

**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, Marlene J Glotfelty, successor trustee of the Phillip R. Glotfelty, III Revocable Trust, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer 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 February 28, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

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

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

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

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

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

WITNESSES:

CITY OF MARSHALL

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

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

STATE OF MICHIGAN        )  
   )ss  
 COUNTY OF CALHOUN        )

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

\_\_\_\_\_  
 \_\_\_\_\_

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

WITNESSES:

MARSHALL TOWNSHIP

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF MICHIGAN )

)ss

COUNTY OF CALHOUN )

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

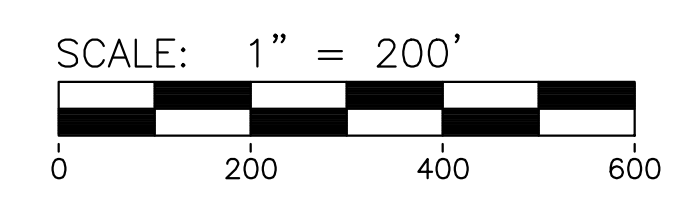
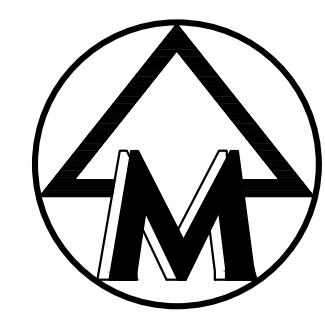
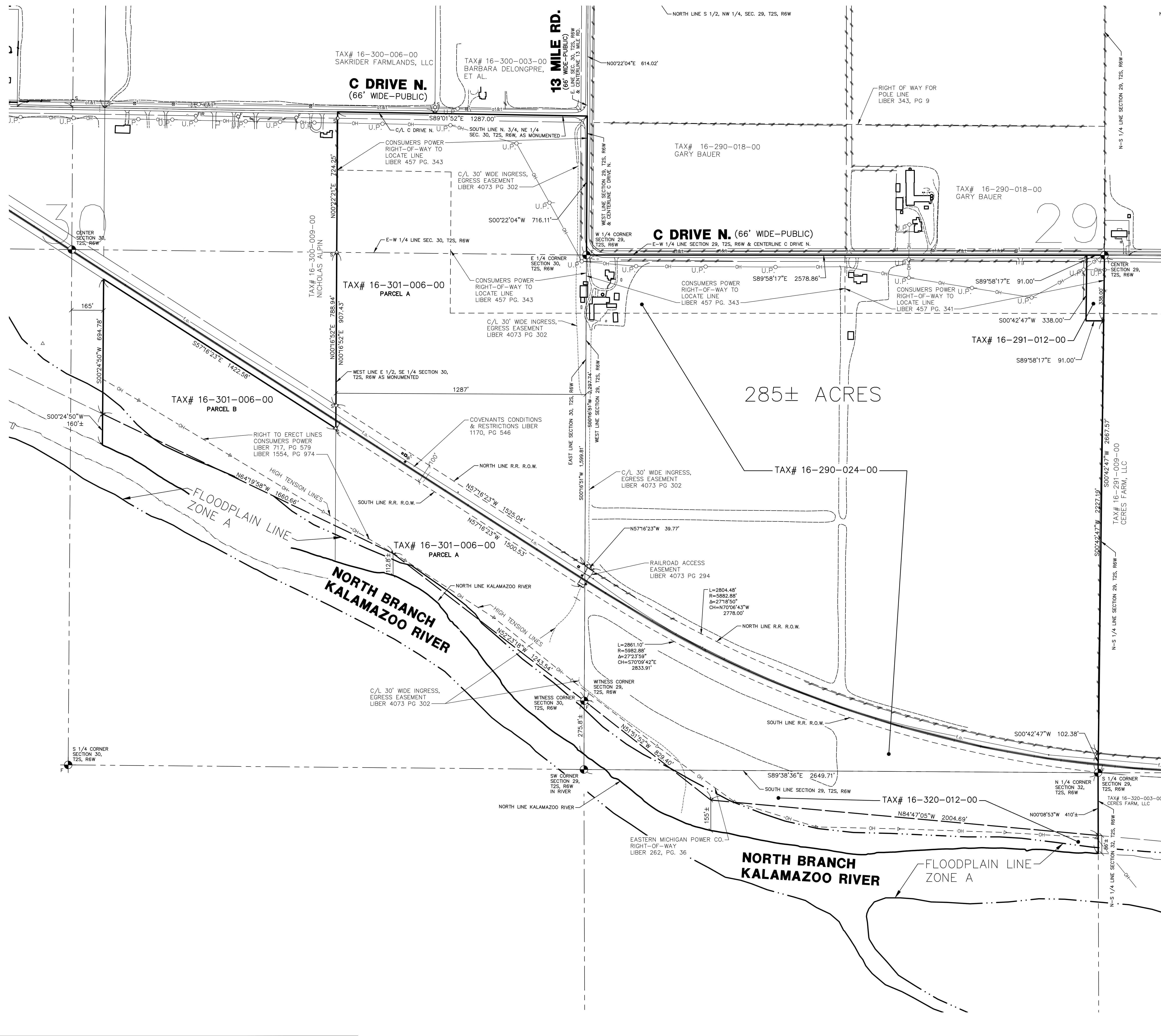
\_\_\_\_\_

\_\_\_\_\_

Notary Public, Calhoun County, MI

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





**LEGEND**

- △ EXIST. HIGH TENSION TOWER
- U.P. EXIST. UTILITY POLE
- GUY WIRE
- OH EXIST. OVERHEAD UTILITY LINE
- TELEPHONE RISER
- FENCE
- F FOUND IRON PIPE
- F FOUND MONUMENT
- S SET IRON ROD
- FIR FOUND IRON ROD
- SECTION CORNER

**NOTES:**

- 1) This survey was prepared using Chicago Title Insurance Company Commitment No. 131195915CML, Dated December 8, 2022.
- 2) The parcel herein described is in Zone X, the area determined to be outside the 0.2% annual chance floodplain. River area is in Zone A, Special Flood Hazard Area subject to inundation by the 1% annual chance flood, no base flood elevations determined, per Federal Emergency Management Agency flood insurance rate map # 260250020C, effective date, April 4, 2011.
- 3) There is no evidence of current earth moving work, building construction or building additions.
- 4) There is no evidence of changes that will be made to the existing right-of-way lines or sidewalks in the near future.



**SURVEY CERTIFICATION**

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

This is to certify that this map or plat and survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 8, 13, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on December 9, 2022.

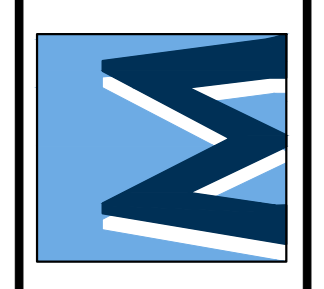
January 12, 2023.

*Patrick L. Hastings*  
Patrick L. Hastings, P.S. #400103727

M:\Projects\16-301-006-00\16-301-006-00.dwg, 1/12/23, 10:00 AM, Pat Hastings, None  
Copyright © 2023 Midwestern Consulting LLC. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting LLC.

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

**MIDWESTERN CONSULTING**  
384 Plaza Drive, Ann Arbor, Michigan 48108  
(734) 995-0000 • www.midwesternconsulting.com  
Land Development • Land Survey • Institutions • Municipal  
Wireless Communications • Transportation • Utility Services



CLIENT

**GLOTFELTY SITE**  
ALTA/NSPS LAND TITLE SURVEY OF 285±/- ACRES OF LAND  
LOCATED IN SECTIONS 29, AND 30, T2S, R6W,  
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

**1**

DATE: 1/12/23	REV. DATE:
SHEET: 1 OF 2	REV. DATE:
CADD:	REV. DATE:
ENG: PHH	REV. DATE:
DRAWN: GLOTFELTY	REV. DATE:
CHECKED: PHH	REV. DATE:
DATE: 1/12/23	REV. DATE:
JOB NO.: 22367	REV. DATE:
REVISIONS:	REV. DATE:



**LEGAL DESCRIPTION**

13-16-290-024-00

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

The East 1/2 of the Southwest 1/4 of Section 29, Town 2 South, Range 6 West. Except: Commencing at the center of said Section 29, Town 2 South, Range 6 West and running thence South along the North and South 1/4 line of said Section, 338 feet; thence due West parallel with the East and West 1/4 line of said Section, 91 feet; thence North 0 degrees 48 minutes 30 seconds East 338 feet to the East and West 1/4 line of said Section; thence due East along the said East and West 1/4 line 91 feet to the place of beginning. Also, the West 1/2 of the Southwest 1/4 of Section 29, Town 2 South, Range 6 West.

ADDRESS: 13024 C Dr N, Marshall, MI 49068

BEING SUBJECT TO:

11. Easement rights in favor of any and all utility companies, public or otherwise, over and across the Land for the location, servicing and maintenance of facilities located on, over or under said Land, if any.

12. Right(s) of Way and/or Easement(s) for the purpose(s) shown and rights incidental thereto as shown in the document recorded in Liber 4073 page 302, for purpose of ingress and egress. The exact location and extent of said easement is not disclosed of record. (PLOTTED)

13. Rights of the public to any portion of the Land lying within the bounds of any street, road, alley or highway.

14. Terms, Covenants, and Conditions of Railroad Crossing Access Easement Agreement set forth in Liber 4073 page 294. (PLOTTED)

15. Terms, Covenants, and Conditions of Quit Claim Deed set forth in Liber 1170 page 546. (PLOTTED)

16. Railroad line, switches and spur tracks, if any, and all rights therein.

17. Right(s) of Way and/or Easement(s) for the purpose(s) shown and rights incidental thereto as shown in the document recorded in Liber 1078 page 440 and in Liber 1096 page 586, for railroad. The exact location and extent of said easement is not disclosed of record.

18. Flowage rights reserved in document recorded in Liber 1078 page 440. (LOCATION & EXTENT NOT DISCLOSED)

19. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) in a document recorded in Liber 1078 page 440 and in Liber 1096 page 586. (LOCATION & EXTENT NOT DISCLOSED)

23. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, dated February 3, 1983, Philip R. Giotfelty and Marlene Giotfelty, husband and wife, lessor, J.O. Mutch, lessee, recorded on February 25, 1983, in Liber 1268 page 155.

24. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, dated February 3, 1987, Philip Giotfelty and Marlene Giotfelty, husband and wife, lessor, Russell Van Belois, Inc., lessee, recorded on December 1987, in Liber 1359 page 205.

25. Terms, Covenants, and Conditions of Memorandum of Option to purchase property set forth in Liber 4672 page 748.

26. Terms, Covenants, and Conditions of Memorandum of Option to purchase property set forth in Liber 4610 page 52. (expired August 4, 2022)

27. Terms, Covenants, and Conditions of Memorandum of Option to purchase property set forth in Liber 4394 page 937. (expired August 4, 2022)

28. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of waters of Kalamazoo River.

29. Rights, if any, of riparian owners and the public to use the surface, subsurface and bed of the adjoining lake/river/creek for purposes of navigation and recreation.

13-16-291-012-00

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

Commencing at the center of said Section 29, Town 2 South, Range 6 West and running thence South along the North and South 1/4 line of said Section 338 feet; thence due West parallel with East and West 1/4 line of said Section, 91 feet; thence North 0 degrees 48 minutes 30 seconds East 338 feet to the East and West 1/4 line; thence due East along the said East and West 1/4 line, 91 feet to the place of beginning.

ADDRESS: 13490 C Dr N, Marshall, MI 49068

BEING SUBJECT TO:

8. Easement rights in favor of any and all utility companies, public or otherwise, over and across the Land for the location, servicing and maintenance of facilities located on, over or under said Land, if any.

12. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.

13. Rights of the public to any portion of the Land lying within the bounds of any street, road, alley or highway.

14. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) in a document recorded in Liber 457 page 341. (PLOTTED)

15. Terms, Covenants, and Conditions of Memorandum of Option to purchase property set forth in Liber 4610 page 52. (expired August 4, 2022)

13-16-301-006-00

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

Parcel A: That part of the East 1/2 of the Southeast 1/4 of Section 30, North of the Kalamazoo River. Also that part of the Southeast 1/4 of the Northeast 1/4 of Section, South of the center of highway leading to the Village of Ceresco, all in Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan.

Parcel B: All that part of the East 1/2 of Section 30, Town 2 South, Range 6 West, bounded on the North by the Southerly right of way line of the Penn Central Transportation Company (formerly MCRP) and bounded on the South by the Kalamazoo River. Excepting therefrom the East 1287.00 feet and the West 165 feet thereof.

ADDRESS: C Drive North vacant land, Marshall, MI 49068

BEING SUBJECT TO:

11. Easement rights in favor of any and all utility companies, public or otherwise, over and across the Land for the location, servicing and maintenance of facilities located on, over or under said Land, if any.

15. Terms, Covenants, and Conditions of Memorandum of Option to Purchase Property set forth in Liber 4672 page 748. (expired August 4, 2023)

16. Terms, Covenants, and Conditions of Memorandum of Option to Purchase Property set forth in Liber 4610 page 52. (expired August 4, 2023)

17. Terms, Covenants, and Conditions of Memorandum of Option to Purchase Property set forth in Liber 4394 page 937. (expired August 4, 2022)

18. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document, granted to Enbridge Energy, Limited Partnership for ingress and egress, recorded in Liber 4073 page 302. (PLOTTED)

19. Railroad line, switches and spur tracks, if any, and all rights therein.

20. Flowage rights reserved in document recorded in Liber 1078 page 440. (LOCATION & EXTENT NOT DISCLOSED)

21. Rights of the public to any portion of the Land lying within the bounds of any street, road, alley or highway.

22. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) revealed in a document recorded at Liber 1078 page 440. (LOCATION & EXTENT NOT DISCLOSED)

23. Easement for Access as recorded in Liber 3971 on page 888; partially release in Liber 4073 on page 310. (LOCATION & EXTENT NOT DISCLOSED)

24. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) in documents recorded in Liber 262 page 36 and Notice of Claim recorded in Liber 717 on page 579 and in Liber 1554 page 974. (PLOTTED)

25. Terms, Covenants, and Conditions of Quit Claim Deed set forth in Liber 4073 page 289. (BLANKET)

26. Terms, Covenants, and Conditions of Railroad Crossing Access Easement Agreement set forth in Liber 4073 page 294. (PLOTTED)

27. No recorded Easement for ingress and egress to an established street or highway in favor of the Land is found by reference to county maps or the recorded chain of title, as to Parcel B.

28. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, dated February 3, 1987, Philip Giotfelty and Marlene Giotfelty, husband and wife, lessor, Russell Van Belois, Inc., lessee, recorded on December 10, 1987, in Liber 1359 page 205. (BLANKET)

29. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, dated February 10, 1983, Thomas W. Darling, a single man, lessor, Russ Van Belois, lessee, recorded on February 25, 1983, in Liber 1288 page 159. (BLANKET)

30. Notice of Claim of Interests in Oil and Gas by Consumers Power Company as revealed by document recorded in Liber 1515 on page 488. (BLANKET)

31. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of waters of Kalamazoo River.

32. Rights, if any, of riparian owners and the public to use the surface, subsurface and bed of the adjoining lake/river/creek for purposes of navigation and recreation.

13-16-320-012-00

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

he East 1/2 of the Northwest 1/4 of Section 32 lying North of the Kalamazoo River, in Town 2 South, Range 6 West. Also that part of the West 1/2 of the North fraction of the Northwest 1/4 of Section 32, North of the Kalamazoo River.

ADDRESS: C Drive North vacant land, Marshall, MI 49068

BEING SUBJECT TO:

11. Easement rights in favor of any and all utility companies, public or otherwise, over and across the Land for the location, servicing and maintenance of facilities located on, over or under said Land, if any.

15. Terms, Covenants, and Conditions of Memorandum of Option to Purchase Property set forth in Liber 4672 page 748. (BLANKET)

16. Terms, Covenants, and Conditions of Memorandum of Option to Purchase Property set forth in Liber 4610 page 52 (expired August 4, 2022).

17. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) revealed in a document recorded at Liber 1078 page 440. (LOCATION & EXTENT NOT DISCLOSED)

18. Flowage rights reserved in document recorded in Liber 1078 page 440. (LOCATION & EXTENT NOT DISCLOSED)

19. Railroad line, switches and spur tracks, if any, and all rights therein.

20. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document, granted to Penn Central Corporation, recorded in Liber 3308 page 265. (LOCATION & EXTENT NOT DISCLOSED)

21. Terms, Covenants, and Conditions of Railroad Crossing Access Easement Agreement set forth in Liber 4073 page 294. (PLOTTED)

22. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document, granted to Enbridge Energy, Limited Partnership for ingress and egress, recorded in Liber 4073 page 302. (PLOTTED)

23. No recorded Easement for ingress and egress to an established street or highway in favor of the Land is found by reference to county maps or the recorded chain of title.

24. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, dated February 3, 1987, Philip Giotfelty and Marlene Giotfelty, husband and wife, lessor, Russell Van Belois, Inc., lessee, recorded on December 10, 1987, in Liber 1359 page 205. (BLANKET)

25. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of waters of Kalamazoo River.

26. Rights, if any, of riparian owners and the public to use the surface, subsurface and bed of the adjoining lake/river/creek for purposes of navigation and recreation.

**GLOTFELTY SITE**

ALTA/NSPS LAND TITLE SURVEY OF 285+/- ACRES OF LAND LOCATED IN SECTIONS 29, AND 30, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

**2**

JOB No.	<b>22367</b>
DATE	1/12/23
REV. DATE	
REVISIONS	
SHEET	2 OF 2
CDD	
ENG	PJH
CHK	2023-01-12
DATE	

CLIENT



**MIDWESTERN CONSULTING**  
3846 Plaza Drive, Ann Arbor, Michigan 48108  
(734) 995-0000 • www.midwesternconsulting.com  
Land Development • Land Survey • Institutions • Municipal  
Wildlife Communications • Transportation • Utility Services

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



January 20, 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

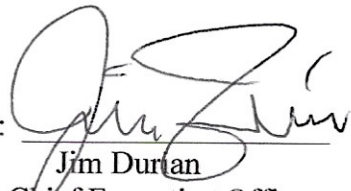
Dear Mr. Perry:

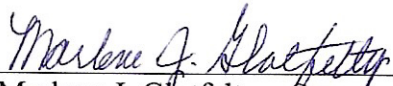
As the Successor Trustee for the Phillip R. Glotfelty, III Revocable Trust dated July 27, 2007 ("Trust"), I previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property effective January 9, 2023, with an expected closing on or about February 7, 2023. As the Successor Trustee, joined by MAEDA as the buyer of the Property, I am hereby requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from the Trust to MAEDA.

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

Respectfully submitted,

Marshall Area Economic  
Development Alliance

By:   
Jim Duran  
Its: Chief Executive Officer

  
Marlene J. Glotfelty – Successor Trustee  
Phillip R. Glotfelty, III Revocable Trust  
Dated July 27, 2007

Cc: Mr. David Bosserd – Marshall Township Supervisor  
Mr. Fred Rolf – Attorney for Seller