

ORDINANCE NO. _____

VILLAGE OF STOCKBRIDGE
(Enacted March 3, 2014)

**AN ORDINANCE TO ADOPT AND 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").

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.

WHEREAS, the SDDA determined in 2013 that the Tax Increment Finance and Development Plan required additional amendments to incorporate into it several on going projects and several proposed future projects.

WHEREAS, the Village determined in 2004 that there were more than 100 persons residing in the Downtown District, as defined by the Act. Therefore, the Village undertook the following actions:

1. The Village advertised for members to sit on a Development Area Citizens Council to be formed as required by the Act, but failed to receive any qualified applicants.
2. The Village declared by Resolution on May 3, 2004 that the Development Area Citizens Council had failed to organize and determined to proceed with the plan amendment process outlined in the Act without a Development Area Citizens Council, pursuant to its authority under MCL 124.1674 (4).

WHEREAS, the SDDA adopted by Resolution Amendments to the Tax Increment Finance Plan and Development Plan, on June 20, 2013. (Attached as Exhibit 1 and incorporated hereto by reference.)

WHEREAS, notice of the public hearing in front of the Village Council to consider amendments to the Development Plan were published in accordance with the statutory requirements for same and the public hearing was set for March 3, 2014 at 7:00 p.m. at the Village Hall.

THEREFORE, THE VILLAGE OF STOCKBRIDGE ORDAINS that:

1. The SDDA's Development Plan, as proposed to be amended in Exhibit A, is approved after listening to the public comment at the public hearing on March 3, 2014, reviewing the proposed Development Plan Amendments, reviewing the initial SDDA Plans and all previous amendments thereto, consulting with bond council of their choosing, and otherwise considering all the relevant facts, because:
 - 1.1 the Village has determined that the Tax Increment Finance Plan and Development Plan, as amended, constitutes a public purpose.
 - 1.2 the Village has determined that the Tax Increment Finance Plan and Development Plan, as amended, meets the requirements set forth in Act 197, P.A. of 1975, as amended, specifically including those in MCL 125.1667 (2).
 - 1.3 the Village has determined that the proposed method of financing and development is feasible and the Authority has the ability to arrange the financing, as set forth in the Tax Increment Finance Plan and Development Plan, as amended.
 - 1.4 the Village has determined that the development outlined in the Tax Increment Finance Plan and Development Plan, as amended, is reasonable and necessary to carry out the purposes of Act 197, P.A. 1975, as amended.
 - 1.5 the Village has determined that the Tax Increment Finance Plan and Development Plan, as amended, is in reasonable accordance with the approved Village Zoning Ordinance and other Plans of the Village of Stockbridge.
 - 1.6 the Village has determined that the public services (such as police, fire, and utilities) are or will (after the improvements outlined in the Tax Increment Finance and Development Plan, as amended, are implemented) be adequate to service the development area.
 - 1.7 the Village has determined that any changes to zoning, street levels, intersections, and utilities outlined in the Tax Increment Finance Plan and Development Plan, as amended, are reasonably necessary for the projects

and the municipality.

- 1.8 the Village has previously determined that no Citizens Area Development Council's input is required for this Plan Amendment, pursuant to Resolution of the Village on May 3, 2004.
2. Invalidity of Any Section - if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Village of Stockbridge declares that it would have passed this ordinance and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses and phrases be declared unconstitutional.
3. Effective Date - This ordinance and the related rules, regulations, provisions, requirements, orders and matters established shall take effect immediately upon publication, except any penalty provisions which shall take effect twenty (20) days after publication, pursuant to MCL 66.1; MSA 5.1271.
4. Repealer - All Ordinances or parts of Ordinances in conflict with this ordinance are repealed only to the extent necessary to give all provisions of this Ordinance full effect.

Adopted at a regular meeting of the Village Council held on the 3rd day of March 2014.

Moved By: _____

Seconded By: _____

YEAS: _____

NAYS: _____

ABSENT: _____

Greg Uihlein, Village President

Clerk's Certification

I certify that the above is a true and complete copy of Ordinance No. ____ adopted by the Village Council at a meeting held on the 3rd day of March, 2014 and published in the Sun Times on March ____, 2014.

Debbie L. Nogle, Village Clerk

Drafted by: John L. Gormley (P-53539)
Village of Stockbridge Attorney
Gormley & Johnson Law Offices, PLC
101 East Grand River Ave.
P.O. Box 935
Fowlerville, MI 48836
(517) 223 - 3758

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EXHIBIT 1

**ORDINANCE TO ADOPT AND 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,**

RESOLUTION NO. _____

VILLAGE OF STOCKBRIDGE
DOWNTOWN DEVELOPMENT AUTHORITY
(Enacted June 20, 2013)

**A RESOLUTION TO
APPROVE THE 2013 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 (hereinafter, the "Village") created the Stockbridge Downtown Development Authority (hereinafter, the "SDDA") by Ordinance in the mid-1980's, and charged it with its statutory responsibility for developing and implementing a Development Plan; and

WHEREAS, the SDDA adopted a proposed Development Plan and Tax Increment Finance Plan (hereinafter, the "Plan") in the mid-1980's, 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 (hereinafter, 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 to expand the tax increment finance district; and

WHEREAS, the SDDA determined in 2013 that the Tax Increment Finance Plan and Development Plan required additional amendments to incorporate additional information into it regarding the SDDA's proposal to construct a shared private driveway, sell property in the industrial park, sell timber, contract for economic development, and expand upon its revenue sharing program with the Village of Stockbridge.

IT IS THEREFORE RESOLVED that the *Stockbridge Downtown Development Authority 2013 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects*, as attached hereto, is approved by the SDDA and is to be submitted to the Village of Stockbridge for approval, in accordance with the Act.

Moved By: _____

Seconded By: _____

Adopted at a Regular Meeting of the Village of Downtown Development Authority held on the 20th day of June, 2013

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

**Village of Stockbridge
Downtown Development Authority**

By: C.G. Lantis
Its: Chairperson

CERTIFICATION

I certify that the above is a true and complete copy of Resolution No. _____ adopted by the Village of Stockbridge Downtown Development Authority at a Regular Monthly Meeting held on the 20th of June, 2013.

**Village of Stockbridge
Downtown Development Authority**

By: Jon Fillmore
Its: Secretary

Drafted by: John L. Gormley (P53539)
Attorney for the Village of Stockbridge DDA
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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**STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY
2013 DEVELOPMENT PLAN
AND TAX INCREMENT FINANCING PLAN
AMENDMENT TO INCORPORATE NEW PROJECTS**

Pursuant to the requirements of MCL 125.1664 (2), the Stockbridge Downtown Development Authority (hereinafter, the “SDDA”) recommends that 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 SDDA’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 which 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.

No change proposed in this Plan Amendment.

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 Shared Driveway - The SDDA plans to construct a private driveway to be shared by the owners of the 721 South Clinton Street (Runciman) and the Village, which owns vacant land on South Clinton Street immediately to the south of 721 South Clinton Street. The driveway will be 25' wide. The approach will be cement or asphalt and the remaining driveway will be gravel. The driveway will serve as the sole access to both lots for the respective owners. A map of the proposed shared driveway is attached as ***Exhibit A***.

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.

The shared common driveway project is being undertaken to resolve any legal liability the SDDA may have to the Runciman family regarding the removal of their driveway on state property, during the 2009 sidewalk property. The Runciman's have signed a release and settlement agreement regarding same, please see *Exhibit D*. As the SDDA never owned the land in question, the development is not being leased, sold, or conveyed to anyone.

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 Industrial Park Property - the SDDA owns three (3) lots totaling approximately 3.6 acres on the southeast corner of Bird Drive in Phase I of the industrial park. (*Exhibit E*) The SDDA plans to list the property for sale and sell them individually or collectively for the highest competitive price and on the best terms available (cash, land contract, and/or self financed mortgage), as approved by a majority vote of the board, without further amendment to this Plan. The authority is authorized to list the property for sale either by owner and/or with a licensed commercial realtor until all the lots in Phase I are sold to private owners and placed on the tax roll under MCL 125.1667 (1)(g) and (h). There are currently no expressed or implied agreements between the authority and any persons, natural or corporate, for the sale of the property, but there have been several written offers. The SDDA has been sitting on this property since the park was created approximately 20 years ago and it is the SDDA's plan to get the remaining lots sold into private hands and on the tax roll.

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.

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 provisions 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 also provides for the following other material that the authority, local public agency, or governing body, considers pertinent:

- 16.1 Sale of Lumber - the SDDA proposes to sell the harvestable trees in Phase II of the industrial park to the highest bidder in the 2012-2013 time frame, under its authority in MCL 125.1667 (1)(g) and (h). The income generated from same will be held in a "sinking fund" for future development of Phase II.

- 16.2 Economic Development - Pursuant to MCL 125.1667 (1)(g) and (h) the SDDA is contracting with Livingston Business Development Associates {hereinafter "LBDA"} for economic development services in the TIF District. The contract is for \$18,000.00 a year, renewed annually. The basic premise of the contract is contained in *Exhibit F*, but the amount paid could increase or decrease in the future, without additional plan amendments, to cover the amount of the assistance the SDDA Board would thereafter contract for annually from LBDA. The source of the funding is TIF revenues, pursuant to MCL 125.1661 (1)(e).

- 16.3 Revenue Sharing with the Village - The Village and the SDDA have entered into a revenue sharing agreement, wherein the Village will be providing the SDDA with services outlined in the Agreement, please see *Exhibit G*. The SDDA shall pay the Village \$65,000.00 in 2013-2014 for said services, pursuant to MCL 125.1663(4). The source of funding is TIF revenues, pursuant to MCL 125.1661 (1)(e).

- 16.4 Fall Harvest Festival - The SDDA will be sponsoring a Fall Harvest Festival each year to bring business and customer into the downtown district at a cost not to exceed \$5,000 per year.

- 16.5 Industrial Park Restrictive Covenants - The SDDA created the Industrial Park. Along with its inception, the SDDA was a principle in recording certain Restrictive Covenants, at a time when the Village's zoning regulations were not as developed. The Village has updated and strengthened its zoning to the extent that the covenants are no longer necessary and create an undue burden on the property owners. The SDDA in conjunction with other property owners in the park intend to terminate the Restrictive Covenants in the manner set forth in paragraph 7.02 of the Covenants.
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 the 2004 Amendment, the capturing of tax increment revenues shall continue 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. The First 2009 Amendment extended the Plan until 2020. No further revisions to this date are contemplated in this Plan Amendment.
19. The estimated impact of tax increment financing on all taxing jurisdictions in which the SDDA's Development Area was originally addressed by the SDDA in previous amendments. The First 2009 Amendment provided updated information in regard to this matter through 2020 (see *Exhibit F* to that Plan Amendment.). 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 the 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, 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 2013 Amendments, shall hold a public hearing on this development plan and seek input and approval from the Citizens Advisory Committee, if one forms. At the time of the hearing, the Village Council shall provide to 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 provisions of the Original 1986 Plan, 1992 Plan Amendment, 1995 Plan Amendment, 2004 Plan Amendment, 2006 Plan Amendment, 2008 Plan Amendment, the First 2009 Plan Amendment, the Second 2009 Plan Amendment, and the 2011 Plan Amendment not modified by these amendments to the Plan shall remain in full force and effect.

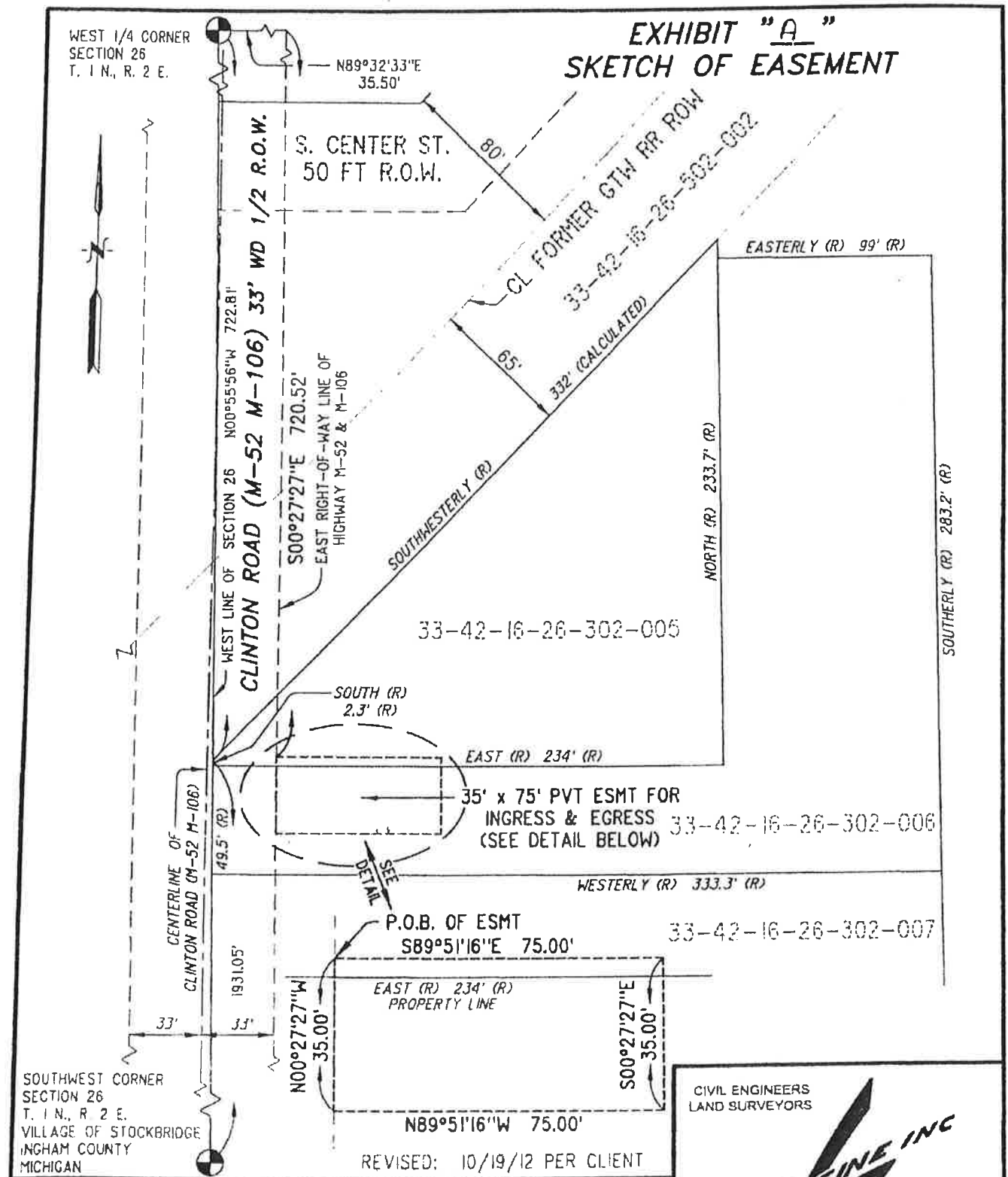
Drafted By:
John L. Gormley (P-53539)
Gormley and Johnson Law Offices, PLC
101 East Grand River Avenue
Post Office Box 935
Fowlerville, Michigan 48836
(517) 223-3758

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EXHIBIT A
TO 2013 PLAN AMENDMENT

EXHIBIT "A" SKETCH OF EASEMENT

WEST 1/4 CORNER
SECTION 26
T. 1 N., R. 2 E.



REVISED: 10/19/12 PER CLIENT

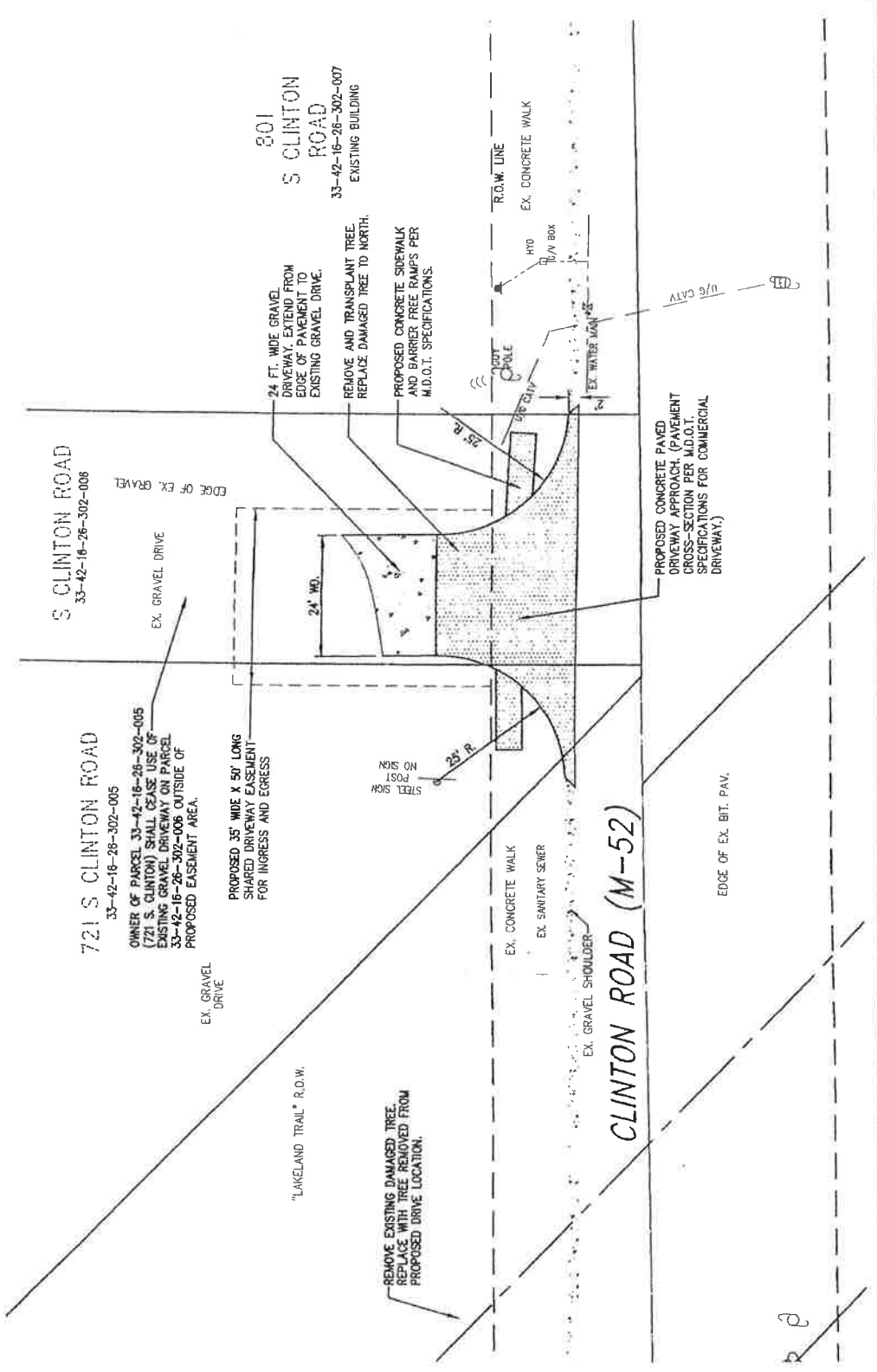
CLIENT: STOCKBRIDGE DDA

JOB: 5-16-26-81487	DWG: 111835-IE ESMT	CO.: INGHAM
DATE: 10/14/11	CHECK BY: MLL	TWP.: VLL. OF STOCKBRIDGE
SCALE: 1" = 60'	DRAWN BY: LMC	SECTION: 26

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460
EMAIL: dnsina@dasineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114



SCALE: 1"=20'
 PROJECT No.: 9111855
 DWG NAME: 1855-ALX

CLIENT:
 STOCKBRIDGE D.D.A.
 134 E. MAIN ST. P. O. BOX 155
 STOCKBRIDGE, MI. 49285

M-52 SHARED DRIVEWAY PLAN

REVISED
 10-12-11

DESIGN: CAG
 DRAFT: L.F.
 CHECK: CAG

1

EXHIBIT B
TO 2013 PLAN AMENDMENT

8 1 0 2 0 2 3
Tx:4051026
4/30/2013 8:03:00 AM



8 1 0 0 6 4 3
Tx:4059985
4/22/2013 8:15:00 AM

2013-022721
CURTIS HERTEL JR
INGHAM COUNTY MICHIGAN
REGISTER OF DEEDS
RECORDED ON:
04/30/2013 10:56 AM
PAGES: 4

PERMANENT RECIPROCAL EASEMENT AGREEMENT BY RUNCIMANS

KNOW ALL MEN BY THESE PRESENTS, that the Jerry Runciman and his wife Glenna Runciman to waiver her dower rights, of P.O. Box 670, Stockbridge, MI 48285(hereinafter, the "Runciman" and/or "Grantor"), for and in consideration of the sum of Zero Dollars (\$0.00) does hereby convey, grant, and release to the Village of Stockbridge, a Michigan Municipal Corporation, whose address is 210 Wood Street, Suite 101, Post Office Box 155, Stockbridge, Michigan 49285-0155 (hereinafter the "Grantee" and/or "Village"), its successors and assigns, a permanent reciprocal easement for ingress and egress over the property more particularly described as being over, across, and through a portion of the following parcel of land situated in the Village of Stockbridge, County of Ingham, State of Michigan, known as the parent parcel, and described as:

BEGINNING at the intersection of the center of Clinton Street and the Southerly line of the Grand Trunk Railroad Right-of-Way; thence South 2.3 feet along the center of Clinton Street; thence East at right angles with Clinton Street 234 feet; thence North 233.7 feet to the Southerly line of railroad Right-of-Way; thence Southwesterly along railroad to Beginning. Being a part of the North ½ of the Southwest ¼ of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: **33-42-16-26-302-005**

(hereinafter, the "Parent Parcel"), together with the right of ingress and egress to, from, and over said lands. The permanent reciprocal easement for ingress and egress to, from, and over said land shall be located on a portion of the Parent Parcel more specifically described as being located in the Village of Stockbridge, County of Ingham, and the State of Michigan to wit:

A 35 foot by 75 foot private drive easement for ingress and egress, more particularly described as follows: Commencing in the Southwest Corner of Section 26, Town 1 North, Range 2 East, Village of Stockbridge, Ingham County, Michigan; thence

N00°55'56" W 1931.05 feet along the West line of said Section 26 to the Southerly line of former GTW Railroad (65 foot wide ½ Right-of-Way); thence continuing N00°55'56"W 72.18 feet to the West ¼ Corner of said Section 26; thence N89°32'33"E 35.5 feet to a point on the East line of Clinton Road (Highway M-52, 33 foot wide ½ Right-of-Way); thence S00°27'27"E 720.52 feet along said East line of Clinton Road to the Place of Beginning of said easement; thence S89°51'16"E 75.00 feet; thence S00°27'27"E 35 feet along a line parallel with said West line of Section 26; thence N89°51'16"W 75.00 feet; thence N00°27'27"W 35.00 feet to the Place of Beginning. Said easement being a part of the Southwest ¼ of Section 26, Town 1 North, Range 2 East Village of Stockbridge, Ingham County, Michigan.

The Runciman shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures, or other construction of any kind or nature upon, over, or under the above-described permanent reciprocal easement without the prior written consent of the Grantee, during the term of the easement.

During the term of the permanent reciprocal easement, the Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines, providing Grantee agrees in advance in writing. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred 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 or for the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

In executing this easement, the Grantors waive any previous claim to title, including adverse possession and/or acquiescence, upon the property owned by the Grantee and more particularly described as being located in the Village of Stockbridge, County of Ingham, and the State of Michigan, to wit:

BEGINNING on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of intersection with South Right-of-Way line of Grand Trunk Railroad; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet M/L to centerline of Clinton Street; thence North along West Section line 49.5 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-006

The Grantor and the Grantee agree and accept that this permanent reciprocal easement for ingress and egress shall provide access equally to the following three parcels of property located in the Village of Stockbridge, County of Ingham, and the State of Michigan, to wit:

A. Runciman Parcel on South Clinton:

BEGINNING at the intersection of the center of Clinton Street and the Southerly line of the Grand Trunk Railroad Right-of-Way; thence South 2.3 feet along the center of Clinton Street; thence East at right angles with Clinton Street 234 feet; thence North 233.7 feet to the Southerly line of railroad Right-of-Way; thence Southwesterly along railroad to Beginning. Being a part of the North 1/2 of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.
Parcel #: 33-42-16-26-302-005

B. Village Parcel on South Clinton:

BEGINNING on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of intersection with South Right-of-Way line of Grand Trunk Railroad; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet M/L to centerline of Clinton Street; thence North along West Section line 49.5 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-006


C. Village Sewer Lagoon Parcel behind parcels on South Clinton:

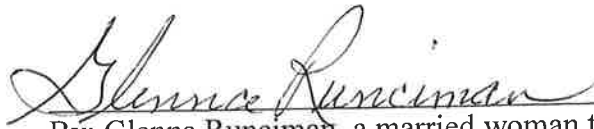
SV 241, 242, 334212601200 W 1/2 OF NE 1/4 OF SW 1/4 OF SEC 26 ALSO BEG AT PT ON S 1/8 LN OF SEC 528 FT W OF W SEC LN -N 396 FT -W 195 FT -N 436.76 FT -W 99 FT -N TO SE'LY LN GTRR R/W -NE'LY ALOGN SD R/W LN TO PT 618.42 FT SW'LY FROM EW 1/4 LN -E'LY 140.44FT TO PT 110.78 FT SE & R/A TO SD R/W LN -NE'LY 53 FT PLL TO RR -NW' LY 50.78 FT R/A TO RR -NE'LY 51 FT PLL TO RR -SE'LY 15 FT R/A TO RR -NE'LY 116 FT TO RR -N 99 FT -E 171 FT -N TO LN 148.5 FT S & PLL TO EW 1/4 LN -E PLL TO EW 1/4 TO PT 511.5 FT E & 148.5 FT S OF INT SE R/W LN OF RR & EW 1/4 LN -N TO EW 1/4 LN -E TO W 1/8 LN OF SEC -S ALNG 1/8 LN TO S 1/8 LN OF SEC -W ALNG S 1/8 LN TO POB SEC 26 T1NR2E VILL OF STOCKBRIDGE.

Parcel #: 33-42-16-26-302-013

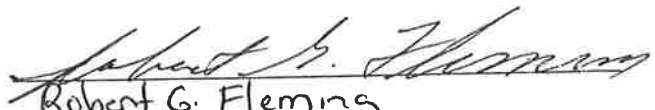
General Notice of Limitations of Liability as to Legal Descriptions: All the legal descriptions given to the drafting attorney and incorporated above are presumed to be correct. The descriptions are copied verbatim from the descriptions provided by the parties. Any misspellings or typographical errors are unintended. The drafting attorney assumes no responsibility for such descriptions or for encroachments or overlapping that might be revealed by a survey. The drafting attorney renders no opinion of a legal nature, such as to ownership of the property or condition of title and instead recommends an ALTA survey and title insurance without exception. The drafting attorney assumes, for purposes of this document, that title to the property is marketable and that the property is an unencumbered fee.

This instrument is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

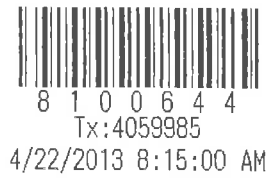

By: Jerry Runciman, a married man 3-11-13
Dated: February 20, 2013


By: Glenna Runciman, a married woman to waive 3-11-13
her dower rights
Dated: February 20, 2013

On this 11th day of March, 2013, before me, a Notary Public for the County of Ingham, personally appeared Jerry Runciman and Glenna Runciman, to me known to be the persons described herein, and who executed this Easement as their free act and deed.


Robert G. Fleming
Notary Public, Ingham County, Michigan
My commission expires: 11/17/13
Acting in Ingham

Drafted by and return to: John L. Gormley
Attorney for the Village of Stockbridge SDDA
101 East Grand River Ave.
P.O. Box 935
Fowlerville, MI 48836
(517) 223-3758



2013-022829
CURTIS HERTEL JR
INGHAM COUNTY MICHIGAN
REGISTER OF DEEDS
RECORDED ON:
05/01/2013 11:01 AM
PAGES: 4

**PERMANENT RECIPROCAL EASEMENT
 AGREEMENT BY VILLAGE**

KNOW ALL MEN BY THESE PRESENTS, that the Village of Stockbridge, a Michigan Municipal Corporation, whose address is 210 Wood Street, Suite 101, Post Office Box 155, Stockbridge, Michigan 49285-0155 (hereinafter the “Grantor” and/or “Village”), for and in consideration of the sum of Zero Dollars (\$0.00) does hereby convey, grant, and release to the Jerry Runciman and his wife Glenna Runciman to waiver her dower rights, of P.O. Box 670, Stockbridge, MI 48285(hereinafter, the “Runciman” and/or “Grantee”), its successors and assigns, a permanent reciprocal easement for ingress and egress over the property more particularly described as being over, across, and through a portion of the following parcel of land situated in the Village of Stockbridge, County of Ingham, State of Michigan, known as the parent parcel, and described as:

BEGINNING on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of intersection with South Right-of-Way line of Grand Trunk Railroad; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet M/L to centerline of Clinton Street; thence North along West Section line 49.5 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-006

(hereinafter, the “Parent Parcel”), together with the right of ingress and egress to, from, and over said lands. The permanent reciprocal easement for ingress and egress to, from, and over said land shall be located on a portion of the Parent Parcel more specifically described as being located in the Village of Stockbridge, County of Ingham, and the State of Michigan to wit:

A 35 foot by 75 foot private drive easement for ingress and egress, more particularly described as follows: Commencing in the Southwest Corner of Section 26, Town 1

North, Range 2 East, Village of Stockbridge, Ingham County, Michigan; thence N00°55'56" W 1931.05 feet along the West line of said Section 26 to the Southerly line of former GTW Railroad (65 foot wide ½ Right-of-Way); thence continuing N00°55'56"W 72.18 feet to the West ¼ Corner of said Section 26; thence N89°32'33"E 35.5 feet to a point on the East line of Clinton Road (Highway M-52, 33 foot wide ½ Right-of-Way); thence S00°27'27"E 720.52 feet along said East line of Clinton Road to the Place of Beginning of said easement; thence S89°51'16"E 75.00 feet; thence S00°27'27"E 35 feet along a line parallel with said West line of Section 26; thence N89°51'16"W 75.00 feet; thence N00°27'27"W 35.00 feet to the Place of Beginning. Said easement being a part of the Southwest ¼ of Section 26, Town 1 North, Range 2 East Village of Stockbridge, Ingham County, Michigan.

The Village shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures, or other construction of any kind or nature upon, over, or under the above-described permanent reciprocal easement without the prior written consent of the Grantee, during the term of the easement.

During the term of the permanent reciprocal easement, the Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines, providing Grantee agrees in advance in writing. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred 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 or for the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

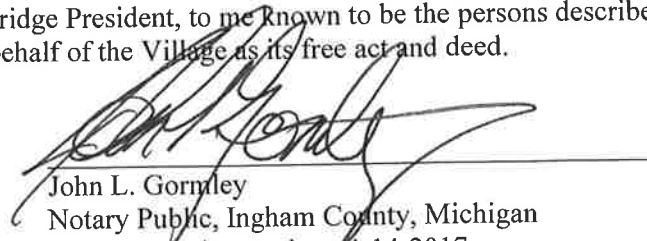
The Grantor and the Grantee agree and accept that this permanent reciprocal easement for ingress and egress shall provide access equally to the following three parcels of property located in the Village of Stockbridge, County of Ingham, and the State of Michigan, to wit:

A. Runciman Parcel on South Clinton:

BEGINNING at the intersection of the center of Clinton Street and the Southerly line of the Grand Trunk Railroad Right-of-Way; thence South 2.3 feet along the center of Clinton Street; thence East at right angles with Clinton Street 234 feet; thence North 233.7 feet to the Southerly line of railroad Right-of-Way; thence Southwesterly along railroad to Beginning. Being a part of the North 1/2 of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

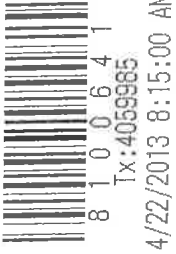
Parcel #: 33-42-16-26-302-005

On this 20th day of February, 2013, before me, a Notary Public for the County of Ingham, personally appeared Heath Corey, the Village of Stockbridge President, to me known to be the persons described herein, and who executed this Easement on behalf of the Village as its free act and deed.

A handwritten signature in black ink, appearing to read "John L. Gormley", is written over a horizontal line. The signature is stylized and cursive.

John L. Gormley
Notary Public, Ingham County, Michigan
My commission expires: 4-14-2017
Acting in Ingham

Drafted by and return to: John L. Gormley
Attorney for the Village of Stockbridge SDDA
101 East Grand River Ave.
P.O. Box 935
Fowlerville, MI 48836
(517) 223-3758



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5/1/2013 8:12:00 AM

2013-022822
CURTIS HERTEL JR
INGHAM COUNTY MICHIGAN
REGISTER OF DEEDS
RECORDED ON:
05/01/2013 11:01 AM
PAGES: 3

**EXCLUSIVE TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT
FROM RUNCIMAN**

KNOW ALL MEN BY THESE PRESENTS, that the Jerry Runciman and his wife Glenna Runciman to waiver her dower rights, of P.O. Box 670, Stockbridge, MI 48285(hereinafter, the "Owner" and/or "Grantor"), for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, paid to it by the Village of Stockbridge Downtown Development Authority, a Michigan Municipal Corporation, operating under the provisions of *The Downtown Development Authority Act*, MCL 125.1651, *et seq.*, as amended, whose address is 210 Wood Street, Post Office Box 155, Stockbridge, Michigan 49285(the "Grantee" and/or "SDDA"), does hereby convey, grant, and release to the Grantee, its successors and assigns, a temporary exclusive construction easement and right-of-way in which to build, construct, and inspect a driveway, including approach off of South Clinton Street, including installing sidewalk and slope the ground running away from said side walk to provide for storm water drainage, grade, and safety, more particularly described as being over, across, and through a portion of the following parent parcel of land situated in the Village of Stockbridge, County of Ingham, State of Michigan, known as the parent parcel, and described as:

BEGINNING at the intersection of the center of Clinton Street and the Southerly line of the Grand Trunk Railroad Right-of-Way; thence South 2.3 feet along the center of Clinton Street; thence East at right angles with Clinton Street 234 feet; thence North 233.7 feet to the Southerly line of railroad Right-of-Way; thence Southwesterly along railroad to Beginning. Being a part of the North 1/2 of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: **33-42-16-26-302-005**

(hereinafter, the "Parent Parcel"), together with the right of ingress and egress to, from, and over said lands. The exclusive temporary construction easement located on the Parent Parcel is more specifically described below:

A 35 foot by 75 foot private drive easement for ingress and egress, more particularly described as follows: Commencing in the Southwest Corner of Section 26, Town 1 North, Range 2 East, Village of Stockbridge, Ingham County, Michigan; thence N00°55'56" W 1931.05 feet along the West line of said Section 26 to the Southerly line of former GTW Railroad (65 foot wide ½ Right-of-Way); thence continuing N00°55'56"W 72.18 feet to the West ¼ Corner of said Section 26; thence N89°32'33"E 35.5 feet to a point on the East line of Clinton Road (Highway M-52, 33 foot wide ½ Right-of-Way); thence S00°27'27"E 720.52 feet along said East line of Clinton Road to the Place of Beginning of said easement; thence S89°51'16"E 75.00 feet; thence S00°27'27"E 35 feet along a line parallel with said West line of Section 26; thence N89°51'16"W 75.00 feet; thence N00°27'27"W 35.00 feet to the Place of Beginning. Said easement being a part of the Southwest ¼ of Section 26, Town 1 North, Range 2 East Village of Stockbridge, Ingham County, Michigan.

The Grantee may remove pavement, fences, shrubs, trees, and other surface or subsurface landscaping or improvements if required for its exercise of the temporary construction easement rights, only as agreed to in writing by the Owner. 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, except that the Grantee will restore the surface of the Property to its original condition as near as may be reasonable excepting out the area where the driveway is installed. Such restoration shall include grading, seeding and the repair of any roadways, driveways, walkways and parking areas (paved and unpaved) but shall not include replacement of trees.

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

The Owner hereby agrees to save and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of easement areas by the Owner, its agents, employees, representatives, contractors, successors or assigns.

During the term of the exclusive temporary construction easement, the Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines, providing Grantee agrees in advance in writing. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred 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 or 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 whole or in part.

The exclusive temporary construction easement granted herein shall cease, terminate, and be discontinued the earlier of December 31, 2013 or when the construction work within the temporary easement area is completed by Grantee.

General Notice of Limitations of Liability as to Legal Descriptions: All the legal descriptions given to the drafting attorney and incorporated above are presumed to be correct. The descriptions are copied verbatim from the descriptions provided by the parties. Any misspellings or typographical errors are unintended. The drafting attorney assumes no responsibility for such descriptions or for encroachments or overlapping that might be revealed by a survey. The drafting attorney renders no opinion of a legal nature, such as to ownership of the property or condition of title and instead recommends an ALTA survey and title insurance without exception. The drafting attorney assumes, for purposes of this document, that title to the property is marketable and that the property is an unencumbered fee.

This instrument is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

Jerry Runciman 3-11-13
By: Jerry Runciman, a married man
Dated: February 20, 2013

Glenna Runciman 3-11-13
By: Glenna Runciman, a married woman to waive
her dower rights
Dated: February 20, 2013

On this 11th day of March, 2013, before me, a Notary Public for the County of Ingham, personally appeared Jerry Runciman and Glenna Runciman, to me known to be the persons described herein, and who executed this Easement as their free act and deed.

Robert G. Fleming
Robert G. Fleming
Notary Public, Ingham County, Michigan
My commission expires: 11/17/2015
Acting in Ingham

Drafted by and return to: John L. Gormley
Attorney for the Village of Stockbridge SDDA
101 East Grand River Ave.
P.O. Box 935
Fowlerville, MI 48836
(517) 223-3758

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4/22/2013 8:15:00 AM

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5/1/2013 8:12:00 AM

2013-022821
CURTIS HERTEL JR
INGHAM COUNTY MICHIGAN
REGISTER OF DEEDS
RECORDED ON:
05/01/2013 11:01 AM
PAGES: 3

**EXCLUSIVE TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT
FROM VILLAGE**

KNOW ALL MEN BY THESE PRESENTS, that Village of Stockbridge, a Michigan Municipal Corporation, whose address is 210 Wood Street, Suite 101, Post Office Box 155, Stockbridge, Michigan 49285-0155 (hereinafter, the "Owner" and/or "Grantor"), for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, paid to it by the Village of Stockbridge Downtown Development Authority, a Michigan Municipal Corporation, operating under the provisions of *The Downtown Development Authority Act*, MCL 125.1651, *et seq.*, as amended, whose address is 210 Wood Street, Post Office Box 155, Stockbridge, Michigan 49285 (the "Grantee" and/or "SDDA"), does hereby convey, grant, and release to the Grantee, its successors and assigns, a temporary exclusive construction easement and right-of-way in which to build, construct, and inspect a driveway, including approach off of South Clinton Street, including installing sidewalk and slope the ground running away from said side walk to provide for storm water drainage, grade, and safety, more particularly described as being over, across, and through a portion of the following parent parcel of land situated in the Village of Stockbridge, County of Ingham, State of Michigan, known as the parent parcel, and described as:

BEGINNING on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of intersection with South Right-of-Way line of Grand Trunk Railroad; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet M/L to centerline of Clinton Street; thence North along West Section line 49.5 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-006

(hereinafter, the "Parent Parcel"), together with the right of ingress and egress to, from, and over said lands. The exclusive temporary construction easement located on the Parent Parcel is more specifically described below:

A 35 foot by 75 foot private drive easement for ingress and egress, more particularly described as follows: Commencing in the Southwest Corner of Section 26, Town 1 North, Range 2 East, Village of Stockbridge, Ingham County, Michigan; thence N00°55'56" W 1931.05 feet along the West line of said Section 26 to the Southerly line of former GTW Railroad (65 foot wide ½ Right-of-Way); thence continuing N00°55'56"W 72.18 feet to the West ¼ Corner of said Section 26; thence N89°32'33"E 35.5 feet to a point on the East line of Clinton Road (Highway M-52, 33 foot wide ½ Right-of-Way); thence S00°27'27"E 720.52 feet along said East line of Clinton Road to the Place of Beginning of said easement; thence S89°51'16"E 75.00 feet; thence S00°27'27"E 35 feet along a line parallel with said West line of Section 26; thence N89°51'16"W 75.00 feet; thence N00°27'27"W 35.00 feet to the Place of Beginning. Said easement being a part of the Southwest ¼ of Section 26, Town 1 North, Range 2 East Village of Stockbridge, Ingham County, Michigan.

The Grantee may remove pavement, fences, shrubs, trees, and other surface or subsurface landscaping or improvements if required for its exercise of the temporary construction easement rights, only as agreed to in writing by the Owner. 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, except that the Grantee will restore the surface of the Property to its original condition as near as may be reasonable excepting out the area where the driveway is installed. Such restoration shall include grading, seeding and the repair of any roadways, driveways, walkways and parking areas (paved and unpaved) but shall not include replacement of trees.

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

The Owner hereby agrees to save and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of easement areas by the Owner, its agents, employees, representatives, contractors, successors or assigns.

During the term of the exclusive temporary construction easement, the Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines, providing Grantee agrees in advance in writing. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred 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 or 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 whole or in part.

The exclusive temporary construction easement granted herein shall cease, terminate, and be discontinued the earlier of December 31, 2013 or when the construction work within the temporary easement area is completed by Grantee.

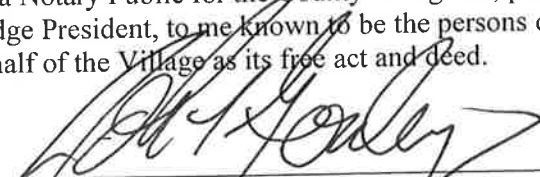
General Notice of Limitations of Liability as to Legal Descriptions: All the legal descriptions given to the drafting attorney and incorporated above are presumed to be correct. The descriptions are copied verbatim from the descriptions provided by the parties. Any misspellings or typographical errors are unintended. The drafting attorney assumes no responsibility for such descriptions or for encroachments or overlapping that might be revealed by a survey. The drafting attorney renders no opinion of a legal nature, such as to ownership of the property or condition of title and instead recommends an ALTA survey and title insurance without exception. The drafting attorney assumes, for purposes of this document, that title to the property is marketable and that the property is an unencumbered fee.

This instrument is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

Dated this 20th day of February, 2013

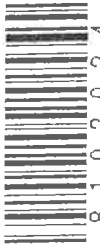

Heath Corey, Village of Stockbridge President

On this 20th day of February, 2013, before me, a Notary Public for the County of Ingham, personally appeared Heath Corey, the Village of Stockbridge President, to me known to be the persons described herein, and who executed this Easement on behalf of the Village as its free act and deed.


John L. Gormley
Notary Public, Ingham County, Michigan
My commission expires: 4-14-2017
Acting in Ingham

Drafted by and return to: John L. Gormley
Attorney for the Village of Stockbridge SDDA
101 East Grand River Ave.
P.O. Box 935
Fowlerville, MI 48836
(517) 223-3758

EXHIBIT C
TO 2013 PLAN AMENDMENT



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Tx:4061028

4/30/2013 8:03:00 AM



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4/22/2013 8:15:00 AM

2013-022722

CURTIS HERTEL JR
INGHAM COUNTY MICHIGAN

REGISTER OF DEEDS

RECORDED ON:

04/30/2013 10:56 AM

PAGES: 7

PRIVATE DRIVEWAY
REPAIR AND MAINTENANCE AGREEMENT

This Agreement made this 20th day of February, 2013, by and between the Village of Stockbridge (hereinafter, the "Village"), a Michigan municipal corporation, whose address is 210 Wood Street, Suite 101, Post Office Box 155, Stockbridge, Michigan 49285-0155 and Jerry Runciman and Glenna Runciman, husband and wife, both of Post Office Box 670, Stockbridge, Michigan 48295 (hereinafter, "Runciman").

WHEREAS, the Village and Runciman each own land located in the Village of Stockbridge, Ingham County, described as follows:

A. Runciman Parcel:

BEGINNING at the intersection of the center of Clinton Street and the Southerly line of the Grand Trunk Railroad Right-of-Way; thence South 2.3 feet along the center of Clinton Street; thence East at right angles with Clinton Street 234 feet; thence North 233.7 feet to the Southerly line of railroad Right-of-Way; thence Southwesterly along railroad to Beginning. Being a part of the North 1/2 of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-005

B. Village Parcel:

BEGINNING on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of intersection with South Right-of-Way line of Grand Trunk Railroad; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet M/L to centerline of Clinton Street; thence North along West Section line 49.5 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-006

WHEREAS, according to MDOT, the Village and Runciman must share one private drive for both to access Clinton Street (M-52) due to issues of limited site distance on the two parcels.

WHEREAS, the majority of this shared driveway will be located on the Village parcel.

WHEREAS, in a November 2, 2011 letter to Runciman's attorney the Stockbridge Downtown Development Association (hereinafter, "SDDA") has offered to install the new joint private drive, because of its 2009 Sidewalk project, under the following terms:

1. The SDDA proposes to pay for the engineering, drafting of the easements, drafting of the joint driveway agreements, drafting of the Release, construction of the driveway, and the pulling of all necessary permits.
 - a. Once built, the SDDA wants no further responsibility for maintenance.
 - b. the SDDA will not begin the drafting of legal documents, MDOT application process, nor construction, until items 2 - 4 below are completed by Runciman.
2. The SDDA requests written confirmation from Runciman that the above proposal will satisfy all issues between the SDDA, the Village, and Runciman related to the 2009 sidewalk project; as well as a written release of all claims, known or unknown regarding same, in consideration for the undertakings outlined herein.
 - Upon attorney Gormley receiving written verification from Runciman's attorney that Runciman agrees to the terms outlined herein, attorney Gormley will begin drafting the required Release for review and execution.
3. The Village and Runciman must agree upon a written Joint Maintenance Agreement for the driveway (this document).
4. Runciman must abandon any claim to the portion of their circular drive that encroaches south onto the Village parcel.

WHEREAS, to date, neither Runciman nor their attorney have responded directly to the November 2, 2011 letter; but Runciman and the Village have roughed out a joint drive agreement, which is being totally supplemented and replaced by this document.

WHEREAS, the Village and Runciman agree and understand that the SDDA will be constructing the private drive to the then-existing municipal standards, but will have no responsibility for repair, improvement, or maintenance of this joint driveway once constructed and will be totally released from all current or future liability regarding these parcels and the 2009 sidewalk project in consideration for the construction of the joint driveway.

vegetation within the Private Drive easement provided access and maintenance of the Private Drive surface is not limited by such actions.

(12) No equipment, material, or vehicle storage is permitted within the Private Drive easement.

(13) The Private Drive is open to the general public for use.

(14) Any party having an ownership interest in the Private Drive easement agrees to execute any and all documents, including easement agreements, necessary for the installation of public utilities.

(15) By execution of this Agreement, which shall be recorded with the Ingham County Register of Deeds, the Village and Runciman warrant that they are the owner in fee simple of their respective parcels described above and, on behalf of their heirs and assigns, intend that the benefits and burdens of this Agreement shall run with the land.

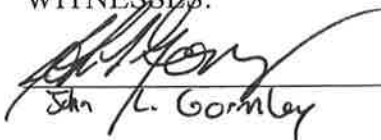
(16) Runciman and the Village, their successors, heirs, and assigns, and all future owners of said parcels shall hold harmless and indemnify the SDDA for any liability incurred by the SDDA resulting from any loss of the previous driveways, any other losses, claim, or damage to persons or property arising out of the design, placement, construction, operation, use, maintenance, repair or replacement of the drive, or the failure of any of the parties to perform their obligations under this Agreement.

(17) In the event any provisions contained in this Agreement should be held ineffective or invalid by reason of judgment, decree, court order, or otherwise, all other parts and provisions of this Agreement shall nevertheless remain in full force and effect.

(18) These covenants run with the land and may only be amended by a unanimous written decision by the Village and Runciman, or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date above written.

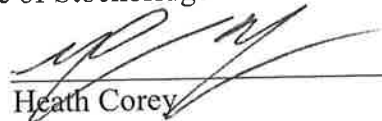
WITNESSES:



Stan L. Gormley

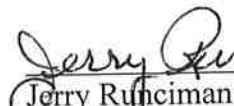
Village of Stockbridge

By:



Heath Corey
Its: President

By:



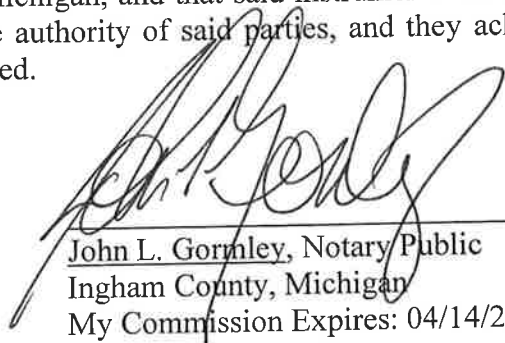
Jerry Runciman
Its: Owner

By: Glenna Runciman 3-11-13
Glenna Runciman
Its: Owner

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

On this 20th day of February, 2013, before me appeared Heath Corey to me personally known, who, being by me duly sworn, did say that he is, respectively, the Village President in Ingham County, Michigan, and that said instrument was signed and sealed on behalf of said parties, by the authority of said parties, and they acknowledge said instrument to be the free act and deed.


John L. Gornley, Notary Public
Ingham County, Michigan
My Commission Expires: 04/14/2017

STATE OF MICHIGAN)
) ss
COUNTY OF Ingham)

On this ¹¹ ~~20th~~ day of ^{MARCH} ~~February~~, 2013, before me appeared Jerry Runciman, and Glenna Runciman, to me personally known, who, being by me duly sworn, did say that they are, respectively, the owners in fee simple of their respective parcels in Ingham County, Michigan, and that said instrument was signed and sealed on behalf of said parties, by the authority of said parties, and they acknowledge said instrument to be the free act and deed.



Robert G. Fleming, Notary Public
Ingham County, Michigan
My Commission Expires: 11/17/2013
Acting Ingham County

EXHIBIT D
TO 2013 PLAN AMENDMENT

MUTUAL RELEASE AND SETTLEMENT AGREEMENT
REGARDING DRIVEWAY CONSTRUCTION,
ACCESS, AND EASEMENT

This agreement date this 21st day of February, 2013 arising by and between the following three parties: 1) Village of Stockbridge, a Michigan Municipal Corporation, of 210 Wood Street, Ste. 101, Post Office Box 155, Stockbridge, Michigan (hereinafter the "Village"), 2) Village of Stockbridge Downtown Development Authority, a Michigan Municipal Corporation, of 210 Wood Street, Ste. 101, Post Office Box 155, Stockbridge, Michigan (hereinafter the "SDDA"), and 3) Jerry Runciman and Glenna Runciman, husband and wife, both of Post Office Box 670, Stockbridge, MI 48295 (hereinafter "Runciman")

RECITALS

A. On or about 2009, the SDDA completed a sidewalk project that installed new sidewalk down Clinton Street (Highway M-52), which included new sidewalk across Runciman's private property [Tax ID No. 33-42-16-26-302-005].

B. While completing the sidewalk project, the SDDA's contractors, at the behest of the then Village Manager Dan Dancer, removed the driveway access onto the State of Michigan's Michigan Department of Natural Resources Lakeland Trail's property [Tax ID No. 33-42-16-26-502-002] (hereinafter the "State of Michigan") that ultimately serviced Runciman's private property [Tax ID No. 33-42-16-26-302-005], allegedly at the behest of the State.

C. Runciman complained to the Village in late 2011 that the Village and the SDDA had removed his driveway access across the State of Michigan's property, causing enumerated damages and making his property landlocked.

D. The Village and the SDDA responded that the access was illegal, as Runciman had no easement across the State's property and under current law could not gain adverse possession and/or acquiescence against either the State of Michigan and/or Railroad, who was the predecessor in interest to the State of Michigan (the "DISPUTE").

E. Discussions with MDOT has determined there is only one safe location for a driveway that could service both the Runciman property and the Village property [Tax ID No. 33-42-16-26-302-006], which is located partially on both properties.

F. There having been no adjudication on the merits in the aforementioned DISPUTE, the parties desiring to resolve this DISPUTE through settlement, and the parties intending to be governed by the terms and conditions set forth herein:

NOW THEREFORE, in consideration of the recitals and the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. **Releases:**

- 1.1 For good and valuable consideration, including services to be made as set forth in paragraph 2 below, Runciman, for themselves, and their agents, representatives, heirs, administrators, successors, and assigns, hereby releases and forever discharges both the Village and the SDDA, including their agents, partners, representatives, employees, officers, directors, attorneys, divisions, subsidiaries, affiliates, successors, and assigns of all causes of actions, whether known or unknown, plead or unplead that they have against them. ("Claims")
- 1.2 For good and valuable consideration, including services to be made as set forth in paragraph 2 below, the Village and the SDDA for themselves and their agents, representatives, heirs, administrators, successors, and assigns, hereby releases and forever discharges Runciman including their agents, partners, representatives, employees, officers, directors, attorneys, divisions, subsidiaries, affiliates, successors, and assigns of all causes of actions, whether known or unknown, plead or unplead that they have against them. ("Claims")

2. **Service:** Upon execution of this Release and Settlement Agreement by all parties, the parties shall also do the following:

- 2.1 Runciman for themselves and their agents, representatives, heirs, administrators, successors, and assigns, shall release, abandon, terminate, and forever discharge any claims they have to adverse possession and/or acquiescence over any portion of the Village of Stockbridge property [Tax ID No. 33-42-16-26-302-006]. Said release to be included in the easement contemplated under paragraph 2.2.
- 2.2 The Village and Runciman shall each execute a Permanent Reciprocal Easements to the other party and both shall execute a temporary construction to the SDDA, in the formats attached as Exhibit A, for ingress, egress and construction across any portion of the following described property they own in the Village of Stockbridge, County of Ingham, State of Michigan, to wit:

A 35 foot by 75 foot private drive easement for ingress and egress, more particularly described as follows: Commencing in the Southwest Corner of Section 26, Town 1 North, Range 2 East, Village of Stockbridge, Ingham County, Michigan; thence N00°55'56" W 1931.05 feet along the West line of said Section 26 to the Southerly line of former GTW Railroad (65 foot wide ½ Right-of-Way); thence continuing N00°55'56"W 72.18 feet to the West ¼ Corner of said Section 26; thence N89°32'33"E 35.5 feet to a point on the East line of Clinton Road (Highway M-52, 33 foot

wide ½ Right-of-Way); thence S00°27'27"E 720.52 feet along said East line of Clinton Road to the Place of Beginning of said easement; thence S89°51'16"E 75.00 feet; thence S00°27'27"E 35 feet along a line parallel with said West line of Section 26; thence N89°51'16"W 75.00 feet; thence N00°27'27"W 35.00 feet to the Place of Beginning. Said easement being a part of the Southwest ¼ of Section 26, Town 1 North, Range 2 East Village of Stockbridge, Ingham County, Michigan.

See diagram prepared by Design, Inc. on 10/14/2011 (Exhibit B), but later expanded from a 50' deep easement to a 75' deep easement.

- 2.3 The Village and Runciman shall both execute a Private Driveway Repair and Maintenance Agreement in the format attached as Exhibit C.
- 2.4 Once the above has been done by the Village and Runciman and same are recorded at the Ingham County Register of Deeds, then the SDDA shall pay 100% of the costs of drafting and recording of the easements and driveway maintenance agreements, drafting of this release, and the engineering and construction of the driveway depicted in Exhibit B, including the cost of any permits for same, provided:
- 2.4.1 the Village and Runciman shall cooperate by executing any permits required by any government agency as the actual legal property holders;
- 2.4.2 the driveway approach (east side of the sidewalk west to Clinton Street) may be either asphalt and/or cement at the SDDA's sole choice and the remaining 75' of driveway (eastside of the sidewalk east to end of the 75' easement) shall be gravel.
- 2.4.3 Once the SDDA completes the construction of the easement, it shall have no further obligation to the Village and/or Runciman in regards to this matter.
- 2.4.4 The SDDA anticipates starting construction on this project in the spring of 2013 and shall complete same by November 1, 2013.
- 2.4.5 The gravel portion of the driveway shall be brought to Runciman's property and thereafter it shall be Runciman's sale cost to connect to their existing driveway on said property.
- 2.4.6 All parties have reviewed and agree with the driveway plan set forth in Exhibit B and further outlined in paragraph 2.4.2 and all agree it shall not be altered, except by written agreement of all three parties prior to construction.

it

3. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successor and assigns, and transferees by operation of law, of the parties.

4. **Disputed Claims:** All claims, past, present and future, arising out of the facts that

are the subject of this DISPUTE, remain disputed in this full and final settlement thereof, and shall never be treated as an admission of liability or responsibility at any time or in any manner whatsoever, by any party whatsoever.

5. **Advice of Counsel:** All parties represent and warrant that they had the benefit of advice from their attorney chosen by them before agreeing to the terms of this Release and Settlement Agreement, and represents and warrants that they have read the same, fully understands its terms, contents, and effect, and that they sign this Release and Settlement Agreement voluntarily and without any coercion or undue influence.

- 5.1 Attorney John L. Gormley has solely represented the SDDA in regards to this matter;
- 5.2 Attorney Malcolm L. McKinnon has solely represented Runciman in regards to this matter.

6. **Amendments:** This Agreement may not be amended, modified, altered, or supplemented except by the execution and delivery of a written agreement executed by all the parties hereto.

7. **Validity of the Agreement:** The invalidity of any provision of this Release and Settlement Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof. The terms of this Release and Settlement Agreement are contractual and not a mere recital. It is further understood and agreed that no promises, representations, understandings, or warranties have been made or extended by any party hereto, other than those which are expressly set forth in this Release and Settlement Agreement, and that this Release and Settlement Agreement contains the entire agreement between the parties relating the rights and obligations herein.

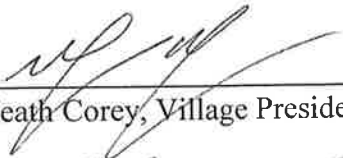
8. **Choice of Law and Jurisdiction:** This Agreement shall be governed and interpreted by the laws of the State of Michigan in the jurisdiction of the Ingham County Circuit Court.

9. **Counterparts:** This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement.

10. **Caption:** Captions to paragraph and subparagraphs of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.

IN WITNESS WHEREOF, the parties have executed this Release and Settlement Agreement as their free acts and deeds this 21st day of February, 2013.

Dated: February 21, 2013



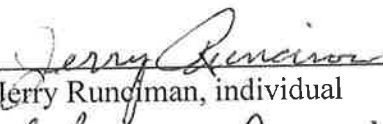
Heath Corey, Village President

Dated: February 21, 2013




C.G. Lantis, SDDA Chairperson

Dated: February 21, 2013

 3-11-13

Jerry Runciman, individual

Dated: February 21, 2013

 3-11-13

Glenna Runciman, individual

Drafted by: John L. Gormley
Attorney for Village of Stockbridge SDDA
101 East Grand River Ave.
P.O. Box 935
Fowlerville, MI 48836
(517) 223-3758

EXHIBIT A

PERMANENT RECIPROCAL EASEMENT AGREEMENT BY VILLAGE

KNOW ALL MEN BY THESE PRESENTS, that the Village of Stockbridge, a Michigan Municipal Corporation, whose address is 210 Wood Street, Suite 101, Post Office Box 155, Stockbridge, Michigan 49285-0155 (hereinafter the "Grantor" and/or "Village"), for and in consideration of the sum of Zero Dollars (\$0.00) does hereby convey, grant, and release to the Jerry Runciman and his wife Glenna Runciman to waiver her dower rights, of P.O. Box 670, Stockbridge, MI 48285(hereinafter, the "Runciman" and/or "Grantee"), its successors and assigns, a permanent reciprocal easement for ingress and egress over the property more particularly described as being over, across, and through a portion of the following parcel of land situated in the Village of Stockbridge, County of Ingham, State of Michigan, known as the parent parcel, and described as:

BEGINNING on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of intersection with South Right-of-Way line of Grand Trunk Railroad; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet M/L to centerline of Clinton Street; thence North along West Section line 49.5 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-006

(hereinafter, the "Parent Parcel"), together with the right of ingress and egress to, from, and over said lands. The permanent reciprocal easement for ingress and egress to, from, and over said land shall be located on a portion of the Parent Parcel more specifically described as being located in the Village of Stockbridge, County of Ingham, and the State of Michigan to wit:

A 35 foot by 75 foot private drive easement for ingress and egress, more particularly described as follows: Commencing in the Southwest Corner of Section 26, Town 1

North, Range 2 East, Village of Stockbridge, Ingham County, Michigan; thence N00°55'56" W 1931.05 feet along the West line of said Section 26 to the Southerly line of former GTW Railroad (65 foot wide ½ Right-of-Way); thence continuing N00°55'56"W 72.18 feet to the West ¼ Corner of said Section 26; thence N89°32'33"E 35.5 feet to a point on the East line of Clinton Road (Highway M-52, 33 foot wide ½ Right-of-Way); thence S00°27'27"E 720.52 feet along said East line of Clinton Road to the Place of Beginning of said easement; thence S89°51'16"E 75.00 feet; thence S00°27'27"E 35 feet along a line parallel with said West line of Section 26; thence N89°51'16"W 75.00 feet; thence N00°27'27"W 35.00 feet to the Place of Beginning. Said easement being a part of the Southwest ¼ of Section 26, Town 1 North, Range 2 East Village of Stockbridge, Ingham County, Michigan.

The Village shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures, or other construction of any kind or nature upon, over, or under the above-described permanent reciprocal easement without the prior written consent of the Grantee, during the term of the easement.

During the term of the permanent reciprocal easement, the Owner reserves the right to grant to others additional easement rights, in the easement hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines, providing Grantee agrees in advance in writing. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred 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 or for the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

The Grantor and the Grantee agree and accept that this permanent reciprocal easement for ingress and egress shall provide access equally to the following three parcels of property located in the Village of Stockbridge, County of Ingham, and the State of Michigan, to wit:

A. Runciman Parcel on South Clinton:

BEGINNING at the intersection of the center of Clinton Street and the Southerly line of the Grand Trunk Railroad Right-of-Way; thence South 2.3 feet along the center of Clinton Street; thence East at right angles with Clinton Street 234 feet; thence North 233.7 feet to the Southerly line of railroad Right-of-Way; thence Southwesterly along railroad to Beginning. Being a part of the North 1/2 of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.
Parcel #: 33-42-16-26-302-005

B. Village Parcel on South Clinton:

BEGINNING on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of intersection with South Right-of-Way line of Grand Trunk Railroad; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet M/L to centerline of Clinton Street; thence North along West Section line 49.5 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-006

C. Village Sewer Lagoon Parcel behind parcels on South Clinton:

SV 241, 242, 334212601200 W 1/2 OF NE 1/4 OF SW 1/4 OF SEC 26 ALSO BEG AT PT ON S 1/8 LN OF SEC 528 FT W OF W SEC LN -N 396 FT -W 195 FT -N 436.76 FT -W 99 FT -N TO SE'LY LN GTRR R/W -NE'LY ALOGN SD R/W LN TO PT 618.42 FT SW'LY FROM EW 1/4 LN -E'LY 140.44FT TO PT 110.78 FT SE & R/A TO SD R/W LN -NE'LY 53 FT PLL TO RR -NW' LY 50.78 FT R/A TO RR -NE'LY 51 FT PLL TO RR -SE'LY 15 FT R/A TO RR -NE'LY 116 FT TO RR -N 99 FT -E 171 FT -N TO LN 148.5 FT S & PLL TO EW 1/4 LN -E PLL TO EW 1/4 TO PT 511.5 FT E & 148.5 FT S OF INT SE R/W LN OF RR & EW 1/4 LN -N TO EW 1/4 LN -E TO W 1/8 LN OF SEC -S ALNG 1/8 LN TO S 1/8 LN OF SEC -W ALNG S 1/8 LN TO POB SEC 26 T1NR2E VILL OF STOCKBRIDGE.

Parcel #: 33-42-16-26-302-013

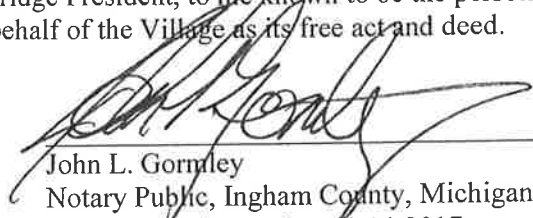
General Notice of Limitations of Liability as to Legal Descriptions: All the legal descriptions given to the drafting attorney and incorporated above are presumed to be correct. The descriptions are copied verbatim from the descriptions provided by the parties. Any misspellings or typographical errors are unintended. The drafting attorney assumes no responsibility for such descriptions or for encroachments or overlapping that might be revealed by a survey. The drafting attorney renders no opinion of a legal nature, such as to ownership of the property or condition of title and instead recommends an ALTA survey and title insurance without exception. The drafting attorney assumes, for purposes of this document, that title to the property is marketable and that the property is an unencumbered fee.

This instrument is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

Dated this 20th day of February, 2013


Heath Core, Village of Stockbridge President

On this 20th day of February, 2013, before me, a Notary Public for the County of Ingham, personally appeared Heath Corey, the Village of Stockbridge President, to me known to be the persons described herein, and who executed this Easement on behalf of the Village as its free act and deed.



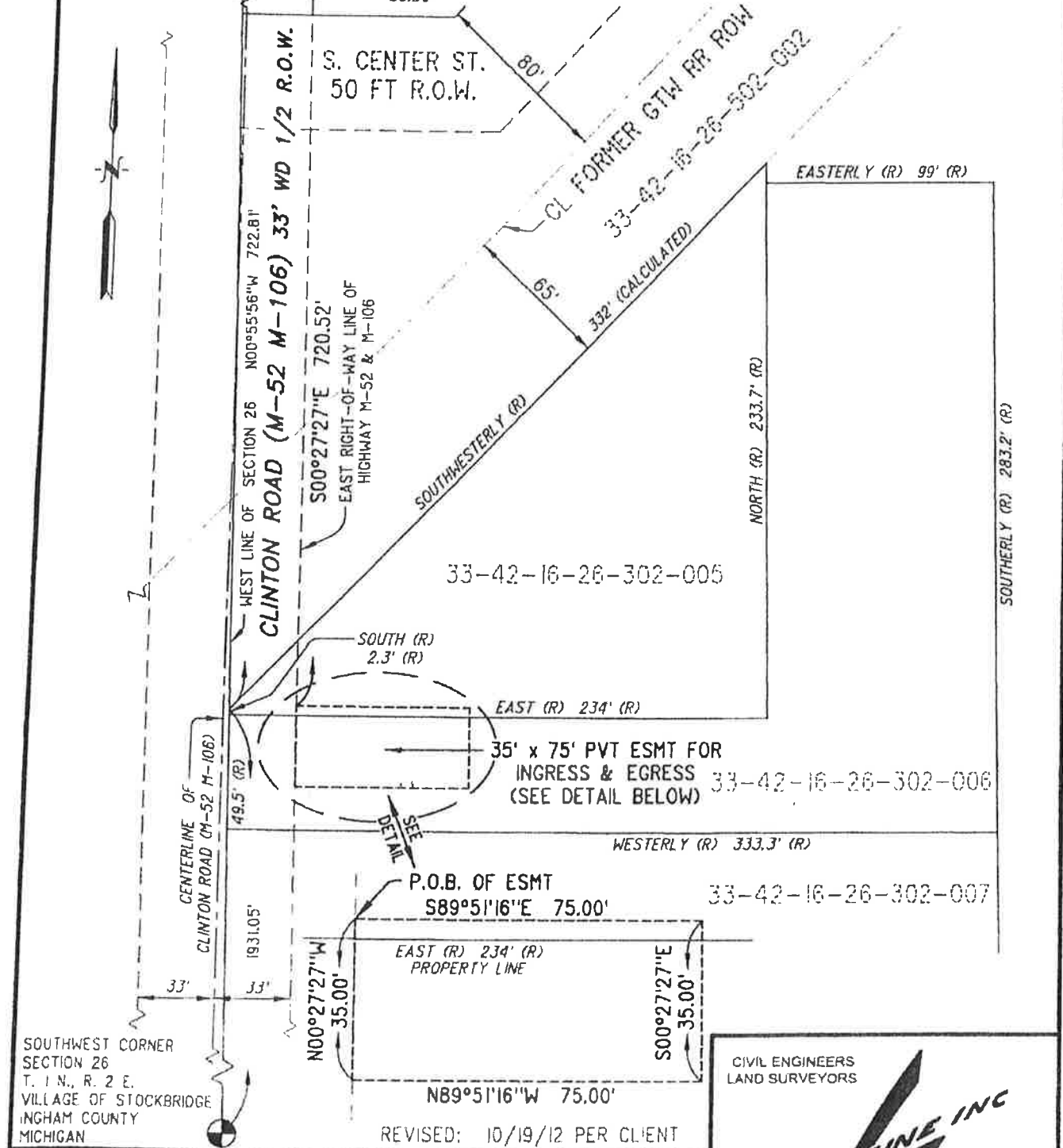
John L. Gormley
Notary Public, Ingham County, Michigan
My commission expires: 4-14-2017
Acting in Ingham

Drafted by and return to: John L. Gormley
Attorney for the Village of Stockbridge SDDA
101 East Grand River Ave.
P.O. Box 935
Fowlerville, MI 48836
(517) 223-3758

EXHIBIT B

WEST 1/4 CORNER
SECTION 26
T. 1 N., R. 2 E.

EXHIBIT "A" SKETCH OF EASEMENT



SOUTHWEST CORNER
SECTION 26
T. 1 N., R. 2 E.
VILLAGE OF STOCKBRIDGE
INGHAM COUNTY
MICHIGAN

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460
EMAIL: desine@dasineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

CLIENT: STOCKBRIDGE DDA		
JOB: 5-16-26-81487	DWG: 111855-IE ESMT	CO.: INGHAM
DATE: 10/14/11	CHECK BY: MLL	TWP.: VILL. OF STOCKBRIDGE
SCALE: 1" = 60'	DRAWN BY: LMC	SECTION: 26



S CLINTON ROAD
33-42-16-26-302-008

721 S CLINTON ROAD
33-42-16-26-302-005

OWNER OF PARCEL 33-42-16-26-302-005
(721 S. CLINTON) SHALL CEASE USE OF
EXISTING GRAVEL DRIVEWAY ON PARCEL
33-42-16-26-302-006 OUTSIDE OF
PROPOSED EASEMENT AREA.

EX. GRAVEL
DRIVE

PROPOSED 35' WIDE X 50' LONG
SHARED DRIVEWAY EASEMENT
FOR INGRESS AND EGRESS

"LAKELAND TRAIL" R.O.W.

REMOVE EXISTING DAMAGED TREE.
REPLACE WITH TREE REMOVED FROM
PROPOSED DRIVE LOCATION.

24' FT. WIDE GRAVEL
DRIVEWAY, EXTEND FROM
EDGE OF PAVEMENT TO
EXISTING GRAVEL DRIVE.
REMOVE AND TRANSPLANT TREE.
REPLACE DAMAGED TREE TO NORTH.

PROPOSED CONCRETE SIDEWALK
AND BARRIER FREE RAMPS PER
M.D.O.T. SPECIFICATIONS.

PROPOSED CONCRETE PAVED
DRIVEWAY APPROACH. (PAVEMENT
CROSS-SECTION PER M.D.O.T.
SPECIFICATIONS FOR COMMERCIAL
DRIVEWAY.)

801
S CLINTON
ROAD
33-42-16-26-302-007
EXISTING BUILDING

EX. CONCRETE WALK

EX. SANITARY SEWER

EX. GRAVEL SHOULDER

CLINTON ROAD (M-52)

EDGE OF EX. BIT. PAV.

R.O.W. LINE

EX. CONCRETE WALK

HYD

1/4" BOX

EX. WATER MAIN

1/2" CATV

1/2" CATV

1/2" CATV

1/2" CATV

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1/2" CATV



(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

SCALE: 1"=20'
PROJECT No.: 9111855
DWG NAME: 1855-ALX

CLIENT:
STOCKBRIDGE D.D.A.
134 E. MAIN ST., P.O. BOX 165
STOCKBRIDGE, MI. 49285

M-52 SHARED DRIVEWAY PLAN

DESIGN: CAG	REVISED
DRAFT: L.F.	10-12-11
CHECK: CAG	

DESIGN: CAG
DRAFT: L.F.
CHECK: CAG

EXHIBIT " _ " DESCRIPTIONS

BURDENED PARCEL No.: 33-42-16-26-302-005

Reference: Warranty Deed as recorded in Liber 1375, Page 259, Ingham County Records.

Land situated in the Village of Stockbridge, County of Ingham and State of Michigan, to-wit: That part of the Northwest 1/4 of the Southwest 1/4 of Section 26, T1N, R2E, Village of Stockbridge, Ingham County, Michigan, described as follows: Commencing at the intersection of the Southeasterly line of the Right-of-Way of Grand Trunk Railway and the centerline of Clinton Street, Village of Stockbridge; thence South 2.3 feet along the centerline of Clinton Street; thence East at right angles from Clinton Street, 234 feet; thence North at a 90° angle 233.7 feet more or less to the Southeasterly Right-of-Way of the Grand Trunk Railway; thence Southwesterly along said Right-of-Way to the Point of Beginning. Subject to and together with easements and restrictions affecting title to the above described premises.

BURDENED PARCEL No.: 33-42-16-26-302-006

Reference: Tax Roll October 2011

Land situated in the Village of Stockbridge, County of Ingham and State of Michigan, to-wit: That part of the Northwest 1/4 of the Southwest 1/4 of Section 26, T1N, R2E, Village of Stockbridge, Ingham County, Michigan, described as follows: **BEGINNING** on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of the intersection with South Right-of-Way line of Grand Trunk Railway; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet to said centerline of Clinton Street; thence North along said West line of Section 26 49.5 feet to the Place of Beginning. Subject to and together with easements and restrictions affecting title to the above described premises.

Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the surveyed parcel.

35 FOOT BY 50 FOOT PRIVATE EASEMENT FOR INGRESS AND EGRESS

A 35 foot by 50 foot private easement for ingress and egress, more particularly described as follows: Commencing at the Southwest Corner of Section 26, Town 1 North, Range 2 East, Village of Stockbridge, Ingham County, Michigan; thence N00°55'56"W 1931.05 feet along the West line of said Section 26 to the Southerly line of former GTW Railroad (65 foot wide 1/2 Right-of-Way); thence continuing N00°55'56"W 72.18 feet to the West 1/4 Corner of said Section 26; thence N89°32'33"E 35.50 feet to a point on the East line of Clinton Road (Highway M-52, 33 foot wide 1/2 Right-of-Way); thence S00°27'27"E 720.52 feet along said East line of Clinton Road to the **PLACE OF BEGINNING** of said easement; thence S89°51'16"E 50.00 feet; thence S00°27'27"E 35.00 feet along a line parallel with said West line of Section 26; thence N89°51'16"W 50.00 feet; thence N00°27'27"W 35.00 feet to the Place of Beginning. Said easement being a part of the Southwest 1/4 of Section 26, Town 1 North, Range 2 East, Village of Stockbridge, Ingham County, Michigan.

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

CLIENT: STOCKBRIDGE DDA		
JOB: 5-16-26-81487	DWG: 111885-IE ESMT	CO.: INGHAM
DATE: 10/14/11	CHECK BY: MLL	TWP.: VILL. OF STOCKBRIDGE
SCALE: N/A	DRAWN BY: LMC	SECTION: 26

EXHIBIT C

PRIVATE DRIVEWAY
REPAIR AND MAINTENANCE AGREEMENT

This Agreement made this 20th day of February, 2013, by and between the Village of Stockbridge (hereinafter, the "Village"), a Michigan municipal corporation, whose address is 210 Wood Street, Suite 101, Post Office Box 155, Stockbridge, Michigan 49285-0155 and Jerry Runciman and Glenna Runciman, husband and wife, both of Post Office Box 670, Stockbridge, Michigan 48295 (hereinafter, "Runciman").

WHEREAS, the Village and Runciman each own land located in the Village of Stockbridge, Ingham County, described as follows:

A. Runciman Parcel:

BEGINNING at the intersection of the center of Clinton Street and the Southerly line of the Grand Trunk Railroad Right-of-Way; thence South 2.3 feet along the center of Clinton Street; thence East at right angles with Clinton Street 234 feet; thence North 233.7 feet to the Southerly line of railroad Right-of-Way; thence Southwesterly along railroad to Beginning. Being a part of the North 1/2 of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-005

B. Village Parcel:

BEGINNING on the centerline of Clinton Street, being the West line of Section 26 at a point 2.3 feet South of intersection with South Right-of-Way line of Grand Trunk Railroad; thence Easterly 234 feet; thence Northerly 233.7 feet; thence Easterly 99 feet; thence Southerly 283.2 feet; thence Westerly 333.3 feet M/L to centerline of Clinton Street; thence North along West Section line 49.5 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 26, T1N-R2E, Village of Stockbridge, Ingham County, Michigan. Subject to and together with easements and restrictions affecting title to the above described premises.

Parcel #: 33-42-16-26-302-006

WHEREAS, according to MDOT, the Village and Runciman must share one private drive for both to access Clinton Street (M-52) due to issues of limited site distance on the two parcels.

WHEREAS, the majority of this shared driveway will be located on the Village parcel.

WHEREAS, in a November 2, 2011 letter to Runciman's attorney the Stockbridge Downtown Development Association (hereinafter, "SDDA") has offered to install the new joint private drive, because of its 2009 Sidewalk project, under the following terms:

1. The SDDA proposes to pay for the engineering, drafting of the easements, drafting of the joint driveway agreements, drafting of the Release, construction of the driveway, and the pulling of all necessary permits.
 - a. Once built, the SDDA wants no further responsibility for maintenance.
 - b. the SDDA will not begin the drafting of legal documents, MDOT application process, nor construction, until items 2 - 4 below are completed by Runciman.
2. The SDDA requests written confirmation from Runciman that the above proposal will satisfy all issues between the SDDA, the Village, and Runciman related to the 2009 sidewalk project; as well as a written release of all claims, known or unknown regarding same, in consideration for the undertakings outlined herein.
 - Upon attorney Gormley receiving written verification from Runciman's attorney that Runciman agrees to the terms outlined herein, attorney Gormley will begin drafting the required Release for review and execution.
3. The Village and Runciman must agree upon a written Joint Maintenance Agreement for the driveway (this document).
4. Runciman must abandon any claim to the portion of their circular drive that encroaches south onto the Village parcel.

WHEREAS, to date, neither Runciman nor their attorney have responded directly to the November 2, 2011 letter; but Runciman and the Village have roughed out a joint drive agreement, which is being totally supplemented and replaced by this document.

WHEREAS, the Village and Runciman agree and understand that the SDDA will be constructing the private drive to the then-existing municipal standards, but will have no responsibility for repair, improvement, or maintenance of this joint driveway once constructed and will be totally released from all current or future liability regarding these parcels and the 2009 sidewalk project in consideration for the construction of the joint driveway.

WHEREAS, both the Village and Runciman understand and agree that they must each grant the SDDA a temporary construction easement, and grant each other a permanent reciprocal easement, for ingress and egress to construct, repair, use, and maintain over their respective portion of the private drive which is described as follows:

A 35 foot by 75 foot private drive easement for ingress and egress, more particularly described as follows: Commencing in the Southwest Corner of Section 26, Town 1 North, Range 2 East, Village of Stockbridge, Ingham County, Michigan; thence N00°55'56" W 1931.05 feet along the West line of said Section 26 to the Southerly line of former GTW Railroad (65 foot wide ½ Right-of-Way); thence continuing N00°55'56"W 72.18 feet to the West ¼ Corner of said Section 26; thence N89°32'33"E 35.5 feet to a point on the East line of Clinton Road (Highway M-52, 33 foot wide ½ Right-of-Way); thence S00°27'27"E 720.52 feet along said East line of Clinton Road to the Place of Beginning of said easement; thence S89°51'16"E 75.00 feet; thence S00°27'27"E 35 feet along a line parallel with said West line of Section 26; thence N89°51'16"W 75.00 feet; thence N00°27'27"W 35.00 feet to the Place of Beginning. Said easement being a part of the Southwest ¼ of Section 26, Town 1 North, Range 2 East Village of Stockbridge, Ingham County, Michigan.

WHEREAS, the Village and Runciman seek agreement for the maintenance and repair of a private drive, once constructed, to service both parcels described above (see **Exhibit A**).

WHEREAS, the Village and Runciman desire to provide assurances to each other that the private drive, once constructed, will be properly repaired and maintained; and

WHEREAS, Runciman and the Village desire to receive approval for the construction plans of the drive from the Village, and

WHEREAS, the parcels of land described above will benefit from the private drive being properly repaired and maintained;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

(1) Village and Runciman parcels described above shall be solely responsible for the repair, use, improvement, and maintenance of the private drive and to collect fees necessary for such repair, uses, improvement and maintenance, once the SDDA constructs same.

(2) Runciman and the Village agree to execute whatever documents are necessary to dedicate and convey to the owners of the following parcels a right of easement [ingress/egress] to use the land for a private drive accessing Clinton Road (M-52) and public/private utilities; and the Village and Runciman hereby covenant for

themselves, their successors, heirs and assigns, to the following parcels the continued right to use the land for the Private Drive.

The parcels benefitting from the use of this private drive access to Clinton Street shall be:

- a. Parcel #: 33-42-16-26-302-005 (Runciman Parcel on Clinton Road)
- b. Parcel #: 33-42-16-26-302-006 (Village Parcel on Clinton Road)
- c. Parcel #: 33-42-16-26-302-013 (Village Sewer Lagoon Parcel immediately behind Village Parcel on Clinton Road)

(3) Runciman and the Village, and the subsequent owners of each parcel, shall be responsible for the repair, use, improvement and maintenance of the drive, at no cost to Stockbridge Township, the SDDA or to Ingham County.

(4) Runciman and the Village, and the subsequent title holders of each parcel listed in paragraph 2 above, shall enforce the responsibilities of the Owner hereunder.

(5) The private drive shall not be unilaterally altered in any way from its original design as depicted in Exhibit A by either the Village or Runciman, nor by any subsequent owner of their parcels, without the approval and consent of the both the Village and Runciman, or any subsequent owner.

(6) The cost of repair, use, improve, and maintenance of the private drive, and any related easements, shall be borne equally by Runciman and the Village under the following terms:

6.1 The private drive will only currently serve the Runciman parcel, as it is the only parcel with a building on it. So long as there is no construction or use by the Village, the Runciman Parcel shall be 100% responsible for the maintenance and repair of the private drive.

6.2 At such time as the Village or a subsequent owner begins to use the private drive to access to projects on either parcel 33-42-16-26-302-006 or 33-42-16-26-302-013, then the cost of repairs and maintenance shall be borne equally (50/50) between the Village and Runciman.

6.3 Maintenance shall include, but not be limited to, routine seal coating, snow plowing in accordance with the Village Ordinance on same, repair of pot holes, and other general maintenance issues.

6.4 Repairs shall include, but not be limited to, any repairs necessary to bring the private drive back to the standard of construction as depicted in Exhibit A.

6.5 Improvements shall include, but not be limited to, any improvements necessary to reconstruct the private drive or improve it beyond normal maintenance.

6.6 If either party believes the private drive needs improvement, maintenance, and/or repair, they shall notify in writing the other party, or their successor in interest, describing the type of improvement, maintenance or repair

required and how they believe those cost of some should be apportioned between the parties. The party receiving notice shall have 14 days to agree or disagree with the improvement/repairs/maintenance or the allocation of responsibility.

6.6.1 If no objection is received then the improvement/repairs/maintenance shall be carried out within 60 days and the property owners assessed according to the notice provided in paragraph 6.6 above.

6.6.2 If objection is received, then the matter shall proceed to the Ingham County Circuit Court. The Court shall determine if the request for the improvement, maintenance or repair was legitimate, if the cost allocation was appropriate and, where necessary, order the improvement, repair and/or maintenance completed forthwith. The Court shall assess actual attorney fees and costs against the losing party and in favor of the prevailing party.

6.6.3 If no objection is received, the work is performed and either party fails to pay its proportional share as represented in the paragraph 6.6 notice, then the other party may proceed to circuit court to collect the proportional share from the non-performing party, in which case the non-performing party shall be responsible for:

- (a) 110% of the proportional share (includes a 10% penalty for failure to timely perform.)
- (b) The actual attorney fees and cost incurred by the performing party in collecting the proportional share from the non-performing party.

(7) The Private Drive shall remain free of all debris, and snow removal shall be done at any time the accumulation of snow meets or exceeds the limited proscribed by Village Ordinance.

(8) The Private Drive, if not paved, shall be periodically graded to remain passable for normal ingress and egress and remain free of any ruts. Re-graveling of the private drive shall be done periodically as needed to maintain the drive.

(9) Runciman and the Village, and any subsequent owners of each parcel, shall allow ingress and egress for public safety, police, fire, and emergency services, plus private and public utilities.

(10) In the event any owner, their invitee, trades persons, or employees damage the private drive during use for ingress or egress, that owner shall be liable for all costs of repair to the private drive and any necessary repairs shall be completed within sixty (60) days after creating the damage. Any failure to repair said damage shall be dealt with in the manner proscribed in paragraph 6.6.3.

(11) Each owner having the Private Drive run through their property shall have the right to mow any portion of the Private Drive not being used as the surface Private Drive area and shall have the right to plant and maintain grass, shrubs, trees or similar

vegetation within the Private Drive easement provided access and maintenance of the Private Drive surface is not limited by such actions.

(12) No equipment, material, or vehicle storage is permitted within the Private Drive easement.

(13) The Private Drive is open to the general public for use.

(14) Any party having an ownership interest in the Private Drive easement agrees to execute any and all documents, including easement agreements, necessary for the installation of public utilities.

(15) By execution of this Agreement, which shall be recorded with the Ingham County Register of Deeds, the Village and Runciman warrant that they are the owner in fee simple of their respective parcels described above and, on behalf of their heirs and assigns, intend that the benefits and burdens of this Agreement shall run with the land.

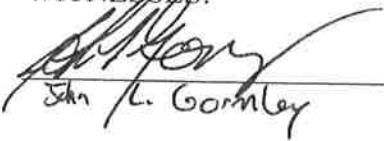
(16) Runciman and the Village, their successors, heirs, and assigns, and all future owners of said parcels shall hold harmless and indemnify the SDDA for any liability incurred by the SDDA resulting from any loss of the previous driveways, any other losses, claim, or damage to persons or property arising out of the design, placement, construction, operation, use, maintenance, repair or replacement of the drive, or the failure of any of the parties to perform their obligations under this Agreement.

(17) In the event any provisions contained in this Agreement should be held ineffective or invalid by reason of judgment, decree, court order, or otherwise, all other parts and provisions of this Agreement shall nevertheless remain in full force and effect.

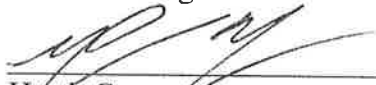
(18) These covenants run with the land and may only be amended by a unanimous written decision by the Village and Runciman, or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date above written.

WITNESSES:


John L. Gornley

Village of Stockbridge

By: 
Heath Corey
Its: President


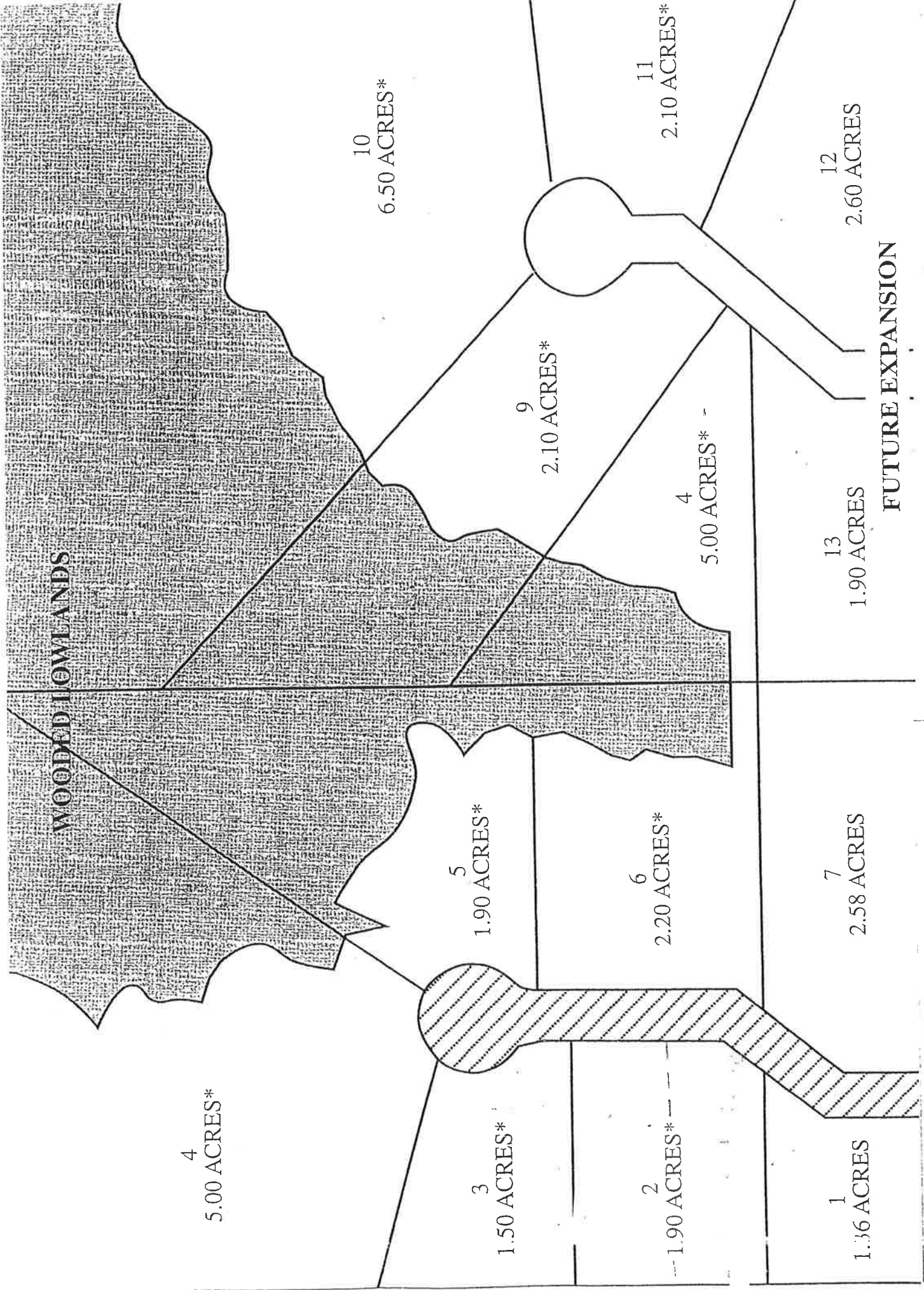
By: 
Jerry Runciman
Its: Owner

EXHIBIT E
TO 2013 PLAN AMENDMENT



M-52 < --- < Great Rd

FUTURE EXPANSION

EXHIBIT F
TO 2013 PLAN AMENDMENT

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of January, 2012 between **Village of Stockbridge Downtown Development Authority (SDDA)**, a Michigan Municipal Corporation, at 134 East Main Street, Stockbridge, Michigan hereinafter referred to as the "**SDDA**", and the **Livingston Business Development Associates, Inc.**, a Michigan corporation, having its registered office at PO Box 484, Fowlerville, Michigan, hereinafter referred to as the "**LBDA**".

WHEREAS, many Michigan communities are faced with declining tax base, high unemployment and declining commercial and industrial investment; and

WHEREAS, a coordinated effort on the part of citizens and institutions, in the Greater Stockbridge area is desirable in order to solve the above problems and create industrial and commercial expansion and to promote the economic well-being and development of the Village of Stockbridge; and

WHEREAS, LBDA, Inc. a privately held company, with a stated mission of developing jobs and promoting economic and business development services for communities in the Mid-Michigan area; and

WHEREAS, a coordinated approach to the development of jobs and the promotion of economic development services will aid the Village DDA in its own economic and business development planning, marketing, expansion, retention and attraction needs; and

NOW THEREFORE, in consideration of these premises, the parties hereto agree as follows:

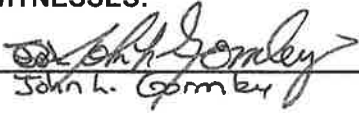
1. The LBDA shall act as the Village's DDA consultant with respect to economic and business development projects in and for the Village DDA for purposes of promoting both the economic expansion of local business and industry currently located within the Village DDA district as well as establishing new businesses and industries within the district for a period beginning January 1, 2013 and ending December 31, 2013.
2. The SDDA agrees to pay to the LBDA an amount of money for services and expenses rendered on behalf of the SDDA by the LBDA staff. The SDDA has determined for the period that it will pay eighteen thousand and 00/100 in monthly installments of one thousand five hundred and 00/100 (\$1,500) to the LBDA with the first installment due on January 15, 2013 for economic development services.
3. Both parties agree that this Agreement is subject to all applicable ordinances, resolutions and rules of the SDDA.
4. That this Agreement shall be subject to such modifications as may be mutually agreeable to the contracting parties.

01/13-12/13 Agreement
LBDA/Village of Stockbridge DDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first above written.

**VILLAGE OF STOCKBRIDGE
Downtown Development Authority**

WITNESSES:



John L. Gormley




CG Lantis, Chair

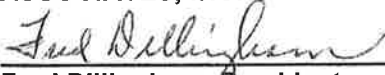


Marcy Tracy, Vice Chair

**LIVINGSTON BUSINESS DEVELOPMENT
ASSOCIATES, INC.**



John L. Gormley



Fred Dillingham, President



Jennifer Balyeat, CFO

EXHIBIT G
TO 2013 PLAN AMENDMENT

**2011/2012 THROUGH 2012/2013
FISCAL YEARS AGREEMENT
FOR REVENUE SHARING WITH VILLAGE**

THIS AGREEMENT (hereinafter, the "Agreement") is made by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE VILLAGE OF STOCKBRIDGE**, a Michigan municipal corporation (hereinafter, the "SDDA") and the **VILLAGE OF STOCKBRIDGE**, a Michigan municipal corporation (hereinafter, the "Village").

PREMISES

WHEREAS, the SDDA was created by the Village under the authority of Act No. 197 of the *Michigan Public Acts of 1975*, as amended (hereinafter, "Act 197"); and

WHEREAS, pursuant to Act 197, the SDDA has prepared, and the Village has approved, a Tax Increment Finance and Downtown Development Plan (as amended and restated, hereinafter, the "**Plan**") for the development of the development area within the downtown district of the SDDA located in the Village as described in the Plan (hereinafter, the "Development Area"); and

WHEREAS, pursuant to the Plan, the SDDA has used, and intends to continue to use, tax increment revenues, as defined in Act 197 (hereinafter, the "Tax Increment Revenues"), to provide for the acquisition, construction, and financing of necessary public facilities and for other purposes permitted by Act 197 as more fully described in the Plan, for the purposes of preventing property value deterioration and encouraging economic growth in the Development Area for the benefit of the residents of the Village and all taxing units levying taxes within the Development Area; and

WHEREAS, the SDDA recognizes that some of the projects completed by the SDDA in the past, and those contemplated to be completed in the future, have or will increase necessary maintenance costs for which the Village is responsible, and the SDDA wishes to partially assist the Village with those necessary increased maintenance costs so as to extend the life span of such projects and not overburden the Village's limited resources; and

WHEREAS, these acquisitions and construction of public facilities by the SDDA referenced above must be supervised, administered, maintained, and improved from time to time, which requires project management services, labor services, basic materials/supplies, and specialized equipment not owned by the SDDA, along with the payment of utility bills for the utilities installed by the SDDA; and

WHEREAS, the SDDA also requires day to day administrative services to operate and function in a proficient manner, i.e., management, administration, clerk, and treasurer services; and

WHEREAS, Section 14(4) of Act 197 permits the SDDA to enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the Development Area is located to share a portion of the captured assessed value of the district; and

WHEREAS, the SDDA recognizes that the Village is and can provide valuable services to the Development Area in furtherance of the goals of the SDDA under this agreement, which services are for the unique benefit of the SDDA and the Development Area including, but not limited to, the following items:

- (i) board administrative services for SDDA daily functions, including, but not limited to: clerk services (secretarial, telephone, recording and maintaining of board records), treasurer services (accounting, payables, receivables, and budgets), attending SDDA meetings when required, posting and handling of all Open Meeting Act compliance issues, use of office space and supplies, audit services, use of copy machine and other in-house publication and e-mail services;
- (ii) services, including, but not limited to: project management, preparation of bidding packages and the handling of letting the bid, day-to-day management of existing project and improvements, administering the rental assistance program, Revolving Loan Program, and/or other programs established by the SDDA from time to time, and reports and attendance at SDDA Board Meetings;
- (iii) Veteran's Park maintenance, including, but not limited to, regular cleaning and maintaining of the bathrooms, regular lawn mowing of the park, regular snow removal from the park's parking lot¹ [replacement of park facilities and capital improvements are not included in this Agreement for regular maintenance];
- (iv) SDDA Parking Lot and Common Area maintenance, including, but not limited to: mowing and maintenance of green areas within and surrounding parking lots, regular parking lot striping, and snow removal [replacement of asphalt, cement, curbs, or sidewalks are not included in this Agreement for regular maintenance];
- (v) sidewalk maintenance in the TIF District, including, but not limited to, all snow removal and lawn maintenance in and around sidewalks as required by SDDA contractual obligations (like easement areas) [replacement of sidewalks are not included in this Agreement for regular maintenance];
- (vi) Industrial Park maintenance, including, but not limited to, any regular mowing of SDDA vacant lots and any required snow removal from SDDA property;
- (vii) payment of all utilities from SDDA existing projects, including, but not limited to, water and sewer bills for Veteran's Park bathrooms, street and pedestrian light bills within the TIF District and Industrial Park, and any other similar expense;
- (viii) the maintenance of decorative flowers in the downtown district and the placement of decorative holiday decorations in the downtown district; and

¹ The requirement of mowing the lawn and/or plowing the snow in Veteran's Park shall not be interpreted by either side as setting a precedent as to whom is ultimately responsible for mowing and plowing the Park, when this Revenue Sharing Agreement terminates.

- (ix) the purchase of general supplies and materials necessary to carry out the maintenance necessary to complete items (i - viii). Included within this category would be, for example: 1) salt for the sidewalks, 2) light bulbs for the lights 3) gasoline for the lawn mowers, 4) toilet paper and cleaning supplies for the Veteran's Park bathroom, and etc. . .

Items (i - ix) are hereinafter known as the "contracted services"

WHEREAS, the SDDA understands that the contracted services referenced above are for labor, general equipment usage, and general materials; but not for material or labor in new construction projects; and

WHEREAS, because of these contracted services provided to the Development Area by the Village, the SDDA considers it appropriate in order to continue the orderly development of the Development Area to enter into this Agreement with the Village to compensate it; and

WHEREAS, the Village acknowledges that it has the ability to provide services similar to those listed above to the Development Area, and that it intends to provide said services for the benefit of the Development Area during the term of this Revenue Sharing Agreement; and

WHEREAS, it is the intention of the parties to this Agreement to enter into an agreement to share a portion of the Tax Increment Revenues received by the SDDA pursuant to Section 14(4) of Act 197 in a manner which does not violate other Sections of Act 197; and

WHEREAS, in the past the SDDA has contracted with public (Village DPW and Village staff) and/or private contractors to perform the above contracted services in the 2009-2010 fiscal year at a cost well in excess of \$78,000.00; and

WHEREAS, a prior SDDA Committee met on or about August 31, 2010 and recommended to the prior Village Council and to the prior SDDA Board, by way of an oral motion, that the parties agree to a Revenue Sharing Agreement for \$75,000.00 per year.

- (A) since that offer, the SDDA has completed a new municipal parking lot [i.e., the Minix Parking Lot], which will also require lawn care, snow removal, salting, and other general maintenance; and
- (B) the Village DPW had traditionally stored excess snow on the location that is now the new Minix Parking Lot, which will result in the DPW now having to load and truck out of town all the excess snow from the Wood Street and Minix Parking Lots, at an increased cost; and

WHEREAS, the prior Village Council did not respond to the recommendation, but instead moved the SDDA's control and administration to the Planning Commission; and

WHEREAS, the current Village Council came into office in the fall of 2010 and re-established the SDDA as a separate board, as it is currently constituted; and

WHEREAS, members of the Village and the SDDA boards have subsequently re-entered into discussion regarding a revenue sharing agreement; and

WHEREAS, the parties anticipate some cost savings to both parties by having all contracted services handled in-house by the Village on behalf of the SDDA under the terms of any Revenue Sharing Agreement; and

WHEREAS, it is the intent of this Agreement to be all encompassing, so that the SDDA will not be billed by the Village for any services in excess of \$6,500.00 per month (\$78,000.00 per year) during the term of this Agreement, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

ARTICLE I SHARE OF TAX INCREMENT REVENUES

Section 101. Agreement to Share Tax Increment Revenues.

Subject to the terms and conditions of this Agreement, for Fiscal Year 2011/2012 the SDDA intends to share Tax Increment Revenues with the Village in a prorated amount of \$26,000.00 [$\$78,000.00 / 12 \text{ months} \times 4 \text{ (November - February)}$] under the assumption that the duties outlined in Article II will begin November 1, 2011 and end February 28, 2012, (hereinafter, the "Shared Revenues"). The fees will be paid in equal monthly installments of \$6,500.00. The Tax Increment Revenues retained by the SDDA shall be the balance of the Tax Increment Revenues not shared with the Village pursuant to this Revenue Sharing Agreement.

Subject to the terms and conditions of this Agreement, beginning in Fiscal year 2012/2013 the SDDA intends to share Tax Increment Revenues with the Village in the amount of \$78,000.00 under the assumption that duties outlined in Article II will begin March 1, 2012 and end February 28, 2013, (hereinafter, the "Shared Revenues"). The fees will be paid in equal monthly installments of \$6,500.00. The Tax Increment Revenues retained by the SDDA shall be the balance of the Tax Increment Revenues not shared with the Village pursuant to this Revenue Sharing Agreement.

Section 102. Termination of the Agreement. This Agreement shall terminate February 28, 2013, except the Village's duty to complete the 2012/13 fiscal year audit in the summer of 2013 shall survive the termination date.

Section 103. Agreement Shall Not Impair Payment of Existing Obligations. The parties agree that nothing contained in this Agreement, or any amendment to this Agreement, shall prevent or impair the SDDA from fulfilling its primary obligation to meet its payment requirements on the debt service on, and, if necessary, maintain a debt service reserve fund for, the obligations issued by the SDDA, outstanding as of the date of this Agreement, for which the SDDA has agreed to meet its payment requirements on the debt service.

**ARTICLE II
DUTIES OF VILLAGE STAFF
DURING TERM OF AGREEMENT**

Section 2.1. DPW Duties. The DPW shall:

- 2.1.1 Wood Street Parking Lots and Sidewalks - shall be plowed, salted, maintained, asphalt repair, seal coated as needed, stripped as needed, mowed, sprayed, have the landscape maintained, and otherwise generally cared for during the term of this Agreement, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal. This duty shall include the duty to maintain any lights in the parking lot;
- 2.1.2 Minix Parking Lot and Sidewalks - shall be plowed, salted, maintained, asphalt repair, seal coated as needed, stripped as needed, mowed, sprayed, have the landscape maintained, and otherwise generally cared for during the term of this Agreement, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal. This duty shall include the duty to maintain any lights in the parking lot;
- 2.1.3 Industrial Park Lots - shall have any trash that is dumped on the property or blows onto the property picked up routinely. Industrial Park property shall otherwise be maintained, including, but not limited to, regular mowing of SDDA vacant lots and any required snow removal from SDDA property, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal;
- 2.1.4 Veteran's Park - maintenance, including, but not limited to: regular cleaning and maintaining of the bathrooms, regular lawn mowing of park, regular snow removal from the park's parking lot², repairs to park structures and equipment, and maintenance of the park gazebo [replacement of park facilities and capital improvements are not included in this Agreement for regular maintenance];
- 2.1.5 Bridge and Surrounding Sidewalk Maintenance - the DPW shall plow the snow and salt when appropriate on both the pedestrian walk wherever the SDDA is required under written easements to do so. The DPW shall maintain the bridge and the surrounding sidewalk areas, including any required sealing/staining, plantings, light or electric maintenance, repairs, or general maintenance;
- 2.1.6 Downtown Flowers - the maintenance of decorative flowers in the downtown district, including watering and weeding;

² The requirement of mowing the lawn and/or plowing the snow in Veteran's Park shall not be interpreted by either side as setting a precedent as to whom is ultimately responsible for mowing and plowing the Park, when this Revenue Sharing Agreement terminates.

- 2.1.7 Other Decorative Lights - the DPW shall maintain any other decorative lights installed by the SDDA and/or any other lights the SDDA is responsible for in the TIF District;
- 2.1.8 Holiday Decorations - the installation, removal, maintenance, and storage of all SDDA holiday decorations;
- 2.1.9 Supplies - the purchase by the DPW of general supplies and materials necessary to carry out the maintenance necessary to complete items (i - viii). Included within this would be, for example: 1) salt for the sidewalks, 2) light bulbs for the lights 3) gasoline for the lawn mowers, 4) toilet paper and cleaning supplies for the Veteran's Park bathroom, and etc. . . ; and
- 2.1.10 DPW Catch All Clause - any other duties that might be assigned to the DPW to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

Section 2.2 Village Staff Duties:

- 2.2.1 Police - the cost of extra police presence and overtime for SDDA activities and events;
- 2.2.2 Clerk - the Village Clerk shall provide the SDDA with the following services:
 - i. answer the telephone, take messages for the SDDA, and/or transfer of telephone calls to the SDDA personnel if they are present in the office;
 - ii. assist the SDDA in preparing the monthly meeting packets, including payables (invoices), receivables, correspondence, etc.;
 - iii. collect all SDDA mail, open the mail, time stamp the mail, keep the originals of the mail with the Village records and provide the SDDA with a copy of the mail, all in a timely manner;
 - iv. handle all answers to SDDA FOIA requests;
 - v. be the keeper of all SDDA original records; however, providing timely access to those records to SDDA members and employees during normal office hours; and
 - vi. provide the SDDA with any other Clerk services consistent with the spirit of this Agreement, to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.
- 2.2.3 Treasurer - the Village Treasurer shall provide the SDDA with the following services:
 - i. input bills payable;
 - ii. prepare monthly treasurer reports;
 - iii. assist, as needed, in preparation of budget;
 - iv. prepare accounts payable list for monthly meeting;

- v. issue all checks for signature by two SDDA officials;
- vi. reconcile any and all checking accounts;
- vii. help in dealing with other taxing jurisdictions to ensure the correct amount is captured from each jurisdiction;
- viii. assist with audit;
- ix. provide access to the SDDA's checking accounts, bank statements, accounts receivable list, and accounts payable list (with supporting bills) for the SDDA Chair, SDDA Treasurer, and SDDA administrative assistant during normal office hours; and
- x. provide the SDDA with any other Treasurer services consistent with the spirit of this Agreement, to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

2.2.4 Audit - the Village shall pay the cost of the SDDA audit for 2011/12 fiscal year and the 2012/13 fiscal year, even though the 2012/13 fiscal year audit shall not be completed until after this Agreement expires.

2.2.5 Staff Catch All Clause - any other duties that might be assigned to the Staff to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

Section 2.3 Utilities and Office Space:

2.3.1 The Village shall pay the utilities for all lights in the TIF District regardless of whether the SDDA installed the lights or previously paid the electrical bill on the lights.

2.3.2 The Village shall pay the water and sewer bill for any usage at the Veteran's Park Bathroom.

2.3.3 The Village shall provide the SDDA with office space and use of the Village meeting hall without cost, including use of the office equipment, computers, copier, postage meter, etc... This shall include the Village providing the SDDA with a new or used computer and access to all software used by the Village (accounting, e-mail, access to web page, etc).

2.3.4 Utilities and Space Catch All Clause - any other utilities or space costs that might be otherwise be billed to the SDDA shall be covered by the Village to ensure that the SDDA is not billed for any other utilities or use of space, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

**ARTICLE III
MISCELLANEOUS**

Section 301. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.

Section 302. Governing Law. Each and every term, provision, and condition of this Agreement shall be governed and construed in all respects, whether as to matters of validity, capacity, performance, or otherwise, in accordance with the laws of the State of Michigan.

Section 303. Severability. Each term, condition, and provision of this Agreement is severable; and if any term, condition, or provision shall be determined to be illegal, invalid, and/or unenforceable, for any reason whatsoever, this Agreement shall thereafter be read, construed, and enforced as though such illegal, invalid, and/or unenforceable term, condition, or provision were not included herein.

Section 304. Captions. All captions or headings preceding the text of separate paragraphs of this Agreement are solely for reference purposes and shall not affect the meaning, construction, interpretation, or effect of the text.

Section 305. Notices. All notices required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to another, shall be effective only if the same shall be in writing and shall be either personally served or sent by facsimile, U.S. mail, or air courier service with postage prepaid, to such party at its address as set forth herein to the attention of the person whose title is set forth below. Any such notice given by mail or air courier shall be deemed effective upon two (2) days following the date the same shall have been deposited in the United States mail or with the air courier service.

SDDA: Downtown Development Authority of Village of Stockbridge
 c/o Village of Stockbridge
 134 East Main Street
 Stockbridge, Michigan 49285
 Attention: Chairperson Annabell Howard

Village: Village of Stockbridge
 134 East Main Street
 Stockbridge, Michigan 49285
 Attention: President Don Byrd

Section 306. Counterparts. This Agreement may be signed in any number of counterparts.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year set forth immediately beneath their respective signatures.

DOWNTOWN DEVELOPMENT AUTHORITY
of the Village of Stockbridge

By: Annabell Howard
Annabell Howard
Its: Chairperson
Date of Execution: 12/5/2011

VILLAGE OF STOCKBRIDGE

By: Don Byrd
Don Byrd
Its: President
Date of Execution: 12-5-11

Drafted by:

John L. Gormley
Attorney for the Village of Stockbridge DDA
101 East Grand River Avenue
Post Office Box 935
Fowlerville, Michigan 48836
(517) 223-3758

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