

Expires 6/24/2024

**AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY FROM
THE TOWNSHIP OF LAWRENCE TO THE VILLAGE OF LAWRENCE**

THIS AGREEMENT is made on the 24th day of June 1994, by and between the Village of Lawrence, a Michigan municipal corporation, with its principal offices at Village Hall, 157 N. Paw Paw Street, Lawrence, Michigan 49064, (hereinafter referred to as the "Village") and the Township of Lawrence, a Michigan municipal corporation, with its principal offices at Lawrence Township Hall, 122 W. St. Joseph Street, Box 42, Lawrence, Michigan 49064 (hereinafter referred to as the "Township").

WHEREAS, Act No. 425 of the Public Acts of Michigan of 1984 (1984 PA 425) enables two local units of government to conditionally transfer property for the purpose of an economic development project, through an express written agreement; and,

WHEREAS, the Village wishes to undertake an economic development project on the land located in the Township of Lawrence, Van Buren County, Michigan, which is shown highlighted in yellow in "Exhibit A" and is more specifically described in "Exhibit B", both being attached and incorporated herein by reference; and,

WHEREAS, in accordance with the 1984 PA 425, the Village Council and the Township Board held public hearings regarding the conditional transfer of property shown in "Exhibit A" and described in "Exhibit B" from the Township to the Village on the terms and conditions expressed herein; and,

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

WHEREAS, the Village agrees that it is fit and proper for it, and not the Township, to have the risk of loss and the financial burdens that may entail, in light of the Village's

jurisdiction over the property being transferred herein and its control over agreements it may later execute with third parties; and,

WHEREAS, thirty (30) days have elapsed since the adoption of the resolution of each body approving this Agreement and neither the Village Clerk nor the Township Clerk have received a petition calling for a referendum on said transfer;

NOW, THEREFORE, it is hereby promised, covenanted and agreed as follows:

ARTICLE I

TRANSFER AND EFFECT

1.1 Transfer of Property. Jurisdiction over the real property shown in "Exhibit A" and legally described in "Exhibit B" attached hereto, is hereby transferred from the Township to the Village and shall, for the term of this contract, and for all purposes except as specifically otherwise indicated herein, be considered a part of the Village and fully within its corporate limits. The entire right-of-way for County Road 365 is included under the terms of this agreement with the sole intent of giving the Village control over the same for purposes of improvement, maintenance and funding but any property not also within Sections 16 and 21 shall not be considered as within the Transferred Area for any other purpose.

1.2 Municipal Services. The Village shall be responsible for providing police protection, water, sewer, storm sewer, roads and all other municipal services to the Transferred Area. Immediately after signing this agreement, the Village will be, with the approval of the County Road Commission, responsible for the maintenance and improvements of the entire right-of-way of County Road 365 from the existing Village limit south to I-94. Any special assessment districts for the improvement, re-construction or maintenance of County Road 365 or other improvements within the Transferred Area shall include only that property within the Transferred Area located in Sections 16 and 21. Except as the Village may otherwise agree,

nothing in this provision or this agreement shall require the Village to construct or re-construct any road or provide any physical improvement to or in the Transferred Area including but not limited to feeder or connecting lines to water and sewer mains.

1.3 **Municipal Authority.** The Transferred Area shall be deemed to be under the jurisdiction of the Village for the purposes of all Village ordinances. The Transferred Area may be developed as a Planned Unit Development (PUD). Any construction completed during the term of this Agreement, notwithstanding any other provision hereof and although inconsistent with current Township zoning, shall be considered lawful uses under Township ordinances in the event this Agreement does not result in annexation of the Transferred Area or upon termination of this Agreement for any other reason so long as water and sewer services have been extended to the Transferred Area.

Land within the Transferred Area shall not be developed or used for any purpose more intense than those uses permitted in a "Light Industrial" zone as that term is defined and applied under current Village Ordinances. In no event shall land within the Transferred Area be developed or used for any purpose which either creates a nuisance by reason of noise, vibration, dust, smoke, odor or other offensive or noxious characteristics or causes significant risk of harm to Township residents or adjacent property from fire, explosions, air and ground water pollution, radiation, or extra-hazardous materials. Under no circumstances shall the land within the Transferred Area be used for a junk yard, land fill, or waste storage or disposal site. Residential and commercial uses may be allowed consistent with current Township Ordinances or with Ordinances or controls later adopted by the Village, consistent with this Agreement, superseding current Township Ordinances.

1.4 Liens. Liens for special assessments, and other purposes made against the Transferred Area by the Township shall remain in full force and effect just as if the Transferred Area were remaining within the jurisdiction of the Township.

1.5 Taxes. All taxes levied on property within the Transferred Area shall be used consistent with statutes, rules and regulations regarding a Local Finance Development Authority (LFDA), Tax Increment Finance Authority (TIFA), Downtown Development Authority (DDA), Economic Development Corporation (EDC), tax abatement programs or other Federal, State and Local programs intended to promote economic development within the Transferred Area. Taxes levied within the transferred area shall be used by the Village to pay for all legal debts and obligations incurred as a result of constructing or installing improvements within the transferred area including, but not limited to, water, sewer, roadways and other utilities; provided, however, that the Township shall share in the tax base to the same extent it would if property of the present general character of that being transferred herein were now within the Village's corporate limits. Nothing in this Agreement shall relieve the Village from complying with present and future statutory provisions regarding the division of tax receipts among the various units of government otherwise entitled except as law may otherwise provide.

1.6 Third Party Agreements. The Village may use state law to assist in the development of the project but may not encumber the property being transferred herein with agreements, regulations, or ordinances which extend beyond the term hereof, except as otherwise provided herein.

1.7 Donated Land. If as part of the project, but except in the event of annexation, the Village receives or is to receive land or property in its own name by way of gift or otherwise, the Village agrees that title to the same shall pass to the Township at the latter's option, at the end of this agreement; the Village specifically agreeing to convey the same. If the

water and sewer extension is not complete within five (5) years of this Agreement, the parties agree to reconvey such donated land to the persons originally owning the same immediately prior to the inception of this Agreement. Upon transfer of title, the conveyance accepted by the Village, shall disclose on the face of the deed that the Village's interest in the same is subject to being divested under the terms of this agreement.

1.8 Sewer and Water. Within 5 years of the effective date of the Agreement, the Village shall have installed and ready for service water and sanitary sewer lines capable of serving commercial, industrial, and/or residential customers located along the West side of County Road 365 from the present south Village limits south to the I-94 Interchange or this agreement shall terminate as provided below.

ARTICLE II

REPRESENTATIONS

2.1 Representations. Each party to this Agreement represents that prior to entering into this Agreement and when formulating this Agreement, it has considered the following factors:

(a) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basin; and the past and probable future growth, including population increase and business, commercial, and industrial development in the Transferred Area; and the comparative data for the Township and the portion of the Township remaining after the transfer of the Transferred Area.

(b) Need for organized community services; the present cost and adequacy of governmental services in the Transferred Area; the probable future need for services in the Transferred Area; the practicability of supplying such services to the Transferred Area; the probable effect of the transfer and of alternative courses of action on the cost and adequacy of services in the Transferred Area and on the remaining portion of the Township; the probable

change in taxes and tax rates in the Transferred Area in relation to the benefits expected to accrue from the transfer; and financial ability of the Village which is responsible for services in the Transferred Area to provide and maintain those services.

(c) General effect of the transfer upon the parties to the Agreement; and the relationship of the transfer to any established village, township, county or regional land use plan.

ARTICLE III

SHARING OF REVENUES

3.1 Division of Revenue. The Village, whether or not it should become a City within the term of this Agreement, shall share with the Township the tax base within the Transferred Area, to the same extent it would if the property being transferred were now within the corporate limits of the Village. Any increase in value arising from the extension of water and sewer past the benefitted area to the I-94 Interchange shall be the Village's to use in payment and satisfaction of outstanding debts incurred as a result of improvements installed or constructed within the Transferred Area. Upon termination of this Agreement and after all project related costs and expenses have been paid, any increase in the value of the tax base shall be the Township's to use for the benefit of the Transferred Area and other parts of the Township as the Township Board may determine.

3.2 Gifts, Grants, Assistance Funds, or Requests. The Transferred Area shall be treated as being within the jurisdiction of the Village for purposes of gifts, grants, assistance funds, bequests, or other funds from any private or public source given as a result of the Transferred Area, and activity performed upon the Transferred Area, the occupancy of the Transferred Area, or for any other reason arising from the existence or jurisdiction of the Transferred Area, such gifts being distributed to the Village alone and not shared with the Township; provided, however, in the event this Agreement should come to an end and a credit

balance should exist in separate funds into which these monies have been deposited, or could have been deposited, all such funds and monies shall be assigned and shall become the sole property of the Township for use as it may determine appropriate.

3.3 Other Funds. For the purpose of state highway funds or any other similar funds, the Transferred Area shall be considered as being within the jurisdiction of the Village, and such funds need not be shared with the Township.

ARTICLE IV

TERM AND TERMINATION

4.1 Term. This Agreement shall continue in full force and effect for a period of thirty (30) years or the useful life of the water and sewer improvements installed along County Road 365 to the I-94 Interchange which ever is more, but in no event for a period longer than fifty (50) years. The parties may expressly agree in writing to terminate this Agreement at any time so long as all government agencies which may have provided funding for improvements are satisfied that adequate measures have been taken to ensure re-payment of any out-standing debt and proper long-term maintenance and control. This Agreement shall terminate five (5) years from its effective date if the water and sewer improvements intended to be installed under the terms of the Agreement are not yet complete. If this Agreement is terminated for failure to complete the water and sewer improvements intended herein, jurisdiction over the Transferred Area shall revert to the Township; provided, however, the Village shall remain responsible for what debts and obligations it has otherwise incurred during the term of the Agreement.

4.2 Township's Election to Extend. In the event it appears that certain costs, charges, or claims arising out of this Agreement may become those of the Township or for which the Township might otherwise become liable, the Township, at its election, may extend this Agreement from year to year until it is satisfied that any such liability has been eliminated. The

Township shall be the sole judge of when and if its exposure to liability has been eliminated; provided, however, the Township shall not use this provision to extend the term of this Agreement unless the liability or the risk of liability is both real and substantial. Termination of the Agreement, shall not, as provided below, void the Villages' on-going responsibility to indemnify and hold the Township harmless or to provide a defense in the event costs, charges or claims arising from this Agreement or agreements made hereafter by the Village with third parties should later be filed, pursued or levied.

4.3 **Annexation.** In the event the water and sewer improvements are complete within five (5) years of the effective date of this Agreement, the parties agree that the Transferred Area may be annexed to the Village and the Village's corporate limits may be extended and expanded accordingly so long as all applicable law and rules regarding annexation are fully satisfied. The Township Board specifically agrees, as a matter of contract, that it will create no barriers or voice no objection to annexation of the Transferred Area to the Village which it would otherwise be entitled to create or voice so long as the water and sewer extension envisioned in this Agreement are complete within the five (5) year period provided above, applicable law regarding annexation of the Transferred Area is otherwise observed and the Township Board is not forced through court order or other lawful means or procedures to take action in opposition to the proposed annexation. Should the Township, through its public officials, breach this provision, the Village may seek whatever relief authorized by law except an award of damages to either party shall not be allowed.

ARTICLE V

INDEMNITY AND ENFORCEMENT

5.1 **Debts and Obligations.** Debts and obligations incurred by the Village during the term of this Agreement, whether the same are monetary in nature or otherwise, shall be the sole

responsibility of the Village to pay or perform, and the Village hereby promises and agrees to indemnify and hold the Township harmless from the re-payment of any such debts and from the expense of performing any such obligations and further agrees to provide a defense in the event of suit filed by a person not a party to this Agreement.

5.2 **Enforcement.** Any dispute arising from and concerning this Agreement may be resolved by any means allowed by law; each party shall have available to it all remedies now existing or hereafter provided by law. The "prevailing party", as that term is now or shall hereafter be defined, shall have awarded to it reasonable and actual attorney fees and costs in the event of a dispute requiring judicial intervention.

5.3 **Review of Records.** The Township shall have an absolute right to review all written agreements, plans or documents drafted or prepared by the Village or third parties in the Village's possession, the intent of such review being to ensure compliance with the terms of this Agreement and to assist the Township in enforcement and making elections to which it is entitled under the terms of this Agreement. The Township shall be notified of all public meetings regarding the development of the Transferred Area as now envisioned or later modified. Consistent with the terms of the Agreement, access to or participation in any of the foregoing shall not be a basis for the Village later claiming and that the Township agreed to any particular arrangement the Village made or may make with third parties implementing the intent of this Agreement or that the Township should not be indemnified or have a defense provided to it in the event of suit.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. Any notice, demand or communication required, permitted, or desired to be given under this Agreement shall be deemed effective when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Township of Lawrence, 122 W. st. Joseph Street, Box 42, Lawrence, Michigan 49064

Village of Lawrence, Village Hall, 157 N. Paw Paw Street, Lawrence, Michigan 49064

6.2 Notices to Third Parties. The parties agree to record in the Van Buren County Register of Deeds Office, an affidavit signed by the current owner of the property to be included in the project area that the land transferred herein is subject to the terms of this Agreement; a copy of which is on file with the County Clerk.

6.3 Governing Law. This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created hereunder are performable in Van Buren County, Michigan and Van Buren County, Michigan which shall be the venue for resolution of any dispute between the parties that may be brought in connection with or arise out of this Agreement.

6.4 Assignment. No assignment of this Agreement or the rights and obligations it creates shall be valid without the specific written consent of both parties hereto.

6.5 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

6.6 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

6.7 Severability. In the event any provisions of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

6.8 Article and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

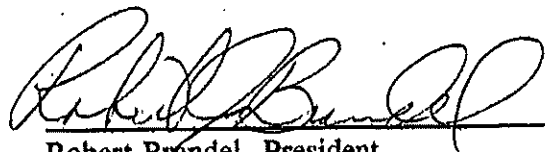
6.9 Amendments and Contract Execution. This Agreement may be amended by mutual agreement of the parties. This Agreement and any amendments hereto shall be in writing and executed in multiple copies. Each copy shall be deemed an original, but all copies together shall constitute one and the same instrument.

6.10 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements or understandings and constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No oral statements or prior or contemporaneous written material not specifically incorporated herein shall be of any force and effect. Both parties specifically acknowledge, in entering into and executing this Agreement, that they rely solely on the representations and agreements contained in this Agreement and no others.

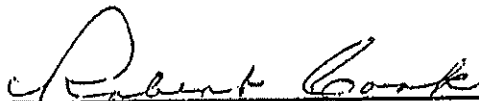
6.11 Effective Date. This Agreement shall become effective upon full execution by a member of the Township Board and the Village Council duly authorized after a public hearing on the question of whether or not this Agreement should be adopted, upon majority vote of the members of each of the foregoing legislative bodies elected and serving on the same and upon filing an original or true copy of the Agreement with the County Clerk and Secretary of State.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement as of the date first above written.

Dated: 6-24-94


Robert Brandel, President
Village of Lawrence

Dated: 6-24-94


Robert Cook, Supervisor
Township of Lawrence

Prepared by:
Mark D. DuBay (P33819)
ADAMS & DuBAY, P.C.
226 1/2 E. Michigan Ave.
Paw Paw, MI 49079
616/657-3184

EXHIBIT B

LEGAL DESCRIPTION OF AREA TRANSFERRED
FROM THE TOWNSHIP OF LAWRENCE
TO THE VILLAGE OF LAWRENCE
PURSUANT TO AGREEMENT UNDER ACT NO. 425
OF THE PUBLIC ACTS OF 1984

Part of the East half of Section 16 and part of the Northeast quarter of Section 21,

T3S, R16W, Lawrence Township, Van Buren County, Michigan described as:

Commencing at the East quarter post of Section 16, thence Southerly along the East line of Section 16, 304.0 feet; thence Westerly S89°56'50" W, 497.83 feet; thence S00°03'10" E, 525.00 feet; thence N 89°56'56" E, 497.83 feet; thence Southerly along the East line of Section 16 to the Southeast corner of Section 16; thence continuing Southerly along the East line of Section 21 to a point 625.17 feet South of the Northeast corner of Section 21; thence N88°34'28" W, 326.83 feet; thence S54°08'27" W, 932.01 feet; thence N88° 34'25"W, 1591.30 feet; thence Northerly along the North and South quarter (1/4) line of Section 21 to the North quarter post of Section 21; thence continuing Northerly along the North and South quarter (1/4) line of Section 16 to the center of Section 16; thence S89°41'00" E, 720.60 feet; thence N00°26'53"W, 643.82 feet; thence along a line N 49°05'23" E to where said line intersects the Southern Boundary of the Village of Lawrence, Michigan; thence Easterly along the Southern Boundary of said Village to the East line of Section 16; thence Southerly along the East line of Section 16 to the East quarter post of Section 16. ALSO Including the entire right-of-way of County Road 365 from the Southern Corporate limits of the Village of Lawrence South to the I-94 Interchange 625.17 feet South of the Northeast corner of Section 21, T3S, R16W.

Ma
Mudd
Pettit

Wilson
Ref. Co.,
Inc.

LAWRENCE

Corp.

LB.
10

Martin

240

215

EXHIBIT A

Doan
Griffin

Fifth
Realty
40

Richard
M.
Monta-
ague

ions
40

Dorothy
Mum-
ough

G.K.
S.M.
T.R.S.
S.K.
A.

Sharon G.
Otto 74

Billy
Key

Van Bu
Inter-
media
School

Robert
Brawsch
44.7
36.5

C.V.
Mott

Ruby
J.
Refer

Nester
Zoods-
ma

365

Richard 40
Dillenbeck

A.F.
Sperske 33

Joan
Dwyer

A. James
Crandall
80

John
Timkovich
80

114.2
G. Landeck

James
Crandall

T.G.
O.S.

L. Kidd

De



State