AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY BETWEEN THE CITY OF CHELSEA AND THE TOWNSHIP OF LIMA WASHTENAW COUNTY, MICHIGAN

This **AGREEMENT** is made as of this _____ day of, 2024 (the "Effective Date"), by and between the **CITY OF CHELSEA**, a Michigan municipal corporation, with its principal offices at 305 South Main Street, Suite 100, Chelsea, Michigan 48118-1544 ("City"), and **THE TOWNSHIP OF LIMA**, a Michigan municipal corporation, with its principal offices at 11452 Jackson Road, Chelsea, Michigan 48118-0059 ("Township").

RECITALS

WHEREAS, Act 425 of the Public Acts of Michigan of 1984, as amended ("Act 425"), enables two or more local units of government to conditionally transfer property by written agreement between the affected local units of government for the purpose of an economic development project; and

WHEREAS, the City and the Township are local units of government duly organized and acting under the laws and statutes of the State of Michigan; and

WHEREAS, the current owner/developer of certain property within the Township consisting of approximately 46.21 acres, as more particularly described and depicted on Exhibit A, attached hereto and made a part hereof (the "Property"), has proposed the undertaking of an economic development project as defined in Act 425, specifically the construction of two medical buildings and a residential development consisting of 172 homesites (the "Project"); and

WHEREAS, construction of the Project will require the extension and provision of municipal water and sanitary sewer systems and services that only the City has the ability to provide; and

WHEREAS, the City, the Township and the current owner/developer of the land to be conditionally transferred desire the City to extend and provide water and sanitary sewer systems and services to the land to be conditionally transferred; and

WHEREAS, both the City and the Township must consider, according to Section 3 of Act 425, certain factors prior to entering into a written agreement conditionally transferring the Property; and

WHEREAS, the City and the Township have each held a public hearing and given notice required by Section 4 of Act 425 regarding this Agreement; and

WHEREAS, the City Council and the Township Board have each decided, by a majority of the members elected and serving on each body, to enter into this Agreement; and

WHEREAS, neither the City Council nor the Township Board have adopted a resolution calling for a referendum on the transfer to be made pursuant to this Agreement and more than thirty (30) days have elapsed since public hearings of the

City Council and the Township Board have been held regarding this Agreement, and neither the City Clerk nor the Township Clerk has received a petition calling for referendum on the said transfer; and

WHEREAS, the City Council and the Township Board find the conditional transfer of the Property from the Township to the City will encourage and assist economic development for the general benefit of residents of both the City and the Township.

NOW, THEREFORE, in exchange of the mutual promises and valuable consideration contained herein, and pursuant to the authority granted by Act 425, the parties to this Agreement agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1 Representations. The City and the Township represent that, prior to entering into this Agreement and when formulating this Agreement, each considered the following factors:

- A. Composition of the population; population density; land area and land uses; assessed valuation, topography, natural boundaries and drainage basins; and past and probable future growth, including population increase and business, commercial, and industrial development in the Transferred Property (as hereinafter identified) considering the comparative data for the City and the Township, and the portion of the City and the Township remaining after the transfer of the Transferred Property.
- B. Need for organized community services; the present costs and adequacy of governmental services in the Transferred Property; the probable future need for services in the Transferred Property; the practicability of supplying such services to the Transferred Property; the probable effect of the transfer and of alternative courses of action on the cost and adequacy of services in the area to be transferred and on the remaining portions of the City and the Township; the probable change in taxes and tax rates in the Transferred Property in relation to the benefits expected to accrue from such transfer; and the financial ability of the City and the Township to provide and maintain governmental services in the Transferred Property.
- C. General effect upon the parties hereto of the transfer; and the relationship of the transfer to applicable land use plans.

ARTICLE II TRANSFER AND EFFECT

Section 2.1 Transfer of Property; Consideration. Upon the Effective Date of this Agreement, the Property legally described and depicted on *Exhibit A* attached hereto and hereby incorporated herein (also referred to as the "Transferred Property") shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City as provided and in accordance with this Agreement. In return for the conditional transfer of jurisdiction to the City for the term of this Agreement and for the permanent jurisdiction over the Transferred Property thereafter remaining with the City, the Township shall receive an annual payment from the City throughout the life of this Agreement as set forth in Section 2.8.

Section 2.2 Governmental Services. All governmental services, including, without limitation, water distribution services, sanitary sewer disposal services; electrical services; police protection; building permits; building code, fire code, electrical code, mechanical code, plumbing code enforcement; economic development services; real and personal property assessment services; street and road maintenance and repair; real and personal property tax abatement; the power of taxation, elections, and all other municipal facilities and services shall be provided by the City to the Transferred Property and its occupants on the same basis as it provides such governmental services within the pre-existing legal limits of the City.

Section 2.3 Water and Sewer Service to Designated Township Area. The City shall provide at the developer's expense, connection to the City's water and sewer system for properties located in the Transferred Property. The Township will grant use of any public rights-of-way under their control and not charge a franchise fee for those properties in the Township served by City water and sewer. Connection to the City's water and sewer system is subject to obtaining approval and permits from the Michigan Department of Environment, Great Lakes, and Energy.

Section 2.4 Additional Road Improvements and Connections. The City and Township agree to cooperate in the development of road patterns for the most efficient ingress and egress to the Transferred Property which shall include an agreed plan for traffic easing along Old US-12 east of Freer Road if recommended by the Washtenaw County Road Commission. The Township shall incur no costs for development of road patterns for development of the Transferred Property except as otherwise approved by resolution of the Township Board.

Section 2.5 Applicability and Enforcement of Ordinances. The Transferred Property will be treated as being within the legal limits of the City for the purpose of applying and enforcing all ordinances, rules, and regulations. The City shall be responsible for enforcing all such ordinances, rules and regulations.

Section 2.6 Planning and Zoning. The Transferred Property shall be subject to planning and zoning requirements of the City. It is the City's intention to approve the PUD Area Plan substantially as shown on the attached Exhibit B and the City's intention to rezone the property to the PUD Area Plan using the process and requirements of the City. Revisions to the proposed PUD Area Plan development on the Transferred Property shall

be limited to not more than two medical or other commercial buildings as determined by the City and not more than 172 residential home sites as proposed in the attached.

Section 2.7 Taxes. For the purposes of all taxation, including taxation against real and personal property, the Transferred Property shall be considered as being within the legal limits and jurisdiction of the City.

Section 2.8 Levying and Sharing of Taxes. The City shall pay to the Township a certain portion of the real and personal property taxes actually collected on the real and personal property within the Transferred Property each year as provided in this paragraph. That portion shall be equal to the amount of revenue that would be generated in the Transferred Property by the levy of one (1) mil, provided that if any portion of the Transferred Property is granted a tax abatement or is exempt from taxation by law, by way of example and not by limitation, for religious, charitable, educational or hospital uses, then the parties shall proportionally share in the effect of such tax abatement or tax exemption based upon revenues that would have been received absent the tax abatement or exemption. The City shall pay this amount to the Township in one annual payment by October 15th of each year. The Township shall be entitled to receive all tax payments from the owners of property in the Transferred Property for taxes that were due and payable or delinquent as of the Effective Date of this Agreement.

Section 2.9 Other Revenue. The City is entitled to apply for, receive, and retain all applicable gas and weight taxes, sales tax revenues, revenue sharing revenues, etc., related to the Transferred Property as if the Transferred Property was within the pre-existing legal limits of the City. Any calculation or formula for receipt of such revenues shall assume that the Transferred Property is within the legal limits of the City.

Section 2.10 Special Assessments. The Transferred Property shall be treated as being within the legal limits and jurisdiction of the City for purposes of special assessments.

Section 2.11 Rates, Charges and Fees. All rates, charges, fees, and other costs for governmental services provided in the Transferred Property shall be calculated, levied, and collected by the City on the same basis as if such Transferred Property was within the legal limits and jurisdiction of the City.

Section 2.12 Existing Liens. Liens for special assessments, *ad* valorem real and person property taxes, delinquent taxes, and other purposes made by the Township against real and personal property within the Transferred Property prior to the transfer of jurisdiction to the City shall be and remain in full force and effect as if the Transferred Property were included within the legal limits of the Township.

Section 2.13 Voting. Any persons residing within the Transferred Property shall be entitled to vote on the same basis as if such Transferred Property were located within the legal limits of the City. Additionally, any persons residing within the Transferred Property shall be counted as a resident of the City for any Census.

ARTICLE III TERM AND TERMINATION

- **Section 3.1 Term.** The Agreement shall be in effect for a period of forty (40) years from its Effective Date.
- **Section 3.2 No Early Termination; Enforcement.** Neither the City nor the Township may unilaterally terminate this Agreement before the end of its term for any reason, including any breach hereof by the other party. This Agreement shall be enforced through specific performance.
- **Section 3.3 Effect of Termination at End of Term.** Upon the termination of this Agreement pursuant to Section 3.1, the Transferred Property shall for all purposes be and continue to remain within the legal limits and jurisdiction of the City.
- **Section 3.4 Resolution of Disputes.** It is recognized by both parties that disputes regarding the terms of this Agreement may arise between the City and Township. In order to provide for the orderly resolution of these matters, the following process is established:
 - a) If a party to this Agreement believes that the other party is in breach of a material provision of this Agreement, the former party shall give the latter party written notice of the alleged breach. Thereafter, the alleged breaching party shall have thirty (30) days to respond in writing to the written notice of the alleged breach.
 - b) During the next sixty (60) days the parties shall meet and engage in good-faith discussions and negotiations in an attempt to amicably resolve the dispute. The sixty (60) day period may be extended by agreement of the parties. The parties may use a mediator or facilitator in an attempt to resolve the dispute. In such case, the costs of the mediator or facilitator shall be shared equally between the parties. The mediator or facilitator shall not have the authority to bind the parties.
 - c) If the parties are unable to resolve their dispute within the sixty (60) day good faith discussion and negotiation period, or such other time as may be agreed to between the parties, the non-breaching party may institute legal proceedings for mandamus, injunctive relief, or specific performance.

ARTICLE IV MISCELLANEOUS

- **Section 4.1 Amendment.** No amendments, modifications or alterations of this Agreement shall be effective unless the same is in writing and approved and executed by the City and the Township. Such amendments shall make specific reference to this Agreement to the specific provisions hereof which are amended. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Township of any obligations hereunder except as expressly stated therein.
- **Section 4.2. Enforcement by Parties**. This Agreement shall be enforceable only by the Parties hereto and no other person shall have a right to enforce any provisions contained herein.

Section 4.3 Severability. Should any portion of this Agreement be determined by a court of appropriate jurisdiction to be unenforceable, such determination shall not affect the remainder of this Agreement, and the parties hereto shall modify such unenforceable provisions to the extent possible, by written amendment to this Agreement so that any unenforceable provision is made enforceable.

Section 4.4 Waiver. The failure of either the City or the Township to insist upon strict performance of any covenant or obligation set forth in this Agreement shall not be a waiver of such party's right to demand strict compliance therewith in the future.

Section 4.5 Titles or Captions. Titles or captions or articles and sections contained in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions thereof.

Section 4.6 Entire Agreement. This Agreement, including any exhibits attached hereto, which are incorporated herein and made a part hereof contains the entire Agreement between the City and the Township.

Section 4.7 Filing and Effective Date. In accordance with Act 425, a duplicate original of this Agreement shall be filed with the Clerk of Washtenaw County and with the Michigan Secretary of State. This Agreement, certified by such County Clerk or Secretary of State, shall be prima facie evidence of the conditional transfer of the territory herein described. This Agreement shall be effective on the date first written above.

IN WITNESS WHEREOF, the City and the Township, by their duly authorized representatives, have executed this Agreement.

Witnesses:	CITY OF CHELSEA	
	By: Mayor	
	By: City Clerk	
Witnesses:	TOWNSHIP OF LIMA	
	By: Supervisor	
	By: Township Clerk	

EXHIBIT A TRANSFERRED PROPERTY DESCRIPTION & DEPICTION

G -07-18-100-032

OWNER REQUEST 07/19/99 LI 18-1A-1A-5B "REMAINDER" COM AT NE COR SEC 18, TH S 01-30-00 E 1112.10 FT, TH S 88-30-00 W 772.20 FT TO POB, TH S 00-30-00 W 1356.30 FT, TH S 89-00-00 W 900.90 FT, TH N 11-34-00 E 72.58 FT, TH N 00-56-00 W 177.00 FT, TH N 83-42-40 W 191.20 FT, TH 364.99 FT ALNG CURV-RT-RAD=1366.00 FT CH=S 14-10-10 W 363.83 FT, TH N 68-24-05 W 66.00 FT, TH 430.05 FT ALNG CURV-LFT-RAD=1300.00 FT CH=N 11-38-05 E 428.04 FT, TH 132.98 FT ALNG CURV RT RAD=75.00 FT CH=N 00-17-15 W 132.98 FT, TH N 04-06-46 W 40.55 FT, TH S 85-12-15 W 300.12 FT, TH S 08-17-40 E 115.21 FT, TH S89-56-40 W 446.57 FT, TH N 02-34-00 W 574.92 FT, TH N 87-53-00 E 439.12 FT, TH N 02-54-00 W 360.65 FT, TH EAST TO POB. PT OF NE 1/4 SEC 18, T2S-R4E. 46.21 AC. SPLIT ON 07/19/1999 FROM G -07-18-100-028;



Washtenaw County Parcel Report

Parcel ID:

Report generated

G-07-18-100-032

Parcel Information

PIN: G-07-18-100-032

CVT Code:

CVT Description: TOWNSHIP OF LIMA

School: 81040, CHELSEA SCHOOLS

Property Class: 102, AGRICULTURAL

Property Information

Address: **VACANT**

CHELSEA, MI 48118

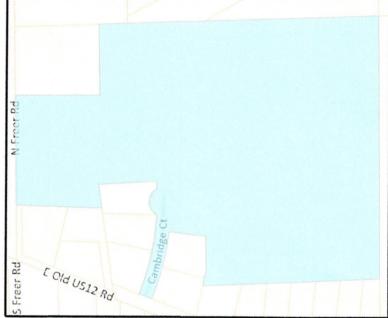
Owner Information

WOLF LAND DEVELOPMENT COMPANY LLC Owner:

Address: 5460 PRARIEVIEW

BRIGHTON, MI 48116

5/23/2024 2:51:21 PM



Parcel highlighted in blue

Homestead Information

Homestead Percent: 100% **Values**

Assessed Value: \$ 138700

SEV:

\$ 138700

Capped Value:

\$ 81219

Taxable Value: \$81219

Drain Assessment (not incl. drain debts)

Sales (last 3 max)

Year	Drain Name	Amount
2010	Mill Creek Consolidated	\$ 10.87
2010	WWRA Operating	\$ 26.00
2011	WWRA DEBT	\$ 24.00
2011	WWRA OPERATING	\$ 26.00
2012	WWRA DEBT	\$ 24.00
2012	WWRA OPERATING	\$ 26.00
2013	WWRA DEBT	\$ 24.00
2013	WWRA OPERATING	\$ 26.00
2013	Mill Creek Consolidated	\$ 25.71
2014	WWRA DEBT	\$ 24.00
2014	WWRA Operating	\$ 26.00
2015	WWRA DEBT	\$ 24.00
2015	WWRA Operating	\$ 26.00
2016	Lima and Sylvan	\$ 20.52
2016	Mill Creek Consolidated	\$ 25.93

Date 07/10/2017	Sale Price	Type QUIT CLAIM DEED
01/10/2008	10	QUIT CLAIM DEED

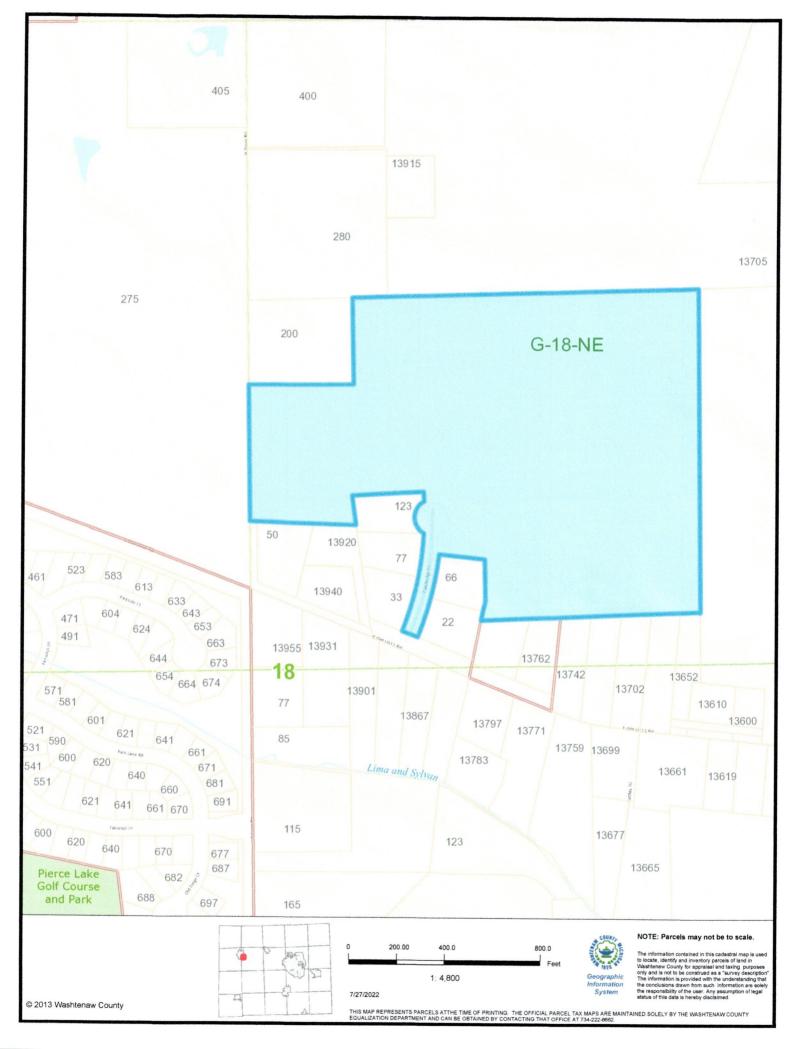


EXHIBIT B PUD AREA PLAN

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PRELIMINARY SITE PLAN

WOLF FARM

SECTION 18, LIMA TOWNSHIP, WASHTENAW COUNTY A PLANNED UNIT DEVELOPMENT



DEVELOPMENT MAP



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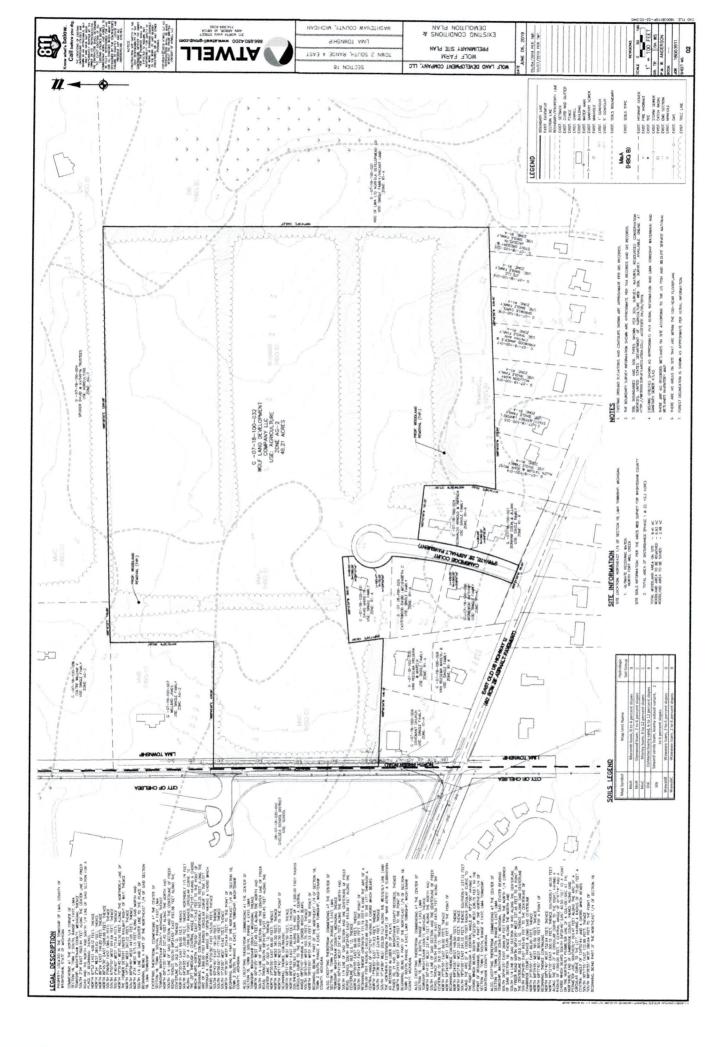
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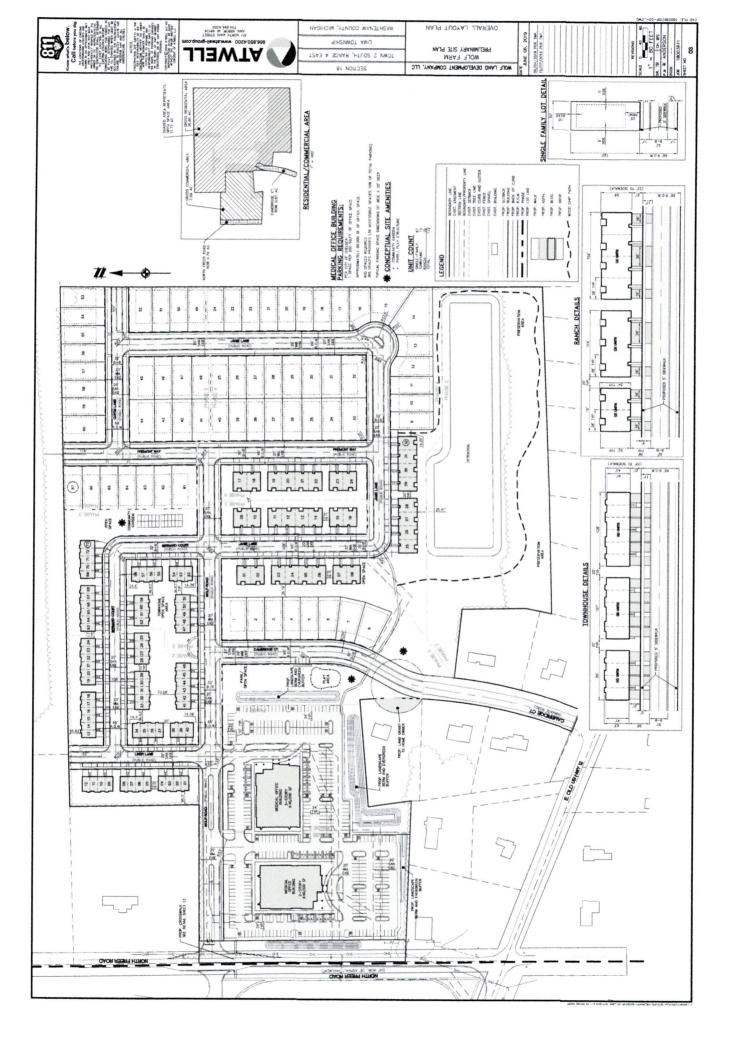
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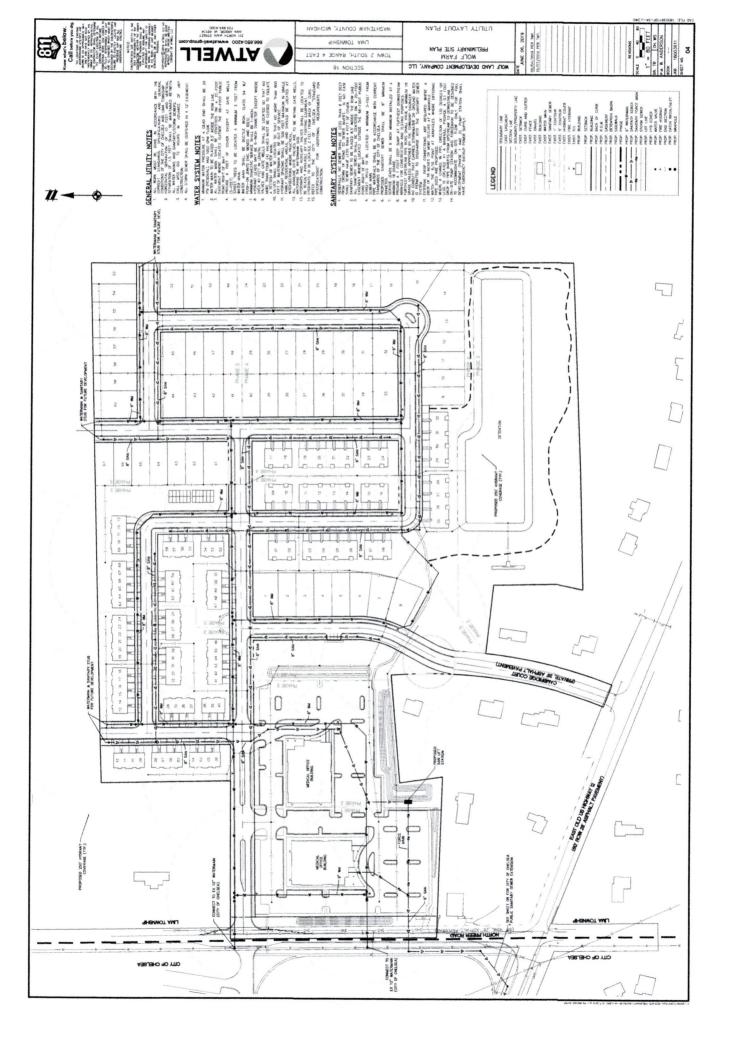
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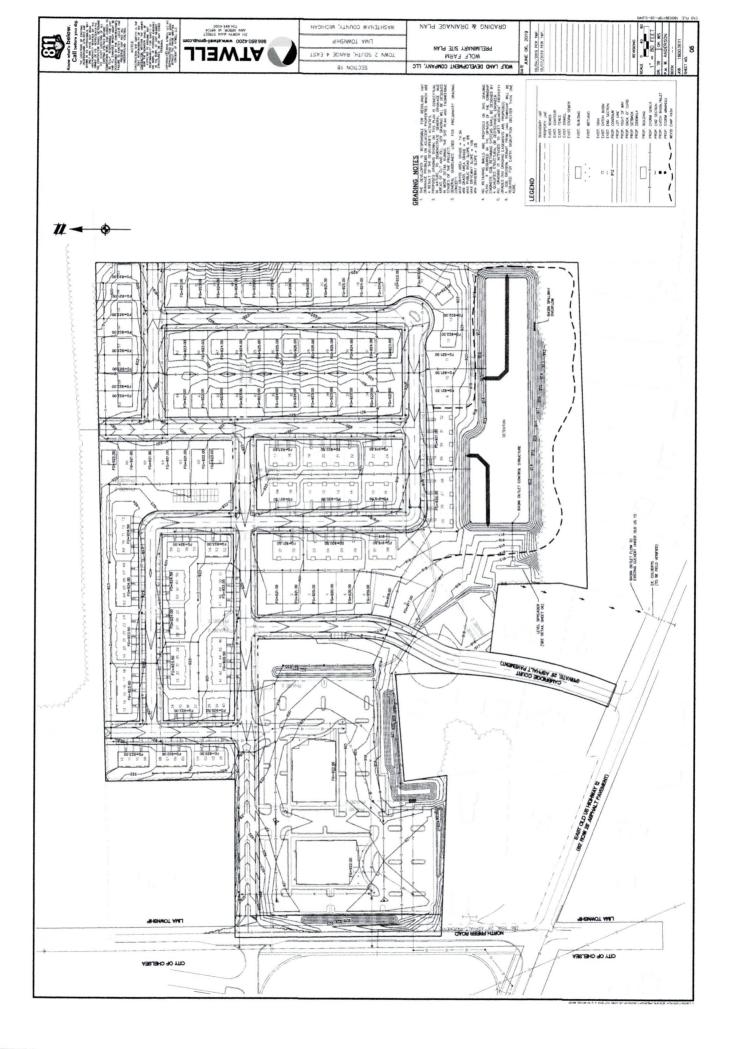
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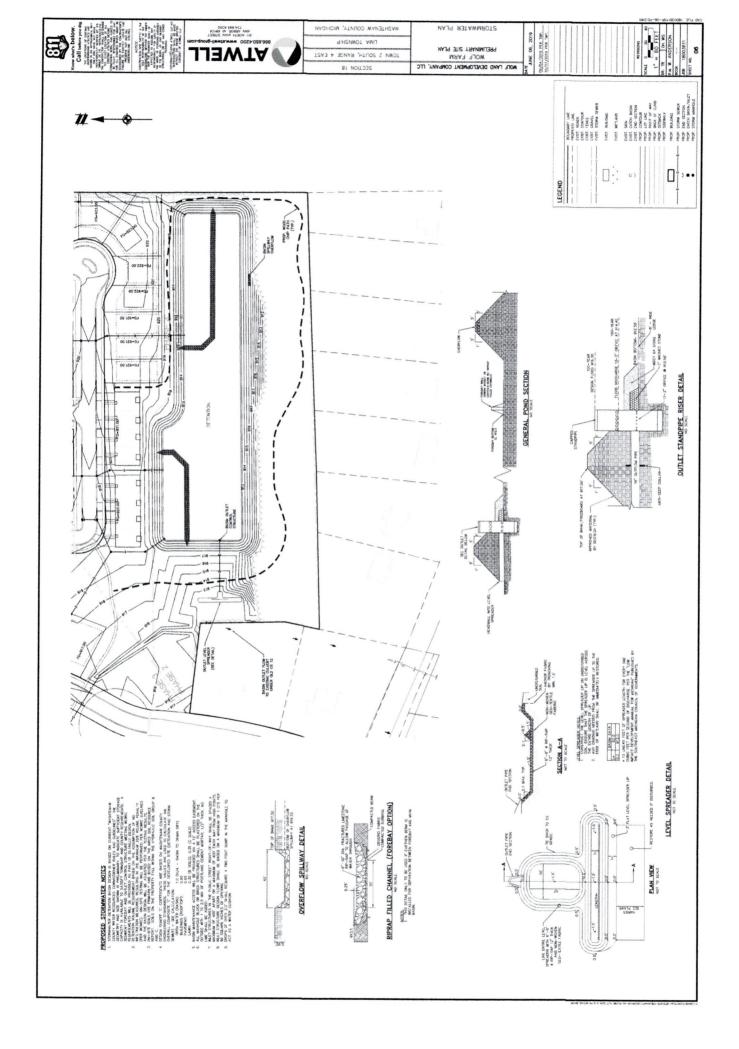
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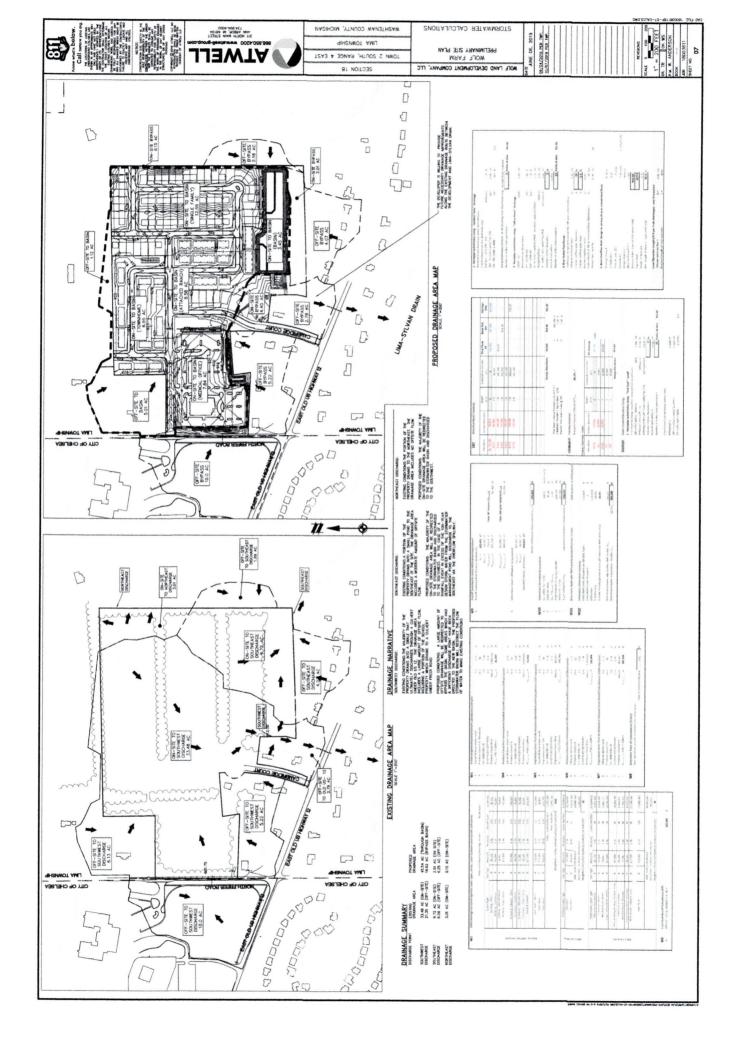


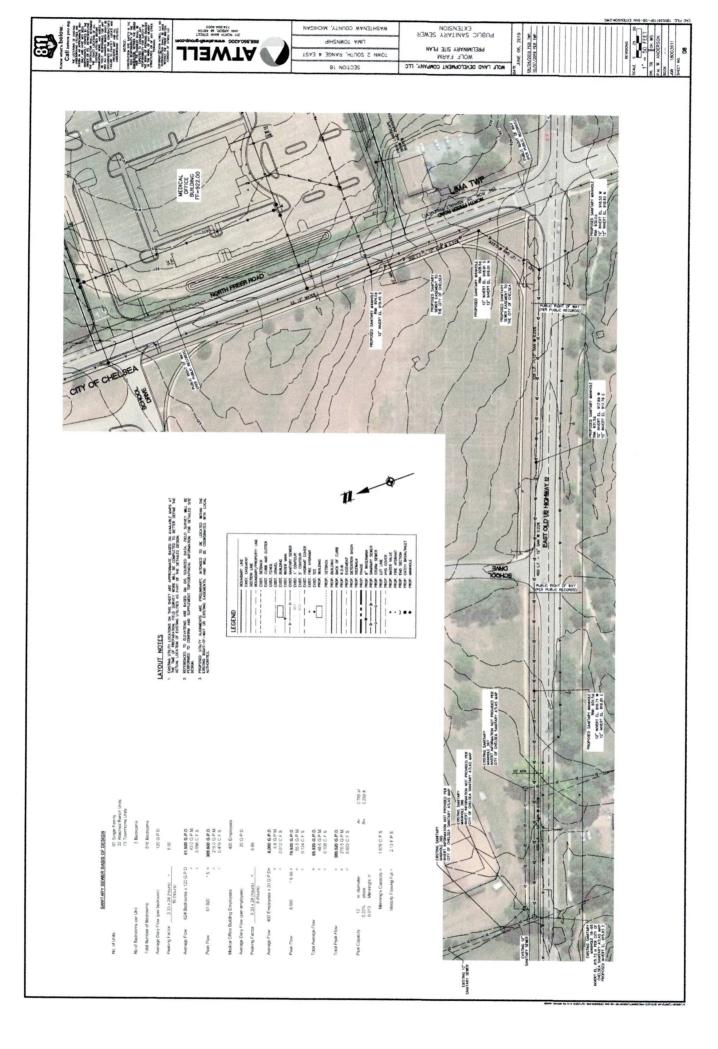


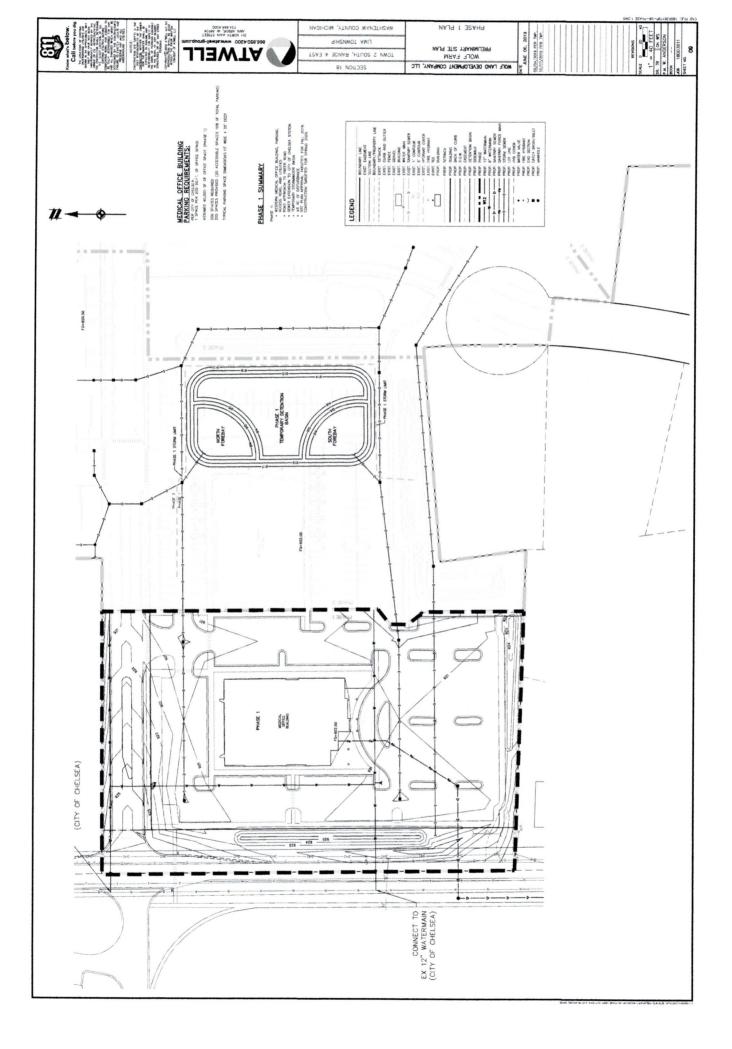












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CONCEPTUAL HOUSING IMAGES ONLY



WOLF LAND DEVELONMENT COMPANY, LLC
WOLF FARM

RESIDENTIAL ELEVATIONS















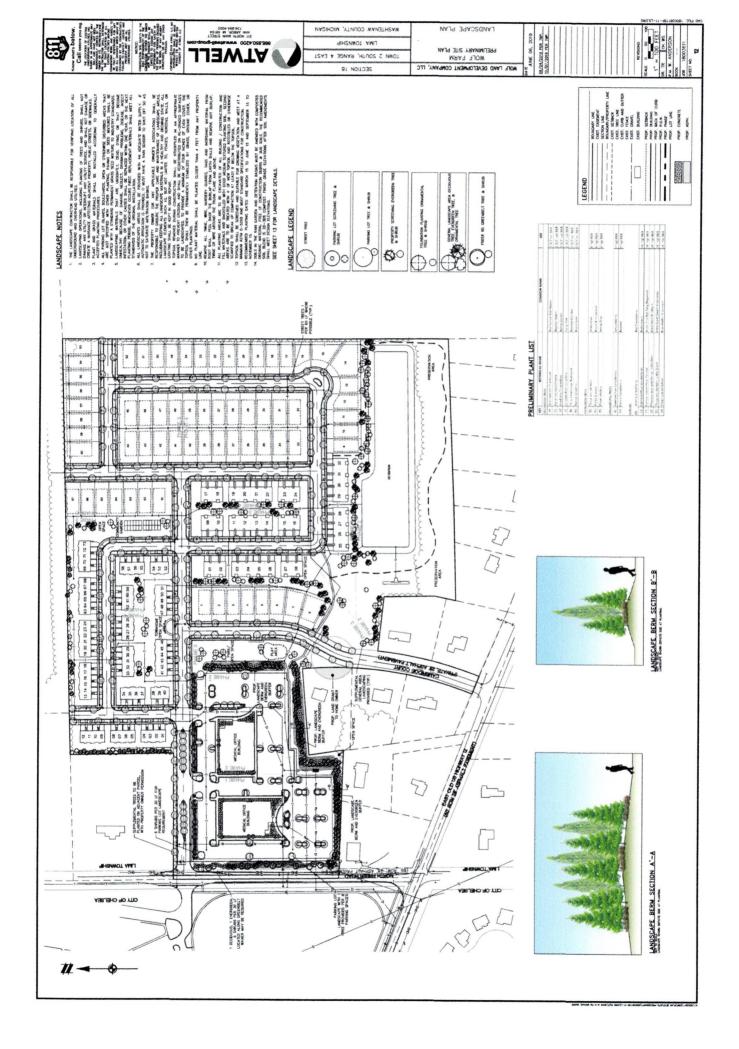


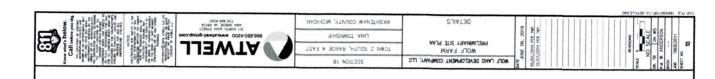






MULTI-FAMILY TOWNHOME ELEVATION





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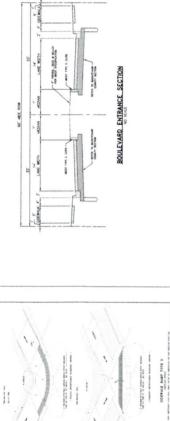
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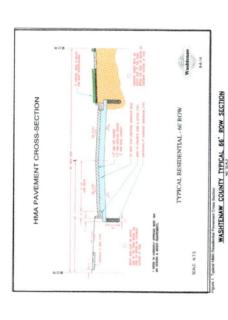
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