

Village of Stockbridge Village Clerk

Timothy Matthew Sadowski 134 East Main Street, P.O. Box 155, Stockbridge, MI 49285-0155 Office (517) 851-7435 Fax (517) 772-6222

Email: tsadowski@vil.stockbridge.mi.us

TIMELINE OF TAX INCREMENT FINANCING PLAN 2004 AMENDMENT

- 1. May 3, 2004
 - SDDA adopts Resolution No 04-03 approving amendments to the SDDA's Development Plan.
 - Village Council adopts Resolution No 04-05-2 to declare the Development Area Citizens Council has failed to organize.
 - Village Council adopts Resolution No 04-05-3 to set a Public Hearing on June 7, 2004.
- 2. May 11, 2004
 - Notice of Public Hearing published in Town Crier.
- 3. May 18, 2004
 - Notice of Public Hearing published in Town Crier.
- 4. June 7, 2004
 - Village Council held Public Hearing at 7:26 pm.
 - Village Council adopted Ordinance No 04-06-1 amending the Stockbridge Downtown Development Authority's Tax Increment Finance Plan.

Sincerely,

Timothy Matthew Sadowski

Village Clerk

VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY RESOLUTION NUMBER (24-6-3

(Enacted May 3, 2004)

RESOLUTION APPROVING AMENDMENTS TO THE SDDA'S DEVELOPMENT PLAN

WHEREAS, the Village of Stockbridge Downtown Development Authority ("SDDA") has prepared the amendments to its Development Plan, which are attached hereto and incorporated herein by reference.

WHEREAS, the DDA has not consulted with any Development Area Citizens Council, because same has failed to organize.

IT IS THEREFORE RESOLVED that the SDDA:

- 1. Adopts the Amendments to the SDDA Development Plan that are attached hereto.
- 2. Requests that the Village of Stockbridge approve the amendments by Ordinance, in accordance with the procedures set forth in the SDDA Act.

Moved By: Dancer
Seconded By: PA-tess
Adopted at a Special Meeting of the Downtown Development Authority held on May 3, 2004.
YEAS: Dancer Sevenon Paton Louinly Spansone NAYS:
NATS.
Jody L. Leatherberry, Chairperson
CERTIFICATION
I certify that the above is a true and complete copy of Resolution No. (1) adopted by the Stockbridge DDA at a Special Meeting held on the 3rd of May, 2004. Thomas Lovachis, DDA Secretary

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- H. Citizen's Council Motion Russell Mackinder, support Tom Ford to adopt Resolution 04-05-2 to Declare the Development Area Citizens Council Has Failed to Organize and to Permit the SDDA's Plan Amendment Process to Proceed Without Them discussion; Roll Call: Yeas Russell Mackinder, Jerry Kunzelman, Tom Ford, Karen Kirk, Wesley Duncan, Daniel Dancer; Nays None; Absent Gary Smith; motion carried 6-0.
- I. Public Hearing Motion Jerry Kunzelman, support Russell Mackinder to adopt Resolution 04-05-3 to set June 7, 2004 as a public hearing to consider adoption of an ordinance approving amendments to the existing development plan discussion; Roll Call: Yeas Jerry Kunzelman, Tom Ford, Karen Kirk, Wesley Duncan, Russell Mackinder, Daniel Dancer; Nays None; Absent Gary Smith; motion carried 6-0.
- J. Sycamore Creek Expansion Motion Wesley Duncan, support Russell Mackinder to adopt draft report as presented by Cary Bond of Fleis & VandenBrink Engineering discussion; Roll Call: Yeas Tom Ford, Karen Kirk, Wesley Duncan, Russell Mackinder, Jerry Kunzelman, Daniel Dancer; Nays None; Absent Gary Smith; motion carried 6-0.

President Dancer and Clerk Dancer recused due to personal nature of next agenda item. Pro-Tem Duncan assumes Chair.

K. Scram Lawsuit – Motion Russell Mackinder, support Tom Ford to table request to a special council meeting set for 6 pm May 12th and send request to attorney for legalities of paying – discussion; verbal motion carries. Garbage & Rubbish collection bids will be awarded on this agenda.

President Dancer and Clerk Dancer resume positions.

OTHER BUSINESS: None PUBLIC COMMENT: None

VILLAGE MANAGER REPORT - Report reviewed and discussed

VILLAGE ATTORNEY REPORT - No report this month

<u>ADJOURN</u>: Motion Russell Mackinder, support Tom Ford to adjourn; verbal motion carried. Meeting adjourned 9:37 pm.

Linda Dancer, Village Clerk

Binda Dancer

VILLAGE OF STOCKBRIDGE

RESOLUTION NO. <u>04-05-2</u> (Enacted May 3, 2004)

RESOLUTION TO DECLARE THE DEVELOPMENT AREA CITIZENS COUNCIL HAS FAILED TO ORGANIZE AND TO PERMIT THE SDDA'S PLAN AMENDMENT PROCESS TO PROCEED WITHOUT THEM

WHEREAS, the Village of Stockbridge (Village) organized the Stockbridge Downtown Development Authority (SDDA), pursuant to Act No. 197 of the Michigan Public Acts of 1975, as amended. (the Act)

WHEREAS, the SDDA and the Village have previously adopted and amended a Tax Increment Finance Plan and a Development Plan, in accordance with the Act and are considering proposed amendments to the Plan again.

WHEREAS, the SDDA and Village have determined that there now exists more than 100 persons residing inside the development area, therefore a Development Area Citizens Advisory Council is required under Section 21 of the Act.

WHEREAS, the Village ran an ad in a newspaper of local circulation requesting applicants for the position. Two inquiries were received, but the persons were unqualified, as they did not reside in the district.

WHEREAS, the Village President and the SDDA Chairperson have attempted to solicit individual applicants for the position personally without success.

WHEREAS, the need for individuals to form a Development Area Citizens Council has been reported in the local newspaper.

WHEREAS, the Village cannot fill the nine (9) positions required to create the Development Area Citizens Council.

IT IS THEREFORE RESOLVED:

- 1. The Village Council declares that, pursuant to Section 24 (4) of the Act, the Development Area Citizen Council has failed to organize after a good faith effort by the Village's elected and appointed officials to seek qualified candidates to establish same.
- 2. Pursuant to the Act, this failure of the Development Area Citizens Council to organize shall not preclude adoption of the Plan Amendments, so long as the Village complies with all other applicable terms of the Act.

3. The SDDA and the Village shall go forward with the process outlined in the Act for the consideration adoption of the SDDA Plan Amendments, without the participated of any Development Area Citizens Council.

At a regular meeting of the Village of Stockbridge held on May 3, 2004 the above Resolution was:

MOVED BY: Russell Mackinder

SECONDED BY: Jon Jord

YEAS: Mackinder, Kunzelman, Ford, Kirk, Duncan, Dancer

NAYS: Mare

ABSENT:) muth

Daniel R. Dancer, Village President

I certify that the above is a true copy of Resolution No. <u>64-05-3</u> adopted by the Village Council at a regular meeting held on the May 3, 2004.

Linda Dancer, Village Clerk

Drafted by: John L. Gormley

SDDA Attorney

Gormley Law Offices, PLC

101 East Grand River Ave./P.O. Box 935

Fowlerville, MI 48836

(517) 223-3758

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VILLAGE OF STOCKBRIDGE

RESOLUTION NO. <u>04-05-3</u> (Enacted May 3, 2004)

RESOLUTION OF INTENT TO HOLD A PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE APPROVING AMENDMENTS TO THE EXISTING DEVELOPMENT PLAN

WHEREAS, the Village of Stockbridge (Village) organized the Stockbridge Downtown Development Authority (SDDA), pursuant to Act No. 197 of the Michigan Public Acts of 1975, as amended. (the Act)

WHEREAS, the SDDA and the Village have previously adopted and amended a Tax Increment Finance Plan and a Development Plan and amended that Plan, in accordance with the Act.

WHEREAS, the SDDA approved a proposed amendment to the Development Plan at a special meeting on May 3, 2004.

WHEREAS, the Village Council, based upon the recommendation of the SDDA, has determined to consider adopting the proposed Amendments to the Development Plan, which requires notice and a public hearing, as set forth in the Act.

WHEREAS, a copy of the proposed SDDA Amendments to the Development Plan, are available by the Stockbridge Village Hall for public inspection during normal business hours.

IT IS THEREFORE RESOLVED that the Village Council declares its intent to hold a public hearing for the purpose of considering the adoption of Amendments to the Downtown Development Plan, as follows:

- Public Hearing: The Village Council shall now hold a public hearing on the adoption of proposed Amendments to the Downtown Development Plan on June 1, 2004 at 7:00 p.m. at the Village Hall.
- 2. **Form of the Notice:** The Notice shall state the date, time, and place of the hearing and shall describe the proposed development area, including a statement that maps, plats, and a description of the development plan are available for public inspection at a designated place and that all aspects of the development plan will be open for public discussion at the hearing.
 - 2.2.1 The form of the Notice is attached to this Resolution.
- 3. **Notification of the Public Hearing:** The Village Clerk shall provide notice of the Public Hearing as follows:

- 3.1. By publication twice in a newspaper of general circulation in the municipality, the first of which shall not be less than 20 days before the date set for the hearing.
- 3.2. By first class mail, not less than 20 days before the hearing, to the property taxpayers of record in the proposed district.
- 3.3. By posting notice in at least 20 conspicuous places and public places in the proposed downtown district, not less than 20 days before the public hearing.
- 3.4 The Village shall keep copies of the proposed Plan Amendment at the Village Hall for public inspection during normal business hours.

At a regular meeting of the Village of Stockbridge held on May 3, 2004 the above Resolution was:

MOVED BY: Jerry Kunzelman SECONDED BY: Russell Machinder
YEAS: Kunzelman, Ford, Kurk, Duncan, Machinder, Dancer
NAYS: Mane
ABSENT: Smith
Daniel R. Dancer, Village President

I certify that the above is a true copy of Resolution No. 04-5-3 adopted by the Village Council at a regular meeting held on the May 3, 2004.

<u>Junda Dancer</u> Linda Dancer, Village Clerk

Drafted by: John L. Gormley

SDDA Attorney

Gormley Law Offices, PLC

101 East Grand River Ave./P.O. Box 935

Fowlerville, MI 48836

(517) 223-3758

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VILLAGE OF STOCKBRIDGE NOTICE OF PUBLIC HEARING TO AMEND THE SDDA'S DEVELOPMENT PLAN

PLEASE TAKE NOTICE that the Village of Stockbridge will hold a public hearing at 7:00 pm on Monday, June 7, 2004 at the Village Office, 115 East Elizabeth Street, Stockbridge Michigan for the purpose of taking public comment regarding the following issue:

THE ADOPTION OF AMENDMENTS TO THE EXISTING DEVELOPMENT PLAN

DESCRIPTION OF THE SDDA DISTRICT: The existing DDA District is described on page 24-26 and 37 of the 1995 Amendment to the Plan and is not changed by these proposed Plan Amendments. A map of the District, which outlines and describes the district in relation to highways, streams, and streets is attached to this notice and incorporated by reference herein.

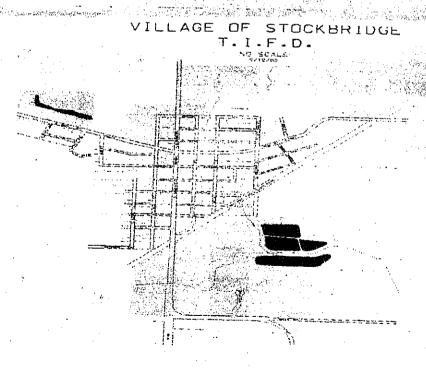
COPIES OF DOCUMENTS: The proposed Amendments to the Development Plan, including maps, plats and the Development and Tax Increment Plan itself, as previously amended, are available for public inspection at the following location:

VILLAGE OF STOCKBRIDGE 115 EAST ELIZABETH STREET STOCKBRIDGE MICHIGAN

RELOCATION: The SDDA does not anticipate any displacement or relocation of families or individuals as a result of the proposed amendment to the Plan, but is required by law to address the issue in the Plan.

PUBLIC COMMENT: The Village of Stockbridge will receive public comment either by communication in writing with reference to the matter received prior to the hearing or direct testimony from the public during the hearing. The hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for the introduction of documentary evidence pertinent to the issue at hand. The Village of Stockbridge shall make and preserve a record of the public hearing, including all data presented there at.

EFFECT ON TAXES AND ZONING: The fact that a property is included within the SDDA's District will not effect the property taxes assessed on the property nor the zoning of the property. The SDDA can do nothing with regards to any individual property, without the property owner's consent.



Linda Dancer, Village Clerk 5/11/2004 & 5/18/2004 5-11-04

Village of Stockbridge Regular Meeting – Council Room June 7, 2004 Minutes

Present: President Daniel Dancer; Pro-Tem Wesley Duncan; Trustees: Tom Ford, Karen Kirk, Jerry Kunzelman, Russell Mackinder, Gary Smith; Clerk Linda Dancer; Village Manager HL "Jack" Myers; DPW Supervisor Shane Batdorff; DDA President Jody Leatherberry; Village Treasurer Kristen Ottke; and other interested citizens

CALL TO ORDER: Meeting called to order 7:00 pm

ROLL CALL: All presentPledge of Allegiance

AGENDA: Motion Russell Mackinder, support Gary Smith to accept the agenda as amended – discussion none; verbal motion carried.

MINUTES: Motion Tom Ford, support Russell Mackinder to accept regular meeting minutes May 3, 2004 as printed – discussion none; verbal motion carried. Motion Tom Ford, support Wesley Duncan to accept special meeting minutes May 12, 2004 as printed – discussion none; verbal motion carried.

CLERK/TREASURER REPORT: Accept report dated 5/31/2004.

INVOICES: Motion Gary Smith, support Russell Mackinder to pay invoices in the amount of \$54,035.06– discussion none; verbal motion carried.

COMMITTEE REPORTS - None

<u>POLICE REPORT</u> – Deputy Tim Young – Report reviewed and discussed <u>SDDA REPORT</u> – Jody Leatherberry – Report reviewed and discussed

<u>PUBLIC HEARING</u>: Close regular meeting and open public hearing regarding SDDA Plan Amendments 7:26 p.m. Manager Myers reviewed the SDDA Plan Amendments No Comments from Public Close Public Hearing 7:27 pm

<u>BUILDING INSPECTOR REPORT</u> - No report available <u>DPW REPORT</u> - Report reviewed & discussed <u>COMMUNICATIONS/CORRESPONDANCE</u> - None

ZBA: Motion Tom Ford, support Russell Mackinder to set a Public Hearing for variance request on 119 North Center Street for the next regular council meeting on July 6, 2004 – discussion none; verbal motion carried.

PUBLIC COMMENT: None

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OLD BUSINESS:

- A. Ordinance 04-06-1: Motion Gary Smith, support Russell Mackinder to adopt Ordinance 04-06-1 to approve 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 discussion; Roll Call: Yeas Gary Smith, Tom Ford, Karen Kirk, Wesley Duncan, Russell Mackinder, Jerry Kunzelman, Daniel Dancer; Nays None; Absent None; motion carried 7-0.
- B. Garbage Contract: Motion Russell Mackinder, support Gary Smith to execute Contract for Garbage and Rubbish Collection discussion; Roll Call: Yeas Tom Ford, Karen Kirk, Wesley Duncan, Russell Mackinder, Jerry Kunzelman, Gary Smith, Daniel Dancer; Nays None; Absent None; motion carried 7-0.

NEW BUSINESS:

A. Resolution 04-06-1: Motion Gary Smith, support Karen Kirk to adopt Resolution establishing base millage rate of 13.9513 – discussion; Roll Call: Yeas – Karen Kirk, Gary Smith, Daniel Dancer Nays – Wesley Duncan, Russell Mackinder, Jerry Kunzelman, Tom Ford; Absent – None; motion defeated 4-3.

Motion Tom Ford, support Russell Mackinder to adopt Resolution 04-06-1 establishing base millage rate of 12.7400 – discussion; Roll Call: Yeas – Wesley Duncan, Russell Mackinder, Jerry Kunzelman, Gary Smith, Tom Ford, Karen Kirk, Daniel Dancer; Nays – None; Absent – None; motion carried 7-0.

- B. Removed from agenda
- C. Resolution 04-06-2: Motion Russell Mackinder, support Gary Smith to adopt Resolution 04-06-2 amending a previous resolution establishing rates, charges and administrative policies discussion; Roll Call: Yeas Russell Mackinder, Jerry Kunzelman, Gary Smith, Tom Ford, Karen Kirk, Wesley Duncan, Daniel Dancer; Nays None; Absent None; motion carried 7-0.
- D. Resolution 04-06-3: Motion Daniel Dancer, support Russell Mackinder to appoint Kristen Ottke as Village Clerk/Treasurer effective 7-1-2004 for a 2 year term ending April 6, 2004– discussion; Roll Call: Yeas Jerry Kunzelman, Gary Smith, Tom Ford, Karen Kirk, Wesley Duncan, Russell Mackinder, Daniel Dancer; Nays None; Absent None; motion carried 7-0.

ORDINANCE NO. 04-06-1 VILLAGE OF STOCKBRIDGE (Enacted June 7, 2004)

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 2004 that the Development Plan required additional amendments to incorporate into it several on going projects and several proposed future projects.

WHEREAS, the Village determined that there are now 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 the 2004 Amendments to the Development Plan, on May 3, 2004. (Attached as Exhibit A 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 June 7, 2004 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 June 7, 2004, 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 Development Plan, as amended, constitutes a public purpose.
 - the Village has determined that the 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).
 - 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 Development Plan, as amended.
 - 1.4 the Village has determined that the development outlined in the Development Plan, as amended, is reasonable and necessary to carry out the purposes of Act 197, P.A. 1975, as amended.
 - the Village has determined that the Development Plan, as amended, is in reasonable accordance with the approved Village Zoning Ordinance and other Plans of the Village of Stockbridge.
 - the Village has determined that the public services (such as police, fire, and utilities) are or will (after the improvements outlined in the 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 Development Plan, as amended, are reasonably necessary for the projects and the municipality.
 - 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.

- Invalidity of Any Section if any section, subsection, sentence, clause or phrase of this 2. 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.
 - Effective Date This ordinance and the related rules, regulations, provisions, 3. 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.
 - Repealer All Ordinances or parts of Ordinances in conflict with this ordinance 4. 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 7th day of June 2004.

Moved By:

Gary Smith

Seconded By: Russell Mackinder

YEAS: Gary Smith, Tom Ford, Karen Kirk, Wesley Duncan, Russell Mackinder, Jerry

Kunzelman, Daniel Dancer

NAYS: None

ABSENT: None

Daniel Dancer, Village President

Clerk's Certification

I certify that the above is a true and complete copy of Ordinance No. 04-06-1 adopted by the Village Council at a meeting held on the 7th day of June, 2004 and published in the Town Crier on June 15th, 2004.

Drafted by: John L. Gormley (P-53539)

Village of Stockbridge's Downtown Development Authority Attorney

Gormley Law Offices, PLC

101 East Grand River Ave. P.O. Box 935

Fowlerville, MI 48836

(517) 223 - 3758

SDDA 2004 DEVELOPMENT PLAN AMENDMENT TO INCORPORATE NEW PROJECTS AND PROVIDE ADDITIONAL SPECIFICATIONS ON EXISTING PROJECTS

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

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

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

- 3. The description of the existing improvements in the area to be demolished, repaired, or altered, a description of any repairs or alterations, and an estimate of the time required for completion.
 - 3.1 Purchase 132 East Main Street on a land contract on July 18, 2002 from Patricia Barbie for \$107,000.00 at 7% interest, with semi-annually payments. A copy of the land contract is attached hereto as Exhibit A and incorporated by reference herein. The SDDA intends to clean this property up and make it presentable for sale along with 134 East Main Street, Stockbridge, Michigan via a public auction, as outlined in Section 10.1. Together, the properties will be placed back on the public tax role and give a potential developer a significant footprint to redevelop in accordance with the terms of the auction and the deed restrictions.
 - Purchase 134 East Main Street from Fred and Lori Watson on January 21, 1999 for \$34,000.00 cash. A copy of the Purchase Agreement is attached as Exhibit B and incorporated herein by reference. The SDDA intends to clean this property up and make it presentable for sale along with 134 East Main Street, Stockbridge, Michigan via an auction, as outlined in Section 10.1. Together, the properties will be placed back on the public tax role and give a potential developer a significant footprint to redevelop in accordance with the terms of the auction and the deed restrictions.

Purchase 122 South Clinton Street from Abdel-Nabi Properties, LLC on September 13, 2002 for \$300,000.00 on a land contract with a \$60,000.00 down payment, monthly payments, a floating interest rate of prime plus two points, and a one-year balloon payment. The purchase was for what is commonly known as the "Old Country Market Building" and the western parking lots behind said building. The buildings were in great disrepair and vacant at the time of purchase. The buildings are a corner stone of the community and are located in the central downtown square. The land contract is attached as Exhibit D and incorporated by reference herein. The SDDA intended to lease or sell the building, along with making improvements to its facade to improve the look of the downtown. The parking lot, which actually serves all the buildings in the downtown area, was to be improved and title was to retained, by the SDDA, as a public parking area.

The land contract vendor's interest was assigned to the Paul R. Chandler Trust in late 2003. The SDDA then negotiated an extension of the land contract until December 31, 2005, with an additional payment of \$70,000.00 (bringing the remaining balance on the land contract down to \$170,000.00) and monthly interest only payments at the fixed rate of 8.5%. All the terms of same were approved by Resolution of the SDDA on November 3, 2003. The assignee of the vendor's interest was chosen from a pool of potential candidates, because it offered the best terms.

- The SDDA, in conjunction with the Village of Stockbridge, intends to improve 3.4 Veterans Memorial Park through a 50% matching grant from the State via the Recreation Grant Program headed by the MDNR. In accordance with the grant procedure, the Village and the SDDA retained the services of Fleis & Vanderbrink to prepare a Recreation Plan for 2001-2005, which is attached as Exhibit E and incorporated by reference herein. Please see Appendix D to the Recreation Plan for a detailed map of the improvements being set forth in the Recreation Plan. Also, attached as Exhibit F and incorporated by reference herein is a copy of the Grant Application submitted to the State of Michigan. The Recreation Plan outlines \$150,000.00 worth of improvements to the Veterans Memorial Park. The Grant Application was approved by the State in 2004, under the terms of that approval the State will pay 50% of the costs and the Village, through the SDDA, will pay the matching money for the improvements outlined in the Recreation Plan. The work outlined in the Recreation Plan must be completed by Decameter 31, 2005, under the terms of the grant.
- 3.5. The existing parking lot being purchased as part of 122 South Clinton Street is slated for major improvements between 2004 and 2006 construction seasons. The parking lot is legally described in Exhibit G. The improvements include resurfacing of existing pavement, curbing, storm drainage correction issues, striping, and related parking improvements. The estimated costs for same are \$200,000.00, because of a large underground storm drainage issue that must be

corrected as part of the improvement.

- 3.6 The existing parking lot owned by the SDDA next to the U.S. Post Office is, also, slated for major improvements between 2004 and 2006 construction seasons. The parking lot is legally described in Exhibit H. This parking lot needs resurfacing from a gravel lot to pavement, curbing, drainage issues, striping, and related parking improvements. The estimated costs of same is \$100,000.00. The SDDA has owned this property since 1992.
- 4. The description of the location, extent, character, and estimate cost of the improvements, including rehabilitation contemplated for the development area and an estimate of the time required for completion, signage or signalization.
 - 4.1 The improvements to the facade of the 122 South Clinton Street are attached as Exhibit I and incorporated by reference herein. The improvements are being made in the 2004 construction year and are estimated to costs approximately \$100,000.00.
 - 4.2 The improvements to the two existing parking lots are described in paragraphs 3.5 and 3.6, as are the estimated costs for each and time frame required to complete each.
 - 4.3 The cleanup of 132 and 134 East Main Street is described in paragraphs 3.1 and 3.2, as are estimates of the costs for each and the time frame required to complete same.
- 5. The following is a statement of construction or stages of construction planned, and the estimated time for completion of each stage.
 - 5.1 The clean up of 132 and 134 East Main Street shall be completed by June 1, 2004 at a cost of less than \$10,000.00.
 - 5.2 The facade improvements to 122 South Clinton Street will be completed by the December 31, 2004.
 - The parking lot improvements (Exhibits G &H) are planned to be completed in the 2004 construction season. If the SDDA is unable to complete same in that construction season, the SDDA intends to complete them in either the 2005 or 2006 construction season. Each Lot will be completed in one phase of construction.
 - 5.4 The park improvement project will either be done in the 2004 or the 2005 construction season, as the grant must be completed by the end of 2005. All the projects contained under the Recreation Plan will be done in one phase of construction.

- 6. The description of any parts of the development area to be left as open space and the use contemplated for the space is contained in Section 1.1.1 of the 2001 Plan Amendment.
 - 6.1 This section is not being amended.
- 7. The following is a description of any portion of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.
 - 7.1 This section is not being amended.
- 8. The following is a description of desired zoning changes and changes in streets, street levels, intersections, or utilities.
 - 8.1 This section is not being amended.
- 9. The following is an estimated cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing.

The estimated cost of the following developments is less than \$1,000,000.00:

a.	Purchase of 132 East Main Street	\$107,000.00
b.	Purchase of 134 East Main Street	\$34,000.00
c.	Clean up and auction fee for 132	\$(10% of Auction price received)
	and 134 East Main Street	
d.	Purchase of 122 South Clinton St.	\$300,000.00
e.	Facade Improvement Project	\$100,000.00
f.	Parking Lot Improvements	\$300,000.00
g.	Park Improvements	\$ 75,000.00

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

- a. Any Tax increment revenue bonds issued by the Village, pursuant to Section 16(1) of the DDA Act;
- b. Any Tax increment revenue bonds issued by the SDDA, pursuant to Section 16(2) of the DDA Act;

- c. Other advances from the Village repayable from tax increment revenues of the SDDA, which advances may be financed through obligations incurred by the Village under the Local Building Authority Act or other authorizing statutes;
- d. Tax increment revenues on a pay-as-you-go basis; and
- e. Federal or State grants or contributions.
- 10. The following is a designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if the information is available to the authority.
 - 10.1 The SDDA intends to auction 132 and 134 East Main Street to the highest bidder in the summer of 2004, pursuant to the terms of the Resolution attached as Exhibit C hereto and incorporated herein. All persons natural or corporate will be able to bid on said Properties, with the sale going to the highest bidder who can comply with the terms of the sale.
 - The SDDA leased the buildings at 122 South Clinton Street to V. Jack Owens on December 9, 2002 for two years at a rental rate as set forth in the agreement, attached as Exhibit J and incorporated by reference herein. The Lease, also, contains an option to purchase the buildings on the property, but not the parking lot, at the end of the lease for \$200,000.00. V. Jack Owens paid \$30,000.00 down as a non-refundable option price, which is set off against the purchase price should he choose to exercise the option. V. Jack Owens was required to complete extensive repairs to the building and re-opened one part of the building as an antique mall in the spring of 2004. This project results in new business being introduced to the downtown through a combination of private and public funding.
- 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 agreement between the authority and persons, natural, or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.
 - 11.1 The SDDA intends to auction 132 and 134 East Main Street to the highest bidder in the summer of 2004, pursuant to the terms of the Resolution attached as Exhibit C hereto and incorporated herein. All persons natural or corporate will be able to bid on said Properties, with the sale going to the highest bidder who can comply with the terms of the sale.
 - 11.2 The SDDA conducted a private bid for persons with the financial resources necessary to lease the building at 122 South Clinton Street, complete the extensive remodeling and updating required to re-open the building to the public. V. Jack Owens was determined by Resolution of the SDDA to be the person to lease the building to in 2002. The lease came with an option to purchase, as described in paragraph 10.2.

- 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 provision for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the federal uniform relocation assistance and real property acquisition policies act of 1970, being Public Law 91-646, 42 U.S.C. sections 4601, et seq.
 - Because of the answer to Section 12, no provision for the costs of relocating persons displaced is included.
- 15. No persons are being relocated in the development area, but any future relocation will be done in compliance with Act No. 227 of the Public Acts of 1972, being sections 213.321 to 213.332 of the Michigan Compiled Laws.
- 16. This Plan Amendment provides for no other material that the authority, local public agency, or governing body considers pertinent.
- 17. This Development Plan does not provide for improvement related to a qualified facility, as defined in the federal facilities development act, Act No. 275 of the Public Acts of 1992.
- 18. The original 1986 Plan states that its duration will "terminate upon the completion of those projects specified in the development schedule (Table 1)." The 1992 Plan Amendment does not appear to have addressed the duration of the Plan. The 1995 Plan Amendment states that the "duration of the Plan is limited to the implementation of the

goal [sic] and objectives." Pursuant to this 2004 Amendment, the capturing of tax increment revenues shall continue to through taxes levied in 2014 or such later year when all obligations of the SDDA payable from tax increment revenues have been retired or satisfied. The Development Plan shall be effective until the purposes of the Development Plan are completed.

19. The estimated impact of tax increment financing on all taxing jurisdictions in which the SDDA's Development Area is located was originally addressed by the SDDA in previous amendments. This Amendment provides updated information contained as Exhibit K and incorporated by reference herein, regarding the impact of tax increment financing on all taxing jurisdictions. Additionally, the SDDA states:

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

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

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

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

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

Tax Increment Revenues: For the duration of the Plan, taxing jurisdictions will continue to receive tax revenues based upon the Initial Assessed Value of the Development Area. The SDDA will receive that portion of the ad valorem tax levy of all taxing jurisdictions on the Captured Assessed Value of the taxable property in the Development Area, other than the State, local school district and intermediate school district tax levies, and specific local taxes attributable to such ad valorem property taxes (the "Tax Increment Revenues"), subject to limitations and exemptions which may be contained in the DDA Act, this Tax Increment Financing Plan, and the provisions of any agreements for the sharing of Captured Assessed Value.

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

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

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

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

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EXHIBIT A 132 EAST MAIN STREET LAND CONTRACT Parlies

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5013

P. 075

Land Contract

First American Title Insurance Company

07/09/2002 THE 18:06 [TX/RX NO 9189] 2002

WITH ALTERNATE TAX AND INSURANCE PROVISIONS

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beiween	PATRICIA E.	BARBE. A. m.	irried woman		
1784,	3029 Heeney Stockbridge	***************************************	· · · · · · · · · · · · · · · · · · ·	, hereinafter refer	red to as the "Seller
whose address is	3029 Herney	Road Stock	bridge, MI 49	285	esti hum musi je parasuski si tog 1941 paks 1851
and	Stockbridge	Downtown De	velopment Autr	nority, a mu	micipal
******************************			.		
Whose address is	Post Office	80x 513, St	ockbridge, MI	49285	- American American American
Witnesseth:					
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(a) To purchase said land and pay the Seller the sum aloresaid, with the interest theron as above provided.



Maintenance of Promises

Mortgage by

Encumbrances on Seller's Title

Non-payment of Taxes or Insurance

Assignment by Purchasor

Possossion

Right to Fortell

Acceleration Clause

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(g) To keep and maintain the promises and the buildings thereon in as good condition as they are at the date hereof. reasonable wear and teer excepted, and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

- (a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not more than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b); or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser hercin; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbelore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making allidavit duty sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided under or by virtue of the foregoing power, shall extend to any and all renewals or exte
- (b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums first maturing hereon, with interest at the rate provided in Paragraph 1 (b) on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said fand by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same. containing a covenant by the grantee to assume and agree to pay the same.
- (c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate as set forth in Paragraph 1 (b) hereof.
- (d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon,
- (e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to ratain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof, in the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.
- (I) If the Purchaser shall fall to perform this contract or any part thereof, the Seller Immediately after such default shall have the right to declare the same forfeiled and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time. that time.
- (g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid belance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.
- (n) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the Deed to be made in fulfillment hereof.
 - Time shall be deemed to be of the essence of this contract.
- (j) The individual parties hereto represent themselves to of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.
- (k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the Purchaser at the addresset forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box,
- (1) Payment schedule may be adjusted as determinded by Seller, however, may not exceed proposed annual payments as outlined on page one of this land Seller to give 30 days notice of desire to adjust payment schedule.

(c) To keep the promy in accordance with all police, sanitary and other gulations imposed by any governmental authority.

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.

demand.

(f) That he has examined an Applyacy of Vitte Commitment dated May 24 2002; Commitment #600154...

covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

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The pronouns and relative words herein used are writt execution hereof as Selier or Purchaser, or either be of the fen plural, feminine or neuter, respectively. The covenants herein the respective parties.	en in the masculine and singular only. If more than one join in the ninine sex or a corporation, such words shall be read as if written in shall bind the heirs, devisees, legatees, assigns and successors of
in Witness Whereof, the parties hereto have executed	I this contract in duplicate the day and year first above written.
Signed in the presence of:	
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VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY 115 EAST ELIZABETH STREET

RESOLUTION NO. 2-02

(Enacted 7/9/02 , 2002)

RESOLUTION TO ENTER INTO LAND CONTRACT TO PURCHASE BARBE BUILDING

WHEREAS, the Stockbridge Downtown Development Authority's (SDA) plan provides that the purpose of the SDA is to correct and prevent deterioration in the business district and promote economic growth within the district.

WHEREAS, the SDA desires to encourage commercial business owners to invest in capital improvements in the downtown district.

WHEREAS, the SDA desires to purchase property for rehabilitation purposes which will then be leased to a commercial business owner for development purposes;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The SDA authorized entering into a land contract with Patricia E. Barbe in the amount of One Hundred and Seven Thousand Dollars (\$107,000.00) in a format consistent with Attachment A for the purchase of property legally described as:

The West 44 feet of Lot 1, except the West 22 feet thereof, and also except the North 12 feet thereof, Block 9 Original Plat, Village of Stockbridge, Ingham County, Michigan, commonly known as 132 E. Main Street, Stockbridge, MI.

- 2. The SDA authorizes a down payment of \$37,000 with the balance of \$70,000 to be paid in annual installment of \$35,000 plus interest at an annual rate of 7 percent.
- 3. The SDA further authorizes its Chairperson and Secretary to enter into and execute all documents and necessary paperwork to carry out this transaction on behalf of the SDA.

Adopted at a special me	eting of the SDA held on July	, 2002.	
YEAS:	Marshall, Moffett,	Bivuns, G	Slenn, Wisney, Risner, La
NAYS:	*	<u> </u>	
ABSENT: 2	Bust, Twining	<u></u>	
I certify this is a true of Development Authority a	opy of Resolution Noat a regular meeting held on Ju		lopted by the Stockbridge Downtown 02.
Paul B /1	man	٠.	
Secretary		:	
	7		

Drafted By: Michelyn E. Pasteur (P44536) Foster Zack & Lowe, P.C. P.O. Box 27337 Lansing, MI 48909-7337 (517)706-0000

1

EXHIBIT B 134 EAST MAIN STREET PURCHASE AGREEMENT

AL: SALES CON RACTS

2 of 2

RE: THE PROPERTY KNOWN AS "The Old Laundromat" NW corner of E. Main and Center Streets
SPECIAL ASSESSMENTS: All special assessments which have been assessed and are a lien on the land at the date of closing will be paid by Seller. The cost of duly authorized improvements that are subject to future assessments against the property assessed after the date of closing will be paid by Purchaser.
BENEFIT CHARGES: Any benefit charges against the property or owner made by any government authority for installation of, or tap-in fees for, water service, sanitary sewer, and/or storm sewer service, for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. An charges incurred after closing will be paid by Purchaser.
PRO-RATION: Rents, fuel, insurance, interest, or association fees, where applicable, are to be pro-rated as of the day of closing. Taxes will be pro-rated on a 30-day-month, 360-day-year basis to date of closing, base on the due date basis of the taxing authority as if paid in arrears. Listing Broker will retain from Selles N/A to be applied to final billing for Municipal/Utility charges. After payment, any balance remaining will be remitted to Seller and any balance due will be paid by Seller.
CLOSING: Purchase to be closed on or before <u>March 31, 1999</u> Purchaser will have the right to walk through the property within forty eight (48) hours prior to closing
POSSESSION: Possession to be given $ch/dr/betbete$ at closing. From the date of closing to the date of vacating property as agreed, Seller will pay the sum of $\frac{n/a}{n}$ per day. The listing broker will retain from the amount due Seller at closing the sum of $\frac{n}{n}$ as security for the occupancy charge, paying to Purchaser the amount due him and returning to Seller the unused portion as determined by date property is vacated and keys surrendered to listing broker.
FORM OF CONVEYANCE: Seller agrees to grant and convey, as above required,
Warranty Deedor form of Land Contract, a marketable title to the abov described property as evidenced by a Title Insurance Policy in the amount of the purchase price certifie to within 30 days of closing at Seller's expense. Seller will pay transfer tax when title passes.
CASUALTY LOSS: Until delivery of Deed/Land Contract, risk of loss by fire and/or windstorm or otherwise is assume by Seller.
PARTIES BOUND: This is a binding contract on all parties hereto as well as their successors, personal representatives, heirs and assigns. ALL PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED IF THER ARE QUESTIONS RELATING HERETO TO SEEK THE ADVICE OF AN ATTORNEY. In the event Purchaser defaults in the performance of this agreement, Seller may elect: (a) to accept the earnest money deposit as liquidate damage, or (b) to take such action for damages against Purchaser as may be permitted by law. If the deposit is forfeited, Seller agrees that the deposit will be applied first to reimburse listing broker for all expenses incurred on Seller's obligations hereunder, including but not limited to title charges, and that one-half of the remainder of the deposit (but not in excess of the full commission) will be retained by the listing broker in full payment for services rendered in this transaction. If Seller defaults in the performance of this contract, Purchaser may specifically enforce the obligations of this contract, received an immediate refund of all deposits in termination of this contract and take action for damages agains Seller as permitted by law.
commission: Seller further agrees that <u>not applicable</u> as authorized broker, has produced an offer and has brought about this sale, and further agrees to pay th broker for services rendered a commission as set forth in the listing contract for the sale of the property
MITNESS: PURCHASER & DATE: OLUMBAN 4 (MULA Shall 2-2-99)
SELLER & DATE:
PURCHASER'S RECEIPT: The undersigned Purchaser hereby acknowledges receipt of Seller's signed acceptance of thi Sales Contract.

STANDARD SALES AGREEMENT 1 of 2 Selling Office: NOT APP 10 Listing Office: NOT APPLICABLE Address: Address: Phone: Phone: THIS AGREEMENT, made and entered into this 21st day of January SELLER: Fred Watson, Jr. and Lori Watson, husband and wife, _ hereinafter called "Seller" Address: 2465 North Briggsville Road, Fowlerville, MI 48836 PURCHASER: Stockbridge Downtown Development Authority hereinafter called "Purchaser" Address: 115 E. Elizabeth Street, POB 513, Stockbridge, MI 49285
WITNESSETH: That Seller agrees to sell and convey, subject to easements and restrictive convenants of record, and Purchaser agrees to purchase the property situated in the City/Twb. of Stockbridge County of <u>Ingham</u> "The Old Laundromat" on the NW corner of E. Main and Center Streets DESCRIPTION: And described as: East 22 feet of Lot #1, Block 9, Village of Stockbridge EXCEPT the North 12 feet thereof. and as more completely described in the title insurance policy. SALE PRICE: Thirty four thousand and no/100---- Dollars (\$ 34,000.00 EARNEST MONEY: Seller acknowledges zero Dollars (\$ paid by Purchaser as earnest money upon delivery of this agreement, to be deposited immediately and held in selling broker's escrow account until closing of sale. If the offer is not accepted, this deposit is to be returned to Purchaser. TERMS: BALANCE OF Thirty four thousand and no/100----- Dollars (\$ 34,000.00 to be paid as follows: CASH IN FULL AT TIME OF CLOSING. This offer is subject to and contingent upon completion of the following in a manner satisfactory to the Purchaser. In the event any of the following contingencies cannot be removed, offer shall be declared null and void. 1) Approval by entire board of the SDDA;
2) Phase I Environmental Study at Purchasers' expense; 3) Contractor's inspection; 4) Estimates for necessary improvements to bring building to current codes; 5) Attorney's approval. Note: In regard to the Phase I Environmental Study, if concerns are identified it will be at the Sellers' discretion to disclose the details of the findings with Purchaser. Purchaser acknowledges door and triangular area within the building fronting on East Main Street belong to the premises to the West. Upon remodeling, Purchaser agrees to return this area to owner of property to the West, Pat Barbe. Seller understands that consumation of the sale or transfer of the property described in this agreement shall not relieve the seller of any liability that seller may have under the mortgage(s) to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation. _____(initials). OTHER CONDITIONS: INCLUSION: All fixtures, improvements and appurtenances attached to the property, including, but not limited to all lighting and plumbing fixtures, shades, louvered blinds, curtain rods, drapery hardware, wall-to-wall carpeting, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, awnings, and antennas, including rotor equipment, if any, as of date hereof are included in this sale, as well as the following personal property for which a bill of sale shall be given, namely: EXCLUSIONS: WARRANTY: Seller warrants that all equipment and improvements are in working condition at the time of possession

anny: Seller warrants that all equipment and improvements are in working condition at the time of possession or closing, whichever occurs last, and that premises will be free and clear of trash and debris and will be left in broom-clean condition. Purchaser agrees to accept the property in "as is" condition, except as hereispecified: Purchasers accept responsibility for removal of debris from premises. Purchaser Hereby accountedes that he/she has been advised to have a contractor's inspection if there are any questions relating to the condition of the property. Both parties agree that neither party has relied on any representation of the broker, salesperson or broker's agents concerning the fitness and condition of the property. The broker and his agents assume no responsibility for the condition of the property or for the performance of the contract by any or all parties.

on any representation of the broker, salesperson or broker's age	ints concerning the fitness and condition			
of the property. The broker and his agents assume no responsibil	lity for the condition of the property or			
for the performance of the contract by any or all parties.				
PURCHASERS INITIAL(S) DELLERS INITI	DAL (S)			

AL_ SALES CONTRACTS



RE: THE PROPERTY KNOWN AS "The Old Laun	dromat", corner of East Main and Center Streets.
closing will be paid by Seller. The	which have been assessed and are a lien on the land at the date of cost of duly authorized improvements that are subject to future ed after the date of closing will be paid by Purchaser.
installation of, or tap-in fees for, was	st the property or owner made by any government authority for ter service, sanitary sewer, and/or storm sewer service, for which billed before the date of closing, will be paid by Seller. Any paid by Purchaser.
day of closing. Taxes will be pro-rate on the due date basis of the taxing authors $\frac{n/a}{}$ to be applied to final.	or association fees, where applicable, are to be pro-rated as of the d on a 30-day-month, 360-day-year basis to date of closing, based ority as if paid in arrears. Listing Broker will retain from Seller billing for Municipal/Utility charges. After payment, any balance i any balance due will be paid by Seller.
CLOSING: Purchase to be closed on or before Mr. Purchaser will have the right to walk the	arch 1, 1999 rough the property within forty eight (48) hours prior to closing.
\$ N/A per day. The listing b \$ N/A as security for the occurrence.	at closing. of vacating property as agreed, Seller will pay the sum of roker will retain from the amount due Seller at closing the sum of upancy charge, paying to Purchaser the amount due him and returning ined by date property is vacated and keys surrendered to listing
FORM OF CONVEYANCE: Seller agrees to grant and	convey, as above required,
	Warranty Deedor
	form of Land Contract, a marketable title to the above
described property as evidenced by a Tit to within 30 days of closing at Seller's	the Insurance Policy in the amount of the purchase price certified expense. Seller will pay transfer tax when title passes.
CASUALTY LOSS: Until delivery of Deed/Land Control by Seller.	ract, risk of loss by fire and/or windstorm or otherwise is assumed
representatives, heirs and assigns. ALL ARE QUESTIONS RELATING HERETO TO SEEK TO performance of this agreement, Seller m damage, or (b) to take such action for da is forfeited, Seller agrees that the de expenses incurred on Seller's obligation one-half of the remainder of the deposit listing broker in full payment for ser performance of this contract, Purchaser R	on all parties hereto as well as their successors, personal PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED IF THERE HE ADVICE OF AN ATTORNEY. In the event Purchaser defaults in the ay elect: (a) to accept the earnest money deposit as liquidated mages against Purchaser as may be permitted by law. If the deposit eposit will be applied first to reimburse listing broker for all as hereunder, including but not limited to title charges, and that (but not in excess of the full commission) will be retained by the vices rendered in this transaction. If Seller defaults in the may specifically enforce the obligations of this contract, receive termination of this contract and take action for damages against
COMMISSION: Seller further agrees that NOT	APPLICABLE fer and has brought about this sale, and further agrees to pay the
broker for services rendered a commission	as set forth in the listing contract for the sale of the property.
witness:	PURCHASER & DATE:
•	Delegah MMUShall
	President, SDA 1-16-99
	SELLER & DATE:
PURCHASER'S RECEIPT: The undersigned Purchaser Sales Contract.	hereby acknowledges receipt of Seller's signed acceptance of this
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STANDARD SALES AGREEMENT

1 of 2

Listing Office: Not Applicable

Address:

Selling Office: Not Applicable

Address:

Phone	: Phone:
PURCHI DESCRI SALE PI	ACREMENT, made and entered into this 16 day of January 19 99 between R: FRED WATSON AND LORI WATSON, husband and wife, hereinafter called "Seller" Address: 2465 North Briggsville Road, Fowlerville, MI 48836 SER: STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORTIY hereinafter called "Purchaser" Address: 115 E. Elizabeth Street, P.O. Box 513, Stockbridge, MI 49285 WITNESSETH: That Seller agrees to sell and convey, subject to easements and restrictive convenants or record, and Purchaser agrees to purchase the property situated in the City/Mp. of Stockbridge County of Ingham State of Michigan, commonly known as: "The Old Laundromat" on the NW corner of East Main and Center Streets PTICN: And described as: East 22 feet of Lot #1, Block 9, Village of Stockbridge, EXCEPT the North 12 feet thereof. and as more completely described in the title insurance policy. RICE: Thirty three thousand and no/100
	in sairing proker's escrow account until closing of sale. If the offer is not accepted, this deposit is to be returned to Purchaser.
TERMS:	BALANCE OF Thirty three thousand and no/100
	Seller understands that consumation of the sale or transfer of the property described in this agreement shall not relieve the seller of any liability that seller may have under the mortgage(s) to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation(initials). NDITIONS:
6 0 a	N: All fixtures, improvements and appurtenances attached to the property, including, but not limited to all lighting and plumbing fixtures, shades, louvered blinds, curtain rods, drapery hardware, wall-to-wall carpeting, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, wanings, and antennas, including rotor equipment, if any, as of date hereof are included in this sale, as well as the following personal property for which a bill of sale shall be given, namely:
CLUSICN	S;
b h P A	Seller warrants that all equipment and improvements are in working condition at the time of possession or closing, whichever occurs last, and that premises will be free and clear of trash and debris and will be left in broom-clean condition. Purchaser agrees to accept the property in "as is" condition, except as ereimpecified: PURCHASERS ACCEPT RESPONSIBITY FOR REMOVAL OF DEBRIS FROM PREMISES. UNCHASER HEREBY ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED TO HAVE A CONTRACTOR'S INSPECTION IF THERE ARE NOT QUESTIONS RELATING TO THE CONDITION OF THE PROPERTY. Both parties agree that neither party has relied any representation of the broker, salesperson or broker's agents concerning the fitness and condition of the property. The broker and his agents assume no responsibility for the condition of the property or or the performance of the contract by any or all parties.
	- INITIAL(S) SELLERS INITIAL(S)

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ADDENDUM TO SALES AGREEMENT

WITH REFERENCE TO A CERTAIN SALES AGREEMENT DATED _	January 21, 1999 BETWEEN
Fred Watson, Jr. and Lori Watson, husband and wife,	(SELLER) AND
Stockbridge Downtown Development Authority	(PURCHASER) FOR THE
PROPERTY COMMONLY KNOWN ASTHE OLD LAUNDROMAT"	
SATO SALES AGREEMENT IS AMENDED (SUBBLEMENTED AS POL	t OME .

As to contingency #1 on page 1 of the above referenced purchase agreement, delete the word "entire". The contingency shall read Approval by board of the SDDA.

As to the "Note" on page 1 of the purchase agreement, language to be changed to the following: In regard to the Phase I Environmental Study to be acquired by Purchaser, if Purchaser decides not to complete the purchase of the property that is the subject of this Agreement, then Purchaser agrees not to disclose the findings of the Phase I Environmental Study to non-SDDA Board members without Sellers' consent.

PURCHASERS:	DATE:
Deward Fond Phair	
Stockbridge Downtown Development	Marshall
SELLERS:	
Fred Watson, Jr.	
Lori Watson	
e undersigned Purchasers hereby cceptance of this Addendum.	acknowledge receipt
date	
	Stockbridge Downtown Development Authority by It's Chair, Deborah G. SELLERS: Fred Watson, Jr. Lori Watson e undersigned Purchasers hereby coeptance of this Addendum.

VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY 115 EAST ELIZABETH STREET

RESOLUTION NO. 1-99

(Enacted 2-18-99)

RESOLUTION TO APPROVE AGREEMENT FOR PURCHASE OF REAL ESTATE FROM FRED WATSON, JR. AND LORI WATSON AND AUTHORIZE OFFICERS TO CLOSE TRANSACTION

WHEREAS, the Stockbridge Downtown Development Authority, (S.D.D.A.), desires to purchase property in its downtown area for redevelopment purposes; and

WHEREAS, Fred Watson, Jr. and Lori Watson own "The Old Laundromat", on the North West corner of E. Main and Center Streets which is currently vacant; and

WHEREAS Representatives of the S.D.D.A. have prepared an offer to purchase "The Old Laundromat" with terms included in a draft agreement between the parties dated January 21st, 1999 which has been reviewed by S.D.D.A. Board members and modified by the S.D.D.A. Attorney;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The attached STANDARD SALES AGREEMENT between Fred Watson Jr. and Lori Watson (Sellers) and the Stockbridge Downtown Development Authority (Purchaser) dated January 21st, 1999 ("Agreement") is hereby approved subject to the attached modifications to the section entitled "TERMS" as recommended by the S.D.D.A. attorney in a memo dated February 4, 1999;

The President and Secretary of the S.D.D.A. are authorized to: 1) enter into the Agreement, with modifications referenced above; 2) remove contingencies provided for in the Agreement as appropriate; and 3) execute all closing documents and necessary paperwork to close this transaction on behalf of the S.D.D.A.

Adopted at a meeting of the S.D.D.A. held on the 18th day of February 1999.								
YEAS:_	Marshall, I	ippens,	Howard,	Ramsdell.	Hafner,	Rockey.	Rivins, Bu	ıst
NAYS:_	Stowe							

ABSENT: Krummrey, Schmidt

I certify this is a true copy of Resolution No. 1-99 adopted by the Stockbridge Downtown Development Authority at a regular meeting held on the 18th day of February, 1999.

William 2/afrer Secretary

Drafted By:

Michelyn E. Pasteur (P44536) Fraser Trebilcock Davis & Foster, P.C. 1000 Michigan National Tower Lansing, MI 48933 (517) 482-5800

VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY RESOLUTION NUMBER _____

(Enacted May 3, 2004)

RESOLUTION APPROVING AN AUCTION SALE OF THE "REASON" BLOCK BUILDINGS WHICH CONSTITUTE 132 AND 134 MAIN STREET, STOCKBRIDGE, MI

WHEREAS, the Village of Stockbridge Downtown Development Authority ("SDDA") owns the Reason Building, consisting of the following two properties:

- 1. 132 East Main Street was purchased on a land contract from Patricia Barbie on July 18, 2002 for \$107,000.00 with a remaining balance of \$44,000.00 +/-;
- 2. 134 East Main Street is owned by the SDDA free and clear as the result of a cash purchase from Fred and Lori Watson on January 21, 1999 for \$34,000.00.

WHEREAS, the SDDA has recommended that the SDDA sell the Reason Buildings at a public auction without reserve, subject only to deed restrictions.

WHEREAS, the SDDA's Plan must be amended to authorize the sale, which is happening in conjunction with the adoption of this Resolution.

IT IS THEREFORE RESOLVED that the SDDA shall sell the Reason Buildings at a public auction, subject to:

- 1. Deed restrictions to be prepared by the SDDA Attorney and to contain as a minimum the following conditions:
 - 1.1 The successful purchaser will be responsible for repairing/restoring the facade of both the buildings within one year of the date of the public auction to facade specs prepared by Fleis and Vanderbrink.
 - 1.1.1 Any variation from the Fleis and Vanderbrink's facade specs will be permitted only by the prior written approval by the SDDA. Said approval shall only take the form of a motion and vote by a majority of the members present at the SDDA's meeting to consider said variation from the facade specs.
 - 1.1.2 The SDDA authorizes Fleis and Vanderbrink to prepare plans to repair/restore the facade of the Reason Building to reflect the aesthetic nature set forth in the artistic rendition at the Village Hall. The facade shall include the main street (south side), center street

- (east side), and alley (north side) facades. Fleis and Vanderbrink are instructed to complete the prints by the SDDA's next regular meeting for review and approval.
- 1.1.3 All trade permits and fees related to the facade improvement are the successful purchaser's sole responsibility.
- 1.1.4 All Village site plan review fees related to the facade improvement are the successful purchaser's responsibility.
- 1.2 The successful purchaser will be required to bring the Reason Building up to all building, mechanical, electrical, and plumbing codes and obtain a new certificate of occupancy from the Village's construction department within two (2) years of the date of the public auction, including but not limited to:
 - 1.2.1 All site plan approvals and all trade permits must be obtained and paid for by the successful purchaser within one year of the date of public auction.
 - 1.2.2 The buildings roofs must be repaired or replaced so that it is watertight within six-months of the public auction.
 - 1.2.3 If, under the zoning ordinance, the successful purchaser's plans for the building requires off street parking greater than that available within the lots being purchased, the SDDA will consider a request to grant a long term lease for the required additional parking spaces in the parking lot on the northeast corner of Main Street and Center Street, for consideration to be negotiated at a later date.
 - 1.2.4 The renovations/repairs to the buildings must be complete and the successful purchaser must provide a certificate of occupancy for both the first floor and second floor of the buildings to the SDDA within the time frame set forth herein.
 - 1.2.5 While the successful purchaser may have different uses in the building, the successful purchaser may not split the ownership of the two buildings for a period of fifty (50) years.
- 1.3 The Deed restrictions shall provide that if the successful purchaser does not comply with the deed restrictions, then the SDDA may bring an action in the Ingham County Circuit Court to declare a breach and regain title to the property. The Deed restrictions shall further provide that the

successful party in any legal or equitable action to enforce these Deed Restrictions would have their attorney fees paid by the losing party. Lastly, the Deed Restrictions would provide that the failure to enforce any Deed Restriction shall not be deemed to be a waiver of the right to enforce any other Deed Restriction.

- 1.4 Along with the Deed restrictions, the SDDA will release the following documents to any interested potential purchaser of the Reason Buildings:
 - 1.4.1 The Fleis and Vanderbrink/s structural analysis dated May 2003 for the buildings;
 - 1.4.2 Prints for the Buildings' facade, as prepared by Fleis and Vanderbrink;
 - 1.4.3 Preliminary Title Work for the Property to be sold; and
 - 1.4.4 Zoning Ordinance and Site Plan from the Village
- 2. As to the Public Auction, the following shall apply:
 - 2.1 It shall be an absolute auction without reserve;
 - 2.2 The auctioneer will be Sheridan with a commission of 10%, including Sheridan's advertising budget
 - 2.3. The SDDA will reserve 5 REUs for sewer and water to be auctioned with the building. The remaining REUs from the Reason Building (16) will be immediately transferred back to the Village for no consideration.
 - 2.4 The auction is to be held on or after July 1, 2004 at whatever time and place is agreeable to the auctioneer. The auction shall be held in a public building or at a public place to be named in conjunction with the auctioneer's advertising.
 - 2.5 Walk-through inspections of the subject property will be condition on the execution of a Release of any liability for injury shall be arranged for the auctioneer.
 - 2.6 The Village's DPW is authorized to install temporary lights in the basement, which the SDDA will reimburse for the cost of same.

	1.	Draft the Deed with the Deed Restrictions as outlined above.
	2.	Order Preliminary Title Work for the Property.
	3.	Draft the Release of Liability for potential viewers to execute.
Marrad Day		
Moved by:_	-	
Seconded By	y:	
Adopted at a	s Specia	l Meeting of the Downtown Development Authority held on May 3, 2004.
YEAS:		
NAYS:	·	
ABSENT: _		
		Jody L. Leatherberry, Chairperson
		CERTIFICATION
I certify that Stockbridge	the abo	ove is a true and complete copy of Resolution No adopted by the t a Special Meeting held on the 3rd of May, 2004.
		Thomas Lovachis, DDA Secretary

The SDDA Attorney is authorized to:

3.

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

EXHIBIT D COUNTRY MARKET LAND CONTRACT

LAND CONTRACT

Parties

This Contract, made on September 13, 2002, between Abdel-Nabi Properties, LLC, a Michigan Limited Liability Company, referred to as "Seller", whose address is 31 Huron River Drive, Belleville, MI 48111 and Stockbridge Downtown Development Authority, a municipal corporation, hereinafter referred to as "Purchaser", whose address is 115 Elizabeth Street, POB 513, Stockbridge, MI 49285.

Description of Premises

Seller Agrees:

(a) To sell and convey to Purchaser land in the Village of Stockbridge, County of Ingham, Michigan, legally described as shown on attached Exhibit A,

Commonly known as: 122 S. Clinton Street, Stockbridge, MI,

hereinafter referred to as "the land", together with all improvements and appurtenances, including any lighting and plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, TV antenna, now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

Terms of Payment

(b) That the full consideration for the sale of the land to Purchaser is: Three Hundred Thousand Dollars (\$300,000), of which the sum of Sixty Thousand Dollars (\$60,000)has been paid via check to Seller's secured lender (Comerica Bank) as a down payment, receipt of which is hereby acknowledged, and the additional sum of Two Hundred and Forty Thousand Dollars (\$240,000), is to be paid to via check to Seller's secured lender, with interest at the rate of prime plus 2 percentage points, in accordance with the underlying loan documents between Seller and its secured lender. Payment will be made in monthly installments of \$2,200.00 per month, or more at Purchaser's option, on the first day of each month, beginning October 1, 2002; such payments to be applied first upon interest and the balance on principal. The balance due, including interest, shall be fully paid by October 13, 2003.

Seller's Duty to Convey

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements, free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

To furnish Title Commitment

(d) To deliver to Purchaser as evidence of title, a commitment for title insurance followed by a policy pursuant thereto insuring Purchaser, furnished by Devon Title Company. The effective date of the policy is to be approximately the date of this contract.

Purchaser's Duties to Pay Taxes and keep Premises Insured

2. Purchaser Agrees:

- (a) To purchase the land and pay Seller the sum set forth, with interest thereon as provided above.
- (b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.
- (c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.
- (d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.
- (e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Comerica Bank, as evidence of payment thereof; and also at all times to keep the buildings now or hereafter on the land insured against loss and damage, and to name Comerica Bank as a loss payee on the insurance policy.

3. Seller and Purchaser Mutually Agree:

(a) That if the title of Seller is now or hereafter encumbered by mortgage, Seller shall meet the

Encumbrances

on Seller's Title payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on against payments due under this contract. If proceedings are commenced to recover possession of the land or to enforce the payment of such mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

Disposition of Insurance Proceeds

(b) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear. If this provision conflicts with a similar provision contained in the Mortgage agreement between Seller and Comerica bank, then the provision as set forth in the Mortgage shall control.

Possession

(c) That Purchaser shall have the right to possession of the land from and after the date hereof, and be entitled to retain possession so long as there is no default.

Right to Forfeit (d) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least thirty (30) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.

Notice to Purchaser (e) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be served upon Purchaser by enclosing such instrument in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract, or at the latest other address which may have been specified by Purchaser, and such envelope was deposited in the United States government mail.

Escrow

X

(f) In lieu of removal of all trash, debris and trade fixtures from both interior and exterior of the building, \$25,000.00 of the down payment will be escrowed with the title company at closing. The Purchaser shall advertise for bids for removal of the trash, debris and trade fixtures. Upon approval of the bid contract by Purchaser, the title company shall release, to Comerica Bank, any amount in excess of the sum of the approved bids plus \$5,000. Upon satisfactory completion of the approved contract, as evidenced by written notice by Purchaser to the title company, the title company shall pay the contractor the amount due and any remaining escrowed funds will be immediately released via check to Comerica Bank.

Binding Effect and Assignment

4. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties. However, this contract may not be assigned without the written consent of the Seller, the Seller's secured lender and the Buyer.

Signatures

5. Signed, sealed and delivered by the parties in duplicate the day and year first above written.

Seller: Abdel-Nabi Properties, LLC		Purchaser: Stockbridge Downtown Development Authority		
and la	a slid	Dea	acab Ir Mac	Shall
By: Faicul	a Accelolate	By: Debora	h Marshall, Chairperson	
Its:		Inu.	Blom-	
		By: Pau?	B Wisney	, Secretary
Individual Acknowledgement	The foregoing instrument was ac September, 2002 by		, from Abdel-Nabi Prop	erties, LLC,
	Paul B. Wisney Secre	of the Stockbridge	Downtown Development Au	thority and
	1447 0. 2012	own, or the ottoma		
				, Notary Public
				_ County, Michigan
		M	ly commission expires:	
Acknowledgement				
by Comerica Bank	By signing below, Comerica Ban waives any right to accelerate its Sale Clause" contained in the load Agreement.	Note and Mortgag	ge due from Seller resulting	from any "Due on
	Agreement		Comerica Bank:	
	Date: 9-18-02			
	By: Rauis h Sc	rlorik	Jane Esp	voloco Notary Public
	Its: Special Assets Rep	esentative	Cour My commission exp	nty, Michigan
			my commission exp.	1163. <u>012 10</u> 0

Instrument Drafted by: Michelyn E. Pasteur
Business Address: Foster Zack & Lowe, P.C.
2125 University Park Drive
Okemos, MI 48864

LARRY E SPODECK Notary Public, Macomb County, MI My Commission Expires Aug 21, 2005

EXHIBIT É VILLAGE/SDDA RECREATION PLAN FOR PARK IMPROVEMENTS

RECREATION PLAN

YEARS 2001 – 2005



for the

VILLAGE OF STOCKBRIDGE

March 2001



PREPARED FOR

Stockbridge Development Authoritty Village Office 115 E. Elizabeth, P.O. Box 155 Stockbridge, Michigan 49285-0155

MEMBERS OF STOCKBRIDGE DEVELOPMENT AUTHORITY

Officers

Deb Marshall, Chair Jerrold Bivins, Vice Chair Glen Rockey, Treasurer

Members

John Twining, Member Spence Levleit, Member Dave Bust, Chair Marlene Ramsdell, Member Russell Mackinder, Member Annabell Howard, Chair Richard Risner, Member Ken Moffitt, Member

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INTRODUCTION

Parks and community recreation continue to be an important service provided to the residents of the Village of Stockbridge, located in the SE corner of Ingham County. Since the recreational needs of any community change over time, the Village of Stockbridge Development Authority has prepared a Recreation Plan update. This update is based upon an examination of the goals and objectives of the Village, in order to determine which of those goals are still desirable for the community and what additional recreation needs exist for Stockbridge residents.

This updated plan utilizes information gathered at citizen workshops held on February 7 & February 13, 2001 at the Village offices. Additionally, the required public hearing was held February 19, 2001. During these workshops, citizens and community leaders gathered to review existing goals and objectives and to discuss potential projects for inclusion in this Recreation Plan. At the workshops, it was determined that a strong focus existed within the village to finish what was started related to Memorial Park improvements, due to the parks historical value & great central location.

As in the past, local financing of recreational improvements is difficult due to limited funds. Therefore, one purpose of this plan is to maintain the eligibility of the Village for state/federal funding sources that could assist the Village in its efforts to improve the community's recreational opportunities.

This Recreation Plan is organized as outlined in the Michigan Department of Natural Resource's "Guidelines for Preparing a Community Recreation Plan" publication.

A. COMMUNITY DESCRIPTION

1. SOCIAL CHARACTERISTICS

>Population

The historical population growth of Stockbridge for the years 1960-1990 are summarized in Table 1. While in the past forty years the Village has experienced continual population growth, the decade from 1980 to 1990 saw a significant slowing of this growth (.7% increase).

While the 2000 census will likely show a moderate growth in this decade, the areas around the Village may continue to significantly increase due to persons seeking a rural lifestyle with accessibility to larger metropolitan areas (Ann Arbor and Jackson), and the availability of affordable land.

TABLE 1
Historical Population Growth, 1900-1990

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<u>Year</u>	<u>Population</u>	<u>% Change</u>		
1960	1,014			
1970	1,097	+8.2		
1980	1,213	+10.6		
1990	1,202	-0.1		
2000(projected)	1,286	+7%		

Source: U.S. Census

> Age

Table 2 describes the age characteristics of Stockbridge population by age group. According to 1990 Census figures, 29.6% of the population is school age (under age 18). This represents the fact that nearly one-third of Village population is 40.5%

Persons in their childbearing years, ages 18 to 44, comprise 40.5% of the population, while those in the 45-64 years age group account for 15.9%. Persons age 65 or over make up 14% of the population.

While the school age group will not likely increase significantly over the next decade (and will likely decline), the age group that is 65 years and older may increase as older individuals seek the convenience of retail and public services found in the small town center. Consequently, the recreational needs of a wide range of age groups must be considered for the Village.

<u>Table 2</u>

Age Characteristics

Age	•	% of
Group	Total	<u>Total</u>
Under 5 years	90	7.5
5 to 17 years	266	22.1
18 to 20 years	49	4.1
21 to 24 years	61	5.1
25 to 44 years	377	31.4
45 to 54 years	112	9.3
55 to 59 years	29	2.4
60 to 64 years	50	4.2
65 to 74 years	100	8.3
75 to 84 years	54	4.5
85 years and over	<u>14</u>	<u>1.2</u>
Total	1,202	100.0%

Total Males:

549

Total Females:

653

Source: 1990 U.S. Census

>Income

Both income and educational attainment are population characteristics that have an effect on the need for recreational services. Generally, the higher the income and formal education level, the greater the level of recreational participation.

In 1989, the median household income was \$29,808, an increase from \$18,462 per household since 1980. This compares to a median household income for Ingham County as a whole of \$30,162. In Stockbridge, 40% of households have an income of less than \$25,000, while 60% have an income above that figure. Poverty level status or below has been determined for 10.8% of all persons in Stockbridge. Of those persons for whom poverty level has been determined, 6.3% are persons 18 years of age and over, while related children under 18 years comprise 4.5% of those persons.

➤ Employment Trends

Directly related to income are trends in employment. The lower the unemployment rate, the more likely the people of a community will spend their free time enjoying pure recreational activities.

Ingham County, where The Village of Stockbridge resides, showed a unemployment rate of 4.9% as of 1990.

➤ Education

In Stockbridge, 39% of persons age 25 years and over are high school graduates. Another 41.4% have had additional education ranging from some college to a graduate or professional degree. This compares closely to county-wide educational attainment levels of 23.8% high school graduates and 60% having some college or an advanced degree.

➤ Housing

Total housing units in Stockbridge in 1990 were 452 (97.6%) of these were occupied. The average number of persons per household is approximately 2.49, compared to 2.89 in 1980. Married - couple families and other families make up 78.1% of all households, while non-family households make up the remaining 21.9%. New housing starts since 1990 are minimal and are expected to remain limited.

>Race/Ethnic Groups

According to the 1990 Census, Stockbridge consists of 1,174 (97.7%) Caucasian persons and 0 (0%) persons of African-American descent. Other races and ethnic origins include 5 (0.42%) American Indian or Eskimo and 23 (0.91%) Asian.

➤ Physically Challenged

In 1990, of the 718 persons between the ages of 16 and 65, 4 persons have a mobility limitation and 29 persons have a self-care limitation.

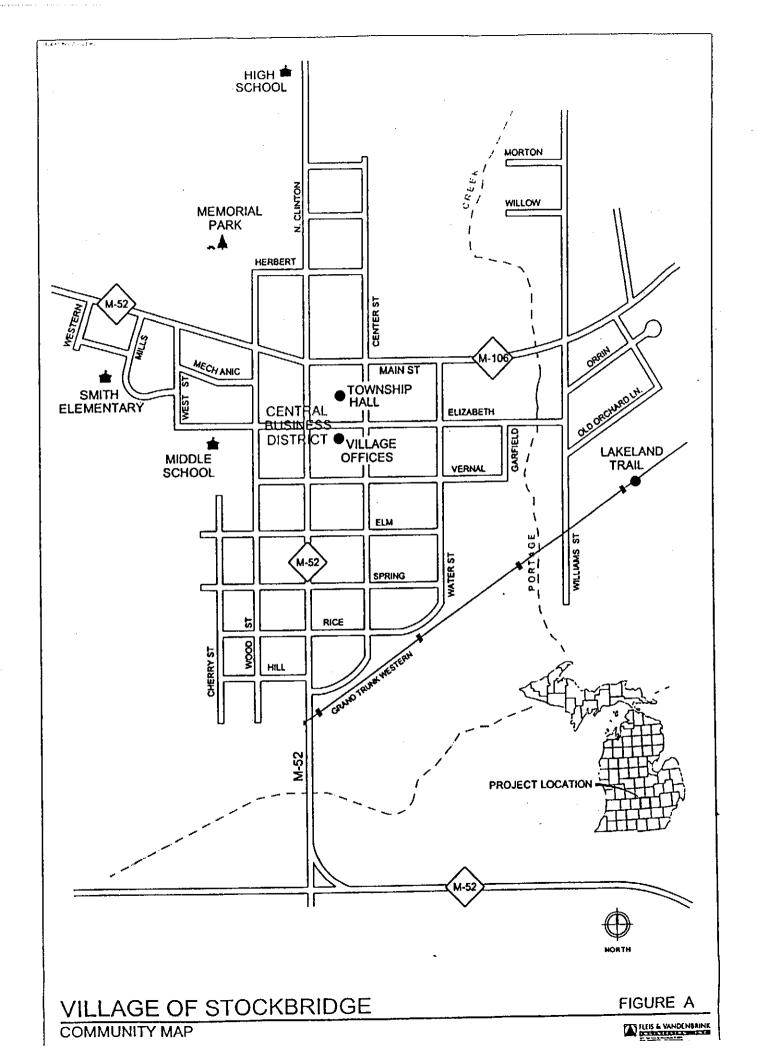
The age group of 65 years and older consists of 168 persons, including 28 persons with a mobility limitation and 40 persons with a self-care limitation.

These figures are expected to reflect similar amounts from 1990-2000. The next decade should see a slight increase as the population median age increases.

2. PHYSICAL CHARACTERISTICS

≻Location

First settled in 1835 by Herman Lowe and Elijah Smith, the Village of Stockbridge is located in Stockbridge Township, Ingham County, which is in the south-central portion of Michigan's Lower Peninsula. Stockbridge is bounded on the North & South by I-96 & I-94 and on the East & West by US-23 & US-127. The Village can be accessed directly by state highways M-52, M-106 & M-36. Specifically, the community is located 35 miles Southeast of Lansing, in the South West corner of Ingham County. (see Figure A).



➤ Climate

Prolonged periods of extreme hot or cold are seldom experienced in Stockbridge. Summers are dominated by moderately warm temperatures with July the warmest month, averaging a daily maximum of 83.9°F and a daily minimum of 58.1F. Winters are moderately cold, with average daily maximum and minimum temperatures of 30.9°F and 15.1°F in January, the coldest month. Between November and March, 85% of the minimum daily temperatures are 32°F or below. This frost-free period or growing season, averages 135 days per year.

Approximately 40 inches of snow fall each year between the months of November and April. January is the snowiest month, with an average of 11 inches. An average of 71 days per season will have on inch or more of snow on the ground. Rainfall accounts for an average of over 30 inches annually. June is usually the wettest month, and February the driest. Between the months of May and October, the crop season, 59% of annual rainfall occurs.

> Land Forms

Stockbridge lies in the midst of beautiful farmland. Within the Village, Portage Creek cuts through, offering beautiful views along its banks. The southern part of the Village is high compared to its northern portion.

Vegetation varies from open farmlands to dense woods. These woods consist of mature stands of hardwoods to softwood areas. Limited muck soils and wetlands exist also, to the Northwest and East edge of the Village.

>Water Resources

The most noticeable natural feature within the Village is Portage Creek, which flows through the Village from the North and turns West near the bottom of the Village

➤ Land Use

Stockbridge serves as a retail and service center for the surrounding agricultural areas. Development of the railroad, as well as construction of M-52 and I-96, have historically influenced the location of industrial and commercial land uses within the Village.

The Village is comprised of 640 total acres of area (1 sq. mile). Residential land uses account for over one third of the total land uses in the Village. Commercial and Industrial uses together comprise about 10% of all land uses. In general, undeveloped lands (including those used for parks and agriculture) make up approximately 50% of the total land in the Village.

➤Transportation Network

Several major highways serve the Village of Stockbridge. Interstate 96, connecting Detroit with Lansing, Grand Rapids, and Muskegon, has an interchange just a few miles North of the Village. Highway access via M-52, another important north-south statewide route, actually runs though the Village, connecting Stockbridge to I-96 and I-94. Also, M-106 runs east & west through the village, providing access to M-23.

B. ADMINISTRATIVE STRUCTURE

Recreation planning is a method for anticipating and arranging recreational improvements so that they may be implemented on a reasonable schedule and without an adverse effect on a community's administrative and financial structure. An effective recreation plan will recognize the practical relationship between a community's administrative structure and its ability to follow through on a recommended recreational improvement program.

Stockbridge is a General Law Village with a Village Manager and Village Board (see Figure B). The Stockbridge Development Authority is comprised of business owners from the central commercial district. This group serves in an advisory capacity to the Village Board and operates independent from the village council. It makes recommendations to the Village council in regard to recreational issues and park improvements. The following sums represent the general funds extended for park operation and maintenance for 2000-2002 (fiscal year ending in February):

2000 -	\$ 7,901.00
2001 -	\$ 12,954.00
2002 -	\$ 12,654.00

The Village Treasurer, popularly elected, is responsible for overseeing the disbursement of funds for these purposes.

Maintenance on the park is undertaken by a crew consisting of a Department of Public Works supervisor and one full-time general maintenance worker. Part-time summer staff is used when the work load dictates. This crew also works on other Village projects in addition to the park.

The annual operation and maintenance funds listed above funds were used for such grounds upkeep, and repairs to as picnic tables, fencing, play equipment, underground utilities, and electrical systems.

Over the last ten years, the Village has successfully completed park improvement projects utilizing local funds. These projects have resulted in a total Village expenditure of approximately \$67,500.

Following is a breakdown of these projects and the grant and local funds expended over and above those itemized and discussed above.

1. 1991 – 1992 – Memorial Park Improvements
Picnic Shelter, Play lot & equipment, Parking lot, paving, landscaping, entrance gate.

Total Project Cost \$81,500
Village Expenditure \$21,500
Grant Amount \$60,000

Grant Source: MICHIGAN NATURAL RESOURCES TRUST FUND

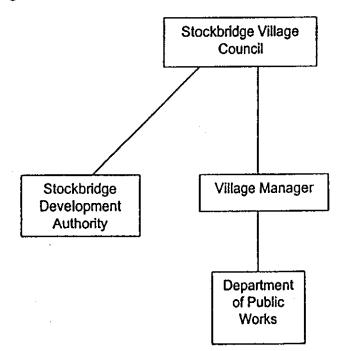
2. 2000 – Memorial Park Improvements Restroom building

> Total Project Cost \$46,000 Village Expenditure \$46,000 Grant Amount \$0

Grant Source: NONE

The administrative structure is as follows:

Figure B



C. DESCRIPTION OF THE PLANNING PROCESS

Community recreational facilities cannot be effectively provided without some basis from which the type, quantity, location, need, and priority for that facility has been determined. Several methods for determining a community's recreation needs and priorities have been identified. These include observed use levels for existing facilities, comparisons of recreational facilities between similar communities, unique opportunities for certain types of facilities, guidelines or standards based on quantity per population, and projected population growth, to identify a few methods.

For this Recreation Plan, strategic planning workshops facilitated by the Stockbridge Development Authority and planning consultant were held on February 7 and February 13, 2001 and involved community leaders and concerned citizens. The community was invited through public notice, and receiving direct invitations were the representatives of the Stockbridge Village Council and Stockbridge Public Schools. At the workshop, it was determined that a strong desire existed within the village to finish what was started related to the Memorial Park improvements. Additionally, a public hearing was held February 19, 2001 with the Stockbridge Development Authority and Stockbridge Village council.

The purpose of the strategic planning process was to receive direct input from key individuals within the community relative to the identification and ranking of the community's current recreation needs. The issues and needs were identified and discussed at the workshop and are incorporated into this document.

D. RECREATION INVENTORY

An essential element of a recreation plan is the inventory of both local and regional, public and private recreation facilities that are available to a community's resident. Such an inventory provides a basis from which a comparison can be made of existing recreation opportunities with the community's identified recreation needs. This inventory process also identifies barrier-free facilities. This will ensure that citizens with disabilities will fully enjoy these facilities. Involving advocate organizations and utilizing The Access Board will help facilitate this element of the inventory process. Further, this facility inventory establishes the foundation from which a recreational improvement program can be developed and implemented. Figure A also shows the location of local recreational facilities.

1. LOCAL RECREATION FACILITIES

>Public (Barrier free = BF)

Memorial Park. The Village of Stockbridge owns and operates Memorial Park. This 5.4-acre park is located in the central northwest portion of the Village. Following is a listing of the recreational facilities provided at the park. Figure C is a physical layout of the facilities.

Restroom Facility (BF)
Two picnic shelters (BF)
Picnic tables and grills
Timber and plastic play structure with slides and swings
Tot lot
Four seat swing
Four half court basketball courts
Parking facilities (BF)

Many of these improvements were funded in part by private contributions and Village funds. Additionally funding assistance was received from MDNRTF program in 1991.

Memorial Park serves as the focal point for summertime activity within Stockbridge. While records for transient park use are not kept, extensive "first come first serve" reservations were received for the use of the two picnic facilities. These reservations represented family, corporate, and organization activities during the period May through September.

The current site is not nearly completely utilized, with nearly 50% of the property undeveloped.

Stockbridge Public Schools. Five primary school facilities belonging to the local district are clustered within short distance of each other in the near southeast portion of the Village. These include three elementary schools, middle school and high school.

Smith Elementary School has the following playground equipment: (Village of Stockbridge)

1 indoor gym

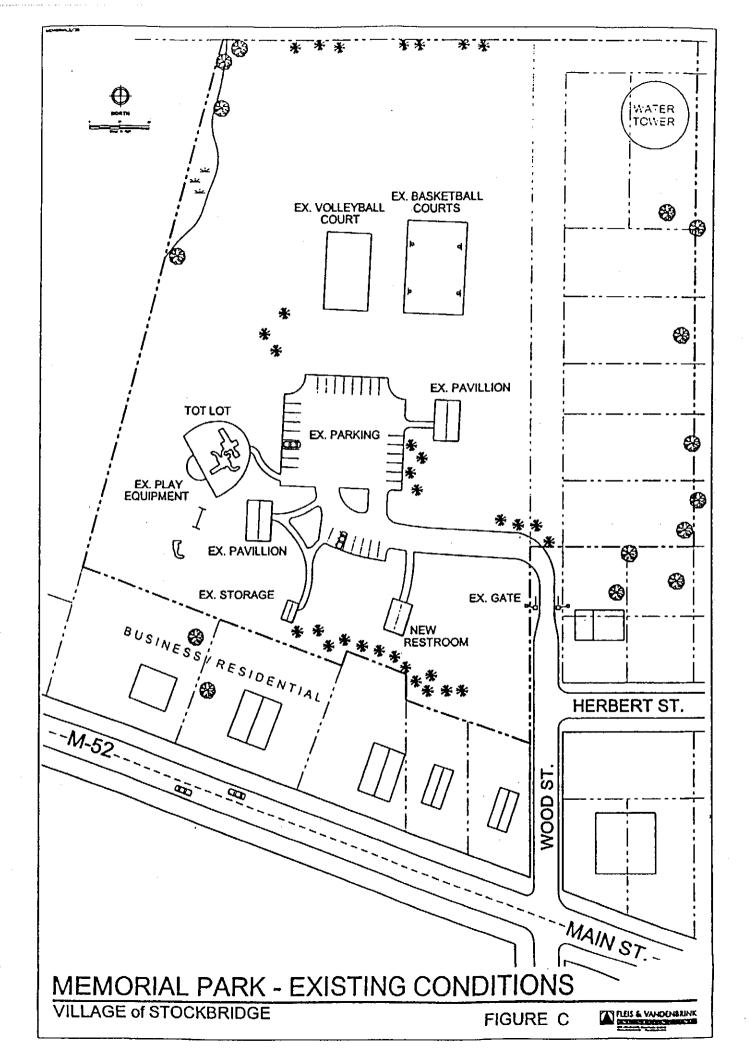
1 soccer field

1 outdoor basketball court

1 running track with fitness court

1 play area

5 youth ball fields



Located at the Middle School are:

1 track with fitness court (shared with Smith Elem.)

1 indoor gym

1 all purpose room

Located in association with the High School are:

1 football field/track with lights

2 baseball fields with dugouts

2 softball field

1 indoor gym

1 wrestling/weight training area

1 outdoor asphalt track

1 concession/restroom facility

The local chapter of the American Youth Soccer Organization presently utilizes the school's soccer field facilities for its organized soccer program.

2. REGIONAL RECREATIONAL FACILITIES

>Public

Katz Elementary School:

(Village of Munith)

1 indoor gym

1 play area

3 youth ball fields

soccer nets

Howlett Elementary School:

(Village of Gregory)

1 indoor gym

1 play area

2 ball fields

soccer nets

Stockbridge Township: The Township owns and operates the Historic Township Hall, which is located in the center of the Village of Stockbridge. This building was built in 1892 to house township offices and a community center. It still serves these purposes today as well as hosting events outside at the township square.

Waterloo Township: Waterloo Township hosts the Waterloo Recreation area. Swimming, boating, fishing, hunting, camping, hiking, cross country skiing and horseback riding can be enjoyed in this large recreation area. A small community park is also located in the Village of Munith.

Herrietta Township: No recreation facilities currently exist.

Bunkerhill Township: This township possesses the Dansville State Game Area located just 12 miles Northeast of Stockbridge.

White Oak Township: Within the boundaries of this township lies White Oak Park, located 8 miles North of Stockbridge on M-52. This park consists of 2 ball fields, 2 soccer fields, an outdoor basketball court, picnic area with a shelter & grills, and playground equipment.

Unadilla Township: The Pinckney Recreation area resides here.

Lyndon Township: A township park is located here with picnic facilities, shelter and playground equipment.

Iosco Township: No recreational facilities exist here.

>> Private/Commercial

Regional recreation facilities that are privately owned and/or commercially operated include a golf course, a campground, a bowling center and a Legion Hall.

TABLE 3

Private/Commercial Recreation Facilities

Name	Location	Comments
Willow Creek	3 miles west of Stockbridge	Private – 9 holes
Deer Creek Resort	Bunkerhill Township	Private Campground
Stockbridge Lanes	Just south of Stockbridge	Public 8 lanes
American Legion Hall	Village of Stockbridge	Available for meetings and private use

E. ACTION PROGRAM, CAPITAL IMPROVEMENT SCHEDULE AND RATIONALE

In defining the action program, the formulation of community goals and objectives for the provision of recreation is a vital component. The goals and objectives represent the purposes for a community's role in providing recreation to its residents as well as outlines the direction that the community's efforts should take in the long term. Goals are the general targets for which a community aims for while objectives are the specific steps that can be taken towards that goal. A recreation plan identifies those actions that can be undertaken to implement the objectives and fulfill the community's goals.

The goals and objectives for the Village of Stockbridge in meeting the recreation needs of residents are outlined below.

GOALS AND OBJECTIVES

>Goal 1 -

To enhance the quality of life in the Village by providing recreational facilities responsive to the needs of all residents with high quality recreational facilities that efficiently utilize available resources.

Objectives

- A. Provide opportunities for the involvement of Village residents in the identification, selection, and development of recreational facilities.
- B. Develop a variety of recreational facilities that reflect the changing and diverse needs of the Village residents.
- C. Improve existing recreational facilities to more effectively fulfill the needs of Village residents and to encourage regular use of these facilities.
- D. Develop certain recreational facilities as identified by the survey and needs assessment and establish priorities for their development.
- E. Whenever feasible, take advantage of other resources for the development and maintenance of recreational facilities, such as non-local funding sources or the inclusion of concessions.
- F. Utilize design, construction, and maintenance practices that maximize the benefits provided for the resources expended.
- G. Plan improvements that offer both active and passive recreation opportunities.
- H. Develop unique recreational opportunities for elderly and physically challenged citizens.
- 1. Provide play areas that are in conformance with the "Playground Equipment Safety Act".
- J. Provide recreational opportunities in conformance with the "American's with Disabilities Act".

>Goal II

To promote the coordination and cooperation of other public agencies, private enterprise, citizen groups, and other interested organizations in the improvement of recreational opportunities for Village residents.

Objectives

A. Encourage the participation of volunteers in the development of recreational facilities.

- B. Utilize public and private sector cooperation in the promotion of recreation and the improvement of recreational opportunities.
- C. Coordinate recreational projects with the school system.

>Goal III

To provide recreational opportunities that preserve and protect the natural and historical features within the Village.

Objectives

- A. Identify and inventory those natural and historical features that reflect the unique character of the Village.
- B. Minimize the impact of recreational activities on the integrity of the Village's natural and historical resources.

>Goal IV

To continually improve the quality of and the opportunities for recreation in the Village by reassessing community recreation needs, trends, and characteristics.

Objectives

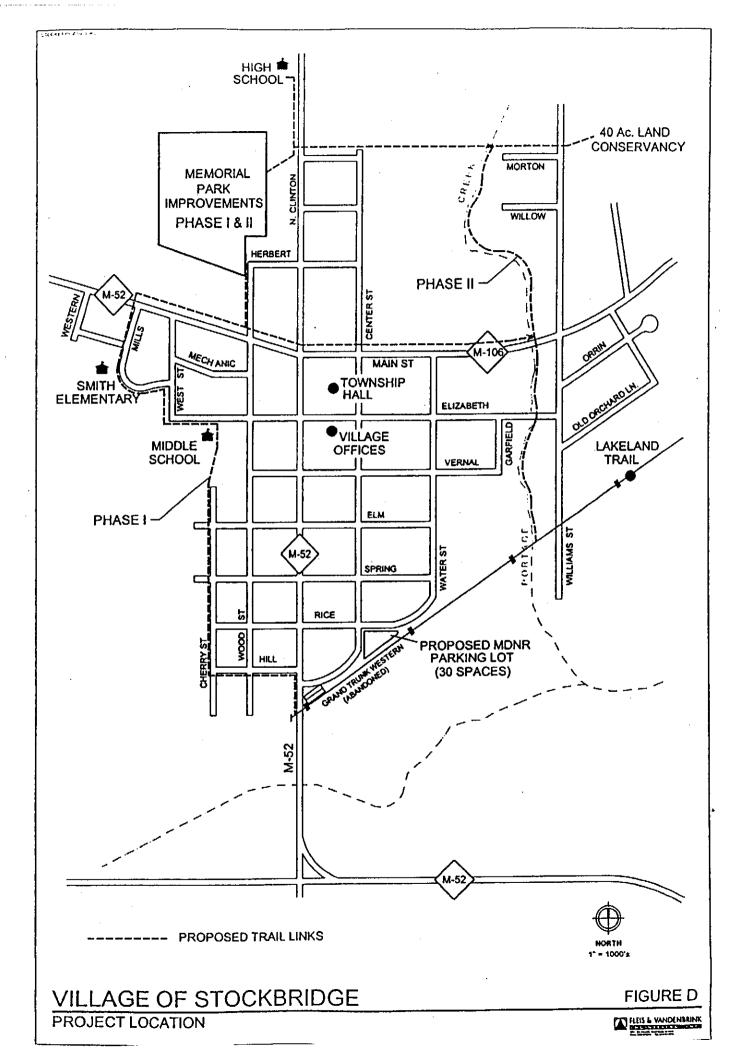
- A. Periodically update this Recreation Plan.
- B. Monitor the effectiveness of the Village's efforts in fulfilling identified goals and objectives by providing opportunities for Village residents to evaluate the progress of recreational development.
- C. Facilitate regular meetings of the Stockbridge Development Authority.

RECOMMENDED ACTIONS

A variety of factors, including community characteristics, population trends, existing recreation facilities, and identified recreation needs, contribute to the formulation of specific recommendations for plan implementation. These specific recommendations represent the actions that can be undertaken to achieve the objectives that have been directed towards a community's recreation goals. These recommended actions also represent the substance and purpose of a recreation plan - the development of a strategy for effectively closing the gap between existing recreation opportunities and recreation needs.

The following recommendation and capital improvement schedule outlines and assigns relative priorities to activities and projects that can be implemented in both the short-term and long-range future to improve recreational opportunities in the Village of Stockbridge. Those activities and projects that can be undertaken during the five-year planning period (2001-2005) have been summarized in a Capital Improvement Program Schedule. This schedule includes cost estimates as well as possible funding sources for each suggested project. Figure D identifies the location of these projects within the Village.

While these projects are recommended for implementation during the planning period, they are highly dependent upon financial and administrative feasibility. It is also suggested that the Village take advantage of any unscheduled opportunities that may arise. Such opportunities can be evaluated and included in this plan as an amendment to the schedule.



>Improvement To Existing Memorial Park

Because Memorial Park is the Village's sole activity oriented recreational facility (excluding the schools), it continues to be the focus of many recommended improvements. Based upon a focus previously established in earlier planning efforts, it is intended that Memorial Park should continue to provide Village residents with a variety of close-to-home recreational opportunities than can be conveniently utilized by individuals as well as by families and community groups.

Other improvements include the construction of an in-line hockey court and trail looping. Other ongoing improvement needs include security lighting and additional landscaping to screen the local surrounding business and residential properties. (See Figure E)

➤ Pedestrian Community Trail Facilities

There continues to be substantial need for the provision non-motorized transportation facilities in the Village. The Lakeland Trail project under taken by the county provides for parking stations and connection points for local community trails. The community trails will facilitate pedestrian travel and linkage to Village and school facilities. It will also provide passive and active recreational opportunities for citizens of all ages. (See Figure F)

TABLE 4
Capital Improvement Schedule

Project / Year	Cost	Funding Source
Memorial Park - Phase I (2002)	\$ 150,000	MDNRTF and SDA
Memorial Park Phase II (2003)	\$ 150,000	MDNRTF, SDA and Private Organizations
Community Trail - Phase I (2005)	\$ 100,000	MDOT Enhancement and SDA
Community Trail - Phase II (2006)	\$ 300,000	MDOT Enhancement and SDA

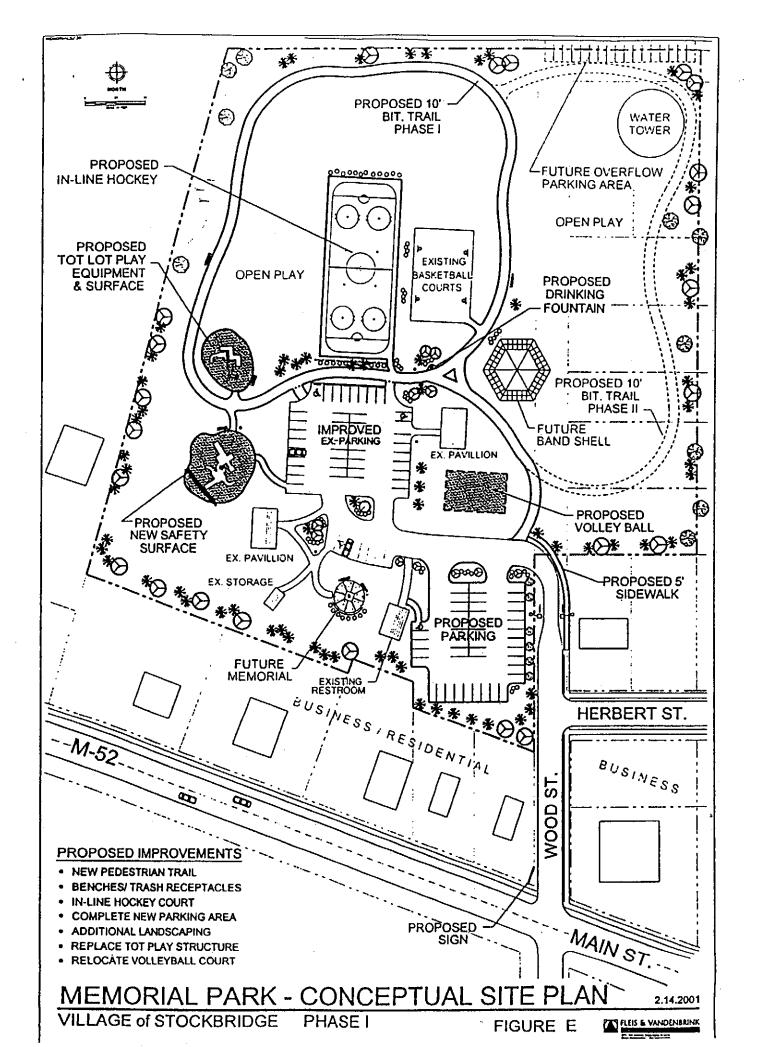
SDA = Stockbridge Development Authority

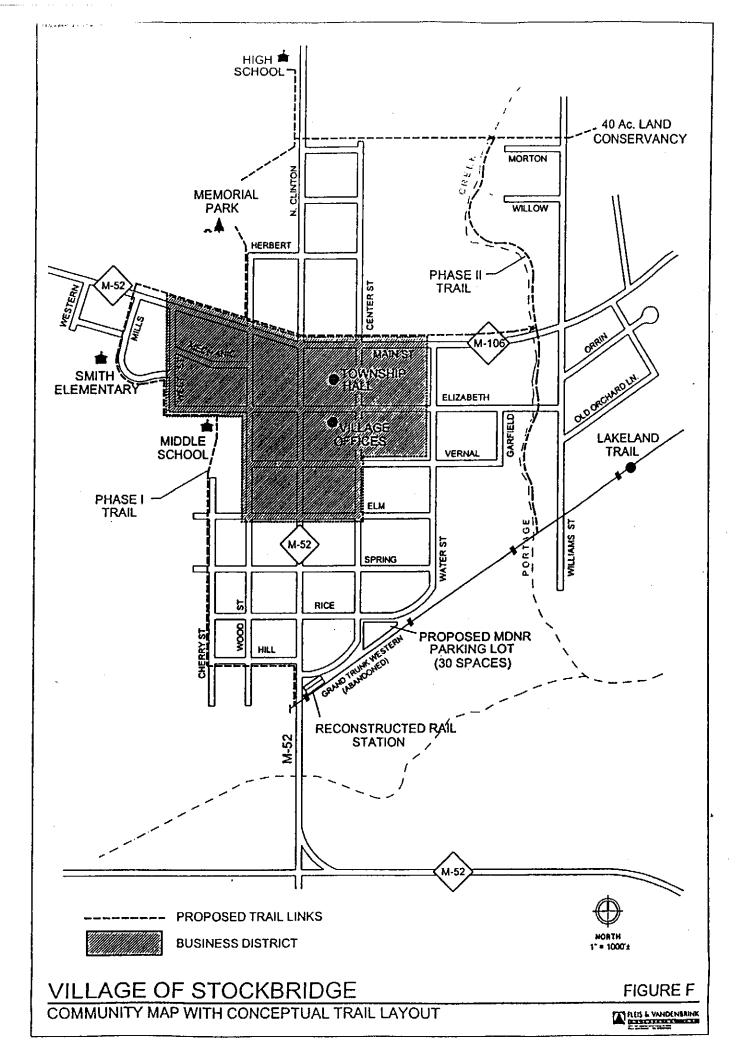
>>Financing Mechanisms

The following paragraphs briefly outline existing sources of funds for financing the future recreational improvements in the Village of Stockbridge.

1. General Funds

The Village's general fund has been the primary source of funds for operating and maintaining Memorial Park. Future site improvements, acquisition, and development will remain dependent on these tax-supported funds as will the continued operation and maintenance of these facilities. Consequently, recreation planning has to be coordinated with the yearly budgeting process for the Village's general funds.





2. Donations and Gifts

The availability of donated land, labor, equipment, and funds from individuals and organizations is an attractive and effective way to improve recreational opportunities in Stockbridge. Over the past few years, several groups and individuals have contributed significantly. Such support should be encouraged to continue.

3. Non-local Financial Assistance

Many communities seek outside sources of funds to supplement their local sources when providing recreational improvements. There are several programs administered by the Michigan Department of Natural Resources (MDNR) that can provide some financial assistance to local recreation projects. Funding amounts available to communities vary from year to year depending on Federal support and State legislative agendas.

4. Annual funds generated by the Stockbridge Development Authority

The Michigan Natural Resources Trust Fund (MNRTF) and the Clean Michigan Initiative (CMI) programs are administered by the MDNR. The MNRTF program utilized the royalties from oil, gas, and other mineral developments on state-owned lands to help finance the acquisition and the development of outdoor recreation facilities. The CMI program is the result of the passage of Proposal C of 1998.

Any unit of government, including school districts, may apply for grants to develop or acquire land(s) for public recreation or resource protection purposes. Application forms are available on February 1 of each year. The application deadlines are April 1 and September 1, of each year. The MDNR submits a list of recommended projects to the legislature the following January and funds are available after legislative appropriation, usually the following fall.

All local units of government must provide a local match of at least 25 percent of total project costs. For MNRTF development projects, the minimum funding request is \$15,000, and the maximum is \$500,000. Proposals must be for outdoor recreation or resource protection purposes. Outdoor recreation support buildings and other facilities are eligible for development funding, as is the renovation of existing recreation facilities.

CMI funding is not available at the time of this plan.

All applicants must have a current DNR-approved community recreation plan, documenting the need for project proposal.

In addition, any private individual may <u>nominate</u> land for public acquisition under this program. All nominations are reviewed by the MDNR for possible acquisition and the landowner is not required to be the person nominating a parcel of land for public acquisition. <u>Nomination forms</u> are available at any time from the DNR Recreation Division, and may be submitted to the Department year round.

The Quality of Life Recreation Bond program was established through Public Act 329 of the Public Acts of 1988 as a result of passage of Proposal D in the November, 1988 elections. The objectives of this program are: community recreation, tourism development, waterfront recreation, outdoor education for intermediate school districts, and local infrastructure repair. This program is currently not funded.

The MDNR will consider a project application for funding if it meets all of the following conditions:

- Local unit of government has on file with the department an approved community recreation plan. Department approved plans are valid through December 31 of the fifth full calendar year after adoption by the local unit's governing body.
- Project for which funding assistance is sought is listed and justified in the local unit of government's recreation plan.

Organizations with an interest in developing fishing conditions in their areas maybe able to get financial assistance from a program established through the State Game and Fish Protection Fund.

This fishing development grant is offered through the MDNR and can be as much as \$200,000 annually, in cash or in-kind services. Projects eligible for funding include: culvert modifications for improved stream flow; livestock or sheet erosion control projects; the development of spawning riffles, fish cover structures, or spawning reefs; and the construction of fishing piers and rough fish barriers.

The MDNR accepts grant proposals from organized fishing groups and local units of government. In all cases, projects are able to approach other sources such as the federal government for additional matching funds.

The Historic Preservation Grant Program is administered by the Department of State with funds made available through the National Park Service of the Department of Interior. The intent of the program is to conduct surveys of architectural, engineering, archaeological, and historic resources, to identify and nominate eligible properties to the National Register of Historic Places, and to plan for the protection of those cultural/recreational resources.

The funds for this program are apportioned by the National Park Service directly to the State which, in turn, allocates funds on a project-by-project basis to local governments, organization, and individuals.

In Michigan the Historic Preservation Grant program is administered by the Michigan Department of State. The amount of assistance is up to 50% of the project expenses. Grantees are reimbursed at the completion of the project for work done within the days of a contract between the Department of State and the grantee. EXPENSES INCURRED PRIOR TO THE EXECUTION OF A CONTRACT ARE NOT ALLOWABLE PROJECT COSTS AND WILL NOT BE REIMBURSED.

The Inland Fisheries Grant Program offers grants up to \$30,000 for projects that enhance the state's aquatic resources.

F. LOCAL ADOPTION AND CERTIFICATION PLAN

The following appendices are attached documenting the plan adoption and the public notices of the update process.

APPENDIX A

PUBLIC REVIEW OF DRAFT RECREATION PLAN

VILLAGE OF STOCKBRIDGE Recreation Plan and Memorial Park Improvements Public Workshop February 7, 2001

The Village of Stockbridge held a Public Workshop to get community input on updating the Village Recreation Master Plan and the development of Stockbridge Memorial Park. The workshop was held at the Villages Offices at 7:00 pm on February 7, 2001. Village Manager Stephen Penn welcomed the attendees. See attached for those in attendance.

Aaron Catlin of Fleis & VandenBrink Engineering, explained the background of the project and the steps necessary for obtaining funding from the Michigan Trust Fund. Community involvement was discussed.

The meeting was then open to comments and questions from the audience. The topics of discussion included;

- 1. Typical annual usage of Memorial Park.
- 2. Previous Park improvements.
- Playground improvement needs.
- 4. New trash receptacles.
- 5. Park maintenance issues.
- 6. Lighting/security issues.
- New parking area.

The meeting was adjourned at 8:45 pm.

of STOCKBRIDGE - MEMORIAL PARK PUBLIC WORKSHOP. #1 - SIGH IN SHEET 2/7/01 DEBORAH MARSHALL SDDA CHAIR 801-756. Doug Doubt Citizen 851-7419 Kin Hastings Litizen 851-4091 GARY LUDIKE CITIZEN 8517439 Styphen Penn village managet 851-7435 Jerrold E BIVINS

· Richard RIVNER

SDA

VILLAGE OF STOCKBRIDGE Recreation Plan and Memorial Park Improvements Public Workshop February 13, 2001

The Village of Stockbridge held a Public Workshop to get community input on updating the Village Recreation Master Plan and the development of Stockbridge Memorial Park. The workshop was held at the Villages Offices at 7:00 pm on February 13, 2001. Village Manager Stephen Penn welcomed the attendees. See attached for those in attendance.

Aaron Catlin of Fleis & VandenBrink Engineering, explained the background of the project and the steps necessary for obtaining funding from the Michigan Trust Fund. Community involvement was discussed.

The meeting was then open to comments and questions from the audience. The topics of discussion included;

- 1. The desire for an in-line hockey court.
- 2. Landscaping issues.
- 3. The importance and desire for a pond trail in Memorial Park.
- 4. The need for new safety surfacing in the play lot.
- 5. The need for a drinking fountain.
- The importance of extending the sidewalk along Wood St. to connect to the park's proposed trail.

The meeting was adjourned at 8:25 pm.

Village of Stockbridge Public Workshop #2 Memorial Park 2/13/01

Name		Phone Number
Darun Cath	FAV	UL 54/6000
PER DUNING	FFU	616 541-6000
Signar LEVIEIT	5DD+	517 851 - 9563.
Stephen Pean		517.851-7435 517851-7430
JENO/d & BIVILLE	village moneyet	5/7 85/- 7450
Larry Krymmrey	Village Voyster, Chamber etc.	
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APPENDIX B

RESOLUTION OF PLAN ADOPTION

RESOLUTION NO. 01-02-4

VILLAGE OF STOCKBRIDGE (Enacted <u>February 19, 200</u>)

A RESOLUTION TO ADOPT THE 2001-2005 RECREATION MASTER PLAN FOR THE VILLAGE OF STOCKBRIDGE

Whereas, A Public Hearing was held on Monday, February 19, 2001 to receive public comment concerning the 2001-2005 Village of Stockbridge Recreation Master Plan, and

Whereas, recreation contributes to the well-being of Village residents, and

Whereas, the Village has elected to acquire, develop and operate recreational facilities for the benefit of Village residents, and

Whereas, planning for future recreational improvements in the Village is a necessary and important process that assures the most appropriate facilities to satisfy identified needs.

THEREFORE, IT IS RESOLVED that the Stockbridge Village Council, having reviewed the contents of the 2001-2005 Recreation Master Plan for the Village of Stockbridge, hereby adopts said Master Plan to guide future recreational improvements in the Village.

Adopted at a Special Meeting of the Village Council on the 19th day of February, 2001.

YEAS <i>BARRY, CHAMBERS, MORK</i> NAYS <i>None</i>	RELL KRUMINREY LIPPENS, MOGGIT	7
ABSENT DUNCAN		
	Ken Moffitt, Willage President	
	Ken Moffitt, Willage President	

I certify that the above is a true and complete copy of Resolution No. 21-0 adopted by the Village Council at a Special Meeting held on the 19th day of February, 2001.

Linda Dancer, Village Clerk

VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY 115 EAST ELIZABETH STREET

RESOLUTION NO. 1-01 (Enacted February 19, 2001)

RESOLUTION TO APPROVE RECREATION PLAN for YEARS 2001-2005

WHEREAS, the Stockbridge Downtown Development Authority, (SDDA), desires to improve the recreational facilities available to Stockbridge residents;

WHEREAS, the SDDA, with the assistance of Fleis & Vandenbrink Engineering, Inc., facilitated strategic planning workshops on February 7 and February 13, 2001 to obtain the input of community leaders and concerned citizens;

WHEREAS community input was utilized to rank current recreational needs and those needs were complied into a Recreation Plan for the years 2001-2005;

WHEREAS the SDDA has been advised that the State Department of Natural Resources has funds available to assist in co-funding recreational plans supported by local jurisdictions;

WHEREAS the SDDA has amended its budget to provide for funds to help support the proposed recreational needs;

WHEREAS the SDDA held a special meeting to review the contents of the recreational plan;

NOW, THEREFORE, BE IT RESOLVED:

rabue Howard

The Stockbridge Downtown Development Authority (SDDA) adopts the Recreation Plan for the Village of Stockbridge dated February 2001, which provides a guide for future recreational improvements within the Village for the years 2001-2005.

Adopted at a meeting of the SDDA held on the 19th day of February, 2001.

YEAS: Marshal	l, Kansdell, F	evleit kis	ner, Turni	no Mo	Hitt, Burn	2,
NAYS:	0	, 	<i></i>	0 /	Macking	lei
absent: Howa	rd, Rockey,	Bust				
•	true conv. of Decoh		adonted by the	a Stockhrider	Doumtour	

Development Authority at a regular meeting held on the 19th day of February, 2001.

Secretary

Drafted By: Michelyn E. Pasteur (P44536) Foster Zack & Lowe, P.C. Suite 250 2125 University Park Drive Okemos, MI 48864 517/706-0000

APPENDIX C

TRANSMITTAL OF PLAN TO COUNTY AND PLANNING AGENCIES



4771 - 50th Street S.E., Grand Rapids, MI 49512 Office (616) 541-6000 FAX (616) 541-6010

March 29, 2001

Mr. Jon Coleman Tri-County Regional Planning Commission 913 Holms Rd. Ste 201 Lansing, MI 48910

RE: Final Recreation Plan

Dear Jon:

On behalf of the Village of Stockbridge, we hereby submit the attached <u>Recreation Plan For The Village of Stockbridge</u>, 2001-2005 for your review and files.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.

Aaron D. Catlin Project Manager

Enclosure



4771 - 50th Street S.E., Grand Rapids, MI 49512 Office (616) 541-6000 FAX (616) 541-6010

March 29, 2001

Economic Development Corporation Attn: Tom Coleman 121 East Maple Mason, MI 48854

RE: Final Recreation Plan

Dear Tom:

On behalf of the Village of Stockbridge, we hereby submit the attached <u>Recreation Plan For The Village of Stockbridge</u>, 2001-2005 for your review and files.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.

Aaron D. Catlin Project Manager

Enclosure

APPENDIX D

NOTICE OF PUBLIC HEARING

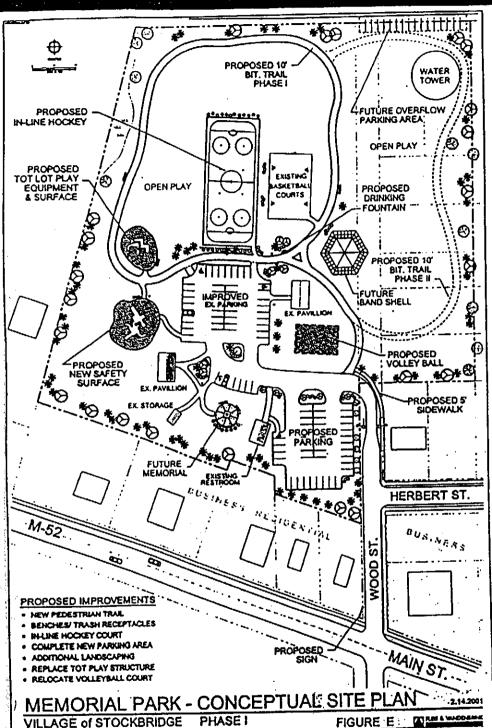
5178514048





plo sign ig you won, and received to for

LEGAL NOTICES AND MI



A grant will be applied for by the SDDA and the Village of Stockbridge for the purpose of obtaining Michigan Department of Natural Resources (MDNR) funds to use in refurbishing our Memorial Park facilities and landscape.

We will be notified some time in the summer months as to whether we will receive this grant.

Prior to sending in our grant application, we need community support in the form of letters and petitions.

Please write a small note as to why you would want or use this park. The more support we receive, the better our chances are for

MINIT

Stockbridge Develor

Members present: Deb Marshall, Ken Moffi Bivins, Glen Rockey, Annabell Howard, Richard F Stephen Penn, Freddie Lloyd, Taylor Allen, I Morrell, Donna Lippens, Larry Krummrey, Tom ar

Members absent: Spencer Levleit, John Tv Call to order at 7:01 pm.

Swearing in of new member Richard Risner. Additions to agenda.

Review of minutes from last meeting: correction of Engineering firms name Vande second by Moffitt. Motion carried.

Lovachis enter 7:06 pm; Krummrey enter 7
Treasurer's report by Rockey. Discussi
\$6532.28, motion to pay bills submitted in the a
Ramsdell. Motion carried. Motion to accept
second by Howard., Carried.

Public Comment: Freddie Lloyd expresser

on the town square. Discussion.

Tom and Janice Lovachis purchasing old parking downtown. Inquired about renting space

Rockey brought outside request to have possession.

Robert Strauch questioned number of parpast 7 years. Discussion.

Discussion of building SDA guidelines for v

assistance through the SDDA.

Committee Reports: Downtown: 1) Mills approved for loan. Discussion 2) proposed to building on Herbert St. and redo to accommodated over current building housing Minix Printlemain priority for the SDDA to keep the post office.

Downtown committee proposed to purch spending up to \$150,000 total for property acquinity family. Discussion. Motion to pursue property and the interrupts motion on table with out of Additional public comment, re-open for additional comments from the audit acquisition proposal.

Strauch exit 8:45 pm Morrell exit 9:00 pm

Motion restated to pursue land acquisition
Marshall - yea; Moffitt - yea; Ramsdell - yea;
Howard - nay; Risner - nay; Mackinder - yea

Current owner of the Stockbridge Couroffered to SDDA for sale. Discussion. Sha Market present to discuss issue on behalf of C

Stephen Penn advised that Chamber of C

Parks and Rec committee report: Bivistructuring our new recreation plan. Feb. invited.

Industrial Park committee updates on Covenants have been finalized, signature pa

Committee assignments - new member Marshall stepped down from Ind. Park committee chair. Glen Rockey to fill Marshall

New business - Smith property on n Downtown committee proposes to purchase

site. Discussion. Bust move to purchase point behalf of the SDDA. Mackinder second her company having a financial interest from

л) Place of nti. ecceded in de y one brother and

ices are Tuest, y, March 20, 2001, 2 Caskey-Mitchell Funeral Home, wat Fairview Cemetery, Dansville, of sympathy can be made to inity Church.

Hoard

noard, 61, of Wallace Road, Rindge, y, March 16, 2001, at the Cheshire 1 Keene, NH after a lengthy illness. Gregory, MI, November 25, 1939, to Claude C. and Gertrude (Barbour)

in Rindge for the past 32 years. He duate of Stockbridge High School, n employed for many years by the & Aho Construction Company of nd was currently employed as the Project Manager for the Seppala of Rindge, NH.

nember of the Apostolic Lutheran pswich, NH.

his family include his wife of forty Pakkalla) Hoard of Rindge; eight ard Edward Hoard, Thomas Hoard, ies Hoard, all of Rindge, Daniel ik, MI, Timothy Hoard of Yacolt, Hoard of New Ipswich, NH; six ie Isaacson of Brush Prairie, WA, If Vancouver, WA, Polly Salmi and both of Chassell, MI, Sally Rhoades

, WA and Maija Traffie of one sister, Mrs. Nila Whitehead of ve brothers, Allen Hoard, Vernon loard, all of Gregory, MI, Marvin ney, MI, and Stanley Hoard of 38 grandchildren; and many nieces, ins.

ces are Tuesday, March 20, 2001, Lutheran Church of New Ipswich. he Hillside Cemetery of Rindge at

by the Nelson Funeral Home,

76, Stockbridge, died March 18,

Il be at the Gorsline-Runciman Co. I, Mason, Tuesday, March 20, 2 to

ces will be Wednesday, March 21,

obituary in the March 27 edition of

Jeffery Thomas Whitaker, a brother, Earl Whitaker, and his father and mother-in-law, Don and Arlesta Alexander.

Funeral services were Saturday, March 17 at the Clinton Assembly of God Church. Pastor Richard Coury officiated. Burial followed at Oaklawn. Cemetery, Stockbridge.

We get letters

Letters of support needed

To the Editor:

The Village Council and the Stockbridge Downtown Development Authority have approved a resolution to apply for a grant from the Michigan Department of Natural Resources to match funds with the SDDA to refurbish our Memorial Park.

This proposed refurbishment would be completed in three phases.

As an incentive for the MDNR to approve this grant proposal, the SDDA is requesting letters/notes of support from community members, indicating their need for and their anticipated usage of the improved facility. Evidence of community support is very helpful in the MDNR selection process.

Please send your letters to:

Stockbridge Downtown Development Association PO Box 513 Stockbridge, MI 49285

JERROLD E. BIVINS, CHAIR Recreation/Parks Committee SDDA

Letters to Editor Policy: Letters to the Editor must be received by 2 p.m. Friday to appear in the following week's newspaper. They should be limited to 300 words or less. All letters must be signed.

Letters may be edited for length, clarity, style and possible libelous content. The Town Crier reserves the right to refuse publication of any letters.

Politics come alive for *Close Up* students

Five Stockbridge High School students and a teacher are participating in the Close Up Foundation Washington, DC government studies program this week (March 18-24).

Michael Boring, Jessica McWilliams, Sarah Ocwieja, Louis Salow, and Sarah Smith, accompanied by teacher, Molly Howlett, are "close

Addendum to Stockbridge Recreation Plan Amendments, May 17, 2001

Washtenaw Land Trust P.O. Box 186 Dexter, MI 48130 (734) 426-7089 LaraSpears@aol.com

The addition of the following text and figures are recommended:

Page 1 - Introduction

...required public hearings were held on February 19, 2001, May 17, 2001, and June 4, 2001.

Emphasis was also placed on improving access to nature trails and passive recreation opportunities.

Page 9 - Description of the Planning Process

Amendments to the Recreation Plan were approved at the Stockbridge Downtown Development Authority public hearing on May 17, 2001 and the Stockbridge Village Council public hearing on June 4, 2001. These amendments corrected omissions from the Recreation Plan dated March 2001, and strengthened the emphasis placed on passive recreation. These amendments were adopted due to citizen interest in improving access to nature trails in the Village of Stockbridge.

Page 10 - Local Recreation Facilities

(Place this section below section on Memorial Park to emphasize priority for NRTF)

Beckwith Conservancy. The Washtenaw Land Trust, a tax-exempt 501(c)(3) organization, owns and operates the 30.5-acre Beckwith Conservancy as a nature preserve. It is open for access by the public for hiking, cross-country skiing, birdwatching and wildflower observation. The Beckwith Conservancy contains hardwood forest, wooded wetland, pine plantation, prairie remnant and over 1200' of frontage on Portage Creek.

Constraints exist for the current use of the site. The only access to public road frontage from the Beckwith Conservancy is through the wetland along East M-106. Locating a parking lot in this area would not be possible due to state wetland regulations. The property borders on the west with land owned by the Stockbridge High School, providing opportunities for linkage with the 15-acre High School Nature Area.

<u>Page 10 – Local Recreation Facilities, Stockbridge Public Schools</u> (Move High School to top of list to highlight linkages with Beckwith Conservancy)

15-acre Nature Area

The High School Outdoor Club currently conducts projects and tours at the Nature Area. The site features an ampitheatre and animal track center, upland trail, swamp trail, vernal pond, freshwater marsh, pine plantation and orchard.

Page 15 – Pedestrian Community Trail Facilities

The trail network has the potential to become a regional destination for passive recreation. This can have positive economic benefits by drawing trail users into the downtown area for shopping and dining. In order to maximize the attractiveness of the trail for local and regional users it should not only link local facilities, but provide a loop that highlights unique natural features. Existing trails at the Beckwith Conservancy and High School Nature Area will provide the focal attractions for regional users of the Lakelands Trail State Park to enjoy local facilities.

The acquisition of property adjacent to the Beckwith Conservancy on East M-106 is a high priority for completion of the loop trail. This will provide access to the existing Conservancy trails approximately 750' west of the intersection of the Lakelands Trail and M-106. Development of a barrier-free parking area on the acquired property and construction of a footbridge over Portage Creek will link the Lakelands Trail with over 2 miles of trails through high-quality natural areas within or immediately adjacent to the Village of Stockbridge (See Figure G).

Page 16 - Financing Mechanisms, Donations and Gifts

The Washtenaw Land Trust maintains a list of the Friends of Beckwith Conservancy, who support it with donations of cash, labor, materials and equipment. These resources will continue to provide some of the funding required for fulfillment of the Recreation Plan as it pertains to the Beckwith Conservancy.

Other Amendments

- Add Beckwith Conservancy to Figure A
- Change Conceptual Trail Layout on Figure D to match Figure F
- Add Attendance Sign In for meetings on 5/17/01 and 6/4/01
- Add Village Council Resolution of Plan Amendment
- Add Notice of Public Hearing in Stockbridge Town Crier 5/12/01, 5/22/01 & 5/29/01
- Add Transmittal of Plan Amendment to Regional Planning Authorities
- Add Letter of Cooperation with the Washtenaw Land Trust

INTRODUCTION

Parks and community recreation continue to be an important service provided to the residents of the Village of Stockbridge, located in the SE corner of Ingham County. Since the recreational needs of any community change over time, the Village of Stockbridge Development Authority has prepared a Recreation Plan update. This update is based upon an examination of the goals and objectives of the Village, in order to determine which of those goals are still desirable for the community and what additional recreation needs exist for Stockbridge residents.

This updated plan utilizes information gathered at citizen workshops held on February 7 & February 13, 2001 at the Village offices. Additionally, the required public hearing was held # 542 February 19, 2001.] During these workshops, citizens and community leaders gathered to Addendum review existing goals and objectives and to discuss potential projects for inclusion in this Recreation Plan. At the workshops, it was determined that a strong focus existed within the village to finish what was started related to Memorial Park improvements, due to the parks historical value & great central location. * See Addendum

As in the past, local financing of recreational improvements is difficult due to limited funds. Therefore, one purpose of this plan is to maintain the eligibility of the Village for state/federal funding sources that could assist the Village in its efforts to improve the community's recreational opportunities.

This Recreation Plan is organized as outlined in the Michigan Department of Natural Resource's "Guidelines for Preparing a Community Recreation Plan" publication.

C. DESCRIPTION OF THE PLANNING PROCESS

Community recreational facilities cannot be effectively provided without some basis from which the type, quantity, location, need, and priority for that facility has been determined. Several methods for determining a community's recreation needs and priorities have been identified. These include observed use levels for existing facilities, comparisons of recreational facilities between similar communities, unique opportunities for certain types of facilities, guidelines or standards based on quantity per population, and projected population growth, to identify a few methods.

For this Recreation Plan, strategic planning workshops facilitated by the Stockbridge Development Authority and planning consultant were held on February 7 and February 13, 2001 and involved community leaders and concerned citizens. The community was invited through public notice, and receiving direct invitations were the representatives of the Stockbridge Village Council and Stockbridge Public Schools. At the workshop, it was determined that a strong desire existed within the village to finish what was started related to the Memorial Park improvements. Additionally, a public hearing was held February 19, 2001 with the Stockbridge Development Authority and Stockbridge Village council.

* See Addendum

The purpose of the strategic planning process was to receive direct input from key individuals within the community relative to the identification and ranking of the community's current recreation needs. The issues and needs were identified and discussed at the workshop and are incorporated into this document.

D. RECREATION INVENTORY

An essential element of a recreation plan is the inventory of both local and regional, public and private recreation facilities that are available to a community's resident. Such an inventory provides a basis from which a comparison can be made of existing recreation opportunities with the community's identified recreation needs. This inventory process also identifies barrier-free facilities. This will ensure that citizens with disabilities will fully enjoy these facilities. Involving advocate organizations and utilizing The Access Board will help facilitate this element of the inventory process. Further, this facility inventory establishes the foundation from which a recreational improvement program can be developed and implemented. Figure A also shows the location of local recreational facilities.

1. LOCAL RECREATION FACILITIES

> Public (Barrier free = BF)

Memorial Park. The Village of Stockbridge owns and operates Memorial Park. This 5.4-acre park is located in the central northwest portion of the Village. Following is a listing of the recreational facilities provided at the park. Figure C is a physical layout of the facilities.

Restroom Facility (BF)
Two picnic shelters (BF)
Picnic tables and grills
Timber and plastic play structure with slides and swings
Tot lot
Four seat swing
Four half court basketball courts
Parking facilities (BF)

Many of these improvements were funded in part by private contributions and Village funds. Additionally funding assistance was received from MDNRTF program in 1991.

Memorial Park serves as the focal point for summertime activity within Stockbridge. While records for transient park use are not kept, extensive "first come first serve" reservations were received for the use of the two picnic facilities. These reservations represented family, corporate, and organization activities during the period May through September.

The current site is not nearly completely utilized, with nearly 50% of the property undeveloped.

*See Addendum

Stockbridge Public Schools. Five primary school facilities belonging to the local district are clustered within short distance of each other in the near southeast portion of the Village. These include three elementary schools, middle school and high school.

*Sez Addendum
Smith Elementary School has the following playground equipment:

(Village of Stockbridge)
1 indoor gym

1 soccer field

1 outdoor basketball court

1 running track with fitness court

1 play area

5 youth ball fields

≫Improvement To Existing Memorial Park

Because Memorial Park is the Village's sole activity oriented recreational facility (excluding the schools), it continues to be the focus of many recommended improvements. Based upon a focus previously established in earlier planning efforts, it is intended that Memorial Park should continue to provide Village residents with a variety of close-to-home recreational opportunities than can be conveniently utilized by individuals as well as by families and community groups.

Other improvements include the construction of an in-line hockey court and trail looping. Other ongoing improvement needs include security lighting and additional landscaping to screen the local surrounding business and residential properties. (See Figure E)

There continues to be substantial need for the provision non-motorized transportation facilities in the Village. The Lakeland Trail project under taken by the country and the facilities in the village.

and connection points for local community trails. The community trails will facilitate pedestrian travel and linkage to Village and school facilities. It will also provide passive and active recreational opportunities for citizens of all ages. (See Figure F)

* See addendum for additional text

Capital Improvement Schedule

Project / Year	Cost	Funding Source
Memorial Park - Phase I (2002)	\$ 150,000	MDNRTF and SDA
Memorial Park - Phase II (2003)	\$ 150,000	MDNRTF, SDA and Private Organizations
Community Trail - Phase I (2005)	\$ 100,000	MDOT Enhancement and SDA same as above
Community Trail – Phase II (2006)	1 <i>00,000</i> \$.200,000	MDOT Enhancement and SDA 床
SDA = Stockbridge Development Auth	nority (2006) \$300,000	same as above

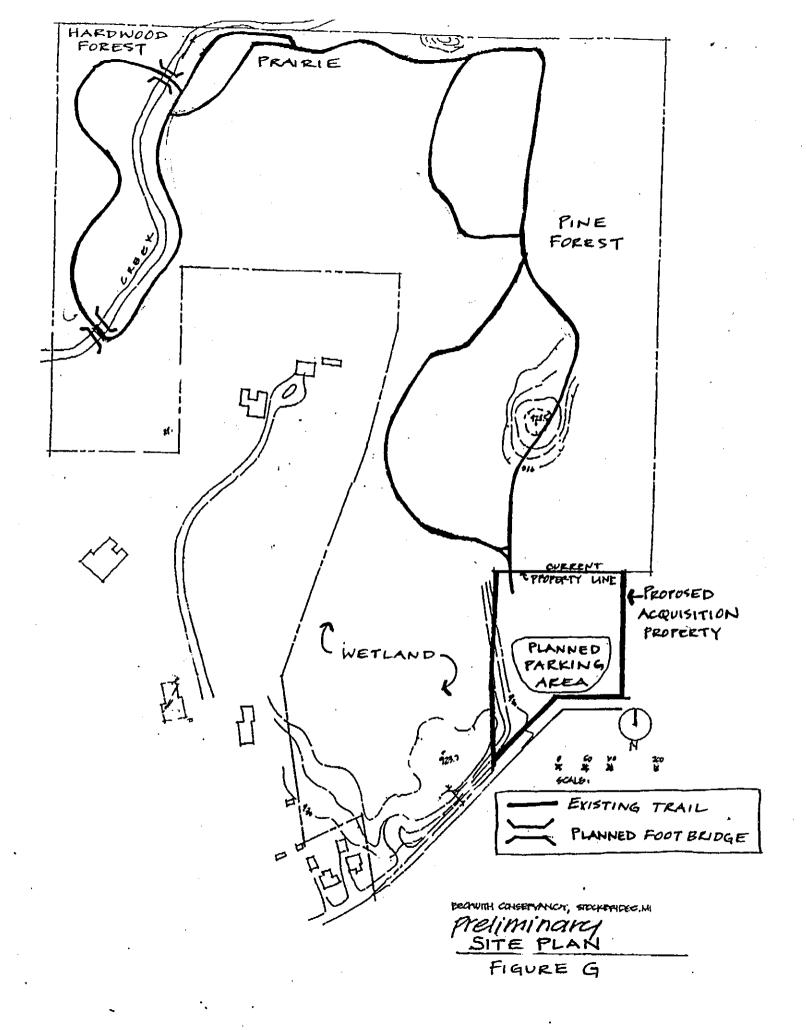
>> Financing Mechanisms

The following paragraphs briefly outline existing sources of funds for financing the future recreational improvements in the Village of Stockbridge.

1. General Funds

The Village's general fund has been the primary source of funds for operating and maintaining Memorial Park. Future site improvements, acquisition, and development will remain dependent on these tax-supported funds as will the continued operation and maintenance of these facilities. Consequently, recreation planning has to be coordinated with the yearly budgeting process for the Village's general funds.

Note that Morton St. and E. M-106 EXISTING TRAIL line up with each other. PROPOSED TRAIL (PHASE 2) - Phase III trail is on left & (w. side) PROPOSED TRAIL (PHASE III) of Portage Creek HIGH = PHASE # I NSER VANCY PROPOSED MEMORIAL PARK ACQUISITION MIRTON HERBERT WILLOW **SMITH** ELEMENTARY ELIZABETH MIDDLE SCHOOL AKELAND VERNAL PHASE II TRAIL SPRING PROPOSED MONR PARKING LOT (30 SPACES) RECONSTRUCTED RAIL STATION PROPOSED TRAIL LINKS **BUSINESS DISTRICT** VILLAGE OF STOCKBRIDGE FIGURE F COMMUNITY MAP WITH CONCEPTUAL TRAIL LAYOUT



2. Donations and Gifts

The availability of donated land, labor, equipment, and funds from individuals and organizations is an attractive and effective way to improve recreational opportunities in Stockbridge. Over the past few years, several groups and individuals have contributed significantly. Such support should be encouraged to continue.

* See Addendum

3. Non-local Financial Assistance

Many communities seek outside sources of funds to supplement their local sources when providing recreational improvements. There are several programs administered by the Michigan Department of Natural Resources (MDNR) that can provide some financial assistance to local recreation projects. Funding amounts available to communities vary from year to year depending on Federal support and State legislative agendas.

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All applicants must have a current DNR-approved community recreation plan, documenting the need for project proposal.

In addition, any private individual may <u>nominate</u> land for public acquisition under this program. All nominations are reviewed by the MDNR for possible acquisition and the landowner is not required to be the person nominating a parcel of land for public acquisition. <u>Nomination forms</u> are available at any time from the DNR Recreation Division, and may be submitted to the Department year round.

The Quality of Life Recreation Bond program was established through Public Act 329 of the Public Acts of 1988 as a result of passage of Proposal D in the November, 1988 elections. The objectives of this program are: community recreation, tourism development, waterfront recreation, outdoor education for intermediate school districts, and local infrastructure repair. This program is currently not funded.

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EXHIBIT F. GRANT APPLICATION FOR PARK IMPROVEMENTS

01/21/2003 10:40

Michigan Department of Natural Resources Grants Administration Division

2002 RECREATION GRANT APPLICATION

This information is requested by outhority of Paris 19 and 703 of Act 451 of 1994, to be considered for a recreation grant, This application must be completed in full to apply for a grant from the Michigan Natural Resources Trust Fund or the Land and Water Conservation Fund.

For DNR use only	j
App. #	
Region #	

A large print version of	this application is a	vailable upon request		
	PART I: GENE	RAL INFORMATION		
1. NAME OF GOVERNMENT UNIT:		Federal ID # (Required for I	cal units of gov't):	County:
Village of Stockbrid		38-600-4737		Ingham
Name Of Authorized Representative (responsible for	project day-to-day):	Title;		
Stephen Penn		Village M		
Address:		Telephone # (between 8 a.m		
115 E. Elizabeth St. Po	Hox 155	(517) 851-7450 Fax#:		
}		(517) 851-404	8 e-mail:	
	49285			
2. PROJECT TITLE: ((25 characters or less) Be as Memorial	epecind and descriptive Park Improv	as possible and include the s ements	itë uëme il sveilad	iej.
2. BRIEF DESCRIPTION OF PROPOSAL: (Include presence of significant natural resources (by name Phase I improvements	e) or water (by name) at of park in	the site; and overall purpose Cluding in-lir	of project). Le hockey	
walking trail, impro	And barking	and brak are	<u>a.</u>	
4. SITE LOCATION: (For projects which cross more	then one jurisdiction. Iii	st all on a separate sheet and	show the political	boundaries on all mans)
	Name of City, Village of	or Township: Stockbr		
City X Village Township		Stocker	rage	
County:	Section:	Town	& Range # s:	
Ingham	26			N R2E
State House District: 6.7	State Senate District:	25 U. S.	Congressional Di	strict:
6. LAND AND WATER CONSERVATION FUND (LV Recreation Grants Selection Process" bookies for a Questione 7 and 8 for both the MNRTF and the LV will only be considered under the programs for whimay be limited to just development.	more information about VCF and indicate that you ich it is eligible. A project	the LWCP. To be considered to will commit at least 50% to	under the LWCF set match toward (program, you must complete s LWCF grant. The application
Yes, consider this application under the		not consider this application	under the LWC	F
7. PROJECT COST AND GRANT AMOUNT REQUE	STED: Complete the ch	laft below.	MNR	TE LWCF L
Total Project Cost: This amount must equal page 4 or 5.	- •	•	150,0	000 ([150,000
 b) Grant Amount Requested: The grant smoul for MNRTF or 50% of the total project cost for cennot be less than \$15,000 or more than \$50 request for acquisition applications. 	r LWCF. In eddition, for 00,000. There is no min	a development appilcation it imum or maximum grant em	90,0	75,000
 Applicant's Matching Funds: Indicate the c 25% for MNRTF or 50% for LWCF of the total 	tollar amount of the mat	ch commitment. Must be at I	60.0	75,000
d) Indicate the percentage of the match communication of the total project cost as indicated in		et 25% for MNRTF or 50% fo	r	40 1 50 %
 SOURCES OF LOCAL MATCH: Complete the cl needed as indicated on line 7.c. above. Eligible of Scientian Process* booklet for details). 	hart below and, if neede match sources offer for	d. <u>Appendix A.</u> Sources of rithe MNRTF and the LWCF p	naich must add up rograms. (See the	to the totallocal match thatis
SOURCE		MAR	TF	LWCF
a) General Funds or Local Restricted Funds (A		5	5	
b) Force Account Labor (Applicant's own paid		\$	5	
c) Federal or Other State Funds; (Complete A	ppendix A);	5	<u> </u>	
d) Cash Donations: (Complete Appendix A):		<u> </u>)	75,000
Ognoted Labor and/or Materiets: (Complete Donated Land Value (Acquisitions Only) (Co		<u> </u>	<u>\$</u>	
Distrated Land Value (Acquisitions Only) (Co				

Michigan Department of Natural Resources, Grants Administration Division 2002 RECREATION GRANT APPLICATION - APPLICATION SUPPLEMENT

Application Number:	02-094
Project Title:	Memorial Park Improvements
Applicant:	Village Of Stockbridge

This form <u>must</u> be completed and submitted with all supplemental application materials. It may only be used to submit supplemental application materials for the recreation grant application referenced above that was submitted as of the April 1, 2002 deadline. It may not be used for new application materials. Materials must be hand-delivered or postmarked no later than September 13, 2002. With the exception of new resolutions from your governing body supporting changes to the application or recreation plan amendments (as described below), materials postmarked after September 13th will be returned and will not be considered by the Department of Natural Resources (DNR).

Some changes to your application may require a resolution of support or adoption from your governing body. Changes which require a resolution are noted with a . Resolutions must be adopted no later than September 30, 2002 and must be hand-delivered or postmarked no later than September 30, 2002. Resolutions postmarked after September 30th will be returned and will not be considered. In all cases, the resolutions must be from the governing body of the applicant — i.e., board of commissioners, city council, township supervisors, etc. Resolutions from Parks and Recreation Commissions or Advisory Boards are not sufficient. Materials submitted with resolutions will be returned and will not be considered.

APPLICATION REVISIONS

Please complete the following tables to revise information in your original application. The revised table should show All, the current information, i.e., do not just show the changed information.

Please refer to the instructions on your original application form (PR5750) to complete each of the tables below. If a table or chart does not apply to your eltuation (i.e., you are not making changes to that aspect of the application), please cross out the table.

Project Data

If changes to the project made by these supplemental materials result in a change to the project description or basic project data, please show the new information in the table below:

Project Title:	Memorial Park Improvements Refurbishing of existing Village Park, including paved
Project Description:	Refurbishing of existing Village Park, including paved
1,10,000	trails, barrier-free play structure & in-line hockey court.

Project Cost, Grant Request, Match

If you want to change the total project cost, grant amount requested or your match commitment, please complete the table below.

✓ If your changes lead to an increase in the grant request amount or increase in the match amount, you must submit a new resolution from your governing body.

PROJECT COST, GRANT AMOUNT REQUESTED AND/OR MATCH a) Total Project Cost: b) Grant Amount Requested:	RTF	11	LWCF
			150,000
		5	75.000
c) Applicant's Matching Funds: d) Percentage Match Commitment:	~	!	50 %

Match Sources

If you have increased or decreased your match commitment or want to change your sources of match, please complete the table below.

No Change

✓ if the changes include an increased match from local general funds, local restricted funds, or force account labor, you must submit a new resolution from your governing body.

OURCES OF LOCAL MATCH SOURCE	MNRTF	LWCF
General Funds of Local Restricted Funds (Applicant's own cash):	\$	\$
Force Account Labor (Applicant's own paid labor):	.	\$
Federal or Other State Funds (Complete Appendix A):	\$. 5
Cash Donations (Complete Appendix A):	\$	\$
Donated Labor and/or Materials (Complete Appendix A):	\$	\$
Donaled Land Value (Acquisitions Only) (Complete Appendix A):		\$

Development Applications - Project Costs and Scope

No Change

If you want to make changes to the Project Scope and Cost Estimates, please complete the table below.

✓ If the changes after over 50 percent of the project scope (by cost or number of items) as it was included in the original application, you must submit a new resolution from your governing body.

		NZE OR QUANTITY	
	\$COPE ITEMS (Limit each item description to 25 characters — Do Not Abbreviate)	HZE OH GOARIIIT	COST
1			\$
2			\$
 			\$
-21			\$
5			\$
6			\$
- -			\$
-{			S
			\$
9			\$
10		Subtotal	S
+	The same of the sa	Engineering 10% of subtotal)	
•]	Total	Estimated Cost	\$

Land Acquisition Applications - Parcel Table

N/A

if you want to make changes to the parcels to be acquired or the project costs, please complete the following.

Please note that land acquisition applications will only be considered under the MNRTF.

If your changes include the acquisition of any new parcels that were not included in the original application, you must automit a resolution of support from your governing body.

CEL INFORMATION TAB		1	TOTAL ACQUISITION COSTS						
LANDOWNER	(1) ACREAGE	(2) STATE EQUALIZED VALUE	(3) ESTIMATED APPRAISED YALUE	(4) ESTIMATED RELOCATION COSTS	(5) ESTIMATED INCIDENTAL COSTS	(6) TOTAL ACQ. COSTS (Cols. 3+4+5			
		, , , , , , , , , , , , , , , , , , ,	\$	\$	\$	\$			
			S	\$	\$	\$			
			\$	\$	\$	\$			
TOTALS			\$	\$	\$	\$			

Recreation	Plan	Amendments
JOHN CHANNEL		

N/A

If you have amended your recreation plan, please describe the amendments in the table below and attach a copy of the amendments.

✓ For plan amendments, resolution(s) from your governing body and all other governing bodies for the jurisdiction covered by the plan are required. If resolutions have not yet been adopted, they must be adopted by September 30, 2002 and postmarked by September 30, 2002.

mine because , ,	
:	
PURPOSE AND CONTENT OF PLAN	
AMENDMENT:	
	•

Adoption Resolutions are (check one):

Included

To be submitted by September 30, 2002

The plan amendments must be included with this form to be considered.

LIST OF SUPPLEMENTAL MATERIALS INCLUDED WITH THIS FORM

Please list and describe below the additional materials that are being submitted with this form to supplement your application as shown in the example. You MUST label and number all materials to coincide with the numbers and labels provided below. You must also write the application number (shown on page one of this form) on all attachments.

The DNR is obligated to review only those items listed below and which are included with this form.

Example	
Number/Label	Description
1. Habitat Support Letter	Letter from DNR Width: Biologist providing information on hunting opportunities provided by
//	1 ▲
2 Revised Project Nametive	Replaces original PROJECT SUMMARY AND NEEDS STATEMENT
3. Engineering Firm Letter	
4. Site Environmental	Address accessibility of the propagation of the application of the application of the Address Checklist in the original
Conditions	application

Number/Label		Description		
1.	Engineering Firm Letter	Provides narrative for barrier-free park benefits.		
2	Playground Photos	nlayground to be rennovated.		
3.	Cost Estimate	Explains cost of each item / improvement.		
4.				
5.				
6.				
7.				
8.				
9.				
10.				

	the applicant agency of an individual officially
was a second but the regulation to real DR DR DW NUM	ned by an official of the applicant agency or an Individual officially bloant agency's behalf.
I pertify that all statements on this application	and the attachments hereto are true, complete and accurate to the
best of my knowledge. NAME (Printed/Typed)	me
CONTAINS.	DATE
If this form is signed by someone other than th	e person that eigned the original application form, explain why:

MAIL this form and attachments to:

GRANTS ADMINISTRATION DIVISION MICHIGAN DEPARTMENT OF NATURAL RESOURCES PO BOX 30425 LANSING MI 48909-7925

Materials must be postmarked <u>NO later than midnight Sept. 13, 2002</u>

Or Overnight of Express Mail 10:

GRANTS ADMINISTRATION DIVISION

MICHIGAN DEPARTMENT OF NATURAL

RESOURCES

STEVENS T. MASON BUILDING, 6th FLOOR

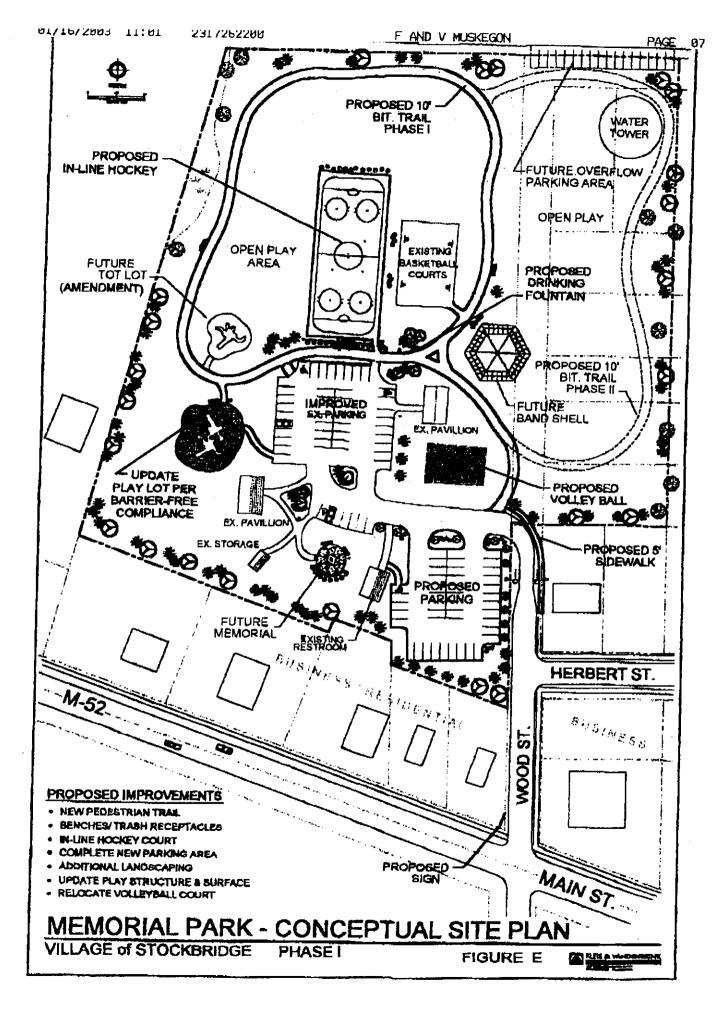
530 W ALLEGAN

LANSING MI 48933

PLEASE DO HOT FAX APPLICATION MATERIALS ON BIND OR STAPLE THE APPLICATION MATERIALS.

USE OF BINDER CHIPS OR RUBBER BANDS IS RECOMMENDED.

PLEASE USE AND SUBDIT THIS ORIGINAL FORD, NOT A PHOTOCOPY LADEL ALL ATTACHMENTS AND INCLUDE THE APPLICATION NUMBER



VILLAGE OF STOCKBRIDGE PHASE I - MEMORIAL PARK IMPROVEMENTS Pre-Design Cost Estimate



Project No.: 3772 By: AC

Date: 9/10/02

4771 - 50th Street SE, Grand Rapids, MI 49512 Ph. 016/541-6000 Fax 616/541-6010

Site Prep, Removals, Eqiupment Relocations	LSUM	1	\$ 16,000.00	\$16,000.00
Parking Lot Improvements(Incl. Gravel, bit)	LSUM	1	\$ 16,000.00	\$16,000.00
Sand Subbase/Sand Volleyball	Cyd	1100	\$ 11.00	\$12,100.00
10' Pedestrian Path (Incl. gravel, blt)	LFT	1450	\$ 20.00	\$29,000.00
5' Concrete Sidewalk Connection	SFt	650	\$ 4.30	\$2,800.00
Site Furnishings	LSUM	1	\$ 9,000,00	\$9,000.00
Tot Lot Play Improvements	LSUM	1	\$ 20,600.00	\$20,600.00
In-Line Hockey Court & Fencing	LSUM	1	\$ 24,800.00	\$24,800.00
Lawn Restoration	SYd	2000	\$ 3.85	\$7,700.00

Sub-Total:

\$138,000.00

Design Engineering:

\$12,000.00

Total:

\$150,000.00

PARCEL B — VILLAGE LEASE AREA A PARCEL OF LAND BEING A PART OF LOTS 2, 3, 9, 10 AND 11 OF BLOCK 11 OF THE ORIGINAL PLAT, VILLAGE OF STOCKBRIDGE, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF DEEDS, PAGE 1, INGHAM COUNTY RECORDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID LOT 11 OF BLOCK 11; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF LOTS 2 AND 11 OF BLOCK 11 A DISTANCE OF 167.00 FEET; THENCE NORTH 79.00 FEET; THENCE EAST 33.00 FEET; THENCE NORTH 17.50 FEET; THENCE EAST, 18.00 FEET; THENCE NORTH 46.32 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 9, BLOCK 11 A DISTANCE OF 118.62 FEET TO THE EAST LINE OF LOT 9 OF BLOCK 11; THENCE SOUTH ALONG THE EAST LINE OF LOTS 9, 10 AND 11 OF BLOCK 11 A DISTANCE OF 142.77 FEET TO THE POINT OF BEGINNING, CONTAINING 0.483 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD OR USE, IF ANY.

#

EXHIBIT H
LEGAL DESCRIPTION FOR THE
U.S. POST OFFICE PARKING LOT

04/	23/2004 15:51 FAX 517 851 4048 WARRANTY DEED-861
	The Grantor(s) J.K. SOMMERS, 2844 Baker Ros Dexter, Michie
SE 1866	convey(s) and warrant(s) to STOCKBRIDGE DI whose address is A Municipal Co 115 E. Elizabe the following described premises situated in the of Stockbridge and State of Michigan:
URTON ABSTRACT DIVISION - SERVING YOU SINCE 1866	THE NORTH 48 FEET OF VILLAGE OF STOCKERIE
TRACT DIVISION	for the sum of Ten thousand an subject to easements and building and use restrict other than that of Grant the execution of a land
- BURTON ABS	Dated this day of Ma Signed in presence of:
.	

(State Bar of Michigan Form)

C.C.S.P., PC. gan 48130

whose address is

EVELOPMENT AUTHORITY orporation

115 F Elizabeth St	
115 E. Elizabeth St. the following described premises shuated in the Villa	yde
of Stockbridge . County of	
and State of Michigan:	- -
THE NORTH 40 perm on my	Michigan 201 manus en
VILLAGE OF STOCKBRIDGE, IN	TEST 70½ FEET OF LOT 6, BLOCK 9,
VIDENCE OF BIOCKBRIDGE, IN	GIAN COUNTY, MICHIGAN.
for the sum of Ten thousand and no/1	00 dollars (\$10,000,00).
•	
subject to easements and building and use restrictions of rec	00 dollars (\$10,000.00). Cord and further subject to any and all acts or omission sing subsequent to 12/1/89, the day of
the execution of a land carting	sing subsequent to 12/1/89, the day of
the everaction of \$ 1900 courts.	ct pursuant to which this deed is given.
Duted this day of March	. 19 92
Signed in presence of:	Signed by:
	* J.K. SOMMERS, C.C.S.P., PC.
£ .	*
•	
•	
	•
STATE OF MICHIGAN,	
county of	ļ
The foregoing instrument was acknowledged before me this	day of _March
(ດາ	usy of Indianated
9 '92, by	
	* av
	Notary Public, County,
	Michigan My commission expires:
• <u> </u>	ил сонишения вериев.
County Treasurer's Certificate	City Treasurer's Certificate

		*

EXHIBIT I 122 SOUTH CLINTON STREET FACADE IMPROVEMENTS



March 31, 2004

Stockbridge Development Authority c/o Jack Myers, Village Manager Village of Stockbridge 115 E. Elizabeth Street Stockbridge, MI 49285

RE: Stockbridge Bid Review

Dear Jack:

We have reviewed the bids submitted and offer the following options for your review. Please note the Alternate No. 1 is for replacing 2nd floor windows, and No. 2 is for installing decorative light fixtures on the one story building.

Option 1

Utilize low bid regardless of substitutions or qualified bid package submitted.

General Trades	Scott Williams Bullder	\$28,784.00
Glass	Mason Glass	\$26,477.00
Painting	Chelsea Woodworking	\$8,937.00
Alternate 1	Mason Glass	\$6,052.00
Alternate 2	Chelsea Woodworking	\$1,642.00
	Total	\$71,892.00

In this scenario there are some clarifications that need to be made. First, Mason Glass did not submit a bid bond and did not quote the Architects preferred window (Anderson Series 400, architectural grade replacement window). Second, Chelsea Woodworking did not quote the specified light fixture on the plan.

Option 2

Utilize best combination of contractor and trades.

General Trades	Scott Williams Builder		\$28,784.00
Glass	Mason Glass		\$26,477.00
Painting	Chelsea Woodworking		\$8,937.00
Alternate 1	Scott Williams*		\$10,293.00
Alternate 2	Protech*		\$1,986.00
		Total	\$76,477.00

^{*} Utilize alternate product to same spec as other contractor's proposals.

Mr. Jack Myers Stockbridge Development Authority March 31, 2004 Page 2

Option 3

00/01/2004 17:14

Use the most qualified bids that meet specifications and bidding requirements.

General Trades	Scott Williams Builder	\$28,784.00
Glass	Chelsea Glass	\$30,635,00
Painting	Chealeea Woodworking	\$8,937.00
Alternate 1	Scott Williams	\$17,199.00
Alternate 2	Protech	\$3,340,00
	Tota	1 \$88,895.00

One item that needs to be addressed is if any of the contractors retract their bid. Without having a bid bond or certified check held, potentially there could be an issue in having a contractor honor their bid. This could cause an increase in the amount of \$3,000 to \$5,000.

Costs related to general conditions will range between \$11,000 and \$12,000. Included is supervision, insurances, bonds, equipment, vehicle and misc. expenses. Our construction management fee would be added to the selected option at the agreed 6% of all costs.

After reviewing all proposal submitted and having contacted the bldders, we feel confident that all contractors would be able to provide the workmanship and quality that is required for this project.

Please let me know which option or combination of options you would like to pursue. If you have any questions or concerns, please contact me.

Sincerely.

Robert Holmen

Construction Manager

F & V CONSTRUCTION MANAGEMENT, INC.



Stockbridge Development Authority

Tuesday, April 06, 2004

Aaron Catlin, Construction Group Manager Fleis & Vandenbrink Construction Management 2960 Lucerne Dr. SE Grand Rapids, MI 49546

Dear Mr. Catlin.

This letter is sent to inform you that the SDDA Board Members approved a motion to choose Option #2 in the "Stockbridge Bid Review" at our meeting last night, April 5, 2004. This of course is in regard to the façade project at the Country Market at 122 S. Clinton in Stockbridge. I received from Jack Myers the information you faxed to him outlining the costs that Jody Leatherberry requested from you during the telephone conversation of April 5th.

One of the members requested a listing of the bids you received prior to the demolition of the old façade that was eventually done by Dean Construction. Would you be able to provide that information for us?

On behalf of all of the SDDA Board Members and Village Manager Jack Myers, we appreciate speaking with you on the telephone that night. We wish to thank you for your very patient and definitive explanations of the various costs involved in this project.

Sincerely,

Paul Baker, Administrative Assistant Stockbridge Downtown Development Authority

cc: Jack Myers
Jody Leatherberry
file

Construction Management • Design/Boild • Financing • Commercial • Industrial • Institutional • Professional Offices
Site Improvements • Demolition • Structural • Municipal Infrastructure • Wassewater Treatment • Environmental



April 16, 2004

Stockbridge Development Authority c/o Jack Myers, Village Manager Village of Stockbridge 115 E. Elizabeth Street Stockbridge, MI 49285

RE: 122 South Clinton Project

Dear Mr. Myers:

Please review the following items. At this point in the project we are able to establish an accurate construction schedule based on current construction progress (see attached schedule). Please keep in mind the weather could delay our projected completion date.

At this stage of the project, we have discovered some building components that were not visible with the extent of demolition we were able to complete in February.

- The existence of the columns in buildings B & C. We have revised the window openings to compensate for the columns.
- The beam in building C extends 2' further then in building B. We believe after talking to Mason Glass that we can change the frame size and accommodate the difference with no visual change.
- The existence of an entry ramp was found at the north end of building C. We have reviewed this with Jack Owens and he has decided to install a single storefront entry door at this location. This work will be billed directly to Mr. Owens and have no cost implications to the Village. We did require Mr. Owens to make a prompt decision so we did not delay the Village's project.
- The building concept showed an 18" windowsill height ranging for 18" to 24" with a
 finished wood inset trim that would be painted. We will now use a piece of metal
 (matching window frame) at the bottom to accommodate the offset in the knee wall under
 the window (ravised drawing will be completed by 4/20/04).

Please contact me if you have any questions.

Sincerely,

F & V CONSTRUCTION MANAGEMENT, INC.

Robert Holmen Construction Manager

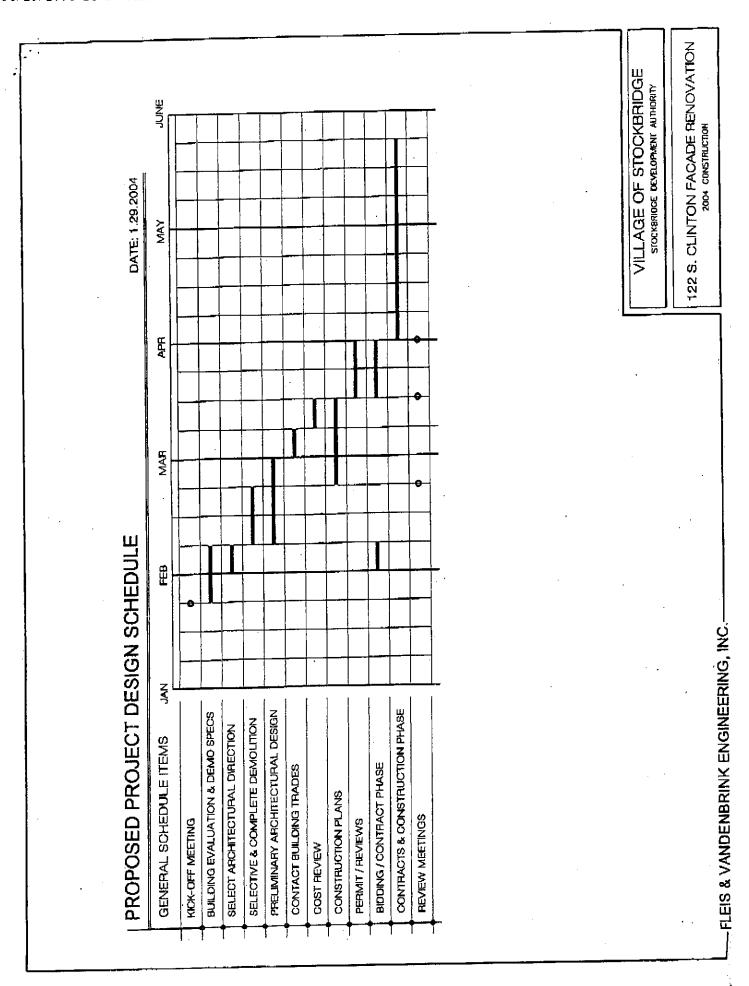
14531C kt myers3

myered Offices in: Grand Rapids - Muskegon - Traverse City 2960 Luceme Dr SE - Grand Rapids, MI 49546 - Phone (616) 977-4400 - Fax (616) 977-4800 - www.fvcm.com

Project Construction Schedule Village of Stockbridge, 122 S. Clinton Project Project No. 14531C

April 16, 2004

	at <u>e</u>	Description
4/19/04	Monday	Finish exterior framing for Buildings B & C
	1	Messure openings for glass frames
	Į į	Revise building drawings
4/20/04	Tuesday	Exterior Framing for Building A
4/21/04	Wednesday	Exterior Framing for Building A
4/22/04	Thursday	Exterior Framing for Building A
4/23/04	Friday	Finish Exterior Framing for Building A
		Install frames for Buildings B & C
		Measure Building A
4/26/04	Monday	Brick work for Buildings A, B & C / interior trim
4/27/04	Tuesday	Rick work for Ruildings A. B & C / Interior Villi
4/28/04	Wednesday	Brick work for Buildings A, B & C / Interior mm
112,01-1		Install plass in Bulidings B & C
4/29/04	Thursday	Brick work for Buildings A. B & C / interior trim
4/30/04	Friday	Brick work for Buildings A, B & C / Interior trim
5/3/04	Monday	installation of replacement windows for Buildings B & C
5/4/04	Tuesday	Installation of replacement windows for buildings or a
5/5/04	Wednesday	I watchierien of gloco in Disiding A
		I make that ice of employeement suindows for Buildings P @ C
5/6/04	Thursday	Leadaileilea et acolocoment windows IDC Dullui Me P 4
5/7/04	Friday	Installation of replacement windows for Buildings B & C
5/10/04	Monday	Preparation of Building for sealant / Power wash
5/11/04	Tuesday	Paint
5/12/04	Wednesday	Paint
5/13/04	Thursday	Paint
5/14/04	Friday	Paint
5/17/04	Monday	Carpentry Finish items / Glass finish items / Paint
5/18/04	Tuesday	Camentry Finish Items / Glass Inish Items / Faint
5/19/04	Wednesday	Client walk-through / punch list
5/20/04	Thursday	Punch list completion
5/21/04	Friday	Final acceptance / Project close-out



ADVERTISEMENT FOR BIDS

<u>Building Façade Improvements</u> Stockbridge Development Authority Stockbridge, Michigan

Sealed Bids for the following contracts (listed below) will be received by F & V Construction Management, Inc. on behalf of the Stockbridge Development Authority located at 115 E. Elizabeth Street, Stockbridge, Michigan 49285 until 2:00 p.m. local time Monday, March 29, 2004, at which time they will be publicly opened and read aloud.

Construction Contracts:

- General Building (including carpentry, brick repairs, framing, trim, etc.)
- 2. Windows (including storefront systems, glass, glazing, etc.)
- 3. Painting (including brick sealer, trim paint, caulking, etc.)

The project as a whole will include approximately 150 feet of storefront renovation and all related work.

The General Scope of Work for each contract is described in the Bid Form

Bidding Documents may be obtained at the Issuing Office of F & V Construction Management, Inc., 2960 Lucerne Drive, SE, Grand Rapids, Michigan 49546. Telephone (616) 977-4400.

A non-refundable payment of Twenty Five Dollars (\$25.00) will be required for each set of Contract Documents. An additional, non-refundable payment of Ten Dollars (\$10.00) will be required for mailing the Bidding Documents.

Bidding Documents may be examined at the following locations on or after Friday, March 19, 2004:

Village of Stockbridge, 116 E. Elizabeth Street, Stockbridge, MI F & V Construction Management, Inc., 2960 Lucerne Drive, SE, Grand Rapids, MI

A 5% bid bond/certified check in the amount of bid is required for this project. Payment and Performance Bonds will be required as part of any contract awarded.

The Construction Manager and the Stockbridge Development Authority reserve the right to accept any bid, reject any or all bids, to waive informalities and make the award in any manner deemed in the best interest of the Authority.

Stockbridge Development Authority

Memo



2960 Lucerne Drive Sc. Grand Rapids, MI 49546
Phone: 616.977.4400 Fax: 616.977.4800

To:

Jack Myers, Village of Stockbridge

From:

Rob Holmen, FVCM

Date

April 23, 2004

Re:

Bullding Renovation

Jack,

Just a few items to keep you abreast of current progress:

- 1. Frames are in production for buildings "B", "C" and Building "A" will be ready for measuring by April 27, 2004.
- I spoke with Mr. Owens and explained as we move to complete Building "A", his front entry
 will be closed for 7-10 days. When the new door frames arrive, we will install plywood in the ...
 glass openings to allow usage prior to the glass arriving.
- 3. Mr. Owens also inquired about the possibility of adding a door in Building "B". I explained that it could be done, but that our framing is complete, the window frame is already manufactured, and the glass is ordered. We would need to modify the existing framing, order new frames and glass. Also we would need to modify the existing floor to allow steps per general building code.

We discussed a cost range, and it was more than he felt comfortable spending (\$5,000-\$6,000).

Please contact me with any questions or concerns.

Rob Holmen

cc: Arrow C

Date: February 12, 2004

CONTRACT CHANGE ORDER

	No1
OWNER Village of Stockbridge CONSTRUCTION MANAGER F & V Construction	on Mangement, Inc.
PROJECT: Improvements to 122 S. Clinton	
OWNER'S Contract No. CON	
We are requesting your acceptance of the following Description of changes: Removal and disposal of exterior siding and (2)	
Reason for Change Order: Change in scope	
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$14,700.00	Original Contract Times: Substantial Completion: Ready for final payment: (days or dates)
Net Increase (Decrease) from previous Change Orders No. N/A to N/A:	Net change from previous Change Orders No. to No: Substantial Completion: Ready for final payment: (days)
Contract Price prior to this Change Order: \$ 14,700.00	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: (days or dates)
Net increase of this Change Order: \$14,008.96	Net increase this Change Order: Substantlal Completion: Ready for final payment: (days)
Contract Price with approved Change Orders: \$28,708.96	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: (days or dates)
REQUESTED BY	ACCEPTED BY::
Ву:	Ву:
CONSTRUCTION MANAGER (Authorized Signature)	OWNER (Authorized Signature)
Date:	Date:

Judy: Infi as requested. Aarn

122 S Clinton - Stockbridge

Construction Cost Allocation March 2004

F & V Constuction Management, Inc.

REH

Categories

GENERAL CONDITIONS (estimated)

\$350.00 Insurance \$1,050.00 Bonds \$750.00 Vehicle / Mileage \$500.00 **Permits** \$500.00 Misc. Expense (printing, fax, mailing) \$3,150.00 SubTotal Expenses \$1,450.00 PROJECT MANAGEMENT (16hrs) ADMINISTRATION (16hrs) \$800.00 \$6,100.00 SITE SUPERINTENDENT (110hrs) \$8,350.00 SubTotal Labor

\$11,500.00

SUB CONTRACTS

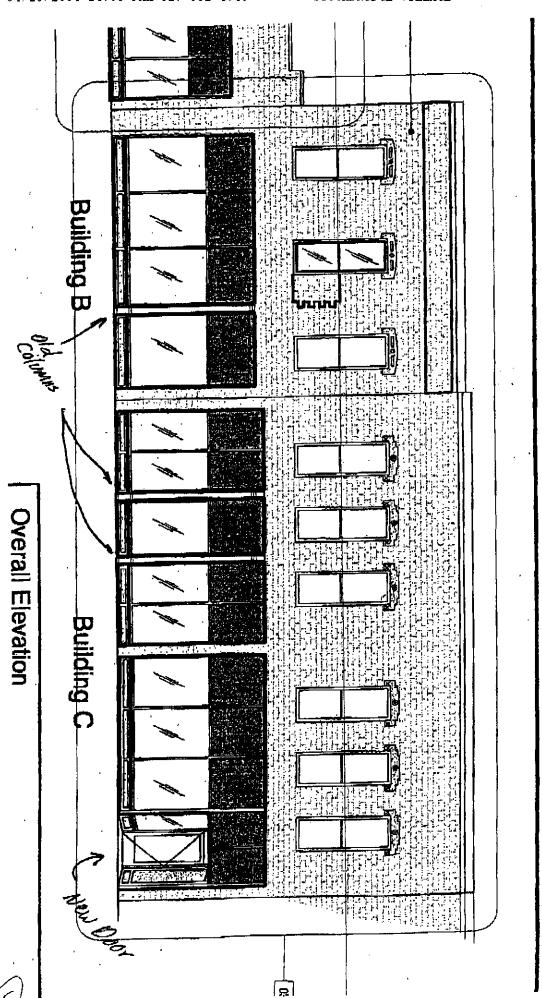
Unknown per SDA Review
TOTAL SUB CONTRACTS

6% O/P Fee on above

\$0.00
\$0.00

TOTAL COSTS

Pending bid review



(5)

EXHIBIT J V. JACK OWENS LEASE FOR BUILDINGS AT 122 SOUTH CLINTON STREET

LEASE AGREEMENT WITH OPTION TO PURCHASE

This Lease Agreement is made effective on Nevember 21 2002, between the Stockbridge Downtown Development Authority, whose address 115 East Elizabeth Street, Stockbridge, Michigan ("Landford"), and V. Jack Owen of 510 Mechanic Street, Stockbridge, Michigan 49285, and/or permitted assigns, ("Tenant") ("Lease").

RECITALS

- A. Landlord owns the property located at 122 South Clinton in the Village of Stockbridge ("Premises").
- B. Landlord is interested in leasing part of the Premises to Tenant, including the building located on the Premises along with the land located under the building and the land twenty feet to the west side of the building ("Property"). Tenant is interested in leasing the described Property from Landlord on the terms and conditions contained in this Lease.

The parties agree as follows:

- 1. Property Leased. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, upon the terms and conditions set forth in this Lease, the Property.
- 2. a. Original Term. The initial term of this Lease shall be two years commencing on the earlier of the date the Tenant takes possession of the premises, or on the date an occupancy permit is issued, whichever occurs first, and terminating two years later.
- b. Renewal for One Year. Upon timely request for renewal, Landlord shall consider renewing this lease for one additional year, beginning on the first day immediately following the expiration of the Original Term ("Renewal Term"). Tenant's request to renew this Lease shall be sent in writing to Landlord in writing not less than sixty (60) days prior to the expiration of the Original Term. In any renewal request Tenant shall set forth its rationale for requesting a one-year extension. The Landlord may, in its sole discretion, agree to accept or reject the renewal request. If Landlord accepts, then all terms and conditions of this Lease shall remain in full force and effect during the Renewal Term, except that Tenant shall make an additional non-refundable lump sum payment of \$10,000 to Landlord at the time of Landlord's agreement to renew for one year and quarterly Rent payments shall be equal to ½ of the product of the annual interest rate charged Landlord on its underlying loan on the Premises times the balance due on Landlord's loan at the start of the Renewal Term.
 - 3. Rents.
 - a. Rent. Tenant agrees to pay:
 - (1.) A non-refundable down payment of \$30,000;
 - (2.) Upon the effective date of this Lease, a payment of \$31.44 per day from the effective date through December 31, 2002; then commencing January 1, 2003,
 - (3.) Quarterly payments equal to ¼ of the product of the annual interest rate charged Landlord on its underlying loan with Comerica Bank (or any successor financial institution), multiplied by \$170,000. These payments will be made in advance of the first day of each calendar quarter beginning with January 1, 2003.

- b. Administrative Charge. Anything in Section 3.a. to the contrary notwithstanding, five percent (5%) of the Rent shall be payable as an administrative charge in addition to the amounts specified in 3.a. for all payments received by Landlord after the 5th day of each calendar quarter (without regard to whether the fifth day of the month falls on a Saturday, Sunday or legal holiday).
- c. Place of Payment. Any payment due from the Tenant to the Landlord under this Lease shall be at the place the Landlord designates from time to time in writing. Initially, checks shall be made payable to Landlord at the address listed on page 1 of this Lease.
- d. NSF Checks. A charge of Twenty-Five Dollars (\$25) shall be paid forthwith by Tenant for each check which is returned by the bank for non-sufficient funds or for any other reason.
- 4. Maintenance and Repairs. All maintenance and repairs to the building and surrounding property shall be the responsibility of Tenant, including roof, flooring, electrical, plumbing and the like. Tenant agrees to keep the sidewalks in front of the property free and clear of debris and be responsible for all snow and ice removal and yard maintenance on the Property. Furthermore, maintenance and repairs necessary because of acts of Tenant or Tenant's guests, invitees, and agents shall be the sole responsibility of Tenant. Landlord agrees to determine whether there are any warranties remaining on the roof repair or replacement last completed prior to entering into this Lease. If any warranties exist or compensation is obtained from the prior warranties it will be passed on to Tenant to help cover the cost of additional repairs.
- 5. Façade. Landlord will renovate the façade of the building at its expense. Tenant agrees to maintain the façade for the balance of the Lease term and if Tenant purchases the property. Tenant will agree to maintain the façade for a 10-year period, beginning with the renovation, in accordance with the SDA façade guidelines. This provision will run will the land and be included as a restriction in a deed transferring title to the Property.
- 6. **Property Taxes.** Tenant shall be responsible for all personal property taxes levied on the personal property located at the Property. Landlord shall pay all general real property taxes. Tenant shall pay any and all special assessments and special taxes which may be levied or assessed by any lawful authority against the Property.
- Tenant, at its expense, shall maintain with insurers approved by Landlord, public liability, property damage and fire and extended coverage insurance applicable to the Property in amounts satisfactory to the Landlord. Tenant covenants and agrees to save Landlord harmless from any liability for injuries or damage to any person or property upon or about the Property from any cause whatsoever. Tenant shall deliver to Landlord policies of insurance satisfactory to Landlord, which shall provide that such policies may not be canceled without prior written notice to Landlord, and shall name Landlord and Comerica Bank as a loss payee on the insurance policy. Should Tenant fail to maintain insurance coverage, Landlord may, but shall not be required to, keep insurance coverage in full force in effect. If Landlord pays the premium for insurance coverage, because of a lapse or cancellation of Tenant's required coverage, then the amount paid shall be added to the amount due under this Lease, which amount shall be considered to be immediately due and payable by Tenant.
- 8. Indemnification. Tenant shall indemnify and hold harmless Landlord, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses (including legal expenses), of any nature arising out of the use of the Property.

- 6
- 9. **Utilities**. Tenant shall be responsible for gas, electrical, garbage removal, sewer, water, telephone, and all other utility obligations.
- Occupied for operation of an antique mall, or any other use provided by right under the Village Zoning ordinance, and for no other purposes without the prior written consent of Landlord first obtained. Tenant at all times shall fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction over the Property, including but not limited to, such as shall relate to the cleanliness, safety, occupation, and the use of the Property, and the nature, character, and manner of operation of the business conducted in or at the Property.

11. Care of Property.

- a. Tenant shall not permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed on or about the Property which shall cause or be likely to cause injury to any person or to the Property or to the building or to the sidewalks and pavements adjoining the Property. Tenant shall not permit, allow, or cause any noxious, disturbing, or offensive odors, fumes or gases, or any loud or disturbing noise, sound, or vibration to originate in or to be emitted from the Property. Tenant shall keep the Property clear and free from rodents, bugs and vermin, and at the request of Landlord, participate and cooperate in carrying out any program of extermination that Landlord may direct and Tenant shall bear the associated cost. Tenant shall maintain the show windows in a clean, neat and orderly condition. In addition, Tenant agrees not to burn any trash, rubbish, garbage or sidewalk sweepings in or about the Property but shall provide for the prompt and regular removal of its rubbish, trash, garbage and sidewalk sweepings for disposal outside the area. Tenant agrees to permit no waste of the Property, but on the contrary, to take good care of same; and upon termination of this Lease, to surrender possession of the Property in broom clean condition.
- b. Tenant will be responsible for excess noise created by its business, odors and all refuse and debris which may cause additional janitorial service around the Property. Tenant shall remedy any and all such disturbances solely at its cost upon written notice by Landlord that such a disturbance exists.
- 12. **Signs.** Tenant shall not erect or install any signs on the exterior of the Property unless they are in compliance with the requirements set forth in the regulating Village Ordinance.
- 13. Eminent Domain. If a part of the Property shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date possession of that part so taken shall be required and the rent shall be paid up to that day. In the event that all the Property amounting to fifty percent (50%) or more is taken, Tenant shall have the right either to cancel this Lease and declare the Lease null and void or to continue in possession of the remainder of the Property under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Property taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or of the fee of the Property.
- 14. Right to Mortgage. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or later placed upon Landlord's interest in the Property.

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- Events of Default, Rights of Landlord upon Default. In the event that Tenant shall fail or omit to make payment of the rent, shall fail to comply with any other term or condition in this Lease, is late with payment of rent two or more times during a twelve-month period, breaches any of the covenants in this Lease, fails to fully and promptly perform any act required in the performance of this Lease, abandons the Property, becomes insolvent, makes an assignment for the benefit of creditors, is adjudicated bankrupt, has a receiver or trustee appointed for its property as a result of its insolvency or threatened insolvency, or is subjected to a levy of execution or attachment or other taking of its property or its assets or its leasehold interest in the Property by process of law or otherwise in satisfaction of any judgment or debt or claim, Tenant shall be in default, and Landlord, at its option, may, unless the default is cured within five (5) days after notice of the default is delivered to Tenant (provided, however, no notice or opportunity to cure shall be required with respect to any failure to make payment of the rent or any other payment required to be made), terminate this Lease and all its terms, and Landlord shall have the right to enter the Property as the agent of Tenant and re-let the Property with or without any furniture, fixtures or property of Tenant, or make any repairs, changes, alterations or additions in or to the Property that may be necessary or convenient, all for the account of Tenant. The re-letting for the Tenant shall be for such rent and upon such terms as shall be satisfactory to the Landlord and Landlord shall credit the replacement rent proceeds, after paying all the costs and expenses of such re-entry, repairs, changes, alterations and additions and the expenses of such re-letting, to the unpaid rent and other amounts falling due under the Lease during the remainder of this term; and Tenant shall remain liable to Landlord for the balance. The foregoing rights preserved to Landlord are in addition to its rights to sue for past due Rent and charges due under this Lease. Legal proceedings may be commenced by Landlord for collection of past due Rent or charges due under this Lease five (5) days after notice of said default is delivered to Tenant and Tenant agrees to pay, in addition to the past Rent and charges, interest on the past due sum at the maximum interest rate permitted by law plus all actual attorney fees, court costs and other expenses incurred by Landlord in enforcing its rights under this Lease.
- 16. Covenant of Title and Quiet Possession. Landlord covenants that it has the right to make this Lease. Landlord further covenants that there are no restrictive covenants, zoning or other ordinances or regulations which will prevent Tenant from conducting its usual business in the Property.
- 17. Right to Examine Property. Tenant agrees to allow Landlord, its agents and representatives, free access to the Property during reasonable hours for the purposes of examining the Property and during the period of four (4) months previous to the expiration of the term of this Lease to exhibit the Property to prospective tenants.
- 18. Holding Over. In the event that Tenant remains in possession of the Property after the expiration of this Lease (including and approved option period), it shall be deemed to be occupying the Property as a tenant from month to month, and the Rent will be increased to a market rate, as determined by Landlord.
- 19. Successors and Assigns. The covenants and agreements of this Lease shall be binding upon and for the benefit of Tenant and its successors and permitted assigns and upon Landlord and its successors and assigns.
- 20. **Proper Notices.** All notices and other communications required or permitted under this Lease shall be in writing and deemed to have been given if mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or messenger, fax or telegram, to the parties at the address listed on page 1, or to such other changed address as such party may have given by notice.

- 21. Waiver. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or conditions of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or conditions of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing signed by Landlord.
- 22. Accord and Satisfaction. No payment by Tenant of a lesser amount than the monthly Rent, or any other charge or fee stipulated, shall be deemed to be other than on account of the earliest stipulated rent, or other charge or fee, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as creating an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent, or other charge or fee or pursue any other remedy provided in this Lease.
- 23. Entire Agreement. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than the terms set forth in this Lease. Except as stated in this Lease, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- Tenant Defined: Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one, and shall have the same force and effect as if given by or to all. The use of the neuter singular pronoun to refer to Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.
- 25. Partial invalidity. If any term, covenant or condition of this Lease or the application of such to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, of the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 26. Applicable Law. This Lease and its validity, construction and performance shall be governed in all respects by the laws of the State of Michigan.
- 27. **Titles.** Paragraph titles contained in this Lease are inserted for reference and in no way define, limit, extend or describe the scope of the Lease or the intent of any provision therein.
 - 28. Time. Time is of the essence to this Lease and each and all of its provisions.
- 29. Alterations. Tenant shall have the right to make alterations or additions ("Alterations") to the Property after first obtaining Landlord's written consent. All Alterations shall

be done at the sole expense of Tenant, shall be of good workmanship and material, and shall not reduce the size or strength of the then existing improvements. All Alterations shall be made in accordance with applicable law. Tenant shall promptly pay all contractors and materialmen so that no liens attach to the Leased Premise, and, if a lien is filed, Tenant shall discharge it within ten (10) days after written request by Landlord.

All Alterations shall remain Tenant's property and may be removed at any one time provided (i) that Tenant shall promptly and fully repair any damages caused to the Property by such removal, and (ii) that Tenant removes the Alterations within sixty days of either party giving written notice to terminate this Lease. Further, in addition to the liens given by law, Landlord shall have a lien upon all of Tenant's personal property, which is kept or used, in and on the Property to secure Tenant's performance of this paragraph.

- 30. **Tenant Environmental Matters**. Tenant represents and warrants to Landlord as follows:
- a. The Property will be used and operated by Tenant and its permitted subtenants, agents, invitees and guests ("Third Parties") in compliance with all applicable federal, state and local laws and regulations related to air quality, waste disposal or management, Hazardous Substances, and the protection of health and the environment.
- b. No Hazardous Substances will be generated, stored, transported, utilized, disposed of, managed, released or located on, under or from the Property (whether or not in reportable quantities), or in any manner introduced onto the Property, including, without limitation, the septic, sewage or other waste disposal systems serving the Property by Tenant and Third Parties. This restriction shall not restrict the Tenant or its sub-tenants from using solvents and/or other materials necessary for Tenant or sub-tenant to be able to conduct their business(s) provided that any solvents or other materials used shall be approved by the appropriate Governmental Authority for such use and be environmentally safe substances; and further provided that Tenant shall indemnify and hold Landlord harmless from any and all damages caused by the use of those substances on the Property.
- c. There shall be no installation on the Property of any (i) "underground storage tank," as that term is defined in the Hazardous Solid Waste Amendments of 1984 to the Resource Conservation and Recovery Act and/or equivalent state act; or (ii) above ground storage tank by Tenant and Third Parties.
- d. Tenant shall immediately notify Landlord of any knowledge of any threat of release of any Hazardous Substances on, under or from the Property.
- e. Tenant shall immediately notify Landlord of any notice from the United States Environmental Protection Agency or any other Governmental Authority (as defined below) claiming that (i) the Property or any use thereof violates any of the Environmental Laws, or (ii) Tenant or Third Parties have violated any of the Environmental Laws.
- f. Tenant shall immediately notify Landlord of any liability incurred by Tenant or Third Parties to the State of Michigan, the United States of America or any other Governmental Authority under any of the Environmental Laws.
- g. Tenant shall immediately notify Landlord if there are any Environmental Enforcement Actions brought against Tenant or Third Parties, or to the best of its information, knowledge and belief, threatened.

h. Tenant shall indemnify and hold Landlord harmless from all Remediation Costs arising from any violation of Environmental Laws by Tenant or Third Parties during the term of this Lease.

The following definitions apply to this paragraph:

- actions or orders instituted, threatened, required or completed by any Governmental Authority and all claims made or threatened by any person against Tenant, Third Parties or the Property, arising out of or In connection with any of the Environmental Laws or the assessment, monitoring, cleanup, containment, remediation or removal of, or damages caused or alleged to be caused by, any Hazardous Substances (i) located on or under the Property, (ii) emanating from the Property, or (iii) generated, stored, transported, utilized, disposed of, managed or released by Tenant or Third Parties (whether or not on, under or from the Property).
- (2) The term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances, rules, regulations, codes, orders, judgments, orders and the like applicable to (i) environmental conditions on, under or emanating from the Property including, but not limited to, (a) laws of the State of Michigan; and the associated rules and regulations promulgated in connection with any of these laws, and (b) laws of the federal government commonly known as the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substance Control Act, as amended, the Federal Water Pollution Control Act, as amended, and the Federal Clean Air Act; and the associated rules and regulations promulgated in connection with any of these laws; and (ii) the generation, storage, transportation, utilization, disposal, management or release (whether or not on, under or from the Property) of Hazardous Substances by Tenant and Third Parties.
- (3) The term "Governmental Authority" shall mean all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures and offices of any nature whatsoever for any government unit or political subdivision, whether federal, state, county, district, municipal, city or otherwise, and whether now or later in existence.
- "hazardous material," "hazardous substance," "hazardous waste," "oil," "regulated substance," "toxic substance," "restricted hazardous waste," "special waste" or words of similar import as defined under any of the Environmental Laws; (ii) asbestos in any form; (iii) urea formaldehyde foam insulation; (iv) polychlorinated biphenyls; (v) radon gas; (vi) flammable explosives; (vii) radioactive materials; (viii) any chemical, contaminant, solvent, material, pollutant or substance that may be dangerous or detrimental to the Property, the environment, or the health and safety of occupants of the Property or of the owners or occupants of any other real property nearby the Property, and (ix) any substance, the generation, storage, transportation, utilization, disposal, management, release or location of which on, under or from the Property is prohibited or otherwise regulated pursuant to any of the Environmental Laws.
- (5) The term "Remediation Costs" shall mean, collectively, expenses, costs, losses and liabilities incurred, including legal analysis, environmental assessments and all costs of remediation, administrative penalties, fines and fees, arising from any violation of Environmental Laws.

(5)

31. Construction of Agreement. The parties agree that this Lease has been jointly drafted and that neither party may assert ambiguity in the construction of this Lease against another party because the other party allegedly drafted the allegedly ambiguous provisions.

32. Option to Purchase.

- a. <u>Grant of Exclusive Option</u>. In consideration of the Lease Terms above, but only so long as Tenant is not in default of the Lease Terms and provided the Tenant does not commit an act of default set forth in Paragraph 16, Landlord hereby grants Tenant an exclusive option to purchase the Property (including all improvements, appurtenances, landscaping and fixtures) on the terms set forth below.
- b. <u>Option Term</u>. The term of this Option shall begin on the effective date of this Lease and shall end two years after that date.
- c. Option Purchase Price. The Option Purchase Price shall be \$200,000 less credit for the \$30,000 down payment and any subsequent lump sum renewal fee that is paid by Tenant.
- d. <u>Method of Exercise</u>. If Tenant desires to exercise this Option, it must give written notice prior to 60 days before the end of the Option Term to Landlord via certified mail (return receipt requested) addressed to the Landlord at the address stated above. Notice shall be deemed to have been given at the time the notice is mailed. Timely delivery of the notice to Landlord constitutes the exercise of the Option.
- e. <u>Terms of Purchase</u>. The purchase price shall be in the form of certified check, cashiers' check or wire transfer of funds paid to Landlord at closing in exchange for Landlord's Warranty Deed. Closing shall take place on a date and time mutually agreed to by the parties but no later than the date on with the Lease terminates, unless otherwise agreed upon in writing.
- f. <u>Evidence of Title</u>. If Tenant exercises this Option, Landlord at its expense shall provide Tenant with an owner's policy of title insurance for the full Option Purchase Price showing marketable title to be vested in Landlord, but subject to easements and restrictions of record and the rights of the then present tenants.
- g. <u>Prorations</u>. Rent shall be prorated as of the date of closing. All Property taxes due and special assessments, which are a lien on the Property, shall be paid by Tenant.
- h. <u>Closing Date</u>. Sale shall be closed within 10 business days after all necessary documents are ready in Ingham County, Michigan on a date, time and place mutually agreeable to Landlord and Tenant. Possession of the Property shall be delivered at closing.
- i. As Is. If Tenant exercises this Option, it shall take the Property on an "as is" basis in its then current condition.
- j. <u>Failure to Exercise Option</u>. If Tenant fails to exercise this Option in the manner provided during the term of this Option, then this Option shall expire and Landlord shall be under no further obligation to Tenant under this Option.

- k. <u>Easement</u>. If Tenant exercises the Option he agrees to grant Landlord an easement for repair or replacement of the storm sewer on the west side of the building and for its maintenance.
- 1. <u>Nonexercise of Option</u>. If Tenant decides not to exercise the option to purchase, he shall immediately vacate the building upon the end of the lease term. The down payment, any lump sum and all interest payments shall be forfeited to Landlord.

Landlord

Tenant

Stockbridge Downtown Development Authority

Day, P. W. mare

Paul B. Wisney

Deborah G. Marshall, Chair

STATE OF MICHIGAN COUNTY OF INGHAM

This foregoing instrument was acknowledged before me this 4th day of December 2002 by Paul Wisney and Jack Owen and Deborah G. Marshall.

Shelly K.Bumpus, Notary Public Ingham County, Michigan



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Village of Stockbridge	Projection for TIF		Revenue		-	;			;			:
ye	year 2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Ad volorem less base year value (1986)		2725400.										
Estimated Captured Value	6071204	6283696	6503626	6731252	6966846	7210686	7463060	7724267	7994616	8274428	8564033	8863774
tax rates base on 2003 without any changes.	ut any changes					ļ						
County Operating	6.35120	6.35120	6.35120	6.35120	6.35120	6.35120	6.35120	6.35120	6.35120	6.35120	6.35120	6.35120
Spec Tansport	0.39660	0.39660	0.39660	0.39660	0.39660	0.39660	0.39660	0.39660	0.39660	0.39660	0.39660	0.39660
Emergency 911	0.75770	0.75770	0.75770	0.75770	0.75770	0.75770	0.75770	0.75770	0.75770	0.75770	0.75770	0.75770
Airport Authority	0.49760	0.49760	0.49760	0.49760	0.49760	0.49760	0.49760	0.49760	0.49760	0.49760	0.49760	0.49760
Juvenile Justice	0.59800	0.59800	0.59800	0.59800	0.59800	0.59800	0.59800	0.59800	0.59800	0.59800	0.59800	0.59800
Stk Twp Gen Fund	0.80040	0.80040	0.80040	0.80040	0.80040	0.80040	0.80040	0.80040	0.80040	0.80040	0.80040	0.80040
Cap ar Dist Library	1.46000	1.46000	1.46000	1.46000	1.46000	1.46000	1.46000	1.46000	1.46000	1.46000	1.46000	1.46000
ingham ISD op	0.19160	0.19160	0.19160	0.19160	0.19160	0.19160	0.19160	0.19160	0.19160	0.19160	0.19160	0.19160
ing isd spec ed	4.55550	4.55550	4.55550	4.55550	4.55550	4.55550	4.55550	4.55550	4.55550	4.55550	4.55550	4.55550
ing isd voc ed	1.30820	1.30820	1.30820	1.30820	1.30820	1.30820	1.30820	1.30820	1.30820	1.30820	1.30820	1.30820
lansing comm col	3.85440	3.85440	3.85440	3.85440	3.85440	3.85440	3.85440	3.85440	3.85440	3.85440	3.85440	3.85440
stk school debt	7.00000	7.00000	7.00000	7.00000	7.00000	7.00000	7.00000	7.00000	7.00000	7.00000	7.00000	7.00000
stk operating	18.00000	18.00000	18.00000	18.00000	18.00000	18,00000	18.00000	18.00000	18.00000	18.00000	18.00000	
State Education	5.00000	2.00000	5.00000	2.00000	2.00000	2.00000	2.00000	2.00000	5.00000	5.00000	5.00000	2.00000
	50.77120	50.77120	50.77120	50.77120	50.77120	50.77120	50.77120	50.77120	50.77120	50.77120	50.77120	50.77120
Village	12.74	12.74	12.74	12.74	12.74	12.74	12.74	12.74	12.74	12.74	12.74	12.74
Total	63.51120	63.51120	63.51120	63.51120	63.51120	63.51120	63.51120	63.51120	63.51120	63.51120	63.51120	63.51120
Anticipated revenues-year	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
County Operating	\$ 38.559	\$ 39,909	\$41,306	\$42,752	\$44,248	\$45,797	\$47,399	\$49,058	\$50,775	\$52,553	\$54,392	\$56,296
Spec Tansport		2,4	\$2,579	\$2,670	\$2,763	\$2,860	\$2,960	\$3,063	\$3,171	\$3,282	\$3,396	\$3,515
Emergency 911	\$ 4,600	\$ 4,761	\$4,928	\$5,100	\$5,279	\$5,464	\$5,655	\$5,853	\$6,058	\$6,270	\$6,489	\$6,716
Airport Authority	\$ 3,021	\$ 3,127	\$3,236	\$3,349	\$3,467	\$3,588	\$3,714	\$3,844	\$3,978	\$4,117	\$4,261	\$4,411
Juvenile Justice	:		\$3,889	\$4,025	\$4,166	\$4,312	\$4,463	\$4,619	\$4,781	\$4,948	\$5,121	\$5,301
Stk Twp Gen Fund		5.0	\$5,206	\$5,388	\$5,576	\$5,771	\$5,973	\$6,183	\$0,399	\$0,023	\$6,855 €47,802	\$7,035
Cap ar Dist Library	4 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	4 CC	64.485	\$3,020	\$10,172	\$10,020	\$1,630	\$1 48D	\$1532	\$1.585	\$1,500	\$1,34
anguam 190 od	١,		\$29 627	\$30,664	\$31,737	\$32,848	\$33 998	\$35,188	\$36,419	\$37,694	\$39,013	\$40,379
ing isol voc ed		\$ 8,220	\$8,508	\$8,806	\$9,114	\$9,433	\$9,763	\$10,105	\$10,459	\$10,825	\$11,203	\$11,596
lansing comm col	1.	''	\$25,068	\$25,945	\$26,853	\$27,793	\$28,766	\$29,772	\$30,814	\$31,893	\$33,009	\$34,165
stk school debt			\$45,525	\$47,119	\$48,768	\$50,475	\$52,241	\$54,070	\$55,962	\$57,921	\$59,948	\$62,046
stk operating	\$109,282	\$113,107	\$117,065	\$121,163	\$125,403	\$129,792	\$134,335	\$139,037	\$143,903	\$148,940	\$154,153	\$159,548
State Education	\$ 30,356	\$ 31,418	\$32,518	\$33,656	\$34,834	\$36,053	\$37,315	\$38,621	\$39,973	\$41,372	\$42,820	\$44,319
Village	\$ 77,347	\$ 80,054	\$82,856	\$85,756	\$88,758	\$91,864	\$95,079	\$98,407	\$101,851	\$105,416	\$109,106	\$112,924
	4385 580	\$300 DRS	£413 053	¢427 540	£449.473	\$457 DEQ	6472 009	\$400 F77	\$507 748	\$525 510	\$E42 045	0000000