



# TRANSFORM THIS COMMERCIAL PROPERTY

The Calhoun County Land Bank Authority (CCLBA) has commercial properties available for purchase to rehabilitate. CCLBA's mission is to support the revitalization of communities in Calhoun County. Many of the buildings offered through the Transform This Commercial Property (TTCP) program are in need of significant rehabilitation; therefore, participation in this program will require a detailed rehabilitation plan, financial capacity and experience.

The goal of the TTCP program is to successfully redevelop distressed commercial and mixed use sites. Upon completion, the property returns not only to the tax roll, but also to productive use and becomes an asset to its neighborhood, community, and commercial district. This program is designed for those who want to purchase and restore the property for small business or mixed use development.

## STEP 1

Pick a property, negotiate price, sign purchase agreement and complete application

1. **PICK PROPERTY** - Contact our realtor, Melissa Kennedy at 269-441-8183 to set up an appointment to see the property.
2. **AGREE ON PRICE** - Negotiate a purchase price and sign the Purchase Agreement.
3. **EARNEST MONEY DEPOSIT (EMD)** - Deposit 15% of the agreed price (up to \$2,500) to be held at Devon Title Company. The EMD becomes non-refundable at the time the Addendum is executed.
4. **COMPLETE APPLICATION** - Be as detailed as possible regarding the proposed use, plan for rehabilitation, experience with other projects and financial capacity. Return the completed application to the CCLBA realtor.

## STEP 2

Meet with the CCLBA and create a due diligence Addendum

The meeting will help the CCLBA find out more about the project and determine the next steps for the Applicant. Following the meeting, the CCLBA will prepare an Addendum for the applicant with a list of due diligence requirements, which will then be incorporated in the Addendum for the project.

All lists will include the following minimum due diligence items:

1. **IDENTIFY** your team; inside and outside company that will help with this project, including experience;
2. **SEEK** support from local jurisdiction and provide written documentation from the Zoning and Planning Department, or in some cases, Township / Village / Council approval;
3. **COMPLETE** a Phase I environmental review of the property;
4. **CREATE PRELIMINARY REHAB PLAN** that includes a detailed concept and plan. The CCLBA understands the plan may change, but applicants should be as detailed as possible; and
5. **DEMONSTRATE** financial capacity with project proforma and proof of funding.

Depending on the project, the CCLBA may also request items from the following list to be included in the Addendum:

1. Support and review from the municipal economic development agency;
2. Plan review from building and code officials, e.g. for new construction or change in building footprint;
3. Submission of a site concept plan;
4. Submission of a business plan;
5. Formal code review conducted by an engineer;
6. Additional environmental site assessment(s), if appropriate based on the Phase I results;
7. Review by Development Review Committee (DRC) through the CCLBA; and/or
8. Execution of a development agreement, right of first refusal clause, or a reverter clause determined on a project by project basis.

### STEP 3

#### Complete Due Diligence

The Addendum will allow buyers to complete all of the due diligence for the project. Applicant will have a minimum of 60 days from signing the Addendum to conduct due diligence.

If a DRC is required for the project, that committee will be developed by the CCLBA and will consist of representatives from the CCLBA, the local municipality, the economic development agency, and, when appropriate, a representative of the banking industry or other specialist(s). The DRC will provide input on development proposals and assist with the review process. All proposals will be evaluated and scored using a transparent scoring matrix.

### STEP 4

#### Closing the Deal

After completion and acceptance of all due diligence items, the TTCP project is ready for closing. The CCLBA will close at Devon Title and the Applicant is responsible for the cost of all title work, title insurance, legal proceedings if quiet title is necessary, all closing costs, and any prepaids; the CCLBA will manage the title process. During this final step, the CCLBA and the Applicant will finalize the Purchase Agreement, and any other required documents.

### STEP 5

#### Compliance Monitoring

During the rehabilitation of the property, monitoring will take place on a bi-monthly basis. Buyer will be responsible for filing bi-monthly reports with the CCLBA to demonstrate both compliance and progress.

The CCLBA expects the Buyer to work toward project completion as outlined in the Addendum and application, and will work to support the Buyer as needed. If necessary, the Buyer may request an extension in writing; the CCLBA reserves the right to request additional information and supporting documentation before consideration of the request. All extensions must be requested and approved in writing. Legitimate setbacks in completing the project will be taken into consideration on a case by case basis. Requests for multiple extensions may be subject to support from the CCLBA Board of Directors if requested over an extended period time.

If required by a development agreement or reverter clause, compliance monitoring will take place on a scheduled basis. After notice from the Land Bank that a developer failed to meet any set requirement, they will have thirty days to cure it or reach a modification agreement. If no agreement is reached, a reverter clause may be initiated.

Upon receipt of the Final Inspection and/or Certificate of Occupancy by the CCLBA the project will be considered complete.

**Disclosure:**

The CCLBA advises all Applicants that it is selling these properties AS IS, WHERE IS and with no representations or warranties of any kind, including but not limited to any warranty of habitability, fitness for a particular purpose, or environmental condition. Applicants are advised to conduct their own careful inspections at the scheduled walk through, particularly with regard to the anticipated cost for repairs that will be required to pass a Final Inspection, and where necessary, obtain a Certificate of Occupancy within required time frame.

Any information provided in this document, or on any CCLBA publication, print or electronic (including internet postings) or otherwise, orally or in writing, now or in the future, is for convenience only and the CCLBA makes no representation or warranty as to its accuracy or completeness.

The CCLBA is a governmental body subject to the Freedom of Information Act and/or other applicable laws regarding the disclosure of public information. Please note, that the CCLBA may be required to disclose Applicant's or Buyer's name, the address of the property, the purchase price and other information. If requested, the CCLBA will provide any information as required by law.

The CCLBA reserves the right to accept or reject any or all offers, waive any informalities and accept the proposal which best suits the CCLBA, the local municipality, business district, or neighborhood. The CCLBA will review the bids in some cases, in partnership with the DRC, and other representatives as necessary. The CCLBA reserves the right to take other action before a purchase agreement is approved or signed. If you have any questions, please contact Krista Trout-Edwards, Executive Director at 269-781-0859.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date



**A walk through inspection is required before an application can be accepted.** Contact realtor Melissa Kennedy at 269-441-8183 for more information and to schedule a site visit. Entry onto or into a CCLBA property without the contracted realtor is trespassing and is subject to prosecution. This application will not be processed if all required documentation is not attached. The requirements of the program must be met to qualify for participation and purchase.

**CHECK ALL THAT APPLY**

- I have not been through any foreclosure proceedings or forfeited title on any property in the last five years.
- I do not have delinquent taxes on any property I own in Michigan. My taxes are paid and current.
- I do not have any active code or ordinance violations on any property I own in Michigan.

**CONTACT INFORMATION**

Applicant Name: \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**CCLBA PROPERTY INFORMATION**

Property Address: \_\_\_\_\_ Parcel ID Number: \_\_\_\_\_

**ANTICIPATED SOURCES OF FUNDING**

	Lender	Type of Loan	Proposed Amount
Loan			
Loan			
	Grantor Agency	Type of Grant	Proposed Amount
Grant			
Grant			
Equity/Applicant Contribution			Proposed Amount
Other Sources (e.g. brownfields/reimbursement)	Identity of Funding Party		Proposed Amount
Total Expected Funding for Project:			



# TRANSFORM THIS COMMERCIAL PROPERTY GENERAL REHABILITATION PLAN

## GENERAL REHABILITATION PLAN

Intent for property (circle all that apply) Residential Mixed use Commercial Other: \_\_\_\_\_

Briefly describe the project/improvements: \_\_\_\_\_

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Proposed date of completion for rehabilitation of property \_\_\_\_\_

Estimated projected cost (purchase price + rehab) \$ \_\_\_\_\_

Have you contacted the local planning/building department about this property? (circle) Yes or No

Municipality \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Have you engaged an architect or building professional? (circle) Yes or No

If so, please provide name: \_\_\_\_\_

Do you plan to seek grant funding to complete the building renovation? (circle) Yes or No

Do you plan to seek bank funding to complete the renovation? (circle) Yes or No

Are you familiar with environmental regulations that provide liability protection? (circle) Yes or No

If so, please describe your experience, including what type of environmental reports were conducted:

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Have you purchased and redeveloped commercial property in the past? (circle) Yes or No

If so, please describe your experience in the table on the next page:

BRIEF DESCRIPTION OF PAST REDEVELOPMENT PROJECTS			
Project Description	Location	Types Funding Used	Reference Information
	Address:  City:  State:	1.  2.  3.	Name:  Address:  Phone/Email:
	Address:  City:  State:	1.  2.  3.	Name:  Address:  Phone/Email:
	Address:  City:  State:	1.  2.  3.	Name:  Address:  Phone/Email:



# COST ESTIMATE CHECKLIST

**SUBMIT THIS CHECKLIST** with application materials. Any information provided on this document is for convenience only with no representation or warranty as to completeness and accuracy. This tool is provided to aid in the process for the Applicant and the CCLBA. The costs for the project may be more or less and are the sole responsibility of the Applicant.

## Acquisition Costs

- Offer on Property (Including 15% option) \_\_\_\_\_
- (15% Option Price \_\_\_\_\_) \_\_\_\_\_
- Title Review Fee (approximately \$500) \_\_\_\_\_
- Title Insurance Premium (approximately \$500) \_\_\_\_\_
- Closing (approximately \$500) \_\_\_\_\_
- Any Lender Closing Fees \_\_\_\_\_
- Environmental Assessment \_\_\_\_\_
- Property Taxes (1 year) \_\_\_\_\_
- Insurance Premium (1 year) \_\_\_\_\_
- Other property acquired for project \_\_\_\_\_

Acquisition Section Total

**A**

## Rehab Costs

### Systems

	Permit Fee		Materials		Labor		Total
Architectural Contractor						=	_____
Formal Code Review						=	_____
Engineer Plan Development/Review						=	_____
Mechanical	_____	+	_____	+	_____	=	_____
Electrical	_____	+	_____	+	_____	=	_____
Plumbing	_____	+	_____	+	_____	=	_____
Septic / Well	_____	+	_____	+	_____	=	_____

### Structural

Permit(s) fee	_____					=	_____
Framing / Walls / Support Structure				+	_____	=	_____
Roof				+	_____	=	_____
Insulation				+	_____	=	_____
Foundation				+	_____	=	_____
Plaster / Drywall				+	_____	=	_____
Firewalls				+	_____	=	_____
Flooring				+	_____	=	_____
Windows / Doors				+	_____	=	_____
Fixtures / Finishes (cabinets, etc.)				+	_____	=	_____
Porch / Railings				+	_____	=	_____
Paint / Siding / etc.				+	_____	=	_____
Other safety issues				+	_____	=	_____
Contingency (10%)						=	_____

Rehab Section Total

**B**



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**Calculate Minimum Proof of Funds**

Acquisition Costs (A)

A \_\_\_\_\_

30% of Rehab Costs

B  X 30% =

+ \_\_\_\_\_

C \_\_\_\_\_

**Minimum Proof of Funds (A + C = D)**

D





# TRANSFORM THIS COMMERCIAL PROPERTY REHAB PLAN OF ACTION TIMELINE

**SUBMIT THIS CHECKLIST** with application materials. This tool is provided to aid in the planning process for the Applicant and the CCLBA; project costs are the sole responsibility of the Applicant.

**Month 1—2** *Bimonthly Check-in Date:* \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Month 3-4** *Bimonthly Check-in Date:* \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Month 5—6** *Bimonthly Check-in Date:* \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Month 7—8** *Bimonthly Check-in Date:* \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_



**SUBMIT THIS CHECKLIST** with application materials. This tool is provided to aid in the planning process for the Applicant and the CCLBA; project costs are the sole responsibility of the Applicant.

**Month 9-10** *Bimonthly Check-in Date:* \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**Month 11-12** *Bimonthly Check-in Date:* \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**Month 13—15** *Bimonthly Check-in Date:* \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**Submit this List of Properties** with Application if applicable. Use this page to list any and all properties you currently own or have interest in, in the State of Michigan. Supply additional sheets if necessary.

## Parcel List

<p>1.</p> <p>Parcel ID _____</p> <p>Address _____</p> <p>City _____ Zip Code _____</p> <p>Township (if applicable) _____ Year of Rehab (if applicable) _____</p> <p>Type of Ownership (select all that apply)</p> <p> <input type="checkbox"/> Residence             <input type="checkbox"/> 2nd Residence             <input type="checkbox"/> Rental             <input type="checkbox"/> Land Contract             <input type="checkbox"/> Vacant Lot             <input type="checkbox"/> Commercial             <input type="checkbox"/> Other         </p>	<p>Office Use Only</p> <p>Taxes Current?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Code Violations?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>
<p>2.</p> <p>Parcel ID _____</p> <p>Address _____</p> <p>City _____ Zip Code _____</p> <p>Township (if applicable) _____ Year of Rehab (if applicable) _____</p> <p>Type of Ownership (select all that apply)</p> <p> <input type="checkbox"/> Residence             <input type="checkbox"/> 2nd Residence             <input type="checkbox"/> Rental             <input type="checkbox"/> Land Contract             <input type="checkbox"/> Vacant Lot             <input type="checkbox"/> Commercial             <input type="checkbox"/> Other         </p>	<p>Office Use Only</p> <p>Taxes Current?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Code Violations?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>
<p>3.</p> <p>Parcel ID _____</p> <p>Address _____</p> <p>City _____ Zip Code _____</p> <p>Township (if applicable) _____ Year of Rehab (if applicable) _____</p> <p>Type of Ownership (select all that apply)</p> <p> <input type="checkbox"/> Residence             <input type="checkbox"/> 2nd Residence             <input type="checkbox"/> Rental             <input type="checkbox"/> Land Contract             <input type="checkbox"/> Vacant Lot             <input type="checkbox"/> Commercial             <input type="checkbox"/> Other         </p>	<p>Office Use Only</p> <p>Taxes Current?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Code Violations?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>
<p>4.</p> <p>Parcel ID _____</p> <p>Address _____</p> <p>City _____ Zip Code _____</p> <p>Township (if applicable) _____ Year of Rehab (if applicable) _____</p> <p>Type of Ownership (select all that apply)</p> <p> <input type="checkbox"/> Residence             <input type="checkbox"/> 2nd Residence             <input type="checkbox"/> Rental             <input type="checkbox"/> Land Contract             <input type="checkbox"/> Vacant Lot             <input type="checkbox"/> Commercial             <input type="checkbox"/> Other         </p>	<p>Office Use Only</p> <p>Taxes Current?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Code Violations?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>
<p>5.</p> <p>Parcel ID _____</p> <p>Address _____</p> <p>City _____ Zip Code _____</p> <p>Township (if applicable) _____ Year of Rehab (if applicable) _____</p> <p>Type of Ownership (select all that apply)</p> <p> <input type="checkbox"/> Residence             <input type="checkbox"/> 2nd Residence             <input type="checkbox"/> Rental             <input type="checkbox"/> Land Contract             <input type="checkbox"/> Vacant Lot             <input type="checkbox"/> Commercial             <input type="checkbox"/> Other         </p>	<p>Office Use Only</p> <p>Taxes Current?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Code Violations?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>



- \_\_\_\_\_ 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 property owned by applicant, or any legal entity that will have an ownership interest within the State of Michigan, must be violation free. All code violations must be resolved before the CCLBA will consider an application. If building permits are open and in process of being fulfilled, an exception may be granted. *Applicants with history of code violations are not eligible to purchase property from the CCLBA.*
- \_\_\_\_\_ 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. All materials and copies submitted with this application are complete, accurate and current as of the date of submission.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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