



*City of Hart, Michigan*

TIFA Board

**August 19, 2025, 1:00 PM**

**Hart City Hall Community Center, 407 State Street, Hart, Michigan**

## **NOTICE OF PUBLIC MEETING**

### **TIFA Agenda**

1. Call to order
2. Roll Call; B. Hegg, G. Goldberg, Tracey Lipps, Deborah Windell, S Hegg, Amy Trudell, Caleb Griffis, Maria Rosas
3. Approval of Agenda
4. Public Comment
5. Approval of July 2025 Minutes
6. Approval of July 2025 Financials
7. Action Items
  - a. Adopt Policy on Administrative Oversight and Conflicts of Interest
  - b. Authorize extension of lease between TIFA and Hart Christian Fellowship (with the same terms) through April 1, 2026
  - c. Authorize terms of Lease with Option to Purchase 408 & 412 S State Street (Sept 12 – Jan 1, 2027)
  - d. Review Ceres Development Proposals (due Aug 12<sup>th</sup>)
8. Discussion Items
  - a. Process for reinstating TIFA for 15 years in response to council's resolution
  - b. 15-year project plan discussion
  - c. TIFA Board Members
9. Public Comment
10. Member Comment
11. Adjournment - *next regular meeting September 16, 2025*



## MINUTES

**Call to Order:** Wendell called the meeting to order at 12:59 pm. Voice rollcall was then taken.

**Members Present:** Gale Goldberg, Tracey Lipps, Scott Hegg, Maria Rosas, Deborah Windell, Bill Hegg

**Members absent:** Caleb Griffis, Amy Trudell

**Others present:** Nichole Kleiner, Cindy Beth Davis Dykema, Marie Deruiter

**Approval of Agenda:** Goldberg pointed out the Agenda has the wrong month (June) and asked to add item 8.d. to consider extending the Ceres Developer Submission Deadline. Motion by S Hegg, supported by Goldberg, to approve the amended agenda. Motion carried.

**Public Comment:** Cindy Beth Davis Dykema, 408 S State St provided an update stating that council was considering a variance to allow her contractor to reside in the house while he works on restoring it in exchange for rent. Contractor has a background in historic preservation, construction, and is working with Paul Painter of color matching. Removal of the chimney on the church is necessary to bring the building into compliance with insurance requirements to plans are underway. Cindy Beth mentioned that she is working with SHPO. They would like to continue the lease with Hart Christian Fellowship. She's ready to begin renovations for a wellness center in the nursery building to instruct yoga classes with a goal of opening by October. The City of Whitehall is providing us with information on how they're able to offer tax abatements – it is her hope is that the city will abate the property taxes for 1 year while she pursues and additional 5-6 year tax abatement through OPRA to offset renovation costs and to acquire the property at the end of 2026. Cindy Beth asked if TIFA could offset cost of taxes if they cannot be abated.

Marie Deruiter introduced herself as a real estate agent interested in helping us find developers for the Ceres Solution by listing the property for us on the MLS and working with developer contacts that she has. Marie mentioned this could be setup in a way that the property gets developed in accordance with TIFA's vision by requiring a letter of intent with the purchase offer.

**Approval of June Minutes** – motion by Goldberg, supported by Rosas, to approve the minutes. Motion carried.

**Financials** – Motion by S Hegg, supported by Lipps to accept June financials. Motion carried.

## Action Items:

**Authorize Purchase & Development Agreement between TIFA and Cindy Beth Davis Dykema.** Nichole presented the Agreements. Cindy Beth added that she is pursuing a 6-year tax abatement on the property to offset the cost of development. She explained that she's ready to start renovating but is concerned about making that investment prior to owning. S Hegg added that could result in unjust title encroachment if she begins renovations prior to owning. Splane added that he is concerned that the expectation of city council to abate taxes (which is not common practice or a process currently in place) could prevent the project from proceeding. Splane asked if TIFA would consider returning taxes to Cindy Beth. Nichole suggested a lease purchase agreement which would keep the property in TIFA's name, potentially avoiding taxes giving Cindy Beth the right to begin construction, without the tax burden, and the option to purchase sooner. S Hegg supported the idea stating the Ceres lease could be modified. Motion by S Hegg to amend the Agreement

with Monarch (Cindy Beth) from Purchase Agreement to Lease Purchase Agreement to begin October of 2025 – October 2026 with the option to purchase sooner. Support from B Hegg. Motion carried.

**Discussion Items –**

- a. **City Council's Response to TIFA Streetscape Funding Conditions** – nichole shared the resolution passed by city council on July 1, 2025 agreeing to TIFA's stipulations that 1) The Main Street Market Chalet's get permanently removed from lot 1, 2) the renewed parking will become all ADA compliant, 3) TIFA is to be renewed for 15 year term so that TIFA can support downtown development.
- b. **TIFA Board Members** – tabled - S Hegg has not spoken to Mayor Klotz regarding the situation yet
- c. **Pocket Park Update** – response from City Manager: Current status at the pocket park is that the mesh screen on the drain under the park has failed. To replace the drain would require excavating the park down to the drain (basically a full gutting).

Wadel has suggested flow filling the drain, which would solve the immediate problem and wouldn't be too invasive. The next question or questions that have us stuck are based on several discussions on if we should plan for any other changes to the park design when we fix the drain.

One, the brick pavers currently need work. Brad suggested that rather than repair the pavers (for the third time), we might consider just paving the pocket park paver areas, solving a recurring issue.

Two, the fountain has required annual service, including the replacement of multiple components. If we pave the brick paver areas, this would be an ideal time to reengineer the fountain to make it better, turn it into a planter / fire feature / bench, or maybe add something for kids to interact with.

S Hegg asked if the foundation issues at Dale and Gale's got resolved – Splane said yes – right now they're looking for design/rebuild direction with the thought that they fill the drain, replace the pavers with concrete and turn the fountain into a bench or artpiece.

- d. **Ceres Development Proposal Extension Thru August 12** – motion by Goldberg, supported by Lipps. Motion carried.

**Public Comments:** None

**Communications From Members:** B Hegg shared a newspaper he had found talking about the last downtown streetscape. Lipps took the paper to read but will return it.

**Adjournment:** Motion by Tracey, supported by Goldbert to adjourn the meeting at 2:09pm. Motion carried.

Respectfully submitted Nichole Kleiner, TIFA Administrator



CITY OF HART  
TIFA ACCOUNT  
407 S STATE ST  
HART MI 49420-1259

Have a Question or Concern?

Stop by your nearest  
Huntington office or  
contact us at:

1-800-480-2001

www.huntington.com/  
businessresources

**Huntington PublicFund Business Interest Checking**

Account: -----9172

Statement Activity From:  
07/01/25 to 07/31/25

Days in Statement Period 31

Average Ledger Balance\* 60,155.18

Average Collected Balance\* 60,129.44

\* The above balances correspond to the  
service charge cycle for this account.

|                           |             |
|---------------------------|-------------|
| Beginning Balance         | \$55,573.75 |
| Credits (+)               | 17,834.89   |
| Regular Deposits          | 17,068.50   |
| Electronic Deposits       | 700.00      |
| Interest Earned           | 66.39       |
| Debits (-)                | 6,527.63    |
| Regular Checks Paid       | 6,527.63    |
| Total Service Charges (-) | 0.00        |
| Ending Balance            | \$66,881.01 |

*185,249.31 MI CLASS*  
*252,130.32 686.62 interest*

Average Percentage Yield Earned this period 1.307%

**Deposits (+)**

Account:-----9172

| Date  | Amount    | Serial #               | Type   | Date  | Amount | Serial #                | Type   |
|-------|-----------|------------------------|--------|-------|--------|-------------------------|--------|
| 07/18 | 16,802.71 | <i>tax d. separate</i> | Remote | 07/25 | 265.79 | <i>Church utilities</i> | Remote |

**Other Credits (+)**

Account:-----9172

| Date  | Amount | Description                                                    |
|-------|--------|----------------------------------------------------------------|
| 07/03 | 700.00 | BUS ONL TFR FRM CHECKING 070325 XXXXXXXX0405 <i>ceres rent</i> |
| 07/31 | 66.39  | INTEREST PAYMENT                                               |

**Checks (-)**

Account:-----9172

| Date  | Amount   | Check #                     | Date  | Amount   | Check #                     |
|-------|----------|-----------------------------|-------|----------|-----------------------------|
| 07/01 | 1,833.33 | 1237 <i>TIFA Admin June</i> | 07/18 | 470.41   | 1241 <i>Chalet signis</i>   |
| 07/03 | 144.70   | 1238 <i>Church Gas</i>      | 07/28 | 1,833.33 | 1242 <i>TIFA Admin July</i> |
| 07/14 | 2,245.86 | 1240* <i>ceres taxes</i>    |       |          |                             |

(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

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## **\*\*City of Hart Tax Increment Finance Authority (TIFA)**

### **Policy on Administrative Oversight and Conflicts of Interest\*\***

#### **Purpose**

This policy clarifies the role of City staff in administering the Tax Increment Finance Authority (TIFA) and establishes safeguards to avoid conflicts of interest in accordance with Public Act 57 of 2018 and applicable municipal ethics standards.

#### **1. Administrative Oversight**

- The TIFA Board is the governing body responsible for approving budgets, projects, plans, and expenditures.
- The City of Hart may designate a City employee to serve as the TIFA Administrator or Director in a staff capacity.
- The Administrator's role is limited to carrying out the direction of the TIFA Board, maintaining records, assisting with reporting, coordinating projects, and managing day-to-day administrative functions.

#### **2. Board Membership**

- City employees serving as Administrator shall do so in a **non-voting capacity**.
- Employees may not simultaneously serve as both the TIFA Administrator and a voting member of the TIFA Board.

#### **3. Conflicts of Interest**

- No City employee or TIFA Board member shall personally benefit, directly or indirectly, from contracts, grants, or expenditures made by the TIFA.
- Any potential conflict must be disclosed in writing to the TIFA Board and City Council, and the individual must abstain from participation in related decisions.

#### **4. Transparency and Accountability**

- The TIFA shall comply with all transparency requirements of Public Act 57 of 2018, including annual reporting, budget posting, and informational meetings.
- The Administrator shall ensure that all documents and reports are made available to the public as required by law.

**Adoption**

This policy is adopted by the City of Hart TIFA Board on August 19, 2025, and shall remain in effect unless amended by resolution.

### 3 East Main Street Proposal / Letter of Interest

1. The Mill Building
  - a. Continue using the back as a warehouse for Morningside Pallet Merchandise.
  - b. Front part use as a bin store.
  - c. Keep the “ grain room intact “
  - d. Side of building that is covered us as a flee market
2. Middle Building
  - a. Brinks Landscaping and Hydroseeding is interested in moving their business from Ludington to this location.
  - b. Melody Brinks is also interested in moving her hair salon into this location.
3. Corner Building
  - a. Hart Pizza and Hart Dairy Delight maybe interested in this location for storage in a possible cooler/freezer.
  - b. Other local businesses maybe interested in using this space as storage also.
4. Building 4
  - a. Demo this building
5. Outside space
  - a. Will let local businesses utilize the parking lot for events.
  - b. Green space, work alongside the City of Hart to plant trees creating a bike/walk pathway from Water st. to Courtland st.
6. Vacant area at corner of Washington and Water streets ( including Building 4 area ) will remain available to developers that the City of Hart would feel would be a good fit.

Mill building project would start immediately and opening when the renovations needed are complete.

Middle building project would start immediately for the Brinks to move their businesses to Hart.

Corner building will be getting estimates on refrigeration, and finding out the exact needs for the businesses.

Building 4 will work with the City of Hart looking for grants to demo this building as soon as possible.

Green space project will be coordinated with the City of Hart street scape projects.

Flee market area would be ready for next summer.

Please feel free to reach out to me if you have any questions.

Chad Gale

Morningside Pallet Merchandise

231-742-3373 cell

[galechad@aol.com](mailto:galechad@aol.com)

[morningsidepalletmechandise@yahoo.com](mailto:morningsidepalletmechandise@yahoo.com)

## Proposal for Ceres Property

Hart, MI 49420

7/17/25

To Whom It Concerns:

As we look to transition our property at 112 E. Main St. Hart, MI to a venue, parking will become a need to accommodate larger groups in downtown Hart. S. Hegg Real Estate, LLC is proposing to purchase the Ceres property located at 3 E Main Street currently owned by TIFA. Our vision is to turn a portion of the property into parking, a portion of the property into duplexes/townhomes along Water Street and Washington Street, and to maintain the old mill building for retail/storage.

S. Hegg Real Estate, LLC is making an offer of \$30,000 for the property with no contingencies; however, we would also require there to be no contingencies on the execution of our vision for the project. We would like to explore the incentives available as detailed on the development opportunity page of the [takemetohart.org](http://takemetohart.org) website.

Because rental options in Hart are limited and most are at capacity, our vision is to have a mix of duplexes and townhomes that could be sold or rented. The designs will be conducive with the surrounding neighborhood design and character. Because the venue clients will bring young people to town, having housing options may attract some of them to stay and start families.

As third and fourth generation business owners in downtown Hart, we care about the city and its future. We gave a larger developer time to take on a large-scale development as proposed in the Redevelopment Ready plan TIFA had done for the property. However, if this is not coming to fruition, we would like to throw our hats in the ring to keep the property locally-owned. Our vision is similar to phase 1 of the predevelopment plan and could also incorporate green space but maintains the old mill building in its current use and adds much-needed parking for our new venue venture. We have successfully renovated three large commercial buildings, including our historic building in downtown Hart, a historic building in downtown Ludington, and a 90,000 square foot building on US31 in Holland. We are currently renovating a second historic building in downtown Ludington, as well as preparing to renovate our building adjacent to the Ceres property for a venue. We have the experience and fortitude necessary to take on this project and the fiscal capacity to do what is necessary over time.

Thank-you in advance for your consideration,

Scott and Stacie Hegg

S. Hegg Real Estate, LLC

# **LEASE AGREEMENT WITH OPTION TO PURCHASE**

This Lease Agreement with Option to Purchase (this “Agreement”) is made as of August 19, 2025, by and between City of Hart Tax Increment Finance Authority (“Landlord” or “Hart TIFA”), and Cindy Beth Davis-Dykema (“Tenant”).

## **1. Premises; Property**

Landlord leases to Tenant, and Tenant leases from Landlord, the one-story “nursery” building located at 408 & 412 S State Street, Hart, Michigan 49420 (the “Premises”), together with all improvements thereon and appurtenances, expressly excluding the adjacent church/sanctuary building on the same parcel. The Premises’ legal description is attached as Exhibit A and incorporated here by reference.

## **2. Term; Possession Term; Possession**

2.1 Term. The term of this Lease begins on September 12, 2025 and continues through January 1, 2027, unless terminated earlier in accordance with this Agreement.

2.2 Possession. Possession shall be delivered in its AS-IS condition on the Commencement Date, subject to all applicable laws, recorded easements, and matters of record.

## **3. Rent; Payments**

3.1 Base Rent. Tenant shall pay monthly base rent of \$1.00 ("Base Rent"), due in advance on the 1st day of each calendar month during the Term, beginning on the Commencement Date. If the Commencement Date is not the first day of a month, the first month’s Base Rent shall be prorated.

3.2 Additional Rent. All amounts other than Base Rent that Tenant is obligated to pay pursuant to this Agreement constitute “Additional Rent,” including without limitation all utility and service charges referenced in Section 6. Base Rent and Additional Rent are collectively referred to as “Rent.”

3.3 Late Charge/Interest. Any Rent not received within 5 days after the due date shall accrue a late charge of 5% of the overdue amount plus interest at the lesser of 1.0% per month or the maximum rate allowed by law.

## **4. Security Deposit**

Waived. No security deposit is required for this Lease.

## **5. Use; Compliance**

5.1 Permitted Use. Wellness studio, commercial space, retail, and related lawful purposes.

5.2 Compliance. Tenant shall, at Tenant’s expense, comply with all laws, ordinances, orders, and regulations applicable to the Premises and Tenant’s use.

5.3 Additional Use Rights. Tenant shall have the express right to use the existing shed on the Property for storage. Tenant’s use of the Property may also include the allowance of public parking alongside the parsonage building or behind the church building, provided such parking is used in conjunction with Tenant’s operation of the yoga/wellness studio.

## **6. Utilities; Services**

Landlord shall keep all utility accounts in Landlord's name. Tenant shall reimburse Landlord for all charges for electricity, gas, water/sewer, trash, internet/telecom, and any other services serving the Premises within ten (10) days after invoice.

## **7. Maintenance; Repairs; Alterations**

7.1 Tenant Responsibilities (Full Maintenance). Tenant shall, at Tenant's sole cost, maintain, repair, and replace as needed the entire Premises including the roof, structure, exterior, interior, and all building systems (mechanical/electrical/plumbing) serving the Premises, fixtures, doors, windows, and surfaces, in good order and repair.

7.2 Alterations; Improvements. Tenant shall not make any alterations, additions, or improvements (structural or non-structural) without Landlord's prior written consent, which may be conditioned on plans/specifications and compliance with applicable law. All planned improvements must be first authorized in writing by Hart TIFA and, if permanently affixed, shall become Landlord's property and remain with the Premises at expiration or earlier termination unless Landlord directs otherwise in writing.

## **8. Taxes; Assessments; Operating Expenses**

Real Estate Taxes. Landlord (Hart TIFA) shall pay all real estate taxes and assessments levied against the Premises during the Term.

Insurance & Operating Expenses. Tenant shall (a) maintain and pay for the insurance required under Section 9; and (b) pay all utilities and other operating expenses relating to Tenant's use and occupancy.

## **9. Insurance; Indemnity**

9.1 Tenant Insurance. Tenant shall maintain at all times: (a) Commercial General Liability with limits not less than \$1,000,000 per occurrence / \$2,000,000 aggregate, naming Landlord as additional insured; (b) Property/contents insurance for Tenant's personal property and improvements on a replacement cost basis; and (c) Workers' Compensation as required by law. Certificates shall be provided prior to occupancy and upon renewal.

9.2 Indemnity. Tenant shall indemnify, defend, and hold Landlord harmless from claims, damages, and expenses arising from Tenant's use or occupancy, except to the extent caused by Landlord's gross negligence or willful misconduct.

## **10. Assignment; Subletting**

Tenant shall not assign this Lease or sublet all or any part of the Premises without Landlord's prior written consent (which shall not be unreasonably withheld).

## **11. Entry; Quiet Enjoyment**

Landlord may enter upon reasonable notice to inspect, make repairs, or show the Premises, provided Landlord's entry does not unreasonably interfere with Tenant's use. So long as Tenant is not in default, Tenant shall have quiet enjoyment of the Premises.

## **OPTION TO PURCHASE**

### **12. Grant of Option**

12.1 Option. Landlord grants Tenant an exclusive option to purchase all of the real property located at 408 S State Street and 412 S State Street, Hart, Michigan 49420, as more particularly described in Exhibit A (collectively, the "Property") on the terms set forth herein. The Option is personal to Tenant and may not be assigned except to an entity controlled by Tenant with Landlord's written consent.

12.2 Option Period. The Option may be exercised at any time from the Effective Date through 5:00 p.m. Eastern Time on January 1, 2027 (the "Option Period"). The Option automatically terminates if not timely exercised or upon earlier termination of this Lease due to Tenant's uncured default.

12.3 Option Consideration. Waived. No separate option fee is required; the mutual promises herein are sufficient consideration.

### **13. Purchase Price; Rent Credit**

13.1 Purchase Price. The purchase price shall be a fixed amount of One Dollar (US \$1.00), plus all Closing costs allocable to the buyer as provided herein (the "Purchase Price").

13.2 Rent Credit. None. No portion of Rent paid under this Lease shall be credited toward the Purchase Price.

### **14. Exercise; Purchase Agreement; Closing**

14.1 Exercise. Tenant shall exercise the Option by delivering written notice ("Exercise Notice") to Landlord within the Option Period.

14.2 Form Purchase Agreement. Within 10 days after Exercise Notice, the parties shall execute the Purchase Agreement attached as Exhibit E (pre-agreed form) reflecting the terms herein. If the parties fail to execute Exhibit E for reasons other than Landlord's default, the Option shall be deemed withdrawn and any earnest money handled per Exhibit E.

14.3 Title; Survey; Due Diligence. Landlord shall convey marketable title by Warranty Deed at Closing, which shall reference and be subject to a Development Agreement recorded at or before Closing that, among other matters, prohibits Tenant (and any successor) from transferring, conveying, or otherwise assigning fee title to the Property for a period of five (5) years after Closing without Hart TIFA's prior written consent. Tenant shall have 30 days for due diligence, including title review, survey, inspections, and financing.

14.4 Closing. Closing shall occur within 45 days following expiration of due diligence (or such other time as mutually agreed). Closing Costs: Tenant shall pay all customary buyer's closing costs, including recording fees and any applicable transfer taxes; Landlord shall pay its own attorneys' fees and the cost to deliver deed and cure title defects.

14.5 Risk of Loss. Risk of loss remains with Landlord until Closing; if a material casualty occurs, Tenant may terminate or proceed with an agreed abatement.

## **15. Notices**

All notices shall be in writing and delivered by personal delivery, certified mail (return receipt), or nationally recognized overnight courier to the following addresses (or such other addresses as either party may designate by notice):

- Landlord (Hart TIFA): 407 S State St, Hart, MI 49420; Attn: Nichole Kleiner, TIFA Administrator; Email: [nkleiner@cityofhart.org](mailto:nkleiner@cityofhart.org)
- Tenant (Cindy Beth Davis-Dykema): 2776 W Tyler, Hart, MI 49420; Email: [themonarchinhart@gmail.com](mailto:themonarchinhart@gmail.com)

## **16. Miscellaneous**

16.1 Governing Law. State of Michigan.

16.2 Entire Agreement; Amendments. This Agreement is the entire agreement between the parties and may be amended only by a written instrument signed by both parties.

16.3 Severability; Waiver. If any provision is invalid, the remainder remains enforceable. No waiver is effective unless in writing.

16.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signatures.

## **17. Signatures**

LANDLORD: City of Hart Tax Increment Finance Authority (Hart TIFA)

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT: Cindy Beth Davis-Dykema

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A – Legal Description**

To be attached and incorporated.

## **Exhibit B – Insurance Requirements (Minimums)**

- CGL: \$1,000,000 per occurrence / \$2,000,000 aggregate; Additional insured: City of Hart TIFA.
- Property/Contents: Replacement cost covering Tenant's property and improvements.
- Workers' Compensation: Statutory limits; Employer's Liability \$500,000.

## **Exhibit C – Form of Option Exercise Notice**

Date: August 19, 2025

To: City of Hart Tax Increment Finance Authority (Hart TIFA)

Address: 407 S State St, Hart, MI 49420

Attn: Nichole Kleiner, TIFA Administrator

### **Re: Exercise of Option to Purchase – 408 & 412 S State Street, Hart, MI 49420**

Pursuant to Section 12 of the Lease Agreement with Option to Purchase dated August 19, 2025 (the "Lease"), the undersigned Tenant hereby exercises the Option to purchase the Property commonly known as 408 & 412 S State Street, Hart, MI 49420 (as more particularly described in Exhibit A of the Lease). Tenant will cooperate to execute the Purchase Agreement in the form attached to the Lease as Exhibit E within ten (10) days.

Please acknowledge receipt of this notice.

Tenant: Cindy Beth Davis-Dykema

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit E – Form Purchase Agreement**

### **PURCHASE AGREEMENT (Short Form – Attached to Lease with Option to Purchase)**

This Purchase Agreement (the "Agreement") is entered into upon Tenant's timely exercise of the Option under that certain Lease Agreement with Option to Purchase dated August 19, 2025 (the "Lease"), by and between City of Hart Tax Increment Finance Authority ("Seller") and Cindy Beth Davis-Dykema or a Tenant-controlled, TIFA-approved entity ("Buyer") for the purchase of the real property commonly known as 408 & 412 S State Street, Hart, MI 49420 (the "Property").

1. Purchase Price. \$1.00 (One Dollar), plus all buyer's Closing costs.

2. [Earnest Money - Intentionally Omitted.]

3. Deed; Title. Seller shall convey marketable title by Warranty Deed. The deed shall reference and be subject to a Development Agreement recorded at or before Closing imposing a five (5) year restriction against transfer, conveyance, or assignment of fee title without Seller's prior written consent. Title shall

otherwise be subject only to: (a) real property taxes not yet due and payable; (b) building and zoning laws; (c) easements and restrictions of record not materially interfering with Buyer's permitted use.

4. Closing. Closing shall occur within forty-five (45) days after expiration of Buyer's due diligence period, at Oceana Land Title, or remotely by exchange of documents.

5. Prorations; Closing Costs. Real estate taxes and utilities shall be prorated as of the Closing date. Buyer pays all buyer's customary costs, recording fees, and transfer taxes (if any). Seller pays its attorneys' fees and the cost of deed preparation.

6. Due Diligence. Buyer shall have thirty (30) days from full execution of this Agreement to conduct due diligence, including title review, survey, inspections, and financing. If Buyer terminates within the period, the Option remains in effect until its expiration under the Lease.

7. Representations. Seller makes no representations or warranties other than as expressly stated herein; Property sold AS-IS, WHERE-IS, subject to the Development Agreement.

8. Default. If Buyer defaults after all contingencies are satisfied or waived, Seller may pursue any remedies available at law or in equity, including specific performance. If Seller defaults, Buyer may seek specific performance and/or other remedies available at law or in equity.

9. Miscellaneous. Michigan law governs. Electronic signatures permitted. This Agreement is the entire agreement regarding the purchase and may be amended only in a signed writing.

SELLER: City of Hart Tax Increment Finance Authority (Hart TIFA)

By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

BUYER: Cindy Beth Davis-Dykema or approved assignee

By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

## LEASE EXTENSION AGREEMENT

This Lease Extension Agreement (“Extension”) is entered into on August 19, 2025, by and between City of Hart Tax Increment Finance Authority (“Lessor”) and Rob Hambright, Hart Christian Fellowship (“Lessee”).

**1. Premises.** The premises are the same as described in the original Lease dated October 16, 2024, located at 408 S State Street, Hart, MI 49420.

**2. Initial Term Reference.** The initial term of the original Lease was one (1) year, commencing on October 16, 2024 (the “Commencement Date”) and terminating on October 16, 2025, unless earlier terminated as set forth in the original Lease.

**3. Extension Term & Early Renewal.** The parties agree to renew and extend the Lease early, with the extended term commencing on September 1, 2025 and expiring on April 1, 2026. This Extension supersedes the original lease expiration date of October 16, 2025, such that there is no gap or overlap in tenancy.

**4. Rent & Utilities.** Rent shall remain \$1.00 per month, payable in accordance with the original Lease. Utilities shall be billed in accordance with the allocation described in the original Lease.

**5. Other Terms.** All other terms, conditions, covenants, and provisions of the Lease dated October 16, 2024 shall remain unchanged and in full force and effect during the extended term.

**6. Counterparts.** This Extension may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Extension as of the date first written above.

Lessor:

Nichole Kleiner, City of Hart Tax Increment Finance Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

Lessee:

Rob Hambright, Hart Christian Fellowship

By: \_\_\_\_\_

Its: \_\_\_\_\_