

Marshall Township Special Board Meeting

January 26, 2023

The meeting was called to order at 7:00 p.m. by Supervisor David Bosserd.

Present: Clerk Albaugh, Supervisor Bosserd, Trustee Lyng, Treasurer Roberts and Trustee Walsh

Absent: None Also present: Township Attorney Koches

The Pledge of Allegiance was led by Dan Walsh.

Supervisor Bosserd indicated the special meeting was called pursuant to Board rules and State Law by Clerk Albaugh, Treasurer Roberts and Trustee Lyng for the purpose of consideration by the Board of the tabled Contracts for Condition Transfer of Property requested by property owners Ceres Farms, Diana Vanderweg, MAEDA and Betty Ford. Supervisor Bosserd further indicated that the public hearing on the proposed contracts was held and concluded at the January 16<sup>th</sup> meeting; however, audience comments could still be made at the appropriate time on the agenda.

COMMUNICATIONS: Clerk Albaugh reviewed a number of communications concerning the Mega Site project from residents, non residents and organizations. A copy of the communications plus communications received during the meeting are on file and available for public inspection in the Office of the Township Clerk and have been posted to the township website: [www.marshalltownship.org](http://www.marshalltownship.org) The communications were received and placed on file.

AUDIENCE COMMENTS: Supervisor Bosserd reviewed the Board rules for audience comments. The following persons offered comments of concern or opposition to the proposed Marshall Mega-site or requested the Board approve a referendum in lieu of approving the land transfer contracts: Rebecca Glotfelty (Charlevoix MI), Gerald Bosserd (Marshall Township), Jan Arnett (Battle Creek), Connie Wireman (Marshall Township), Glenn Kowalske (Marshall Township), Roger Sommers (Marshall Township), Steve Lazar (Marshall Township), Gretchen Esser (Marshall), Terry Reniger (Marshall Township), Josh Dewitt (Marshall), Jeff Wilson (Marengo Township), Izzy Todd (Marshall Township), Mandy Emerson-Rich (Marshall Township), Christine Stout (Marshall Township), Georgina Morris (Emmett Township), Diane Kowalske (Marshall Township), Pete Bailey (Marengo Township), A.J. Hale (Marshall Township), Laura Bartlett (Marshall City), Justin Kazmar (Marengo Township), Shaina Turner (A Drive South), Kyle Bosserd (Marshall Township), Tommy Miller (Marengo Township), Victoria Elyea (Marshall Township), DeShawn Obarty (Emmett Township), Ken Sutton (Marshall Township), Michael Woods (Marshall Township), Frank Brownell (Marshall Township), Emily Emerson-Rich (Marshall city), Barry Wayne Adams (Marshall City), Christopher Katz (not a Marshall Township resident), Cameron Warner (not a Marshall Township resident), Dale Borders (Marshall Township), Doyle Arnett (Battle Creek), Julie Bryant (Marshall Township), Martha Beck (Marshall Township), Connie Bosserd (Marshall Township). The following persons offered comments in favor of the land transfers or Mega Site: Lisa Damron (Battle Creek Area Board of Realtors), Josh Hunt (Michigan Economic Development Agency, Okemos, MI), Virgie Emmerman (CEO Albion Economic Development Corporation – Homer, MI), Lou Giannunzio (Marshall City), Jim Roby (Mattawan, MI), Robert Korter (BCCU – Battle Creek), Melissa Fish

(Southwest Michigan First – Kalamazoo), James Durian (MAEDA CEO – Mason). Audience comments concluded AT 9:35 P.M..

PENDING BUSINESS:

Motion by Albaugh, supported by Walsh, remove the proposed four Contracts for Conditional Transfer of Property from the table for consideration. YES: Albaugh, Bosserd, Lyng, Roberts and Walsh. NO-None. Motion Carried.

Supervisor Bosserd commented he was a generational farm owner in Marshall Township, the “garden” of Calhoun County. He indicated the transfers, if granted, would affect his family and he was struggling with this decision.

Trustee Lyng expressed that there were good comments made tonight and impassioned arguments made. In the end, property owners had made these requests and property rights are an important consideration.

Trustee Walsh indicated that we are voting on the land transfer agreements which have been requested by the property owners and appear to be inconformity with the requirements.

Clerk Albaugh stated he agreed many good points were made, but many of the concerns were properly considerations for the site plan review. In the end not only do we have property rights to consider but our decision must be based on our individual judgments taking into account not only public opinion, but also the law, the facts, and the common good of the community.

Motion by Lyng, supported by Walsh, approve the contract for Conditional Transfer of Property with the City of Marshall as requested by Ceres Farms. YES: Lyng, Albaugh, Roberts and Walsh. NO: Bosserd.

MOTION CARRIED.

Motion by Lyng, supported by Walsh, approve the contract for Conditional Transfer of Property with the City of Marshall as requested by Diana Vanderweg. YES: Lyng, Albaugh, Roberts and Walsh. NO: Bosserd. MOTION CARRIED.

Motion by Lyng, supported by Walsh, approve the contract for Conditional Transfer of Property with the City of Marshall as requested by the Marshall Area Economic Development Alliance. YES: Lyng, Albaugh, Roberts and Walsh. NO: Bosserd. MOTION CARRIED.

Motion by Lyng, supported by Walsh, approve the contract for Conditional Transfer of Property with the City of Marshall as requested by Betty Ford. YES: Lyng, Albaugh, Roberts and Walsh. NO: Bosserd.

MOTION CARRIED.

NEW BUSINESS: None

AUDIENCE COMMENTS: Rebecca Glotfelty spoke again and applauded Supervisor Bosserd and expressed that she hopes the remainder of the Board gets recalled. Michael Woods spoke and indicated he believed the Board action was not in compliance with the Public Act 425 and cited his reading of the law. Glenn Kowalske spoke indicating he thought there were conflicts of interest of several Board members and that the Board has totally disregarded its residents. Gerald Bosserd expressed his thoughts that

ethics are being violated by Board members and Planning Commissioners and nothing is being done despite his earlier complaints. Justin Kazmar expressed that the Board had just ignored the will of the people. Barry Adams indicated that what has happened is that citizens had lost control of their government which is dominated by corporate fascism. Roger Sommers reiterated his objection to the Mega Site. The Albion Economic CEO explained readiness to serve by a municipal unit of government with regard to utility service. Emily Emerson-Rich thanked the Board for listening and reiterated her thought that the Mega Site project is bad for the community.

BOARD MEMBER COMMENTS: None.

The Supervisor declared the meeting adjourned at 10:10 p.m.

Respectfully submitted,

JEFFREY S. ALBAUGH, Marshall Township Clerk

**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, Ceres Farms, LLC, 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 January 31, 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 \_\_\_\_\_







CERES LETTERHEAD

December 22, 2022

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 and Mr. Zick:

Ceres Farms, LLC ("Ceres") previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property effective December 20, 2022, with an expected closing date on or before January 31, 2023. Ceres, as the owner of the Property, joined by MAEDA as the buyer of the Property, hereby requests that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. Ceres and MAEDA both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from Ceres to MAEDA.

If any additional information is needed, please do not hesitate to contact either of us or our counsel.

Respectfully submitted,

Ceres Farms, LLC, An Indiana limited liability company

Marshall Area Economic  
Development Alliance

By: \_\_\_\_\_  
Brandon Zick  
Its: Chief Investment Officer

By:  \_\_\_\_\_  
Jim Durian  
Its: Chief Executive Officer

Cc: David Bosserd – Marshall Township Supervisor  
Patrick Vieth – Ceres General Counsel  
Richard Lindsey – MAEDA Counsel

CERES LETTERHEAD

December 22, 2022

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 and Mr. Zick:

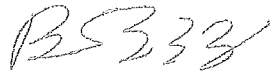
Ceres Farms, LLC (“Ceres”) previously entered into a Real Estate Option Agreement (“Option”) with the Marshall Area Economic Development Alliance (“MAEDA”) for certain property located in Marshall Township and as described in the enclosed survey (“Property”). MAEDA has exercised the Option for the Property effective December 20, 2022, with an expected closing date on or before January 31, 2023. Ceres, as the owner of the Property, joined by MAEDA as the buyer of the Property, hereby requests that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. Ceres and MAEDA both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from Ceres to MAEDA.

If any additional information is needed, please do not hesitate to contact either of us or our counsel.

Respectfully submitted,

Ceres Farms, LLC, An Indiana limited liability company

Marshall Area Economic  
Development Alliance

By:   
Brandon Zick  
Its: Chief Investment Officer

By: \_\_\_\_\_  
Jim Durian  
Its: Chief Executive Officer

Cc: David Bosserd – Marshall Township Supervisor  
Patrick Vieth – Ceres General Counsel  
Richard Lindsey – MAEDA Counsel

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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, Diana Vanderweg, 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 January 31, 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 )

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\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

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

# SURVEY SKETCH

SURVEY SKETCH OF A PARCEL OF LAND IN THE SE 1/4 OF SECTION 28, T2S, R6W, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN



## LEGAL DESCRIPTION

(PER DEVON TITLE AGENCY COMMITMENT #20210798, DATED 11/01/2022)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 POST OF SECTION 28, T2S, R6W; THENCE S90°00'00"W ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 28, A DISTANCE OF 1292.79 FEET TO THE EAST LINE OF THE WEST 2 RODS OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE TRUE PLACE OF BEGINNING; THENCE S01°41'13"E ALONG SAID EAST LINE OF THE WEST 2 RODS OF THE EAST 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 280.12 FEET; THENCE S90°00'00"W PARALLEL WITH SAID EAST AND WEST 1/4 LINE, 238.78 FEET; THENCE N03°00'00"W, 280.38 FEET TO SAID EAST AND WEST 1/4 LINE; THENCE N90°00'00"E ALONG SAID EAST AND WEST 1/4 LINE, 245.21 FEET TO THE PLACE OF BEGINNING.

## EXCEPTIONS

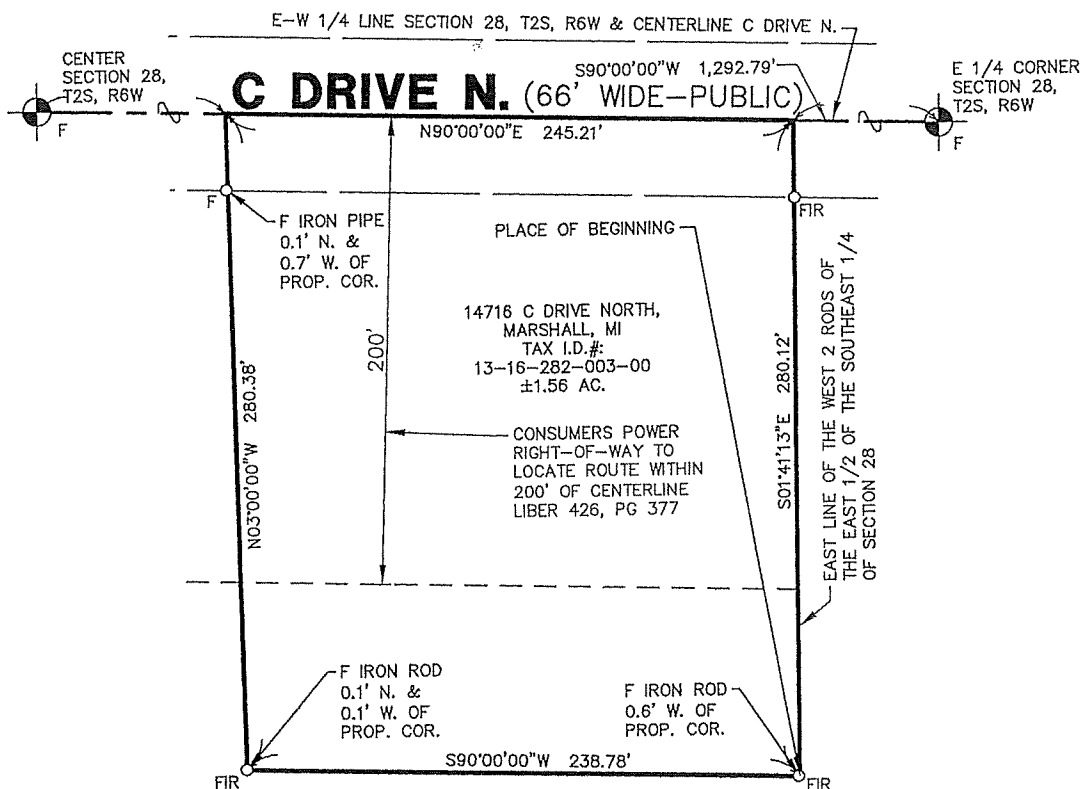
- 16.) EASEMENT GRANTED TO CONSUMERS POWER COMPANY, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 426, PAGE 377, CALHOUN COUNTY RECORDS
- 17.) TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN WARRANTY DEED FOR RESERVATION OF THE USE OF A DRIVEWAY RECORDED IN LIBER 846, PAGE 153 AND LIBER 1080, PAGE 75 OF CALHOUN COUNTY RECORDS.

## BASIS OF BEARINGS

DEVON TITLE AGENCY, INC.,  
FILE No. 20210798  
EFFECTIVE DATE: 11/01/2022

## LEGEND

- SECTION CORNER
- F FOUND IRON PIPE
- FIR FOUND IRON ROD



CLIENT: CALHOUN COUNTY	DATE: 12/22/2022	
JOB NO.: <b>22367</b>	SHEET 1 OF 1	
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.	
TOWNSHIP OF MARSHALL	BOOK:	
CALHOUN COUNTY, MICHIGAN	BY: SSH	
<p style="text-align: center;"><b>MIDWESTERN</b> CONSULTING</p> <p style="text-align: center;">3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		



December 22, 2022

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:

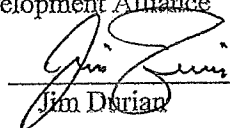
I previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property effective December 21, 2022, with an expected closing date on or before January 31, 2023. I am, as the owner of the Property, joined by MAEDA as the buyer of the Property, hereby requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from me to MAEDA.

If any additional information is needed, please do not hesitate to contact either of us or our counsel.

Respectfully submitted,

Marshall Area Economic  
Development Alliance

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

  
Jim Durian

  
Diana Vanderweg

Cc: Mr. David Bosserd – Marshall Township Supervisor  
Mr. Nelson Karre – Seller's Counsel  
Mr. Richard Lindsey – Buyer's Counsel

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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

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  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 \_\_\_\_\_

# SURVEY SKETCH

SURVEY SKETCH OF A PARCEL OF LAND IN THE SW 1/4 OF SECTION 28, T2S, R6W, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN



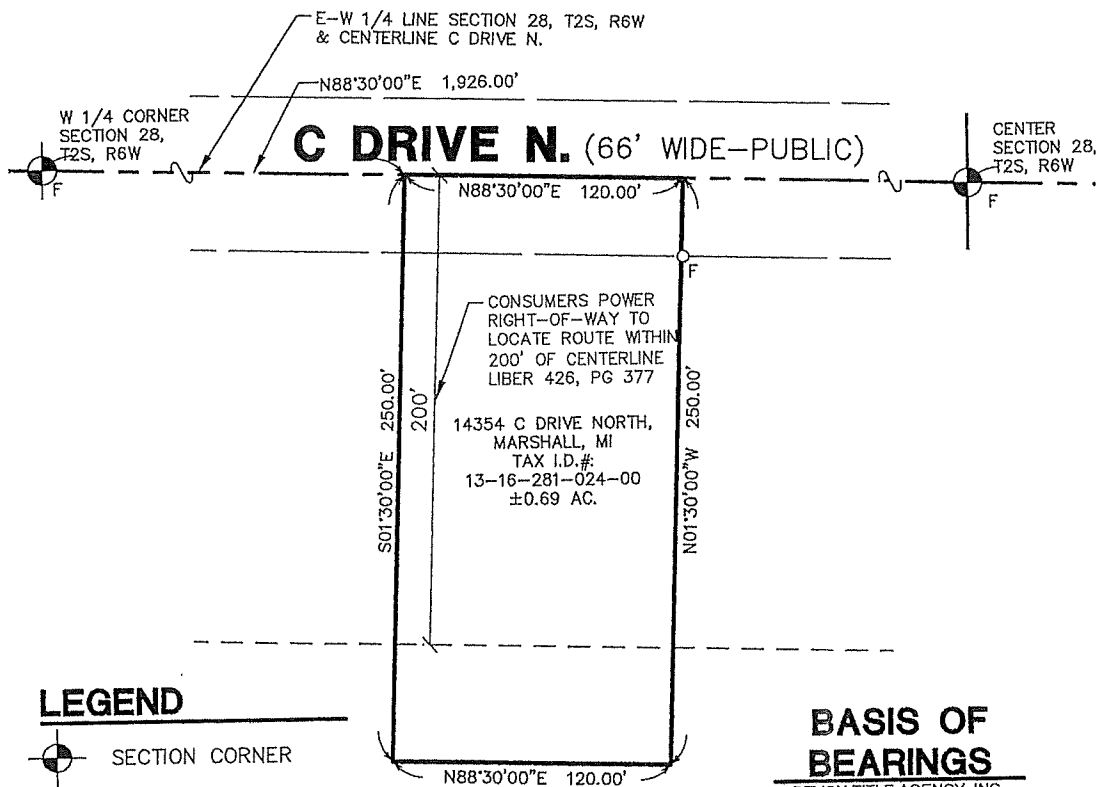
## LEGAL DESCRIPTION

(PER DEVON TITLE AGENCY COMMITMENT #20207865, DATED 8/23/2021)

COMMENCING AT A POINT IN THE EAST AND WEST 1/4 LINE OF SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, DISTANT 1926 FEET EAST OF THE WEST 1/4 POST OF SAID SECTION 28; THENCE S01°30'E 250 FEET; THENCE EASTERLY PARALLEL TO SAID EAST AND WEST 1/4 LINE, 120 FEET; THENCE N01°30'W 250 FEET TO SAID EAST AND WEST 1/4 LINE; THENCE WESTERLY ALONG SAID 1/4 LINE, 120 FEET TO THE PLACE OF BEGINNING.

## EXCEPTIONS

16.) EASEMENT GRANTED TO CONSUMERS POWER COMPANY, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 426, PAGE 379, CALHOUN COUNTY RECORDS




### LEGEND

- SECTION CORNER
- FOUND IRON PIPE

### BASIS OF BEARINGS

DEVON TITLE AGENCY, INC.,  
FILE No. 20207865  
EFFECTIVE DATE: 8/23/2021

CLIENT: CALHOUN COUNTY	DATE: 12/22/2022
JOB NO.: <b>22367</b>	SHEET 1 OF 1
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK:
CALHOUN COUNTY, MICHIGAN	BY: SSH
 <b>MIDWESTERN CONSULTING</b> 3825 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services	

December 23, 2022

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

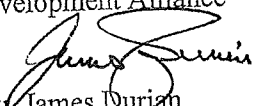
Dear Mr. Perry:

Marshall Area Economic Development Alliance ("MAEDA") is the owner of certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA, as the owner of the Property, is hereby requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property 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,

Marshall Area Economic  
Development Alliance

  
By: James Durian  
Its: Chief Executive Officer

Cc: Mr. David Bosserd – Marshall Township Supervisor

**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, Betty Ford, 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 January 31, 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 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.

\_\_\_\_\_

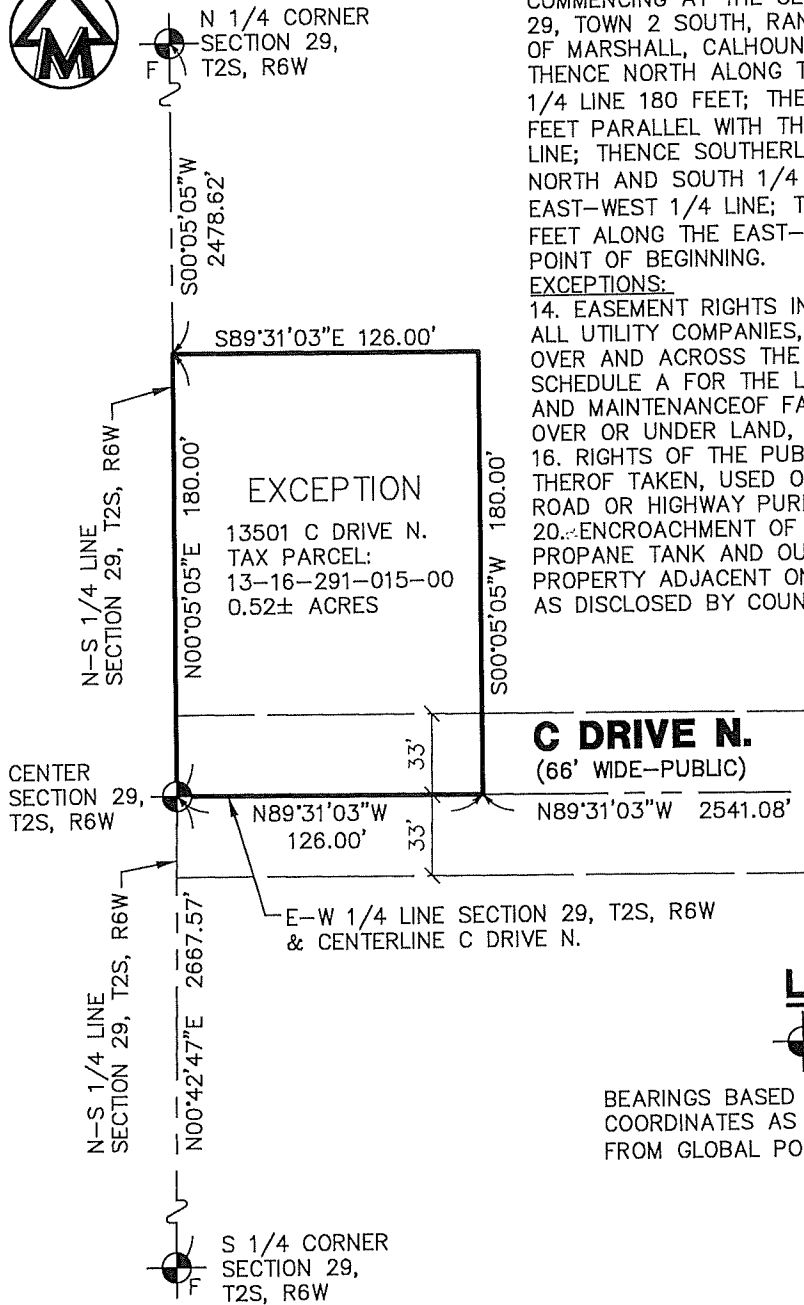
\_\_\_\_\_

Notary Public, Calhoun County, MI

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

# Schedule 1

SURVEY SKETCH OF A 0.52± ACRE PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 29, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



**LEGAL DESCRIPTION:**  
LAND SITUATED IN THE TOWNSHIP OF MARSHALL, COUNTY OF CALHOUN, STATE OF MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER POST OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST, TOWNSHIP OF MARSHALL, CALHOUN COUNTY, MICHIGAN; THENCE NORTH ALONG THE NORTH AND SOUTH 1/4 LINE 180 FEET; THENCE EASTERLY 126 FEET PARALLEL WITH THE EAST AND WEST 1/4 LINE; THENCE SOUTHERLY PARALLEL TO THE NORTH AND SOUTH 1/4 LINE, 180 FEET TO THE EAST-WEST 1/4 LINE; THENCE WESTERLY 126 FEET ALONG THE EAST-WEST 1/4 LINE TO THE POINT OF BEGINNING.

**EXCEPTIONS:**  
14. EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND DESCRIBED IN SCHEDULE A FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER LAND, IF ANY.  
16. RIGHTS OF THE PUBLIC IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.  
20. ENCROACHMENT OF CONCRETE PAD, PROPANE TANK AND OUT BUILDING ON TO THE PROPERTY ADJACENT ON THE EAST AND NORTH AS DISCLOSED BY COUNTY GIS MAP.

## LEGEND



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

CLIENT: CALHOUN COUNTY	DATE: 12/27/22	
JOB NO.: <b>22367</b>	SHEET 1 OF 1	
SECTION: 29 TOWN: 2S. RANGE: 6W	SCALE: 1in. = 60 ft.	
TOWNSHIP OF MARSHALL,	BOOK:	
CALHOUN COUNTY, MICHIGAN	BY: KMW	
<p><b>M I D W E S T E R N</b> C O N S U L T I N G</p> <p>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		

December 27, 2022

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:

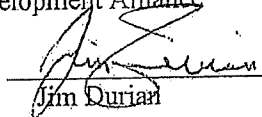
As Trustee of the Betty J. Ford Living Trust, I previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property effective December 27, 2022, with an expected closing date on or before January 31, 2023. I am, as the owner of the Property, joined by MAEDA as the buyer of the Property, hereby requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from me to MAEDA.

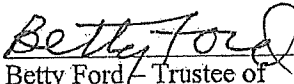
If any additional information is needed, please do not hesitate to contact either of us.

Respectfully submitted,

Marshall Area Economic  
Development Alliance

By:

  
Jim Durian

  
Betty Ford - Trustee of  
Betty J. Ford Living Trust

Cc: Mr. David Bosserd – Marshall Township Supervisor

NOTICE OF EXERCISE OF OPTION

VIA CERTIFIED MAIL AND HAND DELIVERY

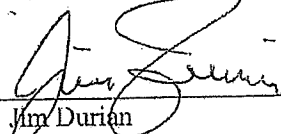
TO: Betty J. Ford, Trustee  
Betty J. Ford Living Trust dated November 22, 2004  
13501 C Drive N, Marshall, MI 49068

Effective December 27, 2022, Marshall Area Economic Development Alliance (Buyer) gives notice that pursuant to Paragraph 4 of the Option Agreement dated December September 24, 2021, ("Agreement"), Buyer is exercising its option to purchase all of the premises described in the Agreement, contingent upon the property being approved for transfer into the City of Marshall pursuant to PA 425 and funding from the Michigan Economic Development Corporation/State of Michigan. The closing shall be on or before January 31, 2023.

Marshall Area Economic Development Alliance

Dated: December 27, 2022

By:



Its:

Jim Durian  
Chief Executive Officer