#### 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	g offices at 323 West Michigan Avenue,
Marshall, Michigan 49068 (the "City"	") and the TOWNS	HIP OF MARSHALL, a Township duly
organized under the laws of the State	e of Michigan, and	existing in Calhoun County, Michigan,
having offices at 13551 Myron Avery	Drive, Marshall, M	ichigan 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, Ceres Farms, LLC, 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 January 31, 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:

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.

- 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 N Perry, City Manager and M	acknowledged ichelle Eubank,	before me City Cler	this day of, 2023 by Derek k 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 )		
)ss		
COUNTY OF CALHOUN )		
The foregoing instrument was acknowledged be Bosserd, Supervisory and Jeff Albaugh, Clerk o	efore m f Marsha	e this day of, 2023 by David all Township, on behalf of said Township.
		Notary Public, Calhoun County, MI
		My commission expires

1). Any folium to comply with any requirement of approach, accessed, sentingfour, or three reliefs for, or filling the his address for the responsability of the land of the responsability of the land of the land who will have dependent to the whitelets of the land who will have a responsability of the land who will have a responsability of the land who will have a responsability of the land will be a respective of the land will be a responsability of the land will be a respective of the land will be a responsability o

12. The right and interests of any railroad company and to any railroad tracks located on the land.

11. Richta, Il ear, of ricardes consers and the public to use the surface, substantiated and extraction. Show exception only exercision. Also exception only develves deliner based on this constriction of the based of Kolomotae River based entered described and the control of the based of Kolomotae River based on the company decidion as a result of table than reduced courses. Rigardian rights one mailtain greatled on instead.

12. Any folium to examply with only requirement of opproval, occours, amenging, or bother define by or mister to ur findy with the Sarten Financial for the original of the original or

kitights of the public or any governmental unit in any port of subject property taken, deeded, or used for street, road, or highesy purposes.

C. Afficant Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property, as recorded in Liber 37383, Tage 49, Calhoun County Records.

i. Right of Woy in foror of Constimers Power Company, os scorded in Liber 425, Page 377, Calhoun County Records.

and a substitution of the homotomy (view and the part of the first 17x of the homotomy (view) and the first 17x of the homotomy (view) and the first 17x of the homotomy (view) and the first 17x of the view and 17x of the first 17x of the homotomy (view) and 17x of the first 17x of the homotomy (view) and 17x of the first 17x of the homotomy (view) and 17x of the first 17x of the homotomy (view) and 17x of the homotomy (view) (view) and 17x of the homotomy (view) (view 4. Casement In fovor of Canaumers Power Company, as recorded in Uber 715, Page 384, Calhaun County Records. 7. Affiden'il Atherling that Qualified Agricultural Property Shall Remoin Qualified Agricultural Property, as recorded in Uber 37381 Page 48, Calhoun County Records. 8. Nelter of Cloim in favor of Consumers Power Company, as received in Liber 934, Page 583, Calhoun County Recents. Epsement for quy stub enchor pole, guy wires, and enchors as recorded in Uber 4540, Page 474, Calhoun County Records. ECAL DESCRIPTION: The kind situated in the Township of Marshall, Calitour County, Kichlgan, and is described on follows: 5. Kight of Way In foror of Consumers Power Company, be recorded in Liber 848, Page 309, Colhoun County Records. Out (19-12) Report (19-14) of the Supplier (1), where clean in Out (19-12) Report (19-14) Report Cosement in force of Consumers Power Company, as recorded in Uber 739, Page 328, and Liber 934, Page 363, Colhoun County Records. Affidowit Attenting that Qualified Agricultural Property Sholi Semion Dualited Agricultural Property, as recorded in Sher 3758, Nage 49, Calinon. County Records. ZZAL DESCRIPTION: The land is situated in the Township of Manshall, Calhaun County Achigan, and is described as follows: 3. Reservation of all minerals, sool, oil, and gas rights in foreor of Communers Power Company, one recorded in Liber 1959, Page 232, Liber 1955, page 513, and Liber 1133, Page 513, and Liber 1139, Page 513, Colhean County Records.

LEX. DESCRIPTION: The land is situated in the Township of Marsholl, Colhoun County, Michigan, and is described as follows: Section 20, 125, RBM, Thot Part of the Southwest 1/4 of the Southwest 1/4, lying South of Old US-12 Highway 2,75 ocnes. 18-201-021-00 TAKEN FROM TAX DESCRIPTION

18-720-502-50 Absouts 184, Inc. File No. 91019, Effective Date: September 24, 2021

The Northwest 1/4 of the Northeast 1/4 of Section 29, Town 2 South, Range 8 West, Manshall Township, Caltoun County, Michigan. 4. Aridovit, Attesting that Qualified Apricultural Property Sholl Remain Dualified Apricultural Property, as recorded in Liber 2739, Page 49, Cathoun Courty Records. LEGAL DESCRIPTION: The land alkuded in the Township of Marshall, Calhoun County, Michigan, and is described as follows: 5. Access to subject property is by means of ownership of adjournt perceit. The South 1/2 of the Northwest 1/4 was the Southwest 1/4 of Section 25. Threshift South, Narry II was thombasil in the South Narry II was thombasil in Section Control Developed on the Stast Owner South Order 1/4 peers and the South Order 1/4 peers the Section Order 1/4 peers 1/ LEGAL DESCRIPTION: The ford is silusted in the Township of Morsholl. Calibour Courts, Michigan, and is described as follows: 18-201-021-02 Absolute 11th, Inc. File No. 01022, Effective Date: September 24, 2021

BEING SUBJECT TO:

ZCAL DESCRIPTION: The land situated in the Township of Marshall, Calhaun County, Alchigan, and is described as follows: 5. Kight of Way in tovor of Consumers Power Company, as recorded in Uber 457, Page 339, Calhoun County Records. B.-7211-002-00. Mediute Tibe, Inc. Rie No. 81021, Effective Dote: September 20, 2021 LEAL DESCRIPTION: The land is altusted in the Toerskip of Markholl, Colhoun County, Alchigan, and is described as follows: has went 25 comes of the Johnson 1/4 ment beginning at a part 122.7 ment of the Inch 1/4 ment bence Jouch 2020.12 feet Johnson West 2020.28 feet Universe Menth DD West 2020.28 feet Universe Ment 2022.28 feet to beganning Section 25, conning 2 2020.8 feet Menter Bow West, Mornhell Germatip, Collours Goardy, Mehrgen. Rights of the public or any governmental unit in any part of subject property taken, deeded, or used for street, road, or highery purposes. 3. Affide-It Alterling that Dualified Agricultural Property Shall Remain Dualified Agricultural Property, as recorded in Liber 1735s, Page 49, Calboun County Records. 18-282-806-98 Absolve Tills, Inc. Pie No.; 91023, Effective Date: September 24, 2021

9, Reservation of all limber and mineral rights in fears of services of the state o 5. Affidavit Attesting that Qualified Agriculturil Property Shall fermain Qualified Agricultural Property, as recorded in Uber 3730. "oge 49, Calissian County Records. 7. Any ten or special assessment that is due or may become way with concludes of the upon the subject property, on o result of ony termination or reclasion of the qualified opticalizant status of the subject property. That part of the Northeast 1/4 lying North of Kalanozoo River, serept Rollmod Right of Wey, Section 33, Town 2 South, Ronge Mest, Marshall Yoenship, Calhoun County, Michigan. 8. Covenants, conditions, restrictions, and sessionits as discitose by Instrument recorded in Liber 3780, Page 871, Calinaun Caumb Records . Claim of interests in Dil and Gas in feror of Consumers base Company, as recorded in Liber 1515, Poge 460, Cathoun Pounty Records. EDAL DESCRIPTION: The land ellusted in the Township of Morsholl, Calhoun County, Michigan, and is described as follows: . Subject to rights of florage, as evidenced by Instrument econded in Liber 910, Page 200, Calhoun County Research. (8-332-502)--02 Assolute Tile, Juc. File No. 91028, Dfeethe Date: October 4, 2021 Antidonit Attaching that Qualified Agricultural Property Shell Sernich Qualified Agricultural Property, as recorded in Liber 2738, Page 49, Calnoun County Records. Covenants, conditions, nearletions, and sasements as disclosed y instrument recorded in Uber 3750, Page 571, Calnow County scories. The Southeast 1/4 of Settlon 29, Town 2 South, Remore 6 East, Joenhal Toenship, Colhoun County, Michigan, Excepting the Vight, of the Michigan Central Relicood. is Rights of the public or any governments) unit in any part of subject property taken, deeded, or used for street, road, or layingy purposes. 1). The right and interests of any milroad company and to any collected tracks located on the land. 7. Reservation of all lander and mineral rights in facer of shorter Schadusen Ralleng Company, or are recorded in Lander 1950, 1950-1951. Calcium County Records. It Ensement for Landersee at Caservan Dead by Carlo Oder in Settlement of Landersee Action, or recorded in Liber 3080, the page 1958, Caserra Carlo Carlo Caserra Carlo Caserra Carlo Caserra Caserr

Fights, If my docknown systems the behind the sea by the special of the properties have seen that the properties of the 11. Any follows to comply with one predictment of approach, consust, exemple, or, or the part colicies by the redicts to or filley with the district or the state registration for the state registration for the state registration for the state of the parties of the parties of the state of the trade of th hot part of the Kotthest 1/4 Mrg North of Kalamazoo Krev. Neebl Rallood Right of Noy, Section 32, Town 2 South, Range I West, Manirall Township, Calhoun County, Wichigan. Reservation of oil limber and mineral rights in teror of locality Southern Ralleroy Company, as recorded in Liber 3780, Page 871, Caltoun County Records. 12. Essement Dwed by Court Order in Settlement of Landowier Action, or streamed in Liber 2018. Page 827. Colloun County Records, being United States District Court for the Contam District of Michigan, Southern Division Case No. 11–11503, LEDAL DESCRIPTION: The land situated in the Township of Monshall, Calhoun County, Michigan, and is described as followe: Affidorit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property, as recorded in Uber 3758, Page 48, Calhoun Gounty Records. Right of Way in tonor of Estiam Michigan Power Company, an recorded in Liber 249, Page 251, and future reviewced be ables of Cloim in force of Consumers Power Company, as secreted in Liber 717, Page 379, Celibrain County Records. 3. Notice of Cloker of interests in Dil and Cas in fovor of Consumers Power Company, on recorded in Liber 1515, Page 488, Colhoun County Records. 6=320=003=02 beolita Title, inc. ile No. 91024 Rev. 1, Effective Date: September 24, 2021 L Notice of Claim in favor of Consumers Power Company, secretal in Uber 1334, Page 974, Calhoun County Records. Covenants, conditions, restrictions, and extrements as discipled by instrument recorded in Liber 3760, Page 671, Calinoun County Records. ENG SUBJECT TO:

Affiders Attention that Qualified Agricultural Property Shall brain Qualified Agricultural Property Shall brain Qualified Agricultural Property, or recorded in Ulber 27350, toge 49, Collean County Records. Comment Darid by Court Order in Settlement of Landowner's large and the Law 1955 of the Law 19 That part of the North fraction of the Northwest 1/4 lying Morth of Kalomotoo Rhest, except Rollingod Right of Noy, Section 3.5, Youn 2 South, Range 0 West, Morsholl Township, Calibour County, Richgen 7. Any tax or special cressment that is due or may become wear, which constitutes a firm upon the subject property, as a newast of any terminedies or reclasion of the qualified opticultural status of the subject property. Governatis, conditions, treit/clons, and sozements as disclass instrument recorded in Uber 3780, Page 671, Celhaun Court) Assertation of all timber and retineral rights in foror of bulk Southern Robing Company, as recorded in Liber 3789, e. 671, Cathous County Records. Right of Way in favor of Consumers Power Company, as seconds in Liber 800, Page 281, Calhoun County Records. . Subject to rights of flowage, as evidenced by Instrument seconds in Uber 910, Page 295, Calhoun County Records. ENC SUBJECT TO:

LEG., DESCRIPTION: The land altusted in the Township of Marshall, Calhaun County, skehjan, and is described as follows:

0-330-015-02 beoute Tibe, inc. ie No. 91025, Effective Dute: October 4, 2021

5-292-:001-00 backin 18te, Inc. No. 91020, Difective Date: September 24, 2021

19—201—013—02 Appoints Title, brc. File No.: 91010, Effective Date: September 24, 2021

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II. Right. It was of logother enters and the public to use the suffers, sub-suffers and hard of Kolomezon Rore for purposes in recipiolated on resemblant. Also screption or governer other search on the search but the bad of Kolomezon Rores for the pupped sub-superior such as a complete of the sub-superior such as the sub-superior such as the sub-superior such as the sub-superior sub-sub-special of other but on sub-sub-special or sub-sub-special o

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#### **CERES LETTERHEAD**

December 22, 2022

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 and Mr. Zick:

Ceres Farms, LLC ("Ceres") 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 December 20, 2022, with an expected closing date on or before January 31, 2023. Ceres, as the owner of the Property, joined by MAEDA as the buyer of the Property, hereby requests 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. Ceres and MAEDA 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 Ceres to MAEDA.

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

Respectfully submitted,

Ceres Farms, LLC, An Indiana limited liability company

Marshall Area Economic Development Alliance

Its: Chief Executive Officer

By:\_\_\_\_

Brandon Zick

Cc:

Its: Chief Investment Officer

David Bosserd - Marshall Township Supervisor

Patrick Vieth – Ceres General Counsel Richard Lindsey – MAEDA Counsel

#### CERES LETTERHEAD

December 22, 2022

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 and Mr. Zick:

Ceres Farms, LLC ("Ceres") 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 December 20, 2022, with an expected closing date on or before January 31, 2023. Ceres, as the owner of the Property, joined by MAEDA as the buyer of the Property, hereby requests 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. Ceres and MAEDA 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 Ceres to MAEDA.

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

Respectfully submitted,

Ceres Farms, LLC, An Indiana limited liability company

Marshall Area Economic Development Alliance

By:

Brandon Zick

Its: Chief Investment Officer

Respectfully submitted,

Marshall Area Economic Development Alliance

By:

Jim Durian

Its: Chief Executive Officer

Cc: David Bosserd – Marshall Township Supervisor Patrick Vieth – Ceres General Counsel Richard Lindsey – MAEDA Counsel

# 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	g offices at 323 West Michigan Avenue,
Marshall, Michigan 49068 (the "City"	') and the TOWNS	HIP 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, M	fichigan 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, Diana Vanderweg, 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 January 31, 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:

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.

- 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 )		
)ss COUNTY OF CALHOUN )		
The foregoing instrument was acknowledged be N Perry, City Manager and Michelle Eubank, C	efore me City Cler	this day of, 2023 by Derek k 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 )		
)ss		
COUNTY OF CALHOUN )		
The foregoing instrument was acknowledged Bosserd, Supervisory and Jeff Albaugh, Clerk	before m of Marsh	ne this day of, 2023 by David all Township, on behalf of said Township.
		Notary Public, Calhoun County, MI
		My commission expires

# SURVEY SKETCH

SURVEY SKETCH OF A PARCEL OF LAND IN THE SE 1/4 OF SECTION 28, T2S, R6W, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN



#### LEGAL DESCRIPTION

(PER DEVON TITLE AGENCY COMMITMENT #20210798, DATED 11/01/2022)

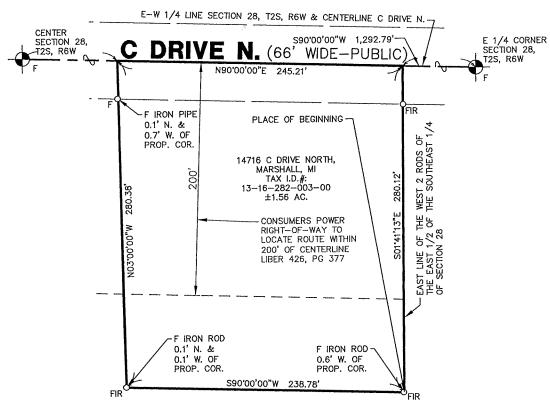
A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 POST OF SECTION 28, T2S, R6W; THENCE S90'00'00"W ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 28, A DISTANCE OF 1292.79 FEET TO THE EAST LINE OF THE WEST 2 RODS OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE TRUE PLACE OF BEGINNING; THENCE S01'41'13"E ALONG SAID EAST LINE OF THE WEST 2 RODS OF THE EAST 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 280.12 FEET; THENCE S90'00'00"W PARALLEL WITH SAID EAST AND WEST 1/4 LINE OF THE CAST 280 THE TEST. THENCE SOUTHEAST 1/4 LINE THENCE SOUTHEAST 1/4 1/4 LINE, 238.78 FEET; THENCE NO3'00'00"W, 280.38 FEET TO SAID EAST AND WEST 1/4 LINE; THENCE N90'00'00"E ALONG SAID EAST AND WEST 1/4 LINE, 245.21 FEET TO THE PLACE OF BEGINNING.

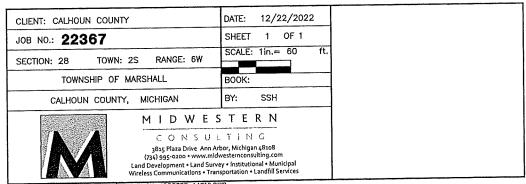
#### **EXCEPTIONS**

- 16.) EASEMENT GRANTED TO CONSUMERS POWER COMPANY, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER
- 426, PAGE 377, CALHOUN COUNTY RECORDS
  TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN WARRANTY DEED FOR RESERVATION OF THE USE OF A DRIVEWAY RECORDED IN LIBER 846, PAGE 153 AND LIBER 1080, PAGE 75 OF CALHOUN COUNTY RECORDS.

# BASIS OF DEVON TITLE AGENCY, INC.,

FILE No. 20210798 FFFECTIVE DATE: 11/01/2022 \_EGEND SECTION CORNER FOUND IRON PIPE FOUND IRON ROD





M:\CIVIL3D\_PROJ\22367\SURVEY\22367-SV-ADDRESS-14716.DWG

#### December 22, 2022

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:

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 December 21, 2022, with an expected closing date on or before January 31, 2023. I am, as the owner of the Property, joined by MAEDA as the buyer of the Property, 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 me to MAEDA.

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

Respectfully submitted,

Marshall Area Economic Development Alliance

By

Diana Vanderweg

Cc:

Mr. David Bosserd - Marshall Township Supervisor

Mr. Nelson Karre - Seller's Counsel

Mr. Richard Lindsey - Buyer's Counsel

### 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 of	corporation, having	ng offices at 323 West Michigan Avenue,
Marshall Michigan 49068 (the "City"	) and the TOWN	SHIP OF MARSHALL, a Township duly
organized under the laws of the State	of Michigan, an	d 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 January 31, 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:

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

- 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 N Perry, City Manager and M	s acknowledge Iichelle Eubar	ed before me nk, City Cle	e this day of, 2023 by Derekthis, 2023 by Derekthis 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 )		
)ss		
COUNTY OF CALHOUN )		
The foregoing instrument was acknowledged Bosserd, Supervisory and Jeff Albaugh, Clerk	l before m of Marsh	ne this day of, 2023 by David all Township, on behalf of said Township.
		Notary Public, Calhoun County, MI
		My commission expires

#### Schedule 1

# SURVEY SKETCH

SURVEY SKETCH OF A PARCEL OF LAND IN THE SW 1/4 OF SECTION 28, T2S, R6W, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN



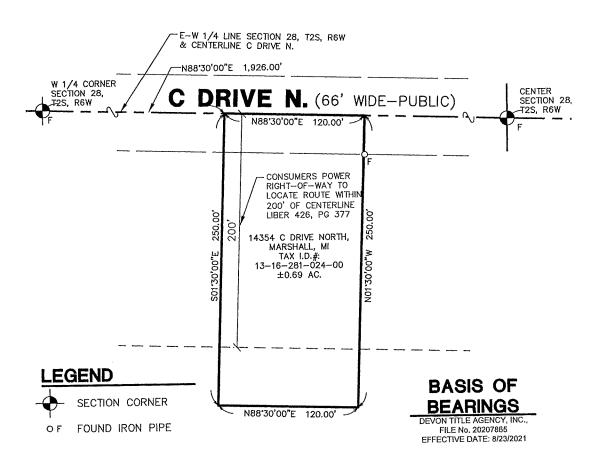
#### LEGAL DESCRIPTION

(PER DEVON TITLE AGENCY COMMITMENT #20207865, DATED 8/23/2021)

COMMENCING AT A POINT IN THE EAST AND WEST 1/4 LINE OF SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, DISTANT 1926 FEET EAST OF THE WEST 1/4 POST OF SAID SECTION 28; THENCE S01'30'E 250 FEET; THENCE EASTERLY PARALLEL TO SAID EAST AND WEST 1/4 LINE, 120 FEET; THENCE N01'30'W 250 FEET TO SAID EAST AND WEST 1/4 LINE; THENCE WESTERLY ALONG SAID 1/4 LINE, 120 FEET TO THE PLACE OF BEGINNING.

#### **EXCEPTIONS**

16.) EASEMENT GRANTED TO CONSUMERS POWER COMPANY, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 426, PAGE 379, CALHOUN COUNTY RECORDS



CLIENT: CALHOUN COUNTY	DATE: 12/22/2022
JOB NO.: <b>22367</b>	SHEET 1 OF 1
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in.= 60 ft.
TOWNSHIP OF MARSHALL	BOOK:
CALHOUN COUNTY, MICHIGAN	BY: SSH
MIDWES  CONSUL  3815 Plaza Drive Ann Art (734) 955-0200 • www.mldv  Land Development - Land Surve  Wireless Communications • Trans	LTING  ubor, Michigan 48108 dwesternconsulting.com

M:\CIVIL3D\_PROJ\22367\SURVEY\22367-SV-ADDRESS-14354.DYG

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:

Marshall Area Economic Development Alliance ("MAEDA") is the owner of certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA, as the owner of the Property, is 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 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,

Marshall Area Economic Development Alliance

By James Durian

Its: Chief Executive Officer

Cc: Mr. David Bosserd - Marshall Township Supervisor

# 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 TOWNS	HIP OF MARSHALL, a Township duly
organized under the laws of the State	e of Michigan, and	existing in Calhoun County, Michigan,
having offices at 13551 Myron Avery	Drive, Marshall, M	ichigan 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, Betty Ford, 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 January 31, 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:

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 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.

- 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
	В	By: Derek N. Perry, City Manager
	В	By: Michelle Eubank, Clerk
STATE OF MICHIGAN	)	
COUNTY OF CALHOUN	)ss )	
The foregoing instrument was N Perry, City Manager and M	acknowledged befor ichelle Eubank, City	re me this day of, 2023 by Derek v 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 )		
)ss		
COUNTY OF CALHOUN )		
The foregoing instrument was acknowledged Bosserd, Supervisory and Jeff Albaugh, Clerk of	before m of Marsh	ne this day of, 2023 by David all Township, on behalf of said Township.
		Notary Public, Calhoun County, MI
		My commission expires

#### Schedule 1

SURVEY SKETCH OF A 0.52± ACRE PARCEL

OF LAND LOCATED IN THE NE 1/4 OF SECTION 29, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN LEGAL DESCRIPTION: LAND SITUATED IN THE TOWNSHIP OF MARSHALL, COUNTY OF CALHOUN, STATE OF MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER POST OF SECTION N 1/4 CORNER 29, TOWN 2 SOUTH, RANGE 6 WEST, TOWNSHIP SECTION 29, OF MARSHALL, CALHOUN COUNTY, MICHIGAN; THENCE NORTH ALONG THE NORTH AND SOUTH T2S, R6W 1/4 LINE 180 FEET; THENCE EASTERLY 126 FEET PARALLEL WITH THE EAST AND WEST 1/4 LINE; THENCE SOUTHERLY PARALLEL TO THE S00.05,05"W NORTH AND SOUTH 1/4 LINE, 180 FEET TO THE EAST-WEST 1/4 LINE; THENCE WESTERLY 126 FEET ALONG THE EAST-WEST 1/4 LINE TO THE POINT OF BEGINNING. **EXCEPTIONS:** 14. EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND DESCRIBED IN SCHEDULE A FOR THE LOCATION, SERVICING AND MAINTENANCEOF FACILITIES LOCATED ON, S89'31'03"E 126.00' OVER OR UNDER LAND, IF ANY. R6W 180.00 16. RIGHTS OF THE PUBLIC IN ANY PART THEROF TAKEN, USED OR DEEDED FOR STREE, **EXCEPTION** t LINE 29, T2S, ROAD OR HIGHWAY PURPOSES. 20. ENCROACHMENT OF CONCRETE PAD, 13501 C DRIVE N. PROPANE TANK AND OUT BUILDING ON TO THE PROPERTY ADJACENT ON THE EAST AND NORTH TAX PARCEL: N00.05'05" 13-16-291-015-00 .co.o2,02 N-S 1/4 SECTION AS DISCLOSED BY COUNTY GIS MAP. 0.52± ACRES C DRIVE N. 33, E 1/4 COR. (66' WIDE-PUBLIC) CENTER -SEĆTION 29, SECTION 29,-N89'31'03"W N89°31'03"W 2541.08' F T2S, R6W T2S, R6W 126.00' R6W E-W 1/4 LINE SECTION 29, T2S, R6W & CENTERLINE C DRIVE N. N-S 1/4 LINE SECTION 29, T2S, .EGEND N00'42'47"E SECTION CORNER BEARINGS BASED ON STATE PLANE COORDINATES AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). S 1/4 CORNER SECTION 29, T2S, R6W

CLIENT: CALHOUN COUNTY	DATE: 12/27/22
<b>ЈОВ NO.: 22367</b>	SHEET 1 OF 1
SECTION: 29 TOWN: 2S. RANGE: 6W	SCALE: 1in.= 60 ft.
TOWNSHIP OF MARSHALL,	BOOK:
CALHOUN COUNTY, MICHIGAN	BY: KMW
MIDWES	STERN
CONSUL 3815 Plaza Drive Ann Ari (734) 995-0200 * www.mid Land Development * Land Surve Wireless Communications * Tran	rbor, Michigan 48108 Iwesternconsulting.com rey • Institutional • Municipal