Washtenaw County Brownfield Redevelopment Authority

VIRTUAL MEETING AGENDA

Thursday, August 12th 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. June 10, 2021 Meeting
5. **Board Member Conflict of Interest Disclosure**
6. **Business**
   1. Maple Oaks Reimbursement Agreement – Action
   2. Maple Oaks Interlocal Agreement with Saline Tax Increment Finance Authority - Action
   3. Water Street Reimbursement Agreement, City of Ypsilanti – Action
   4. 206-210 N. Washington, Avalon Housing, Add'l Assessment Grant Request – Action
   5. 415 W. Washington Redevelopment, City of Ann Arbor – Discussion
   6. July 2021 Financial Report – Information Only
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, June 10, 2021, 9:00 a.m.

Board Present:	Trevor Woollatt – Chair, Christy Maier, James Harless, Sue Shink, Morgan Foreman (joined 9:28), Joe Meyers, , Karen Lancaster, Sybil Kolon
Board Absent:	Allison Krueger – Vice Chair,
Staff:	Nathan Voght OCED
Joining the Video conference:	Julia Upfal – City of Chelsea, Dave Van Haarren – TriTerra, Mark Quimby – SME, Ron Mucha – Morningside, Michael Appel – Avalon Housing
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 Cascade Twp., Kent County, Christy Maier, calling from Kenneth Square Chester County Pennsylvania, Sue Shink, calling from Northfield Twp., Washtenaw County, Sybil Kolon, calling from Manchester Twp, Washtenaw County, Karen Lancaster, calling from Saline, Washtenaw County, Joseph Meyers, calling from City of Ypsilanti, Washtenaw County.

2. Public Comment

There was no public comment.

3. Approval of Agenda

J. Harless moved to approve the agenda (2nd C. Maier), and the motion passed unanimously.

4. Approval of May 13th, 2021 Meeting Minutes

S. Kolon indicated she was not included in the roll call, but should have been. Also, the approval date at the end of the draft minutes should be removed until approved.

S. Kolon moved to approve the May 13, 2021 minutes with the noted changes (2nd K. Lancaster), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

J. Harless stated he has a conflict with Business Item #1, 1140 Broadway.

6. Business

1. <u>1140 Broadway (Beekman on Broadway) Eligible Activity Approval – Action</u>
J. Harless recused himself from the discussion on this item.

N. Voght summarized the discussion at the April meeting, where soft costs were discussed and about $308,000 of them were tabled for further discussion and review. These fees include third party City inspection fees of public utility installation, and other design and inspection charges. The Board discussed the differences last month of various fees, such as tap fees, design fees, permit fees, and inspection fees. Mr. Voght indicated further discussion has occurred with the Chair, and Mr. Quimby, of SME, regarding the costs.

Staff pointed out that, while these costs were flagged initially as significantly over the budgeted amount for that task in the Brownfield Plan, costs often shift between tasks. Further, the overall hard cap on Non-Environmental activities is in place, so the developer is not receiving additional funds. Staff recommends the tabled costs are approved, as they are directly related to an eligible public utility installation, and it's not uncommon for costs to vary from projections in the Brownfield Plan.

T. Woollatt indicated he had talked to staff and agrees that these costs are eligible.

J. Meyers move to approve the $308,283.48 in Non-Environmental Soft Costs tabled at the previous meeting (2nd S. Shink), and the motion passed unanimously, with J. Harless abstaining from the vote.

2. Maple Oaks Reimbursement Agreement – Action

N. Voght summarized the draft Reimbursement Agreement, noting the City's conditions that only 50% of the $108,000 in Site Demolition costs be reimbursed after engineering issues are addressed, and the remaining 50% when the future north phase is at least 50% complete.

The Board questioned the other costs in the Reimbursement Agreement, such as some of the environmental investigations that will be for the future, northern, phase, and why Maple Oaks south should be reimbursed for these costs.

The applicants are not in attendance, and so the Board suggests that the item should be tabled for future consideration.

J. Meyers moved to table the Reimbursement Agreement for Maple Oaks (2nd J. Harless), and the motion passed unanimously.

3. Rockwell Building, Chelsea, Act 381 Work Plan – Action

N. Voght stated a draft Work Plan was received and reviewed by the Sub-Committee with no comment. Staff has reviewed the Work Plan and it is satisfactory.

J. Meyers moved to approve the Work Plan for the Rockwell Building (2nd S. Shink), and the motion passed unanimously.

4. Rockwell Building, Chelsea, Reimbursement Agreement – Action

N. Voght referred to the draft Agreement in the packet. J. Harless asked that the draft Agreement show track changes from the template when presented to the Board.

J. Meyers moved to approve the Reimbursement Agreement as presented (2nd J. Harless), and the motion passed unanimously.

5. 206-210 N. Washington Environmental Assessment Grant, Avalon Housing - Action

N. Voght summarized the application and the site, which is under purchase agreement by Avalon, with the City of Ypsilanti.

Michael Appel, of Avalon Housing, provided a history of the site and their plans for housing. They want to build up on the single story portion and provide about 20 units. LIHTC is proposed to help finance the development. The bulk of the units will be Supportive Housing.

Staff pointed out that there are some structural safety issues with performing the environmental assessments, and a cost quote of about $9,800 to address them prior to the work. Staff is supportive of including that, too.

Staff stated that the Board could fund this using Admin or LBRF, and that future LBRF may be requested for other eligible costs.

J. Meyers moved to approve the Phase I, Hazardous Materials Survey, and Safe Structural Condition building costs, a total of $17,456, from LBRF, with future Phase II costs to be presented for consideration by the Board (2nd J. Harless), and the motion passed unanimously.

6. May 2021 Financial Report – Information Only

Presented for information only.

7. Other Business

T. Woollatt asked what limitations would there be on interest generated on LBRF balances? For example, could we use the interest to fund MSHDA noise studies, radon, or other ineligible costs? The Board thought a legal opinion would be good. T. Woollatt volunteered to ask John Byl about this.

The new MEDC TIF Guidance was discussed around new Land Bank options.

Staff asked if there were any comments on the final 2019-2020 Two-Year Brownfield Authority report, and there were none.

8. Public Comment:

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

9. Adjournment:

The meeting adjourned at 10:16 a.m.

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

Washtenaw County Brownfield Redevelopment Authority

Agenda Summary Memo

REGULAR VIRTUAL MEETING

9:00 a.m. Thursday, August 12th, 2021

TO: Washtenaw County Brownfield Authority
FROM: Nathan Voght, Washtenaw County Brownfield Coordinator
DATE: August 5, 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. **Maple Oaks Reimbursement Agreement – Action**

   The Board tabled this item at the June 10th meeting, requesting more information. Staff met with Anne Jamieson, the environmental consultant on the project, and the Chair. The Agreement as presented reflects the City's conditions of approval, restricting 50% of the $108,000 in Site Demolition "Look Back" activities when the developer has addressed engineering concerns with Maple Oaks South, and the remaining 50% for when the future north phase is at least 50% complete. In addition, it makes clear that other eligible activities, such as environmental due diligence, legal fees, and Brownfield Plan preparation, are not subject to this restriction.

   The other notable change is the removal of insurance requirements for this Agreement, as no future Eligible Activities will occur under this Agreement. This was approved by County Risk Management, Judy Kramer.

   Staff recommends approval of the Reimbursement Agreement.

2. **Maple Oaks Interlocal Agreement with Saline Tax Increment Finance Authority – Action**

   The City informed staff in late June that the Maple Oaks development is located within the Saline Tax Increment Finance Authority District, which captures 40% of approximately 28 local millages. Similar to DDAs, the TIFA district is first in line to capture the millages that otherwise the Brownfield Authority would capture. Therefore, an Interlocal Agreement would be required between the TIFA and BRA, to allow the incremental taxes to be utilized for reimbursement of eligible brownfield activities.

   The Saline TIFA held a special meeting on July 26th, and passed the Interlocal Agreement included in the packet. It is requested that the Brownfield Authority now approve and sign the Agreement.

3. Water Street Reimbursement Agreement – Action

The Water Street Brownfield Redevelopment property is located in the City of Ypsilanti along the Huron River. The 36 acres was acquired by the City approximately 15 years ago, with the goal of full scale redevelopment. The current Water Street Brownfield Plan was adopted in 2015, and includes up to $18M in Eligible Developer-Reimbursable Activities, and an additional $4M in Administrative fees and LBRF capture. The Brownfield Plan was adopted to help induce development and to provide a finance mechanism for environmental activities and public infrastructure improvements.

Kaufman Jacobs/Kalabat is a developer currently interested in the site, and has been working with the City on a potential Letter of Interest and Purchase Agreement. The developer held public input sessions last November on conceptual development plans. (Scroll to the bottom of this webpage to see their plans and recordings of the public sessions). It is anticipated an updated conceptual plan will be released soon for further public review.

The Board has supported the City's redevelopment efforts on this site, including a 2017 $240,000 LBRF grant to remediate PCBs along the Border to Border Trail through the Site, and the recent approval of $125,000 in LBRF grant funding to remove another PCB hot spot, with the condition the City seek reimbursement of the $150,000 balance currently in the TIF account, which has been generated from the Family Dollar, to contribute towards the $275K total cost. To date, the Family Dollar is the only development that has occurred within the Water Street area, which generates approximately $35,000 per year.

The draft City of Ypsilanti Reimbursement Agreement is based on our Template, but has additional wording clarifying the position this Agreement takes, and that additional Agreements will be approved to share reimbursement of Eligible Activities under the Brownfield Plan. This City Agreement would be a "master" Agreement, allowing the City to seek reimbursement for certain environmental eligible activities' costs it has incurred over the years, at its discretion. The City intends to immediately seek reimbursement of the approximately $150,000 currently in the account, to supplement the Board's $125,000 LBRF grant in June for PCB remediation. As developer(s) are engaged by the City and the site is redeveloped, Act 381 Work Plans would be developed to detail redevelopment strategies and detailed costs, which would then serve as a basis for additional Reimbursement Agreement(s).

Temporary Corporation Counsel, Curt Hedger, has reviewed the draft Reimbursement Agreement and is satisfied with the terms, provided the Authority approves.

4. 206-210 N. Washington, Avalon Housing, Additional Assessment Grant Request – Action

Avalon Housing was awarded $17,456 in LBRF funding at the June meeting for Phase I, Hazardous Materials Survey, and structural modifications to allow safe performance of the environmental investigations/surveys. The Board invited the applicant to submit future funding requests for the Phase II investigation once known.

The Phase I, Hazardous Materials Survey have been completed, and a Phase II scope identified. ASTI has provided a cost proposal for a Phase II Soil and Groundwater testing ($7,300 and $1,700), and BEA ($1,900) and Due Care Plan ($1,800), which is included in the packet. Here is a **link to Environmental reports** completed so far.

Staff is supportive of increasing the LBRF award by the additional $12,700 requested.

5. 415 W. Washington Redevelopment, City of Ann Arbor – Discussion

The City of Ann Arbor owns 415 W. Washington, among various other sites in and around downtown Ann Arbor, and is pursuing redevelopment of the sites, with a goal of increasing affordable housing. The City is working with SmithgroupJJR and TetraTech to "pre-entitle" the property for redevelopment. A public process has already been undertaken that resulted in fairly detailed concept development plans. The City needs to do additional environmental investigation in order to determine whether the development concept is feasible, and provide a "turn key" site to solicit development proposals. Brownfield TIF will also likely be needed and sought to support redevelopment.

Staff walked the site with the City and consultants on July 21st. Here are pictures of the site.

Derek Delacourt and Patti McCall will attend the meeting to discuss the project and potential Brownfield Authority involvement to assist with redevelopment.

Here is a link to previously conducted environmental studies and maps.

6. July 2021 Financial Report – Information only

Please see the attached financial report, which is for information only. I added Row #6, "Brownfield Plan – Maximum Developer Reimbursement" in order to distinguish between total approved in the Brownfield Plan for developers, and total including Admin and LBRF capture.

The City of Ann Arbor will be making a summer 2021 distribution next week, which will be reflected in the next financial report.

<u>Staff Updates</u>

The County Board of Commissioners released a list of potential projects that could be included in the Washtenaw County Rescue Plan. This plan leverages the $71 million the county will receive through the American Rescue Plan's Coronavirus State and Local Fiscal Recovery program, along with other funding. The total will be approximately $100 million of investment in our community. The potential project list for these investments can be found here. Please consider giving feedback on the project list in this newly launched survey where residents can express support for different potential projects, offer feedback about each priority category, and suggest other possible uses as part of this plan.

The City of Ann Arbor has applied for a Michigan DNR Trust Fund grant to support the development of the public recreational areas of Broadway Park. https://www.mlive.com/news/ann-arbor/2021/06/ann-arbor-may-seek-7m-from-state-to-help-fund-riverfront-redevelopment.html Here's a PDF of the article, if the paywall blocks access. Here's a good map of the project. The City will be presenting the application to the DNR at the end of August, and they expect a decision on the grant in November or December. The developer is waiting for this funding piece, and others, to proceed with the project.

Please see the Press Release from June 30, 2021 in the packet for the 2019-2020 Brownfield Authority Two-Year Report. The report has been posted to the Brownfield webpage, as well.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated 15th day of May, 2021 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, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and 600 North Maple, LLC (the "Developer"), a Michigan Corporation, whose address is PO Box 8307, Ann Arbor, MI 48107.

RECITALS

A. Pursuant to Act 381, as amended, the Authority has prepared a Brownfield Plan for the Eligible Property (the "Property") described below that was duly approved by the Washtenaw County Board of Commissioners with concurrence from the City of Ann Arbor:

    a. Located at 600 N. Maple Road in the City of Saline, Washtenaw County, Michigan

    b. Tax Identification Numbers 18-12-31-325-023, 18-12-31-325-038, 18-12-31-325-037, and 18-12-31-210-017, all of which existed at the time of acquisition, some of which may have been further subdivided into condominium elements, with the construction of Maple Oaks.

    c. Legal Descriptions provided in Exhibit B

B. The Developer plans to redevelop the Property as follows:

    a. Completion of the Maple Oaks Condominiums, Maple Oaks South. ~~and construction of community building with residential use above on Maple Oaks North, and any accessory uses~~ (the "Improvements").

    b. T~~his will occur through t~~he Developer previously incurred ~~incurring~~ costs, identified as ~~some of which were previously incurred as~~ "look-back" costs, and other "Pre-Approved Activities related the Baseline Environmental Assessment.

    c. The Improvements (including Maple Oaks North) will result in a total private investment of approximately $12.5 million, and will increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

C. The Developer ~~will conduct (and~~ has conducted~~)~~ Eligible Activities and incurred eligible costs pursuant to the approved Brownfield Plan, Act 381, and according to the terms of this Agreement.

D. Act 381 permits the capture and use of the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.

E. Act 381 permits the use of Tax Increment Revenue (TIR) to support the payment of interest on unreimbursed Eligible Costs.

F. The Authority intends to fund the Local Brownfield Revolving Fund (LBRF) during the Developer Reimbursement period.

G. The Authority has incurred and will incur Administrative Costs for its operations and the preparation, approval, and administration of the Brownfield Plan, for which it may seek reimbursement from TIR captured to fund the LBRF.

H. In accordance with Act 381, the approved Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Property resulting from its Improvements to reimburse the Developer for actual expenses incurred for approved Eligible Activities, the Authority for its Administrative Costs, and to fund the LBRF.

I. The parties are entering into this Agreement to establish the terms, conditions and procedures for the reimbursement from TIR.

TERMS AND CONDITIONS

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

1. Definitions All terms included in this agreement are defined through Exhibit A "Definitions"

2. The Brownfield Plan – The Brownfield Plan, which may be amended from time to time, shall be the Plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control.

3. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture the ~~Tax Increment Revenues (~~TIR~~)~~ generated by the Improvements on the Property to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the 35th tax year, whichever comes first, or as may subsequently be extended by a Brownfield Plan amendment and amendment to this agreement, after the date the Authority begins to capture Tax Increment Revenues under the Brownfield Plan, which is anticipated to be in 2021. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains from the summer and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.

4. ~~—~~Eligible Activities – The Eligible Activities in this Agreement ~~are limited to the~~include the $105,800 in "look-back" Site Demolition Activities, and any costs related to Pre-Approved Baseline Environmental Assessment Activities, Due Care activities, and Brownfield Plan preparation and soft costs related to management of Brownfield Administration and Legal expenses~~legal expenses~~, as ~~shall be as~~ described in Table 1, Attachment C, in the Brownfield Plan, incurred by 600 North Maple, LLC ~~n.~~

~~5.~~4. Developer Reimbursable Eligible Costs – The total of costs eligible for reimbursement in this Agreement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be limited to those listed in Section 4, above.~~as described in Table 1, in Attachment C of the Brownfield Plan~~. The Total Developer Reimbursable Eligible Costs shall be the maximum amount of reimbursement authorized under this Agreement. ~~The actual cost for one or more types of activity may differ from that described in the Brownfield Plan, as long as the Total Developer Reimbursable Eligible Costs are not exceeded.~~

~~6.~~5. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR, which are levied from both Local Taxes and Taxes for School Operating Purposes on the Property, and any new personal property. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs in accordance with the Brownfield Plan and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.

~~7.~~6. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:

   a. Fifty percent (50%) of the taxes levied under the State Education Tax Act in each of the first 25 years of the Brownfield Plan, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund;

   b. Local Taxes and State School Operating captured taxes in an amount of 5% of total annual captured TIR during and after reimbursement of Developer Reimbursable Eligible Costs, as identified in the Brownfield Plan, and will be allocated for deposit in the LBRF and/or allocated for reimbursement of Authority Administrative fees, at the sole discretion of the Authority, with any reimbursement of Administrative fees coming from local taxes only;

   c. The balance of Local Taxes and School Operating captured taxes will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the Developer;

   d. The Authority will then capture, after Developer has been fully reimbursed all eligible costs or after the capture limit described in Section 3 has been reached, whichever comes first, an amount necessary to result in $175,000 total capture in LBRF.

~~8.~~7. Eligible Costs Reimbursement – For those Eligible Costs for which Developer seeks reimbursement from the Authority, the Developer shall incur the Eligible Costs and submit documentation to the

Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that Developer shall only seek reimbursement for its actual costs to perform the Eligible Activities, in accordance with the Brownfield Plan, and any approved Local Act 381 Work Plan. ~~Eligible Activities, with the exception of environmental assessment, BEA, and Due Care activities, and the "look-back" Site Demolition activities of $105,800 being submitted for reimbursement shall not have occurred more than 24 months prior to the submittal date.~~ As included in Table 1, Attachment C, of the approved Brownfield Plan, and the Brownfield Plan approval resolutions by the City of Saline and Washtenaw County Board of Commissioners, 50% of the $105,800 "look-back" Site Demolition costs will be reimbursed once the developer completes outstanding street and utility related repairs to the satisfaction of the Saline City Manager, and the remaining 50% of the "look-back" costs once construction of Maple Oaks North is at least 50% complete, as determined by the City of Saline. These terms are not applicable on the qualified pre-approved activities, brownfield plan preparation or soft costs related to management of Brownfield Administration and Legal expenses ~~legal expenses~~ that have been incurred to date. Additionally, these terms do not apply to any future reimbursement of eligible activities incurred on the northern parcel.

~~9.~~8. Interest – Interest is not included as an Eligible Cost in the Brownfield Plan.

~~10.~~9. Payments – Payments to Developer shall be made as follows:

a. Within 90 days of its receipt of the documentation described in paragraph 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. Approval of any "look-back" Site Demolition cost reimbursement shall require City of Saline approval. If the Authority determines all or a portion of the requested payment is for Approved Eligible Costs, it shall process that the portion of the payment request as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify Developer in writing of its determination and the reasons for its determination. Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 11 below.

b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to Developer the amounts for which submissions have been made pursuant to paragraph 7 of this Agreement within 60 days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse Developer to the extent TIR is available to reimburse such costs.

c. The repayment obligation under this Agreement shall expire at the earliest of the following: i) payment by the Authority to Developer of all amounts due Developer under this Agreement; ii) expiration of the reimbursement period as defined in the Brownfield Plan; or iii) expiration of the reimbursement period as defined in Act 381.

d. The amount to be reimbursed under this Agreement shall not exceed the following:

   i. The maximum amount of Developer Reimbursable eligible costs in the approved Brownfield Plan and as further determined by any approved Local Act 381 Work Plan;

   ii. The maximum amount of Developer reimbursable department specific (environmental) costs in the approved Brownfield Plan and as further determined by any approved Local Act 381 Work Plan;

   iii. The maximum amount of Developer reimbursable MSF eligible (non-environmental) costs in the approved Brownfield Plan and as further determined by any approved Local Act 381 Work Plan; and

   iv. The maximum amount of Approved Eligible Costs as determined by this Agreement.

e. The Authority may not make TIR reimbursements while Real Property Taxes are delinquent on the Property.

f. If the property owner has filed an appeal of property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of Developer Reimbursable eligible costs, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to "claw-back" funds reimbursed due to lowered Taxable Values.

~~11.~~10. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by Developer is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and Developer shall choose an independent knowledgeable professional to review the Authority's decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developer shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developer shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the Developer. Failure of the Developer to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 12.

~~12.~~11. Default –Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. If the Authority, in its sole discretion, determines that any cure proposed by the Developer may take more than 30 days to complete, the Authority may permit the Developer to complete the cure in a time and manner agreeable to the Authority. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.

~~13.~~12. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will fund the LBRF using a portion of the TIR captured by the Authority during, and/or after, the period of reimbursement of Developer's Eligible Costs and accrued interest, if any. The Authority will annually capture and deposit into the LBRF as described in the approved Brownfield Plan.

~~14.~~13. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the Developer are accurate, reasonable and constitute Eligible Activities under this Agreement. The Developer shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, EGLE or MSF shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement. Except in the case of an emergency or exigent circumstance, the Authority shall give the Developer at least 24 hours notice of requests under this paragraph. Except for the right to monitor the Developer's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the Developer.

~~15.~~14. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the Developer shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, within 30 days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the Developer until such TIR, including interest and penalties, is fully recovered. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall not reduce Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

~~16.~~ Insurance – Since this Agreement is to reimburse Eligible Activities previously conducted, ~~there are no eligible activities currently being completed,~~ the insurance requirement is waived.~~, until such time that the additional eligible activities commence on the North parcel; at which time the Developer shall provide a copy of the insurance to the WCBRA.~~ ~~The Developer shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. The Developer shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Developer to perform services pursuant to this agreement to purchase and maintain insurance coverages at the limits set forth below. Developer 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 Developer 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.~~

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~~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. Environmental Impairment Liability Insurance shall be provided by Developer, 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 cleanup costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.~~

~~e.~~15. ~~All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The Developer 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.~~

~~17.~~16. Indemnification – The Developer 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 Developer or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developer. The Developer 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 Developer 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.

~~18.~~17. Freedom of Information Act – Developer understands that all communications, information, and/or documentation submitted by Developer 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, Petitions for Reimbursement and supporting documentation.

~~19.~~18. 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.

~~20.~~19. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, except for an assignment by the Developer for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the other parties.

~~21.~~20. 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.

~~22.~~21. 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.

~~23.~~22. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

~~24.~~23. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

~~25.~~24. Compliance with Applicable Law – Developer agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.

~~26.~~25. 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.

~~27.~~26. 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.

~~28.~~27. 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.

~~29.~~28. The Authority's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, the County, the City, or the Authority is a party, or threatened against the Developer, the County, City, or the Authority contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:

a. A material adverse effect upon the ability of the Authority to collect and use Tax Increments to pay the obligations;

b. A material adverse effect upon the ability of the Developer to conduct Eligible Activities;

c. Any other material adverse effect on the Developer's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield or Work Plan.

~~30.~~29. Annual Reporting – The Developer shall report annually, by June 1, the following information to the Authority for the previous calendar year, as applicable:

a. Number of residential units constructed or rehabilitated;

b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space

c. Number of new jobs created;

d. For projects actively capturing TIR, amount of actual capital investment;

e. Any additional information deemed necessary by the Authority.

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

~~BY:~~ BY: ______________________________________
Trevor Woollatt, Chairman

~~Date:~~ Date: ___________________________________

Attested to:

~~By:~~ By: ______________________________________
Lawrence Kestenbaum, County Clerk/Register

~~Date:~~ Date: ___________________________________

Approved As to Form:

~~By:~~ By: ______________________________________
Michelle Billard, Corporation Counsel

DEVELOPER – 600 N. Maple LLC~~Maple Oaks South Parcel~~

BY: ______________________________________

PRINT NAME: _____________________________

ITS: _____________________________________

Date: ____________________________________

Exhibits

Exhibit A – Definitions
Exhibit B – Legal Description
Exhibit C – Brownfield Plan
Exhibit D – ~~Approved Act 381 Work Plan(s)~~Interlocal Agreement
Exhibit E – Eligible Costs Reimbursement Procedures

EXHIBIT A - Definitions

b. “Administrative Costs,” as defined in Section 13b, Sub-Section 7 (a) (*I, ii, and iii*).

c. “Baseline Environmental Assessment ” is defined by Section 2(b) of Act 381;

d. “Brownfield Plan” is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;

e. “Approved Eligible Costs” – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.

f. "Department specific activities" are defined by Section 2 (l) of Act 381

g. “Due Care Activities” are defined by Section 2 (m) of Act 381;

h. “Eligible Activities” are defined by Section 2(o) of Act 381;

i. “Eligible Costs” are those being submitted to the Authority for Certification.

i. “Eligible Property” is defined by Section 2(p) of Act 381;

j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.

k. “Local Brownfield Revolving Fund”, “LBRF” pursuant to Section 8 of Act 381.

l. “Local Taxes” are defined by Section 2(ff) of Act 381;

m. “Tax Increment Revenues” (TIR) are defined by Section 2(ss) of Act 381;

n. “Taxes Levied for School Operating Purposes” is defined by Section 2(uu) of Act 381;

o. “Work Plan” is defined by Section 2(zz) of Act 381.

EXHIBIT B – Legal Descriptions

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 O 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 O DEGREES 46' 48 " WEST 173.78 FEET; THENCE SOUTH 89 DEGREES 36' 00 " EAST 660.16 FEET; THENCE NORTH O 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 39° 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, R6 E, 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 O 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 O DEGREES 47' 20 " WEST 35.70 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES 01' 20 " WEST 462.0 FEET; THENCE SOUTH O DEGREES 47' 20" WEST 9.00 FEET; THENCE NORTH 89 DEGREES 01' 20" WEST 198.0 FEET; THENCE NORTH O 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 EAS T 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 EAS T 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

EXHIBIT C – Brownfield Plan

EXHIBIT D – ~~Approved Act 381 Work Plan(s)~~Interlocal Agreement

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

a. For those Eligible Costs for which Developer seeks reimbursement from the Authority, Developer shall submit to the Authority any of the following as may be required by Authority representatives:

   i. A written statement detailing the costs.

   ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.

   iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges. All Eligible Costs for which certification is being sought must have occurred within 24 months prior to the date submitted.

   iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment.

   v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.

   vi. A statement from the engineer and project manager overseeing the work recommending payment.

   vii. Any other information which may be required by state authorities or reasonably required by the Authority.

INTERLOCAL AGREEMENT TO USE LOCAL TAX INCREMENT REVENUES FOR THE MAPLE OAKS AND MAPLE OAKS NORTH 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 Saline Tax Increment Finance Authority (TIFA) was duly established pursuant to the Tax Increment Finance Authority Act, PA 450 of 1980, as repealed and recodified, and amended as Act 57 of 2018, the Recodified Tax Increment Financing Act (Act 57); 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 TIFA 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 TIFA 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 TIFA Plan; and

WHEREAS, the TIFA has entered in to this Agreement based on the representation by the developer of the Maple Oaks North and South Brownfield Redevelopment Plan that the improvements to be made on the property will result in a taxable value for the property of an estimated $6 million at completion of Maple Oaks and Maple Oaks North (the Property Taxable Value); and

WHEREAS, the TIFA and the WCBRA enter into this Interlocal Agreement to transfer 100% of the TIFA tax increment revenues to the WCBRA to reimburse the Act 381 "eligible activities" pursuant to the Maple Oaks and Maple Oaks North Brownfield Redevelopment Plan (Plan) including the north undeveloped parcel 18-12-31-210-017, and multiple additional southern parcels split from a parent parcel previously identified as Parcel 12-21-325-023; and

THEREFORE, the TIFA and WCBRA agree as follows:

1. **Transfer and Use of Tax Increment Revenues**. Only upon affirmative vote by the City of Saline (City), WCBRA and the Washtenaw County Board of Commissioners (BOC) adopting the Plan, and actual Eligible Activities incurred and approved by the WCBRA, shall the tax increment revenues captured by the TIFA be transferred to the WCBRA to reimburse approved eligible activities.

2. **Limitation on Duration of Transfer**. The time period during which the brownfield TIF Annual Revenue 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 $550,000 and not more than $42,355 for Brownfield Authority Administrative Expenses, and no more than $175,000 for deposit in the Local Brownfield Revolving Fund or 2) ~~30~~ 15 years, with the first year of the ~~30~~ 15 years being the first year of TIF capture.

3. **Limitation to Tax Increment Revenues from Eligible Property.** The TIFA 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 TIFA as stated in the TIFA 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 TIFA 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 TIFA 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 Saline Tax Increment Finance Authority. The Chairman and Secretary were authorized to sign this Agreement on the ____ day of ___________, 2021 and was executed by the Chairman and Secretary on the _____ day of ___________, 2021.

Witnesses

CITY OF SALINE TAX INCREMENT FINANCE AUTHORITY

____

____
Chair, Mayor Brian Marl

____

____
Secretary,

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 REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated the 9th day of June, 2021 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, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the City of Ypsilanti (the "City"), a municipal corporation, whose address is 1 S. Huron, Ypsilanti, MI 48197.

RECITALS

A. Pursuant to Act 381, as amended, the Authority has prepared a Brownfield Plan for the Water Street Redevelopment Area, described below, that was duly approved by the Washtenaw County Board of Commissioners on February 18, 2015, with concurrence from the City of Ypsilanti:

   a. Located at 1-216 E. Michigan Avenue, in the City of Ypsilanti, Washtenaw County, Michigan

   b. Tax Identification Numbers 11-11-09-170-030 and 11-11-09-170-031 the Eligible Property (the "Property")

   c. Legal Descriptions provided in Exhibit B

B. The City is pursuing redevelopment of the Property as follows:

   a. Seeking appropriate partners and/or developers to purchase the Property, or portions thereof, for redevelopment into residential, commercial, recreational, and other uses. The redevelopment will include new roads, utilities, streetscapes, buildings, and other features, (the "Improvements").

   b. This will occur through the City and other future entities incurring costs. The Approved Brownfield Plan includes up to $18,405,820 in reimbursable Eligible Activities, not including Administrative Fees, and LBRF capture.

   c. The City desires to seek reimbursement of certain Eligible Activities that were, and will be, conducted on the Property, and also allow for TIR to be available to reimburse future development partners for Eligible Costs to induce and support redevelopment of the Property.

   d. The Improvements are expected to result in a total private investment of between $50 and $100 million, and will increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

C. The City has conducted and will conduct Eligible Activities and eligible costs pursuant to the approved Brownfield Plan, Act 381, and according to the terms of this Agreement.

D. Act 381 permits the capture and use of the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.

E. Act 381 permits the use of Tax Increment Revenue (TIR) to support the payment of interest on unreimbursed Eligible Costs.

F. The Authority intends to fund the Local Brownfield Revolving Fund (LBRF) after the City Reimbursement period.

G. The Authority has incurred and will incur Administrative Costs for its operations and the preparation, approval, and administration of the Brownfield Plan, for which it intends to seek reimbursement from TIR captured to fund the Administrative Costs.

H. In accordance with Act 381, the approved Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Property resulting from its Improvements to reimburse the City for actual expenses incurred for approved Eligible Activities, the Authority for its Administrative Costs, and to fund the LBRF.

I. The parties are entering into this Agreement to establish the terms, conditions and procedures for reimbursement to the City for certain Eligible Activities from TIR.

TERMS AND CONDITIONS

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

1. <u>Definitions</u> All terms included in this agreement are defined through Exhibit A "Definitions"

2. <u>The Brownfield Plan</u> – The Brownfield Plan, which may be amended from time to time, shall be the Plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control.

3. <u>Term of Agreement</u> – In accordance with the Brownfield Plan, the Authority shall capture, and have captured, the Tax Increment Revenues (TIR) generated by the Improvements on the Property to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the 30th tax year, whichever comes first, or as may subsequently be extended by a Brownfield Plan amendment and amendment to this agreement, after the date the Authority begins to capture Tax Increment Revenues under the Brownfield Plan, which began in 2016. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains from the summer

and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.

4. Eligible Activities – The Eligible Activities shall be as listed in Table 1, Brownfield Eligible Activities, and as described in the Brownfield Plan, and approved Act 381 Work Plan.

5. City Reimbursable Eligible Costs – The total of costs eligible for reimbursement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be as listed and described in Attachment D, Table 1, Eligible Activities, in the Brownfield Plan. The Total City Reimbursable Eligible Costs shall be the maximum amount of reimbursement authorized under this Agreement. The actual cost for one or more types of activity may differ from that described in the Brownfield Plan, as long as the grand total City Reimbursable Eligible Costs are not exceeded, However, the total Reimbursable Eligible Costs individually within each of the Environmental and Non-Environmental categories shall also not be exceeded.

6. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR, which are levied from both Local Taxes and Taxes for School Operating Purposes on the Property, and any new personal property. The Authority will use those TIR to reimburse City Reimbursable Eligible Costs in accordance with the Brownfield Plan and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.

7. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:

   a. Fifty percent (50%) of the taxes levied under the State Education Tax Act in each of the first 25 years of the Brownfield Plan, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund;

   b. Local Taxes and State School Operating captured taxes in an amount of 10% of total annual captured TIR during and after reimbursement of City Reimbursable Eligible Costs, as identified in the Brownfield Plan, and will be allocated for reimbursement of Authority Administrative fees, from local taxes only;

   c. The balance of Local Taxes and School Operating captured taxes will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the City;

   d. The Authority will then capture, after the City, and any other entities that conduct Eligible Activities, for which any separate Reimbursement Agreement(s) have been executed and that provide for reimbursement using TIR, have been fully reimbursed all eligible costs, the remaining TIR for deposit in the LBRF, up to $2,181.351 maximum. Should the capture limit in Section 3 be reached prior to full reimbursement to the City and other entities, they shall be reimbursed in the final year of capture only after sufficient TIR is deposited in the LBRF to reach the maximum $2,181,351.

8. Eligible Costs Reimbursement – For those Eligible Costs for which City seeks reimbursement from the Authority, the City shall incur the Eligible Costs and submit documentation to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that City shall only seek reimbursement for its actual costs to perform the Eligible Activities, in accordance with the Brownfield Plan.

9. Interest – Interest will not be paid on this Agreement.

10. Payments – Payments to City shall be made as follows:

    a. Within 90 days of its receipt of the documentation described in paragraph 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. If the Authority determines all or a portion of the requested payment is for Approved Eligible Costs, it shall process that the portion of the payment request as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify City in writing of its determination and the reasons for its determination. City shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, City shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 11 below.

    b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to City the amounts for which submissions have been made pursuant to paragraph 7 of this Agreement within 60 days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse City to the extent TIR is available to reimburse such costs.

    c. The repayment obligation under this Agreement shall expire at the earliest of the following: i) payment by the Authority to City of all amounts due City under this Agreement; ii) expiration of the reimbursement period as defined in the Brownfield Plan; or iii) expiration of the reimbursement period as defined in Act 381; or iv) 30 years from first year of capture, whichever comes first.

    d. The amount to be reimbursed under this Agreement shall not exceed the following:

        i. The maximum amount of City Reimbursable eligible costs in the approved Brownfield Plan and as further determined by any approved Act 381 Work Plan;

        ii. The maximum amount of Approved Eligible Costs as determined by this Agreement.

e. The Authority may not make TIR reimbursements while Real Property Taxes are delinquent on the Property.

f. If the property owner has filed an appeal of property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of City Reimbursable eligible costs, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to "claw-back" funds reimbursed due to lowered Taxable Values.

11. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by City is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and City shall choose an independent knowledgeable professional to review the Authority's decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the City shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and City shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the City. Failure of the City to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 12.

12. Default –Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. If the Authority, in its sole discretion, determines that any cure proposed by the City may take more than 30 days to complete, the Authority may permit the City to complete the cure in a time and manner agreeable to the Authority. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.

13. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will fund the LBRF using a portion of the TIR captured by the Authority after the period of reimbursement of City's and any other entities' Eligible Costs and accrued interest, subject to the stipulations in Section 7, d.

14. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the City are accurate, reasonable and constitute Eligible Activities under this Agreement. The City shall provide any authorized representative of the

Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, EGLE or MSF shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement. Except in the case of an emergency or exigent circumstance, the Authority shall give the City at least 24 hours notice of requests under this paragraph. Except for the right to monitor the City's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the City.

15. <u>Adjustments</u> – If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the City shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, within 30 days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the City until such TIR, including interest and penalties, is fully recovered. If all amounts due the City under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City, the Authority shall invoice the City for the amount of such reimbursement and the City shall pay the Authority such invoiced amount within thirty (30) days of the City's receipt of the invoice. Amounts invoiced and paid to the Authority by the City pursuant to this paragraph shall not reduce Eligible Costs for which the City shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

16. <u>Insurance</u> – The City shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below, only during the completion of Eligible Activities. The City shall also require each and every contractor(s) and/or subcontractor(s) engaged by the City to perform services pursuant to this agreement to purchase and maintain insurance coverages at the limits set forth below. City 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 City 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. Environmental Impairment Liability Insurance shall be provided by City, 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 cleanup costs and defense, with limits of liability of not less than $1,000,000 per occurrence.

e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The City 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.

17. Indemnification – The City 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 City or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the City. The City 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 City 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.

18. Freedom of Information Act – City understands that all communications, information, and/or documentation submitted by City 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, Petitions for Reimbursement and supporting documentation.

19. 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.

20. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, except for an assignment by the City for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the other parties.

21. 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.

22. 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.

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

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

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

26. 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.

27. 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.

28. 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.

29. The Authority's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, the County, the City, or the Authority is a party, or threatened against the Developer, the County, City, or the Authority contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:

    a. A material adverse effect upon the ability of the Authority to collect and use Tax Increments to pay the obligations;

    b. A material adverse effect upon the ability of the City to conduct Eligible Activities;

c. Any other material adverse effect on the City's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield or Work Plan.

30. Annual Reporting – The City shall report annually, by June 1, the following information to the Authority for the previous calendar year, as applicable:

a. Number of residential units constructed or rehabilitated;

b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space

c. Number of new jobs created;

d. For projects actively capturing TIR, amount of actual capital investment;

e. Any additional information deemed necessary by the Authority.

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY:_____________________________________
Trevor Woollatt, Chairman

Date:__________________________________

Attested to:

By:_____________________________________
Lawrence Kestenbaum, County Clerk/Register

Date:__________________________________

Approved As to Form:

By:_____________________________________
Michelle Billard, Corporation Counsel

CITY OF YPSILANTI

BY:_______________________________________

PRINT NAME:_____________________________

ITS:_______________________________________

Date:_____________________________________

Exhibits

Exhibit A – Definitions
Exhibit B – Legal Description
Exhibit C – Brownfield Plan
Exhibit D – Approved Act 381 Work Plan(s)
Exhibit E – Eligible Costs Reimbursement Procedures

EXHIBIT A - Definitions

b. "Administrative Costs," as defined in Section 13b, Sub-Section 7 (a) (*I, ii, and iii*).

c. "Baseline Environmental Assessment " is defined by Section 2(b) of Act 381;

d. "Brownfield Plan" is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;

e. "Approved Eligible Costs" – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.

f. "Department specific activities" are defined by Section 2 (l) of Act 381

g. "Due Care Activities" are defined by Section 2 (m) of Act 381;

h. "Eligible Activities" are defined by Section 2(o) of Act 381;

i. "Eligible Costs" are those being submitted to the Authority for Certification.

i. "Eligible Property" is defined by Section 2(p) of Act 381;

j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.

k. "Local Brownfield Revolving Fund", "LBRF" pursuant to Section 8 of Act 381.

l. "Local Taxes" are defined by Section 2(ff) of Act 381;

m. "Tax Increment Revenues" (TIR) are defined by Section 2(ss) of Act 381;

n. "Taxes Levied for School Operating Purposes" is defined by Section 2(uu) of Act 381;

o. "Work Plan" is defined by Section 2(zz) of Act 381.

EXHIBIT B – Legal Descriptions

11-11-09-170-031

OWNER REQUEST YPC 1-1B "WATER STREET REDEVELOPMENT AREA" COM AT E 1/4 COR SEC 9, TH N 02-19-30 W 554.44 FT, TH S 88-46-40 W 111.18 FT, TH N 88-02-00 W 382.04 FT, TH N 87-57-00 W 597.06 FT, TH N 88-04-00 W 33.00 FT, TH S 02-11-58 W 209.50 FT TO A POB, TH CONT S 02-11-58 W 154.70 FT, TH S 02-39-49 W 299.48 FT, TH S 88-01-57 E 78.99 FT, TH S 01-58-03 W 132.00 FT, TH S 88-01-57 E 118.25 FT, TH S 02-17-49 W 107.43 FT, TH S 87-56-41 E 134.33 FT, TH S 02-18-05 W 288.36 FT, TH N 88-01-57 W 2.00 FT TO PT " A ", TH CONT N 88-01-57 W 29.36 FT TO WATER'S EDGE, TH W'LY & N'LY ALNG WATERS EDGE TO S'LY R/W MICHIGAN AVE, TH S 87-53-00 E 9.27 FT TO PT " B " WHICH LIES N 38-47-58 W 309.10 FT, TH N 89-24-13 W 40.73 FT, TH N 58-14-11 W 87.43 FT, TH S 62-35-56 W 353.18 FT, TH S 80-42-51 W 267.16 FT, TH S 65-50-07 W 234.27 FT, TH N 79-19-43 W 219.06 FT, TH N 54-19-29 W 106.32 FT, TH N 54-12-59 W 171.50 FT, TH N 47-45-59 W 148.90 FT, TH N 32-55-29 W 89.12 FT, TH N 33-40-02 W 116.79 FT, TH N 12-47-38 W 51.82 FT, TH N 12-07-20 W 169.77 FT, TH N 02-07-22 W 105.96 FT, TH N 08-15-47 E 50.28 FT, TH N 05-36-02 E 200.01 FT, AND TH N 15-54-30 E 179.31 FT FROM PT " A ", TH S 87-53-00 E 844.06 FT, TH S 88-04-00 E 382.21 FT, TH S 01-56-00 W 160.00 FT, TH S 88-04-00 E 230.00 FT TO THE POB, ALSO ALL LAND BETWEEN TRAVERSE LINE AND WATER'S EDGE. PT OF NE 1/4 SEC 9, T3S-R7E. 37.15 ACRES

SPLIT ON 06/05/2014 FROM 11-11-09-170-029;

11-11-09-170-030

OWNER REQUEST YPC 1-1A BEG AT NE COR LOT 8, GILBERTS PARK ADDN, TH S 02-11-58 W 160.00 FT, TH N 88-04-00 W 230.00 FT, TH N 01-56-00 E 160.00 FT, TH S 88-04-00 E 230.74 FT TO THE POB. PT OF LOTS 5 THROUGH 12 AND VACATED ALLEY, GILBERTS PARK ADDITION.

SPLIT ON 06/05/2014 FROM 11-11-09-170-029;

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

a. For those Eligible Costs for which City seeks reimbursement from the Authority, City shall submit to the Authority any of the following as may be required by Authority representatives:

    i. A written statement detailing the costs.

    ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.

    iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges.

    iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment.

    v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.

    vi. A statement from the engineer and project manager overseeing the work recommending payment.

    vii. Any other information which may be required by state authorities or reasonably required by the Authority.

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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

Sent Via Email Only

August 2, 2021

Ms. Brandyn Walker
Avalon Housing
1327 Jones Drive, Suite 102
Ann Arbor, MI 48105

RE: Limited Phase II Environmental Site Assessment, 210 North Washington Street, Ypsilanti, Michigan (ASTI Project #11966, ASTI Proposal # RJW080221-1)

Dear Ms. Walker:

Thank you for your continued interest in the environmental services offered by ASTI Environmental (ASTI). Based on the information provided, this letter is a cost quotation to conduct a Limited Phase II Environmental Site Assessment (ESA) to support the purchase of the above referenced property ("Subject Property"). It is our understanding that the Subject Property is currently improved with an approximately 10,000 square foot structure, two approximately 500 square foot garages, and associated paved parking areas. The structures are vacant.

ASTI completed a Phase I ESA for the Subject Property dated July 23, 2021 which identified the following recognized environmental conditions (RECs) in regard to the Subject Property:

- Based on the former configuration of the original filling station on the south adjoining property and the proximity of the associated USTs to the Subject Property, a release is likely to migrate onto the Subject Property.

- The adjoining site to the south was historically used as an auto repair shop. Environmental concerns associated with automobile repair include the use, storage, and management of hazardous substances and petroleum products and the presence of in-ground hoists, floor drains, sumps, and oil/water separators. Based on the periods of operation, it is unlikely that modern spill prevention, response, and waste manifesting were implemented. Accordingly, there is environmental concern for releases to migrate onto the Subject Property.

The objective of this investigation is to identify if environmental impacts have occurred on the Subject Property from the above listed RECs. ASTI will prepare a summary report of the Limited Phase II ESA report after completion of the investigation. In the event that impacts in soil or groundwater are detected above Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Clean-up Criteria (GRCC) are identified at the Subject Property, ASTI can prepare a Baseline Environmental Assessment (BEA) and Due Care Plan (DCP) as described below.

Scope of Services
To address the RECs, ASTI is proposing to:

- Advance 2 soil borings
  - If groundwater is encountered, complete the soil borings as temporary groundwater monitoring wells

The following table summarizes our proposed sampling and analysis program:

Location Within the Subject Property	**Soil Borings / Wells**	**Soil Samples / Analyses**
REC-1 & 2 Adjacent property to the south. Former Service Station and UST.	2 soil borings	2 soil samples VOCs, PNAs, Metals *2 groundwater samples* *VOCs, PNAs, Metals*
	QA/QC Samples	1 soil duplicate sample VOCs, PNAs, Metals *1 groundwater duplicate sample* *VOCs, PNAs, Metals*

The proposed scope of work is provided in further detail below.

<u>Limited Phase II ESA</u>
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 volatile organic compounds (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, and PID measurements.

Soil samples will be analyzed for the following analytes:

<u>Sample Analysis – Soil</u>

- Volatile Organic Compounds (VOCs);
- Polynuclear Aromatic Hydrocarbons (PNAs); and
- Michigan 10 Metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc)
    - Fine/coarse lead fractions (If needed)
    - Hexavalent chromium (if needed)

Quality assurance/quality control (QA/QC) samples will include one soil duplicate, and a methanol blank sample. If lead is detected in any soil sample at a concentration greater than 75 mg/kg, that sample will be additionally analyzed for fine and coarse lead fractions. If chromium is detected in any soil sample at a concentration greater than 18 mg/kg, that sample will be additionally analyzed for hexavalent chromium. The soil sampling laboratory analytical results will be compared to the GRCC.

Temporary Groundwater Monitoring Wells
If groundwater is encountered, the applicable 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 be analyzed for the following analytes:

Sample Analysis – Groundwater

- VOCs;
- PNAs; and
- Michigan 10 Metals.

QA/QC samples will include one groundwater duplicate sample. The groundwater sampling laboratory analytical results will be compared to the GRCC.

After completion of soil boreholes/wells, the soil borehole/well locations will be backfilled to near grade with soil cuttings and/or bentonite. ASTI will then patch the surface of the interior building boreholes with cement. Exterior soil boreholes/wells will be patched with either asphalt cold patch or concrete if paved. ASTI will not be required to repair flooring to the original condition beyond the cement patch.

Limited Phase II ESA 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, 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.

Limited Phase II ESA Schedule
Prior to the field work, the request clearing of public utilities with the State one-call center is typically 3 business days. The investigation can typically be scheduled within approximately 15 business days of authorization to proceed (pending driller availability). Laboratory analysis will require approximately 10 business days. The final report will be provided within 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 at the Subject Property above the EGLE GRCC, the property would then be considered a "facility" as defined by Part 201 of Act 451. 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 results. Per EGLE requirements, this report must be completed prior to or within 45 days after purchase or occupancy and must be submitted to EGLE within 6 months from purchase or occupancy.

BEA Report

One electronic copy of the BEA would be issued. An additional paper copy will be prepared for submittal to EGLE.

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.

BEA Schedule

The BEA can be completed within 10 business days after completion of the Limited Phase II ESA report described above.

Due Care Plan

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 shall maintain documentation of compliance with section 20107a and shall provide the documentation to the department upon request. This documentation of compliance is typically prepared as a written Due Care Plan (DCP) 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 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 DCP 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 DCP 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 DCP can be completed approximately 10 business days after completion of the BEA unless additional assessment is needed for evaluation of risk. ASTI will need to be provided information on the final site plan and intended use of the Property for completion of the DCP.

Required Materials
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.

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.

Services	Fixed Fee
Limited Phase II, Soil Sampling, Analyses & Report	$ 7,300
Limited Phase II, Groundwater Sampling & Analyses	$ 1,700
Baseline Environmental Assessment	$ 1,900
Due Care Plan	$ 1,800
	Estimated Fee
Fine/coarse Lead Fraction Analysis ($ 90 per sample)	*$ TBD*
Hexavalent Chromium Analysis ($ 90 per sample)	*$ TBD*

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

Rj Welsh

Richard J. Welsh, MSc DABT
Director

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 RJW080221-1

____
Signature

____
Print Name

____
Print Title

Date______________________________

For: **Avalon Housing**

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

Federal ID Number_______________

Phone Number__________________

Attachment A
Terms and Conditions

ASTI Environmental shall perform for Avalon Housing (CLIENT) the services described in the proposal titled *Limited Phase II Environmental Site Assessment, 210 North Washington Street, Ypsilanti, Michigan*, and dated August 2, 2021 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI File No. RJW080221-1). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL. "CONSULTANT" means the company or its division, subsidiary, subcontractor, or affiliate performing the work. "CLIENT" means the person or entity ordering the work to be done by CONSULTANT. If CLIENT is ordering the work on behalf of another, CLIENT represents and warrants that CLIENT is the authorized agent of the party for the purpose of ordering and directing the work and in such case the term "CLIENT" also includes the principal for whom the work is being performed.

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. CONSULTANT may, after ten (10) days written notice to CLIENT, suspend performance of services until all past due amounts are paid.

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.

TERMINATION

This Agreement may be terminated by either party, with or without cause, by providing ten (10) days prior written notice to the non-terminating party. In the event of termination, CONSULTANT shall be paid all costs and fees for all work authorized and performed as of the effective date of termination, plus any additional charges agreeable to CLIENT, to cover any final work necessary to bring ongoing work to a logical conclusion.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and CONSULTANT shall survive the completion of services and the termination of this Agreement.

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 or gross negligence 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.

LIMITATIONS OF TESTS AND PROCEDURES
Information obtained from inspections, analysis, and testing of sample materials is considered evidence with respect to the detection, quantification, and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgment and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatological changes and extrinsic conditions and pollutants may or may not be found to exist as a specific time of inspection. CLIENT understands that, due to intervening causes such as natural groundwater flows or human intervention, such sampling and analysis may indicate the presence of contamination. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer or other medium not previously contaminated and capable of transporting pollutants. BECAUSE SUCH RISKS ARE UNAVOIDABLE AND BECAUSE THE SAMPLING TECHNIQUES TO BE EMPLOYED ARE A NECESSARY ASPECT OF CONSULTANT'S WORK ON CLIENT'S BEHALF, CLIENT AGREES TO ASSUME THESE RISKS, except those caused by CONSULTANT'S gross negligence or willful misconduct.

FORCE MAJEURE
If CONSULTANT is delayed or prevented from completing its work by reason or acts of God, strikes, lockouts, labor troubles, inability to procure labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, acts of CLIENT, or other cause without its fault and beyond its control (financial inability excepted), completion will be excused for the period of delay and the period of completion will be extended for a period equal to the period of such delay. If CONSULTANT is required to delay any part of its work to accommodate the requests or requirements of CLIENT, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of CONSULTANT, additional changes shall be assessed with CLIENT's written approval.

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.

COUNTERPARTS AND ELECTRONIC SIGNATURES
Any agreement between CLIENT and CONSULTANT may be executed in one or more counterparts, each of which will be deemed to be an original copy of the agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

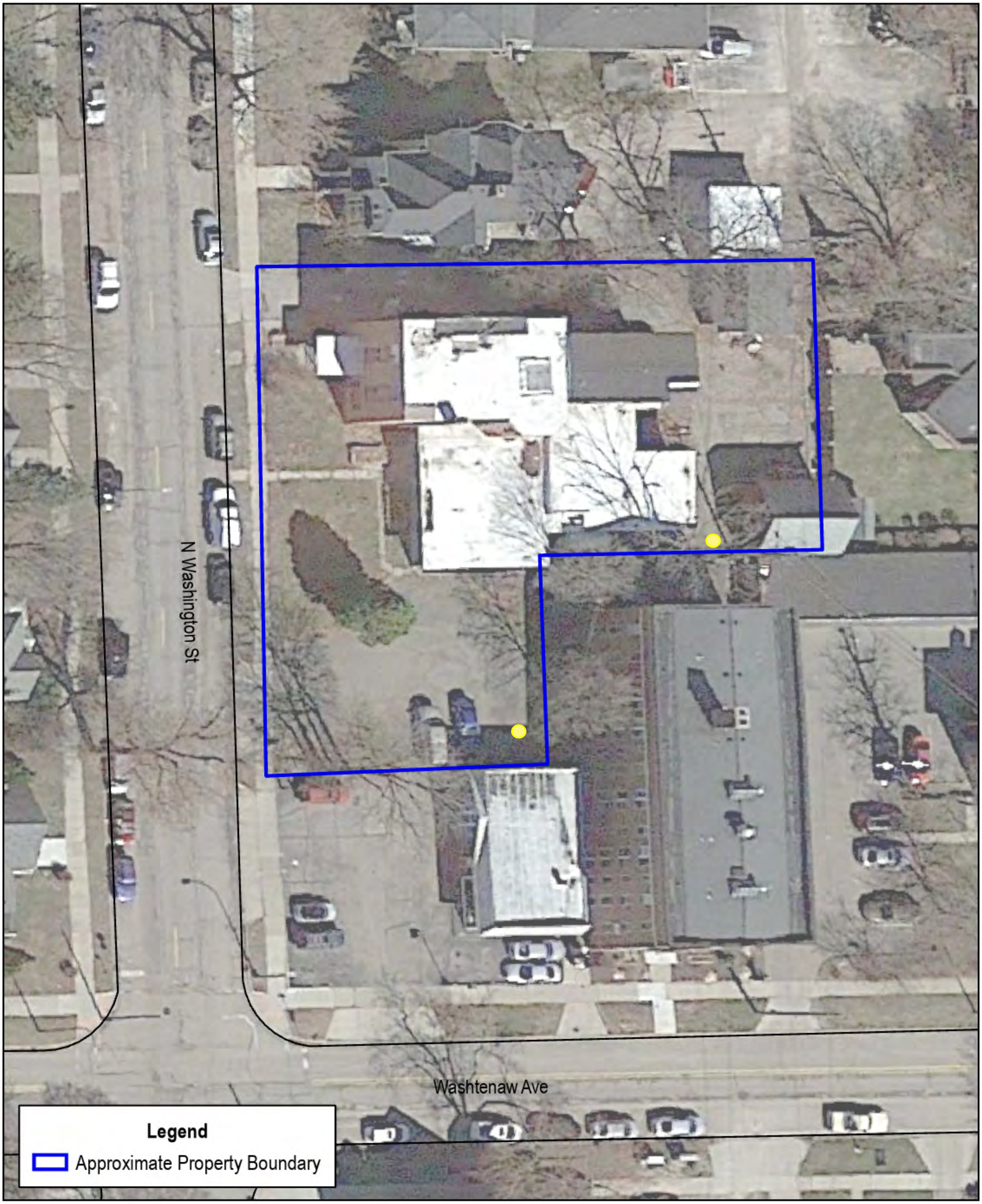
SEVERABILITY
If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

APPLICABLE LAW AND ARBITRATION.

These Terms and Conditions, and any contracts between CLIENT and CONSULTANT, unless otherwise stipulated or agreed to in writing, shall be construed according to and governed by the laws of the State of Michigan, without reference to its conflict of law principles. Any controversy or claim arising out of or relating to these Terms and Conditions or any contract between CLIENT and CONSULTANT, or the breach thereof, shall be settled by arbitration in Livingston County, State of Michigan, in accordance with the Commercial rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The award of the Arbitrator(s) shall be made in writing and shall contain the reasons or grounds for the award. The Arbitrator shall not have the power to award any special, incidental, indirect, or consequential damages (including lost profits) against CONSULTANT.

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

Proposed Boring Location



210 N. Washington

Ypsilanti, MI

0 20 40 80 Feet

N

ASTi Environmental

Created for: Avalon Housing

Created by: RMH, July 16, 2021, ASTI Project 11966

Site Features Map

WCBRA Financial Report - July 2021

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
			Developer Reimbursement Complete															
Project Parameters																		
***Brownfield Plan - Total Approved Elig Activities**	$ 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					
Brownfield Plan - Maximum Developer Reimburseme	$ 1,010,042.00	$ 569,414.00																
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 Dat	$ 637,678.47	$ 397,839.13	$ 229,148.81	$ 3,706,077.48	$ 1,212,865.77	$ 298,463.97	$ 140,026.25	$ 3,431,092.00		$ 1,556,751.12	$ 2,521,477.80	$ 129,704.07	$ 650,142.87					
Remaining Approved Eligible Activity Expenses	$ 372,363.53	$ -	$ 371,070.04	$ 678,478.52	$ 1,513,960.23	$ -	$ 243,341.75	$ -	$ -	$ 2,443,248.88	$ 88,185.77	$ 1,422,973.93	$ 6,137,243.06	$ -	$ -	$ -	$ -	$ -
Approved Interest 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		$ 20,213.61						$ 53,331.18										
Remaining Interest to be Reimbursed	$ 41,282.00	$ 16,750.39	$ 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 2021 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	$ 33,162.07	$ 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	$ 33,162.07	$ 198,739.48	$ 214,662.02	$ 33,983.71	$ 141,826.91	$ 6,876.68	$ -	$ 139.66	$ 4,000	$ 5,000
2021 EXPENDITURES																		
Certified Expense Reimbursement	$ 13,786.54	$ 9,629.94	$ 6,573.26	$ 101,434.02	$ 68,020.56	$ -	$ 6,647.36	$ -	$ -	$ 150,389.78	$ 144,438.49	$ 29,095.86	$ 121,932.29	$ -	$ -	$ -		
Administrative Fee Transfer	$ 3,189.00	$ 1,847.00	$ 3,684.06	$ 30,610.23	$ 13,863.64	$ 7,105.31	$ 2,596.00	$ 13,299.97	$ 3,316.21	$ 48,349.70	$ 32,251.03	$ 4,887.85	$ -	$ -	$ -	$ -		
LBRF Revenue or Deposit	$ -	$ -	$ 5,526.10	$ -	$ -	$ 32,435.24	$ -	$ 328,353.34	$ -	$ -	$ -	$ -	$ 19,894.62	$ -	$ -	$ -		
State of MI Brownfield Fund (Approved after 2014)						$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Total Expenditures	$ 16,975.54	$ 11,476.94	$ 15,783.42	$ 132,044.25	$ 81,884.20	$ 39,540.55	$ 9,243.36	$ 341,653.31	$ 3,316.21	$ 198,739.48	$ 176,689.52	$ 33,983.71	$ 141,826.91	$ -	$ -	$ -		
Misc Refund																		
Current Brownfield Account Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 156,495.82	$ -	$ -	$ -	$ (247.00)	$ 6,876.68	$ -	$ 653.01		

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

Total of all 2021 CY TIF Reimburse Transfers	$ 651,948.10		
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	ACCOUNT BALANCES SUMMARY	
Total of all CY 2015 Admin Transfers	$ 114,437.35	Admin Fund Cash Reserves as of 8-1-21*	**$ 154,262** ** Max AnnualAdmin Capture $165,000 per Act 381, with 15 active projects*
Total of all CY 2014 Admin Transfers	$ 87,198.19	LBRF Interest earned since 2017 as of 8-1-21 (inc. in bal. below)	**$ 61,137**
2020 LBRF Capture Running Current Yr Total	$ 386,209.30	LBRF Balance as of 8-1-21	**$ 1,570,821**

NO TRANSACTION APPROVALS REQUESTED

PROJECT

Grand Total			$ -	$ -	$ -

OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT
Collaborative solutions for a promising future

FOR IMMEDIATE RELEASE

CONTACT:
Nathan Voght | 734.660.1061 | voghtn@washtenaw.org
Katie Hoffman | 734.476.0950 | hoffmank@washtenaw.org

Washtenaw County Brownfield Program Two-Year Report Shows Steady Success Despite Pandemic

WASHTENAW COUNTY, MI., June 30, 2021 – Washtenaw County Brownfield Redevelopment Authority (WCBRA) recently released the program's two-year report, which reflects an active program over the last two years, despite economic slow-downs due to the pandemic. The report includes information about activities, grant programs, and financial data from 2019 and 2020.

WCBRA, which is housed in the Washtenaw County Office of Community and Economic Development (OCED), leveraged $124 million in private investment, over the two-year period, from six active construction projects supported by brownfield incentives, two completed projects, and two new approved Brownfield Plans.

Major accomplishments include the following:

- The City of Ann Arbor completed most of the site remediation at the Leslie Science and Nature Center by the end of 2020, supported by a $538,000 Grant from the County Local Brownfield Revolving Fund. The Local Brownfield Revolving Fund is funded by projects in the Brownfield program.
- A condominium project on North Ashley Street in Ann Arbor broke ground in 2019 and was more than 50% complete by the end of 2020
- The former "Lower Town" redevelopment, now known as Beekman on Broadway, completed its first phase of redevelopment in 2020, including environmental remediation resulting in an over 80% drop in dry-cleaning solvent contamination leaving the site. Phase one added 250 apartments to Ann Arbor, including 8 out of 15 planned affordable housing units provided with this first phase
- The White Street site redevelopment, part of the Swift Lane affordable housing redevelopment, was completed in Ann Arbor with help from a $600,000 County LBRF grant, and resulted in the addition of 32 affordable housing units
- The Thompson Block redevelopment in Depot Town was completed, adding 20 urban loft apartments, with ground floor restaurant and entertainment space to be opened in 2021

"Our program continues to grow as we've expanded our grant programs and found new opportunities to help our community partners redevelop challenging brownfield sites," said Trevor Woollatt, the Brownfield Authority Chair. "We have resources at the Federal, State, and County level to assist communities and property owners tackle tough sites," said Woollatt.

Major accomplishments align with OCED and WCBRA's goal of investing in the community, revitalizing neighborhoods, creating new tax base, and mitigating threats to public health and the environment.

In line with the 2018 Racial Equity Policy and the recent launch of the 2020 Opportunity Index, WCBRA added equity criteria to its Environmental Assessment Grant program and plans to increase funding to redevelopment projects located in low and very low opportunity areas in the County.

To view the Two-Year Brownfield Program Report, visit http://bit.ly/brownfield21.

Since its establishment in 1999, WCBRA has completed 18 projects, leveraged $648 million dollars of private investment with only $21.9 million of public investment of Brownfield TIF funding, redeveloped 1,068 acres of land throughout the County, and created 1,974 jobs. Learn more at https://www.washtenaw.org/brownfields.

Washtenaw County Office of Community and Economic Development (OCED) is a government agency committed to stepping out of traditional government roles to drive long-erm system changes that increase equity and opportunity for all residents. For more information, please visit www.washtenaw.org/oced or follow us on Facebook, Instagram, and Twitter at @washtenawOCED.