



OWOSSO HISTORICAL COMMISSION

MEETING AGENDA

June 11, 2024, at 6:00 pm at Owosso City Hall

Call to order:

Roll Call

Present:

Absent:

Agenda and Minutes:

Motion to approve April 8, 2024 minutes

Motion to approve May 13, 2024 minutes

Motion to approve June 11, 2024 agenda

Agenda Items

1. Gould House Offers
2. Home Tour Updates
3. Grant Projects

Financial Review and Discussion:

Financial Activity and Cash Balance Report – A. Fuller

Castle Report – D. Grace

Public Comment Period

Commissioner Comments

Next Meeting: Monday, July 8, 2024

Adjourn



Regular Meeting of the Owosso Historical Commission

Minutes of April 8, 2024 – 6:00 P.M. at Owosso City Hall

PRESIDING OFFICER: Chair Mark Erickson

MEMBERS PRESENT: Vice Chair Adams, Commissioners Elaine Greenway, Susan Osika, Bill Moull and Robert Hooper

MEMBERS ABSENT: Lance Little

OTHERS PRESENT: Amy Fuller, Assistant City Manager

CHAIR ERICKSON CALLED THE MEETING TO ORDER AT 6:00 P.M.

APPROVE MINUTES – MARCH 26, 2024

Motion by Commissioner Hooper to approve the minutes as presented, supported by Commissioner Greenway.

Approved by Voice Vote

APPROVE MINUTES – FEBRUARY 27, 2024

Motion by Commissioner Moull to approve the minutes as presented, supported by Commissioner Osika.

Approved by Voice Vote

APPROVE AGENDA – APRIL 8, 2024

Motion by Commissioner Greenway to approve the agenda as presented. Supported by Hooper.

Approved by Voice Vote

OLD BUSINESS REPORT

Amy Fuller reported that she is collecting boiler quotes for the Castle and that the Castle would be open as weather allows until a new boiler can be installed. She reported that cleaners have been hired to wash the exterior of the Castle as well as the interior and exterior of the windows. She also reported that interviews were completed for the Castle Docent position and HR would be offering the position to someone soon.

ITEMS OF BUSINESS

Fiscal Year 2024-2025 Budget Review: Amy Fuller reviewed the draft budget and answered questions from Commissioners. She explained that the budget would need to be amended following the sale of the Gould House.

Home Tour Updates: Sue Osika provided an update on plans for the Home Tour taking place on September 21, 2024. The Committee is pleased with the progress, they have great homes signed up and have started getting sponsors. They will start home visits in May and will start ticket sales following that.

Carriage and Sleigh loan to DeVries Nature Conservancy: There was discussion on loaning the carriage and sleigh to DeVries. MOTION BY COMMISSIONER HOOPER TO LOAN THE CARRIAGE AND SLEIGH TO DEVRIES WHICH SHALL BE RETURNED EITHER TEMPORARILY OR PERMANETLY TO THE COMMISSION AT THE COMMISSION'S REQUEST AND AUTHORIZED STAFF TO ARRANGE FOR TRANSPORTATION. SUPPORTED BY MOULL. PASSED BY VOICE VOTE.

FINANCIAL REVIEW AND DISCUSSION:

Amy Fuller reviewed the end of year report from the Commission's fund at the Shiawassee Community Foundation, the Commission's current revenue and expense report and an overview of the last several year's end of year financial numbers.

PUBLIC COMMENT PERIOD

None.

COMMISSIONER COMMENTS

None.

NEXT MEETING: Monday, May 13, 2024

ADJOURNMENT

Hooper moved to adjourn the meeting. Adams supported. The voice vote was unanimous to adjourn the meeting at 6:50 P.M.

Respectfully submitted by:
Amy Fuller, Assistant City Manager



Regular Meeting of the Owosso Historical Commission

Minutes of May 13, 2024 – 6:00 P.M. at Owosso City Hall

PRESIDING OFFICER: Chair Mark Erickson

MEMBERS PRESENT: Vice Chair Adams, Commissioners Elaine Greenway, Lance Little, Susan Osika, Bill Moull and Robert Hooper

MEMBERS ABSENT: None

OTHERS PRESENT: Amy Fuller, Lucy Ham, Mayor Teich, and Denice Grace

CHAIR ERICKSON CALLED THE MEETING TO ORDER AT 6:00 P.M.

APPROVE MINUTES – APRIL 16, 2024

Motion by Commissioner Little to approve the minutes as presented, supported by Commissioner Hooper.

Approved by Voice Vote

APPROVE AGENDA – MAY 13, 2024

Motion by Commissioner Little to approve the agenda as presented, supported by Commissioner Hooper.

Approved by Voice Vote

OLD BUSINESS REPORT

Amy Fuller reported that the Castle boiler had been replaced, a company is coming May 14 to wash the exterior of the Castle, the new Castle Docent started this month, Rebecca McClear's items have been returned to her, and the carriage and sleigh are at the museum at DeVries.

ITEMS OF BUSINESS

Gould House Offers: Amy Fuller shared that there are two new offers to consider. The first, from Guy E. Stewart IV for \$240,000 which includes an escalation clause that increases the offer in \$1,000 increments with proof of a competing offer. Mr. Stewart indicated via his real estate agent that he intends to use the house as a rental property. The second offer is a revised offer from Sean Harrington, increasing his offer to \$250,000 along with an offer of in-kind services to the city. Amy Fuller told Commissioners the in-kind services are a nice gesture but could not be considered as a formal part of the offer. Amy Fuller also suggested moving the next commission

meeting to June 11 or 12, when the next 21 day period ends to review any future offers and to make this meeting the final time the commission considers any offers on the Gould House.

Motion by Commissioner Little to move the June 10th regular meeting of the Historical Commission to June 11, at 6:00 p.m. at Owosso City Hall and to add final consideration of any future Gould House offers to the agenda. Supported by Commissioner Hooper. Passed by voice vote.

There was additional discussion on the offers for the Gould House. Several Commissioners stated that they thought there was a better chance the home would be restored and taken care of if it was a single family home instead being used as a rental property. They also discussed that they liked that the Harrington's seem dedicated to being part of the community.

Motion by Commissioner Osika to accept the revised offer from Sean Harrington for \$250,000 on the Amos Gould House. Supported by Commissioner Moull. Passed by voice vote.

Home Tour Updates: Commissioner Osika asked the Commission to volunteer on Sept. 21 for the Home Tour.

Purchase New Computer for Castle: Amy Fuller explained that the Castle laptop was estimated to be six years old and was in poor condition. She suggested purchasing a new laptop for \$1,400 via the city IT department during the 2024-25 fiscal year. Motion by Commissioner Hooper to authorize staff to purchase a computer, supported by Commissioner Greenway. Passed by voice vote.

FINANCIAL REVIEW AND DISCUSSION:

Amy Fuller reported that the unbudgeted boiler expense will cause the Commission to dig into their fund balance this fiscal year but that the fund balance was healthy and could handle the expense.

Denice Grace reported that the Castle had its second best April, even after being closed for a week due to the boiler breaking.

PUBLIC COMMENT PERIOD

None.

COMMISSIONER COMMENTS

None.

NEXT MEETING: Tuesday, June 11, 2024

ADJOURNMENT

Commissioner Little moved to adjourn the meeting. Commissioner Hooper supported. The voice vote was unanimous to adjourn the meeting at 6:34 P.M.

Respectfully submitted by:
Amy Fuller, Assistant City Manager



5/20/24

E Mail amy.fuller@
ci.owosso.mi.us

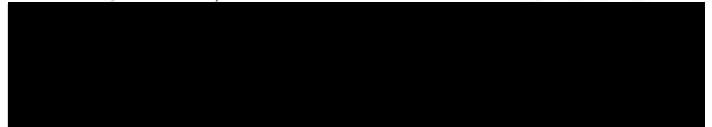
Call 989.494-7041

Amy Fuller;

Here is a new increased offer
from Guy Stuart.

Let me know you received
this.

Thank You,
Lucy Ham





**GREATER SHIAWASSEE ASSOCIATION OF REALTORS®
BUY AND SELL AGREEMENT**



THIS IS A LEGAL BINDING CONTRACT; IF NOT UNDERSTOOD PLEASE SEEK ADVICE.

SELLING OFFICE Home Field Michigan Real Estate 989-725-5088

SELLING BROKER _____ **TELEPHONE** _____ **FAX** _____

LISTING OFFICE Ham Group Realty 810-659-6569

LISTING BROKER _____ **TELEPHONE** _____ **FAX** _____

1) On this Date 05/16/24, **BUYER(S)** Guy Edward Stuart IV and _____
(Print name as you wish to appear on final documents)

Spouse Other hereinafter called the Buyer hereby offers to buy from seller the following property located in the City/Twp. of Owosso, County of Shiawassee, Michigan, commonly known as 515 N Washington Street St. Ave. Rd. Property is on private road, Yes No.

Tax Roll # 050-470-033-001 Legal Attached Supplied later.

Purchase is subject to any existing building and use restrictions, zoning ordinances and easements, if any, and therefore pay the sum of: Two Hundred Fifty Thousand Dollars

(\$ 250,000.00)

2) **AGENCY AGREEMENT** – The Buyer(s) has reviewed, signed and is in receipt of the Agency Disclosure Form. Buyer acknowledges that the Selling Broker has the agency status indicated below. Buyer acknowledges that they are not party to a Exclusive Buyers Agency Agreement with any other real estate Broker. GES **Buyers Initials**

Seller's Agent Buyer's Agent Transaction Coordinator Dual Agent
Designated Seller's Agent Designated Buyer's Agent None of the above

Designated Agency relationships are contractual and buyer acknowledges signing proper contracts creating a designated agency relationship, if applicable.

3) **METHOD OF PAYMENT:** *All monies will be paid by certified check, cashiers check, or money order. The sale will be completed by the following method:*

CASH. Buyer will pay the sales price in full upon Seller's delivery of a warranty deed conveying marketable title. **Buyer shall deliver evidence of available funds on or before** 05/16/24.

NEW MORTGAGE. This contract is contingent on Buyer's ability to obtain a _____ mortgage loan in the amount of _____ % of price. Buyer will apply for the loan within _____ business days after Seller's acceptance. If buyer fails to deliver to Seller evidence of the loan approval on or before _____, Seller may cancel this contract. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title. **TIME IS OF THE ESSENCE!** Any change in type of financing during the course of this transaction must be agreed upon in writing by all parties.

LAND CONTRACT. *See Attached Addendum.*

4) **INCLUDED IN SALE:** All improvements and appurtenances are included in the purchase price, **unless rented**, including any of the following items which are in or on subject property: GAS, OIL and MINERAL RIGHTS OWNED BY SELLER (s); all buildings; plumbing, heating, and electrical fixtures; air conditioning equipment (window units excluded); incinerator; ceiling fan(s); built-in appliances; water softener; all drinking water and filter systems; water pumps and pressure tanks; sump pump and all back-up systems; laundry tubs; radio and television antennas and any mechanical controls; shades, shutters, window blinds and curtain and drapery rods; attached floor coverings; all fireplace doors, grates, and screen; garage door opener and controls; screens, storm windows and doors; all awnings; landscaping; all plants; fences; mailboxes; fuel in tank at time of possession, fuel tank, attached outdoor play equipment; satellite dish and controls; all attached mirrors and bathrooms mirrors; timers; security and fire systems; pool and equipment; attached work benches; all attached shelving; underground sprinkling system; attached basketball hoop, back-board and pole; custom made items which are affixed by nail, screw or adhesive.

EXCEPTIONS/ADDITIONS: _____

5) **THE BUYER'S OBLIGATION** to consummate this transaction

is not contingent upon the sale or closing of another home.

is contingent upon the sale and **closing** of the property located at _____

See Attached Addendum regarding sales contingency. Said property is currently is not currently pending.

Seller Initials

GES

Buyer Initials

- 6) **INSPECTIONS:** It is recommended by Broker that Buyer select a licensed contractor and/or inspector to inspect and investigate the premises, as well as to conduct tests for possible environmental hazards. Buyer elects the following (check one).
- Buyer will not obtain an inspection, and hereby agrees to accept the premises in its present: "AS IS" condition.
 - Buyer will obtain an inspection of the premises, at Buyer's expense, and shall, if not satisfied with the results of the inspection declare this offer null and void, in writing, within _____ calendar days of final acceptance date. If Buyer fails to terminate this agreement in the manner provided above, then it will be deemed that the Buyer accepts the premises in its present "AS IS" condition and will proceed to closing.

SELLER AGREES to comply with Shiawassee County Point of Sale well/septic inspection ordinance, if applicable, and to pay all costs necessary to provide Health Department Conformance Letter and inspection report to Buyer.

Applicable Not Applicable

Well/septic inspections or **recommendations** not required by County ordinance will be at Buyer's choice and expense. Any inspection required for Buyers financing shall be at Buyers expense.

7) **TAXES:** Seller agrees to pay all taxes and fees billed prior to closing date. Buyer acknowledges that they are responsible for all real estate tax bills due after date of closing. **Method of prorating taxes does not necessarily represent the billing period of the taxing authority. Both Buyer and Seller understand and agree** that at time of closing these taxes will be:

- Not Prorated: Buyer agrees to pay all taxes billed on or after day of closing.
- Prorated: The immediately previous December and July tax bills (if any) having been paid by the Seller, will be prorated to the date of closing **as if paid in advance** for the current year of December 1st through November 30th and July 1st through June 30th respectively.
- July and December taxes to be combined and prorated in ARREARS, with Seller being charged from January 1st, to closing date, less July tax amount if paid by Seller.
- Other:

Village taxes, if any, to be prorated in advance arrears

8) **SPECIAL ASSESSMENTS:**

- Seller will pay all special assessments billed prior to closing date and all current deferred special assessments.
- Buyer will assume or pay off special assessments.

9) **SALE TO BE CLOSED** no later than 07/15/24 unless mutually agreed to extend. Closing shall be coordinated by listing broker. **TIME IS OF THE ESSENCE.** Buyer will pay for recording fees for all recordable documents, title company closing fee if mortgage sale (except VA); mortgage closing costs required by lender, all inspections other than Shiawassee County Point of Sale Inspection.

Buyer shall pay for stake survey/recertification mortgage report survey Buyer requires no survey

Seller will pay for an owner's policy of title insurance in the amount of the sale price; all cost required to comply with Shiawassee County Point of Sale ordinance, all cost required to convey clear title, title company closing fee if closing a cash, purchase money mortgage, land contract transaction or VA mortgage; state, county transfer tax on deed, land contract, and/or other security instruments and documents to convey clear title.

10) **POSSESSION TO BE DELIVERED:**

- To the Buyer at closing.
- Seller shall have the privilege to occupy the property for a period of _____ days from the date of closing to terminate at 12:00 noon on the final day. From the date of closing through the date of vacating, Seller shall pay to buyer an occupancy fee of \$ _____ per day to be collected in advance from sellers proceeds at closing and deposited in either Listing Broker trust account or Listing Broker designated title company escrow, which will be paid to buyer upon seller vacating with any amount for unused days reimbursed to seller.
- Buyer may do a walk through 24 hours prior to closing.

IF TENANTS OCCUPY THE PROPERTY, THEN:

- Seller will vacate the tenants before closing.
- Buyer will assume responsibility for tenant's rights. All rent monies, as prorated, all security deposits, leases and inventory check sheets, if any, will be transferred to the Buyer from the Seller at the time of Closing.

_____ Seller Initials



_____ Buyer Initials

11) **SELLER IS RESPONSIBLE** for fire and extended coverage insurance until sale is closed and is liable to Buyer for any utility bills and any damage caused to the property after closing and before vacating. Seller confirms by signing this agreement that property and improvements will be in comparable condition upon possession, natural wear excepted. **The property will be left free and clear of all trash and personal property not included in this contract.** Broker shall hold \$100.00 from the sellers' proceeds at closing to cover the final water bill. Said funds shall be held by either Listing Broker trust account or Listing Broker designated title company escrow, which will pay the final water bill and reimburse the remainder to the seller.

12) **BUYER AGREES** that Buyer is not relying on any representation made by the Seller or any real estate salesperson (whether made intentionally or negligently) regarding the condition of the property or any aspect of this sale transaction, except as may be expressly set forth in this agreement, a written addendum to this agreement, or a disclosure statement signed separate by the Seller. Accordingly, Buyer agrees to accept premises "AS IS" and "WITH ALL FAULTS" (whether obvious or concealed) except as otherwise provided in the documents specified in the preceding sentence. The closing of this sale shall constitute acknowledgement by the buyer that the buyer has had the opportunity to retain a professional to inspect the property and that the condition of the property is acceptable to the buyer.

13) **SELLERS DISCLOSURE:**

- Buyer acknowledges that a Seller Disclosure Statement has been provided to buyer.
- Seller shall provide Buyer with a Seller Disclosure Statement no later than Seller's response to this offer. Buyer shall have 72 hours from receipt to withdraw their offer based on the Sellers Disclosure Statement.
- Property is exempt from the Sellers Disclosure Act.

14) **LEAD-BASED PAINT DISCLOSURE/INSPECTION:**(For residential housing built prior to 1978.) Buyer acknowledges that prior to signing the Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Form completed by the Seller on 02/20/24 the terms of which are incorporated herein by reference.

- Buyer shall have a _____ day opportunity after date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.
- Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

15) **LAND DIVISION ACT** (For unplatted only) see attached addendum

16) **EARNEST MONEY**, Buyer herewith deposits \$ 5,000.00 showing Buyer's good faith; which will be deposited with ATA National Title Group in escrow or in the trust account of Home Field Michigan Real Estate (Broker) and to apply as part of the purchase price. If the Buyer defaults, Seller may demand the deposit and pursue legal remedies. If the Seller defaults, Buyer may demand refund of the deposit and pursue legal remedies. In the event of a dispute the Broker holding the deposit shall notify Buyer and Seller in writing of Broker's intended disposition of the deposit. If the parties do not object to such disposition within thirty (30) days after the date of Broker's notice, they shall be deemed to have agreed to the Broker's proposed disposition. If a party objects and no mutual agreement can be negotiated, Broker may deposit the funds by interpleader with court of proper jurisdiction or wait for further action by the parties.

17) **ATTORNEY RECOMMENDED:** This is a legal, binding contract. Broker recommends to all parties that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been satisfied. This contract binds Buyer, Seller, their personal representatives and heirs, and any one succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.

18) **FACSIMILE AGREEMENT:** The Buyer(s) and the Seller(s) agree that an electronic transfer/facsimile of any original document shall have the same effect as an original. Any signature required on an original shall be completed when a facsimile copy has been signed. The parties agree that originally signed facsimile copies of documents shall be appended to the originals thereof, and given full effect as if an original.

19) **CIVIL RIGHTS:** It is agreed by the Agent, Broker and Seller or Lessor, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, family status, marital status, height or weight by said parties in respect to the sale or lease of the subject property is PROHIBITED.

_____ Seller Initials

GES

_____ Buyer Initials

20) **ARBITRATION:** Any claim of Seller or Buyer arising out of the agreement relating to the disposition of the earnest money deposit or the physical condition of any property covered by this agreement, shall be arbitrated in accordance with the rules, then in effect, adopted by the CAS and Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitration, MCL 600.5001, as amended, and the applicable court rules, MCR 3.602, as amended. The terms of this provision shall survive the closing.

Buyer's accept arbitration _____ (Initials) Buyer's waive arbitration _____ (Initials)

21) **OTHER PROVISIONS:**

This offer includes an escalation clause. Buyer will pay \$1000 over the best competing bet offer up to a max sales price of \$275,000. Seller to provide proof of competing offer that causes escalation of this offer.

This offer supersedes purchasers previous offer dated 05/05/2024.

See Attached Addendum

See Addendum L - Deed Restrictions

22) Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to the Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.

23) **ACKNOWLEDGEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are not other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understanding or representations made by the parties or their agents. Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer. Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) or Buyers Agent of Seller(s) response. If notice of response of this offer by the Seller(s) is not given by (Date) 05/31/24 at 11 AM / PM, this offer will expire and be of no further force and effect.

Guy Edward Stuart IV

BUYER Guy Edward Stuart IV BUYER
Received from above named Buyer, Deposit monies in the form of cashiers check by Patricia Heslip
Agent/Broker

24) **THE ABOVE AGREEMENT:** Written on 05/09/24 From Guy Edward Stuart IV
Buyer's name
Property located at 515 N Washington Street Owosso MI 48867

SELLER'S ACCEPTANCE OR COUNTER OFFER is:

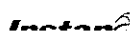
Accepted as written Rejected Seller's counteroffer

see addendum (s) attached hereto

25) **The Seller agrees to pay** the Listing Broker, the brokerage fee specified in a sales agency contract or other agreement between them. Seller agrees that the Brokerage fee may be shared by the Listing Broker with any cooperating Broker who participates in the sale, in such amount as the Listing Broker decides, without further disclosure to or consent from Seller.
EXCEPTIONS: _____

26) **SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE THE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR VENDOR OR REQUIRED BY LAW OR REGULATION.**

_____ Seller Initials GES Buyer Initials



27) ARBITRATION:

Seller agrees to arbitrate as indicated in paragraph # 19 _____ seller's initials

Seller waives arbitration _____ seller's initials

28) ACKNOWLEDGEMENT:

Seller hereby acknowledges receipt of a copy of this agreement on (Date) _____, _____ AM _____ PM

In the event of this offer being accepted as written as indicated above this date shall be the "final acceptance date."

SELLER ADDRESS PHONE#

SELLER ADDRESS PHONE#

29) BUYER'S RECEIPT/RESPONSE:

RECEIPT is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

ACCEPTS SELLER'S counter offer. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

REJECTS

(Date) _____ AM _____ PM

In the event that the buyer has accepted Sellers counter offer as indicated above, this shall be the final acceptance date, otherwise the date of the sellers acceptance on page 4 will be the final acceptance date.

BUYER Guy Edward Stuart IV ADDRESS PHONE#

BUYER ADDRESS PHONE#

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_____ Seller Initials

_____ Buyer Initials



Guy Stuart IV



Dear Owosso Historical Commission Members

I hope this letter finds you well. I am writing this letter for a few reasons. I would like to apologize for not writing this letter sooner. I want to explain to you who I am and my history. Next, I would like to tell you why I wish to purchase the historic Amos Gould House and what I would like to do with it.

When I initially heard that the City of Owosso was selling the Amos Gould House, I did not put in an offer because my sister Therese Geiger and her husband Christien Geiger were interested in purchasing the house to live in and I did not want to get in their way. However, once they realized it would not work for them I decided I wanted to put in an offer. I contacted a realtor and specifically asked if I needed to attend any meetings or do anything outside of my offer and I was told I did not need to. I went against my better judgment and left it with just my offer. For that, I would like to apologize.

My name is Guy Stuart IV and I have lived in Owosso my whole life outside of a short time when I lived in Corunna. I grew up in a historical home at  with my parents and currently live in a historical home at . My parents also own another historical home in Alpena. Currently I own the Verizon stores in Owosso and Saint Johns. My whole life has revolved around historical buildings, as has my mother's who has a passion for historical buildings and home decor. She is always buying me vintage house decor for my home when she finds them at estate sales.

I have experience in helping restore our historic homes. My family recently had a fire at our house in Alpena causing severe water damage throughout the house which has caused a majority of the house to need to be remodeled. We are currently in the process of restoring it to its original condition.

As a member of the community and a resident of Owosso, if I do not do what I say I am going to do with the house, it will cause social repercussions and it will damage my reputation within the

community. If I purchase this building I will have a clear vested interest in doing what I tell you I plan on doing to maintain good standing within the community.

I would like to purchase this building for a few reasons. There is no denying that the Amos Gould house is a beautiful historic building. I would be honored and cherish the opportunity to be the owner of such a house. I would like to use the house as an investment and to host private and public events. While I am fortunate and grateful for the opportunity to run my business, I believe it is in my best interest for my own security to branch out and find additional sources of income and invest my money in appreciating assets. It is my belief that under my management I can improve and maintain the Amos Gould house while also creating a positive cash flow investment for myself.

My initial plans for the House after purchase would be to use the publicity that this house has created as an opportunity for a mutually beneficial collaboration between myself and two local businesses. My younger brother Richard Stuart recently started a landscaping business called Dicks Landscaping and my friend Marshall Walters, who is dating my sister, is the owner of Walters Painting. I would like to collaborate with both businesses to create a positive story in the news and social media about a local man purchasing the house and working with other local businesses to help restore and maintain the house. Dicks Landscaping would work to make the grounds as beautiful as possible, and Walters Painting would work to improve the exterior paint.

My long term plan for the house would be to use it as a 3-unit Airbnb while keeping the building true to its heritage and furnishing it with the help of my mother. I also have a copy of the full house inspection and plan on repairing what needs to be fixed, including updating the electrical system. I also plan on keeping and maintaining the carriage house. While having it as three rental units would be easier and more hands off, I believe there are multiple benefits to using the house as an Airbnb. It would allow many visitors to Owosso the opportunity to visit and actually stay inside the Amos Gould house. It would also allow the city to open the house to the public for special events or tours, like the Historic Home Tour. I would also selfishly like to have it as an Airbnb because I think it would be a fun experience to make it as beautiful as possible with assistance from my family and it will allow me to use the building for public and private events when it is not booked by visitors of Owosso.

To show my sincerity, I would also like to increase my Cash offer of the historic Amos Gould house to \$250,000, with the same escalation clause up to \$275,000. An updated offer will be sent from my realtor. I hope that you take this letter into serious consideration, however, I will respect whatever decision is made.

Thank you,
Guy Stuart IV



HAM GROUP

REALTY

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HAMCOMMERCIAL

A DIVISION OF LUCY HAM GROUP, INC.

www.HamCommercial.com

Addendum L- Amendment to Purchase Agreement

Regarding property located at: 515 N. Washington St

Purchase Agreement dated: 5/16/24

By and between the undersigned parties. In reference to the above mentioned sale and purchase agreement by and between the undersigned parties, it is hereby agreed that the following is being added and/or amended to read as follows:

I have received Deed Restrictions for 515 N. Washington St; Owosso, MI

Witness: ^{Authentisign} Patricia Heslip Purchaser: ^{Authentisign} Guy Edward Stuart IV Date: 05/16/24

Date: 05/16/24 Purchaser: _____ Date: _____

Witness: _____ Seller: _____ Date: _____

Date: _____ Seller: _____ Date: _____

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Ann Arbor Area Board of Realtors® Commercial Property Information Exchange of Michigan Flint Area Association of Realtors®

9.5.23

FW: Gould House Proposed Deed with Restrictions

1 message

Amy K. Fuller <amy.fuller@ci.owosso.mi.us>
To: "lucy@lucyham.com" <lucy@lucyham.com>

Wed, Jan 24, 2024 at 2:53 PM

Seller's Attorney Prepared
Deed for Closing,

From: Scott Gould <gouldlaw@outlook.com>
Sent: Tuesday, January 23, 2024 3:53 PM
To: Amy K. Fuller <amy.fuller@ci.owosso.mi.us>
Subject: Re: Gould House Proposed Deed with Restrictions

Please see attached.

Regards,

Scott J. Gould

Attorney at Law
114 E. Main St. Suite 218
Owosso, MI 48867
P: 989-729-0071
F: 989-729-9066

 **Gould House Proposed Deed with Restrictions revised 3 012324.pdf**
76K

**WARRANTY DEED
WITH DEED RESTRICTIONS**

On _____, 2024, the City of Owosso, a Michigan municipal corporation, whose address is 301 West Main Street, Owosso, Michigan (Grantor), conveys and warrants to _____, a _____, whose address is _____ (Grantee), the real property commonly known as the "Gould House" located at 515 North Washington Street, City of Owosso, County of Shiawassee, State of Michigan, and further described as:

Lots 1,2,3, and 4, in Block 33, of the Original Plat of the Village (now City) of Owosso, Shiawassee County, Michigan

for \$ _____.

This deed is made subject to any and all restrictions, easements and right-of-way, if any, applying to said premises, including restrictions made a part of this deed and attached hereto at the time of signing and recording.

CITY OF OWOSSO

Dated: ___/___/2024

Robert Teich Jr.
Its: Mayor

STATE OF MICHIGAN)
SHIAWASSEE COUNTY)

Amy Kirkland
Its: City Clerk

The foregoing instrument was acknowledged before me in Shiawassee County, Michigan, by Robert Teich Jr., Mayor of the City of Owosso, and Amy Kirkland, Clerk for the City of Owosso, a Michigan municipal corporation, on behalf of the Michigan municipal corporation.

Notary public's name: _____
Notary public, State of Michigan, County of Shiawassee.
My commission expires ___/___/20__.

Drafted by and when recorded return to:

Gould Law, P.C.
Scott J. Gould (P76101)
114 East Main Street Suite 218
Owosso, Michigan 48867

Send subsequent tax bills to:

515 N. Washington Street
Owosso, Michigan 48867

Recording Fee:

Transfer Tax:

Buyer Initial

GES

DEED RESTRICTIONS

RE:

Lots 1,2,3, and 4, in Block 33, of the Original Plat of the Village (now City) of Owosso, Shiawassee County, Michigan.

These Deed Restrictions attached to and made a part of the Warranty Deed covering the sale of the premises to the Purchaser (Grantee) are covenants running with the land and are binding upon all the heirs, personal representatives, assignees, and subsequent purchasers from the Purchaser herein and are in addition to the zoning restrictions and uses applicable to the said real estate by virtue of the zoning regulations of the City of Owosso, Shiawassee County, Michigan.

1. The Grantee accepts that no significant exterior alterations (e.g. the installation of siding that is not era appropriate to the Dwelling's original construction or the reconfiguration of entryways, or new construction that expands the area/size of the Dwelling, etc.) will be made to the property without prior written permission from the City of Owosso (Grantor), its successors or assigns. It is the intention of the Grantor to preserve the historical exterior aesthetics both in a neutral color (colors which are muted shades that appear to lack color but often have underlying hues that change with different lighting, e.g. beige, taupe, gray, cream, etc.) and features as of the date of the Dwelling's original construction and/or the state of the Dwelling as of the date of this Deed. The term "Dwelling" shall be inclusive of the carriage house.
2. If the Grantee intends to undertake future work contrary to the aforementioned restriction that may affect the Property, the Grantee must give 45 days prior written notice to the Grantor through the Owosso City Clerk.
3. These restrictions shall run with the land and be binding on the Grantee, its successors and assigns. The Grantee agrees to provide notice of the Restrictions in any deed or other legal instrument in which it divests itself of either fee simple title or some other lesser estate in the Property.
4. This Deed constitutes the entire agreement between the parties and may only be amended in writing by the Grantee with the written approval of the Grantor. No amendment will be effective unless it is executed in the same manner as this Deed was originally executed, expressly refers to this Deed and is recorded in the Register of Deeds Office in the County of Shiawassee.
5. If any provision of this Deed or the restrictions within or any amendment thereto is found to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from the remainder of the Deed and such action will not affect the enforceability of the remaining provisions of the Deed.
6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein contained or to restrain violation thereof or to recover damages, or both, which action may be brought by the City of Owosso.

Buyer Initial GES

May 2015 - 2024 Curwood Castle Monthly Comparison

	Adults	Children	Admissions	Gift Shop	Donations	Totals
2015	290	207	\$1,647.00	\$260.00	\$34.00	\$1,941.00
2016	233	67	\$1,235.00	\$301.00	\$100.00	\$1,636.00
2017	190	64	\$969.00	\$134.00	\$0.00	\$1,103.00
2018	148	130	\$783.00	\$317.00	\$30.00	\$1,130.00
2019	299	234	\$1,121.00	\$360.00	\$45.00	\$1,526.00
2020						
2021	260	73	\$1,040.00	\$317.00	\$49.00	\$1,406.00
2022	216	46	\$1,196.00	\$551.00	\$7.00	\$1,754.00
2023	277	53	\$1,489.00	\$498.00	\$60.00	\$2,047.00
2024	320	87	\$1,762.00	\$356.00	\$100.00	\$2,218.00

May 2024 Curwood Castle Gift Shop Report

Item	Price	Number Sold	Square	Cash	Totals
Blueprint T-Shirt child S	\$10.00	3	\$20.00	\$10.00	
Blueprint T-shirt child M	\$10.00				
Blueprint T-shirt Child L	\$10.00	1	\$10.00		
Blueprint T-shirt Child XL	\$10.00				
New T-Shirt - Adult S	\$10.00				
New T-Shirt - Adult M	\$10.00	2	\$15.00	\$15.00	
New T-Shirt - Adult Large	\$10.00	1	\$15.00		
New T-Shirt - Adult X Large	\$10.00				
New T-shirt Adult 2XL	\$12.00				
New T-Shirt - Adult 3XL	\$12.00				
Book- Bear - reprint	\$10.00				
Books -Vintage	\$12-\$20	10	\$80.00	\$48.00	
My Adventure to Curwood Castle	\$10.00				
Coaster - Curwood Statue	\$4.00				
Souvenir Book - Gray	\$5.00	5	\$15.00	\$10.00	
Glasses - Comstock Cabin	\$5.00				
Glasses - Curwood Home	\$5.00				
Glasses - Gould House	\$5.00				
DVD - The Bear	\$20.00	1		\$20.00	
Postcards	\$1 / \$5	3	\$2.00	\$1.00	
Magnets - small	\$3.00				
Magnets - Large	\$5.00	7	\$5.00	\$30.00	
Mary Anderson Drawings	\$10.00	6		\$60.00	
Castle ornament	\$10.00				
TOTALS			\$162.00	\$194.00	\$356.00

GL NUMBER	DESCRIPTION	YTD BALANCE		AVAILABLE BALANCE	% BDGT USED
		2023-24 AMENDED BUDGET	05/31/2024 NORMAL (ABNORMAL)		
Fund 297 - HISTORICAL FUND					
Revenues					
Dept 000 - REVENUE					
297-000-540.000	STATE SOURCES	335.00	335.00	0.00	100.00
297-000-643.000	SALES	3,000.00	3,574.00	(574.00)	119.13
297-000-665.000	INTEREST INCOME	2,000.00	2,829.16	(829.16)	141.46
297-000-665.100	ENDOWMENT SPENDABLE FUNDS	1,066.00	1,066.00	0.00	100.00
297-000-667.100	RENTAL INCOME	16,800.00	14,050.00	2,750.00	83.63
297-000-673.000	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00
297-000-674.100	PRIVATE DONATIONS	20,000.00	16,069.73	3,930.27	80.35
297-000-674.200	DONATIONS	1,651.00	1,650.86	0.14	99.99
297-000-675.000	MISCELLANEOUS	0.00	0.00	0.00	0.00
297-000-699.101	TRANSFERS FROM GENERAL FUND	20,000.00	15,000.00	5,000.00	75.00
Total Dept 000 - REVENUE		64,852.00	54,574.75	10,277.25	84.15
TOTAL REVENUES		64,852.00	54,574.75	10,277.25	84.15
Expenditures					
Dept 797 - HISTORICAL COMMISSION					
297-797-702.200	WAGES	16,451.00	11,365.79	5,085.21	69.09
297-797-702.400	WAGES - SEASONAL	2,783.00	1,068.35	1,714.65	38.39
297-797-715.000	SOCIAL SECURITY (FICA)	1,472.00	951.21	520.79	64.62
297-797-716.100	HEALTH INSURANCE	0.00	0.00	0.00	0.00
297-797-717.000	UNEMPLOYMENT INSURANCE	10.00	4.35	5.65	43.50
297-797-719.000	WORKERS' COMPENSATION	52.00	38.25	13.75	73.56
297-797-728.000	OPERATING SUPPLIES	1,088.00	1,088.68	0.32	99.97
297-797-729.000	FINANCIAL INSTITUTION FEES	1,100.00	707.88	392.12	64.35
297-797-801.000	PROFESSIONAL SERVICES: ADMINIST	1,500.00	1,200.00	300.00	80.00
297-797-810.000	INSURANCE & BONDS	2,907.00	2,906.50	0.50	99.98
297-797-818.500	AUDIT	814.00	814.00	0.00	100.00
297-797-930.000	BUILDING MAINTENANCE	200.00	160.73	39.27	80.37
297-797-961.000	MISCELLANEOUS	500.00	691.67	(191.67)	138.33
297-797-974.000	SYSTEM IMPROVEMENTS	0.00	0.00	0.00	0.00
Total Dept 797 - HISTORICAL COMMISSION		28,877.00	20,996.41	7,880.59	72.71
Dept 798 - CASTLE					
297-798-702.200	WAGES	0.00	1,596.13	(1,596.13)	100.00
297-798-702.400	WAGES - SEASONAL	0.00	0.00	0.00	0.00
297-798-715.000	SOCIAL SECURITY (FICA)	0.00	130.28	(130.28)	100.00
297-798-717.000	UNEMPLOYMENT INSURANCE	0.00	2.38	(2.38)	100.00
297-798-718.200	SOCIAL SECURITY (FICA)	0.00	73.45	(73.45)	100.00
297-798-719.000	WORKERS' COMPENSATION	0.00	108.25	(108.25)	100.00
297-798-728.000	OPERATING SUPPLIES	1,500.00	2,679.95	(1,179.95)	178.66
297-798-810.000	INSURANCE & BONDS	0.00	0.00	0.00	0.00
297-798-920.000	UTILITIES	4,858.00	4,068.05	789.95	83.74
297-798-930.000	BUILDING MAINTENANCE	9,750.00	22,989.40	(13,239.40)	235.79
297-798-940.000	EQUIPMENT RENTAL - BUILDING MAI	1,000.00	1,202.34	(202.34)	120.23
297-798-961.000	MISCELLANEOUS	300.00	2.47	297.53	0.82
Total Dept 798 - CASTLE		17,408.00	32,852.70	(15,444.70)	188.72
Dept 799 - GOULD HOUSE					
297-799-702.300	OVERTIME	100.00	67.54	32.46	67.54
297-799-715.000	SOCIAL SECURITY (FICA)	8.00	5.15	2.85	64.38
297-799-716.100	HEALTH INSURANCE	0.00	0.15	(0.15)	100.00
297-799-716.400	LIFE INSURANCE	5.00	0.90	4.10	18.00
297-799-716.500	DISABILITY INSURANCE	5.00	0.53	4.47	10.60
297-799-718.200	DEFINED CONTRIBUTION	10.00	1.55	8.45	15.50
297-799-810.000	INSURANCE & BONDS	0.00	0.00	0.00	0.00
297-799-920.000	UTILITIES	3,717.00	3,603.94	113.06	96.96
297-799-930.000	BUILDING MAINTENANCE	6,000.00	5,857.09	142.91	97.62
297-799-930.200	BLDG MAINTENANCE	0.00	0.00	0.00	0.00
297-799-940.000	EQUIPMENT RENTAL	500.00	710.68	(210.68)	142.14
297-799-961.000	MISCELLANEOUS	1,500.00	2,240.27	(740.27)	149.35
Total Dept 799 - GOULD HOUSE		11,845.00	12,487.80	(642.80)	105.43
Dept 800 - COMSTOCK/WOODARD					
297-800-930.000	BUILDING MAINTENANCE	500.00	1,092.85	(592.85)	218.57
Total Dept 800 - COMSTOCK/WOODARD		500.00	1,092.85	(592.85)	218.57

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		AVAILABLE		% BGD USED
		AMENDED	BUDGET NORMAL	05/31/2024	(ABNORMAL)	NORMAL	(ABNORMAL)	
Fund 297 - HISTORICAL FUND								
Expenditures								
TOTAL EXPENDITURES		58,630.00		67,429.76		(8,799.76)		115.01
Fund 297 - HISTORICAL FUND:								
TOTAL REVENUES		64,852.00		54,574.75		10,277.25		84.15
TOTAL EXPENDITURES		58,630.00		67,429.76		(8,799.76)		115.01
NET OF REVENUES & EXPENDITURES		6,222.00		(12,855.01)		19,077.01		206.61

06/10/2024 02:53 PM
User: AKFuller
DB: Owosso

CASH SUMMARY BY FUND FOR CITY OF OWOSSO
FROM 07/01/2023 TO 06/10/2024
FUND: 297
CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 07/01/2023	Total Debits	Total Credits	Ending Balance 06/10/2024
297	HISTORICAL FUND	67,010.61	57,019.07	71,046.46	52,983.22