Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Monday, September 11th 2023 10:00 a.m.

200 N. Main, Ann Arbor, Lower Level Large Conference Room

Zoom Link to Webinar for Public to Join the Meeting:

https://washtenawcounty.zoom.us/j/81099386316?pwd=aEhqMWtsVldYOXVuSEdnZ3BqNFZ6UT09
Passcode: 788623

Dial In Number: US: +1 470 381 2552 or +1 267 831 0333 or +1 301 715 8592 or +1 312 626 6799 or +1 470 250 9358 or +1 206 337 9723 or +1 213 338 8477 or +1 253 215 8782

1. **Call to Order**
2. **Public Comment***
3. **Approval of Agenda**
4. **Approval of Minutes**
    a. July 10th, 2023 Meeting
5. **Board Member Conflict of Interest Disclosure**
6. **Business**
    1. Village of Ann Arbor Act 381 Work Plan – Action
    2. Village of Ann Arbor Reimbursement Agreement – Action
    3. 303 Detroit 312-314 N. Fifth Brownfield Plan Amendment – Action
    4. Maple Oaks Eligible Activity Approval and Reimbursement – Action
    5. 220 N. Park LBRF Grant/Loan Agreement and Collateral Assignment of Reimbursement Agreement – Action
    6. July-August 2023 Financial Report – Action
7. **Other Business**
8. **Public Comment***
9. **Adjournment**

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

Washtenaw County
Brownfield Redevelopment Authority (WCBRA)
Meeting held in-person at 200 N. Main, downtown Ann Arbor
Lower Level SMALL Conference Room

DRAFT MEETING MINUTES
Monday, July 10, 2023, 10:00 a.m.

Board Present: Trevor Woollatt, Sam Baushke – Secretary James Harless, Allison Krueger – Chair, Justin Hodge, Colleen O'Toole – Vice Chair

Board Absent: Christy Maier

Staff: Nathan Voght – OCED

Joining the Meeting: Bonnie Wesler – City of Ypsilanti DPW Director, Katie Jones – City of Ypsilanti, Mark Smith – MI-HQ (Zoom), Chris Fraleigh, Greg Copp – MAVD Development, David Blakely – City of Ypsilanti DPW

Handouts:

1. Call to Order

Chair Krueger called the meeting to order at 10:01 a.m. The meeting had to be moved down the hall from the Large to the Small Conference room, due to a room scheduling conflict.

2. Public Comment

There was no public comment.

3. Approval of Agenda

J. Harless moved to approve the Agenda (2nd T. Woollatt), and the motion passed unanimously.

4. Approval of June 5th, 2023 Meeting Minutes

J. Harless moved to approve the June 5th minutes, revising the last sentence of the 2nd paragraph of page 2 to read: "They plan to go down 10 ft. for clean up and remove contaminants." (2nd J. Hodge), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None declared.

6. Business

1. <u>303 N. Fifth/312/314 Detroit St. Brownfield Plan Amendment – Discussion</u>

   Staff introduced Greg Copp with MAVD development, developer of the project in Kerrytown Ann Arbor, and reminded the Board of the Brownfield Plan previously approved for this mixed-use development.

   Mr. Copp discussed the cobble that was encountered as piles were driven on the site. The size and number were too great, and full excavation of the site an additional 10 ft. was required, before the piles could be successfully driven. This increased cost significantly. The proposed Plan amendment would increase costs in several eligible activity categories by about $600,000.

Staff indicated a revised Proforma was submitted and reviewed by the City. City Finance is reviewing it now. Should the City approve the Plan Amendment, it will come back to the Brownfield Authority and Board of Commissioners for approval.

The Board briefly discussed the amendment and looks forward to seeing the Amendment, if approved by the City.

2. <u>300 N. Zeeb Reimbursement Agreement – Action</u>

   Staff pulled up the draft Agreement on the screen for Board review. The developer, Mark Smith, is on Zoom to answer any questions. The developer has requested several minor revisions to the usual template, including that each party would pay their own legal fees should a dispute regarding eligible costs. The Board was not comfortable with this change to Section 11 of the Agreement.

   Mr. Smith was in agreement to not make the change to Section 11.

   C. O'Toole moved to approved the Reimbursement Agreement with all requested changes by the developer, with the exception of those to Section 11 (2nd J. Harless), and the motion passed unanimously.

3. <u>14 W. Forest, City of Ypsilanti DPW Yard, Environmental Assessment Grant Application – Action</u>

   Staff introduced Bonnie Wessler, City of Ypsilanti DPW Director. Ms. Wessler explained that the City has many old buildings in this location, some of which have to demolished and rebuilt. The site has long been a City DPW yard, and was a former manufactured gas plant, with USTs and some that leaked. The City is requesting a Phase I and hazardous materials survey in the amount of $4,950. A Phase II investigation will likely be needed, as well.

   T. Woollatt moved to approve the grant application for $4,950 (2nd J. Harless), and the motion passed unanimously.

4. <u>Final Review of the Draft 2021-2022 Brownfield Program Annual Report – Action</u>

   Staff wanted to give the Board a last review of the report before public release. Two additional project highlights were added, as suggested by the Board previously.

   J. Hodge moved to approve the Report for release (2nd C. O'Toole), and the motion passed unanimously.

   J. Hodge stated that the report should be sent to the Board of Commissioners.

5. <u>June 2023 Financial Report – Information</u>

   Staff referred to the Financial Report, which is updated this month, and only for information. Staff mentioned he is working with Bill Godfrey of Three Oaks and the City of Saline on whether they've addressed the City issues on Maple Oaks Phase I, so they would be eligible for reimbursement of 50% of the Look Back costs of $105,800.

7. Other Business

The Board discussed staff's LBRF account cash flow projections, based on already approved LBRF grants and loans, and applications expected to be submitted. The Board discussed concerns with granting LBRF funds for Main Street Park Alliance remediation, with no guarantee the project is funded. Those funds could be placed in escrow, or a condition could be placed on the approval requiring demonstration of project funding prior to release of funds. The Board asked staff to convey these concerns to the Main Street Park Alliance.

The Board discussed canceling the August 7th meeting due to vacations.

8. Public Comment:

None.

9. Adjournment:

T. Woollatt moved to adjourn the meeting at 11:01 a.m. (2nd S. Baushke), and the motion passed unanimously.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the _______________, 2023 meeting, held at 200 N. Main, lower level large conference room, downtown Ann Arbor.

Washtenaw County Brownfield Redevelopment Authority

Agenda Summary Memo

REGULAR IN-PERSON MEETING

10:00 a.m. Monday September 11th, 2023

200 N. Main, Lower Level Large Conference Room, Ann Arbor

TO: Washtenaw County Brownfield Authority
FROM: Nathan Voght, Washtenaw County Brownfield Coordinator
DATE: September 5th, 2023

This regular board meeting will be held in-person, at 200 N. Main, lower level Large Conference Room, downtown Ann Arbor. Any public wishing to participate can attend the meeting in-person, or use the provided Zoom Webinar link on the meeting agenda.

Business Items:

1. **Village of Ann Arbor Act 381 Work Plan – Action**

   The Brownfield Plan for this project was approved on April 19, 2023 by the Board of Commissioners. Please see a proposed Act 381 Work Plan for the project, for your review and approval. Here is a redline version of the Work Plan, showing the most recent changes, based on EGLE feedback.

   The notable changes to the Eligible Activity Costs are that EGLE requested that Soil Erosion Controls and Back Fill be included within he “Methane Interceptor Trench” category, and that the bulk of the “Soft Costs Associated with Engineering Controls” be attributed to the activity they are associated with (Methane Interceptor and Passive Venting), rather than a separate category.

   Below illustrates the changes to the Eligible Costs Table that reflect the above shifting of costs:

EGLE ELIGIBLE COSTS AND SCHEDULE		
EGLE SPECIFIC ACTIVITIES	**COST**	**COMPLETION SEASON/YEAR**
Department Specific Activities		
BEA Activities		
Phase I ESA		Complete
Phase II ESA		Complete
BEA Report		Complete
Additional Assessment		Q2 2024
BEA ACTIVITIES SUBTOTAL:	**$355,059**	
Due Care and Response Activities		
Soil Analysis and Due Care Investigations	$205,000	Q2 2024
~~Direct Contact Barriers and~~Additional Walking Path Assessment	$125,000	Q4 2025
~~Soil Erosion Controls~~	~~$111,078~~	~~Q4 2024~~
Methane Interceptor Trench	$~~777,573~~2,374,461	Q1 2025
Passive Venting Systems	$~~1,223~~2,023,968	Q4 2025
~~Removal~~Transportation and Disposal of Contaminated Fill	$5,324,191	Q4 2025
Specialized Foundations in Contaminated Soil	$7,019,847	Q2 2025
~~Backfill~~	~~$685,810~~	~~Q1 2025~~
Soft Costs Associated with Engineering ~~Control~~Controls	$~~1,898~~298,727	Q4 2025
DUE CARE ACTIVITIES SUB-TOTAL:	**$17,371,194**	
ENVIRONMENTAL ACTIVITIES SUB-TOTAL:	**$18,111,312**	
DUE CARE CONTINGENCY (15%):	$2,605,679	
INTEREST ON ENVIRONMENTAL ELIGIBLE ACTIVITIES:	$6,007,701	
BROWNFIELD PLAN AND/OR WORK PLAN PREPARATION:	$15,000	
BROWNFIELD PLAN AND/OR WORK PLAN IMPLEMENTATION:	$15,000	
EGLE ELIGIBLE ACTIVITIES TOTAL COSTS:	**$26,369,633**	

Staff recommends approval of the Act 381 Work Plan.

2. Village of Ann Arbor Reimbursement Agreement – Action

Please see redlined and clean versions of a proposed reimbursement agreement for the Village of Ann Arbor in the packet. The Agreement has been customized from our usual template in these ways:

1. There are three LLCs that will develop various phases of the project, and incur Eligible Costs. The Authority can only enter into an agreement with one entity, and reimburse one entity. Therefore, language has been added to speak to "Project Developers" instead of "Developer," which will allow any LLC to incur costs, but only one LLC will be reimbursed.
2. The City and developer negotiated various commitments and improvements that were not required as part of the usual entitlement process. These have been defined as "Sustainability Commitments" in

Section 6 of the Agreement. Specifically, $1,320,000 for solar Street Lights, $439,000 for solar on the clubhouse, and carrying costs of $1,172,071 (note, this is a fixed amount, based on a 5% annual interest, and will be calculated separately from annual interest accrual on the Environmental Activities, which will be calculated annually). The purpose is to use the Brownfield Reimbursement Agreement to provide assurance that the developer will complete the commitments prior to reimbursement for the offsetting Site Preparation Eligible Activities in an equal amount of $2,930,071.

3. The insurance language has been modified, in consultation with County Corporation Counsel, after discussions with the developer. Our template insurance language appears to require Environmental Impairment Liability Insurance for ALL contractors, including the development LLC. The developer asked that changes be made clarifying that this insurance should only be required for contractors engaging in environmental remediation activities. Whether the development LLC should also carry it has been left in, however, this should be discussed for future agreements. The County wants adequate protections against pollution/remediation accidents and claims, but should not require unreasonable coverage. The Developer has agreed to provide the LLC impairment insurance coverage to minimize delay.

4. Section 28 adds a reference to a Collateral Assignment of the Reimbursement Agreement, which we anticipate coming for Board approval at a future date.

The City of Ann Arbor has approved the Agreement as modified, particularly the language around the Sustainability Commitments. County Corporation Counsel has approved the presented version as well, but is supportive of further discussions around appropriate insurance requirements.

3. 303 Detroit 312-314 N. Fifth Brownfield Plan Amendment – Action

Please see a Brownfield Plan Amendment and Application in the packet for the above project. The Brownfield Plan for this project was approved on August 3, 2022. It consists of a small, mixed-use building in Kerrytown, Ann Arbor, with 14 condominiums and ground floor office/retail. The Plan included $2.6 M in Environmental Activities only, and was projected to take 9 years to pay off, with a cap of 12 years.

The City of Ann Arbor City Council approved this Amendment on August 21st. Here is the City Staff Report for the request.

The project began construction and eligible activity costs are far higher than original estimates, due to site conditions, materials, and geothermal well costs. Here are site pictures from Aug 23rd. Specifically, as piles were driven, large cobble was encountered that prevented the installation of the piles. The site had to be fully excavated 10 ft. lower to remove the cobbles before the piles could be driven. The developer is requesting a Brownfield Plan Amendment, increasing total requested developer reimbursement from $2,674,011 to $3,298,995. Authority Administrative fees would increase from $206,465 to $247,292, and LBRF capture from $750,776 to $893,842. The Plan now projects a 10 year payoff, but the cap of 12 years is unchanged in the Plan text.

Staff is supportive of the proposed Brownfield Plan Amendment.

4. **Maple Oaks Eligible Activity Approval and Reimbursement – Action**

The Brownfield Authority has previously approved a total of $176,469 in Eligible Brownfield Expenses for Maple Oaks, which were submitted in two different rounds. A total of $70,469.06 has been reimbursed to-date, leaving exactly the $105,800 in "look back" expenses identified in the Brownfield Plan, 50% of which can only be reimbursed when engineering issues identified by the City of Saline on Phase I are addressed, and the remaining 50% will be reimbursed upon construction start on the North Phase II. These were conditions of the Brownfield Plan approval from the City. The City has not given the Authority approval to reimburse any of the Look Back expenses at this time.

Through 2022, the Authority has captured about $115,000 in Tax Increment on the project from the City, and the County Brownfield TIF account has a balance of $35,131.61 in it, waiting to be reimbursed.

The developer has submitted a third Eligible Activity approval request, totaling an additional $31,728.44, including Due Care Activities on the north parcel (Stabilization of the Berm for $25,762), Temporary Erosion Control/silt fencing for the berm work ($2,925), and On-Site Field Management by the developer ($3,041.44).

Staff recommends approval of $31,728.44 in additional Eligible Activities for Maple Oaks, and reimbursement of the full current account balance of $31,131.61.

The summer 2023 capture is expected to be about $78,000. Any additional reimbursement due is dependent on the resolution of the City of Saline's conditions placed the $105,800 in Local Only "Look Back" expenses. Staff recommends that only a portion of summer 2023 capture is completed. For example, this would be an amount sufficient to reimburse the remaining due of the $31,728.44 approved today ($596.83), plus 3 mills of the SET calculation due the State this fall ($4,630). Staff will work with the Chair and City of Saline on confirmation of summer capture, provided the Board is in agreement with this approach.

5. **220 N. Park LBRF Grant/Loan Agreement and Collateral Assignment of Reimbursement Agreement – Action**

Staff has been working with the developers, their lenders, and County Corporation Counsel on drafting, reviewing, and finalizing all contracts, agreements, legal instruments, etc. required to get this 46 unit project in the City of Ypsilanti under construction. At this time, the project should close and break ground in September.

The Authority negotiated $15,000 annual LBRF Loan Payments from TIR for the first approximately 15 years of TIF capture on the project, with the remainder going to pay off the lender's TIF Bridge Note of $1.63M. After the Bridge note is fully paid, the Authority will capture 100% of available TIF proceeds to 1) fully pay off the $500K LBRF Loan, and 2) fully complete LBRF capture.

The Authority also previously delegated staff to approve Eligible Activities to be funded with the $1M LBRF Grant/Loan, as part of the monthly draw process during construction. However, staff is requesting final confirmation of the process by the Authority, and approval of these two Agreements.

Note: We are proposing to advance the full $1M in LBRF Grant/Loan funding to an escrow account <u>upon LBRF Agreement execution</u>, from which Eligible Activities already completed will be paid as part of the monthly draw process. The draw process is where the General Contractor submits all construction activities and charges completed in the previous month. *(Usually, LBRF Grants are reimbursed to the developer after having already paid the contractor, and submitting the costs to the Authority for review/approval. However, the payment timeline on the project will not allow this)*. Staff will also be approving ARPA-eligible expenses related to the Affordable Housing units' hard costs, on behalf of the County as part of the draw process. The County awarded $3.6M in ARPA funding to support the 23 affordable units in the project.

The Collateral Assignment of Reimbursement Agreement is one the Authority has not seen for this project yet, but is a typical requirement of lenders: that future TIF reimbursements be pledged to the lender to pay down their loan(s) to the project (Or, in the event of default, the lender lays claim to the future TIF reimbursements). As you can see, both Agreements provide for the $15,000 annual "good faith" payments to the Authority to pay down the $500K LBRF Loan, until the lender's note is fully paid.

I look forward to discussing this more at the meeting, but recommend approval.

6. July-August 2023 Financial Report – Action

Please see summer 2023 capture, and proposed reimbursements for the City of Ann Arbor.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated May 25, 2023 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, and ~~Robertson Brothers Homes (the "Developer")~~THE VILLAGE OF ANN ARBOR APARTMENTS SOUTH, LLC, a Michigan Limited Liability Company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI, 48301 (the "Developer").

RECITALS

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

   a. Encompassing multiple parcels on Pontiac Trail and Dhu Varren Road, totaling approximately 77 acres of land.

   b. Located in the City of Ann Arbor, Washtenaw County, Michigan

   c. Tax Identification Numbers I-09-16-201-016, I-09-16-201-015, I-09-16-201-014, I-09-16-201-013, 09-09-16-100-047, 09-09-16-150-003, I-09-16-201-010, and I-09-16-201-009 (the "Eligible Property"),

   d. Legal Descriptions provided in Exhibit B

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

   a. Combine parcels to develop approximately ~~600~~564 attached and detached for-sale and rental housing units, including associated infrastructure, roads, and other improvements (the "Improvements").

   b. Construct the development incorporating the following sustainability improvements: Installation of solar-powered street lights; installation of solar power generation on the clubhouse; ~~No~~green stormwater management system (low impact design); no natural gas ~~connection of~~connections on the for-sale units; and ~~Construction of~~construction of market rate rental units with the appropriate electrical infrastructure to enable future conversion from gas-fired appliances and HVAC (the "Sustainability Commitments").

   c. This will occur through the Developer and other affiliate or co-development entities (collectively, the "Project Developers") incurring eligible costs.

d. The Improvements are expected to increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

C. The ~~Developer~~Project Developers will conduct Eligible Activities and incur eligible costs pursuant to the approved Brownfield Plan, Act 381 Work Plan, and according to the terms of this Agreement. Submission for reimbursement of Eligible Activities incurred by the Project Developers shall be made by Developer with all reimbursement payments made payable to Developer.

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, and Interest is included as an Eligible Activity in the approved Brownfield Plan.

F. 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 seeks reimbursement from TIR.

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

H. In accordance with Act 381, the approved Brownfield Plan, Act 381 Work Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Eligible Property resulting from its Improvements to reimburse the Developer for actual expenses for approved Eligible Activities, including ~~Site Preparation~~site preparation activities representing a financial offset for the Sustainability Commitments incurred by the Project Developers, the Authority for its Administrative Costs (at the discretion of the Authority), 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~~– Unless otherwise defined herein, all terms included in this ~~agreement~~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 Eligible 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 18th tax capture year after the date the Authority begins to capture TIR under the Brownfield Plan where capture is anticipated to begin in 2025~~,~~ (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~~Agreement); or (iii) the maximum number of years as established pursuant to a tax appeal, pursuant to Section 4, below. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains, if any, 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 described in the "Table 1, Eligible Activities Table" ~~and~~ in the Brownfield Plan, and further defined in the approved Act 381 Work Plan.

5. Developer 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 described in the "Table 1 Eligible Activities Table" ~~Table~~ of the Brownfield Plan, and further defined by the approved Act 381 Work 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. Sustainability ~~Improvements~~Commitments Completion ~~Guarantee~~ – The Developer ~~agreed~~agrees to complete ~~certain sustainable improvements~~the Sustainability Commitments to advance the specific community goals of the City of Ann Arbor, with the condition that an equal offset of Site Preparation Eligible Activities be included in the Brownfield Plan. In acknowledgment that these improvements ~~are~~were not required as part of the City's development review standards, yet are important in advancing the City's climate goals, a corresponding offset for these costs of $2,930,071 in Site Preparation Eligible Activities, are included in the approved Brownfield Plan. The Developer hereby agrees that it ~~shall~~will provide and complete ~~said~~the Sustainability ~~Improvements to the satisfaction of the City of Ann Arbor~~Commitments prior to seeking Reimbursement of approved Site Preparation Eligible ~~Costs~~Activities by the Authority.

The Sustainability ~~Improvements~~Commitments include: full electrification of the for-sale residential units for the amount of $1,320,000, solar street lights and solar on the clubhouse for an amount of $439,000, and carrying costs of $1,171,071, (which is an estimated/fixed amount on the basis of 5% simple Interest calculated annually for 12 years on the cost of the Sustainability ~~Improvements~~Commitments). This Interest amount is fixed and included in the overall Site

Preparation ~~activity costs~~Eligible Activities. It will not be calculated as part of or included in the overall allowed Interest of $6,007,701 calculated on the unreimbursed approved Environmental Eligible Costs, pursuant to Section 10 of this Agreement.

7. 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 taxable personal property. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs (including interest where applicable) in accordance with the Brownfield Plan, approved Act ~~381Work~~381 Work Plan(s) (See Exhibit D) and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.

8. Allocation of Captured Taxes – ~~Captured taxes~~TIR 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 and School Operating captured taxes in an amount of 10% 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;

   c. The balance of Local and School Operating captured taxes will be allocated for the reimbursement of ~~actual costs of~~Developer Reimbursable Eligible ~~Activities~~Costs incurred by the ~~Developer~~Project Developers.

   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 $8,677,766 total capture in LBRF.

9. Eligible Costs Reimbursement – For those Eligible Costs for which ~~Developer seeks~~the Project Developers seek reimbursement from the Authority, the ~~Developer~~Project Developers shall incur Eligible Costs and Developer shall 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 Act 381 Work Plan. Eligible Activities being submitted for reimbursement shall not have occurred more than ~~24~~48 months prior to the submittal date, with the exception of ~~environmental~~site assessments, BEA, and Due Care Planning Activities, if conducted prior to approval of the Brownfield Plan.

10. Interest – Interest is included as an Eligible Cost in the approved Brownfield Plan, and will be calculated annually on December 31st at a rate of 5% on the total unreimbursed approved Eligible

Environmental Activities, and added to the total approved Eligible Costs to be reimbursed, up to a maximum of $6,007,701, which is the amount stated in Table 1 of the approved Brownfield Plan.

11. Payments – Payments to Developer shall be made as follows:

    a. Within 90 days of its receipt of the documentation described in paragraph ~~8~~9 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 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~~12 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~~9 of this Agreement within 30 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~~Eligible Costs in the approved Brownfield Plan and as further determined by the approved Act 381 Work Plan; and

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

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

f. If the ~~property owner~~Developer has filed an appeal of ~~property~~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~~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.

g. All reimbursements to Developer shall be made payable to The Village of Ann Arbor Apartments South, LLC at the address above.

12. 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~~13.

13. 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 reasonable 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.

14. 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~~Developer Reimbursable Eligible Costs and accrued interest. The Authority, at its sole discretion, will annually capture TIR to fund Administrative operations and/or deposit into the LBRF as described in the approved Brownfield Plan.

15. 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~~Eligible 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~~48 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.

16. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Eligible 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.

17. Insurance – 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~~engage by the Developer to perform services pursuant to this ~~agreement~~Agreement that are required for the completion of Eligible Activities to purchase and maintain insurance coverages at the limits set forth below. Developer and its contractor(s) and/or subcontractor(s), as applicable, 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.

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~~ and its contractor(s) and/or subcontractor(s) engaged in site work and environmental activities, covering any sudden and non-sudden pollution or environmental impairment, including ~~clean up~~clean-up 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 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

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

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

27. 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.

28. 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~~Except for a collateral assignment for financing purposes from Developer to a lender, 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.

29. 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.

30. 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 of Ann Arbor, or the Authority is a party, or threatened against the Developer, the County, City of Ann Arbor, 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~~TIR 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 381 Work Plan.

31. Annual Reporting – The Developer shall report annually, by April 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

DEVELOPER
~~**Robertson Brothers Homes**~~

THE VILLAGE OF ANN ARBOR APARTMENTS SOUTH, LLC

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

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

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

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

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

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

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

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

h. “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~~tt) of Act 381;

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

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

EXHIBIT B – Legal Descriptions

LAND SITUATED IN THE CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS:

2670 Pontiac Trail (I -09-16-201-016)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 535.00 FT TO POB, TH S 00-42-45 W 306.06 FT, TH S 87-57-09 W 275.85 FT TO C/L PONTIAC TRAIL, TH ALNG C/L N 04-46-55 E 307.87 FT, TH N 87-56-54 E 253.98 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.86 AC

2672 Pontiac Trail (I -09-16-201-015)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 356.00 FT TO POB, TH S 00-42-45 W 306.07 FT, TH S 87-57-09 W 179.00 FT, TH N 00-42-45 E 306.06 FT, TH N 87-56-54 E 179.00 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.26 AC. 1996 TRF

2678 Pontiac Trail ~~Vacant~~ (I -09-16-201-014)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 178.00 FT TO POB, TH S 00-42-44 W 306.09 FT, TH S 87-57-09 W 178.00 FT, TH N 00-42-45 E 306.07 FT, TH N 87-56-54 E 178.00 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.25 AC. 1996 TRF

2682 Pontiac Trail ~~Vacant~~ (I -09-16-201-013)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT TO POB, TH CONT S 00-42-44 W 306.10 FT, TH S 87-57-09 W 178.00 FT, TH N 00-42-44 E 306.09 FT, TH N 87-56-54 E 178.00 FT TO POB. 1.25 AC. 1996 TRF

1710 Dhu Varren (09-09-16-100-047)

COM AT N 1/4 COR OF SEC 16, T2S, R6E; TH ELY 713.14 FT FOR A POB; TH CONT ELY 165 FT; TH SLY DEFL 93 DEG 08' RIGHT 825.05 FT; TH WLY DEFL 86 DEG 52' RIGHT 165 FT;TH NLY DEFL 93 DEG 08' RIGHT 825.05 FT TO THE POB; BEING PRT OF THE WEST 1/2 OF THE NE 1/4 OF SAID SEC 16

1680 Dhu Varren (09-09-16-150-003)

COM AT N 1/4 POST OF SEC, THEAST 548.14 FT IN N LINE OF SEC FOR PL OF BEG, TH E 165 FT IN N LINE OF SEC, TH DEFL 93 DEG 08' RIGHT 825.05FT. TH DEFL 86 DEG 52' RIGHT 165 FT. TH DEFL 93 DEG08' RIGHT 825.05 FT TO PL OF BEG, BEING PART OF W 1/2 OF NE 1/4, ALSO THE W 1/2 OFNE 1/4, EXCEPT THE N 825.05 FT THEREOF SEC 16 T2S-R6E 58.13 AC.

Pontiac Trail Vacant (I-09-16-201-010)

*OLD SID - I 09-016-028-00 16-11D S 1/2 OF FOLLOWING DESC LAND, COM AT NE COR OF S 1/2OF S 1/2 OF NW 1/4 TH S 54 FT IN N & S 1/4 LINE FOR A PL OF BEG, TH DEFL 87 DEG 13' TO THE RIGHT 810.78 FT

TO CENT OF PONTIAC RD, TH S'LY IN CENT OF RD TO THE NECOR OF 'HURON MANOR SUBDIVISION' A RECORDED PLAT, TH E IN E & W 1/4 LINETO THE CENT OF SEC, TH N T PL OF BEG, BEING A PART OF S1/2 OF S 1/2 OF NW 1/4, EXC COM AT CENT OF SEC, TH S 86 DEG 01' 30" W 373.88 FT IN E & W 1/4 LINE FOR PL OF BEG, TH S 86 DEG 01' 30" W 477.07 FT, TH N 3 DEG 01' E 171.27 FT IN CENT OF ROAD, TH N 86 DEG 01' 30" E 460 FT, TH SOUTH 3 DEG 58' 30" E170 FT TO PL OF BEG SEC 16 T2S-R6E 3.88 AC.

2600 Pontiac Trail (I-09-16-201-009)

*OLD SID - I 09-016-027-00 16-11C N 1/2 OF FOLLOWING DESC LAND, COM AT NE COR OF S 1/2OF S 1/2 OF NW 1/4 TH S 54 FT IN N & S 1/4 LINE FOR A PL OF BEG, TH DEFL 87 DEG 13' TO THE RIGHT 810.78 FT TO THE CENT OF PONTIAC RD, TH S'LY IN CENT OF RD TO THENE COR OF 'HURON MANOR SUBDIVISION' A RECORDED PLAT, TH E IN E & W 1/4 LINETO THE CENT OF SEC, TH N TO PL OF BEG, BEING A PART OF S 1/2 OF S 1/2 OF NW 1/4 SEC. 16 T2S R6E 5.71 AC

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 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~~48 months prior to the date submitted, with the exception of site assessments, BEA, and Due Care Planning Activities.

   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.~~

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

Summary report: **Litera Compare for Word 11.3.1.3 Document comparison done on 8/22/2023 12:44:01 PM**	
Style name: WNJ Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imanage.fs.wnj.com/WNJDMS/28747658/1	
Modified DMS: iw://imanage.fs.wnj.com/WNJDMS/28747658/7	
Changes:	
Add	90
~~Delete~~	67
~~Move From~~	1
Move To	1
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	159

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the “Agreement”) dated May 25, 2023 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”), an authority established pursuant to Act 381 of 1996, as amended (“Act 381”), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, and THE VILLAGE OF ANN ARBOR APARTMENTS SOUTH, LLC, a Michigan Limited Liability Company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI, 48301 (the “Developer”).

RECITALS

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

    a. Encompassing multiple parcels on Pontiac Trail and Dhu Varren Road, totaling approximately 77 acres of land.

    b. Located in the City of Ann Arbor, Washtenaw County, Michigan

    c. Tax Identification Numbers I-09-16-201-016, I-09-16-201-015, I-09-16-201-014, I-09-16-201-013, 09-09-16-100-047, 09-09-16-150-003, I-09-16-201-010, and I-09-16-201-009 (the “Eligible Property”),

    d. Legal Descriptions provided in Exhibit B

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

    a. Combine parcels to develop approximately 564 attached and detached for-sale and rental housing units, including associated infrastructure, roads, and other improvements (the “Improvements”).

    b. Construct the development incorporating the following sustainability improvements: Installation of solar-powered street lights; installation of solar power generation on the clubhouse; green stormwater management system (low impact design); no natural gas connections on the for-sale units; and construction of market rate rental units with the appropriate electrical infrastructure to enable future conversion from gas-fired appliances and HVAC (the “Sustainability Commitments”).

    c. This will occur through the Developer and other affiliate or co-development entities (collectively, the “Project Developers”) incurring eligible costs.

d. The Improvements are expected to increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

C. The Project Developers will conduct Eligible Activities and incur eligible costs pursuant to the approved Brownfield Plan, Act 381 Work Plan, and according to the terms of this Agreement. Submission for reimbursement of Eligible Activities incurred by the Project Developers shall be made by Developer with all reimbursement payments made payable to Developer.

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, and Interest is included as an Eligible Activity in the approved Brownfield Plan.

F. 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 seeks reimbursement from TIR.

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

H. In accordance with Act 381, the approved Brownfield Plan, Act 381 Work Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Eligible Property resulting from its Improvements to reimburse the Developer for actual expenses for approved Eligible Activities, including site preparation activities representing a financial offset for the Sustainability Commitments incurred by the Project Developers, the Authority for its Administrative Costs (at the discretion of the Authority), 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. <u>Definitions</u> – Unless otherwise defined herein, 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. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture the TIR generated by the Improvements on the Eligible 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 18th tax capture year after the date the Authority begins to capture TIR under the Brownfield Plan where capture is anticipated to begin in 2025 (or as may subsequently be extended by a Brownfield Plan amendment and amendment to this Agreement); or (iii) the maximum number of years as established pursuant to a tax appeal, pursuant to Section 4, below. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains, if any, 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 described in the "Table 1, Eligible Activities Table" in the Brownfield Plan, and further defined in the approved Act 381 Work Plan.

5. Developer 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 described in the "Table 1 Eligible Activities Table" of the Brownfield Plan, and further defined by the approved Act 381 Work 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. Sustainability Commitments Completion – The Developer agrees to complete the Sustainability Commitments to advance the specific community goals of the City of Ann Arbor, with the condition that an equal offset of Site Preparation Eligible Activities be included in the Brownfield Plan. In acknowledgment that these improvements were not required as part of the City's development review standards, yet are important in advancing the City's climate goals, a corresponding offset for these costs of $2,930,071 in Site Preparation Eligible Activities, are included in the approved Brownfield Plan. The Developer hereby agrees that it will provide and complete the Sustainability Commitments prior to seeking Reimbursement of approved Site Preparation Eligible Activities by the Authority.

   The Sustainability Commitments include: full electrification of the for-sale residential units for the amount of $1,320,000, solar street lights and solar on the clubhouse for an amount of $439,000, and carrying costs of $1,171,071, (which is an estimated/fixed amount on the basis of 5% simple Interest calculated annually for 12 years on the cost of the Sustainability Commitments). This Interest amount is fixed and included in the overall Site Preparation Eligible Activities. It will not be calculated as part of or included in the overall allowed Interest of $6,007,701 calculated on the unreimbursed approved Environmental Eligible Costs, pursuant to Section 10 of this Agreement.

7. 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 taxable personal property. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs (including interest where applicable) in accordance with the Brownfield Plan, approved Act 381 Work Plan(s) (See Exhibit D) and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.

8. Allocation of Captured Taxes – TIR 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 and School Operating captured taxes in an amount of 10% 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;

    c. The balance of Local and School Operating captured taxes will be allocated for the reimbursement of Developer Reimbursable Eligible Costs incurred by the Project Developers.

    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 $8,677,766 total capture in LBRF.

9. Eligible Costs Reimbursement – For those Eligible Costs for which the Project Developers seek reimbursement from the Authority, the Project Developers shall incur Eligible Costs and Developer shall 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 Act 381 Work Plan. Eligible Activities being submitted for reimbursement shall not have occurred more than 48 months prior to the submittal date, with the exception of site assessments, BEA, and Due Care Planning Activities, if conducted prior to approval of the Brownfield Plan.

10. Interest – Interest is included as an Eligible Cost in the approved Brownfield Plan, and will be calculated annually on December 31st at a rate of 5% on the total unreimbursed approved Eligible Environmental Activities, and added to the total approved Eligible Costs to be reimbursed, up to a maximum of $6,007,701, which is the amount stated in Table 1 of the approved Brownfield Plan.

11. Payments – Payments to Developer shall be made as follows:

    a. Within 90 days of its receipt of the documentation described in paragraph 9 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 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 12 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 9 of this Agreement within 30 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 the approved Act 381 Work Plan; and

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

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

f. If the Developer 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.

g. All reimbursements to Developer shall be made payable to The Village of Ann Arbor Apartments South, LLC at the address above.

12. 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 13.

13. 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 reasonable form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan. 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.

14. 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 Reimbursable Eligible Costs and accrued interest. The Authority, at its sole discretion, will annually capture TIR to fund Administrative operations and/or deposit into the LBRF as described in the approved Brownfield Plan.

15. 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 Eligible 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 48 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.

16. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Eligible 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.

17. Insurance – 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) engage by the Developer to perform services pursuant to this Agreement that are required for the completion of Eligible Activities to purchase and maintain insurance coverages at the limits set forth below. Developer and its contractor(s) and/or subcontractor(s), as applicable, 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.

    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 and its contractor(s) and/or subcontractor(s) engaged in site work and environmental activities, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than $1,000,000 per occurrence.

e. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

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

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

27. 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.

28. 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. Except for a collateral assignment for financing purposes from Developer to a lender, 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.

29. 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.

30. 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 of Ann Arbor, or the Authority is a party, or threatened against the Developer, the County, City of Ann Arbor, 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 TIR 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 381 Work Plan.

31. Annual Reporting – The Developer shall report annually, by April 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:_____________________________________
Allison Krueger, Chairperson

Date:___________________________________

Attested to:

By:_____________________________________
Lawrence Kestenbaum, County Clerk/Register

Date:___________________________________

Approved As to Form:

By:_____________________________________
Michelle Billard, Corporation Counsel

DEVELOPER

THE VILLAGE OF ANN ARBOR APARTMENTS SOUTH, LLC

BY:_____________________________________

PRINT NAME:___________________________

ITS:_____________________________________

Date:___________________________________

Exhibits

EXHIBIT A - Definitions

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

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

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

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

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

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

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

h. "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(tt) of Act 381;

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

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

EXHIBIT B – Legal Descriptions

LAND SITUATED IN THE CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS:

2670 Pontiac Trail (I -09-16-201-016)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 535.00 FT TO POB, TH S 00-42-45 W 306.06 FT, TH S 87-57-09 W 275.85 FT TO C/L PONTIAC TRAIL, TH ALNG C/L N 04-46-55 E 307.87 FT, TH N 87-56-54 E 253.98 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.86 AC

2672 Pontiac Trail (I -09-16-201-015)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 356.00 FT TO POB, TH S 00-42-45 W 306.07 FT, TH S 87-57-09 W 179.00 FT, TH N 00-42-45 E 306.06 FT, TH N 87-56-54 E 179.00 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.26 AC. 1996 TRF

2678 Pontiac Trail (I -09-16-201-014)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 178.00 FT TO POB, TH S 00-42-44 W 306.09 FT, TH S 87-57-09 W 178.00 FT, TH N 00-42-45 E 306.07 FT, TH N 87-56-54 E 178.00 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.25 AC. 1996 TRF

2682 Pontiac Trail (I -09-16-201-013)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT TO POB, TH CONT S 00-42-44 W 306.10 FT, TH S 87-57-09 W 178.00 FT, TH N 00-42-44 E 306.09 FT, TH N 87-56-54 E 178.00 FT TO POB. 1.25 AC. 1996 TRF

1710 Dhu Varren (09-09-16-100-047)

COM AT N 1/4 COR OF SEC 16, T2S, R6E; TH ELY 713.14 FT FOR A POB; TH CONT ELY 165 FT; TH SLY DEFL 93 DEG 08' RIGHT 825.05 FT; TH WLY DEFL 86 DEG 52' RIGHT 165 FT;TH NLY DEFL 93 DEG 08' RIGHT 825.05 FT TO THE POB; BEING PRT OF THE WEST 1/2 OF THE NE 1/4 OF SAID SEC 16

1680 Dhu Varren (09-09-16-150-003)

COM AT N 1/4 POST OF SEC, THEAST 548.14 FT IN N LINE OF SEC FOR PL OF BEG, TH E 165 FT IN N LINE OF SEC, TH DEFL 93 DEG 08' RIGHT 825.05FT. TH DEFL 86 DEG 52' RIGHT 165 FT. TH DEFL 93 DEG08' RIGHT 825.05 FT TO PL OF BEG, BEING PART OF W 1/2 OF NE 1/4, ALSO THE W 1/2 OFNE 1/4, EXCEPT THE N 825.05 FT THEREOF SEC 16 T2S-R6E 58.13 AC.

Pontiac Trail Vacant (I-09-16-201-010)

*OLD SID - I 09-016-028-00 16-11D S 1/2 OF FOLLOWING DESC LAND, COM AT NE COR OF S 1/2OF S 1/2 OF NW 1/4 TH S 54 FT IN N & S 1/4 LINE FOR A PL OF BEG, TH DEFL 87 DEG 13' TO THE RIGHT 810.78 FT TO CENT OF PONTIAC RD, TH S'LY IN CENT OF RD TO THE NECOR OF 'HURON MANOR SUBDIVISION' A

RECORDED PLAT, TH E IN E & W 1/4 LINETO THE CENT OF SEC, TH N T PL OF BEG, BEING A PART OF S1/2 OF S 1/2 OF NW 1/4, EXC COM AT CENT OF SEC, TH S 86 DEG 01' 30" W 373.88 FT IN E & W 1/4 LINE FOR PL OF BEG, TH S 86 DEG 01' 30" W 477.07 FT, TH N 3 DEG 01' E 171.27 FT IN CENT OF ROAD, TH N 86 DEG 01' 30" E 460 FT, TH SOUTH 3 DEG 58' 30" E170 FT TO PL OF BEG SEC 16 T2S-R6E 3.88 AC.

2600 Pontiac Trail (I-09-16-201-009)

*OLD SID - I 09-016-027-00 16-11C N 1/2 OF FOLLOWING DESC LAND, COM AT NE COR OF S 1/2OF S 1/2 OF NW 1/4 TH S 54 FT IN N & S 1/4 LINE FOR A PL OF BEG, TH DEFL 87 DEG 13' TO THE RIGHT 810.78 FT TO THE CENT OF PONTIAC RD, TH S'LY IN CENT OF RD TO THENE COR OF 'HURON MANOR SUBDIVISION' A RECORDED PLAT, TH E IN E & W 1/4 LINETO THE CENT OF SEC, TH N TO PL OF BEG, BEING A PART OF S 1/2 OF S 1/2 OF NW 1/4 SEC. 16 T2S R6E 5.71 AC

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 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 48 months prior to the date submitted, with the exception of site assessments, BEA, and Due Care Planning Activities.

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

OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

Washtenaw County Brownfield Redevelopment Authority
Project Application Form

This application form must be completed by the applicant to initiate the brownfield process by the Washtenaw County Brownfield Redevelopment Authority (WCBRA). The completed application will then be submitted to the appropriate representative of the local municipality within which the proposed project is located. There are no deadlines for the submittal of applications -- applications will be accepted on an ongoing basis.

> NOTE: The Project Concept Application (Application) is the first step for all brownfield redevelopment projects coming through the WCBRA. The Project Application is part of our commitment to partner with each Municipal Member throughout the brownfield redevelopment process.
>
> Approval of the Application by the local municipality is **NOT approval of the brownfield project/plan** and the requested Tax Increment Financing (TIF). Approval gives Staff permission to assist the developer in creating a Brownfield Plan.
>
> If a local municipality initially approves a project application, it is not obligated to approve the brownfield plan.

The following <u>separate</u> application fees are due upon processing and <u>acceptance</u> of the brownfield application.

County Brownfield Authority Fee, based on total project investment:

$0- $5Million = $3,000;
$5M - $10M = $4,000; and
$10 M and over = $5,000

Additional Application Fee for Projects within the City of Ann Arbor, due to administrative review costs associated with the Financial Proforma Return on Investment Analysis and review of environmental criteria above the County process:

$4,200

Submit a PDF of the completed application form and any supplemental materials must be submitted to the Washtenaw County Office of Community and Economic Development, Brownfield Program, 415 W. Michigan Ave., 2nd Floor, Ypsilanti, MI 48197.

For assistance in completing this application form, please contact the Washtenaw County Office of Community and Economic Development:

Nathan Voght, Brownfield Redevelopment Coordinator (734) 544-3055 phone
voghtn@washtenaw.org (734) 544-6749 fax

Additional information regarding Brownfield Applications and the Washtenaw County Brownfield Authority process is available online at http://www.washtenaw.org/brownfields .

<u>Before submitting a project application, please make sure all items on the attached checklist are included. Project Application will not be reviewed until items are completed.</u>

OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

PROJECT APPLICANT INFORMATION

Date: January 4, 2022 (Amended June 08, 2023)

Project Applicant Name: MAVD

Mailing Address: 2723 South State Street, Suite 250 Ann Arbor, MI 48104

Contact Person for Applicant: Greg Copp

Telephone/Fax Numbers: (734) 930-6700

E-mail Address: gcopp@mavd.com

Property Owner Name: 303 Detroit Street, LLC

Mailing Address: 2723 South State Street, Suite 250, Ann Arbor, MI 48104

Contact Person for Property Owner: Greg Copp

Telephone/Fax Numbers: (734) 930-6700

E-mail Address: gcopp@mavd.com

PROJECT INFORMATION

Project Address: 303 North Fifth Avenue and 312 and 314 Detroit Street, Ann Arbor, MI

Parcel ID Number(s): **303 North Fifth Avenue:** 09-09-29-124-003; **312 Detroit Street:** 09-09-29-124-002; **314 Detroit Street:** 09-09-29-124-001

Legal Description: See attachment

Located within WCBRA Member Municipality: ☒ YES ☐ NO

Is the project located within a Downtown Development Authority (DDA)?

Yes, Ann Arbor

If yes, has the DDA been contacted? Do they support the project? If so, what level of support has been identified?

The DDA is aware of the project. Moreover, incremental revenue generated by the redevelopment will be allocable to the BRA, not the DDA.

Proposed Project Description:

The project consists of construction of a five story, flatiron-style mixed-use residential and retail building with underground and integrated ground level parking. Approximately 1,900 square feet of retail/office/residential space will be located in the northern tip of the flatiron structure, across Detroit Street from the Ann Arbor Farmers Market. Ten parking spaces will be located on the remainder of the ground level, and another 13 parking spaces will be located below ground level. 14 apartments are planned in total, four each on floors two and three, and three each on floors four and five. It is anticipated that approximately 90% of the apartments will be owned as principal residences, and 10% as second homes. The building will be a LEED Gold certified project. The project will utilize underground stormwater detention. Underground storage tanks (USTs) will be removed prior to construction, and remedial activities will be performed. The existing buildings and parking lots will be demolished in preparation for remediation.

- ❑ *Attach copies of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.*

Proposed Redevelopment Use(s):

The redevelopment uses include parking, retail/office, and apartments and/or condominiums.

Anticipated Project Schedule/Critical Dates:

Project sitework commenced in early 2023.

Status of Development Permits and Applications:

Site plans was approved by City of Ann Arbor Planning Commission on May 17th, 2022

Description of Known or Suspected Environmental Contamination Concerns

Each of the three parcels within the Property is a Facility as defined by Part 201. 314 Detroit Street has land use controls as a result of a confirmed petroleum release discovered during the investigation and/or removal of an underground storage tank. The Property is also within the Gelman dioxane plume Groundwater Prohibition Zone.

- ❑ Attach environmental reports sufficient to document brownfield eligibility, such as Facility status, site history, and current site conditions. (i.e. Phase I, Phase II, BEA, etc)

Needed Eligible Activities and Projected Costs (if known):

- ❑ *Attach a copy of Eligible Activity Table.*
- ❑ *Attach additional pages if needed and supporting documentation or reports if available.*

Projected Private Investment in Redevelopment:

$20,000,000

For City of Ann Arbor Projects:

- ❑ *Prepare to provide, upon request, under separate cover, detailed proforma and project budget illustrating all related project expenses, sources* of *financing, and project financing gap.*

Anticipated Job Creation or Retention Impacts:

Estimated permanent jobs created: 5 Estimated temporary jobs created: 50

Other Significant Project Information:

PROJECT APPLICATION CHECKLIST

Before submitting the project application, please make sure all items on the checklist are included. Project Application will not be reviewed until items are completed.

Ownership Documentation

- ❑ If the project applicant does not own the property,, please attach documentation to adequately demonstrate authorization to proceed with development planning, such as a purchase or development agreement or notarized letter, to submit this application form for consideration by the WCBRA.
  or;
- ❑ Attach copy of current title commitment and proof of ownership**.**

Site Plan

- ❑ Attach copies of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.

Financial Information and Eligible Activities

- ❑ Attach a copy of Eligible Activity Table and TIF Table broken down by taxing jurisdiction.

For City of Ann Arbor Projects:

- ❑ *Prepare to provide, upon request, under separate cover, detailed proforma and project budget illustrating all related project expenses, sources* of *financing, and project financing gap.*

Environmental Work Completed

- ❑ Attach or otherwise provide access to environmental reports sufficient to document brownfield eligibility, such as Facility Status, site history, and current site conditions. (i.e. Phase I, Phase II, BEA, , etc)

BROWNFIELD PLAN (AMENDMENT #1) FOR:

303 North Fifth Avenue and 312 and 314 Detroit Street, Ann Arbor, Michigan

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
C/O WASHTENAW COUNTY OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT
415 W. MICHIGAN AVENUE, SUITE 2200
YPSILANTI, MICHIGAN 48197

Nathan Voght, AICP
Brownfield Redevelopment Coordinator

Prepared with the Assistance of SME
March 21, 2022; Amendment #1 Date: July 21, 2023

TABLE OF CONTENTS

PROJECT SUMMARY

Project Name:	Detroit Street Redevelopment
Estimated Investment:	$17,000,000
Project Location:	The project site (the Property) consists of three parcels of land with addresses 303 North Fifth Avenue, 312 Detroit Street, and 314 Detroit Street (Tax IDs: 09-09-29-124-003, 09-09-29-124-002, and 09-09-29-124-001, respectively). The Property is approximately 0.2 acres in size and is bounded by Detroit Street to the northwest, North Fifth Avenue to the east, and 300 Detroit Street to the south.
Property Eligibility:	Each parcel meets the definition of a “facility” as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended). Historical uses of the Property include a residential building, a drive-through party store, restaurants, and a gas station. Arsenic, barium, lead, mercury, selenium, and zinc have been documented in the soil at concentrations greater than generic residential use criteria promulgated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formerly the Michigan Department Environmental Quality.
Eligible Activities:	Beyond capturing tax increment revenues for the State Revolving Fund, Brownfield Redevelopment Authority Administrative fees, and the Local Brownfield Revolving Fund, this plan contains the following eligible activities: **Environmental/Department-Specific Activities** – Baseline Environmental Assessment (BEA) activities; demolition; due care activities; other response activities; brownfield and work plan preparation and implementation; and 15% in contingency costs. **Non-Environmental Activities** – The developer is not requesting reimbursement of non-environmental eligible activity costs.
Eligible Costs:	Environmental – $3,298,995 Non-Environmental – $0 Total – $3,298,995
Capture Period:	Total capture period – 10 years Developer reimbursement – 9 years (based on projections assuming 50% of condominiums owned as principal residences and 50% as second homes) Funding of LBRF – 10 years
Project Summary:	The project consists of construction of a five story, flatiron-style mixed-use residential and retail building with underground and integrated ground level parking. Approximately 1,900 square feet of retail/office space will be located in the northern tip of the flatiron structure, across Detroit Street from the Ann Arbor Farmers Market. Ten parking spaces will be located on the remainder of the ground level, and another 13 parking spaces will be located below ground level. 14 condominiums are planned in total, four each on floors two and three, and three each on floors four and five. It is anticipated that the condominiums will be owned as principal residences and as second homes. In the revenue projections it is assumed that approximately 50% of the condominiums will be owned as principal residences, and 50% as second homes. The building will be a LEED

Gold certified project. The project will utilize underground stormwater detention. Underground storage tanks (USTs) will be removed prior to construction, and remedial activities will be performed. The existing buildings and parking lots will be demolished in preparation for remediation.

AMENDMENT SUMMARY

On August 3, 2022, the Washtenaw County Board of Commissioners approved this brownfield plan as Brownfield Plan for the 303 N. Fifth Ave. and 312/214 Detroit Street Brownfield Plan (“Brownfield Plan”). After excavation activities began, unanticipated adverse subsurface conditions resulted in significantly higher costs for soil removal and earth retention than were budgeted in the Brownfield Plan. This amendment to the Brownfield Plan (“Amendment #1”) is for the following purposes:

1. Provide and include additional eligible activities cost. Due to difficult subsurface soil conditions, the subsurface contaminated soil and earth retention cost have increased by $624,984 (including contingency).

Therefore, Amendment #1 includes the following changes to the Brownfield Plan.

III. BROWNFIELD PLAN

AMENDMENT TO SECTION III.A (DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES)

BROWNFIELD PLAN TEXT WITH REDLINE CHANGES FOR AMMENDMENT:

The estimated total cost of eligible Department Specific Activities eligible for reimbursement from tax increment revenues under this Plan are ~~$2,674,011~~ $3,298,995.

The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities, ~~$2,674,011~~ $3,298,995, subject to reimbursement.

The total projected capture for administrative operations and LBRF is ~~$750,776~~ $893,842, as shown in Table 3.

AMENDMENT #1 TEXT:

The estimated total cost of eligible Department Specific Activities eligible for reimbursement from tax increment revenues under this Plan are $3,298,995.

The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities, $3,298,995, subject to reimbursement.

The total projected capture for administrative operations and LBRF is $893,842, as shown in Table 3.

AMENDMENT TO SECTION III.B (ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES)

BROWNFIELD PLAN TEXT WITH REDLINE CHANGES FOR AMMENDMENT:

Capture of incremental taxes in the amount of ~~$750,776~~ $893,842 to fund the LBRF and administrative operations as needed, and ~~$206,465~~ $247,296 to fund the State Revolving Fund, will occur annually during and after the developer’s reimbursement period, as shown in Table 3.

AMENDMENT #1 TEXT:

Capture of incremental taxes in the amount of $893,842 to fund the LBRF and administrative operations as needed, and $247,296 to fund the State Revolving Fund, will occur annually during and after the developer's reimbursement period, as shown in Table 3.

AMENDMENT TO SECTION III.E (DURATION OF BROWNFIELD PLAN)

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: 1) reimbursement of all eligible costs, cumulatively not to exceed developer reimbursement of ~~$2,674,011~~ $3,298,995 or 2) 12 years.

AMENDMENT #1 TEXT:

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: 1) reimbursement of all eligible costs, cumulatively not to exceed developer reimbursement of $3,298,995 or 2) 12 years.

AMENDMENT TO SECTION III.L (DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF))

Up to approximately ~~$750,776~~ $893,842, minus any local tax increment revenues used for administrative operations of the Authority, as described in Section III.A., is projected to be deposited in the LBRF under this Plan through capture of tax increment revenues during the developer reimbursement period. The LBRF/administrative contribution will be funded by capture of 10% of the available cumulative incremental taxes in each year that the developer is reimbursed, and an amount equal to 15% of eligible activity costs in the Plan ~~($401,102)~~ ($494,849) after developer reimbursement is complete.

AMENDMENT #1 TEXT:

Up to approximately $893,842, minus any local tax increment revenues used for administrative operations of the Authority, as described in Section III.A., is projected to be deposited in the LBRF under this Plan through capture of tax increment revenues during the developer reimbursement period. The LBRF/administrative contribution will be funded by capture of 10% of the available cumulative incremental taxes in each year that the developer is reimbursed, and an amount equal to 15% of eligible activity costs in the Plan ($494,849) after developer reimbursement is complete.

OTHER CHANGES TO THE BROWNFIELD PLAN

Amendment #1 makes the following additional changes to the Brownfield Plan

1. The Brownfield Plan Project Summary is replaced with this Amendment Summary.
2. Tables 1, 2, and 3 are revised to show the increased reimbursable eligible activities cost, tax increment revenue reimbursement allocation, and reimbursement period.

Amendment #1 does not make any other changes to the Brownfield Plan.

I. INTRODUCTION

A. PLAN PURPOSE

The Washtenaw County Brownfield Redevelopment Authority (Authority; WCBRA), duly established by resolution of the Washtenaw County Board of Commissioners, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of Washtenaw County, acting on behalf of its member communities. The purpose of this Brownfield Plan (the Plan), to be implemented by the WCBRA, is to satisfy the requirements of Act 381 for including the eligible property described below, designated in this Plan as the Detroit Street Redevelopment, in Ann Arbor, Michigan (the “Property”), in a Brownfield Plan. The Property is located within the boundaries of the City of Ann Arbor, a WCBRA member community.

The Authority proposes to implement this Plan to promote economic development and brownfield redevelopment within the County. The capture and use of tax increment revenues (TIR) generated by redevelopment are necessary to support needed environmental response actions and ensure the economic viability of the project. This Plan allows the Authority to capture TIR generated by redevelopment of the Property for the following purposes: reimbursement of the developer, 303 Detroit Street, LLC, a development entity formed by MAVD (the Developer), for the costs of eligible activities required to prepare the Property for safe redevelopment and reuse (see Section III); funding of the State Revolving Fund (SRF) and the Authority’s Local Brownfield Revolving Fund (LBRF); and, at the Authority’s discretion, payment of some or all of the Authority’s annual administrative and operating expenses.

B. PROPERTY DESCRIPTION

The Property consists of three parcels totaling approximately 0.2 acres located north of 300 Detroit Street, southeast of Detroit Street, and west of North Fifth Avenue. The 303 North Fifth Avenue parcel is developed with an approximately 3,000 square-foot commercial building; the 312 Detroit Street parcel is a surface parking lot; and the 314 Detroit Street parcel is developed with an approximately 1,000 square-foot commercial building with an outdoor seating and parking area. Tax parcel identification numbers and addresses for the parcels constituting the Property are shown in the table below. Additional property information is provided in Section III (G).

PARCEL ID	ADDRESS	METHOD OF QUALIFICATION
09-09-29-124-003	303 North Fifth Avenue	Part 201 “facility”
09-09-29-124-002	312 Detroit Street	Part 201 “facility”
09-09-29-124-001	314 Detroit Street	Part 201 “facility”

C. BASIS OF ELIGIBILITY

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because each parcel meets the definition of a “facility” pursuant to Part 201 of Michigan’s Natural Resources and Environmental Protection Act (1994 P.A. 451, as amended), hereinafter “Part 201”. We determined this as a result of a Phase II Environmental Site Assessment (ESA) we conducted in September 2021. We advanced 10 soil borings across the Property, installed two temporary groundwater monitoring wells, and installed four soil gas sampling points. We collected soil, groundwater, and soil gas samples and submitted them to an analytical laboratory for analysis of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and/or the 10 Michigan metals. Soil on the Property is contaminated with arsenic, barium, lead, mercury, selenium, and zinc at levels above Part 201 residential Drinking Water Protection, Groundwater Surface Water Interface Protection, and/or Direct Contact criteria. In addition, arsenic and lead were measured at levels above Part 201 nonresidential Direct Contact criteria.

Concentrations of target analytes were not measured above Part 201 criteria or relevant screening levels in the groundwater and soil gas samples.

The Developer has acquired the Property and will comply with the requirements of the Part 201 Baseline Environmental Assessment (BEA) process to qualify for the limitations to environmental liability afforded purchasers of brownfield sites under federal and state environmental statutes.

D. PROJECT DESCRIPTION

THE PROPERTY

The approximately 0.2-acre Property is located northwest of the intersection of Catherine Street and North Fifth Avenue in Ann Arbor, south of the Kerrytown Market and east of the Ann Arbor Farmers Market. The Property is zoned D2 for Downtown Interface. The buildings present on the 303 North Fifth Avenue and 314 Detroit Street parcels are underutilized office/warehouse space and a restaurant. The 312 Detroit Street parcel is a surface parking lot. The buildings are obsolete. Other commercial and residential developments surround the Property.

Historical uses of the Property include a residential building, a drive-through party store, restaurants, and a gas station.

THE REDEVELOPMENT

The project consists of construction of a five-story, flatiron-style mixed-use residential and retail building with underground and integrated ground level parking. Approximately 1,900 square feet of retail/office space will be located in the northern tip of the flatiron structure, across Detroit Street from the Ann Arbor Farmers Market. Ten parking spaces will be located on the remainder of the ground level, and another 13 parking spaces will be located below ground level. 14 condominiums are planned in total, four each on floors two and three, and three each on floors four and five. In the revenue projections, it is anticipated that approximately 50% of the condominiums will be owned as principal residences, and 50% as second homes. The building will be a LEED Gold certified project. The project will utilize underground stormwater detention. Underground storage tanks (USTs) will be removed prior to construction, and remedial activities will be performed. The existing buildings and parking lots will be demolished in preparation for remediation.

BROWNFIELD CONDITIONS

Given the Property's location in a commercial and residential area of Ann Arbor, it is ideal for residential and retail use; however, redevelopment is hindered by the presence of USTs, contaminated soil, obsolescence of the existing buildings, and surrounding infrastructure. The 303 North Fifth Avenue and 314 Detroit Street buildings were constructed in 1936 and 1940, respectively, and are incompatible with current demand of housing and parking. Moreover, surrounding infrastructure needs to be improved, and green stormwater improvements are planned for the new development. Without redevelopment incentives, the project is not financially viable due to brownfield conditions.

It is anticipated that three USTs are located toward the northern end of the Property. Prior to redevelopment, the USTs will be removed. In preparation for UST removal and soil remediation, the obsolete buildings and parking lots will be demolished. Based on results from the Phase II ESA, contaminated soil is present throughout the Property. In addition to contaminated soils that will be removed during excavation for the planned building, the Developer intends to excavate contaminated soil on the northern tip of the Property, so as to maximize source removal during redevelopment. Contaminated soils will be hauled offsite and disposed of at a Type II landfill. Since the project is a zero-lot line development, it will require extensive shoring during excavation of the contaminated soils in order to protect adjacent public infrastructure.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES

The Developer will be reimbursed for the costs of eligible activities necessary to address brownfield conditions and prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues and incremental state school operating tax revenues generated from the Property after redevelopment and captured by the WCBRA, subject to any limitations and conditions described in this Plan, approvals of EGLE, as appropriate, for school operating tax capture, and the terms of a Reimbursement Agreement between Developer and the Authority (the “Reimbursement Agreement”). If available, this Plan will capture all new personal property taxes generated by this project.

The estimated total cost of eligible Department Specific Activities eligible for reimbursement from tax increment revenues under this Plan are $3,298,995. Request for reimbursement of Non-Environmental Activities is not planned at this time. The eligible activities are summarized in Table 1 (Appendix A). The costs of individually identified Department Specific activities eligible for reimbursement are estimated and may increase or decrease, depending on the nature and extent of unknown conditions encountered during redevelopment.

No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1994, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities, $3,298,995, subject to reimbursement. As long as the total of eligible costs described in this Plan or in the Department Specific cost categories are not exceeded, line-item eligible activities, tasks, and costs within each respective Department Specific category may be adjusted without Plan amendment after the date of this Plan, to the extent the adjustments do not violate the terms of Act 381. Eligible activities conducted prior to Brownfield Plan approval will be reimbursed to the extent allowed by Act 381.

Pursuant to Act 381, the Authority may capture incremental local taxes to fund its administrative operations as defined in the Act and may contribute to its LBRF with tax increment revenues in excess of the amount needed to reimburse Developer for the costs of eligible activities in the approved Brownfield Plan. For these purposes, it is the intent of the Authority to capture ten percent (10%) of the available incremental taxes annually during Developer reimbursement, and, in the year(s) after Developer reimbursement is complete, an amount equal to fifteen percent (15%) of the Developer’s approved eligible activity costs. The total projected capture for administrative operations and LBRF is $893,842, as shown in Table 3. At the sole discretion of the WCBRA, all or part of the incremental local taxes captured for the LBRF in any tax year may be used to pay the administrative and operational costs of the Authority incurred in that year.

This Plan is capped at 12 years of reimbursement. The LBRF will be fully funded, as described above, before Developer reimbursement is complete, if tax increment is limited by the Plan cap.

Fifty percent (50%) of the available incremental state education tax will be captured for deposit into the State Revolving Fund pursuant to Act 381.

B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES

The estimated 2021 taxable value of the Property is $304,296, which is the initial taxable value for this Plan. This value was obtained from the City of Ann Arbor's Online Property and Land Search. The anticipated taxable value at project completion is $8,585,000, which is expected to be attained in calendar year 2023 (for tax year 2024); however, the actual taxable value in each year of this Plan will be determined by the City Assessor.

Estimated taxable values, tax increment revenues to be captured, impacts on taxing jurisdictions, and eligible activities reimbursement cash flows are presented in Table 2 and Table 3 (Appendix B). The annual increase in taxable value of the Property is assumed to be 2% for purposes of this Plan. The annual incremental taxable value and captured tax increment revenue will be determined by the actual assessed taxable value of the Property and millages approved by the relevant taxing jurisdictions.

The WCBRA will capture 100% of the available incremental local and school operating tax revenues generated from the Property to reimburse Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. Additionally, tax revenue associated with all new personal property, if any, will be captured as part of this plan. Reimbursement using incremental school operating tax revenues is further limited to those eligible activities and costs approved by EGLE or that are otherwise eligible under Act 381.

It is the intent of this Plan to provide for the proportional capture of all eligible incremental taxes in whatever amounts and in whatever years they become available until the eligible cost reimbursement and LBRF funding described in this Plan are complete or 12 years, whichever is shorter. It is estimated that all the developer's eligible costs will be reimbursed within nine years after the first year of capture. The proportion of local taxes versus school taxes available for capture is partly dependent on the proportion of condominiums owned as principal residences versus the proportion owned as second homes. In the revenue projections, this split is estimated at 50/50, but the actual proportions will be determined by future ownership. To the extent that a greater percentage of condominiums are owned as principal residences, the proportion of reimbursement from local tax increment revenue versus state school tax revenue will increase. In no event, however, shall Developer reimbursement exceed 12 years.

Capture of incremental taxes in the amount of $893,842 to fund the LBRF and administrative operations as needed, and $247,296 to fund the State Revolving Fund, will occur annually during and after the developer's reimbursement period, as shown in Table 3. Except for those activities identified in this Plan as eligible for reimbursement only with incremental local taxes, if EGLE elects not to participate in this Project, or declines to approve certain eligible activities for reimbursement with incremental state school taxes, the other taxing entities will contribute only that proportionate share of capture (the local taxes) and reimbursement that would be contributed if EGLE had approved capture of state school taxes.

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY

Developer will be responsible for financing the costs of eligible activities included in this Plan. Neither the WCBRA nor the City of Ann Arbor will advance any funds to finance the eligible activities. All Plan financing commitments and activities and the cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the WCBRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cumulative eligible costs limit described in this Plan, unless the Plan is further amended.

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

Not applicable.

E. DURATION OF BROWNFIELD PLAN

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: 1) reimbursement of all eligible costs, cumulatively not to exceed developer reimbursement of $3,298,995 or 2) 12 years. The proposed date for beginning tax capture is tax year 2024, unless said date is amended by action of the WCBRA. It is anticipated that the eligible expenses will be fully reimbursed, and the LBRF will be fully funded, within nine years after the first year of tax increment capture.

F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

Available incremental local and school operating tax revenues generated by the project will be captured by the WCBRA until all incurred eligible brownfield redevelopment costs and WCBRA administrative expenses are reimbursed, and the LBRF is funded, to the extent described in this Plan. The tax revenues available for capture by the WCBRA will be split between local and state sources. The proportion of local taxes versus school taxes available for capture is partly dependent on the proportion of condominiums owned as principal residences versus the proportion owned as second homes. In the revenue projections, this split is estimated at 50/50, but the actual proportions will be determined by future ownership. To the extent that a greater percentage of condominiums are owned as principal residences, the proportion of reimbursement from local tax increment revenue versus state school tax revenue will increase. Under a 50/50 split, approximately 71% of eligible activity costs will be reimbursed with local tax revenues and approximately 29% will be reimbursed with school operating tax revenues, based on the millage rates obtained from the City of Ann Arbor Treasurer's Office. The impact of the WCBRA incremental tax capture on local taxing jurisdictions is presented in Table 2 and Table 3 (Appendix B).

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY

The Property consists of approximately 0.2 acres of land. A topographic Property Location Map and scaled Eligible Property Map and legal descriptions for the three parcels are included in Appendix C. Incremental revenue generated by personal property is not anticipated to be a significant source of tax increment revenue; but to the extent available, will be captured for reimbursement of eligible activities.

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

No occupied residences are involved in the redevelopment, no persons reside on the Property, and no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. PLAN FOR RELOCATION OF DISPLACED PERSONS

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

J. PROVISIONS FOR RELOCATION COSTS

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

K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW

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

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF)

The Authority has established a Local Brownfield Revolving Fund (LBRF) in accordance with Act 381. Funds from the LBRF may be used, at the sole discretion of the Authority, to finance or reimburse eligible activities described in this Brownfield Plan or eligible activities subsequently approved, solely for LBRF funding, by administrative action of the Authority to be conducted on the eligible property described in this Brownfield Plan.

Up to approximately $893,842, minus any local tax increment revenues used for administrative operations of the Authority, as described in Section III.A., is projected to be deposited in the LBRF under this Plan through capture of tax increment revenues during the developer reimbursement period. The LBRF/administrative contribution will be funded by capture of 10% of the available cumulative incremental taxes in each year that the developer is reimbursed, and an amount equal to 15% of eligible activity costs in the Plan ($494,849) after developer reimbursement is complete. The LBRF funds will be used to support future redevelopment of brownfield sites within Washtenaw County.

M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

This brownfield redevelopment project is supported by the Downriver Community Conference's (DCC's) U.S. EPA Brownfield Assessment grant, which assisted in funding of the Phase II ESA summarized in Section I.C.

As noted in Section III.B, the proportion of local taxes versus school taxes available for capture is partly dependent on the proportion of condominiums owned as principal residences versus the proportion owned as second homes. In the revenue projections, this split is estimated at 50/50, but the actual proportions will be determined by future ownership. To the extent that a greater percentage of condominiums are owned as principal residences, the proportion of reimbursement from local tax increment revenue versus state school tax revenue will increase over what is projected in this Plan. In no event, however, shall Developer reimbursement exceed 12 years.

APPENDIX A
SUMMARY OF ELIGIBLE ACTIVITIES AND COSTS

TABLE 1.
Eligible Activities Table
312 and 314 Detroit Street and 303 North Fifth Street
Ann Arbor, Michigan
5/5/2023

TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST
ELIGIBLE ACTIVITIES						
BEA Activities						
Environmental Due Diligence[1]	Phase I ESA	$ 3,500	ea.	1	$ 3,500	$ 28,500
	Phase II ESA	$ 21,000	ea.	1	$ 21,000	
	BEA Report	$ 4,000	ea.	1	$ 4,000	
					BEA Activities Subtotal:	**$ 28,500**
Demolition and Hazardous Materials Activities						
Hazardous Materials	HazMat Assessment of existing structures	$ 8,000	ea.	2	$ 16,000	$ 46,000
	HazMat Abatement of two buildings and pavements	$ 15,000	ea.	2	$ 30,000	
Demolish Existing Structures	Remove and dispose two existing buildings, pavement/asphalt/slabs, and associated utilities	$ 50,000	ea.	2	$ 100,000	$ 100,000
					Demolition and Hazardous Materials Activities Subtotal:	**$ 146,000**
Due Care and Response Activities						
Due Care Response Activity Planning and Coordination	Design engineering and remediation plans for response activities.	$ 15,000	ea.	1	$ 15,000	$ 15,000
Documentation and Plans[1]	Plan for Due Care Compliance - Construction	$ 5,000	ea.	1	$ 5,000	$ 30,000
	Plan for Due Care Compliance - Future Use	$ 5,000	ea.	1	$ 5,000	
	Documentation of Due Care Compliance after construction	$ 15,000	ea.	1	$ 15,000	
	Site Specific Health and Safety Plan	$ 5,000	ea.	1	$ 5,000	
Site Security Fence	Install temporary perimeter fence for security and third-party protection, install warning signs	$ 24	l.f.	500	$ 12,000	$ 12,000
Small Triangular Parcel (314 Detroit Street) Removal of Abandoned USTs and Remediation of Contaminated Soil	UST Removal	$ 9,000	ea.	1	$ 9,000	$ 970,548
	UST Contents disposal	$ 100	ton	50	$ 5,000	
	Reporting	$ 10,000	ea.	1	$ 10,000	
	Soil disposal characterization	$ 500	ea.	3	$ 1,500	
	Shoring for excavation of soil (permanent soldier piles, lagging) - required for cleanup of contaminated soil	$ 4,617	lf	165	$ 761,772	
	Excavate contaminated soil to 16' in northern parcel	$ 61	ton	1,778	$ 108,276	
	Transport and dispose contaminated soil at a licensed Type II landfill.	$ 40	ton	1,778	$ 71,111	
	Acquire/place backfill to construction grade	$ 35	ton	111	$ 3,889	
303 N. Fifth Street and 312 Detroit Street Parcels Remediation of Contaminated Soil	Geotechnical assessment and design for remediation shoring	$ 28,000	ea.	1	$ 28,000	$ 829,933
	Shoring for excavation of soil (permanent soilder piles, lagging) - required for cleanup of contaminated soil	$ 1,850	lf	285	$ 527,250	
	Transport and dispose contaminated soil at a licensed Type II landfill.	$ 40	ton	6,511	$ 260,440	
	Acquire/place backfill to construction grade	$ 35	ton	407	$ 14,243	
Management of Dewatering Effluent	Rental of frac tank for on-site storage	$ 300	day	30	$ 9,000	$ 260,500
	Disposal characterization	$ 500	ea.	3	$ 1,500	
	Dispose nonhaz water at a licensed disposal facility.	$ 0.50	gal	500,000	$ 250,000	
Trackout and Dust Control	Disposal characterization	$ 500	ea.	1	$ 500	$ 9,800
	Dust suppression	$ 300	day	30	$ 9,000	
	Nonhazardous contaminated soil disposal - street sweeping	$ 30	ton	10	$ 300	
Project Field Monitoring and Management	Perform daily on-site inspection and monitoring of due care during response/earthwork	$ 1,500	day	45	$ 67,500	$ 97,500
	Project coordination and management	$ 30,000	ea.	1	$ 30,000	
					Due Care Hard Costs Subtotal	**$ 2,225,281**
Soft Costs for Due Care Activities	Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities	$ 1,681,816	ea.	5%	$ 84,091	$ 84,091
	Site Construction Management - planning, design, administrative, and management	$ 1,681,816	ea.	10%	$ 168,182	$ 168,182
	General Conditions - contractor's mobilization, demobilization, temp facility, temp access, erosion control, etc.	$ 1,681,816	ea.	10%	$ 168,182	$ 168,182
					Due Care Activities Soft Cost Subtotal	**$ 420,454**
					Due Care Activities Subtotal	**$ 2,645,735**
					Eligible Activities Subtotal	**$ 2,820,235**
Contingency						
Contingency	Contingency for eligible activities	$ 2,791,735	Eligible Activities	15%	$ 418,760	$ 418,760
					Contingency Subtotal	**$ 418,760**
Brownfield Plan and Work Plan[1]						
Preparation of Brownfield Plan	Brownfield Plan - City of Ann Arbor and WCBRA processes	$ 15,000	ea.	1	$ 15,000	$ 15,000
Preparation and review of Act 381 Work Plan	Act 381 Work Plan for Department Specific Activities	$ 15,000	ea.	1	$ 15,000	$ 15,000
Implementation of Act 381 Work Plan	Plan compliance; collecting, tracking and reporting cost and other data	$ 30,000	ea.	1	$ 30,000	$ 30,000
					Brownfield Plan and Work Plan Subtotal	**$ 60,000**
	TOTAL ELIGIBLE COSTS:					**$ 3,298,995**

Footnotes:
1. Not included in contingency calculation

APPENDIX B

SUMMARY OF TAX INCREMENT REVENUE (TIR) CAPTURE AND TIR REIMBURSEMENT ALLOCATION

SME

TABLE 3

Tax Increment Revenue Reimbursement Allocation Table

312 and 314 Detroit Street and 303 North Fifth Street

Ann Arbor, Michigan

5/11/2023

Estimated Taxable Value (TV) Increase Rate: 2% per year

		1	2	3	4	5	6	7	8	9	10	TOTAL
Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**TOTAL**
Calendar Year[1]		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Base Taxable Value[2]		$ 304,296	$ 304,296	$ 304,296	$ 304,296	$ 304,296	$ 304,296	$ 304,296	$ 304,296	$ 304,296	$ 304,296	
Estimated New TV[1]		$ 8,500,000	$ 8,670,000	$ 8,843,400	$ 9,020,268	$ 9,200,673	$ 9,384,686	$ 9,572,380	$ 9,763,828	$ 9,959,105	$ 10,158,287	
Estimated New TV (One Year Ramp Up)		$ 4,250,000	$ 8,670,000	$ 8,756,700	$ 8,844,267	$ 8,932,710	$ 9,022,037	$ 9,112,257	$ 9,203,380	$ 9,295,414	$ 9,388,368	
Non-Homestead Incremental Difference (New TV - Base TV)		**$ 1,972,852**	**$ 4,182,852**	**$ 4,226,202**	**$ 4,269,986**	**$ 4,314,207**	**$ 4,358,871**	**$ 4,403,981**	**$ 4,449,542**	**$ 4,495,559**	**$ 4,542,036**	
Homesteads Incremental Difference (New TV - Base TV)		**$ 1,972,852**	**$ 4,182,852**	**$ 4,226,202**	**$ 4,269,986**	**$ 4,314,207**	**$ 4,358,871**	**$ 4,403,981**	**$ 4,449,542**	**$ 4,495,559**	**$ 4,542,036**	
Total Incremental Difference (New TV - Base TV)		**$ 3,945,704**	**$ 8,365,704**	**$ 8,452,404**	**$ 8,539,971**	**$ 8,628,414**	**$ 8,717,741**	**$ 8,807,961**	**$ 8,899,084**	**$ 8,991,118**	**$ 9,084,072**	
School Capture[3]	Millage Rate											
State Education Tax (SET)	6.0000	$ 23,674	$ 50,194	$ 50,714	$ 51,240	$ 51,770	$ 52,306	$ 52,848	$ 53,395	$ 53,947	$ 54,504	$ 494,592
School Operating Tax	18.0000	$ 35,511	$ 75,291	$ 76,072	$ 76,860	$ 77,656	$ 78,460	$ 79,272	$ 80,092	$ 80,920	$ 81,757	$ 741,891
School Total	**24.0000**	**$ 59,185**	**$ 125,485**	**$ 126,786**	**$ 128,100**	**$ 129,426**	**$ 130,766**	**$ 132,120**	**$ 133,487**	**$ 134,867**	**$ 136,261**	**$ 1,236,483**
Local Capture[4]	Millage Rate											
County General Operating	4.3780	$ 17,274	$ 36,625	$ 37,005	$ 37,388	$ 37,775	$ 38,166	$ 38,561	$ 38,960	$ 39,363	$ 39,770	$ 360,887
County Parks	0.7020	$ 2,770	$ 5,873	$ 5,934	$ 5,995	$ 6,057	$ 6,120	$ 6,183	$ 6,247	$ 6,312	$ 6,377	$ 57,868
EECS County	0.1930	$ 762	$ 1,615	$ 1,631	$ 1,648	$ 1,665	$ 1,683	$ 1,700	$ 1,718	$ 1,735	$ 1,753	$ 15,910
HCMA	0.2104	$ 830	$ 1,760	$ 1,778	$ 1,797	$ 1,815	$ 1,834	$ 1,853	$ 1,872	$ 1,892	$ 1,911	$ 17,342
Vet Relief	0.0970	$ 383	$ 811	$ 820	$ 828	$ 837	$ 846	$ 854	$ 863	$ 872	$ 881	$ 7,995
Roads	0.5000	$ 1,973	$ 4,183	$ 4,226	$ 4,270	$ 4,314	$ 4,359	$ 4,404	$ 4,450	$ 4,496	$ 4,542	$ 41,217
County Public Safety and Mental Health	0.9791	$ 3,863	$ 8,191	$ 8,276	$ 8,361	$ 8,448	$ 8,536	$ 8,624	$ 8,713	$ 8,803	$ 8,894	$ 80,709
Conservation	0.0200	$ 79	$ 167	$ 169	$ 171	$ 173	$ 174	$ 176	$ 178	$ 180	$ 182	$ 1,649
City General Operating	5.8359	$ 23,027	$ 48,821	$ 49,327	$ 49,838	$ 50,355	$ 50,876	$ 51,402	$ 51,934	$ 52,471	$ 53,014	$ 481,065
Employee Benefits	1.9452	$ 7,675	$ 16,273	$ 16,442	$ 16,612	$ 16,784	$ 16,958	$ 17,133	$ 17,310	$ 17,490	$ 17,670	$ 160,347
Refuse Collection	2.3339	$ 9,209	$ 19,525	$ 19,727	$ 19,931	$ 20,138	$ 20,346	$ 20,557	$ 20,770	$ 20,984	$ 21,201	$ 192,388
Street Repairs	2.0289	$ 8,005	$ 16,973	$ 17,149	$ 17,327	$ 17,506	$ 17,687	$ 17,870	$ 18,055	$ 18,242	$ 18,431	$ 167,245
Parks Maintenance & Repairs	1.0805	$ 4,263	$ 9,039	$ 9,133	$ 9,227	$ 9,323	$ 9,420	$ 9,517	$ 9,615	$ 9,715	$ 9,815	$ 89,067
Parks Acquisition	0.4519	$ 1,783	$ 3,780	$ 3,820	$ 3,859	$ 3,899	$ 3,940	$ 3,980	$ 4,021	$ 4,063	$ 4,105	$ 37,250
Public Library	1.8333	$ 7,234	$ 15,337	$ 15,496	$ 15,656	$ 15,818	$ 15,982	$ 16,148	$ 16,315	$ 16,483	$ 16,654	$ 151,123
Sidewalks	0.2000	$ 789	$ 1,673	$ 1,690	$ 1,708	$ 1,726	$ 1,744	$ 1,762	$ 1,780	$ 1,798	$ 1,817	$ 16,487
Affordable Housing	1.0000	$ 3,946	$ 8,366	$ 8,452	$ 8,540	$ 8,628	$ 8,718	$ 8,808	$ 8,899	$ 8,991	$ 9,084	$ 82,432
AAPS Voted Sinking Fund	2.4259	$ 9,572	$ 20,294	$ 20,505	$ 20,717	$ 20,932	$ 21,148	$ 21,367	$ 21,588	$ 21,812	$ 22,037	$ 199,972
AAATA City	1.9452	$ 7,675	$ 16,273	$ 16,442	$ 16,612	$ 16,784	$ 16,958	$ 17,133	$ 17,310	$ 17,490	$ 17,670	$ 160,347
AAATA County	0.6862	$ 2,708	$ 5,741	$ 5,800	$ 5,860	$ 5,921	$ 5,982	$ 6,044	$ 6,107	$ 6,170	$ 6,233	$ 56,566
WISD Operating	0.0943	$ 372	$ 789	$ 797	$ 805	$ 814	$ 822	$ 831	$ 839	$ 848	$ 857	$ 7,774
WISD Special Education	5.1774	$ 20,428	$ 43,313	$ 43,761	$ 44,215	$ 44,673	$ 45,135	$ 45,602	$ 46,074	$ 46,551	$ 47,032	$ 426,784
AAPS Supplemental	1.8393	$ 7,257	$ 15,387	$ 15,547	$ 15,708	$ 15,870	$ 16,035	$ 16,200	$ 16,368	$ 16,537	$ 16,708	$ 151,617
Community College Operating	3.3759	$ 13,320	$ 28,242	$ 28,534	$ 28,830	$ 29,129	$ 29,430	$ 29,735	$ 30,042	$ 30,353	$ 30,667	$ 278,282
Local Total	**39.3333**	**$ 155,197**	**$ 329,051**	**$ 332,461**	**$ 335,903**	**$ 339,384**	**$ 342,899**	**$ 346,444**	**$ 350,028**	**$ 353,651**	**$ 357,305**	**$ 3,242,323**
Non-Capturable Millages	Millage Rate											
AAPS Debt Service	4.1000	$ 16,177	$ 34,299	$ 34,655	$ 35,014	$ 35,376	$ 35,743	$ 36,113	$ 36,486	$ 36,864	$ 37,245	$ 337,972
WISD Debt Service	0.3700	$ 1,460	$ 3,095	$ 3,127	$ 3,160	$ 3,193	$ 3,226	$ 3,259	$ 3,293	$ 3,327	$ 3,361	$ 30,501
Total Non-Capturable Taxes	**4.4700**	**$ 17,637**	**$ 37,394**	**$ 37,782**	**$ 38,174**	**$ 38,569**	**$ 38,969**	**$ 39,372**	**$ 39,779**	**$ 40,191**	**$ 40,606**	**$ 368,473**
Total Tax Increment Revenue (TIR) Available for Capture		**$ 214,382**	**$ 454,536**	**$ 459,247**	**$ 464,003**	**$ 468,810**	**$ 473,665**	**$ 478,564**	**$ 483,515**	**$ 488,518**	**$ 493,566**	**$ 4,478,806**

Footnotes:

1. Assumes construction will be 50% complete in 2022 with a 50% tax capture in 2023 and the first full tax capture occuring in 2024. A 1% inflation rate on the taxable value is assumed for the years following.
2. Base taxable value obtained from Tax Year 2021 General Information available on Property Summary Sheets on file with City of Ann Arbor.

TABLE 3.
Tax Increment Revenue Reimbursement Allocation Table
312 and 314 Detroit Street and 303 North Fifth Street
Ann Arbor, Michigan
7/21/2023

	Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
	State	**22.93%**	$ 756,401	$ -	**$ 756,401**
27.61%	**Local**	**77.07%**	$ 2,542,594	$ -	**$ 2,542,594**
	TOTAL		**$ 3,298,995**	**$ -**	**$ 3,298,995**
	EGLE	**100.0%**	$ 3,298,995	$ -	**$ 3,298,995**
	MSF	**0.0%**	$ -	$ -	**$ -**

Estimated Capture		
State Revolving Fund	$	247,296
LBRF/Admin	$	893,842
Estimated Total Years of Plan:		10

Plan Year		1	2	3	4	5	6	7	8	9	10	TOTAL
Calendar Year[1]		2023	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Total State Incremental Revenue		$ 59,185	$ 125,485	$ 126,786	$ 128,100	$ 129,426	$ 130,766	$ 132,120	$ 133,487	$ 134,867	$ 136,261	$ 1,236,483
State Brownfield Revolving Fund (50% of SET)		$ 11,837	$ 25,097	$ 25,357	$ 25,620	$ 25,885	$ 26,153	$ 26,424	$ 26,698	$ 26,974	$ 27,252	$ 247,296
State TIR Available for Reimbursement / LBRF		**$ 47,348**	**$ 100,388**	**$ 101,429**	**$ 102,480**	**$ 103,541**	**$ 104,613**	**$ 105,696**	**$ 106,790**	**$ 107,894**	**$ 109,009**	**$ 989,188**
Total Local Incremental Revenue		$ 155,197	$ 329,051	$ 332,461	$ 335,903	$ 339,384	$ 342,899	$ 346,444	$ 350,028	$ 353,651	$ 357,305	$ 3,242,323
Local TIR Available for Reimbursement / LBRF		**$ 155,197**	**$ 329,051**	**$ 332,461**	**$ 335,903**	**$ 339,384**	**$ 342,899**	**$ 346,444**	**$ 350,028**	**$ 353,651**	**$ 357,305**	**$ 3,242,323**
Total State & Local TIR Available for Reimbursement[2]		**$ 202,545**	**$ 429,439**	**$ 433,890**	**$ 438,383**	**$ 442,925**	**$ 447,512**	**$ 452,140**	**$ 456,818**	**$ 461,545**	**$ 466,314**	**$ 4,231,511**
	Beginning Balance											
Detroit Street Redevelopment	***$ 3,298,995***	***$ 3,117,889***	***$ 2,733,904***	***$ 2,345,939***	***$ 1,953,956***	***$ 1,557,912***	***$ 1,157,767***	***$ 753,483***	***$ 345,017***	***$ -***	***$ -***	
EGLE Environmental Costs	*$ 3,298,995*	*$ 181,106*	*$ 383,985*	*$ 387,965*	*$ 391,983*	*$ 396,044*	*$ 400,145*	*$ 404,284*	*$ 408,466*	*$ 345,017*	*$ -*	*$ 3,298,995*
State Tax Reimbursement	$ 942,854	$ 41,429	$ 87,839	$ 88,750	$ 89,670	$ 90,598	$ 91,536	$ 92,484	$ 93,441	$ 80,654		$ 756,401
Local Tax Reimbursement	$ 2,356,141	$ 139,677	$ 296,146	$ 299,215	$ 302,313	$ 305,446	$ 308,609	$ 311,800	$ 315,025	$ 264,363		$ 2,542,594
Total EGLE Reimbursement Balance		*$ 3,117,889*	*$ 2,733,904*	*$ 2,345,939*	*$ 1,953,956*	*$ 1,557,912*	*$ 1,157,767*	*$ 753,483*	*$ 345,017*	*$ -*	*$ -*	*$ -*
Total Annual Developer Reimbursement	**$ 3,298,995**	***$ 181,106***	***$ 383,985***	***$ 387,965***	***$ 391,983***	***$ 396,044***	***$ 400,145***	***$ 404,284***	***$ 408,466***	***$ 345,017***	***$ -***	***$ 3,298,995***
LBRF/ADMIN & OPERATING												
LBRF/Admin Deposits		**$ 21,439**	**$ 45,454**	**$ 45,925**	**$ 46,400**	**$ 46,881**	**$ 47,367**	**$ 47,856**	**$ 48,352**	**$ 116,528**	**$ 427,640**	**$ 893,842**
State Tax Capture	*10%*	*$ 5,919*	*$ 12,549*	*$ 12,679*	*$ 12,810*	*$ 12,943*	*$ 13,077*	*$ 13,212*	*$ 13,349*	*$ 27,240*	*$ 99,968*	*$ 223,747*
Local Tax Capture	*10%*	*$ 15,520*	*$ 32,905*	*$ 33,246*	*$ 33,590*	*$ 33,938*	*$ 34,290*	*$ 34,644*	*$ 35,003*	*$ 89,288*	*$ 327,672*	*$ 670,095*

APPENDIX C

SITE MAPS LEGAL DESCRIPTIONS DESCRIBED IN SECTION III(G) OF THIS PLAN

ABBREVIATED LEGAL DESCRIPTIONS

303 NORTH FIFTH AVENUE

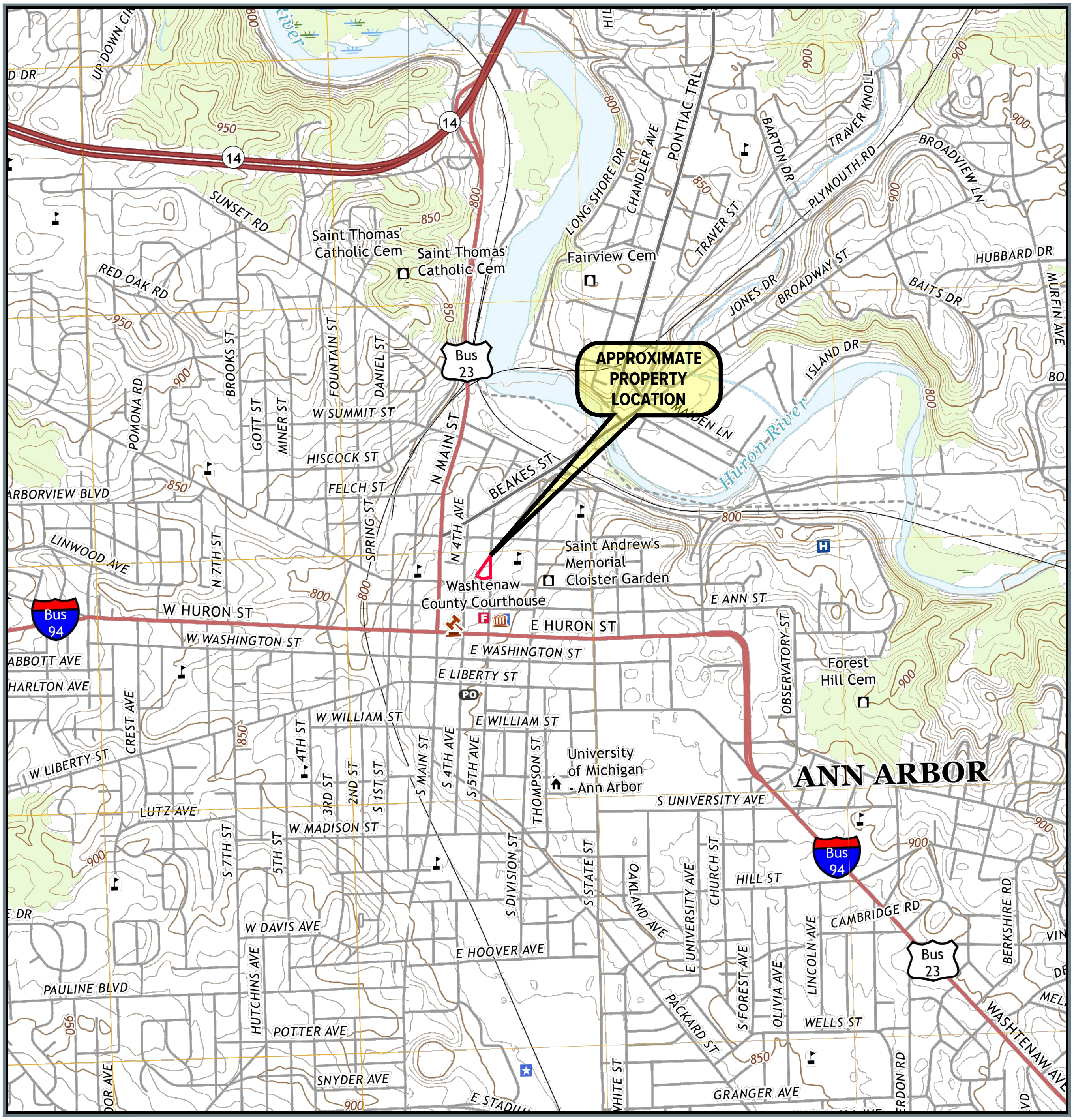
LOT 79 ASSESSORS PLAT NO. 29

312 DETROIT STREET

LOT 80 ASSESSORS PLAT NO. 29

314 DETROIT STREET

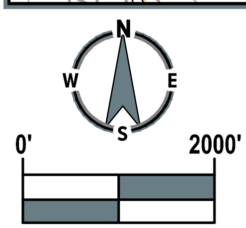
LOT 81 ASSESSORS PLAT NO. 29



Base map obtained from USGS Store

USGS QUADRANGLE(s) REFERENCED

ANN ARBOR EAST (MI) 2019
ANN ARBOR WEST (MI) 2019



SCALE: 1" = 2000'

No.	Revision Date		
		Date	08/03/2021
		Drawn By	MNR
		Designed By	PAG
		Scale	1" = 2000'
		Project	086802.00.002

PROPERTY LOCATION MAP
312 & 314 DETROIT STREET
AND NORTH 303 FIFTH STREET,
ANN ARBOR, MI 48104

SME
www.sme-usa.com

Figure No. 1

Aug 03, 2021 - 1:39pm - matt.nowakrochford\\Sme-inc\pz\WIP\086802.00\CAD\Design Files\ENV\Rev0\086802.00-PFSB.dwg

LEGEND

APPROXIMATE PROPERTY BOUNDARY

① 303 NORTH FIFTH STREET
09-09-29-124-003

② 312 DETROIT STREET
09-09-29-124-002

③ 314 DETROIT STREET
09-09-29-124-001

NOTE:
DRAWING INFORMATION TAKEN FROM GOOGLE EARTH PRO WITH IMAGE DATE 6/6/2019 AND SITE RECONNAISSANCE.

0' 60' 120'

GRAPHIC SCALE: 1" = 60'

N W E S

No.	Revision Date		
		Date	11/23/2021
		Drawn By	MNR
		Designed By	PAG
		Scale	AS SHOWN
		Project	086802.00.003

ELIGIBLE PROPERTY MAP
312 & 314 DETROIT STREET
AND 303 NORTH FIFTH STREET
ANN ARBOR, MICHIGAN

SME

www.sme-usa.com

Figure No. 2

Dec 07, 2021 - 5:27am - matt.nowakrochf\\Sme-inc\pz\WIP\086802.00\CAD\Design Files\ENV\Rev1\086802.00-PFSB.dwg

APPENDIX D
PROJECT CONCEPTUAL DRAWINGS

SITE SIZE: 9879.0 SF

FL	GROSS SF	NET SF
0.	8093.9	BELOW GRADE PARKING & ACCESS AREAS. (NOT INCLUDED IN FAR)
	335/FL.	SHAFT AREA: STAIRWELLS & ELEVATOR NOT INCLUDED IN FAR.
		LEED Gold Certification, with a minimum of 6 points in Energy & Atmosphere Credits No. 1 and 2: 150% of Lot Area.
	5,153/FL.	PREMIUM PARKING NOT INCLUDED IN FAR.
1.	2681	1888
2.	7273	6337
3.	7667	6867
4.	7466	6693
5.	7466	6679
	30,276	28,464 SALEABLE AREA = 88.1% eff

200% ALLOWABLE FAR = 9879.0SF (LOT AREA) X 2 = 19,758.0 SF.
150% LEED GOLD INCREASE FAR = 9879.0 SF (LOT AREA) X 1.5 = 14,818.5 SF.
TOTAL FAR = 9,879SF (LOT AREA) X 3.5 = 34,576.5 SF.

30,762 / 9879.0 = 306.0% (PROPOSED BUILDING AREA FAR)

30,762 GROSS AREA -19,758 FAR ALLOWED = 11,000/1000 = 11 PARKING SPACES REQUIRED

FAR Area Calculation	
Gross Sf:	7,901.0
Vertical Circ+Comm:	767.0
Parking exempt	5,335.0
Far Area:	2,199.0

1 C1.0 Street Level
Scale: 1/8" = 1'-0"

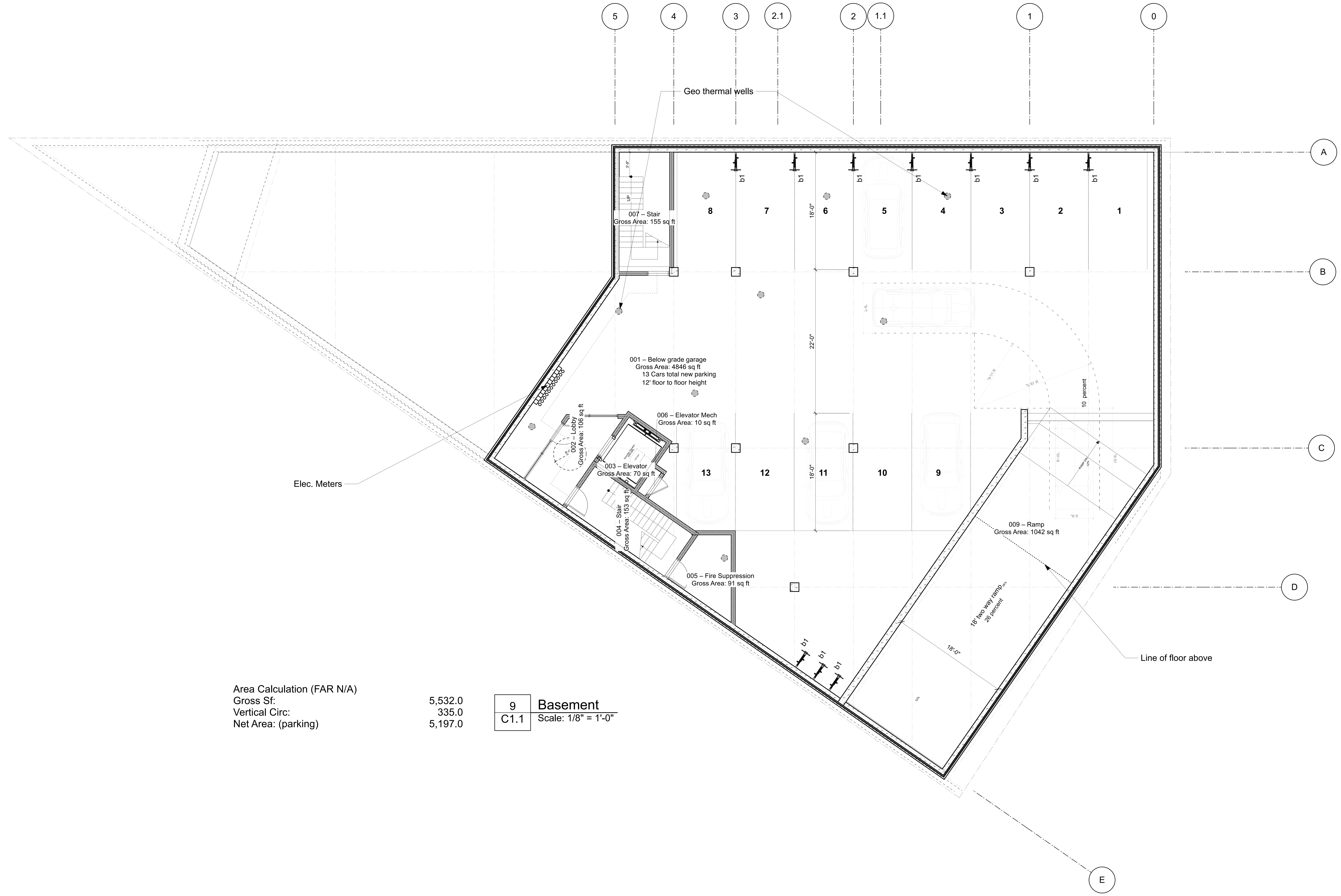
Aveage Grade 831.34'

RUETER ASSOCIATES
ARCHITECTS
515 Fifth Street, Ann Arbor, Michigan 48103
phone: (734) 769-0070, fax: (734) 769-0167

330 Detroit St L.L.C.
2723 South State St. Stu 250, Ann Arbor Michigan 48104

Conceptual Plans - Street level

Sheet No. C1.0



Area Calculation (FAR N/A)

Gross Sf:	5,532.0
Vertical Circ:	335.0
Net Area: (parking)	5,197.0

9 / C1.1 **Basement**
Scale: 1/8" = 1'-0"

PRELIMINARY

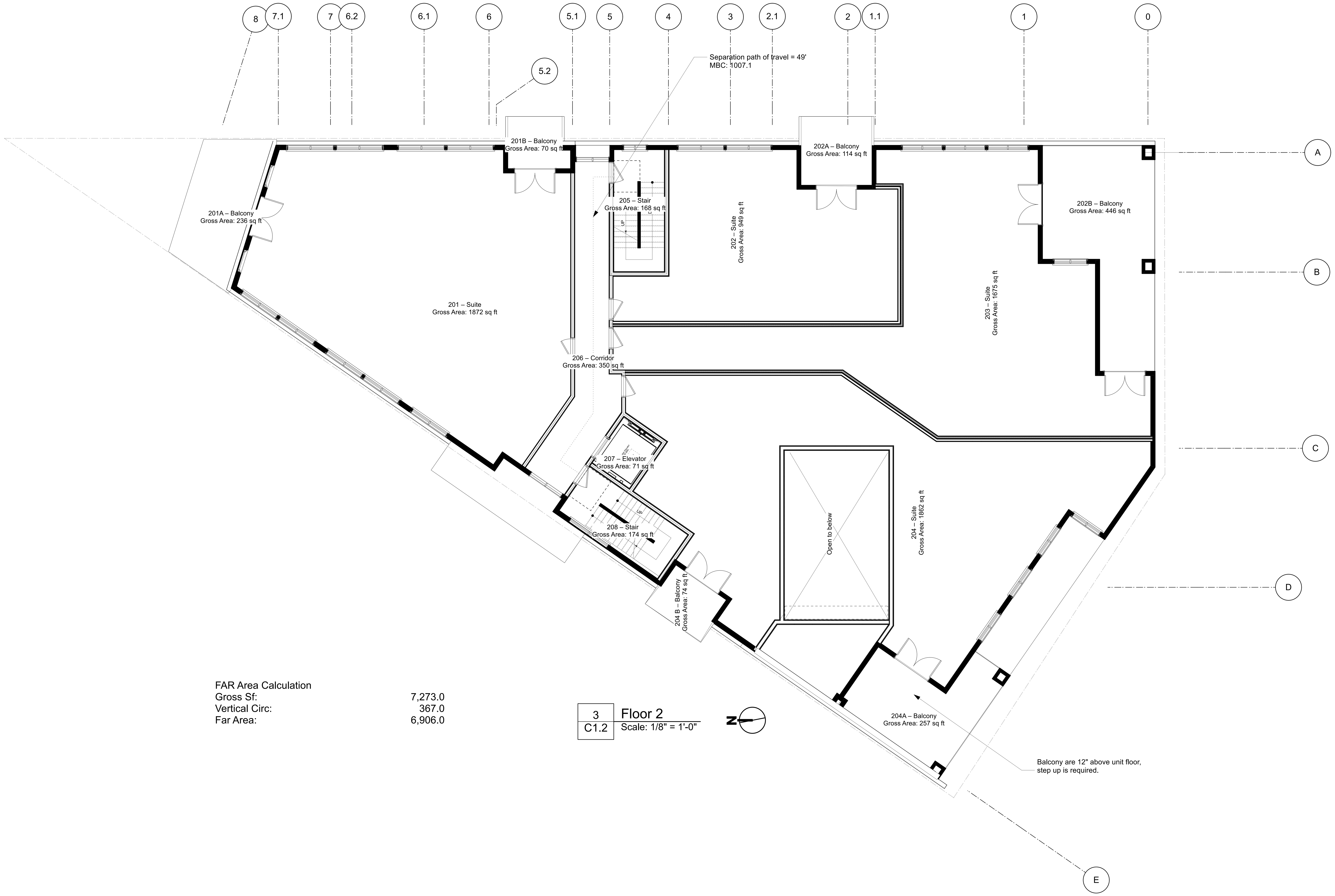
RUETER ASSOCIATES
ARCHITECTS
515 Fifth Street, Ann Arbor, Michigan 48103
phone: (734) 769-0070, fax: (734) 769-0167
www.mavd.com
734.930.6700

330 Detroit St L.L.C.
2723 South State St. Stu 250, Ann Arbor Michigan 48104
Project Date: xx.xx.20 Project ID: RAA: 20-010

Conceptual Plans - Basement

Drawn By: JS
Checked By: JS
Issued date: 9/3/21
Revision date:
Permit/Bidding date:

Sheet No.
C1.1



FAR Area Calculation

Gross Sf:	7,273.0
Vertical Circ:	367.0
Far Area:	6,906.0

3
C1.2
Floor 2
Scale: 1/8" = 1'-0"

PRELIMINARY

■ RUETER ASSOCIATES ■
A R C H I T E C T S
515 Fifth Street, Ann Arbor, Michigan 48103
phone: (734) 769-0070, fax: (734) 769-0167

www.mavd.com
734.930.6700

330 Detroit St L.L.C.
2723 South State St. Stu 250, Ann Arbor Michigan 48104
Project Date: xx.xx.20 Project ID RAA: 20-010

Conceptual Plans - Floor 2

Drawn By: JS
Checked By: JS
Issued date: 9/3/21
Revision date:
Permit/Bidding date:

Sheet No.
C1.2

3 C1.10 Cross Section
Scale: 3/32" = 1'-0"

2 C1.10 Cross Section
Scale: 3/32" = 1'-0"

1 C1.10 Lonitudinal Section
Scale: 1/8" = 1'-0"

PRELIMINARY

RUETER ASSOCIATES
ARCHITECTS
515 Fifth Street, Ann Arbor, Michigan 48103
phone: (734) 769-0070, fax: (734) 769-0167

www.mavd.com
734.930.6700

330 Detroit St L.L.C.
2723 South State St. Stu 250, Ann Arbor Michigan 48104
Project Date: xx.xx.20 Project ID: RAA: 20-010

Sections

Drawn By: JS
Checked By: JS
Issued date: 9/3/21
Revision date:
Permit/Bidding date:

Sheet No.
C1.10

Table 1. Reimbursement Request Review
600 North Maple LLC Brownfield Plan
Property Located At: 600 North Maple Road - Saline Michigan
Project: Maple Oaks Redevelopment
Reimbursement Request Date: August 31 2023
Reimbursement Requested By: 600 North Maple, LLC

Date of Brownfield Plan Approval: May, 2021
Date of Reimbursement Agreement: August 12th, 2021
Interlocal Agreement Approved: July 27th, 2021

																	To Be Completed by Reviewer				
Date of Request	Payee	Description of Work	Date of Invoice	Invoice Reference Number	Other Reference Number	Invoice Attachment No.	Cancelled Check?	Check No.	Check Date	Check Attachment No.	Signed Affidavit or Waiver of Lien? Provide Description	Waiver Date	Total Invoice Amount	2021 Request for Reimbursement	2022 Request for Reimbursement	2023 Request for Reimbursement	Potentially Eligible - Additional Information Needed	Ineligible Amount	Total 2022 Amount Recommended For Approval from TIF	Total Amount Recommended For Approval from Grant	Total Amount Recommended For Approval from Loan
Task 1 - Pre-Approved Activities													$31,742.00	$31,742.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	1001 Phase I ESA												$3,900.00	$3,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10/1/21	Applied Environmental	Phase I - South Parcel	7/14/16	4196			Yes	160820	8/22/16	See Applied Env Attachment	Yes	10.8.21	$1,950.00	$1,950.00	$0.00	$0.00					
10/1/21	Applied Environmental	Phase I - North Parcel	3/17/21	6366			Yes	3562	8/26/21	See Applied Env Attachment	Yes	10.8.21	$1,950.00	$1,950.00	$0.00	$0.00					
	1002 Phase II ESA												$12,661.00	$12,661.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10/1/21	Applied Environmental	Phase II - South Parcel	7/14/16	4197			Yes	160826/160913/161012/161013	8/26/16	See Applied Env Attachment	Yes	10.8.21	$12,661.00	$12,661.00							
	1003 Supplemental Phase II ESA												$15,181.00	$15,181.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10/1/21	Applied Environmental	Phase II - North Parcel	4/1/21	6418			Yes	3562	8/26/21	See Applied Env Attachment	Yes	10.8.21	$12,301.00	$12,301.00							
10/1/21	Jamieson Development Consulting	Due Care evaluation and Planning for Supplemental Phase II ESA	3/12/21	202105			Yes	3561	8/26/21	See Jamieson Attachment	yes	10.8.21	$2,160.00	$2,160.00							
10/1/21	Jamieson Development Consulting	Due Care evaluation and Planning for Supplemental Phase II ESA	4/14/21	202116			Yes	3561	8/26/21	See Jamieson Attachment	Yes	10.8.21	$720.00	$720.00							
	1004 Baseline Environmental Ass.												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 2 - Due Care Activities North Parcel													$31,728.44	$0.00	$0.00	$25,762.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2001 Engineering, surveying, staking												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2002 Due Care Planning Evaluation of current conditions/lab analysis												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2003 Due Care Plans - onsite construction management due care plan												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2004 Due Care Plan Post-Construction												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2005 Direct contact/demarcation barrier under landscaped areas												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2006 stabilization of berm												$25,762.00	$0.00	$0.00	$25,762.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Underwood Nursery	Stabilization of Berm	6/10/22	551262			Yes	3833	10/21/22				$10,000.00		$0.00	$10,000.00					
	Underwood Nursery	Stabilization of Berm	6/10/22	551262			Yes	3856	3/28/23				$7,500.00		$0.00	$7,500.00					
	Underwood Nursery	Stabilization of Berm	6/10/22	551262			Pending	3867	8/22/23				$8,262.00		$0.00	$8,262.00					
	2007 Health and Safety Plan												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2008 Soil Management - Excavation/trasport/disposal (if off site transpor is necessary ($35/ton) mercury - North Parcel	removal of roughly 1481 cy/$35/cy											$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2009 Backfill and compaction stone/class II sand												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2010 Temporary Site Control												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2011 Temporary Access and/or Roads - installed to access contamination												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2012 Temporary Erosion control - silt fencing and decon/street cleaning												$2,925.00	$0.00	$0.00	$2,925.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Three Oaks Properties	Installed Silt Fence	8/23/23				Pending	3868	8/22/23				$1,300.00		$0.00	$1,300.00					
	Three Oaks Properties	Seed/Straw	8/23/23				Pending	3868	8/22/23				$975.00		$0.00	$975.00					
	Three Oaks Properties	Repaired Silt Fence	8/23/23				Pending	3868	8/22/23				$650.00		$0.00	$650.00					
	2013 Verification Lab Analysis (if necessary)												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2014 Environmental Project Management During Due Care Activities												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	2015 On Site Field Management												$3,041.44	$0.00	$0.00	$3,041.44	$0.00	$0.00	$0.00	$0.00	$0.00
	Ojibway Development	Project Management/Supervison	8/23/23				Pending	3869	8/22/23				$2,931.20		$0.00	$2,931.20					
	Three Oaks Communities	Admin of Submittal of 2023 Costs	8/23/23				N/A	N/A	N/A				$110.24		$0.00	$110.24					
	2016 Contingency												$0.00	$0.00	$0.00	$0.00					
Task 3 - Demolition													$120,075.00	$0.00	$108,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	4001 Engineering, surveying, staking												$24,075.00	$0.00	$12,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/16/22	Greentech	Engineering	11/20/17	3645 ($4800 for demo share of engineering costs shown as paid on this invoice)			Yes	169785	1/31/17	See Greentech Attachment	Waiver	10.13.17	$8,025.00	$0.00	$4,800.00	$0.00					
9/16/22	Greentech	Surveying	1/16/17	3645 ($6500 for demo share of survey and engineering costs shown as paid on this invoice)			Yes	214402 & 524549	8/26/16 & 7/25/16	See Greentech Attachment	Waiver	10.13.17	$8,025.00	$0.00	$6,500.00	$0.00					
9/16/22	Greentech	Staking	11/20/17	3645 ($1500 for demo staking shown as part of this invoice)			Yes	2005	11/27/17	See Greentech Attachment	Waiver	10.13.17	$8,025.00	$0.00	$1,500.00	$0.00					
	4002 Site Demolition - removal of blighted considtions that includes sub-base for roads, parking lots and abandoned utilities												$40,500.00	$0.00	$40,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/16/22	S-Con Companies	Demolition	11/30/17	N/A			Yes	2003	12/6/17	See S-Con Attachment	Waiver	12.5.17	$40,500.00	$0.00	$40,500.00	$0.00					
	4003 Site Demolition backfill												$34,500.00	$0.00	$34,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/16/22	S-Con Companies	Demolition Backfill	11/30/17	N/A			Yes	2003	12/6/17	See S-Con Attachment	Waiver	12.5.17	$34,500.00	$0.00	$34,500.00	$0.00					
	4004 Demolition - Dust Control												$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/16/22	S-Con Companies	Dust Control	11/30/17	N/A			Yes	2003	12/6/17	See S-Con Attachment	Waiver	12.5.17	$1,000.00	$0.00	$1,000.00	$0.00					
	4005 Supervision and Management												$20,000.00	$0.00	$20,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/16/22	Ojibway Development	Project Supervision/Management	10/31/17	N/A			Yes	1029	10/12/17	See Ojibway Attachment	Waiver	4.24.18	$5,000.00	$0.00	$5,000.00	$0.00					
9/16/22	Ojibway Development	Project Supervision/Management	11/30/17	N/A			Yes	2028	2/21/18	See Ojibway Attachment	Waiver	4.24.18	$5,000.00	$0.00	$5,000.00	$0.00					
9/16/22	Ojibway Development	Project Supervision/Management	12/31/17	N/A			Yes	2039	3/27/18	See Ojibway Attachment	Waiver	4.24.18	$5,000.00	$0.00	$5,000.00	$0.00					
9/16/22	Ojibway Development	Project Supervision/Management	1/31/18	N/A			Yes	2042	4/24/18	See Ojibway Attachment	Waiver	4.24.18	$5,000.00	$0.00	$5,000.00	$0.00					
Task 5 - Brownfield Plan, 381 Work Plan and Soft Costs													$10,800.00	$10,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	5001 Brownfield Plan												$10,800.00	$10,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10/1/21	Jamieson Development Consulting	Brownfield Plan	3/12/21	202105			Yes	3561	8/26/21	See Jamieson Attachment	Yes	10.8.21	$6,300.00	$6,300.00	$0.00	$0.00					
10/1/21	Jamieson Development Consulting	Brownfield Plan	4/14/21	202116			Yes	3561	8/26/21	See Jamieson Attachment	Yes	10.8.21	$4,500.00	$4,500.00	$0.00	$0.00					
	5002 Act 381 Work Plan or local Work Plan												$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 6- Soft costs related to management of Brownfield Administration and Legal													$28,127.06	$25,725.50	$2,401.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	6001 Consulting and Support/ Administration related to QA/QC on submittal of EA costs for Reimbursement												$15,541.56	$13,140.00	$2,401.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10/1/21	Jamieson Development Consulting	Consulting Services	10/21/20	202017			Yes	3145	9/30/20	See Jamieson Attachment	Yes	10.8.21	$1,000.00	$1,000.00	$0.00	$0.00	retainer applied to Invoice 20217				
10/1/21	Jamieson Development Consulting	Consulting Services	10/21/20	202017			Yes	3145	9/30/20	See Jamieson Attachment	Yes	10.8.21	$4,760.00	$4,760.00	$0.00	$0.00					
10/1/21	Jamieson Development Consulting	Brownfield Planning and consulting	12/4/20	202019			Yes	3270	12/11/20	See Jamieson Attachment	Yes	10.8.21	$3,600.00	$3,600.00	$0.00	$0.00					
10/1/21	Jamieson Development Consulting	Reimbursment Agreement and soft costs	5/26/202	202116			Yes	0	1/0/00	See Jamieson Attachment	Yes	10.8.21	$2,340.00	$2,340.00	$0.00	$0.00					
10/1/21	Jamieson Development Consulting	Reimbursement Agreement and associated meetings	7/26/21	202125			Yes	3561	8/26/21	See Jamieson Attachment	yes	10.8.21	$1,440.00	$1,440.00	$0.00	$0.00					
9/16/22	Jamieson Development Consulting	Meetings with WCBRA Staff and Board	11/1/21	202126			Yes	363428 & 362929	8/8/22 & 8/1/22	See Jamieson Attachment	yes	8.12.22	$2,070.00	$0.00	$2,070.00	$0.00					
9/16/22	Three Oaks Communities	Admin for Submittal of Costs for 2021 Reimbursement											$189.46	$0.00	$189.46	$0.00					
9/16/22	Three Oaks Communities	Admin for Submittal of Costs for 2022 Reimbursement											$142.10	$0.00	$142.10	$0.00					
	6002 Legal Services - review of environmental reports/compliance and preparation and review of Reimbursement Agreement												$12,585.50	$12,585.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10/1/21	Warness Norcoss Judd	Legal Services	2/15/21	2225047			Yes	3532 & 3563	7/22/21 & 8/26/21	See Warner Norcross Attachment	Yes	10.8.21	$6,085.50	$6,085.50	$0.00	$0.00					
10/1/21	Warness Norcoss Judd	Legal Services	5/18/21	22384444			yes	3532 & 3563	7/22/21 & 8/26/21	See Warner Norcross Attachment	Yes	10.8.21	$6,500.00	$6,500.00	$0.00	$0.00					
Total Above														$68,267.50	$111,201.56	$31,728.44	$ -	$ -	$ 111,201.56	$ -	$ -
													2021 Reimbursement	(49,963.19)							
													Carryover to 2022	$ 18,304.31							
															$56,801.56	$31,728.44					

TASK II – 2006

Stabilization of Berm

Invoices and Checks

Revised w/o Fees to County

All Cancelled Checks Included

Underwood Nursery LLC
(517) 265-2481
http://www.underwoodsnursery.com

Customer # 43396
Invoice # 551262
bill@three-oaks.com

Service Address
Maple Oaks Manors
Maple Oaks Ct
Saline, MI 48176

EXCAVATION $28,496.00

HOA EXP:

SOD #12	$ 500.00
Norway Spruce	$ 1,400.00
Labor 12 HRS @ 60	720.00
TAX on materials	114.00
	$ 2,734.00
600 North EXP.	$ 25,762.00
TOTAL	$ 28,496.00

REMARKS/RECOMMENDATIONS:

See Attachment - For Breakdown

TIME:

DATE: June 10, 2022

TECHNICIAN: BRIAN FORD

Today's Invoice Charge 28,496.00

Invoice Total 28,496.00

Please Remit $28,496.00

YOU CAN NOW PAY ONLINE AT www.underwoodsnursery.comPlease pay within 10 days. Net 30 days 2% thereafter.

Attention - Our services continue from year to year until you call or notify us in writing

PLEASE RETURN THIS PORTION WITH PAYMENT TO ENSURE PROPER CREDIT. THANK YOU

Underwood Nursery LLC
4373 N Adrian Hwy
Adrian, MI 49221

AMOUNT	CHECK NO.

Charge My: ☐ ☐ ☐ ☐ Exp: _/_
Card #:
Signature: Security Code:

Billing Address

Maple Oaks Communities

PO Box 8307
Ann ARBOR, MI 48105

Today's Invoice Charge 28,496.00

Invoice Total 28,496.00

Please Remit $28,496.00

SEND PAYMENT TO:

Underwood Nursery LLC
4373 N Adrian Hwy
Adrian, MI 49221

Attention - Our services continue from year to year until you call or notify us in writing

Customer # 43396
Invoice # 551262

Date	Start Time	Lunch	Finish	# on Crew	Hours	Total Hrs.
5/27/2022						
Dozer D4	8:30	0.75	5:00	1	7.75	7.75
Excavator	10:30	0.75	5:00	1	5.75	5.75
Trucking	10:30	0.75	5:00	1	5.75	5.75
5/28/2022						
Dozer D4	8:30	0	2:00	1	5.5	5.50
Excavator	8:30	0	2:00	1	5.5	5.50
5/31/2022						
Dozer D4	8:30	0.75	5:00	1	7.75	7.75
Excavator	9:00	0.75	6:00	1	8.25	8.25
6/1/2022						
Dozer D4	8:30	0.75	5:30	1	8.25	8.25
Excavator	10:30	0.75	5:30	1	6.25	6.25
Rain out						-2.00
6/2/2022						
Dozer D4	8:30	0.75	6:00	1	8.75	8.75
Excavator	11:00	0.75	8:00	1	8.25	8.25
6/3/2022						
Dozer 650	9:30	0	2:00	1	4.5	4.50
Dozer D4	2:00	0	9:00	1	7.00	7.00
Trucking	10:30	0	2:30	1	4	4.00
6/4/2022						
Dozer 650	10:00	0	4:30	1	6.5	6.50
6/6/2022						
Dozer 650	9:00	0.75	5:00	1	7.75	7.75
Excavator	11:00	0.75	0:00	1	3.25	3.25
Dozer D4	3:00	0	6:30	1	3.50	3.50
6/7/2022						
Trucking	9:00	0.75	4:45	1	7.00	7.00
6/8/2022						
TL-12 Track loader	8:30	0.75	5:00	1	7.75	7.75
Dingo	9:30	0	12:00	1	2.5	2.50
Labor	9:30	0	12:00	2	2.5	5.00
6/9/2022						
Trucking	9:30	0	1:30	1	4	4.00

6/10/2022

Trucking	1:00	0	5:00	1	4	4.00
TL-12 Track loader	1:00	0	2:00	1	1	1.00
Finn Strawblower	10:00	0	1:00	1	3	3.00
Trucking	10:00	0	1:00	1	3	3.00
Labor	10:00	0	1:00	2	3	6.00
Aerator	9:00	0	10:00	2	1	2.00
Labor	2:00	0	4:00	6	2	12.00

	Rate	Hours	
D-4 Dozer	$ 145.00	47.50	$ 6,887.50
Excavator	$ 150.00	36.25	$ 5,437.50
Trucking	$ 125.00	27.75	$ 3,468.75
650 Dozer	$ 200.00	18.75	$ 3,750.00
TL-12 track loader	$ 150.00	8.75	$ 1,312.50
Finn Strawblower	$ 150.00	3.00	$ 450.00
Dingo	$ 75.00	2.50	$ 187.50
Labor	$ 60.00	23.00	$ 1,380.00
Core Aerater	$ 75.00	2.00	$ 150.00

Materials	Price	Quantity	Ext. Price
Sod Front of lot 12	$ 5.00	100	$ 500.00
Norway Spruce	$ 350.00	4	$ 1,400.00
Grass Seed	$ 6.50	300	$ 1,950.00
Straw Bales / with seed	$ 30.00	15	$ 450.00
Straw Bales	$ 6.50	50	$ 325.00
Straw Blanket	$ 75.00	3	$ 225.00
Staples	$ 0.10	500	$ 50.00
Silt Fence	$ 0.35	750	$ 262.50

	Sub Total	$ 5,162.50
	Sales tax	$ 309.75
Hours	Labor	$ 23,023.75
	Total	$ 28,496.00

Huntington

Welcome

3833

600 North Maple LLC
P.O. Box 8307
Ann Arbor, MI 48107

Huntington
74-347/724

10/21/2022

PAY TO THE ORDER OF Underwood Nursery LLC $ **10,000.00

Ten thousand and 00/100***** DOLLARS

Underwood Nursery LLC
4373 North Adrian Highway
Adrian, MI 49221

Void after 90 days

AUTHORIZED SIGNATURE

MEMO Maple Oaks North Brownfield Expense

⑈000003833⑈ ⑆072403473⑆ 01382408646⑈

ENDORSE HERE

FOR DEPOSIT ONLY
UNDERWOOD NURSERY, LLC
ADRIAN, MICHIGAN

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE____

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Huntington
Welcome

3856

600 North Maple LLC
P.O. Box 8307
Ann Arbor, MI 48107

Huntington
74-347/724

03/28/2023

PAY TO THE ORDER OF Underwood Nursery LLC $ **7,500.00

Seven thousand five hundred and 00/100****** DOLLARS

Underwood Nursery LLC
4373 North Adrian Highway
Adrian, MI 49221

Void after 90 days

MEMO INV# 55/262

AUTHORIZED SIGNATURE

⑈00003856⑈ ⑆072403473⑆ 01382408646⑈

ENDORSE HERE

FOR DEPOSIT ONLY
UNDERWOOD NURSERY, LLC

CHECK HERE AFTER MOBILE DEPOSIT

DATE

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FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

033123 600000000634718 0115 241270851 PB

Huntington
Welcome

3867

600 North Maple LLC
P.O. Box 8307
Ann Arbor, Mi 48107

Huntington
74-347/724

08/22/2023

PAY TO THE ORDER OF Underwood Nursery LLC $ **8,262.00

Eight thousand two hundred sixty-two and 00/100** DOLLARS

Void after 90 days

Underwood Nursery LLC
4373 North Adrian Highway
Adrian, MI 49221

MEMO

AUTHORIZED SIGNATURE

⑈0000386 7⑈ ⑆072403473⑆ 01382408646⑈

ENDORSE HERE

FOR DEPOSIT ONLY
UNDERWOOD NURSERY, LLC
ADRIAN, MICHIGAN

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

0000000965249- 0278 >241270851<PB

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features: Results of document alteration:

Chemically Sensitive Paper

Security Screen

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

600NM

THREE OAKS PROPERTIES

P.O. Box 8307
Ann Arbor, MI
48107

8/23/23

INVOICE **#68723**

CUSTOMER: **600 North Maple LLC**

		Rate Per Hour	# of Hours	Total
Feb-23	Installed Silt Fence	$ 65.00	20.00	$ 1,300.00
May-23	Installed Seed/Straw	$ 65.00	15.00	$ 975.00
Jun-23	Repaired Silt Fence	$ 65.00	10.00	$ 650.00
Total Amount Due				**$ 2,925.00**

(1) 600 NM

DATE 8/22/23 REQ BY BG APPROVED JB

ENTITY 600 N M LOT/ACCTG Due From 16505

$ 2,925.00 DUE BY — QB Due From 600 NM (North

NOTES Brownfield Activities

CK # 3868 8/22/23

Huntington

Welcome

3868

600 North Maple LLC
P.O. Box 8307
Ann Arbor, MI 48107

Huntington
74-347/724

08/22/2023

PAY TO THE ORDER OF Three Oaks Properties $ **2,925.00

Two thousand nine hundred twenty-five and 00/100****************************** DOLLARS

Security features. Details on back.

Void after 90 days

Three Oaks Properties
P.O. Box 8370
Ann Arbor, MI 48107

AUTHORIZED SIGNATURE

MEMO Labor for Silt Fence, seed and straw for MO North

⑈00003868⑈ ⑆072403473⑆ 01382408646⑈

20230823009406419320

20230823009406419320

ENDORSE HERE

FDO Act # 01382408329

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

... THIS LINE

Credited to the account of or paid to the within named payee Absent Endorsement supplied by The Huntington National Bank

600 NM

OJIBWAY DEVELOPMENT

INVOICE #227

CUSTOMER: 600 North Maple LLC

TASK: PROJECT MANAGEMENT FOR BERM STABILIZATION

UNDERWOOD NURSERY	$	25,762.00
THREE OAKS PROPERTIES		2,925.00
WASHTENAW COUNTY		625.00 + Add'l $25 = $650
	$	29,312.00
10% PROJECT MANAGEMENT FEE	$	2,931.20 (does not include Add'l $25 pd on 8/24/23

DATE 8/22/23 REQ BY BG APPROVED JB

ENTITY 600NM LOT/ACCTG Due From 1650.5

$ 2,931.20 DUE BY — QB Due from 600NM/North

NOTES Brownfield Activities

CK# 3869 8/22/23

Huntington
Welcome

3869

600 North Maple LLC
P O Box 8307
Ann Arbor, MI 48107

Huntington
74-347/724

08/22/2023

PAY TO THE ORDER OF Ojibway Development, LLC $ **2,931.20

Two thousand nine hundred thirty-one and 20/100** DOLLARS

Void after 90 days

Ojibway Development, LLC
16285 W 13 Mile Rd.
Southfield, MI 48076

AUTHORIZED SIGNATURE

MEMO Project Mgt of MO North for Underwood, TOP and W

⑈000003869⑈ ⑆072403473⑆ 01382408646⑈

ENDORSE HERE

Ojibway Development LLC

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

Michigan Schools &
Government Credit Union
1362 Clinton Twp. MI 1362
>2724-8017?<

>272480173< - 15
1320 – 148101776
08/23/2023 - 14:39:30

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Fully Burdened TOC Office Manager Payroll Rate per Hour	**$**	**27.56**

Brownfield TIF 2022-23 Reimbursement Prep Estimate Based on Payroll Rate/Hours

Hours		4.00
Rate	$	27.56
TIF Admin. Reimbursement	**$**	**110.24**

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
LOCAL BROWNFIELD REVOLVING FUND LOAN AND GRANT AGREEMENT

This Local Brownfield Revolving Fund Loan and Grant Agreement (the "Agreement") dated November 10, 2022 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the Renovare Ypsilanti Homes, LLC, (the "Developer"), a Michigan limited liability company, whose address is ~~42 Watson~~13 North Washington Street, ~~Suite B, Detroit, MI 48201~~Ypsilanti, Michigan 48197.

RECITALS

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

B. The Authority adopted a policy for awarding grants and loans from the Fund to support eligible activities on eligible brownfield properties, and is authorized to approve such grants and loans.

C. Pursuant to Act 381, as amended, the Authority has prepared a Brownfield Plan for the Eligible Property below that was duly approved by the Washtenaw County Board of Commissioners on September 8, 2022 with concurrence from the City of Ypsilanti:

    a. Located at 220 N. Park Street.

    b. Located in the City of Ypsilanti, Washtenaw County, Michigan

    c. Tax Identification Number 11-11-09-111-004 (the "Property"),

    d. Legal Descriptions provided in Exhibit B

D. The Developer plans to redevelop the Property as follows (the "Project"):

    a. Redevelop the parcel into forty-six (46) attached and detached residential dwelling units, including twenty~~-~~ three (23) affordable units and twenty three (23) market rate, and associated access roads, public and private utilities, stormwater management system, sidewalks, parking and landscaping, and streetscape enhancements (the "Improvements").

    b. This will occur through the Developer incurring costs.

    c. The Improvements are expected to increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

E. The Authority has approved a Five Hundred Thousand Dollar ($500,000) Loan ("LBRF Loan") and a Five Hundred Thousand Dollar ($500,000) Grant ("LBRF Grant") from the LBRF to fund Eligible

Activities. The Authority and Developer have agreed to commit a portion of annual Tax Increment Revenue ("TIR") as repayment for the LBRF Loan.

F. The Developer and the Authority have entered into a Washtenaw County Brownfield Redevelopment Authority Reimbursement Agreement ("Reimbursement Agreement"), which governs the payment of tax increment revenues ("TIR") collected from the Property resulting from the Developer's redevelopment of the Property.

G. The Developer wishes to utilize the LBRF Loan and LBRF Grant funds to redevelop the Property, and the Authority is willing to provide the Loan and Grant funds on the terms and conditions set forth herein.

TERMS AND CONDITIONS

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

1. LBRF Loan and LBRF Grant – The Authority hereby agrees to provide the LBRF Loan and the LBRF Grant to the Developer to conduct the eligible brownfield activities set forth in Exhibit A at the Property, as included in the Brownfield Plan first approved by the Washtenaw County Board of Commissioners on September 8, 2022 ("Brownfield Plan", as it may be amended from time-to-time).

2. LBRF Loan and LBRF Grant Budget – The Developer submitted a list of proposed activities and costs, attached as Exhibit A ("Budget"), which will be partially paid for in advance by the Authority, the LBRF Loan, in the amount not to exceed Five Hundred Thousand Dollars ($500,000), and partially paid on a reimbursement basis, the LBRF Grant, in an amount not to exceed Five Hundred Thousand Dollars ($500,000). Reimbursement of LBRF grant funds shall follow the same procedure as Terms and Conditions Section 8 of the Reimbursement Agreement. This includes submittal of documentation of actual Eligible Costs incurred to perform the Eligible Activities in the approved Brownfield Plan.

3. LBRF Loan Repayment— The Authority agrees to loan to Developer the LBRF Loan in the amount of Five Hundred Thousand Dollars ($500,000) from the LBRF, subject to the terms and conditions herein. The LBRF Loan shall be evidenced by and payable with interest in accordance with the terms of the Promissory Note that Developer shall execute and deliver to the Authority. The term of the LBRF Loan is projected to be fifteen (15) years, but is dependent on annual property assessments, and may exceed 15 years.

4. Use of Funds: Developer agrees to contribute the LBRF Loan and LBRF Grant towards the Eligible Activities identified in Exhibit A and acknowledges it is the intent of the parties to use TIR generated as a result of the Project, as set forth in the Brownfield Plan, to repay the LBRF Loan, with interest. Developer understands and agrees that the LBRF Loan provided by Authority shall be used solely for the purposes set forth herein, and for Eligible Activities in the Brownfield Plan.

5. Limitation on Lending. From the date hereof and until the LBRF Loan provided for under this Agreement is fully paid and the Authority has no further obligations to Developer hereunder, Developer shall promptly furnish to the Authority such other information and reports concerning the Developer's business, property, and financial condition relating to the Project as Authority shall reasonably request, and the Developer agrees to permit Authority to inspect Developer's books, property and records relating to the Project during normal business hours.

6. LBRF Loan Default: In the event of a default of any of the terms or conditions relating to the LBRF Loan under this Agreement, the entire amount of the loan shall become immediately due and payable without the necessity of a demand from Authority. The Developer shall be deemed to be in default under this Agreement if Developer fails to comply with, or to cure as applicable, any provision of this Agreement which relates to the repayment obligations of the Developer.

   Upon receipt of any notice of a default relating to the LBRF Loan pursuant to this Section 6, Developer shall have thirty (30) days, or such longer time as may be reasonable and which is agreed to by the parties, to cure any such event of default to the satisfaction of the Authority.

7. LBRF Grant Repayment – The LBRF Grant shall not be required to be repaid to the Authority, provided the Developer complies with all applicable Terms and Conditions set forth herein insofar as they relate to the LBRF Grant. For the avoidance of doubt, the existence of an uncured default relating solely to the LBRF Loan provisions of this Agreement shall not constitute a default under this Section 7.

8. Developer Representations and Warranties: Developer represents and warrants to the Authority as follows:

   a. Developer is a Michigan limited liability company duly organized and validly existing and in good standing under the laws of the State of Michigan.

   b. The member of Developer signing this Agreement is duly authorized to execute and deliver the loan documents on behalf of Developer; the execution, delivery, and performance of the loan documents have been duly authorized by appropriate action of the Developer and will not violate any law, rule, judgement, order, agreement, or instrument to which Developer is a party or by which it is bound; and the loan documents have been duly executed and delivered by, and are the valid and binding obligations of Developer enforceable in accordance with their terms.

   c. There are no suits or proceedings pending in any court, government agency, or arbitration panel, or to Developer's knowledge, threatened against Developer, which may result in any Material Adverse Effect. **"Material Adverse Effect"** means any material adverse effect whatsoever upon (a) the validity, performance, or enforcement of any loan documents, (b) the properties, contracts, business operations, prospects, profits, or condition (financial or otherwise) of Developer, or (c) the ability of Developer or any guarantor to fulfill their respective obligations under the loan documents.

d. To the best of Developer's knowledge, and except as has been disclosed to the Authority, the Property and any of Developer's operations and activities thereon, are in material compliance with all applicable environmental laws; and except as has been disclosed to the Authority, none of the Developer's real or personal property is (a) contaminated by, or the site of, the disposal or release of any hazardous substance; (b) the source of an contamination of any adjacent property or any of the groundwater or surface water; or (c) the source of any air emissions in excess of any legal limit now or hereafter in effect.

9. Procurement of Eligible Activities – The Authority is bound to be good stewards of the public funds comprising the LBRF. Therefore, the Authority will ensure the LBRF Loan and LBRF Grant funds are utilized in the most efficient and effective manner. Developer shall use commercially reasonable efforts ensure the work to be funded with LBRF funds are, or were, procured in a manner that is competitive and ensures the most qualified contractor with the lowest price is selected to complete the activities, following the Developer's internal procurement procedures and policies.

10. Disbursement~~–~~:

a. All LBRF Grant and Loan funds shall be advanced to the escrow account at closing.

~~b.~~ Contractor shall submit ~~s~~ a monthly Draw Request to the ~~LBRF~~Authority, including sufficient documentation and information to determine the included costs are eligible. The request must be in writing, submitted by the Contractor, detailing all costs related to and/or supporting the construction of the affordable housing units, including the unit addresses or number involved. The request should include Sworn Statements and Lien Waivers from Contractor's general contractor and its subcontractors, as necessary to attest to the accuracy of the costs submitted. Lien Waivers included with monthly Draw Requests shall address all costs through the previous Draw Request and evidence the payment of the labor and materials set forth in the previous Draw Request.

b.

~~10.~~ Washtenaw County

~~a. 2. The County~~Office of Community and Economic Development (OCED) Staff shall review Draw requests on behalf of the Authority, ~~in consultation with the City of Ypsilanti, shall review the Draw Requests,~~ including all supporting documentation, for accuracy and verify all activities for which costs are sought in such Draw Request have been completed and that all costs are eligible activities, per the approved Brownfield Plan.

c.

~~11.~~

~~12.~~

~~a. 3.~~ A site inspection will be scheduled to review the work completed. After the site inspection, parties will meet at Back Office Studio or another agreed upon location to review the draw request~~s~~ and finalize.

d.

~~13.~~

~~a. 4.~~ If the Draw Request is determined to be complete, OCED ~~and the costs eligible for reimbursement, including hard costs directly related to the construction of the affordable~~

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~~units, payment~~ will instruct the escrow agent to release funds~~be issued by the OCED upon receipt of all documentation outlined in paragraph 1 above~~.

~~Monthly draw requests will be submitted to OCED for review and approval. Which includes a statement of costs of such activities to be paid by those funds. Such a statement shall include a description of Eligible Activities performed or to be performed using the funds, and a copy of invoices for the work performed or a budget for the work to be performed using the funds Upon approval, the LBRF Loan funds will be disbursed to the Developerto the Developer. Within thirty (30~~ten (10~~) days of a receipt of a complete statement and supporting invoices, the Authority shall review the statement, confirm that the Eligible Activities referenced therein are consistent with the Grant Budget, and Brownfield Plan, and~~ authorize ~~IFF~~ to ~~disburse to Developer the amount set forth in the statement, up to a cumulative disbursement not to exceed the amount of the LBRF Loan.~~

e.

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~~14.~~11. Surplus Grant and Loan Funds – Should any LBRF Loan or LBRF Grant funds remain after all Eligible Activities included in the Budget are completed, the surplus funds will be returned to the LBRF fund, or the Developer may request use of the remaining funds for other Eligible Activities, provided those activities are given prior approval by the Authority.

~~15.~~12. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Developer to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the LBRF Loan or the LBRF Grant.

~~16.~~13. Grant and Loan Expiration – All Eligible Activities shall be completed within twenty-four (24) months of this Agreement unless the Authority grants an extension.

~~17.~~14. Insurance – 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 additionally insured 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.

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

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

f. All insurance coverages described above shall always remain in effect 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.

~~18.~~15. 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, to the extent 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 LBRF Loan or LBRF Grant funded activities or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the 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 for a period of two (2) years. By entering this Agreement, neither party waives any immunities provided under state or federal law.

~~19.~~16. Freedom of Information Act – Developer understands that any document 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, except for documents that are identified as containing trade secrets or which may be subject to any other privilege or exception to the Freedom of Information Act.

~~20.~~17. 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.

~~21.~~18. Assignment – The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign any of the rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably withheld, conditioned or delayed except as such action may be prohibited by federal, state or local laws or ordinances. Developer shall be authorized to include an assignment of its interest this agreement to a commercial lender pursuant to a Collateral Assignment of Reimbursement Agreement between the Developer and the Authority without prior written consent.

~~22.~~19. 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.

~~23.~~20. 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.

~~24.~~21. Amendment- Any amendment to this Agreement shall be in writing and signed by both parties.

~~25.~~22. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

~~26.~~23. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

~~27.~~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.

~~28.~~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.

~~29.~~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.

~~30.~~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.

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY:_____________________________________
_______________, Chairman

Date:___________________________________

Approved As to Form:

By:_____________________________________
Michelle Billard, Corporation Counsel

Attested to:

By:_____________________________________
Lawrence Kestenbaum, County Clerk/Register

Date:___________________________________

DEVELOPER
Renovare Ypsilanti Homes, LLC

BY:_____________________________________

PRINT NAME:___________________________

ITS:_____________________________________

Date:___________________________________

Exhibit A
Eligible Activities

Act 381 MSF Eligible Activities Costs and Schedule 220 N Park Street, Ypsilanti Michigan Washtenaw County Brownfield Redevelopment Authority		
MSF Eligible Activities	**Cost**	**Completion Season/Year**
Demolition		
Site demolition - Removals (fences, sidewalks, former recreation equipment)	$ 42,135	Summer 2022
Subtotal	$ 42,135	
Site Preparation		Summer 2022
Temporary erosion control	$ 24,325	
Clearing and Grubbing	$ 41,550	
Grading	$ 28,000	
Fill - unstable soils	$ 180,000	
Subtotal	$ 273,875	
Soft Costs		Summer 2022
Civil Engineering	$ 8,000	
Architect	$ 10,920	
Legal (general)	$ 20,000	
Legal (condo)	$ 1,000	
Subtotal	$ 39,920	
Public Infrastructure Improvements		Fall 2022
Right of Way and Publicly-Owned Improvements	$ 1,214,667	
Fencing and safety measures along rail ROW	$ 25,000	
Subtotal	$ 1,280,587	
Assistance with Disposition for Economic Development Purposes		
Homebuyer assistance counseling	$ 50,000	Summer 2023
Downpayment Assistance (construction subsidy)	$ 680,000	Summer 2023
Subtotal	$ 730,000	
SUBTOTAL MSF ELIGIBLE ACTIVITIES	$ 2,366,517	
Contingency 10%	**$ 236,652**	
Interest*	$ 838,620	
Brownfield Plan/Act 381 Work Plan Preparation	**$ 20,000**	
Brownfield Plan/Act 381 Work Plan Implementation	**$ 10,000**	
TOTAL		
TOTAL MSF	**$ 3,471,788**	

* Assumes a portion of Eligible Activities will be privately financed and a portion will be publicly financed through grants and low to no-interest loans

Act 381 EGLE Eligible Activities Costs and Schedule 220 North Park Street, Ypsilanti Michigan Washtenaw County Brownfield Redevelopment Authority		
EGLE Eligible Activities	**Cost**	**Completion Season/Year**
Department Specific Activities		Summer 2022
Due Care Activities		Spring/Summer 2022
Due Care Investigation	$ 9,250	
BEA and Section 7A Compliance Analysis	$ 2,500	
Subtotal	$ 11,750	
Proper Handling of Contaminated Soils		Summer 2022
Excavation, transportation and disposal	$ 50,000	
Subtotal	$ 50,000	
EGLE Eligible Activities Subtotal	*$ 61,750*	
Contingency (15%)	*$ 9,263*	
EGLE Eligible Activities Subtotal	**$ 71,013**	
Interest*	**$ 34,943**	
EGLE Eligible Activities Total Costs	**$ 105,956**	
Act 381 Work Plan Technical Writing	**$ 2,500**	Spring/Summer 2022
Work Plan Implementation	**$ 5,000**	on-going
EGLE Eligible Activities Total Costs	**$ 113,456**	
* Assumes that a portion of the Eligible Activities will be privately financed and a portion will be publicly financed through grants and low to no-interest loans		

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COLLATERAL ASSIGNMENT OF
BROWNFIELD REIMBURSEMENT AGREEMENT

This COLLATERAL ASSIGNMENT OF BROWNFIELD REIMBURSEMENT AGREEMENT ("**Assignment**") is made effective this August _____, 2023 ("**Effective Date**") by RENOVARE YPSILANTI HOMES, LLC, a Michigan limited liability company (the "**Assignor**"), with an office at 13 North Washington Street, Ypsilanti, Michigan 48197, in favor of IFF, an Illinois not for profit corporation (together with its successors and assigns, "**Lender**"), with an office at 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604.

RECITALS

A. Assignor is the record owner of certain real estate commonly known as the Ypsilanti For-Sale Housing Project, located at 220 N. Park Street, Ypsilanti, Michigan, on which Assignor intends to construct forty-six single family for-sale homes, including nineteen 1,024 square foot cottages, fourteen 1,280 square foot duplex homes, and thirteen 1,280 townhomes (the "**Project**");

B. Assignor has obtained from the Washtenaw County Brownfield Redevelopment Authority ("**WCBRA**") additional funding for the Project under the terms of the Washtenaw County Brownfield Redevelopment Authority Local Brownfield Revolving Fund Loan and Grant Agreement dated ______________, 2023 (the "**TIF Grant/Loan Agreement**"), evidenced by a Promissory Note dated effective _____________, 2023, in the principal amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) (the "**TIF Note**"), and by the Washtenaw County Brownfield Redevelopment Authority Reimbursement Agreement dated effective __________________, 2023 (the "**Reimbursement Agreement**" and, together with the TIF Grant/Loan Agreement and the TIF Note the "**WCBRA TIF Documents**");

C. Assignor has obtained from Washtenaw County ("**County**") additional funding for the Project in the amount of Three Million Six Hundred Thousand and 00/100 Dollars ($3,600,000.00) under the terms of the Washtenaw County Service Contract – Federal Funded; 220 North Park, Ypsilanti, Michigan 48198 dated August 3, 2022 (the "**Washtenaw ARP Agreement**");

D. Assignor has obtained from the Ann Arbor Area Community Foundation ("**AAACF**") additional funding for the Project in the amount of Eight Hundred Twenty Thousand and 00/100 Dollars ($820,000.00) under the terms of an unsecured loan agreement (the "**AAACF Loan Agreement**");

E. Assignor will execute effective August _____, 2023, a promissory note in the principal amount of One Million Six Hundred Thirty-Two Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($1,632,949.00) in favor of Lender (the "**TIF Bridge Loan Note**") evidencing a tax increment financing bridge loan in the principal amount of One Million Six Hundred Thirty-Two Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($1,632,949.00) (the "**TIF Bridge Loan**" and, together with the TIF Bridge Loan Note, the "**TIF Loan Documents**");

F. Assignor will execute effective August _____, 2023, a revolving promissory note in the principal amount of Two Million Three Hundred Thousand and 00/100 Dollars ($2,300,000.00) (the "**Construction Loan Note**") evidencing a construction line of credit in the principal amount of Two Million Three Hundred Thousand and 00/100 Dollars ($2,300,000.00) (the "**Construction Loan**" and, together with the Construction Loan Note, the "**Construction Loan Documents**");

G. For the purposes of this Assignment, the TIF Bridge Loan Note, Construction Loan Note, and the following documents executed by and between each or any of Assignor and Lender, being the Mortgage, Collateral Assignment of TIF Reimbursement Agreement, and any other document or instrument evidencing or securing the TIF Bridge Loan and Construction Loan are hereinafter collectively referred to as the "**Loan Documents.**"

H. Lender, as a condition to making the TIF Bridge Loan, has required the execution of this Assignment.

NOW THEREFORE, in consideration for the following, for the loan evidenced by the TIF Loan Documents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby agree as follows:

(1) Assignment of Collateral:

(a) Assignor does hereby grant, transfer, assign and deliver to Lender as collateral for the TIF Bridge Loan, all of Assignor's right, title, and interest in and to the Reimbursement Agreement, including but not limited to any and all Tax Increment Revenue reimbursement funds that Assignor is or may become entitled to receive pursuant thereto (the "**Collateral**")

(b) The foregoing described Collateral secures:

(i) payment of all indebtedness evidenced by the TIF Bridge Loan Note (including all extensions, modifications, future advances, or renewals thereof); and

(ii) performance and discharge of each and every obligation, covenant, and agreement of Assignor contained herein, or in the TIF Loan Documents, or in all documents and instruments evidencing or securing the same.

(c) This Assignment shall become effective immediately upon: (i) the occurrence of any event of default by Assignor in its obligations under the TIF Loan Documents, and the expiration of any applicable notice or cure periods thereunder; and, (ii) the delivery by Lender to the Assignor and to WCBRA of written notice stating that Lender has elected to exercise its rights under this Assignment (the date of delivery of such notice being the "**Notice Date**"). Nothing contained herein shall relieve Assignor of any obligations or liability under the Reimbursement Agreement that arises before the Notice Date and Assignor shall indemnify and hold Lender harmless from and against such obligation or liability. Lender shall, in no event, be obligated to perform any actions or incur any obligations or liabilities whatsoever until such time as it so elects, if at all, to undertake such obligations or liabilities by written notice to Assignor and WCBRA.

(2) Assignor warrants and represents that:

(a) Assignor has not previously assigned, pledged, mortgaged, or encumbered all or any part of the Collateral assigned herein;

(b) Assignor has not performed any act or executed any instrument and is not bound by any law, indenture, or agreement which might prevent Lender from receiving the benefits of any of the terms and conditions hereof, or which would limit Lender in the exercise its rights or remedies hereunder;

(c) The Reimbursement Agreement is in full force and effect and as of the date hereof no uncured defaults exist with respect to the Reimbursement Agreement; and

(d) All covenants, conditions and agreements have been performed as required in the Reimbursement Agreement, except those not due to be performed until after the date of this Assignment.

(3) Authorization: Assignor hereby authorizes WCBRA to commence performance of all obligations of WCBRA to Assignor with respect to the Reimbursement Agreement for the benefit of Lender upon receipt by such WCBRA of written notice from Lender described in Section 1(c) above. WCBRA shall be entitled to rely on such written notice from Lender as conclusive proof of Lender's right to take such action, regardless of whether or not (a) an event of default under the TIF Loan Documents has actually occurred, or (b) a dispute exists between Assignor and Lender regarding the actual occurrence of such an event of default. WCBRA is hereby held harmless by Assignor from any liability arising from its performance of its obligations with respect to the Reimbursement Agreement for the benefit of Lender in the event it is later held that Lender was not entitled to give notice pursuant to Section 1 above. However, Assignor reserves the right to contest, as between Assignor and Lender, the actual existence of any default claimed by Lender.

(4) Covenants:

(a) Assignor shall faithfully abide by, perform and discharge each and every term, condition, obligation, covenant and agreement, which Assignor is now, or hereafter becomes, liable to observe or perform under the Reimbursement Agreement; give prompt written notice to Lender of any notice of default received by Assignor with respect to any default of Assignor under the Reimbursement Agreement, together with an accurate, complete copy of any such notice; at the sole cost and expense of Assignor, enforce or secure the performance of each and every term, obligation, covenant, condition and agreement to be performed by other parties under the Reimbursement Agreement; and to provide Lender with an accurate, complete copy of any notice of default issued by Assignor with respect to the Reimbursement Agreement, when so sent by Assignor.

(b) At Assignor's sole cost and expense, Assignor shall appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with the Reimbursement Agreement or the obligations, duties or liabilities of Assignor or any other party respecting the Collateral, and to pay all costs and expenses of Lender, including attorneys' fees, in connection with any such dispute, action, or proceeding in which Lender may appear or with respect to which it may incur costs or expenses.

(c) Should Assignor fail to make any payment or to do any act as herein provided, then Lender may, but without obligation to do so, without notice or demand to or upon Assignor, and without releasing Assignor from any obligation hereof, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding relating hereto or to the Reimbursement Agreement, or purporting to affect the security hereof or the rights or powers of Lender hereunder, and also performing and discharging each and every obligation, covenant, and agreement of Assignor contained in the Reimbursement Agreement; and in exercising any such powers Lender may pay necessary costs and expenses, employ counsel, and incur and pay attorneys' fees. Assignor hereby grants to Lender an irrevocable power of attorney coupled with an interest and with full power of substitution to perform all of the acts and things provided in this Section, as Assignor's agent and in Assignor's name.

(d) Assignor shall pay immediately upon demand all sums expended by Lender under the authority hereof, together with interest thereon at the rate set forth in the TIF Loan Documents applicable to a period when default exists thereunder and the same shall be secured hereby.

(e) Until the indebtedness secured by the TIF Loan Documents and this Assignment shall have been paid and satisfied in full, Assignor shall provide Lender with copies of all notices and correspondence received or sent by Assignor with respect to the Collateral.

(f) Assignor shall not modify, amend, extend, renew or in any way alter the terms of the Reimbursement Agreement; nor waive, excuse, condone or in any manner release or discharge any party thereunder, of or from any obligation, covenant, condition, or agreement by said person to be performed thereunder; nor terminate the term thereof nor accept a surrender thereof, without the prior written consent of Lender.

(g) Assignor will not execute or agree to any assignment of the Reimbursement Agreement, or any other Collateral subsequent to the date hereof.

(h) Assignor hereby indemnifies Lender, its successors and assigns, against, and agrees to protect, save and keep harmless each thereof from, any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including without limitation, court costs, legal fees and expenses through all trial, appellate and administrative levels and all bankruptcy and post judgment proceedings (all of which are hereinafter referred to collectively as the "Expenses"), of whatsoever kind and nature, imposed on, incurred by or asserted against any such indemnified party, in any way relating to, arising out of, or in connection with any of the foregoing representations, warranties, and covenants of Assignor herein set forth.

(i) Assignor hereby agrees to execute such other documents and perform such other act as may be necessary to enforce the rights assigned hereunder.

(5) Events of Default. In the event Assignor fails for any reason to comply with the terms and conditions in any of the following documents, ~~Any of the following events shall be~~ an "**Event of Default**" shall have occurred. In particular, should Assignor default under:~~hereunder:~~

(a) ~~An event of default occurs under~~ The WCBRA TIF Documents;

(b) ~~An event of default occurs under the~~ Washtenaw ARPA ~~Agreement~~Documents;

(c) ~~An event of default occurs under~~ The AAACF Loan Agreement;

(d) ~~An event of default occurs under~~ The Lender Loan Documents; ~~and~~or

(e) Should any representation or warranty of Assignor set forth in any of the above-described documents ~~this Assignment, the TIF Grant/Loan Agreement, the Reimbursement Agreement, or in any of the TIF Loan Documents shall~~ be determined to be materially inaccurate or misleading.

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~~(c)~~ Such determination may be made by either Washtenaw County, the Ann Arbor Community Fund, the Washtenaw County Brownfield Redevelopment Authority, or the Lender.

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(6) Remedies. Upon the occurrence and until the waiver of an Event of Default pursuant to the ~~Loan Documents~~applicable agreement or documents cited, the party declaring such a default ~~Lender~~ has the right, at its option at any time and from time to time, without further notice to Assignor, to exercise the following rights and remedies, which may be exercised simultaneously:

(a) Declare the indebtedness secured by the TIF Loan Documents due and payable; provided that the obligations thereunder shall be accelerated automatically and immediately if the Event of Default is a filing under the Bankruptcy Code;

(b) Lender may enforce all rights which may arise with respect to the Collateral and to which Assignor or Lender would be entitled. Upon a default with respect to the Collateral, Lender shall have all of Assignor's rights upon default as set forth in the appropriate document (including, without limitation, rights provided under any loan agreement) and as provided by law. Assignor hereby waives all demands for payment or notices of default, and Assignor agrees that Lender may amend or alter any and all rights relating thereto without notice to, and without affecting the liability of, Assignor hereunder;

(c) Lender may attach, execute, or levy against any of the Collateral;

(d) Lender may retain, take control of, or manage all or any Collateral; and,

(e) Any and all rights and remedies available at law (including, without limitation, those afforded to lenders by the UCC) or in equity to collect, enforce, or satisfy any of the TIF Bridge Loan and exercise any or all of the rights and remedies with respect to the Collateral, including, without limitation, those provided herein or in any other document relating to the Project, or the TIF Loan Documents.

No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Assignment, or now or hereafter existing at law or in equity or by statute. Lender may proceed to protect and enforce its rights by an action at law, in equity, or by any other appropriate proceedings. No failure on the part of Lender to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default, and no waiver of any Event of Default shall be deemed to be a waiver of any subsequent Event of Default.

(7) No Waiver: If Lender shall waive any of its powers for rights hereunder or any breach or default, such waiver shall not be deemed to waive any of Lender's powers or rights on any future occasion. Delay or failure by Lender to exercise or claim, in whole or in part, any such power or right shall not be deemed a waiver of such power or right; no single or partial exercise of any right or power hereunder shall preclude any other or further exercise of Lender's rights or powers. The rights and remedies hereunder expressly specified are in addition to, but not exclusive of, the rights and remedies of Lender under applicable law.

(8) Miscellaneous:

(a) If any term of this Assignment shall be held to be invalid, illegal, or unenforceable, the validity of the other terms hereof shall be in no way affected thereby. Lender shall be entitled to all rights and remedies available at law, in equity or under any statute, either now available or available at the time of exercise thereof, even though such rights and remedies were not available on the Effective Date.

(b) Capitalized terms have the meanings set forth herein. Any capitalized terms not defined herein are intended to have the meanings and definitions given them in the TIF Bridge Loan Note and the Construction Loan Note.

(c) The covenants and agreements herein contained shall be binding upon Assignor, its heirs, legal representatives, agents, successors, and assigns and shall inure to the benefit of Lender, its legal representatives, successors, and assigns; provided, however, that nothing in this section is intended to or shall be construed as a waiver of the rights of Lender under the TIF Loan Documents or to permit assignment of the rights and obligations of Assignor under this instrument, and any such assignment is expressly prohibited except upon the prior written consent of Lender, which consent may be arbitrarily withheld.

(d) All notices, demands, or documents which are required or permitted to be given or served upon Assignor or Lender shall be deemed given or served upon Assignor or Lender when given as provided in the document under which notice, demand, or delivery is required. Each party hereto may change its address from time to time by serving written notice thereof upon the other party hereto at least ten (10) days prior to the effective date of such change of address.

(e) Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of any instrument of satisfaction or full release of the indebtedness secured by the TIF Loan Documents, this Assignment shall become and be void and of no effect.

(f) This Assignment and the interpretation and enforcement thereof, will be governed and construed in accordance with the internal substantive laws of the State of Michigan, without regard to conflict of law principles of such State, and venue shall be exclusively in Ingham County, Michigan.

(g) This Assignment constitutes the granting by Assignor of a security interest under the Michigan Commercial Code in the right, title, and interest of the Assignor in and to the Collateral, and Assignor hereby consents to the filing of Uniform Commercial Code financing statements and other documents perfecting or evidencing such security interest as reasonably requested by Assignor.

(9) Waiver of Jury Trial. ASSIGNOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN CONNECTION WITH THIS ASSIGNMENT, THE OTHER DOCUMENTS REFERENCED HEREIN OR EXECUTED IN CONNECTION HEREWITH, AND THE TRANSACTIONS CONTEMPLATED THEREIN, AND ALL OR ANY COMBINATIONS OF THE FOREGOING. ASSIGNOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER NOR LENDER'S COUNSEL HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. ASSIGNOR ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO ENTER INTO AND ACCEPT THIS ASSIGNMENT, BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

[Signature Page to Collateral Assignment of Brownfield Reimbursement Agreement]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

RENOVARE YPSILANTI HOMES, LLC, a Michigan limited liability company

Signed:	______________________
Name:	Shannon Morgan
Title:	Authorized Signatory

CONSENT TO ASSIGNMENT

The Washtenaw County Brownfield Redevelopment Authority hereby consents to the foregoing Collateral Assignment of Brownfield Reimbursement Agreement and agrees that upon its receipt of written notice of default as provided in Section 1(c) of this Assignment, it will acknowledge the right of IFF as Assignee thereunder to receive any and all reimbursement payments provided for in the Reimbursement Agreement if and as they become due and payable.

Date: August _____, 2023

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY, an Authority under Act 381 of 1996

Signed: ______________________________
Name: ______________________________
Title: ______________________________

Revision date: September 5, 2023~~August 30, 2023~~

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WCBRA Financial Report - July-Aug 2023

Developer Reimbursement Complete

Project	Maple Shoppes	Zingerman's	Arbor Hills	618 S. Main	544 Detroit	Water Street	Kingsley Condos - 221 Felch	Grand View Commons-Dexter
Project Parameters								
***Brownfield Plan - Total Approved Elig Activities**	$ 1,209,027.00	$ 1,233,937.00	$ 5,400,000.00	$ 4,628,636.00	$ 698,773.00	$ 22,874,634.00	$ 5,109,420.00	$ 3,370,613.00
Brownfield Plan - Maximum Developer Reimbursement	$ 1,010,042.00		$ 5,400,000.00				$ 4,000,000.00	
Actual Approved Eligible Activity Expenses	$ 1,010,042.00	$ 600,218.85	$ 4,384,556.00	$ 2,726,826.00	$ 383,368.00		$ 4,000,000.00	$ 1,552,678.00
Approved Eligible Activity Expense Reimbursed to Date	$ 805,706.48	$ 283,166.94	$ 4,384,556.00	$ 1,752,542.13	$ 201,374.61		$ 3,292,000.24	$ 772,702.92
Remaining Approved Eligible Activity Expenses	$ 204,335.52	$ 317,051.91	$ -	$ 974,283.87	$ 181,993.39	$ -	$ 707,999.76	$ 779,975.08
Approved Interest to be Reimbursed	$ 41,282.00	$ 228,466.37	$ 1,015,444.00	$ 498,515.29	$ 70,648.00			$ 257,190.83
Interest Reimbursed to Date			$ 432,047.19					
Remaining Interest to be Reimbursed	$ 41,282.00	$ 228,466.37	$ 583,396.81	$ 498,515.29	$ 70,648.00			$ 257,190.83
Project Financial Activity								
12/31/22 Fund Balance	$ -	$ 9,016.28	$ -	$ -	$ 2,808.00	$ 184,949.02	$ (47,694.50)	
TOTAL 2023 REVENUES								
Application Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest Revenue*								
TIF Revenue/Capture	$ 14,190.12	$ 6,194.07	$ 102,533.90	$ 78,843.08	$ 3,892.32	$ 36,951.76	$ 146,192.17	$ 101,529.59
Total Revenues	$ 14,190.12	$ 6,194.07	$ 102,533.90	$ 78,843.08	$ 3,892.32	$ 36,951.76	$ 146,192.17	$ 101,529.59
2023 EXPENDITURES								
Certified Expense Reimbursement	$ 11,001.12	$ 8,852.35	$ 52,949.90	$ 55,218.08	$ 4,104.32		$ 16,103.67	$ 89,732.59
Administrative Fee Transfer	$ 3,189.00	$ 1,171.00	$ 49,584.00	$ 23,625.00	$ 2,596.00	$ 3,215.00	$ 82,394.00	$ 11,797.00
LBRF Revenue or Deposit	$ -	$ 5,187.00	$ -	$ -	$ -	$ -	$ -	$ -
State of MI Brownfield Fund (Approved after 2014)								
Total Expenditures	$ 14,190.12	$ 15,210.35	$ 102,533.90	$ 78,843.08	$ 6,700.32	$ 3,215.00	$ 98,497.67	$ 101,529.59
Misc Refund								
Current Brownfield Account Balance	$ -	$ -	$ -	$ -	$ -	$ 218,685.78	$ -	$ -

Project	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park-Roxbury	Maple Oaks-Saline	Rockwell Building Chelsea	4025 Packard Road	303 N. Fifth/312-314 Detroit	3874 Research Park Drive/Sartorius	Village of Ann Arbor	300 N. Zeeb
Project Parameters											
***Brownfield Plan - Total Approved Elig Activities**	$ 13,159,069.00	$ 1,651,241.00	$ 2,739,022.00		$ 781,957.00						
Brownfield Plan - Maximum Developer Reimbursement	$ 10,894,465.00	$ 1,332,613.00	$ 2,039,022.00		$ 550,000.00						
Actual Approved Eligible Activity Expenses	$ 8,733,951.26	$ 975,696.00	$ 1,876,130.05		$ 176,469.06						
Approved Eligible Activity Expense Reimbursed to Date	$ 4,816,913.51	$ 35,264.98	$ 182,554.97		$ 70,669.06						
Remaining Approved Eligible Activity Expenses	$ 3,917,037.75	$ 940,431.02	$ 1,693,575.08	$ -	$ 105,800.00	$ -	$ -	$ -	$ -	$ -	$ -
Approved Interest to be Reimbursed											
Interest Reimbursed to Date											
Remaining Interest to be Reimbursed											
Project Financial Activity											
12/31/22 Fund Balance	$ (75,958.50)	$ (1,873.00)	$ -	$ 3,504.76	$ 35,387.29						
TOTAL 2023 REVENUES											
Application Fee	$ -	$ -	$ -	$ -							
Interest Revenue*											
TIF Revenue/Capture	$ 299,727.12	$ 15,735.36	$ 31,602.80	$ 419.18	$ 5,353.88						
Total Revenues	$ 299,727.12	$ 15,735.36	$ 31,602.80	$ 419.18	$ 5,353.88	$ -	$ -	$ -	$ -	$ -	$ -
2023 EXPENDITURES											
Certified Expense Reimbursement	$ 180,774.62	$ 13,862.36	$ 16,673.80	$ -	$ 2,401.56						
Administrative Fee Transfer	$ -	$ -	$ 14,929.00	$ -	$ -						
LBRF Revenue or Deposit	$ 42,994.00	$ -	$ -	$ 159.00	$ 3,208.00						
State of MI Brownfield Fund (Approved after 2014)			$ -								
Total Expenditures	$ 223,768.62	$ 13,862.36	$ 31,602.80	$ 159.00	$ 5,609.56	$ -	$ -	$ -	$ -	$ -	$ -
Misc Refund											
Current Brownfield Account Balance	$ -	$ -	$ -	$ 3,764.94	$ 35,131.61	$ -	$ -	$ -	$ -	$ -	$ -

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

Total of all 2022 CY TIF Reimburse Transfers	$ 418,736.65	
Total 2023 CY LBRF CAPTURE	$ 51,548.00	
Total fo all CY 2023 Admin Transfers (From 2022 Tax Year)	**$ 192,500.00**	**16 Active Projects**
Total of all CY 2022 Admin Transfers	$ 192,500.00	16 Active Projects
Total of all CY 2019 Admin Transfers	$ 165,000.00	15 Active Projects
Total of all CY 2018 Admin Transfers	$ 164,999.72	15 Active Projects
Total of all CY 2017 Admin Transfers	$ 164,113.00	15 Active Projects
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 5-30-23 **$ 148,530**
Total of all CY 2014 Admin Transfers	$ 87,198.19	LBRF Interest earned since 2017 as of 3-27-23 (inc. in bal. below) **$ 100,980**
2022 LBRF Capture Running Current Yr Total	$ 51,548.00	LBRF Balance as of 5-30-23 **$ 2,652,000**

TRANSACTION APPROVALS REQUESTED

PROJECT

	Summer Capture	**Withhold 3 Mills SET**			**Developer Reimbursement**
Maple Shoppes Summer Capture	$ 70,421.06	N/A			$ 70,421.06
Zingerman's Summer Capture	$ 75,026.01	N/A			$ 75,026.01
Arbor Hills Summer Capture	$ 495,459.11	N/A			$ 495,459.11
544 Detroit Summer Capture	$ 39,330.51	$2,270			$ 37,060.51
618 S. Main Summer Capture	$ 717,144.98	N/A			$ 717,144.98
1140 Broadway/Lower Town Summer Capture	$ 1,718,581.08	$70,518			$ 1,648,063.08
Kingsley Condo Summer Cpature	$ 607,140.82	$49,680			$ 557,460.82
DTE Roxbury/Broadway Park	$ 2,635.83	$115			N/A
309 N. Ashley Summer Capture	$ 396,154.90	$9,912			$ 386,242.90
3874 Research Park Drive Summer Capture	$ 123,324.75	Not until 2024			N/A
Grand Total	$ 4,245,219.05	$ 132,495.00	**$ -**	**$ -**	**$ 3,986,878.47**