

**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, Andrew S. Lapp, Jr, trustee of the Andrew Lapp Living 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 (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)

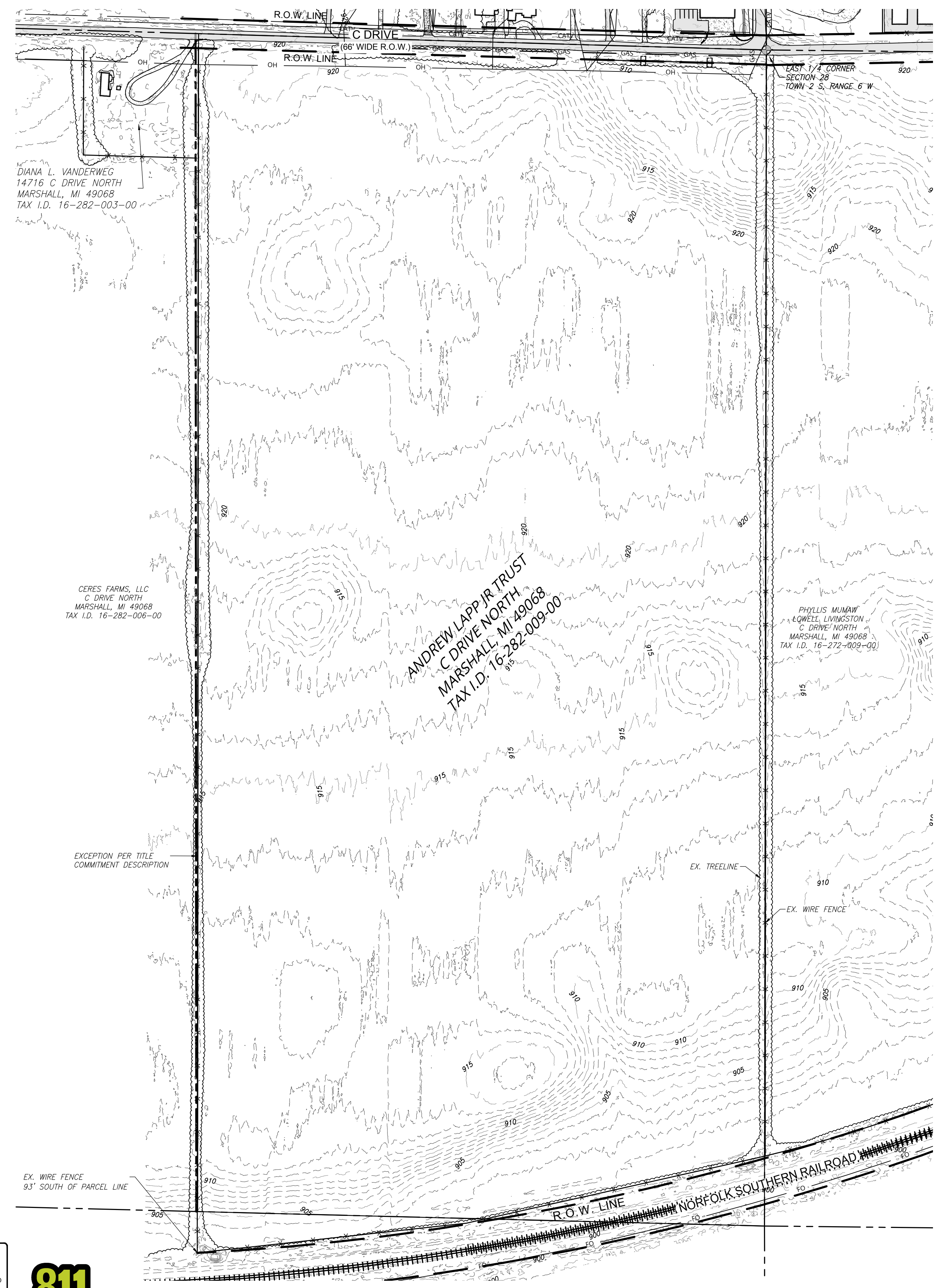
)ss

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 _____



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

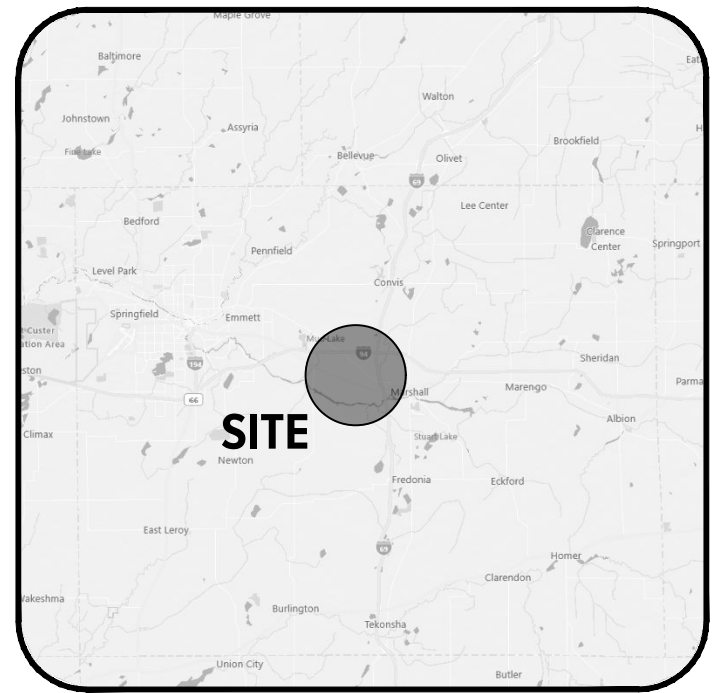
CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR NEARBY STRUCTURES, NOR OF OTHER PERSONS.



LEGAL DESCRIPTION FOR PARCEL ID 13-16-282-009-00:
 (PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131195424CTM, WITH AND EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM)

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

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, EXCEPTING A STRIP OF LAND ABOUT 2 RODS IN WIDTH EAST AND WEST BY 160 RODS IN LENGTH NORTH AND SOUTH OFF FROM THE ENTIRE WEST SIDE THEREOF.



LOCATION MAP
 NOT TO SCALE

EXISTING LEGEND

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

SCHEDULE B II EXCEPTIONS:
 (PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131195424CTM, WITH AND EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM)

1. FUTURE ADVANCE MORTGAGE UNDER THE TERMS THEREOF, FROM ANDREW LAPP JR. AND RAQUEL LAPP, HUSBAND AND WIFE AND ANDREW S. LAPP JR., TRUSTEE OF THE ANDREW LAPP JR. LIVING TRUST DATED MARCH 17, 2016, MORTGAGOR, TO GREENSTONE FARM CREDIT SERVICES, FLCA, MORTGAGEE, DATED NOVEMBER 14, 2018, RECORDED ON NOVEMBER 29, 2018, IN LIBER 4280 PAGE 751. THIS MORTGAGE CONTAINS A REVOLVING CREDIT FEATURE. **(NOT A SURVEY MATTER)**
2. PERSONAL PROPERTY TAXES NOT EXAMINED. **(NOT A SURVEY MATTER)**
 NOTE: PRINCIPAL RESIDENCE EXEMPTION AND SCHOOL DISTRICT INFORMATION IS PROVIDED TO THE COMPANY AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE ACCURACY OF SAME IS NEITHER GUARANTEED NOR INSURED.
 2022 WINTER TAXES DUE IN THE AMOUNT OF \$1,141.30 IF PAID BY FEBRUARY 14, 2023
 2022 SUMMER TAXES PAID IN THE AMOUNT OF \$1,559.36
 STATE EQUALIZED VALUE: \$278,800.00, (2022)
 TAXABLE VALUE: \$76,152.00, (2022)
 PRINCIPAL RESIDENCE EXEMPTION: 100.00%
 SPECIAL ASSESSMENTS: NONE
 SCHOOL DISTRICT: MARSHALL
 TAX IDENTIFICATION NUMBER: 13-16-282-009-00
3. NOTE: THE FOLLOWING EXCEPTION WILL APPEAR ON ANY POLICY, "NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE INSURED PREMISES." **(NOT A SURVEY MATTER)**
4. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A SURVEY MATTER)**
 - a. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
 - b. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **(AS SHOWN HEREIN)**
 - c. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. **(AS SHOWN HEREIN)**
 - d. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
 - e. ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. **(NOT A SURVEY MATTER)**
 - f. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
5. NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. **(NOT A SURVEY MATTER)**
6. THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THE LAND. **(NOT A SURVEY MATTER)**
7. TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. **(NOT A SURVEY MATTER)**
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. **(AS SHOWN HEREIN)**
9. RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. **(NOT A SURVEY MATTER)**
10. ANY RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE OR BE ASSERTED UNDER OR PURSUANT TO THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930, AS AMENDED, 7 USC 499A ET SEQ., THE PACKERS AND STOCKYARD ACT OF 1921, AS AMENDED, 7 USC 181 ET SEQ., OR ANY SIMILAR STATE LAWS. **(NOT A SURVEY MATTER)**
11. ANY AND ALL OIL, GAS AND MINERAL RIGHTS AND RESERVATIONS OF EVERY KIND AND NATURE WHETHER RECORDED OR UNRECORDED AND ALL RIGHTS PERTINENT THERETO. **(NOT A SURVEY MATTER)**
12. THE COMPANY MAKES NO REPRESENTATION AS TO THE AMOUNT OF ACREAGE CONTAINED WITHIN THE LAND DESCRIBED IN SCHEDULE A. **(NOT A SURVEY MATTER)**
13. TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION TO PURCHASE PROPERTY SET FORTH IN LIBER 4680 PAGE 585. **(NOT A SURVEY MATTER)**
14. TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT ATTESTING QUALIFIED AGRICULTURAL PROPERTY SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY SET FORTH IN LIBER 4340 PAGE 187. **(NOT A SURVEY MATTER)**
15. RAILROAD LINE, SWITCHES AND SPUR TRACKS, IF ANY, AND ALL RIGHTS THEREIN. **(NOT A SURVEY MATTER)**
16. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY. **(NOT A SURVEY MATTER)**
- 17.

SURVEYORS NOTES:

1. THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
2. DATE OF SURVEY: DECEMBER 2022 AND JANUARY 2023.
3. SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
4. DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
5. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
6. SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C022C, WITH AN EFFECTIVE DATE OF 04/04/2011.
7. NO EVIDENCE OF RECENT EARTH WORK WAS OBSERVED DURING THE SURVEY.
8. ACTUAL PROPERTY ACREAGE EQUALS 78.57 ACRES.

SURVEYORS CERTIFICATE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 11(a), 13, 15, AND 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 01/27/2023.

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



Orientation: N
 Scale: 0' 150' 300'
 GRAPHIC SCALE: 1" = 150'

Project
MARSHALL MICHIGAN MEGASITE

Project Location
MARSHALL TOWNSHIP, CALHOUN COUNTY, MI

Sheet Name
ALTA/NSPS LAND TITLE SURVEY



Revisions

REV	ISSUED FOR	DATE	BY

Key Map

Date: **01/31/2023**

SME Project No. **091434.03**

Project Manager: **J. EVANS**

Field Chief: **B. JACKSON**

CADD: **J. RUNYON**

Checked By: **S. WILSON**

Reviewed By: **J. EVANS**

Sheet No. **01**

DRAWING NOTE: SCALE DERIVED FROM 34" X 34" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE PAPER.
 NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME © 2022

January 9, 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:

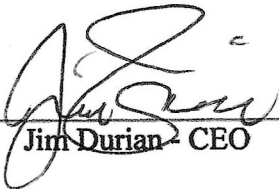
As Trustee of the Andrew Lapp Jr. Living Trust, dated March 17, 2016, I previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property with an expected closing date no later than February 28, 2023. As the owner of the Property, joined by MAEDA as the buyer of the Property, I am hereby requesting, and my request is effective subject to closing the sale of the Property to MAEDA, 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 Durian CEO



Andrew S. Lapp, Jr., trustee of the Andrew Lapp Jr
Living Trust, dated March 17, 2016

Cc: Mr. David Bosserd – Marshall Township Supervisor
Mr. David Degraw