with the stormwater retention and management requirements of Section 3.16.**

1. The Commission finds that there are stormwater retention basins on the site plan and the PUD will comply with the requirements of Section 3.16.

Motion by Dewey, seconded by Boyd that this standard has been met. Motion Passed by unanimous voice vote.

5. **The PUD shall be designed such that the phases of the development are in a logical sequence, so that any one phase will not depend upon a subsequent phase for adequate access, public utility services, drainage or erosion control.**

1. The Commission finds that the development of the PUD is only one phase with a possible phase two in the future.
2. The Commission finds that the development of the PUD will not depend on future phases for adequate access, public utilities, drainage, or erosion control.

Motion by Boyd, seconded by Keiser that this standard has been met. Motion Passed by unanimous voice vote.

6. The PUD shall meet the standards of other governmental agencies, where applicable.

1. The Commission finds that the development of the PUD shall meet the standards of all other governmental agencies and all state, county, and federal permits are required prior to the start of construction.

Motion by Dewey, seconded by Seman that this standard has been met. Motion Passed by unanimous voice vote.

DECISION

Motion by Dewey, seconded by Boyd that the proposed Planned Unit Development (PUD) for property located at 6612 Bellaire Hwy, Bellaire, Michigan (Parcel ID 05-46-124-019-00) be granted based upon findings of fact and pursuant to the following conditions, if any.

Aye: **Dewey, Boyd, Keiser, Harris, and Seman**
Nay: **None**
Absent: **None**

MOTION CARRIED.

CONDITIONS, IF ANY

1. Receive all applicable state and federal permits prior to start of construction.
2. Fire and safety preplan review be completed by the Fire Chief.
3. Short Term Rentals are prohibited, and all renters shall be of at least one month in length.

TIME PERIOD FOR JUDICIAL REVIEW

State law provides that a person aggrieved by the decision of the Planning Commission may appeal to the Circuit Court. Pursuant to MCR 7.101 any appeal must be filed within twenty-one (21) days after this Decision and Order is adopted by the Planning Commission.

DATE DECISION AND ORDER ADOPTED

Date: September 12, 2023

Butch Dewey, Chair

Nicole E. Essad, Clerk/Zoning Administrator

Appendix 10

Act 381 Work Plan



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

AMY HOVEY
EXECUTIVE DIRECTOR

January 24, 2024

Isaac Oswalt
Bellaire Lofts
6612 W. Cayuga
Bellaire, MI 49615

Re: Housing and Community Development Fund Application
Bellaire Lofts (Project # HCDF-24-001)

Dear Mr. Oswalt,

Congratulations! The Michigan State Housing Development Authority (MSHDA) has reviewed your application for funding and is happy to provide this letter of interest. Contingent on State Administrative Board approval, we are conditionally reserving a grant amount of **\$1,900,000** for the above captioned project.

This grant is contingent on the following:

- Determination that the project structure (specifically the rent/income targeting) aligns with the requirements of the Housing and Community Development Fund (HCDF).
- You will have 24 months after execution of the grant agreement to obtain the certificate(s) of occupancy.
- You must satisfy any environmental and/or marketing conditions as listed in the attached memorandum(s).
- Completion of EEO plan as described in the attached policy statement and appendix.
- Compliance with Prevailing Wage requirements as required by the American Rescue Plan Act (ARPA) of 2021
- Documentation from all proposed funding providers demonstrating commitment of the necessary funding to complete construction of the project.
- Review of developer and/or contractor's financial statements to satisfy MSHDA's financial capacity and creditworthiness requirements.
- Receipt of signed Trade Payment Breakdown showing the detailed construction budget
- A detailed month-by-month schedule of the anticipated project costs during the construction period as well as the funding sources that will be used to pay for the monthly construction costs.
- Evidence the applicant maintains site control.
- Title insurance commitment dated within six months of application submission date.
- Documentation dated within one year regarding availability and access to all necessary site utilities.
- Documentation supporting property tax amount noted on provided proforma.
- Completion of the attached Background and Credit Check Authorization form for each of the key employees of the developer.
- Confirmation by MSHDA that the developer is not under debarment with the United States government based on a review using the System for Award Management (SAM)

IMPORTANT INFORMATION:

The project will have three (3) months from the date of this letter to close on all sources of financing and begin construction. This must occur by April 3rd, 2024. Failure to secure financing and begin construction within this timeframe may result in this conditional grant award being rescinded.

For projects that are self-funded (i.e., no financial institution closing), you must notify MSHDA of your construction start date and it must begin before the aforementioned 3-month deadline date. After financial closing occurs and/or construction has begun, you will be required to provide quarterly progress reports. Along with your grant agreement, you will be provided with a quarterly progress report template for your project. Additionally, MSHDA may perform periodic construction inspections in order to evaluate construction progress.

Once the conditions have been satisfied, in the sole determination of MSHDA, a Housing and Community Development Fund Grant Agreement as well as other required legal documentation will be generated and circulated for review and comment. The grant agreement and all other required documents will be executed in conjunction with the project closing on all other financing sources (if applicable) and should be prior to beginning construction.

Please note upon completion of construction the Housing and Community Development grantee applicants will need to provide the following items:

- Your unit(s) receive a certificate of occupancy or is otherwise deemed complete
- You report the following to MSHDA:
 - Total number of units developed within project
 - Number of units qualifying for the grant
 - Total square footage of project and square footage of each unit type
 - Total project costs. More guidance will be forthcoming regarding project cost verification, such as with a third-party CPA Cost Certification
 - Total project costs not covered under the grant
- Demonstration that the occupant(s) meet Housing and Community Development Fund income requirements and that project rents are within HCDF requirements.
- Prevailing wage certifications and other additional verifications are completed.
- MSHDA may collect information related to Diversity, Equity, and Inclusion.
- More detail on required documentation to receive final disbursement of funding (as applicable) will be forthcoming.
- Additional reporting requirements to comply with HCDF requirements may be determined necessary and requested.

If you have any questions regarding this process, please contact Josh Campbell at (517) 335-4225 or campbellj37@michigan.gov.

Sincerely,

Joshua Campbell

Joshua Campbell

Attachments (2)

Cc: Tony Lentych, Chief Housing Investment Officer
Chad Benson, Director of Development
MSHDA Legal Affairs Division

Appendix 11

Act 381 Work Plan



PROPERTY MANAGEMENT SERVICE AGREEMENT

THIS AGREEMENT made and entered into this _____ (also known as the anniversary date), by and between
Bellaire Lofts, LLC

hereafter referred to as "OWNER" and "QWEST PROPERTY MANAGEMENT, LLC", and/or assigns, hereinafter referred to as "MANAGER", WITNESSETH: For and in consideration of the mutual covenant contained herein, the parties hereto agree as follows:

1. EXCLUSIVE RIGHT TO LEASE AND MANAGE: The OWNER hereby employs the MANAGER exclusively, giving the MANAGER the exclusive right to Lease and Manage under the terms and conditions as hereinafter set forth for the OWNER's property described as:

6612 Bellaire Hwy, Bellaire, MI 49615

It is understood and agreed that the MANAGER is the sole procuring cause of any lease, written or oral that may be negotiated during this agreement, even if said lease may have been negotiated either directly or indirectly by the OWNERS themselves.

2. TERM: This Agreement is entered into by the parties hereto and will automatically renew on a month-to-month term until the Owner terminates by providing at least 30 days written notice prior to the end of the month to Manager. Manager may cancel this agreement by giving Owner written notice at any time and for any reason. At cancellation of agreement, regardless to which party makes the cancellation request, Owner must pay Manager for all unreimbursed costs and expenses including third party vendors and attorney's fees, if any. If this agreement terminates before, at the same time, or within 60 days after an expiring tenant lease agreement, the Owner shall be responsible for completing the security deposit disposition to the tenant or ex-tenant. All funds shall be distributed to Owner within 60 days of the termination date.

3. MANAGEMENT COMPENSATION: In consideration of the services to be rendered by the MANAGER, the OWNER agrees to pay the MANAGER any and all of the following forms of compensation as may be applicable:

- A. **FOR MANAGEMENT:** Seven and 9/10th percent (7.9%) of the gross rental rate due during occupancy each month. The full monthly fee shall be assessed during any month that a tenant remains in full or partial occupancy.
- B. **FOR LEASING:** In addition to the foregoing management fee, Manager will collect a fee equal to sixty five percent (65%) of one months rent upon commencement of tenancy of all new tenants. The right to collect this leasing fee shall survive the termination of this Agreement if the tenant was procured by the Manager prior to the termination and the tenant takes possession after the termination of this agreement. With or without notice of vacancy to Owner, Manager shall lease the premises each time a vacancy occurs, unless otherwise directed by Owner in writing not less than 120 days prior to any lease expiration or vacancy.
- C. **LEASE RENEWALS:** A fee of equal to Thirty Five percent (35%) of one months rent will be charged at any lease renewal. Any extension of lease shall be deemed a renewal of the previous rental term for the purposes of renewal compensation. Manager may at manager's discretion renew or terminate existing tenants, with or without notice to Owner, unless otherwise directed by Owner in writing not less than 120 days prior to any lease expiration.
- D. **FOR SALE TO TENANT:** If a sale or exchange of the managed property is effected to an applicant or tenant who occupies the property during the term of this agreement, or anyone acting on the tenant's behalf, Manager shall be considered the procuring cause of such sale and Manager shall be paid a commission of five percent (5%) of the gross sales price or valuation upon the close of the transaction, plus a Broker administration fee of \$295.00. This provision for sales commission shall survive any termination of this agreement. Owner agrees to pay any additional fees due to organizations and outside agents, such as cooperating agents, referral companies, real estate services, in addition to Manager's commission, which Owner will have full knowledge of before agreeing to a sale.
- E. **FINDERS FEE:** If Manager locates an investment property for Owner that is not listed on a Multiple Listing Service and/or where Manager does not receive compensation directly from the Seller or Seller's Broker, and Owner buys said property, Owner agrees to pay Manager a commission of three percent (3%) of the gross sales price or valuation upon the close of the transaction, plus a Broker administration fee of \$295.00.

4. MANAGEMENT AUTHORITY: The OWNER expressly grants to the MANAGER herein the following authority:

- A. Full Management and control of said property with authority to set rental rates, collect all rent and other monies and securities from tenant in property and issue receipts thereof. The owner shall be responsible for and shall reimburse, or pay in advance as requested by manager, all in-house maintenance or third party (vendor or repairman) expenses incurred or to be incurred by manager pursuant to this Agreement.
- B. To prepare and negotiate new leases and renewals and terminations of existing leases as deemed appropriate by MANAGER. MANAGER is authorized, for and on behalf of OWNER, to execute leases and lease renewals. With or without notice to Owner, Manager will always move to renew leases with existing tenants or re-rent the property after a Tenant vacates or Tenant lease expires, if deemed appropriate by Manager. If Owner wishes to sell the property or does not want Manager to re-rent the property, Owner must initiate this directive to Manager as soon as possible, but not less than 120 days prior to any lease expiration or vacancy and said notice must be in writing.

- C. To provide for any and all negotiating and contractual arrangement (in the name of the Owner) by the MANAGER's maintenance division or independent contractors for any and all repair services deemed necessary by the OWNER and/or the MANAGER, and to pay the MANAGER's maintenance division or independent contractors for these services, repairs and improvements from the OWNER's funds. On each improvement and repair item that exceeds \$2,000.00 (except repairs deemed by manager as emergency repairs or repairs that are required to be effected to bring your property into compliance by law, governmental building, zoning, safety and municipal codes, or the restrictive and protective covenants of your homeowners association or repairs that in managers sole judgment are necessary for the safety and habitability of the tenants or your property), OWNER's approval shall be obtained first. Owner acknowledges that Qwest Property Management will not manage properties that are in disrepair. Owner understands and agrees that MANAGER does NOT work with Home Warranty Companies, and ALL maintenance will be directed to contractors through MANAGER. Owner agrees that they will allow MANAGER to make all repairs deemed necessary by MANAGER to keep or bring the property to functional good repair and provide a safe and habitable dwelling for their residents. OWNER shall provide or bear cost of providing all keys to the premise including the cost to re-key the property when tenant's turnover, per MANAGERS policy.
- D. To advertise the premises when vacant. Owner hereby authorizes Manager to place a lockbox on the property to be used in connection with the maintenance, inspection, showing and leasing of the property. Manager may provide the lockbox code, or may use an automated electronic lockbox system, that allows access to the property for prospective tenants who have provided their drivers' license or other pre-screening documentation as deemed appropriate by MANAGER. Owner shall indemnify and hold harmless Manager and Manager's representatives, agents, and employees, and any such affiliate, against any losses, claims, damages, or liabilities to any such person, including Owner, in connection with the use of the lockbox or automated lockbox system by prospective tenants who have been screened as provided in this Section. Such indemnification includes without limitation any loss, claim, damage, or liability, including reasonable attorney fees, related to the advertising, inspection, showing, or maintenance of the premises when vacant, by use of the lockbox or automated lockbox system, except to the extent that any such loss, claim, damages or liability are finally judicially determined to have resulted from gross negligence, bad faith, willful misfeasance, or reckless disregard by Manager of its obligations or duties. It remains Owner's responsibility to maintain adequate insurance policies upon the property.
- E. To serve legal notices upon tenant and to prosecute in the name of the OWNER, or in the name of the MANAGER, and at the owners expense legal actions to evict tenants, recover rents and terminate tenancies, employing for these purposes a reputable attorney. Such attorney shall be deemed to be the attorney of manager and owner hereby specifically agrees that manager may use said attorney as manager's attorney in any dispute between owner and manager. Owner acknowledges and agrees that any communication between owner and attorney shall not be deemed to be an attorney/client communication in any action between the owner and manager. Owner further authorizes the Manager to compromise and settle claims on the owner's behalf as may be necessary in the Manager's judgement.
- F. The OWNER agrees that MANAGER, without accounting to Owner, may collect as additional management fees all late fees/charges, accrued interest, nonnegotiable check charges/fees, NSF charges/fees, application fees, any vendor discounts, pet charges/fees, pet review charges/fees, risk mitigation charges/fees, resident benefits package charges/fees, and administrative charges/fees paid by tenant to Manager and that these charges/fees are the property of the Manager to offset the Agent's expenses in enforcing the respective lease provisions. Manager may pay and/or receive commissions, referral fees or other compensation to/from others involved in the real estate and related industries including those that Manager may have an ownership interest in. First funds collected from tenant each month shall be applied toward late charges/fees, administrative charges/fees, NSF charges/fees, legal charges/fees, court costs, any other outstanding charges and lastly to rent. If the tenants do not pay these charges/fees, manager may deduct these charges/fees from the Tenant's security deposit and/or last months rent. Owner further agrees that the aforementioned disclosures have been made by Manager in a conspicuous manner here within the Agreement.
- G. Interest received on the Manager's Trust Account, (if any) shall belong to the Manager to assist in offsetting the expenses of maintaining the trust account. Owner agrees that manager may require releases from all parties in the event of a controversy before dispersing trust funds.
- H. To pay homeowner's association or condo association dues and deduct these dues from Owners monthly income statement.
- I. Owner acknowledges and agrees that no provisions set forth in this agreement shall be construed as requiring agent to advance any of its own monies for any purpose whatsoever. At the discretion of Manager, any balance of the Owners account due and owing to Manager and not paid within 5 days of constructive notice, a negative balance fee of Fifty Nine Dollars (\$59.00) will be assessed to the Owners account each month until paid in full to Manager. Manager reserves the right to require owner to fund a reserve account or to withhold funds to cover owner's operating expenses incurred or to be incurred. The amount of said reserve account will be determined by manager.
- J. Due to laws which may affect disclosure of private, consumer and/or credit information, Owner shall not be provided with Tenant(s) consumer and/or credit report and/or application, unless specifically authorized in writing by the Tenant(s) and the provider of the credit report.
- K. Owner agrees to remove all personal property from the home/property. Manager assumes no responsibility, liability or management of Owners personal property left at property. If personal property exists after MANAGER assumes control of property, the personal property will be removed at the OWNERS expense.
- L. If multiple properties are owned or otherwise under the control of the Owner (OWNER owns multiple properties under different entities), either existing at the date of execution of this document or later acquired, and said properties are managed by the Broker, the Broker shall be allowed to transfer funds between the properties as a need for such transfer occurs. Any transfer shall be reflected in the monthly accounting statement.

5. MANAGEMENT RESPONSIBILITIES: The MANAGER agrees to accept the following responsibilities:

- A. To use diligence in the management of the premises for the period and upon the terms herein provided and agrees to furnish the services of QWEST PROPERTY MANAGEMENT, LLC, for the renting, leasing, operating, and managing of the herein described premises.

However, Manager does not guarantee the payment of rentals by the tenant but will make every reasonable effort to collect same when and as they become due. Owner hereby authorizes manager to employ collection agencies to assist in the collection of any outstanding tenant debt due, at managers discretion.

- B. To render a monthly statement(s) of receipt, expenses, and charges and to remit to OWNER receipts less disbursements. The date when monthly statement(s) and owner payouts are rendered will be determined by Manager. In the event the disbursement shall be in excess of the rents that are collected by the MANAGER, the OWNER hereby agrees to pay such excess promptly upon demand of the MANAGER. If in the MANAGER's sole discretionary judgement, it may be necessary or proper to reserve or withhold OWNER's funds to meet obligations which are or may become due (including without limitation, the Managers compensation) thereafter and for which current income will not or may not be adequate, MANAGER may do so. In the event of a breach of this agreement on the part of the OWNER, the MANAGER may accelerate all fees due through the balance of the agreement. Owner hereby assigns to manager all rents on the subject property as security for the obligations described herein. Said Agreement shall become absolute upon default by Owner. If Mortgage company or tax authority files a foreclosure action due to non payment of mortgage, or tax/lien foreclosure, then Manager shall be paid all fees due under the current lease, accelerated, and may deduct such fees from rents collected. Also, in the event of foreclosure, Manager may cancel this Management Agreement at any time with written notice to Owner. If MANAGER continues to manage the property if any of the aforementioned occurs, the OWNER agrees to pay MANAGER an additional fee of \$200.00 per month.
- C. The Owner hereby represents and warrants to Manager that they are the sole owners of fee simple title to the property or is fully authorized to enter into this agreement as a binding enforceable agreement of the owner(s) property. Owner has full right, power and authority to engage and appoint the Manager for the purposes and consideration herein set forth and to enter into this agreement. Owner represents that the property is not currently subject to any outstanding default, foreclosure, contract of sale, option to purchase, contract for deed, nor any other contractual obligation which would conflict with, preclude, or prohibit Manager from discharging its duties described herein. Owner has no knowledge of any environmental hazards related to property and agrees that if any environmental hazards arise that the owner takes full responsibility of any cost in removing such hazards.
- D. MANAGER assumes no responsibility for other services than agreed to unless specified in the terms of this Agreement or in writing at a later date. Manager may assess an hourly fee of \$100.00 per hour or a flat fee for special services not specified in this agreement. If an insurance claim for work is necessary, MANAGER will be compensated a 10% fee of the overall cost of the project for oversight and management of the project. Owner acknowledges that property management services do not include monthly inspections, representation at court hearings (excluding routine Landlord/Tenant non-payment court appearances), depositions, homeowner meetings, property sales, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, website development/maintenance; or insurance related paperwork and estimates; showing owners property to other real estate agents, inspectors, appraisers or prospective buyers if owners property is listed for sale with another agency. MLS lockboxes and For Sale signs are not allowed on properties managed by Qwest Property Management, LLC that have a valid active lease due to risk management of wrongful entry claims. If owner uses Qwest Property Management's agents (or affiliated brokerage company) to sell their property, Qwest Property Management's agents will meet other real estate agents, inspectors, appraisers or prospective buyers on behalf of the owner, even though tenants are in occupancy. Owner must notify Manager of intent to sell in writing.
- E. To deposit all receipts collected for OWNER (less any sums properly deducted or otherwise provided herein) in a Trust Account separate from MANAGER's personal account. However, MANAGER will not be held liable in the event of bankruptcy or failure of a depository and shall not be liable for bad checks or money not collected. Owner understands and agrees that rental disbursement will not be made until tenant funds have cleared Managers bank.
- F. Owner agrees and understands that if Owner has any contact with the Tenant(s) in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the Owner will have to testify in person in court. MANAGER strongly urges that all contact with Tenant(s) be made by and through Manager. Owner agrees that contact with the Tenant(s) may be grounds for Property Manager terminating this agreement. Manager cannot be held responsible for anything the Owner may say that violates Fair Housing, harassment, violates Tenant(s) right to quiet enjoyment, contract promises, or possible verbal change of contract stated directly to Tenant(s) with or without Manager Present. Manager (Broker) reserves the right to terminate this agreement with 30 days written notice to Owner(s) at any time (emphasis added), or immediately with written or verbal notice if in the opinion of Managers (Brokers) legal counsel, Owner(s) actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons.
- G. Qwest Property Management will not provide Owner(s) with any hourly requirement reports for the purpose of the Internal Revenue Service's IRC Section 199A. Owner will be charged an annual IRS compliance fee of \$39.00 for each property under management, to be assessed in January to cover the administrative costs incurred by Manager for processing the annual required IRS 1099 reporting.

6. AGENCY AUTHORIZATION: Owner hereby constitutes and appoints Kevin D. Wright (President, Qwest Property Management, LLC) and/or any authorized employee of Manager full power and authority to do and perform all and every act and things necessary for the specific purpose of eviction and/or collection of unpaid rents in regard to the subject property as fully as Owner might or could do if personally represented with full power of substitution and revocation, hereby ratifying and confirming all that said Kevin D. Wright substitute shall lawfully do or cause to be done by virtue hereof. Owner hereby grants Manager the right to enter the property at any time manager deems necessary.

7. SECURITY AND DAMAGE DEPOSITS:

- A. Manager shall retain all tenant deposits until end of a tenancy or termination of this agreement.

- B. All security and damage deposits shall be returned to the tenant by Manager when the tenant vacates the property, subject to manager's determination, consistent with Michigan Law, whether the tenant has damaged the property in excess of ordinary wear and tear, with the exception of accrued interest (if any). The disposition of the security deposits of all tenants, whether the deposit is held by the Manager or Owner, shall be the sole discretion of the Manager.
- C. In the event litigation shall occur concerning security deposits, manager shall defend same in its own name as Agent for Owner, at Owner's sole expense.
- D. Should Manager and Owner disagree on the amount of security deposit Manager intends to refund to the tenant, Manager may forward the full amount, less interest, to an Arbitrator within five (5) days notice of dispute. As of mailing, Manager shall have no further obligation or liability whatsoever concerning the security deposit to any person or entity and Owner shall hold Manager harmless there from. Owner shall be responsible for any and all costs of Arbitrator/Arbitration.
- E. Should this Agreement terminate while an existing tenant's security deposit is in Manager's trust account, Manager shall forward that amount to Owner in full when final accounting is disbursed. As of mailing, Manager shall have no further duty or obligation or liability whatsoever concerning the security deposit to any person or entity. Owner shall hold Agent harmless.
- F. If this Agreement terminates before, at the same time, or within 60 days after an expiring tenant lease agreement, the Owner shall be responsible for completing the security deposit disposition to the tenant or ex-tenant.

8. SAVE HARMLESS AND INDEMNITY – HOMEOWNERS POLICY: The OWNER further agrees to save the manager, it's agents, independent contractors, and employees, harmless from all damage suits or claims in connection with the management of said property, except in the case of gross negligence or illegal act by the MANAGER, and from all liability for injuries to person or property suffered or sustained by any person whomsoever, including, but not limited to, the existence of lead paint or the use thereof, and to carry, at his (owners) own expense, public liability insurance (homeowners insurance) in sufficient amounts to protect the interest of parties hereto, which policies shall so be written to protect the MANAGER in the same manner and to the same extent as the OWNER. Owner shall have One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability and One Hundred Thousand Dollars (\$100,000.00) per occurrence for property damage liability and manager shall be designated on said policy as an additional insured. Owner agrees to indemnify Manager for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage. Owner shall have its insurance carrier or insurance agent promptly provide a duplicate copy of the insurance policy to the Manager upon issuance of the policy. Such property insurance shall contain appropriate clauses pursuant to which the insurance carrier shall waive all rights of subrogation against Manager/Agent with respect to losses payable under such policy. Owner waives all rights of subrogation against Manager/Agent including any deductible or self-insured retention amounts with respect to such insurance and such deductible or self-insured retention amounts shall be the sole and exclusive responsibility of Owner. Further, Owner agrees to indemnify, defend, and save Manager/Agent harmless from any and all liability, damages or expense relating to the performance of any act or the making of any statement by Manager/Agent based upon, or in reliance upon, the act, information or advice of Owner. The obligations of Owner set forth within this Agreement shall survive the termination of the Agreement.

9. ATTORNEY FEES: The OWNER and the MANAGER do hereby agree that in the event legal procedures are necessary to endure the provisions of this agreement that the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees. In the event Manager successfully defends any action (including, but not limited to the Courts, the Board of Realtors, the Better Business Bureau, mediation or any administrative state agency) arising out of this transaction brought by other, including Owner, Manager shall be reimbursed their attorneys fees and Court costs and for their time spent in defending such an action by Owner.

10. WAIVER OF JURY TRIAL: The parties hereby waive their right to a jury trial on any issue arising from the subject matter of the Agreement regardless of whether or not the cause of action is a tort or contract action. The parties specifically agree that all issues arising out of their relationship shall be resolved by judge sitting without jury.

11. VENUE, JURISDICTION AND GOVERNING LAW: OWNER and MANAGER agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Property is located and each consents to personal jurisdiction in the State of Michigan and in such county. This agreement shall be construed and governed in accordance with the laws of the State of Michigan.

12. OTHER PROVISIONS:

- a. At the termination of this Agreement, Owner will pay to Manager an account close out fee of \$100.00 per hour to cover the costs involved with the off-boarding process, document preparation, management transfer, etc.
- b. At the execution of this Agreement, it is Qwest Property Management, LLC intent to provide an on-site manager. The On-site manager will be an employee of Qwest Property Management, LLC. The on-site manager's schedule, role, duties, and responsibilities will be determined solely by Qwest Property Management, LLC. On-site manager will be employed to work on Qwest Property Management, LLC's entire portfolio and not solely on or for the Bellaire Lofts property. Qwest Property Management, LLC reserves the sole discretion to reduce the on-site managers hours and/or to eliminate the position entirely.
- c. This Agreement includes and incorporates by reference "Exhibit A: Supplementary Management Compensation and Logistics," attached hereto. All terms and conditions set forth in Exhibit A are hereby made a part of this Agreement and shall be considered fully enforceable as if they were included herein. Both parties agree to adhere to the stipulations and conditions as detailed in Exhibit A alongside those outlined in this Agreement.
- d. This Agreement includes and incorporates by reference "Exhibit B: Resident Income and Monitoring Requirements." Exhibit B details the specific duties of Manager to assist the Owner and/or Developer with their obligations to their lender partners, with respect to tracking, monitoring, and reporting the income of residents. Additionally, the Owner and/or Developer agrees to indemnify and hold Qwest Property

Management, LLC harmless against any and all claims, damages, losses, expenses, or liabilities arising from any failure of the income tracking, monitoring, and reporting procedures to satisfy their lender partner requirements or compliance, provided that such failure is not due to negligence or willful misconduct of Manager. This indemnification covers any insufficient reporting or monitoring as detailed in Exhibit B and extends to include legal fees, damages, and other related costs. Owner and/or Developer are solely responsible for providing Manager with all necessary instructions and procedures related to the income tracking, monitoring, and reporting requirements.

13. NOTICES: For purpose of this Agreement, all notices required herein shall be deemed to have been served upon the other when mailed to the following addresses or to such other addresses as shall be changed in writing, properly notifying the other party:

OWNER’s NAME: _____

ADDRESS: _____
(Cannot be a P.O. Box) _____

PHONE #: _____ CELL PHONE #: _____

E-MAIL ADDRESS: _____

MANAGER: QWEST PROPERTY MANAGEMENT, LLC
2844 Thornapple River Dr SE
Grand Rapids, MI 49546

ACKNOWLEDGEMENT, RECEIPT OF DOCUMENTS AND PROPERTY OWNERS HANDBOOK:

This agreement includes this agreement, the house keeping documents executed along with this agreement, the agent’s owner manual/handbook, and the annual disclosure of changes required for change in the laws and economics that govern the property management business in Michigan. This agreement shall become binding upon the heirs, successors, respective personal representatives, administrators, executors and assigns of the parties hereto, Owner hereby acknowledges that they have read and signed this agreement. Because it is not practical to place all of manager’s policies and methods of leasing and management within the body of this agreement, Manager has created a “property owners handbook” outlining managers methodology, policies, and practices. Owner hereby acknowledges that they have received, read, understand, and agree to manager’s methods and policies as outlined in the property owner’s handbook. Manager reserves the right to change, modify, expand, or delete any or all of the property owner’s handbook, at any time and without notice. For the most up to date version of the property owner’s handbook, check Managers website at www.QwestPM.com. Owner(s), by their signature(s) below, acknowledge that they have received a complete copy of the Management Agreement. IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal on the date first above written.

OWNER(s):

x _____

x _____

MANAGER:

x _____
“QWEST PROPERTY MANAGEMENT, LLC”

Exhibit A: Supplementary Management Compensation and Logistics

1. Compensation of Onsite Manager: The onsite manager will be an employee of Qwest Property Management, LLC. Monthly, a charge back to the property will be issued for a percentage of the total employment costs incurred by Management. At the time of initial engagement, the total anticipated annual compensation for the onsite manager is expected to range between \$66,000 and \$84,000 (this is an estimate only). The charge back amount each month will be calculated by multiplying the total employment costs for the onsite manager for the prior calendar month by the property's vacancy percentage. If the onsite manager's start date is not on the first of the month, the initial charge back will be prorated accordingly.

For the purposes of this section:

- **Definition of Vacancy:** A "vacancy" is defined as any rental unit not in possession of a tenant for an entire calendar month. Units that are in possession of a tenant at any time within the month are considered "occupied."
- **Calculation of Vacancy Percentage:** Vacancy percentage will be calculated based on the total number of units planned for the project, regardless of the current number of rent-ready units. For example, if during the initial construction, there are 50 planned units with only 20 being rent-ready, of which 5 are vacant, the vacancy rate is calculated as: $[(50 \text{ total planned units} - 15 \text{ occupied units}) / 50 \text{ total planned units}]$ which equals a 70% vacancy rate. If total employment costs for the period were \$5,000, the charge back would be \$3,500 ($\$5,000 \times 70\%$).
- **Total Employment Costs Incurred by Management:** Total employment costs will include, but are not limited to, wages, salaries, taxes, benefits, bonuses, commissions, cell phone reimbursement, etc. Some examples of expenses which will not be included in the total employment costs calculation, but will be charged as a direct expense to the property will include mileage reimbursements (current IRS rates), costs related to the property's operation such as any supplies, materials, marketing collateral, property specific technology/software, office equipment, etc.

Qwest Property Management, LLC will assume full responsibility for 100% of the onsite manager's total employment costs so long as the property maintains a vacancy percentage that is 20% or less. This charge back structure will remain in effect for the duration of the management contract, extending beyond the initial lease-up period.

2. Mileage Reimbursements: Mileage expenses incurred for travel related to the property will be chargeable to the property at the current IRS mileage rate. This includes:

- **Travel by Qwest Property Management, LLC Grand Rapids Staff:** Necessary travel undertaken by Qwest Property Management, LLC staff to the property due to property-specific issues. This does not include travel for purposes such as onsite manager training.
- **Travel by Onsite Manager:** Necessary travel undertaken by the onsite manager to perform job-related duties, including but not limited to representation at offsite locations such as eviction courts.

3. Per Diem Charges for Qwest Property Management, LLC Grand Rapids Staff Visits:

- Prior to the appointment of a full-time onsite manager, a per diem of \$450.00 will be charged for any single day visit. For visits extending beyond one day, a reduced per diem of \$300.00 will apply from the second day onwards.
- After the appointment of a full-time onsite manager, a per diem of \$100.00 will be charged for each full or partial day that any member of the Qwest Property Management, LLC Grand Rapids staff is required to be onsite, as determined by Management.

4. Accommodation for Overnight Stays: In the event that Management determines that overnight stays are required, Qwest Property Management, LLC Grand Rapids staff may utilize model/vacant units at Bellaire Lofts or Spillway Lodge. Should these not be available, reasonable costs incurred for hotel accommodations will be charged to the property.

5. Severance Package: In the event that the ownership elects to terminate the management agreement, a severance fee equivalent to two months of total compensation, as determined by Management, for the onsite manager at the time of termination will be charged to the property.

6. Non-Solicitation of Employees: If the ownership, or any agent, member, or affiliate thereof, directly or indirectly attempts to hire any Qwest Property Management, LLC staff, including the onsite manager, a buyout fee of \$200,000 will be assessed to the property.

Exhibit B: Resident Income and Monitoring Requirements

- (a) Qwest Property Management, LLC shall verify resident incomes at the time of each new rental. Households must prove eligibility at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form or another tool or form approved by the Michigan State Housing Development Authority (MSHDA).
- (b) At the time of each new rental, Qwest Property Management, LLC shall ensure that the new rental's household income is at or below 120% of Antrim County's Area Median Income (AMI) according to AMI for household size under the Income and Rent Limits table published annually by MSHDA.
- (c) Qwest Property Management, LLC shall provide to the 1983 Company or its designee no later than May 15 of each year as a condition of its contract a report of the following:
1. New jobs created by the management company for management of Bellaire Lofts.
 2. Number of income qualified new renters assisted in the previous 12 months.
 3. Housing unit rental rates.
 4. Verification that all units are occupied by households or individuals at or below 120% of AMI and that the rents being charged on an annual basis are no more than 30% of the household's AMI, consistent with MSHDA's annually updated Income and Rent Limits table or comparable MSHDA guidance.
 5. Racial and socioeconomic data on the individuals purchasing or renting the housing units if available.
 6. Other information required to be reported to Bellaire Lofts funders as reasonably requested by The 1983 Company or its designee.
- (d) Qwest Property Management, LLC's monthly management fee for management of Bellaire Lofts includes the cost for the income and rent monitoring and reporting above.

Appendix 12

Act 381 Work Plan



PHASE I ENVIRONMENTAL SITE ASSESSMENT UPDATE

6612 Bellaire Highway, Forest Home Township (Bellaire), Michigan

PREPARED FOR The 1983 Company, LLC, Bellaire Lofts, LLC
452 Ada Drive, Suite 220
Ada, Michigan 49301

PROJECT # 18251r-3-17

DATE February 23, 2024

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Project Name:		
Project Address:	6612 Bellaire Highway ET AL, Forest Home TWP, MI	
Sponsors Name:		Sponsor E-mail:
Consulting Firm:	AKT Peerless	
Consultant Phone:	(616) 613-0613	E-mail: bolinj@aktpeerless.com
Consultant Project #:	18251r-3-17	Report Date: February 23, 2024

Additional Site Info (please complete if known)		
Site area: 33.7	(acres)	# Units planned:
Vacant land: <input type="checkbox"/>	Developed: <input checked="" type="checkbox"/>	If developed, # existing buildings: 2
# Vacant structure(s):		Date(s) of construction for existing structures:
Single Site: <input checked="" type="checkbox"/>	Scattered sites: <input type="checkbox"/>	If scattered, # sites:
Rehab of existing structure(s): <input type="checkbox"/>	New Construction <u>with</u> planned demolition of existing structure(s): <input type="checkbox"/>	
Adaptive Re-Use: <input type="checkbox"/>	New Construction <u>without</u> planned demolition of existing structure(s): <input checked="" type="checkbox"/>	
No physical changes planned: <input type="checkbox"/>	Comments:	

Please answer all questions below, noting the appropriate page or appendix in your report that contains the supporting documentation. **Summary Cover Sheets containing unknown or incomplete responses will not be processed and will be returned for correction.**

REPORT FINDINGS

- a. **RECs** - The Phase I ESA revealed a REC(s). ☐ Yes ☒ No (See Sec. IV)
- b. The site contains a **wetland** area(s). ☐ Yes ☒ No (See Sec. IV, H.5)
- c. The site or a portion of the site is in the **Special Flood Hazard Area**.
☐ Yes ☒ No (See Sec. IV, H.4)
- d. The site contains a **UST(s)**. ☐ Yes ☒ No (See Sec. IV, I)
- e. This site contains a **AST(s)**. ☐ Yes ☒ No (See Sec. IV, H.10)
- e. **EMF** - There are high power electrical transmission lines within 100 yds. of the subject site.
☐ Yes ☒ No (See Sec. IV, H.6)
- f. **HP GAS** - There are buried high-pressure gas transmission lines (4" in diameter and 400 psi or greater) within 1,000 feet of the subject site. ☐ Yes ☒ No (See Sec. IV, H.7)

g. **NOISE** - The subject site is near a busy roadway or within 1000 feet of a limited access freeway or 3,000 feet of a rail line, or within 15 miles of an airport.

☒ Yes ☐ No

Was a noise assessment performed?

☒ Yes ☐ No (See Sec. IV, H.8)

h. **ASBESTOS** – An ASTM 2356-18 compliant asbestos survey is required for every MSHDA renovation/remodeling project, regardless of the date of construction. Was a NESHAP-compliant asbestos survey performed for this renovation/remodeling project?

☐ Yes ☒ No

If Yes, were any asbestos containing materials (ACM) identified?

☐ Yes ☐ No (See Sec. IV, H.1)

i. **LEAD** - For structures built before January 1, 1978, a combination lead Risk Assessment/Inspection satisfying state and federal requirements is required. Was a combination lead Risk Assessment/Inspection performed?

☒ Not required (*Post-1977 Date of Construction*) ☐ Yes ☐ No

If Yes, was Lead Based Paint identified?

☐ Yes ☐ No (See Sec. IV, H.2)

j. **RADON** - For developments in Michigan counties where 25% or more homes tested equal to or above the EPA action level of 4.0 pCi/L, as depicted by the Michigan EGLE radon map (*Barry, Berrien, Branch, Calhoun, Cass, Clinton, Dickinson, Easton, Hillsdale, Ionia, Iron, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Monroe, Oakland, Otsego, Ottawa, St. Joseph, Shiawassee, Tuscola and Washtenaw*) was a radon assessment conducted by a Radon Professional was performed?

☐ Not required: Not in >25% county.

☒ Yes ☐ No

If Yes, was Radon above EPA action level?

☐ Yes ☐ No (See Sec. IV, H.3)

k. A "Recorded Land Records" search was performed?

☐ Yes ☒ No (See Sec. IV, C)

l. A Phase II investigation is required?

☒ Yes ☐ No (See Sec. V)

m. A Tier I and non-invasive Tier II Vapor Encroachment Screen were performed?

☐ Yes ☒ No (See Sec. IV, H.9)

If yes, was a **Vapor Encroachment Condition (VEC)** identified and an invasive Tier II investigation is recommended.

☐ Yes ☐ No (See Sec. IV, H.9)


2. Report Documentation Check List. If any of the responses below are "NO," do not submit report.

a. MSHDA Phase I Letter of Reliance completed?

☒ Yes ☐ No

- b. User's Disclosure Statement completed? ☒ Yes ☐ No
- c. Compliant ACORD 25 Certificate of insurance included? ☒ Yes ☐ No
- d. FEMA Flood Plain Map Included? ☐ Yes ☒ No Unmapped area
- e. Fire Insurance Maps or No Coverage Letter Included? ☒ Yes ☐ No
- f. Development Site Plan Included? ☐ Yes ☐ No Developer will provide
- g. Site boundaries indicated on all maps and photos? ☒ Yes ☐ No
- h. Unsecured PDF version of report uploaded to MSHDA Sharepoint, or a CD/flash drive with PDF has been included? ☒ Yes ☐ No
- i. For sites with nearby or adjoining industrial uses, has a separate evaluation report been included (Section IV.D)? ☐ Yes ☐ No ☒ N/A

I represent that this Summary Cover Sheet accurately reflects the environmental information contained in the above captioned document.

 _____ Signature of Environmental Professional	<u>February 23, 2024</u> Date	<u>Joseph R. Bolin, CPG, CHMM</u> Print or Type Legal Name
--	----------------------------------	---

PHASE I ENVIRONMENTAL SITE ASSESSMENT UPDATE

6612 Bellaire Highway, Forest Home Township, Michigan
AKT Peerless Project No. 18251r-3-17

1.0 Executive Summary

1.1 Phase I ESA Update Summary and Conclusions

AKT Peerless conducted a Phase I Environmental Site Assessment (ESA) Update of the subject property as described below in accordance with United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries [(AAI), 40 Code of Federal Regulations (CFR) Part 312] and the ASTM International Standard Practice E 1527-21 (ASTM Practice E 1527). This Phase I ESA Update was performed for The 1983 Company, LLC/ Bellaire Lofts, LLC (Client) to support a financing application through the Michigan State Housing Development Authority (MSHDA).

Subject Property Description

Address	6612 Bellaire Highway, Forest Home Township, Michigan
Land Area	33.7 Acres
Parcel ID Number(s)	Parcel Block A - 05-46-124-019-00 Parcel Block B - 05-46-280-001-00 through 023-00
Number of Building(s)	Three
Date of Construction	Subject Building 1: 1996, addition in 2014 Subject Building 2: 2004
Building Square Footage (total)	Subject Building 1: 2,160 Subject Building 2: 400
Current Use	Commercial (utility installation company), ongoing construction of residential dwelling and land slated for residential redevelopment
Past Use	Undeveloped land, gravel mine, automotive maintenance
Adjoining Property Uses	Northwest: Undeveloped land North: Bellaire Public Schools Northeast: Residential and undeveloped land East: Residential and undeveloped land South: Residential and undeveloped land West: Residential and undeveloped land
Inferred Groundwater Flow Direction	South
Approximate Groundwater Depth	Not determined

Recognized Environmental Conditions (RECs)

This assessment has revealed no evidence of known RECs in connection with the subject property.

Controlled Recognized Environmental Conditions (CRECs)

This assessment has revealed no evidence of known CRECs in connection with the subject property.

Historical Recognized Environmental Conditions (HRECs)

This assessment has revealed no evidence of known HRECs in connection with the subject property.

Non-ASTM Considerations

This assessment did not reveal non-ASTM considerations that require further evaluation, except for the following:

Non-ASTM 1 – AKT Peerless understands one, or both, of the subject buildings may be demolished in the future. As part of the Phase I ESA subject property reconnaissance, AKT Peerless observed building materials that may contain asbestos. AKT Peerless recommends a comprehensive ‘thorough’ asbestos survey be conducted to identify the nature and extent of asbestos containing materials at the subject property.

Non-ASTM 2 – According to the Michigan EGLE Indoor Radon Results Map, the Percentage of 1st Time Tests Above 2 pCi/L within the subject property zip code (49615) is 31%. Therefore, a radon assessment or mitigation will be required for the proposed redevelopment.

Non-ASTM 3 – Two empty 55-gallon drums (formerly containing Marine and RV antifreeze) were observed on the exterior of the subject property. Two 5-gallon buckets of painting primer were observed on the interior of Subject Building 1. A release from these containers was not observed or suspected at the subject property. Therefore, the presence of these containers does not present a significant environmental concern to the subject property. AKT Peerless recommends containers be properly characterized and removed prior to the Client’s acquisition of the subject property.

1.2 Identified Data Gaps

AKT Peerless did not identify or encounter instances of significant data gaps during this Phase I ESA.

1.3 Identified Liens and Activity and Use Limitations

ASTM Practice E 1527 Section 6.2 and AAI (40 CFR 312.20, 25, and 26) require that Users search recorded title and judicial records for registered Environmental Liens or/and Activity and Use Limitations (AULs). The results of the User’s search should be communicated to the Environmental Professional. This search is in addition to the review of environmental liens and AULs conducted by the Environmental Professional.

The Client did not report: (1) environmental cleanup liens against the subject property that are filed or recorded under federal, tribal, state, or local law; (2) AULs, such as engineering controls, land use restrictions or institutional controls, that are in place at the subject property and/or have been filed or

recorded in a registry under federal, tribal, state, or local law; or (3) recorded land title or judicial records.

In addition, according to the Perfected Lien List, EGLE does not have record of environmental cleanup liens filed against the subject property. Furthermore, AKT Peerless did not identify environmental liens or AULs associated with the subject property while reviewing available regulatory and municipal records during this Phase I ESA.

The Executive Summary above is an overview of the opinions and conclusions of this Phase I ESA Update and shall not be considered apart from the entire report, which contains the rationale and qualifications used by AKT Peerless in making the opinions and conclusions presented herein.

2.0 Introduction

The 1983 Company, LLC/Bellaire Lofts, LLC (Client) retained AKT Peerless to conduct a Phase I Environmental Site Assessment (ESA) Update of the property located at 6612 Bellaire Highway and 24 western adjoining parcels in Forest Home Township, Antrim County, Michigan in connection with the purchase of the subject property. This Phase I ESA was conducted in accordance with: (1) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries [(AAI), 40 Code of Federal Regulations (CFR) Part 312], (2) guidelines established by ASTM International in the *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-21* (ASTM International Practice E 1527), and (3) 2024 MSHDA Rental Development Division Environmental Review Requirements.

ASTM Practice E 1527 states, “Subject to Section 4.8 and the User’s Responsibilities set forth in Section 6, an *environmental site assessment* meeting or exceeding this practice and for which the information was collected or updated within one year prior to the date of acquisition of the *property* or (for transactions not involving an acquisition) the date of the intended transaction may be used provided that the following components of the inquiries were conducted or updated within 180 days of the date of purchase or the date of the intended transaction:

- Interviews with owners, operators, and occupants;
- Searches for recorded environmental cleanup liens since the June 2023 Phase I ESA;
- Reviews of federal, tribal, state, and local government records filed since the June 2023 Phase I ESA;
- Visual inspections of the property and of adjoining properties; and
- A review of previous environmental reports describing investigations and assessments of the subject property to evaluate changes in the respective development and use of the subject property and adjoining properties, if any, that have occurred since the June 2023 Phase I ESA.

For the purpose of this Phase I ESA Update, the Client is the party that retained AKT Peerless to complete this Phase I ESA. AKT Peerless has not made an independent determination whether its Client is also a *User* that intends to rely on this Phase I ESA to qualify for Landowner Liability Protection (LLP) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980. In accordance with ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for completing a successful application of this practice. AKT Peerless’ scope of work does not include an evaluation or completion of these specific user obligations under ASTM Practice E 1527, unless otherwise noted.

2.1 Purpose

This Phase I ESA Update was conducted to evaluate the current conditions of the subject property and adjoining properties in an effort to update specific components of the inquiries that were conducted greater than 180 days prior and within one year of the Phase I ESA completed by AKT Peerless on June 30, 2023

The purpose of this Phase I ESA Update was to evaluate the current and historical conditions of the subject property in an effort to identify *recognized environmental conditions* (RECs)¹ *historical recognized environmental conditions* (HRECs)², *controlled recognized environmental conditions* (CRECs)³, and *de minimis conditions*⁴ in connection with the subject property. Moreover, this practice may permit certain users of this Phase I ESA Update to satisfy environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner limitations under CERCLA, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002. This Phase I ESA Update is intended to reduce, but not eliminate, uncertainty regarding the potential for environmental conditions in connection with the subject property.

2.2 Scope of Services

AKT Peerless' scope-of-services is based on its proposal PR-34303, dated February 16, 2024, and the terms and conditions of that agreement. This Phase I ESA Update included the following:

- An inquiry of environmental conditions by an Environmental Professional.
- A review of specialized knowledge reported by the Client.
- A review of relevant public and historical records, including those maintained by federal, state, tribal, and local government agencies (as appropriate).
- A review of reasonably ascertainable agency file information, dated since the previous Phase I ESA (if any).
- Discussion regarding compliance with Activity and Use Limitations (AULs), if any
- Interviews with regulatory officials and personnel associated with the subject property.
- A reconnaissance of the subject property and adjoining properties.
- A review of previous environmental reports describing investigations and assessments of the subject property to evaluate changes in the respective development and use of the subject

¹ ASTM Standard Practice E 1527-21 defines the term REC as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

² ASTM Standard Practice E 1527-21 defines the term HREC as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A HREC is not a REC.

³ ASTM Standard Practice E 1527-21 defines the term CREC as a REC affecting the subject property resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority or authorities (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations or other property use limitations).

⁴ ASTM Standard Practice E 1527-21 defines the term de minimis condition as a condition related to a *release* that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. A condition determined to be a de minimis condition is not a REC nor a CREC.

property and adjoining properties, if any, that have occurred since the completion of AKT Peerless' previous Phase I ESA.

- Certain Non-ASTM E 1527 Scope Considerations as required by MSHDA.

2.3 Significant Assumptions

During this Phase I ESA Update, AKT Peerless made the following significant assumptions:

- AKT Peerless assumed that environmental database information provided by a third-party vendor is an accurate and complete representative summary of the information contained in the referenced regulatory agency records, except when such information is obviously contradicted by other data.
- AKT Peerless assumed that the information used to prepare this assessment that was obtained from ostensibly knowledgeable individuals, regulatory agencies, or other secondary sources was an accurate and complete summary of the information possessed by those individuals, representatives, or sources.

2.4 Limiting Conditions and Exceptions

A list of general limitations and exceptions typically encountered when completing Phase I ESAs is provided in Section 10.6. In certain instances, limiting conditions, data failures, or data gaps, as defined by ASTM International, may prevent adherence to all aspects of ASTM International Practice E 1527. In such cases, the limiting conditions, data gaps, or data failures are discussed in the appropriate sections of this report.

Should additional information become available to the Client that differs significantly from our understanding of conditions presented in this report, AKT Peerless requests that such information be forwarded immediately to our attention, so that we may reassess the conclusions provided herein and amend this project's scope of services as necessary and appropriate.

2.5 Special Terms and Conditions

To the best of AKT Peerless' knowledge, no special terms or conditions, or client-imposed constraints, apply to the preparation of this Phase I ESA Update.

2.6 Reliance

AKT Peerless performed this Phase I ESA Update for the benefit of The 1983 Company, LLC/Bellaire Lofts, LLC and MSHDA. AKT Peerless acknowledges that these parties may rely on the contents and conclusions presented in this report. Unless stated otherwise in writing, AKT Peerless makes no other warranty, representation, or extension of reliance upon the findings of this report to any other entity or third party.

3.0 Subject Property Description

3.1 Location and Legal Description

The subject property is located in east half of the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 24 (Township 30 North, Range 08 West), Forest Home Township, Antrim County, Michigan. The subject property is comprised of 25 parcels which encompass approximately 33.7 acres total. For ease of reference in this report, AKT Peerless has assigned each of the subject property parcels into “blocks,” which are designated with a letter. These designations have no relevance to legally recorded data about the subject property. See the following table for additional subject property details. See the following table for additional subject property details:

Subject Property Identifiers

Parcel Block	Address	Tax Identification Number	Owner of Record	Approximate Acreage
A	6612 Bellaire Highway	05-46-124-019-00	Jennifer M. Barnard	19.0
B	Not applicable	24 Contiguous Parcel Identification Numbers 05-46-280-001-00 through 023-00	Jennifer M. Barnard	14.7

AKT Peerless identified 6550 Bellaire Highway as a historical address associated with the subject property.

Refer to **Figure 1**, Topographic Location Map; **Figure 2**, Subject Property Map; and **Figure 3**, Subject Property Location Map. The legal description of the subject property is presented in Section 10.1. Photographs taken during AKT Peerless’ subject property reconnaissance are provided in Section 10.2.

3.2 Subject Property and Vicinity Characteristics

The subject property is currently zoned Village District and is located in an area of Bellaire that is characterized by undeveloped land, residential properties, surface roadways, municipal sanitary sewer and water, and electrical and gas utilities.

3.3 Current Use of the Subject Property

Parcel A contains two commercial structures and a material and equipment storage yard. Both structures are currently unused.

Parcel Block B was partially cleared and prepared for residential development in 2003-04. Those preparations included construction of a paved access road with two cul-de-sacs, fire hydrants, water, electricity, and sanitary sewer services.

The remainder of the subject property consists of undeveloped wooded land and a terraced hill (former gravel mine).

3.4 Description of Structures and Other Improvements

General information regarding the on-site building is presented in the following table:

Subject Building 1: 6612 Bellaire Highway (Office and Shop)

General Construction	One-story, gable roof, wood frame, metal interior and exterior walls, concrete foundation, slab-on-grade (no basement)
Predominant Interior Finish	Concrete, plywood, metal, glass, drywall, wood, paint
Square Footage (total)	2,160 square feet
Construction and Other Improvement Dates	Constructed in 1996, addition in 2014
Interior Areas	Office, storage area, shop, and restroom

Subject Building 2: 6612 Bellaire Highway (Water Pump House)

General Construction	One-story, gable roof, vinyl siding exterior, concrete foundation, slab-on-grade (no basement)
Predominant Interior Finish	Wood and metal
Square Footage (total)	400 square feet
Construction and Other Improvement Dates	Constructed in 2004
Interior Areas	Open area containing new, (idle) electric-powered water pump and natural gas generator. Never operated.

Utilities and Municipal Services

AKT Peerless identified the type and supplier of utilities provided to the subject property. These services are described in the following table:

Subject Property Utility Data

Utility / Service	Type	Utility Company or Municipality	Comments/Historical Services
Heat	Natural Gas	DTE Energy	Subject Building 1 was not heated when constructed, utilized propane for a few years, and was connected to natural gas service in 2018.

Utility / Service	Type	Utility Company or Municipality	Comments/Historical Services
Potable water	Municipal	Village of Bellaire	According to the Village of Bellaire, municipal water was connected to Subject Buildings 1 and 2 in 2006-2007.
Electricity	Electric lines	Consumers Energy	Electricity is connected to the subject property.
Sewage disposal	Municipal	Village of Bellaire	According to the Village of Bellaire, municipal sanitary sewer was connected to Subject Buildings 1 and 2 in 2006-2007.
Storm water	County	Antrim County	Storm water utilities are not available to the subject property.

Based on information provided by the property owner during AKT Peerless' June 2023 Phase I ESA, Subject Building 1 was not equipped with a restroom and therefore had no need for a sanitary sewer or septic system at that time. Subject Building 1 was connected to the municipal sanitary sewer system during construction of a restroom in the building in 2006-07.

Based on information from the property owner during AKT Peerless' June 2023 Phase I ESA, Subject Building 1 was not heated when originally constructed in 1996, but later utilized propane stored in an aboveground tank. In approximately 2018, Subject Building 1 was connected to natural gas service at the request of the former tenant Roesse Contracting Company, Inc. Subject Building 2 was connected to natural gas service during construction in 2004.

3.5 Current Uses of the Adjoining Properties

The following table describes the current uses and/or occupants of the adjoining properties, as identified during this Phase I ESA Update:

Adjoining Property Data

Direction	Address	Current Use / Occupant
Northwest	Not applicable	Undeveloped land
North	Not applicable	Undeveloped land
	6535 John R Rodger Road	Institutional / Bellaire Public Schools
Northeast	Not applicable	Undeveloped land
East	Not applicable	Undeveloped land
	Not applicable	Undeveloped land
	502 Cayuga Road	Residential / Private occupant
Southeast	6546 Bellaire Highway	Residential / Private occupant
South	6601 Bellaire Highway	Residential / Private occupant
	6633 Bellaire Highway	Residential / Private occupant

Direction	Address	Current Use / Occupant
	Not applicable	Undeveloped land
Southwest	6733 Bellaire Highway	Residential / Private occupant
West	6892 Bellaire Highway	Residential and undeveloped land / Unoccupied

4.0 User and/or Client Provided Information

In order to qualify for one of the LLPs offered by the Small Business Liability Relief and the Brownfields Amendments, a *User* must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM International Practice E 1527 to qualify for an LLP under CERCLA, then AAI requires that certain tasks be performed by – or on behalf of – that party. As appropriate, these inquiries must also be conducted by USEPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless often requests this information from its Client in the form of a Questionnaire, Document Request Form, and Interviews as such information can assist the Environmental Professional in identifying environmental conditions.

AKT Peerless provided a User's Environmental Questionnaire and Disclosure Statement to Mr. Derek Coppess of The 1983 Company, LLC/Bellaire Lofts, LLC. The following subsections summarize the information and responses provided. The completed Questionnaire is provided in Section 10.5.

4.1 Recorded Land Title Records

AKT Peerless was not retained to independently identify or research recorded land title records for the subject property, nor were such records provided by the Client.

4.2 Environmental Liens or Activity and Use Limitations

ASTM International Practice E 1527 Section 6.2 and AAI (40 CFR 312.20, 25, and 26) require that Users search recorded title and judicial records for registered Environmental Liens or/and Activity and Use Limitations (AULs). The results of the User's search should be communicated to the Environmental Professional.

The Client did not report: (1) environmental cleanup liens against the subject property that are filed or recorded under federal, tribal, state, or local law; (2) AULs, such as engineering controls, land use restrictions or institutional controls, that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state, or local law; or (3) recorded land title or judicial records.

4.3 Specialized Knowledge or Experience of the User

ASTM International Practice E 1527 Section 6.3 and AAI (40 CFR 312.28) require that the User take into account their specialized knowledge to identify conditions indicative of releases or threatened releases associated with the subject property, and suggests this information be communicated to the Environmental Professional before the site reconnaissance.

The Client did not report specialized knowledge or experience regarding the environmental condition of the subject property.

4.4 Actual Knowledge of the User

ASTM International Practice E 1527 Section 6.4 suggests that the User communicate actual knowledge of any environmental lien or AULs associated with the subject property to the Environmental Professional.

The Client did not report actual knowledge of environmental liens or AULs associated with the subject property.

4.5 Value Reduction Due to Environmental Issues

For transactions involving the purchase of commercial real estate, ASTM International Practice E 1527 Section 6.5 and AAI (40 CFR 312.29) require the User consider the relationship of the purchase price to the fair market value of the subject property as an indicator of potential contamination and make a written record of that explanation.

The Client did not report knowledge of, or reason to anticipate, a reduction in the value of the subject property for environmental issues.

4.6 Commonly Known or Reasonably Ascertainable Information

ASTM International Practice E 1527 Section 6.6 and AAI (40 CFR 312.30) require the User to take into account commonly known or reasonably ascertainable information within the local community about the subject property.

The Client did not report such commonly known or reasonably ascertainable information.

4.7 Presence or Likely Presence of Contamination

ASTM International Practice E 1527 Section 6.7 and AAI (40 CFR 312.31) require the User to consider the degree of obviousness of the presence or likely presence of contamination at the subject property, and the ability to detect the contamination by appropriate investigation.

The Client did not report on the degree of obviousness of the presence or likely presence of contamination at the subject property or the ability to detect the contamination by appropriate investigations.

4.8 Reason for Performing this Phase I ESA

ASTM International Practice E 1527 requires that the User provide the Environmental Professional with the reason for performing the Phase I ESA.

The Client reported that this Phase I ESA was conducted as part of environmental due diligence related to the purchase of the subject property. Furthermore, AKT Peerless understands the Client intends to finance a transaction related to the redevelopment of the subject property utilizing programs available through MSHDA.

5.0 Records Review

The objective of the records review is to evaluate reasonably ascertainable databases, historical records, and physical setting records to help identify RECs at the subject property and, to the extent identifiable, at surrounding properties.

5.1 Physical Setting Sources

AKT Peerless reviewed various available physical setting sources about the geologic, hydrogeologic, hydrologic, and topographic characteristics that may affect potential contaminant migration to the subject property, or within or from the subject property. The results of AKT Peerless' review are presented in the following table:

Physical Setting Data

General Topography and Hydrogeology		
Physical Setting Information		Data Sources
Subject Property Elevation	700-800 feet above sea level	United States Geological Survey (USGS) Topographic Map of the Bellaire, Michigan Quadrangle (1985), and Environmental Data Resources (EDR)
Topographic Gradient	Topography dips steeply from north to south across subject property	
Closest Surface Water	Lake Bellaire located approximately 0.50 mile to the southwest	
General Soil and Geology		
Bedrock	According to the MDNR Geological Survey Division’s <i>Bedrock Geology of Southern Michigan</i> (1987), bedrock beneath the subject property is classified as the Bois Blanc Formation of an unassigned group, which is included in the Ulsterian series within the Devonian System of the Paleozoic Era.	Michigan Department of Natural Resources (MDNR) Geological Survey Division’s <i>Bedrock Geology of Southern Michigan</i> (1987) and Michigan Department of Environment, Great Lakes, and Energy (EGLE) GeoWebFace
Quaternary Soil Description	Coarse-textured glacial till, described as gray, grayish brown, non-sorted glacial debris; matrix is dominantly sandy clay loam, sandy loam, or loamy sand texture, locally resembles outwash except for sporadic occurrence of non-sorted clayey or silty lenses and lack of stratification; variable amounts of cobbles and boulders. Occurs as ground moraine, till plain or undifferentiated ground moraine-end moraine complexes. Includes small areas of finer textured tills as well as small areas of outwash. The thickness is highly variable locally, less than 10 to as much as 20-30 meters.	Michigan Geological Survey Division’s publication, <i>Quaternary Geology of Southern Michigan</i> (1982) and GeoWebFace

General Topography and Hydrogeology		
County Soil Survey Description	Emmet-Montcalm; Well and moderately drained soil on gently sloping to very steep slopes.	United States Department of Agriculture (USDA) Soil Survey of Antrim County, Michigan (1978)
Site-Specific Geology and Hydrogeology		
Soil and bedrock characteristics	No site-specific information was identified.	Not applicable
Groundwater characteristics	No site-specific information was identified.	Not applicable

Based on the information presented above, AKT Peerless infers that groundwater in the vicinity of the subject property flows toward the south; however, local manmade structures (e.g., buildings, roads, sewer systems, and utility service lines) may influence both surface water and groundwater flow. AKT Peerless was unable to precisely document the groundwater flow direction beneath the subject property. To determine the site-specific groundwater flow direction, subsurface information would be necessary.

AKT Peerless did not identify water supply wells or monitoring wells at the subject property. Groundwater from the area of the subject property serves as the primary drinking water source for properties in Forest Home Township, which obtain water from several deep wells.

5.2 Standard Environmental Record Sources

AKT Peerless retained a third-party vendor to provide current environmental database information compiled by a variety of federal and state regulatory agencies. The purpose of obtaining this data was to evaluate potential environmental risks associated with the subject property, adjoining properties, and nearby sites that are (1) identified on target lists and (2) within varying distances of up to one mile from the subject property. Refer to the database report included as Section 10.4 for information regarding database descriptions, search radii, and most recent dates the database information was updated by the vendor.

5.2.1 Subject Property Listings

The database report does not identify the subject property addresses on the referenced databases.

5.2.2 Adjoining Properties

The database report does not identify the adjoining properties on the referenced databases, except for the following:

Detail Table for Northern Adjoining Property (No address)

Address	Name	Distance/Direction	Known/Inferred Groundwater Flow Direction:
Not applicable	Bellaire Public School Bus Garage	Adjoining/north	Inferred south

Address	Name	Distance/Direction	Known/Inferred Groundwater Flow Direction:
Databases			
<p><u>Underground Storage Tank (UST)</u></p> <p>According to the UST database, two USTs have been registered to the property. The USTs were listed with 1,000-gallon capacities and storing gasoline. The USTs were listed as installed on February 24, 1973 and removed on September 11, 1991. The location of this UST was likely greater than 800-feet north-northeast of the subject property.</p> <p>In AKT Peerless' opinion, the database listing associated with this adjoining property does not represent an environmental concern to the subject property. A regulatory agency file review is not deemed warranted because (1) this site is not listed on databases indicative of a release or contamination originating from this location and (2) a review of regulatory agency file information, if any exists, would not likely provide additional information that would assist in determining if a REC, HREC, CREC, or de minimis condition exists at the subject property in connection with this adjoining property.</p>			

5.2.3 Nearby Sites

AKT Peerless' review of the referenced databases also considered the potential or likelihood of contamination from nearby sites. To evaluate which of the nearby sites identified in the database report present an environmental risk to the subject property, AKT Peerless considered the following criteria:

- Type of database on which the site is identified.
- Topographic position of the identified site relative to the subject property.
- Direction and distance of the identified site from the subject property.
- Local soil conditions in the subject property area.
- Known or inferred groundwater flow direction in the subject property area.
- Status of the respective regulatory agency-required investigation(s) of the identified site, if any.
- Surface and subsurface obstructions and diversions (e.g., buildings, roads, sewer systems, utility service lines, rivers, lakes, and ditches) located between the identified site and the subject property.

Only those nearby sites that are judged to present a potential environmental risk to the subject property are further evaluated by reviewing agency file information. Using the above criteria and based upon a review of readily available information contained within the database report, AKT Peerless did not identify nearby sites that present a potential environmental risk to the subject property.

5.3 Regulatory Agency File and Records Review

5.3.1 Michigan Department of Licensing and Regulatory Affairs (LARA)

AKT Peerless contacted LARA's Bureau of Fire Services to review available records regarding registered storage tanks associated with the subject property. According to LARA, no records pertaining to the subject property were identified.

5.3.2 EGLE Remediation and Redevelopment Division (RRD)

AKT Peerless reviewed the EGLE RRD's Perfected Lien List to determine if environmental cleanup liens had been filed against the subject property. According to the Perfected Lien List, EGLE does not have record of environmental cleanup liens filed against the subject property.

AKT Peerless also referenced the EGLE Remediation Information Data Exchange (RIDE) for information regarding the subject property. Based on a review of RIDE, confirmed releases associated with the subject property have not been reported to EGLE.

AKT Peerless reviewed EGLE's Environmental Mapper to determine if known land use restrictions have been filed against the subject property. Land use restrictions associated with the subject property were not noted during EGLE's Environmental Mapper.

In addition, AKT Peerless submitted a request to the EGLE RRD to review available file information regarding USTs, leaking USTs (LUSTs), or other environmental records pertaining to the subject property. According to the EGLE RRD, no records pertaining to the subject property were identified.

5.3.3 EGLE Materials Management Division (MMD)

AKT Peerless submitted a request to the EGLE MMD to review available file information regarding waste management activities, permits, inspections and violations associated with the subject property. According to the EGLE MMD, no records pertaining to the subject property were identified.

AKT Peerless also reviewed the EGLE WDS for information regarding waste disposal operations at the subject property. The WDS tracks activities at facilities regulated by the Solid Waste, Scrap Tire, Hazardous Waste, and Liquid Industrial Waste (LIW) programs. The subject property is not listed on the WDS.

5.3.4 EGLE Drinking Water and Environmental Health Division (DWEHD)

AKT Peerless submitted a request to the EGLE DWEHD to review available file information related to non-community water supplies, environmental health, compliance and enforcement, drinking water contamination investigations, and on-site wastewater associated with the subject property. According to the EGLE DWEHD, no records for the subject property were identified.

5.3.5 EGLE Oil, Gas, and Minerals Division (OGMD)

AKT Peerless reviewed EGLE's GeoWebFace online geologic mapping program for oil and gas well records associated with the subject property. No records related to oil and gas wells were identified; however, the GeoWebFace depicts a gravel mine on the subject property labeled "GUILLE, L." This issue is discussed in more detail in Sections 5.5 and 7.1.

5.4 Additional Environmental Record Sources

5.4.1 Local Health Department

AKT Peerless submitted a request to the Health Department of Northwest Michigan (HDNWM) for records pertaining to the subject property. The HDNWM provided a test well permit (Permit #A19-265) that was issued on November 6, 2019, for a proposed condominium development. The permit included a

map of the proposed well location; however, no other information was included in documents provided by the health department.

5.4.2 Local Fire Department

AKT Peerless submitted a request to the Bellaire District Fire Department for available records pertaining to the subject property. A response was not received during the course of this assessment. Based on other information gathered during the June 2023 Phase I ESA and this Phase I ESA Update, this lack of response is not considered a *significant data gap*.

5.4.3 Assessing Department Records

AKT Peerless reviewed tax assessment records for the subject property provided by the Forest Home Township Assessing Department. According to the records, an approximate 2,160 square foot pole building (Subject Building 1) is present on the subject property. The date of construction was listed as 2013. The records also included survey drawings of the subject property parcels.

No information that could indicate potential environmental concerns at the subject property was found in the records.

5.4.4 Building Department Records

Due to data failure, AKT Peerless was unable to complete its review of Forest Home Township Building Department records because a response has not yet been received. Based on information gathered from other information sources, this *data failure* is not considered a *significant data gap*.

5.4.5 Previous Environmental Reports

AKT Peerless did not identify reports that document previous investigations of the subject property, except for the following:

- Phase I ESA, prepared in June 2023 by AKT Peerless

AKT Peerless completed a Phase I ESA of the subject property on June 30, 2023, on behalf of The 1983 Company, LLC in conformance with the scope and limitations of ASTM International Standard Practice E 1527-21. At the time of AKT Peerless' site reconnaissance, the subject property contained two commercial structures and a material and equipment storage yard. This portion of the subject property was unoccupied; however, was most recently occupied by Roesse Contracting Company, Inc., a construction company servicing municipalities and utilities. The remaining portion of the subject property was partially cleared and prepared for residential development in 2003-04. Those preparations included construction of a paved access road with two cul-de-sacs, fire hydrants, water, electricity, and sanitary sewer services.

The following recognized environmental condition (REC) was identified during the June 2023 Phase I ESA:

REC 1 – The subject property operated as a fruit orchard with approximately 400 trees on a 1938 historical aerial image. Approximately 50 trees were present on a 1954 aerial, which appears to be the last known timeframe of the fruit orchard. Lead arsenate pesticides, which are persistent within soils, were commonly applied to such orchards during this time period. In AKT Peerless' opinion, these former orchards represent a REC.

- Phase II ESA, prepared in September 2023 by AKT Peerless

A Phase II ESA was subsequently completed on the subject property to assess the REC. A total of 25 soil borings were advanced throughout the subject property with the collection of 50 soil samples. The soil borings were advanced across the western portion of the subject property in the vicinity of the former orchard. Soil samples were collected in each boring at 1 foot and 3 feet below ground surface (bgs). Groundwater was not encountered during the Phase II ESA investigation. The samples were submitted for laboratory analysis of arsenic and lead. According to the laboratory results, lead was not detected at concentrations above laboratory method detection limits (MDLs). Only one sample contained detectable concentrations of arsenic, which was below EGLE Part 201 Generic Residential Cleanup Criteria (GRCC). AKT Peerless concluded that it does not appear that historical pesticide spray applications associated with the fruit orchard have negatively impacted the subject property.

Based on laboratory analytical results, the subject property does not meet the definition of a *facility*⁵, as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended. Further investigation of the subject property was not warranted.

5.5 Historical Use Information

The objective of reviewing historical sources is to: (1) develop a history of previous uses or specific occupancies of the subject property, (2) identify those uses or specific occupancies that are likely to have led to potential environmental concerns at the subject property, and to the extent identifiable, at adjoining properties, and (3) identify obvious uses of the subject property from the present, back to the property's *obvious* first developed use, or back to 1940, whichever is earlier.

Historical Summary – Subject Property

The subject property contained a fruit orchard from at least 1938 through 1954. In 1938, approximately 400 trees were present, which decreased substantially to 50 trees by 1954. Historical use of the subject property as a fruit orchard is a REC. Since that time, the subject property remained wooded and undeveloped until the late 1990s when Subject Building 1 was constructed. A gravel pit was present on the subject property in the 1990s. In 2006, Subject Building 2 was constructed, and the majority of the subject property was cleared for future development, which appeared to be associated with residential housing or condominiums.

Historical Summary – Adjoining Properties

The adjoining properties have consisted of undeveloped land or residential and commercial properties since at least 1938.

⁵ "Facility" means any area, place, or property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located.

5.5.1 Aerial Photographs

AKT Peerless obtained aerial photographs for the subject property from EDR and Google. AKT Peerless' observations noted during the review of these photographs are summarized in the following table. Photocopies of select aerial photographs are presented in Section 10.3.

Subject Property Aerial Photography Summary

Map Dates	Observations	Potential Environmental Concerns
1938	The subject property contains a fruit orchard with approximately 400 trees. The remaining portion of the subject property is wooded.	Fruit orchard
1954	The fruit orchard is small in nature and appears to consist of 50 trees. A gravel entry drive is present at the southeast corner of the subject property.	Fruit orchard
1963, 1978, 1981, 1993	The subject property is wooded and undeveloped. Various trails are present across the eastern portion of the subject property.	None observed
1998	Subject Building 1 is present at the southeast corner of the subject property. A sand or gravel pit is present along the eastern portion of the subject property.	None observed
2006, 2009, 2012, 2020	Subject Building 2 is present at the southeast corner of the subject property. The majority of the subject property has been cleared for future development and a paved road is present along the western portion of the subject property.	None observed
2020	A small addition is present along the western side of Subject Building 1.	None observed

AKT Peerless' review of historical aerial photographs of the adjoining properties is summarized in the following table:

Adjoining Property Aerial Photography Summary

Photograph Dates	Potential Environmental Concerns
1938, 2020	No obvious evidence or indications of environmental concerns were noted with respect to the adjoining properties during AKT Peerless' review of the referenced aerial photographs.

5.5.2 Fire Insurance Maps

AKT Peerless' research did not identify historical fire insurance map coverage of the subject property or adjoining properties. A copy of the "No Coverage" statement provided by EDR is presented in **Appendix E**.

5.5.3 City Directories

Local street directory information was reviewed from various years published between 1982 through 2020 provided by EDR. The purpose of this review was to determine the past occupancy of the subject property. Directories were reviewed in approximately five-year intervals, or as available. The following table summarizes the subject property listings:

Local Street Directory Data

Year	Address	Listing
1982, 1987, 1992, 1995, 2000, 2005, 2010, 2014	6612 Bellaire Highway	No Listing
2017	6612 Bellaire Highway	Auto Doctor, Uhaul
2020	6612 Bellaire Highway	No Listing

Adjoining property listings consist of various residential and commercial listings over time. No obvious environmental concerns were identified.

5.5.4 Topographic Maps

AKT Peerless reviewed historical topographic maps depicting the subject property obtained from EDR. AKT Peerless' observations noted during the review of these maps are summarized in the following table. Photocopies of select topographic maps are presented as **Appendix F**.

Subject Property Historical Topographic Map Summary

Map Dates	Observations	Potential Environmental Concerns
1956	The subject property is undeveloped and depicted as a quarry or mine.	None observed
1975	The subject property is undeveloped and wooded.	None observed
1985	The subject property is undeveloped, and a gravel pit is located on the northern portion of the site.	None observed

2014, 2017, 2019	The topographic maps no longer depict structures given the density of development in the area.	None observed
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AKT Peerless’ review of historical topographic maps of the adjoining properties is summarized in the following table:

Adjoining Property Historical Topographic Map Summary

Map Dates	Potential Environmental Concerns
1956-2019	No obvious evidence or indications of environmental concerns were noted with respect to the adjoining properties and nearby sites during AKT Peerless’ review of the referenced historical topographic maps.

5.5.5 Recorded Land Title Records

Unless otherwise noted, AKT Peerless did not identify or research recorded land title records for the subject property.

5.5.6 Other Historical Information

AKT Peerless did not identify other relevant historical information for the subject property.

6.0 Subject Property Reconnaissance

6.1 Methodology and Limiting Conditions

The subject property reconnaissance consisted of visual and physical observations of the subject property. AKT Peerless visually and/or physically observed the subject property as well as the interior and periphery of structures. AKT Peerless’ reconnaissance methodology was designed to identify and document RECs, CRECs, and *de minimis* conditions based on the subject property use in concert with other relevant information gathered during this Phase I ESA. In addition, AKT Peerless observed adjoining properties from the subject property and adjacent public thoroughfares.

Samantha Joines of AKT Peerless conducted the subject property reconnaissance on February 13, 2024. Ms. Joines was unaccompanied during the reconnaissance. AKT Peerless did not encounter project specific facts or conditions that limited our ability to access or inspect the subject property, except for the following:

- Visual observation of portions of the subject property were limited by dense vegetation and steep slopes.

6.2 General Subject Property Setting and Operations

The eastern portion of the subject property is unoccupied other than grading operations for a proposed residential developed. This eastern portion of the subject property was recently operated by Roes Contracting Company, Inc., a construction company servicing municipalities and utilities. This portion of

the subject property contains two commercial structures and a material and equipment storage yard. Subject Building 1 contains an office, restroom, storage room, and shop area. Roll-up overhead doors are located on the northern and western sides of Subject Building 1.

Subject Building 2 consists of a two-car garage and was intended to be used as a Water Pump House. However, the equipment in this building was never activated. An overhead garage door is located on the north side of Subject Building 2.

The majority of the western portion of the subject property was partially cleared and prepared for residential development in 2003-04. Those preparations included construction of a paved access road with two cul-de-sacs, fire hydrants, water, electricity, and sanitary sewer services.

The remainder of the subject property consists of undeveloped wooded land and a terraced hill (former gravel mine).

6.3 Observations

6.3.1 Hazardous Substances and Petroleum Products

AKT Peerless did not observe hazardous substances or petroleum products (including wastes) at the subject property, except for the following:

Hazardous Substances and Petroleum Products

Location	Contents	Approximate Quantity	Observations
Inside Subject Building 1	Primer	Two five-gallon buckets	The materials are stored within manufacturers' packaging inside. No evidence of a release was observed.
North of Subject Building 1	None (empty, formerly contained Marine and RV antifreeze)	One 55-gallon drum	Empty drum with an open bung. No evidence of a release was observed.
Western portion of the subject property	None (empty, formerly contained Marine and RV antifreeze)	One 55-gallon drum	Empty drum with an open bung. No evidence of a release was observed.

AKT Peerless recommends all containers be properly characterized and removed prior to the Client's acquisition of the subject property.

6.3.2 Storage Tanks

Subject Building 1 is currently connected to natural gas service. AKT Peerless observed what appeared to be an idle propane gas regulator and copper line next to the natural gas meter. The copper service line

extended from the regulator into the ground. Otherwise, AKT Peerless did not observe evidence of current or former underground storage tank (UST) systems (e.g., vent pipes, fill ports, dispensing pumps, patched pavement, etc.) at the subject property.

AKT Peerless did not observe evidence of current or former aboveground storage tank (AST) systems (e.g., stands, secondary containments, etc.) at the subject property.

6.3.3 Strong, Pungent, or Noxious Odors

AKT Peerless did not observe evidence of strong, pungent, or noxious odors at the subject property.

6.3.4 Unidentified Substance Containers

AKT Peerless did not observe unidentified substances or containers at the subject property.

6.3.5 Potential Polychlorinated Biphenyl (PCB) Containing Items

AKT Peerless inspected the subject property for the presence of electrical or hydraulic equipment known or likely to contain PCBs. AKT Peerless did not observe suspect PCB-containing electrical or hydraulic equipment at the subject property, except for the following:

Potential PCB-Containing Equipment

Source Description	Source Location	Responsibility	Observations
Seven pad-mounted transformers	Western portion of subject property	Consumers Energy	No evidence of a release. The transformers contained PCB-free labeling
One pole-mounted transformer	Central portion of subject property	Consumers Energy	No evidence of release

AKT Peerless observed seven pad-mounted transformers along the paved access road on the western portion and one pole-mounted transformer on the central portion of the subject property. AKT Peerless did not observe evidence or indication of oil stains, leaks, or spills near the transformers.

6.3.6 Interior Staining/Corrosion

AKT Peerless observed approximately four-square feet of dark staining on the concrete ground surface in the northwest corner of the shop area in Subject Building 1. The staining was observed beneath a pallet containing motor oil, used motor oil in open containers, and antifreeze. An exterior door was observed approximately two feet from the stained area. The staining was limited in nature and not located near any floor drains.

6.3.7 Drains and Sumps

AKT Peerless did not observe drains or sumps in the subject building, except a floor drain between the overhead door and hydraulic lift in the shop area of Subject Building 1. No evidence of a release or odor was identified in connection with the drain.

6.3.8 Water/Wastewater Discharges

AKT Peerless did not observe evidence of wastewater or other liquid (including storm water) discharges containing hazardous substances or petroleum products at the subject property.

Storm water that falls upon the subject property appears to evaporate or infiltrate directly into the ground.

6.3.9 Standing Water, Pools, Waste Pits, Ponds, and Lagoons

AKT Peerless did not observe standing water, pools, sumps, pits, ponds, or lagoons containing liquids considered likely to contain hazardous substances or petroleum products at the subject property.

6.3.10 Solid Waste Dumping/Landfills

AKT Peerless observed evidence of crushed concrete and asphalt on the ground surface on the southeastern portion of the subject property north and east of Subject Building 1. According to Ms. Jennifer Bernard (property owner), this material is remnants of a small crushing operation used to generate base material for the access roads and cul-de-sacs constructed on the western portion of the subject property. Based on this information, this material does not represent a REC to the subject property. Otherwise, AKT Peerless did not observe evidence of areas apparently graded by non-natural causes, fill material of an unknown origin, debris (construction or demolition), solid waste dumping or landfilling, or irregular mounds or depressions at the subject property.

6.3.11 Stained Soil, Stressed Vegetation, Stained Pavement

Stressed vegetation was observed in the equipment and material yard on the eastern portion of the subject property and along the terraced banks of the former gravel mine on the central portion of the subject property. As discussed in Section 6.3.10, evidence of crushed concrete and asphalt was observed on the ground surface in part of the eastern portion of the subject property. However, this material does not represent a REC to the subject property. Otherwise, AKT Peerless did not observe stained soil, stressed vegetation, or stained pavement at the subject property.

6.3.12 Well and Septic Systems

AKT Peerless did not observe physical evidence of drinking water wells, septic systems, or cesspools at the subject property.

- One potable well was observed on the southwestern portion of the subject property.

6.3.13 Other Observations

AKT Peerless did not note other observations that represent an obvious environmental concern at the subject property.

6.4 Non-ASTM International E 1527 Scope Considerations

Other than those discussed in Section 9.0, AKT Peerless did not evaluate any other potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM International Practice E 1527. Examples of such potential environmental conditions that were beyond the scope of this Phase I ESA include: asbestos containing materials (ACMs), cultural and historic resources, ecological resources, endangered species, health and safety, high-voltage power lines, indoor air quality, industrial hygiene, lead-based paints (LBPs), lead in

drinking water, moisture intrusion/suspect mold growth, noise pollution, radon, regulatory compliance/non-compliance and/or wetlands.

Users of this document who wish to obtain an evaluation of the subject property relative to the aforementioned non-ASTM International E 1527 scope considerations may contact AKT Peerless to retain these services.

7.0 Interviews

7.1 Interview with Subject Property Owner

AKT Peerless conducted an interview with Ms. Jennifer Bernard, the current owner of the subject property, on June 16, 2023. Ms. Bernard also completed a Knowledgeable Party Questionnaire. Ms. Bernard purchased the subject property out of foreclosure from a lender in 2008. The previous owner (Mr. Sam Lewis) attempted to develop the western portion of the subject property with multiple, single-family residential houses on several sub-divided lots, but the redevelopment failed. As part of those redevelopment plans, sub-grade utilities (water, sewers, electricity, natural gas service) were installed and paved access roads with two cul-de-sacs were constructed. The proposed development lots are located on a significantly higher grade than Bellaire Highway. Subject Building 2 was constructed on the southeastern portion of the subject property to house a pump to “lift” water to the residents in the proposed redevelopment. It was later determined that the proposed method for water delivery was not sanitary, and the pump was never activated. Ms. Bernard indicated that wells would be required to provide potable water service.

According to Ms. Bernard, the eastern portion of the subject property operated as a gravel mine for approximately 20 years. Sand and gravel were mined from the hillside and no subgrade excavation of material was necessary. Mining activities ceased approximately 20 years ago. Ms. Bernard hired a company to terrace the hillside and planted trees to prevent erosion. Ms. Bernard leased Subject Building 1 to a local automotive repair business (single individual) for approximately two to three years until approximately five years ago. At that time, Ms. Bernard added a restroom and connected the building to municipal water and sewer services. Previously, the building was not equipped with any form of water and sewer service (no well or septic system). Ms. Bernard indicated that the evidence of crushed concrete and asphalt observed to the north and east of Subject Building 1 were remnants of a small crushing operation used to generate base material for the access roads and cul-de-sacs constructed on the western portion of the subject property. Otherwise, she is not aware of any fill material from an off-site source being placed on the subject property. Ms. Bernard did not provide information that is material in identifying RECs in connection with the subject property.

AKT Peerless provided Ms. Barnard a questionnaire as a part of this Phase I ESA update. Ms. Barnard did not complete the questionnaire. Despite multiple attempts, AKT Peerless was not able to conduct an interview with Ms. Barnard.

7.2 Interview with Key Site Manager

AKT Peerless was not provided with the contact information of a Key Site Manager.

7.3 Interview with Subject Property Occupant

The subject property is not occupied; therefore, no interviews were conducted with occupants.

7.4 Interviews with Others

In June 2023, AKT Peerless obtained a key to Subject Building 1 and conducted an interview with Mr. Tom Hurshman, an occupant of the southern adjoining property and relation to the subject property owner. According to Mr. Hurshman, the eastern portion of the subject property formerly operated as a small gravel mine in approximately the 1980 and 1990s. The mine operated by cutting soil and gravel from the native hillside. Mining operations ceased approximately 20 years ago. A former owner attempted to construct a residential development on the western adjoining property in approximately 2004, but the development did not proceed due to market conditions. Mr. Hurshman did not provide information that is material in identifying RECs in connection with the subject property.

Otherwise, AKT Peerless did not conduct interviews with others during this assessment because the historical use of the subject property has been identified. Additional interviews with the occupants of adjoining and nearby properties were not conducted because the subject property is not considered abandoned, as referenced by ASTM International.

8.0 Evaluation and Report Preparation

8.1 Findings

In the professional opinion of AKT Peerless, an appropriate level of inquiry has been made into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability. We have performed a Phase I ESA of the subject property in conformance with the scope and limitations of ASTM Standard Practice E 1527-21, AAI 40 CFR Part 312, and MSHDA Environmental Review Requirements. Any exceptions to, or deletions from, this practice are described in Section 10.6 of this report.

Presented in the Sections below are AKT Peerless' findings regarding evidence of known or suspected RECs, HRECs, *de minimis* conditions, and instances of data gap. For purposes of presenting relevant findings and insight into AKT Peerless' reasoning, AKT Peerless' summary also includes presenting those relevant findings that, after further consideration and research, were not determined to be a REC, and therefore, are not included in AKT Peerless' conclusions and recommendations presented in Section 8.5.

FINDING 1 – The subject property operated as a fruit orchard with approximately 400 trees on a 1938 historical aerial image. Approximately 50 trees were present on a 1954 aerial, which appears to be the last known timeframe of the fruit orchard. Lead arsenate pesticides, which are persistent within soils, were commonly applied to such orchards during this time period. A subsequent Phase II ESA adequately addressed this REC and determined that the subject property does not meet the definition of a “facility,” as defined in Part 201.

FINDING 2 – Two empty 55-gallon drums (formerly containing Marine and RV antifreeze) were observed on the exterior of the subject property. Two 5-gallon buckets of painting primer were observed on the interior of Subject Building 1. A release from these containers was not observed or suspected at the subject property. Therefore, the presence of these containers

does not present a significant environmental concern to the subject property. AKT Peerless recommends containers be properly characterized and removed prior to the Client's acquisition of the subject property.

FINDING 3 - AKT Peerless observed evidence of crushed concrete and asphalt on the ground surface on the southeastern portion of the subject property north and east of Subject Building 1. According to Ms. Jennifer Bernard (property owner), this material is remnants of a small crushing operation used to generate base material for the access roads and cul-de-sacs constructed on the western portion of the subject property. Based on this information, this material does not represent a REC to the subject property.

8.2 Opinions

Consistent with the objectives of 40 CFR Part 312 and ASTM Practice E1527-21, this assessment has not identified conditions indicative of release or threatened release of hazardous substances on, at, in, or to the subject property.

8.3 Additional Investigation

Further investigation of the subject property is not warranted.

If either of the subject buildings will be demolished or renovated in the future, AKT Peerless recommends further evaluation of the ASTM "non-scope" considerations (i.e., asbestos) for compliance with National Emission Standard for Hazardous Air Pollutants (NESHAP) requirements.

8.4 Significant Data Gaps

AKT Peerless did not identify or encounter instances of significant data gaps during this Phase I ESA.

8.5 Conclusions and Recommendations

AKT Peerless has performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527 of 6612 Bellaire Highway, Forest Home Township, Antrim County, Michigan, the subject property. Any exceptions to, or deletions from, this practice are described in Section 8.0 of this report. AKT Peerless' findings and opinions with respect to potential RECs are presented throughout this report, including discussion and analysis of potential RECs that, after further consideration and research, were not determined to be RECs, HRECs, or CRECs. Such findings and opinions are discussed in the appropriate sections of this report.

8.5.1 Recognized Environmental Conditions

This assessment has revealed no evidence of known RECs in connection with the subject property.

8.5.2 Controlled Recognized Environmental Conditions

This assessment has revealed no evidence of known CRECs in connection with the subject property.

8.5.3 Historical Recognized Environmental Conditions

This assessment has revealed no evidence of known HRECs in connection with the subject property.

8.5.4 De Minimis Conditions

During the course of Phase I ESAs, AKT Peerless often encounters conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. These conditions are not considered RECs, HRECs, or CRECs, but are defined by ASTM Standard E 1527 as *de minimis* conditions. In the interest of brevity, AKT Peerless did not develop a full list of *de minimis* conditions in this section, rather evaluated and identified these conditions in the appropriate sections of this report.

8.6 Additional Services

This assessment included recommendations for additional assessment or investigation, if necessary. Based on the results of this Phase I ESA, AKT Peerless does not recommend further assessment of the subject property.

8.7 Limiting Conditions/Deviations

AKT Peerless did not deviate from ASTM Practice E 1527 when performing this Phase I ESA (i.e., no components of that practice were deleted, and no additions to it were made).

8.8 Project Resources and References

AKT Peerless referred to the following resources between February 16, 2024, and February 23, 2024 to complete its Phase I ESA:

- USEPA
- USGS
- USDA
- EGLE
- Google Earth
- Antrim County Health Department
- Bellaire Government Sources (e.g., assessing, building and fire departments)
- EDR
- United States Fish and Wildlife Service (USFWS)
- Federal Emergency Management Agency (FEMA)
- Previous investigations

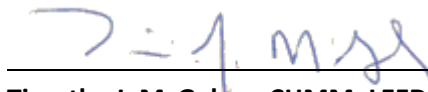
Other individuals and resources are cited in the appropriate sections of this report.

8.9 Signatures of Environmental Professionals

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR Part 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



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8.10 Qualifications

The qualifications for the Environmental Professionals and contributing environmental consultants who completed this environmental assessment is provided in Section 10.8.

9.0 Non-Scope Considerations

9.1 Friable and Non-Friable Asbestos Containing Materials (ACM)

AKT Peerless understands Subject Building 1 and/or 2 may be demolished in the future. As part of the Phase I ESA subject property reconnaissance, AKT Peerless observed building materials that may contain asbestos. In general, these suspect materials were readily accessible and visible during the subject property reconnaissance and did not require the dismantling of permanent structures, such as walls, floors, and ceilings. Invasive inspection activities performed as part of the subject property reconnaissance were generally limited to accessing areas located above suspended ceiling tiles.

A summary of the suspect ACM observed during AKT Peerless' site reconnaissance, along with their condition and apparent friability is presented in the following table:

Suspect Asbestos Containing Materials

Material	Location	Condition	Friability
Drywall and joint compound	Throughout Subject Building 1	Good	Non-friable

At the time of the subject property reconnaissance, these materials were observed to be in good condition. Subject Building 1 was constructed in 1996 with an addition in 2014, and Subject Building 2 was constructed in 2004. Because industry practices in place at that time have typically limited the use of asbestos in building materials, these materials are not likely to contain asbestos. However, it is a requirement under the USEPA National Emission Standard for Hazardous Air Pollutants (NESHAP), 40 CFR

Part 61 that prior to performing renovation or demolition activities, that a comprehensive, 'thorough' asbestos survey be conducted to identify the nature and extent of asbestos containing materials at the subject property. The NESHAP regulation applies without regard to the age of a building.

The subject property reconnaissance completed as part of the Phase I ESA was not an asbestos survey and was not intended to disclose all possible sources of asbestos at the subject property. Rather, it was designed to assess the presence of the most significant and obvious sources of suspect ACMs based on the quantity present, relative condition, and ease of accessibility.

9.2 Lead-Based Paint (LBP) Hazards and Lead in Drinking Water

The subject property does not contain structures with building permits issued prior to January 1, 1978.

9.3 Radon

MSHDA requires review of the Michigan EGLE Indoor Radon Results Map for the subject property. A radon assessment must be conducted by a Radon Professional for all projects in zip codes where 25% or more of first time radon test reveal results above 2 picocuries per liter (pCi/L). According to the Michigan EGLE Indoor Radon Results Map, the Percentage of 1st Time Tests Above 2 pCi/L within the subject property zip code (49615) is 31%. Therefore, a radon assessment or mitigation will be required for the proposed redevelopment.

Radon testing must follow the protocols set by the American Association of Radon Scientists and Technologists, Protocol for Conducting Measurements of Radon and Radon Decay Product Measurements in Multifamily, School, Commercial and Mixed-Use Buildings (ANSI-AARST MA-MFLB-2023, Section III, or similar section in the most recent addition).

For projects with test results exceeding the EPA action level of 4.0 picocuries/liter, plans and specifications approved by a Radon Professional for addressing these exceedances must be submitted prior to initial closing. New construction projects and any proposed mitigation plans must be consistent with the radon resistant code requirements as detailed in Appendix F of the International Residential Code or Appendix N of the International Building Code as appropriate.

9.4 Special Flood Hazard Area

According to a FEMA Flood Insurance Rate Map (FIRM) the subject property is located in an unmapped area, which is indicative of a location with a minimal flood hazard. A copy of the FEMA FIRMette is provided in Section 10.1.

9.5 Wetlands

AKT Peerless did not observe obvious evidence of potential wetlands on the subject property during property reconnaissance activities. In addition, AKT Peerless' review of the National Wetland Inventory (NWI) map, published by the USFWS, indicated that no wetland areas are located at the subject property. A copy of the wetland map is provided in Section 10.1.

9.6 Electro-Magnetic Field (EMF)

The subject property is not located in close proximity to power transmission lines 60kV and greater.

No building-mounted antennae are present or planned at the subject property.

9.7 High Pressure Buried Gas Lines

The subject property is developed with an office and shop building and a water pump house. The future use of these buildings is to be determined and will consist of either demolition or renovation activities. Residential workforce housing construction is planned at the subject property. AKT Peerless submitted a Miss Dig request to obtain a distribution map of nearby high-pressure buried gas lines. However, as of submittal of this Phase I ESA, a response has not been provided. AKT Peerless will issue an addendum if nearby high-pressure gas lines are confirmed in close proximity to the subject property.

9.8 Noise

AKT Peerless conducted a noise analysis of the subject property, based on HUD's document titled "The Noise Guidebook". AKT Peerless identified and evaluated local airports, roadways, and railroads to determine the current noise conditions that impact the subject property. Based on AKT Peerless' findings, one airport (Antrim County Airport) is located within a 15-mile radius; however, AKT Peerless determined the airport would not contribute to the noise level at the subject property based on the distances from the 65 decibel contours to the flight paths. The subject property is not located within 3,000 feet of a railroad. The subject property is not located within 1,000 feet of a freeway, expressway, highway, United States or state route, or major roadway, or road that is a significant contributing source to site Day/Night Noise Level (DNL), except for Bellaire Highway. Therefore, AKT Peerless evaluated Bellaire Highway using the HUD DNL calculator. Based on the anticipated redevelopment of the subject property, with new construction occurring on the central/western portion of the subject property, AKT Peerless used the center of the subject property as the effective distance. Based on AKT Peerless' findings, this roadway would contribute approximately 55 decibels of noise from current day/night traffic. The 10-year projection, with an assumed 1% increase in traffic, also falls under the 65 decibels of sound, per HUD DNL calculations. Therefore, noise is not anticipated to be a contributing negative site impact. If redevelopment plans change, a reevaluation of the noise conditions may be necessary.

9.9 Vibration Analysis

The subject property is not located within 100 feet of a rail line. Therefore, this section does not apply.

9.10 Vapor Encroachment Screen

AKT Peerless performed a Tier I and non-invasive Tier II Vapor Encroachment Screen (VES) of the subject property in accordance with ASTM 2600-15. The results of the assessment did not identify potential vapor encroachment concerns (pVECs) within 100 feet of the subject property.

10.0 Appendices

Refer to the attached appendices for support documentation related to this Phase I ESA.