



**THE CHARTER TOWNSHIP OF NORTHVILLE
BROWNFIELD REDEVELOPMENT AUTHORITY
AGENDA**

Date: January 31, 2022
Time: 6:00 P.M.
Place: Northville Township Municipal Offices
44405 Six Mile Road

Call To Order:

Roll Call: William Bufe, Jim Petrie, Matthew Heron, Joe Hige, Mark Knoth, Mike Nolta, Chris Roosen, Joe Vig, Janice Wilkiemeyer

Approval of Minutes: Brownfield Redevelopment Authority – October 12, 2021

New Business:

1. Approve Land Banking Agreement between the State Land Bank Authority and the Northville Township Brownfield Redevelopment Authority.
2. Discussion of Administrative Capture and Funding of an Local Brownfield Revolving Fund

Upcoming Meeting Dates: March 28, 2022

Discussion

Adjournment



**THE CHARTER TOWNSHIP OF NORTHVILLE
BROWNFIELD REDEVELOPMENT AUTHORITY
MINUTES**

Date: October 12, 2021
Time: 7:00 P.M.
Place: Virtual via ZOOM meeting platform

Call to Order: Chair Vig called the meeting to order at 7:05 P.M. and asked Board members to identify their location during roll call, as required by the Open Meetings Act.

Present: Matthew Heron, Northville Township, Wayne County, MI
Joe Hige, Northville Township, Wayne County, MI
Mark Knoth, City of Detroit, Wayne County, MI
Mike Nolta, Northville Township, Wayne County, MI
Jim Petrie, Northville Township, Wayne County, MI
Chris Roosen, Northville Township, Wayne County, MI
Joe Vig, Northville Township, Wayne County, MI
Janice Wilkiemeyer, Northville Township, Wayne County, MI

Absent: William Bufe

Also present: Wendy Hillman, Finance Director
Mark Abbo, Township Supervisor
Todd Mutchler, Township Manager

Craig Manser, Michigan Municipal Risk Management Authority,
Patrick McGow, Bond Counsel, Miller Canfield

Discussion with Craig Manser, Michigan Municipal Risk Management Authority, risk manager for Northville Township

Chair Vig explained that at the September 27, 2021 BRA meeting a question was asked about liability to individual officers who signed the documents for the proposed tax increment bonds, and Craig Manser, Michigan Municipal Risk Management Authority, had been asked to address this issue.

Mr. Manser said the Township was part of the MMRMA public entity risk pool, and as such had protection (insurance) that covered many lines of liabilities, including "wrongful acts," up to

\$10M. The protection covered anyone who performed official duties on behalf of the Township, including members of Boards and Commission who are appointed by the Township.

Approval of Minutes: Minutes from the Brownfield Redevelopment Authority –
September 27, 2021

MOTION by Nolta, support by Petrie, to approve the September 27, 2021 minutes as published.

Roll call vote: Ayes - Petrie, Heron, Hige, Knoth, Nolta, Roosen, Vig, Wilkiemeyer. Nays – None.

Motion carried 8-0.

New Business:

1. Appointment of Secretary to the Northville Township's Brownfield Redevelopment Authority and Economic Development Corporation (amended)

Chair Vig advised the Member Nolta was resigning as secretary from the Brownfield Redevelopment Authority and the Economic Development Corporation. Chair Vig thanked Member Nolta for his long, dedicated, and careful service. Chair Vig asked Member Nolta for any comments he might want to offer.

Member Nolta said he did not understand why the tax increment bonds were not being issued by the Township, and he had reservations signing the bond documents as an officer of the BRA. He was concerned regarding whether or not there will be enough tax increment revenues to pay off the loan.

Bond Counsel McGow explained the process by which Brownfield Authorities were created, and the powers given to the Authorities to issue bonds:

The Brownfield Redevelopment Authority Board has powers of authority under the Brownfield Redevelopment Financing Act 381 of 1996, and lists actions an authority can take. Specifically, MCL 125.2667 addressed the authorization, issuance, and sale of tax increment bonds and notes, and states the Authority may:

- Incur costs and expend funds from the local brownfield revolving fund for authorized purposes.
- Borrow money and issue its bonds and notes under the Revised Municipal Finance Act 2001 PA of 34, in anticipation of collection of tax increment revenues.

The authority to issue bonds in anticipation of tax increment revenues was specifically given to the Brownfield Authority, and not to the Township Board. However, per state statute, the Board may support the bond issuance by pledging full faith and credit of the Township, up to a tax limited general obligation.

Bond Counsel McGow explained that this process and situation is similar to other tax increment financing agreements allowed under state law. The Brownfield Authority has the responsibilities as listed above, and is specifically designated as the body that will issue the bonds.

In response to questions, Bond Counsel McGow explained that there were thousands of brownfields in the State, and often a developer pays for the costs and is reimbursed from Brownfield tax capture. In the present situation, the Township owns the property and will be responsible for demolishing buildings, not a developer, and payment for demotion is the underlying purpose of the bond issue. In other words, the Township through the Brownfield Authority is assuming the risk rather than a developer, in partnership with the Township Board, who will back the bonds with the Township's full faith and credit. This process had been previously used by other municipal entities in the state.

Counsel McGaw advised that the appointment of new secretary for the Economic Development Corporation should occur at a properly noticed EDC meeting.

Chair Vig again recognized and thanked Member Nolta for his long service as BRA secretary, accepted his resignation, and asked for a nomination for a new secretary.

MOTION by Nolta, support by Roosen, to nominate and elect Jim Petrie as secretary for the Township Brownfield Redevelopment Authority.

Roll call vote: Ayes - Petrie, Heron, Hige, Knoth, Nolta, Roosen, Vig, Wilkiemeyer. Nays – None.

Motion carried 8-0.

Upcoming Meeting Dates:

Future meeting dates for BRA (and EDC): March 28, 2022 and September 26, 2022. A separate EDC meeting may yet be scheduled in 2021.

Supervisor Abbo also thanked Member Nolta for his service as secretary, thanked Member Petrie for assuming that responsibility, and thanked everyone on the Board for their service to the Township.

Supervisor Abbo explained that:

1. Regarding the redevelopment of the 7 Mile property, the Township will be able to confine all of the undemolished property to an area of about 10 acres, out of the total 332 acres. Therefore 322 acres, or 97%, will be available under the Township's ownership.
2. Bond Counsel McGow will work with the BRA, the Township, and the State to amend the original Brownfield Plan in order to use local capture for work other than demolition. They were also going to be requesting that the Township be allowed to spend more than \$12.5M for demolitions on the property.
3. The Board of Trustees had also approved the bond issue on Oct. 6, 2021, per Act 381 of 1996, Section 125.2667.17.(2).

Adjournment

Motion by Petrie, support by Nolta, to adjourn the meeting at 7:44 P.M.

Roll call: Ayes - Petrie, Heron, Hige, Knoth, Nolta, Roosen, Vig, Wilkiemeyer. Nays – None.

Motion carried 8-0.

LAND BANKING AGREEMENT

This Land Banking Agreement (the “Agreement”), effective as of January ____, 2021 (the “Effective Date”), is entered into between the **State Land Bank Authority**, whose address is Post Office Box 30766, Lansing, Michigan 48909 (the “SLB”) and the **Charter Township of Northville**, whose address is 44405 Six Mile Road, Northville, Michigan 48168 (the “Township”) and the **Charter Township of Northville Brownfield Redevelopment Authority**, whose address is 44405 Six Mile Road, Northville, Michigan 48168 (the “NTBRA”).

RECITALS

WHEREAS, the above-identified parties have mutually accepted the following:

A. The Township is the owner of the real property legally described as parcels 071-99-0002-701 and 071-99-0002-702 and the NTBRA is the owner of the real property described as parcel 066-99-0001-725 on the attached Exhibit A (collectively, the “Property”) located in the Charter Township of Northville, County of Wayne, State of Michigan.

B. The Township and NTBRA propose to market the Property to potential developers for redevelopment focused on technology-based research and development, commercial, and advanced light manufacturing facilities.

C. The Township’s and NTBRA’s ability to attract and support redevelopment of the Property is dependent upon critical upgrades of public infrastructure, including roadways and the sanitary sewer and potable water systems.

D. The improvements to the infrastructure of the Property are not financially feasible without Brownfield incentives. The Property currently is not a Brownfield site eligible for reimbursement of all eligible activities defined in P.A. 381 of 1996, as amended (the “Act 381”), which is a critical impediment to the marketing and redevelopment of the Property.

E. The Township and NTBRA desire development to occur and the SLB is willing to assist to make the Property eligible for more Brownfield incentives under Act 381.

F. The Township and NTBRA desire to transfer the Property to SLB so that the Property may become eligible for more Act 381 Brownfield incentives. The Township and NTBRA shall cause the acquisition of the Property by future developer(s) and/or shall reacquire the Property, pursuant to the terms and conditions set forth in this Agreement.

G. The SLB and Township and NTBRA desire to establish the terms, covenants, and conditions upon which the Township and NTBRA will transfer the Property to SLB and the terms, covenants, and conditions upon which SLB shall convey the Property to future developer(s) and/or back to Township and/or NTBRA.

NOW, THEREFORE, in consideration of the economic development potential of the Property committed to by the Township and NTBRA, the submission of a proposed brownfield development plan, and the mutual covenants and agreements contained in this Agreement, receipt of which is severally acknowledged, the SLB, Township and NTBRA hereby agree as follows:

1. Transfer of Property.

1.1. Within seven (7) business days of the Effective Date, assuming all other conditions set forth herein are satisfactory to SLB, the Township and NTBRA shall transfer to SLB all of their rights, title and interest in the Property (the "Transfer"). The Property shall be conveyed by warranty deed(s) in form acceptable to SLB, subject to the parties' continuing rights contained herein, to the SLB for One Dollar (\$1.00) with the Township and NTBRA bearing all costs and fees associated with the Transfer. The warranty deed(s) shall only be subject to any easements, covenants, and building and use restrictions of record, if any. The Township and NTBRA shall also deliver a standard owner's affidavit acceptable to SLB. The Township and NTBRA shall also be responsible for paying all real property taxes and assessments, if any, that are not only due and payable at the time of the Transfer, but also all real property taxes and assessments, if any, that may become due and payable while SLB holds title to the Property. The SLB shall file a Property Transfer Affidavit of the transfer, claiming applicable exemption(s).

1.2. In consideration of the SLB accepting the Transfer of the Property, the SLB grants the Township and NTBRA an exclusive option to purchase the Property or portions thereof, with all applicable easements, rights, and appurtenances for One Dollar (\$1.00) (the "Option"), or the Township and NTBRA shall cause the acquisition of the Property by future developer(s) pursuant to a negotiated purchase agreement(s) (upon terms reasonably satisfactory to the SLB), and/or the Township and NTBRA shall be required to reacquire the Property, all as set forth in Section 3 of this Agreement. The Township and/or NTBRA may elect to exercise the Option on all or a part of the Property by giving written notice to SLB as provided in Section 3.3. The Township and/or NTBRA may exercise the Option as many times as they elect during the term of this Agreement to acquire one or more portions or all of the Property. Each portion of the Property that the Township and/or NTBRA elect to acquire shall be approved by SLB for conveyance as a land division of the Property and shall have been approved for a land division by the necessary local authorities.

1.3. At the time of Transfer, the Property shall not be subject to any liens, judgments, mortgages, or other encumbrances, held by any third party. As evidence thereof, Township and NTBRA shall furnish at their sole expense suitable title evidence, to wit: a commitment for title insurance or a title search in a form acceptable to SLB. Said title evidence shall be issued in advance of the conveyance and shall be approved by SLB prior to the Transfer contemplated hereby. SLB may require that an acceptable owner's policy of title insurance without standard exceptions be provided to SLB at the closing of the Transfer. SLB may also require that an acceptable ALTA/NSPS Land Title Survey of the Property be provided to SLB prior to the closing of the Transfer. These shall be paid

for by Township and/or NTBRA. As of the date of the Transfer of the Property no third party shall have any interest, lease, license, permit or other occupancy or use rights therein, except for the Hamblin License Agreement of March 18, 2018, as extended.

1.4. The Township and NTBRA shall provide to SLB in advance of the Transfer any and all environmental assessments, surveys, investigations and reports which it has in its possession and shall provide access to surveys, maps, plans and diagrams concerning the Property. The SLB retains the right to refuse to accept the Transfer of the Property in the event the SLB has reasonable concern as to such environmental contamination other than that disclosed in the reports of environmental assessments, surveys and investigation provided under this section. The Township and NTBRA acknowledge, affirm, represent and warrant that neither the Township nor NTBRA, nor any of its officers, directors, agents or employees have any knowledge (actual or constructive) of any environmental contamination on the Property other than that disclosed in reports of environmental assessments, surveys and investigations provided under this section.

The Township and NTBRA at their sole cost and expense shall have a Phase I Environmental Site Assessment of the Property in its entirety performed on behalf of SLB as prospective owner to assess and analyze its condition before the Transfer of the Property. The Township and NTBRA at their sole cost and expense shall also have a Baseline Environmental Assessment Report, based on existing environmental assessment results demonstrating all tax parcels of the Property to be “facilities” as defined in Part 201 of P.A. 451 Of 1994, as amended, prepared on behalf of SLB as prospective owner. It is the express intent of the parties that the SLB not incur any environmental out-of-pocket expenses or liabilities by entering into this Agreement.

1.5. The Township and NTBRA shall be responsible for paying any and all water and other utility bills, if any, that are not only due at the time of the Transfer, but also any and all water and other utility bills, if any, that may become due while SLB holds title to the Property.

2. Terms and Use of Property.

2.1. Following the Transfer of the Property, SLB authorizes the Township and NTBRA to enter the Property (with prior notice to SLB) to conduct surveys, inspections, and Development Activities (as defined herein), and the Township and NTBRA hereby release and agree to hold harmless SLB from any and all liability associated with such entry, and represents and warrants that it will comply with all applicable laws, rules, regulations and ordinances regarding environmental and other matters. It is Township and NTBRA’s responsibility to obtain any and all necessary permits and licenses required to perform the Development Activities set forth herein and, when applicable, to arrange for subsequent inspections through the appropriate authorities. The Township and NTBRA will comply with all applicable local codes, regulations and ordinances, and will comply with all applicable State and Federal codes and laws.

2.2. To the extent permitted by law, the Township and NTBRA shall indemnify, defend, and hold harmless the SLB, its Board and its employees (the “Indemnified Parties”) from any and all liability arising out of or in any way related to SLB’s performance under this Agreement, including, but not limited to, costs of defense arising out of, or in any way connected to SLB’s ownership of the Property, or any liability resulting from any acts of Township and/or NTBRA’s employees or agents; provided, however, the Township and NTBRA shall not be obligated to indemnify, defend, and hold harmless the Indemnified Parties from the wrongful acts or omissions of the Indemnified Parties.

2.3. The Township and NTBRA shall obtain, at their sole cost and expense prior to commencement of any Development Activities by or on behalf of the Township and/or NTBRA on their respective portion of the Property, a policy of commercial general liability insurance (as set forth below), including \$1,000,000 in pollution liability coverage, to protect the Indemnified Parties from claims that might arise out of or as a result of Township and/or NTBRA 's or its contractor’s operations or activities on, at or related to the Property. Additionally, the Township and NTBRA shall require its subcontractors to purchase and maintain, at their sole expense and as long as they are providing services to Township and/or NTBRA, the following insurance coverage:

- A. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include SLB as additional named insured for work performed by Township and/or NTBRA or subcontractor for Township and/or NTBRA in accordance with this Agreement.

Minimum Limits:

- \$5,000,000 per occurrence

- B. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include SLB as additional named insured for work performed by or for Township and/or NTBRA in accordance with this Agreement.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person / \$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage **OR**
- A combined single limit of \$1,000,000 per occurrence

Insurance coverage shall cover all claims against SLB, or their respective officials and employees, arising out of the work performed by Township and/or NTBRA or any of its subcontractors under this Agreement. For all work subcontracted on their portion of the Property, it shall be the responsibility of Township and NTBRA to maintain (or to arrange for the subcontractors to maintain) Independent Contractor’s Protective Liability

Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Township and NTBRA shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to SLB. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by SLB, and in the event the Agreement is so terminated by SLB, SLB shall immediately transfer and convey fee title to the Property back to Township and NTBRA. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. The Township and NTBRA waive all rights against the SLB for the recovery of damages that are covered by insurance policies the Township and NTBRA are required to maintain pursuant to this Agreement. The Township's and/or NTBRA's failure to obtain and maintain the required insurance will not limit this waiver. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by SLB. If the Township and/or NTBRA's policy contains coverage limits higher than the required minimums, the SLB is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Township and NTBRA to any indemnified party or other person.

Any and all required insurance policies shall be maintained until Reconveyance has occurred as set forth in Section 3 of this Agreement. The Township and NTBRA shall be responsible for providing evidence of the renewal of any insurance policy.

2.4. The Township and NTBRA shall provide complete release and waiver of all liens on their parcels of the Property arising out of Development Activities or this Agreement, or a bond satisfactory to the SLB indemnifying it against any lien, all to the satisfaction of the SLB.

2.5. Development Activities shall mean: Any environmental activity involving the collection of environmental samples or remediation of contamination and any pre-construction or construction activities involving soil excavation or relocation or other land altering activity; removal of brush, trees or other flora or other land clearing activity; or clearing, dredging, or other alteration of any waterway or wetland.

2.6. During the term of this Agreement, the SLB shall have no obligation to secure or maintain the Property. It is understood that the Township and NTBRA will provide any and all required maintenance, insurance, and security during the term of this Agreement. To the extent SLB shall incur any costs to maintain the Property in compliance with all governmental laws, rules, regulations or ordinances, the Township and/or NTBRA shall pay the actual costs incurred by the SLB, plus a 20% administrative fee, payable within thirty (30) days of receiving an invoice from the SLB.

2.7. During the term of this agreement, other than its receipt and recording of the warranty deed referenced herein, the SLB shall not cause or allow any liens, judgments, mortgages or other encumbrances to attach to title of the property. Regardless of the date of an applicable Closing, the Township and NTBRA shall be responsible for any and all taxes, water, and other utilities upon the Property during the SLB ownership.

2.8. It is the express intent of the parties that the SLB not incur any expenses or liabilities by entering into this Agreement.

3. Reconveyance.

3.1. Following the effective date of this Agreement, Township and NTBRA shall have fifteen (15) years in which to A) exercise their Option by giving written notice as provided in Section 3.3, B) cause the acquisition of the Property or part thereof by future developer(s), pursuant to a negotiated purchase agreement(s) (upon terms satisfactory to the SLB), and/or C) reacquire the Property itself (all hereinafter the "Reconveyance") from SLB (the "Reconveyance Period") and close as provided in Section 8. The SLB shall convey to Township and/or NTBRA and/or future developer(s) all of its rights, title and interest in the Property, or part thereof. The Property shall be reconveyed by quit claim deed subject to any encumbrances present at the Transfer, approved or caused by the Township and/or NTBRA, and any and all restrictions, zoning ordinances and title exceptions, if any, conveying marketable title to the Property to the Township and/or NTBRA and/or future developer(s), but the Township and/or NTBRA and/or future developer(s) shall bear all costs and fees associated with the Reconveyance. SLB shall not transfer or convey any interest in the Property except as provided in this Agreement. In the event the Township and/or NTBRA fails to properly exercise the Option before the Reconveyance Period expires, the SLB shall reconvey the Property or any part thereof to the Township and/or NTBRA, respectively, for the sum of Ten Thousand Dollars (\$10,000.00).

3.2. The SLB shall also have the right, at any time within the Reconveyance Period, to require the Township and/or NTBRA to exercise their reacquisition rights by giving written notice of the requirement that it exercise its right to reacquire the Property. In such case, the Township and/or NTBRA must exercise its right to reacquire the Property within 90 days of receipt of such notice.

3.3. The Township and/or NTBRA and/or future developer(s) may elect to acquire all or a part of the Property at any time during the Reconveyance Period of this Agreement pursuant to Section 3.1 by notifying the SLB in writing of its election to purchase all or part of the Property (the "Election Notice"). The Election Notice may be delivered in person, by certified mail, or by overnight delivery service. The Township and/or NTBRA and/or future developer(s) may exercise the Option provided for in this Agreement on one or more occasions by giving an Election Notice to SLB at SLB's address stated herein or at a subsequent address that SLB provides to Township and/or

NTBRA in writing. The Election Notice shall specify the portions of the Property that are to be acquired pursuant to the exercise.

4. Right of First Refusal. If at any time SLB receives interest in the property, including but not limited to a bona fide written offer from an unrelated third party to purchase the Property, SLB shall give notice to the Township and/or NTBRA of the interested party's contact information, and/or terms of the proposed offer. The Township and/or NTBRA shall then have sixty (60) calendar days to negotiate and accept a purchase agreement with the third party (upon terms reasonably satisfactory to the SLB). If the Township and/or NTBRA fails to do so, SLB may then sell the Property to the offeror on the terms and conditions disclosed, and absent reasonable objection by the Township and/or NTBRA. If SLB does not close the transaction with the offeror after the Township's and/or NTBRA's failure to agree to terms of a purchase agreement, the right of first refusal shall be reinstated and be in place until its termination as provided below. This right shall terminate upon the expiration of the Reconveyance Period.

After termination, the Township and/or NTBRA shall, at SLB's request, execute and acknowledge any reasonable documents stating that this Right of First Refusal is terminated and of no effect.

5. Post-Closing Obligations.

5.1. In the event the Property is sold to future developer(s), the Township and/or NTBRA covenant and agree that the developer's(s') development project shall be included in an Act 381 Brownfield Plan approved by MITC and the local governing bodies prior to Closing.

5.2. The Township and/or NTBRA and/or future developer(s) agree to prosecute, or cause to be prosecuted, any improvements upon the Property in a good and workmanlike manner in accordance with the terms of this Agreement.

6. Default. In the event of default by the Township and/or NTBRA and/or future developer(s), SLB will provide written notice of default to Township and/or NTBRA and/or future developer(s). If the Township and/or NTBRA and/or future developer(s) fail to cure within 30 days after the SLB's written notice, SLB shall be entitled to terminate this Agreement by written notice delivered to Township and/or NTBRA and/or future developer(s). Further, in the event of such a termination, Township and/or NTBRA and/or future developer(s) and SLB agree that SLB's damages would be difficult or impossible to ascertain, and therefore, as a reasonable estimate of such damages, the parties agree that Township and/or NTBRA and/or future developer(s) shall pay SLB as liquidated damages the sum of Fifteen Thousand Dollars (\$15,000.00) per parcel or part thereof that is in default. In the event of a default by Township and/or NTBRA and/or future developer(s), Township and/or NTBRA and/or future developer(s) shall pay all of SLB's reasonable costs and attorneys' fees in enforcing this Agreement.

In the event of default by SLB, Township and/or NTBRA and/or future developer(s) will provide written notice of default to SLB. If SLB fails to cure within thirty (30) days after the Township and/or NTBRA's and/or future developer(s) written notice Township and/or NTBRA and/or future developer(s) shall be entitled to, at its election: (i) terminate this Agreement by written notice delivered to SLB; or (ii) obtain specific performance of the terms and conditions hereof.

7. Notice, Closing and Possession. Following the Election Notice, each applicable Closing will occur at a location and time agreed upon by both the SLB and Township and/or NTBRA and/or future developer(s). Each applicable Closing shall occur within thirty (30) calendar days of the applicable Election Notice (the "Closing"), but no later than within thirty (30) calendar days after the expiration of the Reconveyance Period. SLB shall deliver possession of the Property to Township and/or NTBRA and/or future developer(s) at the Closing.

7.1. A Quit Claim Deed reasonably acceptable to the Township and/or NTBRA or Developer(s) (in the general form attached hereto as Exhibit B) will be prepared by SLB for each applicable Closing. All other closing documents will be prepared by the Township and/or NTBRA and/or future developer(s). All closing costs, title insurance premiums, taxes and special assessments, if any, will be paid by Township and/or NTBRA and/or future developer(s). Each of the parties shall be responsible for its own legal fees.

7.2. At each applicable Closing, pursuant to a negotiated purchase agreement for developer(s), SLB will convey title to the applicable parcel(s) of Property by Quit Claim Deed, subject to any encumbrances present at the Transfer, approved or caused by the Township and/or NTBRA, and any restrictions, zoning ordinances and title exceptions, if any. Township and/or NTBRA and/or future developer(s) will accept the applicable parcel(s) of Property "AS IS, WHERE IS, WITH ALL FAULTS" that is, in its then present condition. The SLB shall expeditiously record the Quit Claim Deed for a parcel or part thereof transferred to a developer. The Township or NTBRA shall expeditiously record the Quit Claim Deed for any parcels or parts thereof transferred to the Township or NTBRA, respectively, and provide notice of such recording(s) to the SLB.

7.3. The execution and delivery of each Quit Claim Deed by the SLB will be deemed to be in full performance and discharge of all the terms and conditions of this Agreement to be observed or performed by SLB, except those that are stated expressly to survive the Closing.

8. Zoning, Safety and Regulatory Compliance. When title passes to the Township and/or NTBRA and/or future developer(s) at an applicable Closing, the Property will immediately become subject to certain State of Michigan (the "State") safety and regulatory laws and to certain local ordinances and regulations (including zoning and use requirements) to which the Property was not previously subject to because it was owned by the State. The Township and NTBRA acknowledge, and any future developer(s) shall acknowledge, that in certain substantial respects the Property may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. The Township and NTBRA acknowledge, and any future developer(s) shall acknowledge, that they will comply

with all zoning and use requirements. The Township and NTBRA acknowledge, and any future developer(s) shall acknowledge, that the SLB is under no obligation to take any action to bring the Property into compliance with such statutes, and that the Township and NTBRA and any future developer(s) have had the opportunity to make a personal inspection of the Property. The Township and NTBRA further acknowledge, and any future developer(s) shall acknowledge, that it is their responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

9. Real Estate Broker. The SLB and Township and NTBRA acknowledge, and any future developer(s) shall acknowledge, that there is no broker entitled to any fee from SLB.

10. Notices. Notices under this Agreement must be delivered to:

Township:

Charter Township of Northville
44405 Six Mile Road
Northville, Michigan 48168
Attention: Mark Abbo, Township Supervisor

NTBRA:

Charter Township of Northville Brownfield Redevelopment Authority
44405 Six Mile Road
Northville, Michigan 48168
Attention: Joe Vig, Chair

SLB:

State Land Bank Authority
PO Box 30766
Lansing, Michigan 48909
Attention: Director

Facsimile or electronic notices will not be accepted. Either party may change its address by giving notice of the change to the other party.

11. Representations and Warranties. The Township and NTBRA represent and warrant and the SLB represents, as follows:

11.1. The Township and NTBRA each have the full right, power and authority to reacquire their portions of the Property as provided in this Agreement and to carry out its obligations hereunder, and all requisite action necessary to authorize the Township and NTBRA to enter into this Agreement and to carry out their obligations hereunder have been, or by the Closing will have been, taken. The persons signing this Agreement on behalf of Township and NTBRA are authorized to do so.

11.2 The SLB represents that it has the full right, power and authority to acquire the Property as provided in this Agreement and to carry out its obligations hereunder, and all requisite action necessary to authorize the SLB to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The persons signing this Agreement on behalf of the SLB are authorized to do so.

11.3. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against the Township and/or NTBRA which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

11.4. The foregoing representations and warranties shall be continuing and shall be true and correct as of the Effective Date and as of the Closing, and all such representations and warranties shall survive the Closing.

12. Public Policy Provisions.

12.1. Nondiscrimination. Pursuant to MCL 37.2209 and MCL 37.1209, Township and NTBRA will comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. In addition, as provided in Executive Directive 2019-09, Township and NTBRA shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The Township and NTBRA agree to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

12.2. Unfair Labor Practices. Pursuant to MCL 423.324, the State may void a contract if Township and NTBRA or any of their contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 et seq. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

13. Miscellaneous Provisions.

13.1. It is expressly understood and agreed that neither the SLB nor the Township nor NTBRA may assign its interest under this Agreement or any portion thereof without the prior written consent of the other party, its successors or assigns which consent shall not be unreasonably withheld or delayed.

13.2. Any news releases or other media releases to the public of information by the Township and/or NTBRA with respect to the sale of the Property or any matters set forth in this Agreement will only be made after advance notice to the SLB and absent its timely objection.

13.3. Each provision of this Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement is declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

13.4. This Agreement may be changed or modified only if in writing and signed by both parties.

13.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to a Closing, as may be reasonably requested by the other party to consummate more effectively this Agreement. Without limiting the generality of the foregoing, the Township and NTBRA will, and shall cause any future developer(s) to, if requested by SLB, execute acknowledgments of receipt with respect to any materials delivered by SLB to the Township and/or NTBRA and/or future developer(s) with respect to the Property. The provisions of this Section will survive each applicable Closing.

13.6. The provisions of this Agreement and of the documents to be executed and delivered at each applicable Closing are and will be for the benefit of SLB and Township and/or NTBRA, and/or future developer(s), only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at an applicable Closing.

13.7. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

13.8. Captions and headings used in this Agreement are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Agreement.

13.9. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

14. Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan, and no action will be commenced by or against the SLB, their designees, agents or employees for any matter whatsoever arising out of this Agreement in any court other than the Michigan Court of Claims.

15. Entire Agreement. This instrument constitutes the entire agreement between the SLB and the Township and NTBRA, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Agreement will inure to the benefit of and bind the parties and their respective agents, representatives, successors and assigns.

[signatures begin on the next page]

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the dates written below and this Agreement shall be effective as of the Effective Date.

**TOWNSHIP:
CHARTER TOWNSHIP OF NORTHVILLE**

By: Mark Abbo
Its: Township Supervisor

Dated: _____

**NTBRA:
CHARTER TOWNSHIP OF NORTHVILLE
BROWNFIELD REDEVELOPMENT AUTHORITY**

By: Joe Vig
Its: Chair

Dated: _____

**SLB:
STATE LAND BANK AUTHORITY**

By: Jeffrey M. Huntington
Its: Authorized Officer

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Parcel No.: 071-99-0002-701

PT OF THE S 1/2 OF SEC 18, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI AND BEING MORE PARTICULARLY DESC AS FOLLOWS: BEG AT THE SW COR OF SEC 18, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI AND PROC TH FROM SD POB N 85 D 48 M 32 S E, ALONG THE S LINE OF SD SEC 18, SD LINE BEING ALSO THE CENTER LINE OF PHOENIX RD (66 FT WIDE), A MEASURED DIST OF 2726.58 FT (DESC 2726.55 FT) TO THE S 1/4 COR OF SD SEC 18; TH N 85 D 47 M 40 S E, CONT ALONG THE S LINE OF SD SEC 18 AND THE CENTER LINE OF SD PHOENIX RD, A DIST OF 1493.08 FT TO THE PT OF INTERSEC OF SD SEC LINE, WITH THE SERLY LINE OF THE CHESAPEAKE AND OHIO RAILRD RIGHT-OF-WAY (99 FT WIDE); TH N 68 D 08 M 00 S W, ALONG SD SERLY RAILRD RIGHT-OF-WAY LINE, A DIST OF 1554.74 FT TO A PT OF CURVE IN SD RIGHT-OF-WAY LINE; TH CONT ALONG SD RAILRD RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE, CONCAVE TO THE S, RAD 7472.79 FT, AN ARC DIST OF 2008.25 FT, (CHD BEARS N 75 D 49 M 57 S W, 2002.32 FT) TO A PT; TH CONT ALONG SD SERLY RAILRD RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE, CONCAVE TO THE S, RAD 7472.79 FT, AN ARC DIST OF 477.87 FT, (CHD BEARS N 85 D 21 M 50 S W, 477.79 FT) TO A PT; TH S 02 D 31 M 45 S E, A DIST OF 325.62 FT TO A PT; TH S 87 D 28 M 15 S W, A DIST OF 350.00 FT TO A PT; TH S 02 D 31 M 45 S E, ALONG A LINE 60.00 FT E OF, AS MEASURED AT RIGHT ANGTS TO AND PARALLEL WITH THE W LINE OF SD SEC 18, A DIST OF 774.19 FT TO A PT; TH S 87 D 28 M 15 S W, A DIST OF 27.00 FT TO A PT; TH N 02 D 31 M 45 S W, ALONG A LINE 33.00 FT E OF, AS MEASURED AT RIGHT ANGTS TO AND PARALLEL WITH THE W LINE OF SD SEC 18, A DIST OF 900.00 FT TO A PT; TH S 87 D 28 M 15 S W, A DIST OF 33.00 FT TO A PT ON THE W LINE OF SD SEC 18; TH S 02 D 31 M 45 S E, ALONG THE W LINE OF SD SEC 18, SD LINE BEING ALSO THE CENTER LINE OF NAPIER RD (66 FT WIDE), A DIST 1200.00 FT TO THE POB. THE ABOVE DESC PARCEL IS SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SERLY AND WERLY 33 FT THEREOF FOR RD PURPOSES (PHOENIX RD AND NAPIER RD). CONTAINING 81.569 +/- AC.

Parcel No.: 071-99-0002-702

PT OF THE S 1/2 OF SEC 18, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI AND BEING MORE PARTICULARLY DESC AS FOLLOWS: BEG AT THE SE COR OF SEC 18, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI AND PROC TH FROM SD POB N 02 D 49 M 15 S W, ALONG THE E LINE OF SD SEC 18, SD LINE BEING ALSO THE CENTER LINE OF RIDGE RD (66 FT WIDE), A DIST OF 1274.02 FT TO A PT; TH S 87 D 02 M 13 S W, A DIST OF 1326.80 FT TO A PT; TH S 02 D 36 M 43 S E, A DIST OF 23.28 FT TO A PT; TH S 86 D 26 M 11 S W, A MEASURED DIST OF 2667.93 FT (DESC 2668.14 FT) TO A PT ON THE NERLY LINE OF THE CHESAPEAKE AND OHIO RAILRD RIGHT-OF-WAY (99 FT WIDE); TH ALONG SD NERLY RAILRD RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE, CONCAVE TO THE S, RAD 7571.79 FT, AN ARC DIST OF 1559.40 FT, (CHD BEARS S 74 D 02 M 00 S E, 1556.65 FT) TO A PT OF TANG IN SD RIGHT-OF-WAY LINE; TH CONT ALONG SD NERLY RAILRD RIGHT-OF-WAY LINE S 68 D 08 M 00 S E, A DIST OF 1757.08 FT TO A PT ON THE S LINE OF SD SEC 18; TH N 85 D 47 M 40 S E, ALONG THE S LINE OF SD SEC 18, SD LINE BEING ALSO THE CENTER LINE OF PHOENIX RD (66 FT WIDE), A DIST OF 924.67 FT TO THE POB. THE ABOVE DESC PARCEL IS SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SERLY AND EERLY 33 FT THEREOF FOR RD PURPOSES (PHOENIX RD AND RIDGE RD). CONTAINING 68.194 +/- AC.

Parcel No.: 066-99-0001-725

PT OF THE SW 1/4 OF SEC 17, T. 1S., R. 8E., NVILLE T.SHIP, WAYNE COUNTY, MI DESC AS: BEG AT THE SW COR OF SD SEC; TH N00D05M06SW 934.79 FT ALONG THE W LINE OF SD SEC, SD LINE ALSO BEING THE CENTERLINE OF RIDGE RD, VARIABLE WIDTH; TH N89D50M24SE 600.00 FT; TH S00D05M06SE 441.49 FT; TH N89D50M24SE 864.13 FT; TH S00D09M39SE 81.72 FT; TH S25D09M52SE 299.64 FT; TH S00D09M39SE 140.02 FT TO THE S LINE OF SD SEC 17 AND THE CENTERLINE OF 5 MILE RD, VARIABLE WIDTH; TH ALONG SD S LINE S89D50M24SW 1591.42 FT TO THE SD SW COR OF SD SEC 17 AND TO THE POB. SUBJECT TO RIGHTS OF WAY FOR RIDGE AND 5 MILE RDS, ANY OTHER RIGHTS OF WAY, EASEMENTS, OR RESTRICTIONS OF RECORD, AND CONTAINS 23.46 ACRES (GROSS), MORE OR LESS.

EXHIBIT B
FORM OF QUIT CLAIM DEED

QUIT CLAIM DEED

THE STATE OF MICHIGAN, by the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic, whose address is Post Office Box 30766, Lansing, Michigan 48909 (the “Grantor”), by authority of MCL 124.757, quit claims to the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan municipal corporation, whose address is 44405 Six Mile Road, Northville, Michigan 48168 (the “Grantee”), for _____ (\$_____), the following described real property (the “Property”) in the Charter Township of Northville, County of Wayne, State of Michigan, further described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Subject to any and all encumbrances, restrictions, zoning ordinances and title exceptions, if any, and including the following:

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471 *et seq.*

The Grantor grants to Grantee the right to make _____ divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The terms of this conveyance apply to the administrators, successors, and assigns of the parties.

STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Date: _____

State of Michigan)
)
County of _____)

This instrument was acknowledged before me on _____, 20__, by Jeffrey M. Huntington, Authorized Officer of the State Land Bank Authority, a Michigan public body corporate and politic, on behalf of the State of Michigan.



Signature

Printed Name exactly as it appears on application
for commission as a notary public

Notary Public, State of Michigan, County of _____
My Commission expires: _____
Acting in the County of: _____

This Instrument Drafted By:
Patrick J. Ennis
State Land Bank Authority
P.O. Box 30766
Lansing, Michigan 48909
(517) 335-8212

After Recording, Return to:
Jeffrey M. Huntington, Authorized Officer
State Land Bank Authority
P.O. Box 30766
Lansing, Michigan 48909
(517) 335-8212

**THIS INSTRUMENT IS EXEMPT FROM
THE REAL ESTATE TRANSFER TAX ACT BY MCL 207.505(h)(i)
AND THE STATE REAL ESTATE TRANSFER TAX ACT BY MCL 207.526(h)(i)**

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

XXX.

Parcel No.: XXX