



## BOARD OF TRUSTEES

Mark J. Abbo, Supervisor  
Cynthia L. Jankowski, Clerk  
Jason Rhines, Treasurer

Scott Frush, Trustee  
Mindy Herrmann, Trustee  
Roger Lundberg, Trustee  
Christopher Roosen, Trustee

### Brownfield Redevelopment Authority Special Meeting

**Date:** June 24, 2024  
**Time:** 6:00 P.M.  
**Place:** Northville Township Assembly Room  
44405 6 Mile Road

#### Call To Order:

**Roll Call:** Frank Abkenar, William Bufe, Matthew Heron, Jim Petrie, Ramanujam Ramanujam, Chris Roosen, Aric Tosqui, Janice Wilkiemeyer

**Approval of Minutes:** Brownfield Redevelopment Authority – March 18, 2024

**Presentation:** None

**Brief Public Comments:** (Anyone wishing to comment on an agenda item, or any other matter, may do so at this time. Citizen Comments are requested to be limited to two minutes.)

#### New Business:

- Amendment to the Seven Mile Brownfield Plan*  
Representative: Mark Abbo, Township Supervisor | Trevor Woollatt, Fleis & Vandenbrink  
Request: To formally approve amendment to the Seven Mile Brownfield Plan.  
Action: Motion to Approve: To approve the amendment to the Seven Mile Brownfield Plan.
- RedGuard Amended Real Estate Agreement*  
Representative: Mark Abbo, Township Supervisor | Alan Helmkamp, Attorney  
Request: To approve Amended Real Estate Agreement with RedGuard.  
Action: Motion to Approve: To approve the Amended Real Estate Agreement between the Brownfield Redevelopment Authority and RedGuard Fire & Security for approximately 3.7 acres, subject to survey, at the northeast corner of Five Mile and Ridge Roads for a purchase price of \$175,000 per buildable acre.

**Reports:** None

**Upcoming Meeting Dates:** September 23, 2024

**Discussion:**

**Adjournment**



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

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**Date:** March 18, 2024  
**Time:** 6:00 P.M.  
**Place:** Northville Township Assembly Room  
44405 6 Mile Road

**Call to Order:** Chair Ramanujam called the meeting to order at 6:00 P.M.

**Roll Call:**

Present: William Bufe, Matthew Heron, Jim Petrie, Ramanujam Ramanujam, Chris Roosen, Aric Tosqui, Janice Wilkiemeyer

Absent: Joe Vig, Mark Knoth (excused)

Also present: Wendy Hillman, Township Finance Director  
Jennifer Frey, Township Planner  
Mark Abbo, Township Supervisor  
Trevor Woollatt, Township Brownfield Consultant (Fleis & VandenBrink)

**Approval of Minutes:** Brownfield Redevelopment Authority – March 27, 2023.

**MOTION by Tosqui, support by Roosen,** to correct and approve the September 25, 2023 minutes as follows:

- P. 1, under Approval of Minutes, correct the misspelling of Member Tosqui's name.

**Motion passed by voice vote 7-0.**

**Motion to amend agenda:**

**MOTION by Petrie, support by Roosen,** to move Agenda items 4 and 5 to follow Item 10.

**Motion passed by voice vote 7-0.**

**Brief Public Comments:**

None

**New Business:**

1. *Charter Township of Northville Board Elections - Chair*  
 Representative: Mark Abbo, Township Supervisor  
 Request: To formally appoint Mr. Ramanujam Ramanujam as the Chair of the Authority  
 Action: Motion to Approve: To approve the appointment of Mr. Ramanujam Ramanujam as Chair of the Authority

**MOTION by Petrie, support by Tosqui,** to approve the appointment of Mr. Ramanujam Ramanujam as Chair of the Authority.

**Motion passed unanimously by voice vote.**

2. *Charter Township of Northville Board Elections – Vice-Chair*  
 Representative: Mark Abbo, Township Supervisor  
 Request: To formally appoint [Name] as the Vice-Chair of the Authority  
 Action: Motion to Approve: To approve the appointment of [Name] as Vice-Chair of the Authority

**MOTION by Ramanujam, support by Petrie,** to approve the appointment of Mr. Matthew Heron as Vice-Chair of the Authority.

**Motion passed unanimously by voice vote.**

3. *Charter Township of Northville Board Elections – Secretary*  
 Representative: Mark Abbo, Township Supervisor  
 Request: To formally re-appoint Mr. Jim Petrie as the Secretary of the Authority  
 Action: Motion to Approve: To approve the re-appointment of Mr. Jim Petrie as Secretary of the Authority

**MOTION by Ramanujam, support by Petrie,** to approve the re-appointment of Mr. Jim Petrie as Secretary of the Authority.

**Motion passed unanimously by voice vote.**

6. *Charter Township of Northville (former Northville Psychiatric Hospital property)*  
 Representative: Mark Abbo, Township Supervisor  
 Request: Summer 2023 Tax Increment Reimbursement  
 Action: Motion to Approve: Payment to REIS in the amount of **\$645.38** from Summer 2023 local tax increment revenues (represents 2023 PPT received after last BRA meeting).

**MOTION by Petrie, support by Roosen**, to approve payment to REIS in the amount of **\$645.38** from Summer 2023 local tax increment revenues.

**Roll call vote:**

**Ayes - Bufe, Heron, Petrie, Ramanujam, Roosen, Tosqui, Wilkiemeyer**

**Nays – None**

**Motion passed 7-0.**

- 7. *Charter Township of Northville (former Northville Psychiatric Hospital property)*  
Representative: Mark Abbo, Township Supervisor  
Request: Winter 2023 Tax Increment Reimbursement  
Action: Motion to Approve: Payment to REIS in the amount of **\$310,100.93** from Winter 2023 local tax increment revenues.

**MOTION by Bufe, support by Petrie**, to approve payment to REIS in the amount of **\$310,100.93** from Winter 2023 local tax increment revenues.

**Roll call vote:**

**Ayes - Bufe, Heron, Petrie, Ramanujam, Roosen, Tosqui, Wilkiemeyer**

**Nays – None**

**Motion passed 7-0.**

- 8. *Charter Township of Northville (former Northville Psychiatric Hospital property)*  
Representative: Mark Abbo, Township Supervisor  
Request: April 2024 Debt Service Payment (P&I)  
Action: Motion to Approve: Payment to Bank of New York Mellon in the amount of **\$307,983.75**, including \$165,000 of principle and \$142,983.75 of interest.

**MOTION by Bufe, support by Petrie**, to approve payment to Bank of New York Mellon in the amount of **\$307,983.75**, including \$165,000 of principle and \$142,983.75 of interest.

**Roll call vote:**

**Ayes - Bufe, Heron, Petrie, Ramanujam, Roosen, Tosqui, Wilkiemeyer**

**Nays – None**

**Motion passed 7-0.**

- 9. *Charter Township of Northville (former Scott Correctional Facility – Revolving Fund Capture)*  
Representative: Mark Abbo, Township Supervisor  
Request: Summer 2023 Tax Increment Reimbursement  
Action: Motion to Approve: Payment to the Charter Township of Northville

in the amount of **\$5,553.52** from Summer 2023 state and local tax increment revenues (represents 2023 taxes received after last BRA meeting).

**MOTION by Tosqui, support by Petrie**, to approve payment to the Charter Township of Northville in the amount of **\$5,553.52** from Summer 2023 state and local tax increment revenues.

**Roll call vote:**

**Ayes - Bufe, Heron, Petrie, Ramanujam, Roosen, Tosqui, Wilkiemeyer**

**Nays – None**

**Motion passed 7-0.**

10. *Charter Township of Northville (former Northville Psychiatric Hospital property)*  
 Representative: Mark Abbo, Township Supervisor  
 Request: Winter 2023 Tax Increment Reimbursement  
 Action: Motion to Approve: Payment to the Charter Township of Northville in the amount of **\$677,108.52** from Winter 2023 tax increment revenues.

**MOTION by Tosqui, support by Petrie**, to approve payment to the Charter Township of Northville in the amount of **\$677,108.52** from Winter 2023 tax increment revenues.

**Roll call vote:**

**Ayes - Bufe, Heron, Petrie, Ramanujam, Roosen, Tosqui, Wilkiemeyer**

**Nays – None**

**Motion passed 7-0.**

4. *Charter Township of Northville – Approval of Mill Street Brownfield Plan*  
 Representative: Mark Abbo, Township Supervisor  
 Request: To Approve the Mill Street Brownfield Plan  
 Action: Motion to Favorably Recommend Adoption by the Township Board Of Trustees the Brownfield Plan for the Mill Street Storage Redevelopment Project, pursuant to Act 381 of the Public Acts of the State of Michigan of 1996, as amended.

Township Brownfield Consultant Woollatt explained that Agenda Item 4 was an application for a favorable recommendation to the Board of Trustees for a Brownfield Plan for the Mill Street Storage Redevelopment Project, which project was to convert an existing building, located at 42975 Mill Street, to a mini storage facility. The Plan has a 12-year reimbursement estimate. There is an option in the Plan to continue the tax capture for five more years if the Authority and the Township want to fund a Local Revolving Fund.

Agenda Item 5 was a request for approval of the Mill Street Brownfield Plan Reimbursement Agreement. The Agreement outlines how the tax increment will be reimbursed to the developer.

Members of the development team present this evening included:

- Anne Jamieson-Urena, Jamieson Development Consulting, 4495 Lynne Lane, Commerce Township
- Marc Nassif, Mill Street Storage, LLC, 335 East Maple Road, Suite 200, Birmingham MI

The applicants provided the following information:

- Mr. Nassif had purchased the property June 2023.
- The property is an eyesore and has vandalism and safety issues.
- The redevelopment is very expensive due to brownfield issues, floodway and floodplain issues, and other issues that impact the site.
- The self-storage facility will be professionally managed, and will provide an attractive building with only two overhead doors in the entire building.
- The applicants were working with Applied Environmental, who has been evaluating the site conditions in terms of existing contamination on the property. The site contained an old gauge manufacturing plant, with industrial use dating from the early 1900s. There is identified contamination in the soil and within the building itself.
- Since the building contained PCBs, and PCBs were federally regulated, the applicants had been working with the Environmental Protection Agency. They were also working with EGLE (Michigan Department of Environment, Great Lakes and Energy) relative to asbestos and lead-based paint in the building, all of which has to be abated in order to retrofit the building for its new use.
- The soils surrounding the building had minor contamination including metals and VOCs (volatile organic compounds). Any soil that is removed to an offsite location must be taken to a Type 2 landfill.
- After the BRA's and the Township's consideration and approval of the Brownfield Plan, the applicants will be submitting an Act 381 Work Plan to EGLE, who will approve the state process.
- BRA and the Township will approve the local tax capture, and the State will approve the state tax capture.
- The project can be a successful redevelopment and adaptive reuse of an old building that is functionally obsolete and which qualifies as a brownfield site.
- The payback period, as already mentioned, will be 10-12 years. The applicants had worked with the Township Assessor to get an evaluation of the new projected increase in taxable value (after redevelopment). Tax tables showing this information were part of tonight's submittal documentation.

In response to questions, the applicants gave the following further information:

- The site has not been used since approximately 2007.
- The soil has been analyzed for soil gas, and the low levels of contamination in the soil can be managed either by on-site capping, or removal to a Type 2 landfill.
- The storage facility will serve a variety of customers, including residential customers who need extra space to store household goods, etc.
- The facility will hopefully open first quarter 2025.
- Structurally the building is in good shape. Some structural modifications will be made to accommodate the new use.

- The existing elevators will have to be replaced; this will require proper management and disposal of the hydraulic fluid used for the elevators.
- Next steps include selective demolition, in order to address the vandalism inside the building, and to abate the asbestos.
- Without Brownfield Authority assistance, redeveloping this property would be much less likely to occur.
- Regarding preservation of the original 1925 building, everything that is visible on the north and west façade will remain. There is a small, out-of-sight metal structure on the east side of the property that is not structurally sound that will be removed.

Member Roosen said he was very interested in preserving the original Henry Ford structure. He was also hopeful that this redevelopment project will provide synergy that encourages other redevelopment in the area.

Mr. Nassif said that when he acquired the building, there was an approved site plan that did not properly identify the floodway. Mr. Nassif had worked with his civil engineers to provide correct identification of the floodway; this was part of the resubmittals to the Township.

In response to questions, Ms. Jamieson-Urena said that they had completed due diligence on the building's interior. There is a detailed table in the Brownfield Plan regarding abatement processes, and there is a provision in the Plan to accommodate for the possibility that the concrete flooring under the woodblock flooring in the mezzanine area has to be removed rather than encapsulated. The property has been thoroughly vetted, and hopefully there won't be any surprises beyond what is listed in the Plan.

In response to questions specifically related to the Plan, the applicants explained the following:

- To the extent the soil can be left alone or capped, that is what will be done. Any disrupted soil will be removed to a Type 2 landfill. They were not contemplating source area removal, because there was not an area of high concentration of contamination.
- Previous environmental remediation removed underground storage tanks and associated soil; the soil that remains includes lower contamination levels which has to be properly managed per state requirements.
- The last paragraph under A. on page 2, describes the circumstances under which the developer might deviate from the plan without coming back to the BRA or the Township for amendment. For instance, if a specific line item within the eligible cost is slightly modified to accommodate for an unanticipated response activity or an unanticipated situation, there was built-in flexibility that the developer can, without an amendment, address that with EGLE. An example might be finding an underground storage tank. Most likely the developer will notify the Township of any unidentified situation, but this is not required. However, in the present case and for this site, it was not anticipated that there will be any major unanticipated situations. If the developer did run into an issue, they would first notify EGLE, and after that, depending on the situation, they would communicate with the BRA via the Township.

- The Township Supervisor and the applicant had both referred to a plan duration of 10-12 years. The reference to 35 years' duration on page 7 of the Plan (just below the table) is a statutory reference. Act 381 allows for brownfield plans to have a life of 30 years where property taxes can be captured and reimbursed, and if there is a delay in the project or other compelling reason, a project can capture for another 5 years. This language does not affect the 10-12 year duration of the proposed Plan and the specific reimbursement agreement for this developer.

The Board discussed with the applicants the importance of maintaining the original architectural elements of the building. After discussion and amendment, the following motion was offered:

**MOTION by Roosen, support by Petrie**, to favorably recommend adoption by the Township Board of Trustees the Brownfield Plan for the Mill Street Storage Redevelopment Project pursuant to Act 381 of the Public Acts of the State of Michigan of 1996 as amended, contingent upon maintaining the original integrity of the exterior building elevations including but not limited to materials, colors, and window placement in accordance with the site plan approval granted by the Northville Township Planning Commission at their April 26, 2022 meeting and in accordance with the administrative site plan review comments dated March 14, 2024.

#### Discussion

Supervisor Abbo pointed out that the Township is subsidizing this project via tax capture for a total of \$1.7M, which is in excess of \$400K/acre. It is important that the Township is assured that the project as has been discussed tonight and negotiated in other meetings held over a significant amount of time, including as presented to and agreed upon by the Planning Commission, is the project that is developed. It is also important that any modifications be brought to the Township Board as well as to the Planning Commission, including modifications to the elevations, which had been presented as maintaining the original building colors, windows, and other architectural elements.

Supervisor Abbo added that he supported this Brownfield Project and Plan. This site was located in an area that needs a lot of attention, and the applicants had worked diligently with the Township to make this redevelopment happen.

Mr. Nassif said he did not oppose the motion as stated.

#### **Roll call vote:**

**Ayes - Bufe, Heron, Petrie, Ramanujam, Roosen, Tosqui, Wilkiemeyer**

**Nays – None**

**Motion passed 7-0.**

#### 5. *Charter Township of Northville – Approval of Mill Street Brownfield Plan Reimbursement Agreement*

Representative: Mark Abbo, Township Supervisor

Request: To Approve the Mill Street Brownfield Plan Reimbursement



Action: Agreement  
Motion to Approve: the Reimbursement Agreement for the Mill Street Storage Redevelopment Project

**MOTION by Roosen, support by Petrie,** to approve the Reimbursement Agreement for the Mill Street Storage Redevelopment Project.

Discussion:

Township Brownfield Consultant Woollatt explained that the Reimbursement Agreement is the legal document that describes how the tax increment revenues get disbursed, specifically how the developer will get reimbursed for qualified activities on site. This document has been reviewed by the Township Attorney.

The Reimbursement Agreement is approved by the Brownfield Redevelopment Authority and does not go to the Board of Trustees.

Member Heron asked about the language in Article 2.Section 2.2 Covenant to pay Financial Obligations, 1<sup>st</sup> line, that referenced EGLE Loan funds. Since there were no EGLE Loan funds, this language should be deleted, so that the first sentence read: "The Development will utilize the Owner's own funds to pay for the . . ."

Member Heron asked about Article 5, Section 5.1 Conditions Precedent to BRA's obligation to reimburse Eligible Activities expenses for the Owner's Development, sub.par. (b), which gave the developer 180 days to submit for payment of invoice, but only allowed the BRA 30 days upon receipt of the invoice to meet in order to approve the invoice for payment.

After discussion, and as the language also required the invoices be submitted 30 days before the next regularly scheduled BRA meeting, and as the Finance Director and Township Supervisor did not feel meeting the 30 day requirement would be an issue, no changes were suggested.

It also came out in discussion that an invoice being approved for payment did not necessarily mean payment was immediate; reimbursement will depend on the amount of tax capture available to reimburse.

Ms. Jamieson-Urena said their intent would be to present one reimbursement request at the end of the project.

After amendment, the motion now read:

**MOTION by Roosen, support by Petrie,** to approve the Reimbursement Agreement for the Mill Street Storage Redevelopment Project, with the following change:

- Article 2.Section 2.2 Covenant to pay Financial Obligations, 1<sup>st</sup> line, delete reference to EGLE Loan funds, so that the first sentence reads: "The Development will utilize the Owner's own funds to pay for the . . ."

**Roll call vote:****Ayes - Bufe, Heron, Petrie, Ramanujam, Roosen, Tosqui, Wilkiemeyer****Nays – None****Motion passed 7-0.****Reports:**

Finance Director Hillman reviewed the spreadsheets *Master Tax Capture – Seven Mile Brownfield* and *Capital Projects Fund – Seven Mile Demolition* as of March 15, 2024.

Supervisor Abbo addressed the \$2.5M in bond funds remaining in the Capital Projects Fund for the Seven Mile demolition project. At the time the demolition of the buildings was planned and the bonds were issued, the Township was unsure what the final cost would be. Costs were quoted as high as \$18M, but when the bids came in they were significantly lower. The Township accepted the lowest qualified bidder, and the ultimate cost was \$8.5M. The Township had issued \$12M worth of bonds.

The Township spent more than \$2.5M in demolition of some of the earlier sites, and the \$2.5M remaining in bond funds could be used to reimburse for that amount. However, the Board committed in 2023 to use \$1.5M for reimbursement for improvements to Legacy Park. Therefore, the \$2.5M will go back to the General Fund, with \$1.5M of that then used for Legacy Park improvements.

**Upcoming Meeting Dates:**

Secretary Petrie suggested that a study session/training session be scheduled especially for the benefit of new members, that would address the responsibilities of both the BRA and EDC. This suggestion was well received, and Secretary Petrie will work with the Chair and Finance Director Hillman to develop an agenda and possible date for this meeting.

Finance Director Hillman said that a Special Meeting was being scheduled for April 15, 2024 related to a potential amendment to the Seven Mile Brownfield Plan, in order to allow certain further eligible infrastructure costs to be part of the Plan.

Chair Ramanujam requested that a subcommittee meeting be held to go over the issues involved prior to the formal public meeting on the 15<sup>th</sup>.

Next regular meeting is scheduled for September 23, 2024, with the Special Meeting as discussed April 15, 2024, and with a study session date to be determined.

**Adjournment****Motion by Petrie, support by Tosqui, to adjourn.**

**Motion carried unanimously by voice vote.**

Meeting was adjourned at 7:29 P.M.

NORTHVILLE TOWNSHIP  
BROWNFIELD REDEVELOPMENT AUTHORITY

THIRD AMENDMENT OF  
BROWNFIELD PLAN

for the

REDEVELOPMENT

of the

FORMER NORTHVILLE PSYCHIATRIC HOSPITAL PROPERTY  
NORTHVILLE TOWNSHIP, MICHIGAN

Approved by Northville Township Board of Trustees On\_  
\_\_\_\_\_, 2024

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EXHIBIT B	Site Location Map
EXHIBIT C	List of Developer Pre-Plan Approval Eligible Activities
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## FORMER NORTHVILLE PSYCHIATRIC HOSPITAL PROPERTY

### INTRODUCTION

The Northville Township Board of Trustees ("Township Board") adopted the Brownfield Plan in connection with the redevelopment of a portion of the former Northville Psychiatric Hospital located at Seven Mile and Haggerty Road in Northville Township, Michigan on September 20, 2012 and the First Amendment to Brownfield Plan on November 20, 2014 (the "Brownfield Plan"). The Township Board has considered and adopted this Third Amendment to the Brownfield Plan ("Amended Plan") to include costs for public infrastructure, site preparation, and relocation of public buildings associated with the construction of a new Northville Township Essential Services Complex. This Amended Plan describes the site conditions and redevelopment plan which are to be implemented pursuant to the Michigan Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended ("Act 381").

### SITE DESCRIPTION

The proposed redevelopment Project (defined below) is comprised of the 415 acre former Northville Psychiatric Hospital property located along Seven Mile Road and Haggerty Road in Northville Township, Wayne County, Michigan (the 415 acre parcel is hereafter referred to as the "Property"). The Property is further identified by the legal description attached as Exhibit A to this Amended Plan and shown on the site location map in Exhibit B.

### PROPOSED PROJECT DESCRIPTION

REIS-Northville LLC and REIS-MOB I, LLC (collectively, "REIS" or the "Developer"), acquired the Property in 2005. In 2009, the Developer sold certain parcels of the Property to the Township, and in 2014 transferred other parcels, cumulatively totaling over 300 acres, to the Township, and retained 82+/- acres for future redevelopment. In addition, the Developer agreed to pay for the demolition, abatement and environmental remediation of approximately 20+/- acres of land at the Property ("Borrow Area"), provided the Township satisfied other conditions. The Project's eligible activities include the demolition of obsolete facilities and structures, asbestos and lead paint abatement, site preparation and infrastructure improvements. Eligible activities will also include due care and additional response activities.

The redevelopment includes environmental investigation and remediation, the abatement and demolition of existing buildings, mass site preparation activities and construction of ambulatory care facilities, multiple commercial/retail buildings and public green spaces by the Developer and Township on the Property (the "Project"). The total development is expected to be 400,000 to 450,000 square feet on the portion of the Property owned by the Developer. The Project will include associated infrastructure improvements to accommodate the redevelopment. Total capital investment for the Project is anticipated to be approximately \$130 million.

The Property is eligible for "core community" status under Act 381 because the Developer and the Township conveyed interests in their respective parcels to the Wayne County Land Bank in

2012. Because of that status, public infrastructure and site preparation activities on the Property are eligible for reimbursement with tax increment revenue under Act 381.

### **Amendment #1**

This Amendment includes public infrastructure, site preparation, and relocation of public buildings which are eligible for capture of local and State taxes based on the former ownership of the property by the Wayne County Land Bank.

### SUMMARY OF EXISTING CONTAMINATION

Several investigations have been conducted on the Property which identified historic landfill areas containing waste materials, including suspected medical wastes. A former incinerator used to burn medical waste is also present on the Property. The existing buildings on the Property are in a general state of disrepair and contain various types and quantities of potentially hazardous materials. Asbestos and lead paint are present within the buildings which must be abated to mitigate potential health hazards associated with these materials.

### ELIGIBILITY

According to the analytical results from the investigations performed at the Property, contamination exists in the historic waste disposal areas, within the steam tunnels and associated soils and within several of the buildings on the Property in excess of the Michigan Department of Environmental Quality Generic Residential Cleanup Criteria. Therefore, the Property is a "facility" under Part 201 of the Natural Resources and Environmental Protection Act, PA 451 of 1996. One or more of the buildings on the Property are functionally obsolete as determined by a level 3 or 4 assessor.

### PLAN ASPECTS

1. Description of Costs to Be Paid for With Tax Increment Revenues and Summary of Eligible Activities (MCL 125.2663(l)(a)&(b))

It is expected that eligible activities for the Project for the purpose of this Amended Plan will consist of the activities set forth below. The following costs are estimated to amount to as much as \$39,298,174 and include costs incurred before the adoption of the original Brownfield Plan and this Amended Plan as permitted under MCL 125.2663(16)(c). An Act 381 Work Plan has been prepared and includes the demolition of buildings and structures (including associated site improvements) and asbestos and lead paint abatement.

- a. **Previous Environmental Investigations/Due Care Activities.** Site investigation, due care analysis and baseline environmental assessment work, demolition, lead and asbestos abatement have previously been performed at the Property. Those costs are eligible for reimbursement pursuant to MCL 125.2663(16)(c) which provides that tax increment revenue may be used to reimburse the reasonable costs of site investigations, baseline environmental assessments, and due care activities if included in an approved brownfield plan. Actual costs to be reimbursed are subject to demonstration that they qualify as eligible activities per the DAR. Those that so qualify will be reimbursed from available tax increment revenues from the Property. A list of Developer's costs potentially eligible for reimbursement is included as Exhibit C. A list of the Township's costs potentially eligible for reimbursement is included as Exhibit D.

Developer: \$194,242  
Township: \$691,122

- b. **Administrative Expense Payments to Wayne County Land Bank.** The Developer has incurred and will incur expenses for payments to the Wayne County Land Bank relating to the Land Bank's participation in the Brownfield project covered by this Amended Plan.

Developer: \$285,000

- c. **Asbestos and Lead Paint Abatement.** Costs for the abatement of asbestos and lead paint, as required, prior to demolition of existing obsolete buildings and structures.

Developer: \$465,000  
Township: \$8,031,310

- d. **Demolition.** Demolition of the existing buildings and structures, including site improvements and any associated tunnel systems will be conducted to remove these obstacles to redevelopment and eliminate any associated potential threat to public health and safety.

Developer: \$1,035,000  
Township: \$6,100,000

- e. **Site Preparation.** Site Preparation will consist of clearing and grubbing, land balancing, staking, geotechnical engineering, temporary construction access and/or roads, temporary facility, erosion control, temporary site control and mass grading for the entire site.

Developer \$4,460,000

- f. **Infrastructure.** Infrastructure improvements will consist of ring road and curb construction, traffic signals and may include improvements on Haggerty, 7 Mile Road (both east and west of Haggerty), and Meadowbrook Drive, street lighting & landscaping, utility installation (e.g. water, sanitary sewer, storm sewer, electrical lines and natural gas, including any tap or impact fees associated with the utility installation) and signage.

Developer: \$13,250,000

- g. **Contingencies.** A 15% contingency is included to cover unanticipated eligible costs for the \$33,341,310 included in items c, d, e and f above.

\$ 5,001,197

- H **Authority's Administrative Expenses.** Reasonable administrative costs incurred by the Authority during the administration of this Amended Plan.



- i. **Plan Preparation.** Reasonable costs incurred for drafting and preparation of Brownfield Plans and Act 381 Work Plans.

Developer: \$75,000  
Township: \$75,000

**Amendment #1**

**Site Preparation.** Site preparation will consist of clearing and grubbing, land balancing, staking, temporary facilities, soil erosion control, geotechnical, paving, integrated parking, general conditions.

Township \$5,542,000

**Infrastructure.** Infrastructure will include . Sanitary sewer extension in road ROW and connection to main, municipal water extension in road ROW and connection, public infrastructure improvements (sidewalk), underground conduit and electric for traffic control signals.

Township \$1,045,000

**Relocation of Public Buildings.** The department of public works and police station will be relocated from other locations in Northville Township to the new Essential Services Complex. The costs associated with relocation include communication/telecom, internet equipment and associated cabling, video arraignment equipment to connect with the 35<sup>th</sup> District Court, building security systems, new communication tower for police, DPW and fire,

Township \$1,506,000

**Plan Preparation.** Reasonable costs incurred for drafting and preparation of Brownfield Plans and Act 381 Work Plans.

Township \$30,000

The principal cost of the activities described above shall not exceed the original plan of \$39,298,174 plus interest, plus the Township's reasonable administrative costs incurred by the Authority as allowed per the DAR plus Amendment #1 activities of \$8,123,000 for a total of \$47,391,174. Reimbursement of these expenses will be processed, assigned, apportioned and capped in accordance with the DAR. The agreement with the developer capped reimbursement at \$10,000,000, therefore the total indebtedness with contingency is \$44,797,232.

2. Estimate of Captured Taxable Value and Tax Increment Revenues  
(MCL 125.2663(1)(c)).

See attached combined Schedule 1. It is the intention of the Authority to collect only so much tax increment revenues as necessary to reimburse the eligible activities incurred by the Developer and Township, plus interest, pursuant to this Amended Plan and the DAR, plus the amounts to be deposited into the Local Site Remediation Revolving Fund ("Revolving Fund") as described in Paragraph 12 below if such fund is established by the Township.

3. Method of Financing and Description of Reimbursements by the Municipality  
(MCL 125.2663(1)(d)).

The Authority, the Township and the Developer have entered into the DAR, which establishes, among other things, the method of financing and reimbursing the costs of the eligible activities. The Township may collect tax revenue for an additional five years after the later of the time which all eligible activities are reimbursed or when all bonds issued to fund eligible activities have been retired, pursuant to Section 13(5) of Act 381, as stated in the DAR, for deposit in the Revolving Fund if

approved by the Township.

4. Maximum Amount of Note or Bonded Indebtedness (MCL 125.2663(1)(e)).

The total indebtedness with respect to this project shall not exceed \$39,298,174, plus interest pursuant to Act 381 and the DAR without further amendment to the Brownfield Plan.

5. Duration of Brownfield Plan (MCL 125.2663(I)(I)).

The Plan will remain in effect for as many years as required to fully reimburse all eligible activities, and interest as provided in the DAR, and deposits to the Revolving Fund, or for 30 years from the commencement of tax increment revenue capture, whichever is less. It is the intention of the Authority to collect only so much tax increment revenues as are required to pay all obligations of the Authority incurred and approved pursuant to this Amended Plan and as allowed by the DAR, and the Revolving Fund deposits. Therefore, the duration of the Plan will begin upon adoption of this Amended Plan by the Township with the first year of capture beginning in 2014.

6. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (MCL 125.2663(1)(g)).

An estimate of the impact of tax increment financing on revenues of the taxing jurisdictions is attached as Schedule 1.

7. Legal description. Property Map. Statement of Characteristics That Qualify the Property as Eligible Property and Statement as to Personal Property (MCL 125.2663(1)(h)).

See Exhibits A and B to this Amended Plan. New personal property is included as part of the eligible property.

8. Estimates of Residents and Displacement of Families (MCL 125.2663(1)(i)).

There are no residents that will be displaced as a part of the Project.

9. Plan for Relocation of Displaced Persons (MCL 125.2663(1)(j)).

There are no residents that will be displaced as part of the Project.

10. Provisions for Relocation Costs (MCL 125.2663(1)(k)).

There are no residents that will be displaced as part of the Project.

11. Strategy for Compliance with Michigan's Relocation Assistance Law (MCL 125.2663(1)(l)).

There are no residents that will be displaced as part of the Project.

12. Description of Proposed Use of Local Site Remediation Revolving Fund (MCL 125.2663(1)(m)).

If available, the Township intends to capture the maximum amount permitted by Act 381 for deposit into the Revolving Fund to be utilized as approved by the Township in accordance with Act 381.

13. Other Material that the Authority or Governing Body Considers Pertinent

The Northville Township Board considers redevelopment of the Property an important public objective in order to remove blight from the community. The Property has redevelopment potential, and the Project includes various uses and product types that will provide significant public benefits to the Township. Through the implementation of this proposed redevelopment new investment will generate new tax revenue that can be applied to public infrastructure improvements and cleanup of the long standing potential environmental and public health and safety threat at the Property.

Amendment #1

The approved 381 Work Plan indicated in **Section 1.4 Proposed Redevelopment and Future Use** that future development by the Township was under development and that the Township would seek an Amendment to facilitate those redevelopment plans. The Township sold bonds to conduct asbestos abatement and demolition activities removing the remaining former State Psychiatric Hospital buildings. Development of the property along Hagerty and 7 Mile is partially completed and the Township is confident that the TIR being generated will be sufficient to allow the Township to move forward with the development of a new Essential Services Complex.

Exhibit A

LEGAL DESCRIPTION

Commencing at the E 1/4 corner of Section 12, T1S, R8E, Northville Township, Wayne County, Michigan, thence S 86°51'00" W 1384.05 feet along the E-W 1/4 line of said Section 12 to the POINT OF BEGINNING,

thence continuing S 86°51'00" W 1300.54 feet along the E-W 1/4 line of said Section 12 to the center of said Section 12;

thence S 86°56'16" W 2725.93 feet along the E-W 1/4 line of said Section 12 and the North line of Northville Trails Subdivision, as recorded in Liber 104 of Plats, Pages 76-80, Wayne County Records, and the North line of Maple Hill Subdivision No. 2, as recorded in Liber 101 of Plats, Pages 66-73, Wayne County Records, to the W 1/4 corner of said Section 12, also being the E 1/4 corner of Section 11, T1S, R8E, Northville Township, Wayne County, Michigan

thence N 84°52'11" W 2725.81 feet along the E-W 1/4 line of said Section 11, and along the North line of Lakes of Northville Subdivision, as recorded in Liber 98 of Plats, Pages 4145, Wayne County Records, to the center of said Section 11;

thence N 84°57'41" W 200.15 feet along the E-W 1/4 line of said Section 11 and the North line of said Lakes of Northville Subdivision;

thence N 01°31'59" E 1.14 feet;

thence N 00°01'59" E 72.00 feet;

thence N 49°07'59" E 131.49 feet;

thence N 23°51'59" E 84.98 feet;

thence N 07°23'01" W 69.92 feet;

thence N 32°26'01" W 81.37 feet;

thence N 15°54'01" W 309.92 feet;

thence N 64°53'34" W 282.85 feet;

thence Southwesterly 2284.97 feet along the arc of a circular curve to the left, radius 1071.28 feet, central angle 122°12'30", long chord S 53°59'07" W 1875.81 feet, also being the North line of the Cascades of Northville Condominium Subdivision Plan No. 445, as recorded in Liber 29487, Pages 276-339, Wayne County Records, and its extension thereof;

thence S 82°59'19" W 4.24 feet;

thence N 12°53'43" W 479.57 feet along the Easterly right-of-way line of the CSX Railroad to the E-W 1/4 line of said Section 11;

thence continuing N 12°53'48" W 1042.64 feet along the Easterly right-of-way line of the CSX Railroad;

thence N 38°56'58" E 299.77 feet;

thence N 83°26'58" E 145.50 feet;

thence N 69°56'58" E 198.00 feet;

thence N 26°26'58" E 99.30 feet;

thence N 62°28'58" E 108.87 feet;

thence S 62°48'02" E 103.70 feet;

thence S 41°32'02" E 205.39 feet;

thence N 60°06'43" E 169.60 feet;

thence N 89°09'43" E 74.80 feet;

thence S 36°18'17" E 344.00 feet;

thence S 36°18'17" E 106.31 feet;  
thence S 68°10'41" E 188.90 feet;  
thence S 82°32'45" E 67.44 feet;  
thence S 88°13'04" E 1017.15 feet;  
thence N 01°59'26" E 684.47 feet;  
thence S 89°23'51" E 699.89 feet;  
thence S 01°59'58" W 707.88 feet,  
thence S 89°23'51" E 490.98 feet;  
thence N 01°59'58" E 100.07  
feet;  
thence N 14°40'02" E 219.23 feet;  
thence S 89°23'51" E 68,17 feet;  
thence N 07°34'28" W 1045.66 feet;  
thence along the Southerly right-of-way line of Seven Mile Road in the following eight (g) courses:

S 89°24'02" E 1202.76 feet;  
N 89°47'45" E 2644.55 feet;  
N 84°14'51" E 1732.77 feet;  
N 85°40'43" E 266.12 feet;  
S 88°26'48" E 148.93 feet;  
N 87°59'44" E 197.69 feet;  
S 85°39'30" E 197,80  
feet; S 88°35'24" E  
148.07 feet;

thence along the Westerly right-of-way line of Haggerty Road in the following three (3)  
courses:

S 00°02'45" W 350.00 feet;  
S 89°57'16" E 10.00 feet;  
S 00°02'45" W 467.43 feet;

thence N 89°57'28" W 695.16 feet;  
thence S 36°50'06" W 1001.88 feet;  
thence S 01°40'17" W 942.04 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of  
Section 12 and the N 1/2 of Section 11 and the SW 1/4 of Section 11, and containing  
414.64 acres of land, more or less. Being subject to easements and restrictions of  
record, if any.

## Exhibit B

### Site Location Map



EXHIBIT C

List of Developer Pre-Plan Approval Eligible **Activities**  
 (Subject to **qualification** review and confirmation per the DAR)

Consultant	Activity	Total Cost
ASTI	Preparation of environmental report related to Landfills and preparation of BEA	32,145.59
ATC Associates	Preparation of environmental reports related to environmental condition of buildings and asbestos abatement including proposed means and methods for removal abatement and due care compliance.	93,020.57
Cummins Barnard	Preparation of report related to the dismantling and decommissioning of the site electrical system to ensure due care conditions were understood and to properly prepare the Property for demolition.	11,000.00
McDowell & Assoc.	Preparation of soil report to assess means for removal of soils.	1,115.00
Midwestern Consult	Assessment of building conditions, recommendations for building disposition and plan for asbestos abatement and demolition of buildings, tunnels and structures including bid documents and specifications.	44,982.27
Munsell Associates	Preparation of building structural report for due care compliance purposes and to assess safety issues regarding entry to the buildings for asbestos abatement purposes.	9,740.00
Niswander & Assoc.	Preparation of wetland boundary report to determine soil remediation boundaries and potential impact on wetlands during remediation given proximity of wetland areas to landfill areas.	2,238.35
Total		194,241.78

EXHIBIT D

List of Township Pre-Plan Approval Eligible Activities (Subject to qualification review and confirmation per the DAR)

CONSULTANT ACTIVITY AND TOTAL COST

<u>CONSULTANT</u>	<u>ACTIVITY</u>	<u>TOTAL COST</u>
McDowell and Associates	Phase I, II and BEA	\$68,970
Conestoga Rovers and Associates	Pre-demolition asbestos abatement	\$66,310
National Environmental, Inc.	Non-environmental building demolition	\$300,000
Brownfield Authority Administrative Costs from May 2009 to First Plan Amendment		\$255,842



EXHIBIT D

List of Township Amendment 3 Eligible Activities

**Table 1**  
**Northville Township Essential Services Complex**

Eligible Activity and/or Investment	Estimated Cost
Surveying & Staking	\$95,000
Security Fencing (Temporary)	\$15,000
Security Fencing (Permanent)	\$178,000
Dewatering	\$20,000
Soil Erosion and Sedimentation Controls	\$20,000
Clearing and Grubbing	\$137,500
Temporary Facilities	\$40,500
Site Grading	\$666,000
Sheeting & Shoring (Temporary)	\$20,000
Sheeting & Shoring (Permanent)	\$110,000
Disposal of Solid Waste	\$40,000
Dust control	\$25,000
Storm Water Management Practices	\$975,000
Sanitary Sewer Systems	\$195,000
Domestic Water Site Utilities	\$750,000
Geotechnical Investigation	\$45,000
Construction Testing Services	\$120,000
Specialized Foundations	\$25,000
Asphalt & Site Concrete Placement	\$1,760,000
Topsoil/Seeding	\$185,000
Vertical, Underground, or Integrated Parking	\$30,000
Public Infrastructure Improvements	\$75,000
Electrical Site Lighting Fixtures	\$405,000
Underground Conduit for Public Traffic Signalization	\$25,000
General Conditions	\$630,000
Relocation of Public Buildings, DPW and Police	\$531,000
Communication Infrastructure Relocation and Replacement	\$600,000
Site security	\$375,000
<b>TOTAL</b>	<b>\$8,093,000</b>

Table 2  
Tax Capture Table



**Table 2  
Tax Increment Revenue Table  
7 Mile Property  
Northville Township  
Wayne County  
June 7, 2024**

Estimated Yearly Taxable Value (TV) Increase Rate: 1.5%  
Plan Duration (Years): 30  
Beginning Calendar Year: 2014

Plan Year	Calendar Year														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Calendar Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Parcel 1	Base TV	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476
	Estimated New TV	\$8,260,700	\$12,222,963	\$15,251,381	\$17,081,450	\$18,101,569	\$20,398,402	\$23,248,433	\$25,008,622	\$27,488,603	\$27,540,388	\$27,953,494	\$28,372,796	\$28,798,388	\$29,230,364
	Incremental Difference	\$6,890,224	\$10,852,487	\$13,880,905	\$15,710,974	\$16,731,093	\$19,029,926	\$21,877,957	\$23,638,146	\$26,118,127	\$26,169,912	\$26,583,018	\$27,002,320	\$27,427,912	\$27,859,888
Parcel 2	Base TV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Estimated New TV	\$2,443,603	\$2,482,701	\$2,490,149	\$2,512,560	\$2,565,324	\$2,626,892	\$2,676,803	\$2,714,278	\$2,803,849	\$2,944,041	\$2,988,202	\$3,033,025	\$3,078,520	\$3,124,698
	Incremental Difference	\$2,443,603	\$2,482,701	\$2,490,149	\$2,512,560	\$2,565,324	\$2,626,892	\$2,676,803	\$2,714,278	\$2,803,849	\$2,944,041	\$2,988,202	\$3,033,025	\$3,078,520	\$3,124,698
Total	Base TV	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476	\$1,370,476
	Estimated New TV	\$10,704,303	\$14,705,664	\$17,741,530	\$19,594,010	\$20,666,893	\$23,025,294	\$25,925,236	\$27,722,900	\$30,292,452	\$30,484,429	\$30,941,695	\$31,405,821	\$31,876,908	\$32,355,062
	Incremental Difference	\$9,333,827	\$13,335,188	\$16,371,054	\$18,223,534	\$19,296,417	\$21,654,818	\$24,554,760	\$26,352,424	\$28,921,976	\$29,113,953	\$29,571,219	\$30,035,345	\$30,506,432	\$30,984,586

School Capture	Millage Rate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
State Education Tax (SET)	6.0000	\$56,003	\$80,011	\$98,226	\$109,341	\$115,779	\$129,929	\$147,329	\$158,115	\$173,532	\$174,684	\$177,427	\$180,212	\$183,039	\$185,908	\$188,819
School Operating Tax	18.0000	\$168,009	\$240,033	\$294,679	\$328,024	\$347,336	\$389,787	\$441,986	\$474,344	\$520,596	\$524,051	\$532,282	\$540,636	\$549,116	\$557,723	\$566,458
<b>School Total</b>	<b>24.0000</b>	<b>\$224,012</b>	<b>\$320,045</b>	<b>\$392,905</b>	<b>\$437,365</b>	<b>\$463,114</b>	<b>\$519,716</b>	<b>\$589,314</b>	<b>\$632,458</b>	<b>\$694,127</b>	<b>\$698,735</b>	<b>\$709,709</b>	<b>\$720,848</b>	<b>\$732,154</b>	<b>\$743,630</b>	<b>\$755,278</b>

Local Capture	Millage Rate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Twp Operating	0.7686	\$7,174	\$10,249	\$12,583	\$14,007	\$14,831	\$16,644	\$18,873	\$20,254	\$22,229	\$22,377	\$22,728	\$23,085	\$23,447	\$23,815	\$24,188
NTVL Schools Sinking Fund	0.9396	\$8,770	\$12,530	\$15,382	\$17,123	\$18,131	\$20,347	\$23,072	\$24,761	\$27,175	\$27,355	\$27,785	\$28,221	\$28,664	\$29,113	\$29,569
Public Safety	6.4366	\$60,078	\$85,833	\$105,374	\$117,298	\$124,203	\$139,383	\$158,049	\$169,620	\$186,159	\$187,395	\$190,338	\$193,326	\$196,358	\$199,435	\$202,559
Library	1.0975	\$10,244	\$14,635	\$17,967	\$20,000	\$21,178	\$23,766	\$26,949	\$28,922	\$31,742	\$31,953	\$32,454	\$32,964	\$33,481	\$34,006	\$34,538
County Operating	6.5928	\$61,536	\$87,916	\$107,931	\$120,144	\$127,217	\$142,766	\$161,885	\$173,736	\$190,677	\$191,942	\$194,957	\$198,017	\$201,123	\$204,275	\$207,475
Schoolcraft College	2.2700	\$21,188	\$30,271	\$37,162	\$41,367	\$43,803	\$49,156	\$55,739	\$59,820	\$65,653	\$66,089	\$67,127	\$68,180	\$69,250	\$70,335	\$71,437
RESA Operating	0.0956	\$892	\$1,275	\$1,565	\$1,742	\$1,845	\$2,070	\$2,347	\$2,519	\$2,765	\$2,783	\$2,827	\$2,871	\$2,916	\$2,962	\$3,009
RESA Enhanced	1.9876	\$18,552	\$26,505	\$32,539	\$36,221	\$38,354	\$43,041	\$48,805	\$52,378	\$57,485	\$57,867	\$58,776	\$59,698	\$60,635	\$61,585	\$62,550
RESA/Spec Ed	3.3443	\$31,215	\$44,597	\$54,750	\$60,945	\$64,533	\$72,420	\$82,118	\$88,130	\$96,724	\$97,366	\$98,895	\$100,447	\$102,023	\$103,622	\$105,245
Wayne County Parks	0.2442	\$2,279	\$3,256	\$3,998	\$4,450	\$4,712	\$5,288	\$5,996	\$6,435	\$7,063	\$7,110	\$7,221	\$7,335	\$7,450	\$7,566	\$7,685
Shared Services	0.7561	\$7,057	\$10,083	\$12,378	\$13,779	\$14,590	\$16,373	\$18,566	\$19,925	\$21,868	\$22,013	\$22,359	\$22,710	\$23,066	\$23,427	\$23,794
HCMA	0.2070	\$1,932	\$2,760	\$3,389	\$3,772	\$3,994	\$4,483	\$5,083	\$5,455	\$5,987	\$6,027	\$6,121	\$6,217	\$6,315	\$6,414	\$6,514
Jails	0.9358	\$8,735	\$12,479	\$15,320	\$17,054	\$18,058	\$20,265	\$22,978	\$24,661	\$27,065	\$27,245	\$27,673	\$28,107	\$28,548	\$28,995	\$29,450
<b>Local Total</b>	<b>25.6757</b>	<b>\$239,653</b>	<b>\$342,390</b>	<b>\$420,338</b>	<b>\$467,902</b>	<b>\$495,449</b>	<b>\$556,003</b>	<b>\$630,461</b>	<b>\$676,617</b>	<b>\$742,592</b>	<b>\$747,521</b>	<b>\$759,262</b>	<b>\$771,179</b>	<b>\$783,274</b>	<b>\$795,551</b>	<b>\$808,012</b>

Non-Capturable Millages	Millage Rate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Property Bond	0.3500	\$3,267	\$4,667	\$5,730	\$6,378	\$6,754	\$7,579	\$8,594	\$9,223	\$10,123	\$10,190	\$10,350	\$10,512	\$10,677	\$10,845	\$11,014
School Debt	0.0992	\$926	\$1,323	\$1,624	\$1,808	\$1,914	\$2,148	\$2,436	\$2,614	\$2,869	\$2,888	\$2,933	\$2,980	\$3,026	\$3,074	\$3,122
Zoo Authority	3.4000	\$31,735	\$45,340	\$55,662	\$61,960	\$65,608	\$73,626	\$83,486	\$89,598	\$98,335	\$98,987	\$100,542	\$102,120	\$103,722	\$105,348	\$106,998
Art Institute	0.1986	\$1,854	\$2,648	\$3,251	\$3,619	\$3,832	\$4,301	\$4,877	\$5,234	\$5,744	\$5,782	\$5,873	\$5,965	\$6,059	\$6,154	\$6,250
<b>Total Non-Capturable Taxes</b>	<b>4.0478</b>	<b>\$37,781</b>	<b>\$53,978</b>	<b>\$66,267</b>	<b>\$73,765</b>	<b>\$78,108</b>	<b>\$87,654</b>	<b>\$99,393</b>	<b>\$106,669</b>	<b>\$117,070</b>	<b>\$117,847</b>	<b>\$119,698</b>	<b>\$121,577</b>	<b>\$123,484</b>	<b>\$125,419</b>	<b>\$127,384</b>

<b>Total Tax Increment Revenue (TIR) Available for Capture:</b>	<b>\$463,664</b>	<b>\$662,435</b>	<b>\$813,244</b>	<b>\$905,267</b>	<b>\$958,563</b>	<b>\$1,075,718</b>	<b>\$1,219,775</b>	<b>\$1,309,075</b>	<b>\$1,436,719</b>	<b>\$1,446,256</b>	<b>\$1,468,971</b>	<b>\$1,492,027</b>	<b>\$1,515,428</b>	<b>\$1,539,181</b>	<b>\$1,563,290</b>
<b>Running Total TIR:</b>	<b>\$463,664</b>	<b>\$1,126,099</b>	<b>\$1,939,343</b>	<b>\$2,844,610</b>	<b>\$3,803,173</b>	<b>\$4,878,891</b>	<b>\$6,098,666</b>	<b>\$7,407,741</b>	<b>\$8,844,460</b>	<b>\$10,290,716</b>	<b>\$11,759,687</b>	<b>\$13,251,714</b>	<b>\$14,767,142</b>	<b>\$16,306,323</b>	<b>\$17,869,613</b>

Footnotes:



Table 3  
Reimbursement Table

**Table 3**  
**Tax Increment Revenue Reimbursement Allocation Table**  
**7 Mile Property**  
**Northville Township**  
**Wayne County**  
**June 7, 2024**

Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only	Total
State	48.3%	\$ 15,236,163		\$ 15,236,163
Local	51.7%	\$ 16,299,964	\$ 10,000,000	\$ 26,299,964
<b>TOTAL</b>		<b>\$ 31,536,127</b>		<b>\$ 41,536,127</b>
EGL	0.0%	\$ -		\$ -
MSF	100.0%	\$ 31,536,127		\$ 31,536,127

Estimated Total Years of Plan:	30	Estimated Capture	\$40,636,381
		Administrative Fees	\$1,149,288
Estimated Years of Developer Reimbursement	30	State Brownfield Redevelopment Fund	\$2,685,702
		Local Brownfield Revolving Fund	\$325,861

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028		
Total State Incremental Revenue	\$ 224,012	\$ 320,045	\$ 392,905	\$ 437,365	\$ 463,114	\$ 519,716	\$ 589,314	\$ 632,458	\$ 694,127	\$ 698,735	\$ 709,709	\$ 720,848	\$ 732,154	\$ 743,630	\$ 755,278		
State Brownfield Redevelopment Fund (50% of SET)	\$ 28,001	\$ 40,006	\$ 49,113	\$ 54,671	\$ 57,889	\$ 64,964	\$ 73,664	\$ 79,057	\$ 86,766	\$ 87,342	\$ 88,714	\$ 90,106	\$ 91,519	\$ 92,954	\$ 94,410		
State TIR Available for Reimbursement	\$ 196,010	\$ 280,039	\$ 343,792	\$ 382,694	\$ 405,225	\$ 454,751	\$ 515,650	\$ 553,401	\$ 607,361	\$ 611,393	\$ 620,996	\$ 630,742	\$ 640,635	\$ 650,676	\$ 660,868		
Total Local Incremental Revenue	\$ 239,653	\$ 342,390	\$ 420,338	\$ 467,902	\$ 495,449	\$ 556,003	\$ 630,461	\$ 676,617	\$ 742,592	\$ 747,521	\$ 759,262	\$ 771,179	\$ 783,274	\$ 795,551	\$ 808,012		
BRA Admin. Fee (%) 5%	\$ 11,983	\$ 17,120	\$ 21,017	\$ 23,395	\$ 24,772	\$ 27,800	\$ 31,523	\$ 33,831	\$ 37,130	\$ 37,376	\$ 37,963	\$ 38,559	\$ 39,164	\$ 39,778	\$ 40,401		
Local TIR Available for Reimbursement	\$ 227,670	\$ 325,271	\$ 399,321	\$ 444,507	\$ 470,677	\$ 528,202	\$ 598,938	\$ 642,786	\$ 705,462	\$ 710,145	\$ 721,299	\$ 732,620	\$ 744,110	\$ 755,773	\$ 767,611		
<b>Total State &amp; Local TIR Available</b>	<b>\$ 423,680</b>	<b>\$ 605,310</b>	<b>\$ 743,113</b>	<b>\$ 827,201</b>	<b>\$ 875,901</b>	<b>\$ 982,954</b>	<b>\$ 1,114,588</b>	<b>\$ 1,196,187</b>	<b>\$ 1,312,824</b>	<b>\$ 1,321,538</b>	<b>\$ 1,342,294</b>	<b>\$ 1,363,362</b>	<b>\$ 1,384,745</b>	<b>\$ 1,406,450</b>	<b>\$ 1,428,480</b>		
<b>DEVELOPER</b>	Initial Balance																
REI Reimbursement Running Total	\$10,000,000	\$227,670	\$552,941	\$952,262	\$1,396,769	\$1,867,446	\$2,395,648	\$2,994,586	\$3,637,372	\$4,342,834	\$5,052,979	\$5,774,278	\$6,506,897	\$7,251,008	\$8,006,781	\$8,774,392	
Northville Township Reimbursement Running Total	\$ 31,536,127	\$196,010	\$476,049	\$819,841	\$1,202,536	\$1,607,760	\$2,062,512	\$2,578,162	\$3,131,562	\$3,738,924	\$4,350,317	\$4,971,313	\$5,602,055	\$6,242,690	\$6,893,366	\$7,554,234	
<b>MSF Non-Environmental Costs</b>	<b>Year Total:</b>	<b>\$0</b>	<b>\$196,010</b>	<b>\$280,039</b>	<b>\$343,792</b>	<b>\$382,694</b>	<b>\$405,225</b>	<b>\$454,751</b>	<b>\$515,650</b>	<b>\$553,401</b>	<b>\$607,361</b>	<b>\$611,393</b>	<b>\$620,996</b>	<b>\$630,742</b>	<b>\$640,635</b>	<b>\$650,676</b>	<b>\$660,868</b>
State Tax Reimbursement		\$15,236,163	\$196,010	\$280,039	\$343,792	\$382,694	\$405,225	\$454,751	\$515,650	\$553,401	\$607,361	\$611,393	\$620,996	\$630,742	\$640,635	\$650,676	\$660,868
Local Tax Reimbursement		\$16,299,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total MSF Reimbursement Balance</b>	<b>\$31,536,127</b>	<b>\$31,340,117</b>	<b>\$31,060,078</b>	<b>\$30,716,286</b>	<b>\$30,333,591</b>	<b>\$29,928,367</b>	<b>\$29,473,615</b>	<b>\$28,957,965</b>	<b>\$28,404,565</b>	<b>\$27,797,203</b>	<b>\$27,185,810</b>	<b>\$26,564,814</b>	<b>\$25,934,072</b>	<b>\$25,293,437</b>	<b>\$24,642,761</b>	<b>\$23,981,893</b>	
<b>Local Only Costs</b>	<b>Year Total:</b>	<b>\$0</b>	<b>\$227,670</b>	<b>\$325,271</b>	<b>\$399,321</b>	<b>\$444,507</b>	<b>\$470,677</b>	<b>\$528,202</b>	<b>\$598,938</b>	<b>\$642,786</b>	<b>\$705,462</b>	<b>\$710,145</b>	<b>\$721,299</b>	<b>\$732,620</b>	<b>\$744,110</b>	<b>\$755,773</b>	<b>\$767,611</b>
<b>Total Local Only Reimbursement Balance</b>	<b>\$10,000,000</b>	<b>\$9,772,330</b>	<b>\$9,447,059</b>	<b>\$9,047,738</b>	<b>\$8,603,231</b>	<b>\$8,132,554</b>	<b>\$7,604,352</b>	<b>\$7,005,414</b>	<b>\$6,362,628</b>	<b>\$5,657,166</b>	<b>\$4,947,021</b>	<b>\$4,225,722</b>	<b>\$3,493,103</b>	<b>\$2,748,992</b>	<b>\$1,993,219</b>	<b>\$1,225,608</b>	
<b>Total Annual Project Reimbursement</b>		<b>\$423,680</b>	<b>\$605,310</b>	<b>\$743,113</b>	<b>\$827,201</b>	<b>\$875,901</b>	<b>\$982,954</b>	<b>\$1,114,588</b>	<b>\$1,196,187</b>	<b>\$1,312,824</b>	<b>\$1,321,538</b>	<b>\$1,342,294</b>	<b>\$1,363,362</b>	<b>\$1,384,745</b>	<b>\$1,406,450</b>	<b>\$1,428,480</b>	
<b>Total Project Reimbursement</b>		<b>\$423,680</b>	<b>\$1,028,990</b>	<b>\$1,772,103</b>	<b>\$2,599,305</b>	<b>\$3,475,206</b>	<b>\$4,458,160</b>	<b>\$5,572,747</b>	<b>\$6,768,934</b>	<b>\$8,081,758</b>	<b>\$9,403,296</b>	<b>\$10,745,590</b>	<b>\$12,108,952</b>	<b>\$13,493,698</b>	<b>\$14,900,147</b>	<b>\$16,328,627</b>	
<b>LOCAL BROWNFIELD REVOLVING FUND</b>																	
<b>Year Total</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Post-Reimbursement Overflow</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
State Tax Capture	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Local Tax Capture	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total LBRF Capture</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGL & Local TIR only.

Footnotes:

**Table 3**  
**Tax Increment Revenue Reimbursement Allocation Table**  
**7 Mile Property**  
**Northville Township**  
**Wayne County**  
**June 7, 2024**

Maximum Reimbursement
State
Local
<b>TOTAL</b>
EGLE
MSF

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL		
	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043			
<b>Total State Incremental Revenue</b>	\$ 767,100	\$ 779,100	\$ 791,280	\$ 803,643	\$ 816,191	\$ 828,927	\$ 841,854	\$ 854,975	\$ 868,293	\$ 881,811	\$ 895,532	\$ 909,458	\$ 923,593	\$ 937,941	\$ 952,503	\$ 21,485,614		
State Brownfield Redevelopment Fund (50% of SET)	\$ 95,888	\$ 97,388	\$ 98,910	\$ 100,455	\$ 102,024	\$ 103,616	\$ 105,232	\$ 106,872	\$ 108,537	\$ 110,226	\$ 111,941	\$ 113,682	\$ 115,449	\$ 117,243	\$ 119,063	\$ 2,685,702		
<b>State TIR Available for Reimbursement</b>	\$ 671,213	\$ 681,713	\$ 692,370	\$ 703,187	\$ 714,167	\$ 725,311	\$ 736,622	\$ 748,104	\$ 759,757	\$ 771,585	\$ 783,590	\$ 795,776	\$ 808,144	\$ 820,698	\$ 833,440	\$ 18,799,912		
<b>Total Local Incremental Revenue</b>	\$ 820,660	\$ 833,498	\$ 846,528	\$ 859,754	\$ 873,178	\$ 886,803	\$ 900,633	\$ 914,671	\$ 928,918	\$ 943,380	\$ 958,059	\$ 972,957	\$ 988,079	\$ 1,003,428	\$ 1,019,008	\$ 22,985,757		
BRA Admin. Fee (%) 5%	\$ 41,033	\$ 41,675	\$ 42,326	\$ 42,988	\$ 43,659	\$ 44,340	\$ 45,032	\$ 45,734	\$ 46,446	\$ 47,169	\$ 47,903	\$ 48,648	\$ 49,404	\$ 50,171	\$ 50,950	\$ 1,149,288		
<b>Local TIR Available for Reimbursement</b>	\$ 779,627	\$ 791,823	\$ 804,202	\$ 816,766	\$ 829,519	\$ 842,463	\$ 855,602	\$ 868,937	\$ 882,473	\$ 896,211	\$ 910,156	\$ 924,309	\$ 938,675	\$ 953,257	\$ 968,057	\$ 21,836,469		
<b>Total State &amp; Local TIR Available</b>	\$ 1,450,840	\$ 1,473,536	\$ 1,496,572	\$ 1,519,953	\$ 1,543,686	\$ 1,567,774	\$ 1,592,224	\$ 1,617,041	\$ 1,642,229	\$ 1,667,796	\$ 1,693,746	\$ 1,720,085	\$ 1,746,820	\$ 1,773,955	\$ 1,801,498	\$ 40,636,381		
<b>DEVELOPER</b>	Initial Balance																	
REI Reimbursement Running Total	\$10,000,000	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392	\$8,774,392		
Northville Township Reimbursement Running Total	\$ 31,536,127	\$9,005,074	\$10,478,610	\$11,975,182	\$13,495,135	\$15,038,821	\$16,606,595	\$18,198,819	\$19,815,860	\$21,458,089	\$23,125,885	\$24,819,631	\$26,539,716	\$28,286,536	\$30,060,491	\$31,536,127		
<b>MSF Non-Environmental Costs</b>	Year Total:	\$0	\$1,450,840	\$1,473,536	\$1,496,572	\$1,519,953	\$1,543,686	\$1,567,774	\$1,592,224	\$1,617,041	\$1,642,229	\$1,667,796	\$1,693,746	\$1,720,085	\$1,746,820	\$1,773,955	\$1,475,636	
State Tax Reimbursement		\$15,236,163	\$671,213	\$681,713	\$692,370	\$703,187	\$714,167	\$725,311	\$736,622	\$748,104	\$759,757	\$771,585	\$783,590	\$795,776	\$808,144	\$820,698	\$712,929	
Local Tax Reimbursement		\$16,299,964	\$779,627	\$791,823	\$804,202	\$816,766	\$829,519	\$842,463	\$855,602	\$868,937	\$882,473	\$896,211	\$910,156	\$924,309	\$938,675	\$953,257	\$762,707	
<b>Total MSF Reimbursement Balance</b>		\$31,536,127	\$22,531,053	\$21,057,517	\$19,560,945	\$18,040,992	\$16,497,306	\$14,929,532	\$13,337,308	\$11,720,267	\$10,078,038	\$8,410,242	\$6,716,496	\$4,996,411	\$3,249,591	\$1,475,636	\$0	
<b>Local Only Costs</b>	Year Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,774,392	
<b>Total Local Only Reimbursement Balance</b>		\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,225,608	
<b>Total Annual Project Reimbursement</b>			\$1,450,840	\$1,473,536	\$1,496,572	\$1,519,953	\$1,543,686	\$1,567,774	\$1,592,224	\$1,617,041	\$1,642,229	\$1,667,796	\$1,693,746	\$1,720,085	\$1,746,820	\$1,773,955	\$1,475,636	\$40,310,519
<b>Total Project Reimbursement</b>			\$17,779,467	\$19,253,002	\$20,749,574	\$22,269,528	\$23,813,213	\$25,380,988	\$26,973,212	\$28,590,252	\$30,232,482	\$31,900,278	\$33,594,023	\$35,314,109	\$37,060,928	\$38,834,883	\$40,310,519	\$40,310,519
<b>LOCAL BROWNFIELD REVOLVING FUND</b>																		
Year Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$325,861	
Post-Reimbursement Overflow		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$325,861	
State Tax Capture	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Local Tax Capture	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total LBRF Capture</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$325,861	

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed

Footnotes:



Memo To: Charter Township of Northville Brownfield Redevelopment Authority (NTBRA)

For: Special Meeting, June 24, 2024

Action Item: Review and Approve proposed Amended Real Estate Purchase Agreement with RedGuard Fire & Security, a Michigan Corporation (RedGuard) (copy provided)

Key Provisions of original Real Estate Purchase Agreement with RedGuard (copy provided), which remain in effect:

Parcel: Approximately 3.7 acres, subject to survey, at the northeast corner of 5 Mile and Ridge Roads. (a/k/a MITC Parcel 5; see copy of map provided)

Purchase Price: \$175,000.00 per buildable acre.

Good Faith Deposit: \$10,000.00

Feasibility (Investigation) Period: 180 days from May 16, 2024, plus an additional extension period of 90 days available.

Approval Period: 120 days for site plan approval and all necessary permits.

Project: to develop, construct and use a 25,000 sq. ft. building for engineering and component space.

\*\*\*\*\*

## **Pertinent History**

Property Transfer and Loan Repayment Agreement of March 19, 2020, between the NTBRA and Northville Township, (copy provided), states in relevant excerpts:

WHEREAS the Township is the owner of certain real property comprising approximately 23 acres of land as more specifically described on the attached Exhibit A incorporated by reference hereto

(the "Land"), located along Five Mile Road within the Township of Northville; and

WHEREAS the Township and BRA, each have a vested interest in the reuse and redevelopment of the Land; and

WHEREAS in order to complete environmental response activities on a portion of the Land previously utilized as a gun range, the Township and BRA have agreed to transfer the Land from the Township to the BRA via the Covenant Deed attached hereto as Exhibit B and incorporated herein (the "Deed");

Covenant Deed of September 20, 2019 (referenced Exhibit B), (copy provided), conveyed Parcel No. 066-99-0001-725, consisting of 23.46 acres (gross) from Northville Township to the NTBRA.

[Note: for marketing purposes, this parcel is divided into MITC Parcels 3, 4 and 5; see map provided. Parcels 3 and 4 are currently not under contract.]

Amended Land Banking Agreement of April 21, 2022, effective February 1, 2022, between the State Land Bank Authority (SLBA), Northville Township and the NTBRA, states in relevant excerpts:

- 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 of 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.

#### 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.

#### 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 developers), pursuant to a negotiated purchase agreements) (upon terms satisfactory to the SLB, following review prior to execution of the purchase agreement), 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 developers) all of its rights, title and interest in the Property, or part thereof.

Warranty Deed of July 25, 2022 (copy provided), conveyed Parcel No. 066-99-0001-725, consisting of 23.46 acres (gross) from the NTBRA to the SLBA.

First American Title Insurance Co., Commitment for Title Insurance of January 11, 2024 (copy provided), shows Fee Simple title held by the State Land Bank Authority, and the deed from the NTBRA to the SLBA is noted on Schedule B, Part II, Item 7.

\*\*\*\*\*

Explanation: The approximate 3.7 acres which is the subject of the original Agreement with RedGuard (also identified as MITC Parcel 5), is part of the 23.46 acre parcel which the NTBRA owned by virtue of the Covenant Deed of September 20, 2019 from Northville Township. This parcel was then conveyed by Warranty Deed of July 25, 2022 from the NTBRA to the SLBA, to comply with the Amended Land Banking Agreement (ALBA) between Northville Township, the NTBRA and the SLBA. Pursuant to ¶ 3.1 of the ALBA, it will be for the NTBRA to exercise its rights for reconveyance of the 3.7 acre parcel, after lot split, from the SLBA to the NTBRA, to be in position to close with the sale of that parcel to RedGuard. Therefore, given the title history and NTBRA's rights under the ALBA as to the parcel in question, it is necessary to add the NTBRA as a party Seller. This will be accomplished by virtue of the Amended Real Estate Purchase Agreement with RedGuard, which was signed by Purchaser's representative on June 6, 2024, and is expected to be signed by Northville Township's representatives on June 13, 2024. Approval by the NTBRA and execution by its representative is requested at the June 24, 2024 meeting.

ACH/June 10, 2024

## AMENDED REAL ESTATE PURCHASE AGREEMENT

---

A certain **REAL ESTATE PURCHASE AGREEMENT** (“**Agreement**”) was entered into as of May 16, 2024 between the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan charter township, with offices at 44405 Six Mile Road, Northville, Michigan 48168, (“**Seller**”), and **REDGUARD FIRE & SECURITY**, a Michigan Corporation, with offices at 45150 Polaris Ct., Plymouth, Michigan 48170 (“**Purchaser**”), on behalf of itself or another entity to be formed, and amendment of the Agreement being necessary to reflect that the **CHARTER TOWNSHIP OF NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY**, (“**NTBRA**”), with offices at 44405 Six Mile Road, Northville, Michigan 48168, is also party thereto (collectively with the Charter Township of Northville, “**Seller**”), the Sellers and Purchaser are sometimes also referred to as a “**party**” and jointly as the “**parties**”.

### RECITALS:

A. Pursuant to a certain Amended Land Banking Agreement dated April 21, 2022 between Seller and the State Land Bank Authority (the “**ALBA**”), Seller NTBRA will re-acquire and own certain vacant real property located in the Township of Northville, Wayne County, Michigan, and generally depicted in attached **Exhibit A** of the Agreement (the “**Land**”), which Land is part of the larger parcel within the Michigan International Technology Center Redevelopment Area (MITCRA), identified in attached **Exhibit B** of the Agreement (the “**Original Parcel**”).

### ARTICLE 14 NOTICES

14.1 Notices. Any notice required or permitted to be given hereunder must be in writing. A notice shall be deemed to be given (i) upon hand delivery or the date delivery is refused; (ii) one (1) business day after delivery to FedEx or similar receipted overnight express delivery service, costs and charges prepaid; or (iii) the same day when sent by email, addressed to the recipient’s address as set forth below:

If to Seller:

Charter Township of Northville  
Attention: Todd Mutchler  
Township Manager  
44405 Six Mile Road  
Northville, MI 48168  
Email: [rnix@twp.northville.mi.us](mailto:rnix@twp.northville.mi.us)

Charter Township of Northville  
Brownfield Redevelopment Authority  
Attn: Ramanujam Ramanujam  
44405 Six Mile Road  
Northville, MI 48168

With required copy to:

Helmkamp, Ellis, Abraham & Engerer  
Attn: Alan C. Helmkamp  
19500 Victor Parkway, Ste. 150  
Livonia, Michigan 48152  
Email: alanhelmkamp@yahoo.com

15.20 The remainder of the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the Effective Date.

SELLER:

Dated: June 24, 2024

CHARTER TOWNSHIP OF NORTHVILLE  
BROWNFIELD REDEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Printed Name: Ramanujam Ramanujam  
Its: Chair

Dated: June 13, 2024

CHARTER TOWNSHIP OF NORTHVILLE,  
a Michigan charter township

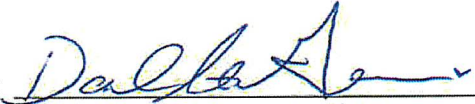
By: \_\_\_\_\_  
Printed Name: Todd Mutchler  
Its: Township Manager

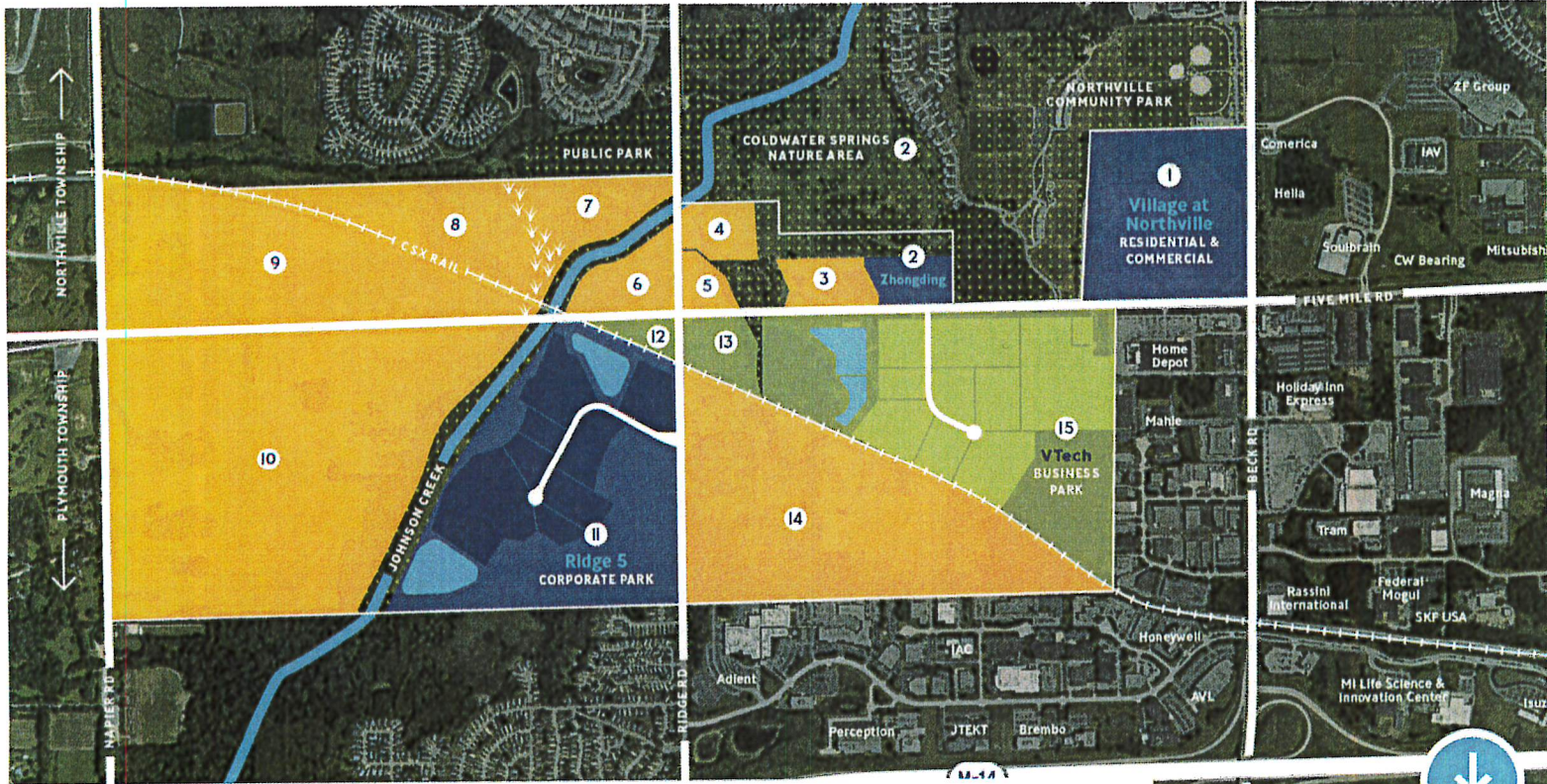
And by: \_\_\_\_\_  
Printed Name: Cynthia Jankowski  
Its: Township Clerk

Dated: June 6, 2024

PURCHASER:

REDGUARD FIRE & SECURITY,  
a Michigan corporation

By:  \_\_\_\_\_  
Printed Name: David St. Germain  
Its: Chief Executive Officer



- NEW DEVELOPMENT COMPLETE OR UNDER CONSTRUCTION
- NEW DEVELOPMENT IN PLANNING AND DESIGN PHASE
- LAND AVAILABLE
- WATER AND STREAMS
- GREEN SPACES
- RAILROAD

# MITC Sites



## PROPERTY TRANSFER AND LOAN REPAYMENT AGREEMENT

THIS PROPERTY TRANSFER AND LOAN REPAYMENT AGREEMENT (the "Agreement") is entered into by and between the CHARTER TOWNSHIP OF NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY, an authority established pursuant to Act 381 of Public Acts of 1996, as amended, MCL 125.2651, et seq., ("Act 381"), whose address is 44405 Six Mile Road, Northville, MI 48168 (the "BRA") and CHARTER TOWNSHIP OF NORTHVILLE, a Michigan municipal charter township (the "Township"), whose address is 44405 Six Mile Road, Northville, MI 48168 effective this 20<sup>th</sup> day of September 2019 (the "Effective Date").

### RECITALS:

WHEREAS the Township is the owner of certain real property comprising approximately 23 acres of land as more specifically described on the attached Exhibit A incorporated by reference hereto (the "Land"), located along Five Mile Road within the Township of Northville; and

WHEREAS the Township and BRA, each have a vested interest in the reuse and redevelopment of the Land; and

WHEREAS in order to complete environmental response activities on a portion of the Land previously utilized as a gun range, the Township and BRA have agreed to transfer the Land from the Township to the BRA via the Covenant Deed attached hereto as Exhibit B and incorporated herein (the "Deed"); and

WHEREAS the BRA will secure funds from the Michigan Land Bank (the "Land Bank Funds") pursuant to a Brownfield Cleanup Loan Agreement (the "Loan Agreement") and other associated documents (the "Loan Documents") attached hereto as Exhibit C (the "Land Bank Loan") for the purpose of performing certain environmental response activities on the Land related to the gun range (the "Gun Range Response Activities"); and

WHEREAS the parties have also agreed to the terms of the transfer and repayment of the Land Bank Loan as set forth herein; and

WHEREAS upon the completion of the Gun Range Response Activities utilizing the Land Bank Funds, the Township and BRA desire to work together to facilitate the sale of the Land;

THEREFORE, for and in consideration of the mutual covenants herein, the Township and BRA agree as follows:

1. **Transfer of Property.** The Township will convey the Land to the BRA via the Covenant Deed attached hereto as Exhibit B and incorporated herein (the "Deed"). As part of the transfer, the Township shall be responsible for the cost of necessary environmental due diligence, including a baseline environmental assessment to the benefit of the BRA.

2. **Use of Land Bank Funds.** The BRA will procure the Land Bank Loan from the Land Bank and use the Land Bank Funds to complete the Gun Range Response Activities in accordance with the Loan Documents and all applicable and relevant laws and regulations.

3. **Repayment of Land Bank Loan by the BRA.** Upon completion of the Gun Range Response Activities, the BRA, with the assistance of the Township, will market the Land or portions thereof. Proceeds from the sale of the Land will be used by the BRA to repay the principal and interest, if any, of the Land Bank Loan when due. The BRA has also entered into a Collateral Assignment Agreement with the Land Bank which provides for the assignment to the Land Bank of the BRA's right, title, and interest in any tax increment revenues attributable to the Land upon default under the Land Bank Loan documents by the BRA. A copy of the Collateral Assignment is attached as Exhibit D.

4. **Obligations of the Township.** If the sale proceeds from the Land and the tax increment revenues available under the Collateral Assignment Agreement are insufficient to repay the principal and interest of the Land Bank Loan, when due, or the Land has not been sold prior to the maturity of the Land Bank Loan, the Township agrees that it will take any actions necessary to fulfill the terms and conditions of the Land Bank Loan. Upon receipt of notice by the Township from the BRA that the BRA will not be able to fulfill the terms of the Loan Documents, the Township will pay to the BRA any amounts necessary to fulfill the terms of the Loan Documents and the BRA will submit any payments received from the Township to the Land Bank.


5. **Sale Proceeds.** If, after repayment of the Land Bank Loan, additional proceeds of the Land sale remain, the BRA may utilize the additional proceeds to fund additional environmental response activities on the Land that the BRA believes in its discretion are necessary. If no additional environmental response activities are completed by the BRA, or if after the completion of such response activities additional sale proceeds remain, the BRA will transfer the remaining proceeds to the Township.


6. **Venue.** This Agreement is made and delivered in Wayne County, Michigan, and the parties agree that any legal action required to enforce the terms and provisions of this Agreement may be filed and prosecuted in a court of competent jurisdiction situated in Wayne County, Michigan.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

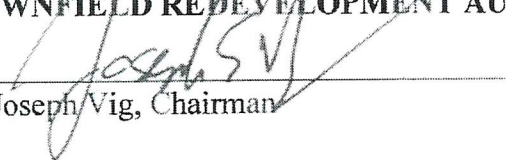
**TOWNSHIP: THE TOWNSHIP OF NORTHVILLE**

Ay:   
Robert R. Nix, II, Supervisor

By:   
Marjorie F. Banner, Township Clerk

Date: 3/19/2020

**AUTHORITY: THE TOWNSHIP OF NORTHVILLE  
BROWNFIELD REDEVELOPMENT AUTHORITY**

By:   
Joseph Vig, Chairman

Date: 3/16/2020

Bernard J. Youngblood  
Wayne County Register of Deeds

2019270819 L: 55288 P: 1089  
09/23/2019 11:07 AM DD Total Pages: 4

WAYNE CO. REG 19 SEP 23 AM 11:05



## COVENANT DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan charter township whose address is 44405 Six Mile Road, Northville, Michigan 48168 ("Grantor"), for and in consideration of the sum of \$1.00, grants, bargains, sells, assigns and conveys to the **CHARTER TOWNSHIP OF NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY**, an authority established under the provisions of Act No. 381, Public Acts of Michigan 1996, as amended, whose address is 44405 Six Mile Road, Northville, Michigan 48168 ("Grantee"), the following real property (the "Property") situated in the Township of Northville, County of Wayne, State of Michigan, to wit: See attached EXHIBIT 1.

TOGETHER WITH all air, oil, gas, mineral and riparian rights, and all tenements, hereditaments, privileges, appurtenances, reversions, remainders, rents, issues and profits belonging or in any way appertaining to the Property, all land lying in the bed of any street, road or avenue adjoining the Property to the center line thereof, and all easements, whether or not recorded, strips and rights of way abutting, adjacent, contiguous, or adjoining the Property.

TO HAVE AND TO HOLD the Property unto the Grantee, Grantee's heirs, successors and assigns, in fee simple forever. Grantor covenants and agrees that the Property is free from encumbrances created by Grantor, except for those matters to which this conveyance is made subject, and that Grantor will covenant and defend the Property unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, but against no other claims or persons.

SUBJECT TO the matters contained in EXHIBIT 2.

The Property may be located within the vicinity of farmland 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.

Grantor grants to Grantee the right to make all divisions Grantor may have under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Date: September 20, 2019.

CHARTER TOWNSHIP OF  
NORTHVILLE, a Michigan charter  
township

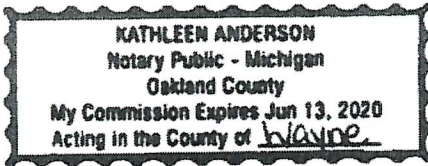
By: [Signature]  
Printed Name: Robert R. Nix II  
Its: Township Supervisor

And by: [Signature]  
Printed Name: Marjorie F. Banner  
Its: Township Clerk

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF WAYNE )

The foregoing Covenant Deed was acknowledged before me this 20<sup>th</sup> day of September 2019, by Robert R. Nix II and Marjorie F. Banner, the Township Supervisor and the Township Clerk, respectively, of the Charter Township of Northville, a Michigan charter township, on behalf of the Township.

[Signature]



Notary Public, Oakland County, MI  
My Commission Expires: 6/13/20  
Acting in Wayne County, Michigan

County Treasurer's Certificate		City Treasurer's Certificate
<b>Drafted By:</b> Andrea Hayden Fausone Bohn, LLP 41700 W. Six Mile Rd. Suite 101 Northville, MI 48168	<b>When recorded return to:</b> Grantee	<b>Send subsequent tax bills to:</b> Grantee

Exempt from Real Estate Transfer Tax pursuant to MCL 207.505(5)(h)(i) and MCL 207.526(h)(i)

EXHIBIT 1

LEGAL DESCRIPTION

Part of the Southwest 1/4 of Section 17, T. 1S, R. 8E., Northville Township, Wayne County, Michigan described as:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE N00°05'06"W 934.79 FEET ALONG THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD, VARIABLE WIDTH; THENCE N89°50'24"E 600.00 FEET; THENCE S00°05'06"E 441.49 FEET; THENCE N89°50'24"E 864.13 FEET; THENCE S00°09'39"E 81.72 FEET; THENCE S25°09'52"E 299.64 FEET; THENCE S00°09'39"E 140.02 FEET TO THE SOUTH LINE OF SAID SECTION 17 AND THE CENTERLINE OF 5 MILE ROAD, VARIABLE WIDTH; THENCE ALONG SAID SOUTH LINE S89°50'24"W 1591.42 FEET TO THE SAID SOUTHWEST CORNER OF SAID SECTION 17 AND TO THE POINT OF BEGINNING. SUBJECT TO RIGHTS OF WAY FOR RIDGE AND 5 MILE ROADS, ANY OTHER RIGHTS OF WAY, EASEMENTS, OR RESTRICTIONS OF RECORD, AND CONTAINS 23.46 ACRES (GROSS), MORE OR LESS.

EXHIBIT 2  
TITLE EXCEPTIONS

1. Interest of others in the Oil, Gas and other Minerals in and under and that may be produced from captioned land as disclosed by instrument recorded in Liber 15271, page 484, Register #E850320, Liber 19465, page 490, Register #G113258, Liber 19465, page 559, Register #6113259, Liber 19465, page 566, Register #G113260, Liber 29006, page 664, Liber 40884, page 1488 and Liber 52630, page 1410.
2. Terms and Conditions contained in Planned Unit Development Agreement as disclosed by instrument recorded in Liber 40450, page 1341.
3. Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Liber 40884, page 1494.
4. Terms and Conditions contained in Affidavit to Permit Recording of Agreement between the City of Detroit and the Charter Township of Northville Effecting Transfer of Sewage Discharge Capacity in the Rouge Valley Interceptor Sewer for the Benefit of Certain Lands located in the Charter Township of Northville as disclosed by instrument recorded in Liber 40936, page 541.
5. Easement for Pipeline in favor of Consumers Energy Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 41036, page 1.
6. Grant of Easement in favor of WideOpen West Michigan, LLC and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 49913, page 167.
7. Terms and Conditions contained in Detention Pond Easement Agreement as disclosed by instrument recorded in Liber 54149, page 768.  
  
Amended and Restated Detention Pond Easement Agreement recorded in Liber 54637, page 1162.
8. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets or 5 Mile Road.
9. Rights of other riparian owners and to the public trust in and to the waters of the drain crossing subject property.
10. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.
11. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land

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Bernard J. Youngblood  
Wayne County Register of Deeds

2022245488 L: 57763 P: 832  
07/26/2022 10:08 AM WD Total Pages: 2



**WARRANTY DEED**

Grantor the Charter Township of Northville Brownfield Redevelopment Authority, a Michigan public body corporate, whose address is 44405 Six Mile Road, Northville, Michigan 48168,

conveys and warrants to Grantee the State Land Bank Authority, a Michigan public body corporate and politic, whose address is 735 E. Michigan, Lansing, Michigan 48909,

the following described premises situated in the Charter Township of Northville, Wayne County, Michigan, to wit:

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.

Parcel No.: 066-99-0001-725

subject to any easements, covenants, and building and use restrictions of record, 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 ALL divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended,

for the full consideration of One (\$1.00) Dollar.

\* This instrument is exempt from county revenue stamps pursuant to M.C.L. 207.505(a), (h)(i)

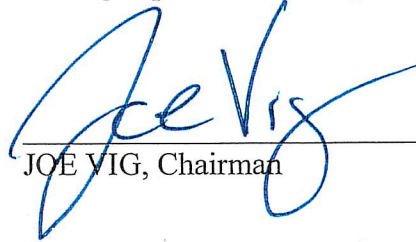
This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of this instrument. No representation is made as to the status of any tax liens or titles owed to the other entities.  
No. 12796 [Signature] Not Examined  
Date 07/26/2022 WAYNE COUNTY TREASURER Clerk [Signature]



\* This instrument is exempt from state transfer tax pursuant to M.C.L. 207.526(a), (h)(i)

Dated this 25 day of July, 2022

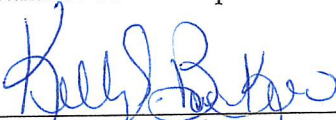
**Charter Township of Northville  
Brownfield Redevelopment Authority, a  
Michigan public body corporate**

  
\_\_\_\_\_  
JOE VIG, Chairman

STATE OF MICHIGAN )

COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 25th day of July, 2022 by Joe Vig, Chairman, Charter Township of Northville Brownfield Redevelopment Authority.

  
\_\_\_\_\_  
Notary Public Kelly S. Barker  
Oakland acting  
in Wayne County, Michigan  
My commission expires: 2/10/25

Drafted by:

Alan C. Helmkamp  
19500 Victor Parkway, Ste.150  
Livonia, Michigan 48152

After recording return to:

State Land Bank Authority  
735 E. Michigan  
Lansing, Michigan 48909

Send subsequent tax bills to:

Charter Township of Northville  
Brownfield Redevelopment Authority  
44405 Six Mile Road  
Northville, Michigan 48168

Recording Fee

Transfer Tax

\_\_\_\_\_

\_\_\_\_\_

## REAL ESTATE PURCHASE AGREEMENT

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**THIS REAL ESTATE PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of May 16, 2024 between (i) the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan charter township, with offices at 44405 Six Mile Road, Northville, Michigan 48168 (“**Seller**” or the “**Township**”) and **REDGUARD FIRE & SECURITY**, a Michigan Corporation, with offices at 45150 Polaris Ct., Plymouth, Michigan 48170 (“**Purchaser**”). Seller and Purchaser are sometimes individually referred to as a “**party**” and jointly as the “**parties**”.

### RECITALS:

A. Pursuant to a certain Amended Land Banking Agreement dated April 21, 2022 between Seller and the State Land Bank Authority (the “**ALBA**”), Seller will re-acquire and own certain vacant real property located in the Township of Northville, Wayne County, Michigan, and generally depicted in attached **Exhibit A** (the “**Land**”), which Land is part of the larger parcel within the Michigan International Technology Center Redevelopment Area (MITCRA), identified in attached **Exhibit B** (the “**Original Parcel**”). The Land is located east of Ridge Road, north of Five Mile Road, of approximately +/- 3.7 acres. The Land, together with Seller’s interest in (a) all air, oil, gas, mineral and riparian rights, and all tenements, hereditaments, privileges and appurtenances belonging or in any way appertaining thereto, (b) all land lying in the bed of any street, road or avenue adjoining the Land to the center line thereof, and (c) all easements, whether or not recorded, strips and rights-of-way abutting, adjacent, contiguous, or adjoining the Land, are collectively referred to as the “**Property**”.

B. Seller has agreed to sell the Property to Purchaser and Purchaser has agreed to purchase the Property from Seller pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties, in consideration of the covenants, undertakings and agreements set forth below, agree as follows:

### ARTICLE 1 PURCHASE AND SALE

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey by covenant deed to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

### ARTICLE 2 PURCHASE PRICE

The total purchase price for the Property shall be the result of One Hundred Seventy Five Thousand (\$175,000.00) Dollars multiplied by the number of buildable acres including any fraction

thereof in the Land (the "**Purchase Price**"). The Purchase Price shall be paid at Closing (defined in Section 6.1), less the Deposit (defined in Article 3), and subject to the adjustments and pro-rations set forth herein. The number of buildable acres in the Land shall be defined as net of existing and future road rights of way, regulated wetlands and floodways, if any, and any easements contemplated in Section 10.2. Such gross and net land areas shall be determined by the Surveyor identified in Section 4.2, and the number of buildable acres and final size and configuration of the Land shall be approved by Seller and Purchaser by the Investigation Deadline.

### **ARTICLE 3 DEPOSIT**

Within three (3) Business Days following the Effective Date (identified in Section 15.19), Purchaser shall deposit with First American Title Insurance Company, 300 E. Long Lake Road, Suite 300, Bloomfield Hills, MI 48304, Attention: Patricia Meadows-Smith, (the "**Escrow Agent**" or "**Title Company**") an earnest money deposit in the amount of Ten Thousand (\$10,000.00) Dollars (the "**Deposit**"), the receipt of which shall be acknowledged by Escrow Agent in the space provided below. The Deposit shall be held by Escrow Agent in a non-interest-bearing account and paid to Seller at the Closing or otherwise disbursed as provided in this Agreement. If the Deposit is not timely delivered to Escrow Agent, this Agreement shall be automatically terminated, and Seller shall be relieved of all further obligations hereunder.

### **ARTICLE 4 INVESTIGATIONS, SURVEY AND TITLE, AND APPROVALS**

4.1 Investigation Period. Purchaser shall have a period of one hundred eighty (180) calendar days from the Effective Date (the "**Investigation Period**") to determine if the Property is suitable for Purchaser's proposed use, and to conduct such inspections, investigations, examinations (including environmental examinations), appraisals and tests of the Property (collectively, "**Investigations**") as Purchaser shall desire. An additional period of ninety (90) days may be utilized by Purchaser to extend the Investigation Period ("**Extension Investigation Period**"). In the event the Extension Investigation Period is exercised, Purchaser shall place into escrow an additional deposit of Five Thousand Dollars (\$5,000.00) which will be non-refundable, except as provided below, but shall still be applied to the Purchase Price at time of Closing.

Within seven (7) business days after the Effective Date, Seller shall deliver to Purchaser copies of all written reports, studies, investigations, information or material in Seller's possession relating to the condition or development of the Property (the "**Documents**"), if any. By way of example, without limitation, the term "**Documents**" shall refer to surveys, topographic maps, engineering plans and specifications, soil boring tests, soils analysis, environmental reports, environmental site assessments, baseline environmental assessments, water table analysis, pending litigation and/or claims, and related correspondence.

Seller shall upon reasonable prior notice permit Purchaser, its representatives and consultants access to the Property for the purpose of conducting the Investigations. Purchaser shall notify Seller of all Investigations and shall provide Seller with copies of all reports (including environmental), topographical and other surveys, engineering and results generated thereby

promptly after receipt by Purchaser. Purchaser shall be solely responsible for Purchaser's and its representatives' and consultants' conduct on the Property during the Investigations, shall assume and pay for all out-of-pocket expenses incurred in connection therewith, and shall indemnify, defend and hold Seller harmless from and against any costs, claims, liens, damages, losses and liabilities arising from or related to the Investigations. If any Investigations or related activities shall cause damage to the Property, Purchaser shall, at its sole expense, repair any damage and return the Property to its condition prior to the Investigations. Purchaser shall obtain and maintain appropriate insurance with respect to the aforesaid matters from an insurer and with coverage limits acceptable to Seller, naming Seller as an additional insured, and shall provide Seller with a certificate of insurance evidencing such coverage prior to Purchaser accessing the Property. Purchaser's obligations hereunder shall survive Closing or termination of this Agreement.

If in its sole discretion Purchaser decides it is not satisfied with the Property for any reason, Purchaser shall be entitled to issue a Cancellation Notice (defined in Section 14.2) to Seller by 4:00 pm EDT of the final day of the Investigation or Extension Investigation Period ("**Investigation Deadline**") with a copy to Escrow Agent. In that case, the Deposit shall be promptly refunded to Purchaser by Escrow Agent, following which this Agreement shall be deemed to be terminated and of no further force or effect, except as otherwise specified in this Agreement.

4.2 Survey and Related Matters. Purchaser shall promptly order a boundary survey of the Land and Original Parcel to be prepared by a registered land surveyor licensed in the State of Michigan and reasonably approved by Seller (the "**Surveyor**") and conforming to the requirements of PA 132 of 1970 (MCL 54.211-54.213) (the "**Survey**"). The Survey shall include a metes and bounds legal description of the Land and the Original Parcel, and shall be certified to the Seller, Purchaser and Title Company.

In addition, Purchaser shall cause to be prepared:

- (i) a survey and metes and bounds legal description of the remaining portion of the Original Parcel after exclusion of the Land, as necessary for submission and processing of a lot split application in accordance with the township's usual lot split process;
- (ii) a determination of the number of buildable acres in the Land; and
- (iii) a survey and metes and bounds legal description of the ROW Parcel to be delivered by Purchaser to Wayne County pursuant to Section 10.4.

The materials identified in items (i), (ii) and (iii) and the Survey are collectively referred to as the "**Survey Materials**".

Purchaser shall cause all Survey Materials to be completed and shall provide them to Seller within sixty (60) calendar days of the Effective Date. The Survey Materials shall be subject to Seller's review and approval.

The cost of preparing and finalizing the Survey Materials shall be borne by Purchaser.

It is agreed the metes and bounds legal description of the Land set forth in the Survey, as approved by Seller and Purchaser, shall be deemed to be the legal description of the Land for purposes of the transactions described in this Agreement, and shall be included in the Deed delivered to Purchaser at Closing.

4.3 Evidence of Title. Within thirty (30) calendar days from the Effective Date, Seller shall at its expense obtain and deliver to Purchaser a commitment for an owner's policy of title insurance from Title Company without standard exceptions insuring Purchaser as the holder of marketable fee simple title to the Land, in an amount equal to the Purchase Price (the "**Title Commitment**"), together with a legible copy of all recorded documents affecting the Land which constitute encumbrances against the Property or exceptions to Seller's title (the "**Title Documents**"). If the Title Commitment, Title Documents and Survey contain defects, encumbrances or exceptions which, in the opinion of Purchaser and/or Purchaser's counsel, make title to the Land unmarketable, Purchaser shall notify Seller of such defects in writing ("**Purchaser's Objections**") within twenty (20) calendar days after the date Purchaser receives the Title Commitment, Title Documents and Survey. If Purchaser fails to timely deliver Purchaser's Objections, it shall be deemed to have waived all objections and agreed to accept title in the condition forth in the Title Commitment. Seller shall have ten (10) calendar days from the date of Purchaser's Objections ("**Seller Response Deadline**") to respond to Purchaser's Objections (which response is referred to here as "**Seller's Response**"). If Seller fails to timely respond, or responds but fails to agree to eliminate Purchaser's Objections in a manner reasonably acceptable to Purchaser, then Purchaser shall have the option to issue a Cancellation Notice to Seller with a copy to Escrow Agent within three (3) Business Days of Seller's Response or the Seller's Response Deadline, whichever first occurs ("**Purchaser Cancellation Deadline**"), following which the Deposit shall be returned to Purchaser and this Agreement shall be deemed to be terminated and of no further force or effect, except as otherwise set forth herein. If Purchaser does not timely deliver the Cancellation Notice, Purchaser shall be deemed to have waived its objections and agreed to accept title subject to Purchaser's Objections.

If, prior to Closing, the Title Commitment or Survey is updated and such update discloses any new exceptions or conditions to title unsatisfactory to Purchaser ("**New Title Defects**"), Purchaser shall be entitled to deliver to Seller a written notice with respect to the New Title Defects within five (5) Business Days following Purchaser's receipt of the updated Title Commitment or updated Survey disclosing same, and the process described in the first paragraph of this Section 4.3. shall apply thereto, except the Seller Response Deadline shall be two (2) Business Days from the date of Purchaser's notification, and the Purchaser Cancellation Deadline shall be two (2) Business Days. The Closing Date shall be extended to the extent necessary to accommodate the applicable timeframes to object and respond with regard to the New Title Defects.

References in this Agreement to "**Permitted Exceptions**" shall mean all (i) covenants, conditions, restrictions, easements, public streets and rights of way, and other matters of record, (ii) applicable zoning, building, land use and similar laws, ordinances, regulations and restrictions, (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments, any state of facts shown on the Survey, and any and all other matters which would be disclosed by an accurate survey of the Property or a physical inspection of the Property, (iv) real estate taxes and special assessments which constitute a lien upon the Property, but which are not yet due and payable, and (v) requirements,

defects, encumbrances or exceptions to title shown in the Title Commitment which Purchaser accepts, to which Purchaser does not timely object, or to which Purchaser is deemed to have waived objection.

The Title Commitment shall be endorsed by the Title Company as of the Closing Date. Concurrently with the Closing, Seller shall pay for and authorize the Title Company to issue a policy of title insurance pursuant to the Title Commitment, which policy shall be an Owner's Policy, Standard Form B, dated the day of Closing, and subject only to the Permitted Exceptions (the "Title Policy").

Any crop leases granted by Seller over the Land shall be terminated by Seller before Closing.

#### 4.4 Approvals.

- (a) Purchaser shall have a period of one hundred twenty (120) days after the expiration of the Investigation or Extension Investigation Period (the "Approval Period"), to obtain site plan approval from all governmental agencies having jurisdiction over the Property for the requisite approvals for construction and development of the Facility (as defined below) on the Property, including (i) final plat and/or parcel split approval, if necessary, (ii) final, un-appealable site plan approval, (iii) approval to extend utilities to the boundary of the Property, (iv) if applicable, a development agreement in accordance with plans approved by Purchaser, (v) if applicable, utility service agreements acceptable to Purchaser, (vi) if deemed appropriate by the Investigations, a Brownfield Remediation Plan approved by the Charter Township of Northville Brownfield Redevelopment Authority and State of Michigan, and (vii) all other governmental approvals and licenses required for Purchaser to commence and complete the development of the Property for its intended use (the items described in provisions (i) through (vii) above are sometimes hereinafter collectively referred to as the "Site Plan Approval"). The Site Plan Approval must be in form and content and provide for the development of the Facility Property according to township ordinances and agreeable to the parties. If Purchaser has not obtained Site Plan Approval prior to the expiration of the Approval Period in form and content for the development of the Property Purchaser may terminate this Agreement pursuant to subsection (c) below. Failure to obtain Site Plan Approval shall not constitute a default by either party. Each of the parties agrees to reasonably cooperate with the other in obtaining Site Plan Approval. The parties acknowledge that the property is zoned Industrial.
- (b) Purchaser shall be entitled to extend the Approval Period for two (2) additional periods (each, an "Approval Extension Period") of ninety (90) days each, by delivery to Seller prior to the expiration of the Approval Period or terminating Extension Period, as the case may be, of written notice of its election to exercise such extension, which notice shall describe the status of Purchaser's applications for the respective Site Plan Approval. In the event the Approval Extension Period is exercised, Purchaser shall place into escrow an additional deposit of Five Thousand Dollars (\$5,000.00) (the "Approval Extension Deposit"), which will be

non-refundable, except as provided below, but shall still be applied to the Purchase Price at time of Closing.

- (c) If Purchaser notifies Seller in writing at any time during or within three (3) business days after the expiration of the Approval or Approval Extension Period, as the case may be, that Purchaser has not obtained Site Plan Approval, that Purchaser is not satisfied with the conditions contained in the Site Plan Approval, or that Purchaser is not willing to waive the issuance of Site Plan Approval as a condition to Closing (the “Non-Approval Notice”), then this Agreement shall automatically terminate, whereupon the Deposit shall be returned to Purchaser, and the Agreement shall be of no further force or effect and neither Purchaser nor Seller shall have any further obligations to each other hereunder except those obligations that expressly survive termination.

## **ARTICLE 5 CONDITIONS PRECEDENT**

5.1 Seller’s Conditions Precedent. Seller’s obligation to consummate the sale of the Property is conditioned upon the occurrence of the following, each of which constitutes a condition precedent to Seller’s obligations hereunder:

- (a) Seller and Purchaser have mutually agreed upon the number of buildable acres and final size and configuration of the Land as provided in Article 2.
- (b) Seller has approved the Survey Materials.
- (c) Seller has approved the lot split provided for in Section 4.2.

If any of the above conditions have not been satisfied by the Closing Date, Seller shall not be obligated to close the transaction described in this Agreement and shall be entitled to issue a Cancellation Notice to Purchaser with a copy to Escrow Agent, in which case the Deposit shall be refunded to Purchaser and this Agreement shall be terminated and of no further force or effect except as otherwise provided herein.

At its election, Seller may extend the Closing Date on one (1) occasion for up to fifteen (15) days in order for any of the unsatisfied conditions to be satisfied.

5.2 Purchaser’s Conditions Precedent. Purchaser’s obligation to consummate the sale of the Property is conditioned upon the occurrence of the following, each of which constitutes a condition precedent to Purchaser’s obligations hereunder:

- (a) Purchaser and Seller have mutually agreed upon the number of buildable acres and final size and configuration of the Land as provided in Article 2.

- (b) The provisions of Article 4 have been satisfied.
- (c) Seller has approved the lot split provided for in Section 4.2. The issuance of a new parcel identification number for the Land shall be in accordance with Wayne County's standard practice.
- (d) Seller has obtained Site Plan Approval.
- (e) Seller has and shall have on the Closing Date marketable and insurable title to the Property as required herein, subject only to the Permitted Exceptions, and the Title Company shall have irrevocably agreed to issue the Title Policy, as approved by Purchaser pursuant to Article 4 herein.
- (f) Seller shall have complied with and performed all covenants, agreements and conditions on its part to be performed under this Agreement.
- (g) Seller's Signatories' representations, warranties and agreements contained herein are and shall be true and correct as of the Effective Date and as of the Closing Date in all material respects.

If any of the above conditions have not been satisfied by the Closing Date, Purchaser shall not be obligated to close the transaction described in this Agreement and shall be entitled to issue a Cancellation Notice to Seller with a copy to Escrow Agent, in which case the Deposit shall be refunded to Purchaser and this Agreement shall be terminated and of no further force or effect except as otherwise provided herein.

At its election, Purchaser may extend the Closing Date on one occasion for up to fifteen (15) days in order for any of the unsatisfied conditions to be satisfied.

## ARTICLE 6 CLOSING

6.1 Closing. The purchase and sale of the Property shall be consummated at an escrow closing (the "**Closing**") which shall take place at the offices of the Escrow Agent beginning at 10:00 a.m. EDT, fifteen (15) calendar days from the expiration of the Approval or Approval Extension Period or such earlier date mutually agreed to by the parties (the "**Closing Date**").

6.2 Seller's Closing Deliveries. At Closing:

- a. Seller shall deliver to Purchaser a duly executed covenant deed for the Property, subject to the Permitted Exceptions, in the form attached as **Exhibit C** (the "**Deed**");
- b. Seller shall execute and deliver a Real Estate Transfer Tax Valuation Affidavit pursuant to PA 134 of 1966 and PA 33 of 1933, as amended;



- c. Seller shall execute and deliver an affidavit in the form provided by the Title Company and acceptable to Seller, stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, if required;
- d. Seller shall execute and deliver a seller settlement statement setting forth the adjustments and pro-rations to the Purchase Price provided for in this Agreement;
- e. Seller shall execute and deliver such other documents as are reasonably necessary to consummate the transactions provided for by this Agreement; and
- f. Seller shall deliver possession of the Property to Purchaser, subject to the Permitted Exceptions.

6.3 Purchaser’s Closing Deliveries. At Closing:

- (a) Purchaser shall execute and file with the local assessor a Property Transfer Affidavit (Form 4260) pursuant to which Purchaser shall report to the assessor the Purchase Price for the Property;
- (c) Purchaser shall execute and deliver a purchaser settlement statement setting forth the adjustments and pro-rations to the Purchase Price provided for in this Agreement;
- (d) Purchaser shall execute and deliver such other documents as are reasonably necessary to consummate the transactions provided for by this Agreement; and
- (e) Purchaser shall pay to Seller the Purchase Price as adjusted pursuant to this Agreement, by wire transfer of immediately available funds.

**ARTICLE 7  
CLOSING COSTS AND PRORATIONS**

7.1 Seller’s Costs. Seller shall pay the following costs in connection with the consummation of the transaction contemplated by this Agreement: (i) the title search fee and premium required for issuance of the basic Title Policy; (ii) the cost of preparation of the Deed; (iv) the fees and disbursements of Seller’s counsel; and (iii) one-half of the settlement fees, closing fees and escrow charges imposed by the Escrow Agent in connection with Closing.

7.2 Purchaser’s Costs. Purchaser shall pay the following costs in connection with the consummation of the transaction contemplated by this Agreement: (i) all expenses incurred by Purchaser in inspecting the Property and closing the transaction described in this Agreement; (ii) the cost of preparing the Survey; (iii) the premiums and/or charges for any enhanced coverage or endorsements to the Title Policy if desired by Purchaser and available from the Title Company; (iv) the application cost for the lot split(s) and re-zoning; (v) one-half of the settlement fees, closing fees

and escrow charges imposed by the Escrow Agent in connection with Closing; (v) the cost of recording the Deed; and (vi) the fees and disbursements of Purchaser's counsel.

7.3 Other Costs. Any costs or charges relating to the Closing not specifically identified in this Agreement shall be paid and adjusted in accordance with local custom in the Township.

7.4 Prorations. The Property is vacant, is currently exempt from property taxes and is not serviced by utilities; accordingly, there shall be no proration of property taxes, assessments or utilities.

## **ARTICLE 8 DEFAULT**

8.1 Purchaser Default. If Purchaser defaults hereunder prior to Closing and such default remains uncured for five (5) business days after Seller provides written notice to Purchaser of such default, Seller may, at its option and as its sole and exclusive remedy, issue a Cancellation Notice to Purchaser with a copy to Escrow Agent, whereupon the Deposit shall be immediately delivered to Seller as liquidated damages. Seller acknowledges and agrees that actual damages in such event are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined.

8.2 Seller Default. If Seller defaults hereunder prior to Closing and such default remains uncured for five (5) business days after Purchaser provides written notice to Seller of such default, Purchaser shall be entitled as its sole and exclusive remedy to either (i) issue a Cancellation Notice to Seller with a copy to Escrow Agent, whereupon the Deposit shall be immediately returned to Purchaser, and this Agreement shall be terminated and of no force or effect, or (ii) seek judgment for specific performance of this Agreement. Any action brought by Purchaser seeking specific performance must be initiated within sixty (60) days of what would otherwise have been the Closing Date.

## **ARTICLE 9 REPRESENTATIONS AND WARRANTIES**

9.1 Warranties and Representations of Seller. Seller, by its Signatories and Director of Public Services, represent and warrant to Purchaser as of the Effective Date and the Closing Date:

- (a) Seller is a Michigan charter township, duly organized and validly existing under the laws of the State of Michigan.
- (b) Seller has duly and validly authorized and executed this Agreement and Seller has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller. This Agreement and the other documents and instruments to be executed and delivered by Seller pursuant to this Agreement are binding upon, and enforceable against, Seller in accordance with their respective terms. The person who has executed this Agreement on behalf of Seller has the appropriate authority to bind Seller to the terms of this Agreement.

(c) There are no leases or other agreements that would affect Purchaser's title to or right to possession of the Property. Seller has not and will not from and after the date hereof: (i) enter into any lease or otherwise encumber the Property; (ii) enter into any agreements which would be binding on Purchaser after its acquisition of the Property except as contemplated by Sections 10.2 or 10.5, or which would affect Purchaser's title to or right to possession of the Property; or (iii) perform, fail to do, or permit to be done any act or deed which would in any manner impair or diminish the value of the Property or Seller's right or ability to convey the Property to Purchaser pursuant to this Agreement.

(d) Prior to Closing, Seller will be the lawful owner of the Property.

(e) Neither this Agreement nor anything to be done by Seller pursuant hereto, including, without limitation, the conveyance of all of Seller's right, title and interest in and to the Property as contemplated herein, violates or will violate (i) any contract, agreement or instrument to which Seller is a party or bound or which, to Seller's knowledge, affects the Property, (ii) Seller's governing documents or (iii) any governmental statute, law, ordinance, rule, regulation, order, judgment or directive.

(f) To Seller's actual knowledge, without duty of inquiry, and except as may be expressly disclosed in the Documents delivered to Purchaser: (1) the Property is not currently under investigation by the Environmental Protection Agency or any other Governmental Authorities (as defined below) for violation of any Environmental Statutes (as defined below) relating to any "toxic or hazardous substance", asbestos, urea formaldehyde insulation, PCB's, radioactive material, flammable explosives, underground storage tanks or contaminated substances (collectively, "Contaminants") in, at, on, under, or about the Property; (2) there is not now in, on, or under the Property any underground or above ground storage tanks; and (3) Seller has not received any written notices of any violations and Requirements of Law.

(g) As used in this Section 6, (i) the term "Requirements of Law" means all statutes, laws, treaties, rules, regulations, orders or determinations of arbitrators or courts or other Governmental Authorities applicable to or binding upon Seller or the Property or to which Seller or the Property is subject; (ii) the term "Governmental Authorities" means the United States of America, the State where the Property is located, any applicable political or quasi-political subdivisions of either of the foregoing, and any entity exercising executive, legislative, judicial, regulatory or administrative functions or pertaining to government, together with all applicable utility and other service providers for the Property; and (iii) the term "Environmental Statutes" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Water Pollution Control Act of 1972, the Clean Air Act of 1970, the Safe Drinking Water Act of 1974, the Toxic Substances Control Act of 1976, the Federal Resource Conservation and Recovery Act, each as amended, any rules, regulations, standards or guidelines adopted thereunder, and any other laws, rules, regulations, standards or guidelines of any federal, state, local or foreign government or agency, concerning handling, storage, transport, use, disposal, treatment, discharge, presence, processing, emission, release or threatened release of hazardous substances, materials or constituents, public health and safety or pollution or protection of the environment.

(h) Seller has no knowledge of any existing assessments, charges, paybacks, or obligations requiring payment of any nature or description against the Property which remain unpaid, including, but not limited to, those for sewer, water or other utility lines or mains, sidewalks, streets or curbs. Seller has no knowledge of any public improvements having been ordered, threatened, announced or contemplated with respect to the Property which have not heretofore been completed, assessed and paid for, except for those public improvements contemplated by Sections 10.2 and 10.5 hereof.

(i) Seller has no knowledge of any adverse information or any fact which would materially adversely affect the Property or the contemplated development thereof as the Facility (as defined in Section 10.1 below) which has not been disclosed to Purchaser in writing.

(j) (1) Seller is not a Prohibited Person (as defined below); (2) to Seller's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with the transaction contemplated under this Agreement are Prohibited Persons; and (3) none of the funds or other assets, if any, to be transferred hereunder are the property of, or beneficially owned, directly or indirectly, by a Prohibited Person, nor are such funds or other assets the proceeds of any specified unlawful activity as defined by 18 U.S.C. § 1936(e)(7). "Prohibited Person" means any of the following: (A) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (B) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (C) a person or entity that is listed as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website [www.treas.gov/office/enforcement/ofac](http://www.treas.gov/office/enforcement/ofac); (D) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (E) a person or entity that is affiliated with any person or entity identified in subclause (A), (B), (C) and/or (D).

(k) The ALBA is valid and effective. Seller shall comply with all, and not otherwise amend, any of the terms and conditions of the ALBA except upon prior notice to Purchaser, with opportunity for comment thereon, and provide copies of communications and documents to Purchaser relating to Seller exercising any of rights under the ALBA relating to the Property during the term of this Agreement.

(l) The Property is vacant, is currently exempt from property taxes and is not serviced by utilities.

The provisions of this Section 9.1 and all representations and warranties contained therein shall be true as of the Effective Date, as well as all periods up to and including the Closing Date and shall survive the closing of the transactions contemplated herein and the conveyance of the Property to Purchaser for a period of twelve (12) months (the "Survival Period"). Where this Agreement precedes a statement of fact with the phrase "to Seller's knowledge," "to the knowledge of Seller," or for which Seller is "aware", or similar phrase or phrases, such phrase is understood to mean that Seller has no current actual (and not constructive) knowledge of facts which would

render the statement following the phrase untrue or misleading; without such individual having any obligation to make an independent inquiry or investigation and without personal liability.

9.2 Representations and Warranties of Purchaser. Purchaser's Signatory represents and warrants to Seller as of the Effective Date and the Closing Date:

- (a) Purchaser is duly organized and a validly existing \_\_\_\_\_ under the laws of the State of Michigan.
- (b) Purchaser has duly and validly authorized and executed this Agreement and Purchaser has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Purchaser. This Agreement and the other documents and instruments to be executed and delivered by Purchaser pursuant to this Agreement are binding upon, and enforceable against, Purchaser in accordance with their respective terms. The person who has executed this Agreement on behalf of Purchaser has the appropriate authority to bind Purchaser to the terms of this Agreement.
- (c) Purchaser is not a "foreign person" as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.
- (d) Purchaser has the financial wherewithal and the development and operational skill and experience necessary to carry out the terms of this Agreement and consummate the purchase of the Property, and to finance, develop and operate the Facility (defined in Section 10.1).

## ARTICLE 10 DEVELOPMENT MATTERS

10.1 Project Designation. Purchaser represents it is acquiring the Property in order to develop, construct and use thereon an approximately 25,000 square foot building for engineering and component space (the "**Facility**"). Purchaser acknowledges that construction and operation of the Facility within the Township is a material reason for Seller entering into this Agreement and selling the Property to Purchaser. Purchaser covenants it shall commence construction within one (1) year of Closing, and diligently pursue completion and the commencement of operations thereafter. Failure to do so shall not be considered a default hereunder; however, if Purchaser does not timely commence construction then, effective as of the date the Facility would have been completed if it had been timely commenced, Purchaser and its successor and assigns will be obligated to pay property taxes on the Property based on its value as a fully constructed facility. Purchaser acknowledges that in connection with the construction and development of the Facility (i) Purchaser shall be required to comply with applicable statutes, laws, regulations, ordinances and requirements, etc., including Township ordinances and procedures, (ii) Purchaser shall be required to file applications, requests and similar documentation with relevant governmental and regulatory bodies, including the Township, and (iii) Purchaser shall be required to pay customary application, permit, tap in and similar fees and charges, including fees and charges to the Township.

10.2 Permitted Easements. Purchaser acknowledges that the Township is presently engaged in offering other land in the Township to third parties for development purposes and has, and may additionally be, required to dedicate or grant easements in, over or under the Property or expansions of rights of way for Five Mile and Ridge Roads in, over or under the Property prior to or after Closing to facilitate such development. Purchaser hereby (i) consents to and authorizes the Township to grant or dedicate easements or amend existing easements in, over and under the perimeter portions of the Property in connection therewith, provided that such additional easements, whether granted prior to or after Closing, shall be in locations and granted pursuant to documents approved by Purchaser in writing, which approval shall not be unreasonably withheld, conditioned or delayed; and (ii) at the Township's request, without charge or cost to the Township or other participants in MITCRA, agrees to grant easements over portions of the Property for underground utilities in locations and pursuant to granting documents approved by Purchaser, which approvals shall not be unreasonably withheld, conditioned or delayed. The Township shall cause all such easement areas and surrounding areas to be reasonably restored promptly following any construction or installation activities related thereto without cost and expense to Purchaser. The authorization provided to the Township hereunder includes the right to enter into reasonable amendments of existing easements, including amendments to more precisely delineate easement areas, which amendments shall be subject to Purchaser's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser agrees to execute or join in the grant or dedication of such approved easements if requested by the Township. The aforesaid approved easements and approved amendments thereof shall be granted without cost or charge. Any easements granted in accordance with this Section 10.2 or Section 10.3 below shall be deemed to be Permitted Exceptions.

10.3 MITCRA. Purchaser acknowledges that the Township and other governmental bodies and interested parties are participating in an area improvement project identified as the Michigan International Technology Center Redevelopment Area ("MITCRA") for the purpose of promoting development of the Five Mile Road area between Beck and Napier Roads. In connection therewith, Purchaser agrees at the Township's request to cooperate in promoting the MITCRA project, provide new employment and investment information for any grant or infrastructure funding application, and permit the use of Purchaser's name in MITCRA promotional materials without cost or charge; provided that, such cooperation shall not require Purchaser to disclose any proprietary information or make a material financial expenditure without Purchaser's consent.

10.4 Brownfield Tax Increment Financing and Plan. Purchaser acknowledges that the ALBA was entered into for the purpose of gaining eligibility for brownfield tax increment financing to fund infrastructure extraordinary costs incurred in the development of the MITCRA parcels including the Property, with applicable requirements. This Agreement will be subject thereto, including reconveyance rights that will be exercised in a timely manner, enabling Seller to comply with Articles 6 and 9. The parties agree to consider mutually advantageous collaboration on a Brownfield Plan for the Property.

10.5 Development. The parties acknowledge and agree to perform the following necessary requirements for the use of the Property and Development, which will include but not be limited to:

## Utilities.

A. The Seller, at its expense, has provided a public sanitary sewer to the Property.. Purchaser will, at its expense, construct an approved line for its exclusive use to connect to the public sanitary sewer. Purchaser shall be required to pay customary application, permit, tap in and similar fees and charges, including fees and charges to the Township, for the sanitary tap in to the public sanitary sewer.

B. Seller, at its expense has provided an approved public water main to the Property. Purchaser will design and construct an approved water line, for its exclusive use to connect to the Township's main water line. Purchaser shall be required to pay customary application, permit, tap in and similar fees and charges, including fees and charges to the Township, for the water tap in to the public water main.

## ARTICLE 11

Purchaser shall be deemed to have, as of the Closing Date, thoroughly inspected and examined the status of title to the Property and the physical condition of the Property (above ground and below ground) as deemed necessary by Purchaser to determine whether the Property (i) contains any hazardous materials, (ii) contains wetlands or is subject to adverse conditions, (iii) contains adequate soil conditions, (iv) is otherwise in satisfactory physical condition, (v) complies with applicable laws, rules and regulations, including zoning ordinances, (vi) has the availability or existence of utility or other governmental or private services, and (vii) is suitable for Purchaser's intended use. Except for the warranties and representations of Seller contained herein and in the documents contemplated by this Agreement. Purchaser acknowledges and agrees that Purchaser shall rely solely upon the aforesaid inspections, examinations and evaluations of the physical condition of the Property and condition of title, and that Purchaser is purchasing, and at Closing will accept, the Property on an "AS IS, WITH ALL FAULTS" basis, without representations, warranties and/or covenants, express or implied, of any kind or nature, and that it specifically waives and disclaims any representation, warranty or guaranty with respect to the Property, express or implied, or arising by operation of law, including, but not limited to, any representation or warranty as to habitability or fitness for a particular purpose. Purchaser acknowledges that Seller has made no agreement with Purchaser to alter, repair or improve the Property.

## ARTICLE 12 BROKERS

The parties acknowledge there are no brokers involved in this transaction. Each party agrees to defend, indemnify and hold the other party harmless from any and all other liability for brokerage commissions, finders' fees or the like arising in connection with the sale of the Property, and such agreements and undertakings shall survive the Closing of this transaction.

**ARTICLE 13  
ASSIGNMENT**

Neither party is entitled to assign its rights or obligations under this Agreement without the other party's prior written consent, except that Purchaser may assign all of its right, title and interest under this Agreement to a newly formed entity which is owned or controlled by, or in common ownership or control with, Purchaser, provided that (i) Purchaser delivers to Seller an executed assignment and assumption between Purchaser and the assignee in form reasonably satisfactory to Seller whereby (A) the assignee acknowledges the Agreement is in full force and effect, (B) the assignee acknowledges all of Purchaser's representations and warranties are true as to the assignee, and (C) the assignee agrees to be bound by this Agreement and assumes and agrees to carry out Purchaser's obligations under this Agreement, and (ii) Purchaser provides Seller with such information regarding the assignee, including its shareholders, members, owners, directors, officers and managers, as Seller may reasonably require.

**ARTICLE 14  
NOTICES**

14.1 Notices. Any notice required or permitted to be given hereunder must be in writing. A notice shall be deemed to be given (i) upon hand delivery or the date delivery is refused; (ii) one (1) business day after delivery to FedEx or similar receipted overnight express delivery service, costs and charges prepaid; or (iii) the same day when sent by email, addressed to the recipient's address as set forth below:

If to Seller:

Charter Township of Northville  
Attention: Todd Mutchler  
Township Manager  
44405 Six Mile Road  
Northville, MI 48168  
Email: [rmix@twp.northville.mi.us](mailto:rmix@twp.northville.mi.us)

With required copy to:

Helmkamp, Ellis, Abraham & Engerer  
Attn: Alan C. Helmkamp  
19500 Victor Parkway, Ste. 150  
Livonia, Michigan 48152  
Email: [alanhelmkamp@yahoo.com](mailto:alanhelmkamp@yahoo.com)



If to Purchaser:

RedGuard Fire & Security  
Attn: David St. Germain, CEO  
45150 Polaris Ct.  
Plymouth, MI 48170  
Email: [davids@redguardfs.com](mailto:davids@redguardfs.com)

With required copy to:

Either party may change its address for notice purposes from time to time by giving written notice to the other party in the manner set forth in this Article 14.

14.2 Cancellation Notice. References in this Agreement to a “**Cancellation Notice**” mean a notice issued by one party to the other, setting forth the first party’s election to terminate the transaction described in this Agreement.

## ARTICLE 15 MISCELLANEOUS

15.1 Amendment. This Agreement may be amended only by a written instrument executed by both of the parties hereto.

15.2 Governing Law. This Agreement shall be governed by the laws of the State of Michigan without reference to conflict of law principles.

15.3 Entire Agreement. This Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

15.4 Construction. The Recitals above and the Exhibits attached hereto are deemed to be part of, and incorporated into, this Agreement. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine or neuter forms, and the singular shall include the plural and vice versa. Headings of Sections are for convenience of reference only and shall not be construed as part of this Agreement. Both parties having participated in the negotiation and finalization of this agreement, the Agreement shall be construed without prejudice to the party memorializing it in final form.

15.5 Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.

15.6 Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and unenforceable to the fullest extent permitted by law.

15.7 Days and Times for Performance. Any notice or other item required to be delivered hereunder shall be deemed to be timely delivered if (and only if) it is delivered by 4:00 p.m. EDT by the final date set for delivery in this Agreement. If any date set forth in this Agreement for the performance of an obligation or delivery of notice or other item should fall on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next calendar day following such Saturday, Sunday or legal holiday. As used herein, the term “**Business Day**” means a day other than a Saturday, Sunday or legal holiday, and “**legal holiday**” means any local or federal holiday on which post offices are closed in the Township of Northville, Michigan.

15.8 Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which collectively shall be construed as a single instrument. Electronic signatures shall be binding on the signer to the same extent as “inked” signatures.

15.9 No Recording. Neither this Agreement nor any type of memorandum shall be recorded in the office of the register of deeds or any other governmental agency, and any purported recordation or filing thereof by Purchaser shall constitute a breach of this Agreement on the part of Purchaser.

15.10 Time. Time shall be of the essence with respect to all time and notice deadlines set forth in this Agreement.

15.11 Submission to Jurisdiction. Each party irrevocably agrees to the jurisdiction of the Federal District Court for the Eastern District of Michigan, Southern Division and the Wayne County Circuit Court business court over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby; and each party hereby irrevocably (i) agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such court, and (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the venue of any such dispute in such court or any defense of inconvenient forum.

15.12 Waiver of Jury Trial. AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES

AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING ANY CLAIM OF INJURY OR DAMAGE.

15.13 Attorneys Fees. In the event either party commences litigation, arbitration or other action to enforce such party's rights or the other party's obligations under this Agreement, the Prevailing Party shall be entitled to recover reasonable attorneys' fees, witness fees, expert fees, paralegal expense, litigation costs and other cost and expenses in connection therewith. For purposes hereof, "**Prevailing Party**" shall mean the party who obtains a final non-appealable order of enforcement, similar remedy or a judgment or award against the other party or dismissal or similar relief against the other party's claim or, in the event of a counterclaim or cross claim, a judgment which exceeds any claim, counterclaim, cross claim, judgment or award of the other party.

15.14 Non-Liability of Township Officials and Employees. No Township official, officer, employee, board member or commission member (elected or appointed), attorney, consultant, advisor, agent or representative shall be personally liable to Purchaser or its owners, officers, directors, managers, employees, representatives, agents or contractors for any default or breach by the Township of any obligation under this Agreement or in any manner arising out of the performance of this Agreement by any party.

15.15 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or assigns.

15.16 No Third-Party Rights. This Agreement confers no rights or remedies on any third party.

15.17 Continued Effect. The agreements, undertakings, covenants, representations and warranties set forth in this Agreement shall survive and continue in full force and effect notwithstanding the Closing and the conveyance of title to the Property and shall not be merged with the Deed.

15.18 Binding Effect. The covenants and agreements herein contained shall bind and inure to the benefit of the successors and assigns of Seller and Purchaser.

15.19 Proper Execution and Effective Date. This Agreement shall have no binding force or effect unless and until it has been executed and delivered by both Seller and Purchaser. For purposes of this Agreement, the "**Effective Date**" shall be the latest date set forth on the signature page below.

*(Signatures appear on following page)*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the Effective Date.

SELLER:

Dated: May 16, 2024

CHARTER TOWNSHIP OF NORTHVILLE,  
a Michigan charter township

By: Todd Mutchler  
Printed Name: Todd Mutchler  
Its: Township Manager

And by: Cynthia Jankowski  
Printed Name: Cynthia Jankowski  
Its: Township Clerk

PURCHASER:

Dated: April \_\_\_\_\_, 2024

REDGUARD FIRE & SECURITY,  
a Michigan corporation

By: \_\_\_\_\_  
Printed Name: David St. Germain  
Its: Chief Executive Officer

**EXHIBITS**

Exhibit A – The Land

Exhibit B – Original Parcel

Exhibit C - Covenant Deed

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the Effective Date.

SELLER:

Dated: April \_\_\_\_, 2024

CHARTER TOWNSHIP OF NORTHVILLE,  
a Michigan charter township


By: \_\_\_\_\_  
Printed Name: Todd Mutchler  
Its: Township Manager

And by: \_\_\_\_\_  
Printed Name: Cynthia Jankowski  
Its: Township Clerk

PURCHASER:

Dated: April 18, 2024

REDGUARD FIRE & SECURITY,  
a Michigan corporation

By:   
Printed Name: David St. Germain  
Its: Chief Executive Officer

**EXHIBITS**

Exhibit A – The Land

Exhibit B – Original Parcel

Exhibit C - Covenant Deed

ACKNOWLEDGMENT OF RECEIPT OF DEPOSIT

First American Title Insurance Company hereby acknowledges receipt of the Deposit required under Article 3 of the foregoing Agreement and agrees to hold the Deposit under the terms specified in the Agreement.

Date: \_\_\_\_\_

FIRST AMERICAN TITLE INSURANCE  
COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

The Land

Approximately 3.7 acres, subject to final configuration following survey and lot split from the Original Parcel, and a/k/a MITCRA Parcel 5.

**Exhibit B**

The Original Parcel

Parcel No. 066-99-0001-725 (approx. 23.46 acres gross)



Exhibit C

**COVENANT DEED**

---

KNOW ALL MEN BY THESE PRESENTS: That the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan charter township (“Grantor”), whose address is 44405 Six Mile Road, Northville, Michigan 48168, for and in consideration of the sum set forth in the Real Estate Transfer Tax Valuation Affidavit filed simultaneously with this Deed, grants, bargains, sells, assigns and conveys to \_\_\_\_\_, a \_\_\_\_\_ (“Grantee”), whose address is \_\_\_\_\_, the following real property (the “Property”) situated in the Township of Northville, County of Wayne, State of Michigan, to wit: See attached EXHIBIT 1.

TOGETHER WITH Grantor’s interest in all air, oil, gas, mineral and riparian rights, and all hereditaments, improvements, appurtenances, reversions, remainders, rents, issues and profits belonging or in any way appertaining to the Property, all land lying in the bed of any street, road or avenue adjoining the Property to the centerline thereof, and all easements, whether or not recorded, strips and rights of way abutting, adjacent, contiguous, or adjoining the Property.

TO HAVE AND TO HOLD the Property unto the Grantee, Grantee's heirs, successors and assigns, in fee simple forever. Grantor covenants and agrees that the Property is free from encumbrances created by Grantor, except for those matters to which this conveyance is made subject, and that Grantor will covenant and defend the Property unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, but against no other claims or persons.

SUBJECT TO the matters contained in attached EXHIBIT 2.

The Property may be located within the vicinity of farmland 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.

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.

*(Signatures appear on following page)*

Date: \_\_\_\_\_, 2024.

CHARTER TOWNSHIP OF  
NORTHVILLE, a Michigan charter  
township

By: \_\_\_\_\_  
Printed Name: Todd Mutchler  
Its: Township Manager

And by: \_\_\_\_\_  
Printed Name: Cynthia Jankowski  
Its: Township Clerk

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF WAYNE    )

The foregoing Covenant Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2024, by Todd Mutchler and Cynthia Jankowski, the Township Manager and the Township Clerk, respectively, of the Charter Township of Northville, a Michigan charter township, on behalf of the Township.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

County Treasurer's Certificate		City Treasurer's Certificate
<b>Drafted By:</b>	<b>When recorded return to:</b> Grantee	<b>Send subsequent tax bills to:</b> Grantee

Tax I.D. No.: \_\_\_\_\_  
Exempt from Real Estate Transfer Tax pursuant to MCL 207.505(5)(h)(i) and MCL 207.526(6)(h)(i)

EXHIBIT 1  
LEGAL DESCRIPTION

Tax Item No. \_\_\_\_\_

EXHIBIT 2  
PERMITTED EXCEPTIONS



**Transaction Identification Data, for which the Company assumes no liability as set forth in  
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company  
Issuing Office: 300 East Long Lake Road, Suite 300, Bloomfield Hills, MI 48304  
Contact: (248)540-4102, mi.bloomfield@firstam.com  
Issuing Office's ALTA® Registry ID: 1120846  
Commitment Number: 1005188  
Issuing Office File Number: 1005188  
Property Address: Vacant 5 Mile Road, Northville, MI 48168  
Revision:

**SCHEDULE A**

1. Commitment Date: January 11, 2024 at 8:00 AM
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. [The Title is, at the Commitment Date, vested in:](#)  
  
State Land Bank Authority, a Michigan public body corporate and politic

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Form 50230226 (12-15-23)



**First American**

**Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)  
File Number: 1005188**

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

**First American Title Insurance Company**

By:

**Authorized Signatory**

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**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. Pay unpaid taxes and assessments unless shown as paid.
7. This informative commitment is not an abstract or opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and may not be relied upon to establish the condition of title or ownership of encumbrances on the title when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount, and identifying the proposed insured.
8. Taxes are exempt:  
Tax Item Number: 77-066-99-0001-725  
Vacant 5 Mile Road, Northville, MI 48168  
If any amounts are shown as DUE, the total does not include collection fees, penalties or interest.
9. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

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**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien, or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. The effect of a Deed from Charter Township of Northville Brownfield Redevelopment Authority, a Michigan public body corporate to State Land Bank Authority, a Michigan public body corporate and politic recorded in [Liber 57763, page 832](#).
8. Interest of others in the Oil, Gas and other Minerals in and under and that may be produced from captioned land as disclosed by instrument recorded in [Liber 15271, page 484](#), Register #E850320, [Liber 19465, page 490](#), Register #G113258, [Liber 19465, page 559](#), Register #G113259, [Liber 19465, page 566](#), Register #G113260, [Liber 29006, page 664](#), [Liber 40884, page 1488](#) and [Liber 52630, page 1410](#), provided such interests do not include the right to use the surface or engage in surface operations.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.

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9. Terms and Conditions contained in Planned Unit Development Agreement as disclosed by instrument recorded in Liber 40450, page 1341.
10. Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Liber 40884, page 1494.
11. Terms and Conditions contained in Affidavit to Permit Recording of Agreement between the City of Detroit and the Charter Township of Northville Effecting Transfer of Sewage Discharge Capacity in the Rouge Valley Interceptor Sewer for the Benefit of Certain Lands located in the Charter Township of Northville as disclosed by instrument recorded in Liber 40936, page 541.
12. Easement for Pipeline in favor of Consumers Energy Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 41036, page 1.
13. Grant of Easement in favor of WideOpen West Michigan, LLC and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 49913, page 167.
14. Terms and Conditions contained in Detention Pond Easement Agreement as disclosed by instrument recorded in Liber 54149, page 768.  
Amended and Restated Detention Pond Easement Agreement recorded in Liber 54637, page 1162.
15. Lien(s) for any additional taxes which may become due as a result of a reassessment and retroactive adjustment of taxes.
16. Rights of other riparian owners and to the public trust in and to the waters of the drain crossing subject property.
17. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.
18. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
19. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
20. Rights of tenants, if any, under any unrecorded leases.
21. Lien for outstanding water or sewer charges, if any.

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**EXHIBIT A**

The Land referred to herein below is situated in the Township of Northville, County of Wayne, State of Michigan, and is described as follows:

Part of the Southwest 1/4 of Section 17, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan described as:

Beginning at the Southwest corner of said section; thence North 00 degree 05 minutes 06 seconds West 934.79 feet along the West line of said section, said line also being the centerline of Ridge Road, variable width; thence North 89 degrees 50 minutes 24 seconds East 600.00 feet; thence South 00 degree 05 minutes 06 seconds East 441.49 feet; thence North 89 degrees 50 minutes 24 seconds East 864.13 feet; thence South 00 degree 09 minutes 39 seconds East 81.72 feet; thence South 25 degrees 09 minutes 52 seconds East 299.64 feet; thence South 00 degree 09 minutes 39 seconds East 140.02 feet to the South line of said Section 17 and the centerline of 5 Mile Road, variable width; thence along said South line South 89 degrees 50 minutes 24 seconds West 1591.42 feet to the said Southwest corner of said Section 17 and to the point of beginning.

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