



**Village of Stockbridge**  
**Village Clerk**  
**Timothy Matthew Sadowski**  
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**TIMELINE OF TAX INCREMENT FINANCING PLAN**  
**2006 AMENDMENT**

1. July 20, 2006
  - SDDA adopts Resolution No 06-004 approving amendments to the SDDA's Development Plan and Tax Increment Financing Plan.
2. October 2, 2006
  - Village Council set Public Hearing on November 6, 2006.
3. December 4, 2006
  - Village Council held Public Hearing.
  - Village Council adopted DDA Plan Amendment.

Sincerely,

A handwritten signature in black ink that reads "Timothy Matthew Sadowski".

Timothy Matthew Sadowski  
Village Clerk

RESOLUTION NO. 06-004

VILLAGE OF STOCKBRIDGE  
DOWNTOWN DEVELOPMENT AUTHORITY  
(Enacted July 20, 2006)

**A RESOLUTION TO APPROVE AN AMENDMENT TO THE  
VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY'S  
DEVELOPMENT PLAN PURSUANT TO THE PROVISIONS OF ACT 197  
PUBLIC ACTS OF MICHIGAN OF 1975, AS AMENDED**

WHEREAS, the Village of Stockbridge ("Village") created the Stockbridge Downtown Development Authority ("SDDA") by Ordinance in the mid-1980s and charged it with its statutory responsibility for developing and implementing a Development Plan.

WHEREAS, the SDDA adopted a proposed Development Plan and Tax Increment Finance Plan ("Plan") in the mid-1980s, which was forwarded to the Village and subsequently approved by Ordinance, pursuant to the provisions of Act 197 of the Public Acts of Michigan of 1975, as amended (the "Act"); and

WHEREAS, the SDDA and the Village have amended the Tax Increment Finance Plan and/or the Development Plan on several occasions since its initial adoption to include, among other things, new development plans and expand the tax increment finance district; and

WHEREAS, the SDDA determined in 2006 that the Development Plan required additional amendments to incorporate into it additional information regarding the cost and scope of the work on the new municipal parking lot behind 122 South Clinton Street.

IT IS THEREFORE RESOLVED that the SDDA 2006 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects is approved by the SDDA and it is submitted to the Village of Stockbridge for Approval, in accordance with the Act.

Moved By: Danaea

Seconded By: Lovachis

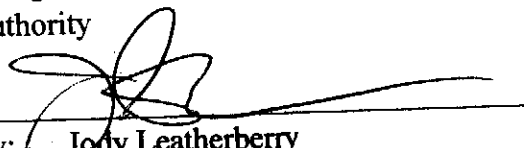
Adopted at a Regular Meeting of the Village of Downtown Development Authority held on the 20th day of July, 2006.

YEAS: LEATHER BERRY, DANCER, HALE, LOVACHIS, MILLS, SEVERSON, WYBONE

NAYS: NONE

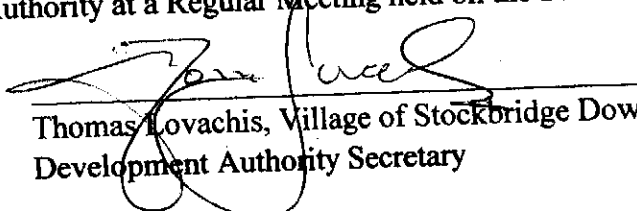
ABSENT: HOWARD, SPADAFORE

Village of Stockbridge Downtown Development  
Authority

  
By: Jody Leatherberry  
Its: SDDA Chairperson

**CERTIFICATION**

I certify that the above is a true and complete copy of Resolution No. 06-004 adopted by the Village of Stockbridge Downtown Development Authority at a Regular Meeting held on the 20<sup>th</sup> of July, 2006.

  
Thomas Lovachis, Village of Stockbridge Downtown  
Development Authority Secretary

Drafted by:  
John L. Gormley (P53539)  
Attorney for the Village of Stockbridge Downtown Development Authority  
Gormley and Johnson Law Offices, PLC,  
101 East Grand River Avenue  
Post Office Box 935  
Fowlerville, Michigan 48836  
517.223.3758

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**Village of Stockbridge  
Regular Meeting – Council Room  
October 2, 2006  
Minutes**

7:00p.m.

**CALL TO ORDER**

**Roll Call Taken**

**Present:** President Daniel Dancer, Trustees Jerry Kunzelman, Russell Mackinder, Karen Kirk, Richard Mullins, Gary Smith, Manager Denise Koning, DPW Supervisor Shane Batdroff, interested citizens **Absent:** Tom Ford, President Pro-Tem

**Pledge of Allegiance**

**Approval of Agenda:** **Addition:** Close session meeting after attorney report. **Motion** Trustee Jerry Kunzelman **second** Trustee Russell Mackinder to accept agenda as written with addition; no discussion. Vote taken six ayes, zero nays, one absent, verbal motion carries 6-0-1.

**Approval of Regular Meeting Minutes:** **Motion** Trustee Gary Smith **second** Trustee Russell Mackinder to accept regular meeting minutes dated 9/5/2006 as written; no discussion. Vote taken six ayes, zero nays, one absent, verbal motion carries 6-0-2.

**Approval of Special Meeting Minutes:** **Motion:** Trustee Gary Smith **second** Trustee Karen Kirk to accept special meeting minutes dated 9/19/06 as written; no discussion. Vote taken six ayes, zero nays, one absent, verbal motion carries 6-0-2.

**Clerk/Treasurer Report:** Accept report dated 9/30/06; no discussion.

**Invoices:** **Motion** Trustee Gary Smith **second** Trustee Karen Kirk, to pay invoices totaling \$102,099.92; no discussion. Vote taken six ayes, zero nays, one absent, verbal motion carries 6-0-1.

**Committee Reports:** None.

**Police Report:** Presented by Trustee Karen Kirk with no discussion.

**SDDA Report:** Presented by Dr. Hale with no discussion.

**Building Inspector Report:** No report was provided.

**DPW Report:** Presented by DPW Supervisor Shane Batdroff with no discussion.

**Communications/Correspondence:** Provided for review and no discussion.

**Zoning Board of Appeals:** None.

**Public Comment:** Sandy Kay voiced opinion to limit public comment and stated attacks on Council members and DDA members not appropriate.

**Old Business:** None.

**New Business:**

- A. Motion** Trustee Russell Mackinder **second** Trustee Karen Kirk to approve Resolution 06-10-01 changing Veteran's Park hours to 8am until dark. **ROLL CALL VOTE: Ayes:** Kirk, Mullins, Smith, Mackinder, Kunzelman, Dancer. Vote taken six ayes, zero nays, one absent. Motion carries 6-0-1.
- B. Motion** Trustee Russell Mackinder **second** Trustee Karen Kirk to approve Resolution 06-10-02 setting Trick or Treat hours for Halloween to 5:30pm to 7:30pm. **ROLL CALL VOTE: Ayes:** Smith, Mullins, Kirk, Mackinder, Kunzelman, Dancer. Vote taken six ayes, zero nays, one absent. Motion carries 6-0-1.
- C. Motion:** Trustee Russell Mackinder **second** Gary Smith to hold public hearing for DDA plan amendment to be held at the next regular Council meeting on 11/6/06. Vote taken six ayes, zero nays, one absent. Motion carries 6-0-1.
- D.** Jackie Sheller presented proposal for temporary ice rink in the Veteran's Park parking lot. Discussion included insurance, maintenance, volunteers to set up rink. **Motion:** President Daniel Dancer **second** Karen Kirk to approve the temporary ice rink with the Village choosing the final location and retaining the right to close the rink if there are problems. Vote taken five ayes, one nay by Trustee Kunzelman, one absent. Motion carries 5-1-1.

**Other Business:** None.

**Public Comment:** None.

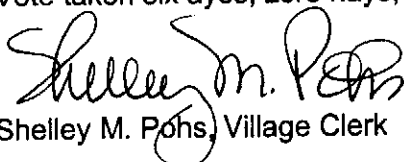
**Village Managers Report:** Paul Baker of the DDA resigned his position. Sam Mocerri was introduced as the new Village Code Enforcement Officer.

**Village Attorney Report:** None.

**7:35pm** **Motion:** Trustee Karen Kirk **second** Trustee Gary Smith to enter into closed session to discuss real estate acquisition. **ROLL CALL VOTE: Ayes –** President Daniel Dancer, Trustees Jerry Kunzelman, Russell Mackinder, Karen Kirk, Gary Smith, Richard Mullins. Vote taken six ayes, zero nays, one absent, motion carries 6-0-1. Meeting enters into closed session.

**7:50pm** **Motion:** Trustee Russell Mackinder, **second** Trustee Karen Kirk to close closed session and re-enter open session. Vote taken six ayes, zero nays, one absent. Motion carries 6-0-1. Meeting re-enters into open session.

**7:51pm** **Adjournment:** **Motion** Trustee Jerry Kunzelman **second** Trustee Karen Kirk to adjourn. Vote taken six ayes, zero nays, one absent, verbal motion carries 6-0-1.

  
Shelley M. Pohn, Village Clerk

**Village of Stockbridge  
Regular Meeting – Council Room  
December 4, 2006  
Minutes**

7:00p.m.

**CALL TO ORDER**

**Roll Call Taken**

***Present:*** President Tom Ford, Trustees Jerry Kunzelman, Russell Mackinder, Karen Kirk, Howell Wynne, Gary Smith and Richard Mullins; Manager Denise Koning, DPW Supervisor Shane Batdorff, DDA Chair Jody Leatherberry, and interested citizens.

**Pledge of Allegiance**

**Approval of Agenda:** Motion Trustee Gary Smith, **second** Trustee Russell Mackinder to accept agenda as written; no discussion. Vote taken seven ayes, zero nays, verbal motion carries 7-0.

**Approval of Regular Meeting Minutes:** Motion Trustee Gary Smith, **second** Trustee Russell Mackinder, to accept regular meeting minutes dated 11/06/2006 as written; no discussion. Vote taken seven ayes, zero nays, verbal motion carries 7-0.

**Clerk/Treasurer Report:** Accept report dated 11/28/2006; no discussion.

**Invoices:** Motion Trustee Gary Smith, **second** Trustee Karen Kirk, to pay invoices totaling \$61,821.25; no discussion. Vote taken seven ayes, zero nays, verbal motion carries 7-0.

**Committee Reports:** None

**Police Report:** No discussion.

**SDDA Report:** Presented by DDA Chair Jody Leatherberry.

**Building Inspector Report:** No discussion.

**DPW Report:** Presented by DPW Supervisor Shane Batdorff with discussion.

**Communications/Correspondence:** Provided for review and discussion.

**Zoning Board of Appeals:** None.

**Public Comment:**

- Chris Clavin of 216 S Center discussed a 4-way stop at Vernal and S Center.
- John Twining of 309 S Center discussed a 4-way stop at Vernal and S. Center.
- Heidi Pierce of 315 S Center discussed a 4-way stop at Vernal and S. Center.
- Jody Leatherberry asked about a traffic light at Clinton and M-52.

**Old Business:** None.

**New Business:**

- A. Motion** Trustee Howell Wynne, **second** Trustee Russell Mackinder, to amend the proposed procedures to allow 5 minutes for public comment. Vote taken seven ayes, zero nays, verbal motion carries 7-0.  
**Motion** Trustee Gary Smith, **second** Trustee Karen Kirk to adopt the Council procedures as amended. Vote taken seven ayes, zero nays, verbal motion carries 7-0.
- B. Motion** Trustee Gary Smith, **second** Trustee Karen Kirk, to nominate Trustee Russell Mackinder as President Pro-Tem. Vote taken seven ayes, zero nays, verbal motion carries 7-0.
- C. Motion** Trustee Richard Mullins, **second** Trustee Gary Smith to appoint Manager Denise Koning as the Council's Parliamentarian. Vote taken seven ayes, zero nays, verbal motion carries 7-0.
- D. Motion** Pro-Tem Russell Mackinder, **second** Trustee Karen Kirk to approve the following Committee Appointments:

**Standing Committees****Executive**

Tom Ford, Chair; Russell Mackinder and Gary Smith

**Ordinance**

Jerry Kunzelman, Chair; Tom Ford and Howell Wynne

**Budget & Finance**

Gary Smith, Chair; Tom Ford and Richard Mullins

**Ad-Hoc Committees****Police**

Karen Kirk, Chair; Tom Ford and Dan Dancer

**Cemetery**

Rial Ashmore, Jeff Caskey, Phyllis Stowe, Terry Ward and Stan Daly

**Planning Commission**

Howell Wynne

Vote taken seven ayes, zero nays, verbal motions carries 7-0.

- E. Motion** Trustee Gary Smith, **second** Trustee Richard Mullins, to approve the 2007 meeting schedule. Vote taken seven ayes, zero nays, verbal motions carries 7-0.
- F.** Planning Commission appointments to be placed on January 3, 2007 meeting under "Old Business".
- G. Motion** Trustee Russell Mackinder, **second** Trustee Karen Kirk, to approve Manager's recommendation to pay \$17,239 of the \$24,542.30 billed by F&V on November 15, 2006. Vote taken seven ayes, one nay, with President Tom Ford voting "No". Verbal motions carries 6-1.
- H. Motion** Trustee Howell Wynne, **second** Pro-Tem Russell Mackinder, to direct the Manager to prepare an ordinance amendment to allow for individuals or organizations to apply for a permit to allow beer in Veterans Memorial Park.  
**ROLL CALL VOTE:** Ayes – President Tom Ford, Pro-Tem Russell Mackinder, Trustee Howell Wynne: Nays – Trustees Karen Kirk, Gary Smith, Richard Mullins and Jerry Kunzelman. Vote taken three ayes, four nays. Roll call motion fails 3-4.

**I. PUBLIC HEARING**

**Motion** Trustee Gary Smith, **second** Trustee Karen Kirk to accept the DDA Plan Amendment.

**ROLL CALL VOTE:** Ayes – President Tom Ford, Pro-Tem Russell Mackinder, Trustees Karen Kirk, Jerry Kunzelman, Richard Mullins, Howell Wynne and Gary Smith.

J. Issue of DDA member Lovachis referred to Executive Committee meeting.

**K. Motion** Trustee Gary Smith, **second** Trustee Karen Kirk to accept the resignation of Howell Wynne from the DDA. Vote taken seven ayes, zero nays, verbal motion carries 7-0.

**Other Business:** None.

**Public Comment:**

- Bob Strauch discussed disorderly conduct at public meetings, the DDA-Village Council relationship and DDA member Lovachis.
- Jody Leatherberry discussed public packets, street lights, and the power pole in the Country Market parking lot.
- Chris Clavin discussed street lights.
- Robert Strauch discussed the right to speak publicly.

**Village Managers Report:** Report was provided for review and discussion.

**Village Attorney Report:** None.

8:29 p.m.

**Adjournment**

**Motion** Pro-Tem Russell Mackinder, **second** Trustee Gary Smith. Vote taken seven ayes, zero nays, verbal motion carries 7-0.

  
Shelley M. Pohn, Village Clerk



**SDDA 2006 DEVELOPMENT PLAN  
AND TAX INCREMENT FINANCING PLAN  
AMENDMENT TO INCORPORATE NEW PROJECTS**

Pursuant to the requirements of MCL 125.1664 (2), the SDDA recommends the following amendments be incorporated into the SDDA's Development Plan:

1. The boundaries of the Plan's Tax Increment Finance District are set forth in the map contained on page iv of the July 3, 1995 Plan Amendment and are not altered by this Amendment.
2. The location and extent of existing streets and other public facilities within the development area are set forth in the maps contained on pages 12 - 14 of the original Plan. The FDDA's District Zoning Map is contained on page 13. The map sets forth the designated location, character, and extent of the categories of public and private land uses existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses. The legal description of the development area is described as being located in the Village of Stockbridge, County of Ingham, to wit:

**See Legal Description of the District contained in Pages 24-26 of the July 3, 1995 Plan Amendment and are not changed in this Amendment.**

3. The description of the existing improvements in the area to be demolished, repaired, or altered, a description of any repairs or alterations, and an estimate of the time required for completion.

In the 2004 Plan Amendment, the SDDA discussed the existing parking lot being purchased as part of 122 South Clinton Street and its renovations in paragraph 3.5. The following is intended to supplement that amendment. Paragraph 3.5, as amended, should read as follows:

- 3.5 The existing parking lot purchased as part of 122 South Clinton Street is slated for major improvements in the 2006 construction season. The parking lot is legally described in Exhibit A to the 2006 Amendment. Additionally, the SDDA has secured Easements from the surrounding property owners as a supplement to that parking lot, which are attached as Exhibit B to the 2006 Amendment. A map of the new parking lot is attached as Exhibit C to the 2006 Amendment. The improvements include resurfacing of existing pavement, curbing, storm drainage correction issues, striping, and related parking improvements. The estimated cost for same is \$299,904.48, and the cost is detailed in Exhibit D to the 2006 Amendment. The above mentioned Exhibits are incorporated by reference herein.
4. The description of the location, extent, character, and estimated cost of the improvements, including rehabilitation contemplated for the development area and an estimate of the time required for completion, signage or signalization.

- 4.1 The improvements to the parking area behind 122 South Clinton Street are attached as Exhibit D and incorporated by reference herein. The improvements are being made in the 2006 construction year and are estimated to cost approximately \$299,904.48. If, due to construction timing, the improvements are not completed in the 2006 calendar year, they will be completed in 2007.
  
5. The following is a statement of construction, or stages of construction planned, and the estimated time for completion of each stage.
  - 5.1 The SDDA intends to complete the improvements to the parking lot behind 122 South Second Street in 2006, as detailed in Exhibit D. If the SDDA is unable to fund all the improvements in 2006, some of the aesthetic improvements to the parking lot may be pushed off until 2007-2009.
  
6. The description of any parts of the development area to be left as open space and the use contemplated for the space is contained in Section 1.1.1 of the 2001 Plan Amendment.
  - 6.1 This section is not being amended.
  
7. The following is a description of any portion of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.
  - 7.1 This section is not being amended, except that in exchange for obtaining the Easements attached as Exhibit B, the SDDA and the Village agreed to provide long term overnight parking to the Grantors and/or their tenants as more fully set forth in the Easement documents attached hereto as Exhibit B and incorporated by reference herein. The overnight spaces are generally correlated to the number of parking spaces the grantors gave up to the SDDA in said Easements.
  
8. The following is a description of desired zoning changes, and changes in streets, street levels, intersections, or utilities.
  - 8.1 This section is not being amended, except to the extent that the storm drains in the parking lot behind 122 South Clinton Street are being improved as set forth in Exhibit C. The basic streets, street levels and intersection remained substantially unchanged by this improvement.
  
9. The following is an estimated cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing.

The estimated cost of the following developments is less than \$1,200,000.00:

- a. Purchase of 132 East Main Street \$107,000.00
- b. Purchase of 134 East Main Street 34,000.00
- c. Clean up and auction fee for 132

	and 134 East Main Street	7,853.72
d.	Purchase of 122 South Clinton St.	300,000.00
e.	Facade Improvement Project	100,000.00
f.	Parking Lot Improvements	399,904.48 <sup>1</sup>
g.	Park Improvements	75,000.00

The SDDA proposes to finance the project through the capture of tax increments to pay the purchase prices and construction costs. The SDDA financed the auction price and clean up of 132/134 East Main Street from the proceeds of the auction. The SDDA financed the facade improvement project on 122 South Clinton Street in part from the sale proceeds. The SDDA financed the Park Project, in part, through the approved grant from the State of Michigan. The SDDA may also utilize any of the following financing mechanisms:

- a. Any Tax increment revenue bonds issued by the Village, pursuant to Section 16(1) of the DDA Act;
  - b. Any Tax increment revenue bonds issued by the SDDA, pursuant to Section 16(2) of the DDA Act;
  - c. Other advances from the Village repayable from tax increment revenues of the SDDA, which advances may be financed through obligations incurred by the Village under the Local Building Authority Act or other authorizing statutes;
  - d. Tax increment revenues on a pay-as-you-go basis; and
  - e. Other Federal or State grants or contributions, not specified above.
10. The following is a designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if the information is available to the authority.
- 10.1 The SDDA intends to keep the parking lot, once completed, so there is no change to this paragraph.
11. The procedures for bidding for the leasing, purchasing, or conveying in any manner of all or a portion of the development upon its completion, if there are no express or implied agreements between the authority and persons, natural, or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.
- 11.1 The SDDA intends to keep the parking lot, once completed, so there is no change to this paragraph.
12. It is estimated that there are less than 100 persons and families residing in the development area. It is estimated that zero (0) persons or families residing in the development area will be displaced.

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<sup>1</sup> This figure includes \$299,904.48 for the 122 South Clinton Street Parking Lot, plus \$100,000.00 for the SDDA's Post Office parking lot that is anticipated in Paragraph 3.6 of the 2004 Plan Amendments.

Since the Plan does not call for the acquisition of occupied residential property, the Plan does not include a survey of the families or individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those units in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals.

13. The following constitutes the plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

Because of the answer to Section 12, no plan for establishing priority for relocation is required.

14. The following shall constitute the provision for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the *Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, being Public Law 91-646, 42 U.S.C. Sections 4601, *et seq.*

Because of the answer to Section 12, no provision for the costs of relocating persons displaced is included.

15. No persons are being relocated in the development area, but any future relocation will be done in compliance with Act No. 227 of the Public Acts of 1972, being Sections 213.321 to 213.332 of the Michigan Compiled Laws.

16. This Plan Amendment provides for no other material that the authority, local public agency, or governing body considers pertinent.

17. This Development Plan does not provide for improvement related to a qualified facility, as defined in the *Federal Facilities Development Act*, Act No. 275 of the Public Acts of 1992.

18. The original 1986 Plan states that its duration will “terminate upon the completion of those projects specified in the development schedule (Table 1).” The 1992 Plan Amendment does not appear to have addressed the duration of the Plan. The 1995 Plan Amendment states that the “duration of the Plan is limited to the implementation of the goal [sic] and objectives.” Pursuant to this 2004 Amendment, the capturing of tax increment revenues shall continue to through taxes levied in 2014 or such later year when all obligations of the SDDA payable from tax increment revenues have been retired or satisfied. The Development Plan shall be effective until the purposes of the Development Plan are completed. No change is contemplated with this Amendment.

19. The estimated impact of tax increment financing on all taxing jurisdictions in which the

SDDA's Development Area is located was originally addressed by the SDDA in previous amendments. This Amendment does not provide any updated information in regard to this matter. This Amendment, therefore, relies upon the statement contained as Exhibit K in the 2004 Plan Amendment, regarding the impact of tax increment financing on all taxing jurisdictions. Additionally, the SDDA states:

Tax increment financing permits the SDDA to capture Tax Increment Revenues (as defined below) attributable to increases in the value of real and personal property in the Development Area. The tax increment finance procedure is governed by Act 197 of the Public Acts of 1975, as amended (the "DDA Act"). The procedures outlined below are the procedures provided by the DDA Act effective as of the date this Plan is adopted, but are subject to any changes imposed by future amendments to the DDA Act.

The Tax Increment Revenues are generated when the Current Assessed Value of all properties within the Development Area exceed the Initial Assessed Value of the properties. The amount in any one year by which the Current Assessed Exceeds the Initial Assessed Value is the Captured Assessed Value.

**Initial Assessed Value:** When the Village Council enacted the Original Plan by Ordinance in 1986, the Initial Assessed Value of Development Area was established as the assessed value, as equalized, of all the taxable property within the boundaries of the Development Area at the time that Ordinance was approved, as shown by the then most recent assessment roll of the Village for which equalization had been completed, prior to the adoption of the 1986 Original Plan by Ordinance. Property exempt from taxation at the time of the determination of the Initial Assessed Value was included as zero. However, in determining the Initial Assessed Value, property for which a "specific local tax" was paid in lieu of a property tax was not considered to be property that was exempt from taxation. A "specific local tax" is defined in the DDA Act and includes "Industrial Facilities Taxes" levied under 1974 PA 198, taxes levied under the *Technology Park Development Act*, 1984 PA 385, and taxes levied on lessees and users of tax-exempt property under 1953 PA 189. The Initial Assessed Value or Current Assessed Value of property subject to a specific local tax was determined by calculating the quotient of the specific local tax paid divided by the *ad valorem* millage rate, or by other method as prescribed by the state tax commission.

**Current Assessed Value:** Each year the "Current Assessed Value" of the Development Area will be determined. The Current Assessed Value of the Development Area is the taxable value of the property in the Development Area.

**Captured Assessed Value:** The amount by which the Current Assessed Value exceeds its Initial Assessed Value in any one year is the "Captured Assessed Value."

**Tax Increment Revenues:** For the duration of the Plan, taxing jurisdictions will continue to receive tax revenues based upon the Initial Assessed Value of the Development Area. The SDDA will receive that portion of the *ad valorem* tax levy of all taxing jurisdictions on the Captured Assessed Value of the taxable property in the Development Area, other than the State, local school district, and intermediate school district tax levies, and specific local taxes attributable to such *ad valorem* property taxes

(the "Tax Increment Revenues"), subject to limitations and exemptions which may be contained in the DDA Act, this Tax Increment Financing Plan, and the provisions of any agreements for the sharing of Captured Assessed Value.

Increases in the Current Assessed Values which generate Tax Increment Revenues can result from any of the following:

- a. Construction of new developments.
- b. New rehabilitation, remodeling alterations, or additions.
- c. Increases in property values which occur for any other reason.

Tax Increment Revenues can be used as they accrue annually, can be held to accumulate amounts necessary to make improvements described in the Plan, or can be pledged for payment of bonds or notes issued by the SDDA or the Village under the DDA Act. Further, the SDDA may not borrow money or issue revenue notes without the prior approval of the Village. The SDDA may expend tax increment revenues only in accordance with this Plan; surplus revenues revert proportionally to the respective taxing jurisdictions.

20. Adoption of these Amendments. The Village of Stockbridge before adopting an Ordinance approving these 2006 Amendments, shall hold a public hearing on this development plan and seek input and approval from the Citizens Advisory Committee. At the time of the hearing, the Village Council shall provide all interested persons an opportunity to be heard and shall receive and consider communications in writing with reference thereto. The hearing shall provide the fullest opportunity for expression of opinion, for argument of merits, and for introduction of documentary evidence pertinent to the development plan. The Village Council shall make and preserve a record of the public hearing, including all data presented at that time. All provision of the Original 1986 Plan, the 1992 Plan Amendment, the 1995 Plan Amendments, and the 2004 Plan Amendments, not modified by these amendments to the Plan shall remain in full force and effect.

Drafted By:  
John L. Gormley (P-53539)  
Gormley and Johnson Law Offices, PLC  
101 East Grand River Avenue  
Post Office Box 935  
Fowlerville, Michigan 48836  
(517) 223-3758

**EXHIBIT A**  
122 South Clinton Street  
[parking lot legal description]

Village of Stockbridge, County of Ingham, and the State of Michigan, to wit:

The South 44 feet of Lot 9 and the North 24 feet of Lot 10, Block 11, Village of Stockbridge, County of Ingham, State of Michigan, according to the recorded Plat thereof.

The North 41 feet of Lot 3, Block 11, Original Plat, Village of Stockbridge, County of Ingham, State of Michigan, according to the recorded Plat thereof, as recorded September 14, 1843 in Liber 5 of Deeds, Page 1, Ingham County Records.

Commencing 33 feet North of the Southeast corner of Lot 11, Block 11 of the Village of Stockbridge, according to recorded plat thereof; thence West to a point 33 feet North of the Southwest corner of Lot 2 of said Block 11; thence North along the West line of Lots 2 and 3 to a point 25 feet North of the Southwest corner of Lot 3, Block 11; thence East to the West line of Lot 10 at a point 25 feet North of the Southwest corner of said Lot 10; thence North along the West side of Lot 10, 17 feet; thence East to the East line of Lot 10 at a point 42 feet North of the Southeast corner of Lot 10; thence South to point of beginning.

Commonly known as 122 S Clinton, Stockbridge, Michigan 49285

Sidwell No. 33 42 16 27 233 021



**EXHIBIT B**  
**Easements**

## **PARKING LOT EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Floramae S. Hancock Revocable Living Trust, UAD July 6, 1994 whose address is 1850 Saxon Street, Ann Arbor, Michigan 48103 (the "Owner"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, paid to them by **Village of Stockbridge Downtown Development Authority**, whose address is 115 East Elizabeth Street, P.O. Box 155, Stockbridge, MI 49285, (the "Grantee"), does hereby convey, grant and release to the GRANTEE, its successors and assigns, a permanent and exclusive easement and right-of-way in which to build, install, construct, inspect, operate, maintain, regulate and enforce, repair and replace public service or utility components consisting of a public parking lot with storm sewers, curb, gutter, parking lot stripping, sidewalks, and other any public service or utility facilities, or any combinations thereof, including public ingress and egress and other related improvements necessary to provide such public services (the "Improvements") over, across, under, and through the following parcels of land situated in the Village of Stockbridge, the County of Ingham, State of Michigan, known as the parent parcel, and described as:

SEE ATTACHED EXHIBIT A, Part I

(the "Property"), together with the right of ingress and egress to, from, and over said lands.

The easement located on the Property shall consist of a Permanent Easement and a Construction Easement as more specifically described below.

SEE ATTACHED EXHIBIT A, Part II

The Grantee may remove pavement, fences, shrubs, trees, or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein.

The Owner shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or any other construction of any kind or nature upon, over, or under the above-described Permanent Easement without the prior written consent of the Grantee.

The Owner, and its successors or assigns, agrees that if any buildings or other structures are constructed, remodeled, or expanded, by it, its successors or assigns, near or adjacent to said Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that the Grantee may perform the work, of constructing, maintaining, replacing and repairing, the improvements installed within the easement, the Owner shall assume such expense for support, shoring and bracing; provided, however, that the Grantee shall consult with the Owner, its Successors and assigns, before performing the work with respect to alternative methods of construction, repair, improvement, maintenance, or replacement. The Owner and the Grantee shall confer promptly and shall avoid jeopardizing the health, welfare, and safety of the

public by unnecessary delays in consultation.

The Owner grants and assigns to the Grantee and the Village of Stockbridge all the right to regulate and enforce any Village Ordinances or State Laws regulating the parking or operation of motor vehicles, bicycles, scooters, skateboards, or any other like items within said easement area. Owner understands that Grantee will be using said permanent easement area for a municipal parking lot #4, open to the public, in accordance with municipal ordinance and state motor vehicle laws.

*Reservation of Overnight Parking Rights.* Pursuant to Article X, Section 260 (d) (1) of the Village of Stockbridge Zoning Ordinance, the Village of Stockbridge hereby grants and confers onto the Owner the right to have second floor residential tenants only from the property described in Exhibit A, Part I, park -4- vehicles overnight in the newly created municipal parking lot number 4, or other municipal parking lot as designated by Resolution of the Village from time to time, in consideration for granting said easement to the Village of Stockbridge Downtown Development Authority. This Easement is being additionally executed by the Village of Stockbridge to confirm said reservation.

The Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, only for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction (other than the original installation), maintenance, repair, or replacing of the improvements owned by the Grantee resulting from these additional easements and the presence of gas, electric, or telephone structures and lines, shall be assumed by the owners of the structures or lines causing such extra expense.

This Agreement shall be binding on and inure for the benefit of the parties hereto, their heirs, representatives, successors, and assigns. The rights granted in this Agreement may be assigned by Grantee in the whole or in part.

Owner represents and guarantees that Owner owns the property described in Exhibit A, Part I in fee simple, without lien or mortgage, unless noted herein.

If the parties are required to go to court to enforce their rights under this Agreement, the losing party shall pay the victorious parties actual attorney fees and costs.

Executed this 28<sup>th</sup> day of March, 2006.

Owner:

David Hancock *By Durable Power of Attorney executed October 29, 2001*

Floramae S. Hancock Revocable Living Trust, UAD July 6, 1994.

By Its Trustee: Floramae S. Hancock

Dated: 3/28/06

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2006.

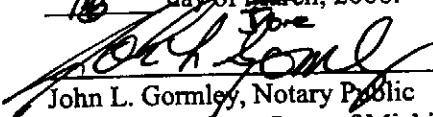
John L. Gormley  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

Grantee:

  
Mr. Jody Leatherberry  
Chairperson of the Village of Stockbridge  
Downtown Development Authority

Dated: 06/15/06

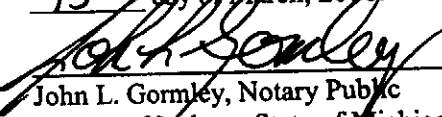
Subscribed and sworn to before me this  
15 day of ~~March~~ <sup>June</sup>, 2006.

  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

NOW COMES the Village of Stockbridge, by and through its President, and executes this easement agreement solely to confirm its acceptance of the number of parking spaces being reserved under Reservation of Overnight Parking Rights paragraph contained herein.

  
Mr. Daniel Dancer  
President of the Village of Stockbridge  
Dated: 6/15/2006

Subscribed and sworn to before me this  
15 day of ~~March~~, 2006.

  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

Prepared By:  
John L. Gormley (P-53539)  
Gormley and Johnson Law Offices, PLC  
Attorney for the Stockbridge Downtown Development Authority  
101 East Grand River Ave.  
P.O. Box 935  
Fowlerville, MI 48836  
(517) 223-3758

# EXHIBIT A TO PARKING LOT EASEMENT AGREEMENT

## Part I

PARCEL NO. 33-42-16-27-233-002

### PARENT PARCEL'S PROPERTY DESCRIPTION:

Lot 6, Block 11, Village of Stockbridge, Ingham County, Michigan, as recorded in Liber 5 of Deeds, page 1 Ingham County Records, Exception therefrom: Beginning at a point 6.38 feet Northwest of the Northeast corner of Lot No. 6, thence South 36 feet, thence East 2 feet, thence South 22 feet more or less to the South Line thence east to the Southeast Corner of Lot 6, then Northwesterly to the point of beginning.

## Part II

### PERMANENT AND CONSTRUCTION EASEMENT OVER PARENT PARCEL:

THAT PART OF LOT 6, BLOCK 11, OF THE ORIGINAL PLAT, VILLAGE OF STOCKBRIDGE, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF DEEDS, PAGE 1, INGHAM COUNTY RECORDS DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N 00°34'15" W, 24.94 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTH FACE OF A BUILDING; THENCE S 89°16'42" E, 62.00 FEET ALONG SAID SOUTH FACE OF A BUILDING TO THE EAST LINE OF SAID LOT 6; THENCE S 00°33'49" E, 23.52 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S 89°24'41" W, 61.98 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.

**Real Estate Power of Attorney**

I, FLORAMAE SCHLENKER HANCOCK, of 1850 Saxon, Ann Arbor, Michigan 48103, designate DAVID J. HANCOCK, as attorney-in-fact (my "agent") to act on my behalf as follows:

(1) Buy, sell, mortgage, lease, manage and administer the real property described in Addendum A; (2) collect sale or lease proceeds due to me; (3) endorse funds for deposit to my account; (4) consent to the disbursement from proceeds due to me for charges payable by me; and (5) execute and deliver deeds, leases, or other documents to accomplish these purposes.

I grant my agent full power and authority to act on my behalf in all matters as fully and effectively as I could do personally.

Anyone may rely upon this Power of Attorney and the acts of my agent, whether done before or after my death or revocation of this Power of Attorney, until actual notice of death or revocation is received. No one shall incur any liability to me or my estate from relying on the provisions of this Power of Attorney or the acts or representations of my agent. If anyone fails to act in accordance with an agent's instructions, it shall be deemed failure to act in accordance with my instructions, with similar liability for failing to act, and I authorize my agent to sue such party on my behalf.

This Durable Power of Attorney shall not be affected by my disability, shall continue in effect until my death or until revoked by me in writing, and shall not be affected by the passage of time.

Photocopies of this signed Power of Attorney shall have for all purposes the same effect and authority as the signed original.

Dated: ~~September 29~~, 2001  
*October*

Witnesses:

*Kristi Brewster*  
Kristi Brewster

*Kristen Smith*  
Kristen Smith

*Floramae Schlenker Hancock*  
Floramae Schlenker Hancock

Acknowledged before me in Washtenaw County, Michigan on ~~September 29~~ *October 29*, 2001, by  
FLORAMAE SCHLENKER HANCOCK.

*Kristi Brewster*

Notary Public, \_\_\_\_\_ County, MI  
My commission expires:

Prepared by:  
Alan E. Price  
Hooper, Hathaway, Price, Beuche & Wallace  
126 South Main Street, Ann Arbor, Michigan 48104 (734) 662-4426

KRISTI BREWSTER  
Notary Public, Jackson County, MI  
Acting in Ingham Co., MI  
My Commission Expires 04/25/2004

**Addendum A to Real Estate Power of Attorney**  
**Page 1 of 1**

The real property located in the City of Ann Arbor, Washtenaw County, Michigan, described as follows:

Lot One Hundred Twenty of Killins Heights Addition to the City of Ann Arbor,  
Washtenaw County, Michigan, according to the recorded plat thereof and subject to  
restrictions of record

The real property located in the Village of Stockbridge, Ingham County, Stockbridge, Michigan, described  
as follows:

(sv-70) Lot 6 EXC E 4 FT Block 11. Village of Stockbridge.

## **PARKING LOT EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that VJO. Enterprises, Inc. whose address is 510 Mechanic Street, Stockbridge, Michigan 49285 (the "Owner"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, paid to them by **Village of Stockbridge Downtown Development Authority**, whose address is 115 East Elizabeth Street, P.O. Box 155, Stockbridge, MI 49285, (the "Grantee"), does hereby convey, grant and release to the GRANTEE, its successors and assigns, a permanent and exclusive easement and right-of-way in which to build, install, construct, inspect, operate, maintain, regulate and enforce, repair and replace public service or utility components consisting of a public parking lot with storm sewers, curb, gutter, parking lot stripping, sidewalks, and other any public service or utility facilities, or any combinations thereof, including public ingress and egress and other related improvements necessary to provide such public services (the "Improvements") over, across, under, and through the following parcels of land situated in the Village of Stockbridge, the County of Ingham, State of Michigan, known as the parent parcel, and described as:

SEE ATTACHED EXHIBIT A, Part I

(the "Property"), together with the right of ingress and egress to, from, and over said lands.

The easement located on the Property shall consist of a Permanent Easement and a Construction Easement as more specifically described below.

SEE ATTACHED EXHIBIT A, Part II

The Grantee may remove pavement, fences, shrubs, trees, or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein.

The Owner shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or any other construction of any kind or nature upon, over, or under the above-described Permanent Easement without the prior written consent of the Grantee.

The Owner, and its successors or assigns, agrees that if any buildings or other structures are constructed, remodeled, or expanded, by it, its successors or assigns, near or adjacent to said Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that the Grantee may perform the work, of constructing, maintaining, replacing and repairing, the improvements installed within the easement, the Owner shall assume such expense for support, shoring and bracing; provided, however, that the Grantee shall consult with the Owner, its Successors and assigns, before performing the work with respect to alternative methods of construction, repair, improvement, maintenance, or replacement. The Owner and the Grantee shall confer promptly and shall avoid jeopardizing the health, welfare, and safety of the public by unnecessary delays in consultation.



The Owner grants and assigns to the Grantee and the Village of Stockbridge all the rights to regulate and enforce any Village Ordinances or State Laws regulating the parking or operation of motor vehicles, bicycles, scooters, skateboards, or any other like items within said easement area. Owner understands that Grantee will be using said permanent easement area for a municipal parking lot #4, open to the public, in accordance with municipal ordinance and state motor vehicle laws.

12 516 160

*Reservation of Overnight Parking Rights.* Pursuant to Article X, Section 260 (d) (1) of the Village of Stockbridge Zoning Ordinance, the Village of Stockbridge hereby grants and confers onto the Owner the right to have second floor residential tenants only from the property described in Exhibit A, Part I, park ~~75~~ vehicles overnight in the newly created municipal parking lot number 4, or other municipal parking lot as designated by Resolution of the Village from time to time, in consideration for granting said easement to the Village of Stockbridge Downtown Development Authority. This Easement is being additionally executed by the Village of Stockbridge to confirm said reservation

The Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, only for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction (other than the original installation), maintenance, repair, or replacing of the improvements owned by the Grantee resulting from these additional easements and the presence of gas, electric, or telephone structures and lines, shall be assumed by the owners of the structures or lines causing such extra expense.

This Agreement shall be binding on and inure for the benefit of the parties hereto, their heirs, representatives, successors, and assigns. The rights granted in this Agreement may be assigned by Grantee in the whole or in part.

Owner represents and guarantees that Owner owns the property described in Exhibit A, Part I in fee simple, without lien or mortgage, unless noted herein.

If the parties are required to go to court to enforce there rights under this Agreement, the losing party shall pay the victorious parties actual attorney fees and costs.

Executed this 28<sup>th</sup> day of March, 2006.

Owner:

V. Jack Owens  
VJO Enterprises, Inc.  
By Its President Vincent J. Owens (516)  
Dated: 3/28/06

Subscribed and sworn to before me this  
28<sup>th</sup> day of March, 2006

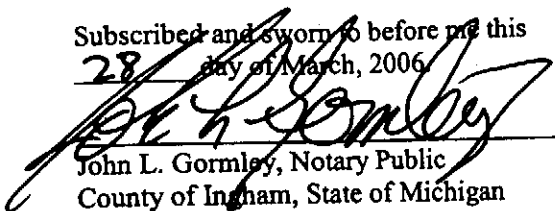
John L. Gormley  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

Grantee:

  
Mr. Jody Featherberry  
Chairperson of the Village of Stockbridge  
Downtown Development Authority

Dated: 3/28/06

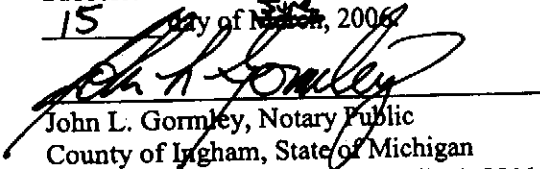
Subscribed and sworn to before me this  
28 day of March, 2006

  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

NOW COMES the Village of Stockbridge, by and through its President, and executes this easement agreement solely to confirm its acceptance of the number of parking spaces being reserved under Reservation of Overnight Parking Rights paragraph contained herein.

  
Mr. Daniel Dancer  
President of the Village of Stockbridge  
Dated: 10/15/2006

Subscribed and sworn to before me this  
15 day of March, 2006

  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

Prepared By:  
John L. Gormley (P-53539)  
Gormley and Johnson Law Offices, PLC  
Attorney for the Stockbridge Downtown Development Authority  
101 East Grand River Ave.  
P.O. Box 935  
Fowlerville, MI 48838  
(517) 223-3758

# EXHIBIT A TO PARKING LOT EASEMENT AGREEMENT

## Part I

PARCEL NO. 33-42-16-27-233-007  
PARCEL NO. 33-42-16-27-233-021

### PARENT PARCELS' PROPERTY DESCRIPTION:

A parcel of land being a part of Lots 2, 3, 9, 10, and 11 of Block 11 of the Original Plat, Village of Stockbridge, Ingham County, Michigan, as recorded in Liber 5 of Deeds, Page 1, Ingham County Records, said parcel being more particularly described as follows: Commencing at the southeast corner of the North ½ of said Lot 11 of Block 11; thence West along the South line of the North ½ of Lots 2 and 11 of Block 11 a distance of 167.00 feet; thence North 79.00 feet; thence East 33.00 feet; thence North 17.50 feet; thence East 16.00 feet; thence North 46.32 feet; thence East parallel with the North line of Lot 9, Block 11, a distance of 118.62 feet to the East line of Lot 9 of Block 11; thence South along the East line of Lots 9, 10, and 11 of Block 11 a distance of 142.77 feet to the point of beginning, containing 0.483 acres, more or less, and subject to easements, restrictions, and reservations of record or use, if any.

## Part II

### PERMANENT AND CONSTRUCTION EASEMENT OVER PARENT PARCEL:

THAT PART OF LOTS 2, 3, 9, AND 10, BLOCK 11, OF THE ORIGINAL PLAT, VILLAGE OF STOCKBRIDGE, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF DEEDS, PAGE 1, INGHAM COUNTY RECORDS DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2 WHICH IS N 89°26'13" E, 96.24 FEET FROM THE WEST LINE OF SAID LOT 2; THENCE N 00°45'27" W, 79.00 FEET; THENCE N 89°14'33" E, 33.00 FEET; THENCE N 00°45'27" W, 17.50 FEET; THENCE N 89°14'33" E, 16.00 FEET; THENCE N 00°45'27" W, 46.32 FEET TO THE SOUTH LINE OF THE NORTH 22 FEET OF SAID LOT 9; THENCE N 89°24'47" E, 20.68 FEET ALONG SAID SOUTH LINE TO THE WEST FACE OF A BUILDING; THENCE S 00°39'20" E, 66.59 FEET ALONG SAID BUILDING FACE; THENCE S 89°35'17" W, 16.42 FEET ALONG SAID BUILDING FACE; THENCE S 01°04'57" E, 17.59 FEET ALONG SAID BUILDING FACE; THENCE S 89°25'13" W, 32.48 FEET ALONG SAID BUILDING FACE; THENCE S 00°17'19" E, 58.85 FEET ALONG SAID BUILDING FACE TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2; THENCE S 89°26'13" W, 20.28 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

## **PARKING LOT EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Paul R. Spadafore whose address is Post Office Box 608, Stockbridge, Michigan 49285 (the "Owner"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, paid to them by **Village of Stockbridge Downtown Development Authority**, whose address is 115 East Elizabeth Street, P.O. Box 155, Stockbridge, MI 49285, (the "Grantee"), does hereby convey, grant and release to the GRANTEE, its successors and assigns, a permanent and exclusive easement and right-of-way in which to build, install, construct, inspect, operate, maintain, regulate and enforce, repair and replace public service or utility components consisting of a public parking lot with storm sewers, curb, gutter, parking lot stripping, sidewalks, and other any public service or utility facilities, or any combinations thereof, including public ingress and egress, and other related improvements necessary to provide such public services (the "Improvements") over, across, under, and through the following parcels of land situated in the Village of Stockbridge, the County of Ingham, State of Michigan, known as the parent parcel, and described as:

SEE ATTACHED EXHIBIT A, Part I

(the "Property"), together with the right of ingress and egress to, from, and over said lands.

The easement located on the Property shall consist of a Permanent Easement and a Construction Easement as more specifically described below.

SEE ATTACHED EXHIBIT A, Part II

The Grantee may remove pavement, fences, shrubs, trees, or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein.

The Owner shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or any other construction of any kind or nature upon, over, or under the above-described Permanent Easement without the prior written consent of the Grantee. The Grantee hereby grants approval for the Grantor to construct a fire escape/stairway on the easement area, if required by applicable building codes, to occupy the second floor (provided same does not damage the Grantee's improvements as outlined herein).

The Owner, and its successors or assigns, agrees that if any buildings or other structures are constructed, remodeled, or expanded, by it, its successors or assigns, near or adjacent to said Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that the Grantee may perform the work, of constructing, maintaining, replacing and repairing, the improvements installed within the easement, the Owner shall assume such expense for support, shoring and bracing; provided, however, that the Grantee shall consult with the Owner, its Successors and assigns, before performing the work with

respect to alternative methods of construction, repair, improvement, maintenance, or replacement. The Owner and the Grantee shall confer promptly and shall avoid jeopardizing the health, welfare, and safety of the public by unnecessary delays in consultation.

The Owner grants and assigns to the Grantee and the Village of Stockbridge all the rights to regulate and enforce any Village Ordinances or State Laws regulating the parking or operation of motor vehicles, bicycles, scooters, skateboards, or any other like items within said easement area. Owner understands that Grantee will be using said permanent easement area for a municipal parking lot #4, open to the public, in accordance with municipal ordinance and state motor vehicle laws.

*Reservation of Overnight Parking Rights.* Pursuant to Article X, Section 260 (d) (1) of the Village of Stockbridge Zoning Ordinance, the Village of Stockbridge hereby grants and confers onto the Owner the right to have second floor residential tenants only from the property described in Exhibit A, Part I, park -2- vehicles overnight in the newly created municipal parking lot number 4, or other municipal parking lot as designated by Resolution of the Village from time to time, in consideration for granting said easement to the Village of Stockbridge Downtown Development Authority. This Easement is being additionally executed by the Village of Stockbridge to confirm said reservation.

The Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, only for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction (other than the original installation), maintenance, repair, or replacing of the improvements owned by the Grantee resulting from these additional easements and the presence of gas, electric, or telephone structures and lines, shall be assumed by the owners of the structures or lines causing such extra expense.

This Agreement shall be binding on and inure for the benefit of the parties hereto, their heirs, representatives, successors, and assigns. The rights granted in this Agreement may be assigned by Grantee in the whole or in part.

Owner represents and guarantees that Owner owns the property described in Exhibit A, Part I in fee simple, without lien or mortgage, unless noted herein.

If the parties are required to go to court to enforce their rights under this Agreement, the losing party shall pay the victorious parties actual attorney fees and costs.

Executed this 15<sup>th</sup> day of June, 2006.

Owner:

Paul R. Spadafore  
Paul R. Spadafore, a married man  
Dated: 6/15/06

Subscribed and sworn to before me this  
15 day of June, 2006.

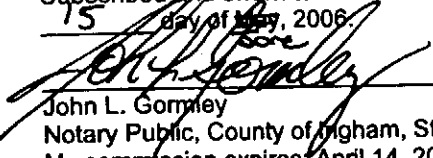
John L. Gormley  
John L. Gormley  
Notary Public, County of Ingham, State of Michigan  
My commission expires: April 14, 2011  
Acting in the County of Ingham

Grantee:


  
Mr. Jody Leatherberry  
Chairperson of the Village of Stockbridge  
Downtown Development Authority

Dated: 6/15/06

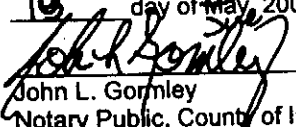
Subscribed and sworn to before me this  
15 day of ~~May~~ June, 2006.

  
John L. Gormley  
Notary Public, County of Ingham, State of Michigan  
My commission expires: April 14, 2011  
Acting in the County of Ingham

NOW COMES the Village of Stockbridge, by and through its President, and executes this easement agreement solely to confirm its acceptance of the number of parking spaces being reserved under Reservation of Overnight Parking Rights paragraph contained herein.

  
Mr. Daniel Dancer  
President of the Village of Stockbridge  
Dated: 6/15/06

Subscribed and sworn to before me this  
16 day of ~~May~~ June, 2006.

  
John L. Gormley  
Notary Public, County of Ingham, State of Michigan  
My commission expires: April 14, 2011  
Acting in the County of Ingham

Prepared By:  
John L. Gormley (P-53539)  
Gormley and Johnson Law Offices, PLC  
Attorney for the Stockbridge Downtown Development Authority  
101 East Grand River Avenue  
Post Office Box 935  
Fowlerville, Michigan 48836  
(517) 223-3758

# EXHIBIT A TO PARKING LOT EASEMENT AGREEMENT

## Part I

PARCEL NO. 33-42-16-27-233-004

### PARENT PARCEL'S PROPERTY DESCRIPTION:

THE SECOND STORY OF A TWO STORY BRICK BUILDING ON A LOT PURCHASED OF ALBERT L. FORBES AND SITUATED IN THE VILLAGE OF STOCKBRIDGE AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT 26 FEET SOUTH AND 82 FEET WEST OF THE NORTHEAST CORNER OF BLOCK NUMBER 11 IN SAID VILLAGE ACCORDING TO THE RECORDED PLAT THEREOF DRAWN BY SILAS BEEBE, JR. AND RUNNING THENCE WEST 21 ½ FEET THENCE NORTH TO HIGHWAY (MAIN STREET) ABOUT 60 FEET, THENCE EASTERLY ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK NUMBER 11 TO A POINT DUE NORTH OF THE FIRST DESCRIBED POINT, THENCE SOUTH TO THE PLACE OF BEGINNING - ABOUT 53 FEET. SUBJECT TO RECIPROCAL RIGHTS AND OBLIGATIONS OF THE OWNERS OF THE REST OF THE REAL ESTATE AS SET FORTH IN THE DEED RECORDED IN LIBER 105 OF DEEDS ON PAGE 265 OF THE INGHAM COUNTY REGISTER OF DEEDS' OFFICE.

AND ALSO BEGINNING AT A POINT WHICH IS 35 ½ FEET SOUTH AND 103 ½ FEET WEST OF THE NORTHEAST CORNER OF BLOCK NUMBER 11 ACCORDING TO THE RECORDED PLAT OF SAID VILLAGE DRAWN BY SILAS BEEBE, JR. AND RUNNING THENCE WEST 22 ½ FEET, THENCE NORTH TO THE NORTH LINE OF SAID BLOCK (ABOUT 78 FEET) THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID BLOCK TO A POINT DUE NORTH OF THE FIRST DESCRIBED POINT, THENCE SOUTH TO THE PLACE OF BEGINNING. RIGHT OF WAY IS ALSO HEREBY GRANTED TO SECOND PARTY OVER A STRIP OF LAND 10 FEET IN WIDTH ADJOINING THE WITHIN CONVEYED LAND ON THE WEST AND EXTENDING AROUND SAID CONVEYED LAND ON THE SOUTH WHERE SAID PASSAGE WAY IS TO BE TWELVE FEET IN WIDTH, SAID PASSAGE OR ALLEYWAYS TO BE KEPT CLEAR AND USED JOINTLY WITH OTHER PARTIES.

AND ALSO BEGINNING AT A POINT WHICH IS 35 ½ FEET SOUTH AND 136 FEET WEST OF THE NORTHEAST CORNER OF BLOCK NUMBER 11 OF THE VILLAGE OF STOCKBRIDGE, ACCORDING TO THE RECORDED PLAT THEREOF AS MADE BY SILAS BEEBE, JR. RUNNING THENCE WEST 2 FEET, THENCE NORTH TO THE NORTH LINE OF SAID BLOCK 11, ABOUT 82 FEET, THENCE EASTERLY ALONG SAID BLOCK LINE TO A POINT DUE NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH TO THE PLACE OF BEGINNING. IT IS ALSO MUTUALLY AGREED THAT SHOULD WILLIAM S. MAY AND JENNIE S. MAY, HIS WIFE, OR THEIR ASSIGNS, AT ANY TIME WISH TO BUILD ON THE WEST SIDE OF ABOVE CONVEYED LAND THAT SECOND PARTY IS TO CONVEY BY DEED ALL OF THE LAND AND THE BRICK WALL AND STONE FOUNDATION TO BE ERECTED ON SAID LAND TO A POINT WHICH SHALL TAKE IN AND INCLUDE ONE-HALF OF SAID BRICK WALL IN WIDTH WITH PRIVILEGE TO BUILD THERETO, FOR WHICH THE SAID WILLIAM S. MAY AND JENNIE S. MAY, HIS WIFE, OR THEIR ASSIGNS, ARE TO PAY ONE HUNDRED SEVENTY-FIVE (\$175.00) DOLLARS, AS SET FORTH IN DEED RECORDED IN LIBER 143 OF DEEDS ON PAGE 198 OF THE REGISTER OF DEEDS' OFFICE FOR INGHAM COUNTY, MICHIGAN.

## Part II

PERMANENT AND CONSTRUCTION EASEMENT OVER PARENT PARCEL:

### EASEMENT " A" DESCRIPTION FOR PARCEL 33-42-16-27-233-004

THAT PART OF LOT 7, BLOCK 11, OF THE ORIGINAL PLAT, VILLAGE OF STOCKBRIDGE, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF DEEDS, PAGE 1, INGHAM COUNTY RECORDS, DESCRIBED AS: BEGINNING AT A POINT 51.5 FEET SOUTH AND 82.0 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 11; THENCE WEST 21.5 FEET; THENCE NORTH 12.0; THENCE EAST 21.5 FEET; THENCE SOUTH 12.0 FEET TO THE POINT OF BEGINNING.

-AND-

### EASEMENT " B" DESCRIPTION FOR PARCEL 33-42-16-27-233-004

THAT PART OF LOT 7, BLOCK 11, OF THE ORIGINAL PLAT, VILLAGE OF STOCKBRIDGE, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF DEEDS, PAGE 1, INGHAM COUNTY RECORDS, DESCRIBED AS: BEGINNING AT A POINT 51.5 FEET SOUTH AND 103.5 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 11; THENCE WEST 22.5 FEET; THENCE NORTH 16.6 FEET MORE OR LESS TO THE SOUTH FACE OF A BUILDING; THENCE EASTERLY ALONG SAID SOUTH BUILDING FACE 18.8 FEET TO A CORNER OF SAID BUILDING; THENCE NORTHERLY 17.5 FEET TO A CORNER OF SAID BUILDING; THENCE EASTERLY ALONG SAID SOUTH BUILDING FACE 3.2 FEET MORE OR LESS TO A POINT DUE NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 33.7 FEET MORE OR LESS TO THE POINT OF BEGINNING



## **PARKING LOT EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Dec's Holding Company, a Michigan Corporation whose address is 711 Wood Street, Stockbridge, Michigan 49285 (the "Owner"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, paid to them by **Village of Stockbridge Downtown Development Authority**, whose address is 115 East Elizabeth Street, P.O. Box 155, Stockbridge, MI 49285, (the "Grantee"), does hereby convey, grant and release to the GRANTEE, its successors and assigns, a permanent and exclusive easement and right-of-way in which to build, install, construct, inspect, operate, maintain, regulate and enforce, repair and replace public service or utility components consisting of a public parking lot with storm sewers, curb, gutter, parking lot stripping, sidewalks, and other any public service or utility facilities, or any combinations thereof, including public ingress and egress, and other related improvements necessary to provide such public services (the "Improvements") over, across, under, and through the following parcels of land situated in the Village of Stockbridge, the County of Ingham, State of Michigan, known as the parent parcel, and described as:

SEE ATTACHED EXHIBIT A, Part I

(the "Property"), together with the right of ingress and egress to, from, and over said lands.

The easement located on the Property shall consist of a Permanent Easement and a Construction Easement as more specifically described below.

SEE ATTACHED EXHIBIT A, Part II

The Grantee may remove pavement, fences, shrubs, trees, or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein.

The Owner shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or any other construction of any kind or nature upon, over, or under the above-described Permanent Easement without the prior written consent of the Grantee.

The Owner, and its successors or assigns, agrees that if any buildings or other structures are constructed, remodeled, or expanded, by it, its successors or assigns, near or adjacent to said Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that the Grantee may perform the work, of constructing, maintaining, replacing and repairing, the improvements installed within the easement, the Owner shall assume such expense for support, shoring and bracing; provided, however, that the Grantee shall consult with the Owner, its Successors and assigns, before performing the work with respect to alternative methods of construction, repair, improvement, maintenance, or replacement. The Owner and the Grantee shall confer promptly and shall avoid jeopardizing the health, welfare, and safety of the public by unnecessary delays in

consultation.

The Owner grants and assigns to the Grantee and the Village of Stockbridge all the rights to regulate and enforce any Village Ordinances or State Laws regulating the parking or operation of motor vehicles, bicycles, scooters, skateboards, or any other like items within said easement area. Owner understands that Grantee will be using said permanent easement area for a municipal parking lot #4, open to the public, in accordance with municipal ordinance and state motor vehicle laws.

**Reservation of Overnight Parking Rights.** Pursuant to Article X, Section 260 (d) (1) of the Village of Stockbridge Zoning Ordinance, the Village of Stockbridge hereby grants and confers onto the Owner the right to have second floor residential tenants only from the property described in Exhibit A, Part I, park -5- vehicles overnight in the newly created municipal parking lot number 4, or other municipal parking lot as designated by Resolution of the Village from time to time, in consideration for granting said easement to the Village of Stockbridge Downtown Development Authority. This Easement is being additionally executed by the Village of Stockbridge to confirm said reservation.

The Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, only for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction (other than the original installation), maintenance, repair, or replacing of the improvements owned by the Grantee resulting from these additional easements and the presence of gas, electric, or telephone structures and lines, shall be assumed by the owners of the structures or lines causing such extra expense.

This Agreement shall be binding on and inure for the benefit of the parties hereto, their heirs, representatives, successors, and assigns. The rights granted in this Agreement may be assigned by Grantee in the whole or in part.

Owner represents and guarantees that Owner owns the property described in Exhibit A, Part I in fee simple, without lien or mortgage, unless noted herein.

If the parties are required to go to court to enforce there rights under this Agreement, the losing party shall pay the victorious parties actual attorney fees and costs.

Executed this 28<sup>th</sup> day of March, 2006.

Owner:

Sally Hurst  
Dec's Holding Company  
By Its President ~~Elizabeth Ford~~ Sally Hurst  
Dated: 3/28/06

Elizabeth Ford  
Dec's Holding Company  
By Its Secretary Elizabeth Ford  
Dated 3/28/06

Subscribed and sworn to before me this  
28<sup>th</sup> day of March, 2006.

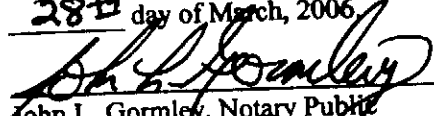
John L. Gormley  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

Grantee:

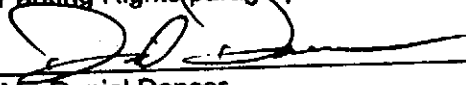
  
Mr. Jody Leatherberry  
Chairperson of the Village of Stockbridge  
Downtown Development Authority

Dated: 3/28/06

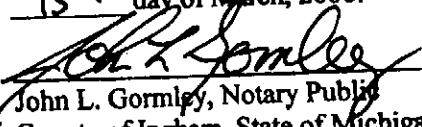
Subscribed and sworn to before me this  
28<sup>th</sup> day of March, 2006.

  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

NOW COMES the Village of Stockbridge, by and through its President, and executes this easement agreement solely to confirm its acceptance of the number of parking spaces being reserved under Reservation of Overnight Parking Rights paragraph contained herein.

  
Mr. Daniel Dancer  
President of the Village of Stockbridge  
Dated: 6/15/06

Subscribed and sworn to before me this  
15<sup>th</sup> day of March, 2006.

  
John L. Gormley, Notary Public  
County of Ingham, State of Michigan  
My commission expires on April 14, 2011.  
Acting in the County of Ingham.

Prepared By:  
John L. Gormley (P-53539)  
Gormley and Johnson Law Offices, PLC  
Attorney for the Stockbridge Downtown Development Authority  
101 East Grand River Ave.  
P.O. Box 935  
Fowlerville, MI 48836  
(517) 223-3758

# EXHIBIT A TO PARKING LOT EASEMENT AGREEMENT

## Part I

PARCEL NO. 33-42-16-27-233-012  
PARCEL NO. 33-42-16-27-233-013

### PARENT PARCELS' PROPERTY DESCRIPTION:

The North 22 feet of Lot 9, Block 11, of the Village of Stockbridge, according to the recorded plat thereof, and  
Beginning at a point 39 ½ feet South of the Northeast corner of Block eleven (11) of the Village of Stockbridge, Michigan, according to the recorded plat thereof or to the center of the brick wall of the building owned between the Lodge and A. W. Brown (formerly owned by F. P. Glazier & Gay), running thence West 82 feet, thence South 12 feet; thence West 40 feet, thence South 28 feet to a point directly West of the center of the brick wall between the said Lodge building and J. G. Hines (formerly owned by I. J. Kellog) building; thence East and along the center of said wall 122 feet; thence North to the place of beginning. Subject to the provisions as stated in a certain Deed given by Wm. J. Dancer to the Trustees of Stockbridge Lodge No. 130 Free and Accepted Masons, dated August 3, 1925.

## Part II

### PERMANENT AND CONSTRUCTION EASEMENT OVER PARENT PARCEL:

That part of Lots 7 and 9, Block 11, of the original plat, Village of Stockbridge, Ingham County, Michigan, as recorded in Liber 5 of deeds, page 1, Ingham County records, described as:  
Beginning at the Northwest corner of said Lot 9; thence N 89°24'47" East, 6.00 feet along the north line of said Lot 9; thence N 00°33'49" West 27.30 feet along the east line of the West 6.0 feet of said Lot 7; thence North 89°29'20" East, 13.83 feet to a building face; thence S 01°57'32" East 28.73 feet along said building face; thence N 88°16'52" East, 27.77 feet along said building face; thence S 00°42'02" East, 20.41 feet along said building face; thence S 89°39'19" West, 14.55 feet along said building face; thence S 00°39'20" East 0.75 feet along said building face to the south line of the North 22.0 feet of said Lot 9; thence S 89°24'47" West, 33.86 feet along said south line to the west line of said Lot 9; thence N 00°23'38" West 22.00 feet along said west line to the point of beginning.

-AND-

THAT PART OF LOT 7, BLOCK 11, OF THE ORIGINAL PLAT, VILLAGE OF STOCKBRIDGE, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF DEEDS, PAGE 1, INGHAM COUNTY RECORDS DESCRIBED AS: BEGINNING AT A POINT 51.5 FEET SOUTH AND 82.0 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 11; THENCE WEST 21.5 FEET; THENCE NORTH 12.0; THENCE EAST 21.5 FEET; THENCE SOUTH 12.0 FEET TO THE POINT OF BEGINNING.

## **PARKING LOT EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **M + M Management LLC**, a Michigan Limited Liability Company, a/k/a M & M Management, LLC, whose address is c/o Michael Fournier, resident agent, 2801 Cedar Valley Drive, Howell, Michigan, 48843, the land contract Purchaser by assignment of purchaser's interest in land contract recorded in Liber 3092, Page 126, Ingham County records and Jack R. Bauer and Betty Jean Bauer, husband and wife, whose address is 901 White Lake Road, Pleasant Lake, Michigan 49272, the fee owner of real property described in part I of Exhibit A, now sold on land contract recorded in Liber 3022, Page 356, Ingham County records, (collectively the "Owner"), for and in consideration of the sum of One Dollar (\$1.00) and other covenants contained in this document and other valuable consideration, receipt of which is acknowledged, paid to it by the **Village of Stockbridge Downtown Development Authority**, a Michigan Body Corporate, whose address is 115 East Elizabeth Street, Stockbridge, MI 49285, and the **Village of Stockbridge**, a Michigan Legal Entity, who address is 115 East Elizabeth Street, Stockbridge, Michigan, 49285 (collectively referred to as the "Grantee"), does hereby convey, grant and release to the GRANTEE, its successors and assigns, a permanent and exclusive easement and right-of-way in which to build, install, construct, inspect, maintain, regulate and enforce, repair and replace public service or utility components consisting of a public parking lot with storm sewers, curb, gutter, parking lot stripping, sidewalks, and any other public service or utility facilities, or any combinations thereof, including public ingress and egress, and other related improvements necessary to provide such public services (collectively referred to as the "Improvements") over, across, under, and through the following parcels of land situated in the Village of Stockbridge, the County of Ingham, State of Michigan, and described as:

SEE ATTACHED EXHIBIT A, Part I

The Parcel of Property to which the easement applies is described on Exhibit A, to Parking Lot Easement Agreement, as part II.

The property which shall benefit from the easement (the dominant estate) is described in Exhibit B attached hereto and consists of the entire parking lot improvement proposed by the Grantee).

The property which shall benefit from the terms and conditions set forth herein as consideration for the granting of the easement is the real property described in Exhibit A, part I of this document.

### **CONDITIONS**

The Owner of the property described in Exhibit A, part I (Owner) grants this easement to the Grantee upon the following specific conditions:

- a. the rights conferred upon the Owner are reserved by the Owner and shall inure to the benefit of any of the Owner's tenants on the real property set forth in Exhibit A, part I attached hereto, until the events described in paragraph 5 occur.
- b. the grantee specifically acknowledges and recognizes that **Carney's Complete Auto Service, LLC**, a Michigan Limited Liability Company, ID #B2031J, has possessory rights in a portion

of the real property described herein in Exhibit A, part I, until April 30, 2007 and further until April 30, 2011 in the event certain options are exercised by the LLC.

c. the Owner and its tenant specifically recognizes and acknowledges that they shall not be able to rely upon the issuance of this Easement document as an ex post facto endorsement of a possible prior expansion of a legal non-conforming use on the site.

d. the Owner or tenants designated by the Owner, shall have the right to park (6) vehicles overnight on the real property described in Exhibit A, attached hereto, until the events described in Paragraph 5 occur.

e. The Owner or the Owners tenants shall have the right to access the building located on the real property described in Exhibit A, part I, which is not located upon the easement property described herein by utilizing the real property described in Exhibit B, attached hereto, and the easement property described in part II of Exhibit A.

#### EASEMENT AREA: SEE ATTACHED EXHIBIT A, Part II

1. The Grantee may remove pavement, fences, shrubs, trees, or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release by the Owner of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein.

2. The Owner shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or any other construction of any kind or nature upon, over, or under the above-described Permanent Easement without the prior written consent of the Grantee.

3. The Owner, and its successors or assigns, agrees that if any buildings or other structures are constructed, remodeled, or expanded, by it, its successors or assigns, near or adjacent to said Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that the Grantee may perform the work, of constructing, maintaining, replacing and repairing, the improvements installed within the easement, the Owner shall assume such expense for support, shoring and bracing; provided, however, that the Grantee shall consult with the Owner, its Successors and assigns, before performing the work with respect to alternative methods of construction, repair, improvement, maintenance, or replacement. The Owner and the Grantee shall confer promptly and shall avoid jeopardizing the health, welfare, and safety of the public by unnecessary delays in consultation. This paragraph shall confer no right upon the Grantee to minimize the provision provided for the Owner in paragraphs a-e.

4. The Owner grants and assigns to the Grantee and the Village of Stockbridge all the rights to regulate and enforce any Village Ordinances or State Laws regulating the parking or operation of motor vehicles, bicycles, scooters, skateboards, or any other like items within said easement area. Owner understands that Grantee will be using said permanent easement area for a municipal parking lot #4, open to the public, in accordance with municipal ordinance and state motor vehicle laws. This paragraph shall confer no right upon the Grantee to minimize the provision provided for the Owner in paragraphs a-e.

4a. Until such time as the legal non-conforming use of an automobile repair facility terminates, as contemplated in paragraph 5, the Owner shall be solely responsible for its own snow plowing, salting, and parking enforcement on the real property described in Exhibit A. Owner shall cooperate with Grantee in arranging all other parking maintenance (for example seal coating and/or parking lot stripping) to insure that the automobiles generally parked on the real property described in Exhibit A are temporarily removed to allow the maintenance to proceed.

5. Pursuant to Article X, Section 260 (d) (1) of the Village of Stockbridge Zoning Ordinance, the Village of Stockbridge hereby grants and confers onto the Owner the right to have second floor residential tenants if any utilize the property described in Exhibit A, part I to the extent authorized by the Village of Stockbridge Zoning Ordinance. This Easement is being executed by the Village of Stockbridge to confirm this right and all other terms and provisions of this easement.

Additionally, the parties acknowledge that the Owner has a tenant operating a legal non-conforming automobile repair facility out of the south portion of its existing building. So long as that legal non-conforming use continues in accordance with the Village of Stockbridge's Zoning Ordinance, the Owner's tenant shall have the right to park up to six (6) properly licensed and insured motor vehicles awaiting repair services in the real property described on Exhibit A, as stated above. No outside storage of any other junk, materials, waste fluid drums or other items of any kind shall be permitted by the Owner or its tenants in these parking spaces or elsewhere in the new municipal parking lot. When this existing non-conforming use of an automobile repair facility is terminated in accordance with the Village's zoning ordinance and state law, the Owner's right to park motor vehicles overnight as described in conditions d above, for any reason but a second floor residential use, shall forever terminate.

6. The Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, only for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction (other than the original installation), maintenance, repair, or replacing of the improvements owned by the Grantee resulting from these additional easements and the presence of gas, electric, or telephone structures and lines, shall be assumed by the owners of the structures or lines causing such extra expense.

7. This Agreement shall be binding on and inure for the benefit of the parties hereto, their heirs, representatives, successors, and assigns. The rights granted in this Agreement may be assigned by Grantee in the whole or in part.

8. Owner represents and guarantees that Owner owns the property described in Exhibit A, Part I in fee simple, without lien or mortgage, unless otherwise noted below.

This document shall be effective only when fully executed by the Owners, the Village of Stockbridge Downtown Development Authority and the Village of Stockbridge. By signature herein, each of the signing parties acknowledges that the entity involved has the authority by way of ordinance, statute, resolution or motion to enter into this agreement and represents that to the best of their knowledge and belief the party involved full authority to act in the manner indicated.

Executed this 15 day of MAY, 2006.

Owner:

*Michael Fournier*

M + M Management, LLC  
a/k/a M & M Management, LLC  
By: Michael Fournier  
Its: Managing Member  
Dated: 5/15/2006

LIVINGSTON )  
COUNTY OF INGHAM )

The foregoing instrument was acknowledged before me this 15th day of MAY, 2006, by Michael Fournier.

(Print Name of Notary under Signature)

Marilyn A. Morrish

MARILYN A. MORRISH Notary Public,

Acting in LIVINGSTON County, Michigan.

My Commission Expires: 2/26/07

Owner:

Jack R. Bauer DBA 11/30/05

Jack R. Bauer, a married man

Dated:

Betty Jean Bauer

Betty Jean Bauer, a married woman

Dated:

STATE OF MICHIGAN )  
COUNTY OF INGHAM ) SS

The foregoing instrument was acknowledged before me this 16th day of MAY, 2006, by Jack R. Bauer and Betty Jean Bauer.

(Print Name of Notary under Signature)

H.L. Meier, Jr. Notary Public,

Acting in Ingham County, Michigan.

My Commission Expires: Apr 7, 2011

Grantee:

Jody Leatherberry

Mr. Jody Leatherberry  
Chairperson of the Village of Stockbridge



Downtown Development Authority

Dated: JL 06/15/06

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF INGHAM )

The foregoing instrument was acknowledged before me this 15 day of June, 2006, by Jody Leatherberry.

(Print Name of Notary under Signature)

JL Gormley  
John L. Gormley

Ingham Notary Public.

Acting in Ingham  
County, Michigan.

My Commission Expires: 4/14/2011

NOW COMES the Village of Stockbridge, by and through its President, and executes this easement agreement solely to confirm its acceptance of the number of parking spaces being reserved under Reservation of Overnight Parking Rights paragraph contained herein.

[Signature]

Mr. Daniel Dancer  
President of the Village of Stockbridge  
Dated: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF INGHAM )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2006, by Daniel Dancer.

(Print Name of Notary under Signature)

JL Gormley  
John L. Gormley

Ingham Notary Public.

Acting in Ingham  
County, Michigan.

My Commission Expires: 4/14/2011

Prepared By:  
John L. Gormley (P-53539)  
Gormley & Johnson Law Offices, PLC  
Attorney for the Stockbridge Downtown Development Authority

101 East Grand River Ave.  
P.O. Box 935  
Fowlerville, MI 48836  
(517) 223-3758

Assisted by:  
William D. McCririe (P17345)  
Attorney at Law  
317 W. Main Street  
Brighton, MI 48116  
(810) 229-6167

WDM/kaa 4/26/06rev

# **EXHIBIT A TO PARKING LOT EASEMENT AGREEMENT**

## **Part I**

PARCEL NO. 33-42-16-27-233-001

PARENT PARCEL'S PROPERTY DESCRIPTION:

Lot No. 5, Block 11, Village of Stockbridge, Ingham County, Michigan, as recorded in Liber 5 of Deeds, Page 1, Ingham County Records.

## **Part II**

PERMANENT AND CONSTRUCTION EASEMENT OVER PARENT PARCEL:

THAT PART OF LOT 5, BLOCK 11, OF THE ORIGINAL PLAT, VILLAGE OF STOCKBRIDGE, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF DEEDS, PAGE 1, INGHAM COUNTY RECORDS DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE N 00E38'45" W, 24.12 FEET ALONG THE WEST LINE OF SAID LOT 5 TO THE WESTERLY EXTENSION OF THE SOUTH FACE OF A BUILDING; THENCE N 89E37'29" E, 64.26 FEET ALONG SAID SOUTH FACE OF A BUILDING; THENCE N 00E22'31" W, 1.10 FEET ALONG SAID BUILDING FACE; THENCE S 89E16'42" E, 1.66 FEET ALONG SAID BUILDING FACE TO THE EAST LINE OF SAID LOT 5; THENCE S 00E34'15" E, 24.94 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE S 89E24'47" W, 65.90 FEET ALONG THE SOUTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.

## **EXHIBIT B TO PARKING LOT EASEMENT AGREEMENT**

Village of Stockbridge, County of Ingham, and the State of Michigan, to wit:

The South 44 feet of Lot 9 and the North 24 feet of Lot 10, Block 11, Village of Stockbridge, County of Ingham, State of Michigan, according to the recorded Plat thereof.

The North 41 feet of Lot 3, Block 11, Original Plat, Village of Stockbridge, County of Ingham, State of Michigan, according to the recorded Plat thereof, as recorded September 14, 1843 in Liber 5 of Deeds, Page 1, Ingham County Records.

Commencing 33 feet North of the Southeast corner of Lot 11, Block 11 of the Village of Stockbridge, according to recorded plat thereof; thence West to a point 33 feet North of the Southwest corner of Lot 2 of said Block 11; thence North along the West line of Lots 2 and 3 to a point 25 feet North of the Southwest corner of Lot 3, Block 11; thence East to the West line of Lot 10 at a point 25 feet North of the Southwest corner of said Lot 10; thence North along the West side of Lot 10, 17 feet; thence East to the East line of Lot 10 at a point 42 feet North of the Southeast corner of Lot 10; thence South to point of beginning.

Commonly known as 122 S Clinton, Stockbridge, Michigan 49285

Sidwell No. 33 42 16 27 233 021

## **Durable Power of Attorney**

---

KNOW ALL MEN BY THESE PRESENT, THAT I, JACK R. BAUER, of 901 White Lake Road, Pleasant Lake, Michigan 49272, do hereby nominate and appoint my wife, BETTY JEAN BAUER, my attorney for me and in my name and stead in my behalf for the following purposes:

(a) To receive and receipt for any and all sums of money, gifts, object, interest, dividends, annuities, and demands that are now due or may hereafter become due, owing, or otherwise payable of belonging to me;

(b) My attorney-in-fact shall have the power to deposit funds in my name in any banking or savings institution or in any money market account;

(c) To execute and establish such accounts as may be necessary to do so:

(d) My attorney-in-fact may endorse all checks drawn to my order for deposit in any account in which I have funds on deposit;

(e) To handle, secure, delivery of and otherwise make binding directives as to my mail;

(f) To buy, sell, transfer, hold and otherwise deal in and with stocks, bonds, government bonds, and other securities of all types;

(g) My attorney-in-fact shall have the power to pay any and all bills, accounts, claims or demands now or hereafter payable by me or in my behalf subsequent to the execution of this Durable Power of Attorney. In connection therewith, my attorney-in-fact may withdraw funds from and draw and sign checks in my name upon any bank or trust company, savings institution, or money market fund in which I may have funds on deposit or in any new account whether opened in my name or jointly with any other person or persons;

(h) To gain entry, enter any and all safety deposit boxes that I may possess in any financial institution.

(i) My attorney-in-fact shall have the power to prepare, make execute and file any and all federal, state, local, or other tax returns, claims for refunds, or declarations of estimated tax. This power shall include the power to represent me (directly or through attorneys,

accountants or other agents) in any matter before the Internal Revenue Service or any other federal, state, or local agency. In connection with such representation, my attorney-in-fact may execute consents extending the statutory period for the assessment or collection of taxes, may pay all taxes and interest thereon which I may properly owe or which may be assessed against me, and may contest the validity of any proposed assessment.

(j) My attorney-in-fact shall have the power to execute, seal, acknowledge, and deliver any instruments, documents or papers deemed necessary, advisable, or expedient with respect to any property.

(k) My attorney-in-fact may authorize medical treatment for me, including authorization for examination, treatment, physical therapy, and surgery, consenting to my admission to any hospital, and may authorize x-rays, laboratory tests and other diagnostic tests, and the cessation of any medical treatment.

I do hereby revoke any and all former Power of Attorneys or other authorization whatsoever made or executed in the premises.

I do hereby give and grant unto my attorney-in-fact, BETTY JEAN BAUER, full power and authority to do and to perform all and every act and thing whatsoever requisite, necessary or proper to be done in and about the premises as fully, to all intents and purposes, as I might or could do if personally present.

This Power of Attorney shall not be affected by my disability except as provided by statute. It is my intention that the powers conferred upon said attorneys-in-fact shall be exercisable notwithstanding my later disability or incapacity.


I do hereby ratify and confirm all that my said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I, JACK R. BAUER, have hereunto set my hand and seal on this 30<sup>th</sup> day of November, 2005.

Executed in the presence of:

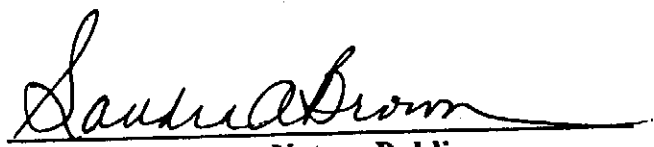
  
David C. McLaughlin

~~JACK R. BAUER~~  
Signature affixed pursuant to Section 33 of  
The Michigan Notary Public Act.

  
Sandra A. Brown

STATE OF MICHIGAN        )  
                                          )    ss  
COUNTY OF WASHTENAW    )

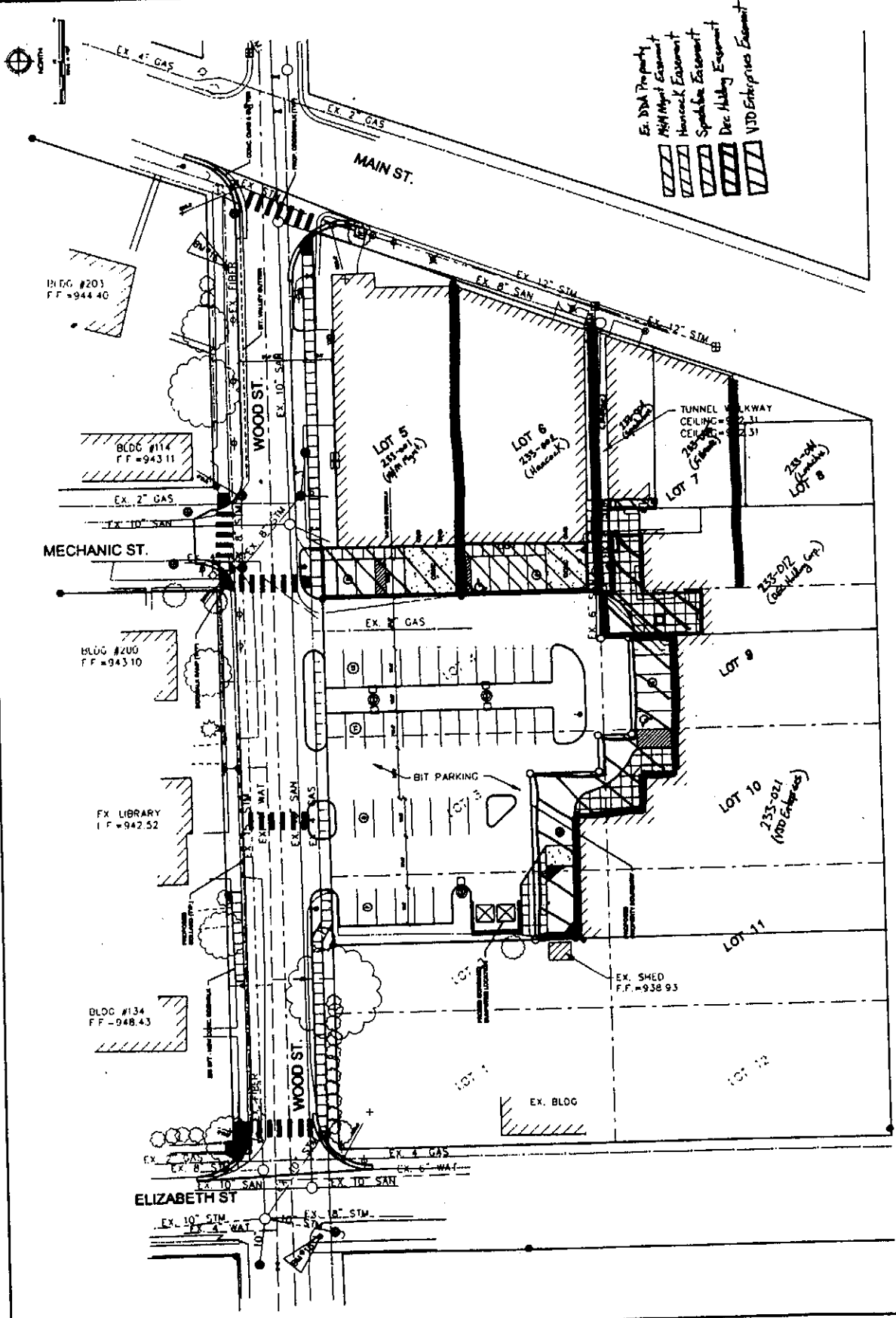
On this 30<sup>th</sup> day of November, 2005, before me personally appeared the above named, JACK R. BAUER, and being first duly sworn, states that he knows the contents of the foregoing instrument and that said Durable Power of Attorney has been executed by him as his free act and deed.

  
Sandra A. Brown, Notary Public  
Washtenaw County, Michigan.  
Acting in Washtenaw County, MI  
My Commission Expires: 7/7/11

Prepared by:  
David C. McLaughlin, P. C.  
Attorney at Law  
110 East Middle Street  
Chelsea, MI 48118  
Ph: 734-475-1345  
C:\Dcm\Probate\PO-Att\Bauer, Jack (11/22/05)

**EXHIBIT C**  
[diagram of proposed parking lot]





EX. DDA Property Easement  
 MHW Easement  
 Horseback Easement  
 Synthetic Easement  
 Dec. Utility Easement  
 WJO Enterprises Easement

**EXHIBIT D**  
[F&U's cost estimation of proposed parking lot]

**EXHIBIT A****FVCM**

Job Name: **Stockbridge DDA** Estimator: **RH** Estimate No. **1**  
 Location: **Stockbridge** Design By: **F&V** Date: **06/05/06**  
 Job Number: **14931** Check By: **AC** Bid Date: **05/31/06**

Description: **Country Market Parking Lot Improvements/Contract B** Completion: **29-Aug-06**  
 Duration: **7 weeks** Contract Type: **Cost Plus**

<u>Trade Category</u>	<u>Subcontractor</u>	<u>Notes</u>	<u>Accepted Bid</u>
<b>Section B</b>			
Contract 1B, Excavation	Shaler Excavating		\$44,273.00
Contract 2B, Concrete	Custom Concrete, Inc.		\$58,569.00
Contract 3B, Asphalt	American Asphalt		\$31,775.00
Contract 4B, Restoration/Landscaping	Grand Rapids Landscape Management		\$28,644.00
Contract 5B, Electrical	Toering Electric		\$73,075.00
Contract 6B, Specialty	Parking Lot Sign		\$1,740.00
		<b>Total of Trade Bids</b>	\$238,076.00
		<b>General Conditions</b>	<u>\$4,010.00</u>
		<b>Sub Total</b>	\$242,086.00
		<b>Overhead (3.5%)</b>	\$8,473.01
		<b>Construction Management Fee (5%)</b>	\$12,104.30
		<b>Sub Total</b>	<b>\$262,663.31</b>
		<b>Supervision</b>	<b>\$14,714.00</b>
		Construction Engineering, Project Manager, Admin, Staking	<u><b>\$9,394.00</b></u>
		<b>Total of Construction</b>	<b>\$286,771.31</b>
		Owner Contengency 5%	13,133.17
		<b>Estimated Project Total</b>	<b>\$299,904.48</b>