

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 20__, 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 June 24, 2019 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, Joel Kelly, Michael Kelly, Steven Kelly, and Benjamin Kelly , the owners of the property at 902 South Kalamazoo Avenue, 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 December 30, 2022.
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 2023 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 2022.

The City and Township further agree that commencing in the year 2023 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 pass to the City and the Township shall have no further rights or interests in the Property.
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: _____
Trisha Nelson, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Derek N. Perry, City Manager and Trisha Nelson, 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: _____
Susan George, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by David Bosserd, Supervisory and Susan George, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI
My commission expires _____

SCHEDULE 1

Land located in the Township of Marshall, Calhoun County, Michigan described as follows:

Marshall Township Section 26; East 275.22 Feet of West 1/2 of Southeast 1/4 South of Kalamazoo River. East 1/2 of Southeast 1/4 South of River, Except East 198 Feet; Except, beginning 424 Feet North & 198 Feet West of Southeast Section corner; West 350 Feet; South to North Line Hughes Street; East 350 Feet; North to beginning. Also: Commencing at the Northeast corner of Section 35; Thence North 89 Degrees 35' 40" W 1026.68 Feet to point of beginning; Thence 163.48 Feet along arc of curve to left, Delta Angle 6 Degrees 49' 39" , Radius of 1371.86 Feet and Chord of 163.38 Feet bearing S 79 Degrees 08' 26" W; Thence 431.06 Feet along arc of curve to left, with a delta angle of 0 Degrees 19' 26", Radius of 76283.26 Feet , Chord of 431.06 Feet bearing S 76 Degrees 13' 01" W; Thence N 0 Degrees 24' 20" E 137.58 Feet to North line of Section; Thence S 89 Degrees 35' 40" E 578.14 Feet to point of beginning.

Parcel ID No: 13-16-260-003-00

Property Address: 902 S. Kalamazoo Avenue