

Proposed 04-02-24

Approved _____

Marshall Township Special Board Meeting

March 28, 2024

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

Present: Supervisor Bosserd, Clerk Albaugh, Treasurer VanArman, and Trustee Walsh Absent: Trustee Lyng.

The Pledge of Allegiance was recited.

PUBLIC COMMENTS: Resident Glenn Kowalske asked why the urgency for action. He questioned environmental assessment of the proposed new property and the prospect of boring under the current station while it is in use. He also raised concerns about MDOT plans for roads in the area and why MAEDA selects the contractor for a new station. Resident Wayne Wright thought the substitute was a better agreement but still raises concerns especially about boring under the current station and what happens if the agreement is terminated and boring has taken place? He also questioned provisions for city sewer and water for the proposed new station. Resident Mick Woods questioned what does "ALTA" refer to in the agreement and several other technical concerns within the agreement. He also asked who is responsible for environmental clean up if required on the new site. He also felt a bond should be posted for the project. Resident Connie Wireman expressed confusion on the maps between 15 Mile Road and Myron Avery Drive. Resident Leigh Rothwell expressed concerns about environmental assessment of the proposed property, who pays for clean-up, who pays for city sewer and water, traffic routing of Fire apparatus responses with the traffic flow that will be created and who pays for any damage to existing station property and facilities if the agreement is terminated. Resident Jerrald Bosserd observed that it looked like MAEDA wrote the proposed agreement. He expressed concerns with China involvement, closed door meetings, lack of information and why the need for action tonight. He also opined that there were lots of mistakes in the proposed agreement. Resident and MAEDA representative Richard Lindsey highlighted provisions of the agreement and introduced representatives of their engineering firm SME and the proposed station contractor Morton Buildings. He also stated if the agreement were terminated, which he did not think would happen, MAEDA would be responsible for restoring the current station and property if any damage would occur. He said the agreement could be modified to make that clear. Aaron Reed of SME addressed issues raised concerning boring under the current structure, SME monitoring during boring to help ensure no problems, that site plans for proposed station were reviewed with MDOT to assure no conflicts and that septic and site well were incorporated in the plans with city sewer and water as back up. Resident Julie Bryant stated that the proposal was all to the benefit of MAEDA and no benefit to the Township.

Motion by Walsh, supported by VanArman, approve the proposed meeting agenda. VOICE VOTE: Approved.

Motion by Albaugh, supported by Walsh, remove the items tabled from previous meetings from the table and approve the proposed Final agreement, as recommended by the Township Attorney, as attached to the Agenda subject to the following: 1) on page 6, item 8.a. correct "MAEEDA" to "MAEDA"; on page 12, item 12.d. change "David Bosserd" to "David VanArman"; add a provision

clarifying MAEDA pays the cost of remediating any boring if the agreement is terminated. NOTE: The conditions were added to the approval motion after the following review by Township Attorney and discussion by Board members.

Township Attorney Koches reviewed the updated proposed agreement in some detail and answered questions posed by Board members and the Public. Fire Chief Jay Riggs, in response to questions, indicated he was in full support of the agreement and building plans and indicated the new facility would be of benefit to the Fire Department.

ROLL CALL VOTE: YES-Walsh, Bosserd, Albaugh and VanArman. NO-None. ABSENT: Lyng. MOTION CARRIED.

Whereupon the public was excused to wait in the office foyer area. The Board held a closed session until approximately 11:20 a.m.

Motion by Lyng, supported by Walsh, the Board reconvene in public session. ROLL CALL VOTE: YES-Lyng, Bosserd, Albaugh, VanArman and Walsh. NO-None. MOTION CARRIED.

Supervisor Bosserd inquired if there was any further business to be considered. There was none.

PUBLIC COMMENT: Resident Diane Kowalske stated that we are all paying for the project. Resident Glenn Kowalske indicated he was amazed by the lack of discussion and expressed he felt the matter was steamrolled. He then updated on the litigation pending in the Court of Appeals on the City Zoning of the Mega Site. Resident Wayne Wright thanked the Board for the Board packets but still has concerns with the boring under the current station and that he hoped we had a plan "B" if something goes awry. He also expressed deep concern for the trees being removed as part of the water project and lack of notification to residents even though he noted it was not the Township's doing. Resident Leigh Rothwell renewed her concerns about traffic patterns and the ability of Fire personnel to respond. She also questioned why Ford was not communicating with affected residents. Resident Connie Wireman expressed concerns about the "lies" surrounding the entire development starting with removal of trees from C Drive North. Resident Jerald Bosserd questioned what Treasurer VanArman's credentials are and who will agree to the wording of the "boring" amendment. Resident Julie Bryant questioned who will pay for monthly sewer and water bills? Who does Seth Koches work for, "us" or MAEDA? She also noted the status of the current appeal in the case against the city on the zoning matter.

BOARD MEMBER COMMENTS: None

The Supervisor declared the special meeting adjourned at approximately 8:47 p.m.

Respectfully submitted,

JEFFREY S. ALBAUGH, Marshall Township Clerk

PROPERTY TRANSFER AND CONSTRUCTION AGREEMENT

This Property Transfer and Construction Agreement (the "Agreement") is entered into on April __, 2024 (the "Effective Date"), by and between **Marshall Township**, a Michigan governmental unit, of 13551 Myron Avery Drive, Marshall, Michigan 49068, ("Township") and the **Marshall Area Economic Development Alliance**, of 323 West Michigan Avenue, Marshall, Michigan 49068 ("MAEDA"), on the terms and conditions set forth below.

RECITALS:

A. **Township Property.** Township is the owner of a parcel of real property located in Marshall Township, Calhoun County, Michigan, commonly known as 13661 15 Mile Road, Marshall, Michigan 49068 and as depicted on Sheet 1 of Exhibit A (the "Township Old Property"). To support the realignment of M-96 and the location of sewer and other infrastructure to support the BlueOval Battery Park Project and the adjoining Marshall Area Jobs, Opportunity, and Recreation ("MAJOR") campus, MAEDA wishes to purchase a portion of the Township Old Property, depicted as the "New MAEDA Parcel .65 acres", on Sheet 2 of Exhibit A, together with all improvements, easements, rights, hereditaments and appurtenances (collectively, the "MAEDA New Premises").

B. **MAEDA's Property.** MAEDA is the owner of a parcel of real property located in Marshall Township, Calhoun County, Michigan, commonly known as 13550 15 Mile Road, Marshall, Michigan 49068 and as depicted on Sheet 1 on Exhibit B (the "MAEDA Old Property"). To support the realignment of M-96 and the location of sewer and other infrastructure to support the BlueOval Batter Park Project and the adjoining MAJOR campus, MAEDA wishes to sell a portion of the MAEDA Old Property to Township as depicted as "Proposed Parcel 1.75 acres" on Sheet 2 of Exhibit B, together with all improvements, easements, rights, hereditaments and appurtenances and excluding any personal property (the "New Fire Station Premises").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Township and MAEDA agree as follows:

1. **Purchase and Sale of MAEDA New Premises.** Township agrees to sell to MAEDA, and MAEDA agrees to purchase from Township, the MAEDA New Premises, upon the terms and conditions set forth in this Agreement.

2. **Purchase Price of MAEDA New Premises.** The purchase price for the MAEDA New Premises shall be Three Million and 00/100 Dollars (\$3,000,000.00) (the "MAEDA New Premises Purchase Price").

3. **Diligence of New MAEDA Premises.**

a. **Title and Survey Review.**

(i) Within ten (10) business days after the Effective Date, MAEDA will, at MAEDA's cost and expense, obtain a commitment for an owner's policy of title insurance (the "MAEDA New Premises Title Commitment") issued by Chicago Title (the "Title Company") with respect to the MAEDA New Premises, together with copies of all instruments described in Schedule B of the MAEDA New Premises Title Commitment, in the amount of the MAEDA New Premises Purchase Price and bearing a date later than the date of this Agreement. At the Closing, MAEDA shall cause the Title Company to issue a marked-up MAEDA New Premises Title Commitment or proforma for an ALTA Owner's Policy of Title Insurance without the standard exceptions (except for the survey exception), provided, however, that MAEDA may provide the Title Company with a current ALTA survey certified to the Title Company and otherwise acceptable to the Title Company for removal of the survey exception. Any endorsements requested by MAEDA to the owner's policy of title insurance will be paid by MAEDA at its sole cost and expense.

(ii) Prior to expiration of the Due Diligence Period (as defined herein), MAEDA will review and may make written objections ("MAEDA Objections") to the form and contents of the MAEDA New Premises Title Commitment and the ALTA survey. MAEDA's failure to make MAEDA Objections within such time period will constitute a waiver of all title and survey matters. Any matter shown on such MAEDA New Premises Title Commitment or ALTA survey and not objected to by MAEDA or waived by MAEDA shall be deemed to be a MAEDA Permitted Exception. Township will have fourteen (14) business days after receipt of the MAEDA Objections (the "Township Cure Period") to cure such MAEDA Objections. If the MAEDA Objections are not cured within such period, MAEDA will have the option to do any of the following:

1. Immediately terminate this Agreement; or
2. Waive the objection and proceed to Closing.

b. MAEDA shall notify Township of its election with respect to Section 3.a.(ii)1 or 3.a.(ii)2 above no later than five (5) business days following the expiration of the Township Cure Period. MAEDA's failure to notify Township of such election within the foregoing five (5) business day period shall be deemed MAEDA's election to waive the MAEDA Objections pursuant to Section 3.a.(ii).2 above and proceed to Closing.

c. The MAEDA New Premises shall be sold and conveyed by Township to MAEDA, subject to the following matters (collectively hereinafter referred to as the "MAEDA Permitted Exceptions"): those liens, encumbrances, easements and other matters which are not objected to by MAEDA or are waived by MAEDA in accordance with

Section 3 above or any additional exceptions added by the Title Company after the delivery of the MAEDA New Premises Title Commitment to MAEDA that are approved by MAEDA in its reasonable discretion.

d. **Environmental Review and Diligence.** MAEDA will have until 5:00 p.m. Eastern Time on the date that is forty-five (45) days after the Effective Date (the “Due Diligence Period”) to complete its due diligence inspection of the MAEDA New Premises, to enter upon the MAEDA New Premises to undertake, at MAEDA’s cost and expense, structural and engineering inspections of the MAEDA New Premises to satisfy itself that it wishes to proceed with the purchase of the MAEDA New Premises, subject to and upon the terms and conditions set forth in this Agreement. MAEDA and its agents and representatives shall be permitted to make a complete investigation and physical inspection of the MAEDA New Premises, including without limitation, (i) obtaining an appraisal, (ii) soil testing, (iii) testing for any material defined as a hazardous substance under the Comprehensive and Recovery Act, or any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental authorities regulating the storage, dumping or other disposition of hazardous material, as any of those laws may have been amended to the date hereof, and the administrative regulations promulgated thereunder prior to the date hereof, (iv) determining whether existing sewer lines and other utilities are of sufficient size for the operation of MAEDA’s business, and (v) conducting engineering studies, building inspections, and such other investigations as MAEDA desires. MAEDA agrees to repair any damages to the MAEDA New Premises caused by the testing and inspection and to indemnify and hold Township harmless from any claim, cost or expense arising from any such entry by MAEDA on the MAEDA New Premises. MAEDA shall have the option, in its sole discretion, to extend the Due Diligence Period an additional thirty (30) business days to complete a Phase II investigation upon written notice to Township.

e. **Access.** As of the Effective Date and until the Closing or the earlier termination of this Agreement, MAEDA and its respective employees, agents, contractors, and invitees, along with representatives of MDOT shall have reasonable access, with prior written notice to Township, to the MAEDA New Premises for the purpose of inspecting and evaluating the MAEDA New Premises and performing any activities related to future road or utility planning, including access to directionally bore under the existing fire barn structure on the MAEDA New Premises for placement of sewer and other infrastructure. While MAEDA or its employees, agents, contractors, or invitees are on the MAEDA New Premises, (a) they shall not unreasonably interfere with any use of the MAEDA New Premises or the Township Old Property by Township; (b) Township shall not be liable for any damage, loss, or injury caused by MAEDA, its employees, agents, contractors or invitees; and (c) MAEDA shall indemnify, defend, protect and hold Township harmless from any and all claims, suits, damages, loss, or injury to person or property, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of the presence or activities of MAEDA, its employees, agents, contractors or invitees on the MAEDA New Premises or the Township Old Property before the date of Closing. On completion of all such

inspections and evaluations, MAEDA shall return the MAEDA New Premises to its prior condition, not including any directional boring under the MAEDA New Premises.

f. **Termination Right.** If MAEDA determines that MAEDA does not desire to proceed with the purchase of the MAEDA New Premises for any reason or no reason at all, then MAEDA will have the right to cancel and terminate this Agreement by notifying Township in writing on or before expiration of the Due Diligence Period in which event, the Title Company will promptly deliver the Deposit to MAEDA and neither party to this Agreement will thereafter have any further liability, obligation or responsibility to the other under this Agreement, except as otherwise provided under this Agreement. In the event that MAEDA terminates this Agreement after boring occurs, MAEDA, at its sole cost and expense shall abandon in place [plug and seal] the sewer and/or water infrastructure that was installed in the New MAEDA Premises.

4. **Purchase and Sale of New Fire Station Premises.** MAEDA agrees to sell to Township, and Township agrees to purchase from MAEDA, the New Fire Station Premises, upon the terms and conditions set forth in this Agreement.

5. **Purchase Price of New Fire Station Premises.** The purchase price for the New Fire Station Premises shall be One and 00/100 Dollar (\$1.00) (the "New Fire Station Premises Purchase Price").

6. **Diligence of New Fire Station Premises.**

a. **Title and Survey Review.**

(i) Within ten (10) business days after the Effective Date, MAEDA will, at MAEDA's cost and expense, obtain and deliver to Township a commitment for an owner's policy of title insurance (the "New Fire Station Premises Title Commitment") issued by the Title Company with respect to the New Fire Station Premises, together with copies of all instruments described in Schedule B of the New Fire Station Premises Title Commitment, in the amount of the MAEDA New Premises Purchase Price and bearing a date later than the date of this Agreement. At the Closing, MAEDA shall cause the Title Company to issue a marked-up New Fire Station Premises Title Commitment or proforma for an ALTA Owner's Policy of Title Insurance without the standard exceptions (except for the survey exception), provided, however, that MAEDA or Township may provide the Title Company with a current ALTA survey certified to the Title Company and otherwise acceptable to the Title Company for removal of the survey exception. Any endorsements requested by Township to the owner's policy of title insurance will be paid by MAEDA at its sole cost and expense.

(ii) Prior to expiration of the Due Diligence Period, Township will review and may make written objections ("Township Objections") to the form and contents of the New Fire Station Title Commitment and the ALTA survey. Township's failure to make Township Objections within such time period will

constitute a waiver of all title and survey matters. Any matter shown on such New Fire Station Title Commitment or ALTA survey and not objected to by Township or waived by Township shall be deemed to be a Township Permitted Exception. MAEDA will have fourteen (14) business days after receipt of the Township Objections (the "MAEDA Cure Period") to cure such Township Objections. If the Township Objections are not cured within such period, Township will have the option to do any of the following:

1. Immediately terminate this Agreement; or
2. Waive the objection and proceed to Closing.

b. Township shall notify MAEDA of its election with respect to Section 6.a.(ii)1 or 6.a.(ii)2 above no later than five (5) business days following the expiration of the MAEDA Cure Period. Township's failure to notify MAEDA of such election within the foregoing five (5) business day period shall be deemed Township's election to waive the Township Objections pursuant to Section 6.a.(ii).2 above and proceed to Closing.

c. The New Fire Station Premises shall be sold and conveyed by MAEDA to Township, subject to the following matters (collectively hereinafter referred to as the "Township Permitted Exceptions"): those liens, encumbrances, easements and other matters which are not objected to by Township or are waived by Township in accordance with Section 6 above or any additional exceptions added by the Title Company after the delivery of the New Fire Station Premises Title Commitment to Township that are approved by Township in its reasonable discretion.

d. **Environmental Review and Diligence.** Township will have until expiration of the Due Diligence Period to complete its due diligence inspection of the New Fire Station Premises, to enter upon the New Fire Station Premises to undertake, at MAEDA's cost and expense, structural and engineering inspections of the New Fire Station Premises to satisfy itself that it wishes to proceed with the purchase of the New Fire Station Premises, subject to and upon the terms and conditions set forth in this Agreement. Township and its agents and representatives shall be permitted to make a complete investigation and physical inspection of the New Fire Station Premises, including without limitation, (i) obtaining an appraisal, (ii) soil testing, (iii) testing for any material defined as a hazardous substance under the Comprehensive and Recovery Act, or any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental authorities regulating the storage, dumping or other disposition of hazardous material, as any of those laws may have been amended to the date hereof, and the administrative regulations promulgated thereunder prior to the date hereof, (iv) determining whether existing sewer lines and other utilities are of sufficient size for the operation of Township's business, and (v) conducting engineering studies, building inspections, and such other investigations as Township desires. Township agrees to repair any damages to the New Fire Station Premises caused by the testing and inspection and to indemnify and hold MAEDA harmless from any claim, cost or expense arising from any such entry by

Township on the New Fire Station Premises. Township shall have the option, in its sole discretion, to extend the Due Diligence Period an additional thirty (30) business days to complete a Phase II investigation upon written notice to MAEDA.

e. **Access.** As of the Effective Date and until the Closing or the earlier termination of this Agreement, Township and its respective employees, agents, contractors, and invitees, along with representatives of Township shall have reasonable access, with prior written notice to MAEDA, to the New Fire Station Premises for the purpose of inspecting and evaluating the New Fire Station Premises. While Township or its employees, agents, contractors, or invitees are on the New Fire Station Premises, (a) they shall not unreasonably interfere with any use of the New Fire Station Premises or the MAEDA Old Property by MAEDA; (b) MAEDA shall not be liable for any damage, loss, or injury caused by Township, its employees, agents, contractors or invitees; and (c) Township shall indemnify, defend, protect and hold MAEDA harmless from any and all claims, suits, damages, loss, or injury to person or property, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of the presence or activities of Township, its employees, agents, contractors or invitees on the New Fire Station Premises or the MAEDA Old Property before the date of Closing. On completion of all such inspections and evaluations, Township shall return the New Fire Station Premises to its prior condition.

f. **Termination Right.** If Township determines that Township does not desire to proceed with the purchase of the New Fire Station Premises for any reason or no reason at all, then Township will have the right to cancel and terminate this Agreement by notifying MAEDA in writing on or before expiration of the Due Diligence Period in which event, the Title Company will promptly deliver the Deposit to MAEDA and neither party to this Agreement will thereafter have any further liability, obligation or responsibility to the other under this Agreement, except as otherwise provided under this Agreement.

7. **Funding Contingency.** The Closing and obligations of MAEDA contained herein are contingent upon the availability of funding from the Michigan Economic Development Corporation/Michigan Strategic Fund/State of Michigan to fund the MAEDA New Premises Price along with all Closing Costs.

8. **MAEDA Representations and Warranties.** MAEDA makes the following representations and warranties to Township:

a. MAEDA has reviewed the location of the MAEDA New Premises and the location of the New Fire Station Premises with an authorized representative of the Michigan Department of Transportation (“MDOT”), and pursuant to an email dated December 12, 2023 and attached hereto as Exhibit C, that representative has approved the location of the MAEDA New Premises to be acquired and the New Fire Station Premises to be sold as consistent with the proposed realignment of M-96.

b. MAEDA has the full power and authority to execute and deliver this Agreement and all other documents or instruments that this Agreement obligates MAEDA

to execute or deliver (collectively, the "MAEDA Documents") and to perform and carry out all covenants and obligations arising under this Agreement and the MAEDA Documents.

c. This Agreement and the MAEDA Documents do not and will not conflict with or contravene any provision of any present judgment, order, decree, writ, or injunction, or any provision of any currently applicable law or regulation affecting MAEDA. The conveyance of the New Fire Station Premises and the execution, delivery and performance of this Agreement and the MAEDA Documents by MAEDA will not result in a breach of, constitute a default under, interfere with, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, security agreement, or other instrument to which MAEDA is presently a party or by which MAEDA or MAEDA's assets are bound or affected.

d. MAEDA has good and marketable title to the New Fire Station Premises, free and clear of all mortgages, liens, pledges, charges or encumbrances other than as shown on the New Fire Station Premises Title Commitment or identified as Township Permitted Exceptions.

e. MAEDA has not received any written notice of any proposed or pending condemnation proceedings.

f. Except as otherwise provided in this Agreement, from and after the Effective Date, MAEDA shall:

(i) Refrain from transferring any part of the New Fire Station Premises or creating on the New Fire Station Premises any easements, liens, mortgages, encumbrances or other interests which would adversely affect the New Fire Station Premises or MAEDA's ability to comply with the terms of this Agreement;

(ii) Refrain from entering into any contracts or other commitments regarding the New Fire Station Premises not terminable upon thirty (30) days' notice;

(iii) Refrain from entering into any lease, option, right of first refusal or agreement of sale regarding the New Fire Station Premises that is not subject to this Agreement;

(iv) Keep in effect MAEDA's existing policies of public liability and hazard extended coverage insurance insuring the New Fire Station Premises; and

(v) Refrain from committing any action that materially damages the New Fire Station Premises or constitutes waste of the New Fire Station Premises.

The foregoing representations and warranties made by MAEDA will be true and correct (i) on the Effective Date, and (ii) on the date of Closing as though made at and as of the date of

Closing. MAEDA's representations, warranties and covenants made in this Agreement, including, but not limited to, in this Section 8 and in any of the Closing Documents, as applicable, will survive the Closing for a period of six (6) months after the Closing (the "Limitation Period").

9. **Township Representations and Warranties.** Township makes the following representations and warranties to MAEDA:

a. Township has the full power and authority to execute and deliver this Agreement and all other documents or instruments that this Agreement obligates Township to execute or deliver (collectively, the "Township Documents") and to perform and carry out all covenants and obligations arising under this Agreement and the Township Documents.

b. This Agreement and the Township Documents do not and will not conflict with or contravene any provision of any present judgment, order, decree, writ, or injunction, or any provision of any currently applicable law or regulation affecting Township. The conveyance of the MAEDA New Premises and the execution, delivery and performance of this Agreement and the Township Documents by Township will not result in a breach of, constitute a default under, interfere with, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, security agreement, or other instrument to which Township is presently a party or by which Township or Township's assets are bound or affected.

c. Township has good and marketable title to the MAEDA New Premises, free and clear of all mortgages, liens, pledges, charges or encumbrances other than as shown on the MAEDA New Premises Title Commitment or identified as MAEDA Permitted Exceptions.

d. Township has not received any written notice of any proposed or pending condemnation proceedings.

e. Except as otherwise provided in this Agreement, from and after the Effective Date, Township shall:

(i) Refrain from transferring any part of the MAEDA New Premises or creating on the MAEDA New Premises any easements, liens, mortgages, encumbrances or other interests which would adversely affect the MAEDA New Premises or Township's ability to comply with the terms of this Agreement;

(ii) Refrain from entering into any contracts or other commitments regarding the MAEDA New Premises not terminable upon thirty (30) days' notice;

(iii) Refrain from entering into any lease, option, right of first refusal or agreement of sale regarding the MAEDA New Premises that is not subject to this Agreement;

(iv) Keep in effect Township's existing policies of public liability and hazard extended coverage insurance insuring the MAEDA New Premises; and

(v) Refrain from committing any action that materially damages the MAEDA New Premises or constitutes waste of the MAEDA New Premises.

The foregoing representations and warranties made by Township will be true and correct (i) on the Effective Date, and (ii) on the date of Closing as though made at and as of the date of Closing. Township's representations, warranties and covenants made in this Agreement, including, but not limited to, in this Section 9 and in any of the Closing Documents, as applicable, will survive the Closing for the Limitation Period.

10. **Closing.** The closing on the sale of the MAEDA New Premises and the New Fire Station Premises (the "Closing") will occur within fifteen (15) business days after expiration of the Due Diligence Period. The Closing will take place at the offices of the Title Company or through an escrow arrangement with the Title Company acting as escrow agent, or at such other mutually acceptable location to MAEDA and Township, at a date and time to be mutually agreed upon by MAEDA and Township.

a. **Prorations; Costs.** MAEDA shall pay the following at Closing:

(i) The MAEDA New Premises Purchase Price;

(ii) Township's attorney fees incurred in negotiating and reviewing the Agreement and the documents related to Closing;

(iii) The expenses associated with Township having its engineer review the construction plans and site plan; obtaining an ALTA survey; and conducting environmental testing;

(iv) Any expense associated with third party review of the environmental reports provided by MAEDA to Township and any expense associated with Township obtaining a baseline environmental assessment relative to the New Fire Station Premises before Township takes possession of said Premises;

(v) Fees required by Chicago Title to disburse the construction payments as set forth herein;

(vi) Any required closing fees;

(vii) Title insurance for both the New Fire Station Premises and the MAEDA New Premises;

(viii) Any required county or state transfer tax; and

(ix) Any recording fees.

b. **Taxes and assessments.** Current real estate taxes shall be prorated as of the date of Closing between Township and MAEDA based on the due date of the respective taxing authority. However, for purposes of this proration, taxes shall be deemed paid in advance. Township and MAEDA understand and acknowledge that the amount of any past due real estate taxes on the applicable premises not paid by the date of Closing may be deducted from the applicable purchase price paid at Closing and be paid to the respective taxing authority at Closing.

11. **Closing Deliveries.** At the Closing, MAEDA will execute and deliver to Township (as required) and Township will execute and deliver to MAEDA (as required) the following (collectively, the "Closing Documents"):

a. The MAEDA New Premises Purchase Price will be held by the Title Company pursuant to a Construction Document Review and Disbursing Agreement in the form set forth on Exhibit G. The MAEDA New Premises Purchase Price shall be held by the Title Company in an interest-bearing account. All interest shall be applied to the costs of the project as set forth herein.

b. MAEDA will execute and deliver to Township a warranty deed in a form acceptable to Township, subject only to the Township Permitted Encumbrances (the "Township Deed"), conveying to Township title to the New Fire Station Premises, together with a Real Estate Transfer Tax Valuation Affidavit executed on behalf of MAEDA;

c. Township will execute and deliver to MAEDA a warranty deed in a form acceptable to MAEDA, subject only to the MAEDA Permitted Encumbrances (the "MAEDA Deed"), conveying to MAEDA title to the MAEDA New Premises, together with a Real Estate Transfer Tax Valuation Affidavit executed on behalf of Township;

d. MAEDA and Township will execute and deliver to each other a closing statement setting forth the purchase prices and reflecting all prorations, credits, adjustments and other disbursements and payments (the "Closing Statement");

e. MAEDA will furnish Township with an affidavit stating that MAEDA is not a "**Foreign Person**" within the meaning of Internal Revenue Code Section 1445(f)(3) or Township will be entitled to withhold appropriate amounts as required by the Internal Revenue Code;

f. Township will furnish MAEDA with an affidavit stating that Township is not a "**Foreign Person**" within the meaning of Internal Revenue Code Section 1445(f)(3) or MAEDA will be entitled to withhold appropriate amounts as required by the Internal Revenue Code;

g. MAEDA will execute and deliver an affidavit(s) which is required by the Title Company to remove the standard exceptions from the New Fire Station Premises Title Commitment;

h. Township will execute and deliver an affidavit(s) which is required by the Title Company to remove the standard exceptions from the MAEDA New Premises Title Commitment;

i. MAEDA and Township will execute and deliver to each other a lease for the MAEDA New Premises from MAEDA to Township (the "Lease") for the rental price One and 00/100 (\$1.00) Dollars and which term shall expire upon completion of the new fire station as set forth in Section 12.

j. MAEDA shall deliver an executed copy of the Proposal to Develop a Project Delivery System as set forth on Exhibit F.

k. MAEDA and Township agree to execute and deliver to the other any additional documents and instruments (provided such documents and instruments will not create any obligations, liabilities or expense in addition to those otherwise created or provided for under this Agreement), which may be reasonably requested by the other party or the Title Company in order to effectuate the purposes of this Agreement and the consummation of the transaction contemplated hereby;

l. MAEDA shall deliver possession of the New Fire Station Premises to Township at the Closing; and

m. Township shall deliver possession of the MAEDA New Premises to MAEDA at the Closing subject to the Lease.

12. **Post-Closing Covenants.**

a. **Construction of New Fire Station.** MAEDA will construct a new five (5) stall fire station on the New Fire Station Premises as set forth in plans attached as Exhibit D (the "Site Plan") and Exhibit E (the "Preliminary Construction Drawings"), and together with the Site Plan, the "Plans") for the benefit of Township. The Plans were submitted to and approved by the Marshall Township Fire Board on January 9, 2024. The Site Plan will be submitted by MAEDA to the Township Planning Commission for review and consideration at the May 2024 meeting or as soon thereafter as can be scheduled. The Plans shall include any revisions or updates required by the Township Planning Commission for its approval of such Plans. MAEDA will, prior to the date of Closing, execute the Proposal to Develop a Project Delivery System with Morton Building attached as Exhibit F. MAEDA will be the signatory to the construction agreement with Morton Buildings, Inc. which will be created as a result of the process set forth in Exhibit F. MAEDA will promptly begin and diligently complete the construction of the fire station as set forth in the Plans to be constructed on the New Fire Station Premises. Upon issuance of a certificate of occupancy, and final inspection by Township, the new fire station will

be transferred to Township. If a certificate of occupancy cannot be issued, MAEDA shall comply with the requirements for such issuance of a certificate of occupancy, at MAEDA's sole cost and expense, in order to deliver the new fire station to the Township in compliance with the Plans and this Agreement.

b. **Construction Draws.** During construction of the new fire station pursuant to the Plans, the MAEDA New Premises Purchase Price, held by the Title Company pursuant to a Construction Document Review and Disbursing Agreement in the form set forth on Exhibit G, shall be used to pay for the construction of the fire station and associated site work and shall be released upon written approval of the Township Representative and the Chief Executive Officer of MAEDA, pursuant to the draw schedule to be created by Morton Buildings, Inc.

c. **Project Costs in Excess of MAEDA New Premises Purchase Price.** Any constructions costs for the fire station and site work, to be constructed pursuant to the Plans, in excess of the MAEDA New Premises Purchase Price of \$3,000,000, plus any accrued interest, shall be paid by MAEDA.

d. **Township Representative.** Township appoints David VanArman to be the "Township Representative" to review the status of the construction on an as-needed basis. The final design will be subject to the approval in writing of the Township Representative in consultation with the Township Fire Chief. Any changes to the Plans that require a change order of Five Thousand Dollars (\$5,000.00) or less can be executed by the Township Representative who will report any such change orders to the Township Board at the next regular township board meeting.

e. **Septic and Water.** The parties anticipate that Township will enter into an Interlocal Agreement with the City of Marshall to provide sewer and water to the new fire station and the existing township hall. The parties acknowledge that based on the timing of the construction of the sewer and water, the fire station may be completed before the sewer and water services are available. If the services are unavailable, the fire station construction shall include the installation of a septic tank and well sufficient to support the new fire station, in compliance with environmental expert recommendations and all required permits and approvals from the Michigan Department of Environment, Great Lakes and Energy and the Calhoun County health department. MAEDA shall pay to connect Township to sewer and/or water infrastructure if sewer and/or water infrastructure is available by January 1, 2027. Notwithstanding the foregoing, if the new fire station and the existing township hall must be connected to city water infrastructure in order for a certificate of occupancy to be issued for the new fire station, MAEDA shall pay to connect Township to said water infrastructure within four (4) months of the Closing.

f. **Warranties.** MAEDA shall transfer and assign any warranties relative to the construction of the fire station to Township upon completion of the construction and the transfer of the fire station to Township. MAEDA excludes any other warranties relative to the construction of the fire station and Township agrees to accept the fire station upon completion in as is, where is, condition.

g. **Demolition of Existing Fire Barn.** Upon issuance of a certificate of occupancy for the new fire station, Township shall at its cost remove all existing equipment from the existing fire barn and transfer it to the new fire station. MAEDA, at its sole cost, will demolish and remove the existing fire barn and take other necessary actions to prepare the MAEDA New Premises for the relocation and realignment of M-96 and sewer, water and other utilities for the BlueOval Battery Park project and the MAJOR campus.

13. **Defaults.**

a. **Township's Default.** In the event of any default by Township that continues without cure for ten (10) days after delivery by MAEDA of written notice to Township, MAEDA shall have the right (but not the obligation) to terminate this Agreement by notice to Township within fifteen (15) days after the end of the cure period allowed to Township. MAEDA may enforce this agreement as provided for by applicable law.

b. **MAEDA's Default.** In the event of any default by MAEDA that continues without cure for ten (10) days after the delivery by Township of written notice to MAEDA, Township shall have the right (but not the obligation) to terminate this Agreement by notice to MAEDA within fifteen (15) days after the end of the cure period allowed to MAEDA. Township may enforce this agreement as provided by applicable law.

14. **Notices.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing and shall be deemed to be given (i) when personally served; (ii) one (1) day after delivery to Federal Express or similar, reputable national overnight delivery service; (iii) three (3) days after being sent via certified mail; or (iv) on the day of transmission when sent via email if such transmission is immediately followed by any of the other methods for giving notice to the appropriate party at its address as set forth in the introductory paragraph of this Agreement.

15. **Miscellaneous.**

a. **Real estate broker.** Township and MAEDA represent and warrant to each other that no real estate broker is entitled to a commission as a result of the transactions contemplated by this Agreement. To the extent a commission or fee is claimed by any individual or entity as a result of its contacts with either Township or MAEDA, the party against and through whom the commission or fee is claimed will indemnify the other party and be responsible for the payment of all costs of defending that claim and, to the extent it is to be paid, the liability for the payment of that commission or fee.

b. **Entire agreement.** This Agreement and its exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior agreements regarding these transactions between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by Township and MAEDA.

c. **Applicable law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the state of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in Calhoun, Michigan.

d. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Township and MAEDA are permitted to assign this Agreement to affiliated business entities that are owned in total by either Township or MAEDA; but neither party may assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which approval shall not be unreasonably withheld.

e. **Modifications; counterparts; electronic signatures.** No modification, alteration, or amendment to this Agreement shall be binding unless in writing and signed by both MAEDA and Township. This Agreement may be executed electronically in pdf form and/or in counterparts, and all counterparts together shall constitute one integrated agreement and be deemed an original document.

f. **Exhibits.** The following are exhibits to this Agreement:

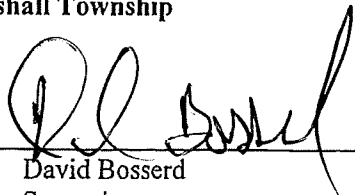
- (i) Exhibit A – Survey of Old Township Property and MAEDA New Premises
- (ii) Exhibit B – Survey of Old MAEDA Property and New Fire Station Premises
- (iii) Exhibit C – MDOT Email
- (iv) Exhibit D – Site Plan for new Fire Station to be constructed
- (v) Exhibit E – Construction Plans for Fire Station to be constructed
- (vi) Exhibit F – Proposal to Develop a Project Delivery System
- (vii) Exhibit G – Construction Document Review and Disbursement Agreement

[Signatures on next page.]

This Agreement has been executed as of the Effective Date.

TOWNSHIP:

Marshall Township

By: 
David Bosserd
Its: Supervisor

MAEDA:

Marshall Area Economic Development Alliance

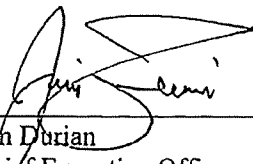
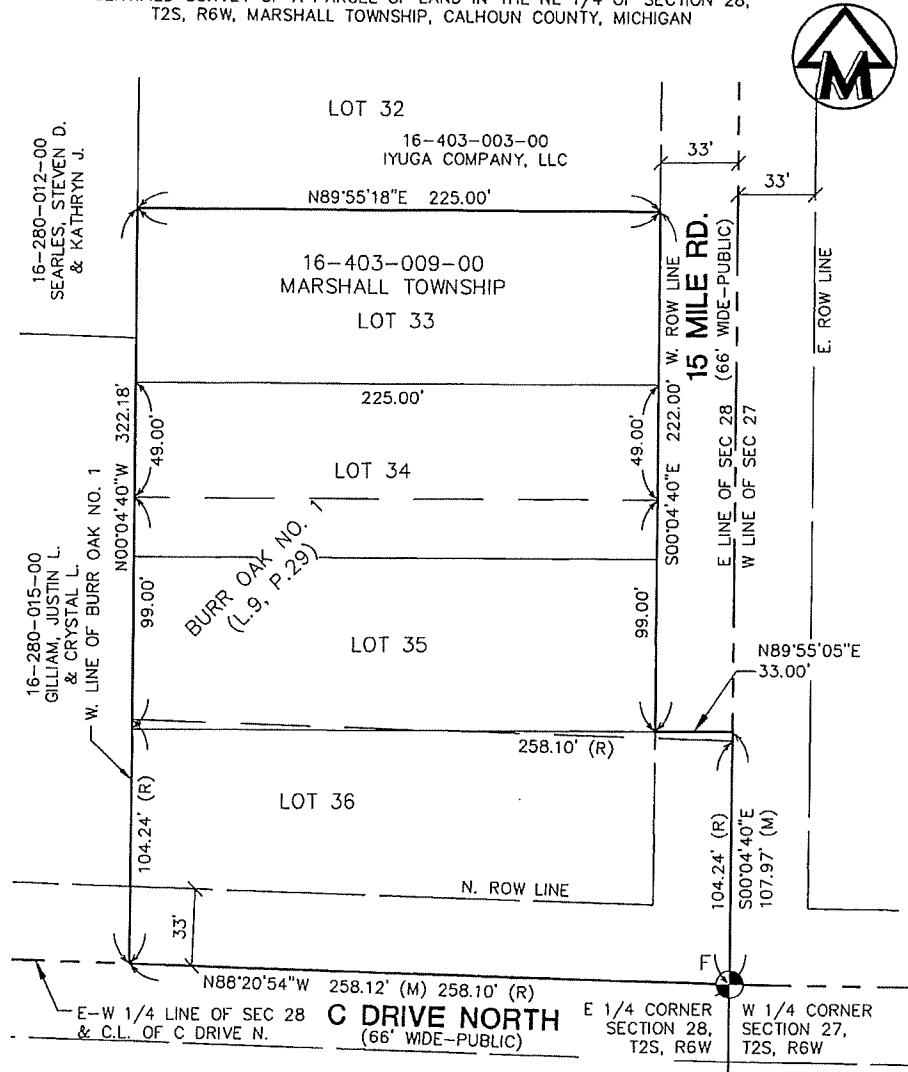
By: 
Jim Durian
Its: Chief Executive Officer

EXHIBIT A

(see attached Survey of Old Township Property and MAEDA New Premises)

CERTIFIED SURVEY

CERTIFIED SURVEY OF A PARCEL OF LAND IN THE NE 1/4 OF SECTION 28,
T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



LEGEND

- SECTION CORNER
- SET IRON ROD
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND MONUMENT

BASIS OF BEARINGS

MICHIGAN STATE
PLANE COORDINATE
SOUTH ZONE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/11/2023
JOB NO.: 22367	SHEET 1 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

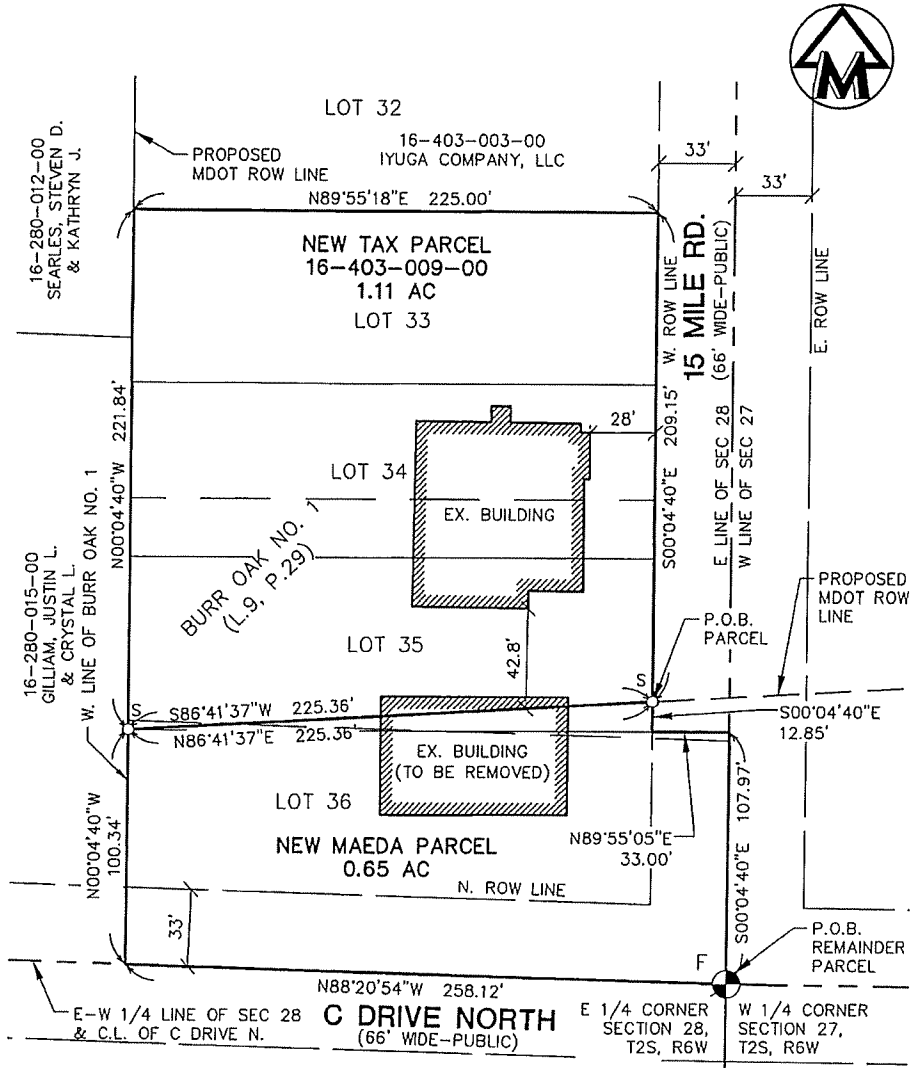
Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277



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PROPOSED PARCELS

CERTIFIED SURVEY OF TWO (2) PARCELS OF LAND IN THE NE 1/4 OF SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



LEGEND

- ⊙ SECTION CORNER
- S SET IRON ROD
- F FOUND IRON PIPE
- FIR FOUND IRON ROD
- ⊗ F FOUND MONUMENT

BASIS OF BEARINGS

MICHIGAN STATE
PLANE COORDINATE
SOUTH ZONE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/11/2023
JOB NO.: 22367	SHEET 2 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLV

Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277



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LEGAL DESCRIPTION - EXISTING

(Per Chicago Title Insurance Company, Commitment No. 131217107CML, Dated October 11, 2023 at 8:00 am)

Lot 33 in Burr Oak No. 1, according to the plat thereof recorded in Liber 7 of Plats on page 29, Calhoun County Records.

Also: The North 49 feet of Lot 34 of the plat of Burr Oak No. 1, according to the plat thereof recorded in Liber 7 of Plats, on page 29, Calhoun County Records.

Also: Beginning at a point 104.24 feet North and 33 feet West of the East 1/4 post, Section 28, Town 2 South, Range 6 West, County of Calhoun, State of Michigan; running thence North 88 degrees 20 minutes, West 225 feet; North 99 feet; East on a line parallel with the South line, 225 feet; South to the beginning. The land herein described being part of the plat of Burr Oak No. 1 as recorded in the office of the register of deeds, Calhoun County.

Also: Beginning at the East 1/4 post of Section 28, Town 2 South, Range 6 West, Calhoun County, Michigan, then North 88 degrees 20 minutes 00 seconds West 258.10 feet, then North 104.24 feet, then Easterly parallel with the South line 258.10 feet, South to the point of beginning.

WITNESSES

(G-9) NORTHEAST CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 304)

NW corner Township Building	S 85° E	32.44'
SW corner Township Building	S 60° E	43.09'
Nail & Tag in 22" Maple	N 40° E	34.13'
Nail & Tag in 18" Maple	S 45° W	37.19'

(G-10) EAST 1/4 CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 301)

SE corner of house	N 45° W	111.65'
Nail & Tag in Power Pole	N 20° E	47.62'
Nail & Tag in Power Pole	S 65° W	50.20'
Nail & Tag in 48" Maple	South	26.34'


(G-11) SOUTHEAST CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 303)

Nail & Tag in 18" Cherry	S 60° W	24.60'
Nail & Tag in 10" Elm	N 80° W	44.35'
Railroad Rail Post	South	14.25'
South edge South South rail MCRR	North	87.56'

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/11/2023
JOB NO.: 22367	SHEET 3 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277



PATRICK L. HASTINGS
PROFESSIONAL SURVEYOR
No. 4001037277



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LEGAL DESCRIPTION - PROPOSED

NEW TAX PARCEL 16-403-009-00

Commencing at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N00°04'40"W 107.97 feet along the East line of said Section 28 and the centerline of 15 Mile Road (66 feet wide); thence S89°55'05"W 33.00 feet; thence N00°04'40"W 12.85 feet to the POINT OF BEGINNING;

thence S86°41'37"W 225.36 feet;

thence N00°04'40"W 221.84 feet along the West line of Burr Oak Number 1 as recorded in Liber 9, Page 29, Calhoun County Records;

thence N89°55'18"E 225.00 feet along the North line of Lot 33 of said Burr Oak Number 1;

thence S00°04'40"E 209.15 feet along the West right-of-way line of said 15 Mile Road to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 28, containing 1.11 acres of land, more or less. Being all of Lot 33 and Lot 34 and a part of Lot 35 of said Burr Oak Number 1. Also being subject to any easements and restrictions of record, if any.

NEW MAEDA PARCEL

BEGINNING at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan;

thence N88°20'54"W 258.12 feet along the E-W 1/4 line of said Section 28 and the centerline of C Drive N (66 feet wide);

thence N00°04'40"W 100.34 feet along the West line of Burr Oak Number 1 as recorded in Liber 9, Page 29, Calhoun County Records;

thence N86°41'37"E 225.36 feet;

thence S00°04'40"E 12.85 feet along the West right-of-way line of 15 Mile Road (66 feet wide);

thence N89°55'05"E 33.00 feet;

thence S00°04'40"E 107.97 feet along said East line of Section 28 and the centerline of said 15 Mile Road to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 28, containing 0.65 acres of land, more or less. Being subject to the rights of the public over the Easterly 33.00 feet thereof, as occupied by 15 Mile Road. and the Southerly 33.00 feet thereof, as occupied by C Drive N. Also being subject to any easements and restrictions of record, if any.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/11/2023
JOB NO.: 22367	SHEET 4 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Patrick L. Hastings
 PATRICK L. HASTINGS PS NO. 4001037277



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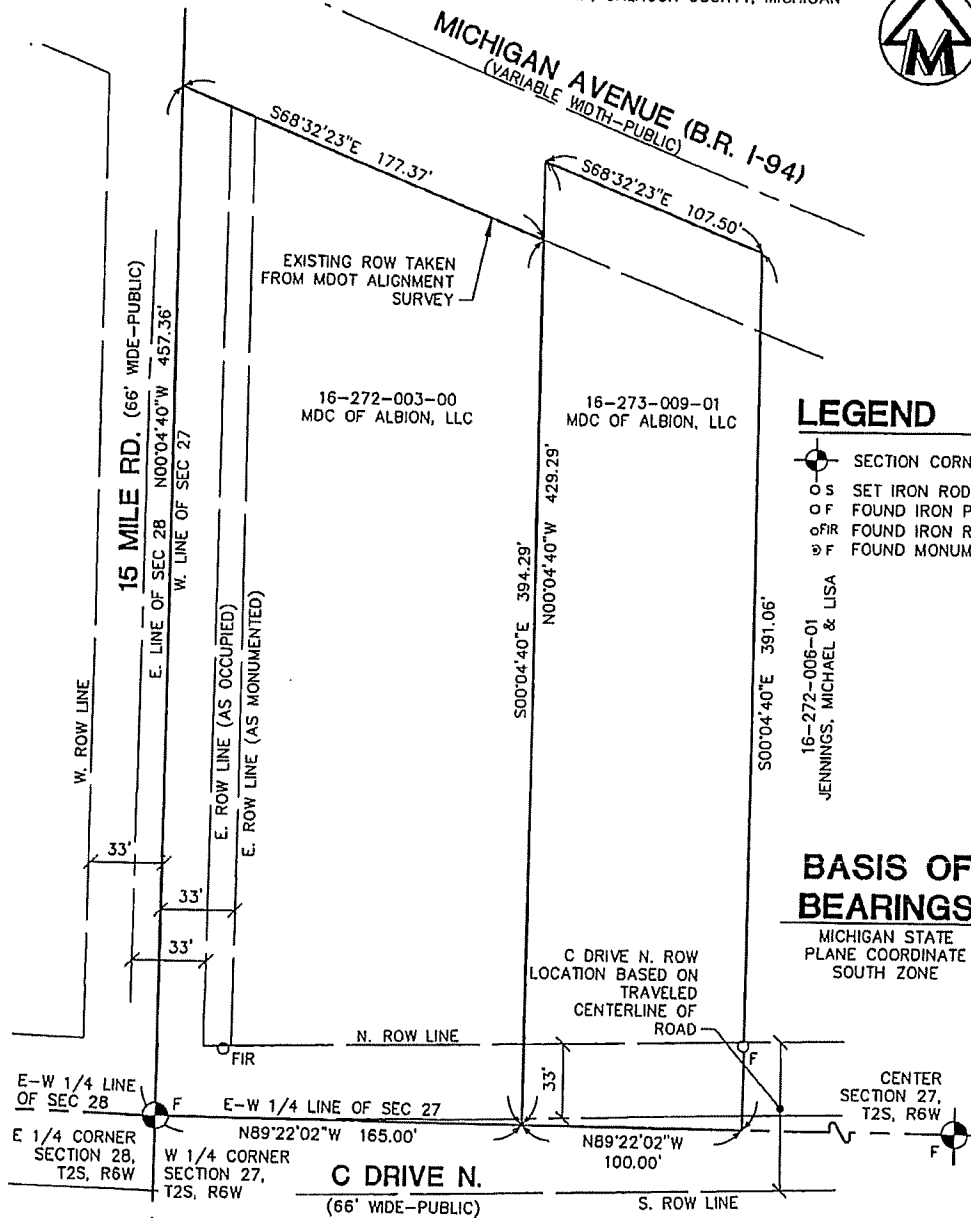
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EXHIBIT B

(see attached Survey of Old MAEDA Property and New Fire Station Premises)

CERTIFIED SURVEY

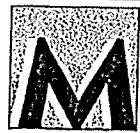
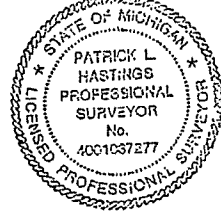
CERTIFIED SURVEY OF TWO (2) PARCELS OF LAND IN THE NW 1/4 OF SECTION 27, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 4, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 1 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLV

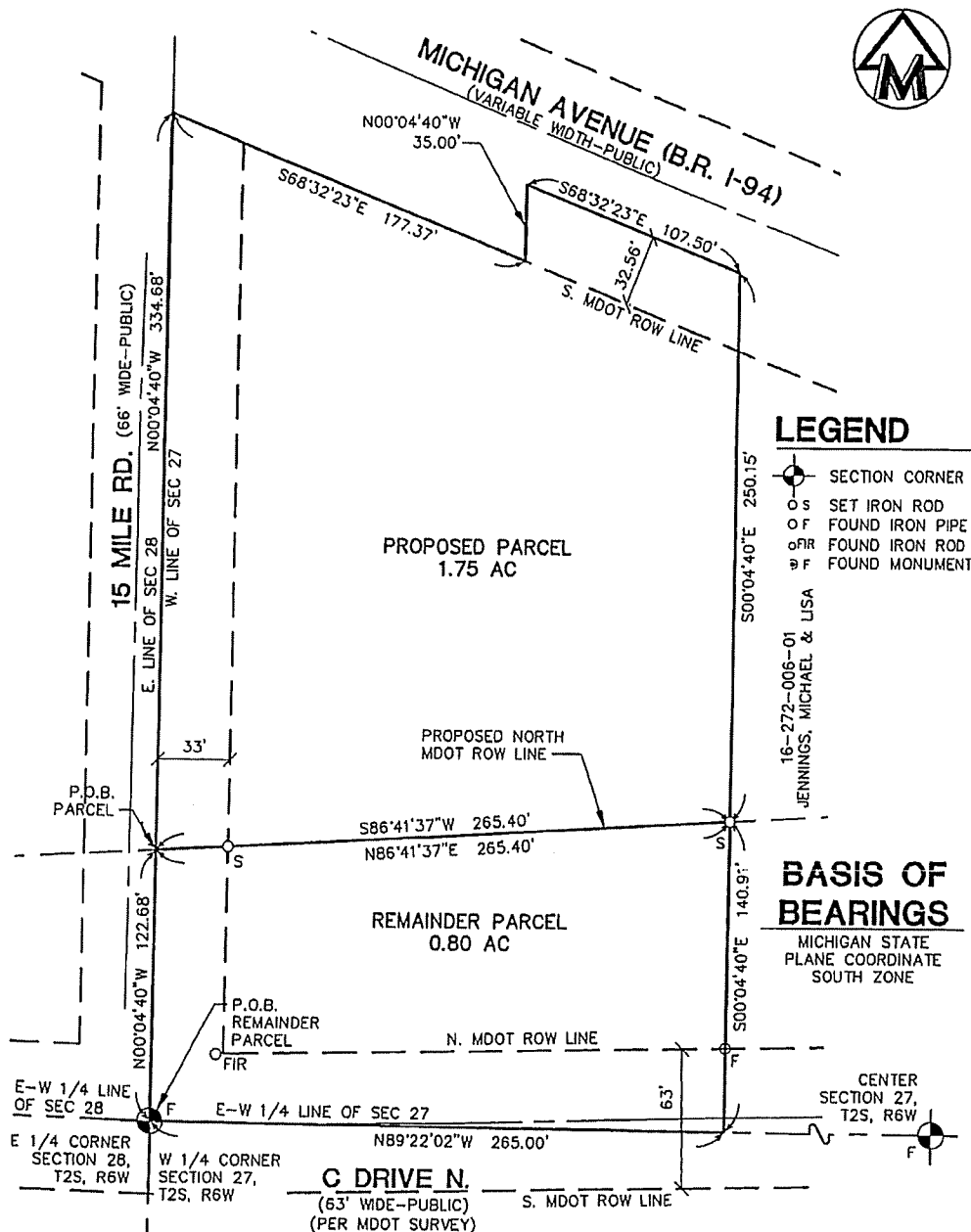
Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277



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PROPOSED PARCEL

CERTIFIED SURVEY OF TWO (2) PARCELS OF LAND IN THE NW 1/4 OF SECTION 27, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



- ### LEGEND
- ⊙ SECTION CORNER
 - S SET IRON ROD
 - F FOUND IRON PIPE
 - FR FOUND IRON ROD
 - ⊕ F FOUND MONUMENT

BASIS OF BEARINGS

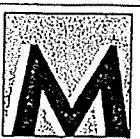
MICHIGAN STATE PLANE COORDINATE SOUTH ZONE

16-272-006-01
JENNINGS, MICHAEL & USA

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 4, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 2 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLV

Patrick L. Hastings
 PATRICK L. HASTINGS, L.P.S. NO. 4001037277



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LEGAL DESCRIPTION - EXISTING

(Per Chicago Title Insurance Company, Commitment No. 131204111CML, Dated April 28, 2023
at 8:00 am)

PARCEL 1:

The West 165 feet of the Southwest 1/4 of the Northwest 1/4 of Section 27, Town 2 South, Range 6 West, lying South of Old U.S. 12, except the North 35 feet.

13-16-272-003-00

PARCEL 2:

The East 100 feet of the West 265 feet of the Southwest 1/4 of the Northwest 1/4, Section 27, Town 2 South, Range 6 West, lying South of Old US-12 Northwesterly.

13-16-273-009-01

WITNESSES

(G-9) NORTHWEST CORNER, SECTION 27, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 304)

NW corner Township Building	S 85° E	32.44'
SW corner Township Building	S 60° E	43.09'
Nail & Tag in 22" Maple	N 40° E	34.13'
Nail & Tag in 18" Maple	S 45° W	37.19'

(G-10) WEST 1/4 CORNER, SECTION 27, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 301)

SE corner of house	N 45° W	111.65'
Nail & Tag in Power Pole	N 20° E	47.62'
Nail & Tag in Power Pole	S 65° W	50.20'
Nail & Tag in 48" Maple	South	26.34'


(G-11) SOUTHWEST CORNER, SECTION 27, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 303)

Nail & Tag in 18" Cherry	S 60° W	24.60'
Nail & Tag in 10" Elm	N 80° W	44.35'
Railroad Rail Post	South	14.25'
South edge South South rail MCRR	North	87.56'

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 4, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 3 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A fl.
TOWNSHIP OF MARSHALL	BOOK: 10BB
CALHOUN COUNTY, MICHIGAN	BY: OLV

Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277



PATRICK L. HASTINGS
PROFESSIONAL SURVEYOR
No. 4001037277



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LEGAL DESCRIPTION - PROPOSED

PROPOSED PARCEL

Commencing at the West 1/4 corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N00°04'40"W 122.68 feet along the West line of said Section 27 and the centerline of 15 Mile Rd, as monumented, to the POINT OF BEGINNING;
 thence continuing N00°04'40"W 334.68 feet along said West line of Section 27 and said centerline of 15 Mile Rd, as monumented;
 thence S68°32'23"E 177.37 feet along the Southerly right-of-way line of Michigan Avenue (Variable Width);
 thence N00°04'40"W 35.00 feet;
 thence S68°32'23"E 107.50 feet;
 thence S00°04'40"E 250.15 feet;
 thence S86°41'37"W 265.40 feet to the POINT OF BEGINNING. Being a part of the NW 1/4 of said Section 27, containing 1.75 acres of land, more or less. Being subject to the rights of the public over the Northerly 32.56 feet of the Easterly 100.00 feet thereof, as occupied by Michigan Avenue. Also being subject to any easements and restrictions of record, if any.

Part of Tax ID 16-272-003-00 and 16-273-009-01

REMAINDER PARCEL

BEGINNING at the West 1/4 corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan;
 thence N00°04'40"W 122.68 feet along the West line of said Section 27 and the centerline of 15 Mile Rd, as monumented;
 thence N86°41'37"E 265.40 feet;
 thence S00°04'40"E 140.91 feet;
 thence N89°22'02"W 265.00 feet along the E-W 1/4 line of said Section 27 to the POINT OF BEGINNING. Being a part of the NW 1/4 of said Section 27, containing 0.80 acres of land, more or less. Being subject to the rights of the public over the Westerly 33.00 feet thereof, as occupied by 15 Mile Rd. and the Southerly variable width thereof, as occupied by C Drive N.. Also being subject to any easements and restrictions of record, if any.

Part of Tax ID 16-272-003-00 and 16-273-009-01

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 4, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 4 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLV

Patrick L. Hastings
 PATRICK L. HASTINGS PS NO. 4001037277



M I D W E S T E R N
 CONSULTING
 3815 Plaza Drive Ann Arbor, Michigan 48108
 (734) 995-0100 • www.midwesternconsulting.com
 Land Development • Land Survey • Institutional • Municipal
 Wireless Communications • Transportation • Landfill Services

EXHIBIT C

(see attached MDOT Email)

RE: Marshall Township

Neubauer, David (MDOT) <NeubauerD1@michigan.gov>

Tue 12/12/2023 1:11 PM

To: Richard Lindsey, Jr <rlindsey@atbplclaw.com>

Cc: Aaron Reed <Aaron.Reed@sme-usa.com>; Matt Davis <biggfoot18@gmail.com>; James Durian <james@choosemarshall.com>

📎 2 attachments (746 KB)

Canon-121123-New Parcel to Be transferred to MAEDA and Remaining Parcel 12-12-23.pdf; Canon-120423-233241- New Township Fire Station Survey.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Richard,

I have reviewed the attached Surveys. MDOT concurs this is consistent with our discussions concerning the proposed road alignment of the new Michigan Ave.

Please let me know if you need anything else.

Thanks, Dave

David A. Neubauer, P.E.

Projects & Contracts Admin Engineer – MDOT - Marshall TSC

Email: NeubauerD1@Michigan.gov / Phone: (269) 789-0592

From: Richard Lindsey, Jr <rlindsey@atbplclaw.com>

Sent: Tuesday, December 12, 2023 11:54 AM

To: Neubauer, David (MDOT) <NeubauerD1@michigan.gov>

Cc: Aaron Reed <Aaron.Reed@sme-usa.com>; Matt Davis <biggfoot18@gmail.com>; James Durian <james@choosemarshall.com>

Subject: Marshall Township

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Good morning Dave -

Can you please take a look at these and make sure they are consistent with what we have been discussing?

Thanks,

Richard

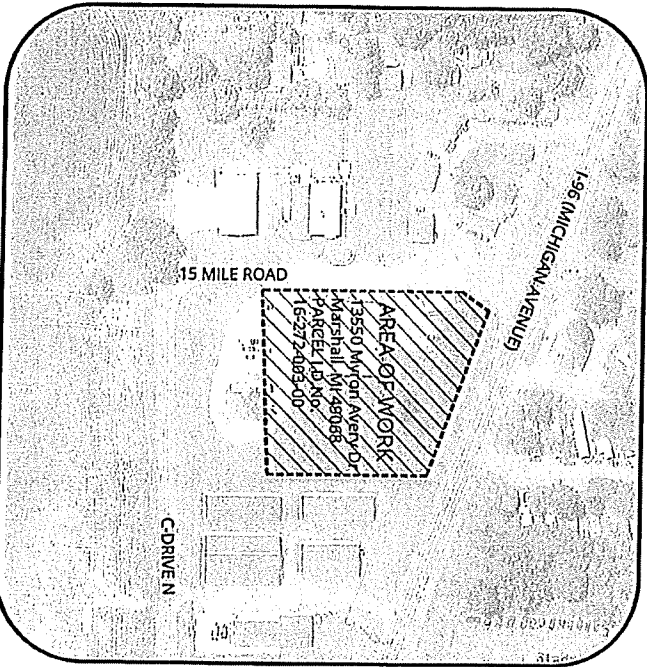
EXHIBIT D

(see attached Site Plan for new Fire Station to be constructed)

Marshall Township Fire Station No. 1 13550 Myron Avery Drive Marshall, MI 49068

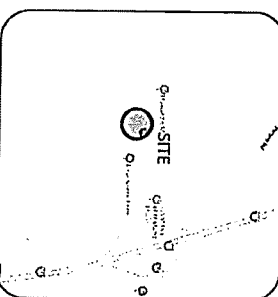
LEGAL DESCRIPTION

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL,
THE WEST 145 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 2 SOUTH RANGE 6 WEST, LING 500TH OF OLD U.S. 12
EXCEPT THE NORTH 55 FEET

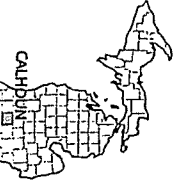


OVERALL SITE PLAN
NOT TO SCALE

LOCATION MAP
NOT TO SCALE



COUNTY MAP
NOT TO SCALE



OWNER

MARSHALL AND ECONOMIC DEVELOPMENT ALLIANCE
MARSHALL, MICHIGAN 49068

SURVEYOR

CONCEPTUAL DESIGN & DESIGN
FARMINGTON, MI 48120
PH: 734.467.4500

ARCHITECT

AUTUMN DESIGN ARCHITECTURAL &
ENGINEERING GROUP, LLC
100 S. FREEDSON FLD, BOX 110
HOPKINTON, MI 48150
CONTACT: LEE BLANK BIRNBAUMER
ARCHITECTS, PLLC
PH: 313.324.4100

ENGINEER

1365 S. WOODRIDGE BLVD
MADISON, MI 48062
CONTACT: MR. ARON HED
564.713.1100
311.455.2700
www.john-blank.com
SHEET PROJECT NO. 04451100

LIST OF DRAWINGS

SHEET No	SHEET TITLE
C-100	COVER SHEET
C-101	GENERAL PROJECT NOTES
C-200	DESTING SITE CONDITIONS
C-300	SECC AND SITE PREPARATION PLAN
C-400	SECC AND SITE PREPARATION PLAN
C-500	PAVING AND GRADING PLAN
D-100	DETAILS
D-101	CITY/COUNTY DETAILS

UTILITY COMPANIES

- TELEPHONE
DARTMOUTH
P.O. BOX 218
MARSHALL, MI 49068
PH: 313.356.6800
- WATER
MARSHALL WATER TREATMENT PLANT
MARSHALL, MI 49068
PH: 313.371.1151
- ELECTRICAL
MARSHALL PUBLIC POWER
MARSHALL, MI 49068
PH: 313.371.1151
- GAS
CALHOUN GAS COMPANY
MARSHALL, MI 49068
PH: 313.371.1151

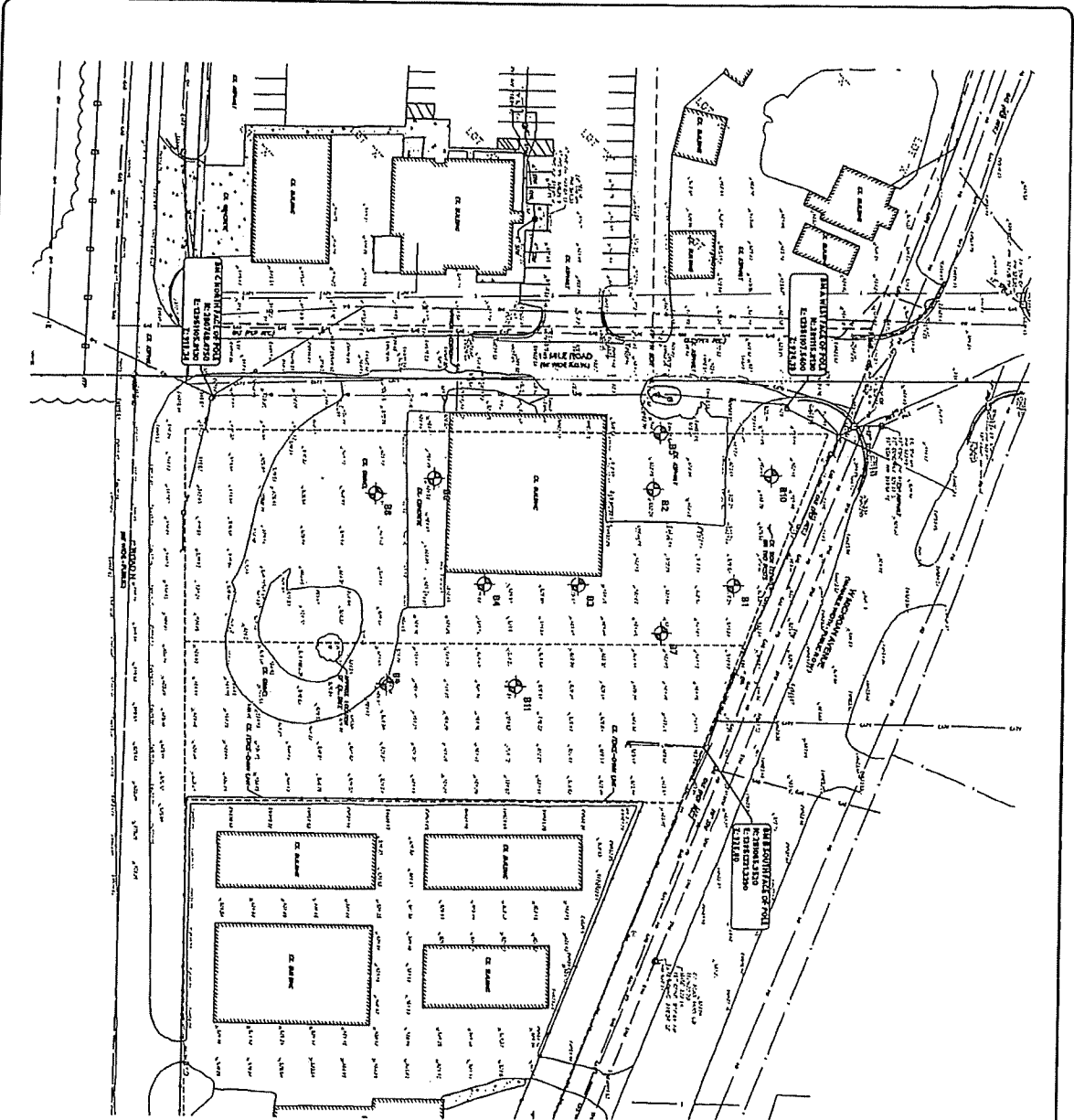


MARSHALL TOWNSHIP
FIRE STATION NO. 1

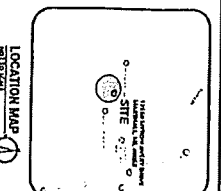
13550 MYRON AVERY DRIVE
MARSHALL, MI 49068

PRELIMINARY - NOT
FOR CONSTRUCTION

Sheet No.	Scale
C-100	AS SHOWN



BENCHMARK DATA
 ALL BENCHMARK DATA IS SHOWN AS SHOWN ON THE PLAN. THE USER SHALL VERIFY THE LOCATION AND ELEVATION OF ALL BENCHMARK DATA PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE BENCHMARK DATA.



EXISTING LEGEND
 CONCRETE
 ASPHALT
 GRAVEL
 SAND
 GRADE
 EXISTING DRIVE
 EXISTING SIDEWALK
 EXISTING CURB
 EXISTING UTILITY
 EXISTING EASEMENT
 EXISTING FENCE
 EXISTING WALL
 EXISTING POLE
 EXISTING SIGN
 EXISTING LIGHT
 EXISTING TREE
 EXISTING SHrub

NOTES
 1. THE USER SHALL VERIFY THE LOCATION AND ELEVATION OF ALL BENCHMARK DATA PRIOR TO CONSTRUCTION.
 2. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE BENCHMARK DATA.
 3. ALL ELEVATIONS ARE IN FEET ABOVE SEA LEVEL UNLESS OTHERWISE NOTED.
 4. THE USER SHALL VERIFY THE LOCATION AND ELEVATION OF ALL BENCHMARK DATA PRIOR TO CONSTRUCTION.
 5. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE BENCHMARK DATA.



WARNING
 THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE USER SHALL VERIFY THE LOCATION AND ELEVATION OF ALL BENCHMARK DATA PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE BENCHMARK DATA.

SME
 Surveying, Mapping & Engineering
 13550 MARROW AVEY DRIVE
 MARSHFIELD, MA 01958
 PHONE: 978-251-1111
 FAX: 978-251-1112
 WWW.SME-MA.COM

PROJECT
 MARSHFIELD TOWNSHIP
 FIRE STATION NO. 1

DATE
 12/16/2023

PROJECT NUMBER
 024181240

DESIGNER
 A. REDD

CHECKED BY
 J. BOSS

APPROVED BY
 A. REDD

SCALE
 AS SHOWN

DATE
 12/16/2023

PROJECT NUMBER
 024181240

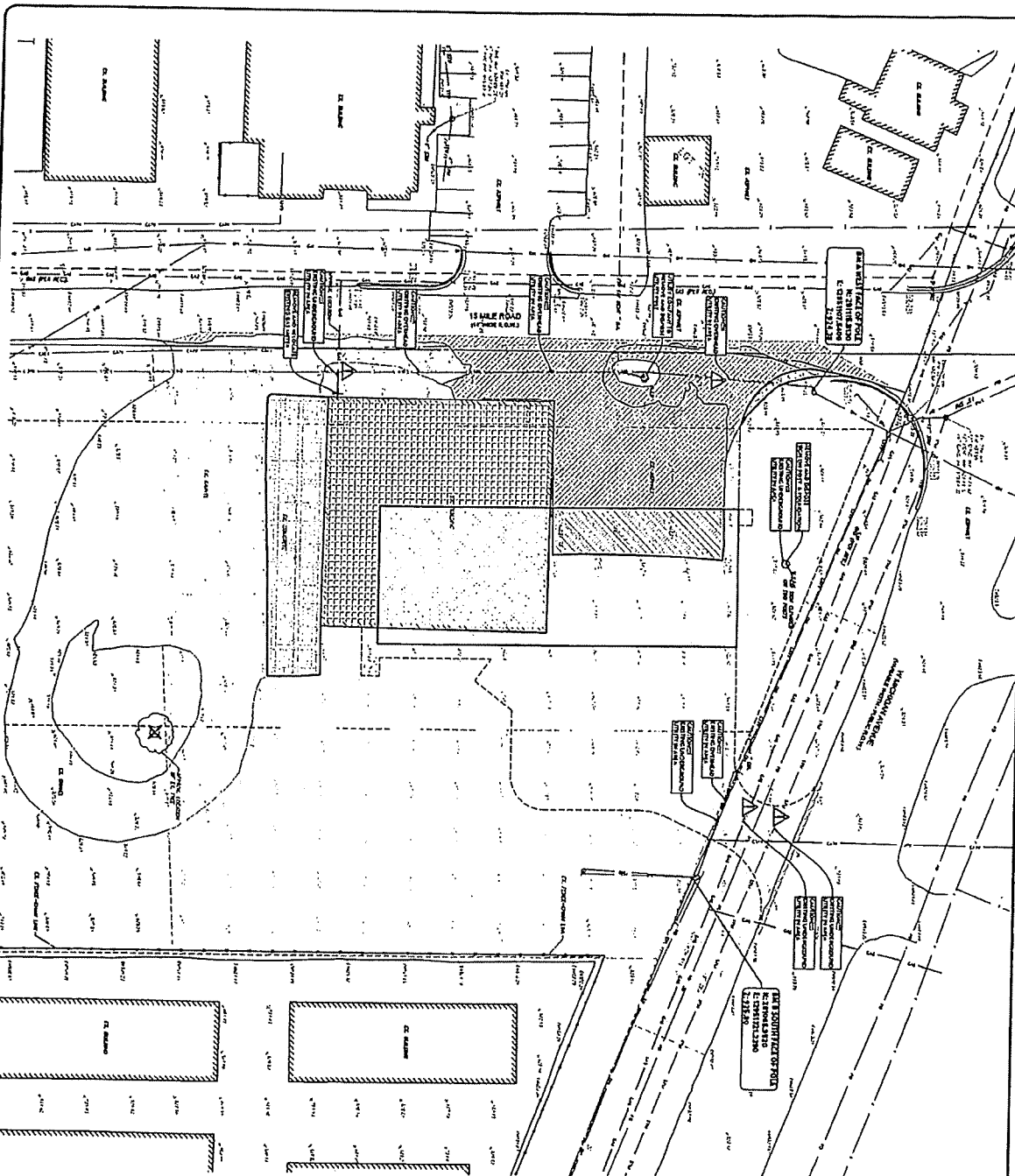
DESIGNER
 A. REDD

CHECKED BY
 J. BOSS




















APPROVED BY
 A. REDD


C-200

PRELIMINARY - NOT FOR CONSTRUCTION



REMOVAL LEGEND

- 
 REMOVE EXISTING BUILDING (AS SHOWN) BY DEMOLITION
- 
 REMOVE EXISTING DRIVEWAY (AS SHOWN) BY DEMOLITION
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 REMOVE EXISTING DRIVEWAY (AS SHOWN) BY DEMOLITION
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 REMOVE EXISTING DRIVEWAY (AS SHOWN) BY DEMOLITION
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 REMOVE EXISTING DRIVEWAY (AS SHOWN) BY DEMOLITION
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 REMOVE EXISTING DRIVEWAY (AS SHOWN) BY DEMOLITION
- 
 REMOVE EXISTING DRIVEWAY (AS SHOWN) BY DEMOLITION


- 
 COMMERCIAL ELECTRICAL PANEL
- 
 CITY ELECTRICAL PANEL (NOT FOR PRODUCTION)
- 
 REMOVE AND REPLACE EXISTING LIGHT FIXTURE
- 
 REMOVE AND REPLACE EXISTING LIGHT FIXTURE
- 
 REMOVE AND REPLACE EXISTING LIGHT FIXTURE
- 
 REMOVE AND REPLACE EXISTING LIGHT FIXTURE
- 
 REMOVE AND REPLACE EXISTING LIGHT FIXTURE
- 
 REMOVE AND REPLACE EXISTING LIGHT FIXTURE

CONCRETE DATA TABLE

BIRING CODE	INHA (IN)	AGC (IN)	AGC (IN)
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-

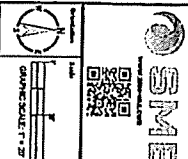
EXISTING RECORD UTILITIES NOTE

EXISTING RECORD UTILITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.



WARNING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.



SME

GRAPHIC SCALE: 1" = 20'

MARSHALL TOWNSHIP
FIRE STATION NO. 1

13550 HYDRO AVERY DRIVE
 MARSHALL, MI 49668

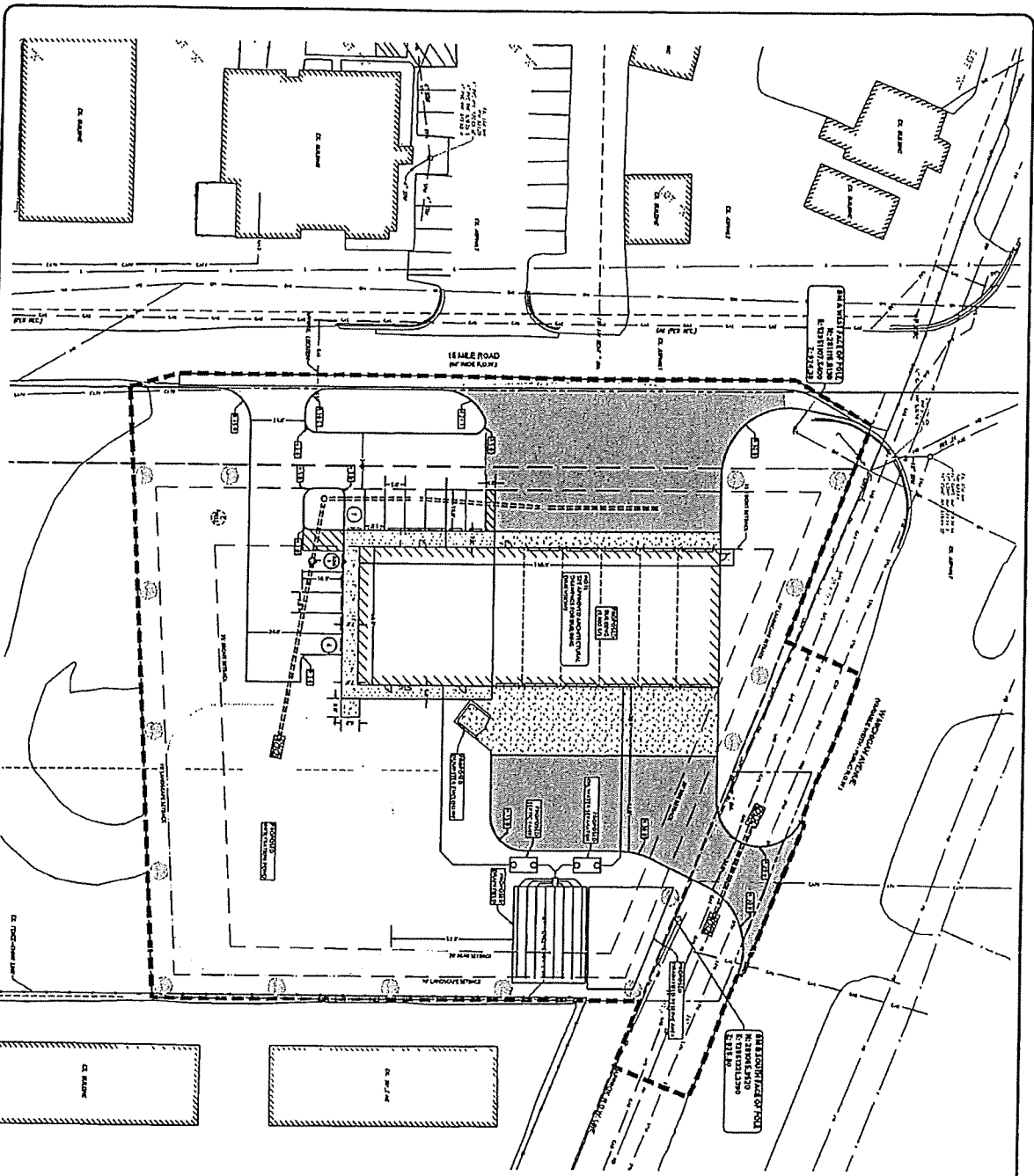
PRELIMINARY - NOT FOR CONSTRUCTION

REMOVAL AND EXCAVATION PLAN















NO.	DESCRIPTION	DATE	BY
1	ISSUED	04/23/23	J. GARVEY
2	REVISION	04/23/23	J. GARVEY
3	REVISION	04/23/23	J. GARVEY
4	REVISION	04/23/23	J. GARVEY
5	REVISION	04/23/23	J. GARVEY
6	REVISION	04/23/23	J. GARVEY
7	REVISION	04/23/23	J. GARVEY
8	REVISION	04/23/23	J. GARVEY
9	REVISION	04/23/23	J. GARVEY
10	REVISION	04/23/23	J. GARVEY

Checked by: J. GARVEY
 Drawn by: J. GARVEY

C-400



PROPOSED LEGEND

-  PROPOSED FIELD OF SIGHT
-  PROPOSED LOT AND PAVEMENT
-  PROPOSED DRIVEWAY
-  PROPOSED CONCRETE
-  PROPOSED ASPHALT
-  PROPOSED GRAVEL
-  PROPOSED STORM SEWER
-  PROPOSED SANITARY SEWER
-  PROPOSED WATER MAIN
-  PROPOSED GAS MAIN
-  PROPOSED ELECTRIC
-  PROPOSED TELEPHONE
-  PROPOSED CABLE TV
-  PROPOSED STREET LIGHT
- PROPOSED TREE
- PROPOSED TREE TO BE RETAINED
- PROPOSED TREE TO BE REMOVED
- PROPOSED TREE TO BE PLANTED
- PROPOSED TREE TO BE PRESERVED
- PROPOSED TREE TO BE TRANSPLANTED
- PROPOSED TREE TO BE REPLANTED
- PROPOSED TREE TO BE PRUNED
- PROPOSED TREE TO BE STAKED
- PROPOSED TREE TO BE TIED
- PROPOSED TREE TO BE SUPPORTED
- PROPOSED TREE TO BE PROTECTED
- PROPOSED TREE TO BE MONITORED
- PROPOSED TREE TO BE INSPECTED
- PROPOSED TREE TO BE TREATED
- PROPOSED TREE TO BE PRUNED
- PROPOSED TREE TO BE STAKED
- PROPOSED TREE TO BE TIED
- PROPOSED TREE TO BE SUPPORTED
- PROPOSED TREE TO BE PROTECTED
- PROPOSED TREE TO BE MONITORED
- PROPOSED TREE TO BE INSPECTED
- PROPOSED TREE TO BE TREATED

SITE LAYOUT NOTE
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

PROPOSED PARKING DATA:
 TOTAL PAVED AREA: 11,111 SQ. FT.
 TOTAL UNPAVED AREA: 11,111 SQ. FT.
 TOTAL AREA: 22,222 SQ. FT.

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

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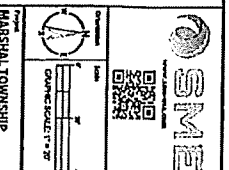
PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION



SME
 Surveying & Mapping Engineers
 13550 WYNDON ANGRY DRIVE
 MARSHALL, MI 48868

PROJECT INFORMATION
 Project: MARSHALL TOWNSHIP
 FIRE STATION NO. 1
 Date: 09/25/2023
 Scale: 1" = 20'

Client:	DIVISION 3
Site Project No.:	04455120
Project Manager:	J. GARVES
Designer:	A. NEED
Checker:	J. GIBBS
Drawn by:	A. NEED
Checked by:	A. NEED
Drawn for:	J. GIBBS

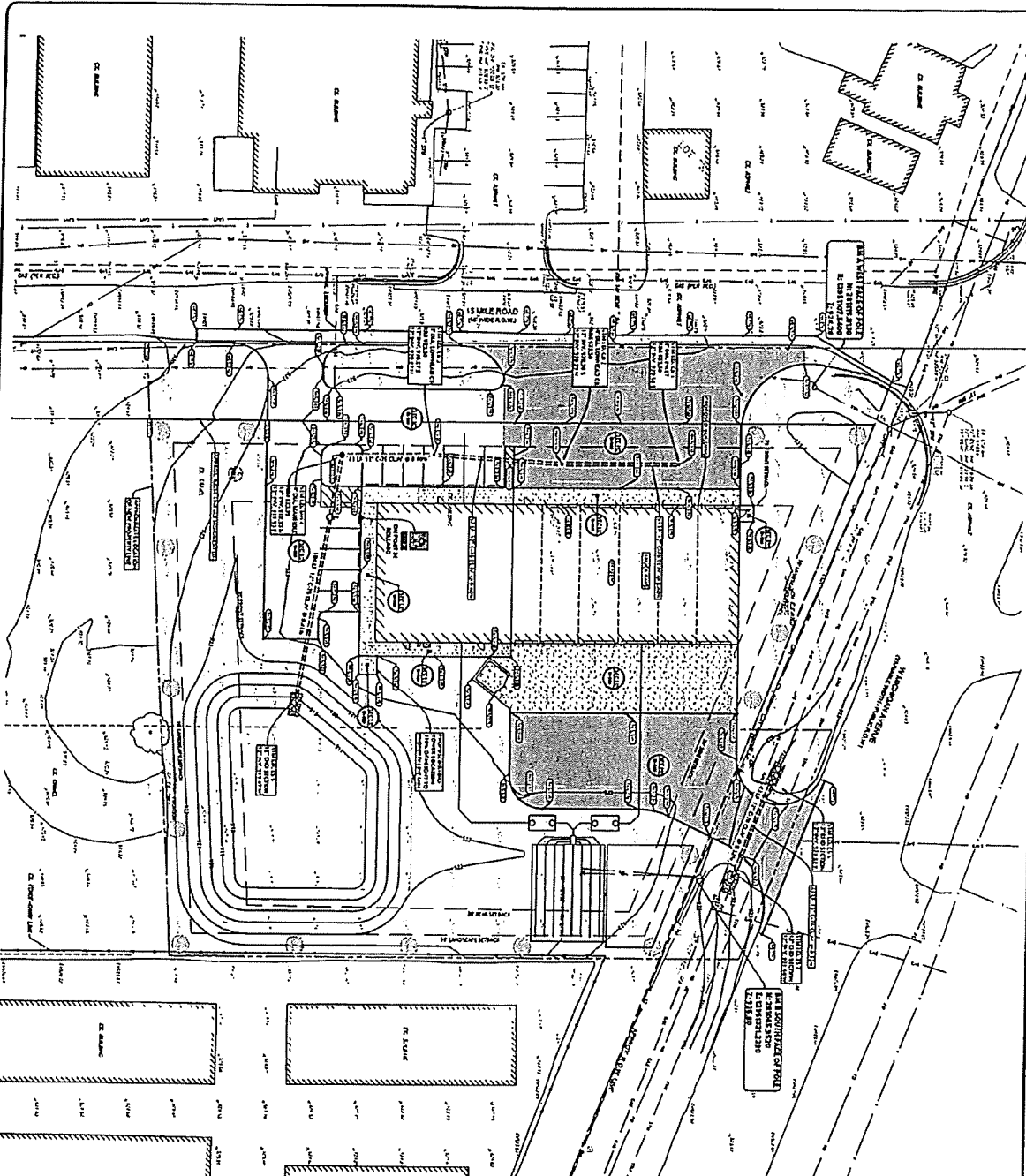
TITLE BLOCK
 SHEET NO. C-500
 SITE LAYOUT PLAN

NOTES

NOTES

NOTES

NOTES



- SECTION 1.D**
- INSTALL/PAVING LEGEND**
- CONCRETE
 - ASPHALT
 - GRAVEL
 - STONE
 - SAND
 - COMPACTED EARTH
 - COMPACTED SUBGRADE
 - COMPACTED SUBGRADE WITH GRAVEL
 - COMPACTED SUBGRADE WITH STONE
 - COMPACTED SUBGRADE WITH SAND
 - COMPACTED SUBGRADE WITH GRAVEL AND SAND
 - COMPACTED SUBGRADE WITH STONE AND SAND
 - COMPACTED SUBGRADE WITH GRAVEL AND STONE
 - COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND
 - COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND AND GRAVEL
 - COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND AND GRAVEL AND STONE

- BENCHMARK DATA**
- Point 1: 101.157
 Point 2: 101.158
 Point 3: 101.159
 Point 4: 101.160
 Point 5: 101.161
 Point 6: 101.162
 Point 7: 101.163
 Point 8: 101.164
 Point 9: 101.165
 Point 10: 101.166
 Point 11: 101.167
 Point 12: 101.168
 Point 13: 101.169
 Point 14: 101.170
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 Point 16: 101.172
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 Point 18: 101.174
 Point 19: 101.175
 Point 20: 101.176
 Point 21: 101.177
 Point 22: 101.178
 Point 23: 101.179
 Point 24: 101.180
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 Point 26: 101.182
 Point 27: 101.183
 Point 28: 101.184
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 Point 31: 101.187
 Point 32: 101.188
 Point 33: 101.189
 Point 34: 101.190
 Point 35: 101.191
 Point 36: 101.192
 Point 37: 101.193
 Point 38: 101.194
 Point 39: 101.195
 Point 40: 101.196
 Point 41: 101.197
 Point 42: 101.198
 Point 43: 101.199
 Point 44: 101.200

WARNING:

This drawing is a preliminary plan and is not to be used for construction. It is intended for informational purposes only. The contractor is responsible for verifying all dimensions and locations of existing conditions before construction begins. The engineer is not responsible for any errors or omissions in this drawing.

811

Call before you dig. 811 is a free service that helps you find underground utilities before you dig. Call 811 at least 3 business days before you dig. For more information, visit www.811.com.

No.	Description	Quantity	Unit
1	CONCRETE DRIVE	1500	SQ. YD.
2	ASPHALT DRIVE	1000	SQ. YD.
3	GRAVEL DRIVE	500	SQ. YD.
4	STONE DRIVE	250	SQ. YD.
5	SAND DRIVE	150	SQ. YD.
6	COMPACTED EARTH DRIVE	100	SQ. YD.
7	COMPACTED SUBGRADE DRIVE	50	SQ. YD.
8	COMPACTED SUBGRADE WITH GRAVEL DRIVE	25	SQ. YD.
9	COMPACTED SUBGRADE WITH STONE DRIVE	10	SQ. YD.
10	COMPACTED SUBGRADE WITH SAND DRIVE	5	SQ. YD.
11	COMPACTED SUBGRADE WITH GRAVEL AND SAND DRIVE	2	SQ. YD.
12	COMPACTED SUBGRADE WITH STONE AND SAND DRIVE	1	SQ. YD.
13	COMPACTED SUBGRADE WITH GRAVEL AND STONE DRIVE	1	SQ. YD.
14	COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND DRIVE	1	SQ. YD.
15	COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND AND GRAVEL DRIVE	1	SQ. YD.
16	COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND AND GRAVEL AND STONE DRIVE	1	SQ. YD.
17	CONCRETE	100	CY.
18	ASPHALT	50	CY.
19	GRAVEL	25	CY.
20	STONE	10	CY.
21	SAND	5	CY.
22	COMPACTED EARTH	5	CY.
23	COMPACTED SUBGRADE	2	CY.
24	COMPACTED SUBGRADE WITH GRAVEL	1	CY.
25	COMPACTED SUBGRADE WITH STONE	1	CY.
26	COMPACTED SUBGRADE WITH SAND	1	CY.
27	COMPACTED SUBGRADE WITH GRAVEL AND SAND	1	CY.
28	COMPACTED SUBGRADE WITH STONE AND SAND	1	CY.
29	COMPACTED SUBGRADE WITH GRAVEL AND STONE	1	CY.
30	COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND	1	CY.
31	COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND AND GRAVEL	1	CY.
32	COMPACTED SUBGRADE WITH GRAVEL, STONE AND SAND AND GRAVEL AND STONE	1	CY.

PRELIMINARY - NOT FOR CONSTRUCTION

Project Name: MARSHALL TOWNSHIP FIRE STATION NO. 1
 Address: 1530 NITRON AVE, DRIVE
 Location: MARSHALL, MI 49808

Drawn By: J. GALES
 Checked By: A. JED
 Date: 1/18/23

811

Call before you dig. 811 is a free service that helps you find underground utilities before you dig. Call 811 at least 3 business days before you dig. For more information, visit www.811.com.

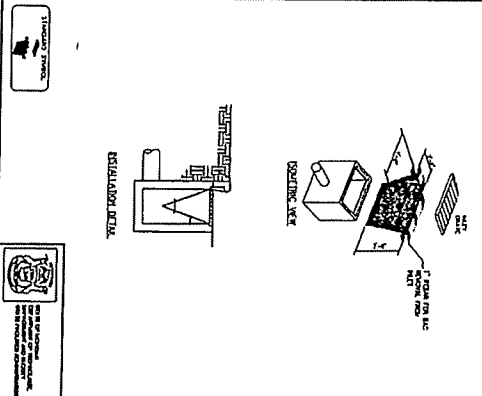
811

Call before you dig. 811 is a free service that helps you find underground utilities before you dig. Call 811 at least 3 business days before you dig. For more information, visit www.811.com.

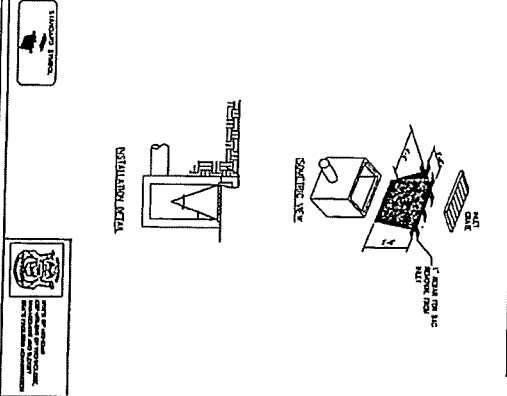
C-600

INSTALLATION PLAN

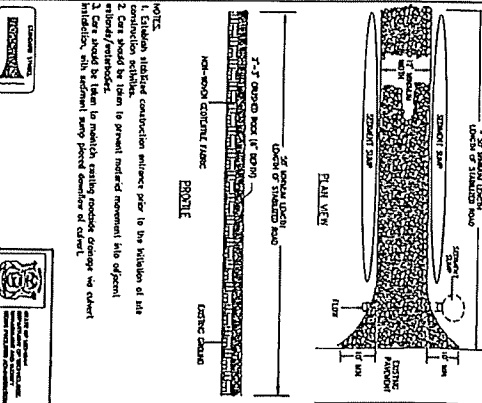
S58 INLET PROTECTION - FABRIC DROP



S58 INLET PROTECTION - FABRIC DROP



S53 STABILIZED CONSTRUCTION ACCESS



S53 STABILIZED CONSTRUCTION ACCESS



Project:
MARSHALL TOWNSHIP
FIRE STATION NO. 1

13550 WYRON AVERY DRIVE
MADISON, WI 53068

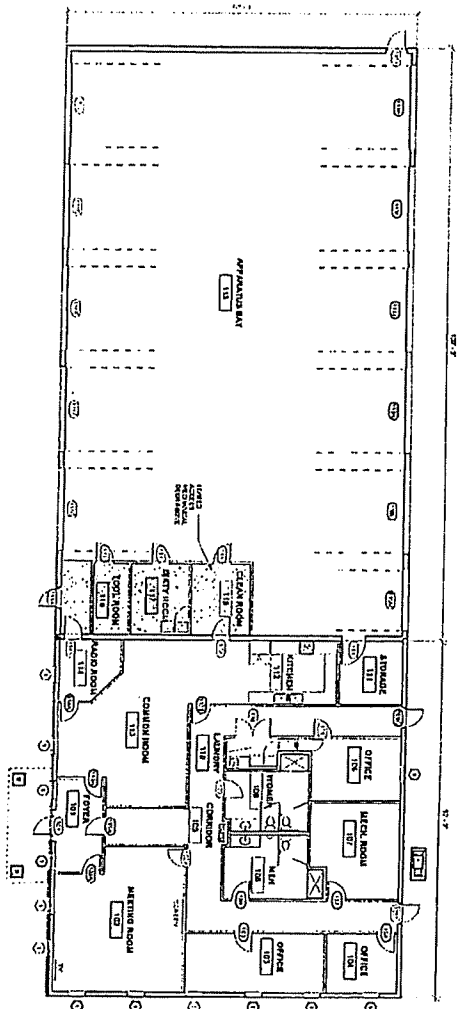
PRELIMINARY - NOT FOR CONSTRUCTION

Sheet No.	D-401
Details	DETAILS
Author	J. GAVES
Checked By	J. GAVES
Drawn By	A. MIND
Scale	1/8" = 1'-0"
Date	07/17/2023
Project Name	04151100
Client	J. GAVES
Location	A. MIND
Notes	J. GAVES

WARNING
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EXHIBIT E

(see attached Construction Plans for Fire Station to be constructed)



NO.	DESCRIPTION	QTY	UNIT	MARKET VALUE	REMARKS
1	CEILING	1	SQ. FT.	1.20	1200.00
2	FLOORING	1	SQ. FT.	1.50	1500.00
3	WALLS	1	SQ. FT.	1.00	1000.00
4	ROOFING	1	SQ. FT.	2.00	2000.00
5	MECHANICAL	1	UNIT	500.00	HEATING/COOLING
6	ELECTRICAL	1	UNIT	300.00	WIRING/OUTLETS
7	PLUMBING	1	UNIT	200.00	SINKS/TUBS
8	PAINT	1	UNIT	100.00	INTERIOR PAINT
9	GLASS	1	SQ. FT.	1.00	OFFICE PARTITIONS
10	FURNITURE	1	UNIT	500.00	OFFICE DESKS
11	FIXTURES	1	UNIT	200.00	CEILING LIGHTS
12	DOORS	1	UNIT	100.00	ENTRY DOOR
13	WINDOWS	1	UNIT	150.00	OFFICE WINDOWS
14	STAIRS	1	UNIT	100.00	STAIRCASE
15	ROOF	1	SQ. FT.	2.00	ROOFING MATERIAL
16	FOUNDATION	1	SQ. FT.	1.00	FOUNDATION
17	CONCRETE	1	SQ. FT.	1.00	FLOOR SLAB
18	BRICK	1	SQ. FT.	1.00	EXTERIOR WALLS
19	ASPHALT	1	SQ. FT.	1.00	PARKING LOT
20	LANDSCAPING	1	UNIT	50.00	PLANTING
21	UTILITIES	1	UNIT	100.00	WATER/SANITARY
22	INSULATION	1	SQ. FT.	1.00	WALL/ROOF
23	TRUSSES	1	UNIT	100.00	ROOF TRUSSES
24	RAFTERS	1	UNIT	100.00	ROOF RAFTERS
25	JOISTS	1	UNIT	100.00	FLOOR JOISTS
26	BEAMS	1	UNIT	100.00	FLOOR BEAMS
27	COLUMNS	1	UNIT	100.00	INTERIOR COLUMNS
28	BRICKWORK	1	SQ. FT.	1.00	EXTERIOR BRICK
29	CONCRETE	1	SQ. FT.	1.00	FOUNDATION
30	ASPHALT	1	SQ. FT.	1.00	PARKING LOT
31	LANDSCAPING	1	UNIT	50.00	PLANTING
32	UTILITIES	1	UNIT	100.00	WATER/SANITARY
33	INSULATION	1	SQ. FT.	1.00	WALL/ROOF
34	TRUSSES	1	UNIT	100.00	ROOF TRUSSES
35	RAFTERS	1	UNIT	100.00	ROOF RAFTERS
36	JOISTS	1	UNIT	100.00	FLOOR JOISTS
37	BEAMS	1	UNIT	100.00	FLOOR BEAMS
38	COLUMNS	1	UNIT	100.00	INTERIOR COLUMNS
39	BRICKWORK	1	SQ. FT.	1.00	EXTERIOR BRICK
40	CONCRETE	1	SQ. FT.	1.00	FOUNDATION
41	ASPHALT	1	SQ. FT.	1.00	PARKING LOT
42	LANDSCAPING	1	UNIT	50.00	PLANTING
43	UTILITIES	1	UNIT	100.00	WATER/SANITARY
44	INSULATION	1	SQ. FT.	1.00	WALL/ROOF
45	TRUSSES	1	UNIT	100.00	ROOF TRUSSES
46	RAFTERS	1	UNIT	100.00	ROOF RAFTERS
47	JOISTS	1	UNIT	100.00	FLOOR JOISTS
48	BEAMS	1	UNIT	100.00	FLOOR BEAMS
49	COLUMNS	1	UNIT	100.00	INTERIOR COLUMNS
50	BRICKWORK	1	SQ. FT.	1.00	EXTERIOR BRICK

NO.	DESCRIPTION	QTY	UNIT	MARKET VALUE	REMARKS
1	CEILING	1	SQ. FT.	1.20	1200.00
2	FLOORING	1	SQ. FT.	1.50	1500.00
3	WALLS	1	SQ. FT.	1.00	1000.00
4	ROOFING	1	SQ. FT.	2.00	2000.00
5	MECHANICAL	1	UNIT	500.00	HEATING/COOLING
6	ELECTRICAL	1	UNIT	300.00	WIRING/OUTLETS
7	PLUMBING	1	UNIT	200.00	SINKS/TUBS
8	PAINT	1	UNIT	100.00	INTERIOR PAINT
9	GLASS	1	SQ. FT.	1.00	OFFICE PARTITIONS
10	FURNITURE	1	UNIT	500.00	OFFICE DESKS
11	FIXTURES	1	UNIT	200.00	CEILING LIGHTS
12	DOORS	1	UNIT	100.00	ENTRY DOOR
13	WINDOWS	1	UNIT	150.00	OFFICE WINDOWS
14	STAIRS	1	UNIT	100.00	STAIRCASE
15	ROOF	1	SQ. FT.	2.00	ROOFING MATERIAL
16	FOUNDATION	1	SQ. FT.	1.00	FOUNDATION
17	CONCRETE	1	SQ. FT.	1.00	FLOOR SLAB
18	BRICK	1	SQ. FT.	1.00	EXTERIOR WALLS
19	ASPHALT	1	SQ. FT.	1.00	PARKING LOT
20	LANDSCAPING	1	UNIT	50.00	PLANTING
21	UTILITIES	1	UNIT	100.00	WATER/SANITARY
22	INSULATION	1	SQ. FT.	1.00	WALL/ROOF
23	TRUSSES	1	UNIT	100.00	ROOF TRUSSES
24	RAFTERS	1	UNIT	100.00	ROOF RAFTERS
25	JOISTS	1	UNIT	100.00	FLOOR JOISTS
26	BEAMS	1	UNIT	100.00	FLOOR BEAMS
27	COLUMNS	1	UNIT	100.00	INTERIOR COLUMNS
28	BRICKWORK	1	SQ. FT.	1.00	EXTERIOR BRICK
29	CONCRETE	1	SQ. FT.	1.00	FOUNDATION
30	ASPHALT	1	SQ. FT.	1.00	PARKING LOT
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RESIDENT DRAWING FOR OWNER'S APPROVAL

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DATE: 02/24/10

BY: [Signature]

DATE	02/24/10
BY	[Signature]
CHECKED BY	[Signature]
DATE	
APPROVED BY	[Signature]
DATE	

MARSHALL TOWNSHIP FIRE DEPARTMENT

ALLIED DESIGN ARCHITECTURAL & ENGINEERING GROUP, P.C.

02/24/10

SCALE
AS SHOWN
DATE

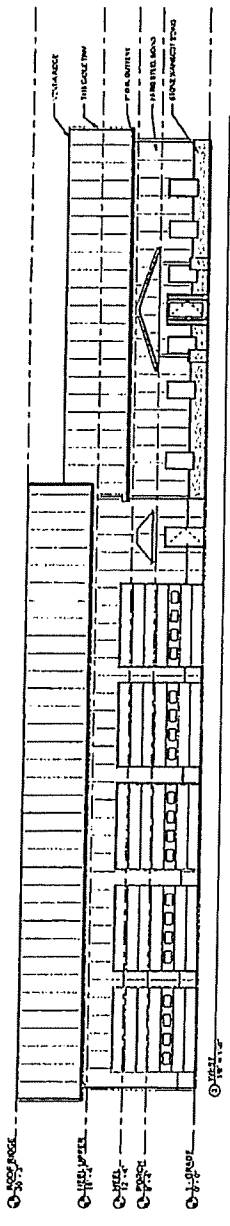
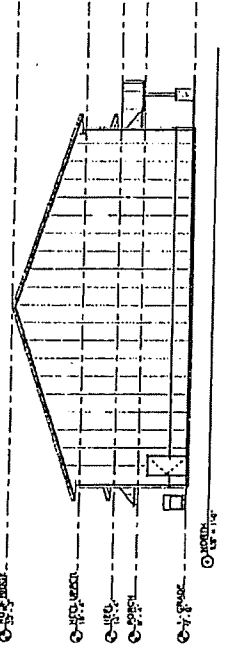
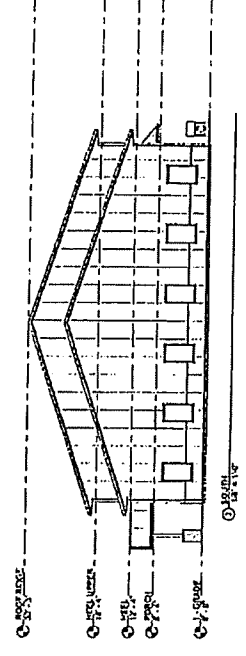
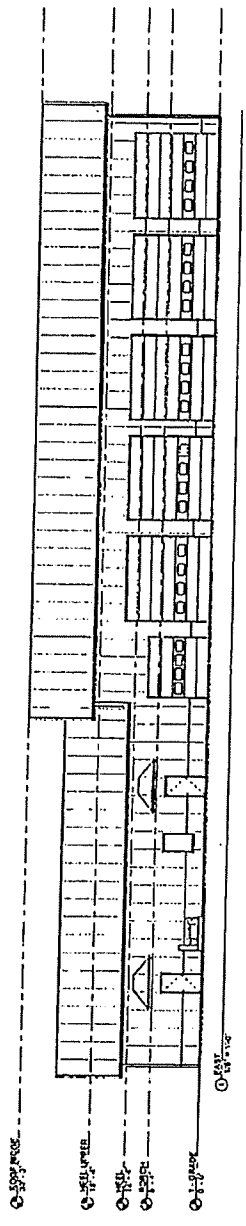
MARSHALL TOWNSHIP FIRE DEPARTMENT
 ALLIED DESIGN ARCHITECTURAL ENGINEERING GROUP, P.C.
 10000 W. 11TH AVENUE, SUITE 200, DENVER, CO 80231
 TEL: 303.733.8800 FAX: 303.733.8801
 WWW.AEDAGROUP.COM

DATE	BY	REVISION

PROJECT NO. 10000
 SHEET NO. 01
 DATE 10/10/10

A3 of A4

ALLIED DESIGN ARCHITECTURAL ENGINEERING GROUP, P.C.
 10000 W. 11TH AVENUE, SUITE 200, DENVER, CO 80231
 TEL: 303.733.8800 FAX: 303.733.8801
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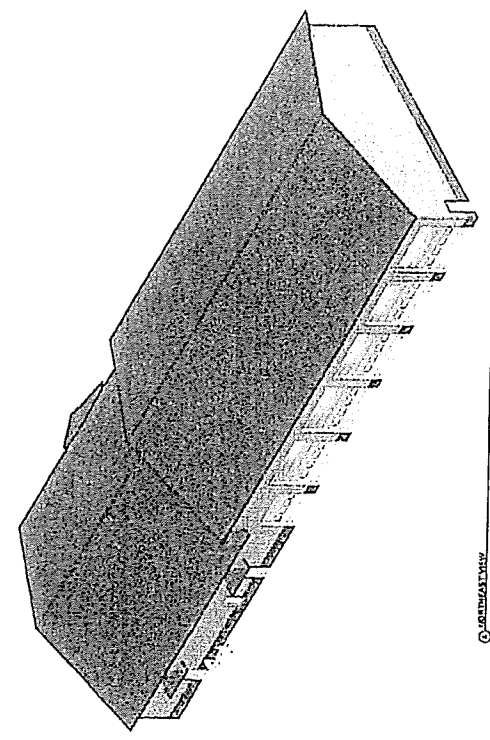
DATE: 01/12/2011
 DRAWN BY: J. W. WILSON
 CHECKED BY: J. W. WILSON

MARSHALL TOWNSHIP FIRE DEPARTMENT
 ALLED DESIGN ARCHITECTURAL & ENGINEERING GROUP, P.C.
 11500 WOODBURN AVENUE, SUITE 100, WOODBURN, NJ 07096
 TEL: 908.261.1100 FAX: 908.261.1101

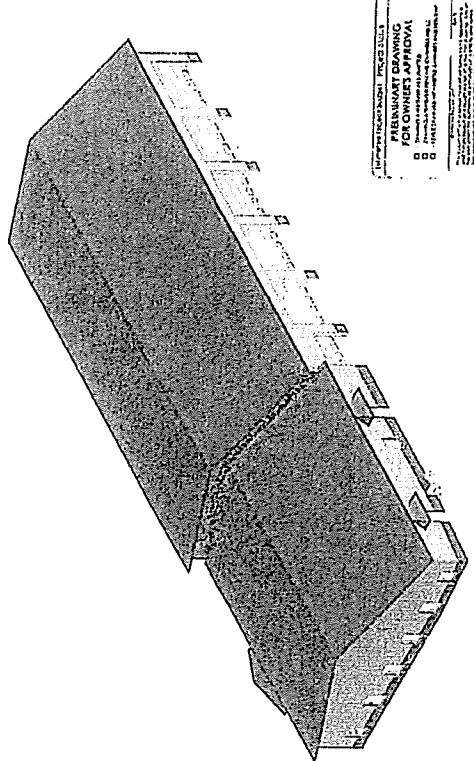
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SCALE: AS SHOWN
 A3 of A4

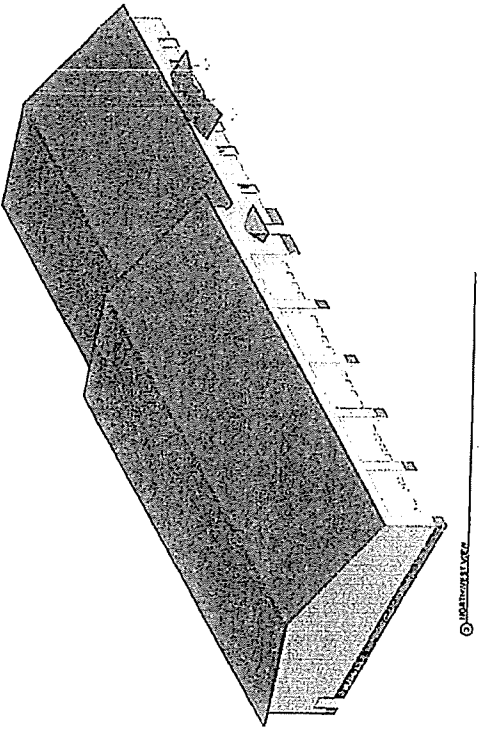
PERMIT DRAWING
 FOR MARSHALL TOWNSHIP FIRE DEPARTMENT
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 2. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.
 3. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF ALLED DESIGN ARCHITECTURAL & ENGINEERING GROUP, P.C. IS PROHIBITED.
 4. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS.
 5. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PROFESSIONAL ENGINEERING AND ARCHITECTURAL SEALS.
 6. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
 7. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONTRACTS.
 8. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AGREEMENTS.
 9. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS.
 10. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS.
 11. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOTICES.
 12. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CORRECTIONS.
 13. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AMENDMENTS.
 14. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VARIATIONS.
 15. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WAIVERS.
 16. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RELEASES.
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 18. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AGREEMENTS.
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 20. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS.



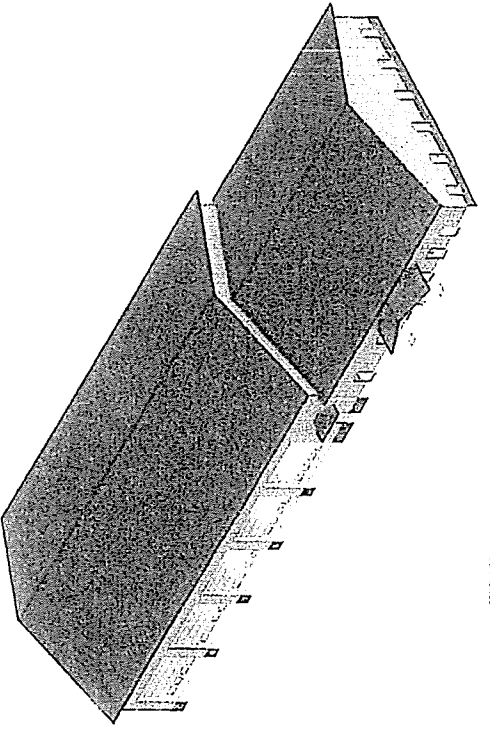
© ELEVATION VIEW



© ELEVATION VIEW



© ELEVATION VIEW



© ELEVATION VIEW

EXHIBIT F

(see attached Proposal to Develop a Project Delivery System)



PROPOSAL TO DEVELOP A PROJECT DELIVERY SYSTEM

Owner

Marshall Area Economic Development Alliance
323 West Michigan Ave
Marshall, MI 49068

Project Location

Marshall Area Economic Development Alliance
13550 15 Mile Road
Marshall, MI 49068

ADD ORDER Step 2 for Proposal to Develop a Project Delivery System for a Marshall Area Economic Development Alliance,

With a tentative construction of Q3 2024.

Construction Package Details:

The payment to engage Morton designBUILD and authorized professional designers for the development of finalized plans for the proposed Morton building in accordance with client's intended function and desired aesthetics is: \$95,000.00

Client-requested revisions during this Construction Package phase should be very minor and complete before plans are sealed by licensed professionals. The full amount of this payment will be applied towards the Construction Activation Agreement with Morton Buildings, Inc.

Project cost is estimated to be \$2,791,347.00 based on findings at completion of Concept Package. NOTE: If Concept Package phase was not completed, then the estimated cost is based on national averages and the extensive experience of Morton's designBUILD team. The final project cost will be reviewed upon completion of the Construction Package and the services identified below will be provided to substantiate findings. Project cost can increase or decrease based on findings throughout this Construction Package phase.

This Construction Package Provides the Following Services to You the Client:

- Meeting/conference call with client to ensure alignment and responsibilities of local sales consultant, the designBUILD team and any local professionals or client representatives
- Plans Finalized
 - Architectural and Structural plans
 - Mechanical plans (Plumbing, HVAC, Electrical) and specifications
 - Permitting Requirements are finalized
 - Costs and responsibilities determined
- Assemble construction team
 - Verification of subcontractors qualifications and insurance
 - Subcontractor cost negotiated and determined
 - Identify parties controlling construction
- Construction Schedule
 - Milestones and requirements identified
- Construction documents with lump sum construction cost
 - Activation Contract
 - Construction Plans
 - Final scope of work is agreed upon
- Meeting to present and review Construction Package

Construction:

Once building permits are secured, the estimated budget cost shall be adjusted with a Construction Activation Agreement with a clear Scope of Work, divisional responsibilities, time schedules, final pricing and payment schedule.

NOTE: Plans and specifications developed under this agreement are solely for the purpose of a Morton Building system. If Morton Buildings, Inc. is not the builder of the projects, the client must hire another designer(s) of record, who can use the plans and specifications procured under this agreement as a basis for their own design, but must provide their own certified design(s).



252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

It is understood by the parties hereto that the terms and conditions of a subsequent construction agreement shall be finalized, stated and executed on Morton Buildings, Inc. Construction Proposal after the building and project manuals are approved by the owner, permit issuing authorities in the form of locally required permits, and subcontractors, on who's proposal this budget estimate is made, it is further understood that prior to Morton Buildings, Inc. acceptance of subsequent construction agreements an investigative consumer report may be obtained; and that prior to such acceptance the entire liability of Morton Buildings, Inc. under this and subsequent contracts may be discharged by the return of any moneys which the purchaser may have deposited as a condition of the contract.

Signature

Signature of Marshall Area Economic Development Alliance , By: James Durian, Title: Chief Executive Officer

Signature Date

NOTE: YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION.

EXHIBIT G

(see attached Construction Document Review and Disbursement Agreement)

EXHIBIT G

(see attached Construction Document Review and Disbursement Agreement)

CONSTRUCTION DOCUMENT REVIEW [and DISBURSING AGREEMENT]

**Escrow No.
Commitment/Policy No.**

ARTICLE 1: General Information

A. Owner	Attorney for Owner:
Name:	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
e-Mail:	e-Mail:

Designated Contact for purposes of notice as set forth in Art. 6 Par. C is:

B. Title Company:

Name: Rita Morin, Construction Specialist
Address: Chicago Title of Michigan, Inc. (hereinafter known as "CTI")
941 W. Milham Road
Portage, MI 49024
Phone: (269-903-0058
Fax: (800) 978-4853
e-Mail: Rita.Morin@ctt.com

C. Inspector/Architect:

D. General Contractor:

E. Project Name:

F.. Project Location:

ARTICLE 2: Recitals

The Owner has requested CTI to perform certain services related to the construction of the subject "Project", as detailed and set forth below, as well as update the status of title on an interim basis as the project construction progresses for the land identified above and more particularly described in CTI Commitment/Policy No.

Further, subject to the provisions of Article 5 Par. C3., the commitment/and or policy when issued will provide no construction lien coverage and will be issued subject to the following construction lien

exception, "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."

ARTICLE 3: Requirements

- A. Owner shall furnish CTI a copy of the complete executed construction contract between the Owner and the General Contractor along with a properly completed and executed Michigan statutory form of sworn statement, as set forth at MCL 570.1110, executed by the Owner reflecting the contract between the owner and General Contractor.

The Owner shall furnish or cause to be furnished to CTI a properly completed and executed Michigan statutory form of sworn statement provided to Owner by the General Contractor setting forth the names and addresses of such persons furnishing labor, service or materials (i.e., sub-trades and material supplies), the kind of labor, service or materials to be furnished, the amounts of the contracts, amount paid to date, if any, amounts of current payments, if any, and balances to become due, if any.

If the Owner has contracted with any other party in addition to the General Contractor for the furnishing of services, labor and/or materials in connection with the project, or if the amount to be paid for work to be performed shall vary from the original contract amount, then Owner shall furnish copies of all providers executed contracts, and the Owner's sworn statement shall set forth the names and addresses of such persons furnishing labor, service or materials (i.e., sub-trades and material supplies), the kind of labor, service or materials to be furnished, the amounts of the contracts, amount paid to date, if any, amounts of current payments, if any, and balances to become due, if any.

- B. The Owner shall furnish or cause to be furnished to CTI a copy of the Notice of Commencement (recorded copy or fully executed original in recordable form, if applicable) required pursuant to MCLA 570.1108 or 570.1108(a).

- C. Prior to each disbursement the Owner shall furnish or cause to be furnished to CTI the following:

1. A current dated sworn Owner's Statement as described hereinbefore in this Article 3A if the Owner/Borrower has contracted with any party other than the General Contractor for the furnishing of services, labor and/or materials in connection with the Project, or if the total amount to be paid for work to be performed per any contract will vary from the original contract amount.

Note: This requirement may be omitted if the Owner/Borrower has only contracted with the General Contractor and the contract price has not changed.

2. A current dated, properly completed and executed Michigan statutory form of sworn statement to Owner by the General Contractor, covering its current construction draw request.
3. Copies of any Notices of Furnishing received pursuant to MCL 570.1109 together with lien waivers from such parties serving the Notice of Furnishing who were to be paid in the prior draw.
4. Statements, change orders, affidavits, supporting lien waivers, and releases of Lien from such persons as disclosed in the Sworn Statement(s) or by such other documentation provided to or reviewed by CTI.
5. If required under the provisions of this Agreement, either a report by the Inspector or a certification by the Architect certifying that work has been completed and materials are in

place as indicated by the current construction draw request of the General Contractor, or a current dated and executed statement by the Owner stating that work has been completed and materials are in place as indicated by the current construction draw request of the General Contractor.

ARTICLE 4: Depositing Good Funds & CTI Disbursing Funds

- A. If the Owner has requested CTI to provide a disbursing service for the payment of project construction costs and other related development costs per the written direction of the Owner. CTI will be acting only in the capacity as a disbursing agent and is not acting in the capacity of an escrow agent or other fiduciary role. The fee for CTI to hold all the construction funds will be \$200.00 and is in addition to the fees charged in Article 5.
- B. "Good Funds" in the total amount of \$_____ are being deposited with CTI for the payment of Project construction costs and other related development costs. CTI makes no representations that the amount being deposited will or will not be sufficient to cover the costs of development and improvements covered under the Construction Contract between the Owner and the General Contractor.
- C. As to any deposited funds, the Owner agrees that CTI shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that CTI may deposit such funds with other deposits or and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish CTI's obligation to apply the full amount of the deposits in accordance with the terms of these instructions. Further, Owner acknowledges and agrees that funds deposited are not to be held in an interest bearing account for the benefit of Owner and that they will be deposited with other escrow funds in a CTI general escrow account. As a result, CTI may receive interest, an array of bank services, accommodations or other benefits from the Depository, which shall accrue to CTI and its affiliates. CTI will have no obligation to account to you for the value of such interest earned, services, accommodations or other benefits.
- D. If CTI has been requested to disburse funds for the construction payments to General Contractor, then the following additional matters must be satisfied prior to any disbursement:
 - 1. A written approval by Owner to have CTI make the requested disbursement.
 - 2. In the event that non-construction costs are to be paid by CTI with the funds, then Owner shall provide written payment directions to CTI setting forth the names and addresses of the payee, the amounts of the respective payments, and the purpose of the payments, i.e., legal fees, real estate taxes, etc.
 - 3. Amount of good funds provided to CTI sufficient to cover the current disbursement request.
 - 4. Note: In the event that the General Contractor and any subcontractor jointly authorize CTI to pay any funds due one to the other, CTI may not comply with such authorization without the written approval of Owner. Further, it is understood that any person who is not a party signatory to this agreement shall not have the right to look to CTI for any disbursement hereunder under a third party beneficiary theory or otherwise, and that CTI owes no duty to any such third party to make any disbursement.

[Strike/Delete Art. 4 in its entirety if CTI is not disbursing draws]

ARTICLE 5: General Conditions

- A. Prior to the disbursement of any funds in connection with a construction draw on the subject Project and as requested by the Owner, CTI shall perform a title search for the subject premises for the purpose of reviewing title to the Project premises for liens or other matters of record adverse to title and shall review of the construction documentation as required above at a total cost of \$_____ (minimum amount, based on up to 4 draws to be paid at signing of this Agreement. If additional reviews are required, the Owner will be billed at \$_____ each).

Where the title search and/or review of the documentation required by CTI reveals a lien or other matter which may adversely affect title, CTI will promptly notify the Owner of the existence of such matter. In addition, if CTI is disbursing funds they shall await further written direction from Owner prior to making any disbursements.

- B. If at any time during the course of construction and review of construction documentation submitted, the total of the unpaid disclosed cost of construction, as indicated by the construction column totals on the current dated sworn statement(s) furnished CTI, exceeds the amount of undisbursed construction funds as disclosed in the construction contract between Owner and General Contractor, CTI shall apprise the Owner, and if disbursing funds CTI shall not make any further disbursements until such time as sufficient additional funds have been deposited with CTI for purposes of disbursing, or CTI is provided with documentation sufficient to evidence that any imbalance in the funding of the project was due to a clerical error and revisions have been made to bring the funding of the project into balance.

Also, if CTI discovers errors or inconsistencies in any documentation furnished by General Contractor or Owner, or any errors or inconsistencies between or among any figures in the Owner's Statement, or the General Contractor's Statement or any subcontractor's statement, the Owner will be notified accordingly. When deemed necessary by CTI, they shall verify information submitted by the Owner and the contractors, and/or may require the relevant parties to furnish or cause to be furnished verification of contractor amounts by subcontractors or material suppliers.

- C. Following the completion of the construction Project, CTI herein agrees to consider the endorsing of the Owner's Policy or the revising of the commitment under the terms and conditions set forth hereafter:

1. CTI shall perform and review a final title search certified through the date of the final construction documentation after the latter of either:
 - a. 120 days after the issuance of an unconditional Certificate of Occupancy for the project; or
 - b. The final disbursement has been made with all work on the Project completed and all required construction documentation having been provided to CTI by Owner and General Contractor.
2. Upon receipt of a final title search and the review of any documentation disclosed therein, CTI may then determine to endorse the existing Owner's Policy by issuing a Date Down Endorsement that would extend the Effective Date of the Policy, or revise the title commitment and issue the Owner's Policy, to the date of the final construction documentation, subject to, additional matters disclosed, if any, affecting title (including, but not limited to liens, claims, taxes or special assessments) which have not otherwise been "cleared" by the Owner to the satisfaction of CTI.
3. CTI may delete the general construction lien exception referred to in Article 2 after the receipt of a final title search, the review of any documentation disclosed therein and the determination that based upon the construction documentation provided under the provisions of this Agreement and results of the search that there are no adverse matters affecting title related to the construction of the Project.
4. CTI may delete the general survey exceptions, upon the receipt and review by CTI of:

- a. An "as built" survey dated through the completion date of the Project and certified to CTI when the Project has involved the construction of a 1-4 family residence.
- b. An ALTA/NSPS survey dated through the completion date of the Project and certified to CTI when the Project has involved construction of an improvement other than a 1-4 family residence.

Further, any adverse matters which may be reflected on the survey provided will be added as Exceptions to title on any commitment/Policy being issued.

- 5. CTI shall also, if requested, increase the face amount of the Owner's insured coverage amount, upon the payment of the applicable premium at the filed rate of insurance.

ARTICLE 6: Other Provisions

- A. The functions and duties assumed by CTI include only those described in this Agreement and CTI is not obligated to act except in accordance with the terms and conditions of this Agreement. CTI does not insure that the project will be completed, nor does it insure that the project, if completed, will be in accordance with plans and specifications for the project. CTI makes no representations that sufficient funds will be available for completion of the project, nor does it make any certification(s) of any Inspector/Architect or Owner's statements its own and does not assume any liability for the same other than its procurement if listed as one of the conditions precedent to each disbursement.
- B. In the event that the Owner has engaged the services of a "Construction Manager" in lieu of a "General Contractor", as noted in Article 1 hereof, then all references contained in this Agreement to "General Contractor" are hereby deleted and "Construction Manager" is hereby substituted therefore.
- C. Any request, direction, notice, or other services required or permitted to be made or given by any party hereto shall be in writing and shall be deemed sufficiently given or serviced for all purposes if delivered in person, by First Class mail, by facsimile transmission or by e-mail to the parties designated to receive notice at the addresses or contact numbers/information set forth below in Art. 1 Par. A and B, or at such other address as any party shall specify, from time to time, by written notice given to all parties hereto.
- D. For the purposes of calculating any dated or time period under the provisions of this Escrow Agreement, notice shall be deemed effective upon mailing, personal delivery, or transmission of the notice, whichever is applicable.
- E. The undersigned agree that this Agreement is not intended by any of the undersigned to give benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other as a third party beneficiary or otherwise under any theory of law.
- F. Additional Terms (if any):
 - 1. Owner to issue any required 1099's.

[Add any additional terms as necessary]

G. Interpleader and Indemnification:

Notwithstanding anything to the contrary herein contained, in the event that a controversy arises between the parties hereto or between any of the parties hereto and any other person not a party hereto, as to whether or to whom CTI shall deliver any funds or as to any other matter arising out of or relating hereto, CTI shall not be required to determine the same and need not make any delivery of the funds or any portion thereof to the parties to the dispute, but may (a) commence an action in a

court of competent jurisdiction and pay over the funds at issue as such court shall direct or (b) retain same until the rights of the parties to the dispute shall have been finally determined by agreement or by final court order of a competent jurisdiction. In this latter instance, CTI shall deliver the funds within seven (7) days after CTI has received written notice of any such agreement or final order or finding; provided, however, that the time for appeal from any such final order or finding has expired without an appeal having been taken and such written notice is accompanied by an affidavit that the time for appeal has expired without an appeal having been taken. CTI shall be entitled to assume that no such controversy has arisen unless it has received a written notice from Owner, General Contractor, or a third party that such controversy has arisen which refers specifically to this Agreement and specifically identifies by name and address the adverse claimants to the controversy and the nature of the controversy.

In any interpleader action or in case CTI is made a party defendant to any suit or proceedings regarding this Agreement, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said CTI, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. CTI shall have a lien on the funds herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then CTI shall have the right to reimburse itself out of the said funds.

1. In performing any of its duties hereunder, CTI shall not incur any liability to anyone for damages, losses or expenses except for willful default or breach of trust. The undersigned parties further specifically agree to hold CTI harmless from any liability including attorneys' fees and expenses arising from the failure of any party hereto or third party to perform as agreed or anticipated, or in the event that any monies deposited are not enough to cover such costs, fees, and expenses.
2. The Owner authorizes and directs CTI to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court; and in case CTI obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding that any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated.

H. Governing Law:

This Agreement is governed by and is to be construed under the laws of the State of Michigan. The instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this _____ day of _____.

Owner:

By: _____

By: _____

Chicago Title of Michigan, Inc. (CTI)

By: _____

WE HAVE NOT CONTRACTED FOR ANY WORK OUTSIDE OF OUR CONTRACT WITH
OUR BUILDER

By: _____

By: _____