



SIDE LOT PROGRAM INFORMATION AND APPLICATION

The residential Side Lot Program, is one of many programs supported by the Calhoun County Land Bank Authority. The following is a brief explanation of the program's background and purpose. For further questions or information please contact the CCLBA at 269-781-0777.

Program Background

The CCLBA collaborates closely with the Calhoun County Treasurer's office to acquire, manage, and redevelop tax-reverted properties back into productive use. The Side Lot Program has been in place since 2007 to improve neighborhood character, increase property values, and put properties back onto the tax roll.

Program Purpose

The Side Lot Program provides the opportunity for homeowners to purchase qualifying adjacent vacant lots for sale by the CCLBA. The purchase of a residential vacant lot enables homeowners to expand their side yard and to increase the overall value of their property. Homeowners purchasing adjoining residential vacant parcels may be able to claim a Principle Residence Exemption (PRE) on the purchased parcel; refer to your local assessor for PRE guidelines.

Program Qualifications

Applications that are submitted will be reviewed by Land Bank staff to determine compliance with CCLBA policies and procedures as well as existing CCLBA and neighborhood plans. Policy does not allow the CCLBA to sell property to applicants with delinquent property taxes or outstanding code violations.

To purchase a vacant lot, the parcel must be owned by the CCLBA, as well as be available and for sale by the CCLBA.

Application Submission

To apply for a residential side lot please submit the Side Lot Program Application, CCLBA Applicant Certification Form, and all required attachments to the CCLBA. Complete applications will be processed within two weeks whenever possible. Incomplete applications will not be processed.

Email your materials to:

landbank@calhouncountymi.gov

(PDF Format Preferred)

Mailing Address:

Calhoun County Land Bank Authority
315 W Green St
Marshall MI 49068



SIDE LOT PROGRAM APPLICATION

REQUESTED SIDE LOT

Property Street Address and City: _____

Parcel ID: _____

APPLICANT INFORMATION

Name of Applicant: _____

Name of Co-Applicant: _____

Mailing Address: _____

City, State, Zip: _____

Daytime Phone Number: _____

Your address neighboring CCLBA Side Lot, if different than mailing address:

- 1) Does your property adjoin the requested CCLBA property? **Yes** or **No**

- 2) Do you own the property, near the CCLBA property, via deed or land contract? **Yes** or **No**
Only land owners, by deed or land contract are eligible. Attach a copy of your recorded land contract or deed as proof of ownership.

- 3) Are your property taxes current on all properties you own in Calhoun County? **Yes** or **No**
If you own property in Calhoun County beyond your mailing address above, attach a list of all properties, including parcel number and address, noting the tax status of each as current or delinquent.

- 4) Do you have any outstanding code violations on any properties you own? **Yes** or **No**
Explain any code issues on the property list attached for question 3.

- 5) What do you plan to do with the side lot if awarded? _____

QUIT CLAIM DEED TRANSFER INFORMATION

Unless other arrangements are made, properties sold through the residential Side Lot Program are transferred via Quit Claim Deed. This is not a Warranty Deed and, therefore, does not necessarily construe clear, insurable title. Side Lots must be kept separate from adjacent properties for a period of five years, after which a side lot may be combined with another parcel. The CCLBA recommends against combining if title insurance is not in place.

In certain circumstances, the CCLBA has the option to include a reverter clause in the Quit Claim Deed which would allow the CCLBA to reclaim the property and any improvements thereon should the new owner fail to maintain the property.

APPLICANT'S SIGNATURE AND AFFIRMATION

I understand that the CCLBA staff will review this request and determine it's compliance with CCLBA policies and procedures as well as existing CCLBA and neighborhood plans. If this application is approved, I will care for and maintain the property, complying with applicable ordinances and regulations. I understand that this form is a statement of interest only. By receiving it, the CCLBA does not commit to the transfer of property. Furthermore, I read and understand the information about Quit Claim Deeds.

I hereby affirm by my signature affixed hereto that I understand the residential Side Lot Program as detailed herein and that all the materials which I have submitted and answers I have provided are true to the best of my knowledge, information and belief.

Applicant Signature

Date

Co-Applicant Signature

Date

STAFF USE ONLY:	NOTES:	DATE:	Staff:
<input type="checkbox"/> Ownership <input type="checkbox"/> 100% PRE <input type="checkbox"/> Tax History <input type="checkbox"/> Violation Free <input type="checkbox"/> Lot line shared Which _____ % _____	_____ _____ _____ _____ _____ _____ _____		



APPLICANT CERTIFICATION FORM

1. I am not in default on property taxes payable to any governmental taxing unit in the State of Michigan. I understand that the Calhoun County Land Bank Authority (CCLBA) will verify my tax status relative to taxes owed in Calhoun County.
2. All materials and copies submitted with this application are complete, accurate and current as of the date of submission.
3. I am responsible for determining local land use, zoning, and property maintenance laws and I certify that I will maintain the property in accordance with all such applicable laws and ordinances.
4. I agree and acknowledge that I will pay all costs and fees associated with the property, the closing of this transaction and any future related costs, taxes or fees of any type, including any and all delinquent taxes and outstanding water assessments, if applicable.
5. I agree and acknowledge that the CCLBA has the sole discretion to accept or reject my offer and may decline my offer to acquire this property for any reason or for no reason at all.
6. I agree that if my offer is accepted I will submit the purchase price and required documents to the CCLBA within 14 calendar days from the date of the acceptance letter or the CCLBA may cancel the agreement.
7. I agree, if my offer is accepted, to authorize the CCLBA to record the Quit Claim Deed on my behalf and such recording will constitute delivery and my acceptance of the deed. Thereafter, the original will be provided to me.
8. The CCLBA, its officers, board members, employees, contractors, and agents, make no warranty or representation as to the status or condition of title to the property to be conveyed. I assume all responsibility to search and, if necessary, clear title to the property.
9. I acknowledge that I have been advised to obtain a title insurance policy for any property purchased and to obtain legal or other technical advice in order to search and clear title to the properties.
10. The CCLBA, its officers, board members, employees, contractors, and agents, make no warranty or representation as to the presence or absence of any hazardous substance or hazardous waste on the property to be conveyed and all property is sold "as is" and "where is." The CCLBA, its officers, Board Members, employees, contractors, and agents, make no warranty or representation as to the environmental condition of the property or any of the structures or improvements located on the property. I acknowledge and agree that I have assumed all responsibility to investigate, and if necessary remediate, any environmental condition of the property. I acknowledge that I have been encouraged to obtain technical advice in order to investigate, and if necessary, remediate the environmental condition of the property.
11. The CCLBA, its officers, board members, employees, contractors, and agents, make no warranty or representation as to the physical condition of the properties or any structures or improvements located on the property conveyed by the CCLBA. I acknowledge and agree that I have assumed all responsibility to investigate, and if necessary, repair the physical condition of the property or of any structures or improvements located on the property. I acknowledge that I have been advised and encouraged to obtain technical advice in order to investigate, and if necessary repair, the physical condition of the property or of any structures or improvements located on the property.
12. I acknowledge, unless other arrangements have been made, and agree that I will receive a Quit Claim Deed from the CCLBA. The property will be conveyed "as is," with no title insurance. I acknowledge and agree to assume responsibility for the property including future tax bills. The Quit Claim Deed does not warrant title and may be subject to redemption rights (that right which allows a former owner of a tax reverted property to invoke a legal claim) to reclaim forfeited property by paying delinquent taxes, fees and/or costs.

13. I acknowledge and agree that the property may have substantial physical, environmental, and legal (title) defects. I understand and agree that I am assuming the risk for any defects in the property. No one from or on behalf of the CCLBA, its officers, board members, employees, contractors, and agents, has made any statements, promises, representations or warranties, expressed or implied, as to the condition of the property or title to the property. I acknowledge that I am proceeding at my own risk.
14. I hereby release, waive, discharge, and covenant to hold harmless the CCLBA, its officers, Board Members, employees, contractors, and agents, from all liability regarding the condition of the property, whether environmental, physical, legal (title), or otherwise.
15. I hereby grant the CCLBA, its agents, employees, contractors, successors, and assigns, full rights to access the property for a period of five years from the date of purchase for the sole purpose of photographing said property for program documentation and consent to the use of such photographs print, digital, or other medium, in any publication, including but not limited to the internet, in conjunction therewith, waiving any right to inspect or approve any photographs or associated copy material in connection therewith. I hereby acknowledge that I will not receive any payment for the use of any such images. This agreement applies to property photographs only. Any photographs capturing individual persons will require the CCLBA to obtain a separate release prior to publication.

I hereby affirm by my signature affixed hereto that I acknowledge and agree to the terms above I certify that all components of and statements within my application are true and accurate to the best of my knowledge, information and belief.

Applicant signature

Date

Co-Applicant signature

Date