

**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

_____ 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 _____

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



LEGAL DESCRIPTION

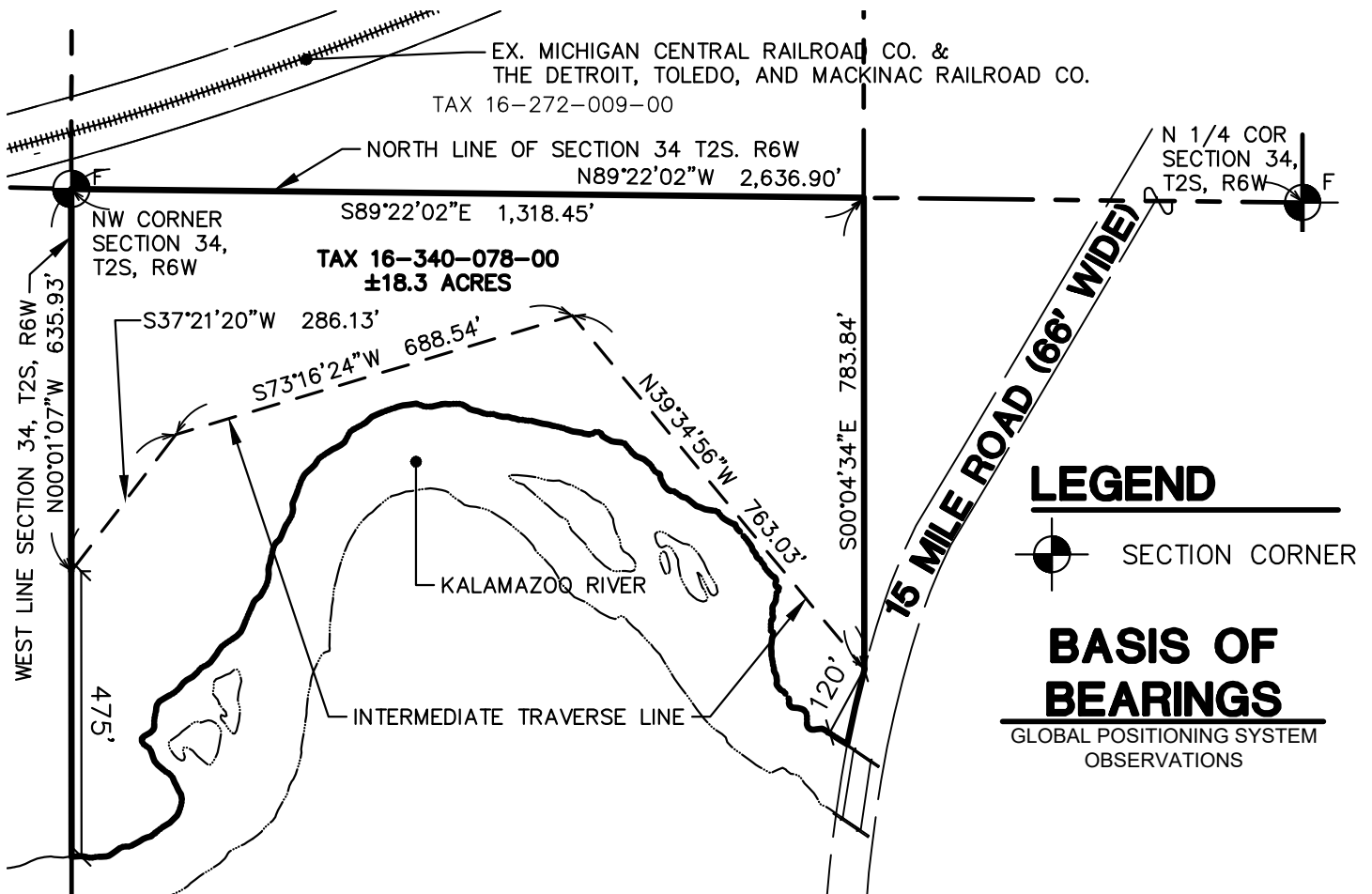
(PER CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 131195426CTM, DATED: 12/08/2022)

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.



LEGEND

SECTION CORNER

BASIS OF BEARINGS

GLOBAL POSITIONING SYSTEM
OBSERVATIONS

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	
M I D W E S T E R N C O N S U L T I N G <small>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</small>		

February 1, 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, joined by MAEDA as the buyer of the Property, we are hereby requesting that 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,

Marshall Area Economic
Development Alliance

By: 
Jim Durian - CEO

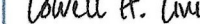
DocuSigned by:



00352D803527417...

Phyllis Mumaw

DocuSigned by:



140F2628011C452...

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