Washtenaw County Brownfield Redevelopment Authority

VIRTUAL MEETING AGENDA

Thursday, April 8th 2021 9:00 a.m.

(Due to COVID-19 this meeting will be held virtually, using Zoom, and available to the public using either method below)

Link to join the meeting:
https://washtenawcounty.zoom.us/j/99121565816?pwd=bk9IdXpEUmJQU1hNbVhPWHE2d3pwUT09

Call In Number: US: +1 312 626 6799 Webinar ID: 9912156 5816 Passcode: 228181

Link to Board Member Contact Information: https://docs.google.com/document/d/1US6F29kg7dHZyT421-8_Sz0ZxcGewlcJfGiAjNW1aAs/edit?usp=sharing

1. **Call to Order**
   a. Board member Roll Call and Declaration of City/Township/Village, County and State from which they are attending. (i.e. *PRESENT and attending remotely, from City of Ypsilanti, Washtenaw County, Michigan*)
2. **Public Comment***
3. **Approval of Agenda**
4. **Approval of Minutes**
   a. March 11, 2021 Meeting
5. **Board Member Conflict of Interest Disclosure**
6. **Business**
   1. Rockwell Brownfield Plan, 301 N. East St, City of Chelsea and DDA Interlocal Agreement, – Action
   2. Maple Oaks Brownfield Plan – Action
   3. Water Street LBRF Application, City of Ypsilanti – Action
   4. 3515 Broad Street, Environmental Assessment Grant Application, City of Dexter – Action
   5. 8715-8719 Whitmore Lake Road Env. Assessment Grant Application – Action
   6. City of Ann Arbor Leslie Science and Nature Center LBRF Agreement Amendment – Action
   7. Election of Officers – Action
   8. Adopted MEDC/MSF TIF Guidelines – Information only
   9. March 2021 Financial Report – Action
7. **Other Business**
8. **Public Comment***
9. **Adjournment**

*All public comment will be limited to three (3) minutes per person

For more information on this agenda please contact Nathan Voght, Washtenaw County Office of Community and Economic Development at (734) 660-1061 or voghtn@washtenaw.org.

Washtenaw County
Brownfield Redevelopment Authority (WCBRA)
Meeting held virtually using Zoom

DRAFT MEETING MINUTES
Thursday, March 11, 2021, 9:00 a.m.

Board Present: Trevor Woollatt – Chair, Christy Maier, James Harless, Sybil Kolon, Karen Lancaster, Sue Shink, Joe Meyers, Allison Krueger

Board Absent: Morgan Foreman (unexcused)

Staff: Nathan Voght

Joining the Video conference: Jeremy McCallion – AKT Peerless, Julia Upfal – City of Chelsea, Ken Heers and Jeff Carr – Manchester Market, Christopher Jacobs – City of Ypsilanti, Scott Wasielewski – AKT Peerless, Dave Van Haaren – TriTerra

Handouts: None

1. Call to Order

Chair Woollatt called the virtual video-conference meeting to order at 9:03 a.m.

a. Board member Roll Call and Declaration of City/Township/Village, County and State from which they are attending: James Harless, calling from Webster Twp., Washtenaw County, Trevor Woollatt, calling from Ada, Kent County, Christy Maier, calling from Dexter Twp, Washtenaw County, Sue Shink, calling from Northfield Twp., Washtenaw County, Karen Lancaster, calling from Saline, Washtenaw County, Allison Krueger, calling from City of Ypsilanti, Washtenaw County, Joseph Meyers, calling from City of Ypsilanti, Washtenaw County, and Sybil Kolon, Manchester Township, Washtenaw County.

2. Public Comment

There was no public comment.

3. Approval of Agenda

Staff asked that approval of 2020 Interest for four brownfield projects be added to the agenda for approval. The specific interest amounts will be added as additional Eligible Activity costs to be reimbursed to the developer. However, interest generated is never added to future simple interest calculations, so no “compounding.”

K. Lancaster moved to approve the agenda adding approval of Interest as an additional business item (2nd J. Harless), and the motion passed unanimously.

4. Approval of February 11th, 2021 Meeting Minutes

J. Meyers moved to approve the February 11, 2021 minutes (2nd J. Harless), and the motion passed unanimously. S. Kolon asked about minutes noting absences, and A. Krueger asked about updating the link to the Board member contact list.

5. Board Member Conflict of Interest Disclosure

J. Meyers stated he has a conflict with 220 N. Park on the agenda, so he will remove himself from the discussion and ask Christopher Jacobs, from the City, to present the information.

6. Business

1. <u>Rockwell Building, City of Chelsea, Form Brownfield Plan Review Sub-Committee – Action</u>

   N. Voght provided background on the project, the previous 2019 Plan, which was approved at the City and was scheduled for Board of Commissioners approval, and now the new developer interested in the project. Dave Van Haaren, with TriTerra, the environmental consultant on the project, provided additional information.

   The previous project proposed about 36 apartments, where the new proposal includes 51. Eligible activities are estimated slightly higher, and similar incentives will be sought, including an EGLE grant, Commercial Rehabilitation District, Brownfield TIF, and DDA support.

   Julia Upfal, with the City of Chelsea spoke about the project and city support. Mr. Van Haaren referred to the previous investigations provided with the Brownfield Application.

   Board members S. Shink, J. Harless, and K. Lancaster volunteered to form the Plan Review Sub-Committee

2. <u>S. Union St. Vacant, Manchester Village, Environmental Assessment Grant, Phase II – Action</u>

   N. Voght referred to the application and referred to Jeremy McCallion, with AKT Peerless, the environmental consultant on the project. Mr. McCallion introduced Jeff Carr, with AKT Peerless, to explain more technical aspects of the proposed investigation. The applicant Ken Heers will be opening a market, with eventual meat processing, which is in high demand in the area. Only the Phase II, for $9,160, is submitted for County Grant Support, while remaining costs will be submitted to the DCC, according to Board policy for cost-sharing.

   Mr. Heers discussed other businesses he is involved with.

   Board members J. Meyers and S. Shink expressed support for the project. A. Krueger liked the cost-sharing with the DCC.

   J. Meyers moved to approve the Phase II cost of $9,160, but reduced by $2,200 if the Report is eventually incorporated into a BEA if the property is purchased by the applicant (2nd J. Harless).

3. <u>220 N. Park Phase I, II, BEA Env. Assessment, City of Ypsilanti – Action</u>

   J. Meyers recused himself from the discussion on this business item due to conflict of interest, as he works for the City of Ypsilanti. He referred to Christopher Jacobs, who will be presenting.

   Staff discussed possible application to the DCC for some of the proposed work, or all of it. Christopher Jacobs indicating timing may be an issue, waiting for DCC approval timeline, particularly the sampling plan required by the EPA for the Phase II.

   The Board agreed to support the Phase II costs of $8,250, with the condition that remaining costs be submitted to the DCC for funding.

   J. Harless moved to approve the Phase II costs of $8,250, with the condition that remaining costs be submitted to the DCC for assessment grant support, and with the additional condition that if the timing works for DCC to fund all the work, including the Phase II, then the funding will shift fully to DCC. Finally, whatever costs the Authority funds will be reimbursed through TIF from any future Brownfield Plan on the site (2nd S. Shink), and the motion passed unanimously.

4. EGLE PRB Effectiveness Memo about 1140 Broadway – Information only

Staff referred to the EGLE memo and discussed the history of the project. The Authority is committed to long-term support and partnering with EGLE for monitoring the area, as this was requested by EGLE when the $1 million CMI grant was awarded to the project.

J. Harless spoke to the cooperation by the developer on the project, the Authority and EGLE. A Krueger asked about sources of funding for the long-term monitoring, to which N. Voght responded various potential sources, including Admin and LBRF. J. Harless further spoke about the history of the first developer on the site in 2001, Strathmore.

N. Voght mentioned that an EGLE CMI grant proposal has been submitted by the Broadway Park development team for potential funding up to $1 million. The project will be "vetted" by EGLE staff later in March, then an invitation to formally apply for a specific grant amount.

5. February 2021 Financial Report, including approval of 2020 Interest – Action

The approval of 2020 Interest was added to the agenda, as requested by staff. N. Voght explained how some projects include Interest on unreimbursed Eligible Activities as an Eligible Activity, calculated at the end of every year, at 3, 4 or 5% simple interest, depending on the project.

J. Meyers moved to approve 2020 Interest as an Eligible Activity for the following four projects and amounts: Grandview Commons - $72,603.49, Zingerman's - $18,882.17, 618 S. Main - $63,279.23, 544 Detroit - $12,499.46 (2nd K. Lancaster), and the motion passed unanimously.

7. Other Business

J. Meyers discussed with the Board an LBRF application that the City would like to submit next month for PCB and Lead Remediation at the Water Street Brownfield Site.

8. Public Comment:

The Board asked if anyone attending had additional public comment, and no one responded.

9. Adjournment:

J. Harless moved to adjourn the meeting at 10:23 a.m. (2nd K. Lancaster)

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the April 8, 2021 meeting, held virtually with Zoom.

Washtenaw County Brownfield Redevelopment Authority

Agenda Summary Memo
REGULAR VIRTUAL MEETING
9:00 a.m. Thursday, April 8th, 2021

TO: Washtenaw County Brownfield Authority
FROM: Nathan Voght, Washtenaw County Brownfield Coordinator
DATE: April 1, 2021

This regular board meeting will be held virtually, using Zoom. Here is a link to the meeting:

https://washtenawcounty.zoom.us/j/99121565816?pwd=bk9IdXpEUmJQU1hNbVhPWHE2d3pwUT09

The public will be able to attend by following the above link, or with the following call-in info:
Phone #: US: +1 312 626 6799 Webinar ID: 9912156 5816 Passcode: 228181

A roll call of each member present will be taken, with each announcing the city/county/state where they are physically located. In addition, board member contact information is required to be included in the meeting notice. I have added a link to a roster of the Board, with email contact information, to the top of the agenda.

Business Items:

1. **Rockwell Brownfield Plan, 301 N. East St, City of Chelsea, and DDA Interlocal Agreement – Action**

   Please find enclosed a final draft of the Rockwell Brownfield Plan. This is a historic building, a former stove manufacturing facility, within the Chelsea Clocktower Redevelopment. It was previously proposed for redevelopment with about 36 apartments in 2019 by JP Commercial, but they backed out of the deal. The current developers are proposing 51 apartment units, and will be requesting Commercial Rehabilitation Tax Abatement for 10 years (freezes local taxes only), Commercial Revitalization Grant of $1M from the MEDC, as well as Brownfield TIF, to facilitate the redevelopment of the site. These incentives were also requested in the 2019 proposal. They are also exploring an EGLE environmental grant, which was offered in 2019. The Brownfield Plan assumes no EGLE grant, in case the grant is not secured, TIF will cover those expenses.

   Total proposed developer reimbursable expenses are $792,000, and a proposed 15 year period to pay off all expenses. Ten (10%) annual capture will be for LBRF and/or Administrative Fees, with a lump sum LBRF capture in the final year, to round out the full amount of $195,000 for LBRF. However, the first nine years will be during the Commercial Rehabilitation District period, so no local taxes will be captured and available for Administrative Fees.

   The Sub-Committee, made up of members J. Harless, S. Shink, and K. Lancaster, reviewed the Plan. A recommendation was made to include a flat LBRF capture of $320,000, which includes 10% annual LBRF capture, which can be taken as Admin once local taxes become available after the Commercial Rehab period ends, and then one full additional year, to round out the $320,000. However, the City of Chelsea and staff had further interim discussions, and has requested that LBRF capture be reduced to $195,000 to reduce the impact to the taxing jurisdictions. The Brownfield Plan has been revised accordingly, and is the version in your packet.

The developer will be presenting to Chelsea City Council on Monday April 5th, and then for public hearing and approval at the April 19th Council meeting. Therefore, any Brownfield Authority approval on April 8th should be contingent on City of Chelsea approval. The Board of Commissioners will set a Public Hearing on the Plan for potential adoption on April 19th, for the May 5th meeting. Final adoption is planned for May 19th.

As the project is within the Chelsea DDA, an Interlocal Agreement is required between the DDA and Brownfield Authority to allow the BRA to capture local millages that would otherwise be captured by the DDA. This is included in your packet for approval, as well. This will be taken up by the Chelsea DDA at their April 15th meeting. A separate approval motion is required for the Interlocal Agreement, which has been reviewed by County Corporation Counsel, Michelle Billard.

Staff recommends any approvals be **contingent** on City Council and City DDA approvals of requisite documents, given the timing of those approvals after BRA.

2. Maple Oaks Brownfield Plan, City of Saline – Action

Please find enclosed a draft Brownfield Plan for Maple Oaks, in the City of Saline. Staff encourages the Board find out more about the development by following the link provided in the Brownfield Plan. The developers presented to the Board in December and Saline City Council March 21st and was postponed to the April 5th Council for formal action.

The Sub-Committee of members J. Harless, C. Maier, and T. Woollatt has been working with the developers since December on project eligibility, eligible activities, and other aspects of the Plan. There have been various concerns, most of which are resolved. Several remaining questions, regarding mercury and direct-contact criteria, will generate additional discussion in the coming months with the developer.

The Plan proposes $550,000 in developer reimbursable activities, including $105,000 in “look-back” expenses for Site Demolition previously incurred on the south parcel, which is 75% developed with residential condominiums, and $330,000 in proposed Due Care activities associated with the northern parcel, for future development as a community building. Remaining costs are legal, support, administration, contingency, and BF Plan preparation.

Annual Admin capture is 5%, which can be taken as LBRF, however, maximum LBRF is $175,000 for the entire Plan.

The Brownfield Plan will go to Saline City Council on Monday, April 5th, and staff will notify the Board if any changes occur to the Plan after City Council. For example, some Council members have discussed limiting the “look-back” Site Demolition expenses, and/or limiting reimbursement of look-back expenses until after partial construction of the northern community building phase. Any of these conditions will have to be incorporated into the Reimbursement Agreement with the developer. After Brownfield Authority recommendation, the Plan will go to the Board of Commissioners in April and May for public hearing and adoption.

The Plan includes capture of State School taxes only for purposes of reimbursing Due Diligence activities (exempt from requiring an Act 381 Work Plan to be submitted), and LBRF contributions. A Work Plan is not proposed to be submitted to the State, as the remaining activities that might benefit from school tax reimbursement are only approximately $50,000, based on comparison of TIF tables.

3. Water Street LBRF Application, City of Ypsilanti – Action

Please see the LBRF application for PCB and Lead remediation funding on the Water Street Brownfield Redevelopment Site. The application is composed of the PCB component for $157,750, which will be supplemented by City of Ypsilanti contribution of $99,000, and Component 2, the Lead remediation for $823,500, to be supplemented by the City of Ypsilanti with $51,000. The total costs included in the application are $981,250.

The Water Street Project TIF Account currently has approximately $150,000 in funds, which have not been reimbursed, as no developer has incurred eligible costs for the funds. The City of Ypsilanti will be seeking to execute a Reimbursement Agreement to seek reimbursement of the current funds, based on significant historic brownfield expenses related to the site, overall.

The City of Ypsilanti was previously awarded $240,000 in LBRF funding for PCB remediation of the Border to Border trail segment within Water Street. Other LBRF awards have included $600,000 to the City of Ann Arbor Housing Commission for the White/State/Henry affordable housing redevelopment, and $538,000 to the City of Ann Arbor for the Leslie Science and Nature Center. The packet includes the current WCBRA LBRF Policy, adopted in August 2018. The City is eligible for a Grant, being a local unit of government. The LBRF application includes information pertaining to the extent the application meets the LBRF policy, including Smart Growth Principles, 2015 Housing and Affordability and Economic Equity Analysis, etc.

The current LBRF balance, after anticipated 2020 deposits from Packard Square, Jiffy/140 Buchanan, 1140 Broadway, and Zingerman’s is $1,633,000. Packard Square’ final LBRF capture will be for $380,184 in the summer of 2021, so future LBRF balance will be close to $2,000,000. The City of Ann Arbor still has approximately $65,000 in unreimbursed LBRF expenses from the Leslie Science Center award, which is not accounted for in that future balance. No other obligations on the LBRF fund are outstanding.

Staff recommends the Board discuss the application with the City in more detail. Should 100% of the request be awarded, it would obligate about half of the balance expected in 2021, which is significant. Staff suggests the Board consider approving the PCB remediation, and the investigation required to determine full extent of Lead remediation needed. Once a cost estimate for Lead is determined, a decision could be made for further support for Lead remediation.

4. 3515 Broad Street, Environmental Assessment Grant Application – Action

The Board previously awarded $7,300 for Phase I, ACM/Lead Survey for 8140 Main Street, the former DPW and Fire Station, for possible relocation of City offices. Those investigations are completed, and staff is not aware of how the results are impacting the City's decision to utilize the building. However, the City is now considering another property, 3515 Broad Street, and is seeking additional assessment grant funding for a Phase I and II investigations for $ 14,050, but staff will confirm this, as the application does not indicate total cost. The Phase II will consist of a geo-physical survey and 8 soil borings. Previous Phase I and Phase II investigations were conducted in 1998 and 1999.

Staff suggest the Board discuss with City representatives the option to pursue DCC funding for this alternate site they are considering for relocation of City offices.

5. 8715-8719 Whitmore Lake Road Env. Assessment Grant Application – Action

Please see the enclosed application for Due Care Plan funding for this site in Northfield Township. According to the March 23, 2021 cover letter, Mr. Muir purchased this property to expand his auto repair business in Whitmore Lake. Previous investigations are referenced, but links to the documents have not been provided. Staff requested the links, and will forward to the Board if/when provided.

The proposed Due Care Plan includes $5,200 in Subsurface Investigation, and $2,000 for the Due Care Plan, according to the May 2020 ASTI Cost Proposal. The ASTI representative has agreed to honor the 2020 cost proposal, via an email confirmation.

An ASTI representative will join the meeting to answer questions. Staff recommends further discussion on the site and proposed investigation, and previous investigations be reviewed prior to any decision.

6. City of Ann Arbor Leslie Science and Nature Center LBRF Agreement Amendment – Action

The City of Ann Arbor has approximately $65,000 in unreimbursed LBRF funds for investigation and remediation of the nature center. There are several remaining indoor air issues to resolve with EGLE, therefore more time is needed. The LBRF Grant Agreement with the City expires in April, and the Authority is authorized to grant extensions. The proposed draft Letter of Amendment to the Agreement is in the packet, which would extend the grant until the end of 2021, will be executed with the City upon authorization of the Authority.

7. Election of Officers – Action

According to the By-Laws, Officer elections are to be held the first meeting of the 2nd quarter of each year. The last elections for Chair, Vice-Chair, and Secretary/Treasurer were in January 2020. Currently, Trevor Woollatt is Chair (previously Vice-Chair), Matt Naud (Vice-Chair – Left the Board last year), and Allison Krueger (Secretary/Treasurer).

Nominations for each position are made, then votes on each nomination.

8. Adopted MEDC/MSF TIF Guidelines – Information Only

The MEDC/Michigan Strategic Fund adopted new Brownfield TIF MSF Program Guidelines. These guide the approval of Brownfield TIF projects seeking State School Tax Capture for reimbursement of Brownfield Eligible Activities. Staff was involved with multiple stakeholder meetings providing feedback on draft guidelines. The strongest feedback given was the approach the MEDC appears to be taking regarding approval of Brownfield TIF Plans at the local level: that they are somehow competitive seeking limited State funding, wherein that's not the case. Each Brownfield Plan approved at the local level will only utilize future tax revenue, created by virtue of the project, by the local communities. The County's position has been these projects should be given broad deference for State approval, in support of local economic development and brownfield revitalization efforts.

9. March 2021 Financial Report - Action

Please see the attached financial report, with recent Winter 2020 tax capture, ALL 2020 tax capture for each project (which is the basis for Administrative Fee calculations), and LBRF Transfers, and Developer Reimbursements.

Staff will discuss in more detail at the meeting, however, note the proposed Admin Fee Capture for all of 2020, which must not exceed $165,000, based on the 15 projects actively capturing TIF, pursuant to the limitations of Act 381. For small projects, and those where the annual Admin is small and fixed, those amounts will be captured. For larger projects, with more flexibility in Admin capture, they have been proportionally reduced equally by a factor of 0.5203 to arrive at $165,000 total. Please refer to the "Admin Fee Calculations" spreadsheet for detailed calculations.

It appears that we will have 16 projects capturing TIF in 2021, which will increase allowable Admin capture to **$192,500** ($175,000 + 10% more for being a regional Authority).

WASHTENAW COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

Rockwell Building Redevelopment Project

301 N. East Street
Chelsea, Michigan 48118

Washtenaw County Brownfield Redevelopment Authority
415 W. Michigan Avenue, 2nd Floor
Ypsilanti, Michigan 48197
Contact: Nathan Voght
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April 1, 2021

Concurrence by City of Chelsea DDA on ___________, 2021
Concurrence by the City of Chelsea on ___________, 2021
Approved by the Washtenaw County BRA on ___________, 2021
Adopted by the Washtenaw County Board of Commissioners on ___________, 2021

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ATTACHMENTS
Attachment A: Affidavit of Functional Obsolescence

1.0 PROJECT SUMMARY

Project Name:	Rockwell Building Redevelopment Project
Developer:	Chelsea Rockwell LLC
Property Location:	301 N. East Street Chelsea, Michigan 48118
Parcel Information:	06-06-12-111-007
Type of Eligible Property:	"Facility" and "Functionally Obsolete"
Project Description:	A redevelopment of 3-story, 43,752 square foot, vacant brick building located in downtown Chelsea. The building was constructed circa 1909 and operated as a stove manufacturing warehouse. The building and will be completely renovated to include 51 residential units. This is a rehabilitation project that will include new utilities, elevators, windows, doors, flooring, and roofing. Building concrete and masonry will also be repaired with new construction materials. Brownfield eligible activities include department specific activities including environmental due diligence activities, vapor mitigation system (VMS) and engineering controls, asbestos and lead activities, interior and selective exterior demolition, and preparation and implementation of a Brownfield Plan and Act 381 Work Plan.
Total Capital Investment:	Total capital investment is estimated at $9,177,179 of which $792,927 is proposed for Brownfield reimbursement to the Developer.
Estimated Job Creation/Retention:	This redevelopment will result in the creation of 3 to 5 full-time equivalent jobs and the creation/retention of at least 120 temporary construction related jobs.
Duration of Plan:	The duration of this Brownfield Plan is 14 years and includes nine years of an overall 10-year Commercial Rehabilitation Exemption (PA 210).

Total Captured Tax Increment Revenue: $1,073,515

Distribution of New Taxes Captured	
Developer Reimbursement	$792,927
Sub-Total Developer Reimbursement	***$792,927***
State Brownfield Revolving Fund	$85,588
BRA Plan Administrative Fees / Local Brownfield Revolving Fund (LBRF)	$195,000
Sub-Total Administrative Fees, Fund Deposits	***$280,588***
Grand Total	***$1,073,515***

2.0 INTRODUCTION AND PURPOSE

The Washtenaw County Brownfield Redevelopment Authority (the “Authority” or “BRA”) duly established by resolution of the Washtenaw County Board of Commissioners (the “County”), pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (“Act 381”), is authorized to exercise its powers within Washtenaw County, Michigan.

The Plan will allow the BRA to use tax increment revenues (TIR) to reimburse Chelsea Rockwell LLC (referred to as the “Developer”) for the costs of eligible activities required to redevelop the eligible property located at 301 N. East Street in the City of Chelsea, Michigan. The proposed redevelopment will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein.

3.0 ELIGIBLE PROPERTY INFORMATION

This Plan is presented to support the Developer in the redevelopment of the subject property situated in downtown Chelsea, Washtenaw County, Michigan (the "Property"). The location of the Property is depicted on Figure 1.

The Property is fully defined in the following table:

Eligible Property		
Address	**Tax ID**	**Basis of Eligibility**
301 N. East Street	06-06-12-111-007	"Facility" and "Functionally Obsolete"

The Property consists of a zero-lot line, 3-story, 43,752 square foot, vacant brick building situated on an 0.33-acre of land in downtown Chelsea. The Property is surrounded by residential houses, active commercial property, railroad lines, grass and parking lots. The Property is also located within the City of Chelsea's Downtown Development District, under the jurisdiction of the Downtown Development Authority (DDA). The boundary of the eligible property is depicted on Figure 2.

The legal description of the eligible property is:

M.D. L4339 P352 11/21/2003 UNIT 7 CHELSEA CLOCK TOWER SPLIT ON 11/24/2003 FROM ROCKWELL BUILDING
CITY OF CHELSEA, COUNTY OF WASHTENAW, MI
Parcel ID Number: 06-06-12-111-007

The Property is considered an "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) the property is a "facility" as defined in in Part 201 and Section 2(r) of Act 381; (c) the Property has been determined to be "functionally obsolete" as defined in Section 2(u) of Act 381.

4.0 PROPOSED REDEVELOPMENT

The project includes the redevelopment of the 3-story, 43,752 square foot building located on the Property. The building will be completely renovated into residential use and include 51 lofts (20 studios, 22 one bedroom, and 9 two bedroom).

This is a rehabilitation project that will include new utilities, elevators, windows, doors, flooring, and roofing. Building concrete and masonry will also be repaired with new construction materials. A vapor mitigation system (VMS) and engineering controls will also be installed for due care purposes.

The total anticipated investment into the development project is estimated at $9,177,179.

The City of Chelsea's Master Plan adopted in 2019 stated, "There is a need to provide for a different housing type that will attract young professionals and young families, while retaining empty nesters and the increasing elderly population. All of these demographic groups are seeking a more compact, attached type of housing product in the form of row houses, townhomes, duplexes, fourplexes, or low-rise apartments. These groups also desire a full array of amenities, such as walkability, parks and recreational opportunities, and proximity to areas with commercial and entertainment uses. Chelsea participated in a Target Market Analysis, completed in October 2015, which identified a number of target markets, or demographic groups, that might potentially move to Chelsea if the appropriate housing stock was available. Generally, the study identified the potential for these groups to absorb 250 to 675 new moderate to upscale housing units over the next five years." The Rockwell Building Redevelopment Project addresses the needs expressed in this report and very few units have been provided to meet the demand.

The project will provide new and desirable downtown living spaces, improved downtown appearance, and increased downtown retail traffic by virtue of new residents' occupancy.

The improvements to the Property will be permanent and significantly increase the Taxable Value of the Property. The Project would not be possible without financial support through Brownfield tax increment financing (TIF).

This redevelopment will result in the creation of 3 to 5 full-time equivalent jobs and the creation/retention of at least 120 temporary construction related jobs.

5.0 BROWNFIELD CONDITIONS

Historical records indicate the Property building was constructed circa 1909 and has been vacant or used for non-industrial applications by multiple owners since 1987. Originally the building was occupied by the Chelsea Stove & Manufacturing Company and onsite operations included pressing, assembly, polishing, plating, coating, and grinding of stove parts.

A Phase I Environmental Site Assessment (ESA) completed for the Property in 2017 identified the following recognized environmental conditions (RECs) in connection with the subject Property: the potential for unreported/undetected releases of hazardous substances and/or petroleum products to the subsurface during past industrial use; and the potential for migration of contaminants from former industrial sites adjoining the Property to the north and west.

Consequently, a Phase II ESA subsurface investigation was conducted on the Property in 2017. Three soil borings were advanced and four sub-slab soil gas sampling points were installed through the building foundation. Soil analytical results reported concentrations of trichloroethylene (TCE), arsenic, and copper above Part 201 Generic Residential Cleanup Criteria (GCC). Therefore, the Property meets the definition of a "facility" as defined by Section 20101 of PA 451, Part 201, as amended, and as defined in Section2(r) of Act 381.

Soil gas analytical results reported concentrations of TCE above the Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels. Therefore, the VIAP is potentially complete and indoor air conditions may be impacted.

In addition, asbestos containing materials (ACM) and lead-based paint are present within the building and will require abatement prior to commencement of demolition and renovation activities.

On March 17, 2021, the City of Chelsea Assessor inspected the building and determined the property was functionally obsolete. Specifically, the assessor concluded, "the property is unable to be used to adequately perform the functions for which it was intended due to a substantial loss in value resulting from factors such as, changed in technology, deficiencies in design or other similar factors that affect the property itself or the property's relationship with the other surrounding property." Refer to Attachment A, Affidavit of Functional Obsolescence.

6.0 BROWNFIELD PLAN

6.1 Description of Costs to Be Paid with Tax Increment Revenues and Summary of Eligible Activities

The Developer will be reimbursed with the new local and state taxes levied by the Project for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered "eligible activities" as defined by Section 2 of Act 381.

Brownfield eligible activities proposed by the Developer include Michigan Department of Environment, Great Lakes and Energy (EGLE) exempt and department specific activities, and Michigan Strategic Fund (MSF) asbestos and lead survey and abatement activities, demolition activities and preparation and implementation of the Brownfield Plan and Act 381 Work Plan. Should EGLE or MSF elect not to participate in this Project or declines to approve certain eligible activities for reimbursement with incremental state school taxes, the other taxing entities will contribute only that proportionate share of capture (the local taxes) and reimbursement that would be contributed if EGLE or MSF had approved capture of state school taxes.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and state tax revenues generated by the Property and captured by the BRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement").

It is the intent of the BRA to capture ten percent (10%) of the available TIR annually during the duration of this plan, in addition to the balance of the final year of developer reimbursement, plus one full year of tax capture (if necessary), totaling up to $195,000, as shown in Table 3, Tax Increment Revenue Reimbursement Allocation Table, and deposit those funds in the LBRF; however, at the sole discretion of the BRA, all or part of the incremental local TIR captured for the LBRF in any tax year may be used to pay the administrative and operational costs of the BRA incurred in that year. Due to the anticipated approval of a Public Act 210 Commercial Rehabilitation Act tax abatement, it is projected that minimal amounts of local taxes will be captured during Years 1 through 9, and that available TIR will come predominantly from school tax revenue. Pursuant to Act 381, school taxes may not be used to pay the administrative and operational costs of the BRA; therefore, any such funds will be deposited in to the LBRF.

The total cost of activities eligible for Developer reimbursement from tax increment revenues is projected to be $792,927. The eligible activities are summarized below:

EGLE Eligible Activities Costs	
EGLE Eligible Activities	**Cost**
Exempt Activities	
Phase I Environmental Site Assessment (ESA)	*$1,900*
Baseline Environmental Assessment (BEA)	*$2,900*
Due Care Investigation – Vapor Mitigation System – Feasibility Investigation	*$10,000*
Due Care Planning – Vapor Mitigation System - Design	*$7,500*
Pre-Development Plan for Compliance with Section 20107a	*$3,200*
Department Specific Activities	
Industrial Cleaning	*$22,500*
Vapor Mitigation System - Installation	*$85,200*
Vapor Mitigation System – Oversight & Testing	*$21,300*
Engineering Controls – Stormwater Management Controls	*$6,000*
Engineering Controls – Gaskets on Waterlines	*$3,500*
Soil Management – Transportation and Disposal (Non-Hazardous)	*$13,500*
Due Care – Soft Costs including Bidding, Contractor Procurement, Oversight	*$7,600*
Post-Development – Plan for Compliance with Section 20107a	*$5,000*
EGLE Eligible Activities Sub-Total	**$190,100**
Contingency (15%) *	**$23,940**
Brownfield Plan & Act 381 Work Plan Preparation	**$7,200**
Brownfield Plan& 381 Work Plan Implementation	**$800**
Interest (4%, simple) **	**$59,860**
EGLE Eligible Activities Total Cost	**$281,900**

MSF Eligible Activities	Cost
Asbestos and Lead Activities	
Asbestos and Lead - Abatement	*$250,000*
Asbestos and Lead – Abatement Oversight, Material Testing, Clearance Testing	*$15,000*
Asbestos Abatement – Soft Costs	*$13,250*
Asbestos and Lead Activities Sub-Total	**$278,250**
Demolition Activities	
Demolition – Building Interior and Selective Exterior	*$58,000*
Demolition - Soft Costs	*$2,900*
Demolition Activities Sub-Total	**$60,900**
MSF Eligible Activities Sub-Total	**$339,150**
Contingency (15%) *	**$50,872**
Brownfield Plan & Act 381 Work Plan Preparation	**$10,800**
Brownfield Plan & Act 381 Work Plan Implementation	**$1,200**
Interest (4%, simple) **	**$109,005**
MSF Eligible Activities Total Cost	**$511,027**

* Contingency calculation excludes costs for EGLE pre-approved (exempt) activities, Asbestos & Lead Survey activities, and Brownfield Plan and Act 381 Work Plan preparation and implementation.

** Interest is calculated annually at 4% simple interest on Developer eligible activities, except cost for Brownfield Plan preparation.

A detailed breakdown in eligible activities is provided in Table 1, Brownfield Eligible Activities.

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the BRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652).

The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item costs of eligible activities may be adjusted within Environmental eligible activities and Non-Environmental eligible activities after the date this Plan is adopted by the Washtenaw County Board of Commissioners.

6.2 Estimate of Captured Taxable Value, Tax Increment Revenues and Impact of Tax Increment Financing on Taxing Jurisdictions

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and state tax revenues generated by the Property and captured by the BRA.

The DDA has the authority to capture tax increment revenues, other than the State Education Tax and local or intermediate school district taxes, generated from the Property. However, it is anticipated that an Interlocal Agreement will be executed between the BRA and DDA, to allow 100% of the DDA's incremental revenue to be passed through the BRA and used for purposes identified in the Brownfield Plan.

The 2021 Taxable Value of the Property is $86,380 ($48,400 in Taxable Value for the land and $37,980 in Taxable Value for the building). This is the initial Taxable Value for this Plan.

The estimated new Taxable Value is $2,000,000 in 2023. The actual Taxable Value will be determined by the Assessor after the project is complete.

It is projected that the BRA will capture tax increment revenues from 2023 through 2037 to reimburse the Developer for eligible activity costs and fully fund remaining Administrative Fees and LBRF capture.

The following table presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the BRA under this Plan. These are estimations based on the residential and commercial components of the proposed redevelopment.

Projected Impact to Taxing Jurisdictions			
Taxing Unit	**New Taxes to Taxing Units**	**New Taxes Captured for SBRF Deposits and Developer Reimbursement**	**Total New Taxes**
SCHOOL OPERATING		$513,526	$513,526
STATE EDUCATION TAX (SET)		$171,175	$171,175
GENERAL FUND		$118,630	$118,630
STREETS		$12,922	$12,922
SOLID WASTE		$7,790	$7,790
DDA		$17,238	$17,238
COUNTY OPERATING		$46,548	$46,548
CHEL AREA FIRE		$25,278	$25,278
WISD		$59,977	$59,977
DISTRICT LIBRARY		$26,632	$26,632
WCC		$35,523	$35,523
CSD SINKING FUND		$9,660	$9,660
COUNTY PARKS		$4,973	$4,973
COUNTY NATL AREA		$2,463	$2,463
COUNTY EECS		$2,044	$2,044
COUNTY HCMA		$2,229	$2,229
COUNTY VET RELF		$1,027	$1,027
COUNTY ROADS		$5,296	$5,296
COUNTY MH&PS		$10,371	$10,371
COUNTY CONS DIST		$212	$212
CSD DEBT	$199,704		$199,704
Total	**$199,704 (15.69%)**	**$1,073,515 (84.31%)**	**1,273,219**

Impact to specific taxing jurisdictions is further presented in Table 2, Tax Increment Revenue Capture Estimates, and a schedule of tax increment revenue is presented in Table 3, Tax Increment Revenue Allocation Table.

The captured incremental Taxable Value and associated tax increment revenue will be based on the actual increased Taxable Value from all real and personal taxable improvements on the Property as determined by the City Assessor and the actual millage rates levied by the various taxing jurisdictions during each year of the plan. The actual tax increment captured will be based on Taxable Value set through the property assessment process by the local unit of government and the millage rates set each year by the taxing jurisdictions.

As previously stated, should EGLE or MSF elect not to participate in this Project or declines to approve certain eligible activities for reimbursement with incremental state school taxes, the other taxing entities will contribute only that proportionate share of capture (the local taxes) and reimbursement that would be contributed if EGLE or MSF had approved capture of state school taxes.

6.3 Method of Financing Plan Costs and Description of Advances by the Municipality

The Developer is ultimately responsible for financing the costs of its specific eligible activities included in this Plan. The BRA will not advance any funds to finance the Developer eligible activities described in this Plan. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the BRA to fund such reimbursements and provide the DDA with relevant information necessary to form and execute an Interlocal Agreement to forego capture to allow the BRA to utilize additional capture to assist with reimbursement for Eligible Activities in this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

6.4. Maximum Amount of Note or Bonded Indebtedness

Eligible activities are to be financed by the Developer. The BRA will not incur any note or bonded indebtedness to finance Brownfield eligible activities outlined in this Plan.

6.5 Duration of Brownfield Plan

The duration of this Plan is projected to be 14 years total tax capture after the first year of tax capture in 2023. The duration of the Plan includes TIR capture for reimbursement to the Developer, capture for BRA administrative fees, capture for deposits into the State

Brownfield Revolving Fund and one year of TIR capture for deposit into the BRA's LBRF. In the final year of Developer reimbursement, the BRA will capture tax increment revenues remaining after final Developer reimbursement and deposit remaining revenue into the LBRF. The BRA will then capture all available TIR in the following and last year of the Plan for deposit into the LBRF, up to a maximum total of $195,000.

In no event shall the duration of the Plan exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsections (4) and (5) of Section 13 of Act 381 or 30 years, except as authorized by those subsections or other provisions of Act 381. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan.

6.6 Legal Description, Property Map, Property Characteristics and Personal Property

The legal description of the eligible property is:

M.D. L4339 P352 11/21/2003 UNIT 7 CHELSEA CLOCK TOWER SPLIT ON 11/24/2003 FROM ROCKWELL BUILDING
CITY OF CHELSEA, COUNTY OF WASHTENAW, MI
Parcel ID Number: 06-06-12-111-007

The general Property location and characteristics are described in Section 3.0 and depicted on Figures 1 and 2.

The subject Property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer or occupants.

6.7 Estimates of Residents and Displacement of Families

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development.

6.8 Plan for Relocation of Displaced Persons

No persons will be displaced as a result of this development. Therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

6.9 Provisions for Relocation Costs

No persons will be displaced as result of this development, and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Plan.

6.10 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Plan.

6.11 Description of the Proposed Use of Local Brownfield Revolving Fund

LBRF monies will not be used to finance or reimburse eligible activities incurred by the Developer as described in this Plan.

6.12 Other Material that the Authority or Governing Body Considers Pertinent

In addition to the 10-year tax abatement outlined herein, the Developer is pursuing additional financial support through an EGLE Renew Michigan Grant (EGLE Grant) and the Michigan Economic Development Corporation (MEDC), Community Revitalization Program (CRP).

The EGLE Grant is intended to offset certain EGLE eligible activities proposed within this Brownfield Plan. Therefore, if awarded, the EGLE Grant will directly reduce the amount to be reimbursed to the Developer through Brownfield TIR. Eligible activities which are reimbursed through the EGLE Grant will not be requested for reimbursement through Brownfield TIR. Eligible activity expenditures under the EGLE Grant and Brownfield TIR may be monitored by EGLE to ensure reimbursements are not duplicated between the EGLE Grant and Brownfield TIR.

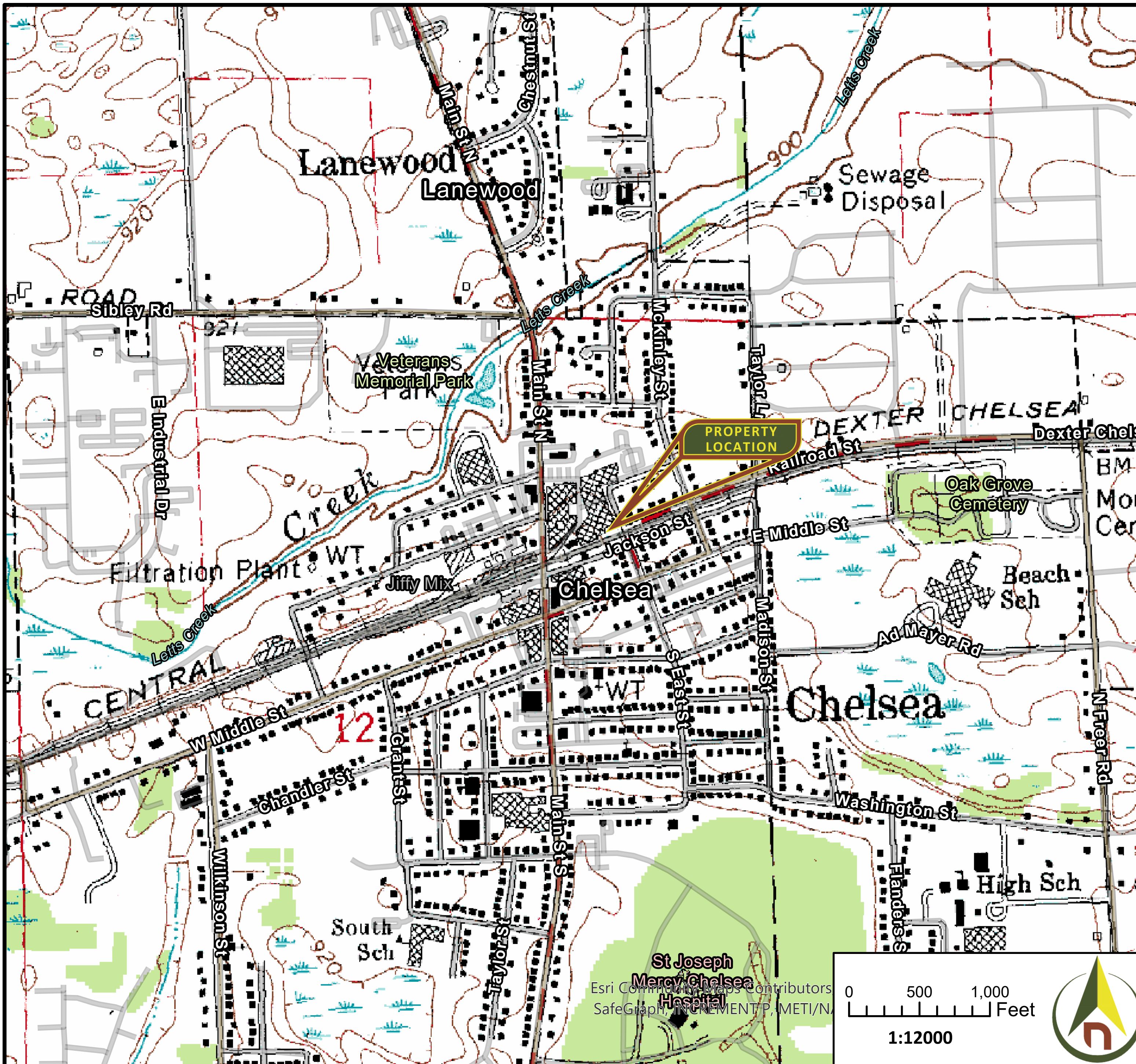
The Authority and the City, as the governing body, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project or subject property described herein.

FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Boundary Map

Figure 3: Soil and Soil Gas Exceedances



TRI TERRA

FIGURE 1 PROPERTY LOCATION

301 N. EAST STREET
CHELSEA, MICHIGAN 48118

WASHTENAW COUNTY
T2S, R3E, SECTION 12

PROJECT NUMBER 21-2662

TRITERRA

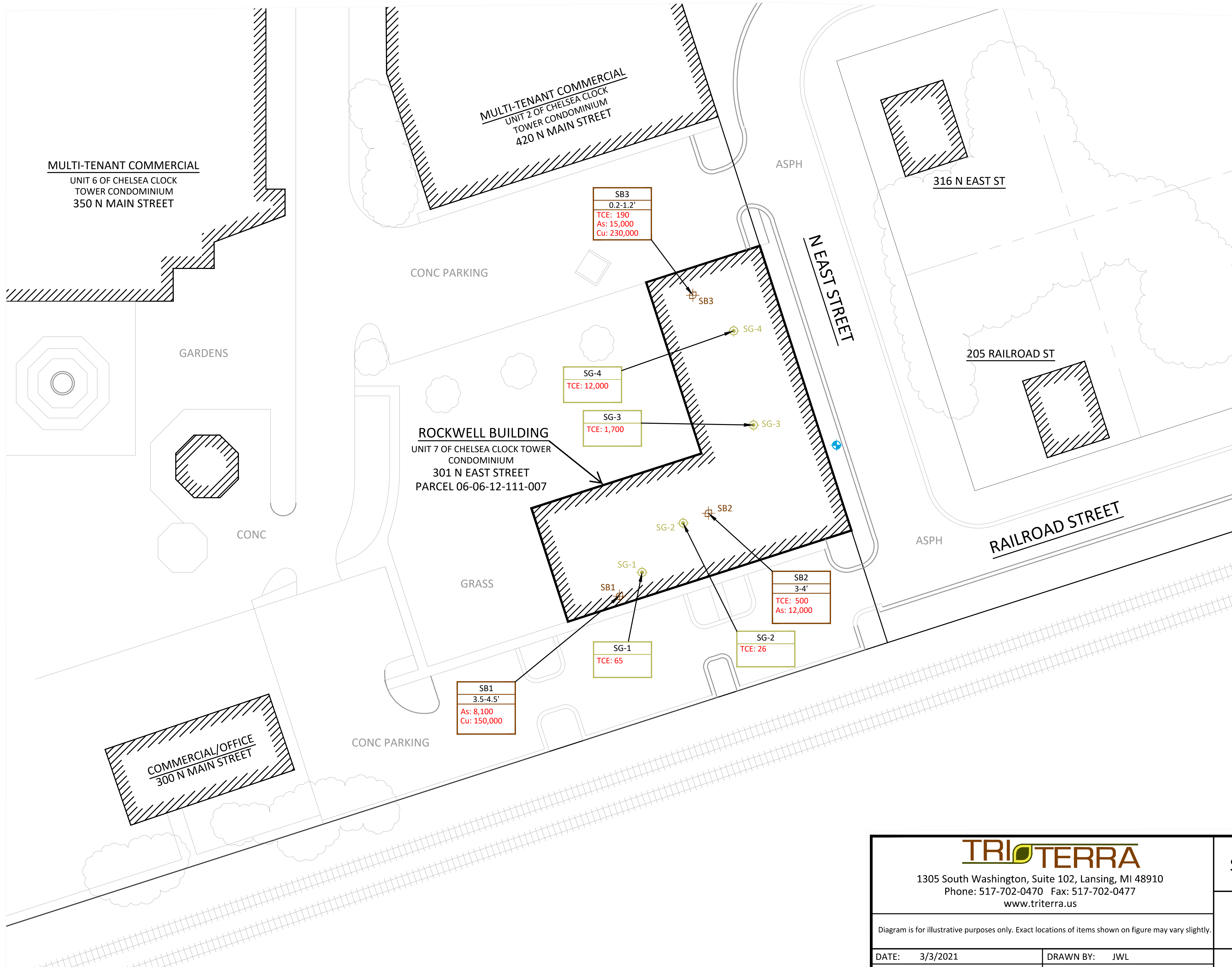
FIGURE 2

ELIGIBLE PROPERTY BOUNDARY MAP

PROJECT NUMBER: 21-2662

301 N. EAST STREET
CHELSEA, MICHIGAN 48118

DIAGRAM CREATED BY: AL   DATE: 03/04/2021



0 50 100

GRAPHIC SCALE
1" = 50'

SYMBOLS LEGEND

SB1 2017 SOIL BORING LOCATION

SG-3 2017 SOIL GAS SAMPLE LOCATION

MONITORING WELL LOCATION

CONSTITUENTS LEGEND

VOLATILES (VOCs)
TCE: Trichloroethylene

INORGANICS, METALS
As: Arsenic
Cu: Copper

NOTES

1. Soil concentrations are in µg per kg (ppb).
2. Soil gas concentrations are in µg per m^3 (ppb).
3. All exceedances are highlighted in red.

TRI TERRA

1305 South Washington, Suite 102, Lansing, MI 48910
Phone: 517-702-0470 Fax: 517-702-0477
www.triterra.us

Diagram is for illustrative purposes only. Exact locations of items shown on figure may vary slightly.

SOIL AND SOIL GAS EXCEEDANCES

301 N. EAST STREET
CHELSEA, MICHIGAN 48118

DATE:	3/3/2021	DRAWN BY:	JWL
DATE:	3/3/2021	REVISED BY:	JWL

PROJECT NUMBER: 21-2662 FIGURE 3

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

Table 1
Brownfield Eligible Activities
301 N. East Street
Chelsea, Michigan

					REIMBURSEMENT ALLOCATION		
ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT TYPE	UNIT RATE	ESTIMATED TOTAL COST	EGLE ACTIVITIES	MSF ACTIVITIES	LOCAL-ONLY ACTIVITIES
EGLE ELIGIBLE ACTIVITIES							
Exempt Activities							
Phase I Environmental Site Assessments	1	EA	$ 1,900	$ 1,900	$ 1,900		
Baseline Environmental Assessments	1	EA	$ 2,900	$ 2,900	$ 2,900		
Due Care Investigation - Vapor Mitigation System - Feasibility Investigation	1	EA	$ 10,000	$ 10,000	$ 10,000		
Due Care Planning - Vapor Mitigation System - Design	1	EA	$ 7,500	$ 7,500	$ 7,500		
Pre-Development Plan for Compliance with Section 2017a	1	EA	$ 3,200	$ 3,200	$ 3,200		
Department Specific Activities					$ -		
Industrial Cleaning	1	EA	$ 22,500	$ 22,500	$ 22,500		
Vapor Mitigation System - Installation	14,200	SF	$ 6.00	$ 85,200	$ 85,200		
Vapor Mitigation System - Oversight & Testing	14,200	SF	$ 1.50	$ 21,300	$ 21,300		
Engineering Controls - Stormwater Management Controls	1	EA	$ 6,000	$ 6,000	$ 6,000		
Engineering Controls - Gaskets on Waterlines	1	EA	$ 3,500	$ 3,500	$ 3,500		
Soil Management - Transportation and Disposal (Non-Hazardous)	300	TN	$ 45	$ 13,500	$ 13,500		
Due Care - Soft Costs including Bidding, Contractor Procurement, Oversight	1	EA	$ 7,600	$ 7,600	$ 7,600		
Post-Development - Plan for Compliance with Section 20107a	1	EA	$ 5,000	$ 5,000	$ 5,000		
EGLE ELIGIBLE ACTIVITIES SUB-TOTAL				**$ 190,100**	**$ 190,100**	**$ -**	**$ -**
MSF ELIGIBLE ACTIVITIES							
Asbestos and Lead Activities							
Asbestos and Lead - Abatement	1	EA	$ 250,000	$ 250,000		$ 250,000	
Asbestos and Lead - Abatement Oversight, Material Testing, Clearance Testing	1	EA	$ 15,000	$ 15,000		$ 15,000	
Asbestos Abatement - Soft Costs	1	EA	$ 13,250	$ 13,250		$ 13,250	
Subtotal Asbestos and Lead Activities				***$ 278,250***		***$ 278,250***	**$ -**
Demolition							
Demolition - Building Interior and Selective Exterior	1	EA	$ 58,000	$ 58,000		$ 58,000	
Demolition - Soft Costs	1	EA	$ 2,900	$ 2,900		$ 2,900	
Subtotal Demolition Activities				***$ 60,900***	**$ -**	***$ 60,900***	**$ -**
MSF ELIGIBLE ACTIVITIES SUB-TOTAL				**$ 339,150**	**$ -**	**$ 339,150**	**$ -**
MSF AND EGLE ELIGIBLE ACTIVITIES SUB-TOTAL				**$ 529,250**	**$ 190,100**	**$ 339,150**	**$ -**
Contingency (15%)	1	EA	$ 74,812	$ 74,812	$ 23,940	$ 50,872	$ -
Brownfield Plan & Act 381 Work Plan Preparation	1	EA	$ 18,000	$ 18,000	$ 7,200	$ 10,800	
Brownfield Plan & Act 381 Work Plan Implementation	1	EA	$ 2,000	$ 2,000	$ 800	$ 1,200	
Interest (4%, simple)				$ 168,865	$ 59,860	$ 109,005	
TOTAL ELIGIBLE COST FOR REIMBURSEMENT				**$ 792,927**	**$ 281,900**	**$ 511,027**	**$ -**
State Brownfield Revolving Fund				$ 85,588			
BRA Administrative Fees / Local Brownfield Revolving Fund (LBRF)				$ 195,000			
GRAND TOTAL				**$ 1,073,515**			
					35.55%	*64.45%*	*0.00%*

NOTES:
These costs and revenue projections should be considered approximate estimates based on expected conditions and available information.
It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.
Costs for Phase I ESA, Asbestos Survey, Brownfield Plan and Act 381 Work Plan Preparation and Implementation are excluded from contingency calculation.

Table 2
Tax Increment Revenue Capture Estimates
301 N. East Street
Chelsea, Michigan

Estimated Taxable Value (TV) Increase Rate: 1% per year

			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
Plan Year			1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Base Taxable Value (TV) of Land			$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	$ 48,400	
Base Taxable Value (TV) of Building			$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	$ 37,980	
Estimated New TV for Land			$ 48,884	$ 49,373	$ 49,867	$ 50,365	$ 50,869	$ 51,378	$ 51,891	$ 52,410	$ 52,934	$ 53,464	$ 53,998	$ 54,538	$ 55,084	$ 55,635	
Estimated New TV for Building			$ 1,951,116	$ 1,970,627	$ 1,990,333	$ 2,010,237	$ 2,030,339	$ 2,050,643	$ 2,071,149	$ 2,091,860	$ 2,112,779	$ 2,133,907	$ 2,155,246	$ 2,176,798	$ 2,198,566	$ 2,220,552	
Incremental Difference for Land (New TV - Base TV)			$ 484	$ 973	$ 1,467	$ 1,965	$ 2,469	$ 2,978	$ 3,491	$ 4,010	$ 4,534	$ 5,064	$ 5,598	$ 6,138	$ 6,684	$ 7,235	
Incremental Difference for Building (New TV - Base TV)			$ 1,913,136	$ 1,932,647	$ 1,952,353	$ 1,972,257	$ 1,992,359	$ 2,012,663	$ 2,033,169	$ 2,053,880	$ 2,074,799	$ 2,095,927	$ 2,117,266	$ 2,138,818	$ 2,160,586	$ 2,182,572	
Total Incremental Difference			$ 1,913,620	$ 1,933,620	$ 1,953,820	$ 1,974,222	$ 1,994,828	$ 2,015,640	$ 2,036,660	$ 2,057,891	$ 2,079,333	$ 2,100,991	$ 2,122,864	$ 2,144,957	$ 2,167,270	$ 2,033,496	
School Capture	**Millage Rate**																**Total New Taxes**
School Operating	18.00000		$ 34,445	$ 34,805	$ 35,169	$ 35,536	$ 35,907	$ 36,282	$ 36,660	$ 37,042	$ 37,428	$ 37,818	$ 38,212	$ 38,609	$ 39,011	$ 36,603	$ 513,526
State Education Tax (SET)	6.00000		$ 11,482	$ 11,602	$ 11,723	$ 11,845	$ 11,969	$ 12,094	$ 12,220	$ 12,347	$ 12,476	$ 12,606	$ 12,737	$ 12,870	$ 13,004	$ 12,201	$ 171,175
School Total:	24.00000	*39.53%*	**$ 45,927**	**$ 46,407**	**$ 46,892**	**$ 47,381**	**$ 47,876**	**$ 48,375**	**$ 48,880**	**$ 49,389**	**$ 49,904**	**$ 50,424**	**$ 50,949**	**$ 51,479**	**$ 52,014**	**$ 48,804**	$ 684,701
Local Capture	**Millage Rate**																
GENERAL FUND	11.20000		$ 5	$ 11	$ 16	$ 22	$ 28	$ 33	$ 39	$ 45	$ 51	$ 23,531	$ 23,776	$ 24,024	$ 24,273	$ 22,775	$ 118,630
STREETS	1.22000		$ 1	$ 1	$ 2	$ 2	$ 3	$ 4	$ 4	$ 5	$ 6	$ 2,563	$ 2,590	$ 2,617	$ 2,644	$ 2,481	$ 12,922
SOLID WASTE	0.73550		$ 0	$ 1	$ 1	$ 1	$ 2	$ 2	$ 3	$ 3	$ 3	$ 1,545	$ 1,561	$ 1,578	$ 1,594	$ 1,496	$ 7,790
DDA	1.62750		$ 1	$ 2	$ 2	$ 3	$ 4	$ 5	$ 6	$ 7	$ 7	$ 3,419	$ 3,455	$ 3,491	$ 3,527	$ 3,310	$ 17,238
COUNTY OPERATING	4.39470		$ 2	$ 4	$ 6	$ 9	$ 11	$ 13	$ 15	$ 18	$ 20	$ 9,233	$ 9,329	$ 9,426	$ 9,525	$ 8,937	$ 46,548
CHEL AREA FIRE	2.38650		$ 1	$ 2	$ 3	$ 5	$ 6	$ 7	$ 8	$ 10	$ 11	$ 5,014	$ 5,066	$ 5,119	$ 5,172	$ 4,853	$ 25,278
WISD	5.66250		$ 3	$ 6	$ 8	$ 11	$ 14	$ 17	$ 20	$ 23	$ 26	$ 11,897	$ 12,021	$ 12,146	$ 12,272	$ 11,515	$ 59,977
DISTRICT LIBRARY	2.51440		$ 1	$ 2	$ 4	$ 5	$ 6	$ 7	$ 9	$ 10	$ 11	$ 5,283	$ 5,338	$ 5,393	$ 5,449	$ 5,113	$ 26,632
WCC	3.35380		$ 2	$ 3	$ 5	$ 7	$ 8	$ 10	$ 12	$ 13	$ 15	$ 7,046	$ 7,120	$ 7,194	$ 7,269	$ 6,820	$ 35,523
CSD SINKING FUND	0.91200		$ 0	$ 1	$ 1	$ 2	$ 2	$ 3	$ 3	$ 4	$ 4	$ 1,916	$ 1,936	$ 1,956	$ 1,977	$ 1,855	$ 9,660
COUNTY PARKS	0.46950		$ 0	$ 0	$ 1	$ 1	$ 1	$ 1	$ 2	$ 2	$ 2	$ 986	$ 997	$ 1,007	$ 1,018	$ 955	$ 4,973
COUNTY NATL AREA	0.23250		$ 0	$ 0	$ 0	$ 0	$ 1	$ 1	$ 1	$ 1	$ 1	$ 488	$ 494	$ 499	$ 504	$ 473	$ 2,463
COUNTY EECS	0.1930		$ 0	$ 0	$ 0	$ 0	$ 0	$ 1	$ 1	$ 1	$ 1	$ 405	$ 410	$ 414	$ 418	$ 392	$ 2,044
COUNTY HCMA	0.2104		$ 0	$ 0	$ 0	$ 0	$ 1	$ 1	$ 1	$ 1	$ 1	$ 442	$ 447	$ 451	$ 456	$ 428	$ 2,229
COUNTY VET RELF	0.0970		$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 204	$ 206	$ 208	$ 210	$ 197	$ 1,027
COUNTY ROADS	0.5000		$ 0	$ 0	$ 1	$ 1	$ 1	$ 1	$ 2	$ 2	$ 2	$ 1,050	$ 1,061	$ 1,072	$ 1,084	$ 1,017	$ 5,296
COUNTY MH&PS	0.9791		$ 0	$ 1	$ 1	$ 2	$ 2	$ 3	$ 3	$ 4	$ 4	$ 2,057	$ 2,078	$ 2,100	$ 2,122	$ 1,991	$ 10,371
COUNTY CONS DIST	0.0200		$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 42	$ 42	$ 43	$ 43	$ 41	$ 212
Local Total:	36.70840	*60.47%*	**$ 18**	**$ 36**	**$ 54**	**$ 72**	**$ 91**	**$ 109**	**$ 128**	**$ 147**	**$ 166**	**$ 77,124**	**$ 77,927**	**$ 78,738**	**$ 79,557**	**$ 74,646**	$ 388,813
Total Capturable Taxes:	**60.70840**	*100.00%*	**$ 45,945**	**$ 46,443**	**$ 46,946**	**$ 47,453**	**$ 47,967**	**$ 48,485**	**$ 49,008**	**$ 49,537**	**$ 50,070**	**$ 127,548**	**$ 128,876**	**$ 130,217**	**$ 131,571**	**$ 123,450**	**$ 1,073,515**
Non-Capturable Millages	**Millage Rate**																
CSD DEBT	7.00000		$ 13,395	$ 13,535	$ 13,677	$ 13,820	$ 13,964	$ 14,109	$ 14,257	$ 14,405	$ 14,555	$ 14,707	$ 14,860	$ 15,015	$ 15,171	$ 14,234	$ 199,704
Total Non-Capturable Taxes:	**7.00000**		**$ 13,395**	**$ 13,535**	**$ 13,677**	**$ 13,820**	**$ 13,964**	**$ 14,109**	**$ 14,257**	**$ 14,405**	**$ 14,555**	**$ 14,707**	**$ 14,860**	**$ 15,015**	**$ 15,171**	**$ 14,234**	**$ 199,704**
																	$ 1,273,219

Notes:

= PA 210 Commercial Rehabilitation Abatement 2022 - 2031

Table 3
Tax Increment Revenue Reimbursement Allocation Table
301 N. East Street
Chelsea, Michigan

Developer Projected Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	62.9%	$ 499,136	$ -	**$ 499,136**
Local	37.1%	$ 293,791	$ -	**$ 293,791**
TOTAL		**$ 792,927**	**$ -**	**$ 792,927**
EGLE	35.6%	$ 281,900		
MSF	64.4%	$ 511,027		

Estimated Total Years of Plan:	**14**

Administrative Fees & Revolving Funds*	
State Brownfield Revolving Fund	$ 85,588
BRA Administrative Fees	$ -
Local Brownfield Revolving Fund	$ 195,000

* During the life of the Plan

	Beginning Balance	2023 1	2024 2	2025 3	2026 4	2027 5	2028 6	2029 7	2030 8
Available Tax Increment Revenue (TIR)									
Total State Tax Capture Available		45,927	46,407	46,892	47,381	47,876	48,375	48,880	49,389
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)		5,741	5,801	5,861	5,923	5,984	6,047	6,110	6,174
State TIR Available for Reimbursement to Developer		40,186	40,606	41,030	41,459	41,891	42,328	42,770	43,216
Total Local Tax Capture Available		18	36	54	72	91	109	128	147
Capture for BRA Administrative Fees (0% of total capturable taxes; before capture for SBRF)*		-	-	-	-	-	-	-	-
Local TIR Available for Reimbursement to Developer		18	36	54	72	91	109	128	147
Total State & Local TIR Available for Reimbursement to Developer		40,204	40,642	41,084	41,531	41,982	42,438	42,898	43,363
DEVELOPER	$ 792,927	**757,318**	**721,320**	**684,931**	**648,145**	**610,960**	**573,371**	**535,373**	**496,964**
MSF Eligible Activities	$ 511,027	488,077	464,878	441,425	417,718	393,752	369,527	345,038	320,284
State Tax Reimbursement	$ 321,684	22,939	23,179	23,421	23,666	23,913	24,162	24,414	24,669
Local Tax Reimbursement	$ 189,343	10	21	31	42	53	63	74	85
EGLE Eligible Activities	$ 281,900	269,240	256,443	243,505	230,427	217,207	203,844	190,335	176,680
State Tax Reimbursement	$ 177,452	12,654	12,786	12,920	13,055	13,191	13,329	13,468	13,608
Local Tax Reimbursement	$ 104,448	6	11	17	23	29	35	41	47
LOCAL-ONLY Activities	$ -	-	-	-	-	-	-	-	-
Local-Only Tax Reimbursement	$ -	-	-	-	-	-	-	-	-
TOTAL ANNUAL DEVELOPER REIMBURSEMENT		**35,609**	**35,997**	**36,390**	**36,785**	**37,185**	**37,589**	**37,997**	**38,409**
LOCAL BROWNFIELD REVOLVING FUND (LBRF)									
State (10%/100%)*		4,593	4,641	4,689	4,738	4,788	4,838	4,888	4,939
Local (10%/100%)*		2	4	5	7	9	11	13	15
Total LBRF Capture		**4,594**	**4,644**	**4,695**	**4,745**	**4,797**	**4,848**	**4,901**	**4,954**

	2031 9	2032 10	2033 11	2034 12	2035 13	2036 14	2037 15	TOTALS
Available Tax Increment Revenue (TIR)								
Total State Tax Capture Available	49,904	50,424	50,949	51,479	52,014	48,804	-	
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	6,238	6,303	6,369	6,435	6,502	6,100	-	**$ 85,588**
State TIR Available for Reimbursement to Developer	43,666	44,121	44,580	45,044	45,513	42,703	-	
Total Local Tax Capture Available	166	77,124	77,927	78,738	79,557	74,646	-	
Capture for BRA Administrative Fees (0% of total capturable taxes; before capture for SBRF)*	-	-	-	-	-	-	-	**$ -**
Local TIR Available for Reimbursement to Developer	166	77,124	77,927	78,738	79,557	74,646	-	
Total State & Local TIR Available for Reimbursement to Developer	43,832	121,245	122,507	123,782	125,070	117,350	-	**85,588**
DEVELOPER	**458,139**	**349,649**	**240,029**	**129,269**	**17,356**	**-**	**-**	
MSF Eligible Activities	295,262	225,342	154,694	83,311	11,186	(0)	(0)	
State Tax Reimbursement	24,926	25,185	25,448	25,712	25,980	4,070	-	**$ 321,684**
Local Tax Reimbursement	97	44,735	45,200	45,671	46,146	7,115	-	**$ 189,343**
EGLE Eligible Activities	162,877	124,306	85,335	45,957	6,170	(0)	(0)	
State Tax Reimbursement	13,750	13,893	14,038	14,184	14,331	2,245	-	**$ 177,452**
Local Tax Reimbursement	53	24,677	24,934	25,193	25,456	3,925	-	**$ 104,448**
LOCAL-ONLY Activities	-	-	-	-	-	-	-	
Local-Only Tax Reimbursement	-	-	-	-	-	-	-	**$ -**
TOTAL ANNUAL DEVELOPER REIMBURSEMENT	**38,825**	**108,490**	**109,620**	**110,760**	**111,913**	**17,356**	**-**	**$ 792,927**
LOCAL BROWNFIELD REVOLVING FUND (LBRF)								
State (10%/100%)*	4,990	5,042	5,095	5,148	5,201	36,388	-	**$ 99,977**
Local (10%/100%)*	17	7,712	7,793	7,874	7,956	63,606	-	**$ 95,023**
Total LBRF Capture	**5,007**	**12,755**	**12,888**	**13,022**	**13,157**	**99,994**	**-**	**$ 195,000**
								$ 1,073,515

Developer Reimbursement Complete

Notes:

* It is the intent of the BRA to capture ten percent (10%) of the available Tax Increment Revenue (TIR) annually during the duration of this plan, in addition to the balance of the final year of developer reimbursement, plus one full year of tax capture (if necessary), up to a total of $195,000, and deposit those funds in the LBRF; however, at the sole discretion of the BRA, all or part of the incremental local TIR captured for the LBRF in any tax year may be used to pay the administrative and operational costs of the BRA incurred in that year. Pursuant to Act 381, school taxes may not be used to pay the administrative and operational costs of the BRA; therefore, any such funds will be deposited in to the LBRF.

ATTACHMENTS

Attachment A: Affidavit of Functional Obsolescence

AFFIDAVIT OF CITY OFCHELSEA ASSESSOR

I, Tracy Hayley, being duly sworn, states that if called upon will testify to the following facts:

1. I am employed by the City of Chelsea as the City Assessor.
2. I am a certified Michigan Advance Assessing Officer (3).
3. I am familiar with the property known as the Rockwell Building located at 301 N East St, in the City of Chelsea. Parcel ID number, 06-06-12-111-007.
4. This affidavit is given in accordance with MCL 125.2663(1) (h) and is made to confirm this property qualifies as 'Functionally Obsolete Property' as that term is defined under MCL 125.2652(r). The following facts, without limitation, form the basis for my expert opinion:
5. The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as , changes in technology, deficiencies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

6928

Tracy L Hayley, City Assessor

Subscribed and sworn to before me by Tracy Hayley on March 17, 2021.

ROBIN L MOORE
Notary Public - Michigan
Wayne County
My Commission Expires May 29, 2021
Acting in the County of Wayne

Robin Moore Notary Public
Wayne County, Michigan
Commission Expires: May 29, 2021

Prepared by:
Tracy Hayley (R-6928)
City Assessor
305 S. Main St Ste 100
Chelsea, MI 48118
(734 475 1771 x 213

INTERLOCAL AGREEMENT TO USE LOCAL TAX INCREMENT REVENUES FOR THE ROCKWELL BUILDING BROWNFIELD REDEVELOPMENT PROJECT

WHEREAS, the Urban Cooperation Act, PA7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the City of Chelsea's Downtown Development Authority (DDA) was duly established pursuant to PA 381 of 1980, as amended (Act 450); and

WHEREAS, the Washtenaw County Brownfield Redevelopment Authority (WCBRA) was duly established pursuant to PA 381, 1996, as amended (Act 381); and

WHEREAS, the WCBRA and DDA are considered a "public agency" under Act 7; and--

WHEREAS, the WCBRA has the authority to pay for "eligible activities" and capture tax increment revenues generated by the levy of certain taxes via approved brownfield plans pursuant to and as described in Act 381; and

WHEREAS, the DDA has the authority to pay for certain eligible activities and capture tax increment revenues generated by the levy of certain taxes on the property pursuant to the DDA Plan; and

WHEREAS, the DDA has entered in to this Agreement based on the representation by the developer of the Rockwell Building Brownfield Redevelopment Project Brownfield Plan that the improvements to be made on the property will result in a taxable value for the property of an estimated approximately $2,000,000 at completion (the Property Taxable Value); and

WHEREAS, the DDA and the WCBRA enter into this Interlocal Agreement to transfer 100% of the DDA tax increment revenues to the WCBRA to reimburse the Act 381 "eligible activities" pursuant to the Rockwell Building Brownfield Redevelopment Project Brownfield Plan (Plan)including 301 N. East Street, City of Chelsea, MI 48118; and

THEREFORE, the DDA and WCBRA agree as follows:

1. **<u>Transfer and Use of Tax Increment Revenues</u>**. Only upon affirmative vote by the City of Chelsea (City), WCBRA and the Washtenaw County Board of Commissioners (BOC) adopting the Plan, shall the tax increment revenues captured by the DDA be transferred to the WCBRA to reimburse actual approved eligible activities.

2. **<u>Limitation on Duration of Transfer</u>**. The time period during which the TIF Annual Tax Increment Revenues shall be transferred to the WCBRA for the purposes stated in Paragraph 1 shall not exceed the shorter of the following: 1) reimbursement of all

eligible costs, cumulatively not to exceed developer reimbursement of $792,927 and $281,057 for Brownfield Authority Administrative Expenses and Local Brownfield Revolving Fund deposit, and State Brownfield Revolving Fund or 2) 20 years, with the first year of the 20 years being the first year of TIF capture.

3. **Limitation to Tax Increment Revenues from Eligible Property.** The DDA shall only transfer to the WCBRA the Tax Increment Revenues generated by the eligible property to reimburse for approved actual eligible activity costs identified in the approved Plan and authorized by Act 381. Upon conclusion or dissolution of the brownfield plan, all Tax Increment Revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Plan.

4. **WCBRA as Agent under This Agreement.** The parties designate the WCBRA as the agent to receive and disburse all tax increment revenues generated by the eligible properties until such time all obligations of the approved Plan and Reimbursement Agreement between the developer and WCBRA have been satisfied.

5. **WCBRA as Agent under Reimbursement Agreements.** The parties agree to designate the WCBRA as agent to develop and enforce the terms of any Reimbursement Agreement executed with outside parties pursuant to the approved Plan.

6. **Effective Date.** The Agreement shall commence upon its approval by the legislative bodies of the DDA and WCBRA and duly executed by their authorized representatives and filed with the Washtenaw County Clerk and Secretary of State of the State of Michigan as required by Act 7.

7. **Severability.** To the extent that any provisions contained in this Agreement is deemed enforceable, to the extent possible, the remaining terms shall remain in effect.

The DDA and WCBRA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page:

This agreement was approved by the City of Chelsea Downtown Development Authority. The Chairman and Secretary were authorized to sign this Agreement on the ____ day of November, 2021 and was executed by the Chairman and Secretary on the _____ day of ___________, 2021.

Witnesses

CITY OF CHELSEA DOWNTOWN DEVELOPMENT AUTHORITY

____

____
Chair, Tim Merkel

____

____
Secretary, William O'Reilly

Subscribed and sworn before me on this _____ day of ___________, 2021.

____
Notary Public, Washtenaw County
My commission expires:________________________

This agreement was approved by the Washtenaw County Brownfield Redevelopment Authority. The Chairman was authorized to sign this Agreement on the ____ day of ___________, 2021 and was executed by the Chairperson on the _____ day of ___________, 2021.

Witnesses

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

____

____
Chair, Trevor Woollatt

Subscribed and sworn before me on this _____ day of ___________, 2021.

____
Notary Public, Washtenaw County
My commission expires:________________________

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN FOR THE MAPLE OAKS AND MAPLE OAKS NORTH REDEVELOPMENT PROJECT 600 NORTH MAPLE ROAD SALINE, MI

PREPARED BY

Washtenaw County Brownfield Redevelopment Authority (WCBRA)
415 W. Michigan Avenue
Ypsilanti, MI 48197
Contact Person: Nathan Voght
Email: voghtn@ewashtenaw.org
Phone: 734-544-3055

Jamieson Development Consulting
Contact Person: Anne Jamieson-Urena
Email: anne@jamiesondevelopm.com
Phone: (248)762-8701

City of Saline Approval date:
WCBRA Approval date:
WCBOC Approval date:

March 30, 2021

BROWNFIELD PLAN FOR THE
MAPLE OAKS AND MAPLE OAKS NORTH REDEVELOPMENT PROJECT

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I. INTRODUCTION

The County of Washtenaw, Michigan (the "County"), established the Washtenaw County Brownfield Redevelopment Authority (the "Authority") on May 27, 1999, pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain "Brownfield" properties within the County. Inclusion of Eligible Property within this Brownfield Plan will facilitate financing of environmental due care response and other eligible activities and will also provide a redevelopment tool for the developer, who is investing in a site commonly known as a "Brownfield." By facilitating redevelopment of the Brownfield Property, this Brownfield Plan is intended to promote economic growth for the benefit of the residents of the County and all taxing units located within and benefited by the Authority.

The identification or designation of a developer(s) or proposed use(s) for the Eligible Property that is the subject of this Brownfield Plan shall not be integral to the effectiveness or validity of this Brownfield Plan. This Brownfield Plan is intended to apply to the Eligible Property identified in this Brownfield Plan and, if tax increment revenues are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer(s) or proposed use(s) of the Eligible Property shall not necessitate an amendment to this Brownfield Plan, affect the application of this Brownfield Plan to the Eligible Property, or impair the rights available to the Authority under this Brownfield Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan describes the project to be completed and contains information required by Section 13(2) of Act 381.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (2)(h)) and the Project
Three Oaks Communities (www.threeoakscommunities.com) is the project developer ("Developer") of the Property. The Property is comprised of one undeveloped parcel (Parcel 18-12-31-210-017) located off North Maple Road, herein described as the north parcel, and multiple additional southern parcels which were split from a parent parcel previously identified as Parcel 18-12-31-325-038 and a smaller parcel previously identified as Parcel 12-21-325-023, to accommodate the development (see attachment A). Attachment A includes site maps of the Property. The Property is located in the City of Saline, transected by a railroad ROW spur, with industrial properties to the north and east, residential properties to the south and to the west. The parcel information and the Legal Description are provided in Attachment B.

The Property is considered Eligible Property, under Act 381, as amended as several of the parcels qualify as a "Facility," and the rest qualify as "Adjacent or Contiguous." The Eligible Property ("Property") is located in the City of Saline, Washtenaw County, Michigan. The Property was last owned by the City of Saline. The parcels and all tangible personal property located thereon will comprise the Eligible Property and is referred to herein as the "Property."

Three Oaks is the first developer in the United States to build inclusive neighborhoods that include new homes for sale to intellectually and developmentally disabled ("I/DD") adults and their families as well as the general public. The Company is addressing the substantial and unmet need for I/DD, active adult, and first-time homebuyer housing in southeastern Michigan with Phase I of the project, which is being developed on the south parcels. Phase I of the development is called "Maple Oaks" (www.salinemapleoaks.com) and is comprised of 16 townhomes, 10 single-family homes, and 8 condominiums that were customized for I/DD adult homebuyers. To date, 26 of the 34 homes at Maple Oaks are completed and sold; the remaining 8 are under contract and construction. Pre-approved Eligible Activities for Phase I are included in this Brownfield Plan.

Phase II of the Project also includes additional land for development immediately to the north of Phase I known as *"Maple Oaks North."* Maple Oaks North will be a mixed-use building that includes rental housing and enrichment programs for I/DD adults and their families. The "live, learn, work, and play" opportunities provided at Maple Oaks North will be a new and significant resource for I/DD adults living at Maple Oaks and the surrounding communities. The first floor of the community building includes flex space that can be used for I/DD occupational therapy, programming, events, microbusinesses, and other uses. The second floor includes I/DD and market rate apartments. The majority of the Eligible Activities included in this Brownfield Plan are related to Maple Oaks North.

The total private investment for both phases is ~$12.5 Million. Construction activities and all associated eligible activities are estimated to be complete on both the north (2023) and the south parcel (fall 2021) development by 2023.

The Project description provided herein is a summary of the proposed development at the time of the adoption of the Plan. The actual development may vary from the project description provided herein, without necessitating an amendment to this Plan, so long as such variations are not material and arise as a result of changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project. All material changes to the Project, as determined by Washtenaw County Brownfield Redevelopment Authority (WCBRA) in its sole discretion, are subject to the approval of the WCBRA staff and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.

The parcels and all tangible real and personal property located thereon will comprise the Eligible Property.

B. Basis of Eligibility (Section 13 (2)(h) and Section 2 (o))

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized for a commercial and industrial purpose; and (b) the Property is determined to be a facility and (c) the remaining parcels are adjacent or contiguous to the parcels determined to be a "facility."

The Property was undeveloped with a wetland until the early 1940s, portions of the subject property were either used for agriculture or undeveloped from the early 1940s through the mid-1950s. The Property was occupied by a light industrial injection molding operation from the mid-1950s through the early 1980s. The Property was then sold to the City of Saline and was used as the city's jail, a senior center, and the city's department of public works property from the early 1980s through 2007. Leaking Underground Storage Tanks (LUSTs) were identified on the property and fill soil was placed on the property between the mid-1950s and early 1980s. The buildings on the Property were demolished in 2007 by the City of Saline. The subject property has been vacant since 2007 until the recent development activities by Three Oaks Communities. Recognized Environmental Conditions identified during the Phase I ESAs, Phase II ESA and BEA completed by SME and Applied environmental included concentrations of:

- Contaminants above the current Part 201 GRCC for soil and groundwater.
- Concentrations of mercury and selenium in the soil above the current Part 201 GRCC groundwater surface water interface protection criteria
- Tetrachloroethylene above the drinking water protection criteria
- Arsenic above the drinking water protection, groundwater surface water interface protection, and direct contact criteria.
- Lead, copper, sodium, and chloride in the groundwater above the current respective Part 201 GRCC drinking water criteria.

Based on this data, the Property is a "facility" as defined in Part 201. Further, a due care investigation completed in 2021 on the north parcel identified mercury above the Residential Volatilization to Indoor Air Screening Levels.

C. Summary of Eligible Activities and Description of Costs (Section 13 (2)(a), (b))

The activities that are intended to be carried out at the Property are considered "Eligible Activities" as defined by Section 2 of Act 381, because they include Department Specific Activities including: Baseline Environmental Assessment activities, due care activities, demolition, and development and preparation of brownfield plan and/or work plan.

Table 1 - Brownfield Eligible Activities -Maple Oaks, Saline, MI		
Department Specific Eligible Activity	**Estimated Total Cost of TIF Reimbursable Activities**	
Pre- Approved Activity - Baseline Environmental Assessment Activities		
Total - BEA Activities *no contingency already completed	**$**	**51,759.00**
Due Care Activities - North Parcel		
Sub-Total Due Care Activities	**$**	**287,339.80**
Contingency	$	43,100.97
Total - Due Care Activities	**$**	**330,440.77**
Site Demolition - South Parcel		
Sub Total - Demolition Activities as allowable under Act 381	**$**	**105,800.00**
Contingency	$	-
Total - Demolition Activities as allowable under Act 381	**$**	**105,800.00**
Brownfield Plan & Act 381 Work Plan Preparation		
Sub-Total Brownfield Plan & Act 381 Work Plan Preparation	**$**	**20,000.00**
Soft costs related to management of Brownfield Administration and Legal		
Sub-Total Soft costs related to management of Brownfield Administration and Legal	**$**	**42,000.00**
Total - BP & Act 381 WP Preparation and Soft Costs	**$**	**62,000.00**
Total Estimated Brownfield Activities	**$**	**550,000**
LS - Lump Sum TM-Time and Materials		

A summary of the Eligible Activities and their estimated costs intended to be paid for with Tax Increment Revenues from the Property are shown in the table attached hereto as Attachment C.

The Eligible Activities described in Attachment C are not exhaustive. Subject to the approval of WCBRA staff in writing, additional Eligible Activities may be carried out at the Property, without requiring an amendment to this Plan, so long as such eligible activities are permitted by Act 381 and the performance of such eligible activities does not exceed the total costs stated in Attachment C.

The Developer desires to be reimbursed for the costs of Eligible Activities. Tax increment revenue generated by the Property will be captured by the WCBRA and used to reimburse the cost of the Eligible Activities completed on the Property pursuant to the terms of a Reimbursement Agreement to be executed by the WCBRA and the Developer after approval of this Plan (the “Reimbursement Agreement”), to the extent permitted by Act 381.

The Developer acknowledges and agrees that WCBRA’s obligation to reimburse the Developer for the cost of Eligible Activities with tax increment revenue derived from State and Local Taxes, or Specific Taxes that are considered Local Taxes, (as these capitalized terms are defined by Act 381) is contingent upon: (i) the Developer receiving approval of each eligible activity cost by the WCBRA and the Washtenaw County Board of Commissioners (WCBOC).

The costs listed in Attachment B are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Property. The actual cost of those Eligible Activities encompassed by this Plan that will qualify for reimbursement from available tax increment revenues of the WCBRA from the Property shall be governed by the terms of the Reimbursement Agreement. No costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of Eligible Activities subject to payment or reimbursement, provided that the total cost of Eligible Activities shall not exceed the estimated costs set forth in Attachment C.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c)); Beginning Date of Capture of Tax Increment Revenues (Section (13)(2)(f); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(2)(g))

This Plan provides for the capture of tax increment revenues (TIF) to reimburse the Developer commencing in the 2021 property tax year and continuing through the 2028 property tax year for the costs of Eligible Activities under this Plan in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Plan as Attachment D.

The Plan will only capture the allowable state and local taxes. The following assumptions have been considered when creating the Tax Increment Financing tables and available revenue (TIR):

1. 2020 is the base year of the Brownfield Plan, and the initial assessed taxable value of real and personal property is $2,728,738.
2. The first year of capture and reimbursement is 2021.
3. As available, all personal and real state and local property taxes will be captured under this Plan.
4. Pre-approved activities will be reimbursed with state and local tax capture.
5. No interest is being requested.
6. Eligible Activities total $550,000.
7. Capture of TIR by the WCBRA for Administration and Local Brownfield Revolving Funds (LBRF) as described in Section I.

Tax increments are projected to be captured and applied to (i) reimbursement of Eligible Activity costs and payment of WCBRA administrative and operating expenses, and (ii) make deposits into the WCBRA's Local Brownfield Revolving Fund, as follows:

Developer Maximum Reimbursement	**Proportionality**	**School & Local Taxes**	**Local-Only Taxes**	**Total**
State	**22.01%**	**$ 97,760**		$ 97,760
Local	**77.99%**	**$ 346,440**	**$ 105,800**	**$ 452,240**
TOTAL				
EGLE- Department Specific	81%		$ 465,364	**$ 465,364**
LOCAL EGLE	19%		$ 105,800	**$ 105,800**

		$ 550,000	**Total EAs**
		$ 44,493	**Admin/LBRF**
Total Number of Years for Reimbursement under this Plan	**7**	**$ 175,000**	**LBRF**
		$ 69,438	**State BRF**

In no event shall the duration of this Plan exceed thirty-five (35) years following the date of the governing body's resolution approving this Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (3) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five (5) years after the date of the governing body's resolution approving this Plan.

E. Plan of Financing (Section 13(2)(d)); Maximum Amount of Indebtedness (Section 13(2)(e))

The Eligible Activities are to be financed solely by the Developer. The WCBRA will reimburse the Developer for the cost of approved Eligible Activities, but only from tax increment revenues generated from the Property. No advances have been or shall be made by the City or the WCBRA for the costs of Eligible Activities under this Plan.

All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

Unless otherwise agreed upon by the Developer, the WCBRA, and the State of Michigan, the WCBRA shall not incur any note or bonded indebtedness to finance the purposes of this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of Eligible Activities permitted under this Plan.

F. Duration of Plan (Section 13(2)(f))

Subject to Section 13b (16) of Act 381, the beginning date of capture of tax increment revenues for each eligible property shall occur in accordance with the TIF table described in Attachment C. In no event, however, shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan.

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished, once all the terms of the Reimbursement Agreement have been fulfilled.

b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least two (2) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

G. Effective Date of Inclusion in Brownfield Plan
The Property will become a part of this Plan on the date this Plan is approved by the governing body and the Reimbursement Agreement approved by the WCBRA.

H. Displacement/Relocation of Individuals on Eligible Property (Section 13(2)(i-l))
There are no persons or businesses residing on the Eligible Property that will be affected by this Plan and no occupied residences will be acquired or cleared, therefore there will be no displacement or relocation of persons or businesses under this Plan.

I. Local Brownfield Revolving Fund ("LBRF") (Section 8; Section 13(2)(m))
Pursuant to Act 381, the Authority may capture incremental local taxes to fund its administrative operations as defined in the Act and may contribute to its LBRF with tax increment revenues in excess of the amount needed to reimburse Developer for the costs of eligible activities. It is the intent of the Authority to capture five percent (5%) of the available incremental local taxes annually during the term of this plan, totaling ~$40,023 as shown in Attachment D – TIF Reimbursement Table, in addition to the balance of the final year of developer reimbursement, plus capture in the second year, as necessary, but not to exceed $175,000, and deposit those funds in the LBRF; however, at the sole discretion of the WCBRA, all or part of the incremental local taxes captured for the LBRF in any tax year may be used to pay the administrative and operational costs of the Authority incurred in that year." The amount of tax increment revenue authorized for capture and deposit in the LBRF is a flat amount identified at $175,000. All funds, if any, deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

J. Brownfield Redevelopment Fund (Section 8a; Section 13(2)(m))
The MBRA shall pay to the Department of Treasury at least once annually an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the MBRA pays an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13b(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

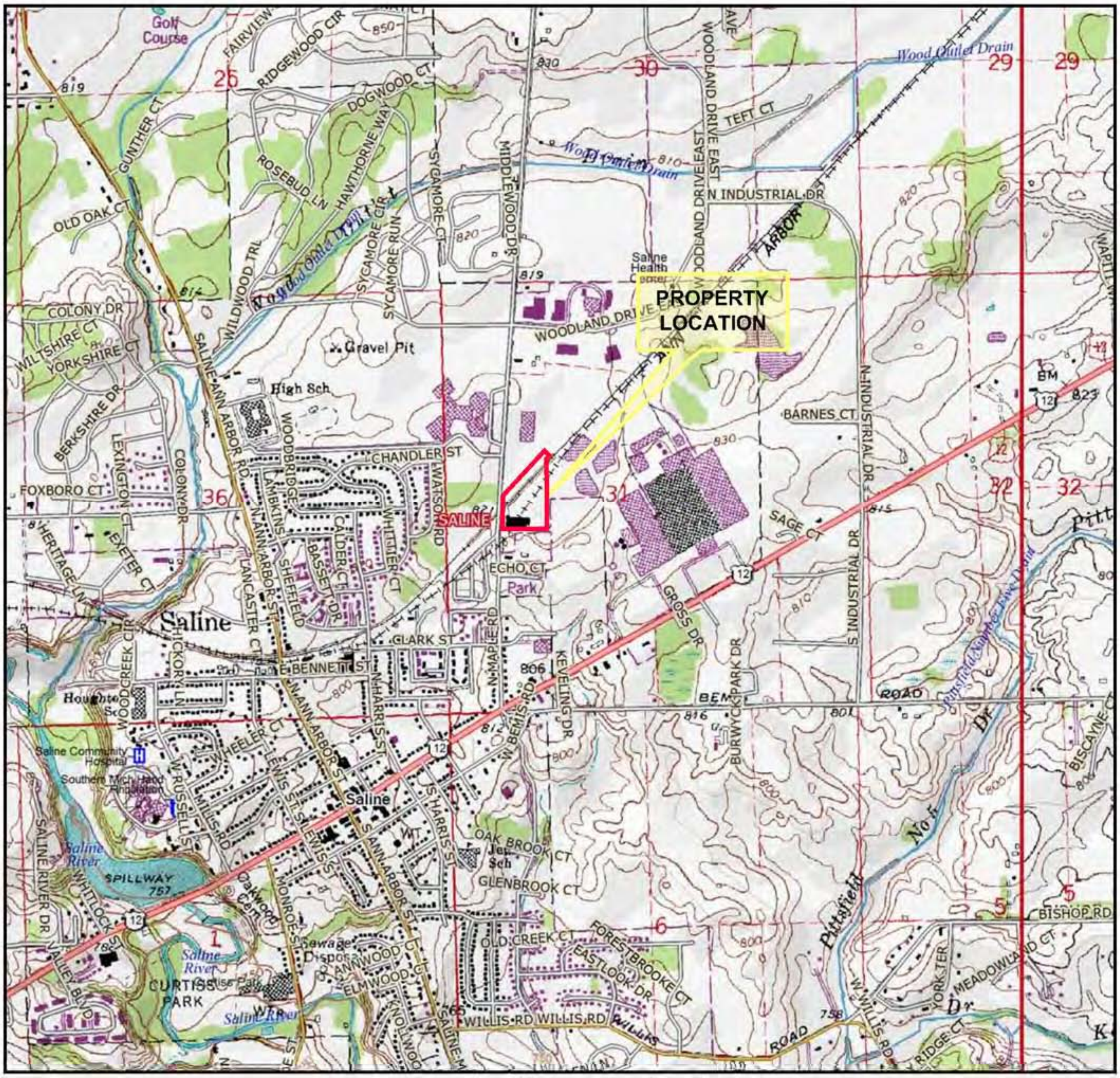
K. Developer's Obligations, Representations and Warrants
The Developer and its affiliates shall comply with all applicable laws, ordinances, executive orders, or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Property, in effect at the time this Plan is adopted, and shall use the Property in accordance with this Plan, in place at the time of the adoption of this Plan.

Except as otherwise agreed to by the WCBRA, any breach of a representation or warranty contained in this Plan shall render the Plan invalid, subject to the Developer's reasonable opportunity to cure as described in the Reimbursement Agreement.

III. ATTACHMENTS

Attachment A

Site Maps



Base map obtained from ©DeLorme Topo North America ™10.

LEGEND

APPROXIMATE PROPERTY LOCATION

0' 2000'

SCALE: 1" = 2000'

USGS QUADRANGLE(s) REFERENCED

MACON MICHIGAN-TOPO QUAD 1978
MILAN MICHIGAN TOPO QUAD 1978
SALINE MICHIGAN TOPO QUAD 1983
YPSILANTI WEST MICHIGAN TOPO QUAD 1983

NORTH

Sep 20, 2013 - 2:09pm - kurdi

\\Smefile\work in progress\066220.00\CAD\066220.00.001.004\rev0\066220.00-01.dwg

www.sme-usa.com

Indiana
Michigan
Ohio

Date	09/20/13
Drawn By	GBK
Scale	1" = 2000'
Project	066220.00.001.004

USGS 7.5 MINUTE TOPOGRAPHIC MAP
THE CORITHIAN
600 NORTH MAPLE ROAD
SALINE, MICHIGAN

Figure No. 1

LEGEND

PROPERTY BOUNDARY

PARCEL BOUNDARY

TAX PARCEL NUMBER

18-12-31-325-038

0 400 800

GRAPHIC SCALE: 1" = 400'

NORTH

NOTES:
1. BASEMAP IS GOOGLE EARTH PRO IMAGE, DATED MAY 9, 2010.
2. DRAWING INFORMATION TAKEN FROM GOOGLE EARTH PRO AND PROPERTY RECONNAISSANCE.
3. PROPERTY FEATURES ARE TO APPROXIMATE SCALE.

No.	Revision	Date

Eligible Property Boundary
600 NORTH MAPLE ROAD
SALINE, MICHIGAN

Date	09-17-2013
Drawn By	DJM
Designed By	DJM
Scale	1' = 400'
Project	06220.00.001.004

Michigan
Indiana
Ohio

sme

Figure No. 2

Attachment B

Legal Description and Parcels

LEGEND

- FIB/FCI/FIP — FD. IRON BAR/CAPPED IRON/IRON PIPE
- MON — FD. MONUMENT
- EX. SANITARY MANHOLE
- EX. END SECTION
- EX. POWER POLE
- EX. CATCH BASIN/DRAIN
- EX. STORM MANHOLE
- EX. ELECTRIC MANHOLE
- EX. MAILBOX
- EX. PEDISTAL
- EX. FIRE HYDRANT
- EX. GATE VALVE
- EX. WATER SHUT OFF
- EX. GAS MARKER
- EX. SIGN
- EX. STORM SEWER
- EX. SANITARY
- EX. OVERHEAD LINES

LEGAL DESCRIPTION: (PER COMMITMENT FILE NO. CM24927):

THE LAND REFERRED TO IN THIS COMMITMENT IS LOCATED IN THE CITY OF SALINE, COUNTY OF WASHTENAW, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS:

PARCEL 1:
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, AND RUNNING THENCE SOUTH 89 DEGREES 00' 54" EAST ALONG THE EAST AND WEST 1/4 LINE OF THE SECTION 671.85 FEET; THENCE SOUTH 0 DEGREES 46' 48" WEST 259.15 FEET TO THE SOUTH LINE OF THE RAILROAD RIGHT-OF-WAY FOR A **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 0 DEGREES 46' 48" WEST 173.78 FEET; THENCE SOUTH 89 DEGREES 36' 00" EAST 660.16 FEET; THENCE NORTH 0 DEGREES 46' 48" EAST 827.88 FEET TO THE SOUTH LINE OF THE RAILROAD; THENCE SOUTH 45 DEGREES 51' 09" WEST ALONG THE SOUTHERLY LINE OF SAID RAILROAD 932.41 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM LAND DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE S 89° 00' 54" E ALONG THE EAST-WEST 1/4 LINE 671.85 FEET; THENCE S 00° 46' 48" 259.15 FEET TO THE SOUTH LINE OF THE RAILROAD RIGHT OF WAY; THENCE N 45° 51' 09" E 713.19 FEET; THENCE S 44° 08' 51" E 30.50 FEET TO THE **POINT OF BEGINNING**; THENCE N 45° 51' 09" E 75.00 FEET; THENCE S 44° 08' 51" E 75.00 FEET; THENCE S 45° 51' 09" W 75.00 FEET; THENCE N 44° 08' 51" W 75.00 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO A 15 FOOT WIDE ACCESS & UTILITY EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE S 89° 00' 54" E ALONG THE EAST-WEST 1/4 LINE 671.85 FEET; THENCE S 00° 46' 48" W 259.15 FEET TO THE SOUTH LINE OF THE RAILROAD RIGHT OF WAY; THENCE N 45° 51' 09" E 713.19 FEET; THENCE S 44° 08' 51" E 36.22 FEET TO THE **POINT OF BEGINNING**; THENCE S 44° 08' 51" E 15.00 FEET; THENCE S 45° 51' 09" W 15.00 FEET; THENCE S 44° 08' 51" E 20.00 FEET; THENCE S 45° 51' 09" W 20.00 FEET; THENCE N 44° 08' 51" W 20.00 FEET; THENCE S 45° 51' 09" W 580.55 FEET; THENCE N 89° 13' 12" W 55.30 FEET; THENCE N 00° 46' 48" E 15.00 FEET ALONG THE EAST RIGHT OF WAY OF MAPLE ROAD; THENCE S 89° 13' 12" E 49.10 FEET; THENCE N 45° 51' 09" E 609.35 FEET TO THE **POINT OF BEGINNING**.

PARCEL 2:
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE SOUTH 89 DEGREES 01' 20" EAST 672.24 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION; THENCE SOUTH 0 DEGREES 47' 20" WEST 432.96 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION FOR A **PLACE OF BEGINNING**; THENCE SOUTH 89 DEGREES 36' 00"EAST 660.01 FEET; THENCE SOUTH 0 DEGREES 47' 20" WEST 35.70 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES 01' 20" WEST 462.0 FEET; THENCE SOUTH 0 DEGREES 47' 20" WEST 9.00 FEET; THENCE NORTH 89 DEGREES 01' 20" WEST 198.0 FEET; THENCE NORTH 0 DEGREES 47' 20" EAST 38.04 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION TO THE **PLACE OF BEGINNING**, BEING A PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THAT PORTION OF MAPLE ROAD, WHICH LIES EAST OF THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31.

PARCEL 3:
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAPLE ROAD WITH THE NORTH LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT OF WAY; THENCE NORTHEASTERLY IN SAID NORTH LINE TO A POINT LOCATED 66 FEET NORTHEASTERLY FROM THE POINT OF INTERSECTION OF SAID NORTH LINE WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE BEARING 90 DEGREES TO THE LEFT FOR A DISTANCE OF 66 FEET; THENCE BEARING TO THE LEFT IN A LINE RUNNING PARALLEL TO SAID NORTH LINE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF SAID MAPLE ROAD; THENCE SOUTH IN SAID CENTERLINE TO THE **POINT OF BEGINNING**, ALL BEING IN THE WEST 1/2 OF SECTION 31, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

SCHEDULE B – SECTION II, EXCEPTIONS
CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO.: CM24927,
EFFECTIVE DATE: AUGUST 14, 2017

4. EASEMENT FOR INGRESS, EGRESS, AND UTILITIES, AS RECORDED IN LIBER 3855, PAGE 716, WASHTENAW COUNTY RECORDS. **(AS PLOTTED)**

5. SUBJECT TO THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL UNIT IN ANY PART OF SUBJECT PROPERTY TAKEN, DEEDED OR USED FOR ROAD, STREET OR HIGHWAY PURPOSES.

6. NOTWITHSTANDING ANY PROVISIONS OF THE POLICY OR COMMITMENT TO THE CONTRARY, THE COMPANY MAKES NO REPRESENTATION OR ASSURANCE REGARDING COMPLIANCE OR NON-COMPLIANCE WITH THE PROVISIONS OF PA 591 OF 1996. (NOTE: PA 591 OF 1996 REVISES THE SUBDIVISION CONTROL ACT).

TO 600 NORTH MAPLE, LLC., A MICHIGAN LIMITED LIABILITY COMPANY, OSB COMMUNITY BANK, AND LIBERTY TITLE AGENCY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11, 13 AND 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON SEPTEMBER 9, 2017.

STATE OF MICHIGAN — PAUL W. KINNUNEN — PROFESSIONAL SURVEYOR — No. 48781 — LICENSED PROFESSIONAL SURVEYOR

SEPTEMBER 12, 2017 — DATE OF MAP

PAUL W. KINNUNEN
PROFESSIONAL SURVEYOR NO. 48781
EMAIL: PAUL@GREENTECHENGINEERING.NET

FLOOD HAZARD STATEMENT:

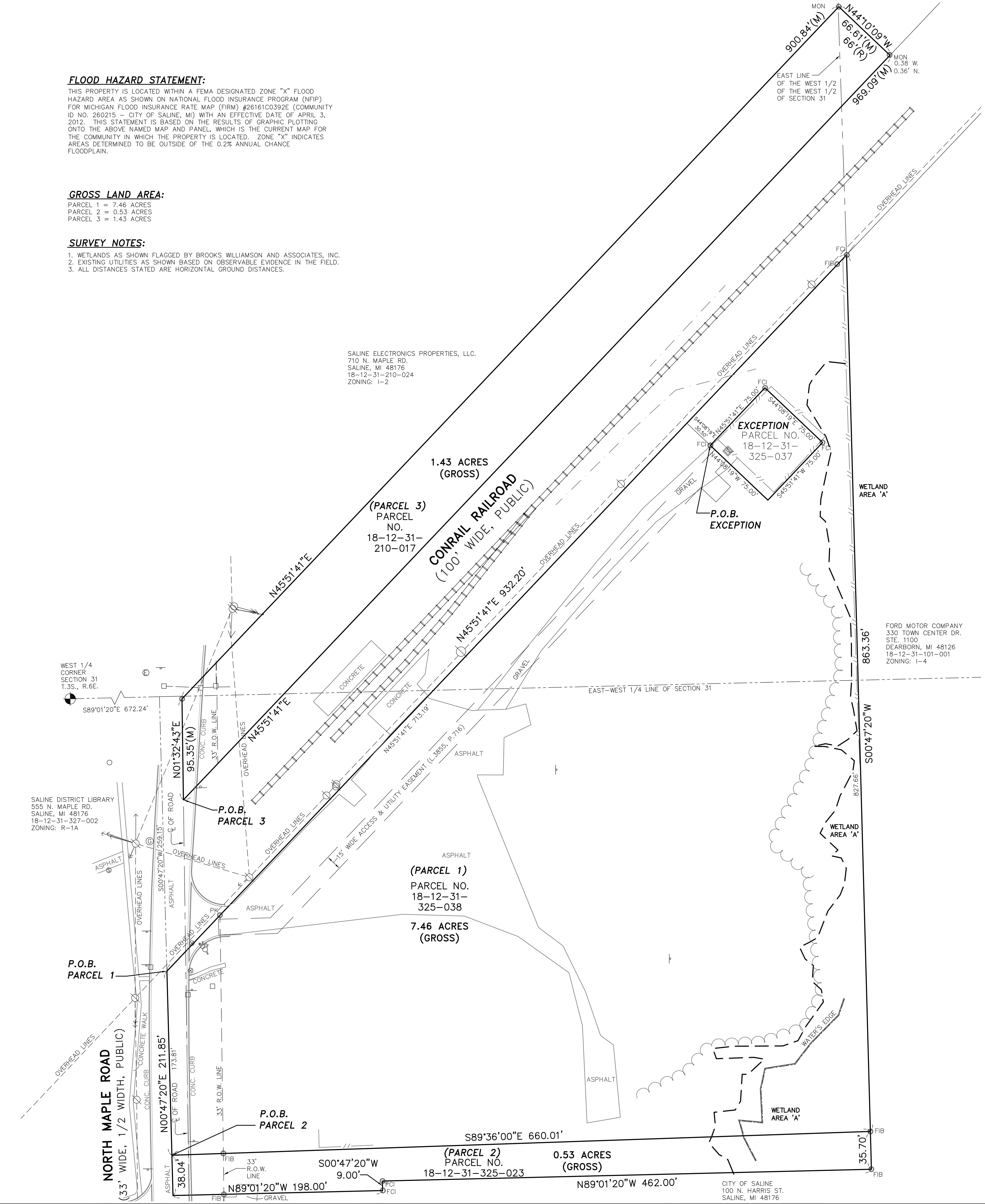
THIS PROPERTY IS LOCATED WITHIN A FEMA DESIGNATED ZONE "X" FLOOD HAZARD AREA AS SHOWN ON NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FOR MICHIGAN FLOOD INSURANCE RATE MAP (FIRM) #26161C0392E (COMMUNITY ID NO. 260215 – CITY OF SALINE, MI) WITH AN EFFECTIVE DATE OF APRIL 3, 2012. THIS STATEMENT IS BASED ON THE RESULTS OF GRAPHIC PLOTTING ONTO THE ABOVE NAMED MAP AND PANEL, WHICH IS THE CURRENT MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS LOCATED. ZONE "X" INDICATES AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

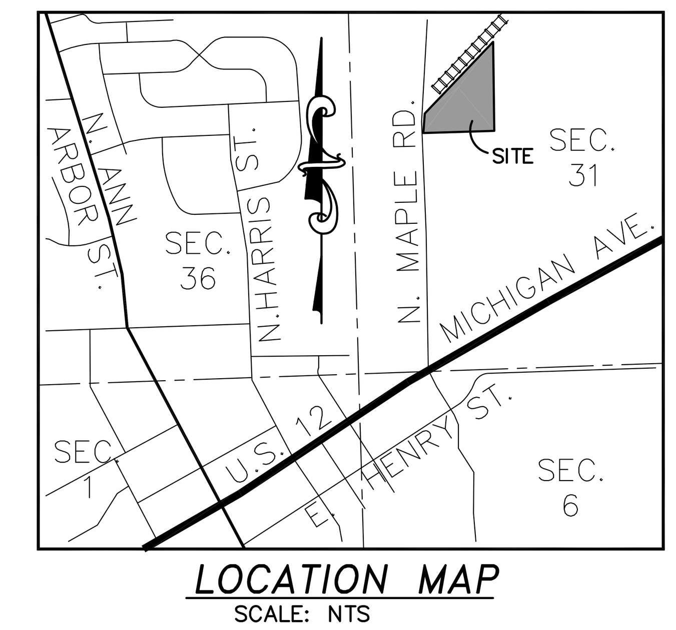
GROSS LAND AREA:

PARCEL 1 = 7.46 ACRES
PARCEL 2 = 0.53 ACRES
PARCEL 3 = 1.43 ACRES

SURVEY NOTES:

1. WETLANDS AS SHOWN FLAGGED BY BROOKS WILLIAMSON AND ASSOCIATES, INC.
2. EXISTING UTILITIES AS SHOWN BASED ON OBSERVABLE EVIDENCE IN THE FIELD.
3. ALL DISTANCES STATED ARE HORIZONTAL GROUND DISTANCES.





LOCATION MAP
SCALE: NTS

NOTE:
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.

GREENTECH ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
51111 W. Pontiac Trail, Wixom, MI 48393
Phone: (248) 668-0700 Fax: (248) 668-0701

RESIDENTIAL: Subdivisions, Site Condominium, Multi-Family, Plot Plans
COMMERCIAL: Site Planning, Site Engineering, Industrial & Multi-Unit, Land Surveying
SURVEYING: ALTA Surveys, Boundary Surveys, Topographic Surveys, Parcel Splits, Construction Staking

811 Know what's below. Call before you dig.

CLIENT: 600 NORTH MAPLE, LLC

ALTA/NSPS LAND TITLE SURVEY

600 N. MAPLE RD. – PARCEL NOS. 18-12-31-325-023, -037, -038 & 18-12-31-210-017
SECTION: 31 TOWNSHIP: 3 S. RANGE: 6 E.
CITY OF SALINE
WASHTENAW COUNTY
MICHIGAN

REVISED

DATE:	9-12-2017
DRAWN BY:	PWK
CHECKED BY:	DJL
FBK:	--
CHF:	CL
SCALE	HOR 1"=50 FT. VER 1"= -- FT.
SHEET	1
JOB	15-291

COVENANT DEED

File No. CM24927

The Grantor: The City of Saline, a Michigan municipal corporation

whose address Is: 100 N. Harris Street, Saline, MI 48176

Grants and Conveys to: 600 North Maple, LLC, a Michigan limited liability

company whose address is: P.O. Box 8307, Ann Arbor, MI 48107

the following described premises situated in the City of Saline, County of Washtenaw, State of Michigan, to wit:

SEE ATTACHED EXHIBIT A/LEGAL DESCRIPTION RIDER

for full consideration of: $300,000.00 (Three Hundred Thousand and 00/100 dollars)

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

Subject to the Permitted Exception set forth in the attached Exhibit B

Grantee shall commence construction of Phase I of the proposed residential development the Grantee has proposed for the property within 180 days of the date of this Covenant Deed. If Grantee fails to do so, Grantor may repurchase the Property from Grantee for the amount of $300,000 and the Grantee shall convey marketable title to Grantor by covenant deed. This provision shall run with the land and be binding on all Grantee's successors and assigns.

This 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. The grantor grants to the grantee the right to make all divisions allowable under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Grantor hereby covenants that he will defend the granted premises to the Grantee, its heirs and assigns forever against the lawful claims and demands of all persons claiming by, from or under The City of Saline, a Michigan municipal corporation, but against no other claims or persons.

Dated 9 / 25 / 17

(SIGNATURE PAGE ATTACHED)

COVENANT DEED
(Continued)

Signed By:

The City of Saline, a Michigan municipal corporation

By: [signature]

By: Terri Royal

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 25 day of September by Brian D Marl, the Mayor and Terri Royal the City Clerk of The City of Saline, a Michigan municipal corporation.

Joanne McDonough
JOANNE MC DONOUGH, Notary Public
WASHTENAW County
My Commission Expires:
04-04-2019 Acting in the
County of:
WASHTENAW

Drafted by: Thomas D. Richardson, Esq.
111 N. Main Street

Ann Arbor, MI 48104

When recorded return to: 600 North Maple, LLC
Attn: William J. Godfrey
P.O. Box 8307
Ann Arbor, MI 48107

Tax Code: 18-12-31-325-038
18-12-31-325-023
18-12-31-210-017

COVENANT DEED

(Continued)

EXHIBIT A/LEGAL DESCRIPTION RIDER

Land is located in City of Saline, County of Washtenaw, State of MI, and described as follows:

PARCEL 1:
Commencing at the West 1/4 corner of Section 31, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, and running thence South 89 degrees 00' 54" East along the East and West 1/4 line of the Section 671.85 feet; thence South 0 degrees 46' 48" West 259.15 feet to the South line of the Railroad right-of-way for a POINT OF BEGINNING; thence continuing South 0 degrees 46' 48" West 173.78 feet; thence South 89 degrees 36' 00" East 660.16 feet; thence North 0 degrees 46' 48" East 827.88 feet to the South line of the Railroad; thence South 45 degrees 51' 09" West along the Southerly line of said railroad 932.41 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM LAND DESCRIBED AS FOLLOWS:
Commencing at the West 1/4 corner of said Section; thence S 89° 00' 54" E along the East-West 1/4 line 671.85 feet; thence S 00° 46' 48" 259.15 feet to the South line of the railroad right of way; thence N 45° 51' 09" E 713.19 feet; thence S 44° 08' 51" E 30.50 feet to the Point of Beginning; thence N 45° 51' 09" E 75.00 feet; thence S 44° 08' 51" E 75.00 feet; thence S 45° 51' 09" W 75.00 feet; thence N 44° 08' 51" W 75.00 feet to the Point of Beginning.

SUBJECT TO A 15 FOOT WIDE ACCESS & UTILITY EASEMENT DESCRIBED AS FOLLOWS:
Commencing at the West 1/4 corner of said Section; thence S 89° 00' 54" E along the East-West 1/4 line 671.85 feet; thence S 00° 46' 48" W 259.15 feet to the South line of the railroad right of way; thence N 45° 51' 09" E 713.19 feet; thence S 44° 08' 51" E 36.22 feet to the Point of Beginning; thence S 44° 08' 51" E 15.00 feet; thence S 45° 51' 09" W 15.00 feet; thence S 44° 08' 51" E 20.00 feet; thence S 45° 51' 09" W 20.00 feet; thence N 44° 08' 51" W 20.00 feet; thence S 45° 51' 09" W 580.55 feet; thence N 89° 13' 12" W 55.30 feet; thence N 00° 46' 48" E 15.00 feet along the East right of way of Maple Road; thence S 89° 13' 12" E 49.10 feet; thence N 45° 51' 09" E 609.35 feet to the Point of Beginning.

PARCEL 2:
Commencing at the West 1/4 corner of Section 31, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence South 89 degrees 01' 20" East 672.24 feet along the East and West 1/4 line of said Section; thence South 0 degrees 47' 20" West 432.96 feet along the West line of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section for a PLACE OF BEGINNING; thence South 89 degrees 36' 00"East 660.01 feet; thence South 0 degrees 47' 20" West 35.70 feet along the East line of the West 1/2 of the Southwest 1/4 of said section; thence North 89 degrees 01' 20" West 462.0 feet; thence South 0 degrees 47' 20" West 9.00 feet; thence North 89 degrees 01' 20" West 198.0 feet; thence North 0 degrees 47' 20" East 38.04 feet along the West line of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section to the PLACE OF BEGINNING, being a part of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 31. SUBJECT TO the rights of the public over that portion of Maple Road, which lies East of the West line of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 31.

PARCEL 3:
Commencing at the intersection of the centerline of Maple Road with the North line of the New York Central Railroad right of way; thence Northeasterly in said North line to a point located 66 feet Northeasterly from the point of intersection of said North line with the East line of the West 1/2 of the West 1/2 of Section 31, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan; thence bearing 90 degrees to the left for a distance of 66 feet; thence bearing to the left in a line running parallel to said North line to the point of intersection with the centerline of said Maple Road; thence South in said centerline to the POINT OF BEGINNING, all being in the West 1/2 of Section 31, Pittsfield Township, Washtenaw County, Michigan.

Commonly known as: 600 N. Maple Rd., Saline, MI 48176.

COVENANT DEED

(Continued)

EXHIBIT B / PERMITTED EXCPETIONS

1. Easement for Ingress, Egress, and Utilities, as recorded in Liber 3855, page 716, Washtenaw County Records.
2. Rights of the public or any governmental unit in any part of subject property taken, deeded or used for road, street or highway purposes, as to Maple Road.
3. Unrecorded Site Condominium (Development) Agreement for Maple Oaks dated August 7, 2017 and the terms, conditions and provisions as contained therein.
4. Unrecorded Special Assessment Contract dated August 7, 2017 and the terms, conditions and provisions as contained therein.
5. Terms, conditions and provisions regarding easement set forth in unrecorded Second Amendment to Ground Lease by City of Saline , as Landlord, American Tower Asset Sub LLC, as Tenant, and 600 North Maple LLC, as Developer dated March 20, 2017.
6. The following matters as disclosed by ALTA / NSPS Land Title Survey prepared by Paul W. Kinnunen, PS for Greentech Engineering , Inc, being Job No. 15-291 dated 9-12-2017:
    a. a) existing overhead utility lines, as to Parcel 3;
    b. b) existing storm sewer and catch basins, as to Parcel 3; and
    c. c) mis-location/ encroachment of fence lines, as to Parcel 1.
7. The following provision set forth in the Purchase Agreement between Grantor and Grantee dated May 17, 2016 :
    a. Property shall be developed consistent with the major design and layout elements in the attached Exhibit C, subject to such changes as may be required to obtain the Government Approvals or as desired by Grantee to promote the. sale of homes in the Project. However, Exhibit C is only a conceptual site plan. Therefore, building sizes, locations, site layout, etc. may change as plans are further developed. The City Council shall approve those changes if, like the previous changes already accepted by the City Council, the Project will retain unique design elements that are consistent with concepts in Exhibit C. For purposes of this section, the major design and layout elements include the roof lines· and other architectural features of the buildings, the types of facade materials, the ways in which the buildings are set into the Property, landscaping elements, the sensitive treatment of parking and other design elements as generally described and depicted on attached Exhibit C. Notwithstanding the foregoing, Grantee may add or subtract from the number of single family homes and attached townhomes up to 16 units each, without needing to obtain City Council approval for such changes, provided that the aggregate number of townhomes and single family homes in the Project shall never be less than 16. However, the lack of a need for City Council to approve changes in the numbers and mixture of the dwelling units as provided in the preceding sentence does not preclude the possible need for Planning Commission and City Council consideration of changes in site plans or other information pursuant to the City's zoning or other applicable ordinances.
    b. Construction of Phase 1 of the Project shall commence within 120 days after the Closing Date. Grantee intends to fully complete the construction and development of Phase I within 48 months after the Closing Date. Grantee shall proceed diligently to complete Phase I within that time.
    c. If Grantee fails to start construction of Phase 1 within 180 days after the Closing, Grantor may reacquire the Property for the Purchase Price. The Deed shall include a provision running with the land allowing Grantor to reacquire the Property from Grantee and requiring Grantee to convey the Property to Grantor upon Grantor's demand and upon payment to Grantee of the full amount of the Purchase Price. If Grantee commences construction of Phase 1 within 180 days after Closing or Grantor otherwise determines that it will not exercise its right to require the Property, Grantor will record an Affidavit at the Office of the Washtenaw County Register of Deeds confirming the termination of Grantors right to require the land pursuant to this provision.
    d. If Grantee fails to complete the construction of Phase 1 within 48 months after the Closing Date (or within such extended completion date as the City Council may choose to allow as provided below), the City Council may adopt a resolution requiring Grantee to pay an additional $35,000 for the Purchase of the Property in consideration for that

delay in completing Phase 1. The City Council shall not consider such a resolution until it has first given Grantee notice of the meeting at which it will be considered and given Grantee an opportunity to address the City Council regarding the proposed resolution. The City Council shall before adopting that resolution consider any comments and information offered by Grantee, including reasons for delays in completing the Project, such as changes in market conditions, changes in the national or state economy, changes in lending regulations, unforeseen site conditions, weather abnormalities, illness or injuries suffered by key personnel of Grantee, or such other factors as may be constitute circumstances under which the City Council and Grantee might instead agree on extending the time for completing the Project. If Grantor requires payment, it shall be made within 30 days of invoice therefore from Grantor. If Grantee completes Phase 1 has within 48 months of Closing Date or Grantor otherwise determines it will not require Grantee to pay an additional amount of $35,000.00, Grantor will record an Affidavit at the Office of the Washtenaw County Register of Deeds terminating of this provision.

COVENANT DEED

(Continued)

EXHIBIT C / GENERAL DESIGN ELEMENTS

Major Design Elements for Maple Oaks Residential

Reference is made to the design concepts, color palette and other general information about the size, scale, exterior dimensions, exterior architectural features, and other depictions of building exteriors incorporated in the 37 slides presented to the City Council at its meeting on March 21, 2016, a copy of which is on file in the City Clerk's office with the minutes of that meeting. The following list are specific items of interest from those depictions in those slides:

1. Front Porches: Front porches for all units except the LHS condominium building. The LHS building will have a front and a back porch at the common space, which can be used by all.

2. Building Height: Height to comply with City zoning ordinance.

3. Siding: Exterior vinyl siding with the general appearance and colors depicted in the slides.

4. Windows: All windows shall be solid vinyl with insulating glass, having the mullions and other features depicted in the slides.

5. Roofing: Asphalt shingle pitched roofs, with one foot overhangs, and a minimum 4/12 roof pitch.

6. Garages: Single family homes to have a two-car attached garage, townhomes to have a one-car attached garage. The LHS condominium building will have one garage space per living unit.

7. Accessibility: The LHS condominium building will offer barrier-free accessibility throughout the first floor and all living units.

8. First Floor Design: Every residential unit will have a minimum of one bedroom and one bathroom on the first floor.

9. Architectural Style: The various building types shall include traditional residential design elements, similar to those found in historic Saline neighborhoods. A cottage feel of size and architectural characteristics shall be used to provide the architectural direction for Maple Oaks as generally depicted on the slides.

10. Color Schemes: A diverse color palette shall be employed throughout the Maple Oaks neighborhood, to avoid uniformity.

Maple Oaks North Parcels- Child parcels from original Parent Parcel Number

MAPLE OAKS SOUTH				
Address	Final Site Plan Unit #	Condo Unit #	Condo Association	Property Tax ID #
621 Maple Oaks Court, #1	28-1	1	Maple Oaks Manors	18-12-31-332-001
621 Maple Oaks Court, #2	28-2	2	Maple Oaks Manors	18-12-31-332-002
621 Maple Oaks Court, #3	28-3	3	Maple Oaks Manors	18-12-31-332-003
621 Maple Oaks Court, #4	28-4	4	Maple Oaks Manors	18-12-31-332-004
673 Maple Oaks Court, #1	19-1	5	Maple Oaks Manors	18-12-31-332-005
673 Maple Oaks Court, #2	19-2	6	Maple Oaks Manors	18-12-31-332-006
673 Maple Oaks Court, #3	19-3	7	Maple Oaks Manors	18-12-31-332-007
673 Maple Oaks Court, #4	19-4	8	Maple Oaks Manors	18-12-31-332-008
604 Maple Oaks Court	1	1	Maple Oaks Estates	18-12-31-333-001
620 Maple Oaks Court	2	2	Maple Oaks Estates	18-12-31-333-002
624 Maple Oaks Court	3	3	Maple Oaks Estates	18-12-31-333-003
630 Maple Oaks Court	4	4	Maple Oaks Estates	18-12-31-333-004
634 Maple Oaks Court	5	5	Maple Oaks Estates	18-12-31-333-005
638 Maple Oaks Court	6	6	Maple Oaks Estates	18-12-31-333-006
644 Maple Oaks Court	7	7	Maple Oaks Estates	18-12-31-333-007
650 Maple Oaks Court	8	8	Maple Oaks Estates	18-12-31-333-008
656 Maple Oaks Court	9	9	Maple Oaks Estates	18-12-31-333-009
662 Maple Oaks Court	10	10	Maple Oaks Estates	18-12-31-333-010
674 Maple Oaks Court	11	1	Maple Oaks Town Homes	18-12-31-331-001
678 Maple Oaks Court	12	2	Maple Oaks Town Homes	18-12-31-331-002
680 Maple Oaks Court	13	3	Maple Oaks Town Homes	18-12-31-331-003
686 Maple Oaks Court	14	4	Maple Oaks Town Homes	18-12-31-331-004
694 Maple Oaks Court	15	5	Maple Oaks Town Homes	18-12-31-331-005
698 Maple Oaks Court	16	6	Maple Oaks Town Homes	18-12-31-331-006

Maple Oaks North Parcels- Child parcels from original Parent Parcel Number

685 Maple Oaks Court	17	7	Maple Oaks Town Homes	18-12-31-331-007
681 Maple Oaks Court	18	8	Maple Oaks Town Homes	18-12-31-331-008
665 Maple Oaks Court	20	9	Maple Oaks Town Homes	18-12-31-331-009
661 Maple Oaks Court	21	10	Maple Oaks Town Homes	18-12-31-331-010
657 Maple Oaks Court	22	11	Maple Oaks Town Homes	18-12-31-331-011
653 Maple Oaks Court	23	12	Maple Oaks Town Homes	18-12-31-331-012
645 Maple Oaks Court	24	13	Maple Oaks Town Homes	18-12-31-331-013
641 Maple Oaks Court	25	14	Maple Oaks Town Homes	18-12-31-331-014
637 Maple Oaks Court	26	15	Maple Oaks Town Homes	18-12-31-331-015
633 Maple Oaks Court	27	16	Maple Oaks Town Homes	18-12-31-331-016

Attachment C

Eligible Activity Table

Table 1 - Brownfield Eligible Activities -Maple Oaks, Saline, MI				
Department Specific Eligible Activity	**# of Units**	**Unit Type**	**Cost/Unit**	**Estimated Total Cost of TIF Reimbursable Activities Incurred by Developer**
Pre- Approved Activity - Baseline Environmental Assessment Activities				
Phase I Environmental Site Assessment (ESA)	2	LS	$ 1,950.00	$ 3,900.00
Phase II ESA	1	TM	$ 13,223.00	$ 14,709.00
Supplemental Phase II ESA	1	TM	$ 27,650.00	$ 27,650.00
Baseline Environmental Assessment (BEA)	1	LS	$ 5,500.00	$ 5,500.00
Total - BEA Activities *no contingency already completed				**$ 51,759.00**
Due Care Activities - North Parcel				
Engineering, surveying, staking	1	LS	$ 27,500.00	$ 27,500.00
Due Care Planning - evaluation of current conditions/lab analysis	1	LS	$ 16,000.00	$ 16,000.00
Due Care Plan(s) - on site construction management due care plan	1	LS	$2,500.00	$ 2,500.00
Due Care Plan-Post Construction - following remediation - O&M	1	LS	$ 2,500.00	$ 2,500.00
Due Care-Direct Contact/Demarcation Barrier - under landscaped areas	21,600	ft^2	$ 2.00	$ 43,200.00
stabilization of berm	1	LS	$ 60,060.00	$ 60,060.00
Health and Safety Plan(s)	1	LS	$2,000.00	$ 2,000.00
Soil Management-Excavation/transport/disposal (if offsite transport is necessary) - ($35/ton) - mercury -North Parcel	1481	cy	$ 35.00	$ 51,835.00
Backfill and compaction stone/Class II Sand	1481	cy	$ 23.00	$ 34,063.00
Temporary Site Control - related to Brownfield Conditions	1	LS	$ 5,000.00	$ 5,000.00
Temporary Access and/or Roads - installed to access contamination	1	LS	$ 7,500.00	$ 7,500.00
Temporary Erosion Control - to prevent exacerbation of contamination, silt fencing and decon/street cleaning	1	LS	$ 5,910.00	$ 5,910.00
Verification Laboratory Analysis (if necessary) -	1	LS	$ 3,150.00	$ 3,150.00
Environmental Project Management During Due Care Activities				$ 13,060.90
On-site Environmental Field Activity & Field Oversight During Due Care				$ 13,060.90
Sub-Total Due Care Activities				**$ 287,339.80**
Contingency				$ 43,100.97
Total - Due Care Activities				**$ 330,440.77**

Table 1 - Brownfield Eligible Activities -Maple Oaks, Saline, MI				
Department Specific Eligible Activity	**# of Units**	**Unit Type**	**Cost/Unit**	**Estimated Total Cost of TIF Reimbursable Activities Incurred by Developer**
Site Demolition - South Parcel				
Engineering, surveying, staking	1	LS	$ 12,800.00	$ 12,800.00
Site Demolition - removal of blighted conditions that included sub-base for roads, parking lots, and abandoned utilities	1	LS	$ 40,500.00	$ 40,500.00
Site Demolition Backfill	1	LS	$ 34,500.00	$ 34,500.00
Demolition-Dust Control	1	LS	$ 1,000.00	$ 1,000.00
Supervision & management	1	months	$ 17,000.00	$ 17,000.00
Sub Total - Demolition Activities as allowable under Act 381				**$ 105,800.00**
Contingency				$ -
Total - Demolition Activities as allowable under Act 381				**$ 105,800.00**
Brownfield Plan & Act 381 Work Plan Preparation				
Brownfield Plan	1	TM		$ 10,000.00
Local only or Act 381 Work Plan, if necessary	1	TM		$ 10,000.00
Sub-Total Brownfield Plan & Act 381 Work Plan Preparation				**$ 20,000.00**
Soft costs related to management of Brownfield Administration and Legal				
Consulting & Support/Administration related to QA/QC on submittal of Eligible Activity Costs for reimbursement	1	TM		$ 27,000.00
Legal services- review of environmental reports/compliance and preparation and review of Reimbursement Agreement-	1	TM		$ 15,000.00
Total - BP & Act 381 WP Preparation and Soft Costs				**$ 62,000.00**
Total Estimated Brownfield Activities				**$ 550,000**
LS - Lump Sum TM-Time and Materials				

Attachment D

Tax Increment Finance Tables

Tax Increment Revenue Capture Estimates
Maple Oaks Redevelopment
600 North Maple
Saline Michigan
March 2021

Maple Oaks Redevelopment Brownfield Plan Capture

Estimated Taxable Value (TV) Increase Rate: 1% per year

This TIF Table includes local only property tax capture	Millage Rate	0	1	2	3	4	5	6	7	TOTAL
Plan Year		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**TOTAL**
Calendar Year		2020	2021	2022	2023	2024	2025	2026	2027	
*Base Taxable Value		**$ 2,728,738**	$ 2,728,738	$ 2,728,738	$ 2,728,738	$ 2,728,738	$ 2,728,738	$ 2,728,738	$ 2,728,738	
Estimated New TV		$ -	$ 3,972,217	$ 4,895,831	$ 4,944,789	$ 5,978,237	$ 6,038,020	$ 6,098,400	$ 6,159,384	
Incremental Difference (New TV - Base TV)		**$ -**	**$ 1,243,479**	**$ 2,167,093**	**$ 2,216,051**	**$ 3,249,499**	**$ 3,309,282**	**$ 3,369,662**	**$ 3,430,646**	
Estimated New TV North						$ 3,712,738	$ 3,749,865	$ 3,787,364	$ 3,825,238	
Incremental Difference (New TV - Base TV)						**$ 984,000**	**$ 1,021,127**	**$ 1,058,626**	**$ 1,096,500**	
School Capture *no capture	Millage Rate									
State Education Tax (SET)	6.0000	$ -	$ 7,461	$ 13,003	$ 13,296	$ 25,401	$ 25,982	$ 26,570	$ 27,163	$ 138,876
School Operating Tax	18.0000	$ -	$ -	$ -	$ -	$ 17,712	$ 18,380	$ 19,055	$ 19,737	$ 74,885
School Total	**24.0000**									
Local Capture	Millage Rate									
City Operating	14.0023	$ -	$ 17,412	$ 30,344	$ 31,030	$ 45,500	$ 46,338	$ 47,183	$ 48,037	$ 265,844
Solid Waste	1.7526	$ -	$ 2,179	$ 3,798	$ 3,884	$ 5,695	$ 5,800	$ 5,906	$ 6,013	$ 33,274
Street Improvements	1.7526	$ -	$ 2,179	$ 3,798	$ 3,884	$ 5,695	$ 5,800	$ 5,906	$ 6,013	$ 33,274
Washtenaw County Operating	4.3947	$ -	$ 5,465	$ 9,524	$ 9,739	$ 14,281	$ 14,543	$ 14,809	$ 15,077	$ 83,437
Washtenaw County Community College	3.3538	$ -	$ 4,170	$ 7,268	$ 7,432	$ 10,898	$ 11,099	$ 11,301	$ 11,506	$ 63,674
Washtenaw County ISD	5.6625	$ -	$ 7,041	$ 12,271	$ 12,548	$ 18,400	$ 18,739	$ 19,081	$ 19,426	$ 107,507
HCMP	0.2117	$ -	$ 263	$ 459	$ 469	$ 688	$ 701	$ 713	$ 726	$ 4,019
Washtenaw County Parks	0.4728	$ -	$ 588	$ 1,025	$ 1,048	$ 1,536	$ 1,565	$ 1,593	$ 1,622	$ 8,976
School Recreation	0.4934	$ -	$ 614	$ 1,069	$ 1,093	$ 1,603	$ 1,633	$ 1,663	$ 1,693	$ 9,368
School Sinking Fund	0.3453	$ -	$ 429	$ 748	$ 765	$ 1,122	$ 1,143	$ 1,164	$ 1,185	$ 6,556
Emergency Communication System	0.1943	$ -	$ 242	$ 421	$ 431	$ 631	$ 643	$ 655	$ 667	$ 3,689
Library	1.1682	$ -	$ 1,453	$ 2,532	$ 2,589	$ 3,796	$ 3,866	$ 3,936	$ 4,008	$ 22,179
Natural Areas	0.2341	$ -	$ 291	$ 507	$ 519	$ 761	$ 775	$ 789	$ 803	$ 4,445
Vet Relief	0.0977	$ -	$ 121	$ 212	$ 217	$ 317	$ 323	$ 329	$ 335	$ 1,855
Roads MH&Public	0.4891	$ -	$ 608	$ 1,060	$ 1,084	$ 1,589	$ 1,619	$ 1,648	$ 1,678	$ 9,286
Safety	0.9857	$ -	$ 1,226	$ 2,136	$ 2,184	$ 3,203	$ 3,262	$ 3,321	$ 3,382	$ 18,714
Local Total	**35.6108**									
Non-Capturable Millages	Millage Rate									
School Debt	8.0000	$ -	$ 9,948	$ 17,337	$ 17,728	$ 25,996	$ 26,474	$ 26,957	$ 27,445	$ 151,886
Street Debt	0.4745	$ -	$ 590	$ 1,028	$ 1,052	$ 1,542	$ 1,570	$ 1,599	$ 1,628	$ 9,009
Total Non-Capturable Taxes	**8.4745**		**$ 10,538**	**$ 18,365**	**$ 18,780**	**$ 27,538**	**$ 28,045**	**$ 28,556**	**$ 29,073**	$ 160,894
	68.0853									
Total Tax Increment Revenue (TIR) Available for Capture		**$ -**	**$ 51,742**	**$ 90,174**	**$ 92,212**	**$ 158,830**	**$ 162,209**	**$ 165,621**	**$ 169,068**	**$ 889,857**
Tax Capture for LUG/YR/Local only		$ 120,297	$ 130,835	$ 138,662	$ 139,077	$ 147,835	$ 148,342	$ 148,853	$ 149,370	$ 1,123,272

Tax Increment Revenue Reimbursement Allocation Table
Maple Oaks Redevelopment Project
600 North Maple
Saline, Michigan
March 2021

Maple Oaks Brownfield Plan Reimbursement

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	22.01%	$ 97,760		$ 97,760
Local	77.99%	$ 346,440	$ 105,800	$ 452,240
TOTAL				
EGLE	81%		$ 465,364	$ 465,364
LOCAL EGLE	19%		$ 105,800	$ 105,800

	$ 550,000	Total EAs
	$ 44,493	Admin/LBRF
Total Number of Years for Reimbursement under this Plan 7	$ 175,000	LBRF
	$ 69,438	State BRF

		2020	1 2021	2 2022	3 2023	4 2024	5 2025	6 2026	7 2027	TOTAL
Total State Incremental Revenue		$ -	$ 7,461	$ 13,003	$ 13,296	$ 43,113	$ 44,363	$ 45,625	$ 46,900	$ 213,760
State Brownfield Redevelopment Fund (50% of SET)		$ -	$ 3,730	$ 6,501	$ 6,648	$ 12,700	$ 12,991	$ 13,285	$ 13,581	$ 69,438
State TIR Available for Reimbursement		$ -	$ 3,730	$ 6,501	$ 6,648	$ 30,412	$ 31,372	$ 32,340	$ 33,318	$ 144,322
Total Local Incremental Revenue		$ -	$ 44,281	$ 77,172	$ 78,915	$ 115,717	$ 117,846	$ 119,996	$ 122,168	$ 676,096
LBRF/Administrative Fee 5%)		$ -	$ 2,587	$ 4,509	$ 4,611	$ 7,942	$ 8,110	$ 8,281	$ 8,453	$ 44,493
Local TIR Available for Reimbursement		$ -	$ 41,694	$ 72,663	$ 74,305	$ 107,776	$ 109,736	$ 111,715	$ 113,715	$ 631,604
Total TIR Available		$ -	$ 45,425	$ 79,164	$ 80,953	$ 138,188	$ 141,107	$ 65,162		$ 550,000
DEVELOPER	Beginning Balance									
DEVELOPER Reimbursement Balance	$ 550,000	$ 550,000	$ 504,575	$ 425,411	$ 344,458	$ 206,270	$ 65,162			$ 550,000
EGLE Eligible Activities	$ 444,200	$ -	$ 3,730	$ 15,058	$ 80,953	$ 138,188	$ 141,107	$ 65,163		$ 444,200
State Tax Reimbursement	$ 97,760	$ -	$ 3,730	$ 6,501	$ 6,648	$ 30,412	$ 31,055	$ 19,412		$ 97,759
Local Tax Reimbursement	$ 346,440	$ -		$ 8,557	$ 74,305	$ 107,776	$ 110,052	$ 45,750		$ 346,440
Total EGLE Reimbursement Balance		$ 444,200	$ 440,470	$ 425,411	$ 344,458	$ 206,270	$ 65,163			$ -
Local Only Costs		$ -		$ -	$ -	$ -	$ -	$ -	$ -	
Local Tax Reimbursement										
Total Local Only Reimbursement Balance	$ 105,800	$ -	$ 41,694	$ 64,106	$ -	$ -	$ -	$ -	$ -	$ 105,800
Total Annual Developer Reimbursement		$ -	$ 45,425	$ 79,164	$ 80,953	$ 138,188	$ 141,107	$ 65,163	$ -	$ 550,000

LOCAL BROWNFIELD REVOLVING FUND

		2020	2021	2022	2023	2024	2025	2026	2027	TOTAL
LBRF Deposits *		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Local and State max Tax Capture	$ -	$ -	$ -	$ -				$ 46,552	$ 128,448	$ 175,000
Total LBRF Capture	$ 175,000	$ -	$ -	$ -						$ -

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

Footnotes:

BRA administrative/LBRF fee is 5% the BRA may capture this as LBRF or Admin. Further, the BRA will capture the remaining local and state TIR to a maximum allowable amount under this Plan of $175,000 into the LBRF.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
Local Brownfield Revolving Fund
Grant and Loan APPLICATION FORM

Please return the completed form and attachments to:
Nathan Voght
Economic Development Specialist
Washtenaw County Office of Community and Economic Development
415 W. Michigan Ave.
Ypsilanti, MI 48197
734-544-3055
voghtn@ewashtenaw.org

Type of Application

☐ Loan (Available to all entities)

☒ Grant (Only available to Local Units of Government and Non-Profits)

Applicant Information

Applicant: **City of Ypsilanti** Contact: **Christopher Jacobs**

Address: **1 S. Huron Street, Ypsilanti, Michigan 48197** Phone No.: **734.450.9610**

Type of Ownership: ☐ Private ☒ Public Developer (Entity) Name:

Property Owner: **City of Ypsilanti** Contact: **Joe Meyers**

☒ Brownfield Plan Approved (or expected to be approved) on this date: **February 18, 2015**

Project/Property Information

Project Name: **Water Street Redevelopment Area, Portions of Historical Parcels 26 and 28**

Project Description:

The Water Street Redevelopment Area is an approximately 38-acre, City-owned site adjacent to Historic Downtown Ypsilanti, between Ann Arbor and Detroit Metro Airport (DTW). The site is bounded on the north by 1,500 feet of Michigan Avenue frontage (US-12 Business Route), and on the south and west by ½ mile of Huron River frontage. The City of Ypsilanti is currently seeking a developer for the site or several developers for portions of the site.

***Component 1*: Excavation, transport, and off-site disposal of hazardous PCB soil contamination (as defined by TSCA) from the southeastern portion of historical Parcel 26 (the "proposed PCB cleanup site"), and associated bid specifications preparation, site preparation activities, field**

oversight, TSCA cleanup verification sampling and laboratory analyses, excavation backfill, reporting, project management, and contingencies.

***<u>Component 2</u>*: Supplemental subsurface investigation at the northern portion of historical Parcel 28 to (1) further characterize potentially unacceptable exposure risks posed by surficial soils for non-residential land use (as defined by Part 201) and (2) characterize said soils for proper waste disposal, with subsequent bid specifications preparation, site preparation activities, excavation, transport, and off-site disposal of contaminated surficial soil from the northern portion of historical Parcel 28, and associated field oversight, demarcation barrier installation, excavation backfill, reporting, project management, and contingencies.**

Address/Location: **4 Water Street, Ypsilanti, Michigan (portions of historical Parcels 26 and 28)**

No. Buildings: **0** Square Footage of Buildings: **Not applicable**

Property Acreage: **Components 1 and 2 involve an approximately 3.25-acre portion of the 37.15-acre Water Street Redevelopment Area parcel**

Parcel Identification No(s).: **11-11-09-170-031**

Zoning: **Center (C) with partial Townhouse, Apartment Building, Courtyard Apartment (TH, AB, CA) Overlay**

Surrounding Land Use: **Neighborhood Corridor to the north; Mixed Use Commercial to the east; Core Neighborhood to the southeast; City Park to the south; General Commercial Corridor to the west.**

Previous Owners: **The Water Street Redevelopment area is a conglomerate of several properties with long histories. The following list of previous owners was compiled from previous environmental reports: Walters Heating and Cooling, Erna Auton, Lou Middleton, Marie Reckshan, James Pate, Ypsilanti Iron and Metal Co., Norman Johnson, Huron Capital Investors, G. H. Company, Flow Realty Company, Allied Holding Company, ACF-Wrigley Stores, Inc., Peter Smith, Spencer and Hazel Davis, Margaret Bobonock, Maxe A. Obermeyer, Vivian Pittman, High Scope, Donald Moore, Alan Moore, Amco Marine, Tempcor Industrial Services, Melco Corporation, Glen Griffin, David Houppert, LaDelta Excavating Co., Inc., Arthur Campbell, Elizabeth Lambert, and Gallup Properties. See "Historic Property Uses" below for additional information specific to the Components 1 and 2 areas.**

Historic Property Uses: **Historical uses of the broader Water Street Redevelopment Area include foundry, machine shop, auto repair, filling station, Army Reserve training center, auto parts warehouse, auto painting, dwellings, retail furniture store, restaurant, radiator repair shop, motorcoach bus lines, auto dealership, newspaper press, analytical laboratory, HVAC company, lumberyard, warehouses, flourmill, chicken house, hay/feed/salt warehouse, bulk gasoline storage, coal storage yard, office, metal scrap yard, garage, food storage, beer distributor, auto part**

manufacturing, hair salon, sheet metal roofing company, carpet/flooring store, general store, dry cleaner, police station, public park, apartment building, and a car wash.

While historical Parcels 26 and 28 have been used for various purposes since at least the early 1900s, prominent uses of historical Parcel 26 include manufacturing by Commerce Motor Truck Company (c. 1927) and Motor State Products (c. 1950, 1964); the proposed PCB cleanup site is located to the southeast of the former manufacturing building footprint on historical Parcel 26. Prominent uses of the northern portion of historical Parcel 28 include a Detroit United Railway (D.U.R.) storage yard (c. 1927) and metal junk yard (c. 1950, 1964).

Eligible Activities

Please describe eligible activities proposed to be funded by LBRF:

The following are estimates as bid specifications have not been developed.

Component 1: PCB Cleanup, Department Specific Activities:

1) **Clearing, Grubbing and Access Road necessary for soil remediation ~$ 35,000**
2) **Soil Remediation (Excavation, Transportation, Disposal and Backfill) ~$160,000**
    a. **Approximately 250-500 tons of PCB removal and associated backfill**
    b. **Estimated T&D per ton ~$240/ton**
3) **#1 and #2 Contingency ~$19,500**
4) **Field Oversight, Management and Verification Sampling of Soil Remediation ~$17,750**
5) **Supplemental Site Characterization (Contingency for USEPA) ~$9,500**
6) **Bid Specifications and Reporting ~$15,000**

    Component 1 – PCB Cleanup Subtotal: $256,750

    City of Ypsilanti Amount: $99,000

    Component 1 – WCBRA LBRF Requested Amount: $157,750

Component 2: Lead Cleanup, Department Specific Activities:

1) **Supplemental Phase II ESA Investigation of PCBs ~ $17,850**
2) **ISM Investigation and Waste Characterization ~ $33,150**
3) **Field Oversight, Management and Verification Sampling of Soil Remediation~ $39,500**
4) **Bid Specifications and Reporting ~ $19,500**
5) **Clearing, Grubbing and Access Road necessary for soil remediation ~$45,000**
6) **Soil Remediation (Excavation, Transportation, Disposal and Backfill) ~$600,000**
    a. **Approximately 10,000 tons soil removal and associated backfill**

b. **Estimated Excavation and T&D per ton ~$40/ton***

7) **Demarcation Barrier ~$20,000**
8) **#5, 6 and 7 Contingency ~$69,500**
9) **Closeout Activities (fencing, signage and survey) ~$30,000**

Component 2 – Lead Cleanup Subtotal: $874,500

City of Ypsilanti Amount: $51,000

Component 2 – WCBRA LBRF Requested Amount: $823,500

Summary:

Component 1 LBRF Request: $157,750

Component 2 LBRF Request: $823,500*

Total: $981,250

Component 2 anticipated costs assume that waste characterization sampling results confirm that soils to be removed from the northern portion of historical Parcel 28 (i.e., the footprint of the former railway storage yard/metal junk yard) qualify as non-hazardous for toxicity, reactivity, corrosivity, ignitability, and total PCBs.

Previous Environmental Activities Completed

☒ Phase I ☒ Phase II ☒ BEA ☐ Remediation ☐ None ☐ Unknown

While remediation has occurred on portions of the broader Water Street Redevelopment Area, remediation has not occurred in the Components 1 and 2 areas specifically.

Please describe environmental conditions:

***Proposed PCB Cleanup Site, southeastern portion of historical Parcel 26*: Between September 1999 and August 2017, subsurface investigations conducted by Environmental Consulting & Technology, Inc. (ECT), The Traverse Group, ASTI Environmental (ASTI), and AKT Peerless involved the collection of 514 soil samples from 321 sample locations across an approximately ten-acre portion of the subject property for laboratory analyses including PCBs. PCBs were identified at concentrations greater than 10 ppm in 19 soil samples collected from 14 locations (i.e., 4% of samples or 4% of sample locations). Fifteen of the 19 soil samples in which PCBs were identified at concentrations greater than 10 ppm were collected from the proposed PCB cleanup site, while the remaining four soil samples were collected from soil sample locations outside of the proposed PCB cleanup site. PCBs were identified at concentrations greater than 50 ppm in five soil samples**

collected from five soil boring locations at the subject property (i.e., 1.6% of samples or 1.0% of sample locations), and each of these boring locations were within the proposed PCB cleanup site. AKT Peerless conducted supplemental site characterization activities within the proposed PCB cleanup site in November 2020 to (1) improve confidence in the location and lateral and vertical extent of PCB soil contamination at concentrations greater than 50 ppm, and (2) reasonably satisfy TSCA site characterization standards found at 40 CFR Part 761, Subpart N to budget and facilitate the eventual excavation and off-site disposal of this soil contamination. Based on the results of the November 2020 subsurface investigation, approximately 180 cubic yards (or roughly 315 tons) of soil impacted with PCBs at concentrations up to and exceeding 50 ppm were identified.

***Northern portion of historical Parcel 28*: Between September 1999 and March 2016, ECT, The Traverse Group, ASTI, and AKT Peerless advanced approximately 45 soil borings across the northern portion of historical Parcel 28 (i.e., the footprint of the former railway storage yard/metal junk yard. Based on the results of these investigations, lead and/or PCBs were identified in surficial or near-surface soil samples at concentrations exceeding applicable Part 201 Generic Non-Residential Cleanup Criteria protective of human health at various sample locations across the southern half of the investigation area. Other contaminants (e.g., additional metals, volatile organic compounds, semi-volatile organic compounds, cyanide) have been identified in soil samples collected from the northern portion of historical Parcel 28 at concentrations less than applicable Part 201 Non-Residential Cleanup Criteria protective of human health.**

Please provide cloud links to any relevant environmental reports.

AKT Peerless' April 2016 Phase II ESA:

https://aktpeerless.sharefile.com/d-s8e2818b98a524e3b9d9067fe0d9923b7

AKT Peerless' June 2016 Walking Path Evaluation Phase II ESA:

https://aktpeerless.sharefile.com/d-s698ed695c48b48a0844c23a868d1386c

AKT Peerless' March 2021 Supplemental Phase II ESA (PCB Site Characterization Report):

https://aktpeerless.sharefile.com/d-s94b3d43c6dac4113827cf1ca1fee5030

Application Information

Please describe how the request satisfies the current LBRF policy standards related to Smart Growth Principles, 2015 Housing and Affordability and Economic Equity Analysis, potential for new tax base, location within a downtown or existing commercial or industrial areas, new job creation, positive environmental impact, and blight removal: **The proposed activities are intended to promote the redevelopment of the subject property. The City of Ypsilanti has taken the initiative to facilitate the redevelopment of the subject property to eliminate and prevent blight, support economic development, create jobs, create vibrant and walkable neighborhoods, remediate environmental contamination, and increase and enhance public access to the Huron River. Currently, a private developer has not been identified; however, the City of Ypsilanti has received interest to develop a mixture of uses, including affordable housing.**

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Community Impact

Please describe the impact you feel your proposal will have on the community: **There are no other opportunities for a potential development of this scale available in the City. With approximately 38 acres along the Huron River directly between Depot Town and Downtown the mixed-use possibilities are almost endless. City taxpayers are burdened by a millage to pay debt service on the parcel and it has sat vacant for decades. Finding the right developer and attracting private investment is one of the greatest opportunities available to the City. The potential community impact is a combination of tax relief to residents, added tax revenue for the city, added jobs and affordable housing.**

Need for LBRF Funding

Please describe why this funding is necessary for project feasibility: **As noted above, hazardous PCB soil contamination has been identified within the proposed PCB cleanup site (i.e., Component 1). There are also high concentrations of lead and one area of elevated PCB concentrations in soil within an adjacent former railway storage yard/metal scrap yard (i.e., Component 2). These contamination “hot spots” make development less feasible and unattractive for private investment. The City has $150,000 in TIF capture to spend on this remediation work but the estimated costs for Components 1 and 2 is $1,131,250, resulting in $981,250 needed to meet the funding gap for this project.**

Project Funding

Approximately $20 million in funds have been spent for the acquisition, remediation, demolition and investigation activities since 2000. These sources of funding include City of Ypsilanti bonds,

general fund and Federal, State and Local grants. A Brownfield Plan was approved by the WCBOC on February 18, 2015 including approximately ~$18.4 million in eligible activities and interest. The property is currently capturing TIR from a development. In 2016 the WCBRA awarded $200,000 to the City of Ypsilanti to remediate various contaminants along the recently constructed Water Street Trail along the Huron River. Between August 2020 and March 2021, City of Ypsilanti funded a Supplemental Phase II ESA PCB Site Characterization Report for approximately $30,000. The purpose of this activity was to clearly delineate the PCBs of concern and develop accurate cost estimates included in this application as Component #1. Additionally, the City of Ypsilanti is purposing the use of TIR in the amount of $99,000 for Component #1 and $51,000 for Component #2. This totals $180,000 in funds committed by City of Ypsilanti.

SITE MAP WITH SOIL BORING LOCATIONS AND PCB SOIL ANALYTICAL RESULTS PROPOSED PCB CLEANUP SITE

WATER STREET REDEVELOPMENT AREA
4 WATER STREET
YPSILANTI, MICHIGAN

PROJECT NUMBER : 88088-15-20

AKTPEERLESS ENVIRONMENTAL SERVICES
www.aktpeerless.com

DRAWN BY: MST
DATE: 03/19/2021

FIGURE 2

Washtenaw County Brownfield Redevelopment Authority

Local Brownfield Revolving Fund (LBRF) Policy

Purpose: The Washtenaw County Brownfield Redevelopment Authority (WCBRA) established a Local Brownfield Revolving Fund (LBRF) to assist with brownfield projects in WCBRA member communities. This policy is hereby adopted to guide review of applications for LBRF loan or grant funds in support of brownfield activities.

The WCBRA intends to utilize LBRF funds to most effectively advance the goals of the program, stated herein. The Local Brownfield Revolving Fund is capitalized from dedicated tax increment revenue (TIR) captured from projects within member communities of the Washtenaw County Brownfield Authority. Therefore, revenues accruing to the LBRF may not necessarily be awarded geographically in the same proportion as the LBRF TIR was captured.

The WCBRA may seek reimbursement of some or all grant funds using Tax Increment Financing as part of the approved Brownfield Plan for the project, and will utilize Tax Increment revenues for repayment of loans.

Application Eligibility

Below is a table that indicates program eligibility for different organizations. Please note that of all the eligible entities below, private developers are not eligible for grants.

LBRF Eligibility Table

	Local Unit of Government	Non-Profit Organization	Economic Development Organization	Land Bank	Private Developer
Grant	Yes	Yes	Yes	Yes	No
Loan	Yes	Yes	Yes	Yes	Yes

Eligible Activities

The LBRF will be used to further the purpose of the Program, which is to facilitate the redevelopment of previously developed sites classified as a "facility", historic resource, functionally obsolete or blighted, or as otherwise eligible, as defined in PA 381 of 1996, as amended (Act 381).

The LBRF may be used only to pay the costs of eligible activities on eligible property that is included in an approved Brownfield Plan, as defined in Act 381. The WCBRA may prioritize applications for available funds, is under no obligation to fund all or any projects, and shall review each application on a case-by-case basis.

LBRF Program Requirements

- LBRF *grant* and *revolving loan* funds may only be used to support redevelopment of brownfields in Washtenaw County communities that have joined the WCBRA.
- LBRF funds may be used by the WCBRA to conduct eligible activities when such use is deemed necessary to encourage redevelopment of a brownfield site.
- The awarding of loans or grants, and the amount of the award, shall be solely at the discretion of the WCBRA.
- Grants may be awarded to an eligible entity only to finance Act 381 eligible activities on sites that will be tax-exempt after redevelopment.
- Grant and loan recipients must not be a liable party, as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act (PA 451 of 1994, as amended).
- All awards of LBRF funds are contingent on successful adoption of a Brownfield Plan, which establishes site eligibility and includes all eligible activities and costs that will be funded by the LBRF grant or loan.
- LBRF Grants and Loans will not exceed the current maximum amount as established from time to time by the WCBRA and will be prioritized to fund mitigation of conditions that pose an imminent public health threat, environmental response activities, due care activities, due care assessments, and environmental due diligence, in that order.

- In addition to general requirements, the following apply to LBRF loans:
  - LBRF loans are intended to support development projects that are demonstrated to be economically viable to the satisfaction of the WCBRA, and will create additional tax base for the host community and County. The WCBRA may request project financial information suitable for project and developer viability evaluations.
  - Only one loan will be awarded to each project.

- No loan for any project will be issued in an amount exceeding $1,000,000 or the amount available in the LBRF, whichever is less.

- The repayment period for each loan will be negotiated, but generally will not exceed 15 years. The loan interest rate, amortized over the loan period from the date of first payment, shall be 50 percent of the Wall Street Journal Prime Rate on the date of loan closing. To accommodate project economics, the date of first payment may be deferred up to the date of first TIR reimbursement of eligible costs under the approved Brownfield plan, but deferral shall not exceed three years after the loan closing date without prior approval of the WCBRA.

- Any Loan approval is contingent upon execution of a Loan Agreement and Security Agreement between the applicant and the WCBRA that details all aspects of the loan.

LBRF Funding Review Criteria

- The extent to which the project reduces the extent, migration, and/or exposure to environmental contamination.

- The project will remove significant blight from a property.

- The extent to which the project effectively addresses or intervenes in an immediate real or potential public health threat.

- The extent to which the funds support stated affordable housing goals in the 2015 Housing Affordability and Economic Equity Analysis, as applicable.

- The degree to which the project meets Smart Growth Principles.
  smartgrowth.org/smart-growth-principles

- Funding or funding commitments sufficient to complete the project are available.

* The following additional criteria will be used for LBRF loans:

  - Additional financial security may also be requested by the WCBRA for loans.

  - Location of the site within traditional downtowns and existing commercial and industrial areas.

  - The number of local temporary and permanent jobs created as a result of the redevelopment.

LBRF Application:

- An LBRF application, which must provide a project description and how funding is critical to the project and consistent with WCBRA policies and procedures (link: http://bit.ly/1P4hnFA), is required for any LBRF request.
- For LBRF loans, a non-refundable application fee of $1,000 is required.

Adopted August 7, 2014 by the Washtenaw County Brownfield Redevelopment Authority

Revised and Re-Adopted December 3, 2015

Revised and Re-Adopted March 3, 2016

Revised and Re-Adopted May 4, 2017

Revised and Re-Adopted August 2, 2018

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program
APPLICATION FORM

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Municipal and Non-Profit sites are eligible for 100% of the cost of eligible assessment activities, up to $15,000, and privately-owned sites are eligible for 50% of the cost, up to $15,000. Higher awards may be given on a case-by-case basis.

Type of Application

☐ Publicly-Owned or Non-Profit-Owned Property

☒ Privately-Owned Property

☐ Site is located within a Low or Very Low Opportunity Area, within the Washtenaw County Opportunity Index

Owner Information

Property Owner: 3515 Broad St. LLC. Contact: Tom May

Property Address: 3515 Broad St. Phone No.: TOM@tinbear.dev

Property Tax ID #: 08-03-31-475-011

Applicant Information

Applicant Name: City of Dexter Phone No.: 734-580-2233

Address: 8123 Main St, 2nd Floor, Dexter, MI 48130

Developer (Entity) Name (if different than applicant): ______

Project Information

Project Name: Potential City Offices

Project Description: ______

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Property Information

Previous Owners: Johnson Backus, Daniel Hoey, City of Dexter, Gilbert Company General Contractors Inc., 3515 Broad St LLC

Historic Property Uses: lumber mill, lumber storage, Grain Elevator, coal storage, sheetrock storage, salt storage, Hardware and oil distribution + storage;

Property Acreage: 1.20 acres

Zoning: PUD - w/ VR, village residential underlying

Surrounding Land Use: (W) industrial (N+E) residential, Rail road (S)

Proposed Environmental Activities:

	Estimated Cost
☑ Phase I	
☑ Phase II	
☐ BEA Report	
☐ Due Care Plan	
☐ Hazardous Material Survey	
TOTAL	

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: Phase I 10/15/1998 Phase II April 20, 1999 - no additional investigation of site was recommended

Please describe environmental conditions: Analytical results of sampling (soil + ground H_2O) showed contaminant levels below the MDEQ Generic Residential Cleanup Criteria limits for VOCs, lead + SVOCs.

Please provide cloud links to any relevant environmental reports.

attached to Application

Please return the completed form and attachments to:

Nathan Voght
Economic Development Specialist
Washtenaw County Office of Community and Economic Development
415 W. Michigan Ave.
Ypsilanti, MI 48197
734-660-1061
voghtn@washtenaw.org

3515 Broad St

0 50.00 100.0 200.0 Feet

1: 1,200

3/25/2021

NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

Geographic Information System

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

ASTI ENVIRONMENTAL

Investigation • Remediation
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10448 Citation Drive, Suite 100
Brighton, MI 48116

Mailing Address:
P.O. Box 2160
Brighton, MI 48116-2160

800 395-ASTI
Fax: 810.225.3800

www.asti-env.com

March 3, 2021

Ms. Michelle Aniol
City of Dexter
8140 Main Street
Dexter, MI 48130

RE: Phase I Environmental Site Assessment, 3515 Broad Street, Dexter, Michigan (ASTI Proposal #BMK030321-1)

Dear Michelle:

Thank you for your interest in the environmental services offered by ASTI Environmental (ASTI). Per the information provided, this letter is a cost quotation to conduct a Phase I Environmental Site Assessment (ESA) for the above referenced property. It is our understanding that the site is developed with two vacant commercial buildings. It is also our understanding that the Phase I ESA is to be used to satisfy one of the requirements to qualify for Comprehensive Environmental Response, Compensation, and Liability Act landowner liability protections and for a purchase.

Phase I Environmental Site Assessment
ASTI will complete a site assessment at the above site according to the *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* issued by the American Society for Testing and Materials - E1527-13.

Per *ASTM E1527-13*, *Section 6, User Responsibilities,* a search for environmental liens is required by the User through a search of title documents or other judicial records. If the required search for liens cannot be achieved through User-provided documentation, ASTI can obtain the liens search. Additional fees may apply which can be authorized through the Change Order process. Note: Michigan participates in the Superfund Super Lien program, which is accepted by many lenders and institutions as meeting the Section 6 requirement.

Please note that various lenders have specific requirements affecting the scope of a Phase I investigation and the format of the final report. Since you have not indicated a lender for this project, this proposal is not intended to comply with the requirements of any specific lender. If a lender for this project has specific requirements, the scope of this investigation can be changed prior to our site visit. Changes in scope required by a lender may result in additional costs.

Additional non-scope services such as asbestos-containing materials and lead-based paint are not included in this proposal.

Report
At the completion of the assessment, one electronic copy of the final report will be provided. The report will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of all supporting materials.

If you require a paper copy of the report, this must be identified before delivery of the report. After that time, additional paper copies of the report can be provided at a cost of $80 per copy. Meetings or additional copies of the report are not included in the project costs below, but can be provided on request.

The results of this assessment and any material provided by you will be kept confidential and will not be provided to third parties without your prior written authorization.

Schedule
The final report will be provided four weeks after project award, assuming that the materials requested below are available.

Required Materials
In order to initiate the project, we require authorization in the spaces provided at the end of this proposal. We will schedule this project upon receipt of a signed copy of this proposal or a purchase order referencing this proposal.

In order to begin site review activities for this project we request a site plan or mortgage survey, a legal description, the applicable Sidwell No., and a contact for site access. In addition, ASTI will provide an ASTM E1527 User Questionnaire and an Owner Questionnaire. Additional information may be requested from the User, Site Manager, and/or Seller representative during the investigation.

Fee
Our fee for conducting the Phase I ESA discussed in this proposal is provided below. The Phase I services will be provided on a fixed-fee basis. Any additional work outside the above scope of services will be performed at our standard fees; however, any additional work will not be performed without your

prior authorization. This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement. This proposal is firm for 90 days from the above date.

Service	Fixed Fee
Phase I ESA	$2,200

Additional site visits required to access all or part of the existing structures or property that was not accessible during the scheduled site inspections will be charged at $500 per visit.

Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at **800.395.ASTI**. We greatly appreciate the opportunity to work with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL

Brian Kuberski
Environmental Professional

Client Authorization
ASTI File BMK030321-1

____
Signature

____
Print Name

____
Print Title

Date______________________________

For: **City of Dexter**

- ☐ C Corporation
- ☐ S Corporation
- ☐ LDHA
- ☐ Other:
- ☐ PLLC
- ☐ LLC
- ☐ LP

Federal ID Number_______________

Phone Number__________________

Email___________________________

Attachment A
Terms and Conditions

ASTI Environmental (CONSULTANT) shall perform for City of Dexter (CLIENT) the services described in the proposal titled *Phase I Environmental Site Assessment, 3515 Broad Street, Dexter, Michigan*, and dated March 3, 2021 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI File No. BMK030321-1). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL.

The services will be performed on behalf of and solely for CLIENT'S exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. Except as set forth herein, CONSULTANT makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by CONSULTANT to CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT's performance of its services or could pose potential hazardous conditions or risk to the health or safety of CONSULTANT's employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated the PROPOSAL, billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

Unless otherwise stated in the PROPOSAL, notice of cancellation of these services must be provided to CONSULTANT within 5 business days, and upon cancellation CLIENT will be charged 10 percent of PROPOSAL amount or at our standard fees for actual time, reimbursables and expenses incurred, whichever is greater. The PROPOSAL will remain in effect for a period of 30 days.

SITE ACTIVITIES

CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricing will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS

CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY

Except for circumstances caused by the willful misconduct of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed $1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

CLIENT shall indemnify CONSULTANT from and against claims associated with or arising out of hazardous substances or other environmental conditions at the subject property, except to the extent of any release of a hazardous substance caused by CONSULTANT at the subject property.

COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.

CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.

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10448 Citation Drive, Suite 100
Brighton, MI 48116

Mailing Address:
P.O. Box 2160
Brighton, MI 48116-2160

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Fax: 810.225.3800

www.asti-env.com

March 25, 2021

Ms. Michelle Aniol
Community Development Manager
City of Dexter
8140 Main Street
Dexter, MI 48130

RE: Limited Phase II Environmental Site Assessment, 3515 Broad Street, Dexter, Michigan (ASTI Proposal #BMK032521-1)

Dear Ms. Aniol:

Thank you for your interest in the environmental services offered by ASTI Environmental (ASTI). Based on the information provided, this letter is a cost quotation to conduct Environmental Due Diligence to support purchase of the above referenced property (Subject Property). It is our understanding that the Subject Property is a single parcel developed with two commercial buildings.

ASTI reviewed documents provided by the City of Dexter for the Subject Property consisting of a Phase I Environmental Site Assessment (ESA) dated October 15, 1998 and Phase II ESA dated April 19, 1999 completed by Quantum Environmental, Inc. This proposal is based on these reports and assumes that they are representative of site conditions and historical site uses. The Phase I ESA identified the following Recognized Environmental Conditions (RECs).

- An underground storage tank was depicted on the Subject Property in a 1912 Sanborn Fire Insurance Map
- Prior use of the Subject Property as a retail location for fuel oil

The Phase I ESA recommended a subsurface investigation including a geophysical survey regarding the RECs. In addition to the RECs identified in the Phase I ESA, ASTI also considers the historical use of coal storage and rail spurs on the Subject Property as RECs. Additional RECs may be identified with the completion of a new Phase I ESA provided in a prior proposal

The 1999 Phase II ESA consisted of the completed of 7 soil borings with the collection of 14 soil samples. The Phase II ESA did not include a geophysical survey. Three of the soil boring locations were indicated as placed near the UST depicted in the 1912 Sanborn map and the other soil borings were spaced out over the Subject Property to provide a general coverage. Soil analytical results reported lead in each sample below the current State of Michigan Part 201 Generic Residential Cleanup Criteria (GRCC). The volatile organic compound (VOC) vinyl chloride was detected in one soil sample above the GRCC near the southern building. The report indicated that the vinyl chloride detection was not considered significant because vinyl chloride was considered a break down product and no other compounds were detected in the sample.

The objective of this investigation is to identify if environmental impacts have occurred on the Subject Property from historical uses onsite to determine due care requirements, and to provide documentation for the innocent landowner or bona fide purchase defense under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

Scope of Services

As discussed during our phone conversation, the following tasks will be completed for this project. Please note that this scope of services may change based on the results of any of the proposed tasks. If additional site features or conditions are identified that require a change of scope, you will be contacted for approval prior to implementing that change.

ASTI will require access to all areas of the Subject Property. Due to the current COVID 19 restrictions regarding minimizing contact between individuals, ASTI would prefer to inspect the Subject Property when it is unoccupied. If that is not practicable, ASTI will adhere to the State of Michigan's and Center for Disease Control's (CDC) protocol for minimizing contact between individuals and we will also review any guidance documents that you or the building owner may make available.

<u>Geophysical Survey</u>

Based on a review of the historical documentation from the 1998 Phase I ESA a orphaned UST may be present at the Subject Property in the area depicted on a 1912 Sanborn map. A geophysical survey will be conducted to determine if there are any subsurface anomalies that suggest an abandoned UST is present at the Subject Property in the area of the 1912 depicted UST. The geophysical survey will include both an electromagnetic (EM) survey and ground penetrating radar (GPR) survey of select exterior portions of the Subject Property.

Note that to adequately survey the suspect area, any parking lots or equipment storage areas will need to be vacant at the time of the survey. Any vehicles or significant quantities of metal materials remaining in the survey areas will limit the ability of the geophysical equipment to obtain readings within approximately five feet of any metal. In addition, areas with rebar reinforced concrete may inhibit the use of the electromagnetic survey of the Subject Property. The ground penetrating radar can be limited due to above ground interferences and subsurface conditions such as shallow groundwater, clay soils with high moisture content, buried objects, and rebar concrete.

Limited Phase II ESA Investigation

ASTI is proposing to complete 8 soil boings at the Subject Property to address the identified RECs and soil and groundwater impacts identified in the Phase II ESA described above. If groundwater conditions are encountered, ASTI will install up to 2 temporary monitoring wells in selected soil borings. If additional RECs requiring investigation are identified if a Phase I ESA is completed, we will provide a modified scope of services and cost.

Sampling and analysis will be conducted consistent with United States Environmental Protection Agency (US EPA) and EGLE guidelines. All soils extracted from the borings will be visually inspected and screened with a photo-ionization detector (e.g. PID) for the presence of VOCs. The soil borings will be completed to evaluate the site lithology and to collect samples for laboratory analyses.

The soil borings will be completed using a hydraulic direct-push drill rig. The soil borings will be advanced to the approximate depths of 8 to 20 feet below ground surface (bgs). Soil collected with the rig will be extracted from the boreholes in acetate sleeves contained in 4- or 5-foot sections. One soil sample will be collected from each soil boring for laboratory testing for the constituents described below. The actual depth of the soil samples collected will be selected based on the site-specific geologic conditions, field observations, and PID measurements.

If groundwater is encountered, up to two of the soil borings will be completed as temporary groundwater monitoring wells for the collection of groundwater samples. A groundwater sample will be collected in addition to a soil sample. Low-flow sampling techniques will be used to collect the groundwater samples. The well locations will not be surveyed for the collection of groundwater elevation data. Groundwater samples will be analyzed for the same compounds listed below.

The following table summarizes our proposed sampling and analysis program. Additional detail is provided below.

Feature to Investigate	**Number of Sample Locations**	**Sample Analyses**
Location of the detection of vinyl chloride in 1999	1 soil boring to 20 feet	1 soil sample for VOCs and PNAs 1 Water sample for VOCs and PNAs

Feature to Investigate	Number of Sample Locations	Sample Analyses
Former coal storage area	2 soil borings to 8 feet	2 soil sample for VOCs, PNAs, PCBs, and RCRA 8 metals
UST depicted on 1912 Sanborn map and based on geophysical survey findings	1 soil boring to 20 feet	1 soil sample for VOCs, PNAs, and lead 1 groundwater sample for VOCs, PNAs, and lead
Former rail spurs and storage areas	4 soil borings to 8 feet	4 soil samples for VOCs, PNAs, PCBs, and RCRA 8 metals
QA/QC	2 – 1 methanol blank and 1 soil duplicate	VOCs, PNAs, PCBs, and RCRA 8 metals

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated Biphenyls
RCRA 8 = Arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver

Quality assurance/quality control (QA/QC) samples will be collected as described listed above. If lead is detected in any sample at a concentration greater than 75 mg/kg, that sample will be additionally analyzed for fine and coarse lead fractions, which will be an additional charge as indicated below.

After completion of soil boreholes/wells, the boreholes/well locations will be backfilled to near grade with soil cuttings and/or bentonite. ASTI will then patch the surface of any existing hard surface with either asphalt cold patch or concrete, as appropriate.

Investigation derived wastes will be placed back in the soil boring hole or into the temporary well. The cost of proper transport and disposal of investigation derived wastes is not included in this proposal.

Limited Phase II ESA Investigation Report
At the completion of the assessment, one electronic copy of the final report will be provided. The report will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of all supporting materials. The soil sampling laboratory analytical results will be compared to the GRCC.

If you require a paper copy of the report, we must be notified before delivery of the above referenced report. After that time, additional paper copies of the report can be provided at a cost of $100 per copy. Meetings or additional copies of the report are not included in the project costs below but can be provided on request.

Limited Phase II Investigation Schedule
The investigation can be scheduled within approximately 10 business days of

authorization to proceed. Laboratory analysis will require approximately 10 business days. The final report will be provided approximately 10 business days after receipt of the laboratory testing results. Expedited analysis can be provided at additional cost.

Baseline Environmental Assessment

If contamination is identified above the residential cleanup criteria, then the Subject Property is a facility as defined by Part 201 of Act 451 and a Baseline Environmental Assessment (BEA) can be completed for the purchaser in order to provide statutory liability protection under state regulations. The BEA will describe the Limited Phase II ESA Sampling and previous environmental investigations conducted on the Subject Property to define the identified impacts.

Special Considerations

Please note that if polychlorinated biphenyls are detected in the soil on the Subject Property, at a level or from a source which are regulated under Title 40 Code of Federal Regulations, Chapter I, Subchapter R-Toxic Substance Control Act (TSCA), Subpart 761 (40 CFR 761), a BEA will not provide liability protection or negate the purchaser's responsibility for obligations and cleanup under TSCA.

Please also note that if the Subject Property is a RCRA Corrective Action Site, a BEA will not provide liability protection.

BEA Report

One electronic copy of the BEA would be issued. An additional paper copy will be submitted to EGLE with the required notifications. Per EGLE requirements, this report must be completed within 45 days after purchase or occupancy and must be submitted to EGLE within 6 months of purchase or occupancy.

This proposal assumes the BEA will be completed for only one entity. Additional BEAs for additional entities can be completed at the request of the client at a cost of $400 each. Please indicate if you would like to include additional entities below.

If you require a paper copy of the report, we must be notified before delivery of the report. After that time, additional paper copies of the report can be provided at a cost of $150 per copy. Meetings or additional copies of the report are not included in the project costs below but can be provided on request.

BEA Schedule

The BEA can be completed approximately 10 business days after receipt of the complete analytical data from the Limited Phase II Investigation described above.

Documentation of Due Care Compliance

Purchasers of a facility that follow the procedures of Part 201 and have not caused the impact are not liable for any historic contamination identified. However, in accordance with Part 201, a person who owns a property and has knowledge that it is a facility must prepare a written Documentation of Due Care Compliance (DDCC) and must comply with the following due care obligations:

- Undertake measures as necessary to prevent exacerbation of the existing contamination.
- Exercise Due Care by undertaking response activities necessary to mitigate unacceptable exposure to hazardous substances and allow for the intended use of the facility in a manner that protects public health and safety.
- Take reasonable precautions against the foreseeable acts or omissions of a third party and the resultant consequences of those acts or omissions.
- Provide reasonable cooperation/access to persons conducting cleanup.
- Comply with established land use or resource use restrictions.
- Refrain from interfering with restrictions or response activities.

ASTI will prepare a Due Care Plan to describe measures that will be taken to avoid exacerbating contamination, prevent or mitigate exposures to contamination, and to guard against acts or omissions of a third party. This proposal assumes that the DDCC will not be provided to EGLE for review and approval but will be implemented as part of a voluntary closure. If an EGLE review is required, or a regulatory agency "No Further Action Letter" is required, additional costs will apply. Additional assessment or mitigation may be needed for the completion of the Due Care Plan based on the results of the Limited Phase II ESA described above. The costs for the Due Care Plan do not include that additional investigation or any mitigation design or meetings with EGLE.

DDCC Report
One electronic copy of the DDCC will be provided within the cost of this project. Please note that the DDCC must be maintained at the Subject Property.

If you require a paper copy of the report, this must be identified before delivery of the above referenced report. After that time, additional paper copies of the report can be provided at a cost of $100 per copy. Meetings or additional copies of the report are not included in the project costs below but can be provided on request.

DDCC Schedule
The DDCC can be completed approximately 10 business days after completion of the BEA unless additional assessment or mitigation is needed. ASTI will need to be provided information on the final site plan and intended use of the Subject Property for completion of the Due Care Plan

Required Materials
In order to initiate the project, we require authorization in the spaces provided at the end of this proposal, or a signed purchase order. We will schedule this project upon receipt of the signed copy of this proposal or the signed purchase order referencing this proposal.

We require a legal description, a list of all parcel numbers or Sidwell numbers, a final site plan and a description of the intended use of the Subject Property.

We require a signed access agreement before we conduct any on-site activities. As the building is owned by another entity you will be responsible for obtaining that access agreement. This proposal assumes that the current owner will be cooperative in providing site access and allow soil borings to be advanced on the Subject Property and within the subject building as described above.

Prior to conducing any subsurface activities, ASTI will contact the MISS DIG system to locate public utilities. The client will assure that the current owner will mark the locations of all privately owned subsurface utilities and UST components (i.e., vent piping, product piping, electrical control lines, etc.) on or beneath the Subject Property in the area of the investigation prior to any site investigation activities. If necessary, the current owner will contract a utility making service to mark these privately owned subsurface utilities and/or UST components. ASTI will not be responsible for any resulting property damages related to damaging utility lines during subsurface drilling and field operations.

Confidentiality
The results of this assessment and any material provided by you will be kept confidential and will not be provided to third parties without your prior written authorization.

Fee
Our fees for conducting the services discussed in this proposal are provided below. These fees are based on the tasks, deliverables, and assumptions described in this proposal, and any changes in the tasks, deliverables, or assumptions may result in changes to project costs. These services will be invoiced on a fixed fee basis, with the exception of any additional fine/coarse lead fraction analysis required. Any additional work outside the above scope of services will be performed at our standard fees; however, any additional work will not be performed without your prior authorization.

Task	Fixed Fee
Soil Sampling, Analysis, & Geophysical Survey	$9,600
Groundwater Sampling and Analysis	$850
Limited Phase II ESA Report	$1,400
Baseline Environmental Assessment	$2,100
DDCC	$2,000

Optional Service	*Estimated Fee*
Fine/coarse lead fraction Analysis ($85 per sample)	*TBD*

Please initial all that apply:

Additional Items	*Agreed*
Please complete an additional BEA for a separate entity that will own or operate on the property at a cost of $450. The entity name is: ______________________	

Additional site visits required to access all or part of the existing structures or property that was not accessible during the scheduled site inspections will be charged at $500 per visit.

This proposal is firm for 90 days from the above date.

This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement. The proposal, terms and conditions, and payment requirements specified in the proposal are applicable to the party that the proposal is addressed to. If a different party will be executing the proposal, please contact ASTI to determine if a change in the terms and conditions and payment requirements will be required prior to authorization.

Your acceptance of this proposal indicates that the terms, conditions, and provisions of this proposal are understood, including payment to ASTI upon receipt of the invoice. Unless otherwise provided in writing, your acceptance of this proposal indicates that the billing address is the same as listed in the proposal.

Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at **800.395.ASTI**. We greatly appreciate the opportunity to work with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL

Brian Kuberski
Environmental Professional

Signer below indicates that they are an authorized representative of the Company and by signing indicates that they are engaging the above services for the Company.

Client Authorization

ASTI File BMK032521-1

____
Signature

____
Print Name

____
Print Title

Date___________________________

For: **City of Dexter**

- □ C Corporation
- □ S Corporation
- □ LDHA
- □ Other:
- □ PLLC
- □ LLC
- □ LP

Federal ID Number_______________

Phone Number__________________

Attachment A
Terms and Conditions

ASTI Environmental (CONSULTANT) shall perform for City of Dexter (CLIENT) the services described in the proposal titled *Limited Phase II Environmental Site Assessment, 3515 Broad Street, Dexter, Michigan*, and dated March 25, 2021 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI File No.BMK032521-1). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL.

The services will be performed on behalf of and solely for CLIENT'S exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. Except as set forth herein, CONSULTANT makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by CONSULTANT to CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT’s performance of its services or could pose potential hazardous conditions or risk to the health or safety of CONSULTANT’s employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated in the PROPOSAL, billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

Unless otherwise stated in the PROPOSAL, notice of cancellation of these services must be provided to CONSULTANT within 5 business days, and upon cancellation CLIENT will be charged 10 percent of PROPOSAL amount or at our standard fees for actual time, reimbursables and expenses incurred, whichever is greater. The PROPOSAL will remain in effect for a period of 30 days.

SITE ACTIVITIES
CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricing will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS
CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY
Except for circumstances caused by the willful misconduct of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed $1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

CLIENT shall indemnify CONSULTANT from and against claims associated with or arising out of hazardous substances or other environmental conditions at the subject property, except to the extent of any release of a hazardous substance caused by CONSULTANT at the subject property.

COMPLIANCE WITH LAWS
CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.

CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.

DAB PROPERTY CONSULTING, LLC
11548 EAST SHORE DRIVE WHITMORE LAKE, MI. 48189
PHONE: 810 599 8754 EMAIL dbrewer2118@charter.net

March 23, 2021

Nathan Voght
Economic Development Specialist
Washtenaw County Office of Community and Economic Development
415 W. Michigan Ave
Ypsilanti, Michigan 48197

Dear Mr. Voght,

Mr. Muir is a small business owner who resides is Whitmore Lake and was looking to expand his Brighton Auto Repair Business to another location and chose Whitmore Lake when George's Auto Repair was going on the Market.

Mr. Muir purchased the property 8715 – 8719 Main Street Whitmore Lake, Michigan 48189 in May of 2020 and formed Muir Main Street Auto Repair. First National Bank of Howell financed the purchase and required a phase 1 and phase 2 to be completed prior to the closing. The BEA was completed as a portion of the Environmental findings.

The redevelopment that has occurred is significant. Extensive improvements to the building and property and the necessary house-keeping issues left behind by Mr. Thur (the previous owner) have made a tremendous difference. The property now welcomes visitors and residents to the Main Street corridor and to the Whitmore Lake Area and is performing as active Auto repair business, "Muir's Whitmore Lake Auto Repair". In the small community of Whitmore Lake (Northfield Township) the improvements are recognized and are encouraging others to make improvements. The treating of the contamination from the VOCs and PNAs will reduce any public health risks in the area and/or on the property. The investment may seem small in comparison to some of the other grant projects that have received awards, but to Mr. Muir it is large. By awarding a grant to Mr. Muir it may encourage others to take the necessary steps to clean up their properties when they realize grants are available.

The VOCs and PNAs that require additional Environmental work are progressing. In the Environmental reports the immediate to the North is where a Gasoline Station was located. The records show previous (and current) property owner(s) have not cooperated with the MDEQ (now EGLE) and violations have gone on since 1991 and have not been attended to. This may be a contributing factor to the VOCs and PNAs that have exceeded the limits of Act 201 and are now requiring mitigation. Three underground tanks were removed in 1999, but there is no mention to the status of the lines delivering the fuel to the pumps. It is also rumored that an additional underground tank that was not registered may still be buried on the adjoining property line of the two parcels. That location is close to where soil boring number 1 was taken. If there are additional questions, please contact me.

Respectfully,

Dale A Brewer
DAB PROPERTY CONSULTING, LLC

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program
APPLICATION FORM

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Municipal and Non-Profit sites are eligible for 100% of the cost of eligible assessment activities, up to $15,000, and privately-owned sites are eligible for 50% of the cost, up to $15,000. Higher awards may be given on a case-by-case basis.

Type of Application

☐ Publicly-Owned or Non-Profit-Owned Property

X Privately-Owned Property

☐ Site is located within a Low or Very Low Opportunity Area, within the Washtenaw County Opportunity Index

Owner Information

Property Owner: MUIR MAIN STREET LLC Contact: DALE BREWER (AGENT or ERIC MUIR (owner)

Property Address: 8715-8719 MAIN STREET WHITMORE LAKE

Phone No.: DALE BREWER 810 599 8754 / ERIC MUIR (810-623-4999)

Property Tax ID #: B-02-08-250-018

Applicant Information

Applicant Name: MUIR MAIN STREET LLC Phone No.: 810 – 623 - 4999

Address: 70 LAKEVIEW DRIVE WHITMORE LAKE

Developer (Entity) Name (if different than applicant): ______

Project Information

Project Name: MUIR MAIN STREET, LLC

Project Description: ADDITIONAL ASSESMENT(S) / TESTING NECESSARY FOR PREPARING A DUE CARE PLAN. IF RESULTS INDICATE A PRESSURE FIELD EXTENSION IS NECESSARY A SUBSURFACE RADIUS FOR THE TWO (2) BUILDINGS.

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment. ***(ATTACHMENT ONE (1)***

Property Information

Previous Owners: GEORGE THUR – 2005 through 2020
MICHIGAN REAL ESTATE LIMITED PARTNERSHIP - 1986 TO 2005
ADDIONAL HISTORY PROVIDED ON ATTACHMENT TWO (2)

Historic Property Uses: VEHICLE REPAIR FACILITY AND AUTO PARTS STORE

Property Acreage: .603 ACRES

Zoning: GC – GENERAL COMMERCIAL Surrounding Land Use: See Attachment THREE (3)

Proposed Environmental Activities:

	Estimated Cost
X $Phase I	COMPLETED ($2,200.PAID)
x Phase II	$ COMPLETED ($7,900. PAID)
X BEA Report	$ COMPLETED ($2,100.PAID)
X Due Care Plan	$7,200.00
☐ Hazardous Material Survey	
TOTAL	$7,200.00 DUE CARE PLAN COSTS

Please attach a price quote from a qualified environmental firm. ***(ATTACHMENT FOUR (4)***

Please describe Previous Environmental Assessments Completed: May 2005 a Phase 1 was performed. "This phase 1 did not identify any recognized environmental concerns (RECs) associated with the property".
October 2019, Phase 1 performed. "This assessment revealed no evidence of recognized environmental conditions (RECs) in connection with the subject property, except the following: 1) Subject property is used as a automotive repair service for approximately 30 years"… 2) North adjoining property at 8275 Main St. historically operated as a gasoline station starting in the 1950's and is currently listed as an open LUST Site."
November 2019, Phase 2 performed. Accessing any impacts that may have occurred as a result of 30 years of operation as a automobile repair facility and the north adjoining property 8275 Main Street having been a gasoline station and showing as an open LUST site. ASTI recommended a Baseline Environmental Assessment because VOC's and PNA's were present with concentrations exceeding the GRCC.
April 2020, Baseline Environmental Assessment performed: Concentrations of VOCs and PNAs in Soil and VOCs and metals in groundwater at subject property exceeded the GRCC.

Please describe environmental conditions: Muir Main Street LLC purchased the property in May 2020 Phase 1, Phase 2 and BEA were conducted by ASTI Environmental complying with Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451.as amended (Part 201). ATTACHMENT FIVE (5)

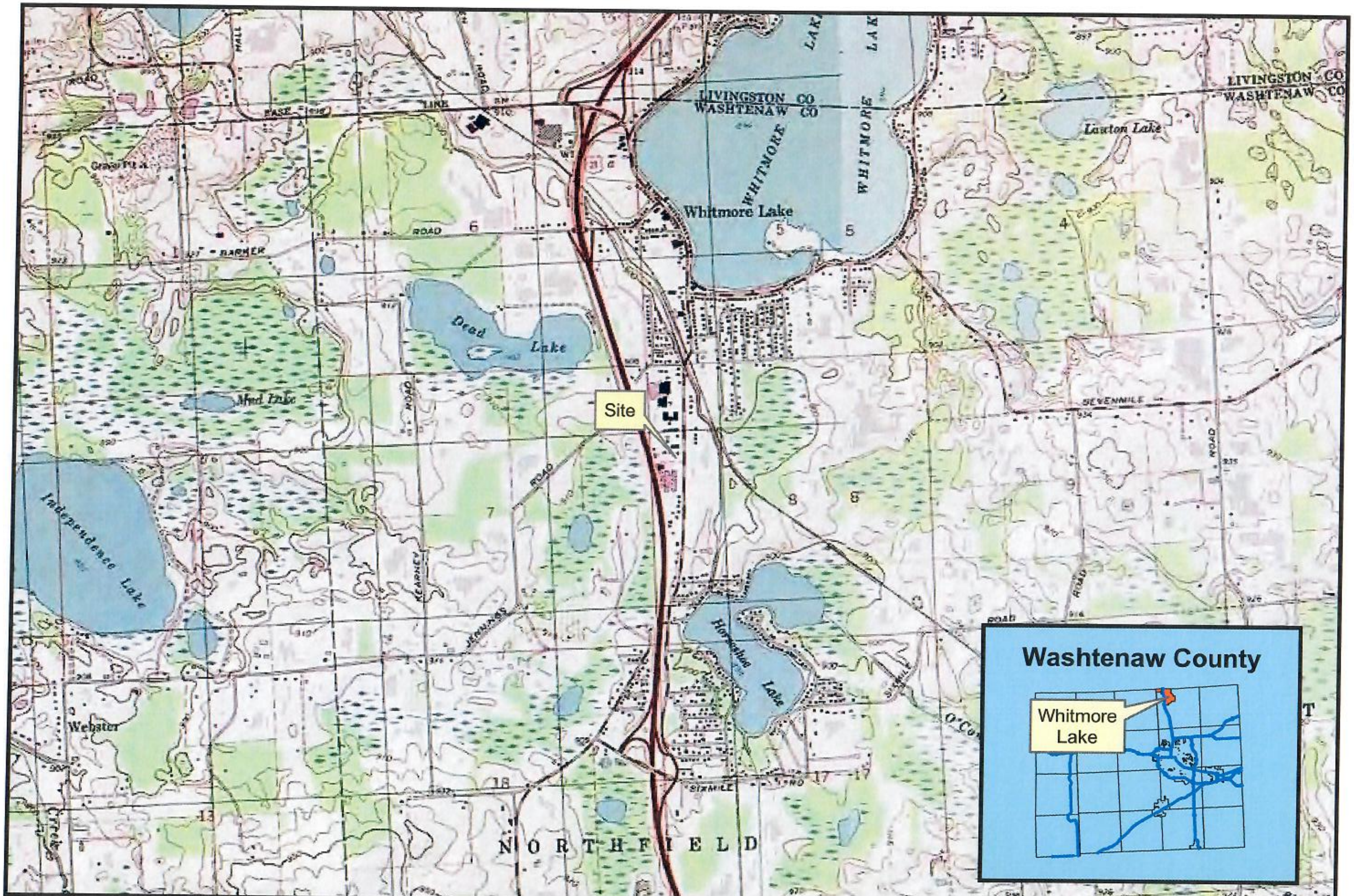
Please provide cloud links to any relevant environmental reports.

Please return the completed form and attachments to:
Nathan Voght
Economic Development Specialist
Washtenaw County Office of Community and Economic Development
415 W. Michigan Ave.
Ypsilanti, MI 48197
734-660-1061
voghtn@washtenaw.org

ATTACHMENT “ONE” (1)

APPENDIX A

Figures
Site Location Map
Site Features Map



8715-8719 Main St

Whitmore Lake, MI

2,000 1,000 0 2,000
Feet

N

ASTI Environmental

Created for: K & J Service Center
Created by: RMH, October 14, 2019, ASTI Project 11287

Site Location Map

8715-8719 Main St.

Whitmore Lake, MI

ASTI Environmental

Client: K & J Service Center
Created by: RMH, October 14, 2019, ASTI Project 11287

Site Features Map

ATTACHMENT “TWO” (2)

5.0 PROPERTY HISTORICAL USES

5.1 City Directories

Historical city directories (Appendix I) indicated the following Property information:

8715 Main St. /
8719 Main St.

PUR ID
Year Uses NAICS Source
--

1973 Boyer Automotive Bresser''s Cross Directory /
B & B Service

1976 Boyer Automotive Bresser''s Cross Directory /
Daily Auto Repairs

1980 The Parts Peddler Bresser''s Cross Directory /
Hi-Side Auto Dvpmt.

1985 The Parts Peddler Bresser''s Cross Directory /
V & C Auto Service

1990 Whitmore Lake Auto Bresser''s Cross Directory /
Thur Builders

1995 Carquest Auto Parts Bresser''s Cross Directory /
Whitmore Lake Auto Parts
George's Auto Repair

2000 Carquest Auto Parts Bresser''s Cross Directory /
Whitmore Lake Auto Parts
George's Auto Repair

2005 Carquest Auto Parts Bresser''s Cross Directory
Whitmore Lake Auto Parts
George's Auto Repair

5.2 Historical Fire Insurance Maps

The historical fire insurance maps (Appendix J) indicated the following Property information.

ATTACHMENT "THREE" (3)

PHOTO LOG

8715 - 8719 Main Street, Whitmore Lake, Michigan

Photo 16. North adjoining Kay's Business Complex at 8725 Main Street

Photo 17. East adjoining Westbrook Apartments at 700 Westbrook

Photo 18. South adjoining Eco Metal USA at 8711 Main Street

7.0 ADJACENT PARCEL USAGE

The following tables give specific current and historical usage of the adjacent parcels to the Property.

7.1 Adjacent Parcel Usage

7.1.1 Northern Adjacent Parcel Usage

NORTHERN ADJACENT PARCEL USAGE	
Current Occupant	Vacant filling station
EDR Database Information	Not listed
Interview/Agency Information	Mr. Larry Andrea, Zoning Administrator, indicated that the facility was originally owned by the Madouse family; and was purchased by Mr. Mark and Tim Avey on 02/11/99. In 1999, the tanks were removed from the Property by the Avey brothers. At the time of removal, the tanks were observed rusty but in-tact. Mr. Andrea also stated that some impacted soil was also encountered; however, the material was also removed along with the tanks. Mr. Andrea stated that Mr. Terry Hiske with the EPA Jackson District Office (517-780-7690) may have more information associated with this facility.
Sanborn Maps	No coverage
Aerial Photographs	Structure was constructed prior to 1955
City Directories	No concerns identified
Topographic Maps	No concerns identified
Comments	Property reconnaissance indicated a historical filling station. The facility is located in a crossgradient direction from the Property. As soil has only been reportedly impacted, and based on gradient considerations, this facility is not considered a REC to the Property.

7.1.2 Northeastern Adjacent Parcel Usage

NORTHEASTERN ADJACENT PARCEL USAGE	
Current Occupant	Residence (511)
EDR Database Information	Not listed
Interview/Agency Information	No concerns identified
Sanborn Maps	No coverage
Aerial Photographs	No concerns identified
City Directories	No concerns identified
Topographic Maps	No concerns identified

7.1.3 Eastern Adjacent Parcel Usage

EASTERN ADJACENT PARCEL USAGE	
Current Occupant	West Brook Apartment (431)
EDR Database Information	Not listed
Interview/Agency Information	No concerns identified
Sanborn Maps	No coverage
Aerial Photographs	No concerns identified
City Directories	No concerns identified
Topographic Maps	No concerns identified

7.1.4 Southeastern Adjacent Parcel Usage

SOUTHEASTERN ADJACENT PARCEL USAGE	
Current Occupant	Same as eastern
EDR Database Information	
Interview/Agency Information	
Sanborn Maps	
Aerial Photographs	
City Directories	
Topographic Maps	
Comments	

7.1.5 Southern Adjacent Parcel Usage

SOUTHERN ADJACENT PARCEL USAGE	
Current Occupant	Northfield Place (8633)
EDR Database Information	Not listed
Interview/Agency Information	No concerns identified
Sanborn Maps	No coverage
Aerial Photographs	No concerns identified
City Directories	No concerns identified
Topographic Maps	No concerns identified

7.1.6 Southwestern Adjacent Parcel Usage

SOUTHWESTERN ADJACENT PARCEL USAGE	
Current Occupant	Vacant commercial building
EDR Database Information	Not listed
Interview/Agency Information	No concerns identified
Sanborn Maps	No coverage
Aerial Photographs	No concerns identified
City Directories	No concerns identified
Topographic Maps	No concerns identified

7.1.7 Western Adjacent Parcel Usage

WESTERN ADJACENT PARCEL USAGE	
Current Occupant	Parking lot – Prior concrete company
EDR Database Information	Not listed
Interview/Agency Information	Mr. Larry Andrea, Zoning Administrator, stated that the concrete company was previously cited for improper storage; however, no environmental concerns were identified.
Sanborn Maps	No coverage
Aerial Photographs	No concerns identified
City Directories	No concerns identified
Topographic Maps	No concerns identified
Comments	Piles of metal, vehicles, several large tanker trucks, and other debris were identified during the Property reconnaissance. As no environmental issues as been identified, this facility is not considered a REC to the Property.

7.1.8 Northwestern Adjacent Parcel Usage

NORTHWESTERN ADJACENT PARCEL USAGE	
Current Occupant	Kay's Business Complex (8725) Jim Avery Stamped Concrete and Supplies (8733)
EDR Database Information	Not listed
Interview/Agency Information	No concerns identified
Sanborn Maps	No coverage
Aerial Photographs	No concerns identified
City Directories	No concerns identified
Topographic Maps	No concerns identified

A map showing the adjacent parcels and streets is contained in Appendix B.

7.2 Other Facility Database Results

The following facilities were identified on the environmental database report. A list of the databases reviewed for this assessment, and their corresponding maximum search distances, is contained in Section 6.1. A copy of the database report is included in Appendix M

7.2.1 Presumed Downgradient Facilities

Based on gradient, distance, and/or regulatory status considerations, presumed downgradient and downgradient/crossgradient facilities were not considered a REC to the Property.

7.2.2 Presumed Upgradient/Crossgradient Facilities

ATTACHMENT “FOUR” (4)

ASTI ENVIRONMENTAL

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Compliance • Restoration

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May 13, 2020

Mr. Eric Muir
Muir Main Street, LLC
70 Lakeview Drive
Whitmore Lake, Michigan 48189

RE: Additional Subsurface Assessment and Due Care Plan, 8715-8719 Main Street, Whitmore Lake, Michigan (ASTI Proposal #JNE051320-1)

Dear Mr. Muir:

Thank you for your continued interest in the environmental services offered by ASTI Environmental (ASTI). Per your request, this letter is a cost quotation to conduct an Additional Subsurface Assessment to assist with determination of the due care obligations of the above referenced property (Subject Property) and completion of a Due Care Plan. It is our understanding that the Subject Property is currently developed with two commercial buildings operated as an automobile parts store and automobile service garage.

ASTI completed a Phase I ESA for the Subject Property dated November 1, 2019 which identified the following recognized environmental conditions (RECs) regarding the Subject Property:

REC 1. The Subject Property has been utilized as an automobile repair service for approximately 30 years and operated as one prior to the current operation.

REC 2. The north adjoining property at 8725 Main Street historically operated as a gasoline station starting during the 1950s and is currently listed as an open LUST site.

On March 31, 2020, ASTI conducted a Limited Phase II Environmental Site Assessment (ESA) of the Subject Property to evaluate these RECs. The Limited

Phase II ESA comprised the advancement of three soil borings for collection of soil and groundwater. The laboratory analytical results for the soil and groundwater samples collected at the Subject Property detected volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PNAs) in soil and VOCs and metals are present in groundwater at concentrations exceeding the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC). It is ASTI's opinion that the Subject Property is a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as Amended (Part 201).

ASTI understands that the proposed subject property use will be non-residential. Several VOC concentrations were also detected in the soil from soil boring SB-1 exceeding Draft Site-Specific Tier 3A Nonresidential Volatilization to Indoor Air Criteria (VIAC). The purpose of this Additional Subsurface Assessment is to determine if there is a vapor intrusion risk for the two on-site buildings from the VOCs detected soil and/or groundwater (petroleum) impacts on the Subject Property. Note that if no impacts exceed the Draft Site-Specific VIAC within 30 feet from the buildings, there is no reasonable or reliable indoor air inhalation pathway for the buildings based on Part 20120f(2)(a). Results of this assessment will be included in the Due Care Plan for the Subject Property, which is included in this proposal.

Scope of Services

Additional Subsurface Assessment

ASTI is proposing to complete two (2) soil borings at the Subject Property. The soil borings will be advanced between soil boring SB-1 and 30 feet from each of the subject buildings. If groundwater is encountered, ASTI will complete the soil borings as temporary groundwater monitoring wells.

Prior to advancement of the soil borings, ASTI will contact the MISS DIG system to locate public utilities. The client will be responsible to locate any private utility lines in the vicinity of the soil boring locations or to provide confirmation that no utilities are present in those areas. ASTI will not be responsible for any resulting property damages related to damaging utility lines during subsurface drilling and field operations.

Sampling and analysis will be conducted consistent with United States Environmental Protection Agency (US EPA) and EGLE guidelines. All soils extracted from the borings will be visually inspected and screened with a photo-ionization detector (e.g. PID) for the presence of VOCs. The soil borings will be completed to evaluate the site lithology and to collect samples for laboratory analyses.

The soil borings will be completed using a hydraulic direct-push drill rig. The soil borings will be advanced to approximately 12 to 16 feet below grade. If groundwater is encountered, the borings may be terminated short of the proposed depth. Soil collected with the rig will be extracted from the boreholes in acetate sleeves contained in 4- or 5-foot sections. One soil sample will be collected from each soil boring for laboratory testing. The depth of the soil sample collected will be selected based on the site-specific geologic conditions, field observations, depth of impact encountered in soil boring SB-1 and PID measurements. Soil samples will be analyzed for VOC and PNAs. The soil sample laboratory analytical results will be compared to the GRCC and Draft Site-Specific Volatilization to indoor Air Criteria (VIAC).

If groundwater is encountered, the soil borings will be completed as temporary groundwater monitoring wells for the collection of groundwater samples. Low flow sampling techniques will be used to collect the groundwater samples. The well locations will not be surveyed for the collection of groundwater elevation data. Groundwater samples will also be analyzed for VOCs and PNAs. The groundwater sampling laboratory analytical results will be compared to the GRCC and Draft Site-Specific VIAC.

The temporary monitoring wells will be removed and backfilled with soil cuttings and/or bentonite after sampling.

Quality assurance/quality control (QA/QC) samples will include one soil duplicate, one groundwater duplicate, and a methanol blank sample.

After completion of soil boreholes/wells, the boreholes/well locations will be backfilled to near grade with soil cuttings and/or bentonite. Exterior soil boreholes will be patched with either asphalt cold patch or concrete if paved.

Additional Subsurface Assessment Reporting

At the completion of the assessment, the results will be included in the Due Care Plan for the Subject Property, which is described below.

Additional Subsurface Assessment Schedule

The investigation can be scheduled within approximately 5 to 10 business days of authorization to proceed. Laboratory analysis will require approximately 10 business days. The final Due Care Plan report will be provided approximately 10 business days after receipt of the laboratory testing results. Expedited analysis can be provided at additional cost.

<u>Due Care Plan</u>

Purchasers of a facility that follow the procedures of Part 201, and have not caused the impact, are not liable for any historic contamination identified. However, in accordance with Part 201, a person who owns a property and has knowledge that it is a facility must prepare a written due care plan and must comply with the following due care obligations:

- Undertake measures as necessary to prevent exacerbation of the existing contamination.
- Exercise due care by undertaking response activities necessary to mitigate unacceptable exposure to hazardous substances and to allow for the intended use of the facility in a manner that protects the public health and safety.
- Take reasonable precautions against the foreseeable acts or omissions of a third party and the resultant consequences of those acts or omissions.
- Provide reasonable cooperation/access to persons conducting cleanup
- Comply with established land use or resource use restrictions
- Refrain from interfering with restrictions or response activities

ASTI will prepare a Due Care Plan (DCP), to describe measures that will be taken to avoid exacerbating contamination, prevent or mitigate exposures to contamination, and to guard against acts or omissions of a third party. This proposal assumes that the Due Care Plan will not be provided to the EGLE for review and approval. If EGLE review and approval is required, or a regulatory agency "No Further Action Letter" is required, additional costs will apply. Completion of the DCP may also require additional sampling not included in this proposal to determine risk or if response activities are needed. The DCP does not include any design of any mitigation system/action or meetings with the regulatory authority.

DCP Report
One electronic copy of the Due Care Plan will be provided within the cost of this project. If you require a paper copy of the report, we must be notified before delivery of the report. After that time, additional paper copies of the report can be provided at a cost of $80 per copy. Meetings or additional copies of the report are not included in the project costs below but can be provided on request.

DCP Schedule
The Due Care Plan can be completed approximately 10 business days after receiving the results of the Additional Subsurface Assessment. ASTI will need to be provided information on the final site plan and intended use of the Property for completion of the Due Care Plan.

Required Materials
In order to initiate the project, we require authorization in the spaces provided at the end of this proposal and the prepayment described below. We will schedule this project upon receipt of a signed copy of this proposal or a purchase order referencing this proposal.

The results of this assessment and any material provided by you will be kept confidential and will not be provided to third parties without your prior written authorization.

Fee

Our fees for conducting the tasks discussed in this proposal are provided below. Fees are based on the tasks, deliverables and assumptions described in this proposal, and any changes in the tasks, deliverables or assumptions may result in changes to project costs. Fees for this project are fixed. Any additional work outside the above scope of services will be performed at our standard fees; however, any additional work will not be performed without your prior authorization. This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement.

Services	Fixed Fee
Environmental Sampling and Analysis	$ 5,200
Due Care Plan	$ 2,000

One hundred percent of the fee will be due upon execution of the proposal. The project will not be scheduled until the prepayment is received, and the delivery date will be based on the date the prepayment is received.

ASTi ENVIRONMENTAL

Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at **800.395.ASTI**. We greatly appreciate the opportunity to work with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL

Jeremy Efros

Jeremy Efros, EP, CPG
Associate III

Client Authorization
ASTI File JNE051320-1

Signature

Eric Muir
Print Name

MEMBER
Print Title

Date 3-18-21

For: **Muir Main Street, LLC**

- ☐ C Corporation
- ☐ S Corporation
- ☐ LDHA
- ☐ Other:
- ☐ PLLC
- ☑ LLC
- ☐ LP

DALE A. BREWER Federal ID Number 84-4788140

810.599-8754 Phone Number 810-623-4999

dbrewer2118@ Email ERIC@BRIGHTONAUTOREPAIR.BIZ
charter.net.

Attachment A
Terms and Conditions

ASTI Environmental (CONSULTANT) shall perform for Muir Main Street, LLC (CLIENT) the services described in the proposal titled *Additional Subsurface Assessment and Due Care Plan, 8715-8719 Main Street, Whitmore Lake, Michigan*, and dated May 13, 2020 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI File No. JNE051320-1). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL.

The services will be performed on behalf of and solely for CLIENT'S exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. Except as set forth herein, CONSULTANT makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by CONSULTANT to CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT's performance of its services or could pose potential hazardous conditions or risk to the health or safety of CONSULTANT's employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated the PROPOSAL, billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

Unless otherwise stated in the PROPOSAL, notice of cancellation of these services must be provided to CONSULTANT within 5 business days, and upon cancellation CLIENT will be charged 10 percent of PROPOSAL amount or at our standard fees for actual time, reimbursables and expenses incurred, whichever is greater.

SITE ACTIVITIES

CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricing will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS

CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY

Except for circumstances caused by the willful misconduct of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed $1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

CLIENT shall indemnify CONSULTANT from and against claims associated with or arising out of hazardous substances or other environmental conditions at the subject property, except to the extent of any release of a hazardous substance caused by CONSULTANT at the subject property.

COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.

CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.

Dale Brewer

From:	Jeremy Efros <jefros@asti-env.com>
Sent:	Tuesday, March 02, 2021 2:58 PM
To:	Eric Muir
Cc:	Dale Brewer
Subject:	RE: EST (1-11287)

Hello Eric,

I haven't looked at whether I need to make changes to the old proposal yet, however, the proposal cost for the sampling is $5,200 and the Due Care Plan is $2,000; and I'm doubting this would change much if I do need to update the proposal. Results of the sampling will determine if vapor systems will be needed in the buildings.

If results indicate that a vapor mitigation system is needed in either building, pressure field extension (PFE) tests need to be conducted, to determine the subsurface radius of influence, which would run about $ 2,500 per building requiring a system. Results of the PFE tests are used to determine the system costs. Based on the square-footages of the buildings, the system costs will likely be in the 8-15k range each, but likely closer to 8k.

One other option is if the sampling results show that there are vapor intrusion risks for the buildings, you conduct sub-slab soil gas sampling in the buildings for four seasonal events (~$3,200 per building per event) and if the sampling shows that there are no vapor concerns, then systems will not be needed. However, if even one of the events has detections above screening levels, we would recommend you install systems, so this could cost extra in the long run if the soil gas samples do not come out favorable.

I hope this helps. Again, I will review the old proposal tomorrow and see if I need to make any changes. The drilling availability is currently out 2-3 weeks.

Regards,

Jeremy

Jeremy Efros, EP, CPG
Environmental Geologist

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Web Site: www.asti-env.com
Email: jefros@asti-env.com

From: Eric Muir <eric@brightonautorepair.biz>
Sent: Tuesday, March 2, 2021 12:35 PM
To: Jeremy Efros <jefros@asti-env.com>
Subject: EST

How much is this going to cost me?

ATTACHMENT "FIVE" (5)

1.0 INTRODUCTION AND DISCUSSION

ASTI Environmental (ASTI) was retained by Muir Main Street, LLC to prepare a Baseline Environmental Assessment (BEA) of the property located at 8715-8719 Main Street in the City of Whitmore Lake, Washtenaw County, Michigan (Subject Property). This BEA is based on results of ASTI's November 1, 2019 Phase I Environmental Site Assessment (ESA) of the Subject Property in addition to a Limited Phase II ESA conducted in April 2020. A Site Location Map is provided as Figure 1. The BEA was conducted on April 27, 2020.

1.1 Owner Information

Muir Main Street, LLC anticipates taking ownership of the Subject Property on or about May 15, 2020. The contact information for Muir Main Street, LLC is as follows:

Muir Main Street, LLC
Eric Muir
70 Lakeview Drive
Whitmore Lake, Michigan 48189
1-810-623-4999
eric@brightonautorepair.biz

1.2 Intended Use of Subject Property

Muir Main Street, LLC intend to continue use of the Subject Property for automobile repair operations in one building and automobile parts sales in the other building.

1.3 Executive Summary of AAI – Phase I ESA, November 1, 2019

ASTI was retained by K & J Service Center and First National Bank of Howell to conduct a Phase I ESA of the Subject Property, which was completed on November 1, 2019. The Phase I ESA was conducted in accordance with ASTM Practice E1527-13.

The Phase I ESA included (1) a site inspection on October 25, 2019, (2) interviews with knowledgeable site contacts, (3) review of pertinent Michigan Department of Environment, Great Lakes, and Energy (EGLE), Department of Licensing and Regulatory Affairs (LARA), Northfield Township, and Washtenaw County records, (4) acquisition and review of a federal and state database search, and (5) review of historical aerial photographs and city directories.

The Phase I ESA identified the following recognized environmental conditions (RECs) with respect to the Subject Property:

- The Subject Property has been utilized as an automobile repair service for approximately 30 years and operated as one prior to the current operation.
- The north adjoining property at 8725 Main Street historically operated as a gasoline station starting during the 1950s and is currently listed as an open LUST site.

Portions of the Phase I ESA are included as part of Attachment A. The EDR Radius Map Report has been removed from the report. Muir Main Street, LLC was provided reliance on the results of the Phase I ESA on April 20, 2020. The reliance letter is included in Attachment A.

1.4 Exceptions to or Deletions from AAI/E1527-13

No deletions or deviations to ASTM E1527-13 occurred during the Phase I ESA.

1.5 Data Gaps

No significant data gaps were encountered during the Phase I ESA.

1.6 Sampling Completed

Limited Phase II Environmental Site Assessment, ASTI, April 22, 2020

ASTI conducted a Limited Phase II ESA of the Subject Property on March 31, 2020 that was documented in ASTI's Limited Phase II Environmental Site Assessment report dated April 22, 2020. The purpose of the Phase II ESA was to evaluate the RECs identified in ASTI's November 1, 2019 Phase I ESA described above.

On March 31, 2020, ASTI supervised the completion of three soil borings (SB-1 through SB-3) at the Subject Property using a direct-push Geoprobe® drill rig. The soil borings were advanced to a depth of 12 feet below ground surface (bgs). Groundwater was encountered in two soil borings (SB-1 and SB-3) and temporary monitoring wells were installed at these boring locations. A Soil Boring Location Map is provided as Figure 2. Boring/sample ID, boring/sample locations, and depth were as follows:

Boring/Sample ID	Boring/Sample Location	Depth of Boring
SB-1	Northeastern portion of the Subject Property regarding the northern adjoining site	12 feet

ASTI Environmental

Boring/Sample ID	Boring/Sample Location	Depth of Boring
SB-2	Within the subject building regarding historical and current automobile services operations	12 feet
SB-3	Western portion of the Subject Property, west of the subject building regarding historical and current automobile services operations	12 feet

During advancement of the soil borings, soil was extracted from the ground in pre-cleaned, 4-foot-long, acetate liners. Soil encountered during field activities was identified by ASTI's field personnel, examined for visual and/or olfactory evidence of impact, and screened using a photoionization detector (PID) with notes recorded in a field logbook. Prior to sampling, the PID was calibrated to manufacturer specifications using 100 parts per million (ppm) isobutylene calibration gas. All down-hole equipment was decontaminated using an Alconox® wash and clean water rinse between borings to minimize the risk of cross contamination of samples. ASTI collected one soil sample from each soil boring. The soil samples were collected into laboratory certified clean, unpreserved 8-ounce glass jars and 40-ml glass vials preserved in the field with methanol, placed on ice, and submitted to Fibertec Environmental Services (Fibertec) in Holt, Michigan under standard chain-of-custody procedures.

Groundwater was encountered in soil borings SB-1 and SB-3 and temporary monitoring wells were installed at these locations. The temporary monitoring wells were installed using one-inch diameter, five-foot long, 10-slot polyvinyl chloride (PVC) screen threaded onto a one-inch diameter PVC riser. The groundwater was sampled using a peristaltic pump set at a flow rate of approximately 200 ml/minute. Groundwater was purged for each monitoring well until the turbidity was below 40 nephelometric turbidity units (NTUs) The groundwater samples were collected into two 40-ml glass vials preserved in the field with hydrochloric acid, one 125-ml plastic bottle preserved in the field with nitric acid, and one unpreserved, 1-liter amber glass jar. The groundwater samples were also placed on ice and submitted to Fibertec under standard chain-of-custody procedures.

A duplicate soil sample (Duplicate #1) was collected from SB-1-4 and a duplicate groundwater sample (Duplicate-GW) was collected from SB-3-GW for quality assurance/quality control (QA/QC) purposes. In addition, a methanol blank was maintained with the samples during sampling and transport. The soil and groundwater samples were analyzed for some combination of volatile organic compounds (VOCs) by US EPA Method 8260D; polynuclear aromatic hydrocarbons (PNAs) by US EPA Method 8270E; and cadmium, chromium, and lead by US EPA Method 6020A.

Sample depth, location rationale, and analysis are provided in the following table.

Boring	Sample Matrix	Sample Depth	Rationale for sample depth	Analysis
SB-1	Soil	3.5-4'	PID reading of 80.6 ppm and petroleum odor	VOCs, PNAs, & lead
	Water	Screen 3-8'	Intersection of the water table	VOCs, PNAs, & lead
SB-2	Soil	2-2.5'	Shallow soil sample directly beneath the sand/sandy loam interface	VOCs, PNAs, cadmium, chromium, & lead
SB-3	Soil	3.5-4'	Within sandy loam stratum above the water table	VOCs, PNAs, cadmium, chromium, & lead
	Water	Screen 5-10'	Intersection of the water table	VOCs, PNAs, cadmium, chromium, & lead

The general subsurface lithology encountered in soil borings underlying surface cover (concrete or gravel) consisted of either sand or silty- or sandy-loam to depths of approximately 6 feet bgs. In soil borings SB-1 and SB-2, a silty-clay stratum was encountered from 6 feet to 12 feet bgs. Beneath the sandy-loam in soil boring SB-3, a one-foot silt lens was encountered before a poorly sorted sand stratum was encountered from 7 feet to 10 feet bgs. The sand stratum overlay a silty-clay stratum that extended to 12 feet bgs. No staining was observed in the soil borings. VOCs were detected on the PID in soil boring SB-1 from 0.5 to 4 feet bgs with the maximum reading of 80.6 parts per million (ppm) at 3 to 4 feet bgs. Petroleum odors were also noted in SB-1 from 0.5 to 6 feet bgs. No odors or VOCs were detected in the other soil borings. Groundwater was encountered in soil boring SB-1 at four feet bgs and in SB-3 at seven feet bgs. No groundwater was encountered in soil boring SB-2. Refer to the boring logs included as Attachment B for more details on the encountered stratigraphy.

The laboratory analytical results from the soil samples were compared to the Generic Residential Cleanup Criteria (GRCC) under EGLE Part 201 including drinking water protection (DWP), groundwater surface water interface protection (GSIP), direct contact (DC), soil volatilization to indoor air inhalation (SVIAI), and particulate soil inhalation (PSI). The groundwater sample analytical results were compared to the GRCC for drinking water (DW), groundwater surface water interface (GSI), and groundwater volatilization to indoor air inhalation (GVIAI).

Soil Analytical Results

Table 1 presents the laboratory analytical results for the soil samples in comparison to the GRCC. The Laboratory Analytical Report and Chain-of-Custody documentation are provided as Attachment C.

Metals

The metal chromium (total) was reported in sample SB3-4 at a concentration above the GRCC for GSIP. The soil sample was collected from native soil and the concentration can be compared to the regional background concentration contained in the Soil Background and Use of the 2005 Michigan Background Soil Survey dated September 2019. The Subject Property is located within the Huron-Erie Glacial Lobe. Following Part 324.20101(e)(ii) of NREPA Act 451 or 1994, the regional background concentration for chromium (total) in sand in the Huron-Erie Glacial Lobe is 30,400 µg/kg. The chromium (total) concentration reported in SB-3 (3.5-4') of 21,000 µg/kg falls within the regional background concentration and therefore does not represent a release or exceedance of the GRCC.

The metal lead was reported in SB-2-2.5 at a concentration above 75,000 µg/kg but below the GRCC. The sample was further analyzed for fine and coarse lead fractions as recommended by EGLE. The results for the fine and coarse fraction lead were below the GRCC. No metals were detected at concentrations exceeding the GRCC.

VOCs

The VOCs ethylbenzene, 2-methylnaphthalene, naphthalene, n-propylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, and xylenes were reported in soil samples SB1-4 and/or the associated duplicate sample (Duplicate #1) at concentrations exceeding the GRCC for DWP and/or GSIP. No other VOCs were reported in the soil samples at concentrations exceeding the GRCC.

PNAs

The PNA naphthalene was reported at a concentration exceeding the GRCC for GSIP in soil samples SB1-4 and/or the associated duplicate sample (Duplicate #1). No other PNAs were detected at concentrations exceeding the GRCC in those samples and no PNAs were detected in the other soil samples.

Groundwater Analytical

Table 2 presents the laboratory analytical results for the groundwater samples in comparison to the applicable Part 201 GRCC.

Metals

The laboratory analytical results detected the metal lead at concentrations exceeding the GRCC for drinking water in groundwater samples SB-1-GW, SB-3-GW and the duplicate sample collected at SB-3-GW (Dup1-GW). No other metals were detected in the groundwater samples.

VOCs

The VOCs benzene was reported at a concentration exceeding the GRCC for drinking water in groundwater sample SB-1-GW. No other VOCs were detected at concentrations exceeding the GRCC in SB-1-GW. No VOCs were reported in the other groundwater samples.

PNAs

No PNAs were detected in the groundwater samples.

The Laboratory Analytical Reports and Chain-of-Custody documentation for this Limited Phase II ESA are provided as Attachment C.

1.7 General Location of Known Contamination

Based on the analytical results obtained during the subsurface investigations at the Subject Property, the affected media at the Subject Property is soil and groundwater. A map depicting the sample locations is provided as Figure 2 and maps depicting the sample locations with soil and groundwater analytical results are provided as Figures 3 and 4 respectively. Exceedances of the GRCC are also shown on Figures 3 and 4.

1.8 Basis of Conclusion the Property is a Facility

Based on the concentrations of VOCs and PNAs in soil and VOCs and metals in groundwater at the Subject Property exceeding the GRCC, the Subject Property is a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as Amended (Part 201).

2.0 PROPERTY INFORMATION

2.1 Legal Description of Subject Property

The location of the Subject Property is indicated on a Site Location Map provided as Figure 1. The Property comprises 0.66 acre of land on one parcel with assigned Parcel ID B-02-08-250-018. A legal description of the Subject Property is included in the Survey Map provided as Attachment D.

2.2 Survey Map(s)

A Survey Map is provided as Attachment D. The map was completed by KEM-TEC on October 25, 2019.

2.3 Scaled Site Map(s)

Soil and Groundwater Sample Analytical Results map are provided as Figures 3 and 4 respectively. The maps depict site structures, sample locations, and the detected contaminant concentrations in excess of the Part 201 GRCC.

2.4 Scaled Area Map

A scaled Site Location Map, based on a USGS quadrangle, is provided as Figure 1.

2.5 Subject Property Location

The Subject Property is situated on the west side of Main Street, on the east side of U.S. 23, and approximately 200 feet north of Westbrook in the northwest corner of Section 8, Township 1 South, and Range 6 East in Whitmore Lake/Northfield Township, Washtenaw County, Michigan. The approximate center of the Subject Property is located at Latitude 42.410649° and Longitude -83.761709°.

2.6 Spatial Data

The following spatial data were provided on the BEA Submittal form.

County: Washtenaw

City/Village/Township: Northfield Township

Section:8

Town: 1S Range: 6E

Quarter: Northwest Quarter-Quarter: Southwest

Latitude: 42.410649°

Longitude: -83.761709°

Latitude and longitude are referenced from the center of the Property from the EDR Radius Map Report with GeoCheck, survey, and Google Earth.

FIGURES

1 Site Location Map
2 Soil Boring Location Map
3 Soil Sample Analytical Results Map
4 Groundwater Sample Analytical Results Map

TABLES

1 Summary of Soil Sample Analytical Results
2 Summary of Groundwater Sample Analytical Results

ATTACHMENTS

A Phase I Environmental Site Assessment, ASTI, November 1, 2019 (portions) and Reliance Letter
B Soil Boring Logs
C Laboratory Analytical Report and Chain-of-Custody
D Survey Map
E Resume of Jeremy Efros

Dale Brewer

From: Jeremy Efros <jefros@asti-env.com>
Sent: Monday, March 29, 2021 12:29 PM
To: Dale Brewer
Cc: 'Eric Muir'
Subject: RE: ENVERIONMENTAL ASSESSMENT GRANT APPLICATION 8715-8719 MAIN STREET (2-11287)

Hello Dale,

The prices in ASTI's May 13, 2020 proposal are still valid. Again the fieldwork is scheduled on April 1, 2020.

I can be available on April the 8th at 9am for the meeting. Please send me the information once you have it. Depending on how long the meeting takes, I may need to prepare a change order for my time as it wasn't budgeted for in the proposal but I am assuming the meeting will be short, so this should be minimal.

Please let me know if you have any questions.

Regards,

Jeremy

Jeremy Efros, EP, CPG
Environmental Geologist

ASTI ENVIRONMENTAL

Click here to receive ASTI's technical e-updates.
10448 Citation Dr., Suite 100
Brighton, MI 48116
Ph: 810.225.2800
Fax: 810.225.3800
Web Site: www.asti-env.com
Email: jefros@asti-env.com

From: Dale Brewer <dbrewer2118@charter.net>
Sent: Monday, March 29, 2021 11:59 AM
To: Jeremy Efros <jefros@asti-env.com>
Cc: 'Eric Muir' <eric@brightonautorepair.biz>
Subject: RE: ENVERIONMENTAL ASSESSMENT GRANT APPLICATION 8715-8719 MAIN STREET

Good Morning Jeremy,
Hope your vacation was a good one and you got some rest.

If you could send me a quick e-mail confirming that the prices on the proposal are still valid that would be great.

I have to amend my original application that will be going before the Grant Board for approval (I hope) for the testing that will be involved with the due care plan. That is what the Board is requesting
You to be available for at their meeting in April.

OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT
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facebook.com/washtenawoced
www.opportunitywashtenaw.org

March 25, 2021 *CR # 52194.1*

Mayor Christopher Taylor
City of Ann Arbor
301 E. Huron Street
Ann Arbor, MI 48104

Dear Mayor Taylor,

The Washtenaw County Brownfield Redevelopment Authority wishes to amend the Local Brownfield Revolving Fund Grant Agreement with your municipality for 1831 Traver Road, Leslie Science and Nature Center, to extend the expiration to the end of 2021. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign, scan and email the letter back. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Local Brownfield Revolving Fund Grant Agreement between Washtenaw County Brownfield Redevelopment Authority and the City of Ann Arbor dated October 13, 2019 and CR# 52194 as follows:

Amend TERMS AND CONDITIONS, 8. Grant Expiration, to read as follows:

8. Grant Expiration – All Eligible Activities shall be completed by December 31st, 2021, unless the Authority grants an extension.

All other terms and conditions remain the same as in the original contract, subsequent amendments and any applicable RFP/RFQ.

ATTEST:

____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY BROWNFIELD AUTHORITY:

____
Trevor Woollatt (DATE)
Chair, WCBRA

APPROVED AS TO FORM:

____
Michelle Billard (DATE)
Corporation Counsel

City of Ann Arbor, Grantee

By______________________________
Christopher Taylor (DATE)
Its: Mayor

415 W. Michigan Avenue
Ypsilanti, MI 48197

734.544.6748 (P)
734.544.6749 (F)

www.washtenaw.org/oced
twitter@WashtenawOCED

facebook.com/washtenawoced
www.opportunitywashtenaw.org

APPROVED AS TO SUBSTANCE:

By ______________________________
Tom Crawford (DATE)
City Administrator

By ____________________________________
Jacqueline Beaudry (DATE)
Clerk

APPROVED AS TO FORM

By ___________________________________
Stephen K Postema
City Attorney

cc: File

CT 52194

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
LOCAL BROWNFIELD REVOLVING FUND GRANT AGREEMENT

This Local Brownfield Revolving Fund Grant Agreement (the "Agreement") dated October 13, 2019 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N Main Street, P O Box 8645, Ann Arbor, Michigan 48107-8645 and the City of Ann Arbor (the "Grantee"), a municipal corporation, whose address is 301 E Huron Street, Ann Arbor, MI, 48104

RECITALS

A Pursuant to Act 381, as amended, the Authority has established a Local Brownfield Revolving Fund (the "Fund") for the purpose of facilitating brownfield redevelopment in the region.

B The Authority adopted a policy for awarding loans and grants from the Fund to support eligible activities on eligible brownfield properties

C The Authority awarded the Grantee a $250,000 grant of LBRF funds at the August 15, 2019 meeting, and increased the grant award to $535,438 at the October 3, 2019 meeting

D The Eligible Property is known as 1831 Traver Road, Leslie Science and Nature Center, Ann Arbor, MI 48105, Parcel ID 09-09-21-107-007, and a small portion of the adjacent parcel to the north identified as Black Pond Wood, Parcel ID 09-09-16-400-008 The Authority and Grantee have developed a Brownfield Plan, which is anticipated to be approved by Ann Arbor City Council on November 4, 2019, and adopted by the Washtenaw County Board of Commissioners in November 2019 The Brownfield Plan will establish the properties as eligible The Plan includes all Eligible Activities that will be undertaken on the property

E The Grantee wishes to utilize LBRF grant funds to conduct eligible activities within the eligible properties, and the Authority is willing to grant said funds on the Terms and Conditions herein contained

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows

1 <u>Grant</u> – The Authority hereby agrees to grant to the City of Ann Arbor up to $535,438 to conduct eligible brownfield activities, as described in the Brownfield Plan dated October 4, 2019. The eligible activities are described in Appendix A of the Brownfield Plan, which is attached as Exhibit A to this Agreement

2 Grant Budget – The Grantee submitted a list of Eligible Activities, included in the Brownfield Plan, totaling $535,438 in total activities

3 Repayment – The funds granted shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions

4 Procurement of Eligible Activities – The Authority is bound to be good stewards of the public funds within the LBRF Fund Therefore, the Authority will ensure the grant funds are utilized in the most efficient and effective manner Grantee shall ensure the work to be funded with LBRF funds are procured in a manner that is competitive, and ensures the most qualified contractor with the lowest price is selected to complete the activities In addition, the Grantee shall provide to the Authority, through its designated staff, for review and approval 1) any bid specifications prepared to be included in any Request for Proposals in seeking competitive bids from qualified contractors to perform any of the Eligible Activities to be covered by this Grant, and 2) all bids received from applicable contractors The Authority, through its designated staff, after full review of all bids in collaboration with the Grantee, shall be consulted on the decision to award of the Grant-funded work to the preferred contractor

5 Disbursement – The Grant funds will be disbursed to the Grantee as Eligible Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, but not more frequently than monthly Such a statement shall include a description of Eligible Activities performed, and a copy of invoices for the work described in such statement Within forty (40) days of a receipt of a complete statement and supporting invoices, the Authority shall review the statement, confirm that the Eligible Activities are consistent with the Grant Budget, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed $535,438

6 Surplus Grant Funds – Should any grant funds remain after all Eligible Activities are completed, the surplus funds will be returned to the LBRF fund, or the Grantee may request use of the remaining funds for other Eligible Activities, up to $535,438, provided those activities are included in the Brownfield Plan, and with prior approval by the Authority

7 Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the LBRF Grant

8 Grant Expiration – All Eligible Activities shall be completed within eighteen (18) months of this Agreement, unless the Authority grants an extension

9 Insurance – The Grantee shall purchase and maintain insurance coverages as indicated, at limits not less than those set forth below The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below Grantee and its

contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker's Compensation The Grantee shall maintain other insurance as it deems appropriate for its own protection

a Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan

b Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit Coverage shall include the following

i Contractual Liability

ii Products and Completed Operations

iii Independent Contractors Coverage

iv Broad Form General Liability Endorsement or Equivalent

c Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles

d Grantee shall ensure that Environmental Impairment Liability Insurance is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than $1,000,000 per occurrence

e Grantee shall ensure that Professional Liability coverage with a minimum of $1,000,000 each occurrence is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities

f All insurance coverages described above shall remain in effect at all times until completion of all Eligible Activities The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority If so requested, certified copies of all policies will be provided It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority

10 Indemnification – The Grantee shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Grantee or its employees,

agents, consultants, contractors or subcontractors related to the grant-funded activities or its performance under this Agreement This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Grantee The Grantee shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Grantee under this Agreement These indemnification provisions will survive the termination of this Agreement By entering this Agreement, neither party waives any immunities provided under state or federal law

11 Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No 442 of the Public Acts of 1976, being Sections 15 23 to 15 24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement

12 Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above Either party may change the address by written notice sent by registered or certified mail to the other party

13 Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent

14 Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter There are no other understandings or agreements between them

15 Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein

16 Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions

17 Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan

18 Compliance with Applicable Law – Grantee agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect

19 Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument

20 No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties

This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries

21 Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns

The parties have executed this Agreement on the dates set forth below

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY:______________________________

Trevor Woollatt, Chairman

Date: 2/6/2020

Attested to

By: Lawrence Kestenbaum 02/18/2020

Lawrence Kestenbaum, County Clerk/Register

Date:______________________________

Approved As to Form

By: Curtis N. Hedger 02/13/2020

Curtis Hedger, Corporation Counsel

CURTIS N. HEDGER
CORPORATION COUNSEL

City of Ann Arbor, Grantee

By ______________________________

Christopher Taylor
Mayor

By ______________________________

~~Jacqueline Beaudry~~ Stephen Gerhart
~~City Clerk~~ Deputy City Clerk

Approved as to substance

By ____________________
Howard S Lazarus
City Administrator

Approved as to Form

KP By ____________________
Stephen K Postema
City Attorney

Exhibits

Exhibit A – Appendix A, from the October 4, 2019 Brownfield Plan

EXHIBIT A – Appendix A, from the October 4, 2019 Brownfield Plan

Appendix A
Summary of Eligible Costs
Leslie Science and Nature Center
Brownfield Plan

Department Specific Eligible Activities
First and Second Field Investigation - $104,469
Two drilling investigations (49 soil borings, soil samples), waste characterization, data evaluation
Vapor Pin installation, sampling for subslab, indoor air and ambient air
Phase II ESA preparation and Brownfield Plan preparation
Third Field Investigation - $28,928
Drilling investigation (7 borings at 50 feet, Soil samples and water samples if encountered)
Includes GPS and reimbursables for soil sampling and temporary well installation
Vapor Intrusion System Installation - DTE Energy Nature House - $35,753
Vapor pin installation for monitoring
Sealing of all conduits to basement of DTE Energy Nature House
Sealing of basement north wall due to past flooding issues
Installation of air intake vents
Installation of vapor mitigation system
Collection of sub-slab soil gas and indoor air samples (4 events)
Excavation of Depression and Pit - $79,359
Vegetation clearing and excavation of upper 3 feet of soil in depression area
Removal of concrete structure/pit, limited source material removal, transportation and
disposal of impacted soils
Waste sampling, profile coordination with landfill, transportation of soil to appropriate
disposal facility in accordance with state and federal regulations
Collection of verification samples from bottom of excavation
Backfill depression with clean material
Relative Arsenic Bioavailability Study - $29,131
Plan creation and coordination with EGLE personnel
Laboratory analysis of the relative arsenic bioavailability for surficial soil samples
Statistical analyses of laboratory analytical results completed by Industrial Hygienist
Completion of report for negotiation with EGLE for state approval

Determine proposed playscape and programming areas for remediation
Excavation of Proposed Playscape / Programming Areas - $247,336
Vegetation clearing and excavation of 2 feet of soil within proposed playscape boundaries
Excavation of upper 10 feet of soil in the willow tunnel/slide feature
Waste profile and soils transported to non-hazardous landfill
Excavation, transportation and disposal of impacted soils
Sampling of soil at the bottom of the excavation extents
Survey of excavation extents, sample locations and demarcation line
Data Evaluation and Letter Report - $10,464
Completion of report for third investigation and excavation information
City and Stakeholder communication

BROWNFIELD TAX INCREMENT FINANCING MSF PROGRAM GUIDELINES

PROGRAM OVERVIEW

The Brownfield program has three distinct components with approvals by separate entities.[1]
This includes:

I. Local Plans in which local units of government that are authorized to create Brownfield Redevelopment Authorities (BRA) develop and approve brownfield plans that promote revitalization of brownfield properties though the use of Brownfield Tax Increment Financing (TIF).
II. Local and Department of Environment, Great Lakes and Energy (EGLE) Plans which have local capture in addition to approval from EGLE for projects requesting incremental State Taxes be captured to pay for department-specific eligible activities.
III. Local and Michigan Strategic Fund (MSF) Plans which include local capture in addition to approval from the MSF for incremental State Tax capture to reimburse for non-department (EGLE) specific eligible activities[2] which are referred to as non-environmental or MSF brownfield eligible activities.

The Brownfield Program helps to facilitate the redevelopment of brownfield properties[3] that might otherwise be cost prohibitive due to the pre-existing conditions on the property (e.g., contaminated, functionally obsolete, historic or blighted) or due to tax-reverted status. This tool provides BRAs in Michigan communities with the ability to capture most of the incremental increase in property tax millages, generated from increased property tax values, to reimburse developers, local units of government or other investors for development activities (identified in The Act). Generally, Brownfield TIF is used to support redevelopment projects by providing a financing mechanism for brownfield eligible activities.

PROGRAM GOALS

The Brownfield Program encourages and promotes capital investment and redevelopment of brownfield and historic properties in order to transform underutilized properties into vibrant areas that are attractive to residents and businesses.

The MSF supports these goals by:

- Attracting investors to brownfield sites to create new jobs, housing and general vitality to serve as a catalyst for other investment and talent recruitment and retention; and
- Facilitating business attraction, expansion and retention.

To ensure alignment with the state's priorities, each prospective project is extensively evaluated to determine the business opportunity, financial need, and the overall benefits related to the reuse of a property.

APPLICANT CRITERIA

[1] Approval of Brownfield TIF by other entities may include different considerations than those outlined herein.

[2] Eligible activities include, but are not limited to, demolition, lead, asbestos or mold abatement, site preparation and infrastructure improvements that directly benefit the eligible property as defined in the Act 381 Work Plan Guidance Document.

[3] Brownfield properties are defined in Act 381 Section 2 (p) "Eligible property" as defined under Brownfield Redevelopment Financing Act, as amended (The "Act") and summarized in Appendix A herein,

The Act authorizes local units of government to create Brownfield Redevelopment Authorities to develop and approve local brownfield plans. Generally, properties are identified by the Brownfield Redevelopment Authority or municipality in conjunction with a developer or company interested in redeveloping that property. Interested applicants must first apply for TIF through their local BRA. Once locally approved, any BRA that has a project that fits the goals of the program as determined by the MSF may apply.

PROJECT CONSIDERATIONS

In addition to being required to document that the project is located on an eligible property (see **Appendix A**) through the locally approved brownfield plan, the Michigan Strategic Fund shall consider the following statutory criteria to the extent reasonably applicable to the type of activities proposed as a part of the prospective work plan:

- Whether the individual activities included in the work plan are sufficient to complete the eligible activity. (Sec 15(12)(a)).
- Whether each individual activity included in the work plan is required to complete the eligible activity. (Sec 15(12)(b)).
- Whether the cost for each individual activity is reasonable. (Sec 15(12)(c)).
- The overall benefit to the public. (Sec 15(12)(d)).
- The extent of reuse of vacant buildings and redevelopment of blighted property. (Sec 15(12)(e)).
- Creation of Jobs. (Sec 15(12)(f)).
- Whether the eligible property is in an area of high unemployment. (Sec 15(12)(g)).
- The level and extent of contamination alleviated by or in connection with the eligible activities. (Sec 15(12)(h)).
- The level of private sector contribution. (Sec 15(12)(i)).
- If the developer or projected occupant of the new development is moving from another location in this state, whether the move will create a brownfield. (Sec 15(12)(j)).
- Whether the project of the developer, landowner, or corporate entity that is included in the work plan is financially and economically sound. (Sec 15(12)(k)).
- Other state and local incentives available to the developer, landowner, or corporate entity for the project of the developer, landowner, or corporate entity that is included in the work plan. (Sec 15(12)(l)).
- Any other criteria that the Michigan Strategic Fund considers appropriate for the determination of eligibility or for approval of the work plan. (Sec 15(12)(m)).

OTHER PROJECT CONSIDERATIONS:

Expanding upon the statutory criteria outlined above, the MSF will also consider the project's local and regional impact, place considerations and economic and financial considerations. The considerations listed below are aimed at ensuring alignment between the economic priorities of the state with the needs of local municipalities. Projects are unique and each will be considered on its own merits, therefore, there is no scoring or minimum number of considerations to be met.

Local and Regional Impact Considerations:

- Project supports the vision and goals stated in the local master plan, downtown plan, capital improvements plan, economic development strategy, or regional economic development strategy or initiative.
- Project is located in and/or addresses adopted strategies of a Redevelopment Ready Community, Michigan Main Street Community or a community engaged in Build Ready Sites.
- Project aligns with or supports other state agency initiatives or coordinated state agency activities.
- Community financially supports the project as demonstrated through local tax increment revenue capture or other financial support for the project.
- The proposed project will not cause detriment to adjacent municipalities.
- Project positively contributes to public health through abatement of lead, asbestos, mold or other contaminants.
- Project strengthens connections between local/regional workforce and career opportunities and the community, region and/or state's overall workforce and opportunities particularly in support of the growth and development of the MEDC's strategic focus industries.
- Project is supported by existing utilities, housing, transportation, public transit and other community services.
- Project includes improvements and upgrades to existing public infrastructure and public spaces.

- The community has a documented public participation strategy for engaging a diverse set of community stakeholders.
- Project is proposed entirely or in part by emerging developer(s)[4] who seek to generate community development projects that serve as a catalyst for community impact, specifically in Geographically Disadvantaged Business Locations.
- Located in a Geographically Disadvantaged Business Location[5]; Click here to see a map of Michigan's Geographically Disadvantaged Business Locations.
- Supports business attraction, expansion or retention within MEDC's identified strategic focus industries, which includes, without limitation, Mobility and Automotive Manufacturing, Medical Device Technology, Engineering, Design and Development, Technology, Advanced Manufacturing and Professional and Corporate Services.
- Supports business attraction, expansion or retention within a Regional Impact Industry, which includes, without limitation, Agribusiness, Tourism, Logistics, Financial Services and Other Manufacturing.
- Project supports opportunities for creation of new, high wage jobs and/or pathway jobs[6].

Place Considerations:

- Project includes context-sensitive concentrated development, meaning it has density, building type(s), and scale appropriate to the neighborhood context and positively contributes to the pedestrian experience.
- Contributes to a traditionally dense mixed-use area and contains multi-story elements.
- Project promotes restoration of a Historic Resource.
- Project promotes mixed-income neighborhoods.
- Incorporate integrated and sustainable approaches to manage the quantity and the quality of stormwater for infrastructure improvements.
- Proposed plans demonstrate principles of Universal Design; designed to be accessed, understood and used to the greatest extent possible by all people.
- Redevelopment meets a third-party certification for green buildings (e.g., Leadership in Energy and Environmental Design [LEED], Energy Star, Living Building Challenge, Net Zero Energy Building, Green Globes).
- Availability of public transportation, non-motorized transportation infrastructure or other transportation programs to improve job access, or proximity/accessibility for workforce.

Economic and Financial Considerations:

- Financial need for the incentive is clearly demonstrated and a "but for" case can be made.
- The project appears to be financially viable based on the amount of developer equity and projected cash flow to fully service all proposed debt and returns are reasonable.
- Anticipated future taxable values are based on reasonable projections.

FINANCIAL STRUCTURE AND AWARD LIMITATIONS

The MSF (or EGLE) may authorize the capture of tax increment revenue generated from the School Operating millage (18 mills) and State Education Tax (SET) millage (6 mills) by the requesting BRA. These tax revenues, for

---

[4] Michigan-based developers with limited real estate experience and financial resources who support local initiatives and have completed commercial real estate training programs.

[5] Geographically Disadvantaged Business Locations are defined as economically distressed and historically underinvested census tracts and counties, especially in urban and rural areas, that tend to experience relatively high unemployment and low household incomes. MEDC and the State of Michigan operationalize Geographically Disadvantaged Business Locations to constitute Treasury-designated Opportunity Zones and Small Business Administration-defined HUBZones (Historically Underutilized Business Zones).

[6] A Pathway Job is categorized as either "targeted" or "promising." A targeted job is a Qualified New Job in which the wages generally allow a family to sustain life needs such as food, shelter, utilities, transportation and childcare, etc. to support a modest life style, and also includes an employer sponsored health program and/or other employer sponsored benefits. Identifying a target job is generally determined using third-party resources. A promising job is a Qualified New Job in which the wage is below a wage generally considered a "targeted" wage threshold for the applicable county, however, is designed to provide a career pathway to a "targeted" job within a reasonable period of time, such as over a five (5) to ten (10) year period. Identifying a "promising" job is generally determined through identified proposed training that is expected to result in industry-recognized credentials, or third-party resources and analyses then utilized by the MEDC.

which capture is approved by the MSF or EGLE are referred to as State Tax. Fifty percent of the taxes levied under the SET captured annually for up to 25 years for projects included in a brownfield plan after January 1, 2013 will be paid to the state for use in the State Brownfield Redevelopment Fund to support program administration and grant and loan programs. The amount of the request considered by the MSF cannot exceed the maximum amount of eligible activities as identified in the brownfield plan. There is no eligible activity maximum amount for a single request; however, the MSF reserves the right to award less than the amount requested, based on staff evaluation of the proposed project.

APPLICATION AND SELECTION PROCESS

All applicants are required to provide a draft work plan while working with their Community Assistance Team member or Business Development Manager. Community Assistance Team members can be identified by going to miplace.org and Business Development Managers can be identified by going to michiganbusiness.org.

The following is a summary of the process[7]:

1. Identify Project: MEDC engages with local partners around a potential project.
2. Project Scoping and Feasibility Review: Applicant provides draft intake documentation for initial review.
3. Letter of Interest: MEDC provides a Letter of Interest, when appropriate.
4. MEDC completes a comprehensive review of the project, including compliance with statutory requirements, verification of local approval, background check of entities being reimbursed and works with the applicant to ensure they have an administratively complete work plan with additional supporting documents.
5. MEDC prepares a recommendation to the Michigan Strategic Fund (MSF) Board or its authorized delegate for consideration and if approved, the BRA administers collection of State Tax increment and developer reimbursement.
6. The BRA reports project activity annually, and the MEDC provides reporting results to the legislature, required by Act 381[8].

Background Check

The Michigan Strategic Fund ("MSF") Act requires the MSF Board to establish requirements to ensure any applicant(s) seeking an MSF incentive in the amount of $15,001 or more is subject to a civil and criminal background check as part of the due diligence process for programs and activities created and operated by the MSF. Background check guidelines and procedures are outlined in the MSF Background Review Policy and can be found on our website at michiganbusiness.org.

PROGRAM REQUIREMENTS AND LIMITATIONS

The MEDC, in conjunction with the Department of Environment, Great Lakes and Energy (EGLE) provides an Act 381 Work Plan Guidance document, which is posted online and contains in depth explanation of statutory definitions and eligible activities. See **Appendix B** for specific statutory interpretations and MSF policies.

APPENDIX A: ELIGIBLE PROPERTY

Eligible property includes one or more of the following:

[7] A more detailed process flow chart can be found at miplace.org.

[8] BRAs are statutorily required to report BRA activity and active project data to the MEDC by August 31 on an annual basis. For a project to be eligible for Community Development Incentive Support, the municipality in which the project is located must be in compliance with the statutory reporting requirements.

Facility:
As defined in Public Act 451 of 1994, MCL 324.20101, means any area, place, or property where a hazardous substance in excess of concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. A Phase I and Phase II Baseline Environmental Assessment is used to determine whether the property is a facility. The MEDC will confirm with the Michigan Department of Environment, Great Lakes and Energy (EGLE) who will certify the property as a facility after adequate documentation is received from the developer.

Historic Resource:
A publicly or privately-owned historic building or structure, individually listed, or located within a historic district designated by the National Register of Historic Places, the State Register of Historic Sites, or a local unit acting under the Local Historic Districts Act, 1970 PA 169. Documentation is required to verify any of the above designations.

Functionally Obsolete:
Property that is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself, or the property's relationship with other surrounding property as determined by a Michigan Advanced Assessing Officer or a Michigan Master Assessing Officer.

Blighted:
Property that meets any of the following criteria as determined by the respective unit of government, building official, or assessor when applicable:

- Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance;
- Is an attractive nuisance to children because of physical condition, use, or occupancy;
- Is a fire hazard, or is otherwise dangerous to the safety of persons or property;
- Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use;
- Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state;
- Is property owned, by or under the control of, a land bank fast track authority under the Land Bank Fast Track Act, 2003 PA 258; and
- Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.

Transit-Oriented Property:
Property that houses a transit station in a manner that promotes transit ridership or passenger rail use.

Transit-Oriented Development:
Infrastructure improvements that are located within ½ mile of a transit station or transit-oriented property that promotes transit ridership or passenger rail use as determined by the municipality.

Targeted Redevelopment Area (TRA):
A development area with at least 40 and no more than 500 contiguous parcels located within a Qualified Local Government Unit (QLGU) and designated as a TRA by resolution of the governing body and approved by the MSF.

Adjacent or Contiguous:

Other parcels that are adjacent or contiguous to qualifying property described above that is part of the same project and all properties are improved.

APPENDIX B: Detailed Program Policies

Land Bank Fast Track Authority Owned or Controlled Eligible Property

Act 381 allows any property owned by or under the control of a Land Bank Fast Track Authority (LBFTA) to qualify as eligible property under the blighted definition, however, the MSF will not support state tax capture for projects that qualify as blighted due to being owned or under the control of a LBFTA, if there is not a clear demonstration that the property was acquired and held by the LBFTA for a reasonable amount of time prior to the property's inclusion within a brownfield plan, or if acquisition of the property by the LBFTA was for the purpose of reducing the property's initial taxable value to zero, increasing access to additional eligible activities or qualifying an otherwise non-brownfield property as a brownfield. Exceptions to this policy that allow for the transfer of properties to a land bank will be considered for projects where the land bank has waived the 5/50[9] capture for those properties and one or more of the following apply:

- Project has state or federal mortgages or regulatory agreements in place for affordable or attainable housing
- Project is preserving a historic resource
- Project is expected to have an extraordinary economic development benefit to the state and also has extraordinary infrastructure needs. These projects will have a profound ripple effect of positive change that fundamentally enhances the fiscal capacity of state and local governments or redefines the identity and image of the state's economy.

Targeted Redevelopment Area (TRA)

Act 381 allows for properties to qualify as eligible properties by being included in a targeted redevelopment area of not fewer than 40 and not more than 500 contiguous parcels of real property located in a qualified local governmental unit and designated as a Targeted Redevelopment Area by resolution of the governing body and approved by the Michigan Strategic Fund. A brownfield plan using the Targeted Redevelopment Area designation to qualify eligible property should fully describe the goals of the project and why the parcels should qualify for the designation. The MSF will consider support for a TRA based on the prevalence of brownfield conditions throughout the proposed area, and the likelihood that designation will lead to significant alleviation of brownfield conditions. The following criteria apply to eligible property designated as a TRA by the BRA and MSF:

- Capture on all parcels must begin at the same time, and within five years of inclusion in the brownfield plan.
- Parcels included in a TRA designation must have identified eligible activities occurring on or supporting the eligible property.
- Once a TRA designation is approved, parcels may not be removed. Parcels included in a TRA designation may only be removed from the associated brownfield plan or Act 381 work plan through the termination or abolishment of the brownfield plan and TRA designation by the approving BRA.
- Eligible property included in the TRA designation may not be contributing available capture to another TIF authority.

Eligible Activity Costs Incurred Prior to MSF Approval

Any costs incurred for MSF eligible activities prior to approval of the brownfield plan, work plan, or combined brownfield plan are made at the developer's risk and with the understanding that State Tax capture may not be approved for those activities. The MSF understands that there are often practical reasons that some non-environmental eligible activities may be incurred prior to completion and approval of the brownfield plan and the Act 381 work plan. The date which eligible activity costs may be incurred and included in the reimbursement of eligible activity costs recommended for

[9] 5/50 Capture is fifty percent of the eligible tax reverted property specific tax that for five years is distributed to the authority that sold or otherwise conveyed the property under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774, which sale or conveyance caused the property to be eligible tax reverted property, as described in Public Act 260 of 2003 (211.1025).

MSF approval must typically be the lesser of up to one year prior to the local approval of a brownfield plan or the start date which the municipality approves for eligible activity cost expenditures. Costs incurred more than one year prior to the approval of a local brownfield plan will not be considered as part of the recommendation unless there are special considerations that justify the request or those cost were incurred by a public entity in which case they may be considered for reimbursement.

Tax Increment Revenue (TIR) Initial Capture Date and Capture Period

The beginning date of TIR capture does not need to coincide with the first year that the taxable value increases but the capture period cannot exceed 30 years and the end date of capture can be no later than 35 years following the eligible property being approved in the Plan. In the case of a brownfield plan that was approved without tax capture (a Michigan Business Tax (MBT) only plan), that plan may be amended to begin capture after 5 years from the original approval date, but the start date of capture must be identified to begin within 5 years of the approval of the brownfield plan and capture may not exceed 30 years from the start date.

Proportionality of State and Local Taxes

Unless otherwise explicitly stated by the MSF in the Act 381 work plan approval, capture of state and local taxes to reimburse the cost of eligible activities must be relatively proportional to the ratio of state to local taxes being levied at the time such approval is granted. Alternatively, the local support could be achieved through another local source such as an abatement, or other approved local contribution rather than the local brownfield tax increment revenue.

If a BRA decides to pass through a percentage of captured taxes to taxing jurisdictions, then state support using the proportionality test will be applied in the same percentage. For example, if the BRA utilizes 90 percent of local taxes for reimbursement of eligible activities, then only 90 percent of state taxes can be utilized for the same and 10 percent is passed through to the taxing jurisdictions including the state.

Interest

The MSF may support up to 5 percent simple interest on a project based on the following criteria:

- Interest will be based on the cost of principal eligible activities including demolition, infrastructure improvements, site preparation and lead, asbestos and mold abatement.
- The project must demonstrate financial need as determined by MEDC staff's analysis of project financing, including the layering of state and local incentives.
- Interest must be supported by the local BRA and the interest rate must be included in the approved brownfield plan.
- Interest will be calculated based on the number of years required to fully reimburse non-environmental and/or environmental activities as reflected in the Act 381 work plan.

The MSF reserves the right to approve an interest rate and/or interest amount lower than what is requested in the work plan.

Responsible Party

Act 381 prohibits School Tax capture to be used for response activities that benefit a party responsible for an activity causing a release under section 20126 or 21323a of the NREPA. Act 381 contains an exception for municipalities in regards to landfills only. Act 381 does not prohibit use of School Taxes for non-environmental activities. The MSF may consider work plans that include non-environmental activities that benefit a responsible party, if the response activities are also being addressed outside of the Act 381 work plan. MEDC staff will coordinate with EGLE when reviewing the project.

Contingency

The MSF may support up to a maximum of fifteen percent contingency for unforeseen circumstances and cost overruns on the estimated cost of the proposed activities. The contingency shall not be calculated on the costs for brownfield plan/work plan preparation or implementation, interest, or for activities conducted prior to Act 381 work plan submittal.

WCBRA Financial Report - March 2021

Developer Reimbursement Complete

Project	Maple Shoppes	Michigan Inn	Zingerman's	Arbor Hills	618 S. Main	Jiffy Warehouse/140 Buchanan	544 Detroit	Packard Square	Water Street	Kingsley Condos - 221 Felch	615 S. Main -A2	Grand View Commons-Dexter	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park-Roxbury	Rockwell Bldg-Chelsea	Maple Oaks-Saline
Project Parameters																		
Brownfield Plan - Max Developer Reimbursement	$ 1,209,027.00	$ 655,640.00	$ 1,233,937.00	$ 5,400,000.00	$ 4,628,636.00	$ 580,676.00	$ 698,773.00	$ 3,582,222.00	$ 22,874,634.00	$ 4,000,000.00	$ 4,489,510.00	$ 3,370,613.00	$ 13,159,069.00					
Actual Approved Eligible Activity Expenses	$ 1,010,042.00	$ 397,839.13	$ 600,218.85	$ 4,384,556.00	$ 2,726,826.00	$ 298,463.97	$ 383,368.00	$ 3,431,092.00		$ 4,000,000.00	$ 2,609,663.57	$ 1,552,678.00	$ 6,787,385.93					
Approved Eligible Activity Expense Reimbursed to Date	$ 623,891.93	$ 397,839.13	$ 222,575.55	$ 3,604,643.46	$ 1,144,845.21	$ 298,463.97	$ 133,378.89	$ 3,431,092.00		$ 1,406,361.34	$ 2,377,039.31	$ 100,608.21	$ 528,210.58					
Remaining Approved Eligible Activity Expenses	$ 386,150.07	$ -	$ 377,643.30	$ 779,912.54	$ 1,581,980.79	$ -	$ 249,989.11	$ -	$ -	$ 2,593,638.66	$ 232,624.26	$ 1,452,069.79	$ 6,259,175.35	$ -	$ -	$ -	$ -	$ -
Remaining Interest Eligible Activity to be Reimbursed	$ 41,282.00	$ 36,964.00	$ 195,056.69	$ 1,015,444.00	$ 404,253.61	$ -	$ 56,955.84	$ 53,331.18				$ 142,556.75						
Interest Reimbursed to Date		$ 10,583.67						$ 53,331.18										
Remaining Interest to be Reimbursed	$ 41,282.00	$ 26,380.33	$ 195,056.69	$ 1,015,444.00	$ 404,253.61		$ 56,955.84	$ -				$ 142,556.75						
Project Financial Activity																		
12/31/20 Fund Balance	$ -	$ -	$ 5,000.00	$ -	$ -		$ 5,000.00		$ 126,649.96	$ -	$ (37,972.50)		$ (247.00)			$ 513.35		
TOTAL 2020 REVENUES																		
Application Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ 5,000
Interest Revenue*																		
TIF Revenue/Capture	$ 16,975.54	$ 11,476.94	$ 10,783.42	$ 132,044.25	$ 81,884.20	$ 39,540.55	$ 4,243.36	$ 341,653.31	$ 3,162.07	$ 198,739.48	$ 214,662.02	$ 33,983.71	$ 141,826.91	$ 6,876.68		$ 139.66		
Total Revenues	$ 16,975.54	$ 11,476.94	$ 10,783.42	$ 132,044.25	$ 81,884.20	$ 39,540.55	$ 4,243.36	$ 341,653.31	$ 3,162.07	$ 198,739.48	$ 214,662.02	$ 33,983.71	$ 141,826.91	$ 6,876.68	$ -	$ 139.66	$ 4,000	$ 5,000
2020 EXPENDITURES																		
Certified Expense Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Administrative Fee Transfer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
LBRF Revenue or Deposit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
State of MI Brownfield Fund (Approved after 2014)						$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Total Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Misc Refund																		
Current Brownfield Account Balance	$ 16,975.54	$ 11,476.94	$ 15,783.42	$ 132,044.25	$ 81,884.20	$ 39,540.55	$ 9,243.36	$ 341,653.31	$ 129,812.03	$ 198,739.48	$ 176,689.52	$ 33,983.71	$ 141,579.91	$ 6,876.68	$ -	$ 653.01		

***** *Includes Admin and LBRF Funds***

Total of all 2021 CY TIF Reimburse Transfers	$ -
Total of all CY 2019 Admin Transfers	$ 165,000.00
Total of all CY 2018 Admin Transfers	$ 164,999.72
Total of all CY 2017 Admin Transfers	$ 164,113.00
Total of all CY 2016 Admin Transfers	$ 150,739.88
Total of all CY 2015 Admin Transfers	$ 114,437.35
Total of all CY 2014 Admin Transfers	$ 87,198.19
2020 LBRF Capture Running Current Yr Total	$ -

ACCOUNT BALANCES SUMMARY

Admin Fund Cash Reserves as of 2-28-21*	**$ 29,115**	** Max AnnualAdmin Capture $165,000 per Act 381, with 15 active projects*
LBRF Interest earned in 2020 as of 12-31-20 (inc. in bal. below)	**$ 7,770**	
LBRF Balance as of 2-28-21	**$ 1,201,990**	

NO TRANSACTION APPROVALS REQUESTED

PROJECT	Winter 2020 TIF (Recent Transfers)	2020 TOTAL TIF (to calc Admin)	2020 Admin	LBRF Capture	DEVELOPER REIMBURSEMENT
Thompson Block 2020 Capture	$ 6,876.68	**$ 6,876.68**	N/A	N/A	No Elig. Activities Yet
Family Dollar (Water Street) 2020 Capture	$ 33,162.07	**$ 33,162.07**	$ 3,316.21		
Zingerman's Winter 2020	$ 10,783.42	**$ 36,840.61**	$ 3,684.06	$ 5,526.10	$ 6,573.26
544 Detroit Winter 2020	$ 4,243.36	**$ 30,561.09**	$ 2,596.00		$ 6,647.36
Arbor Hills Winter 2020	$ 132,044.25	**$ 588,318.85**	$ 30,610.23		$ 101,434.02
Kingsley Condo Final Winter 2020	$ 23,906.84	**$ 929,265.81**	$ 48,349.70		$ 150,389.78
1140 Broadway Winter 2020	$ 141,826.91	**$ 663,154.14**	N/A	$ 19,894.62	$ 121,932.29
Broadway Park	$ 139.66	**$ 653.01**	No Admin for 2020		
615 S. Main		**$ 1,239,709.11**	$ 32,251.03		$ 144,438.49
Packard Square		**$ 1,597,502.24**	$ 13,299.97	$ 328,353.34	N/A
618 S. Main		**$ 266,454.74**	$ 13,863.64		$ 68,020.56
Michigan Inn		**$ 53,663.88**	$ 1,847.00		$ 9,629.94
Maples Shoppes		**$ 79,975.31**	$ 3,189.00		$ 13,786.54
Jiffy Warehouse/140 Buchanan	$ 39,540.55	**$ 71,053.12**	$ 7,105.31	$ 32,435.24	N/A
Grandview Commons Winter 2020	$ 33,983.71	**$ 97,757.01**	$ 4,887.85		$ 29,095.86
Grand Total			**$ 165,000.00**	**$ 386,209.30**	**$ 651,948.10**

Admin Fees Calculations

		2017 Total TIF =	ADMIN Calc	2017 Notes		2018 Total TIF	2018 Admin Calcs	2018 Notes	2019 Total TIF	2019 Admin Ca	2019 Notes	2020 Total TIF	2020 Admin Calc	2020 Notes	Proportional Reduction for High Volume TIF
Maple Shoppes	No to exceed 5% of eligible activities. Payment of $52,571, divided over length of TIF.	$ 59,288.94	$ 3,189.00	OK		$ 62,143.43	$ 3,189.00		$ 63,442.30	$ 3,189.00		$ 79,975.31	**$ 3,189.00**	FLAT	
Michigan Inn	Not to exceed 5% of annual TIF revenue. Payment of $26,300, divided over length of TIF, paid to BRA	$ 36,949.27	$ 1,847.00			$ 53,686.94	$ 1,847.00		$ 53,863.78	$ 1,847.00		$ 53,663.88	**$ 1,847.00**	FLAT	
Thompson Block	(No Admin during OPRA Period of 10 yrs)	$ -							$ -	$ -		$ 6,876.68	$ -	No Admin during OPRA	
Water Street	10% of total annual TIF	$ 35,654.24	$3,565.42			$ 36,466.95	$ 3,646.70	Rec'd Apr 2019	$ 34,127.79	$ 3,412.78		$ 33,162.07	**$ 3,316.21**		
Zingerman's	10% of Eligible Activities. Payment of $81,726, divided over length of TIF.	$ 39,521.09	$3,952.11			$ 41,077.82	$ 4,108.00		$ 36,423.30	$ 3,642.33		$ 36,840.61	**$ 3,684.06**	**10%**	
601 Forest (Final Admin taken on PP collected late)	5% of Annual TIF Capture		$ 5,569.02						$ -	$ -		$ -	$ -		
Arbor Hills Crossing	BRA will collect payment for Admin fees of $448,624. Payment will be divided over length of TIF, as determined by BRA.	$ 555,203.65	$ 80,000.00	7 yrs left, 338K left to collect in Admin	Should take more now, and less in upcoming years	$ 568,187.95	$ 8,664.93	Waiting on DQ PPT from '18	$ 593,524.32	$ 29,676.22	**ONLY 5% this year!**	$ 588,318.85	*$ 58,831.89*	**10%**	$ 30,610.23
Packard Square	$25,587 per year in BF Plan. RA: BRA will collect admin fees of $358,222, divided over the length of the TIF, as determined by BRA	$ 233,401.05	$ 32,037.00	Flexible!	more now, as TIF payoff short	$ 949,290.22	$ 80,000.00	Will capture from Summer 201	$ 1,624,420.05	$ 24,230.11		$ 1,597,502.24	*$ 25,587.00*	**LBRF and Admin this year**	$ 13,299.97
618 S. Main	10% of annual TIF. RA does not address Admin Capture	$ 255,931.56	$ 25,593.16	Correct 17 capture		$ 250,154.12	$ 25,015.41		$ 261,941.67	$ 26,194.17		$ 266,454.74	*$ 26,645.47*	**10%**	$ 13,863.64
544 Detroit Street	TIF Table shows straight $2,596 annually for 22 years. RA does not address Admin Capture	$ 28,546.46	$ 2,596.00	Correct 17 capture		$ 29,451.94	$ 2,596.00		$ 30,245.87	$ 2,596.00		$ 30,561.09	**$ 2,596.00**	FLAT	
140 Buchanan - Jiffy	BF Plan reflects 10% of annual TIF. RA does not address Admin capture.	$ 66,510.08	$ 6,651.01	Correct 17 capture		$ 69,039.30	$ 6,903.93	Will receive Winter Real c	$ 69,839.43	$ 3,491.97	**ONLY 5% this year!**	$ 71,053.12	**$ 7,105.31**	**10%**	
615 S. Main	5% of Annual TIF Capture	$ -				$ 177,760.60	$ 8,888.03		$ 1,225,429.02	$ 36,762.87	**Only 3% this year!**	$ 1,239,709.11	$ 61,985.46	**5%**	$ 32,251.03
Kingsley Condos - 221 Felch	10% of annual TIF, up to $400,000 maximum, but flexible					$ 201,412.09	$ 20,141.00		$ 560,377.30	$ 28,018.87	**ONLY 5% this year!**	$ 929,265.81	$ 92,926.58	**10%**	$ 48,349.70
1140 Broadway	NO ADMIN CAPTURE - 3% Annual TIF as LBRF ONLY					$ 2,291.76	$ -		$ 4,978.69	$ -	$149.36 in LBRF only	$ 663,154.14	$ -	$19,894.62 in LBRF only	
Grandview Commons-Dexter	5% of Annual Available TIF Capture (DDA Capture NOT available)	$ -				0			$ 38,773.59	$ 1,938.68	Will receive in March	$ 97,757.01	**$ 4,887.85**	**5%**	
Broadway Park												$ 653.01	0	None for 2020	
3045 Broad St. (Dexter)															Total after .5023 reduction
		TOTAL	**$ 164,999.72**				**$ 165,000.00**			**$ 165,000.00**			**$ 292,601.83**		**$ 138,374.57**
													$ 26,625.43		
													$ 265,976.40	$ 127,601.83	
														$ 138,374.57	
											Proportional Reduction of High TIF Projects	**265,976.40 X .5203**	**$138,374.57**		
													26,625.43		
												GRAND TOTAL	**$165,000.00**		