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 Phyllis Mumaw and Lowell H. Livingston, Trustee of the Lowell H. Livingston Management 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	
		Ву: _	Derek N. Perry, City Manager	-
		Ву: _	Michelle Eubank, Clerk	-
STATE OF MICHIGAN)			
COUNTY OF CALHOUN)ss)			

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
			Ву:	David Bosserd, Supervisor
			Ву:	Jeff Albaugh, Clerk
STATE OF MICHIGAN)	,		
COUNTY OF CALHOUN))ss		

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

Notary Public, Calhoun County, MI

My commission expires _____

Schedule 1

SURVEY SKETCH

SURVEY SKETCH OF A PARCELS OF LAND IN THE NW 1/4 OF SECTION 34, T2S, R6W, TOWNSHIP OF MARSHALL, CALHOUN COUNTY, MICHIGAN



(PER CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 131195426CTM, DATED: 12/08/2022)

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

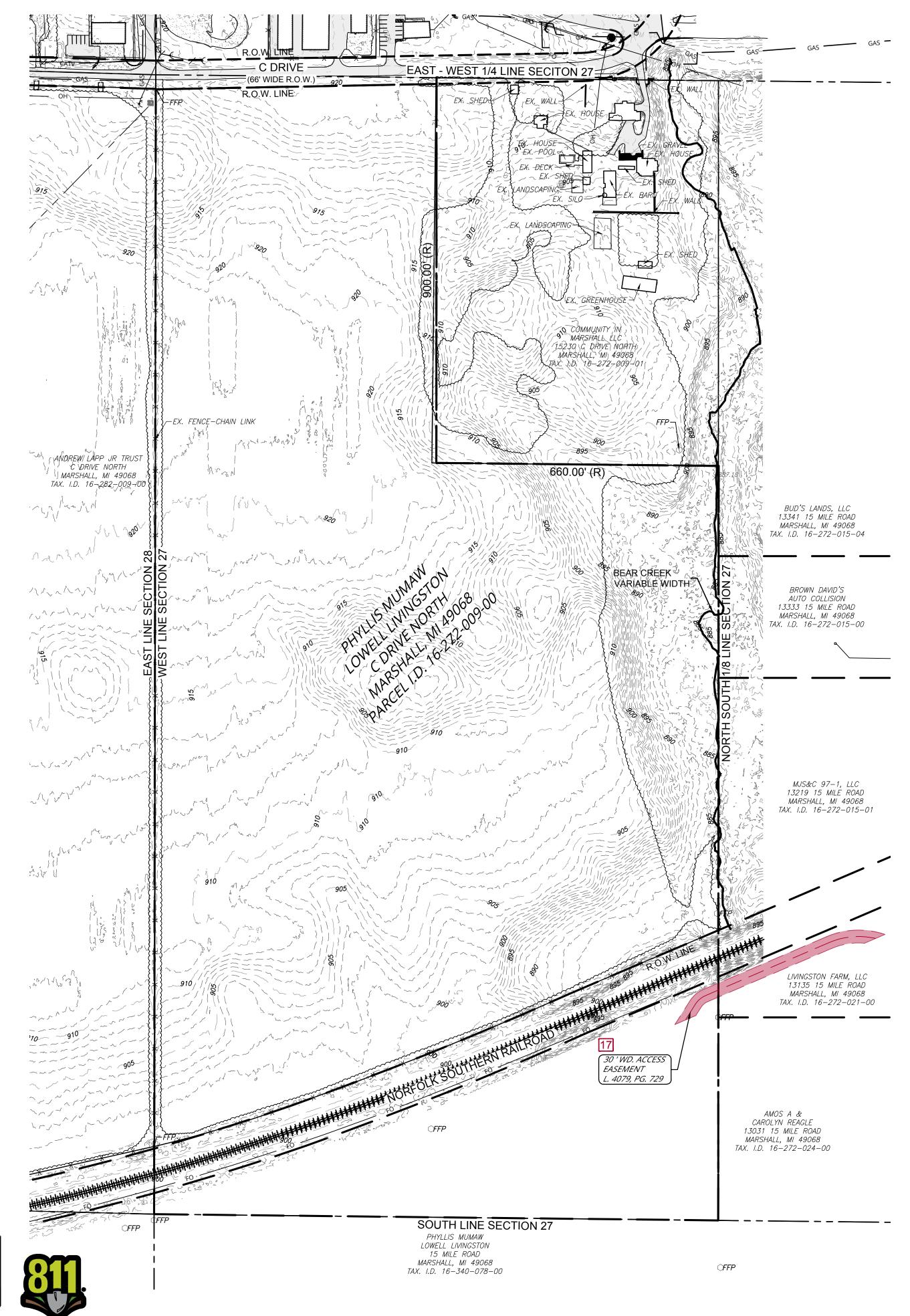
THE NORTH FRACTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 2 SOUTH, RANGE 6 WEST, BEING THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34 LYING WESTERLY OF THE HIGHWAY AND NORTH OF THE RIVER

EXCEPTIONS

- 13. TERMS, COVENANTS, AND CONDITIONS OF QUIT CLAIM DEED SET FORTH AS LIBER 4079, PAGE 725.
- 14. TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTERESTS IN OIL AND GAS SET FORTH AS LIBER 1515, PAGE 488.
- 15. TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT ATTESTING THAT QUALIFIED AGRICULTURAL PROPERTY OR QUALIFIED FOREST SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY SET FORTH AS LIBER 4016, PAGE 90.
- 16. TERMS, COVENANTS, AND CONDITIONS OF ACCESS EASEMENT AGREEMENT SET FORTH AS LIBER 4079, PAGE 729. (DOES NOT AFFECT SUBJECT PARCEL)
- 17. TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4655, PAGE 0663.
- 19. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
- 20. 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.
- 21. 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.

тне D ТАХ 16-272	ECTION 34 T2S. R6W N89'22'02"W 2,636.90' 45'	CKINAC RAILROAD CO.
CLIENT: CALHOUN COUNTY	DATE: 2/3/2023	
JOB NO.: 22367	SHEET 1 OF 1	
SECTION: 34 TOWN: 2S RANGE: 6W	SCALE: 1in.= 300 ft.	
TOWNSHIP OF MARSHALL	BOOK:	
CALHOUN COUNTY, MICHIGAN	BY: SSH	
MIDWES CONSUL 3815 Plaza Drive Ann Art (734) 995-0200 • www.midu Land Development • Land Surve Wireless Communications • Trans	oor, Michigan 48108 vesternconsulting.com y • Institutional • Municipal	

M: \CIVIL3D_PROJ\22367\SURVEY\22367-LIVINGSTON.DWG



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, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER NOR OF OTHER PERSONS.

LEGAL DESCRIPTION FOR PARCEL ID 13-16-272-009-00:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131195425CTM, WITH AND EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM)

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 2 SOUTH, RANGE 6 WEST, EXCEPTING COMMENCING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN; THENCE WEST ON THE 1/4 SECTION LINE 660 FEET; THENCE SOUTH AT RIGHT ANGLES 900 FEET; THENCE EAST PARALLEL WITH THE 1/4 LINE 660 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 900 FEET TO THE PLACE OF BEGINNING.

-	
(PER C	HEDULE B II EXCEPTIONS: CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. AND EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM)
1	THE SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OR RECORD, THEREFORE THE COMPANY RESERVES THE RIGHT TO EVIDENCE TO CONFIRM THAT THE PROPERTY IS UNENCUMBE RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS ADDITIONAL ITEMS OR EXCEPTIONS UPON RECEIPT OF THE R EVIDENCE. (NOT A SURVEY MATTER)
	NOTE: PRINCIPAL RESIDENCE EXEMPTION AND SCHOOL DIST IS PROVIDED TO THE COMPANY AND IS SHOWN FOR INFORM ONLY. THE ACCURACY OF SAME IS NEITHER GUARANTEED NO
	2022 WINTER TAXES PAID IN THE AMOUNT OF \$530.27
	2022 SUMMER TAXES PAID IN THE AMOUNT OF \$742.57 STATE EQUALIZED VALUE: \$143,300.00, (2022)
2	TAXABLE VALUE: \$35,383.00, (2022) PRINCIPAL RESIDENCE EXEMPTION: 100.00% SPECIAL ASSESSMENTS: NONE SCHOOL DISTRICT: MARSHALL TAX IDENTIFICATION NUMBER: 13-16-272-009-00
	NOTE: THE FOLLOWING EXCEPTION WILL APPEAR ON ANY PO IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASION REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY RESIDENCE EXEMPTION STATUS FOR THE INSURED PREMISES MATTER)
3	PERSONAL PROPERTY TAXES NOT EXAMINED. (NOT A SURVEY
4	ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTH APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT D ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS
	 a. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHO RECORDS. (NOT A SURVEY MATTER) b. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VAR
5	CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE I ACCURATE AND COMPLETE SURVEY OF THE LAND. (AS SI c. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY
	RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPL (AS SHOWN HEREIN)
	d. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, O HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY L SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MAT
	 e. ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/C THEREOF. (NOT A SURVEY MATTER) f. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOV
	LIENS BY THE PUBLIC RECORDS. (NOT A SURVEY MATTE NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREA
6	RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. (N MATTER)
7	THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEV GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXE LAND. (NOT A SURVEY MATTER)
8	TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BE PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. (NO MATTER)
9	EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMP. OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATIC MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER (AS SHOWN HEREIN)
10	RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY CLAIMING BY, THROUGH AND THEREUNDER. (NOT A SURVEY
11	ANY RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE OR B OR PURSUANT TO THE PERISHABLE AGRICULTURAL COMMOU AS AMENDED, 7 USC 499A ET SEQ., THE PACKERS AND STOCK AS AMENDED, 7 USC 181 ET SEQ., OR ANY SIMILAR STATE LAV MATTER)
12	THE COMPANY MAKES NO REPRESENTATION AS TO THE AMO CONTAINED WITHIN THE LAND DESCRIBED IN SCHEDULE A. (I MATTER)
13	TERMS, COVENANTS, AND CONDITIONS OF QUIT CLAIM DEED LIBER 4079, PAGE 725. (BLANKET IN NATURE, CANNOT BE D
14	TERMS, COVENANTS, AND CONDITIONS OF EASEMENT DEED SETTLEMENT OF LANDOWNER ACTION SET FORTH AS LIBER 3 (BLANKET IN NATURE, CANNOT BE DEPICTED)
15	TERMS, COVENANTS, AND CONDITIONS OF EASEMENT DEED SETTLEMENT OF LANDOWNER ACTION SET FORTH AS LIBER 3 (BLANKET IN NATURE, CANNOT BE DEPICTED)
16	TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT ATTEST QUALIFIED AGRICULTURAL PROPERTY OR QUALIFIED FOREST QUALIFIED AGRICULTURAL PROPERTY SET FORTH AS LIBER 40 A SURVEY MATTER)
17	TERMS, COVENANTS, AND CONDITIONS OF ACCESS EASEMEN FORTH AS LIBER 4079, PAGE 729. (AS SHOWN HEREIN)
18	TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM C FORTH AS LIBER 4655, PAGE 663. (NOT A SURVEY MATTER)
19	ANY AND ALL OIL, GAS AND MINERAL RIGHTS AND RESERVAT AND NATURE WHETHER RECORDED OR UNRECORDED AND A PERTINENT THERETO. (NOT A SURVEY MATTER)
20	RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY. (AS SH
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LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

E NO. 131195425CTM,

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1 DEED SET FORTH AS T BE DEPICTED)

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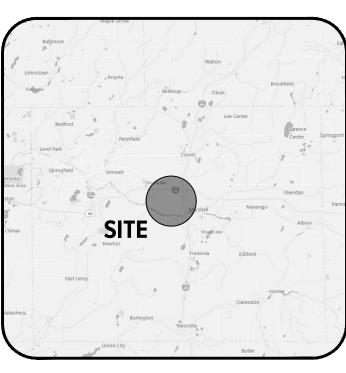
ATTESTING THAT OREST SHALL REMAIN IBER 4016, PAGE 90. **(NOT**

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SURVEYORS NOTES:

. THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE

- PLANE, SOUTH ZONE, INTERNATIONAL FEET. 2. DATE OF SURVEY: JANUARY 20, 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. SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 04/04/2011
- 5. NO EVIDENCE OF RECENT EARTH WORK WAS OBSERVED AT TH TIME OF SURVEY.
- 7. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

8. ACTUAL PROPERTY ACREAGE EQUALS 66.50 ACRES.

SURVEYORS CERTIFICATE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT 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

	SME www.sme-usa.com					
	Orientation 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					
	Surveyor's Seal					
	Revisions					
	REV ISSUED FOR DATE BY					
	Key Map Date					
	Date 01/31/2023					
)	SME Project No. 091434.03					
	Project Manager: J. EVANS					
	Field Chief: B. JACKSON					
	CADD: J. RUNYON					
	J. RUNYON Checked By: S. WILSON					
	Reviewed By:					
	J. EVANS Sheet No.					
	01					
J	DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 24" X 36" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME © 2022					

February 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:

Phyllis Mumaw and Lowell H. Livingston, Trustee of the Lowell H. Livingston Management Trust under Trust Agreement dated October 14, 2005, as restated by agreement dated July 17, 2014, as the current owners and sellers, previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA"), as buyer and 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 in February 2023. As the owners of the Property be transferred into the City of Marshall pursuant to Michigan's Intergovernmental Transfer of Property By Contract Act, Public Act 425 of 1984 for an Economic Development Project, so that services can be provided to the Property by the City of Marshall. We, together with MAEDA, 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 us to MAEDA.

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

Respectfully submitted,

Phyllis Mumaw

Phyllis Mumaw Cowell H. Livingston

Marshall Area Economic Development Alliance By: m Durian - CEO

Lowell H. Livingston, Trustee of the

Lowell H. Livingston Management Trust under Trust Agreement dated October 14, 2005, as restated by agreement dated July 17, 2014

Cc: Mr. David Bosserd – Marshall Township Supervisor Ms. Rachel Foster