

# CITY COUNCIL AGENDA

## Regular Meeting

April 17, 2023 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** Devon Shephard- Woodland Church
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.
- 7) **CONSENT AGENDA**
  - A. **City Council Minutes**  
Work Session- April 3, 2023  
Regular Session- April 3, 2023
  - B. **City Bills**

|                      |                     |
|----------------------|---------------------|
| Purchases- 3/31/2023 | \$52,445.78         |
| Purchases- 4/4/2023  | \$83,654.05         |
| Purchases- 4/6/2023  | \$21,905.65         |
| Purchases- 4/18/2023 | \$227,525.75        |
| <b>TOTAL</b>         | <b>\$385,531.23</b> |
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**
  - A. **PA 425 CONDITIONAL LAND TRANSFER REQUESTS (MARSHALL TOWNSHIP)**
  - B. **421/423 MITCHELL SPECIAL LAND USE**
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**
  - A. **SITE PLAN REVIEW CONTRACT FOR BLUEOVAL BATTERY PARK PROJECT**
  - B. **SCHEDULE REZONING PUBLIC HEARING FOR 425 PARCELS FROM MARSHALL TOWNSHIP**
  - C. **COMMUNITY RISK ASSESSMENT & REDUCTION GRANT APPLICATION**
  - D. **P.A. 116 PROGRAM TERMINATION- PROPERTY OWNER REQUEST**

MAYOR: Jim Schwartz      CITY MANAGER: Derek N. Perry  
COUNCIL MEMBERS: Joe Caron, Theresa Chaney-Huggett, Jacob Gates,  
Ryan Traver, Ryan Underhill, Scott Wolfersberger  
Board of Commission Chambers, 315 W Green St, Marshall, Michigan 49068

**E. MARSHALL HOUSE PURCHASE AND SALE CONTRACT**

**13) APPOINTMENTS / ELECTIONS**

**14) PUBLIC COMMENT** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

**15) COUNCIL AND MANAGER COMMUNICATIONS**

**16) ADJOURNMENT**



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## CITY COUNCIL MINUTES

April 3, 2023

Work Session - 6:00 PM

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**1) CALL TO ORDER**

IN A WORK SESSIONS held on Monday, April 3, 2023 at 6:00 PM in the Council Chambers of Town Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

**2) ROLL CALL**

Roll was called:

Present: Mayor James Schwartz, Joe Caron, Jacob Gates, Ryan Underhill, Scott Wolfersberger

Also Present: Director Perry and Clerk Eubank

Absent: Theresa Chaney-Huggett and Ryan Traver

**3) PUBLIC COMMENT ON AGENDA ITEMS** - Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.

NONE

**4) DISCUSSION ITEMS**

**A. AMP Smart Thermostat Program**

Manager Perry gave background on the AMP Smart Thermostat program. The consensus of the board was not to pursue the program at this time.

**5) PUBLIC COMMENT ON NON-AGENDA ITEMS**

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

NONE

**6) ADJOURNMENT**

The meeting was adjourned at 6:14 p.m.

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## CITY COUNCIL MINUTES

April 3, 2023

Regular Meeting - 7:00 PM

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### 1) CALL TO ORDER

IN A REGULAR SESSIONS held on Monday, April 3, 2023 at 7:00 PM in the Board of Commission Chambers of the Marshall County Building, 315 W Green St, Marshall, MI 49068, the Marshall City Council was called to order by Mayor James Schwartz.

### 2) ROLL CALL

Roll was called:

Present: Mayor James Schwartz, Joe Caron, Jacob Gates, Ryan Underhill, Scott Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: Theresa Chaney-Huggett and Ryan Traver

**Moved** Caron, supported Gates to excuse members Chaney-Huggett and Traver from the April 3, 2023 meeting. On a voice vote; **Motion carried.**

### 3) INVOCATION

### 4) PLEDGE OF ALLEGIANCE

Mayor Schwartz led the Pledge of Allegiance.

### 5) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by City Council action.

**Moved** Joe Caron, supported Jacob Gates to approve the agenda striking Item 12C-AMP Smart thermostat program. On a voice vote: **Motion carried.**

### 6) PUBLIC COMMENT ON AGENDA ITEMS

Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.

Barry Wayne Adams of 622 W Green St spoke in opposition to Ordinance 2023-07 and the land transfers.

Debra Monyer stated that Jason Blanchard did not speak in opposition to the megasite at the previous meeting, he was presenting information.

Maggie Emerson-Rich of 616 Union St questioned the OPRA agreement for 125-127 W Michigan Ave.

Mark Robinson of 1114 Fennimore stated that he would like the public hearing for the land transfers to be at a different time than the township meeting.

### 7) CONSENT AGENDA

**Moved** Scott Wolfersberger, supported Joe Caron to approve the consent agenda as presented. On a roll call vote:

Ayes: Joe Caron, Jacob Gates, Ryan Underhill, Scott Wolfersberger, James Schwartz  
Nays: None  
Abstain: None  
**Motion carried.**

**A. City Council Minutes**

Work Session- March 20, 2023  
Regular Session - March 20, 2023

**B. City Bills**

|                    |              |
|--------------------|--------------|
| Purchases- 3/17/23 | \$74,348.16  |
| Purchases- 3/21/23 | \$187,349.83 |
| Purchases- 3/24/23 | \$132,034.27 |
| <b>TOTAL</b>       |              |

**8) PRESENTATIONS AND RECOGNITIONS**

**A. DEPUTY CLERK INTRODUCTION AND OATH OF OFFICE**

Clerk Eubank introduced Deputy Clerk Jennifer Pickford and administered the oath of office.

**B. COUNTY SENIOR SERVICES MILLAGE ANNUAL REPORT**

Helen Guzzo gave an update on services that were provided to Marshall residents from the Calhoun County Senior Millage.

**C. CCCDA RECOGNITION PROCLAMATION**

Mayor Schwartz issued a proclamation declaring April 9-15, 2023 National Public Safety Telecommunicators week in Marshall.

**9) INFORMATIONAL ITEMS**

**A. DISTRIBUTION OF FY 2024 PROPOSED BUDGET TO COUNCIL - SCHEDULE COUNCIL WORK SESSION**

**Moved** Joe Caron, supported Scott Wolfersberger to receive the FY 2024 Proposed Budget and schedule a work session for Monday, May 1, 2023, at 6 PM to review and discuss. On a voice vote: **Motion carried.**

**10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

**A. SCHULER'S RENTAL REHABILITATION GRANT CLOSEOUT**

Mayor Schwartz opened the public hearing on the close out of the Schuler's rental rehabilitation grant.

Hearing no comment, Mayor Schwartz closed the public hearing on the close out of the Schuler's rental rehabilitation grant.

**Moved** Scott Wolfersberger, supported Jacob Gates to approve the report closing out the Schuler's Rental Rehabilitation CDBG project. On a voice vote: **Motion carried.**

**B. 125-127 WEST MICHIGAN AVENUE OPRA**

Mayor Schwartz opened the public hearing on the 125-127 W Michigan OPRA.

Emily Emerson Rich of 616 Union St spoke in opposition to the OPRA questioning how the lost tax revenue would be replaced and stated that she would like to see a shorter time period for the tax exemption.

Maggie Emerson Rich of 616 Union St spoke in opposition to the OPRA stating that not only businesses need tax breaks and that everyone in town could use a break.

Mayor Schwartz closed the public hearing on the 125-127 W Michigan OPRA.

**Moved** Joe Caron, supported Ryan Underhill to approve Resolution 2023-11 authorizing the OPRA exemption request for the second floor of 125-127 West Michigan Avenue for a period of 12 years. On a voice vote: **Motion carried.**

**C. MARIHUANA ODOR ORDINANCE UPDATE**

Mayor Schwartz opened the public hearing on Ordinance 2023-07.

Barry Wayne Adams of 622 W Green St spoke in opposition of the proposed ordinance, stating that it was an over reach of police power and that it was unconstitutional.

Emily Emerson Rich of 616 Union St questioned if it would apply to all marihuana facilities in the city.

Mike McCarthy of 338 N Eagle spoke in favor of the proposed ordinance stating that the odor permeates his home and no smell of this type is ok.

Maggie Emerson Rich of 616 Union St spoke in favor of the proposed ordinance.

Justin Kazmar of 14200 18 1/2 Mile Rd stated that the fines were too small and recommended they be increased and that there is very little benefit from these facilities to the community.

Mike Beck of Common Citizen, 11300 17 Mile Rd spoke in favor of the ordinance, stating that their facility works hard to minimize odor and they take complaints seriously. He believes that the use of the nasal ranger will be helpful as it is a tool commonly used by other municipalities and it eliminates subjectivity.

Mayor Schwartz closed the public hearing on Ordinance 2023-07.

Wolfersberger questioned how it would be determined which facility was the offending facility. Chief Lankerdt stated that it would be a complete investigative process taking into account multiple factors.

**Moved** Ryan Underhill, supported Jacob Gates to approve Ordinance 2023-07; An Ordinance To Amend The City Of Marshall Medical Marihuana Facilities Licensing Act (Mmfla), Ordinance No. 2017-06, And Commercial Marihuana (Mrtma) Ordinance No. 2019-06, And City Code Of Ordinances To Establish Parameters For The Prohibition Of Odors Emanating From Properties, To Establish Penalties For Violations Thereof; To Repeal Any Ordinances In Conflict Thereof; And To Provide An Effective Date Hereof.

On a roll call vote:

Ayes: Jacob Gates, Ryan Underhill, Scott Wolfersberger, James Schwartz, Joe Caron

Nays: None

Abstain: None

**Motion carried.**

## 11) OLD BUSINESS

## 12) REPORTS AND RECOMMENDATIONS

### A. PA 425 CONDITIONAL LAND TRANSFER REQUESTS (MARSHALL TOWNSHIP)- INTRODUCTION AND SET PUBLIC HEARING

**Moved** Jacob Gates, supported Scott Wolfersberger to introduce and set a public hearing for April 17, 2023 at 7 p.m, to be held at the Marshall County Building, to hear comments on a Public Act 425 Conditional Land Transfer for the following parcels: 16-290-021-01, 16-290-021-02, 16-290-021-03, 16-201-018-00, 16-290-012-00, 16-290-015-00, 16-281-015-00, 16-281-015-03, 16-281-015-04, 16-290-021-05, 16-290-021-04, 16-281-015-01, 16-281-015-02, 16-281-015-05, 16-190-006-01, 16-193-003-00, 16-193-006-00, 16-193-009-00, 16-300-006-00, 16-300-018-00, 16-300-021-00. On a voice vote: **Motion carried.**

### B. 421/423 MITCHELL SPECIAL LAND USE- SET PUBLIC HEARING

**Moved** Scott Wolfersberger, supported Joe Caron to set a public hearing for April 17, 2023 at 7:00 PM to consider the approval of a Special Land Use for the addition of a self-storage facility at 421 and 423 Mitchell Street. On a voice vote: **Motion carried.**

### C. ~~AMP SMART THERMOSTAT PROGRAM~~

This item was stricken from the agenda with action taken during item 5-approval of the agenda.

### D. MICHIGAN AMP BOARD OF TRUSTEES ALTERNATE APPOINTMENT

**Moved** Joe Caron, supported Ryan Underhill to approve Resolution 2023-13 to appoint Director of Electric Utilities Kevin Maynard to represent the City of Marshall as the Michigan alternate on the AMP Board of Trustees. On a voice vote: **Motion carried.**

### E. LEAD LINE SERVICE REPLACEMENT AND INVESTIGATION

**Moved** Joe Caron, supported Ryan Underhill to approve the contract with Quality Excavators Inc. of Marshall in the amount of \$103,540 and proceed with the State-mandated lead service replacement and investigation program. On a roll call vote:

Ayes: Ryan Underhill, Scott Wolfersberger, James Schwartz, Joe Caron, Jacob Gates

Nays: None

Abstain: None

**Motion carried.**

### F. FARMERS MARKET GRANT SUBMISSION REQUEST

**Moved** Jacob Gates, supported Joe Caron to approve the mini-grant submission by the Marshall Area Farmers Market to the Calhoun County Senior Millage Committee in the amount of \$5,000. On a voice vote: **Motion carried.**

**G. TITLE VI NON-DISCRIMINATION PLAN UPDATE**

**Moved** Scott Wolfersberger, supported Joe Caron to approve the attached revised Title VI Non-Discrimination Plan and direct the City Manager to submit to the State of Michigan Statewide Title VI Coordinator. On a voice vote: **Motion carried.**

**13) APPOINTMENTS / ELECTIONS**

**A. MARSHALL DISTRICT LIBRARY BOARD REPRESENTATIVE APPOINTMENT**

**Moved** Ryan Underhill, supported Joe Caron to re-appoint MJ Harting-Minkwic to the Marshall District Library Board for a three-year term expiring on March 31, 2026. On a voice vote: **Motion carried.**

**14) PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

Julie Bryant of 159 Squaw Creek spoke in opposition to Ford.

Barry Wayne Adams of 622 W Green St spoke in opposition to the megasite.

Mike Woods of Marshall Township spoke in opposition to Ford.

Rick Sadler of 159 Squaw Creek stated that he believes the local area officials have forgotten how to be buddies and take care of the people.

Debra Monyer spoke in opposition to Ford.

Mark Robinson of 1114 Fennimore spoke in opposition to Ford.

Maggie Emerson Rich of 616 Union St spoke in opposition to the megasite and stated that for what residents pay in taxes there should be better services.

Justin Kazmar of 14200 18 1/2 Mile Rd spoke in opposition to the megasite.

Emily Emerson Rich of 616 Union St spoke in opposition to the megasite, NDAs, and the timing of the township and city meetings.

**15) COUNCIL AND MANAGER COMMUNICATIONS**

Wolfersberger stated that he personally had never signed nor been presented with an NDA.

Schwartz stated that the city is preparing for the chance of inclement weather later in the week.

**16) ADJOURNMENT**

The meeting was adjourned at 9:09 p.m.

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 03/31/2023 - 03/31/2023  
UNJOURNALIZED  
OPEN

| INVOICE<br>NUMBER | VENDOR<br>NAME         | DESCRIPTION                                       | PO<br>NUMBER | AMOUNT    |
|-------------------|------------------------|---------------------------------------------------|--------------|-----------|
| 03272023          | AALBERTS, BENJAMIN     | REIMBURSEMENT FOR PORTION OF WORK BOOT P          |              | 100.00    |
| 03/31/2023        | ANDREW PORTER          | UB refund for account: 2971                       |              | 50.00     |
| 03172023          | AT&T                   | ACCT NO. 145970911 MRLEC INTERNET MARCH           |              | 107.35    |
| 03312023          | CARTER CONSULTING, LLC | SCHULER'S RENTAL REHAB PROJECT - ADMIN            |              | 1,015.00  |
| 203944539378      | CONSUMERS ENERGY       | ACCT NO. 1000 9033 6411 AIRPORT MARCH 20          |              | 209.19    |
| 201363824492      | CONSUMERS ENERGY       | ACCT NO. 1000 0916 3435 CITY HALL MARCH           |              | 909.57    |
| 201363824494      | CONSUMERS ENERGY       | ACCT NO. 1000 0916 3971 DPW MARCH 2023            |              | 1,679.42  |
| 202253724213      | CONSUMERS ENERGY       | ACCT NO. 1000 0759 4680 DPW MARCH 2023            |              | 528.20    |
| 202164718565      | CONSUMERS ENERGY       | ACCT NO. 1030 1580 0248 FIRE STATION MAR          |              | 1,033.42  |
| 203855554476      | CONSUMERS ENERGY       | ACCT NO. 1000 8921 1096 KP FIRE PLACE MA          |              | 320.90    |
| 206969648640      | CONSUMERS ENERGY       | ACCT NO. 1000 0033 5602 MARSHALL HOUSE M          |              | 5,022.64  |
| 206880739255      | CONSUMERS ENERGY       | ACCT NO. 1030 1852 1130 MRLEC MARCH 2023          |              | 4,207.92  |
| 203143629425      | CONSUMERS ENERGY       | ACCT NO. 1030 1852 0884 MRLEC BARN MARCH          |              | 1,457.01  |
| 203232633468      | CONSUMERS ENERGY       | ACCT NO. 1000 0916 3203 WASTE WATER MARC          |              | 545.36    |
| 201363824493      | CONSUMERS ENERGY       | ACCT NO. 1000 0916 3708 WASTE WATER MARC          |              | 417.91    |
| 202342717760      | CONSUMERS ENERGY       | ACCT NO. 1030 1352 1119 WASTE WATER LIFT          |              | 20.90     |
| 206613945781      | CONSUMERS ENERGY       | ACCT NO. 1000 7224 3312 WATER PLANT MARC          |              | 721.81    |
| 172835            | D & D MAINTENANCE SUPP | ACCT NO. CIMA1 JANITORIAL SUPPLIES                |              | 47.89     |
| 173151            | D & D MAINTENANCE SUPP | ACCT NO. CIMA1 JANITORIAL SUPPLIES                |              | 106.96    |
| 173214            | D & D MAINTENANCE SUPP | ACCT NO. CIMA1 JANITORIAL SUPPLIES                |              | 135.00    |
| 03/31/2023        | FENNER, TAYLOR         | UB refund for account: 3004060031                 |              | 210.97    |
| 0173463           | FERGUSON WATERWORKS #3 | CUST NO. 2868 FLANGE KITS                         |              | 386.58    |
| 2327628           | GRIFFIN PEST SOLUTIONS | ACCT NO. 3542611 SERVICES AT CITY HALL 2          |              | 35.00     |
| 24029             | GUTTERS R US, LLC      | MRLEC SNOW REMOVAL AND SIDEWALK SALTING 2023.124  |              | 4,431.60  |
| 24030             | GUTTERS R US, LLC      | MARSHALL HOUSE SNOW REMOVAL AND SIDEWALK 2023.125 |              | 2,350.00  |
| 03/31/2023        | HALEY, LYNNE           | UB refund for account: 300480003                  |              | 9.57      |
| 03/31/2023        | HATFIELD, ROBERT       | UB refund for account: 3005160022                 |              | 91.16     |
| 03/31/2023        | HILLMAN, LORI          | UB refund for account: 3202800042                 |              | 16.04     |
| 03/31/2023        | HUCK, ANDREW           | UB refund for account: 3003270039                 |              | 67.05     |
| 03/31/2023        | KIM SHELTON            | UB refund for account: 1875                       |              | 17.60     |
| 89037-A           | LANSING UNIFORM COMPAN | CITY OF MARSHALL FIRE UNIFORMS                    |              | 1,459.10  |
| 03102023CAR       | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - CHRISTY A RAMEY 3101           |              | 880.32    |
| 03102023COM       | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - CITY OF MARSHALL 3431          |              | 114.39    |
| 03102023DP        | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - DEREK PERRY 0186               |              | 347.00    |
| 03102023EZ        | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - ERIC ZUZGA 3119                |              | 179.39    |
| 03102023COMFN     | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - CITY OF MARSHALL FIBE          |              | 387.00    |
| 03102023JL        | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - JOSHUA LANKERD 3280            |              | 1,557.76  |
| 03102023JRM       | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - JUSTIN R MILLER 9156           |              | 637.87    |
| 03102023ME        | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - MARTIN ERSKINE 9519            |              | 328.06    |
| 03102023WD        | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - WILLIAM DOPP III 9493          |              | 359.88    |
| S5139648.001      | MEDLER ELECTRIC COMPAN | CUST NO. 979 175W MV LAMP                         |              | 36.73     |
| 00192057          | PROGRESSIVE AE         | DESIGN AND ENGINEERING OF GREEN STREET R2022.005  |              | 13,810.00 |
| 23-1086           | QUALITY EXCAVATORS, IN | ELECTRIC DEPT - 2 YDS OF GRAVEL (W/O TAX          |              | 88.00     |
| 03/31/2023        | REYNOLDS, LESA         | UB refund for account: 2302620010                 |              | 19.69     |
| 03/31/2023        | ROGERS, HANS           | UB refund for account: 1900830028                 |              | 30.96     |
| 03/31/2023        | SHERMAN, RACHELLE      | UB refund for account: 2900410030                 |              | 1.36      |
| 156-A             | TOP TO BOTTOM TREE SER | ELECTRIC LINE CLEARANCE (3-PERSON \$132/H2023.163 |              | 3,498.00  |
| 156-B             | TOP TO BOTTOM TREE SER | STREET DEPT TREE REMOVAL & TRIM ON MICH           |              | 1,056.00  |
| 161266681         | ULINE                  | CUST NO. 9066352 FLAME RESISTANT SAFETY           |              | 113.02    |
| 03/31/2023        | WAIT, MATT             | UB refund for account: 1102140010                 |              | 64.78     |
| 0541258           | WJE WISS, JANNEY, ELS  | BROOKS FOUNTAIN INVESTIGATION, RESEARCH, 2023.196 |              | 1,072.50  |
| 03172023          | WOW! BUSINESS          | ACCT NO. 010040510 POWER HOUSE TECH VISI          |              | 105.25    |
| 03242023          | WOW! BUSINESS          | ACCT NO. 013934621 DPW APRIL 2023                 |              | 46.70     |
| GRAND TOTAL:      |                        |                                                   |              | 52,445.78 |

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 04/04/2023 - 04/04/2023  
UNJOURNALIZED  
OPEN

| INVOICE<br>NUMBER | VENDOR<br>NAME         | DESCRIPTION                                       | PO<br>NUMBER | AMOUNT    |
|-------------------|------------------------|---------------------------------------------------|--------------|-----------|
| 1K4J-9KPK-HYDQ    | AMAZON CAPITAL SERVICE | BOOT ALLOWANCE - HUG, ERIN                        |              | 59.00     |
| 1FRV-TPYM-KDFJ    | AMAZON CAPITAL SERVICE | ACCT NO. A1P4GM99HG1E02 CARPET CLEANER            |              | 190.05    |
| 1K4J-9KPK-KHVX    | AMAZON CAPITAL SERVICE | ACCT NO. A1P4GM99HG1E02 HDMI CABLE & EXP          |              | 34.05     |
| 1CVR-P7MN-4GP1    | AMAZON CAPITAL SERVICE | ACCT NO. A1P4GM99HG1E02 KEYCHAINS, ENVEL          |              | 84.25     |
| 1441-PTTF-31FW    | AMAZON CAPITAL SERVICE | ACCT NO. A1P4GM99HG1E02 OFFICE SUPPLIES           |              | 83.13     |
| 225-504894        | AUTO VALUE MARSHALL    | GARAGE/STREETS - M18 STARTER KIT & CHARG          |              | 229.95    |
| 225-505022        | AUTO VALUE MARSHALL    | GARAGE/STREETS - FUEL FILTER                      |              | 24.37     |
| 225-505055        | AUTO VALUE MARSHALL    | GARAGE/STREETS - FUEL FILTER, DIESEL ADD          |              | 119.15    |
| 773               | CALHOUN CO. CONSOLIDAT | 2023 Q2 CONSOLIDATED DISPATCH CALLS FOR 2023.164  |              | 46,917.92 |
| 614898            | DARLING ACE HARDWARE   | CUST NO. 1650 - FIBERNET                          |              | 30.55     |
| 614906            | DARLING ACE HARDWARE   | CUST NO. 1650 - WASTE WATER                       |              | 15.98     |
| 615162            | DARLING ACE HARDWARE   | CUST NO. 1650 - MARSHALL HOUSE                    |              | 9.56      |
| 615224            | DARLING ACE HARDWARE   | CUST NO. 1650 - PSB                               |              | 52.97     |
| 615212            | DARLING ACE HARDWARE   | CUST NO. 1650 - FIBERNET                          |              | 6.38      |
| 615333            | DARLING ACE HARDWARE   | CUST NO. 1650 - FIBERNET                          |              | 44.99     |
| SI23-20773        | DETROIT SALT COMPANY   | ROAD SALT FOR 2022/2023 SEASON - MIDEAL 2023.089  |              | 5,794.09  |
| MIBAT328239       | FASTENAL COMPANY       | CUST NO. MIBAT1561 GARAGE SUPPLIES                |              | 47.82     |
| 9331300810        | GRAYBAR ELECTRIC       | ACCT NO. 0000571644 200' DROP                     |              | 851.74    |
| 20230169          | GRP ENGINEERING, INC.  | ENGINEERING SERVICES - BROOKS SUBSTATION 2022.046 |              | 4,390.31  |
| 20230170          | GRP ENGINEERING, INC.  | ENGINEERING SERVICES FOR 5 KV VOLTAGE CO 2022.236 |              | 1,500.00  |
| 03152023          | ISAAC & SONS           | MARSHALL HOUSE CARPET CLEANING - 3RD FLO          |              | 990.00    |
| 30289             | J AND K PLUMBING SUPPL | WATER DEPT - PIPE & FITTINGS                      |              | 33.91     |
| 74065             | KEBS, INC.             | PROJECT 100983.LOT PEARL ST V/L                   |              | 1,200.00  |
| 42053             | LAKELAND ASPHALT CORPO | 1.99 TONS COLD PATCH                              |              | 270.64    |
| 42063             | LAKELAND ASPHALT CORPO | 2.62 TONS COLD PATCH                              |              | 356.32    |
| 42072             | LAKELAND ASPHALT CORPO | 1.25 TONS COLD PATCH                              |              | 170.00    |
| 42075             | LAKELAND ASPHALT CORPO | 1.00 TONS COLD PATCH                              |              | 118.06    |
| 34899146          | LINDE GAS & EQUIPMENT  | CUST NO. 59879658 GAS                             |              | 129.87    |
| 03102023MD        | MARSHALL COMMUNITY CRE | CITY CREDIT CARD - MARGUERITE DAVENPORT           |              | 101.35    |
| 47003             | MARSHALL CUSTOM EMBROI | SCREEN PRINTING ON 19 VESTS & 5 SWEATSHI          |              | 276.00    |
| 002420            | MARSHALL HARDWARE, LLC | AIRPORT - AMERICAN FLAG                           |              | 57.99     |
| 002381            | MARSHALL HARDWARE, LLC | STREETS - CLEANING SUPPLIES, BATTERIES,           |              | 259.52    |
| 002408            | MARSHALL HARDWARE, LLC | GARAGE - STEEL WOOL, MARKER, TAPE                 |              | 28.27     |
| 94622721          | MCMMASTER-CARR         | ACCT NO. 188371900 MARKING PAINT                  |              | 186.87    |
| S5172534.003      | MEDLER ELECTRIC COMPAN | CUST NO. 979 150W HPS LAMP                        |              | 527.35    |
| 97917826          | MSC INDUSTRIAL SUPPLY  | CUST NO. 02356117 SAFETY VESTS                    |              | 30.27     |
| 2537226           | OFFICE 360             | ACCT NO. 26140 COPY PAPER                         |              | 86.98     |
| 2545897           | OFFICE 360             | ACCT NO. 26140 COPY PAPER                         |              | 260.94    |
| 56729511          | POWER LINE SUPPLY      | CUST ID: 100402 5/8" X 22" BOLT                   |              | 116.40    |
| 56729860          | POWER LINE SUPPLY      | CUST ID: 100402 GROUND MOLDING                    |              | 50.00     |
| 56731076          | POWER LINE SUPPLY      | CUST ID: 100402 CLIMBING BELT                     |              | 995.00    |
| 56731290          | POWER LINE SUPPLY      | CUST ID: 100402 T- BRACKET                        |              | 446.20    |
| 56731291          | POWER LINE SUPPLY      | CUST ID: 100402 ELECTRIC INVENTORY                |              | 600.17    |
| 56731292          | POWER LINE SUPPLY      | CUST ID: 100402 TERRY TOPPERS                     |              | 28.33     |
| 56731378          | POWER LINE SUPPLY      | CUST ID: 100402 JUMPER SLEEVE                     |              | 216.78    |
| 56731379          | POWER LINE SUPPLY      | CUST ID: 100402 GAFF GUARD                        |              | 41.72     |
| 56731578          | POWER LINE SUPPLY      | CUST ID: 100402 HELMET & GEAR                     |              | 216.37    |
| 56731591          | POWER LINE SUPPLY      | CUST ID: 100402 PLIERS & RULER                    |              | 232.51    |
| 23-1106           | QUALITY EXCAVATORS, IN | REPAIR FOR DAMAGE CAUSED BY BORING CONTR          |              | 2,465.00  |
| 48258             | R.W. LAPINE INC.       | SERVICE CALL AT PSB FOR UNIT AMBIENT CON          |              | 490.00    |
| 48297             | R.W. LAPINE INC.       | LABOR & PARTS TO REPAIR MUA UNIT AT PSB 2023.213  |              | 5,753.46  |
| 141012227         | SUMMIT FIRE PROTECTION | CUST ID: MARSHAL367 FIRE EXTINGUISHER IN          |              | 2,321.00  |
| 141012228         | SUMMIT FIRE PROTECTION | CUST ID: MARSHAL368 FIRE EXTINGUISHER IN          |              | 205.00    |
| 141012230         | SUMMIT FIRE PROTECTION | CUST ID: MARSHAL499 FIRE EXTINGUISHER IN          |              | 305.00    |
| 141012231         | SUMMIT FIRE PROTECTION | CUST ID: MARSHAL71 FIRE EXTINGUISHER INS          |              | 157.00    |
| 141012226         | SUMMIT FIRE PROTECTION | CUST ID: MARSHAL364 FIRE EXTINGUISHER IN          |              | 189.00    |
| 1620059030        | UNIFIRST CORPORATION   | UNIFORM SERVICES - MARSHALL HOUSE 3/15/2          |              | 54.37     |
| 1620059027        | UNIFIRST CORPORATION   | UNIFORM SERVICES - DPW/GARAGE 3/15/23             |              | 56.69     |
| 1620059029        | UNIFIRST CORPORATION   | UNIFORM SERVICES - ELECTRIC/FIBER 3/15/2          |              | 166.61    |
| 1620059028        | UNIFIRST CORPORATION   | UNIFORM SERVICES - POWER HOUSE 3/15/23            |              | 70.63     |
| 1620059025        | UNIFIRST CORPORATION   | UNIFORM SERVICES - WASTE WATER 3/15/23            |              | 44.29     |
| 1620059031        | UNIFIRST CORPORATION   | UNIFORM SERVICES - WATER 3/15/23                  |              | 44.72     |
| 1620059729        | UNIFIRST CORPORATION   | UNIFORM SERVICES - MARSHALL HOUSE 3/22/2          |              | 49.37     |
| 1620059726        | UNIFIRST CORPORATION   | UNIFORM SERVICES - DPW/GARAGE 3/22/23             |              | 56.69     |
| 1620059728        | UNIFIRST CORPORATION   | UNIFORM SERVICES - ELECTRIC/FIBERNET 3/2          |              | 166.61    |
| 1620059727        | UNIFIRST CORPORATION   | UNIFORM SERVICES - POWER HOUSE 3/22/23            |              | 70.63     |
| 1620059724        | UNIFIRST CORPORATION   | UNIFORM SERVICES - WASTE WATER 3/22/23            |              | 34.54     |
| 1620059730        | UNIFIRST CORPORATION   | UNIFORM SERVICES - WATER 3/22/23                  |              | 36.07     |
| 22540             | VAN'T HOF DOOR & GATE  | SERVICE CALL TO WASTE WATER FOR GATE 3/3          |              | 257.00    |
| 30865             | WEST SHORE SERVICES, I | ANNUAL INSPECTION & MAINTENANCE OF OUTDO          |              | 2,146.29  |
| GRAND TOTAL:      |                        |                                                   |              | 83,654.05 |



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| INVOICE<br>NUMBER | VENDOR<br>NAME         | DESCRIPTION                                        | PO<br>NUMBER | AMOUNT    |
|-------------------|------------------------|----------------------------------------------------|--------------|-----------|
| 33731872          | APPLIED CAPITAL, LLC   | CONTRACT NO. 132-1753516-000 MRLEC COPIE           |              | 143.52    |
| 04032023          | CALHOUN COUNTY TREASUR | PRE CHANGE - INVOICE 154-23                        |              | 4.64      |
| 04/06/2023        | CASSIDY, LUKE          | UB refund for account: 1400500022                  |              | 100.85    |
| 04032023          | CB HALL ELECTRIC COMPA | CITY OF MARSHALL INSPECTION SERVICES MAR           |              | 900.00    |
| S0017119          | EMERGENCY VEHICLE PROD | CUST ID: MARSH PD - COBAN CAMERA REPAIR            |              | 290.00    |
| 04/06/2023        | EMILY MARSHALL         | UB refund for account: 2372                        |              | 50.00     |
| 04072023          | ESTATE OF GARY ROOT    | FIRE ESCROW WITHHOLDING - GARY ROOT 314            |              | 13,117.00 |
| 0234204           | FERGUSON ENTERPRISES L | ACCT NO. 536494 3 BOX WRCH                         |              | 165.50    |
| 04/06/2023        | GIBBS AGCY-MEEMIC INS  | UB refund for account: 301880003                   |              | 19.01     |
| 4402-808991       | HARMON GLASS DOCTOR    | 2017 FORD EXPLORER WINDSHIELD REPLACEMEN           |              | 565.00    |
| 04/06/2023        | HIATT, KEES            | UB refund for account: 310716009                   |              | 18.46     |
| 4076254           | IIX INSURANCE INFORMAT | ACCT NO. 888907 MOTOR VEHICLE REPORTS/AC           |              | 64.90     |
| 04/06/2023        | JOE DEPPE              | UB refund for account: 990                         |              | 50.00     |
| 04/06/2023        | KIDDER, MADISON        | UB refund for account: 400920016                   |              | 233.09    |
| MAR104            | KNRCONTROL, LLC        | PPCT TRAINING RE-CERTIFICATION - HYDE, B           |              | 375.00    |
| 04/06/2023        | KRUG, DANIEL           | UB refund for account: 701720027                   |              | 44.36     |
| 04/06/2023        | MARK MESERVEY          | UB refund for account: 1503                        |              | 44.12     |
| 04042023          | POTTER, MATT           | REIMBURSEMENT FOR TRAINING MEAL - POTTER           |              | 17.89     |
| 04/06/2023        | RANDELS, BENJAMIN      | UB refund for account: 1802140018                  |              | 136.04    |
| 04/06/2023        | SCHRUBEN, KELSEY       | UB refund for account: 3205060018                  |              | 89.97     |
| 04/06/2023        | SPENCE, SETH           | UB refund for account: 310804002                   |              | 13.59     |
| 141012224         | SUMMIT FIRE PROTECTION | CUST ID: MARSHAL261 FIRE EXTINGUISHER IN           |              | 121.00    |
| 157-A             | TOP TO BOTTOM TREE SER | ELECTRIC LINE CLEARANCE (3-PERSON \$132/H 2023.163 |              | 2,508.00  |
| 157-B             | TOP TO BOTTOM TREE SER | STREET DEPT TREE REMOVAL ON MANSION STRE           |              | 660.00    |
| 03302023          | TRACTOR SUPPLY CREDIT  | ACCT NO. 6035 3012 0359 5572 FANS                  |              | 569.98    |
| 103136            | VC3 INC                | ACCT NO. MAR11 8 PORT GIGAPORT SWITCH              |              | 38.56     |
| 03292023          | WOW! BUSINESS          | ACCT NO. 014226414 FIRE STATION APRIL 20           |              | 133.67    |
| 04022023          | WOW! INTERNET-CABLE-PH | ACCT NO. 010040764 MARSHALL HOUSE APRIL            |              | 1,431.50  |
| GRAND TOTAL:      |                        |                                                    |              | 21,905.65 |

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| INVOICE<br>NUMBER | VENDOR<br>NAME                                              | DESCRIPTION                              | PO<br>NUMBER | AMOUNT     |
|-------------------|-------------------------------------------------------------|------------------------------------------|--------------|------------|
| 66193             | ALEXANDER CHEMICAL COR.                                     | CUST NO. 100413 WATER PLANT CHEMICALS/SU |              | 1,554.84   |
| 1KDF-9V14-QRY4    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 CREDIT MEMO FOR  |              | (19.71)    |
| 16PC-6N3Y-41TL    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 CREDIT MEMO FOR  |              | (0.71)     |
| 19CR-7176-CPGV    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 TRAINING FOG SMO |              | 114.99     |
| 1QF1-YRL3-9KXY    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 STORM SIGNS      |              | 54.44      |
| 1MF7-3K9L-C1JN    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 RECYCLING BIN    |              | 24.88      |
| 13KD-VTDW-W4QF    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 BATTERIES        |              | 31.98      |
| 1TQ6-XTNT-GLGV    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 BINDERS, DOOR ST |              | 46.60      |
| 1R6L-CVPP-H3PV    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 OFFICE SUPPLIES  |              | 233.46     |
| 1HY3-NHRN-3PH6    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 TRUECABLE CAT 6  |              | 722.96     |
| 1YGD-3M64-331W    | AMAZON CAPITAL SERVICE                                      | ACCT NO. A1P4GM99HG1E02 SUPPLIES FOR REC |              | 369.36     |
| 225-505404        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - LED LAMP, OIL, FILTERS, |              | 964.85     |
| 225-505425        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - AIR FILTERS             |              | 145.18     |
| 225-505452        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - OIL FILTER, OIL, METAL  |              | 113.89     |
| 225-505634        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - MISC. SUPPLIES          |              | 119.89     |
| 225-505646        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - XL V BELTS              |              | 31.78      |
| 225-505693        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - TRAILER BRITE, SIMPLE G |              | 73.38      |
| 225-505709        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - PRIMER, GLOSS           |              | 48.57      |
| 225-505764        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - AIR FILTER, OIL FILTER, |              | 93.30      |
| 225-505778        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - CREDIT MEMO FOR OIL FIL |              | (8.37)     |
| 225-505779        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - OIL FILTER              |              | 8.37       |
| 225-505781        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - COUPLER, SIDE WIND JACK |              | 111.08     |
| 225-505832        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - TOP COAT, WIRE BRUSH SE |              | 31.58      |
| 225-505950        | AUTO VALUE MARSHALL                                         | GARAGE/STREETS - VEHICLE BATTERY         |              | 169.00     |
| 404-1522          | BRONSON HELPNET                                             | EMPLOYEE ASSISTANCE PROGRAM 4/1/23 - 6/3 |              | 262.71     |
| 763832            | CHR SOLUTIONS                                               | FIBERNET SUPPORT CONTRACT - APRIL 2023   | 2023.098     | 5,100.00   |
| 2023 - 80         | COURTNEY & ASSOCIATES                                       | PROFESSIONAL SERVICES 1/1/23 - 3/31/23   |              | 2,000.00   |
| 615392            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - ELECTRIC (SAW BLADE, M18 |              | 178.97     |
| 615378            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - WATER (CLOTH PLUMBER)    |              | 4.59       |
| 615496            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - AIRPORT (INSULATED DISCO |              | 15.99      |
| 615488            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - MARSHALL HOUSE (KEYS, GL |              | 46.53      |
| 615734            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - STREETS (CHAINSAW, CHAIN |              | 1,762.27   |
| 615821            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - REC/PARKS (LEVER FLUSH)  |              | 8.99       |
| 615799            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - WASTE WATER (FILTER CART |              | 34.98      |
| 615912            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - PSB (BATTERIES)          |              | 17.18      |
| 615879            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - FIBERNET (WALL PLATES)   |              | 10.27      |
| 615951            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - MARSHALL HOUSE (MOP REFI |              | 56.55      |
| 616003            | DARLING ACE HARDWARE                                        | CUST NO. 1650 - WASTE WATER (WHEEL BRUSH |              | 12.58      |
| INV68602          | DORNBOS SIGN, INC.                                          | DPW - TRAFFIC SIGNS                      |              | 1,469.35   |
| INV68604          | DORNBOS SIGN, INC.                                          | DPW - PARKING SIGNS                      |              | 57.80      |
| 10696             | DUKE'S ROOT CONTROL, I                                      | CUST NO. C-001648 SANITARY SEWER ROOT CO | 2023.203     | 10,086.78  |
| 23-991            | ELECTION SOURCE                                             | DEMOCRACY SUITE ICP, ICX CODING, TABULAT |              | 900.00     |
| 2501092303        | FIRST ADVANTAGE CORPOR                                      | ACCT NO. 866466 CLINIC COLLECTION        |              | 47.55      |
| 151519            | HYDAKER-WHEATLAKE                                           | CUST ID: 2343 CONSTRUCTION OF THE BROOKS | 2023.029     | 142,202.88 |
| 0071583-IN        | HYDROCORP                                                   | CUST: MUNMARS - INSPECTION & REPORTING M |              | 909.00     |
| 175062            | IMPACT SOLUTIONS                                            | CLIENT NO. MARSH - FIBERNET NAME PLATES  |              | 164.04     |
| II2300040         | JOINT APPRENTICESHIP & APPRENTICE LINEMAN SCHOOLING - HENRY |                                          | 2023.212     | 6,216.00   |
| 574314            | KITCH DRUTHAS WAGNER                                        | PROFESSIONAL SERVICES THROUGH 2/28/23    |              | 2,550.00   |
| 6                 | MCSA GROUP, INC.                                            | SERVICES FOR EATON PARK DESIGN 3/1/23 -  | 2023.092     | 1,500.00   |
| S5172534.004      | MEDLER ELECTRIC COMPAN                                      | CUST NO. 979 35 WATT BULBS               |              | 465.50     |
| S5182737.001      | MEDLER ELECTRIC COMPAN                                      | CUST NO. 979 LIGHT BULBS                 |              | 87.42      |
| S5182737.002      | MEDLER ELECTRIC COMPAN                                      | CUST NO. 979 LIGHT BULBS                 |              | 76.00      |
| IN1854207         | MUNICIPAL EMERGENCY SE                                      | CUST NO. C242607 FIRE GEAR               |              | 1,546.86   |
| 118225            | O'LEARY WATER CONDITIO                                      | METER OFFICE - MAR & APR COOLER & WATER  |              | 87.50      |
| 118226            | O'LEARY WATER CONDITIO                                      | ELECTRIC DEPT - BOTTLED WATER            |              | 48.00      |
| 2552236           | OFFICE 360                                                  | ACCT NO. 26140 HAND SOAP, LYSOL          |              | 90.53      |
| 71833             | PEERLESS MIDWEST, INC.                                      | WELL #1 NEW VFD FAN & FILTERS - QUOTE AL |              | 658.00     |
| 56732543          | POWER LINE SUPPLY                                           | CUST ID: 100402 ANCHOR ROD               |              | 297.07     |
| 56732605          | POWER LINE SUPPLY                                           | CUST ID: 100402 SLEEVES FOR CROW         |              | 490.00     |
| 56732606          | POWER LINE SUPPLY                                           | CUST ID: 100402 TEST & CLEAN RUBBERGOODS |              | 252.00     |
| 56734124          | POWER LINE SUPPLY                                           | CUST ID: 100402 SMALL WEDGE DEADEND      |              | 535.88     |
| 56734126          | POWER LINE SUPPLY                                           | CUST ID: 100402 100AMP METER SOCKET      |              | 902.20     |
| 56734127          | POWER LINE SUPPLY                                           | CUST ID: 100402 FLOOD SEAL               |              | 1,843.38   |
| 56734159          | POWER LINE SUPPLY                                           | BOOT ALLOWANCE - JINKS, DAN              |              | 96.00      |
| 56734160          | POWER LINE SUPPLY                                           | CUST ID: 100402 FR HATS                  |              | 192.00     |
| 56734209          | POWER LINE SUPPLY                                           | CUST ID: 100402 CABLE REELER             |              | 800.00     |
| 56734378          | POWER LINE SUPPLY                                           | CUST ID: 100402 CLIMBING BELT - PEHRSON  |              | 590.00     |
| 23-1116           | QUALITY EXCAVATORS, IN                                      | LEAD LINE REPLACEMENT AT 532 N. LINDEN S | 2023.221     | 3,347.00   |
| 04012023          | SPARTAN STORES                                              | CUST NO. 021063 OPERATING SUPPLIES       |              | 28.27      |
| 997476            | STEENSMA                                                    | CUST NO. 5154 CREDIT MEMO FOR GUIDE BAR  |              | (559.08)   |
| 1004770           | STEENSMA                                                    | CUST NO. 5154 EXMARK ZERO TURN MOWER     | 2023.170     | 14,887.00  |
| 1009822           | STEENSMA                                                    | CUST NO. 5154 MOWER REPAIR PARTS         | 2023.215     | 3,236.14   |
| 2295              | SWIFT FUELS, LLC                                            | UL94 UNLEADED AVGAS                      | 2023.207     | 15,712.47  |
| 1620060412        | UNIFIRST CORPORATION                                        | UNIFORM SERVICES - MARSHALL HOUSE 3/29/2 |              | 351.23     |
| 1620060411        | UNIFIRST CORPORATION                                        | UNIFORM SERVICES - ELECTRIC & FIBER 3/29 |              | 173.66     |
| 1620060409        | UNIFIRST CORPORATION                                        | UNIFORM SERVICES - DPW & GARAGE 3/29/23  |              | 56.69      |
| 1620060410        | UNIFIRST CORPORATION                                        | UNIFORM SERVICES - POWER HOUSE 3/29/23   |              | 70.63      |
| 1620060407        | UNIFIRST CORPORATION                                        | UNIFORM SERVICES - WASTE WATER 3/29/23   |              | 41.44      |
| 1620060413        | UNIFIRST CORPORATION                                        | UNIFORM SERVICES - WATER 3/29/23         |              | 44.72      |

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| INVOICE<br>NUMBER | VENDOR<br>NAME       | DESCRIPTION                              | PO<br>NUMBER | AMOUNT     |
|-------------------|----------------------|------------------------------------------|--------------|------------|
| 1620061110        | UNIFIRST CORPORATION | UNIFORM SERVICES - MARSHALL HOUSE 4/5/23 |              | 46.55      |
| 1620061107        | UNIFIRST CORPORATION | UNIFORM SERVICES - DPW & GARAGE 4/5/23   |              | 56.69      |
| 1620061109        | UNIFIRST CORPORATION | UNIFORM SERVICES - ELECTRIC & FIBER 4/5/ |              | 166.61     |
| 1620061108        | UNIFIRST CORPORATION | UNIFORM SERVICES - POWER HOUSE 4/5/23    |              | 70.63      |
| 1620061105        | UNIFIRST CORPORATION | UNIFORM SERVICES - WASTE WATER 4/5/23    |              | 41.44      |
| 1620061111        | UNIFIRST CORPORATION | UNIFORM SERVICES - WATER 4/5/23          |              | 44.72      |
| GRAND TOTAL:      |                      |                                          |              | 227,525.75 |



## ITEM 10.A

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
**DATE:** April 17, 2023  
**SUBJECT:** **PA 425 CONDITIONAL LAND TRANSFER REQUESTS (MARSHALL TOWNSHIP)**

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The City of Marshall received a request from the Marshall Area Economic Development Alliance (MAEDA) to enter into a Public Act 425 of 1984 Conditional Land Transfer for multiple properties that it owns within Marshall Township for economic development purposes. A Public Act 425 agreement brings an existing property into the City of Marshall to receive city services and provides for a portion of the collected taxes to be shared with the Township transferring the parcel.

The following Marshall Township properties are requesting transfer into the City of Marshall:  
**Marshall Area Economic Development Alliance (MAEDA)**  
13580 13 Mile Rd.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

**Parcel ID Number: 16-290-021-01**

**Marshall Area Economic Development Alliance (MAEDA)**  
13712 13 Mile Rd.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan.

**Parcel ID Number: 16-290-021-02**

**Marshall Area Economic Development Alliance (MAEDA)**  
13996 13 Mile Rd.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The West 2.0 acres of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4

of Section 29, Town 2 South, Range 6 West.

**Parcel ID Number: 16-290-021-03**

**Marshall Area Economic Development Alliance (MAEDA)**

13820 W. Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

A Parcel of land in the Southwest Quarter of the Southeast Quarter of Section 20, Township 2 South Range 6 West, described as follows: Beginning at a point distant South 89 degrees 00 minutes East, 1331.6 feet, North 01 degree 06 minutes East. 18.29 and North 67 degrees 14 minutes 40 seconds West. 17.23 feet from the South Quarter post of said Section 20, thence North 01 degree 06 minutes East 215.19 feet; thence North 67 degrees 14 minutes 40 seconds West, 150 feet parallel to and distant 60 feet from the centerline of the Battle Creek-Marshall Road; thence South 22 degrees 45 minutes 20 seconds West. 200 feet; thence South 67 degrees 14 minutes 40 seconds East 229.41 to the place of beginning.

**Parcel ID Number: 16-201-018-00**

**Marshall Area Economic Development Alliance (MAEDA)**

13996 W. Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Beginning on the South line of Highway U.S. 12 (Michigan Avenue) at a point distant North 67 degrees 06 minutes West, 234.82 feet from its intersection with the East line of Section 29, Township 2 South, Range 6 West, and running thence North 67 degrees 06 minutes West along said South line of Highway U.S. 12, 371.08 feet; thence South 10 degrees 04 minutes West 264.6 feet; thence South 67 degrees 06 minutes East, parallel with said U.S. 12, 354.1 feet; thence North 13 degrees 42 minutes East 261.3 feet to the place of beginning; EXCEPTING therefrom the Easterly 202 feet of the above described parcel.

**Parcel ID Number: 16-290-012-00**

**Marshall Area Economic Development Alliance (MAEDA)**

14012 W. Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The Easterly 202 feet of the following described parcel: Beginning on the South line of Highway U.S. 12 (Michigan Avenue) at a point distant North 67 degrees 06 minutes West 234.82 feet from its intersection with the East line of Section 29, Town 2 South, Range 6 West and running thence North 67 degrees 06 minutes West along said South line of Highway U.S. 12, 371.08 feet; thence South 10 degrees 04 minutes West 264.6 feet; thence South 67 degrees 06 minutes East parallel with said U.S. 12, 354.1 feet; thence North 13 degrees 42 minutes East 261.3 feet to the place of beginning.

**Parcel ID Number: 16-290-015-00**

**Marshall Area Economic Development Alliance (MAEDA)**

Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The West 470 feet of that part of the North 1/2 of the Northwest 1/4 of Section 28, Town 2 South, Range 6 West Marshall Township, Calhoun County, Michigan, which lies South of Michigan Avenue extended (formally known as U.S. 12 and M-17) the Southerly line of said road being the South line of premises conveyed by deed recorded in Liber 177, page 432 (recorded as Liber 1777 of Deeds at Page 432 in the most recent deed).

**Parcel ID Number: 16-281-015-00**

**Marshall Area Economic Development Alliance (MAEDA)**

Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Parcel 1:

The East 355 feet of the West 685 feet of that part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue.

**Parcel ID Number: 16-281-015-03**

Parcel 2:

That part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue extended (formerly known as US 12 and M-17), West of a line running North and South 1018.09 feet West of the East Section line and East of a line running North and South 685 feet East and of the North-South 1/4 line of said Section 28.

**Parcel ID Number: 16-281-015-04**

**Marshall Area Economic Development Alliance (MAEDA)**

Bentley Boulevard

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West, EXCEPT the West 2.0 acres thereof.

**Parcel ID Number: 16-290-021-05**

**Marshall Area Economic Development Alliance (MAEDA)**

13844 13 Mile Rd.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2

South, Range 6 West.

**Parcel ID Number: 16-290-021-04**

**Marshall Area Economic Development Alliance (MAEDA)**  
Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Parcel 1:

The North Half of the Northwest Quarter of Section 28, Township 2 South, Range 6 West, lying Southerly of Michigan Avenue; EXCEPT the West 470 feet; ALSO EXCEPT commencing at the Southwest Corner of the North Half of the Northwest Quarter of said Section 28; thence East 470 feet; thence North 363 feet to the point of beginning; thence East 600 feet; thence North 275 feet more or less; thence Northwesterly along the Southerly line of Michigan Avenue 638 feet more or less to a point lying North of the point of beginning; thence South 485 feet more or less to the point of beginning.

**Parcel ID Number: 16-281-015-01**

Parcel 2:

The West 330 feet of the part of the Northeast Quarter of Section 28, Town 2 South, Range 6 West, lying South of Michigan Avenue extended (formerly known as U.S. 12 and M-17), the South line of said Michigan Avenue being the South line of premises first conveyed by Deed recorded in Liber 177 of Deeds, page 315, Calhoun County, Michigan.

**Parcel ID Number: 16-281-015-02**

Parcel 3:

Commencing at the Southwest Corner of the North Half of the Northwest Quarter of Section 28, Township 2 South, Range 6 West; thence East 470 feet; thence North 363 feet to the point of beginning; thence East 600 feet; thence North 275 feet more or less; thence Northwesterly along the Southerly line of Michigan Avenue 638 feet more or less to a point lying North of the point of beginning; thence South 485 feet more or less to the point of beginning.

**Parcel ID Number: 16-281-015-05**

**Marshall Area Economic Development Alliance (MAEDA)**  
E. Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

PARCEL 1:

A parcel of land in Section 19, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, described as follows: That part of the following described premises lying in Section 19: Commencing where Ceresco Road intersects Section line between Sections 29 and 30, running thence North on Section line to the Territorial Road (so called), Northwest in middle of said road about 60 rods, South to Ceresco Road, East to beginning, in Sections 19 and 30, Town 2 South, Range 6 West, to be taken off the East part of said description excepting therefrom, all that part of the above lying North of a line described as: Beginning at a point on the East line of said Section 19, distant 1099.09 feet South of the East 1/4 post of said Section,

thence bearing North 77 degrees 50 minutes West in a straight line to the West line of the above described parcel and the end of said line.

**Parcel ID Number: 16-190-006-01**

**PARCEL 2:**

Commencing at the Northwest corner of Section 30, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan; thence East 80 rods; thence North 39-1/2 rods; thence West 80 rods; thence South to the place of beginning.

**Parcel ID Number: 16-193-003-00**

**PARCEL 3:**

A parcel of land in Section 19, Town 2 South, Range 6 West, described as follows: Start on the North bank of the Kalamazoo River at a point 10 rods East from the North and South 1/4 line of Section 30, Town 2 South, Range 6 West; go North on West line of land of D.H. Godfrey, (formerly) to the East and West 1/4 line of Section 19; go West to a point 80 rods East from the West line of said Section 19; go South to the North bank of the Kalamazoo River, go Easterly along North bank of Kalamazoo River to start. EXCEPTING the North 20 acres thereof. Also, EXCEPTING that portion of said land in Section 30, Town 2 South, Range 6 West.

**Parcel ID Number: 16-193-006-00**

**PARCEL 4:**

Part of the East 1/2 of Section 19, Town 2 South, Range 6 West, lying Southerly of Old US-12 Highway, described as beginning on the East & West 1/4 line at a point distant 165 feet East of the North & South 1/4 line, thence South to South Section line, thence East 1742.4 feet, thence North to old US-12 Highway right of way, thence Northwesterly along right of way to a point 165 feet East of the North & South 1/4 line, thence South 184.33 feet to beginning; EXCEPT beginning in the Northeast corner of said parcel, thence Northwesterly along the Southerly highway right of way line 1233.8 feet, thence South 22 degrees 31 minutes West 350 feet, thence South 67 degrees 29 minutes East 189.99 feet, thence South 12 degrees 35 minutes West 474.63 feet, thence South 87 degrees 01 minute East 655 feet, thence South 84 degrees 51 minutes East 534 feet, thence North 402.7 feet to beginning; ALSO EXCEPT Beginning in the center of old US-12 Highway 165 feet Southeasterly of the North & South 1/4 line, thence Southeasterly in highway 250.12 feet, thence South 22 degrees 31 minutes West 350 feet, thence North 67 degrees 29 minutes West 105.66 feet, thence North to beginning.

**Parcel ID Number: 16-193-009-00**

**PARCEL 5:**

A parcel of land in Section 30, Town 2 South, Range 6 West, described as: Beginning at a point 10 rods East of the center of Section 19, Township 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, running thence South 69.57 chains more or less to the center of Ceresco Road, thence East along the center of said road 26.40 chains, more or less, thence North 61.20 chains, more or less, to the Southerly line of the right of way formerly occupied by Michigan Traction Company, thence Northwesterly along said Southerly line of the right of way to the intersection thereof with the East and West 1/4 line of aforesaid Section 19, thence West to the place of beginning. EXCEPTING that portion of said land in Section 19, Town 2 South, Range 6 West.



**Parcel ID Number: 16-300-006-00**

**PARCEL 6:**

Beginning at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 2 South, Range 6 West, thence South to the Kalamazoo River, thence Southeasterly along said river to a point 165 feet East of the North & South 1/4 line, thence North to Section line, thence West to place of beginning. EXCEPT Beginning in the centerline of C Drive North 1893.5 feet East of the West Section line, thence North 501 feet, thence East 336.14 feet, thence South 501 feet, thence West 336.14 feet.

**Parcel ID Number: 16-300-018-00**

**PARCEL 7:**

Commencing at the Northwest corner of Section 30, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, thence East 80 rods, thence South to the line of the Michigan Central Railroad, thence along the line of said Michigan Central Railroad to the town line between Marshall Township and Emmett Township, thence North to the place of beginning.

**Parcel ID Number: 16-300-021-00**

In 2006, the City and Marshall Township entered into a Master Public Act 425 Conditional Land Transfer Agreement. In 2015, the Master Agreement was extended to 2026 and in 2019, it was revised and extended to 2029.

Public Act 425 requires the adoption of a resolution and a public hearing by both governmental bodies. The proposed resolution, contracts and public hearing notice are attached.

**BUDGET IMPACT:**

These parcels will be held by MAEDA for economic development purposes and no property taxes are anticipated to be collected or distributed until sold or transferred.

**RECOMMENDATION:**

Approve Resolution #2023-15 and authorize the City Manager and City Clerk to sign and submit the necessary documents.

**CITY OF MARSHALL, MICHIGAN  
RESOLUTION NO. 2023-15**

**A RESOLUTION TO APPROVE MULTIPLE P.A. 425 of 1984  
CONDITIONAL LAND TRANSFER REQUESTS  
BETWEEN MARSHALL TOWNSHIP AND THE CITY OF MARSHALL**

Minutes of a regular meeting of the Council of the City of Marshall, held on April 17, 2023 at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_, and supported by \_\_\_\_\_.

**WHEREAS**, the City of Marshall received a request from the Marshall Area Economic Development Alliance (MAEDA) to enter into a Public Act 425 of 1984 Conditional Land Transfer for multiple properties that it owns within Marshall Township for economic development purposes; and

**WHEREAS**, in 2006, the City and Marshall Township entered into a Master Public Act 425 Conditional Land Transfer Agreement. In 2015, the Master Agreement was extended to 2026 and in 2019, it was revised and extended to 2029; and

**WHEREAS**, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, police, and fire protection to properties currently within Marshall Township according to terms acceptable to both Marshall Township and the City of Marshall; and

**WHEREAS**, on April 3, 2023, the City of Marshall set a Public Hearing for April 17, 2023, as required by P. A. 267 and published said notice; and

**WHEREAS**, the following parcels have been requested by the property owner to be transferred from Marshall Township into the City of Marshall: 16-290-021-01, 16-290-021-02, 16-290-021-03, 16-201-018-00, 16-290-012-00, 16-290-015-00, 16-281-015-00, 16-281-015-03, 16-281-015-04, 16-290-021-05, 16-290-021-04, 16-281-015-01, 16-281-015-02, 16-281-015-05, 16-190-006-01, 16-193-003-00, 16-193-006-00, 16-193-009-00, 16-300-006-00, 16-300-018-00, 16-300-021-00; and

**WHEREAS**, on April 17, 2023, the Marshall City Council held a Public Hearing as required by P.A. 425 of 1984; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL** approve the Master 425 Development Agreement contracts in substantial form for the Conditional Land Transfer of Property between Marshall Township and the City of Marshall for the following parcels: 16-290-021-01, 16-290-021-02, 16-290-021-03, 16-201-018-00, 16-290-012-00, 16-290-015-00, 16-281-015-00, 16-281-015-03,

16-281-015-04, 16-290-021-05, 16-290-021-04, 16-281-015-01, 16-281-015-02, 16-281-015-05, 16-190-006-01, 16-193-003-00, 16-193-006-00, 16-193-009-00, 16-300-006-00, 16-300-018-00, 16-300-021-00 and authorize the City Manager and City Clerk to sign.

Resolution declared adopted this 17th day or April 2023.

-----  
Michell Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on April 3, 2023 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

-----  
Michell Eubank, City Clerk

March 15, 2023

HAND DELIVERED

Mr. Derek Perry  
City Manager  
City of Marshall  
323 W. Michigan Avenue  
Marshall, Michigan 49068

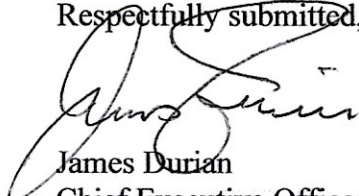
RE: Request to Transfer Property to City of Marshall

Dear Mr. Perry:

As the owner of the parcels identified on the attached Parcel Worksheet as "April 425 Transfers" and on the surveys being submitted with this request, Marshall Area Economic Development Alliance ("MAEDA") is requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Properties by the City of Marshall. MAEDA requests that this be placed on the agenda for the City Council as soon as possible.

If any additional information is needed, please do not hesitate to contact me.

Respectfully submitted,



James Durian  
Chief Executive Officer  
Marshall Area Economic  
Development Alliance

Cc: Mr. David Bosserd – Marshall Township Supervisor  
Mr. David Revore – City of Marshall Attorney  
Mr. Richard Lindsey – MAEDA Attorney

Parcel Worksheet

April 425 Transfers

| Acres | Parcel Number |
|-------|---------------|
| 9.7   | 16-290-021-01 |
| 9.7   | 16-290-021-02 |
| 1.6   | 16-290-021-03 |
| 9.7   | 16-290-021-04 |
| 8.1   | 16-290-021-05 |
| 0.86  | 16-201-018-00 |
| 0.89  | 16-290-012-00 |
| 1.05  | 16-290-015-00 |
| 10.32 | 16-281-015-00 |
| 5.21  | 16-281-015-05 |
| 18.78 | 16-281-015-01 |
| 10.18 | 16-281-015-02 |
| 9.95  | 16-281-015-03 |
| 21.2  | 16-281-015-04 |
| 40    | 16-300-021-00 |
| 19.8  | 16-193-003-00 |
| 70    | 16-193-006-00 |
| 76.1  | 16-300-018-00 |
| 70.8  | 16-300-006-00 |
| 78    | 16-193-009-00 |
| 27.5  | 16-190-006-01 |

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_



WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN   )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

16-290-021-01



**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.



5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN        )  
                                      )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

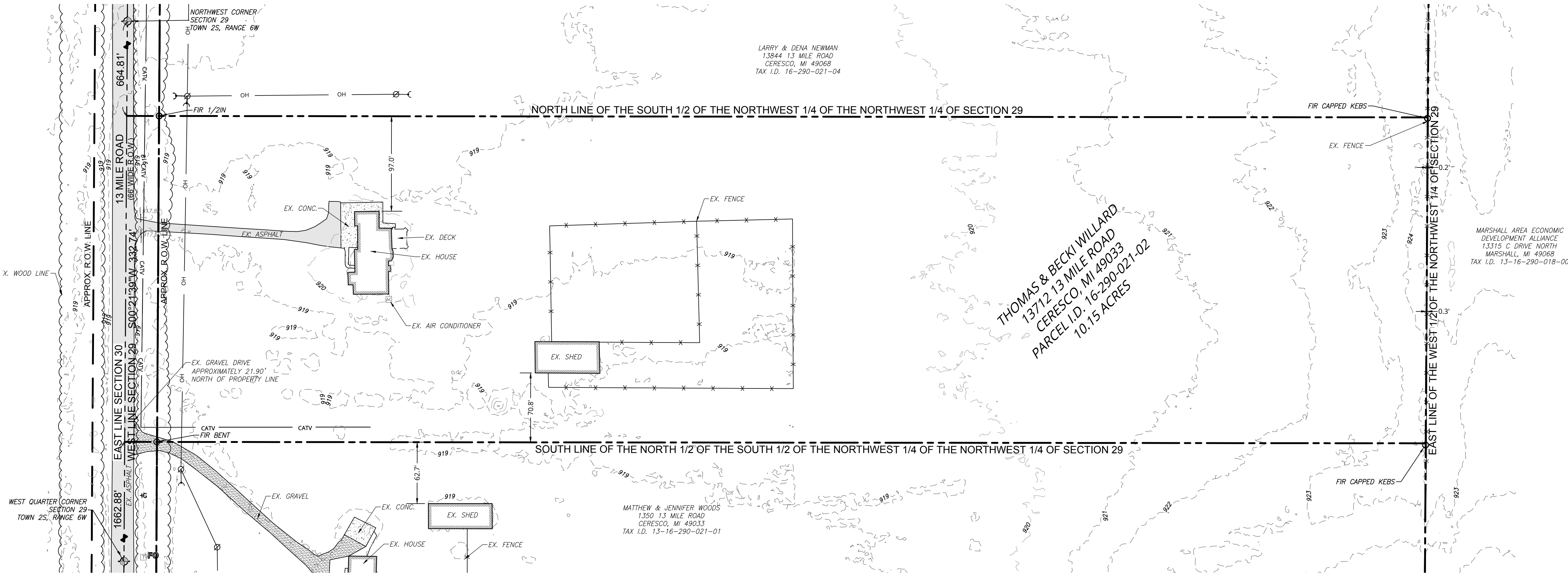
## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan.

16-290-021-02





### LEGAL DESCRIPTION FOR PARCEL ID 13-16-290-021-002:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131198352CML, WITH AND EFFECTIVE DATE OF FEBRUARY 7, 2023 AT 8:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP CALHOUN COUNTY, MICHIGAN.

### SCHEDULE B II EXCEPTIONS:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131198352CML, WITH AND EFFECTIVE DATE OF FEBRUARY 7, 2023 AT 8:00 AM)

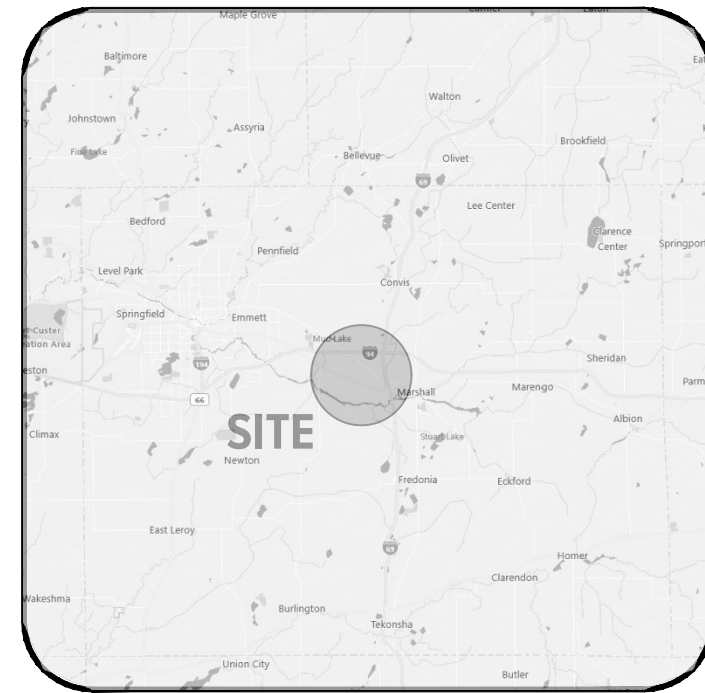
- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A SURVEY MATTER)**
- a. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- b. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **(BLANKET IN NATURE)**
- c. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. **(BLANKET IN NATURE)**
- d. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- e. ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. **(NOT A SURVEY MATTER)**
- f. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. **(NOT A SURVEY MATTER)**
- THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THE LAND. **(NOT A SURVEY MATTER)**
- TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. **(NOT A SURVEY MATTER)**
- RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. **(NOT A SURVEY MATTER)**
- EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. **(BLANKET IN NATURE)**
- THE FUTURE ADVANCE MORTGAGE IN THE AMOUNT OF \$50,000.00, PLUS ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, FROM THOMAS E. WILLARD AND BECKI L. WILLARD, HUSBAND AND WIFE, MORTGAGOR, TO PNC BANK, NATIONAL ASSOCIATION, MORTGAGEE, DATED MARCH 14, 2017, RECORDED ON APRIL 4, 2017, IN LIBER 4129, PAGE 405. THIS MORTGAGE CONTAINS A REVOLVING CREDIT FEATURE.
- NOTE: BORROWER MUST SUBMIT TO THE ABOVE LENDER, A LETTER AUTHORIZING THE CLOSING OF THE LINE OF CREDIT. SAID AUTHORIZATION WILL BE SUBMITTED ALONG WITH THE PAYOFF OF THE MORTGAGE. **(NOT A SURVEY MATTER)**
- OIL AND GAS LEASE TO THOMAS B. MASK, DATED JULY 27, 1966, RECORDED NOVEMBER 28, 1966 IN LIBER 877 ON PAGE 83. **(BLANKET IN NATURE)**
- OIL AND GAS LEASE TO RUSS VAN BELOIS, DATED JANUARY 25, 1983, RECORDED FEBRUARY 1, 1983 IN LIBER 1266 ON PAGE 623. **(BLANKET IN NATURE)**
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF 13 MILE ROAD. **(BLANKET IN NATURE)**
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION TO PURCHASE PROPERTY SET FORTH IN LIBER 4652 PAGE 408, BETWEEN THOMAS WILLARD AND BECKI WILLARD AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE. **(BLANKET IN NATURE)**
- GRANT OF RIGHTS AGREEMENT BETWEEN MICHIGAN STRATEGIC FUND (THE "MSF"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING, MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, DATED \_\_\_\_\_, RECORDED ON \_\_\_\_\_ IN LIBER \_\_\_\_\_ PAGE \_\_\_\_\_. **(NOT A SURVEY MATTER)**

### UTILITY WARNING!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. LOCATIONS OBTAINED BY FRANCHISE UTILITY AGENCIES, MUNICIPAL AGENCIES AND/OR OWNER PROVIDED RECORD DRAWINGS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.



LOCATION MAP  
NOT TO SCALE

### EXISTING LEGEND

- FIRE LINE
- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- COMBINED SEWER
- CABLE TV
- OVERHEAD UTILITY
- FIBER OPTIC
- GAS
- ELECTRICAL
- FENCE
- HYDRANT
- GATE VALVE
- POST INDICATOR VALVE (PIV)
- WATER MAIN MANHOLE
- SQUARE CATCH BASIN
- ROUND CATCH BASIN
- BEEHIVE CATCH BASIN
- SANITARY MANHOLE
- END SECTION
- CULVERT
- STORM MANHOLE
- CLEAN OUT
- SIGN
- UTILITY POLE
- GUY WIRE
- LIGHT POLE
- LANDSCAPE LIGHT
- RISER
- ELECTRICAL BOX
- ELECTRICAL MANHOLE
- FLAG POLE
- MAILBOX
- TREE
- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL
- RIP-RAP

### SURVEYORS NOTES:

- THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
- DATE OF SURVEY: JANUARY 20, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 04/04/2011
- NO EVIDENCE OF RECENT EARTH WORK WAS OBSERVED AT THE TIME OF SURVEY.
- ACTUAL PROPERTY ACREAGE EQUALS 66.50 ACRES.

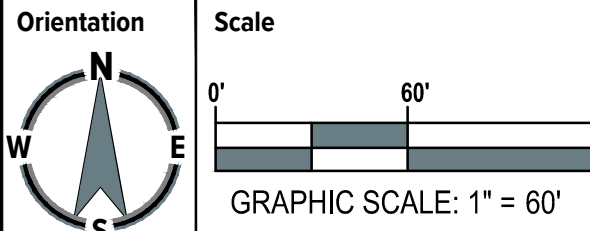
### SURVEYORS CERTIFICATE:

TO: MICHIGAN ECONOMIC DEVELOPMENT CORPORATION, THE MICHIGAN STRATEGIC FUND, MICHIGAN LAND BANK AUTHORITY, MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE AND CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 01/27/2023.

Jeffrey Evans, P.S.  
PROFESSIONAL SURVEYOR NO. 47637  
JEFF.EVANS@SME-USA.COM

Dated: \_\_\_\_\_



Project  
**MARSHALL MEGASITE**

Project Location  
**13712 13 MILE ROAD  
CERESCO, MI 49033  
CALHOUN COUNTY**

Sheet Name  
**ALTA/NSPS LAND TITLE  
SURVEY**

Surveyor's Seal

### Revisions

| REV | ISSUED FOR        | DATE       | BY  |
|-----|-------------------|------------|-----|
| 01  | ATTORNEY COMMENTS | 02-07-2023 | TPM |
|     |                   |            |     |
|     |                   |            |     |
|     |                   |            |     |
|     |                   |            |     |
|     |                   |            |     |

Date  
**02/28/2023**

SME Project No.  
**091434.03**

Project Manager:  
**J. EVANS**

Field Chief:  
**B. JACKSON**

CADD:  
**J. RUNYON**

Checked By:  
**S. WILSON**

Reviewed By:  
**J. EVANS**

Sheet No.  
**01**

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 24" X 36" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA.  
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME  
© 2023

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.



5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN   )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

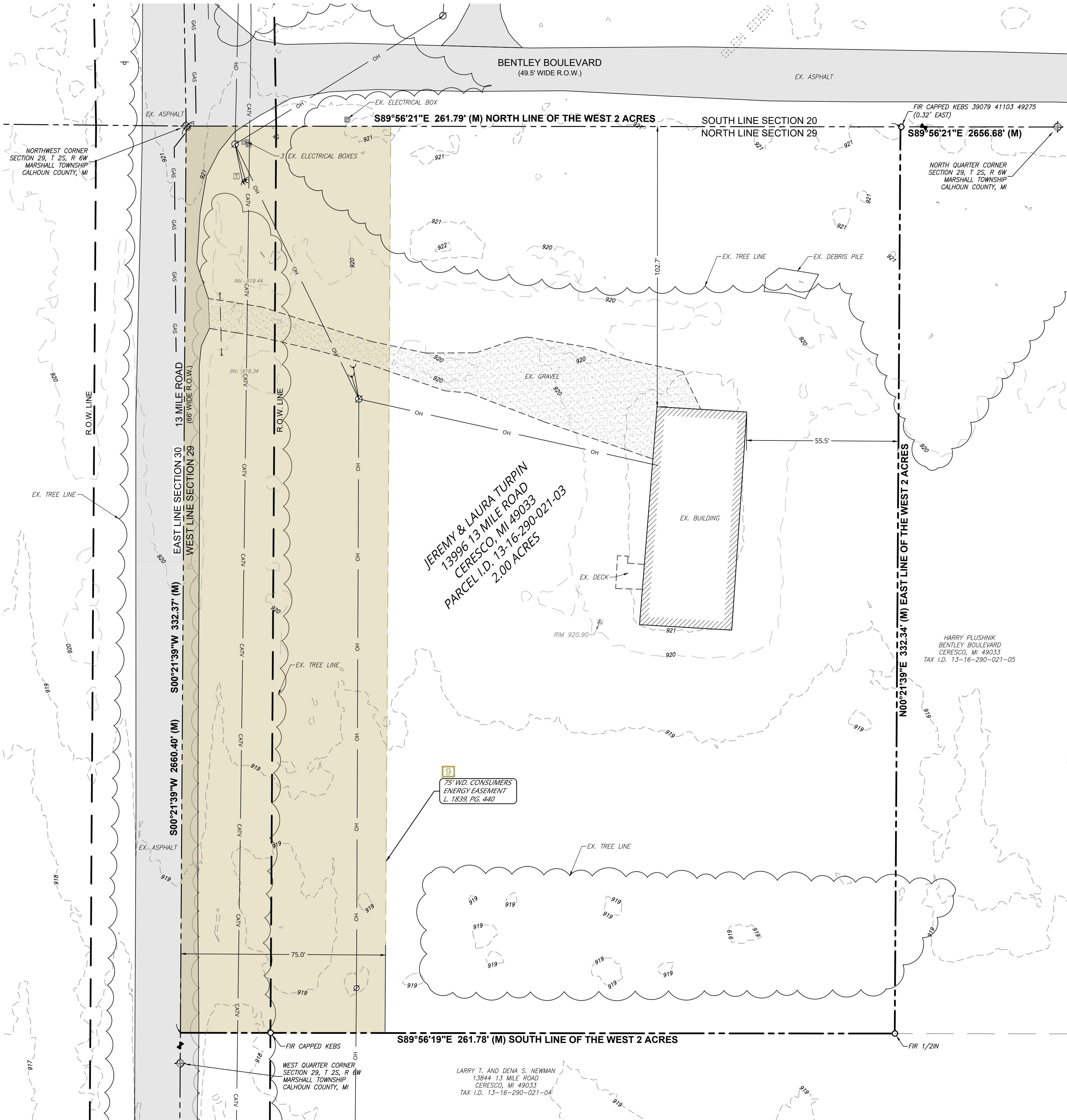
## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The West 2.0 acres of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

16-290-021-03





**UTILITY WARNING!!**  
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. LOCATIONS OBTAINED BY FRANCHISE UTILITY AGENCIES, MUNICIPAL AGENCIES AND/OR OWNER PROVIDED RECORD DRAWINGS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.

## LEGAL DESCRIPTION:

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE WEST 2.0 ACRES OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST.

## SCHEDULE B II EXCEPTIONS:

(PER CHICAGO TITLE TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131198495CML, WITH AND EFFECTIVE DATE OF FEBRUARY 7, 2023 AT 8:00 AM)

1 ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. (NOT A SURVEY MATTER)

a. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)

b. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. (AS SHOWN HEREIN)

c. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. (AS SHOWN HEREIN)

2 d. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)

e. ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. (NOT A SURVEY MATTER)

f. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)

3 NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REEVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. (NOT A SURVEY MATTER)

4 THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THE LAND. (NOT A SURVEY MATTER)

5 TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. (NOT A SURVEY MATTER)

6 RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. (NOT A SURVEY MATTER)

7 EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. (AS SHOWN HEREIN)

8 A MORTGAGE TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$110,000.00, DATED JUNE 29, 2020, JEREMY TURPIN AND LAURA BAGNALL-TURPIN AKA LAURA ANNA TURPIN, HUSBAND AND WIFE, MORTGAGOR, HONOR CREDIT UNION, MORTGAGEE, RECORDED ON JULY 28, 2020, IN LIBER 4439, PAGE 0596. (NOT A SURVEY MATTER)

9 RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 1839, PAGE 440. (AS SHOWN HEREIN)

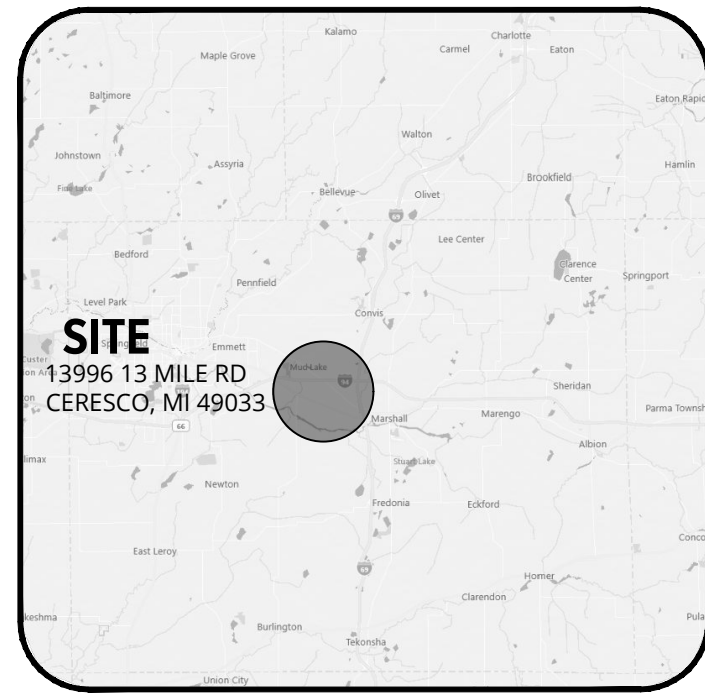
10 NOTE FOR INFORMATION: AN AFFIDAVIT OF AFFIXTURE AFFECTING THE LAND IS RECORDED AT LIBER 3216, PAGE 696. (NOT A SURVEY MATTER)

11 TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4642, PAGE 0631. (NOT A SURVEY MATTER)

12 ANY AND ALL OIL, GAS AND MINERAL RIGHTS AND RESERVATIONS OF EVERY KIND AND NATURE WHETHER RECORDED OR UNRECORDED AND ALL RIGHTS PERTINENT THERETO. (NOT A SURVEY MATTER)

13 RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF 13 MILE ROAD AND BENTLEY BOULEVARD. (AS SHOWN HEREIN)

14 GRANT OF RIGHTS AGREEMENT BETWEEN MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (THE "MEDC"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING, MI 48203, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, DATED \_\_\_\_\_, RECORDED ON \_\_\_\_\_, IN LIBER \_\_\_\_\_, PAGE \_\_\_\_\_. (NOT A SURVEY MATTER)



LOCATION MAP  
NOT TO SCALE

## EXISTING LEGEND

|                            |      |      |      |      |      |
|----------------------------|------|------|------|------|------|
| FIRE LINE                  | FL   | FL   | FL   | FL   | FL   |
| WATER MAIN                 | WTR  | WTR  | WTR  | WTR  | WTR  |
| STORM SEWER                | STM  | STM  | STM  | STM  | STM  |
| SANITARY SEWER             | SAN  | SAN  | SAN  | SAN  | SAN  |
| COMBINED SEWER             | COMP | COMP | COMP | COMP | COMP |
| CABLETV                    | CATV | CATV | CATV | CATV | CATV |
| OVERHEAD UTILITY           | OH   | OH   | OH   | OH   | OH   |
| FIBER OPTIC                | FO   | FO   | FO   | FO   | FO   |
| GAS                        | GAS  | GAS  | GAS  | GAS  | GAS  |
| ELECTRICAL                 | E    | E    | E    | E    | E    |
| FENCE                      | F    | F    | F    | F    | F    |
| HYDRANT                    | H    | H    | H    | H    | H    |
| GATE VALVE                 | G    | G    | G    | G    | G    |
| POST INDICATOR VALVE (PIV) | PIV  | PIV  | PIV  | PIV  | PIV  |
| WATER MAIN MANHOLE         | W    | W    | W    | W    | W    |
| SQUARE CATCH BASIN         | S    | S    | S    | S    | S    |
| ROUND CATCH BASIN          | R    | R    | R    | R    | R    |
| BEEHIVE CATCH BASIN        | B    | B    | B    | B    | B    |
| SANITARY MANHOLE           | SM   | SM   | SM   | SM   | SM   |
| END SECTION                | ES   | ES   | ES   | ES   | ES   |
| CULVERT                    | C    | C    | C    | C    | C    |
| STORM MANHOLE              | ST   | ST   | ST   | ST   | ST   |
| CLEAN OUT                  | CO   | CO   | CO   | CO   | CO   |
| SIGN                       | S    | S    | S    | S    | S    |
| UTILITY POLE               | U    | U    | U    | U    | U    |
| GUY WIRE                   | G    | G    | G    | G    | G    |
| LIGHT POLE                 | L    | L    | L    | L    | L    |
| LANDSCAPE LIGHT            | LL   | LL   | LL   | LL   | LL   |
| RISER                      | R    | R    | R    | R    | R    |
| ELECTRICAL BOX             | EB   | EB   | EB   | EB   | EB   |
| ELECTRICAL MANHOLE         | EM   | EM   | EM   | EM   | EM   |
| FLAG POLE                  | F    | F    | F    | F    | F    |
| MAILBOX                    | M    | M    | M    | M    | M    |
| TREE                       | T    | T    | T    | T    | T    |
| CONCRETE                   | C    | C    | C    | C    | C    |
| ASPHALT PAVEMENT           | A    | A    | A    | A    | A    |
| GRAVEL                     | G    | G    | G    | G    | G    |
| RIP-RAP                    | R    | R    | R    | R    | R    |

## SURVEYORS NOTES:

- THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
- DATE OF SURVEY: FEBRUARY 14, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- ACTUAL PROPERTY ACREAGE EQUALS 2.00 ACRES.
- SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 04/04/2011.
- EVIDENCE OF EARTH MOVING WORK WAS NOT OBSERVED AT THE TIME OF THE FIELD SURVEY.
- NO EVIDENCE OF CHANGES IN RIGHT OF WAY OBSERVED AT THE TIME OF THE FIELD SURVEY.

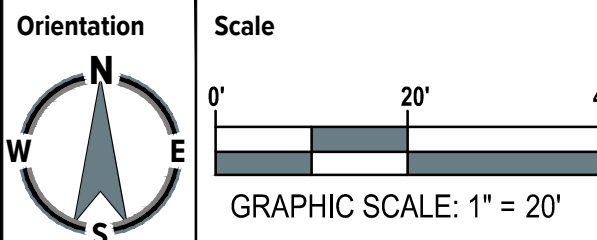
## SURVEYORS CERTIFICATE:

TO: (I) MICHIGAN ECONOMIC DEVELOPMENT CORPORATION; (II) THE MICHIGAN STRATEGIC FUND; (III) MICHIGAN LAND BANK AUTHORITY; (IV) MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE; (V) CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 13, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 02/14/2023.

JEFFREY EVANS, PS  
PROFESSIONAL SURVEYOR NO. 47637  
JEFF.EVANS@SME-USA.COM

Dated: \_\_\_\_\_

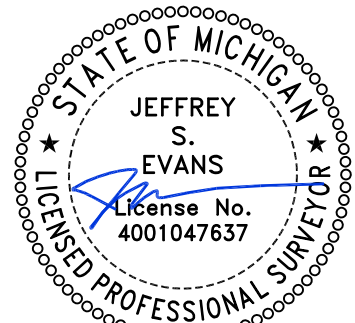


Project  
**MARSHALL MICHIGAN  
MEGASITE**

Project Location  
**13996 13 MILE ROAD,  
MARSHALL, MI 49033**

Sheet Name  
**ALTA/NSPS LAND TITLE  
SURVEY**

Surveyor's Seal



## Revisions

| REV | ISSUED FOR | DATE | BY |
|-----|------------|------|----|
|     |            |      |    |
|     |            |      |    |
|     |            |      |    |
|     |            |      |    |
|     |            |      |    |

Date  
**02/20/2023**

SME Project No.  
**091434.03**

Project Manager:  
**J. EVANS**

Field Chief:  
**B. JACKSON & J. GLEN**

CADD:  
**J. RUNYON**

Checked By:  
**S. WILSON**

Reviewed By:  
**J. EVANS**

Sheet No.  
**01**

DRAWING TITLE: SCALE: DEPICTED IS MEANT FOR 24" X 36" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE SHEET.  
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**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.



5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
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11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN        )  
                                      )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN    )

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\_\_\_\_\_

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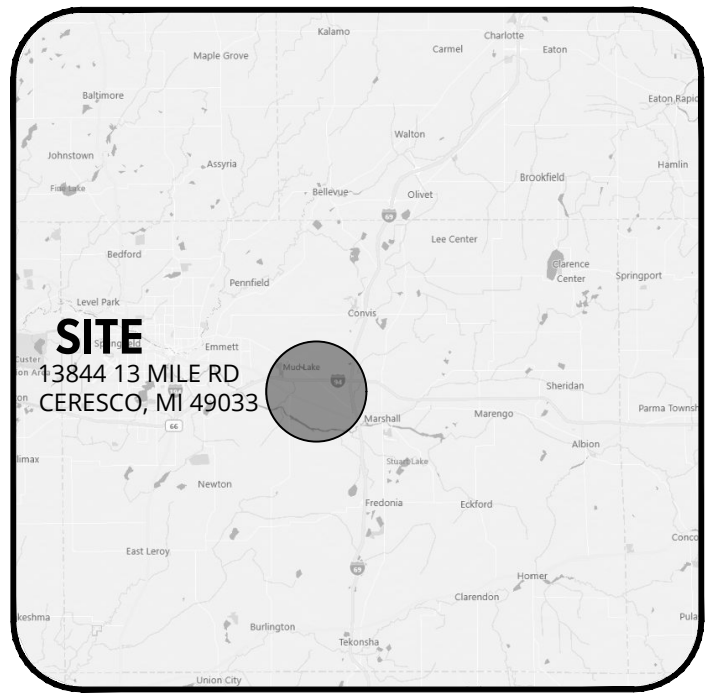
## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

16-290-021-04





LOCATION MAP  
NOT TO SCALE

EXISTING LEGEND

|                            |                     |                     |                     |                     |
|----------------------------|---------------------|---------------------|---------------------|---------------------|
| FIRE LINE                  | FL                  | FL                  | FL                  | FL                  |
| WATER MAIN                 | WTR                 | WTR                 | WTR                 | WTR                 |
| STORM SEWER                | STM                 | STM                 | STM                 | STM                 |
| SANITARY SEWER             | SAN                 | SAN                 | SAN                 | SAN                 |
| COMBINED SEWER             | COMP                | COMP                | COMP                | COMP                |
| CABLETV                    | CATV                | CATV                | CATV                | CATV                |
| OVERHEAD UTILITY           | OH                  | OH                  | OH                  | OH                  |
| FIBER OPTIC                | FO                  | FO                  | FO                  | FO                  |
| GAS                        | GAS                 | GAS                 | GAS                 | GAS                 |
| ELECTRICAL                 | E                   | E                   | E                   | E                   |
| FENCE                      | FENCE               | FENCE               | FENCE               | FENCE               |
| HYDRANT                    | HYDRANT             | HYDRANT             | HYDRANT             | HYDRANT             |
| GATE VALVE                 | GATE VALVE          | GATE VALVE          | GATE VALVE          | GATE VALVE          |
| POST INDICATOR VALVE (PIV) | PIV                 | PIV                 | PIV                 | PIV                 |
| WATER MAIN MANHOLE         | WATER MAIN MANHOLE  | WATER MAIN MANHOLE  | WATER MAIN MANHOLE  | WATER MAIN MANHOLE  |
| SQUARE CATCH BASIN         | SQUARE CATCH BASIN  | SQUARE CATCH BASIN  | SQUARE CATCH BASIN  | SQUARE CATCH BASIN  |
| ROUND CATCH BASIN          | ROUND CATCH BASIN   | ROUND CATCH BASIN   | ROUND CATCH BASIN   | ROUND CATCH BASIN   |
| BEEHIVE CATCH BASIN        | BEEHIVE CATCH BASIN | BEEHIVE CATCH BASIN | BEEHIVE CATCH BASIN | BEEHIVE CATCH BASIN |
| SANITARY MANHOLE           | SANITARY MANHOLE    | SANITARY MANHOLE    | SANITARY MANHOLE    | SANITARY MANHOLE    |
| END SECTION                | END SECTION         | END SECTION         | END SECTION         | END SECTION         |
| CULVERT                    | CULVERT             | CULVERT             | CULVERT             | CULVERT             |
| STORM MANHOLE              | STORM MANHOLE       | STORM MANHOLE       | STORM MANHOLE       | STORM MANHOLE       |
| CLEAN OUT                  | CLEAN OUT           | CLEAN OUT           | CLEAN OUT           | CLEAN OUT           |
| SIGN                       | SIGN                | SIGN                | SIGN                | SIGN                |
| UTILITY POLE               | UTILITY POLE        | UTILITY POLE        | UTILITY POLE        | UTILITY POLE        |
| GUY WIRE                   | GUY WIRE            | GUY WIRE            | GUY WIRE            | GUY WIRE            |
| LIGHT POLE                 | LIGHT POLE          | LIGHT POLE          | LIGHT POLE          | LIGHT POLE          |
| LANDSCAPE LIGHT            | LANDSCAPE LIGHT     | LANDSCAPE LIGHT     | LANDSCAPE LIGHT     | LANDSCAPE LIGHT     |
| RISER                      | RISER               | RISER               | RISER               | RISER               |
| ELECTRICAL BOX             | ELECTRICAL BOX      | ELECTRICAL BOX      | ELECTRICAL BOX      | ELECTRICAL BOX      |
| ELECTRICAL MANHOLE         | ELECTRICAL MANHOLE  | ELECTRICAL MANHOLE  | ELECTRICAL MANHOLE  | ELECTRICAL MANHOLE  |
| FLAG POLE                  | FLAG POLE           | FLAG POLE           | FLAG POLE           | FLAG POLE           |
| MAILBOX                    | MAILBOX             | MAILBOX             | MAILBOX             | MAILBOX             |
| TREE                       | TREE                | TREE                | TREE                | TREE                |
| CONCRETE                   | CONCRETE            | CONCRETE            | CONCRETE            | CONCRETE            |
| ASPHALT PAVEMENT           | ASPHALT PAVEMENT    | ASPHALT PAVEMENT    | ASPHALT PAVEMENT    | ASPHALT PAVEMENT    |
| GRAVEL                     | GRAVEL              | GRAVEL              | GRAVEL              | GRAVEL              |
| RIP-RAP                    | RIP-RAP             | RIP-RAP             | RIP-RAP             | RIP-RAP             |

LEGAL DESCRIPTION PER TITLE POLICY:

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29,  
TOWN 2 SOUTH, RANGE 6 WEST.

SCHEDULE B II EXCEPTIONS:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131199044CM, WITH AND EFFECTIVE DATE OF FEBRUARY 10, 2023 AT 8:00 AM)

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. (AS SHOWN HEREIN)
- RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. (BLANKET IN NATURE)
- EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. (BLANKET IN NATURE)
- ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
- ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. (NOT A SURVEY MATTER)
- TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
- NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. (NOT A SURVEY MATTER)
- THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THE LAND. (NOT A SURVEY MATTER)
- TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. (NOT A SURVEY MATTER)
- RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. (NOT A SURVEY MATTER)
- EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. (AS SHOWN HEREIN)
- FUTURE ADVANCE MORTGAGE TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$50,000.00, FROM LARRY T. NEWMAN AND DENA S. NEWMAN, HUSBAND AND WIFE, MORTGAGOR, TO KELLOGG COMMUNITY CU, MORTGAGEE, DATED APRIL 20, 2021, RECORDED ON MAY 4, 2021, IN LIBER 4534, PAGE 0824. (NOT A SURVEY MATTER)
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4652, PAGE 0412 AND RE-RECORDED IN LIBER 4653, PAGE 0233. (NOT A SURVEY MATTER)
- AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, DATED JANUARY 25, 1983, THEO M. CORLIS, A SINGLE WOMAN, LESSOR, RUSSELL BELLO, LESSEE, RECORDED ON FEBRUARY 1, 1983, AS LIBER 1266, PAGE 662 AND ANY ASSIGNMENTS THEREOF. (NOT A SURVEY MATTER)
- AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, DATED JULY 27, 1966, THEO M. CORLIS (SINGLE), LESSOR, THOMAS B. MASK, LESSEE, RECORDED ON NOVEMBER 23, 1966, AS LIBER 877, PAGE 83 AND ANY ASSIGNMENTS THEREOF. (NOT A SURVEY MATTER)
- RIGHTS OF WAY AND/OR EASEMENTS(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 1839, PAGE 441 AND IN LIBER 1839, PAGE 442. (AS SHOWN HEREIN)
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF 13 MILE ROAD, (13 MILE ROAD (66' R.O.W.) EAST R.O.W. LINE AS DEPICTED HEREIN)
- GRANT OF RIGHTS AGREEMENT BETWEEN THE MICHIGAN STRATEGIC FUND (THE "MSF"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING, MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, WHOSE ADDRESS IS 323 WEST MICHIGAN AVENUE, MARSHALL, MICHIGAN 49068 ("MAEDA"), DATED \_\_\_\_\_, RECORDED ON \_\_\_\_\_ IN LIBER \_\_\_\_\_, PAGE \_\_\_\_\_. (NOT A SURVEY MATTER)

SURVEYORS NOTES:

- THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
- DATE OF SURVEY: FEBRUARY 14, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- ACTUAL PROPERTY ACREAGE EQUALS 10.15 ACRES.
- SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 04/04/2011.
- EVIDENCE OF EARTH MOVING WORK WAS NOT OBSERVED AT THE TIME OF THE FIELD SURVEY.
- NO EVIDENCE OF CHANGES IN RIGHT OF WAY OBSERVED AT THE TIME OF THE FIELD SURVEY.

SURVEYORS CERTIFICATE:

TO: (I) MICHIGAN ECONOMIC DEVELOPMENT CORPORATION; (II) THE MICHIGAN STRATEGIC FUND; (III) MICHIGAN LAND BANK AUTHORITY; (IV) MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE; (V) CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 13, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 02/14/2023.

JEFFREY EVANS, PS  
PROFESSIONAL SURVEYOR NO. 47637  
JEFF.EVANS@SME-USA.COM

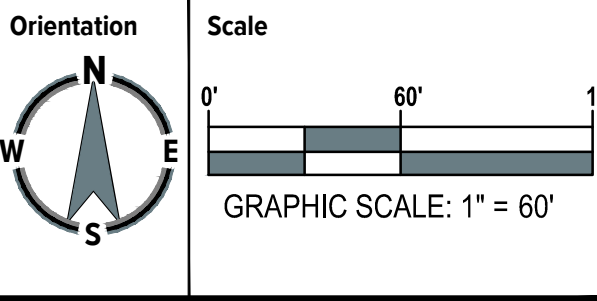
Dated: \_\_\_\_\_

UTILITY WARNING!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. LOCATIONS OBTAINED BY FRANCHISE UTILITY AGENCIES, MUNICIPAL AGENCIES AND/OR OWNER PROVIDED RECORD DRAWINGS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.

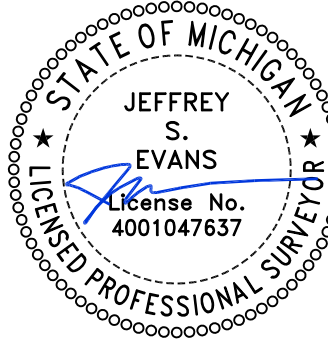


Project  
**MARSHALL MEGASITE**

Project Location  
**13844 13 MILE ROAD,  
CERESCO, MI 49033**

Sheet Name  
**ALTA/NSPS LAND TITLE  
SURVEY**

Surveyor's Seal



Revisions

| REV | ISSUED FOR | DATE | BY |
|-----|------------|------|----|
|     |            |      |    |
|     |            |      |    |
|     |            |      |    |
|     |            |      |    |
|     |            |      |    |
|     |            |      |    |
|     |            |      |    |

Date

02/22/2023

SME Project No.

091434.03

Project Manager:

J. EVANS

Field Chief:

B. JACKSON & J. GLEN

CADD:

J. RUNYON & T. MAHANY

Checked By:

S. WILSON

Reviewed By:

J. EVANS

Sheet No.

01

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WITNESSES:

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\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN    )

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\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_



WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN    )

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\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

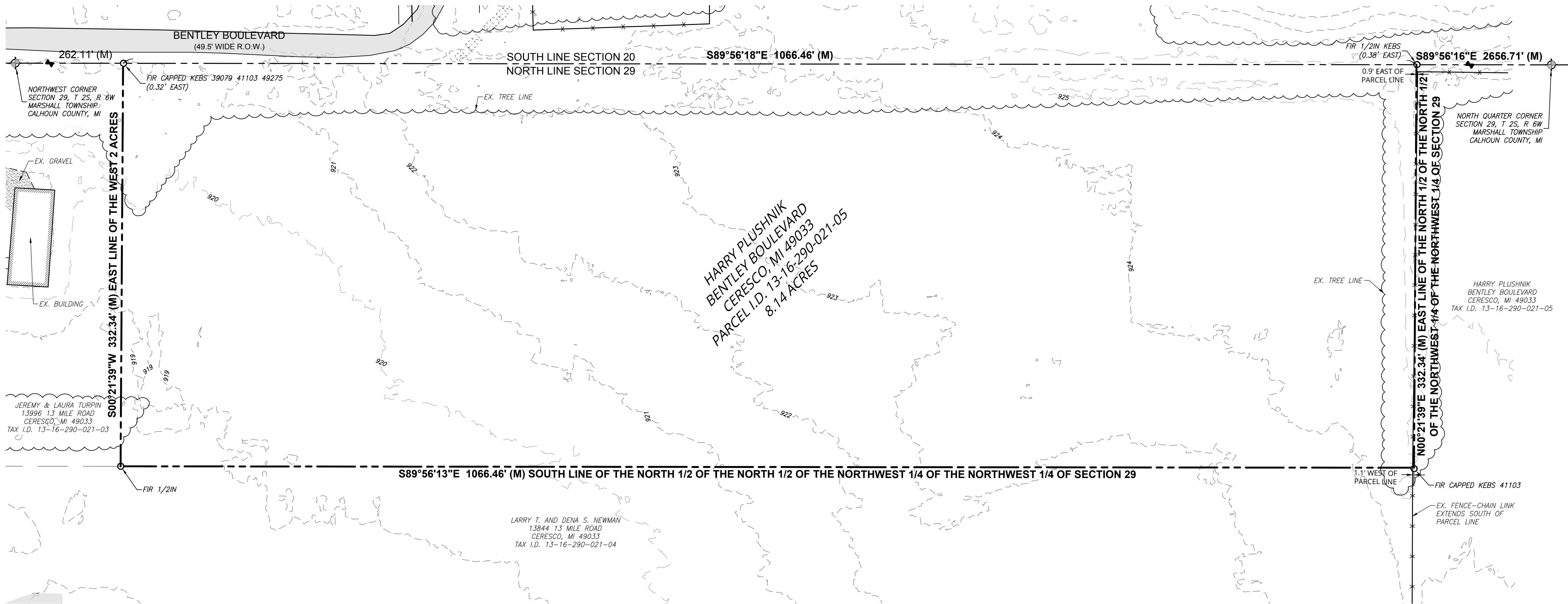
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## **SCHEDULE 1**

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The North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West, EXCEPT the West 2.0 acres thereof.

16-290-021-05



LOCATION MAP  
NOT TO SCALE

#### EXISTING LEGEND

|                            |      |      |      |      |      |
|----------------------------|------|------|------|------|------|
| FIRE LINE                  | FL   | FL   | FL   | FL   | FL   |
| WATER MAIN                 | WTR  | WTR  | WTR  | WTR  | WTR  |
| STORM SEWER                | STM  | STM  | STM  | STM  | STM  |
| SANITARY SEWER             | SAN  | SAN  | SAN  | SAN  | SAN  |
| COMBINED SEWER             | COMB | COMB | COMB | COMB | COMB |
| CABLETV                    | CATV | CATV | CATV | CATV | CATV |
| OVERHEAD UTILITY           | OH   | OH   | OH   | OH   | OH   |
| FIBER OPTIC                | FO   | FO   | FO   | FO   | FO   |
| GAS                        | GAS  | GAS  | GAS  | GAS  | GAS  |
| ELECTRICAL                 | E    | E    | E    | E    | E    |
| FENCE                      |      |      |      |      |      |
| HYDRANT                    |      |      |      |      |      |
| GATE VALVE                 |      |      |      |      |      |
| POST INDICATOR VALVE (PIV) |      |      |      |      |      |
| WATER MAIN MANHOLE         |      |      |      |      |      |
| SQUARE CATCH BASIN         |      |      |      |      |      |
| ROUND CATCH BASIN          |      |      |      |      |      |
| BEEHIVE CATCH BASIN        |      |      |      |      |      |
| SANITARY MANHOLE           |      |      |      |      |      |
| END SECTION                |      |      |      |      |      |
| CULVERT                    |      |      |      |      |      |
| STORM MANHOLE              |      |      |      |      |      |
| CLEAN OUT                  |      |      |      |      |      |
| SIGN                       |      |      |      |      |      |
| UTILITY POLE               |      |      |      |      |      |
| GUY WIRE                   |      |      |      |      |      |
| LIGHT POLE                 |      |      |      |      |      |
| LANDSCAPE LIGHT            |      |      |      |      |      |
| RISER                      |      |      |      |      |      |
| ELECTRICAL BOX             |      |      |      |      |      |
| ELECTRICAL MANHOLE         |      |      |      |      |      |
| FLAG POLE                  |      |      |      |      |      |
| MAILBOX                    |      |      |      |      |      |
| TREE                       |      |      |      |      |      |
| CONCRETE                   |      |      |      |      |      |
| ASPHALT PAVEMENT           |      |      |      |      |      |
| GRAVEL                     |      |      |      |      |      |
| RIP-RAP                    |      |      |      |      |      |

#### LEGAL DESCRIPTION:

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL, THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST, EXCEPT THE WEST 2.0 ACRES THEREOF.

#### SCHEDULE B II EXCEPTIONS:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131195432CTM, WITH AND EFFECTIVE DATE OF DECEMBER 8TH, 2022 AT 8:00 AM)

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A SURVEY MATTER, NOTHING TO DEPICT)**
  - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
  - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **(BLANKET IN NATURE)**
  - EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. **(BLANKET IN NATURE)**
  - ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
  - ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. **(NOT A SURVEY MATTER)**
  - TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. **(NOT A SURVEY MATTER)**
- THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LIEVED AS TAXES AGAINST THE LAND. **(NOT A SURVEY MATTER)**
- TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. **(NOT A SURVEY MATTER)**
- RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. **(NOT A SURVEY MATTER)**
- EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. **(NOTHING TO DEPICT)**
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4642, PAGE 0639. **(NOT A SURVEY MATTER)**
- ANY AND ALL OIL, GAS AND MINERAL RIGHTS AND RESERVATIONS OF EVERY KIND AND NATURE WHETHER RECORDED OR UNRECORDED AND ALL RIGHTS PERTINENT THERETO. **(NOT A SURVEY MATTER)**
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF BENTLEY BOULEVARD. **(THE SOUTH LINE OF BENTLEY BOULEVARD NORTH LINE OF SECTION 29 AS DEPICTED)**
- GRANT OF RIGHTS AGREEMENT BETWEEN MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (THE "MEDC"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING, MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, DATED \_\_\_\_\_, RECORDED ON \_\_\_\_\_ IN LIBER \_\_\_\_\_, PAGE \_\_\_\_\_. **(NOT A SURVEY MATTER)**

#### SURVEYORS NOTES:

- THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
- DATE OF SURVEY: FEBRUARY 14, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
- ACTUAL PROPERTY ACREAGE EQUALS 8.14 ACRES.
- SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 07/04/2011.
- EVIDENCE OF EARTH MOVING WORK WAS NOT OBSERVED AT THE TIME OF FIELD SURVEY.
- NO EVIDENCE OF CHANGES IN RIGHT OF WAY OBSERVED AT THE TIME OF FIELD SURVEY.

#### SURVEYORS CERTIFICATE:

TO: (I) MICHIGAN ECONOMIC DEVELOPMENT CORPORATION; (II) THE MICHIGAN STRATEGIC FUND; (III) MICHIGAN LAND BANK AUTHORITY; (IV) MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE; (V) CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2,3,4,5,8,13,16,17,18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 02/11/2021.

\_\_\_\_\_  
JEFFREY EVANS, P5  
PROFESSIONAL SURVEYOR NO. 47637  
JEFF.EVANS@SME-USA.COM

\_\_\_\_\_  
Dated: \_\_\_\_\_

**UTILITY WARNING!!**  
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. LOCATIONS OBTAINED BY FRANCHISE UTILITY AGENCIES, MUNICIPAL AGENCIES AND/OR OWNER PROVIDED RECORD DRAWINGS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.  
**Know what's below.  
Call before you dig.**

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.



5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

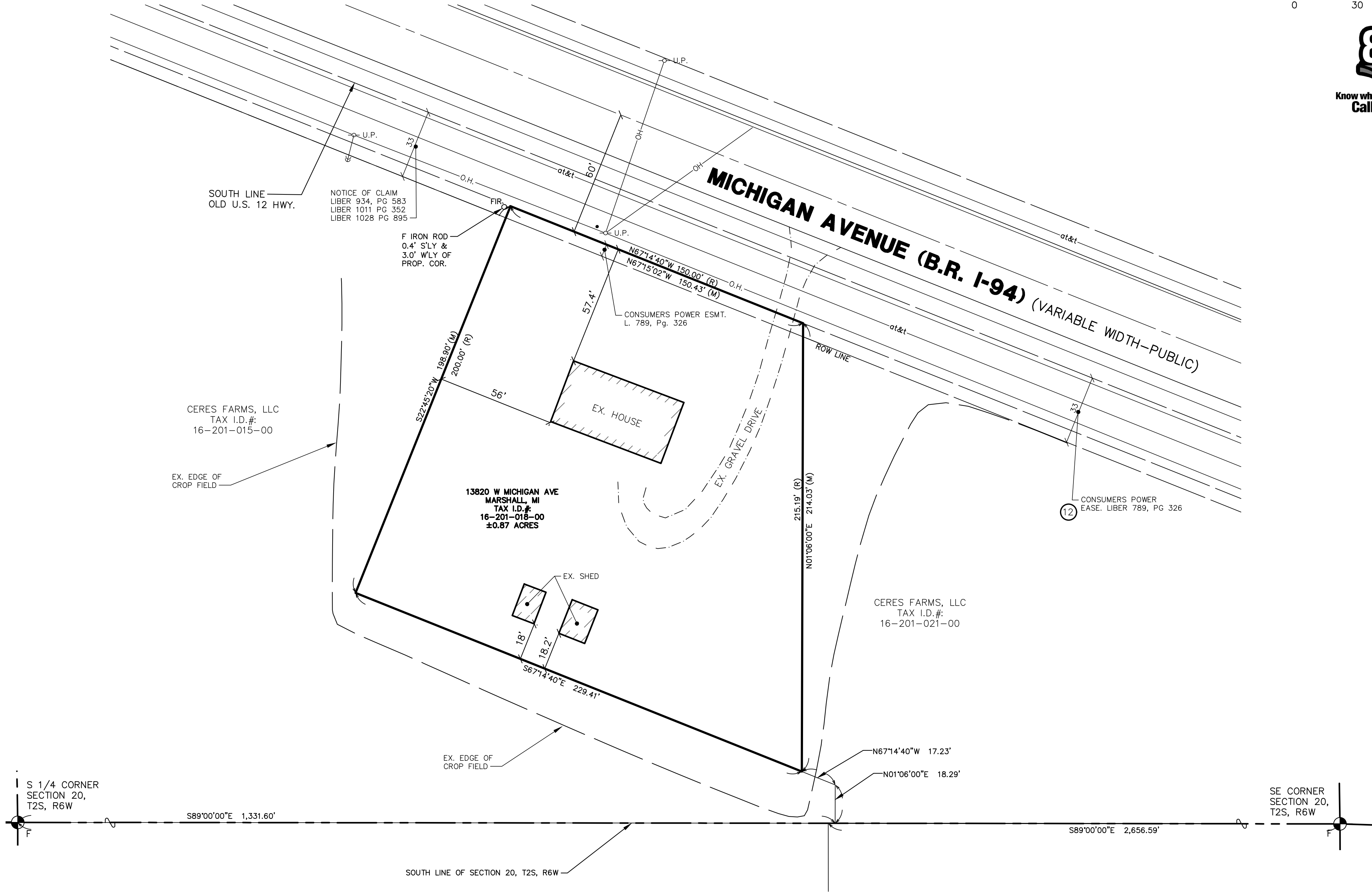
## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

A Parcel of land in the Southwest Quarter of the Southeast Quarter of Section 20, Township 2 South Range 6 West, described as follows: Beginning at a point distant South 89 degrees 00 minutes East, 1331.6 feet, North 01 degree 06 minutes East. 18.29 and North 67 degrees 14 minutes 40 seconds West. 17.23 feet from the South Quarter post of said Section 20, thence North 01 degree 06 minutes East 215.19 feet; thence North 67 degrees 14 minutes 40 seconds West, 150 feet parallel to and distant 60 feet from the centerline of the Battle Creek-Marshall Road; thence South 22 degrees 45 minutes 20 seconds West. 200 feet; thence South 67 degrees 14 minutes 40 seconds East 229.41 to the place of beginning.

16-201-018-00





LEGEND

- U.P. EXIST. UTILITY POLE
- GUY WIRE
- OH EXIST. OVERHEAD UTILITY LINE
- at&t EXIST. AT&T LINE
- SECTION CORNER

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

SURVEYORS CERTIFICATE

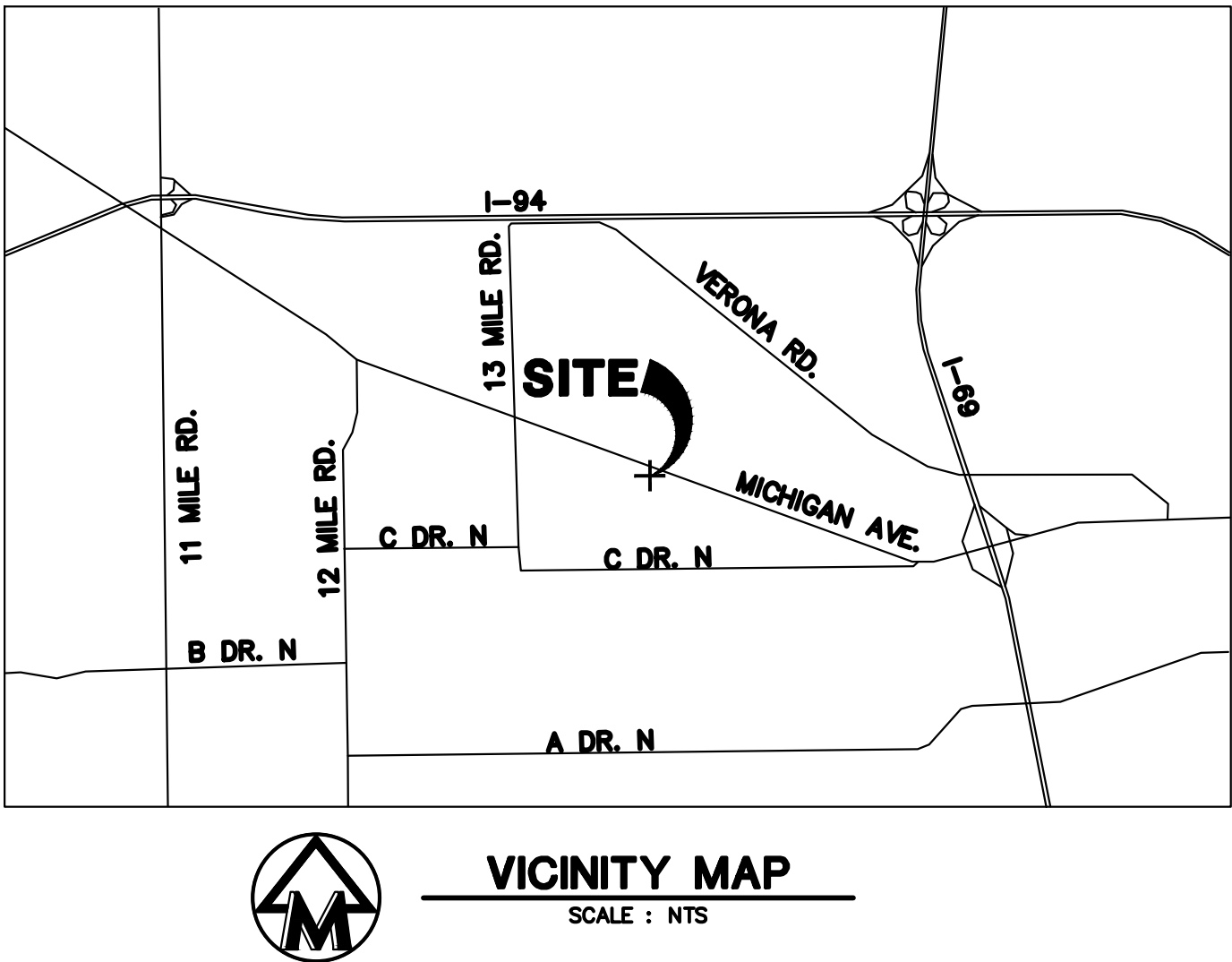
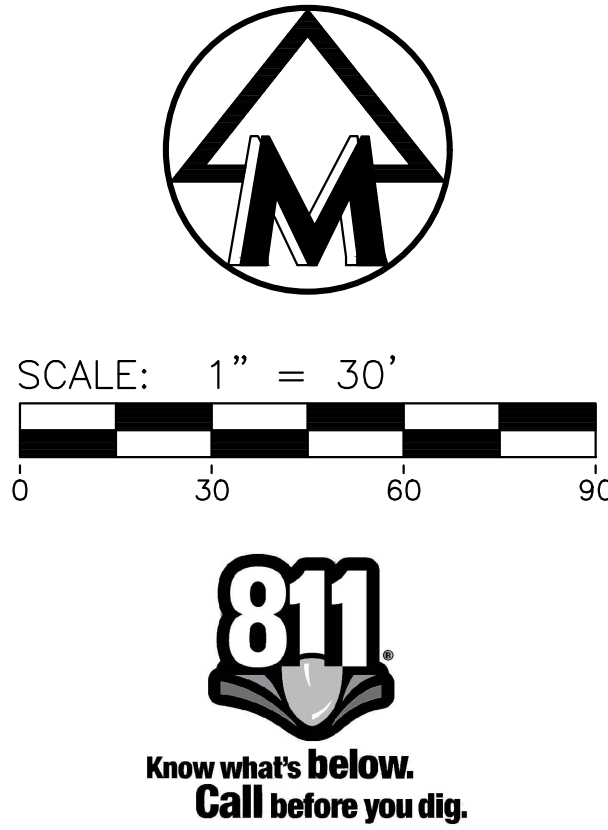
To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 6, 2023

MIDWESTERN CONSULTING, LLC.

By: Patrick L. Hastings, P.S. No. 37277

Date: February 22, 2023



LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131198497CML, DATED February 3, 2023)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH RANGE 6 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 00 MINUTES EAST, 1331.6 FEET, NORTH 01 DEGREE 06 MINUTES EAST, 18.29 AND NORTH 67 DEGREES 14 MINUTES 40 SECONDS WEST, 17.23 FEET FROM THE SOUTH QUARTER POST OF SAID SECTION 20, THENCE NORTH 01 DEGREE 06 MINUTES EAST 215.19 FEET; THENCE NORTH 67 DEGREES 14 MINUTES 40 SECONDS WEST, 150 FEET PARALLEL TO AND DISTANT 60 FEET FROM THE CENTERLINE OF THE BATTLE CREEK-MARSHALL ROAD; THENCE SOUTH 22 DEGREES 45 MINUTES 20 SECONDS WEST, 200 FEET; THENCE SOUTH 67 DEGREES 14 MINUTES 40 SECONDS EAST 229.41 TO THE PLACE OF BEGINNING.

EXCEPTIONS

- TERMS, COVENANTS, AND CONDITIONS OF OPTION AGREEMENT, RECORDED IN LIBER 4593, PAGE 234. (EXPIRED 9/30/2022)
- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDED AS DOCUMENT NO. LIBER 852, PAGE 1259.
- AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, DATED JANUARY 3, 1959, HARRY L. MUTCH AND WIFE, LORRAINE J. MUTCH, LESSOR, THE OSCEOLA REFINING COMPANY, LESSEE, RECORDED ON JANUARY 8, 1959, AS DOCUMENT NO. LIBER 765, PAGE 102
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS RECORDING NO. LIBER 789, PAGE 326.
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
- GRANT OF RIGHTS AGREEMENT BETWEEN THE MICHIGAN STRATEGIC FUND (THE "MSF"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, WHOSE ADDRESS IS 323 WEST MICHIGAN AVENUE, MARSHALL, MICHIGAN 49068 ("MAEDA"), DATED \_\_\_\_\_, RECORDED ON \_\_\_\_\_ IN LIBER \_\_\_\_\_ PAGE \_\_\_\_\_

NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131198497CML WITH AN EFFECTIVE DATE OF FEBRUARY 3, 2023.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

BALDWIN ALTA  
ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND  
LOCATED IN THE SW 1/4 OF SECTION 20, T2S, R6W,  
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

|                            |       |                    |              |
|----------------------------|-------|--------------------|--------------|
| JOB No.                    | 22367 | DATE: 2/8/2023     | SHEET 1 OF 1 |
| REVISED per new commitment |       | REV. DATE: 2/22/23 | CADD: SSH    |
|                            |       | ENG: PLH           | PLH          |
|                            |       | TECH: PLH          | PLH          |
|                            |       | 22367-ALTA-BALDWIN | PLH          |

MIDWESTERN CONSULTING  
3845 Plaza Drive Ann Arbor, Michigan 48108  
(734) 995-0200 • www.midwesternconsulting.com  
Land Development • Land Survey • Institutional • Municipal  
Wireless Communications • Transportation • Landfill Services

CALHOUN COUNTY

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_



WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

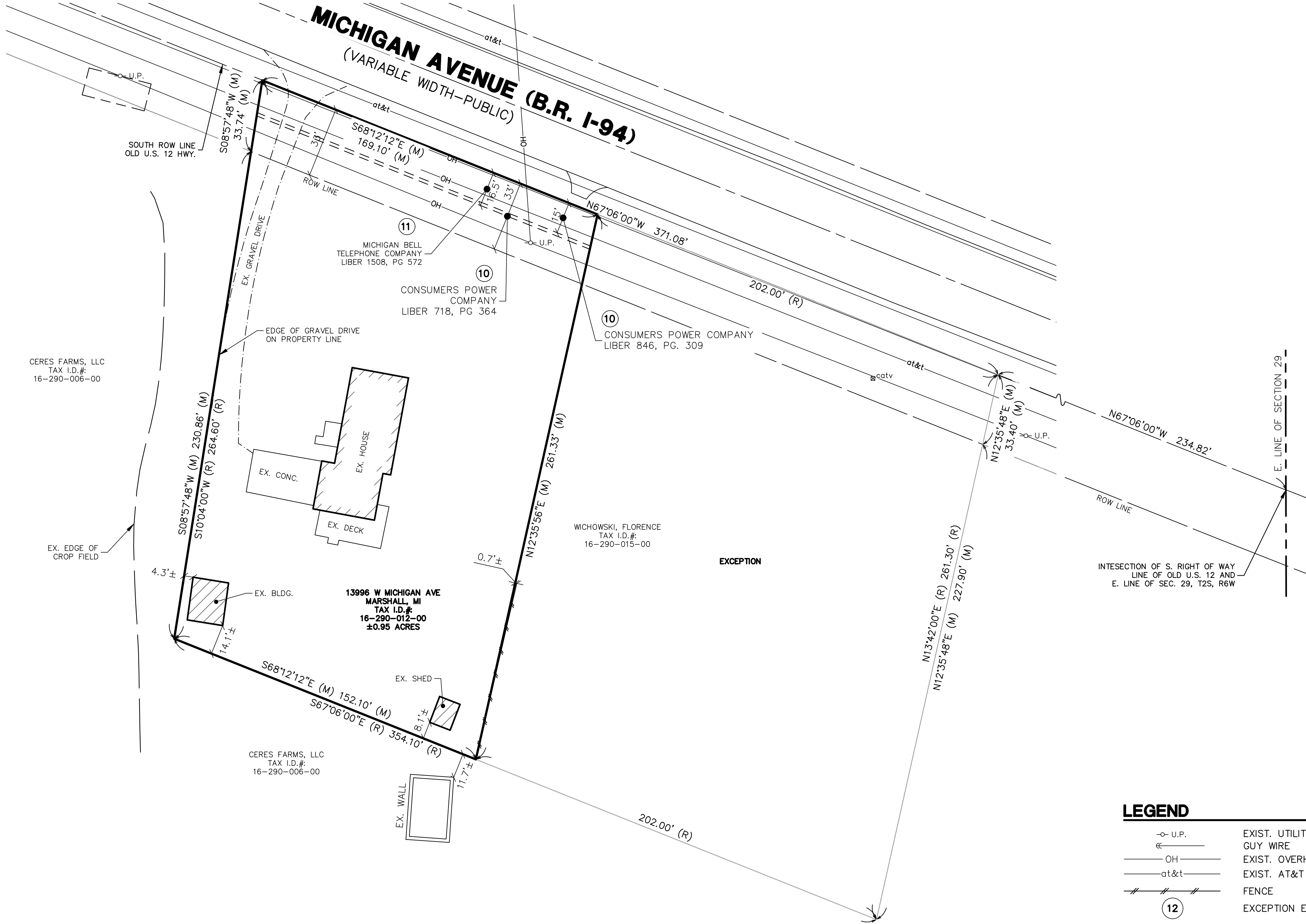
## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

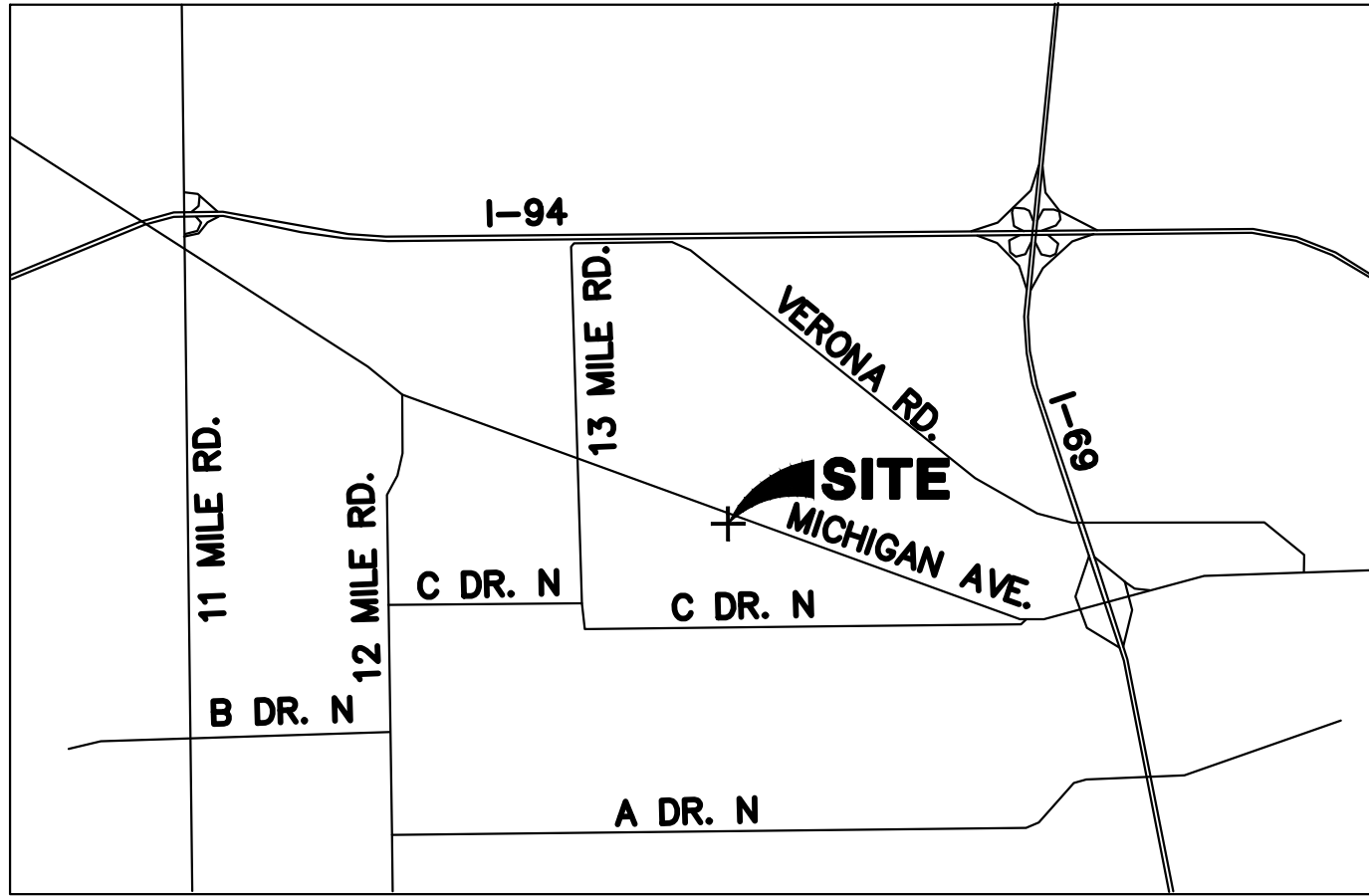
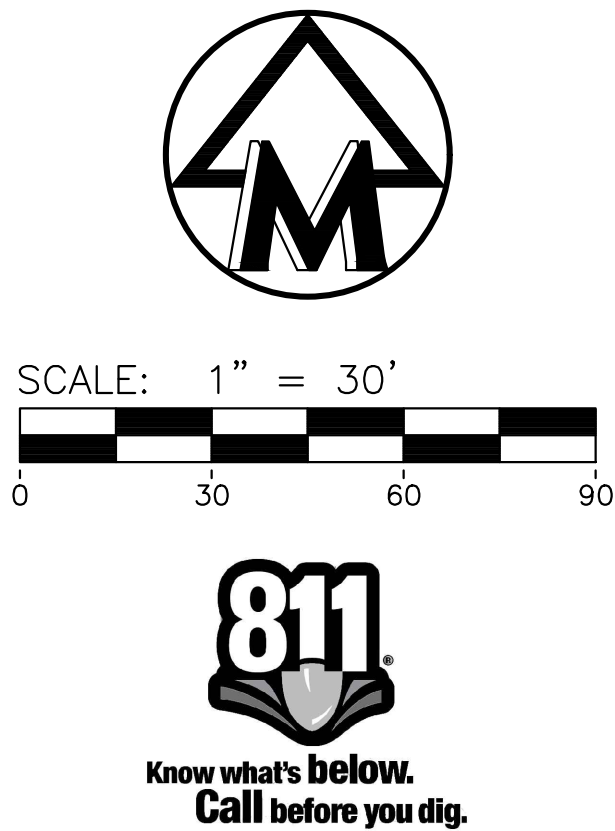
Beginning on the South line of Highway U.S. 12 (Michigan Avenue) at a point distant North 67 degrees 06 minutes West, 234.82 feet from its intersection with the East line of Section 29, Township 2 South, Range 6 West, and running thence North 67 degrees 06 minutes West along said South line of Highway U.S. 12, 371.08 feet; thence South 10 degrees 04 minutes West 264.6 feet; thence South 67 degrees 06 minutes East, parallel with said U.S. 12, 354.1 feet; thence North 13 degrees 42 minutes East 261.3 feet to the place of beginning; EXCEPTING therefrom the Easterly 202 feet of the above described parcel.

16-290-012-00





The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



VICINITY MAP  
SCALE : NTS

### LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131198921CML, COMMITMENT DATE: FEBRUARY 7, 2023 AT 8:00 AM.)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

BEGINNING ON THE SOUTH LINE OF HIGHWAY U.S. 12 (MICHIGAN AVENUE) AT A POINT DISTANT NORTH 67 DEGREES 06 MINUTES WEST, 234.82 FEET FROM ITS INTERSECTION WITH THE EAST LINE OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AND RUNNING THENCE NORTH 67 DEGREES 06 MINUTES WEST ALONG SAID SOUTH LINE OF HIGHWAY U.S. 12, 371.08 FEET; THENCE SOUTH 10 DEGREES 04 MINUTES WEST 264.6 FEET; THENCE SOUTH 67 DEGREES 06 MINUTES EAST, PARALLEL WITH SAID U.S. 12, 354.1 FEET; THENCE NORTH 13 DEGREES 42 MINUTES EAST 261.3 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE EASTERLY 202 FEET OF THE ABOVE DESCRIBED PARCEL.

### EXCEPTIONS

9. TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH IN LIBER 4627, PAGE 66. (AFFECTS SUBJECT PARCEL BLANKET IN NATURE)
10. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS RECORDING NO. LIBER 718, PAGE 364 AND LIBER 846, PAGE 309. (AFFECTS SUBJECT PARCEL AS SHOWN)
11. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO MICHIGAN BELL TELEPHONE COMPANY, RECORDED AS DOCUMENT NO. LIBER 1508, PAGE 572. (AFFECTS SUBJECT PARCEL AS SHOWN)
12. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
14. GRANT OF RIGHTS AGREEMENT BETWEEN THE MICHIGAN STRATEGIC FUND (THE "MSF"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, WHOSE ADDRESS IS 323 WEST MICHIGAN AVENUE, MARSHALL, MICHIGAN 49068 ("MAEDA"), DATED \_\_\_\_\_, RECORDED ON \_\_\_\_\_ IN LIBER \_\_\_\_\_ PAGE \_\_\_\_\_

### NOTES

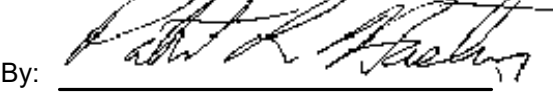
- 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 131198921CML WITH AN EFFECTIVE DATE OF FEBRUARY 7, 2023.
- 2) THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011. FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 4) THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 5) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 6) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- 7) THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- 8) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

### SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 13, 2023

MIDWESTERN CONSULTING, L.L.C.

By:   
Patrick L. Hastings, P.S. No. 37277

Date: February 8, 2023



G. & M. ISERNIA ALTA

ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 29, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

JOB No. 22367

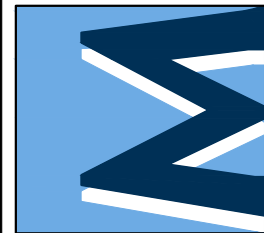
REVISIONS:  
Revised per updated commitment

DATE: 2/8/2023  
SHEET 1 OF 1  
REV. DATE: 2/22/23  
CADD: ENG: PLH  
FIR: PLH  
TECH. Q.W.  
22367-ALTA-ISERNIA  
FSB

CLIENT  
CALHOUN COUNTY

MIDWESTERN  
CONSULTING

385 Plaza Drive Ann Arbor, Michigan 48108  
(734) 995-0200 • www.midwesternconsulting.com  
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**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.



5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

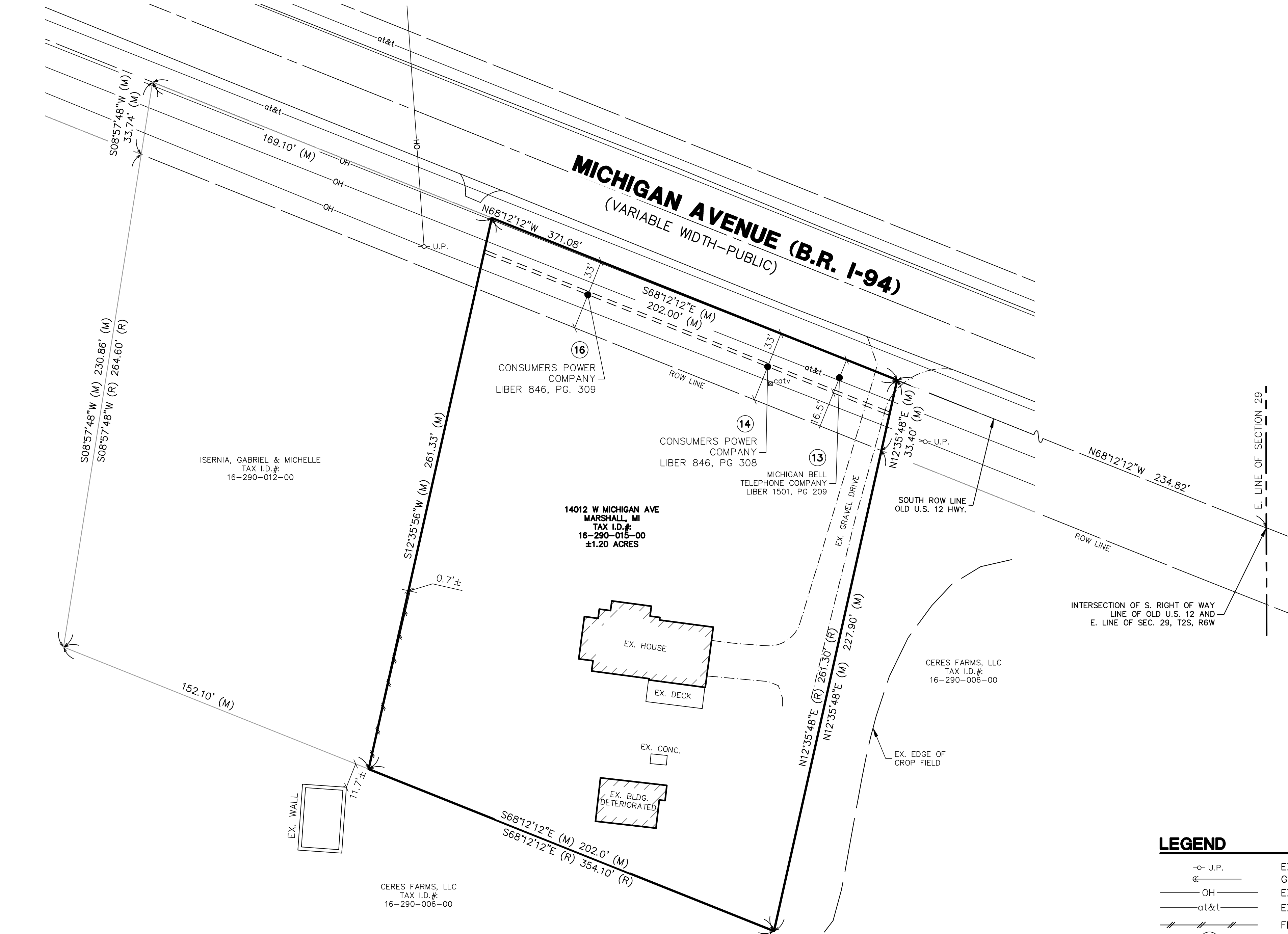
## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

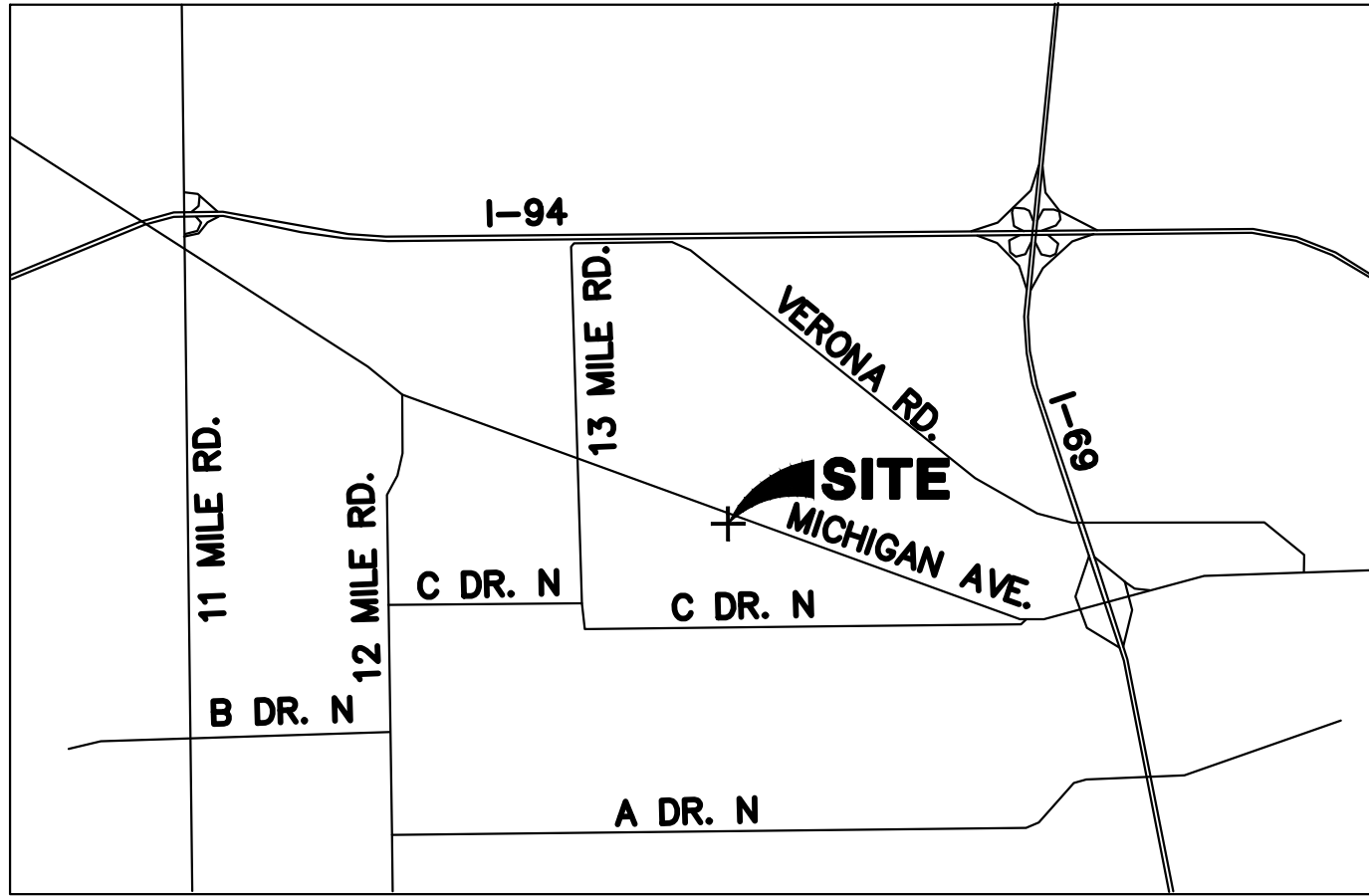
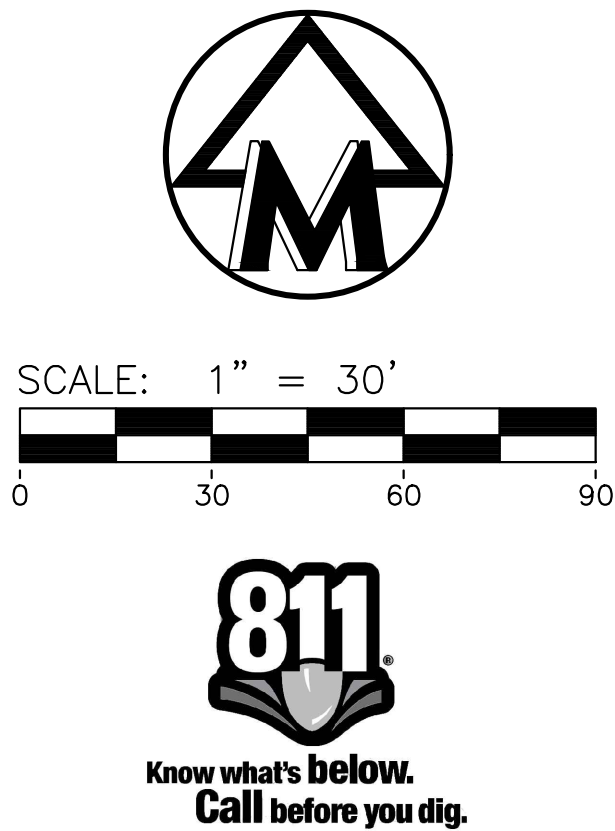
The Easterly 202 feet of the following described parcel: Beginning on the South line of Highway U.S. 12 (Michigan Avenue) at a point distant North 67 degrees 06 minutes West 234.82 feet from its intersection with the East line of Section 29, Town 2 South, Range 6 West and running thence North 67 degrees 06 minutes West along said South line of Highway U.S. 12, 371.08 feet; thence South 10 degrees 04 minutes West 264.6 feet; thence South 67 degrees 06 minutes East parallel with said U.S. 12, 354.1 feet; thence North 13 degrees 42 minutes East 261.3 feet to the place of beginning.

16-290-015-00





The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



VICINITY MAP  
SCALE : NTS

### LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131195418CTM, COMMITMENT DATE: DECEMBER 8, 2022 AT 8:00 AM.)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE EASTERLY 202 FEET OF THE FOLLOWING DESCRIBED PARCEL: BEGINNING ON THE SOUTH LINE OF HIGHWAY U.S. 12 (MICHIGAN AVENUE) AT A POINT DISTANT NORTH 67 DEGREES 06' WEST 234.82 FEET FROM ITS INTERSECTION WITH THE EAST LINE OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST AND RUNNING THENCE NORTH 67 DEGREES 06' WEST ALONG SAID SOUTH LINE OF HIGHWAY U.S. 12, 371.08 FEET; THENCE SOUTH 10 DEGREES 04' WEST 264.6 FEET; THENCE SOUTH 67 DEGREES 06' EAST PARALLEL WITH SAID U.S. 12, 354.1 FEET; THENCE NORTH 13 DEGREES 42' EAST 261.3 FEET TO THE PLACE OF BEGINNING.

### EXCEPTIONS

13. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MICHIGAN BELL TELEPHONE COMPANY IN A DOCUMENT RECORDED AS LIBER 1501, PAGE 209. (AFFECTS SUBJECT PARCEL AS SHOWN)
14. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 846, PAGE 308. (AFFECTS SUBJECT PARCEL AS SHOWN)
15. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, DATED DECEMBER 20, 1958, CLYDE J. BEHL AND MARYANN BEHL (HUSBAND AND LESSOR, LESTER A. SHIMMEL, LESSEE, RECORDED AS LIBER 813, PAGE 83 AND ANY ASSIGNMENTS THEREOF. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
16. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 718, PAGE 364. (AFFECTS SUBJECT PARCEL AS SHOWN)
17. TERMS, COVENANTS, AND CONDITIONS OF OPTION AGREEMENT SET FORTH AS LIBER 4593, PAGE 224. (EXPIRED 10/4/2022).
18. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.

### NOTES

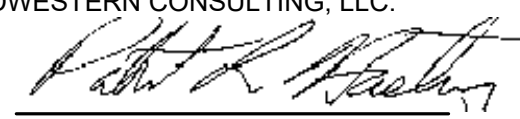
- 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 131195418CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022.
- 2) THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 4) THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 5) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 6) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- 7) THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- 8) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

### SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 13, 2023

MIDWESTERN CONSULTING, LLC.

By:   
Patrick L. Hastings, P.S. No. 37277

Date: February 8, 2023



## FLORENCE WICHOWSKI ALTA

ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND  
LOCATED IN THE NE 1/4 OF SECTION 29, T2S, R6W,  
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

# 1

JOB No. 22367

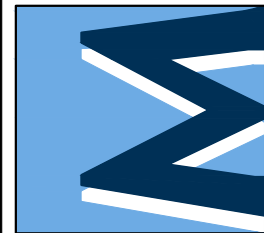
REVISIONS:

|                |            |                      |
|----------------|------------|----------------------|
| DATE: 2/8/2023 | REV. DATE: | SHEET 1 OF 1         |
| CADD:          | ENG:       | PLH                  |
| PM:            | TECH. D.W. | 22367-ALTA-WICHOWSKI |
| FSH:           |            |                      |

CLIENT  
CALHOUN COUNTY

MIDWESTERN  
CONSULTING

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**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.



11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN )

)ss

COUNTY OF CALHOUN )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

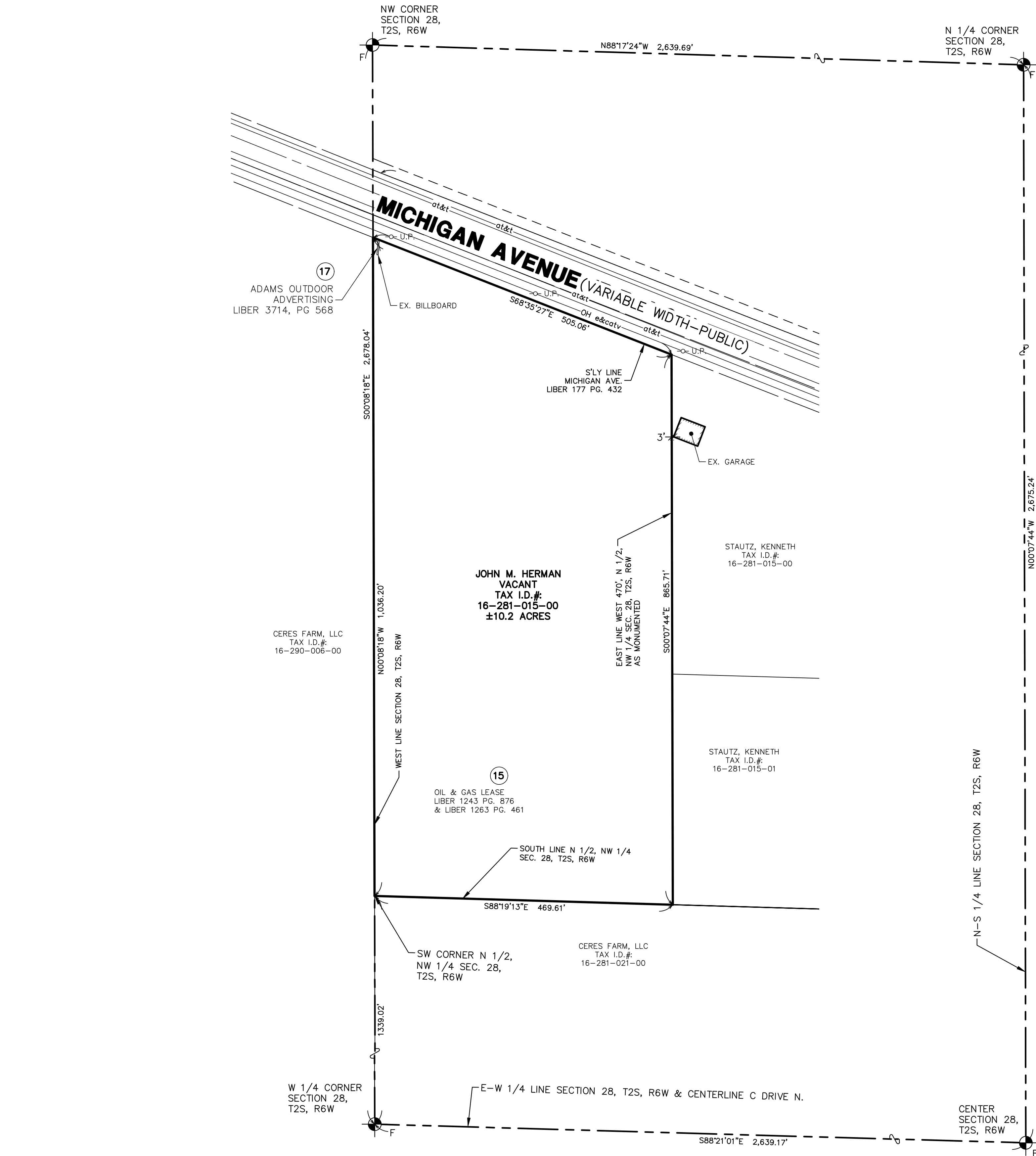
My commission expires \_\_\_\_\_

## **SCHEDULE 1**

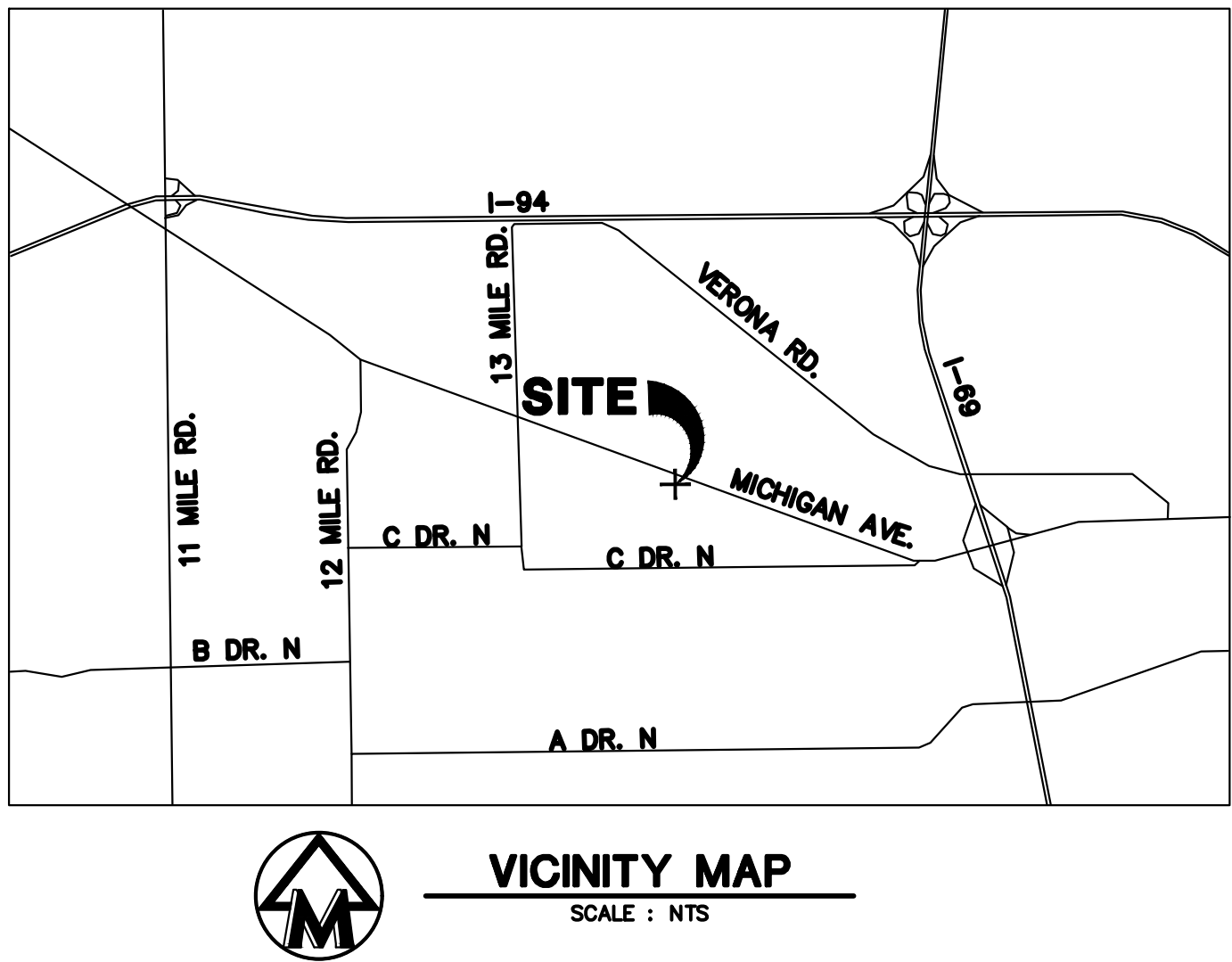
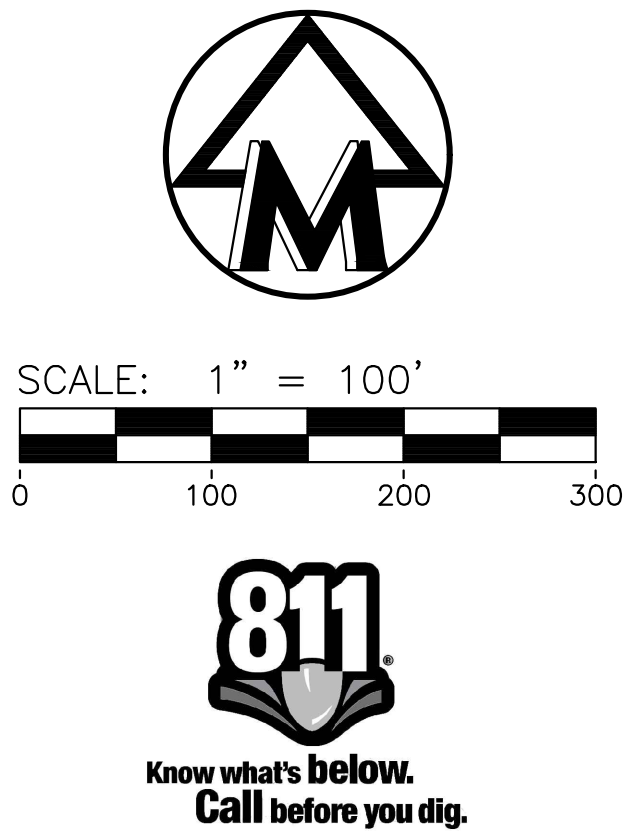
Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The West 470 feet of that part of the North 1/2 of the Northwest 1/4 of Section 28, Town 2 South, Range 6 West Marshall Township, Calhoun County, Michigan, which lies South of Michigan Avenue extended (formally known as U.S. 12 and M-17) the Southerly line of said road being the South line of premises conveyed by deed recorded in Liber 177, page 432 (recorded as Liber 1777 of Deeds at Page 432 in the most recent deed).

16-281-015-00



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



### LEGEND

- U.P. --- EXIST. UTILITY POLE
- OH --- EXIST. OVERHEAD UTILITY LINE
- at&t --- EXIST. AT&T LINE
- 12 --- EXCEPTION EASEMENT
- SECTION CORNER ---

### BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

### LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131195419CTM, DATED DECEMBER 8, 2022)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE WEST 470 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, WHICH LIES SOUTH OF MICHIGAN AVENUE EXTENDED (FORMALLY KNOWN AS U.S. 12 AND M-17) THE SOUTHERLY LINE OF SAID ROAD BEING THE SOUTH LINE OF PREMISES CONVEYED BY DEED RECORDED IN LIBER 177 OF DEEDS AT PAGE 432.

### EXCEPTIONS

- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION TO PURCHASE PROPERTY SET FORTH IN LIBER 4691 PAGE 368, BETWEEN JOHN A. HERMAN AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- ANY RIGHTS INCIDENTAL TO THE OWNERSHIP AND DEVELOPMENT OF THE 1/2 OIL AND GAS RIGHTS RESERVATION IN THE DOCUMENT, ENTITLED AFFIDAVIT, DATED JANUARY 13, 1982, RECORDED JANUARY 14, 1982, IN LIBER 1243 PAGE 876 AND WARRANTY DEED, DATED FEBRUARY 22, 1982, RECORDED ON DECEMBER 9, 1982, IN LIBER 1263 PAGE 461. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF LEASE SET FORTH AS RECORDING NO. LIBER 629 PAGE 5; RELEASE OF OPTION RECORDED IN LIBER 643 PAGE 607. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- A LEASEHOLD AS CREATED BY THAT CERTAIN LEASE DATED JUNE 6, 2012, EXECUTED BY JOHN & JACQUELINE HERMAN, AS LESSOR, AND ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP, AS LESSEE, AS REFERENCED IN THE DOCUMENT ENTITLED MEMORANDUM OF LEASE, WHICH WAS RECORDED JUNE 28, 2012 AT LIBER 3714 PAGE 568. FOR THE TERM, UPON AND SUBJECT TO ALL THE PROVISIONS CONTAINED IN SAID DOCUMENT, AND IN SAID LEASE. (AFFECTS SUBJECT PARCEL AS SHOWN)

### NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131195419CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

### SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof, The fieldwork was completed on February 6, 2023

MIDWESTERN CONSULTING, L.L.C.

By: Patrick L. Hastings, P.S. No. 37277

Date: February 9, 2023



Midwestern Consulting

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Wireless Communications • Transportation • Landfill Services

Client

CALHOUN COUNTY

JOHN HERMAN ALTA

ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND

LOCATED IN THE NW 1/4 OF SECTION 28, T2S, R6W,

MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

JOB No. 22367

REVISIONS:

DATE: 2/9/2023

SHEET 1 OF 1

CADD: SSH

ENG: PLH

FM: PLH

TECH: PLH

22367-ALTA-HERMAN

REV. DATE

REV. DATE

REV. DATE

REV. DATE

REV. DATE

REV. DATE

Page 77 of 215



**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_



WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN   )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Parcel 1:

The North Half of the Northwest Quarter of Section 28, Township 2 South, Range 6 West, lying Southerly of Michigan Avenue; EXCEPT the West 470 feet; ALSO EXCEPT commencing at the Southwest Corner of the North Half of the Northwest Quarter of said Section 28; thence East 470 feet; thence North 363 feet to the point of beginning; thence East 600 feet; thence North 275 feet more or less; thence Northwesterly along the Southerly line of Michigan Avenue 638 feet more or less to a point lying North of the point of beginning; thence South 485 feet more or less to the point of beginning.

16-281-015-01

Parcel 2:

The West 330 feet of the part of the Northeast Quarter of Section 28, Town 2 South, Range 6 West, lying South of Michigan Avenue extended (formerly known as U.S. 12 and M-17), the South line of said Michigan Avenue being the South line of premises first conveyed by Deed recorded in Liber 177 of Deeds, page 315, Calhoun County, Michigan.

16-281-015-02

Parcel 3:

Commencing at the Southwest Corner of the North Half of the Northwest Quarter of Section 28, Township 2 South, Range 6 West; thence East 470 feet; thence North 363 feet to the point of beginning; thence East 600 feet; thence North 275 feet more or less; thence Northwesterly along the Southerly line of Michigan Avenue 638 feet more or less to a point lying North of the point of beginning; thence South 485 feet more or less to the point of beginning.

16-281-015-05

LAND SITUATED IN THE STATE OF MICHIGAN, CALHOUN COUNTY, TOWNSHIP OF MARSHALL.

PARCEL 1:  
THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING SOUTHERLY OF MICHIGAN AVENUE; EXCEPT THE WEST 470 FEET; ALSO EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE EAST 470 FEET; THENCE NORTH 363 FEET TO THE POINT OF BEGINNING; THENCE EAST 600 FEET; THENCE NORTH 275 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF MICHIGAN AVENUE 638 FEET MORE OR LESS TO A POINT LYING NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 485 FEET MORE OR LESS TO THE POINT OF BEGINNING.

13-16-281-015-01

To: Michigan Economic Development Corporaton, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 6, 2023

MIDWESTERN CONSULTING, LLC

By: Patrick L. Hastings  
Patrick L. Hastings, P.S. No. 37277

Date: February 15, 2023



13. TERMS, COVENANTS, AND CONDITIONS OF WARRANTY DEED SET FORTH AS RECORDING NO. LIBER 1263, PAGE 463. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)

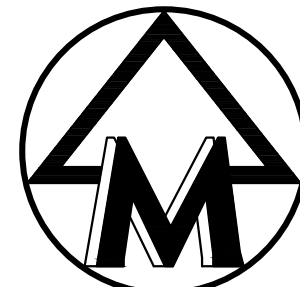
14. TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM IN INTERESTS IN OIL AND GAS SET FORTH AS RECORDING NO. LIBER 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - PLOTTED AS SHOWN)

16. AN OPTION TO PURCHASE SAID LAND WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS AS SET FORTH THEREIN RECORDED LIBER 4631, PAGE 862.

17. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF C DRIVE NORTH (AS TO PARCEL 3) AND WEST MICHIGAN AVENUE (M 96) (AS TO PARCELS 1, 2, AND 3).

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM  
OBSERVATIONS

|  |                              |
|--|------------------------------|
|  | EXIST. UTILITY POLE          |
|  | EXIST. OVERHEAD UTILITY LINE |
|  | SECTION CORNER               |
|  | EXIST. AT&T LINE             |
|  | TELEPHONE RISER              |
|  | FIBER OPTIC MARKER           |
|  | FOUND IRON ROD               |
|  | EXCEPTION EASEMENT           |



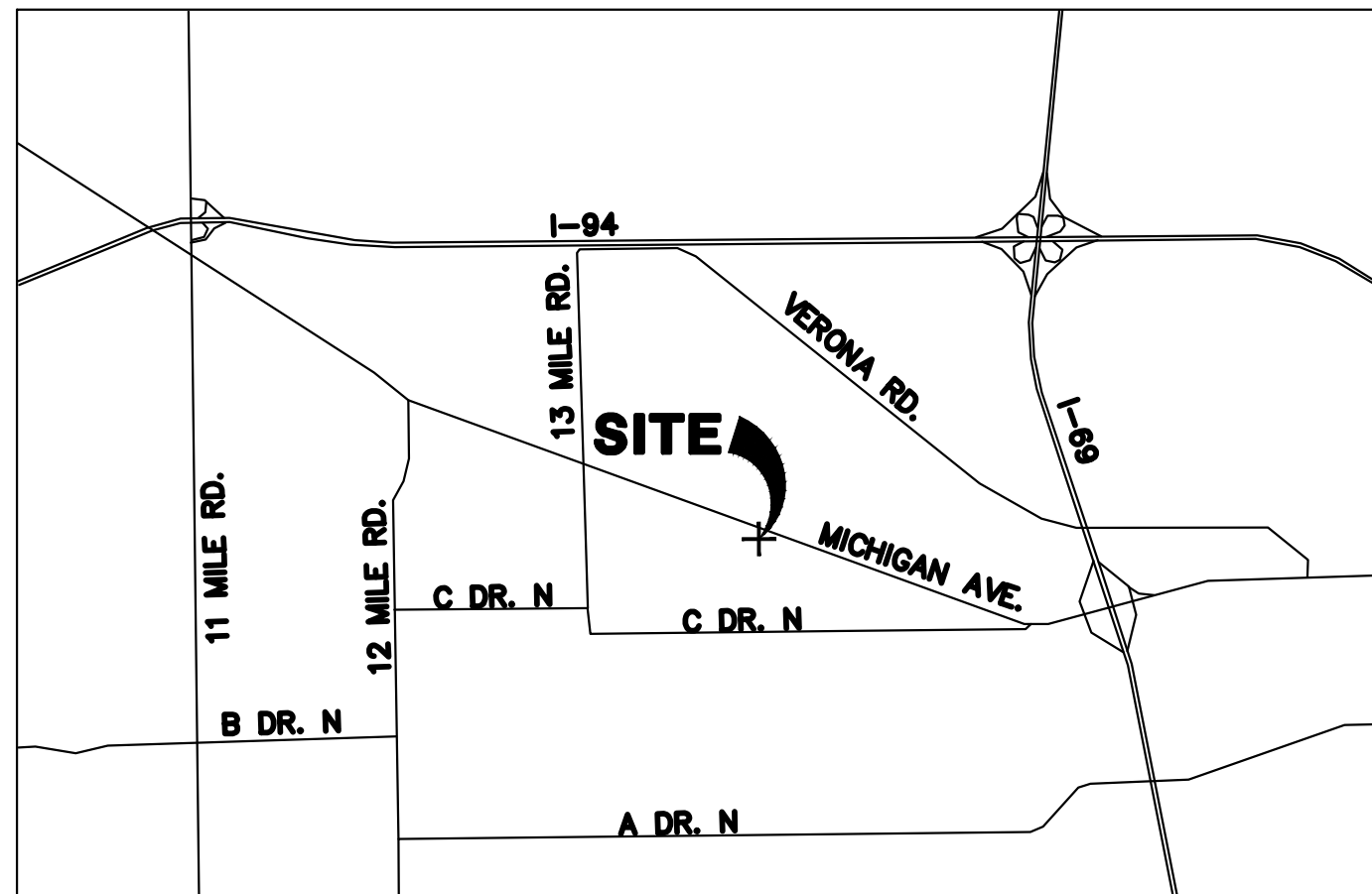
SCALE: 1" = 100'



A horizontal scale bar with alternating black and white segments. Below the bar are numerical markings at 0, 100, 200, and 300.



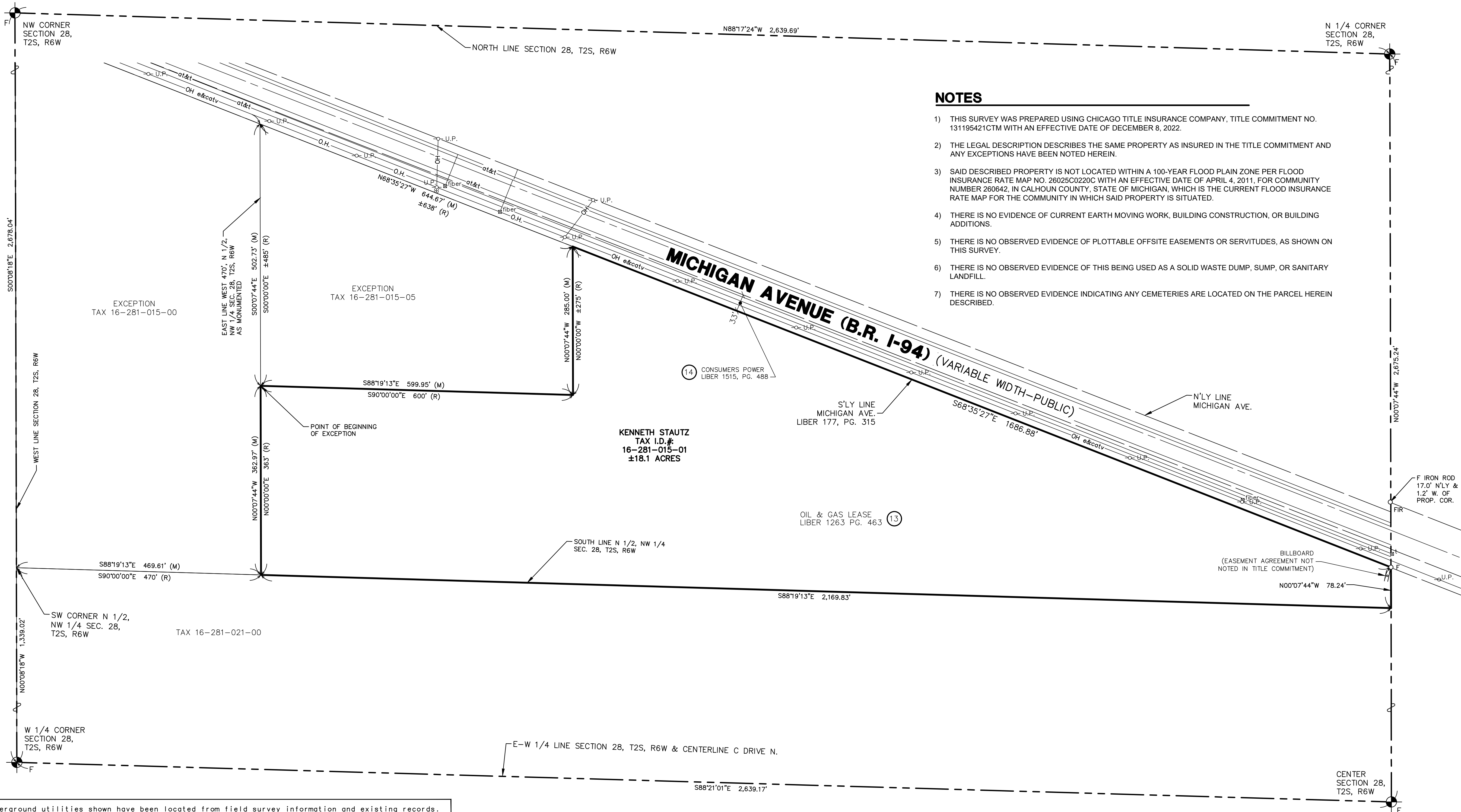
**Know what's below.  
Call before you dig.**



## VICINITY MAP

SCALE : NTS

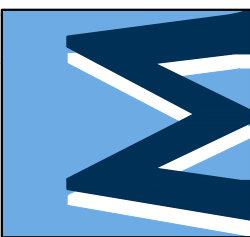
- 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131195421CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022.
- 2) THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 4) THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 5) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- 6) THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- 7) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

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CLIENT  
CALHOUN COUNTY

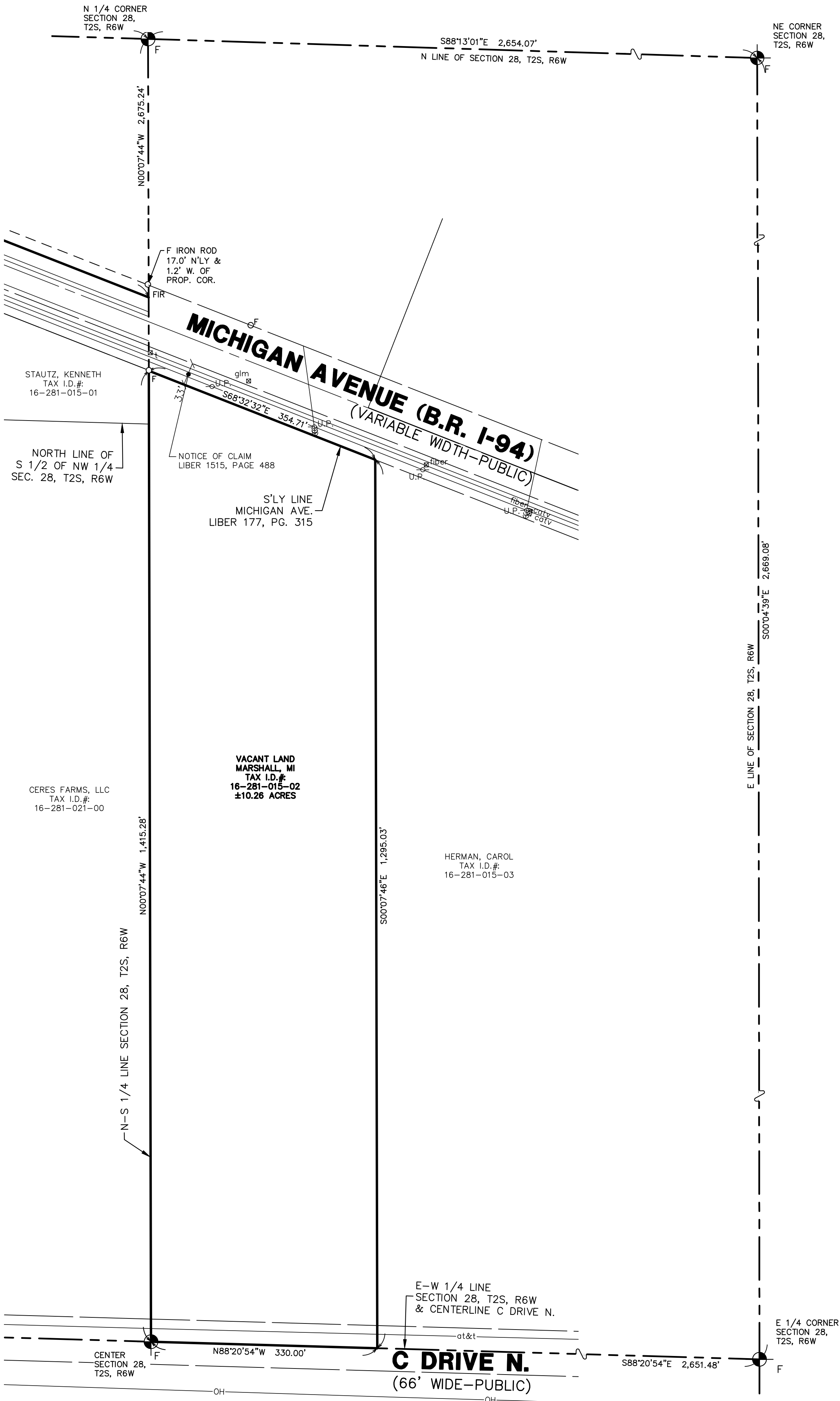
# K. STAUTZ ALTA

ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND  
LOCATED IN THE NW 1/4 OF SECTION 28, T2S, R6W,  
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

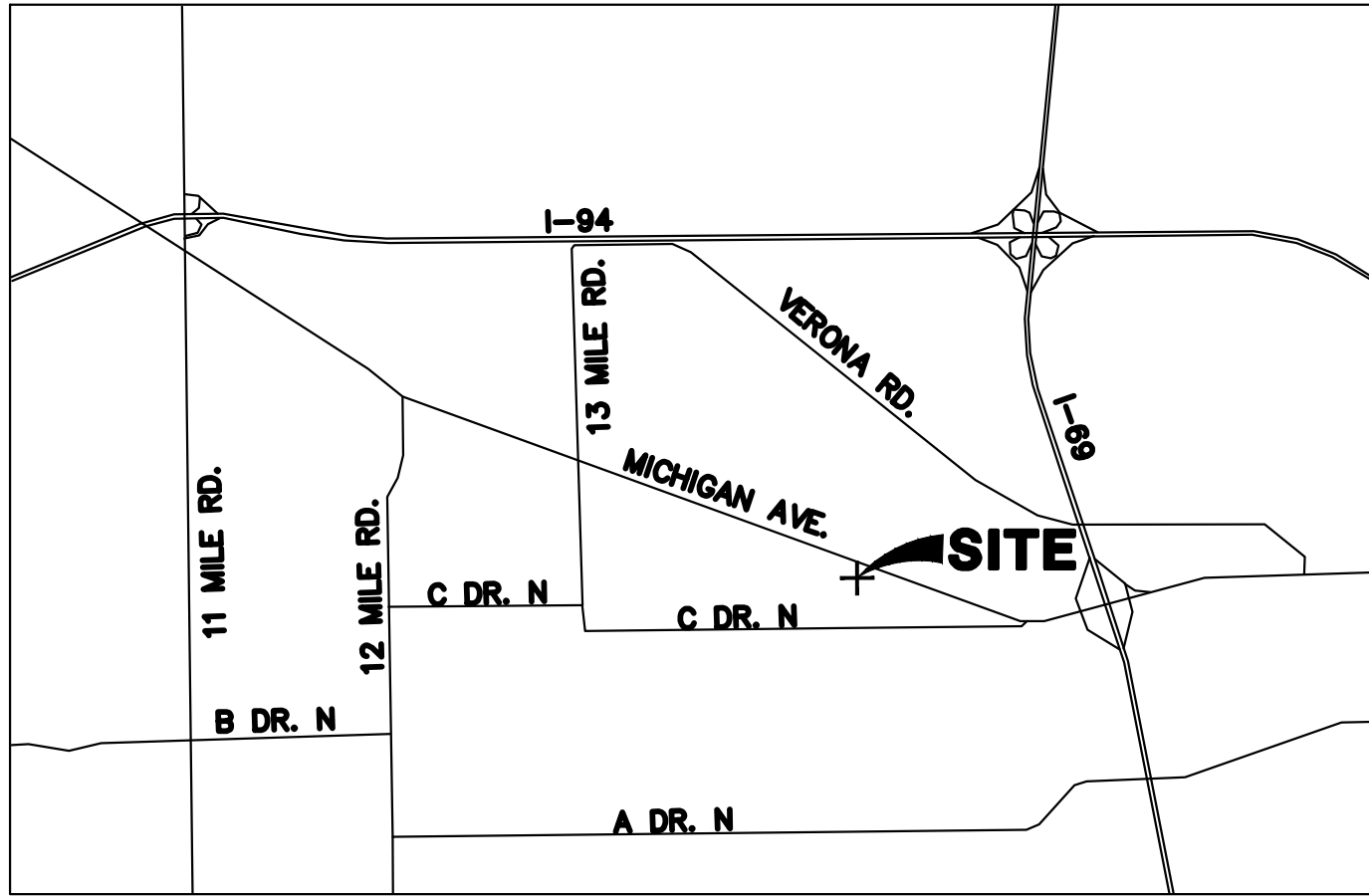
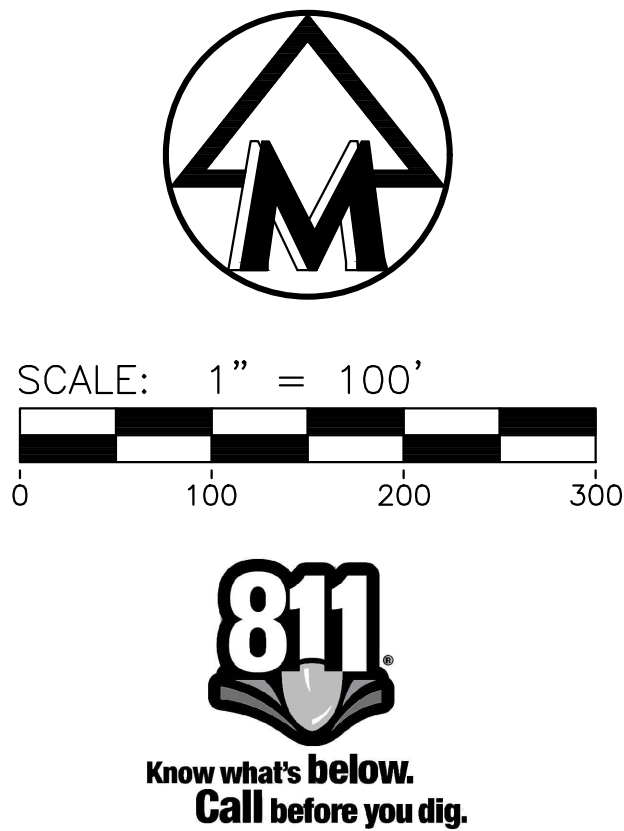
1

|                           |                      |                |
|---------------------------|----------------------|----------------|
| JOB No.                   | <b>22367</b>         | DATE: 2/8/2023 |
| REVISED PER UPDATED TITLE | REV. DATE<br>2/16/23 | SHEET 1 OF 1   |
| CADD: SSH                 | ENG: PLH             |                |
| PM: PLH                   | TECH:                |                |
| 22367_ALTA-STAUTZ - 01    |                      |                |





The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



VICINITY MAP  
SCALE : NTS

### LEGEND

- |          |                              |
|----------|------------------------------|
| —o— U.P. | EXIST. UTILITY POLE          |
| —OH—     | EXIST. OVERHEAD UTILITY LINE |
| —ot&t—   | EXIST. AT&T LINE             |
| —st—     | TELEPHONE RISER              |
| —guy—    | GUY WIRE                     |
| —catv—   | CABLE TELEVISION RISER       |
| —glim—   | GAS LINE MARKER              |
| —fiber—  | FIBER OPTIC MARKER           |
| —●—      | SECTION CORNER               |
| —o— F    | FOUND IRON PIPE              |
| —o— FIR  | FOUND IRON ROD               |
| —12—     | EXCEPTION EASEMENT           |

### BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

### NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131198326CML WITH AN EFFECTIVE DATE OF JANUARY 24, 2023 AT 8:00 AM.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION, EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

### LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131198326CML, DATED JANUARY 24, 2023 AT 08:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

PARCEL 2:  
THE WEST 330 FEET OF THE PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, LYING SOUTH OF MICHIGAN AVENUE EXTENDED (FORMERLY KNOWN AS U.S. 12 AND M-17), THE SOUTH LINE OF SAID MICHIGAN AVENUE BEING THE SOUTH LINE OF PREMISES FIRST CONVEYED BY DEED RECORDED IN LIBER 177 OF DEEDS, PAGE 315, CALHOUN COUNTY, MICHIGAN.

13-16-281-015-02

### EXCEPTIONS

- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MICHIGAN BELL TELEPHONE COMPANY IN THE DOCUMENT RECORDED IN LIBER 343, PAGE 48, (AS TO PARCEL 2) (AFFECTS SUBJECT PARCEL - UNABLE TO DETERMINE LOCATION)
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED IN LIBER 931, PAGE 564, (AS TO PARCEL 2) (DOES NOT AFFECT SUBJECT PARCEL)
- TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT AS SET FORTH IN THE DOCUMENT RECORDED IN LIBER 1243, PAGE 876 (AS TO PARCEL 2) (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- OIL, GAS AND MINERAL RIGHTS AND RESERVATIONS OF EVERY KIND AND NATURE AS RESERVED IN A WARRANTY DEED RECORDED IN LIBER 1263, PAGE 457, AND ALL RIGHTS PERTINENT THERETO, (AS TO PARCEL 2) (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTEREST IN OIL AND GAS SET FORTH IN LIBER 1515, PAGE 488 (AFFECTS SUBJECT PARCEL AS SHOWN)
- AFFIDAVIT ATTESTING THAT QUALIFIED AGRICULTURAL PROPERTY OR QUALIFIED FOREST SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY RECORDED AUGUST 16, 2012 IN LIBER 3726, PAGE 137, (AS TO PARCEL 2) (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- AN OPTION TO PURCHASE SAID LAND WITH CERTAIN TERMS, COVENANT, CONDITIONS AND PROVISIONS AS SET FORTH THEREIN RECORDED LIBER 4631, PAGE 862, (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF C DRIVE NORTH (AS TO PARCEL 3) AND WEST MICHIGAN AVENUE (M 96) (AS TO PARCELS 1, 2, AND 3).

### SURVEYORS CERTIFICATE

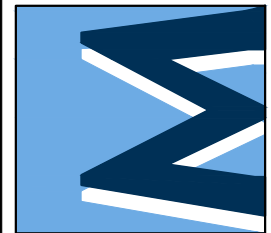
To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof, The fieldwork was completed on February 13, 2023

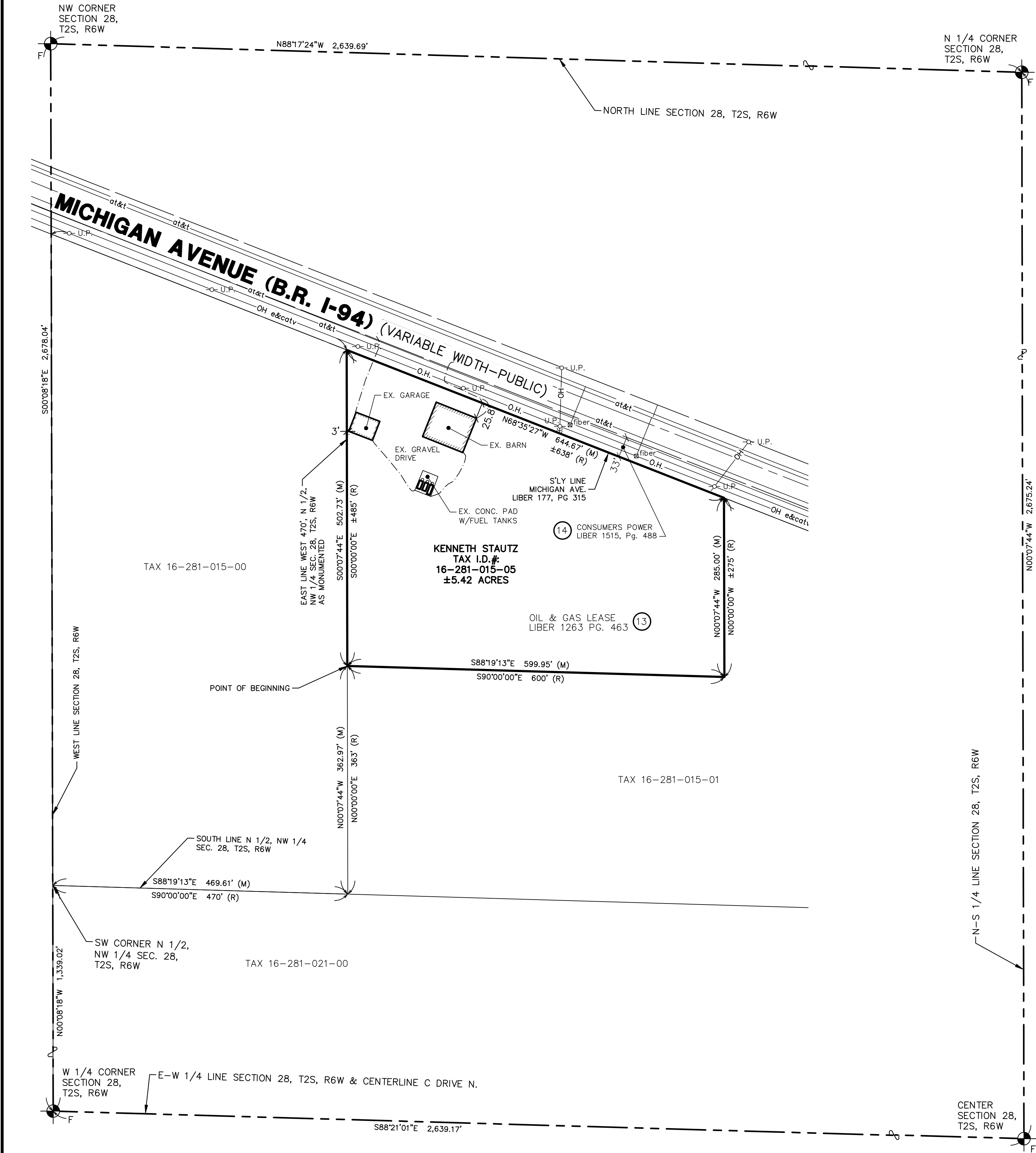
MIDWESTERN CONSULTING, L.L.C.

By:   
Patrick L. Hastings, P.S. No. 37277

Date: February 17, 2023







MICHIGAN AVENUE (B.R. I-94) (VARIABLE WIDTH-PUBLIC)

KENNETH STAUTZ  
TAX I.D.#  
16-281-015-05  
±5.42 ACRES

OIL & GAS LEASE  
LIBER 1263 PG. 463

NW CORNER  
SECTION 28,  
T2S, R6W

N 1/4 CORNER  
SECTION 28,  
T2S, R6W

NORTH LINE SECTION 28, T2S, R6W

TAX 16-281-015-00

TAX 16-281-015-01

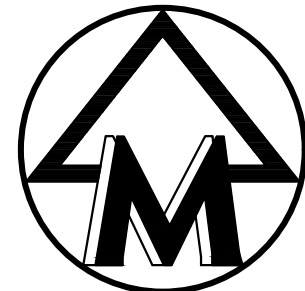
TAX 16-281-021-00

N-S 1/4 LINE SECTION 28, T2S, R6W

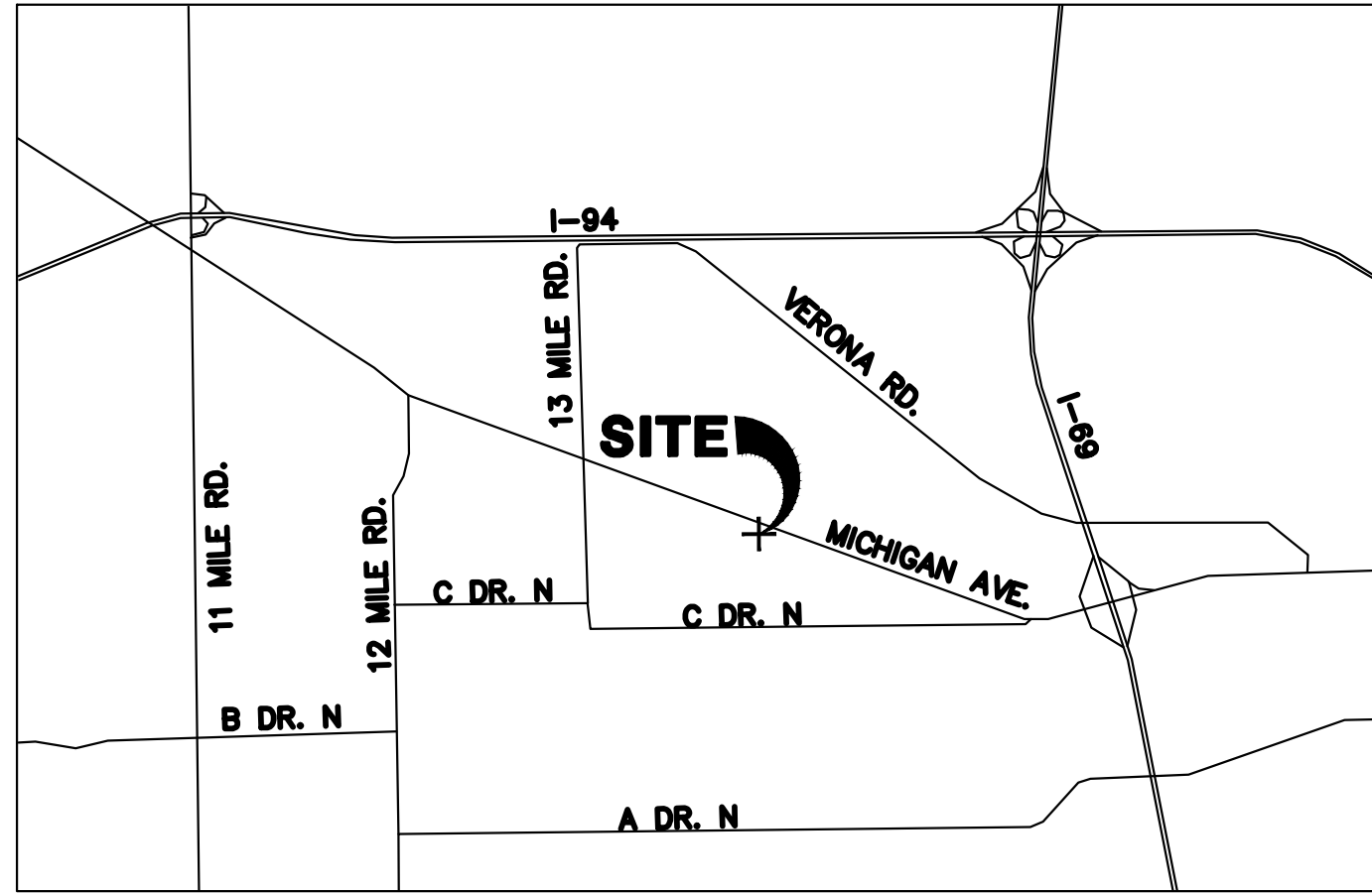
CENTER  
SECTION 28,  
T2S, R6W

E-W 1/4 LINE SECTION 28, T2S, R6W & CENTERLINE C DRIVE N.

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



SCALE: 1" = 100'



VICINITY MAP  
SCALE : NTS

## LEGEND

- U.P. EXIST. UTILITY POLE
- OH EXIST. OVERHEAD UTILITY LINE
- SECTION CORNER
- at&t EXIST. AT&T LINE
- 12 EXCEPTION EASEMENT

## BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

## LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131198326CML, DATED: JANUARY 24, 2023 AT 08:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, CALHOUN COUNTY, TOWNSHIP OF MARSHALL.

PARCEL 3:  
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST; THENCE EAST 470 FEET; THENCE NORTH 363 FEET TO THE POINT OF BEGINNING; THENCE EAST 600 FEET; THENCE NORTH 275 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF MICHIGAN AVENUE 638 FEET MORE OR LESS TO A POINT LYING NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 485 FEET MORE OR LESS TO THE POINT OF BEGINNING.

13-16-281-015-05

## EXCEPTIONS

- TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT AS SET FORTH IN THE DOCUMENT RECORDED IN LIBER 1243, PAGE 876. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF WARRANTY DEED SET FORTH AS RECORDING NO. LIBER 1263, PAGE 463. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM IN INTERESTS IN OIL AND GAS SET FORTH AS RECORDING NO. LIBER 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - PLOTTED AS SHOWN)
- AN OPTION TO PURCHASE SAID LAND WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS AS SET FORTH THEREIN, RECORDED LIBER 4631, PAGE 862
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF C DRIVE NORTH (AS TO PARCEL 3) AND WEST MICHIGAN AVENUE (M 96) (AS TO PARCELS 1, 2, AND 3).

## NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131198326CML WITH AN EFFECTIVE DATE OF JANUARY 24, 2023 AT 8:00 AM.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

## SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 6, 2023

MIDWESTERN CONSULTING, LLC.

By: Patrick L. Hastings, P.S. No. 37277

Date: February 15, 2023

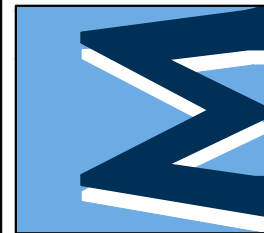


K. STAUTZ ALTA  
ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND  
LOCATED IN THE NW 1/4 OF SECTION 28, T2S, R6W,  
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

|                          |       |                         |
|--------------------------|-------|-------------------------|
| JOB No.                  | 22367 | DATE: 2/6/2023          |
| REVISIONS:               |       | SHEET 1 OF 1            |
| REVISED PER UPDATE TITLE |       | REV. DATE: 2/16/23      |
|                          |       | CADD: SSH               |
|                          |       | ENG: PLH                |
|                          |       | FM: PLH                 |
|                          |       | TECH: PLH               |
|                          |       | FILE: 22367_ALTA-STAUTZ |
|                          |       | FILE                    |

MIDWESTERN  
CONSULTING  
3845 Plaza Drive Ann Arbor, Michigan 48108  
(734) 995-0200 • www.midwesternconsulting.com  
Land Development • Land Survey • Institutional • Municipal  
Wireless Communications • Transportation • Landfill Services



CLIENT  
CALHOUN COUNTY

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.



11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Parcel 1:

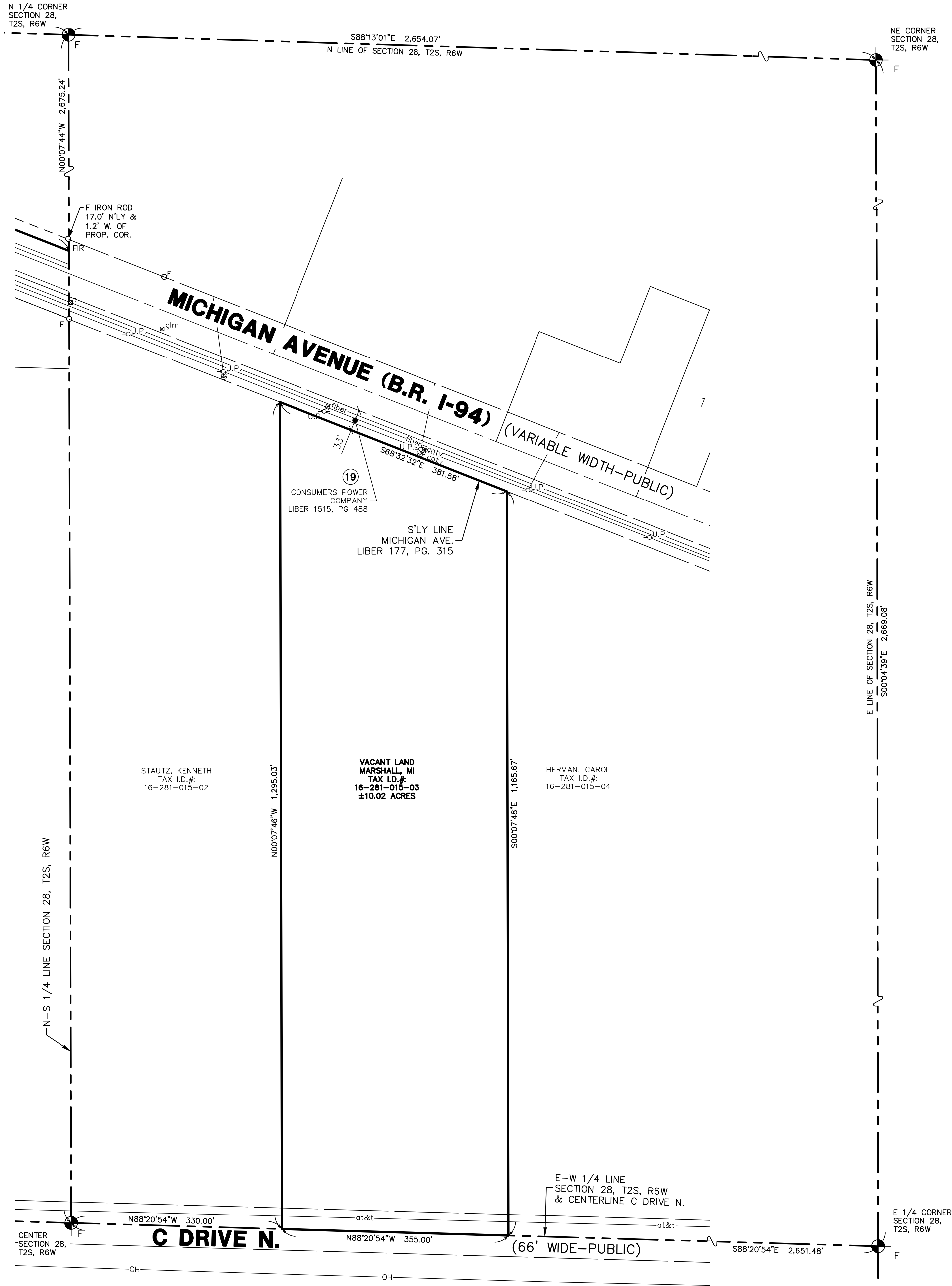
The East 355 feet of the West 685 feet of that part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue.

16-281-015-03

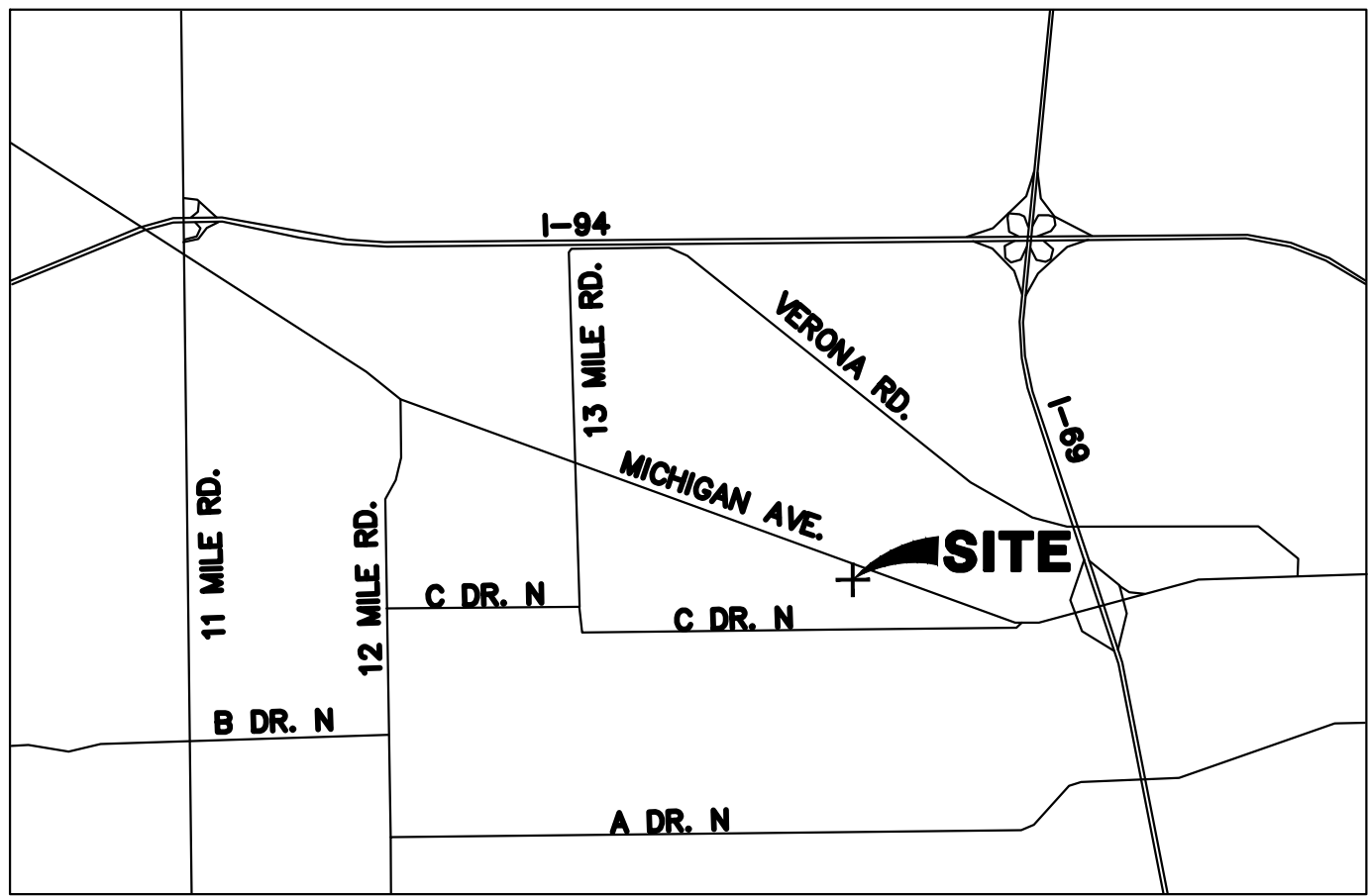
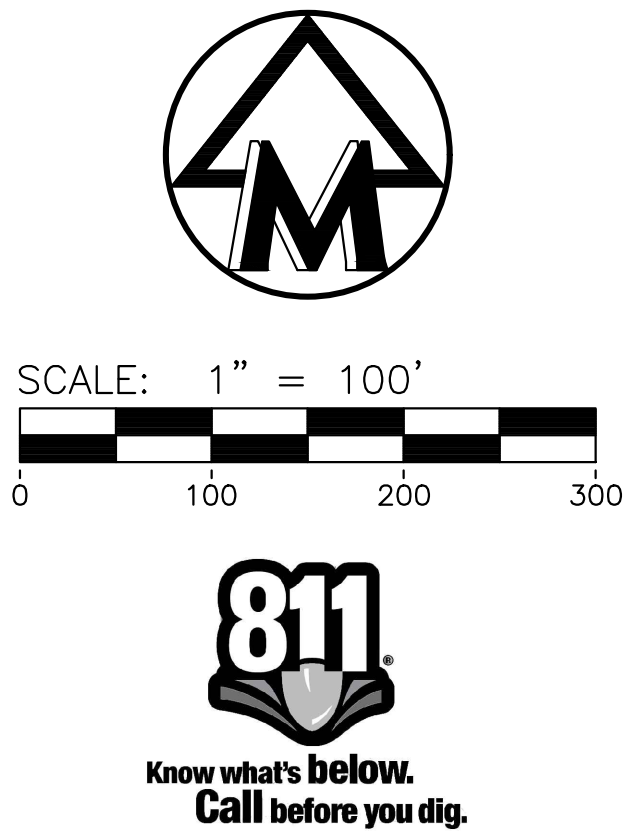
Parcel 2:

That part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue extended (formerly known as US 12 and M-17), West of a line running North and South 1018.09 feet West of the East Section line and East of a line running North and South 685 feet East and of the North-South 1/4 line of said Section 28.

16-281-015-04



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



VICINITY MAP  
SCALE : NTS

## LEGEND

|          |                              |
|----------|------------------------------|
| —o— U.P. | EXIST. UTILITY POLE          |
| —OH—     | EXIST. OVERHEAD UTILITY LINE |
| —ot&t—   | EXIST. AT&T LINE             |
| —st—     | TELEPHONE RISER              |
| —t—      | GUY WIRE                     |
| —catv—   | CABLE TELEVISION RISER       |
| —glm—    | GAS LINE MARKER              |
| —fiber—  | FIBER OPTIC MARKER           |
| —●—      | SECTION CORNER               |
| —o— F    | FOUND IRON PIPE              |
| —o— FIR  | FOUND IRON ROD               |
| —12—     | EXCEPTION EASEMENT           |

## BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

## LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131195422CTM, DATED DECEMBER 8, 2022 AT 8:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE EAST 355 FEET OF THE WEST 685 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, LYING SOUTH OF MICHIGAN AVENUE.

## EXCEPTIONS

- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4657, PAGE 457 (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MICHIGAN BELL TELEPHONE COMPANY IN A DOCUMENT RECORDED AS LIBER 343, PAGE 48. (AFFECTS SUBJECT PARCEL - UNABLE TO DETERMINE LOCATION)
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 931, PAGE 564. (DOES NOT AFFECT SUBJECT PARCEL)
- TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT SET FORTH AS LIBER 1243, PAGE 876. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTERESTS IN OIL AND GAS SET FORTH AS LIBER 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - AS SHOWN)

## NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131195422CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642. IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

## SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 13, 2023

MIDWESTERN CONSULTING, L.L.C.

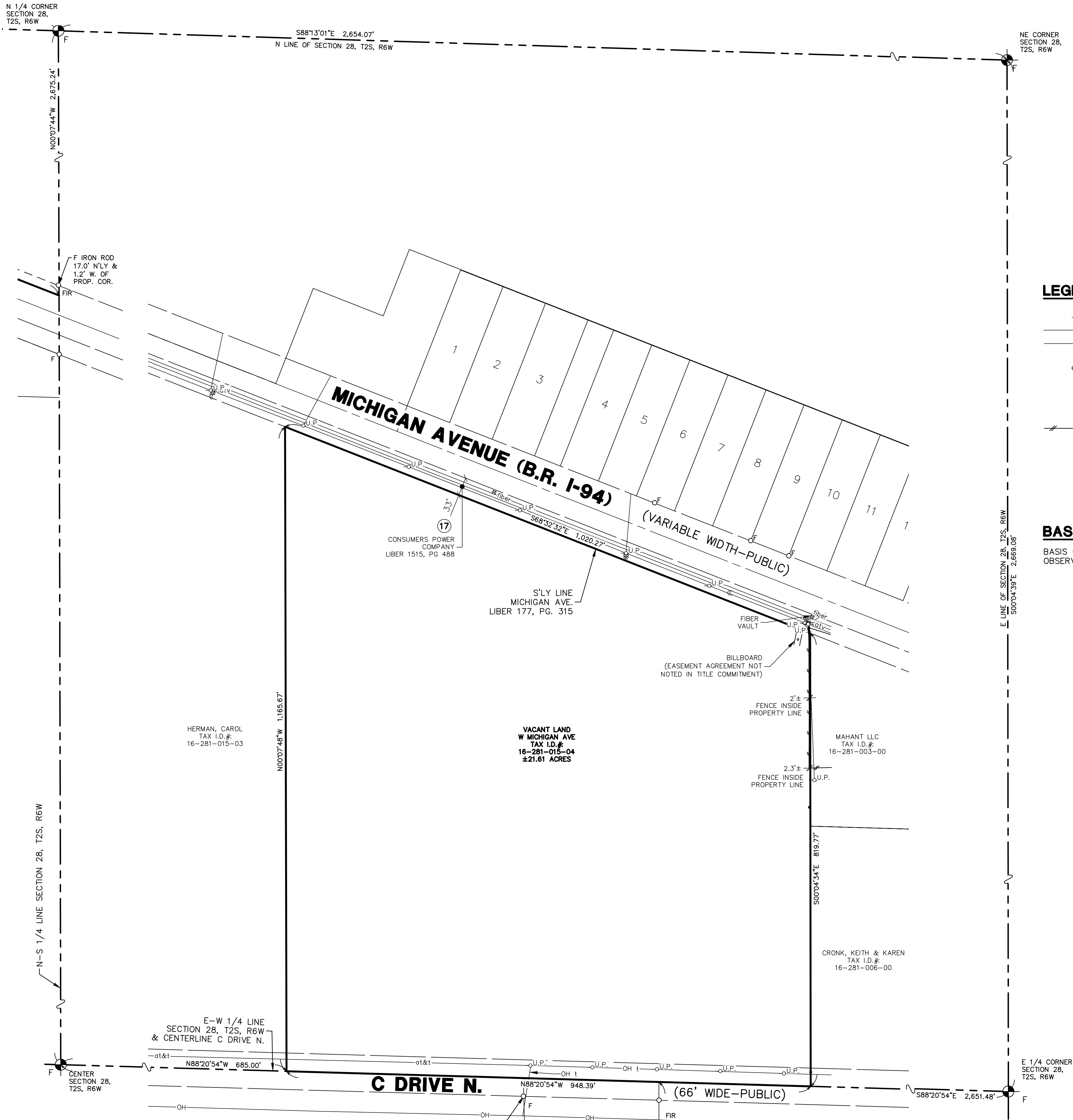
By:   
Patrick L. Hastings, P.S. No. 37277

Date: February 17, 2023

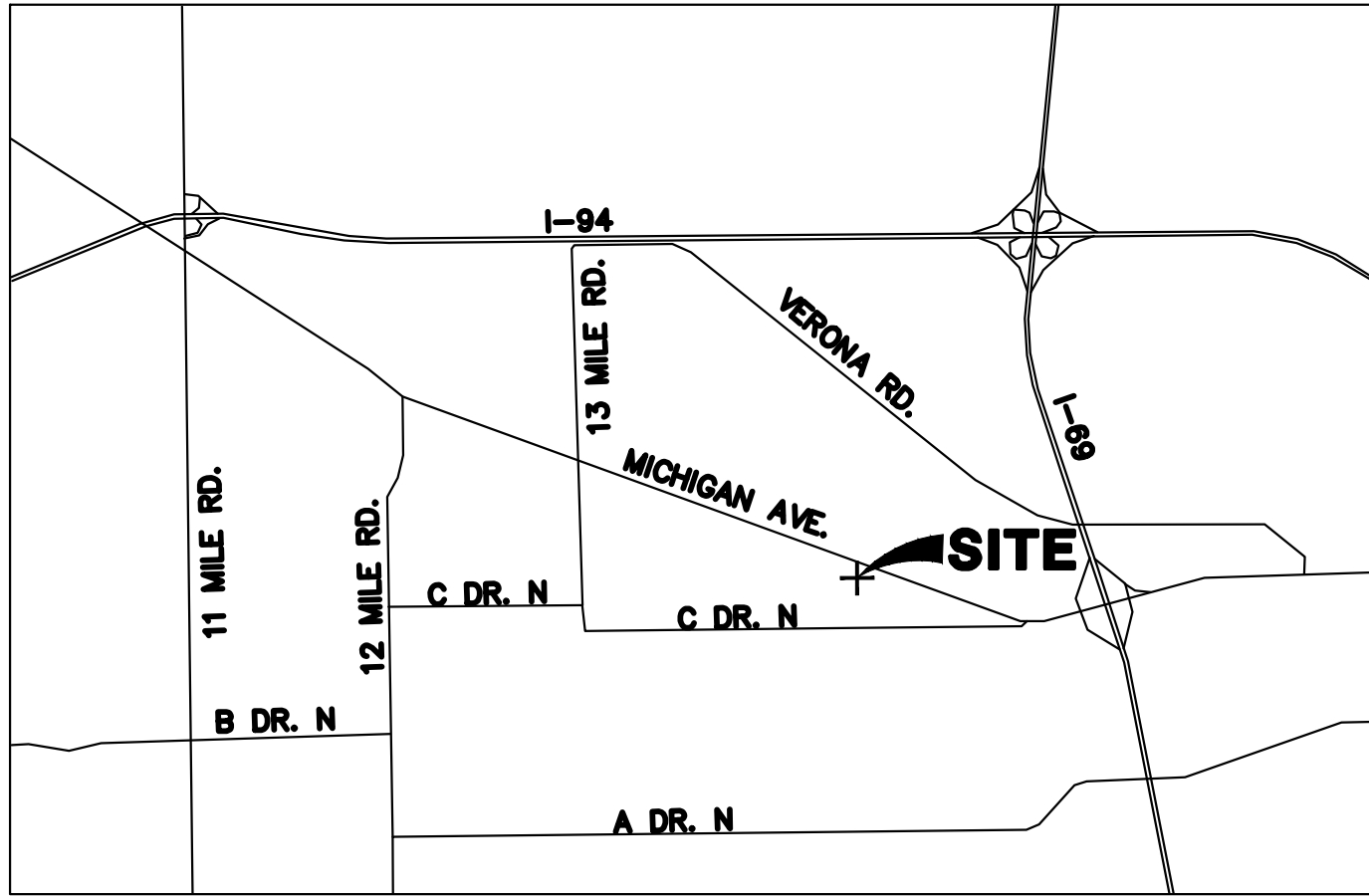
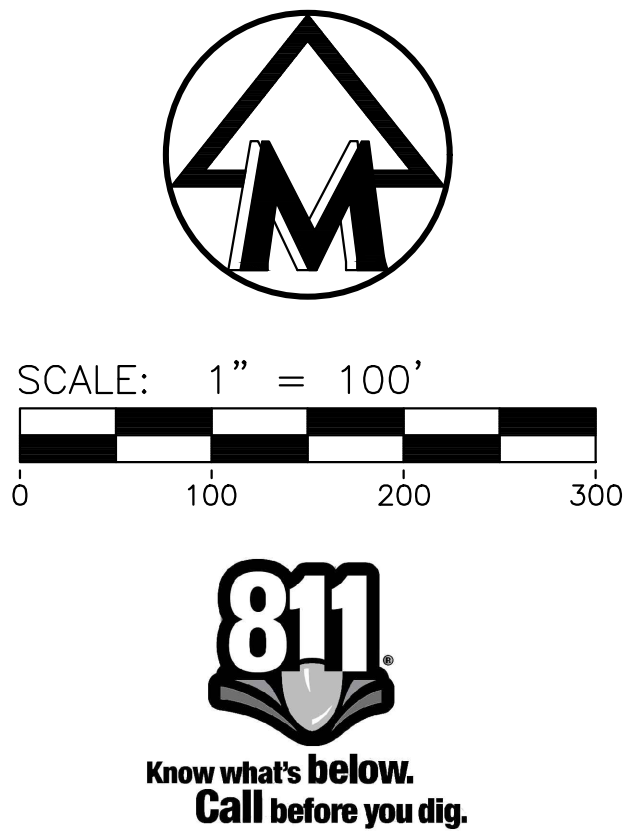


|                                                                                                                                                                                                                                                    |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| MIDWESTERN CONSULTING<br>3845 Plaza Drive Ann Arbor, Michigan 48108<br>(734) 995-0200 • www.midwesternconsulting.com<br>Land Development • Land Survey • Institutional • Municipal<br>Wireless Communications • Transportation • Landfill Services |                        |
| CLIENT<br>CALHOUN COUNTY                                                                                                                                                                                                                           |                        |
| CAROL HERMAN ALTA<br>ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND<br>LOCATED IN THE NE 1/4 OF SECTION 28, T2S, R6W,<br>MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN                                                                              |                        |
| JOB No. 22367                                                                                                                                                                                                                                      | DATE: 2/17/2023        |
| REVISIONS:                                                                                                                                                                                                                                         | SHEET 1 OF 1           |
|                                                                                                                                                                                                                                                    | CADD: CLW              |
|                                                                                                                                                                                                                                                    | ENG: PLH               |
|                                                                                                                                                                                                                                                    | PM: PLH                |
|                                                                                                                                                                                                                                                    | TECH: PLH              |
|                                                                                                                                                                                                                                                    | 22367-ALTA-C HERMAN-03 |





The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



### LEGEND

- |          |                              |
|----------|------------------------------|
| —o— U.P. | EXIST. UTILITY POLE          |
| —OH—     | EXIST. OVERHEAD UTILITY LINE |
| —at&t—   | EXIST. AT&T LINE             |
| —t—      | TELEPHONE RISER              |
| —g—      | GUY WIRE                     |
| —cstv—   | CABLE TELEVISION RISER       |
| —glim—   | GAS LINE MARKER              |
| —fiber—  | FIBER OPTIC MARKER           |
| —•—      | POST                         |
| —#—      | FENCE                        |
| —•—      | SECTION CORNER               |
| —o— F    | FOUND IRON PIPE              |
| —o— FIR  | FOUND IRON ROD               |
| —(12)—   | EXCEPTION EASEMENT           |

### BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

### LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131195423CTM, DATED DECEMBER 8, 2022 AT 8:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, LYING SOUTH OF MICHIGAN AVENUE EXTENDED (FORMERLY KNOWN AS US 12 AND M-17), WEST OF A LINE RUNNING NORTH AND SOUTH 1018.09 FEET WEST OF THE EAST SECTION LINE AND EAST OF A LINE RUNNING NORTH AND SOUTH 685 FEET EAST AND OF THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 28.

DESCRIBED FOR TAX PURPOSES AS: MARSHALL TWP SEC 28 NE 1/4 LYING SLY OF MICHIGAN AVE EXC E 1018.09 FEET EXC N 685'.

### EXCEPTIONS

- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4657, PAGE 457 (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MICHIGAN BELL TELEPHONE COMPANY IN A DOCUMENT RECORDED AS LIBER 343, PAGE 48. (AFFECTS SUBJECT PARCEL - UNABLE TO DETERMINE LOCATION)
- TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT SET FORTH AS LIBER 1243, PAGE 876. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTERESTS IN OIL AND GAS SET FORTH AS LIBER 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - AS SHOWN)

### NOTES

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- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

### SURVEYORS CERTIFICATE

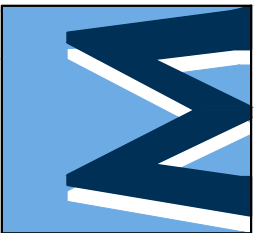
To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof, The fieldwork was completed on February 13, 2023

MIDWESTERN CONSULTING, L.L.C.

By:   
Patrick L. Hastings, P.S. No. 37277

Date: February 17, 2023



**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.



5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_  
By: \_\_\_\_\_  
Derek N. Perry, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Michelle Eubank, Clerk

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
David Bosserd, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Jeff Albaugh, Clerk

STATE OF MICHIGAN    )

)ss

COUNTY OF CALHOUN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_

## **SCHEDULE 1**

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

### **PARCEL 1:**

A parcel of land in Section 19, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, described as follows: That part of the following described premises lying in Section 19: Commencing where Ceresco Road intersects Section line between Sections 29 and 30, running thence North on Section line to the Territorial Road (so called), Northwest in middle of said road about 60 rods, South to Ceresco Road, East to beginning, in Sections 19 and 30, Town 2 South, Range 6 West, to be taken off the East part of said description excepting therefrom, all that part of the above lying North of a line described as: Beginning at a point on the East line of said Section 19, distant 1099.09 feet South of the East 1/4 post of said Section, thence bearing North 77 degrees 50 minutes West in a straight line to the West line of the above described parcel and the end of said line.

Parcel Number: 13-16-190-006-01

### **PARCEL 2:**

Commencing at the Northwest corner of Section 30, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan; thence East 80 rods; thence North 39-1/2 rods; thence West 80 rods; thence South to the place of beginning.

Parcel Number: 13-16-193-003-00

### **PARCEL 3:**

A parcel of land in Section 19, Town 2 South, Range 6 West, described as follows: Start on the North bank of the Kalamazoo River at a point 10 rods East from the North and South 1/4 line of Section 30, Town 2 South, Range 6 West; go North on West line of land of D.H. Godfrey, (formerly) to the East and West 1/4 line of Section 19; go West to a point 80 rods East from the West line of said Section 19; go South to the North bank of the Kalamazoo River, go Easterly along North bank of Kalamazoo River to start. EXCEPTING the North 20 acres thereof. Also, EXCEPTING that portion of said land in Section 30, Town 2 South, Range 6 West.

Parcel Number: 13-16-193-006-00

### **PARCEL 4:**

Part of the East 1/2 of Section 19, Town 2 South, Range 6 West, lying Southerly of Old US-12 Highway, described as beginning on the East & West 1/4 line at a point distant 165 feet East of the North & South 1/4 line, thence South to South Section line, thence East 1742.4 feet, thence North to old US-12 Highway right of way, thence Northwesterly along right of way to a point 165 feet East of the North & South 1/4 line, thence South 184.33 feet to beginning; EXCEPT beginning in the Northeast corner of said parcel, thence Northwesterly along the Southerly highway right of way line 1233.8 feet, thence South 22 degrees 31 minutes West 350 feet, thence South 67 degrees 29 minutes East 189.99 feet, thence South 12 degrees 35 minutes West 474.63 feet, thence South 87 degrees 01 minute East 655 feet, thence South 84 degrees 51 minutes East

534 feet, thence North 402.7 feet to beginning; ALSO EXCEPT Beginning in the center of old US-12 Highway 165 feet Southeasterly of the North & South 1/4 line, thence Southeasterly in highway 250.12 feet, thence South 22 degrees 31 minutes West 350 feet, thence North 67 degrees 29 minutes West 105.66 feet, thence North to beginning.

Parcel Number: 13-16-193-009-00

PARCEL 5:

A parcel of land in Section 30, Town 2 South, Range 6 West, described as: Beginning at a point 10 rods East of the center of Section 19, Township 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, running thence South 69.57 chains more or less to the center of Ceresco Road, thence East along the center of said road 26.40 chains, more or less, thence North 61.20 chains, more or less, to the Southerly line of the right of way formerly occupied by Michigan Traction Company, thence Northwesterly along said Southerly line of the right of way to the intersection thereof with the East and West 1/4 line of aforesaid Section 19, thence West to the place of beginning. EXCEPTING that portion of said land in Section 19, Town 2 South, Range 6 West.

Parcel Number: 13-16-300-006-00

PARCEL 6:

Beginning at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 2 South, Range 6 West, thence South to the Kalamazoo River, thence Southeasterly along said river to a point 165 feet East of the North & South 1/4 line, thence North to Section line, thence West to place of beginning. EXCEPT Beginning in the centerline of C Drive North 1893.5 feet East of the West Section line, thence North 501 feet, thence East 336.14 feet, thence South 501 feet, thence West 336.14 feet.

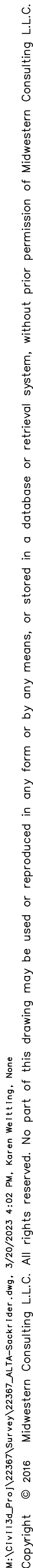
Parcel Number: 13-16-300-018-00

PARCEL 7:

Commencing at the Northwest corner of Section 30, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, thence East 80 rods, thence South to the line of the Michigan Central Railroad, thence along the line of said Michigan Central Railroad to the town line between Marshall Township and Emmett Township, thence North to the place of beginning.

Parcel Number: 13-16-300-021-00





A map showing the location of the site. The site is a rectangular area bounded by 13 Mile Rd. to the north, C Dr. N to the west, and Michigan Ave. to the east. A north arrow is located to the west of the site. To the west of C Dr. N are B Dr. N and A Dr. N. To the north of 13 Mile Rd. is 11 Mile Rd. and further north is 12 Mile Rd. The site is situated between I-94 to the north and I-66 to the east. Verona Rd. runs diagonally from the northeast towards the site. The site is labeled 'SITE' in large bold letters.



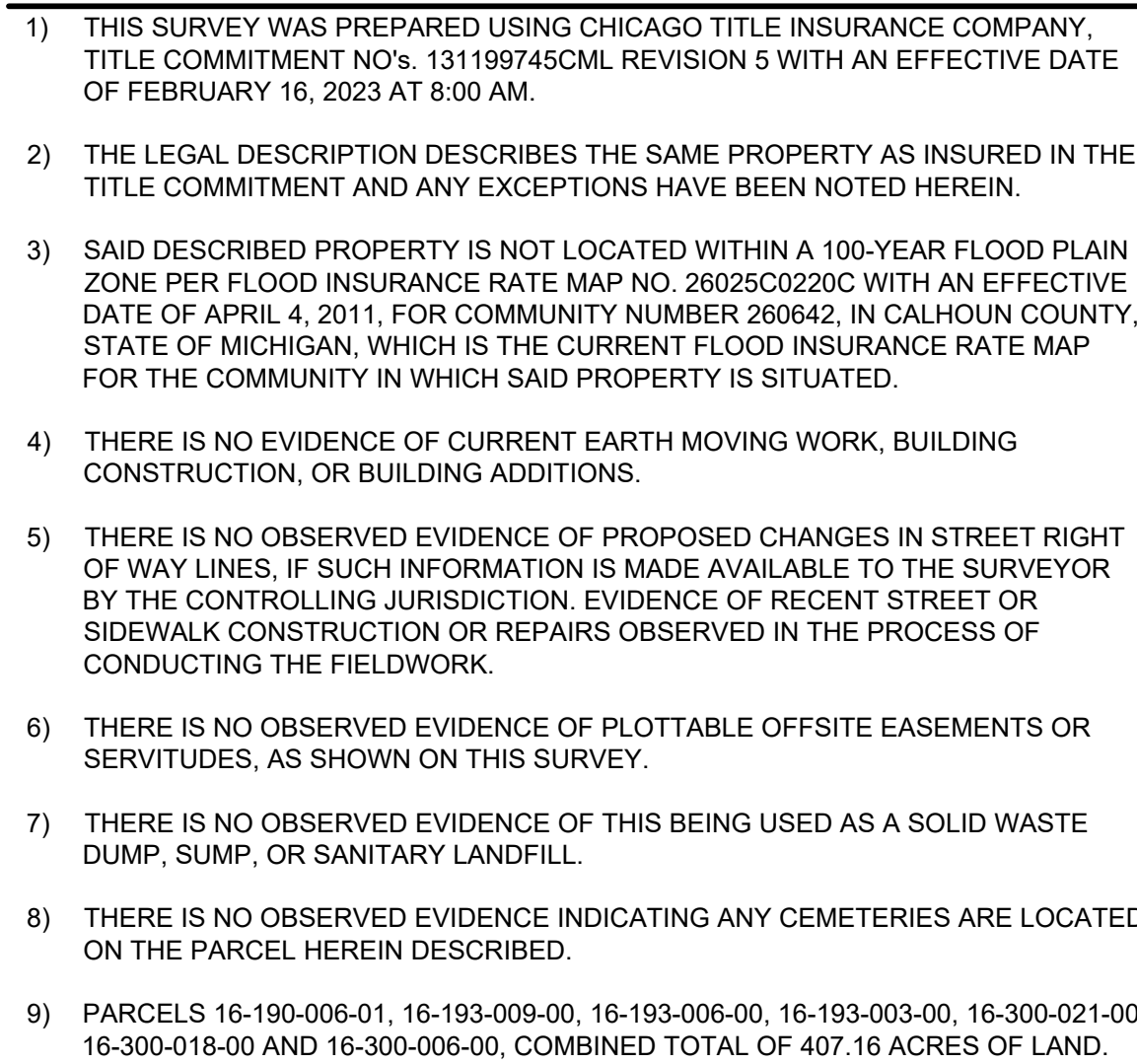
|                                                                                     |                              |
|-------------------------------------------------------------------------------------|------------------------------|
| ~o~ U.P.                                                                            | EXIST. UTILITY POLE          |
| —OH—                                                                                | EXIST. OVERHEAD UTILITY LINE |
| —at&t—                                                                              | EXIST. AT&T LINE             |
| —s <sup>1</sup> —                                                                   | TELEPHONE RISER              |
| —@—                                                                                 | GUY WIRE                     |
| —catv—                                                                              | CABLE TELEVISION RISER       |
| —gsm—                                                                               | GAS LINE MARKER              |
| —fiber—                                                                             | FIBER OPTIC MARKER           |
| •                                                                                   | POST                         |
|  | FENCE                        |
|  | SECTION CORNER               |
| —O F                                                                                | FOUND IRON PIPE              |
| —oFIR                                                                               | FOUND IRON ROD               |
|  | EXCEPTION EASEMENT           |

- 1) THIS SURVEY WAS PREPARED USING CHCALO TITLE INSURANCE COMPANY. TITLE COMMITMENT NO'S. 131-199745CM, REVISION 1 WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2023 AT 8:00 A.M.
- 2) THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 2602520062Z WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260262, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 4) THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 5) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION, EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 6) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- 7) THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- 8) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.
- 9) PARCELS 16-190-006-011, 16-193-009-001, 16-193-006-001, 16-193-003-001, 16-300-021-001, 16-300-018-001 AND 16-300-006-001, COMBINED TOTAL OF 407.16 ACRES OF LAND.

## Date: March 24, 202









**City of Marshall  
and  
Marshall Township  
Public Hearing Notices**

The City of Marshall City Council and Marshall Township Board will hold Public Hearings to hear public comment regarding Public Act 425 Land Transfers for the following properties:

- PA 425 Land Transfer of Parcel ID#16-290-021-01 (13580 13 Mile Rd.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-021-02 (13712 13 Mile Rd.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-021-03 (13996 13 Mile Rd.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-201-018-00 (13820 W. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-012-00 (13996 W. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-015-00 (14012 W. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-00 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-03 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-04 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-021-05 (Bentley Boulevard) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-021-04 (13844 13 Mile Rd.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-01 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-02 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-05 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-190-006-01 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-193-003-00 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-193-006-00 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-193-009-00 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-300-006-00 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-300-018-00 (E. Michigan Ave.) from Marshall Township to City of Marshall

- PA 425 Land Transfer of Parcel ID# 16-300-021-00 (E. Michigan Ave.) from Marshall Township to City of Marshall

Public hearings to hear public comment will be held at the Marshall Township Hall and the City of Marshall, as follows:

- The regular meeting of the Board of Trustees of Marshall Township on April 17, 2023 at 7:00 p.m. at the Marshall Township Hall, located at 13551 Myron Avery Dr, Marshall, MI 49068.

Any interested person is invited to attend the meeting to be held as noticed above. The Marshall Township Hall is barrier free and accessible to those with special needs. If you are unable to attend, written comments concerning the proposed amendments received before the close of the public hearing will also be considered. Written response can be sent to or hand delivered to the attention of the Marshall Township Board, Township Clerk, located at 13551 Myron Avery Dr, Marshall, MI 49068. Individuals with disabilities requiring auxiliary aids or services should contact the office of the Township Clerk at least four (4) days prior to the hearing, phone: 269-781-7976.

- The regular meeting of the City of Marshall City Council on April 17, 2023 at 7:00 p.m. at the Marshall County Building, 315 West Green Street, Marshall, Michigan in the Board of Commissioners Chambers Room 3-C08.

Any interested person is invited to attend the meetings to be held as noticed above. Marshall City Hall is barrier free and accessible to those with special needs. If you are unable to attend, written comments concerning the proposed amendments received before the close of the public hearing will also be considered. Written response can be sent to or hand delivered to the attention of the City of Marshall, City Clerk, located 323 W. Michigan Ave., Marshall, Michigan 49068. Please direct any questions to Derek Perry, 269-558-0315 or [dperry@cityofmarshall.com](mailto:dperry@cityofmarshall.com).

The City of Marshall will provide necessary and reasonable auxiliary aids and services to individuals with disabilities at the hearing upon reasonable notice to the City Clerk of the need for the same. Individuals with disabilities requiring auxiliary aids or services should contact the office of the City Clerk at least four (4) days prior to the hearing. The City Clerk's Office can be reached at phone: 269-781-5183 or in-person at the location and times indicated below.

Copies of the Land Transfer requests may be obtained, inspected, or reviewed in the Office of the Marshall City Clerk, Monday-Friday, between the hours of 8:30AM-12:00PM and 1:00PM- 4:00PM. The Clerk's Office is located on the second floor of the Marshall City Hall, located at 323 West Michigan Avenue, Marshall, MI 49068.



## ITEM 10.B

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Eric Zuzga, Director of Community Services  
**DATE:** April 17, 2023  
**SUBJECT:** 421/423 MITCHELL SPECIAL LAND USE

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Josh Karaba has proposed a self-storage facility at 421 and 423 Mitchell Street. The property is currently zoned Research and Technology District (I-1) which categorizes self-storage facilities as a Special Land Use, which requires Planning Commission review and Council approval. The Planning Commission reviewed this request (administrative report attached) and the site plan for the project on April 12, 2023.

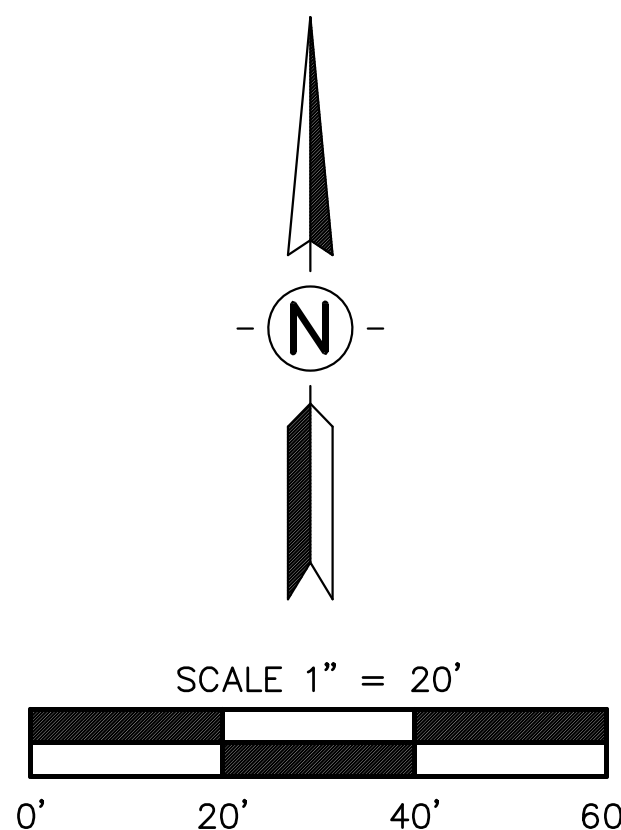
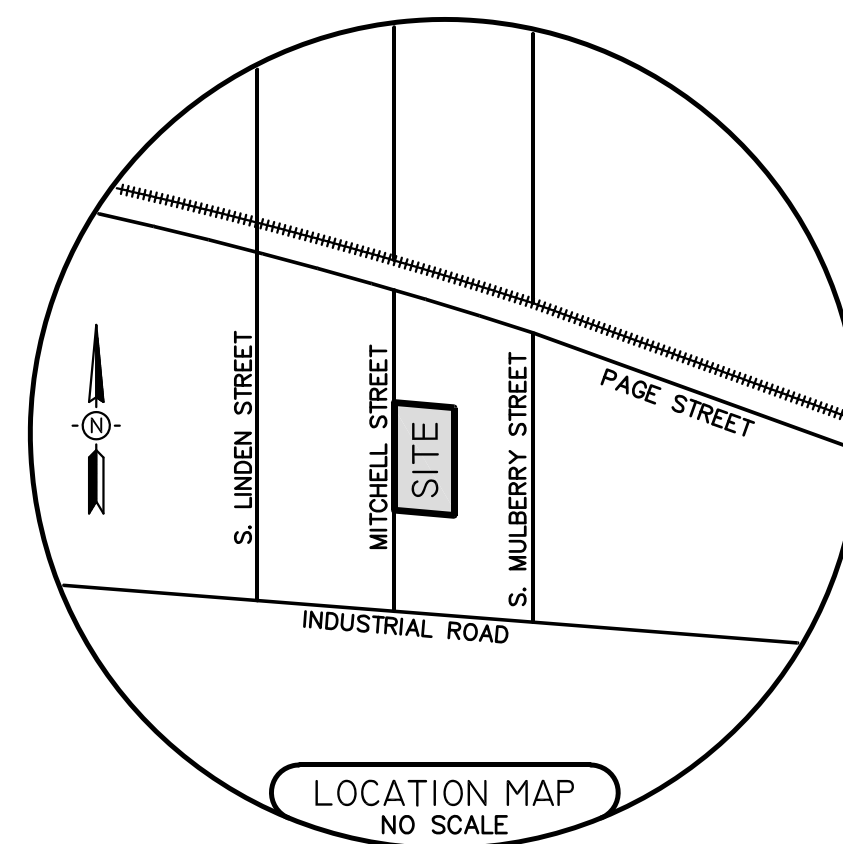
**BUDGET IMPACT:**

The addition of a self-storage facility on these two parcels will lead to a small increase in tax revenue.

**RECOMMENDATION:**

Approve the requested Special Land Use for the addition of a self-storage facility at 421 and 423 Mitchell Street.

FOR: **K & B INDUSTRIAL, LLC**



## BENCHMARKS

BM#1  
MAG NAIL EAST SIDE UTILITY POLE  
ELEVATION = 906.62 (NAVD88)

BM#2  
MAG NAIL EAST SIDE UTILITY POLE  
ELEVATION = 905.52 (NAVD88)

## SEWER INVENTORIES

CATCH BASIN #1  
INLET - 904.39  
12" SE 901.31

STORM MANHOLE #2  
RIM - 904.62  
18" NORTH 897.37  
12" EAST 900.52  
18" SOUTH 897.32  
12" WEST 898.92  
12" NW 901.22

CATCH BASIN #3  
INLET - 904.33  
12" NE 901.93

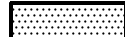
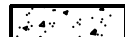
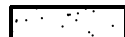
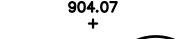
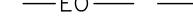
CATCH BASIN #4  
INLET - 904.24  
12" SW 901.71  
12" WEST 901.29

SANITARY MANHOLE #5  
RIM - 904.48  
6" NORTH 896.53  
6" SOUTH 896.43

**LEGAL DESCRIPTION:**

Lots 21, 22 and 23 of Martin and Hatch Addition to Marshall as recorded in Liber 3 of Plats, page 5, in the Office of the Register of Deeds of Calhoun County, Michigan.

## LEGEND

|                                                                                       |                              |
|---------------------------------------------------------------------------------------|------------------------------|
| M                                                                                     | = MEASURED                   |
| R                                                                                     | = RECORD                     |
| ●                                                                                     | = SET 1/2" BAR WITH CAP      |
| □                                                                                     | = FOUND IRON AS NOTED        |
|    | = DEED LINE                  |
|    | = DISTANCE NOT TO SCALE      |
|    | = FENCE                      |
|    | = ASPHALT                    |
|  | = CONCRETE                   |
|  | = GRAVEL                     |
| 904.07                                                                                | = EXISTING SPOT ELEVATION    |
|  | = EXISTING CONTOUR ELEVATION |
|  | = SANITARY SEWER             |
|  | = STORM SEWER                |
|  | = OVERHEAD WIRES             |
|  | = EDGE OF WOODS              |
|  | = DECIDUOUS TREE             |
|  | = CONIFEROUS TREE            |
|  | = STUMP                      |

 = SANITARY MANHOLE  
 = DRAINAGE MANHOLE  
 = CATCHBASIN  
 = UTILITY POLE  
 = GUY WIRE  
 = UTILITY PEDESTAL  
 = ELECTRIC METER  
 = POST  
 = MAILBOX

**TREE LEGEND:**

A = APPLE  
D = DECIDUOUS  
P = PINE  
ST = STUMP

## SITE DATA

PROPOSED STORAGE FACILITY  
TOTAL SITE AREA - 0.50 ACRES (21,824 S.F.)  
PROPERTY IS ZONED I-1  
EX. PAVED AREA = 2,420 S.F.  
PROP. PAVED AREA = 5,532 S.F.

## BUILDING SETBACKS

SETBACK VARIANCE APPROVED BY ZBA

### BUILDING/UNIT DATA

EXISTING BUILDING = 1,440 S.F.  
PROPOSED BUILDING = 3,960 S.F.  
MAXIMUM HEIGHT = 16'

## LOT COVERAGE

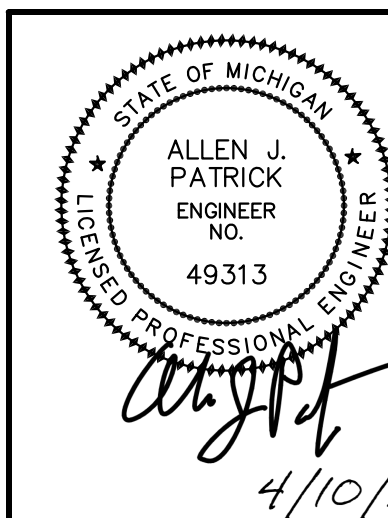
MAXIMUM ALLOWED = 40%  
PROPOSED LOT COVERAGE = 5400/21,824 = 24.7%

## GENERAL NOTES

10 S.F. SIGN WILL BE AFFIXED TO THE BUILDING  
SITE WILL HAVE NO UTILITIES EXCEPT ELECTRIC

ENGINEER/SURVEYOR:

KEBS, Inc.  
13432 PRESTON DR  
MARSHALL, MI. 49068  
PH:(269) 781-9800



|                 |                                                                                       |                                                                            |                                         |                                                                |  |
|-----------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------------------|--|
| REVISONS        |  | <b>KEBS, INC.</b>                                                          |                                         | <b>KY'S ENGINEERING<br/>BY LAM AND SURVEYS</b>                 |  |
| 2-27-23 SITE    |                                                                                       | 2116 HASLETT ROAD, HASLETT, MI 48840<br>PH. 517-339-0101 FAX. 517-339-6047 |                                         |                                                                |  |
| 3-15-23 SWALE   |                                                                                       | Marshall Office<br>Ph. 269-781-3800                                        |                                         |                                                                |  |
| 4-10-23 PARKING |                                                                                       | <b>CARABA STORAGE</b><br>SITE PLAN                                         |                                         |                                                                |  |
|                 |                                                                                       | SCALE: 1" = 20'<br>DATE: 2-10-23<br>AUTHORIZED BY:<br><b>JOSH CARABA</b>   | DESIGNER:<br>BEB<br>PROJECT MGR.<br>MJS | APPROVED BY:<br>AJP<br>SHEET 1 OF 1<br>JOB #:<br><b>100895</b> |  |





## ITEM 6.A

---

**TO:** Planning Commission  
**FROM:** Eric Zuzga, Director of Community Services  
**DATE:** April 12, 2023  
**SUBJECT:** SLU #23.01- 421 and 423 Mitchell Street Special Land Use

---

Josh Karaba is planning to construct a self-storage facility at 421 and 423 Mitchell Street. Self-storage facilities are a special land use in the I-1 zoning district. As required, a public hearing notice was published in the Advisor and notices were mailed to all property owners within 300' of the site. A site plan for the project is also on this agenda and is included in the packet.

The following standards are to be used in considering whether to approve the special land use request:

**A. The proposed use shall be in accordance with the City Master Plan and the intent and purpose of this subchapter**

*The proposed use meets the intent of the subchapter and the city master plan.*

**B. A documented and immediate need exists for the proposed use within the community.**

*While there are a few self-storage facilities in the surrounding townships, there is still a demand*

**C. The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood.**

*The use is compatible with the character of the neighborhood and will improve the appearance of the two parcels. No adverse impact on the enjoyment of neighboring parcels or development of the neighborhood is expected.*

**D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.**

*The proposed building appears to be compatible with the building to the south and will be an improvement over the current structures on the site.*

**E. The proposed use shall be compatible with the natural environment.**

*There is no expectation that there will be a negative impact on the environment.*

**F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.**

There is no expectation that the use will have an impact on the items in this section. In fact, we



expect the use to reduce the impact on these items.

**G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.**

*The City Development Review Team found that there would be no detriment to public health, safety, or welfare. There is no expectation that the site will cause unreasonable traffic.*

**BUDGET IMPACT:**

A small increase in taxes is estimated from the redevelopment of these parcels.

**RECOMMENDATION:**

Staff recommends approval of the Special Land Use for a self-storage facility at 421 and 423 Mitchell Street.

**City of Marshall**  
**Application for Site Plan Review**

Attn: Planning and Zoning Administrator  
323 W Michigan Ave.  
Marshall, Michigan, 49068

The following application is made to the City of Marshall Planning Commission in accordance with the provisions of the Planning and Zoning Department.

**1. Applicant Information**

Address of property being developed:

423 Mitchell street Marshall,mi 49068

---

Owner of property being developed:

K and B Resources

---

Owner's Address:

Marshall

Mi

49068

---

City

State

Zip

Owner's Phone Number:

269-763-3709 office

269-209-9414 Josh Karaba

---

**2. Owner's Agent if working for property owner.**

Name and Title:

---

Address:

---

City

State

Zip

---

Phone Number:

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**City of Marshall**  
**Application for Site Plan Review**

**3. Brief description of proposed project**

This will be a self-storage facility with a combination of large garage type units and smaller personal units.

**4. Property Information**

|                                             |                   |
|---------------------------------------------|-------------------|
| Is this property located in a floodplain?   | <div>no</div>     |
| Is this property located in a wetland?      | <div>no</div>     |
| Land area in square feet?                   | <div>2,1824</div> |
| Proposed building area in square feet?      | <div>3,960</div>  |
| Proposed paved area in square feet?         | <div>5,400</div>  |
| Existing paved area in square feet?         | <div>0</div>      |
| Lake or stream within 500 feet?             | <div>no</div>     |
| Any other agencies contacted for approvals? | <div>no</div>     |

If so, please list:

**City of Marshall**  
**Application for Site Plan Review**

**5. Authorization (Must be signed by the owner of the property)**

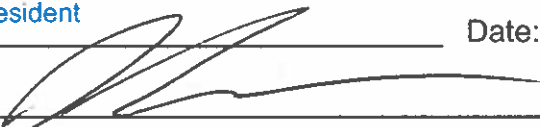
I am the owner of record for this property for which this application is being filed and as such, I am familiar with the development being proposed to be carried out on my property.

I hereby, give permission for this application to be filed with the full understanding that certain restriction may be placed on the property relative to the approval of the proposed work.

I further certify that under penalties of perjury, I am to sign this application.

Name (Please Print) Josh Karaba

Title: president Date: 2-28-23

Signature: 

**Note:** If there are multiple owners of the property or you are representing a group, corporation, or other organization attach a copy of a certified letter authorizing you to sign this application for the proposed development.

| LAND USE AND DEVELOPMENT FEES |                                                                            |                                  |
|-------------------------------|----------------------------------------------------------------------------|----------------------------------|
| <b>PLATS</b>                  |                                                                            |                                  |
|                               | Up to 30 Lots                                                              | \$550.00                         |
|                               | Over 30 Lots                                                               | \$750.00                         |
| <b>SITE CONDOMINIUMS</b>      |                                                                            |                                  |
|                               | Up to 30 Lots                                                              | \$450.00                         |
|                               | Over 30 Lots                                                               | \$650.00                         |
| <b>SITE PLANS</b>             |                                                                            |                                  |
|                               | Professional Fees for Consultants                                          | As billed                        |
|                               | Commercial and Industrial                                                  | \$350.00                         |
|                               | Special Land Use                                                           | \$400.00                         |
|                               | Planned Unit Development                                                   | \$500.00                         |
|                               | Amend a PUD                                                                | \$150.00                         |
|                               | Multiple Family Developments (Apartment &                                  | \$50 plus \$5.00 per unit or lot |
|                               | Additions to existing Site Plans if Planning Commission Review is required | \$100.00                         |
|                               | Extending Site Plan with Planning Commission                               | \$150.00                         |

# CITY OF MARSHALL

## City of Marshall Grease Discharge Control Policy

All non-residential establishments that prepare, cook, or dispense food and discharge wastewater to the City of Marshall sanitary sewer system, are required to install and maintain an appropriately sized grease trap/grease interceptor. These establishments include but are not limited to restaurants, school kitchens, hotel kitchens, hospitals, church kitchens, bars, clubs, grocery stores, etc.

The City of Marshall Sewer Use Ordinance prohibits the discharge of grease in amounts that could cause interference or obstruction of wastewater flow. The Sewer Use Ordinance establishes the City's authority to enforce this policy and to impose fines and penalties for non-compliance, and to recover costs associated with enforcement & non-compliance.

Owners are required to contract a licensed plumber to install a properly sized grease trap/interceptor in accordance with the State of Michigan Plumbing Code. The grease trap or interceptor shall be certified by and/or designed according to the Plumbing and Drainage Institute standards. Prior to final connection to the City's sanitary sewer, the owner must notify the City Plumbing Inspector for inspection. The City of Marshall Wastewater Treatment Department must also be notified. Grease trap/interceptor location and specifications must be provided along with a written employee grease handling policy and an appropriate grease trap/interceptor maintenance schedule. Failure to meet code requirements, or provide required information will result in a denial to connect.

City personnel will inspect grease trap/interceptors and maintenance records on a regular basis. Failure to appropriately maintain a grease trap/interceptor may result in fines and/or disruption of service.

### **Cross Connections**

In an effort to eliminate cross connections, the applicant needs to install backflow prevention devices in accordance with the Michigan Plumbing Code. For non-residential water users, backflow prevention devices for facility containment are preferred. Prior to connecting to water services, a cross connection inspection must be scheduled with the Water Superintendent.

**Water Superintendent:** Aaron Ambler 269.558.0328

**Building Official:** Tim Musser 269.781.3985

## CITY OF MARSHALL

### Site Plan Review Checklist for General Development

Date: 2-28-23

Zoning District I-1

Proposed Use: storage facility

Is this a Permitted Use? SLU ☒ Yes ☐ No  
If yes list section number: 3.1.12.C.iv

Is the property in the Well Head Protection Area? ☐ Yes ☒ No ☐ NA

Property Address: <sup>421</sup> 423 M. L. L. II

### Information of Responsible Party that prepared plans

Name: Frank Mason Architect

Company Name: \_\_\_\_\_

Company Address: PO Box 42 Marshall, Mi 49068

\_\_\_\_\_

\_\_\_\_\_



## CITY OF MARSHALL

Zoning Ordinance, Article 6: Development Procedures: Section 6:3 - Site Plan Review is needed when:

- ☐ (A) - Any use or development stipulated elsewhere in the ordinance.
- ☐ (B) - All uses subject to land approval.
- ☐ (C) - Any areas for which off-street parking is required except for single- and two-family dwellings on a single lot.
- ☐ (D) - All permitted use, new construction, or any change of use lying contiguous to or across the street from a residential district.
- ☐ (E) - All residentially related uses permitted in a one-family district such as, but not limited to, institutional uses, churches, or public facilities.
- ☐ (F) - Any new use, addition or accessory structure that requires additional off-street parking to that already provided.
- ☐ (G) - Site plans for subdivisions and site condo developments.
- ☐ (H) - All uses not otherwise included within a specific use district.
- ☐ (I) - Any use for which the zoning administrator determines that PC review is necessary to determine compliance with the zoning ordinance.
- ☐ (J) - Amendments to approve site plans, except that the City Manager may approve minor modifications.

**Note: Staff will review all plans prior to submitting them to Planning Commission.**

**Development Procedures: 6.3 – Site Plan Review: The following information should be included in your site plan:**



Plans submitted for site plan review shall be stamped by a design professional licensed by the State of Michigan such as a landscape architect, architect, or civil engineer.



Site plans shall be drawn to an engineer's scale appropriate for a sheet size of at least 24 by 36 inches, not to exceed one (1) inch equals 50 feet. If a large development must be depicted in sections on multiple sheets, then an overall composite sheet shall be provided.



Date, north arrow scale, existing zoning, zoning of adjacent properties, legal description of the property, easements, and the names and addresses of the

## CITY OF MARSHALL

architect, planner, designer, or civil engineer responsible for the preparation of the site plan.



The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties and a boundary survey of the parcel.



The location, height and dimensions of all existing and proposed structures on the subject property and all existing structures within 100 feet of the subject property.



A finished floor elevation and exterior building elevation drawing shall be submitted with the site plan.



The location of all existing and proposed drives, walks and parking areas.



The location and right-of-way widths of all abutting streets and alleys.



The location and size of all existing and proposed sanitary sewer lines, water lines, and storm drainage facilities must be shown.



The location and size of all existing and proposed electric, natural gas, telephone, cable TV and solid waste disposal facilities must be shown.



The location, height area of illumination and fixture details of all existing and proposed lighting shall be provided. All lighting shall be located and oriented to have a minimal impact on adjacent properties.



The size, height, location and illumination of all existing and proposed signs shall be provided to insure ordinance compliance.



The location of existing natural features such as wooded areas, floodplains, wetlands, drainage courses, and a topographic survey of spot elevations of the site.



Other information as requested by the Zoning Administrator or Planning Commission to verify that the site and use follow the Ordinance.



The Planning Commission may waive any of the foregoing requirements determined unnecessary for site plan review purposes.

# CITY OF MARSHALL

## PLANNING COMMISSION CONSIDERATIONS

The Planning Commission shall consider the following standards in the process of reviewing any site plan for approval:

1. **Adequacy of information.** The site plan information is complete, accurate, and in an understandable form that accurately depicts and describes the proposed development.
2. **Site appearance and preservation.** The site layout promotes the normal and orderly development of surrounding lots, and the development layout preserves, to the extent feasible, the site's natural, cultural, and historical features, such as but not limited to significant buildings, wetlands, topography, and woodlands.
3. **Pedestrian access.** Existing and proposed sidewalks or pedestrian pathways connect to existing and planned public sidewalks and pathways in the area, and comply with applicable barrier-free access standards.
4. **Vehicular circulation.** Drives, streets, parking, site access and other vehicle-related elements are designed to minimize traffic conflicts on adjacent streets, and to promote safe and efficient traffic circulation.
5. **Parking and loading.** Off-street parking lots and loading areas are arranged and located to accommodate the intensity of proposed uses, minimize conflicts with adjacent uses, and promote shared-use of common facilities where feasible.
6. **Building composition.** Building design and architecture are harmonious with the surrounding neighborhood with regard to scale, mass, proportion, and materials.
7. **Screening.** Adequate screening elements have been provided to buffer or separate unlike or conflicting land uses, and to screen off-street parking, mechanical appurtenances, loading and unloading areas and storage areas from abutting residential districts and street rights-of-way.
8. **Exterior lighting.** All exterior lighting fixtures are designed and arranged to minimize glare and light trespass, prevent vision impairments, and maximize security.
9. **Impact upon public services.** The impact upon public services (including utilities, streets, police and fire protection, emergency access, and public sidewalks and pathways) will not exceed the existing or planned capacity of such services.

# ITEM: 12.A

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Eric Zuzga, Director of Community Services  
**DATE:** April 17, 2023  
**SUBJECT:** **SITE PLAN REVIEW CONTRACT FOR BLUEOVAL BATTERY PARK PROJECT**

---

Due to the size and complexity of the proposed Blue Oval Battery Project, City staff determined that additional assistance from a planning/engineering consultant was necessary to ensure our site plan review process is effective. Staff requested a proposal from Progressive AE, who is a full service planning/engineering firm based in Grand Rapids. Progressive AE was chosen due to their familiarity with the I-3 Zoning Ordinance (which they helped draft) and their capability to provide the expedited site plan review services needed for this project.

The decision was made to sole source this contract due to the lack of time to complete an RFP process and more importantly, the funds for this service are not coming from the city. The MEDC has committed to reimbursing the city for site plan review expenses for the Ford project.

### **BUDGET IMPACT:**

A budget amendment will be needed to account for the additional expense related to site plan review. However, the MEDC has committed to covering site plan review and other city expenses for the BlueOval Battery Park project.

### **RECOMMENDATION:**

Approve the contract for site plan review services with Progressive AE for the BlueOval Battery Project in the amount up to \$40,000 for the first phase and up to \$15,000 for any future changes/phases.

January 20, 2023

Eric Zuzga, ICMA-CM, EDFP, Director of Community Services  
City of Marshall  
323 West Michigan Avenue  
Marshall, MI 49068

Re: Updated Proposal for Professional Engineering Services for Site Plan Review

Dear Mr. Zuzga,

Progressive AE is pleased to present this proposal for engineering services for Site Plan Review for the City of Marshall. Following is our understanding of the project, our scope of services, proposed schedule and compensation for your consideration.

### **UNDERSTANDING OF PROJECT**

We understand that a significant manufacturing company may establish a new facility in the City of Marshall. The scale of the facility is significant and may include an approximate 3,500'x90' building footprint with multiple buildings and parking lots on the 800-acre site. A phased site plan approach is likely, with changes as they move forward in construction to move the process forward rapidly. The site plan will be approved administratively with city staff and Progressive AE staff responsible for review and approval. We will need to be responsive (10-14 days for review and approval). The site will be graded by the State prior to any company beginning their process. Stormwater planning is underway and will be completed by the State prior to a manufacturing company taking over the site. Progressive AE will need to review the stormwater work and ensure it meets Marshall standards. The buffer area along Michigan Avenue will be completed by the State and operated by local entity (TBD).

The City will need to provide site plan review services to ensure that what is planned, approved and built meets the City's standards. The City is accordingly seeking professional site plan review services to ensure that this review work is performed accurately and timely on this important regional investment.

### **SCOPE OF BASIC SERVICES**

Based upon the above project understanding, we will provide the following scope of services:

- Site Plan Review services including:
  - Attendance at pre-submittal meetings with the City and the developer.
  - Organization and record management of submittals made by the developer.
  - Completion of Site Plan Reviews.
  - Attendance at relevant Planning Commission and City Council meetings.

All services to be completed by an experienced, licensed Professional Engineer. Our staff has extensive experience in completing site plan reviews with several communities.

### **SCHEDULE**

It is anticipated that the entirety of the project will be built over a 4-year period. Planning for the entire project will likely happen in the first year, along with design of the first 2-year phase of the project. A second 2-year phase could also happen with detailed design for additional expansion. The first year will therefore include a significant amount of review time; subsequent years will include smaller scale projects and thus smaller involvement in site plan review.

We are familiar with the quick turnaround needed for site plan reviews due to Planning Commission submittal timelines and will work with the City in completing reviews according to the needed schedule.

### PROFESSIONAL COMPENSATION

Based upon the above identified scope of services for the planning and first phase of the project Progressive AE proposes compensation for professional services on an hourly basis towards an estimated amount of \$40,000 (forty thousand dollars) including reimbursable expenses to be invoiced according to the attached Schedule of Invoice Rates.

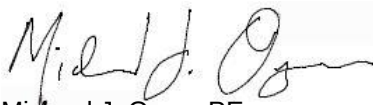
For subsequent phases Progressive AE proposes compensation on an hourly basis towards an estimated amount of \$15,000 (fifteen thousand dollars) annually, including reimbursable expenses to be invoiced according to the attached Schedule of Invoice Rates.

Progressive AE has prepared this proposal for City of Marshall and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The terms of this proposal defining project understanding, scope, schedule, and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid unless superseded by an AIA Standard Form of Agreement. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive AE in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,



Michael J. Oezer PE  
Senior Municipal Engineer



Timothy M. Bradshaw  
Municipal Practice Leader

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF MARSHALL**



# ITEM: 12.B

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Eric Zuzga, Director of Community Services  
**DATE:** April 17, 2023  
**SUBJECT:** **SCHEDULE REZONING PUBLIC HEARING FOR 425 PARCELS  
FROM MARSHALL TOWNSHIP**

---

The City Council has approved a number of land transfer agreements over the last three months with Marshall Township for the proposed BlueOval Battery Project. Staff have worked with Ford, MEDC, and MAEDA to identify the amount of land that will be needed for the project, recently completing property combination and splits in order to create the new Ford parcel. In order to complete the zoning process for this new process, the Joint Planning Commission will hold a public hearing on April 25, 2023 to consider the zoning of parcel 53-281-021-00, 13700 West Michigan Avenue, to Industrial and Manufacturing Complex (I-3) Zoning District.

To complete the zoning process, the City Council needs to hold a public hearing to consider the request. A proposed ordinance that would need to be approved to complete the zoning designation is attached to this report.

**BUDGET IMPACT:**

None.

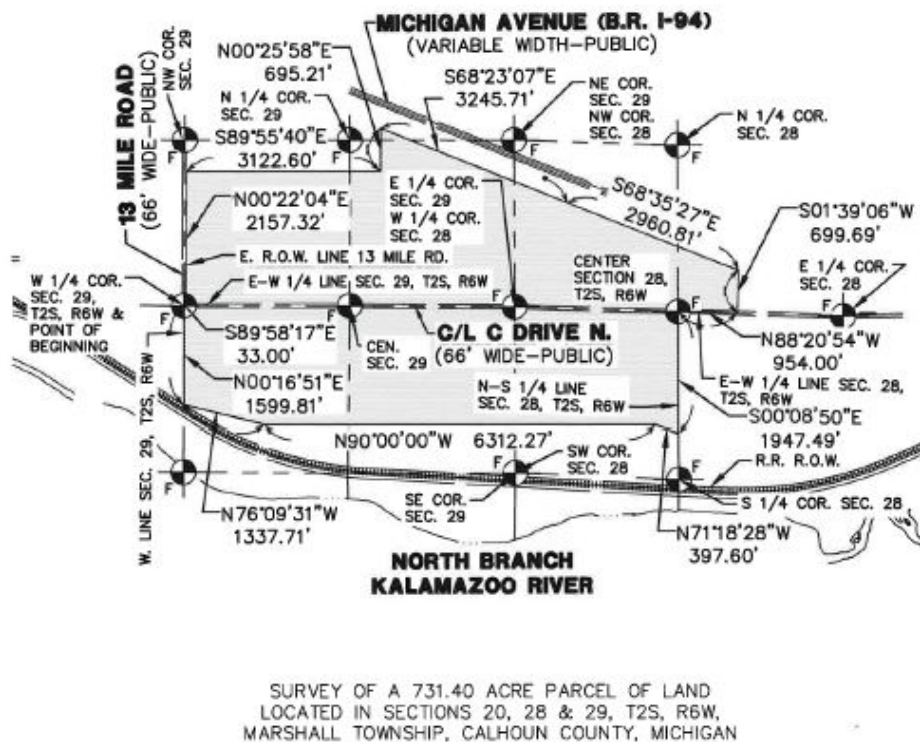
**RECOMMENDATION:**

Set a public hearing for May 1, 2023 at 7:00 PM to consider zoning designation of Industrial and Manufacturing Complex (I-3) for parcel 53-281-021-00, 13700 West Michigan Avenue.

**CITY OF MARSHALL  
PUBLIC HEARING NOTICE**

The Marshall City Council will be holding a public hearing on Monday, May 1, 2023 at 7:00 p.m. in the Board of Commission Chambers of the Marshall County Building, 315 W Green St, Marshall, MI 49068. The purpose of the meeting will be to consider the following items:

- **Public Hearing for Rezoning Application RZ 23.01 for the rezoning of 13700 W Michigan Ave, parcel 53-281-021-00, which contains parcels that were transferred under a PA 425 agreement with Marshall Township from Township Zoning to Industrial and Manufacturing Complex (I-3)**



The following parcels or portions of parcels that are included in the above map are included in the rezoning request:

|               |               |               |               |               |
|---------------|---------------|---------------|---------------|---------------|
| 16-201-021-00 | 16-290-006-00 | 16-291-009-00 | 16-201-015-00 | 16-282-006-00 |
| 16-281-021-00 | 16-290-009-00 | 16-291-015-00 | 16-282-003-00 | 16-290-024-00 |
| 16-291-012-00 | 16-290-018-00 | 16-290-021-01 | 16-290-021-02 | 16-290-021-03 |
| 16-290-021-04 | 16-290-021-05 | 16-281-015-01 | 16-281-015-02 | 16-281-015-05 |

Any property owner or their representative, or any interested person is invited to attend the meeting to be held as noticed above. Those wishing to comment may do so in person at the meeting or may send written comments to the attention of Eric Zuzga, City of Marshall, 323 W. Michigan Ave., Marshall, Michigan 49068.

The City of Marshall will provide necessary and reasonable auxiliary aids and services to individuals with disabilities at the hearing upon reasonable notice to the City Clerk of the need for the same. Individuals

with disabilities requiring auxiliary aids or services should contact the office of the City Clerk at least four (4) days prior to the hearing. The City Clerk's Office can be reached at phone: 269-781-5183 or in-person at the location and times indicated below.

A copy of the ordinance may be obtained, inspected, or reviewed in the Office of the Clerk, Monday-Friday, between the hours of 8:30AM-12:00PM and 1:00PM- 4:00PM. The Clerk's Office is located at City Hall, 323 West Michigan Avenue, Marshall, MI 49068. The Clerk's Office can be reached at 269-781-5183.



SCALE: 1"=1500'

## LEGEND



NOTE: BEARINGS BASED ON  
STATE PLANE COORDINATES AS  
DETERMINED FROM GLOBAL  
POSITIONING SYSTEM (GPS).

MIDWESTERN  
CONSULTING

3815 Plaza Drive Ann Arbor, Michigan 48108  
(734) 995-0200 • www.midwesternconsulting.com  
Land Development • Land Survey • Institutional • Municipal  
Wireless Communications • Transportation • Landfill Services



## MAEDA

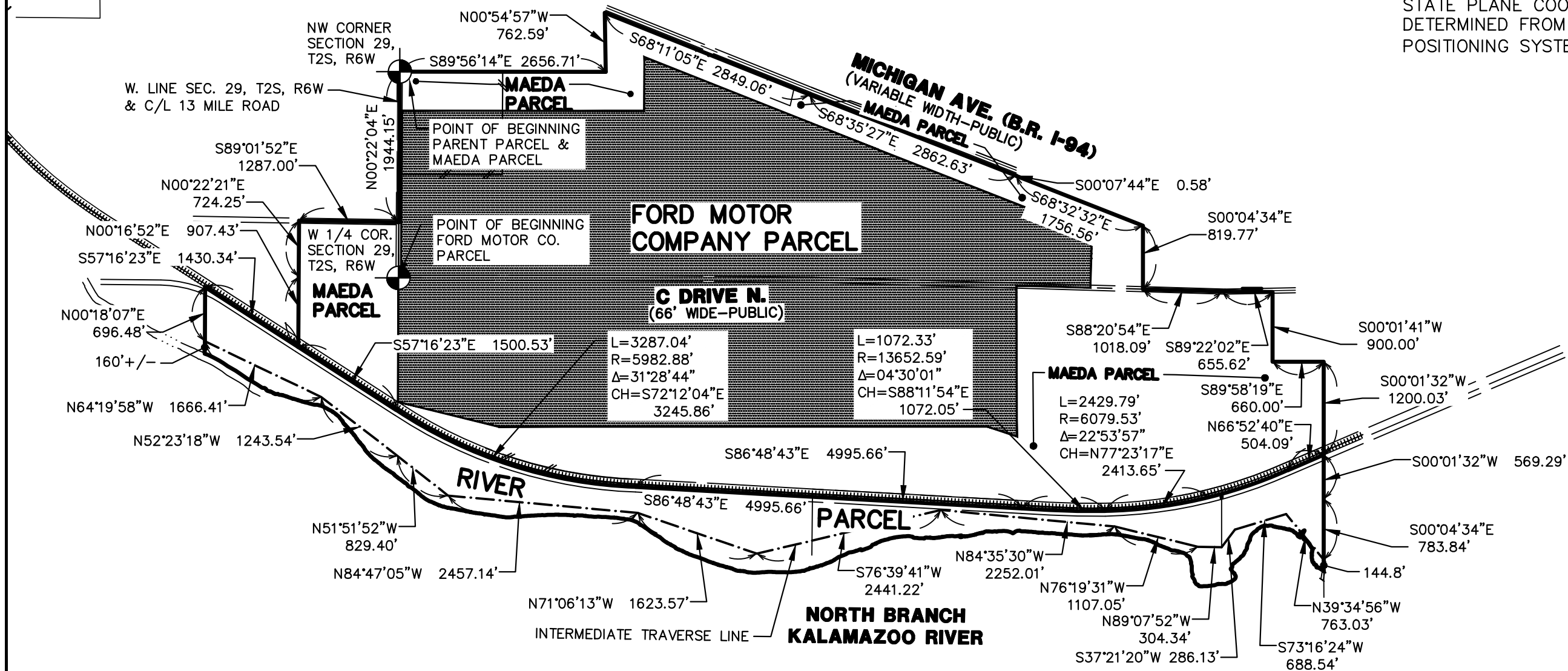
SURVEY OF LAND IN SEC. 20, 27, 28, 29, 30, 32, 33 & 34,  
T2S, R6W, MARSHALL TWP., CALHOUN CO., MI.

JOB #: 22367

DATE: 4/03/23

SHEET 1 OF 1

CADD: KMW



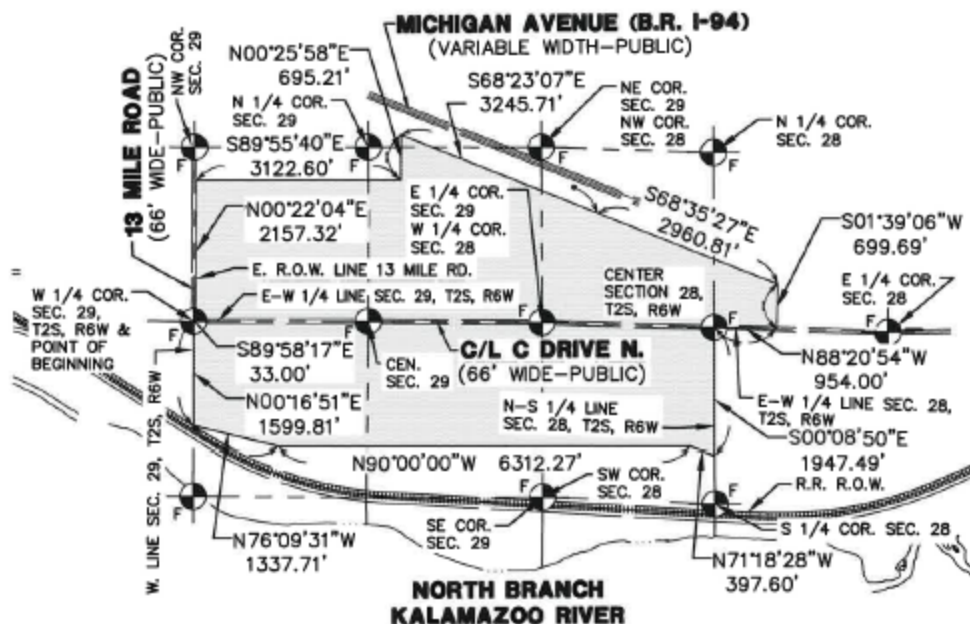
**CITY OF MARSHALL  
ORDINANCE #2023-08**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF A PARCEL OF REAL PROPERTY, PARCEL # 53-281-021-00, FROM TOWNSHIP ZONING TO INDUSTRIAL AND MANUFACTURING COMPLEX (I-3).

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

**Section 1. Purpose.** The purpose of the Zoning Ordinance amendment is to the promote the public health, safety, and general welfare of the residents of the City of Marshall by regulating the land use for safe and efficient use of lands to meet the needs of the state's residents for industry, trade, service, and other uses of land and to reduce hazards to life and property.

**Section 2. Amendment to the Zoning Ordinance.** Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to change the zoning district for the below described properties from Township Zoning to Industrial and Manufacturing Complex (I-3).



SURVEY OF A 731.40 ACRE PARCEL OF LAND  
LOCATED IN SECTIONS 20, 28 & 29, T2S, R6W,  
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

TAX PARCEL # (53-281-021-00) Legal Description

LEGAL DESCRIPTION OF LAND LOCATED IN SECTIONS 20, 28, & 29, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN  
BEGINNING at the W 1 / 4 corner of Section 29, T2S, R6W, Marshall Township, Calhoun County, Michigan, thence S 89°58' 17" E 33.00 feet along the E-W 1 / 4 line of said Section 29 to the East right-of-way line of 13 Mile Road; thence N 00°22'04" E 2157 .32 feet along said East right-of-way; thence S 89°55' 40" E 3122.60 feet; thence N 00°25'58" E 695.21 feet; thence S 68°23'07" E 3245.71 feet; thence S 68°35'27" E 2960.81 feet; thence S 01°39'06" W 699.69 feet; thence N 88°20'54" W 954.00 feet along the E-W 1 / 4 line of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan & the centerline of C Drive North (66.00 feet wide) to the Center of said Section 28; thence S 00°08'50" E 194 7.49 feet along the N-S 1 / 4 line of said Section 28; thence N 71°18'28" W 397.60 feet; thence N 90°00'00" W 6312.27 feet; thence N 76°09' 31" W 1337. 71 feet; thence N 00°16'51" E 1599.81 feet along the West line of said Section 29 to the POINT OF BEGINNING.

Being a part Sections 20, 28 & 29, T2S, R6W, Marshall Township, Calhoun County, Michigan and containing 731 .40 acres of land, more or less. Being subject to the rights of the public over that portion of land as occupied by C Drive North (66.00 feet wide). Being subject to easements and restrictions of record, if any.

**Section 3. Appropriation.** The City Council appropriates \$40,000 for site plan review services and \$250,000 for building inspection services for the development of the proposed industrial project on the properties identified and described under this ordinance.

**Section 4. Severability.** It is the legislative intent of the City by adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the residents of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof. If any section, paragraph, clause, phrase or part of this Ordinance is held invalid by any court of competent jurisdiction or any agency, department or commission empowered by statute for such purposes, such decision shall not affect the validity of the remaining provisions of this Ordinance, and the application of those provisions to any person or circumstance shall not be affected thereby.

**Section 5. Code Edits.** The editors of the Marshall City Code are hereby authorized, subject to approval of the City Manager, or designee, to update and revise code section numbers to effectuate the provisions of this Ordinance.

**Section 6. Section Headings.** The section headings used in this ordinance are for convenience only and are not a part of this Ordinance.



**Section 7. Publication.** This Ordinance shall be published in the Marshall Chronicle, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

**Section 8. Effective.** This Ordinance be effective publication upon the expiration of 7 days after publication.

Introduced by the Marshall City Council this \_\_\_ day of \_\_\_\_\_, 2023.

Adopted by the Marshall City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Motion by**

**Second by**

**Ayes:**

**Nays:**

**Absent:**

Approved:

---

James Schwartz, Mayor

STATE OF MICHIGAN  
COUNTY OF CALHOUN

I, Michelle Eubank, Marshall City Clerk, certify this is Ordinance #\_\_\_\_\_ adopted by the Marshall City Council at a meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a meeting held according to the Open Meetings Act, Public Act No. 267 of 1976, as amended. I further certify Ordinance # 2023 - \_\_\_\_ was published in the Marshall Ad-Visor, a newspaper of general circulation in the City of Marshall, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, subsequent to its adoption.

---

Michelle Eubank, City Clerk

Introduced:  
Public Hearing:  
Adopted:  
Published:  
Effective:

## ITEM: 12.C

### ADMINISTRATIVE REPORT

---



**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Martin Erskine, Fire Chief  
**DATE:** April 17, 2023  
**SUBJECT:** **COMMUNITY RISK ASSESSMENT & REDUCTION GRANT APPLICATION**

---

The Fire Department is requesting authorization to submit a grant to conduct a Community Risk Assessment (CRA) and Community Risk Reduction (CRR) Plan to the Federal Emergency Management Agency (FEMA). FEMA has opened the Fire Prevention and Safety Grant to allow for requests for CRA & CRR programs. CRA/CRR plans are a vital part of the accreditation process, but more importantly, will help us allocate our resources and efforts to the most critical risk we have.

**BUDGET IMPACT:**

The total cost for a complete CRA/CRR plan by a professional outside organization is estimated at \$50,000. If we receive this grant, we would be responsible for a 10% match (\$5,000). If successful, the local match will be provided using budgeted funds in the Fire Department Operating Budget.

**RECOMMENDATION:**

Approve submittal of the grant to FEMA for a Community Risk Assessment (CRA) and Community Risk Reduction (CRR) Plan and authorize the City Manager and City Clerk to sign and submit the necessary documents.

## System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

### CITY OF MARSHALL

|                                                      |                                            |
|------------------------------------------------------|--------------------------------------------|
| Information current from SAM.gov as of:              | 04/02/2023                                 |
| UEI-EFT:                                             | PLHLA25J9BA8                               |
| DUNS (includes DUNS+4):                              | 828616628                                  |
| Employer Identification Number (EIN):                | 386004708                                  |
| Organization legal name:                             | CITY OF MARSHALL                           |
| Organization (doing business as) name:               |                                            |
| Mailing address:                                     | 323 W MICHIGAN AVE MARSHALL, MI 49068-1547 |
| Physical address:                                    | 323 W MICHIGAN AVE MARSHALL, MI 49068-1547 |
| Is your organization delinquent on any federal debt? | N                                          |
| SAM.gov registration status:                         | Active as of 02/13/2023                    |

✓ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

## Applicant information

Please provide the following additional information about the applicant.

|                |                          |
|----------------|--------------------------|
| Applicant name | Marshall Fire Department |
|----------------|--------------------------|

### Main address of location impacted by this grant

|                |                  |
|----------------|------------------|
| Main address 1 | 1201 Arms Street |
| Main address 2 |                  |
| City           | Marshall         |

|                                                                                                                                                       |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| State/territory                                                                                                                                       | MI      |
| Zip code                                                                                                                                              | 49068   |
| Zip extension                                                                                                                                         | 1045    |
| In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? | Calhoun |

## Applicant characteristics

The FP&S (Fire Prevention and Safety) program intends to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. Grant funds are available in two activities: Fire Prevention and Safety Activity and Research and Development Activity. Please review the Notice of Funding Opportunity for information on available categories within each activity area and for more information on the evaluation process and conditions of award. Please provide the following additional information about your organization.

|                                             |                                   |
|---------------------------------------------|-----------------------------------|
| Activity:                                   | Fire Prevention and Safety (FP&S) |
| Applicant type:                             | Fire Department/Fire District     |
| What kind of organization do you represent? | Combination (Majority Volunteer)  |

What is the percentage of career members in your organization? 42

|                                                                                                                                                             |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. | Yes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|

|                              |       |
|------------------------------|-------|
| Please enter your FDIN/FDID. | 01312 |
|------------------------------|-------|

## Operating budget

What is your organization's operating budget for programs that enhance the safety of the public and firefighters with respect to fire and fire-related hazards (including fire prevention, fire code enforcement, fire/arson investigation, wildfire prevention, and firefighter health and safety research and



development)? Please include costs (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) for the current (at the time of application) fiscal year, as well as the previous two fiscal years.

Current fiscal year:

**2023**

| Fiscal Year | Operating budget |
|-------------|------------------|
| 2023        | \$1,434,308.00   |
| 2022        | \$1,341,046.00   |
| 2021        | \$1,340,615.00   |

Please explain the applicant's need for financial assistance to carry out the proposed project(s). Provide detail about the applicant's total operating budget, including a high-level breakdown of the budget. Describe the applicant's inability to address financial needs without federal assistance. Discuss other actions the applicant has taken to meet their needs. Include information on efforts to obtain funding elsewhere and how similar projects have been funded in the past.

**The MFD is not in a position to spare \$50,000 from its budget in order to fund this risk assessment initiative. In the last year the department had to cut operating expenses and eliminate parts of personnel costs to offset budget short falls brought on by COVID. As a consequence, and due to drastically increased costs of operations our budget has downsized to basically a maintenance mode with no funds for special projects or capital improvements. The current MFD operating budget and the previous two years budgets average \$1,371,990 with an average of 74% going for salaries and personnel expenses. This leaves an average of only \$356,717 to cover all other operational expenses including apparatus maintenance, equipment maintenance, legal and professional fees, training, PPE, building and grounds, etc. COVID 19 has taken a massive toll on the City of Marshall, resulting in many shuttered businesses and layoffs that the community has not yet recovered from. The dramatic increase in unemployed people due to COVID left many people in the community unable to pay their taxes and placed the City of Marshall into a budget shortfall situation that were felt by all city departments and in particular the MFD. This factor along with the Headley Amendment which restricts taxable property value increases to the lesser of inflation or 5% has increased our budget woes. This means that even though the value of a particular piece of property increases at the rate of inflation, the taxes levied for the entire community are rolled back. To help combat these factors the City implanted a millage increase in 2014 which allowed for revenues to slowly meet the City's budget. This worked fine until the unanticipated budget crash brought on by COVID. Because the City implemented a millage increase on 2014 it is reluctant to implement another increase the rate again at this time. The bottom line is that there is no possibility in the foreseeable future of the MFD receiving any additional funding from the City in order to fund this risk assessment project. The MFD budget is entirely raised from property taxes other than a SAFER grant the MFD received in 2021 for three firefighter positions. The FP&S Grant program is the only opportunity we have to fund this Risk Assessment/Standards of Cover project.**

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

**No**



## Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

**No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

**Yes**

Please provide an explanation for other funding sources in the space provided below.

**Marshall Fire Department was awarded \$836,493 through the SAFER FY20 grant program for the purpose of hiring three firefighters.**

## Community description

Please provide the following additional information about the community your organization serves.

What type of community does your organization serve?

**Suburban**

What is the permanent resident population of your first due response zone/jurisdiction served?

**7094**

Please describe your organization and/or community that you serve.

**The Marshall Fire Department (MFD) is a municipal all hazard department staffed with 11 full time personnel and supplemented by up to 15 paid-on-call staff. We are surrounded by three townships that have no full-time staff-- they are all paid-on-call. We respond from a single station with a fleet of two engines, one aerial, one brush/quick attack and three support vehicles. We respond to an average of 880 fire/EMS and rescue calls annually, with 67% of the incidents being EMS calls. In the past ten years the call volume handled by the MFD has doubled due to development in the city. The MFD is heavily integrated into a county-wide Box Alarm system for any working fire/incident in Calhoun County. Additionally, we are part of Michigan MABAS 3505. We have mutual aid agreements with 23 area fire departments. We respond to, or receive, automatic and mutual aid an average of 35 times annually. We are located in a very diverse area in the lower, central portion of lower Michigan. The City of Marshall (population 7,094 permanent residents and a daytime population of over 20,000) ranges from densely packed to a 189 acre protected nature preserve. The Marshall area is some of the last open area between Detroit and Chicago and is experiencing a high rate of development. Throughout the year MFD firefighters are involved in various fire prevention activities including industrial and commercial fire inspections; fire safety programs for school children, senior citizens and civic organizations; and we have a city-wide residential smoke detector program that provides free smoke detectors and batteries. We recently implemented an aggressive code inspection program due to the addition of three personnel from SAFER Grant. We are also performing pre-fire planning with our operation personnel.**

## Grant request details

**Grand total: \$51,500.00**

### Program area: Fire prevention and safety

▶ **Activity: Community Risk Reduction** **\$50,000.00**

### Program area: Pre-Award Costs

▶ **Item: Grant writer fee** **\$1,500.00**

## Grant request summary

The table or tables below summarize the number of items and total cost within each FP&S activity category you have requested funding for. This table or tables will update as you change the items within your grant request details.

### Pre-Award Costs

| Item             | Number of items | Total cost        |
|------------------|-----------------|-------------------|
| Grant writer fee | 1               | \$1,500.00        |
| <b>Total</b>     | <b>1</b>        | <b>\$1,500.00</b> |

### Fire prevention and safety

| Activity – Project                                                                                           | Number of items | Total cost         |
|--------------------------------------------------------------------------------------------------------------|-----------------|--------------------|
| Community Risk Reduction-<br>Risk Assessments City of<br>Marshall Comprehensive<br>Community Risk Assessment | 1               | \$50,000.00        |
| <b>Total</b>                                                                                                 | <b>1</b>        | <b>\$50,000.00</b> |

Is your proposed project limited to one or more of the [following activities](#) ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

## Budget summary

### Budget summary

| Object class categories                        | Year 1             | Year 2        | Total              |
|------------------------------------------------|--------------------|---------------|--------------------|
| Personnel                                      | \$0.00             | \$0.00        | \$0.00             |
| Fringe benefits                                | \$0.00             | \$0.00        | \$0.00             |
| Travel                                         | \$0.00             | \$0.00        | \$0.00             |
| Equipment                                      | \$0.00             | \$0.00        | \$0.00             |
| Supplies                                       | \$0.00             | \$0.00        | \$0.00             |
| Contractual                                    | \$51,500.00        | \$0.00        | \$51,500.00        |
| Construction                                   | \$0.00             | \$0.00        | \$0.00             |
| Other                                          | \$0.00             | \$0.00        | \$0.00             |
| <b>Total direct charges</b>                    | <b>\$51,500.00</b> | <b>\$0.00</b> | <b>\$51,500.00</b> |
| Indirect charges                               | \$0.00             | \$0.00        | \$0.00             |
| <b>TOTAL</b>                                   | <b>\$51,500.00</b> | <b>\$0.00</b> | <b>\$51,500.00</b> |
| Program income                                 |                    |               | \$0.00             |
| <b>Non-federal resources</b>                   |                    |               |                    |
| Applicant                                      |                    |               | \$2,452.38         |
| State                                          |                    |               | \$0.00             |
| Other sources                                  |                    |               | \$0.00             |
| Remarks                                        |                    |               |                    |
| <b>Total Federal and Non-federal resources</b> |                    |               |                    |
| Federal resources                              | \$49,047.62        | \$0.00        | \$49,047.62        |
| Non-federal resources                          | \$2,452.38         | \$0.00        | \$2,452.38         |



| Object class categories | Year 1      | Year 2 | Total       |
|-------------------------|-------------|--------|-------------|
| <b>TOTAL</b>            | \$51,500.00 | \$0.00 | \$51,500.00 |

## Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

**Yes**

### Application participants

Please add all individuals or organizations who assisted with the application.

Include all individuals or organizations who assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application or not.

|                                                                                       |                                                              |                                                                          |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Stephanie Bays</b><br><br><a href="mailto:sbays@lexipol.com">sbays@lexipol.com</a> | <b>Primary phone</b><br>4156947035<br>Work<br><br><b>Fax</b> | <b>Mailing address</b><br>2611 Internet Blvd.<br>#100<br>Frisco TX 75234 |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------|

### Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

|                                                                                                                              |                                                                      |                                                        |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------|
| <b>Christy Ramey</b><br>Purchasing Agent<br><br><a href="mailto:cramey@cityofmarshfield.com">cramey@cityofmarshfield.com</a> | <b>Primary phone</b><br>2697815183<br>Work<br><br><b>Fax</b><br><br> | <b>Additional phones</b><br>2697813922<br>Work<br><br> |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------|

## Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

### SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).



6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers



system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

## **Certifications regarding lobbying**

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.



3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

## SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

## Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible,

and can be completed within the award's Period of Performance (POP).

## **Accuracy of application**

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

## **Authorized Organizational Representative for the grant**

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

## **Authorization to submit application on behalf of applicant organization**

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

FP&S FY22  
Narrative Template

Community Description—

The Marshall Fire Department (MFD) is a municipal all hazard department staffed with 11 full time personnel and supplemented by up to 15 paid-on-call staff. We are surrounded by three townships that have no full-time staff-- they are all paid-on-call. We respond from a single station with a fleet of two engines, one aerial, one brush/quick attack and three support vehicles. We respond to an average of 880 fire/EMS and rescue calls annually, with 67% of the incidents being EMS calls. In the past ten years the call volume handled by the MFD has doubled due to development in the city.

The MFD is heavily integrated into a county-wide Box Alarm system for any working fire/incident in Calhoun County. Additionally, we are part of Michigan MABAS 3505. We have mutual aid agreements with 23 area fire departments. We respond to, or receive, automatic and mutual aid an average of 35 times annually.

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Throughout the year MFD firefighters are involved in various fire prevention activities including industrial and commercial fire inspections; fire safety programs for school children, senior citizens and civic organizations; and we have a city-wide residential smoke detector program that provides free smoke detectors and batteries.

We recently implemented an aggressive code inspection program due to the addition of three personnel from SAFER Grant. We are also performing pre-fire planning with our operation personnel.

- 1) Please explain the applicant's need for financial assistance to carry out the proposed project(s). Provide detail about the applicant's total operating budget, including a high-level breakdown of the budget. Describe the applicant's inability to address financial needs without federal assistance. Discuss other actions the applicant has taken to meet their needs. Include information on efforts to obtain funding elsewhere and how similar projects have been funded in the past.

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COVID 19 has taken a massive toll on the City of Marshall, resulting in many shuttered businesses and layoffs that the community has not yet recovered from. The dramatic increase in unemployed people due to COVID left many people in the community unable to pay their taxes and placed the City of Marshall into a budget shortfall situation that were felt by all city departments and in particular the MFD. This factor along with the Headley Amendment which restricts taxable property value increases to the lesser of inflation or 5% has increased our budget woes. This means that even though the value of a particular piece of property increases at the rate of inflation, the taxes levied for the entire community are rolled back. To help combat these factors the City implanted a millage increase in 2014 which allowed for revenues to slowly meet the City's budget. This worked fine until the unanticipated budget crash brought on by COVID.

Because the City implemented a millage increase on 2014 it is reluctant to implement another increase the rate again at this time. The bottom line is that there is no possibility in the foreseeable future of the MFD receiving any additional funding from the City in order to fund this risk assessment project.

The MFD budget is entirely raised from property taxes other than a SAFER grant the MFD received in 2021 for three firefighter positions. The FP&S Grant program is the only opportunity we have to fund this Risk Assessment/Standards of Cover project.

- 2) Commitment to Mitigation: Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy).

MFD firefighters are involved in various fire prevention activities including industrial and commercial fire inspections and fire safety education at public and private events and institutions. Hazard mitigation strategies seek to control hazards in order to reduce risks from hazardous situations such as uncontrolled or preventable fires. This falls within the realm of the mitigation activity of Public Education & Awareness Actions. These actions inform and educate citizens, elected officials, and property owners about potential risks from hazards and potential ways to mitigate them. The purpose of this investment justification is an element of this



mitigation strategy in that it seeks to identify where City of Marshall residents are most at risk from the threats of fire and what actions can be taken either through code adoption and enforcement and/or public education efforts.

We have also implemented an aggressive code inspection program due to the addition of three personnel from SAFER Grant. We are also performing pre-fire planning with our operation personnel.

- 3) Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.

This project seeks \$50,000 in funding to contact the services of a professional firm to develop a comprehensive community risk assessment of the City of Marshall and Standards of Cover for the MFD.

The goals for this initiative include:

- 1) Identify at risk populations in the City of Marshall
- 2) Identify deficiencies the MFD has in addressing the particular risks of the Marshall community
- 3) Determine measures the MFD and the community can take to manage community risks
- 4) Develop Standards of Cover for the MFD

The risk management firm contracted for this project will have one year to complete its research and analysis and provide as a deliverable a written report with recommendations.

With a small organization that is preparing for major growth, if we do not identify our risk and come up with a plan to reduce risk, we could be overwhelmed quickly. We are an organization that wants to put emphasis on being proactive and reducing risk.

- 4) Please explain your experience and ability in developing and conducting past fire and prevention safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

Our department is involved in various fire prevention activities including industrial and commercial fire inspections and fire safety education at public and private events and institutions. We also recently implemented an aggressive code inspection program due to the addition of three personnel from SAFER Grant. We are also performing pre-fire planning with our operation personnel.



- 5) Vulnerability Statement: (The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.

Fire Department applicants: note that 5% of the available 20% for this narrative element will be provided to those applicants that can demonstrate their commitment and proactive posture to reducing fire risk. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) to receive the full 20%. Also, note that departments can demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics, rather than national statistics, when discussing the vulnerability.

In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.

For the purpose of the FY 2019 FP&S NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.

Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption and enforcement of certain codes.

Development of a vulnerability statement is impractical at this time because the MFD is not aware of what precisely the vulnerabilities are in the City of Marshall. This investment justification has the intent of conducting a risk assessment that will determine what vulnerabilities exist in the City of Marshall. There has not ever been any form of vulnerability assessment conducted in the city. MFD officials have some assumptions about what our community risks and capability gaps might be, but it is important for us to gain clarification in order to develop the appropriate strategies for addressing them.

The Community risk assessment process is a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources to reduce their occurrence

and impact. The entire risk assessment and risk management process includes the following six steps:

1. Step 1: Identify Risks.
2. Step 2: Prioritize Risks.
3. Step 3: Develop Strategies & Tactics to Mitigate Risks.
4. Step 4: Prepare the CRR (Community Risk Reduction) Plan.
5. Step 5: Implement the CRR Plan.
6. Step 6: Monitor, Evaluate, and Modify the CRR Plan.

The MFD has no expertise in this area and needs outside assistance in conducting the risk assessment and developing Standards of Cover. Development of a vulnerability statement(s) is a part of the risk assessment process. NFIRS data and other historical incident data maintained by the MFD will be used as part of this process.

- 6) Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in vulnerability statement. The following information should be included:
  - a. Project Components
  - b. Detailed description of how the proposed project components fill the identified capability gap.
  - c. If working with other organizations, identify each organization and the roles they will fill in the successful completion of the proposed project.

As stated previously, this application is for a Risk Assessment/Standards of Cover study to determine what the community of Marshall's vulnerabilities are, and from that determine what is needed in order to address the needs and capability gaps that exist.

This is the first step in addressing vulnerabilities and we are seeking \$50,000 in funding to have third party, professional organization that can do an objective analysis in conducting the Risk Assessment. Typically when a thorough Risk Assessment/Standards of Cover analysis is conducted it will include numerous agencies and officials outside of the fire department. For the MFD this will include but not be limited to City of Marshall city officials, other public safety entities and city departments, civic organizations, neighboring mutual aid departments and possibly state and federal officials. Eligible participants in the process will be determined by and recommended by the vendor chosen for the project.

- 7) Implementation Plan: Each project proposal should include details on the implementation plan which discusses the proposed project's goals and objectives.
  - a. Goals and Objectives
  - b. Details regarding the methods and specific steps that will be used to achieve the goals and objectives
  - c. Timelines outlining the chronological project steps
  - d. Where applicable, examples of marketing efforts to promote the project, who will deliver the project, and the manner in which materials or deliverables will be distributed
  - e. Requests for props, include specific goals, measurable results, and details on the frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project.
  - f. For applicants proposing a complex project that may require a 24-month period of performance, please include significant justification and details in the implementation plan that justify the applicant's need for a Period of Performance of more than 12 months.

The goals for this initiative are to engage the services of a risk management professional to:

- 1) Identify at risk populations in the City of Marshall
- 2) Identify deficiencies the MFD has in addressing the particular risks of the Marshall community
- 3) Determine measures the MFD and the community can take to manage community risks
- 4) Develop Standards of Cover for the MFD

To accomplish this, the MFD will:

- 1) Within 30 days of award notification develop a scope of work and RFP for the project
- 2) In no more than 30 days of award notification release the scope of work and RFP for the project to appropriate vendors
- 3) 60 days from award notification select a vendor and provide them a contract for services
- 4) Once the vendor is approved the MFD will work with the vendor to appoint appropriate people and organization representatives to facilitate the process
- 5) Within one year of award notification the MFD and City of Marshall will receive the completed Risk Management/Standards of Cover document
- 6) Implement actions to address risks and capability gaps identified in the Risk Assessment/Standards of Cover document

- 5) Evaluation Plan: Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "Demonstrating Your Fire Prevention Program's Worth."

Evaluation of the success of this investment justification will be when the MFD receives the final Risk Assessment/Standards of Cover document from the vendor chosen to guide the process. The other measure of success will be Further success will be when the MFD and City of Marshall implement measures to address the risks and capability gaps identified in the study.

- 6) Cost Benefit: Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

The outcome of this project will be a report from the vendor selected that documents the risks incumbent to the City of Marshall and also the Standards of Cover for the Marshall Fire Department. The ultimate outcome from the fact finding process will be identification of present risks and capability gaps and the measures that can be taken to reduce or eliminate them. /reduction of risks in the City of Marshall and improvements in capabilities are best evaluated in terms of lives and property saved.

From a purely financial perspective, though morally the value of a life cannot be measured in financial terms; the CDC, DOT and DHS are using a \$10 million statistical value of life in their planning. Hence, at \$50,000 for this project the cost is miniscule in relation to the value of any life saved as a result of the risk management measures implemented as an outgrowth of this project. Also consider that with an average house value of \$148,800 in the City of Marshall, any resultant action taken to address risks in the City that results in a single home being saved from

loss to fire will pay for the investment. Records show that we respond to an average of 10 structural fires annually the City of Marshall, most of which are residential structures.

Considering the economics of this project, at \$50,000 in costs this comes to only \$7 per resident. Another factor to consider is the costs of firefighter injuries. According to the 2019 National Institute of Standards and Technology Technical Note 2078 "The Economics of Firefighter Injuries in the United States" an NFPA study states that firefighter injuries result in a loss equivalent to \$197,860 per fire department per year, \$5,412 per firefighter per year, or \$170 per call per year. The average lost per injury is more than \$95,000. Taking all of these statistics into consideration, every angle that this project is viewed from lends cost effective credibility to this project if risks to firefighters are identified and corrective actions are taken. Additional benefits from injury avoidance are maintaining productive firefighters, prevention of disruption to family life due to injuries, and elimination of loss payees on workman's compensation insurance.

- 7) Sustainability: Is it your organization's intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

The conclusion of this project will bring a written document in the form of a Risk Assessment/Standards of Cover document prepared by a firm that specializes in the research and development of this guidance. This will actually represent the beginning of the outcome as the MFD and the City of Marshall will use the findings and recommendations for guidance and use of its resources to in address the risks and capability gaps revealed in the document.



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April 16th, 2023

**Marshall City Council**

323 W Michigan Avenue  
Marshall, MI 49068

City Council,

I am writing today to voice my support for the grant writing effort to fund a Community Risk Assessment (CRA). A CRA is the first step in a multi pronged effort to help Emergency Services make the community safer. Community Risk Reduction allows the fire department to identify and prioritize local risks, followed by strategic investment in resources to reduce their occurrence and impact. This concept is not new and has been used by fire service for over a half century.

If you can think back to the oil spill of 2010, how many residents knew there was a high volume transmission line running through Marshall? Would it be important to know there is more than just one? Or, think of the recent train derailments across the country, what goes down our tracks? We have countless hazards from the historic nature of our city to pipelines, railways, highway transport, air travel, etc. It is important to identify risk and objectively determine what resources are needed to proactively prevent or mitigate the impact of an emergency.

Community Risk Reduction is becoming the Gold Standard for Fire Departments today. By utilizing an outside source we can get an independent assessment of our community and feel certain all stakeholders are heard. Once completed our CRA will be continually updated to keep Marshall prepared for any current or new hazards.

Thank you for your consideration,

Bradley Hawley

# ITEM: 12.D

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
**DATE:** April 17, 2023  
**SUBJECT:** **P.A. 116 PROGRAM TERMINATION- PROPERTY OWNER REQUEST**

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The City of Marshall received a request from the Marshall Area Economic Development Alliance (MAEDA) to have parcel 13-16-290-018-00 released from Farmland Development Rights Agreement #13-28643-123157, which was executed in accordance with the provisions of P.A. 116 of 1974 by the previous property owner.

As part of the termination request, the local unit of government needs to review and either approve or deny the request of the property owner (MAEDA). As the parcel is within the BlueOval project area, we are recommending approval of the request and Resolution #2023-14 has been prepared for your consideration.

**BUDGET IMPACT:**  
None.

**RECOMMENDATION:**  
Approve Resolution #2023-14 and authorize the City Manager and City Clerk to sign and submit the necessary documents.

**CITY OF MARSHALL, MICHIGAN  
RESOLUTION NO. 2023-14**

**A RESOLUTION TO APPROVE TERMINATION OF FARMLAND DEVELOPMENT  
RIGHTS AGREEMENT #13-28643-123157**

Minutes of a regular meeting of the Council of the City of Marshall, held on April 17, 2023 at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_, and supported by \_\_\_\_\_.

**WHEREAS**, on April 5, 2023, the City of Marshall received a request from the Marshall Area Economic Development Alliance (MAEDA) to have parcel 13-16-290-018-00 released from Farmland Development Rights Agreement #13-28643-123157 which was executed in accordance with the provisions of P.A. 116 of 1974; and

**WHEREAS**, the farmland is to be owned, operated and maintained by an organization exempt from taxation under section 501(c)(3) of the internal revenue code of 1986, 26 U.S.C. 501, and the relinquishment will be beneficial to the local community; and

**WHEREAS**, the Calhoun County Planning and Economic Development Department and the Calhoun County Conservation District were notified as part of the application; and

**WHEREAS**, the subject parcel is part of the Mega Site and the BlueOval Battery Park project site and has been transferred to the City of Marshall pursuant to P.A. 425 of 1984; and

**WHEREAS**, the State of Michigan has appropriated \$299,700,000 pursuant to P.A. 5 of 2023 for site development declaring it a public purpose to serve the health, safety, and general welfare of the State; and

**WHEREAS**, the relinquishment of the Agreement #13-28643-123157 has minimal impact on agriculture in the surrounding areas as adjoining parcels were not in the P.A. 116 of 1974 program and/or were zoned industrial; and

**WHEREAS**, the property is unique in the State of Michigan as recognized by the Mega site designation and investment by the State of Michigan and no reasonable or prudent site alternative exists; and

**WHEREAS**, the site required infrastructure improvements will not be borne by the City of Marshall, but instead funded by the State of Michigan as provided by P.A. 5 of 2023; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL** hereby determines that the requested relinquishment is in the public interest and meets the conditions of termination as required under P.A. 116 of 1974 and hereby approves the Application for Termination of a Farmland Development Rights Agreement.

Resolution declared adopted this 17th day of April 2023.

-----  
Michell Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on April 3, 2023 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

-----  
Michell Eubank, City Clerk



## Farmland and Open Space Preservation Program

### APPLICATION FOR TERMINATION OF A FARMLAND DEVELOPMENT RIGHTS AGREEMENT

(Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as P. A. 116. Please read the Requirements and Instructions before filling out this form. Please print or type. Attach additional sheets as needed.)

#### OFFICIAL USE ONLY

Local Governing Body: \_\_\_\_\_

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

Application No.: \_\_\_\_\_

State Agency: \_\_\_\_\_

Date Received: \_\_\_\_\_ Application No.: \_\_\_\_\_

Approved: \_\_\_\_\_ Rejected: \_\_\_\_\_

#### I. Personal Information:

- 1) Name(s) of Applicant: Marshall Area Economic Development Alliance  
(Owner of Record)

**Last**

**First**

**Initial**

Spouse's Name: N/A

**Last**

**First**

**Initial**

- 2) Mailing address: 323 West Michigan Avenue

**Street Address**

- 3) Mailing address(cont.): Marshall

**MI**

**49068**

**City**

**State**

**Zip Code**

- 4) Telephone Number: (Area Code) (269 ) 781-5163

- 5) Federal Employer Identification Number (if applicable): 46-1516144

- 6) Farmland Development Rights Agreement # 13-28643-123157

#### II. Property Location: (Can be taken from the deed.)

- 7) County: Calhoun

- 8) Township, City or Village: Marshall Township

- 9) Section No.: 29; Town #: 2 South; Range #: 6 west

#### III. Legal Information:

- 10) Attach a copy of the deed or land contract (may be a photo copy).

- 11) Attach a copy of the most recent property tax assessment notice or tax bill.

- 12) Is there a tax lien against the land described above? (may be photo copy)

☐ Yes

☒ No

If "Yes," please explain circumstances:



13) Is land being purchased under land contract? ☐ Yes ☒ No

a) If "Yes," indicate vendor (seller):

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

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

Street

City

State

Zip Code

b) Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be released from the program. Please have the land contract *seller* sign below.

I, the undersigned, understand and agree to permit the land cited in this application to be released from the Farmland and Open Space Preservation Act.

(Date) \_\_\_\_\_

(Land Contract Seller Signature) \_\_\_\_\_

14) If you meet one of the following, please check the appropriate box and complete the following information.  
(If the applicant does not meet one of the following - please leave blank):

☐ 2 or more persons having a joint or common interest in the land

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Estate

☐ Trust

☐ Association

If applicable, list the following: Individual Names if more than 2 persons; or President, Vice President, Secretary and Treasurer; or Trustee(s); or Members; or Partners; or Representatives; or present income beneficiaries:

Name: Matt Davis Title: Board Chair

Mailing Address: 323 West Michigan Avenue Marshall Michigan 49068  
Street City State Zip

Name: George Jenkot Title: Board Vice-Chair

Mailing Address: 323 West Michigan Avenue Marshall Michigan 49068  
Street City State Zip

Name: Kelli Scott Title: Board Treasurer

Mailing Address: 323 West Michigan Avenue Marshall Michigan 49068  
Street City State Zip

Name: Richard Lindsey Title: Board Secretary

Mailing Address: 323 West Michigan Avenue Marshall Michigan 49068  
Street City State Zip

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

Mailing Address: \_\_\_\_\_  
Street City State Zip

(Additional Names may be attached on separate sheet.)

**IV. Reasons for Withdrawal of Land From Program:**

MCL 324.36111a indicates the requirements in order to receive approval to withdraw land from the program earlier than the specified expiration date in the agreement contract. Please complete the Full Termination Checklist on page 4 and select the appropriate requirement category for the request.

15) Please provide a *detailed* explanation of why the land should be released from the agreement contract. (Supporting documentation should be attached to this form.)

See attached Exhibit

(Continued explanations may be attached.)

**V.** Please draw a map (sketch) of the property, showing boundaries, structures and natural or man-made features such as lakes, ponds, swamps, streams, rivers, woodlots, roads, or gravel pits. (Use space provided on page 4 or attach separate sheet.)

**VI. Signatures:**

The undersigned declare that this application, including any accompanying informational materials, has been examined by them and to the best of their knowledge and belief is true and correct.

\_\_\_\_\_  
(Signature of Applicant – Landowner)

\_\_\_\_\_  
(Date)

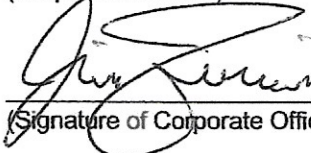
\_\_\_\_\_  
(Signature of Co-Owner, if applicable)

\_\_\_\_\_  
(Date)

Corporate Acknowledgement (if applicable):

Marshall Area Economic Development Alliance

(Corporation Name)

  
\_\_\_\_\_  
(Signature of Corporate Officer)

April 5, 2023

\_\_\_\_\_  
(Date)

Jim Durian - Chief Executive Officer

\_\_\_\_\_  
(Corporate Officer Title)



## Farmland Development Rights Full Termination Checklist

Find the type of request that best fits your situation, gather the required documentation, and submit all documents, along with the complete Full Termination Request form to the Farmland Preservation Program Office.

### Request for Termination of ENTIRE AGREEMENT Prior to Expiration

- ☐ **Death of a Named Person on the Agreement:**  
- Include items 1 & 2 from list below.
- ☐ **Disability of a Named Person on the Agreement:**  
- Include items 1 & 3 from list below.
- ☒ **Public Interest:**  
- Include item 4 from list below.
- ☐ **Farmland is No Longer Economically Viable:**  
- Include item 4 from list below.
- ☐ **Surrounding Land Uses Restrict Farming:**  
- Include item 4 from list below.
- ☐ **Natural, Irreversible Change Occurred to the Land that Restricts Farming:**  
- Include item 4 from list below.
- ☐ **Court Order Restricts Farming:**  
- Include item 4 from list below.

### LIST OF ITEMS THAT MAY BE REQUIRED WITH REQUEST

1. A copy of the Farmland Development Rights Agreement or **Agreement Number**.
2. Copy of the **death certificate**. (Request must be within 3 years of date of death.)
3. **Signed statement from a physician** stating the type and severity of the disability.  
The physician statement must certify the condition represents a total and permanent disability.
4. A completed **Application for Termination** of a Farmland Development Rights Agreement approved by the Local Governing Body.

If this Request is approved and tax credits have been received, a pro-rated amount of the tax credits will be required to be re-paid before the land is relinquished from the Farmland Development Rights Agreement.

**Return completed request to the Farmland Preservation Office:**

EMAIL: [MDARD-PA116@Michigan.gov](mailto:MDARD-PA116@Michigan.gov)

Fax: 517-335-3131

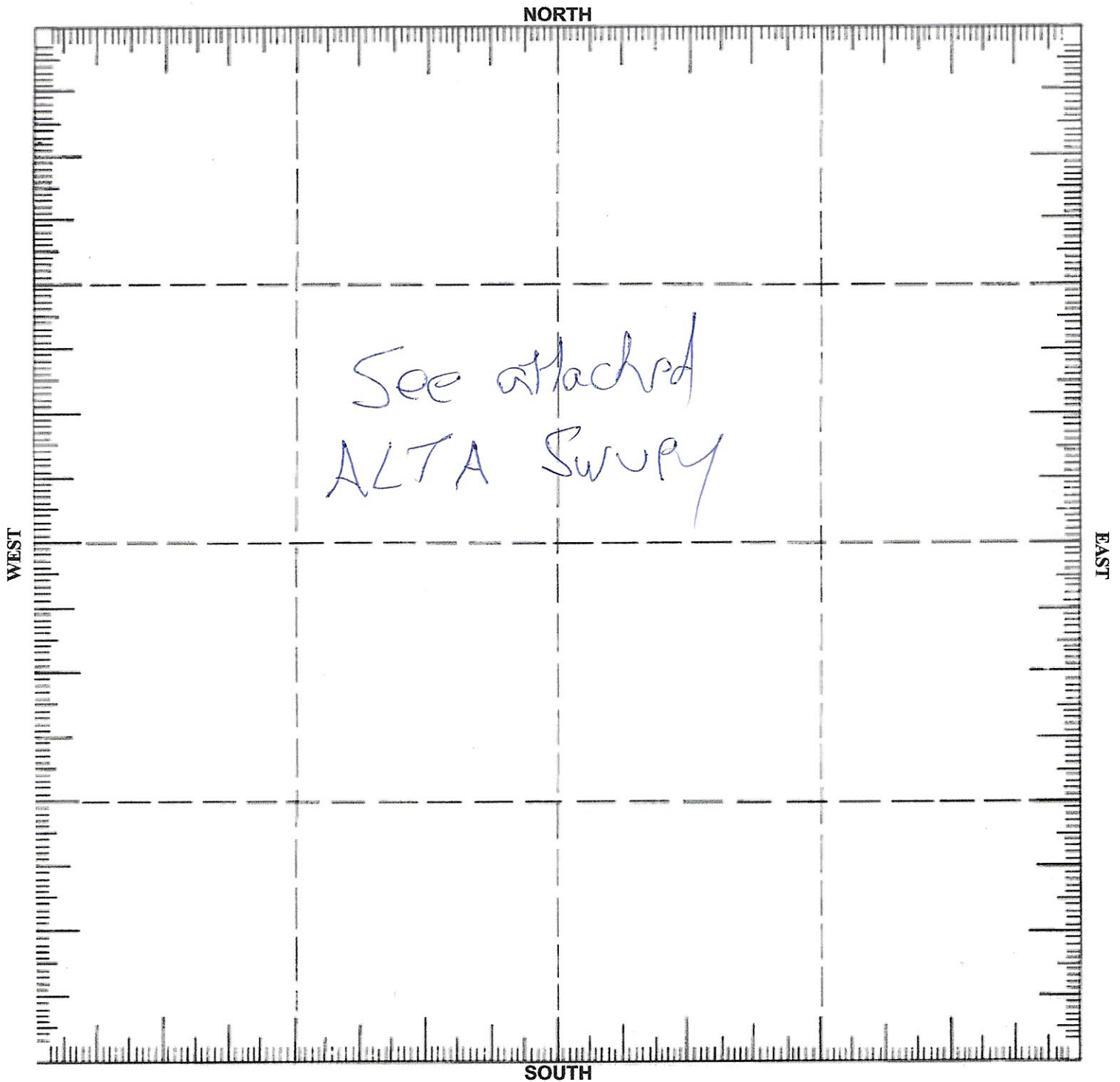
MAIL: MDARD – Farmland, PO Box 30449, Lansing MI



## Map of Farmland Cited in the Application Form:

- A. Show boundary of land cited in application.  
B. Show buildings as  house,  barn, etc., also sketch roads and other avenues of travel.  
C. Outline and designate the current uses of the property if possible.

County Calhoun  
Township Marshall  
T<sup>2</sup> R<sup>6</sup> SEC 29



## RESERVED FOR LOCAL GOVERNMENT USE, CLERK PLEASE COMPLETE ALL SPACES - SECTION I AND II

I. Action by Local Governing Body: \_\_\_\_\_ Jurisdiction: City of Marshall  
 \_\_\_\_\_  
 County, Township, City or Village

Date received by clerk: \_\_\_\_\_

This application is: ☐ approved ☐ rejected

(If rejected, see attached statement by Local Governing Body.)

Date of approval or rejection: \_\_\_\_\_ Clerk's signature and seal: \_\_\_\_\_

Property Appraisal: \$ \_\_\_\_\_  
 Current Fair Market Value of the real property in this application.

II. Checklist:

- ☐ Receipt issued by clerk upon receipt of termination application
- ☐ Clerk notifies reviewing agencies by forwarding a copy of the application and attachment
- ☐ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.
- ☐ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

**MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909**

\*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.

Please verify the following Reviewing Agencies have been notified. \*Sending a copy to reviewing agencies is required.

- ☐ County or Regional Planning Commission
- ☐ Conservation District
- ☐ Township (if county has zoning authority)

Before forwarding to State Agency, please verify the final application includes the following:

- ☐ Copy of Deed or Land Contract (most recent showing CURRENT OWNERSHIP)
- ☐ Copy of the most recent TAX BILL (must include tax description of property)
- ☐ Map of Farm
- ☐ Copy of most recent appraisal record
- ☐ Copy of letters from reviewing agencies (if applicable)
- ☐ Any other applicable documentation

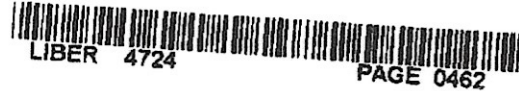
2/13/2023

STATE OF MICHIGAN - CALHOUN COUNTY  
RECORDED  
02/15/2023 08:09:15 AM  
KIMBERLY A. HINKLEY, CLERK/REGISTER

I HEREBY CERTIFY THAT THERE ARE NO TAX LIENS ON TITLES HELD BY THE STATE ON THE LANDS DESCRIBED WITHIN THIS INSTRUMENT, AND THAT THERE ARE NO TAX LIENS OR TITLES HELD BY INDIVIDUALS ON SAID LANDS FOR THE FIVE YEARS PRECEDING THE DATE OF THIS INSTRUMENT, AS APPEARS IN MY OFFICE. THIS CERTIFICATE DOES NOT APPLY ON TAXES, IF ANY, NOW IN PROCESS OF COLLECTION.

Brian W. Wensauer  
BRIAN WENSAUER, CALHOUN COUNTY TREASURER

RECEIPT # 177186  
\$30.00 WARRANTY DEED  
\$5.00 Tax Certificate Fee



DAVID  
ATTORNEY

3

**WARRANTY DEED**

THE GRANTOR:

Gary L. Bauer ✓

WHOSE ADDRESS IS:

13315 C Drive North, Marshall, MI 49068

CONVEYS AND WARRANTS  
TO THE GRANTEE:

Marshall Area Economic Development Alliance, a  
Michigan non-profit corporation

WHOSE ADDRESS IS:

323 West Michigan Avenue, Marshall, Michigan 49068

the real estate situated in the Township of Marshall, County of Calhoun, State of Michigan, more fully described on Exhibit A attached to this Deed, together with all improvements, fixtures, easements, hereditaments and appurtenances associated with the real estate and all oil, gas, and mineral rights ("Property"), subject only to taxes and assessments not yet due and payable, existing zoning ordinances, and easements, restrictions, and reservations of record.

This deed is given for the consideration disclosed in the Real Estate Transfer Valuation Affidavit filed simultaneously with this Deed.

The Grantor grants to the Grantee the right to make all divisions, re-divisions, and bonus divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. The Grantor makes no representation or warranty regarding the number, extent or nature of the division, bonus division or re-division rights owned or transferred by the Grantor to the Grantee.

This Deed is given to the Grantee subject to the terms, covenants and conditions of that certain Grant of Rights Agreement dated as of January 25, 2023 by and between the Grantee and the Michigan Economic Development Corporation concerning the Property, none of the terms, covenants and conditions of which shall be deemed merged in this Deed.

The Grantor grants to the Grantee the right to make all divisions, re-divisions, and bonus divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. The Grantor makes no representation or warranty regarding the number, extent or nature of the division, bonus division or re-division rights owned or transferred by the Grantor to the Grantee.

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

Dated: 2-7-23, 2023.

[Signature on following page.]



STATE OF MICHIGAN - CALHOUN COUNTY  
FILED  
02/14/2023 10:05:19 AM  
KIMBERLY A. HINKLEY, CLERK/REGISTER OF DEEDS

1

3299-ST



**GRANTOR:**

By: Gary L Bauer  
Name: Gary L. Bauer

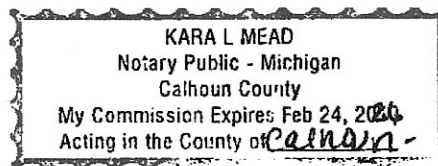
State of Michigan  
County of Calhoun ✓

I, Kara L. Mead, a Notary Public of the County and the State first above written, do hereby certify that Gary L. Bauer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7th day of February, 2023.

Kara L Mead

Name: Kara L. Mead  
Notary Public - State of Michigan  
Calhoun County  
My Commission Expires: February 24, 2026  
Acting in the County of Calhoun



(Seal)

Prepared By And Return To After Recording:

Richard C. Lindsey, Jr.  
Abbott, Thomson, Mauldin, Parker, Beer & Lindsey, P.L.C  
405 S. Jackson Street  
Jackson, MI 49201  
Email: rlindsey@athplclaw.com  
Phone: (517) 787-8570

Send Subsequent Tax Bills to:  
Grantee

**EXHIBIT A TO WARRANTY DEED**

Real estate situated in the Township of Marshall, County of Calhoun, State of Michigan:

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

13-16-290-018-00



STATE OF MICHIGAN - CALHOUN COUNTY  
RECORDED  
08/30/2018 11:53:00 AM  
ANNE B. NORLANDER, CLERK/REGISTER

RECEIPT #: 14829  
\$30.00 FARMLAND DEVT RIGHTS AGREEMENT



LIBER 4257

PAGE 0510



# STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

PLEASE RECORD THIS DOCUMENT BEFORE 2/18/2019

AGREEMENT #13-28643-123157

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 30 day of August, 2018, by and between Gary Bauer, A Single Man hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Calhoun, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: The S 1/2 of the NW 1/4 and the NE 1/4 of the NW 1/4 of Section 29, T2S R6W, Marshall Township, Calhoun County, Michigan. (120)

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Calhoun County Register of Deeds Office in Liber 3253, Pages 248 and 249, on March 29, 2007.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and  
WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and  
WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).  
NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:  
1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.  
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.  
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.  
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.  
5. Public access is not permitted on the land unless agreed to by the owner.  
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Marshall Township Board  
7. The term of this Agreement shall be for seventy-six (76) years, commencing on the 1st day of January, 1982, and ending on the 31st day of December, 2057.  
8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.  
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.  
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

Return to:  
Gary Bauer  
13315 C Dr N  
Marshall MI 49068  
AGREEMENT# 13-28643-123157  
Transfer-Replace ERKL

Prepared by:  
Richard A Harlow, Program Manager  
MDARD-ESD Farmland Program  
PO Box 30449  
Lansing, MI 48909

State of Michigan Use Only

State of Michigan  
 Department of Agriculture and Rural Development  
 Farmland & Open Space Preservation Program  
 Environmental Stewardship Division

*Richard A Harlow*  
 Richard A Harlow, Program Manager

STATE OF MICHIGAN  
 COUNTY OF INGHAM

On this August 22nd 2018 AD, before me, a Notary Public in and for said County personally appeared Richard A Harlow, Program Manager to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.

*Lexava L Smith*  
 Lexava L Smith, Notary Public  
 Eaton County, Michigan acting in Ingham County, Michigan  
 My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only

N WITNESSTHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(c) *Gary Bauer*  
 Gary Bauer

STATE OF MICHIGAN

COUNTY OF *Calhoun*

On this *20th* day of *August* AD *2018*, before me, a Notary Public, personally appeared Gary Bauer to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(c) *Julie M Peet* Notary Public  
 Comm Exp: \_\_\_\_\_  
 \_\_\_\_\_ County, MI acting in \_\_\_\_\_ County, MI

Place Notary Stamp or Seal Here

**JULIE M. PEET**  
 Notary Public, Calhoun County, MI  
 My Commission Expires Nov. 08, 2021

Return to:  
 Gary Bauer  
 3315 C Dr N  
 Marshall MI 49068  
 AGREEMENT# 13-28643-123157  
 Transfer-Replace ERKL

Prepared by:  
 Richard A Harlow, Program Manager  
 MDARD-ESD Farmland Program  
 PO Box 30449  
 Lansing, MI 48909



## MARSHALL TOWNSHIP 2022 WINTER

Bill #:

## MESSAGE TO TAXPAYER

IF AN ESCROW COMPANY IS SHOWN IN THE TAX DETAIL SECTION, A COPY OF THE BILL HAS BEEN SENT TO THEM. PAYMENT MUST BE RECEIVED ON OR BEFORE 2-14-23. A 3% LATE FEE IS APPLIED 2-15-23. FOR A RECEIPT ENCLOSE PRE-ADDRESSED, POSTAGE AFFIXED ENVELOPE. DROP BOX AT TOWNSHIP OFFICES FOR NON-CASH PAYMENTS. OFFICE HOURS MONDAY THROUGH WEDNESDAY 8:30 A.M. - 3:30 P.M. EXCEPT HOLIDAYS. OFFICES CLOSED 12-22-22 UNTIL 1-3-23 EXCEPT OPEN 12-29-22 FROM 9 A.M. UNTIL 5 P.M.

## PAYMENT INFORMATION

This tax is due by: 02/14/2023

Pay by mail to: MARSHALL TOWNSHIP TREASURER  
13551 MYRON AVERY DRIVE  
MARSHALL, MI 49068  
269-781-7976  
www.MarshallTownship.org

## PROPERTY INFORMATION

Property Assessed To:  
MARSHALL AREA ECONMIC DEVELOPMENT A  
323 WEST MICHIGAN AVE  
MARSHALL, MI 49068

HARPER CREEK COMM S

Prop #: 16-290-018-00

School: 13070

Prop Addr: 13315 C DRIVE NORTH

## Legal Description:

MLL TWP SEC 29 T2S-R6W S 1/2 OF NW 1/4 &amp; NE 1/4 OF NW 1/4 120A

## TAX DETAIL

Taxable Value: 142,597 AGRICULTURAL-IMPRC  
State Equalized Value: 355,700 Class: 101  
P.R.E. %: 100.0000

## Escrow Company

Taxes are based upon Taxable Value.  
1 mill equals \$1.00 per \$1000 of Taxable Value.  
Amounts with no millage are either Special  
Assessments or other charges added to this bill.

| DESCRIPTION      | MILLAGE | AMOUNT |
|------------------|---------|--------|
| CALHOUN ISD      | 3.11460 | 444.13 |
| KELLOGG COLLEGE  | 1.80540 | 257.44 |
| SENIOR CITIZENS  | 0.74400 | 106.09 |
| MEDICAL FACILITY | 0.24780 | 35.33  |
| COUNTY VETERANS  | 0.09980 | 14.23  |
| AMBULANCE        | 0.69080 | 98.50  |
| TOWNSHIP GOVT.   | 0.79280 | 113.05 |
| FIRE DEPARTMENT  | 1.47540 | 210.38 |
| COUNTY PARKS     | 0.19970 | 28.47  |

## OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: 01/01/2021 - 12/31/2021  
Twn/Cty: 04/01/2021 - 03/31/2022  
School: 07/01/2021 - 06/30/2022  
State: 10/01/2021 - 09/30/2022

Does NOT affect when the tax is due or its amount

|                    |         |          |
|--------------------|---------|----------|
| Total Tax          | 9.17030 | 1,307.62 |
| Administration Fee |         | 13.07    |
| Winter Amount Due: |         | 1,320.69 |

Please detach along perforation. Keep the top portion.

Mort Code

Bill #

Pay this tax to:

MARSHALL TOWNSHIP TREASURER  
13551 MYRON AVERY DRIVE  
MARSHALL, MI 49068  
269-781-7976  
www.MarshallTownship.org

PLEASE RETURN THIS PORTION WITH PAYMENT. THANK YOU.

This tax is due by: 02/14/2023

After 02/14/2023 additional interest and fees apply

2022 Winter Tax for Prop #: 16-290-018-00

TAXPAYER NOTE: Is your name & mailing address correct? If not, please make corrections below. Thank You.

Make Check Payable To: MARSHALL TOWNSHIP TREASURER

Property Addr: 13315 C DRIVE NORTH

Winter Amount Due: 1,320.69

Amount Remitted: \_\_\_\_\_

POST DATED CHECKS NOT ACCEPTED

To: MARSHALL AREA ECONMIC DEVELOPMENT A  
323 WEST MICHIGAN AVE  
MARSHALL MI 49068





**Notice of Assessment, Taxable Valuation, and Property Classification**

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24 (c) and Sec.211.34c, as amended. This is a model assessment notice to be used by the local assessor.

|                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FROM DANIEL SLONE</b><br><b>MARSHALL TOWNSHIP ASSESSOR</b><br><b>13551 MYRON AVERY DRIVE</b><br><b>MARSHALL, MICHIGAN 49068</b><br><br><b>MARSHALL AREA ECONOMIC DEVELOPMENT</b><br><b>323 WEST MICHIGAN AVE</b><br><b>MARSHALL MI 49068</b> | <b>PARCEL IDENTIFICATION</b><br><br><b>PARCEL CODE NUMBER: 13-16-290-018-00</b><br><br><b>PROPERTY ADDRESS:</b><br><b>13315 C DRIVE NORTH</b><br><b>MARSHALL, MI 49068</b><br><br><b>PRINCIPAL RESIDENCE EXEMPTION</b><br>% Exempt As "Homeowners Principal Residence": <b>100.00%</b><br>% Exempt As "Qualified Agricultural Property": <b>.00%</b><br>% Exempt As "MBT Industrial Personal": <b>.00%</b><br>% Exempt As "MBT Commercial Personal": <b>.00%</b><br>Exempt As "Qualified Forest Property": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Exempt As "Development Property": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 101 (AGRICULTURAL-IMPROVED)****PRIOR YEAR'S CLASSIFICATION: 101 (AGRICULTURAL-IMPROVED)**

| The change in taxable value will increase/decrease your tax bill for this year by approximately: <b>\$246</b> | PRIOR AMOUNT<br>YEAR: 2022 | CURRENT TENTATIVE<br>AMOUNT YEAR: 2023 | CHANGE FROM<br>PRIOR YEAR TO<br>CURRENT YEAR |
|---------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------|----------------------------------------------|
| 1. TAXABLE VALUE (Current amount is tentative):                                                               | 142,597                    | 149,726                                | 7,129                                        |
| 2. ASSESSED VALUE:                                                                                            | 355,700                    | 395,700                                | 40,000                                       |
| 3. TENTATIVE EQUALIZATION FACTOR: 1.000                                                                       |                            |                                        |                                              |
| 4. STATE EQUALIZED VALUE (Current amount is tentative):                                                       | 355,700                    | 395,700                                | 40,000                                       |
| 5. There WAS/WAS NOT a transfer of ownership on this property in 2022 . WAS NOT                               |                            |                                        |                                              |

**The 2019 Inflation rate Multiplier is: 1.024****Legal Description:** MLL TWP SEC 29 T2S-R6W S 1/2 OF NW 1/4 & NE 1/4 OF NW 1/4 120A**March Board of Review Appeal Information:**

The Taxable Value, the Assessed Value, the State Equalized Value, the Property Classification, or the Transfer of Ownership may be appealed by filing a protest with the Local Board of Review. Protests are made to the Board of Review by completing a Board of Review Petition Form. A Petition Form may be obtained directly from the local unit or from the State Tax Commission at [www.michigan.gov/taxes](http://www.michigan.gov/taxes). Click on Property Taxes Box, then click on Forms and Instructions, then Board of Review to obtain Form 618 (L-4035), Petition to the Board of Review

**March Board of Review Information:**

THE BOARD OF REVIEW WILL MEET AT 13551 MYRON AVERY DRIVE ON MONDAY MARCH 13TH, FROM 130 PM - 430PM & 6 PM - 9 PM; AND ON TUESDAY, MARCH 14TH FROM 9 AM - NOON & FROM 130 PM - 430 PM. PLEASE CALL 269-781-7976 (ONLY IF YOU NEED TO PROTEST) LETTERS MUST BE RECEIVED BY MARCH 14TH. THE STATE REQUIRES WE VISIT 20% OF OUR PARCELS YEARLY. IF DUE TO COVID YOU PREFER WE NOT VISIT YOUR HOME PLEASE CALL AND SCHEDULE A PHONE CONSULTATION

Not less than 14 days before the meeting of the Board of Review, the assessment notice shall be mailed to the property owner.

Property taxes were calculated on the Taxable Value (see line 1 above). The Taxable Value number entered in the "Change from Prior Year to Current Year" column, does not indicate a change in your taxes. This number indicates the change in Taxable Value.

State Equalized Value is the Assessed Value multiplied by the Equalized Factor, if any. State Equalized Value must approximate 50% of the market value.

IF THERE WAS A TRANSFER OF OWNERSHIP on your property in 2018, your 2019 Taxable Value will be the same as your 2019 State Equalized Value.

IF THERE WAS NOT A TRANSFER OF OWNERSHIP on your property in 2018, your 2019 Taxable Value is calculated by multiplying your 2018 Taxable Value by 1.024 (Inflation Rate Multiplier for the current year). Physical changes in your property may also increase or decrease your Taxable Value. Your 2019 Taxable Value cannot be higher than your 2019 State Equalized Value.

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the local Board of Review. The denial of an exemption from the local school operating tax for a "homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by the filing of a petition within 35 days of issuance of this notice. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at [www.michigan.gov/taxtrib](http://www.michigan.gov/taxtrib).

Filing a protest at the Board of Review is necessary to protect your right to further appeal valuation and exemption disputes to the Michigan Tax Tribunal and classification appeals to the State Tax Commission. Properties classified Commercial Real, Industrial Real or Developmental Real may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a petition by May 31. Commercial Personal, Industrial Personal, or Utility Personal Property may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a petition by May 31 if a personal property statement was filed with the local unit prior to the commencement of the Board of Review as provided by MCL 211.19, except as otherwise provided by MCL 211.9m, 211.9n and 211.9o. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at [www.michigan.gov/taxtrib](http://www.michigan.gov/taxtrib).

HOMEOWNER'S PRINCIPAL RESIDENCE AFFIDAVIT INFORMATION REQUIRED BY P.A. 114 OF 2012. If you purchased your principal residence after May 1 last year, to claim the principal residence exemption, if you have not already done so, you are required to file an affidavit by June 1 for the immediately succeeding summer tax year levy and all subsequent tax levies or by November 1 for the immediate succeeding winter tax levy and all subsequent tax levies.



## **Application for Termination of PA 116 Farmland Development Rights Agreement**

### **Section IV. Reasons for Withdrawal of Land From Program**

MCL 324.36111a provides as follows:

(1) Upon request from a landowner and a local governing body, the state land use agency shall relinquish farmland from the development rights agreement if 1 or both of the following occur:

(b) The local governing body determines that the relinquishment is in the public interest and that the farmland to be relinquished meets 1 or more of the following conditions:

(iv) The farmland is to be owned, operated and maintained by an organization exempt from taxation under section 501(c)(3) of the internal revenue code of 1986, 26 U.S.C. 501, and the relinquishment will be beneficial to the to the local community.

In determining public interest under subsection (1)(b), the governing body shall consider all of the following:

- (a) The long-term impact of the relinquishment upon the preservation and enhancement of agriculture in the surrounding area, including any nonfarm encroachment upon other agricultural operations in the surrounding area.
- (b) Any other reasonable and prudent site alternatives to the farmland to be relinquished.
- (c) Any infrastructure changes and costs to the local governmental unit that will result from the development of the farmland to be relinquished.

Marshall Area Economic Development Alliance is a 501(c)(3) and owns, operates, and maintains, the former Bauer property. The property is part of the Ford/BlueOval Battery Park of Michigan project.

#### **Public Interest:**

Public Act 5 of 2023, appropriated the sum of \$299,700,000.00 for mega site development. Pursuant to Section 706 of that Act, the Michigan strategic fund was directed to grant funds for land acquisition and predevelopment work for the Marshall mega site located in the City of Marshall. In making the appropriation, the legislature declared:

The legislature finds and declares that appropriations described in section (1) for mega-strategic site development are for a public purpose and serve the health, safety and general welfare of the state.

The property is part of the mega site and the BlueOval project site and has been transferred to the City of Marshall pursuant to PA 425. The state legislature has appropriated funds for

the development of the BlueOval project and has specifically found there to be a public purpose for the expenditure of the funds.

The relinquishment of this agreement has a minimal impact on agricultural in the surrounding areas. The parcels adjoining the parcel were not in PA 116 agreements and the parcels to the immediate east have been zoned industrial for in excess of 40 years. The property was also part of the area designated for future industrial zoning under the Township master plan.

This property is unique in the State of Michigan as recognized by the multi-billion dollar investment by the State of Michigan and by Ford. The site is a key parcel in the BlueOval project and there is no reasonable or prudent site alternative.

All infrastructure changes and costs to the local government unit will be paid by the State of Michigan through the above-mentioned grant funds.

The BlueOval Battery Park of Michigan will have the following impacts:

#### **Direct Impacts**

- The project is expected to create up to **2,500 direct jobs** between 2023 and 2025, with **annual average wages of just over \$45,000 (\$62,000 annual salary at \$30)**.
  - The types of jobs that are anticipated include managerial, professional/technical, skilled, and semi-skilled jobs, which typically require either a 4-year college degree, 2-year certificate, or moderate-term to long-term on-the-job training
- The company has projected **private investment of \$3.5B** over the first three years (same time period as the direct job creation), including:
  - **\$2.5B in construction** of a new plant and
  - **\$1.0B in machinery and equipment** for plant operations

#### **Spin-Off and Total Impacts**

##### ***Construction Phase (first three years)***

- During the construction period (2023 through 2025), in addition to the direct jobs created, the project could create an average of **up to 15,000 indirect and induced jobs**. These would largely be due to **construction and support workers**.

##### ***20-Year Span (modeling timeframe 2023 – 2042)***

- Over a span of 20 years, Ford Project is expected to create an **annual average of 11,700 jobs** in multiple sectors of the economy, such as manufacturing, retail trade, personal services, construction, education, health care, arts, entertainment, accommodations and food services, among others. Total jobs are broken down in the following ways:
  - **2,500 direct jobs**,
  - **4,636 indirect jobs** (these are mainly comprised of manufacturing jobs), and
  - **4,568 induced jobs** (these are mainly comprised of local service and support jobs)

- During the last five years of our 20-year-modeling results (we look at those years because the project has reached peak job creation and a stable operations period), there is an **average jobs multiplier of 4.38**, which means that for every one direct job created, up to an additional 3.38 jobs may be created in other sectors of the economy statewide. These jobs would be mostly concentrated in southwest Michigan.
- Over 20 years, this project is expected to generate **total personal income of \$29.7B** (gross, nominal), according to model estimates (Remi assumes a growth rate of 2.5% annually).
- Over 20 years, MEDC estimates that this project will generate up to **\$1.57B in state tax revenue** (this estimate does not include any local/property taxes the project may produce).



Page 167 of 215



# ITEM: 12.E

## ADMINISTRATIVE REPORT

---



**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
**DATE:** April 17, 2023  
**SUBJECT:** **MARSHALL HOUSE PURCHASE AND SALE CONTRACT**

---

Following the termination of the sale agreement with the previous purchaser (Integra Property Group), we began working with our property broker, Affordable Housing Advisors, on an alternative buyer for the Marshall House property. Glick Family Housing previously expressed interest when the property was originally offered for sale and, fortunately, continued to have an interest in purchasing the property when contacted by the broker. Upon verification of their interest, we began negotiations on the Purchase and Sale Agreement (PSA) to effectuate the sale.

The Purchase and Sale Contract for your consideration sets the purchase price at \$9.5 million and allows for a 40-day feasibility period for the purchaser. As part of the PSA, the City is pledging to implement an acceptable PILOT ordinance as a condition of the purchase.

**BUDGET IMPACT:**

The purchase price is \$9.5 million. Upon finalization of the sale, a recommendation on the use of the proceeds will be provided to the City Council for your approval.

**RECOMMENDATION:**

Approve the Purchase and Sale Contract with Gene B. Glick Family Housing Foundation, Inc. in substantial form and authorize the City Manager and City Clerk to sign and submit the necessary documents.

## PURCHASE AND SALE CONTRACT

***THIS PURCHASE AND SALE CONTRACT*** (this “**Contract**”) is entered into as of the \_\_\_\_ day of April, 2023 (the “**Effective Date**”), by and between the **CITY OF MARSHALL**, a Michigan municipal corporation, its address of 323 W. Michigan Avenue, Marshall Michigan, 49068 (“**Seller**”), and **GENE B. GLICK FAMILY HOUSING FOUNDATION, INC.**, an Indiana nonprofit corporation having a principal address at 8801 River Crossing Blvd., Suite 200, Indianapolis, Indiana 46240 (“**Purchaser**”).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Seller and Purchaser hereby agree as follows:

### RECITALS

A. Seller owns the real estate located in Calhoun County, Michigan as more particularly described in **Exhibit A** attached hereto and made a part hereof, and the improvements thereon, commonly known as the Marshall House Apartments.

B. Purchaser desires to purchase, and Seller desires to sell, such land, improvements and certain associated property, on the terms and conditions set forth below.

### ARTICLE I DEFINED TERMS

Unless otherwise defined herein, any term with its initial letter capitalized in this Contract shall have the meaning set forth in **Schedule 1** attached hereto and made a part hereof.

### ARTICLE II PURCHASE AND SALE, PURCHASE PRICE & DEPOSIT

2.1 **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property from Seller, all in accordance with the terms and conditions set forth in this Contract.

2.2 **Purchase Price and Deposit.** The total purchase price (“**Purchase Price**”) for the Property shall be an amount equal to Nine Million Five Hundred and No/100 Dollars (\$9,500,000.00) payable by Purchaser, as follows:

2.2.1 Within 3 days following the Effective Date, Purchaser shall deliver to First American Title Insurance Company, National Commercial Services, 211 N. Pennsylvania Street, Suite 1250, Indianapolis, IN, 46204, Attn: Tanya McFadden, [tmcfadden@firstam.com](mailto:tmcfadden@firstam.com) (“**Escrow Agent**” or “**Title Insurer**”) an initial deposit (the “**Deposit**”) of \$500,000.00 by wire transfer of immediately available funds (“**Good Funds**”).

2.2.2 Intentionally omitted.

2.2.3 Intentionally omitted.

2.2.4 The balance of the Purchase Price for the Property shall be paid to and received by Escrow Agent by wire transfer of Good Funds no later than 2:00 p.m. Eastern time on the Closing Date.

### 2.3 Escrow Provisions Regarding Deposit.

2.3.1 Escrow Agent shall hold the Deposit and make delivery of the Deposit to the party entitled thereto under the terms of this Contract. If directed by Purchaser, Escrow Agent shall invest the Deposit in an FDIC-insured, interest bearing bank account or FDIC-insured money market fund reasonably approved by Purchaser and Seller, and all interest and income thereon shall become part of the Deposit and shall be remitted to the party entitled to the Deposit pursuant to this Contract.

2.3.2 Escrow Agent shall hold and apply the Deposit in strict accordance with the terms of this Contract. The tax identification numbers of the parties shall be furnished to Escrow Agent upon request.

2.3.3 Except for the return of the Deposit to Purchaser as a result of Purchaser exercising its termination right under Section 3.2 below (in which event Escrow Agent shall promptly release the Deposit to Purchaser on demand), if, prior to the Closing Date, either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give **written notice** (as defined in Schedule I) to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within 5 Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment as directed by the party making such written demand. If Escrow Agent does receive such written objection within such 5-Business Day period, Escrow Agent shall continue to hold such amount until otherwise directed by joint written instructions from both parties to this Contract or a final judgment of a court having competent jurisdiction over the Property. However, Escrow Agent shall have the right at any time to deliver the Deposit and interest thereon, if any, with a court of competent jurisdiction in the state in which the Property is located. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

2.3.4 The parties acknowledge that Escrow Agent is acting solely as a stakeholder at the parties' request and for their convenience, and that Escrow Agent shall not be deemed to be the agent of either of the parties and shall not be liable for any act or omission on its part unless taken or suffered in bad faith in willful disregard of this Contract or involving gross negligence. Seller and Purchaser jointly and severally shall indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Contract or involving gross negligence on the part of the Escrow Agent.

2.3.5 The parties shall deliver to Escrow Agent a fully executed copy of this Contract. Escrow Agent shall execute the signature page for Escrow Agent attached hereto which shall confirm Escrow Agent's agreement to comply with the terms of Seller's and



Purchaser's separate closing instruction letters delivered at Closing and the provisions of this Section 2.3.5.

2.3.6 Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "**Code**"), shall file all necessary information, reports, returns, and statements regarding the transaction required by the Code including, but not limited to, the tax reports required pursuant to Section 6045 of the Code. Further, Escrow Agent agrees to indemnify and hold Purchaser, Seller, and their respective attorneys and brokers harmless from and against any Losses resulting from Escrow Agent's failure to file the reports Escrow Agent is required to file pursuant to this Section.

### **ARTICLE III FEASIBILITY PERIOD**

3.1 **Feasibility Period.** Subject to the terms of Sections 3.3 and 3.4 and the rights of Tenants under the Leases, from the Effective Date to and including the date occurring forty (40) days following the Effective Date (the "**Feasibility Period**"), Purchaser, and its agents, contractors, engineers, surveyors, attorneys, and employees (collectively, "**Consultants**") shall, at no cost or expense to Seller, have the right from time to time to enter onto the Property to conduct and make any and all customary studies, tests, examinations, inquiries, inspections and investigations of or concerning the Property, review the Materials and otherwise confirm any and all matters which Purchaser may reasonably desire to confirm with respect to the Property and Purchaser's intended use thereof (collectively, the "**Inspections**").

3.2 **Expiration of Feasibility Period.** If the condition of the Property is unsatisfactory to Purchaser, then Purchaser shall have the right to terminate this Contract by giving written notice to that effect to Seller and Escrow Agent prior to expiration of the Feasibility Period. If Purchaser provides such notice, this Contract shall terminate and be of no further force and effect subject to and except for the Survival Provisions, and Escrow Agent shall return the Deposit to Purchaser. If Purchaser fails to provide Seller with written notice of termination prior to the expiration of the Feasibility Period, Purchaser's right to terminate under this Section 3.2 shall be permanently waived and this Contract shall remain in full force and effect, the Deposit shall be non-refundable except as otherwise expressly set forth in this Contract.

3.3 **Conduct of Investigation.** Purchaser shall not permit any construction liens or any other liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Purchaser or any other party in connection with any Inspections conducted by or for Purchaser. Purchaser shall give reasonable advance notice to Seller prior to any entry onto the Property and shall permit Seller to have a representative present during all Inspections conducted at the Property. Purchaser shall take reasonable actions and implement reasonable protections necessary to ensure that all actions taken by, or on behalf of Purchaser or any of its Consultants, or any employees, officers or agents of Purchaser or any of its Consultants in connection with the Inspections, and all equipment, materials and substances generated, used or brought onto the Property by, or on behalf of Purchaser or any

of its Consultants, or any employees, officers or agents of Purchaser or any of its Consultants pose no material threat to the safety of any persons, property or the environment.

### 3.4 **Purchaser Indemnification.**

3.4.1 Purchaser shall indemnify, hold harmless and, if requested by Seller (in Seller's sole discretion), defend (with counsel approved by Seller) Seller, together with Seller's City Council, its members, staff, personnel, employees, agents and representatives (collectively, including Seller, "**Seller's Indemnified Parties**"), from and against any and all damages, construction liens, liabilities, penalties, interest, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees, including the cost of in-house counsel and appeals) (collectively, "**Losses**") arising from or related to Purchaser's or its Consultants' entry onto the Property, and any Inspections or other acts by Purchaser or Purchaser's Consultants with respect to the Property during the Feasibility Period or otherwise.

3.4.2 Notwithstanding anything in this Contract to the contrary, Purchaser shall not be permitted to perform any invasive tests on the Property without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Purchaser desires to perform any invasive tests, Purchaser shall give prior written notice thereof to Seller, which notice shall be accompanied by a reasonably detailed description and plan of the invasive tests Purchaser desires to perform. Seller shall, within two (2) Business Days after receiving such notice from Purchaser, approve or disapprove such invasive testing. If Seller fails to respond to Purchaser's request within such two (2) Business Day period, Seller shall be deemed to have disapproved Purchaser's request to perform such invasive testing. Further, Seller shall have the right, without limitation, to disapprove any and all entries, surveys, tests (including, without limitation, a Phase II environmental study of the Property), investigations and other matters that in Seller's reasonable judgment could result in any injury to the Property or breach of any contract, or expose Seller to any Losses or violation of applicable law, or otherwise adversely affect the Property or Seller's interest therein. Purchaser shall, at Purchaser's sole cost and expense, and in accordance with all applicable environmental laws, dispose of any hazardous materials which have been specifically removed from the Property by Purchaser or its agents, representatives, employees or designees in connection with Purchaser's environmental studies. Purchaser shall use reasonable efforts to minimize disruption to Tenants in connection with Purchaser's or its Consultants' activities pursuant to this Section. No consent by Seller to any such activity shall be deemed to constitute a waiver by Seller or assumption of liability or risk by Seller. Purchaser hereby agrees to restore, at Purchaser's sole cost and expense, the Property to substantially the same condition existing immediately prior to Purchaser's exercise of its rights pursuant to this Article III. Purchaser shall maintain and cause its third party consultants to maintain (a) casualty insurance and commercial general liability insurance with coverages of not less than \$1,000,000.00 for injury or death to any one person and \$3,000,000.00 for injury or death to more than one person and \$1,000,000.00 with respect to property damage, and (b) worker's compensation insurance for all of their respective employees in accordance with the law of the state in which the Property is located. Purchaser shall deliver proof of the insurance coverage required pursuant to this Section 3.4.2 to Seller (in the form of a certificate of insurance) prior to Purchaser's or Purchaser's Consultants' entry onto the Property. Purchaser shall cause Seller to be named as an additional insured on the commercial general liability insurance required of Purchaser above.



### 3.5 Property Materials.

3.5.1 Not later than 5 Business Days after the Effective Date, and to the extent the same have not already been provided by Seller to Purchaser, Seller shall deliver to Purchaser, or at Seller's option make available at the Property, copies of such documents and information concerning the Property that are in Seller's possession or reasonable control (collectively, the "**Materials**"), that are listed on Schedule 3.5.1 attached hereto that Seller has in its possession or reasonable control.

3.5.2 In providing the Materials to Purchaser, other than Seller's Representations, Seller makes no representation or warranty, express, written, oral, statutory, or implied, and all such representations and warranties are hereby expressly excluded and disclaimed. If this Agreement is terminated for any reason, all Materials shall be returned by Purchaser to Seller (or the destruction thereof shall be certified in writing by Purchaser to Seller) within thirty (30) days of such termination.

3.5.3 Not later than 5 Business Days after the Effective Date, and to the extent the same has not already been provided by Seller to Purchaser, Seller shall deliver to Purchaser (or otherwise make available to Purchaser as provided under Section 3.5.1) the most recent rent roll for the Property, which shall list the move-in date, the monthly base rent payable, the lease expiration date and any unapplied security deposits, except and to the extent the foregoing information is set forth in other reports delivered to Purchaser as part of the Materials delivery under Section 3.5.1 (the "**Rent Roll**").

3.5.4 Not later than 5 Business Days after the Effective Date, and to the extent the same has not already been provided by Seller to Purchaser, Seller shall deliver to Purchaser (or otherwise make available to Purchaser as provided under Section 3.5.1) a list of all current Property Contracts (the "**Property Contracts List**").

3.6 Property Contracts. On or before the expiration of the Feasibility Period, Purchaser may deliver written notice to Seller (the "**Property Contracts Notice**") specifying any Property Contracts which Purchaser desires to have the Seller terminate at the Closing (the "**Terminated Contracts**"); provided that (a) the effective date of such termination on or after Closing shall be subject to the express terms of such Terminated Contracts, and (b) if any such Property Contract cannot by its terms be terminated at Closing, it shall be assumed by Purchaser and not be a Terminated Contract. To the extent that any such Terminated Contract requires payment of a penalty, premium, or damages, including liquidated damages, for cancellation, Purchaser shall be solely responsible for the payment of any such cancellation fees, penalties, or damages, including liquidated damages. If Purchaser fails to deliver the Property Contracts Notice on or before the expiration of the Feasibility Period, then there shall be no Terminated Contracts and Purchaser shall assume all Property Contracts at the Closing. If Purchaser delivers the Property Contracts Notice to Seller on or before the expiration of the Feasibility Period, then Seller shall execute and deliver, on or before Closing, a vendor termination notice for each Terminated Contract informing the vendor(s) of the termination of such Terminated Contract as of the Closing Date (subject to any delay in the effectiveness of such termination pursuant to the express terms of each applicable Terminated Contract) (the "**Vendor Terminations**"). Seller shall indemnify, hold harmless and, if

requested by Purchaser (in Purchaser's sole discretion), defend (with counsel reasonably approved by Purchaser) Purchaser and its parent, subsidiaries and affiliates from and against any and all Losses incurred by Purchaser arising from or related to Seller's failure to deliver any of the Vendor Terminations. To the extent that any Property Contract to be assigned to Purchaser requires vendor consent, then, prior to the Closing, Seller shall attempt to obtain from each applicable vendor a consent to such assignment.

#### **ARTICLE IV TITLE**

4.1 **Title Documents.** Not later than 5 Business Days after the Effective Date, and to the extent the same has not already been provided by Seller to Purchaser, Seller shall provide to Purchaser an electronic copy of Seller's most recent title insurance policy and shall order an updated standard form commitment or preliminary title report ("**Title Commitment**") to provide a standard American Land Title Association owner's title insurance policy for the Land and Improvements, using the current policy jacket customarily provided by the Title Insurer, in an amount equal to the Purchase Price (the "**Title Policy**"), together with copies of all instruments identified as exceptions therein (together with the Title Commitment, referred to herein as the "**Title Documents**"). At Closing, Seller shall pay the premium for the base owner's Title Policy, and Purchaser shall pay any premiums for extended coverage and any endorsement to the owner's Title Policy and all costs associated with any lender's policy benefitting Purchaser's lender, if any.

4.2 **Survey.** Not later than 5 Business Days after the Effective Date, and to the extent the same has not already been provided by Seller to Purchaser, Seller shall provide to Purchaser any ALTA land title survey of the Property in Seller's possession (the "**Existing Survey**"). Purchaser may, at its sole cost and expense, order a new or updated ALTA/NSPS Land Title Survey of the Property ("**New Survey**") either before or after the Effective Date (such New Survey together with the Existing Survey, is referred to herein as the "**Survey**").

4.3 **Objection and Response Process.** On or before the date occurring 6 Business Days prior to expiration of the Feasibility Period (the "**Objection Deadline**"), Purchaser may give written notice (the "**Objection Notice**") to Seller of any objections to Title Documents and the Survey (the "**Objections**"). Assuming Seller receives the Objection Notice by the Objection Deadline, Seller shall have 5 Business Days from Purchaser's delivery of the Objections Notice (the "**Response Deadline**") in which Seller may, in Seller's sole discretion, give Purchaser notice (the "**Response Notice**") of those Objections which Seller is willing to cure, if any. If Seller fails to deliver a Response Notice by the Response Deadline, Seller shall be deemed to have elected not to cure or otherwise resolve any matter set forth in the Objection Notice. If Purchaser is dissatisfied with the Response Notice or the lack of Response Notice, Purchaser may, as its exclusive remedy, exercise its right to terminate this Contract by giving written notice under Section 3.1 of this Contract, upon which the Deposit shall be remitted to Purchaser and this Contract shall be of no further force and effect subject to and except for the Survival Provisions. If Purchaser fails to timely deliver the Objection Notice or exercise such termination right, Purchaser shall be deemed to accept the Title Documents and Survey upon the resolution by Seller of the Objections set forth in the Response Notice (or if no Response Notice is tendered, without any resolution of the Objections).



4.4 **Permitted Exceptions.** The Deed delivered pursuant to this Contract shall be subject to the following, all of which shall be deemed "**Permitted Exceptions**":

4.4.1 All matters shown in the Title Documents and the Survey, except that the following items shall not be deemed Permitted Exceptions: (a) those Objections, if any, which Seller has agreed to cure pursuant to the Response Notice under Section 4.3, (b) liens, including but not limited to tax liens (except for the lien of any mortgages assumed by Purchaser at Closing), (c) the standard exception regarding the rights of parties in possession, which shall be modified to be limited to those parties in possession pursuant to the Leases, and (d) the standard exception pertaining to taxes and assessments, which shall be limited to taxes and assessments not yet due and payable as of the Closing Date;

4.4.2 All Leases with Tenants;

4.4.3 Recorded rights regarding any oil and mineral leases and agreements.

4.4.4 Intentionally omitted;

4.4.5 Applicable zoning and governmental regulations and ordinances; and

4.4.6 Any defects in or objections to title to the Property, or title exceptions or encumbrances, arising by, through or under Purchaser.

4.5 **Subsequently Disclosed Exceptions.** If at any time after the expiration of the Feasibility Period, any update to the Title Commitment or Survey discloses any additional item which was not disclosed on any version of or update to the Title Commitment or Survey delivered to Purchaser during the title and survey review period described above and which materially and adversely affects title to the Property as reasonably determined by Purchaser (the "**New Exception**"), Purchaser shall have a period of 5 Business Days from the date of its receipt of such update (the "**New Exception Review Period**") to review and notify Seller in writing of Purchaser's approval or disapproval of the New Exception. If Purchaser disapproves of the New Exception, Seller may, in Seller's sole discretion, notify Purchaser in writing as to whether it is willing to cure the New Exception. If Seller elects to cure the New Exception, Seller shall be entitled to reasonable adjournments of the Closing Date to cure the New Exception, not to exceed 30 days in the aggregate. If Seller fails to deliver a notice to Purchaser within 3 Business Days after the expiration of the New Exception Review Period, Seller shall be deemed to have elected not to cure the New Exception. If Purchaser is dissatisfied with Seller's response, or lack thereof, Purchaser may, as its exclusive remedy elect either: (i) to terminate this Contract, in which event the Deposit shall be promptly returned to Purchaser or (ii) to waive the New Exception and proceed with the transactions contemplated by this Contract, in which event Purchaser shall be deemed to have approved the New Exception. If Purchaser fails to notify Seller in writing of its election to terminate this Contract in accordance with the foregoing sentence within 6 days after the expiration of the New Exception Review Period, Purchaser shall be deemed to have elected to approve and irrevocably waive any objections to the New Exception.

4.6 **HUD Approval.**

4.6.1 Purchaser and Seller acknowledge that the Property is subject to a Section 8 HAP Contract and that the parties hereto intend for HUD to approve (the "**HUD HAP Assumption Approval**") the assumption by Purchaser and the release of Seller from further obligations under the HAP Contract using a HUD approved form of Assignment, Assumption and Amendment Agreement Section 8 Housing Assistance Payment Contract (the "**HAP Assumption**").

4.6.2 Within 30 days following the Effective Date, Purchaser shall, at its sole cost and expense, submit a complete application to the applicable HUD office for the HUD HAP Assumption Approval, (the "**HUD Application**").

4.6.3 Purchaser agrees promptly to deliver to HUD all documents and information required in order to obtain the HUD HAP Assumption Approval, and such other information or documentation as HUD reasonably may request. Seller agrees that it will cooperate with Purchaser and HUD, at no cost or expense to Seller, in connection with the HUD Application and the HUD HAP Assumption Approval.

4.6.4 At Closing, Seller shall transfer or assign to Purchaser all reserves, residual receipts, impounds and other accounts Seller maintains or causes to be maintained in connection with the HAP Contract. Prior to Closing, Seller shall be permitted to utilize any and all existing reserves, residual receipts, impounds or other accounts after obtaining Purchaser's written approval, which shall not be unreasonably withheld, conditioned or delayed. At Closing, the Purchase Price shall be increased by an amount equal to the reserves residual receipts, impounds and other accounts being transferred or assigned to Purchaser.

4.6.5 Purchaser shall be responsible at its sole cost and expense for correcting any deficiencies in the application noted by HUD and shall use commercially reasonable good faith to keep Seller informed of Purchaser's efforts with respect to the HUD HAP Assumption Approval and to re-submit appropriate corrections promptly.

4.6.6 Purchaser shall pay all fees and expenses (including, without limitation, transfer fees, assumption fees, application fees, title fees, endorsement fees, inspection fees and other fees) imposed or charged by HUD in connection with the HUD HAP Assumption Approval.

#### 4.7 **PILOT Approval**

All approvals, documents, agreements, and other actions necessary to formalize a mutually acceptable PILOT ordinance shall be completed as a condition precedent to Purchaser's obligation to close the transaction as contemplated herein (collectively, the "**PILOT Approvals**"). Purchaser and Seller agreed to work in good faith to cause the PILOT Approvals to be filed for and pursued on a timeline commensurate with the anticipated Closing Date (defined herein).

### **ARTICLE V CLOSING**

5.1 **Closing Date.** The Closing shall occur no later than on the date that is the later of the following: (i) 30 days after satisfaction of all conditions to Closing set forth herein, including



but not limited to Purchaser's receipt of the HUD HAP Assumption Approval and the PILOT Approvals or (ii) 120 days following the Effective Date of this Contract (the "**Closing Date**"). Notwithstanding the foregoing, the Closing Date shall not occur any later than the date occurring 180 days following the Effective Date (the "**Outside Closing Date**"). Provided further, however, that Purchaser shall have the one time right to extend the Outside Closing Date by an additional 90 days by (i) giving written notice thereof to Seller no later than 10 Days prior to the original Closing Date and (ii) depositing with the Title Company, no later than 3 Business Days prior to the original Closing Date, an additional amount of Earnest Money equal to \$100,000, to be treated as "Additional Earnest Money". The Additional Earnest Money shall be nonrefundable to Purchaser except in the event of a termination under Section 8.1 or 10.2 of this Contract. Otherwise the Additional Earnest Money shall be treated in the same manner as the Deposit. The Closing shall occur through an escrow with Escrow Agent, whereby Seller, Purchaser and their attorneys need not be physically present at the Closing and may deliver documents by overnight air courier or other means.

5.2        **Seller Closing Deliveries.** Except for the closing statement, which shall be delivered on or before the Closing Date, Seller shall deliver to Escrow Agent, each of the following items no later than 1 Business Day prior to the Closing Date:

5.2.1     A Limited or Special Warranty Deed (the "**Deed**") in the form attached as **Exhibit B** to Purchaser, subject to the Permitted Exceptions, and any government-mandated forms of sales disclosure (the "**Sales Disclosure**").

5.2.2     A Bill of Sale in the form attached as **Exhibit C**.

5.2.3     A General Assignment in the form attached as **Exhibit D** (the "**General Assignment**").

5.2.4     An Assignment of Leases and Security Deposits in the form attached as **Exhibit E** (the "**Leases Assignment**").

5.2.5     Seller's counterpart signature to the closing statement prepared by Title Insurer.

5.2.6     A title affidavit or an indemnity form reasonably acceptable to Seller, which is sufficient to enable Title Insurer to delete the standard pre-printed exceptions to the title insurance policy to be issued pursuant to the Title Commitment.

5.2.7     A certification of Seller's non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

5.2.8     All of Seller's signatures to any documents and agreements required as part of the PILOT Approvals.

5.2.9     A countersigned counterpart of the Assignment of HAP Contract or other documents that may be required by HUD in connection with the HUD HAP Assumption Approval.



5.2.10 Resolutions, certificates of good standing, and such other organizational documents as Title Insurer shall reasonably require evidencing Seller's authority to consummate this transaction.

5.2.11 An updated Rent Roll effective as of a date no more than 3 Business Days prior to the Closing Date.

5.2.12 An updated Property Contracts List effective as of a date no more than 3 Business Days prior to the Closing Date.

5.2.13 Such notices, transfer disclosures, affidavits or other similar documents that are required by applicable laws to be executed by Seller or otherwise reasonably necessary to record the Deed or in order to consummate the transactions contemplated under the terms of the Contract, including any documents that Seller must deliver to satisfy any Objection or New Exception that Seller has elected to cure and including an affidavit as to brokers as required by Title Insurer to issue the title insurance policy without exception as to brokers' rights.

5.2.14 If the legal description of the Property from the New Survey differs from the legal description on Exhibit A attached hereto, a quitclaim deed in form reasonably acceptable to Seller and Title Insurer with the New Survey legal description attached.

5.3 **Purchaser Closing Deliveries.** Except for: (i) the closing statement, which shall be delivered on or before the Closing Date, and (ii) the balance of the Purchase Price (with credit for the Deposit), plus or minus the adjustments or prorations required by this Contract, which is to be delivered at the time specified in Section 2.2.4), Purchaser shall deliver to Escrow Agent, each of the following items no later than 1 Business Day prior to the Closing Date:

5.3.1 Purchaser's counterpart signature to the closing statement prepared by Title Insurer.

A countersigned counterpart of the Sales Disclosure.

5.3.2 A countersigned counterpart of the General Assignment.

5.3.3 A countersigned counterpart of the Leases Assignment.

5.3.4 Resolutions, certificates of good standing, and such other organizational documents as Title Insurer shall reasonably require evidencing Purchaser's authority to consummate this transaction.

5.3.5 All of Purchaser's signatures to any documents and agreements required as part of the PILOT Approvals.

5.3.6 A countersigned counterpart of the Assignment of HAP Contract or other documents that may be required by HUD in connection with the HUD HAP Assumption Approval.

5.3.7 Such notices, transfer disclosures, affidavits or other similar documents that are required by applicable law to be executed by Purchaser or otherwise reasonably necessary in order to consummate the transactions contemplated under this Contract.

#### 5.4 Closing Prorations and Adjustments.

5.4.1 General. All normal and customarily prorable items, including, without limitation, collected rents, operating expenses, personal property taxes, other operating expenses and fees, shall be prorated as of the Closing Date, Seller being charged or credited, as appropriate, for all of same attributable to the period up to the Closing Date (and credited for any amounts paid by Seller attributable to the period on or after the Closing Date, if assumed by Purchaser) and Purchaser being responsible for, and credited or charged, as the case may be, for all of the same attributable to the period on and after the Closing Date. Seller shall prepare a proration schedule (the "Proration Schedule") of the adjustments described in this Section 5.4 prior to Closing and shall use good faith efforts to deliver such Proration Schedule 5 Business Days prior to Closing.

5.4.2 Operating Expenses. All of the operating, maintenance, taxes (other than real estate taxes), and other expenses incurred in operating the Property that Seller customarily pays, and any other costs incurred in the ordinary course of business for the management and operation of the Property shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date and Purchaser shall pay all such expenses that accrue from and after the Closing Date.

5.4.3 Utilities. The final readings and final billings for utilities will be made if possible as of the Closing Date, in which case Seller shall pay all such bills as of the Closing Date and no proration shall be made at the Closing with respect to utility bills. Otherwise, a proration shall be made based upon the parties' reasonable good faith estimate, subject to adjustment upon receipt of the actual final billings as provided by Section 5.11. Seller shall be entitled to the return of any deposit(s) posted by it with any utility company, and Seller shall notify each utility company serving the Property to terminate Seller's account, effective as of the Closing Date. Seller shall have no responsibility or liability for Purchaser's failure to arrange utility service for the Property as of the Closing Date.

5.4.4 Real Estate Taxes and Special Assessments. Not applicable as the property is municipal owned. ~~Any special assessments ("SA(s)") and ad valorem or similar taxes for the Property, including real and personal property taxes (collectively, "Taxes"), will be prorated at Closing as follows: Seller shall be responsible for all SAs and Taxes assessed in the year in which the Closing Date occurs for the period up to the Closing Date, and Purchaser shall be responsible for all SAs and Taxes assessed for the period on or after the Closing Date. Such proration shall be based on SAs and Taxes for such year or, if said SAs and Taxes are not available, based upon the SAs and Taxes, as applicable, for the previous year.~~

5.4.5 Property Contracts. Purchaser shall assume at Closing the obligations under the Property Contracts assumed by Purchaser; however, operating expenses shall be prorated under Section 5.4.2. Notwithstanding the foregoing, any upfront payments or bonuses made to Seller by vendors under any of the Property Contracts will be prorated between



Purchaser and Seller as of the Closing Date, with the Seller keeping a portion of the upfront payment or bonus equal to the amount of the upfront payment multiplied by the number of days between the effective date of the applicable Property Contract and the Closing Date, then divided by the total number of days in the initial term of the Property Contract. The remaining balance of the upfront payment or bonus shall be paid by Seller to Purchaser as a credit against or reduction of the Purchase Price at Closing, as elected by Seller.

#### 5.4.6 Leases.

5.4.6.1 All collected rent (whether fixed monthly rentals, additional rentals, escalation rentals, retroactive rentals, operating cost pass-throughs or other sums and charges payable by Tenants under the Leases), income and expenses from any portion of the Property shall be prorated as of the Closing Date. Purchaser shall receive all collected rent and income attributable to dates from and after the Closing Date. Seller shall receive all collected rent and income attributable to dates prior to the Closing Date. Notwithstanding the foregoing, no prorations shall be made in relation to either (a) non-delinquent rents which have not been collected as of the Closing Date, or (b) delinquent rents existing, if any, as of the Closing Date (the foregoing (a) and (b) referred to herein as the “**Uncollected Rents**”). In adjusting for Uncollected Rents, no adjustments shall be made in Seller’s favor for rents which have accrued and are unpaid as of the Closing, but Purchaser shall pay Seller such accrued Uncollected Rents as and when collected by Purchaser. For a period of 90 days following Closing, Purchaser agrees to bill Tenants of the Property for all Uncollected Rents and to take reasonable actions (which shall not include an obligation to commence legal action) to collect Uncollected Rents. Notwithstanding the foregoing, Purchaser’s obligation to collect Uncollected Rents shall be limited to Uncollected Rents of not more than 90 days past due, and Purchaser’s collection of rents shall be applied, first, towards current rent due and owing under the Leases, second, to Purchaser’s reasonable third-party costs of such collection, and third to Uncollected Rents. After the Closing, Seller shall continue to have the right, but not the obligation, in its own name, to demand payment of and to collect Uncollected Rents owed to Seller by any Tenant, which right shall include, without limitation, the right to continue or commence legal actions or proceedings against any Tenant and the delivery of the Leases Assignment shall not constitute a waiver by Seller of such right; provided however, that the foregoing right of Seller shall be limited to actions seeking monetary damages and, in no event, shall Seller seek to evict any Tenants in any action to collect Uncollected Rents. Purchaser agrees to cooperate with Seller in connection with all efforts by Seller to collect such Uncollected Rents and to take all reasonable steps, whether before or after the Closing Date, as may be necessary to carry out the intention of the foregoing; provided, however, that Purchaser’s obligation to cooperate with Seller pursuant to this sentence shall not obligate Purchaser to terminate any Tenant lease with an existing Tenant or evict any existing Tenant from the Property, nor appear in any collection action.

5.4.6.2 At Closing, Purchaser shall receive a credit against the Purchase Price in an amount equal to the received and unapplied balance of all cash (or cash equivalent) Tenant Deposits, including, but not limited to, security, damage, pet or other refundable deposits paid by any of the Tenants to secure their respective obligations under the Leases, together, in all cases, with any interest payable to the Tenants thereunder as may be required by their respective Tenant Lease or state law (the “**Tenant Security Deposit Balance**”). Any cash (or cash equivalents) held by Seller which constitutes the Tenant Security Deposit Balance shall be retained

by Seller in exchange for the foregoing credit against the Purchase Price and shall not be transferred by Seller pursuant to this Contract (or any of the documents delivered at Closing), but the obligation with respect to the Tenant Security Deposit Balance nonetheless shall be assumed by Purchaser. The Tenant Security Deposit Balance shall not include any non-refundable deposits or fees paid by Tenants to Seller, either pursuant to the Leases or otherwise.

**5.5 Intentionally Omitted.**

**5.6 Insurance.** No proration shall be made in relation to insurance premiums and insurance policies will not be assigned to Purchaser. Seller shall have the risk of loss of the Property until 11:59 p.m. the day prior to the Closing Date ("**Risk of Loss Transfer**"), after which time the risk of loss shall pass to Purchaser and Purchaser shall be responsible for obtaining its own insurance thereafter.

**5.7 Employees.** All of Seller's and Seller's manager's on-site employees shall have their employment at the Property terminated as of the Closing Date; provided that Purchaser shall, from and after the Effective Date, be allowed to interview and solicit Seller's Manager's on-site employees for employment with Purchaser commencing on the Closing Date.

**5.8 Closing Costs.** Purchaser shall pay any premiums or fees required to be paid by Purchaser with respect to the Title Policy pursuant to Section 4.1, and one-half of the customary closing costs of the Escrow Agent. Seller shall pay (i) the base premium for the Title Policy and search and examination fees shall be paid pursuant to Section 4.1, (ii) the cost of recording any instruments required to discharge any liens or encumbrances against the Property, (iii) one-half of the customary closing costs of the Escrow Agent, and (iv) all transfer taxes and similar assessments. .

**5.9 Possession.** Possession of the Property shall be delivered to Purchaser at the conclusion of Closing.

**5.10 Post Closing Adjustments.** Purchaser or Seller may request that Purchaser and Seller undertake to re-adjust any item on the Proration Schedule (or any item omitted therefrom), with the exception of real property taxes which shall be final and not subject to readjustment, in accordance with the provisions of Section 5.4 of this Contract; provided, however, that neither party shall have any obligation to re-adjust any items (a) after the expiration of 90 days after Closing, or (b) subject to such 90-day period, unless such items exceed \$5,000.00 in magnitude (either individually or in the aggregate).

**5.11 Closing Date and Closing Documents.** Purchaser and Seller acknowledge and agree that any and all documents to be delivered at or as of Closing shall be dated as of the date of Closing.

**ARTICLE VI**  
**REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER**

**6.1 Seller's Representations.** Except, in all cases, for any fact, information or condition disclosed in the Title Documents, the Permitted Exceptions, the Property Contracts, or



the Materials, or which is otherwise known by Purchaser prior to the Closing, Seller represents and warrants to Purchaser the following (collectively, the “**Seller’s Representations**”) as of the Effective Date and as of the Closing Date; provided that Purchaser’s remedies if any such Seller’s Representations are untrue as of the Closing Date are limited to those set forth in Section 8.1:

6.1.1 Seller is validly existing under the laws of the state of its formation set forth in the initial paragraph of this Contract and has the entity power and authority to sell and convey the Property and to execute the documents to be executed by Seller and prior to the Closing will have taken, as applicable, all corporate, partnership, limited liability company or equivalent entity actions required for the execution and delivery of this Contract, and the consummation of the transactions contemplated by this Contract. To Seller’s knowledge, the compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Seller is a party or by which Seller is otherwise bound, which conflict, breach or default would have a material adverse effect on Seller’s ability to consummate the transaction contemplated by this Contract or on the Property. This Contract constitutes a valid and binding agreement of Seller in accordance with its terms;

6.1.2 Seller is not a “foreign person,” as that term is used and defined in the Internal Revenue Code, Section 1445, as amended;

6.1.3 Except for (a) any actions by Seller to evict Tenants under the Leases, or (b) any matter covered by Seller’s current insurance policy(ies), to Seller’s knowledge, there are no material actions, proceedings, litigation or governmental investigations or condemnation actions either pending or threatened in writing against the Property which will adversely impact Seller’s ability to convey the Property;

6.1.4 To Seller’s knowledge, Seller has not received any written notice of any material default by Seller under any of the Property Contracts that will not be terminated on the Closing Date;

6.1.5 To Seller’s knowledge, the Materials and the delivery thereof are true, accurate and complete, except as to Materials produced and assembled by third parties, or otherwise outside of Seller’s control.

6.1.6 To Seller’s knowledge, the Rent Roll (as updated pursuant to Section 5.2.11) is accurate in all material respects; and

6.1.7 To Seller’s knowledge, the Property Contracts List (as updated pursuant to Section 5.2.12) is accurate in all material respects.

6.1.8 Except as otherwise previously disclosed to Purchaser, to Seller’s knowledge, Seller has disclosed all written notices from governmental agency(ies) of any uncured material violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting the property;

6.1.9 To Seller’s knowledge, there are no condemnation actions pending against all or any portion of the Property;



6.1.10 To Seller's actual knowledge, (a) no hazardous or toxic materials or other substances regulated by applicable federal or state environmental laws are stored by Seller, or have been located by Seller, on, in or under the Property in quantities which violate applicable laws governing such materials or substances and (b) the Property is not used by Seller for the storage, treatment, generation or manufacture of any hazardous or toxic materials or other substances in a manner which would constitute a violation of applicable federal or state environmental laws. Notwithstanding the foregoing, Seller agrees to convey all environmental reports, studies, or other information in Seller's possession regarding the Property, and Seller makes no representations, guarantees, nor warranty as to the completeness, accuracy, fitness, nor veracity of such materials produced by third parties.

6.2 **AS-IS**. Except as otherwise expressly set forth in Seller's Representations:

6.2.1 The Property is expressly purchased and sold "AS IS," "WHERE IS," and "WITH ALL FAULTS."

6.2.2 The Purchase Price and the terms and conditions set forth herein are the result of arm's-length bargaining between entities familiar with transactions of this kind, and said price, terms and conditions reflect the fact that Purchaser shall have the benefit of, but is not relying upon, any information provided by Seller or statements, representations or warranties, express or implied, made by or enforceable directly against Seller, including, without limitation, any relating to the value of the Property, the physical or environmental condition of the Property, any state, federal, county or local law, ordinance, order or permit; or the suitability, compliance or lack of compliance of the Property with any regulation, or any other attribute or matter of or relating to the Property (other than any covenants of title contained in the Deed conveying the Property and Seller's Representations). Purchaser agrees that Seller shall not be responsible or liable to Purchaser for any defects, errors or omissions in the Materials, or on account of any conditions affecting the Property.

6.2.3 Prior to Closing, Seller shall have the right, but not the obligation, to enforce its rights against any and all Property occupants, guests or Tenants. Purchaser agrees that the departure or removal, prior to Closing, of any of such guests, occupants or Tenants shall not be the basis for, nor shall it give rise to, any claim on the part of Purchaser, nor shall it affect the obligations of Purchaser under this Contract in any manner whatsoever; and Purchaser shall close title and accept delivery of the Deed with or without such tenants in possession and without any allowance or reduction in the Purchase Price under this Contract.

6.2.4 Purchaser, its successors and assigns, and anyone claiming by, through or under Purchaser, hereby fully releases Seller's Indemnified Parties from, any and all claims and causes of action that it or they may now have or hereafter acquire against Seller's Indemnified Parties with respect to any and all Losses arising from or related to any defects, errors, omissions or other conditions affecting the Property. Purchaser represents and warrants that, as of the date hereof and as of the Closing Date, it has and shall have reviewed and conducted such independent analyses, studies (including, without limitation, environmental studies and analyses concerning the presence of lead, asbestos, water intrusion and/or fungal growth and any resulting damage, PCBs and radon in and about the Property), reports, investigations and inspections as it deems appropriate in connection with the Property. If Seller provides or has provided any documents,



summaries, opinions or work product of consultants, surveyors, architects, engineers, title companies, governmental authorities or any other person or entity with respect to the Property, Purchaser and Seller agree that Seller has done so or shall do so only for the convenience of both parties, Purchaser shall not rely thereon and the reliance by Purchaser upon any such documents, summaries, opinions or work product shall not create or give rise to any liability of or against Seller's Indemnified Parties. Purchaser acknowledges and agrees that, except as otherwise stated in Seller's Representations, no representation has been made and no responsibility is assumed by Seller with respect to current and future applicable zoning or building code requirements or the compliance of the Property with any other laws, rules, ordinances or regulations, the financial earning capacity or expense history of the Property, the continuation of contracts, continued occupancy levels of the Property, or any part thereof, or the continued occupancy by tenants of any Leases or, without limiting any of the foregoing, occupancy at Closing.

6.3 **Survival of Seller's Representations.** Seller and Purchaser agree that Seller's Representations shall survive as written in Section 6.1 above up to and including the Closing date and shall survive in the event that the Seller commits fraud with respect to any of the Seller's Representations for a period of 6 months following closing (the "**Survival Period**"). Seller shall have no liability after the Survival Period with respect to Seller's Representations contained herein except to the extent that Purchaser commenced litigation against Seller during the Survival Period for breach of any of Seller's Representations. Notwithstanding anything contained herein to the contrary, in the event that Purchaser determines prior to the Closing that any representation or warranty of Seller is untrue or incorrect, and such untrue or incorrect representation or warranty would have a material adverse effect on the condition of the Property, Purchaser shall have the right, as its sole and exclusive remedy, to either terminate this Contract and obtain a refund of the Earnest Money, or, alternatively, to close and take title to the Property subject to the truth of applicable matter, in which case Purchaser shall be deemed to have waived any claim against Seller based on the representation or warranty being untrue (and, Purchaser shall be deemed to have elected to proceed to Closing and waive any claim against Seller based on the representation or warranty being untrue if Purchaser obtains actual knowledge of such facts during the Feasibility Period and does not elect to terminate this Contract during the Feasibility Period); provided, however, if any representation or warranty of Seller is discovered, after expiration of the Feasibility Period, to be untrue or incorrect due to fraud or willful misconduct by Seller, Purchaser may exercise its rights under Section 10.2 herein.

6.4 **Definition of Seller's Knowledge.** Any representations and warranties made "to the knowledge of Seller" shall not be deemed to imply any duty of inquiry. For purposes of this Contract, the term Seller's "**knowledge**" shall mean and refer only to actual knowledge of the Property Manager and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate of Seller, or to impose upon such Property Manager any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such Property Manager any individual personal liability. As used herein, the term "**Property Manager**" shall refer to Derek Perry, who is the City Manager of the City of Marshall (Seller).

6.5 **Representations and Warranties of Purchaser.** For the purpose of inducing Seller to enter into this Contract and to consummate the sale and purchase of the Property in

accordance herewith, Purchaser represents and warrants to Seller the following as of the Effective Date and as of the Closing Date:

6.5.1 Purchaser is a non-profit corporation duly organized, validly existing and in good standing under the laws of Indiana.

6.5.2 Purchaser, acting through any of its or their duly empowered and authorized officers or members, has all necessary entity power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to enter into this Contract, to execute and deliver the documents and instruments required of Purchaser herein, and to perform its obligations hereunder; and no consent of any of Purchaser's partners, directors, officers or members are required to so empower or authorize Purchaser. To Purchaser's knowledge, the compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Purchaser is a party or by which Purchaser is otherwise bound, which conflict, breach or default would have a material adverse effect on Purchaser's ability to consummate the transaction contemplated by this Contract. This Contract is a valid, binding and enforceable agreement against Purchaser in accordance with its terms.

6.5.3 No pending or, to the knowledge of Purchaser, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Contract or would declare illegal, invalid or non-binding any of Purchaser's obligations or covenants to Seller.

6.5.4 Purchaser is not a Prohibited Person.

6.5.5 None of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Contract is a Prohibited Person.

6.5.6 The funds or other assets Purchaser will transfer to Seller under this Contract are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person.

6.5.7 The funds or other assets Purchaser will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

## **ARTICLE VII OPERATION OF THE PROPERTY**

7.1 **Leases and Property Contracts.** During the period of time from the Effective Date to the Closing Date, in the ordinary course of business Seller may enter into new Property Contracts, new Leases, renew existing Leases or modify, terminate or accept the surrender or forfeiture of any of the Leases, modify any Property Contracts, or institute and prosecute any available remedies for default under any Lease or Property Contract without first obtaining the written consent of Purchaser; provided, however, Seller agrees that, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, any new or renewed Leases shall not have a term in excess of 1 year and any new Property Contract shall be terminable upon 30 days' notice without penalty.



7.2 **General Operation of Property.** Except as specifically set forth in this Article VII, Seller shall operate the Property after the Effective Date in the ordinary course of business, and except as necessary in Seller's sole discretion to address (a) any life or safety issue at the Property or (b) any other matter which in Seller's reasonable discretion materially adversely affects the use, operation or value of the Property, Seller will not make any material alterations to the Property or remove any material Fixtures and Tangible Personal Property without the prior written consent of Purchaser which consent shall not be unreasonably withheld, denied or delayed.

7.3 **Liens.** Seller covenants that it will not voluntarily create or cause any lien or encumbrance to attach to the Property between the Effective Date and the Closing Date (other than Leases and Property Contracts as provided in Section 7.1) unless Purchaser approves such lien or encumbrance, which approval shall not be unreasonably withheld, conditioned or delayed. If Purchaser approves any such subsequent lien or encumbrance, the same shall be deemed a Permitted Encumbrance for all purposes hereunder.

7.4 **Rent Ready Units.** Seller agrees that, at the Closing, Purchaser shall receive a credit against the Purchase Price for the Property in an amount equal to the product of (a) the number of Tenant Units on the date of the Closing that are vacant (and have been vacant for more than 10 days prior to the Closing) and not in Rent-Ready Condition, and (b) \$1,000.00.

## **ARTICLE VIII CONDITIONS PRECEDENT TO CLOSING**

8.1 **Purchaser's Conditions to Closing.** Purchaser's obligation to close under this Contract shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

8.1.1 All of the documents required to be delivered by Seller to Purchaser at the Closing pursuant to the terms and conditions hereof shall have been delivered;

8.1.2 Each of Seller's Representations shall be true in all material respects as of the Closing Date;

8.1.3 Seller shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Seller hereunder;

8.1.4 Seller shall not be a debtor in any bankruptcy proceeding, nor shall have been in the last 6 months a debtor in any bankruptcy proceeding;

8.1.5 Purchaser shall have received the HUD HAP Assumption Approval and the PILOT Approval; and

8.1.6 Seller shall have cured those Objections and those objections to New Exceptions that Seller shall have elected to cure under Article 4.

If any condition set forth above is not met by the Outside Closing Date, Purchaser may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date with no offset or deduction from the Purchase Price, (b) terminate this Contract and receive a return of the Deposit from the Escrow Agent, or (c) if such failure constitutes a default by Seller of its covenants hereunder, exercise any of its remedies pursuant to Section 10.2.

**8.2 Seller's Conditions to Closing.** Without limiting any of the rights of Seller elsewhere provided for in this Contract, Seller's obligation to close with respect to conveyance of the Property under this Contract shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

8.2.1 All of the documents and funds required to be delivered by Purchaser to Seller at the Closing pursuant to the terms and conditions hereof shall have been delivered;

8.2.2 Each of the representations, warranties and covenants of Purchaser contained herein shall be true in all material respects as of the Closing Date;

8.2.3 Purchaser shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Purchaser hereunder;

8.2.4 Purchaser shall not be a debtor in any bankruptcy proceeding; and

8.2.5 Seller shall have received all consents, documentation and approvals necessary to consummate and facilitate the transactions contemplated hereby, including, without limitation, (a) from Seller's partners, members, managers, shareholders or directors to the extent required by Seller's (or Seller's affiliates') organizational documents, and (b) as required by law.

If any of the conditions set forth in Sections 8.2.1 through 8.2.5 to Seller's obligations to close with respect to the conveyance of the Property under this Contract are not met on or prior to the Closing Date, Seller may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date, or (b) exercise any of its remedies pursuant to Section 10.1.

## **ARTICLE IX BROKERAGE**

**9.1 Indemnity.** Seller and Purchaser each represents and warrants to the other that it has not dealt with or utilized the services of any other real estate broker, sales person or finder in connection with this Contract, other than Marcus and Millichap (the "Broker"), and each party agrees to indemnify, hold harmless, and, if requested in the sole and absolute discretion of the indemnitee, defend (with counsel approved by the indemnitee) the other party from and against all Losses relating to brokerage commissions and finder's fees payable to any party other than Broker arising from or attributable to the acts or omissions of the indemnifying party. Seller shall pay Broker any brokerage commissions due at Closing pursuant to a separate written agreement.



## ARTICLE X DEFAULTS AND REMEDIES

10.1 **Purchaser Default.** If Purchaser defaults on its obligations hereunder to (a) deliver the Deposit (or any other deposit or payment required of Purchaser hereunder), (b) deliver to Seller the deliveries specified under Section 5.3 on the date required thereunder, or (c) deliver the Purchase Price in accordance with Article II and close on the purchase of the Property on the Closing Date, then, immediately and without the right to cure or to receive notice pursuant to Section 2.3.3, Purchaser shall forfeit the Deposit, and the Escrow Agent shall deliver the Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. If Purchaser defaults on any of its other representations, warranties or obligations under this Contract, and such default continues for more than 10 days after written notice from Seller, then Purchaser shall forfeit the Deposit, and the Escrow Agent shall deliver the Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. The Deposit is liquidated damages and recourse to the Deposit is, except for Purchaser's indemnity and confidentiality obligations hereunder, Seller's remedy for Purchaser's failure to perform its obligation to purchase the Property or breach of a representation or warranty. SELLER EXPRESSLY DOES NOT WAIVE THE REMEDY OF SPECIFIC PERFORMANCE FOR SUCH DEFAULT BY PURCHASER; PROVIDED, HOWEVER, NOTWITHSTANDING THE FOREGOING, SELLER AGREES THAT IT SHALL BE ALLOWED, IN THE EVENT OF A BUYER DEFAULT, TO ELECT TO EITHER KEEP THE FORFEITED DEPOSIT OR TO PURSUE SPECIFIC PERFORMANCE. IN EITHER CASE, THE SELLER'S ELECTION SHALL BE DEEMED LIQUIDATED DAMAGES.

10.2 **Seller Default.** If Seller (i) defaults on its obligations hereunder to deliver to Escrow Agent the deliveries specified under Section 5.2 on the date required thereunder, or to close on the sale of the Property on the Closing Date, or (ii) prior to the Closing defaults on its covenants or obligations under this Contract and such default continues for more than 30 days after written notice from Purchaser, then, at Purchaser's election and as Purchaser's exclusive remedy, Purchaser may either (a) terminate this Contract, and all payments and things of value, including the Deposit, provided by Purchaser hereunder shall be returned to Purchaser and Purchaser may recover, as its sole recoverable damages (but without limiting its right to receive a refund of the Deposit), its direct and actual out-of-pocket expenses and costs (documented by paid invoices to third parties) in connection with this transaction, which damages shall not exceed \$50,000 in the aggregate, or (b) subject to the conditions below, seek specific performance of Seller's obligation to close on the sale of the Property pursuant to this Contract (and in lieu of any and all damages). Purchaser may seek specific performance of Seller's obligation to close on the sale of the Property pursuant to this Contract only if, as a condition precedent to initiating such litigation for specific performance, Purchaser shall (x) not otherwise be in default under this Contract; and (y) file suit therefor with the court on or before the 45th day after the Closing Date. If Purchaser fails to file an action for specific performance within 45 days after the Closing Date, then Purchaser shall be deemed to have elected to terminate the Contract in accordance with subsection (a) above. Purchaser agrees that it shall promptly deliver to Seller an assignment of all of Purchaser's right, title and interest in and to (together with possession of) all plans, studies, surveys, reports, and other materials paid for with the out-of-pocket expenses reimbursed by Seller pursuant to the

foregoing sentence. SELLER AND PURCHASER FURTHER AGREE THAT THIS SECTION 10.2 IS INTENDED TO AND DOES LIMIT THE AMOUNT OF DAMAGES DUE PURCHASER AND THE REMEDIES AVAILABLE TO PURCHASER, AND SHALL BE PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER, BOTH AT LAW AND IN EQUITY ARISING FROM OR RELATED TO A BREACH BY SELLER OF ITS COVENANTS OR ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT. UNDER NO CIRCUMSTANCES MAY PURCHASER SEEK OR BE ENTITLED TO RECOVER ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INDIRECT DAMAGES, ALL OF WHICH PURCHASER SPECIFICALLY WAIVES, FROM SELLER FOR ANY BREACH BY SELLER, OF ITS COVENANTS OR ITS OBLIGATIONS UNDER THIS CONTRACT. PURCHASER SPECIFICALLY WAIVES THE RIGHT TO FILE ANY LIS PENDENS OR ANY LIEN AGAINST THE PROPERTY UNLESS AND UNTIL IT HAS IRREVOCABLY ELECTED TO SEEK SPECIFIC PERFORMANCE OF THIS CONTRACT AND HAS FILED AND IS DILIGENTLY PURSUING AN ACTION SEEKING SUCH REMEDY.

## ARTICLE XI RISK OF LOSS OR CASUALTY

11.1 **Major Damage.** In the event that the Property is damaged or destroyed by fire or other casualty prior to Risk of Loss Transfer, and the cost for demolition, site cleaning, restoration, replacement, or other repairs (collectively, the "**Repairs**"), is more than \$1,000,000.00 (a "**Major Damage**"), then Seller shall have no obligation to make such Repairs, and shall notify Purchaser in writing of such damage or destruction (the "**Damage Notice**"). If there is a Major Damage, then Purchaser may elect, by delivering written notice to Seller on or before the earlier of (x) Closing and (y) the date which is ten (10) days after Purchaser's receipt of the Damage Notice, to terminate this Contract, in which event the Deposit shall be returned to Purchaser. In the event Purchaser fails to timely terminate this Contract pursuant to this Section 11.1, this transaction shall be closed in accordance with Section 11.3 below.

11.2 **Minor Damage.** In the event that the Property is damaged or destroyed by fire or other casualty prior to Risk of Loss Transfer, and the cost of Repairs is equal to or less than \$1,000,000.00, then this transaction shall be closed in accordance with Section 11.3, notwithstanding such casualty. In such event, Seller may at its election endeavor to make such Repairs to the extent of any recovery from insurance carried on the Property, if such Repairs can be reasonably effected before the Closing. Regardless of Seller's election to commence such Repairs, or Seller's ability to complete such Repairs prior to Closing, this transaction shall be closed in accordance with Section 11.3 below.

11.3 **Closing.** In the event Purchaser fails to terminate this Contract following a casualty as set forth in Section 11.1, or in the event of a casualty as set forth in Section 11.2, then this transaction shall be closed in accordance with the terms of the Contract, at Seller's election, either (i) for the full Purchase Price, notwithstanding any such casualty, in which case Seller shall, at Closing, execute and deliver an assignment and assumption in favor of Purchaser (in a form reasonably required by Seller) of Seller's rights and obligations with



respect to the insurance claim related to such casualty, and thereafter Purchaser shall receive all insurance proceeds pertaining to such claim, less any amounts which may already have been spent by Seller for Repairs (plus a credit against the Purchase Price at Closing in the amount of any deductible payable by Seller in connection therewith); or (ii) for the full Purchase Price less a credit to Purchaser in the amount necessary to complete such Repairs (less any amounts which may already have been spent by Seller for Repairs).

11.4 **Repairs.** To the extent that Seller elects to commence any Repairs prior to Closing, then Seller shall be entitled to receive and apply available insurance proceeds to any portion of such Repairs completed or installed prior to Closing, with Purchaser being responsible for completion of such Repairs after Closing. To the extent that any Repairs have been commenced prior to Closing, then the Property Contracts shall include, and Purchaser shall assume at Closing, all construction and other contracts entered into by Seller in connection with such Repairs; provided, however, that (except in the event of emergency, as determined in Seller's sole discretion) Seller will consult with Purchaser prior to entering into any such contract if Purchaser will likely have to assume such Contract. Notwithstanding the foregoing to the contrary, Seller retains the sole right and authority to enter into any such contract.

## **ARTICLE XII EMINENT DOMAIN**

12.1 **Eminent Domain.** In the event that, between the Effective Date and Closing, any material part of the Property is acquired, or is about to be acquired, by any governmental agency by the powers of eminent domain or transfer in lieu thereof (or in the event that at such time there is any notice of any such acquisition or intent to acquire by any such governmental agency), Seller or Purchaser shall have the right, at such party's option, to terminate this Contract by giving written notice within 10 days after Purchaser's receipt from Seller of notice of the occurrence of such event, and if either party so terminates this Contract, Purchaser shall recover the Deposit hereunder. If neither party terminates this Contract within such 10-day period, this transaction shall be closed in accordance with the terms of this Contract for the full Purchase Price and Purchaser shall receive the full benefit of any condemnation award. It is expressly agreed between the parties hereto that this Section shall in no way apply to customary dedications for public purposes ("**Dedications**") which may be necessary for the development of the Property; provided, however, that Seller shall be solely responsible for obtaining at Seller's sole expense any and all approvals necessary for the Dedications under law, its own governance, any lenders or HUD and shall indemnify Purchaser for any cost, loss or expense, including reasonable attorneys' fees, that Purchaser may incur as a result of Seller's failure to procure any of the foregoing approvals.

## **ARTICLE XIII MISCELLANEOUS**

13.1 **Binding Effect of Contract.** This Contract shall not be binding on either party until executed by both Purchaser and Seller and delivered to the other party. The Escrow Agent's execution of this Contract shall be a prerequisite to its effectiveness. Subject to

Section 13.3, this Contract shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns.

13.2 **Exhibits and Schedules.** All Exhibits and Schedules, whether or not annexed hereto, are a part of this Contract for all purposes.

13.3 **Assignability.** Except to the extent required to comply with the provisions of Section 13.18 related to a 1031 Exchange, this Contract is not assignable by Purchaser without first obtaining the prior written approval of Seller. Notwithstanding the foregoing, Purchaser may assign this Contract, without first obtaining the prior written approval of Seller, to one or more entities so long as (a) Purchaser is an affiliate of the purchasing entity(ies), (b) Purchaser is not released from its liability hereunder, and (c) Purchaser provides written notice to Seller of any proposed assignment no later than 5 Business Days prior to the Closing Date. As used herein, an affiliate is a person or entity controlled by, under common control with, or controlling another person or entity. Seller hereby acknowledges receipt of notice that Purchaser intends to assign this Contract after expiration of the Feasibility Period to an affiliate named "Glick Marshall House, LLC", an Indiana limited liability company, and further agrees that no further notice or consent shall be required in connection with such an assignment by Purchaser; Purchaser agrees that such assignment notwithstanding, it will not be released from its liability hereunder as provided in this Section 13.3

13.4 **Captions.** The captions, headings, and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

13.5 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

13.6 **Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by electronic delivery with the same notice then subsequently delivered via one of the methods described in (a)-(c) unless such subsequent delivery is waived by the recipient. All notices shall be deemed effective when actually delivered as documented in a delivery receipt, or if electronic delivery is completed after 6:00 P.M. Eastern Time or on a day other than a Business Day, on the next succeeding Business Day; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each party shall be entitled to change its address for notices from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of notices. Any notice provided



for hereunder may be given by a party's attorney or other representative. All notices shall be sent to the addressee at its address set forth following its name below:

To Purchaser:

Gene B. Glick Family Housing Foundation, Inc.  
c/o Gene B. Glick Company, Inc.  
8801 River Crossing Blvd., Suite 200  
Indianapolis, IN 46240  
Attn: Colin Atkinson, (colin.atkinson@glickco.com); VP of Real Estate Development  
Attn: Adam Richter (adam.richter@glickco.com); EVP and General Counsel

To Seller:

City of Marshall  
C/o City Manager  
323 W. Michigan Avenue  
Marshall, Michigan 49068

With a copy to:

City of Marshall  
C/o City Attorney  
323 W. Michigan Avenue  
Marshall, Michigan 49068

Unless specifically required to be delivered to the Escrow Agent pursuant to the terms of this Contract, no notice hereunder must be delivered to the Escrow Agent in order to be effective so long as it is delivered to the other party in accordance with the above provisions.

13.7 **Governing Law and Venue.** The laws of the State of Michigan shall govern the validity, construction, enforcement, and interpretation of this Contract. All claims, disputes and other matters in question arising out of or relating to this Contract, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the state of Michigan, within Calhoun County, in which the Property is situated, and the parties hereto expressly consent to the venue and jurisdiction of such court.

13.8 **Entire Agreement.** This Contract embodies the entire Contract between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

13.9 **Amendments.** This Contract shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written contract executed by all of the parties; provided, however, that, the signature of the Escrow Agent shall not be required as to any amendment of this Contract other than an amendment of Section 2.2.4.

13.10 **Severability.** In the event that any part of this Contract shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Contract and the remaining portions of this Contract shall be valid and enforceable.

13.11 **Multiple Counterparts/Electronic Signatures.** This Contract may be executed in a number of identical counterparts. This Contract may be executed by electronic delivery of signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

13.12 **Construction.** No provision of this Contract shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Contract; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

13.13 **Confidentiality.** Seller and Purchaser shall not disclose the terms and conditions contained in this Contract and shall keep the same confidential, provided that each may disclose the terms and conditions of this Contract (a) as required by law (including but not limited to the Freedom of Information Act), (b) to consummate the terms of this Contract, or any financing relating thereto, or (c) to its lenders, attorneys and accountants, and (d) Seller's City Council for approval of this Contract. Any information obtained by Purchaser in the course of its inspection of the Property, and any Materials provided by Seller to Purchaser hereunder, shall be confidential and Purchaser shall be prohibited from making such information public to any other person or entity other than its Consultants, without Seller's prior written authorization, which may be granted or denied in Seller's sole discretion. In addition, each party shall use its reasonable efforts to prevent its Consultants from divulging any such confidential information to any unrelated third parties except for the limited purpose of analyzing and investigating such information for the purpose of consummating the transaction contemplated by this Contract. Unless and until the Closing occurs, Purchaser shall not market the Property (or any portion thereof) to any prospective purchaser or lessee without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

13.14 **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Contract and any aspect thereof.

13.15 **Waiver.** No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing and all waivers must be in writing and signed by the waiving party.

13.16 **Attorneys' Fees.** In the event either party hereto commences litigation or arbitration against the other to enforce its rights hereunder, each party shall be responsible for



its individual attorney's fees, costs, and expenses, including expert witness fees and costs, during any litigation and appeals therefrom.

13.17 **Time Zone/Time Periods.** Any reference in this Contract to a specific time shall refer to the prevailing local time in the time zone where the Property is located. (For example, a reference to 3:00 p.m. refers to 3:00 p.m. MST if the Property is located in Denver, Colorado.) Should the last day of a time period fall on a weekend or legal holiday, the next Business Day thereafter shall be considered the end of the time period.

13.18 **1031 Exchange.** Seller and Purchaser acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange for Purchaser pursuant to Section 1031 of the Code, the regulations promulgated thereunder, revenue procedures, pronouncements and other guidance issued by the Internal Revenue Service. Each party hereby agrees to cooperate with each other and take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Contract, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Contract will be extended as a result thereof, except as specifically provided herein.

13.19 **No Personal Liability of Officers, Trustees or Directors.** Purchaser acknowledges that this Contract is entered into by Seller, which is a Michigan public entity, and Purchaser agrees that none of Seller's Indemnified Parties shall have any personal liability under this Contract or any document executed in connection with the transactions contemplated by this Contract. Seller acknowledges that this Contract is entered into by Purchaser which is an Indiana nonprofit corporation, and Seller agrees that none of Purchaser, or Purchaser's partners, managers, members, employees, officers, directors, trustees, shareholders, counsel, representatives, or agents shall have any personal liability under this Contract or any document executed in connection with the transactions contemplated by this Contract.

13.20 **Intentionally Omitted.**

13.21 **No Recording.** Purchaser shall not cause or allow this Contract or any contract or other document related hereto, nor any memorandum or other evidence hereof, to be recorded or become a public record without Seller's prior written consent, which consent may be withheld at Seller's sole discretion. If Purchaser records this Contract or any other memorandum or evidence thereof, Purchaser shall be in default of its obligations under this Contract. Purchaser hereby appoints Seller as Purchaser's attorney-in-fact to prepare and record any documents necessary to effect the nullification and release of the Contract or other memorandum or evidence thereof from the public records. This appointment shall be coupled with an interest and irrevocable.

13.22 **Relationship of Parties.** Purchaser and Seller acknowledge and agree that the relationship established between the parties pursuant to this Contract is only that of a seller and a purchaser of property. Neither Purchaser nor Seller is, nor shall either hold itself out to be, the agent, employee, joint venturer or partner of the other party.

13.23 **Intentionally Omitted**

13.24 **Intentionally Omitted**

13.25 **Survival.** Except for any other provisions in this Contract (a) that by their express terms survive the termination of this Contract or the Closing; (b) by context require that such term survive the termination of this Contract or the Closing; or (c) any payment or indemnity obligation of Purchaser under this Contract (the foregoing (a), (b), and (c) referred to herein as the “**Survival Provisions**”), none of the terms and provisions of this Contract shall survive the termination of this Contract, and if the Contract is not so terminated, all of the terms and provisions of this Contract (other than the Survival Provisions, which shall survive the Closing) shall be merged into the Closing documents and shall not survive Closing.

13.26 **Multiple Purchasers.** As used in this Contract, the term “**Purchaser**” includes all entities acquiring any interest in the Property at the Closing, including, without limitation, any assignee(s) of the original Purchaser pursuant to Section 13.3 of this Contract. In the event that “Purchaser” has any obligations or makes any covenants, representations or warranties under this Contract, the same shall be made jointly and severally by all entities being a Purchaser hereunder.

13.27 **WAIVER OF JURY TRIAL.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT.

#### **ARTICLE XIV LEAD-BASED PAINT DISCLOSURE**

14.1 **Disclosure.** Seller and Purchaser hereby acknowledge delivery of the Lead Based Paint Disclosure attached as **Exhibit F** hereto.

[Remainder of Page Intentionally Left Blank]



NOW, THEREFORE, the parties hereto have executed this Contract as of the date first set forth above.

**Seller:**

**CITY OF MARSHALL,**  
a municipal public corporation

By: \_\_\_\_\_  
Michelle Eubank, Clerk, City of Marshall

**Purchaser:**

**GENE B. GLICK FAMILY HOUSING  
FOUNDATION, INC.,** an Indiana non-profit  
corporation

By:  \_\_\_\_\_  
David O. Barrett, President and CEO

**Purchaser's Tax Identification Number/Social  
Security Number:**

20-1698926

**[SIGNATURES CONTINUED ON NEXT PAGE]**

## ESCROW AGENT SIGNATURE PAGE

The undersigned executes the Contract to which this signature page is attached for the purpose of agreeing to the provisions of the Contract applicable the Escrow Agent.

**ESCROW AGENT:**

**FIRST AMERICAN TITLE GUARANTY  
COMPANY**

By: Tatiana McFadden  
Name: Tatiana McFadden  
Title: Authorized Signatory

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Land in the City of Marshall, Calhoun County, MI, described as follows:

Beginning at the intersection of the East line of Madison Street and the South line of Spruce Street, also being the Northwest corner of Lot 292 of the recorded Plat of Upper Village of Marshall, Section 25, Town 2 South, Range 6 West, Village of Marshall, now City of Marshall, Calhoun County, Michigan, as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 3 of Plats on pages 12 and 13; thence East along said South line of Spruce Street, 285.09 feet to a point 109.00 feet West of the Northeast corner of Lot 193 of said Plat; thence South 00 degrees 33 minutes 05 seconds East, 132.00 feet; thence East 109.00 feet to the Southeast corner of said Lot 193; thence South 00 degrees 33 minutes 05 seconds East, along the East line of Lot 200 of said Plat and the Southerly extension thereof, 165.00 feet to the centerline of vacated Pearl Street; thence East along said centerline 66.00 feet to the Northerly extension of the East line of Lot 208 of said Plat; thence South 00 degrees 33 minutes 05 seconds East, along said East line of Lot 208 and the Northerly extension thereof, 214.85 feet to a point on the bank of Rice Creek; thence South 80 degrees 04 minutes 07 seconds West, along said bank of Rice Creek 169.69 feet; thence continuing along said bank of Rice Creek, North 61 degrees 34 minutes 18 seconds West, 252.48 feet to the Easterly line of the Westerly 66.00 feet of Lot 305 of said Plat; thence North 39 degrees 51 minutes West, parallel with the Westerly line of said Lot 305 a distance of 119.48 feet; thence North 50 degrees 34 minutes 50 seconds East, parallel with the Southerly line of Pearl Street 97.35 feet; thence North 49 degrees 47 minutes 20 seconds West, 133.42 feet to said Southerly line of Pearl Street; thence North 50 degrees 34 minutes 50 seconds East, along said Southerly line of Pearl Street, 36.66 feet to the East line of Madison Street; thence North 00 degrees 19 minutes 50 seconds West, along said East line of Madison Street 157.94 feet to the place of beginning.

**EXHIBIT B**  
**FORM OF DEED**  
**COVENANT DEED**

---

[] (“**Grantor**”), whose address is [], hereby sells, conveys, grants and bargains to [] (“**Grantee**”), whose address is [], the premises situated in [] more specifically described as:

See Exhibit A hereto

for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

Grantor, for itself, its successors and assigns, covenants, grants, bargains, and agrees to and with Grantee, its successors and assigns, that, subject to the exceptions set forth on Exhibit B hereto, Grantor has not done, committed or knowingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, or shall or may be, charged or encumbered in title, estate or otherwise.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make \_\_\_\_\_  
(\_\_\_\_\_) division(s) under Section 108 of the Land  
Division Act, Act No. 288 of the Public Acts of 1967, as amended.

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

**IN WITNESS WHEREOF**, Grantor has executed this Covenant Deed on the date set forth below.

**[insert signature Grantor block and notary block at Closing]**



**Drafted by:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**When recorded return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Send subsequent tax bills to: Grantee

Recording Fee: \_\_\_\_\_

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

## **EXHIBIT C**

### **FORM OF BILL OF SALE**

THIS BILL OF SALE ("**Bill of Sale**") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by the **CITY OF MARSHALL**, a Michigan municipal corporation, its address of 323 W. Michigan Avenue, Marshall, Michigan, 49068 ("**Seller**"), in favor of **GLICK MARSHALL HOUSE, LLC**, an Indiana limited liability company ("**Purchaser**").

### **W I T N E S S E T H:**

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Contract dated as of April \_\_\_, 2023 (the "**Contract**") with respect to the sale of certain Property identified therein. (Any capitalized term used, but not otherwise defined herein, shall have the meaning set forth in the Contract).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Purchaser all of the Fixtures and Tangible Personal Property, in their "AS IS, WHERE IS, WITH ALL FAULTS" condition, without representation or warranty of any kind whatsoever except as set forth in and subject to the terms of the Contract.

WITH RESPECT TO ALL MATTERS TRANSFERRED, WHETHER TANGIBLE OR INTANGIBLE, PERSONAL OR REAL, SELLER EXPRESSLY DISCLAIMS A WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE IN WHICH THE PROPERTY IS LOCATED (OR ANY OTHER STATE).

This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of Purchaser and Seller.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Michigan.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the day and year first written above.

**SELLER:**

**CITY OF MARSHALL,**  
a municipal public corporation

By: \_\_\_\_\_  
Michelle Eubank, Clerk, City of Marshall

## **EXHIBIT D**

### **GENERAL ASSIGNMENT AND ASSUMPTION**

This General Assignment and Assumption (this “**Assignment**”) is executed by the **CITY OF MARSHALL**, a Michigan municipal corporation, its address of 323 W. Michigan Avenue, Marshall, Michigan, 49068 (“**Seller**”), in favor of **GLICK MARSHALL HOUSE, LLC**, an Indiana limited liability company (“**Purchaser**”) as of \_\_\_\_\_, 2023 (the “**Effective Date**”).

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Contract dated as April \_\_\_\_, 2023 (the “**Contract**”) with respect to the sale of certain Property identified therein. (Any capitalized term used, but not otherwise defined herein, shall have the meaning set forth in the Contract).

WHEREAS, pursuant to the Contract, Seller has agreed to assign, without recourse or warranty, to Purchaser all of Seller’s right, title and interest, if any, in and to the Miscellaneous Property Assets, the Permits (other than the Excluded Permits), and the Property Contracts.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Assignment.** As of the Effective Date, Seller hereby assigns, sells and transfers, without recourse or warranty, to Purchaser all of Seller’s right, title and interest, if any, in and to the Miscellaneous Property Assets, the Permits (other than the Excluded Permits), and the Property Contracts.

2. **Assumption.** As of the Effective Date, Purchaser expressly agrees to assume and hereby assumes all liabilities and obligations of the Seller which are to be performed or which become due on or after the Effective Date in connection with the Miscellaneous Property Assets, the Permits (other than the Excluded Permits), and the Property Contracts; provided, however, that to the extent that any Property Contract constitutes a Terminated Contract, Purchaser assumes such Property Contract only (a) through the effective date of the termination of such Property Contract pursuant to its express terms, and (b) to the extent of any cancellation fees, penalties or damages, including liquidated damages, due as a result of such termination.

3. **Seller Indemnity.** Seller hereby agrees to indemnify, defend and hold harmless Purchaser from and against any and all costs, damages, losses, liabilities and expenses (excluding all attorneys’ fees, costs and expenses) incurred by Purchaser as a result of claims or causes of action arising out of or relating to Seller’s failure to perform any of the obligations on its part to be performed under the Miscellaneous Property Assets, the Permits (other than the Excluded Permits), and the Property Contracts occurring prior to the Effective Date.

4. **Purchase Indemnity.** Purchaser hereby agrees to indemnify, defend and hold harmless Seller from and against any and all costs, damages, losses, liabilities and expenses (excluding all attorneys’ fees, costs and expenses) incurred by Seller as a result of claims or causes of action arising out of or relating to Purchaser’s failure to perform any of the obligations on its



part to be performed with respect to the Miscellaneous Property Assets, the Permits (other than the Excluded Permits), and the Property Contracts occurring on and after the Effective Date.

5. Counterparts. This Assignment may be executed in a number of identical counterparts. Signatures may be delivered by electronic delivery, and such signatures shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

6. Attorneys' Fees. In the event either party hereto commences litigation or arbitration against the other to enforce its rights hereunder, each party shall be responsible for its individual attorney's fees, costs, and expenses, including expert witness fees and costs, during any litigation and appeals therefrom.

7. Applicable Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Michigan.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

WITH RESPECT TO ALL MATTERS TRANSFERRED, WHETHER TANGIBLE OR INTANGIBLE, PERSONAL OR REAL, SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE IN WHICH THE PROPERTY IS LOCATED (OR ANY OTHER STATE) AND PURCHASER ACCEPTS ALL SUCH MATTERS IN THEIR "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has executed this General Assignment and Assumption as of the day and year first written above.

**SELLER:**

**CITY OF MARSHALL,**  
a municipal public corporation

By: \_\_\_\_\_  
Michelle Eubank, Clerk, City of Marshall

*[Purchaser's Signature Page Follows]*

**PURCHASER:**

**GLICK MARSHALL HOUSE, LLC**, an Indiana limited liability company

**By: GENE B. GLICK FAMILY HOUSING FOUNDATION, INC.**, an Indiana non-profit corporation, its sole member

By: \_\_\_\_\_  
David O. Barrett, President and CEO

## EXHIBIT E

### ASSIGNMENT AND ASSUMPTION OF LEASES AND SECURITY DEPOSITS

This Assignment and Assumption of Leases and Security Deposits (this “**Assignment**”) is executed by the **CITY OF MARSHALL**, a Michigan municipal corporation, its address of 323 W. Michigan Avenue, Marshall, Michigan, 49068 (“**Seller**”), in favor of **GLICK MARSHALL HOUSE, LLC**, an Indiana limited liability company (“**Purchaser**”) as of \_\_\_\_\_, 2023 (the “**Effective Date**”).

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Contract dated as of April \_\_\_, 2023 (the “**Contract**”) with respect to the sale of certain Property more particularly described in the Contract. (Any capitalized term used, but not otherwise defined herein, shall have the meaning set forth in the Contract).

WHEREAS, Seller, as landlord, has entered into certain leases for the use of the Property by tenants (collectively, together with all amendments, modifications, supplements, restatements and guarantees thereof, the “**Leases**”).

WHEREAS, the Contract requires Seller and Purchaser to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Assignment and Assumption.** As of the Effective Date, Seller hereby irrevocably assigns, sets over, transfers and conveys to Purchaser all of Seller’s right, title and interest in and to the Leases. Purchaser hereby accepts this Assignment and the rights granted herein, and Purchaser hereby expressly assumes, for itself and its successors, assigns and legal representatives, the Leases and the Tenant Security Deposit Balance and all of the obligations and liabilities, fixed and contingent, of Seller thereunder accruing from and after the date hereof with respect to the Leases and the Tenant Security Deposit Balance and agrees to (i) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liability of Seller thereunder, which accrue from and after the date hereof, and (ii) keep, perform and observe all of the covenants and conditions contained therein on the part of Seller to be kept, performed and observed, from and after the date hereof.

2. **Seller Indemnity.** Seller hereby agrees to indemnify, defend and hold harmless Purchaser from and against any and all costs, damages, losses, liabilities and expenses (excluding all attorneys’ fees, costs and expenses) incurred by Purchaser as a result of claims or causes of action being brought against Purchaser, as Seller’s successor in interest to the Leases, arising out of or relating to Seller’s failure to perform any of the obligations under the Leases occurring prior to the Effective Date.

3. **Purchaser Indemnity.** Purchaser hereby agrees to indemnify, defend and hold harmless Seller from and against any and all costs, damages, losses, liabilities and expenses (excluding all attorneys’ fees, costs and expenses) incurred by Seller as a result of claims or causes



of action being brought against Seller arising out of or relating to Purchaser's failure to perform any of the obligations of the lessor under Leases occurring from and after the Effective Date or relating to any and all claims incurred by Seller with respect to the Security Deposits assigned herein.

4. General Provisions.

a. Successors. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

b. Counterparts. This Assignment may be executed in a number of identical counterparts. Signatures may be delivered by electronic delivery, and such signatures shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

c. Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State wherein the Property is located, without reference to the conflict of law provisions thereof.

d. Attorney's Fees. In the event either party hereto commences litigation or arbitration against the other to enforce its rights hereunder, each party shall be responsible for its individual attorney's fees, costs, and expenses, including expert witness fees and costs, during any litigation and appeals therefrom.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment and Assumption of Leases and Security Deposits as of the day and year first written above.

**SELLER:**

**CITY OF MARSHALL,**  
a municipal public corporation

By: \_\_\_\_\_  
Michelle Eubank, Clerk, City of Marshall

**PURCHASER:**

**GLICK MARSHALL HOUSE, LLC,** an Indiana  
limited liability company

By: **GENE B. GLICK FAMILY HOUSING  
FOUNDATION, INC.,** an Indiana non-profit  
corporation, its sole member

By: \_\_\_\_\_  
David O. Barrett, President and CEO

## **EXHIBIT F**

### **LEAD-BASED PAINT DISCLOSURE**

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION, IF ANY, AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

## **SCHEDULE 1**

### **DEFINED TERMS**

- 1.1. Intentionally Omitted.
- 1.2. Intentionally Omitted.
- 1.3. Intentionally Omitted.
- 1.4. Intentionally Omitted.
- 1.5. “**Business Day**” means any day other than a Saturday or Sunday or Federal holiday.
- 1.6. “**Closing**” means the consummation of the purchase and sale and related transactions contemplated by this Contract in accordance with the terms and conditions of this Contract.
- 1.7. “**Closing Date**” means the date on which date the Closing of the conveyance of the Property is required to be held pursuant to Section 5.1.
- 1.8. “**Excluded Permits**” means those Permits which, under applicable law, are nontransferable.
- 1.9. “**Fixtures and Tangible Personal Property**” means all fixtures, furniture, furnishings, fittings, equipment, machinery, apparatus, appliances and other articles of tangible personal property located on the Land or in the Improvements as of the Effective Date, to the extent transferable, and used or usable in connection with the occupation or operation of all or any part of the Property; provided, however, that the term “**Fixtures and Tangible Personal Property**” specifically excludes any of the foregoing to the extent (a) the same are not owned by Seller (including, without limitation, if the same are leased by Seller or are owned or leased by any Tenant or guest, employee or other person furnishing goods or services to the Property), or (b) the same are owned by Seller but are not used exclusively for the business, operation or management of the Property.
- 1.10. “**Improvements**” means all buildings and improvements located on the Land.
- 1.11. “**Land**” means all of those certain tracts of land located in the State of Michigan described on Exhibit A, and all rights, privileges and appurtenances pertaining thereto, as more particularly described in the Deed.
- 1.12. “**Lease(s)**” means the interest of Seller in and to all leases, subleases and other occupancy contracts, whether or not of record, which provide for the use or occupancy of space or facilities on or relating to the Property and which are in force as of the Closing Date for the applicable Property.



1.13. “**Miscellaneous Property Assets**” means all assignable contract rights, leases, concessions, warranties, plans, drawings and other items of intangible personal property relating to the ownership or operation of the Property and owned by Seller, excluding, however, (a) receivables, (b) Property Contracts, (c) Leases, (d) Permits, (e) Fixtures and Tangible Personal Property, (f) cash or other funds, whether in petty cash or house “banks,” or on deposit in bank accounts or in transit for deposit, (g) refunds, rebates or other claims, or any interest thereon, for periods or events occurring prior to the Closing Date, (h) utility and similar deposits, (i) insurance or other prepaid items, (j) any residual receipts account, (k) any capital replacement, repair or other reserves held by Seller, or any other party on behalf of or for the benefit of Seller, with respect to the Property, (l) Seller’s proprietary books and records, or (m) the Management Contract. The term “**Miscellaneous Property Assets**” also shall include all of Seller’s rights, if any, in and to the name “**The Marshall House Apartments**” and derivations thereof and to any internet domain name (but not the content of any website maintained by Seller or any of Seller’s affiliates), as they relate solely in connection with the Property (and not with respect to any other property owned or managed by Seller, Property Manager, or their respective affiliates) and all social media accounts.

1.14. “**Permits**” means all licenses and permits granted by any governmental authority having jurisdiction over the Property owned by Seller and required in order to own and operate the Property.

1.15. “**Prohibited Person**” means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “**Executive Order**”); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

1.16. “**Property**” means (a) the Land and Improvements and all rights of Seller, if any, in and to all of the easements, rights, privileges, and appurtenances belonging or in any way appertaining to the Land and Improvements, (b) the Property Contracts, Leases, Permits (other than Excluded Permits), and the right, if any, of Seller in and to the Fixtures and Tangible Personal Property, and (c) the Miscellaneous Property Assets owned by Seller which are located on the Property and used in its operation.

1.17. “**Property Contracts**” means all contracts, agreements, equipment leases, purchase orders, maintenance, service, or utility contracts and similar contracts, excluding Leases, regardless of whether entered into by Seller, Property Manager, or an affiliate of either, which relate to the ownership, maintenance, construction or repair and/or operation of the Property, whether or not assignable by their terms, but not including (a) any national contracts entered into by Seller or Property Manager with respect to the Property (i) which terminate automatically upon transfer of the Property by Seller, or (ii) which Seller, in Seller’s sole discretion, elects to terminate

with respect to the Property effective as of the Closing Date, or (b) any cellular phone contract or property management contract for the Property. Property Contracts shall not include forward or similar long-term contracts to purchase electricity, natural gas, or other utilities, which contracts shall be “**Utility Contracts**” governed by the provisions of Section 0.

1.18. “**Property Manager**” means the current City Manager of Seller, owner of the Property.

1.19. “**Rent-Ready Conditions**” means the physical to which Seller, in the ordinary course of its business, would prepare Tenant Units in anticipation of renting such Tenant Units to prospective Tenants.

1.20. “**Tenant**” means any person or entity entitled to occupy any portion of the Property under a Lease.

1.21. “**Tenant Deposits**” means all security deposits, prepaid rentals, cleaning fees and other refundable deposits and fees collected from Tenants, plus any interest accrued thereon, paid by Tenants to Seller pursuant to the Leases. Tenant Deposits shall not include any non-refundable deposits or fees paid by Tenants to Seller, either pursuant to the Leases or otherwise.

1.22. “**Tenant Unit**” means each apartment in the Property which is leased by Seller to Tenants in the ordinary course of Seller’s business.

1.23. “**Third-Party Reports**” means any reports, studies or other information prepared or compiled for Purchaser by any Consultant or other third-party in connection with Purchaser’s investigation of the Property.

1.24. “**Written Notice**” Whether capitalized or not, means written correspondence delivered to the receiving party in the manner described in Section 13.6 of the Contract.

**SCHEDULE 3.5.1**  
**LIST OF MATERIALS**

IN ALL INSTANCES, THE FOLLOWING MATERIALS WILL BE DELIVERED ONLY TO THE EXTENT THE SAME EXIST AND ARE IN SELLER'S POSSESSION OR REASONABLE CONTROL.

**PROPERTY RELATED ITEMS**

- A. Seller's form of residential lease agreement and copies of tenant files (available on site).
- B. All Property Contracts, equipment leases, and vendor lists with contact names and contact information.
- C. Any property locator or similar agreements (other than agreements with the Property Manager), if any, pertaining to the marketing and advertisement of the Property for leasing (and payment of commissions in connection therewith).
- D. All engineering studies, environmental reports, physical needs assessment reports, termite inspections, and appraisals to the extent available and in Seller's possession, which relate to the Property and were prepared for Seller by third parties.
- E. To the extent in Seller's possession, ad valorem and personal property tax statements for the current year and prior two (2) years and the status of any pending appeal.
- F. Current Rent Roll in Microsoft Excel Format that shows units on notice to vacate, vacant rented, etc.
- G. Unit Address List with unit numbers and mailing addresses for each unit in Microsoft Excel format.
- H. Current Income Statements for the Property and for the three (3) years prior to the year in which the Effective Date occurs.
- I. Current Year Budget
- J. Copies of Existing Certificates of Insurance (Including Flood and all other types available)
- K. Copies of Existing FEMA elevation certificates.
- L. A summary of pending insurance claims and pending litigation and for the three (3) years prior to the year in which the Effective Date occurs, if any, provided that such summary shall be prepared to Seller's knowledge and Seller makes no representations or warranties regarding the outcome of such claims or litigation.
- M. Insurance company loss runs for the three (3) years prior as well as copies of any active workman's comp claims.
- N. To the extent available and in Seller's possession, guaranties or warranties with respect to the Property, if any.
- O. Seller's ACM plan, lead in water O&M, lead based paint O&M plans and other O&M plans, if any.
- P. Copies of any certificates of occupancy and/or other Permits, to the extent available and in Seller's possession.
- Q. Seller's plans and specifications for the Property including general site plan.
- R. Utility bills for the past two (2) years.
- S. An inventory of the Fixtures and Tangible Personal Property, including and noting any Fixtures or Tangible Personal Property that Seller desires to retain after Closing, if any.
- T. A concessions report.
- U. A security deposit report.
- V. Prepaid balance report listing all residents with credit balance.
- W. Listing of accrued security deposit interest per tenant if applicable.
- X. A delinquency report.
- Y. A traffic/occupancy turnover.
- Z. Listing of any fees taken for future move-ins
- AA. Maintenance records for each unit for a minimum of the past three (3) years.
- BB. A minimum three (3) year history of all capital improvements, including any unit improvements.
- CC. Listing of current on-site employees, their job description and compensation.
- DD. Copy of incident/accident and crime related reports on the property for the past two (2) years
- EE. Property brochures and floorplans
- FF. Report detailing age of water heaters, condensers, and major appliances, estimates of remaining useful life for all, and estimated annual failure rate.

- GG. A traffic generation/conversion rate report from currently used internet marketing sources (Apartment Guide, For Rent, etc.).
- HH. Copies of any previously received bids for major asphalt/concrete drive and parking repairs.
- II. Copy of any recent lighting study
- JJ. Report that includes resident income and demographics
- KK. Resident Selection Plan

#### **HUD RELATED ITEMS**

- A. A current HAP contract and all correspondence with HUD regarding management review (MOR) and REAC inspections for prior three (3) years.
- B. Original HAP Contract
- C. Copy of Regulatory Agreement
- D. Copy of most recent HAP voucher.
- E. Contact information for HUD Project Manager.
- F. Property TRACS mail ID. Is this ID property specific or portfolio specific?
- G. Copy of most recent Rent Study if applicable
- H. All other relevant HUD documents reasonably requested by Purchaser.
- I. Copy of the closing transcript from the Property's Mark to Market closing.
- J. Current Waiting List showing original date and time of application, income, and approval status
- K. Copy of most recent Management Certification – HUD Form 9839-B
- L. Copy of most recent Affirmative Fair Housing Marketing Plan
- M. Copy of 504 Self Evaluation Plan
- N. Copy of 504 Transition Plan
- O. Copy of the Closing