

April 10, 2023

(sent via e-mail)

David Bosserd – Supervisor
Jeff Albaugh - Clerk
Marshall Township Hall
13551 Myron Avery Drive
Marshall, MI 49068

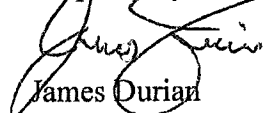
RE: Request to Transfer Parcels to City of Marshall

Dear Supervisor Bosserd and Clerk Albaugh:

Following up on my letter dated March 15, 2023, MAEDA is requesting that the parcels identified below, all currently owned by MAEDA, be transferred to the City of Marshall pursuant to PA 425 so that services can be provided by the City of Marshall. MAEDA requests that this request be placed on the 4/17/23 Township agenda. The City will be providing you with copy of the 425 agreements shortly.

If any additional information is needed or if you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,


James Durian
Chief Executive Officer
Marshall Area Economic
Development Alliance

Cc: Mr. Derek Perry
Mr. Eric Zuzga

March 15, 2023

HAND DELIVERED

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

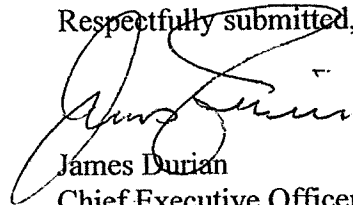
RE: Request to Transfer Property to City of Marshall

Dear Mr. Perry:

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

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

Respectfully submitted,



James Durian
Chief Executive Officer
Marshall Area Economic
Development Alliance

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

**FINAL MAEDA PROPERTIES TO BE TRANSFERRED TO
CITY OF MARSHALL, APRIL OF 2023**

Woods

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

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

16-290-021-01

Willard

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

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

16-290-021-02

Turpin

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

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

16-290-021-03

Baldwin

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

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

16-201-018-00

Isernia

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

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

16-290-012-00

Wichowski

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

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

16-290-015-00

Herman, J

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

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

16-281-015-00

Herman, C

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

Parcel 1:

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

16-281-015-03

Parcel 2:

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

16-281-015-04

Plushnik

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

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

16-290-021-05

Newman

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

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

16-290-021-04

Stautz

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

Parcel 1:

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

16-281-015-01

Parcel 2:

The West 330 feet of the part of the Northeast Quarter of Section 28, Town 2 South, Range 6 West, lying South of Michigan Avenue extended (formerly known as U.S. 12 and M-17), the South line of said Michigan

Avenue being the South line of premises first conveyed by Deed recorded in Liber 177 of Deeds, page 315, Calhoun County, Michigan.

16-281-015-02

Parcel 3:

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

16-281-015-05

Sackrider Farms

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

PARCEL 1:

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

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

PARCEL 2:

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

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

PARCEL 3:

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

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

PARCEL 4:

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

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

PARCEL 5:

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

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

PARCEL 6:

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

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

PARCEL 7:

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

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

Woods

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

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

16-290-021-01

Willard

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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Notary Public, Calhoun County, MI

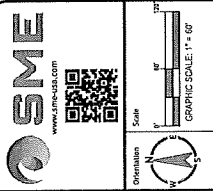
My commission expires _____

SCHEDULE 1

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

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

16-290-021-02



Orientation
Scale
GRAPHIC SCALE: 1" = 60'

Project
MARSHALL MEGASITE

Sheet Title
ALPAINSPS LAND TITLE SURVEY

Surveyor's Seal

NO.	REVISIONS	DATE	BY

Date
02/28/2023

Sheet Project No.
091434.03

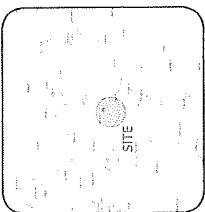
Project Manager
J. EVANS

Field Check
B. JACKSON

Checked By
S. WILSON

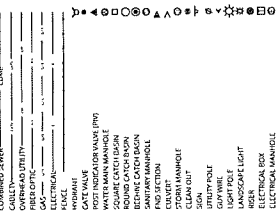
Reviewed By
J. EVANS

Sheet No.
01



EXISTING LEGEND

LINE
STORM SEWER
SANITARY SEWER
CABLED TELEPHONE
OVERHEAD UTILITY
GAS
ELECTRICAL
HYDRANT
GATE VALVE
WATER MAIN MANHOLE
SQUARE CATCH BASIN
RECTANGULAR CATCH BASIN
SANDHOLE MANHOLE
CONCRETE
CLEAN OUT/POPE
SOIL
SLOPE
CONCRETE
ASPHALT DRIVEWAY
GRAVEL
REBAR



SURVEYORS NOTES:

- THE CHANGE MADE FOR THE CITY OF MARSHALL, MICHIGAN STATE PLANS, SOUTH 1/4, INTERSECTION, FEET.
- DATE OF SURVEY: JANUARY 30, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE OR MISSING ON THIS SURVEY. ALL SHOWN HEREIN ARE AS SHOWN AND NOT GUARANTEED.
- DATE MAP AND NUMBER SURVEYED WITH AN EFFECTIVE DATE OF SURVEY.
- TIME OF SURVEY.
- ACTUAL PROPERTY ACRES EQUALS 66.66 ACRES.

SURVEYORS CERTIFICATE:

TO: MICHIGAN ECONOMIC DEVELOPMENT CORPORATION, THE MARSHALL AREA ECONOMIC DEVELOPMENT AUTHORITY AND CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL THE REQUIREMENTS OF THE MICHIGAN SURVEYING ACT AND THE MICHIGAN ELECTIONS ACT, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF MICHIGAN.

DATE: 02/28/2023

SIGNATURE: J. EVANS

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

SECTION 12, TOWNSHIP 35 NORTH, RANGE 18 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN.

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 18 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN.

SCHEDULE B II EXCEPTIONS:

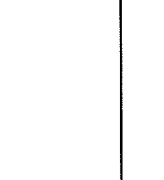
ANY EASEMENT, ENCUMBRANCE, INTEREST, OR OTHER RIGHT IN THE PUBLIC RECORDS, WHETHER THE SAME BEING A MORTGAGE, DEED, CONTRACT, AGREEMENT, OR OTHER INSTRUMENT, WHICH IS NOT SHOWN ON THIS SURVEY, SHALL BE DEEMED TO BE A MATTER OF RECORD AND SHALL BE SUBJECT TO THE RIGHTS OF THE PARTIES TO THE SAME.

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCE, INTEREST, OR OTHER RIGHT IN THE PUBLIC RECORDS, WHICH IS NOT SHOWN ON THIS SURVEY.

NOTE: THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCE, INTEREST, OR OTHER RIGHT IN THE PUBLIC RECORDS, WHICH IS NOT SHOWN ON THIS SURVEY.

UTILITY WARNING!

CONSTRUCTION SHALL BE IN THE POSSESSION OF THE CONSIGNEE, NOT THE SURVEYOR. THE SURVEYOR IS NOT RESPONSIBLE FOR THE LOCATION OF ANY UTILITIES OR FOR THE DEPTH OF ANY UTILITIES. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY UTILITIES.



811 logo and 'Call before you dig' slogan.

811 logo and 'Call before you dig' slogan.

811 logo and 'Call before you dig' slogan.

811 logo and 'Call before you dig' slogan.

811 logo and 'Call before you dig' slogan.

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811 logo and 'Call before you dig' slogan.

Turpin

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

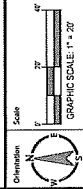
Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

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

16-290-021-03



www.smeinc.com



Project: MARSHALL MICHIGAN MEGASITE

Project location: 13996 13 MILE ROAD, MARSHALL, MI 49033

Survey Name: ALTAIR'S LAND TITLE SURVEY



Table with 2 columns: Description, Quantity

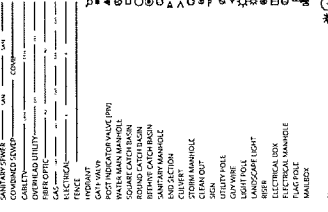
Date: 02/20/2023
SME Project No.: 091434.03

Project Manager: J. EVANS
Field OME: B. JACKSON & J. GLEN
Checked By: J. RUNYON
Reviewed By: S. WILSON
Survey No.: J. EVANS

Sheet No.: 01



EXISTING LEGEND table listing various features like water main, sewer, gas, etc.



Legend for symbols used in the survey diagram.

SURVEYOR'S NOTES: 1. THE BEARING ANGLES FOR THE SITE (L) ARE MICHIGAN STATE PLANE, ZONE 13, UNADJUSTED, INTERPOLATED, BET...

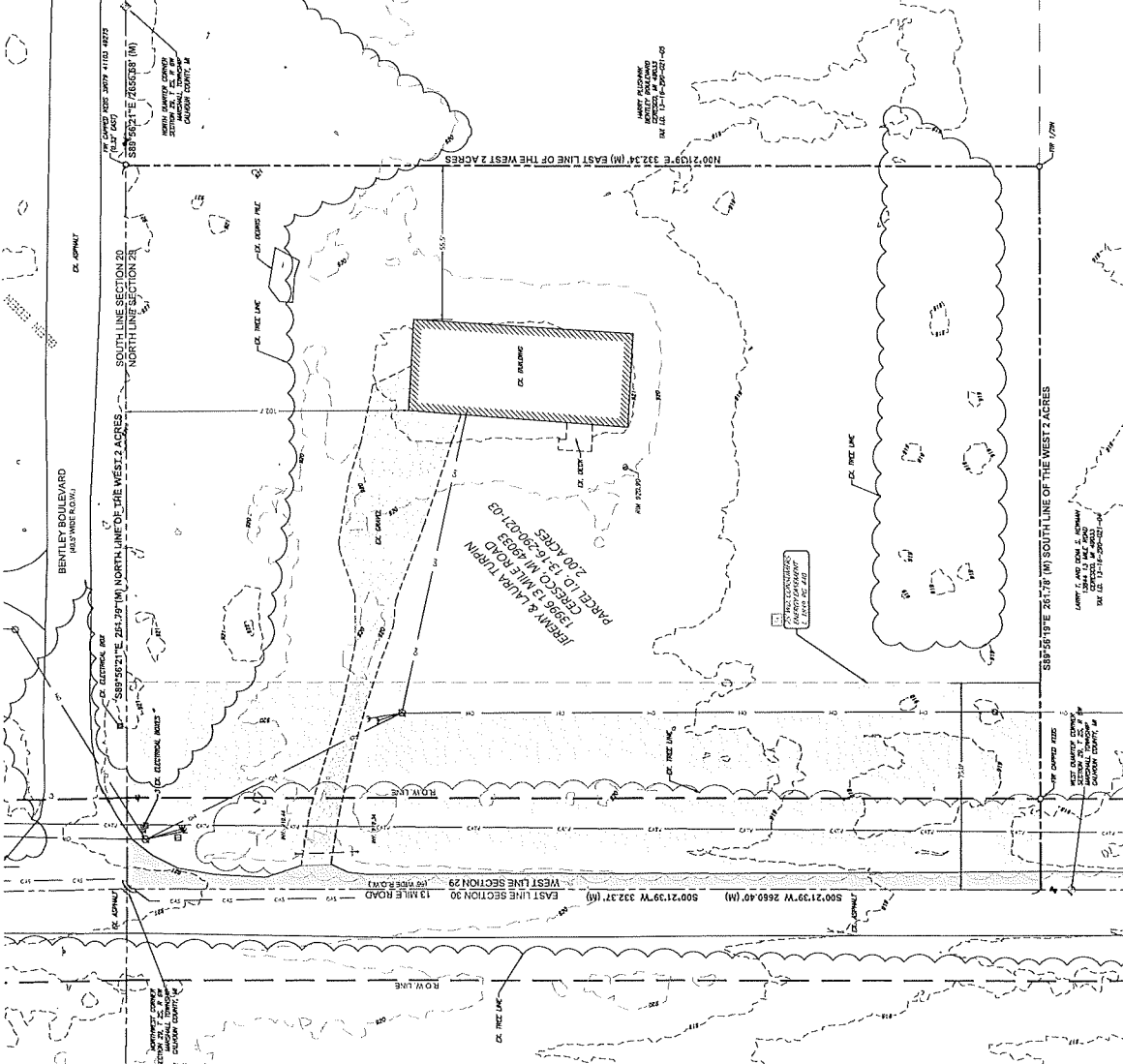
SURVEYOR'S CERTIFICATE: I, JEFFREY EVANS, OF THE COUNTY OF MARSHALL, MICHIGAN, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF MICHIGAN AND HAVE ADVANCED TO THE STATUS OF A LICENSED PROFESSIONAL SURVEYOR...

LEGAL DESCRIPTION:

LAND SITUATED IN THE COUNTY OF MARSHALL, COUNTY OF MARSHALL, MICHIGAN, BEING THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 WEST...

SCHEDULE B II EXCEPTIONS:

- 1. ANY EJECTA, LOTS, ENCUMBRANCES, ERECTIONS, CLAIMS OF OTHER MATTERS THAT APPEAR FROM THE EXISTING RECORDS IN THE PUBLIC RECORDS OR ON THE GROUND ON WHICH ALL OF THE LAND IS TO BE SURVEYED ARE NOT TO BE SURVEYED...



UTILITY WARNING! 811 logo and text: Before any excavation, call 811 to have underground utilities located. Call before you dig.

Baldwin

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

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

16-201-018-00

Isernia

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

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

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

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

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

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

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

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

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
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5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

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

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
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11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

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

16-290-012-00

Wichowski

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

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

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

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

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

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WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

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16-290-015-00

Herman, J

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

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4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

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

16-281-015-00

Herman, C

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

Parcel 1:

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

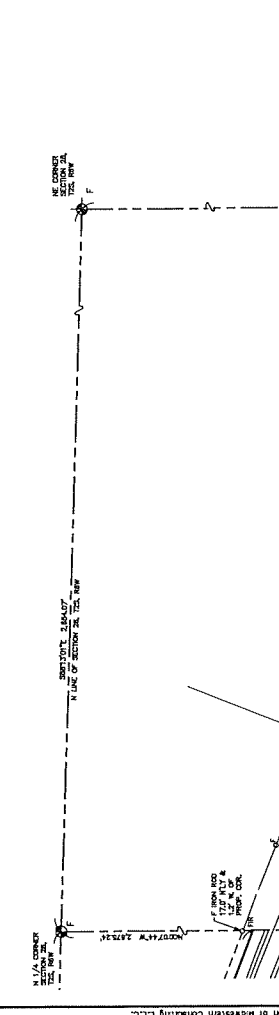
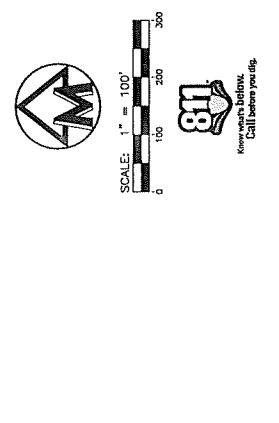
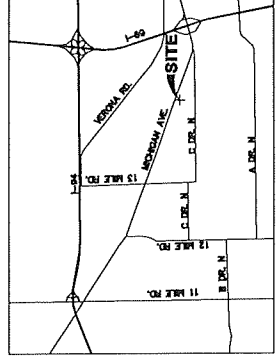
16-281-015-03

Parcel 2:

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

16-281-015-04

CAROL HERMAN ALTA
 LOCATED IN THE NE 1/4 OF SECTION 28, T2S, R5W,
 MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



LEGAL DESCRIPTION
 THE SURVEY WAS PREPARED FOR CAROL HERMAN COMPANY, COMMITMENT NO. 1317302201V,
 DATED DECEMBER 18, 2022 AT 8:59 AM.
 LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF
 MARSHALL,
 THE EAST 305 FEET OF THE WEST 605 FEET OF THAT PART OF THE NORTHEAST 1/4
 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN
 COUNTY, MICHIGAN, Lying SOUTH OF MICHIGAN AVENUE.

EXCEPTIONS
 14. TERMS, CONDITIONS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTY
 AS LIBER 4657, PAGE 457 AFFECTS SUBJECT PARCEL - BLANKET IN NATURE!
 15. RIGHTS OF WAY AND/OR EASEMENTS AND RIGHTS INCIDENTAL THERE TO, AS
 GRANTED TO MICHIGAN TELEPHONE COMPANY IN AN INSTRUMENT RECORDED
 IN PUBLIC RECORDS AS LIBER 151, PAGE 54, DOES NOT AFFECT
 LOCATION.
 16. RIGHTS OF WAY AND/OR EASEMENTS AND RIGHTS INCIDENTAL THERE TO, AS
 GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS
 ENERGY SERVICES) IN AN INSTRUMENT RECORDED AS LIBER 151, PAGE 54, DOES NOT AFFECT
 SUBJECT PARCEL!
 18. TERMS, CONDITIONS, AND CONDITIONS OF INSTRUMENT SET FORTY-AS LIBER 151,
 PAGE 57, AFFECTS SUBJECT PARCEL - BLANKET IN NATURE!
 19. TERMS, CONDITIONS, AND CONDITIONS OF INSTRUMENT SET FORTY-AS LIBER 151,
 PAGE 57, AFFECTS SUBJECT PARCEL - BLANKET IN NATURE!
 20. TERMS, CONDITIONS, AND CONDITIONS OF INSTRUMENT SET FORTY-AS LIBER 151,
 PAGE 57, AFFECTS SUBJECT PARCEL - BLANKET IN NATURE!
 21. TERMS, CONDITIONS, AND CONDITIONS OF INSTRUMENT SET FORTY-AS LIBER 151,
 PAGE 57, AFFECTS SUBJECT PARCEL - BLANKET IN NATURE!
 22. TERMS, CONDITIONS, AND CONDITIONS OF INSTRUMENT SET FORTY-AS LIBER 151,
 PAGE 57, AFFECTS SUBJECT PARCEL - BLANKET IN NATURE!

NOTES
 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY,
 POLICY NO. 1517302201V WITH AN EFFECTIVE DATE OF DECEMBER
 6, 2022 AT 8:59 AM.
 2) THE LEGAL DESCRIPTION DESCRIBED THE SAME PROPERTY AS INSURED IN THE
 TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN
 AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE COUNTY OF
 STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP
 DATED APRIL 4, 2011 FOR COMMUNITY NUMBER 26662, IN CALHOUN COUNTY,
 MICHIGAN.
 4) THERE IS NO EVIDENCE OF CHANGES IN CONSTRUCTION, BUILDING
 CONSTRUCTION, OR BUILDING ADDITIONS.
 5) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT
 OF WAY LINES. IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR
 THEREAFTER, THE SURVEYOR WILL BE RESPONSIBLE FOR UPDATING THE
 SPRAWL CONSTRUCTION OR IMPROVEMENTS OBSERVED IN THE PROCESS OF
 CONDUCTING THE FIELDWORK.
 6) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR
 SERVITUDES AS SHOWN ON THIS SURVEY.
 7) THERE IS NO OBSERVED EVIDENCE OF THE BEING USED AS A SOLID WASTE
 DUMP, SAND OR GRAVEL QUARRY,
 8) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CENTERLINES ARE LOCATED
 ON THE PARCEL HEREIN DESCRIBED.

LEGEND

- DIST. UTILITY POLE
- DIST. DRAINAGE UTILITY LINE
- DIST. AT&T LINE
- TELEPHONE RISER
- CITY WIRE
- CABLE TELEVISION RISER
- FOUND IRON PIPE
- FIBER OPTIC MARKER
- SECTION CORNER
- FOUND IRON PIPE
- EXCEPTION EASEMENT

BASIS OF BEARINGS
 BASED ON BEARINGS BASED ON GLOBAL POSITIONING SYSTEM
 OBSERVATIONS

SURVEYORS CERTIFICATE
 I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Michigan, and that I am the Surveyor of the above described land, and that I have personally conducted the survey and that the same is true and correct to the best of my knowledge and belief, and that I have not been convicted of any crime involving dishonesty or fraud, and that I am not under any legal disability, and that I am not a party to any litigation involving the subject matter of this certificate, and that I have not been disciplined by any professional organization, and that I have not been suspended or debarred from practicing as a Surveyor in the State of Michigan, and that I have not been convicted of any crime involving dishonesty or fraud, and that I am not under any legal disability, and that I am not a party to any litigation involving the subject matter of this certificate, and that I have not been disciplined by any professional organization, and that I have not been suspended or debarred from practicing as a Surveyor in the State of Michigan.

DATE: February 17, 2023
BY: Harold L. Hastings, PLS, No. 78277

PROFESSIONAL SURVEYOR
 HAROLD L. HASTINGS
 MICHIGAN PROFESSIONAL SURVEYORS BOARD

THE UNDERSIGNED UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE UNDERGROUND UTILITIES SHOWN COMPRISE OF ALL SUCH UTILITIES IN THE AREA SHOWN OR IN THE NEARBY AREAS, INCLUDING BUT NOT LIMITED TO, GAS, WATER, SEWER, AND TELEPHONE LINES. THE SURVEYOR DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE UTILITIES SHOWN OR IN THE NEARBY AREAS, AND ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

Pluskovic

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN ,)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

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

16-290-021-05

NEUMAN

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

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

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

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

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

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

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

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

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
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Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

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

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

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
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11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

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

16-290-021-04

Stantz

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

Parcel 1:

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

16-281-015-01

Parcel 2:

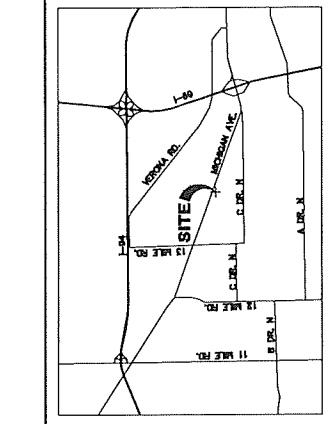
The West 330 feet of the part of the Northeast Quarter of Section 28, Town 2 South, Range 6 West, lying South of Michigan Avenue extended (formerly known as U.S. 12 and M-17), the South line of said Michigan Avenue being the South line of premises first conveyed by Deed recorded in Liber 177 of Deeds,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

16-281-015-02

Parcel 3:

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

16-281-015-05

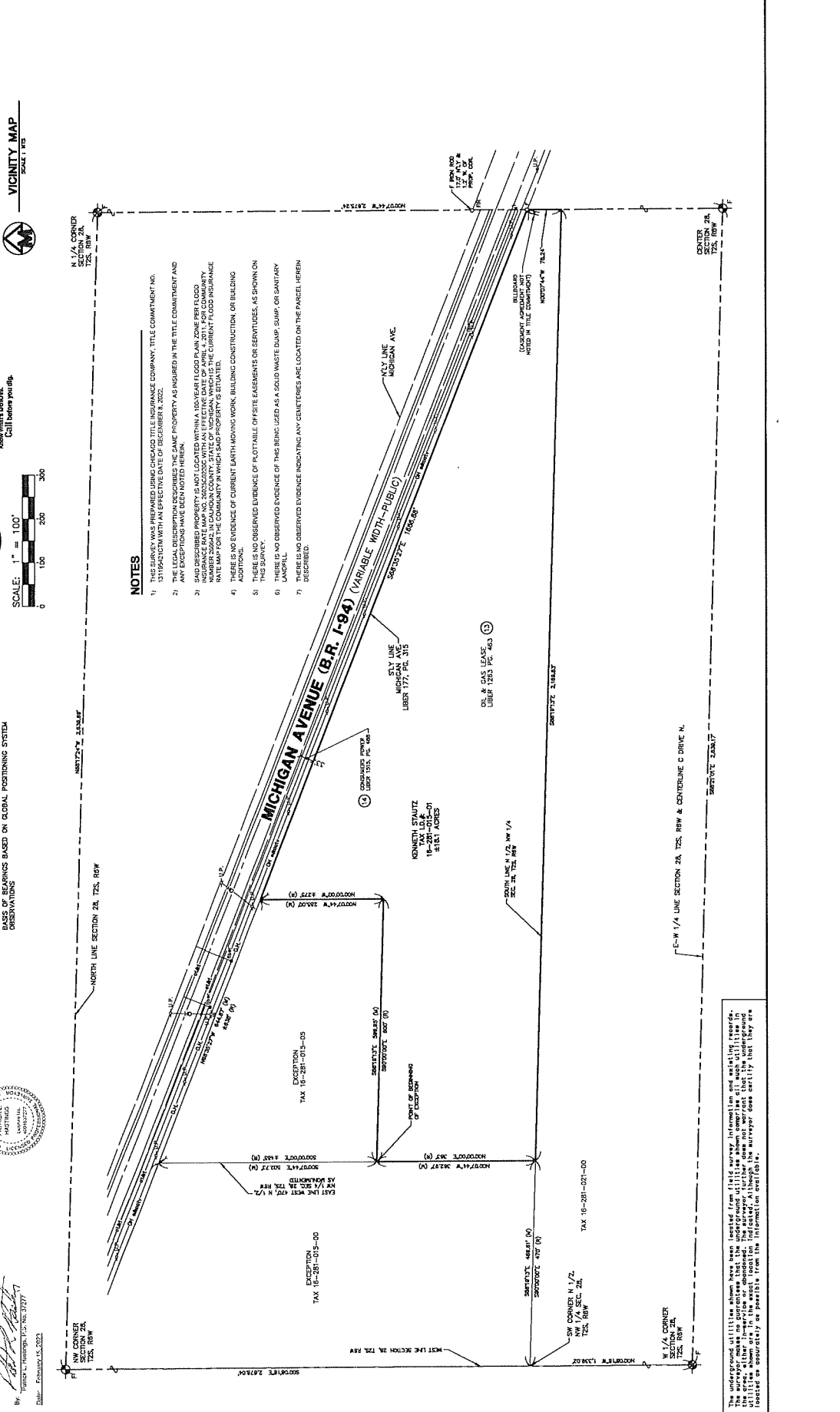


- LEGEND**
- EXIST. UTILITY POLE
 - EXIST. OVERHEAD UTILITY LINE
 - SECTION CORNER
 - EXIST. ALIEN LINE
 - FIBER OPTIC MARKER
 - FOUND IRON ROD
 - EXCEPTION EASEMENT

EXCEPTIONS

13. TERMS, COVENANTS, AND CONDITIONS OF WARRANTY DEED SET FORTH AS RECORDED IN LIBER 1263, PAGE 463. (AFFECTS SUBJECT PARCEL - BLANKET IN MATTER)
14. TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM IN PARCELS 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - PLOTTED AS SHOWN)
16. AN OPTION TO PURCHASE SAID LAND WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS AS SET FORTH THEREIN RECORDED UNDER 1987-1988, PAGE 808.
17. THE BRIDGE OF DRIVE NORTH (AS TO PARCELS 3) AND WEST MICHIGAN AVENUE (M 90) (AS TO PARCELS 1, 2, AND 3).

BASIS OF BEARINGS
 BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS



LEGAL DESCRIPTION
 (PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 1311862302A, DATED: JANUARY 24, 2023 AT 8:00 AM)
 LAND SITUATED IN THE STATE OF MICHIGAN, CALHOUN COUNTY, TOWNSHIP OF MARSHALL

PARCELS 1; THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2S, RANGE 9W, WEST LING SOUTHERLY TO THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28, THENCE EAST 470 FEET, THENCE NORTH 80 FEET TO THE POINT OF BEGINNING, THENCE EAST 800 FEET, THENCE NORTH 270 FEET, THENCE WEST 80 FEET, THENCE NORTH TO THE POINT OF BEGINNING, THENCE SOUTH 485 FEET MORE OR LESS TO THE POINT OF BEGINNING.

13-16-281-015-01

SURVEYORS CERTIFICATE
 For Michigan Economic Development Corporation, Two Michigan Square, Land, Michigan Land Company
 I, the undersigned, being duly qualified and sworn to as a Professional Land Surveyor in accordance with the 2024 Michigan Standard Detail Requirements for ALTA/NSP Land Title Surveys, jointly and severally warrant and certify that the foregoing is a true and correct statement of the facts as shown on the attached plat, and that the same was prepared by me or under my direct supervision and control, and that I am a duly licensed and sworn Professional Land Surveyor in the State of Michigan, License No. 23737.

By: *[Signature]*
 Date: February 15, 2023

- NOTES**
1. THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 1311862302A WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022. ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
 2. THE LEGAL DESCRIPTION DESCRIBED THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
 3. SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN, ZONE PER FLOOD INSURANCE RATE MAP FOR CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
 4. THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
 5. THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
 6. THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
 7. THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

Sackrider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

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

PARCEL 1:

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

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

PARCEL 2:

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

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

PARCEL 3:

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

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

PARCEL 4:

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

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

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

PARCEL 5:

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

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

PARCEL 6:

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

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

PARCEL 7:

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

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

